

City of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

Ordinance Number: **X-08-09-02-431**

Property Owner(s): **Billy & Sheila Overby**

Property: Parcel ID #**15-3-07-0-000-014.002**

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 September 2nd, 2008 as same appears in minutes of record of said meeting, and published by posting copies thereof on September 3rd, 2008, at the public places listed below, which copies remained posted for five business days (through September 8th, 2008).

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
Chelsea Senior Lodge, 708 County Rd 36, Chelsea, AL 35043
City of Chelsea Website-www.cityofchelsea.com


Becky C. Landers, City Clerk

City of Chelsea, Alabama

Annexation Ordinance No X-08-09-02-431

Property Owner(s): **Overby, Billy & Sheila**

Property: Parcel ID **#15-3-07-0-000-014.002**

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



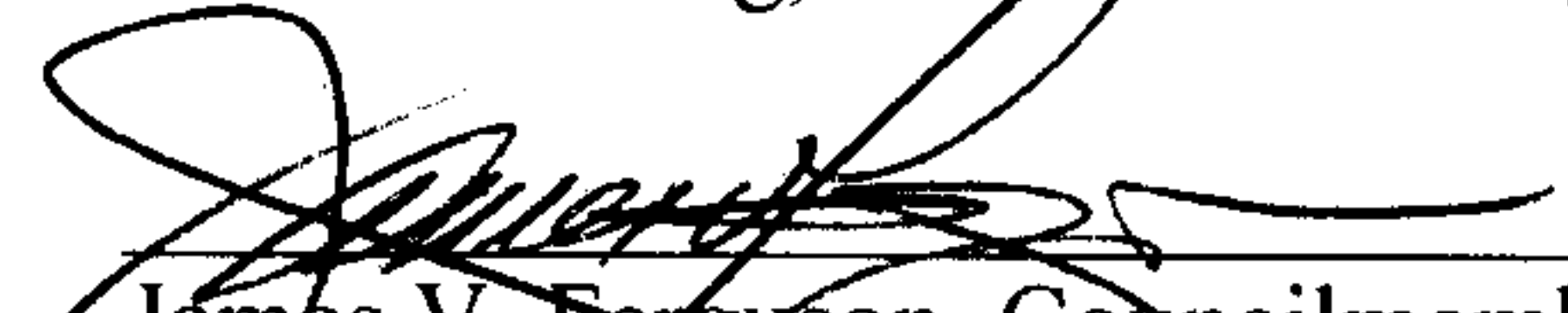
Tony Picklesimer, Councilmember



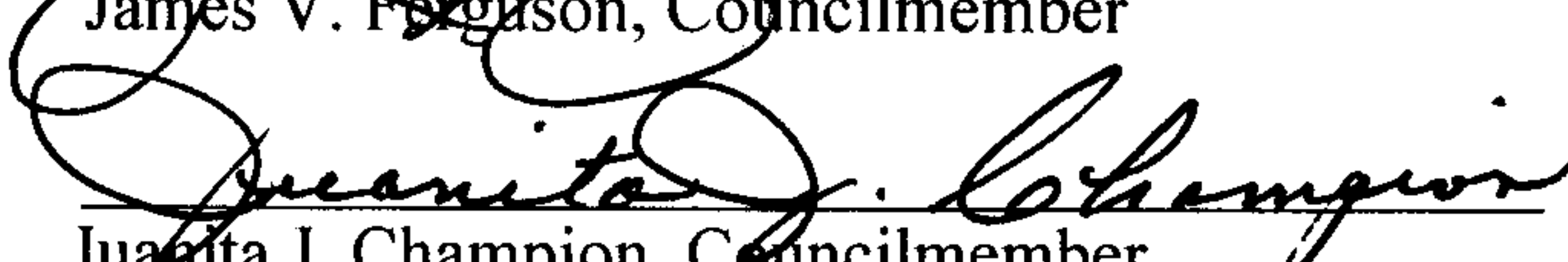
Jeffrey M. Denton, Councilmember



Donald E. King, Councilmember

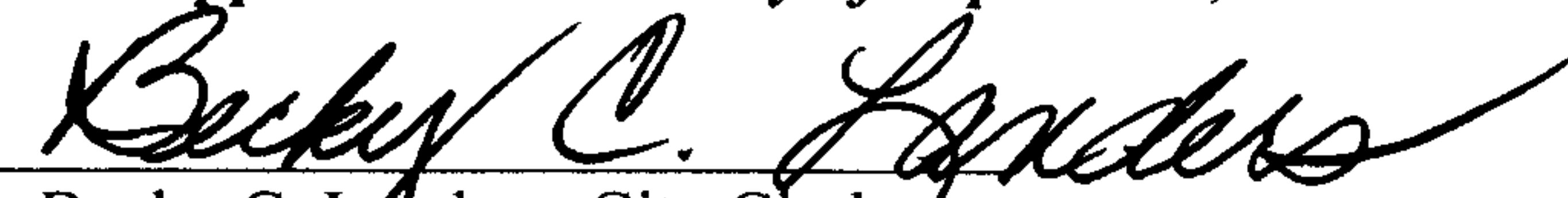


James V. Ferguson, Councilmember



Juanita J. Champion, Councilmember

Passed and approved this 2nd day of September, 2008.



Becky C. Lenders, City Clerk

Petition Exhibit A

Property owner(s): Billy & Sheila Overby

Property: Parcel ID #15-3-07-0-000-014.002

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), from Instrument #2002-10286.

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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Shelby Cnty Judge of Probate, AL
09/11/2008 02:51:43PM FILED/CERT

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.

Signed on the 26 day of AUG, 2008.

Becky C. Ladders
Witness

Sheila Overby
Owner Signature

SHEILA OVERBY
Print name

1714 Hwy 36
Mailing Address

SAME
Property Address (if different)

205-678-2757
Telephone Number (Day)

SAME
Telephone Number (Evening)

Becky C. Ladders
Witness

Billy Overby
Owner Signature

BILLY OVERBY
Print Name

1714 Hwy 36
Mailing Address

SAME
Property Address

205-678-2757
Telephone number

SAME
Telephone Number (Evening)

Number of people on property 2
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign)

This form provided by
SHELBY COUNTY ABSTRACT & TITLE CO., INC.

P. O. Box 752 - Columbiana, Alabama 35051
(205) 669-6204 (205) 669-6291 Fax (205) 669-3130

SEND TAX NOTICE TO:

(Name) Billy Overby
(Address) 660 Hwy 36
Chelsea AL 35043

This instrument was prepared by: **MIKE T. ATCHISON**
P. O. Box 822
Columbiana, AL 35051

Form 1-1-3 Rev. 4/99

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - Stewart Title Insurance Corp. of Houston, TX

STATE OF ALABAMA }
Shelby COUNTY } **KNOW ALL MEN BY THESE PRESENTS.**

That in consideration of Thirty Four Thousand Nine Hundred and no/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
Karen Cochran, a single woman

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

Billy Overby and Sheila Overby

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

Shelby

County, Alabama to-wit:

PARCEL I:

Commencing at the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, being the point of beginning; thence South 89 degrees 58 minutes 33 seconds East assumed along the North line of said 1/4-1/4 280.20 feet to the Northwesterly right of way line of County Highway 36, being the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 1908.23 feet, a central angle of 7 degrees 52 minutes 23 seconds, and a chord of 262.00 feet bearing South 53 degrees 46 minutes 12 seconds West; thence Southwesterly along said curve and line 262.21 feet to the point of curvature of a compound curve, concave to the Northwest, having a radius of 837.23 feet, a central angle of 5 degrees 52 minutes 42 seconds, and a chord of 85.86 feet, bearing South 54 degrees 10 minutes 39 seconds West; thence Southwesterly along said curve and line 85.90 feet to the West line of said 1/4-1/4; thence North 0 degrees 12 minutes 43 seconds East 205.22 feet to the point of beginning.

PARCEL II:

Commencing at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, being the point of beginning; thence North 89 degrees 58 minutes 33 seconds West assumed along the North line of said 1/4-1/4 50.73 feet; thence South 3 degrees 16 minutes 11 seconds East 228.48 feet to the Northwesterly right of way line of County Highway 36, being the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 2072.57 feet, a central angle of 1 degrees 11 minutes 47 seconds and a chord of 43.27 feet, bearing North 58 degrees 36 minutes 20 seconds East; thence Northeasterly along said curve and line 43.27 feet to the East line of said 1/4-1/4; thence North 0 degrees 12 minutes 43 seconds East a distance of 205.22 feet to the point of beginning.

Subject to taxes for 2002 and subsequent years, easements, restrictions, rights of way and permits of record.

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 the simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantee herein shall take as tenants in common. *\$30,900.00 of the above recited purchase price was paid from a mortgage recorded simultaneously herewith.

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, I have hereunto set my hand(s) and seal(s), this 22nd day of February, 2002.

