

✓ **TOWN OF CHELSEA**  
**P.O.Box 111**  
**Chelsea, Alabama 35043**

**CERTIFICATION  
OF  
ANNEXATION ORDINANCE**

Inst # 2000-22564

07/06/2000-22564  
01:07 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
011 MMS 33.50

Ordinance Number: X-98-02-16-069

Property Owner(s): Philips, Jack J. and Johnnie M.

Property: Parcel No. 15-2-09-0-000-005-004 and part of  
Parcel No. 15-2-09-0-000-005-003 in the NE 1/4 of SW 1/4 of  
Section 9, Township 20 South. Range 1 West

I, Robert A. Wanninger, Town Clerk of the Town of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the Town Council of Chelsea, at a regular meeting held on February 16, 1998, as same appears in minutes of record of said meeting, and published by posting copies thereof on February 20, 1998 at the public places listed below, which copies remained posted for five business days (through February 27, 1998).

Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043

First National Bank of Shelby County, Chelsea Branch, Highway 280, Chelsea, Alabama 35043

First Bank of Chelsea, Highway 280, Chelsea, Alabama 35043

  
Robert A. Wanninger, Town Clerk

**TOWN OF CHELSEA, ALABAMA**

**ANNEXATION ORDINANCE NO. X-98-02-16-069**

PROPERTY OWNER(S): Phillips, Jack J. and Johnnie M.

PROPERTY: Parcel #15-2-09-0-000-005-004 and that part of  
Parcel #15-2-09-0-000-005-003 in the NW ¼ of SW ¼ of  
Section 9, Township 20 South, Range 1 West

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, a written petition has been signed by all of the owners of the property designated in the attached copies of deed(s) and subdivision resurvey plat (Exhibit B, pages 1-6) and shown on the attached map (Exhibit C) requesting that said property be annexed to the Town of Chelsea; and

Whereas, said petition contains an accurate description of the property proposed to be annexed together with a map of the said property showing its relationship to the corporate limits of Chelsea; and

Whereas, said petition has been filed with the Chelsea town clerk; and

Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation which together is contiguous to the corporate limits of Chelsea; and

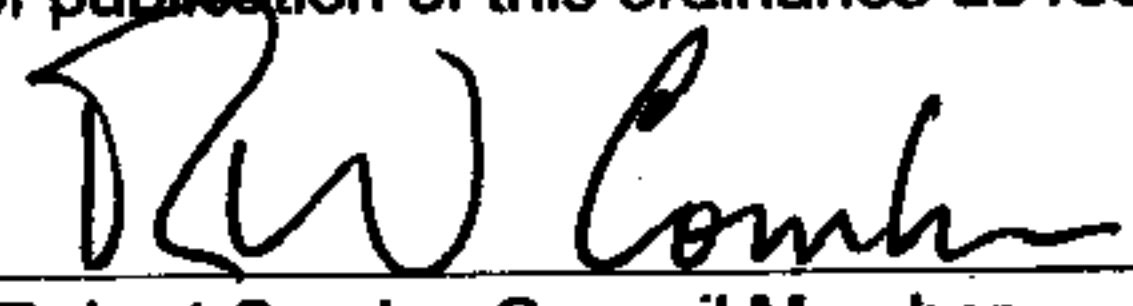
Whereas, said territory does not lie within the corporate limits of any other municipality; and

Whereas, even though said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Pelham overlap, the said property is less-than-equidistant from the respective corporate limits of Chelsea and Pelham (i.e. it is closer to the corporate limits of Chelsea than to the corporate limits of Pelham).

Therefore, be it ordained that the town council of the Town of Chelsea assents to the said annexation: and

Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the Town of Chelsea upon the date of publication of this ordinance as required by law.

  
Earl Niven, Mayor

  
Robert Combs, Council Member

  
Glen Autry, Jr., Council Member

  
Earlene Isbell, Council Member

  
Shelby Blackerby, Council Member

  
John Ritchie, Council Member

Passed and approved 16<sup>TH</sup> day of FEBRUARY, 1998.

  
Robert A. Wanninger, Town Clerk

Town Clerk  
Town of Chelsea  
P. O. Box 111  
Chelsea, Alabama 35043

### PETITION FOR ANNEXATION

The undersigned owner(s) of the property which is described in the attached "Exhibit A" and which either is contiguous to the corporate limits of the town of Chelsea, or is a part of a group of properties which together are contiguous to the corporate limits of Chelsea, do hereby petition the town of Chelsea to annex said property into the corporate limits of the municipality.

Done this 21 day of JANUARY, 1998.

Dorrie Barnes  
Witness

Jan J. P. Mini  
Owner

5362 Meadow Brook Rd  
Mailing Address  
B'ham, AL 35242  
Chelsea, ALA  
Property Address (if different)  
991-0850  
Telephone no.

Dorrie Barnes  
Witness

John Phillips  
Owner

5362 Meadow Brook Rd  
Mailing Address  
B'ham, AL 35242  
Chelsea, AL  
Property Address (if different)  
991-0850  
Telephone no.

(All owners listed on the deed must sign)

revised 11/97

This Instrument Prepared By:  
James F. Burford, III  
Attorney at Law  
Suite 200, 100 Vestavia Office Park  
Birmingham, Alabama 35216

Send Tax Notice To:

Jack J. Phillips  
5362 Meadowbrook Road  
Birmingham, AL 35242

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**  
STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eighty Two Thousand Five Hundred and No/100 Dollars (\$82,500.00), to the undersigned GRANTOR or GRANTORS in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, Crossbrook Properties Third Sector, an Alabama General Partnership (herein referred to as GRANTORS) do grant, bargain, sell and convey unto Jack J. Phillips and Johnnie M. Phillips (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to-wit:

Tract 2, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7 and 8, as recorded in Map Book 13, Page 148 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Ad valorem taxes due in the year 1990 and thereafter. (2) Public utility easement as shown by recorded plat, including an 83 foot easement through North one half for Colonial Pipeline. (3) Declaration of Covenants, Conditions and Restrictions of Crossbrook Farms, Third Sector, Revised as recorded in Real 270, Page 717 and By-Laws relating thereto recorded in Real 170, Page 747; Articles of Incorporation of Crossbrook Third Sector Homeowners Association, Inc. as recorded in Real 270, Page 742 and Incorporation Book 40, Page 456 in Probate Office. (4) Easement to Colonial Pipeline Co. as shown by instrument recorded in Deed Book 224, Page 477 and supplemental amendment agreement as recorded in Deed Book 267, Page 205 in Probate Office. (5) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 171, Page 847 in Probate Office. (6) Subdivision is to provide for construction of single family residences only, as shown by recorded plat. (7) Easement to Plantation Pipeline Co. as shown by instrument recorded in Deed Book 254, Page 515 in Probate Office. (8) Easement to Alabama Power Company as shown by instrument recorded in Real 270, Page 199 in Probate Office. (9) Restrictions, covenants and conditions, easements and rights of way to be recorded. (10) Reservation as to easement for ingress and egress as set out in Real 171, Page 847 in Probate Office.

669  
305  
BOOK

Crossbrook Properties Third Sector, an Alabama General Partnership, is comprised solely of Randall H. Goggans and J. C. Hearn Co., Inc.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and

convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Crossbrook Properties Third Sector, an Alabama General Partnership, by J. C. Hearn Co., Inc., by John C. Hearn, its President and Randall H. Goggans, its partners, who are authorized to execute this conveyance, have hereto set their signatures and seals, this the 3 day of August, 1990.

CROSSBROOK PROPERTIES THIRD SECTOR, an Alabama General Partnership

J. C. HEARN CO., INC., its Partner

BY: John C. Hearn  
John C. Hearn  
Its President

BY: Randall H. Goggans  
Randall H. Goggans  
Its Partner

STATE OF California  
COUNTY OF Riverside

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John C. Hearn, whose name as President of J. C. Hearn Co., Inc., partner of Crossbrook Properties Third Sector, an Alabama General Partnership, 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 said conveyance, he, as President of J. C. Hearn Co., Inc., Partner of Crossbrook Properties Third Sector, an Alabama General Partnership, executed the same voluntarily for and as the act of said corporation for and as the act of said general partnership, on the day the same bears date.

Given under my hand this 3 day of July, 1990.



Christina R Gallego  
Notary Public

My Commission Expires: Jan 22, 1993

BOOK 305 670

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans, whose name as partner of Crossbrook Properties Third Sector, an Alabama General Partnership, 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 said conveyance, he, as Partner of Crossbrook Properties Third Sector, an Alabama General Partnership, executed the same voluntarily for and as the act of said general partnership, on the day the same bears date.

Given under my hand this 3 day of August, 1990.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

90 AUG 16 AM 10:11

J. T. [Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

- 1. Bond Tax ----- \$1.50
- 2. Notary Fee ----- 3.00
- 3. [unclear] ----- 3.00
- 4. [unclear] ----- 1.00
- 5. [unclear] -----
- 6. [unclear] -----

JUDGE OF PROBATE

CROSSBROOK PROPERTIES THIRD  
SECTOR, AN ALABAMA GENERAL  
PARTNERSHIP

By: Randall H. Goggans  
Randall H. Goggans  
Its: General Partner

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, whose name as General Partner of CROSSBROOK PROPERTIES THIRD SECTOR, AN ALABAMA GENERAL PARTNERSHIP, 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 said conveyance, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and seal this 2 day of JUNE,  
1993.

[Signature]  
Notary Public  
My Commission Expires: 3-1-94

Inst # 1993-16491

This Instrument Prepared By:  
James F. Burford, III  
Suite 200, 100 Vestavia Office Park  
Birmingham, Alabama 35216

Send Tax Notice To:  
JACK PHILLIPS  
5362 MEADOW BROOK RD.  
PHENIXIA, AL. 35242

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA )  
SHELBY COUNTY ) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Sixty-Nine Thousand Seven Hundred Ninety-Five and No/100 Dollars (\$69,795.00) comprised of exchange of property valued at Thirty-Three Thousand Five Hundred and No/100 Dollars (\$33,500.00) plus cash of Thirty-Six Thousand Two Hundred Ninety-Five and No/100 Dollars (\$36,295.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, CROSSBROOK PROPERTIES THIRD SECTOR, AN ALABAMA GENERAL PARTNERSHIP, (herein referred to as GRANTORS) do grant, bargain, sell and convey unto JACK J. PHILLIPS and JOHNNIE M. PHILLIPS (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivors of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: (1) Taxes due in the year 1993 and thereafter. (2) Public utility easements as shown by recorded plat, including 83 foot for Colonial Pipeline and 60 foot for access road; (3) Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 270, Page 717 and Map Book 13, Pages 94 and 148 in Probate Office; (4) Right(s)-of-Way(s) granted to Colonial Pipeline by instrument(s) recorded in Real 224, Page 477 and Supplemental Agreement as recorded in Real 267, Page 205 in Probate Office; (5) Easement(s) to Alabama Power Company as shown by instrument recorded as Instrument #1992-26803 in Probate Office; (6) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 171, Page 842 in Probate Office; (7) Rights of others to use of private access easement as recorded in Real 270, Page 717 in Probate Office.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivors of them in fee simple, for and during the joint lives of the survivors, and upon the death of either of the survivors, then to the survivor of the survivors in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, CROSSBROOK PROPERTIES THIRD SECTOR, AN ALABAMA GENERAL PARTNERSHIP has set its hand and seal, this 2 day of JUNE, 1993.

Inst # 1993-16491

06/08/1993-16491  
12:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DDB HCB H.S.

PROPERTY OWNER(S): Phillips, Jack J. and Johnnie M.

PROPERTY: Parcel #15-2-09-0-000-005-004 and that part of Parcel #15-2-09-0-000-005-003 in the NW ¼ of SW ¼ of Section 9, Township 20 South, Range 1 West

### PROPERTY DESCRIPTION

The above-noted property, for which annexation into Chelsea is requested in this petition, is the property identified as Tract 1 and Tract 2 of Crossbrook Farms, Third Sector A LESS AND EXCEPT the south portion of Tract 1 which lies within the SW ¼ of SW ¼ of said Section 9 which already is within the municipal limits of the Town of Chelsea. Said property, for which annexation into Chelsea is hereby requested is described and shown in the two deeds and the subdivision resurvey plat which are attached as Exhibit B. Said documents have been recorded with the Shelby County judge of probate in Real Book 305, pages 669 & 670 (Exhibit B, pages 1 & 2), as Instrument Number 1993-16491 (Exhibit B, pages 3-5), and in Map Book 13, page 148 (Exhibit B, page 6).

Further, the said property for which annexation into Chelsea is requested in this petition is shown on the attached map (Exhibit C) as Parcel # 5.004 and that part of Parcel # 5.003 in the NW ¼ of SW ¼ of said Section 9. Said map also shows the contiguous relationship of said property to the corporate limits of Chelsea.

The said property for which annexation into Chelsea is requested in this petition does not lie within the corporate limits of any other municipality, but said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Pelham overlap. However, said property is less-than-equidistant from the respective corporate limits of Chelsea and Pelham (i.e. said property is closer to the corporate limits of Chelsea than to the corporate limits of Pelham) pursuant to Section 11-42-21, Code of Alabama (1975).



Tract 1, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7 and 8, as recorded in Map Book 13 page 148, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also, rights to use of easement for ingress and egress described as follows:

From the SW Corner of Section 9, Township 20 South, Range 1 West, run thence North along the West boundary of said Section 9 a distance of 1295.47 feet to the point of beginning of the centerline of a 60.0 foot road easement; thence turn 90 deg. 26 min. 49 sec. right and run 72.50 feet to the radius point of a 100.0 foot cul-de-sac; thence continue along said course a distance of 50.0 feet; thence turn 06 deg. 51 min. 40 sec. right and run 263.0 feet; thence turn 21 deg. 32 min. 30 sec. right and run 313.37 feet; thence turn 20 deg. 17 min. 14 sec. left and run 250.97 feet; thence turn 77 deg. 48 min. 06 sec. left and run 270.90 feet; thence turn 68 deg. 52 min. 26 sec. right and run 310.0 feet; thence turn 89 deg. 30 min. 45 sec. left and run 705.07 feet to a radius point of a 100.0 foot cul-de-sac; thence turn, 180 deg. 00 min. right and run 1370.15 feet to the radius point of a 100.0 foot

cul-de-sac; thence turn 90 deg. 15 min. 13 sec. left and run 695.31 feet to the radius point of a 100.0 foot cul-de-sac, said point and cus-de-sac being the termination point of herein described easement.

Inst # 1993-16491

06/08/1993-16491  
12:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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