

9/08/11 12:53:41  
DK W BK 665 PG 234  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**INDEXING INSTRUCTIONS:** Situated in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 2 South, Range 8 West, Desoto County, Mississippi and being out of and a part of a tract of land conveyed to Dean Road, LLC and described in Deed Book 413, Page 491 in the Chancery Clerk's Office of Desoto County, Mississippi.

**GRANTEE, PREPARED BY AND RETURN TO:**

Entergy Transmission  
Jeff Flowers M-THQ 2-D  
P. O. Box 1640  
Jackson, MS 39215  
601-985-2895

**GRANTOR(S) ADDRESS:**

Dean Road, LLC  
P.O. Box 772009  
Memphis, TN 38177  
901-488-8838

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Line/Project Identification: Getwell Substation-Church RD

**RIGHT-OF-WAY INSTRUMENT**  
**ENERGY MISSISSIPPI, INC.**

KNOW ALL MEN BY THESE PRESENTS THAT: Dean Road, LLC (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 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 1.418 acres parcel of land Situated in the NW1/4 of the SE1/4 of Section 27, Township 2 South, Range 8 West, Desoto County, Mississippi and being out of and a part of that certain tract of land as described in Deed Book 413 Page 491, within the Chancery Clerk's Office of Desoto County, Mississippi. Said parcel of land being more particularly described as shown on the attached Exhibits "A" & "B" and made part hereof.

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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; 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 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.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 7<sup>th</sup> day of September, 2011.

GRANTOR:

DEAN ROAD, LLC, a Member Managed  
Mississippi Limited Liability Company, by and  
Through Cherry Tree Land Co., LLC, its Member

Ramon E. Fracchia  
By: RAMON E. FRACCHIA, as Chief Manager  
of CHERRY TREE MANAGEMENT CO., LLC, a  
Mississippi Limited Liability Company, the  
Manager of CHERRY TREE LAND CO., LLC

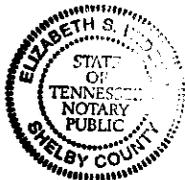
**ACKNOWLEDGMENT**

STATE OF TENNESSEE  
COUNTY OF SHELBY

I hereby certify that on this day before me, a Notary Public, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared **Ramon E. Fracchia**, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he is the Chief Manager of Cherry Tree Management Co., LLC, a Mississippi Limited Liability Company, which Limited Liability Company is the Manager of Cherry Tree Land Co., LLC, a Manager Managed Mississippi Limited Liability Company, which Limited Liability Company is the Member of Dean Road, LLC, a Member Managed Mississippi Limited Liability Company, and that as such Chief Manager, after being duly authorized to do so and being informed of the contents of the same and in his capacity as Chief Manager, he voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 7 day of Sept., 2011.

My commission expires:  
10-24-2012



Elizabeth S. [Signature]  
NOTARY PUBLIC

**EXHIBIT "A"**

DK W BK 665 PG 236

**PARCEL 18A**

**ENTERGY MISSISSIPPI, INC.  
ONE-HUNDRED AND TWENTY-FIVE (125) FOOT WIDE EASEMENT**

**DEAN ROAD, LLC  
(DB. 413, PG. 491)**

Being a parcel of land situated in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 2 South, Range 8 West, DeSoto County, Mississippi and being out of and a part of a tract of land conveyed to Dean Road, LLC and described in Deed Book 413, Page 491 in the Chancery Clerk's Office of DeSoto County, Mississippi and being more particularly described as follows:

COMMENCING at a found 1" Iron pipe marking the Southeast corner of Section 26, Township 2 South, Range 8 West, Desoto County, Mississippi.

THENCE run West, 7,245.60 feet to a point;

