


THE TOWN OF INDIAN SPRINGS VILLAGE
ANNEXATION ORDINANCE NO. 70


20030114000026270 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
01/14/2003 09:22:00 FILED/CERTIFIED

BE IT ORDAINED BY THE TOWN COUNCIL OF INDIAN SPRINGS VILLAGE, ALABAMA, THAT the Town of Indian Springs Village 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 the Town of Indian Springs Village as more fully described in the attached Request(s) for Annexation, Property Description(s), and map of said property showing its relationship to the corporate limits of the Town. Said property is located and contained within an area contiguous to the corporate limits of the Town of Indian Springs Village, and said property is not located within the corporate limits or police jurisdiction of any other municipality.

This ordinance shall go into effect upon the passage and publication as required by law.

Herbert G. Polvino Jr.
Brian Head
Art Johnson
Patricia L. Craig
W. E. [Signature]

Passed and approved 17 day of December,

2002
199

Shirley Church
Clerk

CERTIFICATION

Shirley Church

I, ~~Paul J. Stephens~~, Town Clerk of the Town of Indian Springs Village, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the Town Council of the Town of Indian Springs Village, at its regular meeting held on 17th December 2002, as same appears in the minutes of record of said meeting, and published by posting copies thereof on 18th December, at the following public places, which copies remained posted for five days as provided by law:

Mayor's Office
Town Clerk's Office
NSFD Station #2
Sunny Food Store #8
Town Hall

1617 Indian Crest Drive
88 Indian Crest Drive
Caldwell Mill Road
Caldwell Mill Road

3625 Cahaba Valley Rd

Shirley Church
Town Clerk

17-18-2002
Date

Jim Wyatt

988-0327

ANNEXATION PETITION

Town of Indian Springs Village, Alabama

Official Use Only:

Case/Ordinance Number: _____ Date Completed Pet. Received: _____ By: _____

Council Meeting Date: _____ Action Taken: _____

Comes Now, the Undersigned Applicant and hereby applies for favorable consideration by the Town of Indian Springs Village, Alabama to allow annexation (into the corporate limits of the town) of the real property described below. By submitting this petition, the Applicant represents that the property is duly and properly described in the attached legal description and that the property is contiguous to the corporate limits of the Town of Indian Springs Village. **This completed petition must be submitted with an attached copy of the Deed of conveyance to the named Property owner (Attached as Exhibit A, hereto.) All other regulations, conditions or requirements of the Ordinances of Indian Springs Village must be met or completed before any action may be taken by the Town Council on this petition.**

REAL PROPERTY OWNER(S): Steve + Cindy Hanna
(Applicant Must be Property Owner or Official legal Representative of Owner)

Owners' Address: 4914 Windwood Circle

Owners' Telephone: (work) (205) 991-2939 (home) (205) 980-9505

Subject Property Location: (street address) 4914 Windwood Circle

Township: 19S Range: 2W Section: 15 1/4 Section: _____

Parcel I.D. No.: 10515003014000 Lot 4-A Number of Acres: (+/-) 3

Reason for Annexation Request: _____

Current Zoning: _____

The Owner(s) should be present at the meeting on the announced date. The Town Council may not take any action on a Petition application if there is no property owner (or representative) present.

DATE: _____

Steve A. Hanna
OWNER'S SIGNATURE (or Representative)

Cindy Hanna
CO-OWNER'S SIGNATURE

Janell Baker
WITNESS SIGNATURE

Janell Baker
WITNESS SIGNATURE

CITY CLERK'S SIGNATURE _____ DATE: _____
(Verification of Property Annexation requirements)

This instrument prepared by:
John N. Randolph, Attorney
Sirote & Permutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Send Tax Notice to:
Steven Hanna
Cindy Hanna
4914 Windwood Circle
Birmingham, Alabama 35242

WARRANTY DEED, Joint Tenants with Right of Survivorship

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Shelby County

That in consideration of **Four Hundred Twelve Thousand and 00/100 Dollars (\$412,000.00)** to the undersigned grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, **Barry James Rowland and wife, Sharon C. Rowland** (herein referred to as (grantors) do grant, bargain, sell and convey unto **Steven Hanna and Cindy Hanna** (herein referred to as GRANTEES) as joint tenants with right of survivorship, following described real estate situated in Shelby County, Alabama, to-wit:

Lot 4, according to the Survey of Windwood Circle, as recorded in Map Book 6, page 154, in the Probate Office of Shelby County, Alabama,
Subject to:

1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
2. 60 foot building line, as shown by recorded map.
3. 20 foot Easement on rear and 10 foot easement on sides, as shown by recorded map.
4. Mineral and mining rights and rights incident thereto recorded in Volume 42, page 246, in the Probate Office of Shelby County, Alabama.
5. Right of Way granted to Alabama Power Company by instrument recorded in Volume 130 page 55, in the Probate Office of Shelby County, Alabama.
6. Restrictions or Covenants recorded in Misc. 20, page 294 and Misc 21, page 582, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
7. Right of Way to Alabama Power Company and Southern Bell Telephone and Telegraph Company as recorded in Volume 309, page 385, in the Probate Office of Shelby County, Alabama.

\$157,000.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is sever terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted 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 said GRANTEES, their heirs and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st of March, 1998.

X *Barry James Rowland* (Seal)
Barry James Rowland

Sharon C. Rowland (Seal)
Sharon C. Rowland

**STATE OF ALABAMA
JEFFERSON COUNTY**

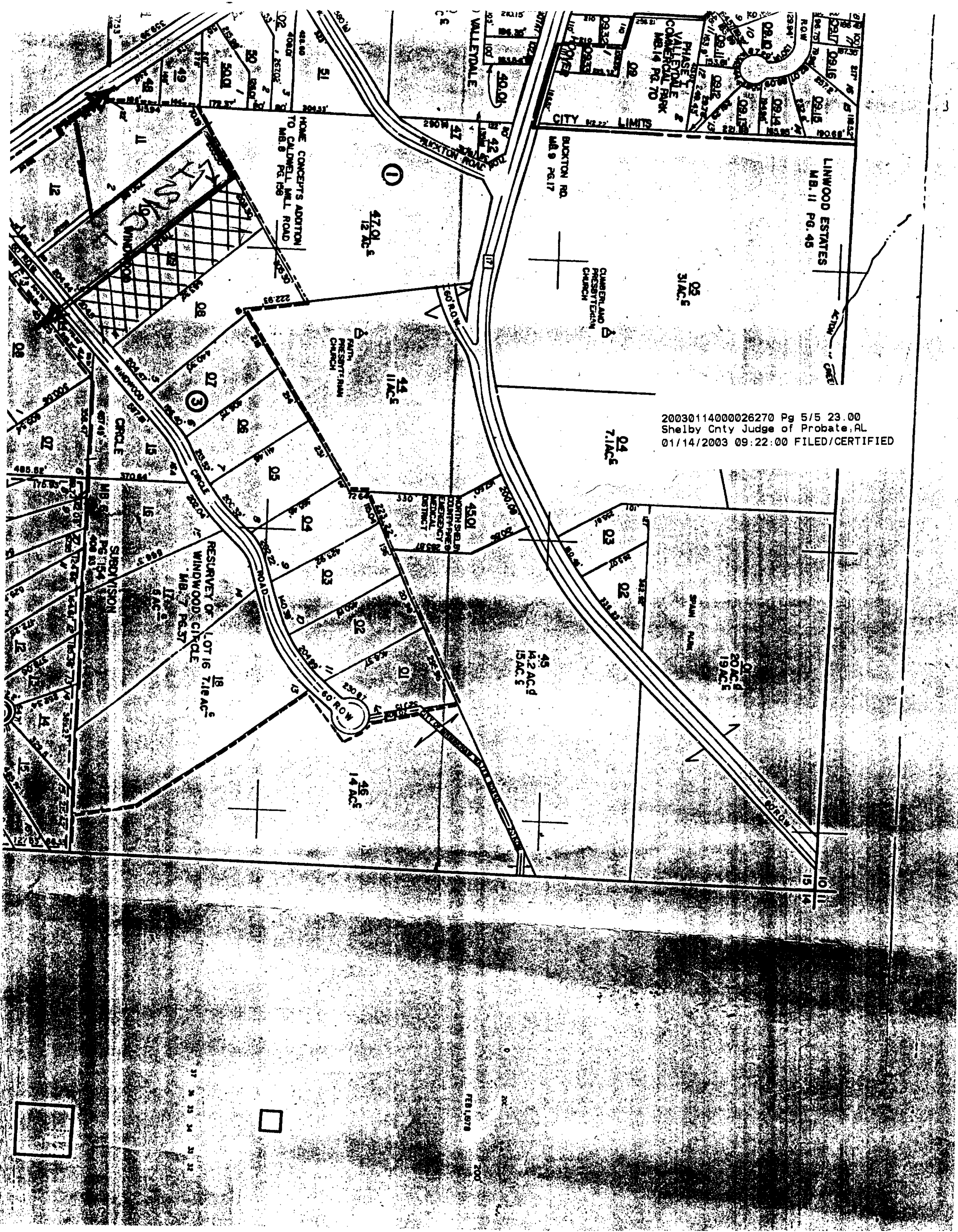
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Barry James Rowland wife, Sharon C. Rowland whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance,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

Given under my hand and official seal this 31st day of March, 1998.

04/03/1998-11889
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 NCB 263.50

Notary Public
Affix Seal

68811-8661
1998-11889



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