

7.58 Rod

DRAFT NO. 104503

TRACT NO. 526-MS-DS-39G

Amendment to Grant of Easement and Agreement for Temporary Working Space and Damages in Advance of Construction

This Amendment to Grant of Easement and Agreement for Temporary Working Space and Damages in Advance of Construction, made this 28 day of MARCH 1996, between Lawrence A. Etter and Patricia L. Etter, husband and wife (herein "Grantor" whether one or more), and Mid-America Pipeline Company (herein "Grantee"), a Delaware corporation, duly authorized to transact business in the State of Mississippi, provides:

Whereas, Grantor is the owner of a tract of land situated in DeSoto County, State of Mississippi, described as follows:

Lot 30, Section D, Davidson Estates Subdivision, in Section 13, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown in Plat Book 21, Page 41 in the office of the Chancery Clerk of DeSoto County, Mississippi.

(herein "Property"); and

Whereas, Grantor represents and warrants that the Property or a portion thereof (is) (is not) rented for the period beginning NA, 1996, to NA, 1996, to NA (herein "Tenant" whether one or more); and

Whereas, by virtue of that certain Grant of Easement (herein "Original Grant") dated January 4, 1984, and filed of record in the office of the Chancery Clerk of said County and State, in Book 160 at Page 714, Grantee owns a 10-inch diameter pipeline (herein "Original Pipeline") and a 20-foot wide pipeline easement across the Property, and has the right to construct additional pipelines within the boundaries of said easement for a consideration of \$ 40.00 per rod for each pipeline to be constructed; and

Whereas, pursuant to said rights, Grantee plans to enter upon the Property for the purpose of constructing an additional pipeline (herein "Additional Pipeline") within the boundaries of the easement; and

Whereas, the parties agree that the Original Agreement does not sufficiently specify the location of said easement in relation to the Original Pipeline; and

Whereas, the parties desire to amend the Original Easement in order to clarify the location of said easement in relation to the Original Pipeline; and

Whereas, the parties desire to reach an agreement as to temporary working space and the payment of certain damages in advance of construction.

Now, therefore, in consideration of the sum of FORTY 00 Dollars (\$ 40.00) per rod, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

- Right to Construct Additional Pipeline:** Grantor acknowledges and agrees that Grantee hereby exercises its right to construct the Additional Pipeline.
- Clarification of Easement Location:** The parties hereby agree that the boundaries of the 20-foot wide easement are located 15 feet North/West and 5 feet South/East of the centerline of the Original Pipeline.
- Temporary Working Space:** During the period of construction of the Additional Pipeline, Grantor grants to Grantee the right to use a temporary working space (herein "Temporary Working Space") being 50 feet in width and located 40 feet on the North/West side and 10 feet on the South/East side of the centerline of the Additional Pipeline. The parties acknowledge and agree that Grantee's right to use the Temporary Working Space will expire and terminate upon the completion of the construction of the Additional Pipeline.
- ~~**Damages in Advance of Construction:** Grantor and Tenant, if any, hereby waive and discharge any and all claims for damages to crops, timber, fences, drain tile, or other improvements that are sustained within the boundaries of the Temporary Working Space. Any such damages sustained outside the boundaries of the Temporary Working Space caused by Grantee's construction activities will be paid to the Grantor or Tenant, as their interest may be, after construction of the Additional Pipeline. Grantor's acceptance of damages in advance of construction is made with the understanding that the contour of the area disturbed by construction will be restored as near as practical to its condition existing prior to the start of construction.~~

Except as herein modified and amended, the parties acknowledge and agree that nothing herein is intended to modify, amend or reform the Original Grant.

The terms and conditions hereof shall run with the land and 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.

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