

**SUBJECT:** Home Towne Studios West Sitka Street Off-Site **PI# 5925**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 10, 2024  
**CONTACT:** Lee Ann Kennedy

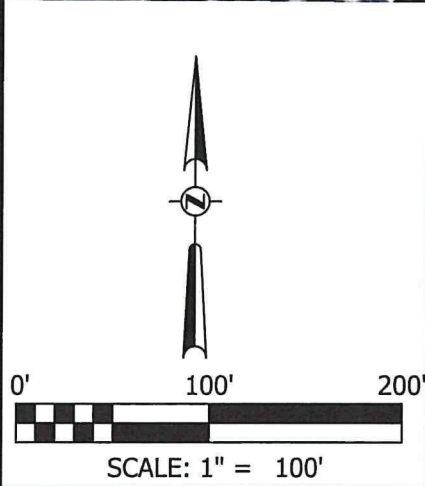
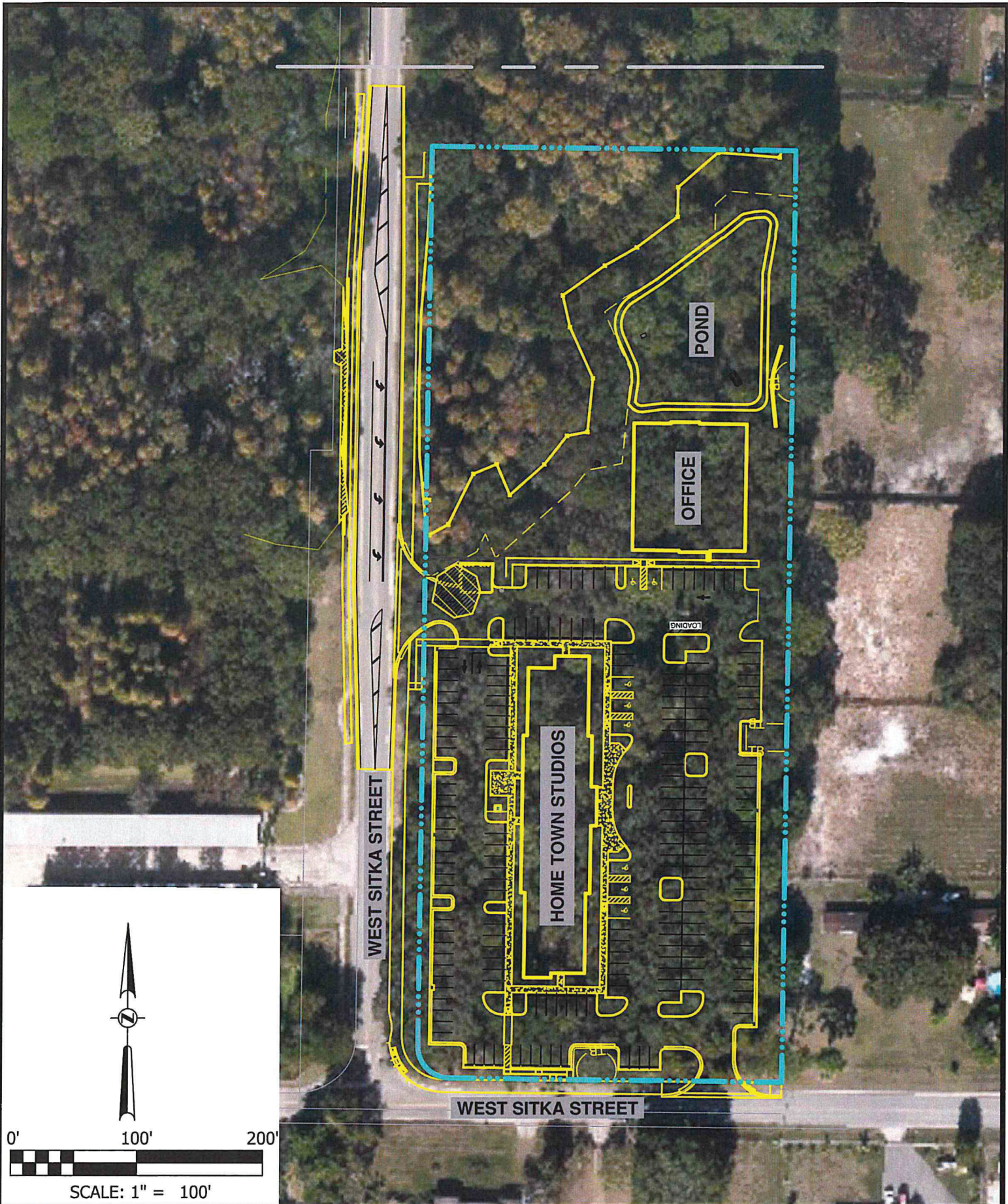
---

**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway and wastewater) for Maintenance to serve Home Towne Studios West Sitka Street Off-Site, located in Section 30, 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 \$43,575.79 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On June 27, 2023, Permission to Construct was issued for Home Towne Studios West Sitka Street Off-Site, after construction plan review was completed on June 15, 2023. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Check, which the County Attorney's Office has reviewed and approved. The developer is Waters Investment One, LLC and the engineer is Avid Group.



CIVIL ENGINEERING 2300 CURLEW ROAD STE 201  
 LAND PLANNING PALM HARBOR, FLORIDA  
 TRAFFIC/TRANSPORTATION 34683  
 SURVEYING  
 GIS PHONE (727) 789-9500  
 FAX (727) 784-6662  
 AVIDGROUP.COM

**SITE PLAN**  
**Home Towne Studios @ Sitka St West**  
**HILLSBOROUGH COUNTY, FLORIDA**

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Waters Investment One, 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 Home Towne Studios @ Silka Street (PI#5925) (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:

Wastewater and Roadway improvements in accordance with the approved plans.

---

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 530 339 8118, dated 7/2/2024 be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
    - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
    - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
  - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
- 7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

Owner/Developer:

*[Signature]*  
Witness Signature

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

KAMLESH C DMRJI  
Printed Name of Witness

VIJAY PATEL  
Printed Name of Signer

*[Signature]*  
Witness Signature

MR  
Title of Signer

Steven DiSarro  
Printed Name of Witness

6903 Congress St. New Port Richey Fl 34653  
Address of Signer

727 846 9500  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

**APPROVED BY THE COUNTY ATTORNEY**

BY *[Signature]*  
Approved As To Form And Legal Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
1 day of July, 2024, by Vijay Patel as  
(day) (month) (year) (name of person acknowledging)  
Mgr for Waters Investment One LLC  
(type of authority, i.e. g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

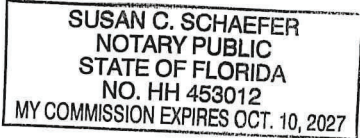
Susan C Schaefer  
(Signature of Notary Public - State of Florida)

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

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

(Notary Seal)

HH453012 10/10/2027  
(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)



# Contractor Affidavit

I/We as contractor for the construction of the improvement facilities Home Towne Studios @ Sitka Street (PI#5925) for Waters Investment One, LLC, having been first duly sworn, depose and say: That all the material used in the construction of the facilities meet the requirements of the Hillsborough County Water and Wastewater Technical Manual Specifications, the Highway and Bridge Technical Manual, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

By: Vijay Patel  
Signature

Print name and title VIJAY PATEL  
MAN

Company: WATERS INVESTMENT ONE LLC

Address: 6903 Congress St. New Port Richey  
FL 34653

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of July, 2024, by Vijay Patel.  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

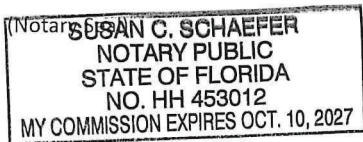
\_\_\_\_\_  
Type of Identification Produced

Susan C Schaefer  
(Signature of Notary Public - State of Florida)

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

HH 453012  
(Commission Number)

10/10/2027  
(Expiration Date)





2300 CURLEW ROAD, Suite 201  
PALM HARBOR, FLORIDA 34683  
PHONE (727) 789-9500  
FAX (727) 784-6662

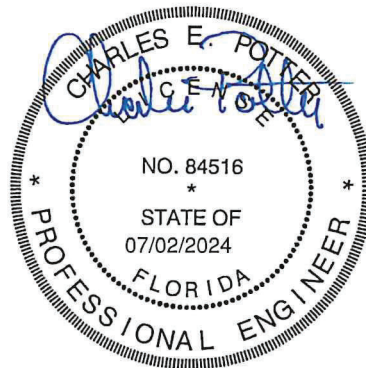
[AUTH#6139 LB7345]  
[WWW.AVIDGROUP.COM](http://WWW.AVIDGROUP.COM)

July 1, 2024

*SUMMARY FOR BOND PURCHASE – Owner / Developer’s Agreement for Warranty  
Home Towne Studios @ Sitka Street West  
PI # 5925  
FOLIO # 27394.0100 & 27384.0100*

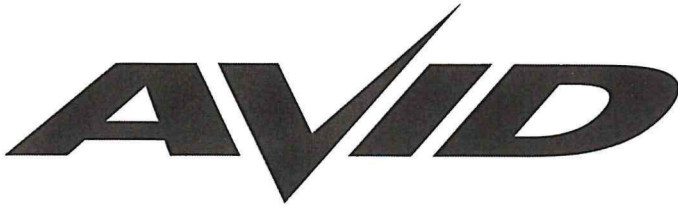
Offsite Wastewater	\$58,602.00
Offsite Roadway Improvements	\$377,155.90
<u>Total Amount</u>	<u>\$435,757.90</u>
Bond Amount (10% of Total)	<b>\$43,575.79</b>

\_\_\_\_\_  
Charles E. Potter, P.E. #84516



This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.





**AVID Group**

2300 Curlew Road, Suite 201

Palm Harbor, FL 34683

<http://www.avidgroup.com>

Ph (727) 789-9500 / Fax (727) 784-6662

## Home Towne Studios @ Sitka Street West

Hillsborough County, Florida

PI # 5925

Engineer's Opinion of Probable Construction Costs

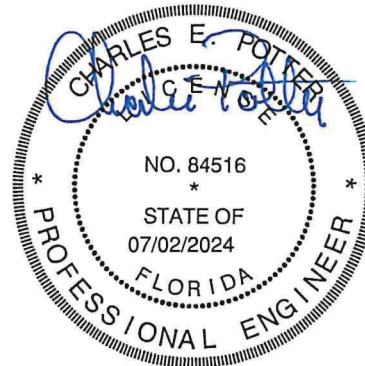
July 1, 2024

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>WASTEWATER</b>				
4" Plug Valve and Box	3	EA	\$ 1,765.00	\$ 5,295.00
4" PVC-C900	349	LF	\$ 65.40	\$ 22,824.60
6" PVC-C900	64	LF	\$ 132.30	\$ 8,467.20
6"x4" Reducer (MJ)	2	EA	\$ 845.35	\$ 1,690.70
12" Steel Casing	68	LF	\$ 215.50	\$ 14,654.00
4" 45 Degree Bend (MJ)	5	EA	\$ 558.10	\$ 2,790.50
6" 45 Degree Bend (MJ)	4	EA	\$ 720.00	\$ 2,880.00
<b>TOTAL:</b>				<b>\$ 58,602.00</b>

**NOTE:**

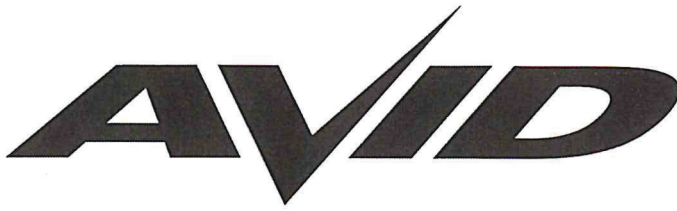
Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.

MJ=Mechanical Joint



Charles E. Potter, P.E.  
License No. 84516

This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



**AVID Group**

2300 Curlew Road, Suite 201

Palm Harbor, FL 34683

<http://www.avidgroup.com>

Ph (727) 789-9500 / Fax (727) 784-6662

## Home Towne Studios @ Sitka Street West

Hillsborough County, Florida

PI # 5925

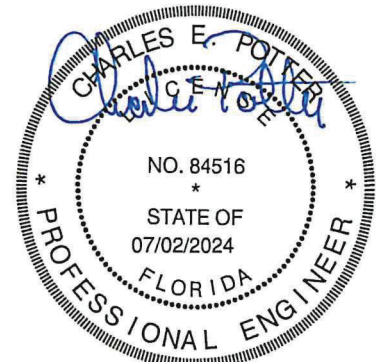
### Engineer's Opinion of Probable Construction Costs

July 1, 2024

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b><u>ROADWAY</u></b>				
FDOT Valley Gutter	125	LF	\$ 30.00	\$ 3,750.00
FDOT Type "E" Curb	1,632	LF	\$ 18.00	\$ 29,376.00
12" Stabilized Subgrade	750	SY	\$ 8.00	\$ 6,000.00
Base Material Crushed Concrete - LBR-100 (6" depth)	600	SY	\$ 10.00	\$ 6,000.00
1" Asphalt FC 9.5	493	SY	\$ 26.00	\$ 12,818.00
3" Asphalt Type SP 12.5	493	SY	\$ 30.00	\$ 14,790.00
2" Asphalt Type FC 9.5 (Overlay)	1,347	SY	\$ 36.00	\$ 48,492.00
6" Thick Concrete Sidewalk	11,944	SF	\$ 6.00	\$ 71,664.00
Replace Inlet Top with FDOT Gutter Inlet Type V	1	EA	\$ 4,069.00	\$ 4,069.00
Concrete Retaining Wall	520	LF	\$ 200.00	\$ 104,000.00
24"x38" ERCP Storm Pipe	16	LF	\$ 250.00	\$ 4,000.00
Handrail Per FDOT Index 515-080	315	LF	\$ 125.00	\$ 39,375.00
ADA Detectable Warning Mats	5	EA	\$ 1,350.00	\$ 6,750.00
Sod (Bahia)	20,634	SF	\$ 0.35	\$ 7,221.90
Striping and Signage	1	LS	\$ 18,850.00	\$ 18,850.00
<b>TOTAL:</b>				<b>\$ 377,155.90</b>

#### NOTE:

Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.



This item has been electronically signed and sealed by Charles Potter, P.E. on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Charles E. Potter, P.E.

License No. 84516

HOLD TO LIGHT TO VIEW TRUE WATER MARK IN PAPER HEAT SENSITIVE INK LOCK DISAPPEARS WHEN HEATED

68-236/514

TRUIST 

Official Check

5303398118

Purchaser WATERS INVESTMENT ONE LLC

Date July 02, 2024

Cost Center 8561108

Pay FORTY THREE THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS and 79 CENTS

\$43575.79

To the Order of BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY

Truist Bank is an Authorized Agent

Truist Bank

Memo

*Michael B. Hooper*

Payable at Truist Bank

Authorized Signature

⑈ 5303398118 ⑈

⑆051402369⑆

1340007622197⑈

APPROVED BY THE COUNTY ATTORNEY

BY

*[Signature]*  
Approved As To Form And Legal Sufficiency.