

DOCUMENT ACTION FORM

DATE: March 11, 2019

SUBJECT: RECORDING OF MAINTENANCE BOND

ACCEPTANCE OF: Private Road Maintenance Bond - Private

PROJECT NAME: Whitetail Run (a.k.a. Old Lockwood Fawn Run Property)

BOND AMOUNT: \$105,008.05 BOND DATE: February 1, 2019

BOND NUMBER: SU1153560

AUTHORITY FOR PROCESSING:   
Scott Brooke, Senior Inspector

- 1. To be placed on Report for BCC Meeting on: \_\_\_\_\_
- 2. Signature Needed by Chairman \_\_\_\_\_
- 3. Board Approved on (Date) \_\_\_\_\_
- 4. Other (Specify) \_\_\_\_\_

NOTE: One original and one copy of document or letter needed for original signature (Not applicable for Resolutions or Ordinances - original copy)

Additional copies of documents shall be forwarded if applicable and required for proper distribution.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL  
Heidi Miller 407-665-5720

THANK YOU



# Bond Cover Sheet

**PLEASE PRINT**

Project Name: Whitetail Run  
DRC #: 17-55200011

PRIVATE

**Principal/Owner**

Contact Name: Nicholas Gluckman Phone: 321-397-7523  
Company Name: Taylor Morrison of Florida, INC. Fax: ---  
Address: 200 Lake Lucien Blvd, Ste. 350

City: Maitland State: Florida ZIP Code: 32751

**Surety Company**

Contact Name: Arch Insurance Co. Phone: ---  
Company Name: Arch Insurance Co. Fax: ---  
Address: 210 Hudson Street, Suite 300  
City: Jersey City State: NJ ZIP Code: 07311

Please submit this form with your completed bond.

Thank you.



# INSPECTION REPORT

Date: 10/15/21 Inspector: Jim Delaney

Project Name: Whitetail Run / Fawn Run

Type of Inspection: DR# 17-5520011

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Tree Barrier             | <input type="checkbox"/> Erosion Control        | <input type="checkbox"/> Storm Drainage      | <input type="checkbox"/> Driveway        |
| <input type="checkbox"/> Stabilization & Subgrade | <input type="checkbox"/> Curb and Gutter        | <input type="checkbox"/> Reinforced Concrete | <input type="checkbox"/> Landscape       |
| <input type="checkbox"/> Finished Base            | <input type="checkbox"/> Engineering            | <input type="checkbox"/> Pre Final           | <input checked="" type="checkbox"/> Bond |
| <input type="checkbox"/> Commitment               | <input type="checkbox"/> Maintenance of Traffic | <input type="checkbox"/> Sidewalk            | <input type="checkbox"/> Final           |

Comments: All punchlist items are complete. OK to release 2 year maintenance bond.

### AFTER HOURS INSPECTION RATES:

Weekends and Holidays: ..... \$40.00 per hour. **Minimum of 4 hours.**

Weekdays: ..... \$40.00 per hour. **Minimum of 2 hours** for each inspection requested between 3:30 p.m. to 5:30 p.m. and 5:30 a.m. to 8 a.m.

The hours between 5:30 p.m. and 5:30 a.m. are the same as the weekend rate of **4 hours minimum.**

- Reinspection Fees - \$28.00       Other Reinspection - Same Item \$50.00       Final Reinspection Fee - \$150.00

Received by: \_\_\_\_\_

Print Name: \_\_\_\_\_



Development Review - Engineering Division  
Development Inspection Team • Telephone (407) 665-7409 • FAX (407) 665-5789

# INSPECTION REPORT

Date: 6/3/21 Inspector: Jim Delaney

Project Name: White Tail Run (Fawn Run)

**Type of Inspection:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Tree Barrier             | <input type="checkbox"/> Erosion Control        | <input type="checkbox"/> Storm Drainage      | <input type="checkbox"/> Driveway        |
| <input type="checkbox"/> Stabilization & Subgrade | <input type="checkbox"/> Curb and Gutter        | <input type="checkbox"/> Reinforced Concrete | <input type="checkbox"/> Landscape       |
| <input type="checkbox"/> Finished Base            | <input type="checkbox"/> Engineering            | <input type="checkbox"/> Pre Final           | <input checked="" type="checkbox"/> Bond |
| <input type="checkbox"/> Commitment               | <input type="checkbox"/> Maintenance of Traffic | <input type="checkbox"/> Sidewalk            | <input type="checkbox"/> Final           |

Comments: DR# 17-55200011

All Punch list Items Have been completed OK To Release Maintenance bonds

**AFTER HOURS INSPECTION RATES:**

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Weekdays: ..... \$40.00 per hour. **Minimum of 2 hours** for each inspection requested between 3:30 p.m. to 5:30 p.m. and 5:30 a.m. to 8 a.m.

The hours between 5:30 p.m. and 5:30 a.m. are the same as the weekend rate of **4 hours minimum.**

- Reinspection Fees - \$28.00       Other Reinspection - Same Item \$50.00       Final Reinspection Fee - \$150.00

Received by: \_\_\_\_\_

Print Name: \_\_\_\_\_





Public Works Department – Engineering Division  
Development Inspection Team • Telephone (407) 665-7409 • FAX (407) 665-5789

# INSPECTION REPORT

Date: 2/14/19 Inspector: Jim Delaney

Project Name: Old Lockwood & Fawn Run (White Tail FS)

**Type of Inspection:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Tree Barrier             | <input type="checkbox"/> Erosion Control        | <input type="checkbox"/> Storm Drainage      | <input type="checkbox"/> Driveway        |
| <input type="checkbox"/> Stabilization & Subgrade | <input type="checkbox"/> Curb and Gutter        | <input type="checkbox"/> Reinforced Concrete | <input type="checkbox"/> Landscape       |
| <input type="checkbox"/> Finished Base            | <input type="checkbox"/> Engineering            | <input type="checkbox"/> Pre Final           | <input checked="" type="checkbox"/> Bond |
| <input type="checkbox"/> Commitment               | <input type="checkbox"/> Maintenance of Traffic | <input type="checkbox"/> Sidewalk            | <input type="checkbox"/> Final           |

Comments: Subdivision Improvements As Follows

Public Row

- 1) 750 LF OF Sidewalk
- 2) Improvements to Fawn Run Entrance
- 3) New Entrance Rankin way on old Lockwood
- 4) 2 Directional Bases on old Lockwood

Private Road

- 1) Rankin way 90 LF of Paved Rd with curb & sidewalk
  - 2) Kershaw Place 700 LF OF paved Rd with curb & sidewalk
  - 3) Ellaville Lane 450 LF OF Paved Rd with curb & sidewalk
  - 4) Crawfordville Place 150 LF of Paved Rd with curb & sidewalk
- 2 - Retention ponds & Storm pipe with inlet & structures

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Weekdays: ..... \$40.00 per hour. **Minimum of 2 hours** for each inspection requested between 3:30 p.m. to 5:30 p.m. and 5:30 a.m. to 8 a.m.

The hours between 5:30 p.m. and 5:30 a.m. are the same as the weekend rate of **4 hours minimum.**

- Reinspection Fees - \$28.00       Other Reinspection - Same Item \$50.00       Final Reinspection Fee - \$150.00

Received by: \_\_\_\_\_

Print Name: \_\_\_\_\_

BOND # SU1153560

**PRIVATE ROAD MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we Taylor Morrison of Florida, Inc., whose address is 2600 Lake Lucien Dr., Suite 350, Maitland, Florida 32751 hereinafter referred to as "Principal" and Arch Insurance Company, whose address is 210 Hudson St., Suite 300, Jersey City, NJ 07311, hereinafter referred to as "Surety" are held and firmly bound unto Old Lockwood Home-owners Association, Inc. and its successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of One Hundred Five Thousand, Eight Dollars and Five Cents (\$105,008.05) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Principal has constructed certain improvements, including Earth work, Roadway, Paving, Drainage, Hardscape and Landscaping and other appurtenances in that certain subdivision described as Whitetail Run, a plat of which is recorded in Plat Book 83, Page 45, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated, March 2, 2018, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years beginning February 1, 2019;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 February 1, 2019 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 any Beneficiary, or an 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 cost. Should the Surety fail or refuse to correct said defects, any Beneficiary, in view of the health, safety, welfare and factors involved, 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.

BOND # SU1153560


The Principal and Surety further jointly and severally agree that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 1st day of February, 2019.

PRINCIPAL Taylor Morrison of Florida, Inc.

(SEAL)

By:  Its VP of Operations

Attest:  Its VP of Legal

SURETY Arch Insurance Company

(SEAL)

By: Catherine Thompson, Its Attorney-in-Fact



Attest: Noah Pierce, Its witness



**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:

Amy R. Waugh, Carol S. Card, Catherine Thompson and Jennifer B. Gullett of Charlotte, NC (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.