

**SUBJECT:** Retail @ 4055 Gunn Highway Off-Site PI# 3111  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** November 3, 2022  
**CONTACT:** Lee Ann Kennedy

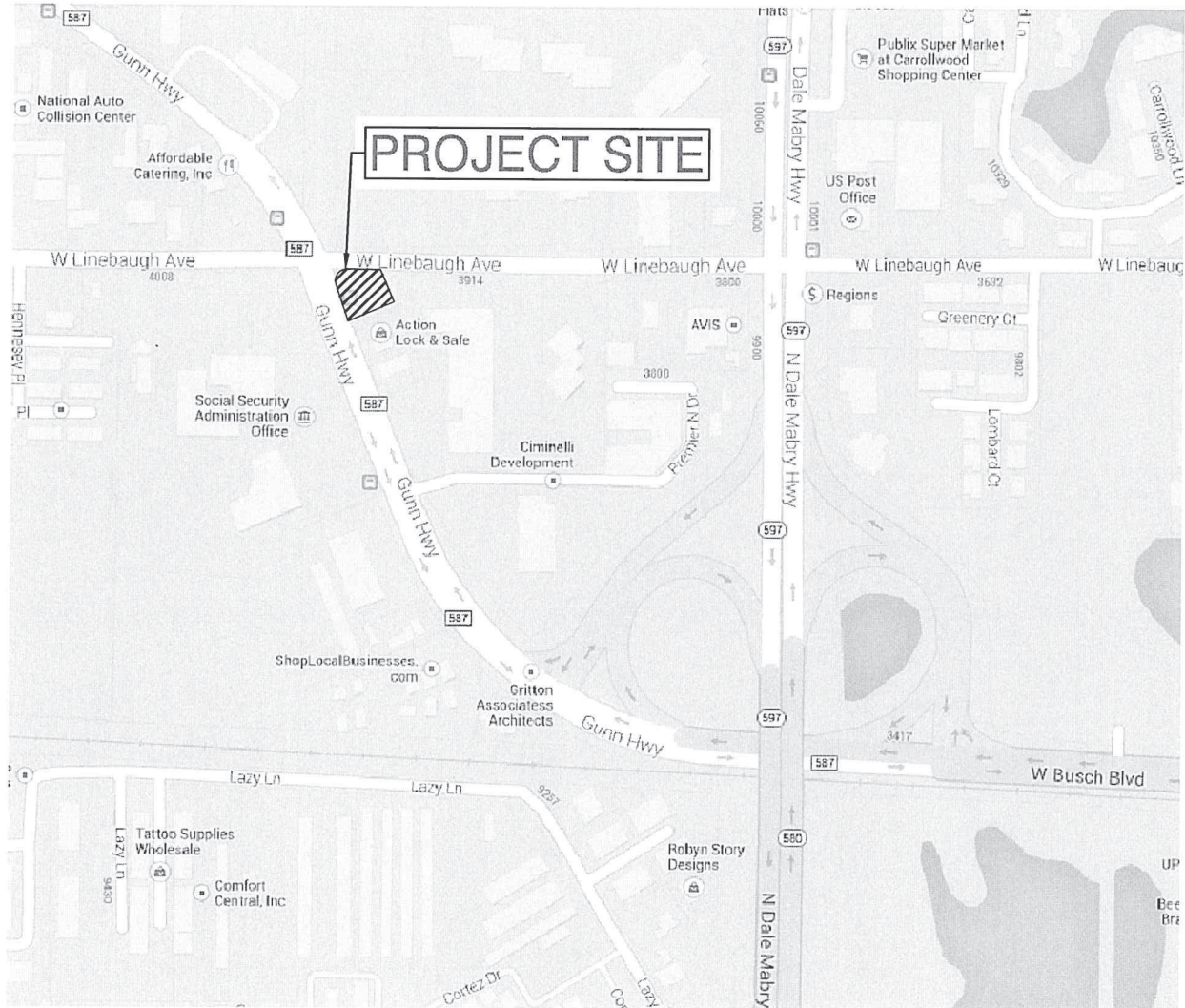
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**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Retail @ 4055 Gunn Highway Off-Site located in Section 21, Township 28, and Range 18 (wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. 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 Bond in the amount of \$5,339.95 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On September 15, 2018, Permission to construct was issued for Retail @ 4055 Gunn Highway Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is 4055 Gunn Holdings, LLC and the engineer is Avid Group.



CIVIL ENGINEERING  
LAND PLANNING  
TRAFFIC/TRANSPORTATION  
SURVEYING  
GIS

2300 CURLEW ROAD STE 201  
PALM HARBOR, FLORIDA  
34683  
PHONE (727) 789-9500  
FAX (727) 784-6662  
AVIDGROUP.COM

**LOCATION MAP**  
**RETAIL @ 4055 GUNN HIGHWAY**  
**HILLSBOROUGH, FLORIDA**



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between 4055 Gunn Holdings, 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 two (2) years; and

**WHEREAS**, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Retail @ 4055 Gunn Highway (PI#3111) (hereafter referred to as the "Project"); 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 two (2) years 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 to be warranted constructed in conjunction with the Project are as follows:

**Wastewater - 690 LF of 4" PVC Forcemain, fittings and associated valves, from new 4" Plug Valve at ROW line to Point of Connection, existing 4" Forcemain (4" Tee removed and New 4" Cross and New 4" Plug Valve Installed), all located within the Hillsborough County Right-of-Way.**

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 8/23/2022 with 4055 Gunn Highway LLC as Principal, and Harco National Insurance Company as Surety, and \_\_\_\_\_
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ 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 its 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.

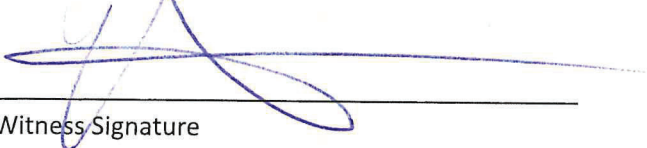
- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions 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 this Agreement, effective as of the date set forth above.

ATTEST:

  
 \_\_\_\_\_  
 Witness Signature

**Michael Sadeghpour**  
 \_\_\_\_\_  
 Printed Name of Witness

  
 \_\_\_\_\_  
 Witness Signature


**Kevin Hubbart**  
 \_\_\_\_\_  
 Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

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

Owner/Developer:

By:   
 \_\_\_\_\_  
 Authorized Corporate Officer or Individual  
 (Sign before Notary Public and 2 Witnesses)

**David McComas**  
 \_\_\_\_\_  
 Printed Name of Signer

**President**  
 \_\_\_\_\_  
 Title of Signer


18167 US HIGHWAY 19 N SUITE 450 CLEARWATER FL 33764  
 \_\_\_\_\_  
 Address of Signer

**727-410-2800**  
 \_\_\_\_\_  
 Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

APPROVED BY THE COUNTY ATTORNEY

By:   
 \_\_\_\_\_  
 Approved As To Form And Legal Sufficiency. 06/2021



**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
23 day of August, 2022, by David McComas as  
(day) (month) (year) (name of person acknowledging)  
Owner for HOSS Gunn Holdings LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

Lynn A Matthews  
(Signature of Notary Public - State of Florida)

Type of Identification Produced



(Notary Seal)

LYNNA A. MATTHEWS  
Commission # GG 367825  
Expires October 13, 2023  
Bonded Thru Budget Notary Services

Lynn A Matthews  
(Print, Type, or Stamp Commissioned Name of Notary Public)

GG 367825 10/13/23  
(Commission Number) (Expiration Date)

~~**Individual Acknowledgement**~~

~~STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH~~

~~The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.  
(day) (month) (year) (name of person acknowledging)~~

~~Personally Known OR  Produced Identification~~

~~\_\_\_\_\_  
(Signature of Notary Public - State of Florida)~~

~~Type of Identification Produced~~

~~\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)~~

~~(Notary Seal)~~

~~(Commission Number)~~

~~(Expiration Date)~~

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we 4055 Gunn Highway LLC called the Principal and Harco National Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of \$5,339.95 for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

**WHEREAS**, these site development regulations affect the site of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (~~Off-Site~~ waste water 4055 Gunn Highway) for maintenance constructed in conjunction with the site known as 4055 Gunn Highway; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (~~off-site~~ waste water 4055 Gunn Highway) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the ~~terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.~~ - waste water

**WHEREAS**, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

If the Principal shall warrant for a period of two years following the date of acceptance of the ~~off-site~~ waste water improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as 4055 Gunn Highway against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;

If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;

If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL 11/11/2024**

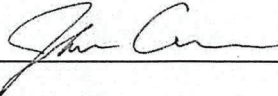
**SIGNED, SEALED AND DATED** the 23rd day of August 2022,

**ATTEST:**

  
4055 Gunn Highway  
PRINCIPAL (SEAL)

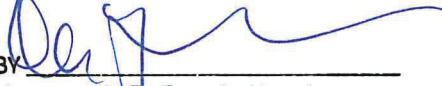
Harco National Insurance Company  
SURETY (SEAL)

**ATTEST:**

  
David Gonsalves ATTORNEY-IN-FACT



APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.



**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**ELSPETH J. MURRAY, SARA C. HOLT, SHERALYN GIBSON, DAVID GONSALVES**

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 08/23/2022

Irene Martins, Assistant Secretary



**AVID Group**  
 2300 Curlew Road, Suite 201  
 Palm Harbor, FL 34683  
<http://www.avidgroup.com>  
 Ph (727) 789-9500 / Fax (727) 784-6662

**Retail @ 4055 Gunn Highway**  
 Hillsborough County, Florida

PI # 3111

Engineer's Opinion of Probable Construction Costs  
 December 2, 2020

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>WASTEWATER</b>				
4" Plug Valve and Box	2	EA	\$ 874.26	\$ 1,748.52
4" PVC-C900	690	LF	\$ 73.68	\$ 50,839.20
4" x 2" Reducer	1	EA	\$ 124.31	\$ 124.31
4" Cross	1	EA	\$ 214.67	\$ 214.67
4" Bend	4	EA	\$ 118.20	\$ 472.80
				\$ -
<b>TOTAL:</b>				<b>\$ 53,399.50</b>

**NOTE:**

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

Charles E. Potter, P.E.  
 License No. 84516



This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.