

#2035

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Shelby Cnty Judge of Probate, AL
01/02/2004 08:56:00 FILED/CERTIFIED

Alabama Power Company
Corporate Real Estate
P.O. Box 2841
Montgomery, AL 36102-2841
1625577

W.E. 61730-00-0035-100
Parcel No. 70116963

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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UTILITIES EASEMENT AGREEMENT

THIS AGREEMENT is made as of the 10th day of April, 2003, between Wal-Mart Real Estate Business Trust, (hereinafter called "Grantor"), whose address is 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and Alabama Power Company, a corporation, (hereinafter called "Grantee").

WITNESSETH:

The said Grantor, for and in consideration of One and No/100 (\$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 to distribute electrical power and easement to enter upon and to construct, reconstruct, use, operate, maintain and patrol public utility lines, poles, pipes, anchors, wires, cables, fixtures, and appurtenances thereto, including transformers, on, over, across or under a strip of land situated on a parcel of land located in Jefferson and Shelby County, Alabama more particularly described as follows:

A strip of land situated in the N ½ of the NW ¼, Section 26 Township 19 South, Range 3 West, Shelby County, Alabama and the SE ¼ of the SW ¼, Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of Section 23, Township 19 South, Range 3 West and run South 89 degrees 08 minutes 36 seconds East for a distance of 1,316.85 feet to the the NE corner of the NW ¼ of the NW ¼, Section 26, Township 19 South, Range 3 West; thence run South 88 degrees 49 minutes 08 seconds East for a distance of 128.27 feet to a Alabama Power Company pole and designated Point "A"; said point being the point of beginning; therefrom a strip of right of way lies five feet (5') on each side of a survey line and the continuations thereof; thence run North 07 degrees 40 minutes 17 seconds East for a distance of 64.33 feet to the point of ending of the strip of right of way next above described; thence from Point "A" a strip of right of way lies 15 feet (15') on each side of the survey line and continuations thereof, thence run South 62 degrees 56 minutes 41 seconds West for a distance of 125.92 feet to an Alabama Power Company pole designated Point "B"; thence run South 63 degrees 03 minutes 47 seconds West for a distance of 111.56 feet to the point of ending of the strip of right of way next above described; thence from Point "B" a strip of right of way lies 5 feet (5') on each side of the survey line and continuations thereof; thence run North 62 degrees 38 minutes 40 seconds West for a distance of 24.88 feet to the Point of Ending of the strip of right of way next above described; thence from Point "A" a strip of right of way lies 15 feet on each side of a survey line and continuations thereof; thence run North 65 degrees 10 minutes 49 seconds East for a distance of 96.61 feet to an Alabama Power Company pole; thence run South 86 degrees 50 minutes 21 seconds East for a distance of 175.37 feet to an Alabama Power Company pole; thence run South 85 degrees 47 minutes 25 seconds East for a distance of 152.33 feet to an Alabama Power Company pole; thence run North 53 degrees 45 minutes 45 seconds East for a distance of 112.73 feet to an Alabama Power Company pole and designated Point "C"; thence run North 54 degrees 24 minutes 53 seconds East for a distance of 76.05 feet to an Alabama Power Company pole; thence run North 54 degrees 52 minutes 15 seconds East for a distance of 96.62 feet to an Alabama Power Company pole; thence run North 17 degrees 27 minutes 27 seconds East for a distance of 168.66 feet to an Alabama Power Company pole; thence run North 23 degrees 16 minutes 12 seconds west for a distance of 247.80 feet an Alabama Power Company pole; thence run North 06 degrees 29 minutes 15 seconds West for a distance of 66.62 feet to an Alabama Power Company pole; thence run North 33 degrees 42 minutes 15 seconds East for a distance of 44.90 feet to the point of ending of the strip of right of way next above described;

thence from Point "C" a strip of right of way lies five feet (5') on each side of a survey line and the continuations thereof; thence run North 56 degrees 09 minutes 26 seconds West for a distance of 211.36 feet to the point of ending of the strip of right of way next above described.

Said strip is indicated in yellow on Alabama Power Company Drawing No. D-397443 marked Exhibit "A" attached hereto and made a part hereof.

THE EASEMENTS ARE MADE SUBJECT TO THE FOLLOWING:

1. The Grantor shall have the right to use and enjoy fully said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said easement area without the written consent of Grantee.
2. The 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 that may injure, endanger or interfere with the construction, operation or maintenance of said utilities.
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 and with due diligence, restore the premises to its condition immediately prior to the exercise of any such right. Grantee will notify grantor, prior to entering premise, if any necessary maintenance will cause any interference with use of the premises.
4. Grantee does hereby indemnify and hold harmless the Grantor, their agents, servants, employees and assignees, from any and all liability, suits, claims, losses or expenses of any sort, whether foreseeable or not, that may arise out of or which is in any way connected with the Grantee's contemplated use or actual use of the said rights of way, or which results from the acts or omissions of Grantee, its agents, servants or employees.
5. The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the Grantee, its successors and assigns. Notwithstanding, Grantor shall have the right at its sole option and expense to require the relocation of said easement together with electric transmission facilities situated thereon Grantor's property. Upon relocation of said facilities and Grantor's written notice, Grantee shall within a 30-day period, release and extinguish all its rights granted pursuant to this easement.
6. This easement 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.

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

ATTEST:

WAL-MART REAL ESTATE BUSINESS TRUST

Joan Melander
Its: Assistant Secretary

W. M. [Signature]
Its: Assistant Vice President

WITNESS OR ATTEST:

ALABAMA POWER COMPANY

Karen B. Jones

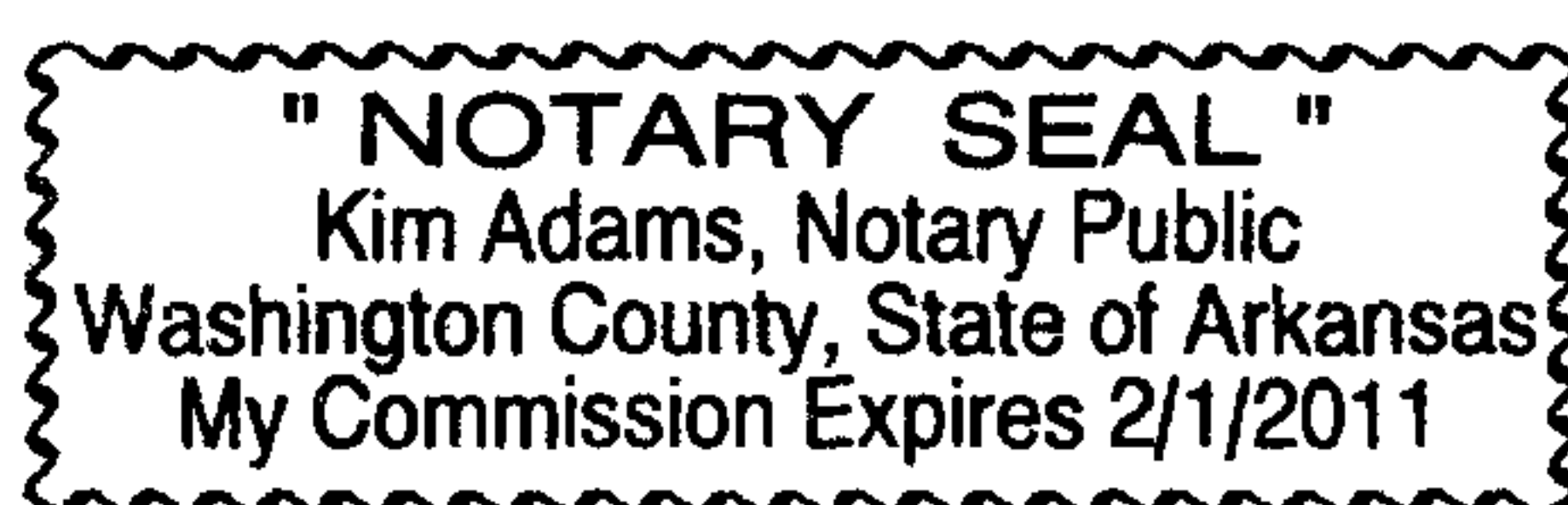
By: *[Signature]*
Its: LAND MANAGER ACQUISITION

STATE OF Arkansas)
COUNTY OF Washington)

I, Kim Adams, a Notary Public, in and for said County in said State, hereby certify that Robert M. Bedard, whose name as Asst. Vice President of Wal-Mart Real Estate Business 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 Corporation.

Given under my hand and official seal, this the 10th day of April, 2003.

(SEAL)



Kim Adams
Notary Public
My commission expires 2/1/2011

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Dan L. Hardwick, III, a Notary Public, in and for said County in said State, hereby certify that Glen S. Metts, whose name as Land Manager, Acquisition, 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, she, with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 1st day of April, 2003.

(SEAL)

Dan L. Hardwick, III
Notary Public
My commission expires 1/27/2006

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|---------------|----------|------------------|---------------|--------------------|----|
| DATE OF BIRTH | 0000 | BANK INC CHECKED | DATE 10-16-72 | SAL C=98 | |
| TIME OF BIRTH | 10:00 AM | APPROVED BY | DATE 10/16/72 | SHEET 1 OF 1 SHEET | D. |
| AT | | Paid MONEY DATE | 10-16-72 | REMARKS | |