

20070108000008320 1/5 \$23.50  
Shelby Cnty Judge of Probate, AL  
01/08/2007 08:36:43AM FILED/CERT

This instrument prepared by:  
**Magnolia River Services Inc.**  
711 Nance Ford Road Suite E  
Hartselle, AL 35640

## STATE OF ALABAMA

### SHELBY COUNTY

#### EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) and other good and valuable considerations unto the undersigned Grantor **Wal-Mart Stores East LP, a Delaware statutory trust, whose address is 2001 SE 10<sup>th</sup> Street, Bentonville, AR 72716**, property owner (hereinafter at times referred to as the "Grantor") in hand paid by **ALABAMA GAS CORPORATION**, an Alabama corporation, the receipt and sufficiency of which considerations are hereby acknowledged, and the said Grantor does hereby grant, bargain, sell and convey unto the said Alabama Gas Corporation, its successors, assigns and lessees from the date hereof a right-of-way and easement 10 feet in width for any one or more of the following purposes: Laying, constructing, erecting, setting, installing, renewing, repairing, inspecting, replacing, maintaining, operating, removing, changing the size of, modifying and relocating one or more of its pipe or pipelines, mains, conduits and appliances and appurtenances thereto over, under, upon and across the property described below and shown on attached survey. Said easement is situated in the Southwest quarter Section 26, Township 19 South, Range 1 West, Shelby County, Alabama. With the centerline of said easement being more particularly described as follows:

Commence at the Northeast corner of the Southwest one-quarter of the Southwest one-quarter of Section 26, Township 19 South, Range 1 West; thence run South 00 degrees 40 minutes 35 seconds East along the East line of said quarter-quarter for a distance of 209.96 feet; thence leaving said East line, run North 46 degrees 02 minutes 28 seconds West for a distance of 295.00 feet to a point on the South line of the Northwest one-quarter the Southwest one-quarter of said Section; thence run South 88 degrees 35 minutes 27 seconds West along the South line for a distance of 45.00 feet; thence leaving said South line, run North 00 degrees 13 minutes 13 seconds West for a distance of 41.89 feet; thence run North 79 degrees 29 minutes 21 seconds West for a distance of 157.97 feet; thence run North 82 degrees 38 minutes 30 seconds West for a distance of 273.61 feet; thence run South 81 degrees 07 minutes 40 seconds West for a distance of 54.84 feet; thence run South 05 degrees 41 minutes 18 seconds West for a distance of 109.93 feet; thence run South 88 degrees 35 minutes 27 seconds West for a distance of 209.67 feet; thence run North 00 degrees 49 minutes 36 seconds West for a distance of 954.91 feet to a point on the Southernmost right of way line of U.S. Highway 280 (right of way varies); thence run North 79 degrees 39 minutes 33 seconds East for a distance of 46.89 feet to the POINT OF BEGINNING; thence departing said Southernmost right of way line of U. S. Highway 280, run South 10 degrees 20 minutes 16 seconds East for a distance of 71.82 feet to a point; thence run North 89 degrees 41 minutes 51 seconds East for 184.53 feet to a point; thence run North 47 degrees 05 minutes 15 seconds East for 193.15 feet to the



POINT OF ENDING, which is a point on said Southernmost right of way line of U.S. Highway 280.  
Said point contains 4495.2 square feet or 0.10 acres.

Together with the right of ingress to and egress from said strip of land adjacent lands of the Grantor and all the rights and privileges necessary or convenient for the full enjoyment and use of said right-of-way and easement for the purposes above designated.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said ALABAMA GAS CORPORATION, and its successors, assigns and lessees, provided, however, that the Grantor herein expressly reserves for itself and its successors and assigns the right to use and enjoy the premises above described in so far as such use and enjoyment by the Grantor, its successors and assigns shall not unreasonably interfere with the use of said easement and right-of-way by the said ALABAMA GAS CORPORATION, its successors, assigns and the lessees under the grant herein set forth, and provided further that the Grantor and its successors, assigns will place no permanent structures upon the said right-of-way and easement. The Grantor expressly covenants that it is the owner in fee of the real property herein conveyed and has a good right to execute this agreement and to grant said easement and right-of-way.

Notwithstanding anything to the contrary contained here in:


Grantee agrees to use due care in any use of the easement here in granted and in the construction, installation, repair, replacement and maintenance either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation.

Grantee will forever waive and hold Grantor harmless for, and defend Grantor against, any claims, losses, causes of action, and suits which arise from Grantee's, its agents', employees' or invitees' acts or omissions, including but not limited to the use of the easement herein granted and will indemnify Grantor for any losses suffered due to any such claims, losses, causes of action or suits.

