ORDINANCE NO. 2016 - 204

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 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 or police jurisdiction of any other municipality.

Section 5. The said property will be zoned as classification E-1, which is comparable to the Shelby County classification the said property is presently zoned.

ADOPTED: This 15th day of March , 2016.

Herb Robins - Council Chairman Pro Tem

20160401000104940 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
04/01/2016 10:24:19 AM FILED/CERT

APPROVED: This 15th day of March, 2016.

Brenda Bell-Guercio – Mayor

ATTESTED: This 15 day of March, 2016

Joan Downs - Town Clerk

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

ANNEXATION PETITION

20160401000104940 2/4 \$23.00 Shelby Cnty Judge of Probate, AL 04/01/2016 10:24:19 AM FILED/CERT

TO: Town Clerk Indian Springs Village

The undersigned owner(s) of the property, described in the attachments, hereby petitions 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.

Village. Done this 10 day of MARCH	, 2016.
	and Italy
	OWNER
WITNESS	OWNER
	5526 Parkview Circle
	STREET ADDRESS
10 8 27 0 001 029.004	Birmingham, AL 35242 3536
PARCEL I.D. NO. (Refer to your	CITY/STATE/ZIP CODE
Property Tax Commissioner's	
Courtesy Tax Notice-If more than one parcel, list all PARCEL I.D. NOS.)	MAILING ADDRESS, IF DIFFERENT
-	proposed property to be annexed and a map of the ship to the corporate limits of Indian Springs Village
Alabama. Petition cannot be processed	

Official Use Only: Annexation Ordinance Number

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

That in consideration of TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$208,500.00) to the undersigned grantor, LAND SOUTH CONTRACTORS, INC., a corporation, (herein referred to as GRANTOR), in hand paid by the Grantees herein, the receipt of which is hereby acknowledge, the said GRANTOR does by these presents, grant, bargain, sell and convey unto DEAN C. HORNER AND CAROL G. WEBB, (herein referred to as Grantees) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of SHELBY, to-wit:

Lot 1, according to the Map and Survey of Parkview, as recorded in Map Book 7, page 44, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$148,500.00 of the purchase price recited above was paid from 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 said Grantor does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully selzed in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, LAND SOUTH CONTRACTORS, INC., the said GRANTOR, by J. DENNIS GALLUPS its PRESIDENT who is authorized to execute this conveyance, has hereto set its signature and seal, this 25TH day of March, 1994.

LAND SQUTH CONTRACTORS, INC.

J. DENNIS GALLUPS, PRESIDEN

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

20160401000104940 3/4 \$23.00 Shelby Cnty Judge of Probate, AL

04/01/2016 10:24:19 AM FILED/CERT

I, the undersigned, a Notary Public In and for said County in said State, hereby certify that J. DENNIS GALLUPS, whose name as President of LAND SOUTH CONTRACTORS, INC., a corporation, 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, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25th day of March, 1994.

Notary Public

My Commission Expires: 11/20/96

TNET # 1994-10288

PRICEL ID NO 10 8 27 0 001 029004

