CERTIFICATION OF ANNEXATION ORDINANCE

10/17/1995-29615 11=16 AM CERTIFIED SHELDY COUNTY JUDGE OF PROBATE

Ordinance Number: 95-09-12-030

Property Owner(s): Wilson, A.C. \$ Boykin, J.W.

Property: Part of Parcel No. 09-8-33-0-001-009-000

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 special meeting held on September 12, 1995, as same appears in minutes of record of said meeting, and published by posting copies thereof on September 13, 1995, at the public places listed below, which copies remained posted for five business days (through September 19, 1995).

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

First National Bank of Columbiana, Chelsea Branch, Highway 280, Chelsea, Alabama 35043

U.S. Post Office, Chelsea Branch, 1496 New Highway 280, Chelsea, Alabama 35043

Robert A. Wanninger, Town Clerk

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TOWN OF CHELSEA, ALABAMA

ANNEXATION ORDINANCE NO. 95-09-12-030

PROPERTY OWNER(S):

Wilson, A. C. & Boykin, J. W.

PROPERTY:

Part of Parcel No. 09-8-33-0-001-009-000

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975), BE IT ORDAINED BY THE TOWN COUNCIL OF CHELSEA, ALABAMA, that Chelsea does hereby honor the request(s) for annexation filed by the owner(s) of the real property which is contiguous to the existing corporate limits of Chelsea, or which is a part of a group of properties submitted at the same time for annexation which together are contiguous to the corporate limits of Chelsea, as described in the attached Petition of Annexation, Property Description, deed(s), and map of said property. Said property is located and contained within an area contiguous to the corporate limits of Chelsea. Since said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Pelham overlap, the boundary of the annexation of said property, or the boundary of the annexation of the said group of properties of which said property is a part, is a line that is equidistant between the corporate limits of Chelsea and the corporate limits of Pelham or is a line that is closer to the corporate limits of Chelsea than to the corporate limits of Pelham.

This ordinance shall go into effect upon the passage and publication as required by law.

Fa I Miner	Tobril Combin
Earl Niven, Mayor	Robert Combs, Council Member
de at a	Earline Isbell
Glen Autry, Jr., Council Member	Earlene Isbell, Council Member
Carol Beavers, Council Member	John Ritchie, Council Member
Carol Beavers, Council vicinoes	
Passed and approved day or	f <i>S-DT</i> , 1995.

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 is 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.

<u>v</u> , 1995.
Owner Owner Mailing Address Chelsea AL
Property Address (if different) 678 - 6805 Telephone No.
Dane W. Boykin Owner 21 Wilson Rd Chelse a
Mailing Address SHIVE Property Address (if different) 678 - 6805 Telephone No.

(All owners listed on the deed must sign)

This instrument was prepared by

(Name)

Harrison, Conwill & Harrison

Attorneys at Law

(Address) Columbiana, Alabama 35051



Jefferson Land Tille Services Co., 9 AGENTS FOR

Mississippi Valley Tale Insurance Company

Warranty deed, jointly for life with remainder to survivor—

STATE OF ALABAMA SHELBY

KNOW ALL MEN BY THESE PRESENTS.

480

巨xhibit A Page 2 of 3

That in consideration of One and no/100----and other good and valuable consideration

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged,

Clarence Anthony Wilson and wife, Adell Craddock Wilson

(herein referred to as grantors) do grant, bargain, sell and convey unto

Clarence Anthony Wilson, (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivo of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situate in Shelby

Begin at the SE corner of Section 33, Township 19, Range 1 West; thence run Westerly along the South boundary line of said Section 33, 620 feet; thence r northerly parallel to the East boundary line of said Section 33 for 700 feet; thence turn an angle of 90 deg. to the left and run westerly 715 feet more or less to a point on the west boundary line of the SE% of the SE% of Section 33 Township 19 South, Range 1 West; thence run northerly along the west boundary line of SEt of the SEt of Section 33, Township 19 South, Range 1 West for 64. feet, more or less, to a point in the center of a dirt road; thence turn an angle of 58 deg. 03 min. 40 sec. to the right and run northeasterly along the center of said dirt road 127.38 feet; thence turn an angle of 23 deg. 13 min. the left and continue along the center of said dirt road 373.89 feet; thence turn an angle of 7 deg. 01 min. to the right and continue along the center of ≅ said dirt road 172.8 feet; thence turn an angle of 14 deg. 55 min. to the lef _ and continue northeasterly along the center of said dirt road 62 deg. 97 min. ightharpoonup more or less to the point of intersection of said dirt road and the north 为 boundary line of the SE表 of the SE表 of Section 33, Township 19 South, Range] West; thence run easterly along the north boundary line of the SEk of the Sun 答 of Section 33, Township 19, Range 1 West for 880 feet more or less to the NE corner of the SE% of SE% of Section 33. Township 19. Range 1 West: thence run corner of the SE% of SE% of Section 33, Township 19, Range 1 West; thence run southeasterly along the East boundary line of the SE% of Section 33, Township 19, Range 1 West to the point of beginning. Situated in Shelby County, Alabama. Mineral and mining rights excepted.

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 contingen remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES their heirs and assigns, that I mm (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our

OUT hand(s) and seal(s), this
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Elevence A. Millon (s.
Clarence Anthony Wilson Adell Craddock Wilson (Se
Se
Ar . E O 7. O O 7. O O So General Acknowledgment
*

on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 25th day of Canuarty

Exhibit A Page 1 of 3

PROPERTY OWNER(S): Wilson, A. C. & Boykin, J. W.

PROPERTY: Part of Parcel No. 09-8-33-0-001-009-000

PROPERTY DESCRIPTION

The above-noted property, for which annexation into Chelsea is requested in this petition, is all of the property described in the attached copy of the deed (Exhibit A, p. 2) from Deed Book 337, page 464, lying west of a curved line with a radius of three (3) miles, said radius beginning at the northwest corner of Section 31, Township 19 South, Range 1 West, and ending at the northeast corner of Section 33, Township 19 South, Range 1 West, said curved line running in a southwesterly direction along an arc established by said three-mile radius.

The property is shown in orange as part of Parcel No. 9 on the attached map (Exhibit A, p. 3). This property is contiguous to the corporate limits of Chelsea. In addition, pursuant to Section 11-42-21, Code of Alabama (1975), this group of properties together 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).

