

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Letters of Credit for Road Maintenance Agreement

DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Michael K. Arnold, Manager **EXT.** 5622

Agenda Date <u>08/09/05</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approve release of Letter of Credit #5946960 in the amount of \$2,324.16 for Lake Mary Road ROW-CVS Drug Store and Letter of Credit #6216807 in the amount of \$11,345.00 for Rinehart Road R/W @ Carmax for Road Maintenance Agreements.

District 2 – Commissioner Morris
Lake Mary Road ROW-CVS Drug Store (Michael K. Arnold, Manager)

District 5 – Commissioner Carey
Rinehart Road R/W @ Carmax (Michael K. Arnold, Manager)

BACKGROUND:

A two-year maintenance inspection was conducted by staff for Lake Mary Road ROW-CVS Drug Store and Rinehart Road R/W @ Carmax and the projects were determined to be satisfactory. Staff recommends the release of these Letters of Credit.

Attachments: Copy of Letters of Credit

Reviewed by:
Co Atty: <u>N/A</u>
DFS: <u>N/A</u>
Other: <u>N/A</u>
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWR01</u>

PLANNING AND DEVELOPMENT DEPARTMENT

DEVELOPMENT REVIEW DIVISION



June 1, 2005

Certified #

7003-2260-0003-5324-6452

Chuck Whittall
Lake Mary Road Row-CVS Drug Store
7505 W Sand Lake Rd
Orlando, FL 32819

RE: /Public Road Maintenance Agreement

Project Name: Lake Mary Road Row-CVS Drug Store
Bond #/ LC # 5946960
Bond Amount: \$2,324.16
District # 2

Dear Mr. Whittall

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 May 23, 2005 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement. Seminole County Development Review Inspectors found no deficiencies. Therefore, the above mentioned Road Maintenance Agreement may be released as required by the LDC.

Please contact Gail Blackwelder, 520 W. Lake Mary Blvd, Sanford, FL, 32773; phone, 407-665-5710 for additional information for procedures to release the Maintenance Bond. Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

Should you require any further information, contact me at 665-7409.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqueline Laracuenta".

Jacqueline Laracuenta, CPM
Construction Inspection Supervisor

JL

cc: Tom Radzai, Development Review
Becky Noggle, Environmental Services
Roger Fox, Development Review Inspector
Gail Blackwelder, Roads-Stormwater
File

RIGHT-OF-WAY USE PERMITTING
RIGHT-OF-WAY UTILIZATION PERMIT
MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Lake Mary Commons L.H.C., whose address is 7505 W. Sand Lake Road, Orlando, FL 32819, hereinafter referred to as "PRINCIPAL" and [Redacted], hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 2,324.16 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 public right-of-way known as LAKE MARY Blvd., recorded in Plat Book 9, Page(s) 16, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 1, 2001, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from June 26, 2003;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from June 26, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The 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.

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 cost. 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 the said permit 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.

LAND DEVELOPMENT CODE

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, caused 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 hereunder to reimburse the COUNTY 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.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 26 day of June, 19 2003

Address:

Lake Mary Commons, LLC (SEAL)
PRINCIPAL

By: Charles Whittall as member
(If a Corporation)

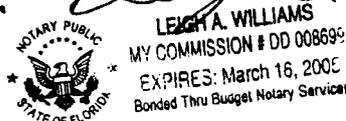
ATTEST: _____ Its: _____
(If a Corporation)

Address:

SURETY (SEAL)

By: _____ Its: _____
Its Attorney-in-Fact

ATTEST: Signed and sealed this 26th day of June, 2003. Leigh Williams



(App E, LDC, through Supp 16).

Supplement No. 17

Appendix E-194

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0000217 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DEBBIE A. MURRAY

of **ST. PETERSBURG** and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 16th day of **JANUARY** A.D., 2003.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 16th day of **JANUARY** A.D., 2003, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **M. Brooks Rorapough**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of **Feb.** A.D., 2003.



M. Brooks Rorapough
M. Brooks Rorapough, Secretary

BPOAC3 (combined) (06-02)



**WESTFIELD
INSURANCE**

A member of Westfield GroupSM

RIDER

Policyholder and/or Bondholder Disclosure: NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act became effective immediately and establishes a temporary Federal program that provides for a system of shared public and private compensation for an "insured loss" resulting from certified acts of foreign "terrorism", as defined under the Act. The Act further requires that all in-force exclusions for acts of terrorism, as defined in the Act, already contained in a policy/bond or included as an endorsement in a policy/bond, become nullified as of November 26, 2002.

Coverage for acts of terrorism is included in your current policy/bond and/or in any policy/bond quoted for you. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The actual coverage provided by your policy/bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your policy/bond, any endorsements to the policy/bond and generally applicable rules of law.

During your current policy/bond period, the portion of your premium that is attributable to coverage for acts of terrorism is \$0.00. If it becomes necessary to include a premium for terrorism coverage in a future renewal of your policy/bond, you will receive notification of that premium through a separate line in your policy/bond.

Should you have any question regarding this notice, please contact your insurance agent.

One Park Circle • P.O. Box 5001 • Westfield Center, OH 44251-5001 • 1.800.243.0210 • fax 330.887.0840 • www.westfieldgrp.com

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7-21-03:10:59AM:UNICORP NATIONAL DEV

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7 - 7

RIDER NO.

This Rider to be attached to and form part of Bond No. 5946960
effective 7/24/03, covering Right of Way Bond
on behalf of Scherer Construction & Engineering of Central Florida, LLC
and in favor of the County of Seminole

It is agreed and understood that this bond is for the site known as Shoppes at Lake Mary, LLC

The attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified.

This Rider is effective from the 24th day of July, 2003

Signed and dated this 24th day of July, 2003

- WESTFIELD INSURANCE COMPANY
- WESTFIELD NATIONAL INSURANCE COMPANY
- OHIO FARMERS INSURANCE COMPANY

By Debbie A. Murray
Debbie A. Murray, Attorney-in-Fact

Accepted _____

By _____

General
Power
of Attorney

POWER NO. 0000217 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DEBBIE A. MURRAY

of **ST. PETERSBURG** and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 16th day of **JANUARY A.D., 2003**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio
County of Medina ss.:

On this 16th day of **JANUARY A.D., 2003**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **M. Brooks Rorapough**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24 day of **July A.D., 2003**.



M. Brooks Rorapough, Secretary



**WESTFIELD
INSURANCE**

A member of Westfield GroupSM

RIDER

Policyholder and/or Bondholder Disclosure: NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act became effective immediately and establishes a temporary Federal program that provides for a system of shared public and private compensation for an "insured loss" resulting from certified acts of foreign "terrorism", as defined under the Act. The Act further requires that all in-force exclusions for acts of terrorism, as defined in the Act, already contained in a policy/bond or included as an endorsement in a policy/bond, become nullified as of November 26, 2002.

Coverage for acts of terrorism is included in your current policy/bond and/or in any policy/bond quoted for you. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The actual coverage provided by your policy/bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your policy/bond, any endorsements to the policy/bond and generally applicable rules of law.

During your current policy/bond period, the portion of your premium that is attributable to coverage for acts of terrorism is \$0.00. If it becomes necessary to include a premium for terrorism coverage in a future renewal of your policy/bond, you will receive notification of that premium through a separate line in your policy/bond.

Should you have any question regarding this notice, please contact your insurance agent.

PLANNING AND DEVELOPMENT DEPARTMENT

DEVELOPMENT REVIEW DIVISION



May 31, 2005

Certified #

7003-2260-0003-5324-6438

Jame Wilson
Rinehart Rd. R/W @ Carmax
4900 Cox Rd
Glenallen, VA 23060

RE: **Public Road Maintenance Agreement**

Project Name: Rinehart Rd. R/W @ Carmax
Bond #/ LC # 6216807
Bond Amount: \$11,345.00
District # 5

Dear Mr. Wilson

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 May 26, 2005 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement. Seminole County Development review Inspectors found no deficiencies. Therefore, the above mentioned Road Maintenance Agreement may be released as required by the LDC.

Please contact Gail Blackwelder, 520 W. Lake Mary Blvd, Sanford, FL, 32773; phone, 407-665-5710 for additional information for procedures to release the Maintenance Bond. Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

Should you require any further information, contact me at 665-7409.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jacqueline Laracuente".

Jacqueline Laracuente, CPM
Construction Inspection Supervisor

JL

cc: Tom Radzai, Development Review
Becky Noggle, Environmental Services
Roger Fox, Development Review Inspector
Gail Blackwelder, Roads-Stormwater
File

*Carrie Smith
will send copy of bond
6/21/05*

DOCUMENT ACTION FORM

SUBJECT:

ACCEPTANCE OF: R/W Utilization Maintenance Bond
PROJECT NAME: Rinehart Rd R/W - CurMax
BOND AMOUNT: \$11,345.00 BOND DATE: 7/10/03
BOND # / LETTER OF CREDIT: 6216807

AUTHORITY FOR PROCESSING:

Jacqueline Larociente ign
DIRECTOR/MANAGER SIGNATURE

1. To be placed on Report for BCC Meeting on _____
2. Signature Needed by Chairman YES
3. Board Approved on (Date) _____
4. Other (Specify) _____
5. Date Document Processed _____

NOTE: One Original and one copy of document or letter needed for original signature (Not applicable for Resolutions or Ordinances - Only.)

Additional copies of documents should be forwarded if applicable and required for proper distribution.

DIRECTIONS FROM ORIGINATING DEPARTMENT FOR FINAL PROCESSING OF ORIGINAL, EXECUTED DOCUMENTS BY COUNTY COMMISSION RECORDS.

PLEASE LOG IN AND FORWARD TO SANDY MCCANN @ COUNTY RECORDS FOR SUBMISSION INTO PUBLIC RECORDS. CALL ME IF YOU HAVE ANY QUESTIONS. THANKS VALLETA FOSSITT X7410.

7/10/2005

LAND DEVELOPMENT CODE

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, caused 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 hereunder to reimburse the COUNTY 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.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 11th day of July, 2003.

Address:

CarMax Auto Superstores, Inc. (SEAL)
PRINCIPAL

By: [Signature] Its: Assistant Secretary
(If a Corporation)

ATTEST: _____ Its: _____
(If a Corporation)

Safeco Insurance Company of America (SEAL)

Address:

P.O. Box 1137
Richmond, VA 23218

SURETY
By: [Signature] Its: Attorney In Fact
Its Attorney-in-Fact

ATTEST: [Signature]
Dana L. McCaskey

(App E, LDC, through Supp 16).

Supplement No. 17

Appendix B-194

No. 9534

ALL BY THESE PRESENTS:

SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby
.....BARBARA B. CANNADY; DUREMA KISSAM; KAYLYN HOLSHU; Richmond, Virginia.....

and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character
in the course of its business, and to bind the respective company thereby.

ESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and
these presents

this 7th day of May, 1999

R A Pierson

R.A. PIERSON, SECRETARY

W Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that
by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to
on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any
at making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or
of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not
sary to the validity of any such instrument or undertaking "

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

certificate executed by the Secretary or an assistant secretary of the Company setting out,

- i) The provisions of Article V, Section 13 of the By-Laws, and
 - ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 - iii) Certifying that said power-of-attorney appointment is in full force and effect,
- Signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

erson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the
extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and
and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

ESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th day of July, 2003



R A Pierson

R.A. PIERSON, SECRETARY



Kimley-Horn
and Associates, Inc.



3660 Maguire Blvd.
Suite 200
Orlando, Florida
32803

TEL 407 898-1511
FAX 407-894-4791

DEVELOPMENT
REVIEW DIVISION
SEMINOLE COUNTY

Transmittal

Date: July 14, 2003 Job Number: 049194000
 Project Name: Carmax
 To: Jackie Laracuate
Seminole County Development Review
1101 E. First Street
Sanford, FL 32771
407-665-7331

We are sending these by:

- U.S. Mail FedEx Hand Deliver
 Other: Via Courier

We are sending you:

- Attached Under separate cover via _____ the following items:
 Shop Drawings Prints/Plans Samples Specifications Change Orders
 Other: _____

Copies	Date	No.	Description
1	7/11/03		Right-of-Way Utilization Permit Maintenance Bond

These are transmitted as checked below:

- For your use Approved as submitted Resubmit Copies for approval
 As requested Approved as noted Submit Copies for distribution
 For review and comment Returned for corrections Return Corrected prints

Remarks: If you have any questions regarding the attached information, please don't hesitate to call me.

Copy to: File Signed Jeffrey M. Brittain
 Jeffrey M. Brittain, P.E. *kg mtc*