

Book 2017 Page 2231  
Deed  
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Oktibbeha County, MS  
Sharon Livingston, Interim Chancery  
Clerk

DOCUMENT TYPE: GRANT OF TRANSMISSION LINE EASEMENT

Prepared by and return to:

Tennessee Valley Authority  
1101 Market Street, BR 4B  
Chattanooga, Tennessee 37402-2801  
1-888-817-5201

TVA Tract No. SPHTB-22A

GRANTOR INFO: The name(s) and address of the legal owner(s) are:

OWNER(S): C.C. Construction, LLC (See D.B. 2017, page 403)  
2576-1-US Highway 82  
Starkville, Mississippi 39759  
662-312-0074

GRANTEE INFO: The name and address of the owner of the herein described easement are:

EASEMENT OWNER: United States of America [Tax Exempt  
**Tennessee Valley Authority** Mississippi Code §27-37-301]  
1101 Market Street, BR 4B  
Chattanooga, Tennessee 37402-2801  
Telephone: 1-888-817-5201

INDEXING INSTRUCTIONS: SE 1/4 of the NW 1/4; NE 1/4 of the SW 1/4; and SE 1/4 of SW 1/4 of  
Section 14, Township 18 North, Range 13 East

## GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of THIRTY-ONE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$31,275.00), cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

C.C. CONSTRUCTION, LLC, a Mississippi limited liability company,

(hereinafter sometimes referred to as "GRANTOR") has this day bargained and sold, and by these presents does 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 conveyance of this property is deed of record in Deed Book 2017, page 403, in the office of the Chancery Court Clerk of Oktibbeha County, Mississippi.

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

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

GRANTOR agrees that the payment of the purchase price above stated is accepted by it 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.

GRANTOR, for itself, and its successors and assigns, covenants 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 agrees 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, C.C. CONSTRUCTION, LLC has caused this instrument to be executed by its duly authorized officer on this 15<sup>th</sup> day of March, 2017.

C.C. Construction, LLC

By: Bobby Atkinson  
Title: Manager

STATE OF MISSISSIPPI )  
COUNTY OF Oktibbeha ) SS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of March, 2017, within my jurisdiction, the within named Bobby Atkinson, who acknowledged that he/she is Manager of C.C. CONSTRUCTION, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Elander Michelle White  
NOTARY PUBLIC  
My Commission Expires: May 21, 2020



EXHIBIT A

STARKVILLE-PHILADELPHIA  
TRANSMISSION LINE  
TAP TO BLUEFIELD

C. C. Construction, LLC

A permanent easement for transmission line(s) purposes on, over, and across a strip of land located in Section 14, Township 18 North, Range 13 East of Oktibbeha County, State of Mississippi, as shown on sheets 5B and 5C of US-TVA drawing LW-5579, Revision 0, the said strip being 100.00 feet wide, lying 50.00 feet on the right side and 50.00 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 more particularly described as follows:

Commencing at the northwest corner of Section 14, Township 18 North, Range 13 East and the northeast corner of Section 15, Township 18 North, Range 13 East; thence leaving said corner and with the west line of Section 14, Township 18 North, Range 13 East and the east line of Section 15, Township 18 North, Range 13 East S. 00°18'00" W., 615.94 feet to a point, said point being on the centerline of the said location at survey station 136+75.04; thence leaving said point and with the said centerline N. 89°41'30" E., 2580.94 feet to a point, said point being a point of intersection at survey station 162+55.98; thence continuing with the said centerline and crossing the east-west ¼ section line of Section 14, Township 18 North, Range 13 East, S. 00°18'17" E., 1164.67 feet to a point, said point being in the north property line of the land of C. C. Construction, LLC and the south road right-of-way line of the land of Oktibbeha County, Mississippi (Old Highway 12), said point being on the centerline of the said location at survey station 174+20.65, said point being the point of beginning.

Thence from the point of beginning, said strip being bound on the north end by said property line and said road right-of-way line; thence with the said centerline and crossing the east-west ½ section line and the east-west ¼ section line of Section 14, Township 18 North, Range 13 East S. 00° 18' 17" E., 2914.71 feet to a point, said point being in a property line common between the lands of C. C. Construction, LLC and Lavell W. Brown, III et ux., said point being on the centerline of the said location at survey station 203+35.36, said strip being bound on the south end by said property line.

The strip of land described above includes the centerline of the transmission line location for a net distance of 2914.71 feet and contains 6.69 acres, more or less.

Furthermore, the above-described easement rights are acquired with respect to such appurtenant right, title and interest as the owners of the above-described land may have in Tract SPHTB-22-Oktibbeha County, Mississippi (Old Highway 12 W), the adjoining road right-of-way shown on the map referenced above.

The above described strip of land is lying partially in the southeast ¼ of the northwest ¼, the northeast ¼ of the southwest ¼ and the southeast ¼ of the southwest ¼ of Section 14, Township 18 North, Range 13 East of Oktibbeha County, State of Mississippi.



Oktibbeha County, MS  
I certify this instrument was filed  
on 03/15/2017 10:57:38 AM  
and recorded in the  
Deed  
Book 2017 Page 2231 - 2234  
Sharon Livingston, Interim Chancery  
Clerk