

Tract No(s). 715-MS-PE-161

**Prepared by:**

William L. Smith (MSB No. 7635)  
Balch & Bingham, LLP  
188 E. Capitol St., Suite 1400  
Jackson, MS 39201  
(601) 961-9900

**After Recording Return to:**

Gulf South Pipeline Company, LP  
c/o Hatch Mott MacDonald  
32 Millbranch Road, Suite 20  
Hattiesburg, Mississippi, 39402  
(601) 264-5193

**INDEXING INSTRUCTIONS:** Part of the NW ¼ of the NE ¼, Section 27, Township 3 North, Range 9 West, Perry County, Mississippi.

**EASEMENT AND RIGHT OF WAY AGREEMENT**

STATE OF MISSISSIPPI

COUNTY OF PERRY

**KNOW ALL MEN BY THESE PRESENTS,** that the undersigned:

**THE ESTATE OF JESSIE JOE BENN**  
P.O. Box 314  
New Augusta, MS 39462  
(601) 787-2402

(hereinafter referred to as "Grantor," whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant and convey unto Gulf South Pipeline Company, LP ("Gulf South"), whose address for the purposes of this Easement and Right of Way Agreement ("Agreement") is 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, (713) 479-8000, its successors and assigns, the rights, privileges, easement and right of way as hereinafter set forth (the "Right of Way") for the purposes of constructing, reconstructing, renewing, operating, maintaining, protecting, inspecting, repairing, changing the size of, abandoning-in-place, removing and/or relaying pipeline(s) and also conduit(s) for the transmission of communication signals, whether or not related to the aforementioned uses, along a route selected by Gulf South, together with such valves, fittings, meters, corrosion control devices, wires, cables and other equipment and appurtenances, whether above or below ground, as may be necessary or convenient for the transportation of oil, natural gas, petroleum products or any other liquids, gases or substances which can be transported through pipelines and for communication signals, for the protection of said pipeline(s) and conduit(s), or for the maintenance of the Right of Way (said pipeline(s), conduit(s) and appurtenances are hereinafter collectively referred to as the "Facilities"), with the right of ingress and egress to and from the same, including the use of existing roads, on, over, across, under and through certain land (the "Property") situated in Perry County, State of Mississippi, to wit:

**SEE EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, FOR COMPLETE PROPERTY DESCRIPTION**

The Right of Way shall be Fifty feet (50') in width. Unless otherwise herein specifically provided, the location of the permanent right of way shall be as depicted on **Exhibit "A"** and described on **Exhibit "B"**, made a part hereof and attached hereto.

Grantor further grants to Gulf South the right to use as temporary workspace during construction, and from time to time thereafter as may be necessary for Gulf South to exercise its rights granted herein, an additional 0.34 acres of land (the "Temporary Workspace") adjacent and parallel, as shown on



**Exhibit "A"** and described on **Exhibit "B"**. After such use of the Temporary Workspace is complete, the Temporary Workspace shall revert to Grantor.

Grantor shall have the right to fully use and enjoy the Right of Way except to the extent such uses interfere with the purposes hereinabove granted to Gulf South. Notwithstanding the preceding sentence, Grantor shall not build, create or construct, nor allow to be built, created or constructed, any obstruction (including, but not limited to, impounded water), building, improvement or other structure within the Right of Way, nor shall Grantor place, nor allow to be placed, any trees or debris on the Right of Way, nor change the grade of the surface of the ground within the Right of Way. Gulf South shall have the right to clear and keep the Right of Way cleared of trees, shrubs, brush, debris or any other obstructions.

The consideration herein paid, the receipt of which Grantor hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Right of Way and Temporary Workspace and for severance damages, if any, to the Property caused or to be caused by the construction of the Facilities over, under and across the Property. Grantor hereby acknowledges receipt of such consideration as full discharge and release of Gulf South, its heirs, successors or assigns, with respect to the construction of the Facilities.

This Agreement represents the entire agreement between the parties and shall supersede all prior agreements or understandings, whether oral or in writing, with respect to the Right of Way, Temporary Workspace and the Facilities, and may only be modified or amended by written instrument signed by the parties hereto. All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding on the heirs, legal representatives, successors and assigns of Grantor. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Subject to the terms herein, Grantor recognizes that, due to engineering and construction restraints, the final location of the Right of Way and Temporary Workspace may differ somewhat from the described location shown on **Exhibit "A"**. Accordingly, following completion of construction and installation of the Facilities, Grantor hereby authorizes Gulf South to substitute a new **Exhibit "A"** and **Exhibit "B"** to ratify and confirm the actual location of the Right of Way and Temporary Workspace. Notwithstanding the foregoing, in the event **Exhibit "A"** and **Exhibit "B"** fails in any respect to accurately describe the actual location of the Right of Way and Temporary Workspace, then this Easement and Right of Way Agreement shall be deemed modified so that Gulf South's rights herein are not impaired and so that Gulf South shall receive the full benefit of the consideration paid herein.

In order to prevent any gaps or gores which might result from any discrepancy between the attached legal description of the Grantor's property and actual circumstances on the ground (e.g., fences which deviate from the legal description), the lands included in and covered by this Agreement shall include, in addition to the lands described herein, any lands upon which the Facilities and Right of Way are located which are contiguous or adjacent to or adjoining the above described lands that are owned or claimed by Grantor by whatever means, including but not limited to prescription, possession, reversion, or unrecorded instrument.

**TO HAVE AND TO HOLD** the Right of Way and Temporary Workspace unto Gulf South, its successors and assigns, Grantor hereby represents and warrants that it owns an undivided interest in the Property, and Grantor does hereby bind itself, its heirs, legal representatives, successors and assigns, to warrant and forever defend all and singular the Property described herein and rights unto Gulf South, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Grantor hereby agrees to protect, indemnify, and hold harmless Gulf South from any claims of ownership of title to the Property asserted by any and all persons or entities.

**IN WITNESS WHEREOF**, this Agreement is executed on this 1<sup>st</sup> day of April, 2013.

[SIGNATURE PAGE TO FOLLOW]

WITNESSES:

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GRANTOR:  
HEIR(S) OF THE JESSIE LEE BENN  
ESTATE:

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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2013, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

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