

ENVIRONMENTAL SERVICES DEPARTMENT



March 17, 2020

Park Square Enterprises, LLC
5200 Vineland Rd
Suite 200
Orlando, FL 32811

Re: Maintenance Bond for Water & Sewer Facilities

Project Name: Windsor Square
Bond# CMS0327784
Amount: \$ 60,777.23
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 **3/17/2020** to ensure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **3/17/2020** the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond can be released as required by the Land Development Code.

Bonds/LOC's are to be released upon your request by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Alan Jensen
Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES**KNOW ALL MEN BY THESE PRESENTS:**

5200 Vineland Road, Suite 200

That we, Park Square Enterprises, LLC whose address is Orlando, FL 32811, hereinafter referred to as "PRINCIPAL," and RLI Insurance Company, whose address is Peoria, IL 61615, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \$ 60,777.23 (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Windsor Square, a plat of which is recorded in Plat Book _____, Page _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated SEPTEMBER 6, 2016, 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 January 15, 2018,

NOW, THEREFORE, the condition of this obligation is such that if the 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 January 15, 2018, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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 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 costs. 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, 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 and the SURETY shall be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 15th day of January, 2018.

Park Square Enterprises, LLC (PRINCIPAL)

By: [Signature] (Signature)

its EVP (Title)

RLI Insurance Company (SURETY)

By: [Signature] (Signature)

William Reidinger
its Attorney-in-Fact

5200 Vineland Road, Suite 200, Orlando, FL 32811
Address

[CORPORATE SEAL]

9025 N. Lindbergh Drive, Peoria, IL 61615
Address

[CORPORATE SEAL]



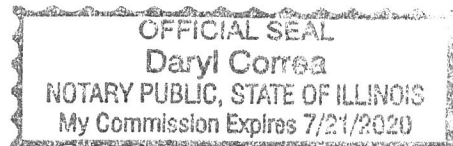
State of ... Illinois
County of ... Cook ss.:

Surety
Company
Acknowledgment:

On this 15th day of January 2018., before me
personally appeared.... William Reidinger, to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at.. Schaumburg, IL.....,
that he/she is the Attorney In Fact of RLI Insurance Company
....., the corporation described in and which
executed the annexed instrument; that he/she knows the corporate seal of
said corporation that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and
that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.

.....
Notary Public in and for the above County and State.

My commission expires..... 7/21/2020



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0327784

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

William Reidinger in the City of Schaumburg, State of IL,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Park Square Enterprises, LLC

Obligee: Seminole County

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation 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 Corporation. 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 or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2018.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 15th day of January, 2018.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

State of Illinois
County of Peoria

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On this 15th day of January, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

