

City of Chelsea

P.O. Box 111
Chelsea, Alabama

Certification Of Annexation Ordinance

Ordinance Number: **X-13-04-16-663**

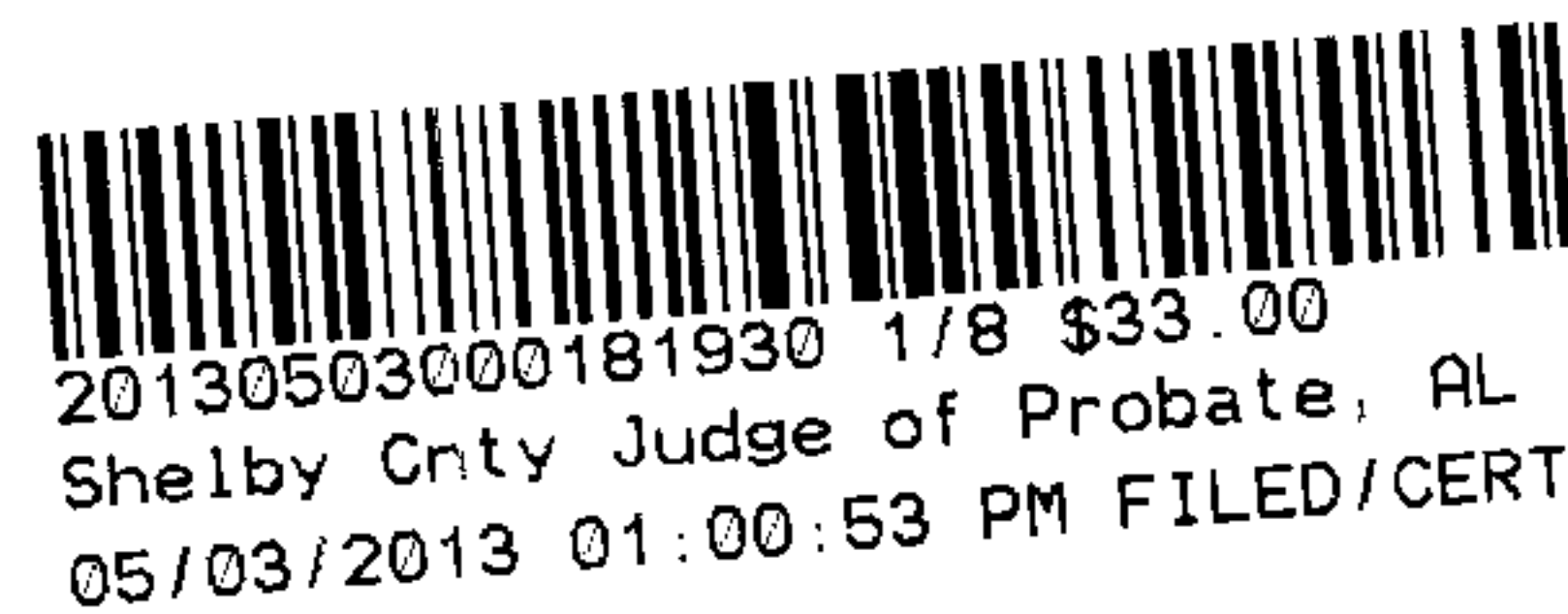
Property Owner(s): **Roger & Robin Eiland**

Property: Parcel ID **#15-2-10-0-000-005.001**

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 April 16th, 2013, as same appears in minutes of record of said meeting, and published by posting copies thereof on April 17th, 2013, at the public places listed below, which copies remained posted for five business days (through April 24th, 2013).

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: X-13-04-16-663

Property Owner(s): **Roger & Robin Eiland**

Property: Parcel ID #15-2-10-0-000-005.001

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

Whereas, the attached written petition (as Exhibit A) 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

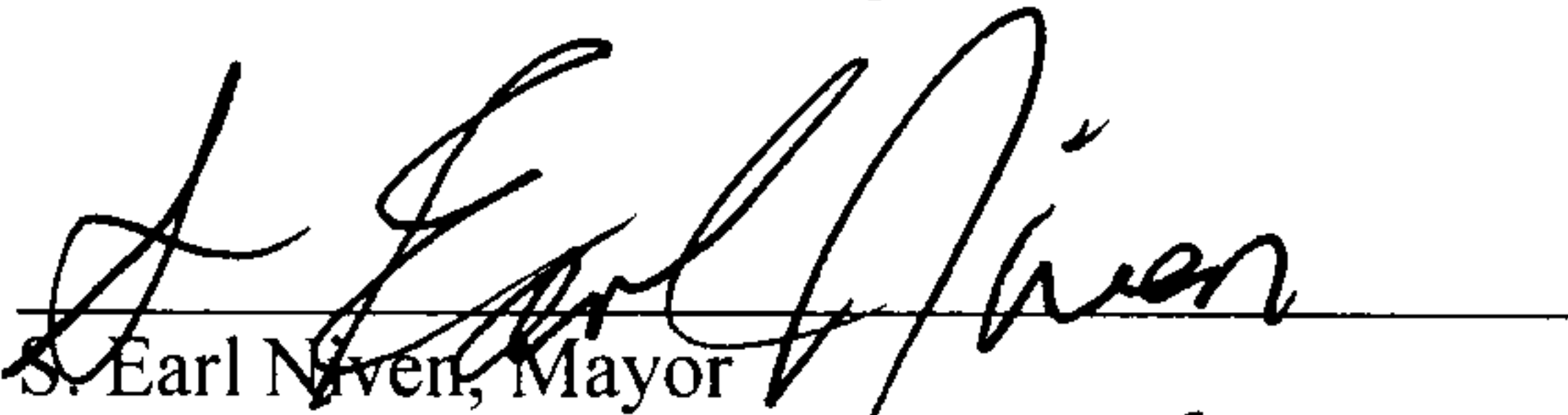
Whereas, said petition contains (as Petition Exhibit B) an accurate description of said property together with a map of said property (Exhibit C) showing the relationship of said property to the corporate limits of Chelsea; and

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 E-2 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

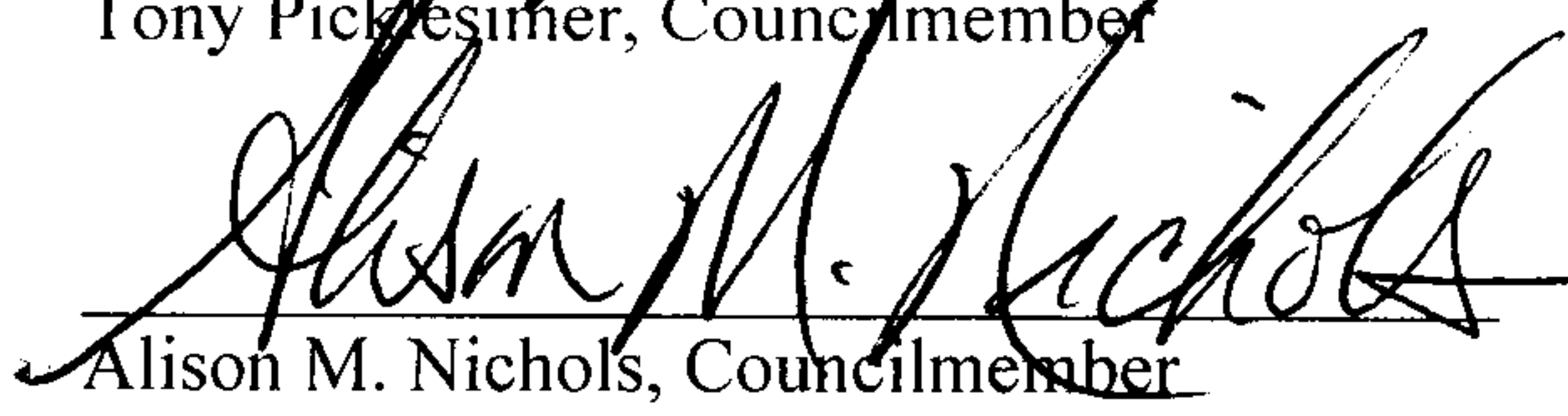
Be it further ordained that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the City of Chelsea upon the date of publication of this ordinance as required by law.

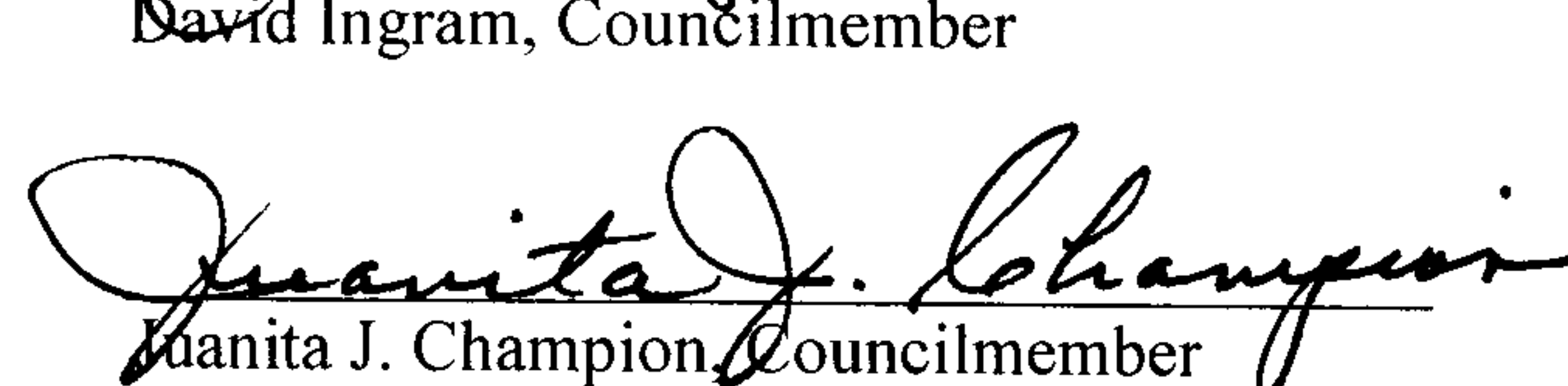

S. Earl Niver, Mayor


Dale Neuendorf, Councilmember

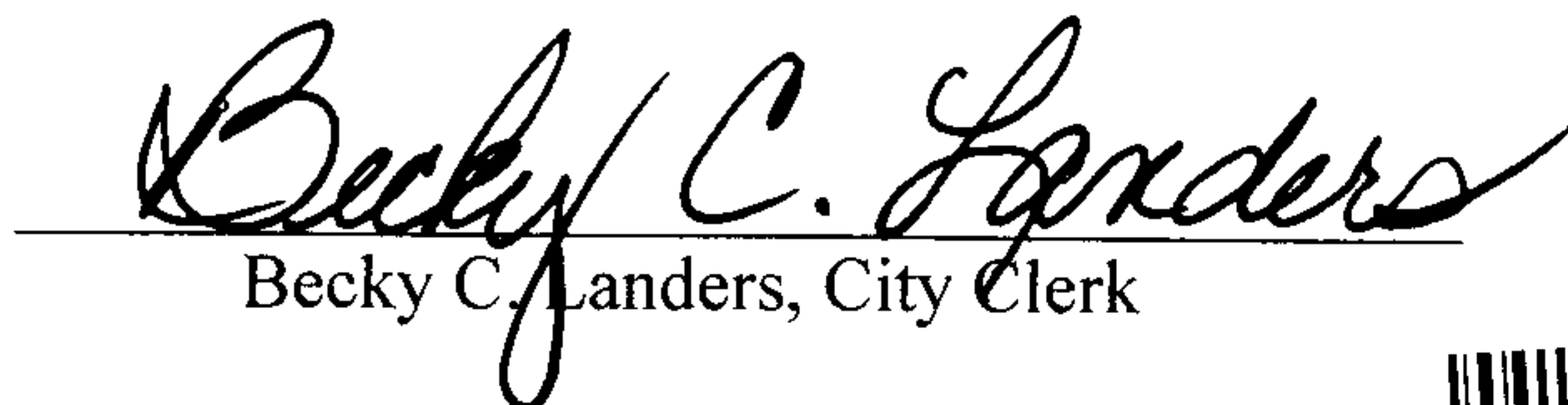

Tony Picklesimer, Councilmember



David Ingram, Councilmember


Alison M. Nichols, Councilmember


Juanita J. Champion, Councilmember

Passed and approved this the 17th day of April, 2013


Becky C. Landers, City Clerk


20130503000181930 2/8 \$33.00
Shelby Cnty Judge of Probate, AL
05/03/2013 01:00:53 PM FILED/CERT

Petition Exhibit A

Property owner(s): Roger & Robin Eiland


Property: Parcel ID #15-2-10-0-000-005.001

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 B), recorded in, Instrument #20101217000425390, 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.


20130503000181930 3/8 \$33.00
Shelby Cnty Judge of Probate, AL
05/03/2013 01:00:53 PM FILED/CERT

This instrument was prepared by:
Michael T. Atchison, Attorney at Law, Inc.
101 West College
Columbiana, AL 35051

Send Tax Notice To: Roger Eiland
1045 Crayston Lane Rm
B'ham Ala 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

} KNOW ALL MEN BY THESE PRESENTS.

SHELBY COUNTY



20101217000425390 1/3 \$59.50
Shelby Cnty Judge of Probate, AL
12/17/2010 04:08:34 PM FILED/CERT

That in consideration of One Hundred Sixty Five Thousand dollars and Zero cents (\$165,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, George Alan Starcher and wife, Carol H. Starcher (herein referred to as grantors) do grant, bargain, sell and convey unto Roger Eiland and Robin Eiland (herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

See exhibit A for legal description
See exhibit B for Restrictions

Subject to taxes for 2011 and subsequent years, easements, restrictions, rights of way, and permits of record.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR, OR OF HIS/HER SPOUSE.

\$123,750.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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 fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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, we have hereunto set our hands and seals, this 15th day of December, 2010.

(Seal) George Alan Starcher (Seal)
George Alan Starcher

(Seal) Carol H. Starcher (Seal)
Carol H. Starcher

(Seal) _____ (Seal)

(Seal) _____ (Seal)

STATE OF ALABAMA Arizona
COUNTY SHELBY Yuma }

General Acknowledgment

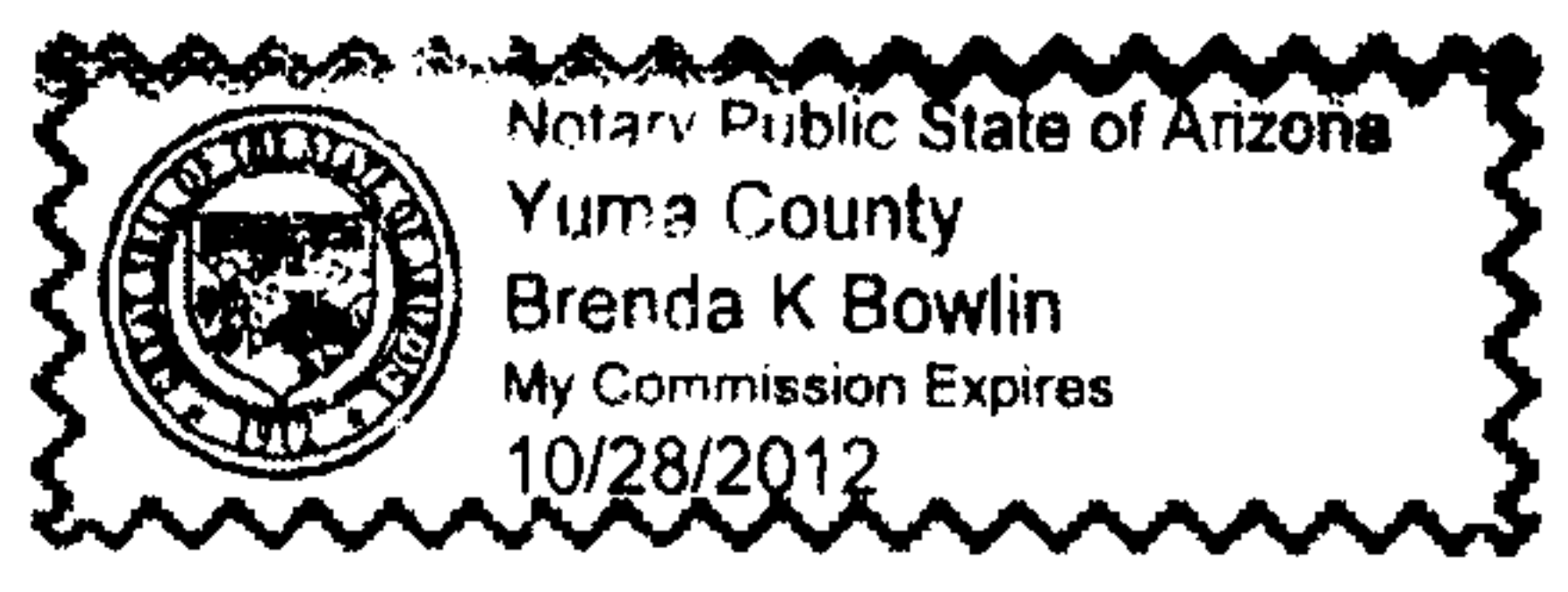
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George Alan Starcher and Carol H. Starcher whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2010.

My Commission Expires: ~~10-16-12~~

10-28-12

Brenda K. Bowlin
Notary Public



20130503000181930 4/8 \$33.00
Shelby Cnty Judge of Probate, AL
05/03/2013 01:00:53 PM FILED/CERT

Exhibit B
RESTRICTIONS - CHELSEA FOREST - PARCEL 8

The conveyance of the hereinabove described property is made subject to any exceptions contained above and further subject to the following restrictions and limitations which will apply equally to all plots fronting on Chelsea Forest Road.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one-half or two story building.

2. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chelsea Forest Road. Except for a reasonable driveway, no large trees may be cut within one hundred feet of Chelsea Forest Road. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of the property line, except with the approval of the owners of the adjoining property.

3. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding pigs and hogs and provided, however, that there shall be absolutely no commercial or business raising of any animal, fish, or fowl on said property.

4. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity of all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be so located or constructed so as to pollute any spring, stream or lake located on or near the property.

5. All buildings, structures and improvements located on the above described property must be consistent with each other in design, color and architectural type. No outbuildings, buildings, or residence shall be erected or begun on said property without plans in three dimensions, specifications, architectural designs, grades and location therefor having first been submitted to and approved in writing by Grantors, their heirs, successors or assigns. No house trailers or mobile homes will be allowed.

6. Invalidity of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. There shall be no hunting of game on the above described property at any time and no discharging of any type of gun except in case of an emergency.

8. Grantees, their heirs, successors and assigns shall have the use of Chelsea Forest Road and unless and until it is deeded to Shelby County and accepted by Shelby County, shall bear a pro rata share of any cost of maintaining or repairing said Chelsea Forest Road. Motorcycles and motor bikes are restricted from Chelsea Forest Road except as a means of transportation to and from home.

9. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings. No portion of the above described property shall be sold or used for the purpose of extending any public or private road, street, or alley or for the purpose of opening any road, street or alley.

10. These restrictions shall be binding on Grantees, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land.



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Shelby Cnty Judge of Probate, AL
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Shelby County, AL 12/17/2010
State of Alabama
Deed Tax:\$41.50



20101217000425390 3/3 \$59.50
Shelby Cnty Judge of Probate, AL
12/17/2010 04:08:34 PM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Begin at the NW corner of said 1/4-1/4 section; thence in a Southerly direction along the West line of said 1/4-1/4 section, a distance of 660.00 feet; thence 91° 54' left, in an Easterly direction, a distance of 660.00 feet; thence 11° 00' right, in a Southeasterly direction, a distance of 395.16 feet to a point in the center line of an existing road; thence 123° 26' 30" left, in a northwesterly direction along said center line and extension thereof, a distance of 211.56 feet to the Point of Intersection of a curve to the right, having a central angle of 31° 12' and a tangent of 92.55 feet, herein described property line being the center line of said road; thence 31° 12' right, in a northeasterly direction, a distance of 119.95 feet to a point on the tangent line of a curve to the right, having a central angle of 70° 28' 15" and a tangent of 92.55 feet; thence 72° 30' left, in a northwesterly direction, a distance of 308.10 feet; thence 66° 22' right, in a northerly direction, a distance of 284.94 feet to a point in the northerly line of said 1/4-1/4 section; thence 92° 37' 30" left, in a westerly direction along said northerly line, a distance of 700.26 feet to the point of beginning.



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12/17/2010 04:08:34 PM 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 B" 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 9th day of April, 2013

Danp Allison
Witness

RD Eiland
Owner Signature

Roger D. Eiland
Print name

576 Chelsea Forest Rd.
Mailing Address
Columbiana, AL 35051
same

Property Address (if different)

[Redacted]

Telephone Number (Day)

[Redacted]

Telephone Number (Evening)

R Eiland
Owner Signature

Robin Eiland
Print Name


576 Chelsea Forest Rd.
Mailing Address
Columbiana, AL 35051
same

Property Address (if different)

[Redacted]

Telephone number (Day)

[Redacted]


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Danp Allison
Witness

Number of people on property 3
Proposed Property Usage (Circle One)
Commercial or Residential

(All owners listed on the deed must sign) Telephone Number (Evening)



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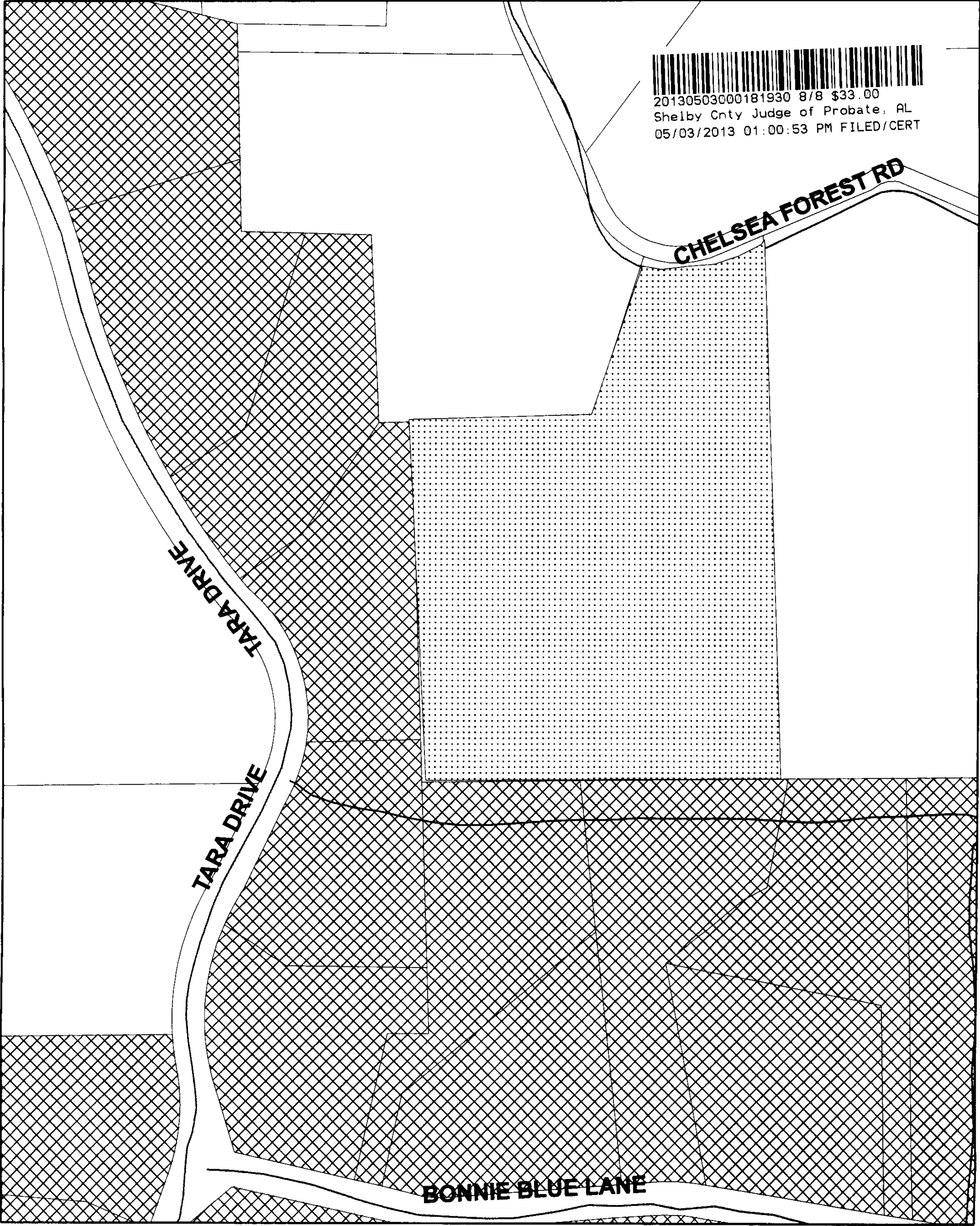


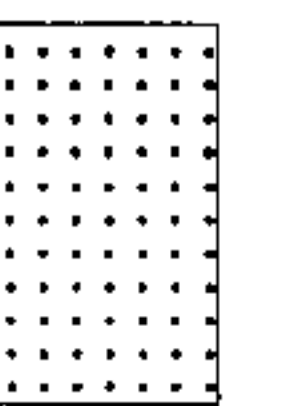
Exhibit C
X-13-4-16

Tax ID#
15-2-10

Chelsea City Limits



To Be Annexed



EILAND ANNEXATION
579 CHELSEA ROAD