

PROJECT

VICINITY MAP

SECTIONS 35 & 36 TOWNSHIP 29 SOUTH, RANGE 19 EAST  
HILLSBOROUGH COUNTY, FLORIDA

**SUBJECT:** Hartford Street @ South 70<sup>th</sup> Street Off-Site PI# 3967  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** May 9, 2023  
**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 Hartford Street @ South 70<sup>th</sup> Street Off-Site located in Section 35, Township 29, and Range 19 (roadway improvements, turn lanes and access to Tower Dairy) 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 \$106,695.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On March 7, 2019, Permission to construct was issued for Hartford Street @ South 70<sup>th</sup> Street 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 Lennar Homes, LLC and the engineer is Lincks & Associates, Inc.

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>23</sup>, by and between Lennar Homes 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 Hartford Street @ South 70th Street ( Pl# 3967 & ROW# 24087 ) (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:  
roadway improvements to include turn lanes, ditches and access to Tower Dairy

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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 3/27/23 with Lennar Homes, LLC as Principal, and Hartford Fire Ins Co 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:

*Tiffany Cruz*  
Witness Signature

Tiffany Cruz  
Printed Name of Witness

*Kristen Joseph*  
Witness Signature

Kristen Joseph  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

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

Deputy Clerk  
APPROVED BY THE COUNTY ATTORNEY

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

Owner/Developer:

By *[Signature]*  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Chelsea Hardy  
Printed Name of Signer

Director of Real Estate  
Title of Signer

4301 W Boy Scout Rd #600  
Address of Signer

813-407-7799  
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

Chair

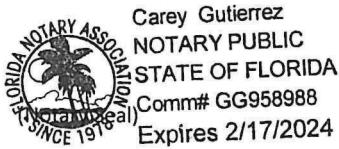
**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
3rd day of April, 2023, by Chelsea Hardy as  
(day) (month) (year) (name of person acknowledging)  
Director of Real Estate 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)

99958988 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

(Notary Seal)

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

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

\_\_\_\_\_  
(Commission Number) (Expiration Date)

## SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Lennar Homes LLC

4301 W Boy Scout Blvd., Suite 600 Tampa, FL 33607

called the Principal, and Hartford Fire Insurance Company

One Hartford Plaza Hartford, CT 06115

called the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One hundred and six thousand, six hundred and ninety five (\$106,695.00) 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 Hartford St @ South 70th St, 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: roadway improvements turn lanes & access to Tower Dairy (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 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 June 9, 2025.

SIGNED, SEALED AND DATED this 27th day of March, 2023.

ATTEST: Lennar Homes, LLC,  
a Florida limited liability company

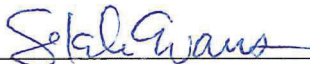


Principal Signature

Hartford Fire Insurance Company

Surety Signature

ATTEST:



Sokha Evans, Attorney-in-fact Signature

(Seal)



(Seal)



(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY

  
Approved As To Form And Legal Sufficiency.



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES  
 Agency Code: 72-254827

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

My Hua of Irvine CA, Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Brenda Wong of LOS ANGELES, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 27, 2023.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

Hartford Street @ South 70th Street  
PI# 3967 & ROW# 24087

A

13-Feb-23

1	Mobilization / General Conditions	1.00	LS	\$32,996.60	\$ 32,996.60
2	NPDES Compliance	1.00	LS	\$5,290.07	\$ 5,290.07
3	Signage & Striping	1.00	LS	\$16,928.23	\$ 16,928.23
4	Surveying - Stake out and Record Drawings	1.00	LS	\$40,000.00	\$ 40,000.00
5	Engineering Inspections and Certifications	1.00	LS	\$50,000.00	\$ 50,000.00
6	Maintenance of Traffic	1.00	LS	\$ 20,000.00	\$ 20,000.00
7	Concrete Sidewalk	3,140	LF	\$ 31.63	\$ 99,318.20
8	Sodding Bahia	8,400	SY	\$ 3.26	\$ 27,384.00
<b>General Conditions Total</b>					<b>\$ 291,917.10</b>

<b>B PAVING HARTFORD</b>					
1	Maintenance of Traffic	1.00	LS	\$17,313.31	\$ 17,313.31
2	CY Earthwork (Unclassified)-LS	1.00	LS	\$16,207.60	\$ 16,207.60
3	CY Place & Compact Import Fill	550.00	CY	\$41.14	\$ 22,627.00
4	Road Milling	350.00	SY	\$19.84	\$ 6,944.00
5	DEMO EXISTING ROAD AND BASE	1,380.00	SY	\$14.32	\$ 19,761.60
6	Demolition	1.00	LS	\$7,198.38	\$ 7,198.38
7	Pave 1" Type FC-9.5 Asphalt OVERLAY	3,210.00	SY	\$10.29	\$ 33,030.90
8	Pave 3" Type SP-12.5 Asphalt - Sub	1,877.00	SY	\$25.53	\$ 47,919.81
9	Road Base Crushed Concrete 20"	1,877.00	SY	\$46.38	\$ 87,055.26
10	Subgrade Compacted 12"	1,877.00	SY	\$3.25	\$ 6,100.25
11	Road Base Crushed Concrete 06" PAVED SHOULDER	83.00	SY	\$113.94	\$ 9,457.02
12	Subgrade Compacted 06-12" PAVED SHOULDER	83.00	SY	\$73.43	\$ 6,094.69
13	Congrete Curb Type F	1,015.00	LF	\$32.04	\$ 32,520.60
14	Concrete Driveway Aprons	1,200.00	SF	\$10.36	\$ 12,432.00
<b>Paving Hartford Total</b>					<b>\$ 324,662.42</b>

