

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 030715

2000 MAY -5 AM 9:27

MORRIS W. CARTER
RECORDER
Tract No.: IN-LA-137

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 9th day of FEBRUARY, ^{2,000}~~1999~~, between John A. Luers, Karen Luers Utley, Douglas W. Luers, Janyth Ayn Sallee and Kathy Kay Cook 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) ~~xxxxxx~~ 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.

***SEE EXHIBIT "B" ATTACHED TO AND MADE A PART OF THIS SUPPLEMENTAL R/W AGREEMENT

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 _____

whose tenancy expires NA

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

WITNESS

San J. Pigo
San J. Pigo

GRANTOR(S)

John A. Luers

Karen Luers Utley

Douglas W. Luers
Douglas W. Luers

Janyth Ayn Sallee
Janyth Ayn Sallee

 * *Kathy Kay Cook*
Kathy Kay Cook

GRANTEE

Barbara E. Moore

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.: 99100267
 This instrument was prepared by: Charles T. Plake, Esq.
 One Williams Center, Suite 4100, Tulsa, OK. 74172

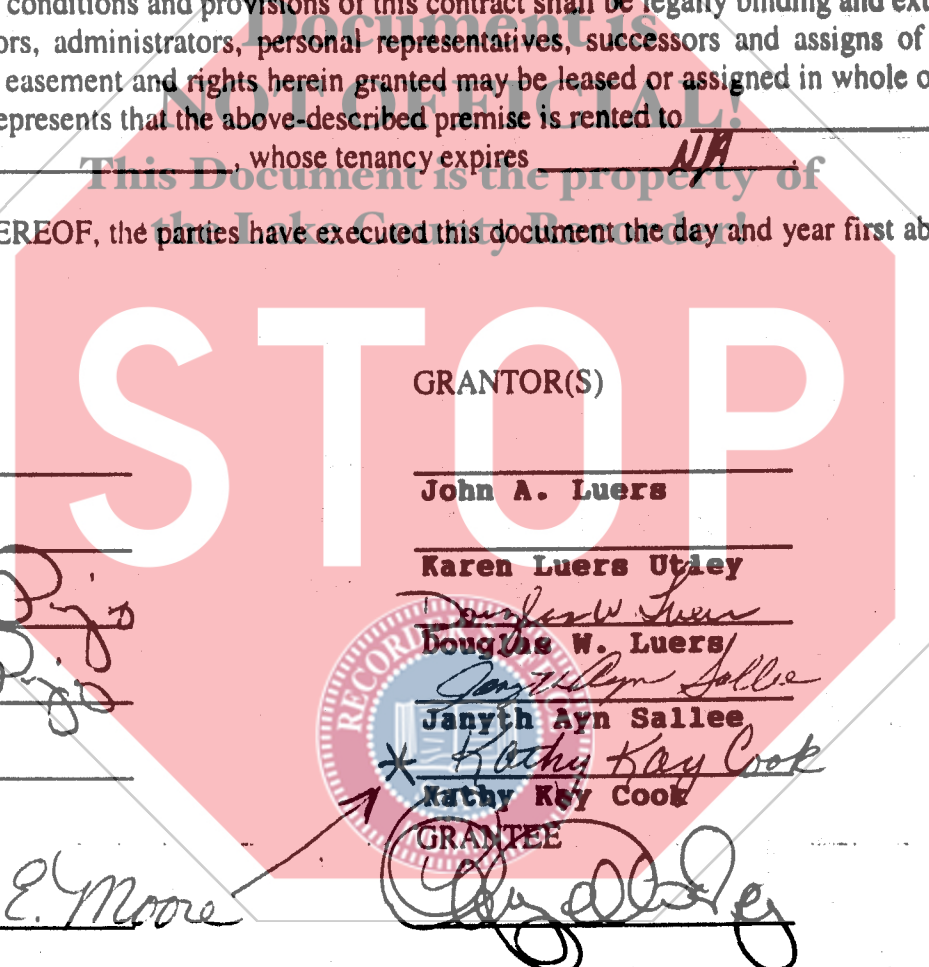


EXHIBIT "A"

The Southwest Quarter of the Northeast Quarter of Section 2, Township 34 North, Range 9 West of the Second Principal Meridian. **EXCEPTING THEREFROM:** Part of the Northeast Quarter of Section 2, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the South line of the Northeast 1/4 of said Section 2 and 607.45 feet East of the Southwest corner thereof, said point being the Northwest corner of Lot 14, Green Acres Estates; thence South 89 degrees, 28 minutes, 09 seconds East along the South line of said Northeast 1/4 a distance of 190.0 feet; thence North 00 degrees, 45 minutes, 39 seconds East, 230.0 feet; thence North 89 degrees, 28 minutes, 09 seconds, West 190.00 feet; thence South 00 degrees, 45 minutes, 39 seconds, West 230.0 feet to the point of beginning.

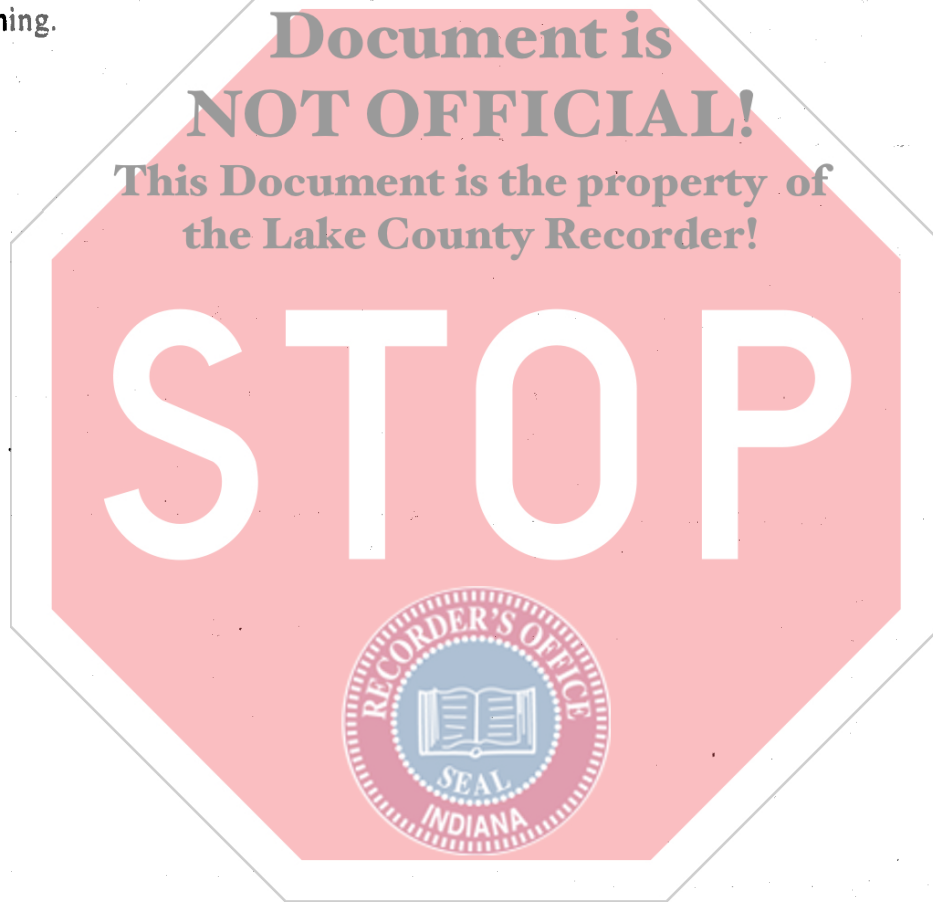


EXHIBIT "B"

Attached hereto and made a part hereof that Supplemental Right of Way Agreement dated the 9th day of FEBRUARY, 2,000, by and between John A Luers, Karen Luers Utley, Douglas W. Luers,

Janyth Ayn Sallee, Kathy Kay Cook as Grantor(s)
and Williams Communications, Inc., D/B/A/ VYVX, Inc. in the State of Indiana as Grantee.

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation, and maintenance of said facilities, including, but not limited to injuries to or deaths of persons or animals, court cost and reasonable attorneys' fees, when due to negligence to Grantee, its employees or contractors

All soil compacted by construction will be repaired, as nearly as practicable, to as good or better condition as existed immediately prior to construction. Grantee, at its option, may indemnify Grantor for the cost of repairing compaction damage to pre-construction conditions.

All drainage tiles damaged by construction will be restored, as nearly as practicable, to as good or better condition as existed immediately prior to construction.

Before a fence is cut by Grantee, it will be properly supported on each side of the contemplated opening by suitable posts and braces.

Grantor will be notified prior to the construction of the fiber optic system on said property.

Grantee agrees to restore, as nearly as practicable, the surface and contours of the right of way on tillable lands to as good a condition and contour as existed immediately prior to construction operations.

Ingress and egress will be restricted to: 1)the right of way hereby granted, 2)the adjacent pipeline rights of way, 3)existing roads or trails during construction unless additional prior written permission is obtained from the Grantor.

Grantee agrees that Grantor shall not be liable for damages to Grantee's underground communications facilities resulting from the construction of cross over road(s) necessary for Grantor to access or develop Grantor's lands. Grantor shall notify Grantee prior to commencing construction of any such cross over road(s) so that Grantee may take adequate steps to protect its facilities.

Grantee holds harmless the Grantor from any environmental damage or incidents along and adjacent to the right of way granted for the communication system.

Grantee agrees that Grantor shall not be liable for damage to Grantee's underground communications facilities resulting from normal agriculture plowing, tilling, sowing, or reaping unless Grantor acts negligently or uses methods that result in the disturbance of soil more than three feet below the surface. Grantor shall promptly inform Grantee if such agricultural activities damage or expose Grantee's facilities and Grantee shall then either re-bury or relocate its facilities to prevent future damage

Grantee agrees to renegotiate with and pay tenant for crop damages resulting from late construction of Grantee's communications system.

Signed for Identification, the day and year first above written.

GRANTOR(S)

John A Luers

Karen Luers Utley

Douglas W. Luers
Douglas W. Luers

Janyth Ayn Sallee
Janyth Ayn Sallee

* *Kathy Kay Cook*
Kathy Kay Cook

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the Lake County Recorder!

STOP



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~INDIANA~~ Illinois)
COUNTY OF ~~INDIANA~~ Lake) SS

On this 15 day of Feb, 2000 personally appeared before me
Day Month Year

Kathy Kay Cook personally known to me or who has produced Illinois Driver's License
(name of person acknowledging) (type of identification)

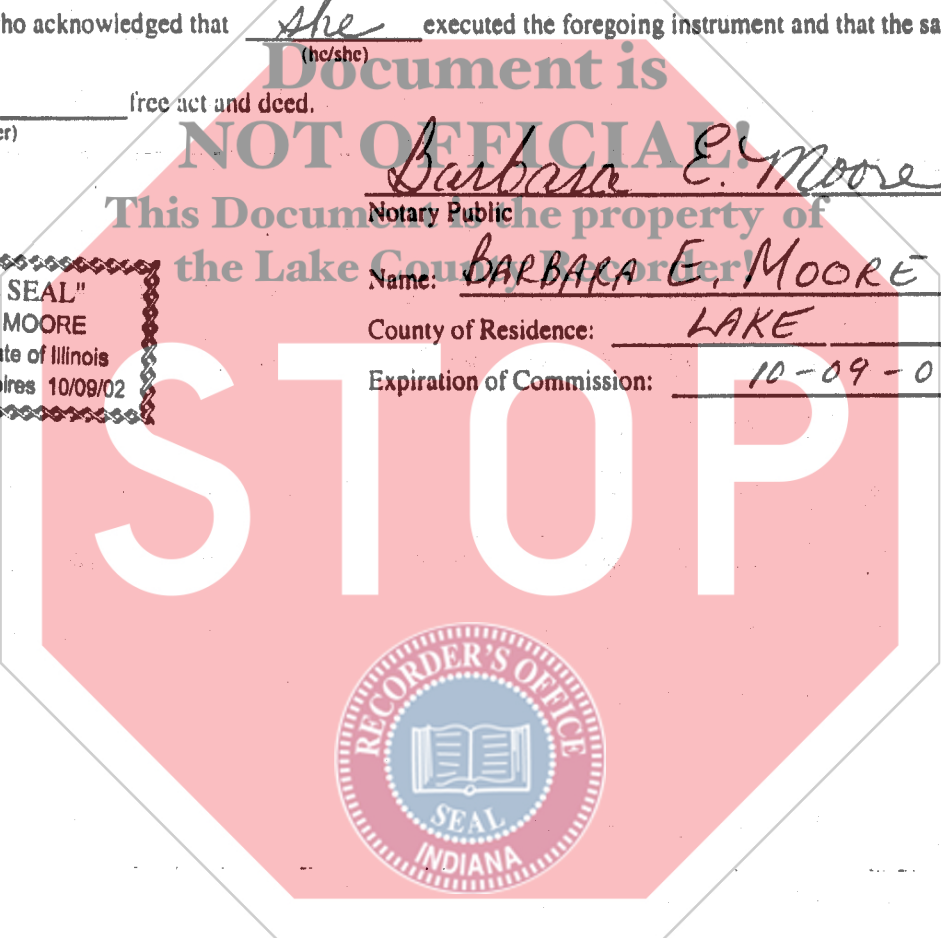
As identification who acknowledged that she executed the foregoing instrument and that the same
(he/she)

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

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the Lake County Recorder

Barbara E. Moore
Notary Public
Name: BARBARA E. MOORE
County of Residence: LAKE
Expiration of Commission: 10-09-02

"OFFICIAL SEAL"
BARBARA E. MOORE
Notary Public, State of Illinois
My Commission Expires 10/09/02



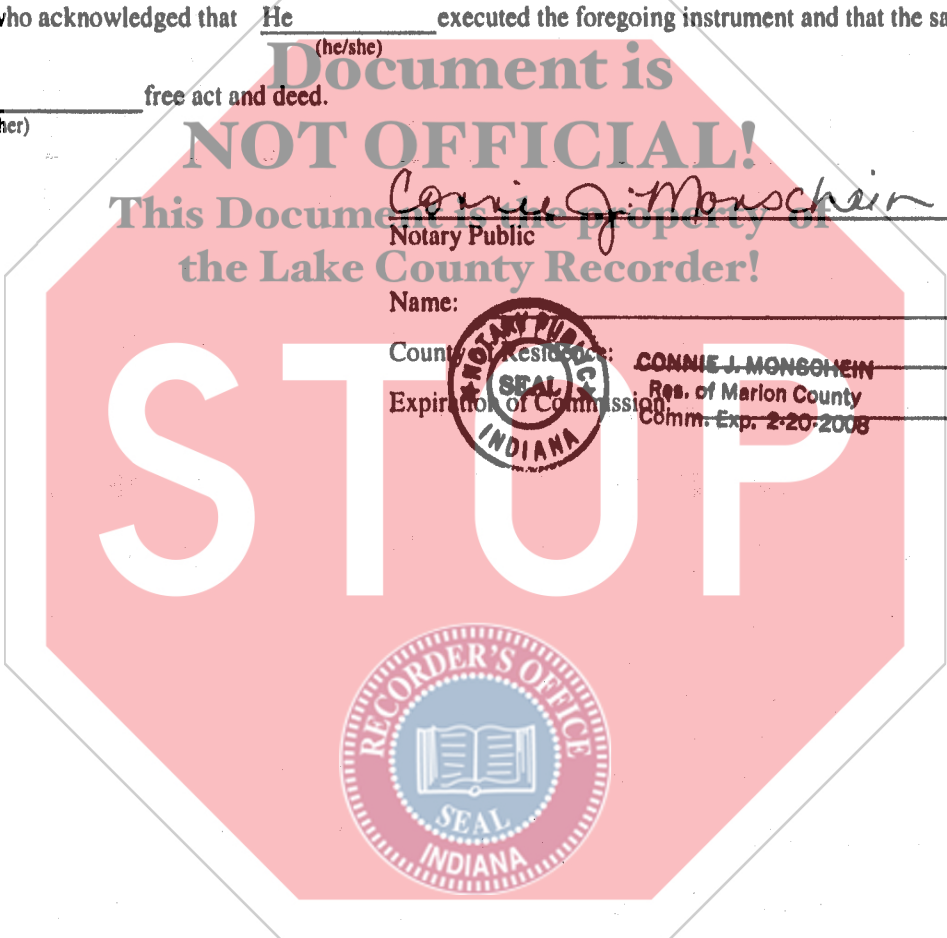
INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF Marion) ss

On this 12th day of April, 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)



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

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