See ORDINANCE NO. 26-664, continued on from B2

The Estate of Voncille J. Cleary
Signature:

Susan Miriam Cleary Sommers
As its: **Personal Representative**

Signature:
Johanna Lynn Cleary

Signature:

Susan Miriam Cleary Sommers

Signature: Signature:

Stephen M. Turner Carrie C. Turner

The Estate of Mary P. Tipton AKA Mary Margaret Tipton
Signature:

John Phillip Tipton
As its: **Personal Representative**

Signature:

Barbie Pogue

Signature: Signature:

Robert Michael Barnes Anna Grace Watkins Barnes

The Estates of James R. Cleary and Voncille J. Cleary
Signature: Signature:

Johanna Lynn Cleary Miriam Cleary Sommers

As its: **Personal Representatives**

Signature: Signature:

Stephen M. Turner Carrie C. Turner

The Estate of Mary Phillips Tipton
Signature:

John Phillip Tipton
As its: ~~Executor~~ Personal Representative

Signature:
Barbie Pogue

Signature: Signature:

Robert Michael Barnes Anna Grace Watkins Barnes

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James R. Hays, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John W. Hays, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey W. Enfinger, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Susan Miriam Cleary Sommers, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 16 day of July 2026.

Katherine Anne Beasley (SEAL)
NOTARY PUBLIC
Expiration Date: 8-19-26

KATHERINE AMOS BEASLEY
NOTARY PUBLIC
ALABAMA STATE AT LARGE

STATE OF Florida)
COUNTY OF Nassau)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Johanna Lynn Cleary, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 16th day of July, 2026.

(SEAL)
NOTARY PUBLIC
Expiration Date: 11/20/2029

VICTORIA RHAUL
Notary Public - State of Florida
Commission # HH 742197
My Comm. Expires Nov 20, 2029

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen M. Turner, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carrie C. Turner, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Phillip Tipton, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 14 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Barbie Pogue, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Michael Barnes, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 20 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anna Grace Watkins Barnes, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

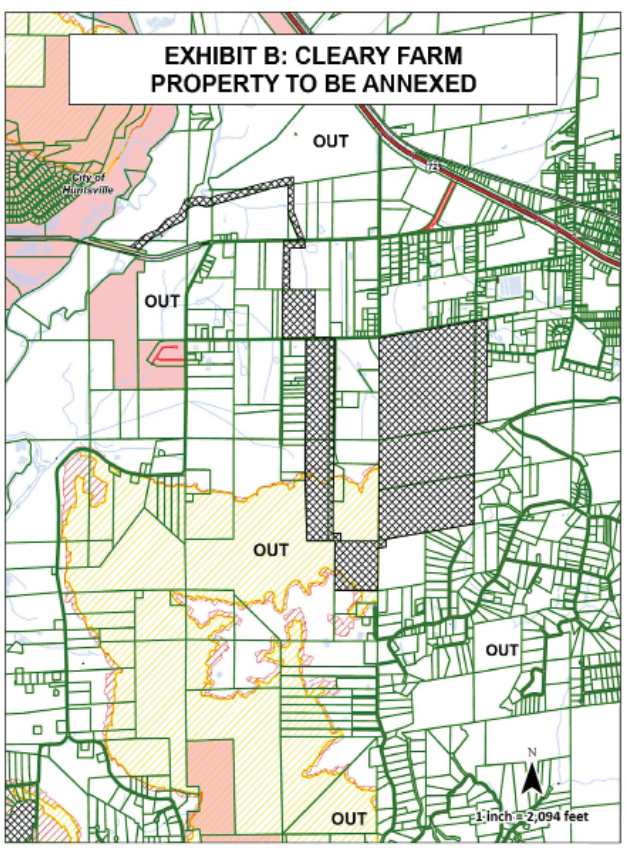
Given under my hand and official seal of office, this the 20 day of July 2026.

