

SUBJECT: Serena Ridge Warranty Bond Replacement
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 20, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept a new agreement and financial security for Serena Ridge, located in Section 03, Township 29, and Range 20. Development Review Division of Development Services Department administratively accepted the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance on October 16, 2020 upon proper completion, submittal and approval of all required documentation. Allow 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 new Warranty Bond in the amount of \$35,665.10 and authorize the Chairman to execute the new Subdivider's Agreement for Warranty of Required Improvements.

On December 10, 2019, the Board of County Commissioners administratively accepted this project under an agreement with Clayton Properties Group, Inc and National Indemnity Company. Since that BOCC Agenda date the surety company has changed to United States Fire Insurance Company and a new agreement and financial Bond from have been issued. Upon acceptance of the above agreement and financial security, the previous surety bond is to be released.

BACKGROUND:

On July 5, 2019, Permission to Construct Prior to Platting was issued for Serena Ridge. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Clayton Properties Group, Inc and the engineer is Landmark Engineering and Surveying Corporation.

**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement is made and entered into this ____ day of _____ 2021, by and between Clayton Properties Group, Inc., hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as SERENA RIDGE; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, the improvements required by the LDC in the subdivision known as SERENA RIDGE are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

<input checked="" type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input checked="" type="checkbox"/> Stormwater Drainage Systems
<input checked="" type="checkbox"/> Sanitary Gravity Sewer System	<input checked="" type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:

_____ and

WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.

described in paragraph 2, above, specifically identified as:

- a. Letter of Credit, number _____,
dated _____,
with _____ by order of
_____, or
- b. A Warranty Bond, dated May 17th 2021, with Clayton Properties Group, Inc.
as Principal, and United States Fire Insurance Company as Surety
- c. Escrow Agreement, dated _____,
_____, between
and the County or,
- d. 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 Subdivider on funds received by the County pursuant to this
Agreement.

Copies of said letters of credit, warranty bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements 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 Subdivider's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities for maintenance, upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the County's Development Review Division of Development Services Department, in accordance with all applicable County regulations relating to the construction of the improvement facilities.
7. If any article, section, clause or provision of this agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which will remain in full force and effect.
8. This document 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 _____ day of _____, 20____.

ATTEST:

[Signature]
Witness Signature

Garret Parkinson
Printed Name of Witness

[Signature]
Witness Signature

Milton Andrade
Printed Name of Witness

SUBDIVIDER:

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

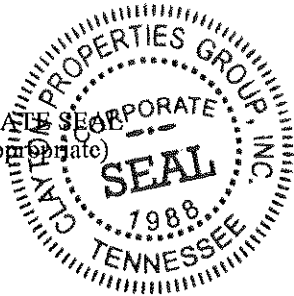
D. Joel Adams
Name (typed, printed or stamped)

Vice President, Clayton Properties Group, Inc.
Title

3020 S. Florida Ave Ste 101 Lakeland, FL 33803
Address of Signer

863-619-7103
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)



ATTEST:
CLERK OF CIRCUIT COURT

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

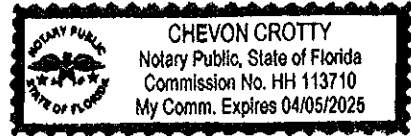
STATE OF Florida
COUNTY OF POIK

The foregoing instrument was acknowledged before me this 15 day of JVne,
2021, by D. JOEL Adams, vice president, clayton properties group, inc.
a corporation under the laws of the state of Florida on behalf of the
corporation. He and/or she is personally known to me or has produced _____
as identification and did take an oath.

NOTARY PUBLIC:

Sign: Chevon Crotty (Seal)
Print: Chevon crotty
Title or Rank: Land Development Coordinator
Serial Number, if any: _____

My Commission Expires: 04/05/2025



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: _____

WARRANTY BOND

Bond No. 6135006573

KNOW ALL MEN BY THESE PRESENTS, That we **Clayton Properties Group, Inc.**, called the Principal and **United States Fire Insurance Company**, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Thirty Five Thousand Six Hundred Sixty Five and 10/100 (\$35,665.10) 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 established subdivision 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 subdivision regulations affect the subdivision 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 (roads, drainage, water and wastewater) for maintenance constructed in conjunction with the platted subdivision known as **SERENA RIDGE**; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting — all grading, paving and curbing of streets, roads and other rights of way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Construction and Warranty of Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

WHEREAS, the terms of said Subdivider's 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 roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as **SERENA RIDGE** 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 Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's 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 NOVEMBER 16, 2022.

SIGNED, SEALED AND DATED this 17th day of May, 2021.

ATTEST:

Cheron Cratty



Clayton Properties Group, Inc.

Principal

[Signature]

D. Joel Adams
3020 S. Florida Avenue, Suite 101
Lakeland, Florida 33803

ATTEST:

Sus [Signature]

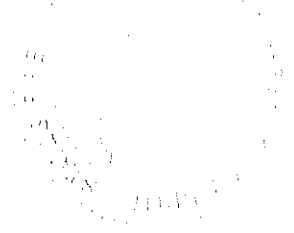
United States Fire Insurance Company

Surety

By: [Signature]

Brook T. Smith, Attorney-in-Fact

(SEAL)



APPROVED BY THE COUNTY ATTORNEY

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

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07438

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brook T. Smith, James T. Smith, Deborah S. Neichter, Michele, D. Lacrosse, Jason D. Cromwell

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eighty Five Million Dollars (\$85,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of May, 2021

UNITED STATES FIRE INSURANCE COMPANY



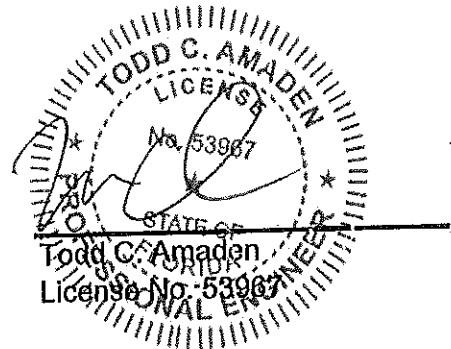
Daniel Sussman

Daniel Sussman, Senior Vice President

**SERENA RIDGE
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$120,525.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$67,810.00
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$84,500.00
SCHEDULE D - SANITARY SEWER SYSTEM	\$83,816.00
TOTAL (SCHEDULES A - D)	\$356,651.00
10% WARRANTY BONDING	\$35,665.10



**SERENA RIDGE
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	DESCRIPTION	TOTAL COST
1	PAVING	\$87,845.00
2	CONCRETE CURBS	\$28,595.00
3	STRIPING & SIGNS	\$4,085.00

\$120,525.00

**SERENA RIDGE
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	40	LF	30" ADS HP	\$53.00	\$2,120.00
2	540	LF	24" ADS HP	\$39.00	\$21,060.00
3	260	LF	18" ADS HP	\$28.00	\$7,280.00
4	1	LF	30" FES W/ RIP RAP	\$2,360.00	\$2,360.00
5	7	EA	TYPE 1 INLET	\$3,870.00	\$27,090.00
6	1	EA	TYPE "C" INLET	\$1,900.00	\$1,900.00
7	2	EA	STORM MANHOLE	\$2,090.00	\$4,180.00
8	1	LF	18" MES W/ RIP RAP	\$1,820.00	\$1,820.00

TOTAL STORM DRAINAGE SYSTEM **\$67,810.00**

**SERENA RIDGE
WARRANTY ESTIMATE**

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1460	LF	6" PVC	\$15.00	\$21,900.00
2	60	LF	6" DIP	\$27.00	\$1,620.00
3	40	LF	16" JACK & BORE	\$390.00	\$15,600.00
4	1	EA	12X6 WET TAP	\$3,190.00	\$3,190.00
5	9	EA	6" GATE VALVE	\$930.00	\$8,370.00
6	29	EA	SERVICES	\$580.00	\$16,820.00
7	3	EA	6" TEE	\$400.00	\$1,200.00
8	3	EA	FIRE HYDRANT	\$3,720.00	\$11,160.00
9	16	EA	6" BENDS	\$290.00	\$4,640.00

TOTAL WATER DISTRIBUTION SYSTEM **\$84,500.00**

**SERENA RIDGE
WARRANTY ESTIMATE**

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1180	LF	8" PVC	\$31.00	\$36,580.00
2	17	EA	SERVICES	\$740.00	\$12,580.00
3	3	EA	MANHOLES 0-6' DEEP	\$2,420.00	\$7,260.00
4	5	EA	MANHOLES 6-8' DEEP	\$2,680.00	\$13,400.00
5	580	LF	4" PVC FORCEMAIN	\$12.20	\$7,076.00
6	9	EA	4" BENDS	\$340.00	\$3,060.00
7	1	EA	12X4 WET TAP	\$3,140.00	\$3,140.00
8	1	EA	4" PLUG VALVE	\$720.00	\$720.00

TOTAL SANITARY SEWER SYSTEM **\$83,816.00**

COPY

SUBJECT: Serena Ridge
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 10, 2019
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Serena Ridge, located in Section 03, Township 29, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and 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 Performance Bond in the amount of \$109,806.25, a Warranty Bond in the amount of \$35,665.10, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$1,875.00, and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On July 5, 2019; Permission to Construct Prior to Platting was issued for Serena Ridge. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Clayton Properties Group, Inc and the engineer is Landmark Engineering and Surveying Corporation.