

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Authorize Release of a Maintenance and Escrow Agreement and Cash Maintenance Bond and a Maintenance Bond

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

**AUTHORIZED BY:** Don Fisher **CONTACT:** Tony Nelson **EXT.** 7341

<b>Agenda Date</b> <u>9/12/2006</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Authorize the release of the Buckingham Estates Phase II Maintenance and Escrow Agreement and Cash Maintenance Bond and Ashford Park aka Trinity Center Maintenance Bond for road improvements.

District 5 – Carey and District 1 - Dallari

Tony Nelson, Development Review Engineer

**BACKGROUND:**

The following Maintenance and Escrow Agreement and Cash Maintenance Bond and Maintenance Bond was 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.

- **Buckingham Estates Phase II**  
Maintenance and Escrow Agreement for \$24,306.42 and Cash Maintenance Bond.
- **Ashford Park aka Trinity Center**  
Maintenance Bond # 6200012-1 for \$54,655.00 (Safeco Insurance Company of America).

**STAFF RECOMMENDATION:**

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

Districts 1 and 2 (Dallari and Morris)

Attachments: Copies of Maintenance Agreement and Maintenance Bonds

Reviewed by:	<u>KPT</u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>cpdd01</u>

PRIVATE ROAD MAINTENANCE AGREEMENT  
(For use with Cash Bond)

THIS AGREEMENT is made and entered into this day of August 12, 2004 between C&G Real Estate Group, Inc. hereinafter referred to as "PRINCIPAL" and the Buckingham Estates Homeowner's Association (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 Buckingham Estates Phase 2 a Plat of Buckingham Estates Phase 2 which is recorded in Plat Book \_\_\_ Pages \_\_\_ Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated August 16, 2000 (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 August 12, 2004; and

WHEREAS to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY/HOLDER, a Certified Check in the sum of Twenty Four Thousand Three Hundred Six and 42/100 DOLLARS (\$24,306.42) 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 Twenty Four Thousand Three Hundred Six and 42/100 DOLLARS (\$24,306.42) 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 August 13, 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.

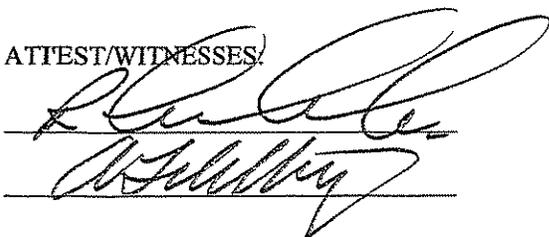
Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in the subdivision) shall be authorized, but shall not be obligated, to take over and perform or cause to be 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.

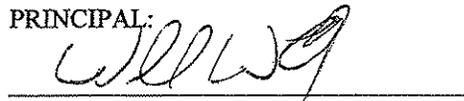
This Agreement and all rights hereunder may be assigned to the individual lot owners or Homeowner's Association of subdivision as the case may be by the HOLDER.

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

ATTEST/WITNESSES:

  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

  
\_\_\_\_\_  
By: William W. Cole, Jr. as its President

Date 8/31/04



APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

PRIVATE ROAD  
DEVELOPER'S CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Allan Goldberg, as PRINCIPAL is held and firmly bound unto the Buckingham Estates Homeowner's Association of SEMINOLE COUNTY on behalf of purchasers of lots in Buckingham Estates Phase II subdivision, a political subdivision of the State of Florida, as the case may be, in the cash penal sum of Twenty four thousand three hundred six and 42/100 DOLLARS (\$24,306.42), which sum has been deposited in escrow with the Homeowner's Association of Seminole County, as the case may be, 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 C & G Real Estate Group, Inc. 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 8/16/00 including surveying, engineering, and land clearing, for Buckingham Estates Phase II 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 Buckingham Estates subdivision.]

DATED: 8/31/04, 19 \_\_\_\_.

[Signature] (SEAL)  
Principal

\_\_\_\_ (SEAL)  
Principal

\_\_\_\_ (SEAL)  
Principal

(App E, LDC, through Supp 16).

BOND NO. 6200012-1

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we CENTEX HOMES, a Nevada General Partnership hereinafter referred to as "Principal" and SAFECO INSURANCE COMPANY OF AMERICA, hereinafter referred to as "Surety" are held and firmly bound unto the ASHFORD PARK aka TRINITY CENTER subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ (\$54,655.00) \_\_\_\_\_ 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 streets, curbs, storm drains and other appurtenances in that certain subdivision described as \_\_\_\_\_, a plat of which is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Seminole County, Florida.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated \_\_\_\_\_, \_\_\_\_\_, and filed with the County Engineer of Seminole County.

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of the aforesaid improvements and the maintain said improvements for a period of two (2) years from April 29, 2004

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 April 29, 2004, 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 thirty (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, and 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.

The Principal and Surety further jointly and severally agrees 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 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 19th day of February, 2004

Address:  
385 Douglas Ave  
Altamonte Springs, FL 32714

**CENTEX HOMES, a Nevada General Partnership**  
Principal (SEAL)

By: Rehut Its: DIVISION PRESIDENT  
(If a corporation)

Attest: [Signature] Its: COMPTROLLER  
(If a corporation)

Address:  
SAFECO PLAZA  
SEATTLE, WA 98185

**SAFECO INSURANCE COMPANY OF AMERICA**  
Surety (SEAL)

By: [Signature]  
Its Attorney in Fact, **ALLYSON DEAN**

Countersigned By:  
[Signature]  
**Julia A. Russell**  
Florida Resident Agent

Attest: [Signature]



SAFECO™

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 19th day of February, 2004



CHRISTINE MEAD, SECRETARY