

COPY OF Final
SOUTHEAST SHELBY EMERGENCY MEDICAL SERVICES DISTRICT

STATE OF ALABAMA)
COUNTY OF SHELBY)

We, the undersigned, all being qualified electors residing within the boundaries of the proposed district to be known as the SOUTHEAST SHELBY EMERGENCY MEDICAL SERVICES DISTRICT, said proposed district territory being more particularly described as follows:

METES and BOUNDS

Starting at NE Boundary on Coosa River:

Begin at the Southwest corner of Section 22, T20S, R2E and proceed North to the centerline of the Coosa River and the Shelby County – Talladega County line and run generally in a Southerly direction along the line of demarcation of said counties to the Southeastern most point in Shelby County and the Shelby County – Coosa County – Chilton County boundary line. Thence run generally in a North Westerly direction along the line of demarcation of Shelby County and Chilton County to the intersection of said boundary line and Section 7, Township 24 N, Range 15 E; thence run West along the said demarcation line to the point of intersection thereof with the Southwest corner of the SE ¼ of Section 8, Township 24N, Range 14 E.

West Boundary starting at Chilton County:

thence turn right and run North along the West boundary of the E ½ of said section to the NE corner of the SW ¼ of the NE ¼ of said Section 8. Thence run East along the North line of said ¼ - ¼ section and turn left and run north along the West line of the E ½ of the NE ¼ of said section, thence turn right and run East along the North line of the E ½ of the NE ¼ of said Section to the Northeast corner of Section 8, Township 24 N, Range 14 E. Thence run North along Western line of Section 4 to intersection of said line with Southern boundary of Section 19, Township 22S, Range 1W. Thence run East along Southern line of said section to the south end of the E ½ of said section, then run North along the West line of the East ½ of said section, thence turn East along the South line of the NW ¼ of the NE ¼ of said section, then turn North along the West line of the of the E ½ of the NW ¼ of the NE ¼ of Section 19, thence turn East along Horton Loop to intersection of County Road 86, proceed to the eastern right-of-way of County Road 86, thence proceed Northwesterly along said right-of-way for a distance of 155 feet, thence turn Northeasterly for a distance of 268.18 feet to the intersection of the West line of the East half of the NE ¼ of Section 19, T22S, R1W.

Thence turn North along the West line of the East half of the NE ¼ of Section 19, T22S, R1W to the NW corner of the NE ¼ of the NE ¼ of said section. Thence run East along the Northern line of Sections 19 and 20, T22S, R1W to the Northwest corner of the NW ¼ of the NE ¼ of Section 20, T22S, R1W. Thence run South to the Southwest corner of said ¼ - ¼ thence run East to the Southeast corner of said ¼ - ¼ thence run North to the Northeast corner of said ¼ - ¼. Thence run North along the Western line of the E 1/2 of the SE ¼ of Section 17, T 22S, R1W to the Northwest corner of said ¼ - ¼ thence run East to the Northeast corner of said ¼ - ¼ of Section 17. Thence continue East along the Northern line of the W ½ of the SW ¼ of Section 16, T 22S, R1W to the intersection of County Road 42.

Thence proceed in a Northwesterly direction along County Road 42 to the intersection of the South line of the NE ¼ of NE ¼ of Section 17, T22S, R1W, thence proceed West to the SW corner of the NW ¼ of the NE ¼ of said section. Thence proceed South along the Eastern line of the W ½ of said section to the northern ROW of CSX RR, thence proceed West along said ROW to a point 550(S) West of the East Line of the NW ¼ of the SE ¼ of Section 18, T22S, R1W.

RR turn north:

Thence proceed in a northwesterly direction 474.04 feet thence northwesterly direction 447.14 thence proceed in a westerly direction to the NW corner of the NE ¼ of the SW ¼ of Section 18, T22S, R1W, thence proceed North along the E line of West half of the NW ¼ of said section, thence proceed to the NW corner of the NE ¼ of the NW ¼ of said section. thence proceed East along the North line of S18, T22S, R1W to a point 180.75 feet West of the intersection of Section 18 and 17 thence proceed South 59 feet thence proceed East 180.75 feet thence proceed North 59 feet to NW corner of S17, T22S, R1W thence proceed East to the SE corner of the SW ¼ of the SW ¼ of S8, T22S, R1W, thence proceed North to the NE corner of said ¼ - ¼ thence proceed West 328 feet, thence proceed Northeasterly 106 feet thence proceed North 178.39 feet, thence turn East 250 feet to intersection of Western line of the NE ¼ of the NW ¼ of said section. Thence proceed North to the Northwest corner of said ¼ - ¼ then proceed East to the Northeast corner of said ¼ - ¼ and thence proceed to the Southeast corner of said ¼ - ¼. Then

proceed East to the Southeast corner of the NW ¼ of the SE 1/4, then proceed North to the Northwest corner of the NE ¼ of the NE 1/4 of S8, T2S, R1W.

Thence proceed West to intersection of centerline of Camp Branch Creek thence proceed Northwesterly along the centerline of said creek to the intersection of Alabama Highway 25, thence proceed Northwesterly along the centerline of said creek 2810 feet, thence turn Easterly to the intersection of the Eastern right-of-way of Shelby Springs Road, thence proceed northwesterly to the centerline of Camp Branch Creek, thence proceed along said centerline of Camp Branch Creek to a point 903.53 feet East of the western line of S31, T21S, R1W. Thence proceed West to a point 500.15 feet north of the SW corner of said section along the western boundary line of said section.

Check just above for lines around Camp Branch Creek.

Thence proceed North along Western boundary line of Sections 31 and 30, T21S, R1W, to the intersection of Alabama Highway 70 thence proceed North along Western boundary line of Sections 30 and 19, T21S, R1W, to the SE corner of Section 13, T21S, R2W. Thence proceed West along the Southern line of Section 13, 330 feet, thence proceed South 1,318 feet to the intersection of the Southern line of the NE ¼ of the NE ¼ of S24, T21S, R2W, thence proceed West along said line to the SW corner of the NW ¼ of the NE ¼ of said section. Thence proceed North to NW corner of said ¼ - ¼ section. Thence proceed West along the Southern line of Section 13, T21S, R2W to the SW corner of said section. Thence proceed West along the Northern line of Section 23, T21S, R2W 1,302 feet, thence proceed South 1,373 feet, then proceed West 1168 feet, thence proceed South 330 feet. Thence proceed West 1,245 feet, then proceed North 333 feet, then proceed general in a Westerly direction 1,510 feet to the SW corner of the W ½ of the NW ¼ of the NW ¼ of Section 23, T21S, R2W. Thence proceed North along the West line of Sections 23, 14, 11 and 2, T21S, R2W to the NW corner of Section 2, T21S, R2W. Thence proceed North along the Western line of S35, T20S, R2W to the NW corner of said section.

Thence proceed East along northern line of Sections 35 and 36 to the NE corner of S36, T20S, R2W, thence proceed along the Northern line of Sections 31, 32, 33 and 34 to the NE corner of S34, T20S, R1W. Thence proceed North along the west line of S26, T20S, R1W 1245 feet, thence proceed East to the west right-of-way of County Road 47, thence proceed North along the west right-of-way of said road 1180 feet, thence turn West to the west line of said section, thence turn North 1600 feet, then turn East 900 feet, thence turn South 500 feet, thence turn East 400 feet, thence turn South 2160 feet, thence turn East 2030 feet, thence turn North 1320 feet, thence turn East to the SW corner of the NW ¼ of S25, T20S, R1W. (duplicate here and next paragraph for info).

NO Fire/Chelsea location North ESZ 2002/3270204, going past this area East:

Beginning at the SW corner of the NW ¼ of S25, T20S, R1W, thence proceed North to the NW corner of said section, thence proceed East along Northern line of said section 2,850 feet, thence proceed North 117 feet, thence proceed West 156 feet, thence proceed North along the Western line of the E ¼ of said section to intersection with unnamed County Road, thence proceed Northeasterly along Southern edge of unnamed County Road to intersection of Crenshaw Road thence proceed Northwest along Northern edge of Crenshaw Road to intersection of the Western line of the E ¼ of said section, then proceed North along the Western line of the E ¼ of said section to intersection of southern line of Section 13, T20S, R1W. Thence continue North to intersection with centerline of North Fork of Yellowleaf Creek. Continue in a westerly direction to the intersection of said centerline of said creek and the Western line of S18, T20S, R1E. Thence continue south along said line to NW corner of NW ¼ of SW ¼ of S18, T20S, R1E. Thence proceed East along north line of southern half of S18, T20S, R1E to the intersection of the SW corner SE ¼ of the NE ¼ of said section. Thence proceed North 1475 feet, thence proceed East 550 feet, thence proceed South 137 feet, thence proceed southeasterly 612 feet to the intersection of the north right-of-way of County Road 109, thence proceed along north right-of-way of said road to the intersection of said right-of-way and western line of S17, T20S, R1E, thence proceed North to NW corner of the SW ¼ of the SW ¼ of Section 8, T20S, R1E.

Thence proceed East along northern line of said ¼ - ¼ to the NE corner of said ¼ - ¼ thence proceed South along eastern line of said ¼ - ¼ to the SE corner of said ¼ - ¼ in S8, T20S, R1E. Thence proceed East along northern line of NE ¼ of the NW ¼ of S17, T20S, R1E to the NE corner of said ¼ - ¼. Thence proceed South along said ¼ - ¼ to the SE corner of said ¼ - ¼. Thence proceed East to the intersection of the eastern right-of-way of County Road 55, thence proceed in a Southeasterly direction to the intersection of County Road 55 and Page Creek Road, thence proceed East along north right-of-way of Page Creek Road to the intersection of the western line of S16, T20S, R1E, thence proceed North 400 feet, thence proceed in a Northeasterly direction to the intersection of the western right-of-way and the Unnamed Access Road and the northern boundary of said section, thence proceed East along said northern boundary line of Sections 16 and 15 to the NE corner of Section 15, then proceed North along the western boundary of Section 11, T20S, R1E to the NW corner of said section.

Thence proceed Northeasterly to the SW corner of NE ¼ of the NE ¼ of S2, T20S, R1E. Thence proceed North along western line of said ¼ - ¼ to the NW corner of said ¼ - ¼. Thence proceed East along northern boundary of Sections 2 and 1 to the NE corner of Section 1, T20S, R1E. Thence proceed South along eastern boundary line of Sections 1, 12, 13 and 24 to the SW corner of the NW ¼ of Section 19, T20S, R2E. Thence proceed East along Southern line of Northern half of said section to the intersection of Section 20, T20S, R2E. Thence continue East along Southern line of Northern half of said section to the SW corner of the NE ¼ of S20, T20S, R2E, thence proceed North 128.45 feet thence turn East to the intersection of the centerline of HWY 25. Thence proceed Southeasterly along the centerline of HWY 25 to the southern line of the NW ¼ of the NW ¼, S28, T20S, R2E, thence proceed East along said line to the SE corner of said ¼ - ¼, thence proceed North along east line of said ¼ - ¼ to the NE corner of said ¼ - ¼. Thence proceed East along the north line of S28, T20S, R2E to point of beginning.

