

This instrument prepared by  
or under the supervision of  
Herbert W. A. Thiele, County Attorney,  
301 South Monroe Street, Tallahassee, Florida 32301

### MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of October, 2009, between **ROCKY HILL, L.L.C.**, whose mailing address is 2004 Setting Sun Trail, Tallahassee, Florida, 32303, hereinafter called the DEVELOPER, and **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called the COUNTY.

WHEREAS, the Developer has heretofore presented a map or plat of **Rocky Hill Subdivision** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and streets and installation of all drainage facilities therein and after the construction and paving of said roads and streets and installation of all drainage facilities the execution of a Maintenance Agreement by the Developer to reimburse the County for any defects in materials and workmanship in the construction and paving of said roads and streets, and installations of all drainage facilities; and

WHEREAS, said roads and streets in said subdivision have been constructed and paved and drainage facilities installed in accordance with plans and specifications prescribed by the County, and said roads and streets, and all drainage facilities having been approved by the County;

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$ 40,000.00 with surety thereon approved by the County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Developer for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction and paving of said road, and streets, and installation of all drainage facilities in **Rocky Hill Subdivision** that become apparent within two (2) years from date of this agreement.

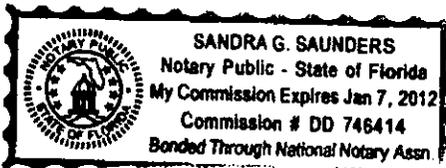
IN WITNESS WHEREOF, Rocky Hill, LLC and Leon County have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

ROCKY HILL, L.L.C.

By: Robert D. George (Seal)  
Robert D. George  
Managing Member

COUNTY OF LEON  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2009, by Robert D. George, Managing Member of Rocky Hill, L.L.C., on behalf of Rocky Hill, L.L.C., and who is personally known to me, or has produced n/a as identification.



NOTARY PUBLIC

Signature Sandra G. Saunders

Typed or Printed Name Sandra G. Saunders  
Commission Number \_\_\_\_\_  
My Commission expires \_\_\_\_\_

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Circuit Court  
Leon County, Florida

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney=s Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.



# PREMIER BANK

P.O. Box 3606 • Tallahassee, FL 32315-3606 • (850) 386-2225 • www.premierbnk.com

APPLICANT:  
ROCKY HILL, L.L.C.  
2004 SETTING SUN TRAIL  
TALLAHASSEE, FLORIDA 32303

ISSUE DATE: 09/25/09  
EFFECTIVE DATE: 10/27/09  
L/C NUMBER: 283

BENEFICIARY:  
LEON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
TALLAHASSEE, FLORIDA 32301

EXPIRATION DATE: 10/27/11  
AMOUNT: \$40,000.00

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF ROCKY HILL, L.L.C. UP TO AN AGGREGATE AMOUNT OF USD FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00), AVAILABLE AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT, PAYABLE ONE (1) BUSINESS DAY AFTER PRESENTATION, ACCOMPANIED BY:

YOUR WRITTEN STATEMENT SIGNED BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS, STATING: "WE HEREBY DEMAND THE AMOUNT OF U.S. \$40,000.00 TO BE DUE AND OWING TO LEON COUNTY BY ROCKY HILL, L.L.C. DUE TO THE FAILURE OF SUCH PARTY TO PERFORM ITS OBLIGATIONS AS SET FORTH IN THAT CERTAIN AGREEMENT BETWEEN THE COUNTY AND SUCH PARTY, INCLUDING ALL AMENDMENTS THERETO, RELATING TO MAINTENANCE AGREEMENT ASSOCIATED WITH ROCKY HILL, L.L.C. AND DATED 10/27/09." REFERENCE IN THIS LETTER OF CREDIT TO THE SAID AGREEMENT BETWEEN THE SAID COUNTY AND SUCH PARTY IS FOR IDENTIFICATION PURPOSES ONLY. SUCH AGREEMENT IS NOT INCORPORATED IN OR MADE PART OF THIS LETTER OF CREDIT.

WE ENGAGE WITH YOU THAT DRAFT(S) UNDER AND IN ACCORDANCE WITH THE TERMS OF THE LETTER OF CREDIT SHALL BE DULY HONORED UPON REPRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED ABOVE IF DRAWN AND NEGOTIATED ON OR BEFORE THE EXPIRATION DATE INDICATED ABOVE.

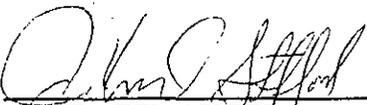
EACH DRAFT MUST BEAR UPON ITS FACE THE CLAUSE, "DRAWN UNDER PREMIER BANK LETTER OF CREDIT NO. 283, WITH AN ISSUE DATE OF 09/25/09 AND EFFECTIVE DATE OF 10/27/09".

YOUR REQUEST FOR PAYMENT UNDER THIS LETTER OF CREDIT MUST BE TENDERED IN STRICT COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AND MUST BE RECEIVED, ALONG WITH ALL REQUIRED DOCUMENTATION, AT THE BANK'S OFFICE AT 1639 VILLAGE SQUARE BLVD., TALLAHASSEE, FLORIDA 32309, BEFORE 2:00 PM ON THE EXPIRATION DATE. THIS LETTER WILL EXPIRE, WITHOUT ANY NOTICE FROM THE BANK, OR FURTHER LIABILITY OF THE BANK TO YOU, ON THE EXPIRATION DATE. PARTIAL DRAWS SHALL BE PERMITTED AND WILL BE HONORED BY US PROVIDED THEY ARE IN COMPLETE COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

OUR OBLIGATION TO PAY UNDER THIS LETTER OF CREDIT IS CONTINGENT UPON OUR RECEIPT OF THE ORIGINAL LETTER OF CREDIT BEFORE PAYMENT OF YOUR DRAFT.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE OF DOCUMENTARY CREDITS, ESTABLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE, AS IN EFFECT ON THE DATE OF ISSUANCE OF THIS LETTER OF CREDIT.

VERY TRULY YOURS,

  
\_\_\_\_\_  
J. KENNETH STAFFORD  
EXECUTIVE VICE PRESIDENT

  
\_\_\_\_\_  
GERALD A. BASFORD  
SENIOR VICE PRESIDENT