

Record and Return to:

Thomas J. Wilkes  
Gray Robinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801

As approved by Town Council  
for the Town of Howey-in-the-Hills, Florida

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**FIRST AMENDMENT**  
*to the*  
**AMENDED AND RESTATED DEVELOPER'S AGREEMENT**

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**THE RESERVE AT HOWEY-IN-THE-HILLS**

This **FIRST AMENDMENT to THE AMENDED AND RESTATED DEVELOPER'S AGREEMENT for THE RESERVE AT HOWEY-IN-THE-HILLS** ("First Amendment") is made as of the \_\_\_ day of \_\_\_\_\_, 2022, among the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation, whose address for purposes of this First Amendment is 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737 (the "Town"), **Eagle's Landing at Ocoee, LLC**, a Florida limited liability company f/k/a Eagles Landing at Ocoee, Inc., a Florida corporation, whose address for purposes of this First Amendment is P.O. Box 770609, Winter Garden, Florida 34777, **Howey In the Hills, Ltd.**, a Florida limited partnership, whose address for purposes of this First Amendment is 10165 NW 19th Street, Miami, Florida 33172 and **ASF TAP FL I, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose address for purposes of this First Amendment is 3565 Piedmont Road NE, Building 1, Suite 200, Atlanta, GA 30305 (collectively, the "Owners").

**RECITALS**

A. The Town and the Owners entered into that certain Amended and Restated Developer's Agreement for The Reserve at Howey-in-the-Hills dated as of November 8, 2021 ("Developer's Agreement"), under which the Town and the Owners set forth the requirements, restrictions, terms, and conditions for the development of the planned unit development known as The Reserve at Howey-in-the-Hills ("The Reserve"). The Developer's Agreement is recorded at Official Records Book 5903, page 1507, of the Public Records of Lake County, Florida.

B. The Owners are the owners of the approximately 378 acres of land that comprise The Reserve, which land is more particularly described on Exhibit A to the Developer's Agreement ("the Property").

C. The Property is within the corporate limits of the Town, has a future-land-use designation of Village Mixed Use, and is zoned for PUD-Planned Unit Development. The

Developer's Agreement allows the Owners to develop the Property as a mixed-use planned development consisting of single-family residential, multi-family residential, commercial, and institutional land uses, as more specifically set forth in the Developer's Agreement.

D. ASF TAP FL I, LLC, is the successor in interest to REO Funding Solutions IV, LLC, an original party to the Developer's Agreement, and has full right and authority to enter into and execute this First Amendment.

D. The Town and the Owners now intend to enter into this First Amendment for the sole purpose of modifying the requirements and restrictions applicable to the north-south road known on the site plan as "Road A."

***NOW, THEREFORE, the Town and the Owners agree as follows:***

**1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated as terms.

**2. Authority .** This First Amendment is entered into by the Town under the home rule powers granted to it by the Florida Constitution (including Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute and otherwise (including Chapters 163 and 166, Florida Statutes), and the Town's Charter. The Agreement as amended by this First Amendment does not constitute a "development agreement" under the Florida Local Government Development Agreement Act.

**3. Amendment.** The Owners may construct the north-south spine road labeled "Road A" in accordance with the following contained in Attachment 1 to this First Amendment: (i) the Master Site Plan dated as of August 2022 and (ii) the two-lane and four-lane road cross sections. Road A shall be completed as part of the improvements required in Phase 1 of the development.

**4. Ratification.** Except as provided in paragraph 3 of this First Amendment, all provisions of the Developer's Agreement remain in full force and effect and are ratified and confirmed by the parties to the Developer's Agreement.

**5. Notices.** All notices or payments required to be made hereunder shall be made at the following addresses:

To Town: Hon. Martha MacFarlane, Mayor,  
Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[mmacfarlane@howey.org](mailto:mmacfarlane@howey.org)

With copies to: Sean O'Keefe, Town Administrator

Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[sokeefe@howey.org](mailto:sokeefe@howey.org)

Thomas J. Wilkes  
Gray Robinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801  
[twilkes@gray-robinson.com](mailto:twilkes@gray-robinson.com)

To Owner: Eagles Landing at Ocoee, Inc.  
Attention: Randy June  
June Engineering Consultants, Inc.  
23 W. Joiner Street  
Winter Garden, Florida 34787  
[randy@jec3.com](mailto:randy@jec3.com)

With a copy to: C. Nick Asma, *Esquire*  
Asma & Asma, P.A.  
884 South Dillard Street  
Winter Garden, Florida 34787  
Phone: 407-656-5750 | Fax: 407-656-0486  
[Nick.Aasma@asmapa.com](mailto:Nick.Aasma@asmapa.com)