WITNESS:

(Seal)

(Seal)

(Seal)

Karen Cochran (Seal)
Karen Cochran

STATE OF ALABAMA }
Shelby COUNTY }


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Shelby Cnty Judge of Probate, AL
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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Karen Cochran whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of February, A.D., 19 2002

My Commission Expires: 10/16/04

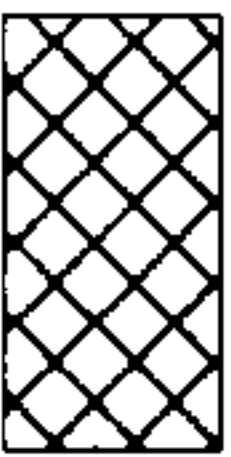
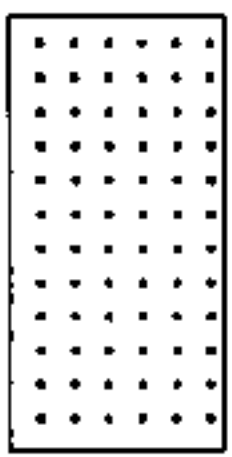
[Signature]
Notary Public.

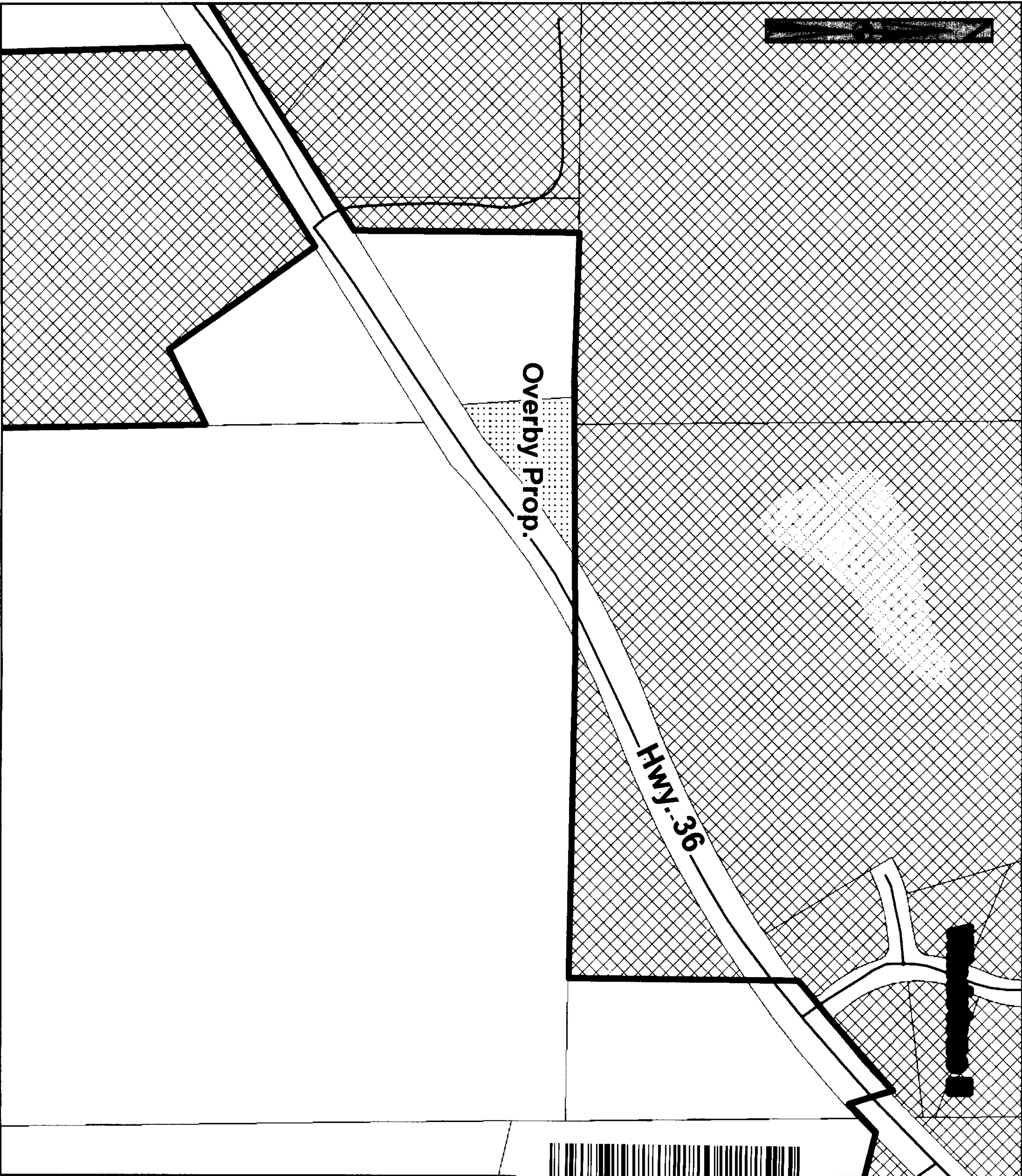


Mapping By:
Gerri Roberts
September 2, 2008

Exhibit C
X-08-09-02-431

Tax Map ID#
15-03-07

-  Chelsea City Limits
-  Area to be Annexed



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OVERBY ANNEXATION