

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Maintenance and Escrow Agreement and Cash Maintenance Bond for Sonny's Restaurant at Oviedo Marketplace

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Larry Poliner **EXT:** 7318

MOTION/RECOMMENDATION:

Authorize the release of the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,303.75 for the Sonny's Restaurant at Oviedo Marketplace road improvements.

District 2 Michael McLean

Larry Poliner

BACKGROUND:

Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,303.75 was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond. A two year maintenance inspection was conducted by staff for this project located at Red Bug Lake Road and Dover Garden Lane, Seminole County and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1303.75 for the Sonny's Restaurant at Oviedo Marketplace road improvements.

ATTACHMENTS:

- 1. Maintenance and Escrow Agreement
- 2. Cash Maintenance Bond
- 3. Request Letter

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| <p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (David Shields)</p> |
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SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS
MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of April, 1926, between Sony's Franchise Company, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as Orwell's Cassings, a Plat of which is recorded in Plat Book 47 Pages 80-83, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 11/22, 1927, (as subsequently revised or amended) and filed with the Seminole County Engineer; 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 April 25, 1926; 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 One thousand Three Hundred and Three & 93/100 DOLLARS (\$ 1,303.93).

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 paving and drainage improvements into the County 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 One thousand Three Hundred and Three & 93/100 DOLLARS (\$ 1,303.93) to guarantee that all paving and drainage 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 One thousand Three Hundred and Three & 93/100 DOLLARS (\$ 1,303.93) 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 April 25, 1926, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole 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.

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 cost 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 the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered
in the presence of:

Wendy

Sally's Franchise Company
BY: _____ *C.F.O.*
Date: _____ *4/25/06*

SUBDIVISION AND SITE PLAN
PAVING AND DRAINAGE IMPROVEMENTS
CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Sony's Franchise Company, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of One Thousand Three Hundred and Thirteen & 25/100 DOLLARS (\$ 1,303 ²⁵/₁₀₀), 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 this reference to it, does bind Sony's Franchise Company, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated 11/22/64, including surveying, engineering, and land clearing, for Circle Crossing 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: April 25, 192006.

Sony's Franchise Company
[Signature] CFO (SEAL)
Principal

Principal (SEAL)

Principal (SEAL)

(App E, LDC, through Supp 16).



March 3, 2008

Ms. BeJay Harbin
Seminole County
Planning And Development Department
1101 East First Street
Sanford, Florida 32771

Via EMAIL

Re: Sonny's Real Pit Bar-B-Q at Oviedo Marketplace
Two Year Maintenance Bond Inspection
Bond Amount: \$1,303.75

Dear BeJay:

Per our conversation, this letter serves as request to release the above referenced cash bond.

Thanks again for your help. If you require anything further, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink that reads "Tracy McGain". The signature is written in a cursive style.

Tracy McGain
Construction Services Coordinator

Sonny's Franchise Company
2605 Maitland Center Parkway, Suite C
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