

City of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

Ordinance Number: X-03-02-18-211

Property Owner(s): Black, Robert L. III and Mary M.

Property: (Part of the property identified below is to be annexed into the City of Chelsea)
Parcel "A"; West half of the NW1/4 of SW1/4, Section 5, Township 20 S, Range 1 West
and

Parcel "B"; the SE1/4 of the SE1/4 of Section 6 and the SW1/4 of the SW1/4 of Section
5, less and except the South 420 feet of said SW1/4 of SW1/4 of Section 5, all in
Township 20, Range 1 West.

Part of parcel "A" to be annexed is described as: 330 feet by 660 feet in the SE corner of
the SE1/4 of W1/2 of the NW1/4 of the SW1/4, Section 5, Township 20, Range 1 West.
Part of parcel "B" to be annexed is described as: that parcel as described in Section 6, less
990 feet by 660 feet in NE corner. Also, that parcel as described in Section 5, less 330
feet by 660 feet in the NW corner.

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 special meeting held on February 18, 2003 same appears in minutes of
record of said meeting, and published by posting copies thereof on February 19, 2003 at
the public places listed below, which copies remained posted for five business days
(through February 25, 2003).

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, Town Clerk

20090423000150430 2/8 \$32.00
Shelby Cnty Judge of Probate, AL
04/23/2009 02:17:34PM FILED/CERT

City of Chelsea, Alabama

Annexation Ordinance No. X-03-02-18-211

Property Owner(s): Black, Robert L. III & Mary M.

Property:

(Part of the property identified below is to be annexed into the City of Chelsea)

Parcel "A"; West half of the NW1/4 of SW1/4, Section 5, Township 20 S, Range 1 West and

Parcel "B"; the SE1/4 of the SE1/4 of Section 6 and the SW1/4 of the SW1/4 of Section 5, less and except the South 420 feet of said SW1/4 of SW1/4 of Section 5, all in Township 20, Range 1 West.

Part of parcel "A" to be annexed is described as: 330 feet by 660 feet in the SE corner of the SE1/4 of W1/2 of the NW1/4 of the SW1/4, Section 5, Township 20, Range 1 West.

Part of parcel "B" to be annexed is described as: that parcel as described in Section 6, less 990 feet by 660 feet in NE corner. Also, that parcel as described in Section 5, less 330 feet by 660 feet in the NW corner.

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

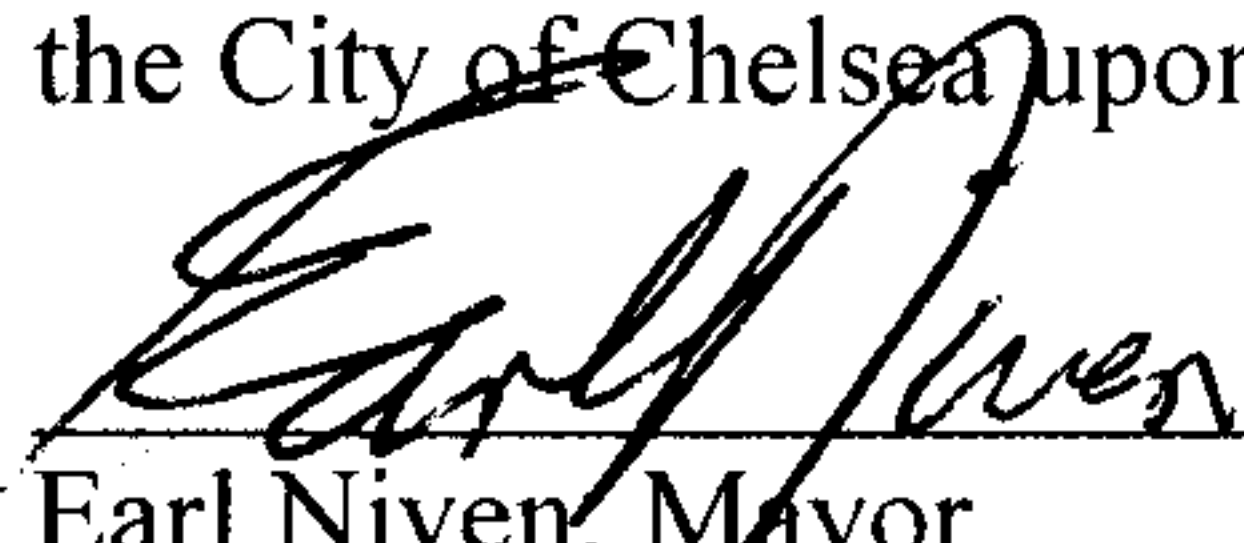
Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation, which is zoned AR, which together is contiguous to the corporate limits of Chelsea;

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

Whereas, even though said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Pelham overlap, this annexation of said property is equidistant from the respective corporate limits of Chelsea and Pelham (i.e. it is half way between the corporate limits of Chelsea and the corporate limits of Pelham).

