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STATE FILED
LAKE COUNTY
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AUG 29 2000
2000 AUG 29 AM 9:30
PETER BENJAMIN
LAKE COUNTY AUDITOR

Tract No.: IN-LA-005

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 13th day of July, 2000, between Elisabeth Caroline Smith Trust, A.M.O. Smith Trust, Robert B. Krost, John S. Krost, Thomas A. Krost, William G. Krost, Richard B. Krost, Gerard Nicholas Smith and Kathleen Roberta Osborn (Smith) aka Kathleen Roberta Paz, 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 4th day of June, 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 lineal 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.

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3500
~~3500~~
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2181

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 ROBERT GREATHOUSE, whose tenancy expires DEC 31, 2000.

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

GRANTOR(S):

1) Elisabeth Krost Smith
Trustee

Print Name: Elisabeth Caroline Smith Trust
Address: 2245 Ashbourne Dr
San Marino, Ca 91108

4) John S. Krost

Print Name: John S. Krost
Address: P.O. Box 6954
Big Bear Lake, CA 92315

2) Elisabeth Krost Smith
Trustee

Print Name: A.M.O. Smith Trust
Address: 2245 Ashbourne Dr
San Marino, Ca. 91108

5) Thomas A. Krost

Print Name: Thomas A. Krost
Address: 1725 N. CRAIG AVE
ALTADENA, CA 91001

3) 5597 BURNING SIDE LN
RIVERSIDE 92509

Print Name: Robert B. Krost
Address: [Signature]

6) William G. Krost

Print Name: William G. Krost
Address: 8600 TOSCANY AVE #303
PLAYA DEL REY, CA. 90293

Richard B. Krost

Print Name: Richard B. Krost

Address: 1986 Refugio Rd.
Santa Fe, Ca. 93460

8) *Kathleen R. Paz*

Print Name: Kathleen Roberta Osborn
(Smith) aka Kathleen Roberta Paz

Address: 5352 Cerritos Ave Azusa
91702

9) _____

Print Name: Gerard Nicholas Smith

Address: _____

Document:

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP



7) _____

Print Name: Richard B. Krost

Address: _____

8) _____

Print Name: Kathleen Roberta Osborn
(Smith) aka Kathleen Roberta Paz

Address: _____

9) Gerard Nicholas Smith

Print Name: Gerard Nicholas Smith

Address: 4750 Langdale Way
Colorado Springs, CO. 80906

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

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

Book: _____ Page: _____

Document No.: 630111

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

One Williams Center, Suite 4100, Tulsa, OK. 74172

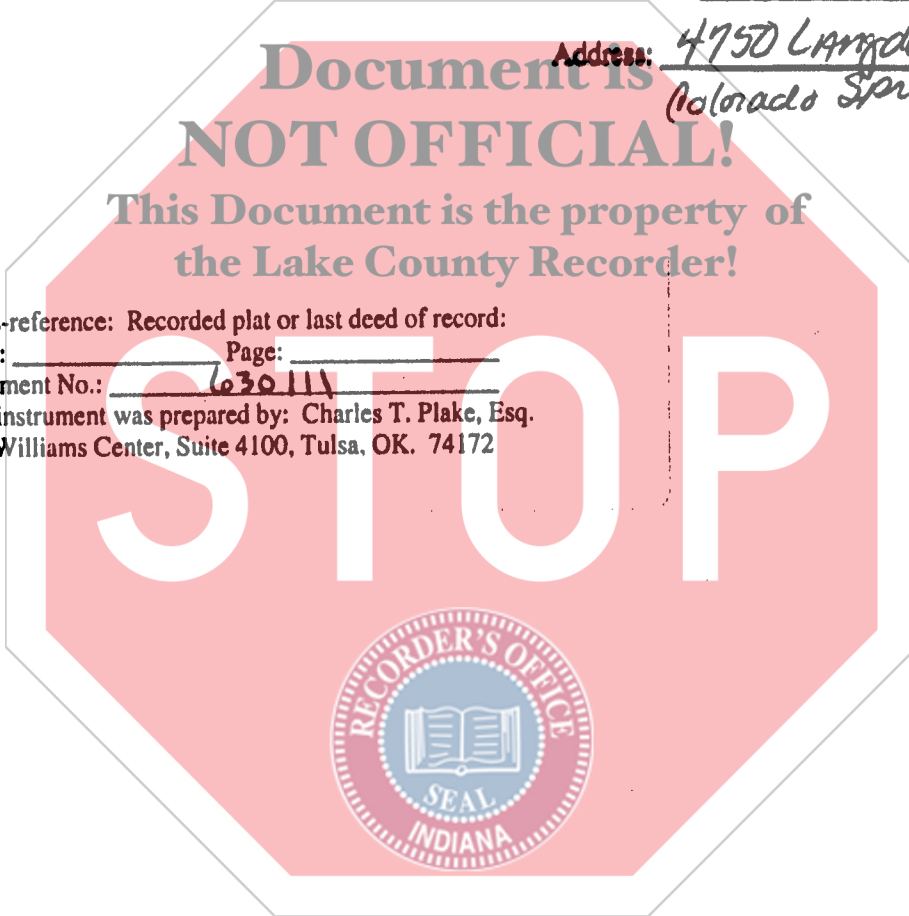


EXHIBIT "A"

Tract No. IN-LA-005

**Centerline Description
Crossing the property of
Elisabeth Caroline Smith, Roger Brown Krost, John S. Krost, Robert B. Krost, Thomas A. Krost,
William G. Krost, Richard B. Krost, Tove Anne (Smith) Mercer, Gerard Nicholas Smith and
Kathleen Roberta (Smith) Osborn**

A ten foot (10') wide Permanent Easement and Right-of-Way crossing part of the Northwest Quarter of Section 18, Township 32 North, Range 7 West, Eagle Creek Township in Lake County, Indiana and being part of that tract or parcel of land being more particularly described in a certain Affidavit of Heirship listing Elisabeth Caroline Smith, Roger Brown Krost, John S. Krost, Robert B. Krost, Thomas A. Krost, William G. Krost, Richard B. Krost, Tove Anne (Smith) Mercer, Gerard Nicholas Smith and Kathleen Roberta (Smith) Osborn as owners, dated October 20, 1980 and recorded as Instrument No. 630110, and in a certain Warranty Deed from Roger Brown Krost to Elisabeth Caroline Smith dated September 10, 1980 and recorded as Instrument Number 630111, both in the Office of the Recorder of Lake County, Indiana. Said ten foot (10') Easement strip lying five feet (5') on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; Thence N 00°00'00" E, along the west line of said Northwest Quarter, 100.00 feet to the northwesterly line of the tract of land described as an exception to Parcel 2 in said Instrument No. 630110; Thence N 54°58'56" E, along said northwesterly line which is the southeasterly line of the tract of land described by said Instrument No. 630110 and conveyed by said Instrument No. 630111, a distance of 276.24 feet to POINT OF BEGINNING, said point being 20.0 feet southwesterly of (as measured perpendicular to) an existing pipeline crossing said southeasterly line at a distance of 296.35 feet from the southwest corner of said tract of land;

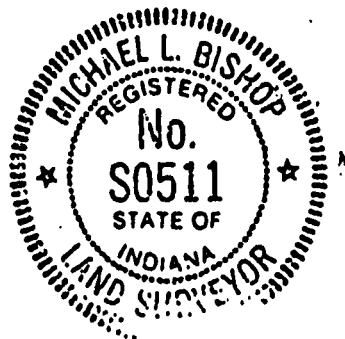
THENCE N 40°50'25" W, 134.76 feet to a point 20.0 feet southwesterly of said pipeline;

THENCE N 55°22'32" W, 167.83 to the POINT OF EXIT of the described centerline on the west line of said Northwest Quarter, said point being 20.0 feet southwesterly of (as measured perpendicular to) said pipeline. Said point also being N 00°00'00" E, along said west line, 455.83 feet from the southwest corner of said Northwest Quarter. The Permanent Easement and Right-of-Way contains 0.069 acres of land.

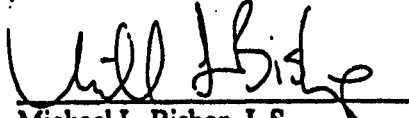
Together with a ten foot (10') wide Temporary Work Space Easement being immediately adjacent and parallel with each side of the above described Permanent Easement and Right-of-Way. Said Temporary Work Space Easement contains 0.139 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate on the southeasterly line of the tract of land conveyed by said Instrument No. 630111 and on the west line of said Northwest Quarter.

Basis of bearings is a bearing of N 00°00'00" E on the west line of said Northwest Quarter from the exception description from said Instrument No. 630110.



Certified this 4th day of May, 2000


Michael L. Bishop, L.S.
Registered Land Surveyor No. S0511
State of Indiana

Tract No. IN-LA-005

EXHIBIT "B"

The 3 conduits and fiber optic cable(s) shall be located parallel to, and 10 feet southwesterly of Amoco's existing pipeline as it exists on the date of execution of the foregoing easement. The permanent easement shall be 10 feet in width, extending 5 feet on either side of the conduit and fiber optic cable(s). The temporary easement will revert back to the landowner upon completion of initial construction and clean up. The fiber optic cables will be buried at a minimum of 42" in depth.

Grantee hereby agrees to open cut the trench across Grantor's property during construction of the communications system. Any drain tile cut during the trenching shall be marked and Grantor notified of the cut. All drain tiles damaged by Construction will be restored as nearly as practicable, to as good or better condition as existed immediately prior to construction.

Grantee shall, at its own cost, remove from the above described premises the excess rock having a dimension of five (5) inches or more, unearthed by it in construction of said facilities so that the surface of the land in the right of way can be cultivated in the same manner as the surface of the land adjacent to the right of way.

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

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 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 also agrees to indemnify and hold Grantor or third party working for Grantor harmless while performing work other than normal farming activity around the Grantee's communications system, as long as grantor or third party calls Indiana One Call at 1-800-ONE-CALL or the 1-800 # listed on the line markers at least 48 hours in advance.

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.

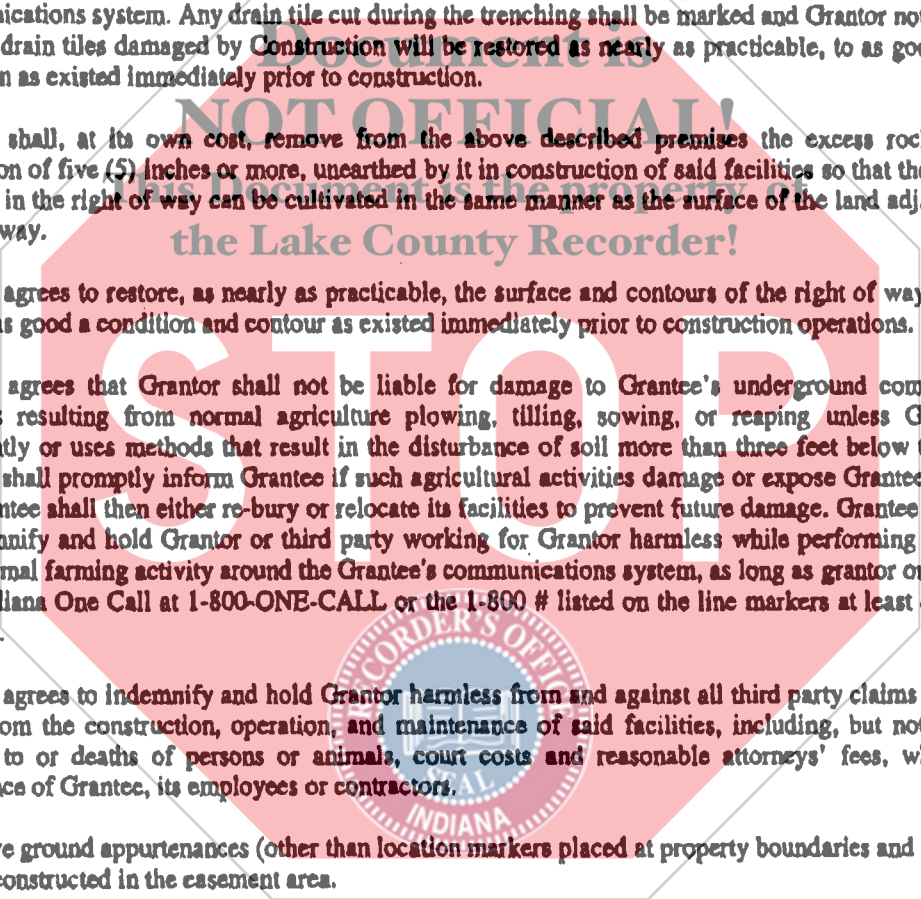
No above ground appurtenances (other than location markers placed at property boundaries and fence lines) will be constructed in the easement area.

