

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 3

DATE: FEBRUARY 19, 2018

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the NE ¼ of SW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 3 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the northwest corner of Lot 20, Pinebrook Subdivision, as recorded in Map Book 11, Page 185 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°39'53" E and along the north property line of said Lot 20 a distance of 260.60 feet to the acquired TCE line, which is the point of Beginning;

thence N 89°39'53" E and along the north property line of said Lot 20 a distance of 19.40 feet to a point on the present west R/W line of McGregor Avenue (variable R/W);

thence S 00°50'12" W and along said present R/W line a distance of 51.43 feet to a point on the acquired TCE line;

thence S 85°33'44" W and along said acquired TCE line a distance of 16.30 feet to a point on said acquired TCE line (said point offset 50' LT and perpendicular to project centerline at station 25+65);

thence following the curvature thereof an arc distance of 52.64 feet and along said acquired TCE line to the point of BEGINNING (said arc having a chord bearing of N 02°36'35" W, a clockwise direction, a chord distance of 52.63 feet, and a radius of 825.00 feet);

The described parcel contains 0.02 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor’s adjoining property at any time during construction period of project for purpose of moving grantor’s buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title _____

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.