

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Maintenance Bond for the project known as Lake Jessup Woods

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the release of the original Water and Sewer Maintenance Bond in the amount of \$60,330.00 for the project known as Lake Jessup Woods.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #929358153 dated 02/15/06 (Greater Homes n/d/b/a Meritage Homes) in the amount of \$60,330.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Lake Jessup Woods.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$60,330.00 for the project known as Lake Jessup Woods.

ATTACHMENTS:

1. Original Bond and Request for Release letter

Additionally Reviewed By: No additional reviews



March 27, 2008

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

Hello Becky,

I am sending this letter as a request to release Maintenance Bond #929358153 in the amount of \$60,330.00. Per the attached letter we passed the inspection conducted on March 10th, 2008.

Please update our company name and contact information to:

Meritage Homes
5337 Millenia Lakes Boulevard, Suite 160
Orlando, Florida 32839
407-712-8640

Should you have any questions, please call me at 407-712-8662.

Thank you,

A handwritten signature in black ink, appearing to read "VM", is written over a horizontal line.

Virginia Musselwhite

Cc: Tammy Alverson

ENVIRONMENTAL SERVICES DEPARTMENT



March 11, 2008

Greater Homes
1105 Kensington Park Dr.
Altamonte Springs, FL 32714

Re: Maintenance Bond

Project Name: Lake Jessup Woods
Bond# 929358153
Amount: \$60,330.00
District #5

RECEIVED

MAR 21 2008

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 03/10/08 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 03/10/08, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

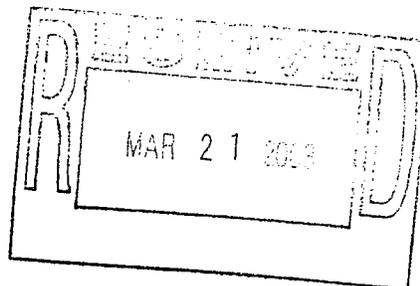
If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Keith".

Brent Keith
Sr. Utilities Inspector

c: Project File



MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, Greater Homes, Inc., whose address is 1105 Kensington Park Drive, Altamonte Springs, Florida 32714, hereinafter referred to as "PRINCIPAL," and Western Surety Company whose address is Sioux Falls, South Dakota, hereinafter referred to as "SURETY," are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \$60,330.00 for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as LAKE JESUP WOODS, a plat of which is recorded in Plat Book 65, Pages 59 - 62, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated December 2, 2004, and filed with the COUNTY Department of Environmental Services; 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 15, 2006.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty material or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February, 2006, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The COUNTY 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. 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 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.

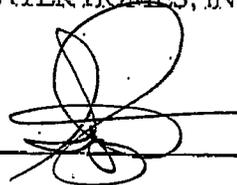
The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case 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 liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 14 day of February, 2006.

1105 Kensington Park Drive
Altamonte Springs, Florida 32714

GREATER HOMES, INC. (PRINCIPAL)

By:



CFO

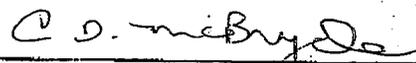
Title

Corporate Seal

WESTERN SURETY COMPANY (SURETY)

Address:

By:



Its Attorney-in-Fact C D McBryde

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeff Johnson, John Watson, Jr., James W McEwan, Donald B Boone, C D McBryde, Individually

of Maitland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of September, 2004.

WESTERN SURETY COMPANY

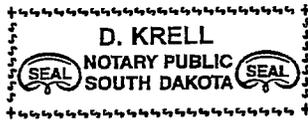


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of September, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of February, 2006.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary