

DRAFT NO. \_\_\_\_\_

TRACT NO. 595-MS-DS-08

**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 \_\_\_ day of \_\_\_\_\_, 199\_, between Metro DeSoto Utilities Co., Inc. (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 \_\_\_\_\_, 199\_, to \_\_\_\_\_, 199\_, to \_\_\_\_\_ (herein "Tenant" whether one or more); and

Whereas, by virtue of that certain Grant of Easement (herein "Original Grant") dated June 12, 1984, and filed of record in the office of the Chancery Clerk of said County and State, in Book 170 at Page 318, Grantee owns a 10-inch diameter pipeline (herein "Original Pipeline") and a 20-foot wide pipeline easement (the boundaries of said easement being 15 feet on the North/West side and 5 feet on the South/East side of the centerline of the Original Pipeline) across the Property; and

Whereas, Grantee, who has the Power of Eminent Domain under authority of Federal Regulation, desires to enter upon the Property for the purpose of constructing an additional underground 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.

*under threat of Eminent Domain & in lieu thereof*

Now, therefore, in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline) 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 xx-foot wide easement are hereafter permanently located xx feet North/West and xx feet South/East 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/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.
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. **Restrictions:** Grantee shall compact all trenches and reseed areas affected during construction. Should additional protection the additional pipeline be necessary for any reason, costs shall be borne solely by Grantee. Grantee understands and acknowledges that Grantor intends to develop the property and shall

STATE MS.-DE SOTO CO. FILED

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W. DAVIS CH. CLK.

have driveways, and/or, rail tracks across the Permanent 20 foot Pipeline Easement.

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.

In witness whereof, this instrument is executed this 27 day of August, 1998.

TENANT:

Name

Address

City, State, Zip Code

Telephone Number

Tax Identification Number

GRANTOR: Metco

Name

Address

City, State, Zip Code

Telephone Number

Tax Identification Number

Ronald A. Belf, PRES.

110 PEABODY PLACE, SUITE 400

Memphis, TN. 38103

901-767-4780

(Individual)

STATE OF Tennessee )

COUNTY OF Shelby )

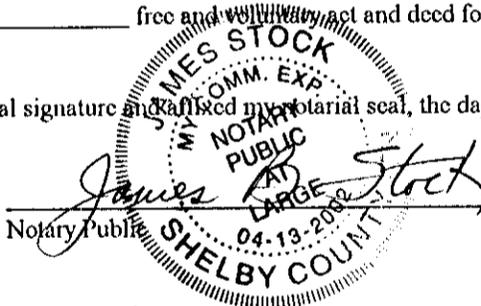
) ss.

BE IT REMEMBERED, that on this 9th day of Sept, A.D., 1998, before me, a Notary Public, in and for said County and State, personally appeared Ronald A. Belf to me known to be the identical person described herein and who executed the within and foregoing instrument, and acknowledged to me that he 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 fixed my notarial seal, the day and year first above written.

My commission expires: \_\_\_\_\_

Notary Public



CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) ss.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) and officer(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same on behalf of and as the act of \_\_\_\_\_ for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

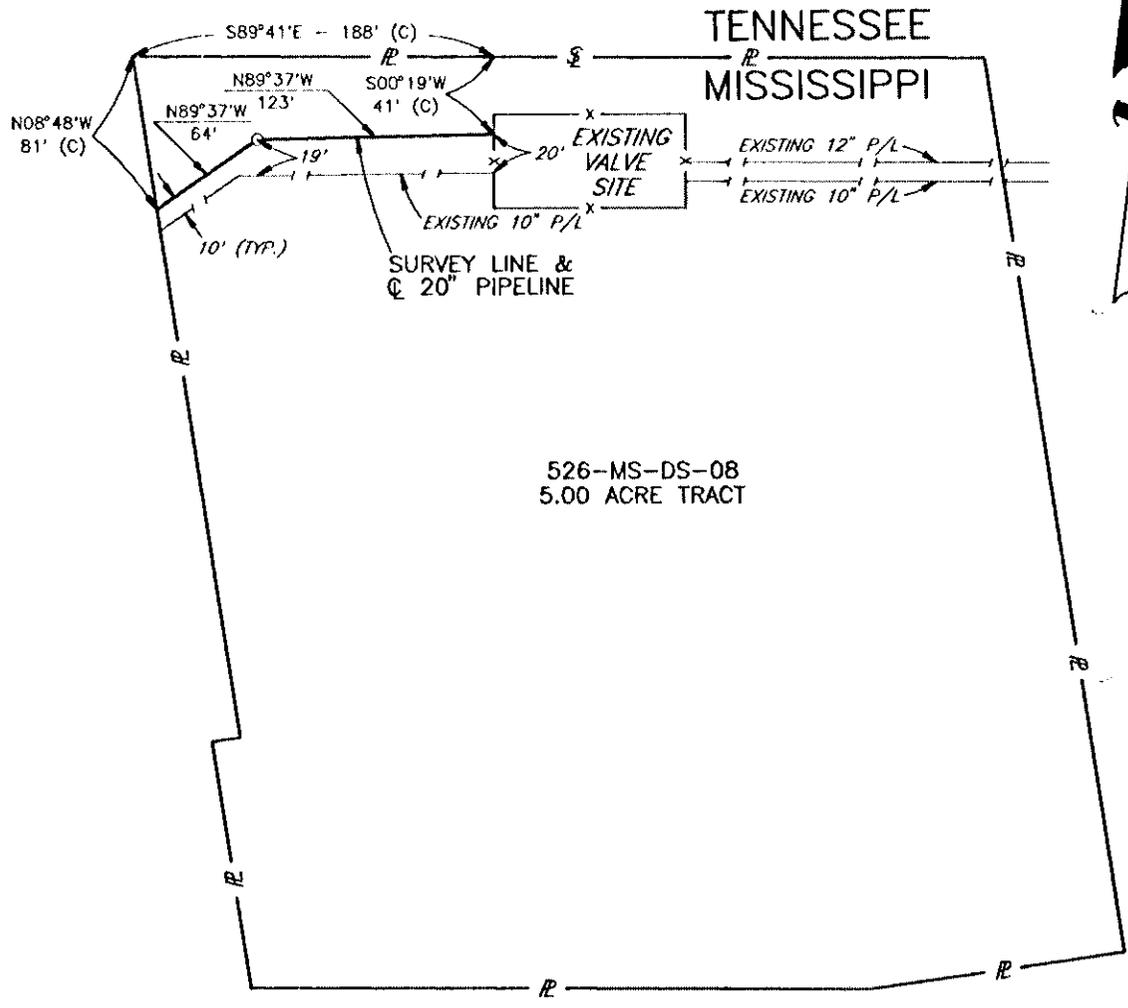
My commission expires: \_\_\_\_\_

Notary Public

PART OF THE SW/4 OF SECTION 13, T1S-R6W,  
DeSOTO COUNTY, MISSISSIPPI

EXHIBIT "A"  
PAGE 1 OF 1

**METRO DESOTO UTILITIES CO., INC.**  
526-MS-DS-08  
11.33 RODS



526-MS-DS-08  
5.00 ACRE TRACT

LAST PLOTTED BY - markk - ON 02/23/99 AT 08:20  
J:\DS\CIV\LD1151\PLATS\DS\_8.DWG, LAST SAVED BY - MARKK - ON 02/23/99 AT 08:20, Scale: 1=100

**FIELD BOOK:**  
1998-MISC-007,  
PGS. 78 & 79

BEARINGS DERIVED FROM DEED RECORDED IN  
VOL. 300 PG. 557 DEED RECORDS  
DeSOTO COUNTY, MISSISSIPPI

**PROPOSED PERMANENT EASEMENT-R/W = 0.09 Acre**  
ALIGNMENT SHEETS: AL-4A of 6 &  
8492-AL-4 of 30

<p><b>MID-AMERICA PIPELINE COMPANY</b></p> <p>TULSA, OKLAHOMA</p>		<p>20" O.D. PIPELINE CROSSING LANDS OF <b>METRO DESOTO UTILITIES CO., INC.</b></p> <p>DeSOTO COUNTY, MISSISSIPPI</p>	
		<p>DRAWN BY: MK <i>QBB</i></p>	<p>526-MS-DS-08</p>
<p>SCALE: 1" = 100'</p>	<p>DATE: 2-23-99</p>	<p>APPROVED:</p>	

595-MS-DS-08  
 Metro DeSoto Utilities Co., Inc.

DESCRIPTION

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

A 5.00 acre tract out of 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.

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 S 89° 41' E 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 N 0° 17' 22.9" E along said east line 326.25 ft. to an angle point; thence run N 8° 48' 01.1" W along said line 347.70 ft. to a corner of said Subdivision, said point being the true point of beginning; thence run N 89° 41' W 15.20 ft. to a corner of said Subdivision; thence run N 8° 48' 01.1" W along the east line of said Subdivision 131.06 ft. to a corner; thence run N 81° 11' 59" E 15.0 ft. to a corner of said Subdivision; thence run N 8° 48' 01.1" W along the east line of said Subdivision 362.65 ft. to a point in the accepted Tennessee-Mississippi State Line; thence run S 89° 41' E along said line 443.30 ft. to a point; thence run S 8° 48' 01.1" E 476.11 ft. to a point; thence run S 81° 47' W 133.10 ft. to a point; thence run N 89° 41' W 308.50 ft. to the point of beginning, containing 217,805.2 square feet or 5.00 acres subject to avigation easement, location of sewer treatment plant and utility lines, Easement for State Line Road as required by DeSoto County.

Please index against the SE/4 SW/4 of Sec. 13, T1S, R6W.

PREPARED BY:  
 MID-AMERICA PIPING CO.  
 1717 SOUTH BOULDER AVE.  
 TULSA, OK 74119  
 918-5994029