



Standard Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date: July 21, 2026

☐ Consent Section

☒ Regular Section

☐ Public Hearing

Requires Chair Signature? ☒ Yes ☐ No

Includes a Technology Component? ☐ Yes ☒ No

Subject: Mobility Fee Alternative Satisfaction Agreement for Improvements to the West Lake Drive and Bishop Road Intersection			
Department Name: Development Services			
Contact Person: Adam Gormly		Contact Phone: 813-276-8422	
Sign-Off Approvals:			
Assistant County Administrator		Department Director	
Date		7/15/2026	
Management and Budget – Approved as to Financial Impact Accuracy		County Attorney – Approved as to Legal Sufficiency	
Date		Date	

Staff's Recommended Board Motion:

Approve a Mobility Fee Alternative Satisfaction Agreement providing for the construction of a roundabout at the West Lake Drive and Bishop Road Intersection in Wimauma.

Approval of this item will not increase or decrease any County departmental budgets.

Financial Impact Statement:

Approval of this item will not increase or decrease any County departmental budgets.

Background:

The proposed Mobility Fee Alternative Satisfaction Agreement (MFASA) is being proposed in conjunction with rezoning application RZ-PD 25-1386 which provides for development of 2,000 residential units on approximately 634.66 located west of the intersection of Bishop Road and County Road 579 in Wimauma.

The conditions of approval for RZ-PD 25-1386 require the developer to construct site access improvements to accommodate operational requirements of the project. The conditions also provide that the developer has proffered to construct an irregularly shaped roundabout and associated geometric improvements at the intersection of West Lake Drive and Bishop Road through a Mobility Fee Alternative Satisfaction Agreement (MFASA).

The attached MFASA provides for the construction of a roundabout at the intersection of West Lake Drive and Bishop Road. The MFASA requires the developer to construct the intersection improvements prior to the issuance of any certificates of occupancy for development approved by RZ-PD 25-1386 on land owned by Clayton Properties Group with the cost of construction and value of any right-of-way dedication being credited towards the mobility fee obligations of development project. In the event that

the intersection improvement costs exceed the mobility fee assessments for the development, no reimbursement for the excess cost will be provided by the County.

List Attachments: Mobility Fee Alternative Satisfaction Agreement

MOBILITY FEE ALTERNATIVE SATISFACTION AGREEMENT

This MOBILITY FEE ALTERNATIVE SATISFACTION AGREEMENT (the "**Agreement**"), made this ____ day of _____ 2026, by and between Clayton Properties Group, Inc., a Tennessee corporation, d/b/a Highland Homes (the "**Developer**"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (the "**County**").

WITNESSETH:

WHEREAS, Developer is the owner or contract purchaser of lands described in **Exhibit "A"** attached hereto (the "**Property**") which is generally located at the intersection of County Road 579 and Bishop Road; and

WHEREAS, Developer proposes to construct a residential subdivision which includes the Property (the "**Proposed Development**") pursuant to Planned Development Zoning RZ-PD 25-1386 (the "**PD Zoning**"). For purposes of this Agreement, references to the Proposed Development shall be deemed to include only the Property; and

WHEREAS, pursuant to the Hillsborough County Mobility Fee Program Ordinance, Ordinance 16-8 (the "**Mobility Fee Ordinance**"), and at the sole discretion of the County, the Developer may propose to construct, pay for, or contribute, a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar for dollar basis for the Proposed Development (hereafter, and as more specifically described in Section 5(a) below, referred to as the "**Eligible Contribution**"); and

WHEREAS, the Developer has proposed, and the County has agreed to accept as alternative satisfaction of mobility fees for the Proposed Development, in the manner and amounts as set forth in this Agreement, the Eligible Contribution as more particularly set forth herein; and

WHEREAS, the Eligible Contribution will confer an area-wide benefit to the mobility network beyond the geographic limits of the Proposed Development, and will expedite the construction of such portion of the transportation network beyond what otherwise could be achieved, and it is therefore deemed to be in the interest of the public health, safety, and welfare for the County to facilitate the construction of the Eligible Contribution; and

WHEREAS, the Eligible Contribution is a mobility facility capital improvement included in the County's six-year capital improvement program.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The foregoing recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Incorporation of Exhibits.** All exhibits hereto are incorporated herein as an integral part of this Agreement.

3. **Purpose.** The purpose of this Agreement is to establish cooperative efforts between the public and private sectors to address the development and buildout of a mobility network consistent with Section 163.3180(5)(i), Florida Statutes.

4. **Consistency with the Comprehensive Plan.** The Proposed Development and the Eligible Contribution set forth herein are consistent with the Future of Hillsborough Comprehensive Plan for Unincorporated Hillsborough County.

5. **Eligible Contribution(s) and Developer Obligations.**

(a) In connection with the Proposed Development, the Developer proposes to construct, pay for, and/or contribute the following Eligible Contribution within the mobility network:

Design and construct the peanut roundabout at the intersection of West Lake Drive and Bishop Road as generally set forth on **Exhibit "B"** attached hereto. The proposed construction shall be completed within eighteen (18) months of the Effective Date of this Agreement. **No certificate of occupancy shall be issued for the Proposed Development until such time as the Eligible Contribution is constructed and accepted for maintenance by the County along with the required warranty bond or the mobility fees for the Proposed Development have been paid.**

(b) Developer expressly acknowledges and agrees that **Exhibit B** is a general conceptual depiction of the Eligible Contribution only, and that the design details and specifications for the Eligible Contribution will be determined during the County's construction plan review process.

(c) The estimated cost of the peanut roundabout is \$1,200,000.00 (One Million, Two Hundred Thousand Dollars), although the actual value for purposes of the alternative satisfaction of mobility fees shall be determined in accordance with the criteria set forth in the Mobility Fee Ordinance and this Agreement.

(d) Upon completion of the Eligible Contribution within the time frame set forth herein and acceptance of the Eligible Contribution by the County, the actual, established value of the Eligible Contribution may be applied against mobility fee assessments, as set forth herein. At such time as a certificate of occupancy is issued for the Proposed Development, the established value of the Eligible Contribution shall be applied against the mobility fee assessment on a dollar for dollar basis, up to the value of the full value of the Eligible Contribution or the mobility fee, whichever is lower. In the event the Proposed Development will be issued more than one certificate of occupancy, each time a certificate of occupancy is issued for the Proposed Development, the established value of the Eligible Contribution shall be applied against the mobility fee assessment on a dollar for dollar basis, up to the amount of the mobility fee assessed or the established value of the Eligible Contribution as reduced by any previous alternative satisfaction of mobility fees,

whichever is lower. The Eligible Contribution may not be used in connection with the alternative payment of mobility fees for any development other than the Proposed Development, regardless of whether the other development is otherwise allowed by the PD Zoning or located on the Property.

(e) The Developer acknowledges and agrees that no reimbursement shall be made by the County to the Developer or to its successors or assigns for the Eligible Contribution, or portion thereof, the value of which exceeds the mobility fee assessment for the Proposed Development.

(f) Developer acknowledges and agrees that it may be required to construct certain site access improvements in conjunction with the Proposed Development, including but not limited to all turn lanes, acceleration lanes and deceleration lanes required by the County (the "**Site Access Improvements**") that are required to provide adequate access to the Proposed Development. The County and Developer agree that Site Access Improvement requirements will be determined during the design and permitting process and the value of such improvements shall not be eligible for alternative satisfaction of mobility fees for the Proposed Development.

6. County Obligations.

(a) Subject to Developer's completion of the Eligible Contribution identified herein within the time frame set forth in this Agreement, County agrees to apply the established value of the Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Proposed Development on a dollar for dollar basis, up to the value of the full value of the Eligible Contribution or the mobility fee, whichever is lower. County further agrees that in the event the Proposed Development will be issued more than one certificate of occupancy, and upon timely completion of the Eligible Contribution, each time a certificate of occupancy is issued for the Proposed Development, the established value of the Eligible Contribution shall be applied against the mobility fee assessment on a dollar for dollar basis, up to the amount of the mobility fee assessed or the established value of the Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

(b) In the event that the Eligible Contribution is not completed and accepted until after such time as the Developer has paid mobility fees for the Proposed Development, upon application by the Developer, the County shall refund mobility fees paid for the Proposed Development up to amount of the lesser of the mobility fees paid for the Proposed Development or the established value of the Eligible Contribution. A refund may be requested for up to 1 year after the acceptance of the Eligible Contribution by the County.

(c) The County agrees to cooperate with Developer in securing any and all permits and other approvals necessary to complete construction of the Eligible Contribution, subject to Developer funding the costs thereof.

7. **Miscellaneous.**

(a) **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and shall not be interpreted to define, describe, extend or limit the scope of intent of this Agreement, nor the intent of the provisions hereof.

(b) **Effective Date and Duration.** This Agreement shall become effective upon the last party's signature and Developer having fee simple title to the Property (the "**Effective Date**") and shall remain in effect until three (3) years after the Effective Date. Failure to complete the Eligible Contribution within eighteen (18) months of the Effective Date of this Agreement shall cause this Agreement to automatically terminate unless otherwise amended by the parties.

(c) **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Mobility Fee Ordinance.

(d) **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement.

(e) **Notices.** Any notice required by this Agreement shall be sent to the following:

For the County:

County Administrator
Hillsborough County
P.O. Box 1110
Tampa, FL 33601

With a Copy To:

Director
Hillsborough County Development Services
Department
P.O. Box 1110
Tampa, FL 33601

For Owner:

Clayton Properties Group, Inc.
c/o Joel Adams
3020 S. Florida Avenue, Suite 101
Lakeland, FL 33803

With a Copy To:

Molloy & James
c/o Dan Molloy
325 S. Boulevard
Tampa, Florida 33606

(f) **Force Majeure.** All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes, floods or other causes beyond the reasonable control of the affected party, not including delays caused by ordinary weather events, which could not be prevented by the affected party with reasonable care.

(g) **Counterparts.** This Agreement may be executed in several counterparts, each consisting of a duplicate original, but all such counterparts constituting one and the same Agreement.

(h) **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, the successors in interest to title to the Property.

(i) **Venue.** Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida.

(j) **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Proposed Development shall not relieve the Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

(k) **Not a Development Order.** This Agreement is not and shall not be construed as a development order, development permit, or official action having the effect of permitting the development of land.

(l) **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(m) **Electronic Signatures Authorized.** The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

ATTEST:

**HILLSBOROUGH COUNTY, a political
subdivision of the State of Florida**

VICTOR D. CRIST

CLERK OF CIRCUIT COURT

By: _____

Deputy Clerk

By: _____

Its: _____

Date: _____, 2026

APPROVED BY COUNTY ATTORNEY

as to Form and Legal Sufficiency

By: _____

Senior Assistant County Attorney

Clayton Properties Group, Inc., a Tennessee corporation

By: _____

Its: _____

Date: _____, 2026

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2026 __, by _____ as _____ for
_____, who is personally known to me, or who produced
_____ as identification.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

(Folio 79672.0150)

The N 1/2 of the NE 1/4 of the NE 1/4; and the N 1/4 of the East 329.17 feet of the E 1/4 of the NW 1/4 of the NE 1/4, LESS road right-of-way, all in Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida

TOGETHER WITH

(Folio 79672.0000)

The S 1/2 of the NE 1/4 of the NE 1/4; and the South 1/2 of the East 329.17 feet of the East 1/4 of the NW 1/4 of the NE 1/4, subject to existing road right of way, in Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida

TOGETHER WITH

(Folios 79682.0760, 79682.0750)

A parcel of land lying in Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the point West 1/4 corner of Section 21, run thence S. 89°30'22" E. along the South boundary of the Northwest 1/4 of said Section 21, a distance of 1 330.00 feet to the POINT OF BEGINNING; thence leaving said South boundary, N.32°11'49" E., a distance of 1018.38 feet; thence Easterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.77°11'49" E., 35.36 feet); thence S. 57°48'11" E., a distance of 79.75 feet; thence Southerly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'15" (chord bearing S. 12°48'03" E., 35.36 feet); thence S. 32°12'04" W., a distance of 1226.62 feet; thence Westerly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°59'45" (chord bearing S. 77°11'57" W., 35.35 feet); thence N.57°48'11" W., a distance of 79.66 feet; thence Northerly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.12°48'11" W., 35.36 feet); thence N.32°11'49" E., a distance of 208.25 feet; to the POINT OF BEGINNING.

Containing 3.79 acres, more or less.

TOGETHER WITH

A parcel of land lying in Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of Section 21, run thence S. 00°04'11" E. along the West boundary of the Southwest 1/4 of said Section 21, a distance of 751.95 feet to the point of intersection with the East boundary of that certain property as described in Official Records Book 5289, Page 660, as recorded in the public records of Hillsborough County, Florida; thence

N.32°12'04" E., along said East boundary a distance of 171.53 feet; thence leaving said East boundary, S. 57°47'56" E., a distance of 190.09 feet; to the POINT OF BEGINNING; thence S. 57°48'11" E., a distance of 152.53 feet; thence S. 31°33'52" W., a distance of 434.80 feet; thence S. 89°49'32" W., a distance of 52.71 feet; thence Southerly, 127.40 feet along the arc of a non-tangent curve to the left having a radius of 410.00 feet and a central angle of 17°48'12" (chord bearing S. 16°34'58" W., 126.89 feet); thence N.83°24'08" W., a distance of 111.26 feet; thence Northerly, 212.23 feet along the arc of a non-tangent curve to the right having a radius of 475.00 feet and a central angle of 25°35'57" (chord bearing N.19°23'50" E., 210.46 feet); thence N.32°11'49" E., a distance of 428.04 feet; to the POINT OF BEGINNING.

Containing 2.02 acres, more or less.

TOGETHER WITH

(Folio 79682.0758)

Tracts F-1, F-2, F-3, F-5, F-6, F-7, F-8, and F-9 of CYPRESS RIDGE PHASE 1, according to the Plat thereof as recorded in Plat Book 147, Page(s) 295, of the Public Records of Hillsborough County, Florida.

TOGETHER WITH

(Folio 79682.0000)

The South 25.00 feet of the North 58.00 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 in Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida.

TOGETHER WITH

(Folio 79679.0000)

Parcel 1:

The Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 32 South, Range 20 East, in Hillsborough County, Florida, Less the North 33 feet for Road.

Parcel 2:

Parcel "A": The South 20 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida, LESS the West 30 feet for road.

Parcel "B": Beginning 20 feet North of the Southwest corner of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida, LESS the West 30 feet for road, for a Point of Beginning; run thence North along the Westerly boundary of said North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 a distance of 30 feet; run thence in a Southeasterly direction to a point which is 20 feet North of the Southerly boundary line and 50 feet East of the Westerly

boundary line of the said North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence 50 feet West to the Point of Beginning.

Parcel "C": That part of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida, lying West of the Seaboard Airline Railroad right-of-way, LESS the South 30 feet for road.

TOGETHER WITH

(Folio 79673.0000)

That part of the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 32 South, Range 20 East of Hillsborough County, Florida, lying West of the Seaboard Coastline Railroad Right of Way more particularly described as:

Commencing at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 21, run thence South 00°07'09" West a distance of 33.00 feet, to the South right of way of Bishop Road, to a Point of Beginning. From said Point of Beginning run then South 00°07'09" West a distance of 1086.12 feet, to the westerly right of way of the SEABOARD COAST LINE RAILROAD, then run North 32° 11'22" East, along said Westerly right of way, a distance of 772.21 feet, thence run North 09°18'22" East a distance of 438.34 feet to said South right of way, thence run North 89°59'45" West a distance of 480 feet to said Point of Beginning.

TOGETHER WITH

(Folio 79673.0010)

The Land referred to herein below is situated in the County of Hillsborough, State of Florida, and is described as follows:

Parcel 4: That part of the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 32 South, Range 20 East of Hillsborough County, Florida, lying West of the Seaboard Coastline Railroad Right of Way more particularly described as follows:

Commencing at the Northwest corner of the NE 1/4 of the NW 1/4 of said Section 21, run thence South 00 degrees 07'09" West a distance of 33.00 feet, to the South right of way of BISHOP ROAD, thence run South 89 degrees 59'45" East, along said South right of way a distance of 480.00 feet to a Point of Beginning, From said Point of Beginning run thence South 09 degrees 18'22" West a distance of 438.34 feet, to the Westerly right of way of the Seaboard Coastline Railroad, thence run North 32 degrees 11'22" East, along said Westerly right of way, a distance of 511.12 feet, to said South right of way of BISHOP ROAD, thence run North 89 degrees 59'45" West a distance of 201.40 feet to said Point of Beginning.

Together with that certain mobile home situate thereon.

TOGETHER WITH

CYPRESS RIDGE PHASE 1; PLATE BOOK 147; PAGE 294

Lots 1, 2, 4-6; Block 2

Lots 1-3, 27-28; Block 3

Lots 17-18, 24-27; Block 4

Lots 17, 19, 21-23; Block 5

Lots 3, 4, 7, 28; Block 6

Lots 9-10; Block 7

Lots 4, 5, 35; Block 14

Lots 3, 5, 8, 10, 11; Block 15

Lots 9-11; Block 17

Lot 3; Block 18

Lots 2-5, 10-13; Block 19

Lots 1-4, 10-13; Block 20

Lots 1, 2; Block 21

Lots 4, 11, 12; Block 23

Lots 4, 6, 8, 9; Block 24

Lots 2-4, 7-9; Block 25

Lots 3-6, 9-13; Block 26

Lots 3, 6, 10-12; Block 28

Lots 2, 6, 7, 9, 11; Block 29

Lots 3-5, 7, 10-12; Block 30

Lots 1-11, 20-22, 24, 26; Block 39

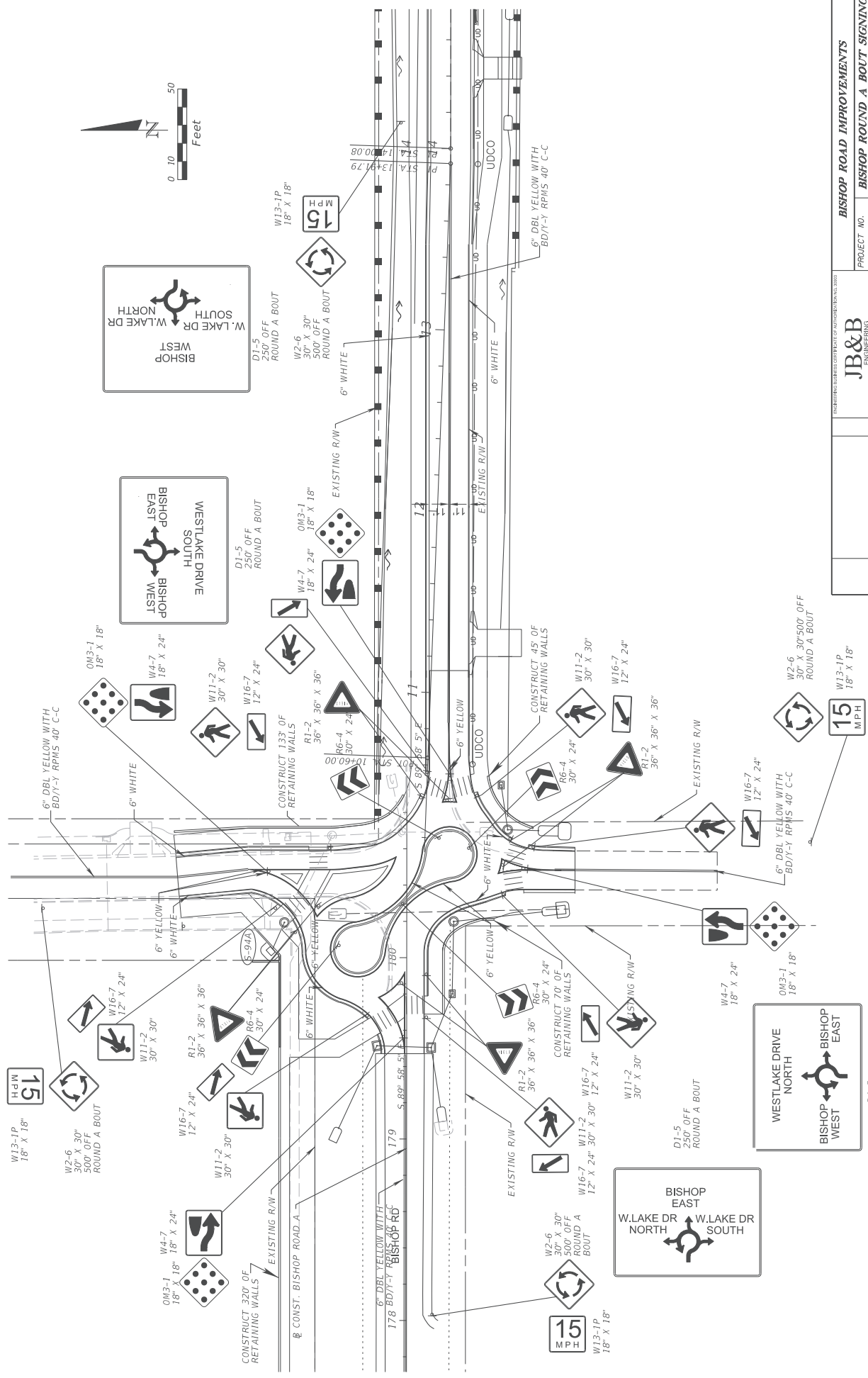
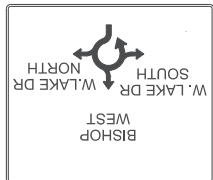
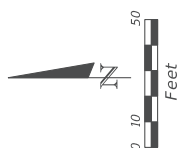
Lots 9, 11-18; Block 40

Tracts L2 through L-30 Inclusive

Tracts P-1 through P-13 Inclusive

Tract PS

EXHIBIT B



DATE: THOMAS D. SULLIVAN NO. 55358 FLORIDA PROFESSIONAL ENGINEER	
DATE	DESCRIPTION
BY	REVISIONS
#1128	

PROJECT NO.	
CIP PROJECT NO.	
DESIGN	
TOM SULLIVAN	
SHEET S-13 OF S-16 SHEETS	

BISHOP ROAD IMPROVEMENTS	
BISHOP ROUND A BOUT SIGNING	
PAVEMENT MARKING SHEET (2)	
STA. 178+00.00 TO STA. 144+00.00	
PROPOSED	
ABSOLUTE ENGINEERING, INC.	
Elevations based on North American Vertical Datum 1988 (NAVD 88)	