

**SUBJECT:** 2004 Florida Street Off-Site **PI# 5837**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** April 09, 2024  
**CONTACT:** Lee Ann Kennedy

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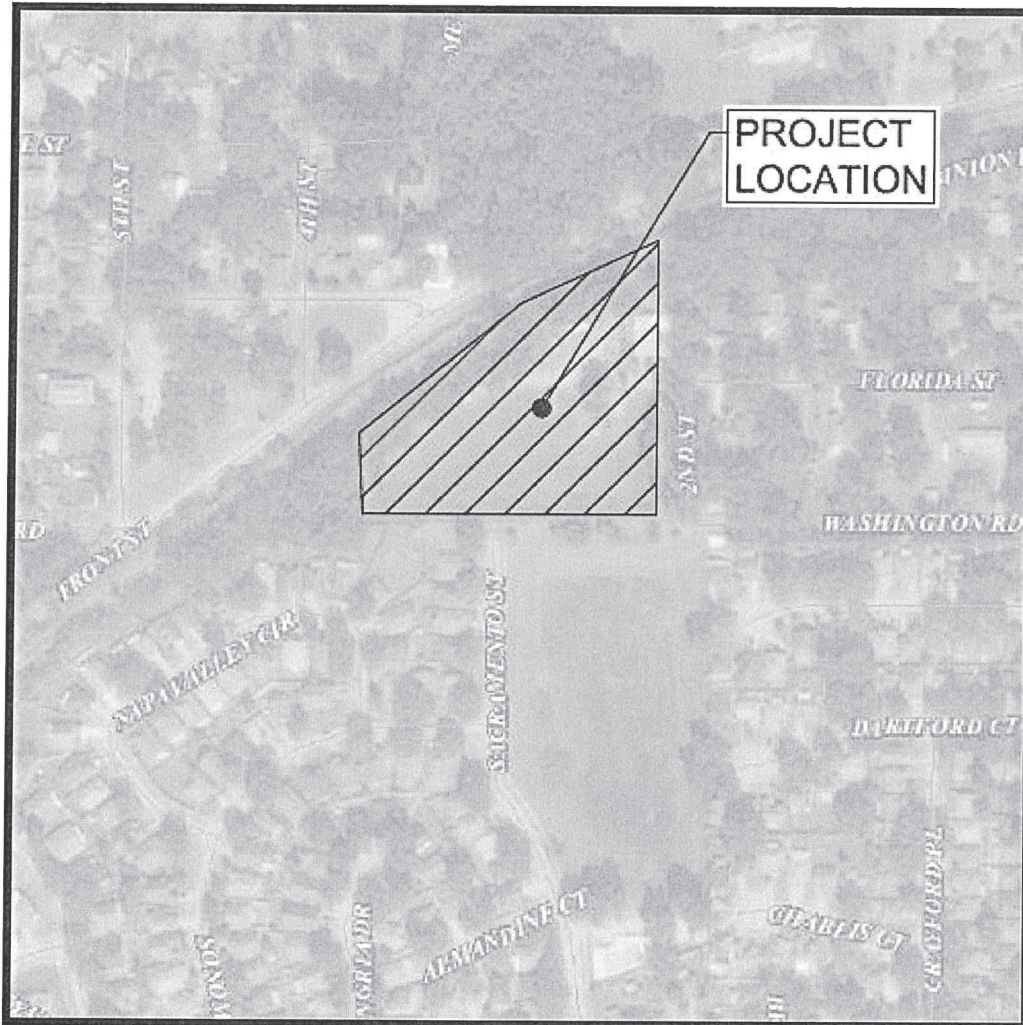
**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve 2004 Florida Street Off-Site located in Section 24, Township 29, and Range 20 (Gravity Sewer Main) 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 Check in the amount of \$571.50 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On November 1, 2022, Permission to Construct Prior to Platting was issued for 2004 Florida Street Off-Site, after construction plan review was completed on May 19, 2022. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Henchey Holdings, LLC and the engineer is Landmark Engineering & Surveying, Corporation.

## 2004 Florida Street



Location Map

NOT TO SCALE





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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Henchey 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 2004 Florida Street (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:  
127 Linear Feet of Gravity Sewer Main

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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, and
- c. Cashier/Certified Check, number 11917642, dated 03/06/2024 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:

Owner/Developer:

Sandra Kushner  
Witness Signature

By Peter Hendry  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Sandra Kushner  
Printed Name of Witness

Peter Hendry  
Printed Name of Signer

Cheryl Roberson  
Witness Signature

Owner  
Title of Signer

Cheryl Roberson  
Printed Name of Witness

1000 Signal Mountain Blvd  
Address of Signer

813-743-7420  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

By: \_\_\_\_\_  
**APPROVED BY THE COUNTY ATTORNEY**  
Chair

[Signature]  
BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.



\* Peter Hendrey

SKP  
SKP

**Representative Acknowledgement**

STATE OF FLORIDA GA  
COUNTY OF HILLSBOROUGH Hall

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19th day of March, 2024, by Peter Hendrey as Manager for Hendrey Holdings LLC

Personally Known OR  Produced Identification

Tennessee Driver's License  
Type of Identification Produced

Susan K Philmon

(Signature of Notary Public - State of Florida)

Susan K Philmon

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



W-00588725  
(Commission Number)

1/16/27  
(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 \_\_\_\_\_

Personally Known OR  Produced Identification

\_\_\_\_\_  
Type of Identification Produced

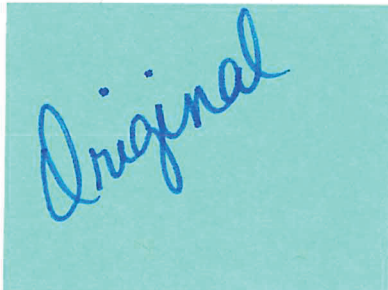
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)





67-98/532

11917642

DATE 03/06/2024

PAY TO THE ORDER OF HILLSBOUROUGH COUNTY BOCC

\$571.50

CASHIER'S CHECK

\$ 571.50 DOLLARS

NOTICE TO THE CUSTOMER: AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.



Melina Martin AUTHORIZED SIGNATURE

REMITTER: LANDMARK ENGINEERING & SURVEYI

11917642 063114030 2200830098

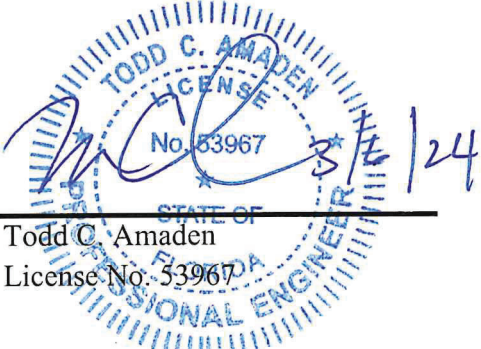
APPROVED BY THE COUNTY ATTORNEY

BY [Signature] Approved As To Form And Legal Sufficiency.

2004 FLORIDA STREET (PI# 5837)  
WARRANTY ESTIMATE

SUMMARY

SCHEDULE D - SANITARY SEWER SYSTEM	\$5,715.00
TOTAL (SCHEDULES A - D)	\$5,715.00
10% WARRANTY BONDING	\$571.50



Todd C. Amaden  
License No. 53967



**2004 FLORIDA STREET (PI# 5837)  
WARRANTY ESTIMATE**

**SCHEDULE D - SANITARY SEWER SYSTEM**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	0	EA	SANITARY MANHOLES	\$4,300.00	\$0.00
2	127	LF	8" SDR26 SEWER MAIN	\$45.00	\$5,715.00
3					
4					
5					
6					
7					
8					
9					
10					

TOTAL SANITARY SEWER SYSTEM      **\$5,715.00**

March 19, 2024

Lee Ann Kennedy  
General Manager I  
Site and Subdivision Intake  
Hillsborough County Development Services  
601 East Kennedy Blvd, 19th Floor  
Tampa, Florida 33602

Re: 2004 FLORIDA STREET  
Cashier's Check No. 11917642  
PI: 5837  
Folio No.: 70023.0000



Dear Ms. Kennedy:

Please let this letter serve as the notice to return Cashier's Check No.11917642 for the amount of \$571.50 provided by Landmark Engineering & Surveying Corporation to Landmark, located at 8515 Palm River Road, Tampa, Florida 33619. This cashier's check is associated with the cost estimate dated March 6, 2024, and the Owner Developer's Agreement for Warranty of Required Off-Site Improvements scheduled for April 9th, 2024, BOCC.

Should you have any questions or need additional information, please do not hesitate to contact me at (813)-743-7420 or [hencheyholdings@gmail.com](mailto:hencheyholdings@gmail.com)

Sincerely,  
HENCHEY HOLDINGS, LLC

Peter Henchey  
Owner / Manager

Handwritten signature of Peter Henchey in black ink.

Copy:  
Todd C. Amaden

PH/bm