

Second Amendment to Grant of Easement

This Second Amendment to Grant of Easement (this "Second Amendment") made as of the <sup>2nd</sup> ~~3rd~~ day of March, 2001, between Eula Holmes Sanders, Elmore Holmes III, Elizabeth Holmes Hazell, Ann T. Petrucci and Janet Turner (herein "Grantor" whether one of 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 "1" attached hereto and made a part hereof.

(herein "Property"); and

Whereas, by virtue of that certain Grant of Easement dated May 31, 1984 (herein "Original Grant"), of record in the Chancery Clerk's Office for DeSoto County, Mississippi in Book 170 at Page 195 and that certain Amendment to Grant of Easement and Agreement for Temporary Working Space and Damages in Advance of Construction dated May 28, 1996 (herein "First Amendment") of record in said Chancery Clerk's Office in Book 302 at page 230, Grantee has certain easements on the Property as follows:

- (1) Scrapper Trap Easement (herein the "Scrapper Trap Easement"), the location, dimensions and uses of which are set forth in the Original Grant.
- (2) A 20 foot-wide easement for two (2) crude oil pipelines (herein the "East-West Pipeline Easement") extending eastwardly from the Scrapper Trap Easement along that portion of the Property's frontage on Stateline Road, the location of which is set out in First Amendment.
- (3) A 20 foot-wide easement for one (1) crude oil pipeline (herein the "North-South Pipeline Easement") extending northwardly from the Scrapper Trap Easement, the current boundaries of the North-South Pipeline Easement being 10 feet west and 10 feet east of the centerline of the one (1) pipeline currently in place (herein the "Original Pipeline") in this North-South Pipeline Easement.

Whereas, in lieu of Grantor's exercise of its power of eminent domain, the parties hereto have agreed upon certain additions to or enlargements of the Scrapper Trap Easement and the North-South Pipeline Easement, together with the right of Grantee to construct one (1) additional crude oil pipeline (herein the "Additional Pipeline") in the enlarged North-South Pipeline Easement, all as hereinafter more particularly set forth, and on the terms and conditions hereinafter set forth.

Now, therefore in consideration of \$10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. The Scrapper Traper Easement is enlarged by granting to Grantee an easement upon and over that additional 30-foot by 100-foot area, contiguous in part with the east boundary of the existing Scrapper Trap Easement, which additional area is referred to as the "Proposed Scrapper Trap Site" on Exhibit 2 attached to and made part hereof and is more particularly described in Exhibit 2. The easement for the scrapper trap site, as herein enlarged, shall be used only for the purpose of a scrapper trap in connection with operation of the pipelines authorized by the Original Grant and any and all amendments thereto. No above-ground structure within the Scrapper Trap Easement, as herein enlarged, shall exceed 20 feet in height. Grantee at its expense shall entirely enclose the Scrapper Trap site with "privacy fencing" (chain link with opaque latticing to obstruct vision).
- 2. The North-South Pipeline Easement is enlarged by granting to Grantee an additional 10-foot wide easement adjacent to, and contiguous with the east boundary line of, the existing 20-foot wide North-South Pipeline Easement, resulting in a total easement width of thirty (30) feet. Provided, however, beginning approximately sixty (60) feet north of the north boundary line of the enlarged Scrapper Trap Easement, the east boundary line of the enlarged North-South Pipeline Easement shall proceed in the direction of approximately South 45° East until it arrives at a point north of the northeast corner of the enlarged Scrapper Trap Easement thence southwardly to the northeast corner of the enlarged Scrapper Trap Easement. This enlarged North-South Pipeline Easement, including the adjustment to the east boundary line thereof described in the preceding sentence, shall be more precisely defined and described by "as-built" survey as hereinafter referred to, which survey description must be consistent with the description contained in this paragraph 2.
- 3. 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 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 within the boundaries of the North-South Pipeline Easement, as enlarged in accordance with paragraph 2, hereinabove. The Additional Pipeline shall parallel the Original Pipeline and shall be located approximately 10 feet to the east of the centerline of the Original Pipeline until the point, approximately 60 feet north of the northline of the Scrapper Trap Easement, where the east boundary

TATE MS. - DESOTO CO. FILED

AUG 16 3 08 PM '01

BK 397

695  
TK.

line of this North-South Pipeline begins to run in a southeasterly direction, as described in paragraph 2, above. Grantor shall have only two (2) pipelines in the enlarged North-South Easement: the Original Pipeline and the Additional Pipeline. No additional pipeline is authorized in the East-West Pipeline Easement. All of Grantor's pipelines on the Property shall be used only for the transportation of crude oil.

4. **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 East side and 10 feet on the West 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, which shall be not later than December 31, 2001, time being of the essence.
5. **Damages in Advance of Construction:** Grantor hereby waives and discharges 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 upon completion of 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. Fences shall also be restored.
6. **Additional Provisions:** All provisions of Exhibit "B" to the Original Grant are incorporated herein by reference and shall continue to apply to all easements, as herein amended and modified, and to the Additional Pipeline, subject only to the following: (a) all references in said Exhibit B or the Original Grant or First Amendment to any easement 50 feet in width or additional working space up to 50 feet in width are of no further force or effect (but this shall not impair Grantee's rights with respect to the Temporary Working Space as hereinabove defined in paragraph 4); (b) in event of any conflict between the provisions of this Second Amendment and the provisions of Exhibit B, the Original Grant or the First Amendment, the provisions of this Second Amendment shall control.
7. **Survey:** As an essential condition to the effectiveness of all rights and easements granted to Grantor herein, Grantee shall provide at its expense one or more surveys by licensed, professional land surveyors or engineers, satisfactory to Grantor and certified to Grantor and/or its designees, fully and accurately reflecting the location of all pipelines and the boundaries of all easements and rights of way on the Property created by the Original Grant as amended by First Amendment and this Second Amendment. Such survey or surveys shall be submitted to Grantor as soon as practicable after completion of installation of the Additional Pipeline, and in no event later than February 28, 2002, for which purpose time is of the essence. Grantor shall have the opportunity to review and comment on the survey or surveys and the parties will cooperate in good faith to achieve a mutually agreeable survey or surveys fully and accurately depicting, and describing all easements and rights of Grantee on and over the Property, consistent with the Original Grant, as modified and amended by First Amendment and this Second Amendment. At Grantor's option, such survey or surveys may be labeled as Exhibit 3 and attached hereto as part of this Second Amendment. Without the prior written consent of Grantor, this instrument shall not be placed of record until such mutually agreeable survey or surveys are available to Grantor (and/or its designee) for such purpose. Grantee acknowledges that, in event of breach of any of Grantee's obligations, adequate remedy may not be available at law and Grantor shall be entitled to equitable relief, including without limitation specific performance or enforcement and injunctive relief.

Except as modified and amended by First Amendment and this Second Amendment, the parties acknowledge and agree that the Original Grant remains in force and effect.

The terms and provisions of this instrument have been negotiated between the parties and neither party shall be considered the draftsman for purpose of any rule of construction requiring that this instrument be strictly construed against the draftsman thereof.

The terms and conditions hereof shall run with the land and be binding upon and inure to the benefit 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. By its acceptance of this Second Amendment, Grantee accepts and agrees to the terms, conditions and provisions hereof.

This Second Amendment may be executed in separate counterparts, all of which shall be one and the same instrument.

In witness whereof, this instrument is executed as of the date first above written.

GRANTOR:

GRANTOR:

Eula Holmes Sanders  
Eula Holmes Sanders

Elmore Holmes, III  
Elmore Holmes, III

341 Stonewall  
Address

80 Monroe Avenue, Suite 700  
Address

Memphis, Tennessee 38112  
City, State, Zip Code

Memphis, Tennessee 38103  
City, State, Zip Code

(901) 278-6520  
Telephone Number

(901) 524-4920  
Telephone Number

413-43-3764  
Tax Identification Number

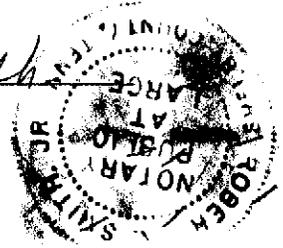
428-48-2668  
Tax Identification Number

STATE OF TENNESSEE )  
                                  ) ss.  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for said county and state, on this 26 day of Feb, 2001, within my jurisdiction, the within named Eula Holmes Sanders, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires: Feb. 27, 2002

Robert K. Smith  
Notary Public



STATE OF TENNESSEE )  
                                  ) ss.  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for said county and state, on this 5th day of March, 2001, within my jurisdiction, the within named Elmore Holmes, III, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires: Dec. 11, 2002

Linda L. Moore  
Notary Public









526-MS-DS-49A

## EXHIBIT 1

Attached to and made a part of that certain "Amendment to Grant of Easement dated March 2, 2001, 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; 0.3405 acres, more or less, conveyed to William L. Burks and wife, Bonnie J. Burks, by Special Warranty Deed dated in or about May, 1999.

PLEASE INDEX AGAINST THE FOLLOWING LANDS:

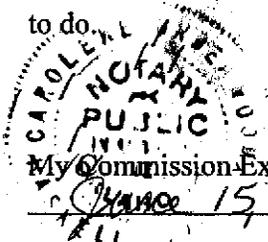
S/E 1/4 and S/W 1/4, SECTION 17, TOWNSHIP 1 SOUTH, RANGE 7 WEST.

