

<b>SUBJECT:</b>	Westbrook Avenue Office Building Off-Site <b>PI#2006</b>
<b>DEPARTMENT:</b>	Development Review Division of Development Services Department
<b>SECTION:</b>	Project Review & Processing
<b>BOARD DATE:</b>	March 11, 2025
<b>CONTACT:</b>	Lee Ann Kennedy

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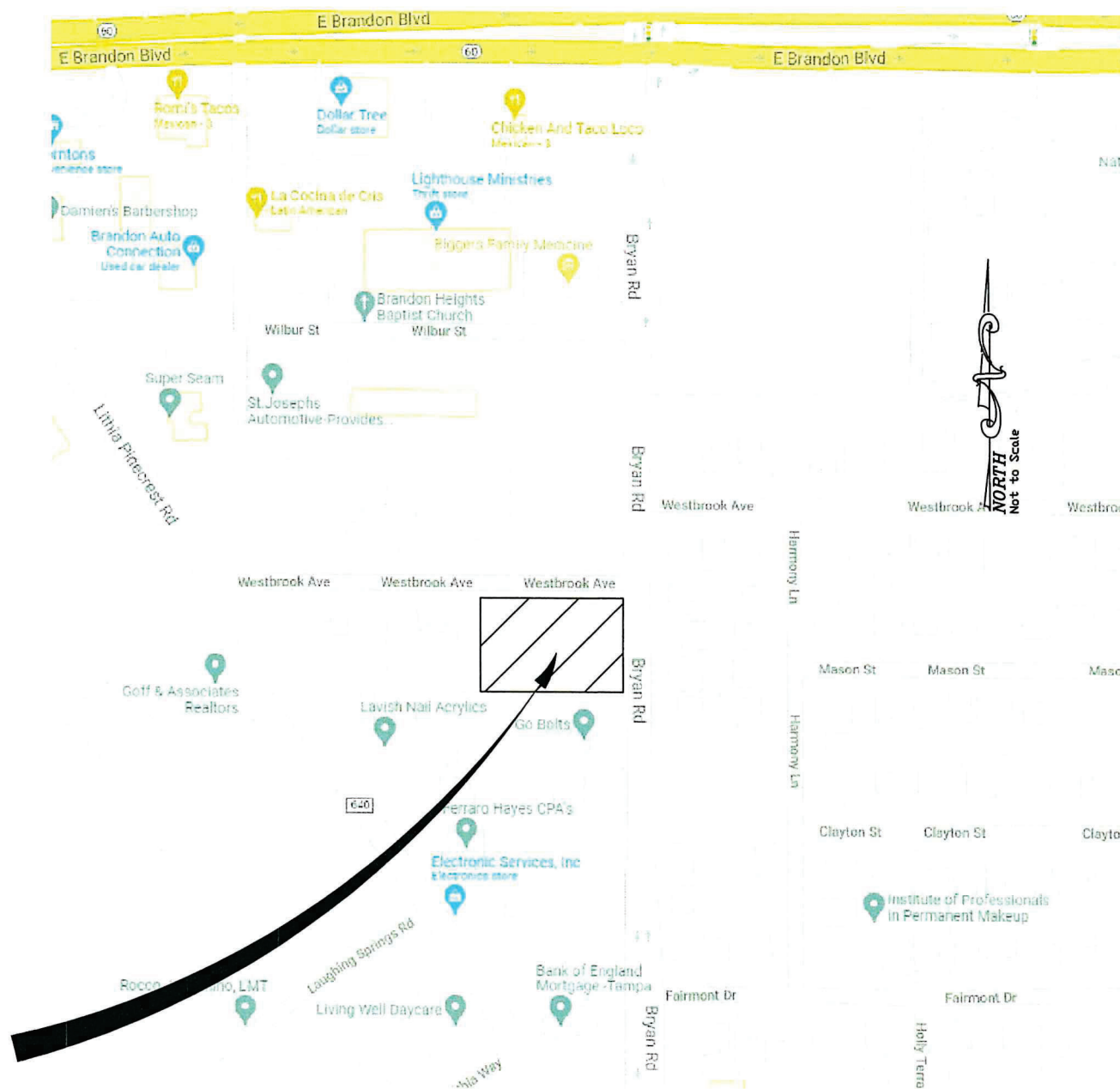
**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (foremain) for Maintenance to serve Westbrook Avenue Office Building Off-Site, located in Section 26, 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 Cashier's Check in the amount of \$3,771.23 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

**BACKGROUND:**

On June 16, 2023, Permission to Construct Prior to Platting was issued for Westbrook Avenue Office Building Off-Site, after construction plan review was completed on May 18, 2023. The developer has submitted the required Cashier's Check, which the County Attorney's Office has reviewed and approved. The developer is B & V Holdings, LLC, and the engineer is Brad Design Engineering Inc.

SITE



## VICINITY MAP

N.T.S.

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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
B & V Holdings, 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 Westbrook Avenue Office Building (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:  
An offsite 387 lf 4" PVC Force Main Extension and the associated valves and fittings.

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 12059278, dated 12/11/2024 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 

Carrie J. Smith

Printed Name of Witness

Witness Signature 

Keaton Roberts

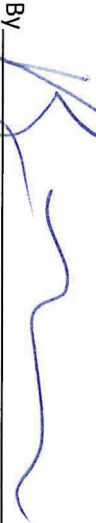
Printed Name of Witness

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)

**Brian Sefcik**

Printed Name of Signer

**Managing Member**

Title of Signer

708 Lithia Pinecrest Road Ste 103, Brandon, FL 33511

Address of Signer

**813-918-1786**

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  
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

13 day of February, 2025, by Brian Seftik as  
(day) (month) (year) (name of person acknowledging)  
Managing Member for B&V Holdings 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

Type of Identification Produced



Cari J. Stitt  
(Signature of Notary Public - State of Florida)

Cari J. Stitt  
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 204686 3-7-26  
(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

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number) (Expiration Date)



67-98/532

12059278

# CASHIER'S CHECK

PAY TO THE ORDER OF HILLS CO. BOCC

DATE 12/11/2024

\$3,771.23

3,771.23 DOLLARS

NOTICE TO THE CUSTOMER:  
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS PRIOR TO THE REISSUANCE OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.

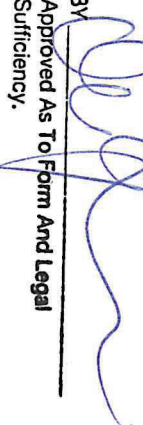
REMITTER: B & V HOLDINGS, LLC



*Carrie Crane*  
AUTHORIZED SIGNATURE

⑈ 12059278⑈ ⑆063114030⑆ 2200830098⑈

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.



Westbrook Ave. Office Building  
Offsite Utility Improvements  
Cost Estimate

Item	Quantity	Unit	Unit Cost	Total Cost
Water Distribution				
2" Blue PE	45	If	\$15.00	\$675.00
3" HDPE Casing	37	If	\$35.00	\$1,295.00
2" Gate Valve	4	Each	\$1,024.80	\$4,099.20
2" Tee	1	Each	\$420.00	\$420.00
2" 90-deg Bend	2	Each	\$360.00	\$720.00
4" x 2" Tapping, Sleeve	1	Each	\$2,500.00	\$2,500.00
Subtotal				\$9,709.20
Force Main				
4" PVC	387	If	\$41.50	\$16,060.50
4" Tee	2	Each	\$500.00	\$1,000.00
4" Plug Valve	7	Each	\$600.00	\$4,200.00
4" Cap	1	Each	\$250.00	\$250.00
12" Steel Casing	60	If	\$108.21	\$6,492.60
Subtotal				\$28,003.10
Total				\$37,712.30
10% Warranty Required				\$3,771.23

BRETT R HEDSTROM, P.E.  
STATE OF FLORIDA PROFESSIONAL  
ENGINEER, LICENSE NO. 35062

THIS ITEM HAS BEEN DIGITALLY  
SIGNED BY BRETT R HEDSTROM,  
FLORIDA P.E. AS A LICENSED THIRD PARTY  
DIGITAL, ID ISSUED BY: JRC CA-2  
EXPIRES 2027.12.01

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
UNLESS THE SIGNATURE IS VERIFIED  
ON ANY ELECTRONIC COPIES.

Digitally signed by  
Brett R Hedstrom  
Date: 2024.12.11  
12:02:54 -05'00'

Brett R. Hedstrom, P.E.