

STATE MS.-DESOTO CO.
FILED

COUNTY OF DESOTO

APR 19 8 23 AM '95

18" System
Tract No. 356

STATE OF MISSISSIPPI

BK 284 PG 264
W.E. DAVIS CH. CLK. by: G. Starkey, OC
RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 10 day of MARCH, 1995, by and between ROBERT L. SULLIVAN, JR.; DOROTHY HOPE SULLIVAN HAMILTON and CARL HAMILTON, her husband; and DAVID S. SULLIVAN (hereinafter collectively called "Landowner"), and HAL D. CRENSHAW, as the purchaser of the property referenced hereinbelow by virtue of an unrecorded Option Contract, dated August 13, 1993, and TEXAS GAS TRANSMISSION CORPORATION, a corporation (hereinafter called "Texas Gas").

WITNESSETH:

WHEREAS, M. Gavin Carter and Alice Holst Carter, his wife, as Grantor, executed an agreement which granted a right-of-way and easement to Memphis Natural Gas Co., Texas Gas's predecessor in title, under the date of September 10, 1928, recorded in Book No. 22, Page 256 (hereinafter called "Agreement"), with respect to locating, constructing, reconstructing, maintaining, and operating two (2) 18" pipelines on certain property owned by Grantor, and;

WHEREAS, Landowner is the current owner of the property covered herein by virtue of a certain Warranty Deed dated May 3, 1977, recorded Book 129, Page 417, in the Chancery Clerk's Office of DeSoto County, Mississippi, and by being the sole and only heirs of Robert L. Sullivan, and;

WHEREAS, as a result of the proposed modifications of Mississippi Highway 302 and U.S. Highway 61 by the Mississippi Department of Transportation, over and across Texas Gas's above-referenced right-of-way and pipelines, Texas Gas is being required to adjust, relocate, remove, replace, and reconstruct sections of its existing 18" No. 1 pipeline and its 18" No. 2 pipeline (hereinafter collectively called "pipelines"), and;

WHEREAS, the parties hereto have negotiated the terms and conditions under which Texas Gas shall be granted and conveyed the necessary right-of-way and easement to accommodate the sec-

NM
GDC
MM

tions of the aforementioned pipelines that are being replaced, relocated, and reconstructed.

NOW THEREFORE, in consideration of the premises and payment hereinafter set forth, the parties do hereby agree as follows:

1. Landowner does hereby grant and convey unto Texas Gas, its successors and assigns, a right-of-way and easement for the purpose of laying, constructing, maintaining, operating, altering, repairing, removing, relocating, changing the size of, and replacing two (2) 18" pipelines (with necessary fittings and appliances) for the transportation of oil, gas, petroleum products, or any other liquids, gases, or substances which can be transported through the pipelines, under, upon, over, and through the lands of the Landowner situated in the County of DeSoto, State of Mississippi, and more particularly described in the above-referenced deed and in Exhibit "A", attached hereto and made a part hereof.
2. The right-of-way and easement for the two (2) relocated 18" pipelines to be constructed pursuant to this Right Of Way Agreement shall be located on the above-referenced land owned by Landowner in Section 27, Township 1 South, Range 9 West, DeSoto County, Mississippi, and said right-of-way and easement is hereinbelow described by a metes and bounds description as shown on Drawing No. LL-3303, attached hereto, and being further described as commencing at the southeast corner of Section 27, Township 1 South, Range 9 West; thence North 81° 57' West, approximately 1,710± feet to a point on the edge of the Highway 302 proposed north right-of-way line; said point also being the point of beginning of the right-of-way and easement being granted herein; thence North 87° 28' West, 178.26 feet to a point; thence North 42° 27' East, 78.47 feet to a point; thence South 87° 33' East, 96.92 feet to a point; thence North 42° 27' East, .36 feet to a point; thence South 47° 33' East, 61.72 feet to a point; thence South

42° 27' West, 35.38 feet to the point of beginning of said right-of-way and easement, and containing .221 acres, more or less, as shown on Drawing No. LL-3303, attached hereto and a made a part hereof.

3. In consideration of the rights granted in paragraph No. 1 hereinabove, Texas Gas does hereby pay the Landowner Six hundred sixty three + ⁰⁰/₁₀₀ ——— Dollars (\$663.⁰⁰), cash in hand paid, the receipt of which is hereby acknowledged.
4. Landowner does further grant unto Texas Gas, for construction, reconstruction, relocating, adjusting, and replacement purposes only, the necessary temporary work space easements located on each side of and adjacent to the permanent right-of-way and easement conveyed in No. 1 above and described in No. 2 above, in order to perform the necessary work on the pipelines. Upon completion of construction, reconstruction, relocation, adjustment, and replacement of the 18" No. 1 and No. 2 pipelines, said temporary easements shall revert to Landowner and Texas Gas will have no further interest or rights therein.
5. Texas Gas does hereby have full rights of ingress and egress across the Landowner's land described in Exhibit "A" for the purposes set out in the above Paragraph No. 1 and the undersigned Landowner, its successors or assigns, reserves the right to fully use and enjoy said premises except as the same may be necessary for the purposes herein granted; provided, however, that the Landowner shall not have the right to erect any building or structure on the right-of-way and easement granted herein. Texas Gas shall have the right from time to time to cut and keep clear all trees, undergrowth, and other obstructions that may injure, endanger, or interfere with the use of said pipelines or fittings and appliances appurtenant to said pipelines. Texas Gas, by the acceptance hereof, agrees to bury the

pipelines so that they will not interfere with the cultivation of the land, and also to pay any damage caused to crops, fences, timber, and other improvements as a result of laying, constructing, maintaining, operating, altering, repairing, removing, relocating, changing the size of, and replacing said pipelines.

6. It is agreed that the sections of the two (2) existing 18" pipelines and their rights-of-way and easements that will not be affected by the above-referenced Mississippi Highway 302 and U.S. Highway 61 project, will retain each and every right and/or obligation set forth in the agreements recorded in Book No. 22, Page 256, in the Chancery Clerk's Office of DeSoto County, Mississippi, to the extent that the terms and provisions thereof are not in conflict with or abrogated by this document are incorporated herein, made a part hereof and as effective upon the parties hereto as if they were copied in full and set forth herein.
7. It is expressly understood and agreed by and between the parties hereto that this document sets forth all of the promises, agreements, conditions, and understandings by and between the parties and that there are no other promises, agreements, conditions, or understandings, either oral or written, between them other than are set forth herein.
8. This Right Of Way Agreement shall be binding upon Landowner, their heirs, executors, and administrators (and successors and assigns) and the successors and assigns of Texas Gas.

IN WITNESS WHEREOF, witness the signatures of the parties,
the year and the date above written.

SEE ATTACHED
ACKNOWLEDGEMENT CERTIFICATE

LANDOWNER:

Robert L. Sullivan
Robert L. Sullivan, # (RS)

Dorothy Hope Sullivan Hamilton
Dorothy Hope Sullivan Hamilton

Carl Hamilton
Carl Hamilton

David S. Sullivan
David S. Sullivan

Hal D. Crenshaw
Hal D. Crenshaw

TEXAS GAS TRANSMISSION CORPORATION

By Vernice McLeod
Vice President

ATTEST:

Theresa C. Poole
Assistant Secretary



THIS INSTRUMENT WAS PREPARED BY:

W. Mark Record
W. Mark Record
for

Texas Gas Transmission Corporation
3800 Frederica Street
Owensboro, Kentucky 42301
502/688-6495

AGREEMENTS - 000377

Signature page of Right Of Way Agreement by and between Robert L. Sullivan, Jr., et al, and Texas Gas Transmission Corporation dated 3-10-95.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

BOOK 284 PAGE 269

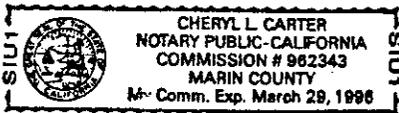
State of CALIFORNIA

County of MARIN

On MARCH 10 1995 before me, CHERYL L. CARTER NOTARY PUBLIC

personally appeared ROBERT L. SULLIVAN

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



862 Sir Francis Drake Blvd. San Anselmo, CA 94960-1914

WITNESS my hand and official seal.

Signature of Notary Public: Cheryl L. Carter

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: RIGHT OF WAY AGREEMENT

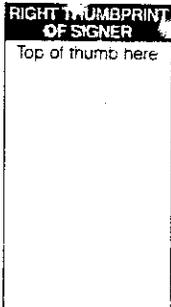
Document Date: 03-10-95 Number of Pages: 8 w/ attachments

Signer(s) Other Than Named Above: DOUGLAS HOPE SULLIVAN HAMILTON, CARL HAMILTON, (PENDING): DAVID S. SULLIVAN

Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT L. SULLIVAN

- Individual (checked)
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: SELF

Signer's Name: (crossed out)

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: (crossed out)

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for said County and State, the above named DOROTHY HOPE SULLIVAN HAMILTON who acknowledged that she signed the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 2ND day of MARCH, 1995.

Michael J. Kurancki
Notary Public

My Commission Expires:

MAY 4, 1998



STATE OF MISSISSIPPI

COUNTY OF HARRISON

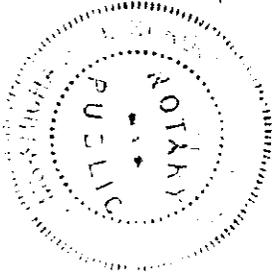
Personally appeared before me, the undersigned authority in and for said County and State, the above named CARL HAMILTON who acknowledged that he signed the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 2ND day of MARCH, 1995.

Michael J. Kurancki
Notary Public

My Commission Expires:

MAY 4, 1998

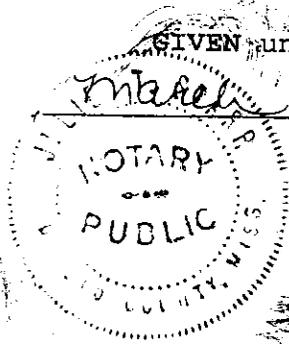


Notary (1) page of Right Of Way Agreement by and between Robert L. Sullivan, Jr., et al, and Texas Gas Transmission Corporation dated 3-10-95.

STATE OF Mississippi
COUNTY OF DeSoto

BOOK 284 PAGE 271

Personally appeared before me, the undersigned authority in and for said County and State, the above named David S. Sullivan who acknowledged that he signed the foregoing instrument on the day and year therein mentioned. GIVEN under my hand and official seal, this 15th day of March, 1995.



Julie O. Harr
Notary Public

My Commission Expires:
February 9, 1996

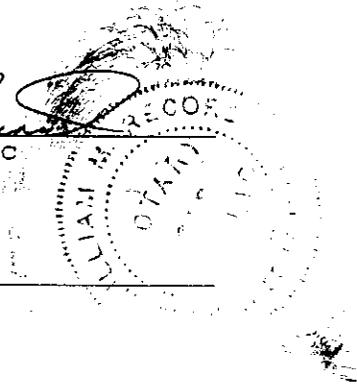
STATE OF KENTUCKY
COUNTY OF DAVIESS

On this 13th day of MARCH, 1995, before me, William M. Reed, a Notary Public, appeared Norris McDivitt, a Vice President of Texas Gas Transmission Corporation, a corporation, and that said instrument was signed and acknowledged to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William M. Reed
Notary Public

My Commission Expires:
June 7, 1996



Notary (2) page of Right Of Way Agreement by and between Robert L. Sullivan, Jr., et al, and Texas Gas Transmission Corporation dated 3-10-95.

STATE OF Mississippi
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, the above named _____
Hal D. Crenshaw who acknowledged that he signed the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 15th day of April, 1995.

Mary Austin
Notary Public

My Commission Expires:

July 17, 1998

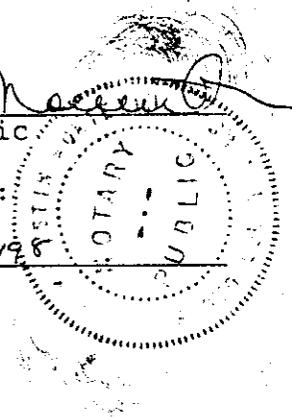


Exhibit "A"

The property described below and covered by the below-referenced Right Of Way Agreement is that particular parcel of land located in Section 27, Township 1 South, Range 9 West and is described in a Deed recorded in Book 129, Page 417, in the Chancery Clerk's Office of DeSoto County, Mississippi, as follows:

All of Section 27, Township 1 South, Range 9 West, that lies east of Lake Cormorant drainage ditch, less and except 5-3/4 acres conveyed to Robert L. Sullivan by Deed recorded in Deed Book 44, Page 369, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

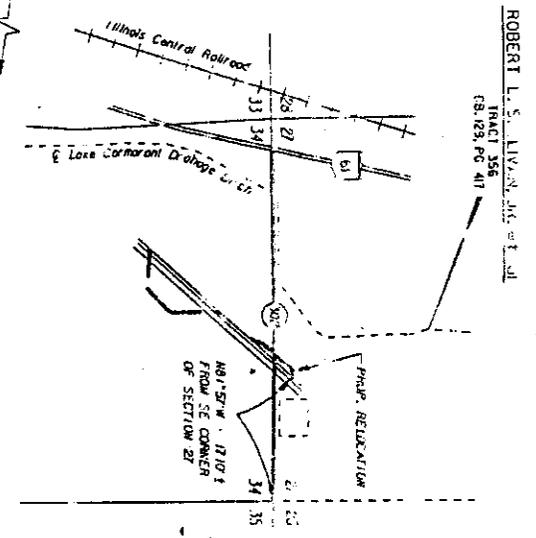
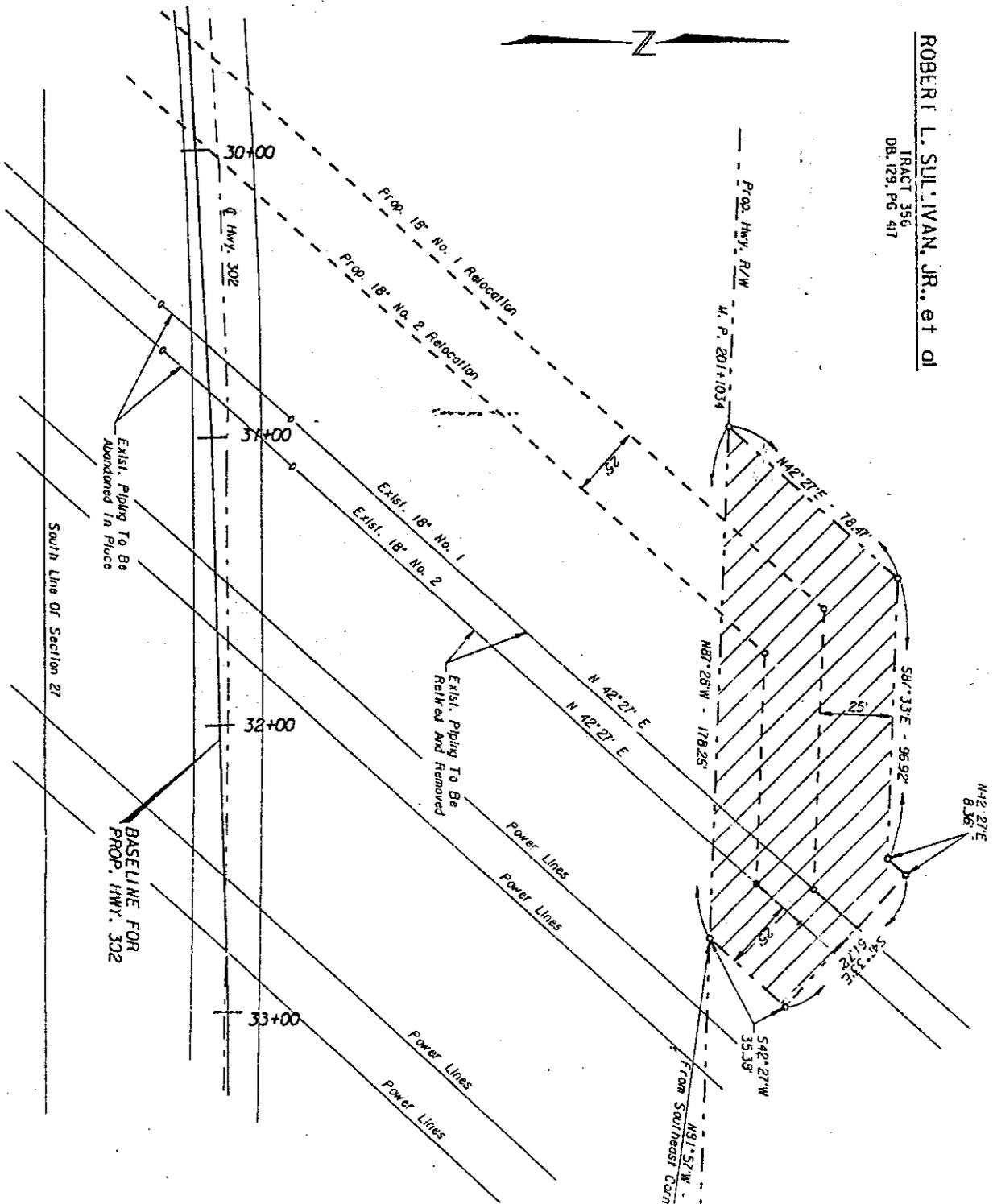
*The below-referenced Right Of Way Agreement affects the southeast quarter of Section 27, Township 1 South, Range 9 West.

