

STATE OF MISSISSIPPI

Indexing Instructions: 2083-0700.0-00006.00

Line/Project Identification: _____

COUNTY OF Desoto

RIGHT-OF-WAY INSTRUMENT
ENTERGY MISSISSIPPI, INC.

KNOW ALL MEN BY THESE PRESENTS THAT: Joseph G. Austin, Jr., et al

(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, does hereby grant, bargain, sell, transfer, assign, convey and warrant unto, and defend Entergy Mississippi, Inc., and its successors and assigns (collectively "Grantee"), a non-exclusive right-of-way, servitude and easement 125 feet in width (see attached exhibit "B") 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:

Situated in the Northeast 1/4 and the Northwest 1/4 of Section 7, Township 2 South, Range 8 West, Desoto County, Mississippi and recorded in Will Book 15-page 455, at the Office of the Chancery Clerk of Desoto County, Mississippi

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 or 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.

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 the Right-of-Way for Grantor's own purposes, including but not limited to the right to grant additional rights of way over, upon and across the land covered by the said right-of-way and construction of any and all roads and bridges used for transportation or future development so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

U.S. Wetlands Solutions

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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 14th day of August, 2008.

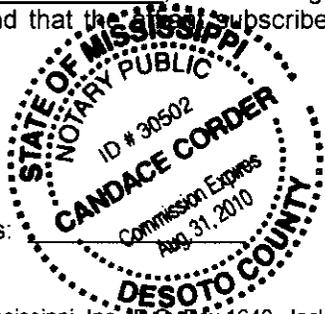
WITNESSES:
[Signature]
[Signature]

GRANTOR:
[Signature]
[Signature]

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF: DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this day 14th of August, 2008, within my jurisdiction, Teresa Tedford, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that (he)(she) saw the within (or above) named William H. Austin, Jr. Joseph G. [unclear] ("Grantor"), whose name is subscribed thereto, sign and deliver the same to Entergy Mississippi, Inc., (or that he/she heard [unclear] acknowledge that he/she signed and delivered the same to Entergy Mississippi, Inc.; and that the [unclear] subscribed (his) (her) name as witness thereto in the presence of Grantor.



Signed: [Signature]
NOTARY PUBLIC

Commission expires:

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

Name: Steve Tacker

Telephone: 901-378-0923

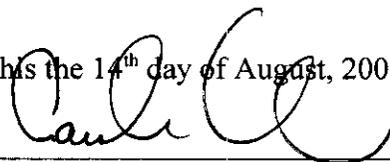
(Rev. 1/24/97 EMI)

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the within named, William H. Austin, Jr. and Joseph G. Austin, who acknowledged that they signed and delivered the above and foregoing instrument as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office, this the 14th day of August, 2008.



NOTARY PUBLIC

My Commission expires:

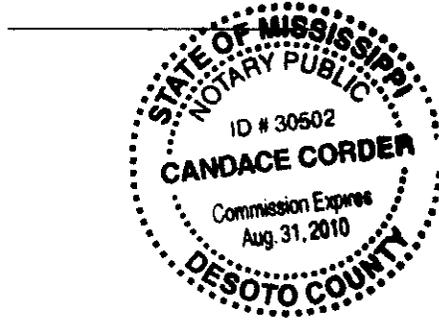


EXHIBIT "B"

LEGAL DESCRIPTION

ENTERGY PARCEL NUMBER 10

TAX PARCEL NUMBER: 2083-0700.0-00006.00

PERMANENT ONE HUNDRED TWENTY-FIVE FOOT WIDE ENTERGY EASEMENT

BEING A PERIMETER DESCRIPTION OF A PROPOSED ONE HUNDRED TWENTY-FIVE (125) FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT ACROSS PART OF THE JOSEPH G. AUSTIN, JR. ET AL PROPERTY OF RECORD IN WILL BOOK 15 - PAGE 455 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPOSED EASEMENT TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS "PERMANENT ONE HUNDRED TWENTY-FIVE FOOT WIDE ENTERGY EASEMENT", SAID PERMANENT ONE HUNDRED TWENTY-FIVE FOOT WIDE ENTERGY EASEMENT BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 2 SOUTH, RANGE 8 WEST, ALL IN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE QUARTER CORNER OF SAID SECTION 7, SAID QUARTER CORNER AS EVIDENCED BY A FOUND T POST HAVING MISSISSIPPI STATE PLANE COORDINATES OF NORTHING 1,974,065.07 FEET AND EASTING 2,370,340.65 FEET (SEE COORDINATE NOTE BELOW); THENCE ALONG THE PERIMETER OF SAID PERMANENT ONE HUNDRED TWENTY-FIVE FOOT WIDE ENTERGY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 89 DEGREES 46 MINUTES 51 SECONDS WEST - 2,520.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI HIGHWAY 301 (PUBLIC, PAVED ROAD - WIDTH VARIES PER FINAL PLANS OF FEDERAL AID PROJECT NUMBER MASTP-030-1(5) [PERMANENT ENTERGY EASEMENT IS 50 FEET SOUTH OF CONSTRUCTION CENTERLINE ALONG THIS CALL]; THENCE NORTH 01 DEGREES 28 MINUTES 01 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI HIGHWAY 301 - 125.03 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 51 SECONDS EAST (LEAVING SAID EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI HIGHWAY 301) A DISTANCE OF 2,531.61 FEET [PERMANENT ENTERGY EASEMENT IS 75 FEET NORTH OF CONSTRUCTION CENTERLINE ALONG THIS CALL] TO THE WESTERLY DEED LINE OF THAT PROPERTY VESTED AS FOLLOWS: 1/3 UNDIVIDED INTEREST TO MYFIS C. WIMS, JR. AND WIFE, ANGELA D. WIMS OF RECORD IN WARRANTY DEED AT BOOK 505 - PAGE 615, AND 1/3 UNDIVIDED INTEREST TO ROBERT D. BLOCK OF RECORD IN WARRANTY DEED AT BOOK 505 - PAGE 612, AND THE REMAINING 1/3 INTEREST TO PHILLIP M. CAMPBELL OF RECORD IN WARRANTY DEED AT BOOK 505 - PAGE 607, AND COLLECTIVELY BEING TAX PARCEL 2083-0700.0-00006.04; THENCE SOUTH 03 DEGREES 43 MINUTES 22 SECONDS WEST ALONG THE WESTERLY LINE OF SAID TAX PARCEL 2083-0700.0-00006.04 A DISTANCE OF 125.30 FEET TO THE POINT OF BEGINNING.

PERMANENT ONE HUNDRED TWENTY-FIVE FOOT WIDE ENTERGY EASEMENT CONTAINING 315,743 SQUARE FEET OR 7.248 ACRES, MORE OR LESS.

ABOVE DESCRIBED PERMANENT ONE HUNDRED TWENTY-FIVE FOOT WIDE ENTERGY EASEMENT IS VACANT LAND.

BY GRAPHIC DETERMINATION, THE ABOVE DESCRIBED PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT LIES WITHIN THE LIMITS OF THE SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD, PER FIRM/FEMA MAP NUMBER 28033C0065G, MAP REVISED JUNE 4, 2007.

ALL MATTERS OF PUBLIC RECORD ARE RECORDED AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. ONLY THOSE MATTERS OF PUBLIC RECORD FURNISHED TO THE SURVEYOR BY ENTERGY MISSISSIPPI, INC. ARE SHOWN ON THIS SURVEY.

ALL REFERENCES TO GRID BEARINGS AND MISSISSIPPI STATE PLANE GRID COORDINATES AS INDICATED IN THIS LEGAL DESCRIPTION AND ON THE ACCOMPANYING SURVEY EXHIBIT ARE UNADJUSTED, NAD 83 - WEST ZONE, SURVEY FEET, WITH A CONVERGENCE ANGLE OF 00 DEGREES 07 MINUTES 51 SECONDS AND A COMBINED FACTOR OF 0.999950075 AT THE POINT OF COMMENCEMENT OF LEGAL DESCRIPTION. GRID COORDINATE VALUES WERE DETERMINED BY GLOBAL POSITIONING SURVEY (GPS) OBSERVATION AND OPUS SOLUTION.

