

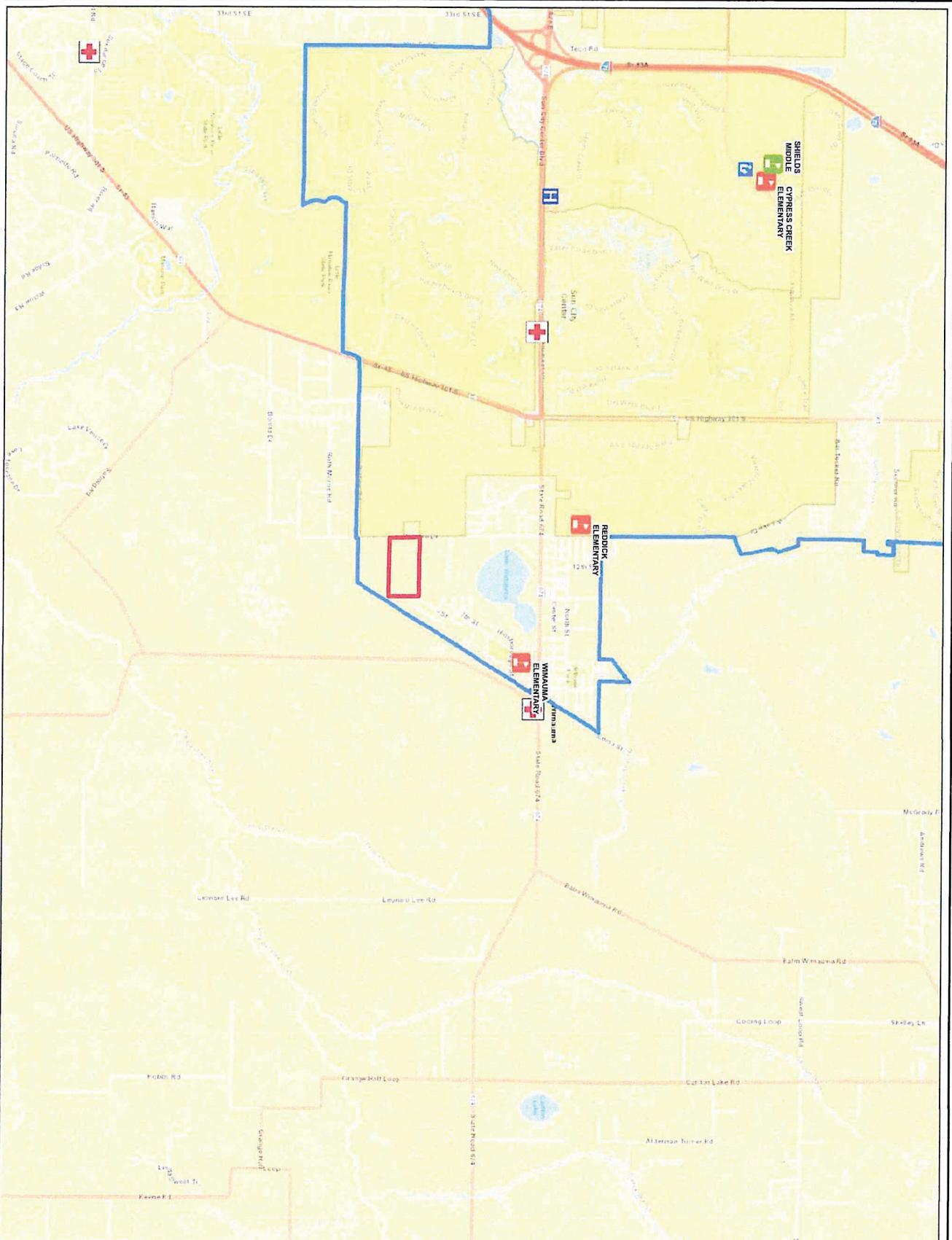
SUBJECT: West Lake Phase 1 Off-Site **PI#6289**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 9, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (traffic signals) for Maintenance to serve West Lake Phase 1 Off-Site, located in Section 16, Township 32, and Range 20, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$132,252.26 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On October 26, 2023, Permission to Construct was issued for West Lake Phase 1 Off-Site, after construction plan review was completed on August 17, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, LLC and the engineer is Clearview Land Design.



Clearview LAND DESIGN, P.L.
 3010 W. Azalee Street Suite 150
 Tampa, Florida 33609 (813) 223-3919

Legend

- ▭ Project Limits
- ▭ Urban Service Area
- + Fire Station
- H Hospitals
- B Library
- S Elementary Schools
- S Middle Schools
- M Major Projects

Vicinity Map

S: 16 T: 32 R: 20

Notes:

Clearview Land Design or Hillsborough County make no warranty, representation or guarantee as to the content, accuracy, or completeness of the information provided herein.

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

Scale: 1 inch = 4,000 feet

0 4,000 8,000 Feet

Figure: Vicinity Map

Project: West Lake

Hillsborough County

Map Date: 5/11/2022

Map Prepared By: WCS

SUBDIVIDER'S AGREEMENT FOR 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 authorizes the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Subdivider in conjunction with projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Subdivider has completed certain off-site improvement facilities in conjunction with the subdivision known as West Lake Phase 1 (hereafter, the "Subdivision"); and

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

WHEREAS, the Subdivider has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Subdivider has offered to warrant the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Subdivider and the County agree as follows:

1. The terms, conditions and regulations contained in the Hillsborough County Land Development Code, are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Subdivider agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Subdivider agrees to correct within the warranty period any such failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and LDC. The off-site improvement facilities, constructed in conjunction with the Subdivision are as follows:

West Lake Drive Traffic Signals - including West Lake Drive and SR 674 Traffic Signal and West Lake Drive and School "UUU"

Traffic Signal

3. The Subdivider agrees to, and in accordance with the requirements of the LDC, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:

- a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
- b. A Warranty Bond, number 024293745 dated, 4/13/2026 with Liberty Mutual Insurance Company by order of Lennar Homes, LLC, 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.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the LDC, to accept the off-site improvement facilities for maintenance, at such time as:
 - a. The Engineer-of-Record for the Subdivider certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of the Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b. Authorized representatives of the County's Development Review Division of the Development Services Department have reviewed the Engineer-of-Record's certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.
6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.
8. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
9. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

Subdivider:

Courtney Mai
Witness Signature

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

COURTNEY MAI
Printed Name of Witness

MICHAEL RUST
Name (typed, printed or stamped)

Rebecca Kinzly
Witness Signature

VP LAND DEVELOPMENT
Title

Rebecca Kinzly
Printed Name of Witness

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

656-252-10536
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 [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

6TH day of APRIL, 2026, by MIKE RUSF 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

Courtney Mai
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



Courtney Mai
Comm.: HH 651843
Expires: Mar. 16, 2029
Notary Public - State of Florida

HH 651843 3/16/2029
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

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 Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02116 called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
One Hundred Thirty Two Thousand Two Hundred Fifty Two and 26/100 (\$132,252.26) 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 Off-Site Traffic Signals, hereafter referred to as the "Off-Site Improvement Facilities") constructed in conjunction with the platted subdivision known as West Lake Phase 1 (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 13th day of April, 2026.

ATTEST:


Max Levinson, witness

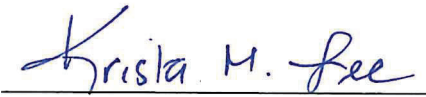
Lennar Homes, LLC, a Florida limited liability company

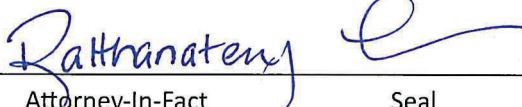
By 
Principal Seal

Liberty Mutual Insurance Company

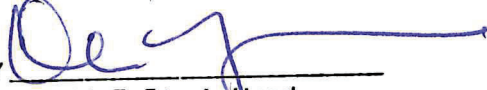
Surety Seal

ATTEST:


Krista M. Lee, Witness

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

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ratthanatevy Lor

all of the city of Seattle, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of April, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

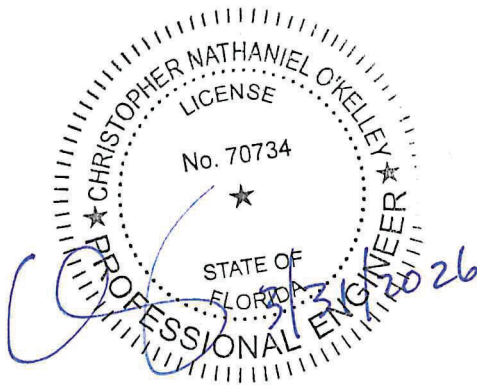
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Summary For Warranty Bond

WEST LAKE SUBDIVISION PHASE 1 OFFSITE TRAFFIC SIGNALS

West Lake Dr. Traffic Signals (West Lake Dr. & SR 674 Traffic Signal and West Lake Dr. & School 'UUU' Traffic Signal)	\$ 1,322,522.62
<hr/>	
Total Amount	\$ 1,322,522.62
Security Amount (10% of Total)	\$ 132,252.26



Christopher N. O'Kelley FL P.E. No. 70734
Clearview Land Design P.L.
Date Prepared: 03/31/2026

Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

WEST LAKE SUBDIVISION PHASE 1 WEST LAKE DRIVE TRAFFIC SIGNALS

Item	Quantity	Unit	Unit Price	Total Amount
WEST LAKE DR. TRAFFIC SIGNALS:1) SR 674 & 2) SCHOOL 'UUU'				
ITSFM SUBSURFACE DOCUMENTATION	2	LS	\$6,500.00	\$13,000.00
ITSFM LOCATION DOCUMENTATION	2	LS	\$5,687.50	\$11,375.00
CONDUIT F&I OPEN TRENCH	710	LF	\$17.42	\$12,368.20
CONDUIT DIRECTIONAL BORE SIGNAL	615	LF	\$63.83	\$39,255.45
CONDUIT DIRECTIONAL BORE FIBER	5010	LF	\$29.08	\$145,690.80
SIGNALS - CABLE - WITHIN INTERSECTION -	2	PI	\$13,877.50	\$27,755.00
FIBER OPTIC CABLE F/I UG 2-12	385	LF	\$5.85	\$2,252.25
FIBER OPTIC CABLE F/I UG 13-48	4665	LF	\$8.45	\$39,419.25
FIBER OPTIC CONNECTION, SPLICE	16	EA	\$81.25	\$1,300.00
FIBER OPTIC CONNECTION, TERMINATION	104	EA	\$107.25	\$11,154.00
FIBER OPTIC CONNECTION HARDWARE F/I, SPLICE ENCLOSURE	4	EA	\$1,645.54	\$6,582.16
FIBER OPTIC CONNECTION HARDWARE F/I, SPLICE TRAY	4	EA	\$81.25	\$325.00
FIBER OPTIC CONNECTION HARDWARE F/I, BUFFER FAN OUT KIT	5	EA	\$87.75	\$438.75
FIBER OPTIC CONNECTION HARDWARE F/I, PATCH PANEL FIELD TERM	3	EA	\$1,699.75	\$5,099.25
PULL & SPLICE BOX F/I 13X24	19	EA	\$825.50	\$15,684.50
PULL & SPLICE BOX F/I 24X36X18	11	EA	\$1,417.00	\$15,587.00
PULL & SPLICE BOX F/I 30X60	2	EA	\$2,203.50	\$4,407.00
PULL & SPLICE BOX F/I 17X30	17	EA	\$2,203.50	\$37,459.50
ELECTRICAL POWER SERVICE (F/I)(UNDERGROUND)(POWER CO)	2	AS	\$5,096.00	\$10,192.00
ELECTRICAL SERVICE WIRE	24	LF	\$6.32	\$151.68
PRESTRESSED CONCRETE POLE (F/I)(TYPE-	2	EA	\$1,956.50	\$3,913.00
ALUMINUM SIGNAL POLE (F/I) (PEDESTAL)	14	EA	\$2,101.45	\$29,420.30
STEEL MAST ARM ASSEMBLY F/I SIGNLE ARM 50	3	EA	\$66,027.00	\$198,081.00
STEEL MAST ARM ASSEMBLY, F/I, SINGLE ARM 60'	2	EA	\$72,203.17	\$144,406.34
STEEL MAST ARM ASSEMBLY F/I DOUBLE ARM 78-60	1	EA	\$97,675.76	\$97,675.76
TRAFFIC SIGNAL - F/I - 3 SEC - 1 WAY LED	13	AS	\$1,461.85	\$19,004.05
TRAFFIC SIGNAL - F/I - 4 SEC - 1 WAY LED,	3	AS	\$1,719.25	\$5,157.75
TRAFFIC SIGNAL - F/I - 5 SEC - 1 WAY LED,	2	AS	\$2,184.00	\$4,368.00
PED SIGNAL -F/I - LED - COUNTDOWN 1- WAY	14	AS	\$886.99	\$12,417.86
VEH DETECTION SYST. MICROWAVE CABINET	2	EA	\$9,945.00	\$19,890.00
VEH DETECTION SYST. MICROWAVE ABOVE GROUND	7	EA	\$7,675.59	\$53,729.13
VEH DETECTION SYST. AVI F/I BLUETOOTH ABOVE GROUND (IF	1	EA	\$12,805.00	\$12,805.00
PED DETECTOR - F/I - W/ SIGN	14	EA	\$377.00	\$5,278.00
TRAFFIC CONTROLLER ASSMY (F/I)NEMA	2	AS	\$44,525.00	\$89,050.00
CCTV CAMERA F/I DOME PTZ PRESS IP HD	2	EA	\$9,457.50	\$18,915.00
MANAGED FIELD ETHERNET SWITCH F/I	2	EA	\$4,452.50	\$8,905.00
UNINTERRUPTIBLE POWER SUPPLY F/I LINE	2	EA	\$10,244.00	\$20,488.00
SINGLE POST SIGN F/I 12SF TO 20SF	2	AS	\$1,092.00	\$2,184.00
INTERNAL ILLUM SIGN F/I STREET NAME 12-	5	EA	\$4,049.50	\$20,247.50
POWER OUTAGE EMERGENCY BEACON	2	EA	\$16,406.00	\$32,812.00
LIGHTING CONDUCTORS F/I NO.6	2427	LF	\$4.82	\$11,698.14
LIGHT POLE COMPLETE F/I STD FND 40' MH	10	EA	\$9,685.00	\$96,850.00
LOAD CENTER F/I SECONDARY	2	EA	\$3,022.50	\$6,045.00
LIGHT POLE CABLE DIST SYSTEM	10	EA	\$968.50	\$9,685.00
Total - OFFSITE TRAFFIC SIGNALS				\$ 1,322,522.62