

SUBJECT: WaWa Riverview Off-Site **PI#6882**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 9, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (right turn lane, sidewalk and entry) for Maintenance to serve WaWa Riverview Off-Site, located in Section 19, Township 31, and Range 20, 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 \$9,012.42 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On January 15, 2025, Permission to Construct was issued for WaWa Riverview Off-Site, after construction plan review was completed on December 02, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is BW 301 Paseo, LLC and the engineer is Goodwyn Mills Cawood, LLC.

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between BW 301 Paseo, 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 Wawa - Riverview, FL (PID 6882) (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:

Right turn lane, sidewalk, and entry way

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 2415460, dated 5/1/26 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:

Melissa DePalma
Witness Signature

Melissa DePalma
Printed Name of Witness

Gene Selg
Witness Signature

Gene Selg
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:
By T. Austin Simmons

Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

T. Austin Simmons

Printed Name of Signer

President of Brightwork Real Estate, Inc, Manager to BW 301 Paseo, LLC

Title of Signer

3708 W Swann Ave, Suite 200, Tampa, FL 33609

Address of Signer

813-333-0681

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

By [Signature]
Approved As To Form And Legal Sufficiency.

Representative 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 May, 2026, by T. Austin Simmons as
(day) (month) (year) (name of person acknowledging)

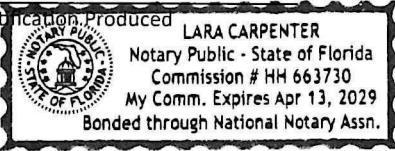
President of Brightwork Real Estate, Inc, Manager to BW 301 Paseo, LLC for BW 301 Paseo, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Lara Carpenter

(Signature of Notary Public - State of Florida)

Type of Identification Produced



(Notary Seal)

Lara Carpenter

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

HH663730

(Commission Number)

04/13/2029

(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)



CASHIER'S CHECK

2415460

PURCHASER'S COPY
RETAIN FOR YOUR RECORDS

PAY Nine Thousand Twelve and 42/100ths Dollars

DATE: 05/01/2026

TO THE Hillsborough County BOCC
ORDER
OF

\$9,012.42

NON NEGOTIABLE

BW 301 Paseo LLC
REMITTER

MEMO

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



CASHIER'S CHECK

2415460

1-279-260

DATE: 05/01/2026

901242
NINE THOUSAND ONE HUNDRED TWENTY AND 42/100 CTSCTS

PAY Nine Thousand Twelve and 42/100ths Dollars

\$9,012.42

TO THE Hillsborough County BOCC
ORDER
OF

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

BW 301 Paseo LLC
REMITTER

MEMO

[Signature]
AUTHORIZED SIGNATURE
[Signature]
AUTHORIZED SIGNATURE

⑈ 2415460⑈ ⑆021201383⑆ 0041297490⑈

APPROVED BY THE COUNTY ATTORNEY

BY *[Signature]*
Approved As To Form And Legal
Sufficiency.

FORM NO. 9851B COPYRIGHT © 2015 ANTI-FRAUD PROTECTION

PROJECT ESTIMATE TABULATION

Paseo Al Mar Right Turn Lane

LOCATION: Hillsborough County

4/15/2026

FDOT District 7

FDOT Pay Item No.	FDOT Description	Quantity	Unit	Weighted Average Cost		Total Amount
0120 1	Regular Excavation	310	CY	\$25.00	\$/CY	\$7,750.00
0425 1551	Inlet, DT Bot, Type E, <10'	1	EA	\$9,651.79	\$/EA	\$9,651.79
0160 4	Type B Stabilization (12" LBR 40)	444	SY	\$7.31	\$/SY	\$3,245.64
0285709	16" Recycled Aggregate	444	SY	\$41.78	\$/SY	\$18,550.32
0337 7 82	Asph Conc FC, Traffic C, FC-9.5, PG 76-22	40	TN	\$199.95	\$/TN	\$7,998.00
0527 2	Detectable Warnings	50	SF	\$42.62	\$/SF	\$2,131.00
0520 1 10	Concrete Curb & Gutter, Type F	190	LF	\$38.60	\$/LF	\$7,334.00
0522 1	Concrete Sidewalk and Driveway 4"	121	SY	\$73.12	\$/SF	\$8,847.52
0711 15101	Thermoplastic, Solid, Std-Op, White, Solid, 6"	.2	GM	\$9,879.27	\$/GM	\$1,975.85
0711 15131	Thermoplastic, Solid, Std-Op, White, Skip, 6"	.2	GM	\$4,359.67	\$/GM	\$871.93
0711 11123	Thermoplastic, Std, White, Solid 12"	75	LF	\$2.57	\$/LF	\$192.75
0711 11125	Thermoplastic, Std, White, Solid 24"	75	LF	\$6.86	\$/LF	\$514.50
0711 14170	Thermoplastic, Preformed, White, Arrow	5	EA	\$183.35	\$/EA	\$916.75
0570 1 2	Performance Turf, Sod	200	SY	\$4.35	\$/SY	\$870.00
101 1	Maintenance of Traffic	10	DA	\$1,927.42	\$/DA	\$19,274.20
SUBTOTAL						\$90,124.26
TOTAL						\$90,124.26

Estimate Prepared By:

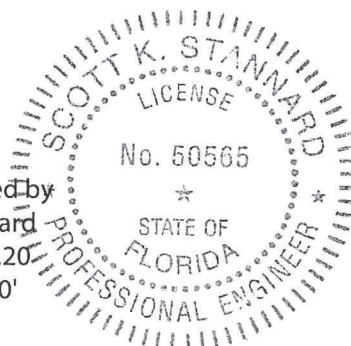
Scott K. Stannard, P.E.

Company Name:

Goodwyn Mills Cawood, LLC

**Scott K.
Stannard**

Digitally signed by
Scott K. Stannard
Date: 2026.05.20
08:43:58 -04'00'



Scott K. Stannard, State of Florida, Professional Engineer, License No. 50565. This item has been digitally signed and sealed by Scott K. Stannard, P.E. on the date indicated here. Signature must be verified on any electronic copies