Item # 34
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM
SUBJECT: Release of Road Maintenance Bonds
DEPARTMENT: Public Works DIVISION: Road Operations & Stormwater
AUTHORIZED BY:CONTACT:EXT. 5710 W. Gary Johnson F.E. Mark Flomenfelt P.E., Manager Director, Dept. Public Works Road Operations & Stormwater
Agenda Date 10-28-03 Regular Consent Work Session Briefing Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve release of Road Maintenance Bonds.

BACKGROUND:

Road Maintenance Bond #33-120 in the amount of \$7,600.00 for the project known as Spolski Off-Lex Building. District 5

Road Maintenance Bond #180544 in the amount of \$15,724.24 for the project known as Master's Academy – Slavia Road. District 1

Road Maintenance Bond #69228877 in the amount of \$13,000.00 for the project known as Seminola Lake Building/Seminola Blvd Turn Lane. District 2

Road Maintenance Bond #103686689 in the amount of \$7,825.00 for the project known as Cameron Office Complex. District 5

Road Maintenance Bond #6111124-2 in the amount of \$3,318.00 for the project known as Park Maitland Villas.

A two (2) year maintenance inspection was conducted by staff for the above mentioned projects and revealed to be satisfactory. Staff recommends the release of these bonds.



BOND NO. 3-620-175

APPROVED FORMS, ETC.

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILISATION PERMIT MAINTENANCE BOND (Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we SPOLSKI CONSTRUCTION, INC. , whose address is 1425 E. Airport Boulevard, Sanford FI 32773, hereinafter referred to as "PRINCIPAL" and THE OHIO CASUALTY INSURANCE COMPANY, 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 \$7,600,00 (SEVEN THOUSAND STX HINDRED DOLLARS).) 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 public right-of-way known as <u>Spolski Off-lex R.O.W.</u>, recorded in Plat Book <u>N/A</u>, Page(S) <u>N/A</u>, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated <u>June 13</u>, <u>44,2000</u>, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from ______, XX 2001;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from _______, XM 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 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, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit 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.

Supplement No. 17

Appendix E-193

BK0275 PG1095

LAND DEVELOPMENT CODE

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.

SPOLSKI CONSTRUCTION INC. (SEAL) Address: 1425 E. Airport Boulevard PRINCIPAL anford, FL 32773 President By: Corp sts:Secretary ATTEST ation) TY INSURANCE COMPANSEAL) Address: 136 With Third Street THE OMIO CASUALTY Hamilton, OH 45025 CHIO CASU Lt # : 8y: Ite Attorney-in-Fact Antonio Fauretta/Incense No. A150631 ANITICA ATTEST: SALANA WO

(App E, LDC, through Supp 16).

supplement No. 17

Appendix E-194









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10/01/2003

No. 33-120

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Know All Mon by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appointAntonio Lauretta or Debble Lauretta of Cocoa Beach, Florida its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance (\$15,000,000.00) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

CERTIFIED COPY OF POWER OF ATTORNEY THE OHIO CASUALTY INSURANCE COMPANY

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Scal of the said The Ohio Casualty Insurance Company this 11th day of May, 1998.

SEMINOLE CO DEV REV



Jam Jaurence



Sam Lawrence, Assistant Secretary

STATE OF OHIO. COUNTY OF BUTLER.

On this 11th day of May, 1998 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Scal at the City of Hamilton, State of Ohio, the day and year first above written.



Barbara Hoffman

Notary Public in and for County of Butler, State of Ohio My Commission expires September 25, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surcty to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision." This instrument is signed and scaled by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and scal are hereby adopted by the Company as original signatures and scal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date A.D., 2001

llth IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this



Mar I. Schielt

day of May

Assistant Secretary

BK0275 PG1097

JUL 3 0 2001

BOND NO. 180544

APPROVED FORMS, BTC.

JUL 3 0 2001

RECEIVED

CERTIFIED COPY

MARYANNE MORSE CLERK OF CIRCUIT GOURT SEMINOLE COUNTY. FLORIDA

N.1. 8Y DEPUTY CLERK

RIGHT-OF-WAY USE PERMITTING



RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND (Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we THE MASTER'S ACADEMY OF CENTRAL FLORIDA, INC. , whose address is , hereinaïter referred to as 1500 LUKAS LANE, OVIEDO, FL 32765 , hereinafter referred to as "PRINCIPAL" and NORTH AMERICAN SPECIALTY INS. CO. , 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 SFIFTEEN THOUSAND SEVEN HUNDRED TWENTY FOUR AND NO/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed cartain improvements, including streats, , curbs, storm drains and other appurtenances in that certain public right-of-way VIA ROAD , recorded in Plat Book <u><u><u></u></u>, Page(s) , Fublic Records of Seminole County, Florida, and</u> known as SLAVIA ROAD

MEEREAS, the aforesaid improvements were made pursuant to certain plans and , 19 , and filed with the County specifications dated Engineer of seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from _______JULY 30___, XM 2001;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from <u>JULY 30</u>, KX 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 the said permit 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.

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1.2 Supplement No. 17

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Appendix E-193

MARYANNE NURSE, CLERK OF CINCULT COURT SEMINOLE CULINTY. BK 04137 PG 0246 CLERK'S # 2001727767 RECORDED 07/30/2001 03:31:39 PM RECURDING FEES 15.00 RECORDED BY M Nolden

DR BOOK 04137 PAGE 0247

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LAND DEVELOPMENT CODE

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 advortisement 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 <u>30TH</u> day of <u>JULY</u>, NO 2001.

THE MASTER'S ACADEMY OF CENTRAL FLORIDA, INC. PRINCIPAL (SEAL) Addressi 1500 LUKAS LANE OVIEDO, FL 32765 Farton ATTEST : Corporation) NORTH AMERICAN SPECIALTY INSURANCE COMPANY Address: SURETC 13010 MORRIS ROAD, SUITE 150 ALPHARETTA, GA 30004 RE Its Attorney-in-Fact DONALD P. BRAMLAGE ATTEST: 1.5

(App Z, LDC, through Supp 16).

Supplement No. 17

Appendix B-194

OR BOOK 04137

PAGE

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NORTH AMERICAN SPECIALTY INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT THE NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester. New Hampshire has made, constituted and appointed, and by these presents does make, constitute and appoint

> James R. Hall, Donald P. Bramlage, Jim W. Henderson Jointly or severally and all of Daytona Beach, Florida

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf and as its act and deed bonds or other writings obligatory in the nature of a bond on behalf of said Company, as surely, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed in the amount of

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SIX MILLION (6,000,000.00) DOLLARS

The Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of North American Specialty Insurance Company at a meeting duly called and held on the 24th of April, 1985.

"RESOLVED, that the President, and Vice President, any Assistant Vice President or any Secretary be and each or any of them hereby is authorized to execute Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of North American Specialty Insurance Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach hereto the seal of the Company." and

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In Witness Whereof, North American Specialty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by one of its Assistant Vice Presidents on the 14th of December, 1998.

Robert M. Solitro, President and Chief Operating Officer

Steven E. Holzwart, Assistant Vice President

State of Ohio S County of Cuyahoga

المشائلة

On this December 14, 1998, before me, a Notary Public personally appeared Robert M. Solitro and Steven E. Holzwart personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of said NORTH AMERICAN SPECIALTY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

James Ziolo Notary Public - State of Ohio My commission expires May 6, 2003



James Ziolo, Notary Public

President

Liptak, Assistant Vice

I. R. Scott Liptak, Assistant Vice President, of NORTH AMERICAN SPECIMENT, INSURANCE COMPANY do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney by said NORTH, MERICAN SPECIALTY INSURANCE COMPANY, which is still in full force and effect. IN WITNESS WHEREOF.

hereto set my hand and affixed the seal of said Company U

BND 1105-1 (rev. 12/99)

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DEVELOPMENT REVIEW

INSPECTION TEAM

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Bond No. 69228877 Effective Date: September 28, 2001

APPROVED FORMS, ETC.

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RIGHT-OP-WAY USE PERMITTING

AIGHT-OF-WAI UTILISATION FEELITE & MAINTENANCE SORD (Streets, Curbs, Store Drains)

NHON ALL NEN BY THESE PRESENTS : -

That we D'Anne Bldg. & Roofing, Inc. , whose address is 2633 Amsden Rd., Winter Park, PL 32792 , hereinafter referred to as "PRINCIPAL" and WESTERN SURFAY COMPANY , hereinafter referred to as "SURFY" are held and firmly bound unto Saminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 State Street, Sauford, Plorida 3771, hereinafter referred to as the COUNTY in the sum of Thirteen Thousand and No/100 (\$13,000.00) for the payment of which we bind ourselves, heirs, exervices Successors and assigns, jointly and severally, fismly by these presents:

WEEREAS, PRINCIPAL has constructed cartain improvements, including streats, curbe, storm drains and other appurtenances in that certain public right-of-way known as <u>Jemin elo Blud Turn loss</u> recorded in Plat Book , Page(s) 12 2 13 , Public Records of Seminole County, Florids; and

WEERARAS, the aforesaid improvements were made pursuant to certain plans and specifications dated $\frac{12-7}{19,2000}$, and filed with the County Encineer of Seminoie County; and

MARRIAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from September 28 ____, KK2001;

NON, INSERTIONE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid isprovements for a period of (2) years from September 28 , 29 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shell 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 SURTY unconditionally covenants and agrees that if the PRINCIPAL fails to yarform, within the time specified, the SURITY, upon 30 days written notice from COUNTY, or its authorised agent or officer; of the default will forthwith correct such defect or defects and pay the cast thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail of refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit 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 uncondition-ally agree. ally agree.

Supplement No .7

Appendix X-19J

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Address: 2633 Amsde Rd.

Wister Park , Fl. 32392

(SEAL) PARS tion V.P ATTEST: Icsi Corrorat

Mdress

101 S. Phillips Ave. Sioux Falls, SD 57104-6703 WESTERN SURETY COMPANY (SEAL)

P. Buechler, Ass't. Sec. ATTEST:Z



(App E, LBC, through Supp 14).

Supplement No. 17

Appendix 3-194

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota. and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

<u>s.</u>	Bruggenan		of <u></u>	oux Falls		
State	of South	Dakota	, its regularly ele	cted Assistant S	ecretary	

as Attomey-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action of proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bundles indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bundles indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bundles indemnify in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waives to modify of course or extend any bond or document executed for this Company, and to compremise and settle any and all claims or demands many or dosing against said Company.

Section 5 At bonds policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate rame of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Solid of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, any Assistant Secretary, or the Treasurer may officers as the Solid of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may officers as the Solid of Directors may authorize. officers as the scale of prectors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attointees in Fraction agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Executive Vice President with the corporate seal affixed this <u>2nd</u> day of <u>October</u> 2001 .

Assistant Secretary

ATTEST a. Vieron

RETY COMP Vice President tephen T. Pate, Executive

STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA

Stephen T. Pate

On this __2nd _____ day of __October _____, 2001 ____, before me, a Notary Public, personally appeared A. Vietor _____ and ____

Executive Vice President who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as _____ and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

Form 672-4-2001



A trell

Notary Public

Bond No 103686689

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND (Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE White's Site Development, Inc. , whose address is <u>POBox 780549</u>, Orlando, FL 32878-0549 , hereinafter referred to as "PRINCIPAL" and Travelers Casualty and Surety Company of America, 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 \$7,825.84(10% of original approved estimate or contract cost) 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 right-of-way known as <u>Cameron Avenue Improvements</u>, recorded in Plat Book <u>N/A</u>, Page(s) N/A , Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 31 , 2001, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects, resulting from faulty materials or workmanship of said improvements for a period of two (2) years from ______, 20_____;

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of two (2) years from 20, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 befect 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 the said permit 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.

Supplement No. 17 Appendix E-193

SEMINOLE CO

Constant Property

LAND DEVELOPMENT CODE

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 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 wither 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 <u>15</u> day of <u>October</u>, 20<u>01</u>.

Address:

PO Box 780549,

Orlando, FL 32878-0549

Address:

One Tower Square, # Hartford, CT 06183-6014

White's Site Development, And (SEAL) RINCZPAL By: Its (19 Corporation) ATTEST (If a Corporation) Travelers Casualty and Surety Company (SEAL). of America Ru Lively L ATTEST:

Inquiries: (407) 834-0022



Supplement No. 17

Appendix E-194

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA TRAVELERS CASUALTY AND SURETY COMPANY FARMINGTON CASUALTY COMPANY Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Harrford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: J. W. Guignard, Bryce R. Guignard, M. Gary Francis, April L. Lively, Deidre Sullivan, Paul J. Ciambriello, Jennifer L. McCarta, of Longwood, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Charman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's scal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company, officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for ourposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

SUR

FTY

BONDS



GUIGNARD COMPANY

October 15, 2001

Seminole County Environmental Services 500 W Lake Mary Blvd Sanford, FL 32773

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Re: Authority to Date Bonds and Powers of Attorney Principal: White's Site Development, Inc. Bond No.: 103686689 Project: Cameron Avenue Improvements

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the dated bonds to our office.

Best fegards, Travelers Casualty and Surety Company of America

ivelv Attorney In Fact and Florida Licensed Agent



09/30/2003 10:2000 4076657003

BOND NO. 6111124-2

APPROVED FORKS, ETC.

RIGHT-OF-WAY USE PERKITTING

RIGBE-OF-WAY DITILISATION PRANTS MAINTERANCE BORD (BITRAIN, Curbs, Storm Dising)

NON ALL HEN BY THESE PERHERTS!

That we CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP , whose address is 385 DOUGLAS AVE. ALTAMONTE SPRINGS EL 32714 , hereinafter referred to as "PRINCIPAL" and SAFECO INSURANCE COMPANY OF AMERICA , hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Plorida, whose address is Seminole County Services Building, 1101 Nest First Streat, Sanford, Florida 32771, hereinafter referred to as the County in the sum of 3 <u>IHREE THOUSAND THREE HUNDRED FIGHTEEN AND NO/100--(53,318.00</u>) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAR, PRINCIPAL has constructed cartain improvements, including streets, ourbs, storm drains and other appurtenances in that cortain public right-of-way known as <u>Park Mainare Vicias</u>, recorded in Flat Book 57, Page(#) <u>35-37</u>, Public Records of Espinole County, Florida; and

NEERERS, the aforesaid improvements ware made pursuant to certain plans and specifications dated $\frac{70-30}{200}$, 19 2000, and filed with the County Engineer of Seminole County; and

NOW, UNDERFORM, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY signingt any defents resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from $\frac{16-1}{10-100}$, 19 2000, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 operat said defect.

The SURGETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURSET, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith corract such defact or defacts and pay the cost thereof, including, but not limited to engineering, legal and contingent set. Should the SURETY fail or refuse to correct said defacts, the COUNTY, in view of the public interest, health, defacty, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies egainst the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

Supplement No. 17

Appendix 2-193

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09/30/2003 10:20 4076657003 SEMINOLE CO

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02.5 LAND DEVELOPMENT CODE

The PRINCIPAL and SURFY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or worksamship, 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 avent the COUNTY should exercise and give affect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hersunder to reimburse the COUNTY the total cost thermof, 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 borrect said defects.

IN WITHENE WEEKBOY, the presents this 29TH day of	JUNE XXX 2001
Address	CENTER HOMES, CHEVADA CENERAL PARTNERSHIP
385 DOUGLAS AVE. ALTAMONTE SPRINGS, FL 32714	BY: CENTEX ADMES IT DEVELOPMENT MEN
	ATTEST: (If & Corporation) Asst. LAW Druge
Addrems A SAFECO PLAZA	SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WA 98185	By: Budgette S. Sackonzess Reporter BRIDGETTE S. JACKSON
	ATTEST Ann Ann

Contraction . COUNTERSIGNED BY: uss. UNLI A. RUSSELL

(App E, LDC, through Supp 16).

Supplement No. 17

Appendix 3-194

09/30/2	2003	10:20	40766570	03	SEMINOLE CO		Pr	AGE 05
S.	S A	FE	CO	POWER OF ATTORNEY		GENERAL INS HOME OFFICE	RANCE COMPANY OF AN URANCE COMPANY OF A SHINGTON 98185	IERICA MERI CA
						No. 7386		
KNOW ALL BY That SAFECO I appoint				CA and GENERAL INSURA	NCE COMPANY OF AM		ashington corporation, c	loes each hereby
*********LAW	RENCE	W. WALDIE; (CARMEN MIMS:	BRIAN M. LEBOW: DEBOR	AH GRIFFITH; ALLYSO)	1 DEAN; BRIDGE	TTE S. JACKSON; Daila;	, Texas********
issued in the co	urse of it	s business, a	nd to bind the res	y to execute on its behalf fic spective company thereby. OMPANY OF AMERICA a				
attested these p								AI EXECUTED BUD
			1	this <u>lsr</u>	day	of June		2001
	Î	Rab	Pierso	7-	/	tile 1	Megarice	<u> </u>
and the second second second	R.A.	PIERSON, S	ECRETARY			MIKE MC	SAVICK, PRESIDENT	
			Extract from	CERTI In the By-Laws of SAFECO 1	FICATE			
instrument maki undertaking of t	ing or ev he comp	videncing suc any, the seal, ity of any suc	in appointment, or a facsimile th h instrument or u		ed by facsimile. On any affixed or in any other ma	r instrument cont nner reproduzed;	erring such authority or provided, however, that	on any bond or
direct.	1.444	-> Extract		on of the Board of Directors of ERAL INSURANCE COMPA			MERICA	
"On any certifica	ile execu	led by the Se	cretary or an ass	istant secretary of the Comp	any setting out,	т. 4 5 г. 6		
(i) The	: provision	ns of Article V	/, Section 13 of the	te By-Laws, and nt, executed pursuagt thereto	, and			
(iii) Cert	tifying the	at said power-	of attorney appoi	intment is in full force and eff le, and the seal of the Compa	fect.	reof."		
foregoing extrac	ts of the	Bv-Laws and	of a Resolution	COMPANY OF AMERICA and of the Board of Directors of the the Power of Attorney are sti	these corporations, and of	NCE COMPANY	OF AMERICA, do here ney issued pursuant the	by certify that the reto, are true and
IN WITNESS W	HEREO	F, I have here	unto set my hand	I and affixed the facsimile se	al of said corporation			
				this <u>297H</u>	day	of JUN	IE	2001
	Con Si	COMPLET C	Super	COMPANE PORATE			10:00	
fe	STA DE	953 MS10		azz 1			a Pierson, secretary	

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