

This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Madison Fair Hotel II, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

A PORTION OF THE UTILITY AND DRAINAGE EASEMENT OF AN EXISTING 40-FOOT PUBLIC INGRESS/EGRESS AND UTILITY AND DRAINAGE AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBERS 20090318000176480 AND 20170803000449290, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED “JOHNSON CA0193LS” LYING ON THE SOUTHERN RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD AT THE NORTHWEST CORNER OF LOT 2 OF “McCURRY, PHASE 3” SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20170803000449290 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF “COMFORT INN & SUITES SUBDIVISION” AS RECORDED IN DOCUMENT NUMBER 20090318000176480; THENCE RUNNING ALONG THE COMMON LINE BETWEEN SAID LOT 1 AND LOT 2 SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE UTILITY AND DRAINAGE PORTION HEREIN DESCRIBED TO BE VACATED;

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE NORTH 64 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUNNING PARALLEL WITH SAID COMMON LOT LINE SOUTH 25

DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 112.00 FEET TO A POINT;
THENCE SOUTH 64 DEGREES 36 MINUTES 03 SECONDS WEST A DISTANCE OF 5.00
FEET TO A POINT LYING ON SAID COMMON LOT LINE; THENCE NORTH 25 DEGREES
34 MINUTES 27 SECONDS WEST A DISTANCE OF 112.00 FEET TO THE POINT OF
BEGINNING, AND CONTAINING 0.01 ACRES, MORE OR LESS.

NOTE: NO PORTION OF THE INGRESS/EGRESS EASEMENT IS TO BE VACATED

TO HAVE AND TO HOLD to said Grantee, its heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto
set its hand and seal this ____ day of June 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify
that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name
as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who
are known to me, acknowledged before me on this day that, being informed of the contents of the
conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer
of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama,
a municipal corporation, on the day the same bears date.

Given under my hand this the ____ day of June 2025.

Notary Public