

Gulf South Pipeline Company, LP
1020 North Fox Hall Road
Flowood, Mississippi 39232

Index: 301-18
Tract:

TEMPORARY WORKSPACE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that, Madison County (“GRANTOR,” whether one or more), for Five Hundred and 00/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grants, bargains, sells and conveys unto Gulf South Pipeline Company, LP (“Gulf South”), 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, the right to use an area as temporary workspace (“Temporary Workspace”), located on that certain property situated in the County of Madison, State of Mississippi, and more particularly described as follows (“Property”):

As described and shown on Exhibit A attached hereto and incorporated herein.

WARRANTY OF TITLE: GRANTOR warrants and represents that he owns the Property, and that no other party owns an interest therein.

GULF SOUTH’S RIGHTS: Gulf South shall have the right to use the Temporary Workspace for the purposes of parking and staging equipment, and any other use necessary thereto, along with the rights of ingress and egress across the Property.

CONSIDERATION: The above-recited consideration shall serve as prepayment in full of damages arising from the exercise of said rights.

EFFECTIVE DATE: The rights granted hereunder are effective on the date this document is signed by GRANTOR, and will remain effective until thirty (30) days after completion of Gulf South’s use of the Temporary Workspace.

INDEMNITY: Gulf South, its successors and assigns, do hereby agree to indemnify and hold harmless Grantor, its successors and assigns, against all loss, damages, claims, suits, actions, or costs which may arise from damage to the Property or injury or death of persons on the Property to the extent caused by or arising from the negligence, gross negligence, or willful misconduct of Gulf South in exercising its rights hereunder.

CEASE AND DESIST: GRANTOR shall have the right to direct that Gulf South cease and desist any particular activity upon the Property that in Grantor’s good faith belief creates a hazard to persons or property or unreasonably interferes with GRANTOR’s current operations on the Property, and Gulf South shall be obligated to promptly remedy such activity. -

DUTIES OF GULF SOUTH: Upon completion of Gulf South's use of the Temporary Workspace, Gulf South shall return the Temporary Workspace to its pre-construction condition as nearly as is practical.

SUCCESSORS AND ASSIGNS: All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

CHANGES TO THIS AGREEMENT: This provision of this Temporary Workspace Agreement can only be changed by another written document signed by both Gulf South and the GRANTOR.

ENTIRE AGREEMENT: This Temporary Workspace Agreement embodies the whole agreement between the parties hereto, and no representation, promise or agreement not expressed in this document has been made to induce GRANTOR to execute and deliver it.

WITNESS the execution hereof this _____ day of _____, 2013.

WITNESSES:

GRANTOR:

Madison County
Address: