



PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the City of Foley, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the City of Foley, a municipal corporation, that said property be annexed into the City of Foley, Alabama pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

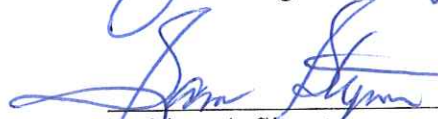
We, the undersigned PETITIONERS further petition that the Honorable Mayor and City Council of the City of Foley, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

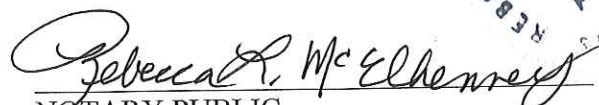
Dated this 16th day of Sept., 2016.


Petitioner's Signature


Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 16th day of Sept., 2016, before me personally appeared Jerald & Sam Styron, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.


NOTARY PUBLIC

My Commission Expires: Notary Public - Alabama State At Large
My Commission Expires
June 26, 2017

STATE OF ALABAMA
BALDWIN COUNTY

ATTACHMENT TO PETITION

PETITIONER(S) REQUEST PROPERTY BE INITIALLY ZONED AS FOLLOWS:

- | | | |
|-------------------------------------|-------|---|
| ☐ | R-1A | Residential Single Family |
| ☐ | R-1B | Residential Single Family |
| ☐ | R-1C | Residential Single Family |
| ☒ | R-1D | Residential Single Family |
| ☐ | R-1R | Restricted Residential Single Family |
| ☐ | R-2 | Residential Single Family & Duplex |
| ☐ | R-3 | Residential Multi Family |
| ☐ | R-4 | Residential Single Family & Duplex |
| ☐ | GPH-1 | Residential Garden-Patio Homes |
| ☐ | TH-1 | Residential Townhouses |
| ☐ | MH-1 | Residential Mobile Home Park/Subdivision |
| ☐ | OSP | Open Space/Reservation District |
| ☐ | PDD | Planned Development District |
| ☐ | PUD | Planned Unit Development |
| ☐ | PID | Planned Industrial District |
| ☐ | B-1 | Central Business District |
| ☐ | B-1A | Commercial Extended Business District |
| ☐ | B-2 | Commercial Neighborhood Business District |
| ☐ | B-3 | Commercial Local Business District |
| ☐ | PO | Preferred Office District |
| ☐ | M-1 | Light Industry |
| ☐ | A-O | Agriculture Open Space |
| ☐ | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed Zero (0)

Number of occupants Adults Zero (0) Race N/A

Number of businesses currently located on the property being annexed Zero (0)

(If more than one business on property, print information on back.)

Name of business N/A

Owner's Name N/A

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

☐ No

This Instrument Was Prepared By:

Thomas G. Amason III
Balch & Bingham LLP
P.O. Box 306
Birmingham, AL 35201

Send Tax Notice To:

17660 A US 98 West
Foley, Alabama 36535
Attn: Jerald and Sam Styron

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

:

COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 11/ 8/2011 12:35 PM
DEED TAX \$ 110.00
TOTAL \$ 128.00
4 Pages

1310862



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, **COMPASS BANK**, an Alabama banking corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys, subject to the matters set forth below, unto **JERALD STYRON**, a single man, AND **SAM STYRON**, a married man (herein referred to as "Grantee"), the real estate situated in Baldwin County, Alabama described on Exhibit A hereto, together with all appurtenances thereto, if any (the "Property").

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

The Property is conveyed to the Grantee subject to the following:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levels taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings whether or not shown by the records of such agency or by the Public Records.
2. Mineral, mining, oil and gas and related rights and privileges not owned by the Grantor, if any.
3. Encroachments, overlaps, boundary line disputes and other matters that would be revealed by an accurate survey or inspection of the Property.
4. Riparian and littoral rights of third parties, if any, and any right, title or interest of the State of Alabama with respect to any stream on the Property, if any.

5. Rights of third parties, including the public at large, with respect to any portion of the Property located in a public right of way, if any.
6. Easements, covenants, reservations, conditions and restrictions of record.
7. Any statutory right of redemption held by others under Section 6-5-248 of the Code of Alabama (1975), as the same may be amended from time to time or any successor statute.
8. Utility easements and facilities serving the Property, whether of record or not.
9. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
10. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
12. Taxes and assessments for the year 2012 and subsequent years and not yet due and payable.
13. Easements, encumbrances, restrictive covenants and all other matters of record shown in the Probate Office of Baldwin County, Alabama.

[Signature appears on following page.]

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of October 21, 2011.

COMPASS BANK

By: _____

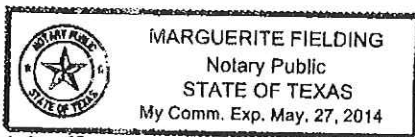
MATTHEW HICKEY, Vice President

STATE OF TEXAS)

COUNTY OF DALLAS)

I, the undersigned Notary Public in and for said County in said State, hereby certify that MATTHEW HICKEY, whose name as Vice President of **COMPASS BANK**, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 21 day of October, 2011.



[Notarial Seal]

Marguerite Fielding
Notary Public

My Commission expires: _____

EXHIBIT A TO DEED

Description of Property

PARCEL A:

Commence at the Northwest corner of the Southwest Quarter of Section 25, Township 7 South, Range 3 East, Baldwin County, Alabama; thence South 90°00'00" East, 2643.23 feet to a point; thence South 00°00'00" West, 52.69 feet to the South right of way line of County Road 98 having a 100 foot record right of way and the POINT OF BEGINNING: Thence along said right of way line North 89°37'15" East, 398.00 feet to a point; thence South 00°00'00" East, 500.00 feet; thence South 89°37'15" West, 398.00 feet; thence North 00°00'00" East, 500.00 feet to the South right of way of County Road 98 and the POINT OF BEGINNING.

PARCEL B:

Commence at the Northwest corner of the Southwest Quarter of Section 25, Township 7 South, Range 3 East, Baldwin County, Alabama; thence South 90°00'00" East, 2643.23 feet to a point; thence South 00°00'00" West, 52.69 feet to the South right of way line of County Road 98 having a 100 foot record right of way; thence South 00°00'00" West, 500.00 feet to the POINT OF BEGINNING; thence North 89°37'15" East, 660.00 feet; thence South 00°00'00" East 2084.28 feet to the North right of way line of Charolais Road 40 foot record right of way; thence along said North right of way North 89°55'14" West, 660.00 feet; thence North 00°00'00" East 2080.83 feet to the POINT OF BEGINNING.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Mississippi corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

Issued through the office of:
DHI Title of Alabama, Inc.
25366 Profit Drive
Daphne, AL 36526

Authorized Signatory

Signatory License No.: 656058
Title Agency License No.: 0668397

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.





OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment No.: 411-162800584

File Number: 411-162800584

SCHEDULE A

1. Effective Date: March 30, 2016 at 8:00AM
2. Policy or Policies to be issued:
(a) ALTA Owner's Policy 2006

Amount: \$1,055,000.00
Proposed Insured: D.R. Horton, Inc. - Birmingham
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Jerald Styron and Sam Styron
5. The land referred to in this Commitment is described as follows:

Parcel A:

Commence at the Northwest corner of the Southwest Quarter of Section 25, Township 7 South, Range 3 East, Baldwin County, Alabama; thence South 90 degrees 00' 00" East, 2643.23 feet to a point; thence South 00 degrees 00' 00" West, 52.69 feet to the South right of way line of County Road 98 having a 100 foot record right of way and the POINT OF BEGINNING; thence along said right of way line North 89 degrees 37' 15" East, 398.00 feet to a point; thence South 00 degrees 00' 00" East, 500.00 feet; thence South 89 degrees 37' 15" West, 398.00 feet; thence North 00 degrees 00' 00" East, 500.00 feet to the South right of way of County Road 98 and the POINT OF BEGINNING.

Parcel B:

Commence at the Northwest corner of the Southwest Quarter of Section 25, Township 7 South, Range 3 East, Baldwin County, Alabama; thence South 90 degrees 00' 00" East, 2643.23 feet to a point; thence South 00 degrees 00' 00" West, 52.69 feet to the South right of way line of County Road 98 having a 100 foot record right of way; thence South 00 degrees 00' 00" West, 500.00 feet to the POINT OF BEGINNING; thence North 89 degrees 37' 15" East, 660.00 feet; thence South 00 degrees 00' 00" East, 2084.28 feet to the North right of way line of Charolais Road 40 foot record right of way; thence along the North right of way North 89 degrees 55' 14" West, 660.00 feet; thence North 00 degrees 00' 00" East, 2080.83 feet to the POINT OF BEGINNING.

Issued through the office of:



SCHEDULE A
(Continued)

DHI Title of Alabama, Inc.
25366 Profit Drive
Daphne, AL 36526

Justy K. Smith

Authorized Signatory

Signatory License No.: 656058

Title Agency License No.: 0668397



SCHEDULE B-I
COMMITMENT**Requirements:**

Showing defects and objections to be removed or eliminated; liens and encumbrances to be satisfied and discharged of record and requirements to be complied with before policy of title insurance can be issued without exception thereto.

1. Warranty Deed from Jerald Styron and Sam Styron to D.R. Horton, Inc. - Birmingham conveying the property described in Schedule "A", to be properly executed and duly recorded in the Office of the Judge of Probate of Baldwin, County, Alabama.

Joinder of the spouse will be necessary in the aforesaid conveyance unless the property described in Schedule "A" is established not to be the homestead of the grantor.

2. Payment and cancellation or satisfactory proof that Jerald Styron is not one and the same person as Jerald Styron Jr against whom IRS obtained a Tax Lien rendered May 8, 2012 in Baldwin County, Alabama and recorded in Instrument Number 1338985.
3. Payment and cancellation or satisfactory proof that Jerald Styron is not one and the same person as Jerald Styron Jr against whom State of Alabama obtained a Tax Lien rendered August 20, 2012 in Baldwin County, Alabama and recorded in Instrument Number 1355075.
4. Payment and cancellation or satisfactory proof that Jerald Styron is not one and the same person as Jerald Styron Jr against whom State of Alabama obtained a Tax Lien rendered September 15, 2014 in Baldwin County, Alabama and recorded in Instrument Number 1477293.
5. Payment and cancellation or satisfactory proof that Jerald Styron is not one and the same person as Jerald Styron Jr against whom State of Alabama obtained a Tax Lien rendered June 15, 2015 in Baldwin County, Alabama and recorded in Instrument Number 1519091.
6. Payment and cancellation or satisfactory proof that Sam Styron is not one and the same person as Samuel M. Styron against whom Capital One Bank (USA) NA obtained a Judgment rendered December 29, 2009 in the District Court of Baldwin County, Alabama and recorded in Instrument Number 1226545.
7. Payment and cancellation or satisfactory proof that Sam Styron is not one and the same person as Samuel W. Styron against whom South Baldwin Reg Med Ctr obtained a Judgment rendered August 12, 2008 in the District Court of Baldwin County, Alabama and recorded in Instrument Number 1138291.
8. Furnish satisfactory evidence that there are no outstanding mechanic's or materialmen's liens against the property and proper execution of Owner and contractor's Affidavit and Notice of Availability of Closing Protection Letter to be provided.
9. We will require satisfactory proof that subject property is not located within a fire district, which assesses the property owner fire dues. If located in such a fire district we will require that we be furnished a written statement from the secretary of the district that there are no unpaid dues.

NOTE: 2015 taxes under assessment to Styron, Jerald etal, Parcel Number 05-55-07-25-0-000-111.004, Account/Ppin Number 256344. The ad valorem tax bill indicates that the 2015 taxes are marked paid on January 5, 2016 in the amount of \$564.48.

NOTE: 2015 taxes under assessment to Styron, Jerald etal, Parcel Number 05-55-07-25-0-000-111.007, Account/Ppin Number 273226. The ad valorem tax bill indicates that the 2015 taxes are marked paid on January 5, 2016 in the amount of \$417.78.



SCHEDULE B-II
COMMITMENT

Exceptions:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. General and special taxes for the current year and subsequent years.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, or under the Land.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.
6. Rights or claims of parties in possession not shown by the public records.
7. Any mortgage, lease or lien created or assumed by the insured.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Reservation of interest in and to all oil, gas and minerals, and rights in connection therewith, as contained in instrument recorded in Deed Book 98, page 127; Deed Book 457, page 846; and Deed Book 424, page 712.
10. Right of way agreement recorded in Real Property Book 122, page 1386.
11. DELETED
12. Ordinance approving the initial zoning of U.S. Highway 98 West as recorded in Instrument Number 1459403.

NOTE: This commitment does not attempt to set out the manner in which the minerals are now vested and does not insure any minerals, nor any rights on or easements in connection therewith.

NOTE: All recording references referred herein are in the Office of the Judge of Probate of Baldwin County.





623 W. Laurel Avenue
Foley, AL 36535
Phone: 251/978-2500
www.GoR2.com

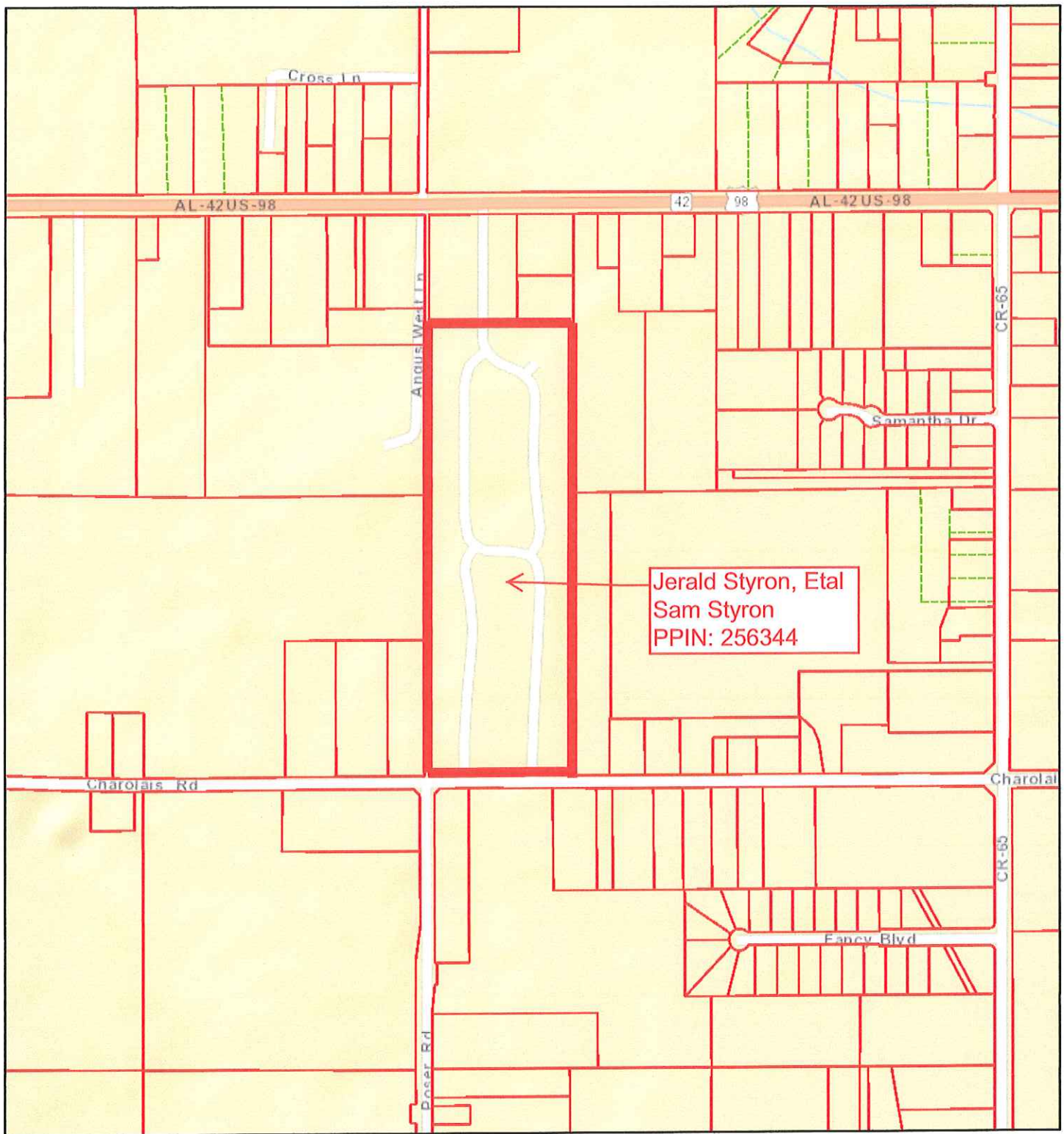
PARCEL INFORMATION

PARCEL #: 55-07-25-0-000-111.004
PPIN#: 256344
OWNERS: JERALD STYRON, ETAL SAM STYRON
ADDRESS: P.O. BOX 1318, FOLEY, AL 36536

LEGAL DESCRIPTION

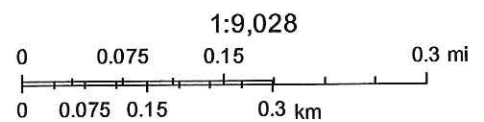
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA; THENCE SOUTH 90°00'00" EAST, 2643.23 FEET TO A POINT; THENCE SOUTH 00°00'00" WEST, 52.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 98 HAVING A 100 FOOT RECORD RIGHT OF WAY; THENCE SOUTH 00°00'00" WEST, 500.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°37'15" EAST, 660.00 FEET; THENCE SOUTH 00°00'00" EAST, 2084.28 FEET TO THE NORTH RIGHT OF WAY LINE OF CHAROLAIS ROAD 40 FOOT RECORD RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 89°55'14" WEST, 660.00 FEET; THENCE NORTH 00°00'00" EAST, 2080.83 FEET TO THE **POINT OF BEGINNING**.

