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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of the original Water and Sewer Maintenance Bond for the project known as The Villas at Chase Groves

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** Joe Forte, Andrew Neff

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$14,720.74 for the project known as The Villas at Chase Groves.

District 5 Brenda Carey

Bob Briggs

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**BACKGROUND:**

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Water and Sewer Maintenance Bond # 6479024 dated 07/20/2007 in the amount of \$14,720.74 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as The Villas at Chase Groves.

**STAFF RECOMMENDATION:**

Staff recommends that the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$14,720.74 for the project known as The Villas at Chase Groves.

**ATTACHMENTS:**

1. Original Request for Release and Copy of Bond

<b>Additionally Reviewed By:</b> No additional reviews
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# CENTEX HOMES

Orlando Division

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2301 Lucien Way, Suite 400  
Maitland, FL 32751

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Office: (407) 661-2150  
Land Fax: (407) 389-0653

August 17, 2009

Ms. Becky Noggle  
Senior Coordinator – Environmental Services  
Seminole County Environmental Services  
500 W. Lake Mary Boulevard  
Sanford, FL 32773-7499

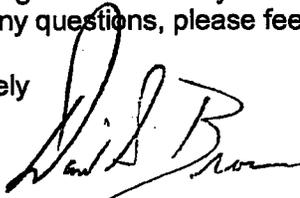
Via Fax: 407-665-2019

Re: **Release of Maintenance Bond**  
**Project Name: Chase Groves**  
**Bond #: 6479024 / Amount: \$14,720.74**  
**District #1**

Per Seminole County's letter dated August 12, 2009, Centex Homes has fulfilled all maintenance requirements as specified according to the inspection conducted by the County.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely



David S. Brown  
Land Development Manager  
407-467-1864  
David.Brown@Centex.com

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



August 12, 2009

Centex Homes  
2301 Lucien Way Suite 400  
Maitland, FL 32751

Re: Maintenance Bond

**Project Name: The Villas at Chase Groves**  
**Bond# 6479024**  
**Amount: \$14,720.74**  
**District #5**

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **8/12/2009** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **8/12/2009**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Agreement may be released as required by the Land Development Code.

Please send request for release of the original Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Keith", written over a horizontal line.

Brent Keith  
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond # 6479024

KNOW ALL MEN BY THESE PRESENTS:

Centex Homes, a Nevada 2301 Lucien Way, Suite 400
That we, General Partnership whose address is Maitland, FL 32751, hereinafter referred to as "PRINCIPAL," and Safeco Insurance \* whose address is PO Box 34526 \*\*, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \$ 14,720.7410% 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:

\* Company of America

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as The Villas at Chase Grove, a plat of which is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Seminole County, Florida; and

\*\* Seattle, WA 98124-1526

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated \_\_\_\_\_, 20\_\_\_\_\_, and filed with the COUNTY Department of Environmental Services; 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 June 13, 2007,

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 improvements for a period of two (2) years from June 13, 2007, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services 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 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 the 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 costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been 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 13 day of June, 2007.

CENTEX REAL ESTATE CORP. A NEVADA CORP., ITS MANAGING GENERAL PARTNER
2301 Lucien Way, Suite 400
Maitland, FL 32751
Address

Centex Homes, a Nevada
General Partnership (PRINCIPAL)

By: [Signature] (Signature)
its Division President (Title)
Patrick J. Knight,
Division President

[CORPORATE SEAL]

Safeco Insurance
Company of America (SURETY)

By: [Signature] (Signature)
its Attorney-in-Fact

PO Box 34526
Seattle, WA 98124-1526
Address

[CORPORATE SEAL]



POWER OF ATTORNEY

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

No. 7163

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

\*\*\*\*\*BRIAN V. FITZSIMMONS; ANA W. OLIVERAS; JULI A. RUSSELL; FRACES Y. SIGURANI;  
MICHAEL F. YADACH; NANCY H. ZALESKI; Sunrise, Florida\*\*\*\*\*

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 8th day of November, 2005

*Stephanie Daley-Watson*

*Mike Peters*

STEPHANIE DALEY-WATSON, SECRETARY

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... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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 13th day of June, 2007



*Stephanie Daley-Watson*

STEPHANIE DALEY-WATSON, SECRETARY

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