

LAKE-FREEPORT 230 KV LINE WA 21234 FCA 350.2

RIGHT OF WAY INSTRUMENT

In consideration of \$ 10.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally for and on behalf of our heirs, successors and assigns and any other person claiming the property hereinafter described, called collectively "Grantor") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns (herein called "Grantee"), a right of way and easement 50 feet in width for the location, construction, reconstruction, operation, maintenance and removal of electric power lines and circuits 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, and together with the right on said right of way at any time, now or in the future, to locate, construct, reconstruct, operate and maintain one or more communications lines and circuits with associated hardware, equipment, material and appliances for use by Grantee and/or other parties over, across, under or on that land in the County of DeSoto, Mississippi, described as follows, to-wit:

S 1/2, Section 27 and the NE 1/4 of the SE 1/4 and the N 1/2, Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi as per sketch attached hereto and made a part hereof

STATE MS.-DESOTO CO. FILED

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RECORDED 10-3-89 DEED BOOK 219 ut J.T. PAGE 119 W.E. DAVIS CH.CLK.

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 obstructions. Grantee shall have the further right to cut down, from time to time, all trees that are tall enough to strike the wire 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 Grantors, or successors 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.

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 reserved in Grantee, that Grantee will not enclose said right of way and that Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/our signature, this the 12th day of SEPT 1989 Lloyd Gilmore - WITNESS

HUGH DANCY

FORM NO. 700-7320

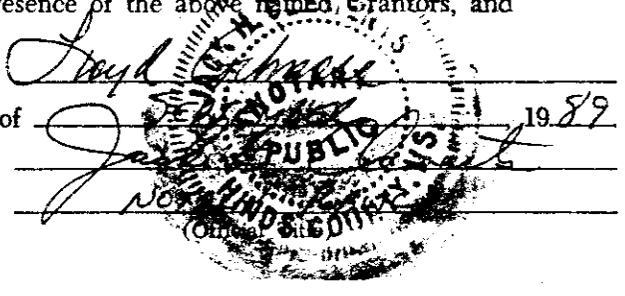
STATE OF MISSISSIPPI COUNTY OF

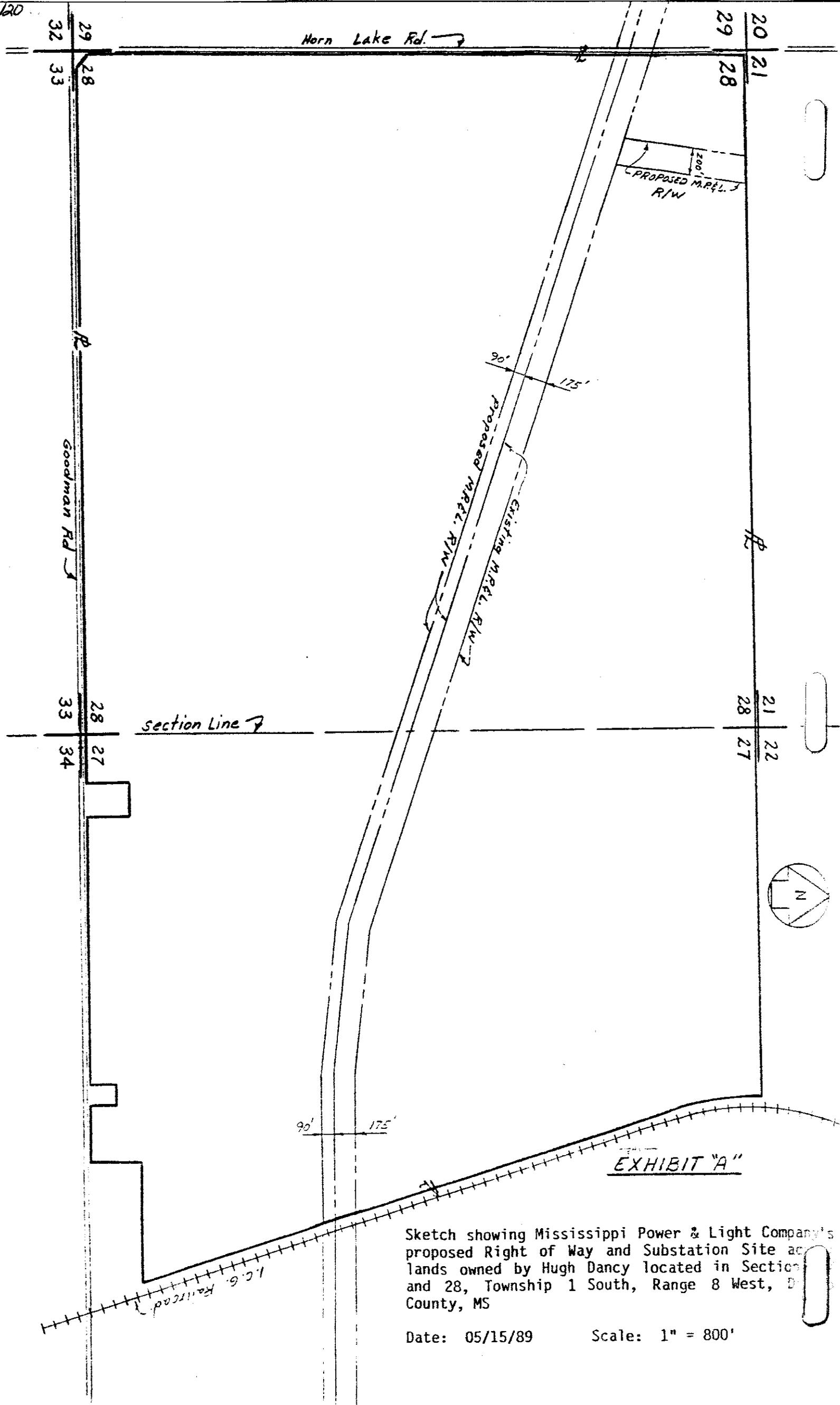
Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named LLOYD GILMORE, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named HUGH DANCY

whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and

Sworn to and subscribed before me, this the 15th day of

My Commission Expires 8/28/93





Sketch showing Mississippi Power & Light Company's proposed Right of Way and Substation Site on lands owned by Hugh Dancy located in Sections 27 and 28, Township 1 South, Range 8 West, DeWitt County, MS

Date: 05/15/89

Scale: 1" = 800'