

EASEMENT AND MAINTENANCE AGREEMENT

The Parties to this agreement are **Bay Point Improvement Association, Inc.**, 4000 Marriott Drive, Suite C, Bay Point, FL 32408, a Florida not for profit corporation, also known and doing business as “Bay Point Community Association”, a duly and properly registered fictitious name, (referred to herein as “BPCA” and/or “BPIA”, and/or by proper name), and Bay Point Studio Villas II Association, Inc., also known and doing business as Legend Villas, 4725 Bay Point Road, Panama City Beach, FL 32408, a Florida not for profit corporation (referred to herein as “Legend Villas”, a registered fictitious name, and/or by proper name).

WHEREAS, Bay Point Studio Villas II Association, Inc. is the condominium association for Bay Point Studio Villas II, a condominium, according to the Declaration of Condominium recorded at Official Records Book 467, Page 27, *et seq.* of the Official Records of Bay County, Florida; and

WHEREAS, pursuant to the provisions of the Declaration of Condominium for Legend Villas, each unit owner of Legend Villas is also a member of Bay Point Improvement Association, Inc.; and

WHEREAS, BPIA has previously expended funds on commercial space to operate a Contract Postal Unit under an agreement with the Postal Service™; and

WHEREAS, BPIA Articles of Incorporation, Article II states, “*The purposes of the corporation are and shall be to maintain common properties within Bay Point, being areas developed by The Grand Lagoon Company in Township 4 South, Range 15 West, Bay County, Florida, which common properties or areas include without limitation, storm drainage facilities, streets, canals, bulkheads, bridges and culverts, and street lighting; to provide police and security protection from theft, disorder, vandalism and similar threats of loss, damage and disturbance; to promote and protect the peace, quiet, happiness and standards of living of persons residing in Bay Point; to promote and protect values of real estate situate in the aforesaid area; to foster and advance civic interest among its members; to enforce restrictive covenants; to represent the residents of Bay Point. in matters of common interest which require organizational representation; to sponsor improvement projects in the Bay Point subdivision or subdivisions; to cope with community problems, such as school transportation, drainage problems and beautification; to provide and maintain such services, facilities and improvements as are deemed necessary by the members through their directors; to provide and promote recreational facilities for the enjoyment of members; to prescribe rules and regulations and to provide for the*

Bay Point Improvement Association, Inc.

And

Bay Point Studio Villas II Association, Inc.
Easement and Maintenance Agreement

enforcement thereof for the use and enjoyment of all of the association members and to preserve and enhance the natural beauty of the area.”; and

WHEREAS, BPIA has a fiduciary relationship with its members and a fiduciary responsibility to act in the members best fiscal interests; and

WHEREAS, BPIA has determined that spending 10% of the annual budget, increasing annually, is not in the best interest of the corporation or its members; and

WHEREAS, BPIA has determined that it is in the best interest of the corporation and its members to transition to the use of Cluster Box Units (CBU) to provide continued onsite delivery of mail to its members serviced directly by the Postal Service™; and

WHEREAS, the Board of Directors for Legend Villas has authority to enter, pursuant to its Declaration of Condominium, and pursuant to Section 718.111(10), Florida Statutes to allow Legend Villas to grant easements, without the joinder of any unit owner, to grant, modify, or move an easement if the easement constitutes part of or crosses the common elements or association property; and

WHEREAS, each described Easement Area crosses part of the common elements of the Legend Villas Condominium Property; and

WHEREAS, the Parties agree that it is in their mutual best interests for the CBU installation location, Exhibit A hereto, and its subsequent ownership and maintenance to be that of a limited common element of the condominium association; and

WHEREAS, said condominium association will provide BPCA, its agents, assigns, and contractors an Easement on over and into its common areas allowing for said CBU installation serving the members of said condominium to be completed at the depicted location in Exhibit A hereto at the expense of BPCA; and

WHEREAS, upon said CBUs being accepted and keyed by the Postal Service™; said CBUs become part of the common elements and common expenses of said condominium association.

NOW, THEREFORE, it is agreed:

1. The Parties mutually acknowledge and agree that the foregoing recitals are true and correct and that each such recital is incorporated herein as part of this Agreement.
2. Legend Villas hereby grants to BPCA a non-perpetual nonexclusive easement for the installation Cluster Box Units and related infrastructure

Bay Point Improvement Association, Inc.

And

Bay Point Studio Villas II Association, Inc.
Easement and Maintenance Agreement

- including, but not limited, acceptable concrete pad, CBU components, and mounting hardware which are the responsibility of BPCA until accepted by the Postal ServiceTM.
3. BPCA hereby agrees to provide at its expense and the scope of which will be in its discretion and to the acceptance of the Postal ServiceTM and in compliance with all applicable regulatory requirements the installation of Cluster Box Units and related infrastructure including, but not limited to, acceptable concrete pad, CBU components, and mounting hardware which are the responsibility of BPCA until accepted by the Postal ServiceTM.
 4. Legend Villas shall be responsible for obtaining and maintaining premises liability insurance coverage for its respective Condominium Property to include the Legend Villas Easement Area and shall cause BPIA to be properly designated as a named additional insured on each such insurance policy and shall each provide documentary proof to BPIA of the existence of such insurance policy and such designation prior to the commencement of the installation process through CBU acceptance by the Postal ServiceTM.
 5. Each of the Parties indemnifies and holds the other harmless from any and all liability for injury to itself, its contractors, agents, or assigns or for damage to its property when the injury or damage results from, arises out of, or is attributable to the installation Cluster Box Units and related infrastructure including, but not limited to acceptable concrete pad, CBU components, and mounting hardware pursuant to this Agreement.
 6. This Agreement shall be interpreted, construed, and enforced pursuant to the laws of the State of Florida. Any litigation arising from and/or related to this Agreement shall be solely in the appropriate court of jurisdiction in Bay County, Florida. The prevailing Party in any litigation arising from and/or related to this Agreement shall be awarded its attorney fees and costs against the non-prevailing Party or Parties.
 7. This Agreement shall become effective on the date last signed by the Parties hereto.
 8. This Agreement may be recorded in the public records of Bay County,

Bay Point Improvement Association, Inc.

And

Bay Point Studio Villas II Association, Inc.
Easement and Maintenance Agreement

Florida.

Executed the dates indicated by:

BAY POINT IMPROVEMENT ASSOCIATION, INC.
AND D/B/A BAY POINT COMMUNITY ASSOCIATION

By: _____
Jim Penny
Association President

Witnesses:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2025, by Jim Penny, as President and on behalf of Bay Point Improvement Association, Inc. and D/B/A Bay Point Community Association, who is ☐ personally known to me or ☐ produced the following identification _____.

NOTARY PUBLIC
My Commission Expires:

BAY POINT GOLF VILLAS III ASSOCIATION, INC.
AND D/B/A LEGEND VILLAS

By: _____
Graham Clarke
Association President

Witnesses:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me, **by means**
of ☐ **physical presence** **or** ☐ **online notarization**, this ____ day of
_____, 2025, by _____, as President and
on behalf of Bay Point Studio Villas II Association, Inc., who is ☐ personally known
to me or ☐ produced the following identification _____.

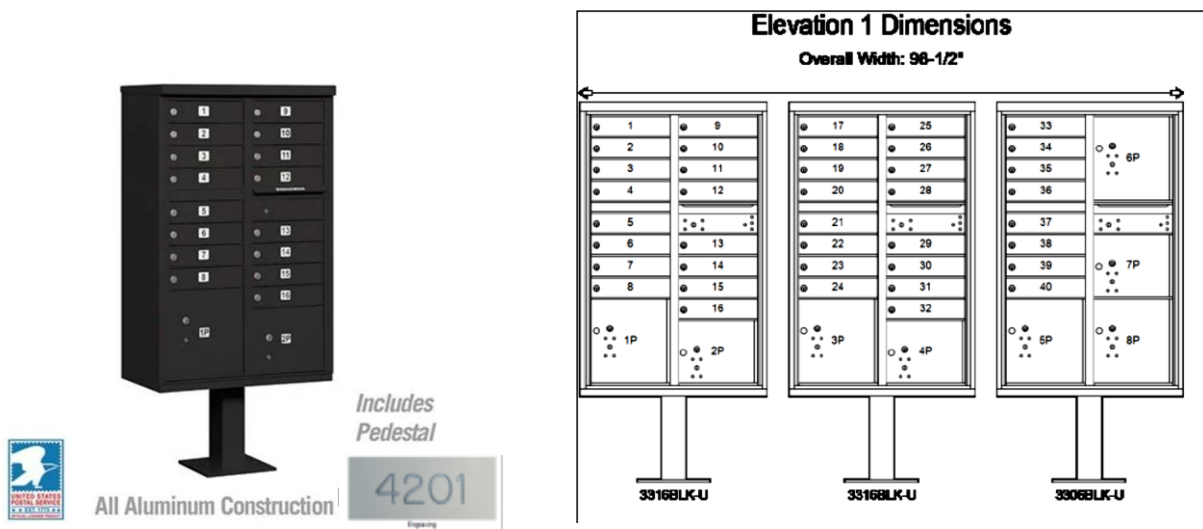
NOTARY PUBLIC
My Commission Expires:

Exhibit A

Condominium Association's approved CBU location



Units are to be centered between the sidewalks leading to building two .



Bay Point Improvement Association, Inc.
 And
 Bay Point Studio Villas II Association, Inc.
 Easement and Maintenance Agreement
 Page 6 of 6