

Pelham, AL

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "Easement") is made this 30th day of January, 1995 between Sherman Holland, Jr., a married man whose address is P.O. Box 1008, Alabaster, Alabama 35007, (hereinafter referred to as "Grantor") and WAL-MART STORES, INC., a Delaware corporation, whose address is 702 S.W. 8th Street, Bentonville, Arkansas 72716 (hereinafter referred to as "Grantee").

WITNESSETH:

The said Grantor, for and in consideration of Forty Thousand Dollars (\$ 40,000.00) 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 to construct and install a sewer line and to grade, seed, and stabilize such easement area located on a strip of land located in the city of Pelham, Shelby County, Alabama, more particularly described on "Exhibit A" attached hereto and made a part hereof, (the "Premises").

NOW, THEREFORE, the parties hereto agree that the Easement contained herein shall be subject to the following terms and conditions:

1. The Grantor shall have the right to use and enjoy fully said Premises subject to the Easement rights hereby granted.
2. The Grantee shall have the right to install a ten inch (10") sanitary sewer line and its appurtenances on the premises in accordance with the Utility Plan prepared by South and Associates, Inc., dated February 4, 1994, a partial copy of which is attached hereto as "Exhibit B".
3. In exercising any of the rights granted herein, the Grantee will not unreasonably interfere with the normal use of the Premises and will, at its sole cost and expense construct and install the improvements described in Paragraph 2 hereof and promptly regrade, seed and maintain the Premises until such time as a full stand of grass has been established on the Premises.
4. The Grantee will indemnify and hold harmless the Grantor from any claims for damages or injuries arising out of or connected directly or indirectly with the use by the Grantee of the Easement granted herein.

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SHELBY COUNTY JUDGE OF PROBATE
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5. The Easement granted hereunder is a permanent easement and shall continue in full force and effect in perpetuity.

6. This Easement Agreement contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said Easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns and shall run with the land.

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

WAL-MART STORES, INC.
a Delaware corporation

By: 
Assistant Vice President of Real Estate

ATTEST: 

(Seal)

SHERMAN HOLLAND, JR.
a Married Man

By: 

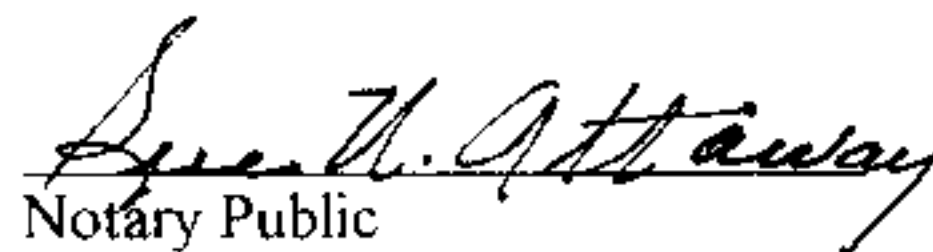
WITNESS: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

Be it remembered that on this 7th day of February, 1995, before me a notary public in and for the county and state aforesaid, came Sherman Holland, Jr., who is personally known to me to be the person who executed as such the within instrument of writing, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.


Notary Public

(SEAL)

