

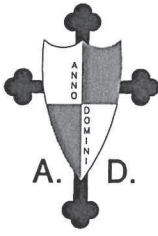
SUBJECT: Mango Pointe Commercial Off-Site **PI#3069**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 10, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

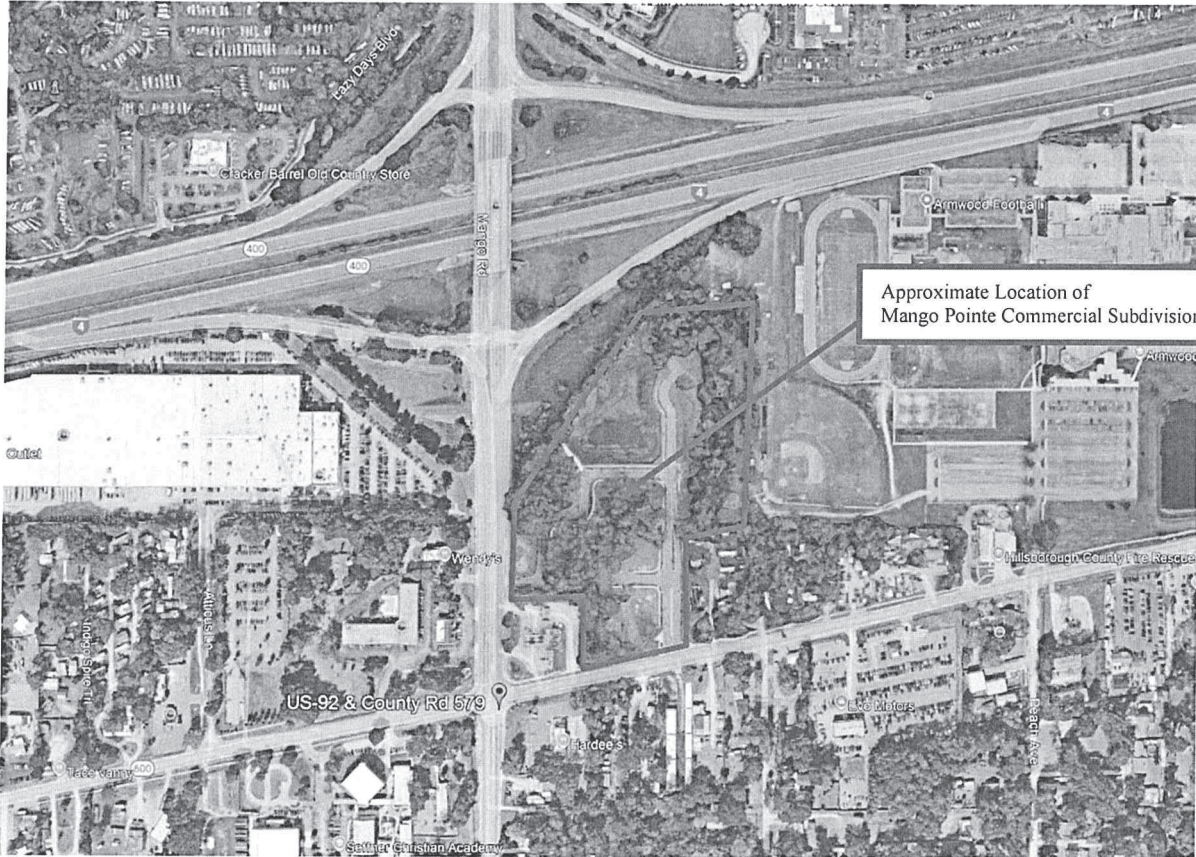
Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water main) for Maintenance to serve Mango Pointe Commercial Subdivision Off-Site, located in Section 34, Township 28, and Range 20, upon proper completion, submittal and approval 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 \$2,714.31 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On May 24, 2018, Permission to Construct Prior to Platting was issued for Mango Pointe Commercial Subdivision, after construction plan review was completed on April 25, 2018. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Mango Pointe, LLC and the engineer is A.D. Engineering, PA.



A.D. ENGINEERING, P.A.
"ENGINEERING EXCELLENCE"



**NTS-Visinity Map
of
Mango Point Commercial Subdivision
HC PI: 3069**

**SUBDIVIDER'S AGREEMENT FOR
WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 2024, by and between Mango Pointe, LLC, hereinafter referred to as the "Subdivider" 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 established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC authorizes the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Subdivider in conjunction with 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 Subdivider has completed certain off-site improvement facilities in conjunction with the subdivision known as Mango Pointe (hereafter, the "Subdivision"); and

WHEREAS, pursuant to the LDC, the Subdivider has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Subdivider 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 Subdivider has offered to warrant 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 Subdivider as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Subdivider and the County agree as follows:

1. The terms, conditions and regulations contained in the Hillsborough County Land Development Code, 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 Subdivider agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Subdivider 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 LDC. The off-site improvement facilities, constructed in conjunction with the Subdivision are as follows:

Approximately 119 ft of 8" watermain located in the East U.S. Highway 92 (FDOT ROW) - From the HC connection point to the HC master meter.

Service request number: 17-0102 **PI 3069**

3. The Subdivider agrees to, and in accordance with the requirements of the LDC, 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 _____,
- b. A Warranty Bond, number _____ dated, _____ with _____ by order of _____, or _____,
- c. Cashier/Certified Check, number 1190319, dated 08/13/2024 which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider 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 Subdivider shall fail or neglect to fulfill its obligations under this Agreement and as required by the LDC, the Subdivider 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 Subdivider's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the LDC, to accept the off-site improvement facilities for maintenance, at such time as:
 - a. The Engineer-of-Record for the Subdivider 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 the 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 the 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.
- 8. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 9. This document contains the entire agreement of these 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:

Sean A. Odegard
Witness Signature

Sean A. Odegard
Printed Name of Witness

Janivel P. Ward
Witness Signature

Janivel P. Ward
Printed Name of Witness

Subdivider:

By *Edward M. Verner*
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Edward M. Verner
Name (typed, printed or stamped)

President
Title

110 E Reynolds St #700, Plant City, FL 33563
Address of Signer

813-752-1442
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

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
14th day of August, 2024, by Edward M. Verner as
(day) (month) (year) (name of person acknowledging)
President for Mango Pointe 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

Type of Identification Produced



JANICE L.P. WARD
Commission # HH 228974
Expires March 6, 2026

[Signature]

(Signature of Notary Public - State of Florida)

JANICE L.P. WARD

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

HH 228974 03/06/2026

(Commission Number) (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
14th day of August, 2024, by Edward M Verner
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Type of Identification Produced

(Notary Seal)

[Signature]

(Signature of Notary Public - State of Florida)

JANICE L.P. WARD

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

HH 228974 03/06/2026

(Commission Number) (Expiration Date)

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE
REQUIRED BEFORE AN OFFICIAL CHECK OF THIS BANK
WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.



P.O. BOX 966
CONWAY, AR 72033

1190319

REMITTER

81-275/829
2000040

WASHED POINTS LLC

DATE 08/17/2021

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

\$2,714.31

Two Thousand Seven Hundred Fourteen Dollars AND 31 Cents

Security features included. Details on back.

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

CASHIER'S CHECK

PI 3069

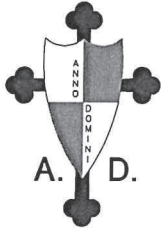
⑈ 1190319⑈ ⑆ 082902757⑆

2000040⑈

Kelly Beeke
Shela J. Barrett

APPROVED BY THE COUNTY ATTORNEY

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



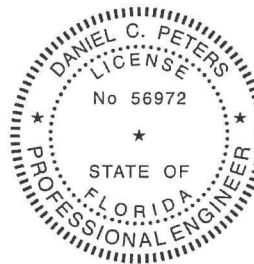
A.D. ENGINEERING, P.A.
"ENGINEERING EXCELLENCE"

Mango Pointe Commercial Subdivision: HC PI 3069

Mango Pointe off site watermain connection material

Discription	QTY	Unit	Price	Total
8" Ductile Iron Pipe	119	LF	\$ 39.34	4681.46
20" steel casing pipe	83	LF	\$ 139.02	11538.66
8" x 8" Tee	1	EA	\$ 2,554.00	2554
8" 11.25 elbow	2	EA	\$ 758.02	1516.04
8" 45 elbow	2	EA	\$ 1,885.00	3770
8" x 8" vert. elbow	2	EA	\$ 689.82	1379.64
8" gate valve	1	EA	\$ 1,703.33	1703.33

\$ 27,143.13



Digitally signed by Daniel C Peters
DN: c=US, o=A.D. ENGINEERING
P.A.,
dnQualifier=A01410C000018EED
DF17D8000EA295, cn=Daniel C
Peters
Date: 2024.09.12 14:22:41 -04'00'

Daniel C. Peters, P.E.
FL P.E. No. 56972



**Hillsborough
County Florida**
Development Services

Engineer of Record Certification of Construction Completion

I, Daniel C. Peters, P.E., hereby certify that I am associated with the firm of A. D. Engineering, P.A.. I certify that construction of the Improvement Facilities, at Mango Pointe HC PI 3069 have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 29 day of November, 2023

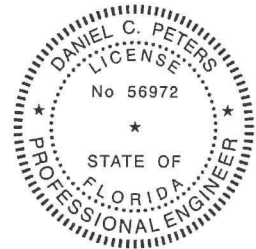
Daniel C. Peters

(signature)

Florida Professional Engineer No. 56972

Digitally signed by Daniel C Peters
DN: c=US, o=A.D. ENGINEERING
P.A.,
dnQualifier=A01410D0000017888F
A416F0001156C, cn=Daniel C
Peters
Date: 2023.11.29 10:44:26 -05'00'

Affix Seal



No County agreement, approval or acceptance is implied by this Certification.