

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Authorize Release of the Maintenance Bond for Streets Curbs and Storm Drains for the Clifton Park Subdivision.

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

**AUTHORIZED BY:** Dori DeBord                      **CONTACT:** Larry Poliner                      **EXT:** 7318

**MOTION/RECOMMENDATION:**

Authorize the release of the Clifton Park Subdivision Maintenance Bond for Streets, Curbs and Storm Drains #024-010-905-M2 in the amount of \$216,599.95 for the Clifton Park Subdivision road improvements.

District 1 Bob Dallari

Larry Poliner

**BACKGROUND:**

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Clifton Park Subdivision project to have a Maintenance Bond for Streets, Curbs and Storm Drains, specifically, Maintenance Bond #024-010-905-M2 in the amount of \$216,599.95 (Liberty Mutual Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at SR 46 and Deep Lake Road and determined the improvements to be satisfactory.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the release of the Clifton Park Subdivision Maintenance Bond #024-010-905-M2 in the amount of \$216,599.95 for the Clifton Park Subdivision road improvements.

**ATTACHMENTS:**

- 1. Maintenance Bond
- 2. Power of Attorney
- 3. Request Letter

<p><b>Additionally Reviewed By:</b></p> <p><input checked="" type="checkbox"/> County Attorney Review ( Kathleen Furey-Tran )</p>
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SUBDIVISION AND SITE PLAN  
MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

That we, The Ryland Group, Inc., whose address is 4700 Millenia Boulevard, Suite 400, Orlando, Florida, hereinafter referred to as "PRINCIPAL" and Liberty Mutual Insurance Company, whose address is 505 South Main Street, Suite 380, Orange CA 92868, 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 "COUNTY," in the sum of TWO HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETY-NINE AND 95/100 DOLLARS (\$216,599.95) (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Clifton Park, a plat of which is recorded in Plat Book 70, Pages 1 through 7, Public Records of Seminole County, Florida: and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated June 1, 2005, 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 December 29, 2006.

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvement for a period of two (2) years from December 29, 2006, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

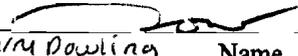
The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails 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 costs. 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 unconditionally agree.

The PRINCIPAL and the 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, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable 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 such defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 6<sup>th</sup>  
day of December, 2006.

Address:  
4700 Millenia Boulevard  
Suite 400  
Orlando, Florida 32839

THE RYLAND GROUP, INC.

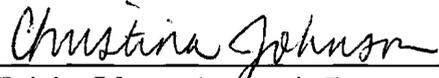
By:   
Lura Dowling Name  
Its: Assistant Vice President  
Title



CORPORATE SEAL

Address:  
505 South Main Street,  
Suite 830  
Orange CA 92868

LIBERTY MUTUAL INSURANCE COMPANY  
Surety

By:   
Christina Johnson, Attorney-in-Fact



CORPORATE SEAL

THIS BOWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**CESAR F. JAVIER, JEFFREY STRASSNER, KRISTINE MENDEZ, NATALIE K. TROFIMOFF, TENZER CUNNINGHAM, CHRISTINA JOHNSON, PATRICIA S. TALAVERA, SHANNA E. JUDSON, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY FIVE MILLION AND 00/100 DOLLARS (\$ 75,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of We following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of June, 2006

LIBERTY MUTUAL INSURANCE COMPANY

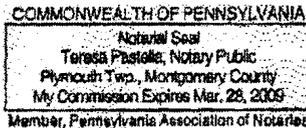
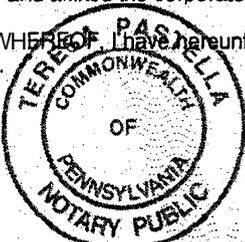


By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of June, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said company, this 6th day of December, 2006



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, or in, life or currency rate or residential value

To confirm the validity of this Power of Attorney call 1-610-8328 24/7 between 9:00 am and 4:30pm EST on any business

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 12/06/06 before me, Shanna E. Judson. Notary Public

personally appeared Christina Johnson

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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]  
SIGNATURE OF NOTARY

Notary Public Seal

**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.

**DESCRIPTION OF ATTACHED DOCUMENT:**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

DOCUMENT DATE: \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

Signer's Name: \_\_\_\_\_

Signer's Name \_\_\_\_\_

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER

CORPORATE OFFICER

Title(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

PARTNER(S)  LIMITED  GENERAL

PARTNER(S)  LIMITED  GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

OTHER: \_\_\_\_\_

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_

JAN 23 2009

DEVELOPMENT REVIEW

Orlando Division

4700 Millenia Boulevard  
Suite 400  
Orlando, FL 32839

407-226-2500 Tel  
407-354-1661 Fax

[www.ryland.com](http://www.ryland.com)

January 19, 2009

BeJay Harbin  
1301 E. 2<sup>nd</sup> Street  
Sanford, FL 32771

Dear BeJay Harbin,

As per the attached letter from Keith Denton at Seminole County Planning and Development, may this letter serve as notice we that we are requesting the release of the following Private Road Maintenance Bond:

Project Name: Clifton Park Subdivision  
Bond#: 024-010-905-M2  
Bond Amount: \$216,599.95  
District#: 1

Thank you in advance for your assistance.

Sincerely,



Larry Dowling  
VP of Finance  
(407) 226-2523