

**GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT  
FOR TELEPHONE COMPANY PLANT  
BY INDIVIDUAL(S)**

11/29/05 10:53:08  
BK 515 PG 407  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Document No.  
CenturyTel, Inc.  
Form No. E1.1

**FOR A VALUABLE CONSIDERATION,**

Scottye C. Davidson with an address of  
P.O. Box 727, Olive Branch MS 38654,  
Jan R. Johnson with an address of  
P.O. Box 727, Olive Branch MS 38654,

and -----, with an address of \_\_\_\_\_  
\_\_\_\_\_, Individual(s), his, her or their heirs, successors  
and assigns, ("Grantor"), hereby gives and grants to \_\_\_\_\_  
CenturyTel, Inc.

a Louisiana corporation, with an address of \_\_\_\_\_  
7045 Cockrum, Olive Branch MS 38654, its successors and  
assigns ("Grantee") to have and to hold forever, an easement to construct,  
use, maintain, operate, alter, add to, repair, replace, and/or remove its  
facilities consisting of poles, cross arms, anchors, guys, braces, aerial and  
underground cables and wires, underground conduits and manholes, and  
appurtenances including, but not limited to, housing for above ground  
communications equipment and/or other purposes (hereinafter called  
"telephone company plant") upon, over, in, under, across, along and through that certain real property in the [City, Village,  
or Town] of Olive Branch, DeSoto County, State  
of Mississippi, described as follows:

Return to:  
CenturyTel Plant Facilities  
7045 Hwy. 305 North  
Olive Branch, MS 38654  
Att: Engineering

PIN No.::E.089480

FIVE FEET ON EITHER SIDE OF TELEPHONE  
CABLE FROM PROPERTY LINE TO PROPERTY  
LINE

S.33 T-1-S R-B-W  
SW 1/4 OF SE 1/4

(hereinafter called "the easement property")

and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside, upon, over, in, under, across, along and through the roads, alleys, streets, or highways adjoining or running through the easement property.

The location of the telephone company plant presently installed or to be installed is more particularly described as follows:

Along a line within FIFTEEN feet (15) more or less, of the  
MID SOUTH DR. ROW and BOUNDARY LINE TO boundary line(s) of the lands of Grantor  
and FIVE feet (5) on either side thereof, for a distance of 230' feet.

The Grantee shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgment, interfere with the use of said easement.

The Grantee and its Contractors and/or Subcontractors shall have the right to clear the easement property and keep the same free of brush, tree or root growth and vegetation and any other obstruction to such extent as may be necessary to prevent contact or interference with telephone company plant and the operation thereof and to protect persons from injury or death and the telephone company or other property from loss, destruction or damage by fire or other casualty or otherwise.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantor or others by the construction or maintenance of said telephone company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement.

The Grantor agrees that all telephone company plant, installed on the above-described premises at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor agrees to locate and allow the Grantee to mark properly or expose those facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those facilities.

The Grantor covenants that Grantor is the owner of the above-described lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative and witnessed as of the date(s) hereinafter set forth.

Dated: November 22, 2005

Scotty C. Davidson (SEAL)  
Name typed or printed  
SSN: \_\_\_\_\_

Jan R. Johnson (SEAL)  
Name typed or printed  
SSN: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
Name typed or printed  
SSN: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
Name typed or printed  
SSN: \_\_\_\_\_

STATE OF Mississippi )  
COUNTY OF DeSoto ) SS.

On November 22, 2005, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Scotty C. Davidson, Jan R. Johnson and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.



Victoria B. Griffith  
Name typed or printed  
Notary Public of Mississippi  
County of DeSoto  
My commission expires: 12-17-2006

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

[SEAL]

\_\_\_\_\_  
Name typed or printed  
Notary Public of \_\_\_\_\_  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exempt from real estate transfer fee.  
Statutory Citation: \_\_\_\_\_  
Telephone Company: CENTURY TEL  
OF N. MS. INC.  
Remote: CAROMA  
Exchange: OLBR  
Route: L. 9000  
Work Order No.: E.089480  
Tax Key Number: \_\_\_\_\_

This instrument was drafted by:

JOHN PATTON S+H ENG. CONTRACT  
FOR CENTURY TEL OF N. MS.  
662-893-7711  
7045 HWY 305 NORTH  
OLIVE BRANCH, MS. 38654