

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

### MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **Sandco, Inc.**, whose mailing address is 4708 Capital Circle Northwest, Tallahassee, FL 32303, hereinafter called the "**Contractor**", and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, hereinafter called the "**County**".

WHEREAS, the Developer has heretofore presented a map or plat of **River's Landing Phase I** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and streets and installation of all drainage facilities therein and after the construction and paving of said roads and streets and installation of all drainage facilities the execution of a Maintenance Agreement by the Contractor to reimburse the County for any defects in materials and workmanship in the construction of all drainage facilities; and

WHEREAS, said drainage facilities in said subdivision have been constructed in accordance with plans and specifications prescribed by the County, and said drainage facilities having been approved by the County, with the exception of the required littoral zone plantings; and

WHEREAS, the Contractor acknowledges that the required littoral zone plantings may have been damaged during the construction of the drainage facility and wishes to arrange for the replacement of such plantings if they do not survive; and

WHEREAS, the Developer wishes to transfer said drainage facilities in said subdivision to the County, subject to the execution of a Performance Agreement by the Contractor for the completion of the remaining roadway infrastructure as noted in the River's Landing Phase I Performance Bond Letter from Synergy Design and Engineering dated 4/28/09; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Contractor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction of all drainage facilities in **River's Landing Phase I** that become apparent within two (2) years from date of this agreement. In addition, the Contractor agrees that if the littoral zone plantings do not survive that they will be replanted at no cost to the County.

PERFORMANCE OF THIS AGREEMENT by the Contractor shall be secured by a/an (Surety Bond/Irrevocable Letter of Credit/Certificate of Deposit) in the amount of \$ 118,577.82 with surety thereon approved by the County.

IN WITNESS WHEREOF the Contractor has hereunto caused their names to be signed and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

SANDCO, INC.  
By: [Signature] (Seal)  
Behzad Ghazvini, President

ATTEST: [Signature] (Seal)  
Its Secretary

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of MAY, 2009, by Behzad Ghazvini and Hossein Ghazvini, President and Secretary, respectively, on behalf of Sandco, Inc., and who are personally known to me or have produced N/A identification.

NOTARY PUBLIC

Signature [Signature]  
Typed or Printed Name F. Michael Dimitroff  
Commission Number DD472703  
My Commission expires 10/22/09



LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Circuit Court  
Leon County, Florida

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney=s Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.



Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

**MAINTENANCE BOND**

Bond Number: 964013139

KNOW ALL MEN BY THESE PRESENTS, that we  
Sandco, Inc.

, as principal (the "Principal"),  
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), are  
held and firmly bound unto  
Leon County, Florida

, as obligee (the "Obligee"),

in the penal sum of  
One-hundred eighteen thousand Five-hundred seventy-seven and 80/100-----  
Dollars (\$ 118,577.80 ),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated n/a, entered into a contract (the  
"Contract") with the Obligee for  
Stormwater Maintenance of Rivers Landing Phase 1

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the  
Obligee any defect which may develop during a period of two year(s) from the date of completion and  
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior  
materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force  
and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

- Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
- The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
- No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 27th day of May, 2009

THIS BOND IS EFFECTIVE JULY 14, 2009.

WITNESS / ATTEST:

[Signature]

Sandco, Inc.  
(Principal)

By: [Signature] (Seal)  
Name:  
Title:

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety)

By: Cindi Cavallaro (Seal)  
Cindi Cavallaro Attorney-in-Fact

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

ATTACHMENT # 2  
PAGE 4 OF 4

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 **BOBBY BACON, BOBBY NYLEN, PHILLIP BACON, VAN MADSEN, BARBARA LEWANDOWSKI, CINDI CAVALLARO, ALL OF THE CITY OF TALLAHASSEE, STATE OF FLORIDA**

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 TWENTY-FIVE MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 25,000,000.00\*\*\*\*\*) each, including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida, 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 the 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, an 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.

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 April, 2008

LIBERTY MUTUAL INSURANCE COMPANY

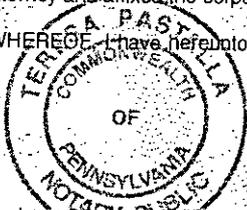
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of April, 2008, 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.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2009  
Member, Pennsylvania Association of Notaries

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 corporate seal of the said company, this 27th day of May, 2009.



David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.