

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of Water and Sewer Maintenance Bonds

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

**AUTHORIZED BY:** *Robert G. Adolphe* **CONTACT:** *Becky Noggle* **EXT.** 2143  
Robert G. Adolphe, P.E., Director      Becky Noggle, Sr. Coordinator

<b>Agenda Date</b> <u>06/24/03</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"/>
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**MOTION/RECOMMENDATION:**

Approve release of original Water and Sewer Maintenance Bonds

**BACKGROUND:**

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

\_\_\_\_\_ Release Maintenance Bond #3SM95662700 (Engineered Homes) in the amount of \$24,952.15 for water and sewer which was accepted by submission into County Records Memorandum dated April 26, 1999 for the project known as Egrets Landing Ph 1 District 5.

\_\_\_\_\_ Release Maintenance Bond #3SM98462300 (Engineered Homes) in the amount of \$22,746.24 for water and sewer which was accepted by submission into County Records Memorandum dated March 23, 2001 for the project known as Egrets Landing Ph2 District 5.

<b>Reviewed by:</b>
Co Atty: _____
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
<b>File No.</b> <u>CESA02</u>

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we Egret's Landing-Lake \*, whose address is \_\_\_\_\_, hereinafter referred to as "PRINCIPAL" and American Motorists \*\* whose address is 7470 N. Figueroa  
Los Angeles CA 90041, 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 \$ 22,746.24 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 Egret's Landing Phase II, a plat of which is recorded in Plat Book 54, Page 06, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated June 18, 1998, 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 February 16th, 2001

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 February 16th, 2001, 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.

LAND DEVELOPMENT CODE

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 16th day of February, 2004.

Address: Egret's Landing-Lake Mary Limited Partnership  
Principal (See Attached Signature Page)

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a corporation)

Address: American Motorists Insurance Company  
Surety

*c/o Janina Monroe, Attorney-In-Fact*  
*Lockton Insurance Brokers, Inc.* By: *Janina Monroe*  
*19800 MacArthur Blvd.* Its: Attorney-in-Fact Janina Monroe  
*Suite 550*  
*Irving, CA 92612*

ATTEST: \_\_\_\_\_

(App E, LDC, through Supp 16).

Signature Page

Bond No.: 3SM 984 623 00

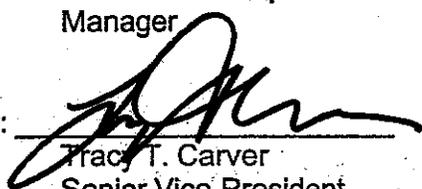
"Developer"

EGRET'S LANDING-LAKE MARY LIMITED PARTNERSHIP  
a Florida limited partnership

By: FL RFC/WA GP, L.L.C.,  
a Florida limited liability company  
General Partner



By: Hearthstone  
a California Corporation  
Manager

By:   
Tracy T. Carver  
Senior Vice President

STATE OF California

COUNTY OF Orange

} SS.

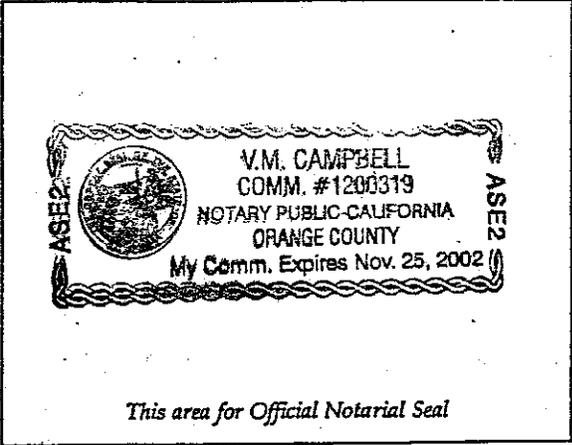
On February 16th, 2001, before me, V.M. Campbell, Notary Public

PERSONALLY APPEARED Janina Monroe

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature V.M. Campbell



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- TRUSTEE(S)       GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

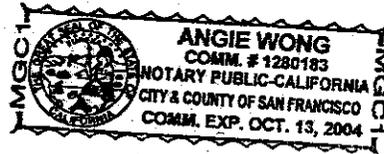
\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

State of California )  
 ) ss.  
County of San Francisco )

On March 8, 2001, before me, Angie Wong, personally appeared TRACY T. CARVER, 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 he executed the same in his authorized capacity, and that by his 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.



*Angie Wong*

(Seal)

\_\_\_\_\_  
Notary's Signature

Home Office: Long Grove, IL 60049

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE

**POWER OF ATTORNEY**

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Illinois, having their principal office in Long Grove, Illinois, (hereinafter collectively referred to as the "Company") do hereby appoint

Janina Monroe, Victoria M. Campbell and Thomas G. McCall of Newport Beach, CA (EACH) \*\*\*\*\*

their true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending on the date specified below, unless sooner revoked for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings \*\*\*\*\*

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF December 31, 2001

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this May 8, 2000.

Attested and Certified:

Lumbermens Mutual Casualty Company  
American Motorists Insurance Company  
American Manufacturers Mutual Insurance Company

*Robert P. Hames*  
Robert P. Hames, Secretary



by

*J. S. Kemper III*  
J. S. Kemper, III, Exec. Vice President

BOND No. 3SM 956 627 00  
PREMIUM \$312.00/2 YEARS  
FIRST TERM PREMIUM IS FULLY EARNED

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

EGRET'S LANDING-LAKE MARY LIMITED PARTNERSHIP

That we A FLORIDA LIMITED PARTNERSHIP whose address is 16133 Ventura Blvd., Suite 1400, Encino, CA 91436, hereinafter referred to as "PRINCIPAL" and AMERICAN MOTORISTS INSURANCE COMPANY whose address is 7470 N. Figueroa Street, Los Angeles, CA 90041, 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 \$24,952.15 TWENTY-FOUR THOUSAND NINE HUNDRED FIFTY-TWO & 15/100----- 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 EGRET'S LANDING, a plat of which is recorded in Plat Book 54, Page 96-99, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated MARCH 16, 1998, 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 \_\_\_\_\_, 19\_\_\_\_; certificate of completion issuance;

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 \_\_\_\_\_, 19\_\_\_\_, 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.

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 13th day of APRIL, 19 99.

Address:

c/o Hearthstone  
16133 Ventura Blvd., Suite 1400  
Encino, CA 91436

EGRET'S LANDING-LAKE MARY LIMITED PARTNERSHIP  
A FLORIDA LIMITED PARTNERSHIP (SEAL)  
PRINCIPAL

By: SEE ATTACHED SIGNATURE PAGE Its: \_\_\_\_\_  
(If a corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a corporation)

Address:

7470 N. Figueroa Street  
Los Angeles, CA 90041

AMERICAN MOTORISTS INSURANCE COMPANY (SEAL)  
SURETY

By: K.R. Viodes Its Attorney-in-Fact  
K.R. Viodes

ATTEST: \_\_\_\_\_

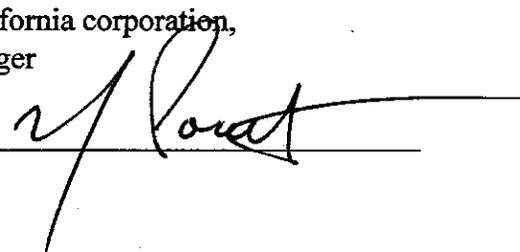
ATTACHMENT TO BOND

(Private Road Maintenance Bond Number 3SM 956 627 00)

EGRET'S LANDING-LAKE MARY LIMITED PARTNERSHIP  
a Florida Limited Partnership

BY: FL RFC/WA GP, L.C.,  
a Florida limited liability company,  
General Partner

BY: Hearthstone  
a California corporation,  
Manager

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

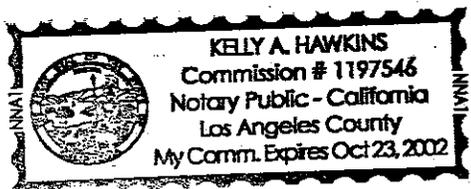
County of Los Angeles

On April 16, 1999 before me, Kelly A Hawkins, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark Poth  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kelly A Hawkins  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

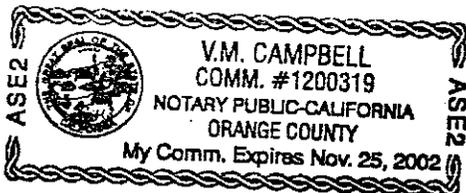
State of California

County of Orange

On April 13, 1999 before me, V.M. Campbell, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared K. R. Viodes \*\*\*\*\*  
NAME(S) OF SIGNER(S)

personally known to me - ~~OR~~ -  ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

V.M. Campbell  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

PARTNER(S)

LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

**SIGNER(S) OTHER THAN NAMED ABOVE**

**Kemper.**

**Insurance Companies**  
Commercial Lines Group

**AMERICAN MOTORISTS INSURANCE COMPANY**

Home Office: Long Grove, IL 60049

**POWER OF ATTORNEY**  
Know All Men By These Presents:

That the American Motorists Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint **Thomas G. McCall, K.R. Viodes, Victoria M. Campbell, Janina Monroe, Pamela M. Hummel, Rhonda C. Abel** its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending December 31, 2001, unless sooner revoked for and on its behalf as surety, and as its act and deed:

Name of Principal: EGRET'S LANDING-LAKE MARY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIPBond No.: 3SM 956 627 00 Penal Sum: \$ 24,952.15Name of Oblige: COUNTY OF SEMINOLEDescription: MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the American Motorists Insurance Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said American Motorists Insurance Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

**THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF DECEMBER 31, 2001.**

This Power of Attorney is executed by authority of a resolution adopted by the Executive Committee of the Board of Directors of said American Motorists Insurance Company on February 23, 1988 at Long Grove, Illinois, a true and accurate copy of which is hereinafter set forth and is hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Board of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the American Motorists Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this 26th day of July, 1993.

Attested and Certified:

**AMERICAN MOTORISTS INSURANCE COMPANY***Robert P. Hames**J. S. Kemper III*

Robert P. Hames, Secretary

J. S. Kemper, III, Exec, Vice President

NOTE: ANY ERASURES OR WHITE OUT WILL VOID THIS POWER OF ATTORNEY.