

(01/27/2005)

STATE OF LOUISIANA

Including Instructions: _____

PARISH OF LIVINGSTON

Line/Project Identification: _____

RIGHT-OF-WAY INSTRUMENT
ENERGY GULF STATES LOUISIANA, L.L.C.

KNOW ALL MEN BY THESE PRESENTS THAT: **ROBERT RUDOLPH STAFFORD**, whose mailing address is 30547 North Corbin Rd. Walker, LA 70785, (referred to collectively, whether one or more, as "Grantor") for and in consideration of One Dollar and other valuable consideration, in hand paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, and convey unto, **Entergy Gulf States Louisiana, L. L. C.**, a Louisiana Limited Liability Company and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement 100 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 (to be used for operation of Grantee's utility system), 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 Parish of Livingston, State of Louisiana described as follows, to-wit:

That certain tract or parcel of land containing 40 acres, more or less, located in Section 20, Township 6 South, Range 4 East, Livingston Parish, Louisiana, being described in that certain instrument (s) recorded at COB 180, Original 917 of the records of Livingston Parish, Louisiana: said right-of-way, servitude and easement being more particularly described and shown on Exhibit "A" attached hereto and made a part hereof.

Grantor hereby grants to Grantee the rights of ingress and egress, as reasonably necessary and in a reasonable manner, 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 under emergency circumstances, which guy wires and anchors shall be removed by Grantee as soon as practicable.

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 risk to any of Grantee's facilities or a risk 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, "risk" 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. Grantee shall pay to Grantor, or Grantor's successor in title, the reasonable market value, as timber, of such trees when removed outside of the said right-of-way.

Grantee shall pay Grantor for physical damages 1) to Grantor's buildings or other structures located outside said right-of-way and 2) to Grantor's growing annual crops, road, bridges and fences where such physical damage is caused by the construction and/or 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, any 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.

This Right of Way Instrument may be executed in multiple parts where there are multiple owners, each of which such multiple part shall be binding on the party or parties so executing.

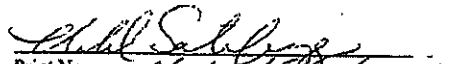
IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 10th day of July, 2008.

WITNESSES:

GRANTOR:


Print Name Daniel James Wynn


BY: **ROBERT RUDOLPH STAFFORD**


Print Name Elizabeth Sablberg

REFERENCE:

1. Cash Sale dated 4-14-99 located in COB 742/324 of the official records of Livingston Parish Clerk of Court.

LEGAL DESCRIPTION

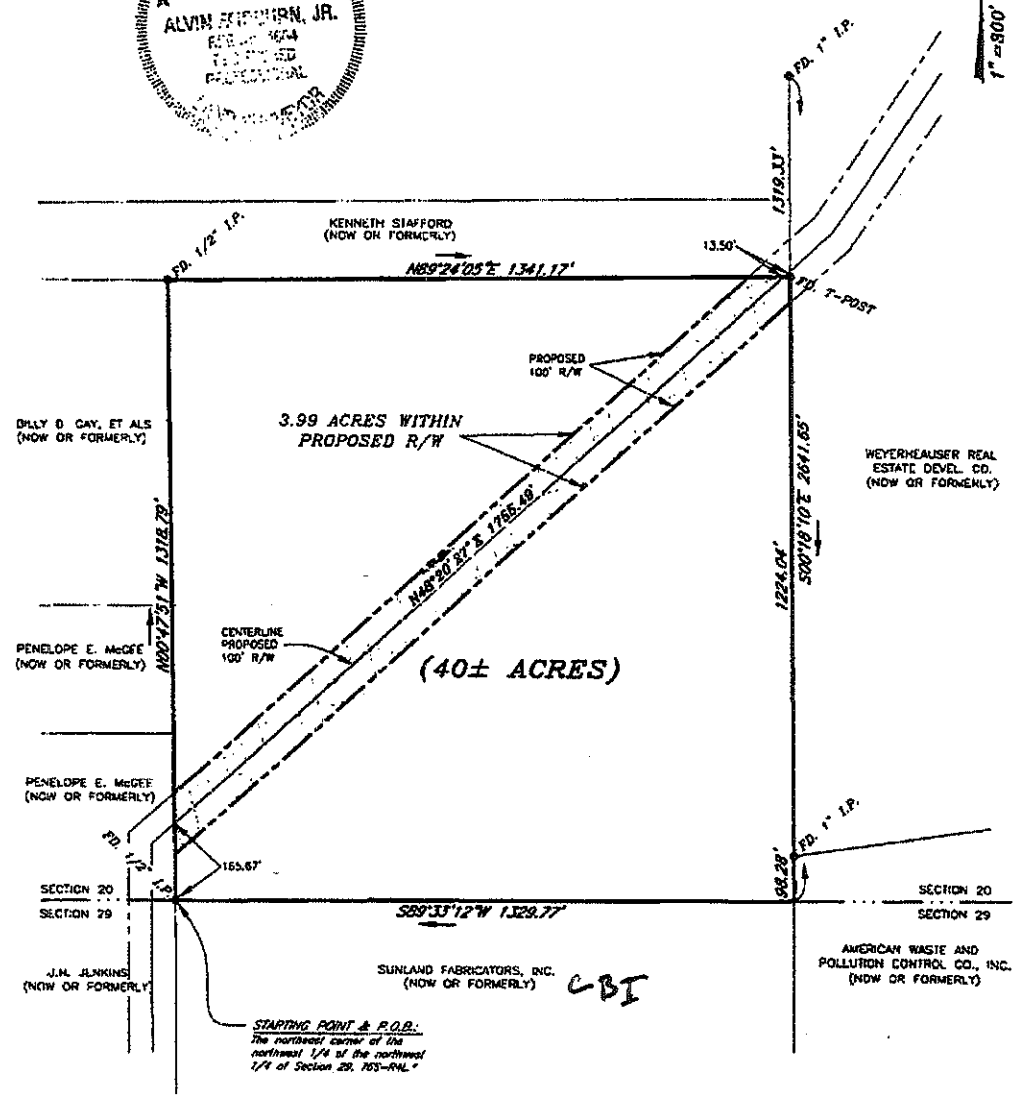
A proposed 100' Right-of-Way across The Robert Stafford, et al Property Located In Section 20, T6S-R4E, G.L.D., Livingston Parish, Louisiana.

From the northeast corner of the northwest 1/4 of the northwest 1/4 of Section 29, Township 6 South, Range 4 East, proceed North 00 degrees 47 minutes 31 seconds West, a distance of 98.36 feet to the POINT OF BEGINNING; thence proceed North 00 degrees 47 minutes 51 seconds West, a distance of 132.22 feet; thence North 48 degrees 20 minutes 27 seconds East, a distance of 1554.85 feet; thence North 89 degrees 27 minutes 05 seconds East, a distance of 89.62 feet; thence South 00 degrees 18 minutes 10 seconds East, a distance of 34.80 feet; thence South 48 degrees 20 minutes 27 seconds West, a distance of 1772.71 feet to the POINT OF BEGINNING, containing 3.99 Acres.

Denotes area within R/W



1. COB LES V 060 166 P. 1615 26 ROBERT STAFFORD.DWG



GENERAL NOTES:

1. The original drawing of this work is the property of Alvin Fairburn & Assoc., LLC. Reproduction of this print is prohibited except by permission of this firm. Additional information is often added in a continuous updating process. Check for latest revision data before acting on data shown. This firm is not responsible for actions or projects based upon obsolete projects for which this firm was not specifically consulted.
2. Property restrictions, improvements, servitudes, and/or rights-of-way etc. other than those shown may exist on this property and owners or potential buyers should be aware that abstracting the title to this property to show all encumbrances was not within the scope of this survey.
3. This drawing is not to be construed as a boundary survey.
4. * Indicates taken from reference and not surveyed.
5. Bearings shown herein based on (i.e. St. Pt. Cord., South zone-NAD 83).

MAP SHOWING PROPOSED 100' R/W ACROSS A CERTAIN 40± ACRE TRACT OF LAND BEING THE ROBERT STAFFORD, ET AL PROPERTY LOCATED IN SECTION 20, T6S-R4E, G.L.D. LIVINGSTON PARISH, LOUISIANA FOR ENTERGY GULF STATES LOUISIANA, L.L.C.

Alvin Fairburn, Jr.
 ALVIN FAIRBURN, JR., P.E., P.L.S.
 DATE: FEBRUARY 28, 2008
 REVISED: APRIL 14, 2008
 FILE: ENTERGY-WALKER TO HAMMOND

ALVIN FAIRBURN & ASSOCIATES, LLC
 CONSULTING ENGINEERS - LAND SURVEYORS
 LAND DEVELOPMENT CONSULTANTS -
 PROJECT DESIGNERS-ARCHITECTS
 1288 DEL. STATE AVE.
 DENHAM SPRINGS, LOUISIANA 70726 (225) 865-1515
 JOB NO. A06D166-1A