

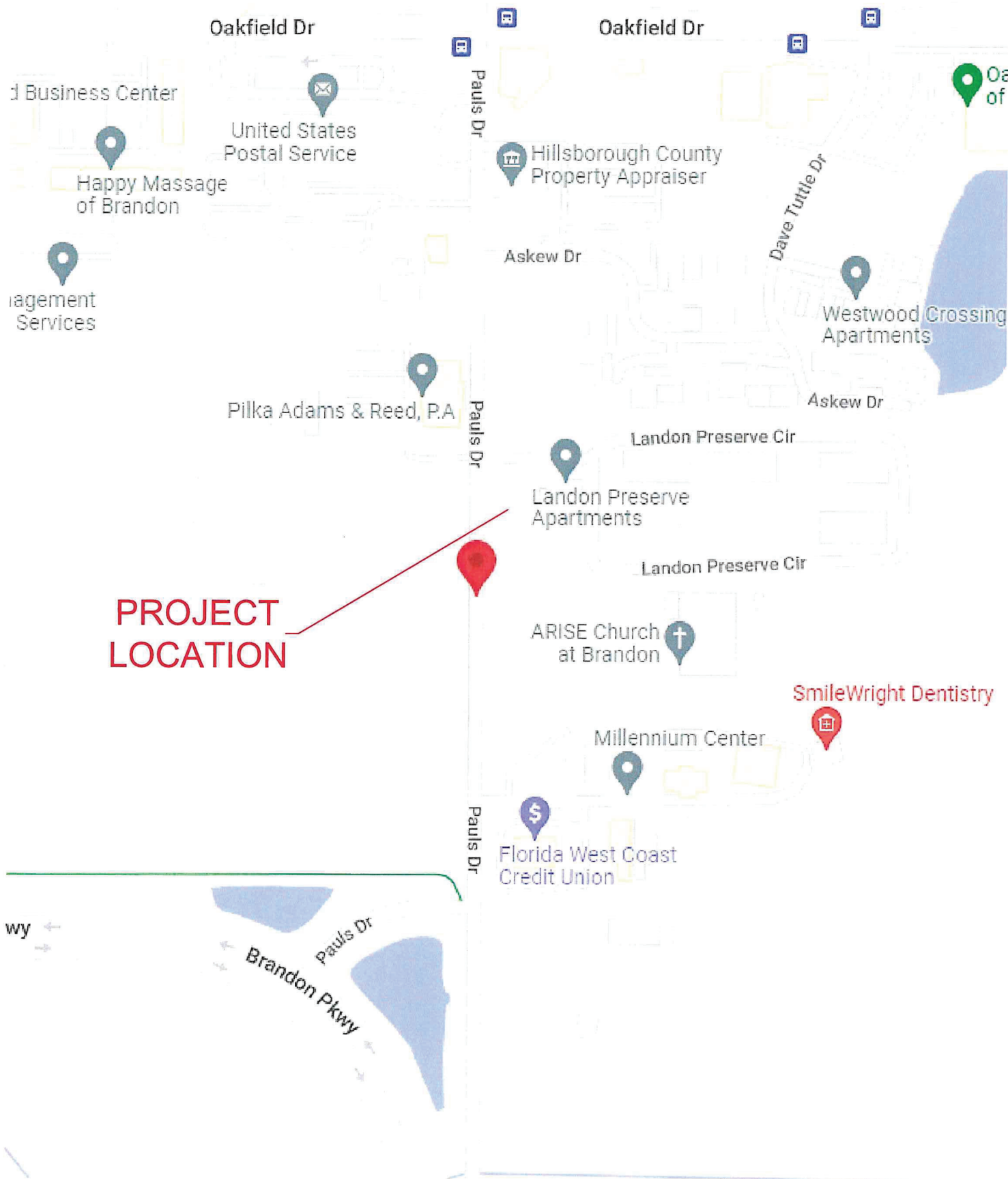
SUBJECT: Landon Preserve fka Brandon Preserve Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 10, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway and drainage) 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 Landon Preserve fka Brandon Preserve Off-Site located in Section 27, Township 29, 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 Check in the amount of \$18,812.68 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On January 4, 2021, Permission to construct was issued for Landon Preserve fka Brandon Preserve Off-Site. 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 Brandon Preserve, Ltd and the engineer is Water Resource Associates.



**PROJECT
LOCATION**

VICINITY MAP

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Brandon Preserve, Ltd., 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 Landon Preserve (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:

Roads/Streets & Stormwater Drainage System

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 6624502099, dated 3/18/2022 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

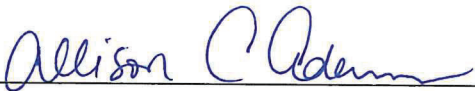
certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 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:

Owner/Developer:



 Witness Signature

By 

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

Allison C Adams

 Printed Name of Witness

Jason O. Floyd

 Printed Name of Signer



 Witness Signature

Vice President

 Title of Signer

Amy Callahan

 Printed Name of Witness

3030 Hartley Road, Ste. 310 Jacksonville, FL 32257

 Address of Signer

904-260-3030

 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~~ **DUVAL**

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

18th day of March, 2022, by Jason O. Floyd as

(day) (month) (year) (name of person acknowledging)
Vice President for Brandon Preserve, Ltd.
(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

Shirley A Bowles
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



(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

(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)

0066245

11-24

CASHIER'S CHECK

SERIAL #: 6624502099

Office AU #

1210(8)

ACCOUNT#: 4861-513265

Remitter: TVC DEVELOPMENT INC.
Purchaser: JASON FLOYD
Purchaser Account: xxxxxx7291
Operator I.D.: u849413 f1004801
Funding Source: Paper Item(s)

March 18, 2022

PAY TO THE ORDER OF ***HILLSBOROUGH COUNTY BOCC***

****Eighteen Thousand Eight Hundred Twelve and 68/100 -US Dollars ****

****\$18,812.68****

Payee Address:
Memo:

VOID IF OVER US \$ 18,812.68

WELLS FARGO BANK, N.A.
11025 OLD ST AUGUSTINE RD
JACKSONVILLE, FL 32257
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE
AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

NON-NEGOTIABLE

Purchaser Copy

FB004 (10/19) M4203 10152155

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0066245

11-24

CASHIER'S CHECK

6624502099

Office AU #

1210(8)

Remitter: TVC DEVELOPMENT INC.
Operator I.D.: u849413 f1004801

March 18, 2022

PAY TO THE ORDER OF ***HILLSBOROUGH COUNTY BOCC***

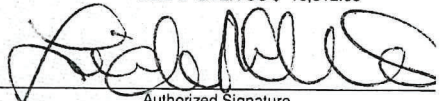
****Eighteen Thousand Eight Hundred Twelve and 68/100 -US Dollars ****

****\$18,812.68****

Payee Address:
Memo:

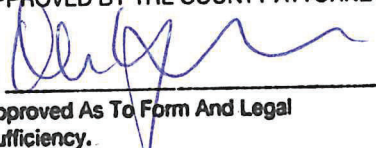
VOID IF OVER US \$ 18,812.68

WELLS FARGO BANK, N.A.
11025 OLD ST AUGUSTINE RD
JACKSONVILLE, FL 32257
FOR INQUIRIES CALL (480) 394-3122


Authorized Signature

⑈6624502099⑈ ⑆121000248⑆4861 513265⑈

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

SUMMARY FOR WARRANTY BOND
Brandon Preserve
Project ID #5342; Folio #71567.0000

Storm	\$66,250.00
Roadway	\$121,876.83
Total Amount	<u>\$188,126.83</u>
Warranty Bond Amount (10% of Total)	<u>\$18,812.68</u>



Emily Sisson, P.E. #93086
Date Prepared: February 3, 2022


Brandon Preserve: Public ROW Cost Breakdown

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
ROADWAY					
	12" COMPACTED SUBGRADE	SY	747	\$2.00	\$1,494.00
	16" FDOT CRUSHED CONCRETE	SY	747	\$44.04	\$32,897.88
	3" TYPE SP 12.5 ASPHALT BASE LIFT	SY	747	\$34.10	\$25,472.70
	1" TYPE FC 9.5 ASPHALT FINAL LIFT	SY	2,395	\$15.50	\$37,122.50
	HAND FORMED CONCRETE CURB	LF	224	\$22.50	\$5,040.00
	CONCRETE CURB FLARE	EA	4	\$187.50	\$750.00
	SIDEWALK	SF	1,805	\$5.25	\$9,476.25
	TRUNCATED DOME MATS	EA	2	\$40.00	\$80.00
	6" YELLOW THERMOPLASTIC	LF	1,692	\$4.05	\$6,852.60
	18/12" YELLOW GORE/THERMO	EA	205	\$8.78	\$1,799.90
	WHITE TURN ARROWS THERMO	EA	4	\$222.75	\$891.00
					\$121,876.83
STORM					
	TYPE 9 CURB INLET	EA	1	\$3,850.00	\$3,850.00
	18" RCP CL III	LF	52	\$1,200.00	\$62,400.00
					\$66,250.00

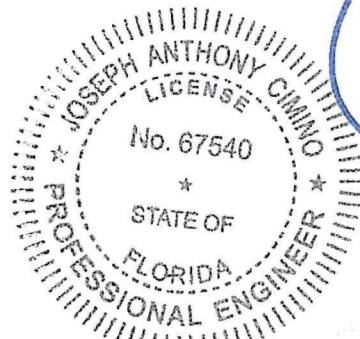
**ENGINEER OF RECORD CERTIFICATION
OF CONSTRUCTION COMPLETION**

I, Joseph A. Cimino, P.E., 67540, hereby certify that I am associated with the firm of WRA Engineering. I certify that construction of the Improvement Facilities at Brandon Preserve 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/included any design deviations due to field conflicts.

Signed and sealed this 3rd day of February 2022.


2/3/22

(Signature)
Florida Professional Engineer No. 67540
Affix Seal



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

Certificate of School Concurrency

Project Name	Brandon Preserve
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5342
HCPS Project Number	SC-735
Parcel ID Number(s)	71567.0000
Project Location	339 Pauls Drive
Dwelling Units & Type	230 Multi-Family
Applicant	Liao-Chung Partners

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	27	10	12		49

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Charles Andrews

Charles Andrews, AICP, CNU-A
 Manager, Planning & Siting
 Growth Management Department
 Operations Division
 E: charles.andrews1@sdhc.k12.fl.us
 P: 813.272.4429

June 10, 2020
Date Issued



The Vestcor Companies, Inc.
3030 Hartley Road, Suite 310
Jacksonville, Florida 32257
T 904-260-3030
F 904-260-9031

April 18, 2022

Hillsborough County
Attn: Lee Ann Kennedy
601 E Kennedy Bldg 19th Floor
Tampa, FL 33602

RE: Landon Preserve – Warranty Bond Payment

Lee Ann,

Landon Preserve Apartments also known as Brandon Preserve Ltd has a warranty bond in place for \$18,812.68. This warranty bond was paid from TVC Development by check # 3267. Please remit payment back to TVC Development for these costs and mail to the address listed above.

Please feel free to contact me with any questions at 904-288-7733 or ldailey@vestcor.com

Sincerely,

A handwritten signature in blue ink that reads "L. Dailey".

Leigh Ann Dailey



The Vestcor Companies, Inc.
3030 Hartley Road, Suite 310
Jacksonville, Florida 32257
T 904-260-3030
F 904-260-9031

April 18, 2022

Hillsborough County
Attn: Lee Ann Kennedy
601 E Kennedy Bldg 19th Floor
Tampa, FL 33602

RE: Landon Preserve – Warranty Bond Payment

Lee Ann,

Landon Preserve Apartments also known as Brandon Preserve Ltd has a warranty bond in place for \$18,812.68. This warranty bond was paid from TVC Development by check # 3267. Please remit payment back to TVC Development for these costs and mail to the address listed above.

Please feel free to contact me with any questions at 904-288-7733 or ldailey@vestcor.com

Sincerely,

A handwritten signature in black ink that reads "L. Dailey". The signature is written in a cursive, flowing style.

Leigh Ann Dailey