

STATE OF MISSISSIPPI

JAN 30 11 16 AM '04

COUNTY OF DESOTO

EASEMENT AND RIGHT-OF-WAY GRANT464 PG 95
CHANCERY CLK.

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, Bessie Fisher Chisum, individually and Bess-Simon, LLC, a Mississippi Limited Liability Company, by Bessie Fisher Chisum, its Manager, whose collective address is 595 Nineteenth Street, Beaumont, Texas 77706, hereinafter referred to as GRANTORS do 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 feet (45') 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 EXHIBITS "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:

Those certain parcels of land described in those certain instruments dated July 7, 2000, as recorded in Book 375, at Page 659, and Chancery Cause No. 98-10-1389 of the Chancery Court of DeSoto County, all 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 Grantors are to fully use and enjoy the said premises, except for the purposes herein granted to the Grantee and provided the said Grantors 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.

Grantors covenant and warrant that they is the lawful owners of the above described property free and clear of any unstated liens, encumbrances or imperfections and warrant the title to the same. Grantors further warrant that the above described property constitutes no part of their homesteads.

The Grantee shall indemnify and hold Grantors harmless from any and all liability which he 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 Grantors herein have executed this conveyance, this the 15th day of ~~September~~, 2003.

January 2004

GRANTORS:

Bessie Fisher Chisum
Bessie Fisher Chisum

BESS-SIMON, LLC. A MISSISSIPPI LIMITED LIABILITY COMPANY

Bessie Fisher Chisum, Manager
BY: Bessie Fisher Chisum, Manager



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

I hereby certify that on this day before me a GRANTOR NOTARY PUBLIC, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Bessie Fisher Chisum, to me know to be the person described in and who executed the foregoing instrument, and she acknowledged before me that being informed of the contents of the same she 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 15th day of ~~September~~, 2003. *JKG*
JANUARY, 2004

Deborah Kay Gillies
NOTARY PUBLIC
(Title of Official)

in and for JEFFERSON
County, Texas.

My Commission Expires: April 17, 2007

This Instrument Prepared by:
Stephen Platt, Attorney at Law
217 West Capitol Street, Suite 105
Jackson, Mississippi 39201
Phone No. 601-352-9111



STATE OF TEXAS

COUNTY OF JEFFERSON

I hereby certify that on this day before me a GRANTOR
NOTARY PUBLIC, duly authorized in the state and county
aforesaid to take acknowledgments, personally appeared Bessie
Fisher Chisum, who acknowledged that she is Manager of Bess-Simon,
LLC, a Mississippi Limited Liability Company, a member-managed
Company, and that for and on behalf of the said Limited Liability
Company, and as the act and deed thereof, she executed and
delivered the above and foregoing instrument after first having
been duly authorized by the said Limited Liability Company so to do
on the day and year therein mentioned.

Given under my hand and official seal this the 15th
day of ~~September, 2003.~~ JANUARY 2004 *dkg*
Deborah Kay Gillies
NOTARY PUBLIC
(Title of Official)

SEAL

in and for JEFFERSON County,
Texas.

