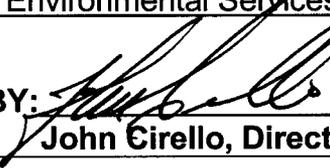
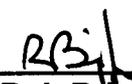


**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water & Sewer Maintenance Bonds

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

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

Agenda Date 11/15/05 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:
Approve release of original Water and Sewer Maintenance Bonds

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

Release Maintenance Bond #40058347 dated 8/26/03 (CED Construction Partners) in the amount of \$13,245.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Mystic Cove Apartments District 1 - Dallari

Release Maintenance Bond #98SB 103700938 dated 11/30/01 (Ryland Homes) in the amount of \$7,820.94 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Heather Glen. District 3 – Van Der Weide

Release Maintenance Bond #98SB 103700913 dated 10/18/01 (Ryland Homes) in the amount of \$7,891.97 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Autumn Chase Ph 2. District 5 – Carey

Release Maintenance Bond #08690409-M dated 10/03/03 (Ryland Homes) in the amount of \$29,885.17 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Markham Forest. District 5 - Carey

Reviewed by:
Co Atty: N/A
DFS: _____
Other: _____
DCM: 
CM: 
File No. CESA01

CED CONSTRUCTION PARTNERS

1551 SANDSPUR ROAD ■ MAITLAND, FLORIDA 32751 ■ (407) 741-8500 ■ FAX (407) 629-9060

September 14, 2005

Via Facsimile (407) 665-2019 and U.S. Mail

Seminole County Environmental Services Department
500 West Lake Mary Blvd.
Sanford, FL 32773-7499

Attn: Becky Noggle

Re: Mystic Cove Apartments, Bond #40058347

Dear Ms. Noggle:

Enclosed, please find a copy of your letter dated September 12, 2005 regarding the inspection at the above referenced project. Please release the Water and Sewer Maintenance Bond #40058347 in the amount of \$13,245.00.

Sincerely,



Timothy X. Toohy
Director of Construction
CED Construction Partners, Ltd.

Attachment

cc: Dan Hughes
File

SEP 14 2005

ENVIRONMENTAL SERVICES DEPARTMENT



September 12, 2005

CED Construction Partners, LTD
1551 Sandspur Rd.
Maitland, FL 32751

Re: Water and Sewer Maintenance Bond

Project Name: Mystic Cove Apartments
Bond# 40058347
Amount: \$13,245.00
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 **8/26/05** 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 **8/26/05**, 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 "Chip Tyre".

Chip Tyre
Sr. Utilities Inspector

c: Project File

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

CED CONSTRUCTION

That we PARTNERS, LTD., whose address is 1551 SANDSPUR RD., MAITLAND, FL 32751, hereinafter referred to as "PRINCIPAL" and PLATTE RIVER INS. CO., whose address is PO BOX 5900, MADISON, WI 53705-0900, 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 \$(13,245.00) THIRTEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS 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 MYSTIC COVE APARTMENTS, a plat of which is recorded in Plat Book 63, Page 60.62, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 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 27, 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 27, 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 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 27TH day of AUGUST, 2003.

Address:
1551 SANDSPUR ROAD
MAITLAND, FL 32751

GED CONSTRUCTION PARTNERS, LTD (SEAL)
PRINCIPAL

By: [Signature] Its: _____
(If a corporation)

ATTEST: _____ Its: _____
(If a corporation)

Address:
PO BOX 5900
MADISON, WI 53705-0900

PLATTE RIVER INSURANCE COMPANY (SEAL)
SURETY

By: [Signature]
Its Attorney-in-Fact
DONALD P. BRAMLAGE RESIDENT AGENT

ATTEST: [Signature]

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

40058347

KNOW ALL MEN BY THESE PRESENTS, That PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

DONALD P. BRAMLAGE * JIM W. HENDERSON * JAMES R. HALL DAYTONA BEACH, FLORIDA

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$2,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to 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 Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its President, this 8th day of January, 2002.

Attest:

Thomas K. Manion

Thomas K. Manion
Treasurer



PLATTE RIVER INSURANCE COMPANY

David F. Pauly

David F. Pauly
President and CEO

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 8th day of January, 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

Jane F. Endres

Jane F. Endres
Notary Public, Dane Co., WI
My Commission Expires 3/23/2003

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 27TH day of AUGUST, 2003.

James W. Smirz

James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK, IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-394-7806.

Orlando Division

4700 Millenia Boulevard
Suite 400
Orlando, FL 32839

407 226-2500 Tel
407 246-1404 Fax

www.ryland.com

September 15, 2005

Ms. Becky Noggle
Seminole County
Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

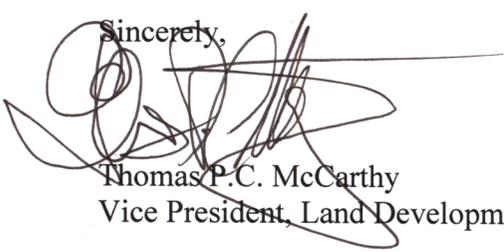
Re: Markham Forest
Bond# 08690409-M
District #5

Dear Ms. Noggle:

In accordance with Seminole County's Land Development Code requirements, please accept this letter as The Ryland Group, Inc.'s written request to release the Bond for the above-referenced matter. Please advise me as to when we can expect the release to take place.

Should you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,



Thomas P.C. McCarthy
Vice President, Land Development

ENVIRONMENTAL SERVICES DEPARTMENT



August 31, 2005

The Ryland Group, Inc.
605 E Robinson St., Suite 750
Orlando, FL 32801

Re: Water and Sewer Maintenance Bond

Project Name: Markham Forest
Bond# 08690409-M
Amount: \$29,885.17
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 **8/30/05** 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 **8/30/05**, 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,

Brent Keith
Sr. Utilities Inspector

c: Project File

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we The Ryland Group, Inc, whose address is 605 E. Robinson Street #750, Orlando, FL 32801 hereinafter referred to as "PRINCIPAL" and **See Below, whose address is 255 South Lake Avenue, Pasadena California, 91101, 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 \$(Twenty-Nine Thousand Eight Hundred Eighty Five and 17/100) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Markham Forest, a plat of which is recorded in Plat Book 62, Page 92, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated September 11, ~~19~~ 2002 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 8, 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 8, 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.

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

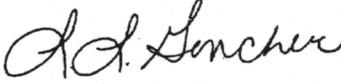
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of AUG 08 2003, _____.


Assistant Secretary

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, Sanitary Sewer, Water System (Off-Site) Water System (On-Site) 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 August, 2003.

Address:

The Ryland Group, Inc. (SEAL)

PRINCIPAL

605 E. Robinson Street #750
Orlando, Florida 32801

By: [Signature] Its: Operational V.P.
(If a corporation)

ATTEST: [Signature] Its: Land Assistant
(If a corporation)

Fidelity and Deposit Company of
Maryland (SEAL)

SURETY

Address:

255 South Lake Avenue
Pasadena, California 91101

By: [Signature]
Its Attorney-in-Fact
Natalie K. Trofimoff

ATTEST:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On AUG 08 2003 before me, Lena Melkonian, Notary Public

personally appeared Natalie K. Trofimoff

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

Notary Public Seal

[Signature]
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.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

INDIVIDUAL

CORPORATE OFFICER

Title(s) _____

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

Signer's Name _____

INDIVIDUAL

CORPORATE OFFICER

Title(s) _____

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

Orlando Division

4700 Millenia Boulevard
Suite 400
Orlando, FL 32839

407 226-2500 Tel
407 246-1404 Fax

www.ryland.com

September 26, 2005

Ms. Becky Noggle
Seminole County
Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

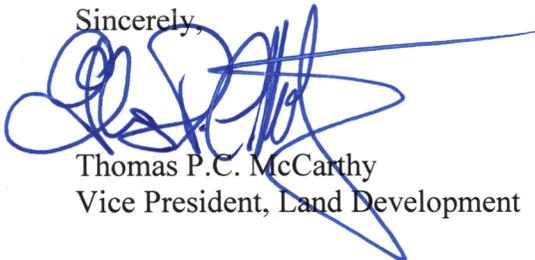
Re: Heather Glen
Bond #: 103700938

Dear Ms. Noggle:

In accordance with Seminole County's Land Development Code requirements, please accept this letter as The Ryland Group, Inc.'s written request to release the Bond for the above-referenced matter. Please advise me as to when we can expect the release to take place.

Should you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,



Thomas P.C. McCarthy
Vice President, Land Development

ENVIRONMENTAL SERVICES DEPARTMENT



November 18, 2003

Ryland Homes
605 E Robinson St., Suite 750
Orlando, FL 32801

Re: Water and Sewer Maintenance Bond

Project Name: Heather Glen
Bond# 103700938
Amount: \$7,820.94
District #3

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 11/13/03 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 11/13/03, 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,

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, The Ryland Group, Inc. whose address is 605 E. Robinson St., Suite #750, Orlando, Florida 32801, hereinafter referred to as "PRINCIPAL" and Travelers Casualty and Surety Company of America, whose address is 6940 Columbia Gateway Drive, Suite 200, Columbia, MD 21046, 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 Eight Hundred Twenty and 94/100 (\$7,820.94) Dollars lawful money of the United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, heirs, executors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities in that certain subdivision described as Heather Glen, a plat of which is recorded in Plat Book 59, Pages 55 & 56, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 27th day of September, 2000, and revised on May 4, 2001 and being 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 October 12, 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 October 12, 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Environmental Services and/or Public Works Department 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 written the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default with 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.

RETURN TO SANDY MCCANN

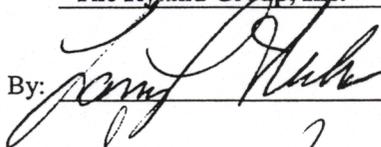
The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case 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 12th day of October, 2001.

ADDRESS:
605 E. Robinson St.
Suite #750,
Orlando, Florida 32801

The Ryland Group, Inc.

(Principal)

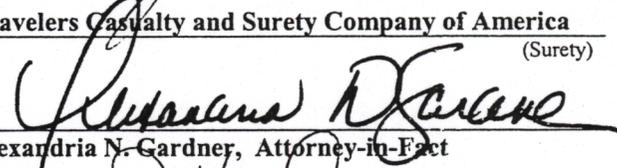
By: 

Attest: 

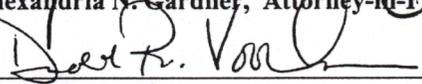
(If a Corporation)

Travelers Casualty and Surety Company of America

(Surety)

By: 

Alexandria N. Gardner, Attorney-in-Fact

Attest: 

Donald R. Voorhees

ADDRESS:
6940 Columbia Gateway Drive
Suite 200
Columbia, MD 21046

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: Shannon R. Keane, Alexandria N. Gardner, David C. Moylan, Julia B. Taylor, Susan B. Willett, of Washington, DC, 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.

HARTMAN & ASSOCIATES, INC.

engineers, hydrogeologists, surveyors & management consultants

PRINCIPALS:

Gerald C. Hartman, P.E., DEE
 Harold E. Schmidt, Jr., P.E., DEE
 James E. Christopher, P.E.
 Charles W. Drake, P.G.
 Mark A. Rynning, P.E., MBA
 Mark I. Luke, P.S.M.
 William D. Musser, P.E.

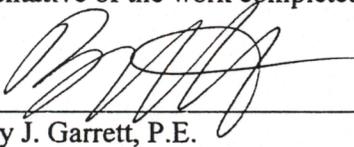
SENIOR ASSOCIATES:

C. Zachary Fuller, P.E.
 Marco H. Rocca, C.M.C.
 J. Richard Voorhees, P.E., DEE
 Roderick K. Cashe, P.E.
 Lawrence E. Jenkins, P.S.M.

ASSOCIATES:

Douglas P. Dufresne, P.G.
 Jon D. Fox, P.E.
 James E. Golden, P.G.
 Troy E. Layton, P.E.
 Andrew T. Woodcock, P.E.
 Daryl C. Walk, P.E.
 Grant C. Malchow, M.B.A.
 John P. Toomey, P.E.
 W. Thomas Roberts, III, P.E.
 Michael B. Bomar, P.E.
 Mark A. Gabriel, P.E.
 George S. Flint, M.P.A.
 Stephen J. Rapp, P.E.
 Jennifer L. Woodall, P.E.
 L. Todd Shaw, P.E.

I, Beverly J. Garrett, a registered engineer, License No. 43947, do hereby certify to Seminole County the attached construction cost to complete water and sanitary sewer construction for Heather Glen subdivision. The total construction cost for said improvements is \$78,209.40 as listed in the contract agreement between Contractor, Blue Ox Land Services, Inc. and Developer, Sanlando Land, Inc. Per review of the quantity and unit costs of the contract agreement, it appears that the cost items listed are representative of the work completed.


 Beverly J. Garrett, P.E.

43947
 FL Reg. No.

**Construction Cost: Water & Sewer
 Heather Glen
 October 2, 2001**

Description	Quantity	Unit	Unit Cost	Total Cost
<u>WATER FACILITIES</u>				
8" PVC Water Main	740	LF	\$11.20	\$8,288.00
8" DIP Water Main	20	LF	\$14.65	\$293.00
4" PVC Water Main	460	LF	\$6.20	\$2,852.00
8" Gate Valve	1	EA	\$765.00	\$765.00
4" Gate Valve	1	EA	\$485.00	\$485.00
Fire Hydrant Assembly	2	EA	\$1,650.00	\$3,300.00
2 " Blowoff Valve	1	EA	\$195.00	\$195.00
Double Services	9	EA	\$255.00	\$2,295.00
Single Services	4	EA	\$245.00	\$980.00
Meter Box Sets	13	EA	\$25.00	\$325.00
8"x8" Wet Tap	1	LS	\$2,120.00	\$2,120.00
2" Jumper	1	EA	\$590.00	\$590.00
Fittings	1	EA	\$2,940.00	\$2,940.00
Test & Chlor.	1	EA	\$1,600.00	\$1,600.00
SUBTOTAL				\$27,028.00

201 EAST PINE STREET • SUITE 1000 • ORLANDO, FL 32801
 TELEPHONE (407) 839-3955 • FAX (407) 839-3790 • www.consulthai.com

ORLANDO FORT MYERS PLANTATION JACKSONVILLE DESTIN

<u>SANITARY SEWER FACILITIES</u>				
8" PVC	1560	LF	\$19.59	\$30,560.40
Manholes	9	EA	\$1,635.00	\$14,715.00
Single Laterals	2	EA	\$235.00	\$470.00
Double Laterals	10	EA	\$265.00	\$2,650.00
Tie-in 8' to 10'	1	EA	\$1,850.00	\$1,850.00
Testing	1560	LF	\$0.60	\$936.00
SUBTOTAL				\$51,181.40

SUMMARY	
<u>WATER FACILITIES</u>	\$27,028.00
<u>SANITARY SEWER FACILITIES</u>	\$51,181.40
Grand Total	\$78,209.40

T:\GAG\Certified-est-W&SS.doc

cc: Doug Maise, Sanlando Land, Inc.
 George A. Genero, E.I, HAI

Orlando Division

4700 Millenia Boulevard
Suite 400
Orlando, FL 32839

407 226-2500 Tel
407 246-1404 Fax

www.ryland.com

September 26, 2005

Ms. Becky Noggle
Seminole County
Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

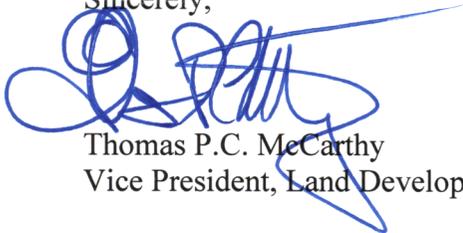
Re: Autumn Chase – Phase 2
Bond Nos.: 103700912 and 103700913

Dear Ms. Noggle:

In accordance with Seminole County's Land Development Code requirements, please accept this letter as The Ryland Group, Inc.'s written request to release the above-referenced Bonds in connection with Autumn Chase – Phase 2. Please advise me as to when we can expect the release to take place.

Should you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,



Thomas P.C. McCarthy
Vice President, Land Development

ENVIRONMENTAL SERVICES DEPARTMENT



September 25, 2003

Ryland Homes
605 E Robinson St., Suite 750
Orlando, FL 32801

Re: Water and Sewer Maintenance Bond

Project Name: Autumn Chase Ph 2
Bond# 98SB 103700913
Amount: \$7,891.97
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 **09/24/03** 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 **09/24/03**, 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, The Ryland Group, Inc. whose address is 605 E. Robinson St., Suite #750, Orlando, Florida 32801, hereinafter referred to as "PRINCIPAL" and Travelers Casualty and Surety Company of America, whose address is 14048 ParkEast Circle, Chantilly, VA 20151, 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 Eight Hundred Ninety One and 097/100 (\$7,891.97) Dollars lawful money of the United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, heirs, executors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and streets, curbs and storm drains and other appurtenances in that certain subdivision described as Autumn Chase Phase 2, a plat of which is recorded in Plat Book 59, Pages 44-47, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated March 30, 1999, and being 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 October 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 October 1, 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Environmental Services and/or Public Works Department 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.

RETURN TO SANDY MCCANN

LAND DEVELOPMENT CODE

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 written the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default with 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 PRINCIAL 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 3rd day of October, 2001.

Address:
605 E. Robinson Street
Suite 750
Orlando, Florida 32801

The Ryland Group, Inc.
PRINCIPAL

By: [Signature] V.P.
Title



Dorothy P. Knox
MY COMMISSION # CC674082 EXPIRES
November 12, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
Title

Address:
14048 ParkEast Circle
Chantilly, VA 20151

Travelers Casualty and Surety Company of America
Surety

By: [Signature]
Alexandria N. Gardner, Attorney-in-Fact

Attest: [Signature]
Donald R. Voorhees, Client Representative

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: Shannon R. Keane, Alexandria N. Gardner, David C. Moylan, Julia B. Taylor, Susan B. Willett, of Washington, DC, 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.

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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.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 19th day of March 2001.

STATE OF CONNECTICUT

)SS. Hartford

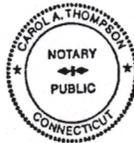
COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By: *George W. Thompson*
George W. Thompson
Senior Vice President

On this 19th day of March, 2001 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Carol A. Thompson

My commission expires December 31, 2002 Notary Public
Carol A. Thompson

CERTIFICATE

I, the undersigned, Assistant Secretary of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 3rd day of March, 2001.



By: *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond