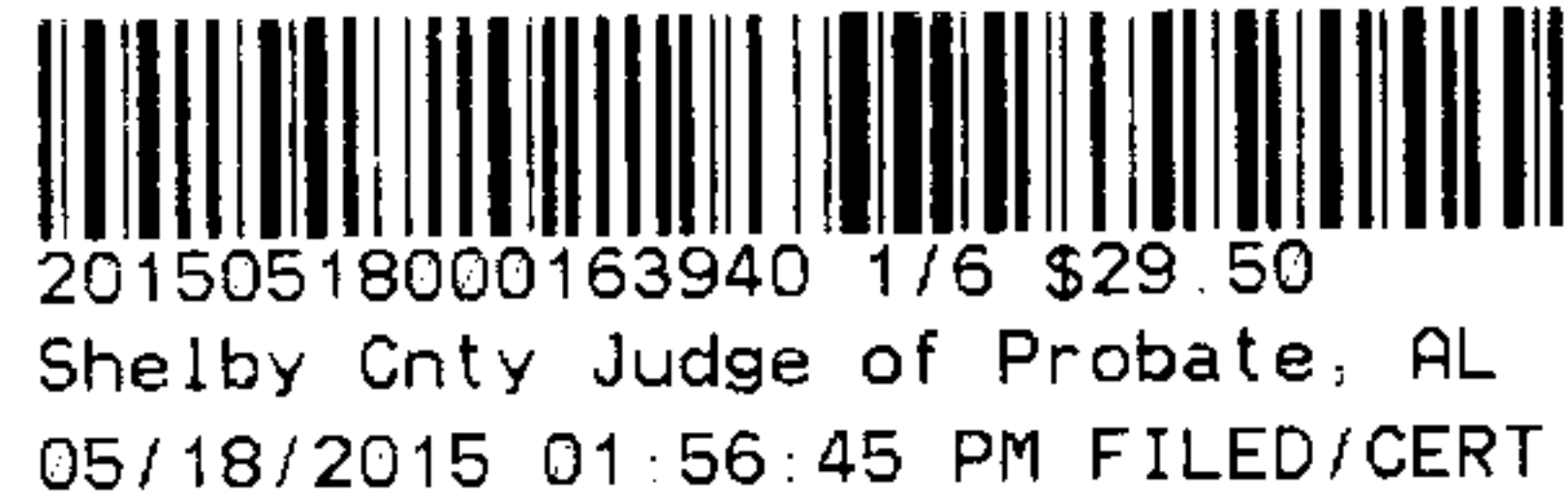


500.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

W.E. A6170-06-AA15
Parcel No. 70269956
Prepared by: J. Patrick Reed
Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Sta 1+00 to Sta 1+100



UTILITIES EASEMENT AGREEMENT

(Wal-Mart - Distribution)

28th THIS UTILITIES EASEMENT AGREEMENT (the "Agreement") is made as of the *28th* day of *April*, 2015, between Wal-Mart Real Estate Business Trust, whose address is 2001 S.E. 10th Street, Bentonville, AR 72716 (hereinafter called "Grantor") and Alabama Power Company, a corporation, whose address is 600 North 18th Street, Birmingham, AL 35291 (hereinafter called "Grantee").

WITNESSETH:

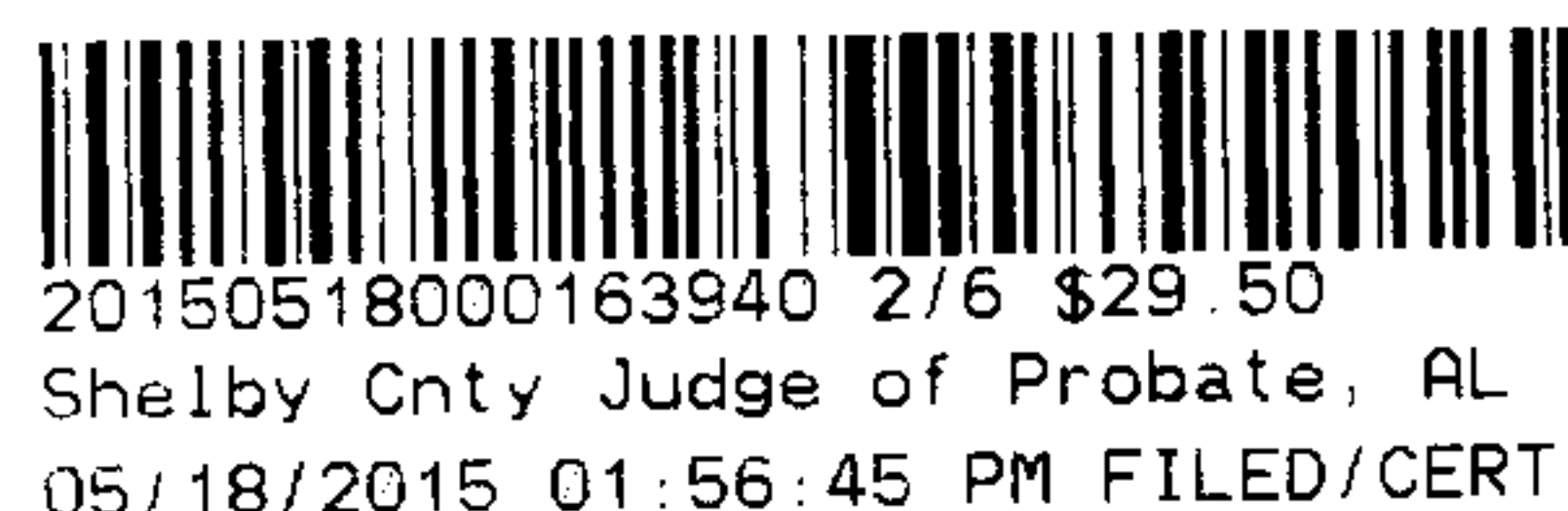
The said Grantor, for and in consideration of one and no/100 dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a non-exclusive right and easement (the "Easement") in, across, over and under the Easement Area described below to distribute electrical power and to enter upon and to construct, reconstruct, use, operate, maintain and patrol public overhead and underground utility lines, wires, poles, towers, frames, other structures, anchors, guys, conduits, manholes, transformers, cables, communication lines, fixtures, and all other equipment and appliances necessary, convenient or incidental to the full enjoyment and use of the Easement Area for the purposes described herein (collectively, "Facilities"); and further, the right of Grantee to grant, or otherwise permit the exercise of, the same rights, either in whole or in part to others (for example, public utilities, telecommunication companies, cable television companies, other electric utility companies, and so forth); and further the right to Grantee to cut, remove and dispose of dead, diseased, weak, or leaning trees on lands of Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, timber so cut to become the property of Grantee; and further, the right of Grantee to install, maintain and use anchors or guy wires on lands of Grantor adjacent to the Easement Area; and further, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area (Grantee agrees that it will not notify Grantor of the findings of any such studies unless requested in writing by Grantor or required by law); together with all rights, privileges and easements necessary or useful in connection with the foregoing including the right of ingress and egress to and from the Easement Area and Grantor's adjacent property. The Easement Area is a strip of land situated on a parcel of land owned by Grantor, each being more particularly described as follows:

Grantor's parcel of land located in the NW ¼ of the SW ¼ of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described in Deed Instrument Number 20071128000541080, and recorded in the probate office of said county; Said easement is indicated on Alabama Power Company Drawing A6170-06-AA15 marked Exhibit "A," attached hereto and made a part hereof (the "Easement Area"). Said easement shall be a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities.

Grantor and Grantee further agree as follows with respect to the Easement:

1. Grantor shall have the right to use and enjoy fully said Easement Area subject to the easement and rights hereby granted, but Grantor agrees that it will not construct or permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said Easement Area or plant any trees therein without the written consent of Grantee, and will not construct or allow the construction or exercise of any activity which interferes with Grantee's full enjoyment and exercise of the easement and rights granted to Grantee. Grantor expressly grants to Grantee the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Premises regardless of whether the offending party is Grantor or not. Grantor will notify Grantee in the event Grantor contracts with a third party who owns or occupies, as a result thereof, any such buildings or other structures. Grantor acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to Grantee. Grantor and its successors or assigns shall have the right to pave the Easement Area and use the same as a parking lot or roadway and the right to install, maintain, replace, repair, remove, and operate non-electric utility lines, such as sanitary sewers, storm sewers, or gas lines, so long as such uses do not interfere with Grantee's construction, operation or maintenance of Grantee's Facilities and so long as all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any guy wire, anchor, pole or other structure or attachment thereto and at a distance greater than five (5) feet from any underground conductor. Grantee shall have no responsibility for any damage to such paving, roadways, parking lots or non-electric utility lines if not resulting from Grantee's gross negligence. Grantor has the right to use the Premises for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper construction, reconstruction, use, operation, maintenance and patrol of the Facilities, and provided further that no trees shall be planted in the Easement Area or buildings or structures other than paving, curbing not more than six (6) inches in height, surface drainage improvements and the like, shall be constructed which might obstruct or otherwise interfere with any of the rights granted to Grantee hereunder.

2. Grantee shall have, at its sole cost and expense, the right at any time to cut, trim and keep clear all trees, brush and other obstructions on the Easement Area that may injure, endanger or interfere with access to or the construction, operation or maintenance of said Facilities. However, Grantee will permit some planting of shrubbery that grows to not more than four (4) feet at maturity and grass provided these plants do not interfere with the access to and maintenance of Grantee's Facilities and are planted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.



3. In exercising any of the rights granted herein, Grantee will not unreasonably interfere with the normal use of the Premises and, subject to paragraph 2, will at its sole cost and expense and with due diligence, restore any permitted landscaped area damaged by Grantee's activities hereunder on the Easement Area to substantially its condition immediately prior to the exercise of any such right. Grantee will notify Grantor prior to entering the Easement Area, if any necessary construction or maintenance will cause any unreasonable interference with use of, and/or the operation of Grantor's business located upon, the Premises. Grantee shall keep the Easement Area and the Premises free of Grantee's equipment and materials at all times, except when necessary because workmen are working in or about the Easement Area.

4. Grantor for itself and its successors and assigns, reserves the right, at Grantor's expense, to relocate the Easement Area and to cause Grantee to relocate all or any part of the Facilities installed therein to permit further development of the Premises. In the event that relocation is necessary, the Easement shall be relocated on the Premises or other property owned by Grantor in a location that is mutually agreeable to both Grantor and Grantee. Notwithstanding the above, Grantee shall have no obligation to relocate any of its Facilities outside the existing area unless Grantor shall have paid to Grantee the costs therefor as estimated by Grantee and Grantee shall have received from Grantor all needed rights with respect to the proposed new Easement Area. Grantor acknowledges that Grantee may require that any new location permit any tap or connection points of Grantee's Facilities on the Easement Area with other Facilities of Grantee to remain the same.

5. Grantee may assign this Easement or any part or interest therein to a successor to Grantee by merger or consolidation or by acquisition of substantially all of the assets or stock of Grantee, or Affiliate thereof, or to any other person or entity which assumes the transmission or distribution system, or part thereof, of Grantee. Additionally, Grantee may pledge, mortgage, collateralize or assign its rights hereunder to Grantee's primary mortgagee or any financing entity of Grantee. The term "Affiliate" as used herein shall mean an entity that controls, is controlled by, or is under common control with Grantee.

6. This Agreement contains all of the agreements and stipulations between Grantor and Grantee with respect to the granting of said Easement, and the same shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns. Neither party shall be responsible or liable for any duty or obligation hereunder arising after a permitted transfer of the Premises or Easement, as applicable.

7. Grantee will not permit any mechanics', materialmen's or other liens to stand against the Easement Area or Premises for work or materials furnished in connection with the Easement, and Grantee agrees to defend, indemnify and hold Grantor harmless from the same (including attorneys' fees). Grantee hereby agrees to defend, indemnify and hold harmless Grantor from and against any and all "Claims" asserted against or incurred by Grantor as a result of injury to or death of persons or damage to property caused by any negligent acts or omissions of Grantee, its agents or employees, occurring on or after the date of this Agreement, in connection with the easements granted herein. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all "Claims" asserted against or incurred by Grantee as a result of injury to or death of persons or damage to property caused by any negligent acts or omissions of Grantor, its agents or employees, occurring on or after the date of this Agreement, in connection with the easements granted herein. "Claims" shall mean any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses, but excluding attorney's fees.



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8. The Easement shall be perpetual.

9. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either Grantee's Facilities or its use of the Easement Area as provided for herein. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.


10. The Easement is granted subject to all covenants, conditions, agreements and other matters of record existing as of the date of execution of this Agreement.

11. Grantee, by its acceptance of the delivery of this Agreement, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.


12. This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement, notwithstanding that both parties shall not have signed the same counterpart. In enforcing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.


IN WITNESS WHEREOF, the undersigned have executed this Easement the date first written above.

Wal-Mart Real Estate Business Trust


By: S. Scott Greear
Its: Senior Director
Dated 4/22/2015

ALABAMA POWER COMPANY

By 
Its: Team Leader

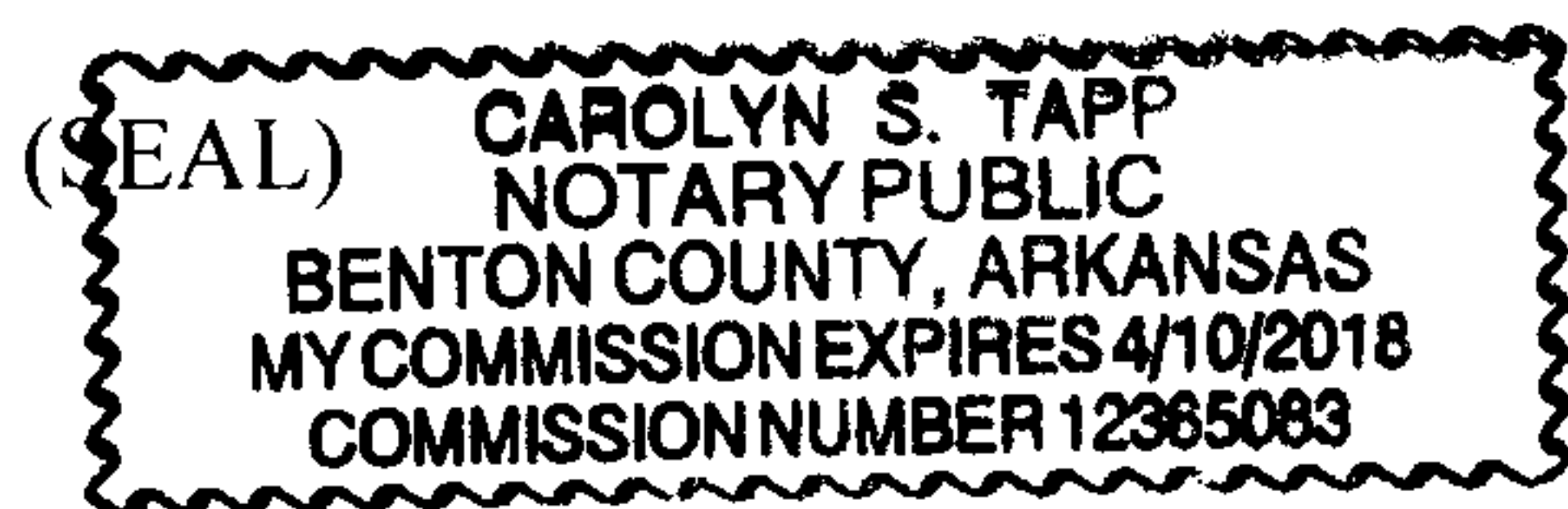

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STATE OF ARKANSAS)

COUNTY OF BENTON)

I, Carolyn S. Tapp, a Notary Public, in and for said County in said State, hereby certify that J. Scott Greear, whose name as Senior Director of Walt Mart Real Estate Business Trust, a Delaware statutory trust, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal, this the 22nd day of April, 2015.



Carol S. Tapp
Notary Public
My commission expires: 4/10/2018

STATE OF ALABAMA)

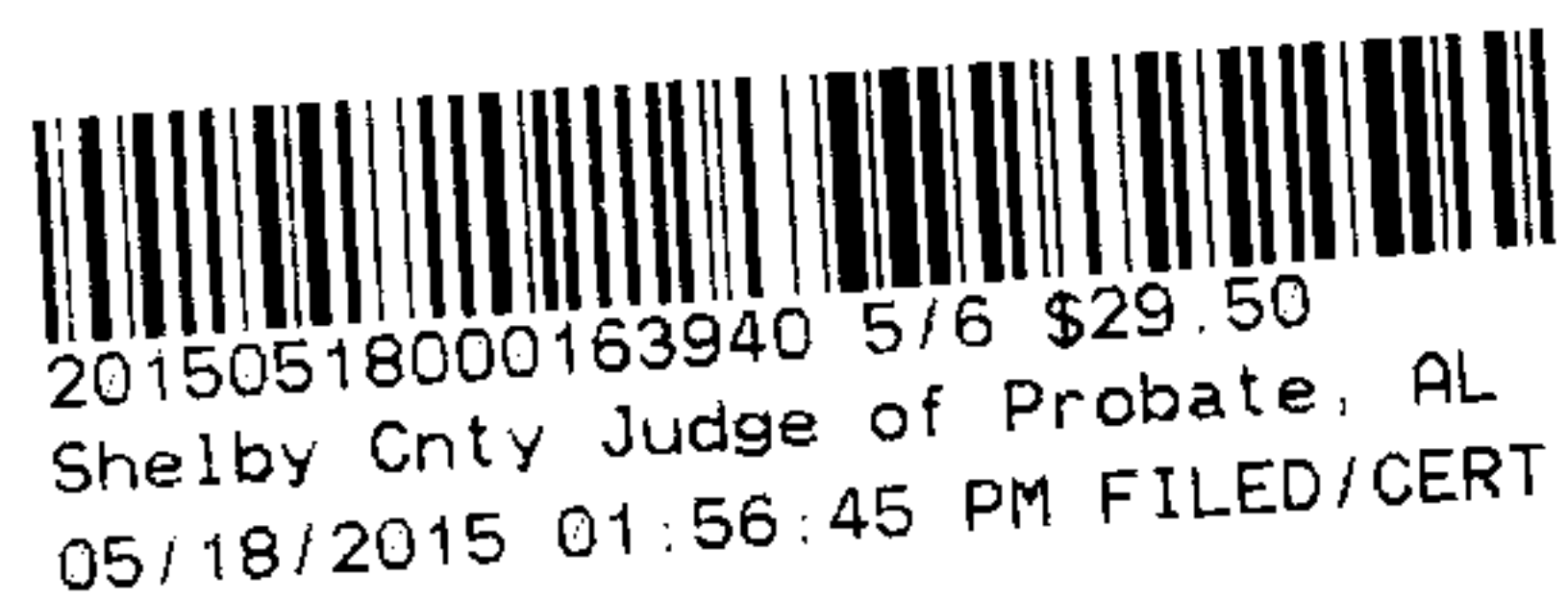
COUNTY OF JEFFERSON)

I, James Patrick Reed, a Notary Public, in and for said County in said State, hereby certify that Jerry D. Roberson, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28th day of April, 2015.

(SEAL)

James Patrick Reed
Notary Public
My commission expires: September 4th, 2018



ALABAMA POWER

Missall No. _____
Work Date _____
Time _____
Update _____

- I: 45'1/4
- I: 3-PH Tan Const.
- I: Bracket, LA, C/O
- I: 37.5KVA 7.2kV XFMR
- I: 150' 2-4/0UTA Service
- I: 2" Riser w/4/0UTA Cable
- I: #6Cu Enhanced Grounds

Contractor to install APCO Trans-Socket

LL	LG	LL	LG	LG-R
3589	3281	3108	2488	278



Voltage	
Pri.	Sec.
12kV	240V
Phone	
Co. Name	
AT&T	N

**PROPOSED NEW
EASEMENT AREA
16' in Length**

EXISTING OVERHEAD FACILITIES

Sectionalizing Sketch

Location Sketch

Work Location

Work Location

ENGINEER: FRANK BROWNE LINC: 10*471

Date Assigned 2-27-15

Date Cleared 4-23-75

Parcel # 70269556, 70279557

XFMR
Loading
32KVA (S
VD% 2.76
VF% 3.70