

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, we, A. Noel Morris and Lila Morris, hereinafter referred to as "Grantor", do hereby grant, bargain, sell and convey unto the City of Olive Branch, 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, pipelines and other appurtenances, within the confines of a right of way described in Exhibit "A", which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said right of way and easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit "A".

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 easement of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline 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, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit 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 Grantors have hereunto set their hand and seal, this 10 day of August, 1999.

DECEASED
A. Noel Morris, Grantor
x Lila Morris
Lila Morris, Grantor

Witnessed By:
T. E. Gentry

STATE MS.-DESOTO CO. p2
FILED

Nov 29 3 06 PM '99

BK 363 PG 546
W.E. DAVIS, CLERK

STATE OF MISSISSIPPI

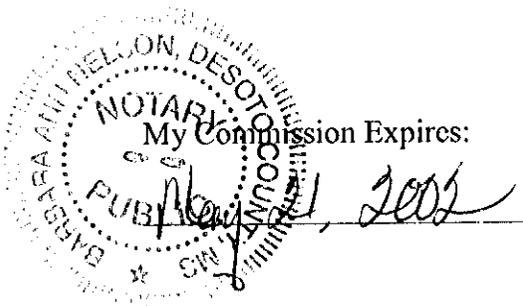
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of August, 1999, within my jurisdiction, T. E. Gentry, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly

sworn, states that he saw the within named Lila Morris, whose name is subscribed thereto, sign and deliver the same to The City of Olive Branch; and that the affiant subscribed h name as witness thereto in the presence of the undersigned.

[Signature]
Witness

Barbara Ann Nelson
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF DESOTO

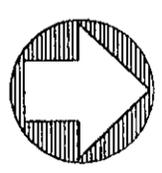
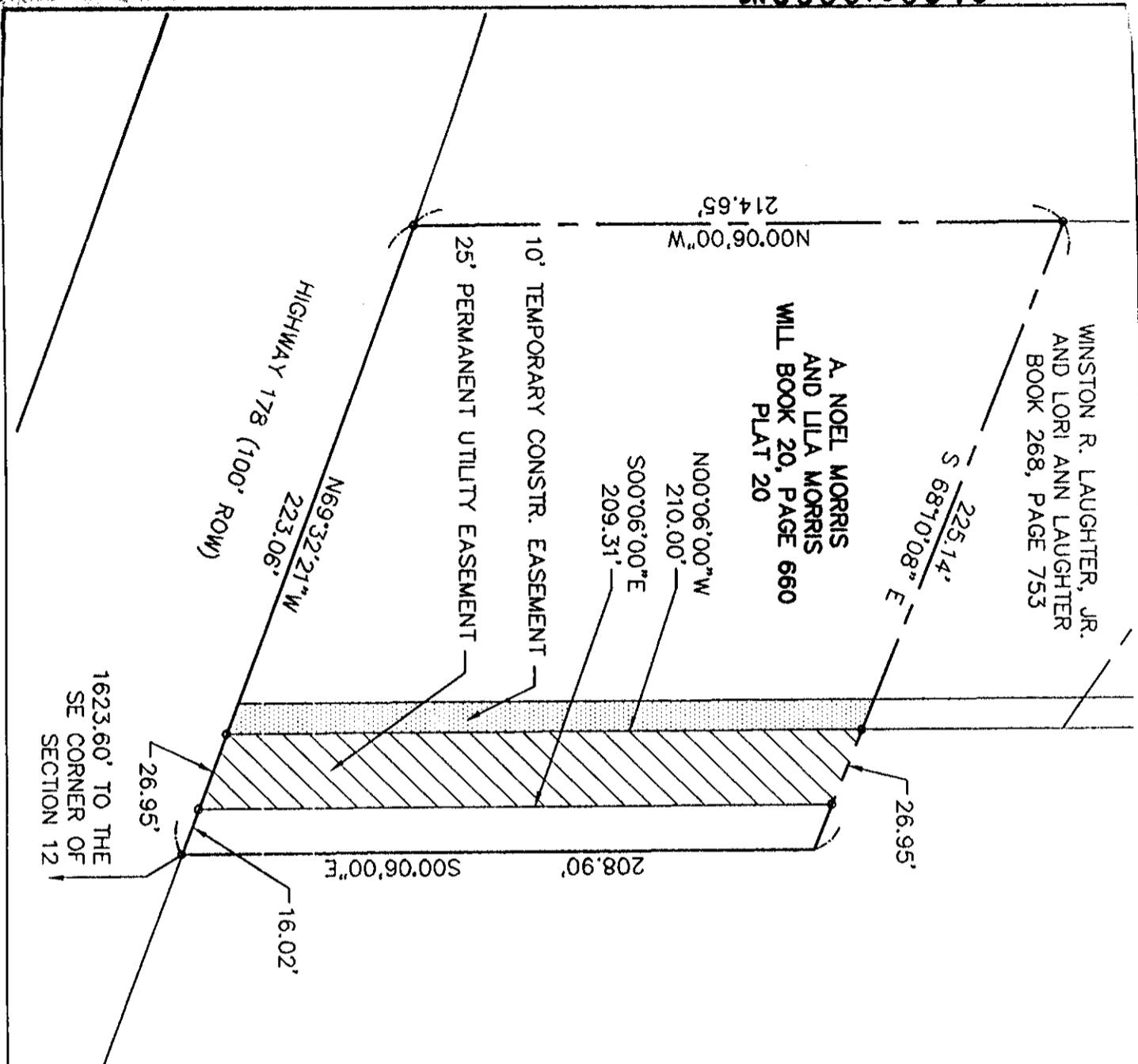
Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 1999, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named _____, whose name is subscribed thereto, sign and deliver the same to _____; and that the affiant subscribed h name as witness thereto in the presence of _____.

Witness

NOTARY PUBLIC

My Commission Expires:

PREPARED BY AND RETURN TO: Gary P. Snyder, Woods and Snyder, L.L.C., P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.



SCALE: 1" = 50'

ALL BEARINGS RELATIVE.
EASEMENT PREPARED WITHOUT
BENEFIT OF BOUNDARY SURVEY.

THE PROPERTY OF
A. NOEL MORRIS AND LILA MORRIS
TEMPORARY CONSTRUCTION EASEMENT REQUIRED

-  TEMP. CONST. ESMT.
UNENCUMBERED = 2,101 SF
-  PERM. GAS UTILITY ESMT.
UNENCUMBERED = 5,241 SF

THIS PROPERTY IS LOCATED IN
SECTION 12, TOWNSHIP 2 S, RANGE 6 W

NO.	DESCRIPTION	DATE	BY

PLAT NO. 20 SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY
**SOUTH SIDE HIGH PRESSURE
GAS LINE EXTENSION**
UTILITY & CONSTRUCTION EASEMENTS
POLK LANE GAS LINE EXTENSION

SURVEY BY: F&A, INC. TRACT: MORRIS
DRAFTSMAN: JWO DATE: JUNE, 1999 SCALE: 1" = 50'



A. NOEL MORRIS AND LILA MORRIS
WILL BOOK 20, PAGE 660

PLAT 20

Being a portion of the A. NOEL MORRIS AND LILA MORRIS property as described in WILL BOOK 20, PAGE 660 of the DeSoto County Chancery Clerk's Office, DeSoto County, Mississippi, also being located in the southeast quarter of Section 12, Township 2 South, Range 6 West in DeSoto County, Mississippi, a permanent utility easement and a temporary construction easement being more particularly described as follows:

25' Permanent Utility Easement

Commencing at the southeast corner of Section 12, Township 2 South, Range 6 West in DeSoto County, Mississippi; thence northerly along the east line of said Section, 1,623.60 feet to the southeast property corner of the above described A. NOEL MORRIS AND LILA MORRIS property; thence N69°32'21"W, a distance of 16.02 feet to a point on the south property line of said MORRIS property, also being the POINT OF BEGINNING of the easement herein described; thence continuing along the south property line N69°32'21"W, a distance of 26.95 feet to a point; thence leaving said south property line N00°06'00"W, a distance of 210.00 feet to a point on the north property line; thence along said north property line S68°10'08"E, a distance of 26.95 feet to a point; thence leaving said north property line S00°06'00"E, a distance of 209.31 feet to the POINT OF BEGINNING, and containing 5,241 square feet, more or less.

10' Temporary Construction Easement

A ten (10) foot wide strip of land parallel and adjacent to the west side of the above described permanent utility easement, and containing 2,101 square feet, more or less.

ALL BEARINGS ARE RELATIVE.

EASEMENT PREPARED WITHOUT BENEFIT OF BOUNDARY SURVEY.

