

**SUBJECT:** Ruskin Hotel Off-Site  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** July 20, 2021  
**CONTACT:** Lee Ann Kennedy

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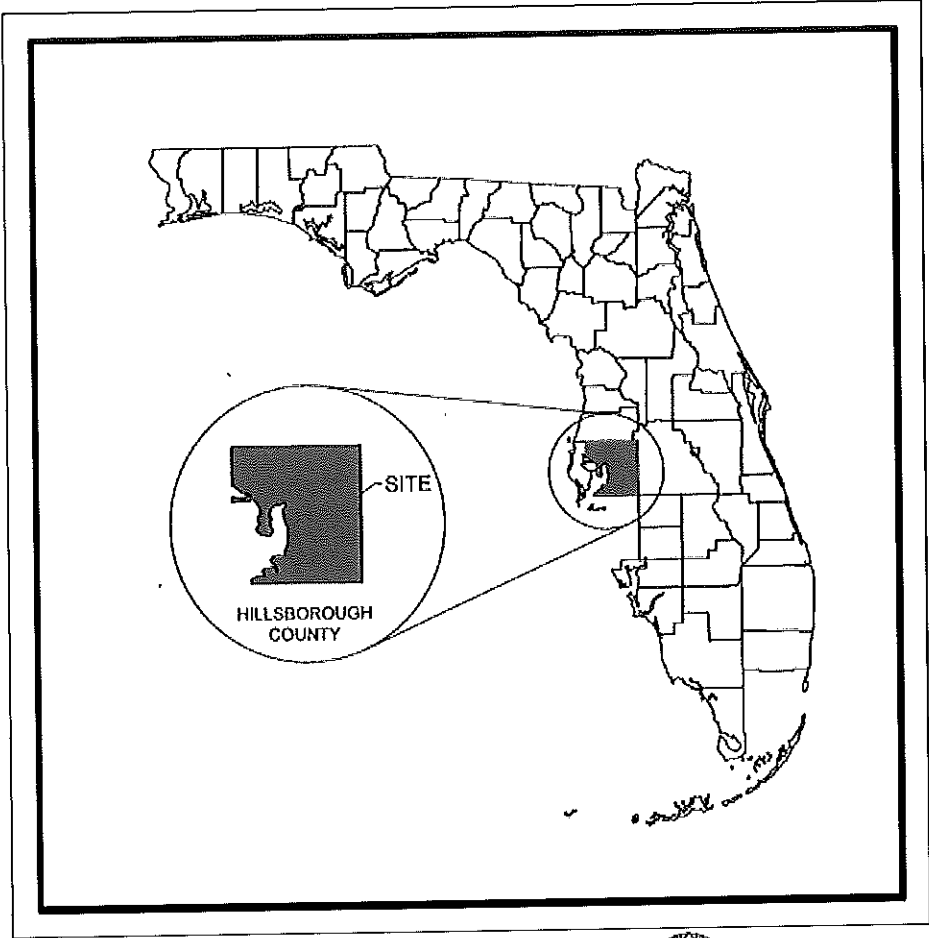
**RECOMMENDATION:**

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water and wastewater) 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 Ruskin Hotel, located in Section 10, Township 32, and Range 19. 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 \$6,217.40 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On March 19, 2020, Permission to construct was issued for Ruskin Hotel. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Shivyog, LLC and the engineer is Landmark Engineering & Surveying Corporation.

## Ruskin Hotel



Vicinity Map   
NOT TO SCALE

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Shivyog, 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 **Ruskin Hotel**; 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

**Ruskin Hotel** are as follows: off-site water and sanitary sewer.

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 developer as Principal, and \_\_\_\_\_ as Surety, or
  - c. Cashier/Certified Check, number 789048, dated May 28, 2021, 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 24 day of ~~April~~ <sup>May</sup>, 2021.

(X)

ATTEST:

OWNER/DEVELOPER:

Rachel Swedlow  
Witness Rachel Swedlow

Kamlesh Patel  
Authorized Corporate Officer or Individual

Sandra M. Raccha  
Witness Sandra M. Raccha

KAMLESH PATEL  
Name (typed, printed or stamped)

NOTARY PUBLIC



Sandra M. Raccha  
State of Florida  
My Commission Expires 07/18/2021  
Commission No. GG 110569

8327 OLD TOWN DR  
Address of Signer

TAMPA, FL 33647

CORPORATE SEAL  
(When Appropriate)

616-405-1257  
Phone Number of Signer

ATTEST:

\_\_\_\_\_, Clerk of  
the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk  
Owners Developers Warranty Agreement 050107.doc

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24<sup>th</sup> day of May, 2021, by Kamlesh Patel, Managing Member of Shivyog, LLC. He is personally known to me or has produced FL DL as identification and did take an oath.

**NOTARY PUBLIC:**

Sign: Sandra M Raccha (Seal)

Print: Sandra M Raccha

Title or Rank: Notary

Serial Number, if any: GG 110569

My Commission Expires: July 18<sup>th</sup> 2021

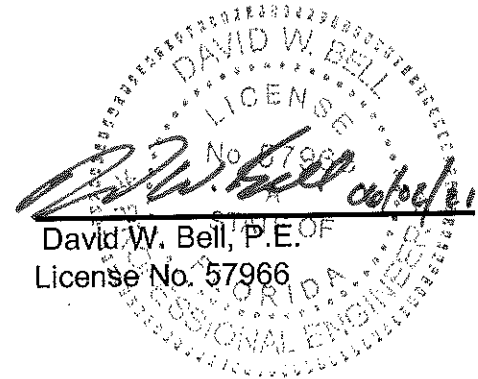


Sandra M. Raccha  
State of Florida  
My Commission Expires 07/18/2021  
Commission No. GG 110569

**RUSKIN HOTEL  
WARRANTY ESTIMATE**

**SUMMARY**

SCHEDULE A - OFFSITE WATER DISTRIBUTION SYSTEM	\$47,611.00
SCHEDULE B - OFFSITE SANITARY SEWER SYSTEM	\$14,563.00
TOTAL (SCHEDULES A - B)	\$62,174.00
<b>10% WARRANTY BONDING</b>	<b>\$6,217.40</b>



David W. Bell, P.E.  
License No. 57966

**RUSKIN HOTEL  
WARRANTY ESTIMATE**

**SCHEDULE A - OFFSITE WATER DISTRIBUTION SYSTEM**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	CONNECTION TO EXISTING (INCLUDES ROAD CROSSING CASING)	\$8,725.00	\$8,725.00
2	320	LF	6" CL50 DIP	\$95.50	\$30,560.00
3	1	EA	HYDRANT ASSEMBLY	\$5,311.00	\$5,311.00
4	1	EA	EOL - BLOWOFF ASSEMBLY	\$3,015.00	\$3,015.00

TOTAL WATER DISTRIBUTION SYSTEM      **\$47,611.00**



**RUSKIN HOTEL  
WARRANTY ESTIMATE**

**SCHEDULE B - OFFSITE SANITARY SEWER SYSTEM**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	CONNECTION TO EXISTING (INCLUDES ROAD CROSSING CASING)	\$5,625.00	\$5,625.00
2	280	LF	4" FORCEMAIN - PVC DR 18 PIPE AND RESTRAINTS	\$27.50	\$7,700.00
3	1	LS	FITTINGS - VALVES, CROSS T, SLEEVES & FOSTER ADAPTER	\$1,238.00	\$1,238.00

TOTAL SANITARY SEWER SYSTEM      **\$14,563.00**

June 30, 2021

Shivyog, LLC  
8327 Old Town Dr  
Tampa, FL 33647  
(616)405 – 1257  
Pken69@gmial.com

Board of County Commissioners  
Hillsborough County, Florida

Reference: Shivyog LLC Off-Site Warranty Deposit

To Whom It May Concern:

My name is Kamlesh Patel Manager Member of SHIVYOG LLC, We have Paid Off Site Warranty Bond as per property Site Development Regulation in the amount of \$6,217.40. We request that once the warranty period ends the refund cashier's check to be sent in the name of SAANTE, LLC to the below address:

Shivyog LLC  
8327 Old Town Dr.  
Tampa, FL 33647

If you have further questions, please contact me via email: pken69@gmail.com or my cell 616-405-1257.

Sincerely,



Kamlesh Patel  
Manager Member



AMERIS BANK

OFFICIAL CHECK



789048

64175  
612

REMITTER Saante LLC

May 28, 2021

PAY TO THE ORDER OF

\*Hillsborough County 80CC\*

\$ \*\*\*\*\*6717-40

SIX THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND FORTY CENTS \_\_\_\_\_ DOLLARS



Security Features  
Printed on Demand

*Marybethson*

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