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Clear Title

4636 Summerdale Boulevard
Pace, FL 32571 *PAGE 16-11232*

Prepared by
Margaret T. Stopp
MOORE, HILL & WESTMORELAND, P.A.
Maritime Place
350 W. Cedar St., Suite 100
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF SANTA ROSA

PRIVATE ROAD MAINTENANCE AGREEMENT
BUFFALO CREEK DRIVE AND YELLOWSTONE DRIVE

THIS PRIVATE ROAD MAINTENANCE AGREEMENT ("Agreement") is for the maintenance and repair of a private road easements named **Buffalo Creek Drive and Yellowstone Drive** and is entered into by **Buffalo Creek Estates, LLC**, a Florida limited liability company whose address is P.O. Box 189, Jay, FL 32565 ("Buffalo Creek") for the benefit of current and future lot owners (collectively "Lot Owners").

WHEREAS, Buffalo Creek is the owner of certain real property that includes Lots 40, 41, 42, 43, 44, 45, 46, 47, and 48 (collectively the "Lots") as shown on the Description Drawing attached and incorporated as Exhibit "A"; and

WHEREAS, the Lots owned by Buffalo Creek include two 40.00 feet wide Ingress/Egress/Utility Easements known as Buffalo Creek Drive and Yellowstone Drive as shown on and described in Exhibit "B" that is attached and incorporated by reference; and

WHEREAS, Buffalo Creek desires that Buffalo Creek Drive and Yellowstone Drive be maintained in a safe and usable condition by future owners of Lots 40, 41, 42, 43, 44, 45, 46, 47, and 48; and

WHEREAS, it is desired by Buffalo Creek to establish a method for the maintenance and repair of Buffalo Creek Drive and Yellowstone Drive and to apportion the expense of the maintenance and repair among future owners of the Lots; and

WHEREAS, Buffalo Creek intends that this Agreement constitute a covenant running with the land, binding upon each successive owner of Lots 40, 41, 42, 43, 44, 45, 46, 47, and 48 who benefit from Buffalo Creek Drive and Yellowstone Drive.

NOW, THEREFORE, for good and valuable consideration and the promises contained in this Agreement, Buffalo Creek sets forth the terms of the Agreement as follows:

1. The recitals are correct and are incorporated by reference.
2. Future owners of the Lots are benefited by this Agreement.
3. Future owners of the Lots are bound by this Agreement for the benefit of the land and the owners of the Lots.

4. The cost and expense of maintaining Buffalo Creek Drive and Yellowstone Drive must be divided equally among the owners of the Lots. As of September 1, 2016, owners of the Lots other than Buffalo Creek must make the first annual payment of \$250 into a road maintenance account (the "Account"). Annual increases or decreases in the annual payment shall be determined by the owners of the Lots other than Buffalo Creek by a majority vote at a meeting to be first held by July 1, 2017 and annually each July 1 thereafter by written notice including the date, time, and place of the meeting.

5. The repairs and maintenance to be performed under this Agreement are limited to the following, unless the consent to additional work is agreed upon by a majority vote of the owners of the Lots other than Buffalo Creek:

a. Reasonable and normal road improvement and maintenance work to adequately maintain Buffalo Creek Drive and Yellowstone Drive and related drainage structures to permit all-weather access.

b. Reasonable and normal road improvement and maintenance work includes, but is not limited to, filling of holes, repairing cracks, repairing and resurfacing of the roadway, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, and lighting (if any), and other work reasonably necessary or proper to repair and preserve Buffalo Creek Drive and Yellowstone Drive for all-weather road purposes.

6. Any extraordinary repair required to correct damage to Buffalo Creek Drive and Yellowstone Drive that results from action taken or contracted for by owners of the Lots, their guest, invitees, or agents, or successors in interest shall be paid for by the party taking action or the party contracting for the work that caused the necessity for the extraordinary repair. The repair must restore Buffalo Creek Drive and Yellowstone Drive to the condition existing prior to the damage.

7. It is agreed that the owners of the Lots other than Buffalo Creek shall agree in writing by majority vote which of them is the Agent to contract and oversee and do all acts necessary to accomplish the terms of this Agreement and any repairs and maintenance required under this Agreement. The parties further agree that the Agent may at any time be replaced at the direction of a majority of Lot Owners other than Buffalo Creek.

a. Repair and maintenance work on Buffalo Creek Drive and Yellowstone Drive will begin when a majority of the owners of the Lots other than Buffalo Creek agree in writing that the work is needed.

b. The Agent must obtain two or more bids from licensed contractors and award a contract to the lowest bid that is the most responsive to the scope of work.

c. In performing duties as Agent, the Agent, as the need for funds is anticipated, shall notify the owners of the Lots other than Buffalo Creek, and each of them shall within forty-five (45) days, pay the Agent the amount due. The Agent shall maintain the

Account on behalf of the Lot Owners and shall maintain accurate records that must be available for inspection by owners of Lots other than Buffalo Creek upon reasonable request.

8. If any owners of Lots fail to pay the pro rata share of costs and expenses as provided for in this Agreement, then the Agent or any owner of any of the Lots other than Buffalo Creek is entitled, without further notice, to institute legal action for the collection of funds advanced on behalf of the owners of the Lots in accordance with the provisions of Florida law, and shall be entitled to recover in any such action in addition to the funds advanced, maximum interest allowed by law until paid, all costs and expenses of the action, and attorneys' fees.

9. Any liability of the owners of the Lots for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the owners of the Lots for damage to the property, or any worker, or any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between and among the owners of the Lots in the same percentage as they bear the costs and expenses of the repairs and maintenance.

a. Owners of Lots are responsible for their own insurance, if any.

b. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement.

c. The owners of the Lots each agree to indemnify each other from any and all liability for injury to the owners of Lots or damage to the owners of the Lots property when the injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

10. The covenants in this Agreement run with the land and are deemed to be for the benefit of the land of each of the owners of the Lots and each and every person who at any time owns all or any portion of the Lots referred to in this Agreement. The covenants are binding on the heirs, executors, administrators, successors, and assigns of each of the owners of the Lots.

11. The Agreement must be recorded in the public records of Santa Rosa County, Florida.

12. The terms of the Agreement may be amended in writing upon majority approval of the owners of the Lots.

13. The Agreement is governed by the laws of the State of Florida. In the event that any provisions of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, enforceability or the remaining provisions will not be affected. The prevailing party in any action to enforce this Agreement is entitled to attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have signed this Agreement on the 10th day of August, 2016.

WITNESSES:

Pennye Putman
Print Pennye Putman

Amy Sobleskie
Print Amy Sobleskie

Buffalo Creek Estates, LLC

Michael D. Scott
By Michael D. Scott
Its Manager

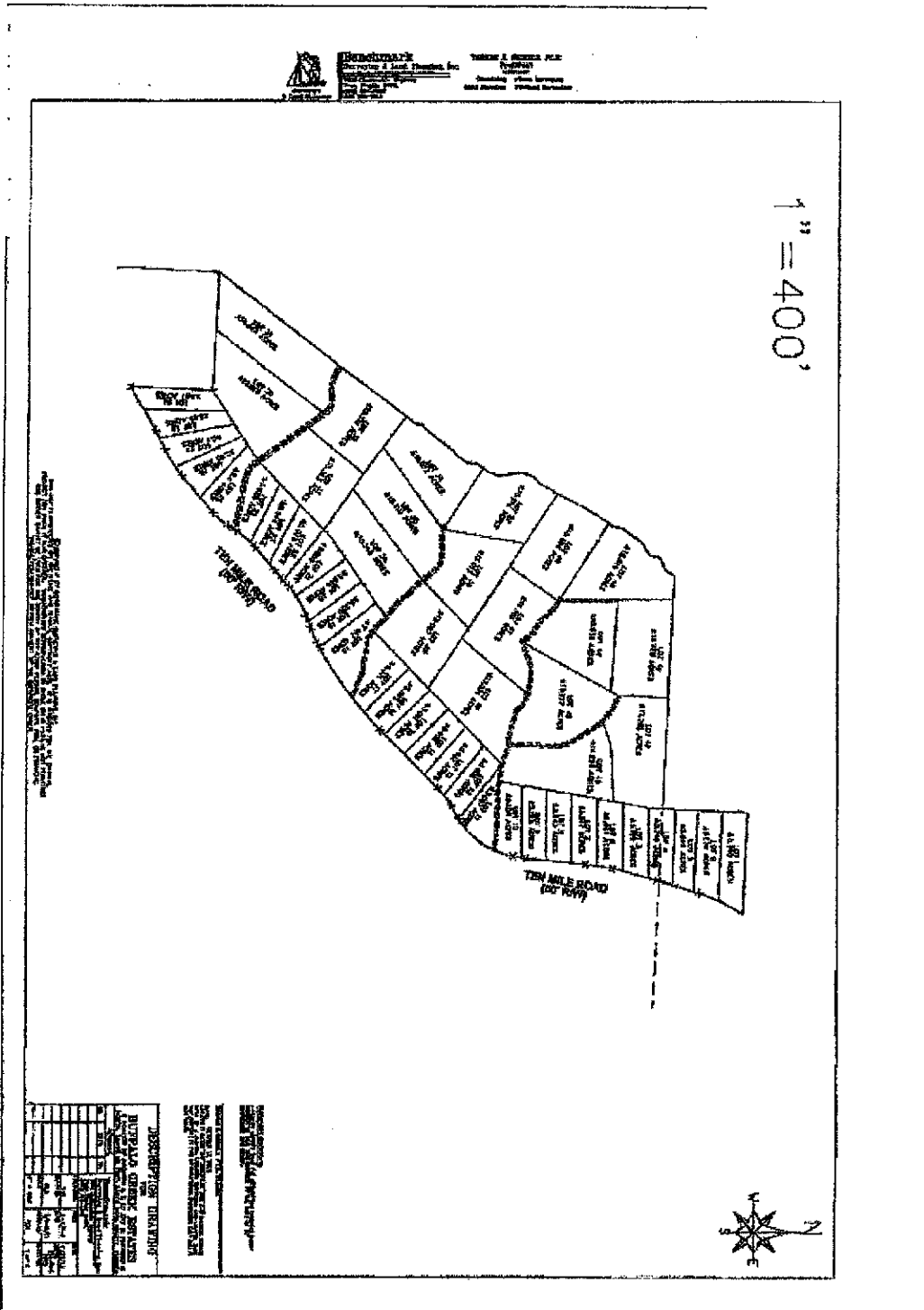
STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 10th day of August, 2016 by Michael D. Scott as Manager of Buffalo Creek Estates, LLC, who is personally known to me or who produced _____ as identification.



Pennye Putman
Notary Public
My commission expires _____

Exhibit "A"





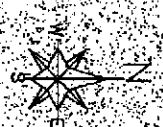
Benchmark

Surveying & Land Planning, Inc.

1000 Commercial Highway
P.O. Box 1000
St. Louis, MO 63103

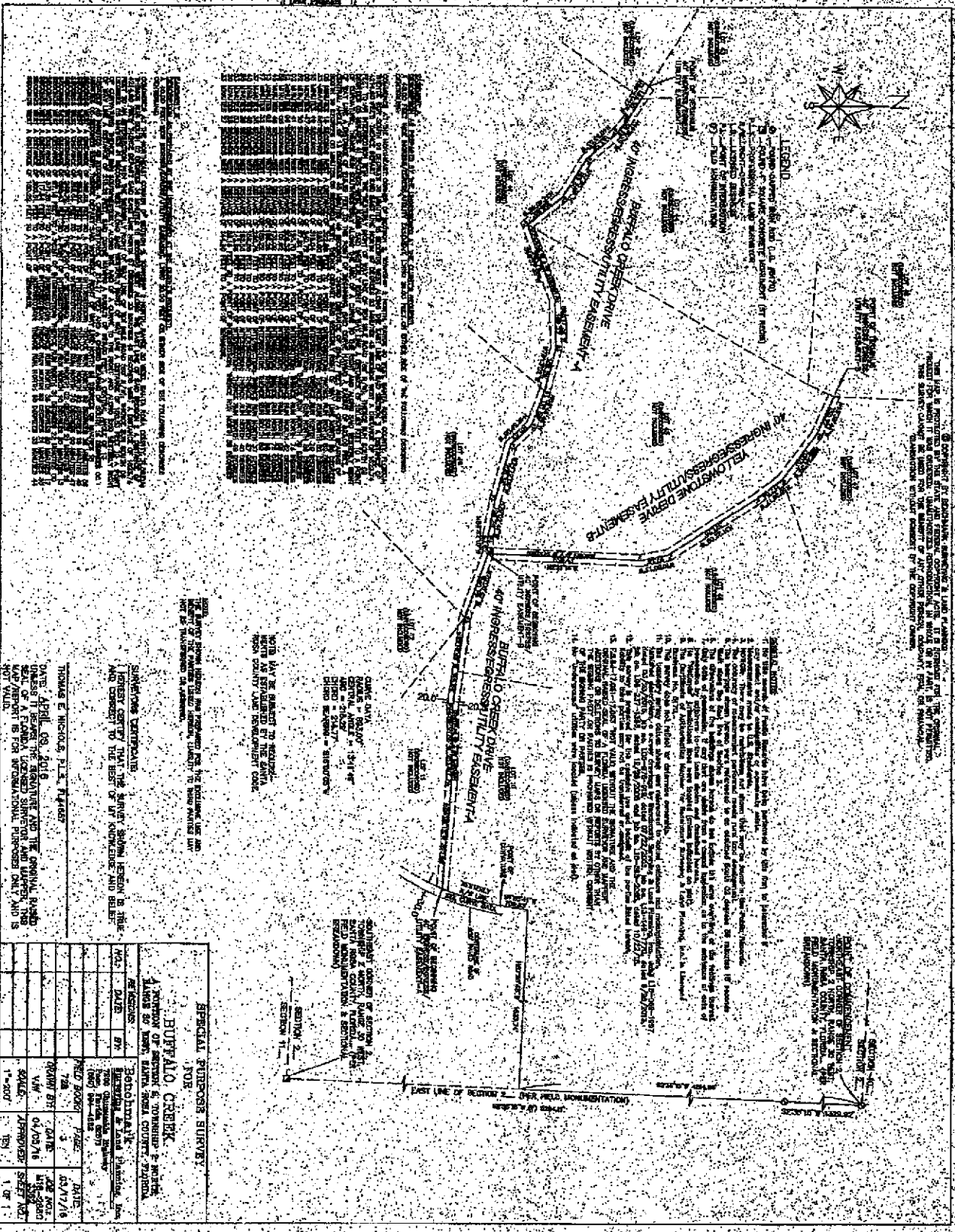
THOMAS E. KENNEDY, P.L.S.
President

Consulting - Land Surveying
Land Developer - Railroad Surveying



LEGEND

- 1. Survey boundary line (solid line)
- 2. Survey boundary line (dashed line)
- 3. Survey boundary line (dotted line)
- 4. Survey boundary line (dash-dot line)
- 5. Survey boundary line (long-dash line)
- 6. Survey boundary line (short-dash line)
- 7. Survey boundary line (dash-dot-dot line)
- 8. Survey boundary line (dash-dot-dot-dot line)
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- 20. Survey boundary line (dash-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)



THOMAS E. KENNEDY, P.L.S., F.L.A.S.
DATE: APRIL 09, 2010
SHEET NO. 1 OF 1
SHEET TOTAL: 1 OF 1
SHEET NO. 1 OF 1
SHEET TOTAL: 1 OF 1

SPECIAL PURPOSE SURVEY			
FOR			
BUFFALO CREEK			
A PORTION OF SECTION 5, TOWNSHIP 2 NORTH,			
RANGE 30 WEST, BARRY, MISSOURI COUNTY, MISSOURI			
NO.	DATE	BY	REVISION
1	04/09/10	TEK	INITIAL
2	04/09/10	TEK	REVISION
3	04/09/10	TEK	REVISION
4	04/09/10	TEK	REVISION
5	04/09/10	TEK	REVISION
6	04/09/10	TEK	REVISION
7	04/09/10	TEK	REVISION
8	04/09/10	TEK	REVISION
9	04/09/10	TEK	REVISION
10	04/09/10	TEK	REVISION
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12	04/09/10	TEK	REVISION
13	04/09/10	TEK	REVISION
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17	04/09/10	TEK	REVISION
18	04/09/10	TEK	REVISION
19	04/09/10	TEK	REVISION
20	04/09/10	TEK	REVISION

EASEMENT A - BUFFALO CREEK DRIVE**DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT THE CLIENT'S REQUEST:**

A 40.00 FEET WIDE INGRESS/EGRESS/UTILITY EASEMENT, LYING 20.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 30 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 36 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 4214.90 FEET; THENCE DEPART SAID EAST LINE NORTH 87 DEGREES 23 MINUTES 45 SECONDS WEST A DISTANCE OF 1623.74 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TEN MILE ROAD (60' R/W); THENCE RUN SOUTH 09 DEGREES 05 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 100.83 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 215.29 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 893.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 48 MINUTES 49 SECONDS, A CHORD DISTANCE OF 214.77 FEET AND A CHORD BEARING OF SOUTH 16 DEGREES 00 MINUTES 05 SECONDS WEST; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE NORTH 85 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 392.98 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 89 DEGREES 35 MINUTES 56 SECONDS WEST A DISTANCE OF 253.00 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 82 DEGREES 16 MINUTES 49 SECONDS WEST A DISTANCE OF 315.04 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 70 DEGREES 00 MINUTES 47 SECONDS WEST A DISTANCE OF 240.72 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST A DISTANCE OF 57.82 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 79 DEGREES 02 MINUTES 41 SECONDS WEST A DISTANCE OF 125.70 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 74 DEGREES 12 MINUTES 06 SECONDS WEST A DISTANCE OF 206.33 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 42 DEGREES 59 MINUTES 05 SECONDS WEST A DISTANCE OF 101.62 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 68 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 131.09 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 75 DEGREES 13 MINUTES 02 SECONDS WEST A DISTANCE OF 158.28 FEET TO A POINT OF INTERSECTION; THENCE RUN SOUTH 88 DEGREES 17 MINUTES 32 SECONDS WEST A DISTANCE OF 169.22 FEET TO A POINT OF INTERSECTION; THENCE RUN SOUTH 69 DEGREES 37 MINUTES 35 SECONDS WEST A DISTANCE OF 280.76 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 37 DEGREES 40 MINUTES 48 SECONDS WEST A DISTANCE OF 156.85 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 57 DEGREES 55 MINUTES 38 SECONDS WEST A DISTANCE OF 162.50 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 40 DEGREES 53 MINUTES 53 SECONDS WEST A DISTANCE OF 143.58 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 49 DEGREES 20 MINUTES 28 SECONDS WEST A DISTANCE OF 56.16 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 56 DEGREES 33 MINUTES 27 SECONDS WEST A DISTANCE OF 144.30 FEET TO A POINT OF TERMINUS.