

SUBJECT: Starbucks Lutz Off-Site **PI#6817**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 10, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway improvements, sidewalks and watermain) for Maintenance to serve Starbucks Lutz Off-Site, located in Section 25, Township 27, 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 \$14,953.00 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

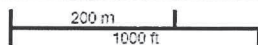
On December 31, 2024, Permission to Construct was issued for Starbucks Lutz Off-Site, after construction plan review was completed on December 10, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Hill/Gray Seven, LLC and the engineer is ZDevelopment Services.

VICINITY MAP

NTS



Scale = 1 : 6771



Long/Lat Decimal Degrees (x y):
-82.45893 28.09617

Lat/Long Degrees Minutes Seconds (y.x):
28° 05' 46.2" N 82° 27' 32.2" W

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Hill / Gray Seven 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 Starbucks Lutz - PID 6817 (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:

Widening of Chapman Road, Relocation of Sidewalk, Adding Curbing, Asphalt Milling & Overlay and relocation of the existing water main.

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 6659802897, dated 4/21/2025 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:

Margaret O Ramsey
Witness Signature

Margaret O Ramsey
Printed Name of Witness

[Signature]
Witness Signature

Cameron Gray Hill
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:

By [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Andrew Hill
Printed Name of Signer

MGR
Title of Signer

415 S Orlando Avenue, Ste. 221, Winter Park, FL 32789
Address of Signer

407-365-5775 x1
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency. 03/2025

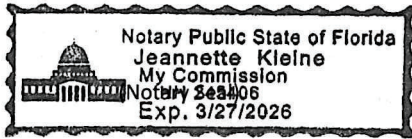
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
26th day of April, 2025, by Andrew Hill as
(day) (month) (year) (name of person acknowledging)
Manager for Hill / Gray Seven 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



Jeannette Kleine
(Signature of Notary Public - State of Florida)

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

144245406 3/27/2026
(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

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)

IMPORTANT - Please Read

Outstanding cashier's checks are subject to state or territorial unclaimed property laws.

If the cashier's check is lost, stolen, or destroyed, you may request a stop payment and reissuance. A stop payment and reissuance can only be completed within a branch location. As a condition of stop payment and reissuance, Wells Fargo Bank will require an indemnity agreement. In addition, for cashier's checks over \$1,000.00, the waiting period before the stop payment and reissuance of an outstanding cashier's check may be processed is 90 days (30 days in the state of Wisconsin and 91 days in the state of New York). The waiting period can be avoided with the purchase of an acceptable surety bond. This can be purchased through Wells Fargo's approved insurance carrier or through an insurance carrier of the customer's choice. The cost of a surety bond varies depending on the amount of the bond and the insurer used. Surety bonds are subject to the insurance carrier's underwriting requirements before issuance. If the surety bond is not provided, the waiting period applies.

Purchaser Copy - Page 2 of 2

0066598 Office AU #	11-24 1210(8)	CASHIER'S CHECK	SERIAL #: 6659802897
Remitter: MARGARET RAMSEY			ACCOUNT#: 4861-513265
Purchaser: MARGARET RAMSEY			
Purchaser Account: xxxxxx0113			
Operator I.D.: u172826 u527604			
Funding Source: Paper Item(s)			
PAY TO THE ORDER OF ***HILLSBOROUGH COUNTY BOCC***			April 21, 2025

****Fourteen Thousand Nine Hundred Fifty-Three and 00/100 -US Dollars ****

****\$14,953.00****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
950 N ORLANDO AVE
WINTER PARK, FL 32789
FOR AUTOMATED CHECK VERIFICATION
CALL: (480) 394-3122

VOID IF OVER US \$ 14,953.00

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

FB004 (10/19) M4203 40138438

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0066598 Office AU #	11-24 1210(8)	CASHIER'S CHECK	6659802897
Remitter: MARGARET RAMSEY			
Operator I.D.: u172826 u527604			
PAY TO THE ORDER OF ***HILLSBOROUGH COUNTY BOCC***			April 21, 2025

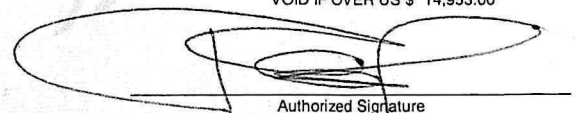
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****\$14,953.00****

Payee Address:
Memo:

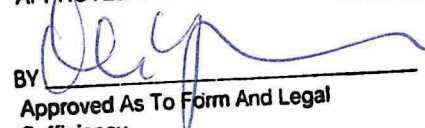
WELLS FARGO BANK, N.A.
950 N ORLANDO AVE
WINTER PARK, FL 32789
FOR AUTOMATED CHECK VERIFICATION
CALL: (480) 394-3122

VOID IF OVER US \$ 14,953.00


Authorized Signature

APPROVED BY THE COUNTY ATTORNEY

⑈6659802897⑈ ⑆121000248⑆4861 513265⑈

BY 
Approved As To Form And Legal
Sufficiency.



WWW.ELFRINKCUSTOM.COM

ELFRINK CUSTOM CONSTRUCTION, INC.
Post Office Box 621756, Oviedo, Florida 32762-1756
(407) 365-8538

April 17, 2025

RE: Starbucks Lutz PID6817
16514 N. Nebraska Ave.
Lutz, FL 33549

Water Line Relocation at Chapman Road

• 12" 45-degree bend – 4 ea. @ \$322.40	\$1,289.60
• 12" DIP – 358' @ \$67.95	\$24,326.10
• 12" x 4" Tee – 1ea. @ \$378.00	\$378.00
• 12" Gate Valve – 2 ea. @ \$3,202.00	\$6,404.00
• 4" DIP – 15 lf @ \$37.50	\$562.50
• 4" Gate Valve – 1 ls @ \$875.00	\$875.00
• 1" HDPE – 10 lf @ \$4.88	\$48.80
• 1" Corp. Stop – 1 ea. @ \$178.00	\$178.00
• 12" Stop Valve – 1 ea. @ \$22,250.00	<u>\$22,250.00</u>
Total	\$56,312.00

To the best of my knowledge - the above breakdown outlines the cost of the Water Line Relocation at Chapman Road.

Sincerely,

Christopher Wilson
Project Manager

State Certified Building Contractor
CBC-033246



WWW.ELFRINKCUSTOM.COM

ELFRINK CUSTOM CONSTRUCTION, INC.
Post Office Box 621756, Oviedo, Florida 32762-1756
(407) 365-8538

April 17, 2025

RE: Starbucks Lutz PID6817
16514 N. Nebraska Ave.
Lutz, FL 33549

Chapman Road Improvements

• Maintenance of Traffic - 1ls @ \$4,500.00	\$4,500.00
• Demolition and Grading - 1ls @ \$6,600.00	\$6,600.00
• Subbase, Limerock and Asphalt - 854sy @ \$42.00sy	\$35,868.00
• Curbing - 750' @ \$26.00	\$19,500.00
• Sidewalks - 1,875sf @ \$10.00	\$18,750.00
• Striping and Signs - 1ls @ \$6,500.00	\$6,500.00
• Sod - 3000sf @ \$0.50	<u>\$1,500.00</u>
Total	\$93,218.00

To the best of my knowledge - the above breakdown outlines the cost of the Chapman Road Improvements.

Sincerely,


Christopher Wilson
Project Manager

State Certified Building Contractor
CBC-033246



April 17, 2025

Hillsborough County Development Services
601 E. Kennedy Blvd. 19th Floor
Tampa, FL 33602

Re: Starbucks Lutz – PID 6817

To Whom It May Concern:

We have received and approved the Water Line Relocation Costs in the amount of \$56,312.00 provided by Elfrink Custom Construction Inc. for the above-mentioned project.

We have determined that the site improvements were constructed in substantial conformance with the design plans and intent and the costs reflect the improvements.

Sincerely,



Sarah Culotta
c=US, o=Z
DEVELOPMENT
SERVICES,
dnQualifier=A01410
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3000A2BC3,
cn=Sarah Culotta
2025.04.18 12:10:49
-04'00'

Sarah Culotta, PE

1201 E. Robinson St.
Orlando, Florida 32801

Phone: (407) 271-8910

Providing **civil engineering** services with an emphasis on **client satisfaction**
www.zdevelopmentservices.com



April 17, 2025

Hillsborough County Development Services
601 E. Kennedy Blvd. 19th Floor
Tampa, FL 33602

Re: Starbucks Lutz – PID 6817

To Whom It May Concern:

We have received and approved the Chapman Road Improvement Costs in the amount of \$93,218.00 provided by Elfrink Custom Construction Inc. for the above-mentioned project.

We have determined that the site improvements were constructed in substantial conformance with the design plans and intent and the costs reflect the improvements.

Sincerely,



Sarah Culotta
c=US, o=Z
DEVELOPMENT
SERVICES,
dnQualifier=A01410
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3000A2BC3,
cn=Sarah Culotta
2025.04.18 12:10:03
-04'00'

Sarah Culotta, PE

1201 E. Robinson St.
Orlando, Florida 32801

Phone: (407) 271-8910

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HILL GRAY SEVEN

INVESTMENT & DEVELOPMENT

April 23, 2025

Hillsborough County BOCC

Attn: Lee Ann Kennedy

601 E Kennedy Blvd

19th Floor

Tampa, FL 33602

RE: Cashier's Check PID 6817

Dear Ms. Kennedy:

The Cashier's Check #6659802897 sent for this project bond was purchased by me "Margaret O Ramsey" with funds reimbursed to me by Hill/Gray Seven on 4/21/2025. This was necessary since an owner of the company was not available to go to the bank in person to purchase one as a signer on the business account. I relinquished any rights to these funds at the time of reimbursement. The reimbursement should go to Hill/Gray Seven LLC when the bond expires. Please contact me if you have any questions.


Margaret O Ramsey

4/23/2025
Date:

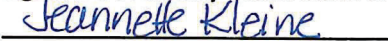
State of Florida

County of Orange

The foregoing instrument was acknowledged before me by physical presence on the 23rd day of April 2025 by Margaret O Ramsey as office manager of Hill/Gray Seven, LLC. She is personally known to me.



Signature of Notary Public-State of Florida



Print Name

HH 245406 3/27/2026

Commission Number/Expiration Date

