

Sponsor: Batson

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

WHEREAS, Ronnie P. Bailey and wife, Teresa D. Bailey have requested that the City vacate the storm water drainage easement ("Easement") described in the attached Extinguishment of Easement and Quitclaim Deed; and

WHEREAS, it has been determined that such Easement is not needed for any public or municipal purpose.

NOW, THEREFORE, the Mayor and City Clerk are hereby authorized and directed to execute on behalf of the City, in favor of Ronnie P. Bailey and wife, Teresa D. Bailey, the property owners, the attached Extinguishment of Easement and Quitclaim Deed.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
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CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK - TREASURER

STATE OF ALABAMA     )

LAUDERDALE COUNTY    )

EXTINGUISHMENT OF EASEMENT AND QUITCLAIM DEED

THIS CONVEYANCE, made at Florence, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Florence, Alabama, a municipal corporation, First Party, and Ronnie P. Bailey and wife, Teresa D. Bailey, collectively Second Party.

WITNESSETH:

WHEREAS, it is the intention of the parties to this conveyance to extinguish any storm water drainage easement over and across the property hereinafter described; and

WHEREAS, said easement is not needed for any public or municipal purpose.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by Second Party to First Party, the receipt whereof is hereby acknowledged, First Party hereby extinguishes any and all interest that it has in any storm water drainage easement on or across the following described property and does by these presents release, remise, quitclaim and convey unto the Second Party any and all interest that it has in any storm water drainage easement on or across the property described as follows:

Commence at a point on the Southeastwardly right of way of Holiday Drive, said point being the Southwestwardly corner of Lot 15, Block A, HOLIDAY HOMES, as recorded in the Office of the Judge of Probate, Lauderdale County, Alabama in Plat Book 3, Page 24; thence N 32 degrees 20' 55" E and along said right of way 15.00 feet; thence leaving said right of way S 56 degrees 45' 19" E 199.33 feet to a point on the Westwardly side of an existing 12 foot easement; thence S 01 degree 53' 05" W and along said easement line 17.57 feet; thence leaving said easement and along the common lot line of said Lot 15 and Lot 15 N 56 degrees 45' 19" W 208.24 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto Second Party, their heirs and assigns forever.

IN WITNESS WHEREOF, First Party has caused its corporate name to be hereunto subscribed by its Mayor and has caused its duly attested corporate seal to be hereunto affixed by its City Clerk-Treasurer on the date first above written.

CITY OF FLORENCE, ALABAMA  
a Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
City Clerk - Treasurer

(S E A L)

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Andrew Betterton, whose name as Mayor of the City of Florence, Alabama, a municipal 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 the 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 and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My Commission Expires:

\_\_\_\_\_

This instrument prepared by:  
W. T. Musgrove, III  
P.O. Box 98  
Florence, AL 35631-0098