

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Helen S. Woods and husband James E. Woods, and Polly W. Bassie, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto **NORTHCENTRAL MISSISSIPPI ELECTRIC POWER ASSOCIATION** a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Byhalia, Mississippi, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of DeSoto, State of Mississippi, and more particularly described as follows:

A ten (10) feet right of way, five (5) feet on each side of conductor, as installed, beginning at existing power pole 400 ft more or less east of Hwy. 305, continuing east along south side of driveway for 500 ft more or less, then NE for 70 ft more or less to serve Lot 1 on and across Lot 2, James Woods Minor 2 Lot Subdivision situated in Section 10, Township 2 South, Range 6 West DeSoto County, MS as per plat recorded in Plat Book 108, Pages 37-38, Chancery Clerk's Office, DeSoto County, Mississippi.

This right-of-way is to allow for encroachment for guys and anchors and to construct, reconstruct, rephase, repair, operate and maintain on the above described lands and or in or upon all streets, roads or highways abutting said lands, an electric transmission and or distribution line or system; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, per it, or otherwise agree to the joint use of occupancy of the line or system by any other person, association or corporation, for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the cooperative, removable at the option of the Cooperative, upon termination of service to or said lands.

The undersigned covenant that they are the owners of the above-described lands, (and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons):

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of August, 2009.

James E. Woods
Helen S. Woods
Polly W. Bassie

PREPARED BY AND RETURN TO:
WATKINS LUDLAM WINTER & STENNIS, PA
P. O. BOX 1456
OLIVE BRANCH, MS 38654-1456
(662) 895-2996

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 19th day of August, 2009, within my jurisdiction, the within named Helen S. Woods, James E. Woods, and Polly W. Bassie, who acknowledged that he/she/they executed the above and foregoing instrument for the purposes therein stated.

Melinda A. Schmidt
NOTARY PUBLIC

My Commission Expires:

1-26-11

