



COMMUNITY DEVELOPMENT DEPARTMENT

120 S. MCKENZIE STREET

Foley, Alabama 36535

www.cityoffoley.org

(251) 952-4011

October 22, 2019

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

RE: Request for Rezoning

Dear Mayor Koniar and City Council Members:

The City of Foley Planning Commission held a regular meeting on October 16, 2019 and the following action was taken:

Agenda Item: Housing Authority of the City of Foley- Request for Rezoning

The City of Foley Planning Commission has received a request to recommend to Mayor and Council the rezoning of 16.14 +/- acres. Property is currently zoned R-1A and R-3 the proposed zoning is PUD. Property is located south of 2nd Ave., north of 9th Ave., west of Pine St., east of Oak St. Applicant is Housing Authority of the City of Foley.

Action Taken:

Commissioner Abrams made a motion to recommend the requested rezoning to Mayor and Council. Commissioner Mixon seconded the motion. Commissioner Hamrick abstained. All other Commissioners voted aye.

Motion to recommend the requested rezoning 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: Kathryn Taylor

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



**CITY OF FOLEY, ALABAMA
APPLICATION FOR
ZONING OF PROPERTY**

1. LOCATION OF PROPERTY (ADDRESS, PIN #, LEGAL DESCRIPTION, MAP/SURVEY, DEED, AND CORPORATION OWNERSHIP INFORMATION):
Site located east of Oak Avenue along W. 2nd Ave, W. 3rd Ave, W. 4th Ave, W. 5th Ave, W. 6th Ave, W. 8th Ave, and W. 9th Avenue
Baldwin County Tax PINs 42243, 71944, 71945, 1124, 83268, 10457, 64598, 78549, 42208, 71941, 42241, 42244, 71942, 71943; Legal Description and surveys to be provided. Site owned by the Housing Authority of the City of Foley, Alabama.
2. ATTACH A SEPARATE LIST OF ADJACENT PROPERTY OWNERS:
TBD by GIS
3. APPROXIMATE SIZE OF PROPERTY:
16.14 +/- Acres
4. PRESENT ZONING OF PROPERTY:
R-3 and R-1A
5. REQUESTED ZONING:
PUD
6. BRIEF DESCRIPTION OF CURRENT USE AND STRUCTURES LOCATED ON THE PROPERTY:
Multifamily housing owned and managed by the Housing Authority of the City of Foley along with the PHA's office, community center and maintenance building. 43 buildings to be demolished.
7. BRIEFLY DESCRIBE THE CONTEMPLATED USE OF THE PROPERTY IF REZONED (TYPE OF DEVELOPMENT, DENSITY, ETC.)
Redevelopment into new multifamily dwellings, up to 57 dwelling buildings with up to 104 family living units plus a community center (gym) and office.
8. PROCESSING FEE OF \$500.00 FOR 20 ACRES OR LESS, PLUS \$15.00 PER ADDITIONAL ACRE OVER 20.

I CERTIFY THAT I AM THE PROPERTY OWNER AND ATTEST THAT ALL FACTS AND INFORMATION SUBMITTED ARE TRUE AND CORRECT.

DATE: 9-19-2019

Cindy Hamrick
PROPERTY OWNER/APPLICANT
302 W. Fourth Ave. Foley, AL.
PROPERTY OWNER ADDRESS
251-971-1075
PHONE NUMBER
Cindy@foleyhousingauthority.com
EMAIL ADDRESS

received
9-20-19

Fees waived

LEGAL DESCRIPTION (0.42 Acres) – Lot 1 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 0.42 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 950.00 feet to a 1/2" rebar w/cap iron pin found on a the intersection of the South right-of-way of West Sixth Avenue and the West right-of-way of Pine Street (Not Open); thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 41 minutes 31 seconds East 39.78 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Sixth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 11 minutes 19 seconds East 289.97 feet to a concrete monument found at the intersection of the South right-of-way of West Fifth Avenue and the West right-of-way of Pine Street (Not Open); thence North 00 degrees 12 minutes 15 seconds East 40.00 feet to the intersection of the West right-of way of Pine Street (Not Open) and the North right-of-way of West Fifth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 12 minutes 15 seconds East 289.63 feet to the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Fourth Avenue; thence North 00 degrees 12 minutes 15 seconds East 40.22 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Fourth Avenue; thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 10 minutes 44 seconds East 290.40 feet to a 1/2" rebar w/cap iron pin set at the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Third Avenue; thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 10 minutes 58 seconds East 40.00 feet to a rebar w/cap iron pin set at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Third Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 12 minutes 18 seconds East 144.65 feet to a 1/2" rebar w/cap iron pin set; thence continue along the West right-

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9-20-19

of-way of Pine Street (Not Open), North 00 degrees 12 minutes 18 seconds East 144.65 feet to a ¼" rebar-bent iron pin found at the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Second Avenue; thence along the South right-of-way of West Second Avenue, North 89 degrees 46 minutes 57 seconds West 89.27 feet to a ½" rebar w/cap iron pin set; thence continue along the South right-of-way of West Second Avenue, as it curves, concave Northerly, having a chord bearing and distance of North 89 degrees 44 minutes 35 seconds West 91.57 feet, an arc length of 115.72 feet and a radius of 50.00 feet to a rebar w/cap iron pin set; thence continue along the South right-of-way of West Second Avenue, North 89 degrees 44 minutes 35 seconds West 69.13 feet to a rebar w/cap iron pin set; thence continue along the South right-of-way of West Second Avenue, North 89 degrees 51 minutes 21 seconds West 125.02 feet to a ¼" crimp-top iron pin found, also being the POINT OF BEGINNING; thence along the South right-of-way of West Second Avenue, North 89 degrees 37 minutes 49 seconds West 124.98 feet to a ½" rebar w/cap iron pin set; thence departing said right-of-way, South 00 degrees 11 minutes 53 seconds West 145.00 feet to a ½" rebar w/cap iron pin set; thence South 89 degrees 44 minutes 35 seconds East 125.00 feet to a ½" rebar w/cap iron pin set; thence North 00 degrees 11 minutes 23 seconds East 144.75 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION (1.17 Acres) – Lot 2 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 1.17 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 950.00 feet to a 1/2" rebar w/cap iron pin found on a the intersection of the South right-of-way of West Sixth Avenue and the West right-of-way of Pine Street (Not Open); thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 41 minutes 31 seconds East 39.78 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Sixth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 11 minutes 19 seconds East 289.97 feet to a concrete monument found at the intersection of the South right-of-way of West Fifth Avenue and the West right-of-way of Pine Street (Not Open); thence North 00 degrees 12 minutes 15 seconds East 40.00 feet to the intersection of the West right-of way of Pine Street (Not Open) and the North right-of-way of West Fifth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 12 minutes 15 seconds East 289.63 feet to the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Fourth Avenue; thence North 00 degrees 12 minutes 15 seconds East 40.22 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Fourth Avenue; thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 10 minutes 44 seconds East 290.40 feet to a 1/2" rebar w/cap iron pin set at the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Third Avenue; thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 10 minutes 58 seconds East 40.00 feet to a rebar w/cap iron pin set at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Third Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 12 minutes 18 seconds East 144.65 feet to a 1/2" rebar w/cap iron pin set, also being the POINT OF BEGINNING;

thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 12 minutes 18 seconds East 144.65 feet to a ¼" rebar-bent iron pin found at the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Second Avenue; thence along the South right-of-way of West Second Avenue, North 89 degrees 46 minutes 57 seconds West 89.27 feet to a ½" rebar w/cap iron pin set; thence continue along the South right-of-way of West Second Avenue, as it curves, concave Northerly, having a chord bearing and distance of North 89 degrees 44 minutes 35 seconds West 91.57 feet, an arc length of 115.72 feet and a radius of 50.00 feet to a rebar w/cap iron pin set; thence continue along the South right-of-way of West Second Avenue, North 89 degrees 44 minutes 35 seconds West 69.13 feet to a rebar w/cap iron pin set; thence departing said right-of-way, South 00 degrees 11 minutes 09 seconds West 290.10 feet to a concrete monument on the North right-of-way of West Third Avenue; thence along the North right-of-way of West Third Avenue, South 89 degrees 56 minutes 22 seconds East 68.97 feet to a ½" rebar w/cap iron pin set; thence Continue along the North right-of-way of West Third Avenue, as it curves, concave Southeasterly, having a chord bearing and distance of North 62 degrees 33 minutes 33 seconds East 63.18 feet, an arc length of 68.38 feet and a radius of 50.00 feet to a ½" rebar w/cap iron pin set; thence North 00 degrees 11 minutes 44 seconds East 115.68 feet to a ½" rebar w/cap iron pin set; thence South 89 degrees 50 minutes 54 seconds East 124.96 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION (3.14 Acres) – Lot 3 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 3.14 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 950.00 feet to a 1/2" rebar w/cap iron pin found on a the intersection of the South right-of-way of West Sixth Avenue and the West right-of-way of Pine Street (Not Open); thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 41 minutes 31 seconds East 39.78 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Sixth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 11 minutes 19 seconds East 289.97 feet to a concrete monument found at the intersection of the South right-of-way of West Fifth Avenue and the West right-of-way of Pine Street (Not Open); thence North 00 degrees 12 minutes 15 seconds East 40.00 feet to the intersection of the West right-of way of Pine Street (Not Open) and the North right-of-way of West Fifth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 12 minutes 15 seconds East 289.63 feet to the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Fourth Avenue; thence North 00 degrees 12 minutes 15 seconds East 40.22 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Fourth Avenue, also being the POINT OF BEGINNING; thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 10 minutes 44 seconds East 290.40 feet to a 1/2" rebar w/cap iron pin set at the intersection of the West right-of-way of Pine Street (Not Open) and the South right-of-way of West Third Avenue; thence along the South right-of-way of West Third Avenue, North 89 degrees 56 minutes 22 seconds West 89.16 feet to a 1/2" rebar w/cap iron pin set; thence continue along the South right-of-way of West Third Avenue, as it curves, concave Northerly, having a chord bearing and distance of North 89 degrees 56 minutes 22 seconds West 91.47 feet, an arc length of 115.48 feet and a radius of 50.00 feet to a 1/2" rebar

w/cap iron pin set; thence continue along the South right-of-way of West Third Avenue, North 89 degrees 56 minutes 22 seconds West 69.23 feet to a concrete monument found; thence departing said right-of-way, South 00 degrees 13 minutes 39 seconds West 144.94 feet to a ½" rebar iron pin w/cap set; thence North 89 degrees 48 minutes 07 seconds West 250.02 feet to a ½" rebar w/cap iron pin set; thence North 00 degrees 10 minutes 58 seconds East 144.34 feet to a 1/2" rebar w/cap iron pin set on the South right-of-way of West Third Avenue; thence along the South right-of-way of West Third Avenue, North 89 degrees 56 minutes 22 seconds West 118.61 feet to a ½" rebar w/cap iron pin set at the intersection of the South right-of-way of West Third Avenue and the East right-of-way of Oak Avenue; thence along the East right-of-way of Oak Avenue, South 00 degrees 08 minutes 52 seconds West 288.81 feet to a ½" rebar w/cap iron pin set at the intersection of the East right-of-way of Oak Avenue and the North right-of-way of West Fourth Avenue; thence along the North right-of-way of West Fourth Avenue, South 89 degrees 47 minutes 33 seconds East 118.43 feet to a concrete monument found; thence continue along the North right-of-way of West Fourth Avenue, South 89 degrees 54 minutes 05 seconds East 250.94 feet to an iron pin (beep under pavement) found; thence continue along the North right-of-way of West Fourth Avenue, South 89 degrees 31 minutes 21 seconds East 101.30 feet to a ½" rebar w/cap iron pin set; thence continue along the North right-of-way of West Fourth Avenue, as it curves, concave Southerly, having a chord bearing and distance of South 89degrees 47 minutes 33 seconds East 100.00 feet, an arc length of 157.08 feet and a radius of 50.00 feet to a ½" rebar w/cap iron pin set; thence continue along the North right-of-way of West Fourth Avenue, South 89 degrees 47 minutes 33 seconds East 47.79 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION (0.83 Acres) – Lot 4 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 0.83 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 950.00 feet to a 1/2" rebar w/cap iron pin found on a the intersection of the South right-of-way of West Sixth Avenue and the West right-of-way of Pine Street (Not Open); thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 41 minutes 31 seconds East 39.78 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Sixth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 11 minutes 19 seconds East 289.97 feet to a concrete monument found at the intersection of the South right-of-way of West Fifth Avenue and the West right-of-way of Pine Street (Not Open); thence North 00 degrees 12 minutes 15 seconds East 40.00 feet to the intersection of the West right-of way of Pine Street (Not Open) and the North right-of-way of West Fifth Avenue; thence along the North right-of-way of West Fifth Avenue, North 89 degrees 54 minutes 16 seconds West 89.77 feet; thence continue along the North right-of-way of West Fifth Avenue, as it curves, concave Southerly, having a chord bearing and of North 89 degrees 48 minutes 30 seconds West 91.56 feet, an arc length of 115.70 feet and a radius of 50.00 feet; thence continue along the North right-of-way of West Fifth Avenue, North 89 degrees 48 minutes 30 seconds West 68.82 feet to a 1/2" rebar w/cap iron pin set, also being the POINT OF BEGINNING; thence along the North right-of-way of West Fifth Avenue, North 89 degrees 48 minutes 30 seconds West 250.09 feet to a 1/2" rebar w/cap iron pin set; thence departing said right-of-way, North 00 degrees 12 minutes 59 seconds East 145.00 feet to a concrete monument found; thence South 89 degrees 47 minutes 01 second East 250.04 feet to a 1/2" rebar w/cap iron pin set; thence South 00 degrees 11 minutes 53 seconds West 144.89 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION (0.41 Acres) – Lot 5 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 0.41 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 950.00 feet to a 1/2" rebar w/cap iron pin found on a the intersection of the South right-of-way of West Sixth Avenue and the West right-of-way of Pine Street (Not Open); thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 41 minutes 31 seconds East 39.78 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Sixth Avenue; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 11 minutes 19 seconds East 289.97 feet to a concrete monument found at the intersection of the South right-of-way of West Fifth Avenue and the West right-of-way of Pine Street (Not Open); thence along the South right-of-way of West Fifth Avenue, North 89 degrees 54 minutes 16 seconds West 89.72 feet to a PK-Nail w/ID Shiner set; thence continue along the South right-of-way of West Fifth Avenue, as it curves, concave Northwesterly, having a chord bearing and distance of South 51 degrees 05 minutes 15 seconds West 46.09 feet, an arc length of 47.90 feet and a radius of 50.00 feet to a 1/2" rebar w/cap iron pin set; thence continuing along the South right-of-way of West Fifth Avenue, as it curves, concave Northeasterly, having a chord bearing and distance of North 62 degrees 20 minutes 19 seconds West 62.99 feet, an arc length of 68.14 feet and a radius of 50.00 feet; thence continuing along the South right-of-way of West Fifth Avenue, North 89 degrees 49 minutes 38 seconds West 194.13 feet to a 1/2" rebar w/cap iron pin set, also being the POINT OF BEGINNING; thence continue along the South right-of-way of West Fifth Avenue, North 89 degrees 48 minutes 07 seconds West 124.42 feet to a rebar w/cap iron pin set; thence departing said right-of-way, South 00 degrees 12 minutes 29 seconds West 144.85 feet to a 1/2" rebar w/cap iron pin set; thence South 89 degrees 57 minutes 06 seconds East 124.93 feet to a concrete monument found; thence North 00 degrees 00 minutes 28 seconds East 144.52 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION (0.80 Acres) – Lot 6 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 0.80 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 950.00 feet to a 1/2" rebar w/cap iron pin found on a the intersection of the South right-of-way of West Sixth Avenue and the West right-of-way of Pine Street (Not Open); thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 41 minutes 31 seconds East 39.78 feet to a concrete monument found at the intersection of the West right-of-way of Pine Street (Not Open) and the North right-of-way of West Sixth Avenue, also being the POINT OF BEGINNING; thence continue along the West right-of-way of Pine Street (Not Open), North 00 degrees 11 minutes 19 seconds East 289.97 feet to a concrete monument found at the intersection of the South right-of-way of West Fifth Avenue and the West right-of-way of Pine Street (Not Open); thence along the South right-of-way of West Fifth Avenue, North 89 degrees 54 minutes 16 seconds West 89.72 feet to a PK-Nail w/ID Shiner set; thence continue along the South right-of-way of West Fifth Avenue, as it curves, concave Northwesterly, having a chord bearing and distance of South 51 degrees 05 minutes 15 seconds West 46.09 feet, an arc length of 47.90 feet and a radius of 50.00 feet to a 1/2" rebar w/cap iron pin set; thence South 00 degrees 11 minutes 53 seconds West 115.59 feet to a 1/2" crimp-top iron pin found; thence South 00 degrees 07 minutes 58 seconds West 116.05 feet to a 1/2" rebar w/cap iron pin set on the North right-of-way of West Sixth Avenue; thence along the North right-of-way of West Sixth Avenue, as it curves, concave Southwesterly, having a chord bearing and distance of South 50 degrees 52 minutes 34 seconds East 46.09 feet, an arc length of 47.90 feet and a radius of 50.00 feet to a PK-Nail w/ID Shiner set; thence continue along the North right-of-way of West Sixth Avenue, South 89 degrees 42 minutes 49 seconds East 89.55 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION (7.90 Acres) – Lot 7 on Site Plan

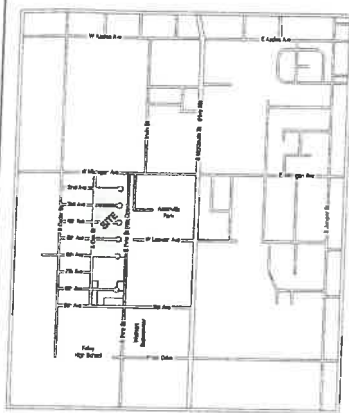
All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 7.90 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 330.00 feet to a 1/2" rebar w/cap iron pin set, also being the POINT OF BEGINNING; thence North 89 degrees 51 minutes 08 seconds West 125.00 feet to a 1/2" rebar w/cap iron pin set; thence South 00 degrees 08 minutes 52 seconds West 116.01 feet to a 1/2" rebar w/cap iron pin set on the North right-of-way of West Eighth Avenue; thence along the North right-of-way of West Eighth Avenue, as it curves, concave Southerly, having a chord bearing and distance of South 62 degrees 42 minutes 07 seconds West 62.90 feet, an arc length of 68.03 feet and a radius of 50.00 feet to a point; thence continue along the North right-of-way of West Eighth Avenue, North 89 degrees 52 minutes 42 seconds West 319.25 feet to a 1/2" crimp-top iron pin located; thence North 00 degrees 25 minutes 06 seconds East 144.99 feet to a 1/2" crimp-top iron pin found; thence North 89 degrees 39 minutes 58 seconds West 117.45 feet to a 1" crimp-top iron pin located on the East right-of-way of Oak Avenue; thence along the East right-of-way of Oak Avenue, North 00 degrees 04 minutes 03 seconds East 474.78 feet to a 1/2" rebar w/cap iron pin set at the intersection of the East right-of-way of Oak Avenue and the South right-of-way of West Sixth Avenue; thence along the South right-of-way of West Sixth Avenue, South 89 degrees 51 minutes 08 seconds East 436.68 feet to a 1/2" rebar w/cap iron pin set; thence continue along the South right-of-way of West Sixth Avenue, as it curves, concave Northerly, having a chord bearing and distance of South 89 degrees 51 minutes 08 seconds East 91.65 feet, an arc length of 115.93 feet and a radius of 50.00 feet to a PK-Nail with ID Shiner set on the South right-of-way of West Sixth Avenue; thence continue along the South right-of-way of West Sixth Avenue, South 89 degrees 51 minutes 08 seconds East 89.17 feet to a 1/2" rebar w/cap iron pin set on the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), South 00 degrees 08 minutes 52 seconds West 475.00 feet to the POINT OF BEGINNING.

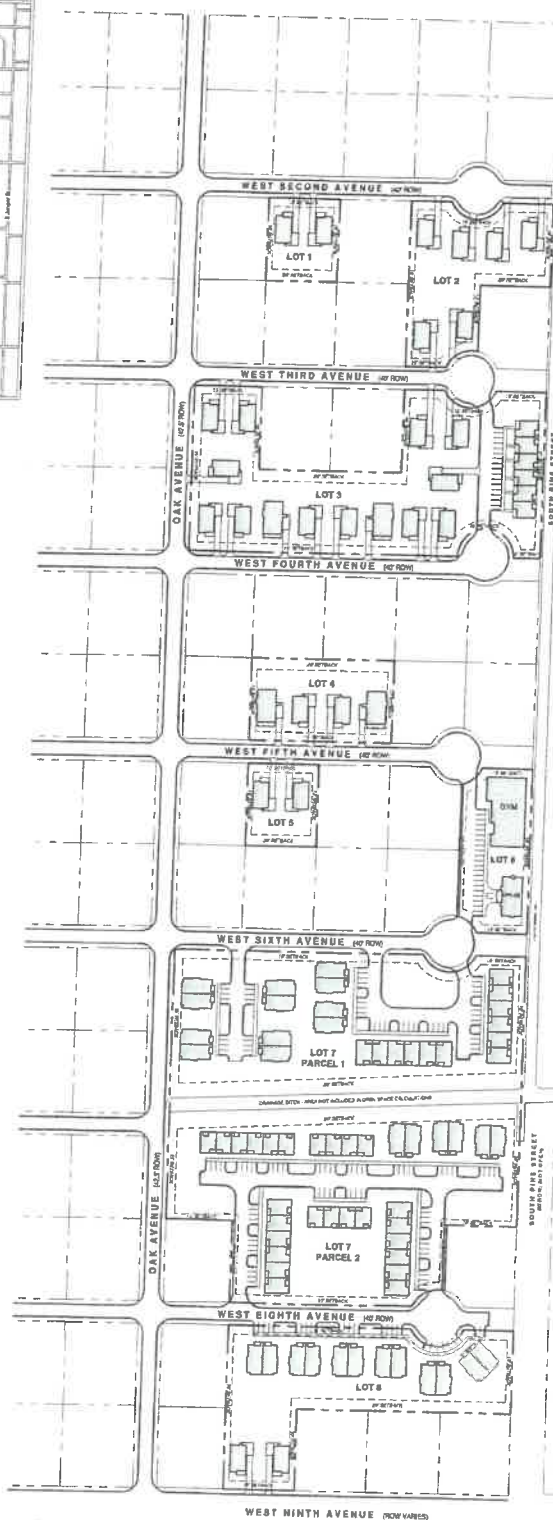
LEGAL DESCRIPTION (2.03 Acres) – Lot 8 on Site Plan

All that certain tract or parcel of land lying in Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, containing 2.03 acres and being more particularly described as follows:

Commencing at the Southeast corner of Section 32, Township 7 South, Range 4 East, Foley, Baldwin County, Alabama, run North 89 degrees 17 minutes 08 seconds West 1349.63 feet to a point; thence North 00 degrees 08 minutes 52 seconds East 25.00 feet to a point; thence North 89 degrees 51 minutes 08 seconds West 32.00 feet to the intersection of the North right-of-way of West Ninth Avenue and the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), North 00 degrees 08 minutes 52 seconds East 145.00 feet to a 1/2" rebar w/cap iron pin set on the West right-of-way of Pine Street (Not Open), also being the POINT OF BEGINNING; thence North 89 degrees 51 minutes 08 seconds West 375.00 feet to a 1/2" rebar w/cap iron pin set; thence South 00 degrees 16 minutes 18 seconds West 144.82 feet to a concrete monument located on the North right-of-way of West Ninth Avenue; thence along the North right-of-way of West Ninth Avenue, North 89 degrees 56 minutes 14 seconds West 124.69 feet to a 1/2" rebar w/cap iron pin set; thence North 00 degrees 07 minutes 29 seconds East 290.00 feet to a concrete monument located on the South right-of-way of West Eighth Avenue; thence along the South right-of-way of West Eighth Avenue, South 89 degrees 51 minutes 08 seconds East 319.30 feet to a point; thence along the South right-of-way of West Eighth Avenue as it curves, concave Northerly, having a chord bearing and distance of South 89 degrees 51 minutes 08 seconds East 91.65 feet, an arc length of 115.93 feet and a radius of 50.00 feet to a point on the South right-of-way of West Eighth Avenue; thence continue along the South right-of-way of West Eighth Avenue, South 89 degrees 51 minutes 08 seconds East 89.17 feet to a point on the West right-of-way of Pine Street (Not Open); thence along the West right-of-way of Pine Street (Not Open), South 00 degrees 08 minutes 52 seconds West 145.00 feet to the POINT OF BEGINNING.



Vicinity Map



South Oak Apartments

Foley, Alabama

GLOBAL

NO. OF UNITS 104
PARKING SPACES 227
LOT SIZE 16.14 +/- AC
701,313 +/- SF
COVERED 157,528 SF - 22.46%
OPEN 543,784 +/- SF - 77.54%
DENSITY 6.44 UNITS/ACRE

LOT 1

NO. OF UNITS 2
PARKING SPACES 4
LOT SIZE .42 +/- AC
18,295 +/- SF
COVERED 3,550 SF - 19%
OPEN 14,745 +/- SF - 81%
DENSITY 4.78 UNITS/ACRE

LOT 2

NO. OF UNITS 6
PARKING SPACES 12
LOT SIZE 1.17 +/- AC
50,965 +/- SF
COVERED 10,650 SF - 21%
OPEN 40,315 +/- SF - 79%
DENSITY 5.13 UNITS/ACRE

LOT 3

NO. OF UNITS 20
PARKING SPACES 40
LOT SIZE 3.14 +/- AC
136,778 +/- SF
COVERED 32,330 SF - 24%
OPEN 104,448 +/- SF - 76%
DENSITY 6.37 UNITS/ACRE

LOT 4

NO. OF UNITS 4
PARKING SPACES 8
LOT SIZE .83 +/- AC
36,154 +/- SF
COVERED 8,580 SF - 24%
OPEN 27,574 +/- SF - 76%
DENSITY 4.82 UNITS/ACRE

LOT 5

NO. OF UNITS 2
PARKING SPACES 4
LOT SIZE .41 +/- AC
17,859 +/- SF
COVERED 3,550 SF - 20%
OPEN 14,309 +/- SF - 80%
DENSITY 4.88 UNITS/ACRE

LOT 6

NO. OF UNITS 0
PARKING SPACES 19
LOT SIZE .80 +/- AC
34,848 +/- SF
COVERED 10,448 SF - 30%
OPEN 24,400 +/- SF - 70%
DENSITY N/A

LOT 7

NO. OF UNITS 56
PARKING SPACES 112
LOT SIZE 7.34 +/- AC
317,988 +/- SF
COVERED 88,354 SF - 21%
OPEN 249,634 +/- SF - 79%
DENSITY 7.63 UNITS/ACRE

LOT 8

NO. OF UNITS 14
PARKING SPACES 28
LOT SIZE 2.03 +/- AC
88,426 +/- SF
COVERED 20,068 SF - 23%
OPEN 68,358 +/- SF - 77%
DENSITY 6.9 UNITS/ACRE



Proposed Site Plan

SCALE 1" = 100'
DATE 08/10/2017

PROJECT	PROPOSED DEVELOPMENT OF SOUTH OAK APARTMENTS
LOCATION	Foley, Alabama
DATE	08/10/2017
DESIGNER	WILLIAM J. PEEK
CLIENT	BARRETT-SIMPSON, INC.
SEQUENCE	ACT.1



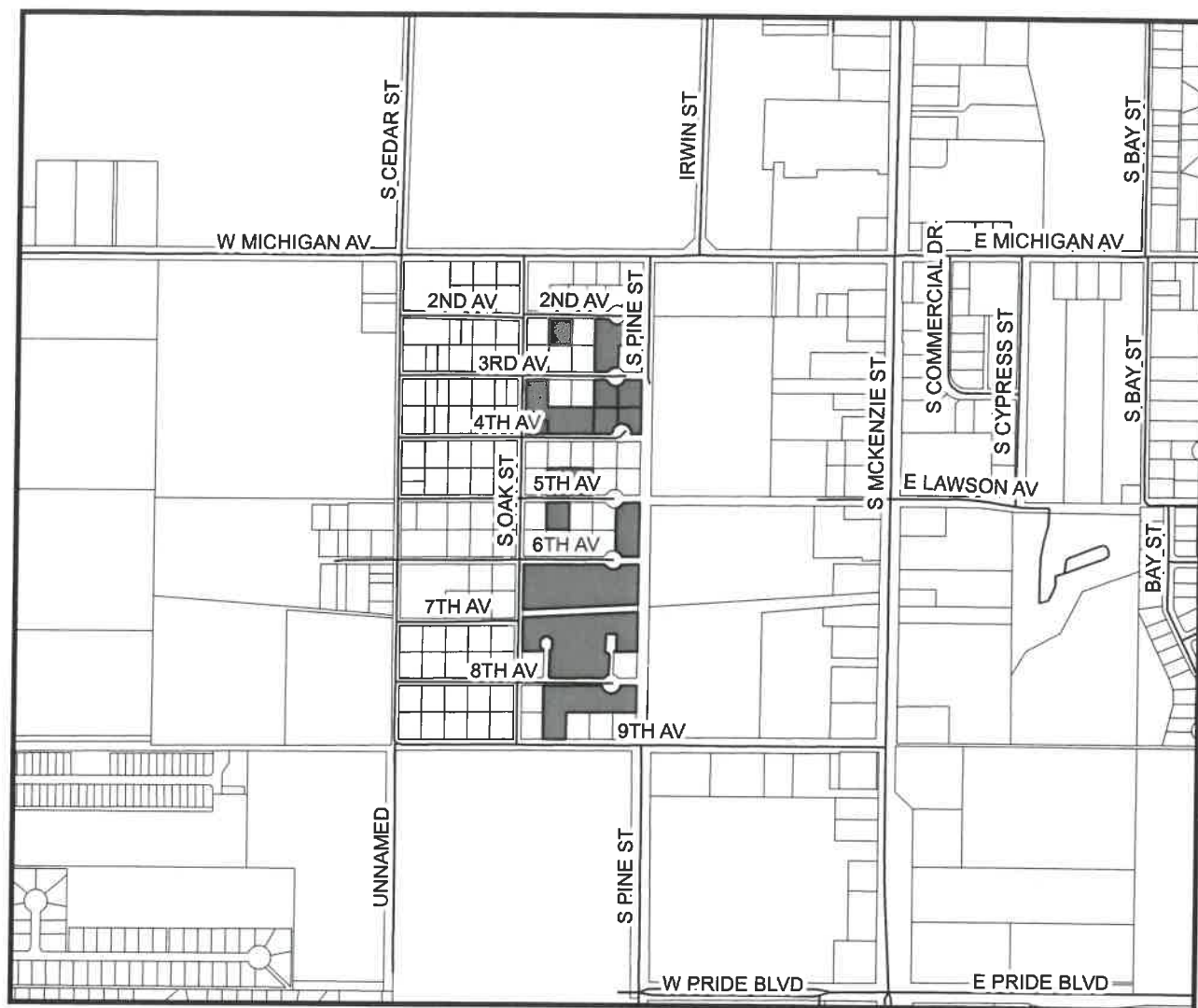
THE ARCHITECTURAL OFFICE OF
WILLIAM J. PEEK
Member of the American Institute of Architects
400 South Hill Street
Montgomery, Alabama 36104
(205) 814-1731 Fax: (205) 814-1736



received
9-20-19

BARRETT-SIMPSON, INC.
6700 N. 10th Street, Suite 200, Oklahoma City, Oklahoma 73107
P: (405) 234-1234 F: (405) 234-1235
220 SOUTH 10TH STREET, OKLAHOMA CITY, OKLAHOMA 73107
P: (405) 234-1234 F: (405) 234-1235

PUBLIC NOTICE



The City of Foley Planning Commission has received a request to recommend to Mayor and Council the rezoning of 16.14 +/- acres. Property is currently zoned R-1A (Residential Single Family) and R-3 (Residential Multi-Family) and proposed zoning is PUD (Planned Unit Development). Property is located south of 2nd Ave., north of 9th Ave., west of Pine St., east of Oak St. Applicant is Housing Authority of the City of Foley.

