

Nov 25 1 53 PM '03

STATE OF MISSISSIPPI

COUNTY OF DESOTO

EASEMENT AND RIGHT-OF-WAY GRANT459 PG 219  
CHANCERY CLERK.

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 Banks Farms, L.P., a Mississippi Limited Partnership, herein represented by Daniel W. LeBlond, Jr., its General Partner, whose address is Post Office Box 160, Hernando, Mississippi 38632 hereinafter referred to as GRANTOR does hereby grant, bargain, sell, convey and deliver unto Mississippi Valley Gas, a Division of Atmos Energy Corporation, whose address is 711 West Capitol Street, Jackson, Mississippi 39203-2608 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 five (45') in width, during the period of initial pipeline construction, provided however that in no event shall the construction and installation period for said pipeline extend longer than sixty (60) days from the date construction actually commences on the property described herein. All equipment and appurtenances necessary for Grantee's use of this pipeline must be kept within the herein described right-of-way and easement. It is understood and agreed that said easement and right-of-way granted herein shall revert to thirty feet (30') subsequent to such construction. Such construction by Grantee will not alter or impede the natural flow of water across the lands described herein, and if it does it will be corrected at Grantee's sole expense. 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 described in that certain deed dated January 8, 2002, as recorded in Book 413, at Page 631 of the records of the Chancery Clerk of DeSoto County, Mississippi.

The Grantee shall have full right, and obligation to clear, and keep clear, the right-of-way herein granted, and all vegetation including timber, trees, undergrowth, kudzu, 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 done by Grantee including its successors, assigns, contractors and/or subcontractors to crops, fences, driveways, improvements or any other agricultural produce occasioned by Grantee's operations or by the exercise of the rights herein granted. The Grantee will maintain the south ditch bank of Hurricane Creek along this easement as necessary to eliminate any erosion resulting from the installation and operation of its pipeline to maintain the integrity of its easement and right-of-way. Grantor will not be liable for ditch bank erosion or any damage done to Grantee's pipeline, regulator station, equipment or any other property owned or operated by the Grantee, its successors, assigns, contractors and/or subcontractors.

Grantee's access to this easement will be along the field road adjacent to and along the west side of the Highway 51 right-of-way.

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.

If Grantee deviates from the easement, the Grantor will not be responsible for any damages done to the pipeline, regulator station, equipment or any other property belonging to the Grantee,

and furthermore the Grantor may, at its own discretion, allow that portion of the pipeline that deviates from the easement to remain on Grantor's property but may demand Grantee to remove such portion of the pipeline that deviated from the easement at any time without cause and the Grantee will take all necessary steps to remove and relocate within sixty (60) days of notification at Grantee's expense and the Grantee will restore the property effected by said relocation to the state prior the disturbance at the Grantee's expense.

The Grantee will not use this easement or allow any other person or entity to utilize this easement for any purposes other than indicated above without the express written consent from Banks Farms L.P. or any future owner of the property.

The Grantor has a pivot irrigation system that will be allowed to operate over this easement without impediment by Grantee. If such pivot irrigation system cannot operate correctly due to construction, maintenance or operations of Grantee' pipeline or regulator station, Grantee will be liable and responsible to immediately correct the problem at Grantee's expense.

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, building, lake or, pond, 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. This easement will not prohibit present or future driveways, parking areas, entrances, erosion control structures or ditches on the Grantor's property. Any and all work done by Grantee for maintenance, relocation, or repair to the pipeline, and/or regulator station, in this easement that involves the disturbance of present or future driveways, parking areas, entrances, erosion control structures or ditches will be done at the Grantee's expense. Further, Grantee, its successors, assigns, contractors and/or subcontractors will restore any driveways, parking areas, entrances erosion control structures and/or ditches to the state prior to disturbance to the best of its ability and all costs are to be born by Grantee.

Grantor covenants and warrants that it is the lawful owner of the above described property free and clear of any unstated liens, encumbrances or imperfections and warrant the title to the same. Grantor further warrants that the above described property constitutes no part of its homestead.

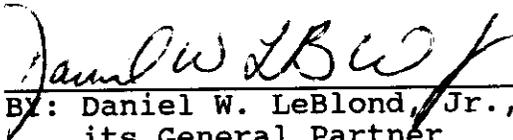
Other utilities may be involved in, around, near, on, or in close proximity to this easement and right-of-way and it is specifically the responsibility of the Grantee to discover, find, reveal, disclose and notify such utilities and coordinate all the construction, operations, maintenance, replacement, and/or repairs on this pipeline and/or regulator station with any and all other utilities that may be involved in, around, near, on, or in close proximity to this easement and right-of-way. Grantor will not be liable in any way for damage done to any other utility or Grantee's equipment or personnel.

The Grantee shall indemnify and hold Grantor harmless from any and all liability which it may incur and any and all losses or damages which it 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. If any of the above conditions are not met, Grantor shall notify Grantee in writing specifying any non-compliance hereunder, and Grantee shall have ninety (90) days to remediate

said non-compliance. In the event that Grantee does not so remediate said non-compliance, then at Grantor's option, this easement will immediately terminate and Grantee shall have sixty (60) days to remove its equipment from Grantor's property.

IN WITNESS WHEREOF, the Grantor herein has executed this conveyance, this the 25th day of November, 2003.

**GRANTOR:**  
BANKS FARMS, L.P., A MISSISSIPPI LIMITED PARTNERSHIP

  
BY: Daniel W. LeBlond, Jr.,  
its General Partner

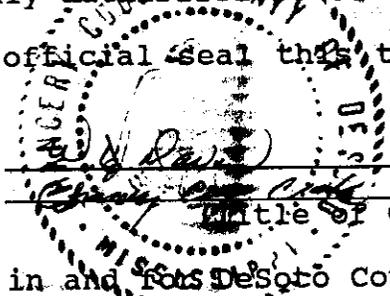
**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I hereby certify that on this day before me a Chancery Clerk, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Daniel W. LeBlond, Jr., who is the General Partner of Banks Farms, L.P., a Mississippi Limited Partnership, and known to be the person described in and who executed the foregoing instrument, as the act of and on behalf of the said Limited Partnership and he acknowledged before me that being informed of the contents of the same he voluntarily signed and delivered the within and foregoing instrument, as General Partner on the 25th day and year therein mentioned after having been duly authorized to do.

Given under my hand and official seal this the 25th day of November, 2003.



Chancery Clerk  
(Title of Official)  
in and for DeSoto County,  
Mississippi.

My Commission Expires: 1-5-2004

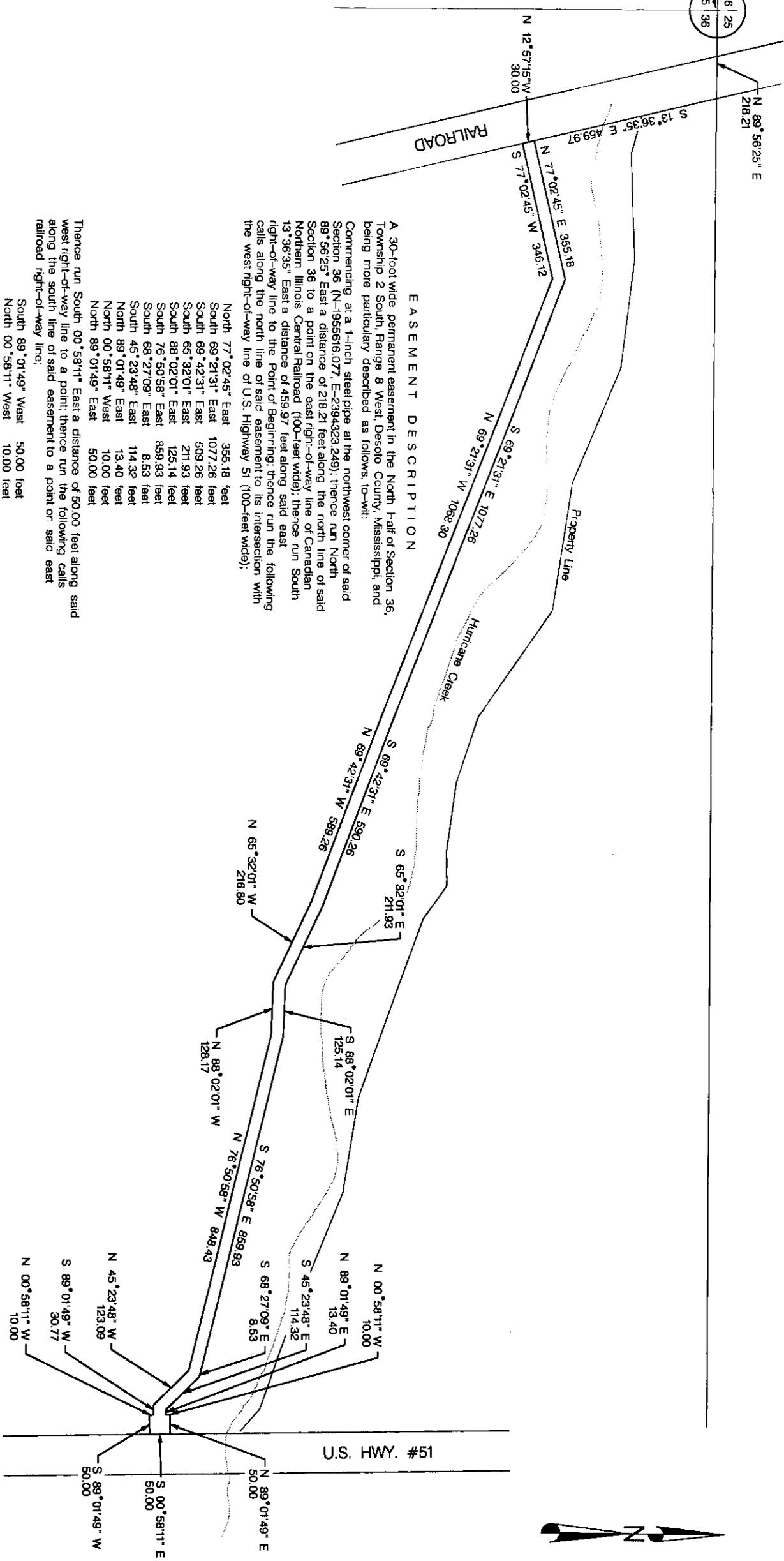
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This Instrument Prepared by:  
Stephen Platt, Attorney at Law  
217 West Capitol Street, Suit 105  
Jackson, Mississippi 39201  
Phone Number: 601-352-9111

