

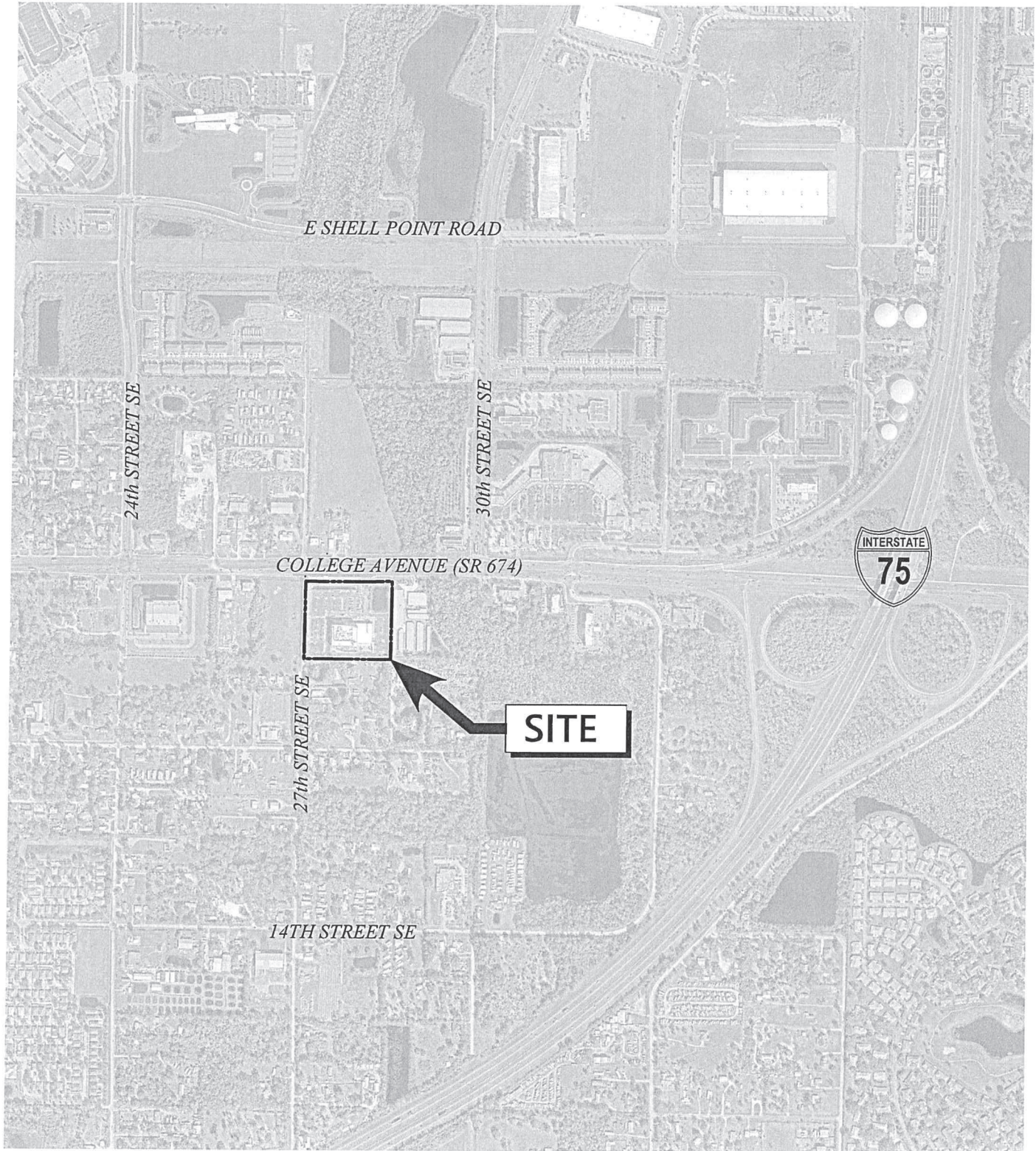
SUBJECT: Moffitt Cancer Center Southshore Off-Site **PI#6525**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 8, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage, sidewalks, water and wastewater) for Maintenance to serve Moffitt Cancer Center Southshore Off-Site, located in Section 10, Township 32, and Range 19, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction upon final acceptance by the Development Review Division of Development Services Department and also 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 \$749,140.00, a Warranty Bond in the amount of \$59,931.20 and authorize the Chairman to execute the Developer's Agreement for Construction and Warranty of Required Improvements.

BACKGROUND:

On June 27, 2023, Permission to Construct Prior to Platting was issued for Moffitt Cancer Center Southshore Off-Site, after construction plan review was completed on June 15, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is H. Lee Moffitt Center and Research Institute, Inc. and H. Lee Moffitt Center and Research Institute Hospital, Inc. and the engineer is VHB.



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
H. Lee Moffitt Cancer Center and Research Institute, Inc. and
H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc., 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, set forth in the Land Development Code ("LDC") pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, pursuant to the LDC, the off-site improvement facilities required in connection with the site development project known as Moffitt Cancer Center, SouthShore (hereafter referred to as the "Project") are to be installed under guarantees posted with the County; 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 filed or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of off-site roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and/or reclaimed water systems and/or easements and rights-of-way, in accordance with the specifications found in the aforementioned LDC and required by the County, in conjunction with the Project; and

WHEREAS, the Owner/Developer agrees to build and construct the aforementioned off-site improvements under guarantees posted with the County; and

WHEREAS, pursuant to the LDC, the Owner/Developer will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to the Project:

Water and force main connections serving the Project; 27th Street improvements to include roadway improvements, stormwater, pedestrian sidewalk and landscaping

The improvements listed in this paragraph are hereafter referred to as the "County Off-Site Project Improvements"; and

WHEREAS, the County requires the Owner/Developer to warranty the aforementioned County Off-Site Project 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 requires the Owner/Developer 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 Owner/Developer as set forth herein, to gain acceptance for ownership and/or maintenance by the County of the aforementioned County Off-Site Project Improvements, the Owner/Developer 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.
2. The Owner/Developer agrees to well and truly build, construct and install the off-site project improvements in connection with the Project within Three (3.0) months from and after the date that the Board of County Commissioners accepts the performance bond rendered pursuant to paragraph 4 below, in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Owner/Developer.
3. The Owner/Developer agrees to warranty the County Off-Site Project Improvements against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Owner/Developer further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Owner/Developer agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond, dated 1/16/25 with Owner/Developer _____ as Principal, and Hartford Fire Insurance Company _____ as Surety, and
A Warranty Bond, dated 1/16/25 with Owner/Developer _____ as Principal, and Hartford Fire Insurance Company _____ as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and 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, performance and warranty bonds or cashier/certified checks are attached hereto and by reference made a part hereof.

5. Once construction is completed, the Owner/Developer shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the off-site project improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of the Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Review Division of the Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Owner/Developer seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Owner/Developer shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Owner/Developer shall be liable to pay for the cost of construction and installation of the 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 failure of the Owner/Developer to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Owner/Developer 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 Owner/Developer's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to accept the County Off-Site Project Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
10. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Owner/Developer may request that the County accept the County Off-Site Project Improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Owner/Developer shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the

County Attorney's Office, the County's Development Review Division of the Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.

11. If any article, section, clause or provision of this Agreement may be deemed or 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 shall remain in full force and effect.
12. This document contains the entire agreement of these 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.

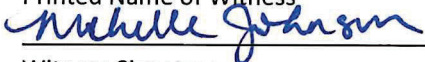
ATTEST:



Witness Signature

CAROLINA CROUCH

Printed Name of Witness



Witness Signature

NICHELLE JOHNSON

Printed Name of Witness



(When Appropriate)

Owner/Developer: H. Lee Moffitt Cancer Center and Research Institute, Inc.

By 

Authorized Corporate Officer, or Individual Sign before Notary Public and 2 Witnesses)

Sabi Singh

Printed Name of Signer

Executive Vice President/Chief Operating Officer
Title of Signer

12902 Magnolia Drive, Tampa, FL 33612
Address of Signer

813-745-4673
Phone Number of Signer

Caroline Croub

CAROLINA CROUCH

Michelle Johnson

NICHÈLLE JOHNSON

5 of 6

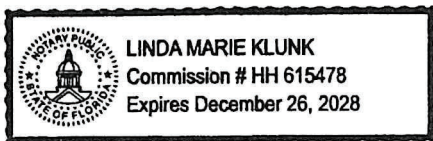
Notarial Acknowledgments

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence, this 21st day of JANUARY, 2025, by Sabi Singh, as Executive Vice President/Chief Operating Officer for the H. Lee Moffitt Cancer Center and Research Institute, Inc.

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

(notary seal)



Linda Marie Klunk
Signature of Notary Public – State of Florida

LINDA MARIE KLUNK
Name of Notary (typed/stamped)

Commission Number
HH615478

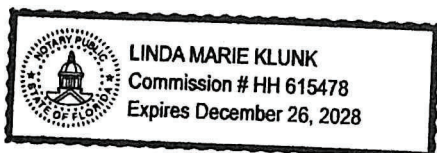
Expiration Date:
12/26/2028

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence, this 21st day of JANUARY, 2025, by Sabi Singh, as President for the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

(notary seal)



Linda Marie Klunk
Signature of Notary Public – State of Florida

LINDA MARIE KLUNK
Name of Notary (typed/stamped)

Commission Number
HH615478

Expiration Date:
12/26/2028

SITE DEVELOPMENT PERFORMANCE BOND – OFF-SITE IMPROVEMENTS

Bond # 20BSBJF5623

KNOW ALL MEN BY THESE PRESENTS, That we H. Lee Moffitt Cancer Center and Research Institute, Inc. and H. Lee Moffitt Cancer Center and Research Institute Hospital Inc., a Corporation called the Principal, and Hartford 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 Seven Hundred Forty-Nine Thousand One Hundred Forty and No/100***** (\$ 749,140.00) Dollars for the payment of which sum, well and truly to be made, 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 performance bond; and

WHEREAS, these land development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

WHEREAS, these land development regulations require the construction of off-site improvements in connection with the development of the Moffitt Cancer Center, Southshore Site (hereafter referred to as the "Project"); and

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction of the following off-site improvements in accordance with the specifications found in the aforementioned land development regulations and in connection with the Project: Moffitt Cancer Center, Southshore, hereafter, the "Off-Site Improvements"; and

WHEREAS, said Off-Site Improvements are to be built and constructed in connection with the aforementioned Project; and

WHEREAS, the Principal has provided to the County a certified cost estimate for construction of the above-described Off-Site Improvements prepared by a professional engineer licensed in the State of Florida; and

WHEREAS, the aforementioned land development regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned Off-Site Improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned land development regulations has entered into an Owner/Developer's Agreement, hereafter referred to as the "Agreement", the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required Off-Site Improvements; and

WHEREAS, the terms of said Agreement are by reference, hereby, incorporated into and made a part of this Site Development Performance Bond.

NOW, THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install the Off-Site Improvements required in connection with the Project, to be built and constructed in the off-site area in accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Three (3) months from the date that the Board of County Commissioners accepts this performance bond; and
- B. If the Principal shall faithfully perform the 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 June 11, 2025.

SIGNED, SEALED AND DATED this 16th day of January, 2025.

ATTEST:

Caroline Brown

H. Lee Moffitt Cancer Center and Research Institute, Inc.

By:

Rishi Singh

ATTEST:

Nehika Johnson

H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.

By

Rishi Singh
Principal Seal

Hartford Fire Insurance Company

ATTEST:

Surety

Seal

Danielle Johnson

Witness Danielle Johnson

By

Tina Foster
Attorney-In-Fact Tina Foster Seal

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal Sufficiency.
as amended

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS TOWERS WATSON SOUTHEAST INC

Agency Code: 20-263350

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Michelle Anne McMahon of Hartford CT, Tina Foster, Danielle D. Johnson, Maria Negron Castro, Jeff Peters, Jeremy C. Rose, Richard C. Rose, Autumn Schneider of KNOXVILLE, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 16, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 20BSBJF5623

For Site Development Performance Bond - Off-Site Improvements
for Moffitt Cancer Center, Southshore

Dated effective 01/16/2025 (MONTH, DAY, YEAR)

Executed by H. Lee Moffitt Cancer Center and Research Institute and H. Lee
Moffitt Cancer Center and Research Institute Hospital Inc., as
Principal, (PRINCIPAL)

And by Hartford Fire Insurance 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

BOND IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL IS HEREBY AMENDED:

From: June 11, 2025

To: August 8, 2025

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

This rider is effective 01/16/2025
(MONTH, DAY, YEAR)

Signed and Sealed 03/05/2025
(MONTH, DAY, YEAR)

H. Lee Moffitt Cancer Center and Research Institute and
H. Lee Moffitt Cancer Center and Research Institute Hospital Inc.
PRINCIPAL

BY: Sahi Singh
TITLE

Hartford Fire Insurance Company
SURETY

BY: Tina Foster

Tina Foster, Attorney-In-Fact



APPROVED BY THE COUNTY ATTORNEY

BY: [Signature]

Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Tina Foster, Danielle D. Johnson, Jeff Peters, Filipe Ramos, Jeremy C. Rose, Autumn Schneider, Kendall Young of KNOXVILLE, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 5, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we H. Lee Moffitt Cancer Center and Research Institute, Inc. and H. Lee Moffitt

Cancer Center and Research Institute Hospital, Inc.

called the Principal, and Hartford 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

Fifty-Nine Thousand Nine Hundred Thirty-one and Twenty Cents

(\$ 59,931.20) 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 Moffitt Cancer Center, SouthShore, 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: Water and force main connections serving the Project; 27th Street improvements to include roadway improvements, stormwater, pedestrian sidewalk and landscaping (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 July 11, 2027.

SIGNED, SEALED AND DATED this 16th day of January, 2025.

ATTEST:

Lawline Brown

ATTEST:

Nichelle Johnson

H. Lee Moffitt Cancer Center and Research Institute, Inc.

By:

Hadi Singh

H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.

By:

Hadi Singh

Principal

Seal

Hartford Fire Insurance Company

Surety

Seal

ATTEST:

Danielle Johnson

Danielle Johnson

By

Sina Ser

Attorney-In-Fact

Tina Foster

Seal

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]

Approved As To Form And Legal Sufficiency.

as amended

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

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- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Michelle Anne McMahon of Hartford CT, Tina Foster, Danielle D. Johnson, Maria Negron Castro, Jeff Peters, Jeremy C. Rose, Richard C. Rose, Autumn Schneider of KNOXVILLE, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 16, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 20BSBJF5624

For Site Development Warranty - Off-Site Improvements
for Moffitt Cancer Center, Southshore

Dated effective 01/16/2025 (MONTH, DAY, YEAR)

Executed by H. Lee Moffitt Cancer Center and Research Institute and H. Lee
Moffitt Cancer Center and Research Institute Hospital Inc., as
Principal, (PRINCIPAL)

And by Hartford Fire Insurance 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

BOND IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL IS HEREBY AMENDED:

From: July 11, 2027

To: August 8, 2027

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

This rider is effective

01/16/2025

(MONTH, DAY, YEAR)

Signed and Sealed

03/05/2025

(MONTH, DAY, YEAR)

H. Lee Moffitt Cancer Center and Research Institute and
H. Lee Moffitt Cancer Center and Research Institute Hospital Inc.

PRINCIPAL

BY: Salmi Singh

TITLE

Hartford Fire Insurance Company

SURETY

BY: Sina Soz

Tina Foster, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.



POWER OF ATTORNEY

**Direct Inquiries, Bond Authenticity
and Claims to:**

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS TOWERS WATSON SOUTHEAST INC

Agency Code: 20-263350

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Tina Foster, Danielle D. Johnson, Jeff Peters, Filipe Ramos, Jeremy C. Rose, Autumn Schneider, Kendall Young of KNOXVILLE, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 5, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

PI 6525
Moffitt Satellite Ruskin
Specific Cost Breakdown
Prepared by Whiting-Turner

ITEM NO.	ITEM DESCRIPTION	AMOUNT
	Water and Fire Lines	
1	Jack and Bore - 18" Steel Casing	\$ 104,000.00
2	Ductile Iron Pipe 8"	\$ 13,430.00
3	Tapping Sleeve and Valve - 16"x8"	\$ 16,070.00
4	Tee - 8"x6"	\$ 2,590.00
5	Valve - Gate 6"	\$ 5,490.00
6	Valve - Gate 8"	\$ 8,600.00
7	Master Meter Assembly	\$ 38,170.00
8	Meter Assembly (Irrigation)	\$ 6,160.00
9	DDCV Assembly	\$ 32,780.00
	Force Main	\$ -
10	Connect to Existing Piping	\$ 2,110.00
11	Tee - 4"x2"	\$ 310.00
12	Bend - 45.00-4"	\$ 1,080.00
13	Plug - 4"	\$ 3,190.00
14	PVC - C900-4"	\$ 42,050.00
15	Tee- 4"x4"	\$ 570.00
	Roadway/Drainage	
16	Base Course - 8"	\$ 32,400.00
17	Subgrade	\$ 31,500.00
18	MOT	\$ 20,940.00
19	Asphalt Pavement	\$ 108,500.00
20	Handicap Ramp	\$ 4,420.00
21	Sidewalk	\$ 39,312.00
22	Curb Inlet	\$ 25,140.00
23	RCP	\$ 45,500.00
24	Sod	\$ 15,000.00
	TOTAL	\$ 599,312

Kevin M. Bynum, State of
Florida, Professional Engineer,
License No. PE 62392

This Item has been digitally
signed and sealed by
Kevin M. Bynum, PE, on

2025.03.03 16:17:55-05'00'

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



Kevin M Bynum, PE No. 62392
02/28/2025