

---

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Approve the Release of a Performance Bond for Riviera Subdivision

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

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Brian Walker

**EXT:** 7337

**MOTION/RECOMMENDATION:**

Authorize the release of Performance Bond #5022521 for Riviera Subdivision as requested by Mercedes Homes, Inc., applicant.

District 4 Carlton D. Henley

Brian Walker

---

**BACKGROUND:**

Riviera Subdivision is located on South Sun Drive in Section 18, Township 20S, Range 30E. The following Performance Bond was required as part of the Land Development Code Section 35.44, Required submittals for final plat, Part (e) Additional Required Legal Submittals, Sub-part (1) Bonds, to secure the construction and completion of the subdivision improvements for Riviera Subdivision:

- Performance Bond # 5022521 in the amount of \$47,355.00 (Bond Safeguard Insurance Company)

The above referenced bond for improvements was replaced with the following Irrevocable Standby Letter of Credit:

- Letter of Credit # 31 99116/AR45 in the amount of \$13,526.60 (Colonial Bank)

The reason for the replacement is that all work covered by the performance bond is now complete and has been inspected and approved by staff. A maintenance bond is required to replace the performance bond to guarantee work quality for a period of two years.

**STAFF RECOMMENDATION:**

Staff recommends that the Board authorize the release of Performance Bond #5022521 for Riviera Subdivision as requested by Mercedes Homes, Inc., applicant.

**ATTACHMENTS:**

1. Performance Bond # 5022521
2. Irrevocable Letter of Credit # 31 99116/AR45

**Additionally Reviewed By:**

County Attorney Review ( Kathleen Furey-Tran )

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND NO. 5022521

KNOW ALL MEN BY THESE PRESENTS:

That we, Mercedes Homes, Inc., hereinafter called the "Principal", and Bond Safeguard Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of Forty Seven Thousand Three Hundred Fifty Five and No/100 (\$47,355.00), lawful money of The United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County of a plat of a certain subdivision known as Riviera has covenanted and agreed with Seminole County to construct Sidewalks, Curbs, Landscaping & Irrigation based upon development plans and plans and specifications pertaining to said subdivision, said development plans and plan specifications being dated 10<sup>th</sup> day of May, 2005, and being on file with the County Engineer of Seminole County, Florida and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the condition of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specification dated the 10<sup>th</sup> day of May, 2005, or within two (2) years of the date of the approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless Seminole County against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specifications above referred to, within the time specified, the Surety upon forty-five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, Seminole County, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and

SEMINOLE COUNTY LAND DEVELOPMENT CODE

filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or 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 Seminole County, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents the 22<sup>nd</sup> day of June, 2006.

Address:

6767 N. Wickham Road, Ste. 500.  
Melbourne, FL 32940

Mercedes Homes, Inc. (SEAL)

Principal

By: [Signature]

Its CEO

(if corporation)

ATTEST: [Signature]

Its Vice President

(if corporation)

CORPORATE SEAL

Bond Safeguard Insurance Company

Surety

By: [Signature]

Dawn L. Morgan, Its Attorney-in-Fact  
Florida License #P011322

ATTEST: [Signature]

Melissa Schmidt

Address:

1919 S. Highland Ave., Bldg. A-Ste. 300  
Lombard, IL 60148

(App E, LDC, through Supp 16; Ord. No. 95-4, § 16, 6-26-95)

AO 44276

**POWER OF ATTORNEY**  
**Bond Safeguard** INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: James I. Moore, Irene Diaz, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman \*\*\*\*\* its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of Indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY *David E. Campbell*  
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above Instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/09

*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 22nd Day of June, 2006



*Donald D. Buchanan*  
Donald D. Buchanan  
Secretary





UNAUTHORIZED COPY

COPY COPY COPY COPY

STANDBY LETTER OF CREDIT NUMBER 31 99116/AR45

PAGE 1

PLACE OF ISSUE : SUNRISE  
DATE OF ISSUE : JULY 21, 2008

IRREVOCABLE  
STANDBY LETTER OF CREDIT

ADVISED BY MAIL

DATE AND PLACE OF EXPIRY  
JULY 21, 2010

APPLICANT  
SUNCOR PROPERTIES, INC.  
3445 FOR MEADOW COURT  
LONGWOOD, FL 32779

BENEFICIARY  
SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
1101 EAST FIRST STREET  
SANFORD, FLORIDA 32771

ADVISING BANK  
NOT APPLICABLE

AMOUNT USD13,526.60 U.S. DOLLARS  
THIRTEEN THOUSAND FIVE HUNDRED TWENTY  
SIX AND CENTS SIXTY ONLY

CREDIT AVAILABLE WITH  
COLONIAL BANK  
BY PAYMENT  
AGAINST PRESENTATION OF THE DOCUMENTS  
DETAILED HEREIN

DEAR COMMISSIONERS:

BY ORDER OF SUNCOR PROPERTIES INC. WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON COLONIAL BANK, UP TO AN AGGREGATE AMOUNT OF (THIRTEEN THOUSAND FIVE HUNDRED TWENTY SIX UNITED STATES DOLLARS AND 60/100) \$13,526.60 AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 18 2008, BETWEEN SUNCOR PROPERTIES, INC. AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JULY 21, 2010 AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 31 99116/AR45 OF COLONIAL BANK, DATED JULY 21, 2008 AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT, THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHRENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH SUNCOR PROPERTIES, INC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND

THE SUM IS \$26,604

COPY COPY COPY COPY

COPY COPY COPY COPY

COPY COPY COPY COPY

UNAUTHORIZED COPY



STANDBY LETTER OF CREDIT NUMBER 31 99116/AR45

PAGE 2

PLACE OF ISSUE : SUNRISE

DATE OF ISSUE : JULY 21, 2008

CONTINUATION OF

STANDBY LETTER OF CREDIT

ADVISED BY MAIL

DATE AND PLACE OF EXPIRY  
JULY 21, 2010

APPLICANT

SUNCOR PROPERTIES, INC.  
3445 FOR MEADOW COURT  
LONGWOOD, FL 32779

BENEFICIARY

SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
1101 EAST FIRST STREET  
SANFORD, FLORIDA 32771

PAYMENT AGREEMENT DATED JULY 18, 2008, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REANOSABLE ATTORNEYS' FEES, BUT COLONIAL BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENTS, INSTRUMENT OR AGREEMENT.

ALL DRAWINGS, CORRESPONDENCE AND COMMUNICATIONS MUST BE FORWARDED TO THE FOLLOWING ADDRESS:

COLONIAL BANK  
1580 SAWGRASS CORPORATE PARKWAY  
SUITE 310  
SUNRISE, FL 33323  
ATTN: LETTERS OF CREDIT DEPT.  
PHONE: (954)839-1103, FAX: (334)481-4005

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 590.



STANDBY LETTER OF CREDIT NUMBER 31 99116/AR45

PAGE 3

PLACE OF ISSUE : SUNRISE  
DATE OF ISSUE : JULY 21, 2008

CONTINUATION OF  
STANDBY LETTER OF CREDIT

ADVISED BY MAIL

DATE AND PLACE OF EXPIRY  
JULY 21, 2010

APPLICANT  
SUNCOR PROPERTIES, INC.  
3445 FOR MEADOW COURT  
LONGWOOD, FL 32779

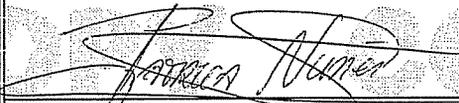
BENEFICIARY  
SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
1101 EAST FIRST STREET  
SANFORD, FLORIDA 32771

\*\*\*\*\* END OF CREDIT \*\*\*\*\*

THIS AREA INTENTIONALLY BLANK

THIS DOCUMENT CONSISTS OF 3 PAGES

FOR AND ON BEHALF OF  
COLONIAL BANK

  
AUTHORIZED SIGNATURE(S)