BALDWIN COUNTY COMMISSION

SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between TURNBERRY CROSSING 2016, LLC. (Owner and Developer, jointly and severally known as the "OWNER"), and Ammons and Blackmon (hereinafter called the "CONTRACTOR"), and the Baldwin County commission (hereinafter called the "COUNTY COMMISSION") all collectively known as the "PARTIES".

WITNESSETH:

WHEREAS the rights-of-way of TURNBERRY CROSSING PHASE THREE (Subdivision Name) located in Baldwin County, Alabama were dedicated to public use by the OWNER on the record plat (EXHIBIT C) as recorded with the Baldwin County Judge of Probate on Slide No. 2704-D on the 22nd day of November, 2019, included herein by reference as if fully set forth; and

WHEREAS the OWNER further warrants that the roadways and drainage improvements within the following public rights-of-way are complete and are in compliance with all Federal, State and local laws to include minimum standards specified by, without limitation, the Baldwin County Subdivision Regulations, and that they are free from known defects and are free and clear of all liens and encumbrances (see also Exhibit D);

Roadway Name	Centerline Length Of Roadway (feet)	Asphalt Width (feet)	Curbing Y/N
Kudu Avenue	438'	20	Y
Sitka Drive	924'	20	Y
Impala Drive	335'	20	Y

(List all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT and Contract, the sufficiency of which is hereby acknowledged, the OWNER and the COUNTY COMMISSION do hereby agree as follows:

1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.

2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

   Exhibit A. Engineer's itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

   Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

   Exhibit C. Copy of the Recorded Subdivision Plat;

   Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.

4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period.

5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within and right-of-way subject hereto; furthermore, the County Engineer, or his designee shall have the sole and final authority to interpret and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.

6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a document (Exhibit B) in the amount of $139,535.64 made payable to the Baldwin County Commission on behalf of TURNBERRY CROSSING 2016, LLC. (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, and then this AGREEMENT shall prevail.

If at any time during the twenty-four (24) month maintenance period, should the improvements be in need of repairs as determined by County Engineer, the following procedure should be followed:

1. The repairs will be made by the Baldwin County Highway Department or other TURNBERRY CROSSING 2016, LLC as determined by Baldwin County.

2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.

3. The OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24 month maintenance period (whichever comes first), the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.

4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases same following the respective repairs.

5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.

B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four month maintenance period, then the county Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.

7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans agreements, representations, whatsoever, whether express or implied.

8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.

11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:

A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;

B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.

12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.

13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the CCOUNTY COMMISSION and the creation of such a relationship is prohibited and void.

14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

    This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of all parties and enforceable against them in accordance with the respective terms contained herein.

    The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or ty registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and such case, the date of said notice shall govern.

    Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:

OWNER: TURNBERRY CROSSING 2016, LLC
Address: Rance Reed
24190 US Highway 98 Suite B FAIRHOPE AL 36532
Telephone Number: 251 454 2111

DEVELOPER: TURNBERRY CROSSING 2016, LLC
Address: Rance Reed
24190 US Highway 98 Suite B FAIRHOPE AL 36532
Telephone Number: 251 454-2111

CONTRACTOR: AMMONS AND BLACKMON
Address: 9695 Stagecoach Commercial Park Circle
Spanish Fort, AL 36577
Telephone Number: 251-626-0656

COUNTY COMMISSION: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

IN WITNESS WHEREOF, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

- **THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.**

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

TURNBERRY CROSSING 2016, LLC

Owner's Name

Rance Reehl — Member

OWNER-(print) /Title

[signature] — 10-17-19

OWNER (signature) /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, Notary Public in and for said County, in said State, hereby certify that RANCE REEHL (individual's name), whose name as OWNER, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and 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 17 day of October, 2019.

Wanda LaCoste

NOTARY PUBLIC

WANDA LACOSTE NOTARY PUBLIC ALABAMA STATE AT LARGE

TURNBERRY CROSSING 2016, LLC

Developers Company Name

Rance Reehl / Member

DEVELOPER-(print) /Title

[signature] / 10-17-19

DEVELOPER (signature) /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, Notary Public in and for said County, in said State, hereby certify that RANCE REEHL (individual's name), whose name as DEVELOPER, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and 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 17 day of October, 2019.

Wanda LaCoste

NOTARY PUBLIC

WANDA LACOSTE NOTARY PUBLIC ALABAMA STATE AT LARGE

AMMONS AND BLACKMON

Contractor Company Name

Chad Ammons / Member

CONTRACTOR-(print) /Title

/ 10/28/19

CONTRACTOR (signature) /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, Notary Public in and for said County, in said State, hereby certify that Chad Ammons (individual's name), whose name as CONTRACTOR / MEMBER, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and 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 28 day of October, 2019.

Wanda LaCoste

NOTARY PUBLIC

Baldwin County Commission

/

Baldwin County Commission Chairman /Title

ATTEST:

/

County Administrator /Date