My commission expires 6/30/96

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

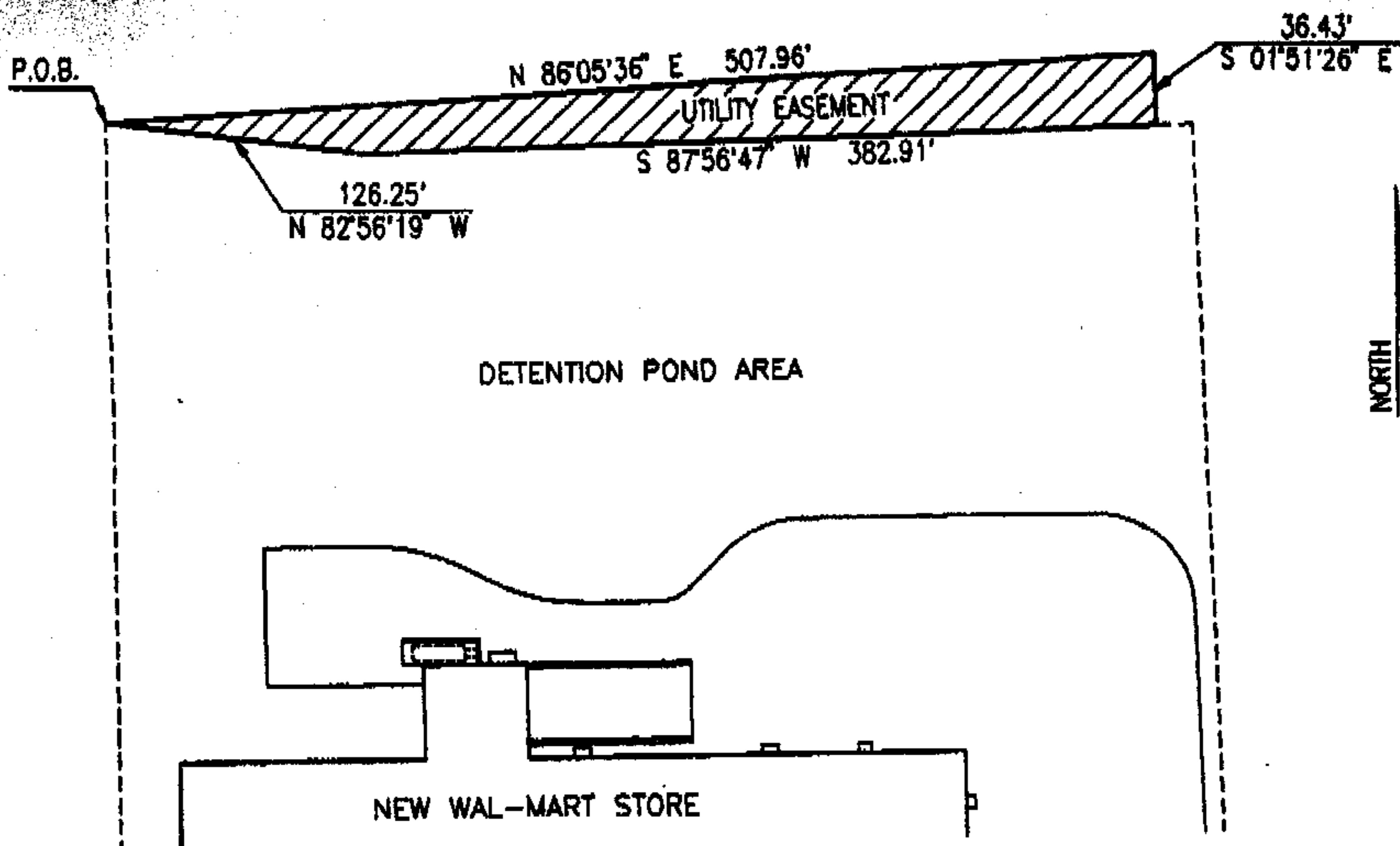
Be it remembered that on this 30th day of January, 1995, before me a notary public in and for the county and state aforesaid, came J. Robert ~~Bray~~, Assistant Vice President of Real Estate of WAL-MART STORES, INC., a Delaware corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Shirley D. Hogan
Notary Public

(SEAL)

My commission expires May 17, 2003



UTILITY EASEMENT: "The Premises"

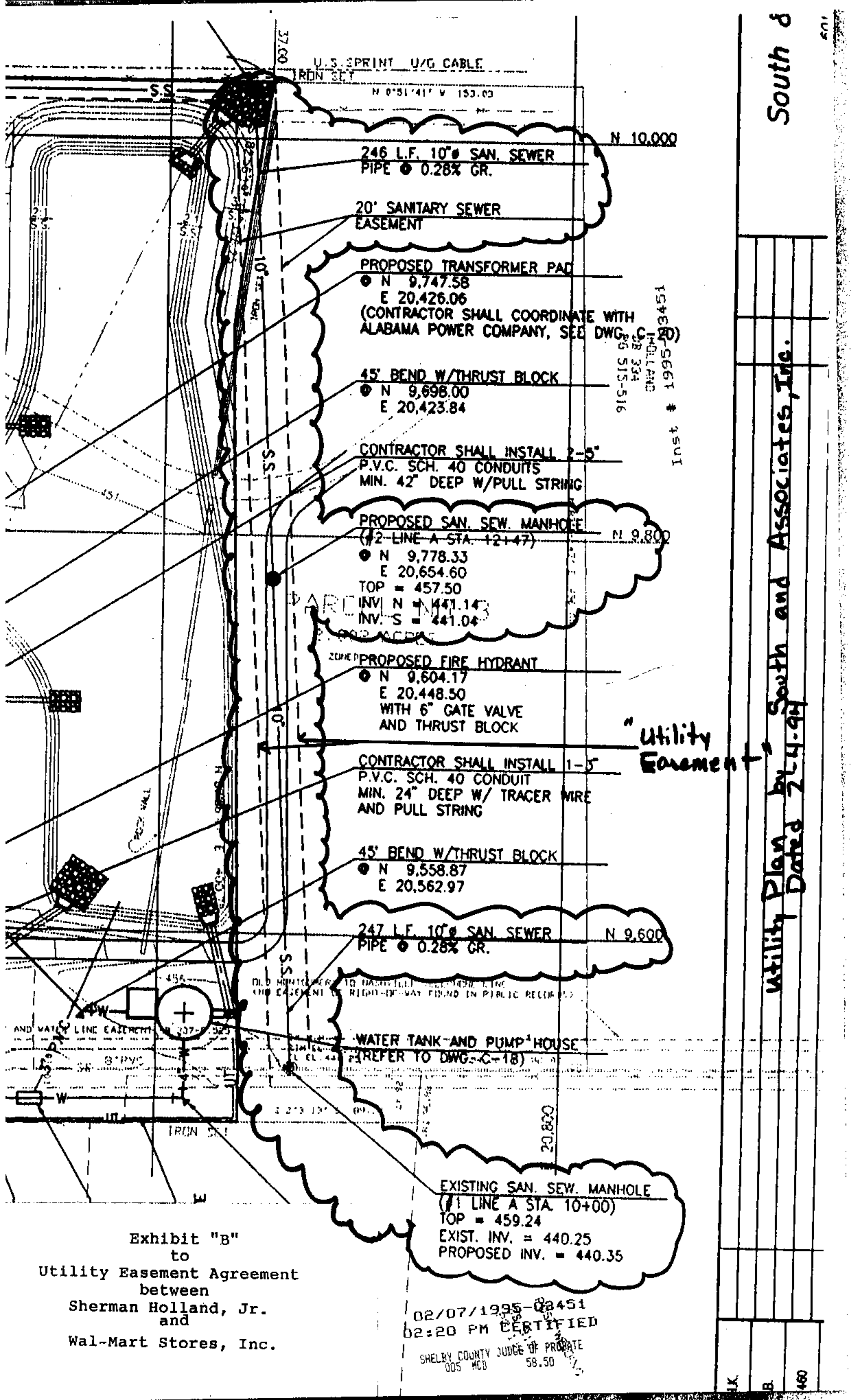
A utility easement situated in the NW 1/4 of Section 25, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of Section 25, Township 20 South, Range 3 West, thence S88°52'57"E along the North line of the N.W. 1/4 of said section a distance of 574.09'; thence S08°10'22"E and leaving said North line and run a distance of 513.53'; thence S06°31'22"E and run a distance of 452.08'; thence S01°54'22"E and run a distance of 190.04'; thence S01°54'22"E and run a distance of 82.03'; thence S88°36'58"E and run a distance 26.47'; thence S02°03'13"E and run a distance of 89.38'; thence S87°56'47"W and run a distance of 400.75'; thence N82°56'19"W and run a distance of 126.25' to the POINT OF BEGINNING of the boundary of said utility easement; thence N86°05'36"E along said boundary and run a distance of 507.96'; thence S1°51'26"E along said boundary and run a distance of 36.43'; thence S87°56'47"W along said boundary and run a distance of 382.91'; thence N82°56'19"W along said boundary and run a distance of 126.25' to the POINT OF BEGINNING. Said easement contains 13,074 square feet, more or less.

Exhibit "A"
to

Utility Easement Agreement
between
Sherman Holland, Jr.
and
Wal-Mart Stores, Inc.

EXHIBIT "A"



South &

Utility Plan by South and Associates, Inc.
Dated 2/4/94

Exhibit "B"
to
Utility Easement Agreement
between
Sherman Holland, Jr.
and
Wal-Mart Stores, Inc.

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