

SUBJECT: Interstate 4 Distribution Center Off-Site Bond Replacement
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 20, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept a new agreement and financial security for Interstate 4 Distribution Center Off-Site, located in Section 27, Township 28, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (turnlane) 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, and 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 new Warranty Bond in the amount of \$13,653.93 and authorize the Chairman to execute the Owner Developer Agreement for Warranty of Required Off-Site Improvements.

On December 8, 2020, the Board of County Commissioners administratively accepted this project under an agreement with USRLP I-4 Tampa, LLC and Travelers Casualty and Surety Company of America. Since that BOCC Agenda date the owner has changed to The Realty Associates Fund XII Portfolio, L.P. and a new agreement and financial Bond from Fidelity and Deposit Company of Maryland have been issued. Upon acceptance of the above agreement and financial security, the previous owners bond is to be released. The new developer is The Realty Associates Fund XII Portfolio, L.P.

BACKGROUND:

On May 10, 2019, Permission to Construct Prior to Platting was issued for Interstate 4 Distribution Center Off-Site. The developer has submitted the required replacement Bond, which the County Attorney's Office has reviewed and approved. The developer is The Realty Associates Fund XII Portfolio, L.P and the engineer was Landmark Engineering & Surveying, Corporation.

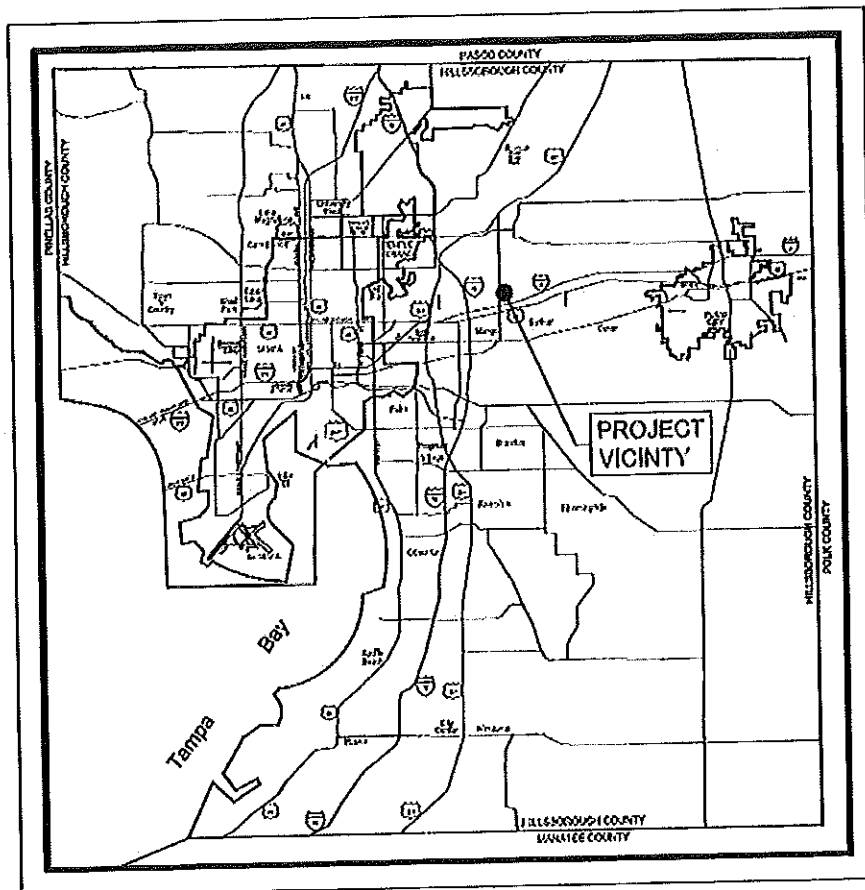
LANDMARK

Engineering & Surveying Corporation

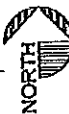
8516 Palm River Road, Tampa, FL 33610-4615 | 813-821-7841 | Fax 813-821-6761 | mail@lasc.com | www.lasc.com

Interstate 4 Distribution Center PI No. 4587 Folio No. 62176.0000

Vicinity Map



Vicinity Map
NOT TO SCALE



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

This Agreement made and entered into this _____ day of _____, by and between The Realty Associates Fund XII Portfolio, L.P., 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 Interstate 4 Distribution 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

Interstate 4 Distribution Center are as follows: offsite turn lane.

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. A Warranty Bond, dated _____, with The Realty Associates Fund XII Portfolio, L.P. as Principal, and _____ as Surety.

A copy of said warranty bond 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 7th day of May 2021.


ATTEST:

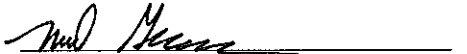
OWNER/DEVELOPER:

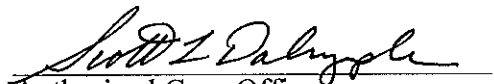
THE REALTY ASSOCIATES FUND
XII PORTFOLIO, L.P.

By: The Realty Associates Fund XII, L.P.,
Its general partner

By: Realty Associates Fund XII, LLC,
Its general partner


Witness N. H. Antonelli


Witness MICHAEL GUONAN


Authorized Corp Officer
Scott L. Dalrymple
Sr. Vice President
Name (typed, printed or stamped)

Address of Signer

c/o TA Realty LLC
28 State Street, 10th Floor,
Boston, MA 02109

Phone Number of Signer – 617/476-2700

NOTARY PUBLIC:

COMMONWEALTH OF MASSACHUSETTS

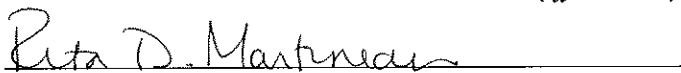
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§

COUNTY OF SUFFOLK

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On this 7th day of MAY, 2021, before me, the undersigned notary public, personally appeared SCOTT L. DALRYMPLE, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Sr. VP of REALTY ASSOCIATES FUND XII, LLC, in its capacity as the general partner of THE REALTY ASSOCIATES FUND XII, L.P., in its capacity as the sole member of THE REALTY ASSOCIATES FUND XII PORTFOLIO, L.P., a Delaware limited partnership, on behalf of such entity.

(official seal)


Notary Public

My Commission Expires: 5-17-2024



ATTEST:

Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY  _____
Approved As To Form And Legal
Sufficiency.

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we The Realty Associates Fund XII Portfolio, L.P. called the Principal and Fidelity and Deposit Company of Maryland called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Thirteen Thousand Six Hundred Fifty Three and 93/100 Dollars (\$13,653.93) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these site development regulations affect the site of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (Off-Site turnlane) for maintenance constructed in conjunction with the site known as Interstate 4 Distribution Center; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site turnlane) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.

WHEREAS, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the off-site improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as Interstate 4 Distribution Center against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL January 8, 2023.

SIGNED, SEALED AND DATED this _____ 12th _____ day of _____ May _____, 20 21 _____.

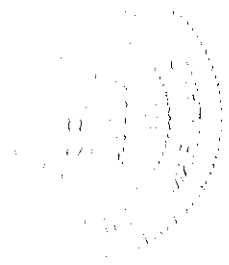
ATTEST: *Scott L. Dalrymple*
Scott L. Dalrymple, Senior Vice President
The Realty Associates Fund XII Portfolio, L.P.

PRINCIPAL (SEAL)

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

ATTEST: *Eric Strba*
Eric Strba, Witness

Kathryn Pryor
ATTORNEY-IN-FACT (SEAL)
Kathryn Pryor



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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Bryan M. CANESCHI, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. STEVENSON, Brendan W. FLETCHER, Cassandra BAEZ, Jacqueline R. SUSCO, Jance WRIGHT, Kathryn PRYOR, Nicholas TURECAMO, Phillip M. KNOWER** of Hartford, Connecticut, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22ND day of December, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 22nd day of December, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President** and **Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of May, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfelaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

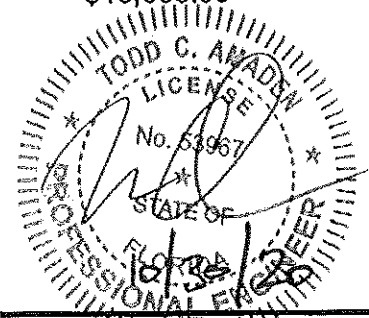
or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.

**INTERSTATE 4 DISTRIBUTION CENTER
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$88,258.50
SCHEDULE B - STORM DRAINAGE SYSTEM	\$48,280.80
TOTAL (SCHEDULES A - B)	\$136,539.30
10% WARRANTY BONDING	\$13,653.93



Todd C. Amaden
License No. 53967

**INTERSTATE 4 DISTRIBUTION CENTER
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	2,850	SY	MILL & OVERLAY EXISTING NB LANE (1" FC - 12.5)	\$24.01	\$68,428.50
2	700	LF	FDOT TYPE F CURB	\$19.83	\$13,881.00
3	300	LF	36" VALLEY GUTTER	\$19.83	\$5,949.00

TOTAL STREET IMPROVEMENTS \$88,258.50

**INTERSTATE 4 DISTRIBUTION CENTER
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	758	LF	18" RCP	\$33.40	\$25,317.20
2	4	EA	TYPE 5 CURB IN LETS	\$3,653.30	\$14,613.20
3	1	EA	"C" INLET	\$2,609.50	\$2,609.50
4	2	EA	"P" MANHOLES	\$2,870.45	\$5,740.90

TOTAL STORM DRAINAGE SYSTEM **\$48,280.80**

COPY

SUBJECT: Interstate 4 Distribution Center Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 8, 2020
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 (turnlane) 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 Interstate 4 Distribution Center Off-Site, located in Section 27, Township 28, 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 a Warranty Bond in the amount of \$13,653.93 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 10, 2019, Permission to construct was issued for Interstate 4 Distribution 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is USRLP I-4 Tampa, LLC and the engineer is Landmark Engineering & Surveying, Corporation.