

**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: \_\_\_\_\_

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:*** \_\_\_\_\_

***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.

## MEMORANDUM

**DATE:** August 28, 2024

**TO:** Daryl Russell, P.E.  
Director of Planning & Marketing Development



**FROM:**   
Bratton McGregor  
Construction Inspector

**RE:** **Maryvale Place Apartments**  
**Water Meters & Easements Only**

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Attached are the Permanent Easements for Water Meters and Access documents for the Board's information purposes only for the subject project. There are 97 meters and 1 irrigation meter within the project.

Attachments

Cc: File  
Reading File

STATE OF ALABAMA

COUNTY OF MOBILE

**PERMANENT EASEMENTS FOR WATER METERS AND ACCESS**

KNOW ALL MEN BY THESE PRESENTS, that MARYVALE PLACE, LTD., an Alabama limited partnership (hereinafter collectively referred to as GRANTOR), 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 or assigns, rights and exclusive permanent easements for construction, installation, operation, inspection, maintenance, replacement and removal of water meters in, on, under, through, over and across certain parcels of real property, lying and being in the County of Mobile, State of Alabama, which parcels are more particularly described as follows:

A two (2) foot by two (2) foot square area of land for each separate water meter now located on the hereinafter described lands, each such square being centered on each of those separate currently existing water meters as shown on the Maryvale Place Utility Plan prepared by JADE Consulting, LLC, and dated October 2022, a copy of which is attached hereto and fully incorporated herein by reference, and a ten (10) foot by ten (10) foot square area of land for the main water meter now located on the hereinafter described lands, said meter being centered as shown on the Maryvale Place Utility Plan prepared by JADE Consulting, LLC, and dated October 2022, a copy of which is attached hereto and fully incorporated by reference, said meters and squares being located on the following described lands, to-wit:

Lot 1, Maryvale Place Subdivision according to the plat thereof recorded in Instrument Number 2022028493 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

FOR THE SAME CONSIDERATION, GRANTOR does hereby, subject to the terms hereinafter contained, GRANT, BARGAIN, SELL and CONVEY unto the GRANTEE, its successors and assigns, a permanent non-exclusive easement for ingress and egress over, on, upon, under, through and across certain parcels of real property, lying and being in the County of Mobile, State of Alabama, more particularly described as follows, to-wit:

Those existing driveways and parking areas as shown on the Maryvale Place Utility Plan prepared by JADE Consulting, LLC, and dated October 2022, a copy of which is attached hereto and fully incorporated herein by reference, together with the right of ingress and egress from said driveways and parking areas to and from the above-described water meter easements, said driveways and parking areas being located on the following described lands, to-wit:

Lot 1, Maryvale Place Subdivision according to the plat thereof recorded in Instrument Number 2022028493 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

TO HAVE AND TO HOLD the above-described easements 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 easements 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 road improvements, water meters, and water meter boxes and other above-ground and below-ground improvements and appurtenances thereto 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 easements and over and across the real property of GRANTOR to said permanent easements 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.

The GRANTOR reserves the right to use and enjoy the surface of the aforesaid ingress and egress easements, including but not limited to, the right to convey to other parties the right to use the above described ingress and egress easement along with the GRANTEE herein, provided that the GRANTOR, its successors and assigns, shall not excavate, construct or permit to be constructed on or over the above described ingress and egress easement and water meter easements any obstruction that may interfere with the rights hereby granted. It is understood that the GRANTEE shall have the right to assign and convey these easements, this grant not being a personal easement.

It is further understood and agreed by the GRANTOR that, except for the above-described water meters which shall be and remain the property of GRANTEE, all other water and sanitary sewer facilities, pipes, lines, equipment and appurtenances thereto located on GRANTOR's above-

described lands shall be and remain the property of GRANTOR, and GRANTOR shall be and remain solely responsible for the maintenance and repair of such water and sanitary sewer facilities.

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 hereunto caused this instrument to be executed by its duly authorized representative on this the 15<sup>th</sup> day of July, 2024.

GRANTOR:

MARYVALE PLACE, LTD.,  
an Alabama limited partnership

Wesley

By: Winton E Yerby III

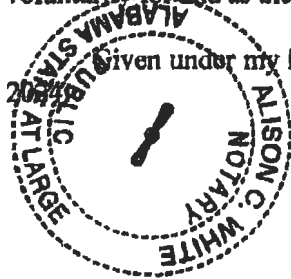
Its: Manager

[NOTARIZATION FOLLOWS ON NEXT PAGE]

STATE OF ALABAMA

COUNTY OF Tuscaloosa

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Winton E Herby III, whose name as Manager of Maryvale Place, Ltd., an Alabama limited partnership, 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 Limited Partnership on the day the same bears date.



Given under my hand and official seal of office on this the 15<sup>th</sup> day of July

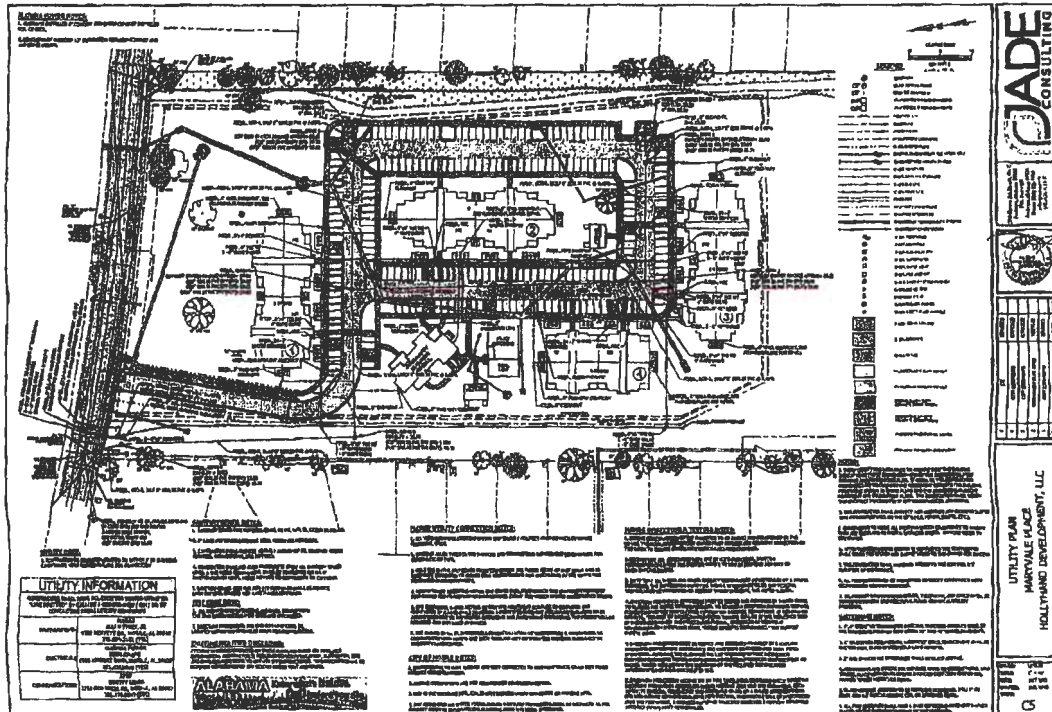
Alison C White  
NOTARY PUBLIC  
My Commission Expires: 9-26-26

GRANTOR'S ADDRESS:  
Maryvale Place, Ltd.  
527 Main Avenue, Suite A  
Northport, AL 35476

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



For Construction



## McGregor, Thomas B.

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**From:** Dionne, Cissy  
**Sent:** Friday, August 16, 2024 8:44 AM  
**To:** McGregor, Thomas B.  
**Subject:** RE: Maryvale Place Apartments - easement final version  
**Attachments:** 2024046260.pdf

Yes, it was received and recorded. See attached.

Thanks,  
Cissy

**From:** McGregor, Thomas B. <TMCGREGOR@mawss.com>  
**Sent:** Friday, August 16, 2024 8:38 AM  
**To:** Dionne, Cissy <ALDIONNE@mawss.com>  
**Subject:** FW: Maryvale Place Apartments - easement final version

Can you confirm that you received this?

Thanks  
Bratton

**From:** Alison White <[alison@hollyhand.com](mailto:alison@hollyhand.com)>  
**Sent:** Monday, July 15, 2024 9:25 AM  
**To:** Dionne, Cissy <[ALDIONNE@mawss.com](mailto:ALDIONNE@mawss.com)>; Winton Yerby <[wyerby@hollyhand.com](mailto:wyerby@hollyhand.com)>; Michael Linder <[Michael.Linder@atchisonlaw.com](mailto:Michael.Linder@atchisonlaw.com)>; Mike Lancaster <[mike@hollyhand.com](mailto:mike@hollyhand.com)>; Lee Rambo <[irambo@jadengineers.com](mailto:irambo@jadengineers.com)>; Tyree Jr., Allen H. <[ATYREE@mawss.com](mailto:ATYREE@mawss.com)>  
**Cc:** McGregor, Thomas B. <[TMCGREGOR@mawss.com](mailto:TMCGREGOR@mawss.com)>; Russell, Daryl B. <[DRussell@mawss.com](mailto:DRussell@mawss.com)>  
**Subject:** RE: Maryvale Place Apartments - easement final version

See attached pdf of the easement. The original will be sent out today.

Best,



**Alison White**  
Hollyhand Development, LLC  
Doug Hollyhand Realty, Inc

**Phone:** 205-345-0955  
**Mobile:** 205-826-1658  
**Web:** [www.hollyhand.com](http://www.hollyhand.com)  
527-A Main Avenue  
Northport AL 35476

**From:** Dionne, Cissy <[ALDIONNE@mawss.com](mailto:ALDIONNE@mawss.com)>  
**Sent:** Friday, July 12, 2024 7:36 AM  
**To:** Winton Yerby <[wyerby@hollyhand.com](mailto:wyerby@hollyhand.com)>; Michael Linder <[Michael.Linder@atchisonlaw.com](mailto:Michael.Linder@atchisonlaw.com)>; Mike Lancaster <[mike@hollyhand.com](mailto:mike@hollyhand.com)>; Lee Rambo <[irambo@jadengineers.com](mailto:irambo@jadengineers.com)>; Tyree Jr., Allen H. <[ATYREE@mawss.com](mailto:ATYREE@mawss.com)>