

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Upsala Road - Regency Oaks.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Upsala Road ROW - Regency Oaks Right of Way Utilization Permit Maintenance Bond #929367674 in the amount of \$8,103.00 for the Upsala Road ROW - Regency Oaks road improvements.

District 5 Brenda Carey

Lee Shaffer

BACKGROUND:

Maintenance Bond #929367674 for \$8,103.00 (Continental Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Upsala Road ROW - Regency Oaks Right of Way Utilization Permit. A two year maintenance inspection was conducted by staff for this project located on the west side of Upsala Road, south of SR 46 and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Upsala Road ROW-Regency Oaks Right of Way Utilization Permit Maintenance Bond #929367674 in the amount of \$8,103.00 for the Upsala Road ROW - Regency Oaks road improvements.

ATTACHMENTS:

1. Right of Way Utilization Permit Maintenance Bond
2. Power of Attorney

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Kimberly Romano)</p>

RIGHT-OF-WAY USE PERMITTING

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

KNOW ALL MEN BY THESE PRESENTS:

That we Pulte Home Corporation, whose address is 4901 Vineland RD, Ste 500, Orlando, FL 32811, hereinafter referred to as "PRINCIPAL" and Continental 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 \$ 8,103.00 (eight thousand one hundred* for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:
*three and 00/100)

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as Regency Oaks, recorded in Plat Book _____, Page(s) _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated FEB. 11, 20 05, 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 October 26, 20 05;

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 Oct. 26, 20 05 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.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 26th day of October, 2005.

Name and Address:
Pulte Home Corporation
4901 Vineland Rd, Ste 500
Orlando, FL 32811

Pulte Home Corporation (Seal)

PRINCIPAL

By: Calvin R. Boyd Its: Dir. of Treasury Operations
(If a corporation) Calvin R. Boyd

Attest: Jan M. Klein Its: Assistant Secretary
(If a corporation)

Name and Address:
Continental Insurance Company
33 E. Butterfield Rd, Ste 810
Lombard, IL 60148

Continental Insurance Company (Seal)

SURETY

By: James I. Moore Its: Attorney-in-Fact
Its Attorney-in-Fact James I. Moore
Florida License No. A183300

Attest: Julia A. Jacobs

(App E, LDC, through Supp 16).

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Peggy Faust, Kelly A Jacobs, Melissa Schmidt, Elaine Marcus, JenniferJ McComb, Mary Beth Peterson, Christine Woods, Michael J Scheer, James I Moore, Individually

of Westmont, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them 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 is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of August, 2005.



The Continental Insurance Company

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of October, 2005.



The Continental Insurance Company

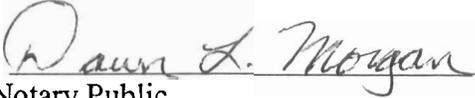
Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

STATE OF ILLINOIS }
 }
COUNTY OF DU PAGE }

On October 26, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore, known to me to be Attorney-in-Fact of Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 29, 2008


Notary Public

