

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 Nos. 784930 and 2112074

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 similarly situated property

Amount of value if no formal appraisal done: \$26,048.10

Date of valuation if no formal appraisal done: 7/13/21

Contract on the property: See attached, if any.

Terms of the Purchase: \$17,365.40 negotiated amount paid

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **NANAFALIA INVESTMENTS, LLC**, an Alabama limited liability company (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 construction 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 temporary construction easement 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 TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED ON LOTS 1, 2, AND THE EAST 20 FEET OF LOT 3, BLOCK 4 DAUPHIN HEIGHTS, AS PER PLAT RECORDED IN DEED BOOK 97, PAGE 45 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, AS SHOWN ON THE ATTACHED EASEMENT SKETCH. CONTAINS 17,365.40 SQUARE FEET, OR 0.40 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the above described property unto the said GRANTEE, its successors and assigns, for the period or term set forth herein.

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

heirs/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.

The above described temporary easement is being conveyed so as to allow the GRANTEE to construct and implement its Crenshaw Street Lift Station and Force Main Improvements Project, GMC # CMOB190300, 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 aforesaid project by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama or twenty-four (24) months from the date hereof, whichever first occurs. Said time period may be extended upon written request of GRANTEE for an additional one (1) year time period, subject to the terms and conditions of a separate written agreement of the parties.

Any and all lands and/or improvements, excluding trees and shrubs, disturbed in the utilization of the rights hereby granted will be restored to a condition as reasonably close to the same as existed immediately prior to said disturbance as is practicable, all at no direct cost to the GRANTOR.

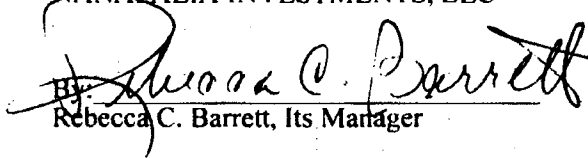
GRANTEE does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment and use of said easement, including the right of necessary and reasonable ingress and egress by the agents, employees and equipment of GRANTEE, its successors and assigns, over and across the above described easement and over and across the real property of GRANTOR to said easement for the purpose of exercising the rights, privileges and easements hereinabove described.

The foregoing easement, including all documents incorporated herein by reference, if any, and any addendum to this easement between the GRANTOR and GRANTEE of even date herewith, constitutes the complete and exclusive agreement between the 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 caused this instrument to be executed by its duly authorized representative on this the 22 day of Nov., 2021.

GRANTOR:

NANAFALIA INVESTMENTS, LLC

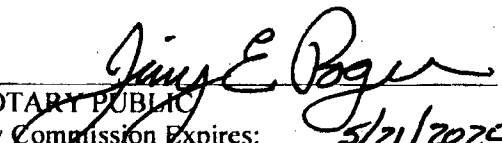

Rebecca C. Barrett, Its Manager

STATE OF ALABAMA

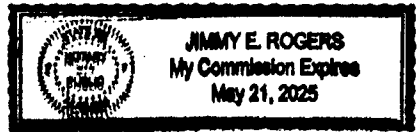
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that REBECCA C. BARRETT, whose name as Manager of Nanafalia Investments, LLC, 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, as such officer/representative and with full authority, executed the same voluntarily for and as the act of said LLC on the day the same bears date.

Given under my hand and official seal this 22nd day of NOVEMBER, 2021.


NOTARY PUBLIC
My Commission Expires: 5/21/2025

GRANTOR'S ADDRESS:
3905 McGregor Ct.
Mobile, AL 36608



GRANTEE'S ADDRESS:

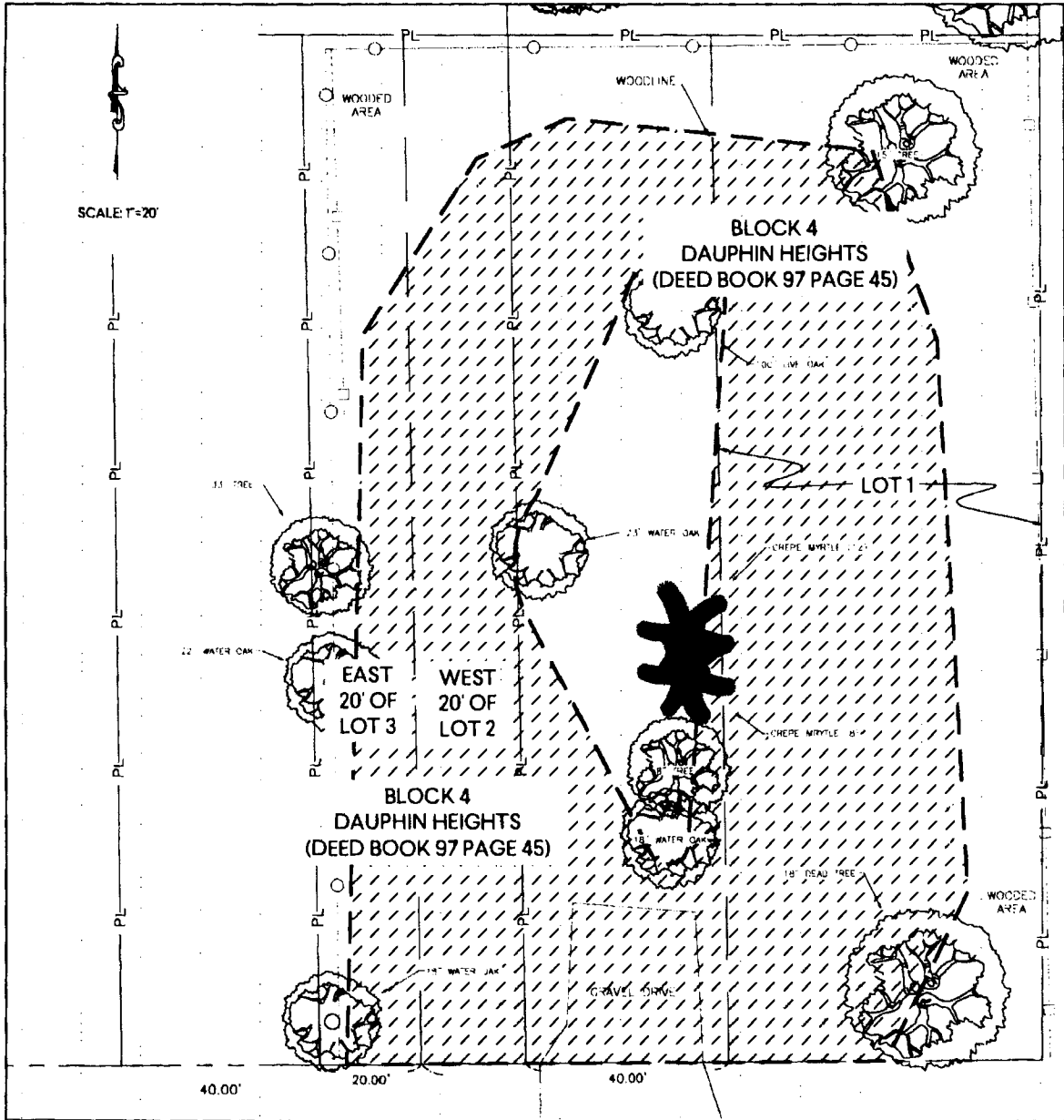
Board of Water & Sewer Commissioners of the City of Mobile
P.O. Box 180249
Mobile AL 36618-0249

Property Address: 2058 Old Shell Road, Mobile, AL 36607, Key Nos. 2112074 and 784930

INSTRUMENT PREPARED BY:

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

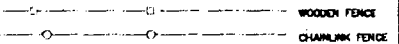
PREPARED WITHOUT TITLE EXAMINATION



OLD SHELL ROAD

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. -PL- = PROPERTY LINE
4. POB= POINT OF BEGINNING
5. POC= POINT OF COMMENCEMENT
6. TCE= TEMPORARY CONSTRUCTION EASEMENT
7. EASEMENT AREAS
TCE = 17,385.40 SQ.FT. OR .40 ACRES.
TEMPORARY CONSTRUCTION EASEMENT
8. FENCE TYPES



PARCEL #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
22907240003003 000 & 22907240003003 001	NANAFALIA INVESTMENTS LLC	805 CHELSEA DR E MOBILE, AL 36608	2058 Old Shell Rd

CREWAW LIFT STATION AND FORCE MAIN IMPROVEMENTS MOBILE, AL.
EASEMENT SKETCH

DATE: 11/19/2021
DRAWN BY: JB

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.480.4008
gmc@twofly.com