Grantee agrees to contact Matthew Wiseman at Stienner & Associates, the managers, at least 48 hours in advance of construction of the said property. Phone # 219-663-2990.

Grantee agrees to pay Grantor for all future damages resulting in the operations and maintenance of the communications system.

Grantee agrees to a one-time installation. All future installations will have to be renegotiated between Grantor and Grantee.

If there are fences on property, grantee agrees to repair all fences to the condition it was in prior to construction.



TRUSTEE'S ACKNOWLEDGMENT

STATE OF California
~~INDIANA~~)
COUNTY OF Los Angeles)

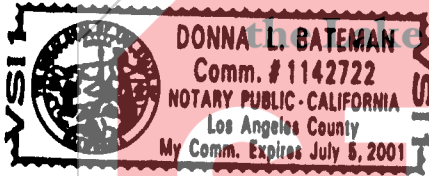
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Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of

July, 2000, personally appeared Elisabeth Krist Smith Trustee of the
(Month) (Day) (Representative)

Elisabeth Caroline Smith Trust
(Trust)

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



Donna L. Bateman
Notary Public
Printed Name: Donna L. Bateman
County of Residence: Los Angeles
Commission Expiration: 7/5/01

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



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

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



TRUSTEE'S ACKNOWLEDGMENT

STATE OF ~~INDIANA~~ California)
)
COUNTY OF Los Angeles)

ss

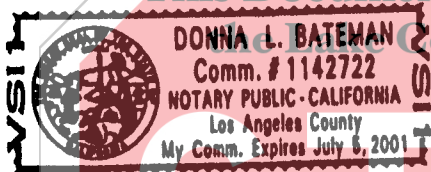
Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of

July
(Month)

, 2000, personally appeared Elizabeth Krost Smith, Trustee of the
(Representative)

A.M.O. Smith Trust
(Trust)

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



Donna L. Bateman

Notary Public

Printed Name: Donna L. Bateman

County of Residence: Los Angeles

Commission Expiration: 7/5/01



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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

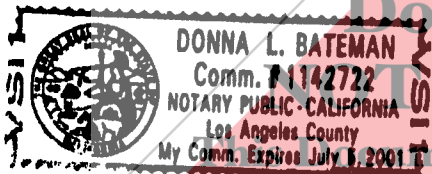
State of California

County of Los Angeles

On July 14, 2000 before me, Donna L. Bateman, Notary Public

personally appeared Robert B. Krost
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

the Lake County Recorder!

Donna L. Bateman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Supplemental Pipeline Right-of-Way Agreement

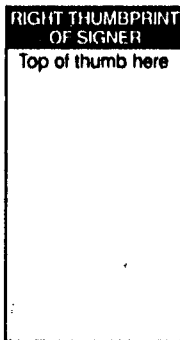
Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

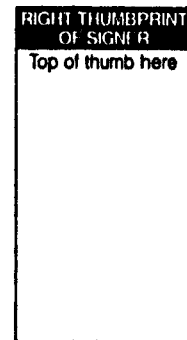
Signer's Name: _____ Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 18, 2008 before me, Donna L. Bateman, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John S. Krost
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna L. Bateman
Signature of Notary Public

