

STATE OF ALABAMA)
COUNTY OF SHELBY)

APCo W.E. No. A6170-06-A020
APCo Parcel No. 72250256-001
Wal-Mart — 630 Colonial Promenade Parkway (Store No. 423)
Site ID: 110026
Prepared by Kristen E. Spence
600 18th Street North
Birmingham, AL 35203

UTILITIES EASEMENT AGREEMENT

(Wal-Mart - Distribution)

2nd THIS UTILITIES EASEMENT AGREEMENT (this "Agreement") is made as of the day of October, 2020, between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, whose address is 2001 S.E. 10th Street, Bentonville, AR 72716 (hereinafter called "Grantor") and ALABAMA POWER COMPANY, an Alabama corporation, whose address is 600 18th Street North, Birmingham, AL 35203 (hereinafter called "Grantee").

WITNESSETH:

The said Grantor, for and in consideration of One and No/100 dollar (\$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 and easement (the "Easement") in, across, over, and under the Easement Area described below to distribute electrical power and to enter upon and to construct, reconstruct, use, operate, maintain, and patrol public overhead and underground utility lines, wires, poles, towers, frames, other structures, anchors, guys, conduits, manholes, transformers, cables, communication lines, fixtures, and all other equipment and appliances necessary, convenient or incidental to the full enjoyment and use of the Easement Area for the purposes described herein (collectively, "Facilities"); and further, the right of Grantee to grant, or otherwise permit the exercise of, the same rights, either in whole or in part to others (for example, public utilities, telecommunication companies, cable television companies, other electric utility companies, and so forth); and further the right to Grantee to cut, remove, and dispose of dead, diseased, weak, or leaning trees on lands of Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger, or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, timber so cut to become the property of Grantee; and further, the right of Grantee to install, maintain, and use anchors or guy wires on lands of Grantor adjacent to the Easement Area; and further, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area (Grantee agrees that it will not notify Grantor of the findings of any such studies unless requested in writing by Grantor or required by law); together with all rights, privileges, and easements necessary or useful in connection with the foregoing including the right of ingress and egress to and from the Easement Area and

Grantor's adjacent property. The Easement Area is a strip of land situated on a parcel of land owned by Grantor, each being more particularly described as follows:

Grantor's parcel of land located in Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described in Instrument No. 20040507000243190, in the probate office of said county; Said strip is depicted on Exhibit A (the "Easement Area") and the site location is shown on Exhibit B, both attached hereto and made a part hereof. Said easement shall be a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities, as applicable.

Grantor and Grantee further agree as follows with respect to the Easement:

1. Grantor shall have the right to use and enjoy fully said Easement Area subject to the easement and rights hereby granted, but Grantor agrees that it will not construct or permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said Easement Area or plant any trees therein without the written consent of Grantee, and will not construct or allow the construction or exercise of any activity which interferes with Grantee's full enjoyment and exercise of the easement and rights granted to Grantee. Grantor expressly grants to Grantee the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the premises regardless of whether the offending party is Grantor or a successor. Grantor will notify Grantee in the event Grantor contracts with a third party who owns or occupies, as a result thereof, any such buildings or other structures. Grantor acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to Grantee. Grantor and its successors or assigns shall have the right to pave the Easement Area and use the same as a parking lot or roadway and the right to install, maintain, replace, repair, remove, and operate non-electric utility lines, such as sanitary sewers, storm sewers, or gas lines, so long as such uses do not interfere with Grantee's construction, operation or maintenance of Grantee's Facilities and so long as all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any guy wire, anchor, pole or other structure or attachment thereto and at a distance greater than five (5) feet from any underground conductor. Grantee shall have no responsibility for any damage to such paving, roadways, parking lots or non-electric utility lines if not resulting from Grantee's gross negligence. Grantor has the right to use the premises for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper construction, reconstruction, use, operation, maintenance and patrol of the Facilities, and provided further that no trees shall be planted in the Easement Area or buildings or structures other than paving, curbing not more than six (6) inches in height, surface drainage improvements and the like, shall be constructed which might obstruct or otherwise interfere with any of the rights granted to Grantee hereunder.

2. 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 on the Easement Area that may injure, endanger or interfere with access to or the construction, operation or maintenance of said Facilities. However, Grantee will permit some planting of shrubbery that grows to not more than four (4) feet at maturity and grass provided these plants do not interfere with the access to and

maintenance of Grantee's Facilities and are planted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

3. In exercising any of the rights granted herein, Grantee will not unreasonably interfere with the normal use of the premises and, subject to paragraph 2, will at its sole cost and expense and with due diligence, restore any permitted landscaped area damaged by Grantee's activities hereunder on the Easement Area to substantially its condition immediately prior to the exercise of any such right. Grantee will notify Grantor prior to entering the Easement Area, if any necessary construction or maintenance will cause any unreasonable interference with use of, and/or the operation of Grantor's business located upon, the premises. Grantee shall keep the Easement Area and the premises free of Grantee's equipment and materials at all times, except when necessary because workmen are working in or about the Easement Area.

4. Grantor for itself and its successors and assigns, reserves the right, at Grantor's expense, to relocate the Easement Area and to cause Grantee to relocate all or any part of the Facilities installed therein to permit further development of the premises. In the event that relocation is necessary, the Easement shall be relocated on the premises or other property owned by Grantor in a location that is mutually agreeable to both Grantor and Grantee. Notwithstanding the above, Grantee shall have no obligation to relocate any of its Facilities outside the existing area unless Grantor shall have paid to Grantee the costs therefor as estimated by Grantee and Grantee shall have received from Grantor all needed rights with respect to the proposed new Easement Area. Grantor acknowledges that Grantee may require that any new location permit any tap or connection points of Grantee's Facilities on the Easement Area with other Facilities of Grantee to remain the same.

5. Grantee may assign this Easement or any part or interest therein to a successor to Grantee by merger or consolidation or by acquisition of substantially all of the assets or stock of Grantee, or Affiliate thereof, or to any other person or entity which assumes the transmission or distribution system, or part thereof, of Grantee. Additionally, Grantee may pledge, mortgage, collateralize or assign its rights hereunder to Grantee's primary mortgagee or any financing entity of Grantee. The term "Affiliate" as used herein shall mean an entity that controls, is controlled by, or is under common control with Grantee.

6. This Agreement contains all of the agreements and stipulations between Grantor and Grantee with respect to the granting of said Easement, and the same shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns. Neither party shall be responsible or liable for any duty or obligation hereunder arising after a permitted transfer of the premises or Easement, as applicable.

7. Grantee will not permit any mechanics', materialmen's or other liens to stand against the Easement Area or premises for work or materials furnished in connection with the Easement, and Grantee agrees to defend, indemnify and hold Grantor harmless from the same (including attorney's fees). Grantee, and Grantee's successors and assigns, shall defend, indemnify and hold harmless Grantor from and against any and all "Claims" asserted against or incurred by Grantor as a result of injury to or death of persons or damage to property caused by any negligent acts or omissions of Grantee, its agents or employees, occurring on or after the date of this Agreement, in connection with the easements granted herein. Grantor, and Grantor's successors and assigns, shall defend, indemnify and hold harmless Grantee from and against any and all "Claims" asserted against or incurred by Grantee as a result of injury to or death of persons or damage to property caused by any negligent acts or omissions of Grantor, its agents or

employees, occurring on or after the date of this Agreement, in connection with the easements granted herein. "Claims" shall mean any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses, but excluding attorney's fees.

8. The Easement shall be perpetual.

9. 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 Facilities or its use of 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.

10. The Easement is granted subject to all covenants, conditions, agreements and other matters of record existing as of the date of execution of this Agreement.

11. Grantee, by its acceptance of the delivery of this Agreement, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

12. This Agreement, including all attached exhibits and addenda (if applicable), may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement, notwithstanding that both parties shall not have signed the same counterpart. In enforcing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

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

[SIGNATURE PAGES FOLLOW]

GRANTOR:

**WAL-MART REAL ESTATE BUSINESS
TRUST**, a Delaware business trust

By:  _____

Name: Nick Goodner

Its: Senior Director


Real Estate & Portfolio Management

STATE OF ARKANSAS)

COUNTY OF BENTON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **NICK GOODNER**, whose name as Senior Director — Real Estate & Portfolio Management of **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware 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 therein, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said business trust.

Given under my hand and official seal, this the 24th day of September, 2020.



Notary Public

(SEAL)

Sheri Fiel-Torbett
Washington COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires 05/27/2030
Commission No. 12377216

My commission expires: 5.27.2030

GRANTEE:

ALABAMA POWER COMPANY, an Alabama corporation

By: [Signature]
Name: Andy Wade
Its: Land Supervisor
Land Acquisition — Legal

STATE OF ALABAMA)

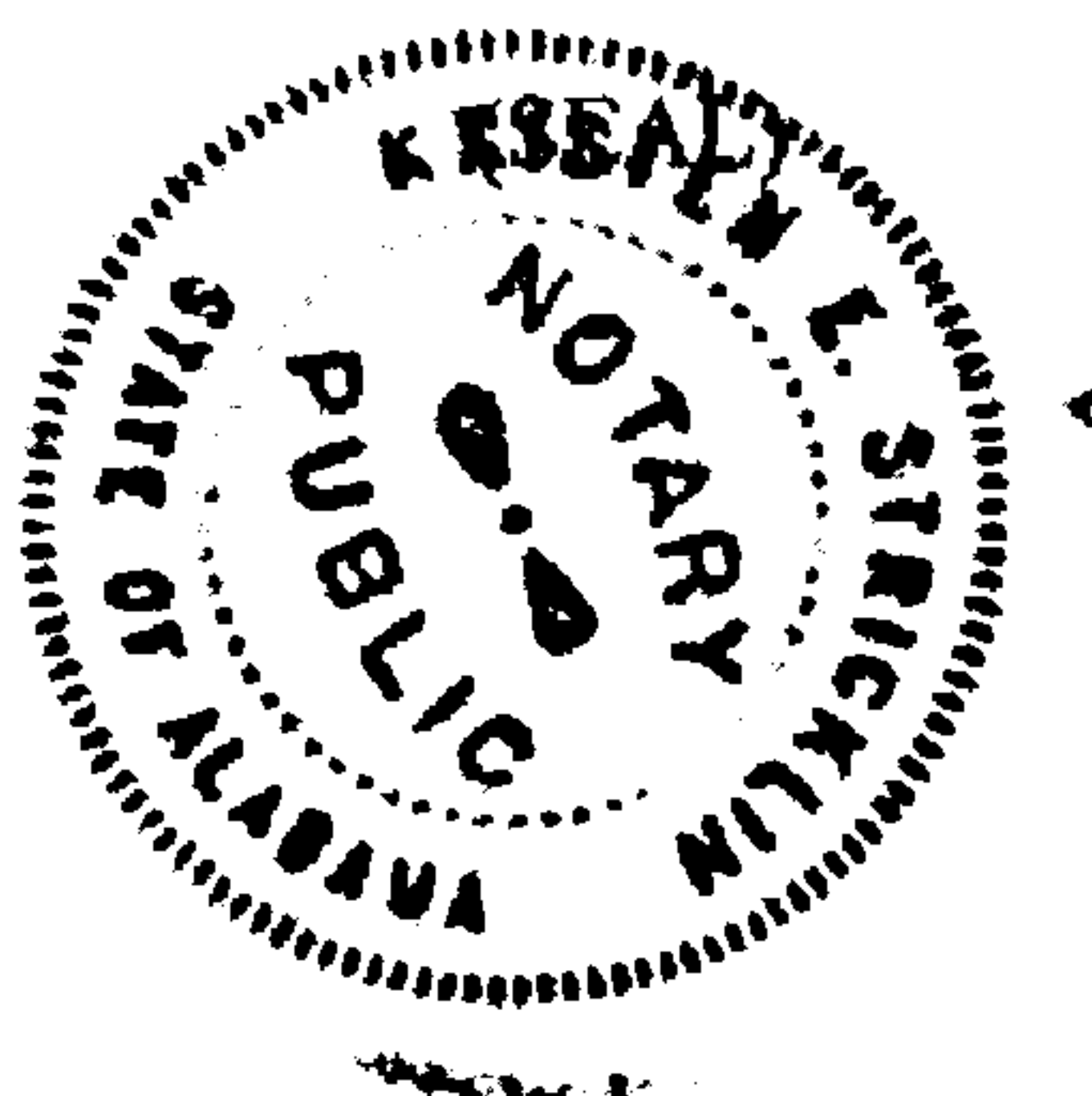
COUNTY OF JEFFERSON)

I, Kristen E. Stricklin, a Notary Public, in and for said State at Large, hereby certify that **ANDY WADE**, whose name as Land Supervisor — Land Acquisition — Legal of **ALABAMA POWER COMPANY**, an Alabama 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, he, as such representative 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 2nd day of October, 2020.

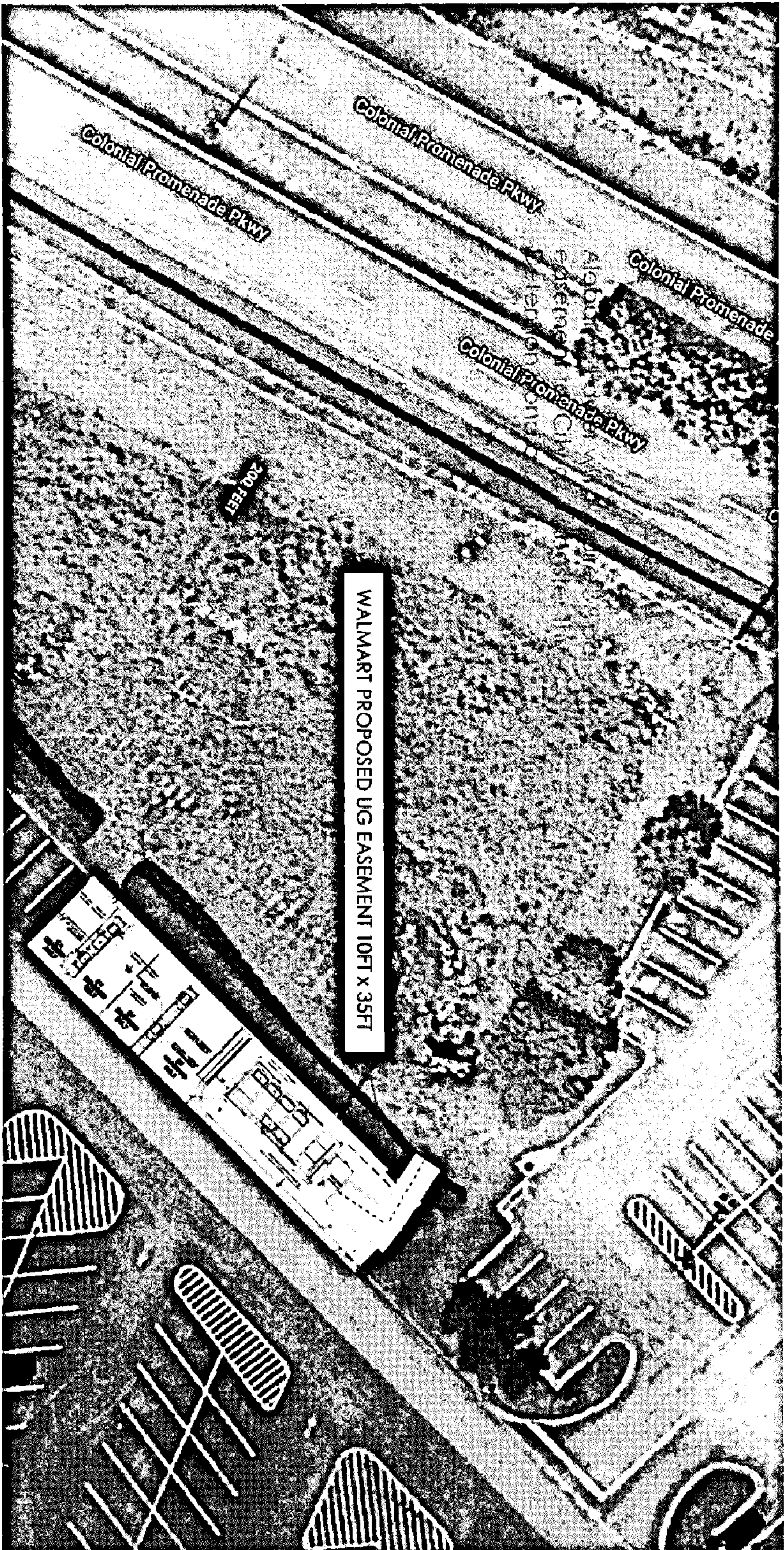
Kristen E. Stricklin
Notary Public

My commission expires: 10.13.21



DETAILED AERIAL SITE VIEW

EXHIBIT A



LEGEND

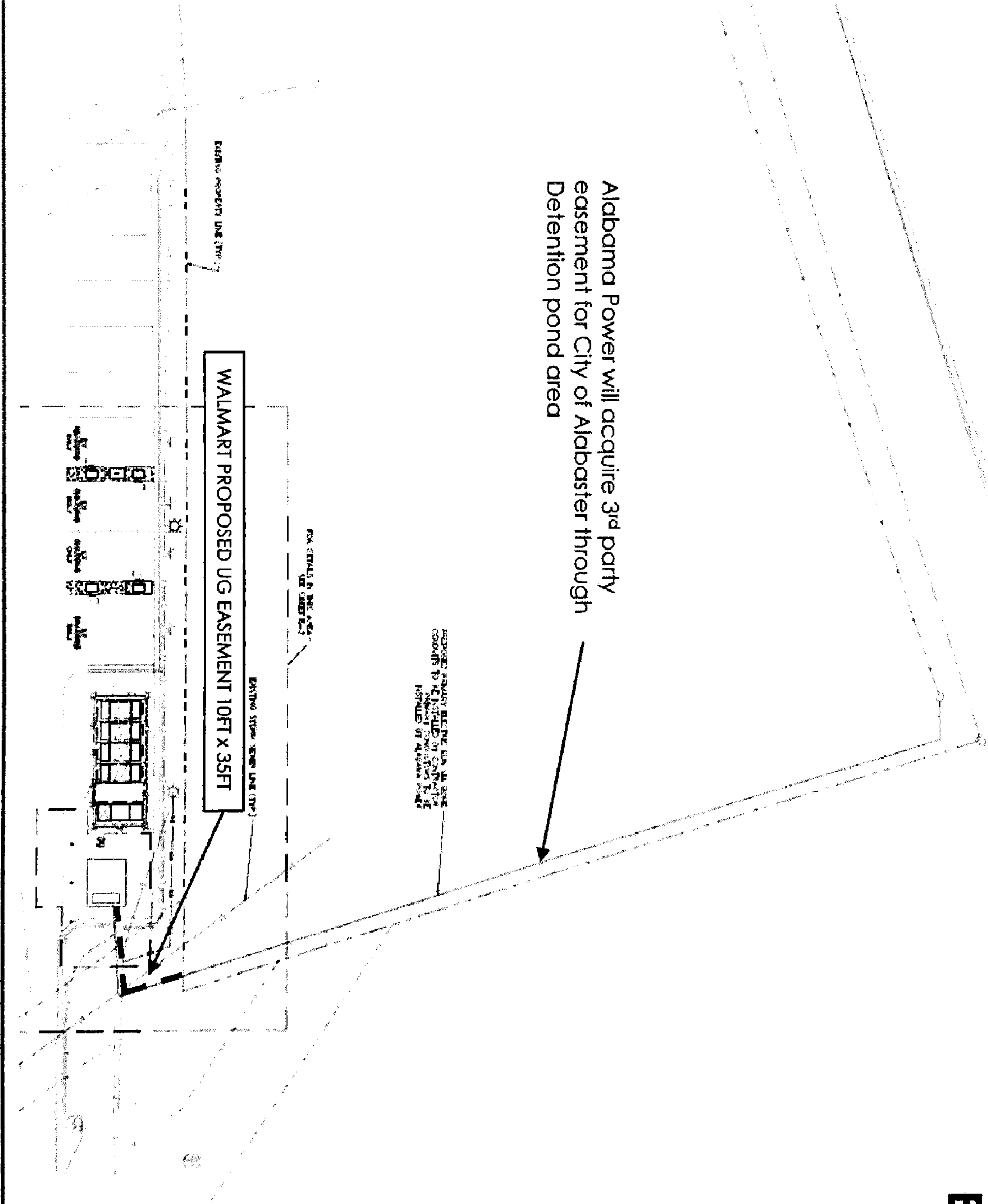
- EXISTING UTILITY SERVICE
- PROPOSED UTILITY TRANSFORMER
- DISTANCE FROM EXISTING POWER TO PROPOSED TRANSFORMER
- DISTANCE FROM PROPOSED TRANSFORMER TO EQUIPMENT PAD
- DISTANCE FROM EQUIPMENT PAD TO DISPENSERS
- ACCESSIBLE ROUTE TO ENTRANCE
- ALABAMA POWER UTILITY EASEMENT

ELECTRIFY AMERICA | ELECTRIC VEHICLES CHARGING STATION
APCo W.E. No. A6170-06-A020
APCo Parcel No. 72250256-001

SHERMAN
ADAMS

EXHIBIT B

Alabama Power will acquire 3rd party
easement for City of Alabaster through
Detention pond area



WALMART

WALMART 428 ALABAMA AL

10022

APCO VUE NO. 1617/0408-1070
APCO POLICE NO. 72258756-001

ADDENDUM TO UTILITIES EASEMENT AGREEMENT

Notwithstanding anything to the contrary in the attached Agreement:

Grantee further agrees that Grantee will at all times during the duration of this easement maintain and pay for commercial general liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, such insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage affording protection to Grantor and Grantee, and naming Grantor as an additional insured on the policy or policies. Grantee further agrees, upon request, to deliver to Grantor a certificate(s) from an insurance company or companies satisfactory to Grantor evidencing the existence of such insurance with Grantor named as an additional insured on such certificate(s). Alternatively, Grantee states that it has (1) in effect a program of self-insurance which complies with all applicable laws regarding self-insurance in the State of Alabama and (2) a tangible net worth of at least One Hundred Million Dollars (\$100,000,000.00); accordingly, Grantor agrees to allow Grantee to satisfy the insurance requirements of this paragraph through such program of self-insurance for so long as the two conditions of this sentence continue to be met.

The parties hereto shall indicate their agreement with and acceptance of the terms and conditions set forth in this Addendum by signing below.

FOR WAL-MART:

Wal-Mart Real Estate Business Trust,
a Delaware business trust

By: _____

Nick Goodner
Senior Director
Real Estate & Portfolio Management

FOR ALABAMA POWER:

Alabama Power Company,
an Alabama corporation

By: _____

Andy Wade
Land Supervisor
Land Acquisition — Legal



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/08/2020 09:26:33 AM
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20201008000456530

Allen S. Bayl