

SUBJECT: Racetrack Road Storage Off-Site **PI#6327**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 7, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water, wastewater and roadway) for Maintenance to serve Racetrack Road Storage Off-Site, located in Section 07, 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 Check in the amount of \$4,858.73 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On March 24, 2023, Permission to Construct Prior to Platting was issued for Racetrack Road Storage Off-Site, after construction plan review was completed on January 6, 2023. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is BH Storage Racetrack, LLC and the engineer is Native Engineering, PLLC.



LOCATION 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 BH Storage Racetrack, 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 Racetrack Road Storage (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:

Force Main connection, Water Main connection and associated Roadway work.

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 518871914-1, dated 11/7/24 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:

Owner/Developer:



 Witness Signature

By 

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



 Printed Name of Witness

Jon Baldwin

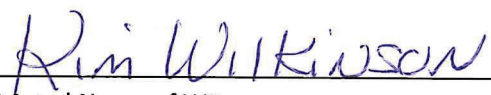
 Printed Name of Signer



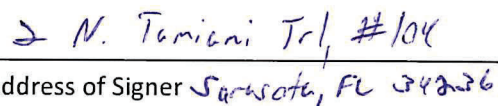
 Witness Signature

Manager

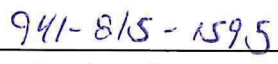
 Title of Signer



 Printed Name of Witness



 Address of Signer



 Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
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.

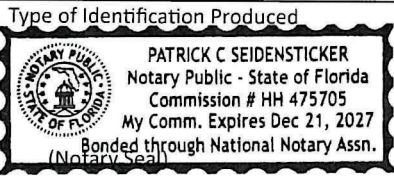
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
11 day of November, 2024, by Jon Baldwin as
(day) (month) (year) (name of person acknowledging)
Manager for BH Storage Race track
(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]
(Signature of Notary Public - State of Florida)



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

(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)

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED COCK DOES APPEAR WHEN HEATED

68-236/514

TRUIST 

Official Check

5304103380

Purchaser RK DEVELOPMENT PARTNERS LLC

Date December 11, 2024

Cost Center 8551205

Pay **FOUR THOUSAND EIGHT HUNDRED FIFTY EIGHT
DOLLARS and 73 CENTS**

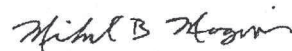
\$4858.73

To the Order of HILLSBOROUGH COUNTY BOCC

Truist Bank is an Authorized Agent

Memo PROJECT #6327 / HC-ROW 22-0001473

Truist Bank



Payable at Truist Bank

Authorized Signature

⑈ 5304 103380 ⑈

⑆ 05 1402369 ⑆

⑆ 340007677197 ⑈

OC50037430428 / 03-01-2021

**ENGINEER'S ESTIMATE for
Race Track Rd Storage**

DATE: November 5, 2024

SCHEDULE "A" PAVING

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
1	20" CRUSHED CONCRETE BASE	SY	21	\$55.00	\$1,155.00
2	2" ASPHALT CONCRETE (SP-12.5)	SY	21	\$27.50	\$577.50
3	MILL & RESURFACE 1" ASPHALT	TN	31	\$200.00	\$6,200.00
4	STRIPING	LS	1	\$500.00	\$500.00
TOTAL SCHEDULE "A"					\$8,432.50

SCHEDULE "B" WATER DISTRIBUTION

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
1	6" x 12" Tee (POC)	EA	1	\$1,357.00	\$1,357.00
2	6" DIP	LF	136	\$42.50	\$5,780.00
3	16" STEEL CASING	LF	103	\$265.00	\$27,295.00
4	6" GATE VALVE	EA	2	\$750.00	\$1,500.00
5	2" RESILIENT SEAT GATE VALVE	EA	1	\$750.00	\$750.00
6	2" PE	LF	12	\$14.40	\$172.80
TOTAL SCHEDULE "B"					\$36,854.80

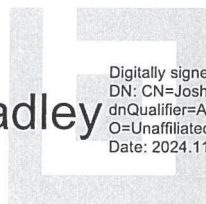
SCHEDULE "C" SANITARY SEWER

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
1	6" x 4" TAPPING SLEEVE & VALVE	EA	1	\$1,500.00	\$1,500.00
2	4" FORCE MAIN (C-900 PVC)	LF	24	\$25.00	\$600.00
3	4" PLUG VALVE	EA	1	\$1,200.00	\$1,200.00
TOTAL SCHEDULE "C"					\$3,300.00

SUMMARY OF SCHEDULES

SCHEDULE "A " PAVING	\$8,432.50
SCHEDULE "B" WATER DISTRIBUTION	\$36,854.80
SCHEDULE "C" SANITARY SEWER	\$3,300.00
TOTAL ESTIMATE AMOUNT	\$48,587.30

Joshua S Bradley



Digitally signed by Joshua S Bradley
 DN: CN=Joshua S Bradley,
 dnQualifier=A01410D00000192D32315480006B894,
 O=Unaffiliated, C=US
 Date: 2024.11.05 18:06:02-05'00'



**Hillsborough
County Florida**
Development Services

Engineer of Record Certification of Construction Completion

I, Josh Bradley, PE, hereby certify that I am associated with the firm of Native Engineering, PLLC. I certify that construction of the Improvement Facilities, at Race Track Rd Storage Project 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 31 day of October, 2024

Joshua S Bradley

Digitally signed by Joshua S Bradley
DN: CN=Joshua S Bradley,
dnQualifier=A01410D00000192D32315480006B894,
O=Unaffiliated, C=US
Date: 2024.10.31 23:41:50-04'00'

(signature)

Florida Professional Engineer No. 60020

Affix Seal

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