**GRANTOR:**  
Banks Farms, L.P.  
Post Office Box 160  
Hernando, Mississippi 38632  
Phone No. 662-429-6331

**GRANTEE:**  
Mississippi Valley Gas  
711 West Capitol Street  
Jackson, Mississippi 39203  
Phone No. 601-961-6900

**INDEXING INSTRUCTIONS:** Index this instrument in the Northeast Quarter (NE/4), and the Northwest Quarter (NW/4), of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi.



EASEMENT DESCRIPTION

A 30-foot wide permanent easement in the North Half of Section 36, Township 2 South, Range 8 West, Desoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1-inch steel pipe at the northwest corner of said Section 36 (N-1955616.077, E-2394323.249); thence run North 89°56'25" East a distance of 218.21 feet along the north line of said Section 36 to a point on the east right-of-way line of Canadian Northern Illinois Central Railroad (100-foot wide); thence run South 13°36'35" East a distance of 459.97 feet along said east right-of-way line to the Point of Beginning; thence run the following calls along the north line of said easement to its intersection with the west right-of-way line of U.S. Highway 51 (100-foot wide):

- North 77°02'45" East 355.18 feet
- South 69°21'31" East 1077.26 feet
- South 69°42'31" East 509.26 feet
- South 65°32'01" East 211.93 feet
- South 88°02'01" East 125.14 feet
- South 76°50'58" East 859.93 feet
- South 68°27'09" East 8.53 feet
- South 45°23'48" East 114.32 feet
- North 89°01'49" East 13.40 feet
- North 00°58'11" West 10.00 feet
- North 89°01'49" East 50.00 feet

Thence run South 00°58'11" East a distance of 50.00 feet along said west right-of-way line to a point; thence run the following calls along the south line of said easement to a point on said east railroad right-of-way line:

- South 89°01'49" West 50.00 feet
- North 00°58'11" West 10.00 feet
- South 89°01'49" West 30.77 feet
- North 45°23'48" West 123.09 feet
- North 76°50'58" West 848.43 feet
- North 88°02'01" West 128.17 feet
- North 65°32'01" West 216.80 feet
- North 69°42'31" West 589.26 feet
- North 69°21'31" West 1068.30 feet
- South 77°02'45" West 346.12 feet

Thence run North 12°57'15" West a distance of 30.00 feet along said east railroad right-of-way line to the Point of Beginning and containing 2.29 acres, more or less. Bearings and coordinates shown are based on Grid North of the Mississippi State Plane Coordinate System, West Zone (NAD 83).

SIGNED FOR IDENTIFICATION

*Janet B. Coyle*

EXHIBIT "A"

GAS PIPELINE EASEMENT LOCATION  
CERTAIN PARCEL OR TRACT OF LANDS IN  
THE NORTH 1/4 OF SECTION 36, T-2-S, R-8-W  
OWNERS: BANKS FARM, L.P.  
DESOTO COUNTY MISSISSIPPI  
MISSISSIPPI VALLEY GAS COMPANY  
DATE: 10/31/03 #328 SCALE: NTS