

ENVIRONMENTAL SERVICES DEPARTMENT



January 16, 2020

Taylor Morrison of Florida
2600 Lake Lucien Dr
Suite 350
Maitland, FL 32751

Re: Maintenance Bond for Water & Sewer Facilities

Project Name: Steeple Chase Ph 2B
Bond# SU1147473
Amount: \$ 21,116.24
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **1/15/2020** to ensure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **1/15/2020** the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond can be released as required by the Land Development Code.

Bonds/LOC's are to be released upon your request by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Alan Jensen
Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, Taylor Morrison of Florida, Inc. whose address is 2600 Lake Lucien Dr., Ste. 350, Maitland, Florida 32751, hereinafter referred to as PRINCIPAL, and Arch Insurance Company, whose address is Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107, hereinafter referred to as SURETY are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY, in the sum of \$21,116.24 - Twenty One Thousand One Hundred Sixteen Dollars and Twenty-Four Cents (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other Appurtenances in that certain subdivision described as Steeple Chase Replat 2B a plat of which is recorded in Plat Book 82, Page 23-24, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 20, 2017, and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from October 24, 2017.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from October 24, 2017, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including, specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 24 day of October, 2017.

2600 Lake Lucien Dr., Ste. 350 Maitland, FL 32751
Address

(CORPORATE SEAL)

Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107
(CORPORATE SEAL) Address

Taylor Morrison of Florida, Inc. (PRINCIPAL)

By: [Signature] (Signature)

V.P. Land Development

Arch Insurance Company (SURETY)

By: [Signature] (Signature)

Aimee R. Perondine its Attorney-in-Fact
FL Nonresident Agent #P038856

c/o Willis of Florida, Inc.
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Adam Martin, Aimee R. Perondine, Aiza Lopez, Ashley Sinclair, Brian Peters, Danielle D. Johnson, Donna M. Planeta, Jennifer M. Garten, Joshua Sanford, Keri Ann Smith, Michelle Anne McMahon, Nicole Ann Clark, Stacy Rivera and Stephani A. Trudeau of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.