

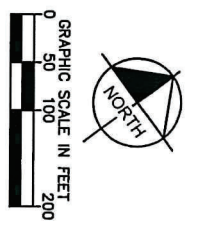
SUBJECT: WaWa at Hillsborough and Double Branch Off-Site **PI#6213**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: August 12, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, turnlane, water and wastewater) for Maintenance to serve WaWa at Hillsborough and Double Branch Off-Site, located in Section 19, 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 Warranty Letter of Credit in the amount of \$24,790.72 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On December 21, 2023, Permission to Construct was issued for WaWa at Hillsborough and Double Branch Off-Site, after construction plan review was completed on November 30, 2023. The developer has submitted the required Letter of Credit, which the County Attorney's Office has reviewed and approved. The developer is WPG Double Branch, LLC and the engineer is Kimley Horn.



WAWA AT HILLSBOROUGH AND DOUBLE BRANCH

HILLSBOROUGH COUNTY, FLORIDA

VICINITY MAP

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
WPG-Double Branch, 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 Wawa at Hillsborough and Double Branch
(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:

Widening of Double Branch Rd to construct a Right-Turn Lane and Traffic Separators. Installation of Water line to meter and Force main line to demarcation valve.

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 S30004651, dated JULY 3, 2025,
with HILLSBOROUGH COUNTY by order of _____
WPG-DOUBLE BRANCH, LLC, or
 - b. A Warranty Bond, dated _____ with _____
as Principal, and _____ as Surety, and
 - c. Cashier/Certified Check, number _____,
dated _____ 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

SARAH M. LAKOS

Printed Name of Witness



Witness Signature

KATHLEEN HUPP

Printed Name of Witness

Owner/Developer:

By Michael T. Wagner

Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Michael Wagner

Printed Name of Signer

Manager

Title of Signer

4211 W Boy Scout Road, Suite 620, Tampa, FL 33607

Address of Signer

(813) 284-7978

Phone Number of Signer

CORPORATE SEAL

(When Appropriate)

VICTOR D. CRIST

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

Deputy Clerk

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY



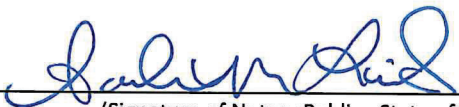
BY _____
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
27TH day of JUNE, 2025, by MICHAEL T WAGNER as
(day) (month) (year) (name of person acknowledging)
MANAGER for WPG-DOUBLE BRANCH, 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


(Signature of Notary Public - State of Florida)

Type of Identification Produced



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

HH212257 2/14/26
(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)



JULY 03, 2025

VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: S30004651

BENEFICIARY:
HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA
ATTN: HILLSBOROUGH COUNTY BOCC
601 E. KENNEDY BLVD.
TAMPA, FL 33602

APPLICANT:
WPG DOUBLE BRANCH LLC AND
WAGNER PROPERTY GROUP LLC
4211 W. BOY SCOUT BOULEVARD, SUITE 620
TAMPA, FL 33607

AMOUNT: U.S. \$24,790.72 (UNITED STATES DOLLARS TWENTY FOUR THOUSAND
SEVEN HUNDRED NINETY AND 72/100)
EXPIRATION DATE: SEPTEMBER 12, 2027 AT OUR COUNTERS AT 350 MADISON
AVENUE, 3RD FLOOR, NEW YORK, NY 10017

WE HEREBY ESTABLISH OUR IRREVOCABLE, STANDBY LETTER OF CREDIT IN YOUR
FAVOR WHICH IS AVAILABLE WITH US AT OUR OFFICE INDICATED HEREIN BY SIGHT
PAYMENT. IT IS AVAILABLE AGAINST PRESENTATION OF BENEFICIARY'S DRAFT(S)
DRAWN ON US AT SIGHT, ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A WRITTEN STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED
REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC MARKED "ORIGINAL", READING:
"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY
BOCC, HEREBY CERTIFIES THAT THE AMOUNT OF THE PRESENT DRAWING UNDER
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004651, ISSUED BY VALLEY
NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS WPG
DOUBLE BRANCH LLC HAS DEFAULTED UNDER THE TERMS AND CONDITIONS OF THE
OWNER/DEVELOPER'S AGREEMENT FOR ON-SITE AND OFF-SITE IMPROVEMENTS IN
CONNECTION WITH THE WAWA GROUND LEASE SITE DEVELOPMENT BETWEEN
HILLSBOROUGH COUNTY BOCC AND WPG DOUBLE BRANCH LLC DATED _____,
(TO BE INSERTED)".

2. THIS ORIGINAL OF THIS LETTER OF CREDIT INCLUDING ANY AND ALL
ORIGINAL AMENDMENTS THERETO.

ALL DRAFTS MUST BE MARKED AS "DRAWN UNDER VALLEY NATIONAL BANK
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004651 DATED JULY 3, 2025".

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDER OF
DRAFT(S) DRAWN UNDER AND NEGOTIATED IN COMPLIANCE WITH THE TERMS OF THIS
LETTER OF CREDIT SHALL BE DULY HONORED UPON DUE PRESENTATION TO US.

THIS LETTER OF CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR
DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF



OUR REF NO: S30004651

DATE: July 03, 2025

COMMERCE PUBLICATION NO. 600, AND ANY SUBSEQUENT REVISIONS THEREOF
APPROVED BY A CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE AND
ADHERED TO BY US.

VERY TRULY YOURS,

VALLEY NATIONAL BANK

A handwritten signature in black ink, appearing to read 'Keith Stapleton', written over a horizontal line.

NAME: KEITH STAPLETON
TITLE: FIRST VICE PRESIDENT

A handwritten signature in black ink, appearing to read 'Frank Chu', written over a horizontal line.

NAME: FRANK CHU
TITLE: FIRST VICE PRESIDENT

APPROVED BY THE COUNTY ATTORNEY

A handwritten signature in blue ink, appearing to read 'Dee', written over a horizontal line.

Approved As To Form And Legal
Sufficiency.

as amended



DATE: JULY 15, 2025

BENEFICIARY:

HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
601 E KENNEDY BLVD.
TAMPA, FL 33602

AMENDMENT NUMBER: 1

OUR L/C NO.: S30004651

WE HAVE AMENDED THE CAPTIONED LETTER OF CREDIT FOR THE ACCOUNT OF:
WPG DOUBLE BRANCH LLC AND WAGNER
PROPERTY GROUP LLC
4211 W. BOY SCOUT BLVD., SUITE 620
TAMPA, FL 33607


AMENDED TERMS AND CONDITIONS:

A WRITTEN STATEMENT IN THE BULLET NO. 1 IS HEREBY DELETED IN ITS
ENTIRETY AND REPLACED WITH THE FOLLOWING:

1. A WRITTEN STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED
REPRESENTATIVE OF HILLSBOROUGH COUNTY BOCC MARKED "ORIGINAL", READING:
"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF HILLSBOROUGH COUNTY
BOCC, HEREBY CERTIFIES THAT THE AMOUNT OF THE PRESENT DRAWING UNDER
IRREVOCABLE STANDBY LETTER OF CREDIT NO. S30004651, ISSUED BY VALLEY
NATIONAL BANK REPRESENTS THE AMOUNT DUE HILLSBOROUGH COUNTY BOCC AS WPG
DOUBLE BRANCH LLC HAS DEFAULTED UNDER THE TERMS AND CONDITIONS OF THE
OWNER/DEVELOPER'S AGREEMENT FOR OFF-SITE IMPROVEMENTS IN CONNECTION WITH
THE WAWA GROUND LEASE SITE DEVELOPMENT BETWEEN HILLSBOROUGH COUNTY BOCC
AND WPG DOUBLE BRANCH LLC DATED _____, _____ (TO BE INSERTED)".


THIS AMENDMENT MUST BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE
ORIGINAL CREDIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.


NAME: RONALD BARGIEL
TITLE: FIRST VICE PRESIDENT


NAME: FRANK CHU
TITLE: FIRST VICE PRESIDENT

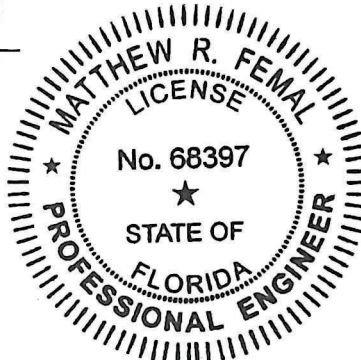
APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Engineer's Opinion of Probable Cost				
Project: Wawa at Hillsborough and Double Branch				
PID# 6213		Date: 7/07/2025		
Description: Engineers opinion of probable cost estimate is based on the improvements lying within Hillsborough County Right of Way.				
Materials	Unit	Unit Cost	Quantity	Total Cost
Roadway				
Milling Existing Asphalt	SY	\$16.00	883	\$14,128.00
Stabilization	SY	\$13.10	598	\$7,833.80
Base Group 9	SY	\$37.37	598	\$22,347.26
1.5" Type FC-TL-C 12.5	SY	\$21.22	1,476	\$31,320.72
2.5" Type SP-TL-C 9.5	SY	\$28.40	645	\$18,318.00
Striping & Signage	LS	\$13,326.00	1	\$13,326.00
Type F Curb (Hand Formed) & Valley Curb	LF	\$31.00	720	\$22,320.00
Traffic Separator	LF	\$225.40	175	\$39,445.00
ROW Sidewalk	SF	\$10.93	2,524	\$27,587.32
18" RCP	LF	\$85.70	16	\$1,371.20
Storm Manhole	EA	\$9,099.44	1	\$9,099.44
FDOT Type 9 Inlet (425-024)	EA	\$10,553.27	1	\$10,553.27
Forcemain				
4" Plug Valve	EA	\$1,087.50	4	\$4,350.00
4"x4" Tee	EA	\$241.89	2	\$483.78
Joint Restraints	EA	\$67.36	13	\$875.68
4" C900 DR-18 Pipe	LF	\$24.60	58	\$1,426.80
12" Steel Casing	LF	\$162.00	50	\$8,100.00
4" 90 Degree Bend	EA	\$426.00	2	\$852.00
Watermain				
2" Gate Valve	EA	\$206.95	3	\$620.85
2"x2" Tee	EA	\$64.03	1	\$64.03
2" 90 Degree Bend	EA	\$313.54	5	\$1,567.70
2" HDPE	LF	\$110.77	20	\$2,215.40
6" Wet Tap Assembly	EA	\$2,483.14	1	\$2,483.14
Joint Restraints	EA	\$40.24	12	\$482.88
Fire Hydrant	EA	\$4,200.00	1	\$4,200.00
6" D.I.P	LF	\$115.82	6	\$694.92
6" Gate Valve	EA	\$1,840.00	1	\$1,840.00
Total				\$247,907.19
Maintenance Bond 10%				\$24,790.72
The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its cost estimate.				

Matthew R. Femal

Matthew R. Femal
FL P.E. 68397
Project Manager





**Hillsborough
County Florida**
Development Services

Engineer of Record Certification of Construction Completion

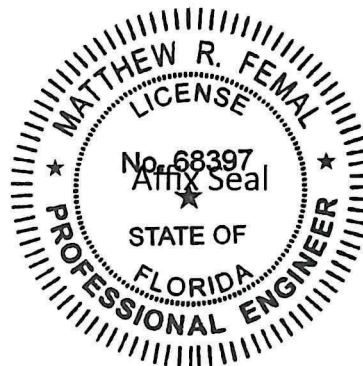
I, Matthew R. Femal, P.E., hereby certify that I am associated with the firm of Kimley-Horn and Associates, Inc.. I certify that construction of the Improvement Facilities, at Wawa at Hillsborough and Double Branch (PID# 6213) have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 7 day of July, 2025

Matthew R. Femal

(signature)

Florida Professional Engineer No. 68397



No County agreement, approval or acceptance is implied by this Certification.