

City of Chelsea

P.O. Box 111
Chelsea, Alabama


20110407000108530 1/8 \$33.00
Shelby Cnty Judge of Probate, AL
04/07/2011 01:21:08 PM FILED/CERT

Certification Of Annexation Ordinance

Ordinance Number: **X-11-03-29-509**

Property Owner(s): **Donal & Betty Marrs**

Property: Parcel ID **#08-9-32-0-000-006.000**

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 March 29, 2011 as same appears in minutes of record of said meeting, and published by posting copies thereof on March 30, 2011, at the public places listed below, which copies remained posted for five business days (through April 4th, 2011).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043
Chelsea Sports Complex, Highway 39, Chelsea, Alabama 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043
Chelsea Senior Lodge, 706 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-11-03-29-509

Property Owner(s): **Donal & Betty Marrs**

Property: Parcel ID #**08-9-32-0-000-006.000**

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

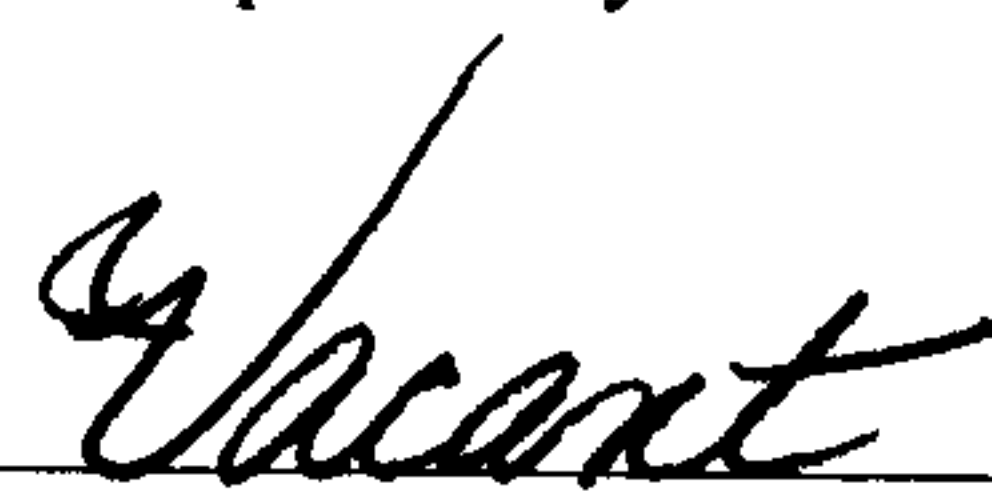
Whereas, said property is contiguous to the corporate limits of Chelsea, or is a part of a group of properties submitted at the same time for annexation, which is zoned AR which together is contiguous to the corporate limits of Chelsea;

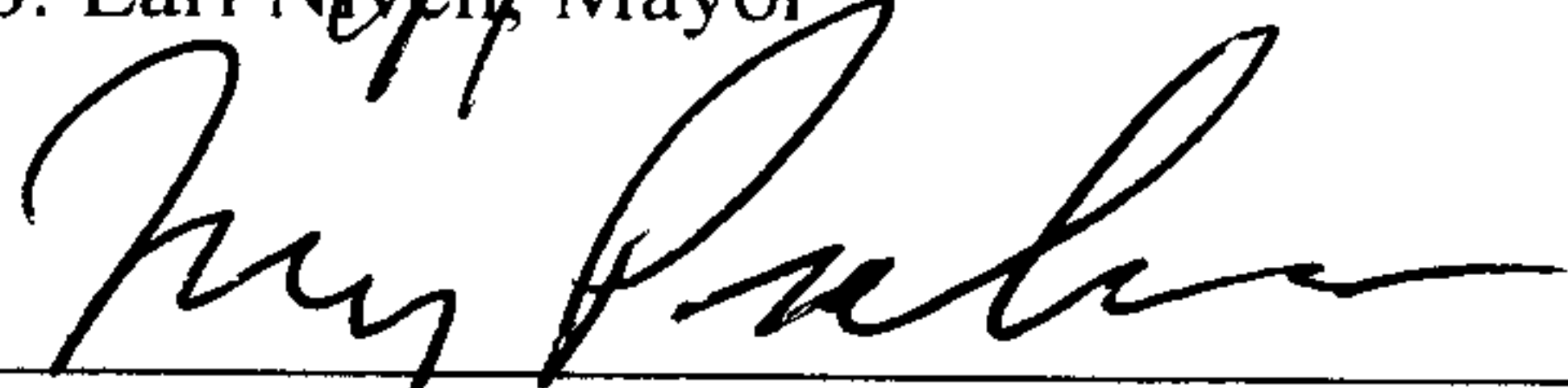
Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality

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

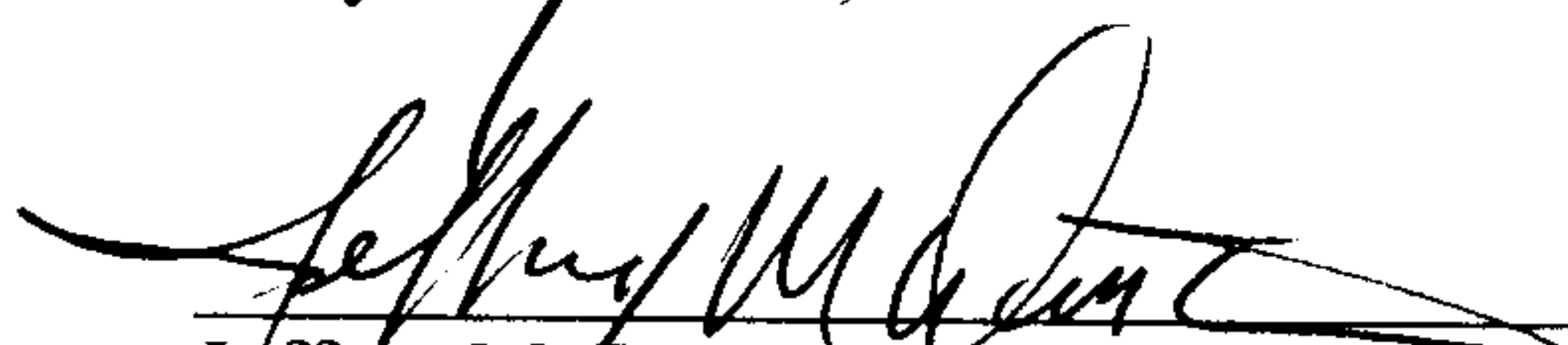
Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the City of Chelsea upon the date of publication of this ordinance as required by law.

