

**CERTIFICATION
OF
ANNEXATION ORDINANCE**

Ordinance Number: 95-09-19-046

Property Owner(s): Double Mountain, L.L.C.

Property: A 60-foot strip only in Parcel No. 09-9-32-0-000-003-000 and

Parcel No. 09-9-31-0-000-003-002

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 19, 1995, as same appears in minutes of record of said meeting, and published by posting copies thereof on September 20, 1995, at the public places listed below, which copies remained posted for five business days (through September 26, 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

Inst # 1995-29633

10/17/1995-29633
11:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 MCI 38.50

Return to Pat

TOWN OF CHELSEA, ALABAMA

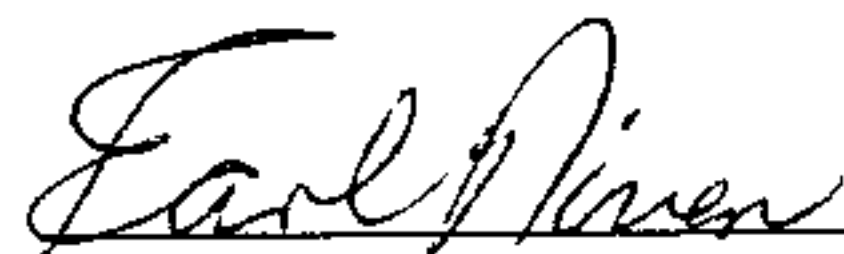
ANNEXATION ORDINANCE NO. 95-09-19-046

PROPERTY OWNER(S): Double Mountain, L. L. C.

PROPERTY: A 60-foot wide strip only in Parcel No. 09-9-32-0-000-003-000
and Parcel No. 09-9-31-0-000-003-002

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.


Earl Niven, Mayor


Robert Combs, Council Member


Glen Autry, Jr., Council Member


Earlene Isbell, Council Member


Carol Beavers, Council Member


John Ritchie, Council Member

Passed and approved 19 day of SEPTEMBER, 1995.


Robert A. Wanning, Clerk

PAUL B. SHAW JR., P.C.

ATTORNEY AT LAW

810 PARK PLACE TOWER
2001 PARK PLACE NORTH
BIRMINGHAM, ALABAMA 35203

(205) 322-2772 FACSIMILE (205) 322-2774

September 19, 1995

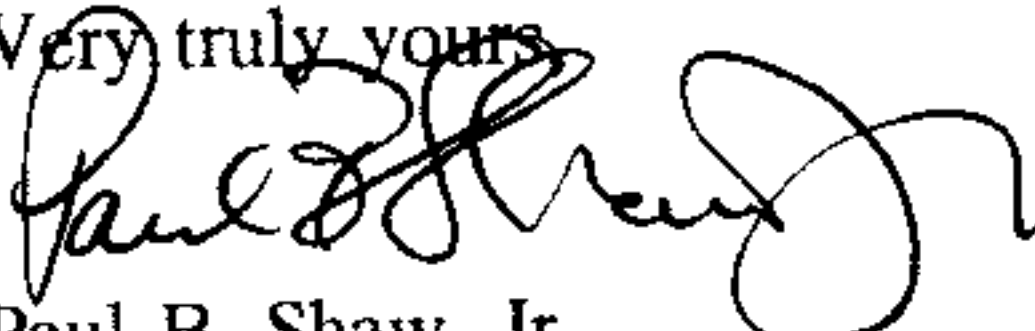
TOWN CLERK
Chelsea, AL 35043

Re: Petition for Annexation of Property of Double Mountain, L.L.C.

Dear Sir,

The Members of Double Mountain, L.L.C., as owners of the property described on "Exhibit A", submit the attached Petition for Annexation.

Very truly yours,

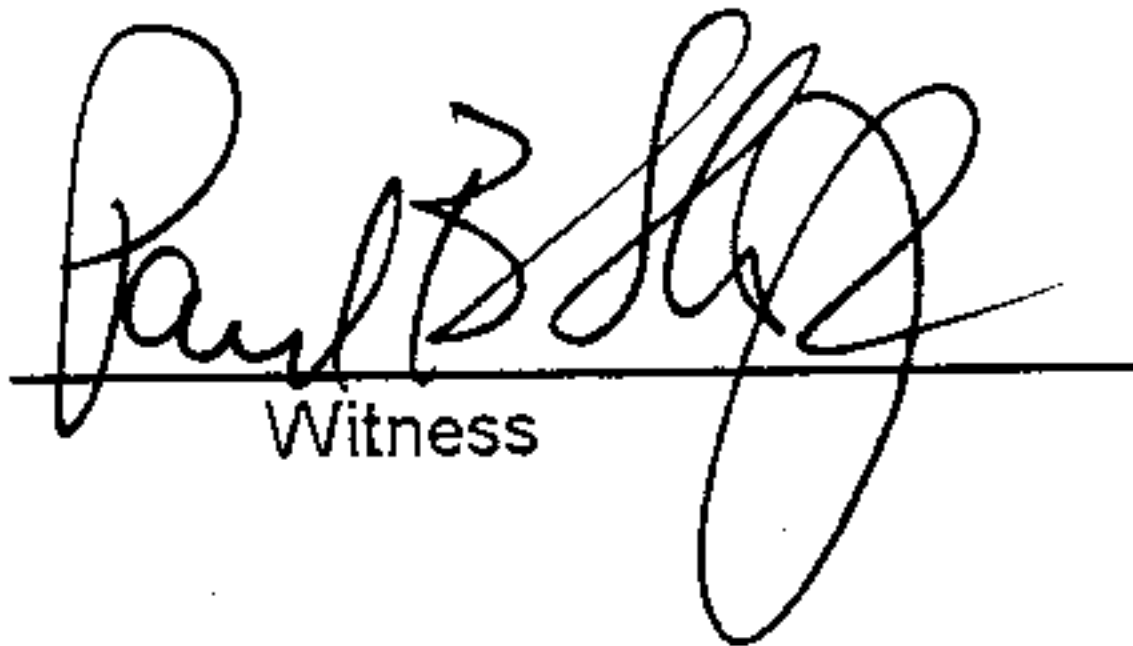

Paul B. Shaw, Jr.

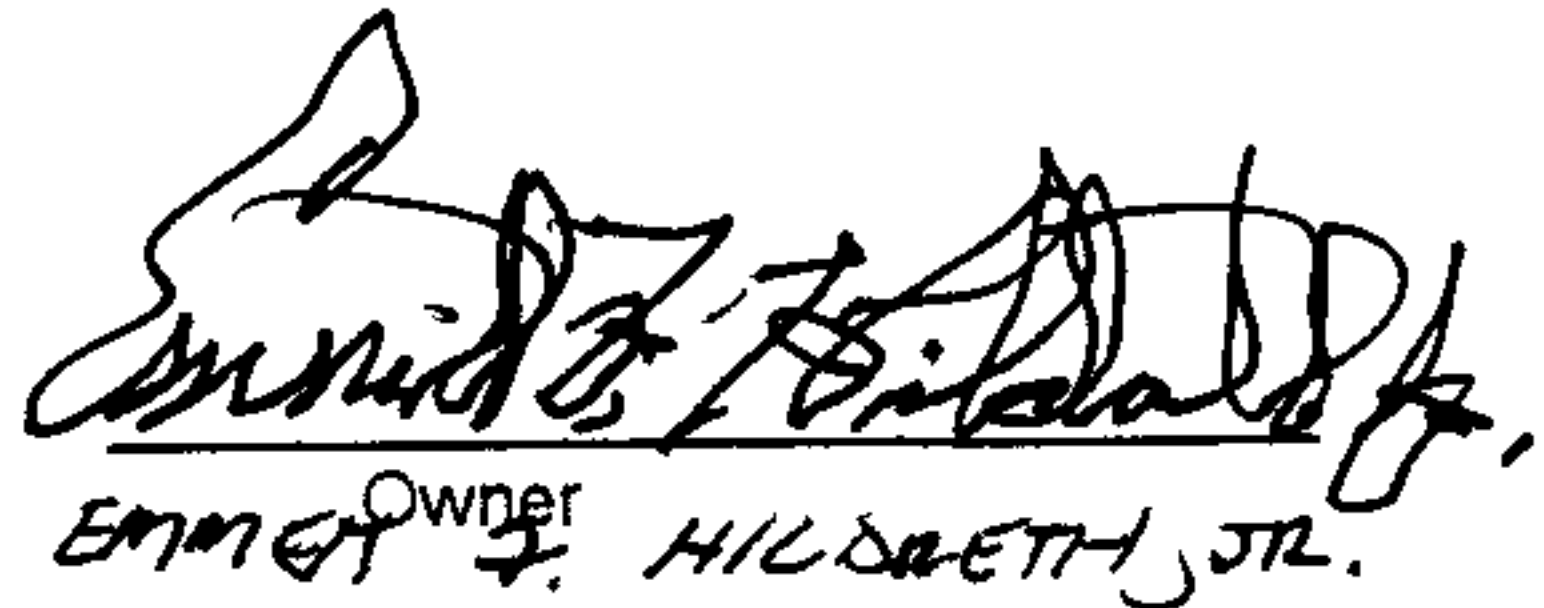
Town Clerk
Town of Chelsea
P. O. Box 111
Chelsea, Alabama 35043

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 19th day of September, 1995.


Witness

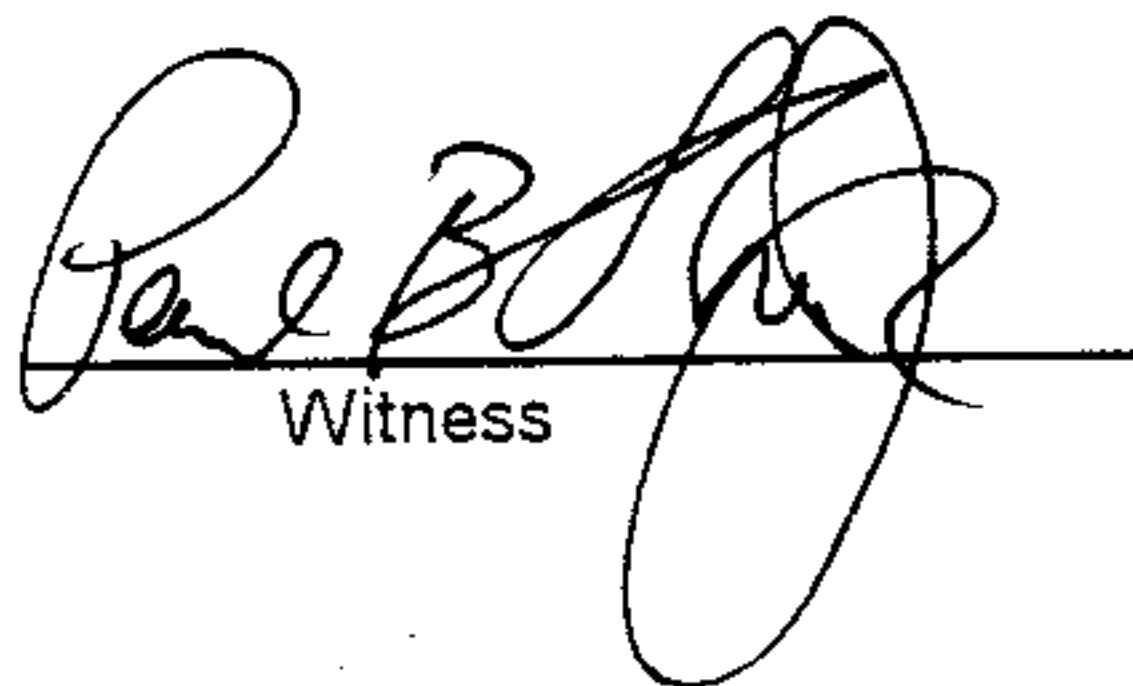

Owner
EMMET F. HILDAETH, JR.

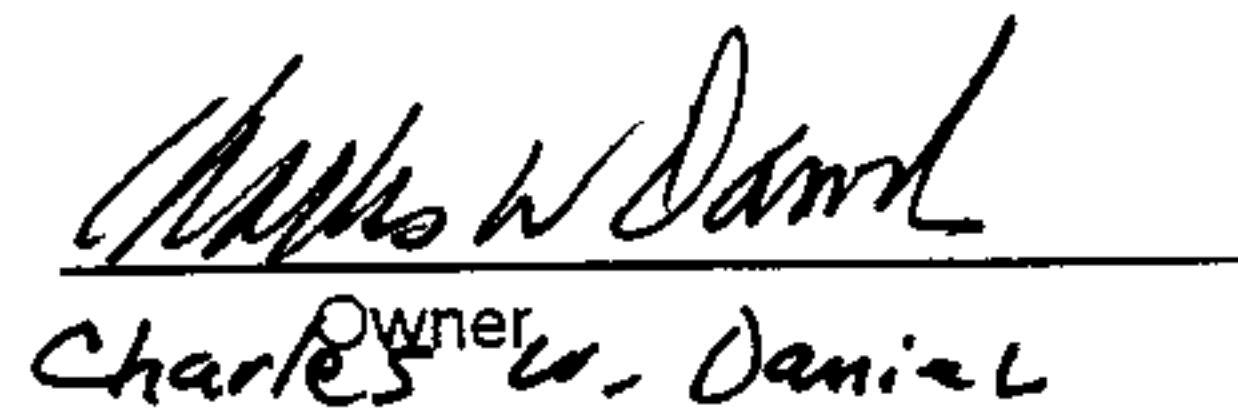
Mailing Address

See Exhibit "A"

Property Address(if different)

Telephone no.


Witness


Owner
Charles W. Daniel

Mailing Address

See Exhibit "A"

Property Address(if different)

Telephone no.

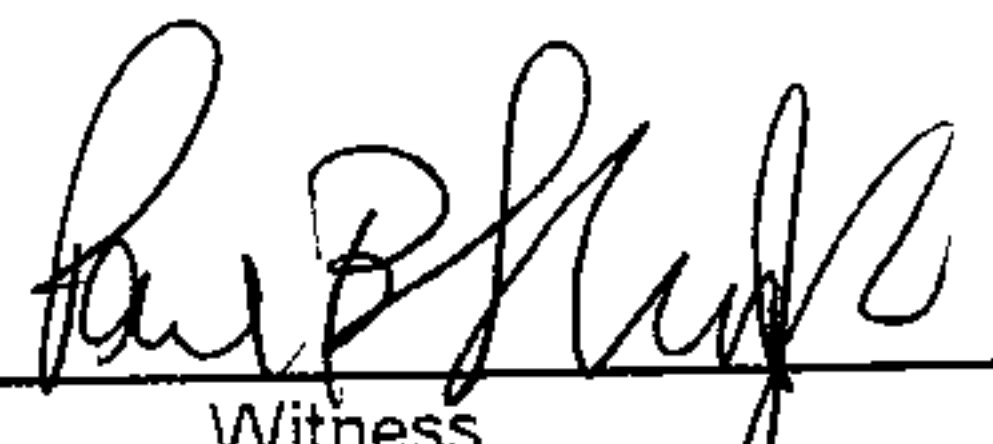
(All owners listed on the deed must sign)

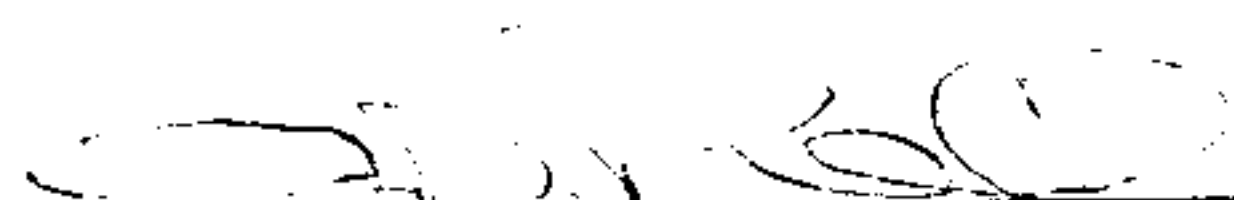
Town Clerk
Town of Chelsea
P. O. Box 111
Chelsea, Alabama 35043

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 19th day of September, 1995.


Witness



Alan Owner PERLIS


Mailing Address

See Exhibit "A"

Property Address(if different)

Telephone no.


Witness


Paul B. SHAW, JR. Owner

Mailing Address

See Exhibit "A"

Property Address(if different)

Telephone no.

(All owners listed on the deed must sign)

PROPERTY OWNER(S): Double Mountain, L. L. C.

PROPERTY: A 60-foot wide strip only in Parcel No. 09-9-32-0-000-003-000
and Parcel No. 09-9-31-0-000-003-002

PROPERTY DESCRIPTION

Annexation into Chelsea is requested for a strip of land sixty (60) feet wide and approximately one mile long, said strip being located adjacent to, and immediately south of, the north boundary line of the south one-half of the southeast quarter (S1/2 of SE 1/4) of Section 31, and the north boundary line of the south 1/2 of the southwest quarter (S1/2 of SW1/4) of Section 32, both being in Township 19 South, Range 1 West, Shelby County, Alabama.

This 60-foot wide property is contiguous to the corporate limits of Chelsea. In addition, pursuant to Section 11-42-21, Code of Alabama (1975), it 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). The strip is part of the property described in the attached deed (Exhibit A, pp. 2-7) from Instrument No. 1994-29305. It is shown in orange as part of Parcel No. 03 and part of Parcel No. 03.02 on the attached map (Exhibit A, p. 8).

THIS INSTRUMENT PREPARED BY:

William S. Wright
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201
(205) 251-8100

STATE OF ALABAMA)

WARRANTY DEED

SHELBY COUNTY)

THIS INDENTURE, made and entered into on this the 20th day of September, 1994, by and between **KIMBERLY-CLARK CORPORATION**, a corporation, hereinafter referred to as "Grantor", and [REDACTED] limited liability company, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the payment of FOUR MILLION TWO HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED FIFTY-FIVE AND 40/100 DOLLARS (\$4,294,855.40), by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL and CONVEY** unto the Grantee, the real estate situated in Shelby County, Alabama, described on Exhibit A hereto which is incorporated herein by this reference.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns in fee simple, forever.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to the following:

1. All easements, restrictions, rights-of-way, roadways, public utilities and other easements heretofore filed for record which affect such property, mineral and mining rights owned by others, ad valorem taxes as may be assessed or become due after the date hereof, and all liens therefor, including any additional taxes levied as a result of the conversion of the property from its current use, all of which shall be paid by Grantee, other than 1994 ad valorem taxes based on the current use assessment which shall be paid by Grantor to the extent of such current use assessment, and any exceptions listed in any title commitment obtained by Grantee; and
2. Any other items set forth in Exhibit B hereto which is incorporated herein by this reference.

Inst # 1994-29305

09/27/1994-29305
12:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCO 23.00

Inst # 1994-29305

Catherine J. Little

IN WITNESS WHEREOF, Kimberly-Clark Corporation has caused these presents
to be executed by J. G. Grosklous, who is duly authorized thereto.

GRANTOR:

ATTEST:

KIMBERLY-CLARK CORPORATION

By: Barbara H. Paul
Its: Assistant Secretary
[CORPORATE SEAL]

By: J. G. Grosklous
J. G. Grosklous
Its: Executive Vice President



STATE OF GEORGIA)
COUNTY OF FULTON)

I, Gail R. Billion, a Notary Public in and for said County in said
State, hereby certify that J. G. Grosklous, whose name as Executive Vice President,
of Kimberly-Clark Corporation, 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, he, as such officer and with full authority, executed the same
voluntarily for and as the act of said corporation.

Given under my hand this the 26th day of September, 1994.

[NOTARIAL SEAL]

Gail R. Billion
Notary Public
My commission expires: 5/11/98

EXHIBIT A
TO WARRANTY DEED FROM KIMBERLY-CLARK CORPORATION
TO DOUBLE MOUNTAIN, L.L.C.

Description of Property

THE FOLLOWING PROPERTY SITUATED IN SHELBY COUNTY, ALABAMA:

TOWNSHIP 20 SOUTH, RANGE 1 WEST

- SECTION 5: West one-half of the Northwest Quarter.
Northeast Quarter of the Northwest Quarter
except 3.3 acres in the Southeast corner.
West 25 acres of the Southeast Quarter of the
Northwest Quarter.
- SECTION 6: North one-half less 0.9 acre, more or less,
lying on the West side of the Southwest
Quarter of the Northwest Quarter.
West one-half of the Southwest Quarter less
0.1 acre, more or less, lying in the
Northwest corner of the Northwest Quarter of
the Southwest Quarter.
East one-half of the Northeast Quarter of the
Southeast Quarter.
- SECTION 7: Northwest Quarter of the Northwest Quarter.

TOWNSHIP 20 SOUTH, RANGE 2 WEST

- SECTION 1: Southeast Quarter less 0.7 acre, more or
less, lying in the Northeast corner of the
Northeast Quarter of the Southeast Quarter.
South one-half of the Southwest Quarter.
- SECTION 2: South 6 acres of the Southwest Quarter of the
Southeast Quarter.
Southeast Quarter of the Southwest Quarter,
lying South of Shelby County Highway 11, less
5.1 acres, more or less, South of the
railroad.
Southwest Quarter of the Southwest Quarter
lying South of Shelby County Highway 11.
- SECTION 3: That part of the Southeast Quarter of the
Southeast Quarter lying South of Shelby
County Highway 11.
- SECTION 10: Northeast Quarter of the Northeast Quarter
lying South of Shelby County Highway 11.

Southeast Quarter of the Northeast Quarter.

West one-half of the Northeast Quarter lying South of Shelby County Highway 11, except 30 acres described as follows: Begin at the Northwest corner of the Southwest Quarter of the Northeast Quarter of said section and proceed S2°15'E for 155 feet to the point of beginning; thence S2°15'E for 988 feet; thence N57°45'E for 1,320 feet; thence N2°15'W for 990 feet; thence S57°45'W for 1,320 feet to the point of beginning.

Southeast Quarter.

Southeast Quarter of the Northwest Quarter lying South of Shelby County Highway 11.

East one-half of the Southwest Quarter.

Southwest Quarter of the Southwest Quarter lying South and east of Shelby County Highway 11.

Northwest Quarter of Southwest Quarter lying South of Shelby County Highway 11.

SECTION 11: All of Section.

SECTION 12: North one-half of the Northeast Quarter.

Southwest Quarter of the Northeast Quarter.

Northwest Quarter.

SECTION 13: Southwest Quarter of the Northeast Quarter.

Northwest Quarter.

Northwest Quarter of the Southwest Quarter.

SECTION 14: All of section except the Northwest Quarter of the Southeast Quarter.

SECTION 15: South one-half.

Northeast Quarter.

Southeast Quarter of the Northwest Quarter.

Northwest Quarter of the Northwest Quarter.

SECTION 16: East one-half of the Southeast Quarter.

Southeast Quarter of the Northeast Quarter, except the Northwest diagonal 7 acres.

Northeast Quarter of the Northeast Quarter lying South of Shelby County Highway 11.

SECTION 22: North one-half of the North one-half.

EXHIBIT B
TO WARRANTY DEED FROM KIMBERLY-CLARK CORPORATION
TO DOUBLE MOUNTAIN, L.L.C.

Additional Title Exceptions

- a) Rights of ways granted to Shelby County, Alabama by instruments recorded in Deed Book 180, Page 544, Deed Book 229, Page 489, Deed Book 229, Page 492, Deed Book 39, Page 469 and Deed Book 329, Page 365 in the Shelby County, Alabama Probate Office.
- b) Rights of ways granted to Alabama Power Company by instruments recorded in Deed Book 127, Page 336, Deed Book 126, Page 55, Deed Book 165, Page 105, Deed Book 127, Page 440 and Deed Book 131, Page 411 in the Shelby County, Alabama Probate Office.
- c) Rights of ways granted to Colonial Pipe Line by instruments recorded in Deed Book 222, Page 638, Deed Book 223, Page 825, Deed Book 112, Page 231 and Deed Book 283, Page 716 in the Shelby County, Alabama Probate Office.
- d) All roads, rights of ways and easements now located on the subject property.
- e) Railroad right of way reserved by South and North Alabama Railroad by Deed Book "T", Page 655 in the Shelby County, Alabama Probate Office.
- f) Right of way granted to Atlantic Birmingham & Atlantic Railroad by instrument recorded in Deed Book 40, Pages 106 and 108 in the Shelby County, Alabama Probate Office.
- g) Railroad right of way referred to in deed recorded in Deed Book 23, Page 100 in the Shelby County, Alabama Probate Office.
- h) Reservations of rights of way for South & North Alabama Railroad or L & N Railroad Company by instrument recorded in Deed Book 67, Page 132 in the Shelby County, Alabama Probate Office.
- i) Easement from Kimberly-Clark Corporation to Thomas Tillery dated June 3, 1977 and recorded in Deed Book 208, Page 771 in the Shelby County, Alabama Probate Office.
- j) Easement from Kimberly-Clark Corporation to Mrs. W. H. Walton dated August 19, 1974 and recorded in Deed Book 311, Page 414 in the Shelby County, Alabama Probate Office.
- k) Right of way to South Central Bell recorded in Deed Book 312, Page 440 in the Shelby County, Alabama Probate Office.
- l) Memorandum and Affidavit regarding oil and gas lease between Kimberly-Clark Corporation and The Anschutz Corporation dated February 9, 1982 and recorded in Misc. Book 45, Page 303 in the Shelby County, Alabama Probate Office.
- m) Gas Utility Facilities Easement between Kimberly-Clark Corporation and Alabama Gas Corporation dated December 14, 1992 and recorded as Instrument 1993-38321 in the Probate Office of Shelby County, Alabama.

- n) Easement to South Central Bell as recorded in Deed Book 274, Page 859 in the Shelby County, Alabama Probate Office.
- o) Memorandum to Oil and Gas Lease to Atlantic Richfield Company as recorded in Deed Book 324, Page 391 in the Shelby County, Alabama Probate Office.
- p) Easement to Alabama Power Company as set out by instrument recorded in Deed Book 299, Page 370 in the Shelby County, Alabama Probate Office.

Inst # 1994-29305

09/27/1994-29305
12:24 PM, CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 23.00

