

## ORDINANCE NO. 465

### AN ORDINANCE APPROVING THE TRANSFER OF SURPLUS REAL PROPERTY

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PELHAM, ALABAMA, AS FOLLOWS:

**Section 1.** It is hereby established and declared that the following described real property of the City of Pelham, Alabama, is no longer needed for public or municipal purposes:

Statutory Warranty Deed dated May 13, 2005 containing the legal description related to the applicable 2.16 acres is attached to this ordinance and made a part hereof as Exhibit A

**Section 2.** Pursuant to the authority granted by § 11-47-20, Code of Alabama 1975, the mayor is hereby authorized and directed to execute a statutory warranty deed, to be provided by Mr. Donovan Gravlee (Grantee) on behalf of the City of Pelham (Grantor), conveying said property in the name of the City of Pelham, Alabama, to Mr. Donovan Gravlee, for and in consideration of the sum of \$30,000.00 to be paid upon delivery of the deed. It is understood and agreed that Grantee is to pay all closing costs associated with the sale of this property.

**Section 3.** This Ordinance shall become effective upon its passage and publication or posting as required by law.

**THEREUPON** Karyl Rice, a member moved and Maurice Mercer, a member seconded the motion that Ordinance No. 465 be given vote. The roll call vote on said motion was as follows:

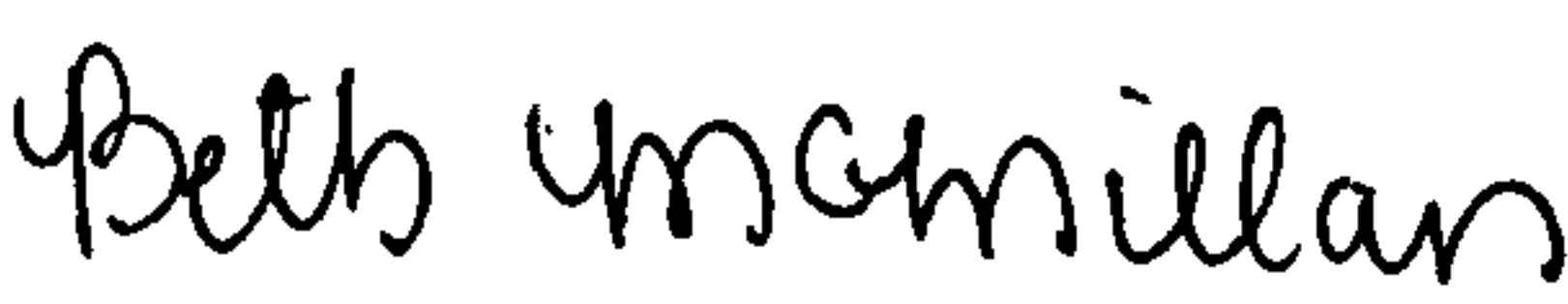
Rick Hayes Council President	<u>yes</u>
Ron Scott Council Member	_____
Beth McMillan Council Member	<u>yes</u>
Maurice Mercer Council Member	<u>yes</u>
Karyl Rice Council Member	<u>yes</u>

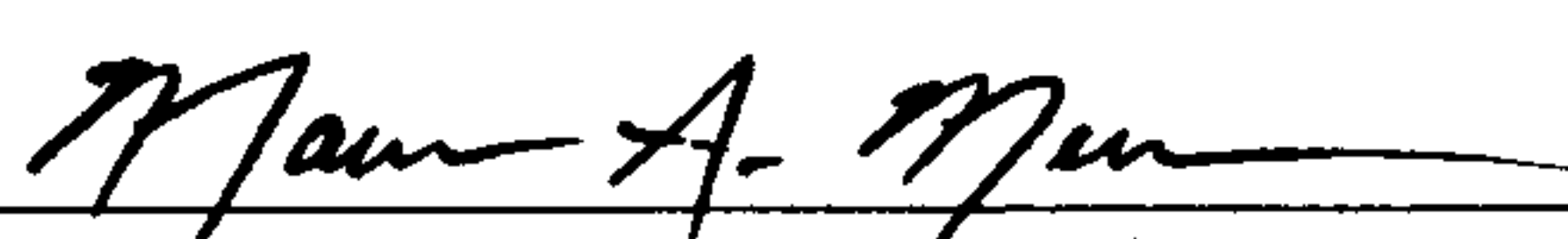
Ordinance No. 465 passed by majority vote of all members of the Council and the Council President declared the same passed.

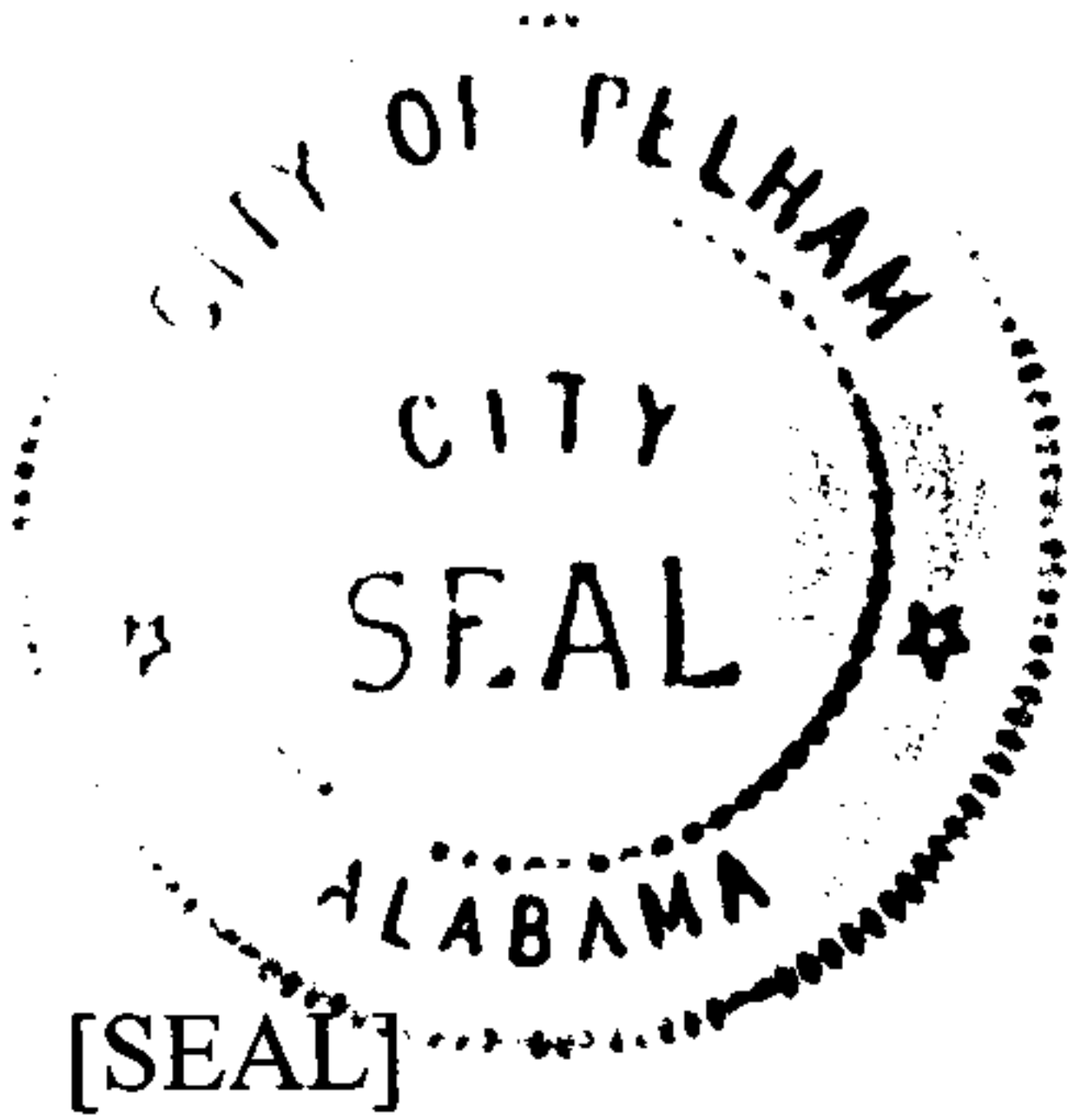
**ADOPTED** and approved this 15<sup>th</sup> day of June, 2015.

  
Rick Hayes, Council President


\_\_\_\_\_  
Ron Scott, Council Member

  
Beth McMillan, Council Member

  
Maurice Mercer, Council Member



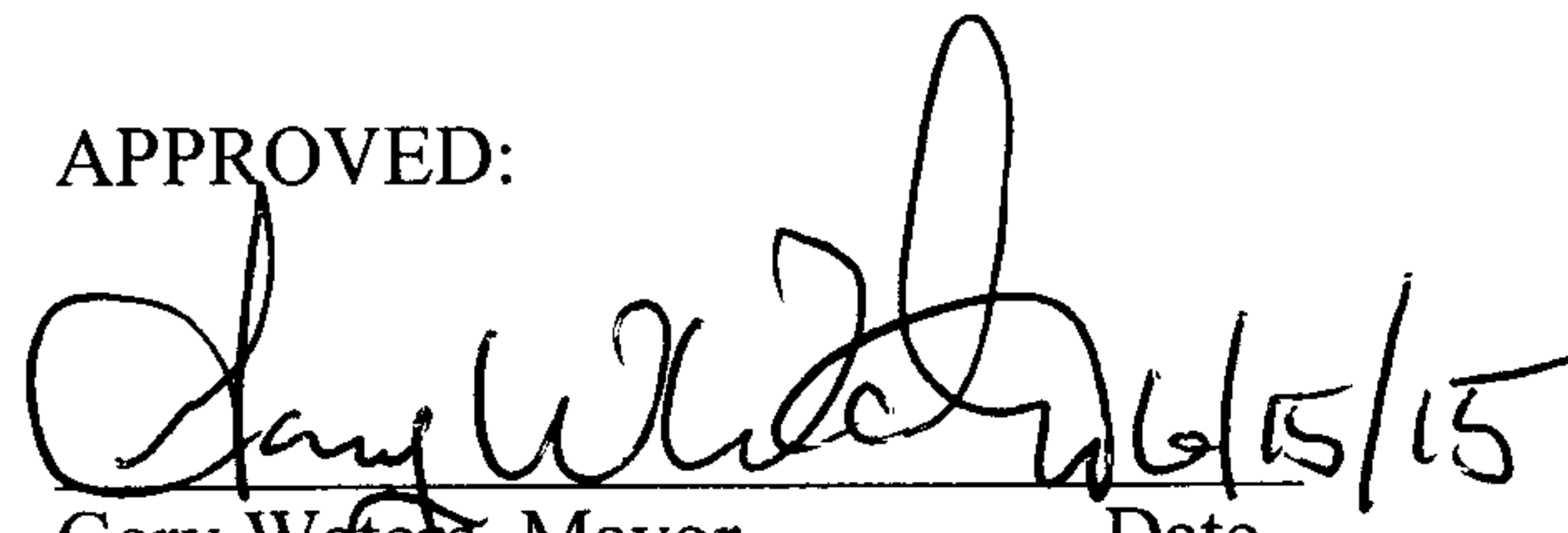
  
Karyl Rice, Council Member

  
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Shelby Cnty Judge of Probate, AL  
06/22/2015 01:42:45 PM FILED/CERT

ATTEST:

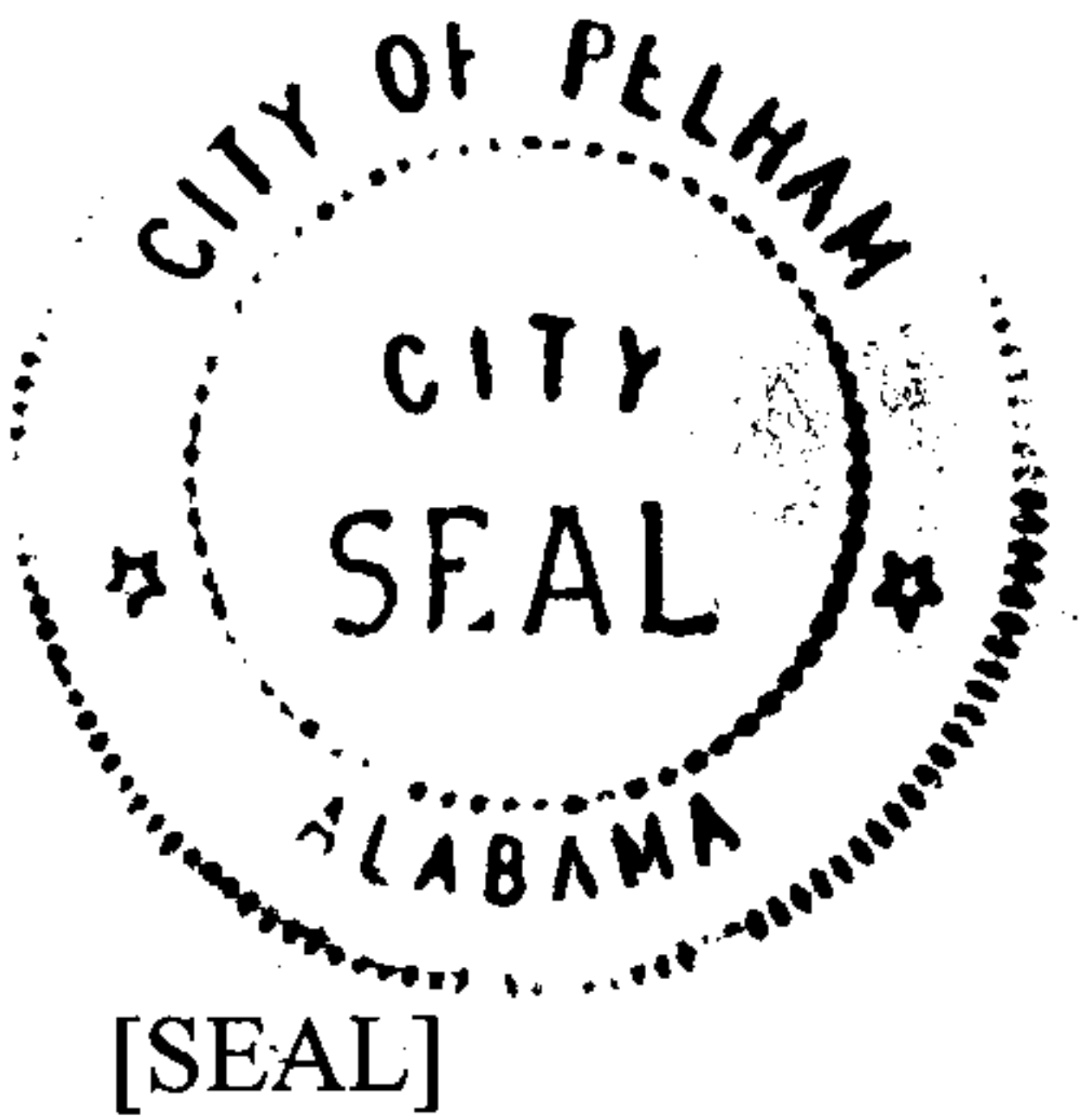
  
Marsha Yates, CMC, City Clerk

APPROVED:

  
Gary Waters, Mayor      6/15/15  
Date

#### POSTING AFFIDAVIT

I, the undersigned qualified City Clerk of the City of Pelham, Alabama, do hereby certify that the above and foregoing ORDINANCE No. 465 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular meeting of such Council held on the 15<sup>th</sup> day of June 2015, and duly published by posting an exact copy thereof on the 16<sup>th</sup> day of June 2015, at four public places within the City of Pelham, Alabama, including the Mayor's Office at City Hall, City Park, Library, Water Works and [www.pelhamonline.com](http://www.pelhamonline.com). I further certify that said ordinance is on file in the office of the City Clerk and a copy of the full ordinance may be obtained from the office of the city Clerk during normal business hours.



