

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of a Private Road Maintenance Agreement and Private Road Developer's Cash Maintenance Bond

DEPARTMENT: Planning & Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Kelly Brock **EXT.** 7346

Agenda Date <u>2/27/2006</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Authorize the release of the Sanctuary at Lake Ann Private Road Maintenance Agreement and Private Road Developer's Cash Maintenance Bond for road improvements.

District: 1 Dallari

Kelly Brock, Development Review Engineer

BACKGROUND:

The following Maintenance Agreement and Cash Maintenance Bond were required as part of the Land Development Code Section 35.44 (e) *Additional Required Legal Submittals(1) Bonds* to insure operating conditions have not significantly degraded. A two year maintenance inspection was conducted by staff for these projects and was determined to be satisfactory.

- **The Sanctuary at Lake Ann**
Maintenance Bond for \$15,500.00 (Cash).

STAFF RECOMMENDATION:

Staff recommends the release of this Maintenance Agreement and Developer's Cash Maintenance Bond.

District: 1 Dallari

Attachments: Copies of Maintenance Agreement and Developer's Cash Maintenance Bond.

Reviewed by: <u>KFT</u> Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM: _____ File No. <u>cpdd02</u>

SEMINOLE COUNTY LAND DEVELOPMENT CODE

PRIVATE ROAD MAINTENANCE AGREEMENT
(For use with Cash Bond)

THIS AGREEMENT is made and entered into this day, December 20, 2004, between Lake Ann Associates, LLC, hereinafter referred to as "**PRINCIPAL**" and The Sanctuary at Lake Ann Homeowners Association, Inc. hereinafter referred to as the "**BENEFICIARY**" or, if none, **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**HOLDER**", on behalf of all purchasers of lots within subdivision.

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as The Sanctuary at Lake Ann, a Plat of which is recorded in Plat Book 66 Pages 51 Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated January 16th, 2004 (as subsequently revised or amended) and filed with the **BENEFICIARY** or the **HOLDER** as the case may be; and

WHEREAS, PRINCIPAL is obligated to protect the **BENEFICIARY** and owners of lots within the subdivision (hereinafter referred to as **LOT OWNERS**) against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from December 20, 2004, and

WHEREAS, to guarantee performance of said obligations by **PRINCIPAL, PRINCIPAL** has obtained and furnished to the **BENEFICIARY/HOLDER, (Certified Check)** in the sum of **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500)** in U.S. Currency.

NOW THEREFORE, the **BENEFICIARY** or **HOLDER,** as the case may be, agrees to accept the above referenced sum as security for the maintenance obligation of the **PRINCIPAL.**

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the **BENEFICIARY/HOLDER** in the sum of **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500)** on the condition that, if **PRINCIPAL** shall promptly and faithfully protect the **BENEFICIARY/LOT OWNERS** against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from December 20, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The **BENEFICIARY/HOLDER** or **LOT OWNERS** 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.

Should the **PRINCIPAL** fail or refuse to perform or correct said defects within the time specified, the **BENEFICIARY/LOT OWNERS** (which shall include, but not be limited to any individual lot owner in the subdivision) shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to utilize the cash sum stated above to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the **BENEFICIARY/LOT OWNERS,** in view of the public interest, health, safety, welfare and other 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,** both at law and in equity, including specifically, specific performance, to which the **PRINCIPAL** unconditionally agrees.

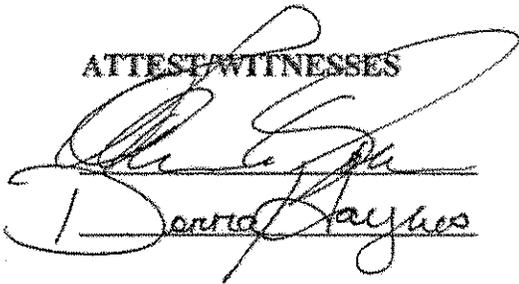
The **PRINCIPAL** further agrees that the **BENEFICIARY/LOT OWNERS** (which shall include, but

not be limited to any individual lot owner in the subdivision), at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to 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 BENEFICIARY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the BENEFICIARY/LOT OWNERS the total cost thereof, including, but not limited to, engineering, legal and contingent costs, 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 Agreement and all rights hereunder may be assigned to the individual lot owners or Homeowner's Association of subdivision as the case may be by the HOLDER.]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof:

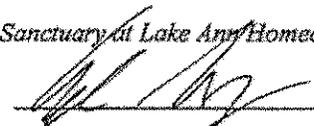
ATTEST/WITNESSES



Donna Payne

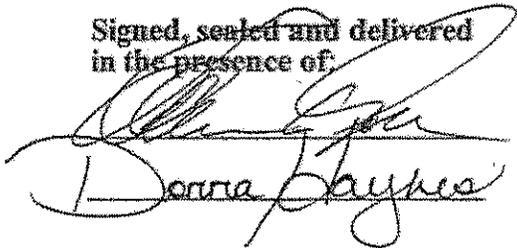
BENEFICIARY:

The Sanctuary at Lake Ann Homeowners Assn., Inc.

By: _____

Date: December 20th, 2004

Signed, sealed and delivered
in the presence of:



Donna Payne

PRINCIPAL:

By: _____

Date: December 20th, 2004

ATTEST:

Clerk to the Board of
County Commissioners of
Seminole County, Florida

HOLDER:

*Board of County Commissioners
Seminole County, FL*

By: _____

Date: _____

As authorized for execution by the Board of
County Commissioners at they're December 14,
2004 regular meeting.

Witnesses

Lorna Flannery
[Signature]

HOLDER:

DEPARTMENT OF PUBLIC WORKS
ROAD OPERATIONS AND STORMWATER DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]
Mark E. Flomerfelt, P.E., Manager
Road Operations and Stormwater Division

Date: 3/3/05

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF FLORIDA

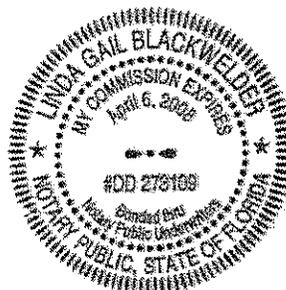
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 3rd day of March, 2005, by Mark Flomerfelt, who is personally known to me or who has produced [Signature] as identification.

Linda Gail Blackwelder
Signature of Notary Public in and for the County and State Aforementioned

My Commission Expires: April 6, 2008

(App E, LDC, through Supp 16).



SEMINOLE COUNTY LAND DEVELOPMENT CODE

PRIVATE ROAD DEVELOPER'S CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

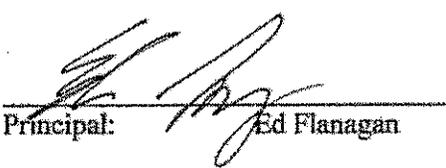
That the undersigned Ed Flanagan, as PRINCIPAL is held and firmly bound unto *The Sanctuary at Lake Ann Homeowner's Association* or SEMINOLE COUNTY on behalf of purchasers of lots in subdivision, a political subdivision of the State of Florida, as the case may be, in the cash penal sum of **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00)**, which sum has been deposited in escrow with Seminole County, in accordance with the provisions of an Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind **Lake Ann Associates, LLC**, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the improvements made as shown on Subdivision Plans and Specifications dated January 16th, 2004 including surveying, engineering, and land clearing, for *The Sanctuary at Lake Ann* Subdivision shall be maintained in accordance with the Maintenance Agreement attached hereto, and all costs incurred in connection therewith shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

(This Agreement and all rights hereunder may be assigned to the Homeowner's Association of the subdivision.)

DATED: December 20th, 2004

Principal:


Ed Flanagan