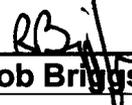


**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Agreement w/ Letter of Credit for Lake Markham Preserve Ph 2

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

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

Agenda Date 3/14/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

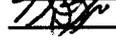
MOTION/RECOMMENDATION:

Approve release of original Water Maintenance Agreement w/ Letter of Credit

BACKGROUND:

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

Release Maintenance Agreement with Letter of Credit #SM206860W (BDC Markham, Ltd.) in the amount of \$1,551.20 for the project known as Lake Markham Preserve Ph 2. District 5 - Carey

Reviewed by:
Co Atty: N/A
DFS: _____
Other: _____
DCM: 
CM: 

File No. CESA01

LAKE MARKHAM PRESERVE

401 W. Colonial Drive, Suite 7 • Orlando, Florida 32804 • Telephone: (407) 425-8276 • Fax: (407) 425-6841

February 22, 2006

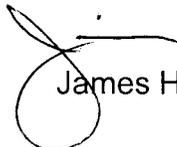
Environmental Services Department
Seminole County
Attn: Becky Noggle
500 West Lake Mary Boulevard
Sanford, FL 32773

RE: Release of Letter of Credit #SM206860W, Lake Markham Preserve Ph 2

Dear Ms. Noggle,

Per the attached letter would you please return the original Letter of Credit to BDC Markham, Ltd., Attention: James H. Fant, 401 W. Colonial Drive, Suite 7, Orlando, Florida, 32804. If you have any questions or need any additional information please feel free to call me. Thank you in advance for your help with this matter.

Sincerely,


James H. Fant

JHF/kw

Enclosure

ENVIRONMENTAL SERVICES DEPARTMENT



February 17, 2006

BDC Markham, Ltd.
401 W. Colonial Dr. Suite 7
Orlando, FL 32804

Re: Maintenance Agreement with Letter of Credit

Project Name: Lake Markham Preserve Ph 2

LOC# SM206860W

Amount: \$1,551.20

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 **2/15/06** 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 **2/15/06**, 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; 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,

Dan Johnson Per Brent Keith

Brent Keith
Sr. Utilities Inspector

c: Project File

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT

(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 27 day of February 2004, between BDC Markham, Ltd. hereinafter referred to as "PRINCIPAL" and the SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as Lake Markham Preserve, Phase 2, a Plat of which is recorded in Plat Book 64 Pages 65 & 66, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated March 7, 20 01 (as subsequently revised or amended) and filed with the Utilities Manager of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said water and sewer improvements for a period of two (2) years from February 4, 20 04; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY a certain Irrevocable Letter of Credit No. SM206860W issued by Wachovia in the sum of Fifteen Hundred Fifty-One and 20/100 DOLLARS (\$ 1,551.20).

NOW THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the County Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Fifteen Hundred Fifty-One and 20/100 DOLLARS (\$ 1,551.20) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from February 4, 20 04, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Utilities Manager 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.

WACHOVIA

IRREVOCABLE STANDBY LETTER OF CREDIT
NUMBER SM206860W

LETTER OF CREDIT AMOUNT	ISSUE DATE	EXPIRY DATE
USD 1,551.20	02/04/04	02/01/05

BENEFICIARY:
BOARD OF COUNTY COMMISSIONERS OF
SEMINOLE COUNTY
1101 E. FIRST STREET, SECOND FLOOR
SANFORD, FL 32771

APPLICANT:
BDC MARKHAM, LTD
401 W. COLONIAL DRIVE, SUITE 7
ORLANDO, FL 32804

GENTLEMEN:

BY ORDER OF BDC MARKHAM, LTD., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON WACHOVIA BANK, NATIONAL ASSOCIATION UP TO AN AGGREGATE AMOUNT OF \$1,551.20 AVAILABLE BY PAYMENT WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A DRAFT AT SIGHT DRAWN ON WACHOVIA BANK, NATIONAL ASSOCIATION, DULY ENDORSED ON ITS REVERSE SIDE THEREOF BY THE BENEFICIARY, STATING, "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. SM206860W OF WACHOVIA BANK, NATIONAL ASSOCIATION DATED FEBRUARY 04, 2004."
2. THE ORIGINAL LETTER OF CREDIT PLUS ANY AND ALL AMENDMENTS ATTACHED THERETO.
3. A DATED STATEMENT ISSUED ON THE LETTERHEAD OF THE BENEFICIARY AND PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE STATING THAT: THAT CERTAIN PRIVATE ROAD MAINTENANCE AGREEMENT DATED (INSERT DATE), BETWEEN BDC MARKHAM, LTD., AND SEMINOLE COUNTY IS IN DEFAULT. THEREFORE WE HEREBY DEMAND THE AMOUNT DUE US OF \$(INSERT AMOUNT).

THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY EXTEND ITSELF FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS WE SEND THE BENEFICIARY WRITTEN NOTICE NO LATER THAN AT LEAST FORTY-FIVE (45) DAYS PRECEDING EXPIRATION DATE THAT IT CHOOSES NOT TO EXTEND THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THAT CERTAIN PRIVATE ROAD MAINTENANCE AGREEMENT WITH BDC MARKHAM, LTD.

UPON TENDER OF FULL PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THAT CERTAIN PRIVATE ROAD MAINTENANCE AGREEMENT (INSERT DATE), TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY THAT CERTAIN PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

CONTINUED ON NEXT PAGE WHICH FORMS AN INTEGRAL PART OF THIS
LETTER OF CREDIT

WACHOVIA

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SM206860W PAGE NO. 2 02/04/04

WE HEREBY ENGAGE WITH DRAWERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT THE WACHOVIA BANK, NATIONAL ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

DOCUMENTS MAY BE PRESENTED AT EITHER OF OUR FOLLOWING LOCATIONS:

STANDBY L/C DEPT
401 LINDEN STREET
WINSTON-SALEM, NC 27101

OR

INTERNATIONAL DIVISION
200 S. BISCAYNE BOULEVARD
MIAMI, FL 33131

SHOULD THE BENEFICIARY CHOOSE TO PRESENT AT THE MIAMI ADDRESS THEY MUST ALSO FAX THE DRAWING DOCUMENTS TO 336-735-0950 THE SAME DAY.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THAT CERTAIN PERFORMANCE AND PAYMENT AGREEMENT (INSERT DATE) AND REFERENCED HEREIN.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98").

SINCERELY,



AUTHORIZED SIGNATURE
WACHOVIA BANK, NATIONAL ASSOCIATION
401 LINDEN STREET
WINSTON-SALEM, NORTH CAROLINA 27101

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE OR INQUIRIES ALWAYS QUOTING OUR REFERENCE NUMBER TO:
WACHOVIA BANK, NATIONAL ASSOCIATION
401 LINDEN STREET, 1ST FLOOR ATTN. STANDBY LETTERS OF CREDIT
WINSTON-SALEM, NORTH CAROLINA 27101

ALL PHONE INQUIRIES REGARDING THIS CREDIT SHOULD BE DIRECTED TO OUR STANDBY CUSTOMER CARE PROFESSIONALS AT: 1-800-776-3862.
BY:XXX