

CITY OF OCOEE
MAINTENANCE, MATERIALS, AND WORKMANSHIP WARRANT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, of _____ County, Florida, hereinafter referred to as "Developer" and of _____ of _____ County, Florida, hereinafter called "Surety", are held and firmly bound unto the City of Ocoee, Florida, a municipal corporation in the State of Florida, as obligee, in the full and just sum of _____ dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has developed and constructed a subdivision in the City of Ocoee, Florida, known and identified as _____ and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage facilities (including retention and detention ponds), and/or other improvements under the provisions, conditions, and requirements of the subdivision approval granted the ____ day of _____, 20 ____, by the Board of City Commissioners of the City of Ocoee, Florida.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Developer shall maintain all improvements required as a condition of the subdivision approval, including but not limited to roads and other structures, sewer and water systems, drainage facilities (including retention and detention ponds) and other public utilities, in first class condition for a period of two (2) years from the date of issuance of a Certificate of Completion, and if the Developer shall replace all paving or other structures which within said two (2) year period shall be found not to comply with said subdivision approval, and that if the Developer shall replace any other improvements, including but not limited to the sewer and water systems, drainage facilities (including retention and detention ponds), and other public utilities, the materials, workmanship, performance or structural integrity of which shall be found not to comply with said subdivision approval for a two (2) year period following issuance of the Certificate of Completion by the City and shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then this obligation shall be void; otherwise to be and remain in full force and effect.

FURTHERMORE, if at any time during the two (2) year period following the issuance of the Certificate of Completion the City notifies the Developer and Surety, in writing, of any deficiency or fault in the materials, workmanship, performance or structural integrity of the required improvements, including but not limited to roads and other structures, sewer and water systems, drainage facilities (including retention and detention ponds) and other public utilities, then this bond shall continue in full force and effect until such deficiency or fault is corrected.

SIGNED, SEALED, AND DATED THIS ____ DAY OF _____, 20 ____.

DEVELOPER

SURETY