

Florida
 Rec Fee \$ 17.00
 Doc Tax \$ _____
 Int Tax \$ _____
 Total \$ 17.00

THOMAS H. LOCKER,
 Orange County
 Comptroller
 By: [Signature]
 Deputy Clerk

APPROVED BY THE BOARD OF COUNTY
 COMMISSIONERS AT THEIR MEETING
 NOV 04 1985
 MJG
 10/21/85

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of this 22 day of October, 1985, by and among the CITY OF ORLANDO, a municipal corporation, existing under the laws of the State of Florida (hereinafter referred to as the "CITY"); ORANGE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and DEBRA, INC., a Florida corporation (hereinafter referred to as "DEBRA").

RECITALS 2529324 ORANGE CO. FL.
 09:59:00AM 05/29/86

A. DEBRA owns a tract of real property west of Kirkman Road within the city limits of the City of Orlando, hereinafter referred to as the "Property". The Property is the subject of a Developer's Agreement dated February 28, 1983, between the CITY and DEBRA and of a Development Order issued by the CITY dated February 28, 1983.

DR3791 PG0315

B. DEBRA intends to develop the Property into a multi-use development including commercial office space, residential dwellings, golf course and other amenities (the "Project").

C. As part of development of the Project, DEBRA will dedicate a right-of-way for the realignment of Hiwassee Road and design and construct thereon a four lane highway to specifications approved by the COUNTY and the CITY.

D. Hiwassee Road is a County Road and will remain as such.

E. DEBRA will also dedicate rights-of-way and construct other roads and streets within the Project.

F. DEBRA will construct and maintain, at its expense, a tunnel under Hiwassee Road and two (2) tunnels under Westpointe Boulevard to allow golf carts and golfing traffic to cross such roads at other than grade level.

G. DEBRA desires to maintain all nonpaved portions of the right-of-way areas, all tunnels and all retention/detention ponds.

H. Nothing herein shall be construed to prohibit the CITY or the COUNTY from maintaining the roads and rights-of-ways within their respective jurisdiction.

I. The parties hereto desire to put their agreements in writing.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the covenants and mutual agreements herein contained, hereby agree as follows:

1. Recitals. The recitals as set forth above are acknowledged and agreed to by the parties.

2. Hiwassee Road Nonpaved Right-of-Way. The nonpaved portions of the Hiwassee Road right-of-way may be improved by DEBRA after review and approval by COUNTY and CITY (to the extent, if any, such improvements affect right of way within the jurisdiction of the CITY) of any proposed plans and specifications, which approval will not be unreasonably withheld by the COUNTY. DEBRA shall maintain all such improvements and the non-paved portion of the right-of-way in such a manner that at least complies with the minimum standards of the CITY and COUNTY. Such improvements may include without limitation benches, shelters, grass, irrigation system, shrubbery, trees and retention/detention ponds (the "improvements"). Nothing herein shall

Return to:
 GRACE A. CHEWNING, CITY CLERK
 400 SOUTH ORANGE AVENUE
 ORLANDO, FLORIDA 32801

COUNCIL DATE 10-28-85
 MB 67 Pg 129 Item 9-B-14
 DOCUMENTARY # 17580-1

Exhibit 1

prevent DEBRA from providing maintenance that exceeds the minimum standards of the CITY and COUNTY.

3. Other Nonpaved Right-of-Way. The nonpaved portion of any other right-of-way within the Project and any easements and retention/detention ponds with the Project may be improved by DEBRA after review and approval by the agency having jurisdiction over the improvements involved. DEBRA shall maintain the improvements in a manner that at least complies with the minimum standards of the CITY and COUNTY. Nothing herein shall prevent DEBRA from providing maintenance that exceeds the minimum standards of the CITY and COUNTY.

OR3791 PG0316

4. DEBRA, or its successors or assigns, shall pay, defend and save the CITY and COUNTY harmless from and against all liability of any nature whatsoever, regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, losses, liabilities, suits and/or judgments arising out of DEBRA's maintenance of the areas and improvements described above.

5. Assignment. The responsibility and right to maintain the areas described above may be transferred to METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation to be formed by DEBRA, which association shall also have the overall responsibility and right to maintain all common areas located within the Project. DEBRA shall give the CITY and the COUNTY written notice of the assignment of the rights and obligations set forth herein to METROWEST MASTER ASSOCIATION, INC., for such purpose. Such notice of assignment shall include the address of METROWEST MASTER ASSOCIATION, INC. along with the names of the principal officers and directors. DEBRA shall be released from any and all responsibility to maintain the areas described above after giving the CITY and COUNTY written notice of the assignment of the rights and obligations set forth herein to METROWEST MASTER ASSOCIATION, INC., provided the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST referred to in part 7 below, have been recorded at the time of such assignment.

6. Default. If DEBRA does not maintain the areas and improvements described above in such a manner that at least complies with the minimum standards of the CITY and COUNTY, the COUNTY and/or CITY shall give DEBRA written notice of the failure of DEBRA to so maintain such areas. Such notice shall set forth specific items which must be addressed. If DEBRA does not complete correction of such matters within thirty (30) days after receipt of notice thereof, the CITY or the COUNTY shall have the right, but not the obligation, to do so and to perform whatever maintenance is reasonably necessary and charge the cost thereof to DEBRA (or the association, as the case may be) or all properties owned by DEBRA as described in Paragraph 7. CITY and COUNTY may also declare this Agreement null and void, remove any improvements and take over maintenance.

If the COUNTY or the CITY should determine, in the sole and exclusive discretion of either the CITY or the COUNTY, that there is an imminent danger to the public health, safety and welfare resulting from the failure of DEBRA to properly maintain the areas described above, the CITY and/or the COUNTY shall have the immediate right to perform whatever maintenance is reasonably necessary and charge the cost thereof to DEBRA (or the association, as the case may be).

7. Assessment; Lien Rights. The Property will be encumbered by an instrument entitled MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST which will, among other things, provide a mechanism for assessments against the Property to pay for the cost of maintenance. Such terms and conditions contained in the declaration will be considered a "covenant running with the land" and will obligate every owner of any portion of the Property to the assessments. The declaration shall con-

tain a provision which will allow the CITY and/or the COUNTY to assess each owner of any portion of the Property for a pro rata share of the cost of the maintenance described herein should the CITY and/or the COUNTY determine that the association is not maintaining the landscaped areas/retention ponds in accordance with this Agreement. Such right of assessment shall specifically include the right to place a lien against the portion of the Property owned by any owner who does not pay such assessment within a reasonable period of time. This authority is supplemental to any other authority CITY or COUNTY has to levy assessments and taxes and shall not be considered a limitation on such authority.

OR 3791 PGO 318

8. Golf Cart Tunnels. DEBRA will construct and maintain, at its expense, a tunnel under Hiawasse Road and two (2) tunnels under Westpointe Boulevard to allow golf carts and golfing traffic to cross such roads at other than grade level. DEBRA shall indemnify and hold the CITY and COUNTY harmless from any and all liability arising out of the construction, maintenance or operation of the tunnels. The COUNTY and CITY agree to grant DEBRA a license or right-of-way utilization permit to operate and maintain the golf cart tunnels within the COUNTY or CITY right-of-ways. The license or right-of-way utilization permits may be subject to reasonable conditions protecting the health, safety and welfare of all concerned.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties and shall run with the Property and be binding upon any person, firm or corporation who may become the successor in interest, directly or indirectly, to the Property.

10. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

11. Recording. This Agreement shall be recorded in the Public Records of Orange County at DEBRA's expense immediately after its execution.

12. Effective Date. This Agreement takes effect on the latest date stated below.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names, all as of the day and year first above written.

CITY OF ORLANDO

Attest: Grace Alcheringa
City Clerk

By: Pat Schuster

Date of Execution: October 28, 1985

ORANGE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST: THOMAS H. LOCKER
Clerk to Board of County
Commissioners

By: John Marston
Chairman, Board of County
Commissioners

By: Mary J. Garrison
Deputy Clerk

Date of Execution: NOV 12 1985

APPROVED AS TO FORM
AND LEGALITY 11/15/85
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

RECORDED & RECORD VERIFIED
Thomas H. Locker
County Commissioner, Orange Co., FL

[Signature]
Patricia A. Moore

DEBRA, INC.
By: *[Signature]*
Aaron H. Dowd, Vice President

Date of Execution: Oct 22, 1985

(CORPORATE SEAL)

OR3791 PG0317

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 22nd day of October, 1985, by AARON H. DOWD, as Vice President of DEBRA, INC., a Florida corporation, on behalf of the corporation.



Patricia A. Moore
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 17, 1989.

THIS INSTRUMENT PREPARED BY
J. LINDSAY BUILDER, ESQ
359 CAROLINA AVE
WINTER PARK, FL 32789

C O R P O R A T I O N

MJG/AG0014H