



Resolution 2018-08

STATE OF ALABAMA
JEFFERSON COUNTY
CITY OF CLAY

PROPERTY EXCHANGE BETWEEN CITY AND SCHOOL BOARD

WHEREAS, the City of Clay, Alabama (“City”) owns that certain approximate 7 +/- acres of property that is described on **Exhibit A** (the “City Property”);

WHEREAS, the City Property is identified as the “City of Clay” parcel on the Map of New School Site attached hereto as **Exhibit B**;

WHEREAS, the Jefferson County Board of Education (“School Board”) desires to construct a new elementary school in the City (“New School”) and requires the City Property for that purpose;

WHEREAS, in addition to the City Property, the School Board has acquired, or is acquiring, title to the following other parcels of land that adjoin or are near the City Property to use in connection with its construction and operation of the New School: (a) 15.97 acres owned by Elenor Yvonne Hughes (“Hughes Property”); (b) 2.19 acres owned by Birmingham Boy’s Club, Inc. (“Boy’s Club Property”); and (c) .30 acres formerly owned by Donna Stewart Petito (“Petito Property”);

WHEREAS, the City Property, Hughes Property, Boy’s Club Property and Petito Property collectively comprise, and may be referenced herein, as the “New School Site”;

WHEREAS, the School Board owns that certain 1.76 acres of land in the City that is adjacent to Clay Elementary School, and legally described and depicted on **Exhibit C** (the “School Board Property”);

WHEREAS, the City desires to construct a new municipal library near the existing Clay Elementary School that the School Board operates and requires the School Board Property for that purpose;

WHEREAS, on or about October 26, 2017, the School Board heretofore approved a recommendation of its Superintendent authorizing the conveyance of the School Board Property to the City for purposes of its new municipal library;

WHEREAS, an exchange of the City Property for the School Board Property would facilitate the construction of new public facilities (i.e. a new library and the New School) that would benefit and serve the City’s citizens; and

WHEREAS, the form of a Statutory Warranty Deed that the City may execute to convey the City Property to the School Board is set forth on **Exhibit D**, and the form of a Statutory Warranty Deed that the School Board may execute to convey the School Board Property to the City is attached as **Exhibit E**.

NOW, THEREFORE BE IT RESOLVED by the City Council of Clay, Alabama that, following notice of this Resolution that was properly given pursuant to applicable law and the Council's consideration of it at its regular, public meeting on May 8, 2018, the Council finds and resolves as follows:

1. The transfer of the City Property to the School Board in exchange for its conveyance of the School Board Property to the City is in the public interest if the School Board passes a Resolution in substantially the form attached as **Exhibit F** providing for public use of the facilities at the New School on the stated terms (the "School Board Resolution").
2. The transfer of the City Property shall occur within ten (10) days following the occurrence of each of the following: (a) the passage of this Resolution; (b) the School Board having acquired title to all the above-noted parcels other than the City Property that comprise the New School Site, and (c) the passage of the School Board Resolution contemplated in Paragraph 1 above. Following the satisfaction of these conditions, the Mayor shall execute and deliver to the School Board a Statutory Warranty Deed in substantially the form of Exhibit D (and execute such other customary closing documents related thereto) in exchange for the School Board executing and delivering to the City a Statutory Warranty Deed in substantially the form of Exhibit E.
3. If the contemplated exchange of properties does not occur within one year of the date of its passage, this Resolution shall cease to be effective.

THEREUPON, this Resolution No. 2018-08 was proposed and passed by a unanimous vote of the Council present, and the Mayor declared the same passed.

ADOPTED AND APPROVED, this the 8th Day of May, 2018.

Charles K. Webster
Mayor

Attest:

Ronnie Dixon
City Manager

EXHIBIT A – LEGAL DESCRIPTION OF CITY PROPERTY

A tract of property in the East Half of the Southwest Quarter of Section 9, Township 16 South, Range 1 West, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 3" Cap Pipe marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 9; thence run N 00°42'19" E for a distance of 518.35 feet to a iron pin set, said point being the POINT OF BEGGINING; thence run N 00°42'19" E for a distance of 453.79 feet to a iron pin set; thence run S 60°27' 17" E for a distance of 348.56 feet to a nail & cap; thence run S 64°16'11" E for a distance of 245.36 feet to a nail & shiner; thence run S 69°49'45" E for a distance of 161.99 feet to a nail & shiner; thence run S 65°08'11" E for a distance of 167.85 feet to a nail & shiner on the Northwesterly Right of Way of Old Springville Road; thence run S 36°02'35" W along said right of way for a distance of 41.31 feet to a iron pin on the point of curvature of a curve to the left having a radius of 1328.59 feet, a central angle of 04°28'46", a chord bearing of S 34°04'54" W, and a chord distance of 103.84; thence continue along said right of way and along the arc of said curve for a distance of 103.87 feet to a point; thence run S 31°50' 31" W along said right of way for a distance of 277.73 feet to a 1/2" rebar; thence leaving said right of way run N 63°08'44" W for a distance of 678.34 feet to the POINT OF BEGINNING.
Containing 319,657 S.F. 7.34 Acres more or less.

Said Property is the same land that is shown on that certain Survey by Sain Engineering performed on or about _____, 2018.

EXHIBIT B
MAP OF NEW SCHOOL SITE DEPICTING CITY PROPERTY
AND SURROUNDING PARCELS

See attached.

EXHIBIT C
LEGAL DESCRIPTION OF SCHOOL BOARD PROPERTY

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 1 WEST, JEFFERSON COUNTY ALABAMA; THENCE RUN NORTH 89 DEGREES 35 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION LINE FOR 244.03 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 28 DEGREES 30 MINUTES 32 SECONDS WEST FOR 122.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD SPRINGVILLE ROAD, AND TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 597.37 FEET, A CHORD BEARING OF NORTH 47 DEGREES 40 MINUTES 47 SECONDS EAST, AND A CHORD LENGTH OF 178.99 FEET; THENCE RUN ALONG SAID ARC AND SAID RIGHT OF WAY LINE FOR 179.67 FEET; THENCE RUN NORTH 39 DEGREES 03 MINUTES 48 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 71.49 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUNS SOUTH 39 DEGREES 25 MINUTES 07 SECONDS EAST FOR 261.21 FEET; THENCE RUNS SOUTH 19 DEGREES 40 MINUTES 40 SECONDS WEST FOR 115.17 FEET; THENCE RUN SOUTH 61 DEGREES 29 MINUTES 28 SECONDS WEST FOR 203.50 FEET; THENCE RUN NORTH 28 DEGREES 30 MINUTES 32 SECONDS WEST FOR 141.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 76,632.0 SQ. FEET OR 1.76 ACRES.

Said Property is also the same parcel that is the subject of that certain Boundary Survey by Arrington Engineering performed on or about October 16, 2017.

**EXHIBIT D – STATUTORY WARRANTY DEED
CONVEYING CITY PROPERTY TO SCHOOL BOARD**

INSTRUMENT PREPARED BY:

Steven T. Stine
Bishop, Colvin, Johnson & Kent
1910 1st Ave. N.
Birmingham, AL 35203

STATE OF ALABAMA §
JEFFERSON COUNTY §

STATUTORY WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid to the **City of Clay, Alabama**, a municipal corporation (“Grantor”), by the **Jefferson County Board of Education**, an instrumentality of the State of Alabama (“Grantee”), the receipt and sufficiency whereof is acknowledged, Grantor does by these presents GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property, situated in Jefferson County, Alabama, more particularly described on Exhibit A (the “Property”):

See Exhibit A

TOGETHERWITH all and singular to the extent of any interest therein of Grantor, the tenements, hereditaments, and appurtenances, thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof except as herein disclosed; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, of said Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances except as herein disclosed, to the extent of any interest of Grantor therein.

BUT SUBJECT TO the following:

- (i) Ad valorem taxes for the year 2018 and subsequent years, if any;
- (ii) Less and except any portion of the subject Property lying within the present rights of way of Old Springville Road and Enos Vann Drive (formerly known as Civitan Drive);
- (iii) Any prior reservation or conveyance of minerals, including, but not limited to, oil, gas, sand, limestone, and gravel in, on and under subject Property;
- (iv) Rights of way in favor of Alabama Power Company as set forth and recorded in Volume 2890, Page 388; Volume 6594, Page 278; Volume 6830, Page 79; Volume 6876, Page 77; Real 1306, Page 335; and Instrument 9508/8018, all in the Office of the Judge of the Probate Court of Jefferson County, Alabama;
- (v) Right of way and easement in favor of Alabama Power Company as set forth and described in Condemnation Case recorded in Jefferson County, Alabama, Probate Case #87364, and recorded as Lis Pendens in Real Volume 1308m, Page 80 in said Probate Office; and
- (vi) Sewer easement and agreement in favor of Jefferson County, Alabama recorded in Real Volume 2405, Page 324 in said Probate Office.

TO HAVE AND TO HOLD all and singular, the above-mentioned and described premises, together with the appurtenances, unto Grantee, its successors or assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set its signature by its duly authorized official, dated effective as of the _____ day of _____, 2018.

City of Clay, Alabama, a municipal corporation

By: _____

Its: _____

STATE OF ALABAMA §
COUNTY OF JEFFERSON §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that _____, the _____ of the City of Clay, Alabama, a municipal corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily with full authority as the act of said corporation.

Given under my hand and official seal on this the ___ day of _____, 2018.

_____ My Commission Expires: _____
Notary Public

EXHIBIT A –LEGAL DESCRIPTION OF PROPERTY

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Containing 319,657 S.F. 7.34 Acres more or less.

Said Property is the same land that is shown on that certain Survey by Sain Engineering performed on or about _____, 2018.

**EXHIBIT E – STATUTORY WARRANTY DEED
CONVEYING SCHOOL BOARD PROPERTY TO CITY**

INSTRUMENT PREPARED BY:

Steven T. Stine
Bishop, Colvin, Johnson & Kent
1910 1st Ave. N.
Birmingham, AL 35203

STATE OF ALABAMA §
JEFFERSON COUNTY §

STATUTORY WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid to the **Jefferson County Board of Education**, an instrumentality of the State of Alabama (“Grantor”), by the **City of Clay, Alabama**, a municipal corporation (“Grantee”), the receipt and sufficiency whereof is acknowledged, Grantor does by these presents GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property, situated in Jefferson County, Alabama, more particularly described on Exhibit A (the “Property”):

See Exhibit A

TOGETHER WITH all and singular to the extent of any interest therein of Grantor, the tenements, hereditaments, and appurtenances, thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof except as herein disclosed; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, of said Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances except as herein disclosed, to the extent of any interest of Grantor therein.

BUT SUBJECT TO the following:

- (i) Ad valorem taxes for the year 2018 and subsequent years, if any;
- (ii) Any prior reservation or conveyance of minerals, including, but not limited to, oil, gas, sand, limestone, and gravel in, on and under subject Property;
- (iii) All easements, rights of way or other matters of record that concern or affect the Property;
- (iv) Any rights, interests or claims that are not indicated on public records but could be ascertained by an inspection of the Property; and
- (v) Any encroachment, variation or adverse circumstance affecting title that could be disclosed by a complete and accurate land survey of the Property.

TO HAVE AND TO HOLD all and singular, the above-mentioned and described premises, together with the appurtenances, unto Grantee, its successors or assigns forever.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has hereunto set its signature by its duly authorized official, dated effective as of the _____ day of _____, 2018.

Jefferson County Board of Education,
an instrumentality of the State of Alabama

By: _____

Its: _____

STATE OF ALABAMA §
COUNTY OF JEFFERSON §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that _____, the _____ of the Jefferson County Board of Education, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily with full authority as the act of said entity.

Given under my hand and official seal on this the ___ day of _____, 2018.

Notary Public

My Commission Expires: _____

EXHIBIT A –LEGAL DESCRIPTION OF PROPERTY

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SAID PARCEL OF LAND CONTAINS 76,632.0 SQ. FEET OR 1.76 ACRES.

Said Property is also the same parcel that is the subject of that certain Boundary Survey by Arrington Engineering performed on or about October 16, 2017.

EXHIBIT F – SCHOOL BOARD RESOLUTION

**RESOLUTION - USE OF CITY PROPERTY IN CLAY
FOR NEW ELEMENTARY SCHOOL SITE**

WHEREAS, the Jefferson County Board of Education (“Board”) plans to construct a new elementary school in the City of Clay, Alabama (the “New School”);

WHEREAS, the City of Clay, Alabama (“City”) owns that certain approximate 7.43 acres of property that is described on **Exhibit A** (the “City Property”);

WHEREAS, the Board requires title to the City Property to incorporate that land into the New School site;

WHEREAS, the City Property has been utilized by the City as a park, and the City desires that the Board design the New School so that parts of the City Property not needed for the New School campus may continue to be so utilized; and

WHEREAS, the Board desires that the City Property being conveyed by the City be used by the Board consistent with the understandings herein.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Board of Education as follows:

1. In constructing the New School the Board will take reasonable steps to integrate it into the park environment currently existing on the City Property.
2. The Board will permit the City to utilize unneeded portions of the City Property as a park for a period of ten (10) years following the delivery of the Deed for that land to the Board.
3. During said period, the Board also agrees that it will make its playground, any fields, and its gymnasium at the New School available for recreational use by the City and its residents during non-school hours under terms and conditions to be developed between the Board and City; provided that this use may not conflict or interfere with operation of the New School or affect the security or safety of those operations.

THEREUPON, this Resolution was proposed at the Board’s regular meeting on _____, 2018 and passed by a _____ vote of the Board present, and the President of the Board declared the same passed.

EXHIBIT A – LEGAL DESCRIPTION OF CITY PROPERTY

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Containing 319,657 S.F. 7.34 Acres more or less.

Said Property is the same land that is shown on that certain Survey by Sain Engineering performed on or about _____, 2018.

I, the undersigned and qualified City Manager of the City of Clay, Alabama, do hereby certify that the above and foregoing is a true copy of Resolution 2018-08 lawfully passed and adopted by the Council of the City of Clay at a regular meeting of such Council held on the 8 day of May, 2018 and that such Resolution is on file in the office of the City Manager and that no action has been taken to rescind or modify said Resolution.

I further certify that said Resolution was posted as required by State Law at the following locations: Clay Public Library, Clay City Hall, Clay Post Office, and the Clay Seniors Center all being in the City of Clay.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9th day of May, 2018.

Ronnie Dixon
City Manager