Exhibit "A" of Right Of Way Agreement by and between Robert L. Sullivan, Jr., et al, and Texas Gas Transmission Corporation dated 2-10-65.

*****SYTIME*****DGN*SPECIFICATION*****

ROBERT L. SULLIVAN, JR., et al

TRACT 356
DB: 129, PG 417



ROBERT L. SULLIVAN, JR., et al
TRACT 356
DB: 129, PG 417

VICINITY MAP
SCALE: 1" = 2000'

NOTES:
1. TOTAL AREA OF PROP. R/W EASEMENT = 9628.95 SQ. FT. OR .221 ACRES.

Ref: PL-13539 CONST. DWG.
Ref: PL-1734 R/W

TEXAS GAS TRANSMISSION CORP.
OWENSBORO, KENTUCKY

18" SYSTEM
LOCATION ACROSS THE PROPERTY OF
ROBERT L. SULLIVAN, JR., et al

TRACT 356
SEC. 27, T5S - R9W
MALE 20H-1034
DE SOTO CO., MISSISSIPPI

SCALE SHOWN	DATE	APPROV.
DRAWN	D.W.	D
DESIGNED	B.C.	MEW
CHECKED	B.C.	ENGR. DEPT.
FILE NO.	4104001	

NO	DATE	PROP. EASEMENT DESCRIPTION	D.W.	B.C.	CHK. D. APPR. D.
0	10-24-94	PROP. EASEMENT DESCRIPTION			

REVISIONS

DWG. NO. 11-3403

ORIGINAL

PLAN
SCALE: 1" = 40'