

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 X No
Property Identification from appraisal or otherwise: Keys 4006185
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: \$10.00

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 **GIS PROPERTIES, HOUSTON – LLC**, a Tennessee limited liability company, (hereinafter referred to as **GRANTOR**), for and in consideration of the amount of ten-dollars (\$10.00) 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 operation, inspection, maintenance, replacement, repair, and/or removal of a water meter or meters and associated lines and equipment 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:

FROM THE NORTHWEST CORNER OF LOT "A" OF THE RE-SUBDIVISION OF LOTS 5, 6 AND 7 CRIGLER INDUSTRIAL PARK, AS RECORDED IN INST# 2023029534, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 14°20'26" WEST, ALONG THE WEST LINE OF SAID LOT "A" AND THE EAST RIGHT-OF-WAY LINE OF TODD ACRES DRIVE, 297.00 FEET TO THE POINT-OF-BEGINNING; THENCE RUN SOUTH 75°39'34" EAST, 15.00 FEET; THENCE RUN SOUTH 14°20'26" WEST, 12.00 FEET; THENCE RUN NORTH 75°39'34" WEST, 15.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TODD ACRES DRIVE; THENCE RUN NORTH 14°20'26" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT-OF-BEGINNING.

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 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 11th day of April, 2024.

GRANTOR:

Will Cornell
GIS PROPERTIES, HOUSTON - LLC

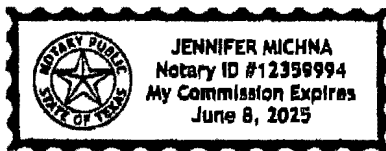
By: Will Cornell

Its: Vice President

STATE OF Tx
COUNTY OF Harris

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Will Cornell whose name as _____ of GIS PROPERTIES, HOUSTON - LLC, 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 such officer/representative and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 11 day of April, 2024.



Jennifer Michna
NOTARY PUBLIC
My Commission Expires: June 8, 2025

GRANTOR'S ADDRESS:

**GIS Properties, Houston – LLC
101 Strang Road
La Porte, TX 77571**

GRANTEE'S ADDRESS:

**Board of Water & Sewer Commissioners of the City of Mobile
P.O. Box 180249
Mobile AL 36618-0249**

INSTRUMENT PREPARED BY:

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

PREPARED WITHOUT TITLE EXAMINATION



CLARK | GEER | LATHAM
AND ASSOCIATES, INC.
 2901 SPRING HILL AVENUE | MOBILE, AL 36608 | 251 344 7073

JOB 2236 GULF INTERMODAL
 SHEET NO. SK-1 OF 1
 CALCULATED BY DSC DATE 4/4/24
 CHECKED BY _____ DATE _____
 SCALE 1"=80'

LEGAL DESCRIPTION FOR WATER METER EASEMENT TO MAWSS

FROM THE NORTHWEST CORNER OF LOT 'A' OF THE RE-SUBDIVISION OF LOTS 5, 8 AND 7 CRIGLER INDUSTRIAL PARK, AS RECORDED IN INST# 2023029534, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE SOUTH 14°20'26" WEST, ALONG THE WEST LINE OF SAID LOT 'A' AND THE EAST RIGHT-OF-WAY LINE OF TODD ACRES DRIVE, 297.00 FEET TO THE POINT-OF-BEGINNING; THENCE RUN SOUTH 75°39'34" EAST, 15.00 FEET; THENCE RUN SOUTH 14°20'26" WEST, 12.00 FEET; THENCE RUN NORTH 75°39'34" WEST, 15.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TODD ACRES DRIVE; THENCE RUN NORTH 14°20'26" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT-OF-BEGINNING.

