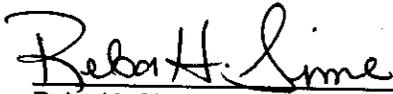


Prepared by and return to:



Reba H. Sime, Attorney  
Tennessee Valley Authority  
1101 Market Street, SP 3L  
Chattanooga, Tennessee 37402-2801  
(423) 751-2099

10/06/06 1:36:41  
BK 541 PG 305  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

TVA Tract No. FRMPH-11

## GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$168,600.00), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

R. R. BRIDGFORTH HEIRS PARTNERSHIP,  
a General Partnership, by and through its managing partners;

BETTYE B. WHITTEN JENKINS, Individually and as Life Tenant and as Executrix and Testamentary Trustee under Last Will and Testament of David B. Bridgforth, with full power to sell;

BETTYE B. WHITTEN FUNDERBURK, Individually and as Trustee of the Residuary Trust under Item III of the Last Will and Testament of David Arthur Whitten, with full power to sell;

ANDREA C. WHITTEN WILLIFORD, Individually and as General Partner of the ANDREA WHITTEN WILLIFORD FAMILY, L.P., a Mississippi limited partnership;

LANEY FUNDERBURK and BETTYE B. WHITTEN FUNDERBURK, General Partners of the LANEY FUNDERBURK FAMILY, L.P., a Mississippi limited partnership,

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, in, on, over, and across said right-of-way, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, signboards, billboards, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any transmission line structure or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyances of this property are deeds of record in Deed Book 173, page 729, Deed Book 174, page 1, Deed Book 365, pages 183 and 187, Deed Book 374, page 290, and Deed Book 439, pages 358 and 361, in the office of the Chancery Court Clerk of Desoto County, Mississippi. See also wills of record in Will Book 21, page 261, and Will Book 23, page 150.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

We covenant with the said UNITED STATES OF AMERICA that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any damage to annual growing crops and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said lines.

We, for ourselves, our heirs, personal representatives, successors, and assigns, covenant with the UNITED STATES OF AMERICA that no buildings, signboards, billboards, or fire hazards will be erected or maintained within the limits of the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 27<sup>th</sup> day of SEPTEMBER, 2006.

R. R. BRIDGFORTH HEIRS PARTNERSHIP,  
a General Partnership

By: Betty B. Whitten Funderburk  
BETTYE B. WHITTEN FUNDERBURK,  
Managing Partner

David R. Bridforth  
DAVID R. BRIDGFORTH, Managing Partner

Betty B. Whitten Jenkins  
Betty B. Whitten Funderburk, POA  
BETTYE B. WHITTEN JENKINS, Individually

Betty B. Whitten Jenkins  
Betty B. Whitten Funderburk, POA  
BETTYE B. WHITTEN JENKINS, as Life Tenant and  
Executrix and Testamentary Trustee under Last Will &  
Testament of David B. Bridforth

Betty B. Whitten Funderburk  
BETTYE B. WHITTEN FUNDERBURK, Individually

Betty B. Whitten Funderburk  
BETTYE B. WHITTEN FUNDERBURK, Trustee under  
Last Will & Testament of David Arthur Whitten

Andrea C. Whitten Williford  
ANDREA C. WHITTEN WILLIFORD, Individually

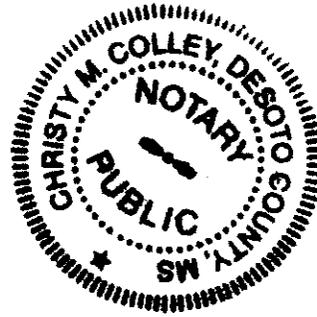


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named BETTYE B. WHITTEN JENKINS, who acknowledged that she executed the above and foregoing instrument.

Christy M Colley  
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
My Commission Expires: BONDED THRU STEGALL NOTARY SERVICE

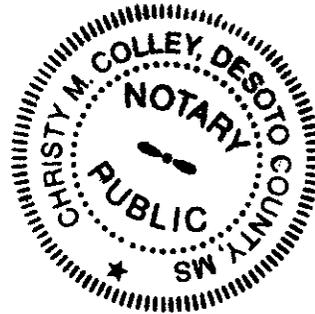


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named BETTYE B. WHITTEN JENKINS, who acknowledged herself as Life Tenant and Executrix and Testamentary Trustee of Last Will & Testament of David B. Bridgforth and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized to do so.

Christy M Colley  
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
My Commission Expires: BONDED THRU STEGALL NOTARY SERVICE

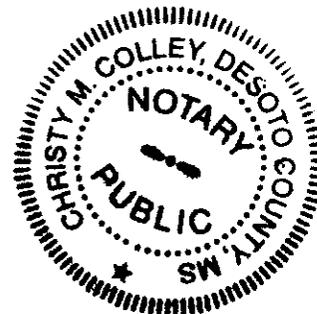


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named BETTYE B. WHITTEN FUNDERBURK, who acknowledged that she executed the above and foregoing instrument.

Christy M Colley  
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
My Commission Expires: BONDED THRU STEGALL NOTARY SERVICE

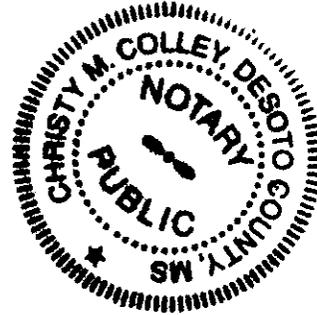


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named **BETTYE B. WHITTEN FUNDERBURK**, who acknowledged that she is the Executrix and Trustee under Will of David Arthur Whitten and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized to do so.

Christy M Colley  
Notary Public

My Commission Expires MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
BONDED THRU STEGALL NOTARY SERVICE

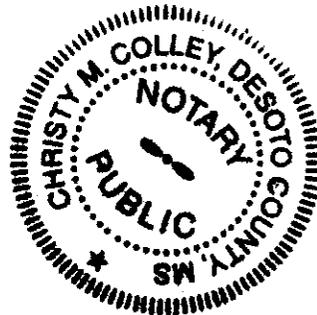


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named **ANDREA C. WHITTEN WILLIFORD**, who acknowledged that she executed the above and foregoing instrument.

Christy M Colley  
Notary Public

My Commission Expires MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
BONDED THRU STEGALL NOTARY SERVICE

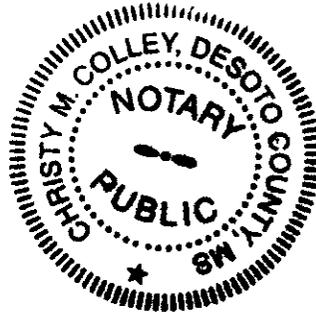


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named **ANDREA C. WHITTEN WILLIFORD**, who acknowledged that she is the general partner of the **ANDREA WHITTEN WILLIFORD FAMILY, L.P.**, a Mississippi limited partnership, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized to do so.

Christy M Colley  
Notary Public

My Commission Expires MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
BONDED THRU STEGALL NOTARY SERVICE

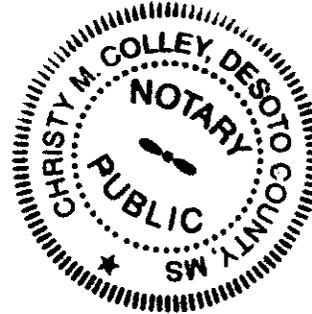


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF DESOTO )

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 2nd day of October, 2006, within my jurisdiction, the within named LANEY FUNDERBURK and BETTYE B. WHITTEN FUNDERBURK, who acknowledged that they are the general partners of LANEY FUNDERBURK FAMILY, L.P., a Mississippi limited partnership, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized to do so.

*Christy M Colley*  
\_\_\_\_\_  
Notary Public

My Commission Expires MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2009  
BONDED THRU STEGALL NOTARY SERVICE



The name and address of the owner of the afordescribed easement are:

EASEMENT OWNER: United States of America [Tax Exempt - Miss. Code §27-37-301]  
Tennessee Valley Authority  
1101 Market Street, SP 3L  
Chattanooga, Tennessee 37402-2801  
Telephone: 1-888-817-5201

The names and addresses of the legal owners are:

OWNERS: R. R. Bridgforth Heirs Partnership et al. (See D.B. 173, page 729,  
3591 Bridgforth Road D.B. 174, page 1,  
Olive Branch, Mississippi 38654 D.B. 365, pages 183 and 187,  
(662) 895-2262 D.B. 374, page 290,  
D.B. 439, pages 358 and 361,  
and W.B. 21, page 261, and  
W.B. 23, page 150)

INDEXING INFORMATION: S1/2 of S1/2, Sec. 6, T2S, R6W

## EXHIBIT A

FREEPORT-MILLER  
TRANSMISSION LINE  
TAP TO WEST PLEASANT HILL SUBSTATION

R. R. Bridgforth Heirs Partnership et al

A permanent easement for transmission line purposes on, over, and across a strip of land located in Section 6, Township 2 South, Range 6 West of Desoto County, State of Mississippi as shown on sheet 9B, Revision 0 and sheet 9C, Revision 0 of US-TVA drawing LW-8034, the said strip being 75.00 feet wide, lying 37.50 feet on the right side and 37.50 feet on the left side of the centerline of the transmission line location, the centerline of the location and the end boundaries of the strip being more particularly described as follows:

Commencing at the southeast corner of Section 6, Township 2 South, Range 6 West and the northeast corner of Section 7, Township 2 South, Range 6 West; thence leaving said corner and with the south line of Section 6 and the north line of Section 7 S. 88° 38' 14" W., 430 feet to a point, said point being on the centerline of the said location at survey station 125 + 17.70; thence leaving said point and with the said centerline N. 2° 54' 00" E., 133.20 feet to a point, said point being in the south property line of the land of R. R. Bridgforth Heirs Partnership et al and in the north road right-of-way line of the land of Desoto County, Mississippi (Church Road) at survey station 126 + 50.90, said point being the point of beginning.

Thence from the point of beginning, said strip being bound on the south end by said property line and said road right-of-way line, and with the said centerline N. 2° 54' 00" E., 323.31 feet to a point, said point being a point of intersection at survey station 129 + 74.21; thence leaving said point and continuing with said centerline N. 31° 35' 15" W., 2258.56 feet to a point, said point being a point of intersection at survey station 152 + 32.77; thence leaving said point and continuing with said centerline S. 75° 31' 01" W., crossing the east-west ¼ section line of Section 6, Township 2 South, Range 6 West, 3675.22 feet to a point, said point being a point of intersection at survey station 189 + 07.99; thence leaving said point and continuing with said centerline S. 37° 08' 34" W., 415.31 feet to a point, said point being in the east property line of the land of R. R. Bridgforth Heirs Partnership et al and in the west property line of the land of Memphis Stone and Gravel Company at survey station 193 + 23.30, said property line being the west line of Section 6, Township 2 South, Range 6 West and the east line of Section 1, Township 2 South, Range 7 West, said point being N. 0° 04' 46" E., 359 feet from a property corner common between the lands of R. R. Bridgforth Heirs Partnership et al and Memphis Stone and Gravel Company, and the east line of Section 1, Township 2 South, Range 6 West, said strip being bound on the west end by said property line and said section line.

The strip of land described above includes the centerline of the transmission line location for a net distance of 6672.40 feet and contains 11.49 acres, more or less.

## EXHIBIT A (CONTINUED)

Furthermore, said permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structures located at survey stations 129 + 74.21, 152 + 32.77, and 189 + 07.99.

Furthermore, such appurtenant right, title, and interest as the owners of the above-described land may have in Tract FRMPH-10, Desoto County, Mississippi (Church Road), the adjoining road right-of-way as shown on the map referenced above.

The above described strip of land is lying entirely in the south  $\frac{1}{2}$  of the south  $\frac{1}{2}$  of Section 6, Township 2 South, Range 6 West.

Checked 6/06/06 GDB  
Checked 6/14/06 EMM