

Prepared by and when recorded  
return to:

Scott S. Frederick  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
1901 Sixth Avenue North  
Suite 2600  
Birmingham, AL 35203

STATE OF ALABAMA                   )  
SHELBY COUNTY                    )

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made this 4th day of September, 2024 by and between **CGP ALABASTER (MONTEVALLO RD) TB, LLC**, a Delaware limited liability company (hereinafter referred to as "Taco Owner"), and **SOUTHERN BREW CORP.**, a Delaware corporation (hereinafter referred to as "Coffee Owner").

**WITNESSETH:**

WHEREAS, Taco Owner is the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, being more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Taco Tract"); and

WHEREAS, Coffee Owner is the owner of that certain tract or parcel of land contiguous to the Taco Tract and lying and being in Shelby County, Alabama, and being more particularly described on **Exhibit B** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Coffee Tract"; the Taco Tract and the Coffee Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, Taco Owner and Coffee Owner desire to establish certain easements and rights benefiting and burdening Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Taco Owner and Coffee Owner do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Easements. Taco Owner hereby grants and conveys to Coffee Owner, for the benefit of and as an appurtenance to the Coffee Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the easement area identified in Exhibit C attached hereto (the "Easement Area") and located on the Taco Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing that portion of the Easement Area located on the Taco Tract. Coffee Owner hereby grants and conveys to Taco Owner, for the benefit of and as an appurtenance to the Taco Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the Coffee Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing that portion of the Easement Area located on the Coffee Tract. In no event shall the Easement Area be altered or changed in any manner without the written consent of the parties hereto.

Taco Owner hereby grants and conveys to Coffee Owner, for the benefit of and as an appurtenance to the Coffee Tract, a non-exclusive, perpetual easement for the purposes of (a) accommodating the natural flow of surface and storm water drainage and runoff across the Taco Tract, and (b) connecting, at the Coffee Owner's sole cost and expense, to any storm water drainage system, sanitary sewer system, and other utilities, as they then may exist from time to time (collectively, the "**Facilities**"), located in and upon the Taco Tract; together with the right, but not the obligation, of maintaining and repairing any Facilities located on the Taco Tract. Coffee Owner hereby grants and conveys to Taco Owner, for the benefit of and as an appurtenance to the Taco Tract, a non-exclusive, perpetual easement for the purposes of (a) accommodating the natural flow of surface and storm water drainage and runoff across the Coffee Tract, and (b) connecting, at the Taco Owner's sole cost and expense, to any Facilities, as they then may exist from time to time, located in and upon the Coffee Tract; together with the right, but not the obligation, of maintaining and repairing any Facilities located on the Coffee Tract. Each of Taco Owner and Coffee Owner shall have the right to reconfigure any Facilities located on its Tract or to relocate Facilities to other locations on its Tract provided in the event of any such relocation or reconfiguration, (i) such party shall relocate and reconstruct the Facilities on its Tract at its sole cost and expense and (ii) there shall be no interference with or disruption of services provided by such Facilities to any other Tract served by the Facilities, except to the extent reasonably necessary to accomplish the reconfiguration or relocation.

Each of Taco Owner and Coffee Owner hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Area and Facilities located on its respective Tract, including any driveways, curbing, paving, lighting, storm water drainage system, sanitary sewer system, and other utilities located therein. In the event that either party defaults in its obligation to so maintain the portions of the Easement Area or Facilities lying on its Tract, then the non-defaulting owner shall have the right to perform such maintenance upon ten (10) days advance written notice on behalf of the defaulting owner and the defaulting owner shall reimburse the non-defaulting owner within ten (10) days of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

Taco Owner and Coffee Owner do further agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Taco Tract and the Coffee Tract or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. This Agreement does not dedicate the easements created herein to the general public, nor does this Agreement restrict the use and development of the Taco Tract or the Coffee Tract except as stated herein. It is the intent of this Agreement to grant reciprocal easements over the Easement Area and Facilities without limiting the right of Taco Owner and of Coffee Owner to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

3. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

4. Insurance and Indemnification. Each of Taco Owner and Coffee Owner shall maintain or cause its tenant to maintain in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than \$1,000,000 combined single limit (per occurrence), with an aggregate annual limit of \$2,000,000 and an umbrella coverage of \$5,000,000 insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Alabama. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. Taco Owner shall indemnify and hold Coffee Owner harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by Coffee Owner in connection with the exercise by Taco Owner of the easements and rights created herein, except to the extent caused by the negligence or willful act of Coffee Owner, its employees, tenants, contractors, agents or licensees. Coffee Owner shall indemnify and hold Taco Owner harmless from and against any and all loss, cost, damage, liability

or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by Taco Owner in connection with the exercise by Coffee Owner of its easements and rights created herein, except to the extent caused by the negligence or willful act of Taco Owner, its employees, tenants, contractors, agents or licensees.

5. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Taco Owner and Coffee Owner hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Taco Owner and Coffee Owner agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

6. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

7. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Alabama. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Tacala, LLC, so long as it, its successors, assigns or assignees is leasing the Taco Tract. Time is of the essence of this Agreement.

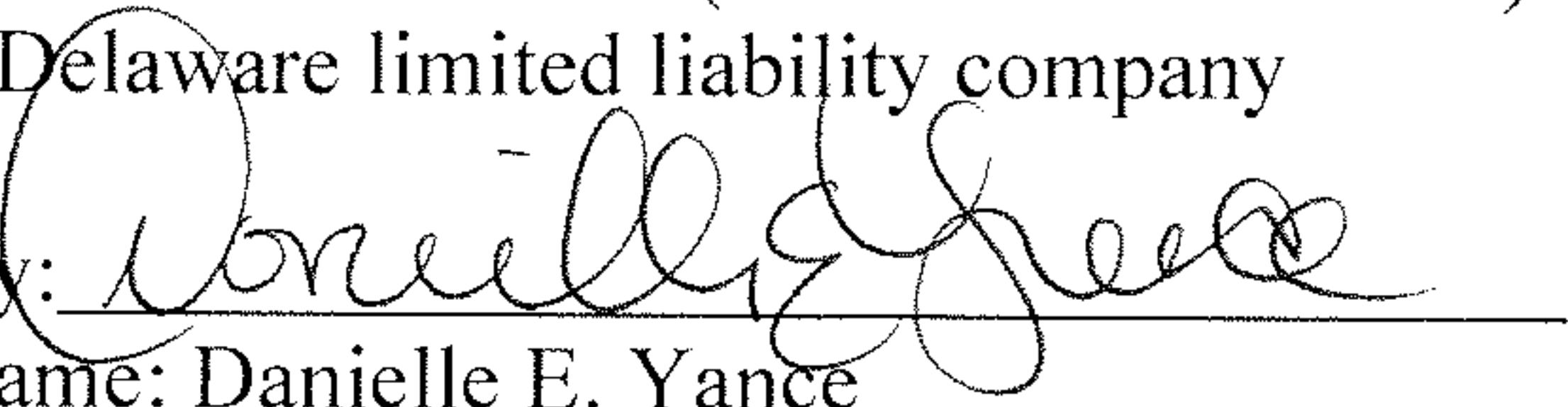
8. Consent and Joinder. Tacala, LLC joins this Agreement to evidence its consent to this Agreement as well as its agreement to abide by and comply with the terms of this Agreement.

9. Attorneys' Fees. In any proceeding or controversy associated with or arising out of this Agreement or a claimed or actual breach thereof, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorney's fees incurred in connection with such matter, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered; provided, however, that if prior to commencement of a trial, the non-prevailing party offered to pay an amount equal to or in excess of such judgment (determined without reference to costs and attorney's fees), then the prevailing party shall not be entitled to any award of costs, charges, expenses, or attorneys' fees associated with such legal action.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed under seal as of the day and year first above written.

**Taco Owner:**

CGP ALABASTER (MONTEVALLO RD) TB, LLC,  
a Delaware limited liability company

By: 

Name: Danielle E. Yance

Title: Authorized Agent

**STATE OF ALABAMA  
COUNTY OF JEFFERSON**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Danielle E. Yance, whose name as Authorized Agent of CGP ALABASTER (MONTEVALLO RD) TB, LLC, a Delaware 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/she, in his/her capacity as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 4 day of September 2024.

[SEAL]

**MARIA RAVEN WILMAS**  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES SEP. 25, 2027

  
Notary Public

My Commission Expires: 9/25/2027

**Coffee Owner:**

SOUTHERN BREW CORP.,  
a Delaware corporation

By: [Signature]  
Name: Michael Border  
Title: Chief Development Officer

**STATE OF ALABAMA  
COUNTY OF JEFFERSON**

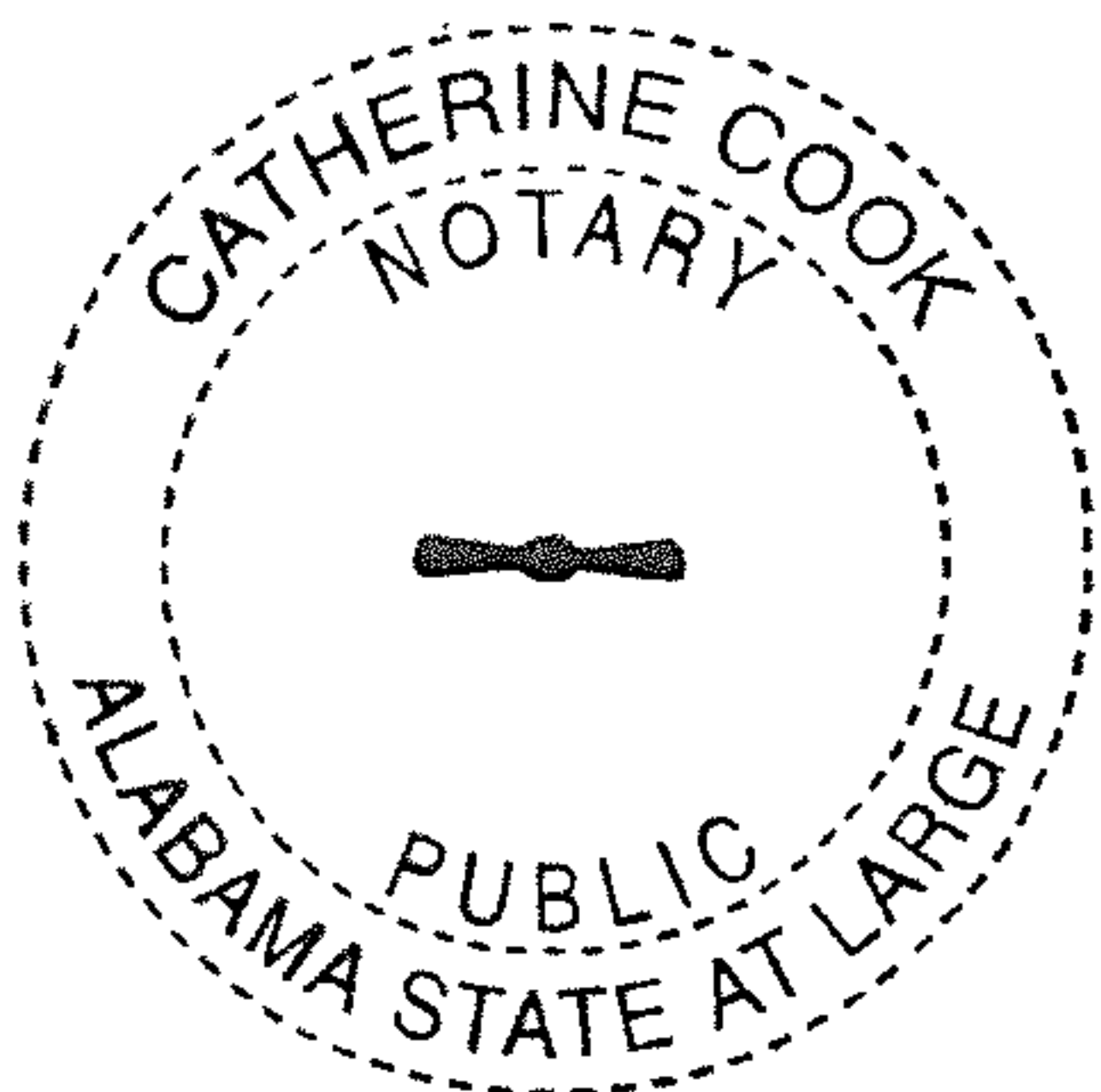
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael Border, whose name as Chief Development Officer of SOUTHERN BREW CORP., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Chief Development Officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 6 day of September, 2024.

[SEAL]

[Signature]  
Notary Public

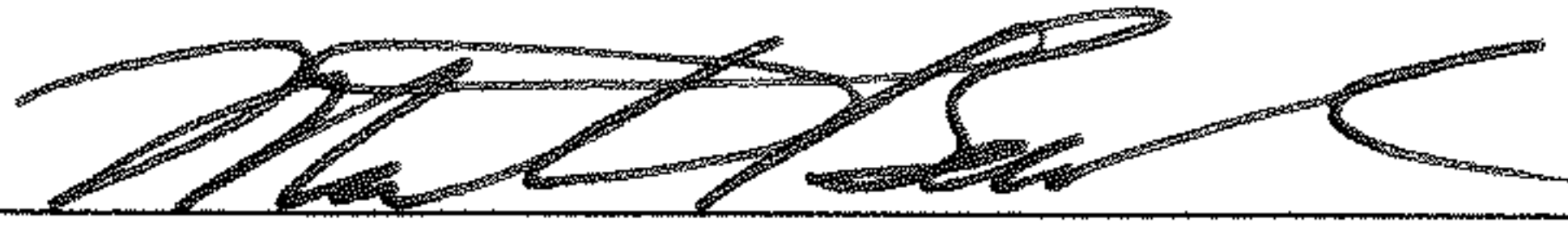
My Commission Expires My Commission Expires 03/04/2026



**CONSENT AND JOINDER**

The undersigned, **TACALA, LLC**, a Delaware limited liability company, hereby consents to and joins in the Agreement.

**TACALA, LLC**,  
a Delaware limited liability company

By: 

Name: Michael Border

Its: Chief Development Officer

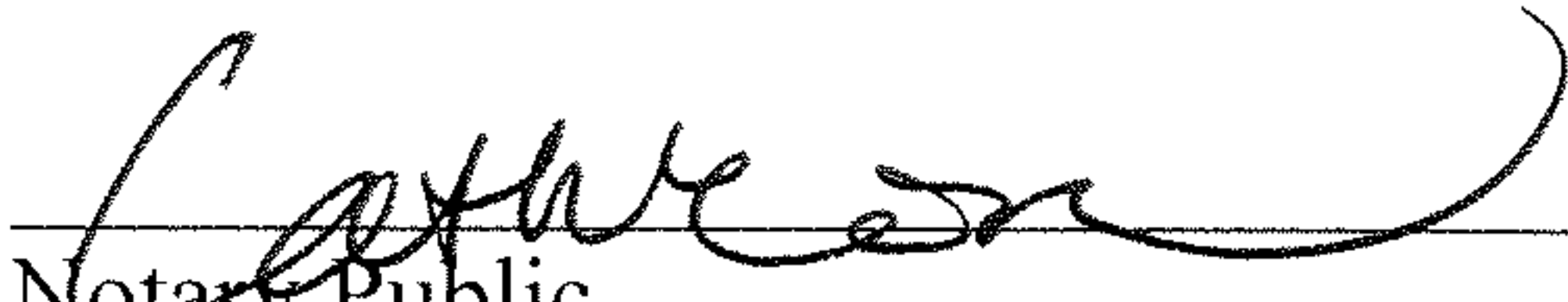
**ACKNOWLEDGMENT**

STATE OF ALABAMA     )  
                                          ) ss.  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael Border, whose name as Chief Development Officer of TACALA, LLC, a Delaware 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 his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this the 6<sup>th</sup> day of September, 2024.

[SEAL]

  
Notary Public

My Commission Expires: My Commission Expires 03/04/2026

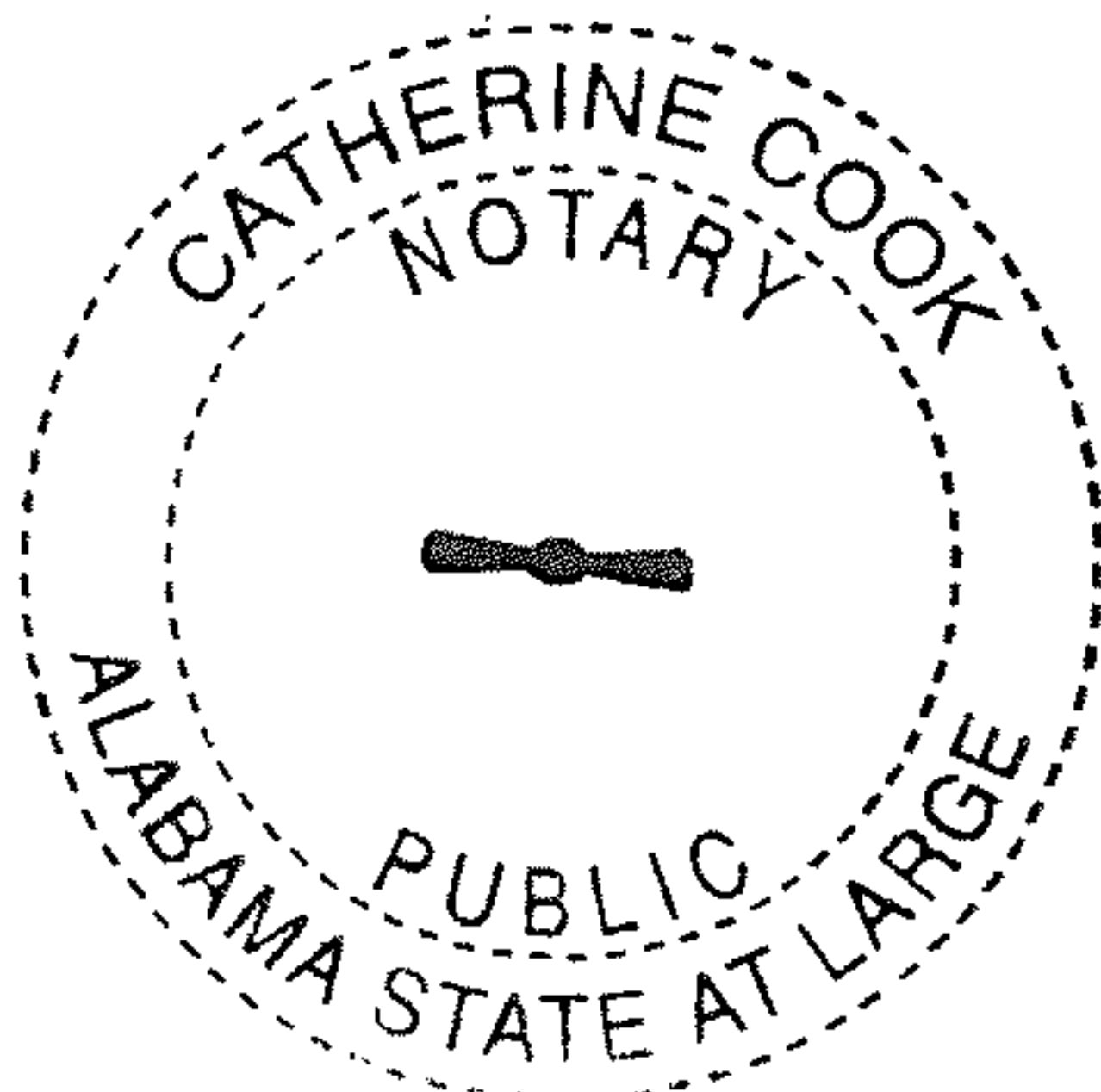


EXHIBIT A

Legal Description of Taco Tract

Lot 2, according to the Map of Tacala Alabaster Subdivision, a Resurvey of Lot 2 of Alex Commercial Complex and unplatted land as recorded in Map Book 59, Page 64, in the Probate Office of Shelby County, Alabama.

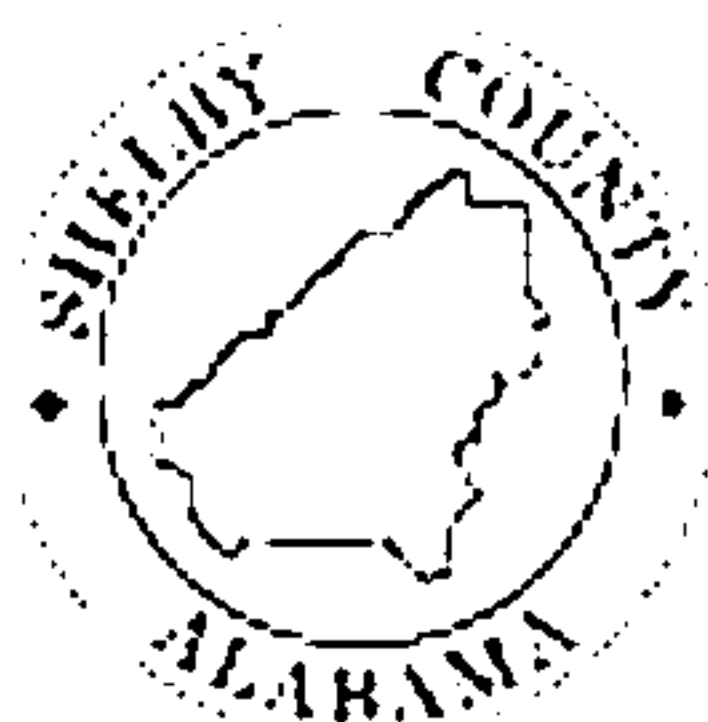
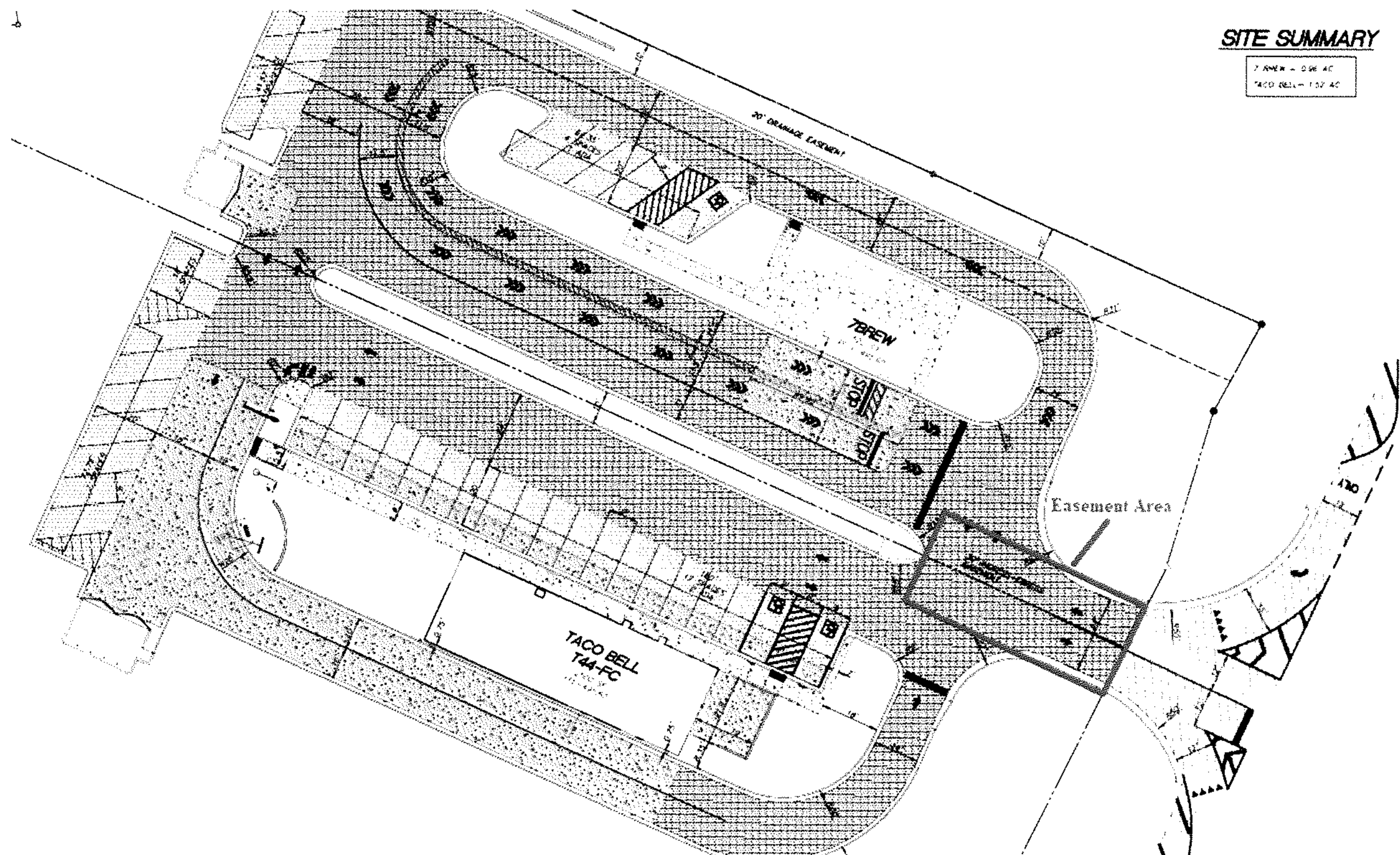
EXHIBIT B

Legal Description of Coffee Tract

Lot 1, according to the Map of Tacala Alabaster Subdivision, a Resurvey of Lot 2 of Alex Commercial Complex and unplatted land as recorded in Map Book 59, Page 64, in the Probate Office of Shelby County, Alabama.

EXHIBIT C

Site Plan



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/11/2024 11:30:20 AM  
\$49.00 BRITTANI  
20240911000282190

*Allie S. Bayl*