



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.

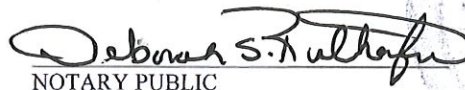
Dated this 28 day of January, 2019.


Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 28 day of January, 2019, before me personally appeared Stacey Ryals, 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 DEBORAH S. RUTHERFORD
Notary Public, Alabama State At Large
My Commission Expires 08/21/2021

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 checked="" 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 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 1

Number of occupants Adults ? Race ?

Number of businesses currently located on the property being annexed NA

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

Name of business NA

Owner's Name _____

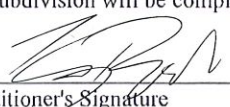
Mailing Address _____

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

☒ Yes

If yes, state estimated date the development or subdivision will be completed 01/2020

☐ 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

1255317



STATE OF ALABAMA

STATUTORY WARRANTY DEED

BALDWIN COUNTY

THIS INDENTURE, made and entered into by and between Frank Eugene Little, as Executor of the ESTATE OF DOLLY ELIZABETH LITTLE, DECEASED (hereinafter referred to as party of the first part), and Richard Dixon Little, as Trustee of the BYPASS TRUST created under the Last Will and Testament of Dolly Elizabeth Little, Deceased (hereinafter referred to as party of the second part), WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to party of the first part by party of the second part, receipt of which is hereby acknowledged, party of the first part has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Richard Dixon Little, as Trustee of the BYPASS TRUST created under the Last Will and Testament of Dolly Elizabeth Little, Deceased, all of the undivided one-half (1/2) interest of the Estate of Dolly Elizabeth Little, Deceased, in and to the following described real property situated in Baldwin County, Alabama, to-wit:

The Northeast Quarter of Section 9, Township 8 South, Range 4 East consisting of 160 acres, more or less, as acquired by Frank E. Little and Dolly E. Little by deed recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Deed Book 265, page 359, et seq.

LESS AND EXCEPT the following:

1. A parcel of approximately 1.2 acres conveyed by Frank E. Little and Dolly E. Little to Franklin A. Little and Janice C. Little by Warranty Deed recorded February 12, 1979 in Real Property Book 45, page 646 and subsequently reconveyed by Instrument No. 644870, which real property is described as follows: From the Northeast corner of the Northeast Quarter of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence run West along the section line a distance of 395 feet to a point; thence run South a distance of 250 feet to a point;

thence run West a distance of 210 feet to a point; thence run North a distance of 250 feet to a point on the North line of said Section 9; thence run East a distance of 210 feet to the said Point of Beginning.

2. A parcel of approximately 80.42 acres conveyed by Frank E. Little and Dolly E. Little to Charles H. Horne and Elizabeth L. Horne, husband and wife, on May 13, 1994 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Real Property Book 574, page 170, et seq., which real property is described as follows: Commencing at the Northeast corner of Section 9, Township 8 South, Range 4 East, run South 00 degrees 00 minutes 00 seconds East, along the East line of said Section 9, 1320.56 feet to the point of beginning; continue thence South 00 degrees 00 minutes 00 seconds East along said East line 1320.50 feet; thence run North 89 degrees 55 minutes 50 seconds West, 2679.00 feet; thence run North 00 degrees 00 minutes 01 seconds West, 1320.73 feet; thence run South 89 degrees 55 minutes 10 seconds East, 1184 feet; thence run South 00 degrees 00 minutes 00 seconds East, 154.00 feet; thence run South 89 degrees 55 minutes 50 seconds East, 224.00 feet; thence run North 00 degrees 00 minutes 00 seconds West, 154.00 feet; thence run South 89 degrees 55 minutes 50 seconds East 1271.00 feet to the Point of Beginning. All being 80.42 acres, more or less, and lying in Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama. Less and except any portion lying in a public road right-of-way.

3. A parcel of approximately 20 acres conveyed by Frank E. Little and Dolly E. Little to Richard D. Little and Wynona B. Little by instrument dated September 2, 2003 which said deed is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument No. 757930, which real property is described as the West half of the Northwest Quarter of the Northeast Quarter, Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama.

4. A parcel of approximately 3 acres conveyed by Frank E. Little and Dolly E. Little to James R. Griffiths and Roberta Griffiths by deed dated November 19, 2004 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument No. 854555, which real property is described as follows: Commence at the purported Northeast corner of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South 00 degrees 03

minutes 46 seconds East, 40.0 feet; thence North 89 degrees 59 minutes 07 seconds West, 40.0 feet to the right-of-way of County Road 20 and James Road (80 foot right-of-way) and the Point of Beginning; thence along Western right-of-way of James Road (80 foot right-of-way) South 00 degrees 03 minutes 46 seconds East, 522.75 feet to a cap rebar set; thence North 89 degrees 59 minutes 07 seconds West, 250.0 feet to a cap rebar set; thence North 00 degrees 03 minutes 46 seconds West, 522.69 feet to a cap rebar set on the South right-of-way of County Road 20; thence along said right-of-way South 89 degrees 59 minutes 07 seconds East, 250.0 feet to the Point of Beginning; containing 3.0+/- acres.

5. That certain Order of condemnation dated May 19, 2009 in that action styled Baldwin County, Alabama, et al. v. James D. Magon, et al., Case No. CV-2008-556 in the Circuit Court of Baldwin County, Alabama, filed at Instrument No. 1179690 in the Probate Court of Baldwin County, Alabama and which describes the following parcels, to-wit: A part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 8 South, Range 4 East identified as Tract Number 33 on the County Road 20 Widening Project in Baldwin County, Alabama and being more fully described as follows: Commencing at Northeast corner of the Northeast Quarter of Section 9, Township 8 South, Range 4 East in Baldwin County, Alabama; thence run South 90 degrees 00 minutes 00 seconds West along the North line of said Section a distance of 605.00 feet to a point on the said Section line; thence run South 00 degrees 00 minutes 00 seconds East leaving the North line of said Section a distance of 40.00 feet to a point on the present South right-of-way of Baldwin County Road 20 said point also being the Point of Beginning of the property herein to be condemned; thence run South 00 degrees 00 minutes 00 seconds East a distance of 20.00 feet to a point on the acquired right-of-way line; thence run North 89 degrees 56 minutes 26 seconds West along said acquired right-of-way line a distance of 1404.26 feet to a point on the grantor's West property line; thence run North 00 degrees 00 minutes 01 seconds West along the grantor's West property line a distance of 20.00 feet to a point on the present South right-of-way of Baldwin County Road 20; thence run South 89 degrees 56 minutes 26 seconds East along the South right-of-way of Baldwin County Road 20 a distance of 1404.26 feet to the Point of Beginning of the property herein condemned and containing 0.650 acres, more or less.

And also commencing at the Northeast corner of the Northeast Quarter of Section 9, Township 8 South, Range 4 East in Baldwin County, Alabama; thence run South 90 degrees 00 minutes 00 seconds West along the North line of said Section a distance of 395.00 feet to a point on the said Section line; thence run South 00 degrees 00 minutes 00 seconds East leaving the North line of said Section a distance of 40.00 feet to a point on the present South right-of-way of Baldwin County Road 20 point also being the Point of Beginning of the property herein to be condemned; thence run South 89 degrees 56 minutes 26 seconds East along the South right-of-way line of Baldwin County Road 20 a distance of 105.04 feet to a point on the grantor's East property line; thence run South 00 degrees 03 minutes 46 seconds East along the grantor's East property line a distance of 20.00 feet to a point on the acquired right-of-way; thence run North 89 degrees 56 minutes 26 seconds West along the acquired right-of-way a distance of 105.07 feet to a point on the grantor's West property line; thence run North 00 degrees 00 minutes 00 seconds West along the grantor's West property line a distance of 20.00 feet to a point on the present South right-of-way of Baldwin County Road 20 and the Point of Beginning being herein condemned and containing 0.040 acres, more or less.

SUBJECT, HOWEVER, to the following:

1. Right-of-Way Deed for Public Road dated September 7, 1971, filed for record September 19, 1990, from Frank E. Little and Dolly E. Little to Baldwin County, Alabama recorded in Real Property Book 401, page 132.
2. Right-of-Way Deed for Public Road dated September 24, 1958, filed for record November 27, 1990, from Frank E. Little and Dolly E. Little, et al. to Baldwin County, Alabama recorded in Real Property Book 407, page 1095.
3. Electric Line Right-of-Way Easement dated December 15, 1994, filed for record January 11, 1995, from Frank E. Little and Dolly E. Little to Baldwin County Electric Membership Corporation recorded in Real Property Book 609, page 1081.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said BYPASS TRUST, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal on this the 13 day of October, 2010.

Frank Eugene Little
Frank Eugene Little,
As Executor of the Last Will
and Testament of Dolly
Elizabeth Little, Deceased

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tonya R. Harnille, a Notary Public, in and for said County in said State, hereby certify that Frank Eugene Little, Executor of the ESTATE OF DOLLY ELIZABETH LITTLE, DECEASED, 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 in his capacity as Executor, executed the same voluntarily on the day the same bears date.

October, 2010. Given under my hand and seal this 13th day of

Tonya R. Harnille
NOTARY PUBLIC, Baldwin County,
Alabama
My Commission Expires: 10/01/2011

PARTY OF THE FIRST PART
Address: 20750 Mifflin Road
Foley, Alabama 36535

PARTY OF THE SECOND PART
Address: 20750 Mifflin Road
Foley, Alabama 36535

This instrument prepared by:

ALLAN R. CHASON

of the firm of CHASON & CHASON, P.C.
P. O. Box 100
Bay Minette, Alabama 36507

00016128.WPD

DISCLOSURE OF LEGAL REPRESENTATION

Date: October 30, 2017

Re:

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 562.75 feet to a point; thence West, a distance of 40.00 feet to ½ inch capped rebar "CA 700" on the West right-of-way of James Road to the POINT OF BEGINNING, said point being on the Southeast corner of Lot 1B of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a ½ inch capped rebar "CA 700"; thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a ½ inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.99 feet to a ½ inch capped rebar "CA 700"; thence North 89°58'09" West, a distance of 223.94 feet to a ½ inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.06 feet to a ½ inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a ½ inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a ½ inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a ½ inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 5/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the POINT OF BEGINNING. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

The Canon of Ethics of the Alabama Bar Association requires us to disclose to you that Irby & Heard, P.C., Attorneys at Law, represents Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, deceased, Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell in this transaction. Irby & Heard, P.C., encourages you to retain your own legal counsel to represent you in this transaction.

The Undersigned acknowledge that Irby & Heard, P.C., has fully disclosed to us that we have the right to obtain independent legal counsel to advise us in this transaction.

Alabama Armada, LLC, an Alabama
Limited Liability Company

By: 

Its:

STATE OF ALABAMA :

COUNTY OF BALDWIN :

TAX AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2017, is entered into by and between Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, deceased, Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell, hereinafter collectively referred to as "Seller" and Alabama Armada, LLC, an Alabama Limited Liability Company, hereinafter collectively referred to as "Purchaser". The following statements are a material part of this agreement:

1. The Seller and Purchaser have entered into a Real Estate Contract wherein the Seller has agreed to sell unto the Purchaser and the Purchaser has agreed to purchase from the Seller that certain property known and designated as:

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 562.75 feet to a point; thence West, a distance of 40.00 feet to ½ inch capped rebar "CA 700" on the West right-of-way of James Road to the POINT OF BEGINNING, said point being on the Southeast corner of Lot 1B of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a ½ inch capped rebar "CA 700"; thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a ½ inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.99 feet to a ½ inch capped rebar "CA 700"; thence North 89°58'09" West, a distance of 223.94 feet to a ½ inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.06 feet to a ½ inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a ½ inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a ½ inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a ½ inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 5/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the POINT OF BEGINNING. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

2. In connection with the preparation of the HUD-1 Settlement Statement or Closing Disclosure, the ad Valorem property taxes have been computed based upon the tax amount paid for the preceding taxable year.
3. The parties hereto have been advised by Irby & Heard, P.C., the Closing Agent, that the taxes for the current year may differ from the taxes paid in the preceding year due to any one or more of the following reasons:
 - A. Tax credits issued by the State of Alabama or the County Tax Office;
 - B. Reassessment of property values by the County Tax Assessor;
 - C. Change in assessment ratio;
 - D. Change in millage rate;
 - E. Change in tax valuation mandated by the State of Alabama or the county Tax Assessor;
 - F. Change of status of property from unimproved to improved.

