

SUBJECT: Seffner Self Storage Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 7, 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 (watermain) 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 Seffner Self Storage Off-Site located in Section 11, 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 \$2,629.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

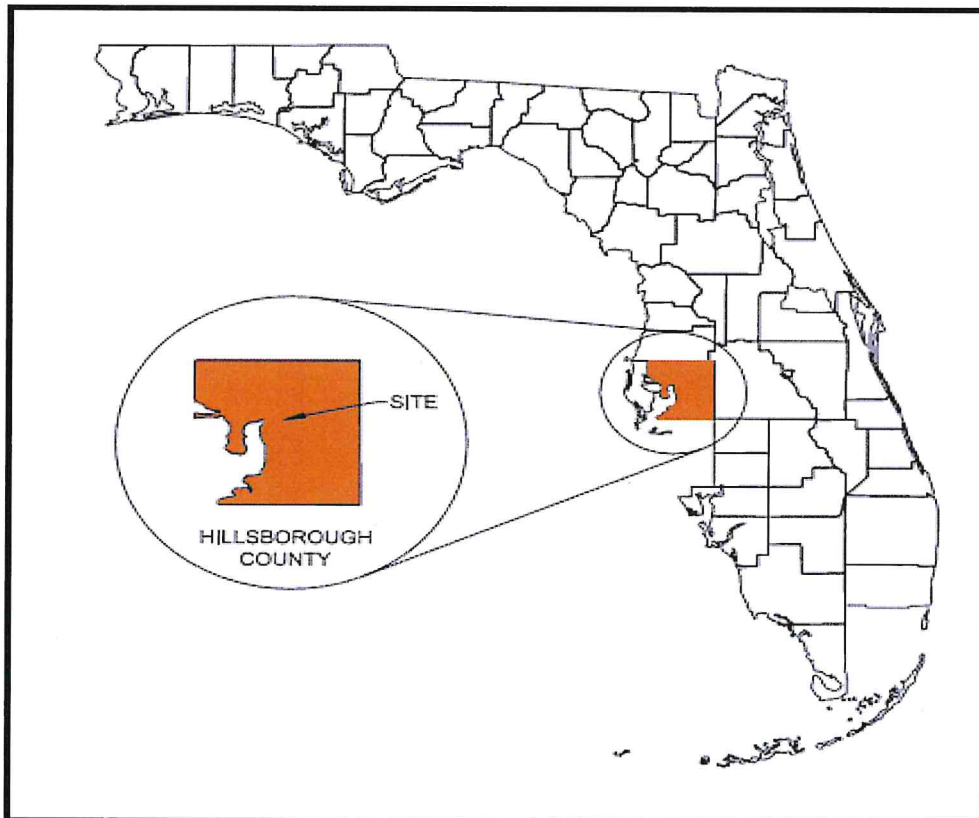
BACKGROUND:

On April 26, 2021, Permission to construct was issued for Seffner Self Storage 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 Check, which the County Attorney's Office has reviewed and approved. The developer is PPF SS 1601 South Kingsway Road, LLC and the engineer is Landmark Engineering & Surveying Corporation.

Seffner Self Storage

PI No. 5553 Folio No. 063836-0000

Vicinity Map



Vicinity Map

NOT TO SCALE



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

This Agreement made and entered into this _____ day of _____, 20____, by and between **PPF SS 1601 South Kingsway Road, 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 **SEFFNER SELF STORAGE**; 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

SEFFNER SELF STORAGE are as follows: off-site utility extension.

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 April ____, 2022, with PPF SS 1601 South Kingsway Road, LLC as Principal, and Surety Company as Surety, or
 - c. Cashier/Certified Check, number 1019490497_____, dated 04/22/2022_____, 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 26th day of April, 2022.

ATTEST:

OWNER/DEVELOPER:

PPF SS 1601 South Kingsway Road, LLC

Joe Lynn
Witness

[Signature]
Authorized Corporate Officer or Individual

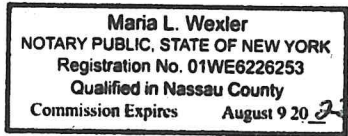
Witness

Stanley Bonilla
Name (typed, printed or stamped)

Maria L. Wexler
NOTARY PUBLIC

3384 Peachtree Road, NE Suite 400
Atlanta, GA 30326

Address of Signer



(631) 539-0200
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

Bank of America, N.A.
San Antonio, Texas
Deposit Services
318-0005594 SC

VOID after 90 days

30-1/1140

DATE

04/22/22 04:26:04 PM

PAY ONLY **2629 00** CTSCTS

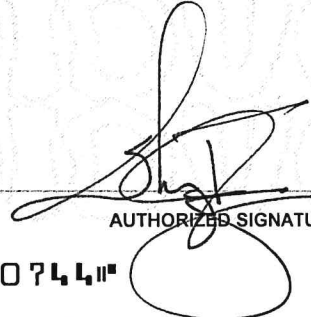
****\$2,629.00****

PAY Two thousand six hundred twenty nine dollars and 00/100

To The Order Of
HILLSBOROUGH COUNTY BOCC
SEFFNER SURETY BOND
PPF SS 1601 SOUTH KINGSWAY ROAD LLC
SR1-42180283973

VOID Over \$2,629.00

Remitter: SAFEGUARD OPERATIONS LLC

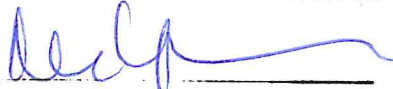


AUTHORIZED SIGNATURE

⑈ 1019490497 ⑆ 114000019⑆ 001641000744⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficientcy.

00-12-2382.B 02-2019

PPF SS 1601 South Kingsway Road, LLC
1522 Old Country Road
Plainview, NY 11803

May 18, 2022

Ms. Lee Ann Kennedy
Hillsborough County
Development Services
601 E. Kennedy Blvd, 19th Floor
Tampa, FL 33602

RE: Seffner Self Storage
Folio: 63836 PI: 5553

Dear Ms. Kennedy;

The cashier checks submitted for the above referenced project in the name of Safeguard Operations LLC. can be returned to PPF SS 1601 South Kingsway Road, LLC Construction at the following address:

1522 Old Country Road, Plainview, NY 11803

Should you have any questions, please don't hesitate to contact me.

Sincerely,

Stanley Bonilla,

A handwritten signature in black ink, appearing to be 'S Bonilla', with a long horizontal flourish extending to the right.

Senior Vice President of Development

**SEFFNER SELF STORAGE
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - WATER MAIN	\$26,290.00
TOTAL (SCHEDULE A)	\$26,290.00
10% WARRANTY BONDING	\$2,629.00



**SEFFNER SELF STORAGE
WARRANTY ESTIMATE**

SCHEDULE B - WATER MAIN

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	185	LF	6" DIP	\$38.00	\$7,030.00
2	64	EA	16" CASING	\$125.00	\$8,000.00
3	1	EA	FIRE HYDRANT	\$5,525.00	\$5,525.00
4	4	EA	6" GATE VALVE	\$1,265.00	\$5,060.00
5	1	EA	2" GATE VALVE	\$675.00	\$675.00
TOTAL STORM DRAINAGE SYSTEM					\$26,290.00