

SUBJECT: Southshore Bay – Active Adult Phase 3 Central Energy Park
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 11, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (paving and drainage) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Southshore Bay – Active Adult Phase 3 Central Energy Park, located in Section 17, Township 32, and Range 20. 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 Warranty Checks in the amount of \$759.10 and \$414.53 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

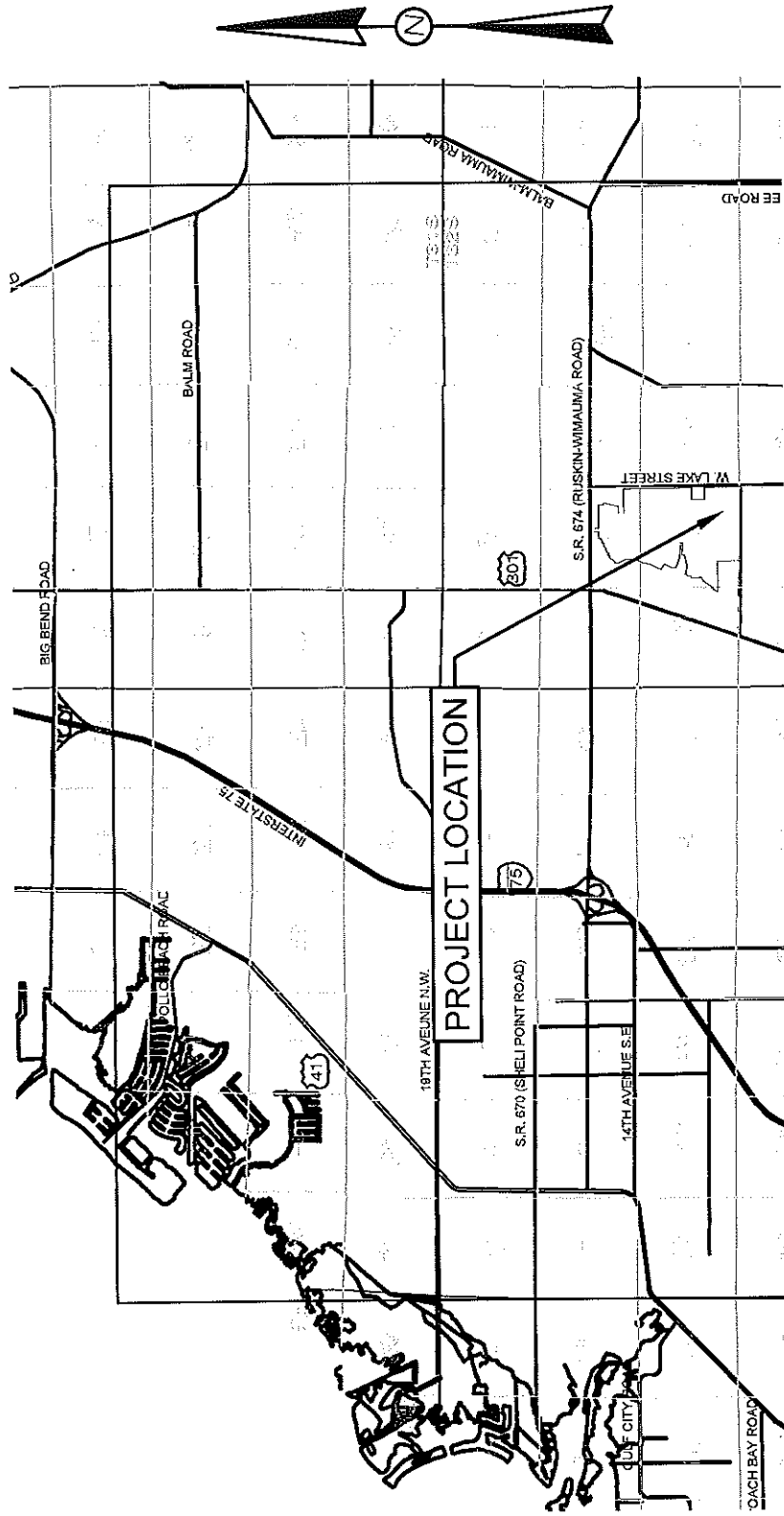
BACKGROUND:

On February 3, 2021, Permission to construct was issued for Southshore Bay – Active Adult Phase 3 Central Energy Park. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Check, which the County Attorney's Office has reviewed and approved. The developer is Dune FL L and I Sub, LLC and the engineer is Hamilton Engineering & Surveying, LLC.

VICINITY MAP

Southshore Bay Active Adult Ph. 3 - Central Energy Park

NTS



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

This Agreement made and entered into this _____ day of _____, 20____, by and between Dune FL Land I Sub, LLC & Dune FB Debt, LLC, hereinafter referred to as the "Owners/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 Owners/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 Owners/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Southshore Bay Active Adult Phase 3 Central Energy Park; and

WHEREAS, pursuant to the Site Development Regulations, the Owners/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owners/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 Owners/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 Owners/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 Owners/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 Owners/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owners/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, constructed in conjunction with the site development project known as Southshore Bay Active Adult Phase 3 Central Energy Park are as follows:
Roadway improvements and stormwater construction within the Forest Brooke Subdivision (aka Southshore Bay) Active Adult Phase 3 along West Lake Drive.

3. The Owners/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, or _____
 - c. Two (2) Cashier/Certified Checks, numbers 1422684 and 1422685, both dated April 16, 2021, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owners/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 Owners/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owners/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 Owners/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 Owners/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.

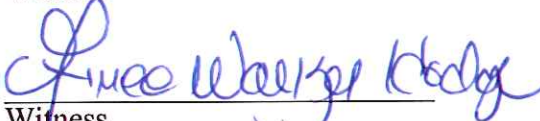
IN WITNESS WHEREOF, the parties hereto have executed these presents, this 23 day of March, 2021

ATTEST:

OWNER/DEVELOPER: Dune FL Land I Sub, LLC


Witness


Authorized Corporate Officer or Individual


Witness
Almee Walker Hodge

John Ryan, Manager
Name (typed, printed or stamped)

2502 N. Rocky Pt. Drive #1050
Address of Signer Tampa, FL 33607

(813) 288-8078
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

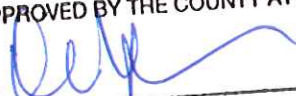
ATTEST:

PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk
Owners Developers Warranty Agreement 050107.doc

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of March, 2021, by John Ryan and N/A respectively President and Manager of Dune FL Land I Sub, LLC, a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

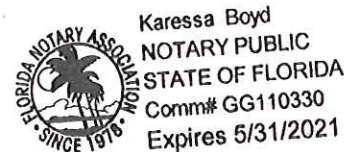
Sign: [Signature] (Seal)

Print: Karessa Boyd

Title or Rank: N/A

Serial Number, if any: GG 110330

My Commission Expires: 5/31/21



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____


My Commission Expires: _____

ATTEST:

OWNER/DEVELOPER: Dune FB Debt, LLC


Witness


Authorized Corporate Officer or Individual


Witness
Aimee Walker Hodge

John Ryan, Manager
Name (typed, printed or stamped)

2502 N. Rocky Pt. Drive #1050
Address of Signer Tampa, FL 33607

(813) 288-8078
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

PAT FRANK, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk
Owners Developers Warranty Agreement 050107.doc

By: _____
Chairman

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of March, 2021, by John Ryan and N/A respectively President and Manager of Dune FB Debt, LLC, a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: [Signature] (Seal)

Print: Karessa Boyd

Title or Rank: N/A

Serial Number, if any: GG110330

My Commission Expires: 5/31/21



Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____


Title or Rank: _____

Serial Number, if any: _____


My Commission Expires: _____

Forest Brooke Central Energy Park
Engineer's Certification of Total Cost and Quantities

PAVING	\$ 4,018.24
STORM DRAINAGE	\$ 7,718.10
SANITARY SEWER COLLECTION SYSTEM:	\$ -
WATER DISTRIBUTION SYSTEM:	\$ -
TOTAL:	\$ 11,736.34
10%WARRANTY BOND AMOUNT:	\$ 1,173.63



Bradley W. Kuhl, P.E.
Florida Registered Professional Engineer No 66591
Hamilton Engineering and Surveying, Inc. LB# 8474

 3/17/2021

PAVING

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	1-1/2" Asphaltic Surface Course (Type S- 12.5)	SY	118	\$ 10.23	\$ 1,207.14
	6" Crushed Concrete Base Course*	SY	118	\$ 13.04	\$ 1,538.72
	12" Stabilized Subgrade	SY	0	\$ -	\$ -
	5' Concrete Sidewalk (4" Thick)	SY	0	\$ -	\$ -
	16' Concrete Sidewalk	LF	0	\$ -	\$ -
	ADA Sidewalk Ramp per FDOT Index 522-002 (Complete)	EA	2	\$ 636.19	\$ 1,272.38
	Concrete Miami Curb (Type A) **	LF	0	\$ -	\$ -
	Concrete Drop Curb** (L.F. does not include transitions)	LF	0	\$ -	\$ -
	SIGN & STRIPE	EA	0	\$ -	\$ -
TOTAL				\$	4,018.24

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____ inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

** All cost for stabilization under curb shall be included in the unit price for the curb.

By: _____

Checked: _____

Engineer: _____

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	6" Underdrain	LF	0	\$ -	\$ -
	6" Underdrain Cleanout	EA	0	\$ -	\$ -
	18" RCP	LF	104	\$ 31.00	\$ 3,224.00
	24" RCP	LF	0	\$ -	\$ -
	36" RCP	LF	0	\$ -	\$ -
	48" RCP	LF	0	\$ -	\$ -
	Type 1 Curb Inlet (3' - 6" x 4' - 0" Box)	EA	0	\$ -	\$ -
	Type 2 Curb Inlet	EA	0	\$ -	\$ -
	Type C Ditch Bottom Grate Top Inlet	EA	2	\$ 2,247.05	\$ 4,494.10
	Type P Manhole	EA	0	\$ -	\$ -
	Control Structure _____ (Complete)	LS	0	\$ -	\$ -
	Mitered End Section 36" RCP	EA	0	\$ -	\$ -
	Mitered End Section 48" RCP	EA	0	\$ -	\$ -
	Plug _____" RCP Structure # _____	LS	0	\$ -	\$ -
				TOTAL	\$ 7,718.10

By: _____

Checked: _____

Engineer: _____



CASHIER'S CHECK

55-138
212

1422684

DATE 04/16/2021

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

\$ 759.10

*****\$759 DOLLARS and 10 CENTS**

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$5,000

Memo: DUNE FB DEBT LLC

Ann M. Stein
Authorized Signature

Authorized Signature

⑈ 1422684 ⑈ ⑆ 021201383 ⑆ 000041297490 ⑈



CASHIER'S CHECK

55-138
212

1422685

DATE 04/16/2021

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

\$ 414.53

*****\$414 DOLLARS and 53 CENTS**

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$5,000

Memo: DUNE FL LAND 1 SUB LLC

Ann M. Stein
Authorized Signature

Authorized Signature

⑈ 1422685 ⑈ ⑆ 021201383 ⑆ 000041297490 ⑈

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal
Sufficiency.