

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and no/100-----
-----Dollars (\$ 10.00),

cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned, Betty Whitten Jenkins, David Arthur Whitten, Betty B. Funderburk and Andrea W. Williford

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the Northcentral Mississippi Electric Power Association 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 (s) 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:

A strip of land for a power line right -of-way located in the Northwest Quarter Section 5, the Northeast Quarter and the Southeast Quarter and the Southwest Quarter Section 6, Township 2 South, Range 6 West; and the Southeast Quarter Section 1 Township 2 South, Range 7 West, DeSoto County, Mississippi. Said strip being 10,788.0 feet more or less in length and 75 feet in width, extending 37.5 feet on either side of center line of power line location. The center line being more particularly described as follows: COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 2 South, Range 6 West, and run south 6° 45' east, 458 feet more or less to a point in the center line of power line location to establish a point of beginning; thence run south 78° 46' west, 475.95 feet, thence north 88° 29' west, 1,631.84 feet, thence south 55° 27' west, 418.21 feet to the west line of Section 5, Township 2 South, Range 6 West; thence continue south 55° 27' west into Section 6, 1,111.0 feet, thence south 28° 07' west, 1,541.68 feet, thence south 80° 22' west, 1,435.56 feet, thence south 70° 10' west, 2,120.24 feet, thence north 89° 11' west, 386.52 feet to the west line of Section 6, Township 2 South, Range 6 West, said line being the Range line; thence continue north 89° 11' west into Section 1, Township 2 South, Range 7 West, 1,575.82 feet, thence south 39° 24' west, 91.18 feet to the approximate center line of existing county gravel road known as Sandidge Road, said point being south 2° 42' west, 1,320 feet along the half section line to a point and north 71° 35' 43" east 1,122.0 feet from the Northwest corner of the Southeast Quarter of Section 1, Township 2 South, Range 7 West. All as made a part of attached easement as if fully copied in words and figures herein.

TO HAVE AND TO HOLD the said easement and right-of-way to the Northcentral Mississippi Electric Power Association, and its assigns, forever.

We covenant with the said Northcentral Mississippi Electric Power Association 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 on 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 Northcentral Mississippi Electric Power Association 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 Northcentral Mississippi Electric Power Association 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, WITNESS OUR SIGNATURES, this the 18th Day of April, 1983

Betty Whitten Jenkins
Betty Whitten Jenkins

David Arthur Whitten
David Arthur Whitten

Betty B. Funderburk
Betty B. Funderburk

Andrea W. Williford
Andrea W. Williford

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Bettye Whitten Jenkins, who acknowledged that he signed and delivered the above and foregoing EASEMENT on the day and year therein mentioned as his free and voluntary act and deed and for the purposes therein expressed

GIVEN UNDER MY HAND and Official Seal of Office, this the 18th day of April 1983.

M. Melina M. Jacobs
Notary Public

My Commission Expires:
June 19, 1986

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named David Arthur Whitten, who acknowledged that he signed and delivered the above and foregoing EASEMENT on the day and year therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND and Official Seal of Office, this the 18th day of April, 1983.

Bozita M. Szymanski
Notary Public

My Commission Expires:
11-28-87

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Betty B. Funderburk, who acknowledged that she signed and delivered the above and foregoing EASEMENT on the day and year therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND and Official Seal of Office, this the 18th day of April, 1983.

Bozita M. Szymanski
Notary Public

My Commission Expires:
1-28-87

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Andrea W. Williford, who acknowledged that she signed and delivered the above and foregoing EASEMENT on the day and year therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND and Official Seal of Office, this the 18th day of April, 1983.

Bozita M. Szymanski
Notary Public

My Commission Expires:
1-28-87

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10'clock 50minutes AM 19 day of Oct 1983, and that the same has been recorded in Book 160 Page 559 records of Right-of-Way Deeds of said County.

Witness my hand seal this the 20 day of Oct 1983.
FEE \$ 4.50 pd. W. H. Ferguson CLERK