

BOOK  
OF  
ORDINANCES  
CITY  
OF  
MARGARET

BOOK NO. 3

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*repealed  
2005-19 July*

AN ORDINANCE TO FURTHER PROVIDE FOR THE RESTRAINT AND CONTROL OF DOGS IN THE TOWN OF MARGARET, ALABAMA;

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS:

SECTION ONE: DEFINITIONS.

AT LARGE: A dog shall be deemed to be at large when it is not under restraint by its owner or a competent person having charge or control of it or when it is not confined within a wall, fence, vehicle or other enclosure in such a manner as to effectively prevent it from escape.

TOWN: The Town of Margaret, Alabama

DOG: All members of the canine family.

OWNER: The term owner shall mean and include any person, group of persons or corporation having a right of property in a dog, or who has care of it or acts as its custodian, or who keeps it, allows it food and refuge on or about premises occupied by such person or persons or who harbors it in any manner.

UNDER RESTRAINT: A dog shall be deemed to be under restraint when it is controlled by a leash, cord, chain or similar means in the hands of the owner or a competent person having charge or control of the dog or when it is tethered in a human manner so as to remain upon private premises and in the presence of the owner of such competent person.

SECTION TWO ENFORCEMENT

The provision of this chapter shall be enforced by the Town of Margaret, Alabama.

SECTION THREE: VACCINATION REQUIRED

It shall be unlawful for the owner or any person to possess, keep or harbor in the Town any dog over three (3) months of age which has not been vaccinated against rabies within the preceding twelve (12) months and tagged as required by Section 107 and 108, Title 22, Code of Alabama.

SECTION FOUR: DOGS NOT TO BE ALLOWED AT LARGE

It shall be unlawful for the owner or any person having charge or control of a dog to allow it to be or run at large.

SECTION FIVE: RESPONSIBLE DOG CARE

It shall be unlawful for any owner or harbinger of a dog not to provide for his animal;

- (a) sufficient quantity of good and wholesome food and water
- (b) proper protection and shelter from the weather
- (c) veterinary care when needed to prevent suffering; and
- (d) humane treatment

SECTION SIX: TAKING OR CAUSING ESCAPE

It shall be unlawful for anyone to take a dog from the confinement or restraint of its owner or of the person in charge or control of it or to cause a dog to escape from such confinement or restraint without specific permission therefor from the owner or person in charge or control of the dog.

SECTION SEVEN: NUISANCE BARKING AND HOWLING

It shall be unlawful for the owner of a dog to suffer or permit, on his lot or premises, the loud and frequent or continued barking, howling, or yelping of any dog as to annoy and disturb the neighbors.

SECTION EIGHT: PENALTIES

Any person violating any of the provisions of this ordinance shall be required to pay a penalty to the town clerk as follows:

1st offense in a calendar year .....	\$10.00
2nd offense in a calendar year.....	\$20.00
3rd offense in a calendar year.....	\$30.00
4th offense in a calendar year.....	\$200.00

SECTION NINE: FAILURE TO COMPLY

Any person who fails to comply with the provisions of this ordinance shall be summoned to appear before the Municipal Judge, as provided by Supreme Court Rule, and shall, upon conviction, be guilty of a misdemeanor and shall be fined a sum not to exceed FIVE HUNDRED (500.00) dollars.

SECTION TEN: VALIDITY

If any section, clause or provision of this ordinance be declared UNCONSTITUTIONAL or held invalid, it shall not affect or any section or clause or provision of this ordinance..

SECTION ELEVEN: This ordinance shall become effective upon passage, approval and publication as required by law.

ADOPTED AND APPROVED THIS THE 5<sup>th</sup> DAY OF April 2001.

Jeffrey H. Wilson  
Mayor

attest:

Marelyn Johnson  
Town Clerk

CLERK'S CERTIFICATE

I, Marelyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 4401 was adopted by the Mayor and Town Council on April 4, 2001 and that a copy of same was posted at the following three (3) places in Town on April 5, 2001.

TOWN HALL

LEE'S COUNTRY STORE

BIG MAMA'S ATTIC

*Marelyn Johnson*  
Town Clerk

AN ORDINANCE ESTABLISHING DRIVEWAY REQUIREMENTS IN THE TOWN OF MARGARET, ALABAMA.

Be it ordained by the Town Council of the Town of Margaret, Alabama any driveway pipe shall be placed on Town right of ways shall meet the requirements as follows:

- Section 1. Pipe shall be minimum of 15 inches or larger as determined by Ditch size and drainage area.
- Section 2. Pipe shall be corrugated metal or plain reinforced concrete side drain pipe.
- Section 3. No clay, asbestos, P.V.C. or other type pipe not listed above shall be Approved.
- Section 4. Request shall be made for a permit to install pipe on Town right of way and shall be approved by the Town Public Works Manager.
- Section 5. Validity Should any section of this Ordinance for and reason be held void or invalid it shall not affect the validity of any other section provided hereof which is nor in itself void or invalid

This Ordinance shall become effective immediately upon it's publication as provided by law.

ADOPTED THIS THE 13th DAY OF May, 2003.

Charles Huhn  
COUNCIL MEMBER

Jeffrey Venable  
COUNCIL MEMBER

David D. M. Hays  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

[Signature]  
COUNCIL MEMBER

Jeffrey Wilson  
MAYOR

ATTEST:

Marilyn Johnson

CLERK'S CERTIFICATE

I, Marilyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #1303  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON 5-13-03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON May 3, 2003.

1. Margaret Town Hall

2. Lee's Country Store

3. Margaret Post Office

ORDINANCE NO. 71101

AN ORDINANCE PERTAINING TO THE OWNERSHIP, LICENSING AND MAINTENANCE OF ANIMALS AND FOWL WITHIN THE CORPORATE LIMITS OF THE TOWN OF MARGARET, ALABAMA PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS:

SECTION ONE: Definitions,

The term "livestock" or "animal" where it occurs in this article shall be held to be limited to and refer to horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, oxen, sheep, goats, kids, hogs, shoats and pigs.

SECTION TWO: Same - suspension to keep,

If the premises where such animals are designated in be kept shall not be free from objectionable or unsanitary droppings, refuse and odors, or shall be in condition to breed flies, the mayor shall notify the holder of such animals, to remove such objectional matter or condition within a reasonable time, to be fixed by him.

SECTION THREE: Keeping of vicious or dangerous animals - running at large , penalty,

Any persons who knowingly owns or keeps a vicious or dangerous animal and permits the same to run at large or carelessly or negligently permits the same to go or stray off their premises shall be guilty of misdemeanor,

SECTION FOUR: Definition,

Any animal which bites scratches, paws, kicks, hooks or attempts to bite, scratch, paw or hook any person or other animal, or which chases or runs after any person or vehicle in which or on which a person is riding shall be vicious or dangerous,

SECTION FIVE: Livestock not to run at large,

It shall be unlawful for the owner of any livestock to knowingly, voluntarily, negligently, or wilfully permit any such livestock to run at large within the town limits,

SECTION SIX: Owner liable for damages done by livestock running at large, lien on livestock causing damage.

The owner of livestock running at large in the town shall be liable for all damages done to any person. Such damages to be recovered before any court of competent jurisdiction; and the judgement of the court against the owner of such livestock shall be in lien superior to all other liens on the livestock causing the injury except as to taxes.

SECTION SEVEN: Same - Suspension ,

If the premises where fowl are permitted to be kept shall not be free from objectional or unsanitary droppings, refuse or odors, or shall be in condition to breed flies, the mayor shall notify the holder of keep such fowl, to remove such objectional matter or condition within a

reasonable time, to be fixed by him.

SECTION EIGHT : Fowl not to run at large,

It shall be unlawful for any person owning or having in his possession or under his control any chickens, ducks, geese, turkeys, guineas or any other domestic fowl to permit the same to run at large or to stray from his premises within the corporate town limits.

SECTION NINE: PENALTIES;

Any person violating any of the provisions of this ordinance shall be required to pay a penalty to the town clerk as follows:

- 1st offense in a calendar year .....\$10.00
- 2nd offense in a calendar year .....\$20.00
- 3rd offense in a calendar year .....\$30.00
- 4th offense in a calendar year .....\$200.00

SECTION TEN: FAILURE TO COMPLY;

Any person who fails to comply with the provisions of this ordinance shall be summoned to appear before the Municipal Judge, as provided by Supreme Court Rule, and shall upon conviction, be guilty of a misdemeanor and shall be fined a sum not to exceed FIVE HUNDRED (\$500.00) DOLLARS.

SECTION ELEVEN: VALIDITY:

If any section, clause or provision of this ordinance be declared unconstitutional or held invalid, it shall not affect any other section, clause or provision of this ordinance.

SECTION TWELVE: This ordinance shall become effective upon passage, approval and publication as required by law.

ADOPTED AND APPROVED THIS THE 7 day of July 2001.

*Jessy Wilson*

attest: *Marilyn Johnson*

CLERK'S CERTIFICATE

I, Marelyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 20102 was adopted by the Mayor and Town Council on February 1, 2002 and that a copy of same was posted at the following three (3) places in Town on February 2, 2002, 200

Margaret Town Hall

Margaret Post Office

Lee's Country Store

ORDINANCE # 71101A

2002 2290  
Recorded in the Above  
DEED: Book & Page  
03-27-2002 01:36:18 PM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

WHEREAS, ON THE 7<sup>th</sup> day of JULY, 2004, all the property owners of the real property hereinafter described in Exhibit "A", which is attached hereto and incorporated herein by reference, did file with the Town Clerk, a petition or petitions asking that the said tracts or parcels of land be annexed to and become part of the Town of Margaret; and

WHEREAS, said petition or petitions did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Margaret; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the Town of Margaret and it did further determine that all legal requirements for annexing said real property have been met, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS:

SECTION 1. The council of the Town of Margaret, Alabama finds and declares as the legislative body of the Town that it is in the best interest of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of the Ordinance into the Town of Margaret.

SECTION 2. The boundary lines of the Town of Margaret Alabama, be, and the same are, hereby altered or rearranged so as it include all the territory heretofore encompassed by the corporate limits of the Town of Margaret, and in addition thereto the following described territory, to-wit: See Exhibit "A" attached hereto and make a part hereof

SECTION 3. That the property owners shall be responsible for the payment of all fire dues, assessments or other charges, if any, whether previously incurred, currently owned, or that may become due in the future.

SECTION 4. This Ordinance shall be published as provide by law and a certified copy of the petition of the property owners shall be filed with the Probate Judge of the County were located.

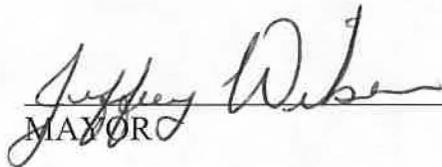
SECTION 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of

page 2  
ordinance #71101

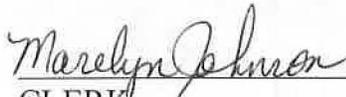
Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3 above.

ADOPTED THIS 19th DAY OF JULY 2001.

TOWN OF MARGARET, ALABAMA

  
MAYOR

ATTEST;

  
CLERK

THIS INSTRUMENT PREPARED BY:  
ATTORNEY AT LAW  
Gail Dickinson  
211 19<sup>th</sup> Street South  
Pell City, AL 35128

Send Tax Notice To:  
Celia Horsely  
75 North Hillcrest Street  
Margaret, AL 35112

2002 2292  
Recorded in the Above  
DEED Book & Page  
03-27-2002 01:36:16 PM

**QUITCLAIM DEED**

**STATE OF ALABAMA  
ST. CLAIR COUNTY**

KNOW ALL MEN BY THESES PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) , in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned, Johnny R. Horsley, hereby remises, releases, quit claims, grants, sells and conveys to Celia Horsley (hereinafter called Grantee whether one or more), all his right, title, interest and claim in or to the following described real estate, situated in St. Clair County, Alabama, to-wit:

Begin at the NW Corner of the NW 1/4 of NW 1/4 of Section 32, Township 15, South, Range 2, East, Thence south along the west line of said 1/4-1/4 Section 553.83 ft. to the center line of a public road, thence N 45degrees 06' E along the center line of said road, 19.93 ft. to the point of a curve to the right having a radius of 169.26 ft. a central angle of 42 degrees 20', Thence along the arc of said curve in a northeasterly direction 169.26 ft. to the point of a curve to the left having a radius of 418.14 ft., a central angle of 20 degrees 29', Thence along the arc of said curve 149.48 ft. to the point of a curve to the left having a radius of 563.64 ft. a central angle of 15 degrees 58' 38", Thence along the arc of said curve 157.16 ft. to the point of tangent, Thence N 50 degrees 58'22" E along tangent 332.55 ft. to the point of a curve to the left having a radius of 661.36 ft., a central angle of 18 degrees 51' 52", Thence along the arc of said curve 217.76 ft. to the north line of said NW 1/4 of NW 1/4. Thence 121 degrees 44' 34" to the left from the tangent of said curve and run N 89 degrees 38' 04" W 807.36 ft. to the point of beginning. Containing 6.23 acres Less and Except that part lying within the road right of way.

**TO HAVE AND TO HOLD** to said Celia Horsley forever.

Given under my hand and seal, this 28<sup>th</sup> day of July, 1999.

*Johnny Ray Horsley*  
**JOHNNY RAY HORSELY**

**STATE OF ALABAMA  
ST. CLAIR COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Johnny Ray Horsley, 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, he executed the same voluntarily in the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of July, 1999.

*Heutia Phillips*  
**NOTARY PUBLIC**

PETITION FOR ANNEXATION

2002 2293  
Recorded in the Above  
DEED Book & Page  
03-27-2002 01:36:18 PM

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 31<sup>st</sup> day of July, 2000.

By:

Celia E. Worsley

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

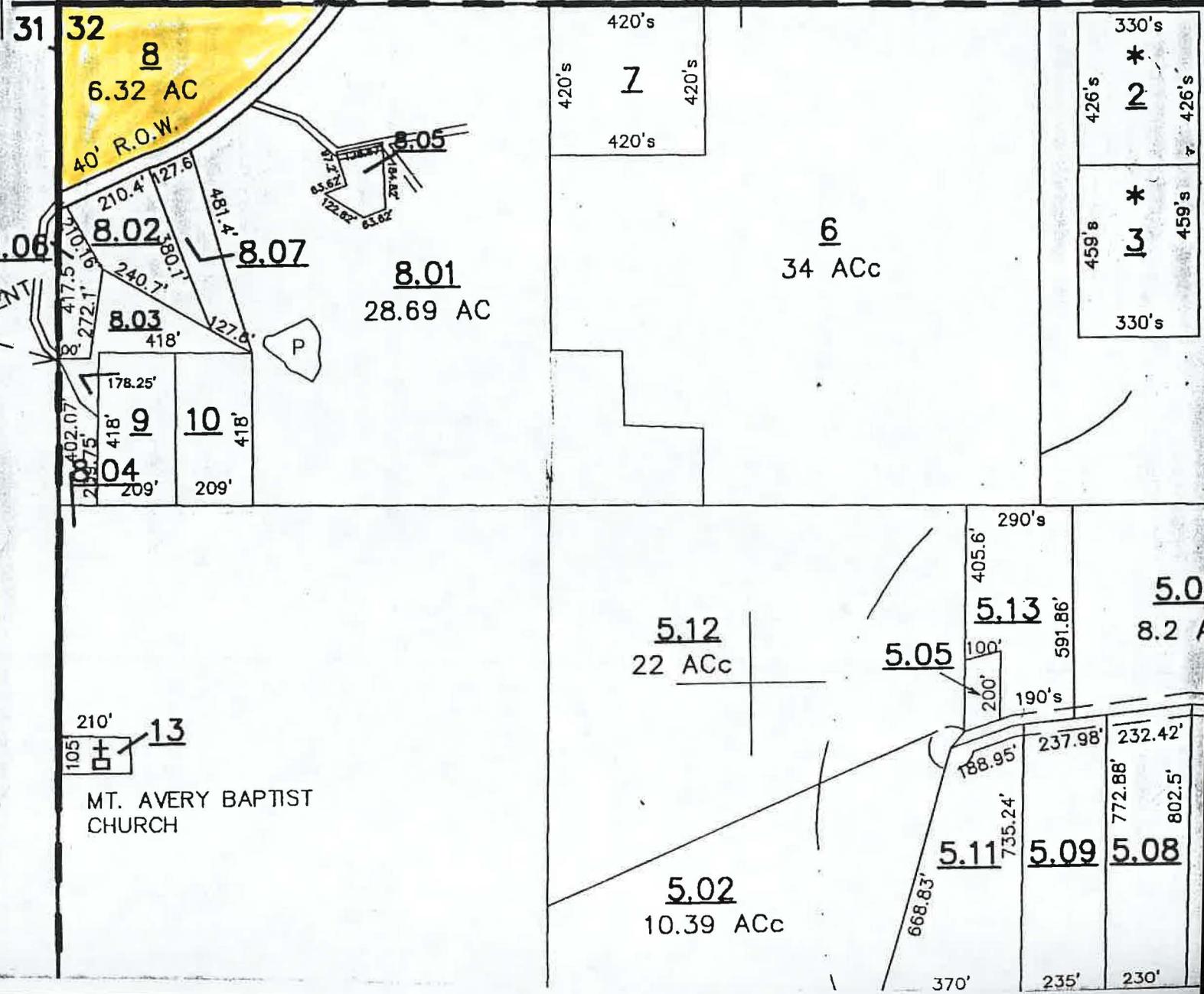
2002 2294  
Recorded in this office  
DEED, Book & Page  
03-27-2002 01:36:18 PM

1/6  
29

# MARGARET

# CITY

UNNAMED ROAD  
20' R.O.W.



31 32

8  
6.32 AC  
40' R.O.W.

420's  
7  
420's  
420's

330's
*
<u>2</u>
426's
426's
*
<u>3</u>
459's
459's
330's

CTR LN 30 EASEMENT

8.01  
28.69 AC

6  
34 ACc

178.25'  
418' 9 418'  
209' 10 418'  
209'

210'  
105' 13

MT. AVERY BAPTIST CHURCH

5.12  
22 ACc

5.05

5.0  
8.2 A

5.02  
10.39 ACc

5.11

5.09

5.08

370' 235' 230'

2002 2295  
Recorded in the Above  
DEED Book & Page  
03-27-2002 01:36:18 PM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pg: 2002/2290  
Term/Cashier: N RECORD2 / SueF  
Tran: 1564.27563.40412  
Recorded: 03-27-2002 13:36:52  
CER Certification Fee 1.00  
PJF Special Index Fee 5.50  
REC Recording Fee 19.00  
Total Fees: \$ 25.50

CLERK'S CERTIFICATE

I, MARELYN JOHNSON clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 71101 was adopted by the Mayor and Town Council on July 11, 2001 and that a copy of same was posted at the following three (3) places in Town on July 19, 2001.

MARGARET TOWN HALL

LEE'S COUNTRY STORE

BIG MAMA'S ATTIC

ORDINANCE # 11602

An Ordinance Adopting Subdivision Roads for maintenance and paving by the Town of Margaret and Four Star Investments, Inc, or any member of Four Star Investments, Inc for building Roads in any subdivision in the Town of Margaret.

BE IT ORDAINED BY THE TOWN OF COUNCIL OF THE TOWN OF MARGARET. IN THE STATE OF ALABAMA AS FOLLOWS:

SECTION 1. The Developer will submit a preliminary plot showing the location of right-of-way, the roads, grade of roads, length and diameter, and location of drainage pipes.

SECTION 2. Shown below are the specifications roads must be, in order to be accepted by the Town of Margaret, and the Town Engineer.

1. Right-of-way easement shall be 60', cul-de-sac area row will be 10' outside of cul-de-sac.
2. Roadway width shall be 28' from shoulder to shoulders.
3. Base shall be a minimum of 6" compacted chert, sandstone, shell rock or any other approved base by the Town engineer. Base must pass proof roll test.
4. Drainage- All pipes the metal and pipe sizes and locations for cross drains shall be approved by the Town engineer.
5. Pavement- There will be a minimum of 20' wide pavement. The pavement will consist of tar and gravel surface treatment. Developers will be responsible for road and paving for one (1) year after final paving. At end of one year if any repairs are necessary to roads the developers will be responsible and will repair at the developers cost.
6. All dead end roads must have 80' cul-de-sac.
7. The Town representative or engineer must approved the base For new roads, and they must pass a proof rolling test with loaded tandem truck, no road pumping will pass.
8. Water source is available, a minimum 6' water line and fire plugs will be installed so that each lot is within the proper fire ISO requirements.
9. Fences shall be located off right-of-way line. A clear zone of 10' will be maintained from edge of pavement.

ordinance 110602

SECTION 3. If any section, clause or provision of this Ordinance be declared unconstitutional or held invalid it shall not affect any other section, clause or provision of this Ordinance.

SECTION 4. This ordinance shall become effective upon passage , approval and publication as required by law.

ADOPTED AND APPROVED THIS THE 6<sup>th</sup> DAY OF November, 2002.

Joseph H. Wilson  
Mayor

Attest:

Marilyn Johnson  
Town clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #1602  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON Nov 6, 2002 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON Nov 15, 2002 2002.

1. Margaret Town Hall

2. Margaret Post Office

3. Lee's Country Store

ORDINANCE # 60502

WHEREAS, ON THE 5th day of June, 2002, all the property owners  
EDDIE WAYNE ROBERTSON AND DANA LOUISE ROBERTSON  
of the real property hereinafter described in Exhibit "A", which is attached hereto and  
incorporated herein by reference, did file with the Town Clerk, a petition or petitions asking  
that the said tracts or parcels of land be annexed to and become part of the Town of Margaret;  
and

WHEREAS, said petition or petitions did contain the signatures of all the owners of the  
described territory and a map of said property showing its relationship to the corporate limits of  
the Town of Margaret; and

WHEREAS, the governing body did determine that it is in the public interest that said  
property be annexed to the Town of Margaret and it did further determine that all legal  
requirements for annexing said real property have been met, pursuant to Sections 11-42-20  
through 11-42-24, Code of Alabama 1975;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
MARGARET, ALABAMA AS FOLLOWS:

SECTION 1. The council of the Town of Margaret, Alabama finds and declares as the legislative body of the Town  
that it is in the best interest of the citizens of the Town, and the citizens of the affected area, to bring the territory described in  
Section 2 of the Ordinance into the Town of Margaret.

SECTION 2. The boundary lines of the Town of Margaret Alabama, be, and the same are, hereby altered or  
rearranged so as it include all the territory heretofore encompassed by the corporate limits of the Town of Margaret, and in  
addition thereto the following described territory, to-wit: See Exhibit "A" attached hereto and make a part hereof

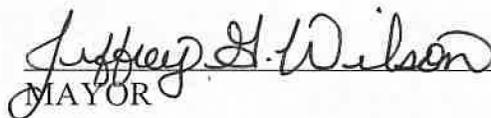
SECTION 3. That the property owners shall be responsible for the payment of all fire dues, assessments or other  
charges, if any, whether previously incurred, currently owned, or that may become due in the future.

SECTION 4. This Ordinance shall be published as provide by law and a certified copy of the petition of the property  
owners shall be filed with the Probate Judge of the County were located.

SECTION 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3 above.

ADOPTED THIS 5th DAY OF June 2002 .

TOWN OF MARGARET, ALABAMA

  
MAYOR

2002 5372  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM

ATTEST;

  
CLERK

EEK

LIMITS

2002 5375  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM

3.21  
5 ACC

701.89' 671'S

3.07

574.53'

3.08

550.96'

3.12

400' 370'S

3.26

203.7' ISBELL

90'S

3.11

500'S

225'

234.54'

253.4'

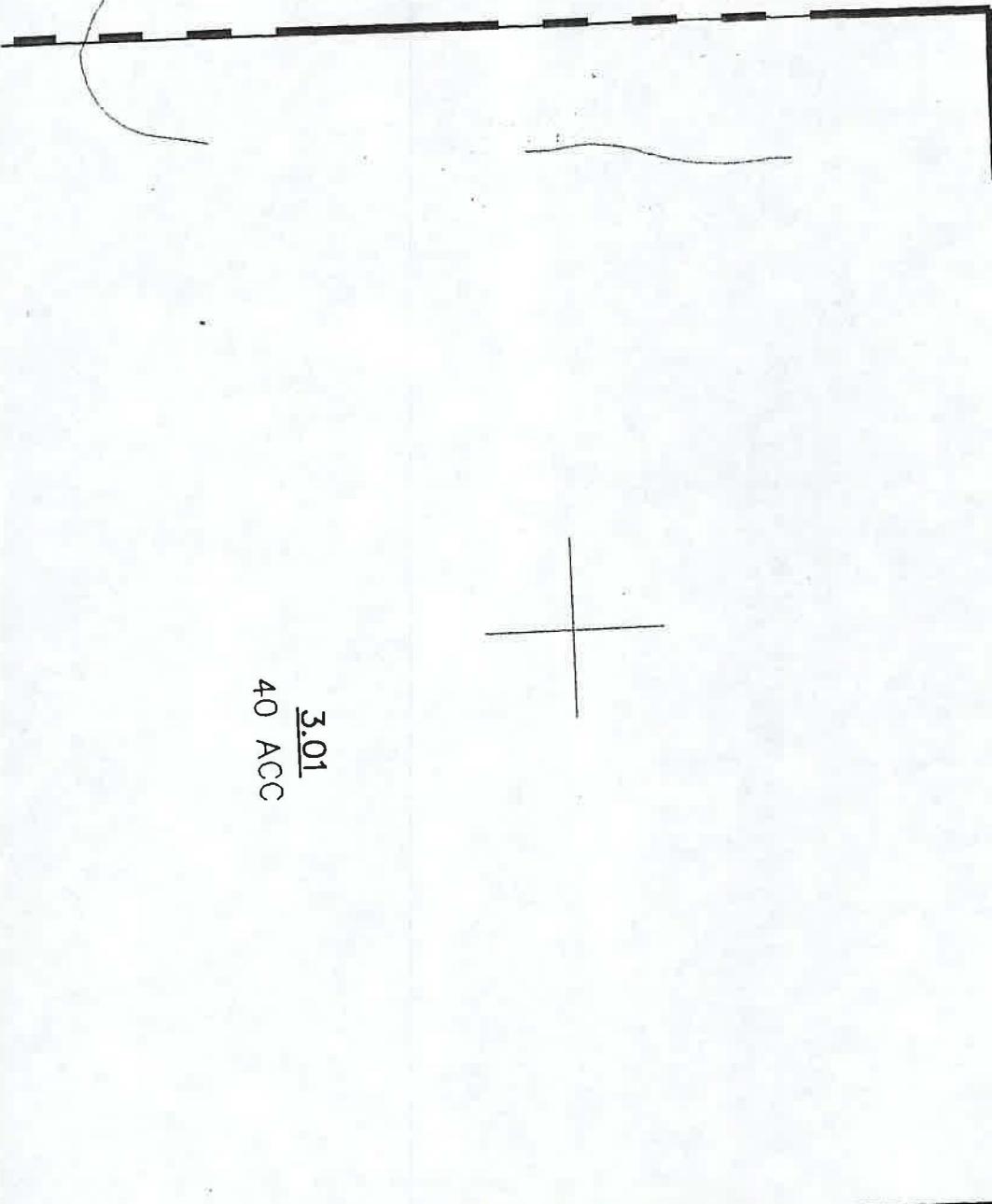
233'

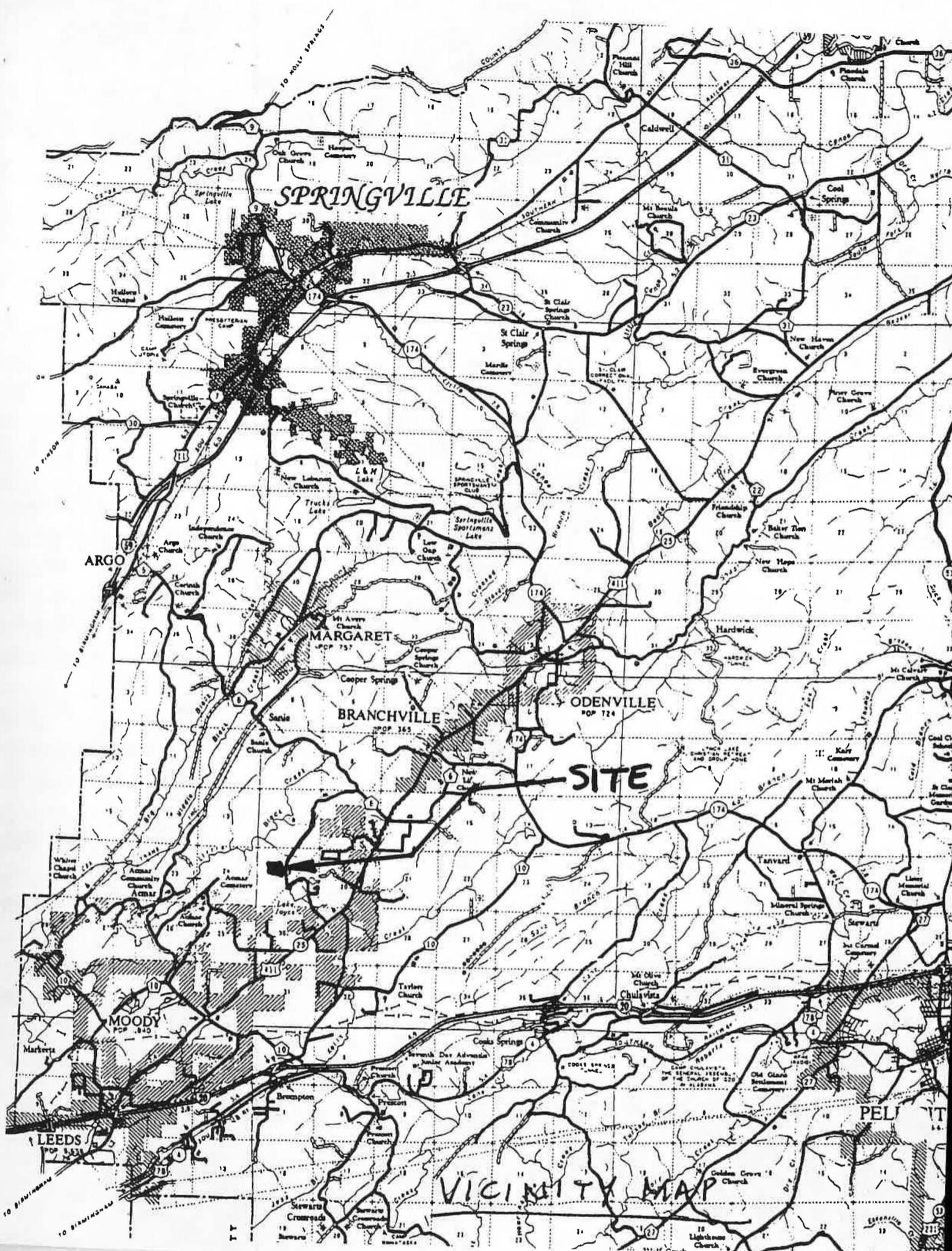
210'

174'

179'

3.01  
40 ACC





2002 5376  
 Recorded in the Above  
 DEED Book & Page  
 07-17-2002 01:17:24 PM

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 30<sup>th</sup> day of MAY, 2000. 2002

By: Eddie Wayne Watson  
Dana Louise Robinson

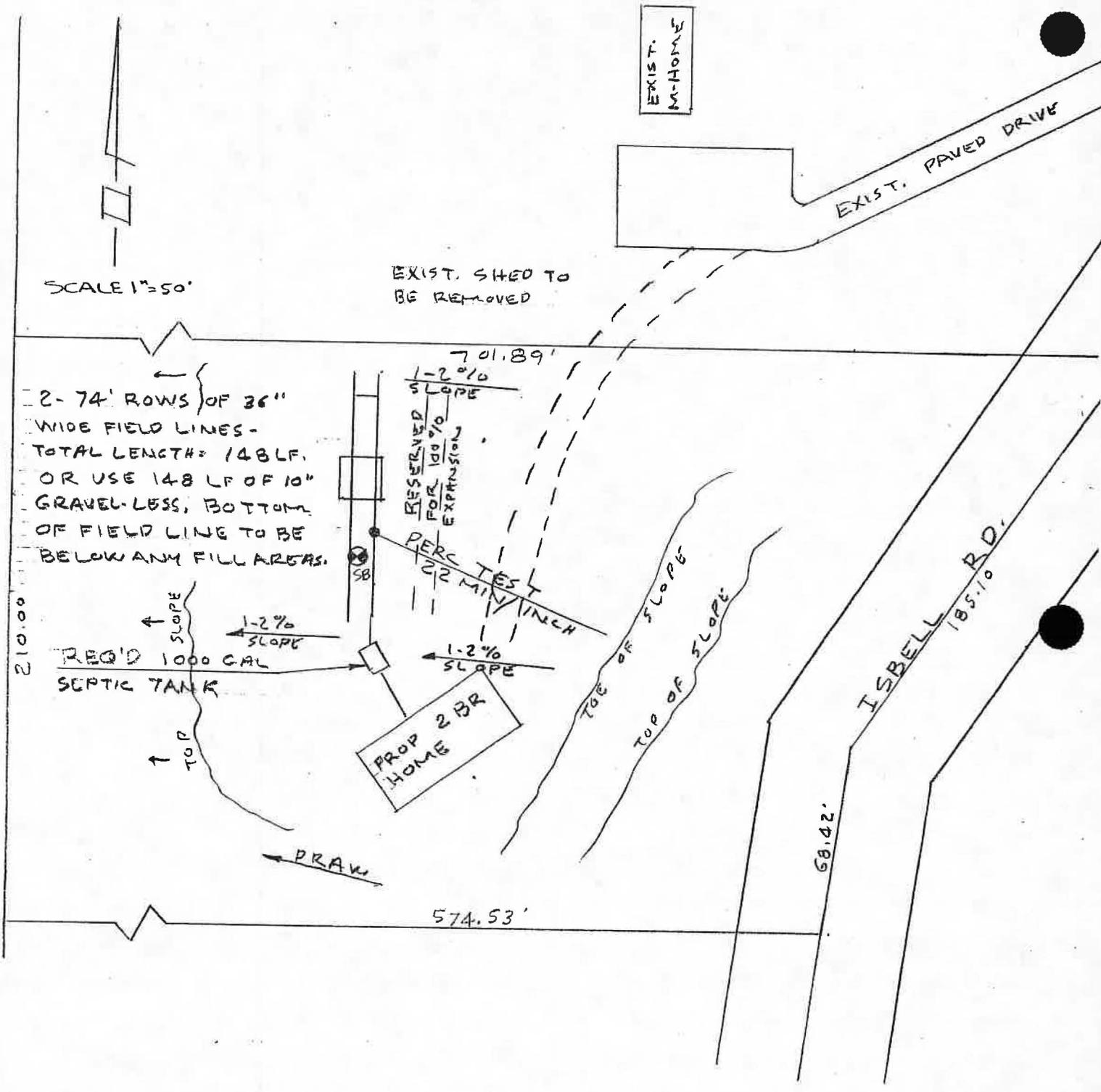
\_\_\_\_\_  
\_\_\_\_\_



BY COMMISSION EXPIRES 3/14/2005  
William Lee

OR  
NE 1/4  
Sec 18, T16S, R2E

2002 5374  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM



PERC TEST - PLOT PLAN  
SE 1/4 - NE 1/4 Sec 18, T16S, R2E  
ST. CLAIR CO., AL APRIL 8, 2002

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 30<sup>th</sup> day of MAY, 2000. 2002



By: Wayne Peterson  
Wana Louise Robertson  
\_\_\_\_\_  
\_\_\_\_\_

MY COMMISSION EXPIRES 3/14/2005  
William Lee

CLERK'S CERTIFICATE

I, Marelyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE # 60502  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON June 5, 02 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON 606, 02 2002.

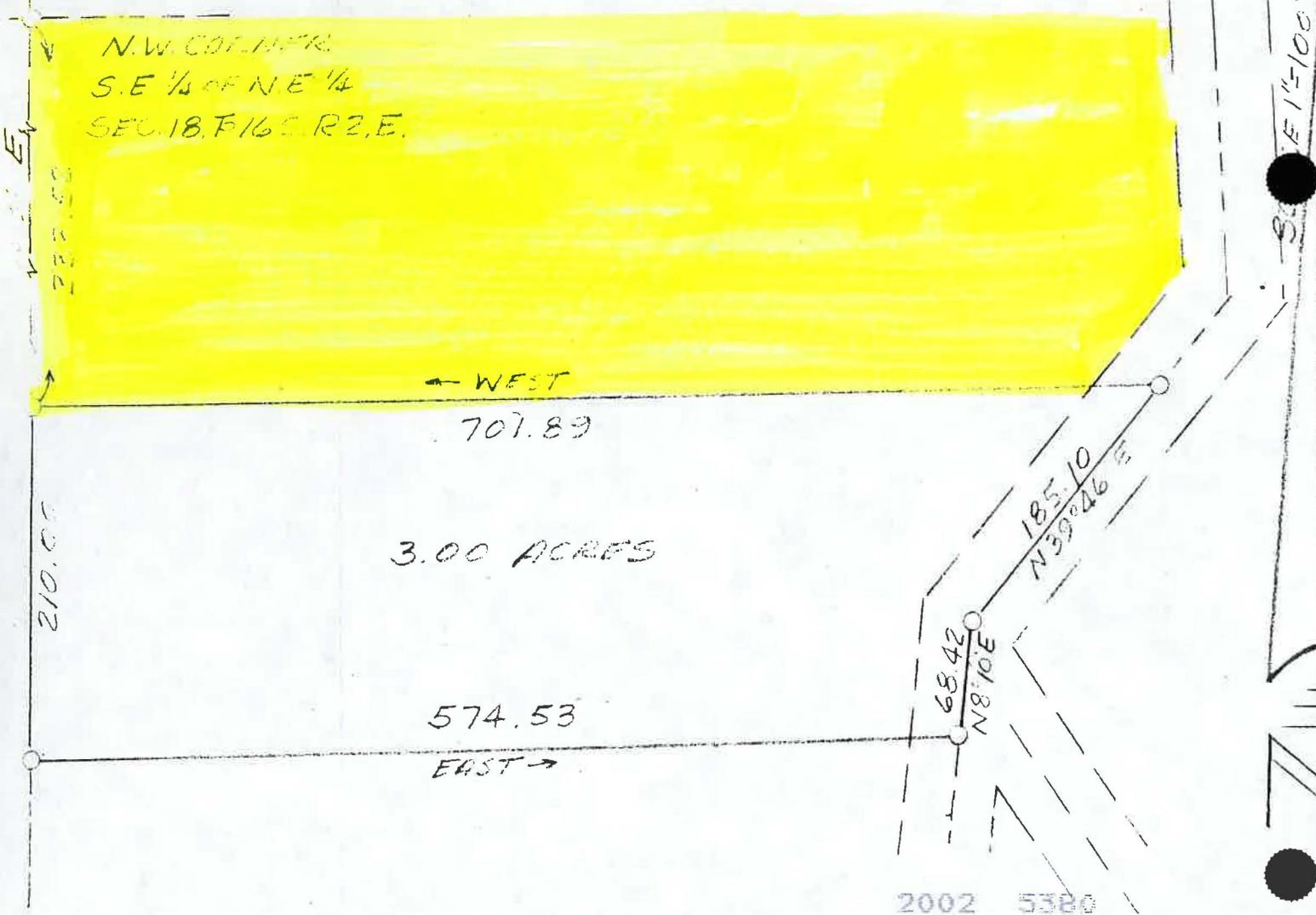
1. Lee's Country Store

Margaret Post Office

2. \_\_\_\_\_

3. Margaret Town Hall

N.W. CORNER  
 S.E. 1/4 OF N.E. 1/4  
 SEC. 18, T.16 S. R.2 E.



3.00 ACRES

2002 5380  
 Recorded in the Above  
 DEED Book & Page  
 07-17-2002 01:17:24 PM

STATE OF ALABAMA  
 COUNTY OF ...

J. F. W. Meach is a Registered Land Surveyor in the State of Alabama hereby certifies that the above plat is a true and correct Map or Plat of a part of the S. E. 1/4 of T. 16 S. of Section 18, Township 16, South Range 2, East, and being more particularly described as follows;

Commence at the S.W. Corner of the S.E. 1/4 of N.E. 1/4 of Section 18, Township 16, South Range 2, East. Hence S. 89°-12'-30" E. along the west line of said section 331.52 Ft. to the point of beginning of tract herein described thence S. 39°-46' E. along the center line of said tract 185.10 Ft. thence East 574.53 Ft. to the center line of a 60.00 Ft. easement. Hence S. 8°-10' E. along the center line of said easement, 68.42 Ft. Hence N. 39°-46' E. along the center line of said easement, 185.10 Ft. Hence West 701.89 Ft. to the point of beginning. Containing 3.00 Acres.

Accepted by my survey this 19th day of October 1998.

*J F W Meach*

J. F. W. MEACH - LAND SURVEYOR R.D. # 912  
 Rt 9 - 4 MI. STREET S. S. LEEDS ALA. 37094  
 Ph. 699 - 7098

RETURN TO

**WARRANTY DEED**  
( WITHOUT SURVIVORSHIP )

STATE OF ALABAMA,

County.

This form furnished by  
**ALABAMA TITLE COMPANY, INC.**

Agents for

**COMMONWEALTH LAND TITLE INSURANCE CO.**

615 No. 21st Street

Birmingham, Alabama 35203

Judge of Probate

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Form B 3013-1

RECORDED  
INDEXED  
OCT 20 PM 2:20  
111871

Deed Tax  
Mtg. Tax

File Fee

Recording Fee

Total

5.00  
10.50

State of Alabama }  
Jefferson COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry L. Shaddix and wife Doris V. Shaddix 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 6th day of January A. D., 1984

*Jerry L. Shaddix*  
Notary Public

State of }  
COUNTY

General Acknowledgment

2002 5378  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM

I, a Notary Public in and for said County, in said State, hereby certify that whose name signed to the foregoing conveyance, and who 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 day of A. D., 19

Notary Public

State of }  
COUNTY

Corporation Acknowledgment

I, a Notary Public in and for said County in said State, hereby certify that whose name as of 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this the day of 19

Notary Public

NAME

ADDRESS

Leeds, Alabam

2002 5377

Recorded in the Above

DEED Book & Page

07-17-2002 01:17:24 PM

WARRANTY DEED (Without Survivorship)

State of Alabama

St Clair

COUNTY

Know All Men By These Presents,

That in consideration of Fifty five hundred and other valuable considerations, DOLLARS

to the undersigned grantors Jerry L Shaddix and wife Doris V. Shaddix

in hand paid by Eddie Wayne Robertson

the receipt whereof is acknowledged we the said Jerry L Shaddix and wife Doris V. Shaddix

do grant, bargain, sell and convey unto the said Eddie Wayne Robertson

the following described real estate, situated in Pell City Division, St Clair County, Alabama,

to-wit:

A plat of a part of the S E 1/4 of N E 1/4 of Section 18, Township 16, South Range 2 East, and being more particularly described as follows: Commence at the N W corner of the S E 1/4 of N E 1/4 of Section 18, Township 16, South Range 2 East, thence South 0 deg 12 min 30 sec along the West line of said 1/4-1/4 Section 333.52 feet to the beginning of tract herein described; thence continue along the last named course 210.00 feet, thence East 574.53 feet to the center line of said 60 foot easement, thence North 8 deg 10 min East along the center line of said easement 68.42 feet, thence North 39 deg 46 min East along the center line of said easement 185.00 feet, thence West 701.89 feet to the point of beginning. Containing 3.00 acres.

TO HAVE AND TO HOLD, To the said Eddie Wayne Robertson

heirs and assigns forever.

And we do, for our and for our heirs, executors and administrators, covenant

with the said Eddie Wayne Robertson

heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances;

that we have a good right to sell and convey the same as aforesaid; that we will, and heirs, executors and administrators shall warrant and defend the same to the said Eddie Wayne Robertson heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hand and seal

this 6th day of January 1984

WITNESSES

Jerry L. Shaddix

Jerry L. Shaddix

Doris V. Shaddix

Doris V. Shaddix

2002 5382  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM  
Hall, J. C. - Probate Judge  
St. Clair

VOL 166 PAGE 317

SEND TAX NOTICE TO:

Thomas Row...

(Name) Wayne Robertson

(Address) 905 Isbell Rd.  
Odenville Al. 35120

This instrument was prepared by

(Name) T. H. Gamble

(Address) Leeds, Al 35094

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA

St Clair COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-three hundred dollars and 00/100 (\$9300.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
T. H. Gamble and wife Elizabeth W. Gamble

(herein referred to as grantors) do grant, bargain, sell and convey unto Eddie Wayne Robertson and wife Dana Louise Robertson

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in  
St Clair County, Alabama to-wit:

A part of the SE 1/4 of NE 1/4 of Section 18, Township 16 South Range 2 East, and being more particularly described as follows:

Begin at the N W Corner of the SE 1/4 of NE 1/4 of Section 18, Township 16, South Range 2 East, thence East along the North line of said 1/4-1/4 Section 805.99 feet to the center line of a 60.00 ft. Easement, thence South 42 deg 12 min West along the Center line of said easement 106.33 feet, thence South 4 deg 20 min East along said easement 196.74 feet, thence South 39 deg 46 min West along said easement 76.18 feet, thence West 701.89 feet to the West line of said 1/4-1/4 Section, thence North 0 deg 12 min 30 sec East along the West line of said 1/4-1/4 Section 333.52 feet to the point of beginning. Containing 5.71 Acres, according to the survey of F. W. Meade on the 15th day of November 1979, Reg Survey # 9124.

12966

Book/Pg: 2002/5371  
Term/Cashier: N RECDRO2 / SueP  
1723.31974.46889  
Recorded: 07-17-2002 13:21:10  
Deed Tax \$ 9.50  
Mfg. Tax \$ 2.00  
File Fee \$ 1.00  
Recording Fee \$ 2.50  
Total \$ 14.00  
TAX COLLECTED 1.00  
Special Index Fee 3.50  
REC Recording Fee 36.00  
Total Fees: \$ 43.50

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 8th

day of April, 1988

WITNESS:

(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_

(Seal) T. H. Gamble  
(Seal) \_\_\_\_\_  
(Seal) Elizabeth W. Gamble

STATE OF ALABAMA

St Clair COUNTY

VOL 166 PAGE 317

I, \_\_\_\_\_ the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. H. Gamble and wife Elizabeth W. Gamble 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 8th day of April, 1988 A.D. 19

Richard D. Johnson  
Notary Public.

1-900-990 LOAN

Thomas Robertson

VOL 166 PAGE 317

SEND TAX NOTICE TO:

(Name) Wayne Robertson  
(Address) 905 Isbell Rd.  
Odenville Al. 35120

This instrument was prepared by  
(Name) T. H. Gamble  
(Address) Leeds, Al 35094

FM No. ATC 27 Rev. 5/82  
WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA }  
St Clair COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-three hundred dollars and 00/100 (\$9300.00)----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
T. H. Gamble and wife Elizabeth W. Gamble

(herein referred to as grantors) do grant, bargain, sell and convey unto Eddie Wayne Robertson and wife Dana Louise Robertson

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in  
St Clair County, Alabama to-wit:

A part of the SE 1/4 of NE 1/4 of Section 18, Township 16 South Range 2 East, and being more particularly described as follows:

Begin at the N W Corner of the SE 1/4 of NE 1/4 of Section 18, Township 16, South Range 2 East, thence East along the North line of said 1/4-1/4 Section 805.99 feet to the center line of a 60.00 ft. Easement, thence South 42 deg 12 min West along the Center line of said easement 106.33 feet, thence South 4 deg 20 min East along said easement 196.74 feet, thence South 39 deg 46 min West along said easement 76.18 feet, thence West 701.89 feet to the West line of said 1/4-1/4 Section, thence North 0 deg 12 min 30 sec East along the West line of said 1/4-1/4 Section 333.52 feet to the point of beginning. Containing 5.71 Acres, according to the survey of F. W. Meade on the 15th day of November 1979, Reg Survey # 9124.

12966

Deed Tax \$ 9.50  
Mfg. Tax 2.00  
File Fee 2.50  
Recording Fee 14.00  
Total \$ 28.00

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 8th

day of April, 1988

WITNESS:  
(Seal) T. H. Gamble (Seal)  
(Seal) Elizabeth W. Gamble (Seal)  
STATE OF ALABAMA }  
St Clair COUNTY } VOL 166 PAGE 317

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. H. Gamble and wife Elizabeth W. Gamble 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 8th day of April 1988 A. D. 19

Richard D. Jackson Notary Public

2002 5381  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM

1-900-990 LOAN

CLERK OF DISTRICT COURT  
ST. CLAIR COUNTY, ALABAMA  
RECEIVED  
APR 26 AM 10:56  
U.C.C. FILE NUMBER OR  
REC'D BY & PAID AS SHOWN BY

Eddie Robertson  
**RETURN TO**

---

---

T. H. Gamble and wife

---

Elizabeth W. Gamble

---

**TO**

Eddie Wayne Robertson and wife

---

Dana Louise Robertson

---

---

**WARRANTY DEED**  
**JOINTLY FOR LIFE WITH REMAINDER**  
**TO SURVIVOR**

---

---

---

---

**THIS FORM FROM**  
**ALABAMA TITLE CO., INC.**  
**BIRMINGHAM, ALABAMA**

---

---

NAME T. H. Gable

ADDRESS Leeds, Alabam

2002 5377  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM

WARRANTY DEED (Without Survivorship)

State of Alabama

St Clair

COUNTY

Know All Men By These Presents,

That in consideration of Fifty five hundred and other valuable considerations DOLLARS

to the undersigned grantors Jerry L Shaddix and wife Doris V. Shaddix

in hand paid by Eddie Wayne Robertson

the receipt whereof is acknowledged we the said Jerry L Shaddix and wife Doris V. Shaddix

do grant, bargain, sell and convey unto the said Eddie Wayne Robertson

the following described real estate, situated in Pell City Division, St Clair County, Alabama,

to-wit:

A plat of a part of the S E 1/4 of N E 1/4 of Section 18, Township 16, South Range 2 East, and being more particularly described as follows: Commence at the NW corner of the S E 1/4 of N E 1/4 of Section 18, Township 16, South Range 2 East, thence South 0 deg 12 min 30 sec along the West line of said 1/4-1/4 Section 333.52 feet to the beginning of thraact herein described; thence continue along the last named course 210.00 feet, thence East 574.53 feet to the center line of said 60 foot easement, thence North 8 deg 10 min East along the center line of said easement 68.42 feet, thence North 39 deg 46 min East along the center line of said easement 185.00 feet, thence West 701.89 feet to the point of beginning. Containing 3.00 acres.

TO HAVE AND TO HOLD, To the said Eddie Wayne Robertson

heirs and assigns forever.

And we do, for our and for our heirs, executors and administrators, covenant with the said Eddie Wayne Robertson

heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances;

that we have a good right to sell and convey the same as aforesaid; that we will, and heirs, executors and administrators shall warrant and defend the same to the said Eddie Wayne Robertson heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hand and seal

this 6th day of January 1984

WITNESSES

Jerry L. Shaddix  
Jerry L. Shaddix

Doris V. Shaddix  
DORIS V. SHADDIX

(1)

SEND TAX NOTICE TO:

Thomas K...

(Name) Wayne Robertson

(Address) 905 Isbell Rd. Odenville Al. 35120

This instrument was prepared by

(Name) T. H. Gamble

(Address) Leeds, Al 35094

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA

St Clair COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-three hundred dollars and 00/100 (\$9300.00)----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, T. H. Gamble and wife Elizabeth W. Gamble

(herein referred to as grantors) do grant, bargain, sell and convey unto Eddie Wayne Robertson and wife Dana Louise Robertson

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

St Clair County, Alabama to-wit:

A part of the SE 1/4 of NE 1/4 of Section 18, Township 16 South Range 2 East, and being more particularly described as follows:

Begin at the N W Corner of the SE 1/4 of NE 1/4 of Section 18, Township 16, South Range 2 East, thence East along the North line of said 1/4-1/4 Section 805.99 feet to the center line of a 60.00 ft. Easement, thence South 42 deg 12 min West along the Center line of said easement 106.33 feet, thence South 4 deg 20 min East along said easement 196.74 feet, thence South 39 deg 46 min West along said easement 76.18 feet, thence West 701.89 feet to the West line of said 1/4-1/4 Section, thence North 0 deg 12 min 30 sec East along the West line of said 1/4-1/4 Section 333.52 feet to the point of beginning. Containing 5.71 Acres, according to the survey of F. W. Meade on the 15th day of November 1979, Reg Survey # 9124.

12966

Book/Pag: 2002/5371
Term/Cashier: N RECORD / SueP
1723.31974.4688P
Deed Tax \$ 9.50
Mfg. Tax
File Fee 2.00
Recording Fee 2.50
Total \$ 14.00
Certification Fee 3.00
TAX COLLECTED 1.00
Social Index Fee 3.50
REC Recording Fee 36.00
Total Fees: \$ 43.50

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 8th

day of April, 1988

WITNESS:

(Seal) T. H. Gamble

(Seal) T. H. Gamble

(Seal) Elizabeth W. Gamble

(Seal) Elizabeth W. Gamble

St Clair COUNTY VOL 166 PAGE 317

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. H. Gamble and wife Elizabeth W. Gamble 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 8th day of April 1988 A.D. 19

(Signature) Notary Public.

2002 5371
Recorded in the Above
DEED BOOK & PAGE
07-17-2002 01:17:24 PM

1-900-990 LOAN

1

SEND TAX NOTICE TO: *Thomas Robertson*

(Name) *Wayne Robertson*

(Address) *905 Isbell Rd.  
Odenville Al. 35120*

This instrument was prepared by

(Name) T. H. Gamble

(Address) Leeds, Al 35094

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA }  
St Clair COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-three hundred dollars and 00/100 (\$9300.00)----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
T. H. Gamble and wife Elizabeth W. Gamble

(herein referred to as grantors) do grant, bargain, sell and convey unto Eddie Wayne Robertson and wife Dana Louise Robertson

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

St Clair County, Alabama to-wit:

A part of the SE 1/4 of NE 1/4 of Section 18, Township 16 South Range 2 East, and being more particularly described as follows:

Begin at the N W Corner of the SE 1/4 of NE 1/4 of Section 18, Township 16, South Range 2 East, thence East along the North line of said 1/4-1/4 Section 805.99 feet to the center line of a 60.00 ft. Easement, thence South 42 deg 12 min West along the Center line of said easement 106.33 feet, thence South 4 deg 20 min East along said easement 196.74 feet, thence South 39 deg 46 min West along said easement 76.18 feet, thence West 701.89 feet to the West line of said 1/4-1/4 Section, thence North 0 deg 12 min 30 sec East along the West line of said 1/4-1/4 Section 333.52 feet to the point of beginning. Containing 5.71 Acres, according to the survey of F. W. Meade on the 15th day of November 1979, Reg Survey # 9124.

12966

Deed Tax \$ 9.50  
Mfg. Tax 2.00  
File Fee 2.50  
Recording Fee 2.50  
Total \$ 14.00

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 8th hand(s) and seal(s), this

day of April, 1988

WITNESS:

(Seal) \_\_\_\_\_

*T. H. Gamble* (Seal)  
T. H. Gamble (Seal)

(Seal) \_\_\_\_\_

*Elizabeth W. Gamble* (Seal)  
Elizabeth W. Gamble (Seal)

(Seal) \_\_\_\_\_

STATE OF ALABAMA }  
St Clair COUNTY }

VOL 166 PAGE 317

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that T. H. Gamble and wife Elizabeth W. Gamble

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 8th day of April, 1988 A. D. 19

*Richard D. Jackson*

2002 5381  
Recorded in the above  
DEED Book & Page  
07-17-2002 11:11 AM

1-900-990 LOAN

NAME T. H. Jamble

ADDRESS Leeds, Alabam

WARRANTY DEED (Without Survivorship)

2002 5377  
Recorded in the above  
DEED Book & Page  
07-17-2002 09:17:24 PM

State of Alabama

St Clair

COUNTY

Know All Men By These Presents,

That in consideration of Fifty five hundred and other valuable considerations DOLLARS

to the undersigned grantors Jerry L Shaddix and wife Doris V. Shaddix

in hand paid by Eddie Wayne Robertson

the receipt whereof is acknowledged we the said Jerry L Shaddix and wife Doris V. Shaddix

do grant, bargain, sell and convey unto the said Eddie Wayne Robertson

the following described real estate, situated in Pell City Division, St Clair County, Alabama,

to-wit:

A plat of a part of the S E 1/4 of N E 1/4 of Section 18, Township 16, South Range 2 East, and being more particularly described as follows: Commence at the N W corner of the S E 1/4 of N E 1/4 of Section 18, Township 16, South Range 2 East, thence South 0 deg 12 min 30 sec along the West line of said 1/4-1/4 Section 333.52 feet to the beginning of thtract herein described: thence continue along the last named course 210.00 feet, thence East 574.53 feet to the center line of said 60 foot easement, thence North 8 deg 10 min East along the center line of said easement 68.42 feet, thence North 39 deg 46 min East along the center line of said easement 185.00 feet, thence West 701.89 feet to the point of beginning. Containing 3.00 acres.

TO HAVE AND TO HOLD, To the said Eddie Wayne Robertson

heirs and assigns forever.

And we do, for our and for our heirs, executors and administrators, covenant with the said Eddie Wayne Robertson

heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances;

that we have a good right to sell and convey the same as aforesaid; that we will, and heirs, executors and administrators shall warrant and defend the same to the said Eddie Wayne Robertson heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hand and seal

this 6th day of January 1984

WITNESSES

Jerry L. Shaddix

Doris V. Shaddix

(1)

VOL 166 PAGE 317

SEND TAX NOTICE TO:

THOMAS FOM

(Name) Wayne Robertson

(Address) 905 Isbell Rd. Odenville Al. 35120

This instrument was prepared by

(Name) T. H. Gamble

(Address) Leeds, Al 35094

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA }  
St Clair COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-three hundred dollars and 00/100 (\$9300.00)----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
T. H. Gamble and wife Elizabeth W. Gamble

(herein referred to as grantors) do grant, bargain, sell and convey unto Eddie Wayne Robertson and wife Dana Louise Robertson

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

St Clair County, Alabama to-wit:

A part of the SE 1/4 of NE 1/4 of Section 18, Township 16 South Range 2 East, and being more particularly described as follows:

Begin at the N W Corner of the SE 1/4 of NE 1/4 of Section 18, Township 16, South Range 2 East, thence East along the North line of said 1/4-1/4 Section 805.99 feet to the center line of a 60.00 ft. Easement, thence South 42 deg 12 min West along the Center line of said easement 106.33 feet, thence South 4 deg 20 min East along said easement 196.74 feet, thence South 39 deg 46 min West along said easement 76.18 feet, thence West 701.89 feet to the West line of said 1/4-1/4 Section, thence North 0 deg 12 min 30 sec East along the West line of said 1/4-1/4 Section 333.52 feet to the point of beginning. Containing 5.71 Acres, according to the survey of F. W. Meade on the 15th day of November 1979, Reg Survey # 9124.

12966

Book/Pgs: 2002/5371  
Term/Cashier: N RECORD2 / SueP  
1723.31974.46889  
Recorded: 07-17-2002 13:31:10  
Deed Tax \$ 9.50  
Mfg. Tax \$ 2.00  
File Fee \$ 2.50  
Recording Fee \$ 14.00  
Total \$ 28.00  
TAX COLLECTED 1.00  
Special Index Fee 5.50  
REC Recording Fee 36.00  
Total Fees: \$ 48.50

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 8th

day of April, 1988

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(Seal)  
(Seal)

T. H. Gamble (Seal)  
Elizabeth W. Gamble (Seal)  
Elizabeth W. Gamble

STATE OF ALABAMA }  
St Clair COUNTY } VOL 166 PAGE 317

I, \_\_\_\_\_ the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. H. Gamble and wife Elizabeth W. Gamble 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 8th day of April, 1988 A. D. 19

Richard D. Johnson  
Notary Public.

2002 5371  
Recorded in the Above  
DEED Book & Page  
07-17-2002 01:17:24 PM  
1-900-990 LOAN

1

VOL 166 PAGE 317

SEND TAX NOTICE TO:

Thomas Robertson

(Name) Wayne Robertson

(Address) 905 Isbell Rd.  
Odenville Al. 35120

This instrument was prepared by

(Name) T. H. Gamble

(Address) Leeds, Al 35094

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA

St Clair COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-three hundred dollars and 00/100 (\$9300.00)----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
T. H. Gamble and wife Elizabeth W. Gamble

(herein referred to as grantors) do grant, bargain, sell and convey unto Eddie Wayne Robertson and wife Dana Louise Robertson

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

St Clair County, Alabama to-wit:

A part of the SE 1/4 of NE 1/4 of Section 18, Township 16 South Range 2 East, and being more particularly described as follows:

Begin at the N W Corner of the SE 1/4 of NE 1/4 of Section 18, Township 16, South Range 2 East, thence East along the North line of said 1/4-1/4 Section 805.99 feet to the center line of a 60.00 ft. Easement, thence South 42 deg 12 min West along the Center line of said easement 106.33 feet, thence South 4 deg 20 min East along said easement 196.74 feet, thence South 39 deg 46 min West along said easement 76.18 feet, thence West 701.89 feet to the West line of said 1/4-1/4 Section, thence North 0 deg 12 min 30 sec East along the West line of said 1/4-1/4 Section 333.52 feet to the point of beginning. Containing 5.71 Acres, according to the survey of F. W. Meade on the 15th day of November 1979, Reg Survey # 9124.

12966

Deed Tax \$ 9.50  
Mfg. Tax 2.00  
File Fee 2.50  
Recording Fee 14.00  
Total \$ 28.00

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 8th

day of April, 1988

WITNESS:

(Seal) T. H. Gamble (Seal)

(Seal) Elizabeth W. Gamble (Seal)

(Seal) Elizabeth W. Gamble (Seal)

STATE OF ALABAMA

St Clair COUNTY

VOL 166 PAGE 317

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. H. Gamble and wife Elizabeth W. Gamble 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 8th day of April 1988 A.D. 19

Richard D. Jackson Notary Public

1-900-990 LOAN

1988 APR 26 AM 10:56  
U.C.C. FILE NUMBER 06  
RECORD & MAIL AS ST. CLAIR

2002 5381  
Records in the Home  
DEED Book & Page  
07-17-2012 10:21 AM

ORDINANCE # 2403

WHEREAS, ON THE 4 day of February, 2003, all the property owners  
2415 Sanie Road Odenville, Al 35120

of the real property hereinafter described in Exhibit "A", which is attached hereto and  
incorporated herein by reference, did file with the Town Clerk, a petition or petitions asking  
that the said tracts or parcels of land be annexed to and become part of the Town of Margaret;  
and

WHEREAS, said petition or petitions did contain the signatures of all the owners of the  
described territory and a map of said property showing its relationship to the corporate limits of  
the Town of Margaret; and

WHEREAS, the governing body did determine that it is in the public interest that said  
property be annexed to the Town of Margaret and it did further determine that all legal  
requirements for annexing said real property have been met, pursuant to Sections 11-42-20  
through 11-42-24, Code of Alabama 1975;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
MARGARET, ALABAMA AS FOLLOWS:

SECTION 1. The council of the Town of Margaret, Alabama finds and declares as the legislative body of the Town  
that it is in the best interest of the citizens of the Town, and the citizens of the affected area, to bring the territory described in  
Section 2 of the Ordinance into the Town of Margaret.

SECTION 2. The boundary lines of the Town of Margaret Alabama, be, and the same are, hereby altered or  
rearranged so as it include all the territory heretofore encompassed by the corporate limits of the Town of Margaret, and in  
addition thereto the following described territory, to -wit: See Exhibit "A" attached hereto and make a part hereof

SECTION 3. That the property owners shall be responsible for the payment of all fire dues, assessments or other  
charges, if any, whether previously incurred, currently owned, or that may become due in the future.

SECTION 4. This Ordinance shall be published as provide by law and a certified copy of the petition of the property  
owners shall be filed with the Probate Judge of the County were located.

SECTION 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3 above.

ADOPTED THIS 4 DAY OF February 2003 .

TOWN OF MARGARET, ALABAMA

Jeffrey A. Wilson  
MAYOR

2003 1127  
Recorded in the Above  
DEED Book & Page  
02-10-2003 02:07:19 PM

ATTEST;

Marilyn Johnson  
CLERK

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 25 day of JAN., 2003.

By:

Kenneth L. Hawks  
Bugh Clay Tunnell

\_\_\_\_\_

\_\_\_\_\_

2003 1129  
 Recorded in the Above  
 DEED Book & Page  
 02-10-2003 02:07:19 PM  
 Wallace Wyatt Jr - Probate Judge  
 St. Clair County, Alabama  
 Book/Pa: 2003/1126  
 Term/Cashier: N RECORD2 / AnyD  
 Tran: 2002.40304.59287  
 Recorded: 02-10-2003 14:07:54  
 CER Certification Fee 1.00  
 PIF Special Index Fee 5.50  
 REC Recording Fee 12.00  
 Total Fees: \$ 18.50

20  
 20

This form furnished by: **Cohoba Title, Inc.**  
 Eastern Office (205) 833-1571  
 Western Office (205) 989-5600  
 FAX 833-1577 FAX 988-5606

This instrument was prepared by:  
 (Name) Charles L. Kerr, Attorney 298-07  
 (Address) 117 9th Street NE  
Leeds, AL 35094  
 Send Tax Notice to:  
 (Name) Kenneth & Virginia Hawkins  
 (Address) RE. 2, Box 88 D  
Trussville, AL 35173

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

STATE OF ALABAMA }  
 ST. CLAIR COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of --- Fifty Five Hundred --- DOLLARS  
 to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we  
Vernie T. Dorsett, a married man  
 (herein referred to as grantor) do grant, bargain, sell and convey unto  
Kenneth Hawkins and Virginia Hawkins  
 (herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of  
 them in fee simple, the following described real estate situated in St. Clair County,  
 Alabama to-wit:

From the NE corner of the SE 1/4 of the NW 1/4 of Section 7, Township 16 South, Range 2 East, run thence S 41 deg 44 min W along a tie line for a distance of 774.88 feet; thence N 52 deg 10 min W 66.25 feet to the point of beginning of the property herein described; thence N 52 deg 10 min W 36.55 feet to a point on the southerly boundary of the Sande Road; thence S 84 deg 46 min W along said boundary 250.79 feet to a point on the centerline of the Branch (original location); thence S 29 deg 21 min E along said Branch 101.75 feet; thence continue along the centerline of said Branch S 12 deg 42 min E 126.87 feet; thence continue along said Branch S 3 deg 54 min W 54.68 feet; thence S 57 deg 45 min E 295.51 feet; thence N 1 deg 36 min E 277.87 feet; thence N 52 deg 10 min W 59.0 feet; thence N 1 deg 03 min E 105.87 feet to the point of beginning; being a part of the W 1/2 of the SE 1/4 of the NW 1/4 of Section 7, Township 16 South, Range 2 East, St. Clair County, Alabama, and containing 2.02 acres, more or less, and being a part of that same property as shown in Deed Volume 98, Page 356, St. Clair County Probate Office, Ashville, Alabama; no part of which is any part of the homestead of grantor or of his spouse.  
 Bearings are referred to the Alabama East Zone Grid System.

(The entire consideration herefor has been paid from proceeds of mortgage enclosed simultaneously herewith.)

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever.  
 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 assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 19th day of April 1991 at ST. CLAIR COUNTY Alabama.

WITNESS	Mtg. Tax \$	MTG. TAX \$	
	Deed Tax	DEED TAX	50
	Indexing Fee	RECORDING FEE	200
	Certification	INDEXING FEE	250
	Recording Fee	CERT. FEE	100
	Additional Recording Fee	TOTAL	600
STATE OF ALABAMA	550		
ST. CLAIR COUNTY		General Acknowledgment	

I, the undersigned authority, Wallace Wyatt Jr, a Notary Public in and for said State, hereby certify that Vernie T. Dorsett, a married man whose name is signed to the foregoing conveyance, and who is on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the same date. Given under my hand and official seal this 19th day of April A.D. 1991.  
 My Commission Expires SEPTEMBER 1, 1993  
 My Commission Expires: \_\_\_\_\_  
 Notary Public

Vol 192 p. 306  
 1991 APR 29 PM 2:22  
 15.100

CLERK'S CERTIFICATE

I, Marilyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE # 2403  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON February 4 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON February 13 2003.

1. Town Hall

2. Lee's Co. Store

3. Margaret Post Office



U.S. Department of Justice

Civil Rights Division

JDR:MSR:ADM:par  
DJ 166-012-3  
2003-1793

Voting Section - NWB.  
950 Pennsylvania Avenue, N.W., Room 7254  
Washington, DC 20530

July 21, 2003

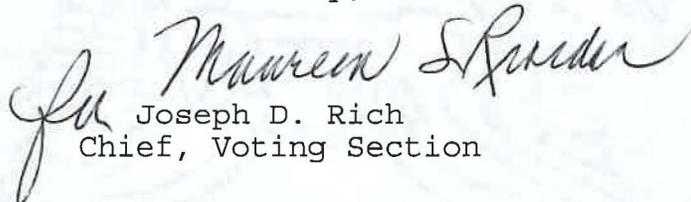
Ms. Marelyn Johnson  
Town Clerk  
125 School Street  
Margaret, Alabama 35112

Dear Ms. Johnson:

This refers to the annexation (Ordinance No. 2403 (2003)) and its designation to District 2 of the Town of Margaret in St. Clair County, Alabama, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. 1973c. We received your submission on May 27, 2003.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. See the Procedures for the Administration of Section 5 (28 C.F.R. 51.41).

Sincerely,

  
Joseph D. Rich  
Chief, Voting Section

RECEIVED  
7-25-03





AN ORDINANCE GRANTING A GAS FRANCHISE TO THE  
UTILITIES BOARD OF THE CITY OF TRUSSVILLE, IT SUCCESSORS  
AND ASSIGNS, IN THE TOWN OF MARGARET, ALABAMA

BE IT ORDAINED by the Town Council of the TOWN OF MARGARET, Alabama, as follows:

Section 1. The words "the Town" as used herein mean the TOWN OF MARGARET, in the State of Alabama as it is now constituted and as it may hereafter be extended or enlarged. The words "the Board" as used herein means the Utilities Board of the City of Trussville, a public corporation.

Section 2. In consideration of the benefits to accrue to the Town and the inhabitants thereof, the Board, its successors and assigns, is hereby given, granted and vested with the rights, authority, privileges and franchises hereinafter set forth.

Section 3. The Board is hereby given, granted and vested with the right, authority, easement, privilege, consent and franchise to acquire, construct, own, maintain, operate, extend and enlarge in the Town a gas plant and gas distribution system, or either of them, for the manufacture, transmission, distribution and sale of gas for all purposes whatsoever in the Town and to the inhabitants thereof and to the territory contiguous thereto, and the consent of the Town, acting through the Mayor and Town Council, who are the proper authorities of the Town, is hereby given to the Board to use the streets, avenues, alleys, ways, bridges and public places in said Town for any and all of the purposes referred to in the Ordinance.

Section 4. The Board is hereby granted and vested with the right, privilege, and franchise to construct, erect, lay, install, renew, repair, maintain, operate, use and extend at any time, without the formality of a permit and without paying any fee therefore, its mains, conduits, appliances, appurtenances, conductors and fixtures under, along and across any street, avenue, alley, bridge, viaducts, underpass or public place in the Town.

Section 5. The said mains, pipes, conduits, appliances, conductors and fixtures shall be so laid, set or constructed as not to unreasonably interfere with the proper use of the streets, alleys, avenues, ways, bridges, viaducts, underpasses, and public places in the Town and shall be maintained in reasonably good condition and repair, and to that end, the Board shall abide by all reasonable ordinances and resolutions that have been or may be adopted by the governing body of the Town.

Section 6. Whenever the Board shall cause any opening or alteration to be made in any

of the streets, avenues, alleys, ways, bridges, viaducts, underpasses or public places of the Town for the purpose of laying, setting, maintaining, operating or repairing any mains, pipes, conduits, appliances, conductors, appurtenances or fixtures, the work shall be completed within a reasonable time and the Board shall, upon completion of such work, restore such portion of the streets, avenues, alleys, ways, bridges, viaducts, underpasses, or public places to as good condition as it was before the opening or alteration was made.

Section 7. The Board shall hold the Town harmless from any and all liability or damages resulting from the negligence of the Board in the construction, maintenance or operation of said mains, pipes, conduits, appliances, conductors, appurtenances or fixtures.

Section 8. The Board shall have the power and authority to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its plants and systems, and shall have the right at all reasonable hours to have access to its gas pipes and meters of any consumer for the purpose of making repairs and other proper purposes.

Section 9. The rights, privileges, authority, consent and franchise hereby granted may be exercised by the Board or any successors or assigns of the Board, and may be assigned, mortgaged, or conveyed in trust by the Board as security for any bonds or other obligations hereafter issued by it, all subject nevertheless to the conditions and obligations herein contained.

Section 10. No privilege or license tax shall be levied upon the privilege or engaging in or carrying on the business of the Board within the Town that exceeds that now permitted by 11-51-129, ALA. CODE (1975), or any act amendatory thereof or supplementary thereto. Such privilege or license tax shall be in lieu of all other taxes of every kind and character that are now or may hereafter be imposed by the Town on the Board or its property, including without limiting the generality of the foregoing, ad valorem, excise, franchise, business, permit and other privilege or license taxes. The Town of Margaret shall receive 3% of gross receipts in the town limits of Margaret and 1.5% of gross receipts in the police jurisdiction.

Section 11. The duration of this franchise shall be for fifteen (15) years, and non exclusive.

Section 12. This Ordinance shall be published in accordance with the applicable provisions of 11-45-8, Ala. Code (1975). Such publication shall be done the Town Clerk of the Town, and thereafter the Town Clerk shall enter upon the minutes of the Town, immediately after the place where this Ordinance is recorded, a certificate setting forth that such Ordinance was published in accordance with the terms hereof and the laws of the state of Alabama. The expense of such publication shall be paid by the Board.

Section 13. Upon filing by the Board with the Clerk of the Town of written acceptance of this Ordinance, and the franchise granted hereby, this Ordinance shall constitute a contract between the Town and the Board and their respective successors and assigns.

Section 14. If any part, section or subdivision of this Ordinance shall be held in constitutional or otherwise invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

ADOPTED AND APPROVED THIS THE 1<sup>st</sup> DAY OF APRIL, 2003.

MAYOR *Joseph Wilson*

ATTEST:

*Marilyn Johnson*  
Town Clerk

ORDINANCE # 90203

CRIMINAL RECORDING OF PRIVATE COMMUNICATIONS

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET,  
ALABAMA, AS FOLLOWS:

Section 1. Recording shall be to record, amplify or transmit any part of a private communications with any other individual or individuals without the consent of all persons engaged in the communication.

Section 2. A person commits the crime of criminal recording of private communication. If an individual records a communication with any other individual or individuals including, but not limited to any elected or appointed official of the Town of Margaret, without the consent of all individuals in the communication.

Section 3. Any person, upon conviction of the above offense, shall be punished by a fine not exceeding \$500.00, or immediate dismissal if employee.

Section 4. A person does not commit a crime under this Ordinance if he/she was a peace officer engaged in the lawful performance of his/her duties or any person who relies in good faith of a lawful court order. The burden of injecting the issue of Section 4, of this Ordinance is on the defendant, but this does not shift the burden of proof..

Section 5. A person does not commit a crime under this Ordinance if the recording is of and during a public meeting as described in the Alabama "Sunshine Law".

Section 6. If an individual wants to record a Town of Margaret council meeting he/she must notify the Town Clerk prior to the meeting. Space is limited and accommodations will need to be made.

Section 7. The Town Clerk will notify council members when clerk is notified that council meeting will be recorded.

Section 8. If any section , clause or provisions of this Ordinance be declared unconstitutional or held invalid, it shall not affect any other section, clause or provision of this Ordinance,

This Ordinance shall become effective upon passage, approval and publication as required by law.

page 2

Adopted and approved this the 7th day of October 2003.

Jeffrey Wilson  
Mayor

Attest:

Marilyn Johnson  
town clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #10703  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON 10-07-03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON 10-9-03 2003.

1. Margaret Post Office

2. Margaet Town Hall

3. Lee's Country Store

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS;

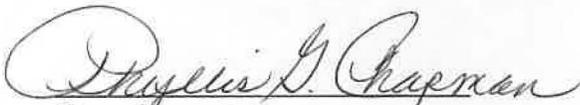
Section 1. That the Town of Margaret, Alabama as a zip code of 35112.

Section 2. All residents within the Town limits of the Town of Margaret, Alabama will use the Town of Margaret's zip code of 35112.

Section 3. If any section, clause or provision of this ordinance be declared unconstitutional or held invalid, it shall not affect any other section, clause or provision of this ordinance.

This ordinance shall become effective upon passage, approval and publication as required by the Code of Alabama.

ADOPTED AND APPROVED THIS THE 7<sup>th</sup> DAY OF October 2003.

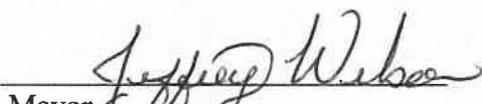
  
Council member

\_\_\_\_\_  
Council member

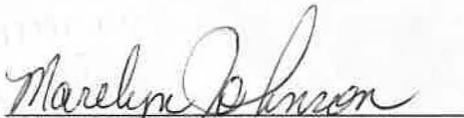
  
Council member

\_\_\_\_\_  
Council member

  
Council member

  
Mayor

Attest:

  
town clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #90203  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON 10-7-03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON 10-09-03 2003.

1. Margaet Post Office

2. Margaret Town Hall

3. Lee's Country Store

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO CABLE VISION SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE TOWN OF MARGARET, ALABAMA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

### FINDINGS

Following the review of Grantee's franchise proposal, and after receiving the comments of interested parties at a public hearing, the City Council makes the following findings:

- A. Grantee has the technical, legal and financial ability to fulfill the obligations of this Ordinance;
- B. Grantee's plans for constructing, maintaining and operating the Cable System meet or exceed the community's cable-related needs and interests, taking into account the costs; and
- C. Granting a franchise to Grantee under the terms and conditions of this Ordinance will serve the public interest.

### Section 1. Definitions.

- 1. Definitions. When used in this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory. The word "may" is discretionary.
  - a. "Basic Cable Service" means that tier of programming services that contains local broadcast television stations.
  - b. "Cable Service" means:
    - 1. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and
    - 2. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- c. "Cable System" means a facility located within the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service to multiple subscribers within the City.
- d. "City" means the Town of Margaret.
- e. "Council" means the governing body of City.
- f. "Facilities" shall mean any reception, processing, distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, and related facilities maintained by Grantee in the Public Ways.
- g. "FCC" means the Federal Communications Commission.
- h. "Franchise" shall mean the rights granted to Grantee under this Ordinance to construct and operate the Cable System and to provide Cable Services and other services as permitted by applicable law.
- i. "Grantee" means Cable Vision Services, Inc. and its permitted successors.
- j. "Gross Revenues" means all revenue derived from the operation of the Cable System to provide Cable Service in the City. The term Gross Revenues shall not include franchise fees, advertising revenues, late fees, any fees itemized and passed through as a result of franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- k. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- l. "Public Way" means existing or future surfaces of, and the spaces above and below, any public streets, highways, freeways, bridges, land paths, alleys, courts, boulevards, sidewalks, parkways, ways, lanes, drives, circles, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses.
- m. "Subscriber" means any Person who lawfully receives Cable Service.

## **Section 2. Grant of Authority.**

1. Grant of Nonexclusive Authority. City grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Public Ways, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and City may grant franchises to other Persons. Any additional franchises shall contain the same substantive terms and conditions as this Franchise.
2. Rules of Grantee. The Grantee shall have the authority to promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Ordinance.

## **Section 3. Franchise Term.**

The Franchise granted under this Ordinance commences upon approval by the City Council and acceptance by Grantee and shall continue for 15 years, unless renewed, revoked or terminated sooner. So long as Grantee remains in material compliance with the provisions of this Ordinance, Grantee, at its option, may extend the term for an additional 5 years by providing notice to City during the last 24 months of the initial term.

## **Section 4. Conditions of Street Occupancy.**

1. Location of Facilities. Grantee shall locate all Facilities so as to minimize interference with the use of the Public Ways and with the rights and reasonable convenience of adjacent property owners.
2. Construction Codes and Permits. Grantee shall obtain all necessary permits from City before commencing any construction, upgrade, repair, or extension of the Cable System, including the opening or disturbance of any Street.
3. Repair of Public Ways and Property. Grantee, at its expense, shall promptly restore any Street, public property, or private property damaged by Grantee during the construction, repair, maintenance or reconstruction of the Cable System.
4. Public Projects. After reasonable prior notice, Grantee, at its expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, or other public improvements by City. If public funds are available to any person using such Public Way for the purpose of defraying the cost of any public project, City shall apply for

such funds on behalf of Grantee; provided Grantee pays the application expense in advance.

5. Building Movement. Upon request of any Person holding a moving permit issued by City and after reasonable prior notice, Grantee shall temporarily move its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
6. Tree Trimming. Grantee may trim any trees in or overhanging the Public Ways, alleys, sidewalks, or public easements of City as necessary to protect Grantee's Facilities.
7. Undergrounding of Cable. In all areas of City where all other utility facilities are placed underground, Grantee shall construct and install its Facilities underground. In any area of City where one or more utilities' facilities are installed aerially, Grantee may construct and install its Facilities aerially.
8. Compliance with Construction Codes. Grantee shall install and maintain its Facilities in compliance with the applicable construction and safety codes in effect at the time of the installation of the applicable Facility.

#### **Section 5. Cable System Operations and Safety.**

1. Technical Standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
2. Test Reports and Regulatory Filings. Upon request by City, Grantee shall provide City with copies of: (i) reports of any FCC required test of the Cable System; and (ii) any filings with regulatory authorities related to the operation of the Cable System within the City.
3. Safety Requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.

#### **Section 6. System Construction.**

Grantee shall construct its Cable System to a minimum capacity of 60 analog or digital channels. The Cable System shall utilize a hybrid fiber-coaxial architecture designed with the capability to transmit return signals upstream. Grantee may construct, operate, and develop the Cable System to provide Cable Services and non-cable services such as cable modem services, telecommunications services, and other competitive services as permissible

under applicable state or federal law. Grantee may activate and offer such other services in response to consumer and business demand.

**Section 7. Service Obligations and System Extension.**

1. Service to Subscribers. Grantee shall provide Cable Services without discrimination to all Persons who request such services and who comply with Grantee's terms and conditions of service. Grantee is not obligated to extend service to residences beyond 150 feet from Grantee's then existing Facilities.
2. Extension of Cable System. Grantee shall extend its Facilities to areas of the City with an average 25 residences or greater per additional mile of cable. Grantee, at its reasonable discretion, may extend its Facilities to areas of the City with less than an average of 25 residences per additional mile of cable.

**Section 8. Service to Public Buildings and Schools.**

Grantee shall provide a service drop and Basic Cable Service to City Hall, police station, fire station, and public school passed by the Cable System.

**Section 9. Customer Service and Rates.**

1. Subscriber Inquiries. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a 24 hour-a-day, seven days-a-week basis. Grantee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.
2. Rates. Grantee shall provide the City and Subscribers with 30 days written notice of changes to Cable Services or rates.

**Section 10. Franchise Fee.**

Grantee shall pay to City an annual franchisee fee in an amount equal to three percent (3%) of Gross Revenues. For each year, Grantee shall deliver the payment to City semi-annually on or before July 15 of the current year and January 31 of the following year. Following reasonable prior notice, City may inspect Grantee's books, records, and reports to verify franchise fee calculations and payments.

## **Section 11. Insurance and Indemnification**

1. Insurance. During the term of the Franchise granted under this Ordinance, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
  - a. One Million Dollars (\$1,000,000) for personal injury or death of any one Person;
  - b. Three Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence;
  - c. One Million Dollars (\$1,000,000) for property damage to any one person; and
  - d. Three Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30 days' advance written notice to City.

2. Indemnification. During the term of the Franchise granted under this Ordinance, Grantee shall indemnify and hold harmless City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees), to the extent arising out of or connected with the negligent construction, installation, operation, maintenance of the Cable System.

## **Section 12. Transfer of Franchise.**

Grantee shall not transfer or assign its rights granted under this Ordinance without obtaining the prior consent of City. City shall not unreasonably withhold or delay such consent. Consent of City shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise, the Cable System, or any Facilities for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise, the Cable System, or any Facilities to an entity controlling, controlled by, or under common control with Grantee.

## **Section 13. Franchise Extension and Renewal.**

1. Extension. Beyond the term provided in Section 3, City and Grantee may extend by mutual agreement the term of the Franchise granted under this Ordinance, and the existing terms and conditions of this Ordinance shall govern the extended term.

2. Renewal. Any renewal of the Grantee's Franchise shall be done in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

#### **Section 14. Other Franchises.**

The franchise granted under this Ordinance is non-exclusive. Grantee acknowledges the City's right to grant one or more competing franchises. To avoid unfair competition due to disparate franchise obligations, if the City grants another franchise whose terms are more favorable or less burdensome than Grantee's under this Ordinance, the City shall modify the terms of this Ordinance to incorporate or eliminate (as the case may be) such more favorable or less burdensome terms.

#### **Section 15. Noncompliance - Penalties and Revocation.**

In case of material noncompliance with any provision of this Ordinance, City may terminate the Franchise granted under this Ordinance in accordance with the procedures in this section.

1. Notice of complaint. City shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.
2. Opportunity to cure. Grantee shall have 60 days from receipt of written notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the 60-day period, the City shall provide Grantee with written notice withdrawing the complaint.
3. Public hearing. If Grantee fails to cure the alleged noncompliance within the 60-day cure period, or if Grantee provides City with written notice disputing the complaint, and the parties fail to otherwise resolve the matter, the City shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to City Council all evidence relevant to Grantee's defense. At the conclusion of the public hearing, the City Council may dismiss the complaint, defer action, order that corrective action be taken within a period of time reasonably specified by the City Council.
4. Termination. If, after ordering corrective action by Grantee, Grantee fails to cure the non-compliance within the specified time, the City Council may, after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Grantee. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Ordinance while the case is pending.

Passed and adopted this 7th day of October, 2003.

Town of Margaret, Alabama

By: *Jessie Wilson*  
Its: *J. Wilson*

franchise ordinance 071603.doc

CLERK'S CERTIFICATE

I, Marelyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #10703B  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON 10-07-03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON 10-09-03 2003.

1. Margaret Post Office

2. Margaret Town Hall

3. Lee's Country Store

CLERK'S CERTIFICATE

I, Marelys Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE # 40103  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON April 1, 03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON April 10, 2003.

1. St Clair News Aegis

2. \_\_\_\_\_

3. \_\_\_\_\_

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO CABLE VISION SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE TOWN OF MARGARET, ALABAMA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

### FINDINGS

Following the review of Grantee's franchise proposal, and after receiving the comments of interested parties at a public hearing, the City Council makes the following findings:

- A. Grantee has the technical, legal and financial ability to fulfill the obligations of this Ordinance;
- B. Grantee's plans for constructing, maintaining and operating the Cable System meet or exceed the community's cable-related needs and interests, taking into account the costs; and
- C. Granting a franchise to Grantee under the terms and conditions of this Ordinance will serve the public interest.

### Section 1. Definitions.

- 1. Definitions. When used in this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory. The word "may" is discretionary.
  - a. "Basic Cable Service" means that tier of programming services that contains local broadcast television stations.
  - b. "Cable Service" means:
    - 1. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and
    - 2. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

5. Force Majeure. Grantee's failure to comply with any provision of this Ordinance shall not constitute noncompliance when such failure is due to circumstances beyond Grantee's control, including, without limitation, acts of God, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
6. Removal of Facilities. Upon expiration or termination of the Franchise, Grantee has the right to remove its Facilities within a reasonable time, after such expiration or termination.

**Section 16. Notices.**

Notices under this Ordinance shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To City:                    ~~Town of Margaret~~  
                                  ~~P O Box 309~~  
                                  ~~125 School Street~~  
                                  ~~Margaet, Al 35112~~  
                                  Attn: ~~MarelynJohnson~~

To Grantee:                Cable Vision Services, Inc.  
                                  1701 Cogswell Avenue  
                                  Pell City, AL 35125  
                                  Attn: Jeff Smith

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

**Section 17. Effective Date and Acceptance**

This Ordinance shall become effective upon publication of any required notice and after Grantee files a letter of acceptance with the City Clerk.

Passed and adopted this 7th day of October, 2003.

Town of Margaret, Alabama

By: Jeffrey Wilson

Its: Mayor

franchise ordinance 071603.doc

ORDINANCE # 10703-8

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET,  
ALABAMA, AS FOLLOWS

Section 1. Before temporary power will be permitted on any job site located in the town limits or police jurisdiction of the Town of Margaret any primary contractor/builder/property owner who applies to Alabama Power Company for temporary power shall be required to come to the Margaret Town Hall for the purpose of obtaining documents for the submission of information required by the Town,

Section 2. The primary contractor/builder/property owner shall give written authorization for the Town of Margaret to obtain copies of all invoices or receipts from the supplier or suppliers of the building materials provided to any project. Upon receipt of said authorization, the Town Clerks' office will then authorize Alabama Power Company to provide temporary power.

Section 3. No less than five (5) days before permanent electrical power is needed the primary contractor//builder/property owner for such job site in the Margaret Town limits or police jurisdiction shall be responsible for presenting to the Margaret Town Clerk the names,, addresses and phone numbers of all subcontractors and suppliers who worked or supplied materials on said job site.

Section 4. On the failure of the primary contractor/builder/property owner provide the information required by this Ordinance NO electric meter shall be released, until all such subcontractors and suppliers names, addresses, and phone numbers are turned in and verified to be correct by the Margaret Town Clerk.

Section 5. Any contractor/builder/property owners who fails to provide the information, as required by this Ordinance prior to receiving permanent power will be guilty of a criminal offense against the said Town of Margaret and upon conviction shall be fined not less than \$50.00 and not more than \$500.00 dollars..

Section 6. Each day said contractor/builder/property owner fails to comply with this Ordinance after permanent power has been received, shall constitute a new and separate offense. Any and all legal fees required in collections provided by the Ordinance shall be the responsibility of the defendant.

Section 7. If any part, section or subdivision of the Ordinance shall be held unconstitutional or invalid for any reason shall not be construed to invalidate or impair the remainder of the Ordinance which shall continue in full force and effect notwithstanding such holding.

Section 8. This Ordinance shall become effective upon approval and publication as provide by the Code of Alabama.

ADOPTED AND APPROVED THIS THE 7<sup>th</sup> DAY OF October 2003.

Jeffrey Wilson  
MAYOR

attest:

Marelyn Johnson  
town clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #10703  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON 10-07-03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON 10-9-03 2003.

1. Margaret Post Office

2. Margaet Town Hall

3. Lee's Country Store

AMENDED DATE: \_\_\_\_\_

SEE ORD. NO.: \_\_\_\_\_

ORDINANCE NO. 20102

Ordinance No. 20102 Section 1 to adapt a license schedule for the Town of Margaret, Alabama, and its police jurisdiction for the year 2002 and for each succeeding year thereafter until modified or replaced: and to provide for the enforcement and collection thereof:

Be It Ordained by the Town Council of the Town of Margaret, Alabama That Ordinance No. 20102, Section 1 be as follows:

Section 1

License schedule, to raise funds for general municipal purposes and to defray costs of exercise of Police powers, the following is hereby declared to be the schedule of license for the calendar year 2002 and each succeeding year thereafter except modified, amended or repealed, for divers, businesses, vocations, occupations, acts, and professionals, engaged in or carried on in the Town of Margaret, Alabama and the Police Jurisdiction thereof, and each and every person, firm, company, or corporation engaging in any business vocation, occupation, profession or performing any act enumerated herein shall pay the license fee as provided, plus a five dollar (\$5.00) issuance fee.

A. Services & Selling at Retail/Also Miscellaneous

1. Antiques	\$ 50.00
2. Auctioneers: Per day	25.00
Per year	60.00
3. Automobiles, Trucks or Tractors (dealers or agents in new or used)	90.00
4. Auto Parts, New and Used, Retail/Wholesale	50.00
5. Bakery Products	40.00
6. Barber Shop, First Chair	40.00
Each additional chair	10.00
7. Beauty Shop, First Chair	40.00
Each additional chair	10.00
8. Bail Bonds	50.00
9. Beer License:	
On premises	85.00
Off Premises	85.00
10. Books or Periodicals:	
Per Day	20.00
Per Year	60.00
11. Boot or Shoe Shop	40.00
12. Building Material (Delivery & Sales)	50.00
13. Cabinet Shops	50.00
14. Cable Television	100.00
15. Coffee, Spices, related items	35.00

16. Cleaning Service (Cleaning automobiles, houses, office building)	50.00
17. Cleaning/Laundry	50.00
18. Cleaners Dry/Laundromat	50.00
19. Clothing Sales	60.00
20. Coin Operated Game Machine (each)	15.00
21. Collector of Bills and Rent (Houses and Trailers) 1 <sup>st</sup> Ten Units	45.00
11-20 Units	10.00
There is a cap of \$100.00	
22. Computer Service (Sales , Service, Software)	50.00
23. Contractors (Plumbers/Gasfitters; Concrete & Foundation; Electricians; Heating/Air; Landscaping/Excavating; Paving; Sandblasting; Signs; Roofing; Siding; Gutters; Insulation; Additions; Repairs; Interior and Exterior.)	60.00
24. Cosmetics	30.00
25. Crafts (Woodworking, materials, notions, ceramics)	40.00
26. Entertainment	
A. Dance Floor	55.00
B. Professional Dancers up to 5	150.00
C. Bands	150.00
D. Singers	50.00
27. Exterminator	50.00
28. Fire Works: (After State Approval)	60.00
29. Florist or Nursery	45.00
30. Frozen Food Products	60.00
31. Fruit or Produce Stand	30.00
32. Funeral Parlors	50.00
33. Furniture, New or Used	40.00
34. Furniture Renovations	35.00
35. Garage Auto Repair	
First Mechanic	40.00
Each Additional Mechanic	15.00
36. Garage/Body Shop	50.00
37. Garbage Pick-Up	100.00
38. General Merchandise Store/Convenience/Grocery	135.00
39. Hardware Store (Plumbing, Electrical supplies, auto accessories and related items)	110.00
40. House Movers	50.00

Section 1. Person or firm must make application in writing to the council specifying the place where he intends to carry on such business.

Section 2. Applicant must give Fire Department and or Police Department permission to inspect and search the premises of said business at all times.

Section 3. Applicant must submit with application a program showing how he will maintain control of rodents and insects.

Section 4. Applicant must submit with application a plan for collecting and disposing of any and all fluids that are hazardous to the environment. They must be collected and disposed of according to standards set by the EPA and ADEM. The following being a list of some substances but may not include all those required by the EPA or ADEM.

Anti-Freeze	Diesel Fuel	Paint
Transmission Fluid	Fuel Oil	Rust Remover
Battery	Kerosene	Polishes
(or acid from)	Gasoline	Waxes
Motor Oils	Brake Fluid	

Section 5. Applicant must provide a fence at least seven feet in height to secure the area so that no person or persons may freely enter the area or come in contact with potentially dangerous situation or hazardous substances.

Section 6. Applicant must be made aware of possible controls being put on him by the EPA or ADEM which is beyond the control of the council. If applicant is not the land owner, that person must also be aware of the same. Certified letter or signed statement will be the sole proof of notification.

Section 7. Applicant holds free from Liability, the Town of Margaret under the possible clean-up of any hazardous waste spills. Liability lying solely on the applicant/land owner.

Section 8. This license may be revoked in the event that the applicant or any of his servants, agents or

employees are or have been convicted of the offenses of buying, receiving or concealing stolen property.

42. Jewelry, Watch Repair, Etc.	45.00
43. Liquor Sales	
Off Premises	200.00
On Premises	200.00
44. Manufacturing and/or Processing Plants	
With up to 10 employees	100.00
10 to 20 employees	150.00
20 to 50 employees	200.00
Over 50 employees	350.00
45. Mobile Home Delivery/Set-Up	60.00
46. Newspapers	35.00
(Sale, delivery where published outside town)	
47. Nursery or Daycare	40.00
48. Photographers	35.00
49. Picture Framing	45.00
50. Pool Tables	
First Table	85.00
Each Additional Table	25.00
51. Real Estate Agency	50.00
(Whether operating from office in town or outside town limits.)	
52. Repair Shop	35.00
(Small motors, electrical equipment)	
53. Restaurants	
Full Meals	60.00
Sandwiched/ Snacks	30.00
54. Salvage Yard/ See Junk Yard	
55. Sawmill or Planing Mill	35.00
56. Security Service/Alarms	60.00
57. Service Station	
A. First Pump	50.00
B. Each Additional Pump	5.00
C. Sales Other Than Gasoline	10.00
58. Sundries	35.00
59. Surveyors of Land	50.00
60. Tobacco and Candy	45.00
61. Trailer Parks - Per Space	10.00
62. Upholstery	45.00
63. Video Rental	60.00
64. Warehouse Storage ( Mini, etc.)	60.00
65. Wine License	
Off Premises	110.00
On Premises	110.00
66. Wrecker Service	60.00

such person, firm, or corporation in the police jurisdiction of the Town of Margaret for the preceding year from the sale of water in pipes sold or distributed shall be paid.

D. Financial:

1. Insurance Companies:

- A. License for selling Fire, Marine, Tornado or Theft insurance within the town limits, 4% gross premiums collected within the preceding year, PLUS \$10.00 flat rate. ISSUANCE FEE, \$ 5.00.
- B. License for selling Life Insurance or Surety Bonds within the town limits, 1% of gross premiums collected during the preceding year. ISSUANCE FEE, \$ 5.00.
- C. License for selling Health, Accident or Sickness insurance within the town limits, 1% of gross premiums collected during the preceding year. ISSUANCE FEE, \$ 5.00.
- D. License for selling Automobile insurance of any type within town limits, 4% of gross premium collected during preceding year. ISSUANCE FEE, \$ 5.00.

Section II

Anyone doing business in the police jurisdiction shall pay ½ regular license.

Section III

No license issued under above schedule can be transferred.

Section IV

This ordinance shall go into effect on February 1, 2002 and shall remain in effect from year to year thereafter until repealed or amended. The above schedule of license shall be for the calendar year except for business commencing after July 1, who shall pay ½ the fee provided herein.

Section V

All licenses provided herein shall be due on the first day of January and must be paid on or before midnight January 31. After that date a ten percent (10%) penalty will be charged. Upon payment of such license the Town Clerk shall issue a license which shall set forth the name of the person, firm or corporation, the business, occupation, or profession engaged in or carried on and the amount paid thereafter, as well as the time for which such license shall run, of the person, corporation or firm securing the

license.

SECTION VI

Any person, firm or corporation engaged in any business, trade or occupation, or does any act for which a license is required, who has not obtained said license, shall be guilty of a Misdemeanor and upon conviction, shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) and/or may be imprisoned for not more than six months.

SECTION VII

Any person, firm, or corporation dealing in two or more of the articles or engaging in two or more of the businesses, vocations, or professions numbered in Section I of this ordinance and for which a license is required, shall pay for and take out a license for each line of business or vocation. Each license shall be posted in a conspicuous place, where such business or occupation is carried on, and the holder of such license shall immediately show such license to the license inspector or collector of the Town upon being requested by such Inspector, Deputy or Officer of the law to do so.

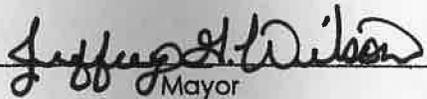
Section VIII

No provision of this ordinance shall be so construed as to tax Interstate Commerce of the United States or Government business.

Section IX

Any ordinance heretofore adopted by the Town Council of the Town of Margaret, Alabama which is in conflict with this ordinance is hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS THE 1<sup>ST</sup> DAY OF FEBRUARY, 2002.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk

CLERK'S CERTIFICATE

I, Marelyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 120102 was adopted by the Mayor and Town Council on December 5, 2001 and that a copy of same was posted at the following three (3) places in Town on Feb 1, 2002.

Town Hall

Margaret Post Office

Lee' Country Store

ADMENDENT ORDINANCE #20102

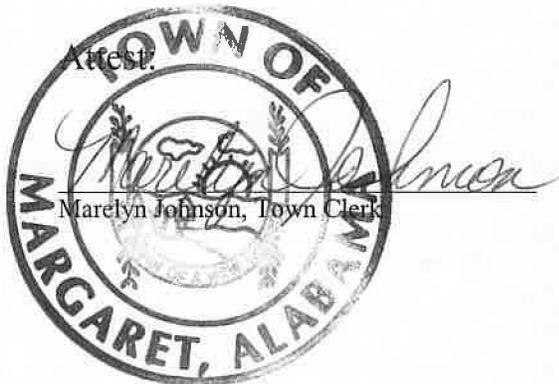
Section B.

Taking orders for and/or delivery of merchandise to retail stores, persons, or other business in Town.

1. Auto Parts	\$ 45.00
2. Beer Wholesale Distributor	150.00
3. Bread, cookies, crackers, cakes, Pies and related items	45.00
4. Candy and Tobacco	50.00
5. Dairy Products	50.00
6. Fertilizer	40.00
7. Flour & Feed Products	50.00
8. Frozen Foods, Ice cream Seafood, Etc.	70.00
9. Gas Butane	110.00
10. Groceries, Wholesale	70.00
11. Soft Drinks	60.00
12. Wine, Wholesale Distributor	150.00
13. Water Meters, related items	60.00
14. Snack Foods, Chips Etc.	55.00
15. if not listed	40.00

Adopted and approved this the 6<sup>th</sup> day of October 2005.

Jeffrey Wilson  
Jeffrey Wilson, Mayor





# TOWN OF MARGARET

P. O. Box 309  
Margaret, Alabama 35112  
(205) 629-5742 fax:(205) 629-5501  
DAWN OF A NEW HORIZON



**Jeffrey Wilson**  
Mayor

**Marelyn Johnson**  
Town Clerk

**Council Members**  
Tim Barrett  
Phyllis Chapman  
Charles Hicks  
Daryl McIntyre  
Jeffrey Venable

## Clerk's Certificate

I, Marelyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 2010 2 was adopted by the Mayor and Town Council on October 27<sup>th</sup> and that a copy of same was posted at the following three (3) places in the Town of Margaret on October 27<sup>th</sup> .2005.

Lees' Co Store

Margaret Town Hall



ADMENDENT ORDILANCE # 20102

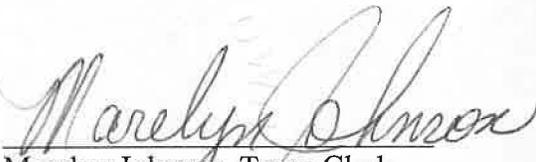
A. Services & Selling Retail/Also Miscellaneous

23. Contractors.....100.00

ADOPTED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005.

  
\_\_\_\_\_  
Jeffrey Wilson, Mayor

Attest:

  
\_\_\_\_\_  
Marelyn Johnson, Town Clerk

ORDINANCE # 20102  
Amendment

Section 20102 Said business will have a privacy and secure fence.

ADOPTED AND APPROVED THIS THE 6th DAY OF  
May, 2003.

Charles Hicker  
council member

Jeff Venable  
council member

Stephanie Chapman  
council member

\_\_\_\_\_  
council member

David D. McHugh  
council member

Jeffrey Wilson  
mayor

CLERK'S CERTIFICATE

I, Marelyn Johnson CLERK FOR THE TOWN OF MARGARET,  
ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING ORDINANCE #20102  
WAS ADOPTED BY THE MAYOR AND TOWN COUNCIL ON 5-06-03 AND  
THAT A COPY OF SAME WAS POSTED AT THE FOLLOWING THREE (3) PLACES IN  
THE TOWN OF MARGARET ON 7-09-03 2003.

1. Town Hall
  
2. Lee's Country Store
  
3. Margaret Post Office

B. Taking orders for and/or delivery of merchandise to retail stores, persons, or other businesses in Town.

1. Auto Parts & Accessories	35.00
2. Beer Wholesale Distributor	150.00
3. Bread, cookies, crackers, cakes, pies and related items	35.00
4. Candy and Tobacco	40.00
5. Dairy Products	40.00
6. Fertilizer	30.00
7. Flour & Feed Products	40.00
8. Frozen Foods, Ice Cream, Seafood, Etc.	60.00
9. Gas, Butane & Propane	100.00
10. Groceries, Wholesale	60.00
11. Soft Drinks	50.00
12. Wine, Wholesale Distributor	150.00
13. Water Meters, related Items	50.00
14. Snack Food, Chips, Etc.	45.00
15. If Not Listed	30.00

C. Utilities

1. Electric power or energy, 3% of gross income derived from said business done within the Town Limits during the preceding year and 1 ½% in the Police Jurisdiction.
2. Natural Gas, 3% of gross income derived from business done within the Town Limits during the preceding year and 1 ½% in the Police Jurisdiction.
3. Telephone  
Long distance exchange
4. Television cable service 4% gross income derived from business done within the Town Limits during preceding year, and 2% in the Police Jurisdiction.
5. Utility - Water: Each person, firm, or corporation in the business of selling/distributing water in pipes or otherwise an amount equal to three percent (3%) of the gross receipts of the business transacted by such person, Firm, or corporation in the Town of Margaret for the preceding calendar year from the sale of water in pipes sold or distributed from any point or points in the Town of Margaret by such person, firm, or corporation for any purpose whatsoever. An amount equal to one and one-half (1 ½%) of the gross receipts of the business transacted by

100.00
25.00

## CLERK'S CERTIFICATE

I, Marelyn Johnson Clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 20102 was adopted by the Mayor and Town Council on 6-21-05 and that a copy of same was posted at the following three (3) places in Town on JUNE 28, 2005.

Margaret Town Hall

Margaret Post Office

Lee's Country Store

B. Taking orders for and/or delivery of merchandise to retail stores, persons, or other businesses in Town.

1. Auto Parts & Accessories	35.00
2. Beer Wholesale Distributor	150.00
3. Bread, cookies, crackers, cakes, pies and related items	35.00
4. Candy and Tobacco	40.00
5. Dairy Products	40.00
6. Fertilizer	30.00
7. Flour & Feed Products	40.00
8. Frozen Foods, Ice Cream, Seafood, Etc.	60.00
9. Gas, Butane & Propane	100.00
10. Groceries, Wholesale	60.00
11. Soft Drinks	50.00
12. Wine, Wholesale Distributor	150.00
13. Water Meters, related Items	50.00
14. Snack Food, Chips, Etc.	45.00
15. If Not Listed	30.00

C. Utilities

1. Electric power or energy, 3% of gross income derived from said business done within the Town Limits during the preceding year and 1 ½% in the Police Jurisdiction.
2. Natural Gas, 3% of gross income derived from business done within the Town Limits during the preceding year and 1 ½% in the Police Jurisdiction.
3. Telephone 100.00  
    Long distance exchange 25.00
4. Television cable service 4% gross income derived from business done within the Town Limits during preceding year, and 2% in the Police Jurisdiction.
5. Utility - Water: Each person, firm, or corporation in the business of selling/distributing water in pipes or otherwise an amount equal to three percent (3%) of the gross receipts of the business transacted by such person, Firm, or corporation in the Town of Margaret for the preceding calendar year from the sale of water in pipes sold or distributed from any point or points in the Town of Margaret by such person, firm, or corporation for any purpose whatsoever. An amount equal to one and one-half (1 ½%) of the gross receipts of the business transacted by

FIRE DEPARTMENT OPERATIONS AND FIRE PREVENTION CODE

BE IT ORDAINED by the Town Council of the Town of Margaret, Alabama, as follows:

1. THAT THE FIRE DEPARTMENT OPERATIONS AND FIRE PREVENTION CODE IS ADOPTED AS FOLLOWS:

To set forth rules and regulations, improve public safety, the control of fire hazards, regulating the use of structures, premises and open areas in the Town of Margaret and Police Jurisdiction and any other areas, providing for the abatement of fire hazards; setting forth standards for compliance; providing penalties for the violation thereof; and repealing all ordinances or parts of ordinances in conflict therewith.

SECTION 1. STARTING FIRES PROHIBITED

(A) It shall be unlawful and be a crime against the Town of Margaret, Alabama under this ordinance, for any person, firm, corporation or association within the Town of Margaret, Alabama, or within the police jurisdiction thereof, to willfully ignite, set, or in any way start a fire either on his premises or on those of another, unless the Margaret Fire Department has granted express permission and/or a permit for starting of the fire. The burden is on the person, firm corporation, or association to give actual notice to the Margaret Fire Department of intention to start a fire and request such permission and/or permit.

(B) This shall not be construed to prohibit the starting of a fire in a building in a place designated for a fire to be kept and controlled, such as a fireplace, heater, or stove.

(C) This shall not be construed to prohibit the burning of trash and flammable material in an incinerator, metal container, or other container or enclosure designed to control and prevent the escape of the fire.

(D) The burning of leaves, or dry vegetation is exempt from this ordinance, size is a cubic yard that will be permitted.

(E) Violation shall be deemed a misdemeanor and shall impose the proper penalty.

SECTION 2. False fire alarm prohibited

(A) It shall be unlawful for any person to willfully or maliciously create a false alarm of fire.

SECTION 3. DISCHARGE OF SPARKS, CINDERS, ETC.

(A) It shall be unlawful for any person to discharge or to cause, permit, or allow the discharge, emission or escape into the open air in or upon any public place, public street or public avenue, or in or upon the premises or dwelling of another, of any live, hot or burning sparks, cinders, embers or other hot burning material.

SECTION 4. BREAKING, DEFACING, ETC OF FIRE HYDRANTS

(A) It shall be unlawful for any person to break, deface, or carry away any part of any fireplug or hydrant.

SECTION 5. INTERFERENCE WITH FIRE HYDRANTS

(A) It shall be unlawful fire any person to in any way impede, interfere, or obstruct any fireplug or hydrant.

SECTION 6. DUTY OF OFFICERS TO PRESERVE ORDER, AND PROPERTY AT FIRE OR SCENE OF A MEDICAL EMERGENCY.

(A) In case of fire or medical emergency, it shall be the duty of the Chief of Police, and police officers to preserve order and guard any property that may have been removed from any place in order to prevent its destruction, and to arrest any person interfering in any manner with any work that is being done in order to prevent the spread of fire, or to render medical care at the scene of a medical emergency.

SECTION 7. PERMIT TO BURN OFF VACANT LOT

(A) It shall be unlawful for any person to burn off any vacant lot, grove, ground or premises within the limits of the town or police jurisdiction thereof, without obtaining a permit to do so.

(B) Application for such permit must be in writing and filed with the town clerk

© Upon receipt for such application, the town clerk shall instruct the Chief/Asst.. Chief of the Fire Department to inspect or have inspected, the premises described in the application whereupon the Chief or such member of the Fire Department shall inspect such premises and make a recommendation to the town clerk, and unless the issuance of the permit applied for is recommended by the Chief/Asst.. Chief of the Fire Department, the permit applied for must be denied.

(D) Upon recommendations of the Chief/asst., Chief of the Fire Department, the

town clerk shall issue a written permit granting permission to proceed with such burning, but observing all recommendations and suggestion of the town fire department. The cost of each permit is Five (\$5.00) Dollars.

(E) Any vacant lot, grove, ground, or premises over one fourth (1/4) acre or within twenty-five (25) feet of a continuous fuel supply (Ex, Grass, Brush, Woods,) must obtain permission and/or a permit from the State Forestry Commission. This permit to permission shall be in addition to the permit obtained thru Margaret Fire Department. The burden is on the person, firm, corporation to contain such fire permission is granted.

#### SECTION 8. YIELDING TO POLICE AND FIRE VEHICLES

(A) Upon the approach of any police or fire department vehicle or ambulance giving an audible signal by bell, exhaust whistle, or siren, the driven of every other vehicle will immediately drive the same to a position as near as possible and parallel to the right-hand curb of the street or highway, clear of any intersection of streets or highways, and shall stop and remain in such position unless otherwise directed by a police or traffic officer until the emergency vehicle passes.

#### SECTION 9. VIOLATION

(A) If any section, clause or provision of this ordinance be declared unconstitutional or held invalid, it shall not affect any other section or clause or provision of this ordinance.

BE IT FURTHER ORDAINED by the Town Council of the Town of Margaret, Alabama that any person or corporations failing to comply with the provision of the Margaret Fire Department Operations and Fire Prevention Code shall be guilty of a misdemeanor and upon conviction, shall be fined not less that Twenty-Five (\$25.00) Dollars nor more that One Hundred (\$100.00) Dollars and/or may be imprisoned up to a term of six (6) months in the Municipal or County Jail, and

(A) That the Fine Schedule shall be as follows:

First offense	\$25.00
Second Offense	\$50.00
Third Offense	\$75.00
Fourth Offense	\$100.00 and/or imprisonment up to a term of six months.

All applicable Court Costs, as established by the State of Alabama shall be imposed in addition to the fine as set out above.

This ordinance shall become effective upon passage, approval and publication as required by law.

ADOPTED AND APPROVED THIS THE 2 DAY OF FEBRUARY, 2004

Mayor Jeffrey Wilson

Attest:

Marlynn Johnson  
Town clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 20204 was adopted by the Mayor and Town Council on February 2, 2004 and that a copy of same was posted at the following three (3) places in Town on February 5, 2004.

Lee's Country Store

Margaret Post Office

Margaret Town Hall

Marilyn Johnson

**ORDINANCE NO. 04-803**

BE IT ORDAINED by the Town Council of the Town of Margaret in the State of Alabama, as follows:

Section 1: That, in accordance with Section 17-24-3 (a) of the Code of Alabama, 1975, the Town Council does hereby authorize, adopt and direct the use of the electronic vote counting system for the general municipal election to be held August 24, 2004 and for the municipal runoff election, if one shall be necessary, to be held September 14, 2004.

Section 2: That the Council does hereby authorize, adopt and direct the use of the electronic vote counting system known as Town for all future municipal elections.

Adopted this 3<sup>rd</sup> day of August , 2004.

APPROVED this   3rd   day of August, 2004

\_\_\_\_\_  
Mayor

*Jeffrey Wilson*

Attest

*Marelyn Johnson*  
\_\_\_\_\_  
Marelyn Johnson, Town Clerk

\_\_\_\_\_

CLERK'S CERTIFICATE

I, Martine Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 04-803 was adopted by the Mayor and Town Council on August 3, 2004 and that a copy of same was posted at the following three (3) places in Town on Aug 4, 2004.

Lee's Co Store

Law-Drop-In

Town Hall

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ORDINANCE #20304

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET,  
ALABAMA AS FOLLOWS:

SECTION 1. That the salary of the Mayor of the Town of Margaret, Alabama shall be  
and the same is hereby fixed at \$250.00 per month.

Section 2. That each council member shall be compensated at the sum of \$25.00 per  
council meeting and \$10.00 per workshop.

Section 3. This ordinance shall become effective on the First Monday in October, 2004.  
And shall continue in force and effect until repealed by the action of the council.

ADOPTED AND APPROVED THIS THE 3RD DAY OF FEBRUARY, 2004.

  
\_\_\_\_\_  
MAYOR

Attest:

  
\_\_\_\_\_  
Town Clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 20304 was adopted by the Mayor and Town Council on February 2, 2004 and that a copy of same was posted at the following three (3) places in Town on February 5, 2004.

Lees' B Store

Margaret Post Office

Margaret Senior Hall

Marilyn Johnson

ORDINANCE NO50404

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET,  
ALABAMA, AS FOLLOWS:

District 1:

Start at Middle Black Creek and Lake Riddle on the north side of the city limits; then go east along Middle Creek to where it crosses the first road; follow that road northeast to the power line; then go south along the power line to the Old Margaret Road to Beaver Creek; go northwest along Beaver Creek to the road that borders census block 112 on the west side; then continue north along this road to the top of block 111, and go southwest along this road to the first intersection, and continue on in a northwesterly direction along this road which is north Hillcrest Drive to Middle Black Creek; follow Middle Black Creek south to the city limits on the southwest corner of the city; then follow the city limits going in a clockwise direction back to the point of origin at Middle Black Creek and Lake Riddle.

District 2:

Begin on the south side of the city at the point where the railroad tracks, County Hwy. 6, and census block 133 meet; go west on County Hwy. 6 to Middle Black Creek; go north on Middle Black Creek to Hillcrest Drive; then go north-northeast along Hillcrest Drive to the Old Margaret Road; go south along Old Margaret Road two blocks to Beaver Creek; go southeast along Beaver Creek to the railroad; then go southwest along the railroad back to the point of origin at census block 133.

\_\_\_\_\_  
Mayor

*Jeffrey Wilson*

ATTEST:

*Marilyn J. Kiser*  
\_\_\_\_\_

CLERK'S CERTIFICATE

I, Marilyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 50404 was adopted by the Mayor and Town Council on May 4, 2004 and that a copy of same was posted at the following three (3) places in Town on May 5, 2004.

