



COMMUNITY DEVELOPMENT DEPARTMENT

200 NORTH ALSTON STREET

Foley, Alabama 36535

www.cityoffoley.org

(251) 952-4011

FAX (251) 971 -3442

February 17, 2017

Mayor and City Council
City of Foley
407 East Laurel Avenue
Foley, Alabama 36535

RE: Re-Zoning Recommendation

Dear Mayor Koniar and City Council Members:

The City of Foley Planning Commission held a regular meeting on February 15, 2017 and the following action was taken:

Agenda Item: Henry Burge-Request for Re-Zoning

The City of Foley Planning Commission has received a request to recommend to Mayor and Council the re-zoning of 19+/- acres. Property is currently zoned B-1A (Extended Business District), B-3 (Local Business District), and AO (Agricultural Open Space) proposed zoning is PDD (Planned Development District). Property is located e of Hwy 59, south of County Rd. 20 (aka Mifflin Rd.). Applicant is Henry Burge.

Action Taken: Commissioner Hare made a motion to recommend the requested re-zoning to Mayor and Council. Commissioner Watkins seconded the motion. All Commissioners voted aye.

Motion to recommend the requested re-zoning to Mayor and Council passes.

Please let me know if you have any questions or concerns.

Respectfully,

Melissa Ringler
Planning & Zoning Coordinator
mringler@cityoffoley.org

MAYOR: John E. Koniar

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Vickey Southern

COUNCIL MEMBERS: J. Wayne Trawick; Vera Quaite; Ralph G. Hellmich; Cecil R. Blackwell; Charles Ebert III

City of Foley, Alabama
APPLICATION FOR RE-ZONING OF PROPERTY

1. Location of property (Address, PIN, Legal Description, Map/Survey, Deed, and Corporate Ownership Information): SEE ATTACHED
231971, 231972
2. Attach a separate list of adjacent property owners. SEE ATTACHED
3. Approximate size of property: APPROX 19 ACRES
4. Present zoning of property: B1A, B3, AND AO
5. Requested zoning: PDD
6. Brief description of current use and structures located on the property:
Obsolete retail structures located on the west portion facing Highway 59
Obsolete mini storage building
Fully occupied rural / basic type RV park – long term tenants
7. Briefly describe the contemplated use of the property if rezoned:
SEE ATTACHED SITE PLAN AND CONCEPTUAL RENDERINGS
Demo the commercial structures and mini storage warehouses located on the west end of the property. Develop a large retail / office center with 2 end-cap drive thru units along the highway, and build a large warehouse / flex center behind the retail / office center. The RV park will remain as is. The vacant land in the back will be developed in the near future, depending on market needs, as per allowed PDD uses.

I certify that I am the property owner and attest that all facts and information submitted are true and correct.

DATE: 1-5-17

Henry Burge
Property Owner / Applicant
3525 Roy L Crest Dr. Montgomery Al.
Address
334-244-2963
Phone Number
henry@eastmontelectric.com
Email Address



12⁵⁰
RECORD FEE
STATE OF ALABAMA
BALDWIN COUNTY
PROPERTY AND INSTRUMENT WAS
FILED AND TAXES COLLECTED ON

IN THE CIRCUIT COURT OF BALDWIN COUNTY

KATIE N. McLEOD,

Plaintiff,

vs.

THE KENNETH D. McLEOD,
SR. FAMILY LIMITED
PARTNERSHIP XV, an Alabama
Limited Partnership, and
G. MONROE McLEOD,

Defendants..

1998 DEC 11 A 11:14

DEC
MIN
RECORDED IN
JUDGE & CLERK

Baldwin County Circuit
Court Case No.: CV-95-806

873
PRICE
0916

IN TOTO RELEASE OF ALL CLAIMS

WHEREAS, KATIE N. McLEOD and GEORGE M. McLEOD each owned an undivided one-half interest in the North one-half of the North one-half of the Southwest Quarter of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama, subject to the right of way for Alabama Highway 59 over and across the West boundary line, and

WHEREAS, GEORGE M. McLEOD conveyed his one-half interest in the above described real estate to the Kenneth D. McLeod, Sr. Family Limited Partnership XV and Katie N. McLeod subsequently filed suit in the Circuit Court of Baldwin County, Alabama Case No. CV-95-806 in which Katie N. McLeod prayed that the Court partition the above described interest of the parties and to determine if the property could be partitioned in kind, and if not, to order the sale of the property and divide the sale proceeds, resulting in a counterclaim against Katie N. McLeod by George M. McLeod which culminated in a decree dated November 23, 1996, which was appealed by Katie N. McLeod and eventually affirmed by the Supreme Court of Alabama, and

WHEREAS, GEORGE M. McLEOD is now deceased and Kenneth D. McLeod, Sr. and Judith McLeod Turner are the Co-Executors and the beneficiaries of his estate and Kenneth D.

McLeod, Sr. and Jackie O. McLeod are the attorneys-in-fact for the Kenneth D. McLeod, Sr. Family Limited Partnership XV with the authority to execute deeds of conveyance for said limited partnership, and

WHEREAS, all of the undersigned parties desire to comply with the mandates of the Court's Decree of November 23, 1996 and to finally and totally settle all matters and causes of action of any kind and nature which may exist between the opposing parties named in the above referenced lawsuit,

NOW THEREFORE, in and for the mutual benefits and considerations as hereinafter recited, the undersigned agree as follows:

1. Katie N. McLeod has chosen the North one-half of the above described 40 acre tract of land. The Kenneth D. McLeod, Sr. Family Limited Partnership XV agrees to execute a statutory warranty deed of conveyance to Katie N. McLeod as to the North one-half of said 40 acre tract. Katie N. McLeod shall receive all rental income produced by any rental property situated on the North one-half of the property commencing November, 1998. Any repairs or improvements to the structures located on the North one-half of the property by Katie N. McLeod were made at her expense and she agrees she is not entitled to any set off or reimbursements regardless of the reason or cause that Katie N. McLeod made such repairs and improvements, including but not limited to the house that was previously rented as a satellite dish and accessories store which Katie N. McLeod has re-roofed recently.

2. The Kenneth D. McLeod, Sr. Family Limited Partnership XV agrees to accept the South one-half of the 40 acre tract and Katie N. McLeod agrees to execute a statutory warranty deed of conveyance to the partnership as to the South one-half of the tract.

3. The judgment in the amount of \$47,222.70 rendered in favor of George M. McLeod against Katie N. McLeod on the entire claim has been accruing interest at twelve percent (12%) per

FILED 873 PAGE 0918

annum, since November 23, 1996, and as of November 1, 1998, the accrued interest on this judgment is \$10,992.00 and the interest accrues at \$15.52 per diem until the judgment is paid. In accordance with the decree Katie N. McLeod is to be credited for any share of rental income George M. McLeod took as reimbursements from the date of the trial on November 23, 1996. It is agreed that George M. McLeod did reimburse himself a total of \$8,000.00 by taking Katie N. McLeod's share of the \$800.00 per month rental from the Pawn Shop for 20 months or from December of 1996 through July, 1998, and other credits were given to the judgment. George M. McLeod having died on July 26, 1998. This causes the net amount of \$42,910.64, which is acknowledged as received in hand on December 7, 1998.

4. The John Deere riding lawn mower owned by the Foley R.V. Park business located on the North one-half is worth ^{1450.00} ~~\$1,500.00~~ and Katie N. McLeod can purchase the mower for ^{725.00} ~~\$750.00~~; or one-half of its value. The balance of approximately \$1,600.00, deriving from the State of Alabama residual retirement benefits to G. M. McLeod will be turned over to the Estate of G. M. McLeod by Katie McLeod.

In and for the above mentioned considerations and benefits received by the respective parties, Katie N. McLeod, by these presents, has released and held harmless for any damages of any kind or nature arising from any cause of action whatsoever that is based upon existing facts, the Estate of George M. McLeod, Kenneth D. McLeod, Sr. and Judith McLeod Turner, as Co-Executors of said estate, and individually, the Kenneth D. McLeod, Sr. Family Limited Partnership XV, and its general and limited partners and their respective assigns, and attorneys-in-fact, Kenneth D. McLeod, Sr. and Jackie O. McLeod, have by these presents, released and held harmless from any damages of any kind or nature arising from any cause of action whatsoever that is based upon existing facts, Katie N. McLeod.

WITNESS the hands and seals of the parties hereto on this the 8th day of December

1998.

KENNETH D. McLEOD, SR. FAMILY
LIMITED PARTNERSHIP XV, an Alabama
Limited Partnership

By Kenneth D. McLeod, Sr.
Kenneth D. McLeod, Sr., as
Attorney-in-Fact for
Xanteville, Ltd., its General Partner

By Jackie O. McLeod
Jackie O. McLeod, as
Attorney-in-Fact for
Xanteville, Ltd., its General Partner

Kenneth D. McLeod, Sr. (SEAL)
Kenneth D. McLeod, Sr., individually
And as Co-Executor of the Estate of
George M. McLeod, deceased

Judith McLeod Turner (SEAL)
Judith McLeod Turner, individually
And as Co-Executor of the Estate of
George M. McLeod, deceased

Katie N. McLeod (SEAL)
Katie N. McLeod

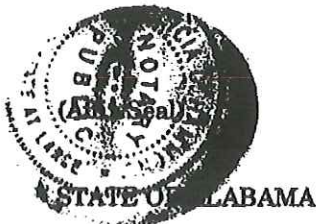
STATE OF ALABAMA

BALDWIN COUNTY

I, Arla C. Hammond, a Notary Public in and for said
County in said State, hereby certify that Kenneth D. McLeod, Sr., individually and as
Co-Executor of the Estate of George M. McLeod, and KENNETH D. McLEOD, SR.
and JACKIE O. McLEOD, whose names are signed to the foregoing instrument as
Attorney-in-fact for Xanteville, Ltd., a general partner of the Kenneth D. McLeod, Sr.
Family Limited Partnership XV, and who are known to me, acknowledged before me
on this day that, being informed of the contents of the said instrument, they executed
the same voluntarily on the day the same bears date.

FILED
873 PAGE 0919

Given under my hand and Notarial Seal hereto affixed by me on this the 8th day of December, 1998.



Alicia C. Hammond
Notary Public, Baldwin County
State of Alabama
My Commission Expires: 3-13-00

BALDWIN COUNTY

I, Alicia C. Hammond, a Notary Public in and for said County in said State, hereby certify that JUDITH McLEOD TURNER, whose name is signed to the foregoing instrument individually and as Co-Executor of the Estate of George M. Mcleod, deceased, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this the 8th day of December, 1998.



Alicia C. Hammond
Notary Public, Baldwin County
State of Alabama
My Commission Expires: 3-13-00

I, Georgia Wade McDaniel, a Notary Public in and for said County in said State, hereby certify that KATIE N. McLEOD, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this the 9th day of December, 1998.



Georgia Wade McDaniel
Notary Public, Baldwin County
State of Alabama
My Commission Expires: 2-11-2002

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Form ROW-4

THIS INSTRUMENT PREPARED BY Charles H. Shackelford, III, STATE OF ALABAMA
HIGHWAY DEPARTMENT, BUREAU OF RIGHT
OF WAY, MONTGOMERY, ALABAMA. 36104

STATE OF ALABAMA)
COUNTY OF BALDWIN)

TRACT NO. 9

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the
sum of TEN dollars, cash in hand paid to the undersigned by the State of
Alabama, the receipt of which is hereby acknowledged, we (I), the undersigned, grant-
or(s), OLNEY EMPFINGER & BERTIE EMPFINGER, husband and wife, have (has)
this day bargained and sold, and by these presents do hereby grant, bargain, sell and
convey unto the State of Alabama the following described property, lying and being
in Baldwin County, Alabama, and more particularly described as
follows: and as shown on the right-of-way map of Project No.
S-0222(102) as recorded in the Office of the Judge of Probate
of Baldwin County, Alabama:

Commencing at the southeast corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$,
Section 9, T-8-S, R-4-E; thence northerly along the east
line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, a distance of 678 feet, more or
less, to the south property line; thence westerly along
said south property line, a distance of 1155 feet, more
or less, to a point that is 101 feet easterly of and at
right angles to the centerline of Project No. S-0222(102)
and the point of beginning of the property herein to be
conveyed; thence continuing westerly along said south
property line (crossing the centerline of said project at
Station 234+24) a distance of 115 feet, more or less, to
the present east right-of-way line of Alabama Highway No.
59; thence northerly along said present east right-of-way
line, a distance of 635 feet, more or less, to the present
south right-of-way line of a county road; thence easterly
along said present south right-of-way line (crossing the
centerline of said project at Station 227+78) a distance
of 165 feet, more or less, to a point that is 151 feet
easterly of and at right angles to the centerline of said
project at Station 227+78; thence southwesterly along a
straight line, a distance of 73 feet, more or less, to a
point that is 101 feet easterly of and at right angles to
the centerline of said project at Station 228+28; thence
S 0° 23' 10" E, parallel to the centerline of said project,
a distance of 585 feet, more or less, to the point of
beginning.

STY 449 PAGE 619

STATE OF ALABAMA,
BALDWIN COUNTY
I certify that this instrument was filed
and the following tax collected on

AUG 16 1973 11:15 AM

Attested to by _____
Deed # 50 Book # 447 Page 111
By RS Judge of Probate

Said strip of land lying in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 9,
T-8-S, R-4-E and containing 1.71 acres, more or less.

478
051

NOTY 449
PAGE 620

To Have and To Hold, unto the State of Alabama, its successors and
assigns in fee simple forever.

And for the consideration, aforesaid, we (I) do for ourselves (myself),
for our (my) heirs, executors, administrators, successors, and assigns covenant
to and with the State of Alabama that we (I) are (am) lawfully seized and possessed
in fee simple of said tract or parcel of land hereinabove described; that we (I) have
a good and lawful right to sell and convey the same as aforesaid; that the same is
free of all encumbrances, liens, and claims, except the lien for ad valorem taxes
which attached on October 1, last past, and which is to be paid by the grantor; and
that we (I) will forever warrant and defend the title thereto against the lawful claims
of all persons whomsoever.

The grantor(s) herein further covenant(s) and agree that the purchase
price above-stated is in full compensation to them (him-her) for this conveyance,
and hereby release the State of Alabama and all of its employees and officers
from any and all damages to their (his-her) remaining property contiguous to the
property hereby conveyed arising out of the location, construction, improvement,
landscaping, maintenance, or repair of any public road or highway that may be so
located on the property herein conveyed.

In witness whereof, we (I) have hereunto set our (my) hand(s) and
seal(s) this the 15th day of August, 19 73.

Olney Emfinger
Olney Emfinger

Bertie Emfinger
Bertie Emfinger

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Mobile

I, John Huddleston, a Notary Public, in and for said County in said State, hereby certify that Olney Emfinger & Bertie Emfinger, whose name(s) are 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 this conveyance, they executed the same voluntarily on the day the name bears date.

Given under my hand and official seal this 15th day of August, 19 73.



