

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations acknowledged, ~~XXXXXX~~ in hand paid, receipt and sufficiency of which is hereby ~~XXXXXX~~
~~XXXXXX~~ I, or we, Virginia Brister Holmes, Elmore Holmes III, as
Executor of the Estate of Elmore Holmes, Deceased; Elmore Holmes, III, as
Trustee under the terms of the Last Will and Testament of Elmore Holmes,
Deceased

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto Mid-America Pipeline Company, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline ~~XXXXXX~~ and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 15 feet on the North/~~West~~ side and 35 feet on the South/~~East~~ side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of crude oil only ~~XXXXXX~~ together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of DeSoto State Mississippi to wit:

See Exhibit "A" attached hereto and made a part hereof for a description of subject property.

See Exhibit "B" attached hereto and made a part hereof for additional terms and provisions.

See Exhibit "C" attached hereto and made a part hereof for description of the ~~approximate~~ location of the easement and temporary construction easement granted hereby.

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Warranty Deed BOOK
 NO. 486 PAGE 30
 THIS THE 5 DAY OF Nov, 2004
W E Davis

Second Amendment
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Warranty Deed BOOK
 NO. 397 PAGE 675
 THIS THE 16 DAY OF Aug, 2004
W. E. Davis
By M. C. Davis CHANCERY CLERK

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line ~~or lines~~.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline ~~or pipelines~~ to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described ~~or other~~ places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (is not) rented for the period beginning 1984 crop season 19 to , 19 on (cash) (crop) basis to Jerry Burnett

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

In Witness Whereof the said Grantor s ha ve hereunto set their hand s and seal s, this 3 day of May, 19 84.

WITNESS:

Virginia Brister Holmes
 VIRGINIA BRISTER HOLMES

Elmore Holmes III
 ELMORE HOLMES, III, Executor, Estate of Elmore Holmes, Deceased

Elmore Holmes III
 ELMORE HOLMES, III, Trustee, Estate of Elmore Holmes, Deceased

V.B.H.
 E.H.
 E.H.
 V.B.H.
 E.H.
 V.B.H.

E.H.
 V.B.H.

E.H.
 V.B.H.

E.H.
 V.B.H.

All of the south part of the southeast quarter (SE 1/4) of Section 17, Township 1, Range 7 West, which lies in DeSoto County, Mississippi, and which is west of the centerline of the Chulahoma Road, more particularly described as follows: Beginning in the center line of the Chulahoma Road at a point where the same is intersected by the Mississippi and Tennessee State Line; running thence south with the center line of said Chulahoma Road to the south line of said Section 17; running thence west with the center line of the State Line Road to the north and south half section line of said Section 17; running thence north with said half section line to the Mississippi and Tennessee State Line; running thence east with said State Line to the point of beginning; containing 60 acres, more or less.

Seventy (70) acres in a strip of equal width off of the South side of the Southwest Quarter of Section Seventeen (17), Township One (1), Range Seven (7) West, and being all of said quarter section that lies in DeSoto County, Mississippi; and being the same land conveyed to me by Mrs. Irene Nail by Deed of date April 11th, 1935.

LESS AND EXCEPT:

Being 5.13 acres, more or less, as per Exhibit "A" attached setting forth a metes and bounds description and plat by surveyor, Ben Smith, of property conveyed made a part hereof to this deed by reference, and the permanent right to egress and ingress to the parties of the second part of a utility easement for water to the subject property. This grant and easement shall constitute a covenant running with the land for the benefit of the parties of the second part, their successors, heirs, or assigns. Second parties to have temporary, nonexclusive right to use existing driveway, over first parties' adjoining property, for access for no more than one year from date hereof, unless sooner terminated by 45 days' written notice by first parties to second parties.

ALSO LESS AND EXCEPT:

4.0 acre tract, situated in Section 17, Township 1 South, Range 7 West, DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point said point being described as being on the West line of Section 17, Township 1 South, Range 7 West, DeSoto County, Mississippi, 918.49' North 03 degrees 14' 06" West of the Southwest corner of said Section 17 as measured along the said West Section 17 line, thence continue North 03 degrees 14' 06" West - 250.0' along said West section line to a point; said point being on the accepted Mississippi-Tennessee State Line; thence go North 86 degrees 48' 39" East - 696.96' along the said State Line to an iron pin; thence go South 03 degrees 14' 06" East 250.0' to an iron pin; thence go South 86 degrees 48' 39" West - 696.96' to the point of beginning. Said tract contains 4.0 acres, more or less.

