

**SUBJECT:** Baytown Apartments Off-Site **PI#6076**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** March 11, 2025  
**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 (force main) for Maintenance to serve Baytown Apartments Off-Site, located in Section 28, Township 28, and Range 19, 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 Check in the amount of \$7,684.60 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

**BACKGROUND:**

On December 5, 2022, Permission to Construct Prior to Platting was issued for Baytown Apartments Off-Site, after construction plan review was completed on September 12, 2022. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Baytown Apartments, LLC, and the engineer is Hamilton Engineering & Surveying, LLC.



## VICINITY MAP

NTS



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
Baytown Apartments, 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 Baytown Apartments  
(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:

construction of 136' of sanitary forcemain

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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 68047, dated 1/24/25 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.

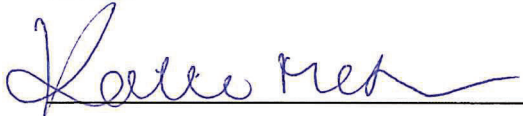
4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, 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.

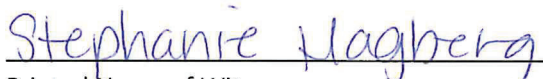
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

  
Witness Signature

  
Printed Name of Witness

  
Witness Signature

  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Owner/Developer:

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

**Andrew Sewnauth**

Printed Name of Signer

**Chief Executive Officer**

Title of Signer

860 Hard Road, Webster, NY 14580

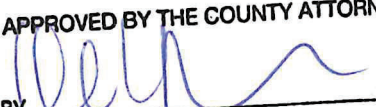
Address of Signer

**585-347-1070**

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY  
  
BY: \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF ~~FLORIDA~~ NEW YORK  
COUNTY OF ~~HILLSBOROUGH~~ MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

24<sup>th</sup> day of January, 2025, by Andrew Sewnauth as  
(day) (month) (year) (name of person acknowledging)  
Officer for Baytown Apartments, 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

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

(Notary Seal)

Rob T. Rubado

(Signature of Notary Public - State of ~~Florida~~ New York)

Robin T. Rubado

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

01RU6342196 May 16, 2028  
(Commission Number) (Expiration Date)

ROBIN T. RUBADO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RU6342198  
Qualified in Monroe County  
Commission Expires May 16, 2028

**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)



APPROVED BY THE COUNTY ATTORNEY  
BY [Signature]  
Approved As To Form And Legal  
Sufficiency.

PLEASE DETACH AND RETAIN FOR YOUR RECORDS



400 TOWN CENTER DRIVE  
DEARBORN, MICHIGAN 48126

09-8679  
0724

No. 68047

Date: January 24, 2025

Pay to the

Order of Hillsborough County BOCC

Amount \$ \*\*\*\*\*7,684.60

Seven Thousand Six Hundred Eighty-Four and 60/100\*\*\*\*\*

DOLLARS

CASHIER'S CHECK

NON-NEGOTIABLE

Baytown  
Memo

Authorized Signature

MEMBER COPY



400 TOWN CENTER DRIVE  
DEARBORN, MICHIGAN 48126

THIS DOCUMENT HAS AN AUTHENTIC WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A HEAT REACTIVE  
THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

09-8679  
0724

No. 68047

VOID 90 DAYS AFTER THIS DATE

Date: January 24, 2025

Pay to the

Order of Hillsborough County BOCC

Amount \$ \*\*\*\*\*7,684.60

Seven Thousand Six Hundred Eighty-Four and 60/100\*\*\*\*\*

DOLLARS

CASHIER'S CHECK

Baytown  
Memo

Authorized Signature

[Signature]



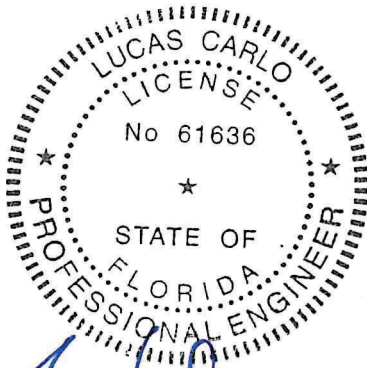
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**Baytown Apartments  
Forcemain Infrastructure  
WARRANTY BOND ESTIMATE**

FORCEMAIN ..... \$76,846.00

**TOTAL: \$ 76,846.00**

**10% WARRANTY BOND AMOUNT: \$ 7,684.60**



Lucas Carlo 1/20/25

**Lucas Carlo, P.E.  
Florida Registered Professional Engineer #61636**

**Hamilton Engineering and Surveying, LLC. LB# 8474**



**Baytown Apartments  
Forcemain Infrastructure**

Quantities

**FORCE MAIN**

10" STEEL CASING	53	LF	\$890.00	\$47,170.00
4" 90 BENDS	2	EA	\$300.00	\$600.00
4X4 TAPPING SLEEVE & VALVE	1	EA	\$7,300.00	\$7,300.00
4" C900 PVC	136	LF	\$116.00	\$15,776.00
4" PLUG VALVE	3	EA	\$2,000.00	\$6,000.00

**TOTAL**                      \$76,846.00

10%        \$                      7,684.60