Town Hall

Kees' Co Store

Margaret Post Office

Marilyn Johnson

ORDINANCE # 6204

WHEREAS ON THE 2nd DAY OF June 2004 ALL PROPERTY OWNERS

~~Dorothy P Taylor, Claude S Taylor III, Betty Sue Taylor & Billy Taylor~~

Of the real property hereinafter described in Exhibit "A", which is attached hereto and incorporated herein  
Buy reference, did file with the Town Clerk, a petition or petitions asking that the said tracts or parcels of  
land to be annexed to and became part of the Town of Margaret; and

WHEREAS, said petition did contain the signatures of all the owners of the described territory  
and a map of said property showing its relationship to the corporate limits of the Town of Margaret; and

WHEREAS. The governing body did determine that it is in the public interest that said property  
be annexed to the Town of Margaret and it did further determine that all legal requirements for annexing  
said real property have been met, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama,  
1975:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
MARGARET, ALABAMA AS FOLLOWS;

Section 1. The council of the Town of Margaret, Alabama finds and declares as  
the legislative body of the Town that it is in the best interest of the citizens of the Town, and the citizens of  
the affected area, to bring the territory described in Section 2. of the Ordinance into the Town of Margaret.

Section 2. The boundary lines of The Town of Margaret, Alabama be, and the  
same are, hereby altered or rearranged so as to include all the territory heretofore encompassed by the  
corporate limits of the Town of Margaret, and in addition thereto the following described territory, to-wit:  
See Exhibit "A" attached hereto and make a part hereof

Section 3. That the property owners shall be responsible for the payment of all fire  
dues, assessments or other charges, if any, whether previously, incurred, currently owned, or that may  
become due in the future.

Section 4. This Ordinance shall be published as provided by law and a certified  
copy of the petition of the property owners shall be filed with the Probate Judge of the County were  
located.

Page 2  
Ordinance # 1,304

Section 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3. above.

ADOPTED AND APPROVED THIS THE 2<sup>nd</sup> DAY OF June 2004

Mayor *Jeffrey Wicks*

Attest:

*Marlene Johnson*  
Clerk



TOWN OF MARGARET  
WATER DEPARTMENT  
P.O. BOX 207  
MARGARET, ALABAMA 35112  
TELEPHONE (205) 629-7001

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RIGHT OF ENTRY AGREEMENT

To Whom It May Concern:

Permission is granted to The Town of Margaret Water Department, its agents and contractors to perform certain activities more specifically described as follows:

Installation of water mains and service lines in a field determined easement.

The activities performed on the Premises by The Town of Margaret Water Department are permitted hereunder on the following terms and conditions:

- (1) The Town of Margaret Water Department will leave the construction area consistent with its condition prior to the installation of water mains and service lines.
- (2) Upon completion of this construction, the easement will be 5 feet from the center line of the installed water main.
- (3) All construction activities will be performed in accordance with The Town of Margaret Water Department.

Claude J. Taylor III Dorothy Taylor Linda C. Doyle  
By (Property Owners Signature)      Witness Signature

155 Taylor Dr  
Property Address

Diana L Taylor  
Witness Signature

5/17/04  
Date

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 17 day of May, 2000. 2004

By: Claude S. Taylor III  
Dorothy P. Taylor  
\_\_\_\_\_  
\_\_\_\_\_

Linda C. Doyle  
Notary - Commission Expires  
3/23/08



PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 14 day of May, 2004.

By: Betty Sue Taylor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**GENERAL POWER OF ATTORNEY (Continued)**

Page Two

execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

3. To lease, purchase, exchange, and acquire and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the

**GENERAL POWER OF ATTORNEY (Continued)**

Page Three

exercise of the rights and powers herein granted.

7. I grant to said attorney-in-fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney-in-fact, or his/her substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

8. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact.

9. This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

10. Any person, firm, or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all consideration of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof. Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur liability to me or my estate as a result of permitting Agent to exercise any power.

11. Grantor agrees that any third party receiving a signed copy or reproduction of this Power of Attorney may act under it. Revocation or termination of this Power of Attorney will not



Billy

2004 5548  
Recorded in the Above  
DEED Book & Page  
06-03-2004 02:56:36 PM

STATE OF ALABAMA)  
)  
ST. CLAIR COUNTY)

**GENERAL POWER OF ATTORNEY (DURABLE)**

KNOW ALL MEN BY THESE PRESENTS, That I, BILLY R. TAYLOR, the under-  
signed, of 175 Taylor Road, Odenville, St. Clair County, Alabama, 35120, do hereby make,  
constitute, and appoint BETTY SUE TAYLOR of 175 Taylor Road, Odenville, St. Clair County,  
Alabama 35120, my true and lawful attorney-in-fact for me and in my name, place, and stead, and on  
my behalf, and for my use and benefit:

1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now  
have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in  
connection with, arising from, or relating to any person, item, transaction, thing, business property,  
real or personal, tangible or intangible, or matter whatsoever;

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such  
sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests,  
devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension  
and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in  
action, personal and real property, intangible and tangible property and property rights, and demands  
whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due,  
owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use,  
and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the  
collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make,

**GENERAL POWER OF ATTORNEY (Continued)**

Page Two

execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

3. To lease, purchase, exchange, and acquire and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the

**GENERAL POWER OF ATTORNEY (Continued)**

Page Three

exercise of the rights and powers herein granted.

7. I grant to said attorney-in-fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney-in-fact, or his/her substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

8. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact.

9. This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

10. Any person, firm, or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all consideration of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof. Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur liability to me or my estate as a result of permitting Agent to exercise any power.

11. Grantor agrees that any third party receiving a signed copy or reproduction of this Power of Attorney may act under it. Revocation or termination of this Power of Attorney will not

GENERAL POWER OF ATTORNEY (Continued)

be effective until the third party receives actual knowledge of the termination or revocation. Grantor shall hold harmless any third party from and against any claims that may arise against the third party as a result of reliance on this Power of Attorney.

DATED: November 8, 1999

Kimberly Schbell  
Witness

~~Billy R. Taylor~~ (L.S.)  
BILLY R. TAYLOR

Vernon N. Adams

STATE OF ALABAMA)  
ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that BILLY R. TAYLOR whose name is signed to the foregoing General Power of Attorney (Durable), and who is known to me, acknowledged before me on this day that, being informed of the contents of the General Power of Attorney (Durable), he executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this 8th day of November 1999.

Kimberly A. Schbell  
Notary Public

My Commission Expires: 4/12/2003



N9905153 H PDA  
11/08/1999  
Wallace W...

St. Clair County, AL  
Call 44-222-2222  
Deed Tax = \$0.00  
Mortgage Tax = \$0.00  
Recording = \$10.00  
By Deputy Clerk

2004 5552  
Recorded in the Above  
DEED Book & Page  
06-03-2004 02:56:36 PM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pg: 2004/5533  
Term/Cashier: W RECORD2 / AmyD  
Tran: 2658.61730.91618  
Recorded: 06-03-2004 14:59:34  
CER Certification Fee 1.00  
PJF Special Index Fee 5.50  
REC Recording Fee 60.00  
Total Fees: \$ 66.50

CLERK'S CERTIFICATE

I, Marilyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 6204 was adopted by the Mayor and Town Council on 6204 and that a copy of same was posted at the following three (3) places in Town on 6304, 2004.

Margaret Town hall

Lee's Country Store

MArgaret Post Office

---

TOWN OF MARGARET  
WATER DEPARTMENT  
P.O. BOX 207  
MARGARET, ALABAMA 35112  
TELEPHONE (205) 629-7001

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RIGHT OF ENTRY AGREEMENT

To Whom It May Concern:

Permission is granted to The Town of Margaret Water Department, its agents and contractors to perform certain activities more specifically described as follows:

Installation of water mains and service lines in a field determined easement.

The activities performed on the Premises by The Town of Margaret Water Department are permitted hereunder on the following terms and conditions:

- (1) The Town of Margaret Water Department will leave the construction area consistent with its condition prior to the installation of water mains and service lines.
- (2) Upon completion of this construction, the easement will be 5 feet from the center line of the installed water main.
- (3) All construction activities will be performed in accordance with The Town of Margaret Water Department.

Beth Sue Taylor  
By (Property Owners Signature)

Jim Hart  
Witness Signature

175 Taylor Drive  
Property Address

\_\_\_\_\_  
Witness Signature

5-14-2004  
Date

WARRANTY DEED

ALABAMA DEED & CON. STATUTES

THE STATE OF ALABAMA, ST. CLAIR COUNTY

Know all Men by These Presents, That for and consideration of One ----

DOLLARS

to the undersigned grantors Luther V. Taylor and wife Willie O. Taylor

In hand paid by Willie O. Taylor, the receipt whereof is hereby acknowledged we do grant, bargain, sell, and convey into the said Willie O. Taylor the following described real estate, to-wit:

Three acres of land, more or less, described as follows: Beginning on the line 147 yards South of the Northwest corner of the NW 1/4 of the NW 1/4, Section 7, Township 16, Range 2, East, thence South 70 yards; thence East 210 yards; thence North 70 yards; thence West 210 to the point of beginning, and being a part of the NW 1/4 of NW 1/4 of Section 7, Township 16, Range 2, East. Also, commence at the Southeast corner of W. F. Kelley land; thence West along the South boundary of W. J. Kelley land 315 feet to West boundary line of said forty; thence South 537 feet; thence East 315 feet; thence North 537 feet to point of beginning, containing 6 3/4 acres, more or less, in the SW 1/4 of NW 1/4 of Section 7, Township 16, Range 2, East, mineral rights reserved. Also, 3 acres of land, more or less, in the Northwest quarter of the NW 1/4 of Section 7, Township 16, Range 2, East, beginning at the point East 120 feet of the West boundary line 232 feet from the Northwest corner of the NW 1/4 of NW 1/4 of Section 7, Township 16, Range 2, East; thence South 9 chains less 21 links or 590 feet; thence East 1/2 degrees North 2 chains less 21 links or 118 feet; thence North-east 22 degrees 7 chains less 48 links or 432 feet; thence along the Tusculum Public Road Northwest 40 degrees 5 chains and 37 links or 351 feet; thence West to beginning point. Surface rights only. Less one-fourth acre conveyed to C. A. Newton and heirs on East side of the above plot of land and less one-half acre conveyed to O. J. Perry and less and except 3/4 acres, more or less, heretofore sold to R. L. Bradley, said 3/4 acres being on the North end of said forty. Also, commencing at 754 feet from the NW corner of the NW 1/4 of NW 1/4 of Section 7, Township 16, Range 2, East, on the Section line South from said corner and thence running East 510 feet; thence in a Southerly or South-east direction 268 feet; thence back West 241 feet; thence South to a stake on Section line 802 feet South of point of beginning; thence North along Section line 802 feet to the point of beginning, containing 5 acres, surface rights only,

situated in St. Clair County, Alabama.

To Have and to Hold to the said Willie O. Taylor

her heirs and assigns forever.

And we do, for our heirs, executors, and administrators, covenant with said Willie O. Taylor her heirs and assigns, that we lawfully seized in fee simple of said premises; that they are free from all incumbrances, and that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors, and administrators shall, warrant and defend the same to the said Willie O. Taylor, her

heirs, executors, and assigns, forever, against the lawful claims of all persons.

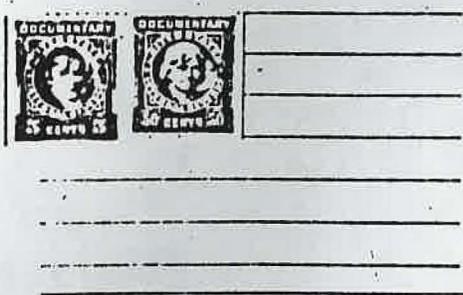
Given under our hand and seal, this 13 day of October, 1935

Witness:

[Signature]

Luther V. Taylor (L. S.)

Willie O. Taylor (L. S.)



[Blank lines for additional witnesses or signatures]



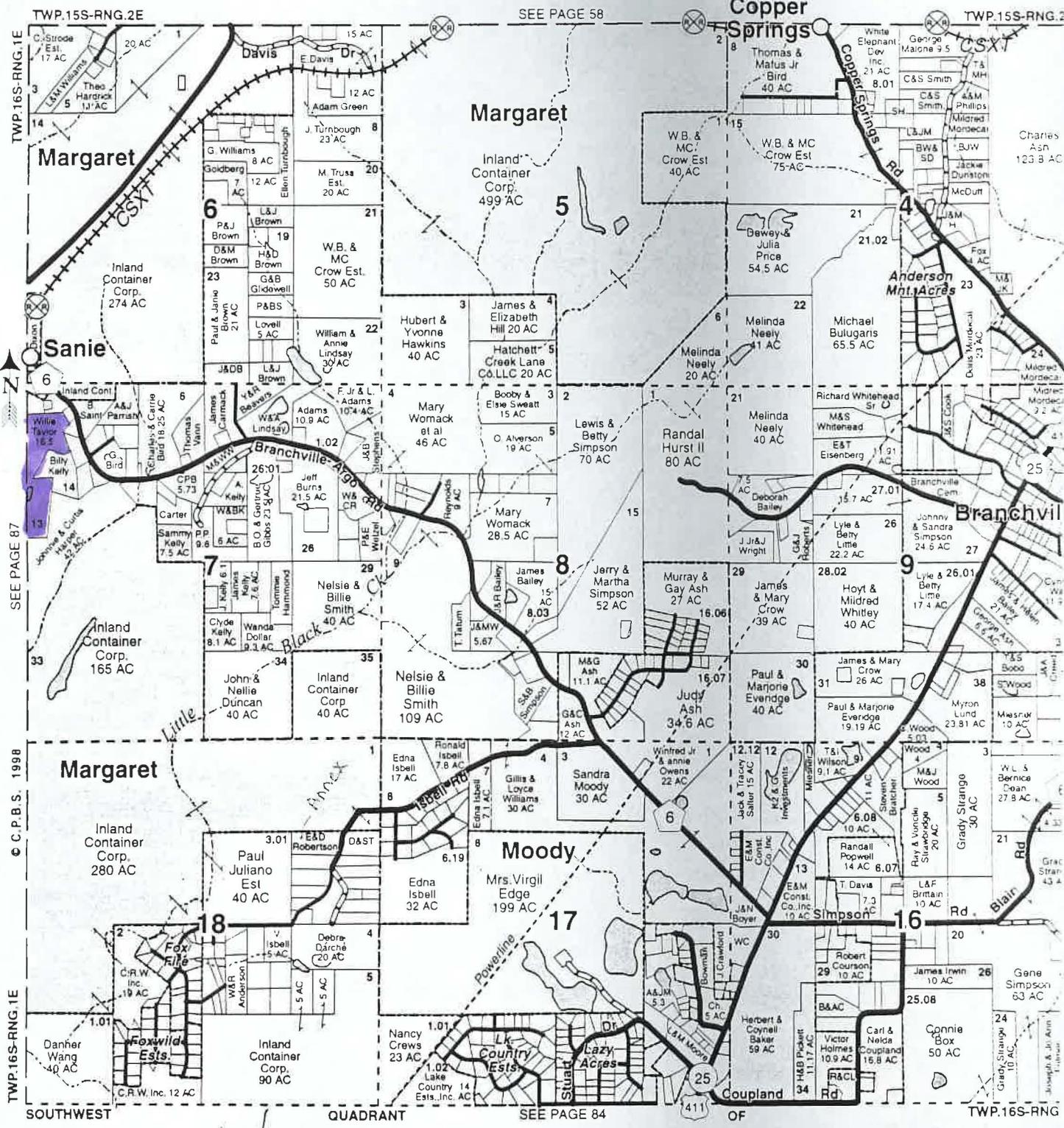
TWP.16S-RNG.2E - NORTHWEST

ST. CLAIR COUNTY, ALABAMA (LOCATOR 24)

0 SCALE OF MILES 1/2

0 660 1320 1980 2640 SCALE OF FEET 5

2004  
Recorded in the Above  
DEED Book & Page  
06-03-2004 02:56:36 PM



SEE PAGE 87  
© C.P.B.S. 1998  
TWP.16S-RNG.1E

SOUTHWEST QUADRANT OF TWP.16S-RNG.2E

TAX NOTICE TO:  
Claude S. Taylor III  
644 Hickory Street  
Birmingham, Alabama 35206

WARRANTY DEED

STATE OF ALABAMA  
ST. CLAIR COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Fifty-Eight Thousand Dollars to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, we, **BILLY WAYNE KELLY and wife, DIANE KELLY**, (herein referred to as Grantors) do grant, bargain, sell and convey unto **CLAUDE S. TAYLOR III and DOROTHY P. TAYLOR** (herein referred to as Grantees) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in St. Clair County, Alabama, to-wit:

**Parcel I:**

**Beginning at a stake at the Southwest corner of Mike Hambright's Land, the house plot or lot; thence Southwest 140 yards along Mike Hambright's land; thence East 105 yards; thence Northeast 140 yards; thence West 105 yards to beginning point, and situated in the NW ¼ of the NW ¼ of Section 7, Township 16, Range 1 East, St. Clair County, Alabama.**

**ALSO: Five acres in SW corner of NW ¼ of Section 7 described as follows: Commence at the SE corner of George McGuire Lane; thence 70 yards Southwest along the South line of George McGuire land and continue Southwest 140 yards along the South line of W. J. Kelly land; thence East 166 yards; thence Northwest 258 yards point of beginning.**

**Parcel II:**

**A 30 foot easement described to the center of said easement and being a part of the West ½ of NW ¼ of Section 7, Township 16 South, Range 2 East, and being more particularly described as follows: Commence at the NW corner of the West ½ of the NW ¼ of Section 7, Township 16 South, Range 2 East; thence South 53°07' East along the West line of said West ½ of NW ¼ 1363.52 feet; thence North 85°57'51" East 85.59 feet to a found ½" rebar; thence North 28°57'53" East along the Northwesterly line of Walter Coleman, Sr. Survey dated 1965 for a distance of 402.32 feet; thence North 61°02'07" West 12.66 feet to the center line of a chert road, also being the center of a proposed 30 foot easement (15.00 feet each side of the following described course); thence North 33°59'23" East 19.28 feet; thence North 27°00'09" East 269.08 feet; thence North 43°12'31" East 33.76 feet; thence North 89°24'24" East 72.71 feet; thence North 88°50'43" East 36.65 feet; thence North 76°16'30" East 30.46 feet; thence North 46°41'29" East 25.37 feet; thence North 31°13'18" East 45.56 feet; thence North 38°42'41" East 32.71 feet; thence North 40°30'42" East 50.77 feet; thence North 48°00'30" East 48.69 feet; thence North 70°20'09" East 59.62 feet to the**

**center line of Sanie Road and end of said easement according to the Survey by F. W. Meade, Al. Reg. #9124, dated May 6<sup>th</sup>, 2002.**

Subject to:

1. Reservation of mineral and mining rights in the instrument recorded in N2000-135, together with the appurtenant rights to use the surface.

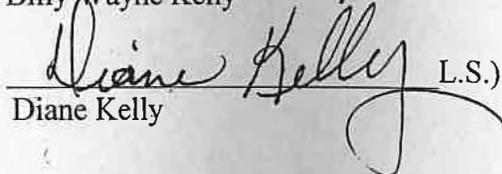
A mortgage loan was filed simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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 and seal this 8<sup>th</sup> day of October, 2002.

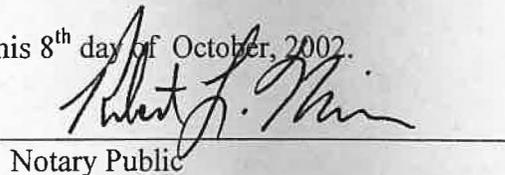
 (L.S.)  
Billy Wayne Kelly

 (L.S.)  
Diane Kelly

STATE OF ALABAMA  
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billy Wayne Kelly and wife, Diane Kelly, 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.

Give under my hand and official seal this 8<sup>th</sup> day of October, 2002.

  
Notary Public

THIS INSTRUMENT PREPARED BY:  
CHURCH, SEAY & MINOR, P.C.  
1609 Cogswell Avenue  
Pell City, Alabama 35125



U.S. Department of Justice

Civil Rights Division

JDR:RPL:JEM:par  
DJ 166-012-3  
2004-4002

Voting Section - NWB.  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530

October 26, 2004

Ms. Marelyn Johnson  
Town Clerk  
125 School Street  
Margaret, Alabama 35112

Dear Ms. Johnson:

This refers to the annexation (Ordinance No. 6204 (2004)) and its designation to District 2 of the Town of Margaret in St. Clair County, Alabama, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. 1973c. We received your submission on September 8, 2004.

The Attorney General does not interpose any objection to the specified change. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the change. Procedures for the Administration of Section 5 of the Voting Rights Act (28 C.F.R. 51.41).

Future submissions under Section 5 for delivery by the United States Postal Service should be addressed as follows: Chief, Voting Section, Civil Rights Division, Room 7254 - NWB, Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530. Submissions for delivery by commercial express service companies should be addressed as follows: Chief, Voting Section, Civil Rights Division, Room 7254 - NWB, Department of Justice, 1800 G Street, N.W., Washington, D.C. 20006. In either case, the envelope and first page should be marked: Submission under Section 5 of the Voting Rights Act.

Sincerely,

Joseph D. Rich  
Chief, Voting Section



Approved  
9-7-04

ORDINANCE 04-907  
FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT,  
PURPOSE, AND OBJECTIVES

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Margaret, Alabama, does ordain as follows:

SECTION B. FINDINGS OF FACT

- (1) The flood hazard areas of Margaret, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion, and;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;

- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

**SECTION D. OBJECTIVES**

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and;
- (7) to insure that potential home buyers are notified that property is in a flood area.

**ARTICLE 2. GENERAL PROVISIONS**

**SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Margaret, Alabama.

**SECTION B. BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS)**, dated \_\_\_\_\_, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for (**\*unincorporated county\***) are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS. (**\*Identify specific areas here\***)

**SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT**

**A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any Development activities.**

**SECTION D. COMPLIANCE**

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

**SECTION E. ABROGATION AND GREATER RESTRICTIONS**

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**SECTION F. INTERPRETATION**

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

**SECTION G. WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Town of Margaret or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

**SECTION H. PENALTIES FOR VIOLATION**

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$ 500.00 or imprisoned for not more than 14 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Margaret from taking such other lawful actions as is necessary to prevent or remedy any violation.

**ARTICLE 3. ADMINISTRATION**

**SECTION A. DESIGNATION OF ORDINANCE ADMINISTRATOR**

The Town \_\_\_\_\_ of the Town of Margaret \_\_\_\_\_ is hereby appointed to administer and implement the provisions of this ordinance.

**SECTION B. PERMIT PROCEDURES**

Application for a Development Permit shall be made to the Public Works Manager on forms furnished by the community PRIOR to any development activities, and may include, but not be limited to the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(1) Application Stage -

- (a) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (b) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;
- (c) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and D(2);
- (d) Design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section E(5);
- (e) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(2) Construction Stage -

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or flood-proofing certificate immediately after the lowest floor or flood proofing is completed. When flood proofing is utilized for non-residential structures, said

certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk. The Public Works Manager shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

### **SECTION C. DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR**

Duties of the Public Works Manager shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
- (2) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2 Section B, then the Public Works Manager shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3 Section B(2) .
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B (2) and D (2).
- (6) When flood proofing is utilized for a structure, the Public Works shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3(B)(1)(c) and Article 4(B)(2) or (D)(2).
- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the

Alabama Department of Economic and Community Affairs/Office of Water Resources.

- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Administrator and shall be open for public inspection.

#### **ARTICLE 4. PROVISIONS FOR FLOOD HAZARD REDUCTION**

##### **SECTION A. GENERAL STANDARDS**

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated Buildings - All New construction or substantial improvements of existing structures that include **ANY fully enclosed area** located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
  - (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

- (i) Provide a **minimum of two openings** having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  - (ii) The bottom of all openings shall be no higher than one foot above grade; and,
  - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
- (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and,
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.

## SECTION B. SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with estimated BFE), the following provisions are required:

- (1) New construction and substantial improvements - Where base flood elevation data are available, new construction or substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings."
- (2) Non-Residential Construction - New construction or the substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C (6).
- (3) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:
  - (a) All manufactured homes placed or substantially improved on: (i) individual lots or parcels, (ii) in new or substantially improved manufactured home parks or subdivisions, (iii) in expansions to existing manufactured home parks or subdivisions, or (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one feet above the base flood elevation.
  - (b) Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
    - (i) The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
    - (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an

equivalent strength) of no less than 36 inches in height above grade.

- (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer to Article 4, Section A above)
- (d) All recreational vehicles placed on sites must either:
  - (i) Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on it's wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
  - (ii) The recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4 Section B (3)(a)(c), above.
- (4) **Floodway.** Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:
  - (a) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
  - (b) **ONLY** if Article 4 (B)(4)(a) above is satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

**SECTION C. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS AND/OR FLOODWAY (A-ZONES)**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (A-Zones), OR where base flood data have been provided but a Floodway has not been delineated, the following provisions apply:

- (1) When base flood elevation data or floodway data have not been provided in accordance with Article 2(B), then the Public Works Manager shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then the following provisions (2&3) shall apply:
- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4) "Elevated Buildings".

The Public Works Manager shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

#### **SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)**

Areas of Special Flood Hazard established in Article 2, Section B, may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. **If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least FIVE feet (5) above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings".

The Public Works Manager shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction or the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with**

attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus two (2) feet, above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Articles 3(B)(1)(c) and (3)(B)(2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

#### SECTION E. STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is less.

#### ARTICLE 5. VARIANCE PROCEDURES

- (A) The Town Council as established by Town of Margaret shall hear and decide requests for appeals or variance from the requirements of this ordinance.
- (B) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Public Works Manager in the enforcement or administration of this ordinance.
- (C) Any person aggrieved by the decision of the Town Council may appeal such decision to the Margaret Municipal Court as provided in \_\_\_\_\_.

- (D) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.
- (E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (F) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (G) In reviewing such requests, the Town Council shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.

(H) **Conditions for Variances:**

- (1) **A variance shall be issued ONLY when there is:**
  - (i) a finding of good and sufficient cause,
  - (ii) a determination that failure to grant the variance would result in exceptional hardship; and,
  - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (2) The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) **Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.**

(4) The Public Works Manager shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.

(I) Upon consideration of the factors listed above and the purposes of this ordinance, the Town Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

**ARTICLE 6.            DEFINITIONS (Note: \* Indicates data must be inserted)**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

**"Addition (to an existing building)"** means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".

**"Appeal"** means a request for a review of the Town Council interpretation of any provision of this ordinance.

**"Area of shallow flooding"** means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

**"Area of special flood hazard"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

**"Base flood"** means the flood having a one percent chance of being equaled or exceeded in any given year.

**"Basement"** means that portion of a building having its floor subgrade (below ground level) on all sides.

**"Building"** means any structure built for support, shelter, or enclosure for any occupancy or storage.

**"Development"** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and permanent storage of equipment or materials.

**"Elevated building"** means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

**"Existing Construction"** Any structure for which the "start of construction" commenced before     a specific date    . [i.e., the effective date of the FIRST floodplain management code or ordinance adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP)].

**"Existing manufactured home park or subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before     a specific date    . [i.e., the effective date of the FIRST floodplain management regulations adopted by a community].

**"Expansion to an existing manufactured home park or subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

**"Flood" or "flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. the overflow of inland or tidal waters; or
- b. the unusual and rapid accumulation or runoff of surface waters from any source.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

**"Flood Insurance Study"** the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.

**"Floodplain"** means any land area susceptible to flooding.

**"Floodway" (Regulatory Floodway)** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Functionally dependent facility"** means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

**"Highest adjacent grade"** means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

**"Historic Structure"** means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  1. By an approved state program as determined by the Secretary of the Interior, or
  2. Directly by the Secretary of the Interior in states without approved programs.

**Levee** means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

**Levee System** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in

accordance with sound engineering practices.

**Lowest floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this code.

**"Manufactured home"** means a building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

**"Mean Sea Level"** means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or other datum.

**"National Geodetic Vertical Datum (NGVD)"** as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

**\*"New construction"** means ANY structure (see definition) for which the "start of construction" commenced after \_\_\_\_\_ and includes any subsequent improvements to the structure. [\* i.e., the effective date of the FIRST floodplain management ordinance adopted by the community as a basis for community participation in the (NFIP)] and includes any subsequent improvements to such structures.

**\*"New manufactured home park or subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after \_\_\_\_\_. [i.e., the effective date of the first floodplain management regulations adopted by a community].

**"Repetitive Loss"** means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

**"Recreational vehicle"** means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;

- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Start of construction"** means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"Structure"** means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

**"Substantial damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

**"Substantial improvement"** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual amount of repair work performed.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been

identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

**"Substantially improved existing manufactured home parks or subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Variance"** is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

#### ARTICLE 7. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on September 7, 2004

BY:

Mary Jo Jeffrey-Watson  
Charles Fisher  
David D. McFitzgerald  
Jerry Venable  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of Governing Board)

Certified by:

Marilyn Johnson

Date:

9-07-04



CLERK'S CERTIFICATE

I, Marelyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 04-907 was adopted by the Mayor and Town Council on September 7, 2004 and that a copy of same was posted at the following three (3) places in Town on September 8, 2004

Margaret Post Office

Lee's Country Store

Margaet Town Hall

Marelyn Johnson

BE IT ORDAINED BY THE TOWN COUNCIL OF MARGARET, ALABAMA, AS FOLLOWS:

**Section 1.** The Mayor of the Town of Margaret, Jeffrey Wilson, is hereby required to act as the full-time Superintendent of the Margaret Public Works and as such shall serve as purchasing agent for such system, make all purchases authorized by the Town Council therefor, keep a check on meter readings and billings for service and collection thereof, see that the system is kept in proper repair and operation, keep an inventory showing the supplies and equipment on hand for such system, keep a full and complete monthly financial statement of all operating costs and receipts, keep a proper inventory of the physical assets of such system, and all such data and information relative to such system available for the Town Council on its first meeting in each calendar month.

**Section 2.** In addition to the salary now and fixed and paid to the Mayor of the Town of Margaret, Alabama, there shall be paid to the Mayor for his services as Superintendent of the utility system names in Section 1 of this ordinance the sum of \$ 400.00 plus per month payable on the 1st day of each calendar month out of the receipts of such utility system.

**Section 3.** The Town Council of the Town of Margaret, Alabama, may at any regular meeting or special meeting called therefore, discontinue the services of the Mayor as Superintendent of the utility system, and in the event of such discontinuance of his services as such Superintendent of such system, all compensation authorized to be paid in Section 2. hereof shall lapse.

**Section 4.** This ordinance shall become effective on OCT 4, 2004 and shall expire on 9-30-2008, and sooner if the present mayor shall vacate the office.

ADOPTED THIS THE 4th DAY OF October, 2004

Jeffrey Wilson  
Mayor

Attest:  
Mareline Johnson  
Town Clerk

CLERK'S CERTIFICATE

I, Marilyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 04-1004 was adopted by the Mayor and Town Council on October 4, 2004 and that a copy of same was posted at the following three (3) places in Town on Oct 14,, 2004.

Margaret Town Hall

Lees' & Store

Margaret Post Office

Marilyn Johnson

Amendment to Ordinance #4-1004

BE IT ORDAINED BY THE TOWN OF MARGARET COUNCIL OF MARGARET,  
ALABAMA FOLLOWS:

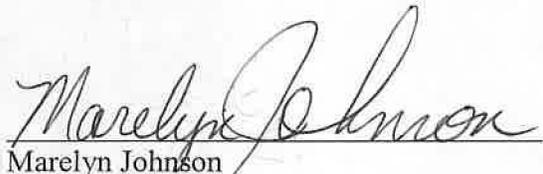
Section 2. Salary of the Superintendent of Margaret Public Works, sum of \$750.00 per month to be paid on the 1<sup>st</sup> of each month from the receipts of such utility system.

This shall become effective on October 1, 2006 and shall expire on October 31, 2008, or sooner if the present Mayor shall vacate the office.

ADOPTED THIS THE 19<sup>TH</sup> DAY OF SEPTMBER, 2006.

\_\_\_\_\_  
Jeffrey Wilson, Mayor

Attest:

  
\_\_\_\_\_  
Marelyn Johnson  
Town Clerk

## Clerk's Certificate

I, Marilyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 041004 was adopted by the Mayor and Town Council on September 19, 2006 and that a copy of same was posted at the following three (3) places in the Town of Margaret on September 22, 2006.

1. Lee's Country Store

2. Margaret Post Office

3. Margaret Town Hall

BE IT ORDAINED BY THE COUNCIL OF MARGARET, ALABAMA, that the order of procedure in all instances for meetings of the council shall be as follows:

**Section 1.** That the rules or order of procedure herein contained shall govern deliberations and meetings of the council of Margaret, Alabama.

**Section 2.** Regular meeting of the council shall be held on the following dates the first and third Tuesdays of each month.

**Section 3.** Special meetings may be held at the call of the presiding officer by serving notice on each member of the council not less than 24 hours before the time set for such special meetings; or special meetings may be held as provided by Section 11-43-50, Code of Alabama, 1975, whenever two council members (or the Mayor) making the request in writing shall have the right to call such meeting. Notice of all special meetings shall be posted on a bulletin board accessible to the public at least 24 hours prior to such meeting.

**Section 4.** A quorum shall be determined as provided by Section 11-43-48, Code of Alabama. The number of members required to make a quorum does not change when a council has vacancies. Council members who are present at a council meeting that have a conflict of interest on a particular issue can be counted for purposes of making a quorum even though they cannot vote on a particular issue.

**Section 5.** All regular meeting shall convene at 7:00 o'clock p.m. at the town hall and all meeting, regular and special, shall be open to the public.

**Section 6.** The order of business shall be as follows:

1. A call to order
2. Roll call
3. Reading and approval of the minutes of the previous meeting.
4. Reports of standing committees
5. Reports of special committees
6. Reports of officers
7. Redding of petitions, applications complaints, appeals, communications, ET.
8. Auditing accounts
9. Resolutions, ordinances, orders and other business.
10. 10. Public comments

**Section 7.** No member shall speak more than twice on the same subject without permission of the presiding officer.

**Section 8.** No person, not a member of the council, shall be allowed to address the same while in session without permission of the presiding officer.

**Section 9.** Every officer, whose duty it is to report at the regular meetings of the council, who shall be in default thereof, may be fined at the discretion of the council.

**Section 10.** Motions shall be reduced to writing when required by the presiding officer of the council or any member of the council. All resolutions and ordinances and any amendments thereto shall be in writing at the time of introduction.

**Section 11.** Motions to reconsider must be by a member who voted with a prevailing side and at the same or next succeeding meeting of the council.

**Section 12.** Whenever it shall be required by one or more members, the "yeas" and "nays" shall be recorded and any member may call for a division on any questions.

**Section 13.** All questions of order shall be decided by the presiding officer of the council with the right of appeal to the council by any member.

**Section 14.** The presiding officer of the council may, at his or her discretion, call any member to take the chair, allow him or her to address the council, make a motion or discuss any other matter at issue.

**Section 15.** Motions to lay any matter on the table shall be first in order; and on all questions, the last amendment, the most distant day and the largest sum shall be first put.

**Section 16.** All meetings of the council shall be open to the public, except when the council meets in executive session as authorized by state law.

**Section 17.** The council may meet in executive session only for those purposes authorized by state law. When a council member makes a motion to go into executive session for an enumerated purpose, the presiding officer shall put the motion to a vote. If the majority of the council shall vote in favor of the motion to go into executive session, the body shall then move into executive session to discuss the matter for which the executive session was called. No action may be taken in an executive session. When the discussion has been completed, the council shall resume its deliberations in public.

**Section 18.** A motion for adjournment shall always be in order.

**Section 19.** The rules of the council may be amended in the same manner as any other ordinance of general and permanent order.

**Section 20.** The rules of the council may temporarily suspended by a vote of two-thirds of the members present.

**Section 21.** The chairperson of each respective committee, or the councilmember acting for him or her, shall submit or make all reports to the council when so requested by the presiding officer or any member of the council.

**Section 22.** All ordinances, resolution or propositions submitted to the council which require the expenditure of money shall lie over until the next meeting; provided, that such ordinances, resolutions, or propositions may be considered earlier by unanimous consent of the council; and provided further, that this rule shall not apply to the current expenses of, or contracts previously made with, or regular salaries of officers of wages of employees of the town.

**Section 23.** The clerk, engineer, attorney, chief of police and such other officer of or employees of the Town of Margaret, shall, when requested, attend all meeting of the council and shall remain in the council room for such length of time as the council may direct.

**Section 24.** No ordinance or resolution of a permanent nature shall be adopted at the meeting at which it is introduced unless unanimous consent be obtained for the immediate consideration of such ordinance or resolution, such consent shall be by roll call and the vote thereon spread on the minutes

**Section 25.** **Robert's Rules of Order** is hereby adopted as the rules of procedure for this council in those situations which cannot be resolved by the rules set out in this ordinance.

**Section 26.** This ordinance shall go into effect upon the passage and publication as required by law.

Charles Rich  
Council member

Jeffrey E. Verrill  
Council member

Theresa L. Chapman  
Council member

\_\_\_\_\_  
Council member

David D. McIntyre  
Council member

Ordinance # 04-1103

Page 4

Approved this the 3<sup>rd</sup> day of November, 2004

Jerry Wilson  
Mayor

Passed and approved this the 21<sup>st</sup> day of November, 2004.

Attest:

Marilyn Brown  
Town Clerk

CLERK'S CERTIFICATE

I, Marelyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 04-1103 was adopted by the Mayor and Town Council on 04-11-03 and that a copy of same was posted at the following three (3) places in Town on 11-04-04, 2004.

Margaret Town Hall

Margaret Post Office

\_\_\_\_\_

Lee's Country Store

Marelyn Johnson

2005 166  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:43:41 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

ORDINANCE # 04-1115

WHEREAS ON THE 15 DAY OF November 2004, ALL PROPERTY OWNERS

~~Matha F and Allen J Parrish and J R Young & Margaret H young~~  
135 BIRD Lane

Of the real property hereinafter described in Exhibit "A", which is attached hereto and incorporated herein  
Buy reference, did file with the Town Clerk, a petition or petitions asking that the said tracts or parcels of  
land to be annexed to and became part of the Town of Margaret; and

WHEREAS, said petition did contain the signatures of all the owners of the described territory  
and a map of said property showing its relationship to the corporate limits of the Town of Margaret; and

WHEREAS. The governing body did determine that it is in the public interest that said property  
be annexed to the Town of Margaret and it did further determine that all legal requirements for annexing  
said real property have been met, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama,  
1975:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
MARGARET, ALABAMA AS FOLLOWS;

Section 1. The council of the Town of Margaret, Alabama finds and declares as  
the legislative body of the Town that it is in the best interest of the citizens of the Town, and the citizens of  
the affected area, to bring the territory described in Section 2 of the Ordinance into the Town of Margaret.

Section 2. The boundary lines of The Town of Margaret, Alabama be, and the  
same are, hereby altered or rearranged so as to include all the territory heretofore encompassed by the  
corporate limits of the Town of Margaret, and in addition thereto the following described territory, to-wit:  
See Exhibit "A" attached hereto and make a part hereof

Section 3. That the property owners shall be responsible for the payment of all fire  
dues, assessments or other charges, if any, whether previously, incurred, currently owned, or that may  
become due in the future.

Section 4. This Ordinance shall be published as provided by law and a certified  
copy of the petition of the property owners shall be filed with the Probate Judge of the County were  
located.

Page 2

Ordinance # 04-115

Section 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3. above.

ADOPTED AND APPROVED THIS THE 15th DAY OF November 2004.

Mayor

Jeffrey Wilson

Attest:

Clerk

Marelyn Johnson

2005 167  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:48:41 AM

PETITION FOR ANNEXATION

2005 168  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:48:41 AM

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.\

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 26 day of Oct, ~~1999~~ 2004

By: Martha J. Parrish  
Allen J. Parrish  
A. Parrish

135 Bird Lane  
Odenville, AL 35120

THIS INSTRUMENT PREPARED BY:  
ELIZABETH S. PARSONS  
Blair, Holladay and Parsons  
1711 Cogswell Avenue  
Pell City, Alabama 35125

Send Tax Notice To:  
MR. & MRS. ALLEN J. PARRISH &  
DAVID A. PARRISH  
*135 Bird Lane*  
*Odenville, Al. 35120*

**SURVIVORSHIP DEED**

DESCRIPTION FURNISHED BY GRANTOR.  
NO TITLE EXAMINATION WAS PERFORMED BY  
PREPARER.

STATE OF ALABAMA  
ST. CLAIR COUNTY

H9700843 M DEED  
03/13/1997 10:05A  
Wallace Wyatt Jr, Judge of Probate

KNOW ALL MEN BY THESE PRESENTS, That in consideration of TEN AND NO/100 Dollars (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, ALLEN J. PARRISH AND WIFE, MARTHA F. PARRISH, herein referred to as grantors) do grant, bargain, sell and convey unto ALLEN J. PARRISH, MARTHA F. PARRISH AND DAVID A. PARRISH, (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in ST. CLAIR COUNTY, Alabama, to-wit:

A TRACT OR PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 2 EAST, ASHVILLE, ALABAMA, AND RUN EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION 360.00 FEET; THENCE 89 DEG. 49' TO THE RIGHT IN A SOUTHERLY DIRECTION 592.00 FEET; THENCE 90 DEG. 00' TO THE RIGHT IN A WESTERLY DIRECTION 626.09 FEET; THENCE 135 DEG. 28' TO THE RIGHT 9.7 FEET; THENCE 9 DEG. 27' TO THE LEFT 441.41 FEET; THENCE 36 DEG. 01' TO THE LEFT 229.68 FEET TO THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY DEEDED TO ALLEN J. PARRISH AND MARTHA F. PARRISH BY WARRANTY DEED FROM GEORGE HARVEY BIRD AND WIFE, TERRY SUE BIRD, DATED OCTOBER 11, 1982 AND FILED IN DEED VOLUME 147, PAGE 54 IN THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ASHVILLE, ALABAMA.

ALSO:

A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 2 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF NW 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 2 EAST; THENCE SOUTH ALONG THE EAST LINE OF SAID FORTY A DISTANCE OF 592.7 FEET TO A POINT; THENCE WEST FOR A DISTANCE OF 23 FEET TO A POINT, THIS BEING THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUE WEST A DISTANCE OF 134 FEET TO A POINT; THENCE SOUTHEASTERLY FOR A DISTANCE OF 213.5 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 99 FEET; THENCE NORTHERLY FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY DEEDED TO ALLEN J. PARRISH AND MARTHA F. PARRISH BY WARRANTY DEED FROM GEORGE H. BIRD AND WIFE, TERRY SUE BIRD, DATED MAY 23, 1983 AND FILED IN DEED VOLUME 147, PAGE 996, SAID PROBATE OFFICE.

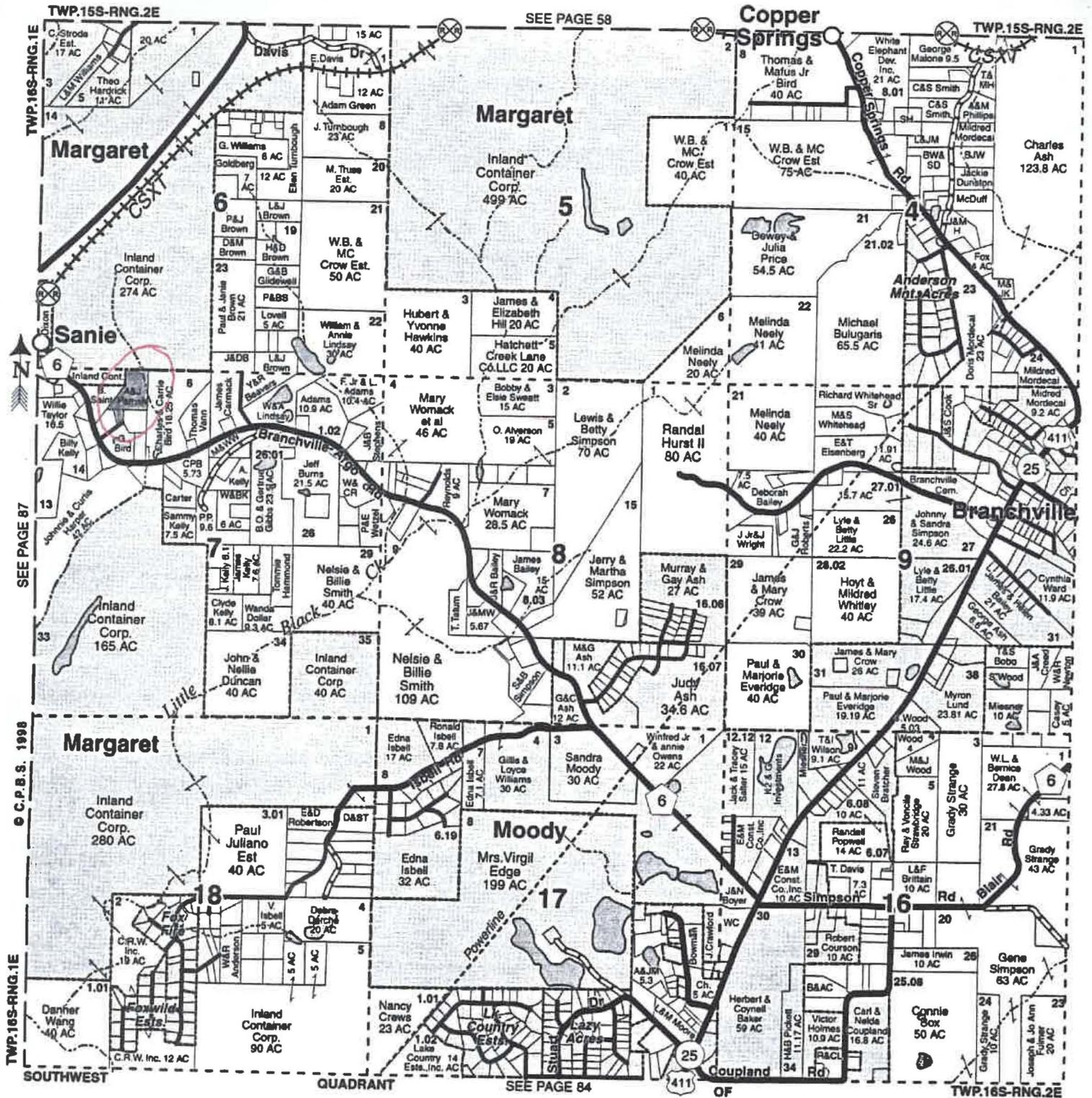
2005 170  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:48:41 AM

# TWP.16S-RNG.2E - NORTHWEST

ST. CLAIR COUNTY, ALABAMA (LOCATOR 24)

0 SCALE OF MILES 1/2 1

0 660 1320 1980 2640 SCALE OF FEET 5280



2005 169  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:46:41 AM

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 15<sup>th</sup> day of ~~November~~, 2004.

By:

J. R. Young  
Margaret H. Young

2005 171.  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:48:41 AM

Commence at the N W corner of the N E 1/4 of N W 1/4 of Section 7, Township 16, South Range 2, East, thence East along the North-line of said 1/4-1/4 Section 360.00 feet, thence 89 deg 49 min to the right in a Southerly direction 592.00 feet to the point of beginning of the tract herein described, thence 90 deg 00 min to the right 382.50 feet, thence 91 deg 13 min to the left 200.00 feet, thence 29 deg 34 min 37 sec to the left 178.14 feet, thence 63 deg 56 min 39 sec to the left 300.00 feet, thence 90 deg 00 min to the left 360.00 feet to the point of beginning. Containing 2.992 acres.

subject to all pre-recorded instruments.  
The above survey made on the 12th, day of September, 1983, by P. W. Meade Reg. # 9124.

This Deed of correction is to correct a certain Deed as recorded in Real Volume 148 Page 261 in the office of the Judge of Probate, Ashville Division, St Clair County, Alabama.

Deed Tax \$ 50  
Mtg. Tax \_\_\_\_\_  
File Fee \_\_\_\_\_  
Rec. Fee 1.50  
Total \$ 2.00

50054

RECORDED  
INDEXED  
1983 SEP 26 PM 2:34

TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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

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 and seal, this 21st day of September, 1983

WITNESS:

George Harvey Bird  
George Harvey Bird

Terry Sue Bird  
Terry Sue Bird

State of Alabama

St Clair COUNTY

General Acknowledgement

I, the undersigned, a Notary Public in and for said County, in the State of Alabama, hereby certify that George Harvey Bird and wife Terry Sue Bird, whose names are signed to the foregoing conveyance, and who are known to me, and they executed the same on this day, that, being informed of the contents of the conveyance on the day the same bears date, they executed the same on this day.

Given under my hand and official seal this 21st day of September, A. D., 1983



August H. Gant  
Notary Public

TWP.16S-RNG.2E - NORTHWEST

ST. CLAIR COUNTY, ALABAMA (LOCATOR 24)

0 SCALE OF MILES 1/2

0 660 1320 1980 2640 SCALE OF FEET 5280



*Michigan Husband  
 \$400.00 →  
 \$702.00 via hospital  
 1100.*

2005 173  
 Recorded in the Above  
 DEED Book & Page  
 01-06-2005 10:48:41 AM

TWP.16S-RNG.2E - NORTHWEST

ST. CLAIR COUNTY, ALABAMA (LOCATOR 24)

0 SCALE OF MILES 1/2 1  
0 660 1320 1980 2640 SCALE OF FEET 5280



*michigan husband  
\$400.00 →  
\$704.00 wa hospital  
1100.00 less*

2005 173  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:48:41 AM

2005 174  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:48:41 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pgs: 2005/166  
Term/Cashier: N RECORD2 / AmyI  
Tran: 2951.71004.106196  
Recorded: 01-06-2005 10:50:44  
CER Certification Fee 1.00  
PJF Special Index Fee 5.50  
REC Recording Fee 29.00  
Total Fees: \$ 35.50 

CLERK'S CERTIFICATE

I, Marilyn Johnson clerk for the Town of Margaret, Alabama, do hereby certify that the foregoing Ordinance # 04-1115 was adopted by the Mayor and Town Council on 04-11-15 and that a copy of same was posted at the following three (3) places in Town on 11-23-04, 200 .

~~\_\_\_\_\_ Margaret Post Office~~

\_\_\_\_\_ Lee's Country Store

\_\_\_\_\_

\_\_\_\_\_ Margaret Town HALL

\_\_\_\_\_

2005 160  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:43:38 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

ORDINANCE # 04-1115A

WHEREAS ON THE 15 DAY OF November 2004, ALL PROPERTY OWNERS  
Birnum Development Inc

---

Of the real property hereinafter described in Exhibit "A", which is attached hereto and incorporated herein by reference, did file with the Town Clerk, a petition or petitions asking that the said tracts or parcels of land to be annexed to and became part of the Town of Margaret; and

WHEREAS, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Margaret; and

WHEREAS. The governing body did determine that it is in the public interest that said property be annexed to the Town of Margaret and it did further determine that all legal requirements for annexing said real property have been met, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS;

Section 1. The council of the Town of Margaret, Alabama finds and declares as the legislative body of the Town that it is in the best interest of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of the Ordinance into the Town of Margaret.

Section 2. The boundary lines of The Town of Margaret, Alabama be, and the same are, hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the Town of Margaret, and in addition thereto the following described territory, to-wit: See Exhibit "A" attached hereto and make a part hereof

Section 3. That the property owners shall be responsible for the payment of all fire dues, assessments or other charges, if any, whether previously, incurred, currently owned, or that may become due in the future.

Section 4. This Ordinance shall be published as provided by law and a certified copy of the petition of the property owners shall be filed with the Probate Judge of the County where located.

Section 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3. above.

ADOPTED AND APPROVED THIS THE 19 DAY OF November 2000.

Jeffrey Wilson  
Mayor

Attest:

Marilyn Johnson  
Clerk

2005 161  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:43:38 AM

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A" attached hereto and made a part hereof.

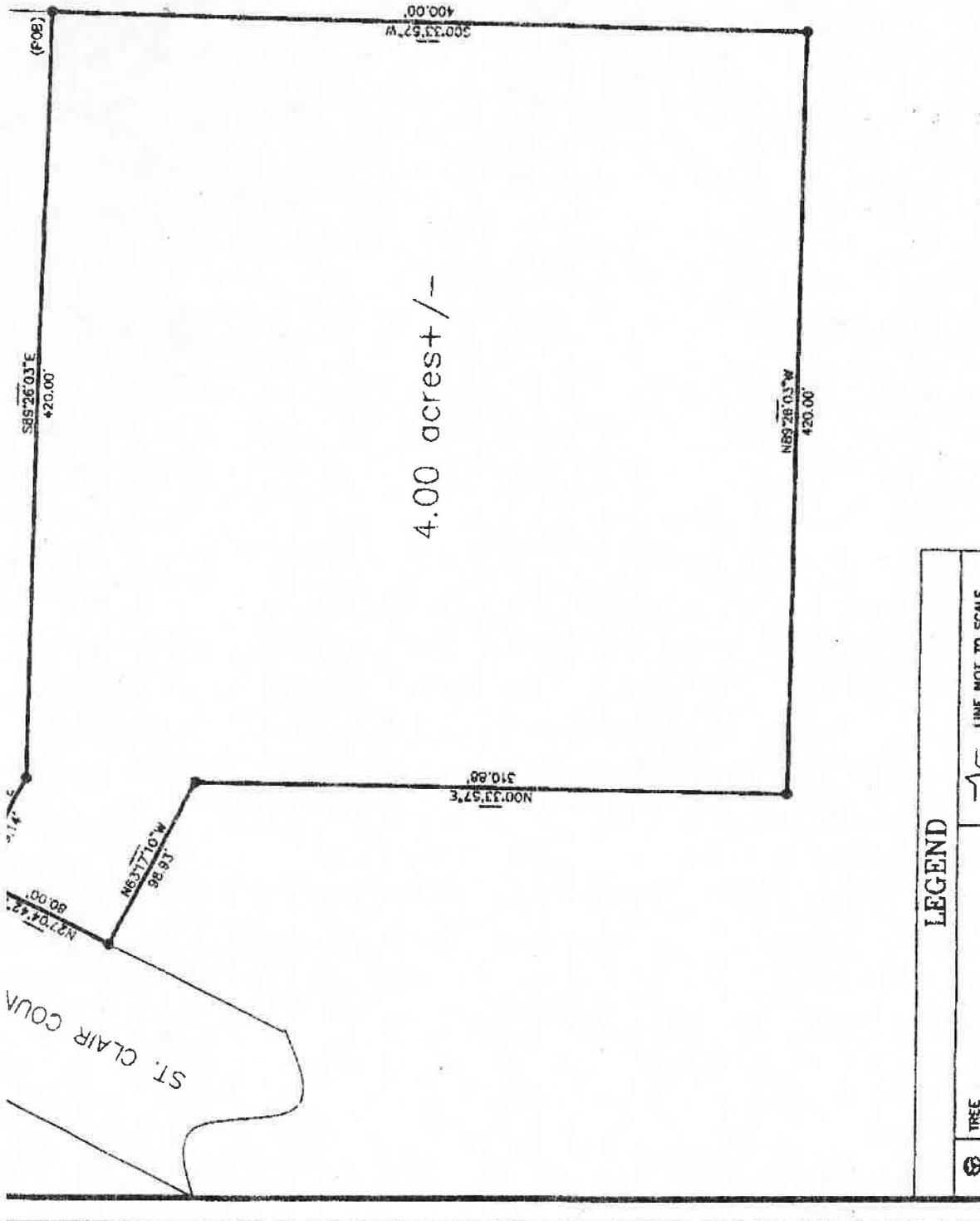
We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 16 day of November, 2004

By: Bicuna Development, Inc  
by Brian Camp, VP

2005 162  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:43:38 AM



2005 164  
 Recorded in the Above  
 DEED Book & Page  
 01-06-2005 10:43:38 AM

CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

*Larry W. Walker*  
LARRY W. WALKER  
LICENSED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 21183  
WITHIN THE STATE OF ALABAMA



2005 163  
Recorded in the Above  
DEED Book & Page  
01-06-2005 10:43:38 AM

STATE OF ALABAMA:  
COUNTY OF ST. CLAIR:

LEGAL DESCRIPTION:

COMMENCE AT A 1/2" REBAR MARKING THE NE CORNER OF THE NW1/4-NE1/4, SECTION 1, T-16-S, R-1-E THENCE ALONG THE EAST LINE OF SAID FORTY S 00°33'57" W 475.00' TO A 1/2" CAPPED REBAR(LS#21183) ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUE S 00°33'57" W 400.00' TO A 1/2" CAPPED REBAR(LS#21183), THENCE N 89°26'03" W 420.00' TO A 1/2" CAPPED REBAR(LS#21183), THENCE N 00°33'57" E 310.88' TO A 1/2" CAPPED REBAR(LS#21183), THENCE N 63°17'10" W 98.93' TO A 1/2" CAPPED REBAR(LS#21183) ON THE SOUTHEASTERN R/W OF ST. CLAIR COUNTY ROAD #12 100' R/W, THENCE ALONG SAID R/W N 27°04'42" E 80.00' TO A 1/2" CAPPED REBAR(LS#21183), THENCE LEAVING SAID R/W S 63°17'10" E 59.14' TO A 1/2" CAPPED REBAR(LS#21183), THENCE S 89°26'03" E 420.00' TO THE POINT OF BEGINNING. CONTAINING 4.00 ACRES. MORE OR LESS.

GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.

GRID NORTH & BEARINGS SHOWN ARE IN REFERENCE TO NAD83 ALABAMA EAST ZONE STATE PLANE COORDINATES ESTABLISHED BY STATIC GPS, RTK GPS, AND CONVENTIONAL SURVEYING METHODS.

ALABAMA EAST ZONE GRID



Exhibit A

342 Co Rd 12 - Odenville AL 35120

ORDINANCE NO 05-719

AN ORDINANCE TO FURTHER PROVIDE FOR THE RESTRAINT, AND CONTROL OF DOMESTIC ANIMALS IN THE TOWN OF MARGARET, ALABAMA,

BE IT ORDAINED: BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS:

**Section One:** Definitions.

At Large: A domestic animal shall be deemed at large when it is not under restraint by its owner or a competent person having charge or control of it or when it is not confined with in a wall, fence, vehicle or other enclosure in such a manner as to effectively prevent it from escape.

Town: The Town of Margaret, Alabama

Domestic Animal: All members of the canine family.

