

Prepared by and return to:

Scott S. Frederick

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

1901 Sixth Avenue North, Suite 2600

Birmingham, AL 35203

STATE OF ALABAMA)

COUNTY OF Shelby)

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "Agreement"), is made and entered into this 30 day of October, 2023, by and between **THE CITY OF CALERA**, a municipal corporation (the "Grantee"), and **CGP CALERA (HWY 31) TB, LLC**, a Delaware limited liability company (the "Grantor").

RECITALS

WHEREAS, Grantor is the owner of that certain tract of real property located in the City of Calera, Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and fully incorporated herein by reference (together, the "Grantor Property");

WHEREAS, Grantee is a utility provider located in the State of Alabama; and

WHEREAS, Grantor and Grantee desire to establish certain easements benefiting Grantee and burdening the Grantor Property, as set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee, for themselves, their heirs, successors and assigns, do hereby agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.



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1. **Utility Easement.** For the benefit of Grantee, Grantor hereby grants, bargains, sells and conveys to Grantee, its heirs, executors, successors and assigns, a perpetual, non-exclusive 10-foot (10') wide easement for purposes of installing, connecting, using, maintaining, repairing, relocating and removing utility lines and appurtenant equipment in, over, across, and through the portion of Grantor Property (the "Easement Area") identified on **Exhibit A** as "10' UTILITY EASEMENT", attached hereto and incorporated herein; together with the obligation to leave Grantor Property in good repair after completion of any installation, connection, use, maintenance, repair, relocation or removal of the utilities; and together with the right to enter upon the Easement Area with or without notice to Grantor for the performance of such work or maintenance.

2. **Indemnity.** Grantee shall indemnify and hold harmless Grantor from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, losses, damages, materialmen's liens, of or to any person or property arising from or in any manner relating to the use by Grantee of any easements granted hereunder, except as may result from the negligence or intentional misconduct of Grantor.

3. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by a writing signed by each party or an authorized representative of each party.

4. **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.

5. **Counterparts.** This document may be executed in one or more counterparts, 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.

6. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Alabama.

[SIGNATURE PAGES FOLLOW]



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IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the Effective Date first above written.

GRANTOR:

CGP CALERA (HWY 31) TB, LLC,
a Delaware limited liability company

By: 

Name: Chad J. Post

Title: Authorized Agent

WITNESS:



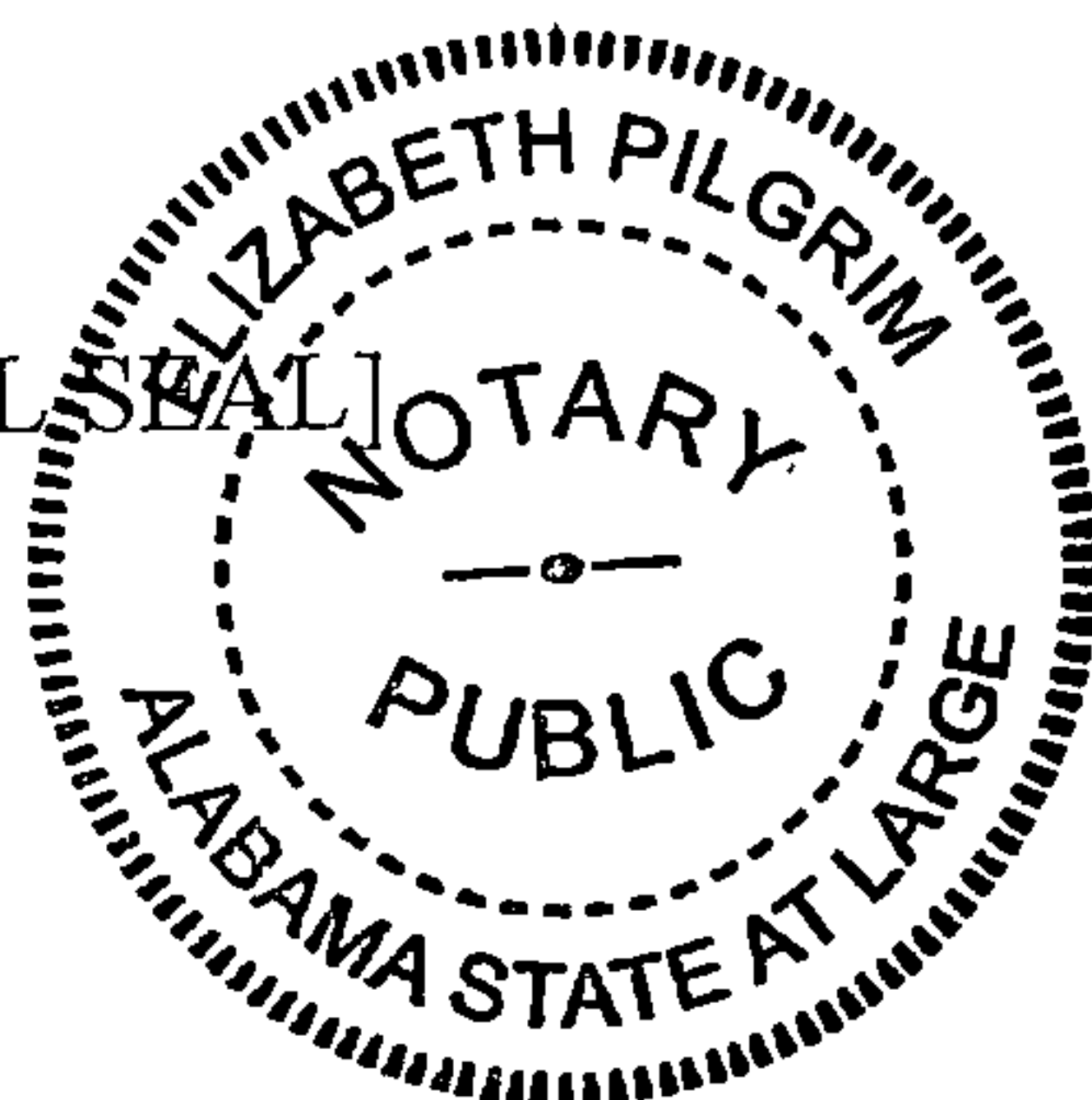
Name: Josh Deason

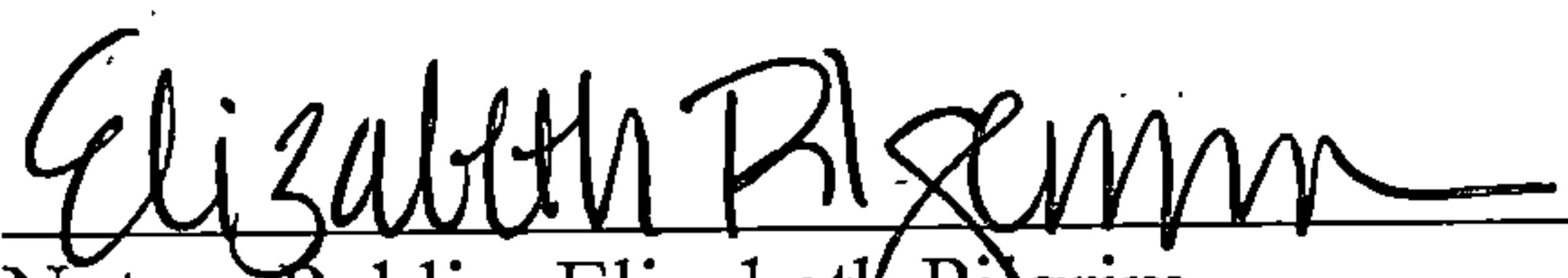
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chad J. Post whose name 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 the instrument, he/she/they, executed the same voluntarily.

Given under my hand and official seal this 27th day of October, 2023.

[NOTARIAL SEAL]




Notary Public; Elizabeth Pilgrim
My Commission Expires: November 12, 2024

[GRANTOR SIGNATURE PAGE TO UTILITY EASEMENT AGREEMENT]



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GRANTEE:

THE CITY OF CALERA,
a municipal corporation

By: *Jon G. Graham*
Jon G. Graham, Mayor

WITNESS:

By: *Connie B Payton*
Connie Payton, City Clerk

Recorded the ____ day of _____, 2023 in Deed Book _____ Page _____,
of public records of Shelby County, Alabama.

Parcel I.D. No. _____

[GRANTEE SIGNATURE PAGE TO UTILITY EASEMENT AGREEMENT]



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EXHIBIT A

EASEMENT AREA



EXHIBIT - UTILITY EASEMENT

Project Information

Site: TACO BELL - CALERA, AL
Address: 5065 HIGHWAY 31
City/State: CALERA, AL 35040