Holmes

1. Upon completion of construction of the pipeline for which the easement is granted, the permanent easement shall revert to twenty (20') feet in width, being ten (10') feet on both sides of the pipeline, provided, however, the Grant of Easement as it applies to the scraper trap site shall remain as described therein without modification, it being intended hereby to modify only that part of the Grant of Easement description as applies to the survey line description for the pipeline outside the boundary lines of the Scraper Trap site. Grantee shall have the right to use such width as may be reasonably necessary for the maintenance, inspection, repair, operation, and/or removal of said pipeline, provided such use does not exceed fifty (50') feet in width; provided, however, no restriction is hereby placed upon Grantors' use of the space thus reserved for repairs, etc., outside the permanent twenty (20') feet easement, for other easements.
2. Not more than one (1) pipeline may be laid under the terms and provisions of this agreement.
3. The pipeline to be laid hereunder shall be used only for the purpose of transporting crude oil.
4. Grantee is acquiring herein the right to cathodically protect its said pipeline within the boundaries of the easement and to place pipeline markers and cathodic protection test leads within the boundaries of the easement at fence and property lines and road crossings. The pipeline to be constructed by Grantee within the boundaries of the easement shall be buried to a minimum depth of thirty-six (36") inches below the surface of the ground at the time of construction, measured from the top of the pipe to the surface of the ground, provided, however, for a distance of one thousand (1000') feet West of Tchulahoma Road the pipeline will be buried to a minimum depth of forty-eight (48") inches below the surface of the ground at the time of construction. Grantee shall have no above-ground structures within the boundaries of the easement except for the pipeline markers and cathodic protection test leads as aforementioned; provided further, however, nothing herein shall operate to diminish the right of Grantee to build, maintain, and operate a scraper trap within the boundary of the scraper trap site described herein.
5. In the event it becomes necessary for Grantee in connection with the construction or operation within the boundaries of the easement and temporary construction easement to cut any fences, then Grantee, before cutting such fence(s), shall first set brace posts on each side of the easement or temporary construction easement, and attach all existing wires to such brace posts before cutting any such fence or fences, the purpose of which is to prevent the wire fences from slackening or sagging due, to Grantee's operations or activities in or upon the easement or temporary

construction easement. In this connection, Grantee shall use wire gaps or temporary gates during original construction activities or operations sufficient to prevent cattle or livestock from entering or leaving Grantors' property. After the original construction is completed, Grantee shall remove its wire gaps or temporary gates and shall restore the fence(s) to as good a condition as the same were in immediately prior to Grantee's cutting of said fences.

Grantee shall have no right to fence or enclose the easement or to use it for any other purpose than as aforesaid, except as to the scraper trap site, which will be fenced as described.

6. Grantee is also acquiring herein the right to prevent the construction, within the boundaries of the easement, and the right to remove therefrom any building or structure except as hereinafter provided for in Section 7(a) hereof.
7. Grantee further affirmatively states that, in addition to the rights reserved to Grantor as a matter of law in and to the easement acquired herein, Grantee does not desire to acquire but expressly takes subject to and reserves to Grantors and Grantors' heirs, successors and assigns, each and all of the following rights in and to the easement as follows:

- a) There shall be reserved to Grantors all oil, gas and other minerals in, on, and under the easement to be acquired herein, provided, however, that Grantors shall not be permitted to drill or operate for minerals on the surface of the easement, but will be permitted to extract oil and/or minerals from and under the easement by directional drilling or other means so long as Grantee's use of the easement is not disturbed, which shall include the right of Grantee to physically support and maintain a minimum cover around any pipeline installed by Grantee within the boundaries of the easement as required by any law or regulation as well as the right that said pipeline shall not be endangered, obstructed, or interfered with;

- b) The right to pass back and forth across the easement on foot or in vehicles, to cultivate or landscape the same; to raise crops or gardens therein; to graze cattle and livestock therein; to layout, dedicate, construct and maintain roads, streets, parking areas, alleys, railroad tracks, ditches, irrigation canals, underground communication conduits, electric transmission lines, telephone lines, and gas, water, drainage and sewer pipelines across the easement at any angle of not less than 45 degrees to said pipeline; and to use said land for recreation or for any other purpose not inconsistent with Grantee's use and enjoyment of the easement for the purposes set forth herein; provided, however, Grantee's facilities shall not be obstructed, endangered, or interfered with; and further provided that the surface and sub-surface of any such roads, streets, parking areas, alleys, railroad

tracks, ditches, irrigation canals, conduits, or gas, water, drainage or sewer pipelines will be so constructed as to ensure a minimum cover for Grantee's pipeline as required by any law or regulation; and further provided that said pipeline is left with proper, sufficient, and permanent support. Grantee agrees at its expense to repair any roads, streets, etc., herein described damaged by Grantee's exercise of the rights granted herein.

8. Grantee as a part of the pipeline construction process will restore the surface area contained in the easement granted to substantially the same grade that existed prior to beginning construction as is customary with such construction process, with no responsibility for maintenance of the easement area once construction is completed.

David M. Piano, et al
90.0 AC

SHELBY
COUNTY,
MISSISSIPPI

DeSOTO
COUNTY,
MISSISSIPPI

Joseph M. Knight, et al
4.0 AC

Jimmy G. Kelchum, et al
4.40 AC (Tenn.)
2.03 AC (Miss.)

Andrew H. Coulter, et al
5.0 AC

Ronnie C. McCulloch,
et al
10.34 AC

Luther C. Capers, et al
10.0 AC

Charles W.
McCain, et al
10.33 AC

Charles W. McCain II,
et al
15.0 AC

Norman P. Hogemeyer, Trustee
35.0 AC

J.E. Holmes Estate
PERMANENT EASEMENT = 3.94 AC
TEMPORARY WORKING SPACE = 1.09 AC
208.10 Rods

59.27 Ac., Bk. 24, Pg. 267
Survey Line

66 Ac., Bk. 24, Pg. 373
State Line Road

Prop. 0.19 Ac.
Scrapers Trap Site
(See Detail)

5.09²⁸ W
818.6
200
See Detail "B-A"

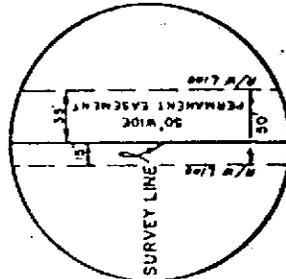
N 88° 58' W
1159.0
See Detail "A-B"

WEST
437.7
S 1/4 Cor.,
Sec. 17

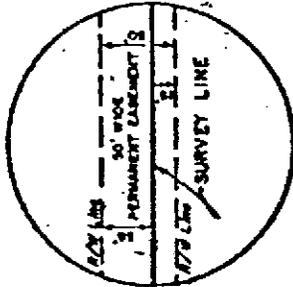
17 16

20 21

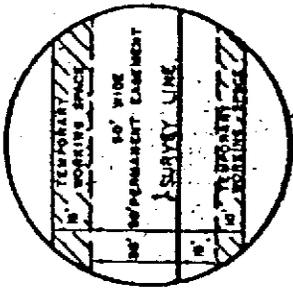
18 19



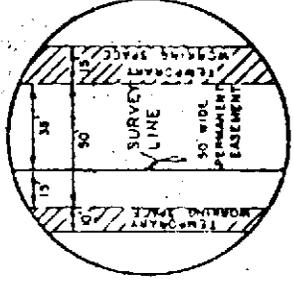
TYPICAL
R/W DETAIL "A-A"
Scale 1"=100'



TYPICAL
R/W DETAIL "A-B"
Scale 1"=100'



R/W DETAIL "B-A"
Scale 1"=50'



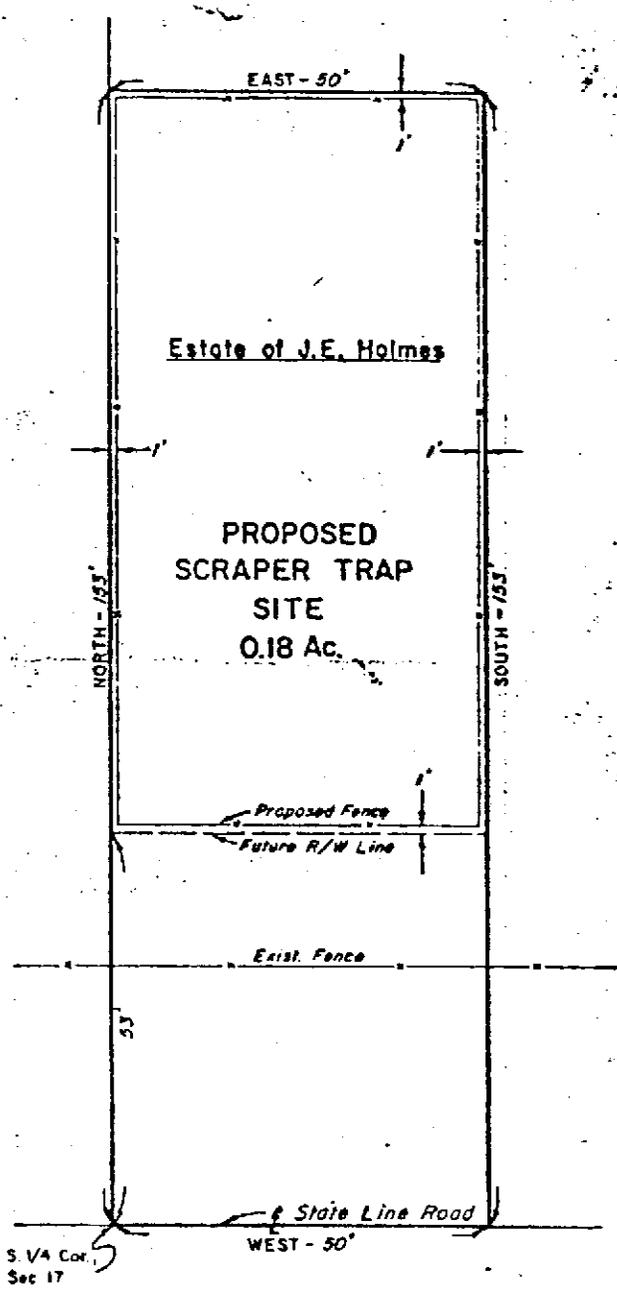
R/W DETAIL
Scale 1"=50'

Exhibit "B" as
Amended

EXHIBIT



119 R/W
DeSoto County, Mississippi



DETAIL
Scale: 1" = 20'

Exhibit "B" as
Amended
Page 2 of 4

Scraper Trap Site Description

A tract of land containing 0.18 acres, more or less, situate in the Southwest quarter (SW-1/4) of the Southeast quarter (SE-1/4) of Section 17, Township 1 South, Range 7 West, DeSoto County, Mississippi, said 0.18 acre tract of land being more particularly described as follows:

Beginning at a point in the South one-quarter corner of said Section 17;

THENCE North, along the West line of said SW-1/4 and perpendicular to the South line of said Section 17, a distance of 153 feet;

THENCE East, parallel with said South line, a distance of 50 feet;

THENCE South, perpendicular to said South line, a distance of 153 feet to a point in said South line;

THENCE West, along said South line, a distance of 50 feet

to the point of beginning and containing 0.18 acres, more or less.

Survey Line Description

Beginning at a point in the centerline of Tchulahoma Road and the East line of a tract of land containing 125.27 acres, more or less, situate in Section 17, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as a tract of land containing 60 acres, more or less, in General Warranty Deed dated February 1, 1935, from J. E. Holmes to Estate of J. E. Holmes and recorded in Book 24, Page 267 of the Deed Records of DeSoto County, Mississippi, less and except a tract of land containing 0.73 acres, more or less, situate in DeSoto County, Mississippi, as described in Warranty Deed dated July 31, 1982, from Elmore Holmes, et ux to Jimmy G. Ketchum, et ux and recorded in Deed T4 9406 of the Deed Records of Shelby County, Tennessee, and a tract of land containing 70 acres, more or less, in General Warranty Deed dated May 3, 1935, from J. F. Conger to Elmore Holmes and recorded in Book 24, Page 373 of the Deed Records of DeSoto County, Mississippi, less and except a tract of land containing 4.0 acres, more or less, situate in DeSoto County, Mississippi, as described in Warranty Deed dated September 15, 1982, from Elmore Holmes to Joseph M. Knight, et ux

Rev. February 28, 1984
February 16, 1984
Page 1 of 2

Exhibit "C"
Page 3 of 4

and recorded in Book 161, Page 390 of the Deed Records of DeSoto County, Mississippi, said point of beginning being Northwesterly along said East line and said Tchulahoma Road, a distance of 62.8 feet from the Southeast corner of said 130 acre tract and the interesection of said Tchulahoma Road and State Line Road;

- THENCE S 89°28' W a distance of 818.6 feet;
- THENCE N 88°58' W a distance of 1159.0 feet;
- THENCE West a distance of 437.7 feet

to a point in the East line of the previously described proposed 0.18 acre scraper trap site, said point being Northerly, along said East line of said 0.18 acre tract a distance of 55 feet from the Southeast corner of said 0.18 acre tract;

AND

Beginning at a point in the North line of said proposed 0.18 acre scraper trap site, said point being Easterly, along the North line of said 0.18 acre tract, a distance of 15 feet from the North-South 1/4 Section line and the Northwest corner of said 0.18 acre tract;

206.
THENCE North, parallel with and 15 feet perpendicular
to said North-South 1/4 Section line, a distance of 955
feet;

THENCE N 45°00' W, a distance of 63.4 feet.

to a point in the North line of said 125.27 acre tract and the
Tennessee-Mississippi State line, said point being Westerly,
along said North line and said State line a distance of 29.8
feet from the intersection of said North-South 1/4 Section line
and said State line, being a total distance of 3433.7 feet
or 208.10 rods in length, more or less.

PAGE 2 of 2

Rev. February 28, 1984

Exhibit "C"
Page 4 of 4

Filed @ 1:50 P.M., June 7, 1984
Recorded in Book 170 Page 196
in G. Ferguson, Clerk