

Kroger 13 KV Tap & Underground Tap DeSoto County, Mississippi  
LINE WA 63324 FCA 360.2

### RIGHT OF WAY INSTRUMENT AND EASEMENT

In consideration of \$ 1.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, the (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 non-exclusive right of way and easement 22'6" 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:

That area as described in Exhibit A, <sup>cross-hatched and</sup> and outlined in red on Exhibit B, ~~both~~ of which are attached hereto. <sub>both Exhibits</sub>

*NE 1/4 Sect. 24, T-1-S, R-8-W*

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, provided that nothing herein shall prevent Grantor from paying said easement area for pedestrian and vehicular access, and improving same with landscaping, bumper stops, fire hydrants, meters, other utility lines and similar improvements. 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 21<sup>st</sup> day of October, 1983

*Arthur Juergens*  
Arthur Juergens, Vice President



### CORPORATE ACKNOWLEDGEMENT

STATE OF Tennessee  
County of Shelby

This day personally appeared before me, the undersigned authority in and for the foregoing jurisdiction, Arthur Juergens who acknowledged to me that he is Vice President of The Kroger Co., a corporation, and that he executed and delivered the foregoing instrument on the 21<sup>st</sup> day and year therein mentioned, as the act and deed of said corporation, being duly authorized so to do.

GIVEN under my hand and seal of office this the 21<sup>st</sup> day of October, 1983.

My Commission Expires March 28, 1984, 1983

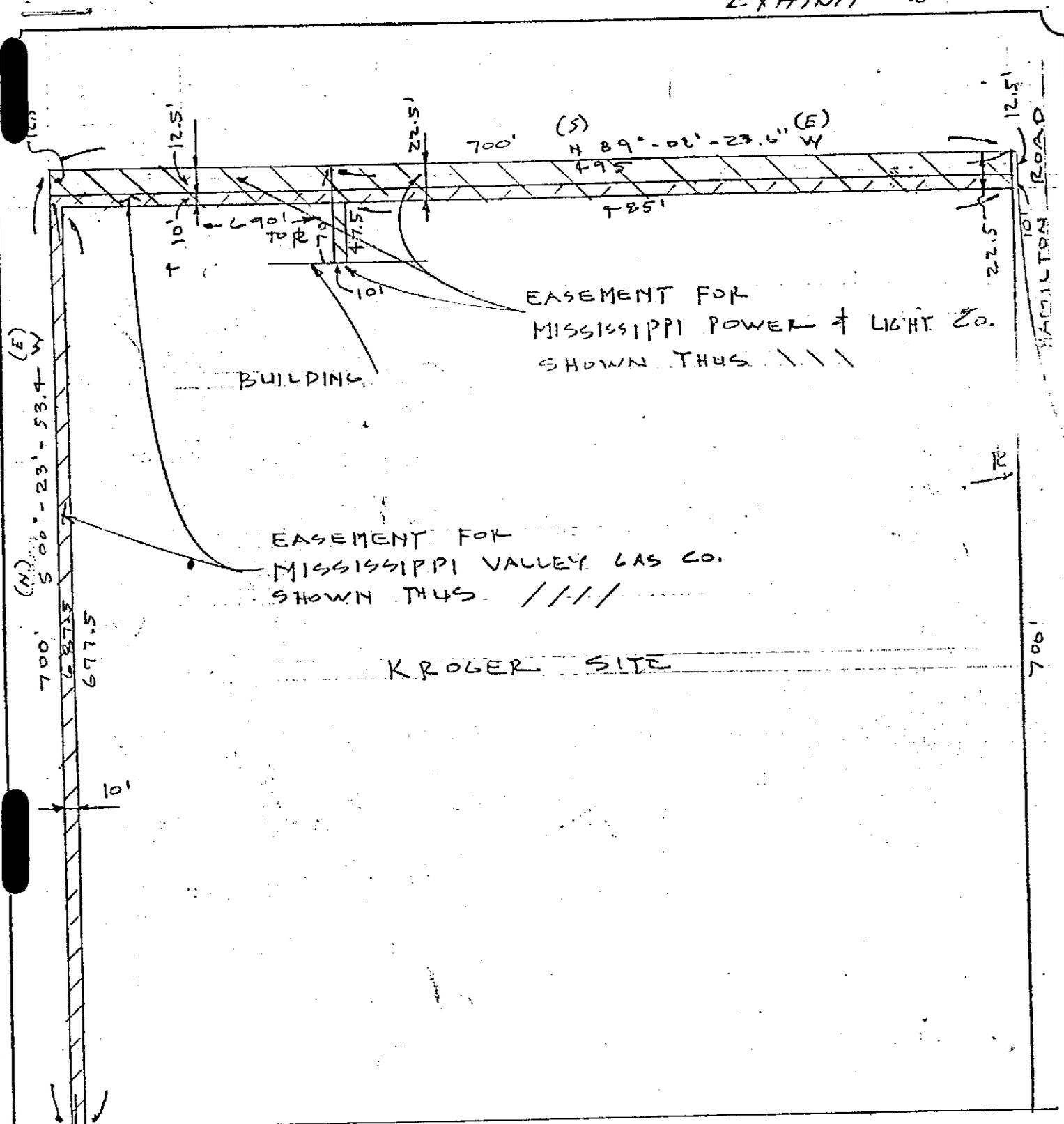
*John H. Wigder*  
Notary Public



Grantee shall indemnify and save harmless Grantor from any and all claims, liens, damages, losses, and expenses, including, without limitation, attorneys' fees, related to its use and enjoyment of said right of way and easement. Grantee shall, forthwith, restore any pavement and improvements affected by its use of this right of way and easement to their condition existing immediately prior to its occupation, demolition or removal of same.

The provisions hereof shall run with the land.

EXHIBIT "B"



EASEMENT FOR MISSISSIPPI POWER & LIGHT CO. SHOWN THUS **//**

EASEMENT FOR MISSISSIPPI VALLEY GAS CO. SHOWN THUS **///**

KROGER SITE

STATE LINE ROAD

SKETCH OF EASEMENTS ON KROGER SITE  
SOUTHAVEN MISSISSIPPI

NO SCALE

Sept 1, 83

**M** L. W. MURPHY PROFESSIONAL ENGINEERS, INC.  
WHITE STATION TOWER/5050 POPLAR AVENUE/MEMPHIS, TENN. 38107/PHONE (901) 787-4701  
REVISED 23 JAN 84

54

EXHIBIT "A"



L. W. MURPHY PROFESSIONAL ENGINEERS, INC.  
WHITE STATION TOWER/5050 POPLAR AVENUE/MEMPHIS, TENN. 38157/PHONE (901) 767-4701

DESCRIPTION OF EASEMENT ACROSS  
THE KROGER PLAZA SHOPPING CENTER PROPERTY  
SOUTHAVEN, MISSISSIPPI

LOCATION

The property over which these easements cross is located in the northeast corner of Section 24 Township 1-South, Range 8-West in DeSota County, Mississippi. Said property is located south of Stateline Road and east of Hamilton Road. It is part of what was known as the H. W. Davis 100 acre tract located in DeSoto County, Mississippi.

This description is prepared based on surveys done in July and September of 1982.

EASEMENT FOR MISSISSIPPI POWER AND LIGHT COMPANY (Revised January 23, 1984)

This easement is approximately 22 feet 6 inches wide along the south property line and 10 feet wide extending to the building from a point on the south property line as shown on architectural drawing NPE-1. More particularly described as follows:

Beginning at a point in the southwest corner of the referenced property on the apparent east right of way of Hamilton Road 700 feet south of the south right of way line of Stateline Road;

thence, along the south property line of the tract South 89°02'23.6" East 700 feet to a point in the west property line;

thence, along the east property line North 00°23'53.4 East, 22.5 feet to a point;

thence, parallel to the south property line North 89°02'23.6" West, 205.0 feet to a point;

thence, northwardly at an internal angle of 90° 47.5 feet to a point on the south building line of the building;

thence, westwardly along the building line 10 feet to a point;

thence, southwardly at right angles to the south line of the property 47.5 feet to a point 22.5 feet north of the south property line;

thence, westwardly parallel to the south property line 485 feet to a point on the west property line of the overall property;

thence, southwardly along said west property line 22.5 feet to the point of beginning.

Filed @ 11:05 AM, March 12, 1984  
Recorded in Book 126 Page 54  
H. G. Ferguson, Clerk