

After recording mail to:

Clay County Economic Development Council
85588 Highway 9
Ashland, Alabama 36251

Prepared By:

Spencer P. Waddell
Gregory Varner & Associates
104 Court Square
Ashland, Alabama 36251

Parcel No.: 17-11-05-15-0-000-038.004
PPIN: 21128

WARRANTY DEED

State of Alabama)
County of Clay)

This deed is hereby made and entered into on this the ___ day of March, 2022, by and between the City of Ashland, Alabama, a municipal corporation (“Grantor”), and the Clay County Economic Development Authority (“Grantee”).

WHEREAS, the City Council of the City of Ashland, Alabama, by an ordinance duly, properly, and legally made and passed on the ___ day of March, 2022, and entered on its minutes directing the disposal of certain real property not needed for public or municipal purposes and directing Larry J. Fetner, its Mayor, to make title thereto, which ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made after publication of said ordinance, the hereinafter described real estate was sold to the Grantee in exchange for the conveyance of title to the City of certain real property also located in Clay County, Alabama;

WHEREAS, the Grantor and Grantee is now desirous of having the title to the hereinafter described property conveyed to Grantee in accordance with the terms and conditions of the above-referenced ordinance.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the City by the Grantee, the receipt and adequacy of which is hereby acknowledged, the undersigned, City of Ashland, Alabama, a municipal corporation, by its Mayor, Larry J. Fetner, does hereby grant, bargain, sell, and convey unto the said Grantee, that certain real property located in Clay County, Alabama, which is more particularly described as follows:

Tract B located in the SW 1/4 of the SW 1/4 of Section 15 and small portion in the NW 1/4 of the NW 1/4 of Section 22, T-20-S, R-8-E:

Commencing at an existing concrete monument found marking the purported NW Comer of the NW 1/4 of the NW 1/4 of Section 22; T-20- S; R-8-E Clay County, Alabama; thence S 88°21'36" E a distance of 495.14 ft. to an iron pin found (rebar); thence S 78°45'43" E a distance of 463.72 ft. to an iron pin

found (capped JBW&T); thence N 85°15'42" E a distance of 219.87 ft. to an iron pin set and the Point of Beginning of the hereafter described Tract B; thence N 85°15'42" E a distance of 120.00 ft. to an iron pin set; thence N 04°44'20" W a distance of 290.36 ft. to an iron pin set; thence N 30°15'15" E a distance of 122.07 ft. to an iron pin set on the Southerly ROW of Alabama State Hwy #9; thence along said ROW bearing S 85°15'44" W a distance of 260.00 ft. to an iron pin set; thence leaving said ROW bearing S 39°43'48" E a distance of 122.07 ft. to an iron pin set; thence S 04°44'15" E a distance of 290.36 ft. to an iron pin set and the Point of Beginning, containing 1.24 ACRES, more or less.

This conveyance is made subject to all restrictions, reservations, easements, and rights-of-way of record affecting the above-described property.

No title work was requested or performed, and the scrivener neither makes any warranty nor expresses an opinion as to the Grantor's title or lack thereof. The legal description was provided by the Grantee.

To have and to hold, to the said Grantee, its successors and assigns forever.

And said City of Ashland, Alabama, a municipal corporation, does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall warrant and defend the same to the said Grantee, its successors, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the City of Ashland, Alabama, a municipal corporation, has caused its name to be affixed hereto by Larry J. Fetner, its Mayor, who is duly authorized, and has caused the same to be attested by Chelsey Wynn, its City Clerk, and its Corporate Seal affixed on the day and year first above written.

CITY OF ASHLAND, ALABAMA

(Corporate Seal)

LARRY J. FETNER, its Mayor

ATTEST:

CHELSEY WYNN, Ashland City Clerk

State of _____)
County of _____)

On _____, 2022, before me, _____, a notary public in and for said County and State, hereby certify that **Larry J. Fetner** and **Chelsey Wynn**, whose names as Mayor and City Clerk, respectively, of the City of Ashland, Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged to me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Ashland, a municipal corporation.

Given under my hand and seal this ____ day of _____, 2022.

NOTARY SEAL

Notary Public
My Commission Expires: _____