

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of the original Water and Sewer Maintenance Bond for the project known as Oviedo Professional Plaza

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** Joe Forte

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$3,246.00 for the project known as Oviedo Professional Plaza.

District 1 Bob Dallari

Bob Briggs

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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 # 8888708 dated 04/27/07 (DNA Town Center Development LLC) in the amount of \$3,246.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Oviedo Professional Plaza.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the release of the original Water and Sewer Maintenance Bond in the amount of \$3,246.00 for the project known as Oviedo Professional Plaza.

**ATTACHMENTS:**

1. Request for Release and Copy of Bond

<b>Additionally Reviewed By:</b> No additional reviews
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THE HOGAN GROUP

April 23, 2009

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

Re: Maintenance Bond

**Project Name:** Oviedo Professional Plaza  
**Bond #:** 8888708  
**Amount:** \$3246.00  
**District #:** #3

Dear Ms. Noggle:

Please accept this letter as our formal request for the release of the above referenced Maintenance Agreement and Maintenance Bond.

Per the attached letter dated April 14, 2009 from Chip Tyre, Sr. Utilities Inspector, the final inspection of the work performed was completed and no deficiencies were found.

If you should require any further information or documentation in order to process this request, please contact me at:

DNA Town Center Development, LLC  
c/o The Hogan Group  
16506 Pointe Village Drive  
Suite 201  
Lutz, FL 33558

The Maintenance Bond should be returned to my attention at the above address.

Thank you for your assistance in this matter.

Sincerely,



Debra Reback  
Controller

Enclosure



- TAMPA
- MIAMI
- FT. LAUDERDALE

THE HOGAN GROUP

16506 POINTE VILLAGE DRIVE, SUITE 201

LUTZ, FLORIDA 33558

813/274-8000 FAX 813/222-0505

LICENSED REAL ESTATE BROKER

ENVIRONMENTAL SERVICES DEPARTMENT



April 14, 2009

DNA Town Center Development LLC  
16506 Pointe Village Drive  
Lutz, FL 33558

Re: Maintenance Bond

**Project Name:** Oviedo Professional Plaza  
**Bond#** 8888708  
**Amount:** \$3,246.00  
**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 4/14/2009 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 4/14/2009, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Agreement may be released as required by the Land Development Code.

Please send request for release of the Maintenance Agreement 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 "Chip Tyre".

Chip Tyre  
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, DNA Town Center Development LLC, whose address is 16506 Pointe Village Drive Lutz, FL 33558 to as "PRINCIPAL," and Fidelity and Deposit Company of Maryland, whose address is 1400 American Ln, Tower 1, Schaumburg, IL 60196, 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 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \*\* \$3,246.00 (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents: \*\* Three Thousand Two Hundred Forty-six and 00/100 Dollars

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Lot 1 of unrecorded Parker Subdi a plat of which is recorded in Plat Book 691, Page 637, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated January 20, 06 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 April 20th 20 07,

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 materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from April 20th, 2007, 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 17 day of April, 20 07.

16506 Pointe Village Dr  
Lutz FL 33558  
Address

(CORPORATE SEAL)

1400 American Ln, Tower 1  
Schaumburg IL 60196  
Address

(CORPORATE SEAL)

DNA Town Center Development, LLC  
(PRINCIPAL)

By: [Signature] (Signature)  
its President (Title)

Fidelity and Deposit  
Company of Maryland (SURETY)

By: [Signature] (Signature)  
its Attorney-in-Fact and Florida Resident Agent  
Eileen C. Heard

Lykes Insurance  
400 N Tampa St #2200  
Tampa FL 33602  
813 223-3911

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard P. RUSSO, JR., Tanya L. RUSSO, Hiram P. HAMPTON, II, Peter F. PRIOLO, Peter A. THOMSON and Eileen C. HEARD, all of Tampa, Florida**, EACH his true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard P. RUSSO, JR., Tanya L. RUSSO, Hiram P. HAMPTON, II, Peter F. PRIOLO, Peter A. THOMSON, Eileen C. HEARD, dated June 3, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of June, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

Gerald F. Haley Assistant Secretary

*William J. Mills*

By:

William J. Mills

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of June, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2007