

104418, 104419, 104420,
DRAFT NO. 104421, 104422

TRACT NO. 526-MS-DS-49A

**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 28th day of May, 1996, between EULA HOLMES SANDERS, ELMORE HOLMES III, ELIZABETH HOLMES HAZELL, ANN T. PETRUCCI, AND JANET TURNER (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:

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

(herein "Property"); and

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

Whereas, by virtue of that certain Grant of Easement (herein "Original Grant") dated May 31, 1984, and filed of record in the office of the Chancery Clerk of said County and State, in Book 170 at Page 195, Grantee owns a 10-inch diameter pipeline (herein "Original Pipeline") and a 20-foot wide pipeline easement (the boundaries of said easement being 10 feet on the North/West side and 10 feet on the South/East side of the centerline of the Original Pipeline) across the Property; and

Whereas, Grantee desires to enter upon the Property for the purpose of constructing an additional pipeline (herein "Additional Pipeline"); and

Whereas, Grantor is willing to grant to Grantee the right to construct the Additional Pipeline pursuant to the terms herein; and

Whereas, the parties desire to amend the Original Agreement for the purpose of redefining the location of the easement boundaries so as not to further encumber the Property; 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 and no/100----- 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:

1. **Grant of Easement for Additional Pipeline:** Grantor does hereby grant, bargain, sell, warrant and convey to Grantee, its successors and assigns, 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 one additional pipeline constructed for the transportation of crude oil at a depth as agreed upon in the Original Grant Exhibit "B", item 4 (attached hereto and made a part hereof) and other appurtenances within the boundaries of the easement (the location of which is amended herein) across the Property.
2. **Easement Location Amended and Redefined:** The parties hereby amend the Original Agreement such that the boundaries of the 20 -foot wide easement are hereafter permanently located 15 feet North and 5 feet South of the centerline of the Original Pipeline.
3. **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 side and 10 feet on the South 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.
4. **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.
5. **Additional Provisions:** All provisions of Exhibit "B" to the Original Grant (attached hereto and made a part hereof) shall continue to apply to the easement, as herein amended and modified, and to the

GRANTOR:

Janet Turner
Janet Turner

BOOK 302 PAGE 234

1855-10th Ave, #2
Address

San Francisco, CA, 94122
City, State, Zip Code

415-665-8931
Telephone Number

547-358599
Tax Identification Number

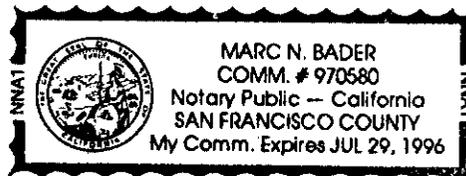
STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

BE IT REMEMBERED, that on this 30th day of MAY, A.D., 1996, before me, a Notary Public, in and for said County and State, personally appeared Janet Turner to me known to be the identical person described herein and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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: July 29, 1996

Marc N. Bader
Notary Public



Document prepared by:
Mid-America Pipeline Company
1717 S. Boulder
Tulsa, OK 74119
1-800-385-9551

Attached to and made a part of that certain "Amendment to Grant of Easement and Agreement for Temporary Working Space and Damages in Advance of Construction" dated May 28, 1996 by and between:

Eula Holmes Sanders, Elmore Holmes III, Elizabeth Holmes Hazell, Ann T. Petrucci, and Janet Turner
as, Grantor

AND

Mid-America Pipeline Company, as Grantee

The land is situated in DeSoto County, Mississippi, and more particularly described as follows;

Parts of Sec. 17, T1S, R7W, Chickasaw Cession, and being more particularly described as follows: the south 60 acres, more or less, of the SE/4 of said Sec. 17 which lies west of Tchulahoma Rd. in DeSoto Co., MS; and 70 acres, more or less, in a strip of equal width off the south side of the SW/4 of said Sec. 17, and being all of said quarter section that lies in DeSoto Co., MS; LESS AND EXCEPT: 4.0 acres, more or less, conveyed to Joseph M. Knight and wife, Mavis B. Knight, by Warranty Deed dated Sept. 10, 1982; .073 acres, more or less, conveyed to Jimmy G. Ketchum and wife, Judy R. Ketchum, by Warranty Deed of record in Bk 161, PG 125, of the Chancery Clerk's office of DeSoto Co., MS; 0.9449 acres, more or less, conveyed to William L. Burks and wife, Bonnie J. Burks, by Warranty Deed dated July 7, 1989; 2.3083 acres, more or less, conveyed to James M. Farris and wife, Helen B. Farris, by Warranty Deed dated July 7, 1989, and 5.98 acres, more or less, conveyed to Robert G. Gilder by Warranty Deed of record in Bk 264, Pg 4, of the Chancery Clerk's office of DeSoto Co., MS; 5.97 acres, more or less, conveyed to Larry G. Rowsey and wife, Shirlely H. Rowsey, by Warranty Deeds dated in September, 1994 and recorded in Bk 276 at Pgs 515,517,519,521 & 523.

PLEASE INDEX AGAINST THE FOLLOWING LANDS:

S/E 1/4 and S/W 1/4, SECTION 17, TOWNSHIP 1 SOUTH, RANGE 7 WEST.

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.

STATE MS.-DESDTO CO.
REC'D

JUN 13 10 51 AM '96

BK 302 PG 230
W.E. DAVIS CH. GLK.