

THE STATE OF ALABAMA)

SHELBY COUNTY)

ACCESS EASEMENT

This ACCESS EASEMENT is entered into as of the 13th day of April, 2001, by and between Wal-Mart Real Estate Business Trust, a Delaware business trust, with an address of 2001 SE Tenth Street, Bentonville, Arkansas 72712-0550, c/o Realty Management Department #44-9384 ("Wal-Mart") and DANTRACT, Inc., an Alabama corporation, with an address of 820 Shades Creek Parkway, Birmingham, Alabama 35209 ("Grantee").

WHEREAS, Wal-Mart is the owner of that certain tract or parcel of land situated in Shelby County, Alabama, identified as Tract 1 on the site plan attached hereto as Exhibit "A" and more fully described on Exhibit "B" ("Tract I"); and

WHEREAS, Grantee is the owner of that certain tract or parcel of land situated in Shelby County, Alabama, which lies adjacent to Tract 1 and is identified as Tract 2 on Exhibit A and more fully described on Exhibit "C" ("Tract 2"); and

WHEREAS, Grantee has requested from Wal-Mart, and Wal-Mart is desirous of granting to Grantee, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion of Tract I identified as the Access Area on Exhibit "A" ("Access Area").

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wal-Mart does hereby grant to Grantee a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Access Area for access to and from Tract 2 subject to the following terms and conditions to which the parties hereto do hereby agree:

1. **USE OF ACCESS AREA:**

- (a) The ingress and egress rights granted hereby may be used non-exclusively by, and are limited to, Grantee and its tenants and their respective customers and employees associated with the business operation to be located on Tract 2. Only passenger vehicles, trucks and pedestrian traffic associated with Tract 2 may use the Access Area, but nothing herein shall be construed to limit or restrict ingress or egress associated with Tract 1 or any part thereof. Grantee further agrees that heavy trucks and/or heavy equipment are restricted from using the Access Area during development of Tract 2.

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- (b) Grantee covenants that Tract 2 will only be used for purposes of the kind typically found in shopping centers, and for no other purpose.

including without limitation financial institutions, service shops, offices, and retail stores,

2. **DAMAGE TO ACCESS AREA, OR OTHER IMPROVEMENTS:**

If, in the process of developing Tract 2, Grantee damages, breaks, destroys, or in any way impairs the Access Area, or any other improvements of Wal-Mart, Wal-Mart in its sole discretion, may require Grantee to either: (i) restore at Grantee's sole cost and expense the Access Area, or Wal-Mart's improvements to its original quality and condition; or (ii) Wal-Mart may restore the Access Area, or improvements and invoice Grantee for Wal-Mart's costs incurred restoring the damaged Access Area, or improvements; whereupon Grantee agrees to reimburse Wal-Mart within thirty (30) days of receipt of an invoice for such expenses. If Grantee fails to reimburse Wal-Mart within said thirty (30) day period, after written notice to Grantee and Grantee's Lender(s) and the right in Grantee, or Grantee's Lenders to cure such nonpayment, within fifteen (15) days after receipt of said written notice, Wal-Mart has the option to terminate this agreement immediately with no further obligations or liabilities on the part of Wal-Mart. However, Wal-Mart may pursue any legal remedies or alternatives to collect any outstanding reimbursements related to this agreement.

3. **INDEMNIFICATION**

Grantee shall indemnify, defend and hold harmless Wal-Mart from any damages or liability to persons or property that might arise at any time during the construction, operation, or maintenance of the Access Area or from the use of the Access Area by Grantee, its customers, suppliers, employees and tenants or anyone else using the Access Area for ingress and egress to and from Tract 2. Grantee further agrees that Grantee will at all times during the duration of this easement maintain and pay for comprehensive general liability insurance affording protection to Wal-Mart and Grantee naming Wal-Mart as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability no less than \$2,000,000.00 for each occurrence. Grantee further agrees, upon request to deliver to Wal-Mart a certificate or certificates from an insurance company or insurance companies satisfactory to Wal-Mart evidencing the existence of such insurance and naming Wal-Mart as an additional insured.

4. **CURB CUTS**

Grantee shall be entitled to install no more than three (3) curb cuts, one of which shall be no more than forty-two (42') feet in width and the other two no more than thirty-six (36') feet in width within the Access Area shown on Exhibit "A" between Tract 2 and the Access Area.

5. **RELOCATION**

Wal-Mart reserves the right to modify or relocate the Access Area provided such modification or relocation does not materially restrict or prevent ingress and egress to and from Tract 2.

6. **PUBLIC GRANT**

Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

7. **DURATION**

The agreements contained herein and the rights granted hereby shall run with the titles to Tract 2 and the Access Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. **CHANGE OF OWNERSHIP**

In the event Grantee conveys or transfers title to Tract 2 to another party, Wal-Mart shall be notified thereof within thirty (30) days thereafter. Wal-Mart shall be provided the name and address of such transferee. The parties specifically agree that this Agreement may be assigned (or subleased) to an affiliate, subsidiary or related entity of Wal-Mart Stores, Inc., or a third party, without consent or notice.

9. **HEADINGS**

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

ATTEST:

By: [Signature]
Its: Asst Secretary



Wal-Mart Real Estate Business Trust,
a Delaware business trust

By: [Signature] (SEAL)
Its: Asst Vice Pres

ATTEST:

By: [Signature]
Its: VP

DANTRACT, Inc., an Alabama corporation

By: [Signature] (SEAL)
Its: President

SHELBY THE STATE OF ~~ARKANSAS~~ **ALABAMA**
DENTON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BARRY SHANNAHAN, whose name as Asst. Vice President of Wal-Mart Real Estate Business Trust, a Delaware business trust, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he as such officer and with full authority, executed the same voluntarily, as and for the act of said trust.

Given under my hand and official seal this 19th day of June 2001.

Anita S. Dolevick
Notary Public

My commission expires: July 21, 2002

THE STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as President of DANTRACT, Inc., an Alabama corporation, is signed to the foregoing Access Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents of said Access Agreement, he as such officer and with full authority, executed the same voluntarily, as and for the act of said corporation.

Given under my hand and official seal this 6th day of July, 2001.

