

*Certification
Of
Annexation Ordinance*

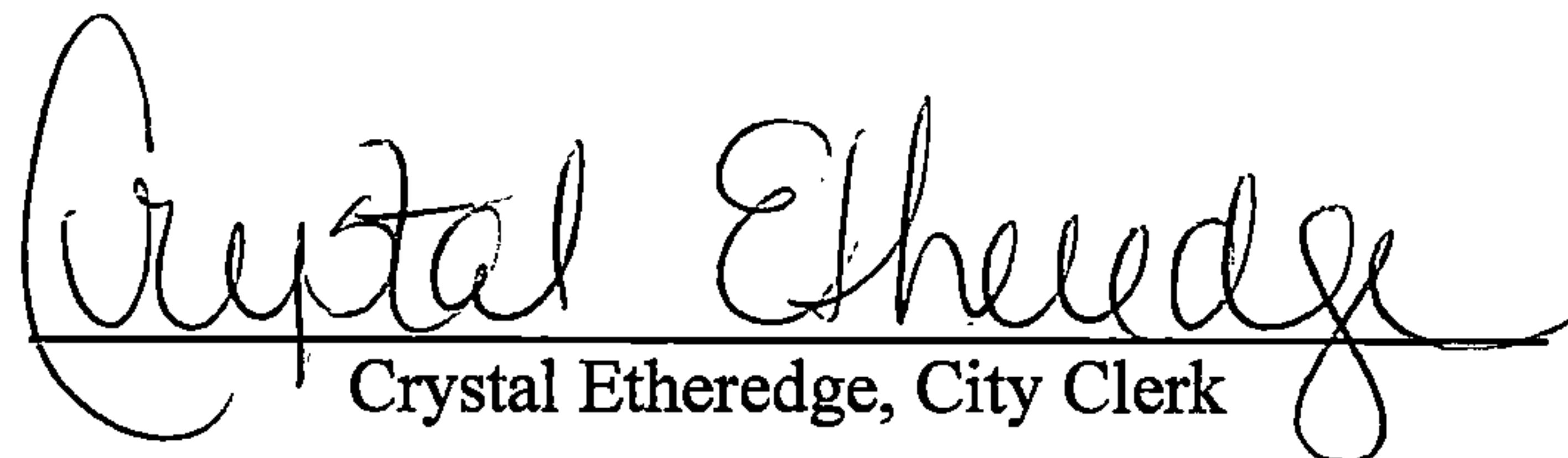
Ordinance Number: **X-2021-04-06-911**

Property Owner(s): **John David & Connie Wooley**

Portion of Property: **Parcel ID #08 9 32 1 001 003.000**

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 a special called council meeting held on April 6, 2021 and as same appears in minutes of record of said meeting, and published by posting copies thereof on April 7, 2021, at the public places listed below, which copies remained posted for five business days (through April 14th, 2021).

Chelsea City Hall, 11611 Chelsea Road, Chelsea, Alabama 35043
U.S. Post Office, Highway 280, Chelsea, Alabama 35043
Chelsea Community Center, 11101 Chelsea Road, Chelsea, Alabama 35043
Chelsea Public Library, Highway 280, Chelsea, Alabama 35043
City of Chelsea Website - www.cityofchelsea.com


Crystal Etheredge, City Clerk

City of Chelsea, Alabama

Ordinance Number: **X-2021-04-06-911**

Property Owner(s): **John David & Connie Wooley**

Portion of Property: **Parcel ID #08 9 32 1 001 003.000**

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 together is contiguous to the corporate limits of Chelsea;

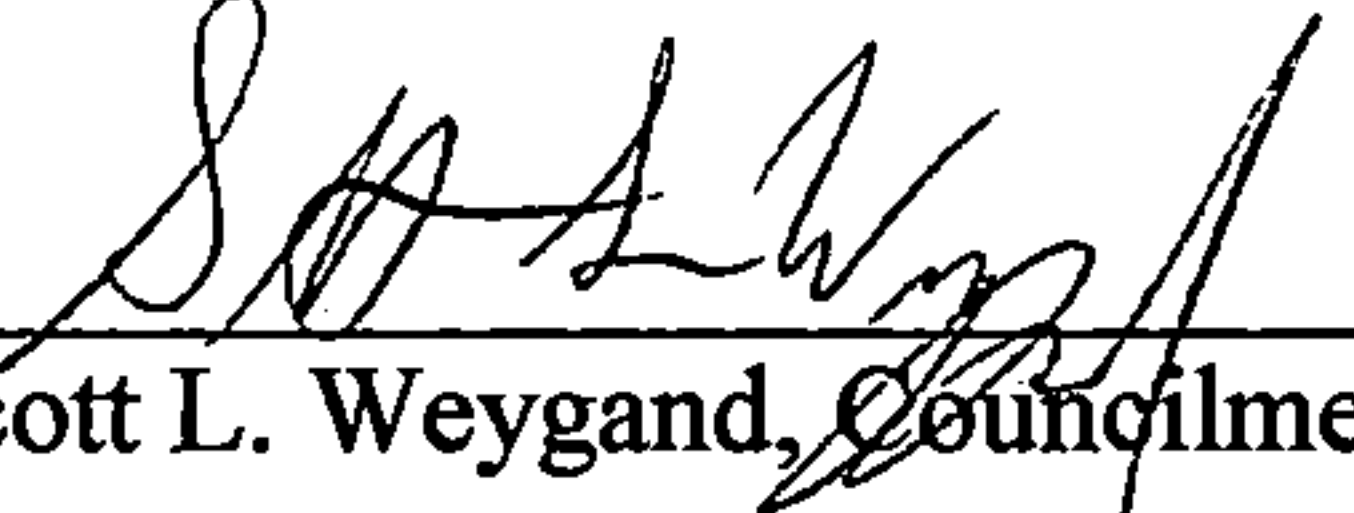
Whereas, said territory does not lie within the corporate limits or police jurisdiction of any other municipality; and

Whereas, even though said property is located in an area where the police jurisdiction of Chelsea and the police jurisdiction of Westover overlap, the said property is less than equidistance from the respective corporate limits of Chelsea and Westover (i.e., it is closer to the corporate limits of Chelsea than to the corporate limits of Westover).


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.

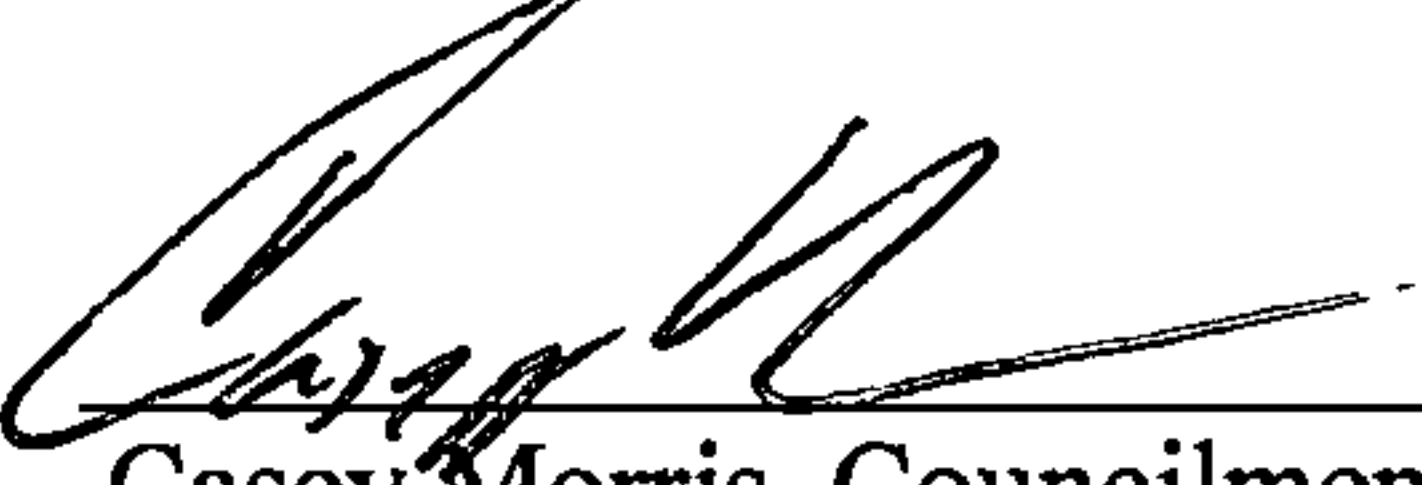

Tony Picklesimer, Mayor


Scott L. Weygand, Councilmember


Tiffany Bittner, Councilmember


Cody Sumners, Councilmember


Chris Grace, Councilmember


Casey Morris, Councilmember

Petition Exhibit B

Ordinance Number: **X-2021-04-06-911**

Property Owner(s): **John David & Connie Wooley**

Portion of Property: **Parcel ID #08 9 32 1 001 003.000**

Property Description

The above-noted property, for which annexation into Chelsea is requested in this petition, is described in the attached copy of the tax record and deed (Petition Exhibit B) 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.

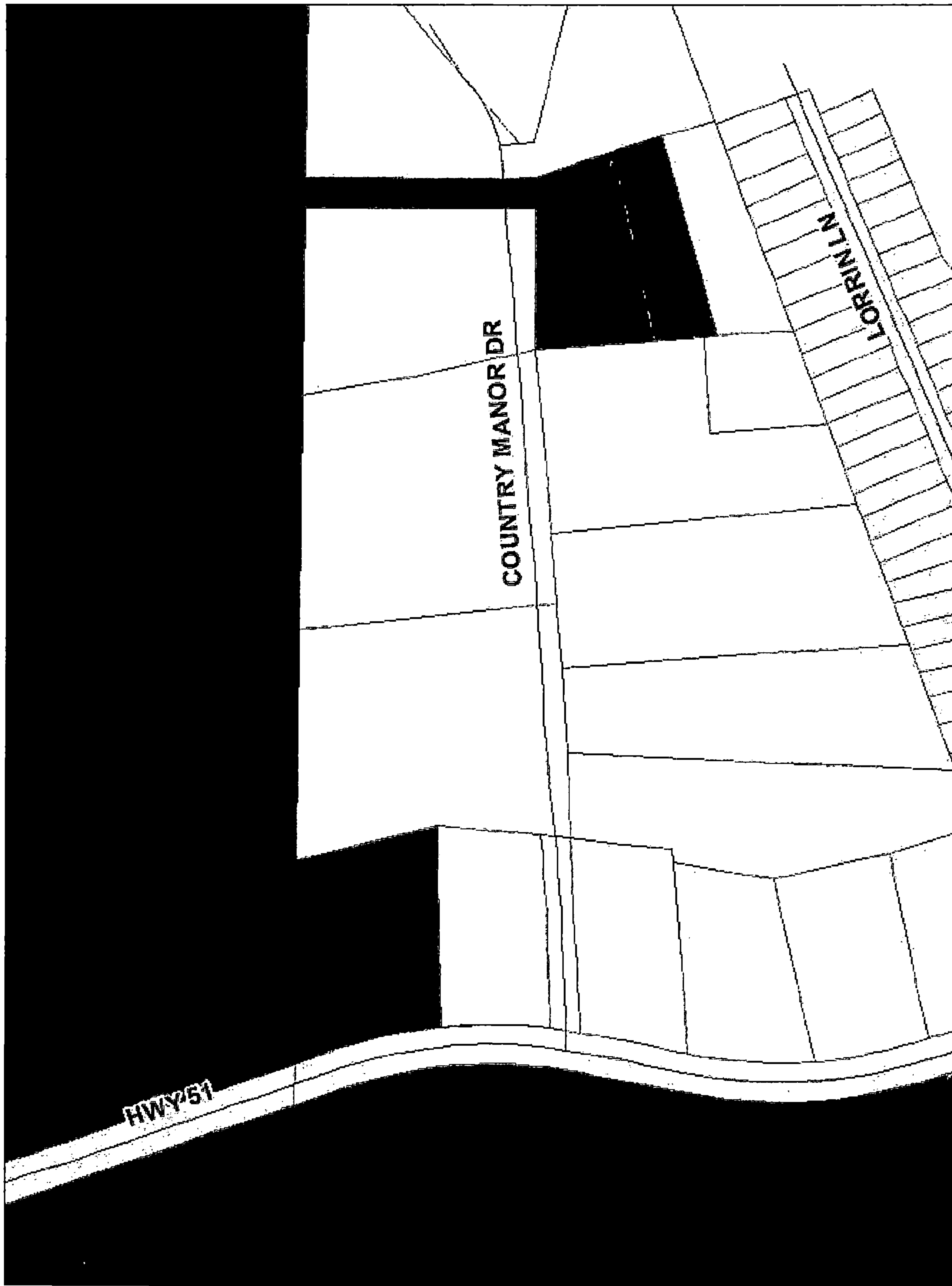
The said property, for which annexation into Chelsea is requested in this petition, does not lie within the corporate limits of any other municipality.



20210413000184700 4/10 \$49.00
Shelby Cnty Judge of Probate, AL
04/13/2021 02:46:15 PM FILED/CERT

TAX ID:
08-9-32

ORD #:
X-2021-04-06-911



CHELSEACITY LIMITS
TO BE ANNEXED

WOOLEY ANNEXATION



20210413000184700 5/10 \$49.00
Shelby Cnty Judge of Probate, AL
04/13/2021 02:46:15 PM FILED/CERT

*PETITION FOR ANNEXATION
CITY OF CHELSEA, ALABAMA*

The undersigned owner(s) of the property described below, which is described in the attached "Exhibit A" and is contiguous to the corporate limits of Chelsea, Alabama, do hereby petition the town of Chelsea to annex said property into the corporate limits of the municipality.

Name of Land Owner(s): J. DAVID & Connie Woolley

Property Address: 310 Country Manor Drive

Home Address City/State/Zip Code: Stevett, AL 35147

Telephone Number(s)

Parcel ID Number 08 932 1 001 003. 000
(As listed on property tax notice)

Number of registered voters residing at this Parcel 3

SIGNATURE OF PROPERTY OWNER(S)

(All owners listed on the deed must sign)

P. Daniel Worley

2/12/2021
Date

Connie Woolley

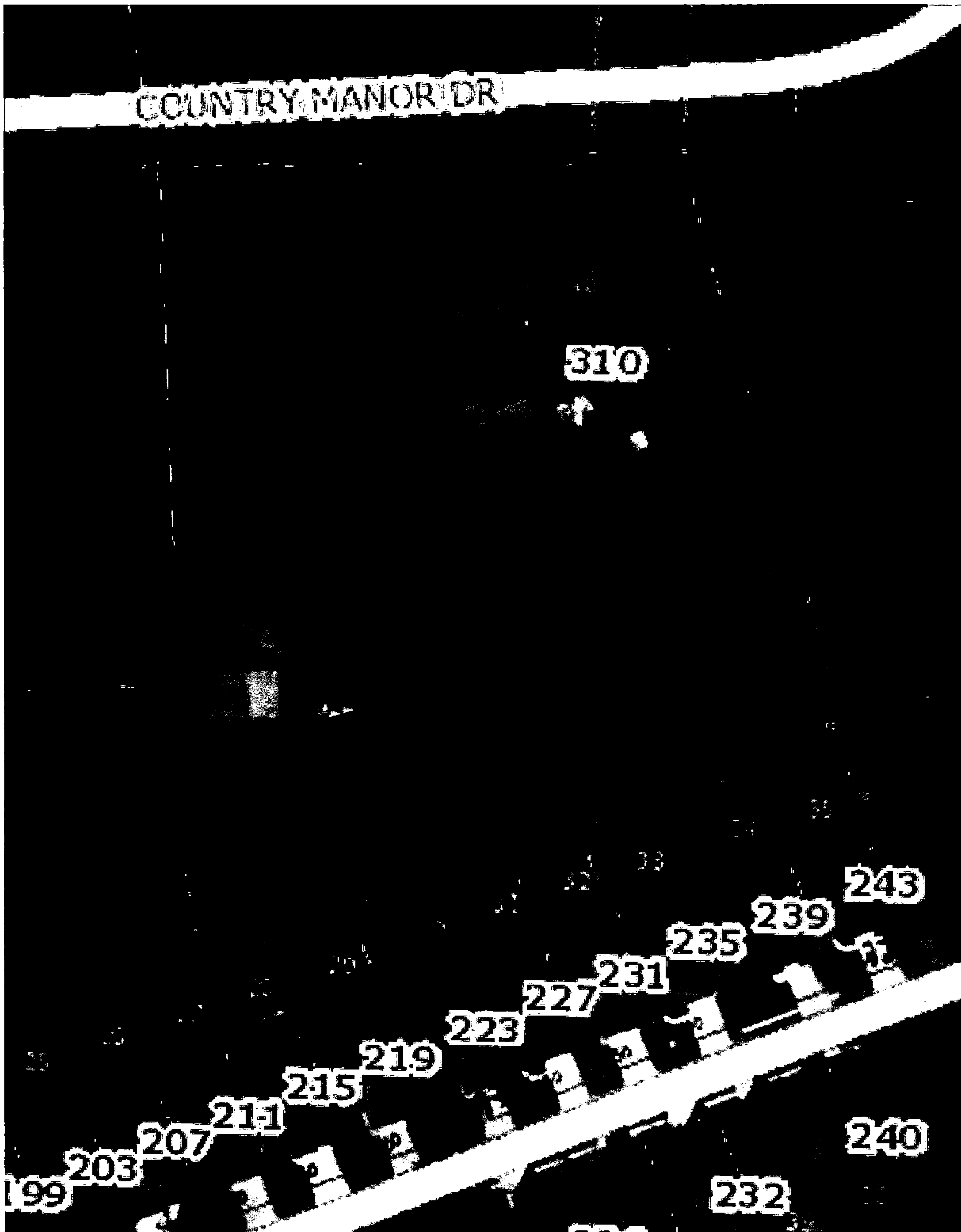
3/21/2021
Date

Date _____

PLEASE RETURN COMPLETED PETITION TO THE CITY CLERK AT
CHELSEA CITY HALL, OR MAIL TO:
Crystal Etheredge, City Clerk ▪ P.O. BOX 111 ▪ CHELSEA, AL 35043
Phone 205-678-8455, Ext. #3



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Shelby Cnty Judge of Probate, AL
04/13/2021 02:46:15 PM FILED/CERT



310 Country Manor Lane

Part II

A part of Tax parcel 08-9-32-1-001.003.000 in Shelby County, Alabama And Described as follows:

A parcel of land situated in the NE ¼ of the NE ¼ of Section 32, Township 19 South, Range 1 East, being more particularly described as follows: Commence at the NE corner of the NE ¼ of said section and run Southerly along the East line of said section 626.27 feet to a point 30 feet south of the northerly right of way line of a 68-foot pipeline easement; thence right 68 deg 00 ' and run parallel to said northerly right of way line 962.28; thence right 107 deg 40' 41" and run Northerly for a distance of 129.50' to the point of beginning; thence continue for a distance of 129.50 feet; thence with a deflection angle of 80°08'52" to the right for a distance of 395.85 feet; thence with a deflection angle of 89°28'38" to the right for a distance of 97.22 feet; thence with a deflection angle of 86°22'33" to the right for a distance of 420.00 feet to the point of beginning;

Said parcel having an area of 45,629.6 square feet, 1.048 acres more or less

THIS INSTRUMENT WAS PREPARED WITHOUT EVIDENCE OF TITLE; DESCRIPTION PROVIDED BY GRANTEE.
SEND TAX NOTICE TO:

(Name) John David Woolley
1310 Highway 51
(Address) Sterrett, AL 35147

This instrument was prepared by

(Name) Michael T. Atchison, Attorney at Law
(Address) P. O. Box 822, Columbiana, AL 35051

Form 1-1-5 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FIVE HUNDRED and no/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Reese Lewis Woolley, Jr. and wife, Carolyn Frances Woolley

(herein referred to as grantors) do grant, bargain, sell and convey unto

John David Woolley and wife, Connie Elaine Woolley

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby

County, Alabama to-wit:

A parcel of land situated in the NE 1/4 of the NE 1/4, Section 32, Township 19 South, Range 1 East, being more particularly described as follows: Commence at the NE corner of the NE 1/4 of said section and run Southerly along East line of said section 626.27 feet to a point 30 feet South of the Northerly right-of-way line of a 68-foot pipeline easement; thence right 68 deg. 00 min. and run parallel to said Northerly right-of-way line 516.18 feet to the point of beginning; thence continue along last described course 446.1 feet; thence right 107 deg. 40 min. 41 sec. and run 518.0 feet; thence right 90 deg. 00 min. and run 355.0 feet; thence right 79 deg. 40 min. and run 390.19 feet to the point of beginning.

According to survey of Robert C. Farmer, Al. Reg. No. 14720, dated May 6, 1987.

The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchaser shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining land and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreages served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be a charge on the land in whosoever hands it shall be at the time of such maintenance or repair.

This property is subject to the following restriction, which shall attach and run with the land: There shall be no trailers placed on said property. Minerals and mining rights are excepted.

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 hand(s) and seal(s), this 5th

day of February, 1988

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 FEB -5 PM 2:25

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY

JUDGE OF PROBATE

I, the undersigned authority, a Notary Public in and for said County, in said State,

hereby certify that Reese Lewis Woolley, Jr. and wife, Carolyn Frances Woolley

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 5th day of February, A.D., 1988

Public.



20210413000184700 8/10 \$49.00
Shelby Cnty Judge of Probate, AL
04/13/2021 02:46:15 PM FILED/CERT

BOOK 170 PAGE 255

SEND TAX NOTICE TO:

(Name) _____

(Address) _____

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

(Address) Post Office Box 822

Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Twenty-Two Thousand, Nine Hundred Fifty and no/100 (\$22,950.00) Dollars

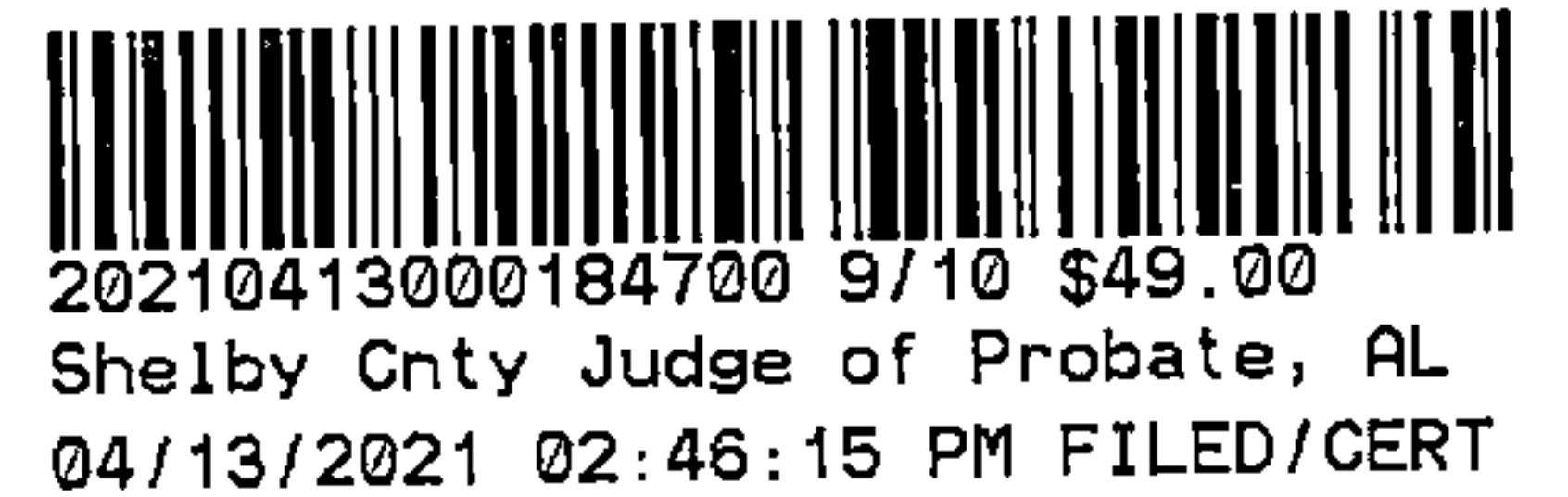
to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Martin Muller, a single man

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Reese Lewis Woolley, Jr.

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:



SEE REVERSE SIDE FOR LEGAL DESCRIPTION AND RESTRICTIONS.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE, 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 GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this day of October, 1984.

Susan Dillard (Seal)
Laurie Turner (Seal)

(Seal)

Martin Muller (Seal)
Martin Muller

(Seal)

(Seal)

STATE OF ALABAMA
Shelby COUNTY

General Acknowledgment

I, _____ the undersigned authority _____, a Notary Public in and for said County, in said State, hereby certify that Martin Muller, a single man 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of October A. D., 1984

1529 Glenwood Rd
Birmingham, AL 35221

Notary Public

BOOK 011 PAGE 703



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Shelby Cnty Judge of Probate, AL
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A tract of land situated in the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, and run South along the East line of said 1/4 Section 626.27 feet to a point of intersection with the centerline of a pipeline easement; thence an angle to the right of 68 deg. 00' and run South-westerly along the said pipeline easement centerline 516.18 feet to point of beginning of herein described property; thence an angle to the right of 97 deg. 20' 17" and run Northerly 390.19 feet; thence an angle to the left of 79 deg. 40' and run Westerly 720.00 feet; thence an angle to the left of 90 deg. 00' and run Southerly 635.56 feet to a point of intersection with the centerline of said pipeline easement; thence an angle to the left of 107 deg. 40' 17" and run Northeasterly along said pipeline easement centerline 829.17 feet to point of beginning. According to survey of W. N. Varnon, Reg. No. 9324, dated October 4, 1984.

The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchaser shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining land and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreages served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be a charge on the land in whosoever hands it shall be at the time of such maintenance or repair.

This property is subject to the following restriction, which shall attach and run with the land: There shall be no trailers placed on said property. Minerals and mining rights are reserved to the grantor.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 DEC 14 PM 12:36

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Deed TAX 23.00
Rec 5.00
Ind 1.00
29.00

011 PAGE 704

TO

WARRANTY DEED

STATE OF ALABAMA,
County.

Judge of Probate

LAWYERS TITLE INSURANCE
CORPORATION
Title Insurance
BIRMINGHAM, ALA.

DEED TAX \$
RECORD FEE \$
TOTAL \$