Less and except any properties within the corporate limits of the City of Chelsea, a municipal corporation, the City of Columbiana, a municipal corporation, or the Town of Wilsonville, a municipal corporation, and those certain properties recorded in deed book 329 at page 447, RB 138 at page 915, Shelby County Document #20191220000472180 recorded on 12/20/2019.

acting under the authority of and in pursuance of the provisions of ACT. No 62, Acts of Alabama, 1977 First Special Session, as amended on July 18, 1979 by Act No. 79-369, Acts of Alabama, as amended on May 25, 1999, by Act No. 99-245, Acts of Alabama, hereby file this petition, and respectfully request the Probate Judge of Shelby County, acting under the authority of and in pursuance of the provisions of Act No. 62 Acts of Alabama, 1977 First Special Session, as amended on July 18, 1979, by Act No. 79-369, Acts of Alabama, and as further amended on May 28, 1992, by Act No. 82-663, Acts of Alabama, and further amended on May 25, 1999 by Act No. 99-245, Acts of Alabama, hereby file this Petition, and respectfully request the Probate Judge of Shelby County, Alabama, to call an election in accordance with the provisions of said Act No. 62 as so amended on the following questions:

1. Shall there be created for the above described area a District for Emergency Medical Services?
2. Shall the following schedule of service charges for establishing and maintaining the District, as provided for establishing and maintaining in the District, as provided for by Section 12 of said Act No. 62, as last amended, be applied within the district?
 - A. Subject to the herein below stated limitations on smaller, vacant parcels of land, a service charge of \$50.00 per year, (which year shall commence on the first day of October and end on the last day of September of each consecutive year hereafter), shall be levied upon and collected from each person owning non- commercial property within the District, with co-ownership or joint ownership of such property being considered one ownership, and with contiguous parcels (if owned by the same person or persons) also being considered one property unit, provided that the total of such parcels does not exceed 100 acres, with an additional \$25.00 annual charge being due from each property owner (or owners) for each tract, or fractional part thereof, in excess of 100 acres, provided however, that the total amount of such

charges shall not exceed the sum of \$250.00 per year to any one ownership of such non-commercial property, regardless of the total acreage owned.

Any parcel of land of any size, not exceeding 100 acres, occupied by the owner or owners thereof as his, her or their residence, or on which a dwelling house, mobile home or other structure suitable for human habitation is maintained for a total period in excess of three months during any year, as hereinabove defined, shall be subject to a service charge of \$80.00 per year. If the tract on which said dwelling house or other structure, as hereinabove specified, exceeds 100 Acres, the owner or owners thereof shall owe an additional charge of \$25.00 for each 100 acre tract, or fractional part thereof, in excess of 100 acres, with the maximum amount of \$250.00 as hereinabove provided. Any parcel of land of any size with a structure suitable for human habitation maintained for three months or less during any year shall be subject to the same charges stated above for a vacant parcel of land.

Each separate ownership actually occupied by the owner or owners thereof as his, her or their legal residence in any condominium building located within the district shall be considered non-commercial property subject to the annual fee of \$80.00.

Each apartment in any residential apartment house located within the district shall be considered non-commercial property subject to the annual fee of \$80.00.

Mobile homes and house trailers and or campers occupied by the property owner or owners or by members of his, her or their immediate family shall be classified as non-commercial property subject to the service charge of \$80.00 per year.

The owner or owners of the realty upon which any mobile home or house trailer is located and rented to or occupied by any person, firm or corporation not a member of the immediate family of the owner or owners of the realty upon which such mobile home or house trailer is located shall pay \$80.00 per year, for each home or house trailer located on the realty, regardless of the ownership of the mobile home or house

trailer, the said service charge being a charge directly upon the realty itself, and constituting a lien upon the realty, as hereinabove provided.

B. Service charge of six cents (\$0.06) per square foot, but in no event less than \$80.00 per year, shall be levied upon any and all buildings, structures and enclosures used for commercial purposes within the district. Commercial structures shall include stores, restaurants, service stations, automobile repair garages and shops, greenhouses, nurseries, office buildings, research centers, manufacturing and assembly plants, sales office, boat landings, airports, night clubs, dance parlors, warehouses, cabinet shop, printing shops, quarries, and all other premises not occupied by the property owner for strictly residential purposes only. In those cases in which living quarters on the property shall be considered commercial property, but a service charge of only \$80.00 per year shall be applied to that portion of said premises actually used and occupied for residential purposes, with the remainder of such structure being subject to the commercial service charge hereinabove set forth.

All Church properties exempt from State and County property taxes shall be exempt from the above service charge.