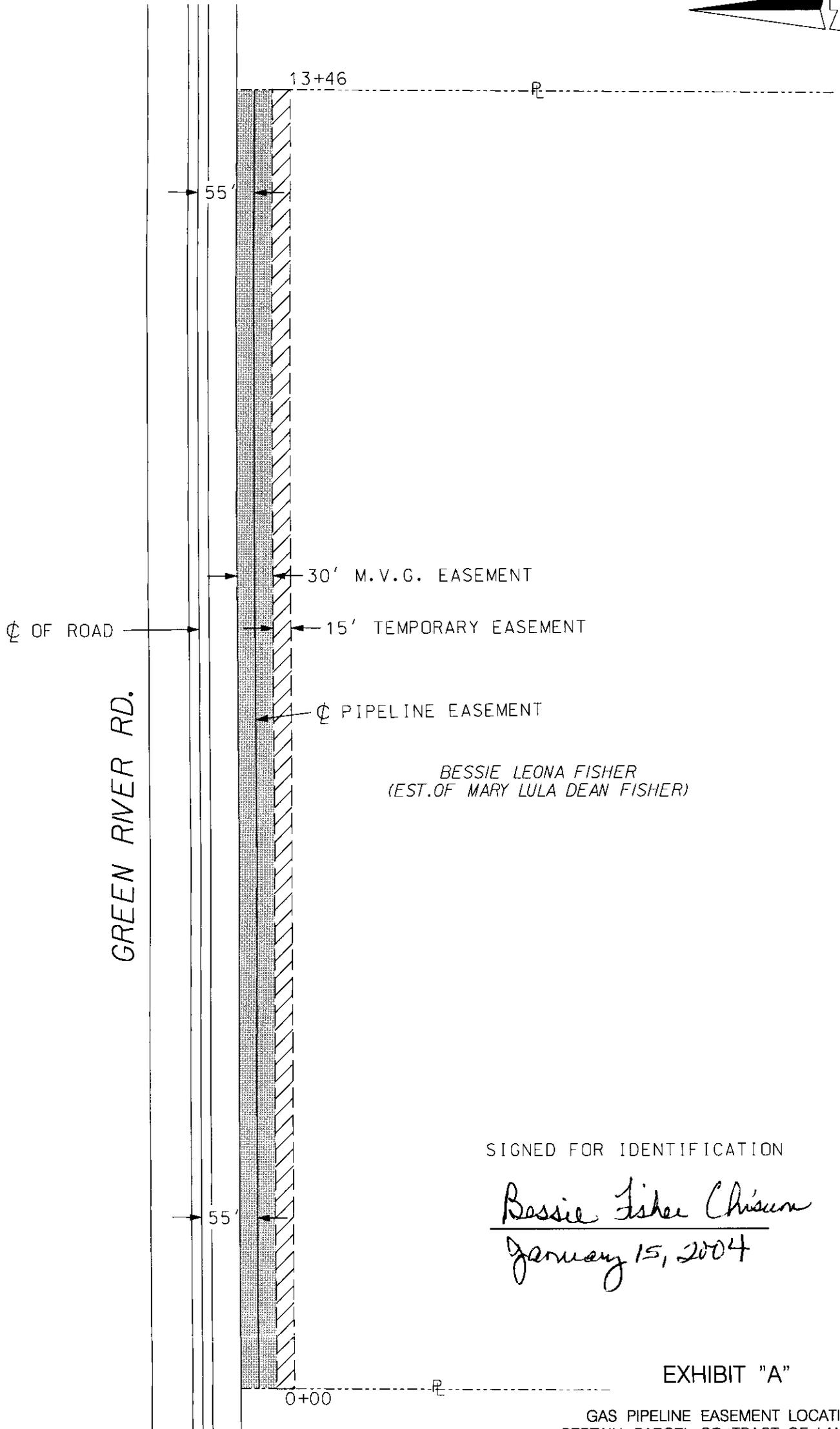
My Commission Expires: April 17, 2007



GRANTOR
Bess-Simon, LLC, and
Bessie Fisher Chisum
Nineteenth Street
Beaumont, TX 77706
Phone No. 409-832-4466

GRANTEE
Mississippi Valley Gas,
a Division of Atmos Energy 595
Corporation
711 West Capitol Street
Jackson, Mississippi 39203-2608
Phone No. 601-961-6900

INDEXING INSTRUCTIONS: Index this instrument in the Southwest
Quarter, Section 26, Township 2 South, Range 9 West, and the
Northwest Quarter of Section 5, Township 3 South, Range 9 West,
DeSoto County, Mississippi. The Southeast Quarter of Section 33,
Township 2 South, Range 9 West, DeSoto County, Mississippi.



SIGNED FOR IDENTIFICATION

Bessie Fisher Chisum
 January 15, 2004

EXHIBIT "A"

GAS PIPELINE EASEMENT LOCATION
 CERTAIN PARCEL OR TRACT OF LANDS IN
 THE NW 1/4 OF SECTION 5, T-3-S, R-9-W
 OWNER: BESSIE LEONA FISHER
 DESOTO COUNTY MISSISSIPPI
 REF. # 393-5-7
 MISSISSIPPI VALLEY GAS COMPANY
 DATE: 06/24/02 #288 SCALE: N.T.S.

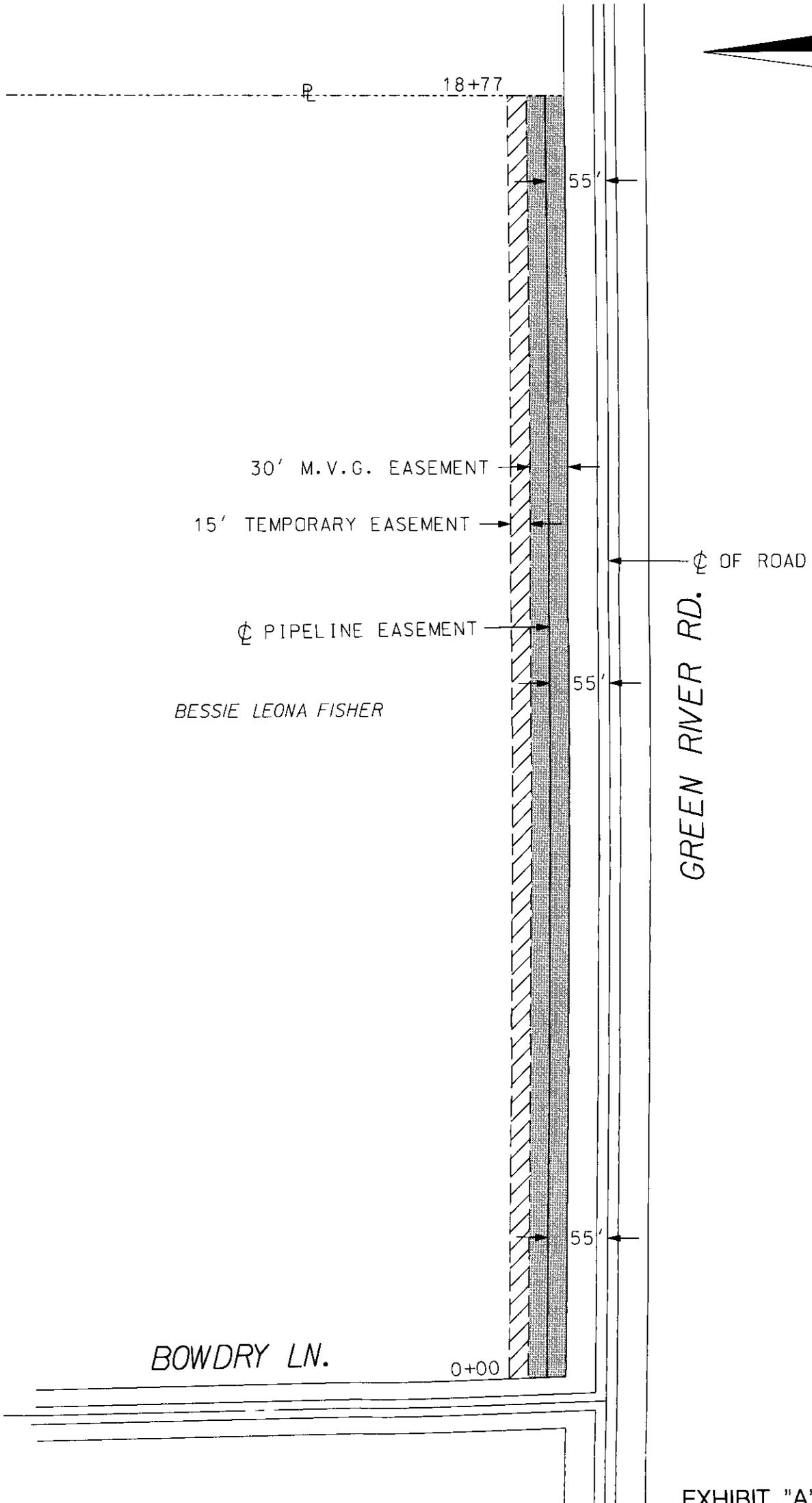
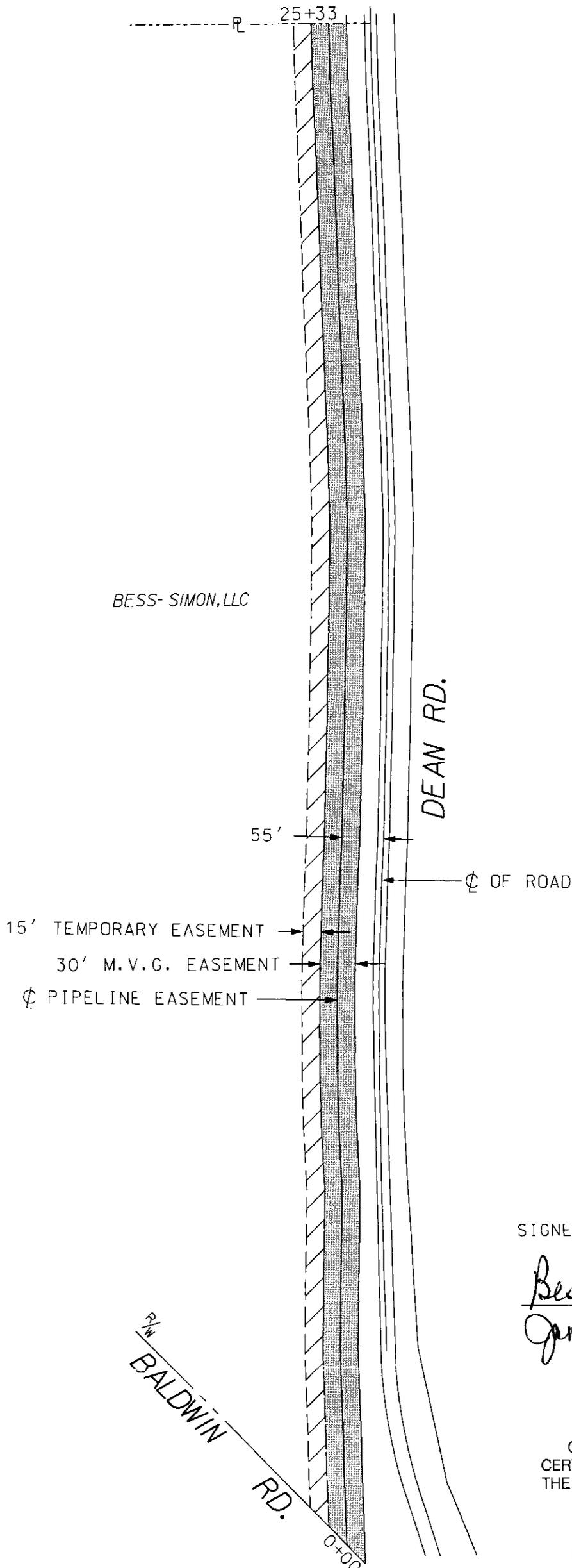


EXHIBIT "A"

SIGNED FOR IDENTIFICATION

Bessie Fisher Chisum

GAS PIPELINE EASEMENT LOCATION
 CERTAIN PARCEL OR TRACT OF LANDS IN
 THE SE 14 OF SECTION 33, T-2-S, R-9-W
 OWNER: BESSIE LEONA FISHER
 DESOTO COUNTY MISSISSIPPI
 REF. # 298-33-6
 MISSISSIPPI VALLEY GAS COMPANY
 DATE: 06/24/02 #289 SCALE: N.T.S.



SIGNED FOR IDENTIFICATION

Bessie Fisher Chasine
January 15, 2004

EXHIBIT "A"

GAS PIPELINE EASEMENT LOCATION
CERTAIN PARCEL OR TRACT OF LANDS IN
THE SW 1/4 OF SECTION 26, T-2-S, R-9-W
OWNER: BESS - SIMON, LLC
DESOTO COUNTY MISSISSIPPI
REF. # 297-26-14
MISSISSIPPI VALLEY GAS COMPANY
DATE: 07-09-02 #292 SCALE: NTS