

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of a Cash Right of Way Utilization Maintenance Bond

DEPARTMENT: Planning & Development **DIVISION:** Development Review

AUTHORIZED BY: Don Fisher **CONTACT:** JR Ball, III **EXT.** 7399

Agenda Date <u>10/10/2006</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"/>

MOTION/RECOMMENDATION:

Authorize the release of the Maitland Avenue Right of Way – Walgreens Utilization Permit Maintenance Bond, for road improvements.

District: 2 (Morris)

JR Ball, III, Acting Development Review Manager

BACKGROUND:

The following Maintenance Bond was required as part of the Land Development Code Section 35.44 (e) *Additional Required Legal Submittals(1) Bonds* to insure operating conditions have not significantly degraded. A two year maintenance inspection was conducted by staff for this project and was determined to be satisfactory.

- **Maitland Avenue Right of Way-Walgreens**
Maintenance Bond for \$1,041.90 (Cash)

STAFF RECOMMENDATION:

Staff recommends the release of this Maintenance Bond.

District: 2 (Morris)

Attachments: Copy of Maintenance Bond, deposit memo and a copy of the original check.

Reviewed by: Co Atty: <u>KFT</u> DFS: _____ Other: _____ DCM: _____ CM: <u>DF</u> File No. <u>cpdd01</u>

RIGHT-OF-WAY USE PERMITTING

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

KNOW ALL MEN BY THESE PRESENTS:

That we Win I, Ltd.
2901 Rigsby Lane Safety Harbor, FL 34695, whose address is
"PRINCIPAL" and Seminole County, 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 \$(One Thousand Forty One Dollars & Ninety Cents 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 Maitland Avenue Walgreens Subrecorded in Plat Book 1, Page(s)
12, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and
specifications dated May 29, 2002, 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 October 31, 2002;

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 October 31, 2002, then this obligation shall be
null and void, otherwise it shall remain in full force and affect.

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 uncondition-
ally 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 31 day of October, 19 2002.

Win I, Ltd, a Florida general partnership

Address:

2901 Rigsby Lane
Safety Harbor, FL 34695

Michael T. Wagner (SEAL)
Michael T. Wagner

Vice President, Paradise

By: Development Grp., Inc. Its: General Partner

ATTEST: *M. Bridget Blake* Its: Secretary
M. Bridget Blake

Address:

SURETY (SEAL)

By: _____ Its: _____
Its Attorney-In-Fact

ATTEST: _____

(App E, LDC, through Supp 16).

Supplement No. 17

Appendix E-194

PLANNING AND DEVELOPMENT DEPARTMENT

DEVELOPMENT REVIEW DIVISION



November 4, 2002

TO: Denise Dudley, Auditor
County Finance

FROM: Valleta T. Fossitt, Sr. Staff Assistant *VTF*
Development Review Inspections

RE: Cash Bond Payment

Please deposit the \$1,041.90, cash payment from Paradise Group Win I, LTD 2901 Rigsby Lane, Safety Harbor FL 34695 into escrow account # 10400-22020000 for Planning/Development Review Inspections Division.

If you have any questions, please contact me at ext. 7410.

Thank you for your assistance.

10/31/02 Valetto front

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FIRST UNION 0000387

OFFICIAL CHECK HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE

23:97
1020

428064683

10/31/2002

Pay To The Order Of SEMINOLE COUNTY \$ 1,041.90

*ONE THOUSAND FORTY ONE DOLLARS AND 90 CENTS Dollars

WIN I, LTD

For Issued by Integrated Payment Systems Inc., Englewood, Colorado
Bank One, Colorado N.A., Denver, Colorado

DRAWER: FIRST UNION NATIONAL BANK

[Signature]
Authorized Signature

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