

**SUBJECT:** Henerdson Road & Linebaugh Avenue Improvements  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** June 8, 2021  
**CONTACT:** Lee Ann Kennedy

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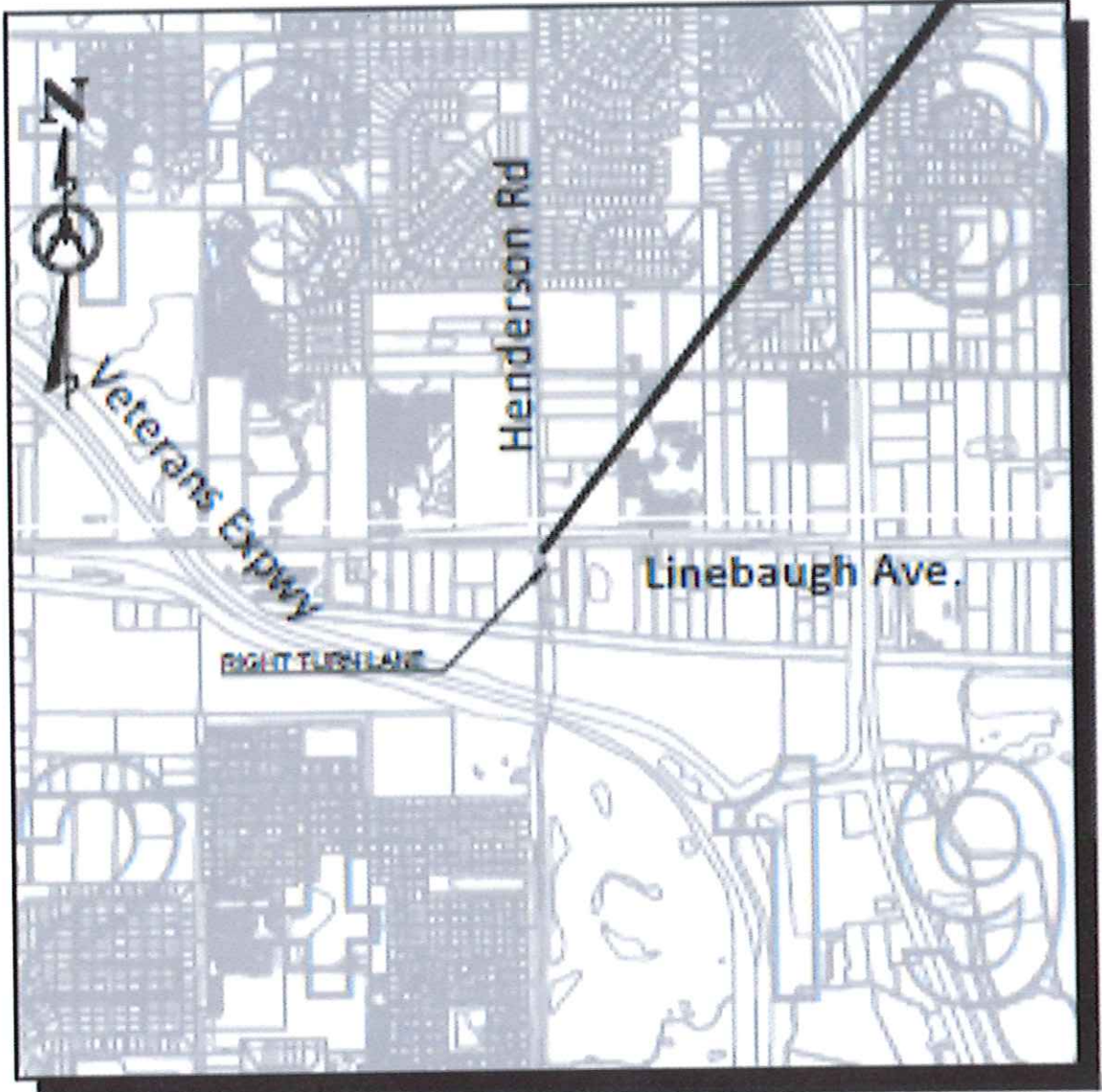
**RECOMMENDATION:**

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, drainage and Signal modifications) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Henerdson Road & Linebaugh Avenue Improvements, located in Section 19, Township 28, and Range 18. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Check in the amount of \$51,210.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On September 12, 2019, Permission to construct was issued for Henerdson Road & Linebaugh Avenue Improvements. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Warranty Check, which the County Attorney's Office has reviewed and approved. The developer is Ren Center Seven Henderson Road LLC and the engineer is Lincks & Associates, Inc.

**PROJECT SITE**



**VICINITY MAP**

**SECTION 24 & 19, TOWNSHIP 29 SOUTH, RANGE 17 & 19 EAST  
HILLSBOROUGH COUNTY, FLORIDA**

**OWNER/DEVELOPER'S AGREEMENT FOR  
WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Ren Center Seven Henderson Road LLC , hereinafter referred to as the "Owner/Developer," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted Site Development Regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of twenty four (24) months ; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Henderson Road & Linebaugh Avenue Improvements (Project ID # 4667 & ROW26905W) ; and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of twenty four (24) months following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement

facilities, constructed in conjunction with the site development project known as Henderson Road & Linebaugh Avenue Improvements (Project ID # 4667 & ROW26905W) are as follows: Roadways, Drainage systems and Signal Modifications.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_, or \_\_\_\_\_
  - b. A Warranty Bond, dated \_\_\_\_\_, with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, or \_\_\_\_\_
  - c. Cashier/Certified Check, number 1031092156, dated 03/09/2021, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
  - a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
    - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
    - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
  - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
- 7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 5 day of February, 2021.

ATTEST:

OWNER/DEVELOPER:

[Signature]  
Witness

[Signature]  
Authorized Corporate Officer or Individual

[Signature]  
Witness

Dennis Troesh  
Name (typed, printed or stamped)

NOTARY PUBLIC

1370 Jet Stream Drive, Suite 100 Henderson, NV 89052  
Address of Signer

CORPORATE SEAL  
(When Appropriate)

Phone Number of Signer

ATTEST:

CINDY STUART, Clerk of  
the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY  
BY [Signature]  
Approved As To Form And Legal  
Sufficiency.

**CORPORATE ACKNOWLEDGMENT:**

STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me this 5th day of February, 2021, by Dennis Troesh and

respectively President and \_\_\_\_\_ of \_\_\_\_\_, Inc., a corporation under the laws of the state of Nevada on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

**NOTARY PUBLIC:**

Sign: [Signature] (Seal)

Print: Jennie Neri

Title or Rank: Notary

Serial Number, if any: 09-10343-1



My Commission Expires: Aug 11, 2021

**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Official Check**

**No. 1031092156**

Bank of America, N.A.  
Phoenix, Arizona  
U.S. Trust #001/3181760  
SR# 1395701

VOID OVER \$51,210.00

**PAY ONLY 51210.00 CTSCS**

91-1701221 DATE 03/09/21 12:59:21 PM

VOID AFTER 90 DAYS

**PAY** Fifty one thousand two hundred ten dollars and 00/100

**\$51,210.00**

To The Order Of HILLSBOROUGH COUNTY BOARD OF COUNTY

*John Pinello*

Remitter: REN CENTER SEVEN HENDERSON ROAD LLC

AUTHORIZED SIGNATURE

1031092156 122101706 457022259754  
THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

APPROVED BY THE COUNTY ATTORNEY  
BY *[Signature]*  
Approved As To Form And Legal Sufficiency.



**LINCKS & ASSOCIATES, INC.**

Henderson Road & Linebaugh Avenue Right Turn Lane

ROW Permit # 26905W

Project ID # 4667

Lincks Project # 16158 T2

**Cost Estimate**

001	Demolition	\$ 20,000.00
002	Earthwork	\$ 42,000.00
003	Storm Sewer	\$ 70,000.00
004	Pavement	\$ 179,200.00
005	Traffic Controls/ Signalization	\$ 60,700.00
006	Striping/Pavement Markings	\$ 20,100.00
007	General Conditions	\$ <u>120,100.00</u>
		\$ 512,100.00

Bond Amount: 10% \$ 51,210.00



Digitally signed by David W Desilet  
DN: c=US, o=Lincks and Associates  
Inc.,

ou=A01427E0000016A22702F3F0  
00004A6, cn=David W Desilet

Date: 2020.12.31 16:33:47 -05'00'

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David W. Desilet  
31 December 2020  
Florida PE # 24760

This item has been digitally signed and sealed by David W. Desilet (FL PE. #24760) on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

5023 West Laurel Street  
Tampa, FL 33607  
813 289 0039 Telephone  
813 287 0674 Telefax  
[www.Lincks.com](http://www.Lincks.com) Website