

**BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**

**DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY**  
**PURSUANT TO ALABAMA ACT #2014-133**

***Appraisal Information Done on the Property:***

Was formal appraisal obtained? Check one:  Yes  No  
Property Identification from appraisal or otherwise: Keys 943457  
Identification of the appraiser, if any:  
Date of the appraisal, if any:  
Appraised value of the property:  
Source of value if no formal appraisal done:  
Amount of value if no formal appraisal done:  
Date of valuation if no formal appraisal done:

***Contract on the property:*** See attached, if any.

***Terms of the Purchase:*** \$1.00

***Source of Funds for the Purchase:*** Capital Improvement Funds

***Any Other Related Materials:*** See attached, if any.

\* This report to be made available to the public within 60 days after the acquisition of the property, or 60 days after the last acquisition of several within a single project. Report to be attached to minutes of meeting following purchase and posted in a conspicuous manner on the Board's website.

STATE OF ALABAMA

COUNTY OF MOBILE

**PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **HAMILTON/CLARK, INC.**, an Alabama corporation, (hereinafter referred to as GRANTOR, whether one or more), for and in consideration of the amount of One Dollar and No/100s (\$1.00) and other good and valuable consideration in hand paid to the GRANTOR by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public entity of the State of Alabama (hereinafter referred to as the GRANTEE), the receipt and sufficiency whereof is hereby acknowledged by the said GRANTOR, and for the further consideration of the general benefit which will accrue to the public and the benefit which may accrue to the GRANTOR by reason of the utility improvements hereinafter referred to, does hereby, subject to the terms hereinafter contained, GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, its successors and assigns, a right and exclusive permanent easement for construction, operation, inspection, maintenance, replacement and removal of sanitary sewer and/or water lines in, on, over, under, through, across and above a certain parcel of real property, lying and being in the County of Mobile, State of Alabama, which parcel is more particularly described as follows:

A PART OF GRANT SECTION 37, TOWNSHIP 4 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA AND HAVING THE MOBILE COUNTY REVENUE COMMISSION KEY NUMBER OF 943457 AND PARCEL NUMBER OF 29 10 37 0 008 043.XXX, SAID PROPERTY BEING KNOWN IN WHOLE OR IN PART AS 709 PILLANS STREET, MOBILE, AL 36652 AND THE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF WILKINSON STREET AND THE SOUTH RIGHT OF WAY LINE OF PILLANS STREET; THENCE RUN SOUTH 08°16'18" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 118.50 FEET TO THE POINT OF BEGINNING

OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE SOUTH 08°16'18" WEST, 10.00 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN NORTH 81°43'42" WEST, 265.00 FEET TO THE EAST RIGHT OF WAY LINE OF SCOTT STREET; THENCE RUN NORTH 08°16'18" EAST, ALONG SAID EAST RIGHT OF WAY LINE 10.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 81°43'42" EAST, 265.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES MORE OR LESS. (2650 sq. ft.).

TO HAVE AND TO HOLD the above-described property unto the said GRANTEE, its successors and assigns, forever.

And except as to all other easements, rights of way, restrictions or reservations of record together with all of those things specifically mentioned above, the said GRANTOR, for itself, its successors and assigns, does hereby covenant with the GRANTEE, its successors and assigns, that the GRANTOR is seized of an indefeasible estate in fee simple in said property, and that the GRANTOR does hereby warrant and will forever defend the above described easement and rights unto the GRANTEE, its successors and assigns, against the lawful claims of all persons.

GRANTEE does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment and use of said easement(s), including the right to construct and maintain necessary manholes, cleanouts and other above-ground and below-ground improvements and appurtenances and the right of necessary and reasonable ingress and egress by the agents, employees and equipment of GRANTEE, its successors and assigns, over and across the above described easement(s) and over and across the real property of GRANTOR to said permanent easement(s) for the purpose of exercising the rights, privileges and easements hereinabove described.

GRANTEE does hereby further obtain the right, privilege and easement to cut, trim and remove any brush, trees or other obstructions upon the hereinabove described land, together with the right of ingress and egress to and from, over and above the hereinabove described land, for the purpose of keeping the same clear of all trees, timber, brush, undergrowth or any other

objectionable obstructions.

GRANTOR, its successors and assigns, shall not excavate, construct or permit to be constructed on or over the above described easement(s) any obstruction that may interfere with the rights hereby granted.

The foregoing easement, including all documents incorporated herein by reference, if any, and any addendum to this easement between GRANTOR and GRANTEE of even date herewith, constitutes the complete and exclusive agreement between GRANTOR and GRANTEE with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument on this the 20<sup>th</sup> day of November, 2023.

**[EXECUTION AND NOTARIZATION ON FOLLOWING PAGE]**

GRANTOR:  
HAMILTON/CLARK, INC.

BY: \_\_\_\_\_

ITS: President

DATE: 11/30/23

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Jerry Silverstein whose name as President of Hamilton/Clark, Inc. is signed to the above and 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, as officer/representative and with full authority, executed the same voluntarily for and as the act of said Hamilton/Clark, Inc., on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of November, 2023.