OPTIONAL

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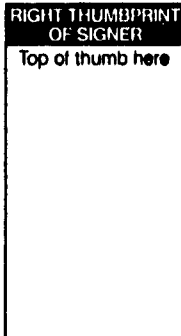
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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

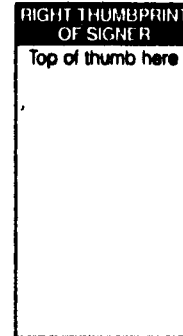
Signer's Name: John S. Krost Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 18, 2000 before me, Donna R. Bateman, Notary Public

personally appeared William B. Krost

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna R. Bateman
Signature of Notary Public

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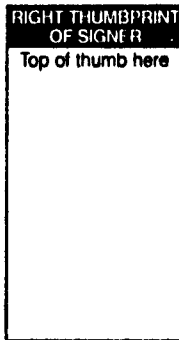
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William B. Krost Signer's Name: _____

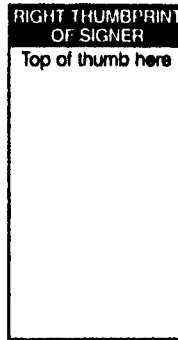
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:



- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

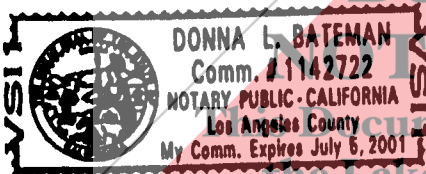
State of California

County of Los Angeles

On July 13, 2000 before me, Donna L. Bateman Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard B. Krost
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/har/their authorized capacity(ies), and that by his/har/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna L. Bateman
Signature of Notary Public

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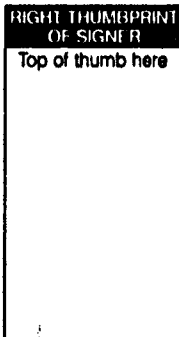
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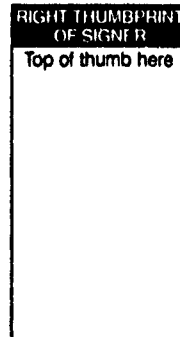
Signer's Name: Richard B. Krost Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

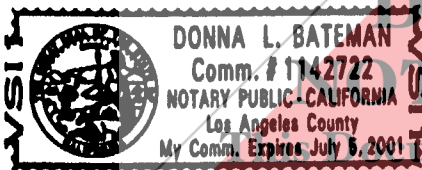
State of California

County of Los Angeles

On July 13, 2000 before me, Donna L. Bateman, Notary Public

personally appeared Thomas A. Krost

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna L. Bateman
Signature of Notary Public

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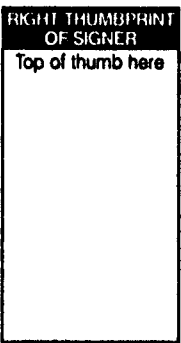
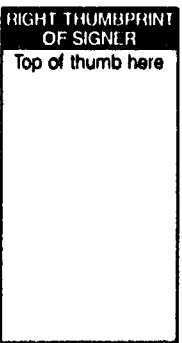
Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas A. Krost

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 17, 2000 before me, Donna L. Bateman (Notary Public)

personally appeared Kathleen Roberta Pay AKA Kathleen Roberta Osborn (Smith)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna L. Bateman
Signature of Notary Public

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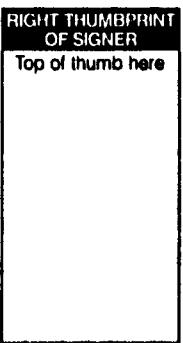
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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

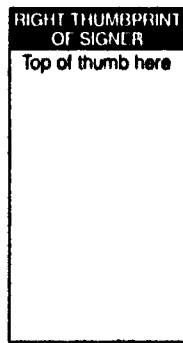
Signer's Name: _____ Signer's Name: _____

- Individual
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- Title(s): _____
- Partner — Limited General
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- Other: _____



Signer Is Representing:

- Individual
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Signer Is Representing:

