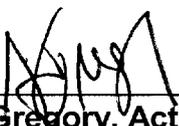
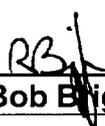


**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water & Sewer Maintenance Bond for Retreat at Wekiva Phase 1

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

AUTHORIZED BY:  **CONTACT:**  **EXT.** 2148
David Gregory, Acting Director Bob Briggs, Finance Manager

Agenda Date 08/09/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

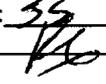
Approve release of original Water and Sewer Maintenance Bond.

BACKGROUND:

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

Release Maintenance Bond No. 3SM 988 401 00 (Retreat-Seminole, Limited) in the amount of \$44,509.48 for water and sewer which was accepted by submission into County Records Memorandum dated June 8, 2001 for the project known as Retreat at Wekiva Phase 1.

District – 5 Carey

Reviewed by:
Co Atty: N/A
DFS: _____
Other: _____
DCM: SS
CM: 
File No. CESA03

Bond No.: 3SM 988 401 00
Premium: \$788.00 2 Years

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we Retreat-Seminole, Limited *, whose address is 550 North Bunby Avenue #145 Orlando, Florida 32803, hereinafter referred to as "PRINCIPAL" and American Motorists Insurance **, 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 \$(10% of original approved estimate or contract cost) ^{*44,50748} for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents: *Partnership ** Company

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Phase I, Retreat at Wakiva, a plat of which is recorded in Plat Book 59, Page 32-34, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 19____, and filed with the Department of Public Works 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 May 2nd, ~~19~~ 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 May 2nd, ~~19~~ 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works 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 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.

LAND DEVELOPMENT CODE

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 2nd day of May, 2001.

Address: Retreat-Seminole, Limited Partnership (SEAL)

PRINCIPAL
SEE ATTACHED PAGE

By: _____ Its: _____
(If a corporation)

ATTEST: _____ Its: _____
(If a corporation)

Address: American Motorists Insurance Company (SEAL)

SURETY

By: *Janina Monroe*
Its Attorney-in-Fact

Janina Monroe

ATTEST: _____

(App E, LDC, through Supp 16).

STATE OF California

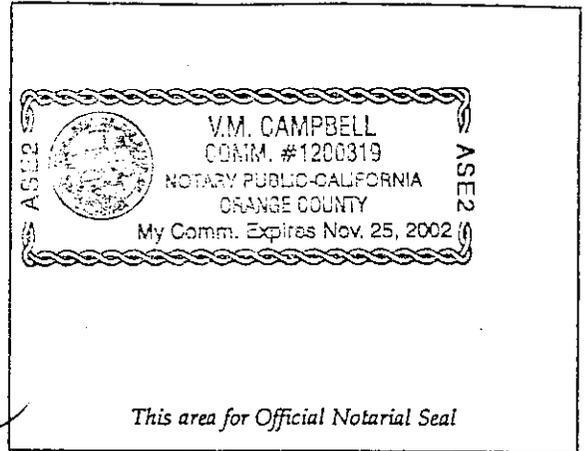
COUNTY OF Orange

} SS.

On May 2nd, 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

Signature Page

Bond No.: 3SM 988 401 00

“Developer”

RETREAT-SEMINOLE LIMITED PARTNERSHIP,
a Florida limited partnership

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

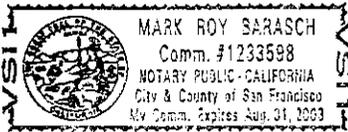
By: Hearthstone,
a California corporation
Manager

By: 
Tracy Carver
Senior Vice President-General Counsel

STATE OF CALIFORNIA)
) SS
County of San Francisco)

On May 4, 2001, before me, Mark Roy Sarasch, 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 this instrument.

WITNESS my hand and official seal.



[Handwritten Signature]
Notary's Signature

My Commission Expires:

06.31.03

(Seal)

Office: Long Grove, IL 60049

POWER OF ATTORNEY

All Men By These Presents:

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) *****

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 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:

"RESOLVED, 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:

"RESOLVED, 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 to 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, on this 8th day of May, 2000.

Witnessed and Certified:

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

Robert P. Hames



J. S. Kemper III

Robert P. Hames, Secretary

by

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