

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

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

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

**AUTHORIZED BY:** Dori DeBord **CONTACT:** Brian Walker **EXT.** 7337

<b>Agenda Date</b> <u>12/12/2006</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 Talman Mews Phase I Maintenance Agreement and Developer's Cash Maintenance Bond, for road improvements.

Districts 1 (Dallari)

(Brian Walker – Planner)

**BACKGROUND:**

The following 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. The Cash Maintenance Bond and Maintenance Agreement were replaced with Maintenance Bond # 21331 (Lincoln General Insurance Company) in the amount of \$15,559.00 for the remainder of the two years at which time a two year maintenance inspection will be conducted by staff for this project. The replacement bond has been recorded into the County records.

- **Talman Mews Phase I**  
Maintenance Bond for \$15,559.00 (Cash)

**STAFF RECOMMENDATION:**

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

Attachments: Copy of Maintenance Agreement and Developer's Cash Maintenance Bond, deposit memo, a copy of the original check and copy of the replacement bond.

<b>Reviewed by:</b>
Co Atty: <u>KCF</u>
DFS: _____
Other: <u>BB</u>
DCM: <u>BB</u>
CM: <u>ABC</u>
File No. <u>cpdd02</u>

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT

(For use with Cash Bond)

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of September, 2005, between J. C. Bartfield, hereinafter referred to as "PRINCIPAL" and the Talman Meadows Phase I Homeowner's Association of subdivision (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 Talman Meadows Phase I Subdivision.

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Talman Meadows Phase I, a Plat of which is recorded in Plat Book 60, Pages 3 & 4, Public Records of Seminole County, Florida; and

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

WHEREAS, PRINCIPAL is obligated to protect the BENEFICIARY and owners of lots within the subdivision (hereinafter referred to as LOT OWNERS) against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from September 15, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY/HOLDER, (cash/ Certified Check/ Money Order) in the sum of Fifteen thousand five hundred and fifty nine DOLLARS (\$ 15,559) (in U.S. Currency).

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

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the BENEFICIARY/ HOLDER in the sum of Fifteen thousand five hundred and fifty nine DOLLARS (\$ 15,559) 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 September 15, 2005, 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 Talman Meadows Phase I 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.

**BENEFICIARY:**

Talman Meadows HOA

ATTEST/WITNESSES:

James R. Allen  
JAMES R. ALLEN

By: [Signature] J. Scarfield  
Date: September 15, 2005

Signed, sealed and delivered in the presence of:

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

**PRINCIPAL:**

[Signature] J. Scarfield  
By: J. Scarfield  
Date: Sept 15, 2005



PRIVATE ROAD DEVELOPER'S CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned JC Zapf, as PRINCIPAL is held and firmly bound unto the Talman Meadows Homeowner's Association or SEMINOLE COUNTY on behalf of purchasers of lots in subdivision, a political subdivision of the State of Florida, as the case may be, in the cash penal sum of Fifteen thousand five hundred and 00/100 DOLLARS (\$ 15,559), which sum has been deposited in escrow with the Homeowner's Association or 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 Talman Meadows, Phase I 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 April 2004 including surveying, engineering, and land clearing, for Talman Meadows, Phase I 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 subdivision.]

DATED September 15, 2005

JC Zapf (SEAL)  
Principal  
\_\_\_\_\_  
Principal (SEAL)  
\_\_\_\_\_  
Principal (SEAL)

PLANNING AND DEVELOPMENT DEPARTMENT  
DEVELOPMENT REVIEW DIVISION



DATE: October 22, 2004  
TO: Denise Dudley, Auditor  
County Finance  
FROM: Connie Smith, Senior Staff Support  
Development Review  
RE: Cash Bond Payment/Private Road Maintenance Agreement

Please deposit \$15,559.00 cash payment from Florida Home Constructors, Inc./J. Barfield for Talman Mews Phase I, into escrow account # 10400-220200 for Planning/Development Review Inspections Division.

If you have any questions, please contact me at ext. 7410.

Thank you for your assistance.

RECEIPT No 62452  
SEMINOLE COUNTY, FLORIDA  
Date 9/22 2005  
Received from Development Review  
Address \_\_\_\_\_  
Description CASH Bond Payment

Account Number	Amount	Description
-----	15,559.00	FLORIDA HOME CONSTRUCTORS
-----		
-----		
-----		
-----		
Total Amount	15,559.00	
Check No. 1970	Cash	By DDUDLEY

Board of County Commissioners

SEP-5-2006 13:55 FROM: FSU INSURANCE 4072601275

TO: 13052298451

P: 4/9

FROM : FBCONSTR

PHONE NO. : 4076570900

## REPLACEMENT BOND COPY

SUEMMECK AND SITE PLAT

Bond #21331

## PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Talman Mews, LLC, hereinafter referred to as "Principal" and Lincoln General Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto the Seminole County Homeowners Association and each and all purchasers of lots within Talman Mews subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ 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 subdivision described as 1 Year Maintenance Bond for all other constructio a plat of which is recorded in Plat Book 66, Page 3-4, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated           , 20          , and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of One (1) year from Sept 15, 2006

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 One (1) years from           , 20          , 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 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, any 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 agree 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 and contingent cost, together with any

BOND PREMIUM BASED ON  
FINAL CONTRACT PRICE

FROM : FGCONSTR

PHONE NO. : 4076670900

damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

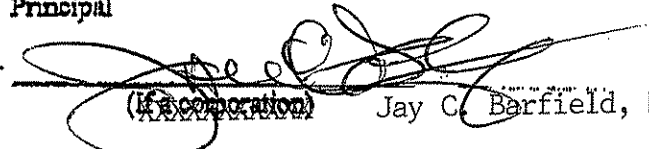
[This Bond shall be held by Seminole County, a political subdivision of the state of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 2nd day of October, 2006

Name and Address: Talman Mews LLC (Seal)

Principal

157 East New England Ave.  
Winter Park, FL 32789


  
(If a corporation) Jay C. Barfield, Manager

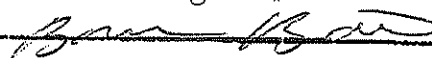
Attest: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a corporation)

Name and Address: Lincoln General Insurance Company (Seal)

Surety

3350 Whiteford Road  
York, PA 17402

By:  Its: \_\_\_\_\_  
Its Attorney-in-Fact Burton Harris  
& Fla. Resident Agent #A111883

Attest:   
XXXXX  
witness

(App E, LDC, through Supp 16).



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS; That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

*Burton Harris; Christine Marshall Harris; Marina Mercedes Ramil*

Its true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature in an amount not to exceed Three Million Dollars (\$3,000,000), and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4<sup>th</sup> day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

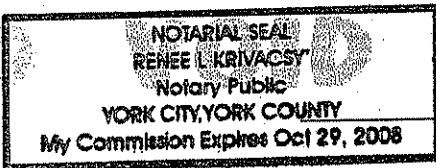
IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15<sup>th</sup> day of October, 2004.

*[Signature]*  
Secretary

*[Signature]*  
President

On this 15<sup>th</sup> day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument; that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania  
York County



*[Signature]*

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 2nd day of October, 2006.

*[Signature]*  
Secretary

**PLANNING AND DEVELOPMENT**



**TO:** Sandy McCann  
Clerk of the Circuit Court

**FROM:** BeJay Harbin *ijh*

**DATE:** October 11, 2006

**RE:** For your Information

Attached please find the following **Maintenance Bond/s** for submission into the Public Records.

Year	Developer	Surety	Name of Project & Project #	Amount of Bond
2006	Talman Mews, LLC	Lincoln General Insurance Company	Talman Mews Phase 1 04-05500015	\$15, 559.00

If you have any questions please call me at extension 7410 Thanks.