



DEPARTMENT OF PUBLIC WORKS AND ASSETS  
LOUISVILLE, KENTUCKY

JERRY E. ABRAMSON  
MAYOR

TED A. PULLEN, P.E., DIRECTOR

August 28, 2009

Ms. Vicki Stevenson  
The Bank of New York Mellon  
Corporate Trust Services  
614 W. Main Street, Ste. 2600  
Louisville, Kentucky 40202


RE:           **PRIMROSE MEADOWS 1A**           **DOCKET NO. 10-26-06**

Dear Ms. Stevenson:

The following items have been received from David Greenburg for the required bond for the referenced subdivision pursuant to the requirements of the Metropolitan Subdivision Regulations and the Louisville-Jefferson County Metro Public Works Department:

1. \$50 National City Bank Check No. 1194 made payable to Bank of New York *& \$50 check # 1205*
2. \$3,000 National City Bank CD with Assignment and Notice No. 2696650862 - *586295820*
3. \$15,000 Travelers Surety No. 105303831 *586295980*

Sincerely,

  
Paula Wahl, P.E.  
Engineer Manager

The above listed items were this the *25<sup>th</sup>* day of *January*, *2010*, ~~2009~~ given to me by the Louisville-Jefferson County Metro Planning & Design Services, per the agreement dated December 12, 1989.

Vicki Stevenson  
The Bank of New York Mellon



PW/clb

**SUBDIVISION BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Primrose Meadows, LLC of \_\_\_\_\_

12305 Westport Road, Suite 104, Louisville, KY 40245, as Principal, and

Travelers Casualty and Surety Company of America, having its

principle office and place of business in the City of Hartford, CT, as Surety, are held

and firmly bound unto Louisville Metro Public Works, as Obligee, in the sum of Fifteen Thousand

Dollars and 00/100 (\$ 15,000.00 ) DOLLARS, for which payment well and

truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has been granted preliminary subdivision approval of a subdivision known as Primrose Meadows 1 A - Docket # 10-26-06 - Roadway and Drainage, said approval being conditioned upon the installation of physical improvements in said subdivision, in accordance with construction plans prepared by Mindel Scott Engineering, and approved by Louisville Metro Public Works and the Metropolitan Sewer District, and for the installation of fire hydrants as required by the National Fire Protection Association; and

WHEREAS, the Principal has entered into a written agreement with Obligee relating to the above-referenced physical improvements (the "Subdivider's Contract");

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such, that if the above bounden Principal shall well and truly and in good, sufficient and workmanlike manner perform or cause to be performed the installation of said physical improvements in accordance with the terms and conditions of the Subdivider's Contract, then this obligation shall be null and void; otherwise to remain in full force and effect until said physical improvements have been completed and accepted by an authorized agent of the Louisville Metro Planning Commission or Louisville Metro Public Works.

The parties hereto further agree to the following terms and conditions:

1. This Subdivision Bond is effective for the annual period from July 14, 2009 to July 13, 2010, and shall be deemed automatically renewed annually thereafter by this Surety, unless this Surety provides written notice of cancellation to the Obligee and the Principal at least seventy-five (75) calendar days prior to the annual renewal date of the bond. Should this Surety provide said notice of cancellation, then the Principal shall provide a Replacement Surety Bond to the Obligee on or before the date of said cancellation. Upon the Principal providing said Replacement Surety Bond, then this Surety shall be released and discharged from any liability, demand, or claim on this Subdivision Bond. Should this Subdivision Bond not be renewed as required herein, then the Obligee shall be entitled to forfeiture hereof, in the penal sum of this Subdivision Bond upon written notice to the Surety. The Surety shall pay said forfeiture demand within thirty (30) days after receipt of said written demand from the Obligee.

2. Any funds received by the Obligee from the Surety as a result of said forfeiture shall be held by the Obligee in an interest bearing account for the performance of the Principal's obligations herein in the event of default by

the Principal of those obligations, and any unused funds shall be returned to the Surety upon satisfaction of the Principal's obligations herein. Surety shall be entitled to an accounting of all funds received and disbursed by the Obligee as a result of said forfeiture.

3. The Surety herein shall retain a rating with AM Best's Company of A-/VIII or better. Should the Surety fail to maintain said rating by AM Best's Company, such failure shall be deemed a default hereunder by the Principal and Surety, and the Obligee shall be entitled to forfeiture of the penal sum of this Subdivision Bond. Said forfeiture being subject to the requirements set forth in Paragraphs No. 1 and 2 hereinabove.

4. Notice to the Obligee as required herein shall be made and delivered via Certified Mail to Metro Public Works, 444 South 5<sup>th</sup> Street, Suite 400, Louisville, KY 40202.


5. Notice to the Principal and the Surety as required herein shall be made and delivered via Certified Mail to the address listed below.

Signed and sealed this 14th day of July, 2009.

**Principal:** Primrose Meadows, LLC  
Name  
12305 Westport Road, Suite 104  
Address  
Louisville, KY 40245  
City, State, Zip

**By:** \_\_\_\_\_  
Signature  
David S. Greenberg Member  
Please type name and Title

**Surety:** Travelers Casualty and Surety Company of America  
Name  
One Tower Square  
Address  
Hartford, CT 06183  
City, State, Zip

**By:**   
Attorney-in-Fact  
Ruth Ann Herzog  
Please type name





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105303831

Principal: Primrose Meadows, LLC

OR

Project Description: Primrose Meadows 1 A - Docket # 10-26-06 - Roadway and Drainage

Obligee: Louisville Metro Public Works

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ruth Ann Herzog of the City of Louisville, State of KY, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

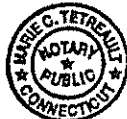
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 30th day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

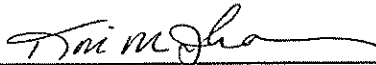
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2009.

  
Kori M. Johanson, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [stpaultravelersbond.com](http://stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**



## Certificate Of Deposit Receipt

Account No. 2696650862

Depositor #1 PRIMROSE MEADOWS LLC
Depositor #2

Certificate Type

Retail

Retirement

Rate Type

Fixed Rate

Variable Rate

Date 8/28/2009

Amount \$ 3,000.00

Maturity Date 9/28/2010

Interest Rate 1.04 %

Term 13 Months

Annual Percentage Yield 1.05 %

Interest Payment Method Reinvest

**National City**

Official Signature

Subject to the terms and conditions of Bank's Time Deposit Account Agreement and Pricing Schedule as in effect from time to time. A penalty will be imposed for early withdrawal.

NON-NEGOTIABLE AND NON-TRANSFERABLE TIME DEPOSIT

Member FDIC

(01/18/06) DA0091CP

# Assignment Of Savings Or Time Deposit Account

For Value Received, each of the undersigned hereby sells, assigns, transfers and sets over unto NATIONAL CITY BANK, its successors and assigns, (hereinafter called "Assignee") all of the right, title and interest of undersigned in and to a Savings or Time Deposit Account, (hereinafter called "Deposit") in the name/s of PRIMROSE MEADOWS LLC

\_\_\_\_\_ bearing account number 2696650862 region # 0031 evidencing a deposit in the amount of \$ \$3,000.00 and in and to the funds including all deposits made and all interest accrued to date and earned hereafter and to any replacement certificate or passbook. This assignment is made and the Deposit is to be held by Assignee as collateral security for any and all liabilities of PRIMROSE MEADOWS LLC

12305 WESTPORT RD STE 104 LOUISVILLE KY 40245-2712

and/or of undersigned or any of them of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and howsoever evidenced (all of which liabilities are hereinafter called "Liabilities"). Assignee from time to time and at any time may take or release other security, may release any party or parties primarily or secondarily liable for any one or more of the Liabilities, may grant extensions, renewals, or indulgences with respect to the Liabilities and may apply the proceeds of the Deposit, in whole or in part, to the Liabilities in such order as Assignee, in its sole discretion, shall determine, without resorting to any other security.

Each of the undersigned hereby gives to Assignee full power and authority in the event of default with respect to any of the Liabilities, to give any necessary notice, to surrender the Deposit for payment, and to apply the proceeds thereof without notice. This assignment is coupled with an interest and shall not be revoked by death of any of the undersigned or otherwise. This assignment shall be binding upon each of the undersigned and the heirs, personal representatives, successors and assigns of each of the undersigned.

Dated: 8/28/2009

\_\_\_\_\_  
\_\_\_\_\_

To Branch of Account SPRNGHURST Originating Branch Springhurst Kroger

By Sarah J Huelsman Reg. # 0031

Please verify below required acknowledgments.

Balance \$ \$869.02

As of Date 8/28/2009

Signature verified \_\_\_\_\_

Signature card noted \_\_\_\_\_

Computer hold prepared \_\_\_\_\_

Branch of Account SPRNGHURST

# BY   
(AUTHORIZED SIGNATURE)

To Originating Branch Springhurst Kroger

The above assignment is hereby cancelled. \_\_\_\_\_ Dept.

BY \_\_\_\_\_

