

SUBJECT: Wiggins Road Logistics Center Off-Site **PI# 6069**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 13, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Wiggins Road Logistics Center Off-Site located in Section 01, Township 29, and Range 22 (turnlane) for Maintenance 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 \$31,349.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On April 29, 2022, Permission to construct was issued for Wiggins Road Logistics Center Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Check, which the County Attorney's Office has reviewed and approved. The developer is TA Fancy Farms II, LLC and the engineer is Aurora Civil Engineering, Inc.

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

This Agreement made and entered into this ____ day of _____, 20____, by and between TA Fancy Farms II, 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 Wiggins Road Logistics Center (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:

Turn Lane

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 0260511017, dated 10/18/2022 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:

Manoukian
Witness Signature

Tayling Manoukian
Printed Name of Witness

Megan E Beaulé
Witness Signature

Megan E Beaulé
Printed Name of Witness

Owner/Developer:

By *Scott D. Dwyer*
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Printed Name of Signer

Title of Signer

One Federal St., 17th floor, Boston, MA 02111
Address of Signer

(617) 476-2700
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 *[Signature]*
Approved As To Form And Legal
Sufficiency. 3 of 4

Representative Acknowledgement

STATE OF ~~FLORIDA~~ Massachusetts
COUNTY OF ~~HILLSBOROUGH~~ Suffolk

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

17 day of October, 2022, by Scott L. Dalrymple as
(day) (month) (year) (name of person acknowledging)
Senior Vice President for TA Fancy Farms II, 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



Sarah Beaugard
(Signature of Notary Public - State of Florida) Massachusetts

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

N/A 11/10/23
(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

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

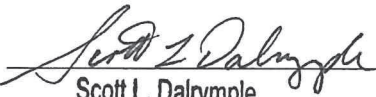
(Commission Number) (Expiration Date)

TA FANCY FARMS II, LLC,
a Delaware limited liability company

By: The Realty Associates Fund XII Portfolio, L.P.,
a Delaware limited partnership,
its sole member

By: The Realty Associates Fund XII, L.P.,
a Delaware limited partnership,
its general partner

By: Realty Associates Fund XII, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Scott L. Dalrymple
Title: Senior Vice President



CASHIER'S CHECK

No. 0260511017

092-900
383

DATE: October 18, 2022

PAY THIRTY ONE THOUSAND THREE HUNDRED AND FORTY NINE DOLLARS AND 00 CENTS

\$ 31,349.00

TO THE ORDER OF: HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

MEMO:

Location: 260 Commercial Customer Service - Cincinnati

U.S. Bank, National Association

Minneapolis, MN 55480

William Starn
AUTHORIZED SIGNATURE

⑈ 260511017⑈ ⑆092900383⑆ 150080235214⑈

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal Sufficiency.



**WIGGINS ROAD LOGISTICS CENTER
OFFSITE IMPROVEMENTS**

DATE PREPARED: 11-Aug-22
 PREPARED BY: MHK
 COUNTY PI # 6069
 COUNTY ROW # 22-0000626E

LOCATION: Wiggins Road
Plant City, FL
 FOLIO #: 90974.0400

Item	Unit Cost	Unit	Quantity	Estimate
Pavement/Grading				
Rough Cut & Stabilation	4.10	SY	335	1,373.50
1.5" Mill	20.75	SY	1,160	24,070.00
1.5" Overlay	23.40	SY	2,460	57,564.00
14" Crushed Concrete Base	50.37	SY	1,680	84,621.60
3" SP-12.5 Aphalt	17.23	SY	1,300	22,399.00
1" FC-9.5 Asphalt	8.26	SY	0	0.00
Concrete Sidewalk	3.82	SF	3,125	11,937.50
ADA Ramp w/ Mat	1,040.00	EA	4	4,160.00
Modified F Curb and Gutter	13.44	LF	850	11,424.00
Signage & Pavement Marking	14,930.00	LS	1	14,930.00
6" Underdrain	56.75	LF	620	35,185.00
6" Cleanouts	622.67	EA	5	3,113.35
Bahia Sod	5,971.55	LS	1	5,971.55
Pavement/Grading				\$ 276,749.50
Stormsewer				
Type P-5 Inlet	2,414.00	EA	3	7,242.00
Type P-6 Inlet	2,414.00	EA	1	2,414.00
Type P-8 Manhole	4,925.00	EA	1	4,925.00
15" RCP	59.25	LF	374	22,159.50
				0.00
Stormsewer				\$ 36,740.50
TOTAL				\$ 313,490.00
Warranty Amount (10% of Total)	10%			\$ 31,349.00