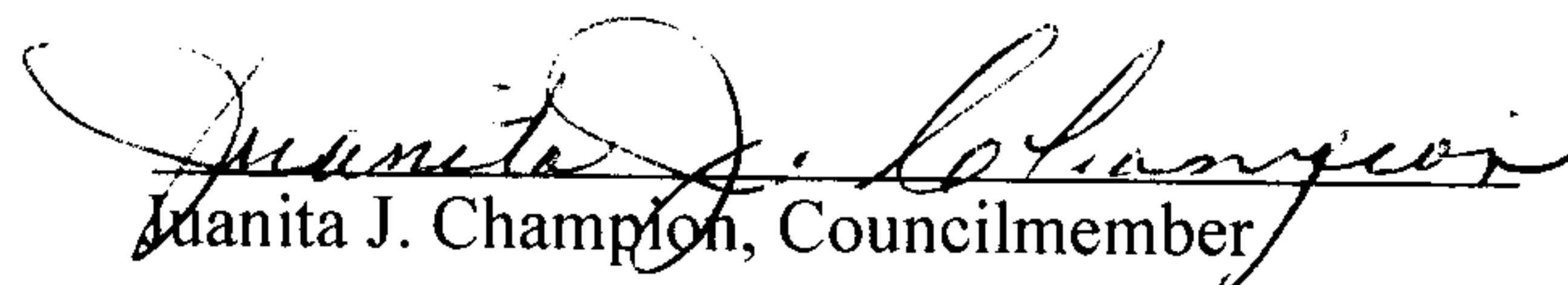

S. Earl Niven, Mayor


Vacant, Councilmember

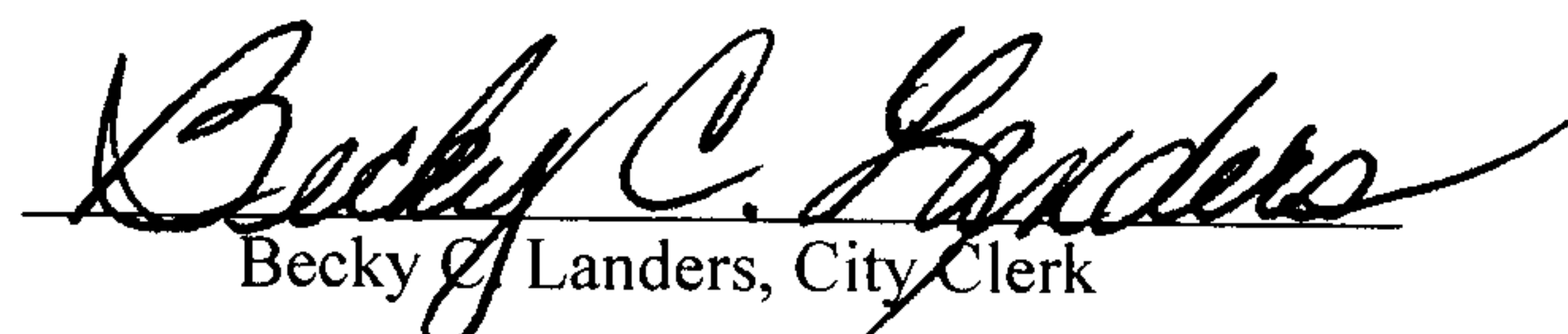

Tony Picklesimer, Councilmember


Robert Barnes, Councilmember


Jeffrey M. Denton, Councilmember


Juanita J. Champion, Councilmember

Passed and approved this the 29th day of March, 2011


Becky C. Landers, City Clerk


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Petition Exhibit A

Property owner(s): Donal & Betty Marrs

Property: Parcel ID #08-9-32-0-000-006.000

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 A), Instrument # 20081014000403910, Map Book 19, Page 82, less the Hobbs property in the description and is filed with the Shelby County Probate Judge.

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.

Exhibit "A"
STATE OF ALABAMA }
COUNTY OF SHELBY }

20081014000403910 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
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GENERAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that BETTY MAE MARRS and DONAL RAY MARRS, wife and husband, hereinafter referred to as Grantors, for and in consideration of the sum of THIRTY-SEVEN THOUSAND, FIVE HUNDRED and 00/100THS DOLLARS (\$37,500.00), receipt of which is hereby acknowledged, and other good and valuable consideration, cash in hand paid to the Grantors by DONNA LEE HOBBS and WARREN W. HOBBS, hereinafter referred to as the Grantees, do hereby grant, bargain, sell, warrant and convey unto the said Grantees an equal undivided interest jointly and as joint tenants in common with rights of survivorship, and to their survivors, and to the heirs and assigns of such survivors, all of their right, title and interest in and to all that certain real property lying and being situated in the County of Shelby, State of Alabama, particularly described as follows:

Part of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Beginning at an existing 2" iron bar found marking the Northeast corner of Lot 5, Lake Cameron, as recorded in Map Book 19, Page 82, in the Office of the Judge of Probate, Shelby County, Alabama; run in the Westerly direction along the North line of said Lot 5 and its Westerly extension thereof for a distance of 181.57 feet to an existing iron rebar set by Weygand and being on the Southeast prescriptive right-of-way line of Shelby County Highway #438; thence turn an angle to the right of 136 feet, 36 minutes, 56 seconds and run in a Northeasterly direction along the Southeast prescriptive right-of-way line of said Shelby County Highway #438 for a distance of 139.35 feet to the point of beginning of a curve, said curve being concave in a Northwesterly direction and having a central angle of 15 feet, 33 minutes and 55 seconds, and a radius of 505.40 feet and being the Southeast prescriptive right-of-way line of said Shelby County Road #438; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve and along the Southeast right-of-way (prescriptive) line of said Shelby County Highway #438 for a distance of 137.30 feet to an exiting iron rebar set by

Shelby County, AL 10/14/2008
State of Alabama

Deed Tax: \$.50

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Weygand; thence turn an angle to the right from the chord of last mentioned curve of 142 feet, 44 minutes, 04 seconds and run in a Southerly direction of 202.42 feet, more or less, to the point of beginning. Containing 0.38 acres, more or less.

The above described property includes a 1989 Manufactured Home Make: Embassy Mobile Homes, Model: 5628FR3N2B, Serial Numbers GDAIAL-02-89-7313 A & B, Size: 27.5 X 52.5, which is permanently affixed to said real estate.

To have and to hold, the same together with all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining unto the said Grantees, and upon the death of either of them, then to the survivor of them, the heirs and assigns of such survivor forever.

The Grantors hereby covenant with the Grantees, except as otherwise provided, that they are seized of an indefeasible estate in fee simple in and to said property and that said real property is free from and clear of all liens and encumbrances and they do hereby warrant and will forever defend the title to said real property unto the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

Provided, however, that this conveyance is made subject to and the following are hereby excepted from the covenants and warranties in this instrument contained:

1. Ad valorem taxes.
2. Easements, rights of way, reservations, assessments and restrictive covenants of record, in the Probate Court of Shelby County, Alabama.
3. The property conveyed hereby is conveyed to Grantees in its "as is" condition. Grantors have made no representation or warranty of any kind or character, expressed or implied, as to the merchantability, suitability for any particular purpose, habitability, or condition of the property conveyed hereby. By accepting this deed, Grantees acknowledge that Grantees have inspected and examined the property conveyed hereby and are not relying on any representation or warranty, expressed or implied, by the Grantors as to any of the foregoing.
4. The Grantors also except from the warranties and covenants herein


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contained any fence or other encroachment which might exist upon the property hereby conveyed.

5. The usage of the masculine, feminine or neuter pronouns herein are intended to apply interchangeably. Likewise, singular numbers shall include the plural, and plural numbers shall include the singular wherever appropriate. Also, plural verbs are intended to be singular and singular verbs are intended to be plural wherever appropriate. Further, reference to the words "Grantor" or "Grantee", singular or plural, are also intended to include the heirs, successors and assigns thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 30 day of September, 2008.

Betty Mae Marrs
BETTY MAE MARRS, Grantor

Donal Ray Marrs
DONAL RAY MARRS, Grantor

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that BETTY MAE MARRS and DONAL RAY MARRS, whose names are signed to the foregoing conveyance and who were made 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 the 30 day of September 2008.

Julie Coxier
NOTARY PUBLIC
My Commission Expires: JAN 24 2010

Grantee's address:

