

SOUTH CENTRAL BELL TELEPHONE RIGHT OR WAY & EASEMENT

South Central Bell telephone Company Use Only			
Authority	Classification	Area TN-WEST	Exchange
T-1218	R45C	83261	MEMPHIS

Approved	Title
<i>A. G. Lashain</i>	OPERATIONS MANAGER-NETWORK OPERS.

For and in consideration of one (\$1.00) dollar and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned, its successors, heirs and assigns (hereinafter referred to as Grantor) do hereby grant to South Central Bell Telephone Company, its licensees, successors, and assigns (herein after referred to as Grantee), a right of way and easement to construct, operate, maintain, add and/or remove such lines of systems of communications or related services as the Grantee may require from time to time consisting of:

- A. Poles, guys, anchors, aerial cables and wires;
- B. Buried cables, wires, terminals, markers, splicing boxes, pedestals;
- C. Conduit, manholes, markers, underground cables and wires;
- D. Other amplifiers, boxes, appurtenances or devices, and cabinets;
- E. Repeater stations, shelters, and structures for the protection and containment of the aforesaid and their appurtenances, including but not limited to electric power supply and associated metering equipment.

Upon, over and under a parcel of land within the following lands in DeSoto County, State of Mississippi, located in the southeast quarter of Section 1, Township 2, Range 9 West and being the same property conveyed to Grantors as recorded in Plat Book 192, Page 563, in the Register's office for DeSoto County, Mississippi; and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets, highways adjoining or through said property. This easement is located as shown on a survey by Smith Engineering Co., dated 10 January, 1992 and titled "BOUNDARY SURVEY CENSUS TRACT NO. 701 DRAWING NO. WO#14743", a copy of which is attached and incorporated herein.

The following rights are also granted: to allow any other person, firm or corporation specifically acting for Grantee and with written authority from Grantee under the provisions of this easement, to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution for the purposes of systems of communications; ingress and egress to said easement at all times, except as may herein be restricted, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the lines or systems of communications.

To have and to hold the above easement unto Grantee forever and in perpetuity, so long as said easement is continuously used for the above mentioned purposes but this easement will be and is terminated if it ceases to be continuously used for said purposes for any period of time whatsoever.

Grantors warrant that to the best of their knowledge, and with the understanding of both parties hereto that there is no potential liability that can result to Grantor from that warranty, that they are the true owners of record of the above described land on which the aforesaid easement is granted.

Grantee agrees, at its own cost and expense, to repair any damage to Grantor's property, whether real or personal, including the real property of said easement, caused by the installation and/or maintenance of Grantee's equipment or of any of Grantee's actions, in a proper, prompt, substantial and workmanlike manner, including but not limited to repaving, resodding, replacement of shrubs and/or trees or other landscaping which may be or have been damaged by Grantee's actions or failure to act. Grantee further agrees to restore Grantor's property to a reasonable condition equal to or better than that existing before installation of Grantee's equipment or before Grantor's subsequent actions or failure to act.

Grantor shall have the right to pave, or otherwise improve, the front twelve (12) feet (being the approximate twelve by twenty foot area lying along the west line of Highway 301, between said easement and Highway 301) as well as any unpaved or unused portion of the real property within the easement, and/or otherwise include these areas in a parking lot for any future development of this property which provides reasonable vehicular and maintenance access for Grantee's use in servicing facilities in this easement.

Grantee has agreed to pay for the survey required to establish the proper calls for this easement and the common property line between Grantor's property and the property of E. R. Phillips adjacent to and immediately south of Grantor's property upon which said easement lies, this survey having been completed and is a part of this Agreement.

In witness whereof, the undersigned have caused this instrument to be executed on the 9th day of March, 1992

Witness F. Cain Owner Robert E. Branch

Witness F. Cain Owner Ann C. Branch

State of Mississippi
County of DeSoto
Before me, Julia S. McMillan a Notary Public of the aforesaid State and County, personally appeared, Robert E. Branch and Ann C. Branch, the within Grantor's, with whom I am personally acquainted (or who proved to me their identities on the basis of satisfactory evidence), and who, upon oath acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office, this ninth day of March, 1992.

