

Town of Chelsea

P.O. Box 111
Chelsea, Alabama

RECEIVED

OCT 24 2000

PROBATE JUDGE'S OFFICE

**Certification
Of
Annexation Ordinance**

Ordinance Number: X-00-10-16-130

Property Owner(s): Robert C. Baker, Jr. and Marcella V. Baker

Property: 09-8-27-0-001-018.007

I, Robert 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 the regular meeting held on October 16, 2000, as same appears in minutes of record of said meeting, and published by posting copies thereof on October 17, 2000 at the public places listed below, which copies remained posted for five business days (through October 23, 2000).

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

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

U.S. Post Office, Highway 280, Chelsea, Alabama 35043


Robert A. Wanninger, Town Clerk

Inst # 2000-37923

11/01/2000-37923
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CJ1 26.00

Town of Chelsea, Alabama

Annexation Ordinance No. X-00-10-16-130

Property Owner(s): Robert C. Baker Jr. and Marcella V. Baker

Property: 09-8-27-0-001-018.007

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

Whereas, the attached written petition requesting that the above-noted property be annexed to the Town of Chelsea has been filed with the Chelsea town clerk; and

Whereas, said petition has been signed by the owner of said property; and

Whereas, said petition contains (as Petition Exhibits A&B) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; 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;

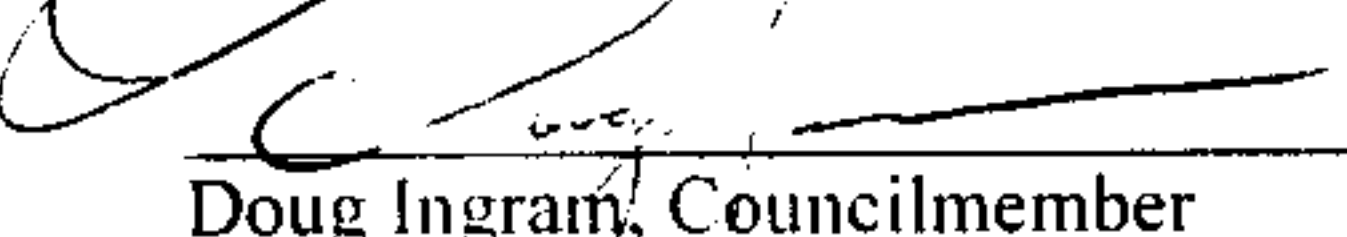
Whereas, said territory does not lie within the corporate limits of any other municipality; and
Whereas, even though said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Pelham overlap, the said property is less-than-equidistant from the respective 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

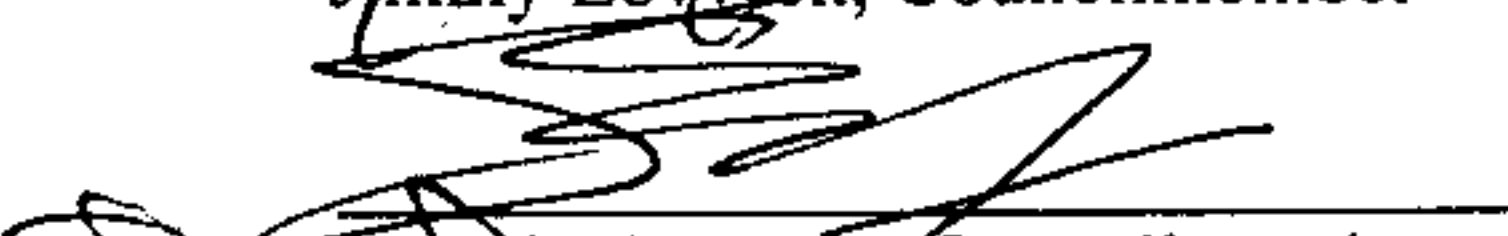
Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the Town of Chelsea upon the date of publication of this ordinance as required by law.

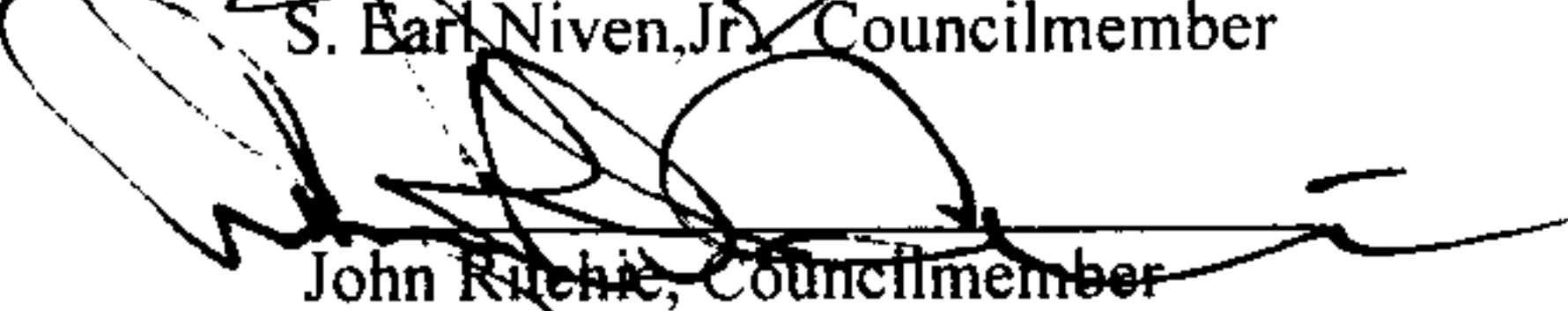

Earl Niven, Mayor


Allen Boone, Councilmember


Doug Ingram, Councilmember


Jimmy Lovvorn, Councilmember


S. Earl Niven, Jr., Councilmember


John Ritchie, Councilmember

Passed and approved 16 day of OCTOBER


Robert A. Wanninger, Town Clerk

239

Done the 11 day of October, 2000.

Done the 11 day of Nov
 1961

 Witness Alex R. [Signature]

Owner

Mailing Address

(205) 678-9370

Witness Alfred F. [Signature]

Owner

Mailing Address

205/678.9370

Robert C. Barker Jr.

(All owners listed on the deed must sign)

Petition Exhibit A

Property owner(s): Robert C. Baker and Marcella V. Baker

Property: 09-8-27-0-001-018.007

Property Description

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the deed (Petition Exhibit B) Which was recorded with the Shelby County judge of probate as Instrument Number 1998-47570. Further, the said property for which annexation into Chelsea is requested in this petition is shown in the indicated shaded area on the attached map in Petition Exhibit C. 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 the corporate limits of Chelsea than to the corporate limits of Pelham) pursuant to Section Code of Alabama (1975).

SEND TAX NOTICE TO:
ROBERT C. BAKER, JR.
MARCELLA V. BAKER
108 Pin Oak Drive
Chelsea, AL 35043

Exhibit B

X-00-10-16-130

This instrument was prepared by:
Patrick F. Smith, Attorney
Strickland & Smith
4 Office Park Circle, Suite 212
Birmingham, Alabama 35223

WARRANTY DEED

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

That in consideration of ONE HUNDRED SIXTY-FIVE THOUSAND and No/100's (\$165,000.00) DOLLARS to the undersigned grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, ROY HOBBS an unmarried man, JOAN HOBBS, an unmarried woman (hereinafter grantors), do grant, bargain, sell and convey unto ROBERT C. BAKER, JR. and MARCELLA V. BAKER, (hereinafter grantees) as joint tenants with right of survivorship, all of our right, title and interest in the following described real estate, situated in SHELBY COUNTY, ALABAMA:

Lot 239, according to the Map of Yellowleaf Ridge Estates, Second Sector, as recorded in Map Book 21, page 93 A, B, & C, in the Probate Office of Shelby County, Alabama.

\$132,000.00 of the above referenced consideration is from a purchase money first mortgage.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation.

To have and to hold unto the said Grantees as joint tenants with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee survives the other, the entire interest in fee simple shall be owned by the surviving Grantees, and if one does not survive the other, then the heirs and assigns of the Grantees shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with the Grantees, their heirs and assigns, that we are lawfully seized in fee simple of the premises; that they are free from all encumbrances, except as set forth herein 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16 day of November, 1998

Inst. # 1998-47370

ROY HOBBS

12/01/1998-47370

11:55 AM CERTIFIED

JOAN HOBBS

SHELBY COUNTY JUDGE OF PROBATE

001 CM 41.50

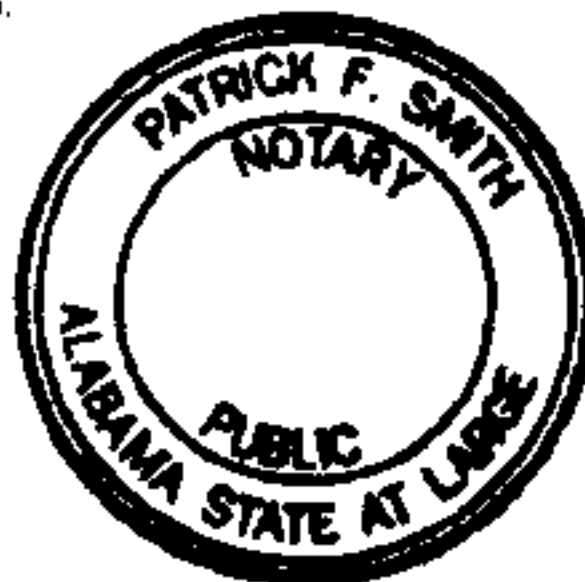
STATE OF ALABAMA)
JEFFERSON COUNTY)

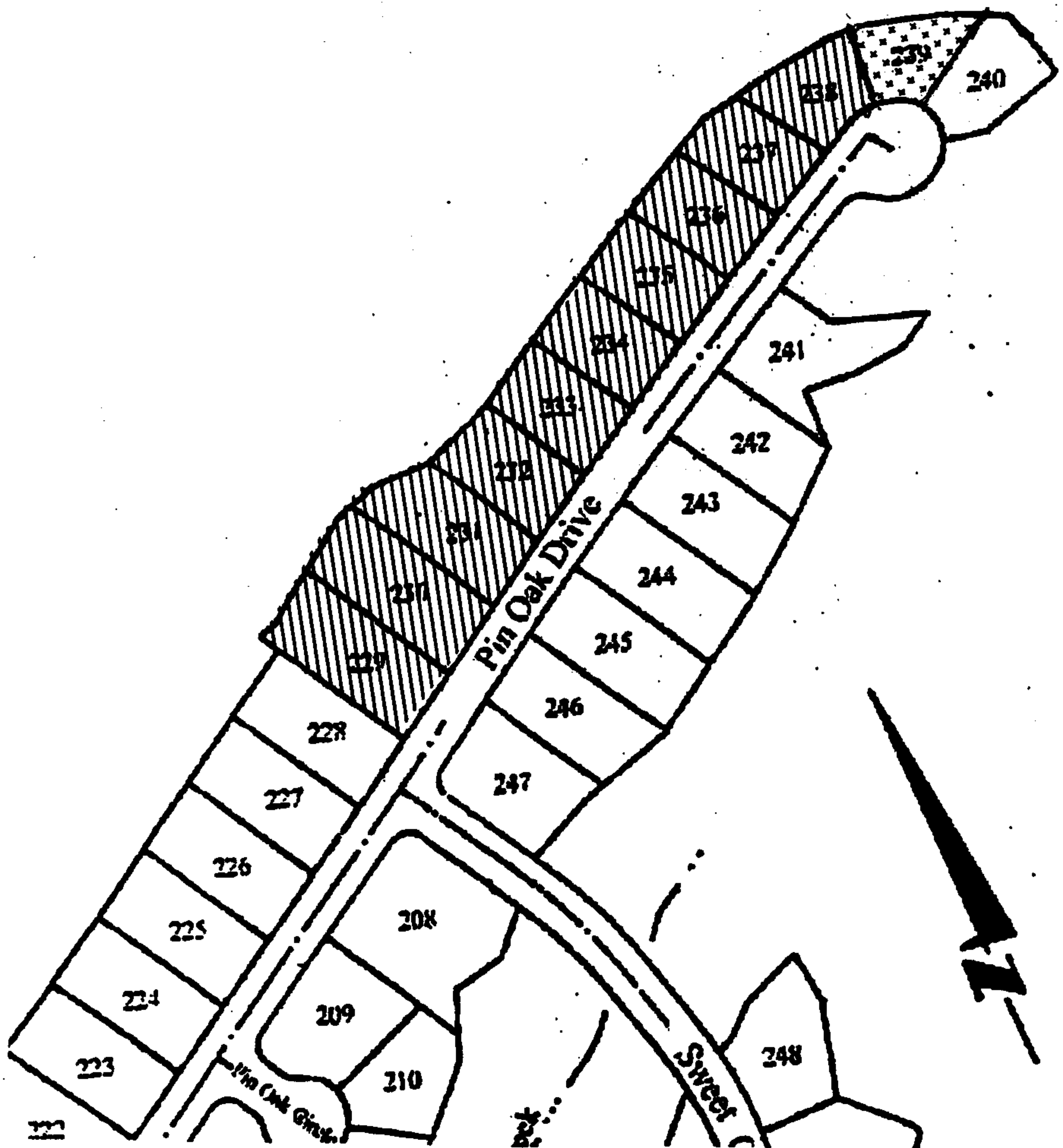
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROY HOBBS and JOAN HOBBS, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

(Given under my hand and official seal this 16 day of November, 1998.

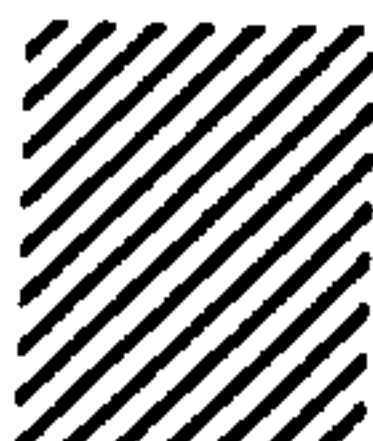
Notary Public

Commission Expires: 10/06/2001





Corporate Limits of Chelsea Area to be annexed



Inst # 2000-37923

11/01/2000-37923
10:52 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 CJ1 26.00