

SUBJECT: Airport Logistics West Linebaugh Off-Site **PI#5687**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 12, 2026
CONTACT: Lee Ann Kennedy

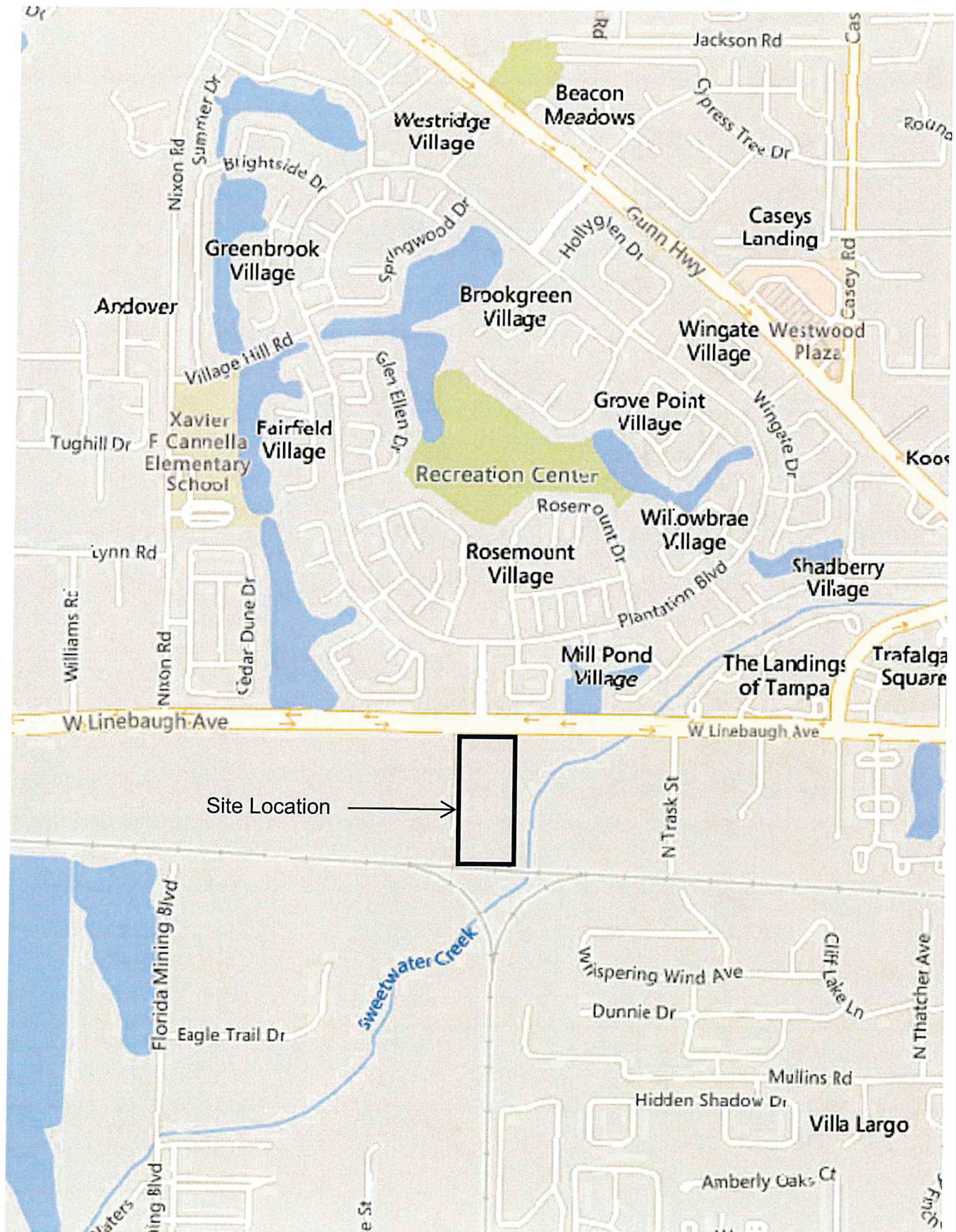
RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (turn lane and utilities) for Maintenance to serve Airport Logistics West Linebaugh Off-Site, located in Section 20, Township 28, and Range 18, 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 \$16,931.57 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On October 17, 2024, Permission to Construct was issued for Airport Logistics West Linebaugh Off-Site, after construction plan review was completed on October 14, 2022. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is 4908 W. Linebaugh Property Owner, LLC and the engineer is Kimley-Horn.

Airport Logistics West Linebaugh Avenue Vicinity Map



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

This Agreement made and entered into this _____ day of _____, 2026, by and between 4908 W Linebaugh Property Owner 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 Airport Logistics Center; 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, constructed in conjunction with the site development project known as Airport

Logistics Center are as follows:

Construction of a WB left turn lane on West Linebaugh Avenue, ROW sidewalk improvements, one (1) water main connection, and one (1) force main connection.

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 02/11/26, with 4908 W Linebaugh Property Owner, LLC as Principal, and Capitol Indemnity Corporation as Surety, or
- c. Cashier/Certified Check, number _____, dated _____, 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 10th day of FEBRUARY, 2026.

ATTEST:


Witness

Witness

OWNER/DEVELOPER:


Authorized Corporate Officer or Individual

John Conley
Name (typed, printed or stamped)

NOTARY PUBLIC

3 Bethesda Metro Center, Suite 507 Bethesda MD 20814
Address of Signer

202-991-1352
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

_____, Clerk of
the Circuit Court

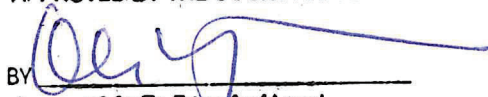
BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

Owners Developers Warranty Agreement 050107.doc

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF MARYLAND

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 10TH day of FEBRUARY, 20 26, by JOHN CONLEY and

respectively Manager and AUTHORIZED SIGNOR of 4908 W LINEBAUGH PROPERTY CENTER LLC Inc., a corporation under the laws of the state of DELAWARE on behalf of the corporation. He and/or she is personally known to me or has produced DRIVER'S LICENSE as identification and did take an oath.

NOTARY PUBLIC:

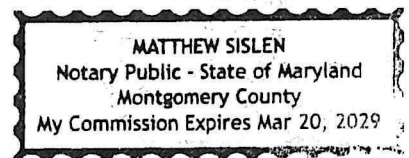
Sign: [Signature] (Seal)

Print: MATTHEW SISLEN

Title or Rank: NOTARY PUBLIC

Serial Number, if any: N/A

My Commission Expires: MARCH 20, 2029



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, 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: _____

Bond No.: CIC1953154

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we 4908 W Linebaugh Property Owner, LLC called the Principal and Capitol Indemnity Corporation called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Sixteen Thousand Nine Hundred Thirty One and 57/100 (\$16,931.57) 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 turn lane and utility improvements West Linebaugh Avenue) for maintenance constructed in conjunction with the site known as Airport Logistics Center; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities ((Off-Site turn lane and utility improvements West Linebaugh Avenue) 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.

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:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the off-site improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as Airport Logistics Center against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. 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;
- C. 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 June 12, 2028

SIGNED, SEALED AND DATED this 13th day of March, 2026.

ATTEST:

4908 W Linebaugh Property Owner, LLC

PRINCIPAL

(SEAL)

Capitol Indemnity Corporation
SURETY (SEAL)

ATTEST:

Molly Clark
Molly Clark, Witness

James I. Moore
ATTORNEY-IN-FACT (SEAL)
James I. Moore, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal
Sufficiency.

STATE OF ILLINOIS

COUNTY OF DUPAGE

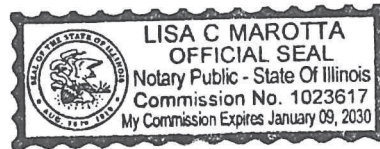
On March 13, 2026, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Capitol Indemnity Corporation the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, January 09, 2030

Commission No. 1023617


Lisa C Marotta, Notary Public



**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1953154

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

James I. Moore

Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ See Bond Form for CIC1953154 on behalf of ZSPR Propco of East Tampa, LLC c/o Zippy Shell Incorporated
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

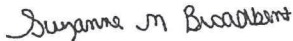
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:



Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION



John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of March, 2026.





Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Prepared By:
Kinley Horn

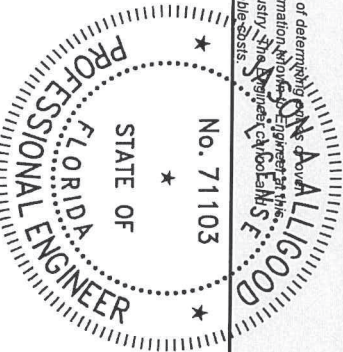
Airport Logistics ROW Improvements

OPINION OF PROBABLE CONSTRUCTION COSTS FOR BOND WARRANTY
AIRPORT LOGISTICS CENTER

ITEM	FDOT ITEM No.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	NOTES
PROPOSED IMPROVEMENTS						
Linebaugh Avenue Improvements						
1	0334 1 53	SUPERPAVE ASPH. TRAFFIC D. 3.5" SP-12.5, PG76-22	91	TN	\$158.40	
2	0337 7 83	ASPH CONC. TRAFFIC D. 1.5" FC-12.5, PG76-22	39	TN	\$165.47	
3	0710 12125	THERMOPLASTIC, PREFORMED WHITE, SOLID, 24" FOR CROSSWALK	147	LF	\$17.12	
4	0711 14123	THERMOPLASTIC, PREFORMED WHITE, SOLID, 12" FOR CROSSWALK	65	LF	\$9.66	
5	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	115	LF	\$5.83	
6	0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.065	GM	\$6,461.34	
7	0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 6"	0.043	GM	\$6,450.27	
8	0706 1 3	RAISED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOS	30	EA	\$4.86	
9	0710 11290	THERMOPLASTIC, STANDARD, WHITE, ARROW	20	SF	\$6.16	
10	0704 1 4	TUBULAR MARKER, 36" YELLOW POST	2	EA	\$88.68	
11	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	401	LF	\$41.28	
12	0522 2	CONCRETE SIDEWALK	138	SY	\$104.48	
13	0522 2	DETECTABLE WARNING	59	SF	\$40.07	
14	0425 1563	INLETS, DITCH BOTTOM, TYPE F, J BOT, <10'	1	EA	\$8,460.00	
15	430173115	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 15", SICD	51	LF	\$455.56	
Forcemain						
17		4" PVC FORCEMAIN (OR 18)	4	LF	\$16.05	
18		4" PLUG VALVE ASSEMBLY	1	EA	\$895.00	
19		4" MJ BEND	1	EA	\$185.00	
Water & Fire Distribution						
22		12" MJ TEE	1	EA	\$940.00	
23		12" GATE VALVE ASSEMBLY	1	EA	\$2,720.00	
24		12" x 10" REDUCER	1	EA	\$2,400.00	
25		10" MJ BEND	2	EA	\$2,200.00	
26		10" GATE VALVE ASSEMBLY	2	EA	\$2,700.00	
27		4" MJ TEE	1	EA	\$1,500.00	
28		4" MJ BEND	1	EA	\$180.00	
29		4" GATE VALVE ASSEMBLY	2	EA	\$840.00	
30		10" REDUCED PRESSURE BACKFLOW PREVENTER	1	EA	\$30,000.00	
31		4" METERED BACKFLOW PREVENTER	1	EA	\$22,225.00	
32		12" DIP WATERMAIN	5	LF	\$300.00	
33		10" DIP WATERMAIN	17	LF	\$250.00	
SUBTOTAL \$					169,315.70	
TOTAL \$					169,315.70	
WARRANTY BOND (10%) \$					16,931.57	

Notes:

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining the cost of construction. The Engineer's opinion of probable construction costs is based on the information provided by the Contractor and is not a guarantee of the actual construction costs. The Engineer's opinion of probable construction costs is based on the information provided by the Contractor and is not a guarantee of the actual construction costs.



Jason A. Alligood, P.E.
FL REG No. 71103

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
JASON A. ALLIGOOD
ON THE DATE INDICATED TO THE SEAL
SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES