

AW
 GRANT OF TRANSMISSION LINE EASEMENT

TRACT MDT-1

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND AND NO/100-----
 ----- Dollars (\$2,000.00),
 cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

MARJORIE B. CLARK, single; MARJEAN CLARK MERCER; JANET CLARK LEWIS;
 GERALD B. CLARK and wife, KATHY SAYLE CLARK; and JOHN M. CLARK and
 wife, LINDA PERKINS CLARK

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the United States of America a permanent easement and right of way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol one line (of) of poles or transmission line structures with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances, in, on, over and across said right of way, together with the right to clear said right of way and keep the same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to remove, destroy, or otherwise dispose of danger trees, if any, located beyond the limits of said right of way; all over, upon, across, and under the following described land, to wit:

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A parcel of land for a right of way located in the SW1/4NW1/4 sec. 17 and the SE1/4NE1/4 sec. 18, T. 2 S., R. 5 W. in DeSoto County, State of Mississippi, said parcel lying on each side of the center line of a transmission line location, and being more particularly described as follows:

Commencing at a point where the center line crosses the north line of the SE1/4NE1/4 sec. 18 at survey station 10 + 37 on the center line of the location, said point being 391 feet east of the northwest corner of the SE1/4NE1/4 of the said section; thence with the center line of the location S. 18° 47' E., 468.4 feet to survey station 5 + 68.60; thence S. 51° 52' E., 68.6 feet to survey station 5 + 00 where there is an equation in bearing on the center line survey, the bearing of S. 51° 52' E. on the line back of the said survey station being equal to the bearing of S. 51° 32' E. on the line ahead; thence S. 51° 32' E., 321.7 feet to the POINT OF BEGINNING at survey station 1 + 78.3; thence, leaving the center line of the location, N. 38° 28' E., 37.5 feet to a point; thence S. 51° 32' E., 563.4 feet to a point in the southeast line of the present right of way of the Miller-Miller District Transmission Line; thence with the southeast line of the present right of way of the said transmission line S. 57° 50' W., 79.9 feet to a point in the northeast line of the right of way of the St. Louis & San Francisco Railway; thence, leaving the southeast line of the present right of way of the Miller-Miller District Transmission Line, with the northeast line of the railway right of way N. 51° 41' W., 833.9 feet to a point; thence, leaving the railway right of way line, N. 38° 28' E., 40.1 feet to the point of beginning.

Marjean Clark Mercer and Janet Clark Lewis covenant that the above described property constitutes no part of their homestead.

This easement is conveyed subject to existing easement rights owned by the United States of America.

TO HAVE AND TO HOLD the said easement and right-of-way to the United States of America, and its assigns, forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage caused by the exercise of any of the rights above described; EXCEPT that the United States of America shall remain liable for any damage to growing crops and fruit trees and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of or in exercising a right of ingress and egress to said lines.

In further consideration of the payment of the purchase price above stated, we for ourselves, our heirs, personal representatives, successors, and assigns, covenant and agree to and with the United States of America that no buildings or fire hazards shall be erected or maintained within the limits of the right-of-way, and this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

Wherever the context hereof requires, the plural number as used herein shall be read as singular.

IN WITNESS WHEREOF, we have subscribed our names this 27th day of April 1974.

SUBSCRIBING WITNESSES:

John G. Mercer

Margorie B. Clark
MARGORIE B. CLARK

Marjean Clark Mercer
MARJEAN CLARK MERCER

Janet Clark Lewis
JANET CLARK LEWIS

Gerald B. Clark
GERALD B. CLARK

Kathy Shyle Clark
KATHY SHYLE CLARK

John M. Clark
JOHN M. CLARK

Linda Perkins Clark
LINDA PERKINS CLARK

Tract No. 100-1

STATE OF MISSISSIPPI, COUNTY OF DE SOTO

Personally appeared before me H. G. Ferguson, the Chancery Court Clerk in and for said County and State, John N. Nasser, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposed and saith that he saw the above named MARJORIE B. CLARK, single; MARJEAN CLARK MERCER; JANET CLARK LEWIS; GERALD B. CLARK and wife, KATHY SAYLE CLARK; and JOHN M. CLARK and wife, LINDA PERKINS CLARK, whose names are subscribed thereto, sign and deliver the same to the United States of America; and that he, this affiant, subscribed his name as a witness thereto in the presence of the said MARJORIE B. CLARK, single; MARJEAN CLARK MERCER; JANET CLARK LEWIS; GERALD B. CLARK and wife, KATHY SAYLE CLARK; and JOHN M. CLARK and wife, LINDA PERKINS CLARK.

WITNESS my hand and official Seal of office in the State and County aforesaid, this the 1st day of May, 1974.

H. G. Ferguson
Chancery Court Clerk
by E. Miller & C.

My Comm. Exp. 12/31/75

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 1 day of May, 1974, and that the same has been recorded in Book 110 Page 242 records of Right of Way of said County.

Witness my hand and seal this the 2 day of May, 1974.

Fees \$ 4.00 pd:

SEAL H. G. Ferguson CLERK