

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas)

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas).

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond w/ Escrow Agreement (Check #1048) dated 3/05/2007 in the amount of \$3,500.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as I-4 Industrial Park Lot 3 (Life Gas). This cash bond replaced the original Maintenance Agreement w/ LOC in March of 2007. Original Letter of Credit was dated 8/28/06.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas).

ATTACHMENTS:

1. Release request

<p>Additionally Reviewed By: No additional reviews</p>

Sanford I LLC and Sanford II LLC
928 Manatee Way
Hollywood Florida 33019

September 15TH 2008

Environmental Services Dept.
Seminole County
500 W Lake Blvd
Sanford FL 32773
Attn: Betty Nogle.

Re: Cash Maintenance Bond w/ Escrow Agreement
Project name: I-4 Industrial Park Lot 3 (Life Gas)
CK 1048 Amount \$3,500.00
District #5

This letter is a request for release of Maintenance Bond relating to the above project.

Sincerely

A handwritten signature in black ink, appearing to read 'Ian Silverman', with a horizontal line extending to the right from the end of the signature.

Ian Silverman
Sanford I LLC and Sanford II LLC

ENVIRONMENTAL SERVICES DEPARTMENT



August 18, 2008

Sanford I LLC & Sanford II LLC
928 Manatee Way
Hollywood, FL 33019

Re: Cash Maintenance Bond w/ Escrow Agreement

Project Name: I4 Industrial Park Lot 3 (Life Gas)
CK# 1048
Amount: \$3,500.00
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 **08/18/08** 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 **08/18/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. 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,

A handwritten signature in black ink that reads "Becky Noggle for Brent Keith".

Brent Keith
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, between SANFORD I LLC & SANFORD II LLC, 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 water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as 275 HICKMAN DRIVE, as recorded in Plat Book 1, Page _____, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and 4TH SECTION, LOT 3, PAGES 34, 36, & 77.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated JUNE 7TH, 2005, (as subsequently revised or amended on _____, 20____) and filed with the COUNTY Department of Environmental Services; 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 AUGUST 25TH, 2006; 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500).

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 water and sewer improvements into the COUNTY Utility 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500) to guarantee that all water and sewer 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500) 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 AUGUST 25TH, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.
5. The COUNTY Department of Environmental Services 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 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 costs 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 failure of the PRINCIPAL to correct said defects.

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SANFORD I LLC & SANFORD II LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500), 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 reference, does bind SANFORD I LLC & SANFORD II LLC, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated JUNE 14, 2005 including surveying, engineering, and land clearing, for 275 HICKMAN DRIVE 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 2/27, 2007.

928 MANATEE WAY
Address
HOLLYWOOD, FL. 33019.

SANFORD I LLC & SANFORD II LLC.
(PRINCIPAL)
By: [Signature] (Signature)
Its MANAGING PARTNERS. (Title)

[CORPORATE SEAL]

N/A



ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name SANFORD I LLC AND SANFORD II LLC
 Address 928 MANATEE WAY
 City HOLLYWOOD, FL 33019 Phone _____
 Subdivision I4 IND PK LOT A2 Account # _____
LIFE GAS Cycle/Rt # _____
 Lot # _____ Street # _____ Project # _____

PLEASE PLACE THIS INTO ESCROW TO REPLACE
ORIGINAL 2 YEAR MAINT AGREEMENT W/ LOC.

CASH MAINT BOND WILL
EXPIRE ON 8/28/08.

PAID:	
Miscellaneous	\$ <u>3,500.00</u>
Water	\$ _____
Sewer	\$ _____
Meter Set	\$ _____
Deposit	\$ _____
TOTAL	\$ <u>3,500.00</u>

✓ # 1048

BY: B. NOGGLE *Bu* DATE: 3/5/07

24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.
 Southeast Regional – Winter Park: (407) 665-2767
 Greenwood – Lake Mary: (407) 321-0349
 Operating Hours 8:00 am – 3:00 pm

UTILITY AGREEMENT/OFFICE USE ONLY				
BCC APPROVED _____				
PLACED IN ESCROW <u>X</u>				
WHITE/OFFICE	GREEN/FINANCE	CANARY/DEPOSIT	PINK/CONSUMER	GOLD/DEVELOPMENT FILE