

**SUBJECT:** StorQuest Self Storage 6007 Pine Street Off-Site **PI# 5727**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** June 11, 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 to serve StorQuest Self Storage 6007 Pine Street Off-Site, located in Section 34, Township 28, and Range 20 (watermain) for Maintenance 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 \$14,529.30 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On November 2, 2022, Permission to Construct was issued for StorQuest Self Storage 6007 Pine Street Off-Site, after construction plan review was completed on August 20, 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is 6015 Pine SP, LLC and the engineer is Colliers Engineering & Design, Inc.



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between 6015 Pine SP, 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 StorQuest Self Storage - 6007 Pine Street, Seffner, FL 33584 (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:

Approximately 325' of 8" diameter DIP water main pipe and valves

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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 943946, dated April 19, 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.

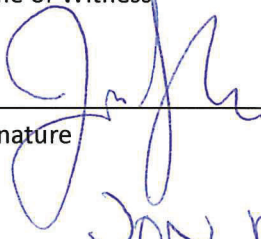
ATTEST:



Witness Signature

Robert Bushell

Printed Name of Witness

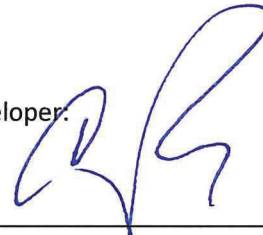


Witness Signature

Printed Name of Witness

JON MAGUIRE

Owner/Developer:



By

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

Clark W. Porter

Printed Name of Signer

Manager

Title of Signer

100 Wilshire Blvd, 4th Floor, Santa Monica, CA 90401

Address of Signer

310-451-8606

Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

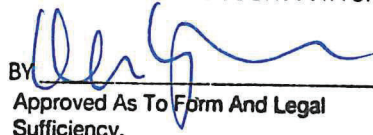
By: \_\_\_\_\_

Deputy Clerk

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

Chair

APPROVED BY THE COUNTY ATTORNEY

  
BY \_\_\_\_\_  
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 \_\_\_\_\_ 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

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

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

\_\_\_\_\_  
(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

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

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

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

**See Attached Notary  
Acknowledgment Certificate**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**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 )

On April 18, 2024 before me, Bette Ross Bracken, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Clark W. Porter

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.



Bette Ross Bracken, Notary Public (SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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943946

William Warren Group



2008  
1

90-3820/1222

Reference

DATE April 19, 2004

PAY TO THE ORDER OF Hillsborough County \$14,529.30  
FOURTEEN THOUSAND FIVE HUNDRED TWENTY NINE DOLLARS AND THIRTY CENTS

Dollars  
 Security features included. Details on back.

Cashier's Check

Authorized Signature



Memo:

⑈943946⑈ ⑆122238200⑆ 091999013⑈

APPROVED BY THE COUNTY ATTORNEY  
  
BY  
Approved As To Form And Legal Sufficiency.



6007 PINE ST, SEFFNER - WATER LINE REPLACEMENT

8" DIP, BENDS, RESTRAINTS, FITTINGS & ACC.

8 TJ CL50 DI PIPE	550	LF	\$110,299.00
8 TJ FIELD LOK 350 GASKET SBR	25	EA	

8" VALVES

8 F6100 MJ RW GV OL ON L/ACC	6	EA	\$ 27,635.00
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REPLACE 6" PIPE & VALVE TO EXISTING FIRE HYDRANT TEE

6" DIP, RESTRAINTS, VALVE, FITTINGS & ACC.	1	EA	<u>\$ 7,359.00</u>
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\$ 145,293.00

Warranty Amount = \$14,529.30

*John Blankenship*

Complete development, Inc.

P.O. Box 450

Thonotosassa, FL 33592

Email: [john@cdisite.com](mailto:john@cdisite.com)

Office: 813 986-2901

Direct: 813 838-3043

5471 W. Waters Avenue  
Suite 100  
Tampa Florida 33634  
Main: 877 627 3772  
www.colliersengineering.com



April 25, 2024

Lee Ann Kennedy  
Hillsborough County  
Site and Subdivision Intake  
Development Services Department  
601 E. Kennedy Blvd.  
19<sup>th</sup> Floor  
Tampa, FL 33602

**RE: Certification of Construction Completion**  
**Storquest Express**  
**6007 Pine Street**  
**ROW-21-0000962E**  
**Folio# 63274.0000**  
**PI# 5727 SR# 22-0090**

Dear Ms. Kennedy,

Colliers Engineering & Design (CED) has conducted a site inspection of the above referenced project on 04/19/24 by Ross Einsteder of CED. The inspection determined that the project has been constructed in general conformance with the approved plans.

If you have any questions or if I can be of any further assistance, please feel free to contact me at 813-582-4635 or by email [michael.costello@collierseng.com](mailto:michael.costello@collierseng.com).

Thank you,

A handwritten signature in black ink, appearing to read "Michael R. Costello".

Michael R. Costello, PE  
Site/Civil Department Manager

Digitally signed by Michael Costello  
Date: 2024.04.26 16:40:46-04'00'

