

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for The Gathering Place Worship Center, LLC.

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of The Gathering Place Worship Center, LLC Right-of-Way Utilization Permit Maintenance Bond #70060349 in the amount of \$6,000.00 for The Gathering Place Worship Center, LLC road improvements.

District 5 Brenda Carey

Lee Shaffer

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required The Gathering Place Worship Center, LLC project to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #70060349 for \$6,000.00 (Western Surety Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on the east side of Orange Boulevard and south of South Sylvan Lake Drive and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of The Gathering Place Worship Center, LLC Right-of-Way Utilization Permit Maintenance Bond #70060349 in the amount of \$6,000.00 for The Gathering Place Worship Center LLC road improvements.

ATTACHMENTS:

- 1. ROW Use Permit Maintenance Bond
- 2. Power of Attorney

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

RIGHT-OF-WAY USE PERMITTING**RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)****KNOW ALL MEN BY THESE PRESENTS:**

That we The Gathering Place Worship Center, Inc., whose address is P. O. Box 951629, Lake Mary, FL 32795, hereinafter referred to as "PRINCIPAL" and WESTERN SURETY COMPANY, 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 \$ 6,000.00 Six Thousand and no/100 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 _____ recorded in Plat Book See Attached, Page(s) _____ Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20 04, 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 March 8, 20 06;

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 March 8, 20 06 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.

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 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 8th day of March, 2006.

The Gathering Place Worship Center, Inc.
P. O. Box 951629
Lake Mary, FL 32795

Name and Address:

PRINCIPAL (Seal)

By: _____ Its: _____
(If a corporation)

Attest: _____ Its: _____
(If a corporation)

WESTERN SURETY COMPANY
101 S. Phillips Ave.
Sioux Falls, SD 57104-6703

Name and Address:

SURETY (Seal)

By: C. Langdon Its: C. Langdon, Ass't. Sec.
Its Attorney-in-Fact

Attest: H. Dahlstrom H. Dahlstrom, Ass't Sec.

(App E, LDC, through Supp 16).

By _____
Appointed Agent of Surety

EXHIBIT "A"

A PARCEL OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST; SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST; THENCE RUN S.00°00'00"W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 483.88 FEET THENCE DEPARTING THE WEST LINE OF THE NORTHWEST 1/4; RUN N.89°54'41"E., A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD #431 (ORANGE BOULEVARD), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°54'41"E., A DISTANCE OF 497.51 FEET; THENCE S.00°00'44"E., A DISTANCE OF 423.14 FEET; THENCE S.89°54'41"W., A DISTANCE OF 68.18 FEET; THENCE S.00°00'44"W., A DISTANCE OF 17.00 FEET; THENCE S.89°54'41"W., A DISTANCE OF 431.24 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY LINE OF COUNTY ROAD #431; THENCE N.00°00'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 440.14 FEET TO THE POINT OF BEGINNING.

OFFICIAL RECORDS
BOOK PAGE
3795 0342

SEMINOLE CO. FL

Handwritten text: "Certified copy" (written vertically) and "10/2" (written near the top left).

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

C. Langdon of Sioux Falls, State of South Dakota, its regularly elected Assistant Secretary, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 8th day of March, 2006.

ATTEST

A. Viator

Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 8th day of March, 2006, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

SEAL NOTARY PUBLIC SEAL
S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2010

S. Petrik

Notary Public

STATE OF SOUTH DAKOTA }
County of Minnehaha }

SS

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

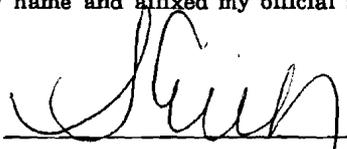
On this 8th day of March, 2006, before me, a Notary Public in

and for said County, personally appeared C. Langdon, Ass't. Sec.
personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

S. EICH
My Commission Expires 2-12-2009



Notary Public