

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. 784967

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: \$15,337.97

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

Contract on the property: See attached, if any.

Terms of the Purchase: \$7,669.00 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 **JOSEPH N. SEARCY and RHONDA D. SEARCY**, 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 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:

COMMENCING FROM THE SOUTHWEST CORNER OF LOT 8, DAUPHIN HEIGHTS, AS PER PLAT RECORDED IN DEED BOOK 97, PAGE 45 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA, SAID CORNER ALSO LYING ON THE EAST RIGHT OF WAY OF UPHAM STREET; THENCE RUN ALONG SAID EAST RIGHT OF WAY NORTH 00°36'22" WEST A DISTANCE OF 37.38 +/- FEET TO THE EDGE OF AN OLD ASPHALT AND GRAVEL DRIVE BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY, RUN NORTH 00°36'22" WEST A DISTANCE OF 18.64 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, RUN NORTH 89°23'38" EAST A DISTANCE OF 77.19 FEET TO THE END OF A WOODEN FENCE; THENCE RUN ALONG SAID FENCE AS FOLLOWS: SOUTH 89°38'16" EAST A DISTANCE OF 63.52 FEET TO A POINT; THENCE RUN NORTH 89°45'19" EAST A DISTANCE OF 61.30 FEET TO THE BEGINNING OF A CHAINLINK

FENCE; THENCE RUN ALONG SAID FENCE SOUTH 89°30'52" EAST A DISTANCE OF 67.49 FEET TO A POINT; THENCE LEAVING SAID FENCE RUN SOUTH 37°57'30" EAST A DISTANCE OF 43.46 FEET TO A POINT; THENCE RUN SOUTH 41°53'52" WEST A DISTANCE OF 29.67 FEET TO A POINT; THENCE RUN NORTH 89°58'46" WEST A DISTANCE OF 117.59 FEET TO A POINT; THENCE RUN NORTH 00°06'38" EAST A DISTANCE OF 24.86 FEET TO A POINT; THENCE RUN NORTH 58°22'42" WEST A DISTANCE OF 20.95 FEET TO A POINT; THENCE RUN NORTH 80°52'56" WEST A DISTANCE OF 27.15 FEET TO A POINT; THENCE RUN SOUTH 85°51'25" WEST A DISTANCE OF 51.56 FEET TO A POINT; THENCE RUN NORTH 88°45'28" WEST A DISTANCE OF 22.19 FEET TO A POINT; THENCE RUN NORTH 85°23'46" WEST A DISTANCE OF 24.42 FEET TO A POINT; THENCE RUN SOUTH 85°23'00" WEST A DISTANCE OF 16.13 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED EASEMENT CONTAINING 0.23 ACRES (10,225.31 SQUARE FEET), 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 thirty-six (36) months from the date hereof, whichever first occurs.

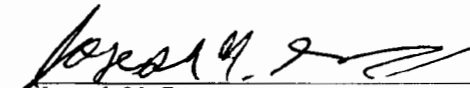
Any and all lands and/or improvements, excluding trees and shrubs, disturbed in the utilization of the rights hereby granted will be restored to a condition as reasonably close to the same as existed immediately prior to said disturbance as is practicable, all at no direct cost to the GRANTOR.

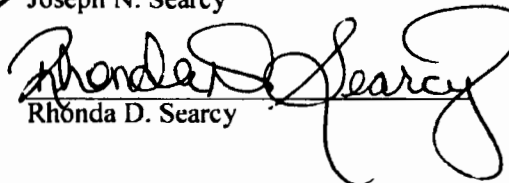
GRANTEE does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment and use of said easement, including the right of necessary and reasonable ingress and egress by the agents, employees and equipment of GRANTEE, its successors and assigns, over and across the above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

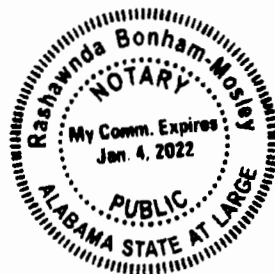
The foregoing easement, including all documents incorporated herein by reference, if any, and any addendum to this easement between the GRANTOR and GRANTEE of even date herewith, constitutes the complete and exclusive agreement between the GRANTOR and GRANTEE with respect to the subject matter hereof, 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 executed this instrument on this the 18 day of Nov., 2021.

GRANTOR:


Joseph N. Searcy



Rhonda D. Searcy



STATE OF ALABAMA

COUNTY OF MOBILE

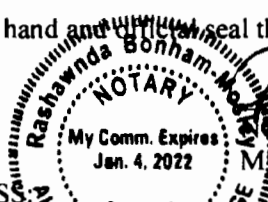
I, the undersigned Notary Public, in and for said State and County, do hereby certify that JOSEPH N. SEARCY, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of November, 2021

Rashawnda B. Moseley
 NOTARY PUBLIC
 My Commission Expires: 1/4/22

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that RHONDA D. SEARCY, 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 18th day of November, 2021

Rashawnda B. Moseley
 NOTARY PUBLIC
 My Commission Expires: 1/4/22

GRANTOR'S ADDRESS:
2064 Old Shell Road
Mobile, AL 36607

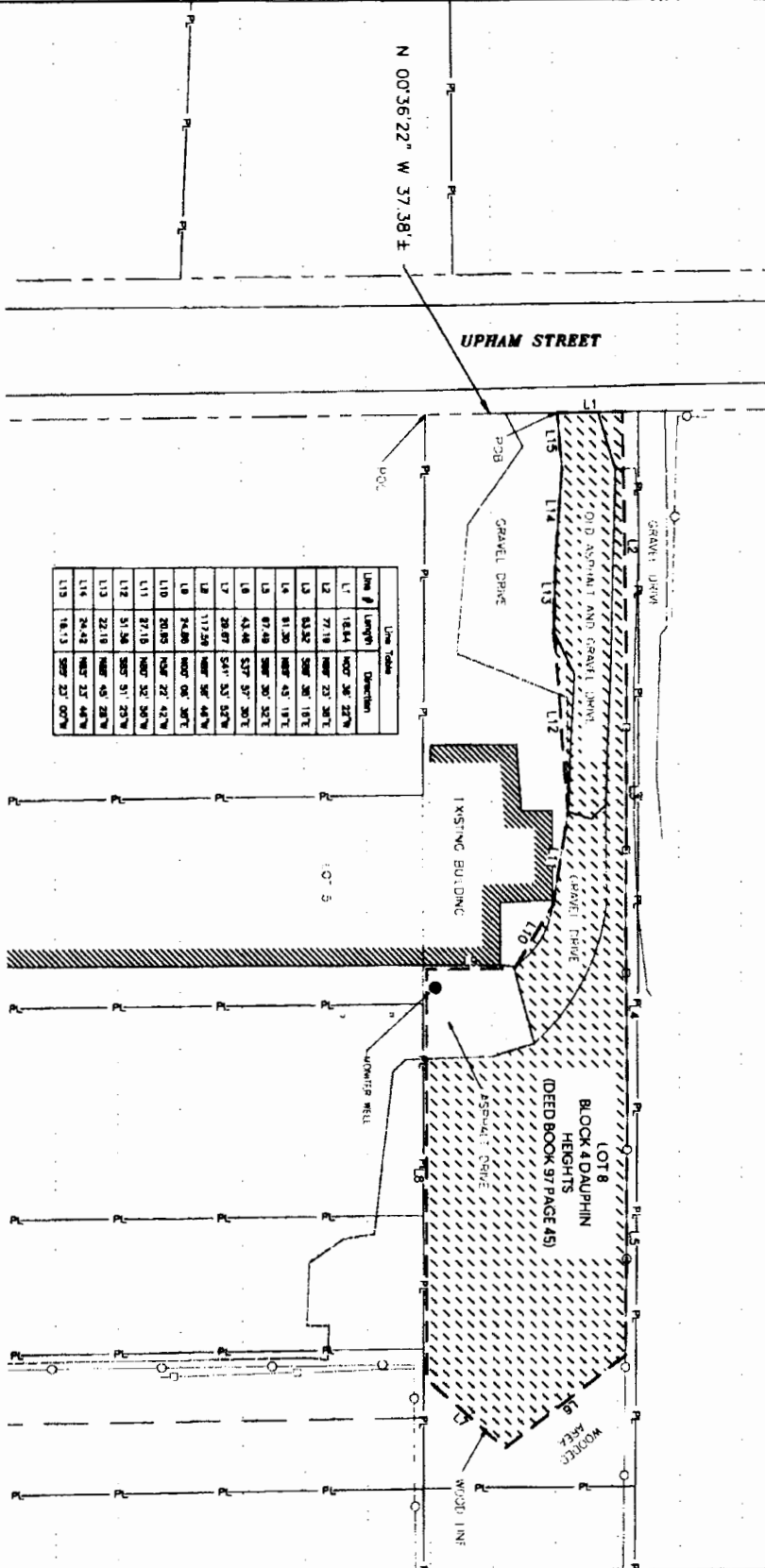
GRANTEE'S ADDRESS:
Board of Water & Sewer Commissioners of the City of Mobile
P.O. Box 180249
Mobile AL 36618-0249

Property Address: 2064 Old Shell Road, Mobile, AL 36607, Key No. 784967

INSTRUMENT PREPARED BY:
Christopher A. Arledge
The Atchison Firm, P.C.
3030 Knollwood Drive
Mobile, Alabama 36693
PREPARED WITHOUT TITLE EXAMINATION

PARCEL #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
229072400330 07 000	SEARCY JOSEPH N & RHONDAD	2064 OLD SHELL RD MOBILE, AL 36607	2064 Old Shell Rd

Line #	Length	Direction
L1	16.84	N00°36'22"W
L2	77.19	N00°23'30"E
L3	83.32	S00°30'18"E
L4	81.30	N00°43'18"E
L5	87.48	S00°30'32"E
L6	43.48	S37°37'30"E
L7	29.87	S41°33'55"W
L8	117.29	N00°36'44"W
L9	74.88	N00°08'30"E
L10	20.95	N00°22'42"W
L11	27.19	N00°32'30"W
L12	31.38	S05°31'23"W
L13	22.19	N00°43'28"W
L14	24.42	N00°32'44"W
L15	18.13	S05°23'00"W



- GENERAL NOTES:**
1. THE NUMBER OF THIS SHEET IS TO ACCOMPANY A LEGAL DESCRIPTION.
 2. DATA/PRODUCTION: HORIZONTAL DATE: NOV 2011, STATE PLANS COMPARATIVE ALABAMA WEST ZONE.
 3. -P- = PROPERTY LINE
 4. POB- POINT OF BEGINNING
 5. POC- POINT OF COMMENCEMENT
 6. TC- TEMPORARY CONSTRUCTION EASEMENT
 7. EASEMENT AREAS
- TC = 10.220' SO. FT. OR 23 MOEIS.
 TC = TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1"=30'

CREWAW LEFT STATION
AND FORCE MAIN IMPROVEMENTS
MOBILE, AL

EASEMENT SKETCH

GMC ENGINEERING
10/19/2021
DRAWN BY: JES

11 North Water Street, Suite 10250
Mobile, AL 36602
P 251.460.4006
GMCENGINEERS.COM

