

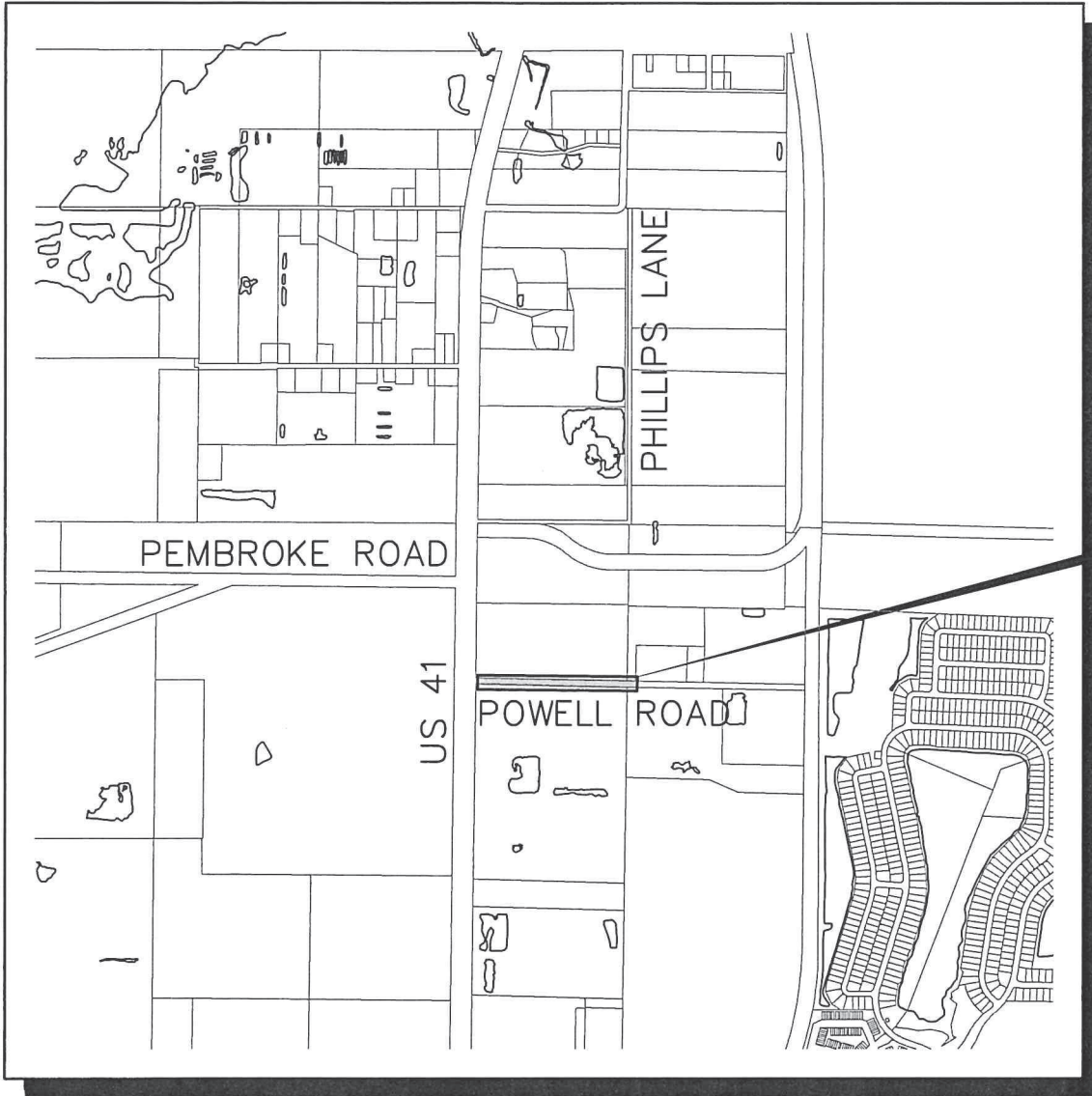
SUBJECT: Powell Road East of US 41 Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 26, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Powell Road East of US 41 Off-Site located in Section 11, Township 31, and Range 19. 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 \$26,330.10 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On January 22, 2021, Permission to construct was issued for Powell Road East of US 41 Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Duke Realty Limited Partnership and the engineer is Lincks & Associates, Inc.



PROJECT

VICINITY MAP

SECTIONS 2 & 11 TWSHP 31 S, RNG 19 E
HILLSBOROUGH COUNTY, FLORIDA

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

This Agreement made and entered into this 10 day of June, 2022, by and between Duke Realty Limited Partnership, 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 Powell Road - East of US 41 (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:
Widening of the South side of Powell Road from US 41 1,200 Ft.

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 05/03/2022 with Duke Realty Limited Partnership as Principal, and Western Surety Company 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.

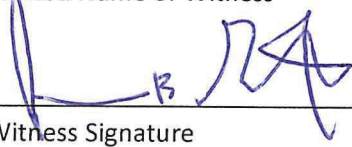
ATTEST:



 Witness Signature

Eric Hendrickson

Printed Name of Witness

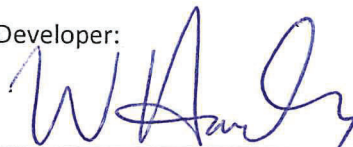


 Witness Signature

Joseph Grant

Printed Name of Witness

Owner/Developer:


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

Wesley A. Hardy

Printed Name of Signer

SVP of Duke Realty Corporation, sole general partner of Duke Realty Limited Partnership

Title of Signer

3715 Davinci Court, Ste 300, Peachtree Corners, GA 30092

Address of Signer

770-717-3200

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: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

 BY _____
 Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA Georgia
COUNTY OF HILLSBOROUGH Gwinnett

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
13th day of June, 2022, by Wesley A. Hardy as
(day) (month) (year) (name of person acknowledging)

Sr. Vice President, Southeast Region for Duke Realty Limited Partnership.
(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

Self
Type of Identification Produced



Bonnie L. Catanach
(Signature of Notary Public - State of Florida) Georgia

Bonnie L. Catanach
(Print, Type, or Stamp Commissioned Name of Notary Public)

W-00423292 August 30, 2023
(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)

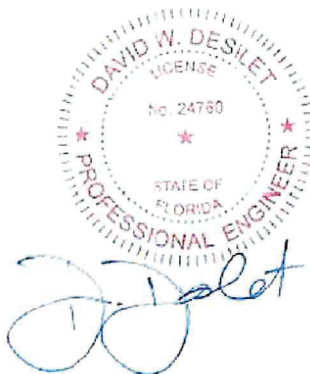
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number) (Expiration Date)



Powell Road - East of US41 / PI# 5554 - Bond Cost

200 MOBILIZATION	\$7,150.00
201 NPDES COMPLIANCE	\$5,000.00
202 CLEARING & GRUBBING	\$25,000.00
203 CONST. STAKEOUT / RECORD SURVEY	\$33,500.00
205 MAINTENANCE OF TRAFFIC	\$12,500.00
206 DEMO / REMOVE CURB & STORM DRAINAGE	\$23,000.00
207 SILT FENCE	\$1,625.00
208 DEMO EXISTING ASPHALT / PREP	\$16,500.00
209 EXCAVATE / GRADE RIGHT OF WAY	\$27,600.00
210 SOD RIGHT OF WAY - BAHIA	\$15,340.00
211 FINAL GRADING	\$10,500.00
213 1" TYPE FC 9.5 FRICTION COURSE	\$18,338.00
214 1" TYPE SP 9.5 ASPHALT	\$8,565.75
214 1" TYPE SP 9.5 ASPHALT	\$7,630.00
215 9" TYPE B 12.5 ASPHALT	\$42,510.00
216 12" COMPACTED SUBGRADE (LBR 20)	\$1,553.25
217 STABILIZED SHOULDER (LBR-40)	\$3,339.00
218 SIGNAGE & STRIPING	<u>\$3,650.00</u>
Total	\$263,301.00
Bond Amount 10%:	\$26,330.10



Digitally signed
by David
Desilet
Date:
2022.05.19
07:50:48 -04'00'

David W. Desilet
19 May 2022
Florida PE #24760

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 3, 2024.

SIGNED, SEALED AND DATED this 3rd day of May, 2022.

ATTEST:



Principal Signature

*SVP of Duke Realty Corporation,
sole general partner of
Duke Realty Limited Partnership*

(Seal)



Surety Signature

Western Surety Company
(Seal)

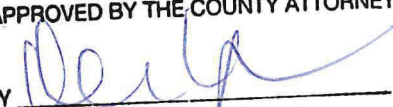
ATTEST:

Holly Tallone

Attorney-in-fact Signature

Western Surety Company
(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

as amended

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary J Giuletta, Douglas P Irvin, William B Bridgman, Holly L Lynch, Kathleen M Coen, Renee Hugar, Holly Tallone, Louis J Bensinger, Tammy L Orehek, Julia C Zalesky, Individually

of Farmington, CT, 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 it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 3rd day of May, 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

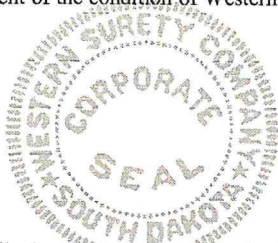
WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

<u>ASSETS</u>	
Bonds	\$ 1,912,532,179
Stocks	25,319,501
Cash, cash equivalents, and short-term investments	40,409,249
Receivables for securities	-
Investment income due and accrued	17,596,947
Premiums and considerations	66,346,899
Amounts recoverable from reinsurers	3,171,900
Current federal and foreign income tax recoverable and interest thereon	2,464,571
Net deferred tax asset	14,052,177
Receivable from parent, subsidiaries, and affiliates	12,599,707
Other assets	-
Total Assets	\$ 2,094,493,130

<u>LIABILITIES AND SURPLUS</u>	
Losses	\$ 215,792,050
Loss adjustment expense	51,323,326
Commissions payable, contingent commissions and other similar charges	10,245,562
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,169,742
Federal and foreign income taxes payable	-
Unearned premiums	256,859,522
Advance premiums	5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)	977,849
Amounts withheld or retained by company for account of other	9,740,338
Provision for reinsurance	420,825
Payable to parent, subsidiaries and affiliates	2,297
Payable on security transactions	-
Other liabilities	31,467
Total Liabilities	\$ 554,517,555

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,255,903,739
Surplus as regards policyholders	\$ 1,539,975,575
Total Liabilities and Capital	\$ 2,094,493,130

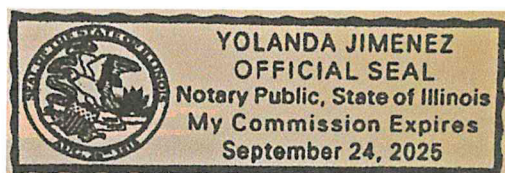
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:



By Yolanda Jimenez
Notary Public

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 30157212
 For Powell Road-East of US 41, Improvements for Maintenance
 Dated effective 05/03/2022 (MONTH, DAY, YEAR)
 Executed by Duke Realty Limited Partnership, as Principal, (PRINCIPAL)
 And by Western Surety Company, as Surety, (SURETY)
 And in favor of Board of County Commissioners of Hillsborough County, Florida (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Term Expiration Date	05/02/2024	08/26/2024

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 05/03/2022
 (MONTH, DAY, YEAR)

Signed and Sealed 05/18/2022
 (MONTH, DAY, YEAR)



Duke Realty Limited Partnership
PRINCIPAL

BY

W. Andy
 SVP of Duke Realty Corporation, sole general partner of Duke Realty Limited Partnership
Western Surety Company
SURETY

TITLE

BY

Kathleen M. Coen, ATTORNEY-IN-FACT

APPROVED BY THE COUNTY ATTORNEY

[Handwritten Signature]

BY _____
 Approved As To Form And Legal Sufficiency.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Holly Tallone, Individually

of , Farmington, CT , 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 -

Surety Bond No.: 30157212

Principal: Duke Realty Limited Partnership

Obligee: Board of County Commissioners of Hillsborough County, Florida

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

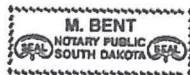
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 18th day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

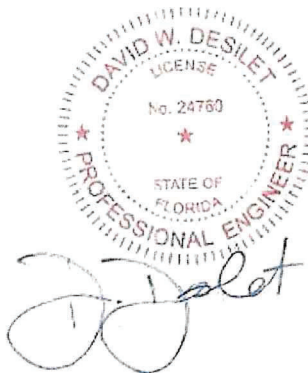
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Powell Road - East of US41 / PI# 5554 - Bond Cost

200 MOBILIZATION	\$7,150.00
201 NPDES COMPLIANCE	\$5,000.00
202 CLEARING & GRUBBING	\$25,000.00
203 CONST. STAKEOUT / RECORD SURVEY	\$33,500.00
205 MAINTENANCE OF TRAFFIC	\$12,500.00
206 DEMO / REMOVE CURB & STORM DRAINAGE	\$23,000.00
207 SILT FENCE	\$1,625.00
208 DEMO EXISTING ASPHALT / PREP	\$16,500.00
209 EXCAVATE / GRADE RIGHT OF WAY	\$27,600.00
210 SOD RIGHT OF WAY - BAHIA	\$15,340.00
211 FINAL GRADING	\$10,500.00
213 1" TYPE FC 9.5 FRICTION COURSE	\$18,338.00
214 1" TYPE SP 9.5 ASPHALT	\$8,565.75
214 1" TYPE SP 9.5 ASPHALT	\$7,630.00
215 9" TYPE B 12.5 ASPHALT	\$42,510.00
216 12" COMPACTED SUBGRADE (LBR 20)	\$1,553.25
217 STABILIZED SHOULDER (LBR-40)	\$3,339.00
218 SIGNAGE & STRIPING	<u>\$3,650.00</u>
Total	\$263,301.00
Bond Amount 10%:	\$26,330.10



Digitally signed
by David
Desilet
Date:
2022.05.19
07:50:48 -04'00'

David W. Desilet
19 May 2022
Florida PE #24760