Anyone interested in this rezoning request may be heard at a public hearing scheduled for Wednesday, October 16, 2019 in Council Chambers of City Hall located at 407 E. Laurel Ave. at 5:30 p.m. or may respond in writing to 120 S. McKenzie St., Foley, AL 36535.

Planning Commission Chairman
Phillip Hinesley

STATE OF ALABAMA

BALDWIN COUNTY

WARRANTY DEED

THIS INDENTURE, made and entered into by and between JINNIE WESTON and IDA BELLE WESTON, husband and wife, hereinafter referred to as parties of the first part, and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) 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 whereof is hereby acknowledged, parties of the first part have granted, bargained, sold and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, the following described real estate in Baldwin County, Alabama, to-wit:

A parcel of land one hundred twenty-five feet (125') by one hundred forty-five feet (145') described as follows: Beginning at the southwest corner of the Southwest quarter of the Southeast Quarter (SW) of SE 1/4 of Section Thirty-two (32), Township Seven (7) South, Range Four (4) East, then running east on the section line six hundred eighty (680) feet, thence north eleven hundred sixty feet (1160'), thence east five hundred feet (500') for a beginning corner, thence north one hundred forty-five feet (145'), thence east one hundred twenty-five feet (125'), thence south one hundred forty-five feet (145') thence west one hundred twenty-five feet (125') to the point of beginning, containing .416 acres, more or less, being also known as Lot 8, Block 13 of an unrecorded plat of Aaronville.

SUBJECT TO the retention of all oil, gas and minerals by a prior owner.

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 HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, its successors and assigns, FOREVER.

And the said parties of the first part, for themselves and their heirs, executors and administrators, hereby covenant and warrant with and unto the said party of the second part, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part hereunto set their hands and seals on this the 1st day of August 1970.

Jinnie Weston (SEAL)

Ida Belle Weston (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

c. c. c.

I, *Virginia Dadd*, a Notary Public in and for

Parcel D

now
Lots 1 & 2
Block 4

BOOK 405 PAGE 41

said County in said State, hereby certify that JIMMIE WESTON and
IDA BELLE WESTON, husband and wife, whose names 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 said
instrument, they 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 1st day of August, 1970.



(Affix Seal)

Virginia Reed
Notary Public, Baldwin County
State of Alabama

at Large

BOOK 405 PAGE 42

STATE OF ALABAMA,
BALDWIN COUNTY
I certify that this instrument was filed on

AUG 5 1970/2PM

and that the fee was collected. Recorded in dead
Book 405
Page 41 John D. Dine
Judge of Probate

STATE OF ILLINOIS)
COUNTY OF COOK

KNOW ALL MEN BY THESE PRESENTS, that the Magnolia Springs Land Company by J. B. Foley, its President, and Lillian A. Greenwood, its Secretary, operating and doing business in Baldwin County, State of Alabama, for and in consideration of the sum of One Dollar and other considerations, to it in hand paid by Jimmie Weston and Ida Belle Weston, his wife, the receipt of which is hereby acknowledged, has this day granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Jimmie Weston and Ida Belle Weston, his wife, the following described land in Baldwin County, State of Alabama, to wit:

A parcel of land one hundred twenty-five feet (125') by one hundred forty-five feet (145') described as follows: Beginning at the southwest corner of the Southwest quarter of the Southeast quarter (SW¹/₄ of SE¹/₄) of Section Thirty-two (32), Township Seven (7) South, Range Four (4) East, then running east on the section line six hundred eighty (680) feet, thence north eleven hundred sixty feet (1160'), thence east five hundred feet (500'), for a beginning corner, thence north one hundred forty-five feet (145'), thence east one hundred twenty-five feet (125'), thence south one hundred forty-five feet (145'), thence west one hundred twenty-five feet (125') to the point of beginning, containing .4164 acres, more or less.

TO HAVE AND TO HOLD, unto the said Jimmie Weston and Ida Belle Weston, his wife, and their heirs and assigns forever.

It is hereby agreed by and between the parties hereto that no spirituous, vinous or malt liquors shall, at any time, be manufactured, sold or given away on said premises, without the consent in writing of the then owners of a majority of the lots in said subdivision and that this restriction shall be deemed and construed as a covenant running with the land.

The Grantor herein reserves unto itself, its successors and assigns, all interest in all minerals, oil and gas on, in or under the surface of said property and in all rents, royalties or proceeds therefrom, together with full right of ingress or egress at all times for the purpose of mining, drilling and exploring said land for oil, gas or minerals, and for removing the same therefrom and any and all rights and privileges necessary, incidental or convenient to the economical operation of said land, for the purpose of locating or extracting the same.

And the Magnolia Springs Land Company does hereby covenant with the said Jimmie Weston and Ida Belle Weston, his wife, that it is seized in fee of the afore granted premises; that it has a good right to sell and convey the same; and that the same is free from incumbrances, and that it will and its successors shall, forever warrant and defend the title to the said lands hereby conveyed to the said Jimmie Weston and Ida Belle Weston, his wife, and their heirs forever against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Magnolia Springs Land Company, by J. B. Foley, its President, and Lillian A. Greenwood, its Secretary, have executed the above conveyance on this 19th day of December, 1949.

The Magnolia Springs Land Company, Inc.
By J. B. Foley President
Lillian A. Greenwood Secretary

In presence of:

WITNESSES:
The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described instrument, and that the same was executed by the parties thereto at the place and time therein stated.

COMMISSIONER OF NOTARIAL PUBLIC
STATE OF ILLINOIS

STATE OF ALABAMA,
COUNTY OF BALDWIN,

I, Em Schmitt, a Notary Public, in and for said State and County, hereby certify that S. B. Foley, whose name as President of the Magnolia Springs Land 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 the 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 and official seal this 19th day of December, 1949.

Em Schmitt
Notary Public, Baldwin County, State of Alabama.

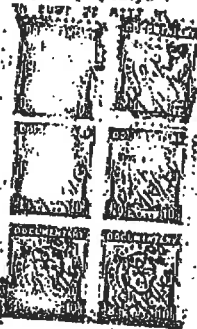


STATE OF ILLINOIS,
COUNTY OF COOK,

I, J. Paulus, a Notary Public, in and for said State and County, hereby certify that William A. Greenwood, whose name as Secretary of the Magnolia Springs Land 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 the 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 and official seal this 19th day of December, 1949.

J. Paulus
Notary Public, Cook County, State of Illinois.
My Commission expires May 23, 1950.



STATE OF ALABAMA,
BALDWIN COUNTY

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

JUL 9 1970

Doc. 458 Recorded in 458
Book 323 Page 74
By [Signature] Judge of Probate

Cecil L. Chason
P.O.B. 458
Foley

D. 1.50
1.25
1.75



Baldwin County Revenue Commissioner

Property Link BALDWIN COUNTY, AL

Current Date 1/ 7/2018

Tax Year 2017

Valuation Date October 1, 2016
Records Last Updated 1/ 6/2018

OWNER HOUSING AUTHORITY OF THE
302 W 4TH AVE

ACRES : **NA**

FOLEY, AL 36535

APPAISED VALUE: 107200
ASSESSED : 21440

PARCEL ADDRESS 54-09-32-4-000-070.000
302 4TH AVE W

YEAR 2017

TAX INFORMATION
TAX DUE 0.00 PAID 0.00

BALANCE 0.00

Parcel
E

LAST PAYMENT DATE **NA**

EXEMPT CODES

MISCELLANEOUS INFORMATION

DESCRIPTION 125X145 AARONVILLE SUBD SEC 32
BLK 4 LOT 5

TAX DISTRICT 07

PPIN

071941 Entry 00

ESCAPE YEAR

ACCOUNT NUMBER 061818

TAX HISTORY

Year	Owner	Total Tax	Paid(Y/N)	Appraised	Assessed
2016	HOUSING AUTHORITY OF THE	0.00	Y	102700	20540
2015	HOUSING AUTHORITY OF THE	0.00	Y	96200	19240
2014	HOUSING AUTHORITY OF THE	0.00	Y	95700	19140
2013	HOUSING AUTHORITY OF THE	0.00	Y	95700	19140
2012	HOUSING AUTHORITY OF THE	0.00	Y	95700	19140
2011	HOUSING AUTHORITY OF THE	0.00	Y	105300	21060
2010	HOUSING AUTHORITY OF THE	0.00	Y	106800	21360
2009	HOUSING AUTHORITY OF THE	0.00	Y	123100	24620
2008	HOUSING AUTHORITY OF THE	0.00	Y	123100	24620

TAX SALES

PURCHASE COUNTY TAX SALE FILES

Year

Sold To

Redeemed Date/By

NO TAX SALES FOUND

View Appraisal Record

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STATE OF ALABAMA

BALDWIN COUNTY

WARRANTY DEED

THIS INDENTURE, made and entered into by and between EVELINA DUBOSE, also sometimes known as Evelina DuBose, unmarried, herein after referred to as party of the first part, and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) 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 whereof is hereby acknowledged, party of the first part has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, the following described real estate in Baldwin County, Alabama, to-wit:

Beginning at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, run East on Section Line 680 feet, thence North 1345 feet, thence East 250 feet for a beginning corner; thence run North 145 feet, thence East 125 feet, thence South 145 feet, thence West 125 feet to the point of beginning, containing .416 acres, more or less, being Lot 8, Block 12 of an unrecorded plat of Aaronville.

SUBJECT TO the retention of all oil, gas and minerals by a prior owner.

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 HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, its successors and assigns, FOREVER.

And the said party of the first part, for herself and her heirs, executors and administrators, hereby covenants and warrants with and unto the said party of the second part, its successors and assigns, that she is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that she has a good right to sell and convey the same as herein conveyed; that she will guarantee the peaceable possession thereof and that she will and her heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part hereunto sets her hand and seal on this the 21 day of July, 1970.

Evelina DuBose (SEAL)
Evelina DuBose

STATE OF ALABAMA

BALDWIN COUNTY

I, Theresa L. Childers, a Notary Public in and for said County in said State, hereby certify that EVELINA DUBOSE, also sometimes known as Evelina DuBose, unmarried, 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

Parcel F
Now
Lots 8+9
Block 5

404-673

same bears date.

Given under my hand and Notarial Seal hereto affixed by me on
this the 01 day of July, 1970.



(Affix Seal)

My Commission expires: 4/19/73

James L. Childers
Notary Public, Baldwin County
State of Alabama

INC 404-674

STATE OF ALABAMA,
BALDWIN COUNTY

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

JUL 23 1970 EA

Deed James L. Childers Recorded in Book 67-74
James L. Childers Judge of Probate

STATE OF ALABAMA

BALDWIN COUNTY

WARRANTY DEED

THIS INDENTURE, made and entered into by and between ALFRED C. CHILDRESS and LOUISE H. CHILDRESS, his wife, hereinafter referred to as parties of the first part, and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) 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 whereof is hereby acknowledged, parties of the first part have granted, bargained, sold and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, the following described real estate in Baldwin County, Alabama, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence run East on half section line 680 feet, thence run South 830 feet, thence East 500 feet to the point of beginning, thence East 125 feet, thence South 145 feet, thence West 125 feet, thence North 145 feet to the point of beginning, containing .416 acres, more or less, being Lot 10, Block 11 of an unrecorded plat of Aaronville.

SUBJECT TO the retention of all oil, gas and minerals by a prior owner.

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 HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, its successors and assigns, FOREVER.

And the said parties of the first part, for themselves and their heirs, executors and administrators, hereby covenant and warrant with and unto the said party of the second part, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part hereunto set their hands and seals on this the 29 day of September, 1970.

Louise H. Childress (SEAL)
Alfred C. Childress (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

I, *Janice L. Childress*, a Notary Public in and for said County in said State, hereby certify that ALFRED C. CHILDRESS and LOUISE H. CHILDRESS, his wife, whose names are signed to the fore-

c.c.c.

Parcel G
Now
Lot 1
Block 6

100 406 7-615

going instrument, 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.

Given under my hand and Notarial Seal hereto affixed by me on this the 29 day of September, 1970.



Janice S. Chubb
Notary Public, Baldwin County
State of Alabama

BOOK 406 PAGE 646

STATE OF ALABAMA,
BALDWIN COUNTY
I certify that this instrument was filed on

SA

OCT 5 1970 SA

and that no fee was collected. Recorded in
Book 406 Page 646
Judge of Probate
SA

C. C. C.

STATE OF ALABAMA
BALDWIN COUNTY

Parcel H

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 12/11/2017 11:01 AM
TOTAL \$ 0.00
2 Pages

1669883

DEED



THIS INDENTURE, made and entered into by and between **THE CITY OF FOLEY**, Alabama, an Alabama municipal corporation (herein the "Grantor"), and **THE HOUSING AUTHORITY OF THE CITY OF FOLEY**, an Alabama public corporation (herein the "Grantee").

WHEREAS, Grantee is a public corporation organized under Alabama law as the housing authority for Grantor; and

WHEREAS, Grantee previously deeded certain real property to Grantor by that certain Warranty Deed dated November 27, 1978 and recorded on August 28, 1979 in Real Property Book 56, Pages 32-33, Baldwin County Probate Records; and

WHEREAS, Grantor previously re-conveyed the same real property back to Grantee, but the parties have lost that deed prior to it being recorded; and

WHEREAS, Grantor and Grantee wish to document, by this instrument, that **Grantee is the owner of the subject property;**

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day cash in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, Grantor has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, the following described real estate in Baldwin County, Alabama, to-wit:

[Lot 10, Block 6, of the Aaronville Urban Renewal Plan recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 8, Page 39.]

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

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

IN WITNESS WHEREOF, Grantor, by and through its undersigned authorized representative, has executed this deed this 8 day of December, 20 17.

THE CITY OF FOLEY
an Alabama municipal corporation

By: [Signature]
As its: Mayor

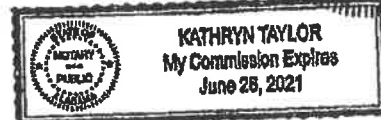
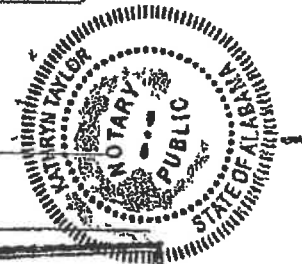
STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that John E. Kenia, whose name as Mayor of The City of Foley, an Alabama municipal 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 the said conveyance, he, as said Mayor and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 8th day of December, 20 17.

Kathryn Taylor
NOTARY PUBLIC

My commission expires: _____



This Document Prepared by:

Casey Pipes, Esq.
Helmsing, Leach, Herlong,
Newman & Rouse, P.C.
P.O. Box 2767
Mobile AL 36652
(251) 432-5521
jcp@helmsinglaw.com

This document was prepared without a title report or title review based on information provided by the parties.

STATE OF ALABAMA

BALDWIN COUNTY

QUIT CLAIM DEED

THIS INDENTURE, made and entered into by and between MAGNOLIA LAND COMPANY, a corporation, hereinafter referred to as party of the first part, and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration this day cash in hand paid to party of the second part, receipt whereof is hereby acknowledged, party of the first part has and by these presents does hereby REMISE, RELEASE, QUIT CLAIM and CONVEY unto the party of the second part, the following described real property situated in Baldwin County, Alabama, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, then run East 680 feet, thence South 830 feet, thence East 125 feet for a beginning corner; thence run South 145 feet, thence East 125 feet, thence North 145 feet, thence West 125 feet to the point of beginning, containing .416 acres, more or less, being Lot 7, Block 11 shown on the unrecorded plat of Aaronville.

Grantor reserves unto itself, its successors or assigns, all oil, gas and minerals on, upon or under the above described property and all rents or returns therefrom, in perpetuity.

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 HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, MAGNOLIA LAND COMPANY, a corporation, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized on this the 12 day of November, 1970.

MAGNOLIA LAND COMPANY, a corporation

By J. B. Foley
President

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed on

NOV 17 1970 24

and that no tax was collected. Recorded by 16

Book 248 Page 747
S. J. Dineen
Judge of Probate



(Affix Corporate Seal)

Witness:

Ardis Foley
Secretary

STATE OF ALABAMA

BALDWIN COUNTY

I, Betty Martin Singleton, a Notary Public in and for said County in said State, hereby certify that J. B. Foley and Ardis Foley, whose names as President and Secretary, respectively, of MAGNOLIA LAND COMPANY, 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 said instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation.

Given under my hand and Notarial Seal hereto affixed by me on this 12 day of November, 1970.



(Affix Seal)

Betty Martin Singleton
Notary Public, Baldwin County
State of Alabama

Parcel I
now
Lot 6
N 12.5
Feet Lot 7
Lot 8
Lot 9
Block 6

TRACT NO. 1

EXHIBIT A

Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence running East on half section line 680 feet, thence run South 40 feet for a beginning corner; thence run East 15 feet, thence run South 130 feet; thence run West 15 feet, thence run North 130 feet to the point of beginning, being the West 15 feet of Lot 1, Block 9, in the subdivision of the West Half of the Southeast Quarter of Section 32, Township 7 South, Range 4 East.

The record owners and parties believed to claim or hold a right, title or interest in the subject property are as follows:

Claimant

Southside Baptist Church, Inc., Foley, Alabama

Mortgagee
LienholderFarmers and Merchants Bank, Foley, Alabama 175.00
City of Foley, Foley, Alabama

TRACT NO. 2

Begin at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence running East on half section line 680 feet, thence run South 170 feet for a beginning corner, thence run East 15 feet, thence run South 145 feet, thence run West 15 feet, thence run North 145 feet to the point of beginning, being the West 15 feet of Lot 6, Block 9, in the subdivision of the West Half of the Southeast Quarter of Section 32, Township 7 South, Range 4 East.

The record owners and parties believed to claim or hold a right, title or interest in the subject property are as follows:

Claimant
Mortgagee
LienholderSouthside Baptist Church, Inc., Foley, Alabama
Farmers and Merchants Bank, Foley, Alabama 175.00
City of Foley, Foley, Alabama

TRACT NO. 3

A parcel of land 125 feet by 72½ feet described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence running East 680 feet, thence South 830 feet, thence East 125 feet, thence South 72½ feet for the point of beginning, thence run West 125 feet, to a point, thence run South 72½ feet to a point, thence run East 125 feet to a point, thence run North 72½ feet to the point of beginning, containing .208 acres, more or less. Intending to describe the South Half of Lot 6, Block 11, of Magnolia Springs Land Company's subdivision of the West Half of the Southeast Quarter, Section 32, Township 7 South, Range 4 East.

The record owners and parties believed to claim or hold a right, title or interest in the subject property are as follows:

Claimant
Claimant
Mortgagee
LienholderNorman Armstrong, Foley, Alabama
Willie Armstrong, 2302 Briggs Ave., Pascagoula,
Mississippi 39367
Farmers and Merchants Bank, Foley, Alabama
City of Foley, Foley, Alabama.

10,400.00

BOOK 061 PAGE 180

Parcel J



Baldwin County Revenue Commissioner

Property Link BALDWIN COUNTY, AL

Current Date 1/ 7/2018

Tax Year 2017
Valuation Date October 1, 2016
Records Last Updated 1/ 6/2018

PROPERTY DETAIL

OWNER HOUSING AUTHORITY OF FOLEY
302 W 4TH AVE

ACRES : **NA**

FOLEY, AL 36535

APPRAISED VALUE: 75100

ASSESSED : 15020

PARCEL 54-09-32-4-000-035.001

ADDRESS 309 3RD AVE W (&311)

YEAR 2017	TAX DUE	PAID	BALANCE
	0.00	0.00	0.00

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODES

DESCRIPTION 70'SX145' IRR AARONVILLE SUBD

BLK 6 LOT 3 SEC 32-7-4

TAX DISTRICT

07

CASE #7022

PPIN

083268 Entry 00

ESCAPE YEAR

ACCOUNT NUMBER 061818

TAX HISTORY

Year	Owner	Total Tax Paid(Y/N)	Appraised	Assessed
2016	HOUSING AUTHORITY OF FOLEY	0.00 Y	70600	14120
2015	HOUSING AUTHORITY OF FOLEY	0.00 Y	66300	13260
2014	HOUSING AUTHORITY OF FOLEY	0.00 Y	65800	13160
2013	HOUSING AUTHORITY OF FOLEY	0.00 Y	65800	13160
2012	HOUSING AUTHORITY OF FOLEY	0.00 Y	65800	13160
2011	HOUSING AUTHORITY OF FOLEY	0.00 Y	71100	14220
2010	HOUSING AUTHORITY OF FOLEY	0.00 Y	72600	14520
2009	HOUSING AUTHORITY OF FOLEY	0.00 Y	80200	16040
2008	HOUSING AUTHORITY OF FOLEY	0.00 Y	80200	16040

TAX SALES**PURCHASE COUNTY TAX SALE FILES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Baldwin County Revenue Commissioner

Property Appraisal Link BALDWIN COUNTY, AL

Current Date 1/7/2018

Tax Year 2017

Valuation Date October 1, 2016

OWNER INFORMATION

PARCEL 54-09-32-4-000-035.001 **PPIN** 083268 **TAX DIST** 07
NAME HOUSING AUTHORITY OF FOLEY
ADDRESS 302 W 4TH AVE
 FOLEY AL 36535
DEED TYPE MS **BOOK** 0056 **PAGE** 0000874
PREVIOUS OWNER
LAST DEED DATE / /0000

DESCRIPTION

70'SX145' IRR AARONVILLE SUBD BLK 6 LOT 3 SEC 32-7-4
CASE #7022

PROPERTY INFORMATION

PROPERTY ADDRESS 309 3RD AVE W (&311)
NEIGHBORHOOD FOLEY **FOLEY AREA**
PROPERTY CLASS **SUB CLASS**
SUBDIVISION 01AC **SUB DESC** AARONVILLE COMMUNITY
LOT 3 BLOCK 6
SECTION/TOWNSHIP/RANGE 00-00-00
LOT DIMENSION 70(S)X145'IRR **ZONING** R-1A

PROPERTY VALUES

LAND: 12500 **CLASS 1:** **TOTAL ACRES:**
BUILDING: 62600 **CLASS 2:** 75100 **TIMBER ACRES:**
 ===== **CLASS 3:**
TOTAL PARCEL VALUE: 75100
ESTIMATED TAX: \$0.00

DETAIL INFORMATION

<u>CODE TYPE</u>	<u>REF METHOD</u>	<u>DESCRIPTION LAND USE</u>	<u>TC</u>	<u>Hs</u>	<u>Pn</u>	<u>MARKET USE</u>
						<u>VALUE</u> <u>VALUE</u>
M	<u>LAND</u> 1	BV BS-25000 X	1170-APTS,DUPLEX	2	N N	12500
	<u>BLDG</u> 3	C 112 DUPLEX	-	2	N N	62600

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Baldwin County Judge of Probate

Probate Court Link

BALDWIN COUNTY, AL

Today's Date 1/19/2018

PROBATE MASTER RECORD

FILE NO 000007022 CASE NO 7022 CASE TYPE 50 CONDEMNATION
CASE NAME HOUSING AUTHORITY OF FOLEY VS. JESSIE MACK CONNER, ETAL

DOCKET BOOK	PAGE	REMARKS	CONDEMNATION
-------------	------	---------	--------------

PARTIES

Name	HOUSING AUTHORITY OF FOLEY	Type	PLAINTIFF
Name	CONNER, JESSIE MACK	Type	DEFENDANT
Name	CHASON, JOHN E.	Type	ATTORNEY

EVENTS

TYPE ADDITIONAL FILINGS ACTIVITY DATE 12/28/1970 RESPONSE DATE N/A
REMARKS NOTICE OF APPEAL

TYPE MISCELLANEOUS ACTIVITY DATE N/A RESPONSE DATE N/A

BILLS/RECEIPTS

BILL NO. DATE BILLED TOTAL DUE RECEIPT NO. DATE PAID PAYOR NAME

*** NO BILL/RECEIPT RECORDS ***

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Parcel 1K

58550

STATE OF ALABAMA :
COUNTY OF BALDWIN :

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/Cert. 7/9/2012 10:41 AM
DEED TAX \$ 17.00
TOTAL \$ 29.00
2 Pages

135116



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THIS DEED made the July day of July, 2012, between BETTY L. LAMBERT, acting in her capacity as Administrator of the ESTATE OF CHARLES EDWARD LAMBERT, deceased, pursuant to Order Authorizing the Sale entered in the Probate Court of Baldwin County, Alabama, ("Grantor"), and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, ALABAMA, ("Grantee");

WITNESSETH THAT:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, subject to all matters and things hereinafter set forth, has by these presents BARGAIN, SELL AND CONVEY unto the said Grantee, in fee simple, all that real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

Lot 2, Block 6, of the Subdivision Plat as recorded in Map Book 8, page 39 of the Baldwin County Probate Records.

LESS AND EXCEPT such oil, gas and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED HEREIN ARE MADE SUBJECT TO THE FOLLOWING:

1. Reservation of all interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from Magnolia Land Company, to Willie Deen and Rebecca Deen, dated January 28, 1957, and recorded in Deed Book 279, page 153.
2. Reservation of all interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from Rebecca Deen, to George J. Ashley and Vernell Jerkins, dated February 20, 1979, and recorded in Real Property Book 48, page 1422.
3. Building setback lines, drainage and utility easements, and all other matters appearing of record in Map Book 8, page 39.
4. Mortgage from Willie Deen and Rebecca Deen to Gulf Coast Home Builders, dated June 19, 1961, and recorded at Mortgage Book 367, page 288.
5. Mortgage from Rebecca Deen to Burglar Mfg., Inc., dated June 20, 1989, and recorded in Real Property Book 363, page 418.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantee, and to the heirs and assigns of Grantee, in fee simple, FOREVER.

AND, GRANTOR DOES HEREBY COVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, Grantor is duly appointed, qualified and acting in the fiduciary capacity described in the deed; Grantor is duly authorized to make and enter into the sale and conveyance of the real estate; in all the proceedings relating to the sale and conveyance, Grantor has complied with the requirements of all relevant statutes relating to fiduciaries concerning any required public or private notice, court hearings and court permission or orders obtained; the premises were free from all encumbrances made by Grantor; and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under them, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be properly executed on the day and year first above written.

Betty L. Lambert (SEAL)
BETTY L. LAMBERT
as Administrator of the ESTATE OF
CHARLES EDWARD LAMBERT, deceased

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BETTY L. LAMBERT, acting in her capacity as Administrator of the ESTATE OF CHARLES EDWARD LAMBERT, 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 said conveyance, she, in her capacity as such Administrator, has executed the same voluntarily for and on behalf of said Estate.

Given under my hand and seal this the 20th day of July, 2012.

Heather H. Woodruff
NOTARY PUBLIC
My Commission Expires:
HEATHER H. WOODRUFF
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
June 22, 2015

Address of Grantors:

17104 Pettibone Lane
Paley, AL 36535

Address of Grantees:

302 West Fourth Avenue
Paley, AL 36535

THE SCRIVENER OF THIS DEED REPRESENTS NEITHER
GRANTOR NOR GRANTEE AND RECOMMENDS
EACH PARTY RETAIN INDEPENDENT LEGAL COUNSEL
TO REVIEW SAID DOCUMENT.

THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 12.1073

STATE OF ALABAMA

BALDWIN COUNTY

WARRANTY DEED

THIS INDENTURE, made and entered into by and between JENNIE PRESLEY, a widow, hereinafter referred to as party of the first part, and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) 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 whereof is hereby acknowledged, party of the first part has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, the following described real estate in Baldwin County Alabama, to-wit:

PARCEL I: Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence run East on half section line 680 feet, thence run South 355 feet to the point of beginning, thence run East 125 feet, thence run South 145 feet, thence run West 125 feet, thence run North 145 feet to the point of beginning, being Lot 1, Block 10 of the unrecorded plat of Aaronville.

PARCEL II: From the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, run thence East 680 feet to a point, run thence South 355 feet to a point, run thence East 250 feet for a point of beginning; run thence East 125 feet, run thence South 145 feet, run thence West 125 feet, run thence North 145 feet to the point of beginning, being otherwise described as Lot 3, Block 10 of the unrecorded plat of Aaronville.

PARCEL III: Begin at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence run East on half section line 680 feet, thence run South 500 feet to the point of beginning; run thence East 125 feet, thence run South 145 feet, thence run West 125 feet, thence run North 145 feet to the point of beginning, being Lot 6, Block 10 of the unrecorded plat of Aaronville.

PARCEL IV: Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence run East 680 feet, thence South 1015 feet to the point of beginning; thence run East 125 feet, thence South 145 feet, thence West 125 feet, thence North 145 feet to the point of beginning, containing .416 acres, more or less, being Lot 1, Block 12 of the unrecorded plat of Aaronville.

PARCEL V: Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence run East on the Half Section line 680 feet, thence South 1160 feet to the point of beginning; thence run East 125 feet, thence South 145 feet, thence West 125 feet, thence North 145 feet to the point of beginning, containing .416 acres, more or less, being Lot 6, Block 12 of the unrecorded plat of Aaronville.

All of the above parcels are SUBJECT TO the retention of all oil, gas and minerals by a prior owner.

ccv

MM 427 pg 303

*parcel
now
lot 2, 3, 10
Block 7*

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 HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, its successors and assigns, FOREVER.

And the said party of the first part, for herself and her heirs, executors and administrators, hereby covenants and warrants with and unto the said party of the second part, its successors and assigns, that she is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that she has a good right to sell and convey the same as herein conveyed; that she will guarantee the peaceable possession thereof and that she will and her heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part hereunto sets her hand and seal on this the 17 day of March, 1972

Mrs Jennie Presley (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

I, C. L. Davis Thompson Notary Public in and for said County in said State, hereby certify that JENNIE PRESLEY, a widow, 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 17th day of March, 1972.

C. L. Davis Thompson
Notary Public, Baldwin County
State of Alabama



(Affix Seal)

Comm. Expires 1/24/76

STATE OF ALABAMA,
BALDWIN COUNTY
I certify that this instrument was filed on

APR 5 1972 8A

and that no fee was collected. Recorded in
Book 427 Page 304
by Jeffery D. Blevins
Judge of Probate

BOOK 427 PAGE 304

C&U

STATE OF ALABAMA

BALDWIN COUNTY

QUIT CLAIM DEED

THIS INDENTURE, made and entered into by and between MAGNOLIA LAND COMPANY, a corporation, hereinafter referred to as party of the first part, and THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration this day cash in hand paid to party of the second part, receipt whereof is hereby acknowledged, party of the first part has and by these presents does hereby REMISE, RELEASE, QUIT CLAIM and CONVEY unto the party of the second part, the following described real property situated in Baldwin County, Alabama, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, then run East 680 feet, thence South 830 feet, thence East 125 feet for a beginning corner; thence run South 145 feet, thence East 125 feet, thence North 145 feet, thence West 125 feet to the point of beginning, containing .416 acres, more or less, being Lot 7, Block 11 shown on the unrecorded plat of Aaronville.

Grantor reserves unto itself, its successors or assigns, all oil, gas and minerals on, upon or under the above described property and all rents or returns therefrom, in perpetuity.

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 HOUSING AUTHORITY OF THE CITY OF FOLEY, a corporation, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, MAGNOLIA LAND COMPANY, a corporation, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized on this the 12th day of November, 1970.

MAGNOLIA LAND COMPANY, a corporation

By

J. B. Foley
President

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed on



(Affix Corporate Seal)

Attest:

Ardia Foley
Secretary

STATE OF ALABAMA

BALDWIN COUNTY

I, Betty Martin Singleton, a Notary Public in and for said County in said State, hereby certify that J. B. Foley and Ardia Foley, whose names as President and Secretary, respectively, of MAGNOLIA LAND COMPANY, 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 said instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation.

Given under my hand and Notarial Seal hereto affixed by me on this 12th day of November, 1970.



(Affix Seal)

Betty Martin Singleton
Notary Public, Baldwin County
State of Alabama

and that no fee was collected. Recorded by 141 Sherry Perkins Judge of Probate
Book 408 Page 747

NOV 17 1970 9 AM

para 11
Now
Lot 5
Block 7

See Affidavit see RP 375 page 1158
For Correction Deed see RP 36 P 878

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

OCT 19 1977 3P_M

Attest: Notary Public
Bond to the State of Alabama, recorded in Book
Page 474

STATE OF ALABAMA
BALDWIN COUNTY
SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, pursuant to a Contract and Agreement made and entered into by and between the parties hereto on, to-wit: the 31 day of August, 1977, for the sale and purchase of the property hereinafter described, said Contract and Agreement reciting the authority of the Grantor to make said conveyance,

NOW, THEREFORE, THIS SPECIAL WARRANTY DEED, made and entered into on this the 31 day of August, 1977, by and between The Housing Authority of the City of Foley, a public body corporate, hereinafter referred to as "Grantor", and

EMILIA MAE BOGGAN
hereinafter referred to as "Grantee", WITNESSETH:

That for and in consideration of the sum of TWO THOUSAND TWO HUNDRED and NO/100 (\$2200.00), this day cash in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, the Grantor has and by these presents does hereby Grant, Bargain, Sell and Convey unto the Grantee, subject to the special terms and conditions hereinafter set out, the following described real estate situated in the City of Foley, Baldwin County, Alabama, to-wit:

Lot Four (4), Block Nine (9) of Urban Renewal Plan Ala. R-91, plat of which is of record in the office of the Judge of Probate of Baldwin County, Alabama, in Plat Book 8, page 39.

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 Grantee, her heirs, executors, administrators, successors or assigns, FOREVER.

AND, the Grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances thereof as may be requisite: Provided, however, That this Deed is made subject to the following conditions, covenants and restrictions which are to be taken and construed as running with the land:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan of January 9, 1970, approved by the City Council of the City of Foley on July 20, 1970. The Grantee, by acceptance of this instrument, acknowledged familiarity with the terms of this plan.

SECOND: The Grantee shall not place on the property hereby conveyed any encumbrance or lien other than for temporary and permanent financing of construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans submitted to and approved by the Grantor in accordance with the Contract of Sale hereinabove referred to between the parties hereto, and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed.

THIRD: The Grantee shall commence promptly the construction

cau

BOOK 525 PAGE 474

of the aforesaid Improvements on the property hereby conveyed in accordance with the said Construction Plans and shall prosecute diligently the construction of said Improvements to completion within the time specified in the Contract of Sale.

FOURTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and, except as security for obtaining financing permitted by this Deed, there shall be no transfer, and the Grantee shall not permit any transfer, by any part, owning ten percent or more of the stock of the Grantee, of such stock, nor shall there be, or be suffered to be by the Grantee, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise;

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any Improvements erected or to be erected thereon or any part thereof.

SIXTH: The Grantee shall pay all real estate taxes or assessments on the property hereby conveyed or any part thereof when due.

SEVENTH: This conveyance made subject to a retention by a prior grantor of all oil, gas and minerals.

EIGHTH: Any utility easements.

NINTH: Restrictions and Covenants of record in the office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 23, pages 645-649.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on , 19 . The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided. The covenants numbered FIFTH, SIXTH, SEVENTH, EIGHTH, and NINTH shall remain in effect without any limitation as to time.

In case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within 60 days after written demand by the Grantor so to do with respect to covenant numbered FOURTH and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (Provided, That a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do) or any further extension thereof that may be granted by the Grantor in its sole discretion, then all estate, conveyed under this Deed, shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or

CAU

BOOK 525 PAGE 475

assigns, shall be entitled to and may of right enter upon and take possession of the said property: Provided, That any such reversioning of title to the Grantor:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or Deed of Trust permitted by this Deed; and
 - (ii) any rights or interests provided in the Contract of Sale for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and
- (2) In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds thereof shall be applied:

First: to reimburse the Grantor, on its own behalf or on behalf of the City of Foley for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of reversioning of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

Second: to reimburse the Grantee, its successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

cau

BOOK 525 PAGE 476

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered FIFTH, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned Improvements in accordance with the provisions of the Constitution plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Deed obligating the Grantee and its successors and assigns, with respect to the construction of the Improvements and the dates for beginning and completion thereof; Provided, That if there is upon the property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy, then, in such event, the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the Grantee in respect of the construction and completion of the Improvements have been fully satisfied the Grantor shall forthwith issue its certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

IN WITNESS WHEREOF, The said Housing Authority of the City of Foley, a public body corporate, has caused this instrument to be executed and delivered in its name and behalf by Wylene S. Ebert

C A U

BOOK 525 PAGE 477

as its Chairman, attested by Bobby C. Graham
as its Secretary, with its corporate
seal affixed, and the said Grantee has caused its name to be
signed in acceptance of all the terms and conditions of this
conveyance by Valton Long, Ben Brooks, Denison Freeman, Edwin Benson
all of whom are duly authorized and empowered and all on the day
and year first above written.

The Housing Authority of the City
of Foley

By

Guise S. Elert

Bobby C. Graham



Eula Mae Boggan
EULA MAE BOGGAN

STATE OF ALABAMA

BALDWIN COUNTY

I, Leeann M. Duce, a Notary Public in and
for said County in said State, hereby certify that Eula Mae Boggan
whose name is signed as Eula Mae Boggan and
whose name is signed as Bobby C. Graham
of The Housing Authority of the City of Foley, a public body
corporate, and who are known to me, acknowledged before me on this
day that, being informed of the contents of the said instrument,
they, as such officers and with full authority, 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 31 day of August, 1979.

(Affix Seal)

Leeann M. Duce
Notary Public, Baldwin County
State of Alabama

BOOK 525 PAGE 478

COUNTY OF BALDWIN

who is known to me, and 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.

Seal of the Notary Public for the County of Alameda, California, Lillian M. Fell, Notary Public, Alameda County, California. The seal is circular with the text "LILLIAN M. FELL" at the top, "NOTARY PUBLIC" in the center, and "ALAMEDA COUNTY, CALIFORNIA" at the bottom. The date "JAN 29 1979" is stamped over the seal.

Notary Public, Baldwin County
State of Alabama

Admission expires:

This instrument prepared by
C. G. Chason
Chason & Underwood
Attorneys at Law
Post Office Drawer 458
Foley, Alabama 36535

C & U

BOOK 525 PAGE 479

STATE OF ALABAMA:
COUNTY OF BALDWIN:

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that The Merchants National Bank of Mobile (a national banking association), as Executor under the Last Will and Testament of Henry C. Jordan, deceased, which was admitted to probate by the Probate Court of Baldwin County, Alabama, and which is recorded in the records in the office of the said Judge of Probate, and The Merchants National Bank of Mobile, as Trustee of the trusts established under the said will (both being called, collectively, the "Grantors" herein), pursuant to and in accordance with the powers contained in the said Will, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable considerations paid to the Grantors by The Housing Authority of the City of Foley, a corporation (called the "Grantee" herein), the receipt of which is acknowledged by the Grantors, do, subject to all matters, exceptions, easements, covenants, restrictions, and reservations hereinafter mentioned or referred to, hereby GRANT, BARGAIN, SELL, AND CONVEY, to the Grantee the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

A parcel of land 62-1/2 feet by 145 feet, described as follows: Begin at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 32, Township 7 South, Range 4 East, thence running East on Half Section line 680 feet; thence South 355 feet, thence East 437-1/2 feet for a beginning corner; thence East 62-1/2 feet, thence South 145 feet, thence West 62-1/2 feet, thence North 145 feet to the point of beginning, containing 0.208 acres, more or less, being the East Half of Lot 4, Block 10 of an unrecorded plat of Aaronville.

405 323

The property hereby conveyed, is subject, however, in all things to any utility and drainage easements and zoning restrictions, as well as to the lien for current ad valorem taxes, which taxes the Grantee hereby assumes and agrees to pay when due, and to the retention of all oil, gas, minerals, and mineral rights by prior owners of the said property.

TO HAVE AND TO HOLD the same, together with, all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, subject, however, to the matters, exceptions, easements, covenants, restrictions, and reservations, which are mentioned or referred to above, to the Grantee, its successors and assigns, forever.

All covenants and warranties herein contained, whether expressed, implied or statutory, are made by each of the Grantors in its fiduciary capacity only (as Executor under or Trustee of the trusts established under the said Last Will and Testament of Henry C. Jordan, deceased), and shall in no event cause the Grantors to incur any personal liability whatsoever.

All recordations and references to records mentioned herein refer to the records in the office of the Judge of Probate of Baldwin County, Alabama.

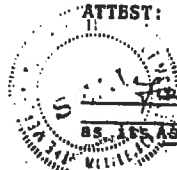
IN WITNESS WHEREOF, the Grantors have caused this conveyance to be executed in its corporate name and on its behalf and its corporate seal to be impressed hereon by its officers thereunto duly authorized, all on this 4th day of August, 1970.

BOOK 405 PAGE 324

-3-


THE MERCHANTS NATIONAL BANK OF MOBILE
(a national banking association), as
Executor under the Last Will and
Testament of Henry C. Jordan,
Deceased.

By: A. Harold Winn
as its Assistant Trust Officer

ATTEST:

Fred W. Clarke, Jr.
as its Assistant Cashier

THE MERCHANTS NATIONAL BANK OF MOBILE
(a national banking association), as
Trustee of the Trusts Established
under the Last Will and Testament of
Henry C. Jordan, Deceased.

By: A. Harold Winn
as its Assistant Trust Officer

ATTEST:

Fred W. Clarke, Jr.
as its Assistant Cashier

GRANTORS

BOOK 405 PAGE 325

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for the said County, in the said State, hereby certify that A. Harold Winn Jr. and Fred W. Clarke Jr., whose names as Assistant Trust Officer and Assistant Cashier, respectively, of The Merchants National Bank of Mobile, as Executor under the Last Will and Testament of Henry C. Jordan, deceased, 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 the said conveyance, they, as the said officers and with full authority, executed the same voluntarily and for and as the act of the said national banking association, acting in its capacity as the said Executor, on the day the same bears date.

Given under my hand and official, notarial seal on this 4 day of August, 1970.



William B. Jackson
Notary Public, Mobile County, Alabama
MY COMMISSION EXPIRES JANUARY 4, 1971

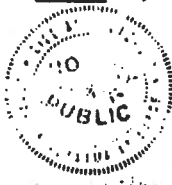
BOOK 405 PAGE 326

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for the said County, in the said State, hereby certify that A. Harold Winn Jr. and Fred W. Clarke Jr., whose names as Assistant Trust Officer and Assistant Cashier, respectively, of The Merchants National Bank of Mobile, as Trustee of the trusts established under the Last Will and Testament of Henry C. Jordan, deceased, 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 the said conveyance, they, as the said officers and with full authority, executed the same voluntarily and for and as the act of the said national banking association, acting in its capacity as the said Trustee, on the day the same bears date.

Given under my hand and official, notarial seal on this 4 day of August, 1970.



