



**PRIVATE ROAD  
DEVELOPER'S CASH MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

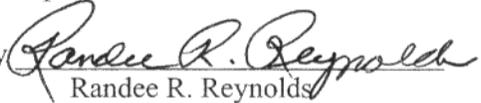
That the undersigned, Florida Conference Association of Seventh-day Adventists, a Florida corporation whose address is 655 North Wymore Road, Winter Park, FL as herein referred to as "PRINCIPAL" is hereby held and firmly bound unto MIRROR LAKE PROPERTY OWNERS' ASSOCIATION, INC. or SEMINOLE COUNTY on behalf of purchasers of lots in MIRROR LAKE COMMERCIAL subdivision, a political subdivision of the State of Florida, whose address is SEMINOLE COUNTY Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as "COUNTY", as the case may be, in the cash penal sum of Thirty Seven Thousand and 00/100 Dollars (\$37,000.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of an Escrow Agreement of even date which is attached hereto and made a part hereof by this reference, does bind Florida Conference Association of Seventh-day Adventists, its successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the improvements made as shown on Subdivision Plans and Specification prepared by Zev Cohen and Associates dated (See Schedule attached), including surveying, engineering and land clearing for MIRROR LAKE COMMERCIAL Subdivision shall be maintained in accordance with the Maintenance Agreement attached hereto, and if all costs incurred in connection therewith shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Agreement and all rights hereunder may be assigned to the Mirror Lake Commercial Property Owners' Association, Inc.

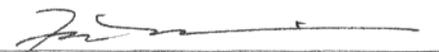
IN WITNESS WHEREOF, the Developer has executed these presents as of this 23<sup>rd</sup> day of March, 2004.

Florida Conference Association of  
Seventh-day Adventists  
655 North Wymore Road  
Winter Park, FL 32789  
Principal

By   
Randee R. Reynolds  
Its Vice President  
Corporate Seal

State of Florida  
County of Orange

I hereby certify that on the 23<sup>rd</sup> day of March, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Randee R. Reynolds as Vice President of Florida Conference Association of Seventh-day Adventists, a Florida corporation, and acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation. He is personally known to me.

  
\_\_\_\_\_  
Notary Public  
Frank McMillan



Frank McMillan  
MY COMMISSION # DD228043 EXPIRES  
August 28, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

**PRIVATE ROAD MAINTENANCE AGREEMENT**  
**(For use with Cash Bond)**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of March, 2004, between FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a Florida corporation whose address is 655 North Wymore Road, Winter Park, FL as herein referred to as "Principal", Developer of Mirror Lake Commercial Subdivision, and MIRROR LAKE PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "Beneficiary") and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as "Holder" on behalf of all purchasers of lots within Mirror Lake Commercial Subdivision.

WITNESSETH:

1. Whereas, Principal has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Mirror Lake Commercial, a plat of which is recorded in Plat Book 63, Pages 15-17 of the Public Records of Seminole County Florida; and

2. Whereas, the aforesaid road improvements were made pursuant to certain plans and specifications prepared by Zev Cohen and Associates dated (See Schedule attached) (as subsequently revised or amended) and filed with the Beneficiary or the Holder as the case may be; and

3. Whereas, Principal is obligated to protect the Beneficiary and owners of lots within the subdivision ( hereinafter referred to as Lot Owners) against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two years from 4/20, 2004; and

4. Whereas, to guarantee performance of said obligation by Principal, Principal has obtained and furnished to the Beneficiary/Holder a cashier's check in the sum of Thirty Seven Thousand and 00/100 Dollars (\$37,000.00).

Now therefore, the Beneficiary or Holder, as the case may be, agrees to accept the above referenced sum as security for the maintenance obligation of the Principal.

Principal, its successors and assigns, agrees to be held and firmly bound to the Beneficiary/Holder in the sum of Thirty Seven Thousand and 00/100 Dollars (\$37,000.00) on the condition that, if Principal shall promptly and faithfully protect the Beneficiary/Lot Owners against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two years from 4/20, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Beneficiary/Holder or Lot Owners shall notify the Principal and writing of any defects 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.

Should the Principal fail or refuse to perform or correct said defects within the time specified, the Beneficiary/Lot Owners (which shall include, but not be limited to any individual Lot Owner in the subdivision) shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to utilize the cash sum stated above to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the Beneficiary/Lot Owners, in view of the public interest, health, safety,

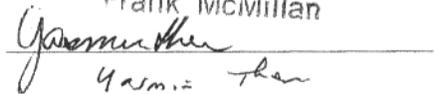
welfare and other factors involved, and the consideration in approving and filing said Plat shall have the right to resort to any and all legal remedies against the Principal, both at law and in equity, including specifically, specific performance, to which the Principal unconditionally agrees.

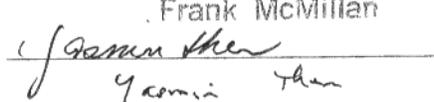
The Principal further agrees that the Beneficiary/Lot Owners (which shall include, but not be limited to any individual lot owner in the subdivision), at its option, shall have the right to correct such defects resulting from faulty materials or workmanship, or, pursuant to receipt of bids, cause to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and, in the event the Beneficiary should exercise and give effect to such right, the Principal shall be obligated hereunder to reimburse the Beneficiary/Lot Owners the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the Principal to correct such defects.

This agreement and all rights hereunder may be assigned to the individual Lot Owners or MIRROR LAKE PROPERTY OWNERS' ASSOCIATION, INC.

IN WITNESS WHEREOF the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

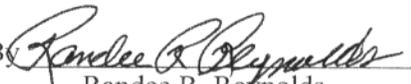
Attest/Witnesses:

  
\_\_\_\_\_  
Frank McMillan  
  
\_\_\_\_\_  
Yasmine Khan

  
\_\_\_\_\_  
Frank McMillan  
  
\_\_\_\_\_  
Yasmine Khan

PRINCIPAL

Florida Conference Association of  
Seventh-day Adventists  
655 North Wymore Road  
Winter Park, FL 32789

By   
\_\_\_\_\_  
Rande R. Reynolds  
Its Vice President

Corporate Seal

BENEFICIARY

Mirror Lake Property Owners'  
Association, Inc.

By   
\_\_\_\_\_  
Rande R. Reynolds  
Its President

Corporate Seal

**HOLDER:**

DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION  
SEMINOLE COUNTY, FLORIDA

Mark

Manager Road Operations/Stormwater

Date: 5/12/04

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

**WITNESSES:**

Lou Smith  
Sharon Johnson

STATE OF Florida )  
COUNTY OF Seminole ) ss

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 2004, by MARK HANSELT, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Linda Gail Blackwelder  
Print Name Linda Gail Blackwelder  
Notary Public in and for the County and State Aforementioned

My commission expires: April 6, 2008

F:\USERS\ROGER\FRM\LOC103  
Rev. 05/30/97



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SEMINOLE CO

PAGE 02

## SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS  
MAINTENANCE AND ESCROW AGREEMENT

2004 THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of FEB., between Temple Israel, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

## WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as \_\_\_\_\_, a Plat of which is recorded in Plat Book \_\_\_\_\_ Pages \_\_\_\_\_, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated NOV. 15, 2002, (as subsequently revised or amended) and filed with the Seminole County Engineer; 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 FEB. 4, 2004; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of Fifteen Thousand Three Hundred and 05/100 DOLLARS (\$15,300.05).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of Fifteen Thousand Three Hundred and 05/100 DOLLARS (\$15,300.05) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. 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 Thousand Three Hundred and 05/100 DOLLARS (\$15,300.05) 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 improvements and maintain said improvements for a period of two (2) years from FEB. 4, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole County Engineer 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.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other 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, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees 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 shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, 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 parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: Jan K Brown, Controller

Date: 2/2/04

*Barbara J Harbin*  
2/2/2004  
Barbara J Harbin  
My Commission DD112560  
Expires April 29, 2006

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SEMINOLE CO

PAGE 04

SUBDIVISION AND SITE PLAN  
PAVING AND DRAINAGE IMPROVEMENTS  
CASE MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Temple Israel, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of Fifteen Thousand Three Hundred \$15,300.05 DOLLARS (\$15,300.05), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind Temple Israel, Seminole County, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated Nov. 15, 2002 including surveying, engineering, and land clearing, for Temple Israel Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: February 2, 2004

Temple Israel (SEAL)  
Principal

Tom K. Brown, Controller (SEAL)  
Principal

\_\_\_\_\_  
Principal (SEAL)

Barbara J. Harbin 2/2/2004  
Barbara J Harbin  
My Commission DD112560  
Expires April 29, 2006

(App E, LDC, through Supp 16).

Supplement No. 17

Appendix E-83

PRIVATE ROAD MAINTENANCE BOND

5005297

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FOREST JOINT VENTURE, hereinafter referred to as "Principal" and Bond Safeguard Insurance Company hereinafter referred to as "Surety" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ Twenty Five Thousand Eight Hundred Five Dollars and 60 /100 (\$25,805.60) 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 streets, curbs, storm drains and other appurtenances in that certain subdivision described as Section 17, a plat of which is recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_, Public Records of Seminole County, Florida;

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated MAY 22, 2003, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary 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 JANUARY 26, 2004.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 JANUARY 26, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 and Beneficiary, or an 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, any Beneficiary, in view of the health, safety, welfare and factors involved, 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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 8th day of October, 2003.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner
By: [Signature] V.F.
(if corporation)

ATTEST: [Signature] Secretary
(if corporation)
SEAL

Address:

P. O. Box 98
Louisville, Ky 40201

Bond Safeguard Insurance Company
Surety
By: [Signature]
Its Attorney-in-Fact
Raymond M. Hundley
ATTEST: [Signature]

# Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Mary E. Joseph, Sandra F. Harper, Megan Kaelin, James T. Smith, John B. Manus, Linda Gibson,

Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY   
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



  
Janet L. Coppock  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 8th Day of October, 2003



  
Donald D. Buchanan  
Secretary