

Instrument prepared without benefit of title search or survey by:
Brian A. Kilgore
Ellis Head Owens Justice
113 N. Main Street
Columbiana, AL 35051



20241016000325130 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
10/16/2024 03:05:22 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Torrealba Territories LLC, Gifford Bridenbaugh, and Roy T. Binkerd (hereinafter known as "Grantor," whether one or more) for and in consideration of one and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by the City of Calera, Alabama, a municipal corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby establish, declare, grant, and transfer unto said City of Calera, Alabama, its successors and assigns (hereinafter "the City"), the following easements, rights and privileges:

Utilities: The right from time to time to construct, reconstruct, install, operate, use, maintain, repair, replace and/or remove any materials, facilities, and related appurtenances useful or necessary in connection with the distribution of electrical, gas and/or telecommunications in, on, to, through, over, under, and across the Property as particularly described herein and Exhibit A: Diagram and Exhibit B: Legal Description.

Drainage: The right from time to time to construct, reconstruct, install, operate, use, maintain, repair, replace and/or remove drainage improvements, appliances, and related appurtenances necessary for the retention, detention and conveyance of waters and drainage in, on, to, through, over, under and across the Property described herein and Exhibit A: Diagram and Exhibit B: Legal Description.

Sidewalk: The right from time to time to construct, reconstruct, install, use, maintain, repair, replace, and/or remove sidewalks on the Property described herein and Exhibit A: Diagram and Exhibit B: Legal Description.

The City is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said easement for the perpetual public purposes above described, including, without limitation, the right of ingress and egress to and from said Property, as applicable, the right to excavate for installation, replacement, repair and removal of



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materials, facilities, appliances, and related appurtenances, and the right to cut, remove, and otherwise keep clean any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character on, under, and above said right of way as applicable.

The City will maintain the Easement and the Improvements thereon at its sole cost, discretion, and expense in accordance with the ordinance, statutes, and regulations of the City and the State of Alabama (as applicable) during the existence of the Easements. In the event the Improvements are not maintained, Grantor shall have the right to provide a written notice to Calera of its failure to maintain the Improvements. Calera shall have thirty (30) days from the date of the written notice to determine the need for maintenance and commence work on the maintenance, as appropriate. In the event Calera fails to respond during the thirty (30) day period, the Grantor may, but shall not be obligated to, perform maintenance on the Improvements and request reimbursements from Calera.

The easements, rights and privileges granted herein shall apply to, and the word "Property" as used in this instrument shall mean, the real property more particularly described in the depictions and renderings attached as Exhibit A: Diagram and Exhibit B: Legal Description which belongs to each Grantor individually, incorporated herein.

The purpose of this easement is to correct, replace and expand the scope of the utilities easement previously recorded in Instrument No. 20240628000195300.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and except for the previously agreed awnings to the buildings and Business Incubation Container, the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement without express written permission of the City, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk and/or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.


The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

This grant and agreement shall be binding and shall inure to the benefit of the Grantor, the City, and each of their respective heirs, personal representatives, successors, and assigns and the words "Grantor" and "City" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

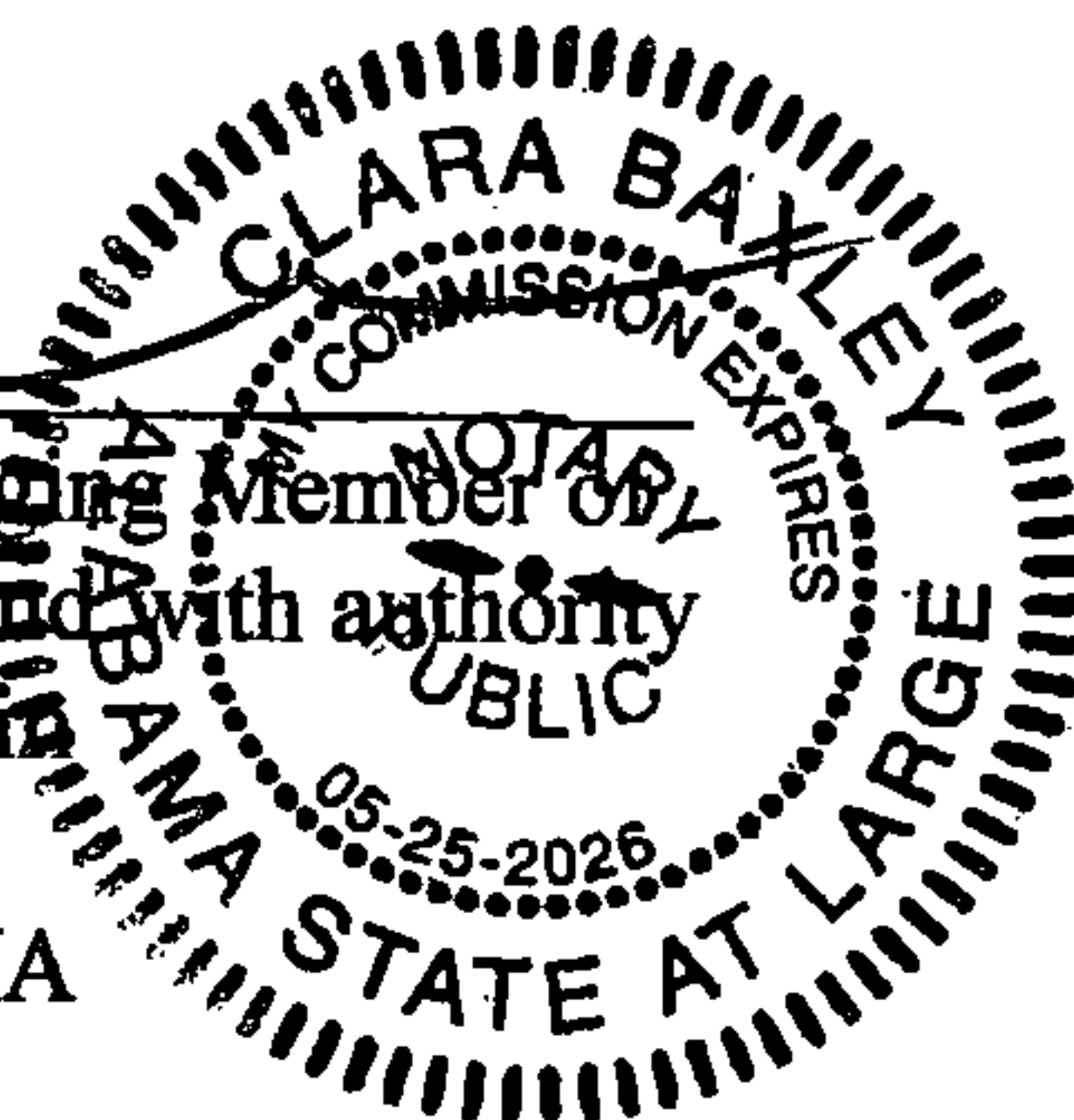
TO HAVE AND TO HOLD the same to the City, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor executed this instrument on this the 10 day of 9, 2024.

GRANTOR:

By: 
Deninson Torrealba, Managing Member of
Torrealba Territories LLC and with authority
to grant the easement herein

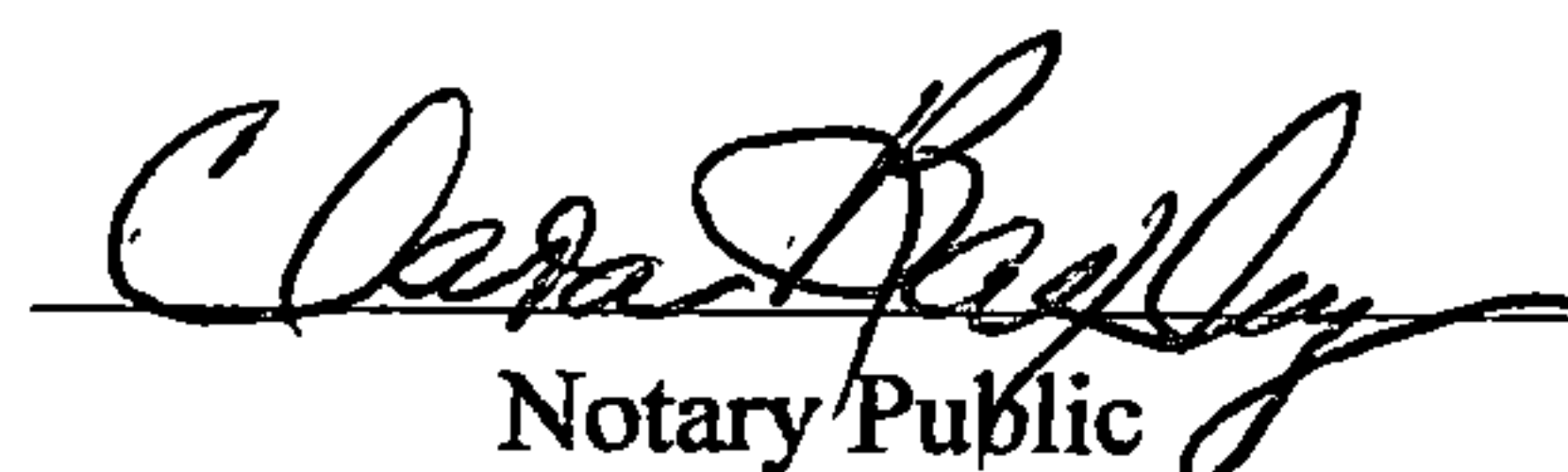
THE STATE OF ALABAMA
COUNTY OF SHELBY



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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Deninson Torrealba, in his capacity as the Managing Member of Torrealba Territories LLC, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th 9th day of October 2024.


Notary Public

Commission expires: 5/25/28

IN WITNESS WHEREOF, the undersigned Grantor executed this instrument on this the _____ day of _____, 2024.

GRANTOR:

By: Gifford Bridenbaugh
Gifford Bridenbaugh



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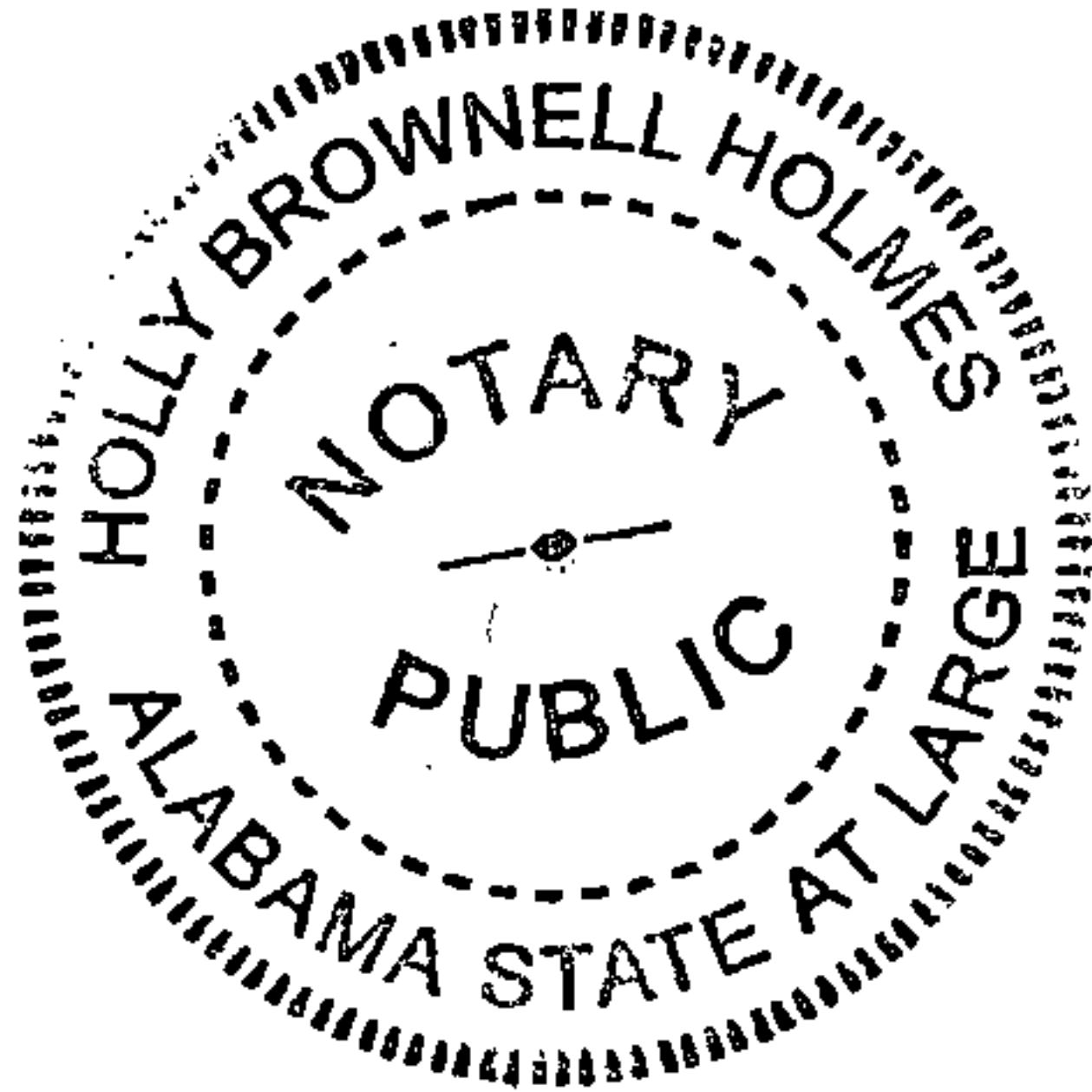
THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gifford Bridenbaugh, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date,

Given under my hand and official seal this 9th day of October 2024.

