

City of Chelsea
P.O. Box 111
Chelsea, Alabama

Certification
Of
Annexation Ordinance

Ordinance Number: X-02-11-19-203

Property Owner(s): Samuel Earl Niven, Sr. and June C. Niven

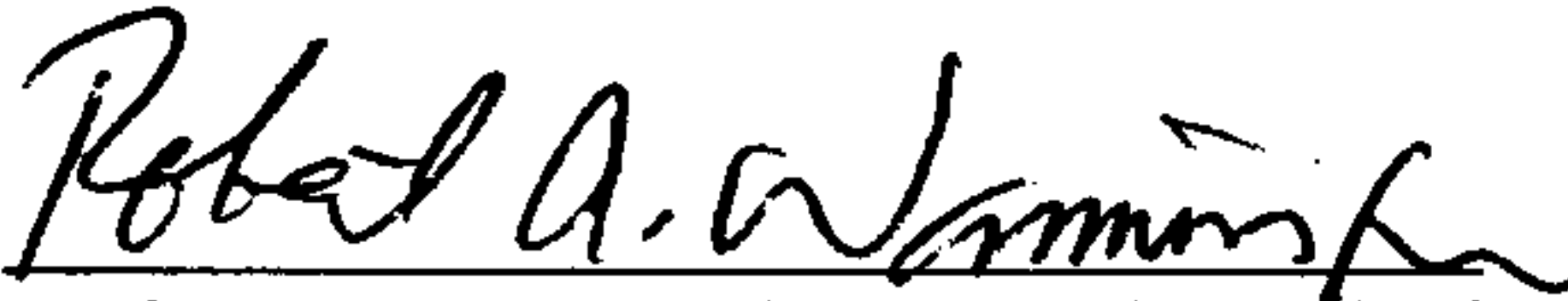
Property: 09-08-27-0-001-001.006

I, Robert Wanninger, City Clerk of the City of Chelsea, Alabama, hereby certify the attached to be a true and correct copy of an Ordinance adopted by the City Council of Chelsea, at the regular meeting held on November 19, 2002, as same appears in minutes of record of said meeting, and published by posting copies thereof on November 20, 2002 at the public places listed below, which copies remained posted for five business days (through November, 26, 2002).

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, City Clerk

City of Chelsea, Alabama

Annexation Ordinance No. X-02-11-19-203

Property Owner(s): Samuel Earl Niven, Sr. and June C. Niven

Property: 09-8-27-0-001-001.006

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 City of Chelsea has been filed with the Chelsea City Clerk; and

Whereas, said petition has been signed by the owner(s) 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 is zoned AR which together is contiguous to the corporate limits of Chelsea;

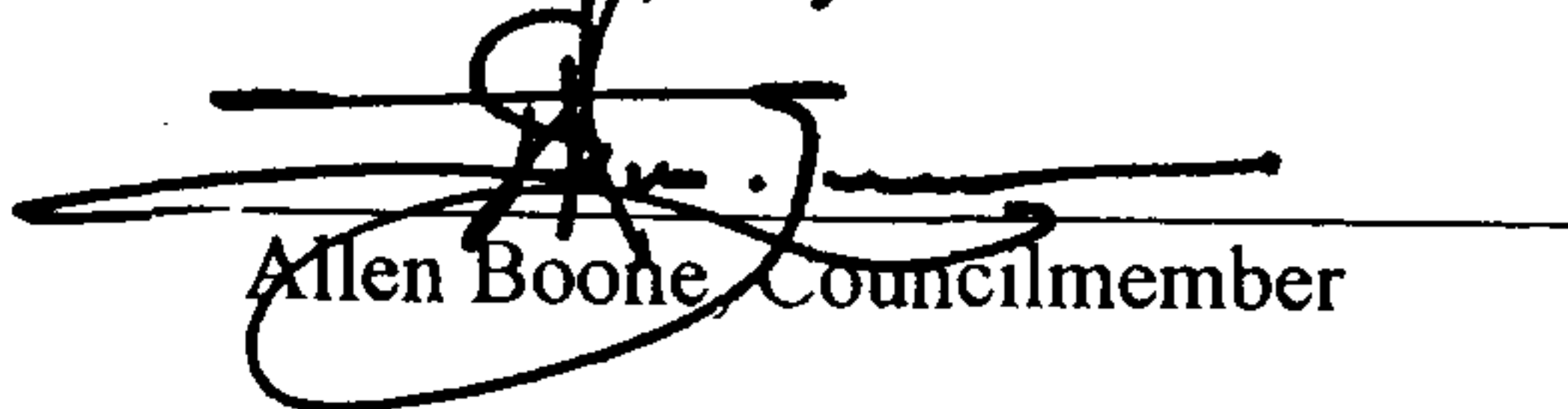
Whereas, said territory does not lie within the corporate limits of any other municipality

Therefore, be it ordained that the City Council of the City 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 City of Chelsea upon the date of publication of this ordinance as required by law.

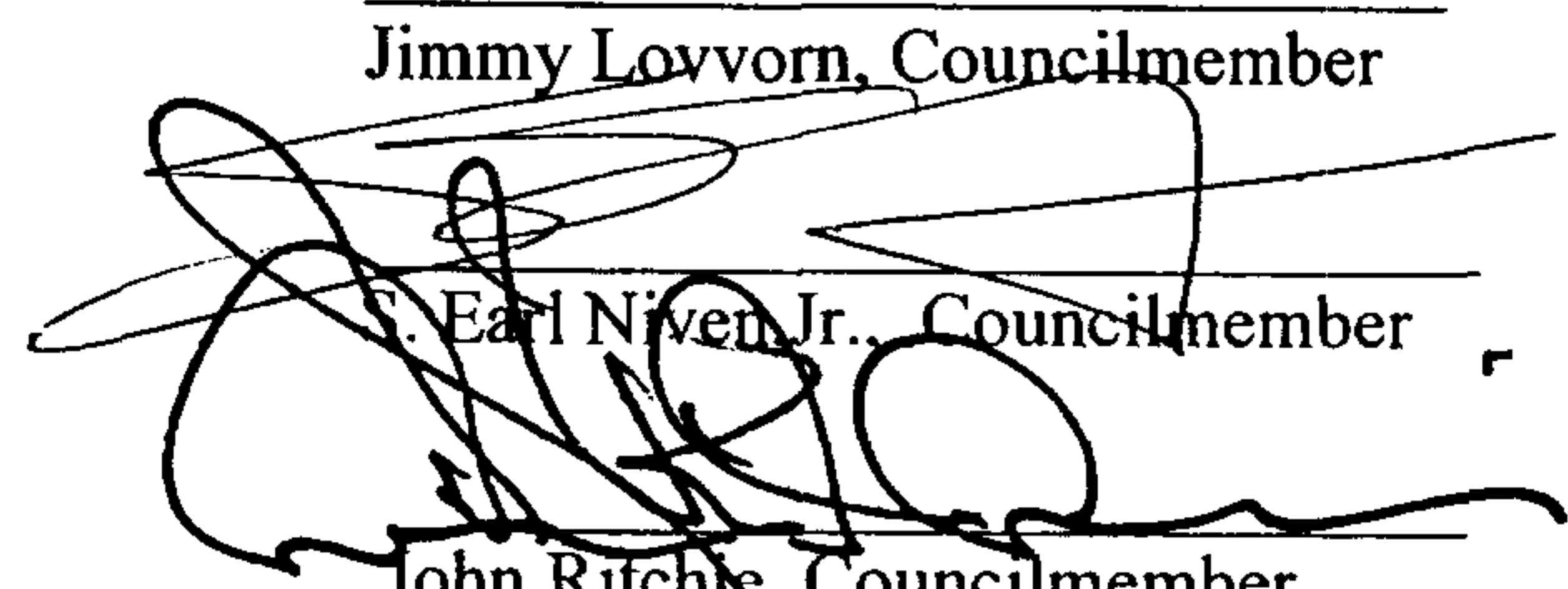


Earl Niven, Mayor



Allen Boone, Councilmember

Doug Ingram, Councilmember

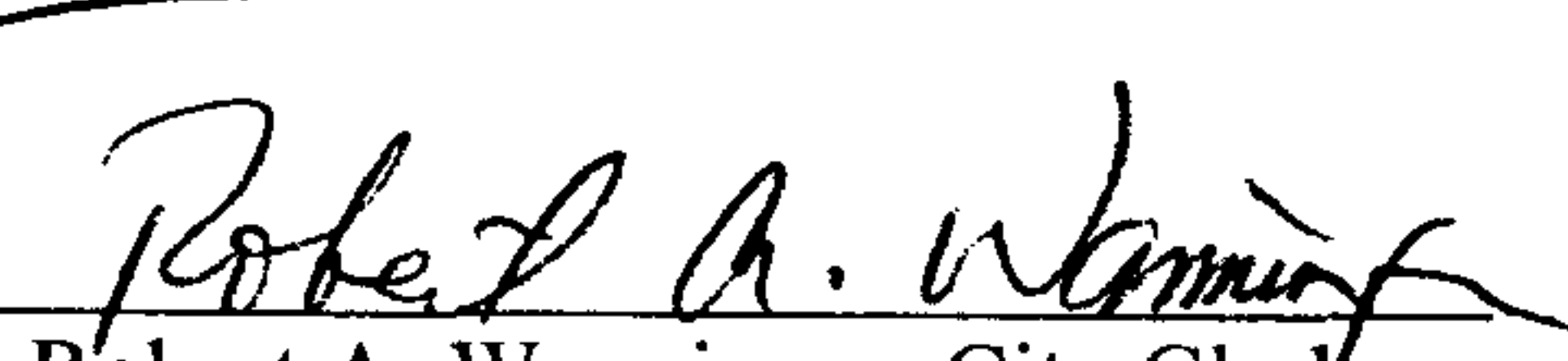


Jimmy Lovvorn, Councilmember

E. Earl Niven Jr., Councilmember

John Ritchie, Councilmember

Passed and approved 19TH day of Nov. 2002



Robert A. Wanninger, City Clerk

Petition Exhibit A

Property owner(s): Samuel Earl Niven, Sr. and June C. Niven

Property: 09-8-27-0-001-001.006

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 D) Which was recorded with the Shelby County judge of probate as part of 2001-26720. 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.

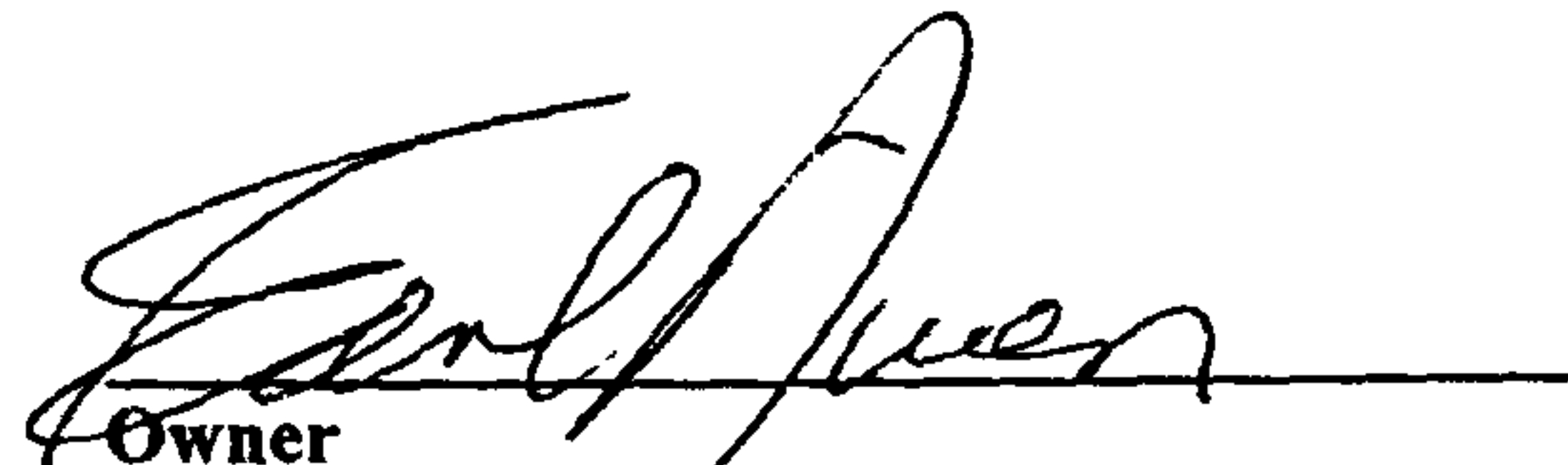
Town Clerk
Town of Chelsea
P.O. Box 111
Chelsea, Alabama 35043

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 19 day of Nov, 2002.


Witness

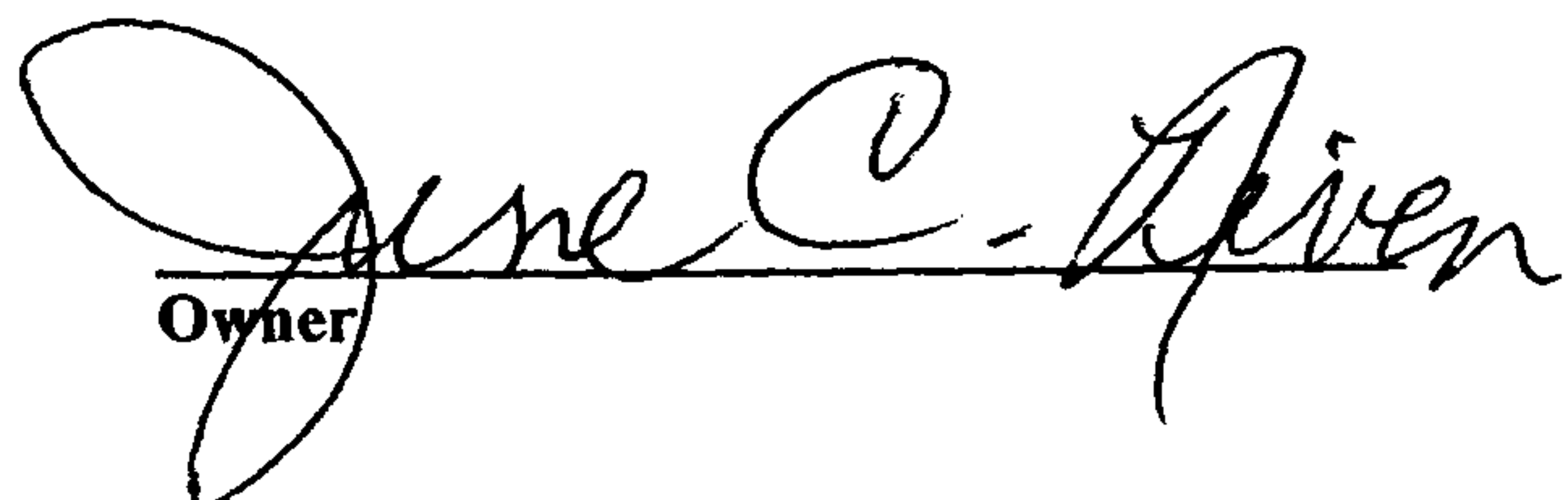

Owner

PO Box 75
Mailing Address

09-08-27-0-001-001.006
Property Address (if different)

678-6637
Telephone Number


Witness


Owner

Mailing Address

Property Address

Telephone number

(All owners listed on the deed must sign)

Exhibit B

SHELBY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE RUN EASTERLY ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER LINE FOR A DISTANCE OF 366.68 FEET TO THE POINT OF BEGINNING; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 12 MINUTES 48 SECONDS AND RUN NORTHERLY FOR A DISTANCE OF 478.26 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 129 DEGREES 02 MINUTES 05 SECONDS AND RUN NORTHEASTERLY FOR A DISTANCE OF 1180.00 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 103 DEGREES 23 MINUTES 09 SECONDS AND RUN SOUTHEASTERLY FOR A DISTANCE OF 416.33 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 95 DEGREES 01 MINUTES 01 SECONDS AND RUN SOUTHWESTERLY FOR A DISTANCE OF 940.00 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 118 DEGREES 02 MINUTES 49 SECONDS AND RUN WESTERLY FOR A DISTANCE OF 364.30 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 253 DEGREES 28 MINUTES 41 SECONDS AND RUN SOUTHWESTERLY FOR A DISTANCE OF 228.40 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 109 DEGREES 15 MINUTES 03 SECONDS AND RUN WESTERLY FOR A DISTANCE OF 295.58 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 775488 SQUARE FEET OR 17.80 ACRES MORE OR LESS.

This instrument was prepared by

Exhibit

(Address)

Box 75
Chelsea, AL 35043

(Name)

(Address)

Form 1-1-5 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One dollar and other considerations

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

F. P. Chesser, Jr and wife Ester Lee Chesser

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

Samuel Earl Niven, Sr and wife June C Niven

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby

County, Alabama to-wit:

A parcel of land situated in the East one-half of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Commence at the Northeast Corner of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, thence run west along the north boundary line of said section for a distance of 1440 feet more or less to the Northeast corner of the Daniel P. Chesser and Lisa K. Chesser property; thence South along said property line for a distance of 552.89 feet to the POINT OF BEGINNING; thence continue South along said property line for a distance of 847.1 feet; thence turn an angle of 53 degrees more or less to the right and run along said property line for a distance of 1180 feet more or less; thence turn an angle of 56 degrees more or less to the left and run a distance of 530 feet more or less to the Northwest Corner of the Samuel Earl Niven SR. and June C. Niven property; thence turn an angle of 86 degrees more or less to the left and run along the North property line of said property for a distance of 300.0 feet; thence turn an angle of 70 degrees 44 minutes 13 seconds to the left and run a distance of 228.51 feet; thence turn an angle of 73 degrees 28 minutes 44 seconds to the right and run a distance of 364.28 feet; thence turn an angle of 62 degrees 01 minutes 17 seconds to the left and run in a Northeasterly direction for a distance of 940.10 feet; thence turn a deflection angle of 84 degrees 57 minutes 44 seconds to the left and run in a Northwesterly direction for a distance of 87.03 feet; thence turn a deflection angle of 56 degrees 28 minutes 05 seconds to the right and run in a Northerly direction for a distance of 109.64 feet; thence turn a deflection angle of 21 degrees 46 minutes 52 seconds to the right and run in a Northeasterly direction for a distance of 100.08 feet; thence turn a deflection angle of 40 degrees 13 minutes 22 seconds to the right and run in a Northeasterly direction for a distance of 183.43 feet; thence turn a deflection angle of 11 degrees 09 minutes 41 seconds to the left and run in a Northeasterly direction for a distance of 79.34 feet; thence turn a deflection angle of 20 degrees 23 minutes 33 seconds to the left and run in a Northeasterly direction for a distance of 78.31 feet; thence turn a deflection angle of 01 degrees 37 minutes 38 seconds to the left and run in a Northeasterly direction for a distance of 93.82 feet; thence turn a deflection angle of 05 degrees 00 minutes 51 seconds to the right and run in a Northeasterly direction for a distance of 114.56 feet; thence turn a deflection angle of 35 degrees 24 minutes 32 seconds to the right and run in a Northeasterly direction for a distance of 204.48 feet; thence turn a deflection angle of 85 degrees 49 minutes 06 seconds to the left and run in a Northwesterly direction for a distance of 395.00 feet; thence turn a deflection angle of 126 degrees 08 minutes 18 seconds to the left and run in a Southwesterly direction for a distance of 146.41 feet; thence turn a deflection angle of 25 degrees 39 minutes 28 seconds to the right and run in a Southwesterly direction for a distance of 103.55 feet; thence turn a deflection angle of 46 degrees 17 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 117.97 feet; thence turn a deflection angle of 04 degrees 43 minutes 55 seconds to the left and run in a Northwesterly direction for a distance of 480 feet more or less to the POINT OF BEGINNING. Said parcel contains 30.0 acres more or less.

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 herein survives the other, the entire 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 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 28th day of June, 2001.

WITNESS:

(Seal)

(Seal)

(Seal)

F. P. Chesser, Jr. (Seal)

Ester Lee Chesser (Seal)

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority

a Notary Public in and for said County, in said State,

hereby certify that F. P. Chesser, Jr and Ester Lee Chesser

whose name 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 28th day of June, 2001.

My Commission Expires Jan 12, 2005

20030516000305740 Pg 7/7 29.00
Shelby Cnty Judge of Probate, AL
05/16/2003 09:19:00 FILED/CERTIFIED

ANNE KEL

X-02-11-19-203

~~Tax Map~~

58-09-08-27