John Huddleston
NOTARY PUBLIC

My Commission Expires October 9, 1973

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

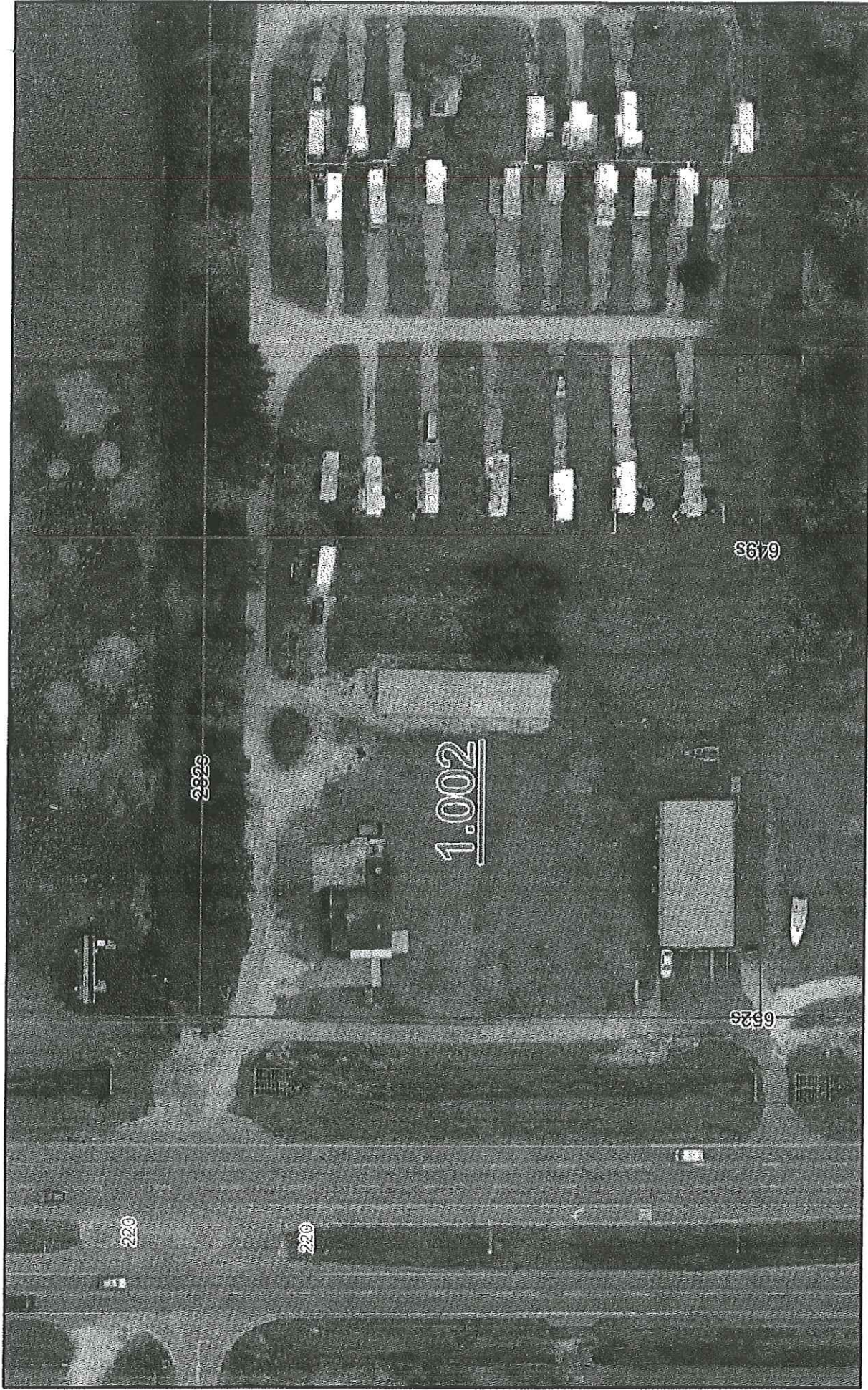
Given under my hand this _____ day of _____, A. D. 19 ____.

Official Title _____

Page 449 of 621

STATE OF ALABAMA	to	STATE OF ALABAMA
WARRANTY DEED		County of _____
		I, _____
		Judge of Probate in and for said State and County, hereby
		certify that the within conveyance was filed in my office
		at _____ o'clock _____ M., on the _____ day of _____, 19 ____
		and duly recorded in Deed Record _____ page _____
		Dated _____ day of _____, 19 ____
		Judge of Probate _____ County, Alabama.
		<u>D-200</u> <u>R-250</u> <u>James R. Perkins</u> <u>BM</u>

CT-10735



January 6, 2017

polygonLayer

☒ Override 1

☐ Misc

☐ Parcels

☐ Lot Lines

☐ County Boundary



1:1,128
0 0.0075 0.015 0.03 mi
0 0.01 0.02 0.04 km

KCS

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan,



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

 First American Title	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule A	

File No.: CT-1611-10735

- Commitment Date: December 23, 2016 at 08:00 AM
- Policy (or Policies) to be issued: POLICY AMOUNT
 - ☒ ALTA Owner's Policy of Title Insurance (6-17-06)
☐ ALTA Homeowner's Policy of Title Insurance (Rev. 1-1-08) \$ 1,350,000.00
Proposed Insured:
Mish, LLC
 - ☐ ALTA Loan Policy of Title Insurance (6-17-06)
☐ ALTA Expanded Coverage Residential Loan Policy (Rev. 1-1-08)
☐ ALTA Short Form Residential Loan Policy (Rev. 6-16-07)

Proposed Insured:
- Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Estate of Katie N. McLeod
- The land referred to in this Commitment is described as follows:
The North one-half of the North one-half of the North one-half of the Southwest Quarter of Section 9, township 8 South, range 4 East, Baldwin County, Alabama. SUBJECT TO any rights of way for Alabama Highway 59 over and across the West boundary line.

January 6, 2017

License # 0236341



License # 0658407

Pam Gilliam

By: _____
Clear Title, LLC - License #236341

(This Schedule A valid only when Schedule B is attached)

 First American Title	Title Insurance Commitment ISSUED BY First American Title Insurance Company
Schedule BI	

File No.: CT-1611-10735

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
 - C1. Deed from Deed from Henry Burge, Jr., as Personal Representative of the Estate of Katie N. McLeod, deceased, to Mish, LLC, conveying the land described in Schedule A.
- e. NOTE: No mortgage was found on the Land described in Schedule A. Should any party, including but not limited to the vested party named herein, be aware of any mortgage, they must notify The Company of said mortgage and/or other encumbrance not shown herein.
- f. Proof satisfactory to the Company of payment of any dues, assessments and/or fees which may be due the City of Foley, Alabama.
- g. Due to subject property being commercial property, we will require a sworn statement from both the Seller(s) and the Purchaser(s) that there are not unpaid or disputed real estate commission, all Compensation due or to become due under any listing, agency or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and there has been no written notice received concerning any unpaid real estate commission which could give a rise to a Broker's Lien under Act #98-160, Regular Session, 1998 Alabama Legislature (Sec 5-11-450 et seq. Code of Ala., 1975.)
- h. If the subject property is located in a condominium or a PUD, we require satisfactory proof of payment of all dues and/or assessments which may be due the owner's association, or an exception will appear on the policy for any unpaid dues to said association.
- i. Privacy Notice of First American Title Insurance Company, initialed by all parties.
- j. A fully executed Seller's/Owner's Affidavit and Indemnity (First American Form 012-R).

Schedule BI
(Continued)

File No.: CT-1611-10735

THE REVENUE COMMISSIONERS OFFICE CURRENTLY SHOW THE FOLLOWING:

The 2016 taxes are assessed to Katie N. McLeod, tax map 05-61-02-09-3-001-001.002, PPIN #231971, in the amount of \$2541.00, paid on 11/28/16

The 2016 taxes are assessed to Katie N. McLeod, tax map 05-61-02-09-3-001-001.003, PPIN #231972, in the amount of \$1124.06, paid on 11/28/16

(NOTE: The Company makes no representation as to the accuracy of the tax records for re-appraisals, re-assessments, escape taxes or roll-back taxes)

	First American Title	Title Insurance Commitment
Schedule BII		ISSUED BY First American Title Insurance Company

File No.: CT-1611-10735

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies 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. 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.
3. Easements, encumbrances, or claims thereof, 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 and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. 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

7. Taxes and assessments for the year 2017 and subsequent years, not yet due and payable.

NOTE: The Company has set forth these exceptions as disclosure to matters of record. Should you have questions regarding any portion of this commitment, including but not limited to the interpretation of the exceptions set forth, you are advised to contact your attorney/legal council prior to closing for explanation thereof. The Company is not to be considered your legal council and no insurance is afforded as to the explanation or interpretation of the exceptions set forth.

8. City of Foley, Alabama, Subdivision Regulations dated January 7, 2008, and recorded at Instrument 1098026, as may be amended.
9. Easement granted Baldwin County Electric Membership Corporation as recorded at Instrument 474762.
10. Terms, conditions, restrictions and other matters appearing of record at Real Property Book 873, Page 916.
11. Right of way granted the State of Alabama as recorded in Deed Book 449, Page 619.
12. SUBJECT TO any portion of subject land which lies in the right of way of a public road.
13. Possible encroachment of drive ways / roads, as shown on tax map 05-61-02-09-3-001-001.002, .003.
14. Any security interest which may be claimed or perfected under The Uniformed Commercial Code as to the manufactured housing unit or mobile home located on the property being Insured. The Land as described herein does not include any manufactured housing unit or mobile home located thereon.

