
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of a Private Road Maintenance Bond for Deer Run Villas aka The Villas at Deer Run

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

AUTHORIZED BY: Dori DeBord

CONTACT: Tony Nelson

EXT: 7341

MOTION/RECOMMENDATION:

Authorize the release of the Deer Run Villas aka The Villas at Deer Run Maintenance Bond #6360542-1 in the amount of \$22,994.90 for the Deer Run Villas aka The Villas at Deer Run road improvements.

District 1 Bob Dallari

Tony Nelson

BACKGROUND:

Maintenance Bond #6360542-1 for \$22,994.90 (Safeco Insurance Company of America) 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 Deer Run Villas aka The Villas at Deer Run Private Road Maintenance Bond. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Deer Run Villas aka The Villas at Deer Run Private Road Maintenance Bond #6360542-1 in the amount of \$22,994.90 for the Deer Run Villas aka The Villas at Deer Run road improvements.

ATTACHMENTS:

1. Agreement
2. Power of Attorney

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 6360542-1

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 Villas at Deer Run Townhome Owners Association, Inc. and each and all purchasers of lots within The Villas at Deer Run subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of Twenty-Two Thousand Nine Hundred Ninety-Four and 90/100*** (\$22,994.90) 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 Villas at Deer Run, a plat of which is recorded in Plat Book _____, Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 13, 2005 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 two (2) years from August 30, 2005;

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 August 30, 2005, 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 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 30th day of August, 2005.

Name and Address:

CENTEX HOMES, a Nevada general partnership (SEAL)
PRINCIPAL

385 Douglas Ave., Suite 2000
Altamonte Springs FL 32714

By: [Signature] Its: DIVISION
PRESIDENT
(If corporation)

ATTEST: _____ Its: _____
(If a corporation)

Name and Address:

SAFECO INSURANCE COMPANY OF AMERICA (SEAL)
SURETY

12750 Merit Drive, Suite 710
Dallas, TX 75251

By: [Signature]
Carmen Mims, Attorney-In-Fact

ATTEST: [Signature]
Tim Hayden, Witness



POWER OF ATTORNEY

Safeco Insurance Companies
PO Box 34526
Seattle, WA 98124-1526

No. 6485

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

PHILIP N. BAIR; JANIE CERMENO; VICIE COLEMAN; ERIC S. FEIGHL; JOYCE A. JOHNSON; JIMMYE LANGFORD; PHYLLIS RAMIREZ; Houston, Texas; JOHN DEAL; BRIAN M. LEBOW; CARMEN MIMS; ALLYSON DEAN; Dallas, Texas**

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

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

this 14th day of June, 2005

Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Handwritten signature of Mike Peters

MIKE PETERS, PRESIDENT, SURETY

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 execute 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...

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.

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

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing 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.

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

this 30th day of August, 2005



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY