

After recording return to:

*Cierra Yactayo
Tacala Companies
3750 Corporate Woods Drive
Vestavia Hills, Alabama 35242*

**STATE OF GEORGIA)
MUSCOGEE COUNTY)**

EASEMENT

THIS EASEMENT hereinafter "Easement", made this ____ day of _____, 2026, by and between CGP COLUMBUS (AIRPORT) TB, LLC, a Delaware limited liability company ("Grantor"), and COLUMBUS, GEORGIA, a consolidated city-county government ("Grantee"; Grantee and Grantor are from time to time referred to herein each as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Land Lot 55 of the 8th District, Muscogee County, Georgia, being Site 25, National Bank and Trust Company as recorded in Plat Book 90, Page 45 in said County, as more particularly described on Exhibit "A" attached hereto and incorporated herein ("Grantor's Property").

WHEREAS, Grantee is the owner of certain real properties being those portions of Airport Thruway and Whitesville Road, all as shown on the plans attached hereto as Exhibit "B" and incorporated herein (the "Plan"), which roadways abut and are adjacent to Grantor's Property, hereinafter "Grantee's Property";

WHEREAS, Grantee is desirous of securing perpetual and non-exclusive easements (the "Sidewalk Easements") from Grantor for the maintenance and pedestrian use of a pre-existing sidewalks (the "Sidewalks") located partially on portions of Grantee's Property and portions of Grantor's Property (the "Sidewalk Easement Areas"), as more particularly shown in part on the Plans, and as is more particularly described on Exhibit "C" attached hereto and made a part hereof and as shown and described on Exhibit "D" attached hereto and made a part hereof.

NOW, THEREFORE, the execution of this Easement by the Parties, the mutual covenants and agreements contained herein, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor and Grantee agree as follows:

1. SIDEWALK EASEMENT.

A. Grant of Permanent Easements by Grantor for the Benefit of the Grantee. Grantor hereby grants, bargains and conveys to the Grantee, for the benefit of the Grantee, the Grantee's

Property, the Grantee's invitees, employees, contractors, subcontractors, agents and to the general public (the "Benefitted Parties"), subject, however, to such ordinances, rules and regulations regarding the public use of the Sidewalk Easements as the Grantee or political subdivision or other regulatory authority designated by the Grantee may from time to time impose or prescribe, a perpetual and non-exclusive easement on, over, under and across the Sidewalk Easement Areas solely for the following, and no other purposes:

- i. pedestrian right-of-way, access and passage; and
- ii. maintaining, repairing, replacing, or removing the Sidewalk as may be necessary or desirable in the Grantee's discretion.

B. Maintenance Obligations. Grantee shall be solely responsible for performing, at its sole cost and expense, and shall have the sole right to perform, the maintenance, repair and replacement of and to the Sidewalks located within the Sidewalk Easement Areas pursuant to its easement rights granted hereunder. When notified by the Grantor or a member of the general public that a potentially hazardous condition exists, Grantee shall be responsible for repairing or cleaning up such condition(s).

2. GENERAL PROVISIONS CONDITIONS AND RESTRICTIONS.

A. Timely Fashion. Grantee shall exercise due diligence in causing the maintenance, repair or replacement of the Sidewalks, doing so in a timely fashion, all in accordance herewith.

B. Successors and Assigns. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective successors and assigns, whomsoever.

C. Binding Effect. This Easement and the easement, rights, privileges, duties, and obligations granted and imposed herein shall be binding upon and shall inure to the benefit of the owners of Grantor's Property and Grantee's Property described herein and their respective successors, grantees, assigns, and successors-in-title, whomsoever. All of such easements, rights, privileges, duties, and obligations shall be appurtenant to and shall run with the Grantor's Property and the Grantee's Property described herein, as applicable. Any conveyance of Grantor's Property or Grantee's Property described herein, or portions thereof, shall also convey the rights, privileges, duties, and obligations contained in this Easement, regardless whether or not specific mention is made to this Easement and regardless of whether or not a specific conveyance is made of, or subject to, the easement, rights, privileges, duties, and obligations herein.

D. Independent Covenants. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party hereto shall not release or discharge such party from its or their obligations hereunder. In the event an owner shall convey, transfer, assign, or otherwise dispose of all or a portion of their respective right, title and interest in any property described herein, such party shall thereupon be released and discharged from any and all further liabilities and obligations for the breach of any covenant or agreement herein (except those covenants and agreements or the performance thereof accruing prior to such conveyance, transfer, assignment, or other disposition)

to the extent of such disposition, and, except as is herein expressly provided, such liabilities and obligations thereafter accruing shall be binding upon the successor-in-title to such party.

E. Third Parties. This Easement is made for the exclusive benefit of the parties hereto, and of their respective successors and assigns, whomsoever, and not for any third party. Nothing in this Easement, express or implied, is intended to confer upon any person, other than the parties hereto, or their respective successors and assigns, whomsoever, any rights or remedies under or by virtue of this Easement other than the public's right to use the same for pedestrian access and passage.

F. Governing Law. This Easement shall be construed and interpreted under the laws of the State of Georgia.

G. Non-Waiver. The failure of any party to exercise any rights given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right, or to demand strict compliance with any such term, condition or covenant under this Easement thereafter.

H. General Conditions and Restrictions with Respect to Use of the Sidewalk Easement.

To the extent permitted by law, and as limited to only acts of gross negligence and willful misconduct, the Grantee shall be fully liable for any and all claims, damages, losses, and liabilities, of whatsoever kind and nature, to person and/or property caused by the exercise of, or the failure to exercise, the rights granted by the Grantor to the Grantee hereunder, excluding, however, damages, losses and liabilities caused by the negligence of Grantor or Grantor's employees, agents, independent contractors, invitees, guests, or successors-in-title.

i. The Grantee shall work together with Grantor to coordinate all matters with respect to the maintenance, repair, and replacement of such Sidewalks, as well as any necessary access of ingress, egress and regress thereto and therefrom, all of which matters shall be accomplished by the Grantee pursuant hereto in the most unobtrusive manner practicable to avoid blocking any points of ingress or egress to the Grantor Parcel or parking spaces within the Grantor Parcel.

ii. The Grantee will exercise reasonable care in carrying out the rights granted by Grantor hereunder. Any damage to the Sidewalk Easement Areas or to the Grantor's Property caused by the Grantee, or by any agents thereof, in its use of the Sidewalk Easement Areas, or in exercising its rights granted hereunder, shall be promptly repaired into its previous or better condition by the Grantee, at its sole cost and expense.

iii. Grantor shall be permitted to locate and construct site improvements which shall be unaltered by Easement.

I. Entire Easement. This Easement, the preamble hereof, and all exhibits attached to and made a part hereof, (all of which shall be deemed incorporated in this Easement and made a part hereof) contains the entire understanding of the parties hereto with respect to the subject matter

hereof, and there are no representations, nor promises, oral or otherwise, which have been made on the part of either or both parties hereto, except as are expressly set forth herein, or made a part hereof, or superseded by virtue hereof.

J. Covenants. Each of the parties hereto do hereby agree and declare that all of the provisions contained herein and all of the rights, easements and obligations respectively granted or reserved hereunder are and shall constitute covenants running with the fee simple estate of Grantee in and to Grantor's Property.

K. Counterparts. This Easement may be executed in any number of identical counterparts. If so fully executed, each such counterpart is to be deemed an original for all purposes hereof, and all such counterparts shall, collectively, constitute one and the same Easement. In making proof of the grant of the easements and rights hereunder, it shall not be necessary to produce or account for more than one such counterpart, nor for an original signed copy thereof.

L. Purpose. The purpose of this Easement is to grant to Grantee useable easements and rights appurtenant, and this Easement shall be construed to accomplish such purpose.

M. Time is of the Essence. Time is of the essence of this Easement.

[Remainder of Page Intentionally Left Blank; Signatures Follow on Next Page.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

GRANTOR:

Signed, sealed and delivered
in the presence of

CGP COLUMBUS (AIRPORT) TB, LLC,
a Delaware limited liability company

Unofficial Witness: _____

By: _____
Name: _____
Title: Authorized Agent

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in the presence of

GRANTEE:

COLUMBUS, GEORGIA,
a consolidated city-county government

Unofficial Witness: _____

By: _____
Name: _____
Title: _____

Notary Public
My Commission Expires: _____

[NOTARY SEAL]

[SEAL OF CITY]

