

# Town of Chelsea

P.O. Box 111  
Chelsea, Alabama

## Certification Of Annexation Ordinance

Ordinance Number: X-01-05-01-146

Property Owner(s): Hardy, Hugh E. and Sharon

Property: 08-9-30-0-001-026  
08-9-30-0-001-026.001  
08-9-30-0-001-026.002

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 May 1, 2001, as same appears in minutes of record of said meeting, and published by posting copies thereof on May 2, 2001 at the public places listed below, which copies remained posted for five business days (through May 8, 2001).

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 # 2001-27570

07/03/2001-27570  
02:40 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
38.00  
010 MB

Town of Chelsea, Alabama

Annexation Ordinance No. X-01-05-01-146

Property Owner(s): Hardy, Hugh E. and Sharon

Properties: 08-9-30-0-001-026

08-9-30-0-001-026.001

08-9-30-0-001-026-002

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 properties be annexed to the Town of Chelsea has been filed with the Chelsea town clerk; and

**Whereas**, said petitions has been signed by the owners of said properties; and

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

**Whereas**, said properties are contiguous to the corporate limits of Chelsea, or are 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 territories do not lie within the corporate limits of any other municipality; however, said properties are located in an area where the police jurisdiction of another municipality overlaps with that of the Town of Chelsea. Said properties are closer to the corporate limits of Chelsea than to the corporate limits of the other municipality.

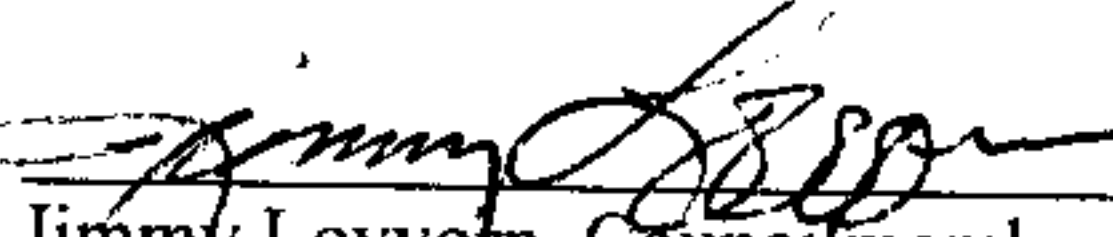
**Therefore, be it ordained** that the town council of the Town of Chelsea assents to the said annexation: and

**Be it further ordained** that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said properties, and said properties 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

1<sup>ST</sup>

day of

MAY 2001

  
Robert A. Wanninger, Town Clerk

Petition Exhibit A

Property owner(s): Hardy, Hugh E. and Sharon

Properties: 08-9-30-001-026  
08-9-0-30-001-026.001  
08-9-0-30-001-026.002

**Property Description**

The above-noted properties, for which annexation into Chelsea is requested in this petition, are described in the attached copies of the deeds (Petition Exhibit B)

Which was recorded with the Shelby County judge of probate as Book 318 Page 313, Book 061, Page 297, and Book 061 Page 298 and Alabama Property Record Card. Further, the said properties for which annexation into Chelsea is requested in this petition are shown in the indicated shaded area on the attached map in Petition Exhibit C. Said map also shows the contiguous relationship of said properties to the corporate limits of Chelsea.

The said properties, for which annexation into Chelsea is requested in this petition, do not lie within the corporate limits of any other municipality; however said properties are located in an area where the police jurisdiction of another municipality overlaps with that of the Town of Chelsea.

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 the 6<sup>th</sup> day of April, 2000.

  
Witness

  
Owner

7095 OLD HWY 280

Mailing Address

STERRETT, AL 35147

Property Address ( if different)

678-6786

Telephone Number

  
Witness

  
Owner

7095 OLD HWY 280

Mailing Address

STERRETT, ALA 35147

Property Address

678-6786

Telephone Number

(All owners listed on the deed must sign)



This instrument was prepared by

429

EXHIBIT B

(Name) WALLACE, ELLIS, HEAD & FOWLER, Attorneys

(Address) Columbiana, Alabama 35051

Form 1-1-6 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 TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS

XXXXXX

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, R. A. Hardy and wife, Martha V. Hardy

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

Hugh E. Hardy and wife, Sharon V. Hardy

(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:

Begin at the Southeast corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, thence northerly along the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  574.18 feet to a point on the South line of Highway No. 280, thence 84 deg. 42' 23" left a chord distance of 321.37 feet to a point, thence 95 deg. 17' 37" left and southerly 1,253.54 feet to a point; thence 88 deg. 18' left and easterly 320.14 feet to a point on the East line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 30, thence 91 deg. 42' left and Northerly along said  $\frac{1}{4}$   $\frac{1}{4}$  line 659.96 feet to the point of beginning, containing 9.14 acres and marked on the corners with iron pins as shown on the plat. Subject to any restrictions of record.

BOOK 318 PAGE 313

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, we have hereunto set our hand(s) and seal(s), this 9th day of March, 1979

WITNESS:

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
19 MAR -9 PM 3:39  
(Seal)

JUDGE OF PROBATE  
Died 4.50  
Rec 1.50  
Jud 1.00  
7.00

R. A. Hardy (Seal)  
Martha V. Hardy (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 R. A. Hardy and wife, Martha V. Hardy, 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 9th day of March

Hugh E. Hardy  
R1 Box 223-A  
Glenview Ala. 35147

Nancy K. Spence  
Notary Public

26.000

COUNTY	TWP.	AREA	SECTION	1/4 SEC	BLOCK/PARCEL NO.
	08	9	30	0	001 026022
LOT SIZE					
(JEE)					
ACREAGE					
321.37' x 420' ± 2.97 AC ±					
OWNERS NAME					
Hardy, Hugh E. & Sharon K.					
MAILING ADDRESS					
Rt. 1 Box 223-A Stemett, AL 35147					
DATE ACQUIRED					
3-9-79					
CONSID.					
—					
DEED BOOK					
318					
PAGE NO.					
313					
BRIEF DESCRIPTION					
Beg. & Inter E LN. NW 1/4 NW 1/4 S. R.O.W. of Hwy. Old 280; w'y 321.37' abg. R.O.W.; S 420'(S); E 320'; N 390'(S) to P.O.B.  Sec. 30 T19S R1E					
CARD _____ of _____					
APPRAISED VALUE					
Imp. —					
Land 8490					
Total 8490					
Imp. —					
Land 9500					
Total 9500					
Imp. —					
Land 12300					
Total 12300					
Imp. —					
Land 24400					
Total 24400					
Imp. —					
Land —					
Total —					
Imp. —					
Land —					
Total —					

[illegible]

This instrument was prepared by

✓ COURTNEY H. MASON, JR.  
2032 Valleydale Road  
Birmingham, Alabama 35244

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SEVENTY SIX THOUSAND EIGHT HUNDRED & 00/100---- (\$76,800.00) DOLLARS to the undersigned grantor, Shannon Homes and Development Corporation a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Hugh E. Hardy and wife, Sharon V. Hardy (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 and right of reversion, the following described real estate, situated in Shelby County, Alabama:

Begin at the SE corner of the NW 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 1 East; thence run North along the East line of said 1/4 1/4 for 186.12 feet; thence 90 deg. 00 min. left run West for 320.00 feet; thence 90 deg. 00 min. left run South for 322.25 feet; thence 90 deg. 00 min. left run East 320.00 feet; thence 90 deg. 00 min. left run North 136.13 feet to the point of beginning. ALSO, an easement 30 feet in width for ingress and egress and the construction and maintenance of utility service lines as described as follows: Commence at the SE corner of the NW 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 1 East; thence run North along the East line of said 1/4 1/4 Section for 186.12 feet to the point of beginning; thence continue along last described course for 388.06 feet to the Southerly right of way of Old U.S. Highway 280; thence 84 deg. 42 min. 23 sec. left run along said right of way for 30.13 feet; thence 95 deg. 17 min. 37 sec. left run 390.84 feet; thence 90 deg. 00 min. left run 30.00 feet to the point of beginning. All being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

\$72,800.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: ROUTE 1, BOX 223-A STERRETT, ALABAMA 35147

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, ~~executors and assigns forever~~, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, George K. Hebb, who is authorized to execute this conveyance, hereto set its signature and seal, this the 17th day of February, 1986.