  
Marsha Yates, CMC, City Clerk



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Shelby Cnty Judge of Probate, AL  
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Send Tax Notice To:  
City of Pelham, Alabama  
Water Department

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06/22/2015 01:42:45 PM FILED/CERT

This instrument was prepared by:  
James W. Fuhrmeister  
ALLISON, MAY, ALVIS,  
FUHRMEISTER & KIMBROUGH, L.L.C.  
P. O. Box 380275  
Birmingham, AL 35238

## STATUTORY WARRANTY DEED

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY )

THAT IN CONSIDERATION OF **Ten and 00/100 (\$10.00) Dollars** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Double Mountain, LLC, a limited liability company**, (herein referred to as Grantor) does grant, bargain, sell and convey unto **City of Pelham, Alabama, a municipal corporation**, (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

A parcel of land lying in the North Half of Section 12, Township 20 South, Range 2 West Shelby County, Alabama and being more particularly described as follows:

Beginning at an axle found at the southwest corner of the Northwest Quarter of said Section 12; thence N 00°D22'59" W along the west line of said Section 12 a distance of 845.81 feet to a 5/8" capped rebar set "SMW LS 19753"; thence leaving said west line N 59°D58'16" E a distance of 3170.73 feet to a 5/8" capped rebar set "SMW LS 19753" on the southerly right-of-way of County Highway 36; thence N 84°D43'13" E along said southerly right-of-way a distance of 92.22 feet to a point; thence leaving said southerly right-of-way S 29°D17'12" E a distance of 150.34 feet to a 5/8" capped rebar set "SMW LS 19753" and the Point of Beginning; thence continue S 29°D17'12" E a distance of 242.28 feet to a 5/8" capped rebar set "SMW LS 19753"; thence with a curve to the left having an arc length of 36.45 feet, a radius of 530.00 feet, and a chord bearing and distance of S 41°D19'42" W for 36.45 feet to a 5/8" capped rebar set "SMW LS 19753"; thence N

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50°D38'31" W a distance of 15.43 feet to a 5/8" capped rebar set "SMW LS 19753"; thence S 60°D42'48" W a distance of 350.00 feet to a 5/8" capped rebar set "SMW LS 19753"; thence N 29°D17'12" W a distance of 240.00 feet to a 5/8" capped rebar set "SMW LS 19753"; thence N 60°D42'48" E a distance of 390.00 feet to the Point of Beginning. Said described parcel of land contains 2.16 acres, more or less.

Subject to:

1. General and special taxes or assessments for the year 2005 and subsequent years not yet due and payable.
2. Oil, gas, mineral and mining rights not owned by Grantor and all rights, privileges, leases, conditions and covenants in connection therewith.
3. All other existing easements, restrictions, current taxes, set-back lines, rights of way, limitations, encumbrances, if any, of record.

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

Grantor further certifies that this deed is executed as required by its Articles of Organization dated September 22, 1994 and recorded in the Probate Office of Jefferson County, Alabama and its Operating Agreement dated September 22, 1994, neither of which have been modified or amended.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereto set its signature and seal, this the 13th day of May, 2005.

Double Mountain, L.L.C., a limited liability company,

By: Paul B. Shaw, Jr.

Paul B. Shaw, Jr.,

Its: Member

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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA     )  
                                  )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul B. Shaw, Jr., whose name as Member of Double Mountain, L.L.C. 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 and with full authority, he/she executed the same voluntarily on the date the same bears date as the act of said Double Mountain, L.L.C.

Given under my hand and official seal, this 13 day of May, 2005.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 4/08/06

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