GRANTEE: MID-AMERICA PIPELINE COMPANY

By: Alan D. Wurtz  
Title: Attorney-in-Fact

STATE OF Oklahoma  
COUNTY OF Tulsa

Personally appeared before me, the undersigned authority in and for said county and state, on this day of 2/28, 2001, within my jurisdiction, the within named Alan D. Wurtz, who acknowledged that he/she is the Attorney-in-Fact of Mid-America Pipeline Company, a Delaware corporation, and that for and on behalf of said company, and as its act and deed, he/she executed the above and foregoing instrument after having been duly authorized by said company so to do.



Carolene Underwood  
Notary Public

CAROLENE UNDERWOOD

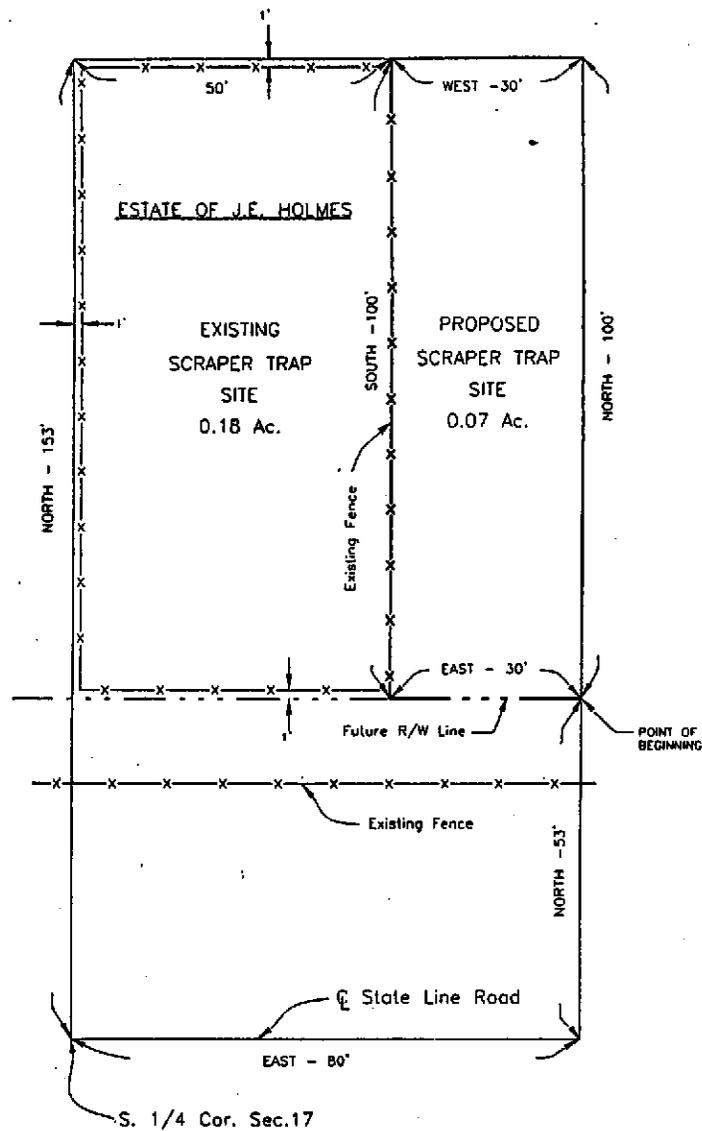
Grantee's Address: PO BOX 21628  
TULSA, OK 74121-1628

Grantee's Telephone No.: 918-574-8230  
Grantee's Tax I.D. No.: 13-2618780

This instrument prepared by and return to:  
Elmore Holmes, III  
80 Monroe Avenue, Suite 700  
Memphis, Tennessee 38103-2467

K:\EH\DOCUMENT\HOLMES2\arnend

DeSoto County, Mississippi  
 Sec. 17, T-1-S, R-7-W



DETAIL  
 Scale: 1" = 30'

EXHIBIT 2  
 Page 1 of 2

**MID-AMERICA PIPELINE COMPANY**  
 TULSA, OKLAHOMA

PROPOSED SCRAPER TRAP SITE

DRAWN BY: TFM

MP18.93-101

SCALE: AS NOTED

DATE: 9-25-00

APPROVED:

Scraper Trap Site Description

A tract of land containing 0.07 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 0.07 acre tract of land being more particularly described as follows:

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

THENCE East, along the South line of said SW-1/4 of said Section 17, a distance of 80 feet;

THENCE North, perpendicular to said South line, a distance of 53 feet to the

**Point of beginning;**

THENCE West, parallel with said South line, a distance of 30 feet;

THENCE North, perpendicular to said South line, a distance of 100 feet;

THENCE East, parallel with said South line, a distance of 30 feet;

THENCE South, perpendicular to said South line, a distance of 100 feet

to the point of beginning and containing 0.07 acres, more or less.