

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond Alaqua Lakes Ph 7B

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: *[Signature]* **CONTACT:** *[Signature]* **EXT.** 2148
John Cirello, Director **Bob Briggs, Finance Manager**

Agenda Date	<u>1-24-06</u>	Regular	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Maintenance Bond

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Bond #29-32-22 dated 1/16/04 (Taylor Woodrow) in the amount of \$11,589.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Alaqua Lakes Ph7B District 5 - Carey

Reviewed by:	_____
Co Atty: N/A	_____
DFS:	_____
Other:	_____
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No.	<u>CESA01</u>



Taylor Woodrow

2601 Falkenburg Road
Riverview, Florida 33569

Tel (813) 393-5050
Fax (813) 393-5051
taylorwoodrow.com

December 20, 2005

Ms. Becky Noggle
Seminole County
500 West Lake Mary Blvd.
Sanford, FL 32773

RE: Bond # 29-32-22, \$11,589.00
Project: Alaqua Lakes 7B
District # 5

Dear Ms. Noggle:

According to David Jackson on November 30, 2005, the Seminole County Water and Sewer Inspector found no deficiencies regarding the above referenced project. Therefore, please release Bond # 29-32-22 and return to me.

Sincerely,

TAYLOR WOODROW HOMES – CENTRAL FLORIDA DIVISION, L.L.C.

Michael T. Miller
Land Development Manager

ENVIRONMENTAL SERVICES DEPARTMENT



November 30, 2005

Taylor Woodrow
8430 Enterprise Cir. Suite 100
Bradenton, FL 34202

Re: Water and Sewer Maintenance Bond

Project Name: Alaqua Lakes 7B
Bond# 29-32-22
Amount: \$11,589.00
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 11/30/05 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 11/30/05, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Bond may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773; phone, 407-665-2143 to request the release of the Letter of Credit or Bond. 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 "David Jackson".

David Jackson
Sr. Utilities Inspector

c: Project File

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, Taylor Woodrow Communities, whose address is 8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202, hereinafter referred to as "PRINCIPAL" and ^{NATIONAL UNION FIRE INSURANCE} ~~COMPANY OF PITTSBURGH, PA~~, whose address is 175 WATER ST., NEW YORK, NY 10038, 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 Eleven Thousand Five Hundred Eighty Nine and 00/100 Dollars (\$11,589.00) 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 water and sewer facilities and other appurtenances in that certain subdivision described as Alaqua Lakes, Phase 7B, a plat of which is recorded in Plat Book 61, Pages 20 through 24, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 18, 2001, and filed with the Department of Environmental Services of Seminole County; 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 1-16-2004;

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 and maintain said improvements for a period of two (2) years from 1-16-2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The 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.

Supplement No. 12 Appendix E-65

LAND DEVELOPMENT CODE

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 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, 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 8th day of JANUARY 2004

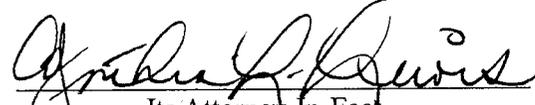
Address: 8430 Enterprise Circle
Suite 100
Sarasota, FL 34238

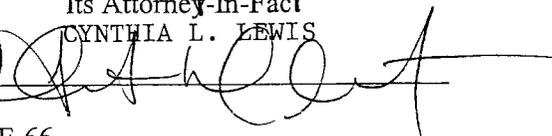
Taylor Woodrow Communities
Principal

By: See Signature Page Attached

Address: 175 WATER STREET
NEW YORK, NY 10038

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA
SURETY

By: 
Its Attorney-In-Fact
CYNTHIA L. LEWIS

ATTEST: 

Supplement No. 12

Appendix E-66

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

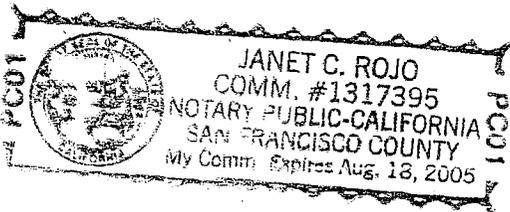
County of San Francisco

On **January 8, 2004** before me, **Janet C. Rojo, Notary Public**

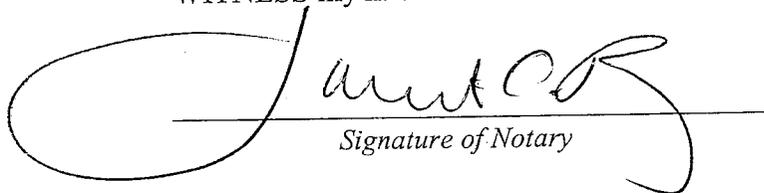
personally appeared ----- **Cynthia L. Lewis** -----

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



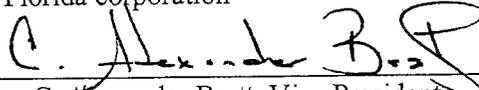
WITNESS my hand and official seal.


Signature of Notary

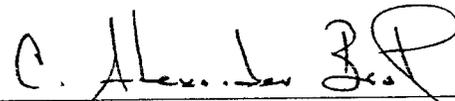
Signature Page

TAYLOR WOODROW COMMUNITIES,
a Florida general partnership

By: Monarch Homes of Florida, Inc.
a Florida corporation


By: C. Alexander Bratt, Vice President

By: Taylor Woodrow Homes Florida,
a Florida corporation


By: C. Alexander Bratt, Vice President



M. KONNOR ESP
Taylor Woodrow Pic
2 Princes Way
SOLIHULL
West Midlands
B91 3ES

17 February 2003

Dear Sir,

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), we are providing this disclosure notice for bonds for which a member company of the American International Companies is the surety. "Terrorism" is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Acts of Terrorism are not excluded from any surety bonds issued on your behalf and your charge for Terrorism coverage is 0% of what would have been your final premium.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'G. Manslow'.

Surety Department
AIG EUROPE (UK) LTD

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Cynthia L. Lewis, Susan Hecker, Janet C. Rojo, Swan Lee, Susan Exline, Steven N. Passerine, Laura L. Plaisant, Wellington So, Antoinette D. Mitchell, of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 4th day of January, 2002.



Mark A. Mallonee
Mark A. Mallonee, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 4th day of January, 2002 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Dorothy L. Parker
DOROTHY L. PARKER
Notary Public, State of New York
No. 01PA606031
Qualified in Richmond County
Commission Expires June 25, 03

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

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

this 8th day of JANUARY, 2004



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary