

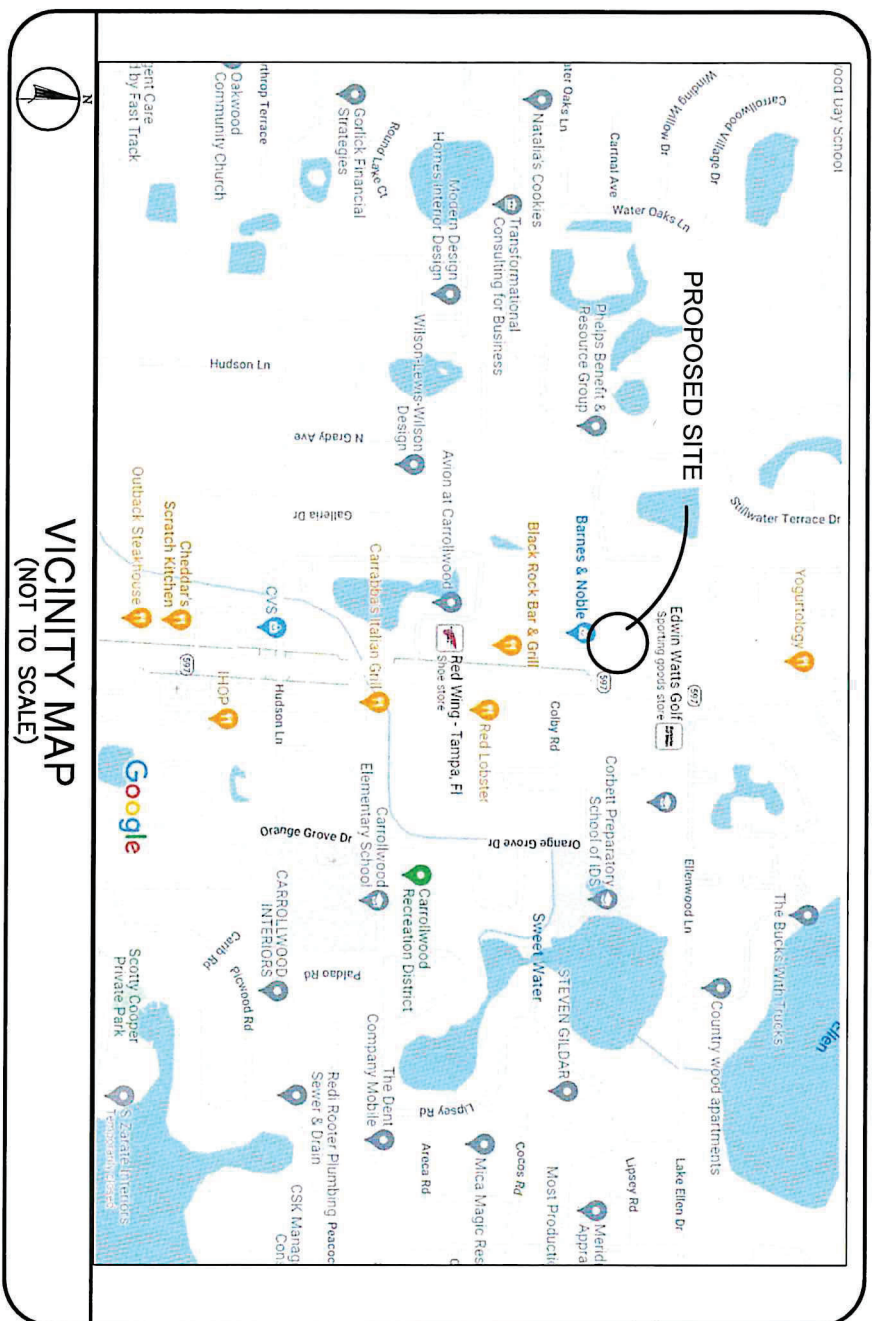
SUBJECT: Carrollwood Self Storage and Retail Off-Site **6598**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 07, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water main and force main) for Maintenance to serve Carrollwood Self Storage and Retail Off-Site, located in Section 9, Township 28, and Range 18, 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 \$9,394.75 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On August 19, 2025, Permission to Construct was issued for Airport Logistics West Linebaugh Off-Site, after construction plan review was completed on July 29, 2025. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Lyvwell Carrollwood SS JV1, LLC and the engineer is Commercial Site Solutions, Inc.



VICINITY MAP
(NOT TO SCALE)



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between LYVWELL CARROLLWOOD SS JV 1, 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 CARROLLWOOD SELF STORAGE AND RETAIL (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:

10" DIP and 12" DIP water main to an existing 10" water main with associated connections and fittings, (1) 2" potable water connection and (1) 2" irrigation connection.

4" DIP sanitary force main connection and (2) 4" gate valves to existing 4" force main. All improvements within the within the western N. Dale Mabry Hwy. right-of-way.

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 1001135710, dated 3/3/2026 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

Shane Gorry

Printed Name of Witness



Witness Signature

Joshua Owen

Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____

Deputy Clerk

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

Owner/Developer:


By _____

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

Michael Bednarski

Printed Name of Signer

Authorized Signer

Title of Signer

1810 W Kennedy Blvd Tampa FL 33606

Address of Signer

813-406-4966

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

Chair

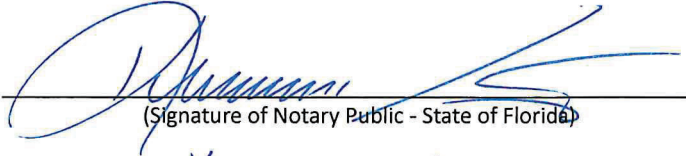
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

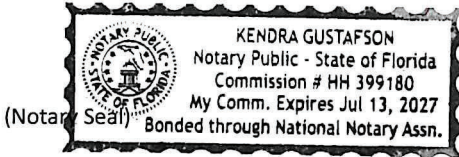
3rd day of MARCH, 2026, by MICHAEL BEDNARSKI as
(day) (month) (year) (name of person acknowledging)
AUTHORIZED SIGNER for LYNWELL CARROLLWOOD SS JV I LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification


(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



HH399180
(Commission Number)

7.13.2027
(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)

WARRANTY BOND ESTIMATE: Offsite Utility Improvements

Carrollwood Self Storage and Retail / PID 6598

LOCATION: 11810 North Dale Mabry Hwy., Tampa, FL 33618

2/16/2025

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
Water Main					
	2" HDPE	5.00	LF	\$5.00 S/LF	\$25.00
	4" DIP	4.00	LF	\$42.00 S/LF	\$168.00
	10" DIP	35.00	LF	\$50.00 S/LF	\$1,750.00
	12" DIP	185.00	LF	\$155.00 S/LF	\$28,675.00
	2" Gate Valve	2.00	EA	\$615.00 S/LF	\$1,230.00
	4" Gate Valve	1.00	EA	\$978.00 S/EA	\$978.00
	12" Gate Valve	2.00	EA	\$2,000.00 S/EA	\$4,000.00
	10"x12" Reducer	2.00	EA	\$250.00 S/EA	\$500.00
	4" Bend - 90 degree	1.00	EA	\$85.00 S/EA	\$85.00
	12" Bend - 45 degree	4.00	EA	\$390.00 S/EA	\$1,560.00
	12" Bend - 90 degree	1.00	EA	\$470.00 S/EA	\$470.00
	12"x4" Tee	1.00	EA	\$445.00 S/EA	\$445.00
	4"x4" Tee	1.00	EA	\$110.00 S/EA	\$110.00
	Fire Hydrant Assembly	1.00	EA	\$7,205.00 S/EA	\$7,205.00
Force Main					
	4" DIP (Including Fittings)	225	LF	\$172.50 S/EA	\$38,812.50
	Steel Casing	1	EA	\$7,170.00 S/EA	\$7,170.00
	4"x4"x4" Tee	2	EA	\$382.00 S/EA	\$764.00

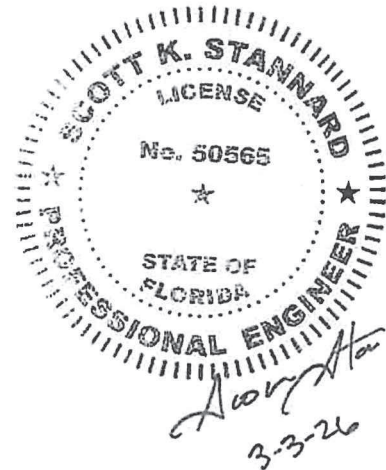
SUBTOTAL \$93,947.50

TOTAL \$93,947.50

WARRANTY BOND (10% of Total) \$9,394.75

Estimate Prepared By:
Company Name:
Plans Dated:

Scott K. Stannard
GMC, LLC
2/25/25



APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

C A R B O U T

M 6983073-C

D E L U X E

SYNOVUS
Synovus Bank, Member FDIC

OFFICIAL CHECK

Before Synovus will replace or reimburse any party for the amount of an Official Check, Synovus may require such additional information, documentation (including a surety bond), and time as is reasonably required by Synovus to evaluate the claim.

1001135710

64-60
611

DATE March 03, 2026

PAY NINE THOUSAND THREE HUNDRED NINETY FOUR DOLLARS AND SEVENTY FIVE CENTS

TO THE ORDER OF

\$ 9,394.75

REMITTER
FOR
UTILITY FEE

[Handwritten Signature]

AUTHORIZED SIGNATURE

PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

RP

3013574511

1001135710 061006061

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