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REC'D
RECORDS

Tract No.: IN-LA-021 024

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 13th day of JUNE, 2000, between Norman R. Groet and Sandra Groet, 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 5th day of May, 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) 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.

PLEASE SEE ATTACHED EXHIBITS **FILED**

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PETER BENJAMIN
LAKE COUNTY AUDITOR

1900
2079

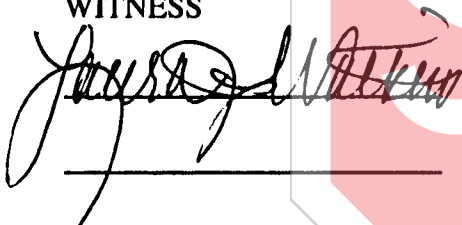
2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space parallel to and adjacent to the existing permanent easement as may be reasonably necessary.

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 _____.

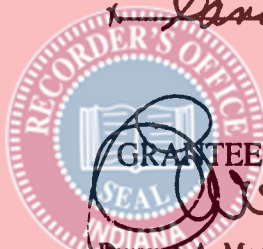
IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS



GRANTOR(S)





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.: 043733
This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK. 74172

EXHIBIT "A"

South half of Section 35, Township 33 North, Range 8 West of the 2nd P. M., excepting therefrom: (1) 14.547 acres conveyed June 4, 1964, by R-O-W grant to the State of Indiana (Document No. 581440) and (2) 9.1 acres more or less conveyed February, 1965, to Ellis et al (Deed Record 1291, Pages 414-415), in Lake County, Indiana, and containing after said exceptions 296.353 acres, more or less.



EXHIBIT B

1. 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 costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.
2. After installation of the initial communication system, Grantee shall have the right to install additional communications systems or conduit in the Easement only upon payment to Grantor of an additional amount, to be negotiated at that time, for each additional installation. The above payment obligation does not apply (but the damage payment provisions of this Agreement shall apply) to repair, replacement, or maintenance of an existing communications system.
3. Grantee agrees that Grantor shall not be liable for damage to Grantee's underground communication facilities resulting from normal agriculture plowing, tilling, sowing, or reaping unless the Grantor acts negligently or uses methods that result in the disturbance of the 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.
4. If, after initial installation of the communications system, Grantor's property is damaged as a result of the maintenance, operation, or repair of said facilities, Grantee shall be compensated accordingly.
5. Ingress and egress will be restricted to: 1) the right of way hereby granted; 2) the adjacent pipeline rights of way; and 3) existing roads or trails during construction unless additional prior written permission is obtained from the Grantor.
6. In order to cross the drainage ditch to obtain access to Grantor's property, construction at their discretion, will either: A) Construct a temporary bridge within the existing right of way, or B) Utilize the Grantor's private access and existing bridge. If option B is exercised, any necessary reinforcement of the bridge, or resulting damage will be the sole responsibility of the Grantee and its contractors.
7. Grantee hereby agrees to open cut the trench across Grantor's property during the construction of the fiber optic system. 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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) ss
COUNTY OF LAKE)

On this 13th day of JUNE, 2000, personally appeared before me
Day Month Year

Norman R. Groet 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)



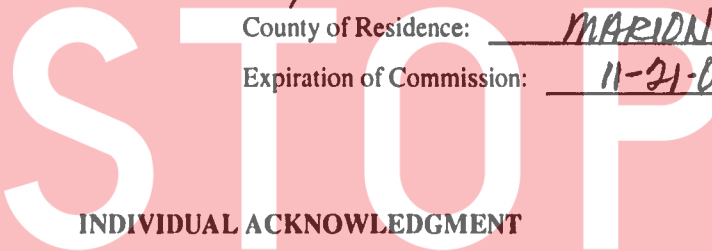
LAURA J. WATKINS
Res. of Marion Co.
Comm. Exp. 11-21-2007

Laura J. Watkins
Notary Public

Name: LAURA J. WATKINS

County of Residence: MARION

Expiration of Commission: 11-21-07



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) ss
COUNTY OF LAKE)

On this 13th day of JUNE, 2000, personally appeared before me
Day Month Year

Sandra Groet 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)



LAURA J. WATKINS
Res. of Marion Co.
Comm. Exp. 11-21-2007

Laura J. Watkins
Notary Public

Name: LAURA J. WATKINS

County of Residence: MARION

Expiration of Commission: 11-21-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF Marion) ss

On this 22nd day of June, 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: 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 ↑