

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize release of the Maintenance Agreement for Road Improvements and Irrevocable Letter of Credit for Ciara Creek Office Park a/k/a Edwards Young Business Center

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Alison Stettner **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Maintenance Agreement for Road Improvements and Irrevocable Letter of Credit #112 in the amount of \$3,089.00 for the Ciara Creek Office Park a/k/a Edwards Young Business Center road improvements.

District 2 Michael McLean

Lee Shaffer

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Ciara Creek Office Park a/k/a Edwards Young Business Center project to have a Maintenance Agreement for Road Improvements and Irrevocable Letter of Credit, specifically, Maintenance Agreement and Irrevocable Letter of Credit #112 for \$3,089.00 (Orlando National Bank), to insure against any significant degradation in operating conditions resulting from any defective work covered by this agreement and letter of credit. Staff conducted a two year maintenance inspection for this project located on Longwood/Lake Mary Road at Ruth Boulevard and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Ciara Creek Office Park a/k/a Edwards Young Business Center Maintenance Agreement and Irrevocable Letter of Credit #112 in the amount of \$3,089.00 for the Edwards Young Business Center road improvements.

ATTACHMENTS:

1. Maintenance Agreement for Road Improvements
2. Irrevocable Letter of Credit

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>

SUBDIVISION AND SITE PLAN
MAINTENANCE AGREEMENT
(Road Improvements)

THIS AGREEMENT is made and entered into this day of 21 SEPT., 2007, between GIARA GROUP L.L.C., 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 road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as GIARA CREEK OFFICE PARK, a Plat of which is recorded in Plat Book 6459 Pages 669, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated MAY 4, 2006 (as subsequently revised or amended) 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 road improvements and to maintain said road improvements for a period of two (2) years from SEPT. 21, 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 112 issued by ORLANDO NATL. BANK in the sum of Three Thousand Eighty Nine and 100/100 DOLLARS (\$ 3,089.00).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

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 EIGHTY NINE AND 100/100 DOLLARS (\$ 3,089.00) 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 road improvements and maintain said road improvements for a period of two (2) years from SEPT. 21, 2007 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.

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, 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.



IRREVOCABLE LETTER OF CREDIT
(For Maintenance Agreement – Road Improvements)

Orlando National Bank
840 S. Denning Drive
Winter Park, Florida 32789

September 24, 2007

Seminole County board of
County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Re: Irrevocable Letter of credit No. 112

Dear Commissioners:

By order of CIARA GROUP, LLC, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on Orlando National Bank up to an aggregate amount of \$3,089.00 available by your drafts at site accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated September 21, 2007 between CIARA GROUP, LLC. And Seminole County is in default.

Drafts must be drawn and negotiated on or before November 24, 2009, 26 months after Maintenance Agreement, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 112 of Orlando National Bank dated September 24, 2007, and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event of a draw based on expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with CIARA GROUP, LLC.

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled". In any event, upon expiration or at any time after the completion of the Maintenance Agreement dated September 21, 2007 and the completion of CIARA GROUP, LLC obligations thereunder, you will return the original Irrevocable Letter of Credit to this Bank marked "Cancelled".



840 S. Denning Drive
Winter Park, FL 32789

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www.orlandonationalbank.com



We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

In the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorneys' fees, but the Orlando National Bank shall not be responsible for any attorneys' fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated September 21, 2007 and referenced herein.

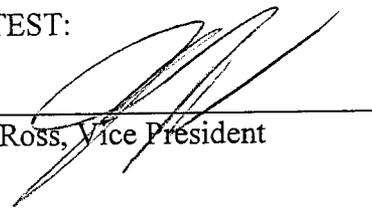
Very truly yours,

ORLANDO NATIONAL BANK



Louise S. Long
Senior Vice President

ATTEST:

By: 
Jim Ross, Vice President