My commission expires ~~My~~ Commission Expires 2-2-05



Julia S. McMillan
Notary Public

PROPOSED ROW as shown by DIVISION 1 of the ROBERT BRANCH 57.966 ACRES as shown in PLAT BOOK 21, PAGE 54.

STATE MS.-DESOTO CO. FILED

MAR 9 3 42 PM '92

RECORDED 3-11-92 DEED BOOK 243 PAGE 226 W.E. DAVIS CH. CLK.

S.F.P.I. MAIL
CHURCH ROAD

ACCEPTED SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 9 WEST.

FOUND NAIL

S 01°45' 00" E
548.12'

I.P.S.

REFERENCE LINE TO DEED BEARING.

PHILLIPS

596.68'

S 88°12'00" W

40.00'

S 02°25'49" E

40.00'

N 87°34'11" E

40.00'

40.00'

S 87°34'11" W

40.00'

20.00'

S 02°25'49" E

20.00'

N 87°34'11" E

20.00'

S 02°25'49" W

20.00'

N 87°34'11" E

20.00'

S 02°25'49" W

20.00'

N 87°34'11" E

N 02°25'49" W
626.80'

I.P.S.

S.F.P.I. MAIL

MISSISSIPPI STATE HIGHWAY NO. 301 as staked by Miss. State Hwy. Dept.

"BOUNDARY SURVEY" OF A 0.018, MORE OR LESS, ACRE TRACT OF LAND KNOWN AS THE SOUTH CENTRAL BELL TELEPHONE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI and is further described by metes and bounds as follows:

Begin at a "Nail" (found) in the approximate centerline intersection of Mississippi State Highway No. 301 and Church Road, said Nail being the Accepted Southeast corner of the Southeast Quarter of Section 1, Township 2 South, Range 9 West; thence North 02 degrees 25 minutes 49 seconds West 626.80 feet with the centerline of said highway (as staked by the Mississippi State Highway Department) to a "P.K. Nail" (set); thence South 87 degrees 34 minutes 11 seconds West 75.0 feet to an iron stake (set) in the westerly line of said highway, said stake being also the True Point of Beginning for the herein described tract; thence continue South 87 degrees 34 minutes 11 seconds West 40 feet to an iron stake (set); thence South 02 degrees 25 minutes 49 seconds East 20 feet to an iron stake (set); thence North 87 degrees 34 minutes 11 seconds East 40 feet to an iron stake (set) in the westerly line of said highway; thence North 02 degrees 25 minutes 49 seconds West 20 feet to the point of beginning containing 0.018, more or less, acres of land (800, more or less, Square Feet).

Reference Material: Warranty Deed Book 135, Page 661; Warranty Deed Book 192, Page 563; Mississippi State Highway Department Plans; Warranty Deed Book 159, Page 25; Warranty Deed Book 159, Page 33; Warranty Deed Book 225, Page 496.

DATE: 10 JANUARY 1992.



BEN W. SMITH
REGISTERED PROFESSIONAL ENGINEER
PE 5930
12/15/1989
STATE OF MISSISSIPPI

I hereby certify that I have surveyed the above described property and this plat is true and correct. The survey was made using physical features found on the ground and available information.

SMITH ENGINEERING COMPANY, INC.

SCALE: 1" = 100'

DATE: 10 JAN. 1992

928 GOODMAN ROAD SUITE 6 SOUTHAVEN, MISS. 38671

BOUNDARY SURVEY

CENSUS TRACT NO. 701

This is to certify that this property is not located in a HUD identified special flood hazard area according to FIA Map No. 28033C0040D, being dated 3 MAY 1990.

Certified to this the 10th day of JANUARY, 1992.