

# GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to Forty Dollars (\$40.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

JAMES M. MORRIS and ETTA M. BRYAN

Williams Mid South Pipeline LLC

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Warranty BOOK BOOK

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Warranty deed BOOK

NO. 486 PAGE 30

NO. 418 PAGE 551

THIS THE 5th DAY OF Nov 2004

THIS THE 6 DAY OF May 2003

W.E. Davis  
W.E. Davis CHANCERY CLERK

W.E. Davis  
W.E. Davis CHANCERY CLERK

hereinafter referred to as Grantor (whether one or more), do hereby grant, bargain, sell and convey unto Mid-America Pipeline Company, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", 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 a pipeline or pipelines, and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 35 feet on the North/West side and 15 feet on the South/East side of a line (line) (as) surveyed and definitely established by the centerline of the initial 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, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of DeSoto State of Mississippi to wit:

See Exhibit "A" Attached Hereto and Made a Part Hereof.

*J.M.M.*  
The width of The ABOVE described Right of Way shall become Twenty feet (20') in width AFTER construction of said pipeline. Grantee shall have the right to use additional width as may be reasonably necessary for maintenance, inspection, repair, operation or removal of said pipeline. IT is Agreed THAT NO construction will be conducted Between July 1, 1984 Through July 5, 1984.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns for the purpose of oil and petroleum pipeline. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures herein granted right of way that will interfere with the normal operation and maintenance of the oil and petroleum pipeline.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land is (is not) rented for the period beginning 15 19 to 19 on (cash) (prop) basis to Pearce Cole Garage

The terms and conditions hereof shall 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 the said Grantor, S have hereunto set their hands and seal S, this 21 day of Dec., 1983.

WITNESS:

Norman Kendall  
Right of Way Agent

James M. Morris  
JAMES M. MORRIS SS# 409-26-9681  
Etta M. Bryan  
ETTA M. BRYAN

(Individual)

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS  
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ 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 affixed my notarial seal, the day and year first above written.

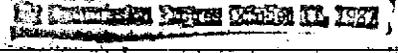
My commission expires \_\_\_\_\_ Notary Public

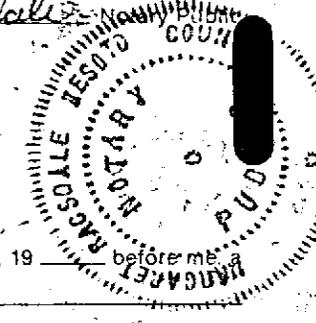
STATE OF Mississippi }  
COUNTY OF De Soto } SS.

BE IT REMEMBERED, That on this 21 day of December, A.D., 19 83 before me, a  
Notary Public in and for said County and State, personally appeared James M. Marshall and  
Etta M. Bryan

to me known to be the identical person and delivered described in and who executed the within and foregoing instrument, and acknowledged to me  
that they executed the same as thru 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 \_\_\_\_\_  Margaret Ragdale



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ 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 affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ 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 affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

James M. ... and Nina M. Bryan

10.13 acres, more or less, in the Southeast Quarter of Section Eighteen (18), Township One (1), Range Six (6) West, described as follows:

Begin at a point in the south line of said Quarter Section, which said beginning point is in the west line of the D. H. Haverstick 20 acre tract, and as supposed to be 1089 feet south 84 degrees 20 minutes west of the southeast corner of said Quarter Section; Thence North 74 degrees 15 minutes west 929 feet; Thence North 24 degrees 45 minutes East 754.3 feet to the south right-of-way of U. S. Highway No. 78; Thence with said right-of-way southeast 621 feet to a stake therein; Thence South 5 degrees 40 minutes East 597.3 feet to the point of beginning, and containing 10.13 acres, more or less, and being the same property conveyed by Sarafina Zenola to C. A. Collins by Warranty Deed dated November, 1945, recorded in Book 32, Page 365 of the Deed Records of DeSoto County, Mississippi.

EXHIBIT "A"

MID-AMERICAN PIPELINE COMPANY  
ENGINEERS AND CLAIMS  
111 SOUTH BALTIMORE  
MEMPHIS, TENNESSEE

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
40:12 PM - A.M. 9 day of Jan. 1954, and that the same has been recorded in  
Book 160 Page 677 records of Right of Way of said County.  
Witness my hand and seal this 10 day of January 1954.  
H. H. Ferguson CLERK  
Page 4.50 pth