

**SUBJECT:** Townhomes of Claire Bay fka Palm River Subdivision **PI#7110**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** December 9, 2025  
**CONTACT:** Lee Ann Kennedy

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### **RECOMMENDATION:**

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Townhomes of Claire Bay, located in Section 22, Township 29 and Range 19. Further authorize the Development Services Department to administratively accept the Subdivider's public improvement facilities (off-site roads, drainage, water and wastewater) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$1,640,855.65, a Warranty Bond in the amount of \$14,988.97 and authorize the Chairman to execute both the Subdivider's Agreements for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$12,750.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

### **BACKGROUND:**

On June 26, 2025, Permission to Construct Prior to Platting was issued for Townhomes of Claire Bay, after construction plan review was completed on December 13, 2024. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are Lennar Homes, LLC and the engineer Tampa Civil Design.







## SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
Lennar Homes LLC, hereinafter referred to as the "Subdivider" and  
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Townes at Claire Bay  
\_\_\_\_\_ (hereafter, the "Subdivision"); and

**WHEREAS**, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the required off-site improvements will be installed; and

**WHEREAS**, the off-site improvements required by the LDC in the subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Services Department drawings, plans, specifications and other information relating to the construction of off-site roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way, in accordance with the specifications found in the aforementioned LDC and required by the County; and

**WHEREAS**, the Subdivider agrees to build and construct the aforementioned off-site improvements; and

**WHEREAS**, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the off-site improvements for maintenance as listed below and identified as applicable to this project:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Roads/Streets       | <input checked="" type="checkbox"/> Water Mains/Services               | <input checked="" type="checkbox"/> Stormwater Drainage Systems |
| <input type="checkbox"/> Sanitary Gravity Sewer Systems | <input checked="" type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges                                |
| <input type="checkbox"/> Reclaimed Water Mains/Services | <input type="checkbox"/> Sidewalks                                     |   |
| <input type="checkbox"/> Other: _____; and              |  |   |

**WHEREAS**, the County required the Subdivider to warranty the aforementioned off-site improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

**WHEREAS**, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned off-site improvements, the Subdivider and the County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install all off-site improvements required in connection with development of the Subdivision within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, to be built and constructed in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty all off-site improvement facilities required for the construction of the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC, does hereby deliver to the County, an instrument ensuring the performance and a separate instruments providing a warranty of the obligations described in paragraph 2 and 3 above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_, or
  - b. A Performance Bond, number 2371762 dated, 10/21/25 with Lenner Homes, LLC as Principal, and Swiss RE Corporate Solutions America as Surety, or  
A Warranty Bond, number 2371762M dated, 10/21/2025 with Lenner Homes, LLC as Principal, and Swiss RE Corporate Solutions America as Surety, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the off-site improvements are constructed in accordance with:
  - a. The plans, drawings, and specifications submitted to and approved by the County's Development Services Department; and
  - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion




of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.


7. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of the final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

  
Witness Signature

Max Leunson  
Printed Name of Witness

  
Witness Signature

Joseph Alexando  
Printed Name of Witness

Subdivider:

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

MIKE RUST  
Name (typed, printed or stamped)

VICE PRESIDENT  
Title

4301 W BOY SCOUT BWO #600 TAMPA, FL 33607  
Address of Signer

656-252-6536  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:


VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.



**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

2<sup>nd</sup> day of OCTOBER, 2025, by MIKE RUST as  
(day) (month) (year) (name of person acknowledging)

VICE PRESIDENT for LUNAR HOMES, LLC  
(type of authority,....e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

Morgana Anselmi  
(Signature of Notary Public - State of Florida)

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



Morgana Anselmi  
Comm.: HH 469930  
Expires: Dec. 4, 2027  
Notary Public - State of Florida

HH469930 Dec. 4, 2027  
(Commission Number) (Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

## SUBDIVISION PERFORMANCE BOND - OFF-SITE

**KNOW ALL MEN BY THESE PRESENTS**, That we Lennar Homes LLC  
4301 W Boy Scout Blvd., Suite 600, Tampa, FL 33607 called the Principal, and Swiss Re Corporate Solutions America  
Insurance Corporation, 1200 Main Street, Suite 800, Kansas City, Missouri 64105 called the Surety, are held and firmly  
 bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of  
One Million Six Hundred Forty Thousand Eight Hundred Fifty-Five & 65/100 (\$ 1,640,855.65) Dollars for the payment of which  
 sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
 severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has adopted land development regulations  
 in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which  
 regulations are by reference hereby incorporated into and made a part of this performance bond; and

**WHEREAS**, these regulations affect the subdivision of land within the unincorporated areas of Hillsborough  
 County; and

**WHEREAS**, these regulations require the construction of off-site improvements in connection with the platting of  
 a subdivision; and

**WHEREAS**, the Principal has filed with the Development Review Division of the Development Services  
 Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information  
 relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way, sidewalks,  
 bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance  
 with the specifications found in the aforementioned subdivision regulations and required by the Board of County  
 Commissioners of Hillsborough County, Florida, and the County Engineer in connection with the platting of  
 the Townes at Claire Bay subdivision; and

**WHEREAS**, the aforementioned subdivision regulations require the Principal to submit an instrument  
 ensuring completion of construction of the aforementioned improvements within a time period established by said  
 regulations; and

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered  
 into a Subdivider's Agreement, the terms of which Agreement require the Principal to submit an instrument ensuring  
 completion of construction of required improvements; and

**WHEREAS**, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made  
 a part of this Subdivision Performance Bond.



NOW THEREFORE, the conditions of this obligation are such, that:

A. If the Principal shall well and truly build, construct, and install in connection with the platted area known as Townes at Claire Bay subdivision all grading, paving, curbing of streets, alleys or other rights-of-way, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in connection with the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and

B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL 07/09/2026.

SIGNED, SEALED AND DATED this 21st day of October, 2025.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

Courtney Mai  
Courtney Mai, Witness

By B-JP  
Principal Seal

Swiss Re Corporate Solutions America Insurance Corporation

Surety Seal

ATTEST:

Krista M. Lee  
Krista M. Lee, Witness

By Ratthanat  
Attorney-In-Fact Seal  
Ratthanatevy Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

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

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

HEIDI BOCKUS, KRISTA M. LEE, and RATTHANATEVY LOR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of APRIL, 20 23

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 28TH day of APRIL, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of October, 20 25.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC



**TAMPA CIVIL DESIGN**  
SITE DESIGN AND CIVIL ENGINEERING

**TOWNES AT CLAIRE BAY**

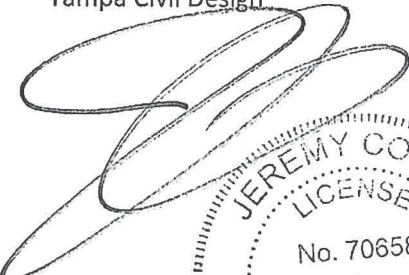
**Engineers Estimate of Construction Costs**

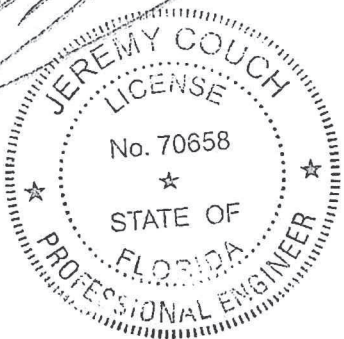
<u>Description</u>	<u>TOTAL</u>	<u>NOTES</u>
GENERAL CONDITIONS (MOBILIZATION, SURVEY, COMPLIANCE)	\$10,815.00	96% Complete
EARTHWORK	\$212,239.38	36% Complete
ROADS, CURB, TRAFFIC	\$426,285.00	0% Complete
STORM DRAINAGE	\$338,681.99	40% Complete
SANITARY SEWER	\$257,903.23	42% Complete
WATER DISTRIBUTION	\$66,759.92	78% Complete
<b>TOTAL</b>	<b>\$1,312,684.52</b>	

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

\$1,640,855.65

Jeremy Couch, P.E.  
Tampa Civil Design

 10/1/2025



**SUBDIVISION WARRANTY BOND - OFF-SITE**

**KNOW ALL MEN BY THESE PRESENTS**, that we Lennar Homes, LLC  
4301 W Boy Scout Blvd., Suite 600, Tampa, FL 33607 called the Principal, and Swiss Re Corporate Solutions America  
Insurance Corporation, 1200 Main Street, Suite 800, Kansas City, Missouri 64105 called the Surety, are held and firmly bound unto the  
**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Fourteen Thousand Nine Hundred Eighty-Eight & 97/100 (\$ 14,988.97 ) Dollars for the payment of which  
 we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

**WHEREAS**, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, the Principal has requested that the Board of County Commissioners of Hillsborough County accept the following off-site improvement facilities (off-site Road Improvements, Drainage Improvements, Sanitary Improvements & Watermain Improvements hereafter referred to as the "Off-Site Improvement Facilities") constructed in conjunction with the platted subdivision known as Townes at Claire Bay (hereafter, the "Subdivision"); and

**WHEREAS**, the subdivision regulations require as a condition of acceptance of the aforementioned Off-Site Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting said Off-Site Improvement Facilities in an amount prescribed by said subdivision regulations; and

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement, the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

**WHEREAS**, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the Subdivision against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the subdivision regulations established by the Board of County Commissioners of Hillsborough County, and;



C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 9, 2028.

SIGNED, SEALED AND DATED this 21st day of October, 2025.

ATTEST:

Courtney Mai  
Courtney Mai, Witness

Lennar Homes, LLC, a Florida limited liability company

By B-JP-  
Principal Seal

Swiss Re Corporate Solutions America Insurance Corporation

Surety Seal

ATTEST:

Krista M. Lee  
Krista M. Lee, Witness

By Ratthanatev  
Attorney-In-Fact Seal  
Ratthanatev Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

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

## SWISS RE CORPORATE SOLUTIONS

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SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

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HEIDI BOCKUS, KRISTA M. LEE, and RATTHANATEVY LOR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of APRIL, 20 23

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 28TH day of APRIL, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of October, 20 25.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC



# TAMPA CIVIL DESIGN

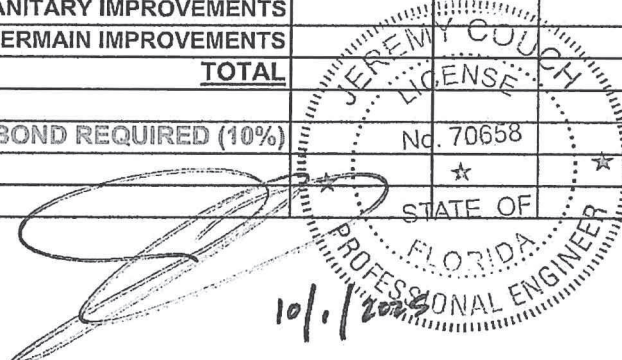
SITE DESIGN AND CIVIL ENGINEERING

## TOWNES AT CLAIRE BAY

Engineers Estimate of Construction Costs  
For  
Warrantied Construction Materials

Item No.	Description	Quantity	Unit	\$	TOTAL
<b>OFFSITE ROAD IMPROVEMENTS</b>					
1	6" CRUSHED CONCRETE	147	SY	\$ 16.70	\$ 2,454.90
2	6" STABILIZATION	147	SY	\$ 10.35	\$ 1,521.45
3	1.75" SP-9.5 ASPHALT	147	SY	\$ 22.90	\$ 3,366.30
5	ADA RAMP AND TRUNCATED DOMES	2	EA	\$ 1,045.00	\$ 2,090.00
6	6" SIDEWALK	4156	SF	\$ 13.50	\$ 56,106.00
7	SOD	3362	SF	\$ 3.65	\$ 12,271.30
<b>OFFSITE ROAD IMPROVEMENTS TOTAL</b>					<b>\$ 77,809.95</b>
<b>OFFSITE DRAINAGE IMPROVEMENTS</b>					
1	30" X 19" ERCP	102	LF	\$ 200.00	\$ 20,400.00
2	18" RCP	81	LF	\$ 84.00	\$ 6,804.00
3	24" RCP	66	LF	\$ 115.00	\$ 7,590.00
4	30" X 19" ERCP MES	2	EA	\$ 3,450.00	\$ 6,900.00
5	18" MES	2	EA	\$ 2,100.00	\$ 4,200.00
6	24" MES	1	EA	\$ 2,600.00	\$ 2,600.00
<b>OFFSITE DRAINAGE IMPROVEMENTS TOTAL</b>					<b>\$ 48,494.00</b>
<b>OFFSITE SANITARY IMPROVEMENTS</b>					
1	4" C900 PVC	38	LF	\$ 25.15	\$ 955.70
2	4" PLUG VALVE	1	EA	\$ 1,950.00	\$ 1,950.00
3	4" GATE VALVE	1	EA	\$ 1,600.00	\$ 1,600.00
4	6"X4" TAPPING SLEEVE	1	EA	\$ 5,450.00	\$ 5,450.00
<b>OFFSITE SANITARY IMPROVEMENTS TOTAL</b>					<b>\$ 9,955.70</b>
<b>OFFSITE WATERMAIN IMPROVEMENTS</b>					
1	8" DUCTILE IRON PIPE	36	LF	\$ 105.00	\$ 3,780.00
2	8" X 8" FULL CIRCLE TAPPING SADDLE	1	EA	\$ 6,800.00	\$ 6,800.00
3	8" GATE VALVE	1	EA	\$ 3,050.00	\$ 3,050.00
<b>OFFSITE WATERMAIN IMPROVEMENTS TOTAL</b>					<b>\$ 13,630.00</b>
<b>SUBTOTAL - OFFSITE ROAD IMPROVEMENTS</b>					<b>\$ 77,809.95</b>
<b>SUBTOTAL - OFFSITE DRAINAGE IMPROVEMENTS</b>					<b>\$ 48,494.00</b>
<b>SUBTOTAL - OFFSITE SANITARY IMPROVEMENTS</b>					<b>\$ 9,955.70</b>
<b>SUBTOTAL - OFFSITE WATERMAIN IMPROVEMENTS</b>					<b>\$ 13,630.00</b>
<b>TOTAL</b>					<b>\$ 149,889.65</b>
<b>TOTAL WARRANTY BOND REQUIRED (10%)</b>					<b>\$ 14,988.97</b>