4. The parties each acknowledge a personal property tax may also be assessed, and Purchaser shall pay the total amount of all applicable taxes when due.

Therefore the parties hereto agree as follows:

1. When the tax bill for the current taxes is issued, the Seller shall forward the bill to the Purchaser.
2. In the event the proration of the taxes, as reflected on the HUD-1 Settlement Statement or Closing Disclosure, does not reflect a fair and equitable division of the taxes for the subject year based upon the proration of the current tax bill, the party receiving excess funds, if any, shall refund such excess funds to the other party. In the event insufficient funds were collected, the Seller agrees to reimburse to the Purchaser the difference between the amount collected at closing and the prorated amount based upon the current tax bill refund to the Purchaser.
3. The parties hereto recognize that Irby & Heard, P.C., as Closing Agent, has prepared the proration of taxes based upon the last paid tax amount and, in the event the property was unimproved for the preceding tax year, it represents its best estimate of the tax amount, and the closing agent has collected necessary escrow funds and made such prorations based upon those calculations. The parties hereto agree to accept the tax proration(s) as shown on the HUD-1 Settlement Statement or Closing Disclosure and to hold and save Irby & Heard, P.C. and Commonwealth Land Title Insurance Company harmless from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind of character whatsoever by reason of any change in property classification, change in current use status, loss of homestead or unreported improvements resulting in escape taxes and any change in property valuation or ad Valorem or other taxes. The parties hereto specifically hold harmless Irby & Heard, P.C. and Commonwealth Land Title Insurance Company from any and all costs, charges or assessments in connection with any increased tax amount.
4. Purchaser acknowledges all taxes are paid in arrears and Purchaser may not receive a bill, however, Purchaser shall still be responsible for the payment of said taxes when due.

The taxes for the current year have been reversed prorated at closing. Said tax bill will become due and payable on October 1, 2017, and will be delinquent if not paid on or before December 31, 2017, and will be paid by Purchaser.

Purchaser also acknowledges the taxes for the following years will become due and payable on October 1st of each year, and will be delinquent if not paid on or before December 31st of such year. Purchaser further acknowledges and understands Purchaser shall be solely responsible for contacting the Baldwin County Revenue Office to properly assess the above said property for taxes and pay same when due regardless of whether Purchaser receives a bill for same. Purchaser must contact the Baldwin County Revenue Commissioner's office, Baldwin County Courthouse, Post Office Box 1549, Bay Minette, Alabama, 36507, telephone number (251) 937-0245, to pay any said taxes when due and change the assessment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2017.

Seller:




Witness

Richard D. Little, as Trustee of the Bypass Trust
Created Under the Last Will and Testament of
Dolly Elizabeth Little, deceased and as Executor
Of the Estate of Frank Eugene Little, deceased

Address:

Telephone:

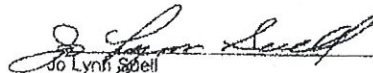
Witness


Franklin A. Little

Address:

Telephone:

Witness


Jo Lynn Soell

Address:

Telephone:

Purchaser:

Witness

Alabama Armada, LLC, an Alabama
Limited Liability Company

By: 

Its:



Address:

Telephone:

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Statement

Irby & Heard, P.C. has been informed that certain Purchasers have received the attached Deed Processing Notice after closing the purchase of their home or of their investment property. The attached Deed Processing Notice offers to obtain for Purchasers, a copy of their Deed after closing.

The purpose of this Statement is to advise you that there is no need to purchase the service offered by the attached Notice if the transaction is closed by Irby & Heard, P.C.

Irby & Heard, P.C. will send the original, recorded Deed to you along with your Owners Policy of Title Insurance. There is no need for you to pay a third party for a copy of your Deed when you will receive the original, recorded Deed directly from us.

This Statement is given on this _____ day of _____, 2017.

Alabama Armada, LLC, an Alabama
Limited Liability Company

By: _____

Its: _____

DEED PROCESSING NOTICE

MIXED AADC 826

PROPERTY NO:	
5399999999	
COUNTY:	
BALDWIN	
Due Date	Amount Due
02/22/2013	\$81.00

...Ditch and mill

Please Respond By: 02/22/2013

Records obtained through public information show a deed was recorded in your name John Doe on 2013/01/17, which indicates your ownership and/or interest in the specified property below.

Doc Number: 55-91D
Property Zone: 20100922
Use Code: 262
Parcel No: 99959599

This product or service has not been approved, or endorsed by any government agency, and this offer is not being made by an agency of the government. This is not a bill. This is a solicitation; you are under no obligation to pay the amount stated, unless you accept this offer.

THIS SERVICE TO OBTAIN A COPY OF YOUR GRANT DEED OR OTHER RECORD OF TITLE IS NOT ASSOCIATED WITH ANY GOVERNMENTAL AGENCY. YOU CAN OBTAIN A COPY OF YOUR GRANT DEED OR OTHER RECORD OF TITLE FROM THE COUNTY RECORDER IN THE COUNTY WHERE YOUR PROPERTY IS LOCATED IN. FOR UP TO \$400.



NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: ALABAMA ARMADA, LLC, AN ALABAMA LIMITED LIABILITY COMPANY

RICHARD D. LITTLE, AS TRUSTEE OF THE BYPASS TRUST
CREATED UNDER THE LAST WILL AND TESTAMENT OF
DOLLY ELIZABETH LITTLE, DECEASED, RICHARD D.
LITTLE, AS EXECUTOR OF THE ESTATE OF FRANK
EUGENE LITTLE, DECEASED AND FRANKLIN A. LITTLE AND
JO LYNN SUELL

RE: AGENT/APPROVED ATTORNEY: Irby & Heard, P.C.
AGENT FILE NUMBER: 17332

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama (1975), this notice of availability of closing or settlement protection is required to be made to you. You are the lender, buyer, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Commonwealth Land Title Insurance Company and in the form approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is charged per covered party as set out below.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "CPL"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the CPL:

- 1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
- 2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the CPL, or if you have indicated below that you request settlement or closing protection, and have paid the quoted cost. If title insurance is not purchased by any party, this offer of closing or settlement protection is VOID, or if the commitment or title insurance policies are issued by a different underwriter than the underwriter who issued the CPL, this offer of closing or settlement protection is VOID.


If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice. Lender requests settlement or closing protection per its written closing instructions to settlement provider or declines as set out below.

Buyer/Borrower(s)	request <input type="checkbox"/>	decline <input type="checkbox"/>	settlement or closing protection charge \$ 25.00
Seller(s)	request <input type="checkbox"/>	decline <input checked="" type="checkbox"/>	settlement or closing protection charge \$ 50.00
Lender		decline <input type="checkbox"/>	settlement or closing protection charge \$ 25.00
TOTAL			\$ _____

Remit payment to: Agency Operations, 100 Corporate Ridge, Suite 120, Birmingham, AL 35242

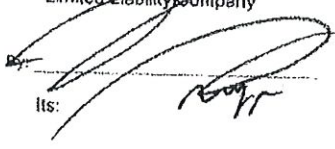
Alabama Armada, LLC, an Alabama
Limited Liability Company

Signed:

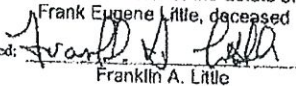

Richard D. Little, as Trustee of
the Bypass Trust Created Under
the Last Will and Testament of
Dolly Elizabeth Little, deceased
and as Executor of the Estate of
Frank Eugene Little, deceased

10-30-17
Date

Its:


10-30-17
Date

Signed:

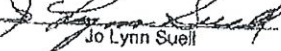

Franklin A. Little

10-30-17
Date

Signed:

Date

Signed:


Jo Lynn Suehl

10-30-17
Date

Signed:

Date

STATE OF ALABAMA

BALDWIN COUNTY

STATUTORY WARRANTY DEED

THIS INDENTURE, made and entered into by and between Richard D. Little, as Trustee of the BYPASS TRUST CREATED UNDER THE LAST WILL AND TESTAMENT OF DOLLY ELIZABETH LITTLE, DECEASED; Richard D. Little, as Executor of the ESTATE OF FRANK EUGENE LITTLE, DECEASED; and FRANKLIN A. LITTLE and JO LYNN SUELL, husband and wife (hereinafter referred to as parties of the first part), and ALABAMA ARMADA, LLC, an Alabama limited liability company (hereinafter referred to as party of the second part), and

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to parties of the first part by party of the second part, receipt of which is hereby acknowledged, parties of the first part have granted, bargained, sold, and conveyed and by these presents do hereby GRANT, BARGAIN, SELL, and CONVEY unto the said ALABAMA ARMADA, LLC, an Alabama limited liability company, the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 562.75 feet to a point; thence West, a distance of 40.00 feet to a ½ inch capped rebar "CA 700" on the West right-of-way of James Road to the Point of Beginning, said point being on the Southeast corner of Lot 1B of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a ½ inch capped rebar "CA 700"; thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a ½ inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.99 feet to a ½ inch capped rebar "CA 700"; thence North 89°58'09" West, a distance of 223.94 feet to a ½ inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.06 feet to a ½ inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a ½ inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a ½ inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence

South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a 1/2 inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 5/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the Point of Beginning. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

SUBJECT, HOWEVER, to the following:


1. 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, and under subject property.
2. Right-of-Way Deed for Public Road from Frank E. Little and Dolly E. Little to Baldwin County, Alabama, dated September 7, 1971 and recorded September 19, 1990, in Real Property Book 401, page 132.
3. Right-of-Way Deed for Public Road from Frank E. Little and Dolly E. Little, et al. to Baldwin County, Alabama, dated September 24, 1958 and recorded November 27, 1990, in Real Property Book 407, page 1095.
4. Electric Line Right-of-Way Easement from Frank E. Little and Dolly E. Little to Baldwin County Electric Membership Corporation recorded in Real Property Book 609, page 1081.
5. Drainage Easement from Richard Dixon Little, as Executor of the Estate of Frank E. Little, Deceased, and Richard Dixon Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, Deceased, to 2020, LLC, an Alabama limited liability company, dated July 19, 2017 and recorded July 25, 2017, as Instrument Number 1646476, pages 1 through 4.
6. Reservation of oil, gas, and minerals as contained in deed from M. W. Childress and Delores Childress to Frank E. Little and Dolly E. Little, dated May 14, 1958 and recorded May 20, 1958 in Deed Book 265, pages 359 through 360.
7. Wire fence not being located on the true South line of the property described hereinabove, as shown on survey by David Lowery dated July 2017.

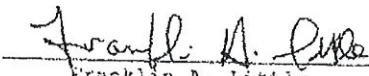
8. Minimum building setback lines and drainage and utility easements and other matters shown on Slide Number 2236-C.

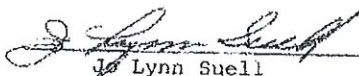
Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said ALABAMA ARMADA, LLC, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on this the ____ day of _____, 2017.


(SEAL)
Richard D. Little,
as Trustee of the Bypass Trust
Created Under the Last Will
and Testament of Dolly
Elizabeth Little, Deceased,
and as Executor of the Estate
of Frank Eugene Little,
Deceased


(SEAL)
Franklin A. Little


(SEAL)
Jo Lynn Suell

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Richard D. Little, as Trustee of the **BYPASS TRUST CREATED UNDER THE LAST WILL AND TESTAMENT OF DOLLY ELIZABETH LITTLE, DECEASED**, and as Executor of the **ESTATE OF FRANK EUGENE LITTLE, DECEASED**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacities as such Trustee and Executor, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2017.

NOTARY PUBLIC, Baldwin County,
Alabama

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in
and for said County in said State, hereby certify that **FRANKLIN
A. LITTLE**, 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 seal this _____ day of
_____, 2017.

NOTARY PUBLIC, Baldwin County,
Alabama

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in
and for said County in said State, hereby certify that **JO LYNN
SUELL**, 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, she executed the same
voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of
_____, 2017.

NOTARY PUBLIC, Baldwin County,
Alabama

My Commission Expires: _____

PARTIES OF THE FIRST PART

Address: 1135 Grove Park Lane
Earlsville, Virginia 22936

PARTY OF THE SECOND PART

Address: 956 Commerce Loop
Gulf Shores, Alabama 36542

This instrument prepared by:

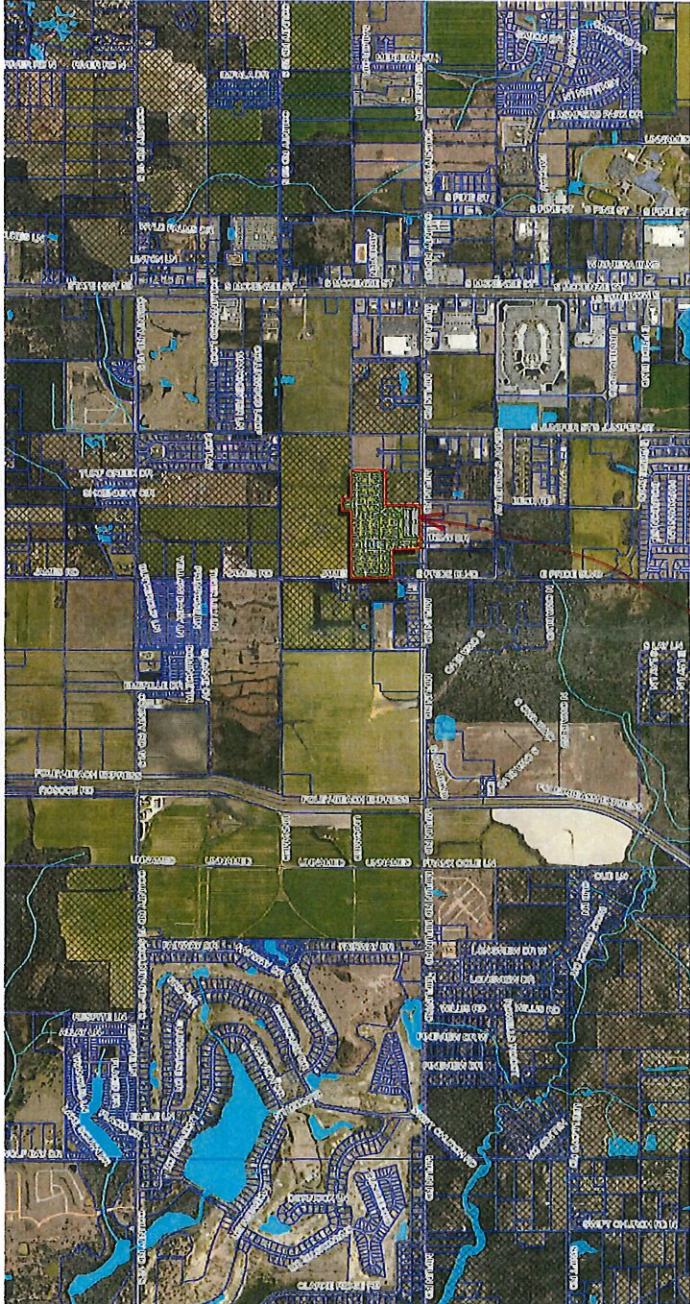
ALLAN R. CHASON

of the firm of CHASON & CHASON, P.C.
P. O. Box 100
Bay Minette, Alabama 36507
(251) 937-2191

00028744 WPD

STATUTORY WARRANTY DEED
Issued to Alabama Armada, LLC
Page 4 of 4

Parcel Pins : 026102
367206



SITE CONTEXT MAP
NOT TO SCALE

Master Planning