Shannon Homes and Development Corporation  
By: George K. Hebb  
George K. Hebb, President

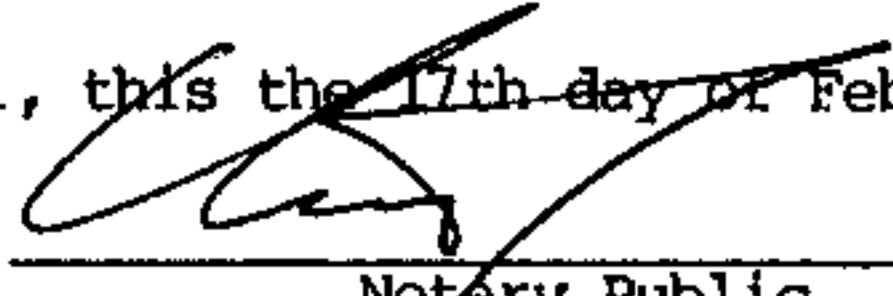
BOOK 061 PAGE 297



STATE OF ALABAMA  
COUNTY OF SHELBY COUNTY

I COURTNEY H. MASON, JR. a Notary Public in and for said County, in said state, hereby certify that George K. Hebb whose name as the President of Shannon Homes and Development, a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

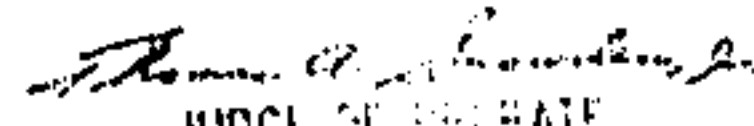
Given under my hand and official seal, this the 17th day of February, 1986

  
Notary Public

My Commission Expires April 9, 1987

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

1986 FEB 19 AM 11:38

  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$	
Deed Tax		4.00
Mineral Tax		
Recording Fee		5.00
Index Fee		1.00
TOTAL	\$	10.00

BOOK 061 PAGE 298



This instrument was prepared by

✓ COURTNEY H. MASON, JR.  
2032 Valleydale Road  
Birmingham, Alabama 35244

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

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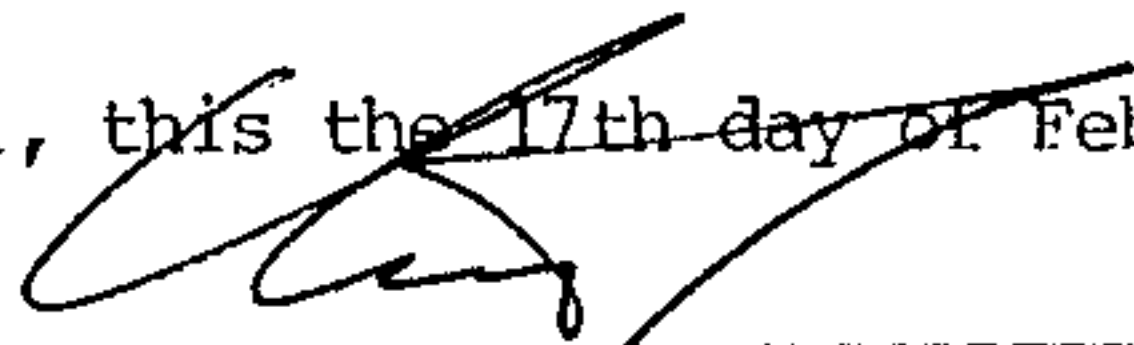
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Shannon Homes and Development Corporation  
By: George K. Hebb  
George K. Hebb, President

STATE OF ALABAMA  
COUNTY OF SHELBY COUNTY

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Given under my hand and official seal, this the 17th day of February, 1986

  
\_\_\_\_\_  
Notary Public

My Commission Expires April 9, 1987.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
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1986 FEB 19 AM 11: 38

  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$	_____
Deed Tax		4.00
Mineral Tax		_____
Recording Fee		5.00
Index Fee		1.00
TOTAL	\$	10.00

BOOK 061 PAGE 298  
X009

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