


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


20060413000172290 1/11 \$41.00
Shelby Cnty Judge of Probate, AL
04/13/2006 11:58:24AM FILED/CERT

Certification Of Annexation Ordinance

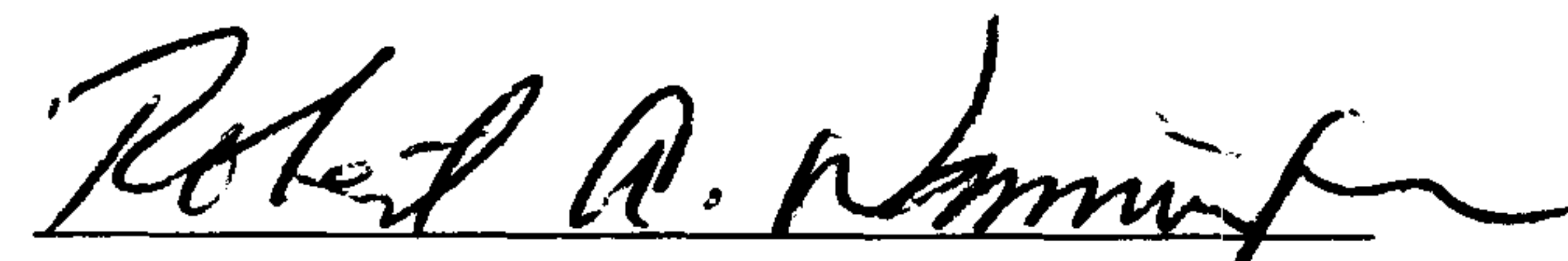
Ordinance Number: X-06-01-17-298

Property Owner(s): Charles S. Givianpour, Trustee of the CSG Construction Co., Inc.
Profit Sharing Trust

Property: 09-9-31-0-000-003.000

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 January 17, 2006, as same appears in minutes of record of said meeting, and published by posting copies thereof on January 18, 2006, at the public places listed below, which copies remained posted for five business days (through January 24, 2006).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043
Chelsea Middle School, 901 Highway 39, Chelsea, Alabama 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043


Robert A. Wanninger, City Clerk

NUMBER OF ACRES.....: 62

NUMBER OF PEOPLE.....: 0

ZONING CLASSIFICATION: A-R

PROPOSED USE.....: PLANNED RESIDENTIAL DISTRICT
138 HOMES

City of Chelsea, Alabama

Annexation Ordinance No. X-06-01-17-298

Property Owner(s): Charles S. Givianpour

Property: 09-9-31-0-000-003.000

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 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;

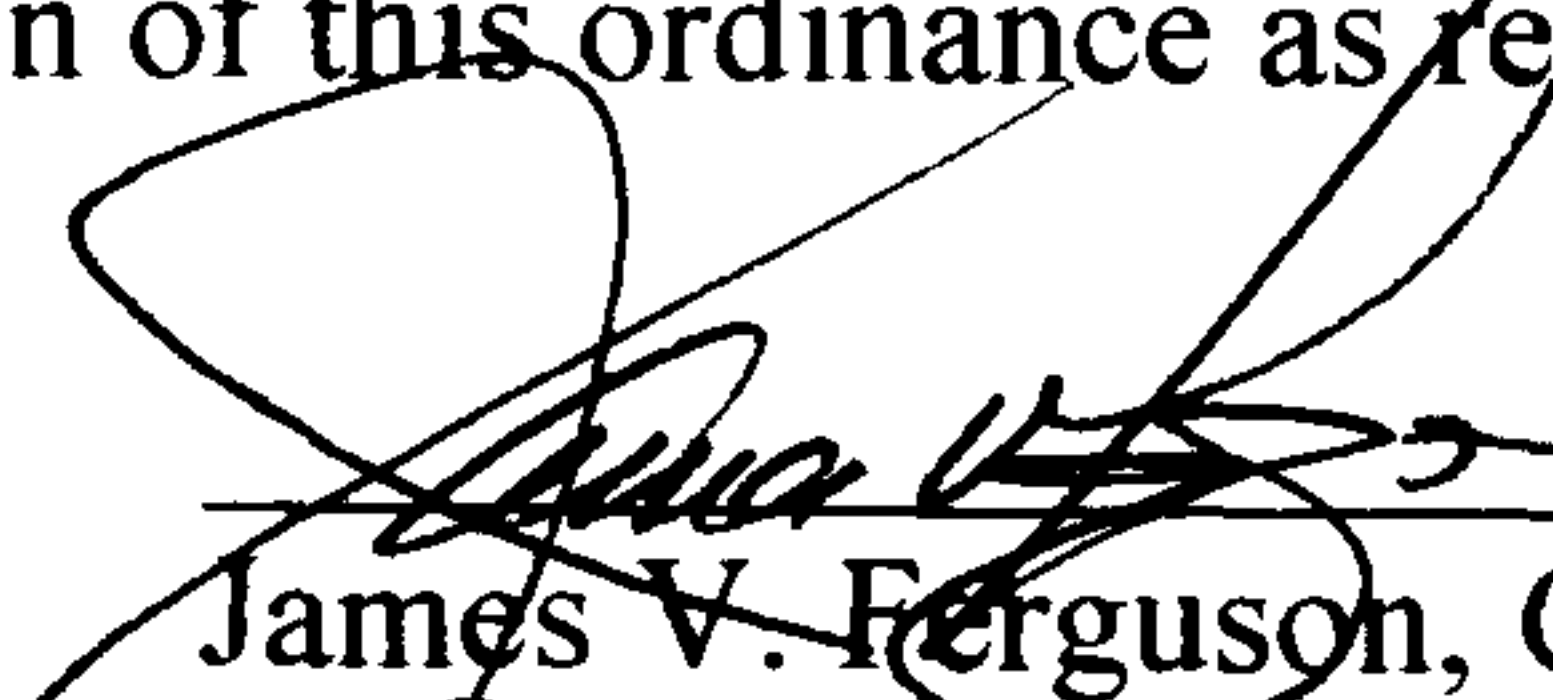
Whereas, said territory does not lie within the corporate limits of any other municipality;

Whereas, said properties are not located in an area where the police jurisdiction of Chelsea and another city overlap.

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


James V. Ferguson, Councilmember


Juanita Champion, Councilmember


Donald E. King, Councilmember


Jeffrey M. Denton, Councilmember


Col. John Ritchie, Councilmember

Passed and approved 17th day of JAN., 2006.


Robert A. Wanninger, City Clerk

Petition Exhibit A

Property owner(s): Charles S. Givianpour

Property: 09-9-319-0-000-003.000

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). 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.



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City Clerk
City 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 city 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 city of Chelsea to annex said property into the corporate limits of the municipality.

Done the 3 day of JAN, ~~2005~~ ²⁰⁰⁶.

Robert A. Warming
Witness

B. F. Harris on behalf of Charles S. Givens, Jr.
Owner

5502 - Caldwell Mill Rd.
Mailing Address

Property Address (if different)

Telephone Number

Witness

Owner

Mailing Address

Property Address

Telephone number

(All owners listed on the deed must sign)



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ANNEXATION PETITION

TO: THE CITY OF CHELSEA, ALABAMA, a municipal corporation

Comes now the undersigned, being the owner ("Owner") of the property described on Exhibit A attached hereto (the "Property"), which is located and contained within an area contiguous to the corporate limits of the City of Chelsea, Alabama, and which does not lie within the corporate limits of any other municipality, and requests that the Property be annexed to the said City of Chelsea, Alabama and that the governing body of the City of Chelsea, Alabama adopt an ordinance assenting to the annexation of said Property to the City of Chelsea, Alabama so as to embrace said Property and cause said Property to become a part of the corporate area of the City of Chelsea, Alabama, upon the date of publication of said ordinance.

Upon annexation, the zoning of the Property will convert to Agricultural-Residential (A-R) according to the zoning ordinance of the City of Chelsea, however immediately after the annexation becomes effective, Owner or its representative will apply for rezoning of all of the Property to the zoning classification Planned Residential Development (PRD) of the City of Chelsea Zoning Ordinance (the "Zoning Request") The Owner understands that there is no guarantee that the Zoning Request will be granted and that there is no contract or agreement that the Property will be rezoned to Planned Residential Development (PRD); however the Owner requests that if said rezoning application is not accepted or approved by the City Council of the City of Chelsea, then upon petition of the Owner, the Property will be de-annexed.

OWNER:

By: C-S
Its: _____

STATE OF ALABAMA
Jefferson COUNTY

I, Joy E. White a Notary Public in and for said County in said State, hereby certify that Charles S. Givianpour, whose name as _____ of _____, a _____, is signed to the foregoing petition as Owner, and who is known to me acknowledged before me on this date that, being informed of the contents of said petition, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and seal this 3rd day of January, 2006.

Joy E. White
Printed Name: Joy E. White
My commission expires: _____

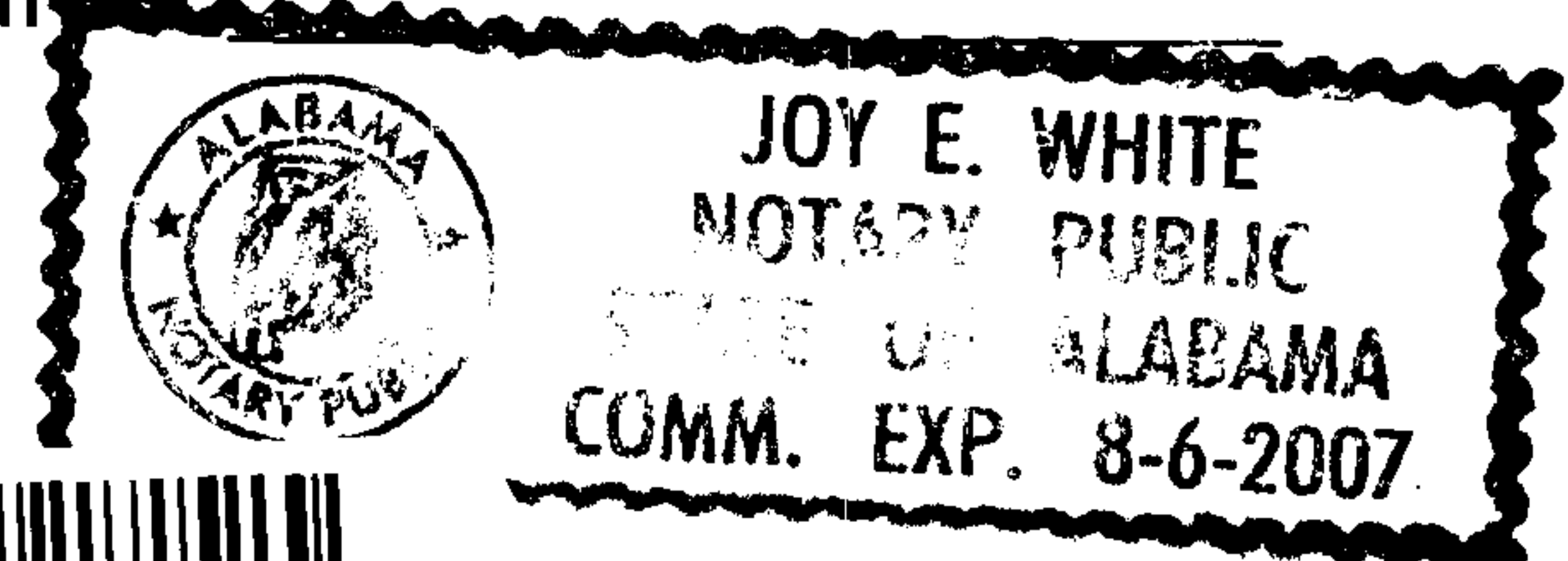


Exhibit A

**Township 19 South, Range 1 West in Shelby County, Alabama
62 +/-acres**

- a) that part of the Southeast Quarter of the Northeast Quarter of Section 31, lying South of Shelby County Highway 11;**
- b) the Northeast Quarter of the Southeast Quarter of Section 31;**
- c) that part of the Northeast Quarter of the Northeast Quarter of Section 31, lying South of Shelby County Highway 11;**



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Send Tax Notice To:
Trustee of the
CSG Construction Company, Inc.
Profit Sharing Trust
5101 Cyrus Circle
Birmingham, Alabama 35242

STATE OF ALABAMA
SHELBY COUNTY

CORRECTIVE DEED SOLELY FOR
TITLE CURATIVE PURPOSES

THIS IS A CORRECTIVE DEED, made and entered into on this 21st day of August, 1998, by and between CYCAM DEVELOPMENT CO., INC., a corporation (hereinafter referred to as "Grantor") and THE CSG CONSTRUCTION COMPANY, INC. PROFIT SHARING TRUST (hereinafter referred to as "Grantee").

This is a Corrective Warranty Deed given to correct that certain Warranty Deed, dated August 22, 1994, and filed for record on December 13, 1994 as Instrument No. 1994-36503 in the Probate Office of Shelby County, Alabama (the "1994 Deed") which reflects Kimberly-Clark Corporation ("Kimberly-Clark") as "Grantor" and Cycam Development Co., Inc. ("Cycam") as "Grantee" of the subject real estate. Charles S. Givlanpour, as Trustee of the CSG Construction Company, Inc. Profit Sharing Trust (the "Trustee"), hereby joins in this Corrective Deed to certify that (1) the CSG Construction Company, Inc. Profit Sharing Trust (the "Trust") paid the purchase price of the subject real estate to Kimberly-Clark, (2) through mistake or error, the 1994 Deed reflects Cycam (rather than the Trust) as the "Grantee" of the subject real estate and (3) Cycam has executed and delivered this Corrective Deed in order to reflect that the Trust is the "Grantee" of the subject real estate. Accordingly, this Corrective Warranty Deed is given solely for the purposes of correcting the mistake or error in the identity of the "Grantee" under the 1994 Deed and naming the Trust as "Grantee" thereunder.

NOW, THEREFORE, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, the following described real estate situated in Township 19 South, Range 1 West, in Shelby County, Alabama:

- a) that part of the Southeast Quarter of the Northeast Quarter of Section 31, lying south of Shelby County Highway 11;
- b) the Northeast Quarter of the Southeast Quarter of Section 31;
- c) that part of the Northeast Quarter of the Northeast Quarter of Section 31, lying south of Shelby County Highway 11.

08/27/1998 11:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Shelby Cnty Judge of Probate, AL
04/13/2006 11:58:24AM FILED/CERT

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns in fee simple, forever.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to the following:

1. Rights, easements, covenants, restrictions and title granted by Grantor to Alabama Power Company by instrument dated September 21, 1987.
2. All other easements, restrictions, rights-of-way, roadways, public utilities and other easements heretofore filed for record which affect such property, mineral and mining rights owned by others, 1998 ad valorem taxes and all other ad valorem taxes as may be assessed or become due after the date hereof and all liens therefor, all of which shall be paid by Grantee, and any exceptions listed in any title commitment obtained by Grantee.

IN WITNESS WHEREOF, Grantor and the Grantee have caused these presents to be executed on the date first above written.

GRANTOR:

CYCAM DEVELOPMENT CO., INC.

By: C. S. Givianpour
Charles S. Givianpour, President

GRANTEE:

CSG CONSTRUCTION COMPANY, INC.
PROFIT SHARING TRUST

By: C. S. Givianpour
Charles S. Givianpour, Trustee



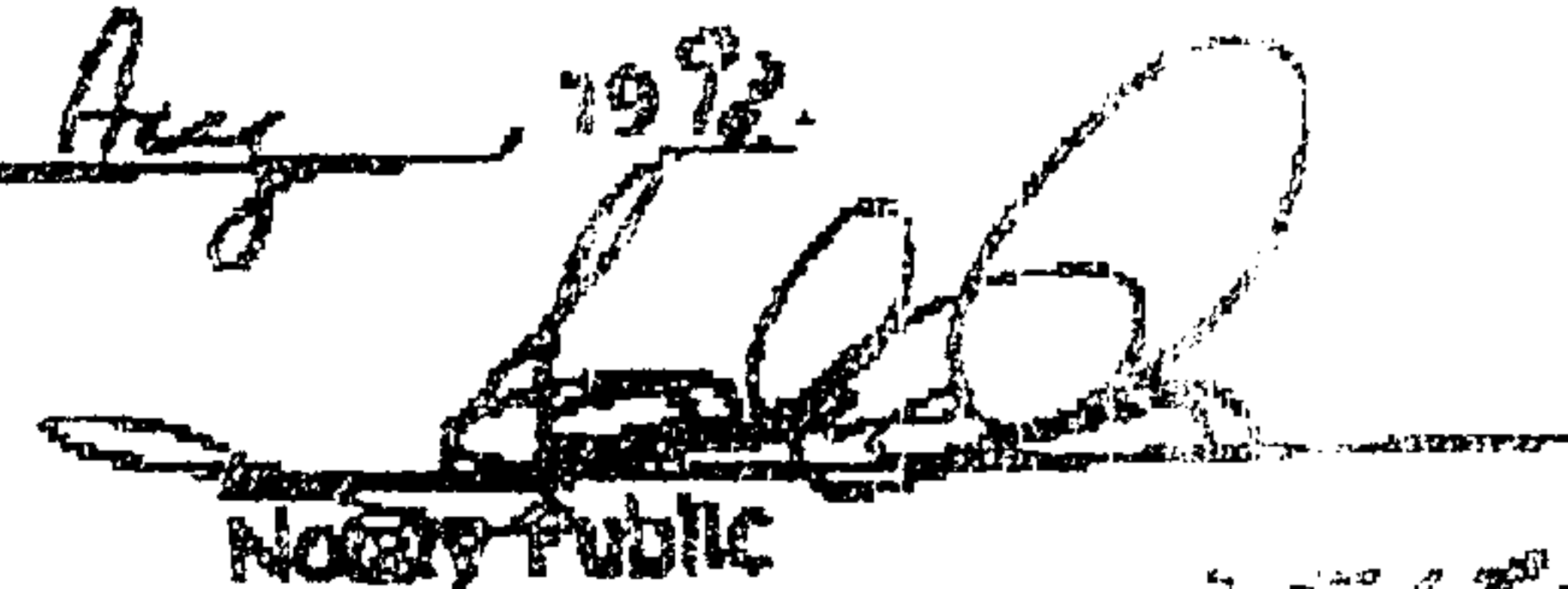
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STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Sandra Abel, a Notary Public in and for said County in said State, hereby certify that Charles S. Givianpour, whose name as President of Cycam Development Co., Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 21st day of Aug, 1998.


Notary Public
My Commission Expires: 12/5/2000

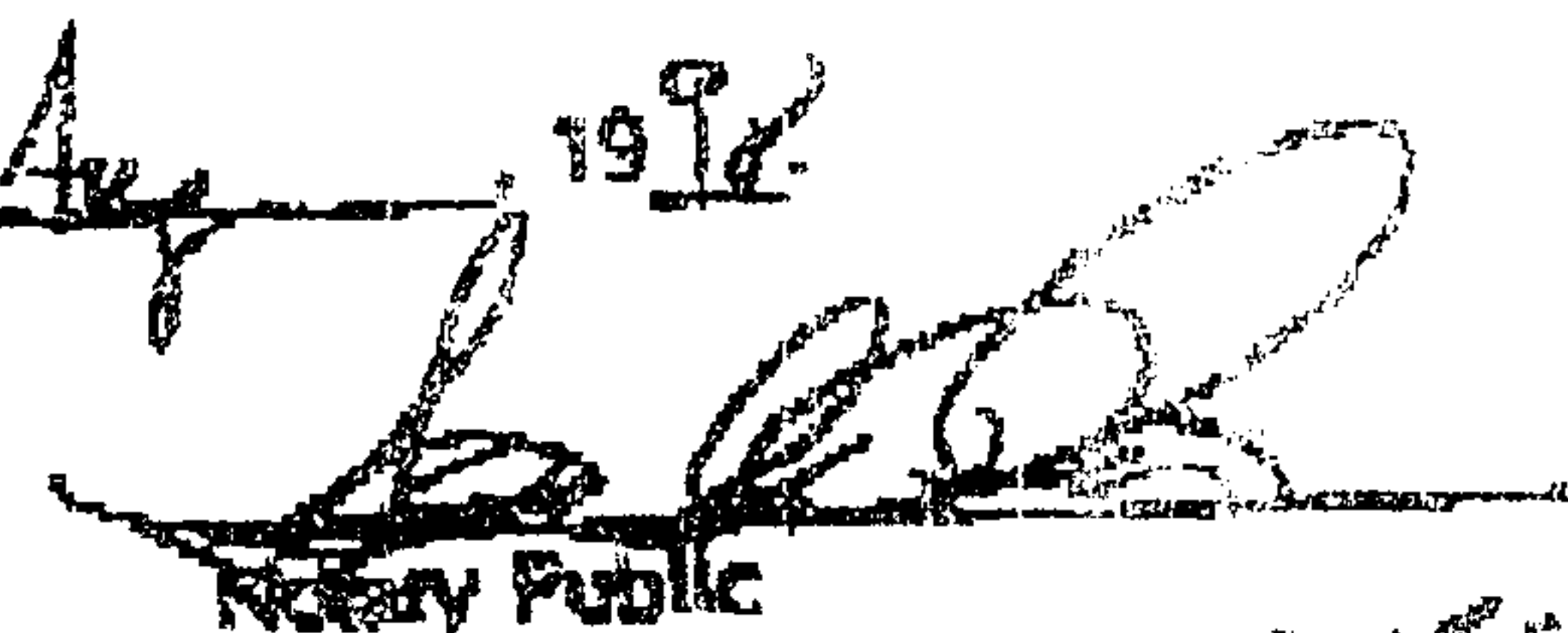
NOTARIAL SEAL

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Sandra Abel, a Notary Public in and for said County in said State, hereby certify that Charles S. Givianpour, whose name as trustee of the CSG Construction Company, Inc. Profit Sharing Trust, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said trust.


Given under my hand this 21st day of Aug, 1998.

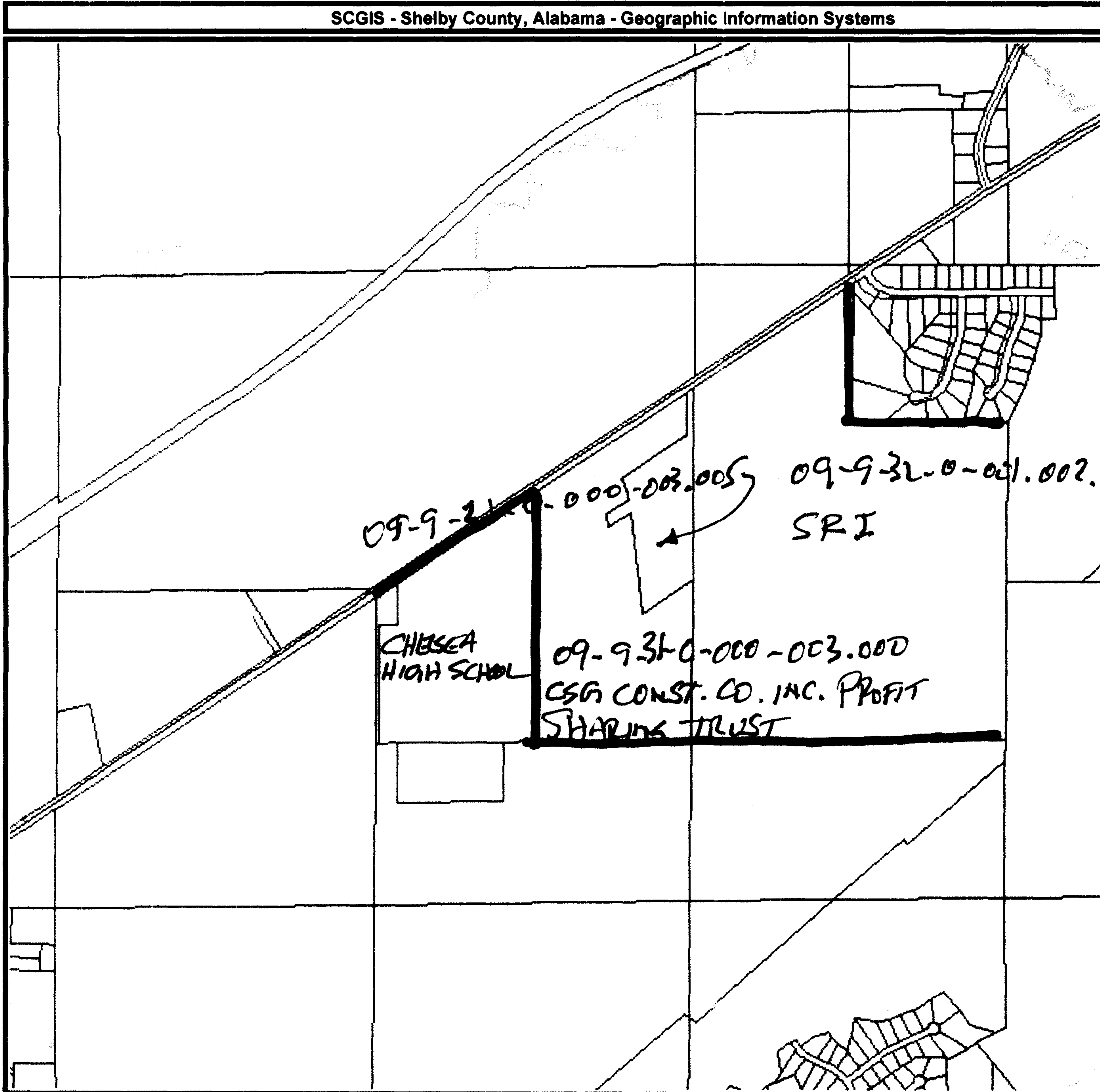

Notary Public
My Commission Expires: 12/5/2000

NOTARIAL SEAL

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SHELBY COUNTY JUDGE OF PROBATE
08/28/2006


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Shelby Cnty Judge of Probate, AL
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Map by SCGIS - Copyright 2005

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STATE OF ALABAMA)
)
SHELBY COUNTY)

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, **Charles S. Givianpour, the trustee of the CSG Construction Company, Inc. Profit Sharing Trust**, as owner of the following described property hereby make, constitute and appoint **John F. De Buys, Jr. and/or B. J. Harris**, or either of them, to act as my true and lawful attorney-in-fact, for me, and in my name, place and stead and on my behalf for the specific purpose of applying for and taking all necessary action to (i) annex unto the City of Chelsea, Alabama and (ii) rezone to the Planned Residential Development (PRD) zoning classification of the City of Chelsea, Alabama the property owned by me described on Exhibit A attached hereto.

This power of attorney shall not be affected or limited in any manner by my subsequent disability, incompetency, or incapacity.


This instrument is to be construed as a specific power of attorney for the purpose of the above-described acts only. Accordingly, I hereby authorize and empower the above-named attorney-in-fact to do and perform all that is necessary to perform the above-described acts with regard to the above-described property as fully and completely as I might or could have done personally; and I do hereby ratify and confirm all of the acts of my said attorney-in-fact which may be done by virtue of this power of attorney.

No person, firm or corporation relying in good faith upon this power of attorney shall incur any liability to me or to my estate as a result of permitting my attorney-in-fact to exercise any power, authority or discretion granted herein. Any such person, firm or corporation dealing with my attorney-in-fact may rely, without inquiry, upon the certification of my said attorney that this power of attorney has not been revoked. Nevertheless, I specifically reserve the right at any time to revoke this power of attorney by written instrument delivered to my said attorney-in-fact. Until notice of such revocation is received, however, all third parties may rely upon the representations and authority of my attorney-in-fact under the powers granted herein.

This power of attorney shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of December, 2005.

Charles S. Givianpour, trustee of the CSG Construction
Company, Inc. Profit Sharing Trust


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