



Standard Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>. \_\_\_\_\_

Meeting Date: March 10, 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 Muck Pond Road and McIntosh Road Intersection

Department Name: Development Services

Contact Person: Adam Gormly      Contact Phone: 813-276-8422

Sign-Off Approvals:

		3/4/2026
<small>Assistant County Administrator</small>	<small>Department Director</small>	<small>Date</small>

<small>Management and Budget – Approved as to Financial Impact Accuracy</small>	<small>County Attorney – Approved as to Legal Sufficiency</small>	<small>Date</small>

**Staff's Recommended Board Motion:**  
 Approve a Mobility Fee Alternative Satisfaction Agreement providing for the addition of turn lane improvements to the Muck Pond Road and McIntosh Road intersection.  
 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:**

On October 16, 2025, the Board approved rezoning application MM 25-0025 which provides for development of approximately 250,000 square feet of warehouse and distribution use at the southwest corner of Muck Pond Road and McIntosh Road.

The conditions of approval for MM 25-0025 require the developer to construct site access improvements consisting of two westbound to southbound left turn lanes on Muck Pond Road. The conditions also provide that the developer has proffered to construct three additional improvements to the Muck Pond Road and McIntosh Road intersection through a Mobility Fee Alternative Satisfaction Agreement (MFASA). The three improvements are an exclusive northbound to westbound left turn lane on McIntosh Road, an exclusive eastbound to southbound right turn lane on Muck Pond Road and an exclusive eastbound to northbound left turn lane on Muck Pond Road.

Subsequent to the approval of MM 25-0025 staff worked the developer's representative to draft a MFASA which provides provide for the construction the intersection improvements at the Muck Pond Road and McIntosh Road intersection. The MFASA requires the developers to construct the intersection

improvements prior to the issuance of any certificates of occupancy for development approved by MM 25-0025 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 \_\_\_\_\_ 202\_\_, by and between Constellation Real Estate Partners, LLC, a Delaware limited liability company (the "**Developer**"), and Hillsborough County, a political subdivision of the State of Florida (the "**County**").

WITNESSETH:

**WHEREAS**, Developer is the contract purchaser of lands described in **Exhibit A** attached hereto (the "**Property**") which is generally located at the southwest corner of Muck Pond Road and McIntosh Road; and

**WHEREAS**, Developer proposes to construct a light warehouse / distribution center on the Property (the "**Proposed Development**") pursuant to Planned Development Zoning 25-0025 (the "**PD Zoning**"); and

**WHEREAS**, pursuant to the Hillsborough County Mobility Fee Program Ordinance, Ordinance 16-8, as amended, (the "**Mobility Fee Ordinance**"), and at the sole discretion of the County, the Developer may elect to construct, pay for, or contribute, qualified capital improvements or right-of-way contributions 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 Contributions**"); 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 Contributions as more particularly set forth herein; and

**WHEREAS**, the Eligible Contributions 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 Contributions; and

**WHEREAS**, the Eligible Contributions are a mobility facility capital improvement included in the County's six-year capital improvement program; and

**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 Contributions set forth herein are consistent with the Future of Hillsborough Comprehensive Plan for Unincorporated Hillsborough County.

5. **Eligible Contributions and Developer Obligations**.

(a) In connection with the Proposed Development, the Developer proposes to construct, pay for, and/or contribute the following Eligible Contributions within the mobility network, as generally set forth in **Exhibit B** attached hereto:

(i) By no later than October 31, 2027, design, permit and construct a northbound left turn lane on McIntosh Road at Muck Pond Road, an eastbound left on Muck Pond Road at McIntosh Road, and an eastbound right on Muck Pond at McIntosh, including the transition area on McIntosh Road north of Muck Pond Road.

Estimated Cost of the above Eligible Contributions: \$1,600,000.00 (One Million, Six Hundred Thousand Dollars) (m.o.l.)

No certificate of occupancy shall be issued for the Proposed Development until such time as the Eligible Contributions are constructed and accepted for maintenance by the County along with the required warranty bond.

(b) Developer expressly acknowledges and agrees that its proposal to construct, pay for, and/or contribute the Eligible Contributions and enter into this Agreement is voluntary and not required by the County.

(c) Developer further acknowledges and agrees that Exhibit B is a general conceptual description of the Eligible Contributions only, and that the design details and specifications for the Eligible Contributions will be determined during the County's construction plan review process.

(d) The foregoing estimates are estimates only and the actual value and cost 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.

(e) Upon completion of the Eligible Contributions within the time frame set forth herein and acceptance of the Eligible Contributions by the County, the actual, established value of the Eligible Contributions 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 Contributions 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 Contributions 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 Contributions 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 Contributions as reduced by any previous alternative satisfaction of mobility fees, whichever is lower. The Eligible Contributions 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.

(f) 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 Contributions, or portion thereof, the value of which exceeds the mobility fee assessment for the Proposed Development.

(g) The 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 Developer agrees that Site Access Improvements will be determined during the County's 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 Contributions identified herein within the time frame set forth in this Agreement, County agrees to apply the established value of the Eligible Contributions, 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 Contributions or the mobility fee, whichever is lower. The 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 Contributions, each time a certificate of occupancy is issued for the Proposed Development, the established value of the Eligible Contributions 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 Contributions reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

(b) The County agrees to cooperate with Developer in securing any and all permits and other approvals necessary to complete construction of the Eligible Contributions, 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 (the "**Effective Date**") and Developer taking fee simple title to the Property and shall remain in effect until two (2) years after the Effective Date. Failure to complete the Eligible Contributions by the time set forth in Section 5(a) 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:

Scott Alexander  
150 Alhambra Circle, Suite 1026  
Coral Gables, FL 33134  
scotta@constellationrep.com

With a Copy To:

Molloy & James  
325 South Boulevard  
Tampa, FL 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:  
VICTOR D. CRIST  
CLERK OF THE CIRCUIT COURT**

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

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIR

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

Document Number \_\_\_\_\_

BY: \_\_\_\_\_  
Nancy Y. Takemori  
Senior Assistant County Attorney

**Constellation Real Estate Partners,  
LLC, a Delaware limited liability  
company**

**By: \_\_\_\_\_  
Name: Scott Alexander  
Title: Partner**

**Signed, sealed, and delivered in the presence of:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
[name/title]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (date) by Scott Alexander, \_\_\_\_\_ of Constellation Real Estate Partners, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name Typed, Printed or Stamped

EXHIBIT A  
[legal description]

A tract of land located in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 28 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 30, run thence along the West boundary of said Northeast 1/4 of the Northwest 1/4, S.00°04'10" E., a distance of 25.00 feet to a point on the South right-of-way line of Muck Pond Road, for the POINT OF BEGINNING; thence along said South right-of-way line, S.89°27'17" E., a distance of 1369.81 feet to a point on the Westerly right-of-way line of McIntosh Road; thence along said Westerly right-of-way line, S.00°06'09" E., a distance of 122.09 feet; thence N. 89°27'10" W., a distance of 250.00 feet; thence S.00°06'09" E., a distance of 379.49 feet to a point on the Northerly limited access right-of-way line of State Road No. 400 (Interstate Highway No. 4); thence along said Northerly limited access right-of-way line, the following five (5) courses: 1) S.63°12'38" W., a distance of 94.95 feet; 2) S.72°37'07" W., a distance of 199.53 feet; 3) 274.77 feet in a southwesterly direction along a non-tangent curve turning to the right, having a central angle of 03°55'H", with a radius of 4016.21 feet, having a chord bearing of S.67°12'06" W. and a chord distance of 274.71 feet; 4) 507.48 feet in a westerly direction along a compound curve turning to the right, having a central angle of 07°14'23", with a radius of 4016.21 feet, having a chord bearing of S.72°46'53" W. and a chord distance of 507.14 feet; 5) S.69°03'58" W., a distance of 114.26 feet to a point on aforesaid West boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence along said West boundary, N. 00°04'10" W., a distance of 912.03 feet to the POINT OF BEGINNING.

**EXHIBIT B**  
[general description of Eligible Contributions]

1. An exclusive northbound to westbound left turn lane on McIntosh Rd. onto Muck Pond Rd. approximately 150 feet in length,
2. An exclusive eastbound to southbound right turn lane on Muck Pond Rd. onto McIntosh Rd. approximately 255 feet in length, and
3. An exclusive eastbound to northbound left turn lane on Muck Pond Rd. onto McIntosh Rd. approximately 255 feet in length

The developer shall be required to dedicate and convey to Hillsborough County any additional right-of-way necessary to accommodate such improvements (if any).