

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond – Magnolia Plantation Ph 5

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: [Signature] **CONTACT:** OB **EXT.** 2148
Dr. John Cirello, Director **Bob Briggs, Finance Manager**

Agenda Date 7/25/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Maintenance Bond (District 5-Carey)

BACKGROUND:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted a re-inspection of the referenced project on **6/12/06** to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Bond.

As of **06/12/06**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the Water and Sewer Maintenance Bond may be released as required by the LDC.

Release Maintenance Bond #5977531-8 (Centex Homes) in the amount of \$17,212.00 for the project known as **Magnolia Plantation Ph 5**. (District 5-Carey)

Reviewed by: _____
Co Atty: N/A
DFS: _____
Other: _____
DCM: SS
CM: [Signature]

File No. CESA01

CENTEX HOMES

Orlando Division

2301 Lucien Way, Suite 400
Maitland, FL 32751

Office: (407) 661-2150
Land Fax: (407) 389-0653

June 29, 2006

Via Fax: 407-665-2019

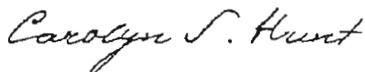
Ms. Becky Noggle
Senior Coordinator – Environmental Services
Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

Re: **Release of Maintenance Bond**
Project Name: Magnolia Plantation, Phase 5
Bond #: 5977531-8 / Amount: \$17,212.00

Per the letter dated 6/29/06 from Seminole County Environmental Services Department, Centex Homes has fulfilled all maintenance requirements as specified on the final inspection conducted by the County on 6/12/06.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



June 29, 2006

Centex Homes
Ralph Smith
2301 Lucien Way
Maitland, FL 32751

Re: Maintenance Bond

Project Name: Magnolia Plantation Ph 5
Bond# 5977531-8
Amount: \$17,212.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **6/12/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **6/12/06**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement with LOC may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773 to request the release of the Bond or Letter of Credit. Bond/LOC are to be released by the Board of County Commissioners through a regular board session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,


David Jackson
Sr. Utilities Inspector

c: Project File

SUBDIVISION SITE PLAN
MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond No. 5977531-8

KNOWN ALL MEN BY THESE PRESENTS:

That we CENTEX HOMES, a Nevada General Partnership, whose address is 385 Douglas Avenue, Altamonte Springs, Florida 32714, hereinafter referred to as "Principal" and SAFECO INSURANCE COMPANY OF AMERICA, whose address is SAFECO PLAZA, SEATTLE, WA 98185, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "County" in the sum of Seventeen Thousand Two Hundred Twelve and no/100-----\$17,212.00 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 water and sewer facilities and other appurtenances in that certain subdivision described as Magnolia Plantation, Phase 5, a plat of which is recorded in Plat Book 55, Page 73-93, Public Records of Seminole County, Florida.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 19, 20th 99, and filed with the Department of Environmental Services of Seminole County. 19

WHEREAS PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from June 7, 20th 01. Then, this obligation shall be null and void; otherwise, it shall remain in full force and effect.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the COUNTY against any improvements and maintain said improvements for a period of two (2) years from June 7, 20th 01, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Environmental Services 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.

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 COUNTY, or its authorized agent or officer, of the default will forthwith correct such defects 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, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any

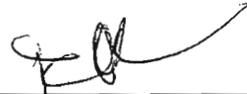
and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY 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.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 18th day of May, 2004.

CENTEX HOMES, a Nevada General Partnership

Address:
385 Douglas Avenue
Altamonte Springs, FL 32714

 (SEAL)

PRINCIPAL

By: Patrick Knight Its: Division President
(If a corporation)

ATTEST: _____ Its: _____
(If a corporation)

SAFECO INSURANCE COMPANY OF AMERICA

Address:
SAFECO PLAZA
Seattle, WA 98185

SURETY (SEAL)

By: Bridgette S. Jackson
Bridgette S. Jackson, Its Attorney-in-Fact

Countersigned By:

Juli A. Russell
Juli A. Russell, Florida
Resident Agent

Witness:

Carman Williams



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7386

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****LAWRENCE W. WALDIE, CARMEN MIMS; BRIAN M. LEBOW; DEBORAH GRIFFITH; ALLYSON DEAN; BRIDGETTE S. JACKSON; Dallas, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 10th day of April, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of May, 2004



CHRISTINE MEAD, SECRETARY