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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of the Maintenance Bond for Water & Sewer for Devon Place (fka Wilshire Townhomes)

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** John Cirello

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve release of the original Maintenance Bond for Water & Sewer, Bond #08773999-M in the amount of \$25,104.95 for the project known as Devon Place (fka Wilshire Townhomes).

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 & Sewer Division. Release Maintenance Bond #08773999-M dated June 3, 2005 (The Ryland Group Inc.) in the amount of \$25,104.95 for the water and sewer which was accepted by Submission Memorandum into County Records for the project known as Devon Place (fka Wilshire Townhomes).

**STAFF RECOMMENDATION:**

Staff recommends the Board approve release of the original Maintenance Bond for Water & Sewer. Bond #08773999-M in the amount of \$25,104.95 for the project known as Devon Place (fka Wilshire Townhomes).

**ATTACHMENTS:**

1. Request for Release of Maint Bond

<b>Additionally Reviewed By:</b> No additional reviews
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**Orlando Division**

4700 Millenia Boulevard  
Suite 400  
Orlando, FL 32839

407-226-2500 Office  
407-226-3603 Fax

[www.ryland.com](http://www.ryland.com)

May 21, 2007

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

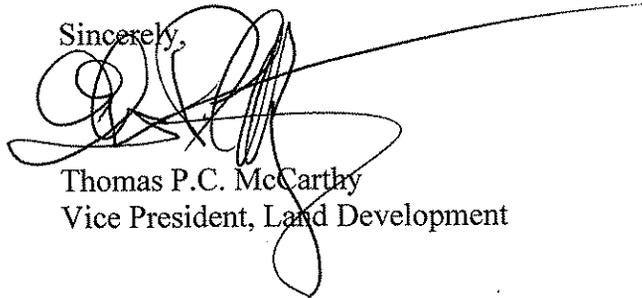
Re: Devon Place (f/k/a Wilshire Townhomes)  
Bond# 08773999-M

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 via the Board of County Commissioners Regular Board Session.

Should you need any further information, please contact my assistant Tahir Lefebvre at 407-226-2522. Thank you.

Sincerely,



Thomas P.C. McCarthy  
Vice President, Land Development

ENVIRONMENTAL SERVICES DEPARTMENT



May 16, 2007

The Ryland Group, Inc.  
4700 Millenia Blvd  
Suite 400  
Orlando, FL 32839

Re: Maintenance Bond

**Project Name: Devon Place (fka: Wilshire Townhomes)**  
**Bond# 08773999-M**  
**Amount: \$25,104.95**  
**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 **5/16/07** 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 **5/16/07**, 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 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,

Chip Tyre  
Sr. Utilities Inspector

**COPY**

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond Number: 08773999-M

KNOW ALL MEN BY THESE PRESENTS:

That we, The RYLAND GROUP INC whose address is 4700 Millenia Blvd Suite 400, Orlando, FL 32839 hereinafter referred to as "PRINCIPAL," and Fidelity and Deposit \*\* whose address is 801 No. Brand Blvd. \*\* 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 \$25,104.95 (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:

\*\*Company of Maryland \*\*\* Glendale, CA 91203 WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as DEUCON PLACE, a plat of which is recorded in Plat Book 67, Page 20-26, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated MAY 4, 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 June 3, 2005,

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 June 3, 2005, 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 26th day of May, 2005.

4700 Millenia Blvd. Suite 400 Orlando, FL 32839 Address

The Ryland Group, Inc. (PRINCIPAL)

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

[CORPORATE SEAL] 801 No. Brand Blvd., Penthouse Suite Glendale, CA 91203 Address

Fidelity and Deposit Company of Maryland (SURETY)

By: [Signature] (Signature) its Attorney-in-Fact Natalie K. Trofimoff

[CORPORATE SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 26 2005 before me, Kristine Mendez, 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.

*Kristine Mendez*  
SIGNATURE OF NOTARY

Notary Public Seal

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: \_\_\_\_\_

Signer's Name \_\_\_\_\_

INDIVIDUAL  
 CORPORATE OFFICER  
Title(s) \_\_\_\_\_

INDIVIDUAL  
 CORPORATE OFFICER  
Title(s) \_\_\_\_\_

PARTNER(S)  LIMITED  GENERAL

PARTNER(S)  LIMITED  GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

OTHER: \_\_\_\_\_

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES) \_\_\_\_\_

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES) \_\_\_\_\_

**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 PAUL C. ROGERS, Vice President, and T. E. SMITH, 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 **Natalie K. TROFIMOFF, of Los Angeles, California**, its 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.

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 12th day of May, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*T. E. Smith*

T. E. Smith Assistant Secretary

*Paul C. Rogers*

By: Paul C. Rogers Vice President

State of Maryland } ss:  
City of Baltimore }

On this 12th day of May, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, 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 depose 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.



*Sandra Lynn Mooney*

Sandra Lynn Mooney Notary Public  
My Commission Expires: January 1, 2004



ZURICH

**THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

**Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

**Disclosure of Availability of Coverage for Terrorism Losses**

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

**Disclosure of Federal Share of Insurance Company's Terrorism Losses**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after an insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

**Definition of Act of Terrorism**

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

**These disclosures are informational only and do not modify your bond or affect your rights under the bond.**