

SUBJECT: Hindu Village Off-Site **PI#3524**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 11, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water and wastewater) for Maintenance to serve Hindu Village Off-Site, located in Section 18, Township 28, and Range 18, 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 \$3,765.50 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On February 13, 2020, Permission to Construct Prior to Platting was issued for Hindu Village Off-Site, after construction plan review was completed on December 20, 2019. The developer has submitted the required Cashier's Check, which the County Attorney's Office has reviewed and approved. The developer is Build Well, LLC, and the engineer is Landmark Engineering & Survey Corporation.

Hindu Village
Folio No. 23812.5000
Section: 18 / Township: 28 / Range: 18
Project ID# 3524
SR# 16-0280
ROW# 27594W



Vicinity Map

SUBDIVIDER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20_____, by and between Build Well, LLC, hereinafter referred to as the "Subdivider" 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 established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC authorizes the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Subdivider in conjunction with 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 Subdivider has completed certain off-site improvement facilities in conjunction with the subdivision known as Hindu Village (hereafter, the "Subdivision"); and

WHEREAS, pursuant to the LDC, the Subdivider has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Subdivider 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 Subdivider has offered to warrant 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 Subdivider as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Subdivider and the County agree as follows:

1. The terms, conditions and regulations contained in the Hillsborough County Land Development Code, 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 Subdivider agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Subdivider 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 LDC. The off-site improvement facilities, constructed in conjunction with the Subdivision are as follows:

Water Distribution System and Sanitary Sewer System

3. The Subdivider agrees to, and in accordance with the requirements of the LDC, 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 _____,
- b. A Warranty Bond, number _____ dated, _____
_____ with _____
_____ by order of _____
_____, or
- c. Cashier/Certified Check, number 5509160495, dated 12/20/2024
which shall be deposited by the County into a non-interest bearing
escrow account upon receipt. No interest shall be paid to the
Subdivider 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 Subdivider shall fail or neglect to fulfill its obligations under this Agreement and as required by the LDC, the Subdivider 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 Subdivider's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the LDC, to accept the off-site improvement facilities for maintenance, at such time as:
 - a. The Engineer-of-Record for the Subdivider 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 the 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 the 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.
- 8. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 9. This document contains the entire agreement of these 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:

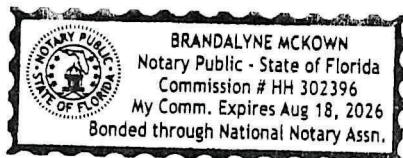
Cheryl D. Zihmer
Witness Signature

Cheryl D. Zihmer
Printed Name of Witness

Janet Medeiros
Witness Signature

Janet Medeiros
Printed Name of Witness

NOTARY PUBLIC



CORPORATE SEAL

(When Appropriate)

ATTEST:

Clerk of the Circuit Court

By: _____
Deputy Clerk

Subdivider:

By: Paresh Joshi
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Paresh Joshi
Name (typed, printed or stamped)

President
Title

12826 Big Sur Dr., Tampa, FL 33625
Address of Signer

813-318-2626
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

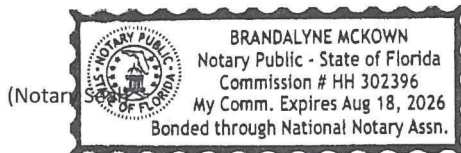
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

13th day of January, 2025, by Paresh Joshi as
(day) (month) (year) (name of person acknowledging)

President for Build Well, 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

n/a
Type of Identification Produced



Brandalyne McKown
(Signature of Notary Public - State of Florida)

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

HH302396
(Commission Number)

August 18, 2026
(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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)



CASHIER'S CHECK

12/20/2024

61-1/620

5509160495

BUILD WELL LLC / FOR WARRANTY-HINDU VILLAGE
Purchaser / Purchased For

THREE THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND 50 CENTS

PAY TO THE ORDER OF: HILLSBOROUGH COUNTY BOCC.

\$3,765.50



[Signature]

Regions Bank

Authorized Signature

Branch FL00084
CC084100

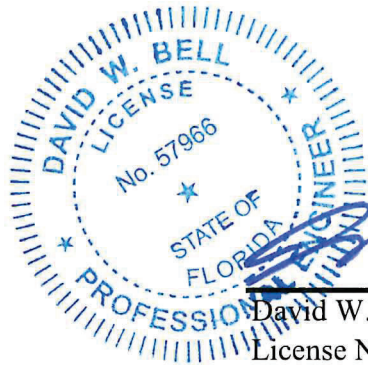
⑈ 5509160495 ⑈ ⑆ 06200019⑆ 0000742651 ⑈


APPROVED BY THE COUNTY ATTORNEY
BY *[Signature]*
Approved As To Form And Legal Sufficiency.

**HINDU VILLAGE
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - WATER DISTRIBUTION SYSTEM	\$20,600.00
SCHEDULE B - SANITARY SEWER SYSTEM	\$17,055.00
TOTAL (SCHEDULES A - B)	\$37,655.00
10% WARRANTY BONDING	\$3,765.50




David W. Bell
License No. 57966

**HINDU VILLAGE
WARRANTY ESTIMATE**

SCHEDULE A - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	Fire Hydrant	\$6,500.00	\$6,500.00
2	1	EA	Blow off	\$2,500.00	\$2,500.00
3	3	EA	6" in Gate Valve	\$2,500.00	\$7,500.00
4	1	EA	6" x 6" Tee	\$750.00	\$750.00
5	37	LF	6" DIP	\$50.00	\$1,850.00
6	2	EA	6" 22.5 Bends	\$750.00	\$1,500.00

TOTAL WATER DISTRIBUTION SYSTEM **\$20,600.00**

**HINDU VILLAGE
WARRANTY ESTIMATE**

SCHEDULE B - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	4" 45 Bend	\$550.00	\$550.00
2	39	LF	4" C900	\$45.00	\$1,755.00
3	35	LF	10" Casing	\$200.00	\$7,000.00
4	1	EA	4" x 4" Tee	\$550.00	\$550.00
5	4	EA	4" Plug Valves	\$1,800.00	\$7,200.00

TOTAL SANITARY SEWER SYSTEM **\$17,055.00**