

STATE MS.-DESOTO CO.
FILED

SEP 13 2 35 PM '00

BK 379 PG 318
W.F. BAKER CLK.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

EASEMENT AND RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Dennis McLemore and his wife Tammy C. McLemore, whose address is 5660 Goodman Road, Walls Mississippi 38680 hereinafter referred to as GRANTORS do hereby grant, bargain, sell, convey and deliver unto Mississippi Valley Gas Company, a Mississippi corporation, whose address is Post Office Box 3348 Jackson, Mississippi 39207 herein referred to as GRANTEE, its successors and assigns an easement and right-of-way to construct, inspect, operate, maintain, repair, replace, and remove one pipeline to be buried a minimum of 48 inches under the ground, over, under and through a strip of land forty (40') in width, during the period of initial pipeline construction provided however, that said easement and right-of-way shall revert to thirty feet (30') subsequent to such construction, repair or maintenance. Said easement and right-of-way being more particularly described on EXHIBIT "A" attached hereto and made a part hereof and is located in, on or under the following described lands situated in DeSoto County, State of Mississippi, to-wit:

That certain parcel of land situated in the South Half of Section 31, T2S, R9W, and recorded in Book 218, at Page 070 of the records of the Chancery Clerk of DeSoto County, Mississippi.

The Grantee shall have full right, at its sole option, to clear, and keep clear, the right-of-way herein granted, and all timber, trees, undergrowth, and other obstructions which might interfere with the construction or maintenance of said pipeline and appurtenances, or endanger the same, provided however that Grantor or his assigns shall be compensated for all damages to crops or other agricultural produce occasioned by Grantee's operations.

The Grantee, its successors or assigns are hereby expressly given and granted the right to assign this easement and right-of-way servitude or any part hereto or interest therein.

To have and to hold unto Grantee, its successors and assigns, with full rights of ingress and egress at all times, so long as the rights and easements herein granted, or any of them, shall be used by or useful to, Grantee for the purpose herein granted, with all of such rights being assignable, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the Grantee and provided the said Grantor shall not construct or maintain, nor permit to be constructed or maintained any house, structures, lake, pond or obstructions, on or over, or that will interfere with the construction, maintenance or operation of, any pipeline or appurtenances constructed hereunder, and will not change the grade over such pipeline.

The Grantee shall indemnify and hold Grantor harmless from any and all liability which she may incur and any and all losses or damages which he may suffer as a result of the Grantee's exercise of its rights under this easement, including any liability, losses or damages resulting from any personal injury or damage to property arising out of the construction, inspection, operation, maintenance, repair, replacement or removal of the above described pipeline and the removal of any timber, undergrowth or other obstruction on the property which is the subject of this easement, or otherwise.

IN WITNESS WHEREOF, the Grantor herein has executed this conveyance, this the 12th day of September, 2000.

GRANTORS:

Dennis M. McLemore
DENNIS MCLEMORE

Tammy C. McLemore
TAMMY C. MCLEMORE

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I hereby certify that on this day before me a _____, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Dennis McLemore and his wife Tammy C. McLemore, to me know to be the persons described in and who executed the foregoing instrument, and he acknowledged before me that being informed of the contents of the same they voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

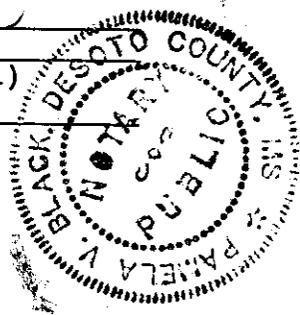
Given under my hand and official seal this the 12th day of September, 2000.

Paula V. Black
Secretary
(Title of Official)

in and for Desoto County, Mississippi.

My Commission Expires: _____

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 13, 2003
BONDED THRU STEGALL NOTARY SERVICE



This Instrument Prepared by:
Stephen Platt, Attorney at Law
217 West Capitol Street, Suit 105
Jackson, Mississippi 39201

(601) 352-9111
GRANTOR
Dennis and Tammy McLemore
5660 Goodman Road
Walls, Mississippi 38680

GRANTEE
Mississippi Valley Gas Company
Post Office Box 3348
Jackson, Mississippi 39207

662-781-1004

602-961-6900

INDEXING INSTRUCTIONS: Index this instrument in the Southwest Quarter and the Southeast Quarter of Section 31, Township 2 South, Range 9 West, DeSoto County, Mississippi.

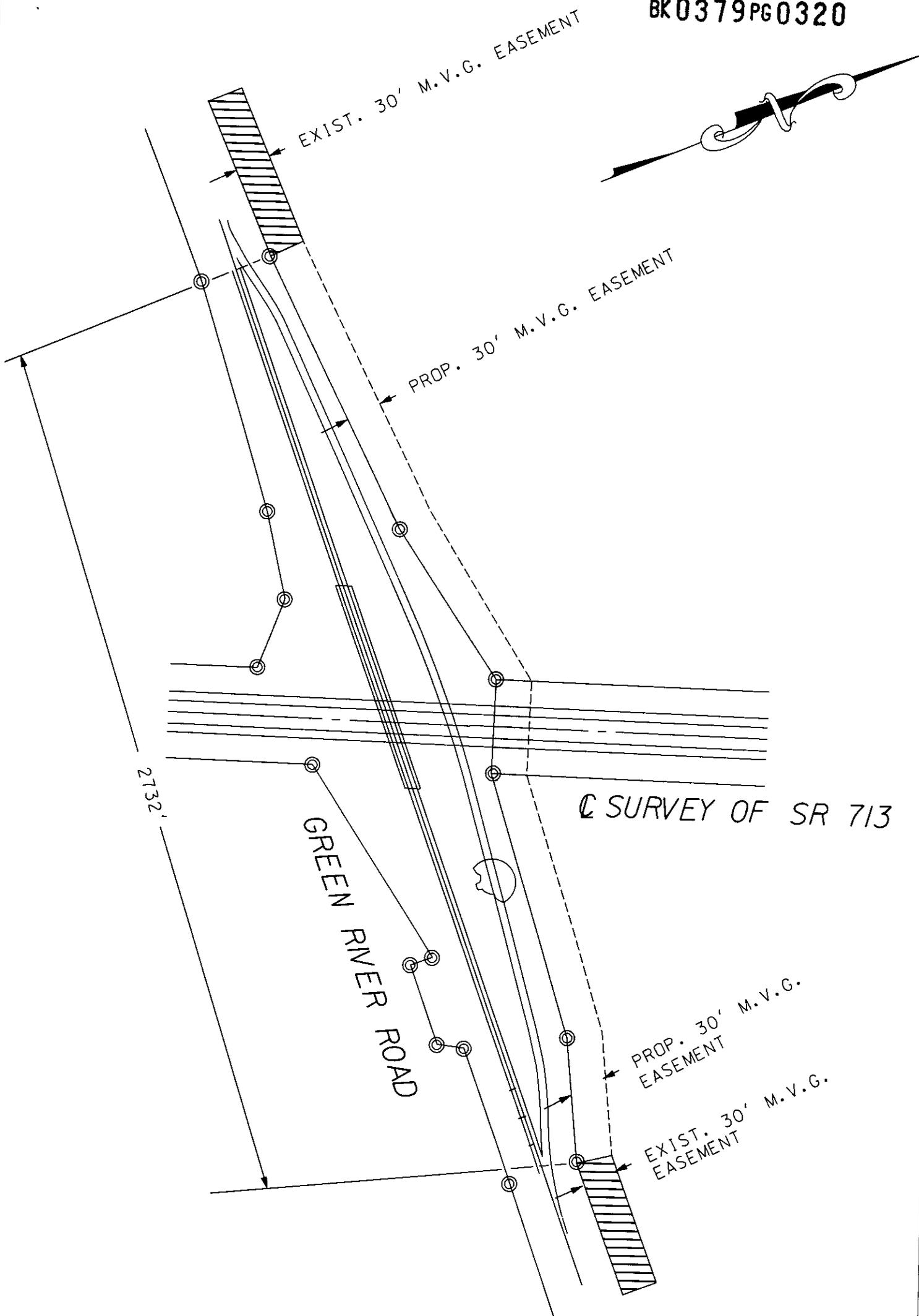


EXHIBIT "A"
 GAS PIPELINE EASEMENT LOCATION
 CERTAIN PARCEL OR TRACT OF LANDS
 IN THE SOUTH HALF OF SECTION 31
 T-2-S, R-9-W
 OWNER: W.E. MCLEMORE AND
 DENNIS MCLEMORE.
 DESOTO COUNTY MISSISSIPPI
 MISSISSIPPI VALLEY GAS COMPANY
 DATE: 5/19/99 #116 SCALE: N.T.S.