William B. Jackson
Notary Public, Mobile County, Alabama
MY COMMISSION EXPIRES JANUARY 4, 1971

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

AUG 17 1970 BA

and that no tax was collected. Recorded in ded
Book 405 Page 326
333-261 Judge of Probate John

STATE OF ALABAMA
BALDWIN COUNTY

DEED

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 12/11/2017 11:01 AM
TOTAL \$ 0.00
2 Pages

1669883

THIS INDENTURE, made and entered into by and between **THE CITY OF FOLEY**, Alabama, an Alabama municipal corporation (herein the "Grantor"), and **THE HOUSING AUTHORITY OF THE CITY OF FOLEY**, an Alabama public corporation (herein the "Grantee").

WHEREAS, Grantee is a public corporation organized under Alabama law as the housing authority for Grantor; and

WHEREAS, Grantee previously deeded certain real property to Grantor by that certain Warranty Deed dated November 27, 1978 and recorded on August 28, 1979 in Real Property Book 56, Pages 32-33, Baldwin County Probate Records; and

WHEREAS, Grantor previously re-conveyed the same real property back to Grantee, but the parties have lost that deed prior to it being recorded; and

WHEREAS, Grantor and Grantee wish to document, by this instrument, that Grantee is the owner of the subject property;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day cash in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, Grantor has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, the following described real estate in Baldwin County, Alabama, to-wit:

Lot 10, Block 6, of the Aaronville Urban Renewal Plan recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 8, Page 39.

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

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

IN WITNESS WHEREOF, Grantor, by and through its undersigned authorized representative, has executed this deed this 8 day of December, 20 17.

THE CITY OF FOLEY
an Alabama municipal corporation

By: [Signature]
As its: Mayor

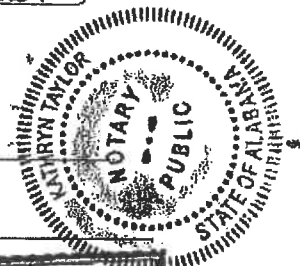
STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that John E. Kania, whose name as Mayor of The City of Foley, an Alabama municipal 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 the said conveyance, he, as said Mayor and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 8th day of December, 20 17.

Kathryn Taylor
NOTARY PUBLIC

My commission expires: _____



This Document Prepared by:

Casey Pipes, Esq.
Helmsing, Leach, Herlong,
Newman & Rouse, P.C.
P.O. Box 2767
Mobile AL 36652
(251) 432-5521
jcp@helmsinglaw.com



This document was prepared without a title report or title review based on information provided by the parties.



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Ordinance: 17-2051-ORD

File Number: 17-0698

Enactment Number: 17-2051-ORD

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY NOT PRESENTLY NEEDED FOR MUNICIPAL PURPOSES

BE IT ORDAINED BY THE CITY COUNCIL OF FOLEY, ALABAMA AS FOLLOWS:

Section 1. It is hereby found, established and declared that certain real property generally described below is not presently needed for public or municipal purposes, to-wit:

That certain real property located at 3024th Avenue which consists of lots 10 in Block 6 in the City of Foley, Alabama 36535, according to the plat of record in the office of the Judge of Probate of Baldwin County, Alabama in Map Book 8, page 39. Tax Parcel ID Number 05-54-09-32-4-000-049.001 containing approximately .0394 +/- acres and consisting of the Ginwright Center.

Section 2. It is further hereby found, established and declared that it is in the best interest of the public and the City of Foley, Alabama to convey said real property to the Housing Authority of the City of Foley.

Section 3. That the Mayor and the City Clerk are hereby authorized and directed to execute and attest a deed approved by the Mayor and legal counsel and to take any and all other actions they deem necessary or prudent to effectuate the conveyance of said property.

Section 4. That all prior actions taken by the Mayor, City Clerk, City employees and agents and the City's legal counsel in connection with the negotiation, execution, and delivery of this Ordinance are hereby ratifies, approved and affirmed.

PASSED, APPROVED AND ADOPTED this 4th day of December, 2017.



President's Signature

[Handwritten Signature]

Date

12-5-17

Attest by City Clerk

Kathryn Jaylor

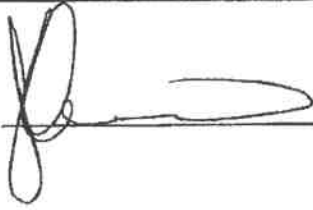
Date

12-5-17

File Number: 17-0698

Enactment Number: 17-2051-ORD

Mayor's Signature

A handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke and a small upward flick.

Date

12/8/17

STATE OF ALABAMA

WARRANTY DEED

BALDWIN COUNTY

THIS INDENTURE, made and entered into by and between THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a Public Body Corporate, hereinafter referred to as party of the first part, and THE CITY OF FOLEY, a Municipal Corporation, of Foley, Alabama, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) 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 whereof is hereby acknowledged, party of the first part, has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, the following described real estate in Baldwin County, Alabama, to-wit:

Lot 10, Block 6, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 8, page 39.

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

TO HAVE AND TO HOLD unto the said THE CITY OF FOLEY, a Municipal Corporation, of Foley, Alabama, its successors and assigns, FOREVER.

And the said party of the first part, for itself, its successors and assigns, hereby covenants and warrants with and unto the said party of the second part, its successors and assigns, that it is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that it has a good right to sell and convey the same as herein conveyed; that it will guarantee the peaceable possession thereof and that it will and its successors and assigns shall forever warrant and defend the same unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part, THE HOUSING AUTHORITY OF THE CITY OF FOLEY, a Public Body Corporate, has caused this instrument to be executed and delivered in its name and behalf by Wylline S. Ebert, as its Chairman; attested by Bobby G. Graham, as its Executive Director and Secretary, with its corporate seal affixed, all on this the 27 day of November, 1978.

The Housing Authority of the
City of Foley,

By Wylline S. Ebert
Chairman

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

AUG 28 1979 11AM

and that no tax was collected. Recorded in RP
Books 512 Shirley D. Davis
Pages 32-33 Judge of Probate
MH \$1.00 Index \$ By 82

STATE OF ALABAMA

BALDWIN COUNTY

I, Fred G. Mott, a Notary Public in and for said County in said State, hereby certify that WYLINE S. EBERT, whose name is signed as Chairman, and Bobby G. Graham whose name is signed as Executive Director and Secretary of The Housing Authority of the City of Foley, a Public Body Corporate, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they, as such officers and with full authority, 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 27 day of November, 1978.

Fred G. Mott
Notary Public, Baldwin County
State of Alabama

My Commission Expires August 14, 1982



This instrument prepared by
C. G. Chason
Chason & Underwood,
Attorneys at Law
Post Office Drawer 458
Foley, Alabama 36535

REN 56 PAGE 033

beaconTM

Created By: VSouthern
Date Created: 8/13/2015

05-54-09-32-4-000-049.001



- Main Highways
- County Roads
- Centerlines
- Foley City Limits
- ⊗ County Mask
- ▨ Foley City Limit Background
- Parcels
- Lot Lines
- Streams and Creeks
- Lakes and Bays

Name - FOLEY, CITY OF
Address1 - P O BOX 1750
Address2 -
Address3 -
City - FOLEY
State - AL
Zip - 36536

204 Increased Value
43240

Last Data Upload: 8/12/2015 8:36:41 PM

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City of Foley, AL



City of Foley Property

Created By: VSouthon
Data Created: 8/13/2015

816 Lot 10 -Housing Authority Center

Summary

Parcel	05-54-09-32-4-000-019.001	Zoning Overlay District	N/A
PIN	064508	Zoning	R-1A
Tax District	N/A	Flood Zone	X
Property Address	304 4TH AV	Voter District	District 2
Neighborhood	FOLEY	National Historic District	No
Subdivision	01AU	City Limits	Yes
Sec/Twp/Rng	32/7S/4E	3-Mile Jurisdiction	Yes
Lot Dimension	05(S)X1451RR	Garbage Route	Friday
		Recycle Route	Tuesday
		Yard Debris Route	Wednesday

[View Property Appraisal](#)
[View Tax Record](#)

Owner

Owner Name:	FOLEY, CITY OF	Deed Type	
Owner Address	P O BOX 1750	Book	0056
		Page	00000032
	FOLEY, AL 36536	Last Deed Date	0/0/0

Previous Owner

The data referenced in this online mapping and GIS application is derived from the City of Foley Geographic Database, the South Alabama Regional Planning Commission, the Baldwin County Geographic Database and other public and private sources. These sources are generally considered to be dependable, but the City of Foley makes no attempt to verify or confirm any information provided by any source, and the City of Foley makes no warranties, expressed or implied as to the accuracy, completeness, currentness, reliability, or suitability for any particular purpose of the information displayed on this map. Independent verification is advised prior to making any commitments. Measurements are approximate, and this data is not intended to substitute for an actual survey. Additionally, the City of Foley and its agents, servants, and employees assume no liability or responsibility for the use of this map and expressly disclaim any liability and any damages that may arise from the use of or reliance on this map. The City of Foley expressly disclaims any representation as to the validity, accuracy, and currentness of any municipal corporate limits, 3-mile equidistant jurisdiction lines, and/or planning jurisdiction lines displayed on this map.

Last Data Upload: 8/12/2015 8:36:41 PM



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**Baldwin County
Revenue Commissioner**

**Property Appraisal Link
BALDWIN COUNTY, AL**

Current Date 8/13/2015

Tax Year 2015
Valuation Date October 1, 2014

OWNER INFORMATION

PARCEL 54-09-32-4-000-049.001 PPIN 064598 TAX DIST 07
NAME FOLEY, CITY OF
ADDRESS P O BOX 1750
FOLEY AL 36536
DEED TYPE BOOK 0056 PAGE 0000032
PREVIOUS OWNER
LAST DEED DATE //0000

DESCRIPTION

85(S)X145 IRR LOT 10 BLK 6 AARONVILLE URBAN RENEWAL PLAN MB
8 PG 39 S32 T7S R4E

PROPERTY INFORMATION

PROPERTY ADDRESS 304 4TH AVE W
NEIGHBORHOOD FOLEY FOLEY AREA
PROPERTY CLASS SUB CLASS
SUBDIVISION 01AU SUB DESC AARONVILLE URBAN RENEWAL PLAN
LOT 10 BLOCK 6
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION 85(S)X145IRR ZONING R-1A

PROPERTY VALUES

LAND: 16000 CLASS 1:
BUILDING: 200200 CLASS 2: 216200 TOTAL ACRES:
CLASS 3: TIMBER ACRES:
TOTAL PARCEL VALUE: 216200
ESTIMATED TAX: \$0.00

DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TCHS	MARKET USE
						Pa	VALUE VALUE
M	LAND	1	BY BS-16000	X	5360-CENTER-COMMUNIT	2	N N 16000
	BLDG	1	C 536	COMMUNITY CENTER -		2	N N 200200

[View Tax Record](#)