

**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 TH FAIRHOPE FALLS 2018, LLC, (Owner and Developer, jointly and severally known as the "OWNER"), and Cunningham Delaney Construction LLC (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 Fairhope Falls Phase 2 (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. 2685-D on the 20th day of June, 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);

<b>Roadway Name</b>	<b>Centerline Length Of Roadway (feet)</b>	<b>Asphalt Width (feet)</b>	<b>Curbing Y/N</b>
Sophie Falls Ave.	1,209.01	22	Y
Sutherland Circle	632.72	22	Y
Hatchet Creek Ave.	614.69	22	Y
Landry Lane	810.28	22	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 \$241,479.26 made payable to the Baldwin County Commission on behalf of TH FAIRHOPE FALLS 2018, 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 TH FAIRHOPE FALLS 2018, 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 COUNTY 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 by 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: TH FAIRHOPE FALLS 2018, LLC.  
Address: 29891 Woodrow Lane, Suite 300  
Spanish Fort, AL 36527  
Telephone Number: 251-625-1198

DEVELOPER: TH FAIRHOPE FALLS 2018, LLC.  
Address: 29891 Woodrow Lane, Suite 300  
Spanish Fort, AL 36527  
Telephone Number: 251-625-1198

CONTRACTOR: Cunningham Delaney Construction  
Address: P.O. Box 1040  
Magnolia Springs, AL 36555  
Telephone Number: 251-988-1230

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)



TH FAIRHOPE FALLS 2018, LLC.

Owner's Name

Nathan L. Cox Manager  
OWNER-(print) /Title

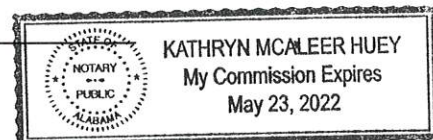
[Signature] 4/17/19  
OWNER (signature) /Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Kathryn McAleer Huey, Notary Public in and for said County, in said State, hereby certify that Nathan L. Cox (individual's name), whose name as manager, TH Fairhope Falls 2018, LLC, 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<sup>th</sup> day of April, 2019.

Kathryn McAleer Huey  
NOTARY PUBLIC



TH FAIRHOPE FALLS 2018, LLC.

Developers Company Name

Nathan L. Cox Manager  
DEVELOPER-(print) /Title

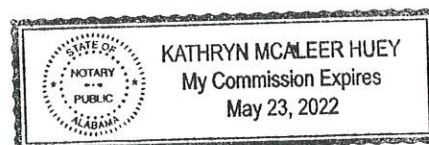
[Signature] 4/17/19  
DEVELOPER (signature) /Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Kathryn McAleer Huey, Notary Public in and for said County, in said State, hereby certify that Nathan L. Cox (individual's name), whose name as manager, 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<sup>th</sup> day of April, 2019.

Kathryn McAleer Huey  
NOTARY PUBLIC



Cunningham Delaney Construction, LLC  
Contractor Company Name  
Mark Delaney / MBK  
CONTRACTOR-(print) /Title  
[Signature] / 4/10/19  
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 MARK DELANEY (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 10 day of April, 2019.

Wanda LaCoste  
NOTARY PUBLIC

Baldwin County Commission

\_\_\_\_\_  
Baldwin County Commission Chairman /Title

ATTEST:

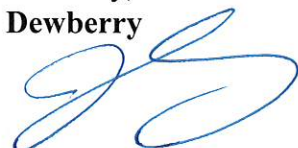
\_\_\_\_\_  
County Administrator /Date

**EXHIBIT "A"**  
**ENGINEER'S ITEMIZED COST ESTIMATE**  
**FAIRHOPE FALLS PHASE 2**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
100	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	1,448	LF	27.75	40,182.00
101	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	696	LF	39.00	27,144.00
102	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	734	LF	47.75	35,048.50
103	36" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	368	LF	63.50	23,368.00
104	42" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	136	LF	83.00	11,288.00
105	48" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	32	LF	117.00	3,744.00
106	18" PERFORATED HDPE, INCL. ROCK ENCASEMENT	50	LF	49.50	2,475.00
107	INLET, TYPE "S", 1-WING	19	EA	4,186.00	79,534.00
108	INLET, TYPE "S", 2-WING	4	EA	5,594.00	22,376.00
109	YARD INLET	7	EA	2,403.00	16,821.00
110	BUBBLE UP STRUCTURE	1	EA	3,048.00	3,048.00
111	JUNCTION BOX	5	EA	2,439.00	12,195.00
112	JUNCTION BOX SPECIAL	2	EA	6,356.00	12,712.00
113	OUTLET STRUCTURE	1	EA	12,620.00	12,620.00
114	SLOPE PAVED HEADWALL, 36"	1	EA	964.00	964.00
115	SLOPE PAVED HEADWALL, 42"	1	EA	1,275.00	1,275.00
116	RIP RAP, CL.2 W/FILTER BLANKET	35	TON	78.75	2,756.25
117	SEEDING, FERTILIZING & MULCHING	3.5	AC	2,108.00	7,378.00
118	SOLID SOD	3,105	SY	4.50	13,972.50
<b>SUB-TOTAL GRADING &amp; DRAINAGE:</b>					<b>328,901.25</b>
<b>ROADWAYS</b>					
200	TYPE "A" 2'-0" CONCRETE VALLEY GUTTER	7,550	LF	12.00	90,600.00
201	SAND SUB-BASE, 18" THICK	700	SY	6.25	4,375.00
202	SAND CLAY BASE, 8" THICK	9,228	SY	5.75	53,061.00
203	PRIME COAT	9,228	SY	1.80	16,610.40
204	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 220#/SY, 424-A	9,228	SY	11.00	101,508.00
205	SPEED LIMIT SIGN W/POST	8	EA	320.00	2,560.00
206	STOP SIGN W/POST	11	EA	385.50	4,240.50
207	HEADER CURB	180	LF	8.80	1,584.00
208	NEW BARRICADES	1	EA	258.00	258.00
<b>SUB-TOTAL ROADWAYS:</b>					<b>274,796.90</b>
<b>TOTALS:</b>					<b>603,698.15</b>
<b>ENGINEER'S MAINTENACE BOND ESTIMATE, 2 YR. @ 40%:</b>					<b>241,479.26</b>

I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,  
**Dewberry**



Jared D. Landry, PE  
Project Manager





**EXHIBIT "B"**  
**MAINTENANCE BOND**

**BOND NUMBER-** \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS, That we: \_\_\_\_\_  
\_\_\_\_\_, (Contractor or Owner) as Principal, and \_\_\_\_\_  
\_\_\_\_\_, (Surety) a corporate of the State of \_\_\_\_\_, as surety, are held  
and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
in the sum of \_\_\_\_\_,  
lawful

money of the United States of America, to be paid to the said: **BALDWIN COUNTY COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** for

\_\_\_\_\_  
\_\_\_\_\_ (Name of Development) and in said Agreement is required to maintain the said work in good condition for a period of two years from the date the Baldwin County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Obligee, or its proper representative or representatives, maintain the said work in good condition. The term of the bond extends 24 months beyond the full execution of the Agreement including any necessary extensions during repair periods.

Attest:  
\_\_\_\_\_  
\_\_\_\_\_

Contractor or Owner: \_\_\_\_\_  
By: \_\_\_\_\_

Surety: \_\_\_\_\_

COUNTERSIGNED:  
\_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT "C"**  
**RECORDED SUBDIVISION PLAT DESCRIPTION**

COMMENCE AT A CAPPED REBAR (EDS) AT THE NORTHWEST CORNER OF FAIRHOPE FALLS SUBDIVISION, PHASE ONE, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDES 2487-D, 2487-E AND 2487-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 264.08 FEET; THENCE RUN SOUTH 00 DEGREES 06 MINUTES 48 SECONDS WEST, A DISTANCE OF 479.67 FEET FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 00 DEGREES 06 MINUTES 48 SECONDS WEST, A DISTANCE OF 859.97 FEET; THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 249.79 FEET, HAVING A RADIUS OF 625.00 FEET, (CHORD BEARS SOUTH 12 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 248.13 FEET); THENCE RUN SOUTH 23 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 37.50 FEET; THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 38.49 FEET, HAVING A RADIUS OF 25.00 FEET, (CHORD BEARS SOUTH 20 DEGREES 20 MINUTES 15 SECONDS EAST, A DISTANCE OF 34.80 FEET); THENCE RUN SOUTH 64 DEGREES 26 MINUTES 29 SECONDS EAST, A DISTANCE OF 241.33 FEET; THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 39.29 FEET, HAVING A RADIUS OF 25.00 FEET, (CHORD BEARS NORTH 70 DEGREES 18 MINUTES 47 SECONDS EAST, A DISTANCE OF 35.37 FEET); THENCE RUN SOUTH 25 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 330.01 FEET; THENCE RUN SOUTH 25 DEGREES 24 MINUTES 34 SECONDS WEST, A DISTANCE OF 75.10 FEET; THENCE RUN SOUTH 25 DEGREES 33 MINUTES 31 SECONDS WEST, A DISTANCE OF 140.00 FEET; THENCE RUN SOUTH 64 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 327.52 FEET; THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 412.84 FEET, HAVING A RADIUS OF 505.00 FEET, (CHORD BEARS SOUTH 55 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 401.44 FEET); THENCE RUN SOUTH 75 DEGREES 57 MINUTES 40 SECONDS WEST, A DISTANCE OF 120.50 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 45 SECONDS WEST, A DISTANCE OF 24.38 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 09 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, A DISTANCE OF 229.48 FEET; THENCE RUN SOUTH 80 DEGREES 59 MINUTES 53 SECONDS WEST, A DISTANCE OF 127.79 FEET; THENCE RUN NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, A DISTANCE OF 49.65 FEET; THENCE RUN NORTH 00 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 1034.29 FEET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, A DISTANCE OF 518.52 FEET; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE OF 369.43 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 17 SECONDS EAST, A DISTANCE OF 670.28 FEET; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 27.05 ACRES.

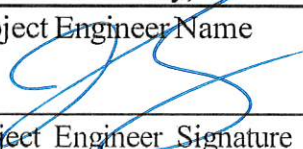
**EXHIBIT "D"**  
**CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS**

Chairman  
Baldwin County Planning & Zoning Commission Post  
Office Box 220  
Silverhill, Al. 36576


In accordance with the requirements of Section 8.2 of the *Baldwin County Subdivision Regulations*, I hereby certify to the following with respect to

Fairhope Falls Phase 2 Subdivision

- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Jared D. Landry, PE  
Project Engineer Name  
  
Project Engineer Signature

35618  
Registration Number  
4/18/19  
Date

TH FAIRHOPE FALLS 2018, LLC.  
Subdivider Name  
  
Subdivider Signature

4/17/19  
Date

**BALDWIN COUNTY, ALABAMA  
SUBDIVISION REGULATIONS**

**DEDICATION OF ROADS AND RIGHTS OF WAY**

**Subdivision Name:** FAIRHOPE FALLS PHASE 2

**Case No.:** \_\_\_\_\_

**THIS DEDICATION OF ROADS AND RIGHTS OF WAY** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by TH FAIRHOPE FALLS 2018, LLC., hereinafter called the Subdivider, owner of certain real property located in Baldwin County, Alabama known as the **FAIRHOPE FALLS PHASE 2** recorded on \_\_\_\_\_ of the records in the office of the Judge of Probate of Baldwin County; and

**WHEREAS**, the Subdivider has agreed to dedicate the roads and rights of way located in said subdivision to the Baldwin County Commission, and further warrants that the following roads and rights of way are complete and are in compliance with minimum standards specified by the Baldwin County Planning & Zoning Commission and Baldwin County Commission for their construction:

SEE ATTACHED STREET SUMMARY

\_\_\_\_\_  
(list each road/ right-of-way and the approximate length in feet)

The Subdivider further warrants that the same are free from defects from any cause and are free and clear of all liens and encumbrances; and

**WHEREAS**, the subdivider does hereby agree to maintain all roads and rights of way for a period of two (2) years after the date of their acceptance by the Baldwin County Commission and dedication of same to the County; and

**WHEREAS**, the County Engineer does hereby certify that all roads and rights of way are complete and have been inspected, and that the Design Engineer and subdivider have signed and submitted the "Certification of Improvements for Subdivisions" stating that the project is in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and Baldwin County Commission; and

**WHEREAS**, Baldwin County, Alabama, acting by and through the Baldwin County Commission has agreed to accept the responsibility for maintaining only the roads in said subdivision subject to a two (2) year maintenance period as described above; and



**WHEREAS**, the Baldwin County Commission has agreed to accept the property within the confines of the roadway rights of way and does not include drainage or utility easements or other improvements outside of these confines;

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subdivider does hereby dedicate the roads and rights of way in said subdivision to the Baldwin County Commission, a body politic and corporate.

**IN WITNESS WHEREOF**, the Subdivider has caused the execution of this dedication as of the date set forth above.

By:

TH FAIRHOPE FALLS 2018, LLC.

Subdivider

  
\_\_\_\_\_  
Attest

Nathan L. Cox

Name (print)

\_\_\_\_\_  
Name (print)

29891 Woodrow Lane  
Spanish Fort, AL 36527

Subdivider's Mailing Address

251-625-1198  
Subdivider's Phone Number

By:

\_\_\_\_\_  
County Engineer, Baldwin County

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Baldwin County Commission Chairman

\_\_\_\_\_  
Date