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Tract No.: IN-LA-104.106

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

THIS SUPPLEMENTAL AGREEMENT, made this 22<sup>nd</sup> day of MAY, 2000, between Riggs J. Overley, Andrea Overley Huelster, Kristin J. Overley and Alicia Overley Campbell, 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 1<sup>st</sup> 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 Dollars (\$ 10<sup>00</sup>) per line 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.

**FILED**

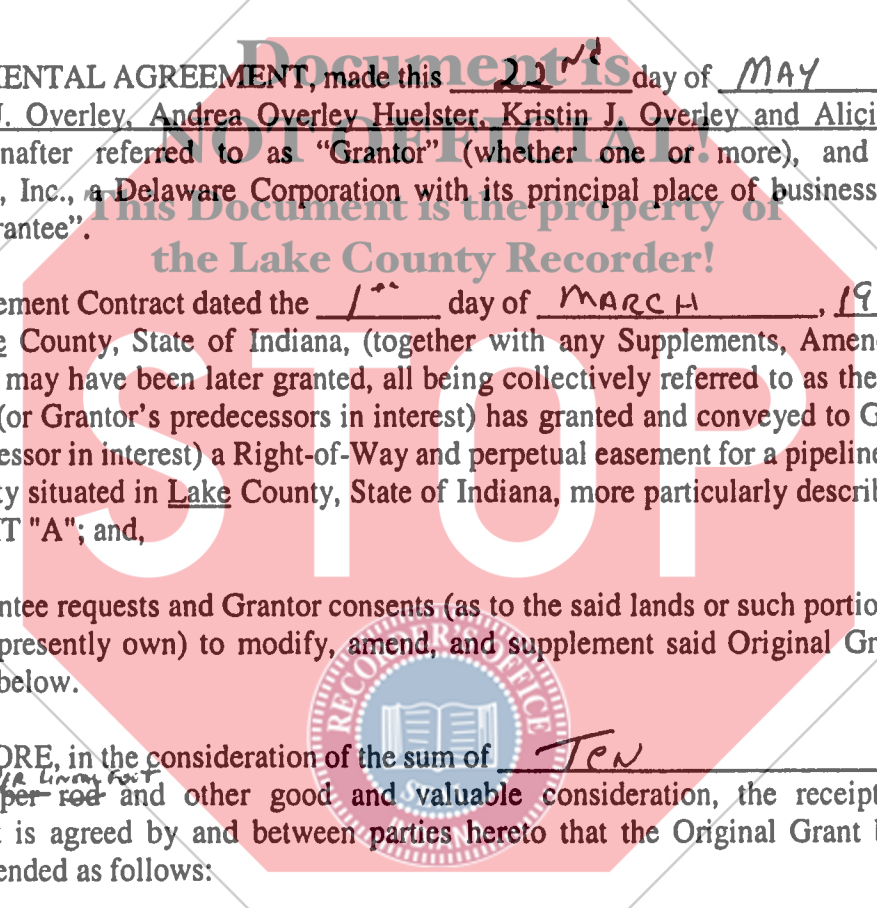
7 2000

02109

**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

23<sup>rd</sup>  
m

2079



Handwritten signatures and initials on the right margin, including 'RJO', 'AOC', and 'KJO'.

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 here to AND made a part here of 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 LARRY NELSON whose tenancy expires \_\_\_\_\_

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

WITNESS  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR(S)  
  
  
  
  
GRANTEE

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.: 98048587  
This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK. 74172



**EXHIBIT "A"**

The Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 9 West of the 2nd P. M., Lake County, Indiana, containing 40 acres, more or less;

EXCEPTING THEREFROM, however, that parcel of said real property previously conveyed to Northern Indiana Public Service Co. by Deed dated 12/20/80, and recorded 1/16/81 as Document No. 614536 in the Office of the Recorder of Lake County, Indiana;

ALSO EXCEPTING one acre of land in the Southeast corner of the Southwest Quarter of Section 13, Township 34 North, Range 9 West of the 2nd P. M. more particularly described as commencing at the Southeast corner of said Southwest Quarter of said Section 13, thence running North 264 feet, thence running West 165 feet, thence running South 264 feet, thence running East 165 feet to the place of beginning.

