



August 25, 2023

Thomas A. Harowski, AICP
Town of Howey-in-the-Hills
101 N. Palm Ave., P.O. Box 128,
Howey-In-The-Hills, Florida 34737

RE: Mission Rise PUD

Dear: Mr. Harowski

Enclosed please find responses to Staff's comments below in bold. The following items are resubmitted in response to Staff's comments:

1. Conceptual Land Use Plan
2. Developer's Agreement
3. Traffic Impact Analysis (to be provided 8/29)

VILLAGE MIXED USE CRITERIA:

The Village Mixed Use classification has a set of specific criteria the development must meet. These are set out in Policy 1.1.1 and Policy 1.1.2 of the Future Land Use Element. Policy 1.1.4 includes essential information on open space and density calculation and Policy 1.2.2 sets out the minimum open space requirements. The criteria for VMU are reviewed below:

1. Residential development can occupy a maximum of 85% of the net land area of the project. (Net land area is the total land area of the project less wetlands and waterbodies. In this case the net land area is reported as approximately 153 acres.) The maximum allowable land area to be devoted to residential development is 130 acres. The submittal states that the project allocates 129 acres to residential use.

RESPONSE: Acknowledged.

2. Non-residential development must occupy 15% of the net land area but not more than 30% of the net land area. In previous development plans for the subject property, it was accepted that the property does not have reasonable commercial development potential, but other options for non-residential use are available. For example, a church site could be proposed. In one previous submittal the Town agreed to allow the land area devoted to a regional bicycle facility to count towards the non-residential component, and the current submittal appears to be offering that option again.

In this case the proposed regional bicycle trail is located within the central collector road right-of-way and is not specifically an allocated land use. The project requires 23 acres of non-residential use. The applicant claims to meet this requirement by providing a civic use site (1.2 acres), community amenities (3.6 acres), a regional park (8.3 acres), and stormwater ponds (7.7 acres). More definition is needed to determine whether the regional

park is a qualified use. Most of the park area falls within the eagle nest buffer area, and no information has been provided about proposed recreation and park uses. The stormwater pond allocation also needs to be further reviewed to determine if it qualifies as a non-residential use. If the use supports residential development, then it should be counted as residential land.

RESPONSE: As demonstrated on Sheet 1 of the Conceptual Land Use Plan, a total of 23.8 AC (15.5%) of net land area will be dedicated towards non-residential uses. Please see Sheet 3 of the Conceptual Land Use Plan, where additional detail on the proposed regional multiuse trail and park system has been provided. The multiuse trail has been revised to meander outside of the Collector Road ROW. Further, the previously designated 1.2 AC Civic Site is proposed to be developed as a trail head to act as an anchor for the multiuse trail system. Any stormwater ponds included in park areas are not included in the overall open space calculation.

3. A minimum of 5.0% of the non-residential land area of the project needs to be devoted to public/civic buildings. (1.14 acres required.) Again, this could be a church site, or it could be community center buildings or similar buildings open to the public and devoted to civic activities. The concept plan proposes a civic use site along the SR 19 frontage. The specific use is not declared, and the site is not integrated into the overall project design.

RESPONSE: The 1.2 AC Civic Site will be developed as a trail head to support the multiuse trail system included within the project.

4. Public recreation area is required at a minimum of 10% of the usable open space. (Open space that is not wetland or waterbodies). This requirement is calculated at a minimum of 3.0 acres. Two neighborhood parks totaling one acre have been identified and the proposed regional park is identified at 8.3 acres.

RESPONSE: Acknowledged.

5. Total open space is required to be a minimum of 25% of the project area. Wetland areas may account for only half of this requirement. Required open space is calculated on the gross project area or 60.8 acres in this case. Total open space is reported as 65.4 acres or 27% of the project area. Stormwater ponds can only count toward the open space requirement if they are designed as natural pond areas and supported with trails. The proposal does show walking trails located with pond areas.

RESPONSE: Acknowledged.

PUD/DEVELOPMENT AGREEMENT:

1. The applicant has provided a draft development agreement along with the updated concept plan. Section 4.10.09 of the land development code lists the minimum items that need to be included in the conceptual plan package. A review of this code section notes the following deficiencies:
 - 4.10.09 A. The developer's name was not shown on the concept plan document.
 - 4.10.09 N. The number of units by type and lot size for the project and each phase were not shown

RESPONSE: The property owner, ASF TAP FL I LLC is the current applicant/developer. A home builder has not yet been selected for this project. This is noted on Sheets 1-6 of the Conceptual Land Use Plan.

Please see Sheet 2 for a tabulation of the proposed number of units by lot size for each phase of the proposed PUD. Please note that the proposed phasing and allocation of units by phase is approximated, and subject to change during the subdivision plan stage. A note to this effect has been added to Sheet 2 of the Conceptual Land Use Plan.

TRAFFIC IMPACT ASSESSMENT:

1. The Town has approved a methodology for the traffic study and is awaiting the report. In addition to the standard traffic analysis, the study should take note and comment on Number 2 Road. The road is substandard in width and to the extent that this affects the road capacity this should be noted and included in the traffic study. Note also that Number 2 Road is prescriptive right-of-way for most of its length, and this may affect any study recommendations regarding widening.

RESPONSE: The Traffic Impact Analysis based on the approved methodology has been included in the application materials. This study assigns Number 2 Road as having a reduced volume due to it being a substandard facility.

ENVIRONMENTAL CONSIDERATIONS

1. In reviewing the proposed plan, the Town will need to consider whether the full clear zone around the eagle's nest should be preserved rather than allowing residential development within the 660-foot area. The application states that the buffer areas are in accord with federal guidelines. For any proposed development within the 660-foot area documentation should be provided to demonstrate compliance with the guidelines.

As noted previously, the proposed regional park needs to be further detailed with regard to planned improvements and how these improvements comply with federal eagle nest protections.

As an alternative, staff suggests excluding development from the central area around the wetlands core. While few homes are proposed for this area, the plan shows excavating upland areas for stormwater retention. These are some of the most heavily treed areas on the site and should not be removed to support a function that can easily be located elsewhere on the site. The development in this area should be limited to the collector road crossing. A sketch of the subject area has been attached. A tree survey will be required for each phase of the project as it is presented for preliminary subdivision approval. Trees within areas designated for preservation will not need to be surveyed or considered for replacement under the Town's tree protection requirements.

RESPONSE: The development proposed within the 330' and 660' buffers around the eagle's nest are permissible under relevant State and Federal guidelines.

At this stage, a detailed tree survey has not been completed for the subject property. The PUD will comply with all requirements of the LDC regarding tree

protection. A note to this effect has been added to the Conceptual Land Use Plan, please refer to Sheet 1.

CONCEPT PLAN COMMENTS

1. Actual lot sizes are a policy decision for the Planning Board and Town Council to approve. Please note that the Town has not been approving lot widths below 75 feet across recent project submittals, and at least some members of Council will have difficulty with 75-foot wide lots.

RESPONSE: Acknowledged. In response to feedback received at the neighborhood workshop, conducted on August 3, 2023, additional tracts of 75-foot-wide lots have been included in the plan.

2. The plan could take better advantage of the terrain by locating the multi-use trail outside of the collector road right-of-way when possible. This placement will open ROW the door for consideration of the trail as a component of the non-residential area requirement.

RESPONSE: The multiuse trail design has been updated to locate the trail outside of the Collector Road ROW.

3. Lake County will require additional right-of-way for Number Two Road and will be the permitting agency for the intersection and other external road improvements.

RESPONSE: Acknowledged. The Applicant is in coordination with Lake County regarding Number Two Road. ROW dedication for Number Two Road has been demonstrated on the Conceptual Land Use Plan. Per Lake County's Public Works Department, Number Two Road is planned as an 80' ROW.

4. Access points for vehicular use are appropriately located, with the following notes
 - Revels Road will need to be improved from the project boundary to the intersection with Orange Blossom Road.
 - The connection with Hilltop Groves will need to be coordinated with the Hilltop Groves development plan to ensure the connection is in the proper location. The Town is currently reviewing a final subdivision plan which will specifically locate the connector road.
 - The Revels Road connection at SR 19 will need to be coordinated with the Hilltop Grove development plan

RESPONSE: Acknowledged. Any roadway improvements will be provided by the Developer as required by the detailed traffic study.

5. The design of the major collector needs to plan for a median and turn lanes at intersections. The two cross-section provided do not include a landscaped median area. Where properties have direct access from the collector road, periodic openings can be provided

RESPONSE: As discussed at the DRC meeting on August 10, 2023, the Collector Road cross-section is proposed without a median, but will include 4' bike lanes as well as a 12' multi-use trail.

6. Where a lot must access from the central collector road, the lot sizes need to be larger than 55-foot wide to minimize the number of driveways in this segment.

RESPONSE: No lots are proposed to have direct access from the Collector Road.

7. The on-street parking proposal needs to be reviewed with regard to placement of the parking. Based on the cross-sections the road width could vary from block to block which might be confusing.

RESPONSE: Acknowledged. The proposed roadway sections are consistent with the details provided in Table 8.02.02 of the LDC.

8. Where 55-foot lots are proposed, access should be from an alley to avoid a continuous garage-scape street view. Paired one-way alleys may be workable.

RESPONSE: Any 55-foot-wide lots along the Collector Road have been designed with alley access to prevent a garage-scape street view.

9. Is there any intent to consider housing options such as assisted living or nursing home? Providing a potential site for these types of uses might be another way of meeting the non-residential land area requirement.

RESPONSE: The multiuse trail and park system is proposed to meet the project's non-residential land area requirement. Please see Sheet 3 of the Conceptual Land Use Plan for further detail.

10. The parcel has an opportunity to create a significant park area in the open space adjacent to Wetland Area 1 and link with bicycle and pedestrian trails.

RESPONSE: Acknowledged. Further detail on the multiuse trail and park system has been provided on Sheet 3.

11. Each neighborhood area should contain some type of appropriate park facility. Why does phase 2 and phase 3 have a neighborhood park but none is proposed in phase 1? Why do phases one and three have an amenity center while phase 2 does not?

RESPONSE: While the project is constructed in phases, it is expected that park and amenities will be shared across the project.

12. The civic use parcel needs to be fully integrated into the project design. As shown there is no internal access to the parcel, and there is no assurance that access can be provided from SR 19.

RESPONSE: Vehicular access from Revels Road to the Civic Site (trail head) has been demonstrated on the Conceptual Land Use Plan, Sheet 3.

13. The plan appears to show wetland impacts in the northern section along what looks to be a ditch line. Is this in fact wetland area?

RESPONSE: No, it is areas within Flood Zone A.

14. There also appears to be a wetland impact on the parcel proposed for the Phase 1 amenity center. If this is in fact a wetland impact, it needs to be preserved as it cannot be filled to create building sites.

RESPONSE: Acknowledged. The impacted wetland in the Phase 1 amenity center is a surface water (cow pond). The Conceptual Land Use plan has been revised to exclude this surface water.

DEVELOPMENT AGREEMENT COMMENTS

1. Page 3 of the agreement proposes a minimum street frontage of 20 feet. The code requires a minimum of 30 feet for lots on cul-de-sacs and curves to ensure that adequate area is available for driveway connections. The lots must meet the minimum lot width at the building line. Staff sees no reason to vary from the code minimum standard.

RESPONSE: Please see the revised Development Agreement where the minimum street frontage has been updated to 30 feet.

2. Page 3 proposes maximum lot coverage of 80%. A calculation of actual lot coverage based on the proposed lot areas and setbacks estimates the lot coverage for 55 x 120 lots at 51% and for the 75 x 120 lots at 53%. There should be no need to allow lot coverages in excess of 60%.

RESPONSE: Maximum lot coverage has been decreased to 60%.

3. Page 3 refers to rear setbacks as shown on the conceptual use plan. Rear building setbacks need to be a minimum of 25 feet to allow adequate room for swimming pools and pool decks when the Town's 10-foot setback for swimming pool is applied.

RESPONSE: Rear setbacks have been revised as requested for a principal structure setback of 25' and accessory structure setback of 10'.

4. The paragraph on wastewater service on page 4 should be modified to allow for other treatment options than exclusively negotiating with the CDD. Current Town policy supports other options.

RESPONSE: Please see the revised Development Agreement.

5. The paragraph on the option for the Town to commit to oversizing utility lines needs to allow more time. There is no reason to artificially terminate this option within three months of approval of the agreement. The deadline for the Town to seek oversizing lines should be tied to the final subdivision approval for each phase of the project. Allowing oversizing of lines at this point allows for more time for the Town to adequately assess overall service needs while still allowing for the adjustment of engineering design to support increased pipe sizing.

RESPONSE: Please see the revised Development Agreement.

6. With regard to reclaimed water service, the agreement needs to state that potable water will not be used for irrigation.

RESPONSE: Please see the revised Development Agreement.

7. The reference on page 5 to connection of the project street network with adjacent property needs to state, "shall be provided". The Town will provide for coordination of the location of interconnections of the street network.

RESPONSE: Please see the revised Development Agreement.

8. The development agreement language in Section 2 page 7 needs to be amended to include standards regarding what constitutes a major amendment. Major amendments would include changes to the conceptual street layout, changes in lot types and sizes, changes in land uses or changes in the allocation of land uses within the project.

RESPONSE: Please see the revised Development Agreement.

ENGINEERING REVIEW COMMENTS

1. Provide a traffic impact analysis for review.

RESPONSE: The Traffic Impact Analysis based on the approved methodology has been included in the application materials.

2. The main N-S spine road and realigned Revels Road should be designed using Option 1, not Option 2. They should not have driveway connections or on-street parking. They should have full pedestrian accommodation including the multi-use trail and raised crosswalks/speed tables at key points along its length connecting the trail and sidewalks to amenity, open space, and park areas.

RESPONSE: Acknowledged, the revised Conceptual Land Use Plan proposes Option 1 for the Collector Roadway design. This has further been updated to increase the width of the multiuse trail to 12'.

3. The neighborhood roads should meet the town's current road standard..

RESPONSE: The proposed roadway sections are consistent with the details provided in Table 8.02.02 of the LDC.

4. For the sections of neighborhood roads with end-cap parallel parking, a wider right-of-way should be provided to accommodate the additional pavement..

RESPONSE: The proposed roadway sections are consistent with the details provided in Table 8.02.02 of the LDC.

DEVELOPMENT AGREEMENT

1. Section 1. (f) Wetlands: Wetland impacts and buffering shall also be subject to the Town's land development regulations as well as the St Johns River Water Management District.

RESPONSE: Please see the revised Development Agreement.

2. Section 1. (j) Transportation, Streets and Sidewalks: Revels Road and the Spine Road must have a minimum 90-foot right-of-way, 2' curb and gutter, and a minimum 32-foot-wide pavement with 12-foot travel lanes and 4' curb lanes.

RESPONSE: Please see the revised Development Agreement.

Thank you in advance for your consideration of the above information. If you require further information, please do not hesitate to contact me at 607.216.2390 or rlopes@rviplanning.com

Sincerely,

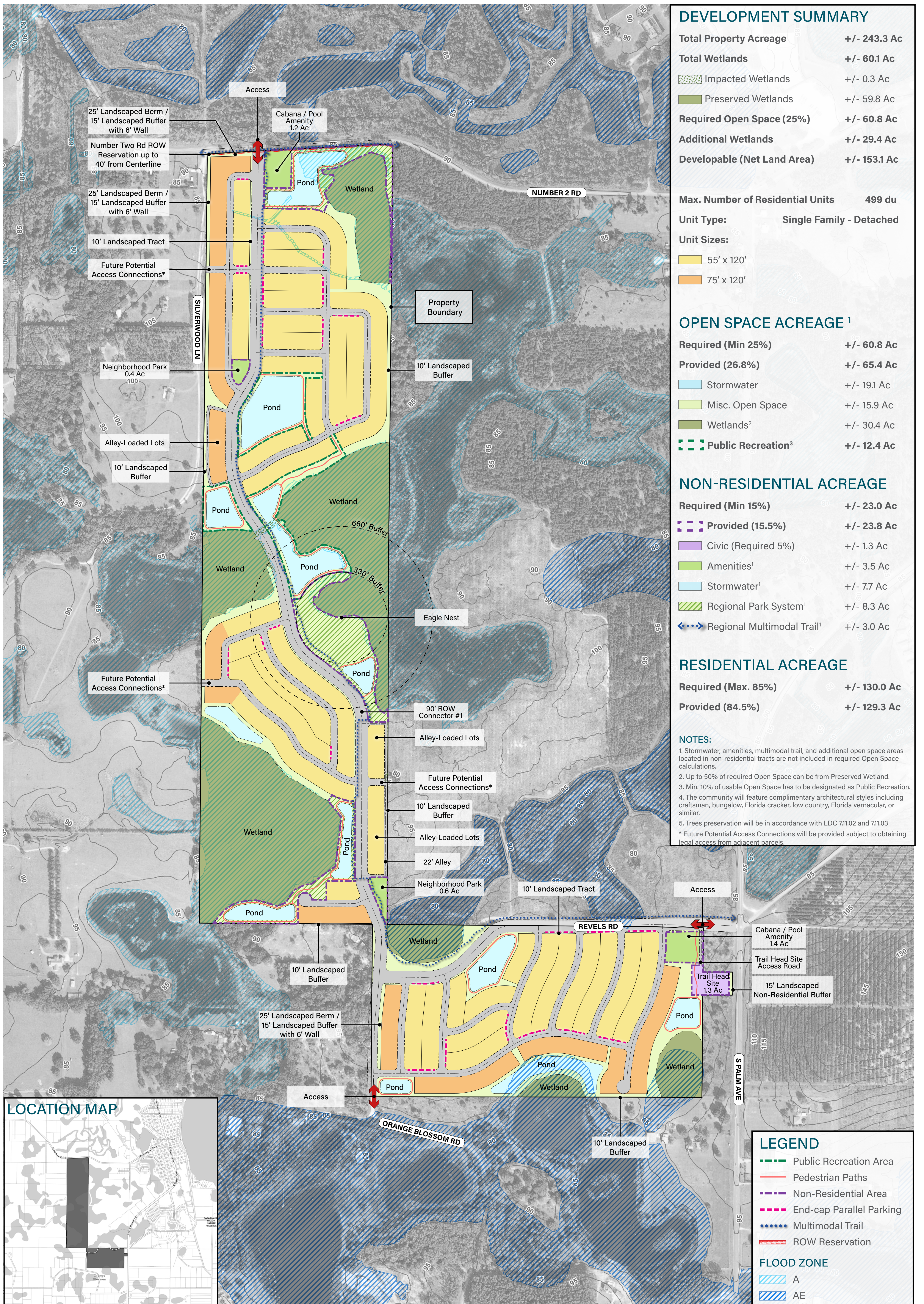
RVi Planning + Landscape Architecture

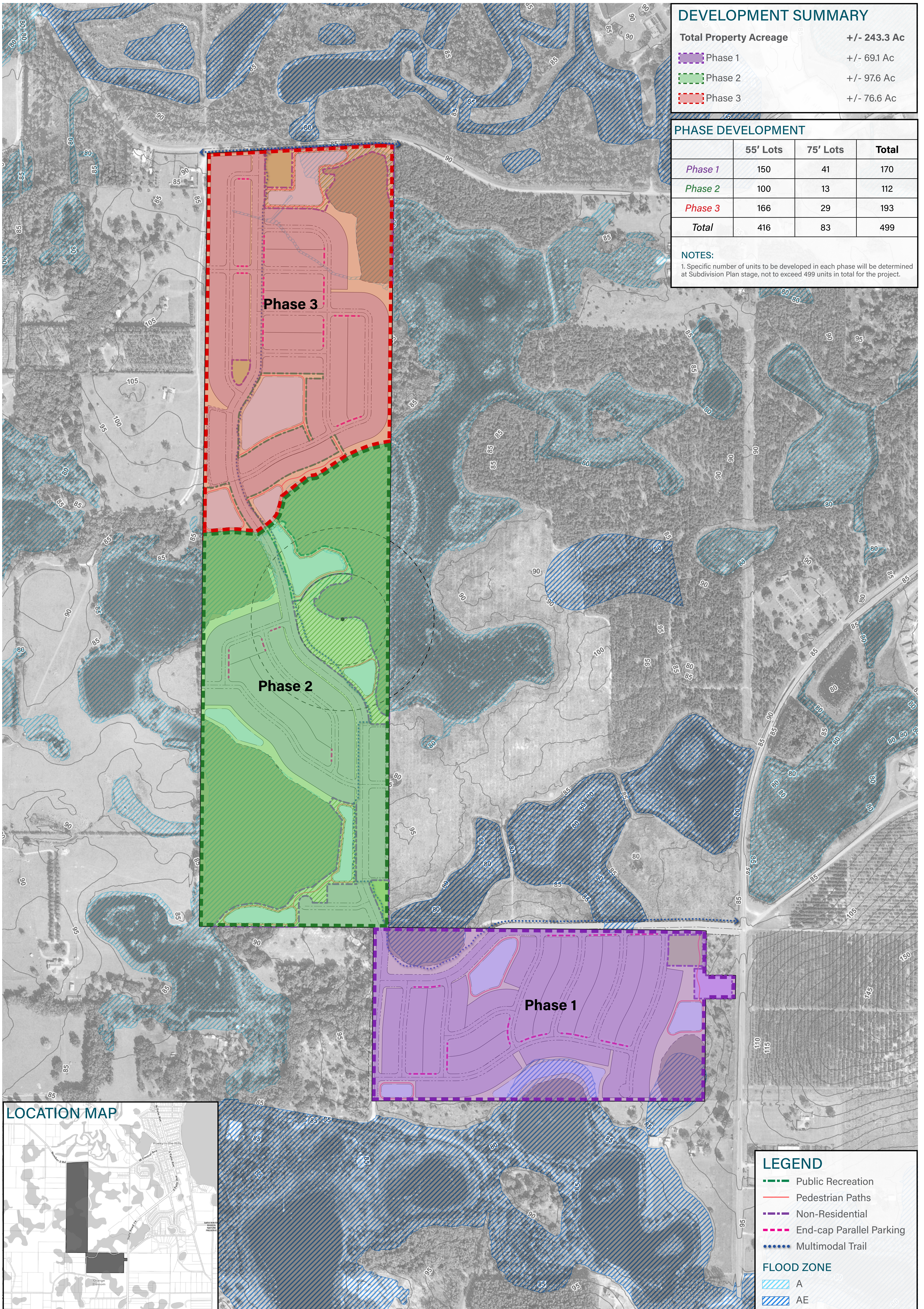


Rhea Lopes, AICP
Project Manager

Enclosures

cc: Alexis Crespo, RVi Planning + Landscape Architecture
Jason Humm, ASF TAP FL I LLC
Jonathan Huels. Lowndes Law Group





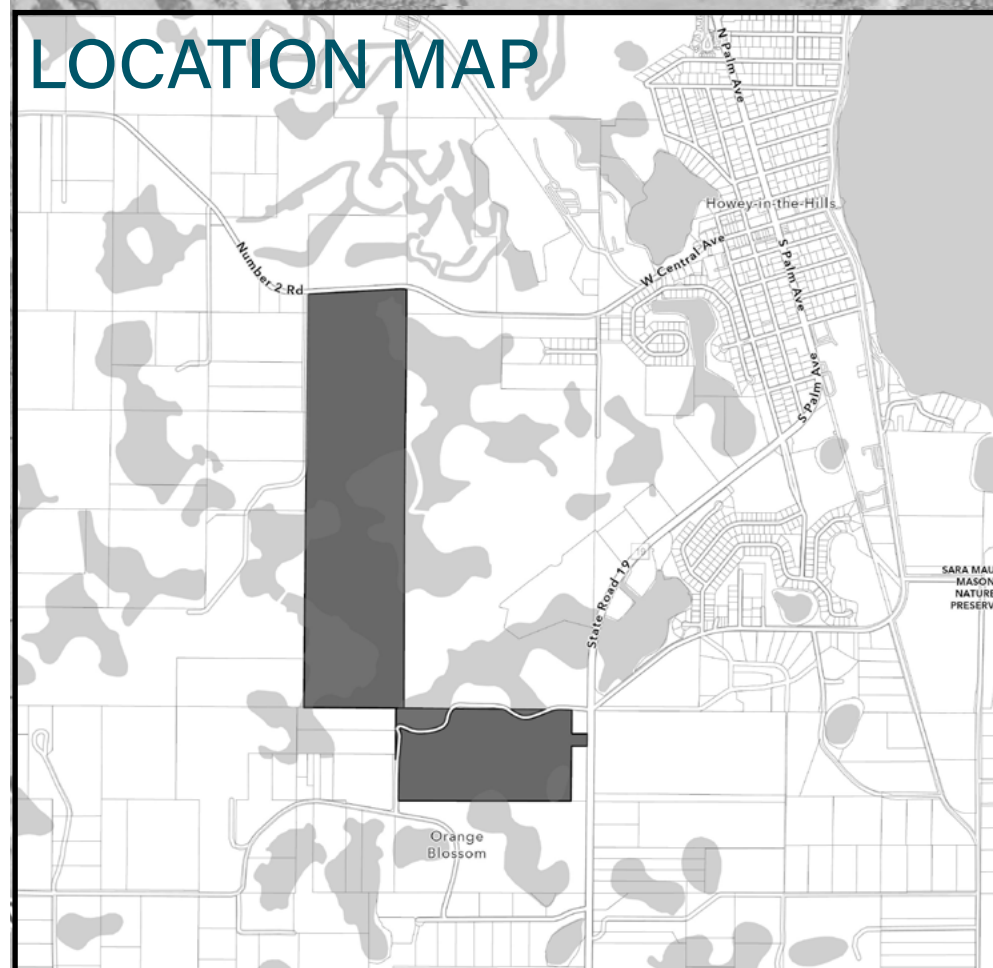
DEVELOPMENT SUMMARY

Total Property Acreage	+/- 243.3 Ac
Phase 1	+/- 69.1 Ac
Phase 2	+/- 97.6 Ac
Phase 3	+/- 76.6 Ac

PHASE DEVELOPMENT

	55' Lots	75' Lots	Total
Phase 1	150	41	170
Phase 2	100	13	112
Phase 3	166	29	193
Total	416	83	499

NOTES:
 1. Specific number of units to be developed in each phase will be determined at Subdivision Plan stage, not to exceed 499 units in total for the project.



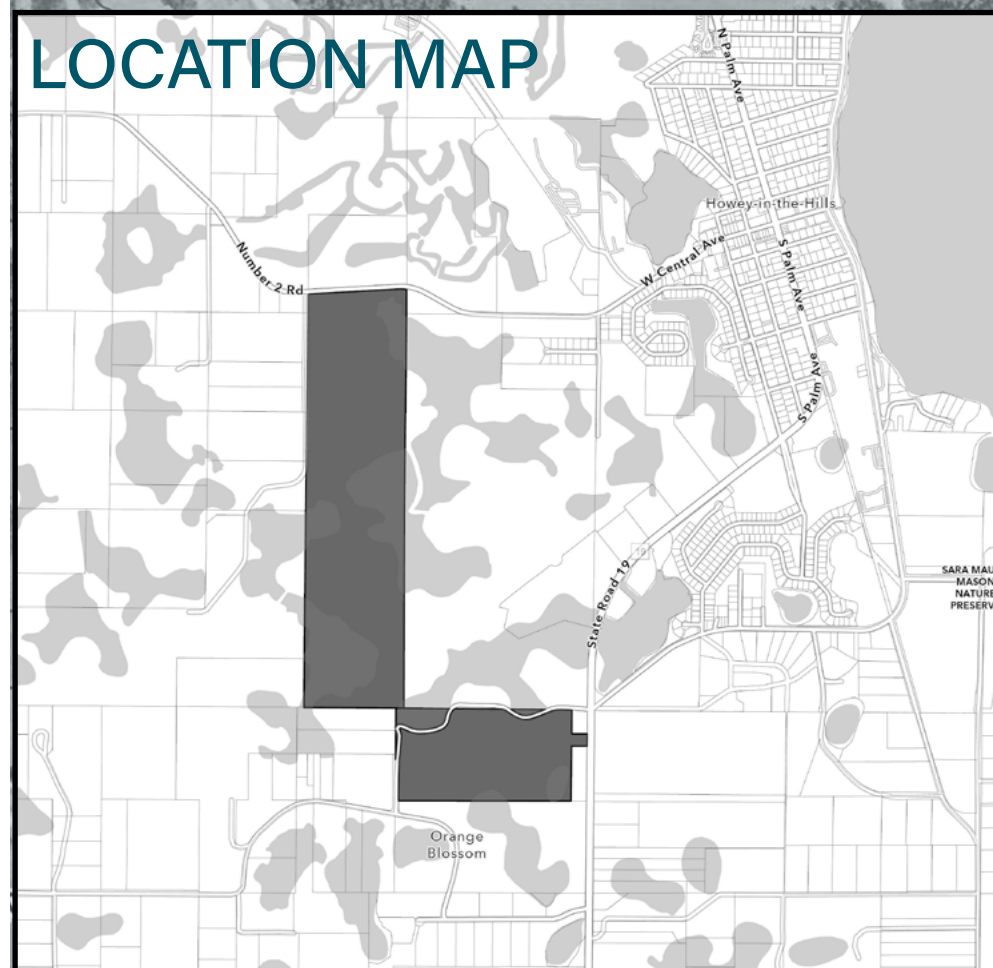
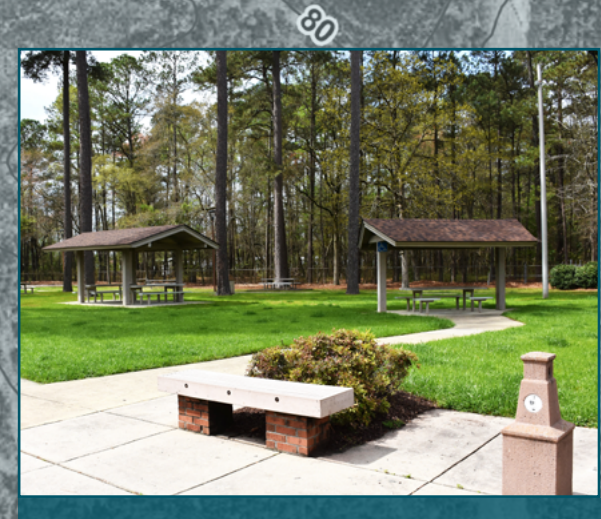
LEGEND

- Public Recreation
- Pedestrian Paths
- Non-Residential
- End-cap Parallel Parking
- Multimodal Trail

FLOOD ZONE

- A
- AE

PARKS & TRAILS PROGRAM



LEGEND

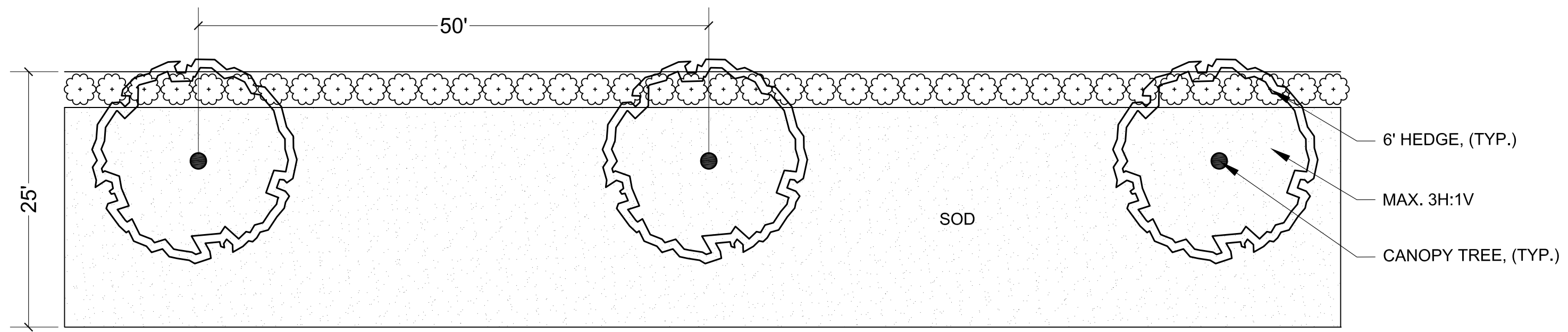
- Pedestrian Paths
- Multimodal Trail
- Trail Head Site (Civic)
- Amenity/Pocket Parks
- Regional Park System
- Stormwater
- Wetlands
- Mis. Open Space

RESIDENTIAL BUFFERS

25' LANDSCAPE BUFFER, TYPICAL

A landscaped berm with a total depth of at least 25 feet and no steeper than 3H:1V. The berm shall be at least three feet (3') in height and the berm together with the landscaping, shall comprise a continuous screen of at least 5 and one half feet (5.5') at time of planting and six feet (6') within one year of planting. Canopy trees shall also be planted every 50 feet along the berm.

For single family subdivisions, these buffers shall be on common property and dedicated to the homeowners' association for ownership and maintenance responsibilities.

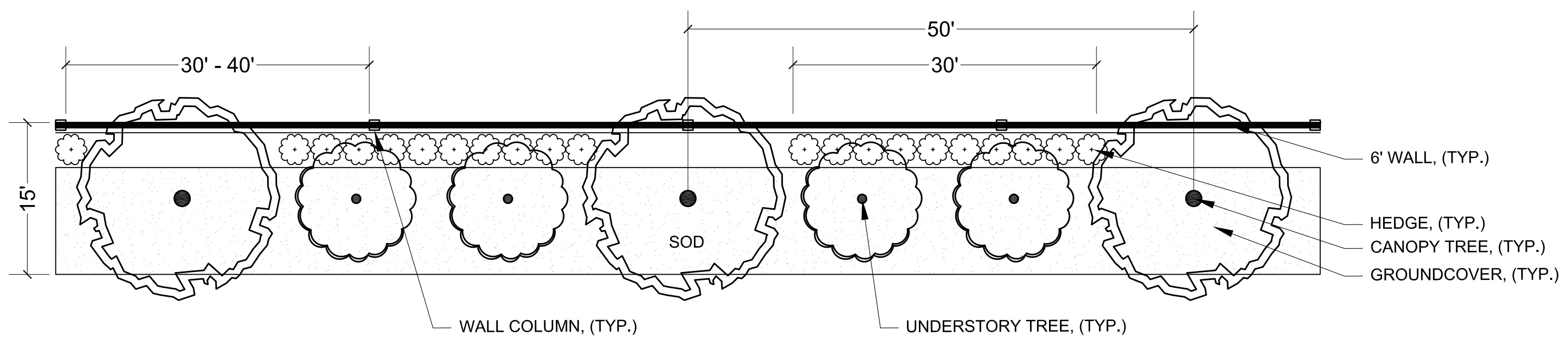


15' LANDSCAPE BUFFER, TYPICAL

A landscaped wall buffer with a minimum depth of 15 feet. The wall shall maintain a height of six feet (6') from grade on highest side and all walls shall have a decorative exterior (no exposed block). Acceptable materials for wall faces are brick, stucco or stone or a combination of those materials. Wall columns shall have a maximum spacing of thirty feet (30') on walls up to two hundred feet (200') in length and forty feet (40') on walls more than two hundred feet (200') in length. Wall columns may extend up to two feet (2') above the height of the wall.

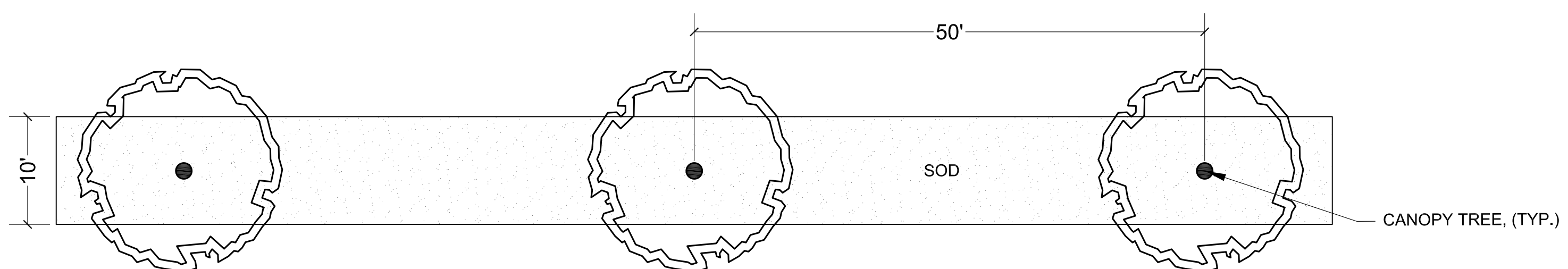
Within each fifty-foot (50') increment along the wall, two (2) canopy trees, two (2) understory trees, and 30 linear feet of shrubs shall be planted. The trees shall not be closer than five feet (5') to a walk or wall. The shrubs shall be at least 30" in height at time of planting.

For single family subdivisions, these buffers shall be on common property and dedicated to the homeowners' association for ownership and maintenance responsibilities.



10' LANDSCAPE BUFFER, TYPICAL

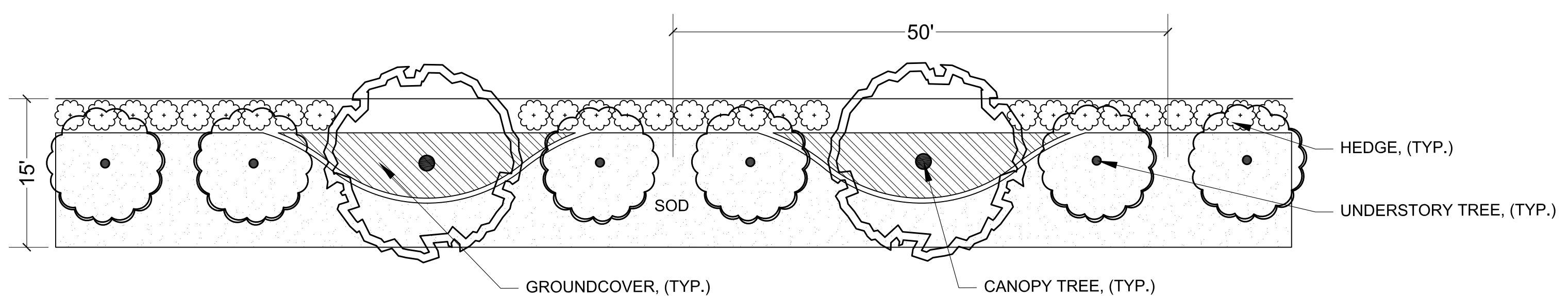
Ten-foot-wide (10') landscaped buffer with trees spaced no more than 50 feet on center.



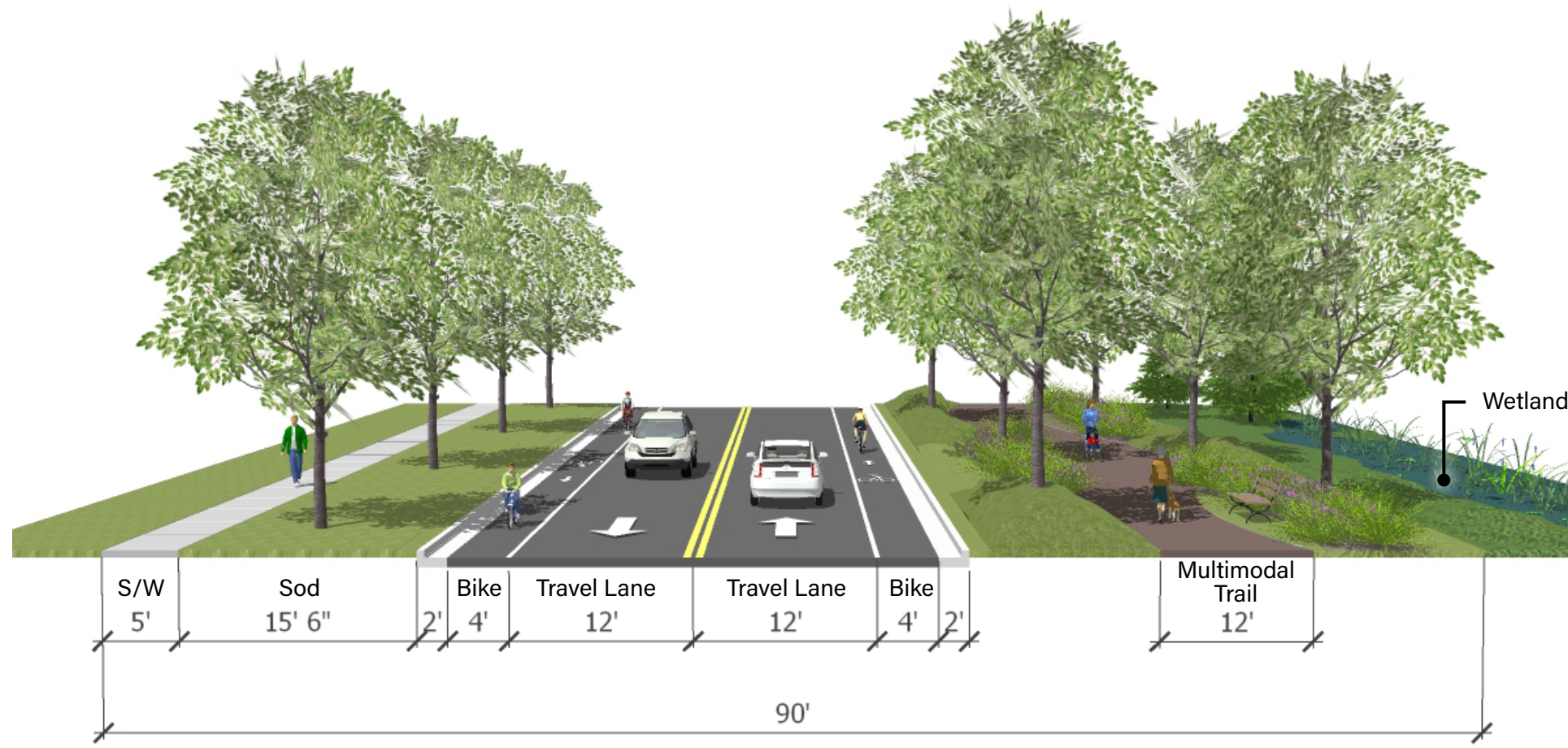
NON-RESIDENTIAL BUFFERS

15' LANDSCAPE BUFFER, TYPICAL

The landscaped buffer shall contain at least one (1) canopy tree, two understory trees and 30 linear feet of shrubs and ground cover for each 50 linear feet of buffer. Canopy trees shall be located no less than five feet (5') and no more than eight feet (8') from sidewalks and other walkways in order to provide shade while minimizing conflicts between tree roots and sidewalks. Similarly, canopy trees shall be used to shade parking areas that adjoin buffers. Understory trees may be planted in groupings and palms may be planted in place of understory trees when clustered in groupings of three or more trees.



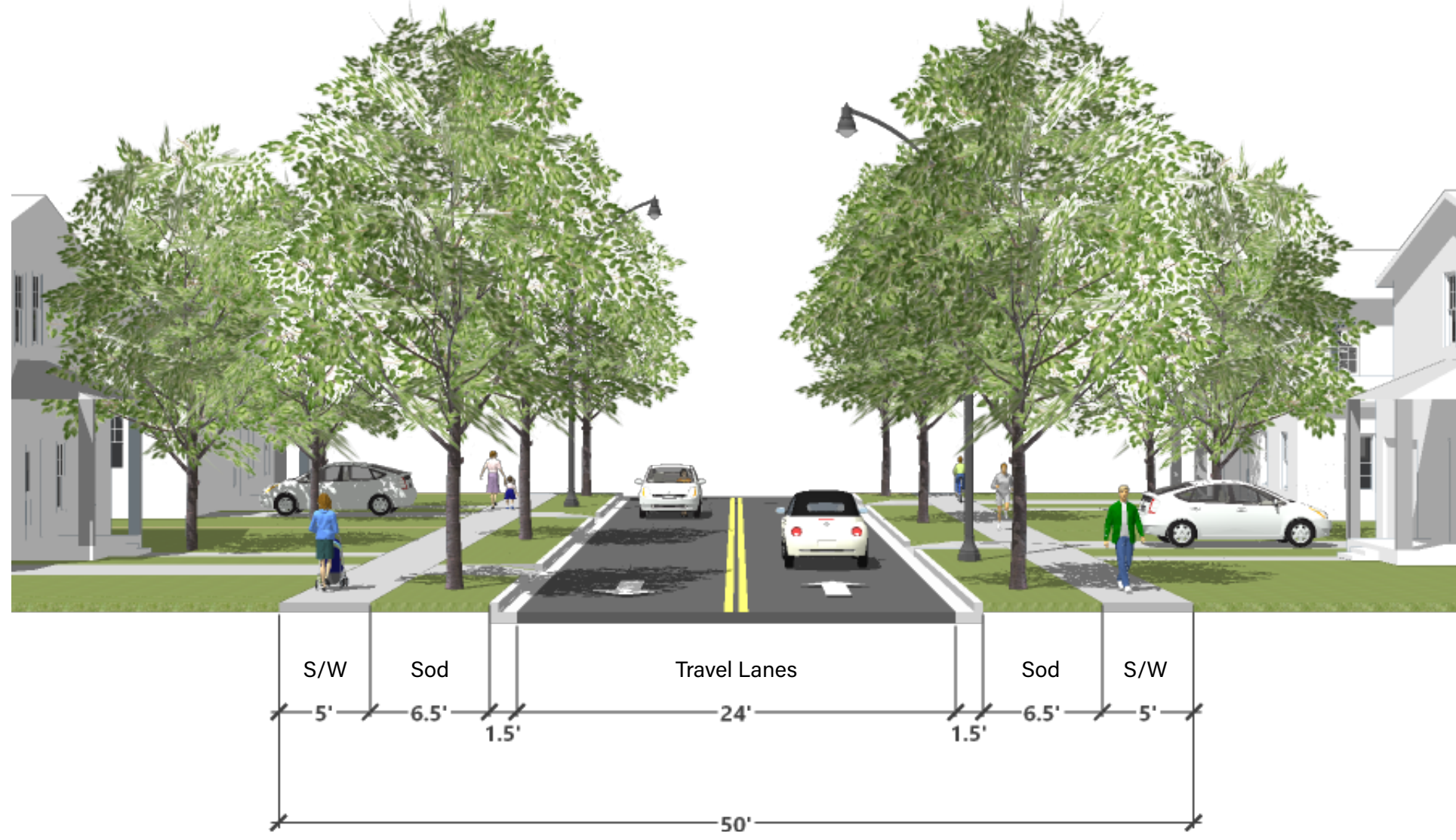
SPINE ROAD
90' ROW WITH BIKE LANE & 12' MULTIMODAL TRAIL



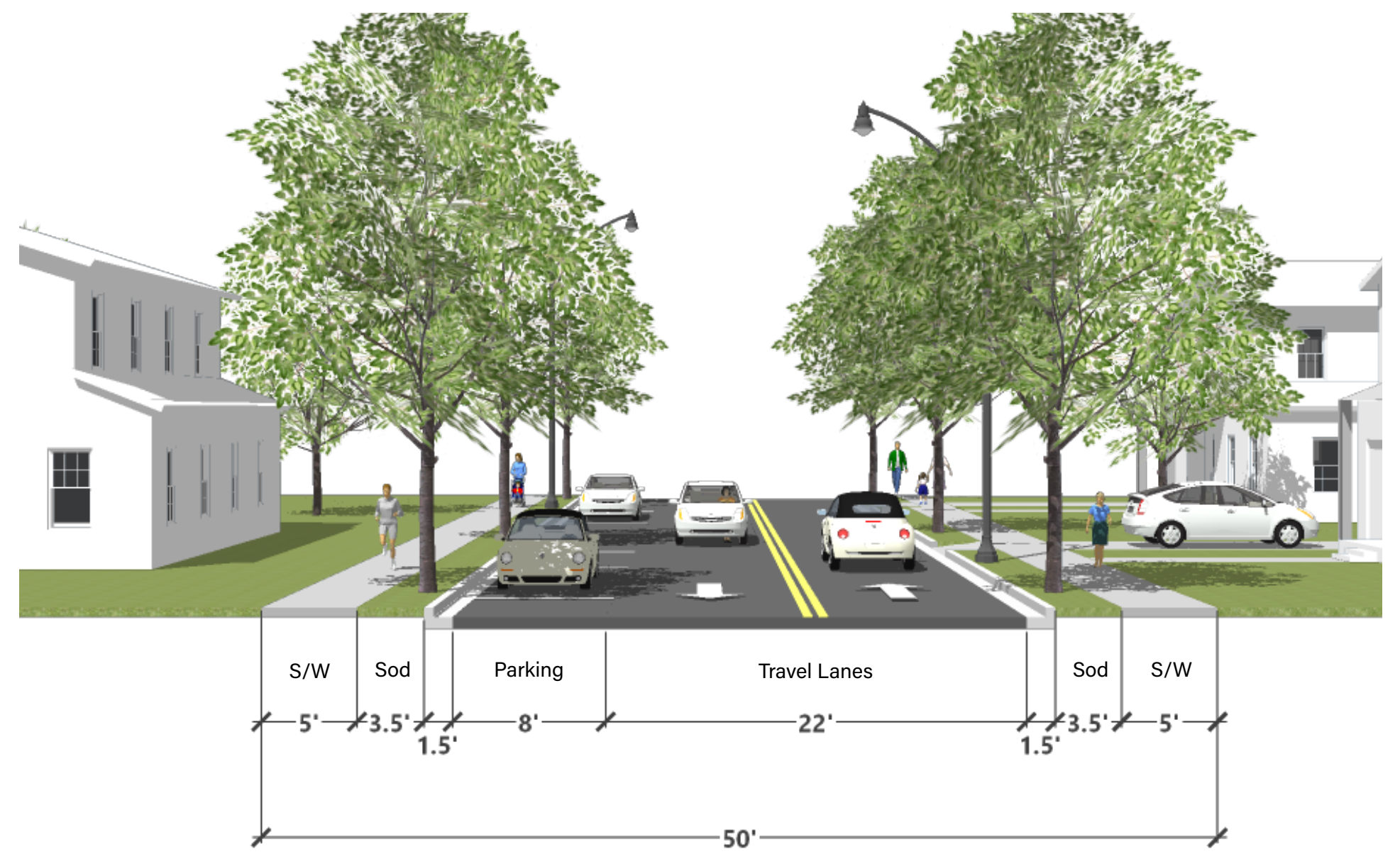
NOTE:

Multimodal Trail is intended to meander in and out of the proposed ROW. Final location may vary based on grading, utilities & final engineering.

NEIGHBORHOOD ROAD
OPTION 1 - 50' ROW



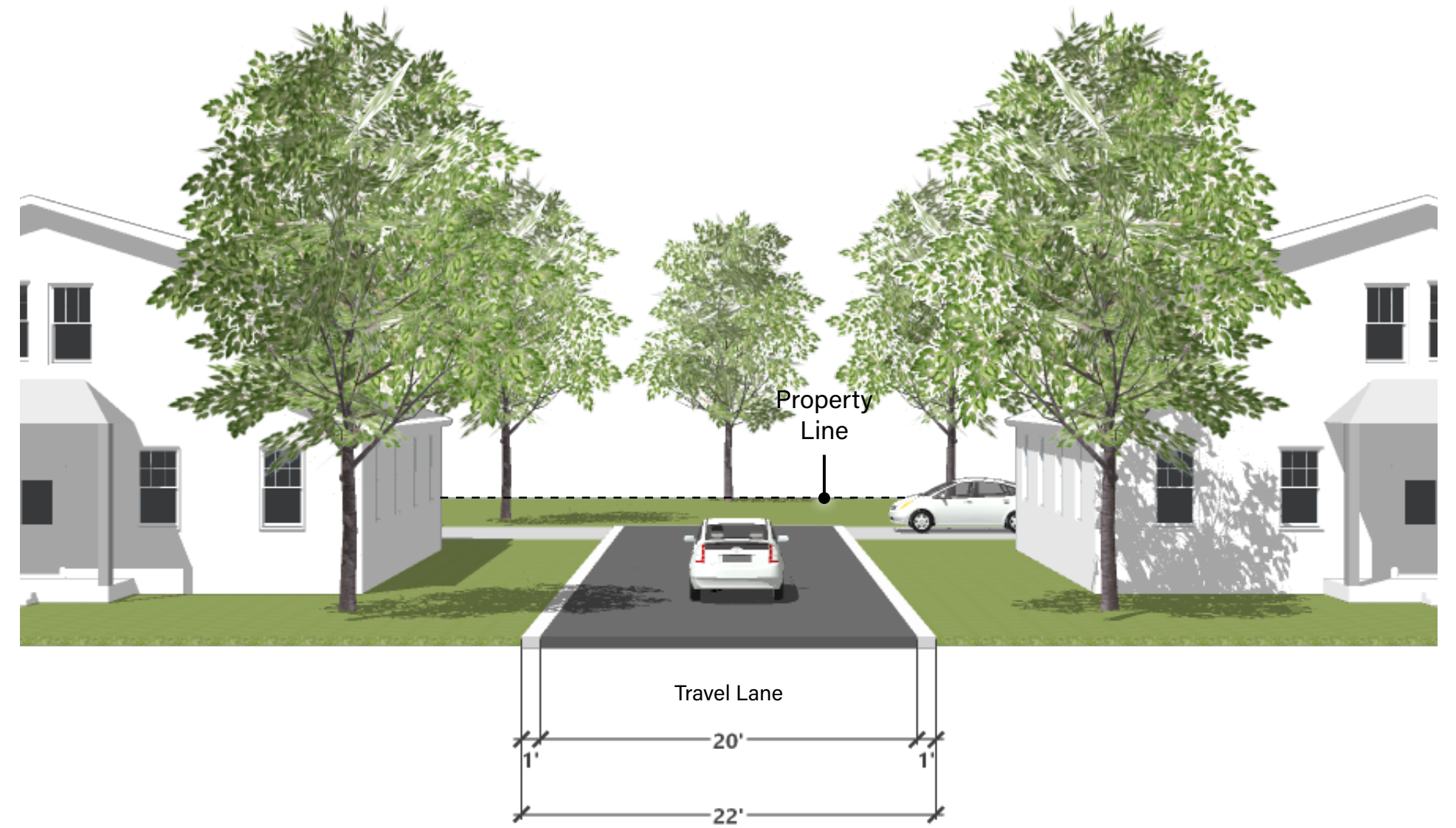
OPTION 2 - 50' ROW WITH PARKING ON ONE SIDE



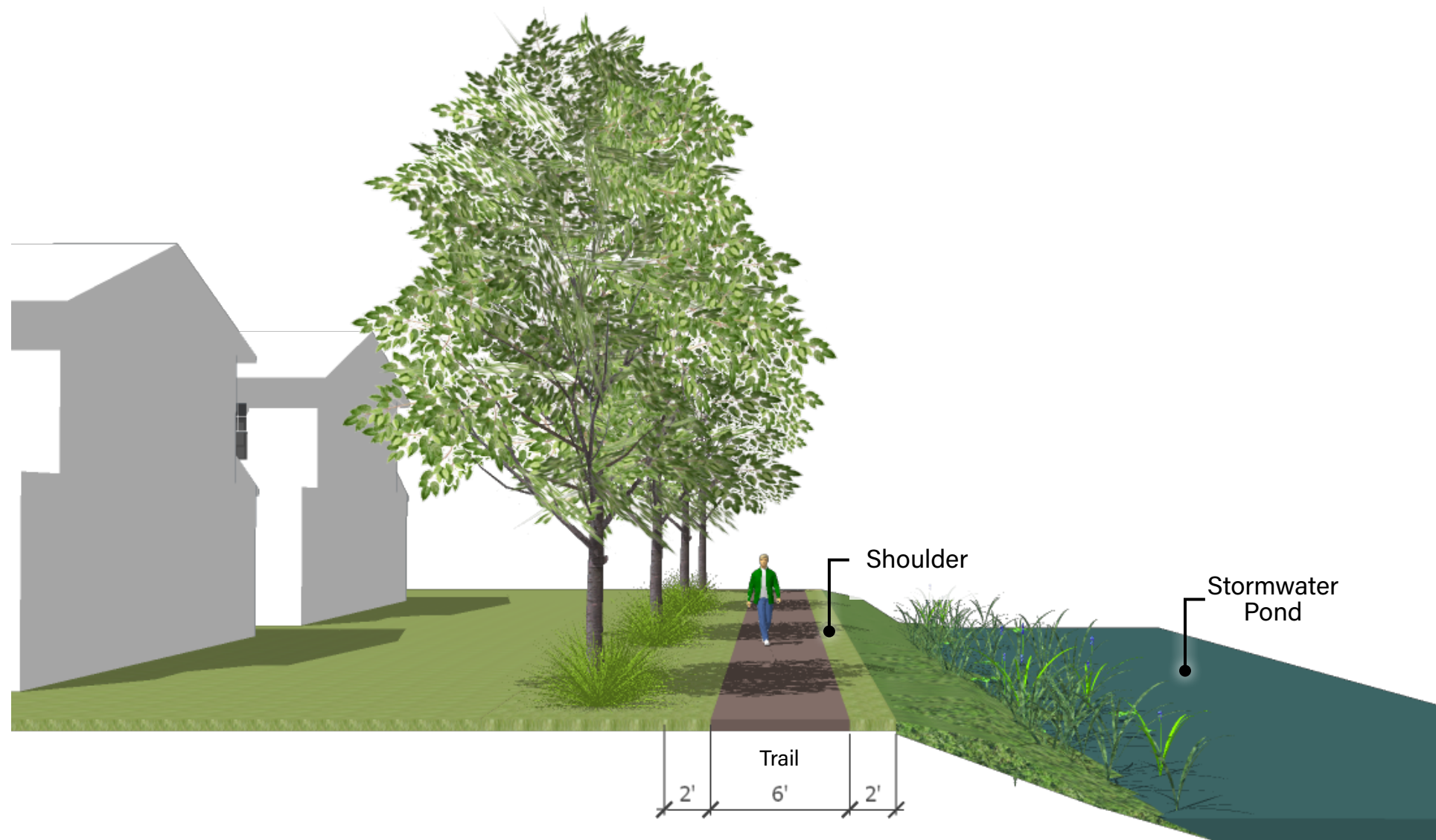
ALLEY ROAD
OPTION 1 - PARALLEL 22' ROW



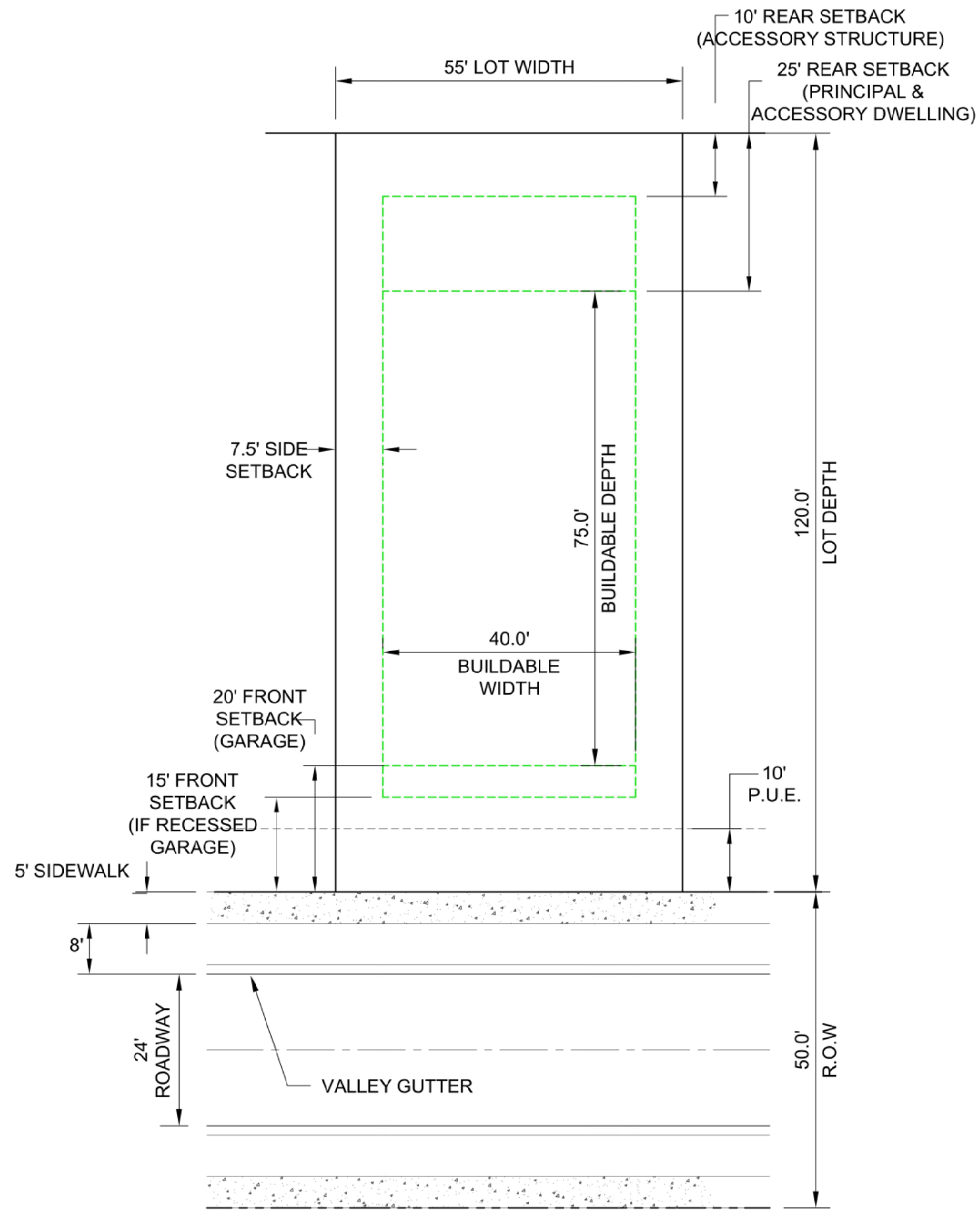
OPTION 2 - PAIRED 22' ROW



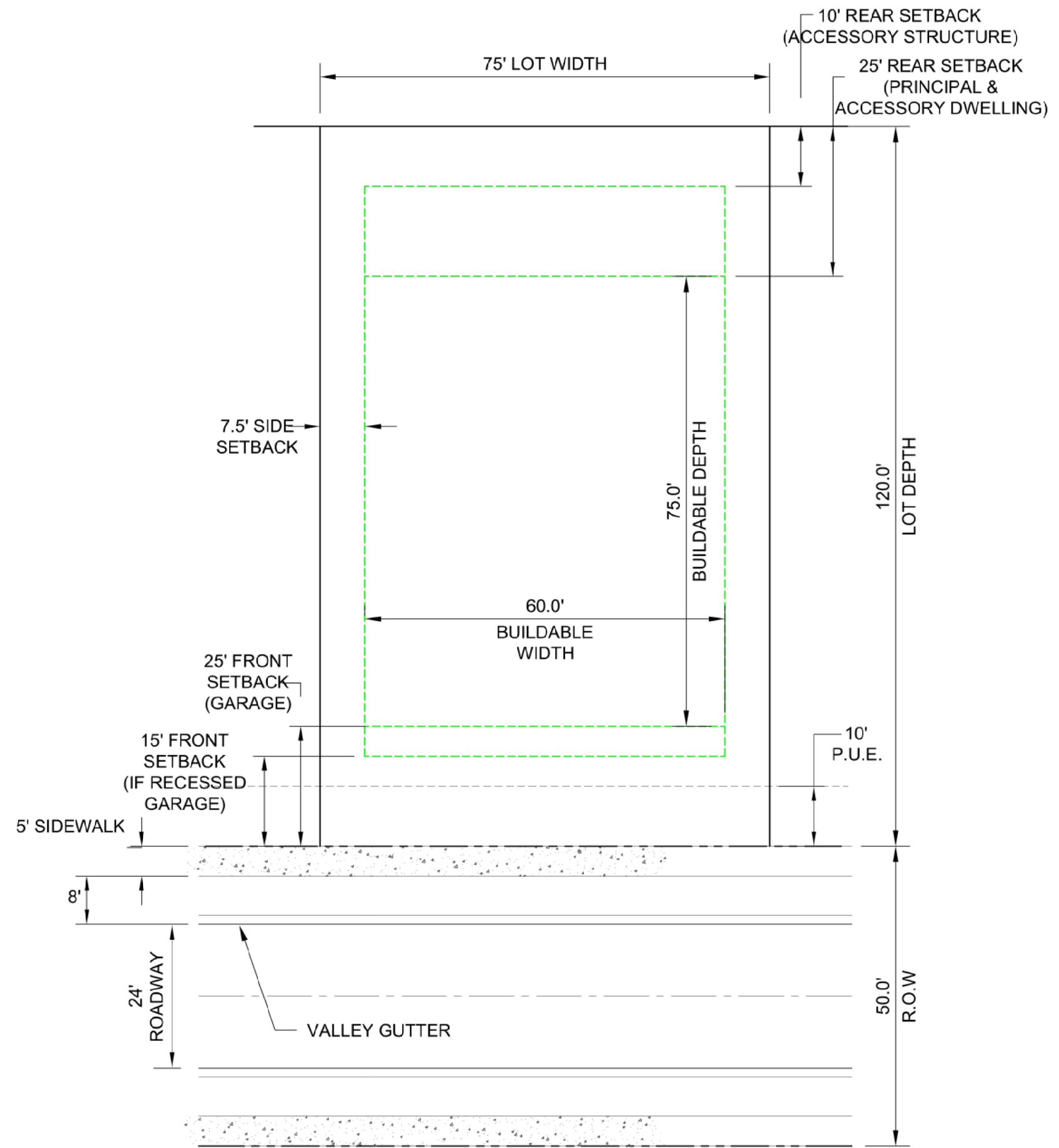
PEDESTRIAN PATH
6' TRAIL



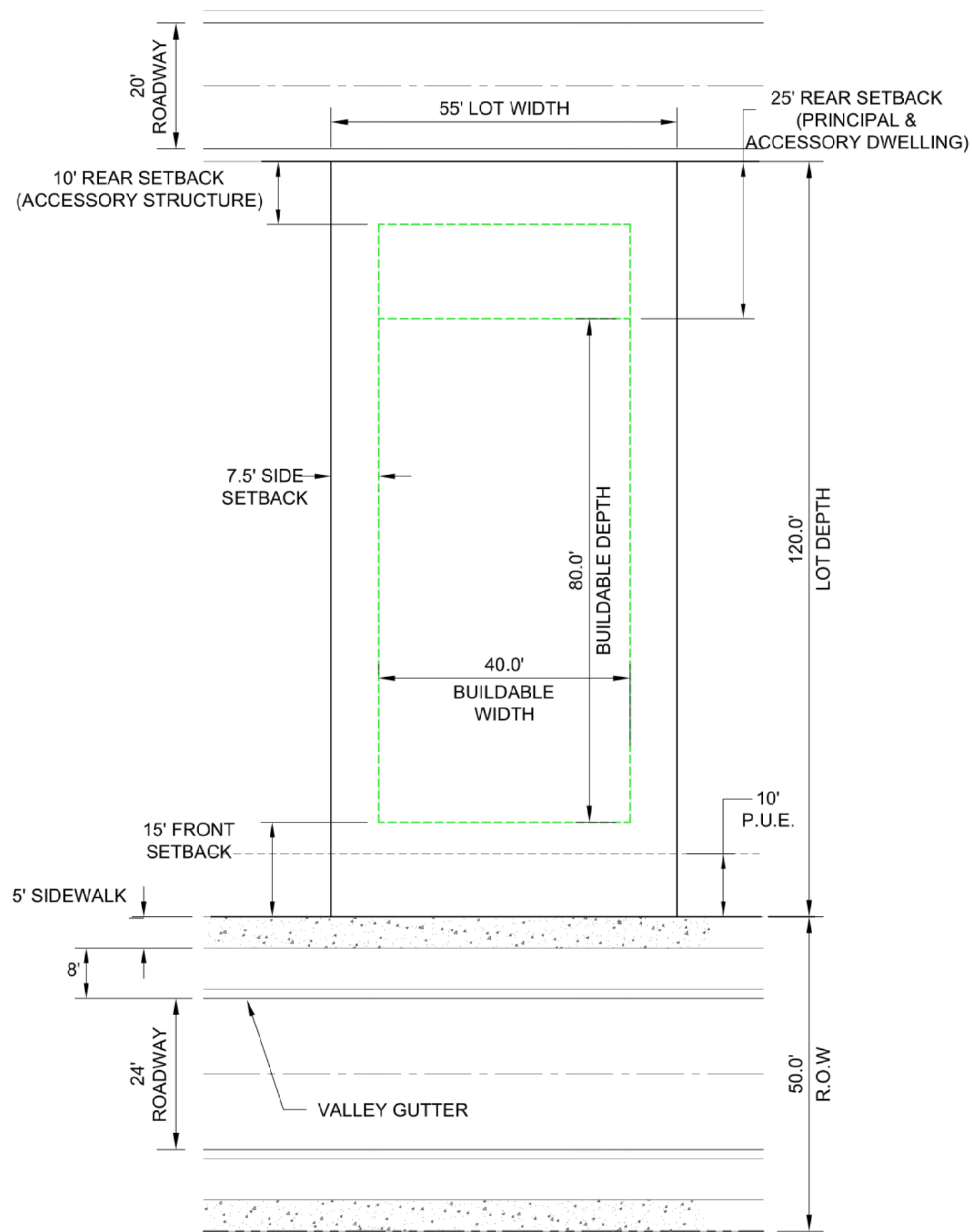
55' LOT FRONT LOAD GARAGE



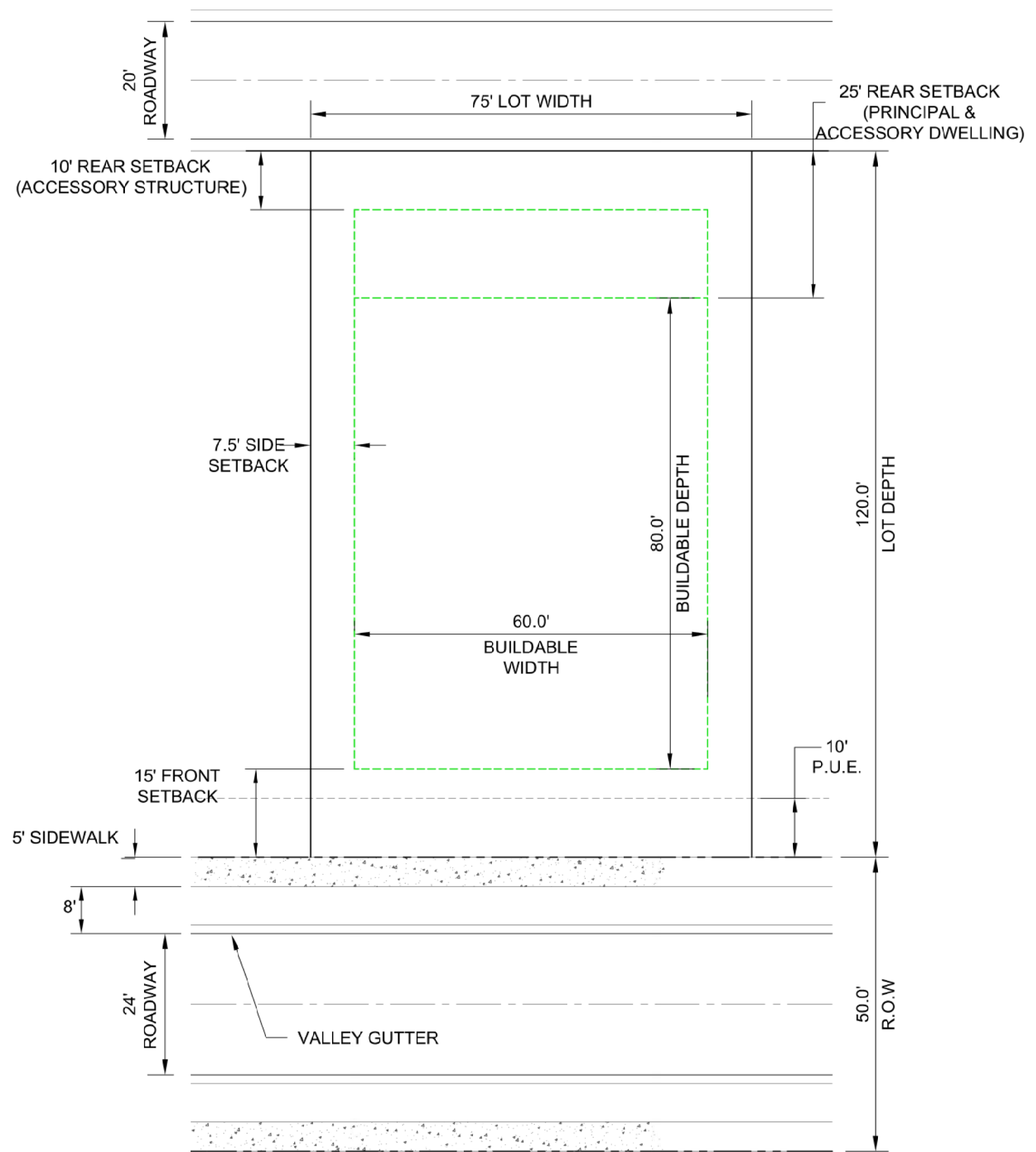
75' LOT FRONT LOAD GARAGE



55' LOT REAR LOAD GARAGE



75' LOT REAR LOAD GARAGE



This instrument prepared by and should be returned to:
Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, Florida 32801

MISSION RISE PUD DEVELOPMENT AGREEMENT

This **MISSION RISE PUD DEVELOPMENT AGREEMENT** (“Agreement”) is made as of the _____ day of _____, 2023 (“Effective Date”), between the **Town of Howey in the Hills**, Florida, a Florida municipal corporation (the “Town”), and **ASF TAP FL I, LLC**, a Delaware limited liability company (the “Owner”).

RECITALS

- A. The Owner owns approximately 243 acres of property more particularly described in Attachment A to this Agreement (“the Property”).
- B. The Property is within the corporate limits of the Town. The Town has assigned the Property a future-land-use designation of Village Mixed Use and has zoned the Property for PUD - Planned Unit Development.
- C. The Owner intends to develop and use the Property as a mixed-use planned development consisting of single-family residential, civic and public uses more specifically set forth herein (“the Project”), to be known as the “Mission Rise PUD.”
- D. The Town and Owner enter into this Agreement to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Mission Rise PUD.

NOW, THEREFORE, the Town and the Owner agree as follows:

Section 1. Land development and uses. Development and use of the Property is subject to the following conditions, requirements, restrictions, and terms:

- (a) **General.** Development of the Project and use of the Property shall be governed by this Agreement, the Town’s Comprehensive Plan, the Town’s Land Development Code (“LDC”) and Code of Ordinances (“Town Code”), and all other applicable state laws and regulations and Town ordinances and rules. Where in conflict, the terms of this Agreement shall supersede and prevail over the LDC and Town Code, but only to the extent of the conflict.

In the Conceptual Land Use Plan for the Project the term “conceptual” means the location of land uses on the site, including areas for residential development, open space, stormwater management, parks, and roads in relation to the site area and other uses on the site. Subsequent plan development may refine the details based on detailed engineering design. “Conceptual” does not mean or contemplate the modification of proposed housing types or the relocation of land uses and roads other than minor adjustments dictated by engineering needs and best practices.

Unless otherwise noted, the definition of terms in this Agreement shall be the same as the definitions set forth in the LDC.

(b) **Phasing.** The Project will be developed in multiple phases, as shown on the Conceptual Land Use Plan. Each phase must be designed and built to operate independently with all necessary public services and utilities infrastructure, including roads, multimodal trails and master stormwater systems, consistent with Conceptual Land Use Plan. Revisions to the phasing schedule shall be considered as minor amendments to this Agreement, which may be approved by Town Council with no formal amendment to this Agreement required.

(c) **Purpose.** The purpose of the Mission Rise PUD is to:

1. Create an attractive and high-quality single-family housing development compatible with the scale and character of existing residential development and land uses in the Town;
2. Develop a residential area that is safe, comfortable and attractive for and to pedestrians;
3. Create a community with direct visual and physical access to open land, with a strong community identity, and with amenities in the form of community open space;
4. Provide a network of open space for future homeowners; and
5. Provide a variety of lot sizes and housing choices for diverse age and income groups and residential preferences.

(d) **Land uses.** The Conceptual Land Use Plan for the Project is contained in Attachment B and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes, civic uses, multimodal trails and approximately 65.4 acres of open space.

(e) **Development standards.**

Setbacks

The setbacks for single family residential lots shall be as shown on the Conceptual Land Use Plan for the Project.

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. Minimum lot size will be 55’ x 120’. The Project may consist of up to 592 total single-family residential detached lots of 55’ x 120’ and 75’ x 120’.

Dwelling Size

The minimum dwelling size for all single-family residences shall be 1,400 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 4,600 square feet of heated/air-conditioned space under roof.

Lot Width

The minimum lot width at building line shall be 55 feet with a minimum street frontage of 30 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 60% based on the proposed setbacks shown on the Conceptual Land Use Plan for the Project .

Height of Structures

No residential structure may exceed 35 feet in height

Building Design

Building design shall be in accordance with the Architectural Requirements of the Town’s LDC and will comply specifically with the design requirements of LDC Sections 4.06.02 and 4.06.03.

The following principles seek to promote a high-quality development that will create a sense of place and community through the development of the site.

- Housing styles, shapes and materials shall meet the Towns Land Development Regulations.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness shall be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
- Each exterior wall for a single-family home must be a minimum of two materials and a minimum of two colors. Primary facades must have one base color and a complementary wall material may be used to meet the second color requirement.
- Block face restrictions may be reduced to 300 linear feet. The same house model may not be used more than three times within a single block face. For purposes of this requirement, a different house model is a different floor plan, not the same floor plan flipped in a different direction and not the same floor plan with a different exterior treatment.

(f) **Wetlands.** Impacts to wetlands, if any, and wetland buffering shall be subject to the St. Johns River Water Management District regulations.

(g) **Potable water, wastewater, and reclaimed water.** For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and

served by the Town's potable-water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

Except as may be set forth otherwise in this Agreement, the Owner must install all on-site potable-water, wastewater, and reclaimed-water infrastructure and connect to central water and wastewater systems, and to the Town's reclaimed-water system when available at the Property boundary, all at no cost to the Town. The Owner must pay potable-water, wastewater, and reclaimed-water capital and connection charges, impact fees, and other Town rates, fees, and charges, either applicable currently or in the future.

1. *Potable Water.* The Town will provide potable water, and may in the future provide reclaimed water, to the Project in accordance with its applicable ordinances, resolutions, operating regulations, policies and procedures. The Town will provide potable water to the Property in sufficient quantities for development of the Project as contemplated herein, subject to the limitations and requirements of permits issued to the Town from time to time by the St. John's River Water Management District in connection with water consumption.

The Owner shall construct, at no expense to the Town, all off-site potable-water-system facilities, lines, pumps, valves, control structures, and appurtenances (other than water-treatment plants) necessary to serve the Project. The construction and route of off-site lines and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager. Potable water shall not be used for irrigation.

2. *Wastewater.* The Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District ("CDD") or another wastewater utility service provider with available capacity to treat and dispose the Project's wastewater ("Wastewater Utility"). The Owner must obtain from the CDD or Wastewater Utility a contract right for the Project to receive treatment and disposal of its wastewater at such provider's treatment and disposal facilities.

The Owner shall construct, at no expense to the Town, all off-site wastewater-system facilities, lines, lift stations, pumps, valves, control structures, and appurtenances (other than wastewater-treatment plants and disposal facilities) necessary to serve the Project. The construction and route of off-site lines, lift stations, pumps, and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

3. *Town Option to Oversize Water and Wastewater Lines.* Within 270 days of the effective date of the Owner's contract right to receive wastewater-treatment and -disposal service, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town's water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owners in writing of the specifications for the oversizing(s) within the 270-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation

reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

4. *Permit-Induced Costs, Restrictions, Requirements, and Risks.* Under state and federal laws and regulations, the Town may provide its potable-water and wastewater services to the Property and the Owner and its successors only if the Town first has been issued certain required permits. The Owner acknowledges that the permits are inevitably conditioned with requirements and restrictions that typically impose costs and risks. The Owner further acknowledges that, for the Town to operate its potable-water and wastewater systems in an orderly, dependable, and cost-effective manner, the Town must have the ability legally to spread the costs and risks among customers and property owners benefiting from the services. The Owner acknowledges, therefore, that (i) from time to time the Town may impose rates, fees, and charges and may issue potable-water system and wastewater-system regulations and policies that impose restrictions and requirements on its customers and benefiting property owners, such as the Owner and its successors, and (ii) so long as the Owner or successors are required to pay only their fair share for such rates, fees, and charges, then the imposition of such rates, fees, and charges and the issuance of such system regulations are not prohibited by or otherwise a breach of this Agreement.

5. *Reclaimed Water.* The Owner must install reclaimed water lines as required by the Town's Code of Ordinances, and shall obtain reclaimed-water service for the Project when the Town constructs reclaimed-water lines to the Project's boundaries. Until such time as the Town supplies reclaimed water, the Owner and its successors shall use the reclaimed water lines to irrigate properties within the Project boundaries, but only with stormwater from on-site stormwater-retention ponds or with sources other than potable water as may be approved by the Town and St. John's River Water Management District. Except for installation of reclaimed lines at the time of development as noted above, connection to reclaimed water after the development of the Project may not result in additional costs to the Owner or developer.

(h) **Solid Waste.** Solid Waste collection shall be pursuant to Town regulations.

(i) **Drainage.** The maintenance, repair, and replacement of the drainage system shall be the responsibility of the homeowners association(s).

(j) **Transportation**

Street and Sidewalks

There must be ingress and egress points to Revels Road, County Number Two Road and Orange Blossom Road at final buildout of the Project in the approximate location shown on the Conceptual Land Use Plan. The access at County Road Number Two must be a full intersection subject to review and approval by Lake County. Future access connections at the western and eastern boundaries of the property will also be provided, as shown on the Conceptual Land Use Plan, subject to further coordination with the Town on specific location of interconnections of the street network and the Owner obtaining legal access to the adjacent parcels without imposition of any fees or costs, other than customary fees and costs the Owner incurs in negotiating such access with the owners of adjacent parcels.

Revels Road and the Spine Road must have a minimum 90-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. All other internal neighborhood roads must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes, which may be reduced to 11-foot travel lanes when adjacent to on-street parking. All alley roads must have a minimum 22-foot right-of-way, curb and gutter, and a minimum 20-foot-wide pavement. Provision must be made in the rights-of-way for underground utilities.

