

[BOND MUST APPEAR ON SURETY'S LETTERHEAD]

Bond No. _____

MAINTENANCE BOND

Project: _____

Pasco County Utilities Project No.: _____

Project Location: _____

BY THIS BOND, WE, _____, registered business address of _____; hereinafter called the "PRINCIPAL," and _____, hereinafter called the "SURETY," registered business address of _____, _____ a SURETY insurer, chartered and existing under the laws of the State of _____, and authorized to do business in the State of Florida, are held and firmly bound unto Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, 8731 Citizens Drive, New Port Richey, Florida 34654-5598, (727) 847-2411, herein called the "COUNTY," in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, by these presents:

WHEREAS, the above-named PRINCIPAL has constructed water, reclaimed water, and/or sewer utility improvements in connection with the approval of a Utilities Service Agreement or Construction Plans on a certain area of land within Pasco County known as _____ (hereinafter called the "PROJECT"), and is required, as a condition of the approval of the Utilities Service Agreement and/or Construction Plans by the COUNTY, to warrant the utility improvements that consist of the improvements as delineated per the COUNTY-approved cost estimate dated _____, in connection with the utility improvements and more particularly described on the Construction Plans approved by the COUNTY on _____, herein "IMPROVEMENTS," in accord with the Pasco County Code of Ordinances, Chapter 110.

NOW THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of eighteen (18) months, commencing on the date of acceptance of this Bond by the Board of County Commissioners, for the PROJECT, the PRINCIPAL:

1. Shall in all respects in connection with the approval and maintenance of the IMPROVEMENTS comply with the Pasco County Code, Chapter 110, and all other applicable Federal and State laws and COUNTY ordinances, codes, regulations, terms, and conditions; and
2. Replaces and/or repairs at the PRINCIPAL'S expense, during the one-year maintenance period required by Pasco County Code, Chapter 110 (herein called the "Maintenance Period"), to the satisfaction of the COUNTY, all IMPROVEMENTS which are found by the COUNTY'S Utilities Engineer not to comply with COUNTY approvals or requirements, or State or Federal

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regulations, whichever may be applicable, or industry standards (including Pasco County Code, Chapter 110), or which are found to be deficient in materials, workmanship, or structural integrity under COUNTY, State, or Federal regulations, whichever may be applicable, or industry standards; and

3. Initiates repairs within thirty (30) days of notice from the COUNTY and completes repairs within a reasonable time; and

4. Submits a written request for a final inspection of the IMPROVEMENTS and release of the Maintenance Bond to the Pasco County Utilities Department at least sixty (60) days prior to the termination of the Maintenance Period; and

5. Pays all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond and the Pasco County Code, Chapter 110.

THEN this obligation shall be void. Otherwise, it remains in full force and effect.

SURETY shall assume and perform any and all obligations of the PRINCIPAL upon the PRINCIPAL'S failure or refusal to fulfill its obligations under this Bond.

SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications, and schedules covering the same, shall in any way affect the obligation of the SURETY on this Bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this Bond, venue shall be exclusively in Pasco County, Florida, and the PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____, 20_____.

PRINCIPAL: _____

BY: _____

Authorized Signature

Printed Name

Title

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STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known to me OR who has produced _____ as identification and who did (did not) take an oath.

NOTARY SEAL:

Notary Public Signature

Printed Name: _____
My Commission Expires: _____

SURETY: _____

BY: _____
Authorized Signature

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known to me OR who has produced _____ as identification and who did (did not) take an oath.

NOTARY SEAL:

Notary Public Signature

Printed Name: _____

[BOND MUST APPEAR ON SURETY'S LETTERHEAD]

My Commission Expires: _____

SURETY'S AGENT: _____

BY: _____
Attorney In Fact (Attach Power)

Printed Name

Attorney In Fact
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known to me OR who has produced _____ as identification and who did (did not) take an oath.

NOTARY SEAL:

Notary Public Signature

Printed Name: _____

My Commission Expires: _____