

SUBJECT: QSR-Hilltop Off-Site **PI#6754**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 12, 2025
CONTACT: Lee Ann Kennedy

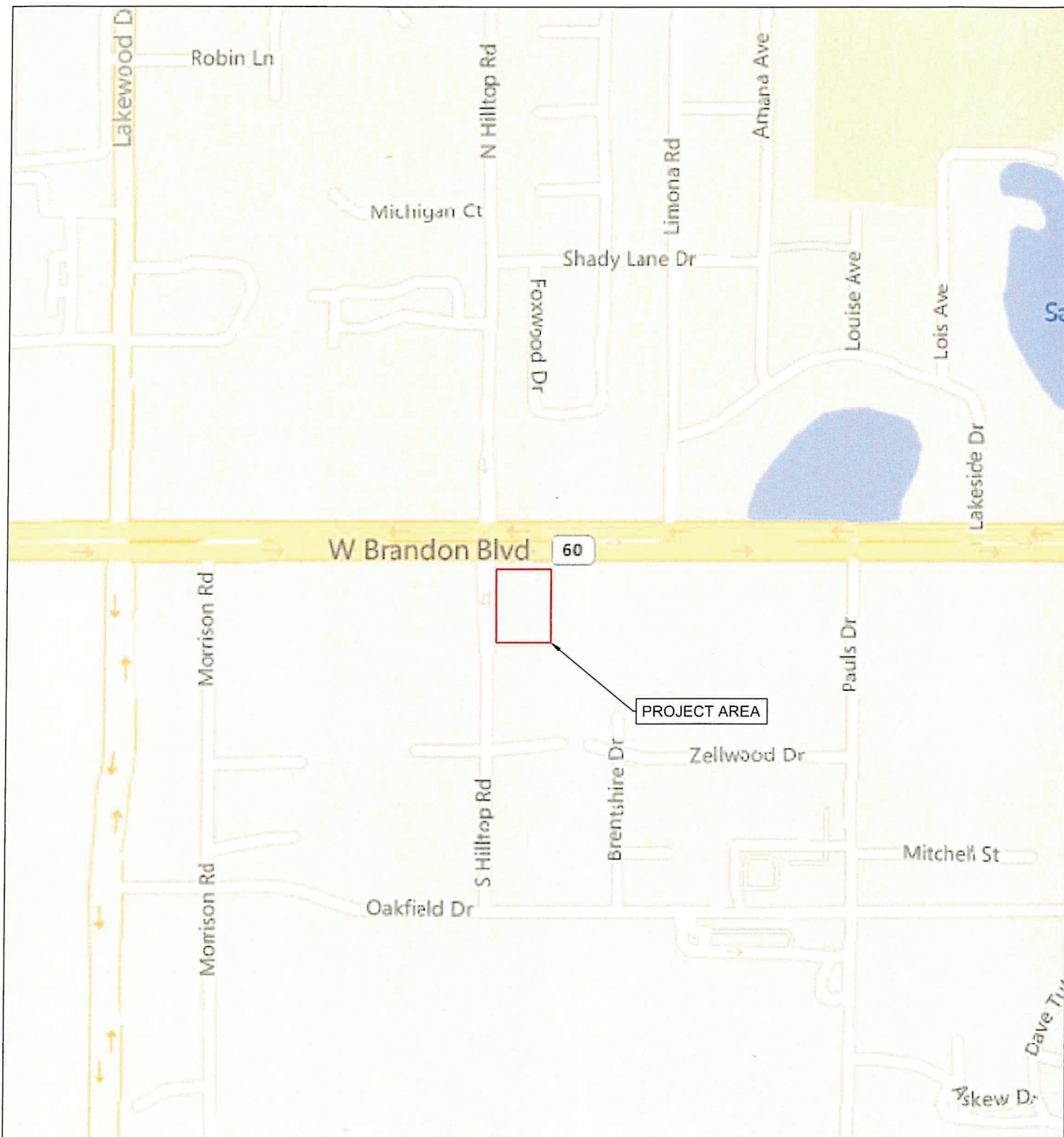
RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway improvements, sidewalks, watermain and wastewater) for Maintenance to serve QSR-Hilltop Off-Site, located in Section 28, Township 29, and Range 20, 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 \$43,955.34 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 8, 2024, Permission to Construct was issued for QSR-Hilltop Off-Site, after construction plan review was completed on April 10, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is 101 Hilltop, LLC and the engineer is Bohler.

H:\2021\FLT210183\CAD\DRAWINGS\EXHIBITS\STORMWATER\FLT210183 - DRN-----LAYOUT VICINITY MAP



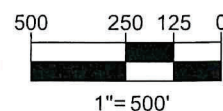
VICINITY MAP

2023-05-08 | SD | FLT210183 - DRN.DWG

BOHLER //

300 N WESTSHORE BLVD., SUITE 950
TAMPA, FLORIDA 33609
Phone: (813) 812-4100
Fax: (813) 812-4101

101 S Hilltop Rd
BRANDON, FL 33611
HILLSBOROUGH COUNTY



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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
101 Hilltop, 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 QSR Hilltop
(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:

Storm pipe and structures, sanitary force main, concrete sidewalks, curbs, ramps, traffic separator,

and asphalt on Hilltop Road

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 4320246258, dated 9/9/25 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

SARAH M LIAKOS
Printed Name of Witness


Witness Signature

KATHLEEN HUPP
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:

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

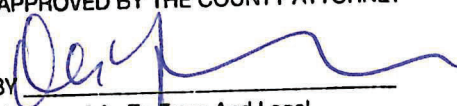
SOLOMON ISAKOV
Printed Name of Signer

owner
Title of Signer

87 Continental Ave, Forest Hills NY 11375
Address of Signer

917-648-0490
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair
APPROVED BY THE COUNTY ATTORNEY
BY 
Approved As To Form And Legal

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
25 day of June, 2025, by Solomon Isakov as
(day) (month) (year) (name of person acknowledging)
member for 101 Hilltop 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

Driver's License
Type of Identification Produced

[Signature]
(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

Sima Isakov
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IS6262478
Qualified in Queens County
Commission Expires May 29, 2028

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)

JPMORGAN CHASE & CO.

JP MORGAN CHASE BANK, N.A.
7610 W WASHINGTON STREET
INDIANAPOLIS IN 46231-1335

PAYMENT INFORMATION

DATE: September 9, 2025
 CHECK NUMBER: 4320246258
 AMOUNT PAID: \$43,955.34
 ACCOUNT NUMBER: XXXXXX6399



0000000024-5 CPL0 U0 25225-6 UD - A0257194

HILLSBOROUGH COUNTY
601 E KENNEDY BLVD
TAMPA FL 33602

252405400161700024000300000000

Date	Description	Amount
09/09/2025		\$43,955.34
		\$43,955.34

APPROVED BY THE COUNTY ATTORNEY

 BY 
 Approved As To Form And Legal
 Sufficiency.

PLEASE DETACH BEFORE DEPOSITING CHECK

CUSTOMER COPY ON REVERSE SIDE

JPMORGAN CHASE & CO.

JP MORGAN CHASE BANK, N.A.
7610 W WASHINGTON STREET
INDIANAPOLIS IN 46231-1335

CASHIER'S CHECK

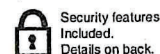
25-3
440

Remitter: CHICK-FIL-A INC / 101 Hilltop LLC

CHECK NUMBER: 4320246258

September 9, 2025

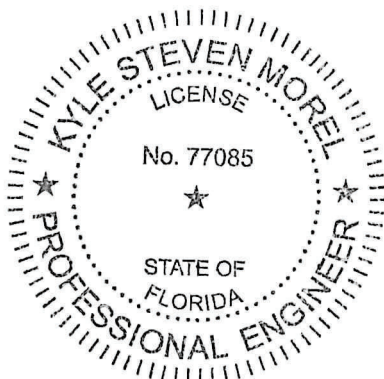
 PAY TO THE ORDER OF: HILLSBOROUGH COUNTY
 601 E KENNEDY BLVD
 TAMPA FL 33602

 AMOUNT
\$43,955.34
**Forty-Three Thousand Nine Hundred Fifty-Five And 34/100 Dollars**

Engineer's Cost Estimate						
South Hilltop Rd Material Estimate						
Project Location:	101 S Hilltop Rd. Brandon, FL 33511					
Plan Name/Number:	CFA Brandon Hilltop				FLT210183	
Prepared For:	Hillsborough County					
Prepared By:	Bohler					
Date of Cost Estimate:	April 15, 2025					
Name/Date of Plan:	Latest Civil Set (Offsite Improvements)				January 31, 2025	
Site Visit Date:						
Item	Quantity	Unit	Unit Cost	Total	Notes	
Storm Drainage						
Storm Sewer						
Curb Inlets/Structures	5	Each	\$15,000.00	\$75,000.00		
18 inch dia. HDPE Pipe	66	LF	\$362.00	\$23,892.00		
Sub-total for all of Storm Drainage				\$98,892.00		
Utilities						
Force Main						
4 inch C900 DR-18 FM	355	LF	\$200.00	\$71,000.00		
Valve	8	EACH	\$2,000.00	\$16,000.00		
Tee Fitting	2	EACH	\$1,000.00	\$2,000.00		
Reducer	2	EACH	\$1,710.00	\$3,420.00		
Elbow Fitting	12	EACH	\$1,100.00	\$13,200.00		
Water Service						
2 inch HDPE Pipe	54	LF	\$200.00	\$10,800.00		
HDPE Casing	41	LF	\$500.00	\$20,500.00		
1" Meter Assembly	1	EACH	\$5,000.00	\$5,000.00		
Tee Fitting	1	EACH	\$1,000.00	\$1,000.00		
Valve	2	EACH	\$2,000.00	\$4,000.00		
Sub-total for all Utilities				\$146,920.00		
Paving						
Paving						
Concrete sidewalk, 5" thick	255	SY	\$263.00	\$67,065.00		
Traffic Separator	150	LF	\$134.00	\$20,100.00		
Superpave Asphalt Pavement	278.00	TN	\$141.00	\$39,198.00		
Type B Stabilized Subgrade (Min LBR 40)	2,022.00	SY	\$10.00	\$20,220.00		
Curb and Gutter (Type F)	800	LF	\$57.00	\$45,600.00		
Striping Details						
Striping 6", white	0.1	Gross Mile	\$6,418.00	\$641.80		
Striping, 6" white skip	0.1	Gross Mile	\$423.00	\$42.30		
Striping 6", yellow	0.1	Gross Mile	\$1,525.00	\$152.50		
Pedestrian Crossing - thermal, white, solid, 12"	140	LF	\$1.87	\$261.80		
Directional Arrows	10	Each	\$46.00	\$460.00		
Sub-total for all Paving and Striping Details				\$193,741.40		

Bohler engineering has no control over costs of labor, material, bidding, unidentified field conditions, market conditions, or any other factors like to affect this OPC. This OPC is valid for this date and the

Off-Site Total	\$439,553.40
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Kyle M
4/28/25

101 Hilltop, LLC

Hillsborough County BOCC
601 E. Kennedy Blvd
2nd Floor
Tampa, FL 33602
Attention: Lee Ann Kennedy

Re: 101 S Hilltop Rd, Brandon, FL 33511 – Warranty for Off-site Improvements

Ms. Kennedy,

~~This letter references the off-site improvements warranty for 101 S Hilltop Rd, Brandon, FL 33511 made~~
payable to Hillsborough County in the amount of \$43,955.34 via check number 4320246258, dated September
9, 2025. At the end of the term referenced in our Owner/Developer's Agreement, please return these funds to
101 Hilltop LLC, at the below address:

101 Hilltop, LLC
Attn: Sarah Liakos
4211 W Boy Scout Blvd Ste 620
Tampa, FL 33607

Thank you for your attention to this matter,



Solomon Isakov, Manager