

Heritage Hills Phase 2

LINE

WA

28398

FCA

360.2

RIGHT OF WAY INSTRUMENT

W.R. # 329-930948

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 herein-ter 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 10 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power 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, over, across, under, and on that land in the County of

DeSoto

Mississippi, described as follows, to-wit:

Said easement is to be located on Grantor's property. Said property being located in the Northeast Quarter of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi. Easement to be located 5 feet on either side of the facilities as installed.

All grading will be completed by Developer (Grantor) in areas where Grantee's underground cables are to be installed prior to installation of such facilities. Any lowering, relocating or adjusting of underground facilities made necessary by actions of the grantor or subsequent purchasers will be at the expense of such grantor or subsequent purchasers.

SW 1/4 of NE 1/4, SEC 26, T1S, R8W, DESOTO CO.

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 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 its facilities 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 19th day of November 1993

Clifford P. Davis
JOE CLAY DAVIS CORP.

STATE MS - DESOTO CO.

STATE MS - DESOTO CO.

STATE OF MISSISSIPPI

COUNTY OF COAHOMA

JAN 20 10 45 AM '94

JAN 9 11 21 AM '95

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named CLIFFORD DAVIS, PRESIDENT and and OLK. 28 OFC 431 OLK.

that HE signed and delivered the foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this the 19th day of November, 1993

David H. Von Boeckman
7411 Hwy 51 N. (601)342-8651
Southaven, MS 38671-5726

(Title) Notary
My Commission expires November 11, 1995.