The Project must have a connected street system that serves vehicles, pedestrians and bicycles and that connects to recreation facilities and adjacent residential/community areas. Revels Road, the Spine Road and all neighborhood roads within the Project must be public, dedicated to and maintained by the Town. No streets in the Project may be gated or otherwise restricted or obstructed by the Owner, by a homeowners' or property owners' association, or by any other person or entity.

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A multimodal trail with minimum width of twelve feet must be constructed within each phase of the Project consistent with Conceptual Land Use Plan and the Town's bicycle/pedestrian plan. The multimodal trail and all sidewalks within rights-of-way must be dedicated to and maintained by the Town.

Transportation Concurrency and Proportionate Fair Share Mitigation

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis.

If the results of the traffic-impact analysis require any mitigation for traffic generation, the Town and the Owner will work together and with any other applicable jurisdiction as required by applicable law to address such mitigation requirements through Owner's funding of its proportionate fair share of traffic improvements. Payment of the Owner's fair share must be made in pro-rata amounts upon the issuance of each building permit.

(k) **Schools.** The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

(l) **Landscaping Requirements.** All landscaping and buffer requirements shall be in accordance with the LDC and as illustrated on the Conceptual Land Use Plan with the exception of the following:

1. All buffer, street, and canopy trees planted at the Project will be a minimum of a 2" caliper;
2. the Owner shall require homebuilders to plant at least one canopy tree for each single-family lot of at least 3" DBH; and
3. the developer will replace the equivalent of 30% of total tree-inches removed.

All trees planted at the Project shall adhere to the current guidelines established by the Florida Grades and Standards for nursery-grown trees and must be Florida grade #1 or better.

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC.

(m) **Tree Protection.** Under no circumstances may any tree, regardless of size or species, be removed from any designated wetland or conservation easement. Trees proposed to be maintained on-site must comply with LDC requirements. No construction activity, equipment or material is permitted inside a tree protection barrier.

(n) **Lighting.** Decorative street lighting (Sanibel fixture, a Duke Energy standard fixture) must be installed (i) at every intersection, (ii) at the end of each cul-de-sac, and (iii) at intervals of 300 feet or as approved otherwise by the Town Manager. Street lighting must be installed by the Owner. All lighting must be directional, shielded lighting designed to minimize light pollution. All lighting must be maintained by the HOA.

(o) **Utilities.** All utilities must be underground.

(p) **Signage.** Entrance signs and informational signage may be located in buffers, setbacks/and or signage easements as approved by the Planning and Zoning Board. The Owner shall present a sign plan for review and approval by the Planning and Zoning Board with the final site plan for each phase of the Project. The Town Council has approved use by the Owner and/or builder(s) of vertical marketing flags, also known as feather banners, with the following stipulations:

1. Feather banners must be placed no less than 200 feet apart.
2. A maximum of 10 feather banners, in total.
3. Feather banners cannot be placed within the right of way.
4. Feather banners cannot be located offsite of PUD property.
5. Feather banners cannot exceed 12 feet in height.
6. Feather banners must be replaced or removed if they become faded, torn, or tattered.
7. Feather banners must be removed when 90% of the homes in the development have received building permit approval.

Billboards and pole signs are prohibited. Unless defined differently in the LDC, a pole sign is a permanent sign supported by at least one upright pole, pylon, or post secured to the ground, with the bottom of the sign face four feet or higher above the finished grade. All additional signage not previously approved must be in compliance with the requirements in the LDC.

(q) **Maintenance of Common Areas.** Maintenance of all common areas within the Project is the responsibility of the homeowners' association(s) for the affected subdivision.

(r) **Prohibited Uses.** No manufactured or modular homes are allowed.

Section 2. Amendments. Any amendments to the Conceptual Land Use Plan that occur after the effective date of this Agreement shall take effect only if and when approved by the Town

Council or Town staff as applicable. Major amendments shall include items such as changes to the location of individual land uses; any increase in the total number of residential units; or relocation of roads and routes for pedestrian and bicycle facilities. Major amendments shall be approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s). Minor amendments shall include items such as minor adjustments of roads, trails and pedestrian ways based on more detailed site-specific data; modifications to the phasing schedule; adjustments to utility locations based on more detailed engineering data; or adjustments to parks and open space based on more detailed subdivision design. Minor amendments may be approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager. Minor amendments to the Conceptual Land Use Plan shall automatically be incorporated into this Agreement and shall modify or replace the Conceptual Land Use Plan in Attachment B to the extent of such amendment to the Conceptual Land Use Plan, without the necessity for an amendment to this Agreement.

Section 3. Notices. All notices or payments required to be made hereunder shall be made at the following addresses:

- To Town: Sean O’Keefe, Town Manager
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
sokeefe@howey.org
- With copies to: John Brock, CMC, Town Clerk
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
jbrock@howey.org
- Thomas J. Wilkes, Town Attorney
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801
twilkes@gray-robinson.com
- To Owner: Jason Humm
1170 Peachtree Street NE, Suite 1150
Atlanta, GA 30309
jhumm@turnstonegroup.com
- With copies to: Rhea Lopes, AICP
RVI Planning + Landscape Architecture
10150 Highland Manor Dr, Suite 450
Tampa FL 33610
rlopes@rviplanning.com

Mike Ripley
Land Advisors
399 Carolina Ave, Suite 200
Winter Park, Florida 32789
MRipley@landadvisors.com

Jonathan Huels
Lowndes
215 North Eola Drive
Orlando, Florida 32801
Jonathan.huels@lowndes-law.com

Section 4. Severability. If any provision or portion of this Agreement is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Agreement shall remain in full force and effect. To that end, this Agreement is declared to be severable.

Section 5. Binding Effect. This Agreement runs with the land and is binding on and enforceable by and against the parties hereto and all their successors in interest. However, no Lot Owner shall have the obligations imposed on the Owner as the developer of the Project under this Agreement. For that purpose, a “Lot Owner” means an end-user of a lot created within the Property with a completed residential unit constructed thereon, for which a certificate of occupancy has been issued. Each party covenants to each other party that this Agreement is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

Section 6. Negotiated Agreement. The land uses, densities, intensities, and other conditions of approval of the Project have been negotiated and agreed to by the Owner and the Town. The Conceptual Land Use Plan and this Agreement together constitute an agreement between the parties with the knowledge that the Owner’s successors in title, the future homeowners, and other landowners within the Property, as well as the Town and its affected property owners and residents, all will rely justifiably on the agreed-to land uses, densities, and intensities authorized hereby for the Property. For that reason, the Owner and the Owner’s successors in interest have the contract right to develop the PUD with the uses, densities, and intensities approved by the Town, subject to the restrictions and requirements in the conditions of approval set forth in this Agreement. Neither the Owner (and its successors in interest) nor the Town shall have the right in the future to rezone or downzone the property, or otherwise alter the uses, densities and intensities, or delete, waive or amend any conditions of approval except through an amendment to the Plan negotiated and approved by the Town Council and the owner of the then-subject parcel. This section shall survive the termination and expiration of this Agreement.

Section 7. Homeowners’ Association(s).

(a) **Association Responsibilities.** A homeowner’s association and/or a property owner’s association (“HOA”) must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for

maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

(b) **Requirement for Plat Recording.** Before a plat may be recorded for the Property and the Project, the Owner shall furnish to the Town copies of the pertinent documents for the homeowners' or property owners' association or associations, plus the covenants, conditions and restrictions for the Property, setting forth the requirements and restrictions enumerated in this section 7 and other applicable parts of this Agreement.

Section 8. Additional Requirements.

(a) **Letter of credit.** Construction and dedication to the Town of the public facilities and improvements required under this Agreement for each phase of the Project will be a condition precedent to final plat approval for such phase. In lieu of construction and dedication, however, the Owner may post a letter of credit or performance bond with the Town for 125% of the cost of such improvements not completed at the time of plat, in which event this condition precedent to final plat approval will be deemed satisfied.

(b) **Conveyances to the Town.** Property dedicated or otherwise conveyed to the Town under this Agreement must be free and clear of encumbrances unless and to the extent an encumbrance is acceptable to the Town. Encumbrances discovered after the Effective Date of this Agreement must be removed or resolved by the Owner or its successor developer prior to dedication or conveyance of the affected property to the Town.

(c) **Changes in status of land.** Until completion of the Project, the Owner or its successor developer of the Project has a continuing duty (i) to disclose promptly to the Town all changes in ownership, encumbrances, and other matters of record affecting the Property and (ii) to resolve all issues, title or otherwise, that may be identified by the Town as a result of such changes. Failure to disclose such changes or to resolve resulting issues may result in delay in issuance of development permits.

(d) **Developer representations binding.** If at Town Council hearings on the approval of the Project the Owner makes a written or oral promise or representation, and if the promise or representation was relied upon by Town Council in approving the Project or otherwise acted to induce or materially influence Town Council in its vote to approve the Project, the promise or representation is a condition of approval of the Project. The promise or representation is binding on the Owner and its successors and enforceable by the Town against the Owner and its successors as if set forth fully in this Agreement.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any judicial proceeding pertaining to the Agreement shall be in the Fifth Judicial Circuit of Florida, in Lake County, Florida.

Section 10. Effective Date; Termination.

(a) **Effective Date.** This Agreement shall take effect upon the Effective Date above, or on the date when it has been executed by both the Town Council and the Owner, whichever is later.

(b) **Termination.** This Agreement shall remain in effect unless and until terminated under one of the following conditions:

1. If as of the second anniversary of the Effective Date of this Agreement an Owner's contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this Agreement by vote of its Town Council. The vote must occur no later than (i) the third anniversary of the Effective Date or (ii) the CDD Contract Date, whichever occurs first. The "CDD Contract Date" is the date on which the Owner's contract right to treatment and disposal services by the CDD takes effect.

2. If as of the second anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this Agreement by vote of its Town Council. The vote must occur no later than (i) the third anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first.

3. If as of the fifth anniversary of the CDD Contract Date no building permit for a residential unit in the second phase of the Project has been issued, the Town may terminate this Agreement by vote of its Town Council, but only as it applies to development of the second phase. The vote must occur no later than (i) the sixth anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the second phase, whichever occurs first. Termination of the Agreement for this reason will not act to preclude the Owner or its successor from completing the first phase of the Project.

4. If as of the tenth anniversary of the CDD Contract Date no building permit for a residential unit in the third phase of the Project has been issued, the Town may terminate this Agreement by vote of its Town Council, but only as it applies to development of the third phase. The vote must occur no later than (i) the eleventh anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the third phase, whichever occurs first. Termination of the Agreement for this reason will not act to preclude the Owner or its successor from completing the first or second phase of the Project.

Termination of this Agreement, in whole or in part, under this section shall be without prejudice to the Owner or its successor to apply for Town approvals to undertake or continue development of the Property in accordance with the circumstances and land-development regulations then existing in the Town.

Section 11. Recording. This Agreement shall be recorded by the Town, at the Owner's expense, in the Public Records of Lake County, Florida, and shall constitute a covenant running with the land.

Section 12. Authority. This Agreement is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter

166, Florida Statutes), and the Town's Charter. This Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated herein. It supersedes all prior understandings or agreements between the parties relating to the Property and the Project. No amendment to the terms of this Agreement shall be effective unless in writing signed by all parties hereto. Amendments to this Agreement will take effect and will be binding against the Town only if approved by a vote of the Town Council.

Section 14. Waiver. The failure of a party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms hereof. However, any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Agreement or the Town's LDC will be valid and binding against the Town only if approved by a vote of the Town Council.

[Signature pages follow]

IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date or, if later, the date by which both parties have fully executed this Agreement.

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

By: its Town Council

By: _____
Hon. Martha McFarlane, Mayor

Attest:

By: _____
John Brock, CMC, Town Clerk

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

Thomas J. Wilkes, Town Attorney

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2023, by Martha McFarlane, as Mayor of the Town of Howey in the Hills.

(SEAL)

Signature of Notary

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 A
To
MISSION RISE PUD DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

Attachment B
To
MISSION RISE PUD DEVELOPMENT AGREEMENT

CONCEPTUAL LAND USE PLAN