

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDATION RETURN TO:
Hayes Arendall
Compton Jones Dresher LLP
2170 Highland Avenue S., Suite 250
Birmingham, Alabama 35205

DECLARATION OF DRAINAGE EASEMENT AND ACCESS EASEMENT

THIS DECLARATION OF DRAINAGE EASEMENT (this "Agreement"), is made as of the 20th day of January, 2023 ("Effective Date") is executed by **2500 ASSOCIATES, L.L.C.**, an Alabama limited liability company ("Grantor") and **GR CALERA PARTNERS, LLC**, an Alabama limited liability company ("Grantee").

R E C I T A L S:

A. Grantor is the owner of that certain real property situated in Shelby County, Alabama, that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Grantor Property").

B. Grantee is the owner of that certain real property situated in Shelby County, Alabama, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Grantee's Property").

C. In connection with Grantee's development of the Grantee Property, Grantee has constructed and is the owner of those certain storm and surface water ponds identified as Pond #1 and Pond #2 on Exhibit C attached hereto (the "Ponds").

D. A portion of the Ponds has encroached onto the Grantor Property in the locations more particularly identified on Exhibit C attached hereto (the "Drainage Easement Property").

E. Grantor has agreed to grant to Grantee a permanent, perpetual and non-exclusive drainage easement over, across, through, under and upon the Drainage Easement Property for the purposes of drainage of storm and surface water from the Grantee's Property into the Ponds, and for constructing improvements to the Ponds and maintaining the Ponds, all as further set forth herein.

F. In connection with Grantee's development of the Grantee Property, Grantee has constructed and is the owner of that certain driveway providing access to the western side of the Grantee Property from George Roy Parkway (the "Access Drive").

G. A portion of the Access Drive has encroached on the Grantor Property in the location more particularly identified on Exhibit C attached hereto (the "Access Easement Property") and collectively with the Drainage Easement Property, the "Easement Property").

H. Grantor has agreed to grant to Grantee a permanent, perpetual and exclusive access easement over, across, through and upon Access Easement Property for the purposes of vehicular

and pedestrian ingress and egress to the Grantee Property from George Roy Parkway, as further set forth herein.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easement With Respect to Drainage Easement Property.** Subject to the terms and conditions set forth in the Agreement, Grantor does hereby grant, bargain, sell, convey and assign unto Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Drainage Easement Property for the sole purposes of (a) providing drainage of storm and surface water from the Grantee's Property into the Ponds, (b) construction of the Ponds, and (c) repairing and maintaining the Ponds and other drainage systems from Grantee's Property necessary and convenient to and across the Drainage Easement Property.

2. **Grant of Easement With Respect to Access Easement Property.** Subject to the terms and conditions set forth in this Agreement, Grantor does hereby grant, bargain, sell, convey and assign unto Grantee, its successors and assigns, forever, a permanent, perpetual and exclusive easement over, across, through, under and upon the Access Easement Property for pedestrian and vehicular access to and from George Roy Parkway to the Grantee Property.

3. **Nature of Easements.**

(a) The easements granted pursuant to Paragraphs 1 and 2 above shall be and are (i) appurtenant to and shall serve the Grantee's Property, (ii) covenants running with the Grantee's Property and the Grantor Property, (iii) binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns, and (iv) subject to all of the terms and provisions of this Agreement.

(b) Grantee covenants and agrees to construct and install the Pond and the related Pond improvements on or upon the Drainage Easement Property in accordance with the remaining terms and provisions of this Agreement. Grantee covenants and agrees that the Ponds shall be constructed in a good and workmanlike manner and in accordance with all applicable rules, regulations and requirements of any applicable governmental authorities having jurisdiction over the construction and installation of the Ponds.

(c) Grantee covenants and agrees to construct and install the Access Drive on or upon the Access Easement Property in accordance with the remaining terms and provisions of this Agreement. Grantee covenants and agrees that the Access Drive shall be constructed in a good and workmanlike manner and in accordance with all applicable rules, regulations and requirements of any applicable governmental authorities having jurisdiction over the construction and installation of the Access Drive.

4. **Maintenance Obligations with Respect to Ponds and Access Drive.**

(a) Grantee at Grantee's sole cost and expense shall maintain the Ponds by (i) maintaining the spillway and outfall clear of any substantive debris, and (ii) providing regular inspections in accordance with commercially standard maintenance practices.

(b) Grantee, at Grantee's sole expense, shall keep the Access Drive in good condition and repair, including, without limitation, any sealing, patching, snow removal or other work necessary to adequately maintain the Access Drive in a commercially reasonable manner for the purposes set forth herein.

5. **Ad Valorem Taxes.** Grantor shall be solely responsible for the payment of all ad valorem taxes attributable to the Drainage Easement Property and the Access Easement Property.

6. **Indemnification.** Each owner or lessee of a portion of the Property shall indemnify and save harmless the owner or lessee of each other portion of the Property from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expense incidental to the defense thereof incurred by the owner or lessee of such other portion of the Property resulting from injury or death of persons or damage to property which occurs upon the Easement Areas or the temporary construction easement areas being utilized by said owner or lessee; provided, however, in no event shall the owner or lessee of such portion of the Property indemnify and save harmless the owners or lessees of such other portion of the Property from the consequences to such owner or lessee of such other portion of the Property caused by any negligent or willful acts or omissions of the owners or lessee of such other portion of the Property or their successors, assigns, agents, employees or contractors.

7. **Attorney's Fees.** In the event the owner or lessee of any portion of either Property must institute any action to enforce the terms and provisions hereof, the prevailing party shall be entitled to be reimbursed for its costs and reasonable attorney fees incurred to institute and prosecute or to defend against any unsuccessful action, as the case may be.

8. **Miscellaneous Provisions.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of Grantor and Grantee and their respective heirs, successors and assigns.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Each exhibit which is referred to and attached to or otherwise mentioned in this Agreement is incorporated herein as if fully set out in the body hereof.

(d) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) All of the terms, covenants, conditions, restrictions, easements and agreements set forth in this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns, forever.

(f) If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(g) Nothing contained in this Agreement and no action by the parties hereto will be deemed to constitute or create the relationship of principal and agent, or a partnership, or a joint venture or any association between Grantor and Grantee or any of their respective successors and assigns.

(h) This Agreement will be construed in accordance with the internal laws of the State of Alabama.

(i) In the event of any violation or threatened violation of any of the terms and provisions of this Agreement by either Grantor or Grantee or any of their respective successors and assigns, then the non-defaulting party shall have the right, in its sole and absolute discretion, to enforce such violations or threatened violations in a court of competent jurisdiction by an action for specific performance or injunction and the prevailing party in such action shall be entitled to the recovery of its reasonable attorneys' fees and expenses paid or incurred in connection therewith.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR

2500 ASSOCIATES, L.L.C.,
an Alabama limited liability company

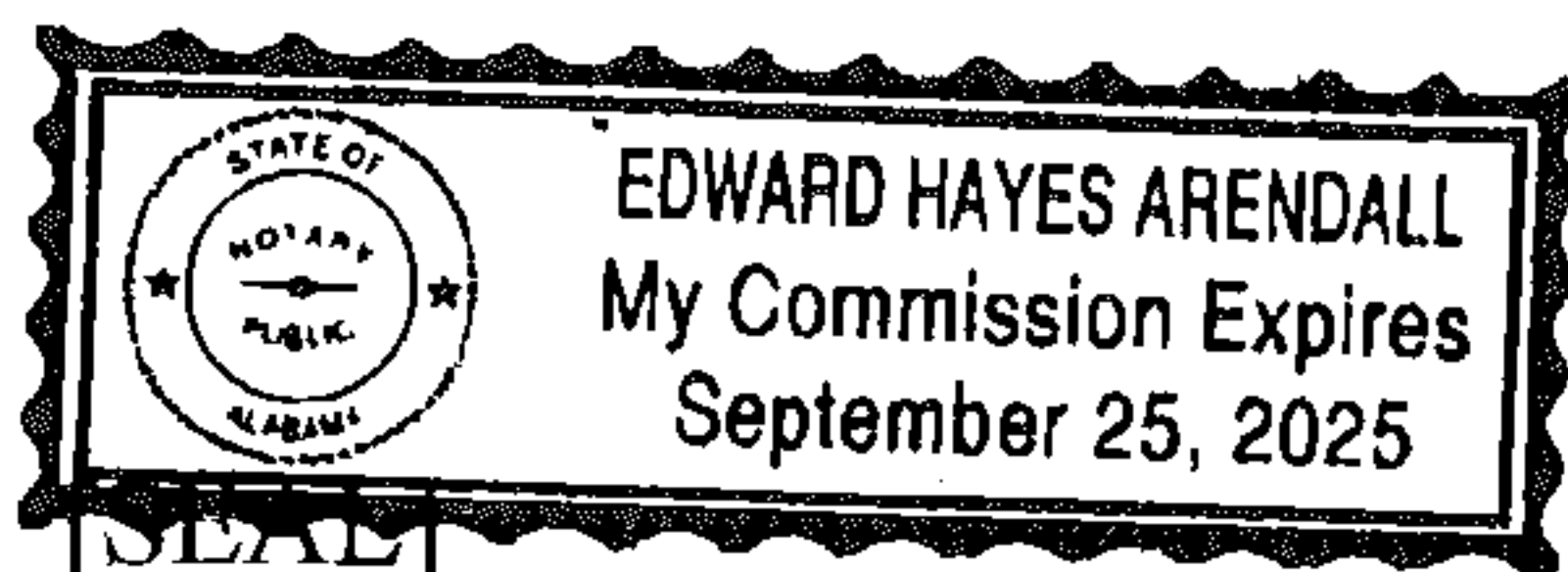
By: Graham & Company, LLC
Its: Manager

By: [Signature]
Name: Henry V. Graham
Its: Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry V. Graham, in his capacity as Vice President of Graham & Company, LLC, an Alabama limited liability company, the Manager of 2500 Associates, L.L.C., an Alabama limited liability company, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of Graham & Company, LLC, acting in its capacity as Manager of said limited liability company for and as the act of said limited liability company.

Given under my hand and seal of office this, the 19th day of January, 2023.



[Signature]
Notary Public

My Commission Expires: September 25, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

GRANTEE

GR CALERA PARTNERS, LLC, an Alabama
limited liability company

By: _____

Name: _____

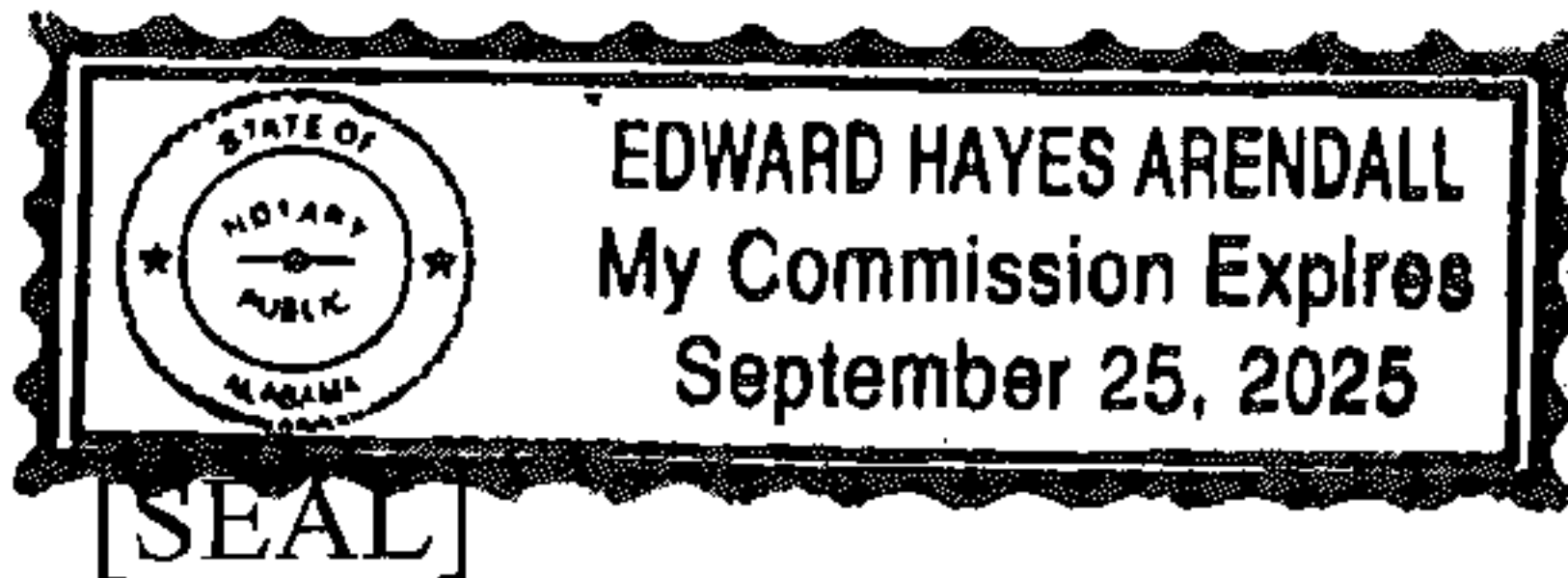
It: Authorized Officer

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry V. Graham, in his capacity as Authorized Officer of GR Calera Partners, LLC, an Alabama limited liability company, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this, the 19th day of January, 2023.



Notary Public

My Commission Expires: September 25, 2025

EXHIBIT A

Legal Description - "Grantor Property"

Lots 1 and 3, according to Graham's Resurvey of Millennium Park, as recorded in Map Book 55, Page 30, in the Probate Office of Shelby County, Alabama.

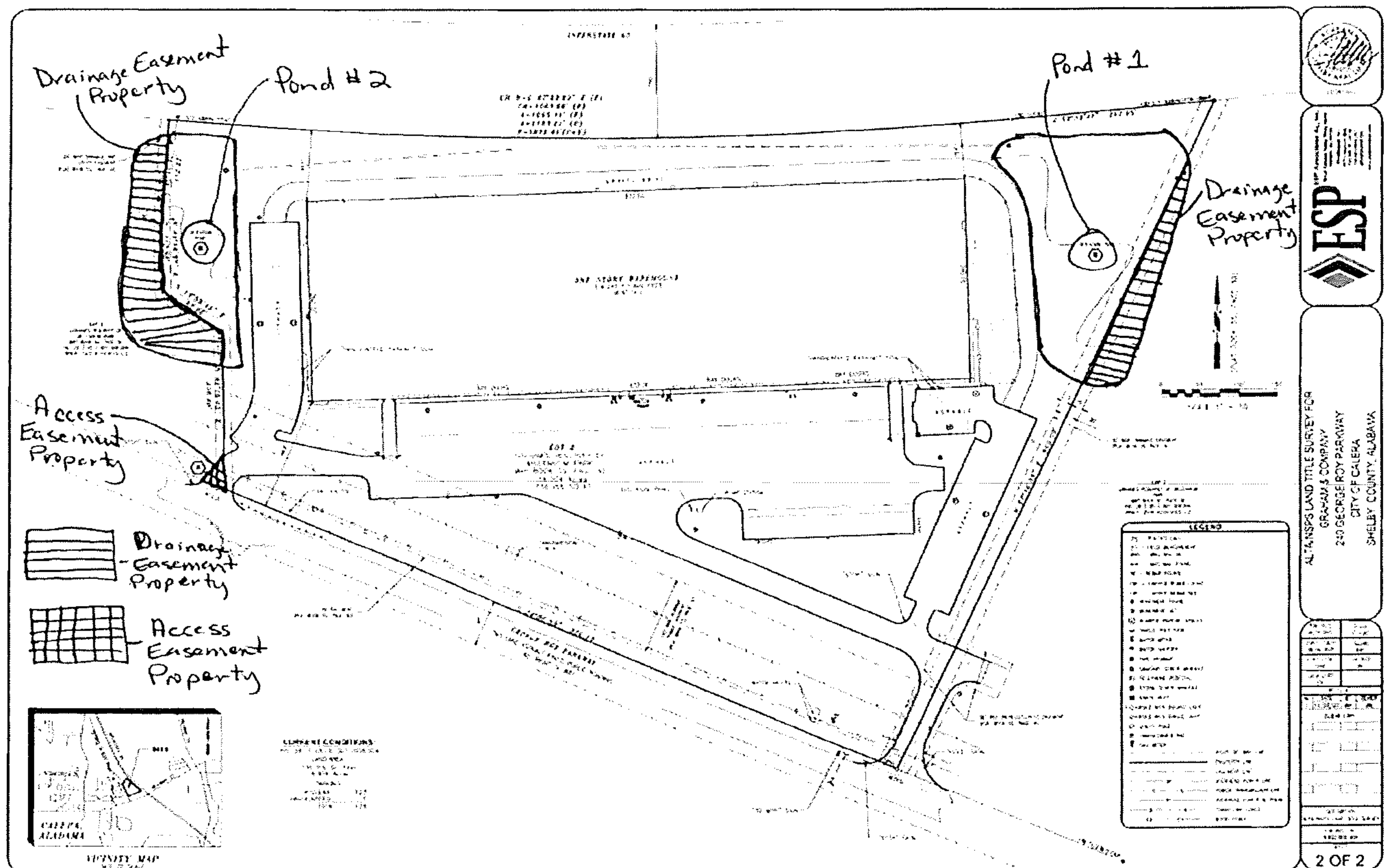
EXHIBIT B

Legal Description - "Grantee's Property"

Lot 2, according to Graham's Resurvey of Millennium Park, as recorded in Map Book 55, Page 30, in the Probate Office of Shelby County, Alabama.

EXHIBIT C

Location of Ponds, Drainage Easement Property and Access Easement Property



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/20/2023 10:53:04 AM
\$47.00 BRITTANI
20230120000016510

Allie S. Bayl