

MA-88
02/94

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars \$(10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to --ONE HUNDRED DOLLARS-- ~~PER FOR TO BE PAID UPON THE~~ 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,

L.M. DICKSON

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, aboveground gate valves and other appurtenances, including but not limited to electric lines, cathodic protection equipment, devices for the control of pipeline corrosion or communication cables, within the confines of a right of way TWENTY feet in width, said right of way being TEN feet on the North/West side and TEN 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, situate in the County of DESOTO State of MISSISSIPPI

To-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

STATE MS.-DESOTO CO.
FILED
AUG 16 4 16 PM '99
BK 357 PG 529
W.E. DAVIS, CH. CLK.

TO 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, without the express written consent of Grantee.

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 which 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 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 work space.

It is hereby understood the party securing this grant on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Grantor represents 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.

In Witness Whereof the said Grantor has hereunto set his hand and seal this 19th day of April, 19 99.

WITNESS:


L.M. DICKSON

Prepared by: Mid-America Pipeline
1717 South Boulder
Tulsa, OK 74121
1-800-627-2601

Address: 3212 Castleleigh Road
City: Beltsville, Md. 20705
Telephone #: 301 572 4694
SS# 577 34 5261

(Individual)

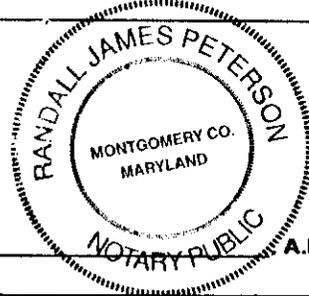
STATE OF MARYLAND)

COUNTY OF Montgomery)

BE IT REMEMBERED, That on this 19th day of April

me, a Notary Public in and for said County and State, personally appeared

L.M. DICKSON



A.D., 19 99 before

_____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me that _____ he _____ executed the same as _____ 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: ✓ Randall James Peterson (Notary)
My Commission Expires June 11, 2001

Notary Public

(Individual)

STATE OF _____)

COUNTY OF _____)

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

(Individual)

STATE OF _____)

COUNTY OF _____)

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

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority, on this day personally appeared _____

_____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of _____

_____ for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 19 _____.

My commission expires: _____ Notary Public

NE/4 Section 20

EXHIBIT A

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 20, T1S, R6W, DeSoto County, Mississippi, said tract of land being described as follows:

Commencing at the intersection of the south line of said quarter quarter section with the center line of main track of Grantee; thence northwesterly along said center line of main track Six Hundred Three and Twenty-nine Hundredths (603.29) feet; thence northeasterly at right angles Fifty (50) feet to a point in

present easterly right of way line of Grantee for a point of beginning; thence southeasterly along said right of way line parallel with said center line of main track Three Hundred Forty-three (343) feet to intersection with Grantors' east property line; thence north along said east property line Sixty (60) feet; thence northwesterly on a straight line, Three Hundred Five (305) feet to the point of beginning; containing Seventeen Hundredths (0.17) acre more or less.

Prepared by:
G. W. Bechtel
Mid-America Pipeline Company
P. O. Box 21628
Tulsa, OK 74121-1628
918-599-4029