

9/08/11 12:56:50
DK W BK 665 PG 252
DESOTO COUNTY, MS
M.E. DAVIS, CH CLERK

INDEXING INSTRUCTIONS: Situated in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 35, Township 2 South, Range 8 West, Desoto County, Mississippi and being out of and a part of a tract of land conveyed to Gray Lake North, LLC, and described in Deed Book 413, Page 495 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:

Gray Lake North, 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
ENTERGY MISSISSIPPI, INC.

KNOW ALL MEN BY THESE PRESENTS THAT: Gray Lake North, 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 0.005 acre parcel of land Situated in the NE1/4 of the NE1/4 of Section 35, 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 495, 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 7th day of September, 2011.

GRANTOR:

GRAY LAKE NORTH, 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 Gray Lake North, 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 Widdop
NOTARY PUBLIC

EXHIBIT "A"

PARCEL 21

**ENTERGY MISSISSIPPI, INC.
VARIABLE WIDTH EASEMENT**

DESOTO COUNTY, MS

DK W BK 665 PG 254

GRAY LAKE NORTH, LLC
(DB. 413, PG. 495)

Being a parcel of land situated in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 35, Township 2 South, Range 8 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Gray Lake North, LLC, as described in Deed Book 413, Page 495, in the Chancery Clerk's Office of DeSoto County, Mississippi. Said parcel of land being more particularly described as follows:

BEGINNING at a 1 inch steel pipe found marking the corner common to Sections 25, 26, 35 and 36, Township 2 South, Range 8 West, DeSoto County, Mississippi;

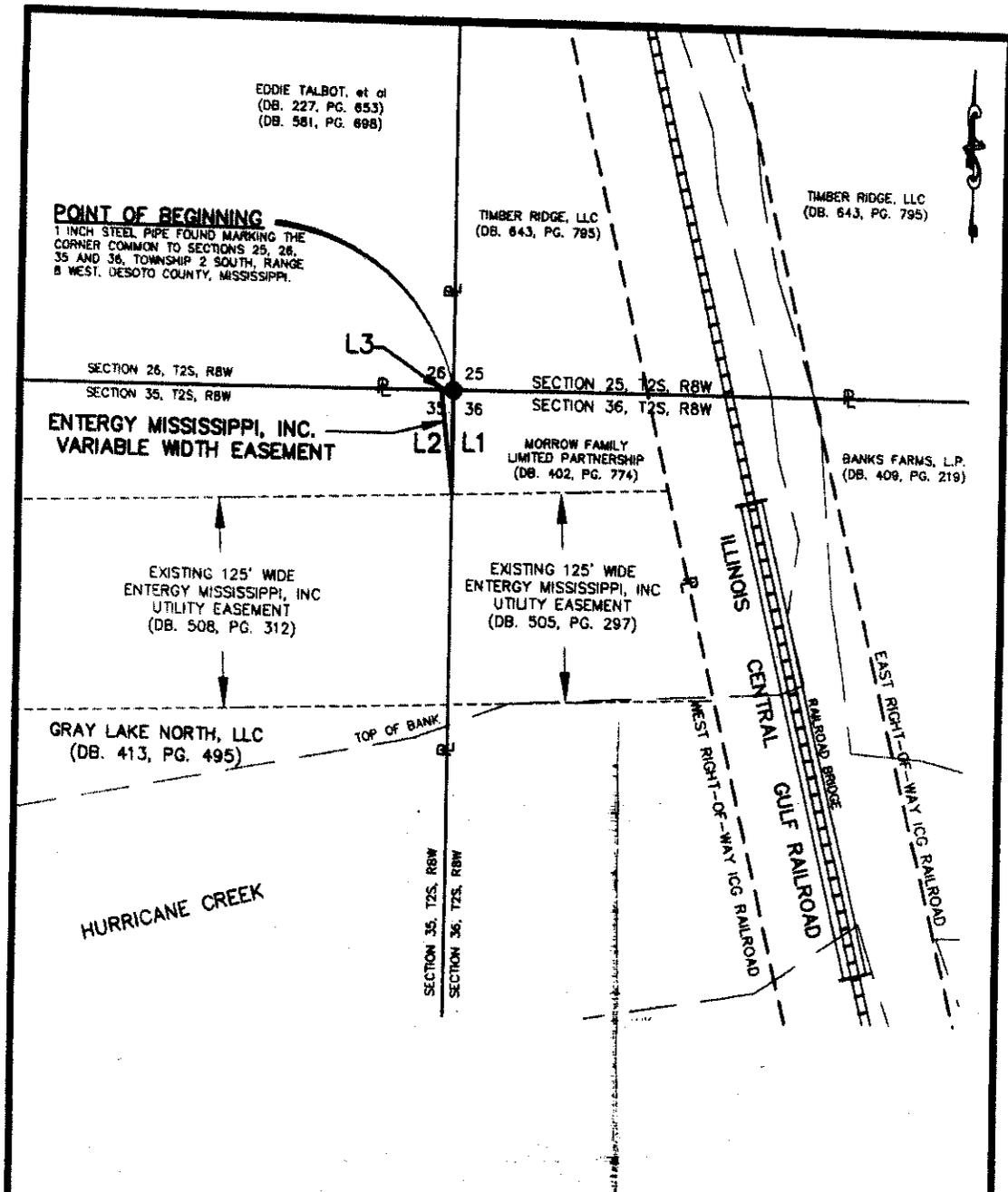
THENCE along the East line of said Section 35, run South 00°13'14" West, 61.26 feet to a point;

THENCE leaving said East line, run North 06°45'20" West, 61.68 feet to a point on the North common line of the above referenced "Gray Lake North" tract and the aforesaid Northeast Quarter (NE 1/4) of Section 35;

THENCE along said common line, run North 89°46'30" East, 7.49 feet to the Point of Beginning, containing 0.005 Acres, (229 Square Feet), more or less.

Waggoner Engineering, Inc.
143A LeFleurs Square
Jackson, MS 39211
(601)355-9526

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This property is situated in Zone(s) "AE", area lying within the 100-year flood with a base flood elevation determined, according to Flood Insurance Rate Map Community Panel Number 28033C0207G, Dated July 4, 2007.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°13'14"W	61.28'
L2	N06°45'30"W	61.68'
L3	N89°46'30"E	7.49'

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. 21

ENTERGY MISSISSIPPI, INC. EASEMENT = 0.005 ACRES (229 SQ. FT.)

ENTERGY MISSISSIPPI, INC.					
GRAY LAKE NORTH, LLC					
Sited in the Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) Section 35, Township 2 South, Range 8 West, DeSoto County, Mississippi					
 <p>WAGGONER 143-A LeFleurs Square Jackson, Mississippi 39211 (801)355-9526</p>	<table border="1"> <tr> <td>DRAWN BY: RH</td> <td>DATE: 2/10/11</td> </tr> <tr> <td>REVIEWED BY: JWM</td> <td>SCALE: 1"=80'</td> </tr> </table>	DRAWN BY: RH	DATE: 2/10/11	REVIEWED BY: JWM	SCALE: 1"=80'
DRAWN BY: RH	DATE: 2/10/11				
REVIEWED BY: JWM	SCALE: 1"=80'				
SHEET NUMBER					
1 OF 1					