
Prepared by:

City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403
(601) 545-4602

Return to:

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(601) 545-4602

INDEXING INSTRUCTIONS:

**PARCEL: A part of the Southeast $\frac{1}{4}$ of
Section 15, Township 4 North, Range 13
West, Forrest County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Thirteen Thousand One Hundred Thirty and 00/100 Dollars (\$13,130.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/we

**CLEEN COTE, INC.
A Mississippi Corporation
1818 Edwards Street
Hattiesburg, MS 39401**

Grantor, does hereby grant, bargain, sell, convey and quitclaim unto

**THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4602**

Grantee, the following described property lying and being situated in Hattiesburg, Forrest County, Mississippi, and more particularly described as:

Commence at the intersection of the East line of Edwards Street and the North line of Tuscan Avenue; thence East 250 feet to the Point of Beginning; thence run East 270 feet; thence run North 162.6 feet; Thence run West 270 feet; thence run South 162.6 feet to the Point of Beginning.

To the extent permitted by law, the Grantee herein accepts the responsibility for any environmental issues related to the subject property except for any environmental issues caused by the Grantor.

The above property is conveyed "as is" "where is" and without benefit of a survey or title opinion and the grantor and grantee are aware of this. The Grantee acknowledges that it is accepting the property solely in reliance on Grantee's own investigation, and the property is in "as is" "where is" condition with all faults and defects, latent or otherwise. Grantee expressly acknowledges that, in consideration of the agreement of Grantor herein, and except as otherwise specified herein, Grantor makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto.

Grantee fully releases and discharges Grantor from and relinquishes all rights, claims and actions that Grantee may have or acquire against Grantor which arise out of or are in any way connected with the condition or the property, including without limitation (a) any matter set forth in the previous paragraphs, (b) the presence of hazardous materials on, under or about any part of the property (including, but not limited to any undiscovered hazardous materials located beneath the surface of the property), and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future. The provisions of this section shall be effective as of the date of signing of this document and shall survive the termination date of this agreement.

Said property is not a part of the homestead of the grantor.

The Property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

It is further understood and agreed by the parties that the Grantor shall have ninety (90) days from the date hereof to remove the iron framework on the property. If the iron framework is

not removed within ninety (90) days from the date hereof, the Grantee may dispose of said iron framework as it sees fit.

WITNESS MY SIGNATURE on this, the _____ day of _____, 2019.

CLEEN COTE, INC.
A Mississippi Corporation

BY: _____
Authorized Signer

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2019, within my jurisdiction, the within named _____, who acknowledged that he is _____ of Cleen Cote, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

NOTARY PUBLIC

My commission expires:
