

**SUBJECT:** Seffner Self Storage Mini Warehouse Off-Site **PI#6401**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** May 12, 2026  
**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 (turn lane and utilities) for Maintenance to serve Seffner Self Storage Mini Warehouse Off-Site, located in Section 35, Township 28, and Range 20, 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 Check in the amount of \$5,310.25 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On May 1, 2024, Permission to Construct was issued for Seffner Self Storage Mini Warehouse Off-Site, after construction plan review was completed on February 14, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Midwest Storage Developers, LLC and Seffner EAT, LLC and the engineer is Kimley-Horn.



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Midwest Storage Developers LLC and Seffner EAT 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 Seffner Self Storage Mini Warehouse (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:

The county owned infrastructure includes the water main before the back flow and the forced main from the the plug valve to the forced main tap.

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 \_\_\_\_\_ with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, and
  - c. Cashier/Certified Check, number 050001568, dated 12/09/2025 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:

Owner/Developer:

Melisa M Brooks  
Witness Signature

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

MELISA M BROOKS  
Printed Name of Witness

David Hood  
Printed Name of Signer

Courtney Jachim  
Witness Signature

Manager  
Title of Signer

COURTNEY JACHIM  
Printed Name of Witness

323 Columbia Street, Suite 300, Lafayette, IN 47901  
Address of Signer

765.491.1723  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

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.

**Representative Acknowledgement**

STATE OF FLORIDA INDIANA  
COUNTY OF HILLSBOROUGH TIPPECANOE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of December, 2025, by David Hood as Manager for Midwest Storage Developers LLC.  
(day) (month) (year) (name of person acknowledging) (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

Melisa M Brooks  
(Signature of Notary Public - State of ~~Florida~~ IN)

\_\_\_\_\_  
Type of Identification Produced



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

\_\_\_\_\_  
(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)

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:

Staci Woodyard  
Witness Signature

Staci Woodyard  
Printed Name of Witness

Lori Skaggs  
Witness Signature

Lori Skaggs  
Printed Name of Witness

Owner/Developer:

By: Chirag Patel  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Chirag Patel  
Printed Name of Signer

Manager  
Title of Signer

9434 Woodslake Drive, Indianapolis, IN 46278  
Address of Signer

317.638.3300  
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

**Representative Acknowledgement**

STATE OF INDIANA

COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of December, 2025, by Chirag Patel as

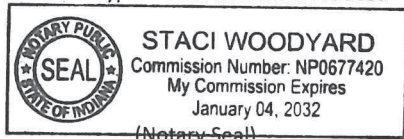
Manager for Seffner EAT LLC  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

Staci Woodyard  
(Signature of Notary Public - State of Florida)

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

Type of Identification Produced



(Notary Seal)

(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 \_\_\_\_\_.

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)



Lafayette Downtown Branch  
201 Main Street  
Lafayette, IN 47901

# OFFICIAL CHECK

71-287/719

## 050001568

DATE 12/09/2025

REMITTER MEMO Midwest Storage Developers Llc  
SEFFNER

PAY

**\$5,310.25**

DOLLARS

\$ 5,310.25

\*\*\*\*\* DOLLAR FIVE COMMA THREE ONE ZERO PERIOD TWO FIVE \*\*\*\*\*

TO THE ORDER OF

**BOARD OF COUNTY COMMISSIONERS  
OF HILLSBOROUGH COUNTY**

AUTHORIZED SIGNATURE

⑈050001568⑈ ⑆071902878⑆ 103744657⑈

APPROVED BY THE COUNTY ATTORNEY

BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.



FLORIDA COA 7819  
 PENNONI ASSOCIATES INC.  
 3242 Henderson Boulevard, Suite 200  
 Tampa, FL 33609  
 T 813-258-006

**SEFFNER MINI WAREHOUSE - UTILITY MATERIALS IN CO R.O.W.**

**4" SANITARY FORCE MAIN**

4" DR18 PVC	80 LF
4" JOINT RESTRAINTS	4 EA
12" .250 WALL STEEL CASING	80 LF
4X12 CASING END SEALS	2 EA
4 X 12 CASING SPACERS	10 EA

**8" DIP WATER MAIN**

8" CL50 TJ DIP	336 LF
8" MJ 90° BEND	2 EA
8" MJ 45° BEND	6 EA
8" MJ 22 1/2° BEND	4 EA
8" X 8" X 8" MJ TEE	3 EA
8" MJ GATE VALVE	8 EA
8" JOINT RESTRAINT	15 EA
DETECTION TAPE	1 RL
TRACER WIRE, BLUE	2 RL
POLYWRAP-12"	2 RL
HYMAX FLIP COUPLING	2 EA
20" STEEL CASING	30 LF
8 X 20 CASING END SEALS	2 EA
8 X 20 CASING SPACERS	6 EA
8 X 2 TAPPING SADDLE	1 EA

**TOTAL MATERIALS COST      \$ 53,102.46**

WE HAVE RECEIVED THE COST BREAKDOWN FROM THE CONTRACTOR AND OWNER FOR THE OFF-SITE UTILITY IMPROVEMENTS AND CERTIFY TO THE BEST OF OUR KNOWLEDGE THIS INFORMATION IS ACCURATE.

  
*Lawrence E. Mills* 3/25/25  
 LAWRENCE E. MILLS  
 P.E. NO. 22324  
 STATE OF FLORIDA