

**SUBJECT:** Belmont Paseo Al Mar Blvd 1<sup>st</sup> Ext – Two Lane Expansion **PI# 4098**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 13, 2022  
**CONTACT:** Lee Ann Kennedy

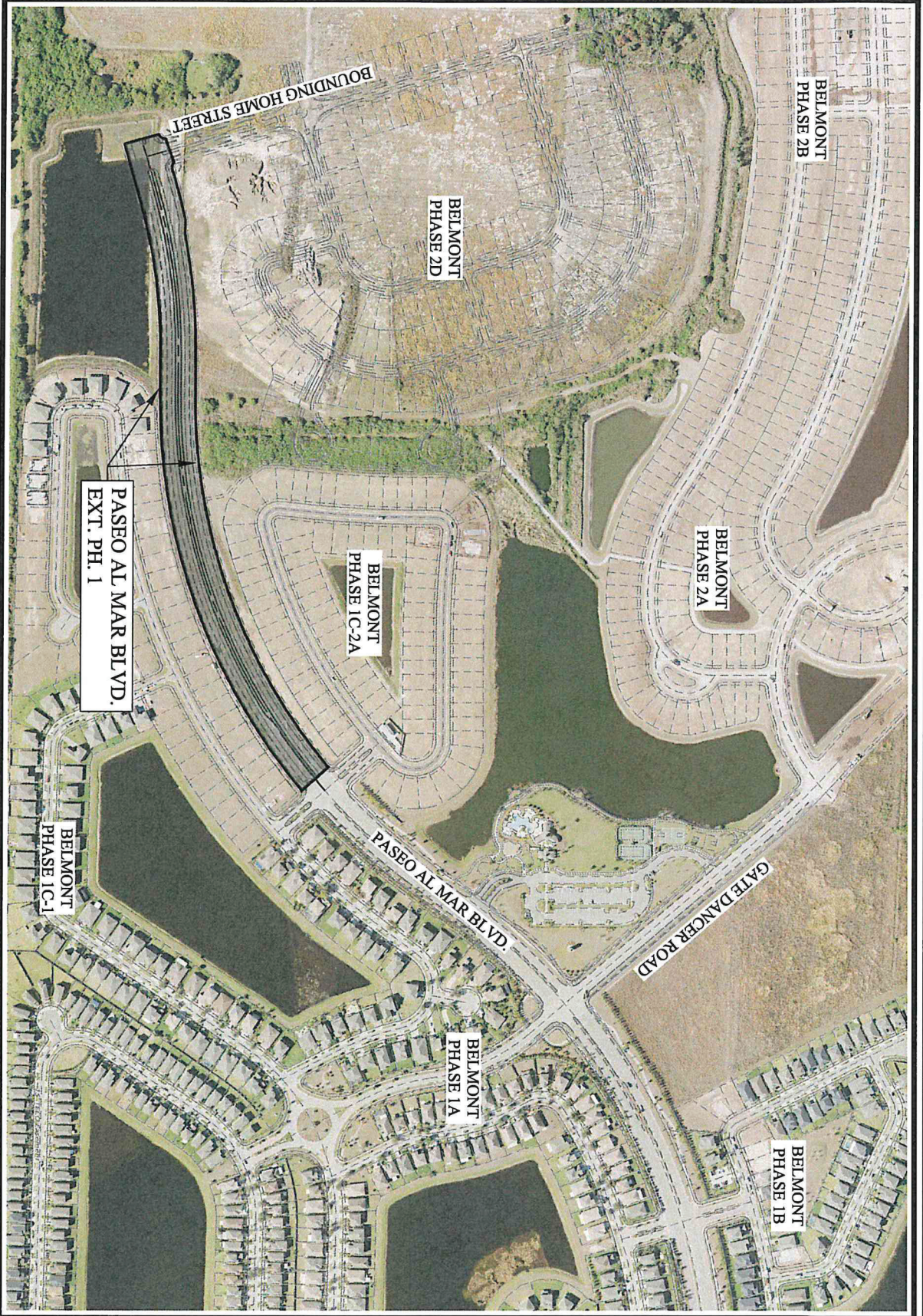
---

**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Belmont Paseo Al Mar Blvd 1<sup>st</sup> Ext – Two Lane Expansion located in Section 23 26, Township 31, and Range 19 (roads and drainage) 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 \$47,122.54 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On January 12, 2023, Permission to construct was issued for Belmont Paseo Al Mar Blvd 1<sup>st</sup> Ext – Two Lane Expansion. 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 Lennar Homes, LLC and the engineer is Heidt Design.



**Belmont - Paseo Al Mar Blvd. Ext. Ph. 1**  
**Two Lane Expansion**  
 Vicinity Map

Lennar Homes  
 Hillsborough County

DATE	DESCRIPTION	BY
07/11/2022	2024 E. LNN BP 1075	AV

SCALE: 1" = 500'

0 250 500

HEIDT DESIGN  
 3094-A Hesperon Oaks Parkway  
 Tampa, FL 33613  
 www.HeidtDesign.com

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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lennar Homes, LLC a Florida limited liability company, 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 Belmont Paseo Al Mar Blvd. 1<sup>st</sup> Extension – Two Lane Expansion (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:

Roads/drainage

---

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 No. 30166197, dated 7/22/22 with Lennar Homes, LLC as Principal, and The Continental Insurance Company as Surety, or
  - 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:

Caroline Orellana  
 Witness Signature

Caroline Orellana  
 Printed Name of Witness

Tiffany Cruz  
 Witness Signature

Tiffany Cruz  
 Printed Name of Witness

Owner/Developer: Lennar Homes, LLC a Florida limited liability company  
 By: [Signature]  
 Authorized Corporate Officer or Individual  
 (Sign before Notary Public and 2 Witnesses)

Parker Hiron  
 Printed Name of Signer

Vice President  
 Title of Signer

4301 W. Boy Scout Blvd., Ste 600, Tampa, FL 33607  
 Address of Signer  
 813-455-0041

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

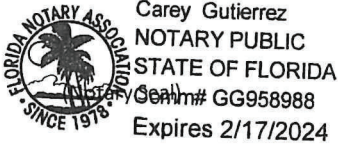
**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
15 day of July, 2022, by Parker Hiron as  
(day) (month) (year) (name of person acknowledging)  
Vice President for Lennar Homes, 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

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



Carey Gutierrez  
(Signature of Notary Public - State of Florida)

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

GG958988 2/17/2024  
\_\_\_\_\_  
(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

\_\_\_\_\_  
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)

## SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Lennar Homes, LLC, a Florida limited liability company called the Principal, and The Continental Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Forty Seven Thousand One Hundred Twenty Two and 54/100 (\$47,122.54) Dollars 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 adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

WHEREAS, in connection with the development of the project known as Belmont Paseo Al Mar Blvd. 1<sup>st</sup> Extension – Two Lane Expansion, hereafter referred to as the “Project”, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: (roads, drainage) (hereafter, the “Off-Site Project Improvements”); and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Off- Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Off-Site Project Improvements for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the “Owner/Developer Agreement”, the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

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

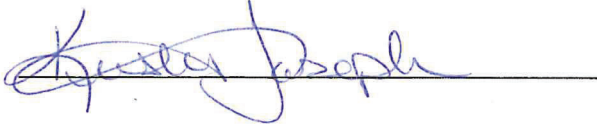
### NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, 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 OCTOBER 13, 2024

SIGNED, SEALED AND DATED this 22nd day of July, 2022.

ATTEST:

  
\_\_\_\_\_



Lennar Homes, LLC, a Florida limited liability company

PRINCIPAL (Seal)

*Steve Smith Vice President*

The Continental Insurance Company

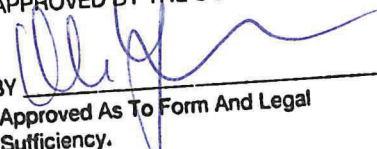
SURETY (Seal)

ATTEST:

  
\_\_\_\_\_



Sokha Khon Evans, Attorney-in-Fact (Seal)

APPROVED BY THE COUNTY ATTORNEY  
  
BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Sokha Khon Evans, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of December, 2021.

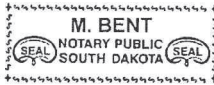


The Continental Insurance Company

*Paul T. Bruflat*  
\_\_\_\_\_  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

*M. Bent*  
\_\_\_\_\_  
M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 22nd day of July, 2022.



The Continental Insurance Company

*D. Johnson*  
\_\_\_\_\_  
D. Johnson Assistant Secretary

Form F6850-4/2012

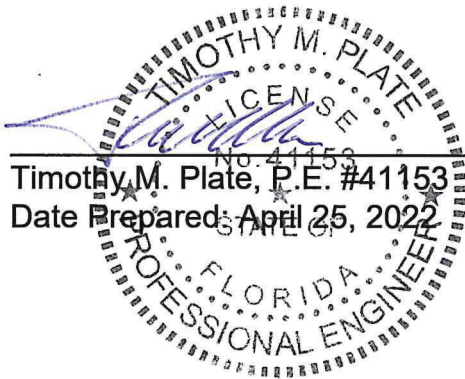


## Summary For Warranty Bond

### BELMONT PASEO AL MAR BLVD. 1ST EXTENSION - TWO LANE EXPANSION

FOLIO # 54161.0000

Streets and Drainage Facilities	\$471,225.37
Total Amount	\$471,225.37
<b>Warranty Bond Amount (10% of Total)</b>	<b>\$47,122.54</b>



JUL 28 2022

Timothy M. Plate, P.E. #41153  
Date Prepared: April 25, 2022



**Engineers Cost Breakdown**

**Schedule: Streets & Drainage Facilities**

**BELMONT PASEO AL MAR BLVD. 1ST EXTENSION - TWO LANE EXPANSION**

**FOLIO # 54161.0000**

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Signing & Pavement Marking	\$12,850.00	\$12,850.00
TN	678	1½" FC 9.5 Asphaltic Friction Course	\$143.60	\$97,360.80
SY	669	2" SP 12.5 Asphaltic Surface Course	\$103.84	\$69,468.96
SY	6,192	8" Crushed Concrete Base	\$22.17	\$137,276.64
SY	6,192	12" Stabilized Subgrade	\$6.73	\$41,672.16
LF	4,647	Type F Curb & Gutter	\$24.23	\$112,596.81
		<b>Total Street &amp; Drainage System</b>		<b>\$471,225.37</b>