

JUL 2 11 41 AM '04

STATE OF MISSISSIPPI

COUNTY OF DESOTO

EASEMENT AND RIGHT-OF-WAY GRANTEX 476 PG 70
RECORDED ON 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 Hubert Reed and wife, Emma Reed, whose address is 4101 Dean Road, Nesbit, Mississippi 38651, hereinafter referred to as GRANTORS do hereby grant, bargain, sell, convey and deliver unto Mississippi Valley Gas, whose address is 711 West Capitol Street, Jackson, Mississippi 39203 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 thirty feet (30') in width, during the period of initial pipeline construction provided however, that said easement and right-of-way shall revert to fifteen feet (15') 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 described in that certain deed dated May 2, 1994, as recorded in Book 270, at Page 112 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 Grantors or their assigns shall be compensated for all damages to crops or other agricultural produce occasioned by Grantee's operations. Grantee shall not erect any fences on Grantors' premises and covenants that it shall permit Grantors, their successors, heirs and assigns to build a drive for ingress and egress provided that the grade of the easement shall not be changed and the Grantors will not disturb the pipe.

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 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.

Grantors covenant and warrant that they are 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 homestead.

The Grantee shall indemnify and hold Grantors harmless from any and all liability which they may incur and any and all losses or damages which they 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 21st day of June, 2004.

GRANTORS:

Hubert Reed
Hubert Reed

Emma Reed
Emma Reed

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Tunica

I hereby certify that on this day before me a Notary Public, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Hubert Reed and wife, Emma Reed, to me known to be the persons described in and who executed the foregoing instrument, and they 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 21st day of June, 2004.

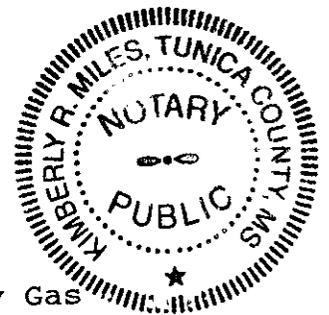
Kimberly R. Miles
Notary Public
(Title of Official)
in and for Tunica
County, Mississippi.

My Commission Expires: 10-30-06

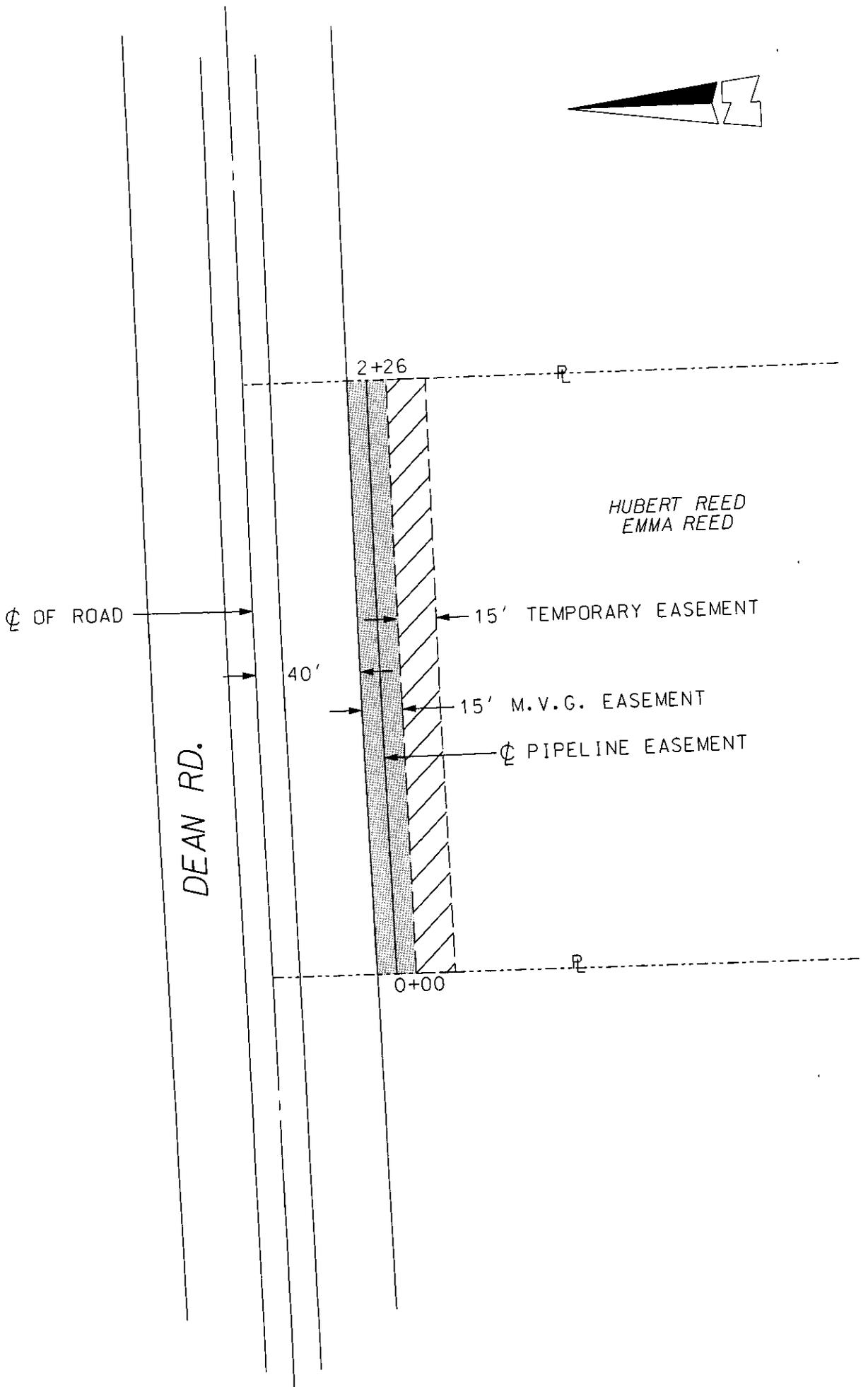
This Instrument Prepared by:
Stephen Platt, Attorney at Law
217 West Capitol Street, Suite 105
Jackson, Mississippi 39201
Phone No. 601-352-9111

GRANTOR
Hubert Reed and wife
Emma Reed
4101 Dean Road
Nesbit, Mississippi 38651
Phone No. 662-429-5826

GRANTEE
Mississippi Valley Gas
711 West Capitol Street
Jackson, Mississippi 39203
Phone No. 601-969-6900



INDEXING INSTRUCTIONS: Index this instrument in the Northeast Quarter (NE/4), Section 32, Township 2 South, Range 8 West, DeSoto County, Mississippi.



SIGNED FOR IDENTIFICATION

[Handwritten signature]

EXHIBIT "A"
 GAS PIPELINE EASEMENT LOCATION
 CERTAIN PARCEL OR TRACT OF LANDS IN
 THE NE 1/4 OF SECTION 32, T-2-S, R-8-W
 OWNERS: HUBERT REED
 EMMA REED
 DESOTO COUNTY MISSISSIPPI
 REF. # 289-32-1.1
 MISSISSIPPI VALLEY GAS COMPANY
 DATE: 07-09-02 #318 SCALE: 1"=50'