

APPLICATION FOR COASTAL CONSTRUCTION
PERMIT - TOWN OF LONGBOAT KEY

Application is hereby made for a permit for certain coastal construction and the following information is submitted:

A. Name and address of applicant property owner:

Herbert P. Field, 1620 Gulf of Mexico Drive, Sarasota, Florida

B. Legal description of upland property in front of which construction is planned: See location map.

C. The purpose of the proposed construction is to build up the beach along owner's shoreline and to hold it against further erosion. The owner's present problem is to save real property improvements made on his land from further damage from erosion and rising water. The Owner proposes to build 3 groins eventually but only the center groin will be constructed at this time. It is expected that this groin will have no adverse effect on adjoining properties.

D. A location map is attached as required.

E. The names and addresses of adjacent owners within 1000 feet are listed on the location map.

F. A check for the processing fee in the amount of \$45.00 is attached.

G. Since the proposed construction is not substantially similar to that specified in the Town's Master Plan, additional drawings by John A. Murphy, consulting civil engineer, Florida Certificate 4877, are attached in lieu of the engineer's statement of compliance with the Master Plan.

Respectfully submitted,


Herbert P. Field, Owner

Dated September 15, 1965

comparative directly with the Principal for labor or material. If on this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Obligor to the Surety and shall be forwarded by registered mail to the Surety at its Home Office in the City of Boston.

AND PROVIDED FURTHER, that no action, suit or proceeding except as hereinafter set forth, shall be had or maintained against the Surety on this Instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said permit and agreement, whether such work be completed by the Principal, Surety, or Obligor; but if there is any maintenance or guarantee period provided in the permit and agreement for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

IN WITNESS WHEREOF, THE SAID PRINCIPAL AND SURETY, have signed and sealed this instrument this 30th day of June, 1966.


Principal

EMPLOYERS' LIABILITY ASSURANCE CORPORATION
Surety

ATTEST

CERTIFIED COPY OF POWER OF ATTORNEY
THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LIMITED
LONDON, ENGLAND

State of FLORIDA
County of DUNALOA

This is to certify that I have compared the following Power of Attorney with the original thereof and that the following is a full, true and accurate copy of the original which is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Corporation this

day of September, 1961

Alfred C. Thomas

Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS

That **THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, Limited**, of London, England, by **Frank J. Carey**, its United States General Manager and Attorney, and made its lawful Agent and Attorney-in-Fact, by virtue of the Power of Attorney granted him by the Board of Directors of said Corporation on the fifth day of November, 1958, which Power of Attorney is still in full force and effect a true copy of which Power of Attorney is hereto attached, does hereby nominate, constitute and appoint

John E. Nibbs and Anne L. Nibbs both of Sarasota,

Florida

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings required in amounts not exceeding **Fifty Thousand Dollars (\$50,000.)**

and to certify copies of this Power of Attorney under seal of said Corporation, and the execution of such bonds or undertakings in pursuance of these presents shall be binding upon said Corporation as fully and amply as all suits and judgments, as if they had been duly executed and acknowledged by the regularly elected officers of the Corporation at its office in London, England, in their own proper persons.

In Witness Whereof, the said **Frank J. Carey**, United States General Manager and Attorney, has hereunto subscribed his name and affixed the Corporate Seal of the said **THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, Limited** at the City of Boston, Mass. this 20th day of September, 1961

(Seal)

(Signed) Frank J. Carey

United States General Manager and Attorney

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this 20th day of September, 1961, before me personally came **Frank J. Carey**, to me known, and being by me duly sworn did depose and say: that he is the United States General Manager and Attorney of **THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, Limited**, the Corporation above described; that he acknowledged the execution of the foregoing instrument, that he knew the corporate seal of said Corporation, that the seal affixed by him to said instrument was such corporate seal; that it was affixed thereto by the authority of the Board of Directors of said Corporation and that he signed his name thereto by like authority.

(Signed) Violet R. McKean

Notary Public

Copy of Power of Attorney in favor of Frank J. Carey,
granted him on the fifth day of November, 1958.

KNOW ALL MEN BY THESE PRESENTS that **THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, Limited**, whose registered office is at Hamilton House, Victoria Embankment, in the City of London, England (hereinafter called "the said Corporation") has nominated, constituted and appointed and by these presents duly nominated, constituted and appointed as of and from the first day of January One thousand nine hundred and fifty-nine, **FRANK J. CAREY** of Wellesley Hills, Massachusetts, and a citizen of the United States of America, to be the true and lawful manager and attorney of the said Corporation in the United States of America and in all places (including the District of Columbia, Territories and Possessions thereof) under the designation of title of United States Manager and Attorney, and gives and confers upon said United States Manager and Attorney the following powers, hereby authorizing him to do any and all things referred to in these presents and also hereby ratifies and confirms all his acts hereunder named:

Within the territory named to conduct for the said Corporation all its business affairs of its United States branch and the insurance business which the said Corporation shall be authorized to conduct under the laws and authority of the United States or of any State, Territory, Possession or District thereof and to do and perform in the name and on behalf of the said Corporation all such matters and things as may be legal and necessary for the transaction of the business of the said Corporation.

Within the territory named to exercise the following powers within the territory named:

1. To enter in possession and accept, take, sell, execute and deliver, without limitation, all such written evidences of insurance and reinsurance (bonds, certificates, receipts, etc.) make, execute, seal and deliver for and on its behalf as surety and as its agent and deed written or printed contracts, bonds, undertakings and other obligatory instruments in the nature of falling and other bonds.
2. To appoint agents to represent the said Corporation and to revoke such appointments.
3. To accept service of all or any legal process which may be issued against the said Corporation and to defend and appear in any suit, action or other legal proceedings which may be instituted against the said Corporation by any person or persons whatsoever to ask, demand, obtain, sue for recovery and receive all premiums, debts and sums of money which may be or have been due and be paid and payable to the said Corporation and on behalf of the said Corporation to maintain any suit, action or other legal proceedings in its name or otherwise, to compromise, settle, submit to arbitration or otherwise deal with any claims or disputes which may be or have been asserted against the said Corporation and its persons and officers and their heirs, assigns and assigns forever, the same shall be deemed to be done.
4. To nominate or appoint the Commissioner or Superintender of Insurance of any State in the United States or of any Territory, Possession or District thereof or any other person or persons for or on behalf of the said Corporation to accept and acknowledge service of notice of process of any kind whether issued to seal in any action or proceeding against the said Corporation in any of the courts of the United States or of the said State or of any of the places afore said and to admit and agree on behalf of the said Corporation that such service made upon the said Commissioner or Superintendent of Insurance or other person so nominated or appointed shall be taken and upheld as valid, binding and effective for all purposes as if served upon the said Corporation.
5. To maintain, own, operate, close and transfer any banking account in any bank, banking house, or trust company and to draw, sign, endorse, accept, discount and negotiate checks, bills of exchange, dividend and interest warrants and negotiable instruments.
6. To apply and subscribe for, buy, accept or otherwise acquire and to sell, assign, exchange or otherwise dispose of stocks, bonds, shares, debentures, debenture stocks, bonds, securities and investments of every description and any options or rights in respect thereof and in connection therewith, to attend or vote or appoint any person to attend or vote as proxy of the said Corporation at meetings of holders thereof and to effect, maintain or oppose any exercise or modification of rights.
7. To buy, sell, hold and to use or let on lease real estate, to acquire, hold and give mortgages or pledges of real or personal property and to execute and deliver any deed or grant, lease or lesser, and to sign any notices or writings which may be necessary in connection therewith.

8. To borrow money and to lend money either with or without security so far as is customary or desirable in the conduct of fidelity, surety or other insurance business of the said Corporation;
9. To render and execute all such statements or affidavits relating to the business of the said Corporation as may at any time or times be required to be rendered or executed by the laws of the United States or of any of the said States, Territories, Possessions or Districts and to grant and execute all such certificates or other documents as may from time to time be required to be granted or executed by the laws of the United States or of any of the said States, Territories, Possessions or Districts in connection with its acting out of the transaction and execution of the business of the said Corporation;
10. To appear before all Courts, Consuls and Officers or Tribunals to acknowledge these presents and all such documents as the said United States Manager and Attorney shall execute by virtue hereof as and for the said and deed or acts and deeds of the said Corporation and generally to do, perform and execute all such further and other acts, matters and things in the premises as may be necessary and expedient;
11. To delegate in such manner and to such others as the United States Manager and Attorney may from time to time designate:
 - (a) the power to do and perform in the name and on behalf of the said Corporation all such matters and things as may be legal and necessary for the transaction of the business of the said Corporation;
 - (b) the power and authority to make, execute, seal and deliver for and on behalf of the said Corporation written or open court recognizances, bonds, undertakings and other obligatory instruments in the nature of fidelity and surety bonds;
 - (c) the power to do in the name and on behalf of the said Corporation and as its act and deed all or any of the acts and things heretofore authorized or permitted in the preceding paragraphs to be done by the United States Manager and Attorney;

all or any of which delegable powers may be revoked at the pleasure of the United States Manager and Attorney.

The United States Manager and Attorney is not authorized to appoint a substitute United States Manager. Nothing contained herein, however, shall be construed to prevent the United States Manager and Attorney from appointing by Power of Attorney in writing one or more Deputy United States Managers, who are citizens of the United States, to act in the event of his inability to perform and such Deputy Managers so appointed shall be and hereby are authorized to perform all of the powers herein delegated by this Power of Attorney to the United States Manager and Attorney except in amount other Deputy Managers. In the case of death or removal of the United States Manager and Attorney, such Deputy Manager or Deputy Managers shall continue to perform until the appointment of a new United States Manager and Attorney.

The said Corporation doth hereby ratify and confirm and as from the first day of January One thousand nine hundred and fifty-nine, all and singular the powers and authorities given to EDWARD ATKINS LARNER under the Power of Attorney granted to him under its seal dated the ninth day of September One thousand nine hundred and forty-seven, PROVIDED ALWAYS that this Power of Attorney shall not revoke, make void or affect any powers heretofore delegated to any person or persons whatsoever by any attorney acting under any former or other Power of Attorney granted by the said Corporation, such powers remaining with the same force and effect as if these powers had not been executed, but it is nevertheless hereby expressly declared that the United States Manager and Attorney shall have full power to revoke or make void any power heretofore delegated to any person or persons by any former attorney.

This Power of Attorney is to continue in force in the Commonwealth of Massachusetts until a revocation of the same in a form approved by the Commissioner of Insurance of the Commonwealth of Massachusetts shall have been filed with the Insurance Department of the Commonwealth of Massachusetts.

In consideration of the acceptance and approval of this Power of Attorney by the Commissioner of Insurance of the Commonwealth of Massachusetts the said Corporation agrees to give to the said Commissioner thirty days' notice in advance of the effective date of its appointment of a new United States Manager.

IN WITNESS WHEREOF the said Corporation has hereunto caused its Common Seal to be affixed this fifth day of November One thousand nine hundred and fifty-eight.

Seal of
The Employers
Liability Assurance
Corporation
Limited

The Common Seal of THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION LIMITED was heretofore affixed in the presence of
Signed: ERIC C. MEVILLE, Director
Signed: A. E. COVER
Deputy General Manager and Secretary

UNITED KINGDOM OF GREAT BRITAIN
CITY OF LONDON COUNTY OF
MIDDLESEX ENGLAND

BE IT KNOWN that on this fifth day of November One thousand nine hundred and fifty-eight before me the undersigned JOHN VENN, of the City of London, Notary Public, duly admitted and sworn, practicing in the said City, personally came appeared SE ERIC CHARLES MEVILLE GILL, K.C.V.O., LL.B., C.M.G., and ALBERT ERNEST COVER, in me known and known to me to be one of the Directors and the Deputy General Manager and Secretary respectively of THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION LIMITED, the Corporation which executed the heretofore aforesaid instrument in my presence who acknowledged to me that they knew the Corporate Seal of the said Corporation, that the Seal affixed to the said instrument is such Corporate Seal, that it was so affixed by order of the Board of Directors of the said Corporation and that they signed their names thereto by like or for.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London, this said, the day month and year first above written.

Seal of
John Venn
Notary Public
London

JOHN VENN,
Notary Public,
LONDON.

GREAT BRITAIN AND
NORTHERN IRELAND
LONDON, ENGLAND
EMBASSY OF THE
UNITED STATES OF AMERICA

I, CATHERINE A. ROCK, Consul of the United States of America residing at London, England, duly appointed and qualified, do hereby make known and certify to all whom it may concern that JOHN VENN who has signed the aforesaid certificate was in fact a Notary Public at the time the aforesaid certificate was signed, that I have compared the signature of said JOHN VENN upon the original aforesaid certificate with a specimen of the signature of him in the Embassy, that I believe his signature to be genuine, that I have compared the impression of the seal affixed to the said certificate with a specimen of the seal of the said Notary Public and that I believe the impression of the seal affixed to the said certificate to be genuine.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in London, England, this sixth day of November in the year of our Lord one thousand nine hundred and fifty-eight.

CATHERINE A. ROCK
CATHERINE A. ROCK

Consul of the United States of America
at London, England

Seal of
The Embassy
of the
United States
of America
London

**Certified Copy of Resolution of the Board of Directors of
The Employers' Liability Assurance Corporation Limited**

We the undersigned, Catherine A. Rock, Consul of the United States of America residing at London, England, duly appointed and qualified, do hereby make known and certify to all whom it may concern that the following is a true and correct copy of a Minute of a Meeting of the Board of Directors of the said Corporation duly called and held on the 21st day of November 1958, at which meeting a resolution was passed and acted upon in relation to:

It was resolved that Mr. Frank J. Cover, of present United States Manager and Attorney, be appointed as such United States Manager and Attorney as from 1st January, 1959.

This resolution has reference to the appointment of Mr. Frank J. Cover as United States Manager and Attorney as of and from 1st January, 1959, and to the Power of Attorney issued to him on that appointment under date of 24th November 1958, and, except the said power is a declaration of this, the said Power of Attorney remains unchanged.

IN WITNESS WHEREOF we have hereunto set our hands and affixed the Seal of the Consulate this sixth day of November 1958.

Seal of
The Employers'
Liability Assurance
Corporation
Limited

C. E. MEYNELL
Director General Manager
A. E. COVER
Deputy General Manager and Secretary