

Town of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

Ordinance Number: X-00-11-07-136

Property Owner(s): James H. Suggs and Ruth E. Suggs

Property: 08-9-29-0-000-005.000

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 November 7, 2000, as same appears in minutes of record of said meeting, and published by posting copies thereof on November 8, 2000 at the public places listed below, which copies remained posted for five business days (through November November 14, 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 # 2000-43391

12/15/2000-43391
10:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MMB 26.00

Town of Chelsea, Alabama

Annexation Ordinance No. X-00-11-07-136

Property Owner(s): James H. Suggs and Ruth E. Suggs

Property: 08-9-29-0-000-005.000

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

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 7 day of Nov, 2000


Robert A. Wanninger, Town Clerk

Petition Exhibit A

Property owner(s): James H. Suggs and Ruth E. Suggs

Property: 08-9-29-0-000-005.000

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 DB 274- P. 229 . 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

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

EXHIBIT B

That in consideration of love and affection and One and No/100 (\$1.00)----- DOLLARS

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

W. B. Suggs and wife, Audrey Suggs

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

James H. Suggs and wife, Ruth Suggs

(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:

Part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 29, Township 19, Range 1 East, being more particularly described as follows: Starting at the SW corner of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 29, Township 19, Range 1 East, and run East along South line of said forty 199 yards and 1 foot; thence North 199 yards and 1 foot; thence West 199 yards and 1 foot; thence South 199 yards and 1 foot to starting point; containing 8 acres, more or less.

Also, part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 29, Township 19, Range 1 East, being more particularly described as follows: Commencing at the right of way of the A.B. & Railroad where the public road (dirt road) strikes the right of way of said A. B. & A. Railroad running Northerly along said road 70 yards; thence Westerly 140 yards; thence Southerly 70 yards; thence Easterly along the North right of way of said B. & A Railroad to the point of beginning, containing 2 acres, more or less.

The East Half of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 29, Township 19, Range 1 East.

Subject to easements and right of way of record.

Subject to a life estate in and to said property which is reserved by the grantor, W. B. Suggs.

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 subject to the life estate reserved by the grantor, W. B. Suggs, 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, We have hereunto set OUR hand(s) and seal(s), this 6th day of May, 1972

WITNESS:

274 PAGE 229

(Seal)

(Seal)

(Seal)

W. B. Suggs

(Seal)

Audrey Suggs

(Seal)

(Seal)

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. B. Suggs whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of May, A. D., 1972

Notary Public.

(see over for additional acknowledgment)

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 8th day of Sept., 1998.

Charles F. Lewis
Witness

James H. Suggs
Owner

22409 Lakewood Lane
Mailing Address

Panama City Beach, FL 32413
Property Address (if different)

850-233-1285
Telephone no.

Charles F. Lewis
Witness

Ruth E. Suggs
Owner

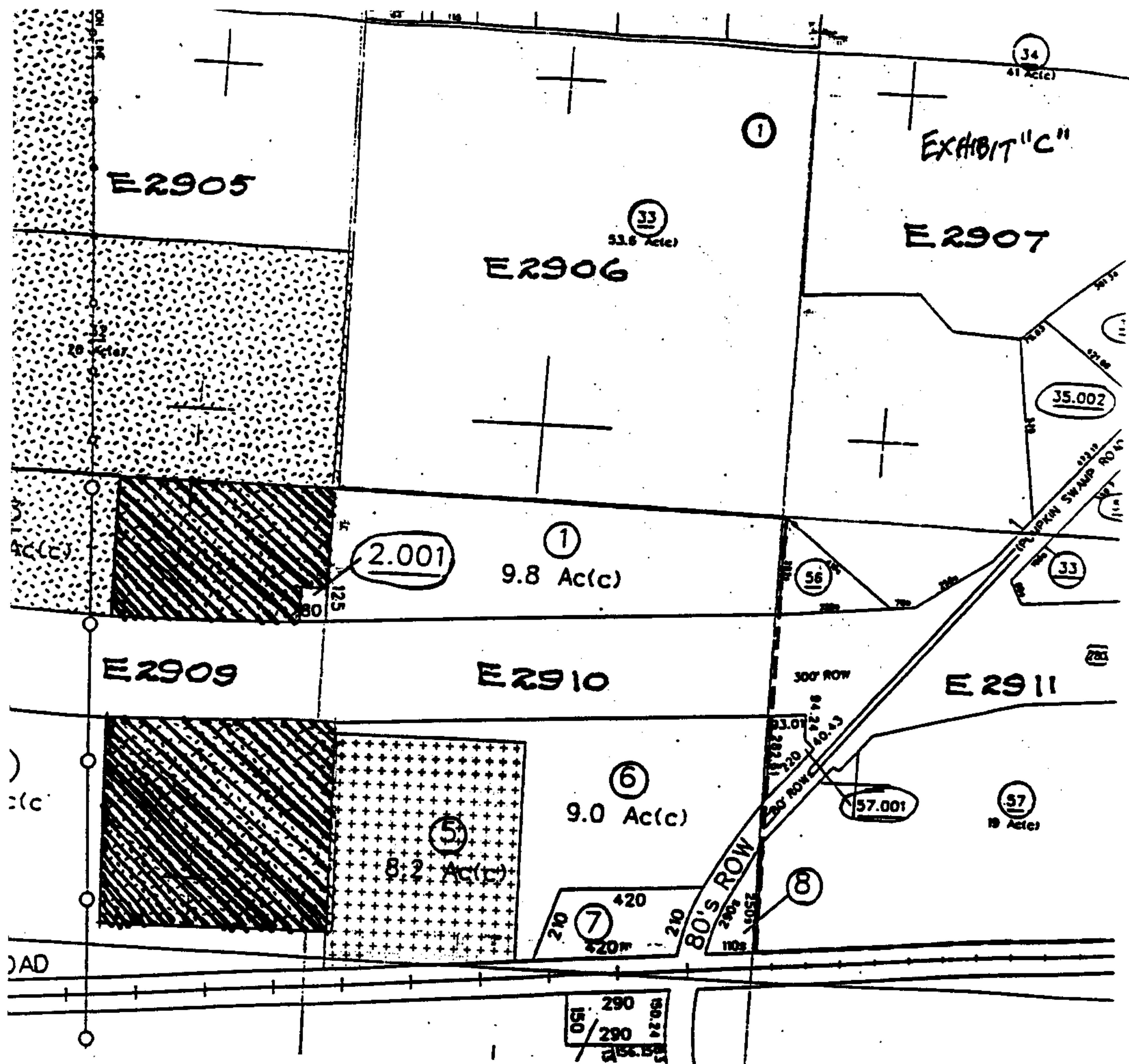
22409 Lakewood Ln
Mailing Address

Panama City Beach, FL 32413
Property Address (if different)

850-233-1285
Telephone no.

(All owners listed on the deed must sign)

revised 2/98



TAX MAP 58-08-09-29

Chelsea Town Limits

area to be annexed

Area pending annexation

Inst # 2000-43391

12/15/2000-43391
10:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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