



# 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 10 day of May, 2018.

[Signature]  
Petitioner's Signature

\_\_\_\_\_  
Petitioner's Signature

STATE OF ALABAMA  
BALDWIN COUNTY

On this 10 day of May, 2018, before me personally appeared Ellis Ellinger, 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.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: My Commission Expires:  
February 4, 2020

STATE OF ALABAMA  
BALDWIN COUNTY

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

# ATTACHMENT TO PETITION

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

- |                                     |       |   |
|-------------------------------------|-------|---|
| <input type="checkbox"/>            | R-1A  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1B  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1C  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1D  | Residential Single Family                 |
| <input type="checkbox"/>            | R-1R  | Restricted Residential Single Family      |
| <input type="checkbox"/>            | R-2   | Residential Single Family & Duplex        |
| <input type="checkbox"/>            | R-3   | Residential Multi Family                  |
| <input type="checkbox"/>            | R-4   | Residential Single Family & Duplex        |
| <input type="checkbox"/>            | GPH-1 | Residential Garden-Patio Homes            |
| <input type="checkbox"/>            | TH-1  | Residential Townhouses                    |
| <input type="checkbox"/>            | MH-1  | Residential Mobile Home Park/Subdivision  |
| <input type="checkbox"/>            | OSP   | Open Space/Reservation District           |
| <input type="checkbox"/>            | PDD   | Planned Development District              |
| <input type="checkbox"/>            | PUD   | Planned Unit Development                  |
| <input type="checkbox"/>            | PID   | Planned Industrial District               |
| <input type="checkbox"/>            | B-1   | Central Business District                 |
| <input type="checkbox"/>            | B-1A  | Commercial Extended Business District     |
| <input type="checkbox"/>            | B-2   | Commercial Neighborhood Business District |
| <input type="checkbox"/>            | B-3   | Commercial Local Business District        |
| <input type="checkbox"/>            | PO    | Preferred Office District                 |
| <input checked="" type="checkbox"/> | M-1   | Light Industry                            |
| <input type="checkbox"/>            | A-O   | Agriculture Open Space                    |
| <input type="checkbox"/>            | 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 \_\_\_\_\_

Number of occupants Adults \_\_\_\_\_ Race \_\_\_\_\_

Number of businesses currently located on the property being annexed \_\_\_\_\_

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

Name of business \_\_\_\_\_

Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed \_\_\_\_\_

☐ No

Petitioner's Signature

Date

Petitioner's Signature

Date

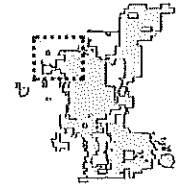
For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

☐ No



Overview



Legend

- Centerlines
- Foley City Limits
- ▨ County Mask
- Parcels
- Zoning**
- ▨ TH-1
- ▨ R-4
- ▨ R-3
- ▨ R-2
- ▨ R-1R
- ▨ R-1D
- ▨ R-1C
- ▨ R-1B
- ▨ R-1A
- ▨ PUD
- ▨ PO
- ▨ PID
- ▨ PENDING
- ▨ PDD
- ▨ MH-1
- ▨ M-1
- ▨ GPH-1
- ▨ B-3
- ▨ B-2
- ▨ B-1A
- ▨ B-1
- ▨ AO

PIN - 64586  
 Par Num - 011.000  
 Acreage - 38.120  
 Subdivision -  
 Lot -  
 Street Name -  
 Street Number - 0  
 Improvement -

Name - FLOWERWOOD NURSERY INC  
 Address1 - P O BOX 665  
 Address2 -  
 Address3 -  
 City - LOXLEY  
 State - AL  
 Zip - 36551

The Information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.

Parcel #  
 05-54-04-18-0-000-011.000



# Baldwin County Revenue Commissioner

## Property Appraisal Link BALDWIN COUNTY, AL

Current Date 4/19/2018

Tax Year 2017  
Valuation Date October 1, 2016

## OWNER INFORMATION

PARCEL 54-04-18-0-000-011.000 PPIN 064586 TAX DIST 02  
 NAME FLOWERWOOD NURSERY INC  
 ADDRESS P O BOX 665  
 LOXLEY AL 36551  
 DEED TYPE BOOK 0121 PAGE 0001650  
 PREVIOUS OWNER  
 LAST DEED DATE //0000

## DESCRIPTION

39 ACC SE1/4 OF SW1/4 LESS RD R/W'S SEC 18 T7S R4E

## PROPERTY INFORMATION

PROPERTY ADDRESS  
 NEIGHBORHOOD FOLEY FOLEY AREA  
 PROPERTY CLASS SUB CLASS  
 LOT BLOCK  
 SECTION/TOWNSHIP/RANGE 00-00 -00  
 LOT DIMENSION ZONING

## PROPERTY VALUES

LAND: 171600 CLASS 1: TOTAL ACRES: 39.00  
 BUILDING: CLASS 2: TIMBER ACRES: 39.00  
 CLASS 3: 171600  
 TOTAL PARCEL VALUE: 171600  
 ESTIMATED TAX: \$69.98  
 TOTAL USE VALUE: 23580

## DETAIL INFORMATION

| CODE | TYPE | REF | METHOD | DESCRIPTION     | LAND USE              | TCH | HS | PR | MARKET USE<br>VALUE | VALUE |
|------|------|-----|--------|-----------------|-----------------------|-----|----|----|---------------------|-------|
| U    | USE  | 2   | ST     | AC9 9.00 acres  | 8310-TIMBER (GOOD C1) | 3   | N  | N  | 6660                |       |
| U    | USE  | 3   | ST     | AC9 30.00 acres | 8320-TIMBER (AVG. C2) | 3   | N  | N  | 16920               |       |
| M    | LAND | 4   | ST     | AC9 39.00 acres | 8100-AGRICULTURAL     | 3   | N  | N  | 171600              |       |

[View Tax Record](#)

STATE OF ALABAMA  
COUNTY OF BALDWIN

J. DON FOSTER, ESQUIRE  
Foster, Brackin & Bolton P.A.  
1715 N. McKenzie Street  
Foley, Alabama 36535

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that

JOHN B. FOLEY, as Executor under the Last Will and Testament of John Burton Foley, Jr., deceased, hereinafter referred to as the Grantor.

In consideration of TWENTY EIGHT THOUSAND FOUR HUNDRED

DOLLARS (\$ 28,400.00 ); of which the sum of FIVE THOUSAND SIX HUNDRED AND EIGHTY

DOLLARS

(\$ 5,680.00 ) is hereby acknowledged to have been paid to said grantor by

FLOWERWOOD NURSERY, INC.

hereinafter called the grantee/s, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, if any, unto said grantee/s its successors and assigns, in fee simple, forever.

all of that certain real property in Baldwin County, Alabama, described as follows, to-wit:

The Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 18, Township 7 South, Range 4 East; LESS AND EXCEPT all oil, gas, and other minerals and all rights incidental thereto.

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed  
and the following tax collected on

SEP 27 1982

Ala. Tax 10.00 Index 3  
Deed 1.00 Mort. 2.00 Recorded in 27  
Book 121 Page 125  
By 1053 Judge of Probate

TOGETHER with all and singular the rights, members, tenements, privileges, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said grantee/s

Flowerwood Nursery, Inc. its successors and

heirs and assigns, FOREVER.

REAL 121. PRE 1650

The conveyance of the above described property and all covenants and warranties of the grantor hereunder (whether express, implied or statutory) are made subject to the following:

1. Lien of taxes hereafter falling due.
2. Prior reservation(s) of oil, gas, and other minerals and rights incidental thereto as expressed in such reservation(s).
3. Oil, gas, and mineral lease(s) now outstanding.
4. Encroachments, deficiencies or shortages in area which an accurate survey would reveal and existing rights-of-way and easements now of record or visible from the surface.
5. So long as any part of the purchase price remains unpaid no timber or pulpwood may be sold without seller's written consent and the proceeds of any such sale shall be paid on the outstanding balance as a prepayment applied first to interest and then to principal.
6. So long as any part of the purchase price, remains unpaid the buyer shall commit no waste on the property including, but not limited to, mining or selling dirt or clay.
7. Existing farm leases expiring not later than December 31, 1982 and crops growing thereon which may be later harvested.
8. Existing gas line easements and gas line running over and across said land.

The balance of the purchase price, to-wit the sum of \$ 22,720.00, to secure the payment of which a vendor's lien is hereby specifically retained by the grantor, is evidenced by promissory note of even date herewith made by the grantee and payable to the order of the grantor as follows:

In annual installments of \$ 4,022.00, including interest at the rate of 12% percent per annum on the unpaid balance of the indebtedness, each annual installment to be applied first to the payment of such interest and the balance to be applied to reduce the principal indebtedness, the first such annual installment to be due and payable on the 23 day of September, 1983, and each subsequent installment to be due and payable on the same day of each year thereafter, until the entire principal and interest are paid in full.

By accepting this conveyance, the grantee hereby agrees and binds himself, so long as any part of said purchase price, or the interest thereon, remains unpaid, as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by grantor, with loss, if any, payable to the grantor as his, its or their interest may appear; the policies evidencing said insurance to be approved by and deposited with grantor.
2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien so as to keep the same from becoming in default.
3. That if grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.
4. That if the grantee fails to perform any of the duties herein specified the grantor may perform the same, and any sum expended by the grantor in this behalf, including any principal, interest or other payment on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. And grantee hereby vests grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said grantee, at grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at his option to take possession of said property and at his option to sell the same at the front door of the Court House of Baldwin County, Alabama, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in the County of Baldwin, Alabama, and to make proper conveyance to the purchaser at such sale in the name of the grantee, and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and liabilities hereby secured, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said grantee.

6. At any sale under the powers herein contained, the said grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the grantee.

7. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their survivor (if the granting clause hereof so indicates) and their and their survivor's respective heirs, personal representatives, successors and assigns.

8. The singular shall include the plural and the masculine, the feminine and neuter; and specifically the word "grantor" shall include one or more and the word "grantee" shall include one or more and shall also include the survivor of the grantees when the granting clause hereof includes the survivor of the grantees.

IN WITNESS WHEREOF, the aforesaid grantor and grantee have hereunto set their hands and seals

this the 23 day of September, 1982

P.O. Box 1047  
Foley, Al 36536

P.O. Box 665  
Loxley, Al 36551

John B. Foley (SEAL)  
JOHN B. FOLEY, as Executor under the Last Will  
and Testament of John Burton Foley, Jr. - Grantor

FLOWERWOOD NURSERY, INC. (SEAL)

BY: Gregory L. Smith (SEAL)  
GREGORY L. SMITH

\_\_\_\_\_  
(SEAL)

STATE OF ALABAMA  
COUNTY OF BALDWIN

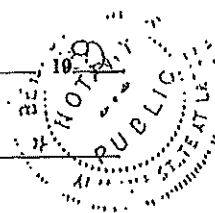
I, Beth Bulman, a Notary Public in and for said

County in said State, hereby certify that John B. Foley, as Executor under the Last Will  
and Testament of John Burton Foley, Jr.,

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 instrument, he  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of September, 1982

Beth Bulman  
Notary Public



REAL 121 PAGE 1652



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said  
County in said State, hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing instrument, and who \_\_\_\_\_ known to me, acknowledged  
before me on this day that, being informed of the contents of the instrument, \_\_\_\_\_  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Beth Bulman, a Notary Public in and for said County in said State,  
hereby certify that Gregory L. Smith and \_\_\_\_\_  
whose names as President and \_\_\_\_\_  
respectively, of Flowerwood Nursery, Inc., a corporation, are

signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that,  
being informed of the contents of the instrument, they, as such officers and with full authority, executed  
the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of September, 1982.

*Beth Bulman*  
Notary Public

REC-121 PAGE 1653

VENDOR'S LIEN DEED

TO



## Alabama Secretary of State



| Flowerwood Nursery, Inc.   |   |
|--|---|
| Entity ID Number   | 007 - 329   |
| Entity Type  | Domestic Corporation  |
| Principal Address  | MOBILE, AL  |
| Principal Mailing Address  | Not Provided  |
| Status   | Exists  |
| Place of Formation   | Mobile County   |
| Formation Date   | 10-3-1946   |
| Registered Agent Name  | SMITH, GREGORY L JR   |
| Registered Office Street Address   | 6470 DAUPHIN ISLAND PKWY<br>MOBILE, AL 36605  |
| Registered Office Mailing Address  | Not Provided  |
| Nature of Business   | GENERAL NURSERY BUSINESS  |
| Capital Authorized   | \$10,000  |
| Capital Paid In  | \$10,000  |
| Incorporators  |   |
| Incorporator Name  | SMITH, HARRY H  |
| Incorporator Street Address  | Not Provided  |
| Incorporator Mailing Address   | Not Provided  |
| Incorporator Name  | SMITH, GREGORY L  |
| Incorporator Street Address  | Not Provided  |
| Incorporator Mailing Address   | Not Provided  |
| Incorporator Name  | SMITH, RUTH R   |
| Incorporator Street Address  | Not Provided  |
| Incorporator Mailing Address   | Not Provided  |
| Annual Reports   |   |
| Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.ador.alabama.gov">www.ador.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports. |   |
| Report Year  | <a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a><br><a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a><br><a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> |

| Flowerwood Nursery, Inc.      |  |
|-------------------------------|--|
| Transactions                  |  |
| Transaction Date              | 12-14-2000   |
| Registered Agent Changed From | Not Provided   |
| Transaction Date              | 9-27-2006  |
| Legal Name Merged             | Flowerwood Nursery, Inc.                                 |
| Transaction Date              | 9-27-2006  |
| Miscellaneous Filing Entry    | MRGR FILED THIS DATE EFFECTIVE OCTOBER 1, 2006 @12:01 AM |
| Scanned Documents             |  |
| Document Date / Type / Pages  | 12-14-2000 Registered Agent Change 1 pg.                 |
| Document Date / Type / Pages  | 9-27-2006 Merger 8 pgs.                                  |
|                               |  |

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**COMMUNITY DEVELOPMENT DEPARTMENT**

200 NORTH ALSTON STREET

*Foley, Alabama 36535*

[www.cityoffoley.org](http://www.cityoffoley.org)

(251) 952-4011

FAX (251) 971-3442

May 15, 2018

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

RE: PreZoning Recommendation

Dear Mayor Koniar and City Council Members:

The City of Foley Planning Commission held a regular meeting on April 18, 2018 and recommended pin # 64586 be prezoned as M1 (Light Industrial District).

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

Respectfully,

Melissa Ringler  
Planning & Zoning Coordinator  
[mringle@cityoffoley.org](mailto:mringle@cityoffoley.org)

MAYOR: John E. Koniar

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Vickey Southern

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