

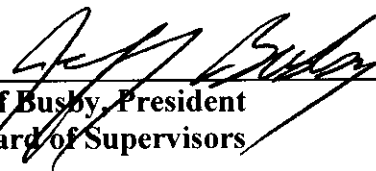
ORDER: APPROVE GRANTING EASEMENT TO CENTERPOINT ENERGY FOR GAS LINE IN INDUSTRIAL PARK

Motion was made by Mike Pickens, duly seconded by Robert Blackmon, to approve granting easement to CenterPoint Energy for gas line in Industrial Park.

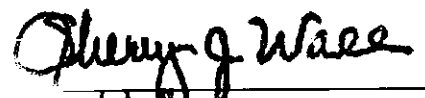
The vote on the motion was as follows:

Supervisor Mike Pickens, voted yes
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby declared the motion carried this the 3rd day of August, 2015.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Clerical Clerk

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

2015 AUG -6 AM 11:28

CHANCERY CLERK

BY DC _____



Sherry G. Wall Chancery Clerk
Instrument 2015 - 7115
Filed/Recorded 8/6/2015 03:43 P
5 Pages Recorded
Lafayette County, Mississippi

Prepared by and return to:
CenterPoint Energy

300 Executive Boulevard
Byram, MS 39272
Phone: (601) 709-2556

Grantor:
Lafayette County,
Mississippi

300 North Lamar Blvd
Oxford, MS 39655
Phone: (662) 236-0232

Grantee:
CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Mississippi
Gas
300 Executive Boulevard
Byram, MS 39272

Indexing Instructions:

This instrument affects lands in the SE ¼ and NE ¼ of the SE ¼ of Section 05 and the NE ¼ of the NE ¼ of Section 08, Township 08 South, Range 03 West, Lafayette County, Mississippi.

Easement Title: Easement from Lafayette County, Mississippi to serve CenterPoint Energy Resources Corp.

**CENTERPOINT ENERGY RESOURCES CORP.
d/b/a CenterPoint Energy Mississippi Gas**

**RIGHT OF WAY AND EASEMENT DEED
FOR DISTRIBUTION SYSTEM**

THE STATE OF MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAFAYETTE

THAT FOR AND IN CONSIDERATION OF TEN and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Lafayette County, Mississippi, known from this point to be the "Grantor", the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, SELL and CONVEY unto CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY MISSISSIPPI GAS, (herein called "Grantee"), its successors and assigns, an unobstructed, right of way and easement to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate a gas line under, across, along, above and through the following-described property, situated in Southeast Quarter of Section 05 and the Northeast Quarter of Section 08, Township 08 South, Range 03 West, Lafayette County, Mississippi, To Wit:

An easement 20 feet in width, 10.00 foot either side of gas line to be installed, approximately 1,100 feet in length as shown more particularly in attached EXHIBIT "1" for access and underground facilities located in the SE ¼ and NE ¼ of the SE ¼ of Section 05 and the NE ¼ of the NE ¼ of Section 08, Township 08 South, Range 03 West, Lafayette County, Mississippi. The main will be installed within 25 feet of the existing centerline of an existing unpaved road. The easement crosses a parcel of land as described in Deed Book 0374, Page 626 of the land records of Lafayette County, Mississippi.

Grantee shall have the right to use the surface of said right-of-way and easement to the extent necessary for full enjoyment of the rights herein granted.

Grantor hereby covenants and agrees that it shall not have the right to place, build or construct any buildings, structures, or obstructions of any kind, over, under, or upon the above-described right of way and easement nor to change the grade over said right of way and easement.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until released by recordable instrument executed by Grantee with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described and removal of such at will, in whole or in part.

The consideration recited hereinabove includes the payment in full to Grantor for all rights herein granted. Said consideration does include advanced damages, if any, which are inside the above-described right of way and easement. Said consideration does not include payment for damages, if any, which are caused outside of the above-described right of way and easement.

There is also granted to Grantee the right, at its sole option, at any time to clear and keep clear the above-described right-of-way and easement of all timber, trees, undergrowth, and other obstructions that might interfere with Grantee's use of said land in the exercise of the rights herein granted or endanger same. Upon any occasion after initial construction wherein Grantee disturbs the right of way and easement area for purposes of maintenance, replacement or repair, Grantee shall restore the right of way and easement area, as close as reasonably practicable, to its prior condition as set forth herein, and shall pay for any damages to annual growing crops or fences that arise from the exercise of all rights granted other than initial construction rights.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

EXECUTED in duplicate on this the 3rd day of August, 2015.

WITNESSES:

By: _____

GRANTOR: Lafayette County, Mississippi

By: Jeff Ruby
By: _____

By: _____
By: _____

THE STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said jurisdiction aforesaid on this 3rd day of August, 2015, the within named Jeff Ruby and _____, who acknowledged to me that they are the _____ respectively and that they signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned for and in behalf of Lafayette County, Mississippi, after having been duly first authorized by the governing authority so to do.

Sherry Wall
Notary Public, Lafayette County, MS

My commission expires:



