

SUBJECT: US 301 & Stelling Phase 2 Off-Site **PI# 5750**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 11, 2024
CONTACT: Lee Ann Kennedy

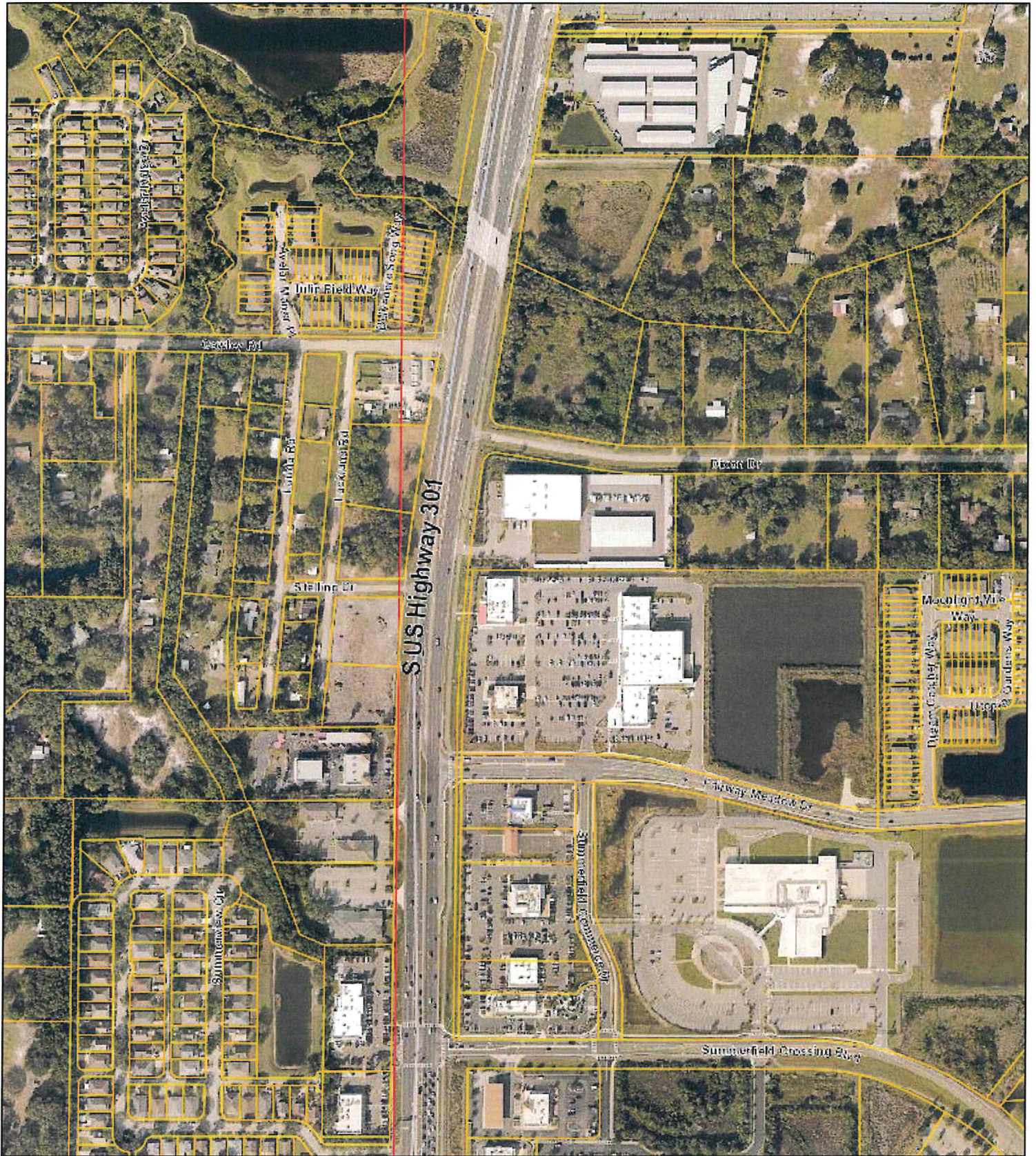
RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve US 301 & Stelling Phase 2 Off-Site located in Section 07, Township 31, and Range 20 (sidewalks and stormwater) 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 \$4,908.10 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

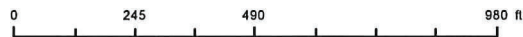
BACKGROUND:

On January 19, 2024, Permission to Construct was issued for US 301 & Stelling Phase 2 Off-Site, after construction plan review was completed on November 13, 2023. 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 Shops at Stelling North, LLC and the engineer is Campo Engineering, Inc.

