

**SUBJECT:** Mango Terrace Apartments Off-Site  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** July 26, 2022  
**CONTACT:** Lee Ann Kennedy

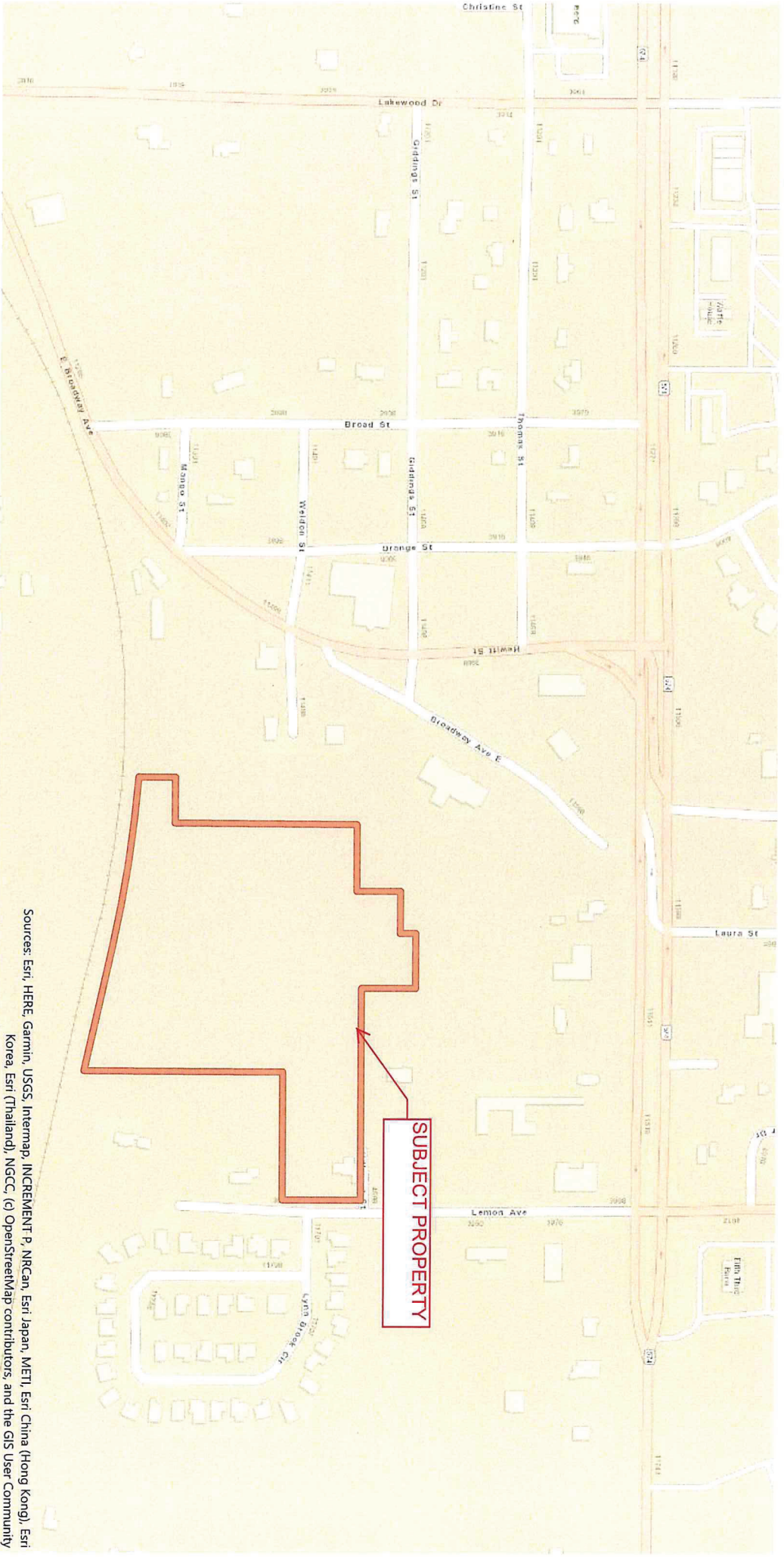
---

**RECOMMENDATION:**

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage and sidewalks) 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 Mango Terrace Apartments Off-Site located in Section 09, Township 29, 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 \$15,732.49 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On December 3, 2020, Permission to construct was issued for Mango Terrace Apartments 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is SP Terrace, LLC and the engineer is Tampa Civil Design.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202~~2~~  
by and between SP Terrace 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 Mango Terrace Apartments; 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 Mango Terrace Apartments are as follows: Drive access connection, curbing, stormwater improvements, roadway improvements, & sidewalk

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 6/1/2022, with SP Terrace LLC as Principal, and Philadelphia Indemnity Insurance Company as Surety, or \_\_\_\_\_
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall 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 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 1<sup>st</sup> day of June, 2022

ATTEST:

OWNER/DEVELOPER:

Carrie J. House  
Witness

[Signature]  
Authorized Corporate Officer or Individual

[Signature]  
Witness

J. David Page, Manager of SP Terrace Manager LLC, Manager of Owner  
Name (typed, printed or stamped)

NOTARY PUBLIC

5403 W. Gray St., Tampa, FL 33609  
Address of Signer

813-288-6988

CORPORATE SEAL  
(When Appropriate)

Phone Number of Signer

ATTEST:

Clerk of  
the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF WASHINGTON

COUNTY OF PIERCE \_\_\_\_\_

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2022, by J. David Page respectively as Manager of SP Terrace Manager LLC, Manager of SP Terrace LLC a Limited Liability Company under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

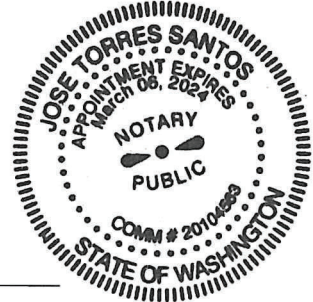
Sign: Jose Torres Santos (Seal)

Print: Jose Torres Santos

Title or Rank: Notary Public

Serial Number, if any: Comm # 20104563

My Commission Expires: March 6, 2024



**INDIVIDUAL ACKNOWLEDGMENT:**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we SP Terrace LLC called the Principal and Philadelphia Indemnity Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Fifteen Thousand Seven Hundred Thirty-Two Dollars & 49/100 (\$15,732.49) 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 Drive access connection, curbing, stormwater improvements, roadway improvements, & sidewalk) for maintenance constructed in conjunction with the site known as Mango Terrace Apartments; and

**WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site Drive access connection, curbing, stormwater improvements, roadway improvements, & sidewalk) 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 Mango Terrace Apartments 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 August 26, 2024.**

SIGNED, SEALED AND DATED this 1st day of June, 2022.

ATTEST:

\_\_\_\_\_

SP Terrace LLC

  
\_\_\_\_\_  
**PRINCIPAL (SEAL)**

Philadelphia Indemnity Insurance Company

  
\_\_\_\_\_  
**SURETY (SEAL)**

George C. Schroeder, Attorney In Fact



ATTEST:

  
\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
Nicholas W. Paget



APPROVED BY THE COUNTY ATTORNEY

BY   
\_\_\_\_\_

Approved As To Form And Legal Sufficiency.



PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Nicholas W. Paget, Shawn M. Wilson, Shelly Donovan and George Schroeder of Alliant Insurance Services Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

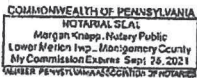
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Margan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of June, 2022.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**STREET AND DRAINAGE COSTS FOR WARRANTY BOND**  
**MANGO TERRACE PI#4990**  
**STORM WATER COST ESTIMATE**

Item	QTY	Unit	Unit Price	Total
24" RCP	132	LF	\$ 60.00	7,920.00
18" RCP	20	LF	\$ 45.00	900.00
18" MES	1	EA	\$ 1,400.00	1400.00
CURB STORM STRUCTURE	1	EA	\$ 2,641.00	2641.00
FDOT TYPE C INLET	2	EA	\$ 2,310.79	4,621.58
<b>Total</b>				<b>\$17,482.58</b>

**ROADS/CURBS/TRAFFIC COST ESTIMATE**

Item	QTY	Unit	Unit Price	Total
MILL 1" EX. ASPHALT (LEMON)	10,022	SF	\$1.08	\$10,823.94
OVERLAY MILLED AREA 2" SP-12.5 ( LEMON)	10,022	SF	\$2.00	\$20,044.00
12" STABILIZED SUBGRADE ( GIDDING)	1,268	SY	\$5.34	\$6,771.12
8" CRUSHED CONCRETE ROCK BASE (GIDDING)	1,268	SY	\$33.46	\$42,427.28
2" TYPE SP-12.5 ASPHALT (GIDDING)	1,268	SY	\$24.25	\$30,749.00
6' SIDEWALK	3,468	SF	\$5.25	\$18,207.00
Curb	1,082	LF	\$10.00	\$10,820.00
<b>Total</b>				<b>\$139,842.34</b>

**\$157,324.92**  
**\$15,732.49**

Jeremy Couch, P.E.

70658

5/24/20