Holly Brownell Holmes
Notary Public

Commission expires: _____ MY COMMISSION EXPIRES DECEMBER 27 2027



Instrument prepared without benefit of title search or survey by:
Grace Graham
Ellis Head Owens Justice Arnold & Graham
113 N. Main Street
Columbiana, AL 35051

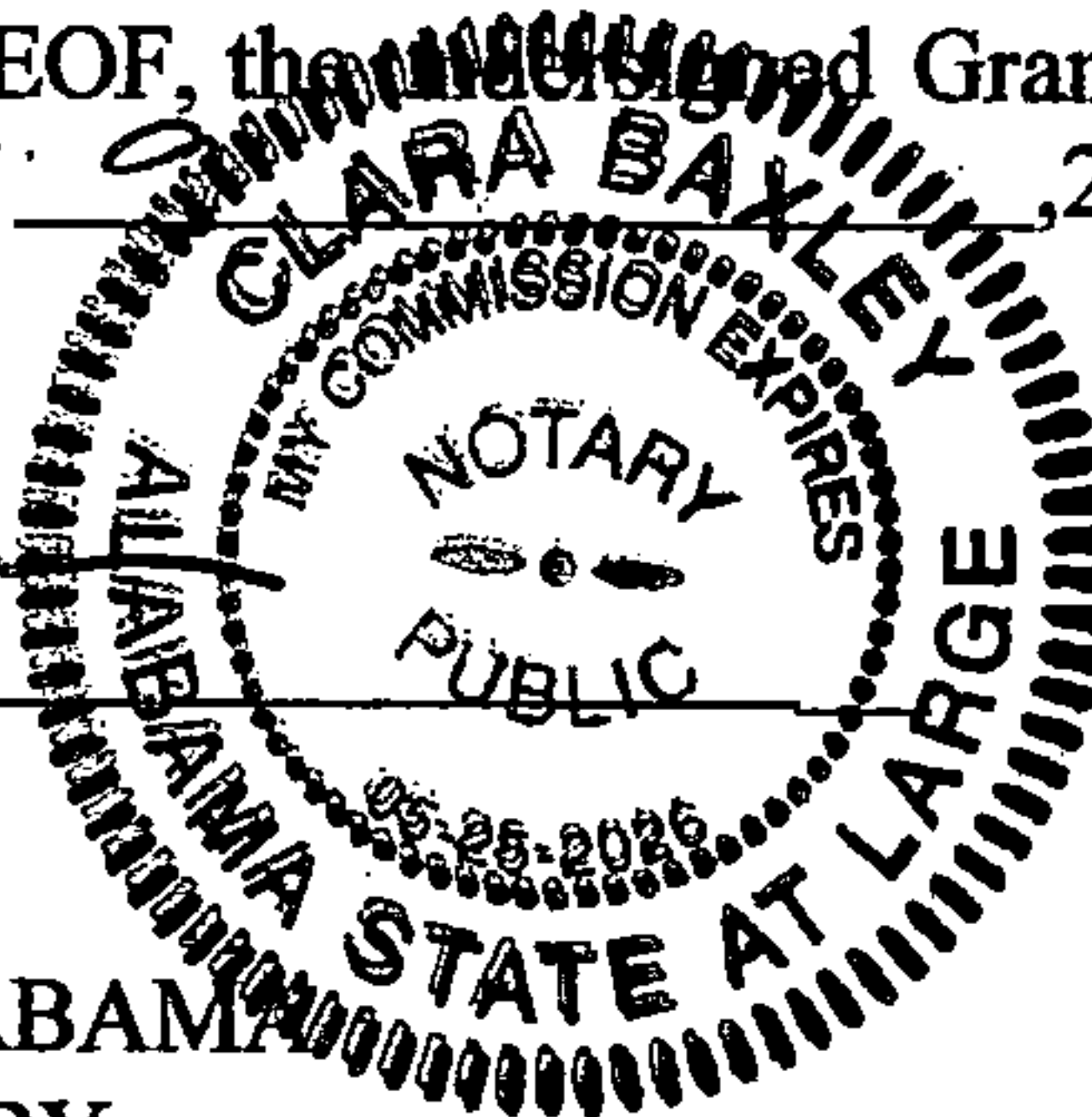


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IN WITNESS WHEREOF, the undersigned Grantor executed this instrument on this the
10 day of October, 2024.

GRANTOR:

By: Roy T. Binkerd
Roy T. Binkerd



THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Roy T. Binkerd, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of
October 2024.

Clara Baxley
Notary Public

Commission expires: 5/25/28



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EXHIBIT A

