

This instrument prepared by:

Calera, AL #3271

WAL-MART REAL ESTATE BUSINESS TRUST  
2608 S.E. J Street  
Bentonville, AR 72716-5535  
Attn: Cody Johnson

Return recorded document to:

National Title Group  
4131 N. Central Expressway, Ste 450  
Dallas, TX 75204  
Attn: Denise Bell

### **DECLARATION OF MAINTENANCE COVENANTS**

This **DECLARATION OF MAINTENANCE COVENANTS** ("Declaration") is made as of the 22 day of March, 2022, by **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 2608 S.E. J Street, Bentonville, Arkansas 72712 (hereinafter "Walmart").

### **WITNESSETH**

**WHEREAS**, Walmart is the owner of that certain tract or parcel of land situated in the City of Calera, County of Shelby, State of Alabama, legally described on the attached Exhibit A; and

**WHEREAS**, Walmart desires to declare the following maintenance covenants on the Property;

**NOW THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration, Walmart hereby declares the following maintenance covenants on the Property:

1. Maintenance. The Property shall be kept neat, orderly, planted in grass and trimmed until improvements are constructed thereupon. Following completion of construction of improvements on the Property, the Property shall be maintained such that the improvements and common areas remain in good condition and repair. This maintenance is to include, without limitation, the following as reasonably necessary:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities;

(e) Maintaining and repainting when necessary all perimeter and exterior building walls, including but not limited to maintaining all retaining walls in a good condition and state of repair;

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary;

(g) Maintaining elements of the storm drainage system;

(h) In the event that a sanitary sewer line easement is necessary, then said easement shall be conveyed subject to the following conditions: i) the maintenance of the current property owner's sewer line on the Property and extending to Walmart's existing sewer line system shall be the sole cost and responsibility of the current property owner; ii) in the event of restaurant use, then the current property owner shall be solely responsible for the installation and proper maintenance of an adequate grease interceptor, which must meet or exceed discharge requirements according to local governmental regulations; iii) if it shall become necessary for current property owner to make any repairs, or if the current property owner shall fail to adequately maintain the sanitary sewer line easement area as provided in the easement agreement, then Walmart, at its sole option, but not obligation, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement from the current property owner within thirty (30) days after a written request for cost of said repairs or other cost associated therein. In such instances, Walmart shall provide the current property owner with oral notification of its intention to make such repairs or the occurrence of such repairs at the earliest practicable time given the nature and extent of the repairs; and

(i) If the current property owner is in default of this Declaration, then Walmart shall (i) demand, by written notice, that the current owner of the Property maintain the Property in accordance with this Declaration; and (ii) if thirty (30) days after receipt of the written notice contemplated in section (i)(i) the current property owner remains in default of this Declaration, then Walmart may perform the needed maintenance to cure the current property owner's default and invoice the current property owner the costs of the repairs along with a ten (10) percent management fee. The current property owner shall promptly pay Walmart under this section (i)(ii) within thirty (30) days after receipt of invoice for such expenses. Walmart shall have the right to file, enforce and collect on, a lien for all costs and expenses incurred by Walmart in performing any obligations of the current owner hereunder.

2. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

3. Successors, Duration. The agreements contained herein and the rights granted hereby shall run with the title to the Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Unless otherwise canceled or terminated, this Declaration and all the easements, rights and obligations hereof shall be perpetual unless prohibited by applicable law, in which case this Declaration shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years.

4. Change of Ownership. In the event of a change of ownership, Walmart shall be notified thereof within thirty (30) days thereafter. Walmart shall be provided the name and address of such transferee.

5. Effective Date. This instrument shall become effective on the date of the full execution by Walmart.

6. Headings. 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.

7. Counterparts. This document, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

[Signature pages follow]



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18th IN WITNESS WHEREOF, Walmart hereto has executed this instrument the  
day of February 2022.

(Wal-Mart)

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

By: 

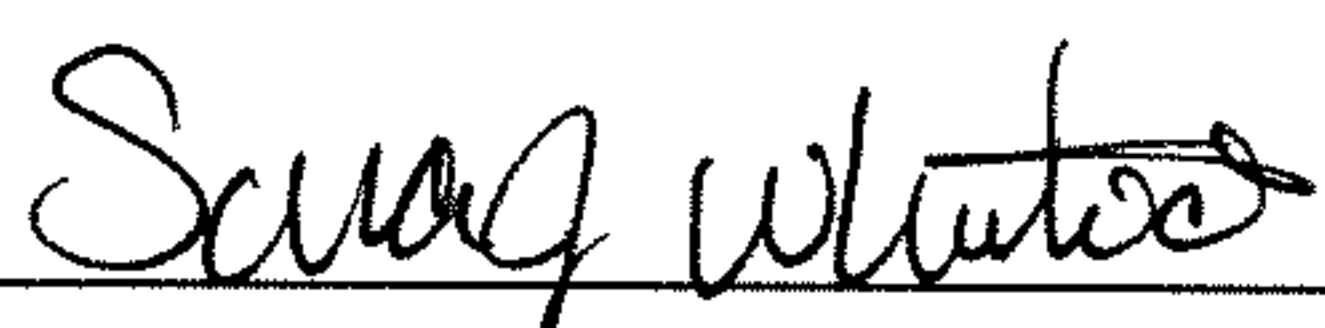
Name: Damian Tutt  
Title: Sr. Director of Real Estate  
Walmart

**ACKNOWLEDGMENT**

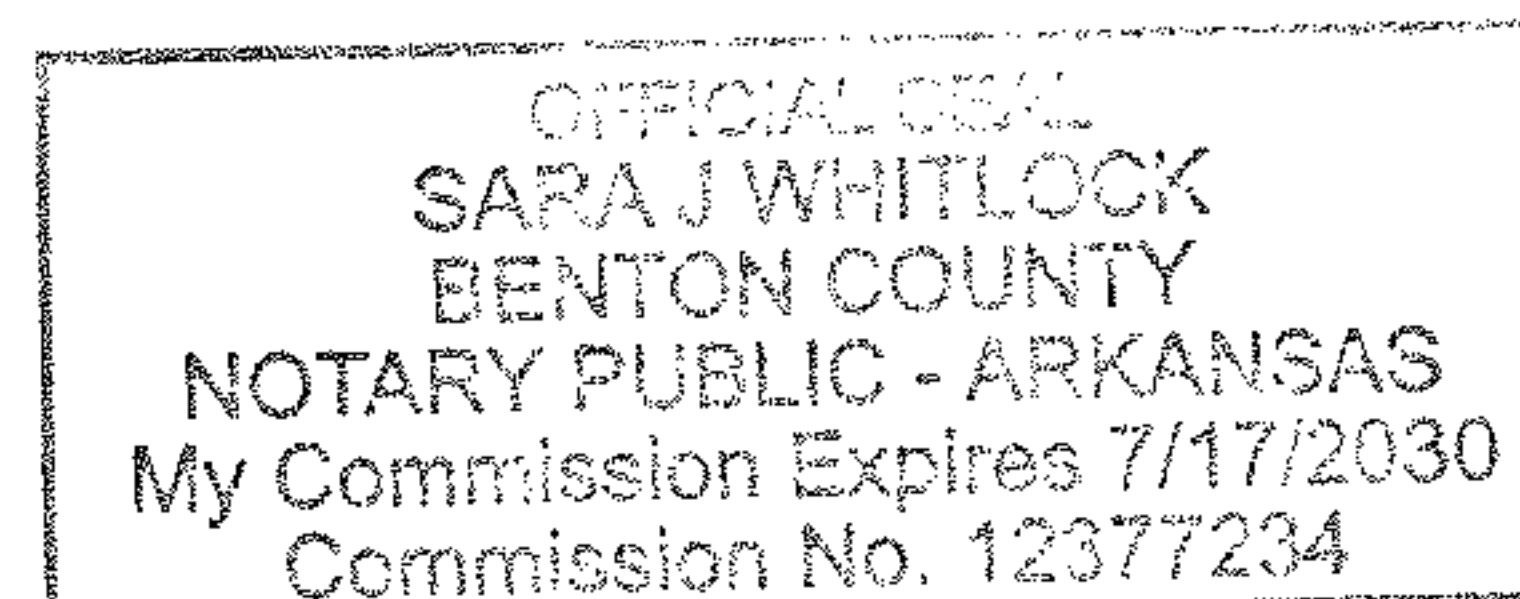
STATE OF ARKANSAS     )  
  ) §§  
COUNTY OF BENTON     )

In the State of Arkansas, County of Benton, on this 18th day of February, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Damian Tutt to me personally known, who being by me duly sworn did say that he is Senior Director of the Grantor in the foregoing instrument and that said instrument was signed, sealed and delivered by him on behalf of said statutory trust by authority of its trustee and said Senior Director acknowledged said instrument to be the free act and deed of said statutory trust.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By:   
Notary Public

My Commission Expires: 7/17/2030



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EXHIBIT A

Lot 6B, according to the Survey of Wal-Mart Supercenter #3271 Subdivision, as recorded in  
Map Book 39, Page 101, in the Probate Office of Shelby County, Alabama



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/23/2022 04:39:49 PM  
\$34.00 BRITTANI  
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*Allen S. Bayl*