10/25/11 1:31:17 SS
DK W BK 668 PG 380 SS
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**INDEXING INSTRUCTIONS: Situated in the Northeast Quarter (NE ¼) of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi, and being out of and a part of a tract of land conveyed to Banks Farms, L.P., as described in Deed Book 409, Page 219, in the Chancery Clerk's Office of DeSoto County, Mississippi.**

**PREPARED BY AND RETURN TO:**
Entergy Transmission Right-of-Way
Attn: Jeff Flowers, M-THQ-2D
P.O. Box 1640
Jackson, MS 39215
601-985-2894

**GRANTOR:**
Banks Farms, L.P.
3233 West Oak Grove Rd.
Hernando, MS 38632
662-429-6331

**GRANTEE:**
Entergy Mississippi, Inc.
P.O. Box 1640
Jackson, MS 39215
601-985-2894

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Line/Project Identification: Getwell Substation to Church Road

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

KNOW ALL MEN BY THESE PRESENTS THAT: Banks Farms, L.P., its successors and assigns (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 0.777 acre parcel of land (Easement "A") situated in the Northeast ¼ of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi, and a 3.280 acre parcel of land (Easement "B") situated in the N ½ of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi, and both parcels being out of and a part of that certain tract of land conveyed to Banks Farms, L.P., as described in Deed Book 409 Page 219, in the Chancery Clerk's Office of DeSoto County, Mississippi. Said parcels 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 for the construction and maintenance rights only to use in whole or part any or all of the rights, easements, servitudes, privileges or appurtenances granted herein but only for the above-referenced purposes. This Right of Way Instrument is limited to Entergy Mississippi, Inc. only and no other utilities may use this easement unless Banks Farms LP gives written permission to do so.

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. Grantee shall have the right, but not the duty, to repair and maintain the north bank of nearby Hurricane Creek at Grantee's expense as necessary to eliminate or prevent erosion and protect and maintain the integrity of the said right-of-way and Grantee's facilities. Grantor, its successors and assigns will not be liable for any ditch bank erosion or any damage done thereby to the said right-of-way or 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, or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor hereby reserves the right to construct, maintain, repair, and/or relocate present and future erosion control structures, including, but not limited to water impoundment structures, sediment basins, drainage pipes and culverts over, under, across, on and/or through the land covered by the said right-of-way so long as the exercise of such right does not interfere with Grantee's use of said right-of-way and other rights herein granted. This easement will not prohibit present or future driveways, parking areas, entrances, erosion control structures or ditches on Grantor's property that lies within this easement so long as such uses do not interfere with Grantee's use of said easement. Any and all work done by Grantee for maintenance, relocation, or repair to Grantee's facilities in this easement that involves disturbance of any such present or future driveways, parking areas, entrances, erosion control structures and/or ditches will be done at Grantee's expense, and Grantee shall restore any such driveways, parking areas, entrances, erosion control structures and/or ditches as close as reasonably practicable to their prior condition with all costs for such restoration to be borne by Grantee. 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 the event Grantee removes its facilities, Grantee will provide a release of this instrument upon the request of the property owner, and the property and right-of-way rights shall revert back to Grantor or its assigns, unless and except when such removal is done for purposes of relocation, improvements, repair, or reconstruction. Other utilities may be involved in, around, near, on, or in close proximity to this easement and right-of-way, and it is specifically the responsibility of the Grantee to discover, find, reveal, disclose, and notify such utilities if necessary and appropriate and to coordinate all the construction, operations, maintenance, replacement, and/or repairs of Grantee's facilities with any and all such other utilities. Grantor will not be liable in any way for damage done by Grantee to any other utility or Grantee's facilities or personnel in the construction, maintenance, or removal of Grantee's facilities.

The Grantee shall indemnify and hold harmless Banks Farms LP and/or any of its principals, from any and all liability which it may incur and any and all losses or damages which it may suffer as a result of the Grantee's exercise of its rights under this easement, including any liability, losses, damages, fines, penalties and attorney's fees resulting from any personal injury or damage to property arising out of the construction, inspection, operation, maintenance, repair, replacement, or removal of the above described power line and the removal of any timber undergrowth or other obstruction on the property which is subject to this Right-of-Way Instrument, except to the extent of the negligence or willful misconduct of Grantor or any of its officers, directors, employees, representatives, affiliates, successors or assigns. This provision is intended to be interpreted liberally and so as to fully indemnify and hold harmless Grantor for any and all injuries of any kind or nature.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 24 day of October, 2011.

GRANTOR:
BANKS FARMS, L.P.

By: Daniel W LeBlond
Daniel W. LeBlond, Jr.
General Partner

**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

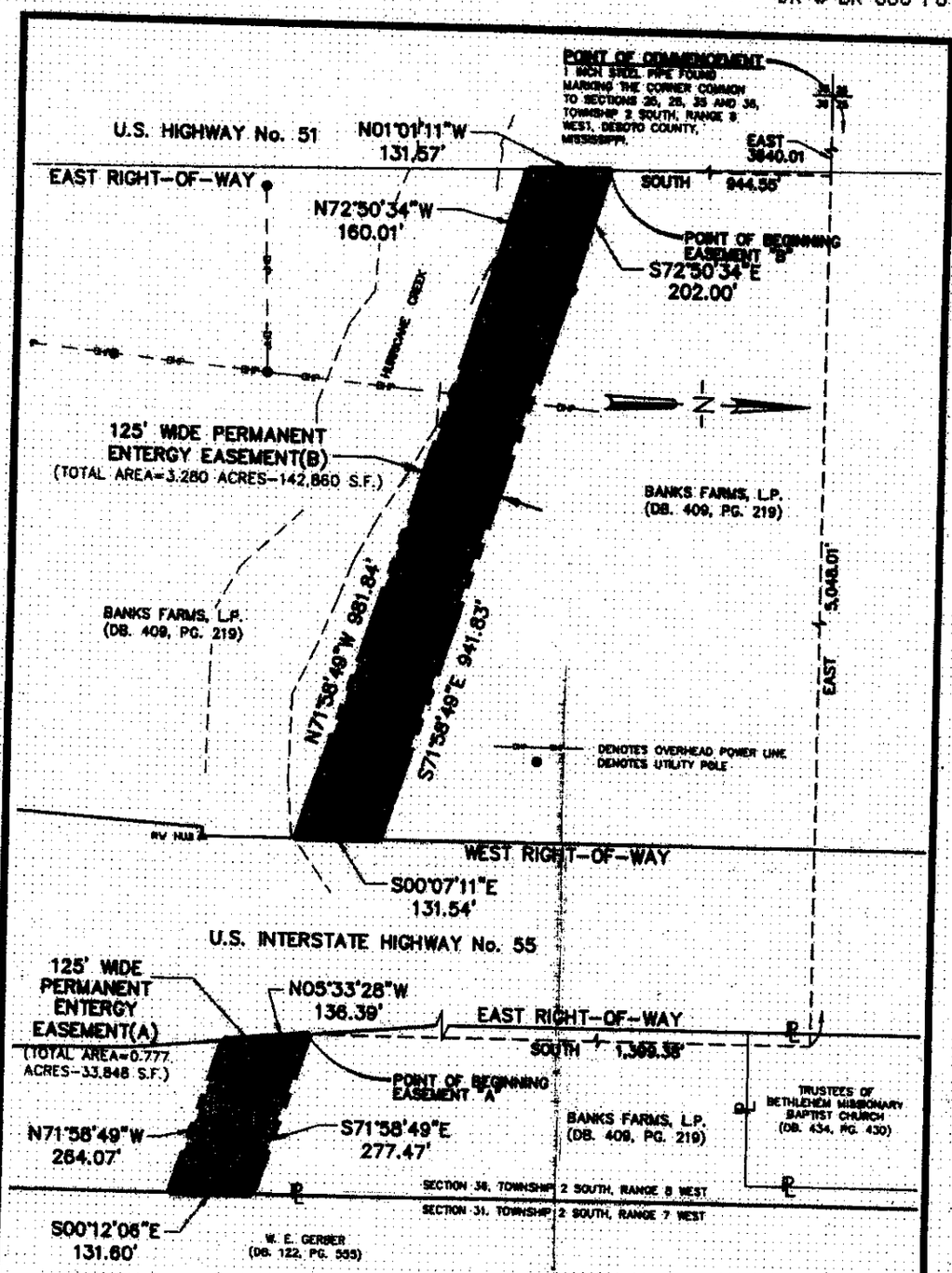
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of October, 2011, within my jurisdiction, the within named Daniel W. LeBlond, Jr., who acknowledged that he is General Partner of Banks Farms, L.P., a Mississippi limited partnership, and that for and on behalf of the said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Nikki Totoro Henning
NOTARY PUBLIC

My commission expires:
5/25/2013

NIKKI TOTORO HENNING
NOTARY PUBLIC
ID No. [illegible]
My Comm Expires
May 25, 2013
DESOTO COUNTY, MS
STATE OF MISSISSIPPI




ENTERGY MISSISSIPPI, INC. EASEMENT(A) = 0.777 ACRES, (33,848 SQ. FT.)
ENTERGY MISSISSIPPI, INC. EASEMENT(B) = 3.280 ACRES, (142,860 SQ. FT.)

This property is situated in Zone "AE", according to flood Insurance Rate Map Community Panel Number 28033C0230C, Date 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 which would be revealed by a complete title examination of said parcel.

EXHIBIT "B"
PARCEL NO. 26

ENTERGY MISSISSIPPI, INC.

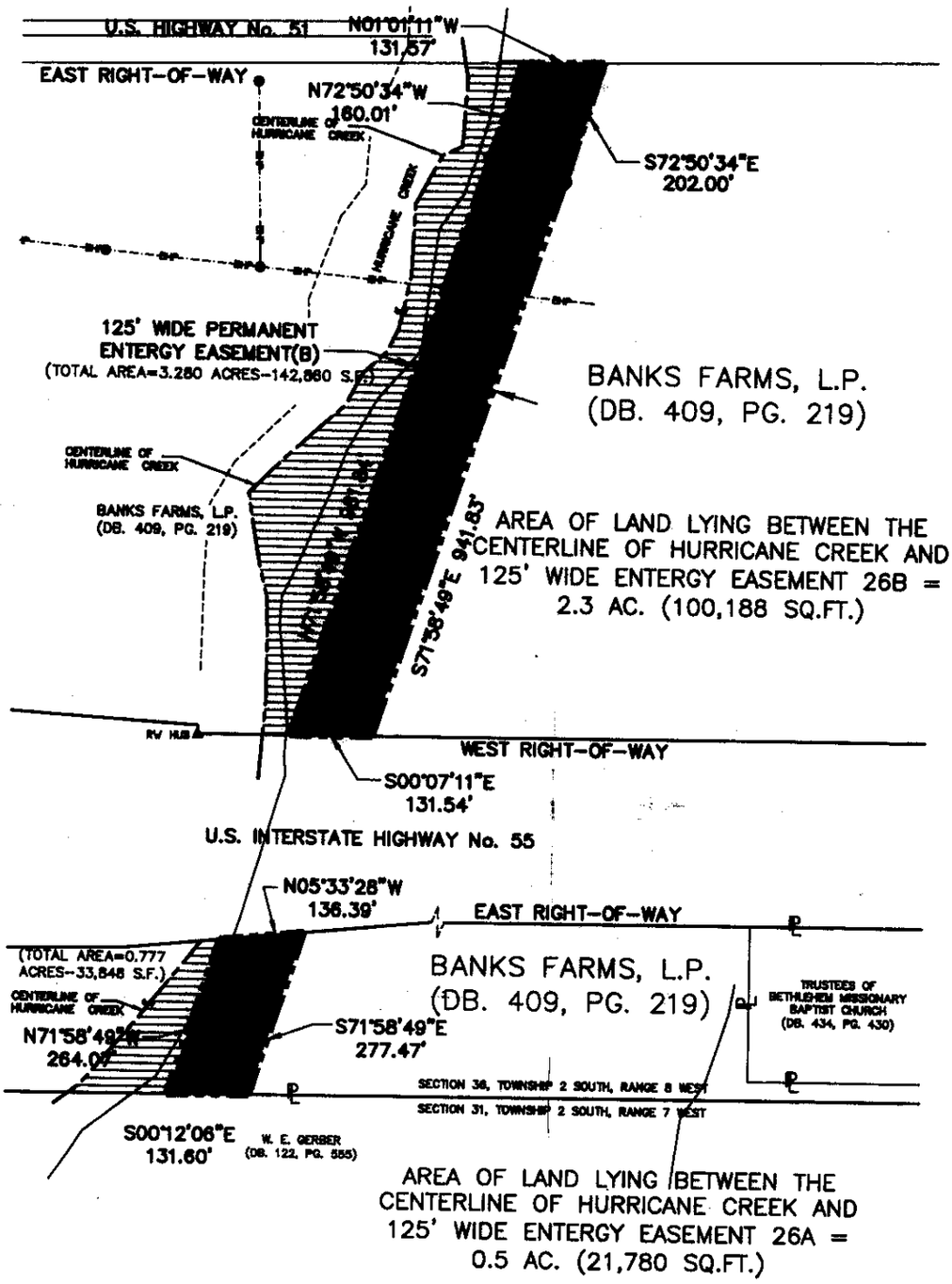
BANKS FARMS, L.P.

SITUATED IN THE NORTH HALF (N 1/2) OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI

WAGGONER ENGINEERING, INC.
Consulting Engineers
143-A LeFleurs Square - Jackson, Mississippi 39211 - (601)355-9526

| | | |
|---|---|---|
| DRAWN BY: GD, DLK | DATE: 3/24/11 | SHEET NUMBER |
| REVIEWED BY: J.W.M. | SCALE: 1" = 200' | 1 OF 1 |

R:\CS\[illegible]\PLATS\PARCEL 26.dwg


U.S. HIGHWAY No. 51
N01°01'11"W
131.57'
EAST RIGHT-OF-WAY
N72°50'34"W
160.01'
CENTERLINE OF HURRICANE CREEK
S72°50'34"E
202.00'
HURRICANE CREEK
125' WIDE PERMANENT
ENTERGY EASEMENT(B)
(TOTAL AREA=3.280 ACRES-142,860 S.F.)
BANKS FARMS, L.P.
(DB. 409, PG. 219)
CENTERLINE OF HURRICANE CREEK
BANKS FARMS, L.P.
(DB. 409, PG. 219)
S71°58'49"E 941.83'
AREA OF LAND LYING BETWEEN THE CENTERLINE OF HURRICANE CREEK AND 125' WIDE ENTERGY EASEMENT 26B = 2.3 AC. (100,188 SQ.FT.)
RV HUB
WEST RIGHT-OF-WAY
S00°07'11"E
131.54'
U.S. INTERSTATE HIGHWAY No. 55
N05°33'28"W
136.39'
EAST RIGHT-OF-WAY
(TOTAL AREA=0.777 ACRES-33,848 S.F.)
BANKS FARMS, L.P.
(DB. 409, PG. 219)
TRUSTEES OF BETHLEHEM MISSIONARY BAPTIST CHURCH
(DB. 434, PG. 430)
CENTERLINE OF HURRICANE CREEK
N71°58'49"W
264.07'
S71°58'49"E
277.47'
SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST
SECTION 31, TOWNSHIP 2 SOUTH, RANGE 7 WEST
S00°12'06"E
131.60'
W. E. GERBER
(DB. 122, PG. 585)
AREA OF LAND LYING BETWEEN THE CENTERLINE OF HURRICANE CREEK AND 125' WIDE ENTERGY EASEMENT 26A = 0.5 AC. (21,780 SQ.FT.)

# EXHIBIT "A"

## PARCEL NO. 26

## ENTERGY MISSISSIPPI, INC.
## 125 FOOT WIDE PERMANENT EASEMENT

## DESOTO COUNTY, MS

## BANKS FARMS, L.P.
(DB. 409, PG. 219)

## EASEMENT "A"

Being a 0.777 acre parcel of land situated in the Northeast Quarter (NE ¼) of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Banks Farms, L.P., as described in Deed Book 409, Page 219, in the Chancery Clerk's Office of DeSoto County, Mississippi. Said parcel of land being more particularly described as follows:

COMMENCING 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 run East, 5,048.01 feet to a point;

THENCE run South, 1,399.38 feet to a point on the East right-of-way line of U.S. Interstate Highway No. 55, as same exists this date, (March, 2011) same being the Point of Beginning of the herein described 125 foot wide permanent easement "A";

THENCE run South 71°58'49" East, 277.47 feet to a point on the East line of aforementioned "Banks Farms" tract, same being the East line of said Section 36;

THENCE along said East line of said Section 36, run South 00°12'06" East, 131.60 feet to a point;

THENCE leaving said East line, run North 71°58'49" West, 264.07 feet to a point on the aforesaid East right-of-way line of U.S. Interstate Highway No. 55;

THENCE along said East right-of-way line, run North 05°33'28" West, 136.39 feet to the Point of Beginning, containing 0.777 Acres, (33,848 Square Feet), more or less.

## EASEMENT "B"

Being a 3.280 acre parcel of land situated in the North Half (N 1/2) of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Banks Farms, L.P., as described in Deed Book 409, Page 219, in the Chancery Clerk's Office of DeSoto County, Mississippi. Said parcel of land being more particularly described as follows:

COMMENCING 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 run East 3,640.01 feet to a point;