

*Certification  
Of  
Annexation Ordinance*

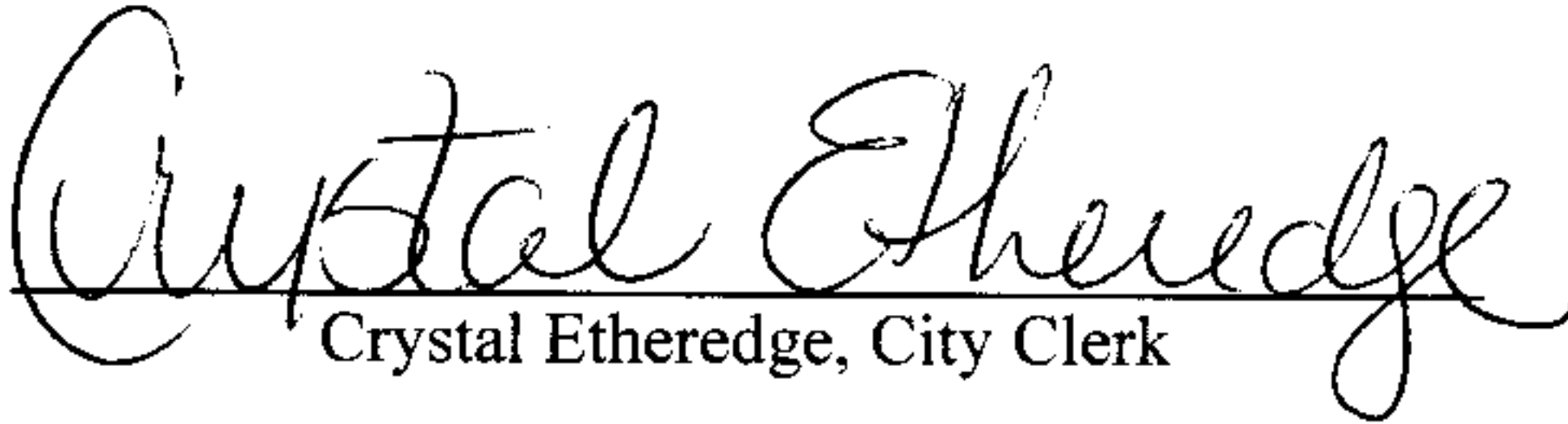
Ordinance Number: **X-2018-12-18-780**

Property Owner(s): **Laurence Weygand**

Property: **Parcel ID #14 6 13 0 000 003.001**

I, Crystal Etheredge, 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 December 18<sup>th</sup>, 2018, and as same appears in minutes of record of said meeting, and published by posting copies thereof on December 19<sup>th</sup>, 2018, at the public places listed below, which copies remained posted for five business days (through December 26<sup>th</sup>, 2018).

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](http://www.cityofchelsea.com)

  
Crystal Etheredge, City Clerk

  
20190405000111080 1/9 \$39.00  
Shelby Cnty Judge of Probate, AL  
04/05/2019 12:37:54 PM FILED/GERT

## City of Chelsea, Alabama

**Annexation Ordinance No. X-2018-12-18-780**

Property Owner(s): **Laurence Weygand**

Property: **Parcel ID #14 6 13 0 000 003.001**

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 (A-R) 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

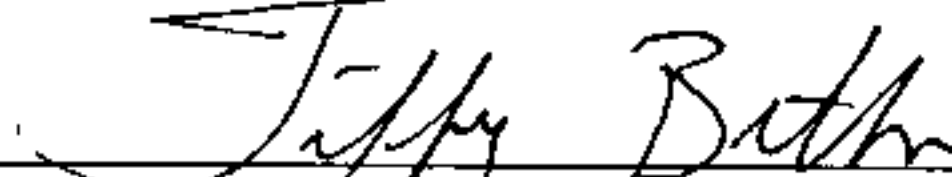
**Be it further ordained** that the corporate limits of Chelsea be extended and rearranged so as to embrace and include said property, and said property shall become a part of the corporate area of the City of Chelsea upon the date of publication of this ordinance as required by law.

  
Tony Picklesimer, Mayor

  
Cody Sumners, Councilmember

  
Scott L. Weygand, Councilmember

  
David Ingram, Councilmember

  
Tiffany Bittner, Councilmember

  
Casey Morris, Councilmember

  
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**Petition Exhibit B**

Property Owner(s): **Laurence Weygand**

Property: **Parcel ID #14 6 13 0 000 003.001**

**Property Description**

The above-noted property (14.59 acres of the total 170 acres), 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 #1994-36979, 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 requested in this petition, does not lie within the corporate limits of any other municipality.

Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 13, Township 20 S., Range 2 W., Shelby County, Alabama and thence run in a westerly direction along the quarter line for a distance of 639.72 feet to the point of beginning of the property herein described; thence turn an interior angle to the left of 89° 05' 30" and run in a northerly direction for a distance of 664.30 feet to a point on the southerly right of way of Shelby County Road #336, thence turn an interior angle to the right of 67° 06' 20" to the chord of a curve to the right having a radius of 232.44 feet and a chord length of 190.42 feet, thence run along the arc of said curve for a distance of 196.19 feet to the end of said curve; thence turn an interior angle to the right of 151° 19' 15" from the aforementioned chord and run in a southwesterly direction for a distance of 1167.14 feet to a point; thence turn an interior angle to the right of 141° 04' 20" and run in a southerly direction for a distance of 170.98 feet to a point; thence turn an interior angle to the right of 88° 27' 46" and run in an easterly direction for a distance of 900.00 feet to a point; thence turn an interior angle to the right of 92° 01' 44" and run in a northerly direction for a distance of 463.27 feet to the point of beginning.



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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 6<sup>th</sup> day of Dec, 2018

[Signature]  
Witness

[Signature]  
Owner Signature

Lawrence D Weygard  
Print name

Partial Annexation - 14.59 acres  
parcel ID 14 6130 000 003.001

2024 Vestavia Dr  
Mailing Address

A-R zoning

Hwy 336  
Property Address (if different)

[Redacted]  
Telephone Number (Day)

Telephone Number (Evening)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner Signature

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

\_\_\_\_\_  
Print Name

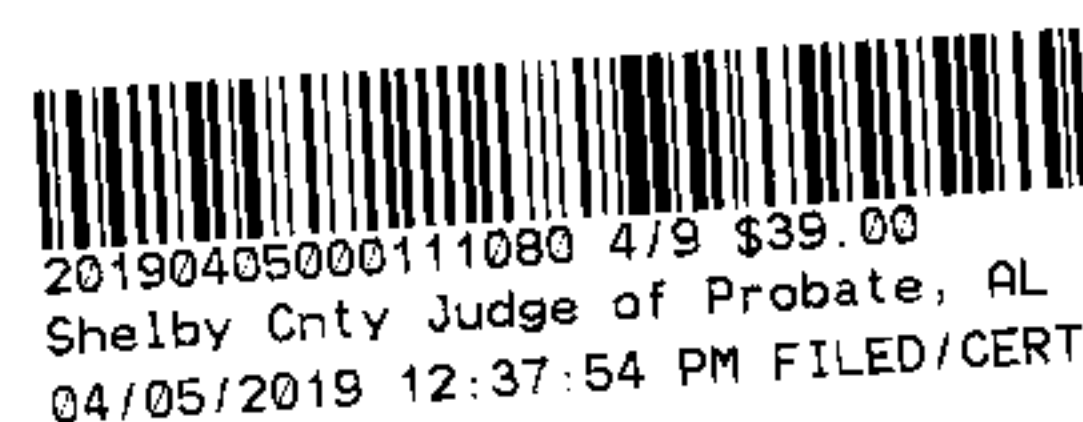
\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Property Address (if different)

