

SUBJECT: Johns Road Industrial Off-Site **PI#6869**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 12, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

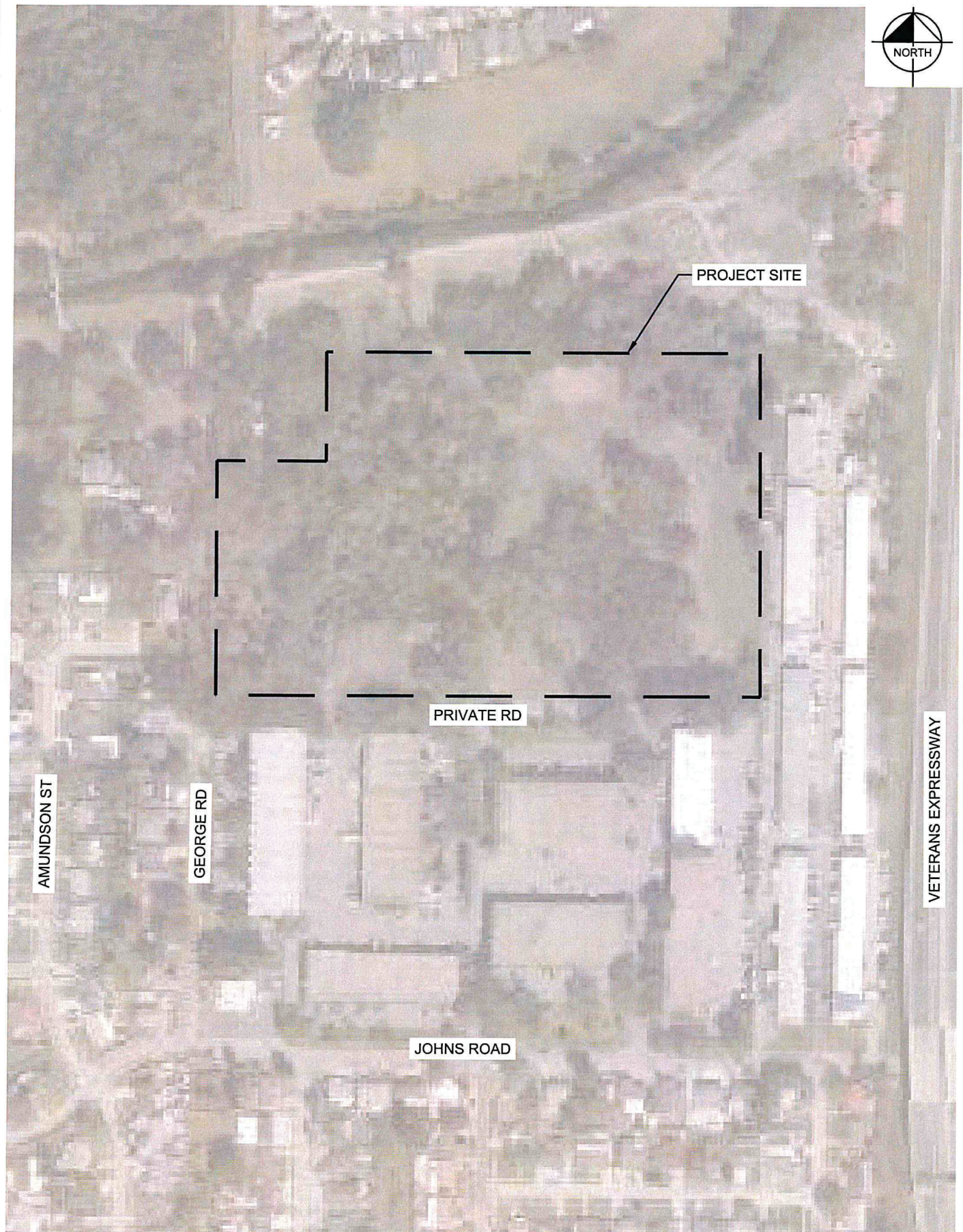
Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, sidewalks and sewer) for Maintenance to serve Johns Road Industrial Off-Site, located in Section 31, Township 28, and Range 18, upon proper completion, submittal and 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 \$87,130.50 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On July 17, 2024, Permission to Construct was issued for Johns Road Industrial Off-Site, after construction plan review was completed on July 12, 2024. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Johns Road Owner, LLC and the engineer is Kimley Horn.

Drawing name: K:\TAM_Civil\145194 - Stonemont\005 - Johns Road\CADD\Exhibit\2025.09.03 - Vicinity Map\Johns Rd Industrial Vicinity Map.dwg Sep 03, 2025 5:29pm by: Adam.Rentz

This document, together with the concepts and design presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	RPC

Kimley»Horn
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201 NORTH FRANKLIN, SUITE 1400, TAMPA, FL 33602
PHONE: 813-620-1400
WWW.KIMLEY-HORN.COM

DATE	9/3/2025
PROJECT NO.	145194005

JOHNS ROAD INDUSTRIAL
HILLSBOROUGH COUNTY FLORIDA

VICINITY MAP

FOR EXHIBIT PURPOSES ONLY

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
JOHNS ROAD 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 PI 6869 Johns Road Industrial (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:

One sewer manhole, 43LF of gravity sewer main, approximately 2000 LF of sidewalk, and 200 LF of Mill and Overlay

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 09/25/2025 with JOHNS ROAD OWNER LLC as Principal, and _____ 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:

Heather Priddy
Witness Signature

Owner/Developer:

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

Heather D Priddy
Printed Name of Witness

Bryan Blasingame
Printed Name of Signer

[Signature]
Witness Signature

Vice President
Title of Signer

Hannah Hope
Printed Name of Witness

3550 Lenox Rd NE #1700
Address of Signer Atlanta GA 30326

404 846 3200
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY: [Signature]
Approved As To Form And Legal Sufficiency. 3 of 4

Representative Acknowledgement

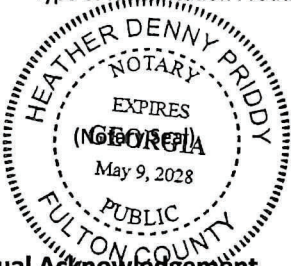
STATE OF ~~FLORIDA~~ Georgia
COUNTY OF ~~HILLSBOROUGH~~ Fulton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
25th day of September, 2025, by Bryan Blasingame as
(day) (month) (year) (name of person acknowledging)
Vice President for Johns Road Owner 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

Heather D Priddy
(Signature of Notary Public - State of ~~Florida~~ Georgia)

Type of Identification Produced



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

NA
(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)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we JOHNS ROAD OWNER LLC called the Principal, and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Eighty-seven thousand, one hundred thirty and 50/100 (\$ 87,130.50) 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 PI 6869, 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: Offsite sewer improvements, repaving and mill, and sidewalk extension. (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.

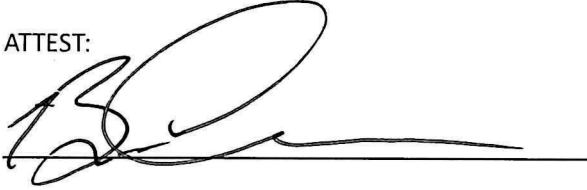
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 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 August 25, 2026

SIGNED, SEALED AND DATED this 25th day of August, 2025.

ATTEST:



By JOHNS ROAD OWNER LLC

Principal



Seal

Great American Insurance Company

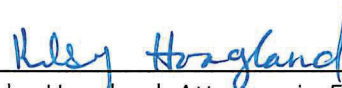
Surety

Seal

ATTEST:



By

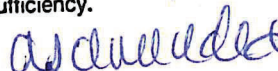


Kelsy Hoagland, Attorney-in-Fact

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal
Sufficiency.



GENERAL PURPOSE RIDER

To be attached and form part of Bond Number F358951 effective August 25, 2025
issued by the Great American Insurance Company
in the amount of Eighty-Seven Thousand One Hundred Thirty and 50/100 DOLLARS,
on behalf of Johns Road Owner, LLC
as Principal and in favor of Board of County Commissioners of Hillborough County, FL
as Obligee:

Now Therefore, it is agreed that:

This bonds expiration date is being changed

from: 08/25/2026

to: 12/12/2027

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 4th day of Septmeber, 2025.

Signed, sealed and dated this 4th day of Septmeber, 2025.

Johns Road Owner, LLC

By:  (Principal)

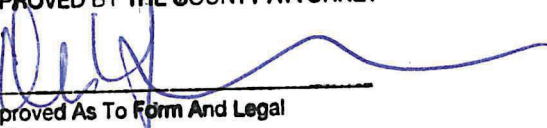
Great American Insurance Company

By:  (Surety)
Kelsy Hoagland, Attorney-in-Fact

Accepted By:
Board of County Commissioners of Hillborough
County, FL

Form F5340

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIFTEEN

No. 0 22704

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JILL KEMP	ALL OF	ALL
BARBARA DUNCAN	LOUISVILLE, KENTUCKY	\$100,000,000
MARK A. GUIDRY		
LYNNETTE LONG		
SUSAN RITTER		
THERESA HINTZMAN		
AMY SMITH		
LEIGH MCCARTHY		
MELISSA RAY		
ELIZABETH KILLE		
MICHAEL OCASIO		
CAROLINE COURTENAY		
SUZANNA KNIGHT		
KELSY HOAGLAND		
NATASHA RICHARDSON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of MAY, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of MAY, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

4th

day of

September

2025



Assistant Secretary

FOR INFORMATIONAL PURPOSES ONLY
JOHNS ROAD ESTIMATED RIGHT-OF-WAY CONSTRUCTION IMPACT COSTS

DESCRIPTION	TOTAL QUANTITY	UNIT	WEIGHTED AVG. PRICE	TOTAL AMOUNT
Excavation, Grading and Other Costs	1	LS	\$ 7,500.00	\$ 7,500.00
Maintenance of Traffic	1	LS	\$ 2,500.00	\$ 2,500.00
SANITARY SEWER				
8" Gravity Main	43	LF	\$ 48.00	\$ 2,064
Sewer Manhole	1	EA	\$ 13,650.00	\$ 13,650
ROADWAY/PAVEMENT				
George Road- Sidewalk	1258	LF	\$ 5.00	\$ 6,290.00
Johns Road- Sidewalk	7106	LF	\$ 5.00	\$ 35,530.00
George Road- Mill and Overlay	200	LF	\$ 175.00	\$ 35,000.00
George Road- Performance Turf, Sod	621	LF	\$ 0.50	\$ 310.50
				\$ 87,130.50

Documents:

The assumptions below were developed using the following documents for the gravity sewer improvements within George Road ROW.

1.) This Estimated Opinion of Probable Cost (EOPC) was completed based on the proposed improvements within Hillsborough County ROW adjacent to the site. See attached exhibit.

This opinion of probable cost was prepared using some interpretation and approximation to further define the proposed improvements. Therefore, there may be instances where the proposed estimates will deviate from the planning documents in order to efficiently define the intended scope of work.

RYAN P. CLARK, P.E.

State of Florida, Professional Engineer, License No. 87615

This item has been digitally signed and sealed by Ryan P. Clark on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Kimley-Horn does not control the cost of labor, materials, equipment of services furnished by others, methods of determining prices, or competitive bidding or market conditions. Any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and representation as a qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from the estimates.



Ryan P Clark
2025.09.04
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