

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: Key No. 959163

Identification of the appraiser, if any: N/A

Date of the appraisal, if any: N/A

Appraised value of the property: N/A

Source of value if no formal appraisal done: Appraisal of substantially similar property

Amount of value if no formal appraisal done: \$1,973.60

Date of valuation if no formal appraisal done: 12/1/21

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

*Terms of the Purchase:* \$3,000.00 monetary compensation and \$2,000.00 worth of barter goods (8 loads of dirt hauled in), total of \$5,000.00 made as consideration.

*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 AND TEMPORARY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that **FREDERICK O. LEWIS** and **AUNDRETTA L. LEWIS**, husband and wife (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:

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE NORTH LINE OF SAID LOT N 83°10'39" W 115.64 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE RUN N 86°15'39" W 22.85 FEET TO THE POINT OF BEGINNING; THENCE RUN S 03° 27' 46" E 4.04 FEET TO A POINT; THENCE RUN S 10°24'46" W 133.10 FEET TO A POINT; THENCE RUN N 86°15'39" W 30.20 FEET TO A POINT; THENCE RUN N 10°24'46" E 132.96 FEET TO A POINT; THENCE RUN N 03° 27' 46" W 4.18 FEET TO A POINT; THENCE RUN S 86°15'39" E

30.24 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 4114 SQ. FT. OR 0.09 ACRES, MORE OR LESS.

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.

AND FURTHER, in addition to the above permanent grant of easement, the GRANTOR, for value received, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE a **TEMPORARY EASEMENT** in, on, over, under, through, across and above the real property described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE NORTH LINE OF SAID LOT N 83°10'39" W 115.64 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE RUN N 86°15'39" W 1.42 FEET TO THE POINT OF BEGINNING; THENCE RUN S 05° 24' 32" W 66.27 FEET TO A POINT; THENCE RUN N 81° 10' 13" W 24.70 FEET TO A POINT; THENCE RUN S 10°24'46" W 72.64 FEET TO A POINT; THENCE RUN N 86°15'39" W 50.34 FEET TO A POINT; THENCE RUN N 10°24'46" E 132.86 FEET TO A POINT; THENCE RUN N 03° 27' 46" W 4.27 FEET TO A POINT; THENCE RUN S 86°15'39" E 70.41 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT ON THE WEST SIDE THEREOF. SAID EASEMENT CONTAINING 2965 SQ. FT. OR 0.07 ACRES, MORE OR LESS.

The above described temporary easement is being conveyed so as to allow the GRANTEE to construct and implement its Eslava Creek Trunk Sewer Upgrades Project, GMC # CMOB190299, as per plans designed by Goodwyn Mills Cawood engineers. The above described temporary easement is for construction purposes only and will be permanently abandoned and will revert to the Grantor upon completion and acceptance of the new water and/or sanitary sewer line(s) by the Board of Water and Sewer Commissioners of the City of Mobile, or forty-eight (48) months from the date hereof, whichever first occurs.

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 17<sup>th</sup> day of October, 2022.

GRANTOR:

Frederick O. Lewis  
Frederick O. Lewis

Aundretta L. Lewis  
Aundretta L. Lewis

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FREDERICK O. LEWIS, whose name is signed to the 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of October, 2022.

Paul Hoan  
NOTARY PUBLIC  
My Commission Expires: 3-3-2026

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STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that AUNDRETTA LEWIS, whose name is signed to the 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 01 day of October, 2022.

Charles K. Kiser  
NOTARY PUBLIC  
My Commission Expires: 3-3-2026

GRANTOR'S ADDRESS:

1262 Bucker Road W.  
Mobile, AL 36605  
251-725-0463

GRANTEE'S ADDRESS:

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

Property Address: KEY # 959163 – 1262 Bucker Road W., Mobile, AL 36605

INSTRUMENT PREPARED BY:

Christopher A. Arledge  
The Atchison Firm, P.C.  
3030 Knollwood Drive  
Mobile, Alabama 36693

PREPARED WITHOUT TITLE EXAMINATION

STATE OF ALABAMA

COUNTY OF MOBILE

ADDENDUM TO EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, (the "Board") and **FREDERICK O. LEWIS and AUNDRETTA L. LEWIS** ("Owner") hereby acknowledge and agree the sole compensation to Owner from the Board for the instant easements granted to the Board by Owner in conjunction with the Board's Eslava Creek Trunk Sewer Upgrades Project, GMC #CMOB190299, shall be as follows, to-wit:

1. The Board cause eight (8) loads of dirt to be brought in by its Contractor during the construction process and spread around in the easement areas when the new pipe is installed. The value of this dirt is estimated to be approximately Two Thousand Dollars (\$2,000.00).

2. The Board will pay on behalf of Owner the sum of Three Thousand Dollars (\$3,000.00) to U.S. Bank Trust National Association, as Trustee of the Igloo Series IV Trust, for said easement, in addition to the other consideration set forth herein. Said funds are to be applied by U.S. Bank Trust National Association, as Trustee of the Igloo Series IV Trust, to the Owner's current balance due on the account, with any remainder going to the unpaid principal balance of the mortgage that entity holds on Owner's property described in the attached easements.

3. In addition to granting the easements, Owner will a) cause any mortgagees, lienholders or judgment creditors to consent to the easements and sign consent forms for same, and b) cause any old vehicles, sheds or other obstructions to be removed from the easement area during construction.

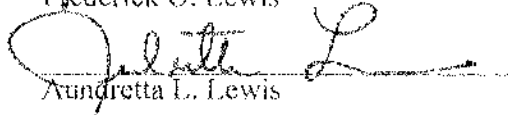
4. The foregoing addendum and the easements document between the Board and Owner of even date herewith, including all documents incorporated therein by reference, if any, constitutes the complete and exclusive agreement between the Board and Owner with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the parties have executed this instrument on this the 20<sup>th</sup> day of October 2022.

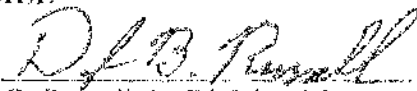
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OWNER:

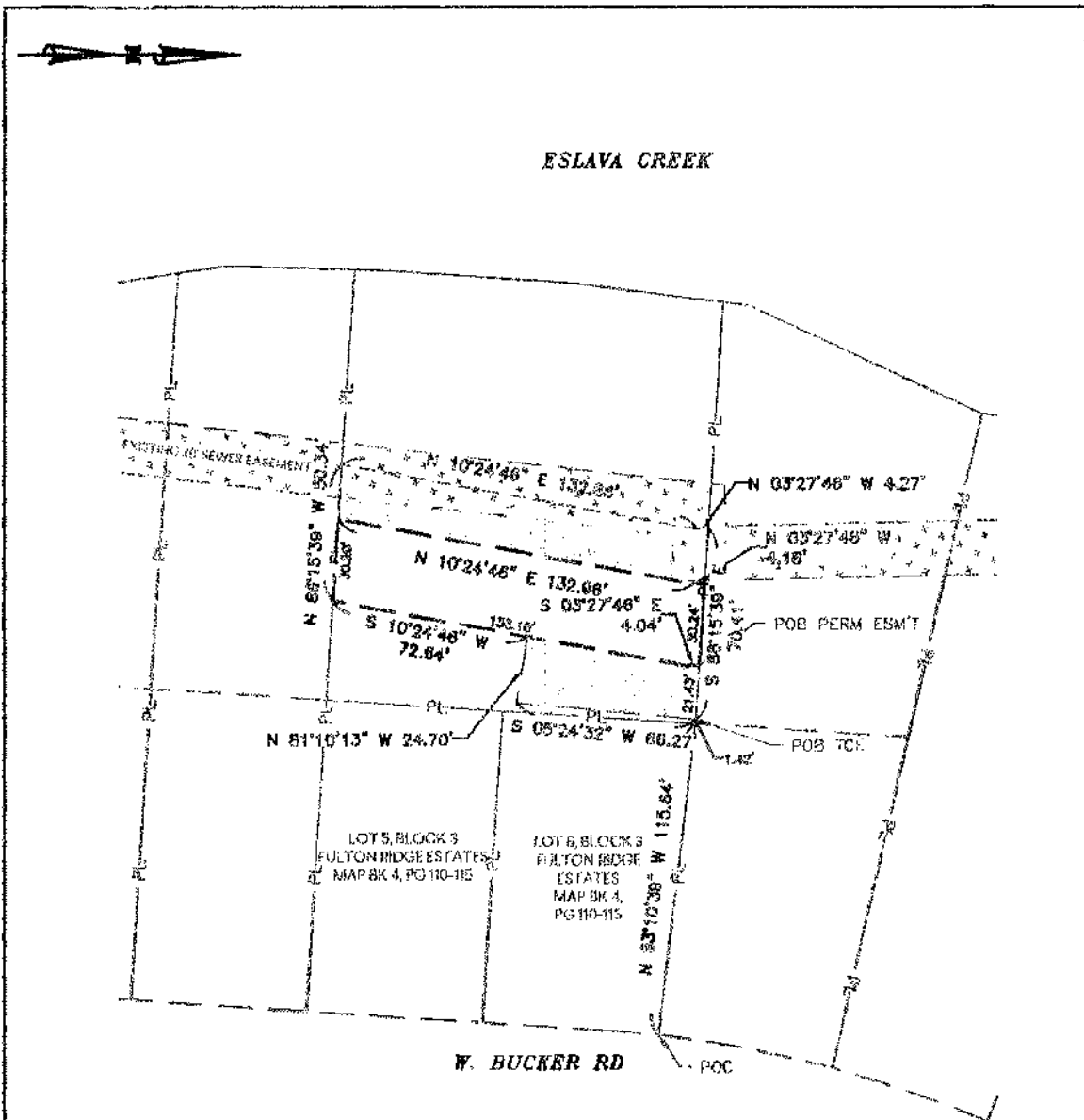
  
Frederick O. Lewis

  
Aundretta L. Lewis

BOARD OF WATER AND SEWER  
COMMISSIONERS OF THE CITY OF  
MOBILE

By:   
Daryl B. Russell, Its Division Director of Planning  
and Market Development





**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE.
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM= EASEMENT
6. PL= PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS:  
 PERMANENT = 5314 SQ.FT. OR 0.02 ACRES.  
 TCE (LESS EXISTING & PERM ESM'T) = 1995 SQ.FT. OR 0.07 ACRES.

PERMANENT SEWER EASEMENT  
 TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
999163	FREDERICK O. LEWIS	1262 W BUCKER RD, MOBILE, AL 36605	1262 W BUCKER RD

CONSENT BY MORTGAGEE

US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE IGLOO SERIES IV TRUST, 7114 E. Stetson Drive, Suite 250, Scottsdale, AZ 85251 ("Lender"), is the holder of a mortgage and/or assignment of rents recorded against the above described property in the public records of Mobile County, Alabama, which secures certain indebtedness (the "Mortgage"). Lender hereby expressly consents to the execution of the foregoing Easement Document (the "Easement") and the recordation thereof against the Property and agrees that such Easement shall remain in full force and effect even if Lender forecloses on its Mortgage or otherwise enforces its rights and remedies under such Mortgage or related loan documents.

IN WITNESS WHEREOF, Lender has caused this consent to be executed this 20<sup>th</sup> day of October, 2022.

LENDER: US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE IGLOO SERIES IV TRUST, BY SN SERVICING CORP., ITS ATTORNEY IN FACT

By:   
Name: ALLISON HOLLAND  
Its: Executive Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, in and for said State and County, do hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE IGLOO SERIES IV TRUST, is signed to the above and foregoing instrument, and who is known to me, \_\_\_\_\_, on this day, that \_\_\_\_\_, being informed of the contents of said instrument, she, as such officer/representative and with full authority, executed the same voluntarily and as the act of said entity on the day the same bears date.

Given under my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

*Please see the attached California notarial certificate. Thank you.*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

) ss.

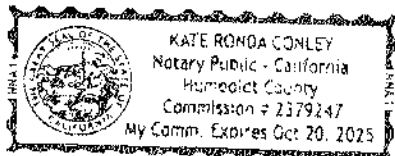
COUNTY OF HUMBOLDT

On OCT 20 2022, before me, KATE RONDA CONLEY, Notary Public, personally appeared AFIRON HOLLANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument voluntarily as their free act and deed..

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]



Kate Conley  
Notary Public KATE RONDA CONLEY  
My Comm. Expires: OCT 20 2025