

Desoto

County, Mississippi

Vanderburg Property - Byhalia  
Rd.

WA 62350 FCA 360.2  
85-10737

### 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 40 feet in width for the location, construction, reconstruction, operation, maintenance, and removal of an electric circuit or circuits, and communications circuits, including poles, towers, cross arms, insulators, wires, 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:

NE 1/4 Section 4 T35 R6W

ROW ON ALL UNSOLD LOTS

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 by mechanical or chemical means, 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.

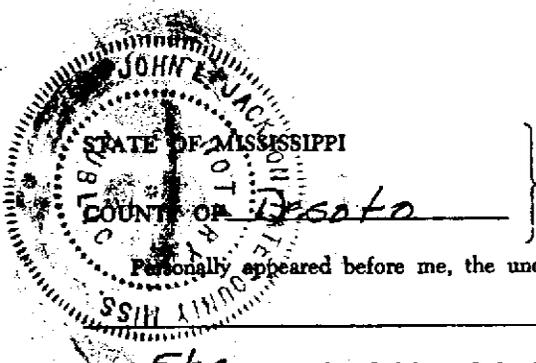
Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall be the center line of said right of way.

Should Grantee, or its successors, remove said circuit or circuits 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 15 day of AUG, 1985

Jessy E. Vanderburg



Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named \_\_\_\_\_ and Jessy E. Vanderburg, husband and wife, who acknowledged that she signed and delivered the foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this the 15th day of AUG, 1985

John E. Jackson  
(Title) NOTARY PUBLIC

My Commission Expires March 18, 1989

Filed @ 11:30 AM, 1 November, 1985  
Recorded in Book 180 Page 531  
H. G. Ferguson, Clerk