Jeremy Couch, P.E.  
Tampa Civil Design



## SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
Lennar Homes LLC, hereinafter referred to as the "Subdivider" and  
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

**WHEREAS**, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as  
Townes at Claire Bay (hereafter referred to as the "Subdivision"); and

**WHEREAS**, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

**WHEREAS**, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

**WHEREAS**, the Subdivider agrees to install the aforementioned lot corners in the platted area.

**NOW, THEREFORE**, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 2371763 dated, 10/21/25 with Lennar Homes LLC as Principal, and Swiss RE Solutions America as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing



escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Max Lemmon  
Witness Signature

Max Lemmon  
Printed Name of Witness

[Signature]  
Witness Signature

Joseph Alexander  
Printed Name of Witness

Subdivider:

By [Signature]  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

MIKE RUST  
Name (typed, printed or stamped)

VICE PRESIDENT  
Title

4301 W BOY SCOUT BLVD #600 TAMPA, FL  
Address of Signer 33607

656-252-6536  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

Clerk of the Circuit Court

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

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

APPROVED BY THE COUNTY ATTORNEY

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



**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

2<sup>nd</sup> day of OCTOBER, 2023, by MIKE RUST as  
(day) (month) (year) (name of person acknowledging)

VICE PRESIDENT for LENNAR HOMES, LLC  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

Morgana Anselmi  
(Signature of Notary Public - State of Florida)

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



Morgana Anselmi  
Comm.: HH 469930  
Expires: Dec. 4, 2027  
Notary Public - State of Florida

HH469930  
(Commission Number)

Dec. 4, 2027  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

**SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC  
4301 W Boy Scout Blvd., Suite 600, Tampa, FL 33607 called the Principal, and Swiss Re Corporate Solutions America  
Insurance Corporation, 1200 Main Street, Suite 800, Kansas City, Missouri 64105 called the Surety, are held and firmly bound unto the  
 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of \_\_\_\_\_  
Twelve Thousand Seven Hundred Fifty & No/100 (\$ 12,750.00) Dollars for the payment of which sum,  
 well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
 severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to these subdivision regulations a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Townes at Claire Bay are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.



NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Townes at Claire Bay subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 9, 2026.

SIGNED, SEALED AND DATED this 21st day of October, 2025.

Lennar Homes, LLC, a Florida limited liability company

ATTEST:

Courtney Mai  
Courtney Mai, witness

BY:

B-H-P-  
PRINCIPAL (SEAL)

Swiss Re Corporate Solutions America Insurance Corporation

SURETY (SEAL)

ATTEST:

Krista M. Lee  
Krista M. Lee, Witness

Ratthanatev Lor  
ATTORNEY-IN-FACT (SEAL)  
Ratthanatev Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]  
Approved As To Form And Legal Sufficiency.

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

HEIDI BOCKUS, KRISTA M. LEE, and RATTHANATEVY LOR

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of APRIL, 20 23

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 28TH day of APRIL, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of October, 20 25.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC



**TAMPA CIVIL DESIGN**  
SITE DESIGN AND CIVIL ENGINEERING

**Townes at Claire Bay**  
**Engineers Estimate of Construction Costs**

<u>Description</u>	<u>TOTAL</u>
Lot Corners 68 Lots @ \$150.00 per lot	\$10,200.00
<b>TOTAL</b>	<b>\$10,200.00</b>

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

\$12,750.00

Jeremy Couch, P.E.  
Tampa Civil Design

