

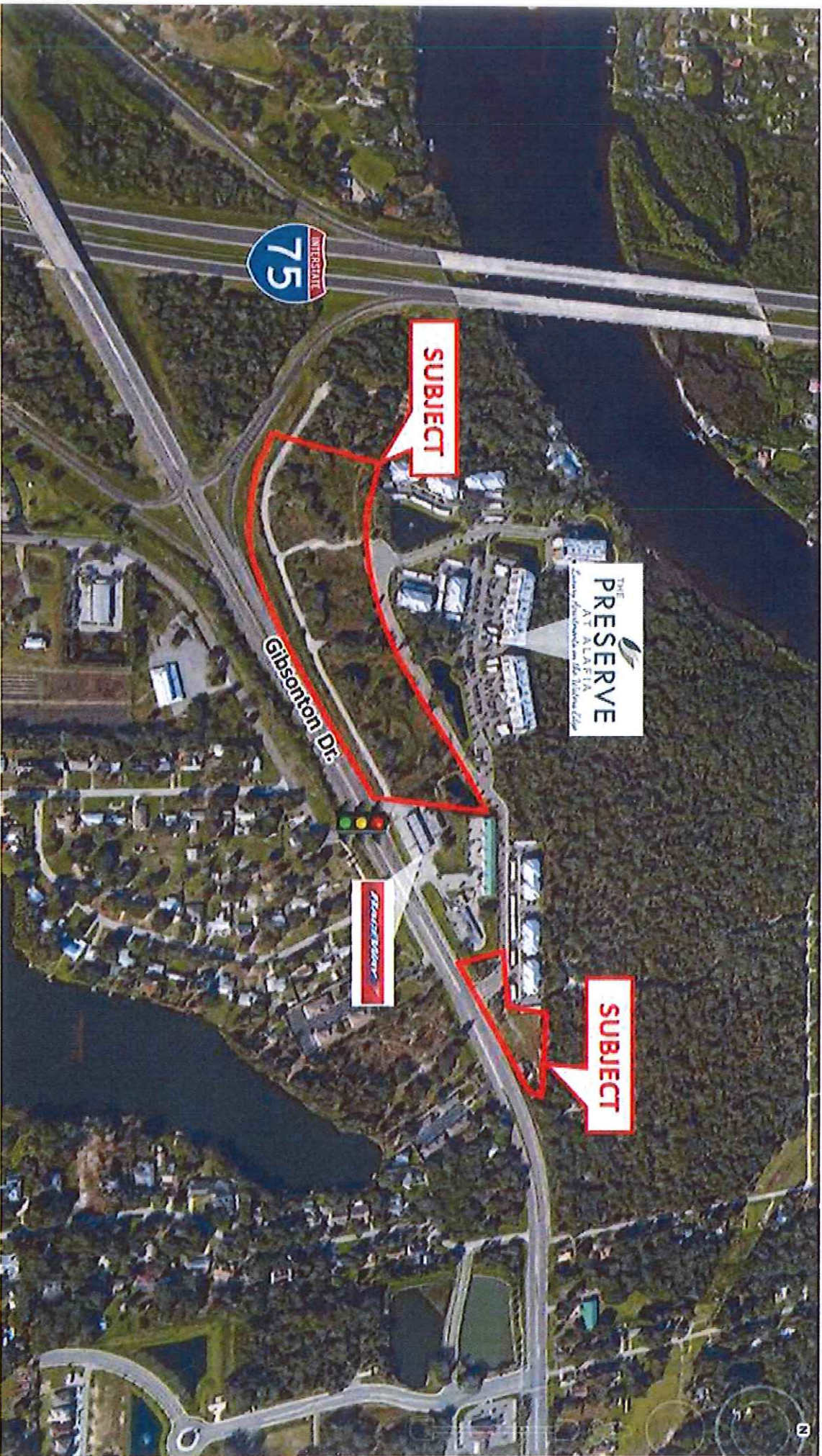
SUBJECT: Shoppes at Alafia Off-Site Water Extension
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water main extension) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Shoppes at Alafia Off-Site Water Extension, located in Section 19, Township 30, and Range 20. 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 Letter of Credit in the amount of \$3,902.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On April 26, 2021, Permission to construct was issued for Shoppes at Alafia Off-Site Water Extension. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Warranty Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is Alafia Crossing Acquisition, LLC. and the engineer is Tampa Civil Design.



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

This Agreement made and entered into this ____ day of _____, 2021, by and between Alafia Crossing Acquisition, 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 Shoppes at Alafia; 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, constructed in conjunction with the site development project known as

3. Shoppes at Alafia are as follows:

Offsite 660 LF Watermain extension

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 OD21002874, dated September 30, 2021, with Valley National Bank by order of Alafia Crossing Acquisition, LLC or
- b. A Warranty Bond, dated _____, with _____ as Principal, and _____ as Surety, or
- c. Cashier/Certified Check, number _____, dated _____, which shall 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 his 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:

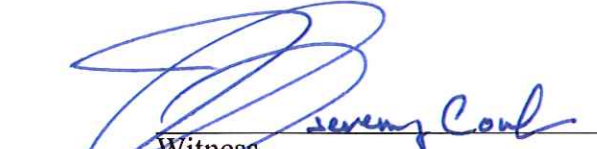

- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; 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 these presents, this 1st day of October, 2024.

ATTEST:

OWNER/DEVELOPER:


 Witness

 Witness


 Authorized Corporate Officer or Individual
Ronald Scaglione
 Name (typed, printed or stamped)

NOTARY PUBLIC

6300 Sagewood Drive, Suite H-117
Park City, UT 84098
 Address of Signer
813-908-2211
 Phone Number of Signer

CORPORATE SEAL
 (When Appropriate)


ATTEST:

Clerk of
 the Circuit Court

BOARD OF COUNTY COMMISSIONERS
 HILLSBOROUGH COUNTY, FLORIDA

By: _____
 Deputy Clerk
 Owners Developers Warranty Agreement 050107.doc

By: _____
 Chair

APPROVED BY THE COUNTY ATTORNEY

 BY _____
 Approved As To Form And Legal
 Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 1st day of October, 2021, by Ronald Scaglione and

respectively President and mgr of Alafia Crossing Acquisition, LLC Inc., a corporation under the laws of the state of Florida on behalf of the corporation. (H) and/or she is personally known to me or has produced _____ as identification and did take an oath.

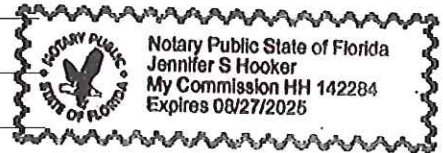
NOTARY PUBLIC:

Sign: Jennifer S Hooker (Seal)

Print: Jennifer S Hooker

Title or Rank: _____

Serial Number, if any: _____



My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



Original

September 30, 2021

**VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: OD21002874**

To: Beneficiary

Name: Hillsborough County
Address: Board of Commissioners
601 East Kennedy Blvd., 2nd Floor
Tampa, FL 33602

Applicant

Name: Alafia Crossing Acquisition LLC
Address: 6300 Sagewood Drive, Suite H-117
Park City, UT 84098

Amount: U.S. \$3,902.00 (United States Dollars Three Thousand Nine Hundred Two and 00/100)

Expiration Date: December 9, 2023 at our counters at 924 Broadway, 4th Floor, New York, NY 10010

We hereby issue in your favor our irrevocable, standby letter of credit and authorize you to draw on us at sight for any amount or amounts not exceeding \$3,902.00 (United States Dollars Three Thousand Nine Hundred Two and 00/100), in the aggregate for account of Alafia Crossing Acquisition LLC for the off-site water improvements for maintenance in the development known as Shoppes at Alafia. It is available against presentation of beneficiary's draft(s) drawn on us at sight, accompanied by the following documents:

1. Beneficiary's dated certificate purportedly bearing the signature of an authorized representative of the Hillsborough County Development Services, marked "Original" and stating: "Alafia Crossing Acquisition LLC has caused to be constructed defective off-site improvements which Alafia Crossing Acquisition LLC has warranted against failure, deterioration, or damage resulting from defects in workmanship and/or materials at the development known as Shoppes at Alafia and has failed to correct such defects within the allotted warranty period prescribed in the Hillsborough County Land Development Code."
2. This original letter of credit, including any and all original amendments thereto.

Draft(s) drawn under this letter of credit must state on their face: "Drawn under Valley National Bank Irrevocable Standby Letter of Credit No. OD21002874 dated September 30, 2021."

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this letter of credit shall be duly honored if presented together with document(s) as specified and the original of this letter of credit, including any and all original amendments thereto, at our office as indicated herein on or before December 9, 2023.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and any subsequent revisions thereof approved by a congress of the International Chamber of Commerce and adhered to by us (the "UCP").

Very truly yours,

VALLEY NATIONAL BANK

By: 
Name: Ronald Bargiel
Title: First Vice President

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

International Department
Standby Letter of Credit Section
P: 212-253-4901 • 212-253-5065
F: 212-254-0573 • 212-254-0715
924 Broadway, 4th Floor
New York, NY 10010

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

SPECIFIC COST BREAKDOWN
FOR
OFF-SITE POTABLE WATER DISTRIBUTION SYSTEM

Shoppes at Alafia

WATER COST ESTIMATE				
Item	QTY	Unit	Unit Price	Total
8" DIP WM	621	LF	30	18,630.00
8" MJ FITTING	14	EA	300	4,200.00
8" GATE VALVE AND BOX	4	EA	1,200.00	4,800.00
4" DIP WM	3	LF	20	60.00
2" PE WM	36	LF	8	288.00
BLOW OFF ASSEMBLY	1	EA	1,200.00	1,200.00
4" GATE VALVE AND BOX	2	EA	600.00	1,200.00
2" GATE VALVE	6	EA	200.00	1,200.00
6" MJ FITTING	2	EA	200.00	400.00
HYDRANT ASSEMBLIES	2	EA	3,420.00	6,840.00
2" PE FITTINGS	4	EA	46.00	184.00
Total				\$39,002.00

WARRANTY BOND REQUIRED = \$39,002.00 * 10% = \$3,902.00

ENGINEER SIGNATURE AND SEAL:

