

11/04/05 11:37:45  
BK 513 PG 615  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK**RIGHT-OF-WAY INSTRUMENT**  
**ENERGY MISSISSIPPI, INC.**

KNOW ALL MEN BY THESE PRESENTS THAT: Lela Mae Oliver Ward, Melvin Oliver, Will Oliver, Alvin Oliver, Gregory Oliver, Michael Oliver, Virdel Oliver, Earnest Oliver, Willie Louis Oliver, Charlie Louis Oliver, Charles Edward Oliver, (referred to collectively, whether one or more, as "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, do hereby grant, bargain, sell, transfer, assign, convey and warrant unto, and defend Entergy Mississippi, Inc., and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement (125) feet in width for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities, now or in the future, including, but not necessarily limited to, poles, towers, 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 (hereinafter "Grantee's facilities") over, across, under or on that land of Grantor in the County of DeSoto, State of Mississippi described as follows, to-wit:

Being a 1.516 acre parcel of land situated in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, Township 3 South, Range 8 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Oliver Green, Jr., et al, as described in Will Book 24, Page 566 and Deed Book 229, Page 79, in the Chancery Clerk's Office of DeSoto County, Mississippi. Said parcel of land being more particularly described as follows:

COMMENCING at a one half (1/2) inch iron pipe found marking the Southwest corner of Lot 27, Sunset Farms, Section "A", being a subdivision, as recorded in Plat Book 71, Pages 11 - 13 in the Chancery Clerk's Office of said DeSoto County;

Thence run North, 6,119.70 feet to a point;

Thence run West, 45.82 feet to a point on the East line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of aforesaid Section 4 and the South line of the above referenced "Green" tract, same being the Southeast corner and the POINT OF BEGINNING of the herein described parcel; Thence leaving said East line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), run South 89° 03' 47" West, along said South line, 125.00 feet to a point;

Thence leaving said south line, run North 00° 38' 42" West, 529.16 feet to a point on the North line of aforesaid "Green" tract, same being the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of aforesaid Section 4;

Thence run North 89° 35' 57" East, along said North line, 125.00 feet to a point on the aforesaid East line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4;

Thence leaving said North line, run South 00° 38' 42" East, along said East line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, 527.99 feet to the POINT OF BEGINNING, containing 1.516 Acres (66,072 square feet), more or less.

(FOR PLAT DEPICTING THE ABOVE DESCRIBED SERVITUDE SEE EXHIBIT "A" ATTACHED  
HERETO AND MADE PART HEREOF.)

Grantor hereby grants to Grantee the rights of ingress and egress at any time, without notice, to, from, or along said right-of-way across the adjoining land of the Grantor, including, but not limited to, the passage of vehicles and equipment upon said right-of-way; the right to install, extend and maintain guy wires and anchors beyond the limits of said right-of-way; and the right of Grantee to assign, license, and otherwise permit others to use in whole or part any or all of the rights, easements, servitudes, privileges and appurtenances granted herein.

Grantee shall have the full and continuing right, without further compensation, 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 Grantee's 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. As used in this paragraph, "hazard" includes any trees, limbs, and/or vegetation that Grantee determines are tall enough that if they fell may strike, hit, or come in contact with any of Grantee's facilities. Payment for the first cutting of trees, limbs, and other vegetation outside of the right-of-way is included in the initial consideration paid to Grantor. Grantee shall pay to Grantor, or Grantor's successor in title, the reasonable market value, as timber, of such trees when removed in the future outside of the said right-of-way.

George Wald, Jr.  
2821 Richland Ave., Ste 202  
Metairie, LA  
70002

Grantee shall pay Grantor for physical damages to Grantor's buildings or other structures located outside said right-of-way and to Grantor's growing annual crops, road, bridges and fences caused by the construction and maintenance of Grantee's facilities.

Grantor retains the right to use for Grantor's own purposes the land covered by the said right-of-way so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

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, water impoundment, excavation 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 6th day of October, 2005.

WITNESSES:

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PRINT NAME: \_\_\_\_\_

GRANTOR:

\_\_\_\_\_  
Green Oliver, Jr

GRANTOR:

\_\_\_\_\_  
Lela Mae Oliver Ward

GRANTOR:

\_\_\_\_\_  
Melvin Oliver

GRANTOR:

\_\_\_\_\_  
Will Oliver

GRANTOR:

\_\_\_\_\_  
Alvin Oliver

WITNESSES:

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

WITNESSES:

*Nancy Kasten*  
PRINT NAME: *Nancy Kasten*

*Cassandra Oliver*  
PRINT NAME: *Cassandra Oliver*

WITNESSES:

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

GRANTOR:

\_\_\_\_\_  
Gregory Oliver

GRANTOR:

*Michael Oliver*  
\_\_\_\_\_  
Michael Oliver

*Social Sec. #414-04-3628*

GRANTOR:

\_\_\_\_\_  
Virdel Oliver

GRANTOR:

\_\_\_\_\_  
Earnest Oliver

GRANTOR:

\_\_\_\_\_  
Willie Louis Oliver

GRANTOR:

\_\_\_\_\_  
Charlie Louis Oliver

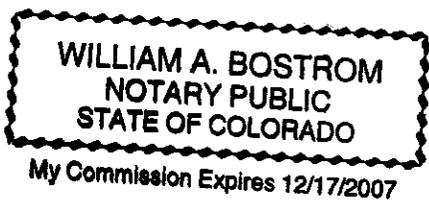
GRANTOR:

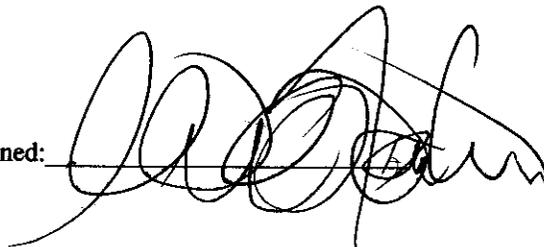
\_\_\_\_\_  
Charles Edward Oliver

ACKNOWLEDGMENT

STATE OF Colorado  
COUNTY OF Denver

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of October, 2005, within my jurisdiction, Michael Oliver, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he/she saw the above named Michael Oliver ("Grantor"), whose name is subscribed thereto, sign and deliver the same to Entergy Mississippi, Inc. and that the affiant subscribed his/her name as witness thereto in the presence of Grantor.



Signed:   
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Prepared By: Entergy Mississippi, Inc., P.O. Box 1640, Jackson, MS 39215

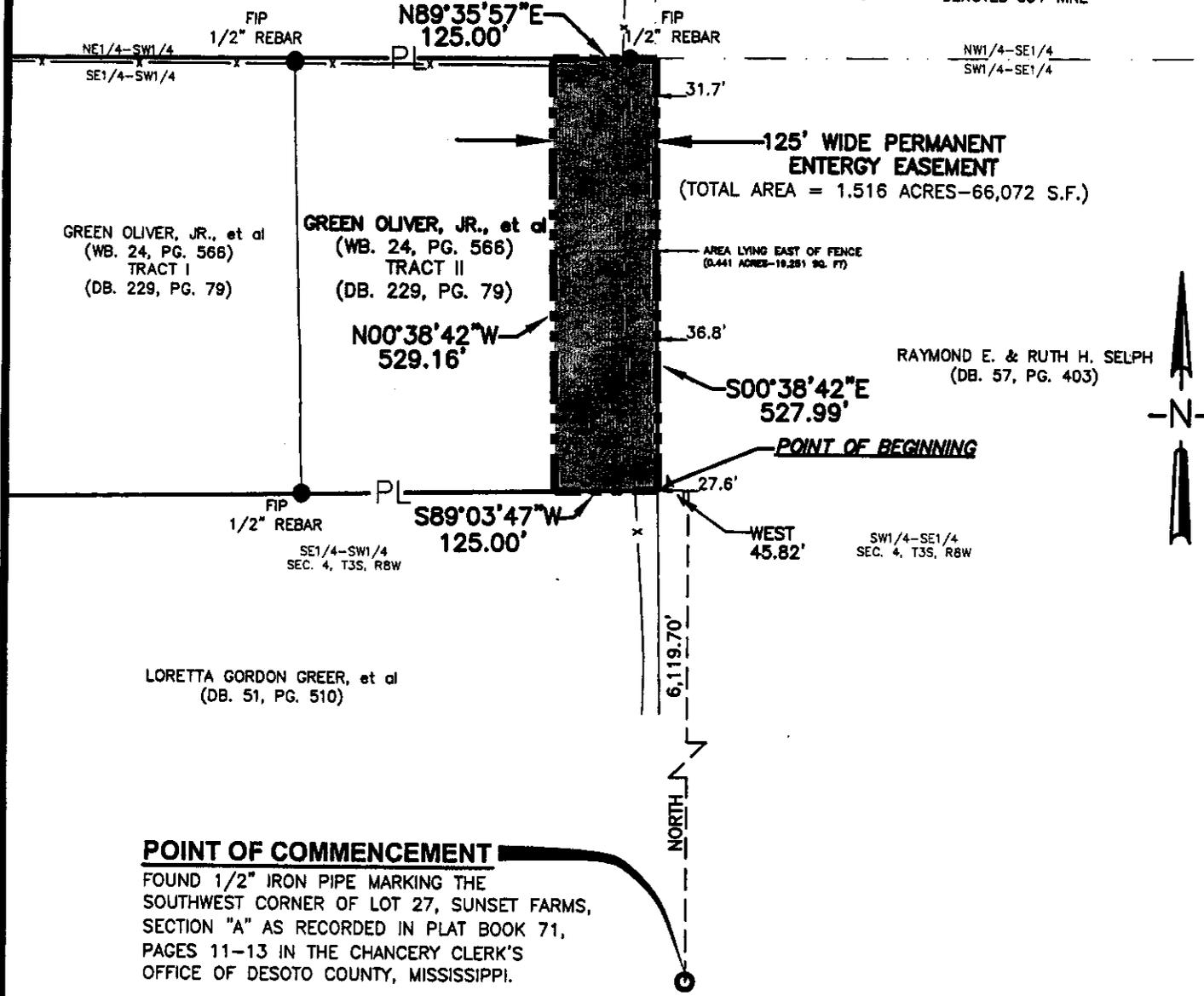
Name: Joel Flowers

Telephone: 601-573-9516

(Rev. 1/24/97 EMI)

SPARKS LAND COMPANY, INC.  
(DB. 181, PG. 203)

- FIP DENOTES FOUND IRON PIN
- SIR DENOTES SET 1/2" IRON REBAR
- x—x— DENOTES FENCE LINE
- o—o— DENOTES OVERHEAD POWER LINE
- ~ ~ ~ DENOTES TREE LINE
- ⊕ DENOTES UTILITY POLE
- DENOTES GUY WIRE



**POINT OF COMMENCEMENT**

FOUND 1/2" IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 27, SUNSET FARMS, SECTION "A" AS RECORDED IN PLAT BOOK 71, PAGES 11-13 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

Survey Class " B "

This property is situated in Zone " X ", areas determined to be outside the 500-year Flood Plain, according to Flood Insurance Rate Map Community Panel Number 28033c0105 D, Dated May 3, 1990.

Bearings shown hereon are derived from performing GPS observations and based upon the North American Datum 1983 (NAD83), Mississippi State Plane Coordinate System, West Zone.

Said parcel may be subject to recorded, unrecorded or mis-indexed instruments or facts which would be revealed by a complete title examination of said parcel.

**EXHIBIT "A"**  
**PARCEL NO. 15**

ENTERGY MISSISSIPPI, INC. EASEMENT = 1.516 ACRES (66,072 SQ. FT.)

<b>ENTERGY MISSISSIPPI, INC.</b>		
<b>GREEN OLIVER, JR., et al</b>		
SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI		
<b>WAGGONER ENGINEERING, INC.</b> Consulting Engineers 143-A LeFleurs Square - Jackson, Mississippi 39211 - (601)355-9526		
DRAWN BY: RH	REVISED DATE: 1/28/05 DATE: 9/2/04	<b>SHEET NUMBER</b>  <b>1 OF 1</b>
REVIEWED BY: J.W.M.	SCALE: 1" = 200'	