

BLUE MARLIN LLC
10140 TANNER WILLIAMS ROAD
MOBILE, AL. 36608
251-649-1148

May 28, 2025

Mayor's Office
Honorable Ralph Hellmich
City of Foley
407 East Laurel Avenue
Foley, AL 36535

City Council
City of Foley
407 East Laurel Avenue
Foley, AL 36535

RE: Marlin Place Subdivision
Foley, AL

Dear Honorable Ralph Hellmich and the City of Foley, Alabama

This letter is being submitted to you on behalf of Blue Marlin, LLC. We are hereby requesting to be placed on the Foley City Council Agenda to petition the city to accept the responsibility and maintenance of the Marlin Place Subdivision within the ROW.

Best Regards,



Penny S. Turner,
Managing Member of Blue Marlin LLC

Cc: Jeff S. Phillips
200 West Laurel Ave, Suite 225
Foley, AL 36535



**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**



Bond No. 0790668

Initial Premium \$ 1,500.00

Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, Blue Marlin Investments, LLC as Principal, and Harco National Insurance Company, a corporation duly authorized under the laws of the State of Illinois to become surety on bonds and undertakings, as Surety, are held and firmly bound unto The City of Foley Alabama, as Obligor in the full and just sum of Sevety Five Thousand and 00/100 Dollars, (\$ 75,000) lawful money of the United States of America, to be paid to the said Obligor, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligor have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated 10/1/21, and identified as project Sidewalks for Marlin Palce Subdivision, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal. its heirs executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligor, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As Part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligor in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or the specifications.

IN WITNESS WHEREOF. the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-In Fact this 1st day of October,

20 21.

Blue Marlin Investments, LLC

Principal

By: Penny S. Turner
PENNY S. TURNER, MEMBER
Harco National Insurance Company

By: Rodney Parker
Rodney Parker /Attorney-in-Fact