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Shelby Cnty Judge of Probate, AL
07/02/2007 08:33:45AM FILED/CERT

394

City of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

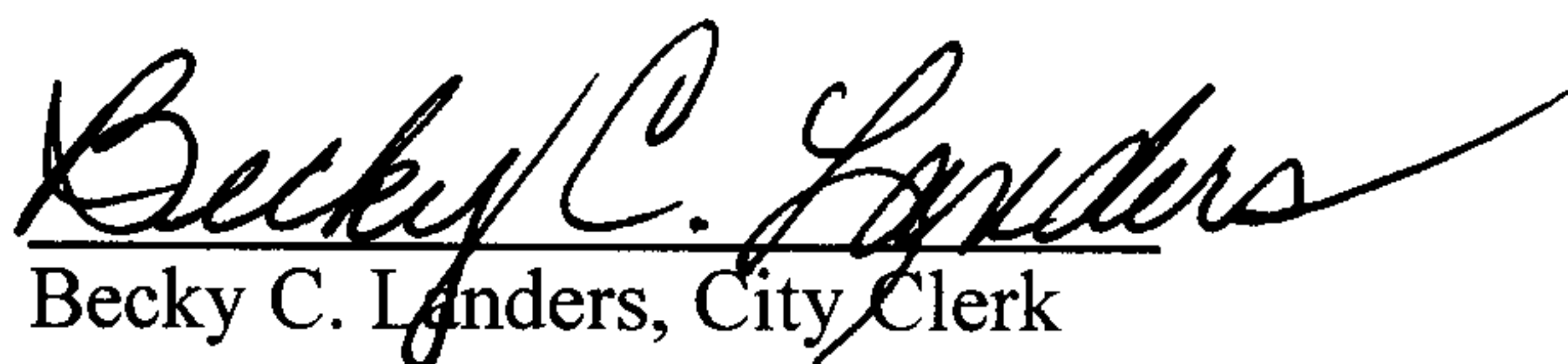
Ordinance Number: X-07-06-19-394

Property Owner(s): Shaw, Ralph E. & Sara M.

Property: Parcel ID #14-1-12-0-000-013.001

I, Becky C. Landers, 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 June 19, 2007 as same appears in minutes of record of said meeting, and published by posting copies thereof on June 20, 2007, at the public places listed below, which copies remained posted for five business days (through June 25th, 2007).

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


Becky C. Landers, City Clerk

City of Chelsea, Alabama

Annexation Ordinance No X-07-06-19-394

Property Owner(s): **Ralph E. & Sara M. Shaw**

Property: Parcel ID #14-1-12-0-000-013.001

Pursuant to the provisions of Section 11-42-21 of the Code of Alabama (1975),

Whereas, the attached written petition (as Exhibit B) 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

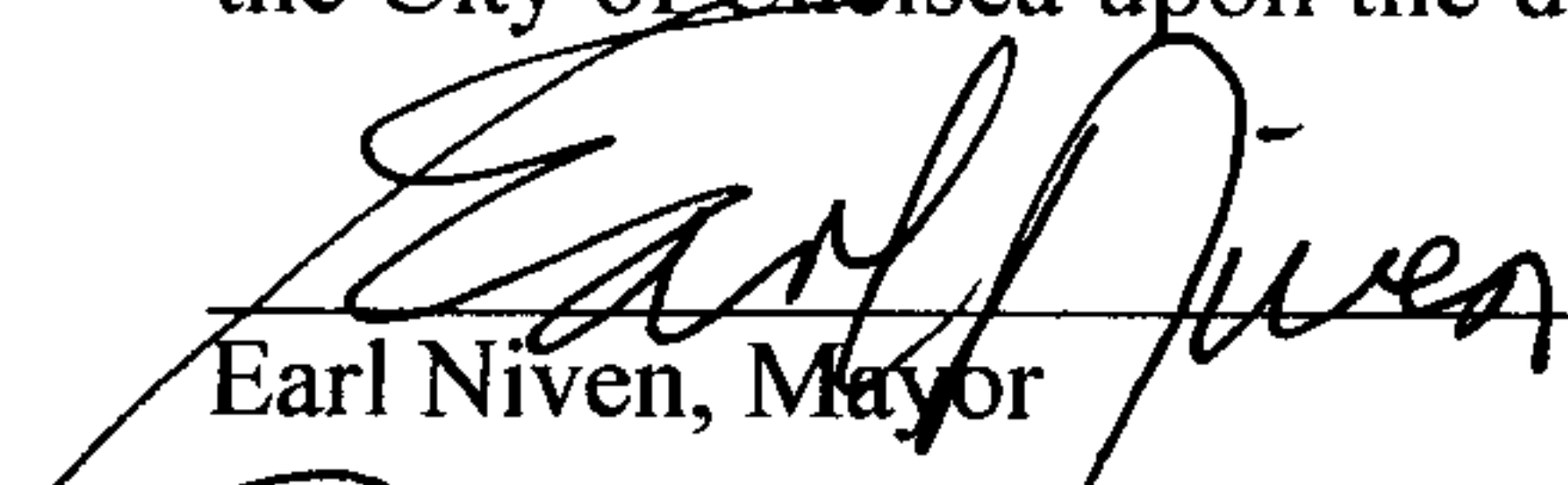
Whereas, said petition contains (as Petition Exhibit A) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; and

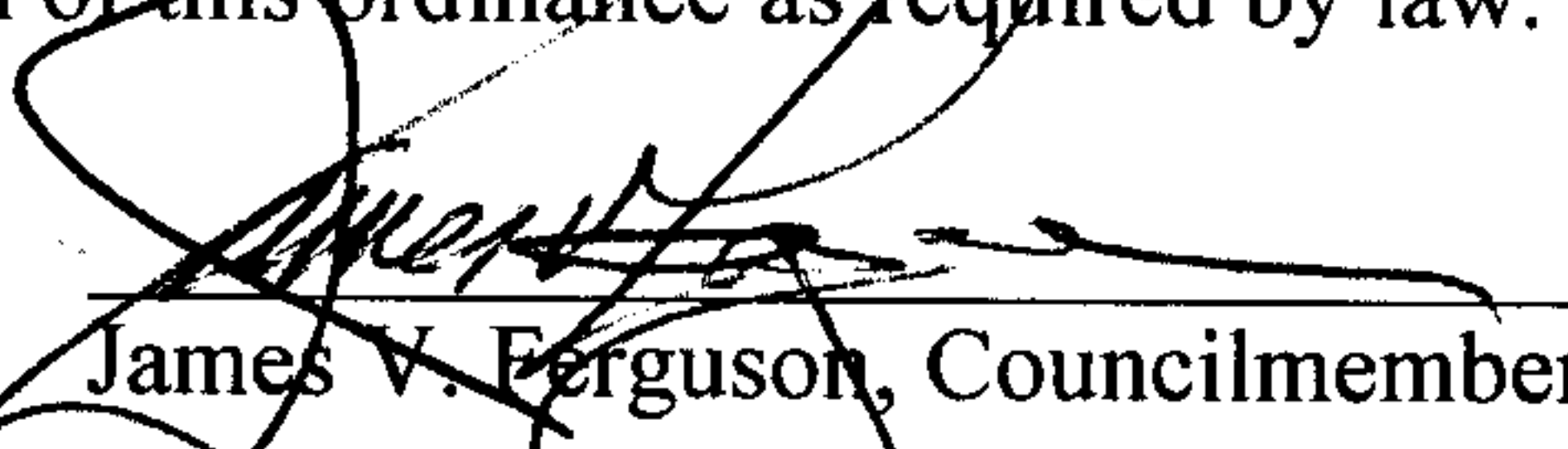
Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation, which is zoned AR which together is contiguous to the corporate limits of Chelsea;

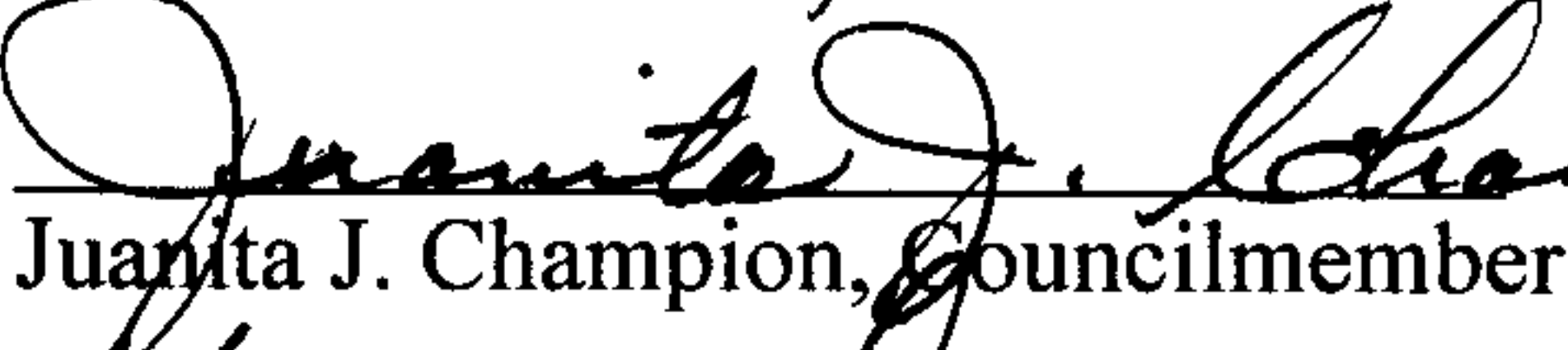
Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality

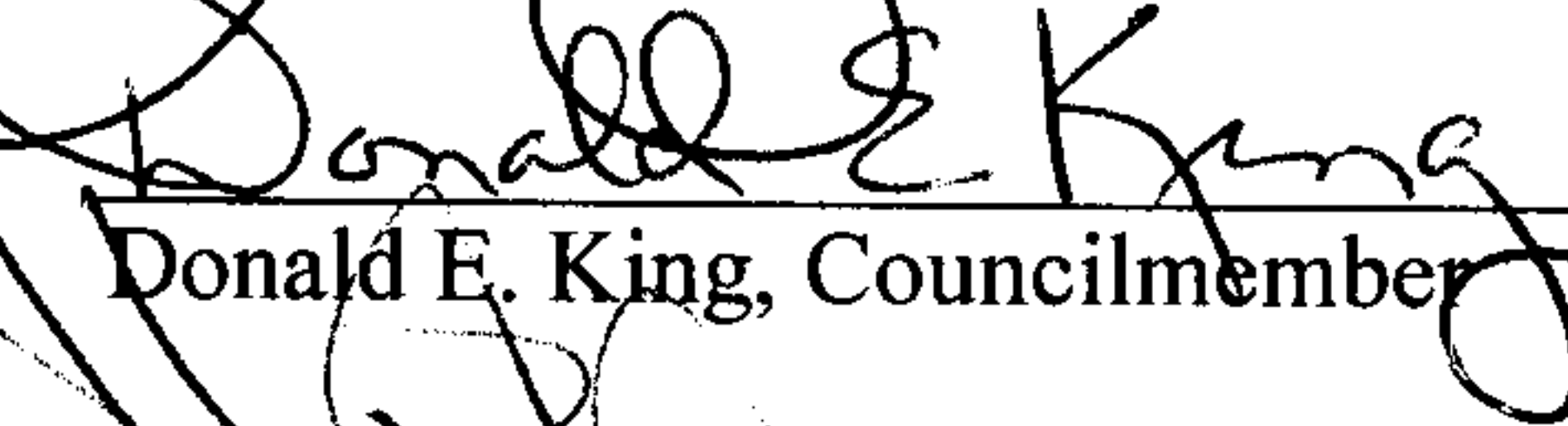
Therefore, be it ordained that the City Council of the City of Chelsea assents to the said annexation: and

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


James V. Ferguson, Councilmember


Juanita J. Champion, Councilmember


Donald E. King, Councilmember


Jeffrey M. Denton, Councilmember


Col. John Ritchie, Councilmember

Passed and approved this 19th day of June, 2007.


Becky C. Landers, City Clerk


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Petition Exhibit A

Property owner(s): Ralph E. & Sara M. Shaw

Property: Parcel ID#14-1-12-0-000-013.001

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 A), Instrument Book 265, Page 578.

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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Exhibit A

STATE OF ALABAMA
SHELBY COUNTY

WARRANTY DEED

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THIS INDENTURE, made and entered into on this the 8th day of November, 1982, by and between RALPH E. SHAW and wife, CAROLYN C. SHAW (hereinafter referred to as "Grantors"), and RALPH E. SHAW, JR. and wife, SARA M. SHAW;

W I T N E S S E T H :

That for and in consideration of Ten & 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by RALPH E. SHAW, JR. and wife, SARA M. SHAW, unto said Grantors, the receipt of which is hereby acknowledged, the said Grantors have bargained and sold, and by these presents do grant, bargain, sell and convey unto the said RALPH E. SHAW, JR. and wife, SARA M. SHAW, for and during their joint lives and upon the death of either of them to the survivor of them, in fee simple, the following described real property situated in Shelby County, Alabama, together with all improvements situated thereon, to-wit:

That certain tract or parcel of land situated in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 12; thence run South 00 degrees 26 minutes 43 seconds East, along and with the West line of said East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Southeast Quarter (SE 1/4) a distance of 337.87 feet to the center of a chert road, which said point is the point of beginning of the tract of land hereby conveyed; thence run North 88 degrees 18 minutes 58 seconds East along the center of said road a distance of 127.88 feet to a point; thence run North 77 degrees 58 minutes 54 seconds East, along the center of said road a distance of 118.08 feet to a point, which point is the beginning of a curve to the left, said curve having a central angle of 60 degrees 54 minutes 48 seconds, a radius of 51.02 feet, an arc length of 54.24 feet and a chord which bears North 47 degrees 18 minutes 52 seconds East; thence run along said arc, along centerline of said road, a distance of 54.24 feet to a point, which said point is the end of said curve; thence run North 16 degrees 51 minutes 28 seconds East, along centerline of said road a distance of 72.08 feet to a point; leaving said road, a distance of 38.86 feet to a point on the East line of the Northwest Quarter (NW 1/4) of said Southeast Quarter (SE 1/4); thence run South 00 degrees 26 minutes 43 seconds East, along and with said Quarter-Quarter line a distance of 306.53 feet to the Southeast corner of the said East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 12; thence run North 88 degrees 20 minutes 13 seconds West, along and with the South line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Southeast Quarter (SE 1/4) a distance of 330.24 feet to the Southwest corner of the said East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Southeast Quarter (SE 1/4); thence run North 00 degrees 26 minutes 43 seconds West, along and with the West

265 578

Ralph E. Shaw, Jr.
1980



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line of the said East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Southeast Quarter (SE 1/4) a distance of 127.46 feet to the point of beginning.

Said parcel containing 1.5 acres, more or less.

Said lands are conveyed subject to existing rights of way, easements, restrictions, set-back lines, utility easements, and limitations, if any, of record.

Grantors' source of title is found in Deed Book 268, at Page 284, Probate Office, Shelby County, Alabama.

It is understood that the purpose of this conveyance is to convey said real property to the said RALPH E. SHAW, JR. and wife, SARA M. SHAW for their joint lives, and that upon the death of either of them the survivor of them shall own the entire fee simple title to said real property, and that said real property shall during the time while both the said RALPH E. SHAW, JR. and wife, SARA M. SHAW are living, be subject to conveyance by deed or mortgage executed by both RALPH E. SHAW, JR. and wife, SARA M. SHAW.

TO HAVE AND TO HOLD, said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto the said RALPH E. SHAW, JR. and wife, SARA M. SHAW for and during their joint lives and upon the death of either of them to the survivor and the heirs and assigns of such survivor, in fee simple.

And for the consideration aforesaid, said Grantors hereby covenant with said RALPH E. SHAW, JR. and wife, SARA M. SHAW, that Grantors are seized of a good and indefeasible estate in said real property in fee simple; that Grantors have a good and lawful right to sell and convey the same; that the same is free from any liens or encumbrances except those noted above; and that Grantors will, and Grantors's heirs, executors and administrators shall forever warrant and defend the title to said real property unto said RALPH E. SHAW, JR. and wife, SARA M. SHAW, their heirs and assigns, from and against the lawful title, claims and demands of any and all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and affixed their seals on the date first above written.

Ralph E. Shaw
RALPH E. SHAW

Carolyn C. Shaw
CAROLYN C. SHAW

STATE OF: Alabama
COUNTY OF: Shelby

I, the undersigned, a Notary Public in and for said County and State hereby certify that RALPH E. SHAW and wife, CAROLYN C. SHAW, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being

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informed of the contents of the foregoing conveyance, they
executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of November, 1989.

Anna Almon
NOTARY PUBLIC

2-14-93

This Instrument Prepared By:
Buttram & McWhorter
Attorneys at Law
Centre, Alabama

BOOK 265 PAGE 580

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

89 NOV -9 11:10:34

William W. Shaw
JUDGE OF PROBATE

1. Deed Tax	-----	\$	50
2. Min. Tax	-----	\$	7.50
3. Recording Fee	-----	\$	3.00
4. Notary Fee	-----	\$	1.00
5. Stamp Fee	-----	\$	1.00
6. Other Fee	-----	\$	0.00
Total	-----	\$	12.00

Exhibit B

Town Clerk
Town of Chelsea
PO 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 26 day of Nov, 2006.


Witness


Owner

160 SHAW VALLEY ROAD
Mailing Address

Same
Property Address (if different)

205-678-7107
Telephone Number


Witness


Owner

160 SHAW VALLEY RD.
Mailing Address

Property Address

205-678-7107
Telephone Number

(4)

(All owners listed on the deed must sign)


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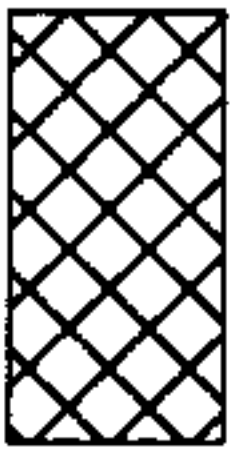


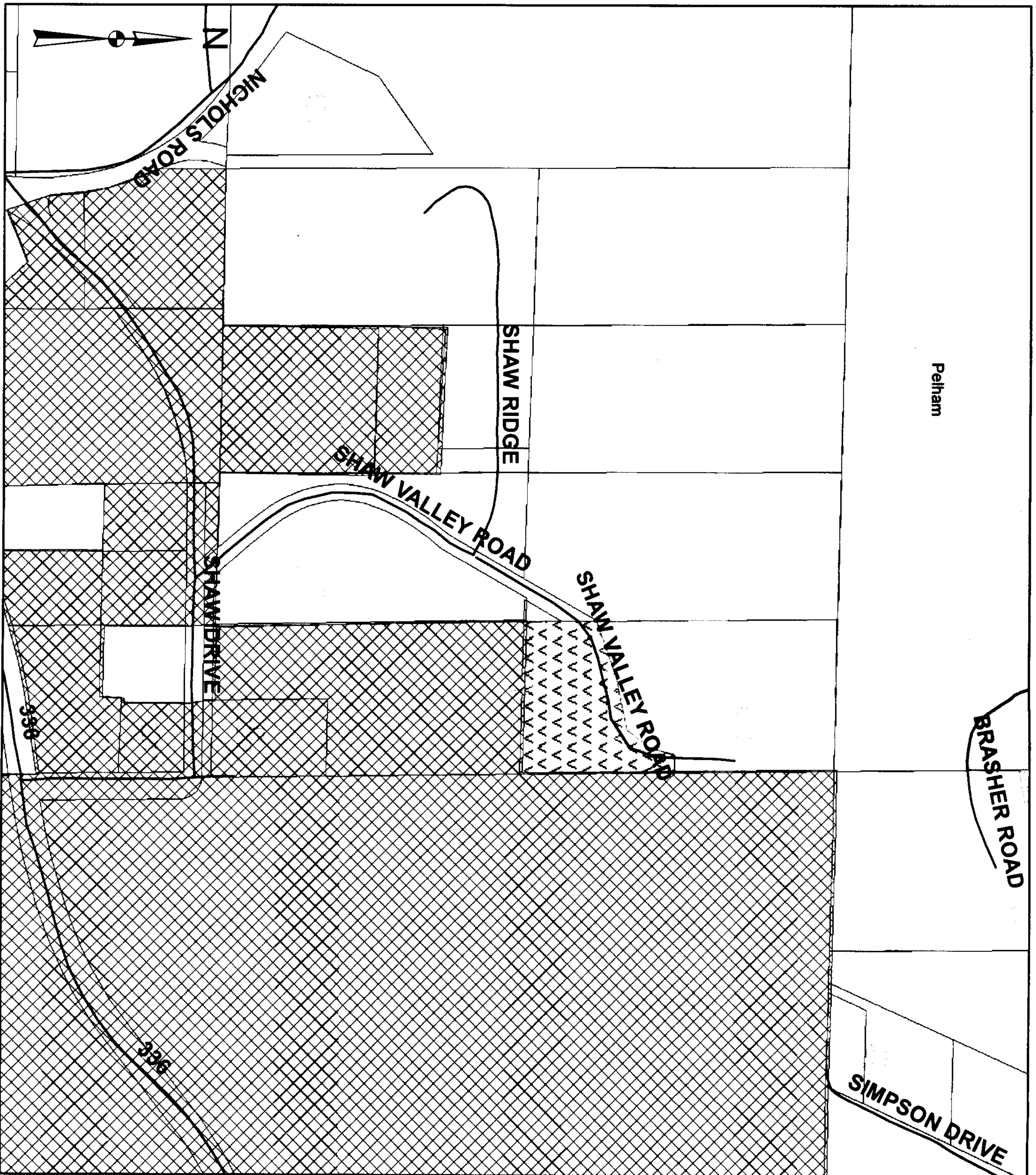
Mapping By:
Gerri Roberts
June 19, 2007



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Exhibit C
X-07-06-19-394
Tax Map ID#
14-1-12

-  Chelsea City Limits
-  Water
-  Buildings
-  Area to be Annexed



SHAW ANNEXATION