

ORDINANCE NO. 2016- 002

An ordinance to honor an annexation request filed by property owner(s).

BE IT ORDAINED BY THE TOWN COUNCIL OF INDIAN SPRINGS VILLAGE, ALABAMA, AS FOLLOWS:

Section 1. The Town of Indian Springs Village does hereby honor the request(s) for annexation filed by the owner(s) of the real property described in the attached annexation petition(s) and accompanying documentation.

Section 2. The accompanying documentation mentioned in Section 1 above, shall consist of a copy of deed of the property and a map of the said parcel showing relationship to the corporate limits of Indian Springs Village.

Section 3. The said property is contiguous to the corporate limits of the Town of Indian Springs Village or is a part of a group of petitioning properties, which together, are contiguous to the corporate limits of the Town of Indian Springs Village.


Section 4. The said property is not within the corporate limits of any other municipality.

ADOPTED: This 16th day of February, 2016.

Herb Robins
Herb Robins –Council Chairman Pro Tem

APPROVED: This 16 day of February, 2016.

Brenda Bell Guercio
Brenda Bell Guercio – Mayor


20160224000056770 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
02/24/2016 12:02:15 PM FILED/CERT

ATTESTED: This 16th day of February, 2016.

Joan Downs
Joan Downs – City Clerk

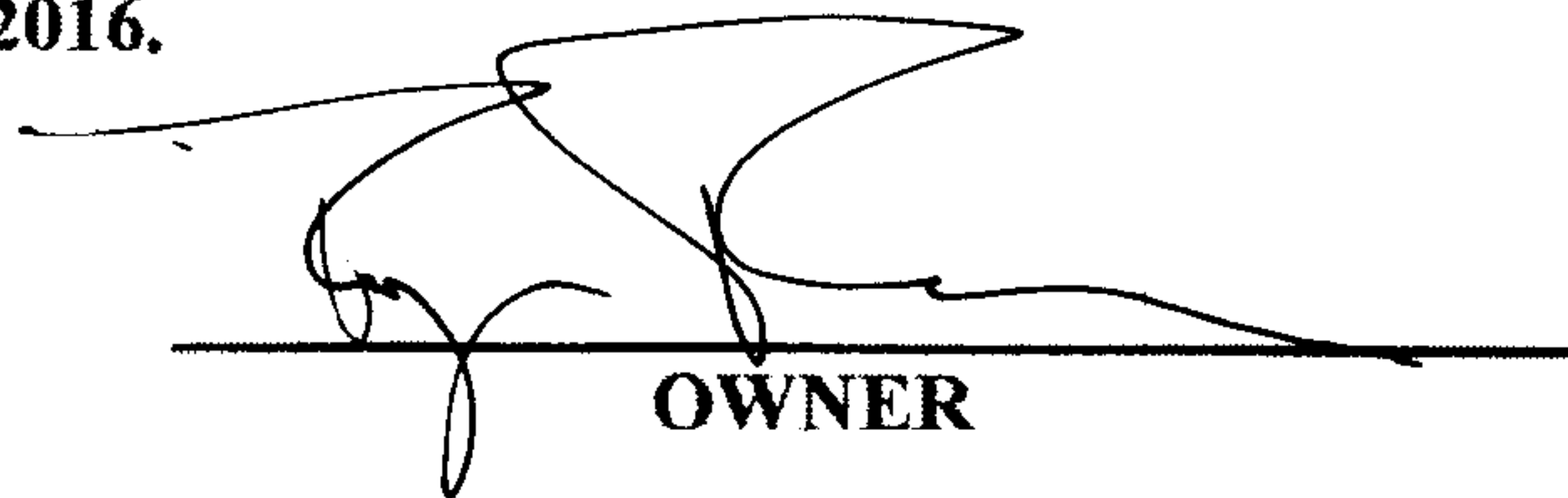
**INDIAN SPRINGS VILLAGE
2635 CAHABA VALLEY ROAD
INDIAN SPRINGS, ALABAMA 35124**

ANNEXATION PETITION

**TO: Town Clerk
Indian Springs Village**

The undersigned owner(s) of the property described in the attachments hereby petition the Town of Indian Springs Village to annex such property into the corporate limits of the Town of Indian Springs Village. The undersigned owner(s) represents that the attachments properly describe the property and further represents that the property is contiguous to the corporate limits of the Town of Indian Springs Village or is a part of a group of petitioning properties, which together, are contiguous to the corporate limits of the Town of Indian Springs Village. Furthermore, this petition excludes that portion located in the NW ¼, SW ¼ and NE ¼ of the SW ¼ of Section 28, Township 19 South, Range 2 West, that is now presently incorporated in the Town of Indian Springs Village, Alabama.

Done this 4th day of February, 2016.


OWNER


WITNESS

OWNER

~~2370~~ 2370 Cahaba Valley Road
STREET ADDRESS

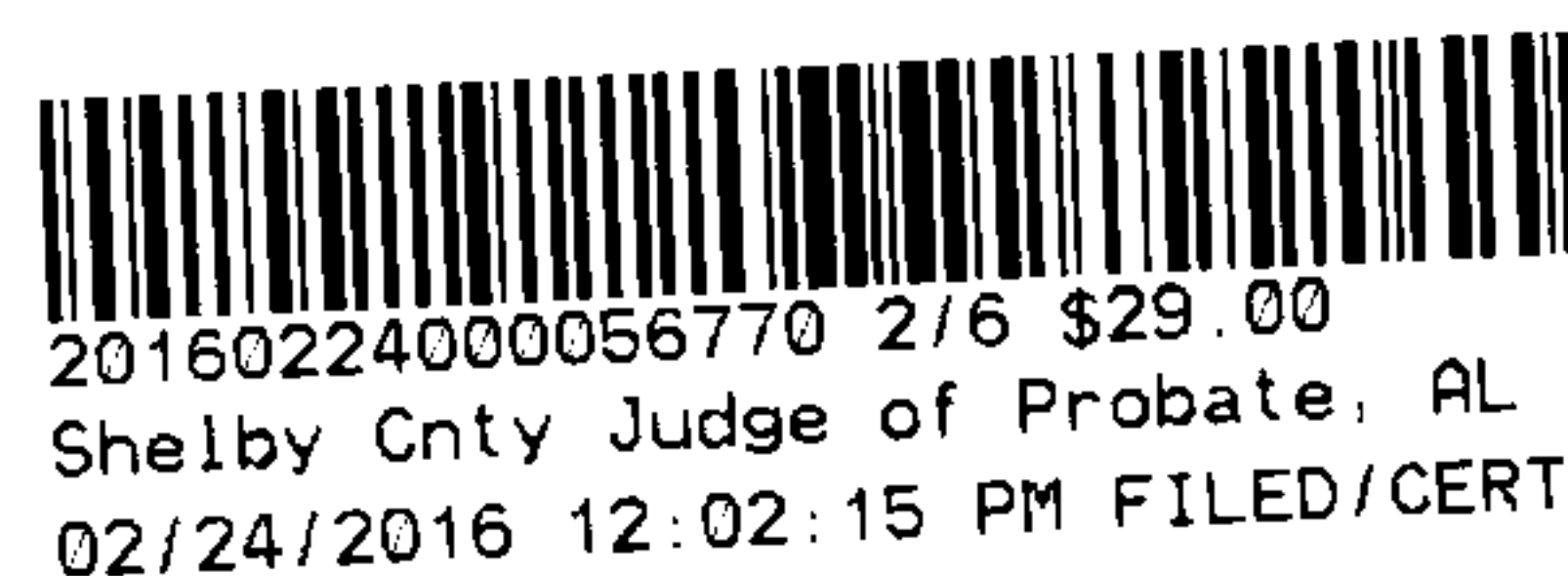
10 8 28 0 001 037.000
PARCEL I.D. NO. (Refer to your
Property Tax Commissioner's
Courtesy Tax Notice-If more than
one parcel, list all PARCEL I.D. NOS.)

Indian Springs, AL 35124
CITY/STATE/ZIP CODE

6088 Brookhill Cir 35242
MAILING ADDRESS, IF DIFFERENT

NOTE: Petitioner must attach copy of deed of proposed property to be annexed and a map of the said territory showing property relationship to the corporate limits of Indian Springs Village, Alabama. Petition cannot be processed unless PARCEL I.D. NO. is provided.

Official Use Only: Annexation Ordinance Number _____





20100525000166450 1/3 \$130.50
Shelby Cnty Judge of Probate, AL
05/25/2010 01:35:15 PM FILED/CERT

This instrument prepared by:
Wayne Michael Jones
Attorney at Law
2337 Valleydale Road
Birmingham, Alabama 35244

Send Tax Notice To:

Roger Reuse
152 Oakmont Road
Birmingham, Alabama

WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
SHELBY COUNTY)

That in consideration of One Hundred Eleven Thousand One Hundred Dollars And No/100 (\$111,100.00) to the undersigned grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, **Martha Ellen Stafford**, a married person, **Jenny Lynn Cumberland** who is one and the same person as Jenny Lynn Weathers, a married person, and **Sandra Eloise Key**, a married person (herein referred to as **Grantors**), do grant, bargain, sell and convey unto **Roger Reuse**, (herein referred to as **Grantee**), together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

As described in Exhibit "A" attached herein and made a part hereof.

The above-described property is not the homestead of the Grantor's spouses, nor is it claimed by any of the Grantor's spouses as such either in whole or in part.

Subject to: Restrictions, Easement(s), Rights of Way and Building line(s); Any mineral and/or mining rights and/or releases not owned by the seller; the present flood plain, zoning regulations and restrictions of record. Advalorem taxes for the year 2010 which are a lien, but not due and payable until October 1, 2010.

TO HAVE AND TO HOLD to the said GRANTEE in fee simple, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, We have hereunto set hands and seals, this 29th day of April, 2010.



20160224000056770 3/6 \$29.00
Shelby Cnty Judge of Probate, AL
02/24/2016 12:02:15 PM FILED/CERT

Shelby County, AL 05/25/2010

State of Alabama
Deed Tax : \$111.50

Martha Ellen Stafford
Martha Ellen Stafford

Ian Michelle Cabrera
Witness

Myra Green
Witness

Jenny Lynn Cumberland
Jenny Lynn Cumberland

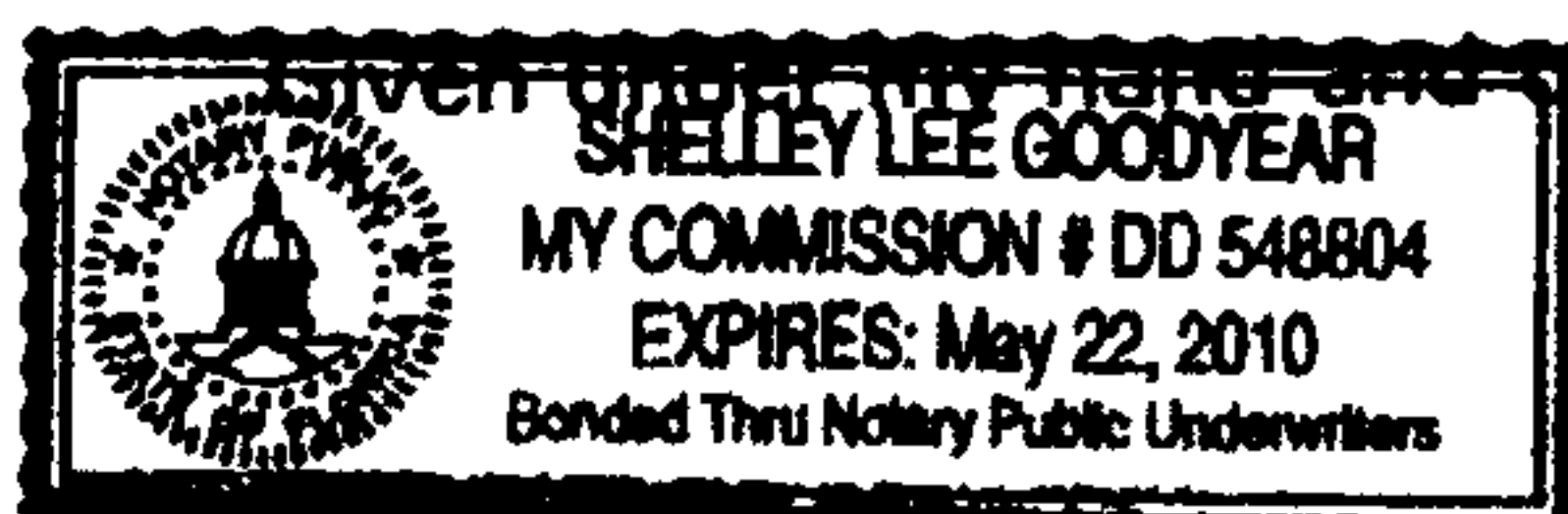
Sandra Eloise Key
Sandra Eloise Key

20100525000166450 2/3 \$130.50
Shelby Cnty Judge of Probate, AL
05/25/2010 01:35:15 PM FILED/CERT

STATE OF FLORIDA)
COUNTY OF)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Martha Ellen Stafford, 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.



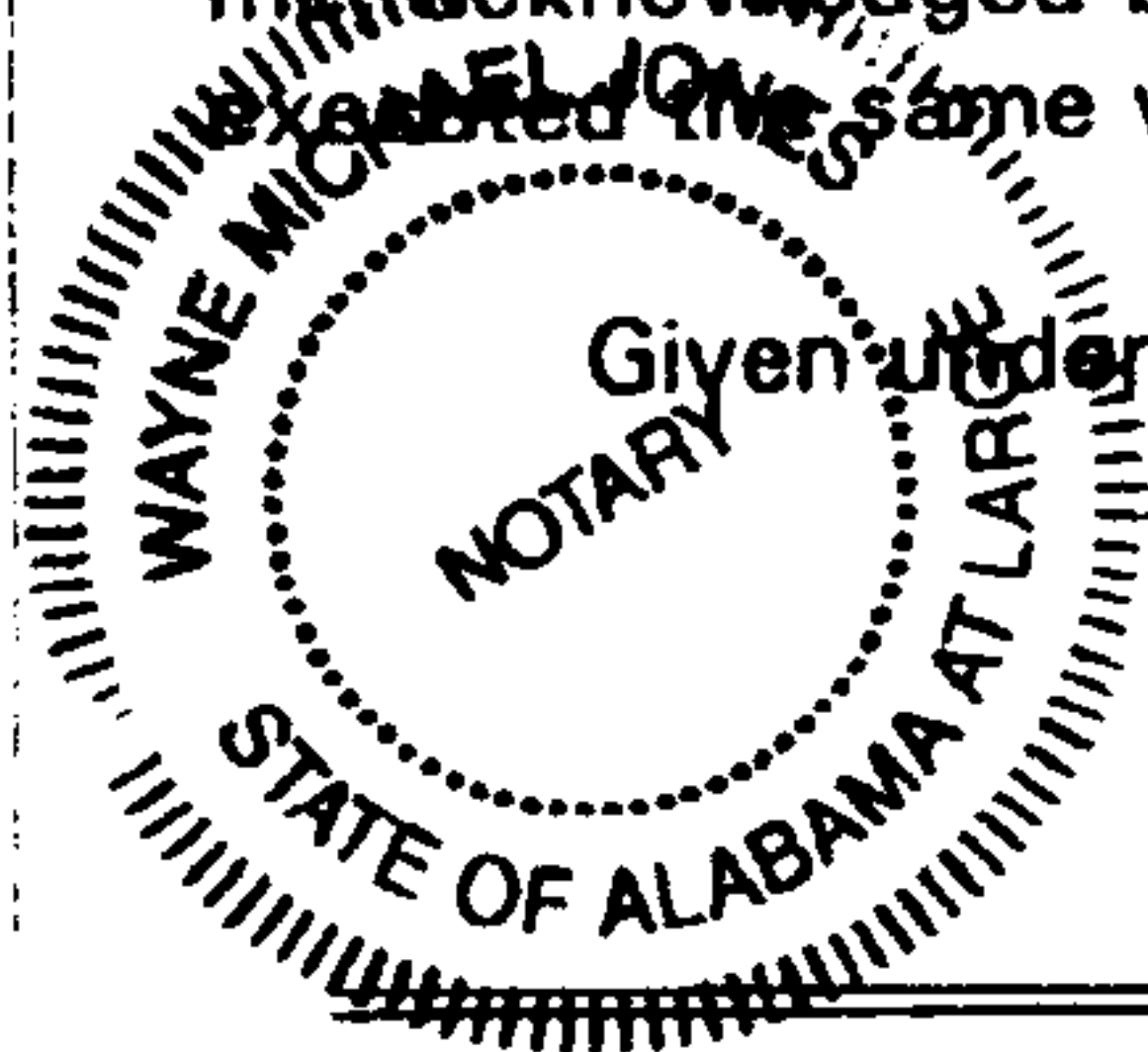
Given under my hand and official seal this 29th day of April, A.D., 2010.

Shelley Lee Goodyear
Notary Public
Commission expires: _____

STATE OF ALABAMA)
COUNTY OF Shelby)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jenny Lynn Cumberland, 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.



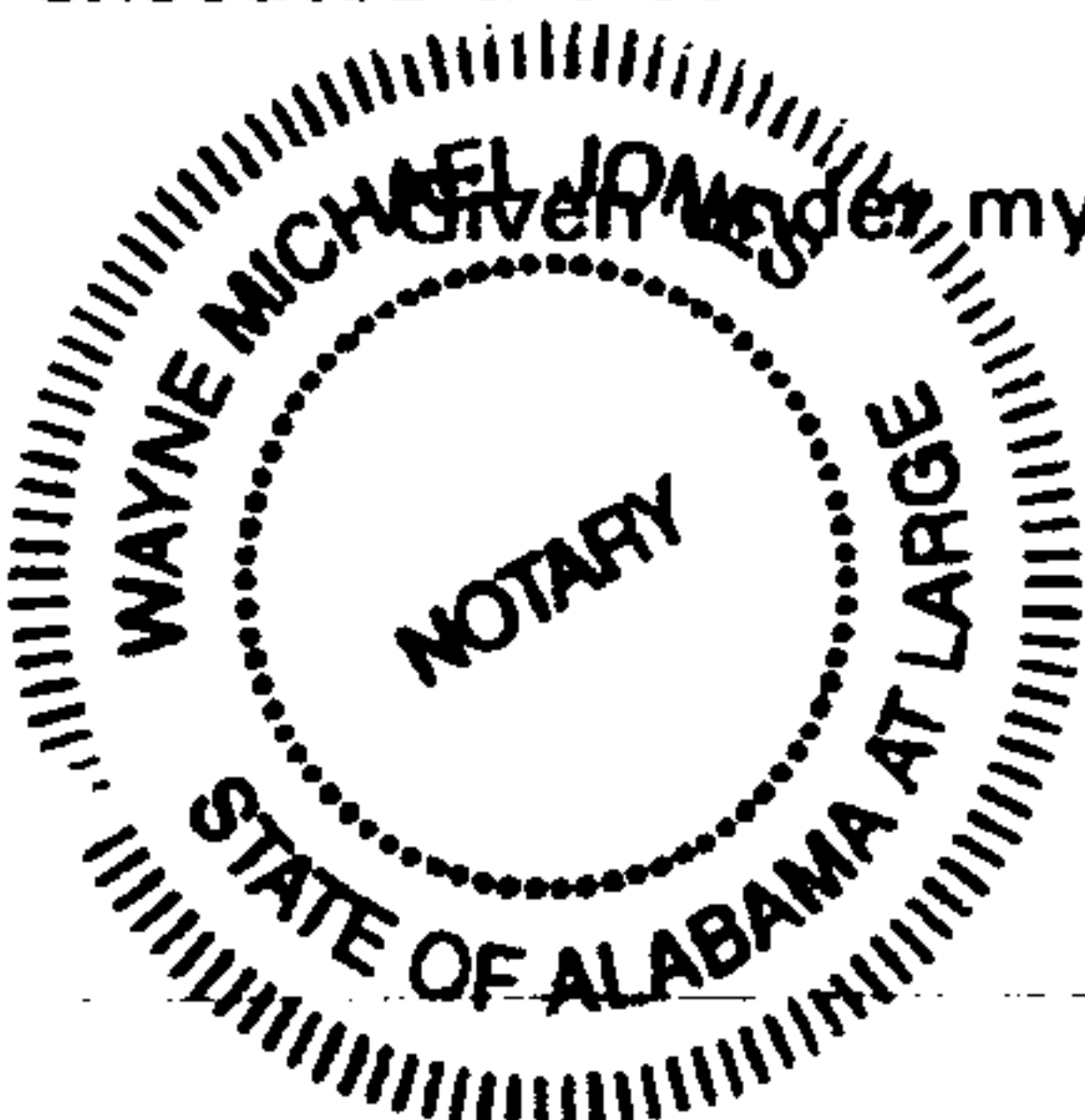
Given under my hand and official seal this 30th day of April, A.D., 2010.

Wayne Michael Jones
Notary Public
Commission expires: 8-21-2011

STATE OF ALABAMA)
COUNTY OF Shelby)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Sandra Eloise Key, 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 30th day of April, A.D., 2010.

Wayne Michael Jones
Notary Public
Commission expires: 8-21-2011

20160224000056770 4/6 \$29.00
Shelby Cnty Judge of Probate, AL
02/24/2016 12:02:15 PM FILED/CERT

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File No.: s-09-17632

Commitment No.: C-s-09-17632

EXHIBIT A

Commence at a found 1" open pipe marking the Northwest corner of the Southwest ¼ of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the West line of said Section 28 a distance of 214.32 feet to a found 1-1/4" crimped pipe, thence deflect 47 degrees 02 minutes 07 seconds and run to the left and in a Southeasterly direction 1041.73 feet to a found 3/8" rebar, said point lying on the Southeasterly right-of-way of Alabama Highway 119 (Cahaba Valley Road), said point also being the POINT OF BEGINNING of the herein described parcel; thence deflect 74 degrees 51 minutes 50 seconds and run to the left and in a Northeasterly direction and along said Southeasterly right-of-way 27.58 feet to a set HMM ½" rebar and cap and the point of curvature of a curve to the right having a radius of 50,000.00 feet and a central angle of 0 degrees 18 minutes 57 seconds; thence run in a Northeasterly direction along the arc of said curve and along said Southeasterly right-of-way 275.62 feet to a set HMM ½" rebar and cap; thence continue tangent to last described curve and along said Southeasterly right-of-way run in a Northeasterly direction 75.07 feet to a set HMM ½" rebar and cap; thence turn an interior angle of 92 degrees 12 minutes 45 seconds and run to the right and in a Southeasterly direction along said Southeasterly right-of-way 70.26 feet to a set HMM ½" rebar and cap; thence turn an interior angle of 234 degrees 48 minutes 32 seconds and run to the left and in an Easterly direction along said Southeasterly right-of-way 42.56 feet to a set HMM ½" rebar and cap; thence turn an interior angle of 275 degrees 28 minutes 36 seconds and run to the left in a Northerly direction along said Southeasterly right-of-way 105.27 feet to a set HMM ½" rebar and cap; thence turn an interior angle of 117 degrees 30 minutes 07 seconds and run to the right and in a Northeasterly direction along said Southeasterly right-of-way 34.05 feet to a found Conn & Allen rebar and cap; thence turn an interior angle of 90 degrees 07 minutes 21 seconds and leaving said right-of-way run to the right and in a Southeasterly direction 209.98 feet to a set HMM ½" rebar and cap; thence turn an interior angle of 180 degrees 30 minutes 19 seconds and run to the left and in a Southeasterly direction 176.41 feet (deed), 176.43 (meas.) to a set HMM ½" rebar and cap; thence turn a interior angle of 182 degrees 17 minutes 30 seconds and run to the left and in a Southeasterly direction 99.76 feet to a found Conn & Allen rebar & cap; thence turn an interior angle of 88 degrees 07 minutes 32 seconds and run to the right and in a Southwesterly direction 284.57 feet to a point in a lake; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run to the left and in a Southeasterly direction 353.61 feet to the centerline of Bishop Creek; thence turn an interior angle of 112 degrees 37 minutes 04 seconds and run to the right and in a Southwesterly direction along the meander of said centerline of creek 193.61 feet more or less; thence turn an interior angle of 90 degrees 02 minutes 31 seconds and leaving said centerline, run to the right and in a Northwesterly direction 531.11 feet to a found 3/8" rebar; thence turn an interior of 120 degrees 06 minutes 26 seconds and run to the right in a Northwesterly direction 215.74 feet (deed), 215.74 feet (meas.) to a found 3/8" rebar; thence turn an interior angle of 205 degrees 10 minutes 53 seconds (deed), 205 degrees 12 minutes 15 seconds (meas.) and run to the left and in a Northwesterly direction 266.58 feet (deed), 266.79 feet (meas.) to the POINT OF BEGINNING.

According to the Survey of Hatch Mott Macdonald, dated April 30, 2009

[Handwritten signature]

004-ALTA Commitment (6/17/06)

20100525000166450 3/3 \$130.50
Shelby Cnty Judge of Probate, AL
05/25/2010 01:35:15 PM FILED/CERT

**STEWART TITLE
GUARANTY COMPANY**

JASMINE HILL RD

Indian Springs Village
CAHABA VALLEY RD

INDIAN TRL

BROOK GREEN LN

Oak Mountain State Park



20160224000056770 6/6 \$29.00
Shelby Cnty Judge of Probate, AL
02/24/2016 12:02:15 PM FILED/CERT

CROSSHATCHED SLIVER TO BE ANNEXED
PARCEL ID No. 10 8 28 0 001 037.000



Use this item at your own risk. Accuracy is not guaranteed for any reason. The material and information contained in this document is provided for general information only and should not be used for Legal Engineering or Surveying purposes. Shelby County specifically disclaims all warranties, express or implied regarding this document. Shelby County is not liable and/or responsible for the consequences caused by or related to, in any way, the actions take or not take in reliance on this document.