

**TOWN OF DAUPHIN ISLAND, ALABAMA**

**DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY**  
**PURSUANT TO ALABAMA CODE § 9-15-100**

***Appraisal Information Done on the Property:***

Was formal appraisal obtained? Check one:  Yes  No

Property Identification from appraisal or otherwise: See attached Exhibit 1

Identification of the appraiser, if any: Premier Appraisals

Date of the appraisal, if any: October 2, 2024

Appraised value of the property: \$123,000

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 Exhibit 2

***Terms of the Purchase:*** See attached Exhibit 2 – Purchase Price \$2,500.00

***Source of Funds for the Purchase:*** Town of Dauphin Island General Fund

***Any Other Related Materials:*** PSA and Deed attached

\* 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 City's website.

STATE OF ALABAMA  
COUNTY OF MOBILE

**REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made by and between **University of South Alabama**, a public body corporate ("Seller") and the **Town of Dauphin Island**, an Alabama municipality ("Purchaser").

**1.0 Agreement.** Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller upon the terms, provisions and conditions expressed herein, that certain real property owned by Seller described and depicted on Exhibit "A" (which is attached hereto and made a part hereof and constitutes the "Property").

1.1 Seller and Purchaser acknowledge that all or part of the Property is submerged as of the date hereof, and that a marine breakwater and groin will be constructed on the Property by Purchaser as part of the Aloe Bay Living Shoreline Project and pursuant to that certain License and Access Agreement between Seller and Purchaser dated July 17, 2024 ("License Agreement"). Purchaser agrees that the conveyance contemplated herein is made strictly subject to the terms of said License Agreement and Purchaser assumes any and all of the obligations of Seller thereunder with respect to the Property.

1.2 Upon completion of the improvements to the marine breakwater and groin as contemplated by the License Agreement, the parties shall cause Rowe Engineering and Surveying to prepare an "as built" survey thereof. Upon completion of such "as built" survey by Rowe Engineering & Surveying, Seller and Purchaser agree to correct the Quitclaim Deed anticipated under this Agreement in the event the "as built" survey reflects a discrepancy with the legal description in Exhibit "A" attached hereto. Purchaser shall pay all costs associated with any such Correction Deed, including without limitation, survey, deed preparation and recording costs.

**2.0 Consideration.** As consideration for the sale of the Property, Purchaser shall pay to Seller the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars in cash at Closing as hereinafter defined

**3.0 Closing.**

3.1 The "Closing" of the transaction contemplated hereby shall occur within thirty (30) days of the execution of this Agreement, or some other time as mutually agreed between the parties.

3.2 The Closing shall occur at such location as may be agreed to in writing by Purchaser and Seller. At Closing, Seller shall convey the Property to Purchaser by Quitclaim Deed in the form attached hereto as Exhibit "B", and shall surrender possession of the Property at Closing.

**4.0 Title Insurance and Survey.** No title insurance is required as part of the transaction contemplated by this Agreement. Purchaser shall pay the cost of the "as built" survey referred to in Paragraph 1.2 above.

**5.0 Condition of the Property.** As a material and integral part of the consideration for this Agreement, Purchaser acknowledges that the Property is sold "AS IS, WHERE IS" and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law) guaranty or representation, oral or written, concerning the nature and physical condition of the Property, including

the suitability thereof for any particular purpose; and (ii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Purchaser further waives and releases Seller from any and all claims or causes of action to which Purchaser may have or hereafter may be otherwise entitled, based on vices or defects in the Property, and Purchaser further assumes the risk of any such vices and defects in the physical condition of the Property, whether those vices or defects are latent or not discoverable upon simple inspection.

Purchaser further waives and releases Seller from any and all claims, demands, causes of action, liens, losses, damages, liabilities, costs and expenses of any and every kind of character, known or unknown, fixed or contingent, under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 et seq.; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment as they now exist or may subsequently be modified, supplemented or amended.

**6.0 Ad Valorem Taxes.** All city, state and county ad valorem taxes on the Property are exempt for the calendar year 2025.

**7.0 Costs and Fees.** Seller shall be responsible for the cost associated with preparation of the deed. Purchaser shall be responsible for all other costs associated with the consummation of the transaction contemplated hereby, including without limitation, closing fee and recording fees. Each party shall be responsible for its own attorney's fees.

**8.0 Notices.** All notices or requests required or authorized hereunder shall be in writing and shall be delivered or mailed to the respective parties hereto as follows (unless notified in writing to the contrary of a change in such address):

Seller:  
University of South Alabama  
Attn: Harry Brislin, IV  
775 N. University Blvd., Suite 150  
Mobile, Alabama 36608  
[hbrislin@southalabama.edu](mailto:hbrislin@southalabama.edu)

Purchaser:  
Town of Dauphin Island  
Attn: Mayor  
1011 Bienville Blvd.  
Dauphin Island, Alabama 36528

The effective date of any such notice served by recognized overnight carrier or U.S. mail shall be the date of deposit therewith. If the last day on which to give such notice falls on a Saturday, Sunday or holiday, then such notice may be given in the above manner on the next succeeding business day.

**9.0 Brokerage Commission.** Purchaser and Seller agree and acknowledge that no real estate brokerage commissions are payable as a result of the transaction. To the extent allowed by law, Purchaser and Seller agree to indemnify and hold harmless the other from and against any claim, cost,

charge, and/or demand for a brokerage commission and/or fee relating to and/or stemming from the transaction by any person or entity for a commission who claims to have dealt by, through, or under the indemnifying party. This indemnity and hold harmless provision includes any costs, fees, damages, and/or disbursements which the indemnified party may incur, including, but not limited to, reasonable attorneys' fees.

**10.0 Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, successors and assigns.

**11.0 Survival.** Each and every provision of this Agreement shall survive the Closing and shall not be merged, nullified or otherwise affected by such Closing.

**12.0 Time of the Essence.** Time is of the essence as to all matters covered in this Agreement.

**13.0 Assignment.** This Agreement shall not be assigned by Seller or Purchaser without the prior written consent of the other.

**14.0 Entire Agreement.** This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other conditions, covenants or agreements which shall be binding between the parties. This Agreement may not be modified or amended unless such amendment is set forth in a writing that is signed by each of the parties hereto.

**15.0 Governing Law.** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Alabama. Seller recognizes that the Alabama Board of Adjustment ("ABA") has jurisdiction over certain claims which may arise out of this Agreement. Claims which are not within the purview of the ABA will be brought in the applicable court of competent jurisdiction in Mobile County, Alabama.

**16.0 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same Agreement.

**17.0 Calendar Days.** Unless otherwise expressly designated, all references to "days" herein shall mean calendar days. In the event any date described in this Agreement relative to the performance of actions hereunder by Purchaser or Sellers falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter.

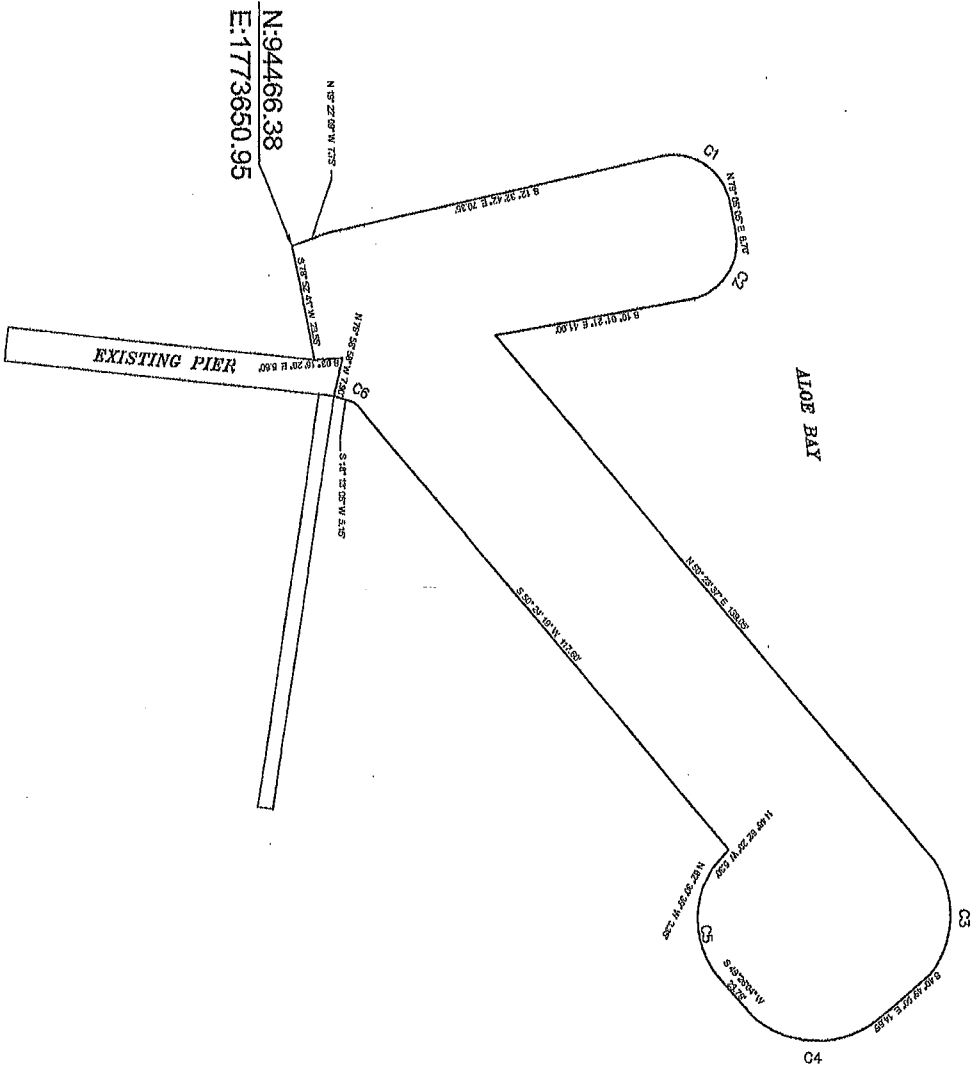
**18.0 Effective Date.** This Agreement shall be effective only if executed and delivered by all parties hereto on or before the 6th day of February, 2025 (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officer or agent as of the day and year first above written.

SELLER:  
UNIVERSITY OF SOUTH ALABAMA  
By: *Travis Colquhoun*  
Its: Contract Officer  
Date: 2/6/2025

PURCHASER:  
TOWN OF DAUPHIN ISLAND  
By: *[Signature]*  
Its: Mayor  
Date: 2-6-2025

Exhibit "A"



CHORD	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	87°49'43"	18.68'	28.63'	25.91'	S 32°09'43" W
C2	85°39'13"	18.5'	27.66'	25.15'	S 58°05'18" E
C3	72°39'57"	31.2'	39.57'	36.97'	S 87°37'48" E
C4	76°51'48"	31.18'	42.91'	39.6'	S 87°15'04" W
C5	57°29'26"	30.15'	29.25'	29.25'	S 85°27'56" W
C6	41°34'11"	4.89'	5.4'	5.4'	S 29°57'13" W

DATE: 02/20/14  
 DRAWN BY: J. B. ROBERTS  
 CHECKED BY: J. B. ROBERTS

NOTES:

- 1) Type of Survey: Sketch to accompany Legal Description
- 2) Bearing Basis: Referenced to Alabama State Plane Coordinate System West Zone (101) NAD 83(2011) established by RIK GPS utilizing ALDOT Net as a continuously operating reference station.

LEGAL DESCRIPTION  
 STATE OF ALABAMA  
 COUNTY OF MOBILE

Beginning at Alabama West NAD 83 State Plane Coordinates of North 94465.38 and East 1773650.95, thence along State Plane bearings as follows: North 19°-22'-08" West, 7.75 feet; North 12°-32'-42" West, 70.55 feet; to the PC of a 18.68 foot radius curve to the right, then North 87°-37'-48" East, a distance of 28.63 feet; thence North 79°-05'-09" East, 6.70 feet to the PC of a 18.50 foot radius curve to the right, thence South 87°-05'-18" East, 25.15 feet; along the arc of said curve (chord bears South 88°-05'-18" East, 25.15 feet); a distance of 27.66 feet; thence South 10°-01'-27" East, 41.50 feet; thence to the PC of a 31.18 foot radius curve to the right, thence South 87°-15'-04" West, 39.6 feet; thence South 85°-27'-56" West, 29.25 feet; thence South 29°-57'-13" West, 5.4 feet; to the PC of a 30.15 foot radius curve to the right, thence South 87°-37'-48" East, 36.97 feet; thence South 58°-05'-18" East, 25.15 feet; to the PC of a 18.50 foot radius curve to the right, thence South 87°-37'-48" East, 25.15 feet; to the PC of a 18.68 foot radius curve to the right, thence North 12°-32'-42" West, 70.55 feet; to the PC of a 19°-22'-08" West, 7.75 feet; to the point of beginning.

**MARINA BREAKWATER EASEMENT**

**ROWE**  
 ENGINEERING & SURVEYING  
 CONSULTING ENGINEERS

5002 LAURENCE DR. • SUITE 3 • MOBILE, AL 36688  
 PHONE: 251-668-2988 • FAX: 251-668-1640

PROJECT NO.	DATE	SCALE	SHEET NO.
MOBILE COUNTY - MOBILE	02/20/14	AS SHOWN	1 OF 1

EXHIBIT "B"

STATE OF ALABAMA

COUNTY OF MOBILE

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS that **UNIVERSITY OF SOUTH ALABAMA**, a public body corporate ("Grantor"), for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to have been paid to the said Grantor by the **TOWN OF DAUPHIN ISLAND**, an Alabama municipality ("Grantee"), does hereby REMISE RELEASE, QUITCLAIM and CONVEY unto the said Grantee, and its successors and assigns forever, the following described real property, situated in Mobile County, State of Alabama:

See Exhibit A which is attached hereto and made a part hereof.

EXCEPTING THEREFROM all oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, the Grantor herein expressly reserving such oil, gas and other minerals not previously reserved by or conveyed to others.

The Property address is: Unimproved / Part of Tax Parcel #52-01-00-0-012-003  
Key #1382792

THIS CONVEYANCE is made subject to the current and subsequent years' Ad Valorem taxes and assessments; all matters of record pertaining to the Property, including without limitation, rights-of-way, easements, and rights to the use of the waters in, on, and over the Property; and the Aloe Bay Living Shoreline Project License and Access Agreement between Grantor and Grantee dated July 17, 2024.

TOGETHER WITH all and singular the rights, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto said Grantee, and its successors and assigns forever.

**WAIVERS OF CONDITION WARRANTIES**

As a material and integral part of the consideration for this deed, Grantee acknowledges that the Property is sold "**AS IS, WHERE IS**" and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law) guaranty or representation, oral or written, concerning the nature and physical condition of the Property, including the suitability thereof for any particular purpose; and (ii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Grantee waives and releases Grantor from any and all claims or causes of action to which Grantee may have or hereafter may be otherwise entitled, based on vices or defects in the Property, and Grantee further assumes

the risk of any such vices and defects in the physical condition of the Property, whether those vices or defects are latent or not discoverable upon simple inspection.

Grantee further waives and releases Grantor from any and all claims, demands, causes of action, liens, losses, damages, liabilities, costs and expenses of any and every kind of character, known or unknown, fixed or contingent, under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 et seq.; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment as they now exist or may subsequently be modified, supplemented or amended.

IN WITNESS WHEREOF, Grantor has executed this deed the \_\_\_\_ day of \_\_\_\_\_, 2025.

Grantor:

UNIVERSITY OF SOUTH ALABAMA

Its: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of UNIVERSITY OF SOUTH ALABAMA, 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 office of the company and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC [SEAL]

My Commission expires: \_\_\_\_\_

THE GRANTEE'S ADDRESS IS:

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THE GRANTOR'S ADDRESS IS:

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**THIS INSTRUMENT WAS PREPARED BY:**

Beth McFadden Rouse  
McFADDEN, ROUSE & BENDER, LLC  
718 Downtowner Boulevard  
Mobile, Alabama 36609  
(251) 342-9172



EXHIBIT "A"  
LEGAL DESCRIPTION

STATE OF ALABAMA)  
COUNTY OF MOBILE)

Beginning at Alabama West NAD 83 State Plane Coordinate of North 94466.38 and East 1773650.95, thence along State Plane bearings as follows: North 19°-22'-09" West, 7.75 feet; North 12°-32'-42" West, 70.35 feet to the PC of a 18.68 foot radius curve to the right; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 32°-09'-43" East, 25.91 feet), a distance of 28.63 feet; thence North 79°-05'-05" East, 6.70 feet to the PC of a 18.50 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 58°-05'-19" East, 25.15 feet), a distance of 27.66 feet; thence South 10°-01'-21" East, 41.90 feet; thence North 50°-23'-37" East, 139.05 feet to the PC of a 31.20 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 87°-37'-48" East, 36.97 feet), a distance of 39.57 feet; thence South 40°-49'-50" East, 14.65 feet to the PC of a 31.18 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 02°-15'-04" West, 39.60 feet), a distance of 42.91 feet; thence South 49°-26'-04" West, 23.79 feet to the PC of a 30.15 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 83°-22'-56" West, 29.23 feet), a distance of 30.51 feet; thence North 62°-30'-39" West, 3.35 feet; thence North 48°-52'-20" West, 5.30 feet; thence South 50°-24'-19" West, 117.60 feet to the PC of a 4.68 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 29°-37'-13" West, 3.32 feet), a distance of 3.40 feet; thence South 18°-13'-06" West, 5.15 feet; thence North 76°-56'-58" West, 7.90 feet; thence South 03°-16'-26" East, 5.80 feet; thence South 78°-52'-41" West, 23.55 feet to the Point of Beginning. Said property being a portion of property conveyed by Instrument No. 2023052240, Probate Court Records, Mobile County, Alabama, and being in Aloe Bay, Dauphin Island, Alabama.

STATE OF ALABAMA

COUNTY OF MOBILE

**QUITCLAIM DEED**

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See Exhibit A which is attached hereto and made a part hereof

**EXCEPTING THEREFROM** all oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, the Grantor herein expressly reserving such oil, gas and other minerals not previously reserved by or conveyed to others.

The Property address is **Unimproved / Part of Tax Parcel #52-01-00-0-012-003**  
**Key #1382792**

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**TOGETHER WITH** all and singular the rights, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining;

**TO HAVE AND TO HOLD** the same unto said Grantee, and its successors and assigns forever

**WAIVERS OF CONDITION WARRANTIES**

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the risk of any such vices and defects in the physical condition of the Property, whether those vices or defects are latent or not discoverable upon simple inspection.

Grantee further waives and releases Grantor from any and all claims, demands, causes of action, liens, losses, damages, liabilities, costs and expenses of any and every kind of character, known or unknown, fixed or contingent, under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U S C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C §§ 5101 et seq ; the Clean Water Act, as now existing or hereafter amended, 33 U S C §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq , the Toxic Substances Control Act, as now existing or hereafter amended, 15 U S C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment as they now exist or may subsequently be modified, supplemented or amended.

