



# Agenda Item Cover Sheet

Agenda Item No. \_\_\_\_\_

Meeting Date June 7, 2022

- Consent Section     
  Regular Section     
  Public Hearing

**Subject:** Development agreement with Hillsborough County Schools (District) and Lennar Homes, LLC (Developer) providing for construction by the Developer of improvements to West Lake Drive, as well as improvements to the intersection of West Lake Drive and SR 674, as alternative mobility fee satisfaction, which will support the impacts of a three-school educational campus on West Lake Drive, provide for satisfaction of school concurrency by payment of a proportionate share mitigation by Developer to the School District and for the Developer to construct and receive reimbursement for access and utility improvements required by the educational campus.

<b>Department Name:</b> Development Services Department	
<b>Contact Person:</b> Adam Gormly	<b>Contact Phone:</b> 276-8422
<b>Sign-Off Approvals:</b>	
<hr/> <small>Assistant County Administrator</small> <small>Date</small>	 <hr/> <small>Department Director</small> <b>5/26/2022</b> <small>Date</small>
<small>Management and Budget – Approved as to Financial Impact Accuracy</small> <small>Date</small>	<small>County Attorney – Approved as to Legal Sufficiency</small> <small>Date</small>

**Staff's Recommended Board Motion:**  
 Conduct the second of two required public hearings and approve a developer agreement with Hillsborough County Schools (District) and Lennar Homes, LLC (Developer). The agreement provides for construction by the Developer of improvements to West Lake Drive, as well as improvements to the intersection of West Lake Drive and SR 674, as alternative mobility fee satisfaction, which will support the impacts of a three-school educational campus on West Lake Drive. The agreement will also provide for the satisfaction of school concurrency by payment of a proportionate share mitigation by Developer to the School District and for the Developer to construct and receive reimbursement for access and utility improvements required by the educational campus.

Approval of this agreement item would not increase or decrease any County Departmental budgets.

**Financial Impact Statement:**  
 Approval of this agreement item would not increase or decrease any County Departmental budgets.

**Background:**  
 Hillsborough County Schools (District) filed major modification application MM 21-1342 seeking siting approval for a three-school educational campus on West Lake Drive in Wimauma south of SR 674 which was approved by the Board of County Commissioners at the May 10, 2022, Land Use Meeting. The campus will accommodate up to 2,517 pre-k through 8th grade students and up to 3,230 high school students. As part of the review of the school siting request, it was determined that improvements would be needed to West Lake Drive and the intersection of West Lake Drive and SR 674 in order to accommodate the traffic that would be associated with the school site.

Lennar Homes, LLC (Developer) filed a rezoning request for a site proximate to and south of the proposed three-school educational campus on West Lake Drive (PD 21-0959), which was approved by the Board of County Commissioners at the May 10, 2022, Land Use Meeting.

The proposed agreement among the County, District and the Developer would provide for the Developer to construct roadway improvements to West Lake Drive and its intersection with SR 674 necessary to support the school site. Developer will reconstruct West Lake Drive from its current substandard condition to provide 11' travel lanes with curb and 10' bike/pedestrian paths on each side of the road which will be required as a condition of its rezoning. Developer will also improve the intersection of West Lake Drive and SR 674 to add turn lanes and signalize the intersection; the intersection improvements will be constructed as an alternative satisfaction of mobility fee obligations for several projects being developed by Lennar Homes. The estimated cost of the intersection improvements is \$2,995,000. For both the West Lake Drive and intersection improvements, Developer will be responsible for designing, permitting, acquiring land and construction of the improvements.

The proposed agreement also provides that Developer will construct site access improvements for the school site consisting of turn lanes and signalization of the main entrance and utility extensions to serve the schools. District will reimburse Developer directly for such work in an amount estimated to be \$2,857,388.

The proposed agreement will also serve as a school concurrency proportionate share agreement that would allow Developer to satisfy school concurrency through a proportionate share mitigation payment to District of up to \$3,927,831 based on residential unit count and product mix for the project.

The agreement has been presented to the Hillsborough County School Board which approved the agreement at its April 19, 2022 meeting. Subsequent to approval of the agreement by the Hillsborough County School Board a scrivener error was discovered regarding one of the Developer projects that was intended to qualify for alternative satisfaction of mobility fee obligations. An addendum has been] added to the agreement to provide a correct project reference and the School District has confirmed that such scrivener error correction does not affect the School District and therefore does not require any additional action by the School Board.

List Attachments: Development Agreement with Exhibits

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into by and between **LENNAR HOMES, LLC**, a Florida limited liability company (the "Developer"), and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida (the "County") and **HILLSBOROUGH COUNTY SCHOOLS** (the "District").

### PURPOSE STATEMENT

Pursuant to the Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 - 163.3243, (the "Act"), the purpose of this Agreement is to establish cooperative efforts between the public and private sectors whereby:

- (a) Developer will design, permit, and construct: (i) certain roadway and mobility improvements to West Lake Drive (referred to herein as the "**West Lake Improvements**"), (ii) certain intersection improvement to West Lake Drive and State Road 674 (referred to herein as the "**Intersection Improvements**"), and (iii) certain public utility extensions (referred to herein as the "**Utility Extensions**") that confer benefits to the County and District greater than the impacts of Developer Project (as defined herein); and
- (b) District will reimburse Developer for a portion of the actual cost to design, permit, and construct the West Lake Improvements and Utility Extensions as more particularly set forth herein, and reimburse Developer in full for the actual cost to design, permit, and construct site access improvements into the District Property (referred to herein as the "**District Access Improvements**"); and
- (c) District and County will recognize the vested satisfaction of public school concurrency for Developer Project (as defined herein), subject to Developer making a Proportionate Share Mitigation (as defined herein) payment, which will enable the District to add the District Project (as defined herein) to the School District Five Year Facilities Plan at the time of its next annual update consistent with Section 163.3180(6)(h)(2)(c), Florida Statutes and this Agreement; and
- (d) County will recognize Developer's eligible costs to design, permit, and construct the Intersection Improvements (as defined herein), inclusive of acquiring necessary right-of-way and drainage easements, as alternative satisfaction of mobility fee obligations for the Developer Project, consistent with the Hillsborough County Mobility Fee Program Ordinance, Ordinance 16-8 (the "**Mobility Fee Ordinance**").

### WITNESSETH

**WHEREAS**, Developer is the contract purchaser and authorized agent for the owners of land described on Exhibit "A" attached hereto (the "**Developer Land**") which is generally located within the Wimauma community east of West Lake Drive and north of Bishop Road; and

WHEREAS, Developer proposes to develop and construct a residential subdivision on the Developer Land (the "**Developer Project**") initially consisting of a maximum of two-hundred ninety nine (299) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 21-0959, as may hereafter be amended (the "**Developer Zoning**"); and

WHEREAS, District is the fee simple owner of land described on **Exhibit "B"** attached hereto (the "**District Land**") which is located in close proximity to the Developer Land; and

WHEREAS, District proposes to develop and construct an educational campus consisting of elementary, middle, and high school facilities on the District Land (the "**District Project**") pursuant to Planned Development Zoning MM 21-1342 (the "**District Zoning**"); and

WHEREAS, the Developer Project and the District Project will require and/or benefit from roadway improvements and multi-use trail enhancements within the right-of-way for West Lake Drive between Bishop Road and State Road 674 (the "**WL Right-of-Way**"), as more particularly described in that Design Exception (dated February 22, 2022) attached hereto as **Exhibit "C"** (the "**West Lake Improvements**"); and

WHEREAS, District has agreed as a condition of the District Zoning as further implemented and agreed pursuant to this Agreement:

- (a) to dedicate to the County sufficient additional right-of-way to accommodate the West Lake Improvements adjacent to the District Land; and
- (b) to design, permit, and construct that portion of the West Lake Improvements adjacent to the District Land, together with site access improvements into the District Project ("**District Access Improvements**") as more particularly detailed on **Exhibit "D**;" and
- (c) to design, permit, and construct drainage facilities on the District Land, and grant easements in favor of the County over the same, sufficient to accommodate stormwater runoff from the West Lake Improvements as more particularly estimated on **Exhibit "E**."

The foregoing hereinafter described as (the "**District Road Improvements**"); and

WHEREAS, Developer has agreed as a condition of the Developer Zoning as further implemented and agreed pursuant to this Agreement:

- (a) to dedicate to the County sufficient additional right-of-way to accommodate the West Lake Improvements adjacent to the Developer Land; and
- (b) to fund the design, permit, and construct the West Lake Improvements, less and except the District Road Improvements that are directly adjacent to District Land, together with site access improvements into the Developer Project ("**Developer Access Improvements**"); and

- (c) to design, permit, and construct drainage facilities on the Developer Land, and grant easements in favor of the County over the same, sufficient to accommodate stormwater runoff from the West Lake Improvements as more particularly estimated on Exhibit "E."

The foregoing hereinafter described as (the "Developer Road Improvements"); and

**WHEREAS**, the Developer Project is consistent with the Hillsborough County Comprehensive Plan; and

**WHEREAS**, the Developer Project will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

**WHEREAS**, the Parties agree it would be most cost efficient, would minimize the impacts of roadway construction on the public, and otherwise be in the public interest for the Developer to design and construct the District Road Improvements concurrent with the Developer Road Improvements; and

**WHEREAS**, the Developer Project and the District Project will require and/or benefit from the extension of water and sewer mains within the WL Right-of-Way to serve their respective projects as graphically depicted on Exhibit "F" attached hereto (the "Utility Extensions"); and

**WHEREAS**, the Parties further agree it would be most cost efficient, would minimize the impacts of roadway construction on the public, and otherwise be in the public interest for the Developer to design and construct the Utility Extensions at time Developer constructs the Developer Road Improvements and District Road Improvements; and

**WHEREAS**, the District has agreed to reimburse Developer, pursuant to processes and procedures more particularly described in this Agreement, for (a) the actual costs to design, permit, and construct the District Road Improvements, which are directly adjacent to District Land, and (b) the District's proportionate share of the actual cost to design, permit, and construct the Utility Extensions based on the respective capacity need estimates for each project set forth on Exhibit "G" (collectively, the "District Funded Improvements"); and

**WHEREAS**, the County desires the construction of certain intersection improvements at West Lake Drive and State Road 674 as generally described on Exhibit "H" attached hereto (the "Intersection Improvements"), located within Mobility Fee Benefit District 4 pursuant to the Mobility Fee Ordinance; and

**WHEREAS**, the Intersection Improvements will require Developer to acquire additional right-of-way and drainage easements from other parcels of land located at the intersection (collectively, the "Intersection Right-of-Way"), which for purposes of this Agreement shall be considered part of the Intersection Improvements; and

**WHEREAS**, the County has added the Intersection Improvements to the County's six-year capital improvement program contemporaneous with approval of this Agreement ("**Capital Plan Update**"); and

**WHEREAS**, pursuant to the Mobility Fee Ordinance, a developer may propose to construct, pay for, or contribute [to], a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar-for-dollar basis (each such contribution being an "**Eligible Contribution**"); and

**WHEREAS**, the Intersection Improvements qualify as an Eligible Contribution pursuant to the Mobility Fee Ordinance that will confer an area-wide benefit to the mobility network beyond the geographic limits of the Developer Project, 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 construction of the Eligible Contribution; and

**WHEREAS**, Developer has proposed to (i) dedicate, or cause the dedication of, the Intersection Right-of-Way to the County, and (ii) design, permit, and construct the Intersection Improvements consistent with the Capital Plan Update; and

**WHEREAS**, the County has agreed to recognize and accept the Intersection Improvements, inclusive of the Intersection Right-of-Way, which shall be accepted with the authorization of the party dedicating the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees for the Developer Project (as further defined in Section 3 below), consistent with Mobility Fee Ordinance.

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 are hereby acknowledged, it is mutually agreed as follows:

1. **Whereas Clauses**. The Whereas clauses 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. **Developer Project**. The Developer Project will consist of a maximum of two-hundred ninety-nine (299) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 21-0959, and may be modified and/or expanded by the Developer as described below:

a. Notwithstanding anything in this Agreement to the contrary, Developer shall have the right to (1) request an amendment to Developer Zoning, for purposes that include but are not limited to an increase in the number of approved residential units consistent with the Comprehensive Plan ("**Developer Zoning Amendment**") which if approved by the County will automatically become part of the Developer Project, and (2)

expand the Developer Project (in addition to the land and entitlements that are the subject of Developer Zoning), for all purposes set forth in this Agreement, to include the following contiguous, adjacent lands as part of a unified development:

- i. Approximately 5.25 acres, commonly referred to as Folio 079525-0400, and proposed by Developer for a residential subdivision consisting of a maximum of twenty-one (21) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 22-0443 (the "**West Lake Annex**").

In the event the above rezoning is approved by the County and Developer elects to include the West Lake Annex as part of the Developer Project, then upon written notice by Developer to County and District: (i) the Proportionate Share Mitigation for West Lake Annex shall be as set forth in **Exhibit "I"** such that Developer satisfies all public school concurrency obligations associated with the impacts of West Lake Annex, and (ii) the mobility fee obligations arising from the West Lake Annex may be alternatively satisfied by the Intersection Improvements consistent with the Mobility Fee Ordinance.

In the event a Developer Zoning Amendment is approved by the County that increases the number of approved residential units (i) the Proportionate Share Mitigation attributable to Developer Zoning Amendment shall be as set forth in **Exhibit "I"** such that Developer satisfies all public school concurrency obligations associated with the impacts of Developer Zoning Amendment, and (ii) the mobility fee obligations arising from the Developer Zoning Amendment may be alternatively satisfied by the Intersection Improvements consistent with the Mobility Fee Ordinance.

Developer understands and agrees that nothing contained in this Agreement shall be construed as County approval of any rezoning action or as a guarantee or promise that such approvals will be granted. Each rezoning application shall be reviewed on its own merits based on the laws, ordinances, rules, policies, and regulations in effect at the time of review.

- b. Additionally, the County hereby agrees to recognize the Intersection Improvements, inclusive of the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees obligations for the following additional Developer projects, each of which are owned in fee simple by Developer and similarly located within Mobility Fee Benefit District 4, pursuant to the Mobility Fee Ordinance and consistent with Sections 7 and 8 of this Agreement:

- i. That certain residential subdivision consisting of one hundred forty-seven (147) single-family attached and detached units the plat for which is recorded at Plat Book 141, Page 247 of the Hillsborough County Official Records and commonly referred to as "**South Creek Phases 2A, 2B, and 2C**;" and
- ii. That certain residential subdivision consisting of seventy-one (71) single-family detached units the plat for which is recorded at Plat Book 142, Page

63 of the Hillsborough County Official Records and commonly referred to as "**Touchstone Phase 6;**" and

iii. That certain residential subdivision consisting of seventy-two (72) single-family detached units the plat for which is recorded at Plat Book 142, Page 173 of the Hillsborough County Official Records and commonly referred to as "**Ventana Phase 4;**" and

iv. That certain residential subdivision currently proposed for one hundred twenty-six (126) single family detached units as depicted on the Preliminary Plat for "**South Shore Pointe**" (Folio: 54985.0000 / HC Project ID 5630); and

The foregoing development projects shall be referred to in this Agreement as the "**Additional Developer Projects.**"

Notwithstanding anything in this Agreement to the contrary, this Agreement is not intended, nor shall it be interpreted, to impose any obligations, limitations, or restrictions of any type on the Additional Developer Projects. The Additional Developer Projects are included for the sole and exclusive purpose of establishing the County's agreement to recognize the Intersection Improvements, inclusive of the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees obligations for any Additional Developer Projects approved in compliance with all applicable regulatory requirements and as provided in Sections 7 and 8 of this Agreement.

## WEST LAKE IMPROVEMENTS

4. **Design, Permitting and Construction.** For purposes of the following obligations and requirements, the West Lake Improvements shall be inclusive of the District Road Improvements and the Developer Road Improvements.

a. **West Lake Improvements.** The West Lake Improvements shall be designed, permitted, and constructed as provided below.

b. **Design and Permitting.** Developer shall design and permit the West Lake Improvements, at its sole cost and expense, but subject to reimbursement by the District as provided for in Section 6, including but not limited to any additional boundary and topographic surveys, geotechnical/soil studies and reports, environmental studies, assessments and reports, engineering and design services, application preparation and submittal fees and permit issuance fees, and any other usual and customary costs and expenses. County and District agree to cooperate with the Developer in securing any and all permits and other approvals necessary to construct the West Lake Improvements.

c. **Construction.** Developer shall construct and complete the West Lake Improvements no later than **June 1, 2025;** *provided*, the Developer shall only be obligated

to construct the District Access Improvements to the extent the District appropriates and fully funds the cost of constructing the District Funded Improvements.

d. **Additional Right-of-Way and Drainage Easements.** No later than the commencement of construction, Developer and District shall dedicate such additional right-of-way and drainage easements, as determined by issuance of all applicable government approvals and permits, which shall thereafter be deemed the minimum additional right-of-way and drainage easements necessary to construct the West Lake Drive Improvements. Upon such dedication, and for purposes of this Agreement, such additional right-of-way and easements shall be deemed part of the WL Right-of-Way as that term is used herein.

### UTILITY EXTENSIONS

5. **Design, Permitting and Construction:** For purposes of the following obligations and requirements, the Utility Extensions shall be inclusive of the water and sewer mains as graphically depicted on **Exhibit “F.”**

a. **Utility Extensions.** The Utility Extensions shall be designed, permitted, and constructed as provided below.

b. **Design and Permitting.** Developer shall design and permit the Utility Extensions, at its sole cost and expense, but subject to reimbursement by the District as provided for in Section 6, including but not limited to any additional boundary and topographic surveys, geotechnical/soil studies and reports, environmental studies, assessments and reports, engineering and design services, application preparation and submittal fees and permit issuance fees, and any other usual and customary costs and expenses. County and District agree to cooperate with the Developer in securing any and all permits and other approvals necessary to construct the Utility Extensions.

c. **Construction.** Developer shall construct and complete the Utility Extensions no later than **June 1, 2025**; *provided*, the Developer shall only be obligated to construct the Utility Extensions to the extent the District appropriates and fully funds the cost of constructing the District Funded Improvements.

d. **Additional Right-of-Way and Drainage Easements.** No later than the commencement of construction, Developer and District shall dedicate such additional right-of-way and drainage easements, as determined by issuance of all applicable government approvals and permits, which shall thereafter be deemed the minimum additional right-of-way and drainage easements necessary to construct the Utility Improvements. Upon such dedication, and for purposes of this Agreement, such additional right-of-way and easements shall be deemed part of the WL Right-of-Way as that term is used herein.

**DISTRICT REIMBURSEMENT FOR  
DISTRICT FUNDED IMPROVEMENTS**

6. **REIMBURSEMENT BY DISTRICT TO DEVELOPER.**

a. The District shall fund the actual costs to design, permit, and construct the District Funded Improvements.

b. The estimated cost of the District Funded Improvements, which includes the District Road Improvements and the District's proportionate share of the Utility Extensions, is **\$2,857,388.33** (See: **Exhibit "G"**). However, the District acknowledges that the actual costs for the District Funded Improvements could be less than or more than the estimated cost.

c. Subject to the terms, limitations and conditions of this Agreement, requests for reimbursement may be made by the Developer on a monthly basis by submission to the District of reimbursement requests satisfying the terms and conditions of this Agreement.

d. All requests for reimbursement shall be on a form approved by the District, and shall include, at a minimum, the line-item for which reimbursement is requested; the unit price for the line item; the date of submittal and requisition number; the person, firm, or corporation to whom payment was made; the amount of reimbursement being requested; and a detailed description of the services performed, or materials provided. In addition, documentation of all materials testing, and certifications as required by applicable technical standards shall be provided with requests for reimbursement, as and when applicable. The request must be accompanied by copies of paid bills, copies of checks, or other means of proving work was completed and paid for by the Developer. Each request for disbursement shall be accompanied by a certification from the contractor, if applicable, that the request is for expenses that have been incurred, together with lien waivers from all third-party contractors, subcontractors, and materialmen.

e. Within forty-five (45) days of receipt of a request for reimbursement of costs satisfying the terms and conditions of this Agreement, the District shall make a reimbursement payment to the Developer. All payments due to Developer under this Agreement shall be subject to Section 715.12, Florida Statutes (a.k.a. Florida Prompt Payment Act).

f. The District reserves the right to request additional commercially reasonable information in order to process a request for reimbursement or to waive any of the information required in this Section 6.

**MOBILITY FEE ALTERNATIVE SATISFACTION AGREEMENT  
(INTERSECTION IMPROVEMENTS)**

**7. Eligible Contributions and Developer Obligations.**

a. In connection with the Developer Project, the Developer proposes to construct, pay for, and/or contribute, or cause the contribution of, the following Eligible Contributions within the mobility network:

i. No later than **June 1, 2025**, dedicate, or cause the dedication of, the Intersection Right-of-Way; *provided*, no certificate of occupancy shall be issued for the Developer Project until such time as the Intersection Right-of-Way has been dedicated to the County or the mobility fees for the Developer Project have been paid; and

ii. No later than **June 1, 2025**, design, permit, and construct the Intersection Improvements at West Lake Drive and State Road 674; *provided*, no certificate of occupancy shall be issued for the Developer Project until such time as the Intersection Improvements is constructed and accepted for maintenance by the County and Florida Department of Transportation (“FDOT”), along with the required warranty bond, or the mobility fees for the Developer Project have been paid.

b. Developer acknowledges and agrees that **Exhibit “H”** is a general conceptual depiction 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 and permitting through the FDOT.

c. The estimated cost to design, permit, and construct the Intersection Improvements is **\$2,995,000.00**, although 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 (See: **Exhibit “G”**).

d. Upon dedication of the Intersection Right-of-Way within the time frame set forth herein, the actual, established value of such Eligible Contribution may be applied against mobility fee assessments for Developer Project, together with the Additional Developer Projects consistent with Section 7(d)(ii) below. Upon completion of the Intersection Improvements within the time frame set forth herein and acceptance by the County, the actual, established value of such Eligible Contribution may be applied against mobility fee assessments for Developer Project, together with the Additional Developer Projects consistent with Section 7(d)(ii) below.

i. When a certificate of occupancy is issued for the Developer Project, or an Additional Developer Project (consistent with Section 7(d)(ii) below), the established value of an Eligible Contribution shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the value of the full value of such

Eligible Contribution or the mobility fee assessment for Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), whichever is lower. In the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), will be issued more than one certificate of occupancy, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), the established value of the Eligible Contribution 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 such Eligible Contribution as reduced by any previous alternative satisfaction of mobility fees, whichever is lower. An Eligible Contribution may not be used in connection with the alternative payment of mobility fees for any development other than the Developer Project and Additional Developer Projects as defined in Section 3(b) above.

e. The Developer acknowledges and agrees that no reimbursement shall be made by the County to the Developer or to its successors or assigns for any Eligible Contribution, or portion thereof, the value of which exceeds the respective mobility fee assessment for the Developer Project, including the Additional Developer Projects as defined in Section 3(b) above. Notwithstanding the foregoing, and in recognition Developer is entering into this Agreement with limited engineering information upon which to estimate the costs and expenses associated with acquisition of the Intersection Right-of-Way and to design, permit, and construct the Intersection Improvements, the County agrees it shall consider in good faith, and act reasonably upon, any future Developer request to amend this Agreement in order to expand the list of Additional Developer Projects should the actual costs and expenses substantially exceed the Estimated Costs set forth on **Exhibit "G."**

f. The Developer acknowledges that its agreement to construct the Intersection Improvements and dedicate or cause the dedication of the Intersection Right-of-Way by **June 1, 2025** is necessary to enable the District to put the District Project in its 5-year Work Plan, and to induce the County and the District to accept proportionate share mitigation for the Developer Project. Therefore, subject to instances of Force Majeure, as defined below, the Developer's failure to complete the Intersection Improvements and to dedicate or cause to be dedicated the Intersection Right-of-Way by **June 1, 2025** shall void any concurrency approvals for the Developer Project provided by this Agreement, regardless of any Proportionate Share Mitigation paid, except for those residential units for which Certificates of Occupancy have been issued consistent with the conditions of approval for Developer Zoning.

## 8. **Eligible Contribution and County Obligations.**

a. Contemporaneous with this Agreement, County shall add the Intersection Right-of-Way and Intersection Improvements to the County's Capital Plan Update in a manner that causes each to qualify as an Eligible Improvement pursuant to the Mobility

Fee Ordinance; and further agrees such Eligible Improvements will not thereafter be removed from the County's Capital Plan.

b. Subject to Developer's dedication, or Developer causing such dedication, of the Intersection Right-of-Way within the time frame set forth in this Agreement, County agrees to apply the established value of such Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), on a dollar-for-dollar basis, up to the value of the full value of the Intersection Right-of-Way or the mobility fee assessment, whichever is lower. County further agrees that in the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), will be issued more than one certificate of occupancy, and upon timely dedication of the Intersection Right-of-Way, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), the established value of the Intersection Right-of-Way shall be applied against the respective mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

In event the Intersection Right-of-Way is not dedicated until after such time as mobility fees have been paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), upon application, the County shall refund mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), up to an amount the lesser of the mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), and the established value of the Eligible Contribution.

c. Subject to Developer's completion of the Intersection Improvements identified herein within the time frame set forth in this Agreement, County agrees to apply the established value of such Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), on a dollar-for-dollar basis, up to the value of the full value of the Intersection Improvements or the mobility fee assessment, whichever is lower. County further agrees that in the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), will be issued more than one certificate of occupancy, and upon timely completion of the Intersection Improvements, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), the established value of the Intersection Improvements 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 such Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

In the event the Intersection Improvements is not completed and accepted until after such time as mobility fees for the Developer Project, or Additional Developer Project

(consistent with Section 7(d)(ii) above), upon application, the County shall refund mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), up to an amount the lesser of the mobility fees paid for the Developer Project or Additional Developer Project (consistent with Section 7(d)(ii) above), and the established value of the Eligible Contribution.

## **DESIGN, PERMIT, AND CONSTRUCTION PROCEDURES**

9. **Cooperation.** The Parties hereby covenant and agree to cooperate with one another in connection with the preparation, submission and processing of applications and related materials, studies and information necessary to obtain all regulatory approvals necessary to construct the West Lake Improvements (inclusive of the District Road Improvement and Developer Road Improvements) and the Intersection Improvements; *provided*, Developer and District shall be responsible for funding the cost and expense of such efforts as agreed pursuant to this Agreement.

Without limiting the foregoing, the District's cooperation shall include, at its sole cost and expense: (a) having a representative available, or having its consultants available, to participate in meetings with regulatory agencies having jurisdiction over the improvements contemplated under this Agreement, including but not limited to the Florida Department of Transportation and Southwest Florida Water Management District, (b) preparing and providing supporting materials, studies, and information as such matters relate to impacts of the District Project and/or related to the District Land, including but not limited to securing approval of methodologies and preparation of transportation analyses in a timely manner necessary for regulatory approval to construct the improvements contemplated under this Agreement, and (c) promptly responding to all requests for additional information necessary for Developer to successfully process all required applications

10. **Contractors and Subcontractors.** The Developer shall provide its services through properly licensed contractors or subcontractors, provided that the Developer shall be solely responsible for payment to such contractors or subcontractors, shall have the sole right to terminate such contractors or subcontractors, and shall indemnify and hold the District and County harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has (a) received reimbursement from the District pursuant to the terms of this Agreement, and/or (b) had the value of any Eligible Contribution applied by the County against mobility fee assessments for the Developer Project.

11. **Engineer of Record Insurance.** Prior to commencement of permitting, the Developer shall cause the engineer of record to include the County and District as an insured or additional insured on the engineer's policy of general liability insurance as to District Funded Improvements and Intersection Improvements.

12. **Contractor Insurance and Bonding.**

a. The Developer shall cause the contractor for the District Funded Improvements to name the District as insured or additional insured for all policies of insurance which the contractor is required to obtain in connection with District Funded Improvements, and shall furnish the District with certificates of insurance.

b. The Developer shall cause the contractor for the West Lake Improvements and Intersection Improvements to name the County as insured or additional insured for all policies of insurance which the contractor is required to obtain in connection with West Lake Improvements and Intersection Improvements, and shall furnish the County with certificates of insurance.

c. Upon completion and in conjunction with conveyance of such improvements to the County, the Developer shall provide a warranty bond to the County in conformance with the County's Land Development Code.

**SCHOOL CONCURRENCY**

13. **School Concurrency.** The County and District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("**Level of Service**") consistent with the terms of the current Interlocal Agreement between the District and County (the "**Interlocal Agreement**"), and the public school facilities and capital improvement elements of the Hillsborough County Comprehensive Plan for Hillsborough County (the "**Comprehensive Plan**"). At time of this Agreement:

a. Developer has submitted a concurrency application for Developer Project to the District (Concurrency Project No. 869), which assumes a maximum development and phasing schedule below as set forth on the *Phasing and Mitigation Table* attached hereto as **Exhibit "I."** (the "**Concurrency Application**"); and

b. At the adopted Level of Service standards, (i) adequate school capacity ***is not available*** to accommodate the elementary, middle, and the high school students the Developer Project is anticipated to generate within the concurrency services area or areas ("**Concurrency Service Area**"; "**Concurrency Service Areas**") in which the Developer Project is located; (ii) the needed school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Developer Project is located is also not available in any contiguous Concurrency Service Areas; and (iii) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Developer Project; and

c. Authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard

for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

d. The Parties agree that public school concurrency shall be satisfied by the Developer's execution of and compliance with this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

e. The Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy all public school concurrency obligations for Developer Project is the payment of Proportionate Share Mitigation in the amounts set forth on the *Phasing and Mitigation Table* attached hereto as **Exhibit "I"** and made a part hereof; and

f. The Hillsborough County Land Development Code requires that proportionate share mitigation for proposed developments that cannot meet the adopted level of service standards for school facilities be assured by a legally binding development agreement between the District, the County, and the Developer; and

g. The Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 - 163.3243, (the "**Act**"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

h. Such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

i. The Developer shall obtain the required permits for the Developer Project which may include, but shall not be limited to, the following:

1. FDEP – Water
2. FDEP – Sewer
3. FDEP/Army Corps – Joint Dredge & Fill Permit
4. Hillsborough County Driveway Permit
5. Hillsborough County – Building Permit
6. Hillsborough County Site Development Permits
7. Hillsborough County Right-of-Way Use Permits
8. SWFWMD Environmental Resource Permits/ Stormwater Management Permit/ Consumptive and/or Water Use Permit(s)

The failure of this Agreement to address a particular permit, condition, term, or restriction applicable to Developer Project shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

14. **Proportionate Share Mitigation.** The Parties agree that the payment by the Developer of Proportionate Share Mitigation in the total maximum amount of **\$3,927,831.00** for Developer Project is the appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Payment of the Proportionate Share Mitigation shall satisfy all public school concurrency obligations for the Developer Project; *provided*, payment of the appropriate portion of the Proportionate Share Mitigation shall be done in a manner consistent with the *Phasing and Mitigation Table*, which shall satisfy the public school concurrency obligations for that phase of the Developer's Project.

No later than preliminary plat approval, Developer shall notify the County and District of its total residential unit count and product mix for the Developer Project, or any phase(s) thereof ("**Developer's Capacity Notice**"). Concurrent with preliminary plat approval for subject Developer Project, or any phase(s) thereof, the District shall be authorized to administratively: (a) adjust the Proportionate Share Mitigation set forth on the *Phasing and Mitigation Table* should the total number of students generated by the subject Developer Project, or any phase(s) thereof, be less than contained in the Concurrency Application, (b) issue a Conditional Certificate of School Concurrency, subject only to payment of Proportionate Share Mitigation, for the subject Developer Project, or any phase(s) thereof, and (c) release any unused elementary, middle, and high school student seats reserved under this Agreement consistent with Developer's Capacity Notice, if applicable.

The Parties agree that the Proportionate Share Mitigation payment shall occur after preliminary plat approval and no later than the County's administrative Final Plat approval for subject Developer Project, or any phase(s) thereof. This payment shall be made directly to the District. Once the Developer has made a Proportionate Share Mitigation payment for the Developer Project, or any phase(s) thereof, the District shall issue a Final Certificate of School Concurrency, which shall become permanent to the extent of the capacity mitigated by the Proportionate Share Mitigation, and the Developer shall thereafter be entitled to rely on such Final Certificate of School Concurrency which right of reliance shall survive the expiration of this Agreement.

The Developer shall provide a report to the County and the District indicating the number of building permits and certificates of occupancy issued for the Developer Project with each preliminary plat or site construction plan submittal.

15. **Impact Fee Offset.** As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide an impact fee offset for the Developer Project toward any school impact fee or exaction imposed by ordinance of the County equal to Proportionate Share Mitigation payment(s) made by the Developer pursuant to this Agreement, on a dollar-for-dollar basis. In accordance with section 163.31801, Florida Statutes, all offsets shall be

assignable and transferable at any time after establishment to any other development or parcel within the County. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

16. **School Capacity Improvement.** The District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward the following school capacity improvement: **WEST LAKE EDUCATION CAMPUS** (the “**Capacity Improvement**”). The Capacity Improvement will be added to the School District Five Year Facilities Plan as adopted in the capital improvements element of the Comprehensive Plan at the time of its next annual update. As provided for in Hillsborough Comprehensive Plan, Public Schools Element, Policy 2.3.9, the Capacity Improvement shall be in place or under actual construction within three years after the issuance of the first Subdivision Final Plat or Site Development Construction Plan for the Developer’s Project or the School District will provide for temporary capacity through the use of relocatable classrooms or other measures while funded schools or school expansions in the construction process.

17. **Statutory Compliance.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes. This Development Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Pursuant to Section 163.3233(1), Florida Statutes, the County's laws and policies governing the development of the Project at the time of the execution of this Development Agreement shall govern development of the Project for the duration of the Development Agreement. The County may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Section 163.3233(2), Florida Statutes.

18. **Release.** Upon the performance of all obligations of all Parties hereto as set forth in these school concurrency provisions (Sections 13 through 19 of this Agreement), the District shall release the Developer from the Proportionate Share Mitigation provisions of this Agreement, and the Developer shall release the District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer’s expense in the Official Records of Hillsborough County, Florida, evidencing such performance.

19. **Vesting.** As a material inducement to Developer entering into this Agreement, the District and County hereby acknowledge and agree that, subject to all applicable requirements of this Agreement being satisfied, the elementary, middle, and high school student seats necessary to accommodate the anticipated school capacity demands generated by the Developer Project, as contained in the Concurrency Application, and more particularly set forth on the Phasing and Mitigation Table, shall be reserved and deemed vested for use by Developer in connection with the Developer Project, and shall not expire or terminate, or otherwise be reduced, during the term of this Agreement unless expressly released in connection a Developer’s Capacity Notice .

#### MISCELLANEOUS

20. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

21. **Applicable Law; Jurisdiction; Venue.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida. 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.

22. **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.

23. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

24. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

25. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

26. **Effective Date and Duration.** This Agreement shall become effective upon recording (the "**Effective Date**"), consistent with Section 31 below, and shall remain in effect until the earlier of (a) ten years from the Effective Date, and (b) the date upon which all of the obligations of the parties provided for in this Agreement have been satisfied, unless otherwise extended or terminated as provided for herein, as evidenced by a release executed by the District and County and recorded in the Public Records of Hillsborough County (the "**Term**"). Prior to such satisfaction, this Agreement may be terminated only by mutual consent of the parties.

27. **Amendment.** This Agreement may be amended by mutual consent of the parties.

28. **Indemnity.** The Developer hereby agrees to indemnify and hold the County and District harmless against any and all claims for personal injuries, death, property damage, violations of law and any other losses, damages, charges or expenses, including attorney's fees, which may arise during the Term of this Agreement (hereinafter the "**Indemnification Period**"), as a result of the sole actions of the Developer and/or the Developer's agents, contractors, representatives, servants, employees, invitees, successors, subsidiaries or affiliates for actions performed pursuant to this Agreement. The Developer shall not indemnify (a) the County for any losses, damages, charges, or expenses arising from County's negligence or intentional misconduct, (b) the District for any losses, damages, charges or expenses arising from District's negligence or intentional misconduct, (c) nor for the act of any third party that is not an agent, contractor, representative, servant, employee, invitee, successor, subsidiary, or affiliate of the Developer. To the extent of any conflict with any right of way permit or other permit required by the County to

effectuate this Agreement, the Indemnity terms of this Agreement shall govern. Nothing herein shall be deemed a waiver of the sovereign immunity provisions of Section 768.28, Florida Statutes.

29. **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 parties in order 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, and to coordinate the performance of their respective obligations under the terms of this Agreement.

30. **Notices**. Any notices or reports 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, Public Works  
Hillsborough County  
P. O. Box 1110  
Tampa, FL 33601

For the School District:

School Board of Hillsborough County  
Operations Division  
901 E. Kennedy Blvd.  
Tampa, Florida 33602  
Attention: General Manager, Growth Management\

With a Copy to: Hillsborough Public Schools County Attorney  
Attorney's Office: 901 E. Kennedy Blvd.  
Tampa, Florida 33602  
Attention: School Board Attorney

For the Developer: Attn: Parker Hirons, Vice President  
Lennar Homes, LLC  
4600 West Cypress Street Suite 200  
Tampa, Florida 33607

With a Copy to: Brooks, Sheppard, & Rocha, PLLC  
Michael Brooks, Esquire  
Rebecca Kert, Esquire  
400 North Tampa Street | Suite 1910  
Tampa, Florida 33602

31. **Notice and Recording.** The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Agreement under Florida Statute § 163.3225 and recording of this Agreement. Notwithstanding anything herein to contrary, the Parties acknowledge that for purposes of the Act this Agreement shall be deemed entered into only upon Developer's acquisition and purchase of the Developer Land ("**Developer Closing**"). Developer shall deliver prompt notice of the Developer Closing to both the County and District, and County shall thereafter record this Agreement consistent with the Act, with a copy of the notice of Developer Closing attached to the Agreement as **Exhibit "J."**

32. **Limited Obligations of the School District.** This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The obligations hereunder are limited and special obligations of the School District. The Developer shall never have the right to compel the exercise of the ad valorem taxing power or the use of ad valorem tax revenues of the School District to pay such obligation. The School District's obligations under this Agreement shall be payable solely from legally available non-ad valorem revenues of the School District.

33. **Land Development Regulations.** Notwithstanding anything contained in this Agreement to the contrary, the County does not, by this Agreement, abrogate any right it may have to grant or deny any particular land development regulatory approval, zoning classification or any applicable permit or approval with respect to development of the Developer Project and District Project.

34. **LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR CERTAIN SERVICES CONTRACTS.**

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement, and that the inclusion of this statement and provisions below shall not be construed to imply that the Developer (or Contractor/Service Provider) has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Developer is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article are otherwise applicable to the Developer. As stated below, the Developer may contact the County's Custodian of Public Records with questions regarding the application of Public Records Law; however, the Developer is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Developer advice regarding its legal rights or obligations.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**813-307-1024 (telephone number)**  
**perryrc@hillsboroughcounty.org (email address)**  
**601 E. Kennedy Boulevard, 22nd Floor, Tampa FL 33602 (mailing address)**

If under this Agreement, the Developer is providing services and is acting on behalf of the County or the District as provided under Section 119.011(2), Florida Statutes, the Developer will comply with public records law, and agrees to:

- i. Keep and maintain public records required by the County or the District to perform the service.
- ii. Upon request from the County's or the District's custodian of public records, provide the County or the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract if the Developer does not transfer the records to the County or the District as applicable.
- iv. Upon completion of the Agreement, transfer at no cost to the County and/or the District, as applicable, all public records in possession of the Developer or keep and maintain public records required by the County and/or the District to perform the service. If the Developer transfers all public records to the County and/or the District upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County and/or the District, upon request from the County's or the District's custodian of public records, in a format that is compatible with the information technology systems of the County and/or the District.

Failure of the Developer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, if applicable, shall be grounds for immediate unilateral termination of this Agreement by the County and the District.

35. **Assignment.** This Agreement shall run with the Developer Land and shall not be assigned except to a successor-in-title to Developer Land. Any such assignment shall be in writing, executed by both parties to the assignment, with a copy of said assignment delivered to the County

and District. No person or entity who is not a Party to this Agreement shall have any rights or obligations under this Agreement. The Parties intend that unless an assignment occurs consistent with this section, no other person or entity shall be a beneficiary of this Agreement.

Notwithstanding the forgoing, no Lot Owner shall have any rights or obligations under this Agreement. A “**Lot Owner**” shall mean an end-user of a lot created within the Developer Land with a completed residential unit constructed thereon for which a certificate of occupancy has been issued.

36. **Negation of Agent or Employee Status.** The Developer shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Developer or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Developer to be a representative, agent, subagent or employee of the County or District. In no event shall any provision of this Agreement make the County or District liable to any person or entity that contracts with or provides goods or services to the Developer in connection with the obligations set forth in this Agreement, or for any debts or claims of any nature accruing to any person or entity against the Developer. There is no contractual relationship, either express or implied, between the County or District and any person or entity supplying any work, labor, services, goods or materials to the Developer as a result of this Agreement.

37. **Applicable Laws and Regulations.** The Developer shall comply with all applicable laws, orders, and codes of federal, state and local governments as they pertain to this Agreement.

38. **Electronic Signatures Authorized.** The parties agree that this Agreement 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.

39. **Force Majeure.** If the performance by a Party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, pandemic, lockdown/quarantine, governmental delay, or unavailability or scarcity of materials, then the deadline for completion of such obligation shall be extended by a like number of days, subject to the amendment of this Agreement by the parties. The foregoing shall not apply to any obligation to pay money due hereunder.

Exhibit A: Developer Land – Legal Description

Exhibit B: District Land – Legal Description

Exhibit C: West Lake Improvements (Design Exception)

Exhibit D: District Access Improvements

- Exhibit E: Drainage Facilities for Intersection and West Lake Improvements
- Exhibit F: Water and Sewer Main Extensions
- Exhibit G: Cost Estimates
- Exhibit H: Intersection Right-of-Way and Improvements
- Exhibit I: Proportionate Share Phasing and Mitigation Table
- Exhibit J: Notice of Developer Closing

**THIS SPACE INTENTIONALLY LEFT BLANK**

## ADDENDUM

**WHEREAS**, prior to full execution of that certain DEVELOPMENT AGREEMENT (“**Agreement**”), is made and entered into by and between **LENNAR HOMES, LLC**, a Florida limited liability company (the “**Developer**”), and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida (the “**County**”) and **HILLSBOROUGH COUNTY SCHOOLS** (the “**District**”), the parties have become aware of a scrivener error; and

**WHEREAS**, the scrivener error affects the proper implementation of Sections 7 and 8 of the Agreement generally referred to as “*Mobility Fee Alternative Satisfaction Agreement (Intersection Improvements)*,” and

**WHEREAS**, the scrivener error impacts only agreements between Developer and County, and does not impact agreements between the District and the Developer or County; and

**WHEREAS**, Developer and County desire to correct the scrivener error prior to final approval and execution by the County and include this Addendum as Page 22-A of 36 of the final and fully executed Agreement.

**WHEREAS**, the District has provided Developer and County with confirmation that correction of the below scrivener error will not require further action by the District, which confirmation is attached hereto a Composite Pages 22-B through 22-D of 36; and

**NOW, THEREFORE**, Developer and County agree as follows:

1. Section 3(b)(ii) of the Agreement shall be corrected to delete the below strikethrough language, and the same replaced with the below underlined language:

~~ii. That certain residential subdivision consisting of seventy one (71) single-family detached units the plat for which is recorded at Plat Book 142, Page 63 of the Hillsborough County Official Records and commonly referred to as “**Touchstone Phase 6;**” and~~

ii. A maximum of seventy-one (71) single-family detached units located within the plat for which is recorded at Plat Book 140, Page 145 of the Hillsborough County Official Records and commonly referred to as “**Belmont South Phase 2F;**” and

Thursday, May 26, 2022 at 13:54:22 Eastern Daylight Time

**Subject:** Re: WL Addendum - Scrivener Error  
**Date:** Thursday, May 26, 2022 at 10:53:05 AM Eastern Daylight Time  
**From:** Julia Mandell  
**To:** Michael Brooks  
**CC:** Christopher Farkas, Rebecca Kert, Adam J Gormly, michelle.orton@hcps.net, Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org), Renee Kamen  
**Attachments:** image001[49].png, image001[49].png

Ok. Then I don't see any issue with how you are proceeding.

Thank you

-Julia Mandell

**Julia Mandell**

Real Estate and Land Use Section Chair  
The Florida Bar Board Certified in City, County  
and Local Government Law

**T** 813.273.5000

**D** 813.273.5110

**F** 813.273.5145



GrayRobinson, P.A. • 401 East Jackson Street, Suite 2700, Tampa, Florida 33602

**GRAYROBINSON**  
ATTORNEYS | ADVISORS | CONSULTANTS

On May 26, 2022, at 10:51 AM, Michael Brooks <mbrooks@bsrfirm.com> wrote:

**This message originated outside of GrayRobinson.**

Thanks, Julia

We are proposing to place the Addendum as an insert (Page 22-A, which will fall before the collective signature pages) into the final and fully executed Agreement, without any additional signature pages. The Developer and County are agreeable to this approach.

So we aren't asking if the District will execute the Addendum; rather, we are asking whether the District is agreeable to this approach in handling the mutual mistake.

**From:** Julia Mandell <Julia.Mandell@gray-robinson.com>

**Date:** Thursday, May 26, 2022 at 10:44 AM

**To:** Michael Brooks <mbrooks@bsrfirm.com>, Christopher Farkas <christopher.farkas@hcps.net>

**Cc:** Rebecca Kert <RKert@bsrfirm.com>, Adam J Gormly <gormlya@hillsboroughcounty.org>, michelle.orton@hcps.net

Page 1 of 3

<michelle.orton@hcps.net>, Nancy Takemori - Hillsborough County  
(takemorin@hillsboroughcounty.org) <takemorin@hillsboroughcounty.org>, Renee Kamen  
<renee.kamen@hcps.net>

**Subject:** RE: WL Addendum - Scrivener Error

Michael

I did discuss this with Rebecca and it does not appear this would have any impact on the School District. That being said, if you the School District to sign this addendum, I will need to discuss with Chris, Michelle and Renee the process to obtain that signature.

Thanks

Julia

**Julia Mandell**

Real Estate and Land Use Section Chair  
The Florida Bar Board Certified in City, County  
and Local Government Law

**T** 813.273.5000

**D** 813.273.5110

**F** 813.273.5145



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**From:** Michael Brooks <mbrooks@bsrfirm.com>

**Sent:** Thursday, May 26, 2022 10:39 AM

**To:** Christopher Farkas <christopher.farkas@hcps.net>; Julia Mandell <Julia.Mandell@gray-robinson.com>

**Cc:** Rebecca Kert <RKert@bsrfirm.com>; Adam J Gormly <gormlya@hillsboroughcounty.org>; Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org) <takemorin@hillsboroughcounty.org>; Renee Kamen <renee.kamen@hcps.net>

**Subject:** WL Addendum - Scrivener Error

**This message originated outside of GrayRobinson.**

Chris / Julia

Attached is a proposed "Addendum" to the West Lake Agreement that will correct a scrivener error regarding one of the Lennar projects that qualifies for alternative mobility fee satisfaction consistent with the County Mobility Fee Ordinance. The original form of the Agreement, which has already been to the District for approval and execution, mistakenly included a Lennar project located in a different Mobility

Fee District than the Intersection Improvements—therefore making that project ineligible for mobility fee satisfaction as contemplated by the Agreement.

Following a conversation with Adam Gormly this morning the proposed fix is to swap out the project identified in Section 3(b)(ii) for a different Lennar project in the correct Mobility Fee District, and to codify that change via the attached Addendum to be included as Page 22-A of 36 of the final and fully executed Agreement.

The change in no way affects any agreements between the District and either the County of Developer, whether as to District costs or timing of construction of any improvements.

Second and final reading of the Agreement is scheduled for the June 7th BOCC. Developer and County are requesting District confirmation and concurrence that the scrivener error can be corrected in this manner without further District action.

Michael /

**Please Note: I will be out of the office from June 10th through June 17th with very limited access to communications while away.**

## Michael Brooks



### Brooks, Sheppard & Rocha, PLLC

400 N. Tampa Street | Suite 1910 | Tampa, FL 33602

P 813.543.5900 | F 813.543.5901

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**HILLSBOROUGH COUNTY**

BOARD OF COUNTY COMMISSIONERS OF  
HILLSBOROUGH COUNTY, FLORIDA

Attest:

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

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

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

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Assistant County Attorney

SCHOOL DISTRICT

SCHOOL DISTRICT OF  
HILLSBOROUGH COUNTY, FLORIDA,

Witnesses:



Print Name: AIDA FARRELL



Print Name: REBECCA TAMAYO

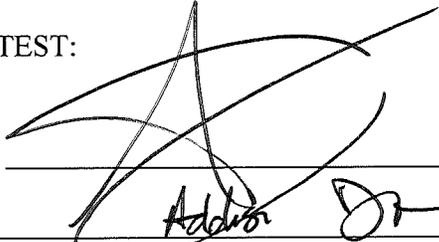


By: NADIA T. COMBS

Its: CHAIR

Date: 4/19/2022

ATTEST:



By: \_\_\_\_\_, SUPERINTENDENT OF SCHOOLS

(Please Print)

**EXHIBIT "A"**

**DEVELOPER LAND**

***Parcel 1:***

Tracts 1 through 8, inclusive in the Southwest ¼ of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida and all of vacated road lying South and adjacent to Tracts 5 through 8, inclusive of the aforesaid property, less the West 15.0 feet of Tracts 4 and 5 for additional right-of-way for Westlake Drive.

Less and except the lands as described in Official Records Book 11462, page 1649, Public Records of Hillsborough County, Florida, being further described as following:

A portion of Tract 4 in the Southwest 1/4 of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida, more particularly described as:

From the Northwest corner of the Southwest 1/4 of Section 16; run South (assumed), a distance of 167.0 feet; thence South 88°30' East and parallel to the North boundary of said Southwest 1/4, a distance of 30.0 feet for a point of beginning; thence continue South 88°30' East, a distance of 335.0 feet; thence South and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence North 88°30' West, a distance of 335.0 feet; thence North, 225.0 feet to the point of beginning.

Also being described as follows:

From the Northwest corner of the Southwest 1/4 of Section 16; run S00°36'42" E, a distance of 167.0 feet; thence S89°10'30" E and parallel to the North boundary of said Southeast 1/4, a distance of 30.00 feet for a point of beginning; thence continue S89°10'30" E, a distance of 335.0 feet; thence S00°36'42" E and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence N89°10'30" W, a distance of 335.0 feet; thence N00°36'42" W, 225.0 feet to the point of beginning.

Also less and except the lands as described in Official Records Book 13050, page 835, Public Records of Hillsborough County, Florida, being described as following:

Tract 8 in the SW 1/4 of Section 16, Township 32 South, Range 20 East, DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, according to the plat thereof recorded in Plat Book 1, page 136, Public Records of Hillsborough County, Florida, less the West 165.0 feet and less the South 165.00 feet thereof.

***Parcel 2:***

A portion of Tract 4 in the Southwest 1/4 of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida, more particularly described as:

From the Northwest corner of the Southwest 1/4 of Section 16; run South (assumed), a distance of 167.0 feet; thence South 88°30' East and parallel to the North boundary of said Southwest 1/4, a distance of 30.0 feet for a point of beginning; thence continue South 88°30' East, a distance of 335.0 feet; thence South and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence North 88°30' West, a distance of 335.0 feet; thence North, 225.0 feet to the point of beginning.

## **EXHIBIT B**

### **District Land**

**PARCEL 1 (Folio: 079005-0000):**

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida LESS the North 208.75 feet thereof AND LESS a tract beginning 208.75 feet South and 523 feet East of the Northwest corner of said South 1/2; thence run South 25 feet, thence Southeasterly 84.2 feet to a point 308.75 feet South of North Boundary of South 1/2 of Southwest 1/4 of Southwest 1/4 and 561.25 feet East of the West boundary of Southwest 1/4; run thence East to the East boundary of the Southwest 1/4 of Southwest 1/4; thence run North 100 feet; thence run West to point of beginning, less West 30 feet thereof for road right-of-way.

**PARCEL 2 (Folio: 079458-0200):**

The North 1/2 of the Northwest 1/4 less the West 30 feet of the North 1/2 and less the West 15 feet of the South 1/2 of the Northwest 1/4 for road right-of-way and less tract described as beginning 629 feet North 01° 17'40" West and 665 feet North 85° 47'40" West of the Southeast corner of the North 1/2 of the Northwest 1/4 for Point of Beginning and run North 69° 53'40" West 328.5 feet North 66° 32'40" West 332.15 feet North 9° 42'20" East 305 feet more or less to Lake Wimauma Southeasterly along Lake 651 feet more or less to a point North 09° 42'20" East 376 feet more or less from Point of Beginning and South 09° 42'20" West 376 feet more or less to Point of Beginning less the following: From the Southeast corner of the North 1/2 of the Northwest corner North 01° 17'40" West along East boundary 629 feet North 87° 37'40" West 978.5 feet to a point South 01° 17'40" West 653.3 feet to South boundary of the North 1/2 of the Northwest 1/4 East along the South boundary 978.5 feet more or less to Point of Beginning, all being in Section 16, Township 32 South, Range 20 East, Hillsborough County, Florida.

**PARCEL 3 (Folio: 079458-0000):**

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16, run North 1° 17'40" West along the East boundary of said North 1/2 of the Northwest 1/4 of Section 16 a distance of 629.0 feet; run thence North 85° 47'40" West a distance of 665.0 feet; run thence North 69° 53'40" West a distance of 328.5 feet to a point of beginning; From said point of beginning, run North 09° 42'20" East approximately 329 feet to a point at the water's edge of Lake Wimauma, said point being hereby designated "Point Y"; beginning again at the point of beginning, run North 66° 32'40" West a distance of 332.15 feet; run thence North 09° 42'20" East approximately 305 feet to a point at the water's edge of Lake Wimauma; run thence Southeasterly along the water's edge of Lake Wimauma approximately 328 feet to aforescribed "Point Y".

**PARCEL 4 (Folio: 079458-0100):**

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16 South a distance of 629.0 feet; run thence North

85° 47'40" West a distance of 665.0 feet to a point of beginning; From said point of beginning, run North 09° 42'20" East approximately 376 feet to a point at the water's edge of Lake Wimauma, said point being hereby designated "Point X"; beginning again at the point of beginning, run North 69° 53'40" West a distance of 328.5 feet; run thence North 09° 42'20" East approximately 329 feet to a point at the water's edge of Lake Wimauma; run thence Southeasterly along the water's edge of Lake Wimauma approximately 323 feet to aforescribed "Point X".

PARCEL 5 (Folio: 079016-0050):

From the Northeast corner of Block 82, Revised Map of Wimauma, Plat Book 1, Page 13, of the Public Records of Hillsborough County, Florida, run South 599.1 feet to Southeast corner of said Block 82; East 10.49 feet to point on Northwesterly right-of-way of Hillsborough Street; S31°25'30"W along said Northwesterly right-of-way line, 1,964.07 feet to Point of Beginning. From Point of Beginning, run S31°25'30"W, 160.03 feet to North right-of-way line, of South Lake Street; West along said North right-of-way line to West boundary of Northeast 1/4 of Section 16; North to water's edge of Lake Wimauma; Northeasterly along water's edge to point bearing N58° 34'35"W from Point of Beginning and run S 58° 34'35"E, 805 feet more or less to Point of Beginning in Section 9, Township 32 South, Range 20 East. Also described as the following parcel:

A parcel of land lying in Sections 9 and 16, Township 32 South, Range 20 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the NE corner of Block 82, Revised Map of Town of Wimauma, as recorded in Plat Book 1, Page 136 of the Public Records of Hillsborough County, Florida; thence on the East Boundary thereof, South 599.1 Feet to the SE corner of said Block 82; thence East, 10.49 feet to the Northwesterly Right-of-Way line of Hillsborough Street; thence on said Right-of-Way line S31° 25'30"W, 1964.07 feet to the Point of Beginning; thence continue on said Right-of-Way line S31° 25'30"W, 160.03 feet to the North Right-of-Way line of South Lake Street; thence on said Right-of-Way line, West, to the West Boundary of the Northeast 1/4 of Aforesaid Section 16; thence on said West Boundary, North to the water's edge of Lake Wimauma; thence Northeasterly on said water's edge to a point bearing N58° 34'25"W from the Point of Beginning; thence S58° 34'25"E, 805 feet more or less to the Point of Beginning.

PARCEL 6 (Folio: 079458-0250):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16, run North 1° 17'40" West along the East boundary of said North 1/2 of the Northwest 1/4 of Section 16 a distance of 629.0 feet; run thence North 87° 37'40" West a distance of 978.5 feet to a point; run thence South 1° 17'40" West 653.3 feet to the South boundary of the North 1/2 of the Northwest 1/4 of said Section 16; run thence East along said South boundary a distance of 978.5 feet more or less to the point of beginning.

**EXHIBIT "C"**

**WEST LAKE IMPROVEMENTS  
(DESIGN EXCEPTION)**



**LINCKS & ASSOCIATES, INC.**

February 22, 2022

Mr. Mike Williams  
Hillsborough County Government  
601 East Kennedy Blvd., 22nd Floor  
Tampa, FL 33602

Re: West Lake - Lennar  
PD 21-0959  
Lincks Project No. 21019

The purpose of this letter is to request a Design Exception to the Hillsborough County Transportation Technical Manual per Section 1.7.2 to meet Land Development Code Section 6.04.03L for West Lake Drive from SR 674 to Bishop Road. The subject property is proposed to be rezoned to Planned Development to allow 299 Residential Dwelling Units.

According to the Hillsborough County Functional Classification Map, West Lake Drive is classified as a collector roadway and the subject site is within the Hillsborough County Urban Service Area.

Table 1 provides the trip generation for the proposed Planned Development.

The access to serve the project is proposed to be via one full access to West Lake Drive.

Lennar is working with the Hillsborough County School Board that proposes to construct 3 schools along the subject section of West Lake Drive. This Design Exception provides the improvements to West Lake Drive to enable the proposed development and the schools.

The request is for a Design Exception to TS-4 of the Hillsborough County Transportation Technical Manual for West Lake Drive. This segment of West Lake Drive is currently a two-lane roadway. The following exceptions are requested to accommodate the proposed project.

- 1) Bike Lanes – TS-3 has 7 foot buffered bike lanes. The existing roadway is a rural roadway with no bike lanes.
- 2) Sidewalk – TS-7 has sidewalk on both sides of the roadway. There is currently some sidewalks along portions of the roadway.

The justification for the Design Exception is as follows:

5023 West Laurel Street  
Tampa, FL 33607  
813 289 0039 Telephone  
8133 287 0674 Telefax  
[www.Lincks.com](http://www.Lincks.com) Website

The developer proposes two alternative sections. The first is where there is sufficient right of way to provide the proposed section which is shown in Figure 1. Figure 2 illustrates the proposed section where right of way is limited and/or there are design constraints. The primary difference in these sections is the distance from the back of the curb to the sidewalk. It should be noted that the distance between the back of the curb and sidewalk can vary depending on the right of way and roadway constraints. This section will be minimized to the greatest extent feasible. The sections include the following:

1. Bike Lanes – Due to the three schools that are proposed along the subject segment of West Lake Drive, 10 foot sidewalks are proposed on each side of West Lake Drive in lieu of the bike lanes. From a safety standpoint, the 10 foot sidewalks provide a better option for students walking and riding bikes to school than students riding bikes within West Lake Drive or pedestrian and bikes on a 5 foot sidewalk. Due to right of way constraints along the roadway, it is not feasible to provide the bike lanes and the 10 foot sidewalks.
2. Sidewalk – 10' sidewalk on both sides of the roadway are proposed instead of the bike lanes. As stated above, given the roadway will serve the 3 schools, the 10 foot sidewalks provide a better option for the school students.

Based on the above, it is our opinion, the proposed improvements to West Lake Drive will mitigate the impact of the project and meet the intent of the Transportation Technical Manual to the extent feasible.

Mr. Mike Williams  
February 22, 2022  
Page 3

Please do not hesitate to contact us if you have any questions or require any additional information.

Best Regards,

Steven J Henry  
President  
Lincks & Associates, Inc.  
P.E. #51555



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**Based on the information provided by the applicant, this request is:**

- Disapproved**
- Approved**
- Approved with Conditions**

**If there are any further questions or you need clarification, please contact Sheida L. Tirado, P.E.**

**Sincerely,**

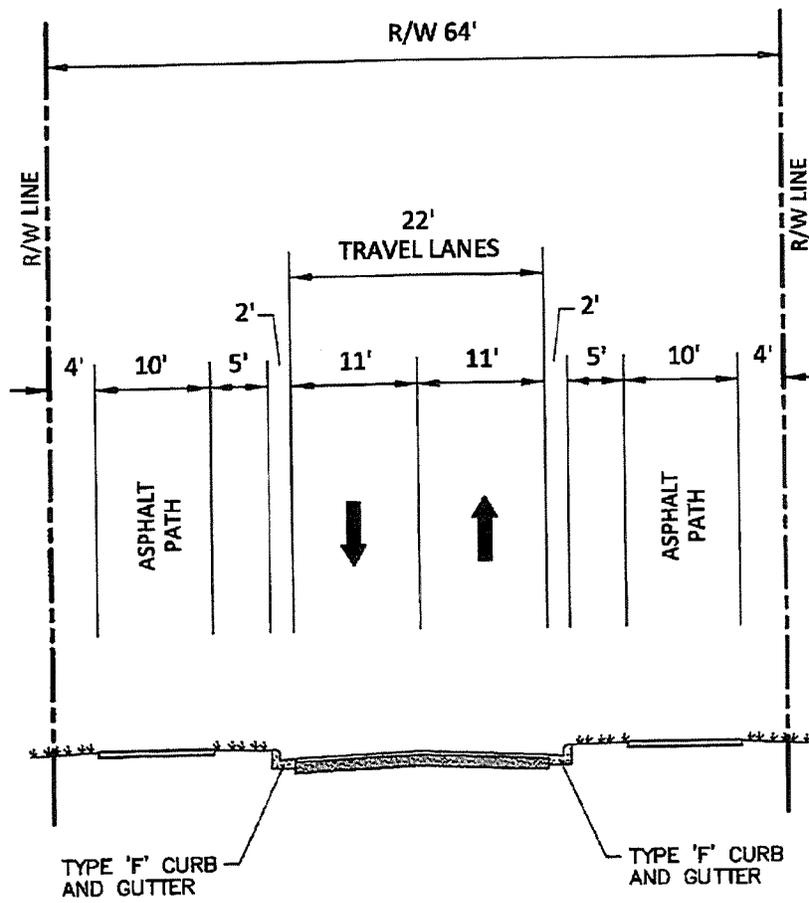
**Michael J. Williams  
Hillsborough County Engineer**

TABLE 1

TRIP GENERATION

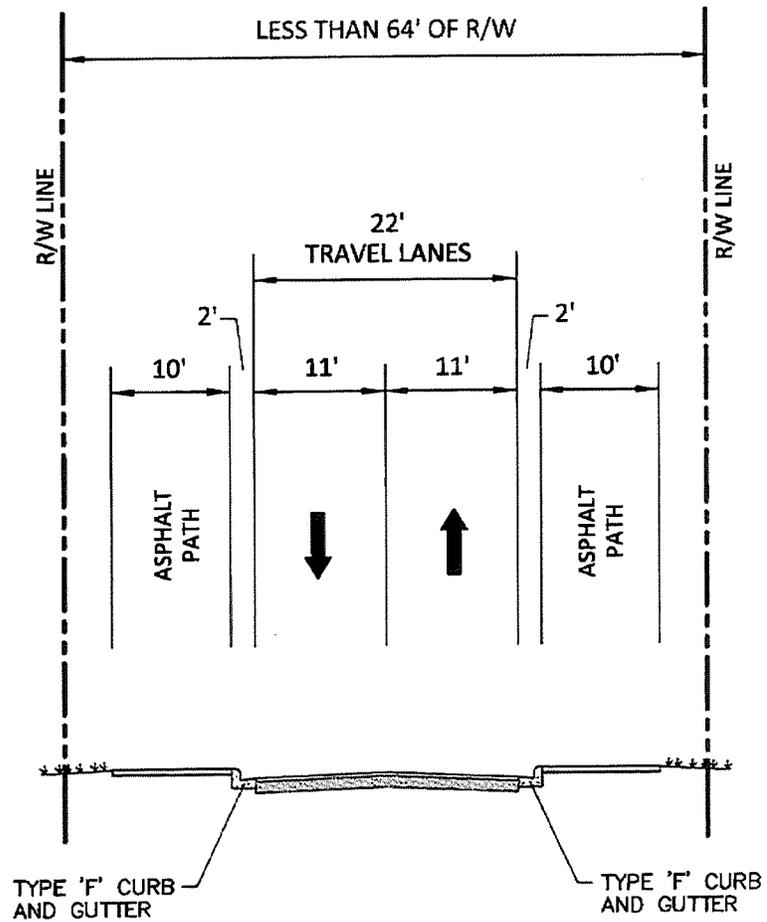
<u>Land Use</u>	<u>ITE</u> <u>LUC</u>	<u>Size</u>	<u>Daily</u> <u>Trip Ends</u>	<u>AM Peak Hour</u> <u>Trip Ends (1)</u>		<u>PM Peak Hour</u> <u>Trip Ends (1)</u>			
				<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
Single Family	210	299 DU's	2,848	54	163	217	183	108	291

(1) Source: ITE Trip Generation Manual, 11th Edition, 2017.



**TYPICAL SECTION  
WEST LAKE DRIVE**  
NTS

**FIGURE 1**



**TYPICAL SECTION  
WEST LAKE DRIVE**  
NTS

**FIGURE 2**

APPENDIX



PD PLAN





HILLSBOROUGH COUNTY  
ROADWAYS FUNCTIONAL CLASSIFICATION MAP

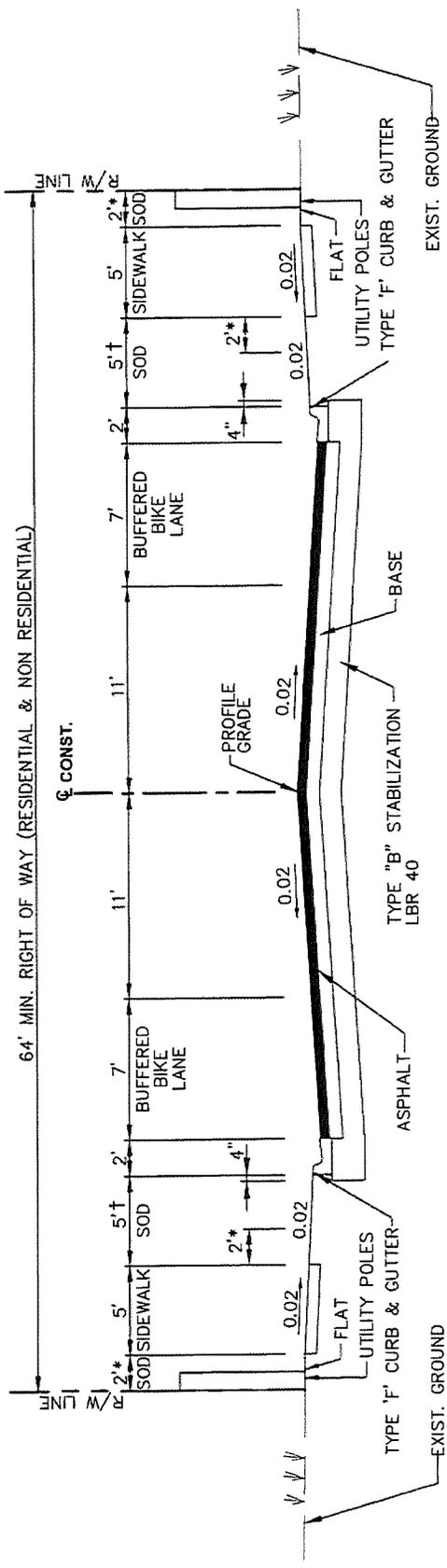


**LINCKS & ASSOCIATES, INC.**



TS-4





**TYPICAL SECTION**

N.T.S.

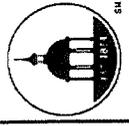
5,000 TO 10,000 AADT

MAX. ALLOWABLE DESIGN SPEED -- 40 MPH

1. ALL DIMENSIONS SHOWN ARE MINIMUM.
2. SEE APPROPRIATE SECTIONS OF TECHNICAL MANUAL FOR DESIGN PARAMETERS.
- \* 3. PROVIDE 2' MINIMUM CLEARANCE FROM FENCES, WALLS, HEDGES, ABOVEGROUND UTILITIES OR IMPROVEMENTS, DROP OFFS, OR FROM THE TOPS OF BANKS WITH SLOPES STEEPER THAN 1 TO 4, THAT INTERFERE WITH THE SAFE, FUNCTIONAL USE OF THE SIDEWALK. INTERMITTENT ABOVEGROUND UTILITIES, OR MATURE TREES, 2' OR LESS IN DIAMETER MAY BE PLACED IN THIS 2' STRIP AS FAR FROM THE SIDEWALK AS POSSIBLE, IF NOT IN THE CLEAR ZONE.
- † 4. SEE SIDEWALK PROTECTION OPTIONS, DRAWING NO. TD-16 SHEET 7 OF 7 FOR USE WHEN TREES ARE PLANTED IN THE PARKWAY AREA (BETWEEN THE BACK OF CURB AND SIDEWALK).
5. SOD SHALL BE PLACED IN TWO ROWS STAGGERED. (BOTH TEMPORARY AND PERMANENT)

REVISION DATE:  
10/17

**TRANSPORTATION  
TECHNICAL  
MANUAL**



**URBAN COLLECTORS  
(2 LANE UNDIVIDED)  
TYPICAL SECTION**

DRAWING NO. **TS-4**

SHEET NO. 1 OF 1

ITE - TRIP GENERATION MANUAL, 11<sup>TH</sup> EDITION



**LINCKS & ASSOCIATES, INC.**

## PERIOD SETTING

<b>Analysis Name :</b>	New Analysis	<b>No :</b>	
<b>Project Name :</b>	West Lake - Lennar	<b>City:</b>	
<b>Date:</b>	1/31/2021	<b>Zip/Postal Code:</b>	
<b>State/Province:</b>		<b>Client Name:</b>	
<b>Country:</b>		<b>Edition:</b>	Trip Generation Manual, 10th Ed
<b>Analyst's Name:</b>			

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday	Best Fit (LOG) $\ln(T) = 0.92\ln(X) + 2.71$	1424 50%	1424 50%	2848

## TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	1424	0 %	1424

## EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	2848	0	0	2848

## ITE DEVIATION DETAILS

**Weekday**

Landuse      No deviations from ITE.

Methods      No deviations from ITE.

External Trips      210 - Single-Family Detached Housing (General Urban/Suburban)  
ITE does not recommend a particular pass-by% for this case.

## SUMMARY

<b>Total Entering</b>	1424
<b>Total Exiting</b>	1424
<b>Total Entering Reduction</b>	0
<b>Total Exiting Reduction</b>	0
<b>Total Entering Internal Capture Reduction</b>	0
<b>Total Exiting Internal Capture Reduction</b>	0
<b>Total Entering Pass-by Reduction</b>	0
<b>Total Exiting Pass-by Reduction</b>	0
<b>Total Entering Non-Pass-by Trips</b>	1424
<b>Total Exiting Non-Pass-by Trips</b>	1424

**PERIOD SETTING**

**Analysis Name :** New Analysis  
**Project Name :** West Lake - Lennar      **No :**  
**Date:** 1/31/2021      **City:**  
**State/Province:**      **Zip/Postal Code:**  
**Country:**      **Client Name:**  
**Analyst's Name:**      **Edition:** Trip Generation Manual, 10th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN) T = 0.71 (X)+4.8	54 25%	163 75%	217

**TRAFFIC REDUCTIONS**

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	54	0 %	163

**EXTERNAL TRIPS**

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	217	0	0	217

**ITE DEVIATION DETAILS**

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.**

Landuse      No deviations from ITE.

Methods      No deviations from ITE.

External Trips      210 - Single-Family Detached Housing (General Urban/Suburban)  
ITE does not recommend a particular pass-by% for this case.

**SUMMARY**

<b>Total Entering</b>	54
<b>Total Exiting</b>	163
<b>Total Entering Reduction</b>	0
<b>Total Exiting Reduction</b>	0
<b>Total Entering Internal Capture Reduction</b>	0
<b>Total Exiting Internal Capture Reduction</b>	0
<b>Total Entering Pass-by Reduction</b>	0
<b>Total Exiting Pass-by Reduction</b>	0
<b>Total Entering Non-Pass-by Trips</b>	54
<b>Total Exiting Non-Pass-by Trips</b>	163

## PERIOD SETTING

**Analysis Name :** New Analysis  
**Project Name :** West Lake - Lennar      **No :**  
**Date:** 1/31/2021      **City:**  
**State/Province:**      **Zip/Postal Code:**  
**Country:**      **Client Name:**  
**Analyst's Name:**      **Edition:** Trip Generation Manual, 10th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) $\ln(T) = 0.96\ln(X) + 0.2$	183 63%	108 37%	291

## TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	183	0 %	108

## EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	291	0	0	291

## ITE DEVIATION DETAILS

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.**

Landuse      No deviations from ITE.

Methods      No deviations from ITE.

External Trips      210 - Single-Family Detached Housing (General Urban/Suburban)  
ITE does not recommend a particular pass-by% for this case.

## SUMMARY

---

<b>Total Entering</b>	<b>183</b>
<b>Total Exiting</b>	<b>108</b>
<b>Total Entering Reduction</b>	<b>0</b>
<b>Total Exiting Reduction</b>	<b>0</b>
<b>Total Entering Internal Capture Reduction</b>	<b>0</b>
<b>Total Exiting Internal Capture Reduction</b>	<b>0</b>
<b>Total Entering Pass-by Reduction</b>	<b>0</b>
<b>Total Exiting Pass-by Reduction</b>	<b>0</b>
<b>Total Entering Non-Pass-by Trips</b>	<b>183</b>
<b>Total Exiting Non-Pass-by Trips</b>	<b>108</b>

**EXHIBIT "D"**

**DISTRICT ACCESS IMPROVEMENTS**

<b>Intersection</b>	<b>Turn Lane Movement</b>	<b>Turn Lane Length (Queue + Deceleration)</b>	<b>Signalization</b>
West Lake Drive & Northern Driveway	Southbound Left	580 Feet	Yes
	Northbound Right	235 Feet	
West Lake Drive & Southern Driveway	Southbound Left	460 Feet	No
	Northbound Right	235 Feet	

**EXHIBIT "E"**

**DRAINAGE FACILITIES  
INTERSECTION AND WEST LAKE IMPROVEMENTS**



**LEGEND**

PROPOSED

1.00 AC.

MAJOR DRAINAGE AREA ACREAGE



MAJOR DRAINAGE AREA

**WEST LAKE DRIVE  
IMPROVEMENTS**

DRAINAGE AREA MAP  
EXHIBIT

PREPARED BY:



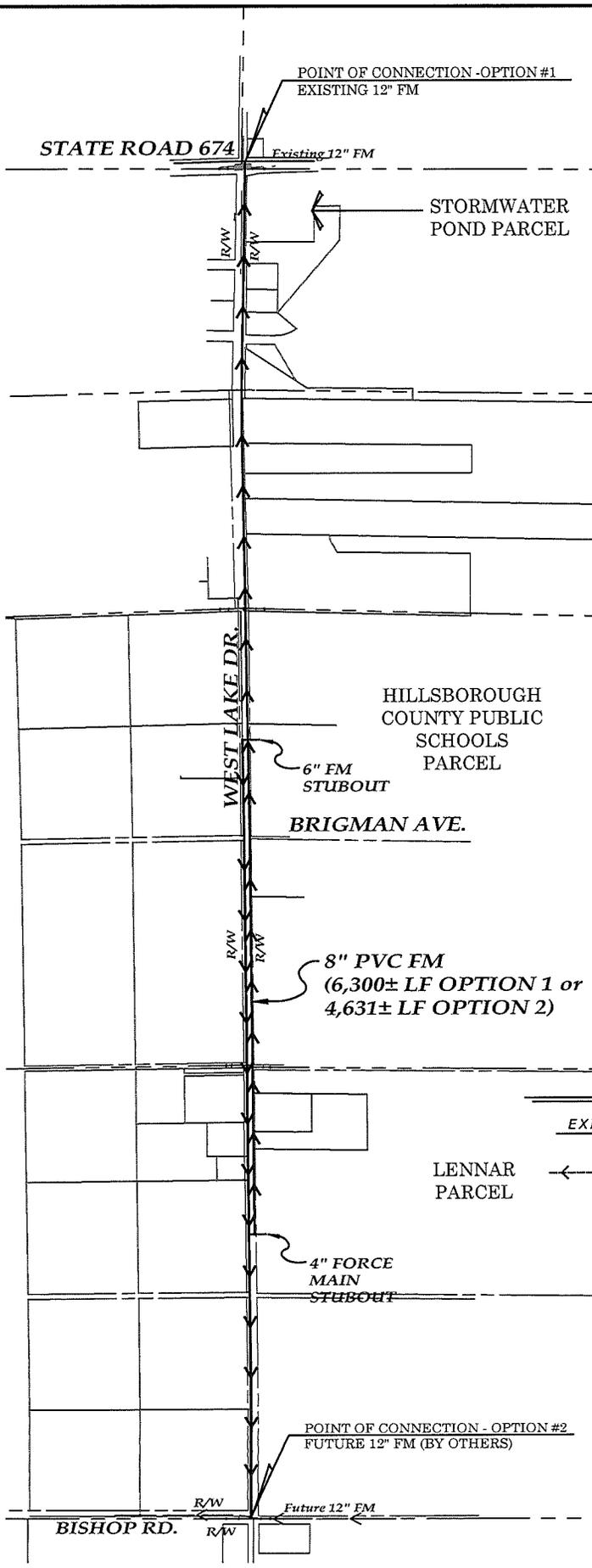
**Clearview**  
LAND DESIGN, P.L.

Engineering Business C.A. No.: 28858  
3010 W Azele St., Suite 150, Tampa, Florida 33609  
Office: 813-223-3919 Fax: 813-223-3975

**SCALE: 1" = 600'**

**EXHIBIT "F"**

**WATER AND SEWER EXTENSIONS**



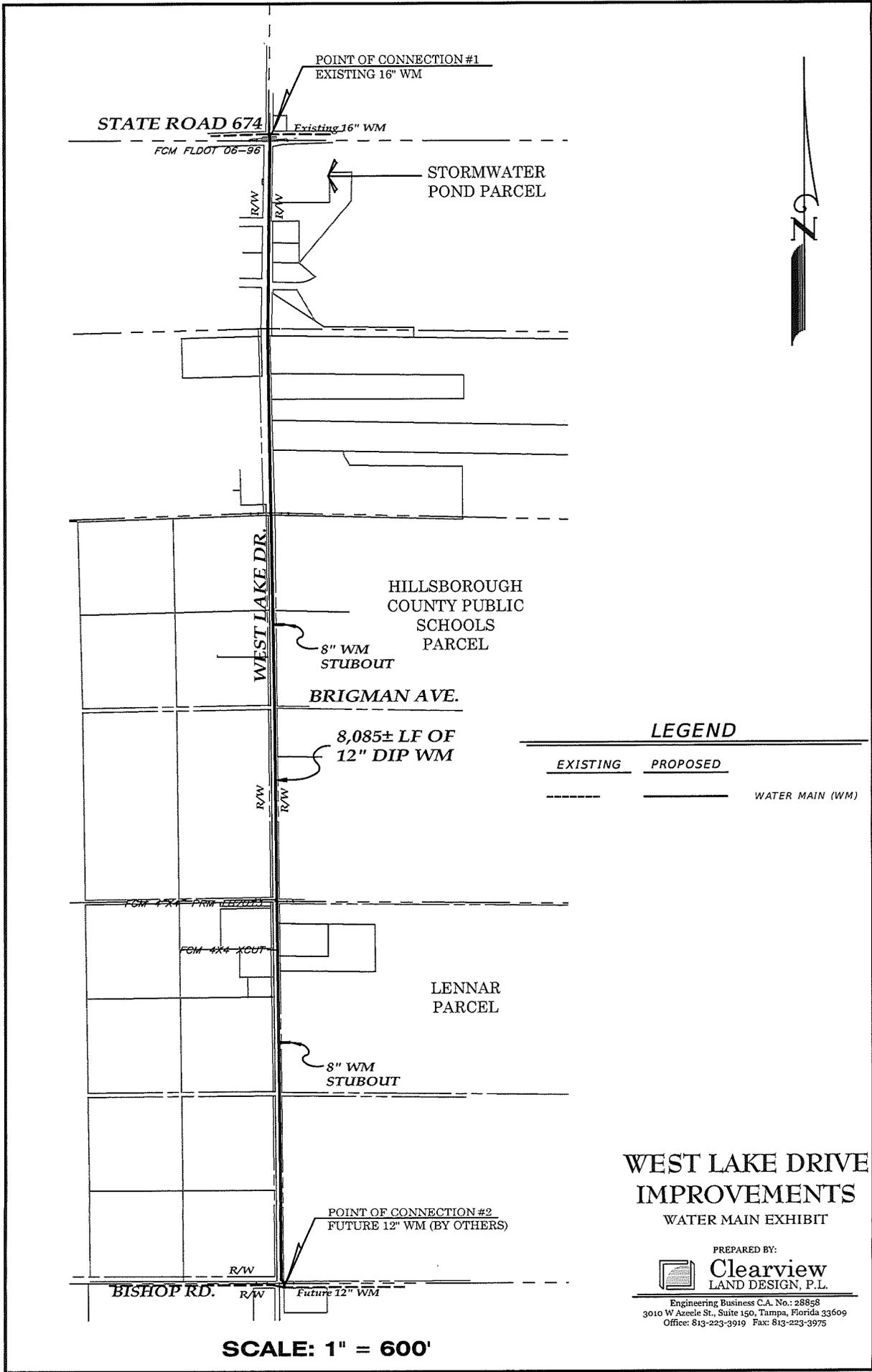
**LEGEND**

EXISTING	PROPOSED	
←←←←	←←←←	FORCE MAIN (FM)

**WEST LAKE DRIVE  
IMPROVEMENTS  
WASTEWATER FORCEMAIN EXHIBIT**

PREPARED BY:  
 **Clearview**  
 LAND DESIGN, P.L.  
 Engineering Business C.A. No.: 28858  
 3010 W Azele St., Suite 150, Tampa, Florida 33609  
 Office: 813-223-3919 Fax: 813-223-3975

**SCALE: 1" = 600'**



F:\WEST LAKE\MASTER PLAN\DRAWING\EXHIBITS\VA EXHIBITS.DWG--EXL-WATER 2022/03/11 11:58 AM CHRIS OKELLEY

**WEST LAKE DRIVE IMPROVEMENTS**  
 WATER MAIN EXHIBIT

PREPARED BY:  
 **Clearview**  
 LAND DESIGN, P.L.  
 Engineering Business C.A. No.: 28858  
 3010 W Azalea St., Suite 150, Tampa, Florida 33609  
 Office: 813-223-3919 Fax: 813-223-3975

**SCALE: 1" = 600'**

**EXHIBIT "G"**  
**COST ESTIMATES**

**PROJECT: WEST LAKE DRIVE IMPROVEMENTS  
DEVELOPMENT AGREEMENT COST ESTIMATE**

**ESTIMATED ROADWAY IMPROVEMENTS (West Lake Dr.) - Bishop Rd. to SR 674**

**Roadway**

Roadway Improvements	\$4,268,692.28
Signing & Pavement Markings	\$90,980.00
Lighting	\$1,055,717.82
Stormwater Pond Construction	\$125,000.00
Component Sub-Total	\$5,540,390.10
MOT (10%)	\$554,039.01
Component Sub-Total	\$6,094,429.11
MOB (Mobilization) (10%)	\$609,442.91
Component Sub-Total	\$6,703,872.02
PU (Project Unknowns) (5%)	\$335,193.60
Roadway Grand Total	\$7,039,065.62
<b>Utilities</b>	
12" DIP Water Main (8,380+/- LF)	\$915,000.00
8" PVC Force Main (6,300+/- LF)	\$838,000.00
Utilities Total	\$1,753,000.00
<b>Grand Total</b>	<b>\$8,792,065.62</b>

**School District Roadway Proportionate Share Calcs**

West Lake Rd. Improvements - Total Length = 8,020 LF

School District Front Footage = 1,286 LF

\$1,128,708.03	(16.0% of Roadway Grand Total)
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Water Proportionate Share per estimated demand

\$280,964.67	(30.7% of Water Main Total, See Page 2)
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Wastewater Proportionate Share per estimated demand

\$270,215.63	(32.24% of Force Main Total, See Page 2)
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**ESTIMATED SCHOOL DISTRICT ACCESS IMPROVEMENTS (West Lake Drive)**

Intersection Improvements	\$325,000.00
Signing & Pavement Markings	\$17,500.00
Lighting	\$35,000.00
Signalization	\$800,000.00
<b>Grand Total</b>	<b>\$1,177,500.00</b>

**ESTIMATED INTERSECTION IMPROVEMENTS (West Lake Dr. & SR 674)**

Intersection Improvements	\$2,000,000.00
Signing & Pavement Markings	\$45,000.00
Lighting	\$150,000.00
Signalization - SR 674 & West Lake Road	\$800,000.00
<b>Grand Total</b>	<b>\$2,995,000.00</b>

**ESTIMATED WATER DEMANDS:**

PROJECT	# OF UNITS	# OF STUDENTS	FLOW PER UNIT OR PER STUDENT (GPD)	AVERAGE DAILY DEMAND	% OF TOTAL DEMAND
Lennar	320		300	87000	59.10%
Pre-K to 8		2517	10	10000	6.79%
HIGH SCHOOL		3230	11	35200	23.91%
<b>TOTAL</b>	<b>320</b>	<b>5700</b>	<b>331</b>	<b>147200</b>	<b>100.00%</b>

\*Assumes West Lake and West Lake Annex Parcels

**ESTIMATED WASTEWATER DEMANDS:**

PROJECT	# OF UNITS	# OF STUDENTS	FLOW PER UNIT (GPD)	AVERAGE DAILY DEMAND (GPD)	% OF TOTAL DEMAND
Lennar	320		200	58000	57.37%
Pre-K to 8		2517	7	7000	6.92%
HIGH SCHOOL		3230	8	25600	25.32%
<b>TOTAL</b>	<b>320</b>	<b>5700</b>	<b>222</b>	<b>101100</b>	<b>100.00%</b>

\*Assumes West Lake and West Lake Annex Parcels

## **EXHIBIT H**

### **INTERSECTION RIGHT OF WAY and IMPROVEMENTS (WEST LAKE DRIVE & SR 674)**

The Intersection Improvements shall include the following:

- a. Extension of the existing dedicated eastbound to northbound left turn lane on SR 674 onto West Lake Drive; and
- b. Construction of a dedicated eastbound to southbound right turn lane on SR 674 onto West Lake Drive; and
- c. Construction of a dedicated southbound to westbound right turn lane on West Lake Dr. onto SR 674, or construction of a dedicated southbound to eastbound left turn lane on West Lake Drive on SR 674; and
- d. Construction of a dedicated northbound to westbound left turn lane on West Lake Drive onto SR 674; and
- e. Construction of a dedicated northbound to eastbound right turn lane on West Lake Drive onto SR674; and
- f. Extension of the existing dedicated westbound to southbound left turn lane on SR 674 onto West Lake Drive; and
- g. Installation of a traffic signal at the intersection.

Together with such additional right-of-way and stormwater drainage areas as necessary to construct the Intersection Improvements.

## EXHIBIT "I"

### PROPORTIONATE SHARE PHASING AND MITIGATION TABLE

PODs	Lots	ES Students Deficit	MS Students Deficit	HS Students Deficit	ES Fee	MS Fee	HS Fee	ES Total	MS Total	HS Total	Total Payment
West Lake (Phase 1)	230	9	20	32	\$28,477	\$30,621	\$ 37,886	\$256,293	\$612,420	\$1,212,352	\$2,081,065
West Lake (Phase 2)	69	14	6	9	\$28,477	\$30,621	\$ 37,886	\$398,678	\$183,726	\$340,974	\$923,378
West Lake Annex	21	5	2	3	\$28,477	\$30,621	\$ 37,886	\$142,385	\$61,242	\$113,658	\$317,285
West Lake Amendment	44	9	4	6	\$28,477	\$30,622	\$ 37,887	\$256,293	\$122,488	\$227,322	\$606,103
	<b>364</b>	<b>37</b>	<b>32</b>	<b>50</b>				<b>\$1,053,649</b>	<b>\$979,876</b>	<b>\$1,894,306</b>	<b>\$3,927,831</b>

**EXHIBIT "J"**

**NOTICE OF DEVELOPER CLOSING**