

SUBJECT: Fancy Farms Logistics Center Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 9, 2021
CONTACT: Lee Ann Kennedy

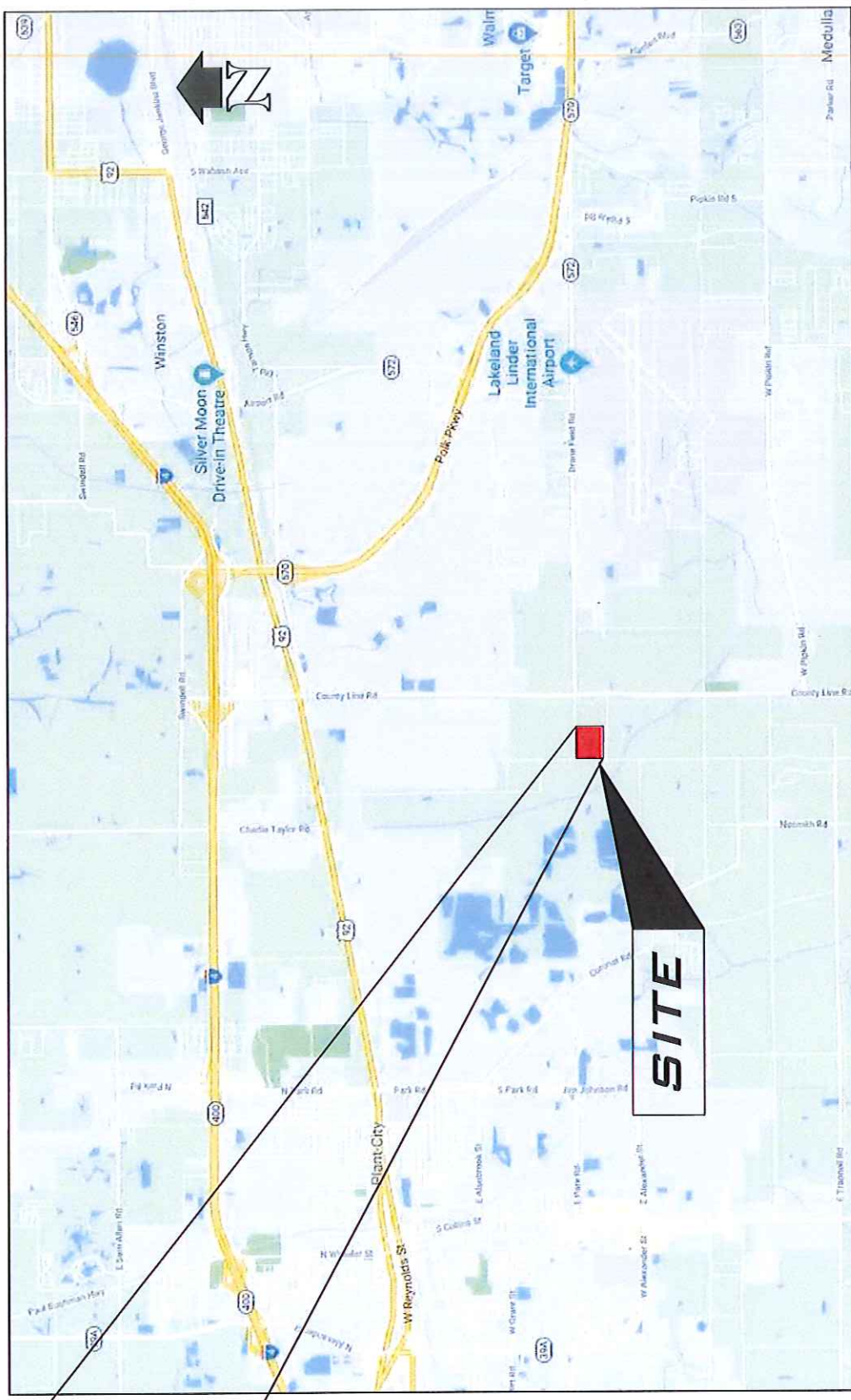
RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway 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 Fancy Farms Logistics Center Off-Site, located in Section 1, Township 29, and Range 22. 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 \$19,200.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

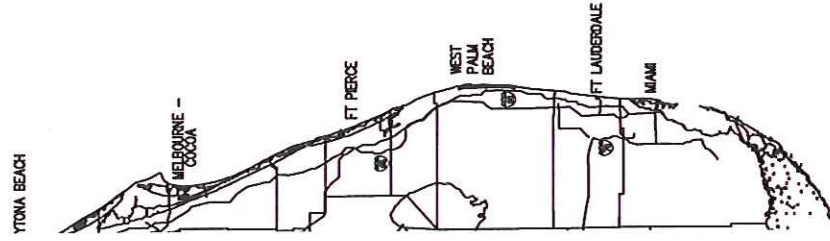
BACKGROUND:

On December 29, 2020, Permission to construct was issued for Fancy Farms Logistics Center Off-Site. 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 Warranty Check, which the County Attorney's Office has reviewed and approved. The developer is TA Fancy Farms, LLC. and the engineer is Aurora Civil Engineering, Inc.

VICINITY MAP



PROJECT
LOCATION



SECTION 1 TOWNSHIP 29S RANGE 22E

**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, 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 Fancy Farms Logistics Center; 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, constructed in conjunction with the site development project known as Fancy

Farms Logistics Center are as follows:

Turn lanes within Fancy Farms Road

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, or _____
 - c. Cashier/Certified Check, number 0260510115, dated September 22, 2021, which shall 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 his 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 these presents, this ____ day of _____, 20__.

ATTEST:

OWNER/DEVELOPER:

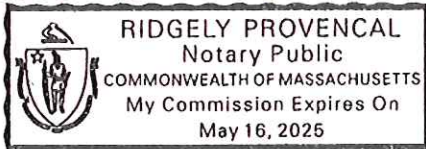
Megem Beaulé
Witness

Scott L. Dalrymple
Authorized Corporate Officer or Individual
Scott L. Dalrymple
Sr. Vice President

Gita Patel
Witness

Name (typed, printed or stamped)

NOTARY PUBLIC



One Federal St., 17th Floor Boston, MA 02110
Address of Signer

CORPORATE SEAL
(When Appropriate)

May 16th, 2025

Phone Number of Signer

ATTEST:

Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Owners Developers Warranty Agreement 050107.doc

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Massachusetts
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 27th day of September, 2021, by Scott A. Dalrymple, M.P. and _____ respectively President and _____ of TA Realty Inc., a corporation under the laws of the state of Massachusetts on behalf of the corporation. He and/or she is personally known to me or has produced Known to me as identification and did take an oath.

NOTARY PUBLIC:

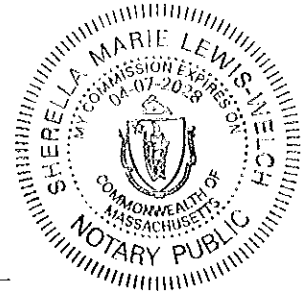
Sign: Sherella Marie Lewis-Welch (Seal)

Print: SHERELLA MARIE LEWIS-WELCH

Title or Rank: Executive Assistant

Serial Number, if any: _____

My Commission Expires: April 7, 2028



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: _____



FANCY FARMS LOGISTICS CENTER FANCY FARMS ROAD OFFSITE IMPROVEMENTS

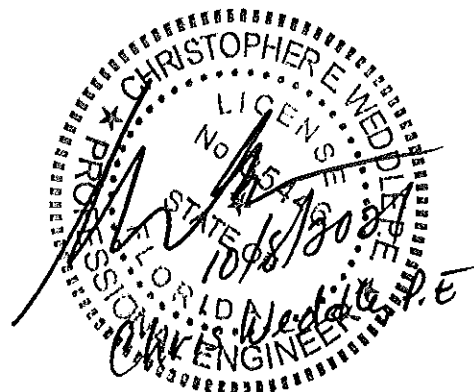
DATE PREPARED: 18-Aug-21

LOCATION: Fancy Farms Road
Plant City, FL

PREPARED BY: MHK

FOLIO #: 90974.0400

Item	Unit Cost	Unit	Quantity	Estimate
Pavement/Grading				
Rough Cut & Stabilation	13,854.00	LS	1	13,854.00
1" Mill & Overlay	43.41	SY	149	6,468.09
10" Crushed Concrete Base	20.84	SY	1,820	37,928.80
3" SP-12.5 Asphalt	17.23	SY	1,767	30,445.41
1" FC-9.5 Asphalt	8.26	SY	1,767	14,595.42
Concrete Sidewalk	3.82	SF	5,690	21,735.80
ADA Ramp w/ Mat	1,040.00	EA	4	4,160.00
Modified F Curb and Gutter	13.44	LF	1,203	16,168.32
Signage & Pavement Marking	17,930.00	LS	1	17,930.00
Bahia Sod	6,276.00	LS	1	6,276.00
Pavement/Grading				\$ 169,561.84
Stormsewer				
Type P-5 Inlet	2,413.08	EA	3	7,239.24
Type P-6 Manhole	4,925.00	EA	1	4,925.00
18" RCP	59.34	LF	138	8,188.92
18" Collar	1,042.50	EA	2	2,085.00
Pavement/Grading				\$ 22,438.16
TOTAL				\$ 192,000.00
Warranty Amount (10% of Total)	10%			\$ 19,200.00





CASHIER'S CHECK

No. 0260510115

092-900
383

DATE: September 22, 2021

PAY NINETEEN THOUSAND TWO HUNDRED DOLLARS AND 00 CENTS

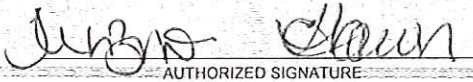
\$ 19,200.00

TO THE
ORDER OF: HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

MEMO:

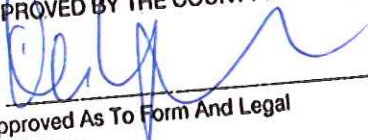
Location: 260 Commercial Customer Service - Cincinnati

U.S. Bank, National Association
Minneapolis, MN 55480


AUTHORIZED SIGNATURE

⑈ 260510115⑈ ⑆092900383⑆ ⑆50080235214⑈

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.