



CERTIFICATION FOR PRIVATE ROAD STABILITY AND ACCESS

This Road Maintenance and Repair Agreement ("AGREEMENT") is entered into this ____ day of _____, _____, by and amongst the undersigned parcel owner(s) ("PARTICIPATING OWNER(S)").

RECITALS

A. _____ is a private road, non-County maintained road, or non-County maintained public right-of-way situated within Osceola County.

WHEREAS, _____, the owner(s) of property hereafter described as:

B. The undersigned Participating Owners are the owners, or those who legal access of the Roadway Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I the parties hereby agree as follows:

Road Maintenance and Road Improvements

Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the access, ingress, egress and passage by the Participating Owner(s) and by emergency vehicles. Access for emergency services vehicles is defined as a stabilized roadway that will accommodate vehicles weighing in excess of 64,000 pounds with a height clearance of 13.5 feet.

Effective Term

This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadway Property remains private or until such time as the County has accepted the Roadway for maintenance.

Binding Agreement

This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

Enforcement

This Agreement may be enforced by the Osceola County Board of County Commissioners.

Other Agreements

Participating Owners and their agents shall hold harmless and indemnify Osceola County, its officials, employees, consultants and agents for any failure by the County to perform its obligations identified herein, and nothing in this Agreement shall be construed as imposing any obligation upon the County to perform maintenance or improvements to the Roadway Property or to enforce this Agreement.

The property owner(s) will be notified of any observed improvements, maintenance or repairs needed to their portion of _____. If the improvements, maintenance or repairs are not made within 2 months from notification (or within a time frame otherwise agreed to by the County), the County may make the improvements and bill the work to the property owner(s). The cost will include both the County's expenses for staff time and the contractor's expenses for the actual road improvements. The costs must be fully paid within 2 months from the date of the invoice (or within a time frame otherwise agreed to by the County). If the costs are not paid by this time, the County will certify the costs (including both the construction and administrative cost) to the County tax roll, for the property owner(s) on the affected portion of _____. A lien will then be placed on the subject property for the outstanding costs.

Recording This Document

Original and amended copies of this document, including added signatures, shall be recorded and provided to the Osceola County Clerk of the Court.

The parties hereto have executed this Agreement effective as of the date written above.
PARTICIPATING OWNERS: *[All Owners of Property must sign and all signatures must be notarize]*

[name of Participating Owner]

[name of Participating Owner]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No.
Commission Expires: _____