

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. 786929
Identification of the appraiser, if any: M.D. Bell Co.
Date of the appraisal, if any: 7/13/21
Appraised value of the property: \$3,975
Source of value if no formal appraisal done: N/A
Amount of value if no formal appraisal done: N/A
Date of valuation if no formal appraisal done: N/A

Contract on the property: See attached, if any.

Terms of the Purchase: \$3,975 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

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **JOSEPH CAESAR SPICCIANI and JANE ELIZABETH SPICCIANI**, husband and wife (hereinafter referred to as GRANTORS), 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 GRANTORS 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 GRANTORS, and for the further consideration of the general benefit which will accrue to the public and the benefit which may accrue to the GRANTORS by reason of the utility improvements hereinafter referred to, do hereby, subject to the terms hereinafter contained, GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, its successors or 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:

THE NORTH 15 FEET OF LOT 4, DUBROCA TRACT, AS SHOWN ON PLAT RECORDED IN DEED BOOK 141, PAGE 39 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING THE INTERSECTION OF THE EAST RIGHT OF WAY OF MOHAWK STREET AND THE SOUTH RIGHT OF WAY OF DAUPHIN STREET; THENCE RUN SOUTH 80°41'15" EAST ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 52.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE LEAVING SAID SOUTH RIGHT OF WAY, RUN SOUTH 00°20'12" EAST ALONG THE EAST LINE OF SAID LOT

4 A DISTANCE OF 15.22 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, RUN NORTH 80°41'15" WEST A DISTANCE OF 52.96 FEET TO A POINT ON THE WEST RIGHT OF WAY OF MOHAWK STREET; THENCE RUN NORTH 00°26'34" WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 15.22 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED EASEMENT CONTAINING 0.02 ACRES (794.66 SQUARE FEET), 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 GRANTORS, for themselves, their heirs and assigns, do hereby covenant with the GRANTEE, its successors and assigns, that the GRANTORS are seized of an indefeasible estate in fee simple in said property, and that the GRANTORS do 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 easements, 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 and over and across the real property of GRANTORS to said permanent easement 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.

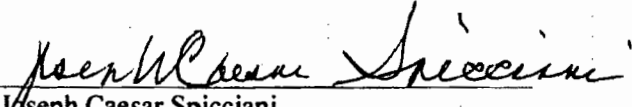
Except as otherwise set forth herein, any and all lands and/or improvements, excluding trees and shrubs, disturbed in the utilization of the rights hereby granted will be restored to a condition substantially the same as existed immediately prior to said disturbance, all at no direct cost to the GRANTORS.

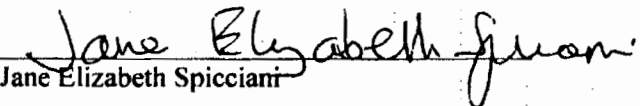
GRANTORS reserve the right to pave, build drives and parking areas over, and to use and enjoy the surface of said easement provided that GRANTORS, their heirs and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.

The foregoing easement, including all documents incorporated herein by reference, if any, and any addendum to this easement between GRANTORS and GRANTEE of even date herewith, constitutes the complete and exclusive agreement between GRANTORS 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 GRANTORS have executed this instrument on this the 31 day of August, 2021.

GRANTORS:


Joseph Caesar Spicciati

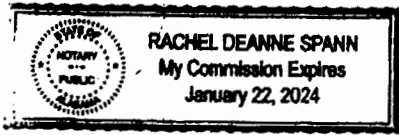

Jane Elizabeth Spicciati

STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned Notary Public, in and for said State and County, do hereby certify that JOSEPH CAESAR SPICCIANI, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 31 day of August, 2021.



Rachel Deanne Spann
NOTARY PUBLIC
My Commission Expires: January 22, 2024

STATE OF ALABAMA

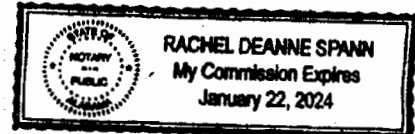
COUNTY OF Mobile

I, the undersigned Notary Public, in and for said State and County, do hereby certify that JANE ELIZABETH SPICCIANI, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 31 day of August, 2021.

My Commission Expires: January 22, 2024

Rachel Deanne Spann
NOTARY PUBLIC



GRANTOR'S ADDRESS:
180 Rolling Hill Drive
Daphne, AL 36526

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

Property Address: 2073 Dauphin St., Mobile, AL 36606, Key No. 786929

INSTRUMENT PREPARED BY:

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

PREPARED WITHOUT TITLE EXAMINATION

CONSENT BY MORTGAGEE

ARMY AVIATION FEDERAL CREDIT UNION, a Federal credit union ("Lender"), is the holder of a mortgage 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 Permanent Easement (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 10 day of November, 2021.

LENDER:

ARMY AVIATION FEDERAL CREDIT UNION

By: [Signature]
Name: Robin S. Armstrong
Its: Mortgage manager

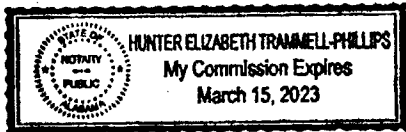
STATE OF Alabama

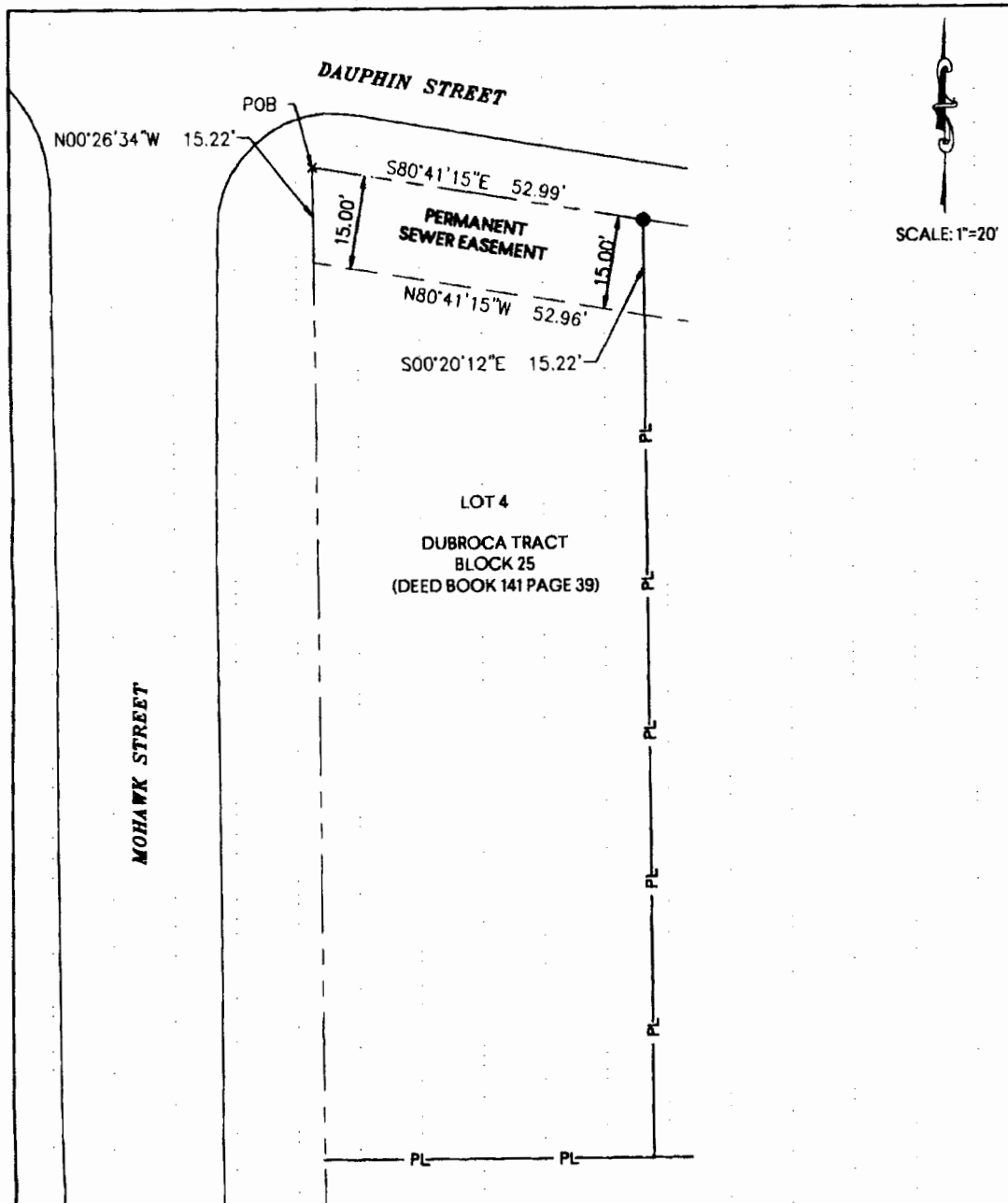
COUNTY OF Houston

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Robin Armstrong whose name as Mortgage manager of ARMY AVIATION FEDERAL CREDIT UNION, 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 of office on this the 10 day of November, 2021.

[Signature]
NOTARY PUBLIC
My Commission Expires: 15 March 2023





SCALE: 1"=20'

PARCEL #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
229072400032 11.000	SPICCIANI JOSEPH CAESAR & JANE ELIZABETH SPICCIANI	180 ROLLING HILL DR DAPHNE, AL 36526	2073 DAUPHIN ST.

- 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. EASEMENT AREAS
PERMANENT = 704.86 SQ.FT. OR 0.02 ACRES±.
PERMANENT SEWER EASEMENT

CRENSHAW STREET LIFT STATION
AND FORCE MAIN IMPROVEMENTS
MOBILE, AL

SCALE: 1"=20'
EASEMENT SKETCH

GMC # CMG899300
5/28/2021
DRAWN BY: JBB

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GMC