



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov
May 4, 2021

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

Mr. Jason Estes, P.E.
Dewberry/Preble-Rich, LLC
25353 Friendship Road
Daphne, Alabama 36526

RE: Case No. S-16045 - Fairhope Falls, Phase 3 - Road Acceptance

Dear Mr. Estes:

The Baldwin County Commission, during its regularly scheduled meeting held on May 4, 2021, took the following actions regarding Subdivision Case No. S-16045 - Fairhope Falls, Phase 3 in Maintenance Area 200:

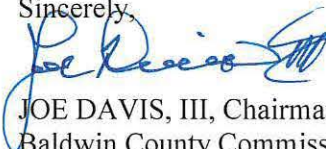
1) Accepted the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

<u>Road Name</u>	<u>Length</u>	<u>Asphalt Width</u>
Iguazu Falls Avenue	69.97 ft	22 ft
Kaieteur Falls Avenue	370.00 ft	22 ft
Landry Lane	529.79 ft	22 ft
Sophie Falls Avenue	1,200.60 ft	22 ft
Sutherland Circle	614.93 ft	22 ft

2) Approved and authorized me, as Chairman, to execute the **enclosed** *Subdivision Roadway and Drainage Improvement Acceptance Agreement* and accept the Surety Document from Fidelity and Deposit Company of Maryland on behalf of Ammons and Blackmon Construction LLC in the amount of \$170,455.08 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,


JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BN3

cc: Joey Nunnally
Tyler Mitchell
Halley Black
Lisa Sangster

ENCLOSURE(S)

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 68V FAIRHOPE FALLS 2020, LLC (Owner, Developer and Contractor jointly and severally known as the "OWNER"), 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 3 (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. 2771-B on the 7th day of April, 2021, 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):

<u>Roadway Name</u>	<u>Centerline Length of Roadway (feet)</u>	<u>Asphalt Width (feet)</u>	<u>Curbing Y/N</u>
<u>Iguazu Falls Ave</u>	<u>69.97'</u>	<u>22</u>	<u>Y</u>
<u>Kaieteur Falls Ave</u>	<u>370.00'</u>	<u>22</u>	<u>Y</u>
<u>Landry Lane</u>	<u>529.79'</u>	<u>22</u>	<u>Y</u>
<u>Sophie Falls Ave</u>	<u>1200.60'</u>	<u>22</u>	<u>Y</u>
<u>Sutherland Circle</u>	<u>614.93'</u>	<u>22</u>	<u>Y</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

(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 any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs 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 Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 170,455.08 made payable to the Baldwin County Commission on behalf of Ammons & Blackmon Construction 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, then this AGREEMENT shall prevail.

A. If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:

1. The repairs will be made by the Baldwin County Highway Department or other entity 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. If 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), then 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 the 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 (24) 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 dispose of 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 is 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 in 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: 68V FAIRHOPE FALLS 2020, LLC.
Address: 29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527
Telephone Number: (251) 625-1198

DEVELOPER: 68V FAIRHOPE FALLS 2020, LLC.
Address: 29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527
Telephone Number: (251) 625-1198

CONTRACTOR: Ammons and Blackmon Construction, LLC.
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)

68V FAIRHOPE FALLS 2020, LLC.

Owner's Name

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

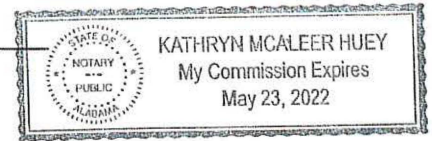
[Signature] /Date 11/30/2020
OWNER (signature)

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 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 30th day of November, 2020.

Kathryn McAleer Huey
NOTARY PUBLIC



68V FAIRHOPE FALLS 2020, LLC.

Developers Company Name

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

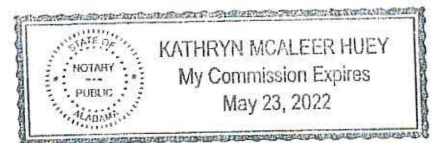
[Signature] /Date 11/30/2020
DEVELOPER (signature)

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 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 30th day of November, 2020.

Kathryn McAleer Huey
NOTARY PUBLIC



Ammons and Blackmon Construction, LLC
Contractor Company Name

Chad Ammons / Member
CONTRACTOR-(print) /Title

[Signature] / 12/8/2020
CONTRACTOR (signature) /Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Alaina Ammons, Notary Public in and for said County, in said State, hereby certify that Chad Ammons (individual's name), whose name as Member of Ammons & Blackmon Construction, 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 8th day of Dec., 2020.

[Signature] My Commission Expires:
NOTARY PUBLIC October 1, 2022

Baldwin County Commission

[Signature] / 5/4/2021
Baldwin County Commission Chairman /Title

ATTEST:
[Signature] / 5/4/2021
County Administrator /Date

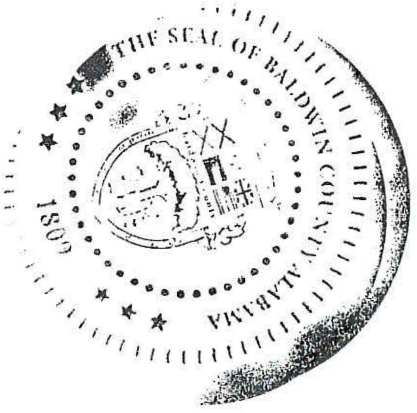


EXHIBIT "A"
ENGINEER'S ITEMIZED COST ESTIMATE
FAIRHOPE FALLS PHASE 3

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
1	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	1,355	LF	36.00	48,780.00
2	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	380	LF	44.00	16,720.00
3	CONCRETE PAVED DITCH	600	LF	36.00	21,600.00
4	INLET, TYPE "S", 1-WING	12	EA	3,900.00	46,800.00
5	INLET, TYPE "S", 2-WING	2	EA	4,875.00	9,750.00
6	YARD INLET	4	EA	3,000.00	12,000.00
7	JUNCTION BOX	4	EA	3,200.00	12,800.00
8	4" TOPSOIL FROM STOCKPILE	1,170	CYIP	14.00	16,380.00
9	SEEDING, FERTILIZER & MULCH	2.2	AC	2,100.00	4,620.00
SUB-TOTAL GRADING & DRAINAGE					189,450.00
ROADWAYS					
10	CONCRETE CURB & GUTTER	5,210	LF	13.75	71,637.50
11	UPPER LAYER SAND CLAY BASE, 4" THICK	8,274	SY	4.50	37,233.00
12	LOWER LAYER SAND CLAY BASE, 4" THICK	8,274	SY	2.35	19,443.90
13	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2", 424-A, 220#	6,823	SY	11.10	75,735.30
14	4" PVC UTILITY SLEEVES	50	LF	10.00	500.00
15	STOP & STREET SIGNS	10	EA	350.00	3,500.00
16	SIDEWALK, 5' WIDE	223	LF	41.00	9,143.00
17	SIDEWALK, REMOVE & REPLACE	101	LF	45.00	4,545.00
18	HANDICAP RAMPS	26	EA	575.00	14,950.00
SUB-TOTAL ROADWAYS:					236,687.70
TOTAL:					426,137.70
ENGINEER'S MAINTENANCE BOND ESTIMATE, 2 YR.@ 40%:					170,455.08

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

Sincerely,
Dewberry Engineers Inc.

Andrew Bobe, PE
Senior Associate
Senior Project Manager

EXHIBIT "B"
MAINTENANCE BOND

BOND NUMBER- [REDACTED]

KNOWN ALL MEN BY THESE PRESENTS, That we: Ammons & Blackmon Construction LLC.
_____, (Contractor or Owner) as Principal, and Fidelity and Deposit Company
of Maryland, (Surety) a corporate of the State of Maryland, as surety, are held
and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**
in the sum of One Hundred Seventy Thousand, Four Hundred Fifty Five Dollars & 08/100,
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 _____, 2020.

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

Fairhope Falls Phase 3 (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:
Gay Bibson
Chad Ammons

Contractor or Owner: Ammons & Blackmon Construction LLC.

By: [Signature]
Chad Ammons, Member

Surety: Fidelity and Deposit Company of Maryland

By: [Signature]
John T. Thomas, Jr., Attorney In Fact

COUNTERSIGNED:
Lynda Reeves
Lynda Reeves

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfelaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Christopher T. THOMAS and Maria A. DAVISON, all of Daphne, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons .

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

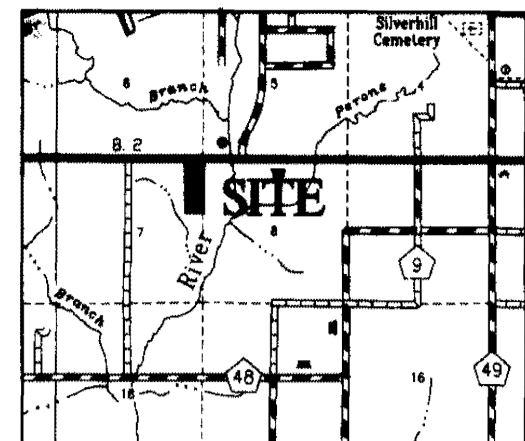
QUINN, PATRICIA T (1/2 INT) ETAL
QUINN,
C/O MICHAEL QUINN
P O BOX 547
MONTROSE AL 36559

SOUTHERN WOODLANDS L L C
(80X INT) ETAL
169 DAUPHIN STREET
SUITE 101
MOBILE, AL 36602

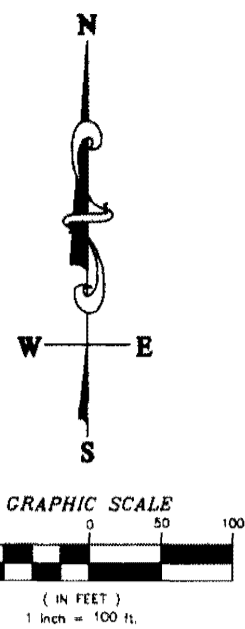
BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
President: 4/7/2021 2:36 PM
TOTAL: 5 49.01
1 Page

1904214

PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 7,
TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

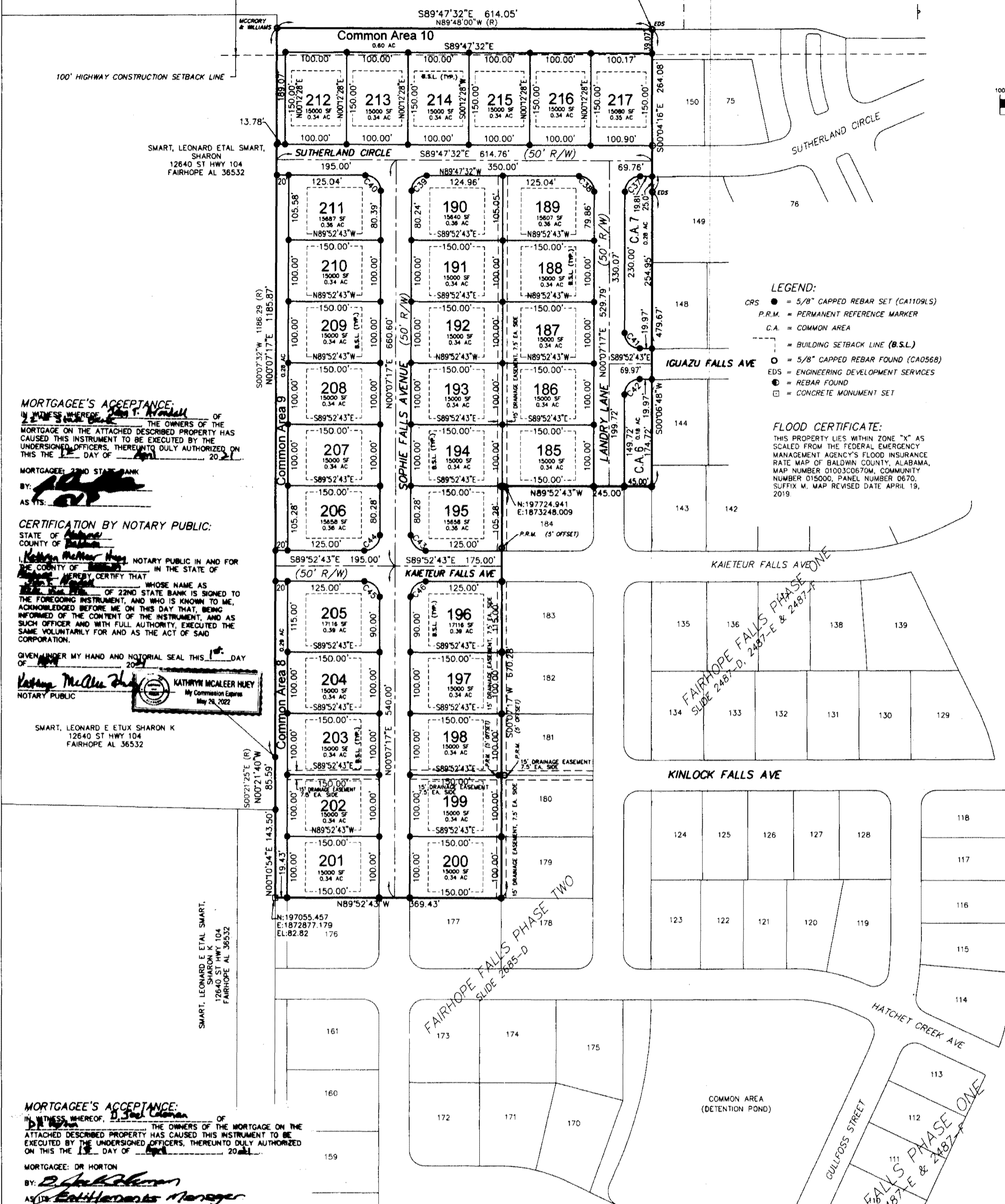


VICINITY MAP
1" = 1 MILE



POINT OF COMMENCEMENT
POINT OF BEGINNING

ALABAMA HIGHWAY NO. 104 (RIGHT-OF-WAY VARIES) THE RECORD LOCATION OF A RAILROAD SPIKE MARKING THE
(PAVED ROAD) "LOCALLY ACCEPTED" NORTHWEST CORNER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 3 EAST



MORTGAGEE'S ACCEPTANCE:
IN WITNESS WHEREOF, THE OWNERS OF THE MORTGAGE ON THE ATTACHED DESCRIBED PROPERTY HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY THE UNDERSIGNED OFFICERS, THEREUNTO DULY AUTHORIZED ON THIS 12 DAY OF February 2021.

MORTGAGEE: TWO STATE BANK
BY: [Signature]
AS ITS: [Signature]

CERTIFICATION BY NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kathryn McAleer Huey, NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT [Name] WHOSE NAME AS APPEARS IN 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 NOTORIAL SEAL THIS 12 DAY OF February 2021.

[Signature]
KATHRYN MCALEER HUEY
NOTARY PUBLIC
My Commission Expires May 28, 2022

MORTGAGEE'S ACCEPTANCE:
IN WITNESS WHEREOF, THE OWNERS OF THE MORTGAGE ON THE ATTACHED DESCRIBED PROPERTY HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY THE UNDERSIGNED OFFICERS, THEREUNTO DULY AUTHORIZED ON THIS 12 DAY OF February 2021.

MORTGAGEE: DR HORTON
BY: [Signature]
AS ITS: [Signature]

CERTIFICATION BY NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kathryn McAleer Huey, NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT [Name] WHOSE NAME AS APPEARS IN 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 NOTORIAL SEAL THIS 12 DAY OF February 2021.

[Signature]
KATHRYN MCALEER HUEY
NOTARY PUBLIC
My Commission Expires May 28, 2022

MORTGAGEE'S ACCEPTANCE:
IN WITNESS WHEREOF, THE OWNERS OF THE MORTGAGE ON THE ATTACHED DESCRIBED PROPERTY HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY THE UNDERSIGNED OFFICERS, THEREUNTO DULY AUTHORIZED ON THIS 12 DAY OF February 2021.

MORTGAGEE: FAIRHOPE FALLS PHASE TWO
BY: [Signature]
AS ITS: [Signature]

CERTIFICATION BY NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kathryn McAleer Huey, NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT [Name] WHOSE NAME AS APPEARS IN 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 NOTORIAL SEAL THIS 12 DAY OF February 2021.

[Signature]
KATHRYN MCALEER HUEY
NOTARY PUBLIC
My Commission Expires May 28, 2022

SURVEYOR'S NOTES:
1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS
2. DESCRIPTION AS FURNISHED BY CLIENT.
3. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
4. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
5. THE LINES REPRESENTING THE CENTERLINE AND RIGHTS-OF-WAY OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHTS-OF-WAY MONUMENTATION IS ALSO SHOWN.
6. SURVEY WAS CONDUCTED ON JULY 15TH, 5TH, 8TH AND 7TH 2016; AND IS RECORDED IN FIELD BOOK #303, AT PAGES 42-47, AND IN AN ELECTRONIC DATA FILE. FINAL CORNERS WERE SET IN DECEMBER 2020.
7. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSERS.
8. THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RETRACEMENT AND PROPORTIONING OF THE ORIGINAL GOVERNMENT SURVEY.

GENERAL NOTES:
1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
2. STORMWATER DETENTION AREAS, COMMON AREAS, AND DRAINAGE EASEMENTS ARE NOT THE RESPONSIBILITY OF CITY OF FAIRHOPE OR BALDWIN COUNTY TO MAINTAIN.
3. ALL UTILITIES WILL BE CONSTRUCTED UNDERGROUND.
4. THERE IS DEDICATED HEREWITH A 10 FOOT DRAINAGE/UTILITY EASEMENT ON ALL LOT LINES ADJACENT TO RIGHT-OF-WAYS AND A 10 FOOT (5 FEET EACH SIDE) UTILITY EASEMENT ALONG ALL SIDE LOT LINES, AND 10 FOOT UTILITY EASEMENT ALONG COMMON AREA R.O.W.'S.
5. MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE 18" ABOVE THE HIGHEST OROUND ELEVATION TO 10 FEET OUTSIDE OF BUILDING, SEE FAIRHOPE BUILDING DEPT. FOR SPECIFIC REQUIREMENT.
6. ALL STREET LIGHTS TO BE INSTALLED IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF FAIRHOPE STANDARDS.
7. FENCES AND/OR ACCESSORY STRUCTURES ARE NOT ALLOWED IN DRAINAGE OR UTILITY EASEMENTS.
8. ALL ACCESS STREETS TO ADJACENT PROPERTIES THAT ARE NOT CONNECTED AT THE TIME OF THE IMPROVEMENTS SHALL BE POSTED WITH A STOP SIGN BLANK READING "FUTURE THROUGH STREET". THESE SIGNS SHALL BE POSTED BY THE SUBDIVIDER.

LEGEND:
CRS = 5/8" CAPPED REBAR SET (CA1109LS)
P.R.M. = PERMANENT REFERENCE MARKER
CA = COMMON AREA
B.S.L. = BUILDING SETBACK LINE (B.S.L.)
EDS = 5/8" CAPPED REBAR FOUND (CA0568)
EDS = ENGINEERING DEVELOPMENT SERVICES
RF = REBAR FOUND
CM = CONCRETE MONUMENT SET

FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN ZONE "X" AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA, MAP NUMBER 170303C0670M, COMMUNITY NUMBER 015000, PANEL NUMBER 0070, SUFFIX M, MAP REVISED DATE APRIL 19, 2019.

CERTIFICATE OF APPROVAL BY THE PLANNING DIRECTOR
THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
PLANNING DIRECTOR

CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C37	25.00'	39.51'	25.04'	S45°09'52"W	35.38'
C38	25.00'	39.23'	24.96'	S44°50'06"E	35.33'
C39	25.00'	39.31'	25.04'	S45°09'52"W	35.38'
C40	25.00'	39.23'	24.96'	S44°50'06"E	35.33'
C41	25.00'	39.27'	25.00'	S44°52'43"E	35.36'
C42	25.00'	39.27'	25.00'	N45°07'17"E	35.36'
C43	25.00'	39.27'	25.00'	N44°52'43"W	35.36'
C44	25.00'	39.27'	25.00'	S45°07'17"W	35.36'
C45	25.00'	39.27'	25.00'	N44°52'43"E	35.36'
C46	25.00'	39.27'	25.00'	S45°07'17"W	35.36'

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (ELECTRIC)
THE UNDERSIGNED, AS AUTHORIZED BY RIVIERA UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY AT&T (TELEPHONE)
THE UNDERSIGNED, AS AUTHORIZED BY CONNEXION TECHNOLOGIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY SEWER SERVICE (SEWER)
THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY SEWER SERVICE HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (WATER)
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (GAS)
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF FAIRHOPE, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.

THE CITY OF FAIRHOPE PLANNING COMMISSION
By: [Signature] SECRETARY DATE: 2/11/2021

CERTIFICATE OF APPROVAL BY THE E-911 ADDRESSING:
THE UNDERSIGNED, AS AUTHORIZED BY E-911 BOARD HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12 DAY OF February 2021.

[Signature]
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER
THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS 12 DAY OF February 2021.

[Signature]
COUNTY ENGINEER

SURVEYOR ENGINEER:
DEWBERRY
25353 FRIENDSHIP RD. DAPHNE, ALABAMA 36526
VICTOR L. GERMAN, PLS LIC. NO. 38473
ANDREW N. BOBE, PE LIC. NO. 30021

DEVELOPER/OWNER:
68V FAIRHOPE FALLS 2020, LLC
29891 WOODROW LANE, STE. 300
SPANISH FORT, AL 36527

SITE DATA
CURRENT ZONING: UNZONED
MINIMUM LOT SIZE: 7,500 SF
LIN. FT. STREETS: 2,785 LF
NUMBER OF LOTS: 33
SMALLEST LOT: 15,000 SF
LARGEST LOT: 17,116 SF
COMMON AREAS: 1.63 AC
TOTAL AREA: 16.19 AC

REQUIRED SETBACKS:
FRONT: 30 FEET
REAR: 30 FEET
SIDE: 10 FEET
SIDE STREET: 20 FEET

WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: BCSS
ELECTRIC SERVICE: RIVIERA UTILITIES
TELEPHONE SERVICE: AT&T

ENGINEER'S CERTIFICATE
I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF ALABAMA HOLDING LICENSE NUMBER 30021, HEREBY CERTIFY THAT I HAVE DESIGNED THE WITHIN IMPROVEMENTS IN CONFORMITY WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPALS OF GOOD ENGINEERING PRACTICE. I FURTHER CERTIFY THAT I HAVE OBSERVED THE CONSTRUCTION OF THE WITHIN IMPROVEMENTS THAT THE SAME CONFORMS TO MY DESIGN, THAT THE WITHIN IS A TRUE AND ACCURATE REPRESENTATION OF IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

[Signature]
PROJECT ENGINEER
DATE: 1-7-2021
FAIRHOPE FALLS, PHASE THREE
PLANS WHICH ARE CERTIFIED CONSIST OF PAGE 1 THRU 19, EACH OF WHICH BEARS MY SEAL AND SIGNATURE.

DEDICATION:
I, THE UNDERSIGNED, OWNER OF 68V FAIRHOPE FALLS 2020, LLC, AN ALABAMA CORPORATION, AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS FAIRHOPE FALLS, PHASE 3, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS AND EASEMENTS, AS SHOWN ON SAID PLAT, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

SIGNED AND SEALED IN THE PRESENCE OF:
NATHAN L. COX [Signature]
DEAN DOLAN [Signature]
WITNESS

ACKNOWLEDGMENT OF DEDICATION:
STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kathryn McAleer Huey, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT THE ABOVE, WHOSE NAME AS APPEARS IN 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 11th DAY OF February 2021.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES Sep. 29, 2021

SURVEYOR'S CERTIFICATE:
STATE OF ALABAMA
COUNTY OF BALDWIN

WE, DEWBERRY, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN BALDWIN COUNTY, ALABAMA, TO-WIT:

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, FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 00 DEGREES 04 MINUTES 16 SECONDS EAST, A DISTANCE OF 264.08 FEET; THENCE RUN SOUTH 00 DEGREES 06 MINUTES 48 SECONDS WEST, A DISTANCE OF 479.02 FEET; THENCE RUN NORTH 89 DEGREES 52 MINUTES 43 SECONDS WEST, A DISTANCE OF 245.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, A DISTANCE OF 670.28 FEET; THENCE RUN NORTH 89 DEGREES 52 MINUTES 43 SECONDS WEST, A DISTANCE OF 369.43 FEET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, A DISTANCE OF 143.50 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 40 SECONDS WEST, A DISTANCE OF 85.59 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 17 SECONDS EAST, A DISTANCE OF 1185.87 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 32 SECONDS EAST, A DISTANCE OF 814.05 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 16.19 ACRES.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

[Signature] 01/07/2021
VICTOR L. GERMAN AL. PLS. NO. 38473
SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

FINAL PLAT
JANUARY 7, 2021 - SHEET 1 OF 1 SHEETS

BOUNDARY SURVEY AND PLAT OF SUBDIVISION

DESIGN	D.E.D.	DRAWN	A.E.F.	CHKD.	M.A.C.
ENG	A.N.B.	SURVEYOR	V.L.G.	PROJ MGR	A.N.B.

SCALE: 1" = 100'
PROJ. NO. 50082843
FILE: 50082843
SHEET 1 OF 1

Dewberry
25353 Friendship Road Daphne, AL 36526
251-990-9950 fax 251-929-9815

FAIRHOPE FALLS PHASE THREE

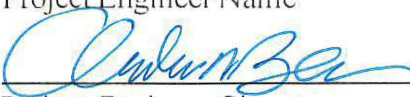
EXHIBIT "D"
CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

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 3 Subdivision

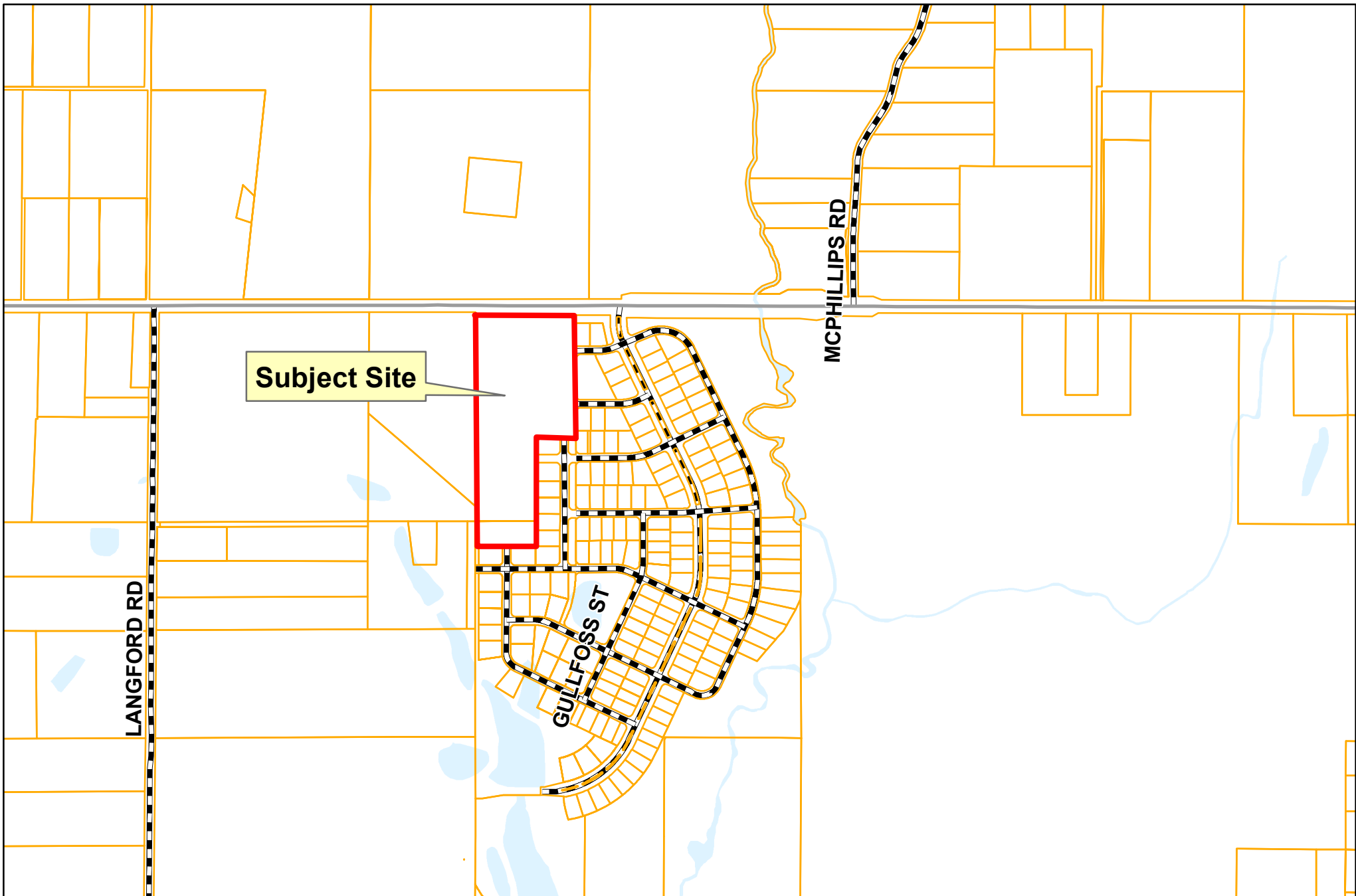
- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
-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

Andrew Bobe, PE
Project Engineer Name

Project Engineer Signature

30021
Registration Number
12-10-2020
Date

68V FAIRHOPE FALLS 2020, LLC.
Subdivider Name

Subdivider Signature

11/30/2020
Date



Subject Site

LANGFORD RD

MCPHILLIPS RD

GULLFOSS ST



S-16045 Fairhope Falls, Phase 3 Vicinity Map





S-16045 Fairhope Falls, Phase 3 Site Map

0 0.065 0.13 0.195 Miles