EXHIBIT "A"
Description of Grantor's Property

Part of Land Lot 55, 8th district, Columbus, Muscogee County, Georgia, being Site 25, National Bank and Trust Company as recorded in Plat Book 90, Page 45 in said Muscogee County, Georgia records and more particularly described as follows:

The Point of Beginning is a crimped iron pipe found at the intersection of the northern Right of Way of Airport Thruway (wide varies) and the eastern Right of Way of Whitesville Road (80' width); thence run N 15° 48' 04" E 165.04 feet, along said Right of Way and the western boundary of Site 25 to a iron pipe found at the common corner with Lot 600, Replat of part of The Landings as recorded in Plat Book 161, Page 173 of said records; thence run S 74° 10' 23" E-69.82 feet along the common line to a found scribed X in concrete; thence sun S 61° 41' 02" E- 199.56 feet, along said common line to found iron pipe; thence run N 51° 20' 13" E- 74.86 feet, along said common line to a found concrete nail; thence leaving said common line run S 38° 27' 11" E- 39.91 feet, along the northern boundary of said Site 25 to a found 1/2 " rebar at the northeastern corner of said Site 25; thence run S 51° 23' 28" W- 238.77 feet, along the eastern boundary of said Site 25 to a found concrete nail on the curving northern Right of Way of said Airport Thruway, said curve having a delta of 5° 39' 21" and a radius of 1077.64 feet; thence run along said curving Right of Way for an arc distance of 106.38 feet (chord bearing of N 64° 30' 51" W 106.34 feet) to a found scribed X in concrete at a point on a curve having a delta of 1° 30' 25" and a radius of 1186.28 feet; thence run along said curving Right of Way for an arc distance of 31.20 feet (chord bearing of N 68° 17' 04" W- 31.20 feet) to a found scribed X in the concrete; thence run N 0° 54' 15" E- 10.58 feet, along said Right of Way to a found crimped iron pipe, said point located on a curve having a delta of 3° 01' 21" and a radius of 1196.28 feet; thence run along said curving Right of Way for an arc distance of 63.11 feet (chord bearing of N 71° 03' 10" W- 63.10 feet) to the point of beginning. Said parcel contains 1.06 acres, more or less.

