

TOWN OF CHELSEA

**P.O. BOX 111
CHELSEA, ALABAMA 35043**

**CERTIFICATION
OF
ANNEXATION ORDINANCE**

Inst # 1997-01981

01/21/1997-01981
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HCB

Ordinance Number: X97-01-07-034

Property Owner(s): Kirkwood, William & Terry

Property: Parcel No. 09-8-28-0-001-025-001

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 January 7, 1997, as same appears in minutes of record of said meeting, and published by posting copies thereof on January 8, 1997 at the public places listed below, which copies remained posted for five business days (through January 14, 1997).

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. X97-01-07-034

PROPERTY OWNER(S): Kirkwood, William & Terry

PROPERTY: Parcel # 09-8-28-0-001-025-001


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 and which together are contiguous to the corporate limits of Chelsea, as described in the attached Petition of Annexation, Property Description, deed(s), and map(s) of said property. 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


Shelby Blackerby, Council Member


John Ritchie, Council Member

Passed and approved 7 day of JANUARY, 1996.


Robert A. Wanninger, Town Clerk

11-25-96

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 21st day of Dec., 1996.

Charles F. Lewis
Witness

William F. Kirkwood
Owner

117 Sunia Rd Chelsea
Mailing Address

Same as above
Property Address(if different)

678-8-251
Telephone no.

Charles F. Lewis
Witness

Gerry Kirkwood
Owner

117 Sunia Rd Chelsea
Mailing Address

117 Sunia Rd Chelsea
Property Address(if different)

678-8251
Telephone no.

(All owners listed on the deed must sign)

revised 11/96

PROPERTY OWNER(S): Kirkwood, William & Terry

PROPERTY: Parcel # 09-8-28-0-001-025-001

**DESCRIPTION OF PROPERTY FOR
ANNEXATION INTO CHELSEA**

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Exhibit A, page 2) from Deed Book 305, page 750. The said property is shown in orange as Parcel # 25.001 on the attached map (Exhibit A, page 3).

The said property is part of a group of properties submitted for annexation at the same meeting of the Chelsea town council. Those parcels in said group of properties approved for annexation prior to the consideration of the above-noted parcel in this petition are shown in blue on the attached map (Exhibit A, page 3).

Pursuant to Section 11-42-21, Code of Alabama (1975), the parcel for which annexation into Chelsea is requested in this petition, and all of the group of properties of which this parcel is a part which are submitted for annexation at the same time, are less-than-equidistant from the respective corporate limits of Chelsea and any other municipality (i.e., these parcels of land are closer to the corporate limits of Chelsea than to the corporate limits of any other municipality).

his instrument was prepared by

Name) Warren Smith P.O. Box 5745 Homewood Ala. 35209

Address)

Form 1-1-4 Rev. 1-66
WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$100.00 and no/100 - - - - - DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
James A. Dorsett and wife, Lila R. Dorsett
herein referred to as grantors) do grant, bargain, sell and convey unto

William Kirkwood and wife, Terry Kirkwood
(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:

A parcel of land located in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 28, Township 19 South, Range 1 West
more particularly described as follows: Commence at the Southwest corner of said SE $\frac{1}{4}$ of
SE $\frac{1}{4}$; thence turn an angle 28° 23' from the West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ and run northeasterly
for 278 feet, more or less to a point on the west bank of Yellow Leaf Creek and the point
of beginning; thence run South parallel to the West boundary line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ for
240 feet more or less to a point on the South boundary line of said $\frac{1}{4}$ $\frac{1}{4}$; thence run
West along said boundary of said $\frac{1}{4}$ $\frac{1}{4}$ for 135 feet more or less to the Southwest corner of
said $\frac{1}{4}$ $\frac{1}{4}$; thence run North along the West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ for 396.75 feet; thence
turn an angle of 12° 37' 30" right and run Northeasterly along an unpaved road for
279.09 feet; thence turn an angle 11° 31' right and continue Northeasterly along said
road for 65 feet to a point; thence run East parallel to the South boundary of said
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ for 190 feet more or less to a point on the West bank of Yellow Leaf Creek;
thence run Southerly following the meanderings of said West bank for 500 feet more or less
to the point of beginning. Less and except any portion lying within the right of way
of any public road, Contains 2.73 acres more or less. It is the intent of the Grantors
to convey all the Grantor's land in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of the North boundary
of the above described land.

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 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 am (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)
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, have hereunto set hand(s) and seal(s), this 5th
day of May, 1977.

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

1977 JUN -2 PM 1:49

James A. Dorsett, Jr.
JUDGE OF PROBATE

STATE OF ALABAMA
Shelby COUNTY

James A. Dorsett
James A Dorsett

Lila R. Dorsett
Lila R. Dorsett

General Acknowledgment

I, Warren G. Smith, a Notary Public in and for said County, in said State,
hereby certify that James A. Dorsett and wife, Lila R. Dorsett
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me
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 5th day of May, 1977.

RE 3 Box 1480

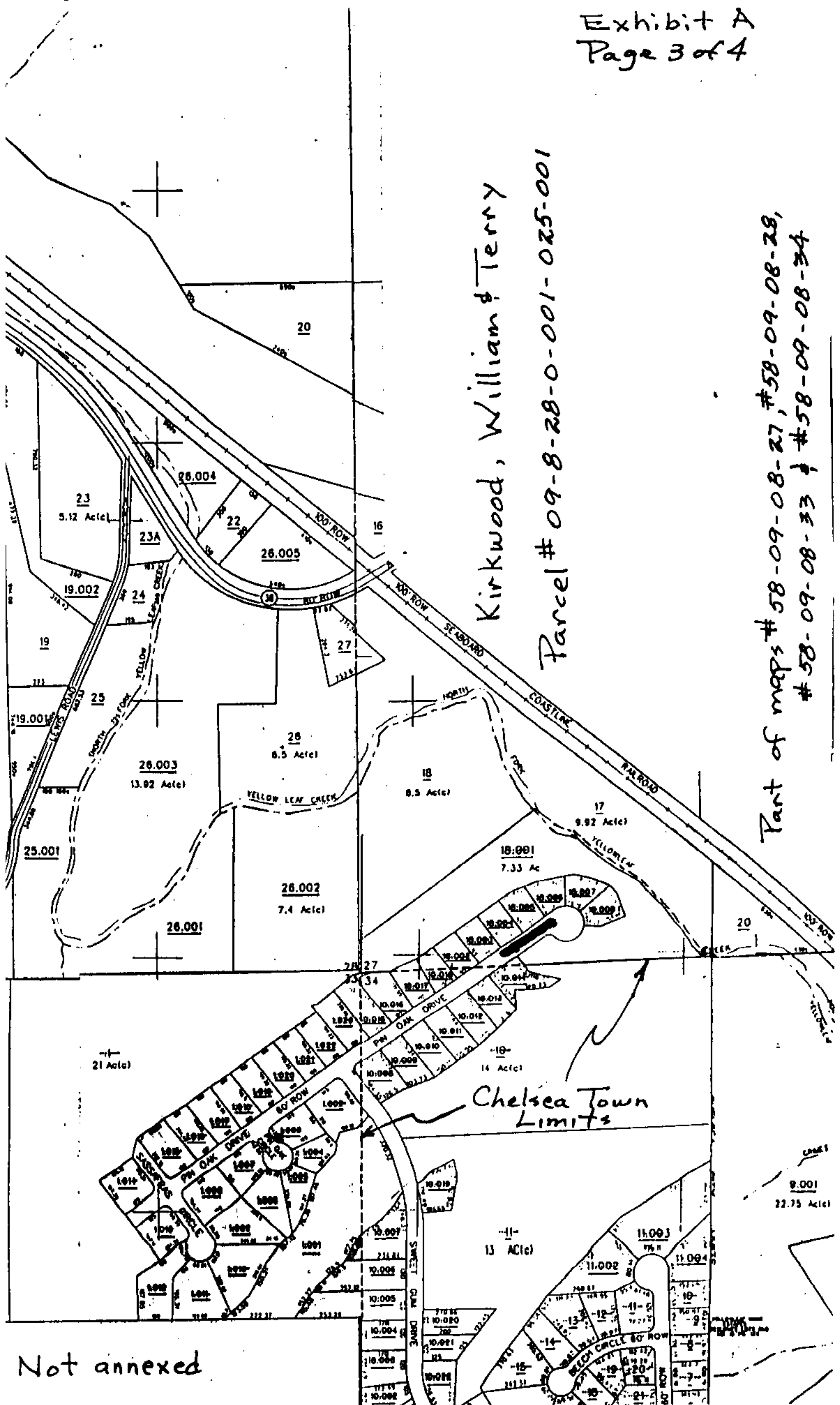
Alabama 35007

Notary Public

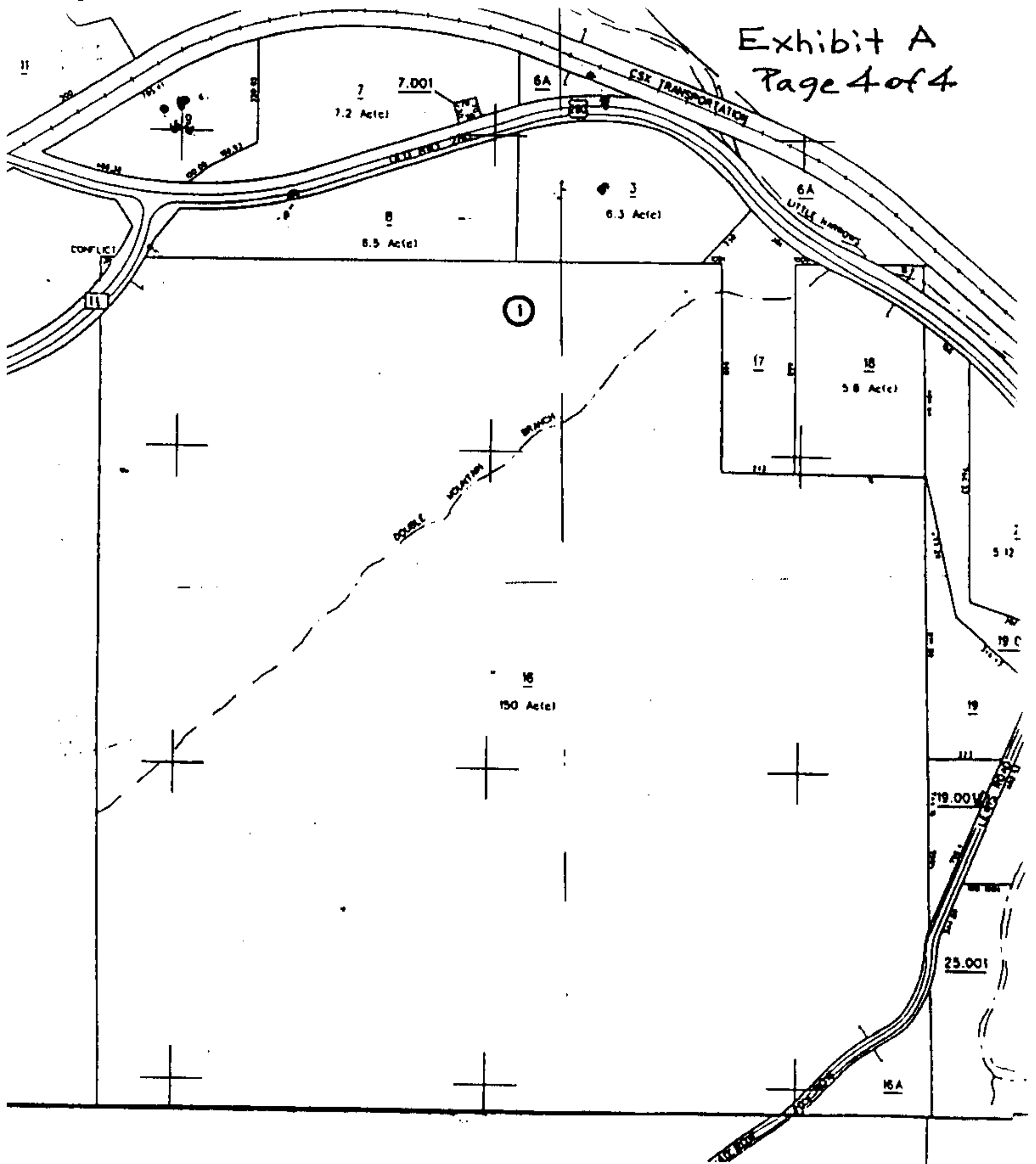
Kirkwood, William & Terry

Parcel # 09-8-28-0-001-025-001

Part of maps # 58-09-08-27, # 58-09-08-28,
58-09-08-33 & # 58-09-08-34



Not annexed



Kirkwood, William & Terry
Parcel # 09-8-28-0-001-025-001

Inst # 1997-01981

Part of map 58-09-08-28

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SHELBY COUNTY JUDGE OF PROBATE
007 NCB 23.50