

GRADING EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, The Trustees of Homewood Lodge #1738, an Alabama Non-Profit Organization, the Grantor, in consideration of Ten Dollars (\$10.00) and all good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, the Grantee, an easement over, on, upon, under, through and across certain lands of Grantor in Shelby County, Alabama, as described hereinbelow and as shown on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of grading, excavating, filling, back filling and any other method or activity needed to provide lateral support for the real property owned by Grantee adjacent to said area, and the right of ingress and egress to and from and along said easement, with all rights and privileges necessary for the full use thereof for said purposes; the lands comprising said grading easement being situated in Shelby County, Alabama, and more particularly described as follows:

A parcel of land situated in the Northwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Southwest one-quarter of the Northwest one-quarter of said Section and run North 01 degrees 56 minutes 02 seconds East for a distance of 35.00 feet; thence run South 88 degrees 09 minutes 00 seconds East for a distance of 445.33 feet; thence run South 01 degrees 19 minutes 31 seconds East for a distance of 35.05 feet to a point on the North line of said quarter-quarter; thence run North 88 degrees 09 minutes 00 seconds West for a distance of 447.32 feet to the POINT OF BEGINNING. Said parcel contains 15,621 square feet or 0.36 acres more or less.

TO HAVE AND TO HOLD said easement unto the Grantee, its successors and assigns, together with a right of entry and re-entry from time to time, as occasion may require for the purpose of exercising said rights, privileges and easements hereinabove described, as a pertinent to the Grantee's lands, forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed by its Chairman whose signature bears below this 11th day of ~~March~~ April, 2003.

THE TRUSTEES OF HOMEWOOD LODGE #1738

By: Roy E. Adams
Its CHAIRMAN OF BOARD

State of Alabama
County of Shelby

I, the undersigned notary public in and for said state and county, hereby certify that Roy E. Adams, whose name as CHAIRMAN of The Trustees of Homewood Lodge #1738, 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 the instrument he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said organization on the day the same bears date.

Given under my hand and notarial seal on this the 11th day of April 2003,
2003.

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NOTARY PUBLIC
My Commission Expires: 1/10/05

The Grantees' address is:

20030411000223050 Pg 2/2 18.00
Shelby Cnty Judge of Probate, AL
04/11/2003 16:13:00 FILED/CERTIFIED

This instrument prepared by:
Douglas L. Anderson, Esquire
Bowron, Latta & Wasden, P.C.
Post Office Box 16046
Mobile, Alabama 36616