Quantity of Land Conveyed: _____

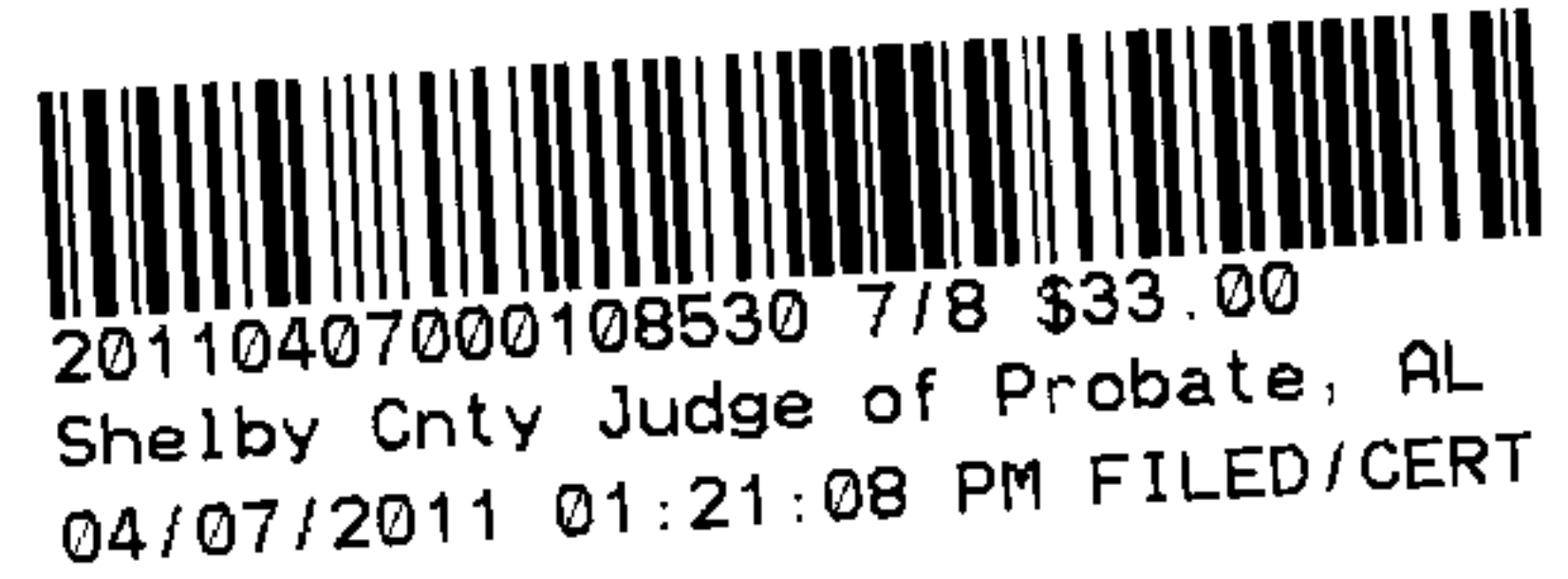
THIS INSTRUMENT WAS PREPARED BY WILLIAM B. JACKSON, II, ESQ., STOKES & CLINTON, PC 1000 DOWNTOWNER BLVD., POST OFFICE BOX 991801, MOBILE, ALABAMA 36691, (251) 460-2400 THE DEED HAS BEEN PREPARED SOLELY ON THE INFORMATION FURNISHED BY STREAMLINE TITLE SERVICES OF ALABAMA, LLC., AND NO TITLE SEARCHES AND/OR INDEPENDENT CONFIRMATION OF SUCH INFORMATION HAS BEEN PERFORMED BY SAID ATTORNEY.


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

Exhibit "B"



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 11 day of March, 2011.

Bucky C. Sanders
Witness

Betty Marrs
Owner Signature

Betty Marrs
Print Name

4250 Hwy 32 Wilsonville, AL
Mailing Address 35182

Property Address (If different)

205 678-2484
Telephone Number (Day)

205 678-2484
Telephone Number (Evening)

Bucky C. Sanders
Witness

Donna R. Marrs
Owner Signature

DONNA RAY MARRS
Print Name

4250 Hwy 32 Wilsonville, AL
Mailing Address 35186

Number of people on property 2

Proposed property usage: (Circle One)
Commercial Residential

Property Address (If different)

205 678-2484
Telephone Number (Day)

(205) 678-2484
Telephone Number (Evening)

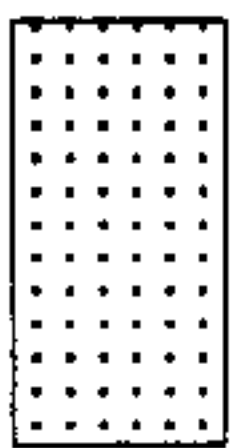


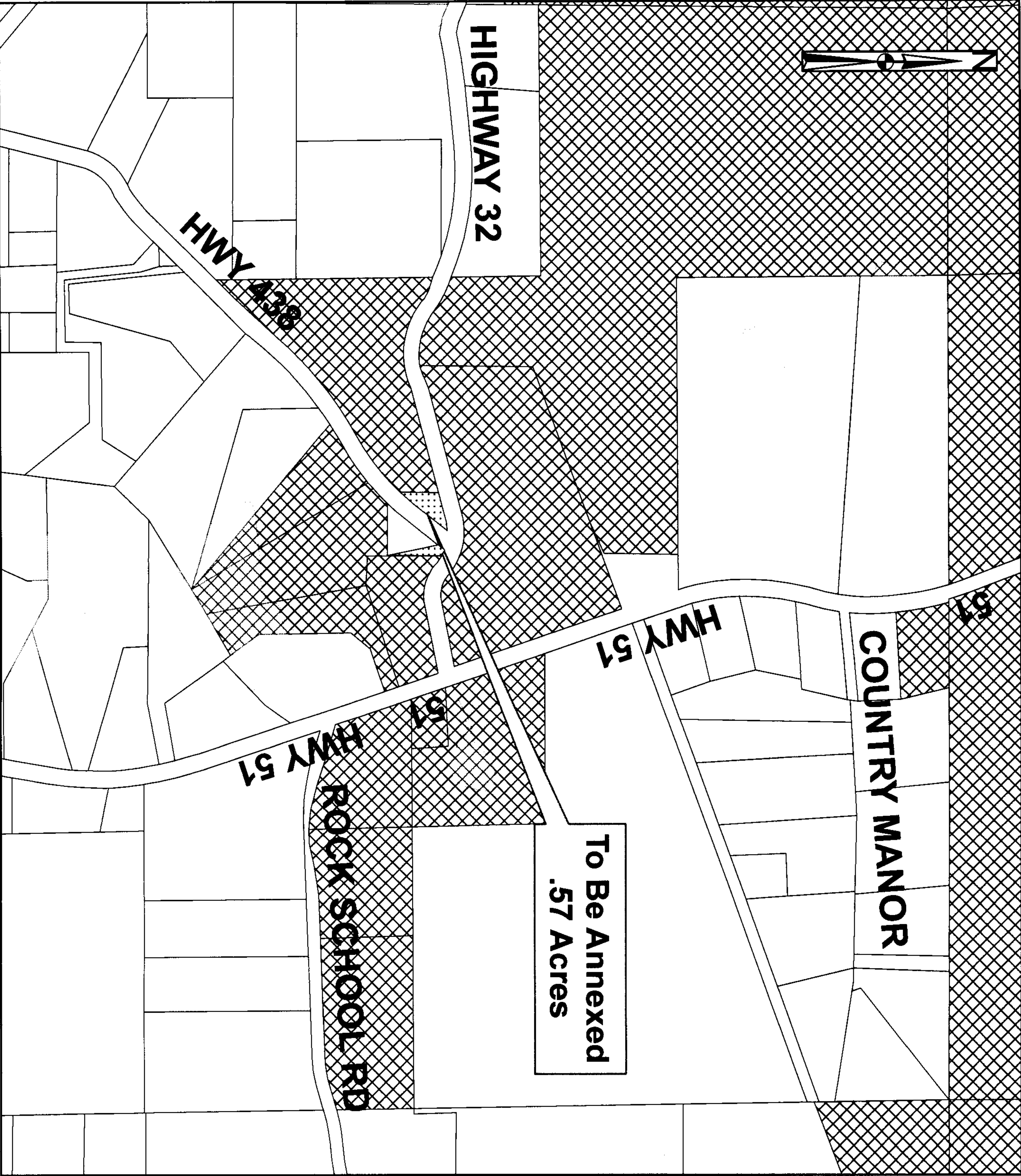
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Exhibit C
X-11-03-29-509

Tax ID
08-9-32


Chelsea City Limits


Area to be Annexed



MARRS ANNEXATION
4250 HWY 32