

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN

Dollars (\$10.00),

cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned, NATHANIEL I. LANDAU, Individually, NATHANIEL I. LANDAU, by and through its authorized official and CITY OF OLIVE BRANCH, by and through its authorized official,

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 transmission line right of way located in Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi, said strip being 364.76 feet in length and 40 feet in width with said center line being described as beginning at Station 168 + 33 and thence run west 364.76 feet to Station 171 + 97.76. Said easement being as per plat for Northcentral Mississippi Electric Power Association, same being on file with the Chancery Clerk of DeSoto County, Mississippi. Same being labeled transmission distribution line from Olive Branch to Pleasant Hill. Said easement contains .33 acres.

This easement is subject to outstanding indebtedness secured by Deed of Trust to First Tennessee Bank, Memphis, Tennessee, as same applies to the City of Olive Branch Industrial Revenue Bond Issue.

Grantors reserve the unqualified right of ingress and egress over the said easement.

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

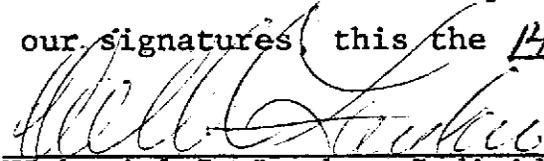
We covenant with the said Northcentral Mississippi Electric Power Association that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that we will forever warrant 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.

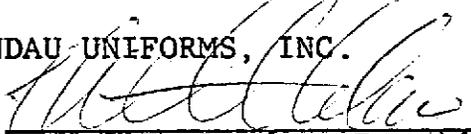
In further consideration of the payment of the purchase price above stated, we for ourselves, our heirs, personal representatives, successors, and assigns, covenant and agree to and with the Northcentral Mississippi Electric Power Association that no buildings or fire hazards shall be erected or maintained 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.

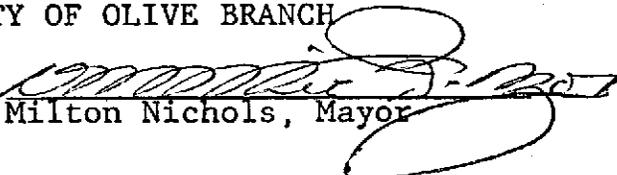
IN WITNESS WHEREOF, Witness our signatures, this the 14th day of August, 1984.


Nathaniel I. Landau, Individually

LANDAU UNIFORMS, INC.

BY: 
Nathaniel I. Landau, President

CITY OF OLIVE BRANCH

BY: 
D. Milton Nichols, Mayor

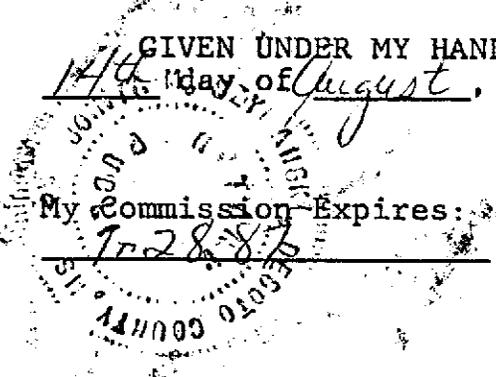
ATTEST:


Jeanette Jones, City Clerk

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 Nathaniel I. Landau, who acknowledged that he executed, signed and delivered the above and foregoing GRANT OF TRANSMISSION 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 14th day of August, 1984.

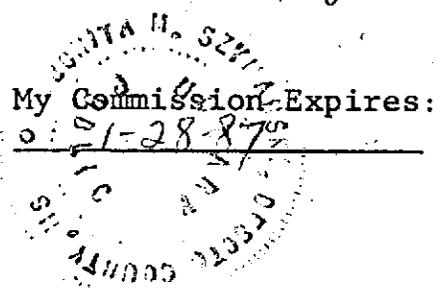


Donita M. Ajemanski
NOTARY PUBLIC

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 Nathaniel I. Landau, President of the above named Corporation, who acknowledged that he executed, signed and delivered the above and foregoing GRANT OF TRANSMISSION LINE EASEMENT on the day and year therein mentioned as its act and deed, being first duly sworn so to do.

GIVEN UNDER MY HAND and Official Seal of Office, this the 14th day of August, 1984.



Donita M. Ajemanski
NOTARY PUBLIC

Filed @ 10:30 AM, 16 Aug, 1984
Recorded in Book 170 Page 455
H. G. Ferguson, Clerk