To Owner: Howey in the Hills, Ltd.  
Attention: Edward J. Easton  
10165 NW 19th Street  
Miami, FL 33172

With copies to: Joe Hernandez  
Weiss, Serota Helfman Cole and Bierman, P.L.  
2525 Ponce de Leon Blvd. Suite 700  
Coral Gables, Florida 33134  
[jhernandez@wsh-law.com](mailto:jhernandez@wsh-law.com)

Lennar  
Attn. Mark McDonald  
6675 Westwood Boulevard, 5<sup>th</sup> Floor  
Orlando, Florida 32821  
[Mark.McDonald@Lennar.com](mailto:Mark.McDonald@Lennar.com)

To Owner: ASF TAP FL I, LLC  
3565 Piedmont Road NE, Bldg. 1, Suite 200  
Atlanta, GA 30305  
Attn: Dror Bezalel, CFO  
[ *add email address* ]

With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Entire Agreement. The Developer's Agreement as amended by this First Amendment constitutes the entire agreement of the parties with respect to the transactions contemplated herein and supersedes all prior understandings or agreements among the parties relating to The Reserve PUD. No amendment to the Developer's Agreement, as amended hereby, shall be effective unless it is in writing signed by all parties hereto. Amendments to the Developer's Agreement will take effect and be binding against the Town only if approved by a vote of the Town Council.

21. Recording. This First Amendment shall be recorded in the Public Records of Lake County, Florida, by the Owners, at their expense.

22. Effective Date. This First Amendment shall become effective concurrently with the effectiveness of Ordinance 2022-\_\_\_ after enactment of that ordinance by the Town Council and execution of this Agreement by all parties.

*[ Signatures on the following pages ]*

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

**TOWN OF HOWEY-IN-THE HILLS,  
FLORIDA**

By: its Town Council

By: \_\_\_\_\_  
Martha MacFarlane, Mayor

Attest:

By: \_\_\_\_\_  
John Brock, Town Clerk

Approved as to form and legality:  
(for the use and reliance of the Town only)

By: \_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by MARTHA MACFARLANE, as Mayor of TOWN OF HOWEY-IN-THE-HILLS, a Florida municipal corporation, on its behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
(Type of Identification Produced)

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“WITNESSES”**

**“OWNER”**

**EAGLES LANDING AT OCOEE, LLC**,  
a Florida limited liability company f/k/a Eagles  
Landing at Ocoee, Inc., a Florida corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of EAGLES LANDING AT OCOEE, LLC, a Florida limited liability company f/k/a Eagles Landing at Ocoee, Inc., a Florida corporation, on its behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
(Type of Identification Produced)

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“OWNER”**

**HOWEY IN THE HILLS, LTD.**, a Florida  
limited partnership

**“WITNESSES”**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of HOWEY IN THE HILLS, LTD., a Florida limited partnership, on its behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
(Type of Identification Produced)

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“WITNESSES”**

**“OWNER”**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ASF TAP FL I, LLC**, a Delaware limited liability company

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

Printed Name: \_\_\_\_\_

As its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of **ASF TAP FL I, LLC.**, a Delaware limited liability company, on its behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
(Type of Identification Produced)



**ATTACHMENT 1**  
*to the*  
**FIRST AMENDMENT**  
*to*  
**AMENDED AND RESTATED DEVELOPER'S AGREEMENT**  
*for*  
**THE RESERVE AT HOWEY-IN-THE-HILLS**

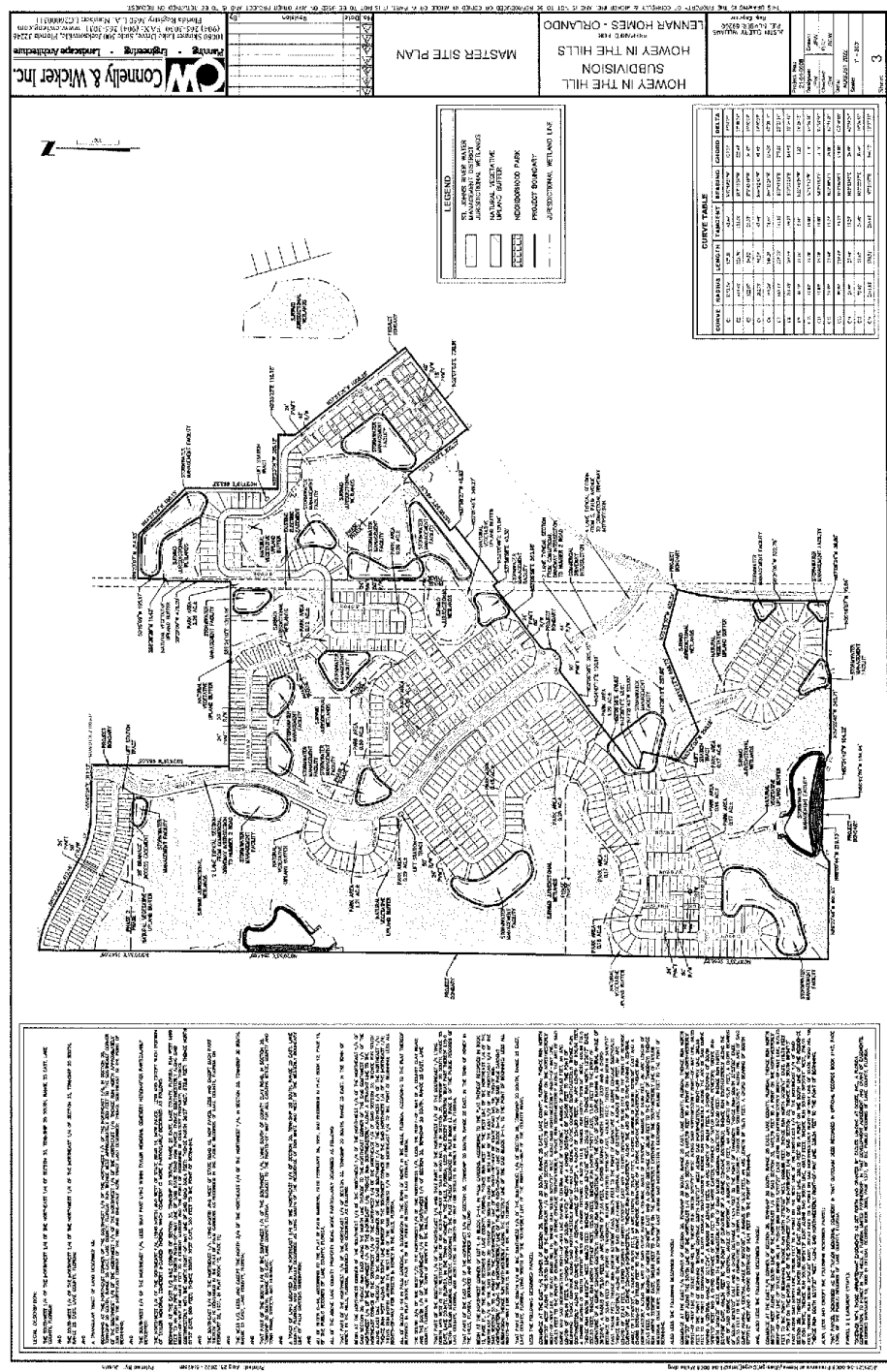
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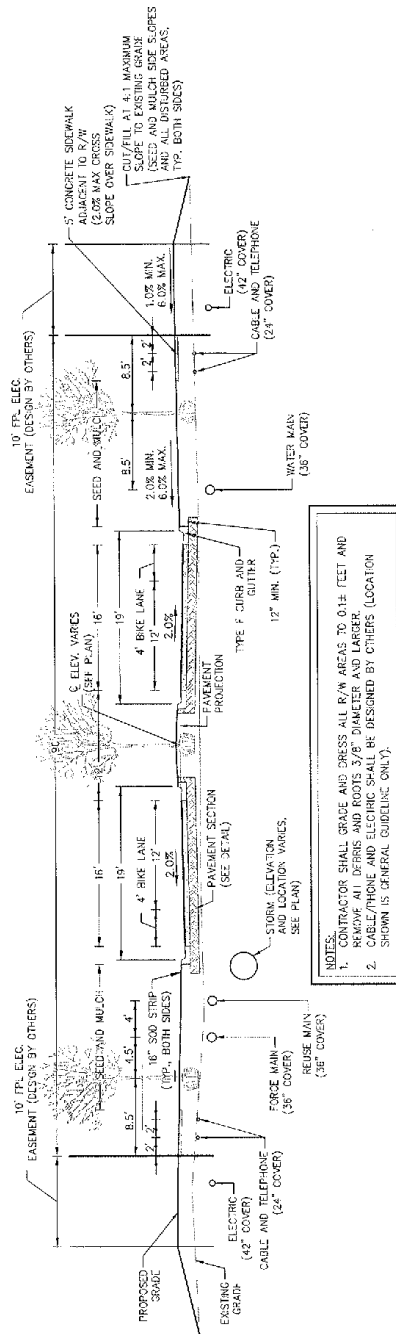
Master Site Plan dated August 2022

Typical Roadway Cross Section for 90' Right of Way

And

Typical Roadway Cross Section for 90' Right of Way  
(4 lane section)





TYPICAL ROADWAY CROSS SECTION FOR 90' RIGHT OF WAY

N.T.S.