IN WITNESS WHEREOF, Grantor has executed this deed the 10<sup>th</sup> day of February, 2025.

Grantor:

UNIVERSITY OF SOUTH ALABAMA

Its' Trae Catrett, contract officer  
By: TRAЕ CATRETT

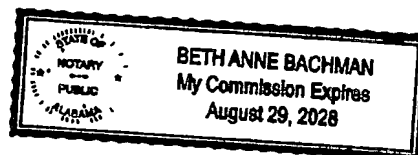
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Trae Catrett, whose name as Contract Officer of UNIVERSITY OF SOUTH ALABAMA, 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 office of the company and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and office seal on this the 10<sup>th</sup> day of February 2025.

Beth Anne Bachman  
NOTARY PUBLIC [SEAL]  
My Commission expires \_\_\_\_\_



**THE GRANTEE'S ADDRESS IS.**

1011 Bienville Boulevard

Dauphin Island, AL 36528

**THE GRANTOR'S ADDRESS IS.**

775 N UNIVERSITY BLVD, STE 150

MOBILE, AL 36608

**THIS INSTRUMENT WAS PREPARED BY:**

Beth McFadden Rouse

McFADDEN, ROUSE & BENDER, LLC

718 Downtowner Boulevard

Mobile, Alabama 36609

(251) 342-9172

EXHIBIT "A"  
LEGAL DESCRIPTION

STATE OF ALABAMA)  
COUNTY OF MOBILE)

Beginning at Alabama West NAD 83 State Plane Coordinate of North 94466.38 and East 1773650.95, thence along State Plane bearings as follows. North  $19^{\circ}-22'-09''$  West, 7.75 feet; North  $12^{\circ}-32'-42''$  West, 70.35 feet to the PC of a 18.68 foot radius curve to the right; thence Northwardly and Eastwardly along the arc of said curve (chord bears North  $32^{\circ}-09'-43''$  East, 25 91 feet), a distance of 28.63 feet, thence North  $79^{\circ}-05'-05''$  East, 6.70 feet to the PC of a 18.50 foot radius curve to the right, thence Southwardly and Eastwardly along the arc of said curve (chord bears South  $58^{\circ}-05'-19''$  East, 25 15 feet), a distance of 27 66 feet; thence South  $10^{\circ}-01'-21''$  East, 41.90 feet; thence North  $50^{\circ}-23'-37''$  East, 139.05 feet to the PC of a 31.20 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South  $87^{\circ}-37'-48''$  East, 36 97 feet), a distance of 39.57 feet; thence South  $40^{\circ}-49'-50''$  East, 14.65 feet to the PC of a 31 18 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South  $02^{\circ}-15'-04''$  West, 39 60 feet), a distance of 42.91 feet; thence South  $49^{\circ}-26'-04''$  West, 23.79 feet to the PC of a 30 15 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South  $83^{\circ}-22'-56''$  West, 29.23 feet), a distance of 30.51 feet, thence North  $62^{\circ}-30'-39''$  West, 3 35 feet; thence North  $48^{\circ}-52'-20''$  West, 5.30 feet; thence South  $50^{\circ}-24'-19''$  West, 117.60 feet to the PC of a 4 68 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South  $29^{\circ}-37'-13''$  West, 3 32 feet), a distance of 3.40 feet; thence South  $18^{\circ}-13'-06''$  West, 5.15 feet; thence North  $76^{\circ}-56'-58''$  West, 7 90 feet; thence South  $03^{\circ}-16'-26''$  East, 5.80 feet, thence South  $78^{\circ}-52'-41''$  West, 23.55 feet to the Point of Beginning Said property being a portion of property conveyed by Instrument No. 2023052240, Probate Court Records, Mobile County, Alabama, and being in Aloe Bay, Dauphin Island, Alabama.