

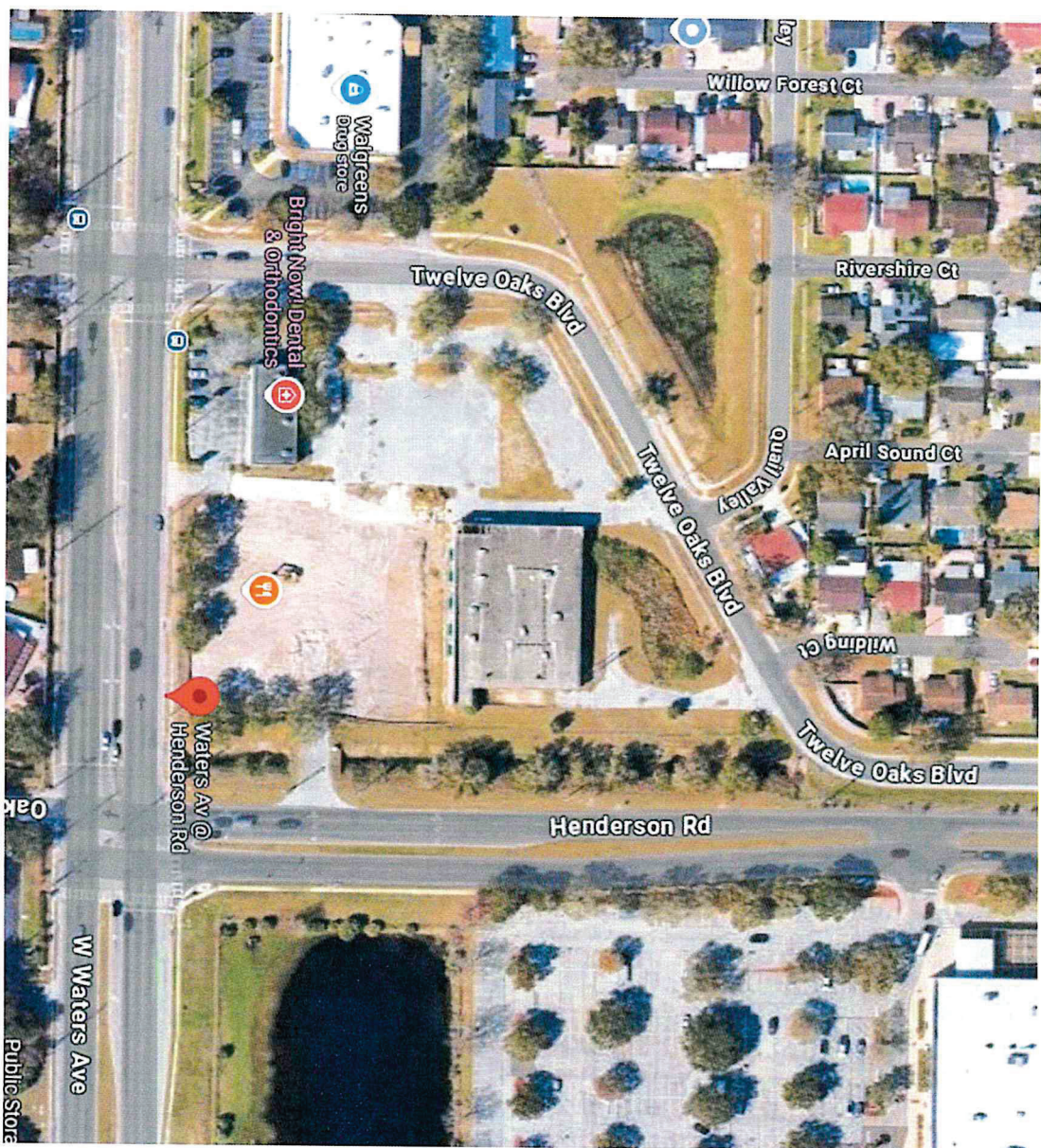
SUBJECT:	Henderson & Waters Off-Site PI#5053
DEPARTMENT:	Development Review Division of Development Services Department
SECTION:	Project Review & Processing
BOARD DATE:	March 11, 2025
CONTACT:	Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway and sidewalks) for Maintenance to serve Henderson & Waters Off-Site, located in Section 24, Township 28, and Range 17, 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 Check in the amount of \$5,454.10 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On August 12, 2020, Permission to Construct Prior to Platting was issued for Henderson & Waters Off-Site, after construction plan review was completed on April 9, 2020. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Phoenix Waters, LLC, and the engineer is Campo Engineering.



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

This Agreement made and entered into this, ____ day of _____, 20____, by and between
Phoenix Waters, 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 Henderson and Waters PID 5053 (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:
Henderson: new sidewalk and associated improvements per approved PID 5053

12 Oaks: Concrete median extension and associated striping per approved PID 5053

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 852738,
dated 2/10/2025 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 J McIlwain
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Ben Green

Jesse McInerney

Printed Name of Witness

Printed Name of Signer

Witness Signature

Manager

Title of Signer

Madison Nolan

99 E. Main St. Ste. 200, Franklin, TN 37064

Printed Name of Witness

Address of Signer

917-647-3872

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

By [Signature]
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, by Jesse McInerney as
(day) (month) (year) (name of person acknowledging)
Manager for Phoenix Waters, 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
Meghan Wordon
(Signature of Notary Public - State of Florida)

Type of Identification Produced
Meghan Wordon
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

14472485
(Commission Number) (Expiration Date)

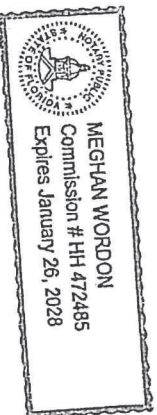
Individual Acknowledgement
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
12 day of December, 2024, by Jesse McInerney
(day) (month) (year) (name of person acknowledging)

☒ Personally Known OR ☐ Produced Identification
Meghan Wordon
(Signature of Notary Public - State of Florida)

Type of Identification Produced
Meghan Wordon
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)
14472485
(Commission Number) (Expiration Date)





Zebulon, GA

852738

REMITTER: P413 KNLD - CONYERS LLC

DATE 2/10/25

0762
SLP3458

PAY TO THE
ORDER OF

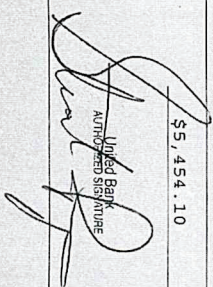
HILLSBOROUGH COUNTY BOCC

EXACTLY **5,454 AND 10/100 DOLLARS

\$5,454.10

OFFICIAL CHECK

THE PURCHASE OF AN INSURANCE BOND WILL BE REQUIRED BEFORE ANY
OFFICIAL CHECK OF THIS BANK WILL BE REPLENISHED OR REPAID IN
THE EVENT OF LOSS, MISPLACED OR SILENT.


United Bank
AUTHORIZED SIGNATURE

⑈00000852738⑈ ⑆061107515⑆ 15776⑆

Security features included. Details on back.

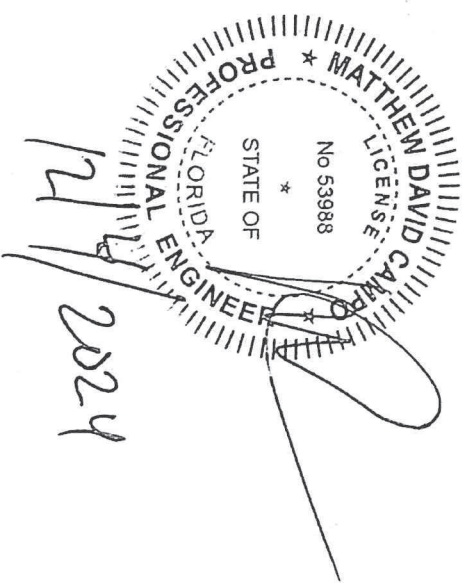
APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CAMPO ENGINEERING ENGINEERS COST ESTIMATE

Henderson & Waters Off-Site Work
6341 West Waters Ave, Tampa FL 33634
PID 5053

DESCRIPTION - Henderson	BID QTY.	UM	UNIT COST	TOTAL COST
SIDEWALK				\$36,286.00
Sidewalk(6" 3,000PSI)	3,398	SF	\$7.00	\$23,786.00
ADA Concrete Ramps	2	EA	\$1,150.00	\$2,300.00
Detectable Warning Mats	2	EA	\$425.00	\$850.00
Striping(Thermoplastic)	1	LS	\$1,850.00	\$1,850.00
Signs(1 - Stop sign & 1 - Red 9 button sign)	2	EA	\$250.00	\$500.00
Restoration - Sod	1,200	SF	\$1.00	\$1,200.00
Grading	1		\$2,200.00	\$2,200.00
Railing	60	LF	\$60.00	\$3,600.00
DESCRIPTION - 12 Oaks				TOTAL COST
ROADWAY COMPONENTS				\$18,225.00
Concrete Median	1	LS	\$16,725.00	\$16,725.00
Striping(Thermoplastic)	1	LS	\$1,500.00	\$1,500.00
TOTAL COST				\$54,511.00
10% BOND				\$5,451.10





February 10, 2025

VIA EMAIL

Hillsborough County, FL
Attn: Lee Ann Kennedy
P: (813) 307-4583
E: kennedyla@hcfl.gov

Re: Cash Bond Cover Letter – 6331 & 6341 W. Waters Ave. Tampa, FL 33634

Dear Lee Ann,

On February 10, 2025 Phoenix Waters, LLC sent a cashier's check in the amount of \$5,454.10 from P413 KNLD - Conyers, LLC (the "Remitter"). P413 KNLD – Conyers LLC is an 80% owning member of Phoenix Waters, LLC. This check is to be used as a cash bond for purposes required of Phoenix Waters, LLC at the above-mentioned properties. The check was sent via US Priority Mail, Tracking #9505 5104 5487 5041 2909 63. The check is scheduled to arrive Thursday. A copy of the check is attached to this letter.

Upon release of the bond, Hillsborough County is authorized to return the check to the Remitter at 2050 Bowman Park, Macon, GA 31210.

Feel free to reach out with any questions.

Very truly yours,

Phoenix Waters, LLC

Jesse McInerney – Manager

A handwritten signature in black ink, appearing to read "J McInerney", is written over a horizontal line.