

SUBJECT: Chelsea Court Townhomes Agreement Termination **PI#4530**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 10, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Approve and authorize the Chair to execute the Termination of the Subdivider’s Agreement for Construction and Warranty of Required Improvements for Chelsea Court Townhomes, located in Section 03, Township 29, and Range 19. Also authorize the release of the performance and warranty deposits for Chelsea Court Townhomes as accepted at the April 12, 2022 BOCC meeting.

BACKGROUND:

On April 12, 2022, the Board accepted the plat for the Chelsea Court Townhomes, approved the Subdivider’s Agreement for Construction and Warranty of Required Improvements with the Developer, and authorized acceptance of a performance check in the amount of \$67,622.81 and a warranty check in the amount of \$800. The Development Services Department was authorized to administratively release the performance security upon final acceptance of the improvements and the warranty security upon successful completion of the warranty period.

Subsequently, the Developer has advised that all the improvements within the subdivision are to be private. Therefore, the none of the improvements will be accepted by the County for maintenance and no warranty is required. The improvements have been constructed and inspected and the performance security has been approved for release by the Development Services Department. The Termination Agreement provides for release of both the performance and warranty securities to the Developer. The Developer has provided the required Termination Agreement, which the County Attorney’s Office has reviewed and approved. The developer is Chelsea Court LLC and the engineer is Landmark Engineering & Surveying Corporation.

**Termination of Subdivider Agreement for Construction and Warranty of Required Improvements for
the Chelsea Court Townhomes Subdivision**

This **Termination of Subdivider Agreement for Construction and Warranty of Required Improvements for the Chelsea Townhomes Subdivision** (“**Termination Agreement**”) is entered into by and between Chelsea Court LLC, a Florida limited liability company (“**Subdivider**”) and Hillsborough County, a political subdivision of the State of Florida (“**County**”) as of the latest date set forth next to the signatures below.

RECITALS

WHEREAS, Subdivider and County are parties to that certain Subdivider’s Agreement for Construction and Warranty of Required Improvements dated on or about April 12, 2022 (the “**Construction and Warranty Agreement**”), concerning the construction of improvements in a subdivision commonly known as Chelsea Court Townhomes (the “**Subdivision**”); and

WHEREAS, as provided in the Construction and Warranty Agreement, Subdivider provided the County with a deposit of funds in the amount of \$67,622.81 to guarantee performance of its obligations to construct certain improvements within the Subdivision (the “**Performance Security**”), and a deposit of funds in the amount of \$800 to warrant certain improvements constructed by the Subdivider against defects after acceptance of the improvements by the County (the “**Warranty Security**”, and together, the “**Performance and Warranty Securities**”); and

WHEREAS, the County and the Subdivider agree that the improvements within the Subdivision have been constructed and that the conditions have been met to allow for the release of the Performance Security to the Subdivider; and

WHEREAS, the County and the Subdivider agree that the improvements within the Subdivision, as referenced in the Construction and Warranty Agreement, are privately owned and maintained, and will not be accepted by the County for ownership or maintenance, and that therefore the Subdivider is not required to provide the Warranty Security to the County; and

WHEREAS, the parties desire to terminate the Construction and Warranty Agreement and to provide for return of the Performance and Warranty Securities to the Subdivider.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

2. Termination. The Construction and Warranty Agreement is hereby terminated and shall from this day forth be of no further force or effect whatsoever. The Performance and Warranty Securities shall be returned to the Subdivider upon its request, without interest thereon.

3. Construction Plan Validity. This Termination Agreement shall have no impact upon the validity of construction plans for this project. The validity of such plans shall be as set forth in the County's Land Development Code and Development Review Procedures Manual.

4. Counterparts. This Termination Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Signature pages may be detached from various counterparts and attached to a single copy of this Termination Agreement to physically form one contract.

IN WITNESS WHEREOF the parties hereto have executed this Termination Agreement as of the latter date set forth next to the signatures below.

ATTEST:

Cindy Stuart, Clerk of the Circuit Court

By: _____
Deputy Clerk

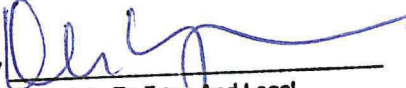
Hillsborough County, a political subdivision of the State of Florida

By: Hillsborough County Board of County Commissioners

By: _____
Chair

Date: _____

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

ATTEST:

Name: Janet Medeiros
Print: Janet Medeiros
Name: [Signature]
Print: TODD C. AMADEN

Chelsea Court LLC, a Florida limited liability company

By: [Signature]
Name: Feliciano Morales
Title: Manager
Date: 7-30-2024

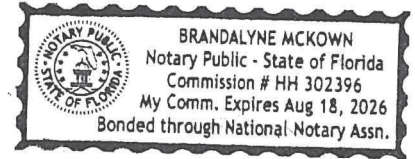
CORPORATE ACKNOWLEDGMENT:

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of July, 2024, by Feliciano Morales, Manager of Chelsea Court LLC, a Florida limited liability company, on behalf of the company. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Brandalyne McKown (Seal)
Print: Brandalyne McKown
Title or Rank: Notary
Serial Number, if any: HH 302396
My Commission Expires: 8/18/2026



2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L21000183580

Entity Name: CHELSEA COURT LLC

Current Principal Place of Business:

4417 N CLARK AVE
TAMPA, FL 33614

Current Mailing Address:

4417 N CLARK AVE
TAMPA, FL 33614 US

FEI Number: 88-2096403

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MORALES, FELICIANO
4417 N CLARK AVE
TAMPA, FL 33614 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	MORALES, FELICIANO	Name	MORALES, CELIA
Address	4417 N CLARK AVE	Address	4417 N CLARK AVE
City-State-Zip:	TAMPA FL 33614	City-State-Zip:	TAMPA FL 33614

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CELIA MORALES

MGR

04/25/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date