

324

JUN 4 1984

GRANT OF EASEMENT

and other good and valuable considerations
 FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby
 acknowledged, ~~and in full satisfaction of the indebtedness of the Grantor to the Grantee in the amount of Ten Dollars (\$10.00) as shown on the account books of the Grantee, which indebtedness has been fully paid and satisfied by the Grantor to the Grantee on this day of May 1984.~~
 I, John A. Montgomery, Jr.

Williams Mid South Pipeline Co
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

Warranty deed BOOK
 NO. 418 PAGE 551

THIS THE 6 DAY OF May 2002.

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 15 feet on the North ~~West~~ side and 35 feet on the South ~~East~~ side of a line (to be) (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 for a description of subject property.

See Exhibit "B" attached hereto and made a part hereof for additional terms and provisions.

See Exhibit "C" attached hereto and made a part hereof for description of the approximate location of the easement and temporary construction easement granted hereby.

Pipeline Dept
Williams Petroleum
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

WT BOOK
 NO. 440 PAGE 342
 THIS THE 24 DAY OF March 2003

W E Davis
 CHANCERY CLERK *J. Montgomery*

WE HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

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 on the herein granted right of way that will interfere with the normal operation and maintenance of the said line ~~or lines~~.

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 19 to 19 on (cash) (crop) basis to

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 has hereunto set his hand and seal, this 4th day of May 19 84.

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

WITNESS: Warranty BOOK
 NO. 486 PAGE 30

THIS THE 5 DAY OF Nov 2004

W E Davis
 CHANCERY CLERK *J. Montgomery*

John A. Montgomery, Jr.
 JOHN A. MONTGOMERY, JR.

(Individual)

~~BOYD IOWA MISSOURI NEBRASKA NORTH CAROLINA OHIO PENNSYLVANIA SOUTH CAROLINA TEXAS VIRGINIA WISCONSIN MISSISSIPPI ALABAMA ARIZONA ARKANSAS CALIFORNIA COLORADO CONNECTICUT DELAWARE FLORIDA GEORGIA ILLINOIS INDIANA IOWA KANSAS~~

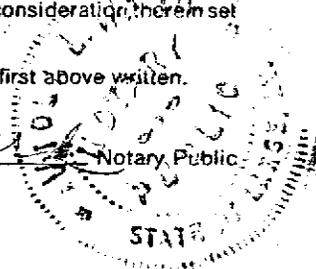
STATE OF KENTUCKY
COUNTY OF JEFFERSON } SS.

BE IT REMEMBERED, That on this 4th day of JUNE ~~May~~, A.D., 19 84 before me, a Notary Public in and for said County and State, personally appeared John A. Montgomery, Jr.

to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me that he ~~and delivered~~ his 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 8/23/87 John A. Montgomery, Jr. 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

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

Part of the George C. Martin Tract being part of the South half of the Southwest Quarter of Section 16, and the Northwest Quarter of Section 21, Township 1 South, Range 6 West, located in DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a nail at the intersection of the centerline of Crumpler and Stateline Roads 1155.0 feet North of the Northwest corner of Section 21; thence South 89 degrees 55 minutes 20 seconds East along the centerline of Stateline Road (Tennessee-Mississippi State line) 1712.95 feet to a point 964.92 feet North of a found iron pin; thence South 0 degrees 2 minutes 52 seconds East a distance of 2400 feet to a point; thence South 89 degrees 55 minutes 20 seconds East a distance of 925 feet to a point in the North to South half Section line of Section 21; thence along said half section line South 0 degrees 02 minutes 52 seconds East a distance of 1297.39 feet to a point in the North line of the St. Louis-San Francisco Railway Company R.O.W. (120.0 foot R.O.W.), said point being 120.0 feet North of the Southeast corner of the Northwest Quarter of Section 21; thence North 89 degrees 38 minutes 45 seconds West along the North line of said R.O.W. 2657.24 feet to a point on the West line of Section 21, said point is 120.0 feet North of the Southwest corner of the Northwest Quarter of said Section 21; thence North 0 degrees 15 minutes 4 seconds East along the West line of said Section 21 and also Section 16 a distance of 3684.57 feet to the point of beginning.

LESS AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 16, and part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 21, Township 1 South, Range 6 West, more particularly bounded and described as follows:

Beginning at a point on the centerline of State Line Road 1477.0 feet East of the centerline of Crumpler Road; thence South 89 degrees 55 minutes 20 seconds East along the centerline of said State Line Road 235.95 feet to a point; thence South 0 degrees 02 minutes 52 seconds East a distance of 2400.00 feet to a point; thence North 89 degrees 55 minutes 20 seconds West 235.95 feet to a point; thence North 0 degrees 02 minutes 52 seconds West 2400.00 feet to the point of beginning. Containing 566,280 square feet or 13.0 acres, more or less.

LESS AND EXCEPT:

That property located in the Northwest Quarter (NW 1/4) of Section 21, Township One (1) South, Range Six (6) West, in DeSoto County, Mississippi, and being more particularly bounded and described as follows, to-wit:

Beginning at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 21, Township 1 South, Range 6 West, in DeSoto County, Mississippi, said point being 6 feet East of the physical centerline of Germantown Road; thence North $88^{\circ} 30' 50.6''$ West along the half Section Line as accepted by the Frisco Railroad, 2660.56 feet to a point in the North-South half Section Line; thence North $1^{\circ} 21' 47''$ East along said half Section Line 120.0 feet to a point in the North right-of-way line of the Frisco Railroad property, said point being the point of beginning for the herein described property and being the Southeast corner thereof; thence North $88^{\circ} 30' 50.6''$ West along said right-of-way line (running parallel to the said half Section Line) 603.75 feet to a point; thence North $1^{\circ} 21' 47''$ East 1298.61 feet to a point; thence South $88^{\circ} 31' 35''$ East 603.75 feet to a point in said half Section Line of Section 21; thence South $1^{\circ} 21' 47''$ West along said line 1298.74 feet to the point of beginning, containing 784,080.00 square feet or 18.00 acres.

ALSO, LESS AND EXCEPT:

18 Acres, more or less, out of the Northwest Quarter of Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi, being more particularly described as beginning at the Northeast corner of the Southeast Quarter of Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi, said point being 6 feet East of the physical centerline of Germantown Road; thence North $88^{\circ} 30' 50.6''$ West along the half section line as accepted by the Frisco Railroad, 2660.56 feet to a point in the North-South half section line; thence North $1^{\circ} 21' 47''$ East along said half section line 120.0 feet to a point in the North right-of-way line of the Frisco Railroad property, said point being the Point of Beginning for the herein described property and being the Southeast corner thereof; thence North $1^{\circ} 21' 47''$ East 700.38 feet to a point; thence East 36.7 feet, said point being the Southwest corner of Lot 20 of Germantown Manor Subdivision as recorded in Plat Book 9, Page 27-28, in the Office of the Chancery Court of DeSoto County, Mississippi; thence run North along the West line of said Lot 20 of said Germantown Manor Subdivision 588.0 feet to a point said point being the Northwest corner of said Lot 20 of said Subdivision; thence continue North across Cedar Crest Lane 36.01 feet to a point; thence West 31.6 feet to a point; thence North $88^{\circ} 31' 35''$ West, 603.75 feet to a point; thence South $1^{\circ} 21' 47''$ West 1298.61 feet to a point; thence South $88^{\circ} 30' 50.6''$ East 603.75 feet to the Point of Beginning, containing 18 acres, more or less.

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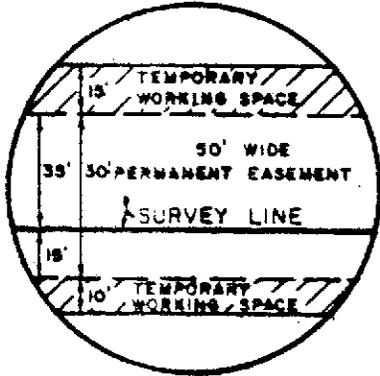
Montgomery

1. It is agreed and understood that upon the completion of the pipeline to be laid hereunder, the permanent width of this Grant of Easement shall revert to twenty (20') feet, being five (5') feet on the North and East sides and fifteen (15') feet on the South and West sides of the pipeline. Grantee further 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.
2. Not more than one (1) pipeline shall be laid under the terms and provisions of this instrument.
3. It is hereby agreed by and between the Grantors and the Grantee that there shall be no above-ground installations or appurtenances on the herein described property, except for pipeline markers at fence or property lines.
4. It is agreed and understood that the Grantee shall not change the size of the pipeline laid under this Grant of Easement without re-negotiating for same with the Grantors herein.
5. It is hereby understood and agreed that the herein Grantor may lay, construct, and maintain parking lots, streets, and/or driveways; fences; or any desired utilities, to include but not limited to: water lines, sewer lines, electric lines, natural gas lines, and/or telephone lines, over and/or through and across the lands embraced in said easement hereby granted, provided however, Grantor herein shall not use said right so as to materially impair Grantee's rights to use the same for the purposes herein granted. Grantee further agrees to repair or replace, at Grantee's sole expense, any future damages to said parking lots, streets, and/or driveways; fences; or any utilities, which might be caused by Grantee.
6. Grantee agrees to bury the pipeline a minimum depth of 36" inches from the top of the pipe to the surface of the ground.

EXHIBIT "B"

PT. Sec. 16
T 1 S - R 6 W
DeSoto Co., Miss.

SHELBY CO., TENN.
DeSOTO CO., MISS.



R/W DETAIL "B"
Scale: 1" = 60'

CRUMPLER ROAD
920.5'

John A. Montgomery, Jr.

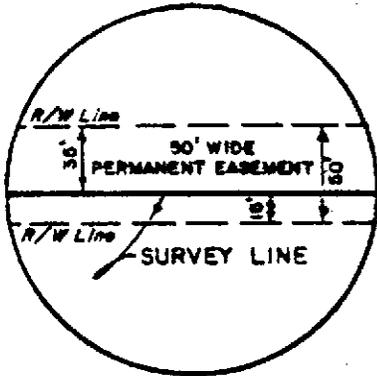
160.4 Ac.
Bk. 117, Pg. 495
Less 70.0 Ac. & 13.0 Ac.
Bk. 163, Pg. 299 & 301
PERMANENT EASEMENT = 0.97 Ac.
TEMP. WORKING SPACE = 0.06 Ac.
RODS = 51.03

920.5'

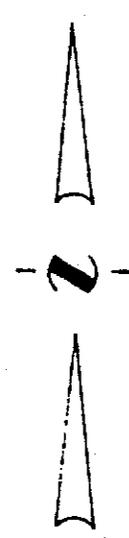
100'
SURVEY LINE (SEE DETAIL A)

N 89° 55' W
842'

17 16
20 21 (SEE DETAIL B)



TYPICAL
R/W DETAIL "A"
Scale: 1" = 100'



RR. R/W

NOTE:
BEARING DERIVED FROM DEED

EXHIBIT "C", Page 1 of 2

17 APR 84/Corrected Rgs./
3 FEB 84 LS
REV: 21 JAN 84 Art

ALIGNMENT SHEET:

FIELD BOOK:

MID-AMERICA PIPELINE COMPANY

TULSA, OKLAHOMA

PROPOSED PIPELINE CROSSING LAND OF
JOHN A. MONTGOMERY, JR.
DeSOTO COUNTY, MISSISSIPPI

DRAWN BY: B.D.

SCALE: 1" = 400'

DATE: 19 JAN 84

APPROVED: Vrt

8492-MI-DS-28

DESCRIPTION

Beginning at a point in the East line of a tract of land containing 70.4 acres, more or less, said 70.4 acre tract being a tract of land containing 160.4 acres, more or less, situate in Sections 16 and 21, Township 1 South, Range 6 West, DeSoto County, Mississippi, as described in deed dated November 18, 1983 from Lomax B. Lamb, Jr., Trustee, to John A. Montgomery, Jr. and recorded in Book 117, Page 495 of the Deed Records of DeSoto County, Mississippi, less and except a tract of land containing 70.0 acres, more or less, and a tract of land containing 13.0 acres, more or less, as described in deed dated November 18, 1983 from Conrad L. Kreunen to Olive Branch Manufacturing Co., Inc. and recorded in Book 163, Pages 299 and 301 of the Deed Records of DeSoto County, Mississippi, said point being Southerly, along said East line, a distance of 920.5 feet from the Northeast corner of said 70.4 acre tract and the Mississippi-Tennessee State line;

THENCE N 89°55' W a distance of 842 feet

to a point in the West line of said 70.4 acre tract and the West Section line of said Section 16, said point being Southerly, along said West line, a distance of 920.5 feet from the Northwest corner of said 70.4 acre tract and said State line, being a total distance of 842 feet or 51.03 rods in length, more or less.

REV. 17 April 1984
21 January 1984

EXHIBIT "C", Page 2 of 2

Filed @ 3:45 P.M., June 13, 1984
Recorded in Book 170 Page 324
H. G. Ferguson, Clerk