Schedule BII

(Continued)

File No.: CT-1611-10735

15. Zoning, if any, planning, subdivision regulations, and other ordinances, laws, restrictions or regulations upon the use or division of the land comprising the Subdivision as may be legally imposed by the County of Baldwin, Alabama, any municipality in which the property may lie, the State of Alabama, or any other governmental authorities having jurisdiction over the land in the subdivision.
16. Any matters affecting the Title to the property, that are not properly indexed in the probate records of the county where the property is located.
17. No insurance is afforded as to the accuracy of the tax records by the Baldwin County Tax Assessor's Office, for appeals, re-appraisals, re-assessments, escape taxes or roll-back taxes posted after the effective date herein.
18. No Insurance is afforded to any covenant, condition or restriction which may have been violated.

NOTE: Any reference above to recorded documents include any amendments or additions thereto.

NOTE: Any reference above to restrictive covenants omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

19. Matters appearing on the plat of survey by Raber Surveying, dated November 21, 2016, Project No. 161004, including but not limited to:
 - a) Encroachment of gravel at the Southwest corner of subject land.
 - b) Fence as shown along the North and South line.
 - c) Encroachment of fence, shed and wooden deck along the south line.
 - d) Any differences in record/actual bearings and/or distances. **NOTE: The Company insures the lessor thereof.

Know all men by these presents, that the undersigned, Katie McLeod

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Baldwin County Electric Membership Corporation, a Rural Electric Cooperative (hereinafter called the "Cooperative") whose post office address is Summerdale, Alabama, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Baldwin, state of Alabama, and more particularly described as follows:

Section 9 Township 8 S. Range 4 East

The North one-half of the North one-half of the North one-half of the Southeast Quarter of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama.

and to construct, operate and maintain an electrical distribution line or systems on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those by the following persons:

"In witness whereof, the undersigned have set their hands and seals this 10th day of Dec., 1998.

(Owner)

Katie H. McLeod

(Owner)

Signed, sealed and delivered
in the presence of:

Margaret Klein
(Notary of Witness)

(Notary or Witness)



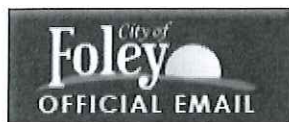
(My commission expires 7-1-2000)

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

1999 January -20 2:57PM

Instrument Number 474762 Pages 1
Recording 2.50 Mortgage
Deed .50 Min Tax
Index DP 1.00
Archive
Adrian T. Johns, Judge of Probate

474762



Melissa Ringler <mringler@cityoffoley.org>

MCLEOD PROPERTY

1 message

henry@eastmontelectric.com <henry@eastmontelectric.com>
To: mringler@cityoffoley.org

Mon, Feb 6, 2017 at 2:42 PM

Ms. Ringler

Katie Mcleod passed away on May 14,2014. My name is Henry Burge I am Katie N. Mcleod son.

I am the executor of the Katie N. Mcleod estate. If you need more information please fill free to call me at 334-300-0374 or 334-244-2963.

You can e-mail at henry@eastmontelectric.com

Thanks,

Henry Burge

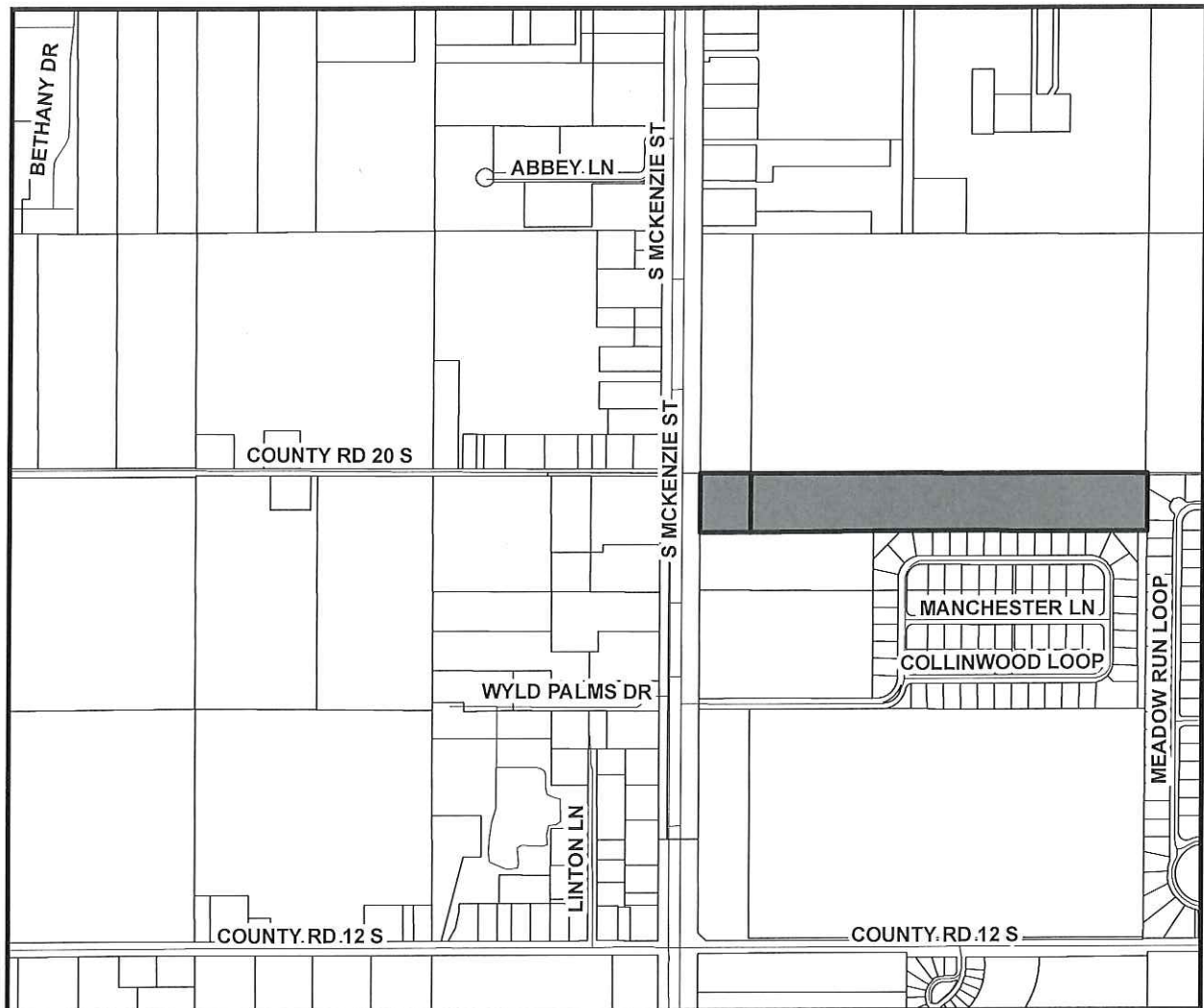
Pin # 231971

280'(S) X 330'(S) FR THE NW COR OF SW1/4 OF SEC 9, RUN THE
170'(S) FOR THE POB, CONT E 280'(S), TH S 330'(S), TH W 280'
(S), TH N 330'(S) TO THE POB IN THE CITY OF FOLEY SEC 9-T8S-
R4E (ST WD)

Pin# 231972

17 AC(C) N1/2 OF THE N1/2 OF THE N1/2 OF SW1/4 OF SEC 9 LESS
& EXCEPT THE W 280'(S) SEC 9-T8S-R4E (ST WD)

PUBLIC NOTICE



The City of Foley Planning Commission has received a request to recommend to Mayor and Council the re-zoning of 19+/- acres. Property is currently zoned B-1A (Extended Business District), B-3 (Local Business District), and AO (Agricultural Open Space) proposed zoning is PDD (Planned Development District). Property is located East of Hwy. 59, south of County Rd. 20 (aka Miflin Rd). Applicant is Henry Burge.

Anyone interested in the re-zoning request may be heard at a public hearing scheduled for February 15, 2017 in City Hall Council Chambers located at 407 E. Laurel Ave., at 5:30 p.m. or may respond in writing to 200 N. Alston St., Foley, AL 36535.

Roderick Burkle
Planning Commission Chairman