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 relocate said easement upon Grantor's property. Upon fifteen (15) days written notice Grantee shall release and extinguish all its rights granted pursuant to this easement.

Grantee shall not interfere with Grantor's business operations while utilizing this easement.

In exercising any rights and privileges under this easement, Grantee shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities.

  
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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 improvements or 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.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed for and in its corporate name and behalf and its corporate seal hereunto to be affixed and attested all by its proper officials who are thereunto duly authorized, on this the 14<sup>th</sup> day of November, 2006.

GRANTOR: WAL-MART STORES EAST, LP, a Delaware limited partnership

By: WSE Management, LLC, a Delaware limited liability company and general partner

Shelby County, AL 01/08/2007  
State of Alabama

Deed Tax: \$.50

By:

Chris Callaway  
Its Assistant Vice President

Approved as to legal terms only

by BEW

WAL-MART LEGAL DEPT

Date: 10/24/2006



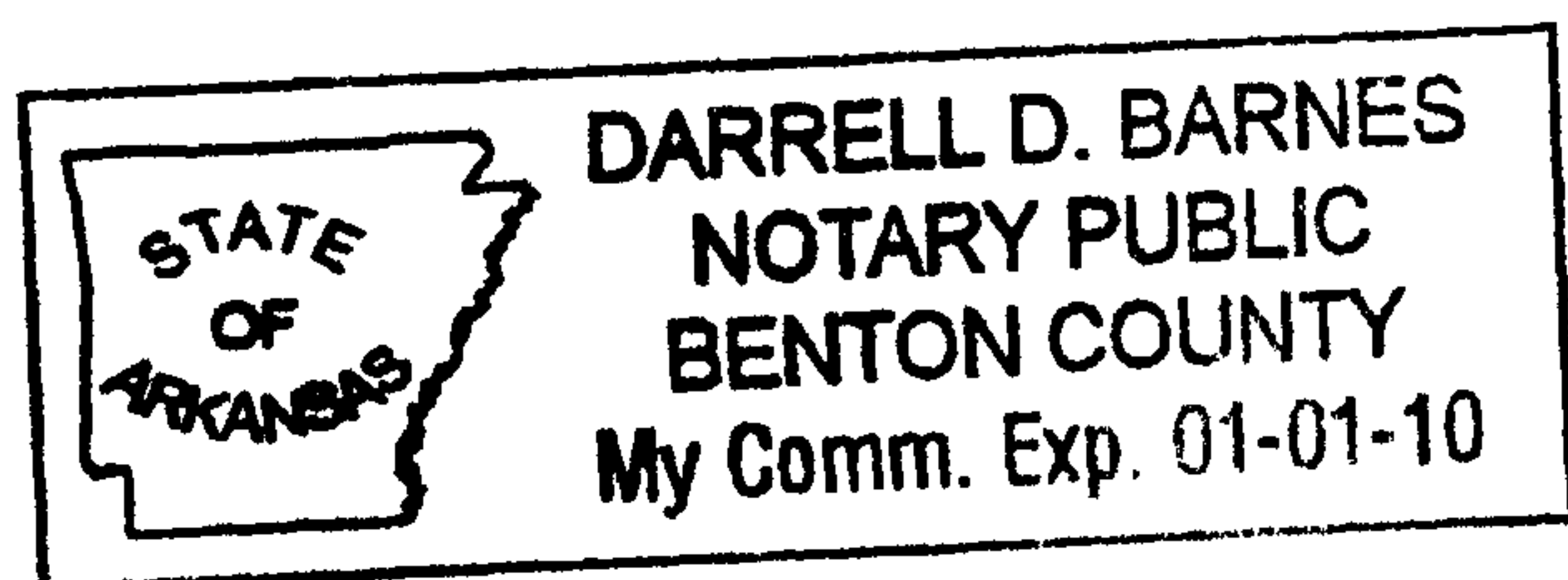
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STATE OF ARKANSAS

BENTON COUNTY

I, the undersigned, a **Notary Public** in and for said county in said state, hereby certify that J. Chris Callaway, whose name as Assistant Vice President of WSE Management, LLC, a Delaware limited liability company, as general partner of Wal-Mart Stores East, LP, a Delaware limited partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as general partner as aforesaid.

Given under my hand this 14<sup>th</sup> day of November, 2006.



A handwritten signature in cursive script, appearing to read "Darrell D. Barnes", written over a horizontal line.

Notary Public

My Commission expires 01-01-10

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