EXHIBIT "B"
The Plan

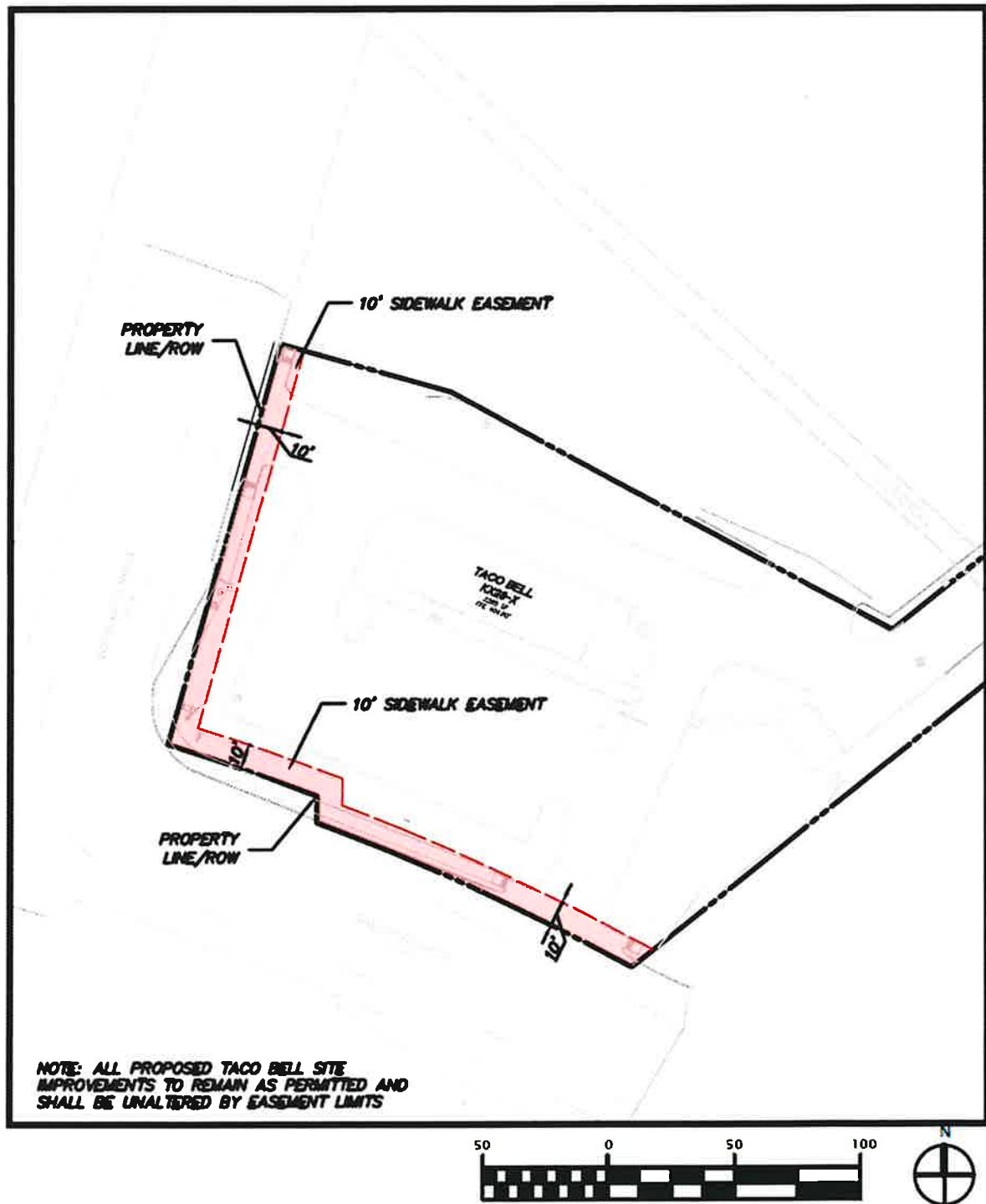


EXHIBIT "C"
Legal Description of Easement

A 10 foot wide Sidewalk Easement being in Land Lot 55 of the 8th District of Muscogee County, Georgia, containing 0.08 acres, more or less, and being described as a part of National Bank and Trust Company Site 25, as shown on plat of said subdivision recorded in Plat Book 90, Page 45, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, and being 10' left of and parallel of the following described Baseline:

As a Commencement Point, begin at a crimped iron pipe found at the intersection of the north Right of Way of Airport Thruway and the east Right of Way of Whitesville Road; thence run along said east Right of Way N 15°48'04" E – 165.04 feet to an iron pipe found and the Point of Beginning of the easement's Baseline herein described; thence run S 15°48'04" W – 165.04 feet, along said Right of Way to a crimped iron pipe found at the intersection with the north Right of Way of said Airport Thruway, said point located on a curve having a delta of 3°01'21" and a radius of 1196.28 feet; thence run along said curving Right of Way for an arc distance of 63.11 feet (chord bearing of S 71°03'10" E – 63.10') to a crimped iron pipe found; thence continue along said Right of Way S 0°54'15" W – 10.58 feet to a found "X" scribe in concrete, said point located on a curve having a delta of 1°30'25" and a radius of 1186.28 feet; thence run along said curving Right of Way for an arc distance of 31.20 feet (chord bearing of S 68°17'04" E – 31.20') to a found "X" scribe in concrete, said point located on a curve having a delta of 5°39'21" and a radius of 1077.64 feet; thence run along said curving Right of Way for an arc distance of 106.38 feet (chord bearing of S 64°30'51" E – 106.34') to a concrete nail found at the Southeastern corner of said parcel and the end of the Baseline herein described. The left 10' boundary line of the easement extends to the Southeast boundary of said parcel.

CONSENT AND JOINDER

The undersigned being the owner of a leasehold interest in the Grantor's Property pursuant to that certain Ground Lease dated May 15, 2026 by and between Grantor and undersigned, as evidenced by that certain Memorandum of Lease recorded May 20, 2026 in Deed Book 14935, Page 357 of the Office of the Clerk of the Superior Court of Muscogee County, Georgia, hereby consents to the foregoing Easement to which this consent and joinder is attached, solely for the purpose of subordinating the interest of the undersigned thereto and joining in the conveyance of the sidewalk easement therein.

Executed under seal this ____ day of _____, 2026.

Signed, sealed and delivered
in the presence of

TACALA GEORGIA CORP.,
a Delaware corporation

Unofficial Witness: _____

By: _____
Name: _____
Title: _____

Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]