

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Road Maintenance Bonds

DEPARTMENT: Public Works **DIVISION:** Road Operations & Stormwater

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 5710
W. Gary Johnson, P.E. Mark Flomenfelt, P.E., Manager
Director, Dept. Public Works Road Operations & Stormwater

Agenda Date <u>12-9-03</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:
Approve release of Road Maintenance Bonds.

BACKGROUND:

Road Maintenance Bond #3SM 044 223 00 in the amount of \$2,360.00 for the project known as The Sanctuary PUD Ph 1.
District 1

Road Maintenance Bond #6134075 in the amount of \$17,081.00 for the project known as Magnolia Plantation Phase 3.
District 5

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.

Reviewed by:
Co Atty: <u>NA</u>
DFS: <u>NA</u>
Other: <u>NA</u>
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWR01</u>

CENTEX HOMES

Orlando Division

385 Douglas Avenue, Suite 200
Altamonte Springs, FL 32714

Office: (407) 661-2180
Fax: (407) 661-4080

www.centexhomes-orlando.com

October 30, 2003

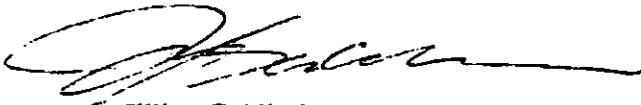
Seminole County
Attn: Gail Blackwelder
Fax: 407-665-5742

Re: Release of Magnolia Plantation Phase 3
Bond Amount \$17,081.00
Bond #6134075
District #5

Dear Gail;

Centex Homes is requesting the release of the above referenced bond. It has been walked and approved by Seminole County. Please see attached. Should you have any questions, please feel free to contact me at 407-466-8075. Thank you in advance for your time.

Sincerely,



Jillian Galdieri
Asst. Land Development Manager



No 7386

OW ALL BY THESE PRESENTS:

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

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
red in the course of its business, and to bind the respective company thereby.

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

this 1st day of June, 2001

R.A. Pierson

R.A. PIERSON, SECRETARY

Mike McGavick

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
act 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.

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

R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the
joining 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.

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

this 28th day of August, 2001



R.A. Pierson

R.A. PIERSON, SECRETARY

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 28TH day of AUGUST, 2001.

Address:
385 Douglas Ave
Altamonte Springs, FL 32714

CENTEX HOMES, a Nevada General Partnership
Principal (SEAL)

By: [Signature] Its: Dev. Home
(If a corporation) Centex Homes

Attest: [Signature] Its: Land Dev. Co. of Fla.
(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]

BOND NO. 6134075

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 MAGNOLIA PLANTATION Ph 3 Homeowners Association and each and all purchasers of lots within MAGNOLIA PLANTATION Ph 3 subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of SEVENTEEN THOUSAND EIGHTY ONE AND NO/100 (\$ 17,081.00) 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 OCTOBER 29, 2001.

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 OCTOBER 29, 2001, 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.

PLANNING AND DEVELOPMENT DEPARTMENT



DEVELOPMENT REVIEW DIVISION

October 27, 2003

Certified
7003 1010 0003 7840 3816

Jill Galdieri
Centex Homes
385 Douglas Ave. Ste 2000
Altamonte Springs, FL 32714

RE: Private Road Maintenance Agreement

Project Name: Magnolia Plantation Phase 3
Bond Amount: \$17,081.00
Bond # 6134075
District # 5

Dear Ms. Galdieri:

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 10/24/2003 to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement.

As of 10/24/2003, the Seminole County Development Review Inspectors found no deficiencies therefore, the above mentioned Road Maintenance Agreement may be released as required by the LDC.

Please contact Gail Blackwelder, 520 W. Lake Mary Blvd, Sanford, FL, 32773; phone, 407-665-5710 for additional information for procedures to release the Maintenance Bond. Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

Please contact me at 665-7409, should you require any further information.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Laracuente" with a small flourish at the end.

Jacqueline Laracuente
Construction Inspection Supervisor

JL

cc: Jean Abi-Aoun, Principal Engineer
Becky Noggle, Environmental Services
Ira Barrow, Road Operations Manager
Steve Hrindich, Lead Inspector, Road Operations
Scott Brooke, Development Review Inspector
Gail Blackwelder, Sr. Staff Assistant
File

Office: Long Grove, IL 60049

POWER OF ATTORNEY

Witnessed By These Presents:

of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Illinois, having their principal office in Long Grove, Illinois (hereinafter collectively referred to as the "Company") do hereby appoint

Jarina Monroe, Victoria M. Campbell and Thomas G. McCall of Newport Beach, CA (EACH)

as true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending on the date specified below, unless sooner revoked for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit which is set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF December 31, 2001

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

NOTED: That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

NOTED: That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile of any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be true and binding upon the Company."

In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this May 8, 2000.

Witnessed and Certified:

Lumbermens Mutual Casualty Company
American Motorists Insurance Company
American Manufacturers Mutual Insurance Company

Robert A. Thomas



J. S. Kemper III

Robert A. Thomas, Secretary

by

J. S. Kemper, III, Exec. Vice President

STATE OF California
COUNTY OF Orange } SS.

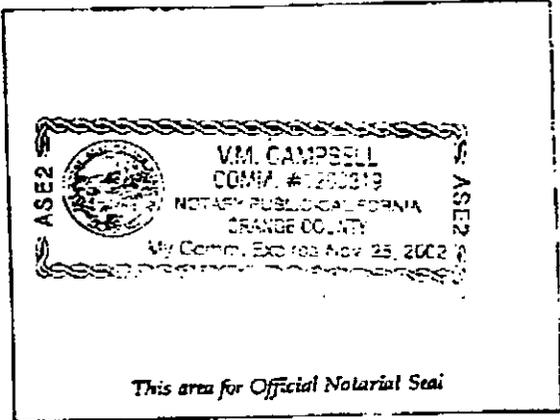
On November 26th, 2001, before me, V.M. Campbell, Notary Public

PERSONALLY APPEARED Janina Monroe

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature V.M. Campbell



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
- TITLE(S) _____
- PARTNER(S) LIMITED
 - ATTORNEY-IN-FACT GENERAL
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

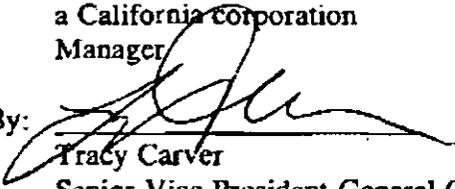
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

THE SANCTUARY-OVIEDO LIMITED PARTNERSHIP,
a Florida limited partnership

By: FL MSII/SEPII GP, L.C.,
a Florida limited liability company
General Partner

By: Hearthstone,
a California corporation
Manager

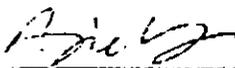
By: 
Tracy Carver
Senior Vice President-General Counsel

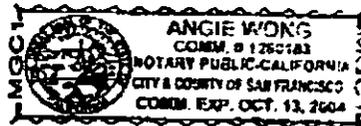


State of California)
) ss.
County of San Francisco)

On December 27, 2001, before me, ANGIE WONG (Notary Public), personally appeared TRACY T. CARVER, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary's Signature



(Seal)

LAND DEVELOPMENT CODES

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 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 26th day of November, 2001.

Address: The Sanctuary - Oviedo, L.P. (SEAL)
PRINCIPAL

By: See attached. Its: _____
(If a corporation)

ATTEST: _____ Its: _____
(If a corporation)

Address: American Motorists Insurance Company (SEAL)
SURETY

By: *Janina Monroe*
Its Attorney-in-Fact Janina Monroe

ATTEST: _____

(App E, LDC, through Supp 16).

Bond No.: 3SM 044 223 00
 Premium: \$100.00 per annum

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

That we The Sanctuary-Oviedo, L.P. whose address is _____, hereinafter referred to as "PRINCIPAL" and American
Crists Insurance Company, whose address is 7470 N. Figueroa, Los Angeles, CA 90041
 _____, 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 \$100,000 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 subdivision described
 as Sanctuary RD Phase I a plat of which is recorded in Plat Book 58
Page 27-64, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and
 specifications dated _____, 19____, 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 and to
 maintain said improvements for a period of two (2) years from November 30, 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 and maintain
 said improvements for a period of two (2) years from November 30, 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 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 uncondition-
 ally agree.

PLANNING AND DEVELOPMENT DEPARTMENT



DEVELOPMENT REVIEW DIVISION

October 6, 2003

Certified
7003 1010 0003 7840 3748

Mr. Paul Kirsch
Construction Superintendent, The Sanctuary
CROSSWINDS COMMUNITIES
1158 Sanctuary Drive
Oviedo, FL 32766

RE: **Public Road Maintenance Agreement**

Project Name: The Sanctuary PUD Ph 1 00-00700011
Bond Amount: \$2360.00
Bond # 3SM 044 223 00
District # 1

Dear Mr. Kirsch:

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 09/26/2003 to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement.

As of 09/26/2003, the Seminole County Development Review Inspectors found no deficiencies, therefore, the above mentioned Road Maintenance Agreement may be released as required by the LDC.

Please contact Gail Blackwelder, 520 W. Lake Mary Blvd. Sanford, FL, 32773; phone, 407-665-5710 for additional information for procedures to release the Maintenance Bond. Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

Please contact me at 665-7409, should you require any further information.

Sincerely,

Jacqueline Laracuente
epn

Jacqueline Laracuente
Construction Inspection Supervisor

JL

cc: Jean Abi-Aoun, Principal Engineer
Becky Noggle, Environmental Services
Ira Barrow, Road Operations Manager
Steve Hrindich, Lead Inspector, Road Operations
Roger Fox, Development Review Inspector
Gail Blackwelder, Sr. Staff Assistant
File