Amanda Kay Davis (SEAL)
NOTARY PUBLIC
Expiration Date: 11/29/2027

AMANDA KAY DAVIS
My Commission Expires
November 29, 2027

Exhibit "A"
(Legal Description of the Property)

All that part of Sections 09, 10, 14, 15, 16, 22 and 23, Township 04 South, Range 02 East of the Huntsville Meridian, Madison County, Alabama being more particularly described as commencing at the Northwest Corner of said Section 14; thence from the Point of Commencement, South 00 Degrees 05 Minutes 06 Seconds East a distance of 2663.00 feet to the Point of Beginning; thence from the Point of Beginning, North 80 Degrees 20 Minutes 42 Seconds East a distance of 2992.42 feet; thence South 00 Degrees 24 Minutes 16 Seconds West a distance of 2733.01 feet; thence South 80 Degrees 52 Minutes 25 Seconds West a distance of 342.22 feet; thence South 00 Degrees 19 Minutes 07 Seconds West a distance of 2645.89 feet; thence South 80 Degrees 33 Minutes 46 Seconds West a distance of 2426.76 feet; thence South 00 Degrees 39 Minutes 11 Seconds West a distance of 209.97 feet; thence South 80 Degrees 55 Minutes 20 Seconds West a distance of 208.70 feet; thence South 00 Degrees 42 Minutes 40 Seconds West a distance of 1127.00 feet; thence North 89 Degrees 14 Minutes 09 Seconds West a distance of 1184.68 feet; thence North 00 Degrees 40 Minutes 38 Seconds East a distance of 1302.26 feet; thence North 89 Degrees 54 Minutes 36 Seconds West a distance of 768.36 feet; thence North 01 Degree 17 Minutes 43 Seconds West a distance of 1611.88 feet; thence North 00 Degrees 15 Minutes 58 Seconds East a distance of 3752.40 feet; thence South 89 Degrees 11 Minutes 43 Seconds West a distance of 642.56 feet; thence North 00 Degrees 55 Minutes 48 Seconds East a distance of 2610.92 feet; thence South 89 Degrees 42 Minutes 50 Seconds East a distance of 114.25 feet; thence North 00 Degrees 20 Minutes 24 Seconds East a distance of 1467.13 feet; thence South 79 Degrees 20 Minutes 22 Seconds West a distance of 530.03 feet; thence South 74 Degrees 01 Minute 22 Seconds West a distance of 626.58 feet; thence South 74 Degrees 26 Minutes 45 Seconds West a distance of 464.48 feet; thence South 75 Degrees 27 Minutes 59 Seconds West a distance of 371.57 feet; thence South 68 Degrees 17 Minutes 38 Seconds West a distance of 158.62 feet; thence South 82 Degrees 44 Minutes 56 Seconds West a distance of 172.79 feet; thence North 75 Degrees 43 Minutes 29 Seconds West a distance of 206.16 feet; thence South 79 Degrees 49 Minutes 00 Seconds West a distance of 134.18 feet; thence South 62 Degrees 12 Minutes 27 Seconds West a distance of 173.12 feet; thence South 43 Degrees 28 Minutes 29 Seconds West a distance of 35.53 feet; thence South 12 Degrees 47 Minutes 43 Seconds West a distance of 75.85 feet; thence South 00 Degrees 00 Minutes 00 Seconds West a distance of 104.23 feet; thence South 34 Degrees 45 Minutes 33 Seconds West a distance of 147.33 feet; thence South 65 Degrees 20 Minutes 29 Seconds West a distance of 264.13 feet; thence South 60 Degrees 53 Minutes 40 Seconds West a distance of 406.35 feet; thence South 59 Degrees 30 Minutes 00 Seconds West a distance of 240.00 feet; thence South 54 Degrees 00 Minutes 00 Seconds West a distance of 260.00 feet; thence South 45 Degrees 40 Minutes 27 Seconds West a distance of 243.96 feet; thence North 76 Degrees 33 Minutes 06 Seconds West a distance of 254.38 feet; thence North 51 Degrees 36 Minutes 48 Seconds East a distance of 501.02 feet; thence North 68 Degrees 24 Minutes 14 Seconds East a distance of 366.16 feet; thence North 40 Degrees 23 Minutes 44 Seconds East a distance of 358.41 feet; thence North 63 Degrees 54 Minutes 56 Seconds East a distance of 397.13 feet; thence North 22 Degrees 43 Minutes 04 Seconds East a distance of 392.86 feet; thence North 79 Degrees 28 Minutes 04 Seconds East a distance of 400.25 feet; thence South 84 Degrees 43 Minutes 14 Seconds East a distance of 331.11 feet; thence North 67 Degrees 48 Minutes 12 Seconds East a distance of 59.04 feet; thence North 70 Degrees 23 Minutes 22 Seconds East a distance of 54.85 feet; thence North 71 Degrees 45 Minutes 54 Seconds East a distance of 71.75 feet; thence North 75 Degrees 10 Minutes 18 Seconds East a distance of 106.96 feet; thence North 79 Degrees 16 Minutes 19 Seconds East a distance of 108.13 feet; thence North 74 Degrees 29 Minutes 30 Seconds East a distance of 1059.65 feet; thence North 76 Degrees 31 Minutes 33 Seconds East a distance of 632.74 feet; thence North 81 Degrees 33 Minutes 33 Seconds East a distance of 236.34 feet; thence South 00 Degrees 30 Minutes 04 Seconds West a distance of 920.34 feet; thence South 22 Degrees 23 Minutes 56 Seconds East a distance of 804.75 feet; thence South 01 Degree 16 Minutes 08 Seconds East a distance of 235.72 feet; thence South 89 Degrees 55 Minutes 55 Seconds West a distance of 404.60 feet; thence South 00 Degrees 28 Minutes 01 Second West a distance of 1102.77 feet; thence South 89 Degrees 53 Minutes 54 Seconds East a distance of 685.64 feet; thence South 00 Degrees 28 Minutes 01 Second West a distance of 1295.27 feet; thence North 89 Degrees 03 Minutes 44 Seconds East a distance of 542.74 feet; thence South 00 Degrees 34 Minutes 07 Seconds West a distance of 5167.27 feet; thence South 89 Degrees 54 Minutes 36 Seconds East a distance of 208.71 feet; thence South 00 Degrees 00 Minutes 00 Seconds West a distance of 208.71 feet; thence South 89 Degrees 54 Minutes 36 Seconds East a distance of 1026.79 feet; thence North 00 Degrees 37 Minutes 07 Seconds East a distance of 1350.92 feet; thence North 00 Degrees 33 Minutes 50 Seconds East a distance of 686.04 feet; thence North 00 Degrees 33 Minutes 50 Seconds East a distance of 638.16 feet; thence North 00 Degrees 08 Minutes 05 Seconds West a distance of 1272.59 feet; thence North 00 Degrees 08 Minutes 05 Seconds West a distance of 635.30 feet; thence North 00 Degrees 30 Minutes 38 Seconds West a distance of 799.98 feet back to the Point of Beginning and containing 536.68 Acres, more or less.



ANNEXATION SUMMARY: CLEARY FARMS
June 23, 2026

PETITIONER: The Estate of Voncille J. Cleary, by Susan Miriam Cleary Sommers, as its Personal Representative; Johanna Lynn Cleary; Susan Miriam Sommers Cleary; Stephen M. Turner and Carrie C. Turner, husband and wife; The Estate of Mary P. Tipton AKA Mary Margaret Tipton, by John Phillip Tipton, as its Personal Representative; Barbie Pogue; Robert Michael Barnes, II and Anna Grace Watkins Barnes; Grassy Pond, L.P., by John W. Hays as the President of Grassy Pond, Inc., as its General Partner; Deposit Road, LLC, an Alabama Limited Company, by James R. Hays and John W. Hays, as its Management Committee Managers; Enfinger Development, LLC, by Jeffrey W. Enfinger as its sole Member and Manager

LOCATION: On the east of US Hwy 72 E, and north & south of Little Cove Rd

Township 4 South, Range 2 East, Sections 9, 10, 14, 16, 22 & 23

Little Cove Rd, Gurley, AL 35748

ACREAGE: 536.68 acres

REASON FOR REQUEST: City Services

ANNEXATION GUIDELINES: Cleary

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

RESIDENTIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPIES ATTACHED

PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner _____ **Date** _____

Petitioner _____ **Date** _____

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STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

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Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner _____ Date 4/27/26
For: Enfinger Development, LLC As its: Manager
Petitioner _____ Date 4/27/26
For: Enfinger Development As its: Mgr.

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See ORDINANCE NO. 26-664, continued on page B4