



INSTR 20080017082
 OR BK 09559 PG 3697 PGS=5
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 01/09/2008 11:40:43 AM
 REC FEE 44.00

This instrument prepared by and
 after recording return to:

Jeffrey P. Wieland, Esquire
 Akerman Senterfitt
 420 South Orange Avenue
 Suite 1200
 Orlando, Florida 32801



-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

ASSIGNMENT OF DEVELOPER'S RIGHTS
AND AMENDMENT OF MAINTENANCE AGREEMENT

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS AND AMENDMENT OF MAINTENANCE AGREEMENT, effective as of the 20th day of December, 2007, is entered into by and between **METROWEST MASTER ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 1701 Park Center Drive, Orlando, FL 32835 ("Assignor"), and **VERANDA PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 1701 Park Center Drive, Orlando, FL 32835 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Developer pursuant to that certain Maintenance Agreement recorded in Official Records Book 8101, Page 2137 of the Public Records of Orange County, Florida (the "Agreement").

WHEREAS, in order to correct an error in the Agreement Assignor wishes to assign its Developer's rights and obligations under the Agreement to Assignee, and Assignee is willing to take assignment of said Developer's rights and obligations.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee its rights, powers, duties and obligations as Developer under the Agreement.
2. Acceptance and Assumption by Assignee. Assignee accepts the foregoing transfer and assignment, and assumes liability for the performance of all of the duties and obligations of the Developer under the Agreement.
3. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from the acts or omissions of Assignor with respect to its rights

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By Council Meeting: 12-17-07
 Item J-9 Documentary: 01/21/08

and duties as Developer under the Agreement prior to the date of this assignment. Assignee agrees to indemnify and hold Assignor harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from the acts or omissions of Assignee with respect to its rights and duties as Developer under the Agreement from and after the date of this assignment.

4. Execution of Additional Documents. Assignor and Assignee agree to promptly execute other documents reasonably necessary to effectuate the transaction contemplated by this assignment and/or that are required by the City of Orlando, Florida, or any other governmental authority or agency to effectuate and secure the assignment set forth herein.

5. Notices. Section 6 of the Agreement is revised to reflect the following information for the Developer:

Developer: Veranda Park Property Owners Association, Inc.
1701 Park Center Drive
Orlando, FL 32835
Attention: Ken Simback, Vice President
Telephone: (407)822-0585
Telecopy: (407)352-3790

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Developer's Rights and Amendment of Maintenance Agreement to be executed as of the date first set forth above.

ASSIGNOR:

Signed, sealed and delivered
in the presence of:

Metrowest Master Association, Inc.,
a Florida non-profit corporation


Name: Donna A. Kesteron

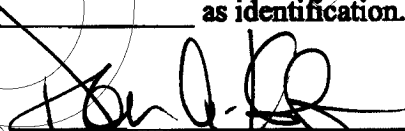
By: 
Ken Simback, President

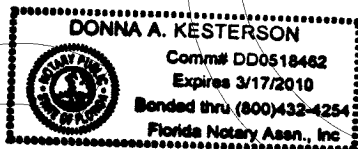

Name: Dabbin Gordwin

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4 day of January, 2008, by Ken Simback, as President of Metrowest Master Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Stamp


Notary Public, State of Florida



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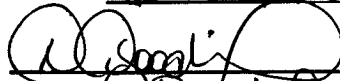
ASSIGNEE:

Signed, sealed and delivered
in the presence of:

Veranda Park Commercial Property Owners
Association, Inc.,
a Florida non-profit corporation


Name: Donna A. Kesterson

By: 
Ken Simback, Vice President

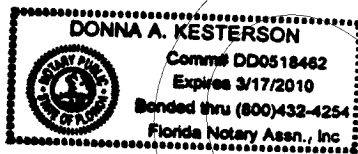

Name: Debbie Gordin

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4 day of
January, 2008, by Ken Simback, as Vice President of Veranda Park Commercial Property
Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who
 is personally known to me or [] has produced _____
as identification.

Notary Stamp


Notary Public, State of Florida



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CONSENT

The City of Orlando, a municipality duly enacted under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, Attention: City Engineer, hereby consents to the foregoing Assignment of Developer's Rights and Amendment of Maintenance Agreement this 20 day of December, 2007.

City of Orlando, Florida,
a municipal corporation, organized and
existing under the laws of the State of
Florida

By: Daisy W. Lynum
Mayor / Mayor Pro Tem

ATTEST:

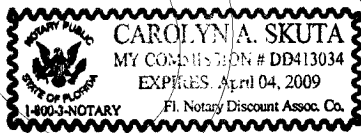
Alicia C. Brenner
Alicia C. Brenner, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of December, 2007, by Daisy Lynum, as Mayor / Mayor Pro Tem, of City of Orlando, Florida, a municipal corporation, organized and existing under the laws of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

Notary Stamp

Carolyn A. Skuta
Notary Public, State of Florida



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