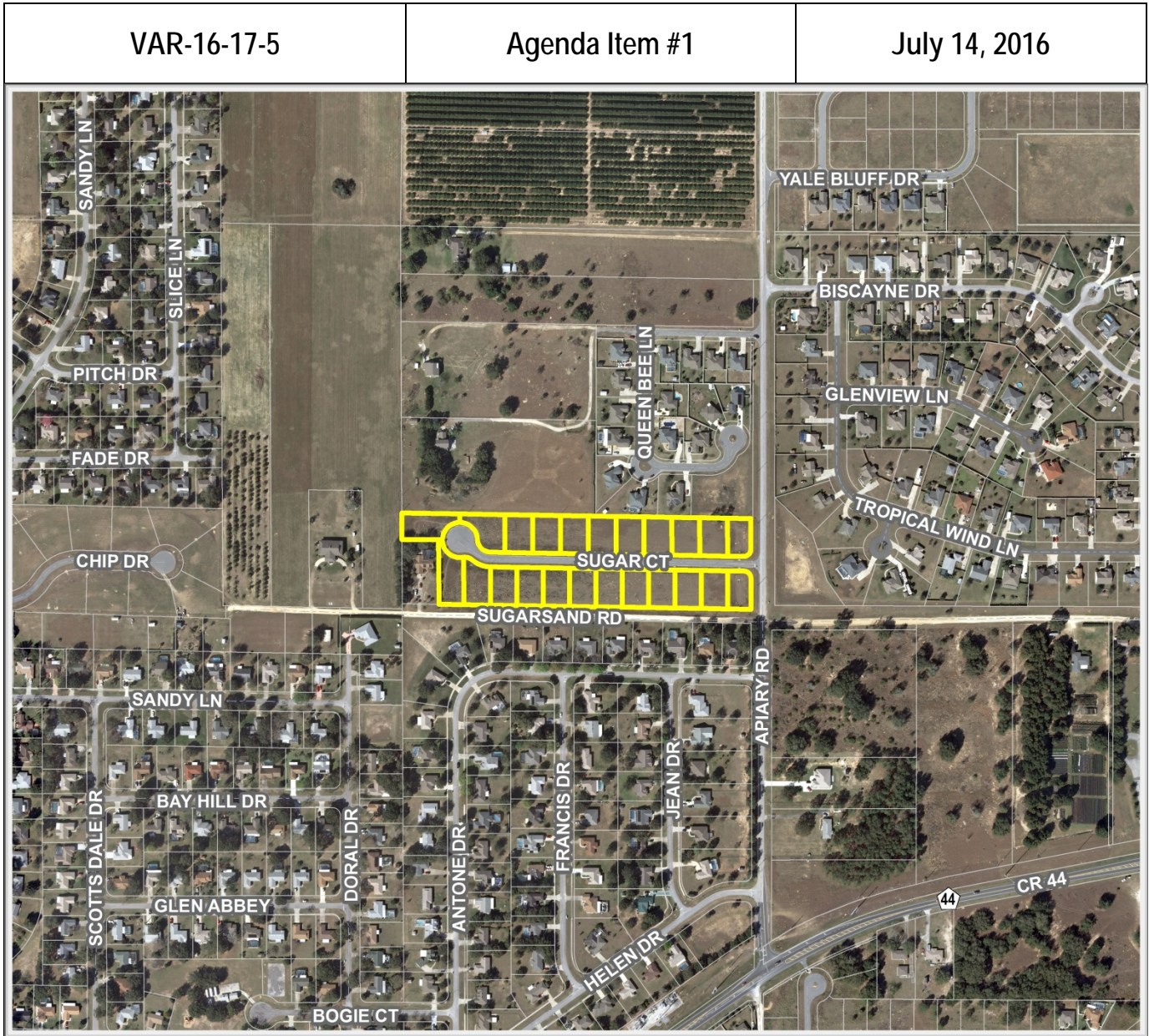


LAKE COUNTY PLANNING AND ZONING DIVISION  
BOARD OF ZONING ADJUSTMENT STAFF REPORT



VAR-16-17-5

Agenda Item #1

July 14, 2016

**Requested Action:** Variance from Lake County Land Development Regulations Section 14.08.00(C) *Developer's Agreements Required to Delay Construction of Sidewalks*, to delay the required construction of a sidewalk in the Sugar Hill Estates subdivision.

**Owner:** Grand Island Holdings, Inc. (the "Owner")

**Applicant:** Rudolph Baboun (the "Applicant")

- Site Location & Information -

Size	8.64 +/- acres
Location	Grand Island area, northwest of Sugarsand Road and Apiary Road intersection
Alternate Key #'s	3901083, 3874376, 3874377, 3874378, 3874379, 3874380, 3874381, 3874382, 3874383, 3874384, 3874385, 3874386, 3874387, 3874388, 3874389, 3874390, 3874391, 3874392, 3874393, 3874394, 3874395, 3874396 and 3874397
Future Land Use	Urban Low Density (4 du/ net ac. max.)
Existing Zoning District	R-3
Joint Planning Area Proposed Zoning	N/A
Commissioner District	5 (Cadwell)

Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	Medium Residential (R-3),	Residential Subdivision and Single Family Residence	Apiary Pointe Subdivision
South	Urban Low Density	Medium Residential (R-3)	Residential Subdivision	Adjacent to Sugarsand Road, Wedgewood Three Subdivision
East	Urban Low Density	Medium Residential (R-3)	Residential Subdivision	Adjacent to Apiary Road, Biscayne Heights Subdivision
West	Urban Low Density	Medium Residential (R-3), Agriculture (A)	Single Family Residence, Pasture Lands	

- Summary of Staff Determination -

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the variance from Lake County Land Development Regulations Section 14.08.00(C) to allow for an additional 4 year extension from the expiration date (August 31, 2016) of the Developer's Agreement for Construction of Sidewalks Improvements for the Sugar Hill Estates Final Plat, with conditions as set forth in the attached Final Development Order.

- Summary of Analysis -

The Applicant is requesting a variance from Land Development Regulations (LDR) Section 14.08.00(C) *Developer's Agreements Required to Delay Construction of Sidewalks*, to delay the required construction of a sidewalk in the Sugar Hill Estates subdivision.

The Sugar Hill Estates subdivision was platted in 2008 for 21 residential lots, however, no residential unit or sidewalk has been constructed yet. A Developer's Agreement to delay construction of sidewalks was approved in November 24, 2008 and amended for a 2 year extension which was provided through Senate Bill 360. Later, it was extended until December 31, 2015 pursuant to Lake County Ordinance 2013-17 [codified in Lake County Code Section 2-94(a)(17)]. The last extension of the Developer's Agreement that changed the expiration date to August 31, 2016 was issued pursuant to Florida Statutes Section 252.363 and the Governor's Executive Order Number 15-173 declaring a state of emergency due to Tropical Storm Erika. Refer to Attachments #1 to 4 for Developer's Agreement including amendment and extensions.

On October 15, 2015, Public Works Department informed the Applicant to apply for a variance to further extend the Developer's Agreement. At this time, the recent Executive Order #16-136 (Emergency Management - Tropical Storm Colin) and a variance application are the only alternatives available to the Applicant to further extend the Developer's Agreement expiration date. The recent Executive Order #16-136 of June 5, 2016 was issued after this application was submitted and will only allow an extension of 6 months. However, the applicant has decided not to request the 6 months extension and instead continue with the variance request. The LDR Section 14.08.00(C) only allows the Developer's Agreement to delay construction of sidewalks for a 4 year period from the recording date of the final plat with no option for extensions. This variance allow for an additional 4 year extension from the expiration date (August 31, 2016) of the Developer's Agreement.

The subject property is +/- 8.64 acres and is located in the Grand Island area, northwest of Sugarsand Road and Apiary Road intersection. The Lake County Geographic Information Services (GIS) wetland map shows that there are no wetlands on the parcel. According to the Federal Emergency Management Agency (FEMA) maps latest revision, the parcel does not lie within the 100-year flood zone. The property is zoned Medium Residential (R-3) and is located within the Urban Low Density Future Land Use Category.

The **intent of the Code** [LDR Section 14.08.00(C)] is to provide the developer the option to delay construction of the sidewalks which would be in front of the single-family residences for a 4 year period. This section also indicates that the approval of this delay shall be subject to the developer providing assurance that such sidewalks will be satisfactorily constructed according to the approved construction plans.

The applicants submitted the following reasons as proof of **meeting the intent of the Code**:

The applicant has indicated his intention to *"complete each portion of the required sidewalk as certificates of occupancy are issued."*

The applicant submitted the following as proof that the application of the Land Development Regulations would create a **substantial hardship or would violate principles of fairness**:

*"There are no homes built on this Cul de Sac" (development). "The sidewalks will only be destroyed and need to be rebuilt when homes are constructed".*

**FINDINGS OF FACT:** Staff has reviewed the application for this variance request and found:

1. The request is consistent with the LDR Section 14.08.00 *Guarantees and Sureties*, which indicates it is acceptable to delay the construction of infrastructure, landscaping, or the construction of other required improvements which includes the required sidewalk, while at the same time providing a guarantee to Lake County that such other improvements will be provided.
2. On November 18, 2008, the Sugar Hill Estates Plat was approved by the Lake County Board of County Commissioners.
3. On November 24, 2008, a Developer's Agreement for Construction of Sidewalks Improvements for the Sugar Hill Estates Final Plat, hereinafter referred to as "Developer's Agreement", was approved by the Lake County Board of County Commissioners.
4. On February 9, 2010, the Developer's Agreement was amended to allow for an additional two years to complete the sidewalk improvements which extended the Developer's Agreement expiration date to November 18, 2014.
5. On November 12, 2014, Lake County Growth Management Department issued a letter to extend Developer's Agreement expiration date to December 31, 2015.
6. On December 18, 2015, Lake County Economic Growth Department issued a letter to extend Developer's Agreement expiration date to August 31, 2016.

The owner/applicant has submitted proof of meeting the intent of the Code and has shown proof of a substantial hardship or that the application of the Code would violate principles of fairness. Based on the Findings of Fact and Analysis stated above, staff recommends **Approval** of the variance from Lake County Land Development Regulations Section 14.08.00(C) to allow for an additional 4 year extension from the expiration date (August 31, 2016) of the Developer's Agreement for Construction of Sidewalks Improvements for the Sugar Hill Estates Final Plat, with the following conditions as set forth in the attached Final Development Order:

- a. Other than allowing an extension to the term of the Developer's Agreement, this variance does not modify the conditions and requirements of the Developer's Agreement.
- b. The Developer's Agreement shall be amended for the additional 4 year extension before the actual expiration date of August 31, 2016.
- c. This variance becomes null and void if the construction of the sidewalk improvements is not completed within the additional 4 year extension period.

- d. No single family dwelling shall be given a certificate of occupancy until and unless the required sidewalk is constructed along the entire frontage of such single family lot.
- e. Sidewalk for Tract A (retention area) shall be constructed at the same time of construction of sidewalk for lot 21. A copy of the Approved Construction Plans (Sheet C1) is attached hereto as Exhibit "B" for reference.
- f. The Developer hereby agrees to maintain a bond from an insurance company or other surety approved by the County, letter of credit, or cash escrow in the amount of 110% of the cost of the sidewalk improvements, to be determined by a sealed, State of Florida registered engineer's estimate or actual contract bid prices as indicated in the existing Developer's Agreement to guarantee the construction of the sidewalk improvements required for the Sugar Hill Estates Plat. The Developer shall submit to the County a construction estimate for the sidewalks improvements every year and shall modify the amount of the bond, letter of credit or cash escrow accordingly to secure the amount indicated in the estimate.
- g. Failure of the Owner/Developer to construct such sidewalk improvements within the 4 year extension period shall give the County authority to enforce and utilize the security provided in connection with the agreement to make the sidewalks improvements.

**Case Manager:** Melving Isaac, Senior Planner

**WRITTEN COMMENTS FILED:**

**Supportive:** -0-

**Concern:** -0-

**Opposition:** -0-

**Final Development Order**  
**Rudolph Baboun/Grand Island Holdings, Inc.**  
**VAR-16-17-5**

**A VARIANCE OF THE LAKE COUNTY BOARD OF ADJUSTMENT AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Rudolph Baboun (the "Applicant") on behalf of Grand Island Holdings, Inc. (the "Owner") requested a variance from Land Development Regulations (LDR) Section 14.08.00(C) to delay the required construction of a sidewalk in the Sugar Hill Estates subdivision; and

**WHEREAS**, the subject property consists of 8.64 +/- acres and is generally in the Grand Island area, northwest of Sugarsand Road and Apiary Road intersection, in Section 31, Township 18 South, Range 26 East, currently having alternate key numbers 3901083, 3874376, 3874377, 3874378, 3874379, 3874380, 3874381, 3874382, 3874383, 3874384, 3874385, 3874386, 3874387, 3874388, 3874389, 3874390, 3874391, 3874392, 3874393, 3874394, 3874395, 3874396 and 3874397; and more particularly described as:

A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 88°48'48" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1232.79 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00°00'35" WEST ALONG SAID EAST LINE, A DISTANCE OF 327.57 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 88°47'02" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1233.13 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°04'03" EAST ALONG SAID WEST LINE, A DISTANCE OF 92.30 FEET; THENCE SOUTH 89°47'14" EAST, A DISTANCE OF 125.85 FEET; THENCE SOUTH 00°04'03" EAST, A DISTANCE OF 221.05 FEET TO A POINT 17.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 88°48'48" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.88 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°04'03" EAST ALONG SAID WEST LINE, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN LAKE COUNTY, FLORIDA AND CONTAINS 8.64 ACRES, MORE OR LESS.