<b>C STORM HARTFORD</b>					
1	RPC 18"	530.00	LF	\$76.26	\$ 40,417.80
2	RCP MES 18"	1.00	EACH	\$5,151.48	\$ 5,151.48
3	Type 2 Curb Inlet	4.00	EACH	\$6,862.23	\$ 27,448.92
4	Type C Inlet	1.00	EACH	\$4,029.11	\$ 4,029.11
5	Dewater Storm Pipe	530.00	LF	\$34.66	\$ 18,369.80
6	TV Storm Drainage	530.00	LF	\$3.31	\$ 1,754.30
<b>Storm Hartford Total</b>					<b>\$ 97,171.41</b>

<b>D PAVING 70TH ST.</b>					
1	Maintenance of Traffic	1.00	LS	\$17,313.31	\$ 17,313.31
2	CY Earthwork (Unclassified)-LS	1.00	LS	\$28,472.68	\$ 28,472.68
3	Road Milling	2,881.00	SY	\$6.75	\$ 19,446.75
4	Pave 1st Type FC-9.5 Asphalt Overlay	4,705.00	SY	\$10.29	\$ 48,414.45
5	Pave 3rd Type SP-12.5 Asphalt Includes Overbuild	1,830.00	SY	\$33.84	\$ 61,927.20
6	Road Base Crushed Concrete 20"	1,830.00	SY	\$50.20	\$ 91,866.00
7	Subgrade Compacted 12"	1,830.00	SY	\$5.00	\$ 9,150.00
8	Concrete Sidewalk 4"x05"-LF	32.00	LF	\$61.39	\$ 1,964.48
<b>Paving 70th Street Total</b>					<b>\$ 278,554.87</b>

<b>E STORM 70TH ST.</b>					
1	Manhole	1.00	EACH	\$7,184.76	\$ 7,184.76
2	ERCP (24") 19"x30"	23.00	LF	\$252.12	\$ 5,798.76
3	ERCP MES 19"x30"	1.00	EACH	\$5,427.67	\$ 5,427.67
4	Dewater Storm Pipe	23.00	LF	\$11.12	\$ 255.76
5	TV Storm Drainage	23.00	LF	\$13.23	\$ 304.29
<b>Storm 70thStreet Total</b>					<b>\$ 18,971.24</b>

<b>F PAVING 36TH AVE</b>					
1	Maintenance of Traffic	1.00	LS	\$2,885.56	\$ 2,885.56
2	CY Place & Compact Import Fill	300.00	CY	\$41.14	\$ 12,342.00
3	Pave 1" Type FC-9.5 Asphalt - Sub	140.00	SY	\$10.29	\$ 1,440.60
4	Pave 3" Type SP-12.5 Asphalt - Sub	140.00	SY	\$25.53	\$ 3,574.20
5	Road Base Crushed Concrete 20"	140.00	SY	\$66.66	\$ 9,332.40
6	Subgrade Compacted 12"	140.00	SY	\$10.88	\$ 1,523.20
7	Demolition	1.00	LS	\$354.62	\$ 354.62
<b>Paving 36th Ave Total</b>					<b>\$ 31,452.58</b>

<b>G STORM 36TH AVE</b>					
1	RCP 36"	60.00	LF	\$151.90	\$ 9,114.00
2	RCP MES 36"	2.00	EACH	\$7,021.04	\$ 14,042.08
3	Dewater Strom Pipe	60.00	LF	\$11.12	\$ 667.20
4	TV Storm Drainage	60.00	LF	\$6.61	\$ 396.60
<b>Storm 36th Ave Total</b>					<b>\$ 24,219.88</b>

<b>Construction Total</b>	<b>\$ 1,066,949.50</b>
<b>Bond @10%</b>	<b>\$ 106,694.95</b>

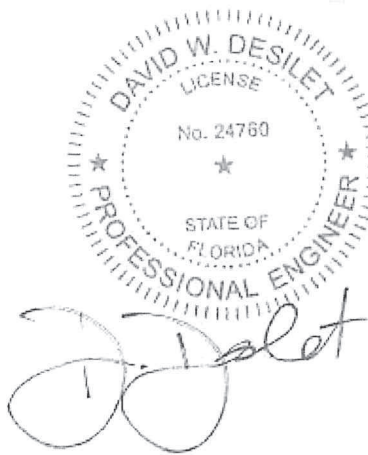


Digitally signed by  
David W Desilet  
Date: 2023.02.13  
13:09:33 -05'00'

ENGINEER OF RECORD CERTIFICATION  
OF CONSTRUCTION COMPLETION

I, David W. Desilet, P.E., hereby certify that I am associated with the firm of Lincks & Associates, Inc.. I certify that construction of the Improvement Facilities, at Hartford St. at S. 70th St. have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 22nd day of February, 2021



Digitally signed by \_\_\_\_\_

David W Desilet (signature)

DN: c=US, o=Lincks  
Florida Professional Engineer No. 24760  
and Associates Inc.,

ou=A01427E00000

16A22702F3F0000

04A6, cn=David W

Desilet

Affix Seal

Date: 2021.02.22

13:38:30 -05'00'

No County agreement, approval or acceptance is implied by this Certification.