

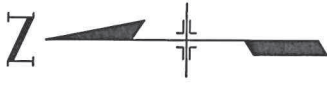
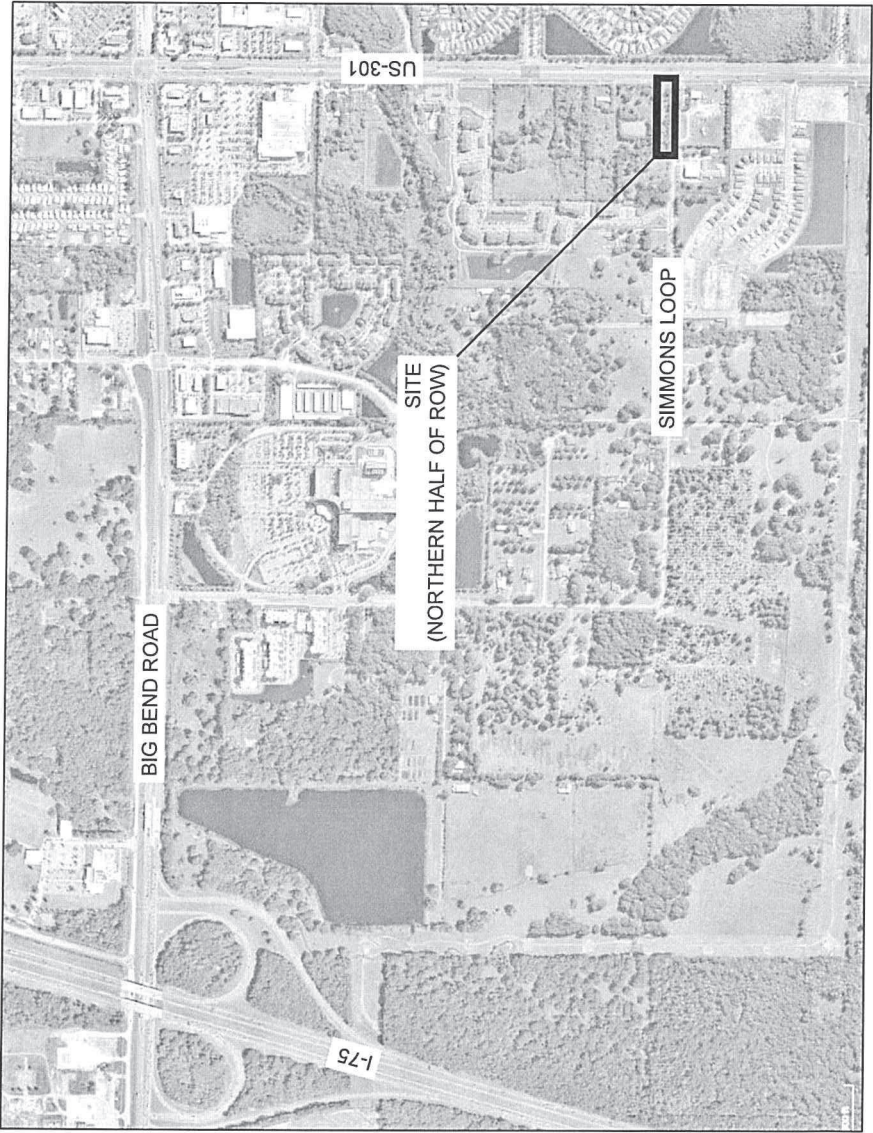
SUBJECT: Simmons Loop Mini Warehouse aka Riverview Storage Off-Site
PI#6283
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 9, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, drainage, sidewalks water and wastewater) for Maintenance to serve Simmons Loop Mini Warehouse Off-Site, located in Section 18, Township 31, 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 Bond in the amount of \$32,222.70 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On November 17, 2023, Permission to Construct was issued for Simmons Loop Mini Warehouse Off-Site, after construction plan review was completed on October 17, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is PS Florida One, LLC and the engineer is Kimley Horn.



VICINITY MAP

N.T.S.

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

This Agreement made and entered into this ____ day of _____, 20____, by and between
PS Florida One, LLC a Delaware Limited Liability Company, 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 Simmons Loop Mini Warehouse aka Riverview Storage Optix # 6283 (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:

Offsite Roadway along Simmons Loop to include Curb, Gutter, and Sidewalk Improvements. This also includes
offsite stormwater and Utility infrastructure.

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 10/29/2025 with PS FLorida One, A Delaware Limited Liability Company as Principal, and Travelers Casualty and Surety Company as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ 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 *Irene Pimentel*



Printed Name of Witness



Witness Signature



Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:

By 

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

Sharon Linder

Printed Name of Signer

Vice President and Associate General Counsel

Title of Signer

701 Western Ave., Glendale, CA 91201

Address of Signer

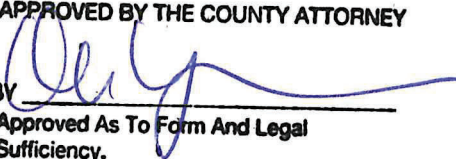
818-244-8080

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.

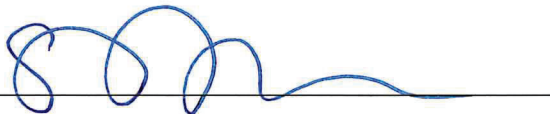
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

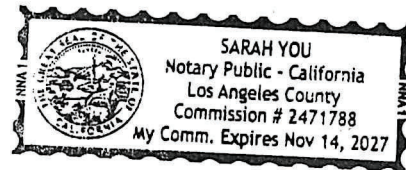
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } S.S.

On November 4, 2025 before me, Sarah You, a Notary Public in and for said County and State, personally appeared, Sharon Linder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



(Notary Seal)

Representative 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 _____ as
(day) (month) (year) (name of person acknowledging)

_____ for _____
(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

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

(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 _____
(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)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we PS Florida One, LLC a Delaware Limited liability Company

called the Principal, and "Bond Company "

Travelers Casualty and Surety Company of America

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of

Thirty two thousand, two hundred twenty-two dollars and 70/100 (\$ 32,222.70) 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

**Simmons Loop Mini Warehouse aka
Riverview Storage Optix #6283**

WHEREAS, in connection with the development of the project known as Simmons Loop Mini Warehouse aka Riverview Storage Optix #6283, 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: Offside roadway, curb, sidewalk, storm water, and utility infrastructure (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.

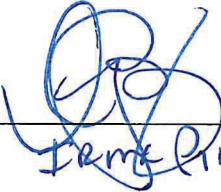
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- 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 January 9, 2028

SIGNED, SEALED AND DATED this 29th day of October, 2025.

ATTEST:



Irma Pimentel

By  Vice Pres.
Principal Seal

Travelers Causality and Surety Company of America
Surety Seal

~~ATTEST~~
Witness:

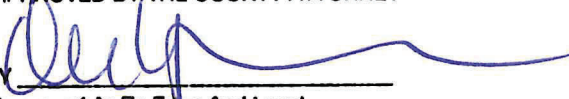


Michelle Lute-Heatherly

By 

Attorney-In-Fact Seal
Bonnie L. Rice

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal
Sufficiency.

SURETY ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Knox

On this 29th day of October in year 2025 Before me personally come(s)
Bonnie L. Rice to me known, who, being by me duly sworn, deposes and says
that same resides in Knoxville, Tennessee that same is the Attorney-in-Fact
of the Travelers Casualty and Surety Company of America the
corporation described in and which executed the foregoing instrument; that same knows the seal of the said
corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the
order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

(Signature of Notary taking acknowledgment)

Loretta M. Jones
Loretta M. Jones

My Commission Expires July 1, 2028



CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this 29th day of October In the year 2025 before me personally come(s)
_____ to me known, who, being by me duly sworn,
deposes and says that same resides in _____ that same is the
_____ of the PS Florida One, LLC, a Florida limited liability company
the corporation described in and which executed the foregoing instrument; that same knows the seal of the
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by
the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

(Signature of Notary taking acknowledgment)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____
County of _____

On this 29th day of October in the year 2025 before me personally come(s)
_____ to me known, who, being by me duly sworn,
deposes and says that same resides in _____ that same is the
_____ of the PS Florida One, LLC, a Florida limited liability company
the Limited Liability Company described in and which executed the foregoing instrument; that same knows
the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under
the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the
forgoing instrument and so bind the Limited Liability Company.

(Signature of Notary taking acknowledgment)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

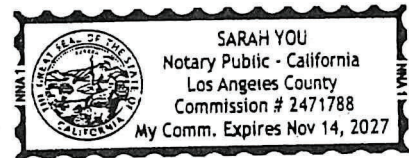
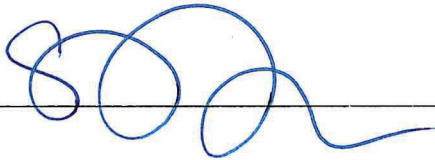
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } S.S.

On November 4, 2025 before me, Sarah You, a Notary Public in and for said County and State, personally appeared, Sharon Linder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



(Notary Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bonnie L. Rice of Knoxville, Tennessee, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 29th day of October, 2025.





 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Prepared By:

Kimley»Horn

FOR INFORMATIONAL PURPOSES ONLY				
SIMMONS LOOP ESTIMATED RIGHT-OF-WAY CONSTRUCTION IMPACT COSTS				
DESCRIPTION	TOTAL QUANTITY	UNIT	WEIGHTED AVG. PRICE	TOTAL AMOUNT
WATERMAIN				
16" Steel Casing Pipe & Spacers	56	LF	\$ 159.26	\$ 8,919
6" DIP	80	LF	\$ 135.85	\$ 10,868
6" 45 Bend	4	EA	\$ 430.00	\$ 1,720
6" Gate Valve	3	EA	\$ 2,437.58	\$ 7,313
6"x2" Tee	1	EA	\$ 500.00	\$ 500
2" Gate Valve	3	EA	\$ 1,260.00	\$ 3,780
2"x2" Tee	1	EA	\$ 350.00	\$ 350
2" PE	6	LF	\$ 26.97	\$ 162
				\$ -
				\$ -
WATERMAIN SUBTOTAL				\$ 33,611
SANITARY SEWER				
4" Tee	1	EA	\$ 400.00	\$ 400
4" Plug Valve	2	EA	\$ 2,145.00	\$ 4,290
4" C900 PVC	18	LF	\$ 65.15	\$ 1,173
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SANITARY SEWER SUBTOTAL				\$ 5,863
STORM SYSTEM				
24"x38" ERCP	566	LF	\$ 294.26	\$ 166,551
Storm Manhole	4	EA	\$ 6,640.67	\$ 26,600
Curb Inlet	2	EA	\$ 3,892.00	\$ 7,800
MES	1	EA	\$ 3,770.00	\$ 3,800
				\$ -
STORM SYSTEM SUBTOTAL				\$ 204,751
ROADWAY/PAVEMENT				
Offsite Asphalt Pavement	1260	SY	\$ 23.86	\$ 30,064
Offsite Sidewalk	2295	SF	\$ 10.01	\$ 22,973
Offsite Type F Curb	504	LF	\$ 40.30	\$ 20,311
Offsite Valley Curb	120	LF	\$ 39.20	\$ 4,704
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
ROADWAY/PAVEMENT SUBTOTAL				\$ 78,052
TOTAL				\$ 322,277
<p>Documents:</p> <p>The assumptions below were developed using As-Build documents for Simmons Loop</p> <p>1.) This Estimated Opinion of Probable Cost (EOPC) was completed based on the proposed improvements within Hillsborough County ROW adjacent to the site.</p> <p>This opinion of probable cost was prepared using some interpretation and approximation to further define the proposed improvements. Therefore, there may be instances where the proposed estimates will deviate from the planning documents in order to efficiently define the intended scope of work.</p> <div style="text-align: center;"> <p>Dustin M. Ballard, P.E.</p> <p>State of Florida, Professional Engineer, License No. 93276</p> </div> <div style="text-align: right;"> <p><small>Digitally signed by Dustin M Ballard DN: cn=Dustin M Ballard, o=Qualcomm, ou=1020000001944L027-NCB00000010, c=United States of America Date: 2025.10.24 16:21:38-0400</small></p>  </div> <p>This item has been digitally signed and sealed by Dustin M. Ballard on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.</p> <p><i>Kimley-Horn does not control the cost of labor, materials, equipment of services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgement as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator.</i></p>				