

UTILITY EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vulcan Lands, Inc. ("Grantor") hereby grants and conveys to The City of Calera, Alabama, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right to access a 50 foot Utility Easement.

Hereinafter, Grantor and Grantee maybe referred to as "Party" individually and "Parties" collectively.

RECITALS

A. Easement Property. Grantor owns of record certain real property located in Shelby County, Alabama.

1. Grant of Easement.

- I. Utility Easement. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the property described on the attached and incorporated **Exhibit A** (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground water main pipe and related underground water main equipment (the "Improvements"), and for access to the Utility Easement Area is depicted generally on the attached and incorporated **Exhibit B**.

2. Terms of Easement.

- I. Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.V below, or terminates their use of the improvements in writing to Grantor.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Utility Easement Area. Grantee further acknowledges that this Grant of Easement from Grantor is a nonexclusive grant, and Grantee

further acknowledges and consents to the grant by Grantor of access easements to others over the surface of the Utility Easement Area.

4. Restoration. In the event that the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities. In the event Grantor damages the Improvements, Grantor, upon written notice from Grantee, shall reimburse Grantee for the reasonable, actual, verifiable costs to restore the damaged Improvements.

5. General Provisions.

- I. Covenants Running with the Land/Assignment. The Parties acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- II. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.
- III. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- IV. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.
- V. Abandonment; Failure to Commence Construction. In the event Grantee or its successors and assigns (i) fail to commence the construction of the Improvements in the Utility Easement Area within twenty-four (24) months of the effective date of this Agreement or (ii) after construction of the Improvements (if constructed) in the Utility Easement Area, abandon or terminate their use of the Improvements for a period of twelve (12) consecutive months, this Agreement and all easement rights granted there under shall terminate.
- VI. Further Cooperation. Each Party agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

- VII. Governing Law. The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. Venue for any dispute arising from this Agreement shall be deemed proper in the District Court for Shelby County, Alabama.
- VIII. Modification. This Agreement may not be modified, terminated or otherwise amended without the written consent of the Parties.
- IX. Right to Enter into this Agreement. The Grantor covenants and agrees that, as of the date hereof, the Grantor is well seized of the property underlying the premises conveyed hereby, and has full power and authority to grant and convey the same as aforesaid, and that the same are free and clear of all former grants, bargains, sales, liens, delinquent taxes or assessments, or any other encumbrances or restrictions of any kind. The Grantor hereby warrants title in the conveyed premises to the Grantee, its successors and assigns, against the claims and demands of any persons lawfully claiming the same.
6. Additional Terms.
- I. As Is Condition. Grantor makes no representation and disclaims any warranty with respect to the condition of the Utility Easement Area or its suitability for the use(s) intended by Grantee. Grantee acknowledges that it has had the opportunity to inspect the Utility Easement Area and accepts its condition 'AS IS'.
- Indemnification. Grantee shall release, indemnify, defend and hold the Grantor, its officers, employees or agents (collectively, the "Indemnified Parties") harmless from and against any liability for losses, claims, demands, suits or judgments and any payments made in settlement thereof (including, without limitation, payment of reasonable attorney's fees or expenses and workers compensation claims) to the extent the same arise from personal injuries (including death) or damages alleged or sustained by Grantee, its employees, subcontractors or agents (collectively, the "Indemnifying Parties") that arise out of, are attributable to or are resulting from (a) any conditions in or about the Utility Easement Area attributable to the Grantee, (b) the use or occupancy of such Utility Easement Area by the Indemnifying Parties, or (c) any activities on or about the Utility Easement Area related to construction, installation or maintenance of the Improvements.
- II. Relocation. Grantee agrees that Grantor may reasonably request that the Utility Easement be located to another part of Grantor's Property (as defined below) at any time in the future. Grantee agrees to comply with such request in a timely manner, at its own expense, unless Grantee can demonstrate that moving the Utility Easement is unreasonably burdensome. The Parties agree that a cost of \$175,000 or more to re-locate the Utility Easement and the Improvements is per se unreasonably burdensome to the Grantee; provided, however, that Grantor shall have the right to review all proposed costs for such relocation prior to such relocation work.



III. Blasting. Grantee hereby acknowledges that blasting is a normal part of the quarrying operations which Grantor conducts on its property ("Grantor's Property"); however, Grantor agrees to conduct its blasting activities on Grantor's Property in accordance with all applicable legal requirements and industry standards. As a material part of the consideration for this conveyance, Grantee does forever release and hold harmless Grantor, its agents, employees, contractors, successors and assigns (collectively, "Grantor") from and against any and all liability of any kind or nature incurred as a result of the operation of the quarry on Grantor's Property, including, without limitation, blasting, except to the extent of Grantor's gross negligence. Furthermore, Grantee does forever release and waive the right to maintain a suit at law or in equity against Grantor on a theory of trespass, public or private nuisance or for any claim for strict liability in connection with the blasting or other operations of Grantor on Grantor's Property or any claim arising out of the conduct of an ultrahazardous activity. This release and covenant is expressly intended to and does hereby bind Grantee and is intended to and does hereby run with the Utility Easement Area.

[Signature Pages Follows]



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Shelby Cnty Judge of Probate, AL
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Vulcan Lands, Inc.:

[Signature]

Date 10/25/2024

Lindsay Siner
Title:

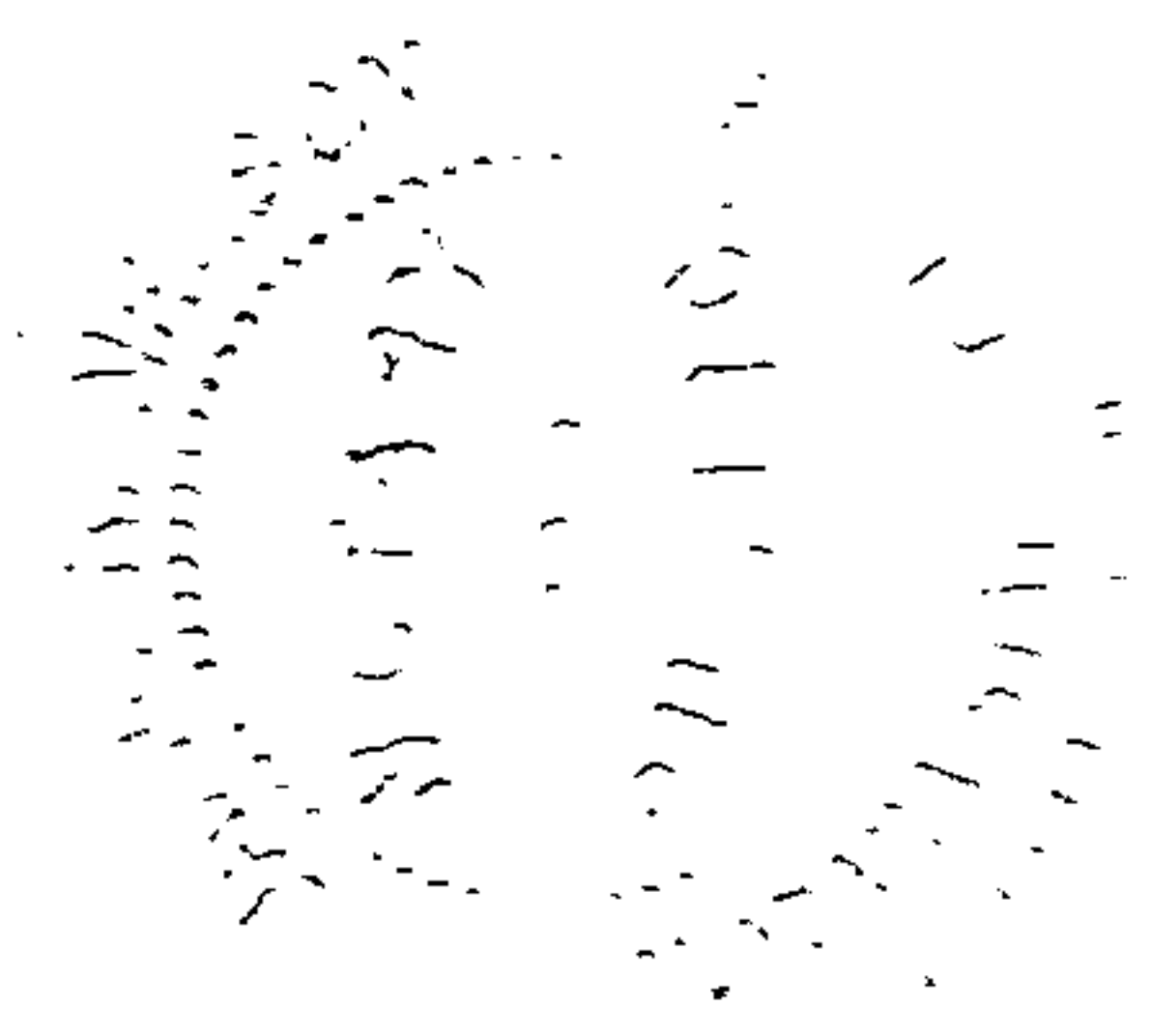
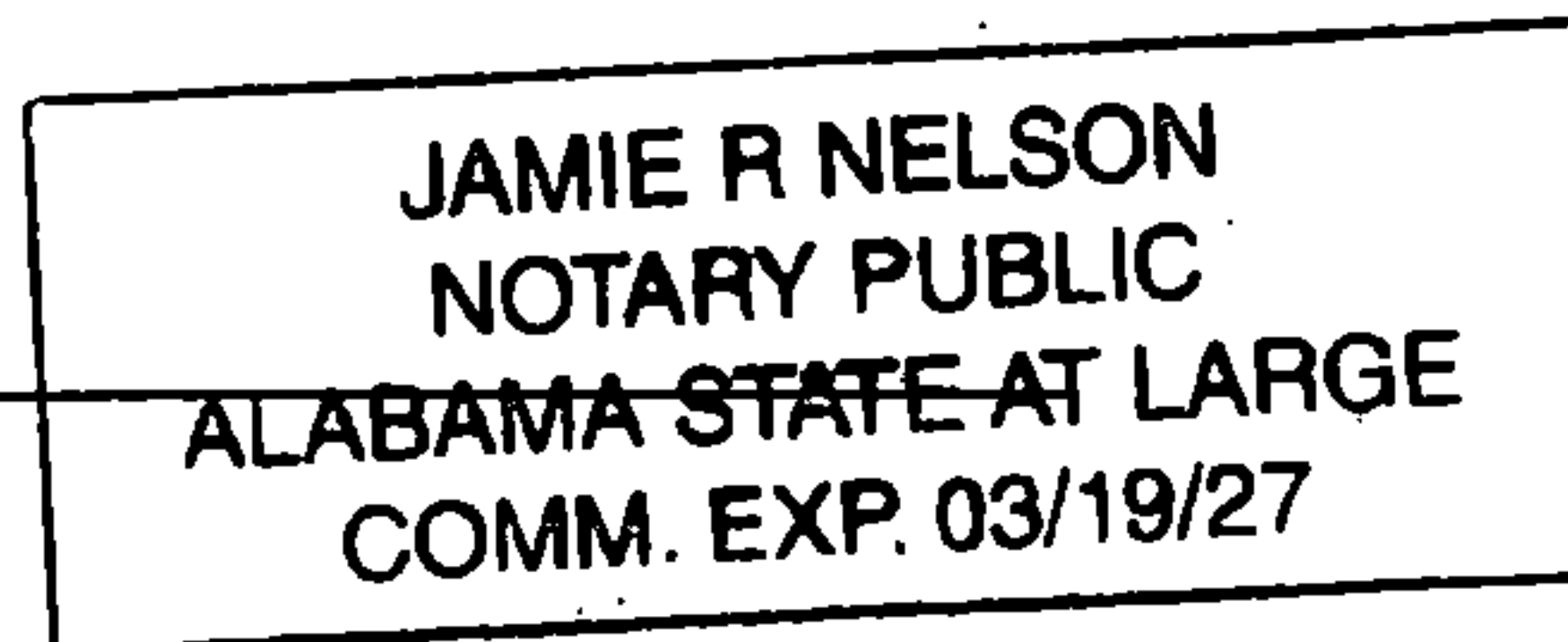
STATE OF ALABAMA)
) §
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 25th day of
October, 2024 by Lindsay Siner.

Witness my hand and seal.

My commission expires: _____

[SEAL]



[Signature]
Notary Public

The City of Calera, Alabama:

Jon S. Graham
_____, Mayor

Date 10.2.2024

ATTEST:

Connie B. Payton
_____, City Clerk

Date 10-2-2024

STATE OF ALABAMA)
)§

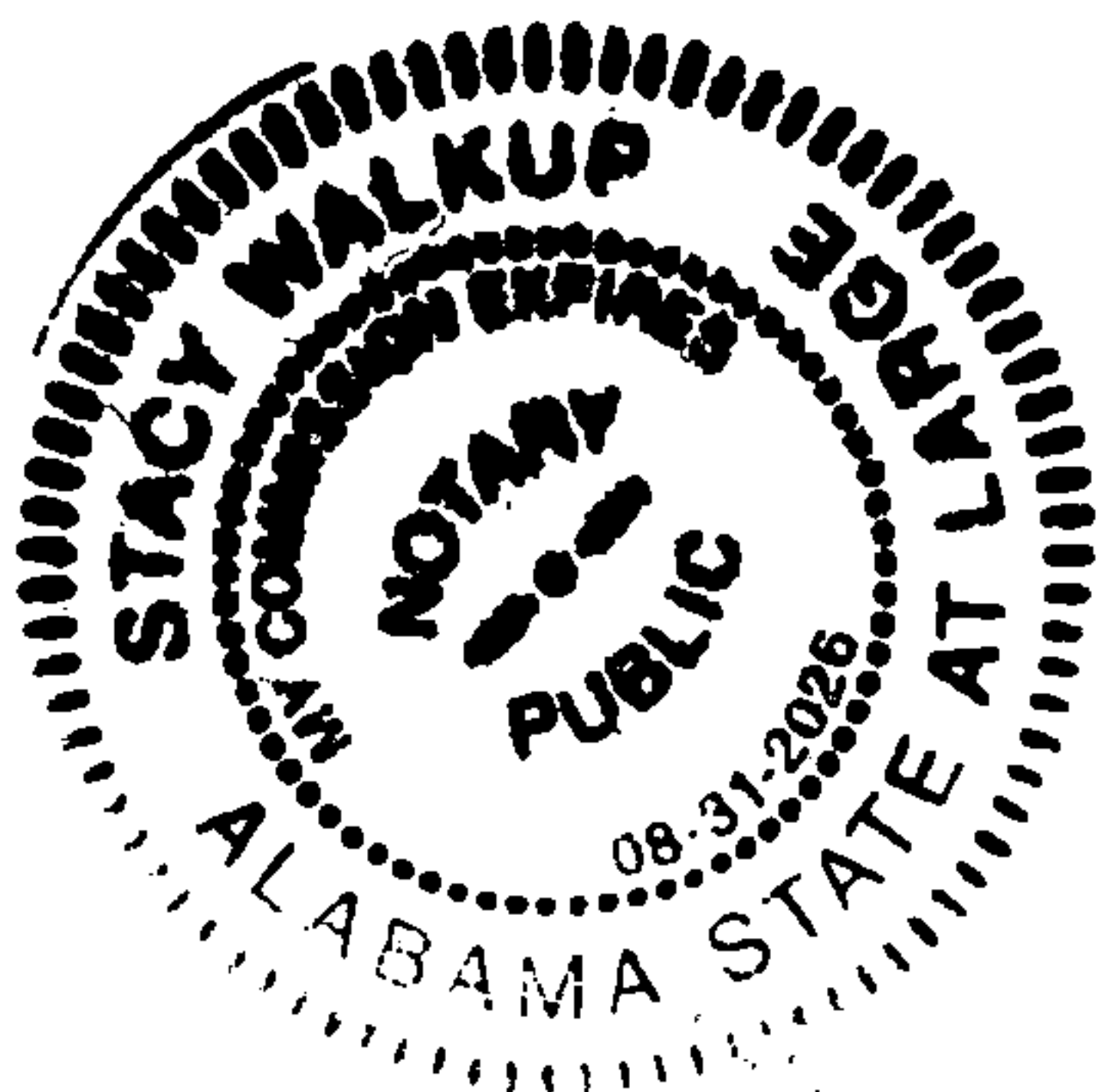
COUNTY OF Shelby)

The foregoing instrument was acknowledged before me this 2 day of October, 2024, by Stacy Walkup.

Witness my hand and seal.

My commission expires: 8-31-26

[SEAL]



Stacy Walkup

Notary Public



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

PARCEL NO. 28 4 18 0 000 001.000: A proposed 50-foot-wide Utility Easement being described as follows, to -wit:

Commence at a rebar being the southwest corner of Parcel No. 28 4 18 0 000 001.000 as recorded in the Probate Court of Shelby County, Alabama. From said point of commencement proceed North $1^{\circ}06'32''$ East a distance of 149.33 feet to a point, said point being the point of beginning of a proposed 50-foot-wide utility easement.

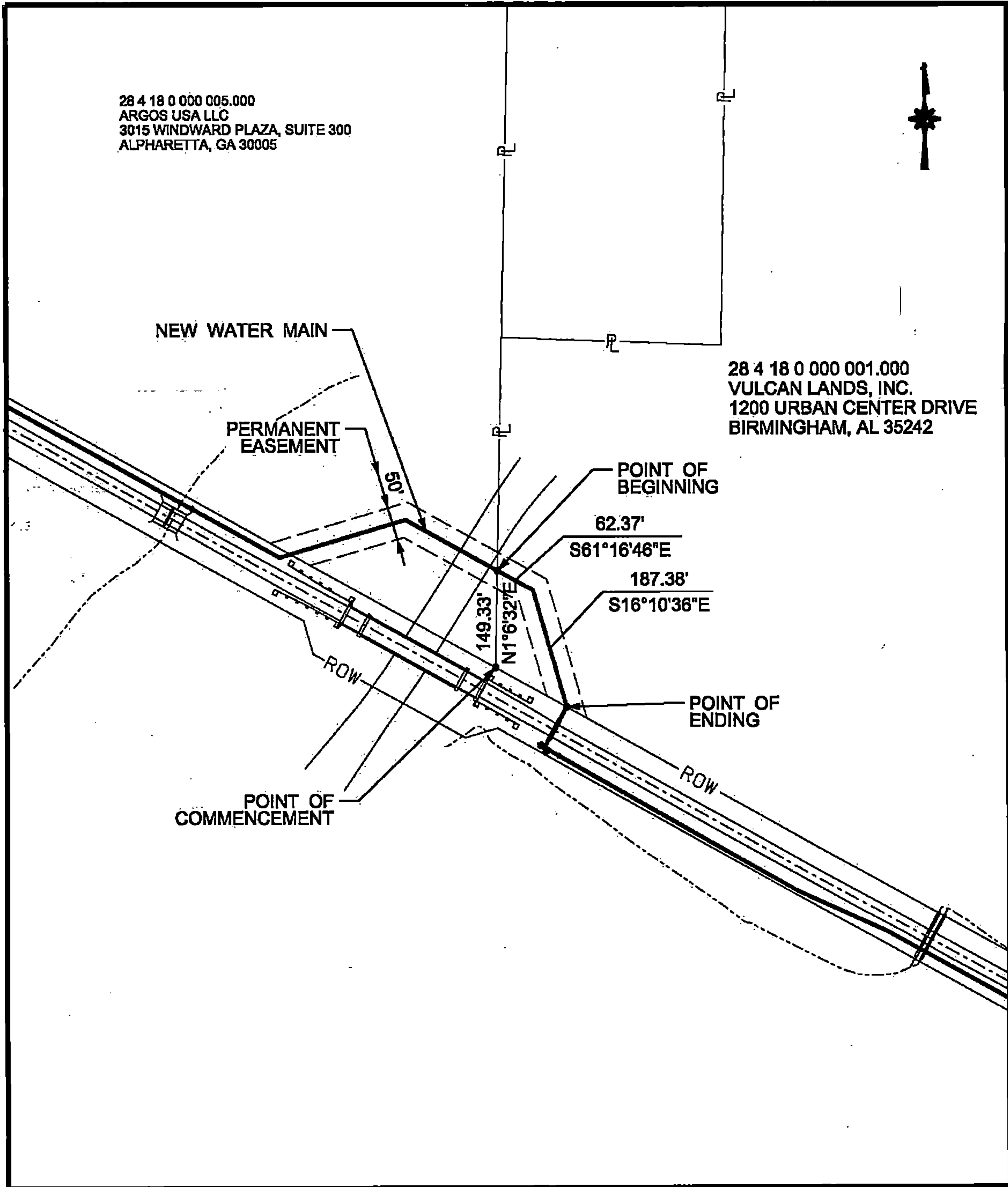
From said point of beginning proceed South $61^{\circ}16'46''$ East along the centerline of the proposed easement extending 25 feet in either direction a distance of 62.37 feet to a point; thence proceed South $16^{\circ}10'36''$ East a distance of 187.38 feet to a point of ending. Along said property line a permanent utility easement shall be established 25 feet in width on either side of said line.

The above-described land is located in Section 18, Township 22 South, Range 2 West, Shelby County, Alabama and contains 0.29 acres.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT B



INSITE
ENGINEERING

HOOVER | TUSCALOOSA

5500 FELDSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-9699
www.insiteengineering.org

CIVIL / GIS
INFRASTRUCTURE
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VULCAN LANDS, INC.
EASEMENT