

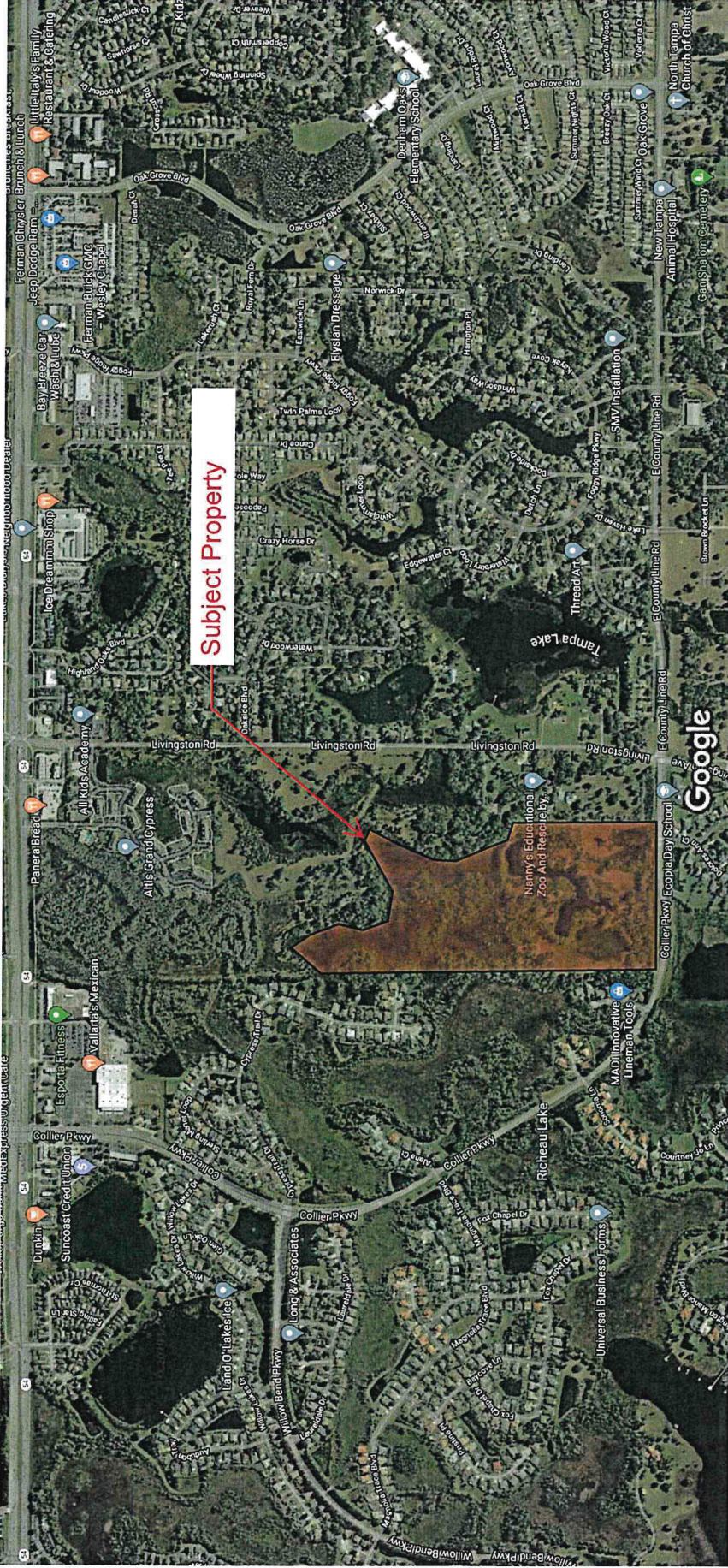
SUBJECT: Willow Reserve Off-Site **PI# 5519**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 3, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Willow Reserve Off-Site located in Section 32, Township 26, and Range 19 (roadway) 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 \$9,581.68 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On January 2, 2021, Permission to construct was issued for Willow Reserve Off-Site. 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 Check, which the County Attorney's Office has reviewed and approved. The developer is SDG South Acquisition, LLC and the engineer is Tampa Civil Design.



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 500 ft

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

This Agreement made and entered into this _____ day of _____, 20____, by and between SDG South Acquisition 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 Willow Reserve Offsite Roadway Improvements; 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 Willow Reserve Offsite Roadway Improvements are as follows: off-site roadway improvements

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, or _____
 - c. Cashier/Certified Check, number 204980, dated 9/22/2022, 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

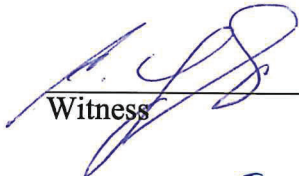
certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 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 22 day of September, 2022

ATTEST:

OWNER/DEVELOPER:



Witness



Authorized Corporate Officer or Individual



Witness

Ronald Scaglione

Name (typed, printed or stamped)

NOTARY PUBLIC

6300 SAGEWOOD DR. H-117

Address of Signer
PARK CITY UT 84098

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

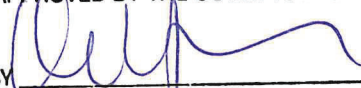
Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk
Owners Developers Warranty Agreement 050107.doc

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY



BY
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF UTAH

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 22nd day of September, 2022, by Ronald E. Scaglione and

respectively Manager of SDG SOUTH ACQUISITION, LLC., a limited liability company under the laws of the state of FLORIDA on behalf of the company. He and/or she is personally known to me or has produced Driver's License as identification and did take an oath.

JS

NOTARY PUBLIC

Sign: Jessica Seberg (Seal)

Print: Jessica Seberg

Title or Rank: Notary Public

Serial Number, if any: Commission # 715228



My Commission Expires: 11/10/2024

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF UTAH

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 22 day of September, 2022, by Ronald E. Scaglione, who is personally known to me or who has produced Driver's license as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Jessica Seberg (seal)

Print: Jessica Seberg

Title or Rank: Notary Public

Serial Number, if any: Commission # 715228



My Commission Expires: 11/10/2024

**FIRST
COMMUNITY
BANK**
Division of Starline Bank

PO Box 248 | Layton, UT 84041 | 801-813-1600

REMITTER SDG SOUTH ACQUISITION LLC
6300 SAGEWOOD DR SUITE H117
PARK CITY, UT 84098

EXACTLY **9,581 AND 68/100 DOLLARS

**PAY
TO THE
ORDER OF**

HILLSBOROUGH COUNTY BOCC



Cashier's Check

204980

Date: 9/22/22

Branch: 7380

\$9,581.68**

UnOiesi



⑈00204980⑈ ⑆292970825⑆ 2200004390675⑈

**FIRST
COMMUNITY
BANK**
Division of Starline Bank

PO Box 248 | Layton, UT 84041 | 801-813-1600

Cashier's Check

204980

DATE: 9/22/22

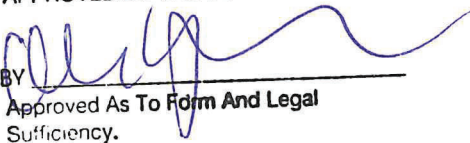
REMITTER: SDG SOUTH ACQUISITION LLC
6300 SAGEWOOD DR SUITE H117
PARK CITY, UT 84098

TO: HILLSBOROUGH COUNTY BOCC

BRANCH: 7380
ORIGINATOR: JSEBERG
TIME: 10:48:06
CK AMT: \$9,581.68
FEE AMT: \$.00
TOTAL: \$9,581.68

NON-NEGOTIABLE

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

SPECIFIC COST BREAKDOWN
FOR
OFF-SITE ROADWAY

Willow Reserve Off-Site

ROADS/CURBS/TRAFFIC COST ESTIMATE				
Item	QTY	Unit	Unit Price	Total
1" MILLING AND OVERLAY FULL WIDTH OF ROAD	26,000	SF	\$0.40	\$10,427.29
SIGNAGE AND STRIPPING	1	LS	\$17,187.83	\$17,187.83
3" ASPHALTIC CONCRETE TYPE SP-12.5	9,900	SF	\$2.58	\$25,523.93
8" CRUSHED CONCRETE (LBR 150)	7,900	LF	\$1.88	\$14,842.43
12" STABILIZATION (LBR 40)	18,500	SF	\$1.50	\$27,835.35
Total				\$95,816.83

WARRANTY BOND REQUIRED = $\$95,816.83 * 10\% = \9581.68


ENGINEER SIGNATURE AND SEAL

