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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019053

2000 MAR 21 AM 10:32

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-119

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

DBP

THIS SUPPLEMENTAL AGREEMENT, made this 7th day of December, 1999, between David B. Pettigrew and Josephine M. Pettigrew, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware Corporation with its principal place of business in Tulsa, Oklahoma as "Grantee".

Whereas, by Easement Contract dated the 4th day of March, 1941, and recorded in Lake County, State of Indiana, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Lake County, State of Indiana, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend, and supplement said Original Grant in the manner set forth below.

DBP
JRP

NOW, THEREFORE, in the consideration of the sum of Ten Dollars (\$10.00) ~~per foot~~ and other good and valuable consideration, the receipt whereof acknowledged, it is agreed by and between parties hereto that the Original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee a perpetual easement over the Williams Right-of-Way to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove underground communication systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space parallel to and adjacent to the existing permanent easement as may be reasonably necessary.

EXCEPT AS herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified, and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part. GRANTOR represents that the above-described premise is rented to None, whose tenancy expires N.A.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS

GRANTOR(S)

David B. Pettigrew
DAVID B. PETTIGREW

Josephine M. Pettigrew
JOSEPHINE M. PETTIGREW

GRANTEE

Dwayne A. Moseley

Dwayne A. Moseley
Attorney-In-Fact
Williams Communications, Inc.
d/b/a Vyvx, Inc.

Cross-reference: Recorded plat or last deed of record:

Book: Page:

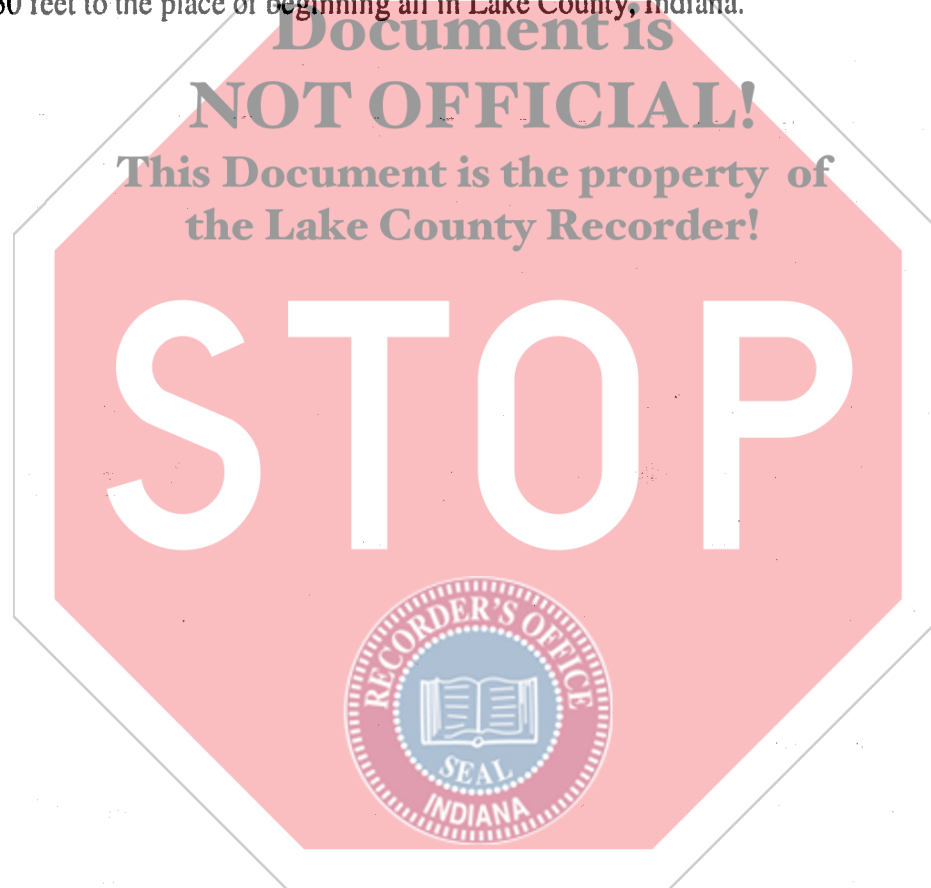
Document No.: 935762

This instrument was prepared by: Charles T. Plake, Esq.

One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

Part of the East half of the Northeast Quarter of Section 11, Township 34 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point 257.50 feet East of the Northwest corner of the above said East half of the Northeast Quarter thence Southeasterly along the center line of County 54 a distance of 172.45 feet to the point of beginning of this description; thence Southwesterly at a right angle from the center line of said County Road 54 a distance of 105 feet, thence West parallel with the North line of said Section 11, a distance of 100 feet; thence South a distance of 50 feet to a point 248.13 feet South of the North line of said Section 11; thence East parallel with the North line of said section a distance of 265 feet to the center line of said County Road 54; thence Northwesterly along the center line of County Road, 130 feet to the place of beginning all in Lake County, Indiana.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 7th day of December, 1999, personally appeared before me
DBP Day Month Year

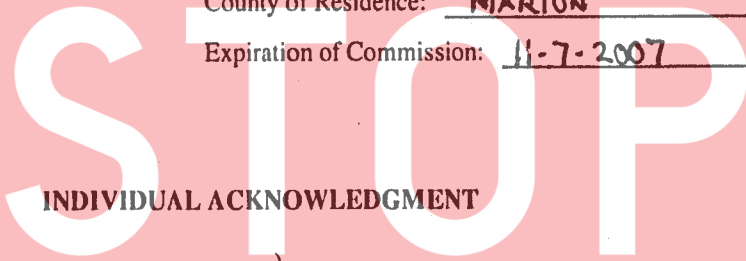
David B. Pettigrew personally known to me ~~or who has produced~~ _____
(name of person acknowledging) (type of identification)

~~as identification~~ who acknowledged that he executed the foregoing instrument and that the same
(he/she)
is his free act and deed.
(his/her)



DOUGLAS W. TATMAN
Res. of Marion Co.
Comm. Exp. 11-7-2007

Douglas W. Tatman
Notary Public
Name: DOUGLAS W. TATMAN
County of Residence: MARION
Expiration of Commission: 11-7-2007



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 7th day of December, 1999, personally appeared before me
Day Month Year

Josephine M. Pettigrew personally known to me ~~or who has produced~~ _____
(name of person acknowledging) (type of identification)

~~as identification~~ who acknowledged that she executed the foregoing instrument and that the same
(he/she)
is her free act and deed.
(his/her)



DOUGLAS W. TATMAN
Res. of Marion Co.
Comm. Exp. 11-7-2007

Douglas W. Tatman
Notary Public
Name: DOUGLAS W. TATMAN
County of Residence: MARION
Expiration of Commission: 11-7-2007

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF Marion)

SS

On this 11th day of Feb., 2000, personally appeared before me
Day Month Year

Dwayne A. Moseley,
Attorney-In-Fact personally known to me or who has produced _____
(name of person acknowledging) (type of identification)

as identification who acknowledged that He executed the foregoing instrument and that the same
(he/she)
is his free act and deed.
(his/her)



Name: _____ MICHAEL MONSCHIEIN
County of Residence: _____ Res. of Marion Co.
Expiration of Commission: _____ Comm. Exp. 8-11-2007

This Instrument prepared by and should be returned after recording to:
↓
Williams Communications, Inc.
6450 English Ave.
Indianapolis, IN 46219