Greystone Village Annexation



September 16, 2016

- Parcels
- Lot Lines
- County Boundary



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community KCS



623 W. Laurel Avenue
Foley, AL 36535
Phone: 251/978-2500
www.GoR2.com

To Whom It May Concern,

We are requesting annexation of the following parcel into the City of Foley, with an initial zoning of R1-D:

PARCEL INFORMATION

PARCEL #: 55-07-25-0-000-111.004
PPIN#: 256344
OWNERS: JERALD STYRON, ETAL SAM STYRON
ADDRESS: P.O. BOX 1318, FOLEY, AL 36536

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA; THENCE SOUTH 90°00'00" EAST, 2643.23 FEET TO A POINT; THENCE SOUTH 00°00'00" WEST, 52.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 98 HAVING A 100 FOOT RECORD RIGHT OF WAY; THENCE SOUTH 00°00'00" WEST, 500.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°37'15" EAST, 660.00 FEET; THENCE SOUTH 00°00'00" EAST, 2084.28 FEET TO THE NORTH RIGHT OF WAY LINE OF CHAROLAIS ROAD 40 FOOT RECORD RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 89°55'14" WEST, 660.00 FEET; THENCE NORTH 00°00'00" EAST, 2080.83 FEET TO THE **POINT OF BEGINNING**.

Sincerely,

Barry E. Dees, P.E.
Authorized Agent

AGENT AUTHORIZATION

Agent/We authorize and permit R-Squared Global, LLC – Barry E. Dees, P.E. to act as my/our representative and agent in any manner regarding the Greystone Village Subdivision project, and/or which relates to property described as:

Tax Parcel ID#: 05-55-07-25-0-000-111.007

PPIN: 273226

Tax Parcel ID#: 05-55-07-25-0-000-111.004

PPIN: 256344

I/We understand that the agent representation may include, but not be limited to, decisions relating to status, conditions, or withdrawal of applications.

PROPERTY OWNERS

Jerald Styron and Sam Styron
Name(s) (Printed)

P.O. Box 1318
Address

Foley, AL 36535
City / State

251/971-3079
Phone

Jerald Styron Sam Styron
Signature(s)

AUTHORIZED AGENT

R-Squared Global, LLC – Barry E. Dees, P.E.
Name(s) (Printed)

623 W. Laurel Ave
Address

Foley, AL 36535
City / State

251/981-6936
Phone

[Signature]
Signature(s)