

ESCROW AGREEMENT AND MAINTENANCE BOND (w/o Escrow Agent)

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter referred to as "Principal", is held and firmly bound to the City of Altamonte Springs, Florida, hereinafter known as the "City", in the full and just sum of \$ _____, lawful money of the United States of America, heretofore paid to the City, and agrees to be bound by the terms of this instrument.

WHEREAS, principal has constructed certain improvements, including _____

(list of bonded improvements)

and other appurtenances in that certain development known as:

_____, and
(name of subdivision or development)

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20____,:

NOW THEREFORE, Principal is obligated to protect the City against any defects resulting from faulty materials or workmanship of the aforesaid improvements and to 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.

1. The City Engineer shall notify the Principal in writing of any defect for which Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect. The principal shall be responsible for the full cost of any corrective action notwithstanding the amount of the escrowed funds as provided above. Principal's obligation is to correct the defects and pay the costs thereof including, without limitation, engineering, legal and contingent costs.

2. The Principal unconditionally covenants and agrees that if it fails to perform, within the time specified, the City, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal, both at law in equity, including specifically, specific performance.

Escrow Agreement and Maintenance Bond - cont.

3. The City hereby acknowledges receipt from Principal of the sum of _____ (10%). If the City determines that the Principal is in default in its maintenance of its obligations under the plans, and after time to cure such defect has passed, the City may retain the sum set out by the City Engineer or the cost to correct such defect and interest so as to permit the City to perform and complete the aforesaid correction work to correct said defect consistent with the plans and pay the cost thereof, including but not limited to engineering, legal, and contingent costs.

4. The Principal agrees that the City, at its option, shall have the right to correct said defect, if the Principal fails or refuses to do so. In the event the City exercises and gives effort to such right, the Principal shall be liable hereunder to reimburse the City the total cost thereof, including, but not limited to engineering, legal, and contingent costs, together with any damages that may be sustained on account of the failure of the Principal to carry out and execute all the provisions of the aforesaid correction work to correct said defect consistent with the plans, which sum may exceed the aforesaid _____.

5. Upon expiration of the aforesaid two (2) year period, _____, if the principle shall have fully protected the City as herein provided then the City shall refund the aforesaid deposit without interest less any portion thereof expended in accordance herewith.

Escrow Agreement and Maintenance Bond - cont.

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

"PRINCIPAL"

Witnesses:

Print Name

Print Name

By: _____

Name: _____

Title: _____

Witnesses:

Print Name

Print Name

By: _____

Mark DeBord
Director of Finance

"CITY"