

APPROVED FORMS CHECKLISTS PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND (Roads, Streets, Drainage)

KNOW ALL MEN BY THESE PRESENTS

That we, **Viscoml Commercial Construction, Inc.** hereinafter called the "Principal", and **North American Specialty Insurance Company**, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of \$ **74,665.63**, lawful money of The United States of America, to be paid to the **Board of County Commissioners** of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County, of a plat of a certain subdivision known as **Smoro Olette Lake Murray**, has covenanted and agreed with Seminole County to construct roads, streets and alleys, drainage as well as sidewalks **N/A**, and other improvements (delete inapplicable improvements) based upon development plans and plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated **14th** day of **2019** and being on file with the County Engineer of Seminole County, Florida, and **February**

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the afore-said improvements in accordance with any date prescribed in the approved development plans and plans and specifications dated the **14th** day of **February**, **2019** or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless Seminole County against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void, otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specifications above referred to, within the time specified, the Surety, upon forty five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, Seminole County, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and

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filing the said plat shall have the right to resort to any and all legal remedies against the Principal and the Surety or either, both at law and in equity including specifically specific performance to which the Principal and Surety unconditionally agree

The Principal and the Surety further jointly and severally agree that Seminole County, at its option shall have the right to construct or pursuant to public advertisement and receipt of bids cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof including but not limited to engineering, legal and contingent costs together with any damages either direct or consequential which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement

IN WITNESS WHEREOF the Principal and the Surety have executed these presents this the 29th day of April 2019

Address 1360 AD US1 STE 107
Ormond Beach FL 32174

Viscomi Commercial Construction, Inc. (SEAL)

Principal

Its President

(if corporation)

ATTEST:

Its Vice President

(if corporation)

CORPORATE SEAL

North American Specialty Insurance Company

Surety

By James N. Congelio

Its Attorney-in-Fact

James N. Congelio

ATTEST

Anita Waters, Account Manager

Address
1715 N. Westshore Blvd.
Suite 920
Tampa, FL 33607

(App E, LDC, through Supp 16, Ord No 95-4, § 16, 6-26-95)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation organized under the laws of the State of Missouri and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAMES CONGELIO and JAMI'S N. CONGELIO

JOINTLY & SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.


RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed and these presents to be signed by their authorized officers this 30th day of October, 2018.


North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook, ss

On this 30th day of October, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of


Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF I have set my hand and affixed the seals of the Companies this 29th day of April, 2019.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation