

PERFORMANCE AGREEMENT

(Certificate of Deposit)

KNOW ALL MEN BY THESE PRESENTS:

Project/Location: _____.

Developer: _____.

Individual: _____.

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

WHEREAS, pursuant to Section 65.561 of the Orlando City Code, _____ is submitting the attached certificate of deposit in the amount of \$ _____.

WHEREAS, the DEVELOPER understands that this check will be deposited in an escrow account maintained by the City. The DEVELOPER, as a condition precedent to the approval by the CITY of a certain development known as _____, has agreed with the CITY to construct roads, streets and alleys, drainage facilities, sidewalks, sewer systems, _____ and other improvements (delete inapplicable improvements) based upon development plans and specifications pertaining to said development, said development plans and specifications being dated the ____ day of _____, 20 __, and being on file with the CITY Engineer; and

WHEREAS, pursuant to Section 65.561 of the City of Orlando Code, it is a condition of the approval of said development that this performance agreement be executed; and

NOW, THEREFORE, the conditions of these obligations are such that if the DEVELOPER shall construct the aforesaid improvements in accordance with the development plans and specifications dated the ____ day of _____, 20 __, within the time therein specified and shall in every respect fulfill its obligations under the development plans and specifications, and shall indemnify and save harmless the CITY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the CITY may sustain on account of the failure of the DEVELOPER to perform in accordance with the development's plans and specifications within the time therein specified, then this obligation shall be void; otherwise it shall be and remain In full force and effect.

The DEVELOPER unconditionally covenants and agrees that if the DEVELOPER fails to perform all or any part of the obligations required by the development's plans or specifications above referred to, 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 perform and complete the aforesaid obligations and pay the costs thereof, including, but not limited to, the CITY's engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs. Should the DEVELOPER fail or refuse to perform and complete the said improvements, the CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the DEVELOPER, both at law and in equity, including specifically, specific performance, to which the DEVELOPER unconditionally agree.

The DEVELOPER agrees that the CITY at it option, shall have the right to construct,

or cause to be constructed, the aforesaid improvements in case the DEVELOPER should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the DEVELOPER is liable hereunder to reimburse the CITY the total cost thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the DEVELOPER to carry out and execute all of its obligations.

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: _____