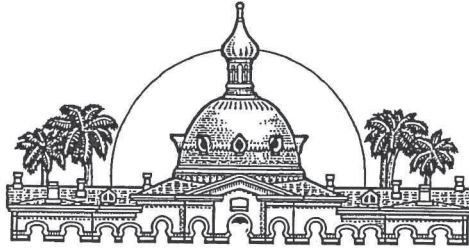


HILLSBOROUGH COUNTY
Development Review Division of Development Services Department



Hillsborough County
Florida

US 301 & Symmes Rd Retail Off-Site

Folio# 77089 BOARD DATE: February 7, 2023

REPORT INDEX

A1Location Map
A2Owner / Developer Agreement
A3 Financial Security

Manager's Signature: _____

SUBJECT: US 301 & Symmes Rd Retail Off-Site **PI# 5704**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 7, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

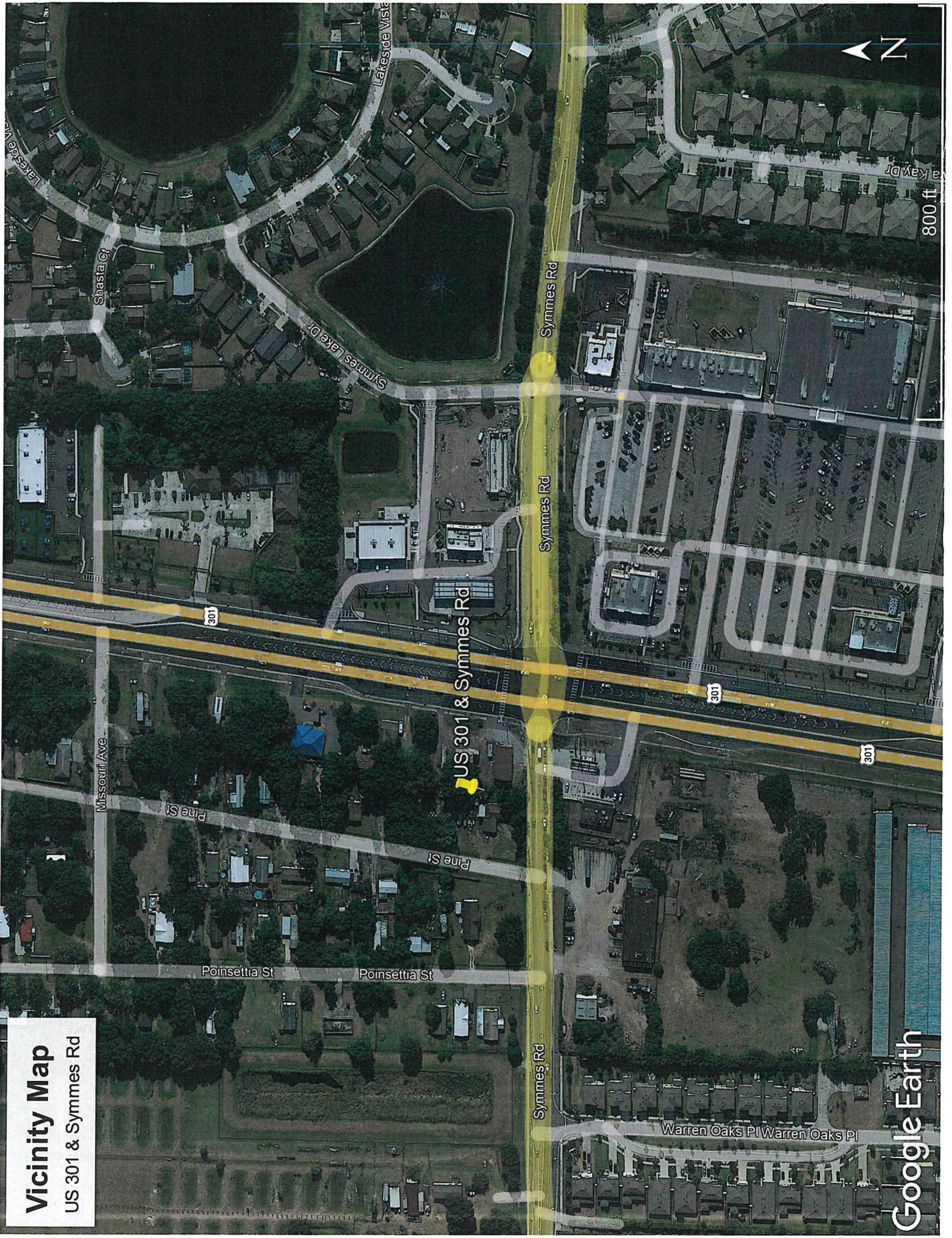
Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve US 301 & Symmes Rd Retail Off-Site located in Section 30, Township 29, and Range 20 (water, wastewater, paving and drainage) for Maintenance upon proper completion, 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 \$9,647.90 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On August 24, 2021, Permission to construct was issued for US 301 & Symmes Rd Retail Off-Site. 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 11347 Riverview, LLC and the engineer is Campo Engineering, Inc.

Vicinity Map

US 301 & Symmes Rd



800 ft

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between 11347 Riverview 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 US 301 & Symmes Rd. Retail (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:
Water Components on Pine Street; Sewer Components on US Hwy 301;

Roadway Components on Pine Street; and Storm Components on Pine Street (see attached)

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 1378000332, dated 01/10/2023 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.

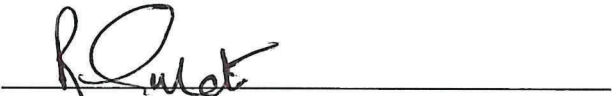
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:



Witness Signature


Jamilah Antwa Johnson
Printed Name of Witness



Witness Signature

Reeta Gulati
Printed Name of Witness

Owner/Developer: 11377 Riverview LLC

By 

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

Craig Bazarstky
Printed Name of Signer

officer
Title of Signer

401 E. Jackson St. Ste 3300, Tampa
Address of Signer FL 33602

401-338-1216
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

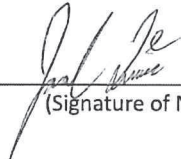
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

10th day of Jan, 2023, by Craig Bazarisky as
(day) (month) (year) (name of person acknowledging)

officer for 11347 Riverview LLC.
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

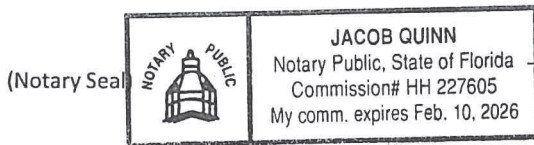
Personally Known OR Produced Identification

Florida drivers license
Type of Identification Produced



(Signature of Notary Public - State of Florida)

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



HH 227605

(Commission Number)

Feb 10, 2026

(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)

Exhibit A

(Attached on Following Page)

stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 01/10/23 03:50:21 PM

HYDE PARK

716 0007092 001

NFL

Pay



\$9,647.90

Nine Thousand Six Hundred Forty Seven and 90/100 Dollars

To The Order Of BOARD OF COUNTY COMMISSIONERS

Not-Negotiable
Customer Copy
Retain for your Records

Remitter (Purchased By): 11347 RIVERVIEW LLC

Bank of America, N.A.
SAN ANTONIO, TX

1641001973

Boce Summer

BANK OF AMERICA

Cashier's Check

No. 1378000332

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 01/10/23 03:50:21 PM

HYDE PARK

716 0007092 001

NFL

Pay



\$9,647.90

Nine Thousand Six Hundred Forty Seven and 90/100 Dollars

To The Order Of BOARD OF COUNTY COMMISSIONERS

Remitter (Purchased By): 11347 RIVERVIEW LLC

Bank of America, N.A.
SAN ANTONIO, TX

Paul Pe
AUTHORIZED SIGNATURE

⑈ 1378000332 ⑈ ⑆ 114000019 ⑆ 1641001973 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

APPROVED BY THE COUNTY ATTORNEY

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

00-53-3364B 06-2019

**CAMPO ENGINEERING
ENGINEERS COST ESTIMATE**

US 301 & Symmes Rd
11345 US Hwy S 301
Riverview, Florida 33578

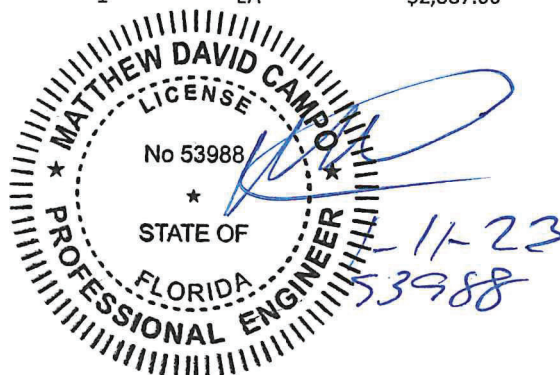
<u>DESCRIPTION</u>	<u>BID QTY.</u>	<u>UM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
WATER COMPONENTS (PINE ST. & US HWY 301)				\$43,932.00
4" Gate Valve	4	EA	\$1,150.00	\$4,600.00
POC (US Hwy 301): 18"x4" Tapping Sleeve & Valve	1	EA	\$11,500.00	\$11,500.00
4" DIP Class 50 WM	227	LF	\$45.00	\$10,215.00
4" 45° Bend	6	EA	\$475.00	\$2,850.00
4"x2"x2" Tee	1	EA	\$320.00	\$320.00
2" Gate Valve	2	EA	\$875.00	\$1,750.00
2" PE WM	11	LF	\$17.00	\$187.00
1" Irrigation Meter	1	EA	\$2,000.00	\$2,000.00
1.5" Water Meter	1	LS	\$2,500.00	\$2,500.00
2" BFP	1	EA	\$1,060.00	\$1,060.00
POC (Pine St.): Connect into existing 4" water main line	1	EA	\$6,500.00	\$6,500.00
4" Coupler	2	EA	\$225.00	\$450.00

<u>DESCRIPTION</u>	<u>BID QTY.</u>	<u>UM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
SEWER COMPONENTS (US HWY 301 FM)				\$21,239.00
4" PVC	25	LF	\$25.00	\$625.00
ARV TAP & Relocation	1	LS	\$6,000.00	\$6,000.00
4" 45° Bend	4	EA	\$15.00	\$60.00
4" FM Plug Gate Valve	2	EA	\$1,027.00	\$2,054.00
16"x4" Wet Tap (Tapping sleeve, Gate Valve)	1	EA	\$12,500.00	\$12,500.00

<u>DESCRIPTION</u>	<u>BID QTY.</u>	<u>UM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
ROADWAY COMPONENTS (PINE ST.)				\$14,183.00
1" Asphalt Milling	81	SY	\$6.00	\$486.00
2.5" Asphalt SP-9.5	175	SY	\$21.00	\$3,675.00
8" Crushed Concrete	240	SY	\$12.00	\$2,880.00
12" Stabilized Subgrade	260	SY	\$10.00	\$2,600.00
6" Concrete Sidewalk	556	SF	\$6.00	\$3,336.00
Type F curb	67	LF	\$18.00	\$1,206.00

<u>DESCRIPTION</u>	<u>BID QTY.</u>	<u>UM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
STORM COMPONENTS (PINE ST.)				\$17,125.00
14"x23" ERCP	153	LF	\$60.00	\$9,180.00
14"x23" ERCP Mitered End Section	2	EA	\$1,250.00	\$2,500.00
Type C Control Structure USF 6606	1	EA	\$2,558.00	\$2,558.00
Type C Inlet USF 6611	1	EA	\$2,887.00	\$2,887.00


TOTAL COST **\$96,479.00**
10% BOND **\$9,647.90**



ENGINEER OF RECORD CERTIFICATION
OF CONSTRUCTION COMPLETION

I, Matthew D. Campo, P.E., hereby certify that I am associated with the firm of Campo Engineering, Inc. I certify that construction of the Improvement Facilities (Utilities), at the US 301 & Symmes Rd project have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 11th day of January, 2023



(signature)

Florida Professional Engineer No. 53988



No County agreement, approval or acceptance is implied by this Certification.