

STATE OF INDIANA
LAKE COUNTY
FILED

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Tract No.: IN-LA-065

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 15th day of JANUARY, ~~1999~~ 2000, between Joanne E. Rosenthal, 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 3rd 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.

NOW, THEREFORE, in the consideration of the sum of ten And More Dollars (\$ 10.⁰⁰) ~~per rod~~ 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.

FILED

MAR 24 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

Cinnabar Service Co.
6450 English Ave
Tulsa, Okla.
46219

01556

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OR
1606

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 N/A, whose tenancy expires _____.

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

WITNESS

GRANTOR(S)

Joanne E. Rosenthal
Joanne E. Rosenthal



GRANTEE

[Signature]

Dwayne A. Moseley
Attorney-In-Fact, Inst. #2000-0035721
Williams Communications, Inc.
d/b/a Vyvx, Inc.

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

Book: _____ Page: _____

Document No.: 137423

This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-065

EXHIBIT "A"

The South half of the East half of Section 5, Township 33 North, Range 8 West of the 2nd P. M., containing 156.95 acres, more or less, in Cedar Creek Township, Lake County, Indiana, excepting therefrom, however, a 10 acre tract out of the N. W. corner thereof, having frontage of approx. 330 feet on County Rd. 10, and 1320 feet North to South previously sold to Daniel and Betty Lynch.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) ss
COUNTY OF LAKE)

On this 15th day of Jan, 2000, personally appeared before me

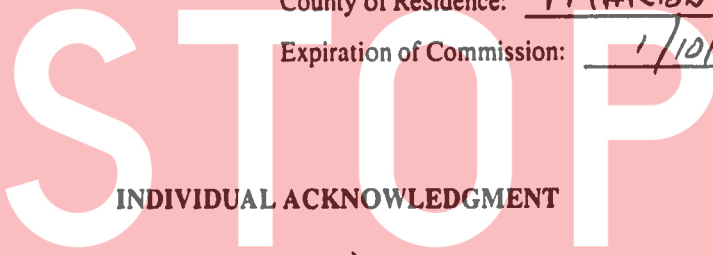
Joanne E. Rosenthal personally known to me or who has produced DL
(name of person acknowledging) (type of identification)

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



DON CLARK
Res. of Marion Co.
Comm. Exp. 3-10-08

Notary Public
Name: Don Clark
County of Residence: MARION
Expiration of Commission: 1/10/08



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) ss
COUNTY OF LAKE)

On this ___ day of ___ Month, ___ Year, personally appeared before me

personally known to me or who has produced ___
(name of person acknowledging) (type of identification)

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



Notary Public
Name: _____
County of Residence: _____
Expiration of Commission: _____

INDIVIDUAL ACKNOWLEDGMENT

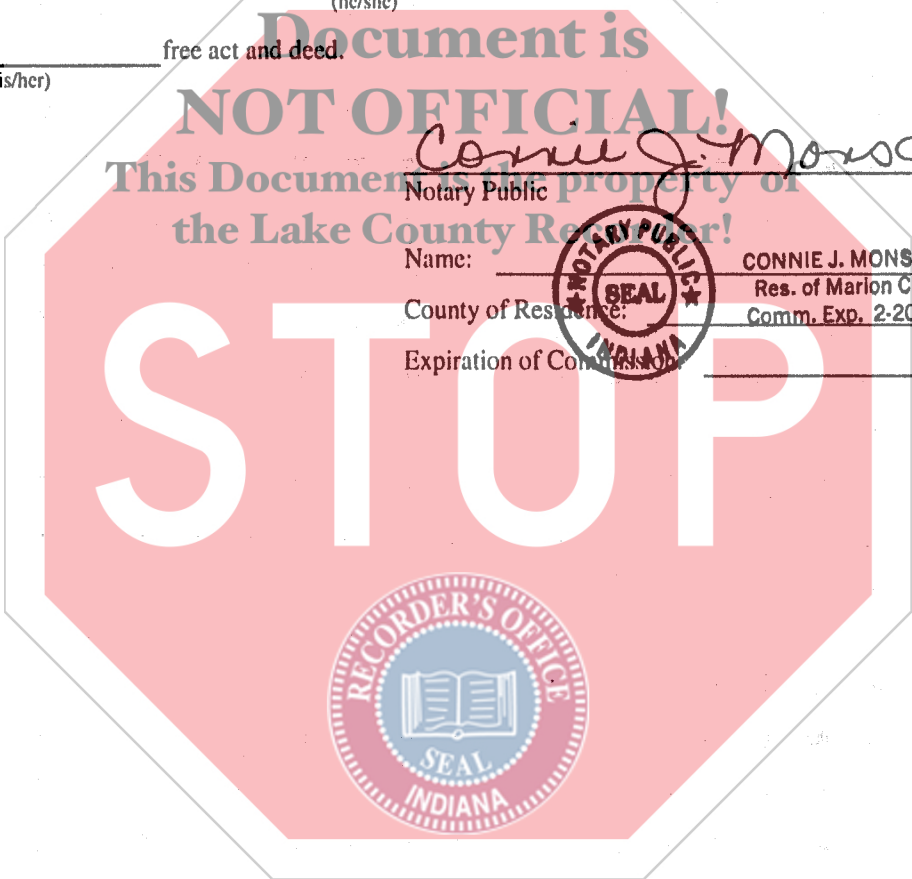
STATE OF INDIANA)
)
COUNTY OF Marion) SS

On this 15th day of March, 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)



Connie J. Monschein
Notary Public
Name: CONNIE J. MONSCHIEIN
County of Residence: Res. of Marion County
Expiration of Commission: Comm. Exp. 2-20-2008

This Instrument prepared by and should be returned after recording to:

↓
Williams Communications, Inc.
6450 English Ave.
Indianapolis, IN 46219