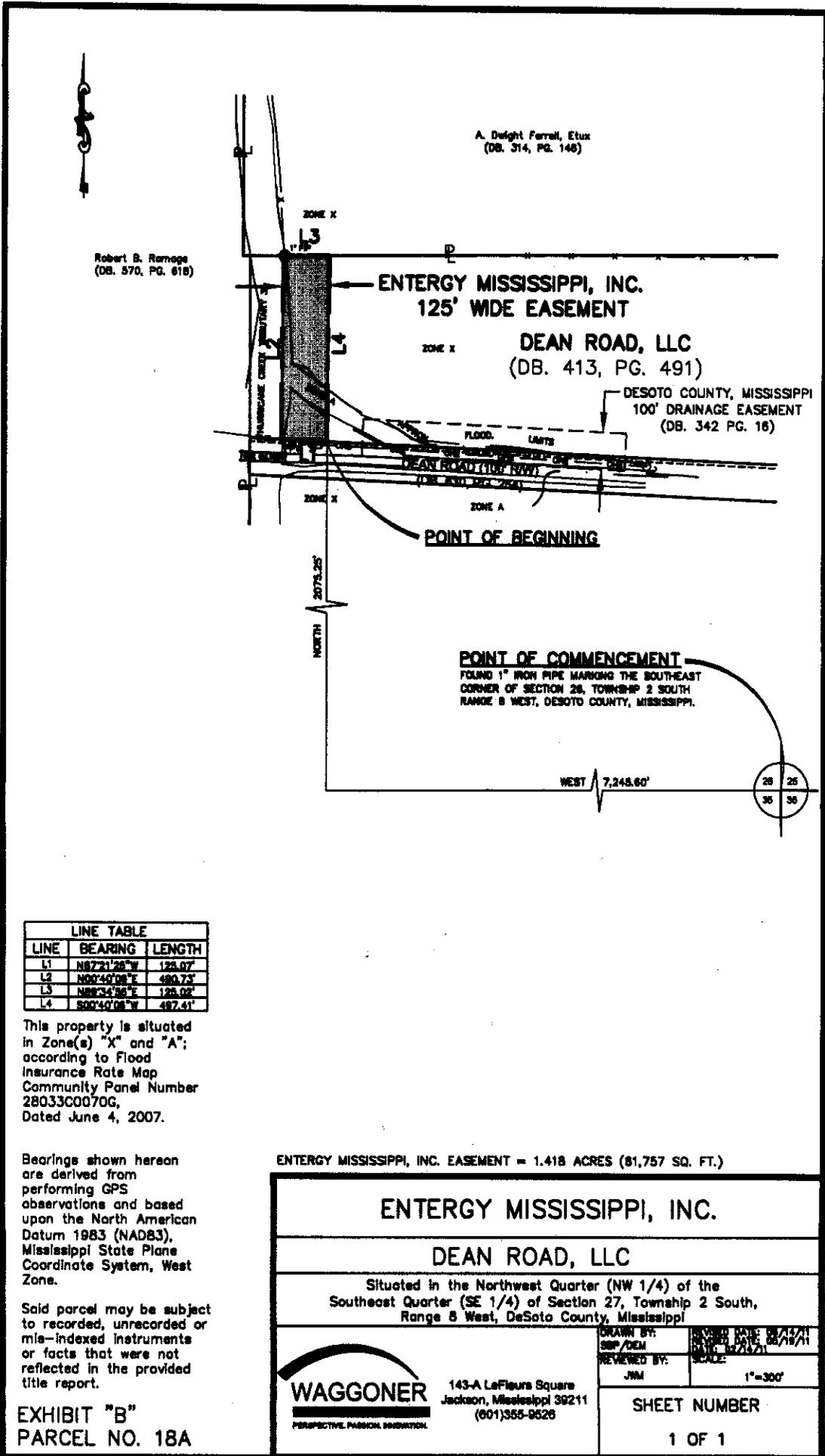
THENCE run North, 2,075.25 feet to a point on the North right-of-way line of Dean Road (100' right-of-way), as now laid out and in use. Said point also being the Southeast corner and POINT OF BEGINNING for the herein described one-hundred and twenty-five (125) foot wide easement;

THENCE along said North right-of-way line, run North 87° 21' 25" West, 125.07 feet to a point;

THENCE leaving said North right-of-way line, run North 00° 40' 06" East, 490.73 feet to a point on the North line of said "Dean Road" tract;

THENCE along said North line, run North 89° 34' 56" East, 125.02 feet to a point;

THENCE leaving said North line, run South 00° 40' 06" West, 497.41 feet to the POINT OF BEGINNING, containing 1.418 acres, (61,757 square feet), more or less



Robert B. Ramage  
(DB. 570, PG. 618)

A. Deight Ferrall, Etux  
(DB. 314, PG. 148)

**ENTERGY MISSISSIPPI, INC.**  
**125' WIDE EASEMENT**

**DEAN ROAD, LLC**  
(DB. 413, PG. 491)

DESOTO COUNTY, MISSISSIPPI  
100' DRAINAGE EASEMENT  
(DB. 342 PG. 16)

**POINT OF BEGINNING**

**POINT OF COMMENCEMENT**  
FOUND 1" IRON PIPE MARKING THE SOUTHEAST  
CORNER OF SECTION 26, TOWNSHIP 2 SOUTH  
RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°21'28"W	125.07'
L2	N00°40'08"E	490.73'
L3	N88°24'36"E	125.02'
L4	S00°40'08"W	487.41'

This property is situated in Zone(s) "X" and "A"; according to Flood Insurance Rate Map Community Panel Number 28033C0070G, Dated June 4, 2007.

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 that were not reflected in the provided title report.

**EXHIBIT "B"**  
**PARCEL NO. 18A**

ENTERGY MISSISSIPPI, INC. EASEMENT = 1.418 ACRES (81,757 SQ. FT.)

<b>ENTERGY MISSISSIPPI, INC.</b>	
<b>DEAN ROAD, LLC</b>	
Situated in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 2 South, Range 8 West, DeSoto County, Mississippi	
 <b>WAGGONER</b> <small>PERSPECTIVE. PASSION. INNOVATION.</small>	DRAWN BY: SFP/DEM REVIEWED BY: JMM DATE: 06/14/11 SCALE: 1"=300'
	143-A LaFleurs Square Jackson, Mississippi 39211 (601)555-9826
<b>SHEET NUMBER</b>	
<b>1 OF 1</b>	