

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Planning Department

Department contract file name (use effective date): SD East Liberty Healthcare Parcel 7\_Planning\_20240531

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Financial Guarantee for Infrastructure

Contract Component: Payment and Performance Bond

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Liberty Healthcare Properties of Chatham County, LLC

Effective Date: 05/31/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 3/21/2026

Total Amount: Financial Guarantee - \$75,000

Please Return Contract to:

Name: Hunter Glenn

Email:

hunter.glenn@chathamcountync.gov

Special Instructions for Clerks

Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: *Jam Sull* (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract



NORTH CAROLINA  
CHATHAM COUNTY

THIS CONTRACT FOR SUBDIVISION IMPROVEMENTS (this "Contract") made and entered into this the 31<sup>st</sup> day of May, 2024 by and between Liberty Healthcare Properties of Chatham County, LLC with a mailing address of 2334 S. 41<sup>st</sup> Street, Wilmington, North Carolina 28403-5502 (the "Developer") and Chatham County, a body politic and corporate of the State of North Carolina, with a mailing address of Post Office Box 54, Pittsboro, North Carolina 27312 (the "County");

W I T N E S S E T H:

WHEREAS, the Developer wishes to guarantee the satisfactory completion of the Improvements (as defined below), which are required by the County and were previously agreed to by the Developer for Parcel 7, AKPAR 92869 formerly known as Briar Chapel SD East, Lots 7-9 (the "Subdivision").

NOW, THEREFORE, Developer and County agree as follows:

1. The Developer shall apply for all necessary permits or approvals in order to satisfactorily complete all Improvements in accordance with the standard specifications and design guidelines of the County, as well as the North Carolina Department of Environment and Natural Resources ("NCDENR"). For purposes of this Contract, Improvements shall mean the removal of erosion control devices and conversion of the sediment basins into the final stormwater BMP (the "Improvements").
2. The Developer shall provide adequate security acceptable to the County in an amount equal to \$75,000, which amount is 125% of the cost to complete the Improvements, as determined by Chris Seamster, RLA, a licensed architect or engineer, of McKim & Creed, Inc., pursuant to the Total Cost of Improvements letter dated March 21, 2024 (the "Security"), attached hereto as Exhibit A.
3. The Developer shall complete all Improvements on or before March 21, 2026.
4. After completion of all Improvements and upon acceptance of such work by the County, Developer shall deliver to the County a certifying statement, in a form reasonably acceptable to the County, from the Engineer of Record verifying the satisfactory completion of the Improvements. Upon receipt and investigation of the certifying statement, the Planning Director of the County (or his/her designee) shall issue a notice of cancelation and termination of the Security, or such portion thereof, as the Developer may be entitled to receive, within a period of thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

CHATHAM COUNTY

LIBERTY HEALTHCARE PROPERTIES OF CHATHAM COUNTY, LLC

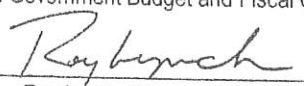
By: 

Dan LaMontagne, County Manager

By: 

Authorized Agent

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Roy Lynch, Finance Officer



CHUBB

Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

Federal Insurance Company

**Subdivision Bond**

Bond No. K41848017

**KNOW ALL MEN BY THESE PRESENTS that**

Liberty Healthcare Properties of Chatham County, LLC as Principal,  
and FEDERAL INSURANCE COMPANY, an Indiana corporation, as Surety, are held and firmly bound unto

Chatham County Planning as Obligee, in the sum of

Seventy Five Thousand Dollars and 00/100 Dollars  
(\$ 75,000.00 ), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and Obligee have entered into a written agreement dated March 21, 2024 relative to installation of improvements and other conditions as indicated on map entitled Parcel 7, AKPAR 92869, located at 64 Market Chapel Road in Briar Chapel

and which agreement is hereby part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform all of the terms, covenants and conditions of said agreement on its part to be performed, then this obligation shall be null and void; otherwise to remain in full force and effect.


No right of action or benefit under the Bond shall accrue to anyone other than the named Obligee. The aggregate liability of the Surety shall not exceed the amount of the Bond for any cause or reason whatsoever.

Signed, sealed and dated May 22, 2024.

Liberty Healthcare Properties of Chatham County, LLC

By 

Federal Insurance Company

By   
Ronda W. Bush Attorney in Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ronda Bush and Michael McCreadie of Charlotte, North Carolina; Megan S. Bartman, Camille Moye Edwards, Phoebe C. Honeycutt, Holden Keen, David Liggett, Christopher A. Lydick, Julia C. McElligott, Kenneth J. Peebles, Bobbi D. Pendleton, Adam B. Pfanmiller, Margo G. Roberts, Heather Segrist and Joseph Zoller of Durham, North Carolina

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 23<sup>rd</sup> day of March, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 23<sup>rd</sup> day of March, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd, May, 2024



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



ENGINEERS  
SURVEYORS  
PLANNERS

March 21, 2024

M&C 02735-0187

**Hunter Glenn**  
**Chatham County Planning**  
80-A East Street  
Pittsboro, NC 27312-0130

RE: **Liberty Healthcare Properties of Chatham County LLC**  
**(formerly Briar Chapel Lots 7-9); Bond Renewal Request**

Mr. Glenn:

This letter is to provide cost information related to Parcel 7, AKPAR 92869, located at 64 Market Chapel Road in Briar Chapel. This parcel was recombined from former parcels 7, 8 and 9 owned by NNP Briar Chapel LLC and had a prior bond associated with yet to be completed work.

The items yet to be completed are removal of erosion control devices and conversion of the sediment basins into the final stormwater BMP. Improvements will be installed in accordance with the standard specifications and design guidelines of NCDENR and Chatham County.

The following is a breakdown of construction costs for remaining items:

Description	Subtotal
Erosion control	\$25,000
Stormwater BMP conversion	\$35,000

Subtotal \$60,000

The amount of incomplete work is \$60,000 and the amount of the bond required, including Chatham County's required **25%** markup, will be **\$75,000**.

The undersigned certifies that the information provided herein is true and accurate to the best of his knowledge. If you have any question, please do not hesitate to give me a call at (919) 233 -8091.

Sincerely,  
**McKIM & CREED, INC.**

Chris Seamster, PLA  
Regional Manager



Venture IV Building  
1730 Varsity Drive  
Raleigh, NC 27606

919.233.8091

Fax 919.233.8031

www.mckimcreed.com

