

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bonds for Lake Forest 12B

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

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 2148
John Cirello, Director **Bob Riggs, Finance Manager**

| |
|---|
| Agenda Date <u>12-20-05</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 original Water and Sewer Maintenance Bonds

BACKGROUND:

Release Maintenance Bond #B21868339 in the amount of \$4,124.61 for water and sewer which was accepted by submission into County Records Memorandum dated October 10, 2003 for the project known as Lake Forest Sect.12B District 5 - Carey

Please return original Bonds to: Amy Bradbury
NTS
10172 Linn Station Rd.
Louisville, Kentucky 40223
(502) 426-4800

| | |
|--------------|--------------------|
| Reviewed by: | _____ |
| Co Atty: N/A | _____ |
| DFS: N/A | _____ |
| Other: N/A | _____ |
| DCM: | <u>[Signature]</u> |
| CM: | <u>[Signature]</u> |
| File No. | <u>CE5A01</u> |



10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

November 18, 2005

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

RE: Lake Forest, Section 12B
Bond #B21868339
Amount: \$4,124.61
District #5

Dear Ms. Noggle:

I received the enclosed letter from Mr. Brent Keith stating that the bond for the above-referenced project has been approved for release. I am requesting that the bond be placed on the docket of the next available Board Session. Please return the original bond to me at 10172 Linn Station Road, Louisville, Kentucky 40223. I will then forward it to the bond company for release.

Thank you for your assistance in this matter. If you have any questions or need any further information, please do not hesitate to contact me. My direct number is (502) 429-9888, ext. 101.

Sincerely,

A handwritten signature in black ink that reads "Amy S. Bradbury". The signature is written in a cursive, flowing style.

Amy S. Bradbury
Legal Assistant

/asb
Enclosure

ENVIRONMENTAL SERVICES DEPARTMENT



August 31, 2005

Orlando Lake Forest Joint Venture
5350 Shoreline Cir.
Lake Forest, FL 32771

Re: Water and Sower Maintenance Bond

To: Amy

Project Name: Lake Forest 12B
Bond# B21868339
Amount: \$4,124.61
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 8/26/05 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 8/26/05, 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,

Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond #B21868339

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and Gulf Insurance Company, whose address is 3055 Lebanon Rd., Nashville, TN 37214, hereinafter referred to as "SURETY" are held 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 \$ Four Thousand One Hundred Twenty Four Dollars and 61/100 (\$4,124.61) 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 water and sewer facilities and other appurtenances in that certain subdivision described as Section 12B, a plat of which is recorded in Plat Book 62, Pages 86 and 87, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated October 10, 2003, and filed with the Department of Public Works of Seminole County; 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 October 10, 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 and maintain said improvements for a period of two (2) years from October 10, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works 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 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, 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 the 1st 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.P.
(if corporation)

ATTEST: [Signature] Its Secretary

(if corporation)
SEAL

Address:

P. O. Box 98
Louisville, Ky 40201

Gulf Insurance Company
Surety

By: [Signature]

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

James T. Smith John B. Manus Kathy Hobbs James H. Martin Raymond M. Hundley
Brook T. Smith Jason D. Cromwell

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo

ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 15th day of October, 20 03

George Biancardi

George Biancardi
Senior Vice President