

**STATE OF ALABAMA** § **QUITCLAIM DEED**  
§ **(VACATION OF EASEMENT)**  
**COUNTY OF MADISON** § *No title search requested and none prepared.*

**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 and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Old Town Investments, LLC** (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA  
COUNTY OF MADISON

**EASEMENT TO BE VACATED**

ALL THAT PART OF TRACT N-3 OF TOWN MADISON PHASE 13, A RESUBDIVISION OF TRACTS N-1 AND N-3, TOWN MADISON PHASE 12, A RESUBDIVISION OF TRACT N-1, TOWN MADISON PHASE 9, A RESUBDIVISION OF TRACT N, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 2023, PAGES 12-13 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING 5.00 FEET TAKEN EVENLY OFF THE WEST BOUNDARY OF AN EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING WEST OF AND ADJACENT TO THE WEST RIGHT-OF-WAY MARGIN OF OUTFIELD DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT N-3, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY OF OUTFIELD DRIVE, THENCE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST AND ALONG THE SOUTH BOUNDARY OF SAID TRACT N-3, 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST AND ALONG THE SAID SOUTH BOUNDARY, 5.00 FEET TO A POINT ON THE WEST BOUNDARY OF SAID EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE NORTH 00 DEGREES 39 MINUTES 36 SECONDS EAST AND ALONG THE SAID WEST BOUNDARY OF AN EXISTING 10 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, 326.45 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT N-3; THENCE ALONG THE SAID NORTH BOUNDARY, SOUTH 89 DEGREES 20 MINUTES 24 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 36 SECONDS WEST, 326.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 1632 SQUARE FEET, MORE OR LESS.

**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 January 2024.

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 January 2024.

\_\_\_\_\_  
Notary Public