C. An Amount equal to one-twelfth (1/12) of the annual fee, times the remaining number of months to the end of the next fiscal year calculated to the next highest even dollar for any new service to be added. Service charges for new construction shall commence when a structure is roofed in.

D. No fee shall be assessed for entering appeal. Once a request for appeal has been filled, the Trustees shall notify and obtain agreement from the user of the services, as to a mutually satisfactory date for the appeal hearing, not sooner than ten (10) days from the date of reaching such agreement. An Appeal must be requested within thirty (30) days of the original billing for the service. The trustee's decision shall be final.

E. A late payment fee of \$30.00 shall be added to all service charges not paid within three months of the date of billing for such charges.

- F. The property owner shall be liable for all costs involved in enforcing collection, including a reasonable attorney's fee, and under foreclosure proceedings would be liable for interest at maximum legal rates in the event property owner should pay off the debt within three years and recover possession. After three years, all rights of the property owner in the property would be extinguished.
- G. Failure to pay charges subject to a late payment fee shall empower the Trustees to establish liens against the property, and continuing disregard for demands for payment will result in the establishment of foreclosure proceedings.
- H. So long as any Federal Government financing of the District is in force, attempts to improperly evade the payment of established rate charges may cause the Trustees to request the Federal Government to institute charges for fraud against the land owner.
- I. Unless the District is notified of another address for mailing purposes, bills delivered to the property shall be deemed to have been delivered to the owner of the property, whether or not the owner provides mailboxes for the receipt of such mail.
- J. The Board of Trustees shall have the right, exercisable after a hearing, but in their sole discretion, to waive current charges if any property owner is found to be indigent in the opinion of the Trustees.
- K. The service charges specified in paragraphs A, B, C above and as may henceforth be amended in accordance with provisions of Act No. 62, Acts of Alabama, 1977, First Special Session, and as amended on July 18, 1979, by Act no. 79-369, Acts of Alabama, as amended on May 28, 1982, by Act No. 82-663, Acts of Alabama, as further amended on May 25, 1999 by Act No. 99-245, Acts of Alabama, shall be a personal obligations of the owner or owners of the property served by the system, and shall constitute a lien against said property in favor of the district, which lien shall be enforceable by sale

there of in the same manner in which the foreclosure of a municipal assessment for public improvements is authorized.

- L. The property and income of the District, all bonds issued by the District, the income from such bonds, conveyances by or to the District, and leases, mortgages and deeds of trust by or to the District shall be exempt from all taxation in the State of Alabama, including specifically the tax imposed by Section 40-21-82 of the Code of Alabama 1975, as amended. The District shall be exempt from all taxes levied by any county, municipality, or other political subdivision of the state, including, but without limitation to license and excise taxes imposed in respect of the privilege of engaging in any of the activities in the district. The District shall not be obligated to pay or allow any fees, taxes or cost to the judge of probate of any county in respects of its incorporation, the amendment of its certificate of incorporation, or the recording of any document.

- M. The herein below named Interim Trustees hereby certify that all revenues derived from the above and foregoing service charges, if any, hereafter imposed, shall be used for the expense of maintaining and establishing the District including the interest and maturities on all outstanding debts of the District and for the purchase, procuring and maintenance of additional equipment, Staffing and facilities so as to best serve the needs of the District.

- N. The Following named individuals shall be elected as Interim Trustees of the District to serve until an election can be held in accordance with the applicable provisions of Act No.62, Acts of Alabama, 1977, First Special Session, as amended on July 18,1979, by Act No.19-369, Acts of Alabama, as amended on May 18,1982 by Act.No.82-663, Acts of Alabama and again amended on May 25,1999 by Act No. 99-245, Acts of Alabama.

- O. The Interim Trustees Shall be: Chuck Payne, Mike Gannon, Chris Peters, Mike Scroggins, Mindy Nash.

Upon the approval of this petition in the manner provided by law, SOUTHEAST SHELBY EMERGENCY MEDICAL SERVICES DISTRICT shall constitute a public corporation, with all and the same powers set forth in Section 11 of Act No.62, Acts of Alabama, 1977, First Special Session, as amended on July 18,1979, by Act No.19-369, Acts of Alabama, as amended on May 18,1982 by Act No.82-663, Acts of Alabama and again amended on May 25,1999 by Act No. 99-245, Acts of Alabama, including the power to employ agents, servants and attorneys to perform its duties and purposes.

The affairs and business of the District shall be managed by a Board of Trustees consisting of five members who shall be elected by the qualified electors of the district. Such election shall be held on the 2nd Monday of September of every even year. No person shall be elected to said Board unless he or she is a person who is a registered voter residing within the boundaries of the purposed District. Election shall be for a term of 2 years. In the event of a vacancy on the Board of Trustees, the same shall be filled by the majority vote of the remaining membership of the Board of Trustees, and such election shall be for the remainder of the term of the member causing the vacancy.

The Board of Trustees shall elect annually from its own numbers a President, a Vice- President, A Secretary/Treasurer. The Members of the Board of Trustees shall not be entitled to any compensation for their services as a Trustee; but they shall be entitled to reimbursement for all reasonable expenses incurred by them in the performance of their duties.

The above named Chuck Payne shall serve as President and the above named Chris Peters shall serve as Vice President and the above named Mindy Nash shall serve as secretary / treasurer of the Interim Board of Trustees.

We respectfully request that this Honorable Court shall grant such other and different relief as provided for by the items of said Act No.62, Acts of Alabama, 1977, First Special Session, as amended on July 18, 1979, by Act No.19-369, Acts of Alabama, as amended on May ,18,1982 by Act No.82-663, Acts of Alabama and again amended on May 25,1999 by Act No. 99-245, Acts of Alabama and as may be appropriate in this matter.

IN WITNESS WHEREOF the said Chuck Payne has hereunto set his hand and seal as President of the Interim Board of Trustees of the District; the said Mindy Nash, has hereunto set her hand and seal as Secretary of said board, and the undersigned persons, being more than 100 in number, who are qualified electors residing within the boundaries of the proposed District as hereinabove defined, and whose signatures are presented on the attached Exhibit " A ", consisting of pages 1 thru 7 , both inclusive, and which Exhibit is expressly made a part hereof by reference thereto, join herein.

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said county in said State, personally appeared **Chuck Payne** as Proposed President of the Interim Board of Trustees of Southeast Shelby Emergency Medical Services District, **Chris Peters**, as Proposed Vice-President, and **Mindy Nash**, as Proposed Secretary of said Board, who are known to me, and who, being first duly sworn, depose and say as follows: That they have personal knowledge of the facts set forth in the above and foregoing Petition; that said facts are true and correct; that they signed said Petition voluntarily in their respective capacity as said Officers, being duly authorized to sign; and that the attached Exhibit "A" contains the valid signatures of more than 100 qualified electors residing within the boundaries of the proposed District.

Given under my hand and seal on this the 21st day of October , 2020.

Chuck Payne

Chuck Payne

Mindy Nash
Notary Public

My Commission Expires: 8/11/2024
MINDY NASH
Notary Public, State at Large
Alabama State At Large
My Commission Expires

Chris Peters

Chris Peters

Mindy Nash
Notary Public

My Commission Expires: 8/11/2024

MINDY NASH
Notary Public, State at Large
Alabama State At Large
My Commission Expires

Mike Gannon

Mike Gannon

Mindy Nash
Notary Public

My Commission Expires: 8/11/2024
MINDY NASH
Notary Public, State at Large
Alabama State At Large
My Commission Expires

Mike Scroggins

Mike Scroggins

Mindy Nash
Notary Public

My Commission Expires: 8/11/2024

MINDY NASH
Notary Public, State at Large
Alabama State At Large
My Commission Expires

Mindy Nash
Mindy Nash

Mindy Nash

Maria C. Brown
Notary Public

My Commission Expires:

8-6-2023