Owner: The term owner shall mean and include any person, group of persons or corporation having a right of property in a domestic animal, or who has care of it, or acts as its custodian, or who keeps it, allows it food, and refuge on or about premises occupies by such person or persons or who harbors it in any manner.

Under Restraint: A domestic animal shall be deemed to be under restraint when it is controlled by a leash, cord, chain or similar means in the hands of the owner or a competent person having charge or control of the domestic animal or when it is tethered in an human manner so as to remain upon private property and in the presence of the owners of such competent person.

**Section Two:** Enforcement

The provision of this chapter shall be enforced by the Town of Margaret, Alabama.

**Section Three:** Vaccination Required:

It shall be unlawful for the owner or any person to possess, keep or harbor in the Town any domestic animal over three (3) months of age which has not been vaccinated against rabies within the preceding twelve (12) months and tagged as required by Section 107 and 108, Title 22, Code of Alabama.

**Section Four:** Domestic Animal not Allowed at Large

It shall be unlawful for the owner or any person having charge or control of a domestic animal to allow it to be or run at large.

**Section Five: Responsible Domestic Animal Care**

It shall be unlawful for any owner or harborer of a domestic animal not to provide for his animal:

- (a) sufficient quantity of good and wholesome food and water
- (b) proper protection and shelter from the weather
- (c) veterinary care when needed to prevent suffering; and
- (d) humane treatment

**Section Six: Taking or causing escape**

It shall be unlawful for anyone to take a domestic animal from the confinement or restraint of its owner or of the person in charge or control of it or to cause a domestic animal to escape from such confinement or restraint without specific permission therefore from the owner or person in charge or control of the domestic animal.

**Section Seven: Nuisance Barking and Howling**

It shall be unlawful for the owner of a domestic animal to suffer or permit (on his lot or premises), the loud and frequent or continues barking, howling, or yelping of any domestic animals as to annoy and disturb the peace.

**Section Eight: Identification**

Any domestic animal that has been picked up by animal control officer and has identification, will be detained at Margaret Town Hall, for 48 hours and charged \$10.00 per day to the owner. After notification, if owner does not collect domestic animal within 48 hours, said animal will be taken to Pell City Animal Shelter.

**Section Nine: Penalties**

Any person violating any of the provisions of this Ordinance shall be required to pay a penalty to the town clerk as follows:

- 1<sup>st</sup> offense in a calendar year.....\$10.00
- 2<sup>nd</sup> offense in a calendar year.....\$20.00
- 3<sup>rd</sup> offense in a calendar year.....\$30.00
- 4<sup>th</sup> offense in a calendar year.....\$200.00

**Section Ten: Failure to Comply**

Any person who fails to comply with the provision of this Ordinance shall be summoned to appear before the Municipal Judge, as provided by Supreme Court Rule, and shall, upon conviction, be guilty of a misdemeanor and shall be fined a sum not to exceed FIVE HUNDRED (\$500.00) dollars.

**Section Eleven: Validity**

If any section, clause or provision of this Ordinance be declared Unconstitutional or held invalid, it shall not affect or any section, clause or provision of this Ordinance.

**Section Twelve:** This Ordinance shall become effective upon passage, approval and publication as required by law.

ADOTPED AND APPROVED THIS THE 19 DAY OF July, 2005.

Jeffrey Wilson  
Mayor

Attest:

Marelyn Johnson  
Marelyn Johnson Town Clerk



# TOWN OF MARGARET

P. O. Box 309  
Margaret, Alabama 35112  
(205) 629-5742 fax:(205) 629-5501  
*DAWN OF A NEW HORIZON*



**Jeffrey Wilson**  
Mayor

**Marelyn Johnson**  
Town Clerk

**Council Members**  
Tim Barrett  
Phyllis Chapman  
Charles Hicks  
Daryl McIntyre  
Jeffrey Venable

## Clerk's Certificate

I, Marelyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 05-719 was adopted by the Mayor and Town Council on July 19, 2005 and that a copy of same was posted at the following three (3) places in the Town of Margaret on July 20, 2005.2004.

Margaret Town Hall

Margaret Post Office

Lee's Country Store

ORDINANCE # 05-1206

Policy on Direct Notice to the Media and Public

Section 1. **Purpose.** The purpose of this policy is to set forth the procedures and policies applicable to all members of the public or media who wish to receive direct notice of meetings held by entities in the Town of Margaret in compliance with the Alabama Open Meeting Act.

Section 2. **Applicability.** Any member of the public or media may request to receive direct notice of meetings held by entities in the Town of Margaret in compliance with the Alabama Open Meeting Act.

Section 3. **Procedure.**

- (a) The Town of Margaret will provide direct notice via e-mail. The Town reserves the right to use alternative methods of notification such as fax, telephone and or mail if e-mail for technical reasons electronic means are not available at the time of notification. Persons who do not wish to receive notification via e-mail may request direct alternative method of notification. Any cost the Municipality will incur using this alternative method of notification must be paid in advance by the person requesting the alternative method of notification.

Fee for Registered Mailing	10.00 each mailing
Telephone	10.00 each call
Fax	10.00 each fax

- (b) Any member of the media or public who wishes to receive direct notice of meetings held by entities in the Town of Margaret that are subject to the Alabama Open Meeting Act must file written application with the Town clerk. Persons wishing to receive direct notice must provide, their name, address and telephone number, and a valid e-mail address. The list of individuals requesting direct notice shall be maintained as a public record by the Town of Margaret.

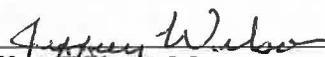
Section 4. **Updating List.** Following application, the applicant's name shall be added to the list of those who shall receive direct notice of all future meetings, provided that notice may not be given for meetings held within one week of the receipts of the application so that the clerk may have time to update the list.

Section 5. **Removal from List.** A person's name may be removed from the list if he or she fails to attend four meetings after notice has been provided. That person may then reapply to receive direct notice by following the procedures set out in this policy. An individual may also be removed if the Town has information that indicates that the e-mail address is no longer valid or that the applicant is not checking his or her messages. Misuse of the e-mail notification in any manner will also result in removal from the list and may constitute grounds to prevent future applicant to receive direct meeting notice by the offending individual.

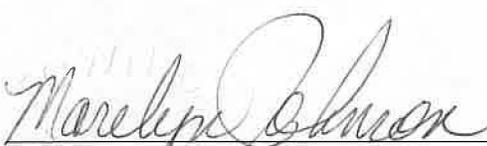
Section 6. **Notice Failure.** The Town of Margaret is not responsible in the event of any notice failure that is not due to a fault of its own.

Section 7. **Validity.** If any section, clause or provision of the ordinance be declared UNCONSTITUTIONAL or held invalid, it shall not affect any other section, clause or provision of this Ordinance.

Adopted and Approved this the 6<sup>th</sup> day of December 2005.

  
\_\_\_\_\_  
Jeffrey Wilson, Mayor

Attest:

  
\_\_\_\_\_  
Marelyn Johnson  
Town Clerk

## Clerk's Certificate

I, Marlyn Johnosn clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 05-1206 was adopted by the Mayor and Town Council on 12-06-05 and that a copy of same was posted at the following three (3) places in the Town of Margaret on December 7 .2005.

Lee's Country Store

Margaret Post Office

---

Margaret Town Hall

---

2006 8757  
Recorded in the Above  
DEED Book & Page  
06-29-2006 11:57:09 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

ORDINANCE # 06-620

WHEREAS ON THE 20 DAY OF June 2006, ALL PROPERTY OWNERS

Bunium Development, Inc, Brian Camp

Of the real property hereinafter described in Exhibit "A", which is attached hereto and incorporated herein Buy reference, did file with the Town Clerk, a petition or petitions asking that the said tracts or parcels of land to be annexed to and became part of the Town of Margaret; and

WHEREAS, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Margaret; and

WHEREAS. The governing body did determine that it is in the public interest that said property be annexed to the Town of Margaret and it did further determine that all legal requirements for annexing said real property have been met, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS;

Section 1. The council of the Town of Margaret, Alabama finds and declares as the legislative body of the Town that it is in the best interest of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of the Ordinance into the Town of Margaret.

Section 2. The boundary lines of The Town of Margaret, Alabama be, and the same are, hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the Town of Margaret, and in addition thereto the following described territory, to-wit: See Exhibit "A" attached hereto and make a part hereof

Section 3. That the property owners shall be responsible for the payment of all fire dues, assessments or other charges, if any, whether previously, incurred, currently owned, or that may become due in the future.

Section 4. This Ordinance shall be published as provided by law and a certified copy of the petition of the property owners shall be filed with the Probate Judge of the County were located.

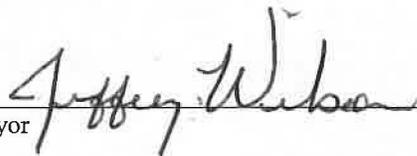
See attached

*Service Station*

Page 2  
Ordinance # 06-620

Section 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3. above.

ADOPTED AND APPROVED THIS THE 20th DAY OF June 2006.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Town Clerk

PETITION FOR ANNEXATION

2006 8759  
Recorded in the Above  
DEED Book & Page  
06-29-2006 11:57:09 AM

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A" attached hereto and made a part hereof.

We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 1 day of June, 2006

By: Brian Development, Inc.  
Brian Camp, Pres.  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA  
 COUNTY OF ST. CLAIR

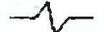
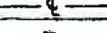
LEGAL DESCRIPTIONS:

COMMENCE AT A 3/4" IRON PIPE MARKING THE NW CORNER OF THE SW1/4-NE1/4 OF SECTION 1, T-16-S, R-1-E, THENCE S00°34'05"W 536.78' TO A POINT, THENCE S89°25'55"E 150.2' TO A 1/2" CAPPED REBAR(LS#21183) MARKING THE INTERSECTION OF THE SOUTHERN R/W OF ST. CLAIR COUNTY ROAD #12 (100' R/W) AND THE EASTERN R/W OF SANIE ROAD (60' R/W) ALSO BEING THE POINT OF BEGINNING, THENCE N25°40'04"E 172.47' ALONG THE SOUTHERN R/W OF ST. CLAIR COUNTY ROAD #12 (100' R/W) TO A 1/2" CAPPED REBAR(LS#21183), THENCE ALONG SAID R/W ALONG A CURVE HAVING A RADIUS OF 5679.64' AND A CHORD BEARING AND DISTANCE OF N25°55'01"E 49.39' TO A 1/2" CAPPED REBAR(LS#21183), THENCE LEAVING SAID R/W S 54°52'31" E 85.52' TO A 1/2" CAPPED REBAR(LS#21183), THENCE S 32°29'35" E 369.88' TO A 1/2" CAPPED REBAR(LS#21183), THENCE S69°51'56"W 300.07' TO A 1/2" CAPPED REBAR(LS#21183) ON THE EASTERN R/W OF SAID SANIE ROAD (60' R/W), THENCE N17°27'17"W 277.37' ALONG SAID R/W TO THE POINT OF BEGINNING. CONTAINING 2.11 ACRES. MORE OR LESS.

SAID PROPERTY BEING SUBJECT TO AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT A 3/4" IRON PIPE MARKING THE NW CORNER OF THE SW1/4-NE1/4 OF SECTION 1, T-16-S, R-1-E, THENCE S00°34'05"W 536.78' TO A POINT, THENCE S89°25'55"E 150.2' TO A 1/2" CAPPED REBAR(LS#21183) MARKING THE INTERSECTION OF THE SOUTHERN R/W OF ST. CLAIR COUNTY ROAD #12 (100' R/W) AND THE EASTERN R/W OF SANIE ROAD (60' R/W), THENCE S17°27'17"E 130.57' ALONG THE EASTERN R/W OF SAID SANIE ROAD (60' R/W) TO A 1/2" CAPPED REBAR(LS#21183) ALSO BEING THE POINT OF BEGINNING, THENCE LEAVING SAID R/W N 73°13'41" E 41.32' TO A 1/2" CAPPED REBAR(LS#21183), THENCE A CHORD BEARING & DISTANCE N 47°47'11" E 97.23' TO A 1/2" CAPPED REBAR(LS#21183), THENCE N 58°33'45" E 119.45' TO A 1/2" CAPPED REBAR(LS#21183), THENCE S 32°29'35" E 60.01' TO A 1/2" CAPPED REBAR(LS#21183), THENCE S 58°33'45" W 120.55' TO A 1/2" CAPPED REBAR(LS#21183), THENCE A CHORD BEARING & DISTANCE S 47°47'11" W 74.79' TO A 1/2" CAPPED REBAR(LS#21183), THENCE S 37°00'32" W 93.62' TO A 1/2" CAPPED REBAR(LS#21183) ON THE EASTERN R/W OF SAID SANIE ROAD, THENCE ALONG SAID R/W N 17°27'17" W 103.73' TO THE POINT OF BEGINNING. CONTAINING .40 ACRES. MORE OR LESS.

LEGEND

	TREE		LINE NOT TO SCALE
	NAIL		FENCE LINE
	CALCULATED POINT, NO PIN SET OR FOUND		CENTER LINE
	CONCRETE MONUMENT		POWER POLE
	CONCRETE MONUMENT WITH DISC		OVERHEAD ELECTRIC LINE
	EXISTING IRON PIN		
	FORTY CORNER		
	RAILROAD SPIKE		
	CAPPED 1/2" REBAR (LS#21183)		
	RAILROAD TRACKS		

DRAWN BY: DSG  
 CHECKED BY: LWW  
 FIELD NOTES: 2006\01 PG: 59  
 SURVEY CREW: JB,MM,DH  
 DISC:  
 SURVEY #: S06-094

06/01/2006 08:45 2006250143 LOWE/CUT REFL 11



# TOWN OF MARGARET

P. O. Box 309  
Margaret, Alabama 35112  
(205) 629-5742 fax:(205) 629-5501  
DAWN OF A NEW HORIZON



**Jeffrey Wilson**  
Mayor

**Marelyn Johnson**  
Town Clerk

**Council Members**  
**Tim Barrett**  
**Phyllis Chapman**  
**Charles Hicks**  
**Daryl McIntyre**  
**Jeffrey Venable**

2006 8761  
Recorded in the Above  
DEED Book & Page  
06-29-2006 11:57:09 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

## Clerk's Certificate

I, Marelyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 06-260 was adopted by the Mayor and Town Council on June 20, 2006 and that a copy of same was posted at the following three (3) places in the Town of Margaret on June 21, 2006.

1. Lee's Country Store

2. Margaret Post Office

3. Margaret Town Hall

Book/Pg: 2006/8757  
Term/Cashier: N RECORDS / SHERRYH  
Trans: 3689.95928.146045  
Recorded: 06-29-2006 11:58:36  
CER Certification Fee 1.00  
P/JF Special Index Fee 5.50  
REC Recording Fee 15.00  
Total Fees: \$ 21.50

*sm*

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Chief Voting Section  
Civil Rights Division  
Room 7254-NWB  
Dept. of Justice  
950 Pennsylvania Ave, NW  
Washington, D.C. 20530

2. Article Number  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Samuel L. Pugh*  Agent  
 Addressee

B. Received by (Printed Name) *Sam L Pugh* C. Date of Delivery *11/17/2006*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

*7001-1140 0002 6161 8846*

June 27, 2006

VIA: CERTIFIED MAIL

CHIEF VOTING SECTION  
CIVIL RIGHTS DIVISION  
ROOM 7254- NWB  
DEPARTMENT OF JUSTICE  
950 PENNSYLVANIA AVENUE NW  
WASHINGTON, D.C.

DEAR SIR:

As required by Section 5 of the Voting Rights Act, I am enclosing for the approval of the Justice Department a copy of Ordinance # 06-620 of the Town of Margaret, Alabama providing for the annexation of land into the Town of Margaret, Alabama. This Ordinance was approved on 06-620 the following us submitted.

- (a) A copy of the ordinance
- (b) Voting will be changed in that this additional territory will be added to the Town. New registered voters will be added to district two.
- (c) The change noted above is readily apparent on the face of the ordinance.
- (d) Marelyn Johnson, Town Clerk, Town of Margaret, 125 School Street  
Margaret, Alabama 35112
- (e) Town of Margaret Town Council
- (f) The Town of Margaret is located in St. Clair County, Alabama. The real estate

Annexed pursuant to the ordinance # 06-62 is also located in St. Clair County, Alabama.

- (g) Town of Margaret Town Council, This Ordinance was accomplished by unanimous petition of all landowners who are contiguous to the Town of Margaret, Alabama, signed a petition requesting annexation to the Town Council of the Town of Margaret, Alabama pursuant to Section 11-42-20, Code of Alabama (1975), The petition was accepted by the Town of Margaret and was adopted which annexed the property into the Town.
- (h)
- (i) The change, which will be added the additional voters as set out herein, will Not be in force until approval is obtained from the Justice Department.
- (j) The change has not yet been enforced or administered.
- (k) The change will affect the entire jurisdiction of the Town of Margaret in the election of the Mayor in that the Mayor is elected at large. However, it will only affect the Council in the district in which the property was annexed by adding none(0) registered voters in that Council district.
- (l) The reason for the annexation was the petition by the property owners whose property was contiguous to the Town of Margaret, Alabama for annexation.
- (m) The members of racial or language minority groups is not affected.
- (n) There is presently no litigation pending concerning the change or any related voting practices and, based upon information and belief, there has been no such past litigation.
- (o) Based upon information and belief, there has been no pre-clearance and the proposed change is not subject to the pre-clearance requirement.
- (p) Attached here to is a copy of the map which shows the land that was annexed.
- (q) 1. The present and expected future use of the annexed land that is

residential.

Page 3

2. There is no anticipated development.
3. All prior annexation subject to the pre-clearance requirement have been submitted for review.

Should you have any questions concerning this correspondence or need additional information please do not hesitate to contact me.

Sincerely,

Marelyn Johnson  
Town Clerk



JKT:MSK:MDS:rah  
DJ 166-012-3  
2006-5201

Ms. Marelyn Johnson  
Town Clerk  
P.O. Box 309  
Margaret, Alabama 35112

Dear Ms. Johnson:  
This refers to the annexation (Ordinance  
of the Town of Margaret in St. Clair County,  
of the 1966 Section 3 of the Voting Rights Act  
not intended



U.S. Department of Justice

Civil Rights Division

JKT:MSR:MDS;jdh  
DJ 166-012-3  
2006-5201

Voting Section - NWB  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

September 6, 2006

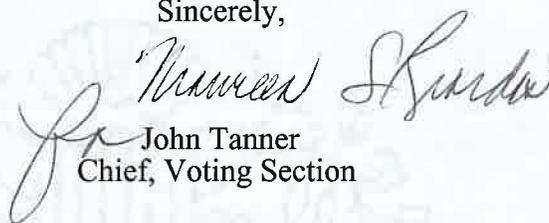
Ms. Marelyn Johnson  
Town Clerk  
P.O. Box 309  
Margaret, Alabama 35112

Dear Ms. Johnson:

This refers to the annexation (Ordinance No. 06-620 (2006)) and its designation to districts of the Town of Margaret in St. Clair County, Alabama, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. 1973c. We received your submission on July 19, 2006.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act (28 C.F.R. 51.41).

Sincerely,

  
John Tanner  
Chief, Voting Section

  
**RECEIVED**  
9-11-06

2006 13663  
Recorded in the Above  
DEED Book & Page  
09-28-2006 10:00:14 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

ORDINANCE # 06-919

WHEREAS ON THE 19 DAY OF September 2006 , ALL  
PROPERTY OWNERS  
Johnnie Harper

---

Of the real property hereinafter described in Exhibit "A", which is attached hereto and incorporated herein  
Buy reference, did file with the Town Clerk, a petition or petitions asking that the said tracts or parcels of  
land to be annexed to and became part of the Town of Margaret; and

WHEREAS, said petition did contain the signatures of all the owners of the described territory  
and a map of said property showing its relationship to the corporate limits of the Town of Margaret; and

WHEREAS. The governing body did determine that it is in the public interest that said property  
be annexed to the Town of Margaret and it did further determine that all legal requirements for annexing  
said real property have been met, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama,  
1975:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
MARGARET, ALABAMA AS FOLLOWS;

Section 1. The council of the Town of Margaret, Alabama finds and declares as  
the legislative body of the Town that it is in the best interest of the citizens of the Town, and the citizens of  
the affected area, to bring the territory described in Section 2 of the Ordinance into the Town of Margaret.

Section 2. The boundary lines of The Town of Margaret, Alabama be, and the  
same are, hereby altered or rearranged so as to include all the territory heretofore encompassed by the  
corporate limits of the Town of Margaret, and in addition thereto the following described territory, to-wit:  
See Exhibit "A" attached hereto and make a part hereof

Section 3. That the property owners shall be responsible for the payment of all fire  
dues, assessments or other charges, if any, whether previously, incurred, currently owned, or that may  
become due in the future.

Section 4. This Ordinance shall be published as provided by law and a certified  
copy of the petition of the property owners shall be filed with the Probate Judge of the County were  
located.

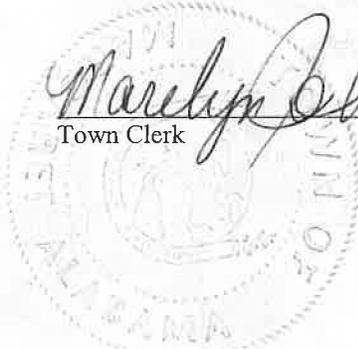
Section 5. The territory described in this Ordinance shall become a part of the corporate limits of the Town of Margaret, Alabama, upon publication of this Ordinance as set forth in Section 3. above.

ADOPTED AND APPROVED THIS THE 19<sup>th</sup> DAY OF September 2006

Jeffrey G. Wilson  
Mayor

Attest:

Marilyn Johnson  
Town Clerk

The seal of the Town of Margaret, Alabama, is circular and features a central emblem with a figure. The text "TOWN OF MARGARET" is written around the top inner edge, and "ALABAMA" is written around the bottom inner edge.

2006 13664  
Recorded in the Above  
DEED Book & Page  
09-28-2006 10:00:14 AM

PETITION FOR ANNEXATION

TO: TOWN OF MARGARET, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the Town Clerk this written petition asking and requesting that our property hereinafter described be annexed to the Town of Margaret, Alabama, under the authority of Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

Said property is described in Exhibit "A: attached hereto and made a part hereof.

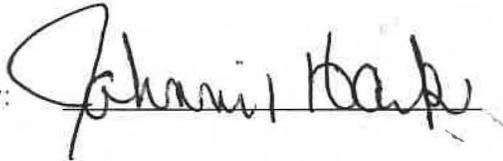
We further certify that said property is contiguous to the Town of Margaret, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the Town Council and Town Clerk give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the Town of Margaret, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 7 day of

Sept, 2006

By:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF MARGARET  
WATER DEPARTMENT  
P.O. BOX 207  
MARGARET, ALABAMA 35112  
TELEPHONE (205) 629-7001

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RIGHT OF ENTRY AGREEMENT

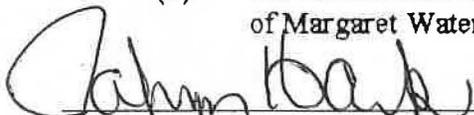
To Whom It May Concern:

Permission is granted to The Town of Margaret Water Department, its agents and contractors to perform certain activities more specifically described as follows:

Installation of water mains and service lines in a field determined easement.

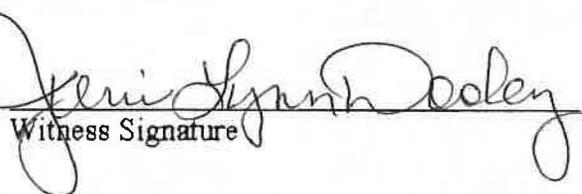
The activities performed on the Premises by The Town of Margaret Water Department are permitted hereunder on the following terms and conditions:

- (1) The Town of Margaret Water Department will leave the construction area consistent with its condition prior to the installation of water mains and service lines.
- (2) Upon completion of this construction, the easement will be 5 feet from the center line of the installed water main.
- (3) All construction activities will be performed in accordance with The Town of Margaret Water Department.

  
By (Property Owners Signature)  
Johnnie Harper

  
Witness Signature

Property Address

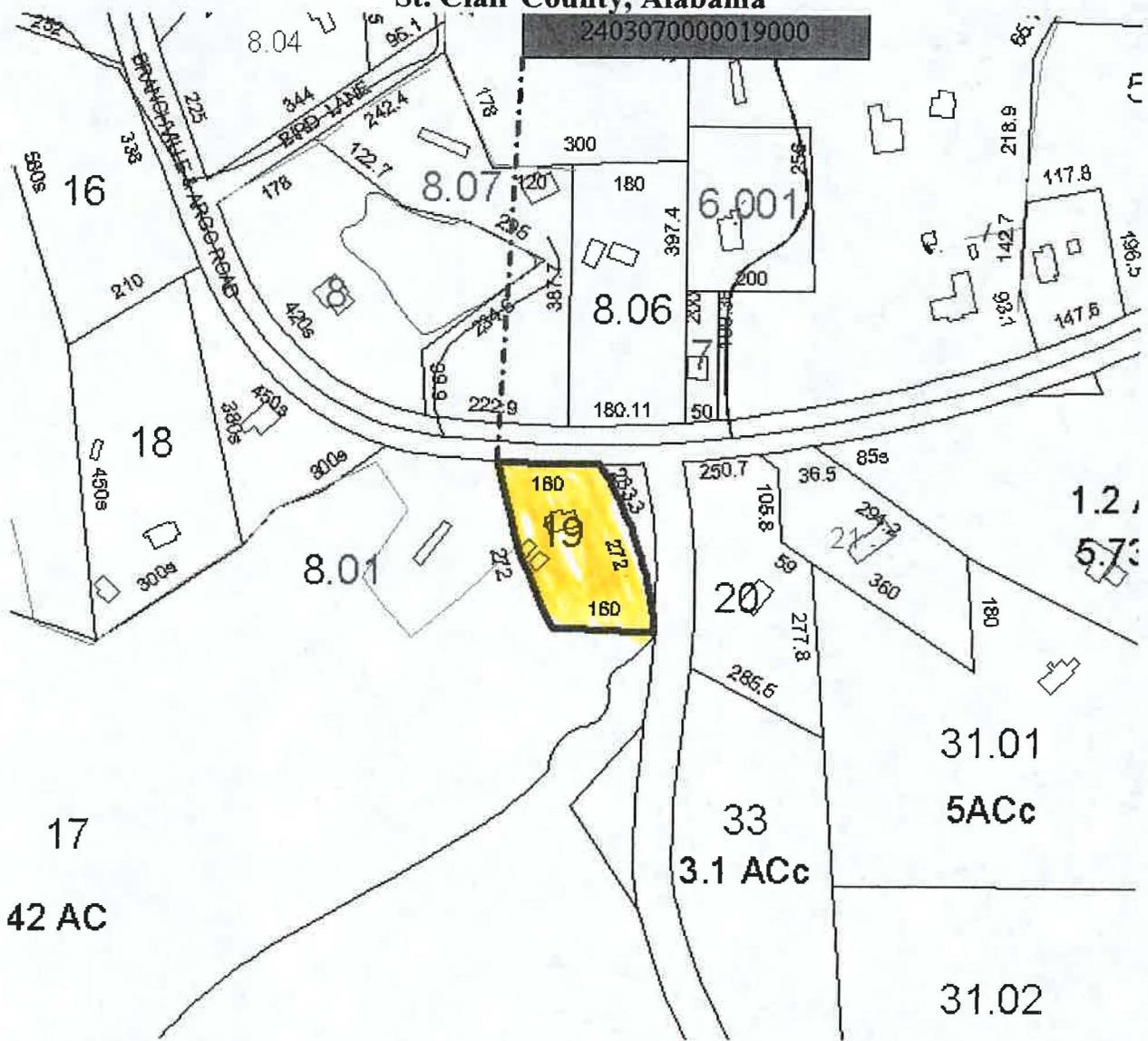
  
Witness Signature

Date

9/7/06

St. Clair County, Alabama

2403070000019000



Copyright 2006

2006 13669  
 Recorded in the Above  
 DEED Book & Page  
 09-28-2006 10:00:14 AM

*already  
 deeded to  
 HPS*

2501120000003001

4 # 35,000.00

24-03-07-0-00-019.02  
/

PREPARED BY:  
TRUSSELL & FUNDERBURG  
1916 First Avenue, North  
Pell City, Alabama 35125

SEND TAX NOTICE TO:  
HPS INCORPORATED  
P.O. Box 518  
Moody, AL 35004

2006 13667  
Recorded in the Above  
DEED Book & Page  
09-28-2006 10:00:14 AM

WARRANTY DEED

STATE OF ALABAMA

2000 6322  
Recorded in the Above  
DEED Book & Page  
10-16-2000 09:13:34 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

ST. CLAIR COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Thirty-

five Thousand and 00/100 (\$35,000.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we,

MICHAEL A. COUPLAND, A MARRIED MAN, (herein referred to as grantor,

whether one or more) grant, bargain, sell and convey unto HPS INCORPORATED

(herein referred to as grantee, whether one or more), the following described real

estate situated in St. Clair County, Alabama, to-wit:

Commence at a point on the southeast right-of-way of the Margaret-Sanie Public Road where said right of way intersects the west or southwest line of a branch that run under said public road in the northeast corner of grantor's property; thence in a southwesterly direction along the southeast right of way of said public road a distance of one hundred and sixty (160) feet to a point; thence in a southeasterly direction and parallel with said branch a distance of two hundred and seventy-two (272) feet to a point; thence in a northeasterly direction and parallel with said public road a distance of one hundred and sixty (160) feet, more or less to a point on the west or southwest line of said branch; thence in a northwesterly direction along said branch a distance of two hundred and seventy-two (272) feet to the point of beginning, being situated in the southeast quarter of the northwest quarter of Section 7, Township 16 South, Range 2 East.

SUBJECT TO:

1. Rights of others thereto entitled in and to the continued uninterrupted flow of the branch traversing the eastern boundary line of subject property.
2. Existing right of way for Margaret-Sanie Public Road.

PROPERTY HEREIN CONVEYED DOES NOT CONSTITUTE ANY PORTION OF THE HOMESTEAD OF THE GRANTOR HEREIN.

TO HAVE AND TO HOLD to the said grantee, its successors and/or assigns forever.

And I do, for myself and for my heirs, executors and administrators, covenant with said grantee, its successors and/or assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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, its

successors and/or assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5<sup>th</sup> day of September, 2000.

*Michael A. Coupland*  
MICHAEL A. COUPLAND

STATE OF ALABAMA  
ST. CLAIR COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL A. COUPLAND, A MARRIED 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5<sup>th</sup> day of September, 2000.

*Cheryl Henderson*  
NOTARY PUBLIC



2000 6323  
Recorded in the Above  
DEED Book & Page  
10-16-2000 09:13:34 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pg: 2000/6322  
Term/Cashier: N RECORD2 / SueP  
Tran: 525.8206.12475  
Recorded: 10-16-2000 09:13:51  
CER Certification Fee 1.00  
DFE Deed Tax 35.00  
PJF Special Index Fee 5.50  
REC Recording Fee 6.00  
Total Fees: \$ 47.50

2006 13668  
Recorded in the Above  
DEED Book & Page  
09-28-2006 10:00:14 AM

2006 13670  
Recorded in the Above  
DEED Book & Page  
09-28-2006 10:00:14 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pg: 2006/13663  
Term/Cashier: N RECORDS / AMYI  
Tran: 3816.100525.153362  
Recorded: 09-28-2006 10:01:20  
CER Certification Fee 1.00  
PJF Special Index Fee 5.50  
REC Recording Fee 24.00  
Total Fees: \$ 30.50

### Clerk's Certificate

I, Marilyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 06-919 was adopted by the Mayor and Town Council on September 19, 2006 and that a copy of same was posted at the following three (3) places in the Town of Margaret on September 22, 2006.

1. Lee's Country Store

2. Margaret Post Office

3. Margaret Town Hall



U.S. Department of Justice

Civil Rights Division

JKT:RPL:ER:par  
DJ 166-012-3  
2006-6424

Voting Section - NWB  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

December 5, 2006

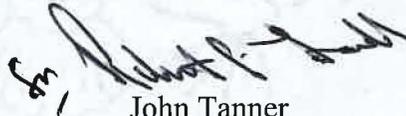
Ms. Marelyn Johnson  
Town Clerk  
P.O. Box 309  
Margaret, Alabama 35112

Dear Ms. Johnson:

This refers to the annexation (Ordinance No. 06-919 (2006)), and its designation to District 2 of the Town of Margaret in St. Clair County, Alabama, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. 1973c. We received your submission on October 10, 2006.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act (28 C.F.R. 51.41).

Sincerely,

  
John Tanner  
Chief, Voting Section



ORDINANCE #06-1017

AN ORDINANCE REGULATING MOBLE HOMES  
WITHIN THE TOWN OF MARGARET, ALABAMA,  
AND IT'S POLICE JURISDICITON

BE IT ORDAINED BY THE TOWN OF MARGARET TOWN  
COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS  
FOLLOWS:

Section 1. Definitions:

(a) Mobile Home: Any mobile home, as defined by the Code of Alabama, 1975 Section 24-5-2, as last amended, a manufactured home as defined, house trailer, travel trailer, camping trailer, or any vehicle or structure so designed to constructed as to permit occupancy, sleeping quarters for one or more persons, or any of the above which are parked for permanent dwelling.

(b). Unit: Mobile Home.

(c). Town of the corporate limits of the Town of Margaret, Alabama and within the police jurisdiction of the Town of Margaret, Alabama.

(d). License: the business license issued by the Town of Margaret, Alabama.

Section 2. Compliance with this ordinance:

(a). Purchase Mobile Home permit at Margaret Town Hall.

(b). Purchase business license to transport mobile home in the town limits of the Town of Margaret.

(c). Purchase business license to set-up mobile homes in the town limits of the Town of Margaret.

(d). All contractors must be state certified, and a copy given to the Town Clerk of the Town of Margaret.

(e). All waste or sewage from kitchen sinks, showers, water closets, laundries, lavatories or other plumbing fixtures shall be wasted into a

sewer connected that has been approved for use of an onsite sewage disposal system from St. Clair County Health Department.

1. The Town of Margaret's Public Works Manager will inspect existing systems.

(f). All manufactured/mobile homes shall be installed according to all the requirements of the Standard Building Code, 1994, Appendix H, or as same may be amended; and these shall be completely within (90) days from the date the manufactured/mobile home is moved in. Such weather resistant material(s) as chosen by the owner or contractor should be painted or coated with some kind of outdoor water resistant paint or primer. All skirting shall be adequately vented.

(g). Manufactured date of mobile homes cannot exceed 10 years.

(1) width minimum fourteen (14) feet

(2) Minimum 800 square feet

(h). Site Requirements:

(1). Front minimum 35 feet from edge of road

(i). Yard requirements

(1) Mobile home to mobile home 75 feet

(j). This ordinance will exclude mobile homes, set up for developers at construction sites.

(k). Driveway requirements: In compliance with Ordinance # 05-1303

#### Section 3. Penalty.

Any person who shall violate any provision of this ordinance or fail to comply with any of the requirements hereof shall, upon conviction thereof be punished by a fine minimum of fifty (\$50.00) and not to exceed five hundred (\$500.00) dollars for each separate offence or violation of this ordinance.

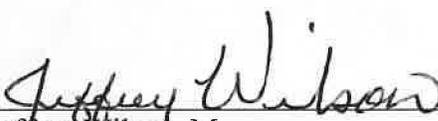
#### Section 4. Effective Date:

This ordinance shall become effective upon its publication.

#### Section 5. Validity

If any part, section or subdivision of the ordinance shall be held unconstitutional or invalid for any reason shall not be constructed to invalidate or impair the remainder of the ordinance, which shall continue in full force and effect nor withstanding such holding.

ADOPTED AND APPROVED THIS THE 12 DAY OF OCTOBER, 2006

  
\_\_\_\_\_  
Jeffrey Wilson, Mayor

Attest:

  
\_\_\_\_\_  
Marelyn Johnson  
Town Clerk

## Clerk's Certificate

I, Marilyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Ordinance # 06-1017 was adopted by the Mayor and Town Council on October 17, 2006 and that a copy of same was posted at the following three (3) places in the Town of Margaret on October 25, 2006.

1. Lee's Country Store

2. Margaret Post Office

3. Margaret Town Hall

ORDINANCE NO. 06-103

WHEREAS, on the 3rd day of October 2006, the owners of the real property Ridgefield Development Corporation and Four Star Group, Inc., hereinafter described in Exhibit "A", which is attached hereto and incorporated herein are desirous of selling the property to the City of Margaret for the city's use as a water tower; and

WHEREAS, the City of Margaret is desirous of securing an adequate location for a water tower; and

WHEREAS, the governing body did determine that it is in the public interest that said property be acquired by the City of Margaret;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARGARET, ALABAMA, AS FOLLOWS:**

The Council of the City of Margaret, Alabama finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City, to purchase the property described in Exhibit "A" upon the terms and conditions set forth therein and therefore, authorizes the mayor to purchase same from Ridgefield Development Corporation and Four Star Group, Inc., authorizes the Mayor to execute any and all documents as are necessary to effectuate the purchase of the property.

ADOPTED this 17<sup>th</sup> day of October, 2006.

CITY OF MARGARET, ALABAMA

By: *Jessie L. Watson*  
Mayor

ATTEST:

*Marilyn Johnson*  
City Clerk

2006 15823  
Recorded in the Above  
DEED Book & Page  
11-16-2006 10:54:36 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

**THIS INSTRUMENT PREPARED BY:**  
**Barnes Tucker & Barnes, PC**  
**8028 Parkway Drive**  
**Leeds, AL 35094**

**Send Tax Notice To:**  
**City of Margaret**

\_\_\_\_\_  
\_\_\_\_\_

**CORPORATION FORM WARRANTY DEED**

STATE OF ALABAMA  
ST. CLAIR COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **TEN DOLLARS (\$10.00)** to the undersigned Grantor, **Ridgefield Development Corporation, An Alabama Corporation** (herein referred to as **GRANTOR**), in hand paid by the **City of Margaret, a municipal corporation** **GRANTEES** herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto **City of Margaret, a municipal corporation** ( herein referred to as **GRANTEES**) real estate situated in St. Clair County, Alabama, to-wit:

**SEE EXHIBIT "A"**

**SUBJECT TO:**

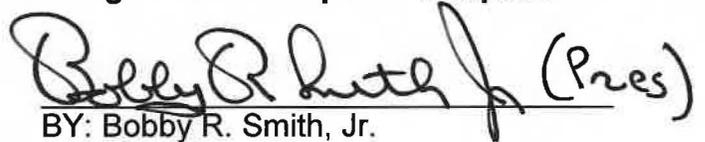
1. Easements, restrictions and rights of way of record
2. The Grantees herein reserve unto themselves that certain license as set out in Exhibit "B" of this conveyance.

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 said Grantee, his, her or 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 stated 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, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor by its President, Bobby R. Smith, Jr. who is authorized to execute this conveyance, hereto set its signature and seal this the 25 day of Oct, 2006.

**Ridgefield Development Corporation**

 (Pres)

BY: Bobby R. Smith, Jr.

STATE OF ALABAMA  
ST. CLAIR COUNTY



I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bobby R. Smith, jr. as President of **Ridgefield Development Corporation**, 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, 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 25 day of oct, 2006



Notary Public

My Commission Expires:

02-07-07

2006 15825  
Recorded in the Above  
DEED Book & Page  
11-16-2006 10:54:36 AM

**EXHIBIT "B"**  
**LICENSE AGREEMENT TO USE STRUCTURE  
FOR ADVERTISEMENT**

Ridgefield Development Corporation and Four Star Group, Inc., hereby establishes and reserves unto itself, its successors and assigns a license to use the outside surface of the water tower to be constructed by the City of Margaret for a period of Fifteen (15) Years from the date of the execution of this conveyance, provided that Four Star agrees to pay Ten Dollars (\$10.00) PER YEAR FOR TEN (10) YEARS and TWO HUNDRED FIFTY DOLLARS (\$250.00) PER YEAR FOR THE LAST FIVE (5) YEARS of the term of this license. Further Ridgefield Development Corporation, and Four Star Group, Inc. agrees to pay any and all additional electrical or utility cost for illuminating said tower for said advertisement. Illumination will be installed either on a pole, on the tank or on the ground at the discretion of Ridgefield Development Corporation and Four Star Group, Inc..

The advertisement shall be tasteful and at all times well maintained and that upon the end of the term of this license the City may at its option remove said advertisement with no further obligation to Ridgefield Development Corporation, and Four Star Group, Inc..

The license established and reserved herein shall include the right but not the obligation to cut and remove trees, undergrowth and shrubbery, to provide an adequate view of the advertisement and the right to enter upon the lands conveyed herein to perform necessary maintenance, repair, and replacement of all advertisement at such reasonable times as approved by the City.

The City shall not obstruct or allow the view of the tower to become obstructed, so as to permit the full and unrestricted use by Ridgefield Development Corporation and Four Star Group, Inc. its successor and assigns of this license reserved herewith.

The new water tower will be divided into four parts, two for the Town and the two facing Brookhaven and Old Acton Road will be for Ridgefield Development Corporation and Four Star Group, Inc.. Ridgefield Development Corporation and Four Star Group, Inc. will bear the cost of the two Town of Margaret's seals to be placed on the new water tower on Old Acton Road. The cost of the Margaret's seal must be mutually agreed upon.

Ridgefield Development Corporation and Four Star Group, Inc., will be responsible for lighting and installation of lighting on the two parts of the water tower facing Brookhaven and Old Acton Road. Ridgefield and Four Star would like a separate power meter placed in order to pay the monthly bill.

2006 15828  
Recorded in the Above  
DEED Book & Page  
11-16-2006 10:54:36 AM

## Clerk's Certificate

I, Marilyn Johnson clerk for the Town of Margaret, Alabama do hereby certify that the foregoing Resolution #06-321 was adopted by the Mayor and Town Council on November 16, 2006 and that a copy of same was posted at the following three (3) places in the Town of Margaret on November 16, 2006.

1. Lee's Country Store

2. Margaret Post Office

3. Margaret Town Hall

( Exhibit A )

2006 15927  
Recorded in the Above  
DEED Book & Page  
11-16-2006 10:54:36 AM

**SURVEYOR'S CERTIFICATE:**

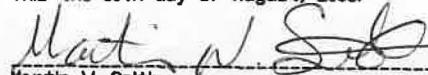
I Martin W. Smith, a licensed surveyor in the State of Alabama, hereby state that I have surveyed the property plotted hereon which is a part of the Northwest quarter of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; that the plat as plotted hereon has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

**DESCRIPTION:**

Begin at a 1.25" pipe, the Northwest corner of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; thence run South 89°13'51" East along said Section line for 944.37 feet to a capped iron pin #22411; thence South 27°53'16" West, 46.69 feet; thence S25°05'04"W, 86.71 feet; thence S21°33'51"W, 80.75 feet; thence S18°04'43"W, 87.94 feet; thence S16°32'23" West, 79.07 feet to the point of beginning of property herein described; thence S73°09'20"E, 135.00 feet to the westerly right of way of Old Acton Road; thence along said road, S17°25'30"W, 80.01 feet; thence continue along said road S18°37'49"W, 80.00 feet; thence N71°08'23"W, leaving said road, 135.00 feet; thence N18°37'39"E, 79.02 feet; thence N17°24'56"E, 76.25 feet to the point of beginning; being a part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama and containing 0.49 acres more or less.

ALSO a 20 foot wide utility easement lying 10 feet on both sides of the following described centerline. Begin at the Northwest corner of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; thence run South 89°13'53" East along said Section line for 1099.68 feet to the westerly right of way of Old Acton Road; thence along said road a chord of S27°46'07", 190.93 feet to the point of beginning of the centerline of said 20 foot wide easement; thence N67°42'31"W and leaving said road, 135.03 feet; thence S21°33'51"W, 80.75 feet; thence S18°04'43"W, 87.94 feet; thence S16°32'23"W, 79.07 feet; thence S17°24'56"W, 76.25 feet; thence S18°37'39"W, 79.02 feet to the end of said easement.

This the 10th day of August, 2006.



\_\_\_\_\_, P.L.S.  
Martin W. Smith  
Alabama Registration No. 22411

11 12

14

NW Corner  
S. 13, T16S, R1E  
Fd. 1.25" Pipe

N 89°13'51" W 1099.68'

944.37'

S27°53'16"W  
46.69'

LOT 42

LOT 41

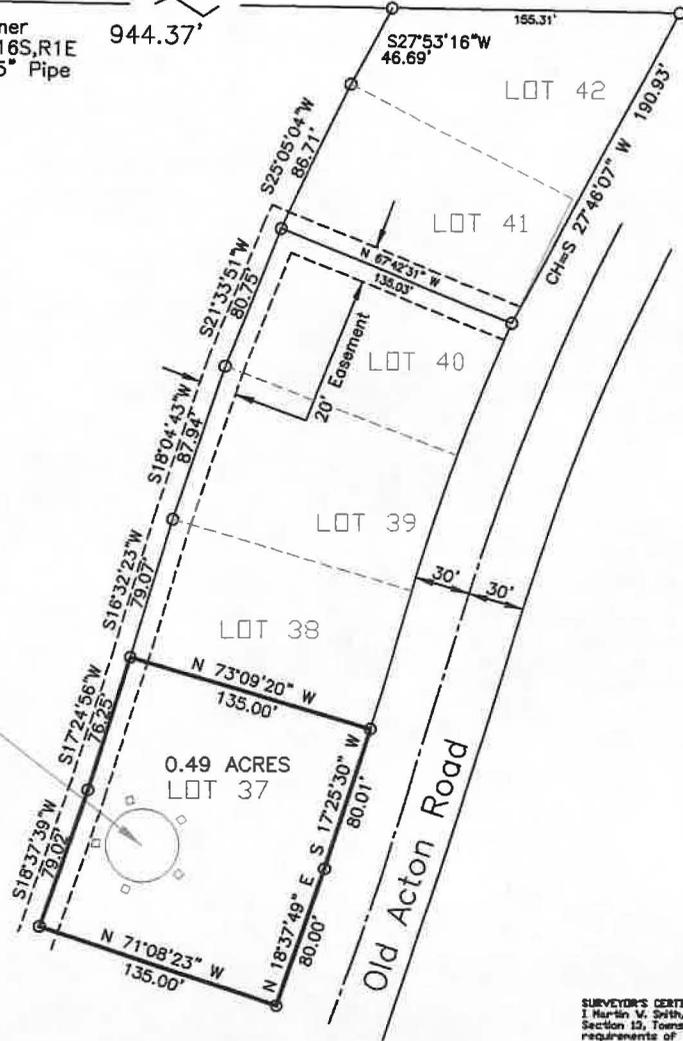
LOT 40

LOT 39

LOT 38

0.49 ACRES  
LOT 37

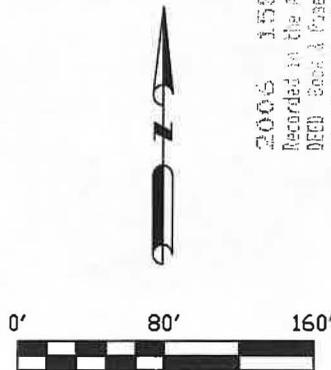
Proposed  
Water Tank



### TOWN OF MARGARET, WATER TOWER SITE

NOTE: All corners are Capped Rebars #22411 unless noted on the survey.

2006 15629  
Recorded in the Above  
DEED Book & Page  
11-18-2006 1045436 BH  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Page 2006/15629  
Term/Owner: A RECORDS / ANYI  
Tract: 383310219.157046  
Recorded: 11-18-2006 10455246  
CAR Certification Fee  
P&F Special Index Fee  
REP Recording Fee  
Total Fees: \$ 27.50



#### SURVEYOR'S CERTIFICATE

I, Martin W. Smith, a licensed surveyor in the State of Alabama, hereby state that I have surveyed the property plotted hereon which is a part of the Northwest quarter of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; that the plat as plotted hereon has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

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This the 10th day of August, 2006.

*Martin W. Smith*  
Martin W. Smith  
Alabama Registration No. 22411

P.L.S.



PREPARED FOR  
TOWN OF MARGARET  
c/o ISAAC HOWARD

SURVEYOR'S SEAL

**FOUR STAR LAND SURVEYING, LLC**  
Land Surveyors and Construction Staking

205-640-8749  
FAX: 205-640-6665

Margaret Water Tower Site  
Margaret, AL

200 Maple Lane  
Branchville, AL 35120

100 Maple Lane  
Branchville, AL 35120

DRAWN: M.SMITH  
CHECKED: MWS  
REVISED:  
DATE: 08-11-2006  
SHEET TITLE  
Water Tower  
Plat

DRAWING  
N:\Projects\Subdivisions\Acton\_Margaret\Water\_Tower.dwg

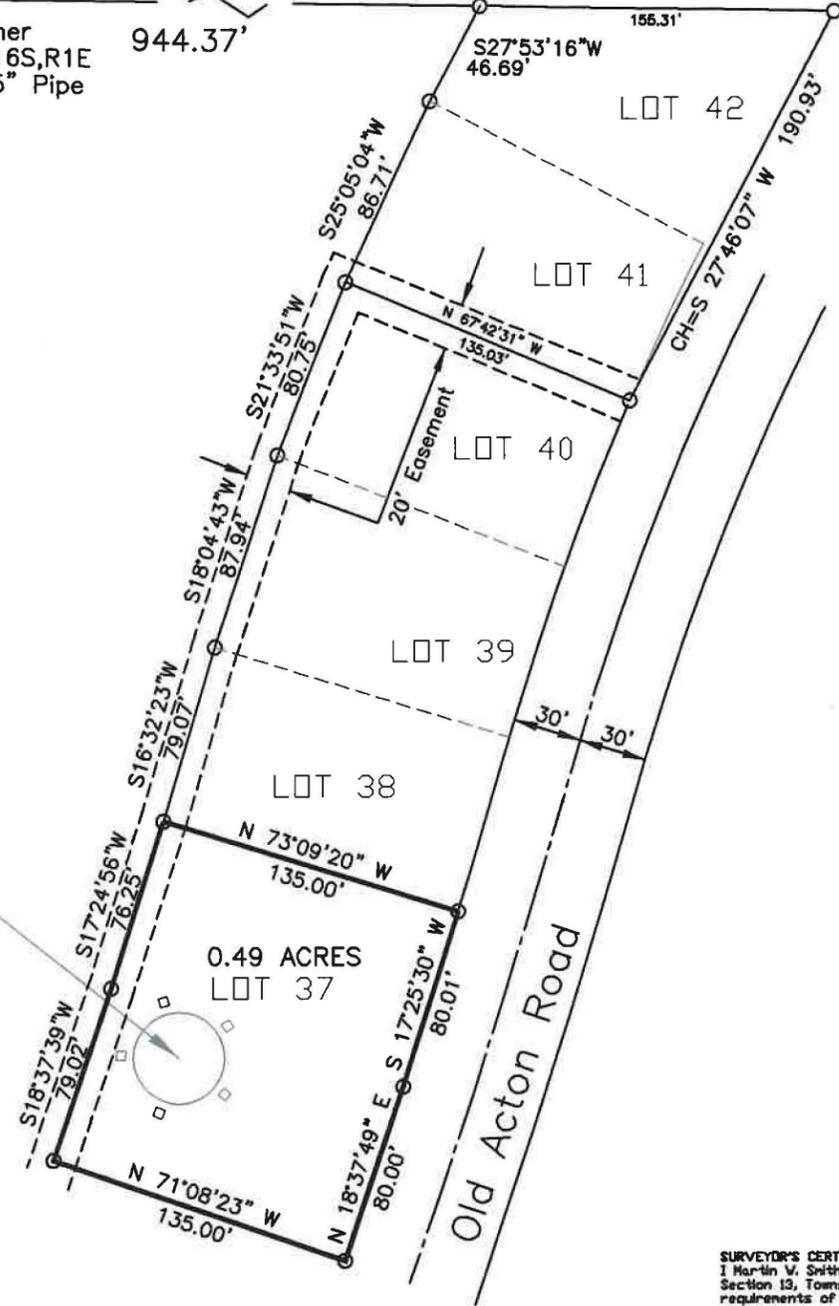
SHEET 1 OF 1

11 12

14 NW Corner  
S. 13,T16S,R1E  
Fd. 1.25" Pipe

N 89°13'51" W 1099.68'

944.37'



2006 159  
 Record of Survey  
 2006 159  
 1-1-06 2006-08-01  
 Value Subject to Public Jurisdiction  
 St. Clair County, Alabama  
 Book/Pg# 2006/159  
 Term/Instrument # 2006003 / 159  
 Tract 2006 159  
 Recording Office: 11-11-06 11:55:00  
 CDR / Certification Exp  
 PVE Special Survey Fee  
 S&L Recording Fee  
 Total Fees: \$ 17.50



TOWN OF MARGARET, WATER TOWER SITE

NOTE: All corners are Capped Rebars #22411 unless noted on the survey.

**SURVEYOR'S CERTIFICATE:**  
 I Martin W. Smith, a licensed surveyor in the State of Alabama, hereby state that I have surveyed the property plotted hereon which is a part of the Northwest quarter of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; that the plat as plotted hereon has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

**DESCRIPTION:**  
 Begin at a 1.25" pipe, the Northwest corner of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; thence run South 89°13'51" East along said Section line for 944.37 feet to a capped iron pin #22411; thence South 27°53'16" West, 46.69 feet; thence S25°05'04"W, 86.71 feet; thence S21°33'51"W, 80.75 feet; thence S18°04'43"W, 87.94 feet; thence S16°32'23" West, 79.07 feet to the point of beginning of property herein described; thence S73°09'20"E, 135.00 feet to the westerly right of way of Old Acton Road; thence along said road, S17°25'30"W, 80.01 feet; thence continue along said road S18°37'49"W, 80.00 feet; thence N71°08'23"W, leaving said road, 135.00 feet; thence N18°37'39"E, 79.02 feet; thence N17°24'56"E, 76.25 feet to the point of beginning; being a part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama and containing 0.49 acres more or less.  
 ALSO a 20 foot wide utility easement lying 10 feet on both sides of the following described centerline. Begin at the Northwest corner of Section 13, Township 16 South, Range 1 East, St. Clair County, Alabama; thence run South 89°13'53" East along said Section line for 1099.68 feet to the westerly right of way of Old Acton Road; thence along said road a chord of S27°46'07", 190.93 feet to the point of beginning of the centerline of said 20 foot wide easement; thence N67°42'31"W and leaving said road, 135.03 feet; thence S21°33'51"W, 80.75 feet; thence S18°04'43"W, 87.94 feet; thence S16°32'23"W, 79.07 feet; thence S17°24'56"W, 76.25 feet; thence S18°37'39"W, 79.02 feet to the end of said easement.



This the 10th day of August, 2006.  
 Martin W. Smith  
 Martin W. Smith P.L.S.  
 Alabama Registration No. 22411

PREPARED FOR  
 TOWN OF MARGARET  
 c/o ISAAC HOWARD

SURVEYOR'S SEAL

FOUR STAR LAND SURVEYING, LLC  
 Land Surveyors and Construction Staking

205-640-5749  
 205-640-6665

Margaret Water Tower Site  
 Margaret, AL

200 Maple Lane  
 Branchville, AL 35120  
 100 Maple Lane  
 Branchville, AL 35120

DRAWN: M. SMITH  
 CHECKED: MWS  
 REVISED:  
 DATE: 08-11-2006  
 SHEET TITLE: Water Tower Plat

DRAWING  
 H:\Projects\Subdivisions\...  
 --Acton Meadows\Addition\...  
 --Water\_Tower.dwg

SHEET 1 OF 1

ORDINANCE NO. 4401

AN ORDINANCE TO FURTHER PROVIDE FOR THE RESTRAINT AND CONTROL OF DOGS IN THE TOWN OF MARGARET, ALABAMA;

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MARGARET, ALABAMA AS FOLLOWS:

SECTION ONE: DEFINITIONS.

AT LARGE: A dog shall be deemed to be at large when it is not under restraint by its owner or a competent person having charge or control of it or when it is not confined within a wall, fence, vehicle or other enclosure in such a manner as to effectively prevent it from escape.

TOWN: The Town of Margaret, Alabama

DOG: All members of the canine family.

OWNER: The term owner shall mean and include any person, group of persons or corporation having a right of property in a dog, or who has care of it or acts as its custodian, or who keeps it, allows it food and refuge on or about premises occupied by such person or persons or who harbors it in any manner.

UNDER RESTRAINT: A dog shall be deemed to be under restraint when it is controlled by a leash, cord, chain or similar means in the hands of the owner or a competent person having charge or control of the dog or when it is tethered in a human manner so as to remain upon private premises and in the presence of the owner of such competent person.

SECTION TWO ENFORCEMENT

The provision of this chapter shall be enforced by the Town of Margaret, Alabama.

SECTION THREE: VACCINATION REQUIRED

It shall be unlawful for the owner or any person to possess, keep or harbor in the Town any dog over three (3) months of age which has not been vaccinated against rabies within the preceding twelve (12) months and tagged as required by Section 107 and 108, Title 22, Code of Alabama.

It shall be unlawful for any owner or harbinger of a dog not to provide for his animal;

- (a) sufficient quantity of good and wholesome food and water
- (b) proper protection and shelter from the weather
- (c) veterinary care when needed to prevent suffering; and
- (d) humane treatment

SECTION SIX: TAKING OR CAUSING ESCAPE

It shall be unlawful got anyone to take a dog from the confinement or restraint of its owner or of the person in charge or control of it or to cause a dog to escape from such confinement or restraint without specific permission therefor from the owner or person in charge or control of the dog.

SECTION SEVEN: NUISANCE BARKING AND HOWLING

It shall be unlawful for the owner of a dog to suffer or permit, on his lot or premises, the loud and frequent or continued barking, howling, or yelping of any dog as to annoy and disturb the neighbors.

SECTION EIGHT: PENALTIES

Any person violating any of the provisions of this ordinance shall be required to pay a penalty to the town clerk as follows:

- 1st offense in a calendar year .....\$10.00
- 2nd offense in a calendar year.....\$20.00
- 3rd offense in a calendar year.....\$30.00
- 4th offense in a calendar year.....\$200.00

SECTION NINE: FAILURE TO COMPLY

Any person who fails to comply with the provisions of this ordinance shall be summoned to appear before the Municipal Judge, as provided by Supreme Court Rule, and shall upon

Page 3

ordinance # 4401

SECTION ELEVEN: This ordinance shall become effective upon passage, approval and publication as required by law.

ADOPTED AND APPROVED THIS THE 5<sup>th</sup> DAY OF April  
2001.

Jeffrey H. Wilson  
Mayor

attest:

Marilyn Johnson  
Town Clerk