

ESCROW AGREEMENT AND MAINTENANCE BOND (w/ 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 Fowler, Barice, Feeney & O'Quinn, P.A., hereinafter known as the "Escrow Agent", 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.

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3. The Escrow Agent hereby acknowledges receipt from Principal of the sum of _____. The Escrow Agent shall, if advised by the City that the Principal is in default in its maintenance of its obligations under the plans, and after time to cure such defect has passed, pay over to the City 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. The Escrow Agent shall have no duty to determine the performance or non-performance of any term or conditions of any agreement between the City and the Principal, and its duties and responsibilities are limited to those specifically set forth in this agreement.

6. The Escrow Agent shall deposit the aforesaid _____ in an interest bearing account in a federally insured bank or savings and loan, and the interest earned on the deposit shall accrue to the benefit of Principal, unless Principal defaults in its performance under the Plans and after notice fails to cure such default. The Escrow Agent shall not be liable for any act done in accordance with those instructions set forth herein, or for any other act incidental thereto undertaken by it in good faith. Escrow Agent shall be compensated for its services as Escrow Agent and is hereby authorized to deduct said compensation from the escrowed funds upon termination of the escrow or annually if appropriate. In the event of a dispute between the City and the Principal arising out of the interpretation of this instrument, or as a result of an alleged default by on party of its obligation to the other under this agreement Escrow Agent may interplead the escrowed funds, less his costs and fees, into the Circuit Court for Seminole County, Florida.

7. Should the Escrow Agent be made a party to any litigation in connection with this Agreement, except for litigation arising out of Escrow Agent's gross negligence, willful breach of its obligations hereunder, or the gross conversion of funds actually received by Escrow Agent, the Principal shall hold the Escrow Agent harmless and indemnify it from any liability it may have for the payment of money damages of any kind, attorneys' fees incurred by it in defending such litigation, and such costs and expenses as it may have reasonably incurred in conjunction therewith.

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8. The parties hereto agree and acknowledge that the law firm of Fowler, Barice, Feeney & O'Quinn, P.A. are attorneys for the City of Altamonte Springs and shall not be restricted from representing the City of Altamonte Springs in this or any other matter whatsoever or in any subsequent litigation arising under the terms of this Agreement due to the services provided by said firm as Escrow Agent hereunder and any arguable conflict of interest which might arise therefrom.

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

"PRINCIPAL"

Witnesses:

Print Name

Print Name

By: _____

Name: _____

Title: _____

Tax I.D. No. _____

"ESCROW AGENT"

Witnesses:

Print Name

Print Name

By: _____

James A. Fowler
Fowler, Barice, Feeney & O'Quinn, P.A.
City Attorney of Altamonte Springs