CHURCH RD 13KV FEEDER LINE — DeSoto County, Mississippi

WA 62712 FCA 360.2

RIGHT OF WAY INSTRUMENT

In consideration of $ 1.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property hereinafter described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

its successors and assigns (herein called "Grantee"), a right of way and easement 30 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of DeSoto, Mississippi, described as follows, to-wit:

RIGHT-OF-WAY TO BE ALONG THE NORTH SIDE OF CHURCH RD. RIGHT-OF-WAY S 1/2 OF SE 1/4 SECT 6 T2S-R8W

together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way.

Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth, and other obstruction. Grantee shall have the further right to cut down from time to time all trees that are tall enough to strike the wires in falling, where located beyond the limits of said right of way, (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantor, or his successor in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on said right of way.

Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall be the center line of said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the rights herein created in Grantee shall terminate, but with the right to remove therefrom all of Grantee's property thereon.

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/~~our~~ signature, this the 14 day of August, 19 78

Linda M. Whigham — Russell P. Womack

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named Linda M. Whigham, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named Russell P. Womack, _____, _____ and _____ whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and _____.

Linda M. Whigham

Sworn to and subscribed before me, this the 14 day of August, 19 78

My Commission Expires 2/15/81

Notary Public
(Official Title)

700-7336

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 4 day of Dec. 1978, and that the same has been recorded in Book 140 Page 583 records of Right of Way of said County.
Witness my hand and seal this the 4th day of December 1978.
Fees $3.00 Pd. SEAL H. D. Ferguson CLERK