

\$ 500.00 JMC

PERMANENT EASEMENT DEED

Wal-Mart Real Estate Business Trust

STATE OF ALABAMA)
)
SHELBY COUNTY)

PID #: 097260002018.005

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land for the purpose of constructing, operating, maintaining and repairing water and/or sanitary sewer mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. Said strip of land being located within the property of the undersigned Grantors as described in Instrument Number: 20071129000541080, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

The approximate alignment and orientation of easement is as shown on the attached Exhibit A.

The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at

any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.


Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water and/or sanitary sewer line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 9th day of April, 2015.

WAL-MART REAL ESTATE BUSINESS TRUST
a Delaware statutory trust

By: [Signature]
Name: J. Scott Greer
Title: Senior Director


20150423000132500 2/4 \$24.00
Shelby Cnty Judge of Probate, AL
04/23/2015 03:25:14 PM FILED/CERT

STATE OF ARKANSAS
BENTON COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, J. Scott Greear, Senior Director, an Authorized Representative of Wal-Mart Real Estate Business Trust, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 9th day of April, 2015.

Dawn Michelle Griggs
Notary Public for the State of Arkansas
My commission expires August 15, 2021

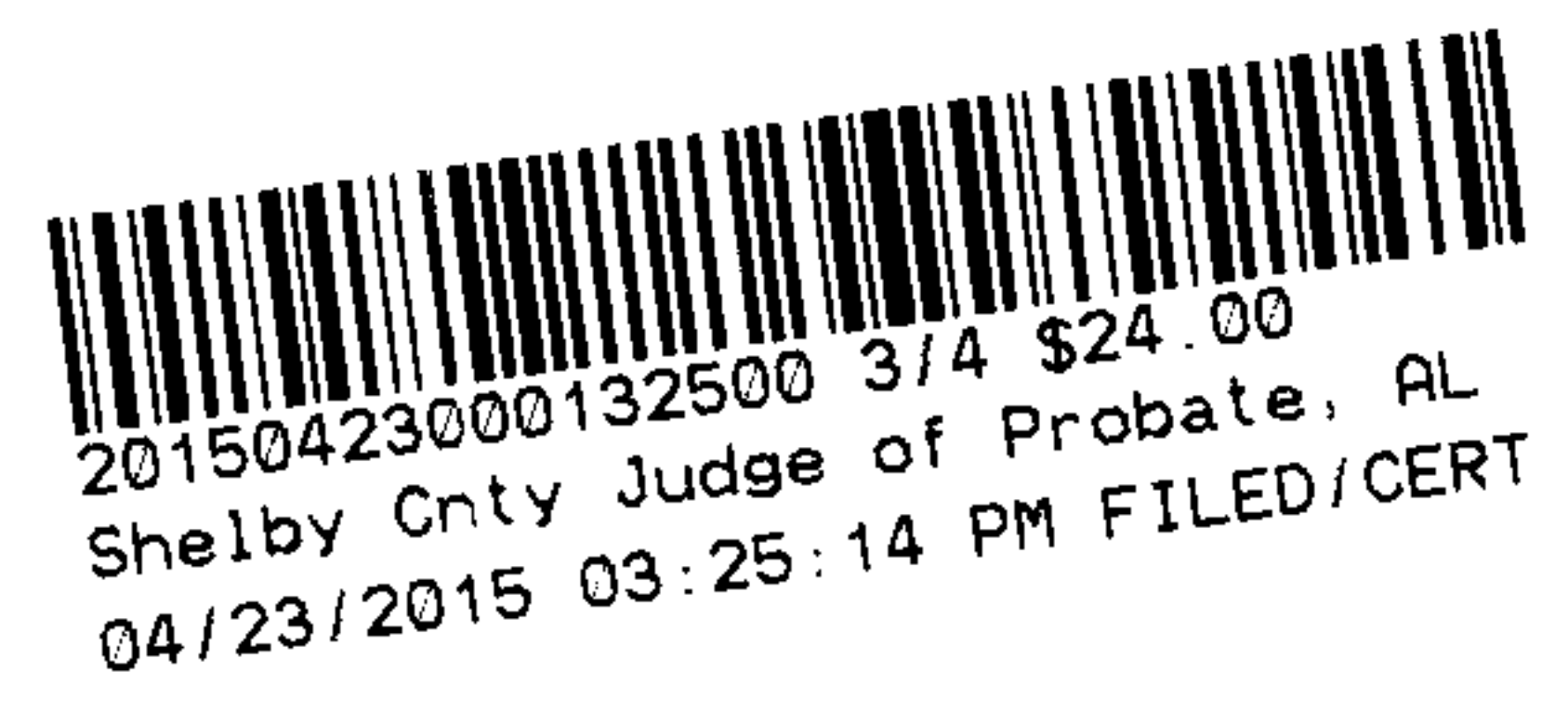
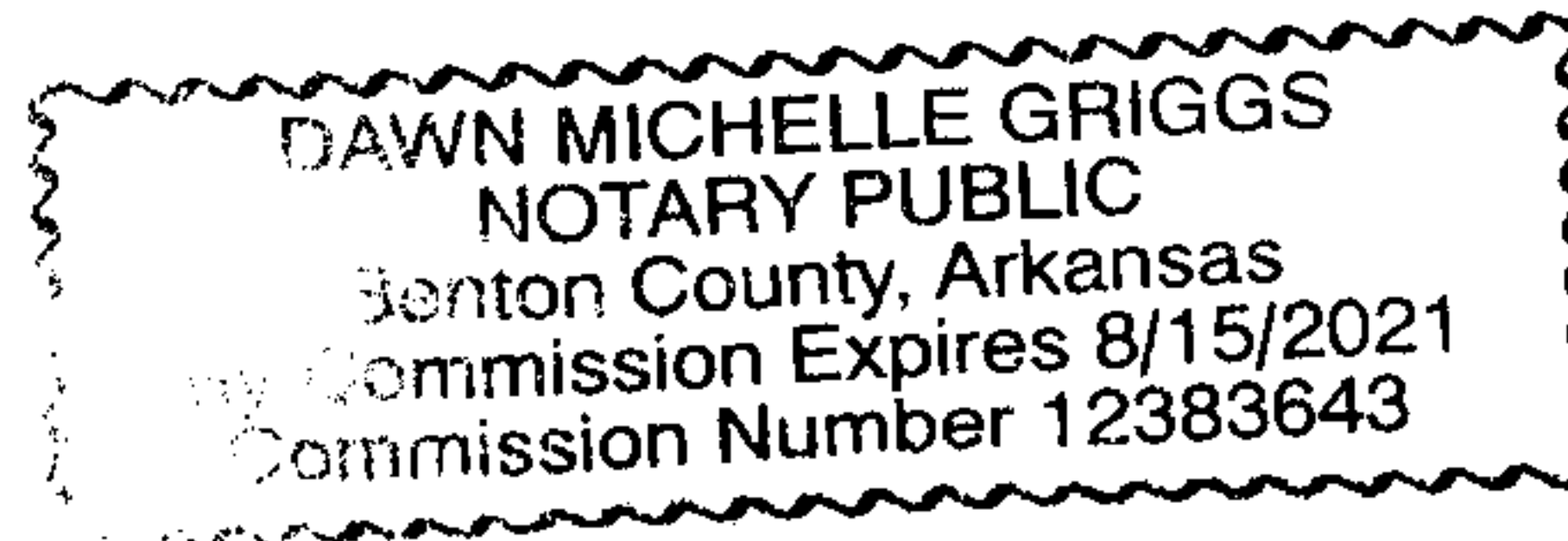
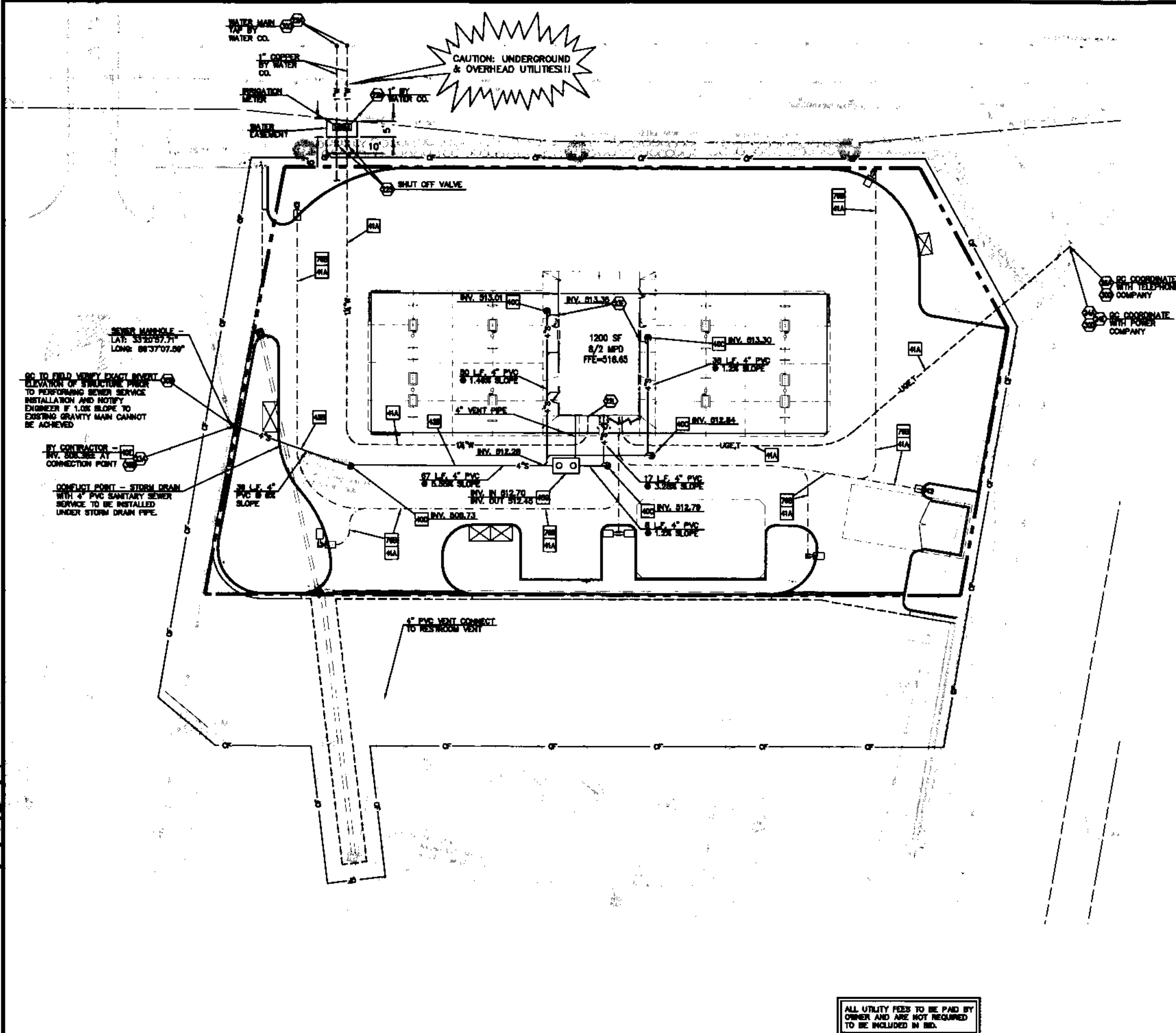


Exhibit "A"

20150423000132500 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
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ALL UTILITY FEES TO BE PAID BY OWNER AND ARE NOT REQUIRED TO BE INCLUDED IN BID.

UTILITY INSTALLATION RESPONSIBILITIES

- WATER SERVICE:**
- UTILITY CO. TO PROVIDE DOMESTIC/IRRIGATION METERS AND BOXES.
 - UTILITY CO. TO MAKE DOMESTIC/IRRIGATION TAPS.
 - CONTRACTOR TO PROVIDE & INSTALL ALL WATER LINE, SHUT OFF VALVE & APPURTENANCES FROM METER TO BUILDING.
- POWER SERVICE:**
- POWER COMPANY TO PROVIDE AND INSTALL RISER AND CONNECT POWER AND SECONDARY WIRE.
 - POWER COMPANY WILL PULL SECONDARY FROM BUILDING TO POLE AND CONNECT.
 - POWER COMPANY TO INSPECT 36" DEEP TRENCH.
 - CONTRACTOR TO PROVIDE & INSTALL (2) 3" SCH. 40 CONDUITS WITH PULL STRING AND SWEEPS (50%) FROM POLE TO BUILDING ENTRY POINT.
- SEWER SERVICE:**
- CONTRACTOR MAKES SEWER TAP UNDER UTILITY CO. SUPERVISION.
 - CONTRACTOR TO PROVIDE & INSTALL ALL SEWER LINES AND CLEANOUTS FROM POINT OF CONNECTION TO BUILDING.
- TELEPHONE SERVICE:**
- CONTRACTOR TO PROVIDE AND INSTALL 2" CONDUIT WITH PULL STRING FROM BUILDING TO RIGHT OF WAY.
 - CONTRACTOR SHALL INSTALL A 6"x6"x8" FIRE RETARDANT PAINTED BACKBOARD AND IF GROUND CONNECTED TO BUS BAR COORDINATE WITH AT&T.
 - AT&T TO PROVIDE SERVICE / WIRES.
 - AT&T TO DIRECTIONAL BORE ROAD.

UTILITY FEE SCHEDULE

FEES TO BE PAID BY MURPHY:

WATER	SEWER	ELECTRIC
2755.74 DOMESTIC METER & TAP	1,888.00 TAP FEE	(NO FEES)
2755.74 IRRIGATION METER & TAP	8,944.00 TOTAL	
0.00 DEPOSIT (DOMESTIC)		
0.00 DEPOSIT (IRRIGATION)		
0.0148 TOTAL		

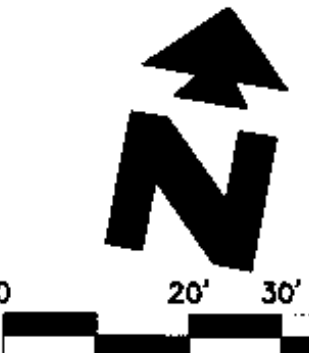
UTILITY CONTACTS

ELECTRIC	TELEPHONE
ALABAMA POWER	AT&T
2 INDUSTRIAL PARK DRIVE	2405 HWY 31
PELHAM, AL 35224	CHALFRA, AL 35040
CONTACT: JEFF PUTT	CONTACT: LARRY FOSHEE
(205) 228-1788	(205) 620-8788

WATER	SEWER
SHELBY COUNTY WATER SERVICE	SOUTHWEST WATER COMPANY
P.O. BOX 01	728 VALORE DRIVE
200 WEST COLLEGE STREET	BRIMMINGHAM, AL 35244
COLUMBIANA, AL 35051	CONTACT: YALANDAS MERCER
CONTACT: MICHAEL CAIN, P.E.	(205) 987-8362
(205) 870-8540	

THESE DRAWINGS DO NOT INCLUDE COMPONENTS FOR CONSTRUCTION SAFETY.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



LEGEND

- EXISTING**
- EXISTING HEAVY DUTY PAVEMENT
 - EXISTING CURB AND GUTTER
 - EXISTING OVERHEAD UTILITIES
 - EXISTING WATER LINE
 - EXISTING SANITARY SEWER LINE
 - EXISTING NATURAL GAS LINE
 - EXISTING PROPERTY LINE
 - EXISTING TREE LINE
 - EXISTING SANITARY SEWER MANHOLE
 - EXISTING UTILITY POLE
 - EXISTING LIGHT POLE
 - EXISTING GUY WIRE
 - EXISTING CATCH BASIN
- PROPOSED**
- BOUNDARY LINE
 - SANITARY SEWER SERVICE
 - UNDERGROUND ELECTRIC/TELEPHONE SERVICE
 - WATER SERVICE
 - SITE LIGHTING CONDUIT
 - CONSTRUCTION FENCE

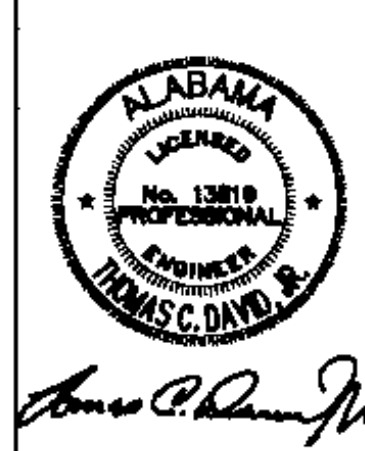
GENERAL UTILITY NOTES

- ALL BUILDING WATER LINES FROM METER TOWARDS BUILDING SHALL BE 1" DIA. SCHEDULE 40 PIPE UNLESS OTHERWISE LARGER. MEETING WITH OTHERS & ORSAS SPECIFICATIONS AND SHALL BE RATED FOR USE WITH POTABLE WATER PER NSF STD. 61 WITH 3/4" MIN. COVER.
- ALL SANITARY SEWER LINES SHALL BE SCHEDULE 40 PIPE UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY. PROVIDE 36" MINIMUM COVER.
- CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
- ALL ELECTRIC AND TELEPHONE EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DEBATED UTILITY COMPANIES.
- CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE CONCERNED AGENCY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
- PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OTHER UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM ENGINEER AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. INFORMATION SHALL BE MADE A MINIMUM OF (72) HOURS PRIOR TO CONSTRUCTION. ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
- CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SHIELDING, BRACING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.

UTILITY NOTES

- 22A POINT OF CONNECTION - WATER SERVICE (UTILITY CO. MAKES TAP)
 - 22B METERED DOMESTIC WATER SERVICE ENTRY PER ARCH. PLANS (SEE SIZES THIS SHEET)
 - 22M PROPOSED WATER METER - UTILITY CO. FURNISHES METER. UTILITY CO. TO MAKE TAP, INSTALL METER AND BOX
 - 22S SHUT OFF VALVE AS REQUIRED BY WATER CO. CONTRACTOR TO PROVIDE AND INSTALL PER DETAIL SH-14
 - 23A POINT OF CONNECTION - SANITARY SEWER SERVICE (CONTRACTOR MAKES TAP UNDER UTILITY CO. SUPERVISION)
 - 23B SANITARY SEWER SERVICE ENTRY (PER ARCH. PLANS)
 - 24A POINT OF CONNECTION FOR UNDERGROUND ELECTRIC SERVICE - CONTRACTOR TO PROVIDE AND INSTALL (2) 3" SCH. 40 CONDUITS FROM BUILDING TO POLE WITH 3/4" MIN. SWEEPS & PULL STRING. POWER CO. TO PROVIDE AND INSTALL RISER, PRIMARY WIRE AND SECONDARY WIRE
 - 24C POLE MOUNTED TRANSFORMER POWER COMPANY TO PROVIDE (POLE MOUNTED TRANSFORMER)
 - 24D POINT OF CONNECTION FOR UNDERGROUND TELEPHONE (PER TELEPHONE COMPANY REQUIREMENTS) - 2" CONDUIT AND PULL STRING BY CONTRACTOR
 - 24E MAINTAIN MIN. 18" VERTICAL SEPARATION
 - 300 VERIFY LOCATION AND DEPTH OF EXISTING UTILITY BEFORE CONSTRUCTING PROPOSED UTILITY
 - 52B BORE AND JACK (SEE NOTE FOR LENGTH AND TYPE)
 - 760 CONDUIT FOR SITE LIGHTING (3/4" MIN.)
- UTILITY DETAILS**
- 400 SANITARY SEWER CLEAN-OUT (BRASS CLEAN-OUT COVERS)
 - 402 SANITARY SEWER SERVICE CONNECTION TO EXISTING SEWER MANHOLE
 - 41A TRENCH DETAIL
 - 42B SANITARY SEWER & WATER TRENCHING AND BEDDING
 - 480 GREASE INTERCEPTOR

SHEET NO. C-7



UTILITY PLAN
WALMART SUPERCENTER #4330
16073 HWY. 280
CHELSEA, ALABAMA

PAN AMERICAN ENGINEERS, LLC
P.O. BOX 89, 1717 JACOBSON STREET
ALBUQUERQUE, NM 87106
CONTACT: RICH ECKHART

MURPHY USA, INC.
422 N. WASHINGTON
P.O. BOX 7000
EL DORADO, AR 71731-7000