**WHEREAS**, on November 18, 2008, the Sugar Hill Estates Plat was approved by the Lake County Board of County Commissioners, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, on November 24, 2008, a Developer's Agreement for Construction of Sidewalks Improvements for the Sugar Hill Estates Final Plat, hereinafter referred to as "Developer's Agreement", was approved by the Lake County Board of County Commissioners; and

**WHEREAS**, on February 9, 2010, the Developer's Agreement was amended to allow for an additional two years to complete the sidewalk improvements which extended the Developer's Agreement expiration date to November 18, 2014; and

**WHEREAS**, on November 12, 2014, Lake County Growth Management Department issued a letter to extend Developer's Agreement expiration date to December 31, 2015; and

**WHEREAS**, on December 18, 2015, Lake County Economic Growth Department issued a letter to extend Developer's Agreement expiration date to August 31, 2016; and

**WHEREAS**, after giving Notice of Hearing on petition for a variance to the Lake County Land Development Regulations, including notice that said variance would be presented to the Board of Adjustment of Lake County, Florida, on July 14, 2016; and

**WHEREAS**, the Board of Adjustment reviewed said petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

**WHEREAS**, on July 14, 2016, the Lake County Board of Adjustment approved the variance for the above property; and

**NOW THEREFORE, BE IT ORDAINED** by the Board of Adjustment of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject property, subject to the following terms:

**Section 1. Terms:** The County Manager or designee shall amend the Official Zoning Map to reflect the approval of VAR-16-17-5 from Land Development Regulations Section 14.08.00(C) *Developer's Agreements Required to Delay Construction of Sidewalks*, to allow for an additional 4 year extension from the expiration date (August 31, 2016) of the Developer's Agreement, with the following conditions:

- a. Other than allowing an extension to the term of the Developer's Agreement, this variance does not modify the conditions and requirements of the Developer's Agreement.
- b. The Developer's Agreement shall be amended for the additional 4 year extension before the actual expiration date of August 31, 2016.
- c. This variance becomes null and void if the construction of the sidewalk improvements is not completed within the additional 4 year extension period.
- d. No single family dwelling shall be given a certificate of occupancy until and unless the required sidewalk is constructed along the entire frontage of such single family lot.
- e. Sidewalk for Tract A (retention area) shall be constructed at the same time of construction of sidewalk for lot 21. A copy of the Approved Construction Plans (Sheet C1) is attached hereto as Exhibit "B" for reference.
- f. The Developer hereby agrees to maintain a bond from an insurance company or other surety approved by the County, letter of credit, or cash escrow in the amount of 110% of the cost of the sidewalk improvements, to be determined by a sealed, State of Florida registered engineer's estimate or actual contract bid prices as indicated in the existing Developer's Agreement to guarantee the construction of the sidewalk improvements required for the Sugar Hill Estates Plat. The Developer shall submit to the County a construction estimate for the sidewalks improvements every year and shall modify the amount of the bond, letter of credit or cash escrow accordingly to secure the amount indicated in the estimate.

- g. Failure of the Owner/Developer to construct such sidewalk improvements within the 4 year extension period shall give the County authority to enforce and utilize the security provided in connection with the agreement to make the sidewalks improvements.

**Section 2. Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 3. Effective Date.** This Ordinance shall become effective as provided by law.

ENACTED July 14, 2016.

EFFECTIVE July 14, 2016.

BOARD OF ADJUSTMENT  
LAKE COUNTY, FLORIDA

---

Donald Schreiner, Chairman

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this July 14, 2016 by DONALD SCHREINER, who is personally known to me.

(SEAL)

---

Signature of Acknowledger

Serial Number: \_\_\_\_\_

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







# Attachments Index

Attachment #1 - Developer's Agreement

Attachment #2 - Developer's Agreement First Amendment

Attachment #3 - Developer's Agreement Extension #2

Attachment #4 - Developer's Agreement Extension #3

# Attachment #1

DEVELOPER'S AGREEMENT

FOR

CONSTRUCTION OF SIDEWALK IMPROVEMENTS

BETWEEN

LAKE COUNTY

AND

GRAND ISLAND HOLDINGS, INC. FOR THE

SUGAR HILL ESTATES PLAT

This is an Agreement by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"

AND

GRAND ISLAND HOLDINGS, INC., hereinafter referred to as "DEVELOPER".

WHEREAS, on November 18, 2008, the Sugar Hill Estates Plat was approved by the Board of County Commissioners of Lake County; and

WHEREAS, the DEVELOPER is required to submit improvement plans to be approved by COUNTY for certain roads, streets, sidewalk, storm water management and drainage facilities, and other improvements pursuant to the provisions of Chapter XIV, Administration, Lake County Land Development Regulations, Section 14.07.00, Subdivisions, for the Sugar Hill Estates Plat hereinafter referred to as "Improvements"; and

WHEREAS, Chapter XIV, Section 14.12.00, Guaranties and Sureties, requires a surety bond, letter of credit, or cash escrow in lieu of construction of Sidewalk Improvements prior to final plat recordation in the amount of One Hundred Ten percent (110%) of the cost of the Sidewalk Improvements, to be determined by a sealed, State of Florida registered engineer's estimate or actual contract bid prices;

WITNESSETH:

1. Recitals. The above recitals are true and correct and incorporated herein.

**DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF SIDEWALK  
IMPROVEMENTS FOR THE SUGAR HILL ESTATES FINAL PLAT**

2. Bond Amount. The DEVELOPER hereby agrees to provide a bond from an insurance company or other surety approved by the COUNTY, letter of credit, or cash escrow for the sum of Forty Three Thousand One Hundred AND 75/100 Dollars (\$43,100.75) to guarantee that the Sidewalk Improvements required by Exhibit "A", attached hereto and incorporated herein, for the Sugar Hill Estates Plat shall be installed within four (4) years of recordation of the Sugar Hill Estates Plat, after the improvement plans have been reviewed and approved by COUNTY. Said surety bond, letter of credit, or cash escrow shall be herein attached as Exhibit "B".

3. Release of Bond. The COUNTY agrees to release the bond for this project only after the DEVELOPER provides proof, satisfactory to COUNTY, that such Sidewalk Improvements have been properly constructed and installed in compliance with COUNTY approved improvement plans, specifications and requirements and that all costs or expenses incident to the construction and installation of Sidewalk Improvements have been paid, including all invoices for surveying, engineering, land clearing, all labor and all materials used in the construction and installation of all the Improvements.

A. Upon a determination that any portion or all of such sidewalk improvements contained in Exhibit "A" have not been properly installed or constructed by DEVELOPER Within the time limits provided above, COUNTY is authorized but not obligated to take over and perform, or enter into an agreement for performance of, any uncompleted work and to seek forfeiture of the bond to the extent necessary to fund the completion of the improvements which DEVELOPER fails to complete.

4. DEVELOPER shall indemnify and hold COUNTY harmless for any claims relating to Sidewalk Improvements which may not have been completed or paid for by DEVELOPER.

5. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document with the same formality and of equal dignity herewith.

6. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF SIDEWALK IMPROVEMENTS FOR THE SUGAR HILL ESTATES FINAL PLAT**

7. Notices. When either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LAKE COUNTY

County Manager  
Lake County Courthouse  
Post Office Box 7800  
315 West Main Street  
Tavares, Florida 32778-7800

FOR DEVELOPER

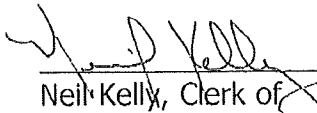
Rudolph S. Baboun, President  
Grand Island Holdings, Inc.  
1601 SW 37<sup>th</sup> Avenue  
Miami, FL 33145

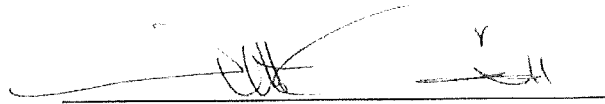
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 18 day of November, 2008 and Rudolph Baboun, duly authorized to execute same.

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
LAKE COUNTY, FLORIDA

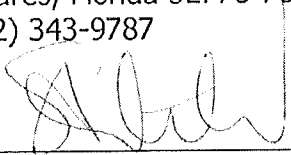
  
\_\_\_\_\_  
Neil Kelly, Clerk of  
the Board of County  
Commissioners of Lake  
County, Florida

  
\_\_\_\_\_  
Welton G. Cadwell, Chairman  
This 24<sup>th</sup> day of November,  
2008.

Approved as to form and

**DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF SIDEWALK  
IMPROVEMENTS FOR THE SUGAR HILL ESTATES FINAL PLAT**

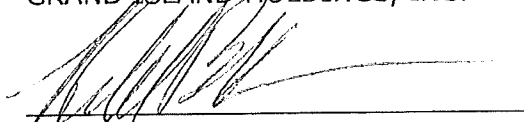
legality by County Attorney  
for Lake County, Florida  
Lake County Administration Building  
315 West Main Street  
Post Office Box 7800  
Tavares, Florida 32778-7800  
(352) 343-9787



Sanford A. Minkoff  
County Attorney

DEVELOPER

GRAND ISLAND HOLDINGS, INC.



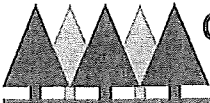
Rudolph Baboun, President

WITNESSES:

(1) Laune Dickerson

(2) Jeff Johnson

This 25 day of September,  
2008.



**Civil Engineering  
Solutions, Inc.**

Exhibit A

Civil & Environmental Engineering

Deborah C. Marchese  
Lake County Public Works  
437 Ardice Avenue  
Eustis, FL 32726

**RE: Sugar Hill Estates Subdivision – Sidewalk Construction Cost Estimate**

Dear Ms. Marchese:

This cost estimate is for the required 5' wide sidewalk construction at the Sugar Hill Estates Subdivision. It is based on the approved construction plans showing 1091-lf of 5' sidewalk, Florida Department of Transportation current unit costs, and our local experience. Please see the following estimate.

Item Description	Unit Measure	Unit Cost	Unit Quantity	Total Cost
Mobilization	LS	\$ 1,000.00	1	\$ 1,000.00
Clearing and Grubbing	LS	\$ 2,500.00	1	\$ 2,500.00
4" Sidewalk	SY	\$ 47.00	606	\$ 28,482.00
Sod	LF	\$ 2.00	2182	\$ 4,364.00
Restoration and Cleanup	LS	\$ 1,200.00	1	\$ 1,200.00
Silt Fence	LF	\$1.50	1091	\$ 1,636.50
<b>Subtotal</b>				<b>\$ 39,182.50</b>
<b>Contingencies</b>		10%		<b>\$ 3,918.25</b>
<b>Total</b>				<b>\$ 43,100.75</b>

If you have any questions or need further information, Please feel free to contact me.

Sincerely,

David Clutts, P.E.  
President  
FL Reg. # 47684

Cc: Rudy Baboun, Grand Island Holdings



The little bank that does.

Union Credit Bank  
Letter of Credit

Exhibit B

IRREVOCABLE STAND BY LETTER OF CREDIT

Date of Issue October 28, 2008

Issuing Bank's No. 120-136

Beneficiary:  
County Manager  
Lake County Board of  
County Commissioners  
Lake County Administration Building  
315 West Main Street  
Tavares, Florida 32778

Applicant: Grand Island Holdings, Inc.  
1601 SW 37 Avenue  
Miami, Florida 33145

Amount: \$43,100.75 in  
United States Funds

Sugar Hill Estates Plat  
Lake County Project Name and  
Number

We hereby authorize you to draw on Union Credit Bank, 1150 South Miami Avenue Miami, Fl 33130 by order of Grand Island Holdings, Inc. for the account of Grand Island Holdings, Inc. up to an aggregate amount, in United States Funds, of FORTY THREE THOUSAND ONE HUNDRED and 75/100 available by your drafts at sight, accompanied by:

(1) A signed statement from the County Manager of Lake County, or an authorized representative, that the drawing is due to default in performance of certain obligations or failure to pay sums, on the part of Grand Island Holdings, Inc., agreed upon by and between Lake County and Grand Island Holdings, Inc. for the Construction of the Sidewalks of Sugar Hill Estates pursuant to Developer's Agreement Between Lake County and Grand Island Holdings, Inc. for Construction of Improvements approved on November 15, 2008 by the Lake County Board of County Commissioners.

Drafts must be drawn and negotiated no later than November 25, 2009.

Drafts must bear the clause: "Drawn under Stand by Letter of Credit No. 120-136 of Union Credit Bank, dated October 28, 2008."

This Stand By Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the County Manager written notice, return receipt requested, of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notice to Lake County that this Stand By Letter of Credit will expire prior to performance of the DEVELOPER'S obligations shall be deemed a default.



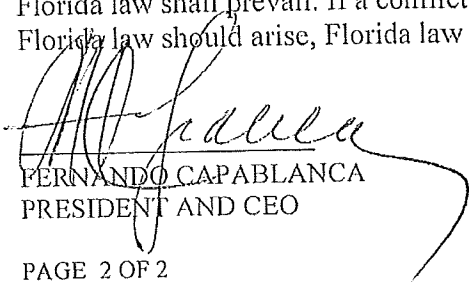


This Stand by Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Stand By Letter of Credit is referred to or this Stand by Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

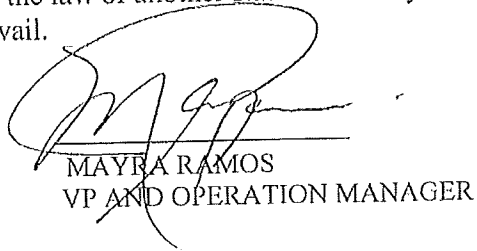
We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

The installation of improvements or payment of all monies by the Grand Island Holdings, Inc., and acceptance by Lake County of all improvements required or monies due pursuant to plans shall be a release of all obligations under this Stand by Letter of Credit.

This Stand By Letter of Credit is subject to the "International Stand by Practices ISP 98" Publication 590 and to the provisions of Florida law. If a conflict between the International Stand by Practices ISP 98 Publication 590 and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.



FERNANDO CAPABLANCA  
PRESIDENT AND CEO



MAYRA RAMOS  
VP AND OPERATION MANAGER

PAGE 2 OF 2  
REF. 120-136

# Attachment #2

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

FOR

CONSTRUCTION OF IMPROVEMENTS

BETWEEN LAKE COUNTY

AND

GRAND ISLAND HOLDINGS, INC. FOR THE

SUGAR HILL ESTATES PLAT

This is a First Amendment to Agreement by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Grand Island Holdings, Inc., hereinafter referred to as "Developer."

**WHEREAS**, on November 18, 2008 the Sugar Hill Estates Plat was approved by the Board of County Commissioners; and

**WHEREAS**, on November 24, 2008, the parties did enter into a Developer's Agreement for Construction of Improvements; and

**WHEREAS**, the Developer's Agreement required the Developer to post a bond and to complete all required sidewalk improvements within four years of recordation of the Plat; and

**WHEREAS**, Senate Bill 360, which provided for a two (2) year extension for any local government-issued development order or building permit, was signed into law by Governor Crist on June 1, 2009; and

**WHEREAS**, the parties now desire to amend the Agreement to allow for an additional two years to complete the improvements.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Amendment.** Section 2 of the original Developer's Agreement dated November 24, 2008, is hereby amended to read as follows:

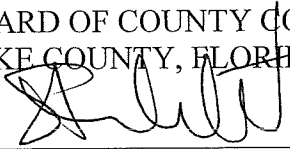
2. Bond Amount. The Developer hereby agrees to provide a bond from an insurance company or other surety approved by the County, letter of credit, or cash escrow for the sum of Forty Three Thousand One Hundred and 75/100 (\$43,100.75) to guarantee that the Improvements required by Exhibit "A", attached hereto and incorporated herein, for the Sugar Hill Estates Plat shall be installed by November 18, 2014 ~~within one two (1-2) years of recordation of the \_\_\_\_\_ Plat,~~ after the improvement plans have been reviewed and approved by the County. Said surety bond, letter of credit, or cash escrow shall be herein attached as Exhibit "B."

3. Other Provisions. There is currently pending litigation that has been filed by several Florida cities and Lee County, Florida, which challenges the constitutionality of Senate Bill 360. If the outcome of the pending litigation is that Senate Bill 360 is declared invalid under the Florida Constitution, the extension of the development order may be void. All other provisions of the original Developer's Agreement dated November 24, 2008, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through the County Manager, authorized to execute same by Board action on the 1st day of September, 2009, and by Rudolph Baboun, duly authorized to execute the same.

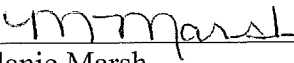
**COUNTY**

BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Sanford Minkoff, Interim County Manager

This 9 day of Feb, 2010

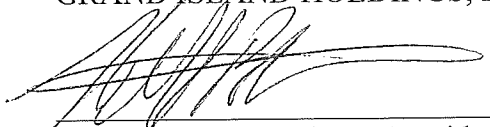
Approved as to Form and Legality:

  
\_\_\_\_\_  
Melanie Marsh  
Acting County Attorney

First Amendment to Agreement between Lake County and Grand Island Holdings, Inc.

**DEVELOPER**

GRAND ISLAND HOLDINGS, INC.

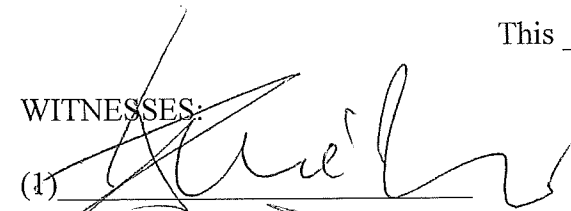


Name: Rudolph Baboun, President

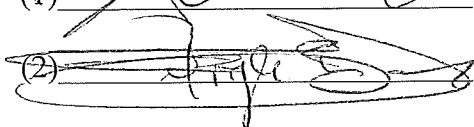
This 4<sup>th</sup> day of JANUARY 2010

WITNESSES:

(1)



(2)



Or

ATTEST:

[SEAL]

\_\_\_\_\_  
Secretary



Union Credit Bank

The little bank that does.

December 11, 2009

Beneficiary:  
County Manager  
Lake County Board of  
County Commissioners  
Lake County Administration Building  
315 West Main Street  
Tavares, Florida 32778

Re: Our Standby Letter of Credit Ref. No. 120-136  
Applicant :Grand Island Holdings, Inc.

Dear Beneficiary:

By order of the applicant we have amend our Irrevocable Standby Letter of Credit as follows:

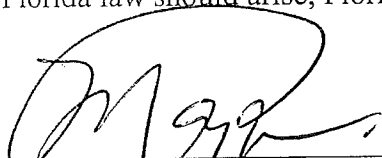
- Credit Expiration date is extended to: November 18, 2014

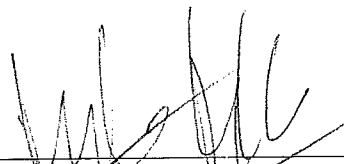
All other terms and conditions remain unchanged

This amendment is subject to the beneficiary's consent, if beneficiary does not accept this amendment, your written notification is required.

When communicating with us regarding this credit , please always mention our ref. no.120-136 this amendment constitute an integral part of the Original Letter of Credit instrument and must be attached thereof and must be return to Us along with the Original Letter of Credit Instrument and other amendments at negotiation.

This Stand By Letter of Credit is subject to the "International Stand by Practices ISP 98" Publication 590 and to the provisions of Florida law. If a conflict between the International Stand by Practices ISP 98 Publication 590 and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

  
\_\_\_\_\_  
Mayra Ramos  
VP & Operations Manager

  
\_\_\_\_\_  
Roberto Raffo  
VP (Acting COO)/Treasurer/HR



## LAKE COUNTY FLORIDA

November 12, 2014

Rudolph Baboun, President  
Grand Island Holdings, Inc.  
901 San Pedro Avenue  
Miami, FL 33156

**Re: Sugar Hill Estates Subdivision - Development Order Extension Request for Developer's Agreement for Construction of Sidewalk Improvements**

Dear Mr. Baboun:

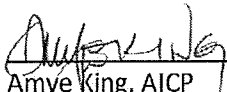
The County has received your request for an extension of the Developer's Agreement currently in effect for the above-referenced development, which expires on November 18, 2014. Your request is to extend this expiration date to December 31, 2015, and you have supplied the County with an extension of the letter of credit that applies to this subdivision to the same date.

The County has reviewed documentation, permit records, correspondence, etc. relating to the above-referenced development, and your request for an extension pursuant to Lake County Ordinance 2013-17, codified in Lake County Code Section 2-94(a)(17), is hereby approved. The expiration date applying to this development shall be as follows:

1. The Developer's Agreement applying to the Sugar Hill Estates subdivision, which is due to expire on November 18, 2014, shall expire on December 31, 2015.

I hope this information is helpful to you. If you have any questions, please do not hesitate to contact me.

Sincerely,

  
\_\_\_\_\_  
Amye King, AICP  
Growth Management Director

*Department of Growth Management*  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9641 • F 352.343.9767  
Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

cc via U.S. mail to: Rudolph Baboun  
Sugar Hill Estates  
6801 SW 144 Terrace  
Miami, FL 33158

cc: via e-mail to: Mary Harris  
Program Specialist, Development Processing Division

Erin Hartigan  
Assistant County Attorney, Lake County Attorney's Office

Deborah C. Marchese  
Construction Program Specialist, Lake County Public Works



APOLLO

November 15, 2014

Beneficiary:  
County Manager  
Lake County Board of  
County Commisiones  
Lake County Administration Building  
315 West Main Street  
Tavares, Fl. 32778  
Attn: Deborah C. Marchese-Construction Program Specialist

Re: Our Standby Letter of Credit Ref. No. 120-136  
Applicant: Grand Island Holding, Inc.

Gentlemen:

By order of the applicant we have amended our Irrevocable Standby Letter of Credit as follows:

-Credit Expiration date is extended to: December 31, 2015.

All other terms and conditions remain unchanged.  
This amendment is subject to the beneficiary's consent, if beneficiary does not accept this amendment, your written notification is required.

When communicating with us regarding this credit, please always mention our Ref. No. 120-136

This amendment constitute an integral part of the original Letter of Credit instrument and other amendments at negotiation.

This Standy Letter of Credit is subject to the "International Stand by Practices ISP98 Publication 590 and to the provisions of Florida law. If a conflict between the International Stand by Practices ISP98, Publication 590 and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise , Florida law shall prevail.

Best regards,

Patrick McCormick- AVP Deposit Operations





# Attachment #4

December 18, 2015

Rudolph Baboun  
Grand Island Holdings, Inc.  
201 Alhambra Circle, Suite 501  
Coral Gables, FL 33134

Re: Sugar Hill Estates Subdivision Developer's Agreement Extension Pursuant to Section 252.363, Florida Statutes

Dear Mr. Baboun:

Lake County is in receipt of your letter dated December 10, 2015, regarding the extension of your developer's agreement pursuant to Section 252.363, Florida Statutes, and the Governor's Executive Order Number 15-173, declaring a state of emergency due to Tropical Storm Erika. Section 252.363, Florida Statutes, and Executive Order Number 15-173 effectively provide for an eight month extension of building permits and other local government-issued development orders.

The developer's agreement for the construction of sidewalk improvements in the Sugar Hill Estates subdivision currently expires on December 31, 2015. Accordingly, pursuant to Section 252.363, Florida Statutes, the developer's agreement expiration date shall be extended to August 31, 2016. I note that you have provided Lake County Public Works with documentation regarding the extension of the letter of credit provided for in the developer's agreement to December 31, 2016.

A copy of your letter and of this response will be placed in our files for future reference. Should you have any questions or concerns or need further assistance, please do not hesitate to contact our office.

Sincerely,

Robert L. Chandler IV, CEcD  
Director, Lake County Economic Growth Department

cc: **Mary Harris**, Program Associate, Development Processing Division, Lake County Economic Growth Department *{via email only to [mharris@lakecountyfl.gov](mailto:mharris@lakecountyfl.gov)}*; **Erin Hartigan**, Lake County Attorney's Office *{via email only to [ehartigan@lakecountyfl.gov](mailto:ehartigan@lakecountyfl.gov)}*; **Deborah C. Marchese**, Construction Program Specialist, Lake County Public Works Department *{via email only to [dmarchese@lakecountyfl.gov](mailto:dmarchese@lakecountyfl.gov)}*

ECONOMIC GROWTH DEPARTMENT  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9647 • F 352.742.3906  
*Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)*

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5