Asten Hamil  
NOTARY PUBLIC  
My Commission Expires: 3/9/27



GRANTOR'S ADDRESS:  
The Crewe of Columbus, Inc.  
P.O. Box 91157  
Mobile, AL 36691-1157

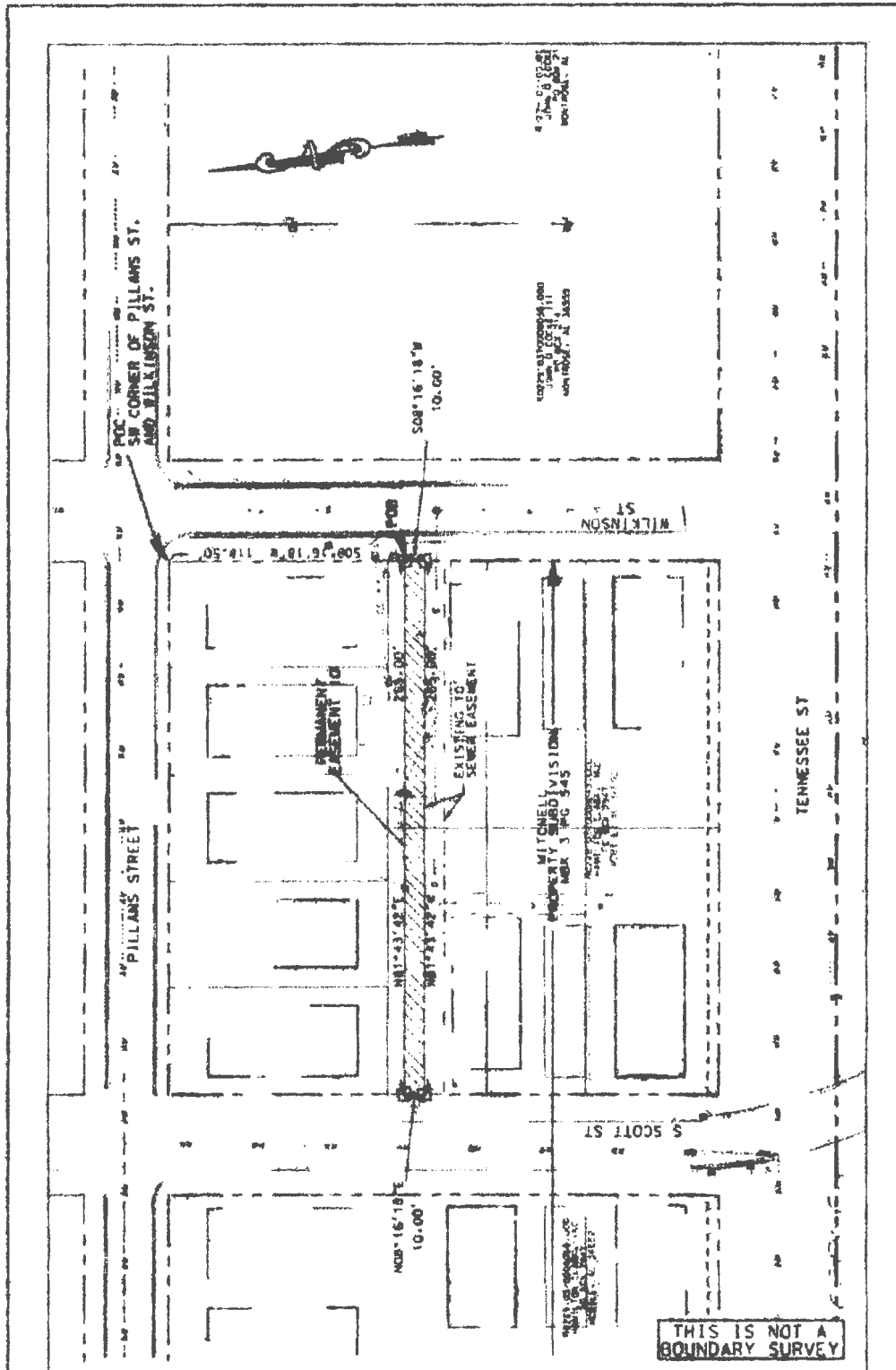
GRANTEE'S ADDRESS:  
Board of Water & Sewer Commissioners of the City of Mobile  
P.O. Box 180249  
Mobile AL 36618-0249

Property Address:  
1100 Conception Street  
Mobile, AL 36603  
Key # 945464

INSTRUMENT PREPARED BY:

Michael M. Linder, Jr.  
The Atchison Firm, P.C.  
411 Azalea Road  
Mobile, Alabama 36609

PREPARED WITHOUT TITLE EXAMINATION



MOBILE AREA WATER AND SEWER BOARD

EASEMENT NO.	<u>10</u>	PROJECT NO.	<u>M6712-2727</u>
OWNER	<u>HAMILTON CLARKE INC.</u>	DATE	<u>03/31/2023</u>
		COUNTY	<u>MOBILE</u>
		SCALE:	<u>1" = 60'</u>