

MAINTENANCE AGREEMENT
(Cashier's Check)

KNOW ALL MEN BY THESE PRESENTS:

Project/Location: _____.

Developer: _____.

Individual: _____.

Address: _____ . **Phone Number:** _____.

WHEREAS, pursuant to Section 65.563(D) of the Orlando City Code, _____ is submitting the attached cashier's check in the amount of \$ _____.

WHEREAS, the DEVELOPER understands that this check will be deposited in an escrow account maintained by the City. DEVELOPER is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from _____, 20___. If after the two (2) years the DEVELOPER has maintained the required improvements, the funds can be returned to the developer.

WHEREAS, DEVELOPER has constructed certain improvements, including but not limited to, streets, curbs, storm drains, sewer system and other appurtenances in that certain development described as; and

WHEREAS, pursuant to §65.553 of the City of Orlando Code, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, and filed with the CITY Engineer; and

NOW, THEREFORE, the condition of this obligation is such that if DEVELOPER shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from _____, 20__, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The CITY Engineer shall notify the DEVELOPER in writing of (1) any defect for which the DEVELOPER is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which DEVELOPER shall have to correct said defect or properly maintain said item.

The DEVELOPER unconditionally covenants and agrees that if the DEVELOPER fails to perform within the time specified, the DEVELOPER, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default will forthwith correct such defect or defects, perform the required maintenance. Should the DEVELOPER fail or refuse to correct said defects and perform the required maintenance, the CITY, in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the said development, shall have the right to use the funds deposited in escrow to correct said defects and perform the required maintenance, to which the DEVELOPER unconditionally agrees.

The DEVELOPER agrees that the CITY, at its option, shall have the right to correct

said defects using DEVELOPER'S funds held in escrow.

IN WITNESS WHEREOF, the DEVELOPER has executed these presents this ____ day of _____, 20__.

Developer

(Corporate Seal)

By: _____

Print: _____

Its: _____

ATTEST:
(If a Corporation)

By: _____

Its: _____

Witnesses:

(1) _____

Print Name: _____

(2) _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

Notary Public: _____

My Commission Expires: _____