

6

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 019054

2000 MAR 21 AM 10:32

MORRIS W. DANIER  
RECORDER

Tract No.: IN-LA-124

**SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT**

x BB  
Living

THIS SUPPLEMENTAL AGREEMENT, made this 8th day of December, 1999 between Bernie E. Bahls, Individually (Life Estate) and The Bernie E. Bahls Revocable Trust established on August 6, 1996 for the benefit of Bernie E. Bahls, 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 ("Grantee").

Whereas, by Easement Contract dated the 11th day of April, 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.

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

- 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.

**FILED**

MAR 20 2000

01353

PETER BENJAMIN  
LAKE COUNTY AUDITOR

20  
em  
1573

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 NA.

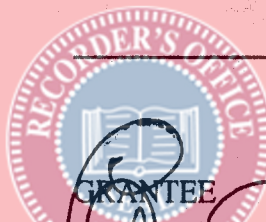
IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR(S)

*Bernie E. Bahls*  
*Bernie E. Bahls Trustee*  
INDIVIDUALLY (LIFE ESTATE) and as Trustee  
of the Bernie E. Bahls Revocable Living Trust.



*[Signature]*

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.: 97001251

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

One Williams Center, Suite 4100, Tulsa, OK 74172

**EXHIBIT "A"**

The East half of the Southeast Quarter of Section 2, Township 34 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, excepting the East 20 rods thereof and also excepting therefrom the following described tract: Part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of Section 2, Township 34 North, Range 9 West, thence West along the South line of said section a distance of 715.14 feet to the point of beginning; thence continuing West along the South line of said section a distance of 610.32 feet to a point; thence with an interior angle of 90 degrees 42 minutes 45 seconds Northerly along the West line of the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West a distance of 325.76 feet to a point on the center line of Lateral No. 9 Beaver Dam Ditch; thence with an interior angle of 81 degrees 52 minutes 47 seconds Southeasterly along the center line of Lateral No. 9 a distance of 304.34 feet to a point; thence with an exterior angle of 134 degrees 00 minutes 37 seconds Northeasterly along the center line of Lateral No. 9 a distance of 391.50 feet to a point; thence with an exterior angle of 52 degrees 06 minutes 50 seconds Southerly a distance of 530.86 feet to the point of beginning.



TRUSTEE'S ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of  
(Day)

The Bernie E. Bahls Revocable Trust established on August 6, 1996 for the  
December, 1999, personally appeared benefit of Bernie Bahls, Bernie E. Bahls, Trustee, ~~of the~~  
(Month) (Trustee)  
represented by Bernie E. Bahls, Trustee

on behalf of Trust,  
who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any  
representations therein contained are true.



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

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



TRUSTEE'S ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of  
(Day)

December, 1999, personally appeared Bernie E. Bahls, Individually, (Life Estate), Trustee of the  
(Month) (Trustee)

Bernie E. Bahls Revocable Living Trust established on August 6, 1996  
For the benefit of Bernie E. Bahls

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.



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

STOP



Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF Marion )

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)

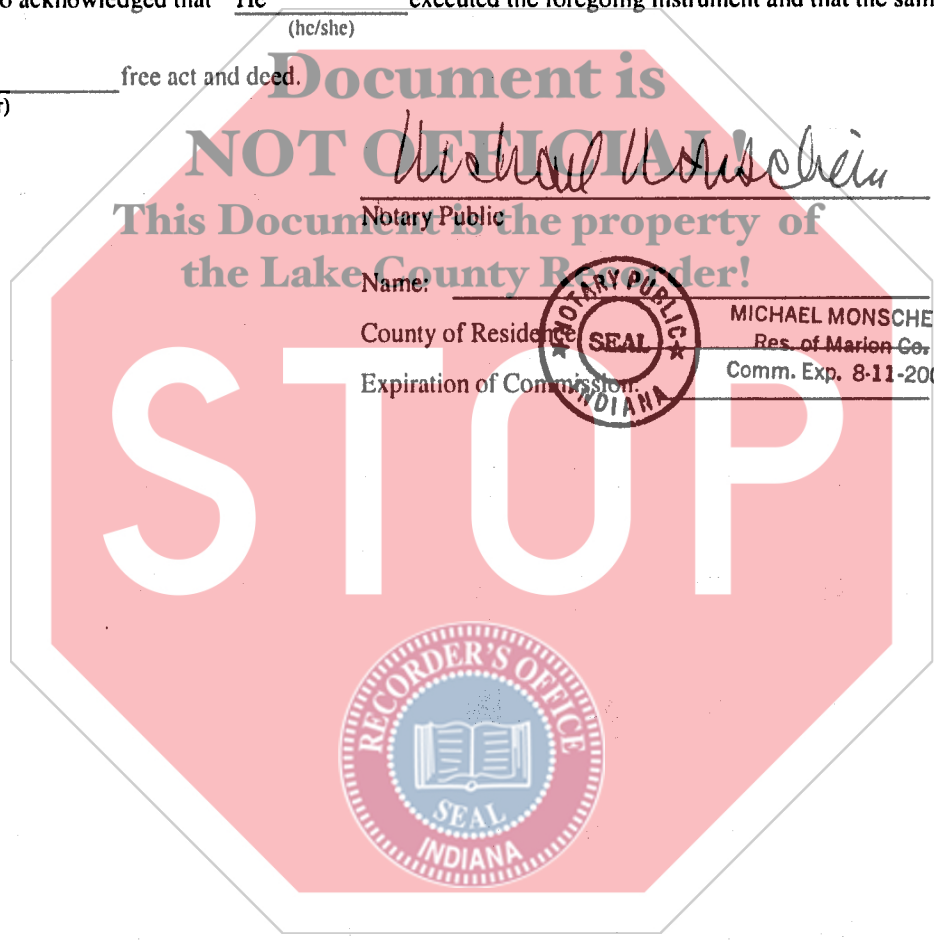
as identification who acknowledged that He executed the foregoing instrument and that the same  
(he/she)

is his free act and deed.  
(his/her)

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

Michael Monschein  
Notary Public

Name: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
Expiration of Commission: \_\_\_\_\_  
MICHAEL MONSCHIN  
Res. of Marion Co.  
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