

**SUBJECT:** Kazbour Properties Off-Site **PI# 5842**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** September 10, 2024  
**CONTACT:** Lee Ann Kennedy

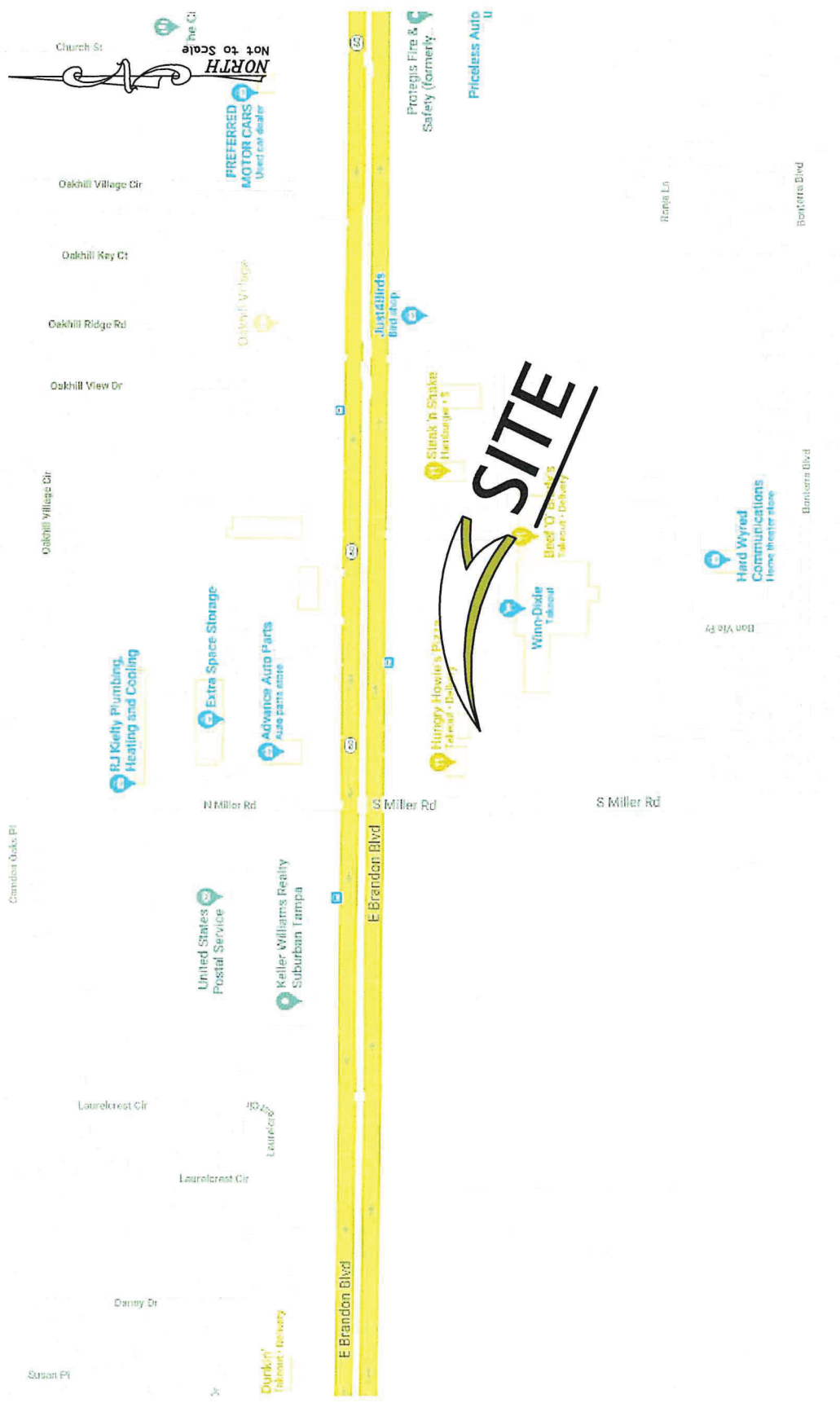
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**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (forcemain) for Maintenance to serve Kazbour Properties Off-Site, located in Section 30, Township 29, 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 Check in the amount of \$1,660.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On December 21, 2022, Permission to Construct was issued for Kazbour Properties Off-Site, after construction plan review was completed on July 8, 2022. 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 Kazbour Properties Inc., and the engineer is Brad Design & Engineering, Inc.



# 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 Kazbour Properties, Inc., 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 Kazbour Properties (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:

An offsite 310 lf 4" PVC Force Main Extension and the associated valves and fittings.

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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 12001560, dated 08/15/24 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.

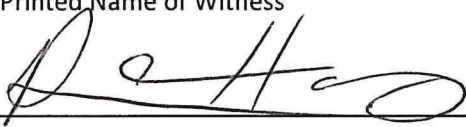
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

  
\_\_\_\_\_  
Witness Signature

*Perla Anila*  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

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

Owner/Developer:

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

**Talal Kazbour**  
\_\_\_\_\_  
Printed Name of Signer

**President**  
\_\_\_\_\_  
Title of Signer

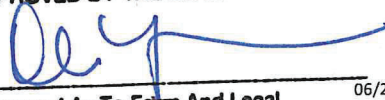
1326 E. Lumsden Road, Brandon, FL 33511  
\_\_\_\_\_  
Address of Signer

**813-625-3462**  
\_\_\_\_\_  
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.

06/2021

**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  
20 day of August, 2024, by Talal Kazbour  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

Christy L. Cruz  
(Print, Type, or Stamp Commissioned Name of Notary Public)

#HH 070394  
(Commission Number)

12/09/24  
(Expiration Date)



THIS DOCUMENT HAS A WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT BORDER AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



67-98/532

12001560

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

DATE 08/15/2024

\$1,660.00

1,660.00 DOLLARS

CASHIER'S CHECK

NOTICE TO THE CUSTOMER: AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS, FRAUD, OR STOLEN, REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.



*[Signature]*

AUTHORIZED SIGNATURE

REMITTER: KAZBOUR PROPERTIES INC

⑆ 12001560⑆ ⑆ 0831⑆ 14030⑆ 2200830098⑆

APPROVED BY THE COUNTY ATTORNEY

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

# Kazbour Properties

## Offsite Force Main

### Cost Estimate

Date: December 20, 2023

Page 1 of 1

Item	Quantity	Unit	Unit Cost	Total Cost
4" PVC	310	lf	\$50.00	\$15,500.00
4" Tee	1	Each	\$500.00	\$500.00
8x4 Tee	1	Each	\$600.00	\$600.00
<b>Total</b>				<b><u>\$16,600.00</u></b>
<b>10% Warranty Required</b>				<b><u>\$1,660.00</u></b>



5/16/24

Brett R. Hedstrom, P.E.





**Brad Design & Engineering, Inc.**  
708 Lithia Pinecrest Road, Suite 101  
Brandon, FL 33511  
Phone: (813)689-7002 Fax: (813)684-1691  
Email: brett@hedstromeng.com

Vince Bradley, P.E.  
President

**December 21, 2023**

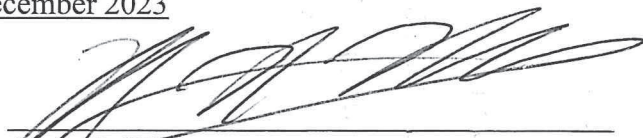
**Hillsborough County  
Development Services  
601 E. Kennedy Blvd.  
Tampa, FL 33601**

**RE: Kazbour Properties  
Engineer of Record Certification  
Folio: 086331.0100; PID: 5842**

**ENGINEER OF RECORD CERTIFICATION  
OF CONSTRUCTION COMPLETION**

I, Brett R. Hedstrom, P.E., hereby certify that I am associated the firm of Brad Design & Engineering, Inc. which has been retained by Kazbour Properties, Inc. I certify that construction of the offsite Potable Water and Wastewater Systems for the Kazbour Properties project have been completed in substantial compliance with the Hillsborough County Land Development code, Stormwater Management Technical Manual, Transportation Technical Manual for Subdivision and Site Development Projects, Water, Wastewater and Reclaimed Water Technical Manual, the FDOT Standard Specifications for Road and Bridge Construction, The FDOT Design Standards, and the approved plans and specifications. I certify that these Record "As Built" Drawing plans have recorded any substantial design deviations due to field conflicts.

Signed and sealed this 21<sup>st</sup> day of December 2023

  
\_\_\_\_\_  
Brett R. Hedstrom

Florida Professional Engineer, No. 53662