Tammy A
Notary Public

My commission expires: 8/27/01

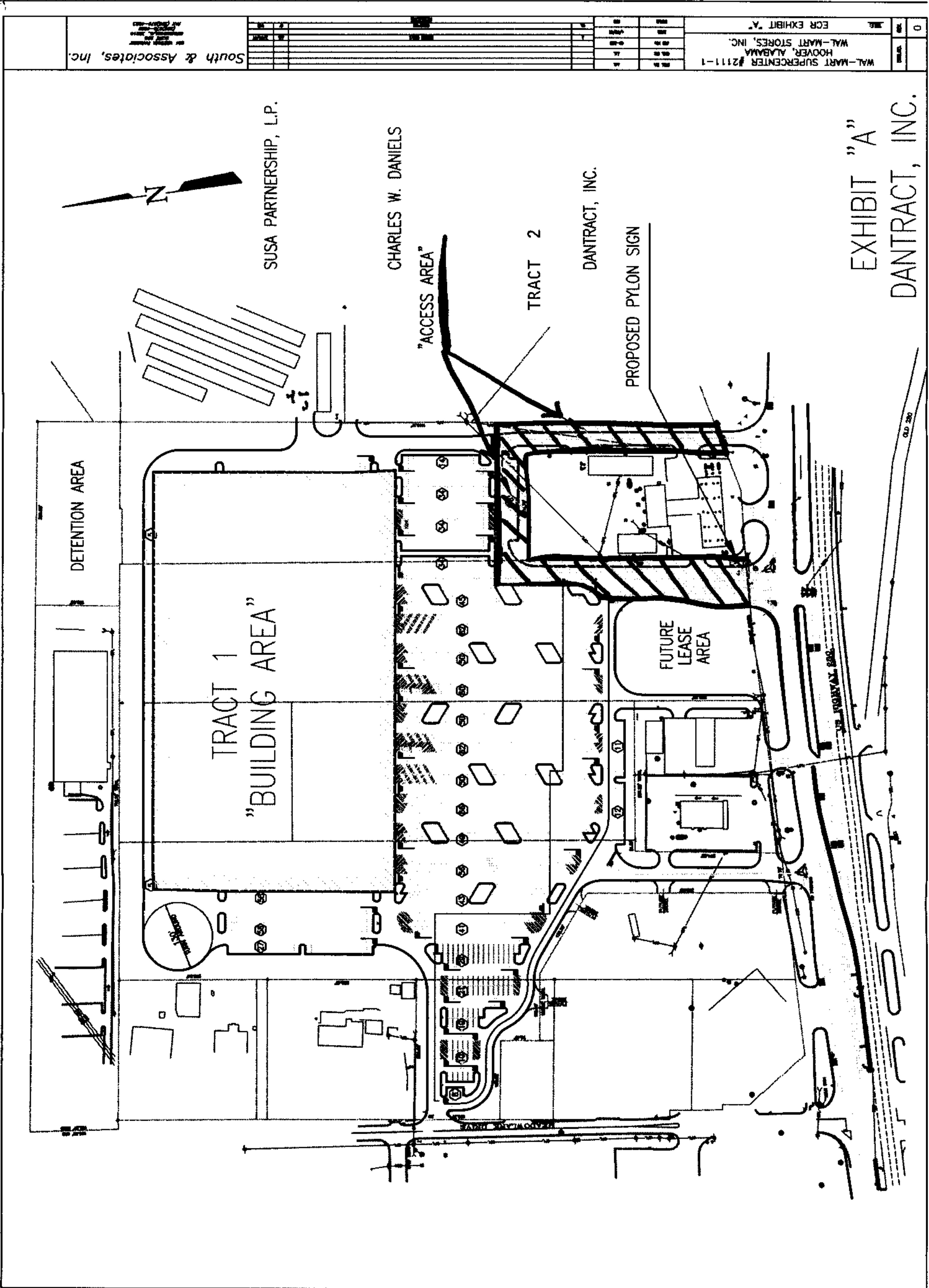


EXHIBIT "B"
TRACT 1 LEGAL DESCRIPTION

A parcel of land located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 18 South, Range 1 West in Shelby County, Alabama and being more particularly described as follows:

As a starting point, start at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 31; thence run in a Southerly direction and along the East boundary of the Northeast Quarter of the Southeast Quarter of said Section 31 for a distance of 1,119.11 feet to a point on the North boundary U.S. Highway 280; thence with interior angle of 110 degrees 55 minutes and 35 seconds run in a Southwesterly direction and along the North boundary of said U.S. Highway 280 for a distance of 61.21 feet to a point on the East boundary Racetrack Petroleum property and being recorded in Deed Book 129, Page 749; thence with an interior angle of 69 degrees 14 minutes and 51 seconds run in a Northerly direction and along the East boundary of said Racetrack Petroleum property for a distance of 374.59 feet to a point; thence with an interior angle of 270 degrees 00 minutes 00 seconds run in a Westerly direction and along the North boundary of said Racetrack Petroleum property for a distance of 204.70 feet to a point; thence with an interior angle of 270 degrees 32 minutes 40 seconds run in a Southerly direction and along the West boundary of said Racetrack Petroleum property for a distance of 410.27 feet to a point on the North boundary U.S. Highway 280; thence with an interior angle of 95 degrees 34 minutes 56 seconds to the chord run in a Westerly direction and along the curving North boundary of said U.S. Highway 280 for a chord distance of 273.43 feet to a point on the East boundary of James F. Donovan property as recorded in Deed Book 1996, Page 21512; thence with an interior angle of 84 degrees 04 minutes 08 seconds run in a Northerly direction and along the East boundary of said James F. Donovan property for a distance of 239.39 feet to a point; thence with an interior angle of 270 degrees 01 minute 17 seconds run in a Westerly direction and along the North boundary of James F. Donovan property for a distance of 287.22 feet to a point; thence with an interior angle of 269 degrees 14 minutes 24 seconds run in a Southerly direction for a distance of 274.52 feet to a point on the North boundary U.S. Highway 280; thence with an interior angle of 97 degrees 35 minutes 55 seconds run in a Westerly direction and along the North boundary of said U.S. Highway 280 for a distance of 76.76 feet to a point; thence with an interior angle 83 degrees 10 minutes 53 seconds run in a Northerly direction for a distance of 373.60 feet to a point; thence with an interior angle 239 degrees 29 minutes 20 seconds run in a Northwesterly direction for a distance of 178.70 feet to a point; thence with interior angle of 210 degrees 05 minutes 46 seconds run in a Westerly direction for a distance of 126.48 feet to a point on the East boundary of Billy E. Cox property, as recorded in Deed Book 1999, Page 00003; thence with an interior angle of 90 degrees 19 minutes 40 seconds run in a Northerly direction and along the East boundary of said Billy E. Cox property for a distance of 73.47 feet to a point; thence with an interior angle of 269 degrees 06 minutes 18 seconds run in a Westerly direction and along the North boundary of said Billy E. Cox property for a distance of 150.02 feet to a point on the East boundary of Meadow Lark Drive; thence with an interior angle of 90 degree 53 minutes 39 seconds run in a Northerly direction and along the East boundary of said Meadow Lark Drive for a distance of 159.37 feet to a point on the South boundary of William and Carol Jene Nix property as recorded in Deed Book 247, Page 791; thence with an interior angle of 89 degree 11 minutes 21 seconds run in an Easterly direction and along the South boundary of said William and Carol Jene Nix property for a distance of 266.09 feet to a point; thence with an interior angle of 270 degree 33 minutes 37 seconds run in a Northerly direction and along the East boundary of William and Carol Jene Nix property for a distance of 280.47 feet to the Southeast corner of Jimmy K. and Samuel J. Turner property as recorded in Deed Book 210, Page

176; thence with an interior angle 180 degrees 20 minutes 29 seconds continue in a Northerly direction and along the East boundary of Jimmy K. and Samuel J. Turner property for a distance of 278.84 feet to a point on the North boundary of the Northeast Quarter of the Southeast Quarter of Section 31, said point also being on the South boundary of Skates 280 LLC property and being recorded in Deed Book 1995, Page 07233 and also being the South boundary of Lot 1 Jessica Ingram Survey as recorded in Map Book 3, Page 54; thence with an interior angle of 89 degrees 33 minutes 17 seconds run in an Easterly direction and along the North boundary of said Northeast Quarter of Southeast Quarter and the South boundary of Skates 280, LLC property for a distance of 716.18 feet to a point; thence with an interior angle of 269 degrees 29 minutes 55 seconds run in a Northerly direction for a distance of 158.08 feet to a point on the North boundary of Skates 280, LLC property, said point also being the North boundary of Lot 1 Jessica Ingram survey; thence with an interior angle of 90 degrees 01 minute 30 seconds run in a Easterly direction and along the North boundary of said Skates 280, LLC property for a distance of 350.00 feet to a point on the East boundary of the Southeast Quarter of the Northeast Quarter of Section 31; thence with an interior angle of 90 degrees 31 minutes 38 seconds run in a Southerly direction and along the East boundary of said Southeast Quarter of the Northeast Quarter and the East boundary of Skates 280, LLC property for a distance of 155.16 feet to the point to the POINT OF BEGINNING, at which point the interior angle being 179 degrees 58 minutes 51 seconds. Said parcel containing 26.777 acres and having 1,166,426.45 square feet.

EXHIBIT "C"

(Tract 2 Legal Description)

A parcel of land in the NW $\frac{1}{4}$ of the SW $\frac{1}{2}$ of Section 32, Township 18 South, Range 1 West, more particularly described as follows:

From the NW Corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, run South along the West Boundary thereof for a distance of 652.70 feet to the point of beginning of the property herein described; thence continue on the same course along said West Boundary for a distance of 467.69 feet to the Northeast right-of-way line of U. S. Highway #280; thence turn an angle to the left to tangent of 89 degrees 48 minutes 58 seconds and run in a Southeasterly direction along said right-of-way along the arc of a curve to the right having a central angle of 6 degrees 54 minutes 16 seconds and a radius of 2989.79 feet for a distance of 360.29 feet; thence turn an angle to the right of 23 degrees 27 minutes 30 seconds from tangent and continue in a Southeasterly direction along said right-of-way for a distance of 110.06 feet to the beginning of a curve to the right, said curve having a central angle of 2 degrees 26 minutes 44 seconds and a radius of 2944.79 feet; thence turn an angle to the left of 22 degrees 08 minutes 23 seconds to tangent and continue in a Southeasterly direction along said right-of-way along the arc of said curve for a distance of 125.68 feet; thence turn an angle to the left of 39 degrees 51 minutes 02 seconds from tangent and run in a Northeasterly direction for a distance of 150.22 feet to the Northwestern right-of-way line of Alabama Highway #119; thence turn an angle to the left of 39 degrees 28 minutes 40 seconds and run in a Northeasterly direction along said right-of-way line for a distance of 130.77 feet; thence turn an angle to the left of 85 degrees 12 minutes 52 seconds and run in a Northwesternly direction for a distance of 841.57 feet to the point of beginning of the property herein described, containing 5.4671 acres, more or less.

Less the following described tract:

Commence at the southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run north along the west line of said section for a distance of 1295.37 feet; thence run north 78 degrees 17 minutes 36 seconds east for a distance of 590.19 feet to a concrete monument on the northwesterly right-of-way of U. S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run north 60 degrees 38 minutes 07 seconds east along the northwesterly right-of-way line of U. S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the northwesterly right-of-way line of Alabama Highway No. 119 at station 13+24.60; thence run north 21 degrees 09 minutes 07 seconds east along the northwesterly right-of-way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run north 64 degrees 43 minutes 19 seconds west for a distance of 298.82 feet; thence run south 21 degrees 09 minutes 07 seconds west for a distance of 216.54 feet; thence run south 59 degrees 47 minutes 53 seconds east along the northeasterly right-of-

way line of U. S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run south 80 degrees 42 minutes 35 seconds east along the northeasterly right-of-way line of U. S. Highway No. 280 for a distance of 125.89 feet to the point of beginning. Site contains 54,996 square feet or 1.2825 acres.

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