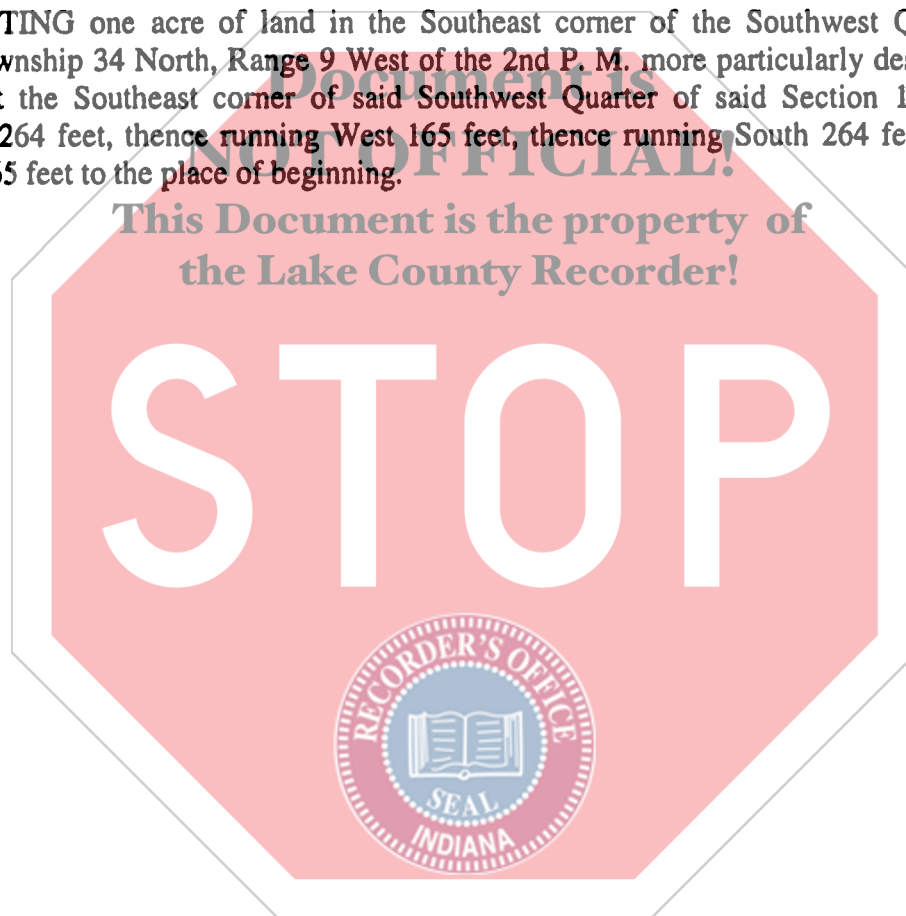


EXHIBIT "B"

Attached hereto and made a part hereof that Supplemental Right of Way Agreement dated the \_\_\_\_\_ day of May, 2,000, by and between \_\_\_\_\_ 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.

Grantee hereby agrees to open cut the trench across Grantor's property during construction of the fiber optic system. Any drain tile cut during the trenching shall be marked and Grantor notified of the cut. Grantee shall repair the tile, provided that Grantee's contractor will not be unduly delayed. AT GRANTEE'S SOLE EXPENSE, SAID work to be performed in a competent workman-like manner.

*[Handwritten signatures and initials]*

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

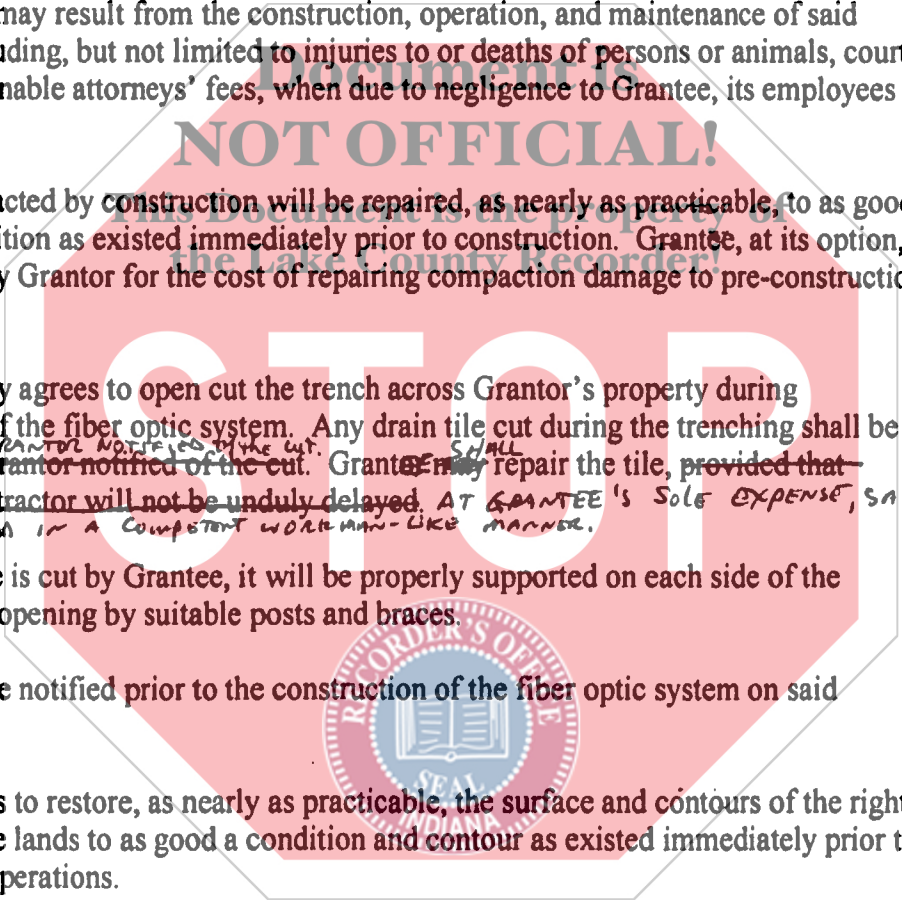
Grantor will be notified prior to the construction of the fiber optic system on said property.

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

The conduit and fiber optic cable (s) should be located to, and 20 feet southwest of "Amoco's" existing pipeline. The permanent easement shall be 10' (feet) in width, extending 5' (feet) on either side of the conduit and fiber optic cable (s). The bottom depth shall be approximately 48" (inches) from the surface on the ground and the top coverage of the conduit shall be approximately 42" (inches) to the surface of the ground..

Grantee agrees that this easement is for the initial installation of said underground communications system only. The cost of actual damages, if any, of each repair, maintenance or replacement procedure or occurrence will be reimbursed upon completion of each procedure or occurrence. Should additional facilities, expansion or relocation be required in the future, Grantee will enter into separate negotiations at that time, including, any road access to easement.

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

GRANTOR(S)

✓ *Alicia D. Campbell*  
✓ *Andrew B. Hubler*  
✓ *Riggs Wesley*  
✓ *Anthony [unclear]*



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF LAKE )

On this 22 day of May, 2000, personally appeared before me  
Day Month Year

Riggs J. Overley personally known to me or who has produced DL  
(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)

[Signature]  
Notary Public

Name: Maria H. Donaldson

County of Residence: NEWTON

Expiration of Commission: 4-15-2001

This Document is the property of  
the Lake County Recorder!



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF LAKE )

On this 22 day of May, 2000, personally appeared before me  
Day Month Year

Andrea Overley Huelster 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)

[Signature]  
Notary Public

Name: Maria H. Donaldson

County of Residence: 4-15-2001

Expiration of Commission: NEWTON



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

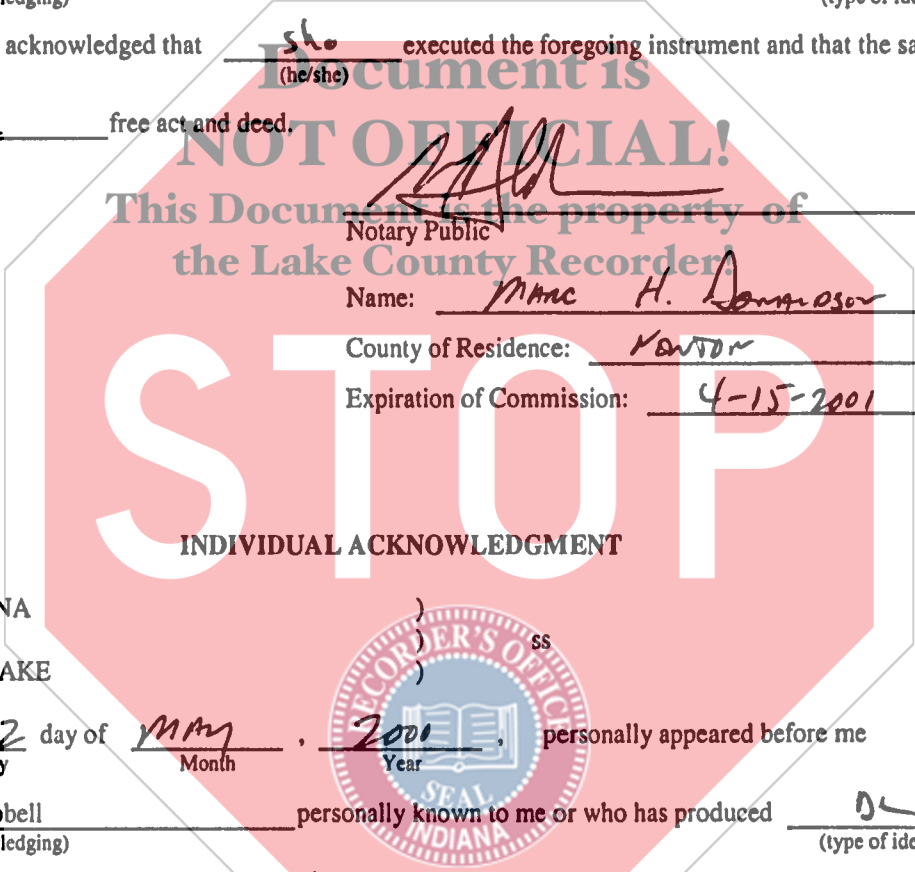
On this 22 day of May, 2000, personally appeared before me  
Day Month Year

Kristin J. Overley 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)

[Signature]  
Notary Public  
Name: MARC H. DONALDSON  
County of Residence: WANTON  
Expiration of Commission: 4-15-2001



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

On this 22 day of May, 2000, personally appeared before me  
Day Month Year

Alicia Overley Campbell 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)

[Signature]  
Notary Public  
Name: MARC H. DONALDSON  
County of Residence: WANTON  
Expiration of Commission: 4-15-2001

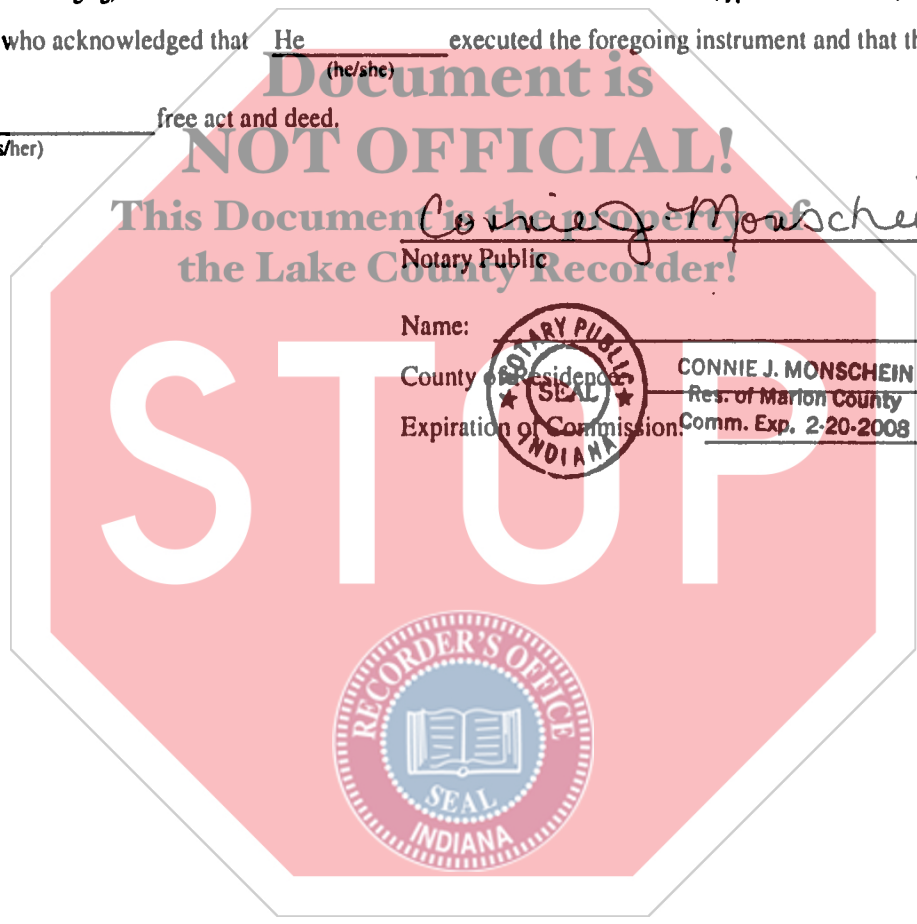
INDIVIDUAL ACKNOWLEDGMENT

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)



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