

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond Alaqua Lakes Ph 5B

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

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

Agenda Date <u>07-22-03</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"/>	

MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Maintenance Bonds.

BACKGROUND:

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

Release Maintenance Bond #25-61-08 (Taylor Woodrow) in the amount of \$7,168.39 for water and sewer which was accepted by submission into County Records Memorandum dated July 12, 2001 for the project known as Alaqua Lakes Ph5B District 5.

Reviewed by:
Co Atty: <u>N/A</u>
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <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, Taylor Woodrow Communities, whose address is 7120 S. Beneva Road, Sarasota, Florida 34238, hereinafter referred to as "PRINCIPAL" and American Home Assurance Company, whose address is 70 Pine Street, New York, New York 10270, 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 Seven Thousand One Hundred Sixty Eight and 39/100 Dollars (\$7,168.39) 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 5B, a plat of which is recorded in Plat Book 59, Page 42-43 Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated September 24, 1999, 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 JUNE 1, 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 JUNE 1, 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.

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
22nd day of MAY, 2001.

Address: 7120 S. Beneva Road
Sarasota, FL 34238

Taylor Woodrow Communities
Principal

By: See Signature Page Attached

Address: 70 Pine Street
New York, NY 10270

American Home Assurance Company
SURETY

By: Susan Exline
SUSAN EXLINE Its Attorney-In-Fact

ATTEST: Melinda Thomas
MELINDA THOMAS

Supplement No. 12

Appendix E-66

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On **May 22, 2001** before me, **Janet C. Rojo, Notary Public**

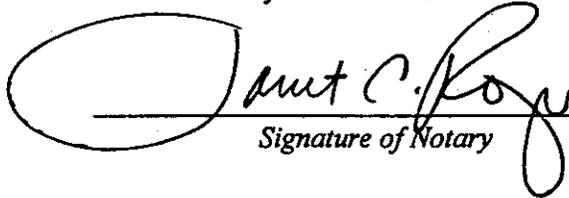
personally appeared *******Susan Exline*******

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.

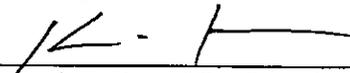


Signature of Notary

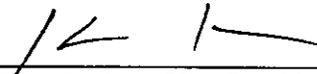
Signature Page

TAYLOR WOODROW COMMUNITIES,
a Florida general partnership

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


By: Keith E. Bass, Vice President

By: Taylor Woodrow Homes Florida,
a Florida corporation


By: Keith E. Bass, Vice President

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

--Terry J. Moughan, Jack M. Woodruff, Cynthia L. Lewis, Susan Hecker, Janet C. Rojo, Thomas J. Gallagher, Swan Lee, Susan Exline, Steven N. Passerine, Laura L. Plaisant, Tyler J. Kannon, Wellington So, Antoinette D. Mitchell, Jeffrey W. Parkhurst: 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 2nd day of May, 2001.

[Signature]
Mark A. Mallonee, Vice President

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

On this 2nd day of May, 2001 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.

[Signature]
LARA A. CARVELLANI
Notary Public, State of New York
No. 01CA590304
Qualified in Richmond County
Certificate filed in New York County
Commission Expires 12/15/2001

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 22nd day of MAY, 2001



[Signature]
Elizabeth M. Tuck, Secretary