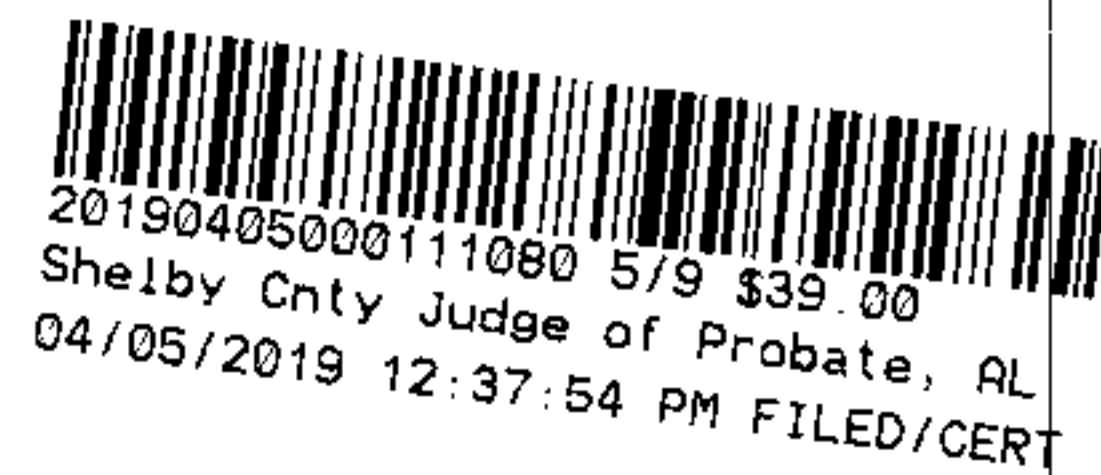
\_\_\_\_\_  
Telephone number (Day)

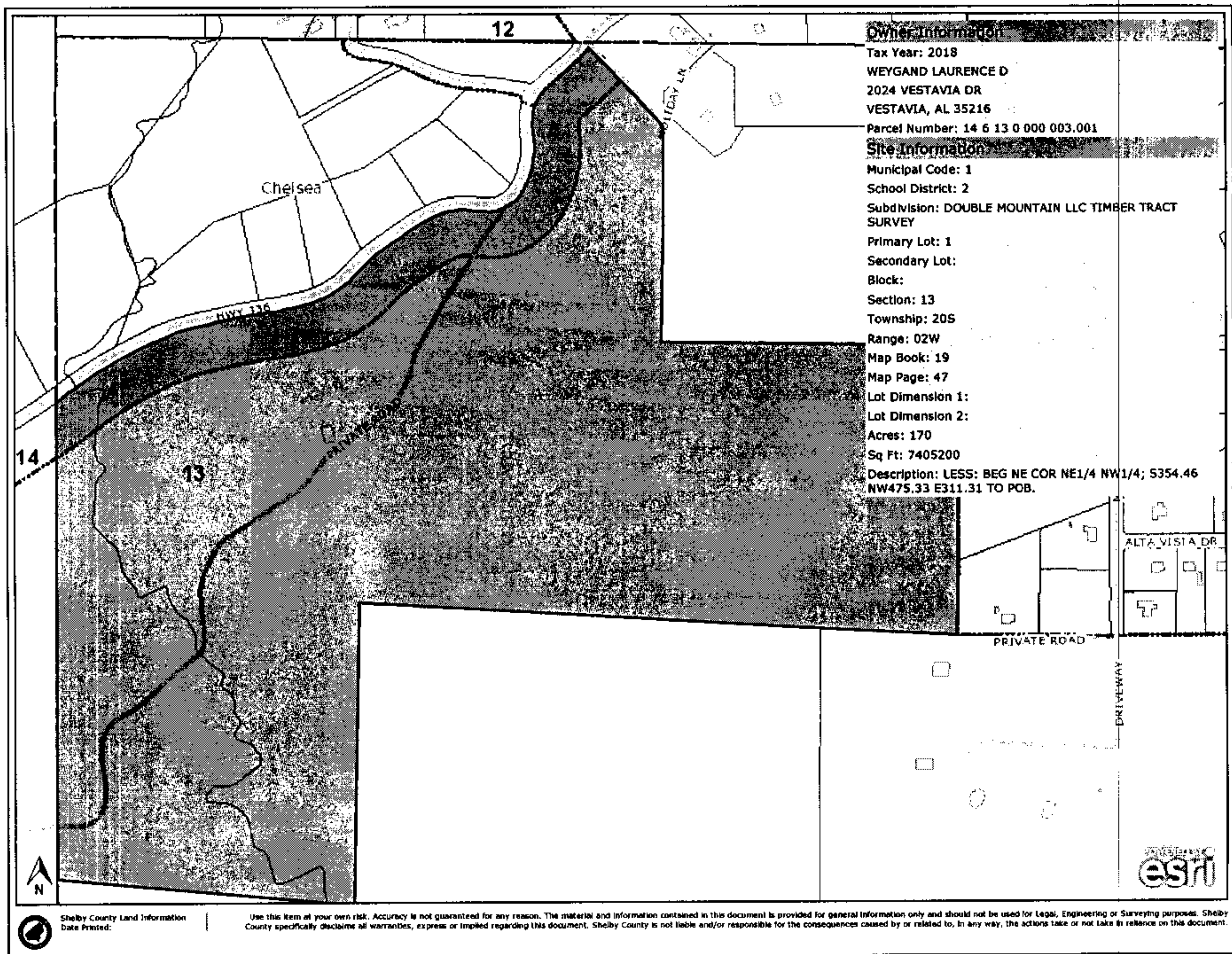
(All owners listed on the deed must sign)

\_\_\_\_\_  
Telephone Number (Evening)



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**THIS INSTRUMENT PREPARED BY:**

**PAUL B. SHAW, JR.  
ATTORNEY AT LAW  
810 PARK PLACE TOWER  
2001 PARK PLACE NORTH  
Birmingham, Alabama 35203  
(205)322-2772**

**Inst # 1994-36979**

**12/20/1994-36979**

**11:47 AM CERTIFIED**

**SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 305.50**

**WARRANTY DEED**

**STATE OF ALABAMA )  
SHELBY COUNTY )**

**THIS INDENTURE**, made and entered into on this the 20<sup>th</sup> day of December, 1994, by and between **DOUBLE MOUNTAIN, L.L.C.**, a limited liability company, hereinafter referred to as "Grantor" and **Laurence D. Weygand**, hereinafter referred to as "Grantee".

**WITNESSETH:**

**THAT FOR AND IN CONSIDERATION OF** the payment of **TWO HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$291,720.00)**, by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL and CONVEY** unto the Grantee, the real estate situated in Shelby County, Alabama, described as follows:

**THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTH AND EAST OF COUNTY ROAD 336 IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SITUATED IN SHELBY COUNTY, ALABAMA, BEING 171.6 ACRES MORE OR LESS; ALSO KNOWN AS TIMBER TRACT #1, ACCORDING TO THE MAP OF DOUBLE MOUNTAIN, L.L.C. TIMBER TRACT SURVEY, AS RECORDED IN MAP BOOK 19, PAGE 47, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (INCLUDING MINERAL AND MINING RIGHTS).**

**TOGETHER WITH** all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** unto the Grantee, his successors and assigns in fee simple, forever.

**THIS CONVEYANCE IS MADE SUBJECT, HOWEVER,** to the following, which are specifically excepted:

  
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1. All easements, restrictions, rights-of-way, roadways, public utilities and other easements heretofore filed for record which affect such property, ~~ad valorem taxes as may be assessed or become due after the date hereof, and all liens thereon~~, including any additional taxes levied as a result of the conversion of the property from its current use, all of which shall be paid by Grantee, other than the 1994 ad valorem taxes based on the current use assessment which have been paid by Grantor to the extent of such current use assessment, and any exceptions listed in any title commitment obtained by Grantee; and

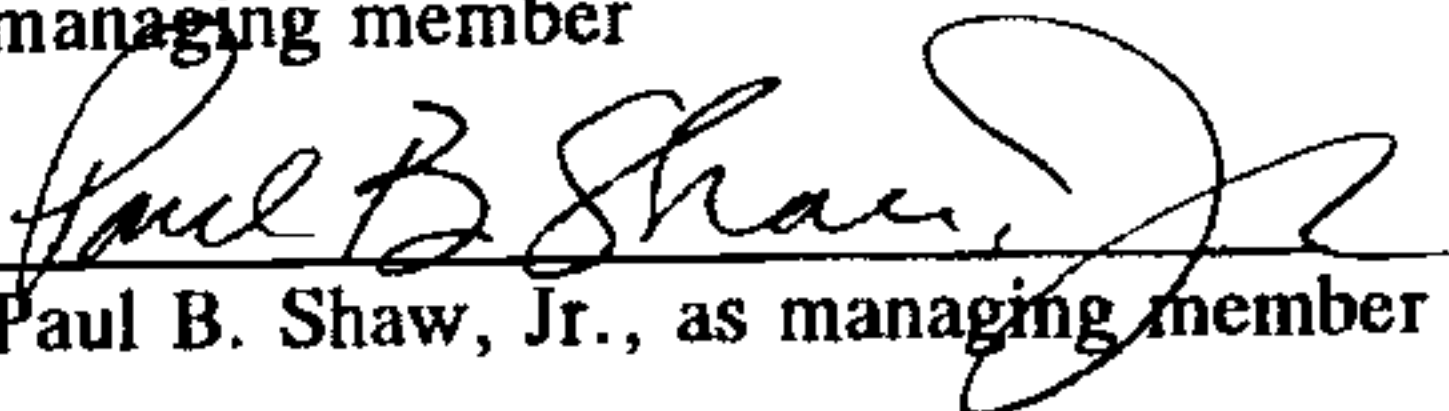
2. All timber on the property which has been offered for bid by Double Mountain, L.L.C. or all timber on which bids have been accepted by Double Mountain, L.L.C. or all timber on said property which has already been sold by Double Mountain, L.L.C., and with a specific reservation of the right by Double Mountain, L.L.C. or any purchaser of timber from Double Mountain, L.L.C. to ingress and egress to harvest the timber during the term of the timber contracts, approximately 36 months, more or less.

3. Any and all exceptions listed in the title opinion provided by Lawyers Title Insurance Corporation, commitment case number 94-1977.

IN WITNESS WHEREOF, Double Mountain, L.L.C. has caused these presents to be executed by its managing member.

GRANTOR:

DOUBLE MOUNTAIN L.L.C., by its  
managing member

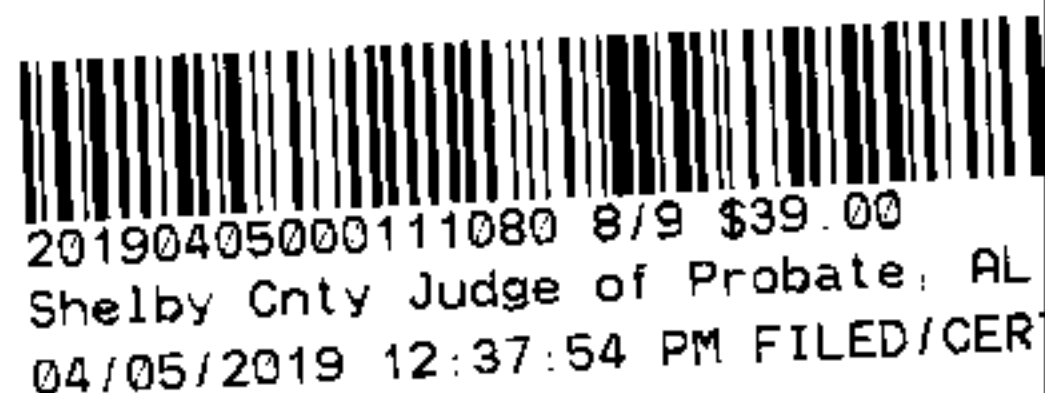
  
Paul B. Shaw, Jr., as managing member

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DENISE DAVIS, a Notary Public in and for said County in said State, hereby certify that Paul B. Shaw, Jr., as managing member of Double Mountain, L.L.C., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 20<sup>th</sup> day of December, 1994.



WARRANTY DEED  
DOUBLE MOUNTAIN, L.L.C. TO LAURENCE D. WEYGAND  
PAGE 3 OF 3

NOTARIAL SEAL

*Denise Davis*

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec. 29, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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