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PLEASE RETURN RECORDED INSTRUMENT TO:

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AT&T COMMUNICATIONS, INC.
317 VAN DORN
GRENADA, MS. 38901

LINE: MEMPHIS - JACKSON
MARKER: _____ TO _____
R/W TRACT NO.: MS-DR-017730

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called GRANTOR) for and in consideration of the sum of ONE THOUSAND AND NO/100 Dollars, (\$ 1,000.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York Corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents, (hereinafter called GRANTEE), a right of way easement TWENTY (20') feet in width and approximately THREE HUNDRED THIRTY (330') feet in length within which to construct, operate, maintain, alter, replace and remove communications systems as the GRANTEE may from time to time require, consisting of, by way of example, but not limited to, underground lightguide fiber optics cable systems, splices, wires, surface testing terminals, manholes, markers, and other appurtenances, upon, over, under and through certain lands in which the undersigned has an interest, situated in the County of DESOTO, State of MISSISSIPPI, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the following rights: of Ingress and Egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and, during construction, within Fifteen (15') feet thereof; and to install gates in any fences crossing said strip.

GRANTOR covenants that no excavation, building, structure or obstruction will be constructed or permitted on said right of way easement.

GRANTEE, insofar as it is practicable to do so, agrees to place all communications systems cables to sufficient depth at time of construction so as not to interfere unreasonably with the ordinary cultivation of the right of way and easement and to restore the surface of the ground to its condition prior to installation of the communications systems.

In addition to the consideration specified above, GRANTEE shall pay GRANTOR the reasonable amount of actual damages to crops, timber, livestock, fences, tile drain, buildings, private roads and other improvements, caused by GRANTEE on said lands in the exercise of the rights herein granted.

GRANTOR warrants the title in the subject lands herein conveyed subject only to outstanding encumbrances, if any, now on record in said County.

The provision hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, executors, administrators, lessees, agents, successors and assigns.

TO HAVE AND TO HOLD the above described rights and easement unto the GRANTEE, its successors and assigns together with the rights to assign the rights and right of way herein granted, either in whole or in part, subject to the terms of this agreement.

EXHIBIT "A"

Attached to and made a part of that certain Communications Systems Right-of-Way Easement Agreement dated May 22, 1987, between Bruce F. Gannaway and Ollie Johnson Gannaway as Grantor and American Telephone and Telegraph Company, as Grantee.

DESCRIPTION OF LAND

The North Half of that approximate 167 acre tract bounded on the East side by Highway No. 51 and on the North side by Star Landing Road and being located in the North Half (N 1/2) of Section 24, Township 2 South, Range 8 West, Desoto County, Mississippi - LESS AND EXCEPT that certain tract sold to Roger H. Monk, Et ux as described and recorded in Deed Book 169, at Page 765, Land Deed Records, Chancery Clerk, Desoto County, Mississippi - LESS AND EXCEPT that certain tract sold to Bobby Samuel Gurley, Et ux as described and recorded in Deed Book 184, at Page 20, Land Deed Records of the Chancery Clerk, Desoto County, Mississippi.

Said strip of land Twenty (20') feet wide and approximately Three Hundred Thirty (330') feet in length more particularly described as follows:

Beginning at a point on the North line of Section 24, Township 2 South, Range 8 West, said North line of the Section also being the South line of Star Landing Road, where the said North line intersects the West line of that certain AT&T Right-of-Way Easement as described and recorded in Deed Book 33, at Page 482, Land Deed Records of the Chancery Clerk, Desoto County, Mississippi; thence South parallel and adjacent to the West line of said easement a distance of Twenty (20') feet; thence West and parallel to the said North line of Section 24, and the South line of Star Landing Road a distance of Three Hundred Thirty (330') feet; thence North a distance of Twenty (20') feet to the North line of Section 24, and the South line of Star Landing Road; thence East, parallel and adjacent to the North line of Section 24, and the South line of Star Landing Road a distance of Three Hundred Thirty (330') feet to the POINT OF BEGINNING.

SIGNED FOR IDENTIFICATION ONLY

Bruce F. Gannaway
BRUCE F. GANNAWAY

Ollie Johnson Gannaway
OLLIE JOHNSON GANNAWAY

IN WITNESS WHEREOF, these presents and hereby signed this 22 day of MAY, 1987, at

WITNESS:

Mary L. Coker
Edith S. Johnson

GRANTOR:

Bruce F. Gannaway (L.S.)
BRUCE F. GANAWAY

Ollie Johnson Gannaway (L.S.)
OLLIE JOHNSON GANAWAY

(L.S.)

(L.S.)

MISSISSIPPI INDIVIDUAL ACKNOWLEDGEMENT

STATE OF: GEORGIA

COUNTY OF:

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BRUCE F. GANAWAY AND OLLIE JOHNSON GANAWAY who severally acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal this 22nd day of MAY

Mary Coker Jones
NOTARY PUBLIC
Notary Seal: MARY COCKER JONES, GEORGIA, NOTARY PUBLIC, COMMISSION EXPIRES JULY 23, 1990

MY COMMISSION EXPIRES:

Notary Public, Gwinnett County, Georgia
My Commission Expires July 23, 1990

MISSISSIPPI WITNESS ACKNOWLEDGEMENT

STATE OF:

COUNTY OF:

I, a in and for the aforesaid jurisdiction, certify that a subscribing witness to the foregoing instrument, known to me on this day, and being sworn, stated that the GRANTOR(s), having been informed to the contents thereof, voluntarily signed and delivered the same in his presents, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the GRANTOR(s), and of the other witness, and that such other witness subscribed his name as a witness in his presence.

SUBSCRIBING WITNESS

GIVEN UNDER MY HAND and official seal, this day of, 19

TITLE OF OFFICIAL

In and for County, Mississippi

MY COMMISSION EXPIRES:

Filed @ 10:30A M. 4 June, 1987
Recorded in book 190 Page 642
H. G. Ferguson, Chancery Clerk