

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Dr. Edward Stoner Way-Copper Chase

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

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

MOTION/RECOMMENDATION:
Authorize the release of the Dr. Edward Stoner Way-Copper Chase Right of Way Utilization Permit Maintenance Bond #5025994 in the amount of \$20,838.53 for the Dr. Edward Stoner Way ROW – Copper Chase road improvements.

District 1 Bob Dallari Lee Shaffer

BACKGROUND:
Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Dr. Edward Stoner Way – Copper Chase project to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #5025994 for \$20,828.53 (Bond Safeguard 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 Dr. Edward Stoner Way and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:
Staff recommends that the Board authorize the release of the Dr. Edward Stoner Way Right-of-Way-Copper Chase Right-of-Way Utilization Permit Maintenance Bond #5025994 in the amount of \$20,838.53 for the Dr. Edward Stoner Way ROW – Copper Chase road improvements

- ATTACHMENTS:**
1. Right-of-Way Utilization Permit Maintenance Bond
 2. Power of Attorney

Additionally Reviewed By: <input checked="" type="checkbox"/> County Attorney Review (Melissa Clarke)

RIGHT-OF-WAY USE PERMITTING

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

KNOW ALL MEN BY THESE PRESENTS:

That we KB HOME Orlando, LLC, whose address is
9102 Southpark Center Loop, 2nd Floor, #200 Orlando, FL, hereinafter referred to as
"PRINCIPAL" and Bond Safeguard Insurance Company ³²⁸¹⁹, 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
\$ 20,838.53 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 public right-of-way known as
Copper Chase, recorded in Plat Book 71, Page(s) 14, Public
Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and
specifications dated February 26, 20 06, 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 APRIL 24, 20 07;

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 APRIL 24, 2007,
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 19th day of March, 20 07.

Name and Address:

KB HOME Orlando, LLC
9102 Southpark Center Loop, 2nd Floor, #200
Orlando, FL 32819 (Seal)

PRINCIPAL

By: [Signature] Its: VP of Land
(If a corporation)

Attest: [Signature] Its: Development Project Manage
(If a corporation)

Name and Address:

Bond Safeguard Insurance Company
1919 S. Highland Ave., Bldg. A, Suite 300
Lombard, IL 60148 (Seal)

SURETY

By: [Signature] Its: Attorney-In-Fact
Its Attorney-in-Fact Dawn L. Morgan
Florida License #P011322

Attest: [Signature]
Bonnie Kruse

(App E, LDC, through Supp 16).

POWER OF ATTORNEY AO 48049

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, Heather A. Beck, Tariese M. Pisciotto ***** 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:

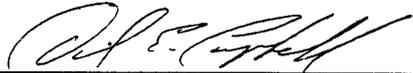
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature 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 7th day of November, 2001.



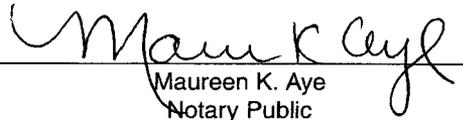
BOND SAFEGUARD INSURANCE COMPANY

BY 
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

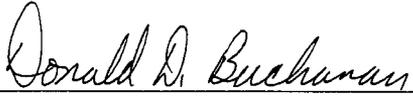

Maureen K. Aye
Notary Public

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 19th Day of March, 20 07




Donald D. Buchanan
Secretary

State of Illinois}
} ss.i
County of Dupage }

On 03/19/2007, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Bond Safeguard 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 June 26, 2010

[Handwritten signature of Tariese M. Pisciotto]
Tariese M. Pisciotto, Notary Public