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



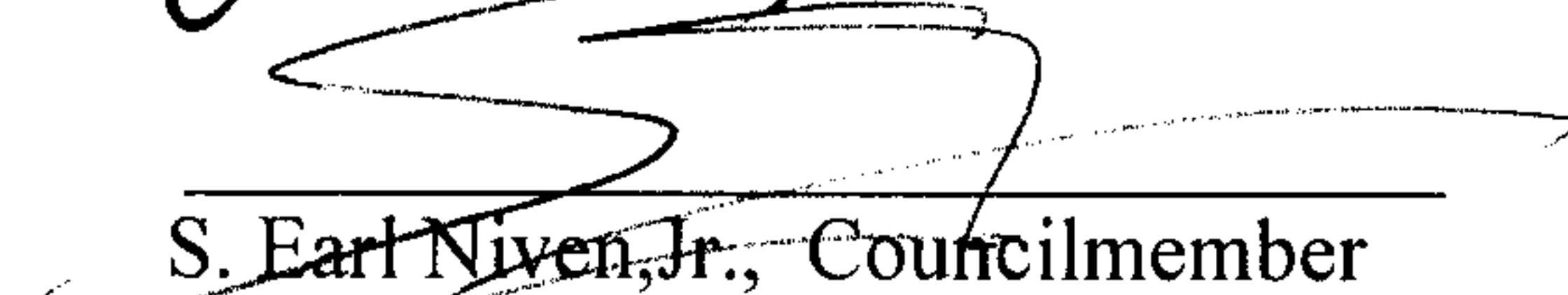
Allen Boone, Councilmember



Doug Ingram, Councilmember



Jimmy Lovvorn, Councilmember

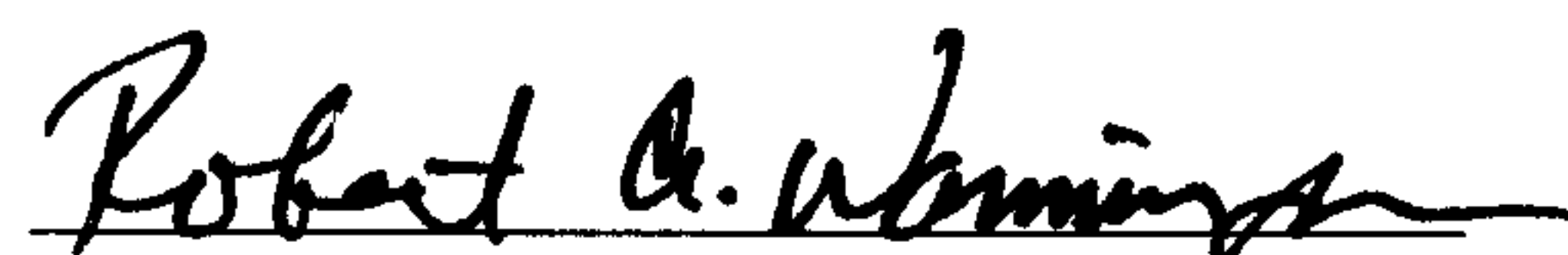


S. Earl Niven, Jr., Councilmember




John Ritchie, Councilmember


Passed and approved 18th day of FEB, 2003



Robert A. Wanninger, Town Clerk


20090423000150430 3/8 \$32.00
Shelby Cnty Judge of Probate, AL
04/23/2009 02:17:34PM FILED/CERT

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

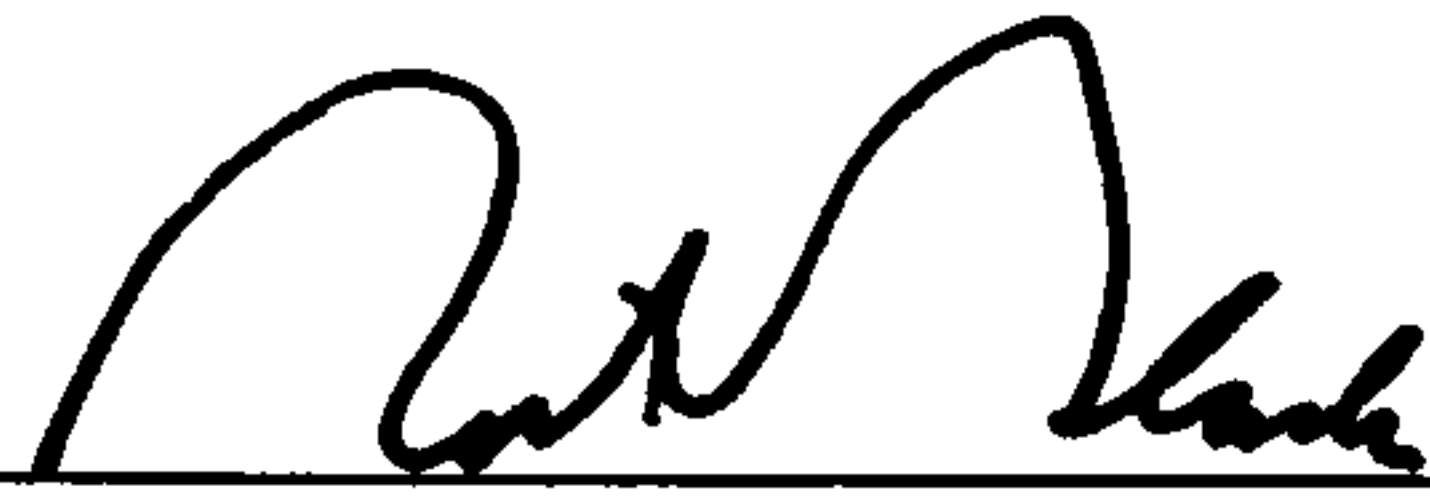

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Shelby Cnty Judge of Probate, AL
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Petition for Annexation

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 12th day of February, 2003.


Witness

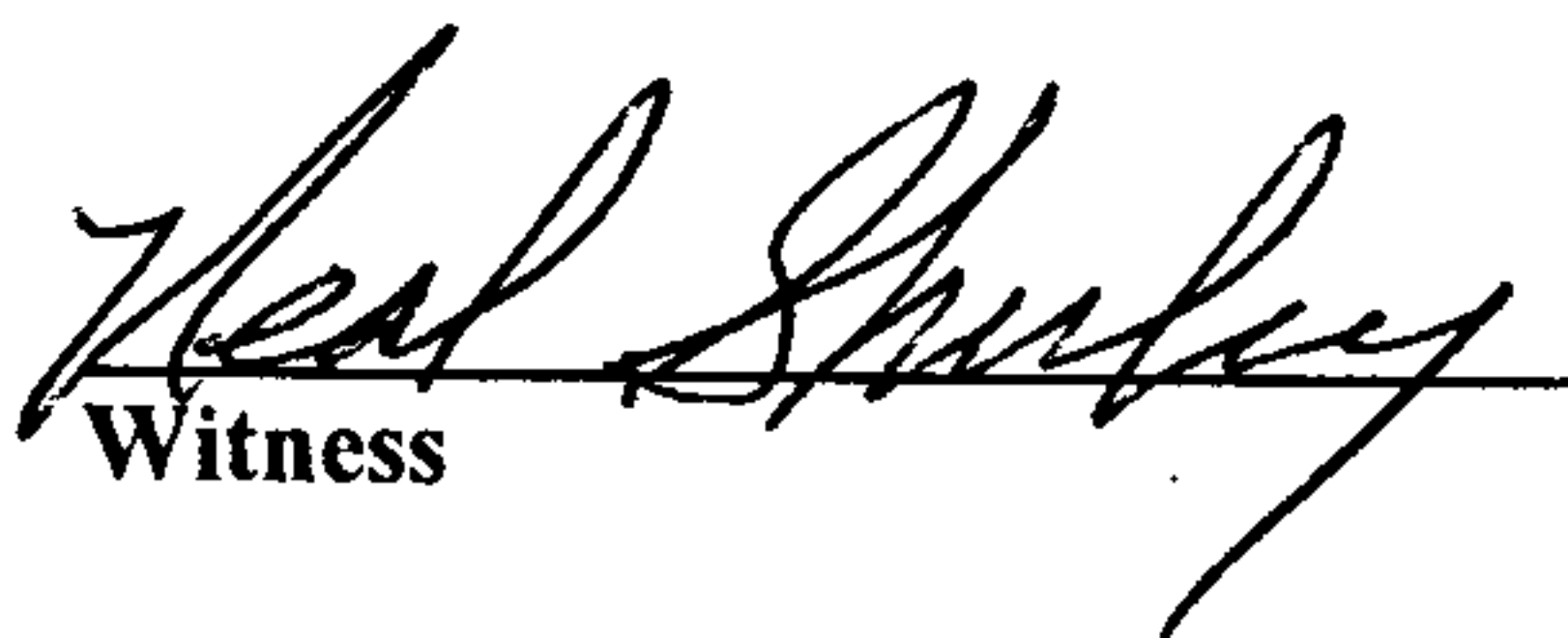

Owner

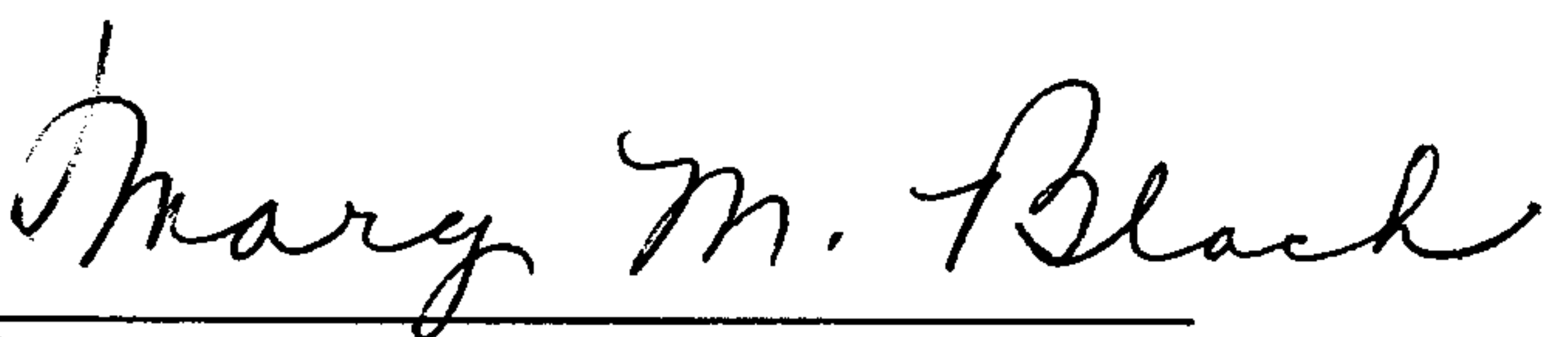
2310 Hunter's Cove;

Mailing Address
Vestavia, Al 35216
Chelsea, Al.

Property Address (if different)

(205) 823-4725
Telephone Number


Witness


Owner

2310 Hunters Cove, Vestavia Al
Mailing Address
35216

Chelsea, Al
Property Address

(205) 823-4725
Telephone number

(All owners listed on the deed must sign)

Petition Exhibit A

Property owner(s): Black, Robert L. III, and Mary M.

Property: As described above.

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) Which was recorded with the Shelby County judge of probate on February 26, 1986 and recorded in map book 062, page 168.

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 lay within the corporate limits of any other municipality. However, it does lie within the police jurisdiction of Pelham. It is the intention of this to be the first annexation in a series of annexations to adhere to Section 11-42-21 of the Code of Alabama, 1975 which allows for annexations where the police jurisdictions of two cities overlap.



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15 Ac(c)

362 Ac(c)

EXHIBIT "C"

2.001
122 Ac(c)

1.001
67 Ac(c)

PELHAM CITY LIMITS

PELHAM CITY LIMITS

4
62 Ac(c)

18.002
17 Ac(c) LAND
3 Ac(c) WATER
20 Ac(c) TOTAL

18.001
19 Ac(c) LAND
3 Ac(c) WATER
22 Ac(c) TOTAL

33 Ac

40 Ac

40 Ac(c)

40 Ac(c)

19.001
8 Ac(c)

10
6.9 Ac(c)

8
7.65 Ac

37 Ac(c)

31 Ac(c)

40 Ac(c)

34 Ac(c)

11
8.86 Ac(c)

7
484

| PELHAM | CITY |
|--------|--------|
| 305.20 | 284.8 |
| 210 | 210 |
| 7 | 8.001 |
| 20 | 414.80 |
| 305.20 | 284.8 |
| 210 | 210 |

11 Ac(c)

12
72 Ac(c)

CHELSEA CITY LIMITS:

TO BE ANNEXED:

MAP BOOK:
062 Pg 160
417 Pg 545

ORD. 211

18.012
6.66 Ac

5.8 Ac

7 Ac

9.54 Ac

18.006
8 Ac

18.009
7.01 Ac

21.008
19 Ac(c)

21.016
21.014

21.0

5.2 A

1339

SEND TAX NOTICE TO:

DR.
(Name) Robert Lee Black, III
2310 Hunter Cove
(Address) Bham AL 35216

This instrument was prepared by
(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW
(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-27 Rev. 1-66
WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

50002

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE AND NO/100 (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,
Catherine Black, widow of Robert L. Black, Jr.

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Robert Lee Black, III

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

West half of the NW¼ of SW¼, Section 5, Township 20 S, Range 1 West.

Also a drainage easement as the same now exists (which is defined in instrument dated October 10, 1964 recorded in Deed Book 232, page 560, Probate Office of Shelby County) in the NW corner of NE¼ of SW¼ of Section 5, Township 20 South, Range 1 West; which said drainage easement drains the spillway of a lake and dam situated in NW¼ of SW¼ of Section 5, Township 20 South, Range 1 West, which said easement is located on and across a triangular parcel of land described as follows: Begin at NW corner of NE¼ of SW¼ of Sec. 5, Township 20 South, Range 1 West; and run thence Southerly along the West boundary of said Quarter-Quarter Section 110 feet to a point; thence Northeasterly to a point on the North boundary of said Quarter Quarter Section, which is 97 feet East of the NW corner of said Quarter Quarter Section; thence West along North boundary of said Quarter Quarter Section 97 feet to point of beginning.

BOOK 062 PAGE 168

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

1986 FEB 26 PM 1:24

Thomas G. Stevenson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ 50
2. Mtg. Tax
3. Recording Fee 250
4. Indexing Fee 100
TOTAL 400

20090423000150430 7/8 \$32.00
Shelby Cnty Judge of Probate, AL
04/23/2009 02:17:34PM FILED/CERT

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

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 hands(s) and seal(s), this 26th day of February, 1986

(Seal)
(Seal)
(Seal)

Catherine Black
Catherine Black
(Seal)
(Seal)
(Seal)

STATE OF ALABAMA }
SHELBY COUNTY }

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Catherine Black, widow of Robert L. Black, Jr., 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 26th day of February, A. D., 1986

Edward M. Foster Jr.
Notary Public

copy

Document was prepared by

WALLACE, ELLIS, HEAD & FOWLER

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert L. Black, III and wife, Mary M. Black

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

James Earl Braden and Frances Jeanette Braden

(hereinafter called "Mortgagee", whether one or more), in the sum

of Seventy-seven thousand two hundred and no/100 ----- Dollars
(\$77,200.00), evidenced by promissory note of this date bearing interest at the rate of
11% per annum payable over a period of fifteen (15) years at the rate of \$877.47
per month, the first payment being due on the 1st day of February, 1982,
and monthly thereafter until said sum is paid in full.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Robert L. Black, III and wife, Mary M. Black

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
real estate, situated in Shelby County, State of Alabama, to-wit:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6 and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, less and except
the South 420 feet of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, all in Township 20, Range 1 West.

THIS IS A PURCHASE MONEY MORTGAGE.

Mortgagors shall have the right to prepay without penalty or unearned interest any part
of the principal indebtedness secured hereby. In addition, mortgagees agree to release
upon request of mortgagors a portion of mortgage property not to exceed twenty (20)
acres in size upon the prepayment on principal of \$1,000.00 per acre for the property
so released and further provided that should said release be requested due to an
anticipated sale of said property and in the further event the sales price exceeds
\$2,000.00 per acre, mortgagors shall pay one-half of the salesprice for each acre so
released in lieu of the \$1,000.00 per acre prepayment provided above.

Mortgagees shall not be required to execute any release of any land from this mortgage
unless all remaining property under mortgage shall have a minimum access of 60 ft. out
to the highway.

20090423000150430 8/8 \$32.00
Shelby Cnty Judge of Probate, AL
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W. E. N. J.

against any adverse claims, except as stated above.