

**STORM WATER DRAINAGE, WATER, ELECTRIC & TELEPHONE
UTILITY EASEMENT**

THIS STORM WATER DRAINAGE, ELECTRIC & TELEPHONE is entered into as of the _____ day of _____, 2003, by and between **(WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust** whose address is 2001 S.E. 10th Street, Realty Management, Bentonville, Arkansas 72716 ("Grantor") and **MURPHY OIL USA, INC.,** (its successors and assigns), a Delaware corporation, whose address is 200 Peach Street, El Dorado, Arkansas 71730 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract or parcel of land situated in the City of **Pelham**, County of **Shelby**, State of **Alabama**, identified as "Tract 1" on Exhibit A attached hereto and made a part hereof ("Tract 1"); and

WHEREAS, Grantee is, or will be by the time this instrument is recorded, the lessee of that certain **27,979.67** square feet tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as "Tract 2" on Exhibit B attached hereto and made a part hereof ("Tract 2"); and

WHEREAS, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, a non-exclusive easement for extension of utilities, connections thereto and storm water drainage over, across and under certain portions of Tract 1, identified as **Water Easement** on Exhibit C1 and legally described on **Water Easement** Exhibit D1 and **Electric & Telephone Easement** on Exhibit C2 and legally described on **Electric & Telephone Easement** Exhibit D2. An accurate legal description will be furnished by Grantee within 20 days of when easement construction is completed. If said easement locations are available when Exhibit D1 and D2 is prepared then such shall be noted on the Exhibit. However if said easement locations are not specifically defined when this Utility Easement is prepared, or should change after construction is completed, then revised Exhibits shall be submitted with both parties initialing and dating said Exhibits which are attached hereto and made a part hereof ("Utility Easement"). An overall site plan is hereto attached as Exhibit E; and

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee the non-exclusive Utility Easements for storm water drainage and **Water, Electric & Telephone Easement** over, across and under those identified portions of Tract 1, subject to the following terms and conditions to which the parties hereto do hereby agree:

A. Grantor to Grantee Storm Water Drainage Easement.

Grantor hereby grants to Grantee a non-exclusive easement for the drainage of storm water from Tract 2 onto and across Tract 1, including the right to use and impound storm water within any storm water drains or retention facilities located within Tract 1, so long as such drainage shall not cause any damage to Tract 1 across which storm water is being drained, or any improvements thereon. In the exercise of such right, Grantee shall not take or cause to be taken any action which would constitute a material change to the original civil engineering plan for Tract 2 and Grantee shall use reasonable efforts to minimize to the extent reasonably practicable any damage to or interference with the use and enjoyment of Tract 1 or any other tract or of any business conducted thereon.

B. Grantor to Grantee Easement for Extension of Utilities.

Grantor hereby grants to Grantee a non-exclusive Utility Easement onto and across Tract 1, for the extension of utilities that may be needed for making

underground utility connections to Tract 2. Such water, electric & telephone services shall be legally described on Exhibit D1 and D2 within 20 days of completion of easement construction and incorporated herein by both parties initialing and dating said Exhibit D1 and D2 at a later date if an accurate legal description is not initially supplied or such description has changed after this easement agreement was prepared. The non-exclusive easement is shown in its approximate location on Exhibit C1 and C2 attached hereto and made a part hereof. If said easement locations change, revised Exhibits shall be submitted with both parties initialing and dating said Exhibits which are attached hereto and made a part hereof ("Utility Easement"). An overall site plan is hereto attached as Exhibit E. In the exercise of such rights, Grantee shall not take or cause to be taken any action which would constitute a material change to the original civil engineering plan for Tract 1. Grantee shall use reasonable efforts to minimize to the extent reasonably practicable any damage to or interference with the use and enjoyment of Tract 1 or any other tract or of any business conducted thereon. Grantee agrees to repair any damage caused to the Utility Easement that is a direct result of the acts or omissions of Grantee, its customers, employees, invitees, or contractors in installing, extending, maintaining, or repairing the utilities. Grantee shall exercise its utility extension rights in such a manner that will not cause disruption to the on-going business operation of Grantor.

1. Use. The Grantee, through its officers, employees and agents, shall have the right to enter upon the Utility Easement in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, building, laying, repairing, replacing and maintaining thereon certain storm water drainage lines, if applicable, and utility lines, including such repairs, replacements and removals as may be from time to time requires. Said right shall be perpetual, but should Grantee cease to use said easement line for a period of one year, then the applicable easement shall become null and void, and all such applicable storm water drainage lines and / or utility lines or appurtenances thereon installed in or upon said lands shall be removed by Grantee within a reasonable time. Said utility extension lines and said storm water drainage line, if applicable, shall be laid so that the top thereof shall be buried not less than thirty inches below the natural surface of ground.

2. Maintenance.

- (a) Grantee shall restore the surface of the Storm Water and Utility Easement to their original condition immediately following any of Grantee's permitted activities within the easement areas, so that Grantor, its successor and assigns shall have the free and unobstructed use thereof, subject to the rights of Grantee herein provided. Grantee will make no unreasonable interference with such use of the surface of said lands by Grantor, its successor and assigns.
- (b) Grantee, upon the initial installation of said easements, and upon each and every occasion that the same is required, renewed, added or removed, shall restore the premises of Tract 1, and any such buildings or improvements disturbed, to the condition they were in prior to any such installation or work, including the restoration of any topsoil.
- (c) If, in an emergency, it shall become necessary for Grantor to promptly make any repairs that otherwise would have been the responsibility of the Grantee, or if the Grantee shall fail to adequately maintain the Utility Easement as provided herein, then Grantor, at its sole option, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive payment from the Grantee either within thirty (30) days of oral notification of its intention to make such repairs or upon the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

3. Indemnification.

- (a) Grantor, its successors and assigns, will not be responsible for damages by others to said storm water drainage line, if applicable, and / or utility lines. Grantee shall indemnify, defend and hold harmless Grantor from any damages or liability, costs or expenses, including attorney's fees on account of injury to

or death of any person or persons whomsoever, or to property that might arise from the use, construction, installation, repair, replacement, operation or maintenance of the Utility Easement and associated lines by Grantee, its agents, employees, contractors, or anyone authorized by Grantee.

- (b) The Grantee will carry and keep in force, at its own expense, Comprehensive General Liability insurance with companies licensed to do business in the state where the land is located, in an amount not less than \$1,000,000 single limited personal injury and property damage and \$2,000,000 combined personal injury and property damage. All policies of insurance shall be considered primary of any existing, similar insurance carried by the Grantor. The Grantee shall furnish Grantor with a Certificate of Insurance.

4. Hazardous Waste.

Grantee (hereafter the indemnifying party), its successors and assigns, shall indemnify, defend and hold harmless Grantor from and against any and all losses, liabilities (including strict liability), damages, injuries, expense, and cost including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, but not limited to as amended, the comprehensive, state or local authorities, Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state, or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulation, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns, by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined hereinbelow) resulting from the operations of the Grantee upon or under any parcel of land owned by Grantor. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "hazardous substance," or "hazardous material" under applicable law, (ii) petroleum or petroleum products, (iii) asbestos or asbestos containing materials, or (iv) lead or lead containing materials.

5. Public Grant.

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

6. Duration.

The agreements contained herein and the rights granted hereby shall run with the Grantee's lease term to Tract 2 for the Storm Water Drainage Easement and Utility Easement areas and shall bind and enure to the benefit of the parties hereto and their respective heirs successors, and assigns; subject, however, to the provisions of this Utility Easement.

7. Change of Ownership.

Grantor its successors or assigns shall have the right at any time to assign or transfer to an affiliate, subsidiary or related company without consent.

8. Relocation.

- (a) Grantor reserves the right to modify or relocate the utility lines, associated easement and storm water drainage system provided any such modification or relocation does not prevent adequate delivery of such utility service to Tract 2.
- (b) In case of the opening of a public road or street adjacent to or upon Tract 1, then any portion of such Utility Easement and / or Storm Water Drainage easement interfering with the proper construction and maintenance of such

road or street shall be adjusted accordingly by Grantee, at its expense, so as not to interfere with such road or street.

9. Heading.

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.

10. Counterparts.

This Utility Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. Amendment.

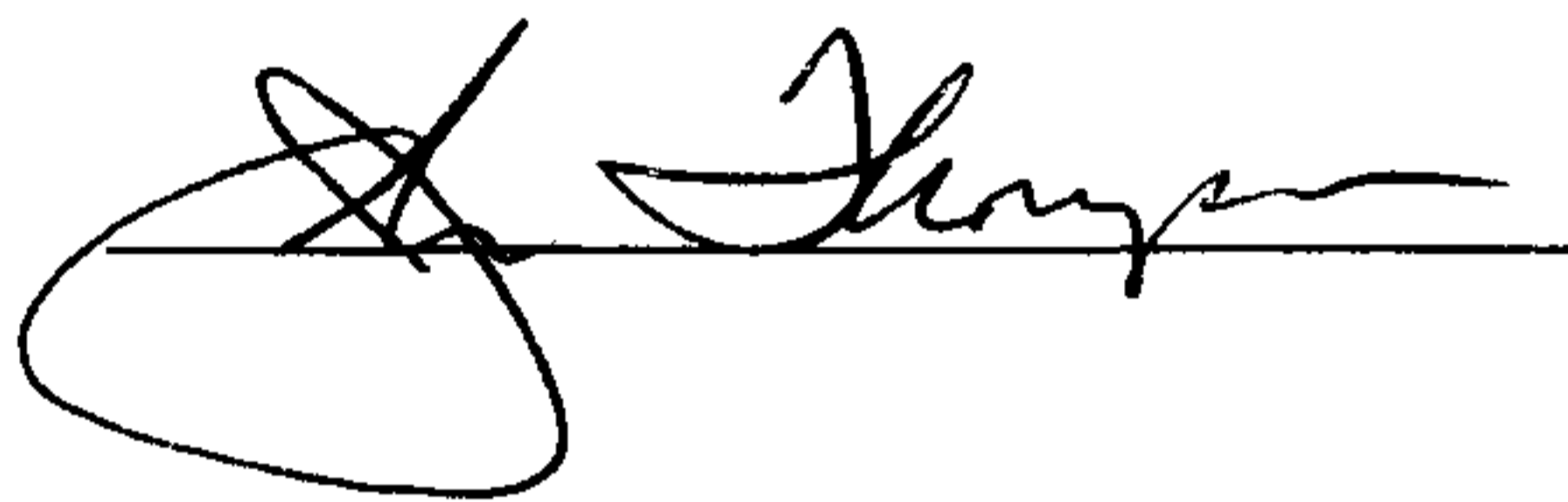
This Utility Easement may not be modified or amended except in writing signed by the parties hereto.

12. Law Governing.

This Utility Easement shall be governed by the law of the state in which the land is located.

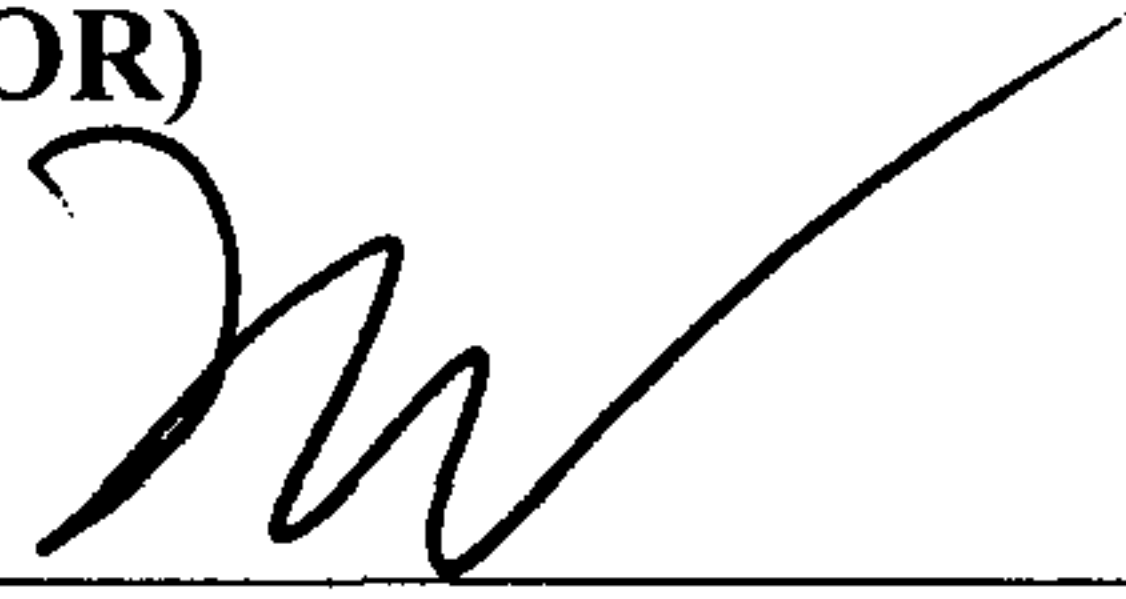
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ATTEST:



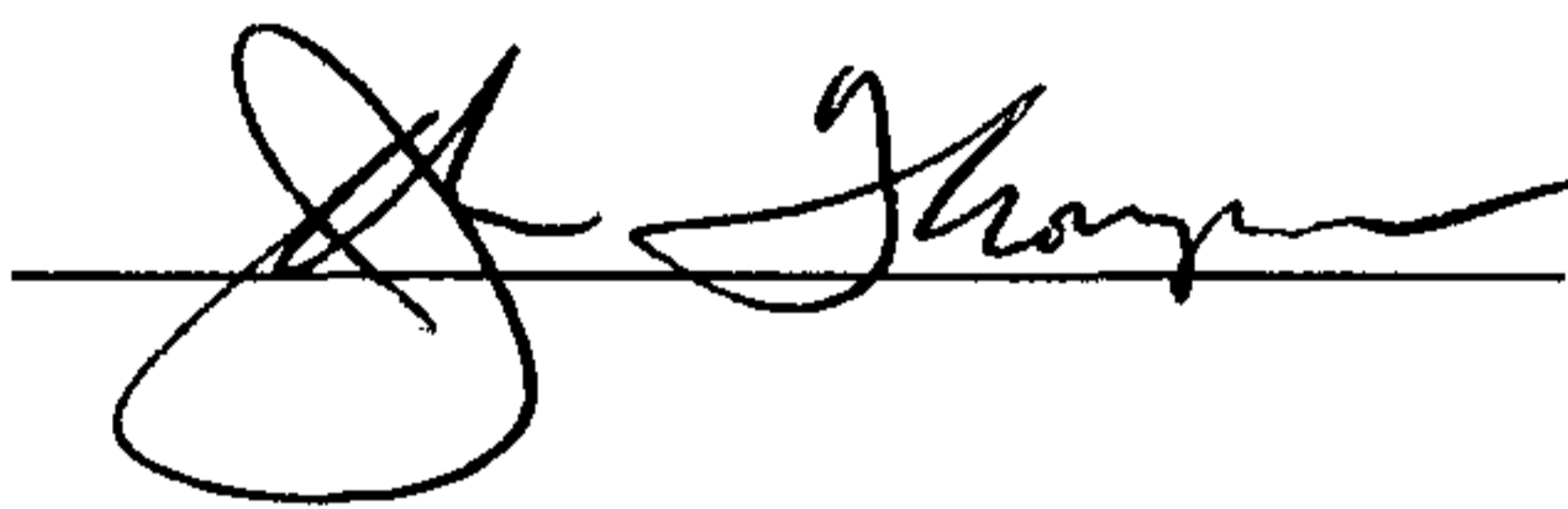
**WAL-MART REAL ESTATE BUSINESS
TRUST, A Delaware Statutory Trust
(GRANTOR)**

By:



Martin G. Gilbert Jr.
Director, Fueling Station Development

ATTEST:



AGREED AND CONSENTED BY:

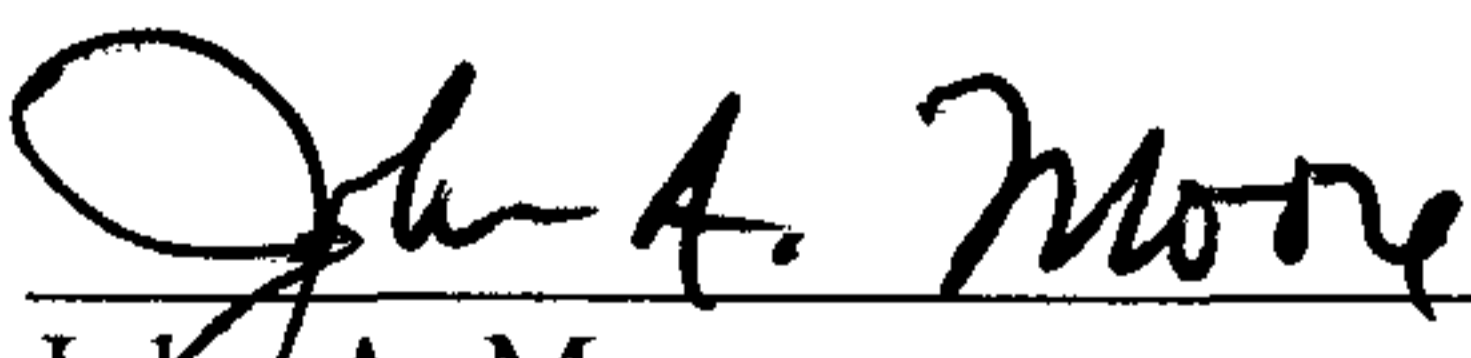
**WAL-MART STORES EAST, LP a
Delaware Limited Partnership**

By:



Matthew R. Desmond
Director of Wal-Mart Realty

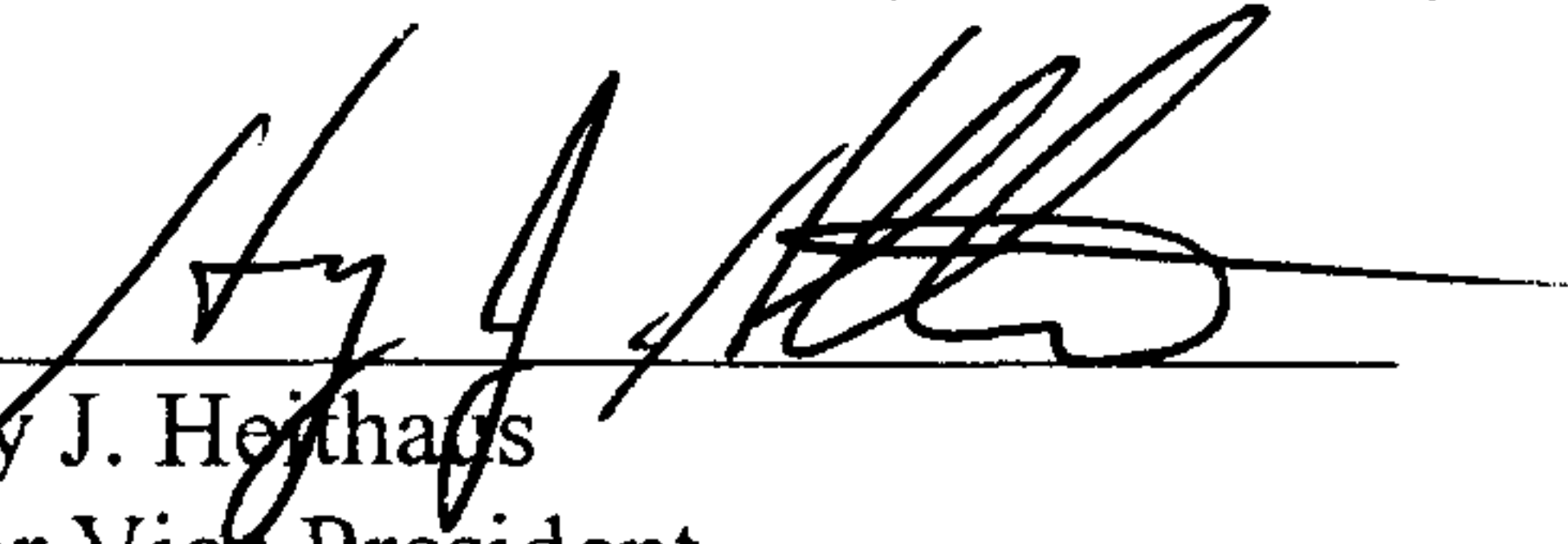
ATTEST:



John A. Moore
Assistant Secretary,
Murphy USA Marketing Company

MURPHY OIL USA, INC. (GRANTEE)

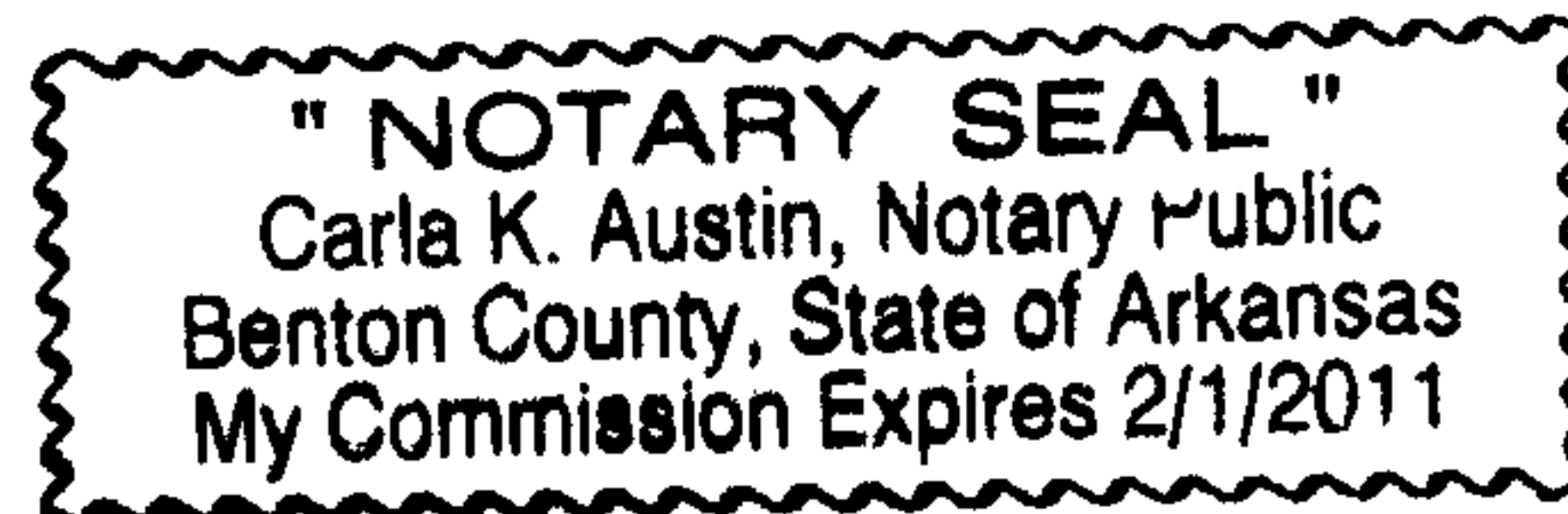
By:



Henry J. Heithaus
Senior Vice President,
Murphy USA Marketing Company

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
) S.S.
COUNTY OF BENTON)



On this 6th day of November, 2003, before me, the undersigned notary public in and for said County and State, personally appeared before me **Martin G. Gilbert Jr.**, to me personally known, who, being by me duly sworn, did say that he is the Director of **FUELING STATION DEVELOPMENT**, and that the seal affixed to the forgoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Martin G. Gilbert Jr., Assistant Secretary, acknowledged said instrument to be the free act and deed of said corporation.

WITNESS BY HAND and notarial seal subscribed and affixed in said County and State the 6th day of November, 2003.

Carla Kay Austin
Notary Public
Residing at: Benton County, AR

My Commission Expires: 2-1-2011

CORPORTATE ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) S.S.
COUNTY OF UNION)

On this 17 day of October, 2003, before me, the undersigned notary public in and for said County and State, personally appeared before me Henry J. Heithaus, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President of **MURPHY OIL USA, INC.**, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and John A. Moore, acknowledged said instrument to be the free act and deed of said corporation.

WITNESS BY HAND and notarial seal subscribed and affixed in said County and State the 17th day of October, 2003.

Kim Cook
Notary Public
Residing at: Murphy Oil
Union Co., AR

My Commission Expires: 2-1-2013

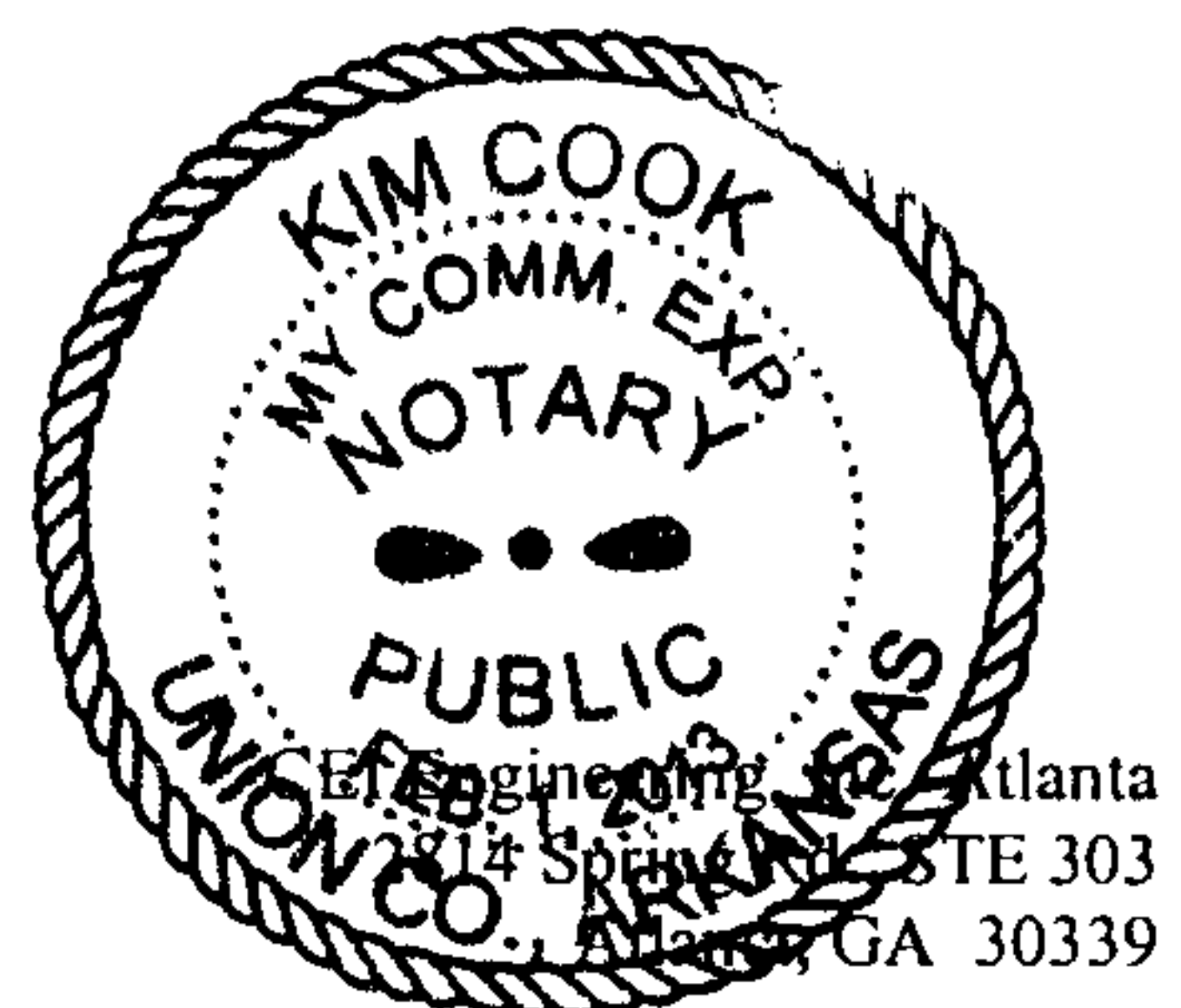


EXHIBIT A

Pelham, AL
WAL-MART #5262

WAL-MART PROPERTY DESCRIPTION

THIS DESCRIPTION IS BASED ON THE PROPOSED WAL MART TRACT AS DEPICTED ON THE CIVIL PLANS PREPARED BY HENRY ENGINEERING ASSOCIATES, INC. ISSUED MARCH 31, 2003. ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OR THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SAID POINT BEING THE POINT OF BEGINNING. WITH THE POINT OF BEGINNING BEING ESTABLISHED:

THENCE S86°17'39"E, A DISTANCE OF 447.14' TO A POINT;
THENCE S00°31'50"W, A DISTANCE OF 1,218.99' TO A POINT;
THENCE S86°49'57"E, A DISTANCE OF 10.80' TO A POINT;
THENCE S00°16'43"W, A DISTANCE OF 102.87' TO A POINT;
THENCE S47°21'35"W, A DISTANCE OF 219.39' TO A POINT;
THENCE N44°19'48"W, A DISTANCE OF 42.03' TO A POINT;
THENCE N38°51'38"W, A DISTANCE OF 115.77' TO A POINT;
THENCE N51°42'37"W, A DISTANCE OF 89.72' TO A POINT;
THENCE S69°39'29"W, A DISTANCE OF 182.00' TO A POINT;
THENCE N34°00'30"W, A DISTANCE OF 142.58' TO A POINT;
THENCE N24°03'20"W, A DISTANCE OF 133.53' TO A POINT;
THENCE N34°11'03"W, A DISTANCE OF 307.90' TO A POINT;
THENCE N34°14'41"W, A DISTANCE OF 194.61' TO A POINT;
THENCE N60°52'24"E, A DISTANCE OF 249.57' TO A POINT;
THENCE N34°07'58"W, A DISTANCE OF 414.63' TO A POINT;
THENCE N59°57'31"E, A DISTANCE OF 224.47' TO A POINT;
THENCE N05°26'58"W, A DISTANCE OF 175.66' TO A POINT;
THENCE S86°17'39"E, A DISTANCE OF 313.62' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,047,843.60 SQUARE FEET OR 24.0552-ACRES, MORE OR LESS.

EXHIBIT B

Pelham, AL
WAL-MART #5262

MURPHY OIL LEASE DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OR THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST,

THENCE S86°17'39"E, A DISTANCE OF 447.14' TO A POINT;
THENCE S00°31'50"W, A DISTANCE OF 1,218.99' TO A POINT;
THENCE S86°49'57"E, A DISTANCE OF 10.80' TO A POINT;
THENCE S00°16'43"W, A DISTANCE OF 102.87' TO A POINT;
THENCE S47°21'35"W, A DISTANCE OF 219.39' TO A POINT;
THENCE N44°19'48"W, A DISTANCE OF 42.03' TO A POINT;
THENCE N38°51'38"W, A DISTANCE OF 115.77' TO A POINT;
THENCE N51°42'37"W, A DISTANCE OF 89.72' TO A POINT;
THENCE S69°39'29"W, A DISTANCE OF 182.00' TO A POINT;
THENCE N34°00'30"W, A DISTANCE OF 142.58' TO A POINT;
THENCE N24°03'20"W, A DISTANCE OF 133.53' TO A POINT;
THENCE N34°11'03"W, A DISTANCE OF 167.60' TO A POINT;
THENCE N55°48'57"E, A DISTANCE OF 19.37' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING. WITH THE POINT OF BEGINNING BEING ESTABLISHED:

THENCE N43°34'03"W, A DISTANCE OF 27.87' TO A POINT;
THENCE N00°00'00"W, A DISTANCE OF 196.80' TO A POINT;
THENCE N90°00'00"E, A DISTANCE OF 129.83' TO A POINT;
THENCE S00°00'00"E, A DISTANCE OF 217.00' TO A POINT;
THENCE S90°00'00"W, A DISTANCE OF 110.62' TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS AN AREA OF 27,979.67 SQUARE FEET OR 0.6423-ACRES, MORE OR LESS.

EXHIBIT C1

Pelham, AL
WAL-MART #5262

WATER EASEMENT

(If location of said easement changes from this site plan, then a new plan shall be attached and replace this Exhibit C1, and shall be initialed and dated by parties executing this easement within 20 days of completed easement construction)

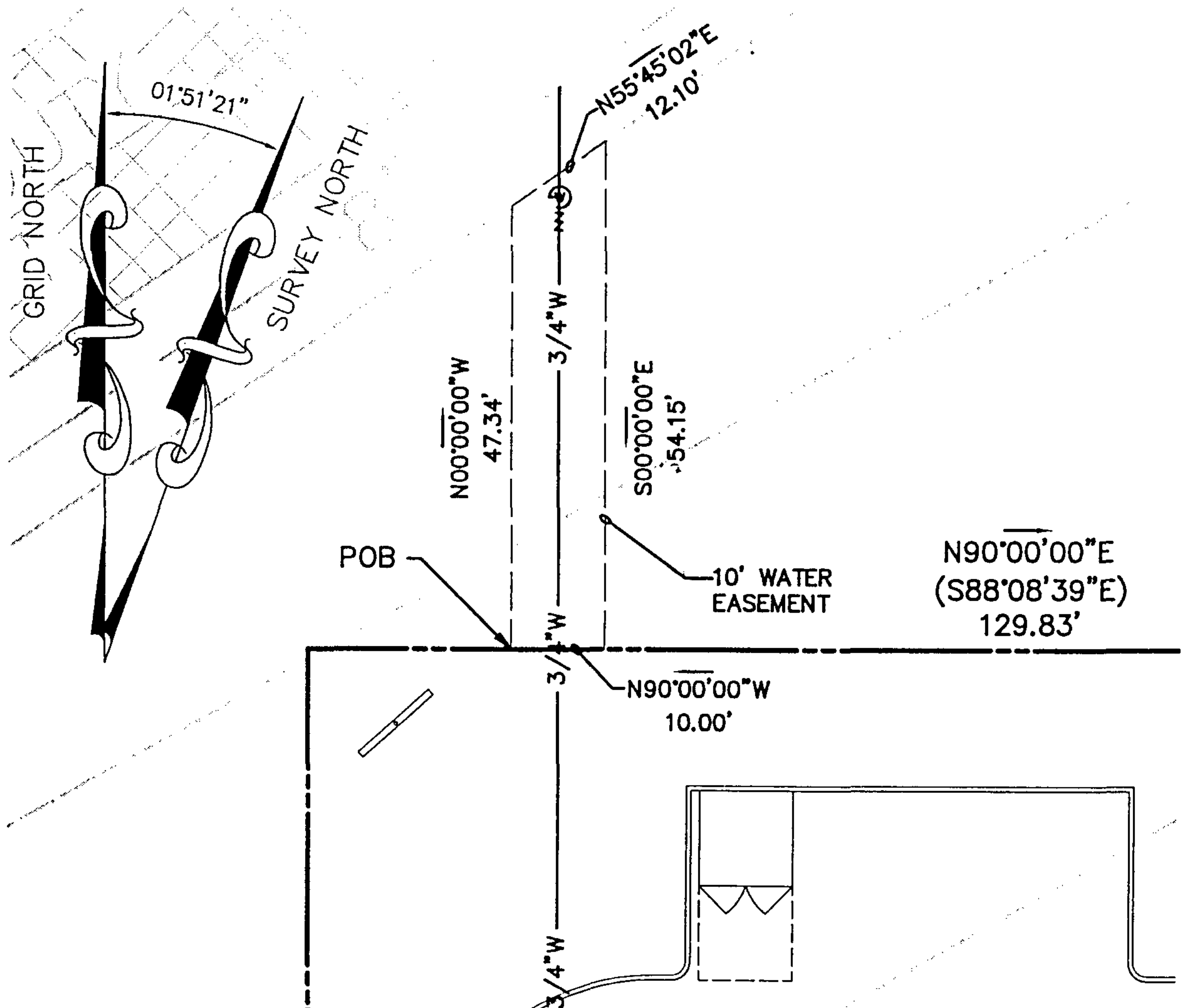


EXHIBIT C2

Pelham, AL
WAL-MART #5262

ELECTRIC & TELEPHONE EASEMENT

(If location of said easement changes from this site plan, then a new plan shall be attached and replace this Exhibit C2, and shall be initialed and dated by parties executing this easement within 20 days of completed easement construction)

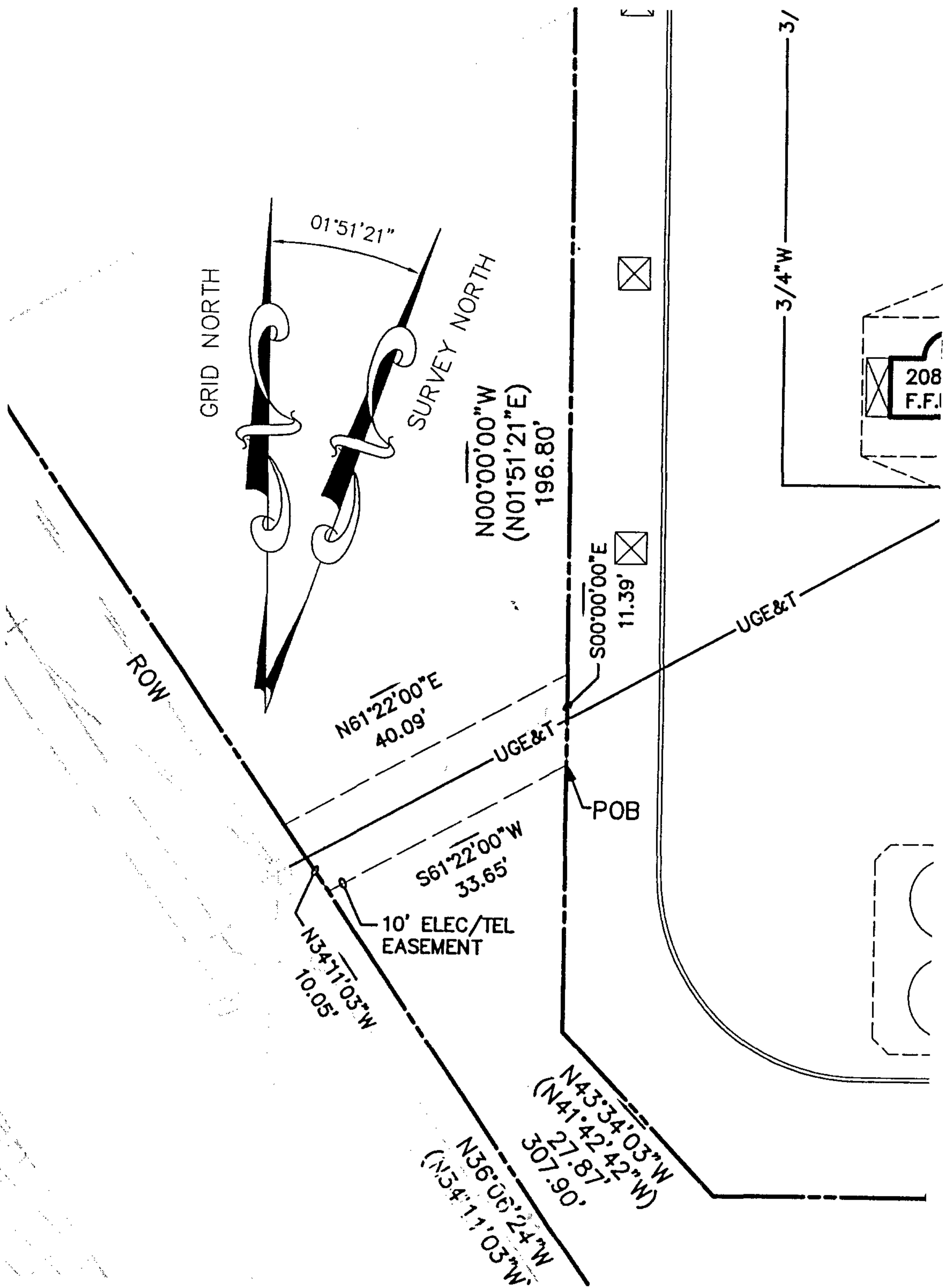


EXHIBIT D1

Pelham, AL
WAL-MART #5262

WATER EASEMENT

(Exact legal description to be furnished within 20 days of completed easement construction, inserted in this place, initialed and dated by parties executing this easement)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OR THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST,

THENCE S86°17'39"E, A DISTANCE OF 447.14' TO A POINT;
THENCE S00°31'50"W, A DISTANCE OF 1,218.99' TO A POINT;
THENCE S86°49'57"E, A DISTANCE OF 10.80' TO A POINT;
THENCE S00°16'43"W, A DISTANCE OF 102.87' TO A POINT;
THENCE S47°21'35"W, A DISTANCE OF 219.39' TO A POINT;
THENCE N44°19'48"W, A DISTANCE OF 42.03' TO A POINT;
THENCE N38°51'38"W, A DISTANCE OF 115.77' TO A POINT;
THENCE N51°42'37"W, A DISTANCE OF 89.72' TO A POINT;
THENCE S69°39'29"W, A DISTANCE OF 182.00' TO A POINT;
THENCE N34°00'30"W, A DISTANCE OF 142.58' TO A POINT;
THENCE N24°03'20"W, A DISTANCE OF 133.53' TO A POINT;
THENCE N34°11'03"W, A DISTANCE OF 167.60' TO A POINT;
THENCE N55°48'57"E, A DISTANCE OF 19.37' TO A POINT;
THENCE N43°34'03"W, A DISTANCE OF 27.87' TO A POINT;
THENCE N00°00'00"W, A DISTANCE OF 196.80' TO A POINT;
THENCE N90°00'00"E, A DISTANCE OF 21.60' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING. WITH THE POINT OF BEGINNING BEING ESTABLISHED:

THENCE N00°00'00"W, A DISTANCE OF 47.34' TO A POINT;
THENCE N55°45'02"E, A DISTANCE OF 12.10' TO A POINT;
THENCE S00°00'00"E, A DISTANCE OF 54.15' TO A POINT;
THENCE N90°00'00"W, A DISTANCE OF 10.00' TO THE POINT OF BEGINNING.

PROPOSED EASEMENT AREA CONTAINS 507.47 SQUARE FEET, MORE OR LESS.

EXHIBIT D2

Pelham, AL
WAL-MART #5262

ELECTRIC & TELEPHONE EASEMENT

(Exact legal description to be furnished within 20 days of completed easement construction, inserted in this place, initialed and dated by parties executing this easement)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S00°31'50"W, A DISTANCE OF 1,218.99' TO A POINT;
THENCE S86°49'57"E, A DISTANCE OF 10.80' TO A POINT;
THENCE S00°16'43"W, A DISTANCE OF 102.87' TO A POINT;
THENCE S47°21'35"W, A DISTANCE OF 219.39' TO A POINT;
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THENCE N51°42'37"W, A DISTANCE OF 89.72' TO A POINT;
THENCE S69°39'29"W, A DISTANCE OF 182.00' TO A POINT;
THENCE N34°00'30"W, A DISTANCE OF 142.58' TO A POINT;
THENCE N24°03'20"W, A DISTANCE OF 133.53' TO A POINT;
THENCE N34°11'03"W, A DISTANCE OF 167.60' TO A POINT;
THENCE N55°48'57"E, A DISTANCE OF 19.37' TO A POINT;
THENCE N43°34'03"W, A DISTANCE OF 27.87' TO A POINT;
THENCE N00°00'00"W, A DISTANCE OF 33.22' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING. WITH THE POINT OF BEGINNING BEING ESTABLISHED:

THENCE S61°22'00"W, A DISTANCE OF 33.65' TO A POINT;
THENCE N34°11'03"W, A DISTANCE OF 10.05' TO A POINT;
THENCE N61°22'00"E, A DISTANCE OF 40.09' TO A POINT;
THENCE S00°00'00"E, A DISTANCE OF 11.39' TO THE POINT OF BEGINNING.

PROPOSED EASEMENT AREA CONTAINS 368.71 SQUARE FEET, MORE OR LESS.

EXHIBIT E

Pelham, AL
WAL-MART #5262

OVERALL SITE PLAN

(If location of said easement changes from this site plan, then a new plan shall be attached and replace this Exhibit E, and shall be initialed and dated by parties executing this easement within 20 days of completed easement construction)

