

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to (\$40.00) FORTY DOLLARS AND NO/100 per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Metro DeSoto Utilities Co., Inc.

Amendment
AGREEMENT OF THIS INSTRUMENT RECORDED IN
Real Estate W/D BOOK
NO. 349 PAGE 790
THIS THE 1st DAY OF April, 1999
WE Davis by TC
CHANCERY CLERK

Amendment
AGREEMENT OF THIS INSTRUMENT RECORDED IN
Real Estate W/D BOOK
NO. 368 PAGE 686
THIS THE 8 DAY OF March, 2000
WE Davis by TC
CHANCERY CLERK

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 or pipelines, and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 35 feet on the North/~~West~~ side and 15 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 natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, 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 of Mississippi to wit:

See Exhibit "A" attached hereto and made a part hereof

It is understood and agreed that upon the completion of the pipeline* to be laid hereunder, the permanent width of this Grant of Easement shall revert to twenty (20) feet in width being ten (10) feet on either side of the pipeline. Grantee further shall have the right to use such width as may be reasonably necessary for the maintenance, inspection, repair, operation or removal of said pipeline.

*or one year from this date whichever shall first occur

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

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

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 land 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 19__ to __ on (cash) (crop) basis to __

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.

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Warranty BOOK
NO. 486 PAGE 318
THIS THE 5 DAY OF Nov, 2004
WITNESS: WE Davis
CHANCERY CLERK

AGREEMENT OF THIS INSTRUMENT RECORDED IN
Warranty BOOK
NO. 486 PAGE 24
THIS THE 5 DAY OF Nov, 2004
BY: Jan L. Hest SECRETARY
BY: Mark B. J. PRESIDENT
CHANCERY CLERK

ATTEST

CORPORATE ACKNOWLEDGEMENT

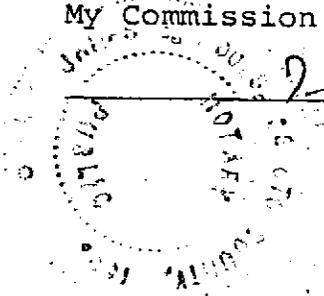
STATE OF Mississippi
COUNTY OF Desoto

Before me, the undersigned authority, on this day personally appeared Martin S. Belz, President Metro Desoto Utilities Co. Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed and delivered the same on behalf of and as the act of Metro Desoto Utilities Co. Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 12th day of June, 19 84.

Jane E. Head
Notary Public

My Commission Expires: 7-20-89



to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

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METRO DESOTO UTILITIES CO., INC.

PARCEL #1

SURVEY OF

A 5.00 acre tract out of a 41.895 acre tract, being part of the Holiday Industrial Park property located in Section 13, Township 1 South, Range 6 West, DeSoto County, Mississippi and being the 5.00 acre tract around the sewer treatment plant.

DESCRIPTION

Beginning at the southwest corner of Section 13, Township 1 South, Range 6 West, DeSoto County, Mississippi, said point being in the center of Hacks Cross Road; thence run south $89^{\circ} 41'$ east along the south line of Section 13 a distance of 1740.65 feet to the east line of Replat Section "A", Holiday Industrial Park, (Plat Book 14, Pages 11-15); thence run north $0^{\circ} 17' 22.9''$ east along said east line 326.25 feet to an angle point; thence run north $8^{\circ} 48' 01.1''$ west along said line 347.70 feet to a corner of said Subdivision, said point being the true point of beginning; thence run north $89^{\circ} 41'$ west 15.20 feet to a corner of said Subdivision; thence run north $8^{\circ} 48' 01.1''$ west along the east line of said Subdivision 131.06 feet to a corner; thence run north $81^{\circ} 11' 59''$ east 15.0 feet to a corner of said Subdivision; thence run north $8^{\circ} 48' 01.1''$ west along the east line of said Subdivision 362.65 feet to a point in the accepted Tennessee-Mississippi State line; thence run south $89^{\circ} 41'$ east along said line 443.30 feet to a point; thence run south $8^{\circ} 48' 01.1''$ east 476.11 feet to a point; thence run south $81^{\circ} 47'$ west 133.10 feet to a point; thence run north $89^{\circ} 41'$ west 308.50 feet to the point of beginning, containing 217,805.2 square feet or 5.00 acres.

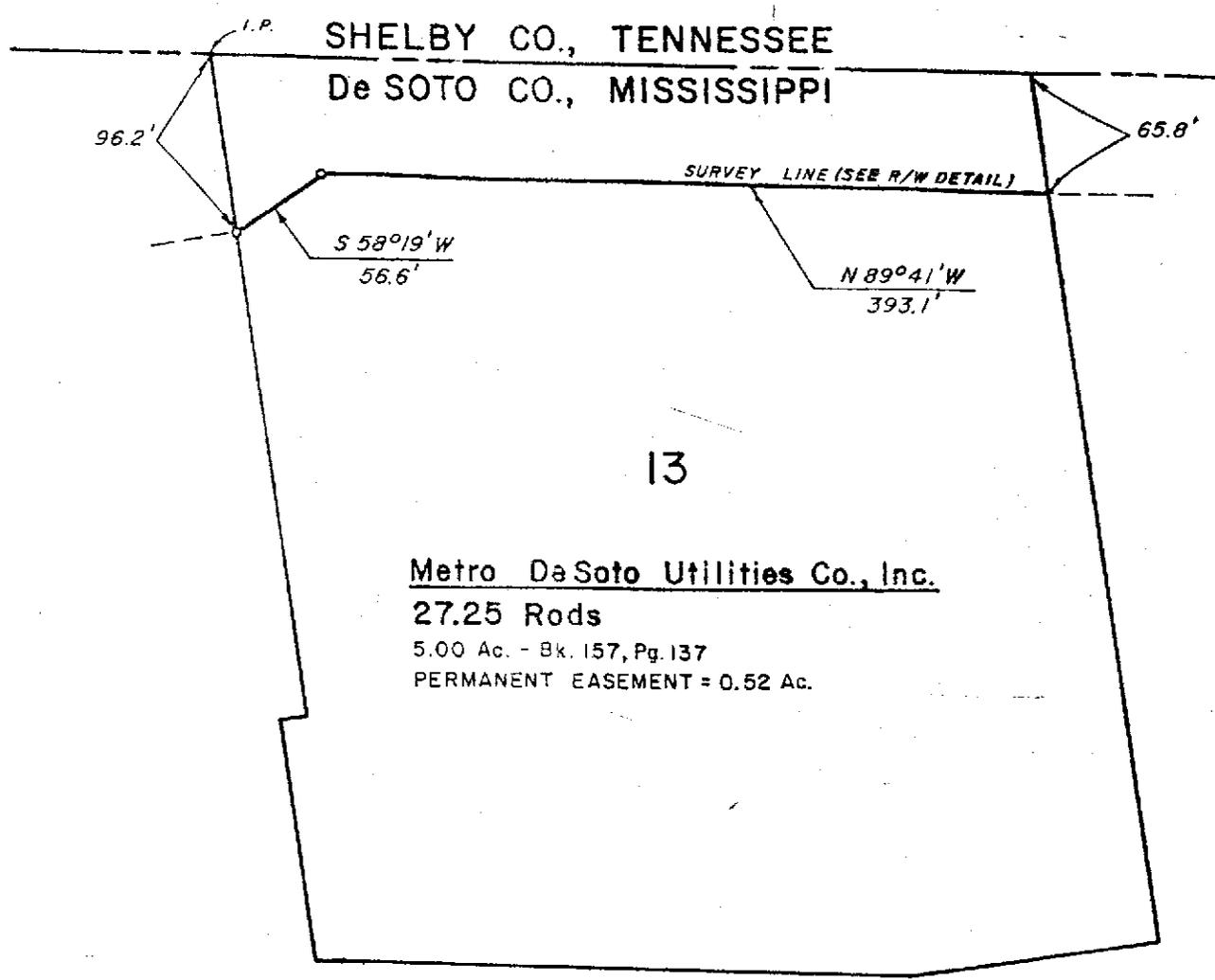
EXHIBIT "A"

- (1) It is understood and agreed that Grantee's right to use a fifty (50) foot construction easement shall expire within one year of the date of this easement.
- (2) Not more than one pipeline may be laid under the terms and provisions of this easement.
- (3) Grantee agrees to construct said pipeline in such a manner as not to interfere with existing or future water and/or sewer lines in accordance with grades as now established.
- (4) Grantee agrees upon completion of the laying of the pipeline to fully restore and level the surface of said land to the same condition and compaction, as is reasonably possible, as existed prior to any such operations.
- (5) Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said pipeline.
- (6) Grantee agrees to limit placement of markers to property lines and/or road crossings only.
- (7) Grantee agrees to remove from the property debris created during construction.
- (8) It is hereby understood and agreed that the herein Grantor may lay, construct, and maintain parking lots, streets, and/or driveways; fences; or any desired utilities, to include but not limited to: water lines, sewer lines, electric lines, natural gas lines, and/or telephone lines, over and/or through and across the lands embraced in said easement hereby granted, provided however, Grantor herein shall not use said right so as to materially impair Grantee's rights to use the same for the purposes herein granted. Grantee further agrees to repair or replace, at Grantee's sole expense, any future damages to said parking lots, streets, and/or driveways; fences; or any utilities, which might be caused by Grantee.
- (9) Easement executed under threat of Eminent Domain proceeding.
- (10) This Easement is further conditioned upon Grantee's installation of its pipeline at the location designated as "survey line" on Exhibit C hereto, as well as the understanding that it is the intention of Grantor to grant a permanent Easement 20 feet in width being 10 feet on either side of the "survey line".

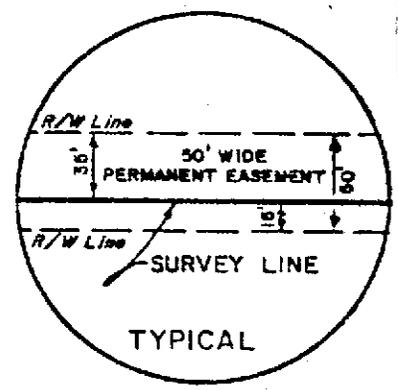
EXHIBIT "B"

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Part of Section 13
T1S-R6W
De Soto Co., Miss.



NOTE:
BEARINGS DERIVED FROM DEED



R/W DETAIL
Scale: 1"=100'

ALIGNMENT SHEET: 4

FIELD BOOK:

27 MAR 84 BD
REV: 3 FEB 84 LS

MID-AMERICA PIPELINE COMPANY		PROPOSED PIPELINE CROSSING LAND OF <i>METRO DeSOTO UTILITIES CO., INC.</i>	
TULSA, OKLAHOMA		DE SOTO COUNTY,	MISSISSIPPI
SCALE: 1"=100'	DATE: 8 JAN 84	DRAWN BY: MARTIN	8492-MI-DS-8
		APPROVED:	

EXHIBIT "C"

DESCRIPTION

Beginning at a point in the East line of a tract of land containing 5.00 acres, more or less, situate in Section 13, Township 1 South, Range 6 West, DeSoto County, Mississippi as described in that certain Warranty Deed dated January 7, 1982 from Holiday Inns, Inc. to Metro DeSoto Utilities Co., Inc. and recorded in Book 157, Page 137 of the Deed Records of DeSoto County, Mississippi, said point being Southerly, along said East line, a distance of 65.8 feet from the Northeast corner of said 5.00 acre tract;

THENCE N 89°41' W a distance of 393.1 feet;

THENCE S 58°19' W a distance of 56.6 feet

to a point in the West line of said 5.00 acre tract, said point being Southerly, along said West line, a distance of 96.2 feet from the Northwest corner of said 5.00 acre tract, being in all a total distance of 449.7 feet or 27.25 rods in length, more or less.

9 January 1984
Rev. 3 February 1984
Rev. 27 March 1984

Filed @ 3:45 P M, June 13, 1984
Recorded in Book 170 Page 318
H. G. Ferguson, Clerk