

Wal-Mart Line.

RIGHT-OF-WAY INSTRUMENT
ENTERGY MISSISSIPPI, INC.

KNOW ALL MEN BY THESE PRESENTS THAT: Goodman Rd./I-55 Development Co., LLC

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, Inc., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 30 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of Desoto, State of Mississippi described as follows, to-wit:

A certain parcel of land lying and being situated in the NE1/4 of Section 36, Township 1 South, Range 8 West, Desoto County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof.

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 4TH day of December, 1998.

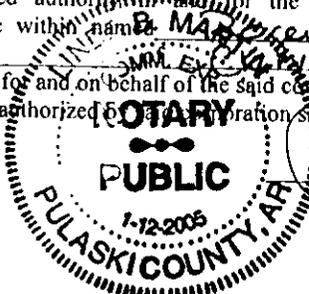
WITNESSES: Affrey D. Maxwell
[Signature]

GRANTOR: Goodman Road I-55 Development Co., LLC
By: South Lake Centre, LLC, as Administrator
By: Clary Development Corporation, its
Authorized Member
By: Roger S. Clary
Roger S. Clary, President

CORPORATE ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Pulaski

Personally appeared before me, the undersigned authority, Phil Adams for the said county and state, on this 4th day of December, 1998 within my jurisdiction, the within named Roger S. Clary, who acknowledged that (he)(she) is President of Goodman Road I-55 Development Corporation, a corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by the said corporation so to do.



[Signature]
NOTARY PUBLIC

My commission expires: 1-12-05

Prepared By: Entergy Mississippi, Inc., P.O. Box 1640, Jackson, MS 39215, Telephone (601) 969-2311
Name: Phil Adams Telephone: (601) 342-7585

STATE MS.-DESOTO CO.
FILED

MAR 29 1 49 PM '99

BK 0349 PC 0488

NO.	AREA	AREA	PERCENT	ACRES
1	LOT 1	1.00	100.00	1.00
2	LOT 2	1.00	100.00	1.00
3	LOT 3	1.00	100.00	1.00
4	LOT 4	1.00	100.00	1.00
5	LOT 5	1.00	100.00	1.00
6	LOT 6	1.00	100.00	1.00
7	LOT 7	1.00	100.00	1.00
8	LOT 8	1.00	100.00	1.00
9	LOT 9	1.00	100.00	1.00
10	LOT 10	1.00	100.00	1.00
11	LOT 11	1.00	100.00	1.00
12	LOT 12	1.00	100.00	1.00
13	LOT 13	1.00	100.00	1.00
14	LOT 14	1.00	100.00	1.00
15	LOT 15	1.00	100.00	1.00
16	LOT 16	1.00	100.00	1.00
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18	LOT 18	1.00	100.00	1.00
19	LOT 19	1.00	100.00	1.00
20	LOT 20	1.00	100.00	1.00
21	LOT 21	1.00	100.00	1.00
22	LOT 22	1.00	100.00	1.00
23	LOT 23	1.00	100.00	1.00
24	LOT 24	1.00	100.00	1.00
25	LOT 25	1.00	100.00	1.00
26	LOT 26	1.00	100.00	1.00
27	LOT 27	1.00	100.00	1.00
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29	LOT 29	1.00	100.00	1.00
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74	LOT 74	1.00	100.00	1.00
75	LOT 75	1.00	100.00	1.00
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93	LOT 93	1.00	100.00	1.00
94	LOT 94	1.00	100.00	1.00
95	LOT 95	1.00	100.00	1.00
96	LOT 96	1.00	100.00	1.00
97	LOT 97	1.00	100.00	1.00
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99	LOT 99	1.00	100.00	1.00
100	LOT 100	1.00	100.00	1.00

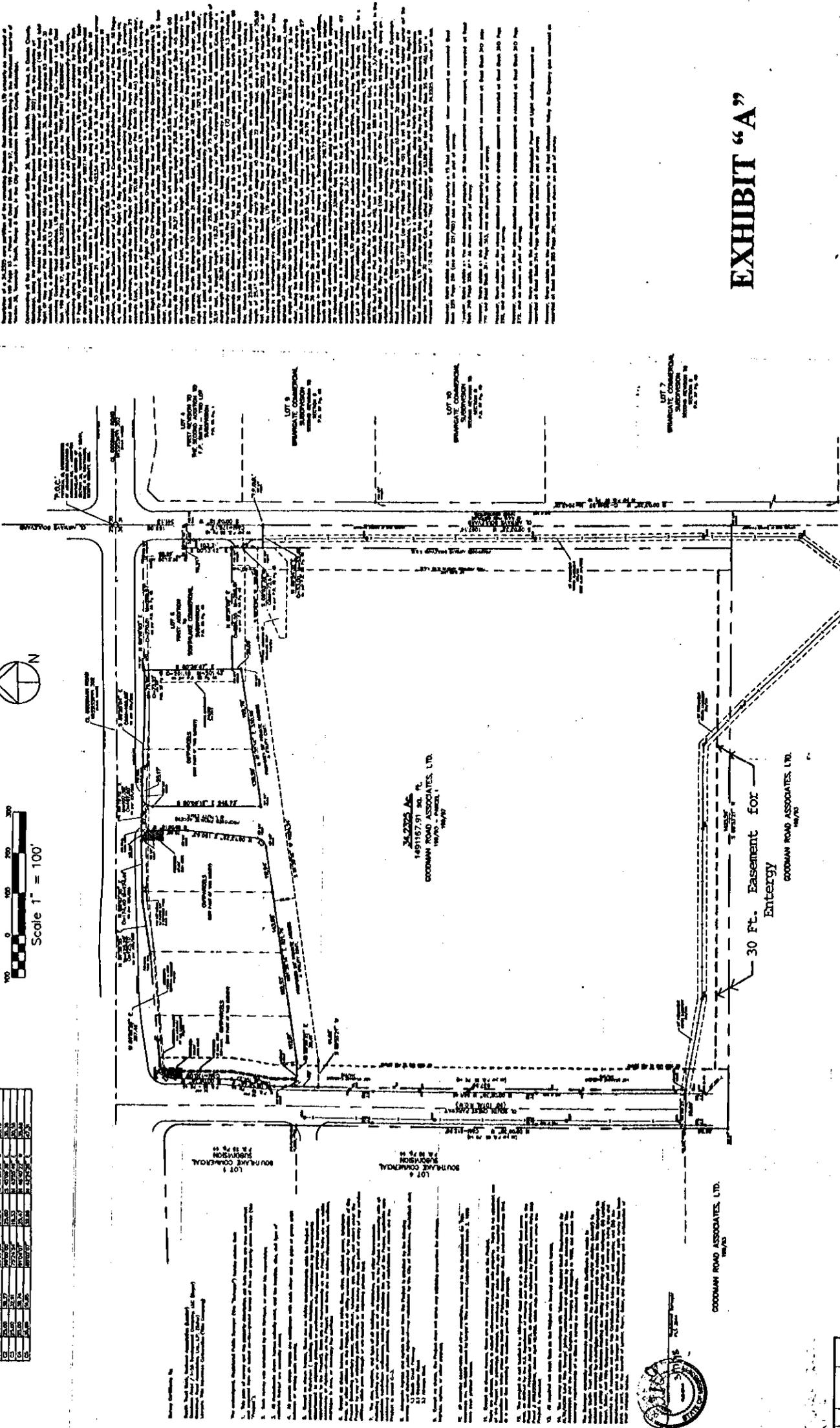


EXHIBIT "A"

PARTITION SURVEY

DONALD R. COLE & ASSOCIATES, INC.
 P.O. BOX 798 - JONES HIGHWAY 51 SOUTH STONE 7
 MEMPHIS, TENNESSEE 38104 • 901/987-0000
 ENGINEERS • LAND SURVEYING

GOODMAN ROAD ASSOCIATES, LTD.
 PROPERTY

THIS SURVEY IS A PARTITION SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE TITLED INSTRUMENT, AND IS NOT TO BE CONSIDERED AS A SURVEY OF THE WHOLE PROPERTY. THE SURVEY IS BASED UPON THE INSTRUMENT REFERRED TO AND THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THE PROPERTY. THE SURVEYOR HAS REVIEWED THE INSTRUMENT AND HAS FOUND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS DESCRIBED IN THE INSTRUMENT. THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THE PROPERTY. THE SURVEYOR HAS REVIEWED THE INSTRUMENT AND HAS FOUND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS DESCRIBED IN THE INSTRUMENT. THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THE PROPERTY. THE SURVEYOR HAS REVIEWED THE INSTRUMENT AND HAS FOUND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS DESCRIBED IN THE INSTRUMENT.

FORMED 6-3
 MIN. FRONT YARD - 30 FT.
 MIN. SIDE YARD - 10 FT.
 MIN. REAR YARD - 10 FT.
 MIN. MAX. HEIGHT - 35 FT.
 MIN. MAX. AREA - 10,000 SQ. FT.