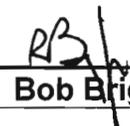


**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of Maintenance Bond for Waterstone Subdivision

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

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

Agenda Date <u>10-10-06</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:**

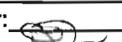
Approve release of original Water and Sewer Maintenance Bond

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**BACKGROUND:**

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

Release Maintenance Bond #103405253 dated 08/29/03 (Engle Homes of Orlando) in the amount of \$3,211.40 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Waterstone. District 1 - Dallari

Reviewed by:
Co Atty: N/A _____
DFS: _____
Other:  _____
DCM:  _____
CM:  _____
File No. <u>CEAS01</u>

# ENGLE

H O M E S

a member of the toussaint family

August 30, 2006

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

RE: Waterstone Maintenance Bond # 103405253

Dear Becky,

Please allow this letter to serve as our request for the original Maintenance Bond # 103405253 to be returned to our Land Office at 111 N. Orange Ave., Ste. 1040, Orlando, FL 32801 as all deficiencies have been satisfied per our conversation. Thank you.

If you have any questions, please contact me at 407-872-1697.



Adrienne Hawks  
Engle Homes Land Office  
Administrative Assistant to VP

ENVIRONMENTAL SERVICES DEPARTMENT



August 29, 2006

Engle Homes Orlando  
Attn: Adrian  
111 N Orange Ave., Suite 1040  
Orlando, FL 32801

Re: Maintenance Bond

**Project Name: Waterstone**  
**Bond# 103405253**  
**Amount: \$3,211.40**  
**District #1**

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 **8/28/06** 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 **8/28/06**, 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 to request the release of the Bond or Letter of Credit. Bond/LOC 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 cursive script that reads "Don Johnson".

Don Johnson  
Sr. Utilities Inspector

c: Project File

**SUBDIVISION AND SITE PLAN  
MAINTENANCE BOND WATER FACILITIES**

**KNOW ALL MEN BY THESE PRESENTS:**

**BOND NO. 103405253**

That we TOUSA HOMES INC. dba. ENGLE HOMES ORLANDO, whose address is 11315 Corporate Boulevard, Suite 250 Orlando, FL 32817, hereinafter referred to as "Principal" and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA whose address is One Tower Hill Square, Hartford, CT 06101, 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 THREE THOUSAND TWO HUNDRED ELEVEN AND 40/100 DOLLARS (\$3,211.40) 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 WATERSTONE, a plat of which is recorded in Plat Book 62, Pages 24 and 25, Public Records of Seminole County, Florida; and

**WHEREAS**, the aforesaid improvements were made pursuant to certain plans and specifications dated August 10, 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 August 29, 2003; 

**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  August 29, 2003, 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:**

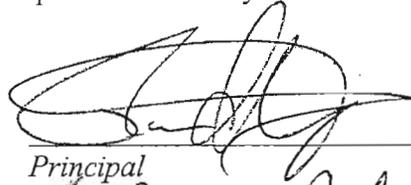
The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from the County, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. 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, cause 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 costs, 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

21st day of August, 2003.

Address:

 (SEAL)  
Principal

By: Randy Kotler Its: Vice President

(If a corporation)

Attest: Patricia M. Peterson Its: Secretary

(If a corporation)

Address:  
One Tower Square  
Hartford, CT 06101-1000  
c/o SGP of Florida, Inc  
PO Box 811088  
Boca Raton, FL 33481

Travelers Casualty and Surety Co. of America (SEAL)  
Surety

By:   
Maria R. Paneque, *Its Attorney-in-Fact & Florida*  
Resident Agent

Attest: Sandra K. DiDomenico

Sandra K. DiDomenico

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY  
Hartford, Connecticut 06183-9062

**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Ronald Reshefsky, Ellen R. Segal, Gary H. Morris, Lee A. Morris, Cindy A. Loth, Maria R. Paneque, of Boca Raton, Florida**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

**This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:**

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



## IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.