

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 019025

2000 MAR 21 AM 10:30

MORRIS W. CARTER  
RECORDER

Tract No.: IN-LA-051

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

THIS SUPPLEMENTAL AGREEMENT, made this 30<sup>th</sup> day of OCTOBER, 1999, between John P. Kretz and Eva K. Kretz, 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 19<sup>th</sup> day of AUGUST, 1994, 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 Eighteen Dollars + 50/100 Dollars (\$ 16<sup>50</sup>) 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 20 2000

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.

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 GERALD P. KRETZ, whose tenancy expires ON GOING

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

WITNESS

Charles E. Nail

GRANTOR(S)

John P. Kretz  
John P. Kretz  
Eva K. Kretz  
Eva K. Kretz

GRANTEE

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.: 672251  
This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK 74172

**EXHIBIT "A"**

The East half of the Southeast Quarter of the Southwest Quarter of Section 9, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) SS  
COUNTY OF LAKE )

On this 30 day of October, 1999, personally appeared before me  
Day Month Year

John P. Kretz personally known to me or ~~who has produced~~ \_\_\_\_\_  
(name of person acknowledging) (type of identification)

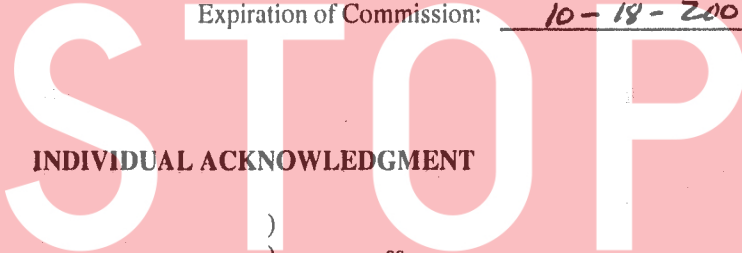
as ~~identification~~ who acknowledged that he executed the foregoing instrument and that the same  
(he/she)

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



LYNN FRANKLIN WESTER  
Res. of Marion County  
Comm. Exp. 10-18-2007

Lynn Franklin Wester  
Notary Public  
Name: Lynn Franklin Wester  
County of Residence: MARION  
Expiration of Commission: 10-18-2007



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) SS  
COUNTY OF LAKE )

On this 30 day of October, 1999, personally appeared before me  
Day Month Year

Eva K. Kretz 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)



LYNN FRANKLIN WESTER  
Res. of Marion County  
Comm. Exp. 10-18-2007

Lynn Franklin Wester  
Notary Public  
Name: Lynn Franklin Wester  
County of Residence: MARION  
Expiration of Commission: 10-18-2007

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF Marion ) SS

On this 11th day of Feb., 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