Vacinity Map



April 18, 2024



Bob Henriquez, CFA

Hillsborough County Property Appraiser
This map is for assessment purposes only.
It is not a survey.

2021 Aerials

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Shops at Stelling North 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 & Stelling Phase 2, PID: 5750 (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:
Sidewalk Install, Swale Grading and Stormwater Piping on Lackland Road (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 9602615099, dated 2/14/2024 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

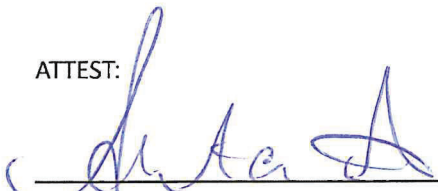
certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

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

Anita Acevedo

Printed Name of Witness



Witness Signature

Catherine M. Thompson

Printed Name of Witness

Owner/Developer:

By 

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

Joseph Bastin

Printed Name of Signer

Authorized Member

Title of Signer

13100 Lincoln Road, Riverview FL

Address of Signer

813-812-9500

Phone Number of Signer

CORPORATE SEAL

(When Appropriate)

CINDY STUART

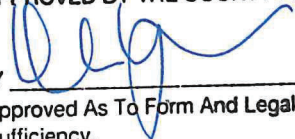
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

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
13th day of FEBRUARY, 2024, by Bastin Joseph as
(day) (month) (year) (name of person acknowledging)

Authorized member for Shops at Stelling North LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

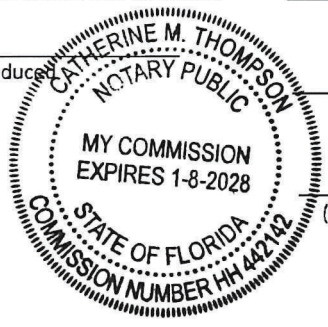
Personally Known OR Produced Identification

[Signature]
(Signature of Notary Public - State of Florida)

Catherine M. Thompson
(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of Identification Produced

(Notary Seal)



HH442142 1/8/2028
(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

(Notary Seal)

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

(Commission Number) (Expiration Date)

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



Date 02/14/2024

Void after 7 years

440

9602615099

Remitter: SHOPS AT STELLING NORTH LLC

Pay To The BOARD OF COUNTY COMMISSIONERS
Order Of:

Pay: FOUR THOUSAND NINE HUNDRED EIGHT DOLLARS AND 10 CENTS

** 4,908.10 **

Do not write outside this box

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9602615099⑈ ⑆044000037⑆ 758661326⑈

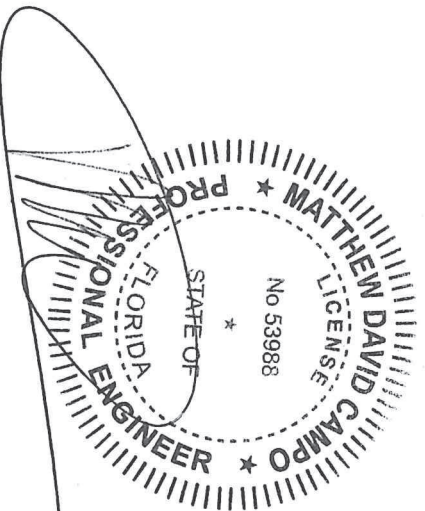
APPROVED BY THE COUNTY ATTORNEY

BY
Approved As To Form And Legal Sufficiency.

**CAMPO ENGINEERING
ENGINEERS COST ESTIMATE**

US 301 & Stelling Dr Phase 2
10438 Stelling Drive
Riverview, Florida 33579

<u>DESCRIPTION</u>	<u>BID QTY.</u>	<u>UM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Sidewalk - 5' Wide - 5" Thick	721	LF	\$30.00	\$21,630.00
Pervious Sidewalk - 5' Wide - 6" Thick	30	LF	\$35.00	\$1,050.00
S-5' FDOT Type C Grate Inlet	1	EA	\$12,500.00	\$12,500.00
18" RCP Storm Line	23	LF	\$87.00	\$2,001.00
14"x23" ERCP	85	LF	\$140.00	\$11,900.00
TOTAL COST				\$49,081.00
10% BOND				\$4,908.10



4/18/24