



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 9**

**DATE:** June 3, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Juanita Thomas, Senior Title Examiner *JT/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Developer's Agreement (Construction of a Semi-Private Boat Ramp Facility) by and between Orange County, Florida and Pulte Home Company, LLC and authorization to record instrument.

**PROJECT:** Lake Pickett Cluster Parcels 4 & 5 Phase 1  
Permit No. BR-17-06-000  
  
District 5

**PURPOSE:** To meet requirements of Condition 7 of Semi-Private Boat Ramp Facility Permit No. BR-17-06-000.

**ITEM:** Developer's Agreement

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

**REMARKS:** Semi-Private Boat Ramp Facility Permit No. BR-17-06-000 approved by the Board requires this Developer's Agreement.

Developer to pay all recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUN 21 2022

**Instrument prepared by and  
recorded original returned to:  
Real Estate Management Division  
Orange County, Florida  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32801**

Project: Lake Pickett Cluster Parcels 4 & 5 Phase 1

Parcel ID Numbers: 09-22-32-2501-18-001

**Developer's Agreement  
(Construction of a Semi-Private Boat Ramp Facility)**

This Developer's Agreement (the "Agreement") is made and entered into by and between **Orange County, Florida**, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 (the "**County**"), and Pulte Home Company, LLC, a Michigan limited liability company, whose address is 4901 Vineland Road, FL 32811 ("**Developer**") (Developer and County are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

**Recitals**

A. The Developer owns certain land situated in Orange County, Florida, known as ESTATES AT LAKE PICKETT – TRACT R-1 BOAT RAMP, as recorded in Plat Book 96, Page 3, of the Public Records of Orange County, Florida, more particularly described in Exhibit "A" attached to this Agreement (the "**Property**").

B. The Property is adjacent to land situated in Orange County, Florida, which the Developer intends to develop as a residential subdivision known as ESTATES AT LAKE PICKETT (the “Community”).

C. The Developer intends to construct a semi-private boat ramp facility on the Property (the “Facility”) in accordance with Chapter 15, Article XV of the Orange County Code (the “Code”) as an amenity for the Community.

D. Permits **BR-17-06-000 and CAI-17-06-018** were approved by the Board of County Commissioners on September 24, 2018 and Corrected on October 1, 2018 and authorize wetland impacts and construction of the Facility.

E. The County has authority to regulate the construction, maintenance, and improvement of the Facility under Chapter 15, Article XV of the Code.

F. In order to comply with Section 15-605(b)(14) of the Code, the Parties desire to enter into this Agreement.

In consideration of the promises stated in this Agreement, the Parties agree as follows:

#### **Agreement**

1. **Recitals**. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

2. **Capitalized Terms**. Terms used in this Agreement without definition have the meanings ascribed to those terms in the Chapter 15, Article XV of the Code.

3. **Exhibits**. The exhibits attached to this Agreement are an inherent part of it.

4. **Construction of the Facility**. This Agreement does not require the Developer to construct the Facility. If the Developer elects to construct the Facility, however, the Developer must design and construct the Facility in accordance with the Code, this Agreement, and any applicable federal or state statutes, regulations, or permits, and in such a manner as to prevent any adverse impact or effect upon other properties. Additionally, the Facility must be constructed in accordance with the Construction Drawings attached to this Agreement as **Exhibit “B”**.

5. **No Obligation of the County.** The County has no obligation to design, construct, maintain, or participate in any way in the design, construction, or maintenance of the Facility.

6. **Maintenance of the Facility.** Developer must maintain and repair the Facility in a good condition and in accordance with the Code, this Agreement, and any applicable federal or state statutes, regulations, or permits, and in such a manner as to prevent any adverse impact or effect upon other properties. For the purposes of this Agreement, “maintenance” means keeping the Property in a condition which is in compliance with the Orange County Lot Clearing Ordinance codified in Chapter 28, Article II of the Code, as it may be amended and replaced from time to time; is consistent with the standards of upkeep of the majority of the lots in the Community; and assures that the Property and Facility are safe and functional

7. **Use of the Facility.** The Facility may not be dedicated to the use and enjoyment of the general public. As a semi-private boat ramp facility, the Facility is intended for the use of, and will in fact be used by, members of the homeowners association for the Community (the “**Association**”) and their usual and customary guests, but only in the company of such members.

8. **Modifications to the Facility.** The design and function of the Facility may not be modified without the prior written consent of the Orange County Environmental Protection Division, or other department or division of Orange County government to which is delegated oversight authority (the “**Department**”).

9. **Operation of the Facility.** Upon final approval of the as-built certification by the Orange County Environmental Protection Division, the Developer must operate the Facility in accordance with the Code, this Agreement, and any applicable federal or state statutes, regulations, or permits, and in such a manner as to prevent any adverse impact or effect upon other properties.

10. **Costs Associated with the Facility.** The Developer must pay for all costs arising from the use of the Facility including, but not limited to, costs for increased water safety enforcement and maintenance. Any and all cost shall not exceed ten (10) percent of the assessed value of the Facility and the Property. For an understanding of the assessed value, refer to Section 13.

11. **Additional Facility Conditions.** The Developer and the users of the Facility must comply with the following conditions:

- a. The boat ramp may not be more than 15 feet in width;
- b. The parking of any car or trailer at the Facility by individuals other than those authorized to use the Facility site is prohibited. At least 1 sign informing the public of the forgoing restriction and 1 “Tow-Away” warning sign, as required by the applicable state statute, must be posted at the Facility site;
- c. The companion boat mooring dock’s length may not exceed the length of the boat ramp (measured from the normal high water mark to the waterward end of the ramp);
- d. The companion boat mooring dock may not exceed 4 feet in width;
- e. No boat house or other similar sheltered structure may be built on the companion boat mooring dock;
- f. No fueling is allowed at the ramp; boats with antifouling paint may not use the ramp; power loading or unloading will be prohibited; no drainage or washing of watercraft will be permitted at the ramp; and shoreline mooring shall be prohibited at the boat ramp;
- g. An oil absorbent boom will be installed and maintained at the end of the companion dock;
- h. The Facility must provide facilities for the removal of aquatic plants from boat props, motors and trailers, including a hose bib and a receptacle for depositing plant fragments or other aquatic debris;
- i. Overnight mooring, beaching or storage of boats is prohibited at the Facility. An informational sign informing the public of the foregoing restriction must be posted at the Facility;
- j. The Facility is the only boat ramp allowed in the Community;
- k. The Facility must have at least 1 trash receptacle at all times;
- l. Landscaping, screen walls and any other available measures to reduce noise impacts must be a part of the design of the Facility;

m. A "No Wake" sign must be posted at the Facility requiring no wake within a 100' radius of the Facility;

n. Launching of motorized vessels is prohibited and the Facility must be closed at any time the elevation of the lake is below 54.0 feet above mean sea level North American Vertical Datum (NAVD), as determined by a permanent staff gauge to be located at the end of the companion dock of the boat ramp at the Facility. Signage must be installed informing boaters this restriction. The permanent staff gauge is to be properly installed and maintained in a usable condition. The Developer will have a licensed surveyor verify the current height of the water at least once a year, in perpetuity, and at such times as the accuracy may be compromised by accident, vandalism or other occurrence;

o. The County may clean up, fence, and otherwise block access to the Facility if it is not properly maintained and until the Facility and the Property has been cleaned up to the satisfaction of the County or the County has been reimbursed for the costs of clean-up. The Developer must reimburse the County for the costs of clean-up incurred by the County.

12. **Failure to Maintain.** In the event the Department determines that the Facility is not properly maintained in accordance with the standards in the Code, as it may be amended, the Department, after 30 days written notice to the Developer, may, without prejudice to any other right or remedy it may have, enter the Property and perform such maintenance to the Facility as the Department deems necessary to meet such standards. To the extent the cost of maintenance cannot be satisfied from the letter of credit required by this Agreement, the County is hereby authorized to assess such cost against the Property, and such maintenance assessment will constitute a lien thereon until paid, which lien will be superior and paramount to the interest on such Property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes will be on a parity with the lien of any such County taxes.

13. **Letter of Credit.** Prior to the final inspection of the Facility or issuance of a certificate of completion for the Facility, the Developer must provide to the Department a one year irrevocable letter of credit in favor of County, in the amount of 10% of the assessed value of the Facility, to secure the cost described in Sections 11.o and 12. The letter of credit must be from a financial institution satisfactory to the County,

headquartered within or having a branch within Orange County, and shall not expire until at least 1 year after the completion of the Facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for the Facility. The letter of credit must be in the form prescribed in **Exhibit "C"** attached to this Agreement.

For the assessed value, the Developer may use a third party appraisal of the Facility (including the value of the Facility post construction, accessory structures or other improvement, and the value of the land itself) by an approved Orange County Appraiser. The Developer may also provide a construction estimate for the Facility (including all accessory structures or other improvements) and add twenty-five (25) percent. Final amount to be approved by the Environment Protection Officer or his/her assigns. This assessed value is over the lifetime of the Facility.

14. **Insurance.** Throughout the duration of this Agreement, including the initial period and any extensions thereof, the Association must obtain and continually possess:

a. Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b. All-risk property insurance to cover the improvements for their full replacement value;

c. In addition to the commercial general liability requirement specified Section 14.a., all parties that perform work on the Facilities shall have Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000.00 for each incident of bodily injury or disease for Employers' Liability; and



d. All parties that perform work on the Facility shall have Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 combined single limit or its equivalent. In the event Association or contractor does not own automobiles, Association or contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing operations under this Agreement, Association shall provide Certificates of Insurance and endorsements to County to verify coverage. Certificates of Insurance and endorsements shall be submitted to Orange County Risk Management upon renewal or replacement of all required coverage. The name of the project for which the Facility is to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. All liability policies shall include an endorsement specifically naming Orange County, Florida, as an additional insured, and shall contain a provision that forbids any cancellation, changes or material alterations, or renewal of coverage without providing 30 days prior written notice to County. Association shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Association to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to insure that its contractors and subcontractors maintain coverage shall not relieve Association of any contractual responsibility, obligation, or liability.

15. **Indemnification.** Developer will indemnify, defend, and hold the County harmless against all losses, damages, cost, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance, and use of the Facility.

16. **Recording Fees.** After approval of this Agreement by the Board of County Commissioners, County will record this Agreement in the Public Records of Orange County, Florida. Developer must deliver the

funds necessary to record this Agreement to the County prior to submission of this Agreement to the Board of County Commissioners for approval.

17. **Agreement Runs with the Land.** This Agreement runs with the Property, inures to the benefit of the Property and will be binding upon any person, firm, entity, or corporation who may become the controlling party of any or all of the Property or who may otherwise become a successor or assign in interest, directly or indirectly to the Property.

18. **No Limitation of Regulatory Authority.** Nothing in this Agreement is intended to limit the County's regulatory authority over the Facility.

19. **Effective Date.** This Agreement is effective as of the date of the last signature (the "Effective Date").

The Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

Signed, sealed, and delivered  
In the presence of:

Pulte Home Company, LLC,  
a Michigan limited liability company

[Signature]

BY: [Signature]

Witness

Aaron Strunkmeyer

Doug Hoffman

Printed Name

Printed Name

Jennifer M. Cotch

VP of Land Development

Witness

Title

Jennifer M. Cotch

Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or online notarization this 2<sup>nd</sup> day of June, 2022, by Doug Hoffman, as VP of Land Development of Pulte Home Company, LLC a Michigan limited liability company, on behalf of said limited liability company.  He/She  is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

Jennifer M. Cotch  
Notary Signature

Jennifer M. Cotch

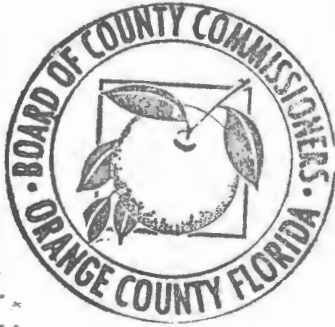
Printed Notary Name



**JENNIFER M. COTCH**  
Notary Public  
State of Florida  
Comm# HH233051  
Expires 3/26/2026

Notary Public in and for  
the County and State aforesaid

My commission expires:



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: *22 June 2022*

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Phil Diamond*  
for Deputy Clerk

Date: *JUN 23 2022*

Project: Lake Pickett Cluster Parcels 4 & 5 Phase 1

**JOINDER AND CONSENT TO DEVELOPER'S AGREEMENT**  
**(CONSTRUCTION OF A SEMI-PRIVATE BOAT RAMP FACILITY)**

Estates At Lake Pickett Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), being granted certain rights by virtue of that certain Community Declaration for Estates at Lake Pickett, recorded February 21, 2017, as Official Records Document No. 20170095423, and any additional amendments to the declaration ("Declaration"), of the Public Records of Orange County, Florida, hereby joins in and consents to the execution and recording of the foregoing Developer's Agreement (Construction of a Semi-Private Boat Ramp Facility) ("Agreement").

Witnesses:

William Cook  
Print Name: William Cook

Amy Steiger  
Print Name: Amy Steiger

Estates At Lake Pickett Homeowners Association, Inc, a Florida Not-For-Profit Corporation

By: Wally Duckworth

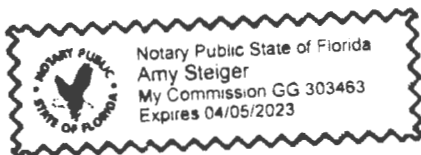
Print Name: Walter Duckworth

Title: President Estates at Lake Pickett HOA

STATE OF (Florida)  
COUNTY OF (Orange)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of February, 2022 by Wally Duckworth as President of Estates at Lake Pickett Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Florida not-for-profit corporation. He/ She  is personally known to me or  has produced Drivers License as identification.

(Notary Seal)



Amy Steiger

Notary Public

Print Name: Amy Steiger

My Commission Expires: 4/5/2023

**Exhibit "A"**

**Property**

# ESTATES AT LAKE PICKETT - TRACT R-1 BOAT RAMP

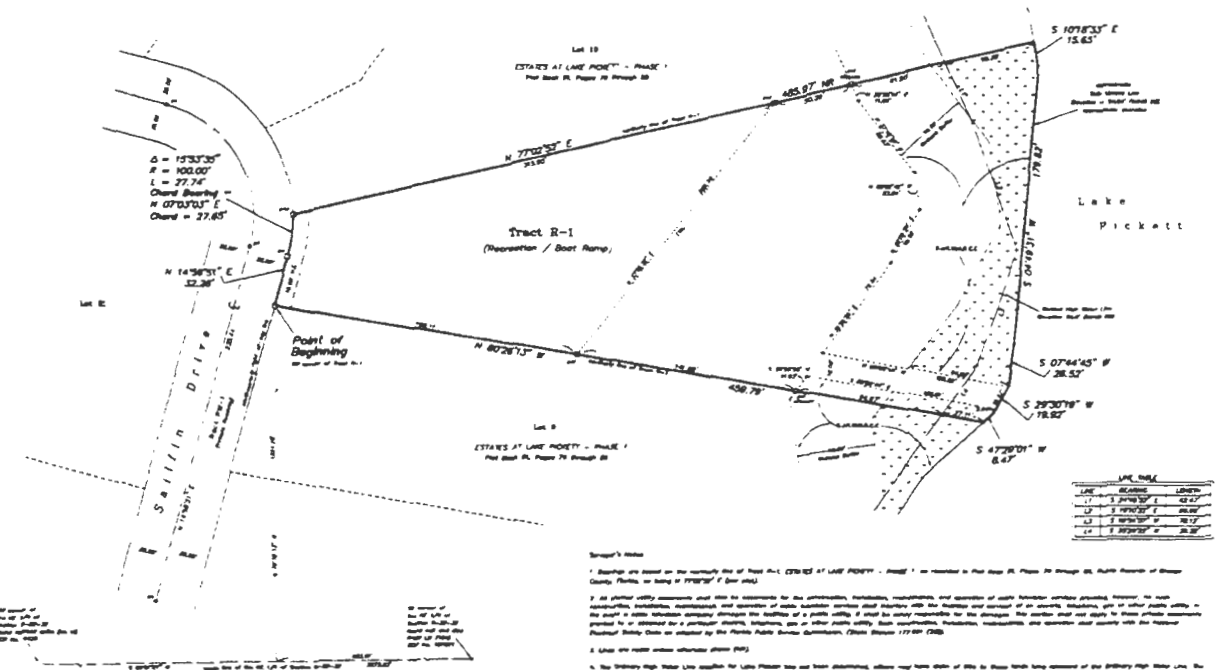
A Replat of Tract R-1, ESTATES AT LAKE PICKETT - PHASE 1, as recorded in Plat Book 91, Pages 79 through 86  
Sited in Section 9, Township 22 South, Range 32 East  
Orange County, Florida

### Legal Description

Tract R-1 (Recreation Area), ESTATES AT LAKE PICKETT - PHASE 1, according to the plat thereof, as recorded in Plat Book 91, Pages 79 through 86, Public Records of Orange County, Florida, lying in Section 9, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

BEING at the southeast corner of said Tract R-1, a side point lying on the easterly right-of-way line of South Drive, thence run northerly, along said easterly right-of-way line, the following two (2) courses and distances: run N 14°38'31" E, a distance of 32.38 feet to a point of curvature of a curve, relative to said line, having a radius of 100.00 feet and a central angle of 153°33'; thence run northerly, along the arc of said curve, a distance of 37.14 feet to a point on the northerly line of said Tract R-1; thence, departing said easterly right-of-way line, run N 77°22'53" E, along the northerly line of said Tract R-1, a distance of 485.97 feet to the approximate location of the Sole Landing Line as established by the Florida Department of Environmental Protection (Distance 34.64 feet M&M 68 Data), thence run southerly, along said approximate Sole Landing Line, the following courses and distances: run S 10°18'33" E, a distance of 15.85 feet; thence run S 0°18'39" W, a distance of 178.82 feet; thence run S 07°04'45" W, a distance of 26.52 feet; thence run S 28°30'19" W, a distance of 78.92 feet; thence run S 47°29'01" W, a distance of 8.47 feet to a point on the southerly line of said Tract R-1; thence, departing said approximate Sole Landing Line, run N 80°26'13" E, along the southerly line of Tract R-1, a distance of 458.79 feet to the POINT OF BEGINNING.

Containing 1.85 acres, more or less



This plat is being prepared in conformity with Section 170-001(1), Orange County Code, ORANGE COUNTY BOAT RAMP DISTRICT, approved by the Board of County Commissioners on October 13, 2014. Approval of any and all other rules and regulations, including all other rules and regulations, shall be subject to Chapter 13, Article IV and B, respectively, of the Orange County Code.

**NOTICE:**  
THIS PLAT, AS PROVIDED IN ITS GRAPHIC FORM, IS THE GRAPHIC DEPICTION OF THE SURVEYED LINES DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THE PROPERTY SHOWN HEREON REPRESENTS A PORTION OF THE LOTS INCLUDED IN THE LAKE PICKETT CLUSTER PARCELS # 1 & 3 PRELIMINARY SUBDIVISION PLAN (PROP 18-04-173), AS APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON OCTOBER 13, 2014 AND THE LAKE PICKETT CLUSTER PARCELS # 4 & 5 PRELIMINARY SUBDIVISION PLAN (SUBDIVISION PLAN 18-04-174), AS APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON OCTOBER 04, 2014.

- 1. 1st course
- 2. 2nd course
- 3. 3rd course
- 4. 4th course
- 5. 5th course
- 6. 6th course
- 7. 7th course
- 8. 8th course
- 9. 9th course
- 10. 10th course
- 11. 11th course
- 12. 12th course
- 13. 13th course
- 14. 14th course
- 15. 15th course
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- 22. 22nd course
- 23. 23rd course
- 24. 24th course
- 25. 25th course
- 26. 26th course
- 27. 27th course
- 28. 28th course
- 29. 29th course
- 30. 30th course

**CERTIFICATE OF SURVEYOR**  
I, DUSTY LAMAR, Surveyor's Name  
1779 E. ROBINSON ST., ORANGE, FL 32838, Office Address  
I HEREBY CERTIFY that the foregoing plat was prepared by me and is a true and correct copy of the original plat as recorded in the Public Records of Orange County, Florida.  
DUSTY LAMAR, Surveyor

ESTATES AT LAKE PICKETT - TRACT R-1 BOAT RAMP DEDICATION  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned being the owner in fee simple of the lands described in the foregoing section to this plat, does hereby dedicate said lands and sites for the uses and purposes therein expressed and declares the said dedication shown herein to be perpetual and for the benefit and use of the public for the uses and purposes herein set out. This plat will be subject to the Dedication of Comments, Conditions and Restrictions for ESTATES AT LAKE PICKETT, as recorded in 2004 2017085423, Public Records of Orange County, Florida, and all subsequent amendments and supplements thereto (the "Dedication").

I HEREBY CERTIFY, the undersigned certifies that the dedicatory instrument has been signed and acknowledged before me on the 11<sup>th</sup> day of June, 2018.

PLATE HOME COMPANY, LLC  
a Michigan limited liability company  
By: [Signature]  
VP, Lead Developer

Signet and sealed in the presence of:  
[Signature] [Signature]  
CLAUDE CLARY [Signature]  
TERRY TERRY [Signature]

STATE OF Florida, County of Orange  
The foregoing instrument was acknowledged before me on the 11<sup>th</sup> day of June, 2018, by DAVID HOFFMAN, Vice President of PLATE HOME COMPANY, LLC, a Michigan limited liability company and owner of the company, who is personally known to me. I have produced no objection to the same.  
Witness my hand and the seal of my office on this 11<sup>th</sup> day of June, 2018.  
AMY STRIDER  
County Engineer  
4/13/2019  
By Commission No. E212195

**CERTIFICATE OF REVIEW BY COUNTY SURVEYOR**  
This plat has been reviewed for conformity to Chapter 177, Florida Statutes, and found to conform to the same.  
WILLIAM R. MURPHY, JR.  
County Surveyor  
6/13/18

**CERTIFICATE OF APPROVAL BY COUNTY ENGINEER**  
I, County Engineer  
DANA D. GLENNON, 6-13-18  
Date

**CERTIFICATE OF APPROVAL BY ZONING DIRECTOR**  
I, Zoning Director  
CAROL ROOP, 6-13-18  
Date

**CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS**  
"YES TO CERTAIN", Yes or No  
June 18, 2018  
The foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.  
[Signature]  
ORANGE COUNTY  
[Signature]  
Chair of the Board of County Commissioners

**CERTIFICATE OF COUNTY COMPTROLLER**  
I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on 6/13/18 as Document No. 2018050493  
County Comptroller in and for Orange County, Florida  
[Signature]  
[SEAL]

**GAMING - BLETCHER ASSOCIATES, INC.**  
1375 E. BAYVIEW AVENUE, SUITE 1000, ORANGE, FL 32838



**Exhibit "B"**

**Construction Drawings**



# Construction Plans for Boat Ramp (Tract R-1) Lake Picket Cluster Parcels 4 & 5 Phase 1 Orange County, FL

Parcel Id. No.:  
09-22-32-2501-18-001

Sheet Id.	Sheet Title	Subm./Rev.					
		1	2	3	4	5	6
1.0101	General Notes	■	■	■	■		
2.0102	Existing Conditions	■	■	■	■		
2.2103	Master Site Plan & Site Data	■	■	■	■		
2.2110	Environ Control Plan & Details	■	■	■	■		
4.4100	Grading & Drainage Plan	■	■	■	■		
4.4111	Grading Details					■	
4.5100	Storage Details	■	■	■	■		
6.6100	Construction Easement	■	■	■	■		
	<u>Date</u>						
	<u>Description</u>						
	7/9, 2018	NRWMD Initial Submittal					
1	9/25/2018	Submit To Orange County					
2	10/16/2018	Response To Comments NRWMD					
4	10/25/2018	Response To Comments NRWMD					

**Owner/Developer/Applicant:**

Pulte Homes  
4901 Vineland Rd., Suite 500  
Orlando, FL 32811



Vicinity Map  
Scale: 1" = 100'

**Civil Engineer**  
**Poulos & Bennett, LLC**  
2602 E. Livingston St  
Orlando, FL 32811  
407.467.2344

**Environmental**  
**Bio-Tech Consulting, Inc.**  
2802 E. Robinson St  
Orlando, FL 32811  
407.394.9462  
407.394.9573

**Surveyor**  
**Republic National Land Surveyors**  
480 Needles Trl  
Longwood, FL 32759  
407.362.4280  
407.362.6729

**Geotechnical Engineer**  
**Universal Engineering Sciences**  
1532 Alagoo Blvd  
Orlando, FL 32811  
407.4233444



This seal has been electronically signed and sealed to 1/26/2018 of Poulos & Bennett, Inc. on 10/25/2018 using a digital signature. Renewal of this digital signature and the associated right to practice shall be required here to remain in use otherwise in 2018.



2602 E. Livingston St., Orlando, FL 32811  
Tel: 407.467.2344 www.poulosandbennett.com  
P&B Job No. 141422

**NOTE:**  
CONSTRUCTION PLANS WERE PREPARED IN ACCORDANCE WITH THE LATEST EDITION OF FLORIDA STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, FOOT CUREN BOOK, AND THE ORANGE COUNTY REGULATIONS AND SPECIFICATIONS.

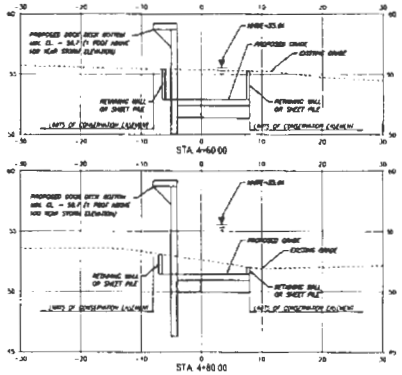
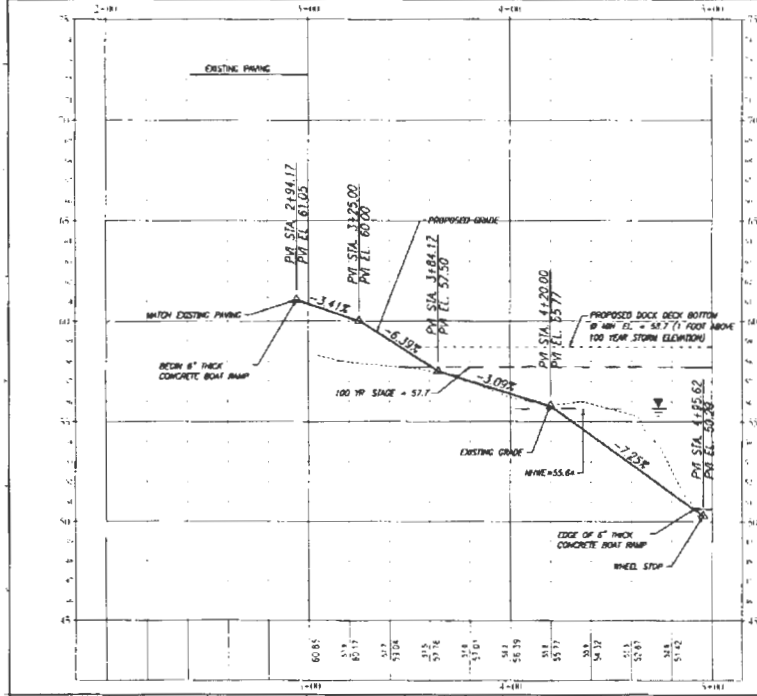
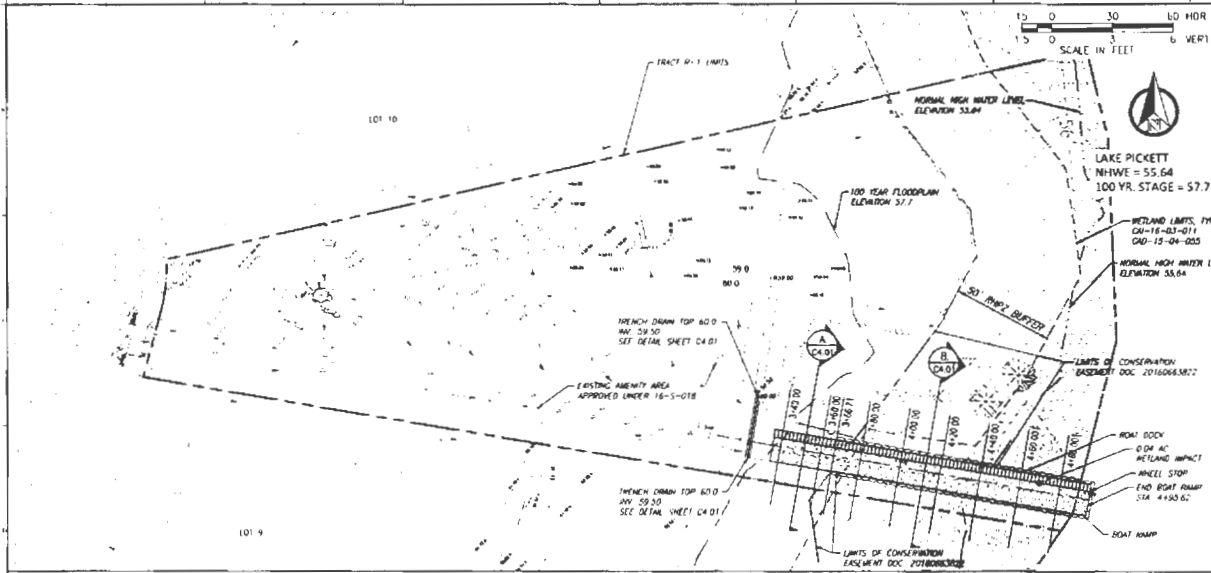
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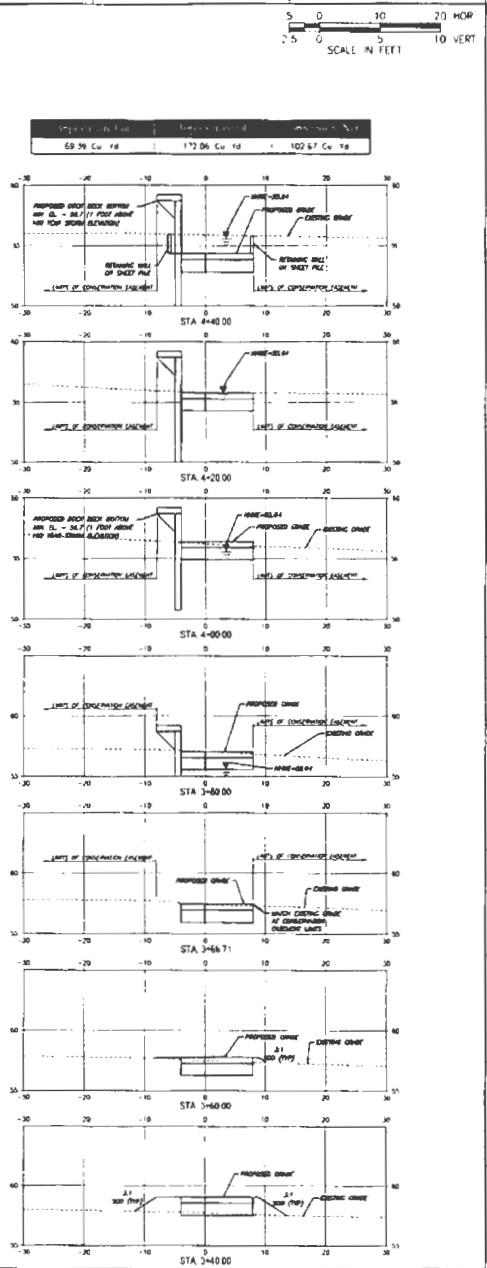






**NOTE**  
 REQUIRED LANDSCAPING SHALL INCLUDE THE USE OF NATIVE PLANT SPECIES AND MINIMAL REMOVAL OF UNDERSTORY VEGETATION TO THE GREATEST EXTENT PRACTICAL SO THAT WILDLIFE HABITAT WILL BE PRESERVED AND MAINTAINED AND THE LANDSCAPE AREA WILL BLEND INTO NEARBY NATURAL AREAS. IN ADDITION, PER SECTION 15-602(b)(2)(3), THE NATIVE PLANT SPECIES UTILIZED FOR LANDSCAPING WILL BE SELECTED SUCH THAT THEY ASSIST IN THE ABATEMENT OF NOISE POLLUTION BETWEEN THE BOAT RAMP FACILITY AND THE ADJACENT RESIDENTIAL LOTS.

SIDE SLOPES SHALL NOT EXCEED 3:1, SHALL BE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO 1-180, AND PLANTED WITH NATIVE VEGETATION.



Scale in Feet: 0 30 60 HOR, 0 5 10 VERT

Scale in Feet: 0 10 20 HOR, 0 5 10 VERT

**BOAT RAMP (TRACT R-1)**

**LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE I**

Submitted to: **ORANGE COUNTY, FL**

Site Plan: **GRADING & DRAINAGE PLAN**

Sheet No: **C4.00**

Professional Engineer Seal: **DAVID M. POULOS, P.E., No. 67547, State of Florida, License No. 110000, Exp. 12/31/2018**

Prepared by: **POULOS & PENNETT**

Project: **Grading & Drainage Plan**



Exhibit "C"

Letter of Credit



EXHIBIT "C"



Orange County, Florida  
Developer Maintenance  
Irrevocable Standby Letter of Credit

Beneficiary: Orange County, Florida  
County Administration Building  
201 South Rosalind Avenue  
Orlando, Florida 32801

c/o Manager, Orange County Environmental Protection Division  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803

Applicant Name (Legal name as registered with Florida Department of State):  
Pulte Home Company, LLC.

Street Address: 4901 Vineland Road, Suite 500

City, State, Zip Code: Orlando, FL 32811

Mailing Address (if different from above): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number:  
( 407 ) 661 - 1459

Fax Number:  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: Josh.Kalin@PulteGroup.com

Project Name: Estates at Lake Pickett Boat Ramp

Letter of Credit Number: \_\_\_\_\_

Date of Letter of Credit: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

SunTrust Bank ("Issuer") does hereby establish this  
(Name of Issuer)  
Irrevocable Standby Letter of Credit number \_\_\_\_\_ (this "Letter of Credit") in the name of  
Pulte Home Company, LLC. ("Applicant")  
(Name of Applicant)

in the aggregate amount of ELEVEN THOUSAND SEVEN HUNDRED EIGHT AND NO/100TH DOLLARS (\$11,708.08)  
[this amount must be the equivalent of 10% of the assessed value of the applicable Boat Ramp Facility Site, as defined in Section 15- 603, Orange County Code] in United States Funds available by draft at sight for the benefit of Orange County, Florida ("Beneficiary"), a charter county and political subdivision of the State of Florida. Drafts made under this Letter of Credit shall be marked "Drawn under Irrevocable Standby Letter of Credit Number \_\_\_\_\_ of \_\_\_\_\_ SunTrust Bank dated \_\_\_\_\_" and must be accompanied by any one of the following:

1. Written notice signed by the Orange County Mayor, or authorized representative, stating that the performance of Applicant's obligation has not been completed yet and this Letter of Credit will expire within thirty (30) days from the date of drawing without being extended or replaced to the Beneficiary's satisfaction; or
2. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Issuer has lost its designation as a "qualified public depository" pursuant to Chapter 280, Florida Statutes, and an acceptable replacement letter of credit has not been received within ten (10) days of the Beneficiary's notification to Applicant; or
3. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Applicant has failed to comply with the requirements as set forth and included in Boat Ramp Permit No. [REDACTED] and the Developer's Agreement dated \_\_\_\_\_ by and between Applicant and Orange County. Specifically, the notice must state that the Applicant failed to maintain the Boat Ramp Facility in accordance with the requirements of the Boat Ramp Permit, Developer's Agreement, and Section 15-605, Orange County Code.

Partial draft by the Beneficiary is permitted and surrender of this Letter of Credit will not be required for such partial draft to be honored in such event.

The Issuer guarantees all drafts made under and in compliance with this Letter of Credit will be honored at sight at

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*(Issuer or Confirming Bank address – MUST BE in Orange, Seminole, or Osceola County)*  
 when presented by the Beneficiary on or before \_\_\_\_\_ ("Expiration Date") **[this date must be one year after the date of the Certificate of Completion]**, or during any period of extension of this Letter of Credit.

This Letter of Credit shall be in effect, without amendment, until the Expiration Date set forth in the previous paragraph. Thereafter, it shall be automatically extended for successive periods of ninety (90) days each not to exceed a total of three (3) such 90-day periods, unless at least sixty (60) days prior to any expiration date the Issuer notifies the Beneficiary in writing via certified mail at the address listed on the first page of this Letter of Credit, that the Issuer elects not to renew this Letter of Credit.

This Letter of Credit is governed by the following:

- A. The laws of the State of Florida, as amended subsequent to the effective date of this Letter of Credit, including without limitation Chapter 675, Florida Statutes, all other statutes, all other acts of the Florida Legislature, and all administrative regulations applicable to this Letter of Credit, the Issuer, or the Applicant;
- B. The International Standby Practices (ISP) 98, Publication 590, to the extent not in conflict with Chapter 675, Florida Statutes, any other law of the State of Florida, or any administrative regulations applicable to this Letter of Credit, the Issuer, or the Applicant.

Venue for any administrative proceeding or judicial action arising from this Letter of Credit, including any action to enforce its terms against the Issuer, shall be in Orange County, Florida.

Authorization to Contract: The officer signing this Letter of Credit represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Letter of Credit on behalf of the Issuer and further that performance of the Issuer's obligations hereunder have been duly authorized and that the Letter of Credit is a valid and legal agreement binding on the Issuer and enforceable in accordance with its terms.

(SEAL)

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*Authorized Signature and Title of Financial Institution Officer*

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*Printed Name and Title of Authorized Officer*