



Development Review Committee

May 11, 2022 at 2:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.
Howey-in-the-Hills, FL 34737

Join Zoom

Meeting: <https://us06web.zoom.us/j/81219425890?pwd=MFVLCjZNUmdVeWgreHIvOVhLbVdhdz09>

Meeting ID: 812 1942 5890 | **Passcode:** 026661

CALL TO ORDER ATTENDANCE

NEW BUSINESS

- 1.** Discussion: **Final Site Plan Application for Howey Self Storage Development.**
- 2.** Discussion: **Annexation Annexation Daryl Carter Property**
- 3.** Discussion: **Pre-Application review for latest Mission Rise Submittal**

PUBLIC COMMENTS

Any person wishing to address the Development Review Committee and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.

ADJOURNMENT

To Comply with Title II of the Americans with Disabilities Act (ADA):

Qualified individuals may get assistance through the Florida Relay Service by dialing 7-1-1. Florida Relay is a service provided to residents in the State of Florida who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled that connects them to standard (voice) telephone users. They utilize a wide array of technologies, such as Text Telephone (TTYs) and ASCII, Voice Carry-Over (VCO), Speech to Speech (STS), Relay Conference Captioning (RCC), CapTel, Voice, Hearing Carry-Over (HCO), Video Assisted Speech to Speech (VA-STS) and Enhanced Speech to Speech.

Howey Town Hall is inviting you to a scheduled Zoom meeting.

Topic: DRC Meeting

Time: May 11, 2022 2:00 PM Eastern Time (US and Canada)

Join Zoom Meeting <https://us06web.zoom.us/j/81219425890?pwd=MFVLCjZNUmdVeWgreHIvOVhLbVdhdz09>

Meeting ID: 812 1942 5890
Passcode: 026661

Dial by your location
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)

Meeting ID: 812 1942 5890
Passcode: 026661
Find your local number: <https://us06web.zoom.us/j/81219425890>

Please Note: In accordance with F.S. 286.0105: Any person who desires to appeal any decision or recommendation at this meeting will need a record of the proceedings, and that for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The Town of Howey-in-the-Hills does not prepare or provide this verbatim record. Note: In accordance with the F.S. 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737, (352) 324-2290 at least 48 business hours in advance of the meeting.



TMHConsulting@cfl.rr.com
97 N. Saint Andrews Dr.
Ormond Beach, FL 32174
PH: 386.316.8426

Comments

MEMORANDUM

TO: Howey-in-the-Hills Development Review Committee
CC: J. Brock, Town Clerk; S. O'Keefe, Town Administrator
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: Howey Self Storage Site Plan
DATE: May 4, 2021

This review is based on the plans submitted April 5, 2022 and the original concept plan set prepared by Boyer Singleton which remains the approved concept plan for the project. The proposed Howey Self Storage project is part of the master development agreement which encompasses all of The Reserve project, and the parcels included in the master plan but owned by other entities.

Planning Considerations

1. Please provide a survey as a separate page. It was very difficult to review the survey when it was used as a base for other pages.
2. Please make sure the plans include the following required site plan data. Dimensions of all buildings, parking calculations, stop signs and stop bars, etc. Review Section 4.03.18 to check that all applicable items have been included.
3. The plan set shows intersection improvements on SR 19 at the Florida Avenue/Venezia Boulevard intersection. Are these improvements part of the proposed project? Is FDOT requiring these improvements?
4. The plan set shows a building concept that follows the design component of the development agreement. Verification of the building design details will be done with the application for the building permit. The applicant needs to be careful to include the detailed design elements with the building construction plans.
5. The construction of the sidewalk on SR-19 is required by the project. Section E on page 4 covers the sidewalk area but does not show the sidewalk as part of the cross-section. Please update the cross-section to show the sidewalk. (This same cross-section appears with the landscape plans and needs to be corrected in all locations.)

6. The sign needs to be setback at least 10 feet from the south property line. Landscaping should be included around the base of the sign.
7. It looks like one of the pole-mounted lights at the front of the project is located in the driveway entrance. Please move the pole to a safer location.

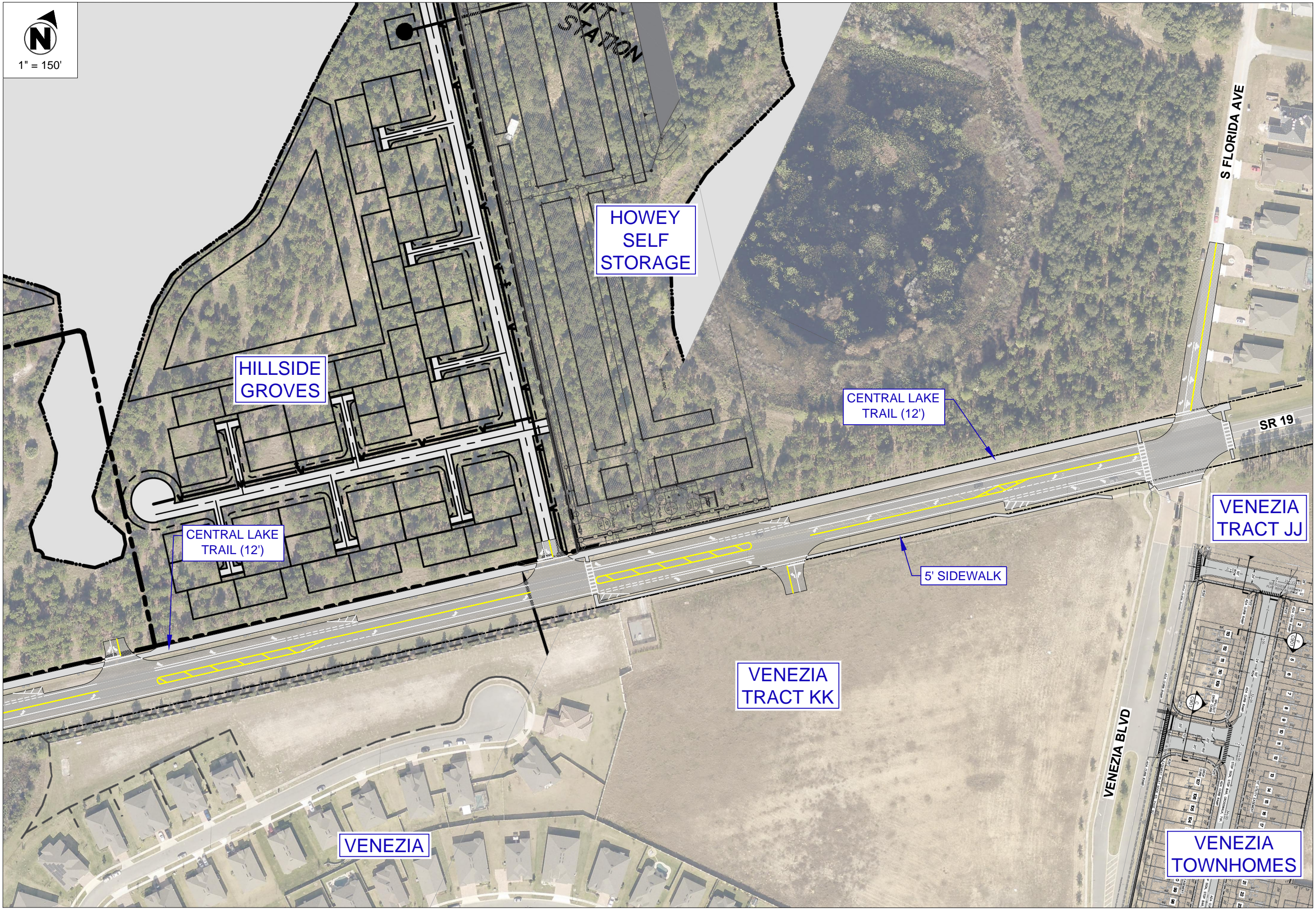
Landscaping and Irrigation Considerations

1. The landscape plans need to be sealed by a qualified landscape architect unless the applicant can document an exception to this requirement.
2. Buffer requirements per code are a minimum of 15-feet when adjacent to a street and 10-feet when adjacent to an interior property line. The Boyer Singleton Plan called for a 10-foot buffer on the south side of the property, and the Boyer Singleton plan will be applied. The most recent plans have eliminated the planting in the buffer, and the plantings need to be restored consistent with the buffer content requirements. Section A on page 4 shows trees, but these are not shown on the landscape plans. As shown the trees are too close to the wall and need to be moved outboard.
3. The applicant should dimension the front buffer and document the specified width of the buffer on SR-19. The application of the 75-foot setback from the SR-19 centerline was based on increased landscaping, and this consideration should be included in the front buffer analysis. The applicant needs to document the plant content in the front buffer meets the code requirements.
4. The SR 19 buffer should present more of a free-flow layout. Mass some of the shrubs into planting beds and place some of the understory trees into groupings.
5. The swales in the front buffer and the side buffer are negatively impacting the landscape design, the swales need to be removed.
6. The code for non-residential buffers requires one canopy tree, two understory trees and 30 linear feet of shrubs per each 50 linear feet of buffer. The planting plan needs to be amended to conform to these requirements.
7. Landscaping for the parking area with the office needs further modification. The landscaped islands require ground cover and shrubs per 7.05.01 B. Just showing mulch is insufficient.
8. The Town has recently adopted revised irrigation standards, and the plan is being reviewed for compliance with these standards.
9. Is there another feasible water source for irrigation other than potable water?

10. Earlier reviews noted at least one large tree (30-inch camphor) near the perimeter of the retention area. Is this tree still present on site? Do the plans show preservation of the tree?

May 6, 2022
Howey Self Storage
Engineering Review Comments
Page 1

1. The plan needs to incorporate the town's new standard details.
2. The proposed access drive from the site is too close to SR 19. It needs to be moved further away from the right-of-way/property line to allow for vehicle movement into and out of the site as well as vehicle queuing on the Hillside Groves (Reserve) road connecting to SR 19.
3. Provide a vehicle turning evaluation of the project. Demonstrate for the entrance and the internal areas of the site, that it can be successfully navigated by a passenger vehicle pulling and trailer and a fire truck.
4. Will this project construct the road segment connecting to SR 19? If so, it needs to conform to the attached concept plan for SR 19 improvements.
5. Remove the drainage swale from the landscape buffer.
6. Provide crosswalk striping between the onsite curb ramps.
7. Field-locate the existing 4" water main from your project's SW corner to the east side of Florida Avenue and add it into your offsite improvement plan. Depending on its location, the town may choose to keep it operational. If it is not needed, the unused portion should be removed, and not abandoned in place.
8. Show on the plan how and where the exiting 4" will tie in to the new 12". It should be west of the new road connection.
9. Update the Utility Connection Detail on sheet 6 to add the ex. 4" WM, correct the new WM size, remove the FM connection note.
10. Identify on the plan the water main jumper locations and BacT testing points. Add the town's temporary jumper detail PW-5A



Item 1.

DONALD A. GR

FLORIDA 036799

GRIFFEY ENGINEERING, INC.

36202 East Eldorado Lake Dr.

EUSTIS, FLORIDA 32736

(352) 589-2368

TOWN OF

HOWEY-IN-THE-HILLS

101 N. PALM AVENUE

P.O. BOX 128

HOWEY-IN-THE-HILLS, FL 34737

(352) 324-2290

SR 19

REVELS RD. TO FLORIDA AVE.

INTERSECTION IMPROVEMENTS

CONCEPTUAL PLAN

Date	Drawn By:
	DAG
	Drawing #:
	Intersections
	Project #:
	15028
	Scale:
04/13/2022	AS



june engineering
consultants, inc.

April 4, 2022

John Clark, City Clerk
Planning Department
Town of Howey in the Hills
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737

RE: HOWEY SELF STORAGE

Mr. Clark,

Please accept this letter and attachments as our response to the DRC comments dated May 13, 2021. We have addressed each comment below as they appeared in the DRC memorandum.

TMH Consulting, Inc.

Major Development Issue

1. There is one major development issue which needs to be resolved regarding access to The Reserve project and Howey Self Storage from SR 19. The site plan under consideration shows a driveway access point consistent with the Boyer Singleton plan, however, the pending amendment to The Reserve project shows a proposed street access adjacent to the southern boundary of the Howey Self Storage parcel. FDOT is unlikely to consider permitting both access point. The Reserve amendment shows planned access for the Howey Self Storage project from the proposed road.

The applicant needs to work with the property owner of the residential portion of the project to work out a satisfactory solution to the access problems. Since The Reserve residential amendment is proceeding concurrently with the proposed self-storage site plan, there should be ample opportunity to work out a satisfactory resolution.

RESPONSE: We are working with the Town and Developer with the hopes of amending all agreements. We would like the town to accept our proposed tie in point in conjunction with the approval of the Lennar's proposed amended PD. We also need to address and have concerns with access to our other tract within the PD labeled "Institution" on the original and present PD plan.

Other Planning Considerations

1. The applicant still needs to produce a letter or other permission to construct improvements related to retention pond 15.

RESPONSE: The existing and amended agreements should provide rights to Pond 15 for Eagles Landing LLC. We have also revised the plan so that the drainage for our storage site is treated entirely on our site.

2. The plan set shows intersection improvements on SR 19 at the Florida Avenue/Venezia Boulevard intersection. Are these improvements part of the proposed project? Is FDOT requiring these improvements?

RESPONSE: The locations of the existing water mains were based on the Venezia as-built plans.

3. The traffic impact calculation appears to use a total traffic generation rate for a Saturday rather than a weekday. The weekday total trip factor is 1.51 yielding 145 total trips with 19 trips being in the AM Peak Hour and 19 trips being in the PM Peak Hour. The outcome is the same, but the data should be correct.

RESPONSE: The traffic calculation on sheet 3 has been revised.

4. Total parking space calculation is 74 spaces. Only one handicapped parking space is shown at the office area which acceptable, but to meet code for total parking spaces, three handicapped spaces are required.

RESPONSE: Plans have been revised to show 3 handicap parking spaces.

5. The proposed dumpster location and enclosure is at the far end of phase two. How is solid waste disposal to be provided until phase two is constructed?

RESPONSE: A temporary dumpster pad has been added at the phase line for phase 1 construction on sheet 3.

6. The Town and the applicant need to document a process for verifying compliance with the building design requirements prior to the issuance of a building permit for construction.

RESPONSE: Upon approval of the site plan even with the condition of the Town's approval of the building facades, we will submit building plans for review. We would like to know all site plans are approved before the expense of the building plans.

7. The response letter states that interior lighting is pole mounted rather than building mounted. Is this correct? This seems like a lot of poles, and the lighting layout looks different than pole mounted lights.

RESPONSE: The photometric plans show that the lighting to be building mounted. Sorry for the confusion.

Landscaping and Irrigation Considerations

1. Buffer requirements per code are a minimum of 15-feet when adjacent to a street and 10-feet when adjacent to an interior property line. The Boyer Singleton Plan called for a 10-foot buffer on the south side of the property, and the Boyer Singleton plan will be applied. The buffer along SR 19 is less clear on the data available. The applicant should dimension the front buffer and document the specified width of the buffer on SR-19. The application of the 75-foot setback from the SR-19 centerline was based on increased landscaping, and this consideration should be included in the front buffer analysis.

RESPONSE: We currently have a 22 foot buffer along the front of our parcel but over by pond 15 there really is no additional buffer, the plants in that area are shown along the top of the berm. Also, since

they stated that the Boyer Singleton plan will be used along the south side we removed all plantings in that area.

2. The code for non-residential buffers requires one canopy tree, two understory trees and 30 linear feet of shrubs per each 50 linear feet of buffer. The planting plan needs to be amended to conform to these requirements.

RESPONSE: Landscape plan has been revised to meet this requirement.

3. Landscaping for the parking area with the office needs to be modified to conform to code. Each terminal island needs to have one canopy tree. The present plan shows understory trees. The terminal islands call out sod. This should be replaced with shrubs and mulch as the location is inappropriate for sod.

RESPONSE: Landscape plan has been revised to meet this requirement.

4. The Town has recently adopted revised irrigation standards, and the plan is being reviewed for compliance with these standards.

RESPONSE: Irrigation plan, sheet I-1 has been added to the plan set to be consistent with City code.

5. Is there another feasible water source for irrigation other than potable water?

RESPONSE: We do have an existing 10 inch well with pump located on the south side of the property that we may be able to utilize.

Engineering Comments

1. The site plan calls out a 4-inch force main while the lift station plan calls out a 3-inch force main. Is the 4-inch force main planned for other development?

RESPONSE: The lift station plan has been revised to show a 4 inch force main.

2. The existing force main at Florida Avenue is 8-inches.

RESPONSE: We have revised plan to connect to existing force main across SR19. The existing force main on the southeast side of SR19 is 6 inches.

3. Wouldn't it be easier and cheaper to directional bore the force main under SR-19 and tap into the 6-inch force main on the opposite side of SR-19 from this site.

RESPONSE: Plans have been revised to show connection to existing 6" force main on other side of SR19.

4. The plan for the 12-inch water main needs to show the existing 4-inch main and what, if anything, is proposed for it.

RESPONSE: We will tie 4" watermain on the southern extension end of 12" watermain and then cap the ends and abandon the parallel portion on the 4" watermain.

5. Identify on the plan the water main the jumper locations and Bac-T testing points.

RESPONSE: Temporary jumper connection at the POC, as well as the sample points (SP-1, SP-2 and SP-3) have been called out on sheet 6 of the revised plans.

6. Is the utility connection detail on Sheet 6 based on field locates of the existing underground utilities? If not, it needs to be.

RESPONSE: Our surveyor has verified the existing utilities, which are reflected on these revised plans.

Additional Comments

1. Note 13 states that all areas except for retention pond are to be irrigated. Plans to not reflect this. Show all irrigation proposed to be installed.

RESPONSE: Note has been removed.

2. Please submit a signed irrigation affidavit.

RESPONSE: Irrigation affidavit will be provided once the irrigation system has been installed and inspected.

3. Please add the following note to the plans. "Final irrigation plan approval does not provide exemption from the Town's irrigation standards. Any deviation from the Town's standards must be requested and approved in writing prior to installation."

RESPONSE: Note added to irrigation plan.

We hope that all the information you need has been provided and will allow for your approval. If you have any questions or comments, please feel free to contact our office at your earliest convenience. Thank you.

Sincerely,

Jeffrey A Sedloff

Jeffrey A. Sedloff, P.E.
JUNE ENGINEERING CONSULTANTS, INC.

12-9-2021

Record and Return to:

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

Electronically recorded in Lake
County, FL on 2/25/20 22
at Book 5903, PG 1507

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

AMENDED AND RESTATED DEVELOPER'S AGREEMENT

THE RESERVE AT HOWEY-IN-THE-HILLS

This **AMENDED AND RESTATED DEVELOPER'S AGREEMENT** for **THE RESERVE AT HOWEY-IN-THE-HILLS** ("Agreement") is made as of the 8th day of November, 2021, among the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation, whose address for purposes of this Agreement 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 Agreement is P.O. Box 770609, Winter Garden, Florida 34777, **Howey In the Hills, Ltd.**, a Florida limited partnership, whose address for purposes of this Agreement is 10165 NW 19th Street, Miami, Florida 33172 and **REO Funding Solutions, IV, LLC**, a Georgia limited liability company whose address for purposes of this Agreement is 100 N Tampa ST Suite 1850, Tampa, Florida 33602 (collectively, the "Owners").

RECITALS

A. The Owners are the owners of an approximately 378-acre parcel of property more particularly described on **Exhibit "A"** ("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 Property is subject to The Reserve at Howey-in-the-Hills Developer's Agreement, among the Town, Florida, Eagle's Landing at Ocoee, Inc., a Florida corporation, and Howey-in-the-Hills, Ltd., a Florida limited partnership, recorded July 30, 2007, in Official Records Book 3480, Page 221 of the Public Records of Lake County, Florida, and the Owners and the Town desire to amend and restate same.

D. The Owners intend 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 herein ("the Project").

12-9-2021

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

AMENDED AND RESTATED DEVELOPER'S AGREEMENT

THE RESERVE AT HOWEY-IN-THE-HILLS

This **AMENDED AND RESTATED DEVELOPER'S AGREEMENT** for **THE RESERVE AT HOWEY-IN-THE-HILLS** ("Agreement") is made as of the 8th day of November, 2021, among the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation, whose address for purposes of this Agreement 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 Agreement is P.O. Box 770609, Winter Garden, Florida 34777, **Howey In the Hills, Ltd.**, a Florida limited partnership, whose address for purposes of this Agreement is 10165 NW 19th Street, Miami, Florida 33172 and **REO Funding Solutions, IV, LLC**, a Georgia limited liability company whose address for purposes of this Agreement is 100 N Tampa ST Suite 1850, Tampa, Florida 33602 (collectively, the "Owners").

RECITALS

A. The Owners are the owners of an approximately 378-acre parcel of property more particularly described on **Exhibit "A"** ("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 Property is subject to The Reserve at Howey-in-the-Hills Developer's Agreement, among the Town, Florida, Eagle's Landing at Ocoee, Inc., a Florida corporation, and Howey-in-the-Hills, Ltd., a Florida limited partnership, recorded July 30, 2007, in Official Records Book 3480, Page 221 of the Public Records of Lake County, Florida, and the Owners and the Town desire to amend and restate same.

D. The Owners intend 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 herein ("the Project").

E. The Town and the Owners desire to enter into this Agreement in order to set forth the negotiated terms and conditions of approval for the development of the Property.

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 Agreement 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. This Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act.
3. Relationship to Land Development Regulations. The Owners shall abide by and comply in all respects with the requirements of the Town's Land Development Regulations, including without limitation, those pertaining to planned unit developments and this Agreement. However, in the event of conflict between this Agreement and the Town's Land Development Regulations, this Agreement shall control to the extent of such conflict.
4. Amendment and Restatement of Prior Developer's Agreement. The Owners or their predecessors in interest previously entered into The Reserve at Howey-in-the-Hills Developer's Agreement, among the Town, Eagle's Landing at Ocoee, Inc., a Florida corporation, and Howey-in-the-Hills, Ltd., a Florida limited partnership, recorded July 30, 2007 in Official Records Book 3480, Page 221, of the Public Records of Lake County, Florida ("2007 Agreement"). The Owners and the Town desire to amend and restate that 2007 Agreement as set forth herein.
5. Howey in the Hills PUD Plan. The Owners shall develop the Property in compliance with **The Reserve At Howey in the Hills PUD** prepared by Connelly & Wicker, Inc., for the Project and approved by the Town concurrently herewith and attached hereto as **Exhibit "B"** and incorporated herein by reference (the "Plan"). However, in the event of conflict between this Agreement and the Plan, this Agreement shall control to the extent of such conflict.

As depicted on the Plan, the Owners shall have the right to develop the Property with up to 740 single-family residential units, comprised of a mix of detached and attached (townhomes) units, and up to 105,716 square feet of Office/Storage use. The Owners may develop the Property with up to 300,000 square feet of Retail/Office Commercial use and up to 100,000 square feet of Institutional use in conformance with both the Plan and the building pads, building elevations, and square footages set forth on **Exhibit "C"** and **Exhibit "D"** to this Agreement.

Any amendments to the 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 using the same procedure as for adoption of this agreement. 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 Council or Town staff as applicable. Minor amendments to the Plan shall automatically be incorporated into this Agreement and shall modify or replace the Plan to the extent of such amendment to the Plan, without the necessity for an amendment to this Agreement. Whether a proposed amendment is major or minor under this Agreement shall be determined by the Mayor or his/her successor.

The Town hereby acknowledges and agrees that the Project, as depicted on the Plan (and any amendments to the Plan, which amendments must first be approved by the Town Council), is consistent with its Comprehensive Plan and Land Development Regulations. The proposed plans as presented in Exhibit B shall be deemed to meet the requirements for a preliminary subdivision plan provided that a complete survey with boundaries, topography and trees is presented with each phase of the project proposed for approval of a final subdivision plan or final site plan.

Unless the Town Council grants an extension of time, the Owners shall submit a final subdivision plan or final site plan for Phase I or at least one other Phase as designated on the Plan to the Town within eighteen months following the date of execution of this Agreement.

6. Phasing Schedule. The phasing schedule shall be as shown on the Plan. It is recognized that this Phasing Schedule is general in nature and may be modified by notification to the Town and approved by the Town as a minor amendment to this development agreement. The Owner agrees to include the completion of the spine road from the Phase 1 boundary to Number Two Road as part of the Phase 1 improvements.

7. Signage. Entrance signs and informational signage may be located in buffers, setbacks and/or signage easements as approved by the Planning and Zoning Commission.

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

9. Setbacks.

9.1 SR 19 Setbacks. All buildings shall have a minimum setback distance of 100 feet from the centerline of State Road 19; provided, however, the minimum setback requirement may be reduced to 75 feet from such centerline if a landscape-buffer easement is utilized, which buffer contains, at a minimum, a similar planting schedule and requirement as that approved by the Town for the Venezia South project located adjacent to the Property to the east.

9.2 Perimeter Setbacks. Perimeter setbacks shall as identified in the approved Plan.

9.3 Wetlands Setbacks. Wetlands setbacks shall be as required by the St. Johns River Water Management District.

10. Water, Wastewater and Reclaimed Water Service. The Owners currently have a contract with the Central Lake Community Development District ("CDD") under which the Project will receive wastewater treatment and disposal services from the CDD's wastewater facilities. The Town shall provide potable water and reclaimed water in accordance with all applicable ordinances, resolutions, operating regulations, policies and procedures. Except as may be set forth otherwise in this Agreement, the Owners shall install on-site facilities, connect to the Town's systems, and pay applicable capital and connection charges and other Town rates, fees, and charges.

10.1 Reclaimed Water. The Owners shall install reclaimed water lines, as required by the Town's Code of Ordinances, and shall obtain reclaimed water service for the Project at such time the Town constructs its reclaimed water lines to the Project's boundaries. Until such time as the Town supplies reclaimed water, the Owners may use the reclaimed water lines to irrigate properties within the Project boundaries with stormwater from on-site wet stormwater detention ponds or alternative and available sources acceptable to Owners and the Town.

10.2 Water.

i. Water Service. If and to the extent allowed by, and subject to the limitations and requirements of, the permits issued to the Town from time to time by the St. John's River Water Management District in connection with water consumption, the Town shall provide potable water service to the Property in sufficient quantities as to allow for development of the Project as contemplated herein. Notwithstanding the foregoing, the Town acknowledges and agrees that it has the actual capacity to serve the Property with potable water service in sufficient quantities as to allow for development of the Project as contemplated herein and that such capacity shall be reserved upon the payment of impact fees to the Town.

The Owners shall construct, at their expense, the facilities (exclusive of water treatment plants), lines and appurtenances necessary to serve the Project. The route of any off-site lines shall be according to engineering plans produced by the Owners and approved by the Town Council, which approval shall not be unreasonably withheld, conditioned or delayed. If roads within the Project are private, the Owners shall provide the utility owner with utility easements for waterlines and sewer lines.

ii. Town's Option to Oversize Water Lines. Within ninety (90) days of the date of this Agreement, the Town Council may elect to oversize such lines, improvements or appurtenances for the Town's use in the expansion of its potable water system and will inform the Owners in writing of the specifications for such oversizing. In the event the Town so elects to oversize such improvements, then the Town shall be responsible for the difference in the cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owners to the Town, and approved by the Town Council, which approval shall not be unreasonably withheld, conditioned or delayed. The Town

shall reimburse the Owners for the difference in such costs in the form of cash. The Town shall make such reimbursement to the Owners within sixty (60) days following a written request therefor from the Owners, accompanied by such supporting documentation as is reasonably necessary to demonstrate that the Owners have incurred and paid the costs which are attributable to such over-sizing in keeping with the plans and cost estimate previously approved by the Town Council.

iii. Permit-Induced Costs, Restrictions, Requirements, and Risks.

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

iv. Water Meters and Reuse Meters: In lieu of individual water meters and reuse water meters for each property served, the Owners may propose and the Town may approve the use of master meters for either or both water and reuse water services.

10.3 Wastewater. The parties acknowledge and agree that the Owners have entered into that certain Agreement and Commitment for Utility Services, dated June 21, 2005 (the "Utilities Commitment"), with the CDD, the terms of which provide, in relevant part, that the Project will receive wastewater treatment and disposal service from the wastewater facilities of the CDD.

The Owners acknowledge that (i) from time to time the Town may impose fees and charges and may issue wastewater-system regulations and policies that impose restrictions and requirements on its wastewater customers and benefiting property owners, such as the Owners, and (ii) the imposition of such fees and charges and the increase of such regulations are not prohibited by or otherwise a breach of this Agreement.

11. Owner's Associations.

11.1 Association Responsibilities. The Owners or a homeowner's association and/or a property owner's association created by the Owners, but not the Town, shall be responsible for maintaining any and all parks, open space areas, streetlights, stormwater

management areas, entrance features, boundary walls and/or fences, access tracts and landscaped tracts within the Project. The Town shall maintain waterlines within the Project and the sewer lines which serve the property within the Project.

11.2 Requirement for Plat Recording. Before a plat may be recorded for the Property and the Project, the Owners shall furnish to the Town copies of the pertinent documents for the homeowners' or property owners' association and the covenants, conditions and restrictions for the Property, setting forth the requirements and restrictions enumerated in this section 11 and other applicable parts of this Agreement.

12. Streets, Sidewalks, and Parking.

12.1 Streets. All streets shall be public and shall be dedicated to and maintained by the Town, with the exception of alleys as defined and depicted on Exhibit B, which shall be private and maintained by a homeowners' association and/or a property owners' association. No streets in the Project may be gated or otherwise restricted or obstructed by the Owners, by a homeowners' or property owners' association, or by any other person or entity.

12.2 Sidewalks. All sidewalks within rights-of-way shall be dedicated to and maintained by the Town.

13. Utility Easement. Prior to the issuance of a building permit for any given phase of the Project, the Owners shall convey to the Town a five-foot (5') utility easement to be located adjacent to, and on both sides of, the right-of-way of any street (public or private) serving such phase of the Project. The planting of trees within any such easement shall be prohibited.

14. Irrigation. On-site wet ponds shall be used to irrigate the common landscaped areas, unless prohibited by the St. John's River Water Management District.

15. Necessity of a Letter of Credit. Construction and dedication to the Town of any new public facilities or improvements that are required to be constructed as part of this Agreement will be a condition precedent to final plat approval; provided, however, in lieu of such construction and dedication, the Owners may post a letter of credit with the Town for one hundred twenty-five percent (125%) of the cost of such improvements, in which event the condition precedent to final plat approval will be deemed satisfied.

16. Transportation. The Owners have submitted to the Town a traffic analysis prepared by Traffic & Mobility Consultants, LLC and dated November 2021 (the "Study"). If the results of the Study require any mitigation for traffic generation, the Town and the Owners work together and with any other applicable jurisdiction as required by applicable law to address such mitigation requirements. Any connections to SR-19 shall be approved by permit from the Florida Department of Transportation and any connection to Number Two Road shall be approved by permit from Lake County.

17. School Concurrency. The Project shall be placed on the Town's "exempt" status list to be provided to Lake County and exempted from school concurrency requirements if the following requirements are completed on or before the date that the school concurrency element is adopted by the Town: (i) the Project has Preliminary Plan approval with no outstanding

conditions, and (ii) this Developer's Agreement has been finalized and executed by all parties hereto. Inclusion on the "exempt" status list will not guarantee that the Project will remain on the list until after a formal determination has been rendered by the Town Council as to whether the Project is vested for school concurrency purposes in accordance with Florida law. With submittal of the initial final subdivision plan or site plan, the Owner shall provide written confirmation from the School Board of Lake County confirming the Project's exempt status or otherwise meeting the concurrency requirements of the District.

18. Binding Effect. This Agreement is binding upon and enforceable by and against the parties hereto and their successors in interest. This Agreement runs with the land and is binding on and enforceable by and against all successors in interest. However, no Lot Owner shall have the rights or obligations of the Owners 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. Finally, no persons or entities other than the Owners and the Town and their respective successors in interest have any rights under this Agreement. To that end, the parties declare there are no third-party beneficiaries.

19. 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

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

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

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

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

Lennar
Attn. Mark McDonald
6675 Westwood Boulevard, 5th Floor
Orlando, Florida 32821
Mark.McDonald@Lennar.com

To Owner: REO Funding Solutions IV
100 N Tampa ST
Suite 1850,
Tampa, FL 33602

With copies to: Turnstone Group
Attn: Jason Humm
1170 Peachtree St. NE, STE 1150
Atlanta, Georgia 30309
jhummm@turnstonegroup.com

Mike Ripley, Senior Advisor
399 Carolina Ave, Suite 200
Winter Park, Florida 32789
o/407.425.5988 c/407.310.6701
mripley@landadvisors.com

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

20. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement. No amendment to the terms of this Agreement shall be effective unless it is 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.

21. Waiver. The failure of any 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. Provided however, any party may, in writing, waive 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 Land Development Regulations will be valid and binding against the Town only if approved by a vote of the Town Council.

22. Governing Law. This Agreement shall be governed by the law 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.

23. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

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

25. Negotiated Agreement. The land uses, densities, intensities and all of the conditions of approval of the Plan have been negotiated and agreed to by all the Owners and the Town. The Plan constitutes an agreement among the parties with the knowledge that the Owners' successors in title, the future homeowners and other landowners within the Property, as well as the Town all will rely justifiably on the agreed-to mix of land uses, densities, and intensities being authorized hereby for the Property. For that reason, the Owners and the Owners' 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. Neither the Owners (or their 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 (i) negotiated and approved by the Town and the Owner of the then-subject parcel or (ii) as set forth in Section 5 above. This section shall survive the termination and expiration of this Agreement.

26. Effective Date. This Agreement shall become effective concurrently with the effectiveness of Ordinance 2021-10 after its approval 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 4 day of February, 2021, 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"

Printed Name: Nick Asma

Printed Name: Sharon D. Morgan

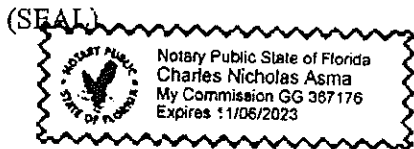
"OWNER"

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

By: [Signature]
Printed Name: ROBERT A. JUNE II
As its: MANAGER

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was executed, sworn to and acknowledged before me by means of ☒ physical presence or _____ online notarization, this 19 day of JANUARY, 2022, by ROBERT A. JUNE II, as MANAGER 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.



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"

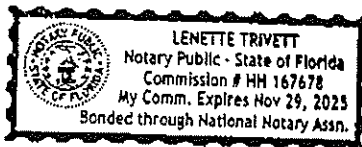
Caroline Esterbrook
Printed Name: Caroline Esterbrook
Lenette Trivett
Printed Name: Lenette Trivett

By: *Edward W. Easton*
Printed Name: Edward W. Easton
Title: _____

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was executed, sworn to and acknowledged before me by means of ✓ physical presence or _____ online notarization, this 5 day of Jan, 2022 by Edward W. Easton, as Manager of HOWEY IN THE HILLS, LTD., a Florida limited partnership, on its behalf.

(SEAL)



Lenette Trivett
Signature of Notary Public
Lenette Trivett
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"

Matthew D Sullivan
Printed Name: Matthew Sullivan

Kevin Sullivan
Printed Name: Kevin Sullivan

"OWNER"

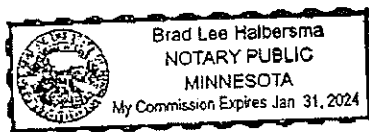
REO FUNDING SOLUTIONS IV, LLC, a
Georgia limited liability company

By: Rudy Newell
Printed Name: Rudy Newell
As its: Vice President

STATE OF ~~FLORIDA~~ Minnesota
COUNTY OF Hennepin

The foregoing instrument was executed, sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of Feb, 2021, by Rudy Newell, as Vice President of **REO FUNDING SOLUTIONS IV, LLC**, a Georgia limited liability company, on its behalf.

(SEAL)



Brad Halbersma
Signature of Notary Public

Brad Halbersma
Name of Notary Public
(Typed, Printed or stamped)

Personally Known ☒ **OR** Produced Identification _____
(Type of Identification Produced)

Exhibit A
to
Amended & Restated Developer's Agreement
The Reserve at Howey-in-the-Hills

LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND ALSO:

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD. DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E (N38°00'31"W), ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52°06'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN

S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST (NORTHEAST) 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" (S89°24'13"E) ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

JRCJ LEGAL2.DOC
REV'D 05/17/07 SVB

Exhibit B
to
Amended & Restated Developer's Agreement
The Reserve at Howey-in-the-Hills

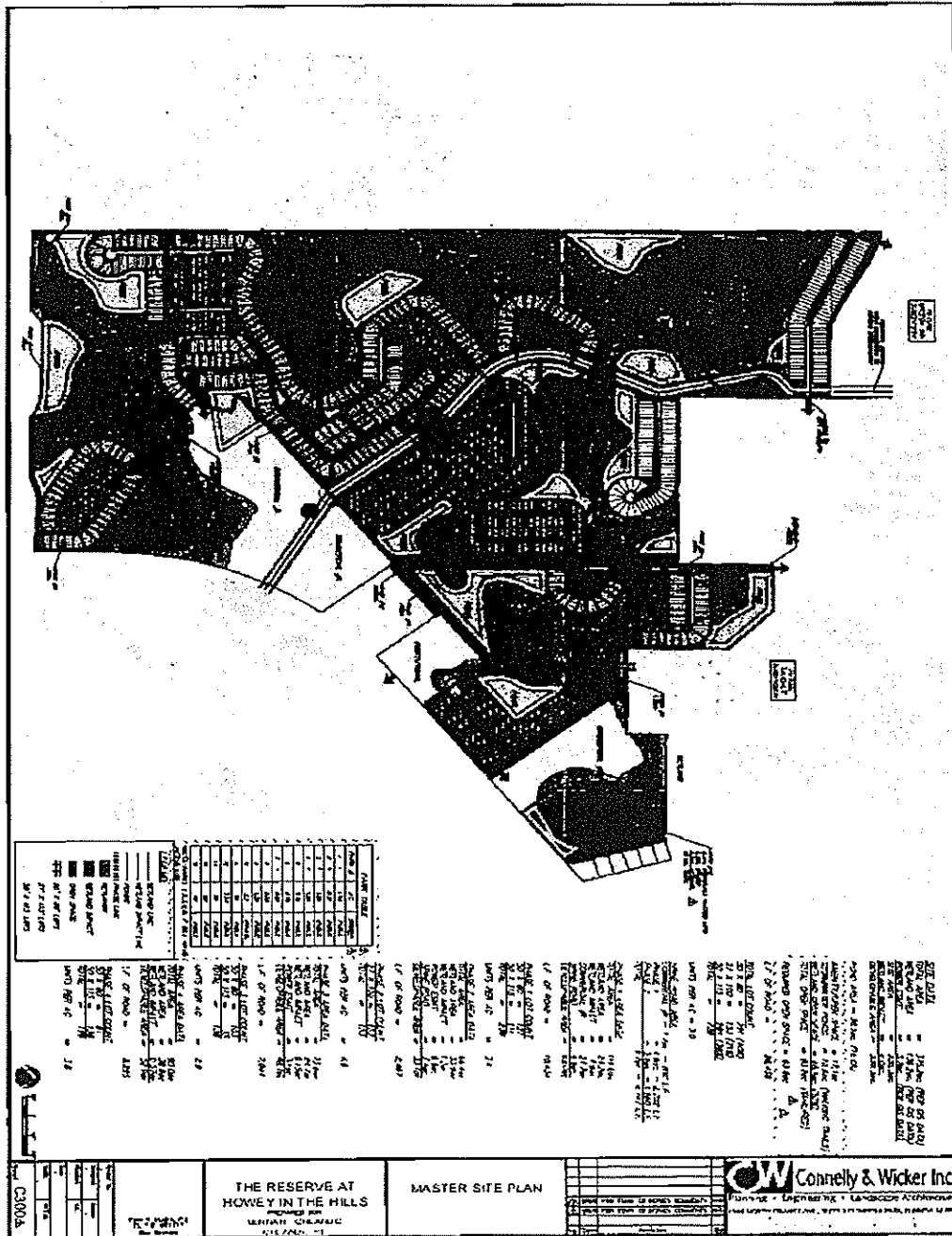

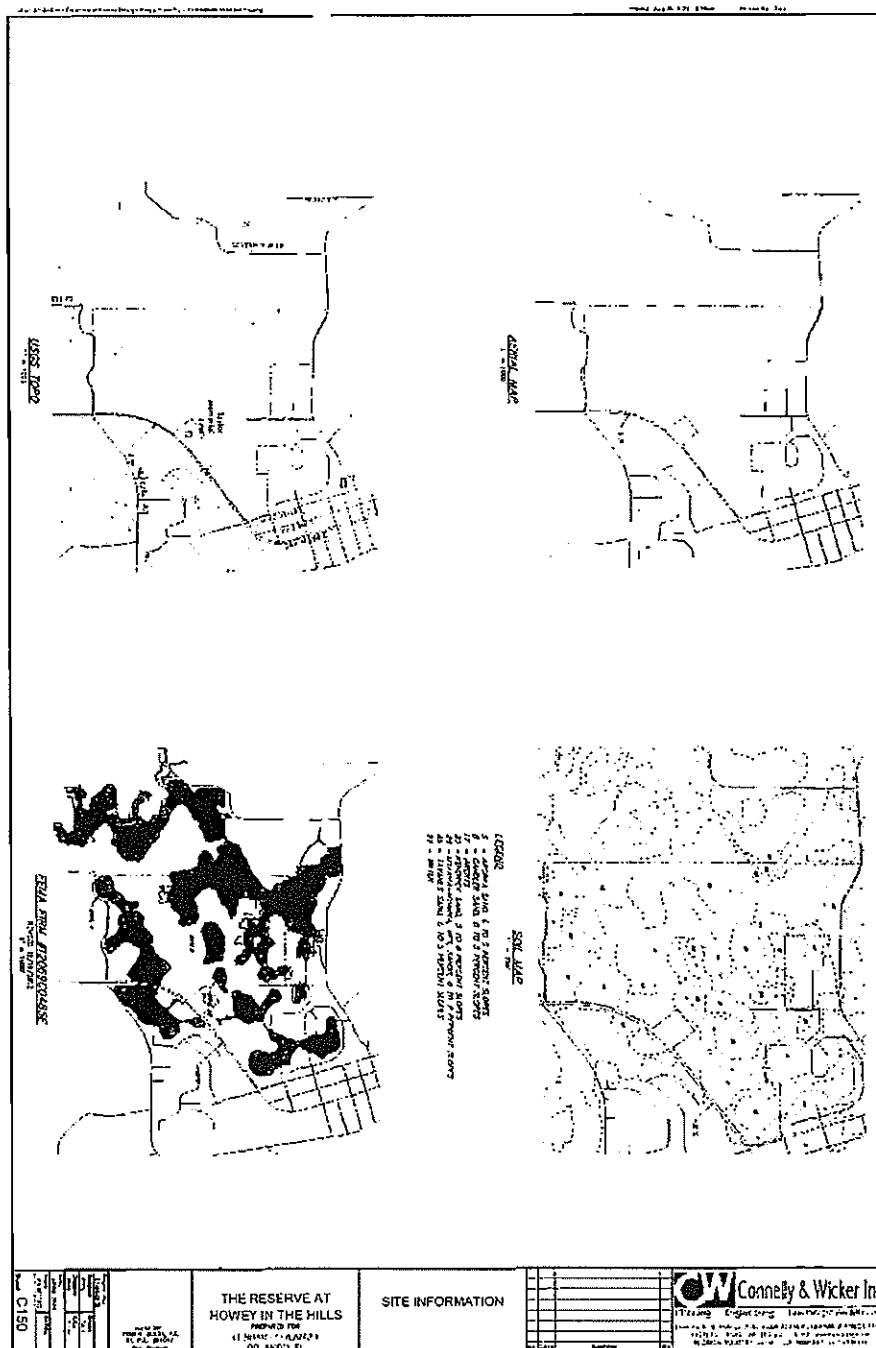
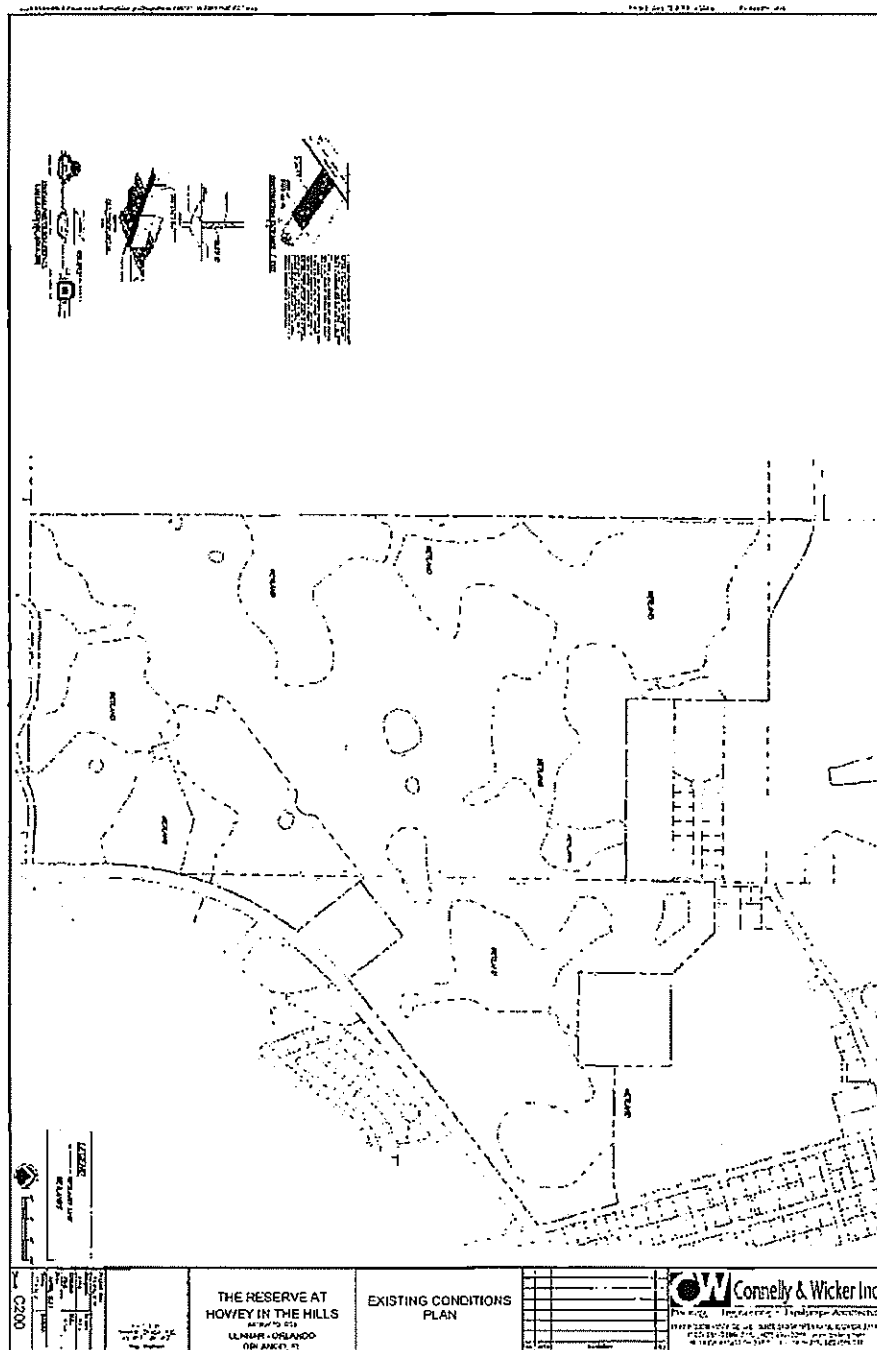


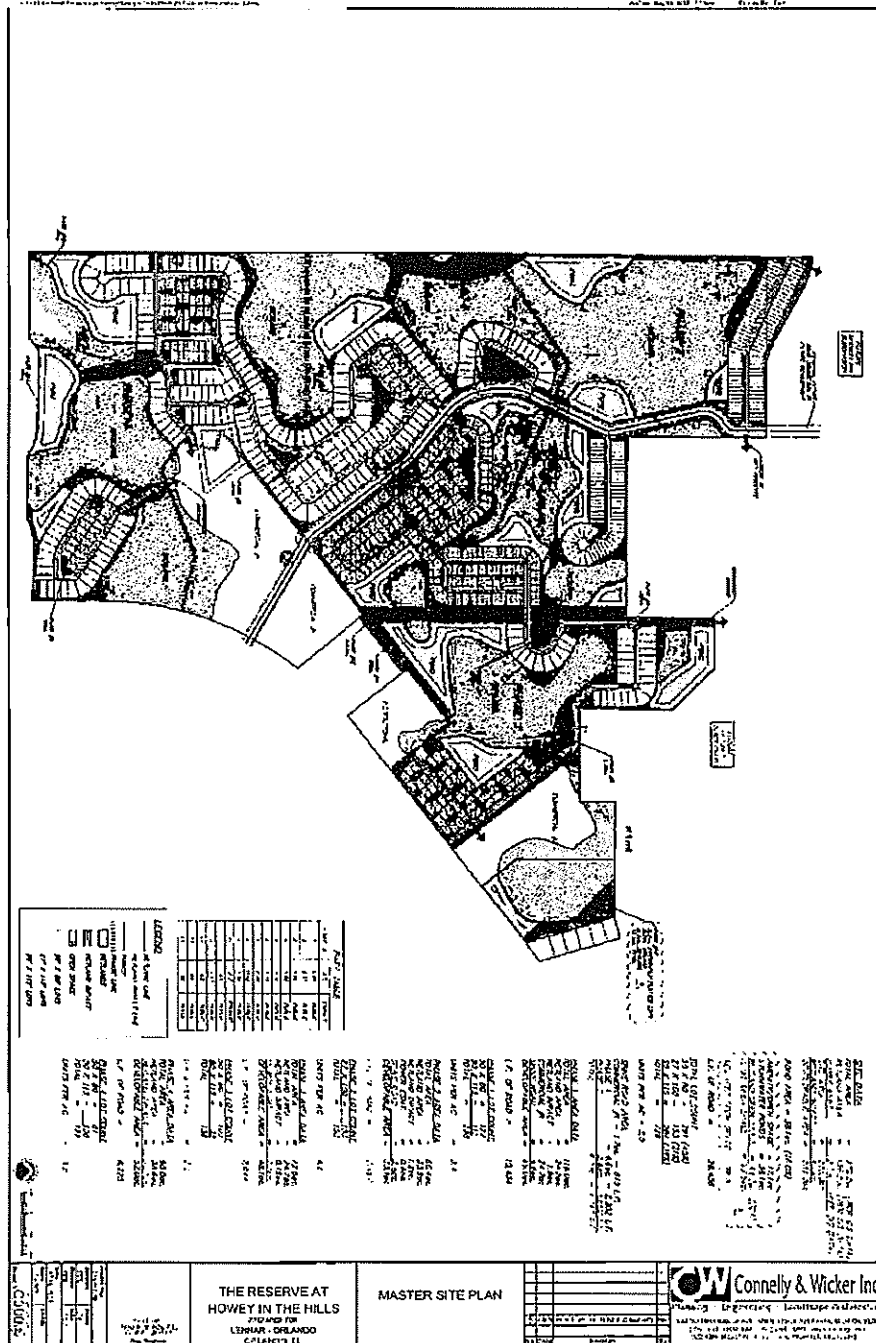
Exhibit C
to
Amended & Restated Developer's Agreement
The Reserve at Howey-in-the-Hills

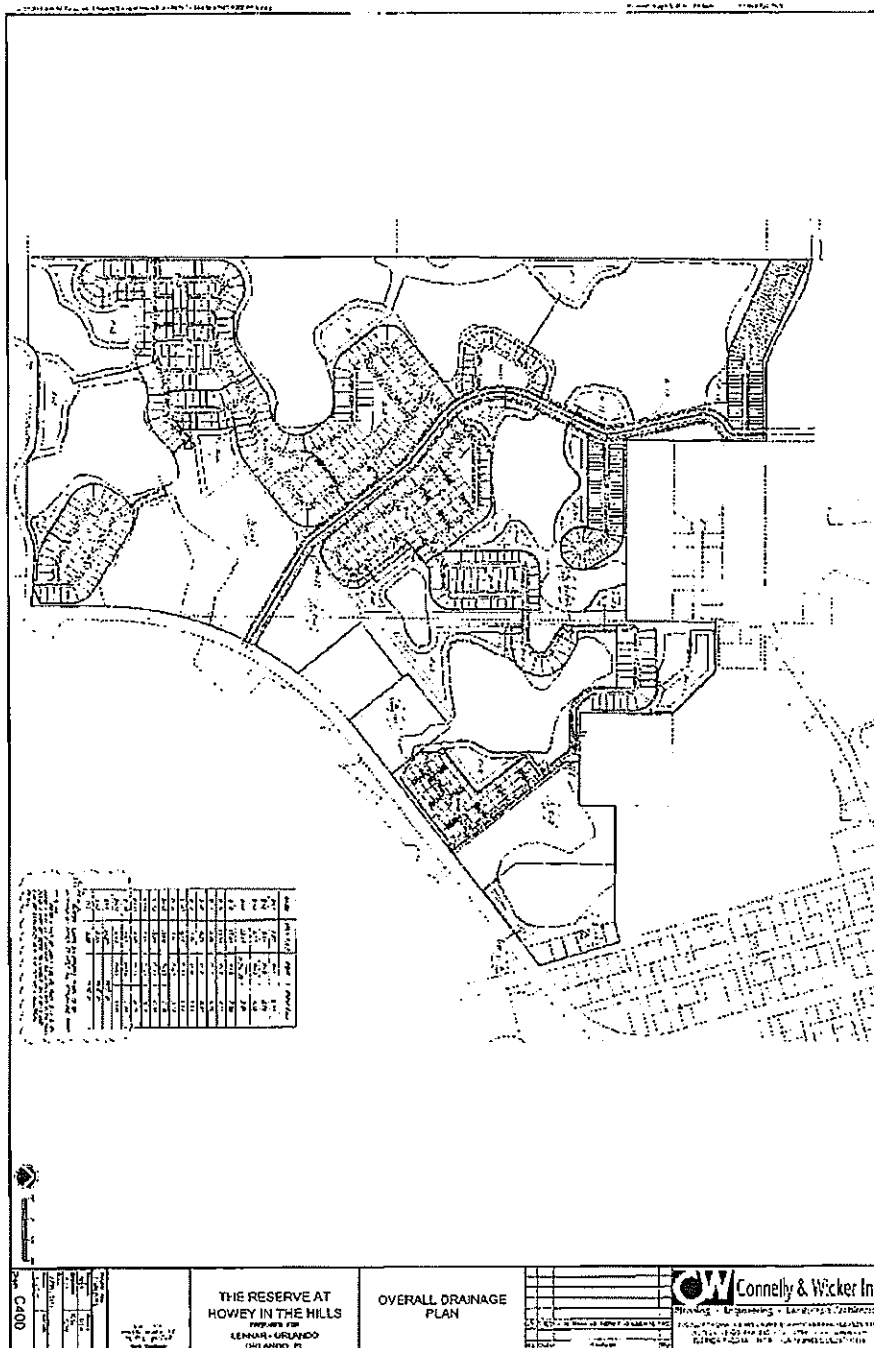
<p align="center">THE RESERVE AT HOWEY IN THE HILLS PUD</p> <p align="center">PUD #</p> <p>PARCEL #: 26-20-25-0100-000-00002, 35-20-25-0003-000-00501, 35-20-25-0002-000-00500, 26-20-25-0100-000-00004, 26-20-25-0100-000-00005, 26-20-25-0100-000-00004, 26-20-25-0100-000-00500, 26-20-25-0100-000-00003 & 26-20-25-0400-D14-00000</p> <p align="center">HOWEY-IN-THE-HILLS LAKE COUNTY, FL</p>		<p>PREPARED FOR LENNAR - ORLANDO 6750 FORUM DRIVE, SUITE 310 ORLANDO, FL 32821</p> <p>PROJECT LOCATION</p>		<p>10060 SKINNER LANE DR., SUITE 500 JACKSONVILLE, FLORIDA 32246 (904) 265-3030 FAX (904) 265-3031</p> <p>1560 NORTH ORANGE AVE., SUITE 210 WINTER PARK, FLORIDA 32789 (407) 261-3100 FAX (407) 261-3099</p> <p>RONDA BOSTON 360 LA NUOVE: (260)0031</p>	
<p>Planning · Engineering · Landscape Architecture</p> <p align="center">Connelly & Wicker Inc.</p>		<p>LOCATION MAP</p> 		<p>DATE: 02/28/2022 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name] SCALE: AS SHOWN SHEET NO. 19 OF 19</p>	
<p>THE RESERVE AT HOWEY IN THE HILLS</p>		<p>COVER</p>		<p>Connelly & Wicker Inc.</p>	

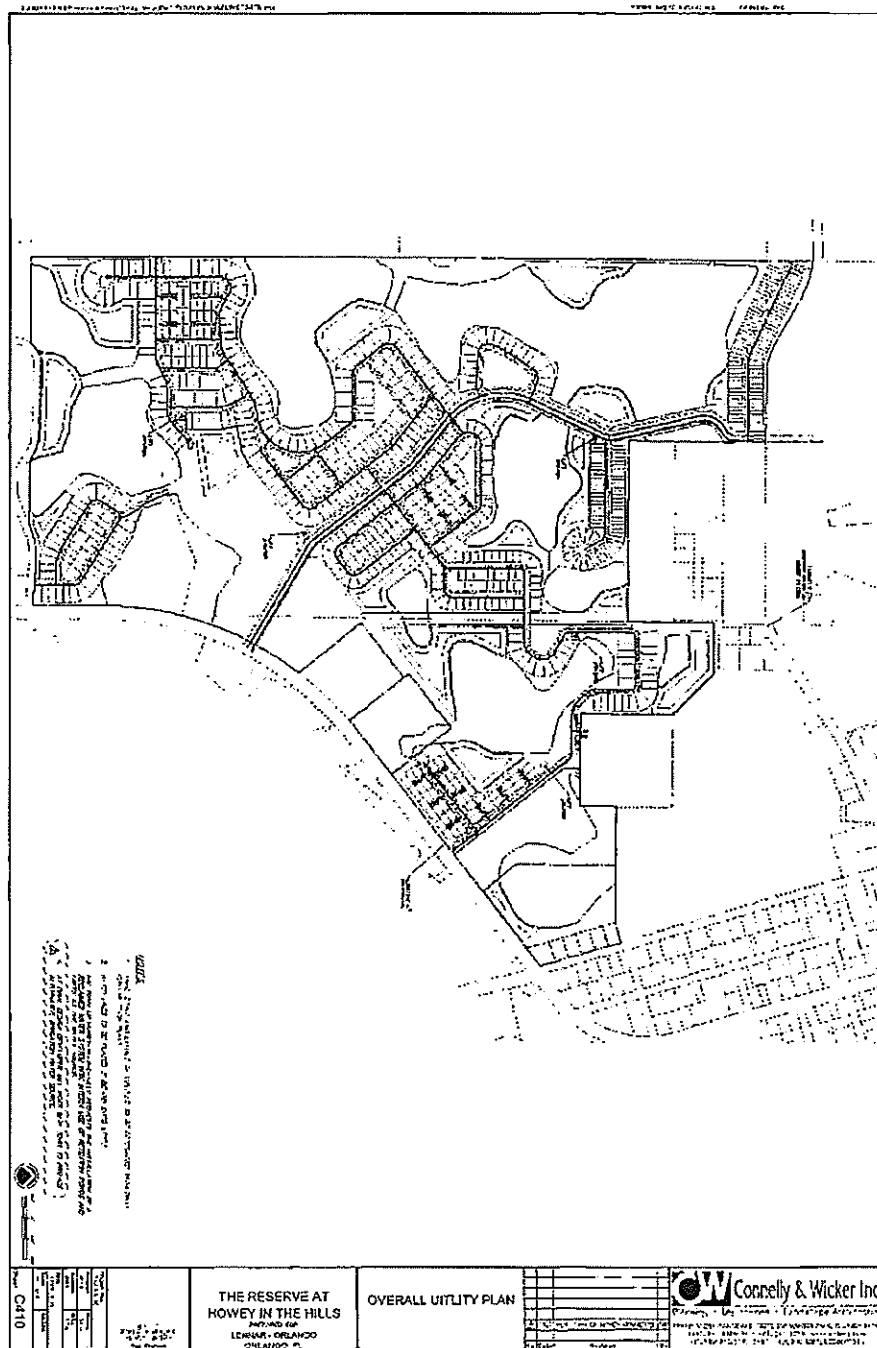


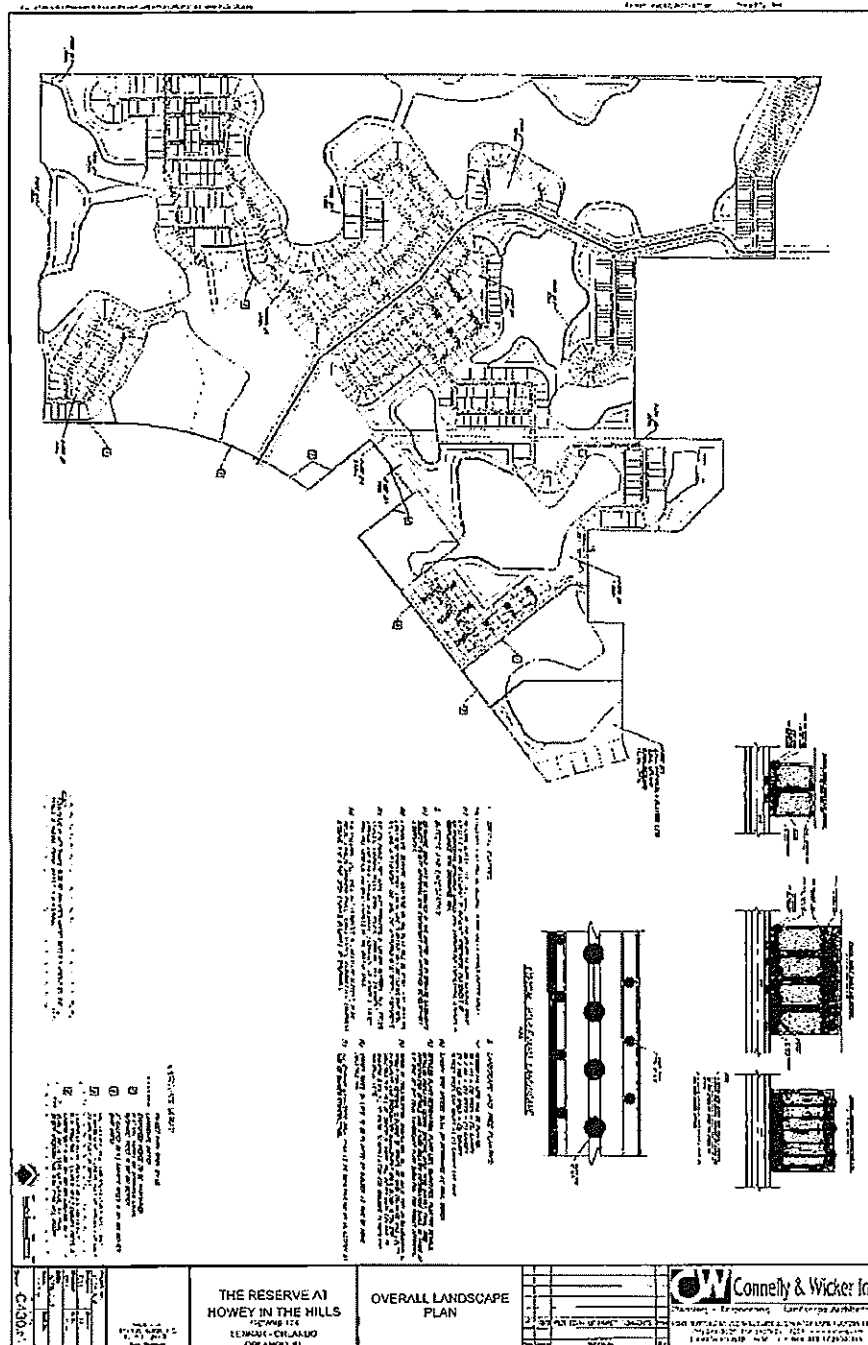


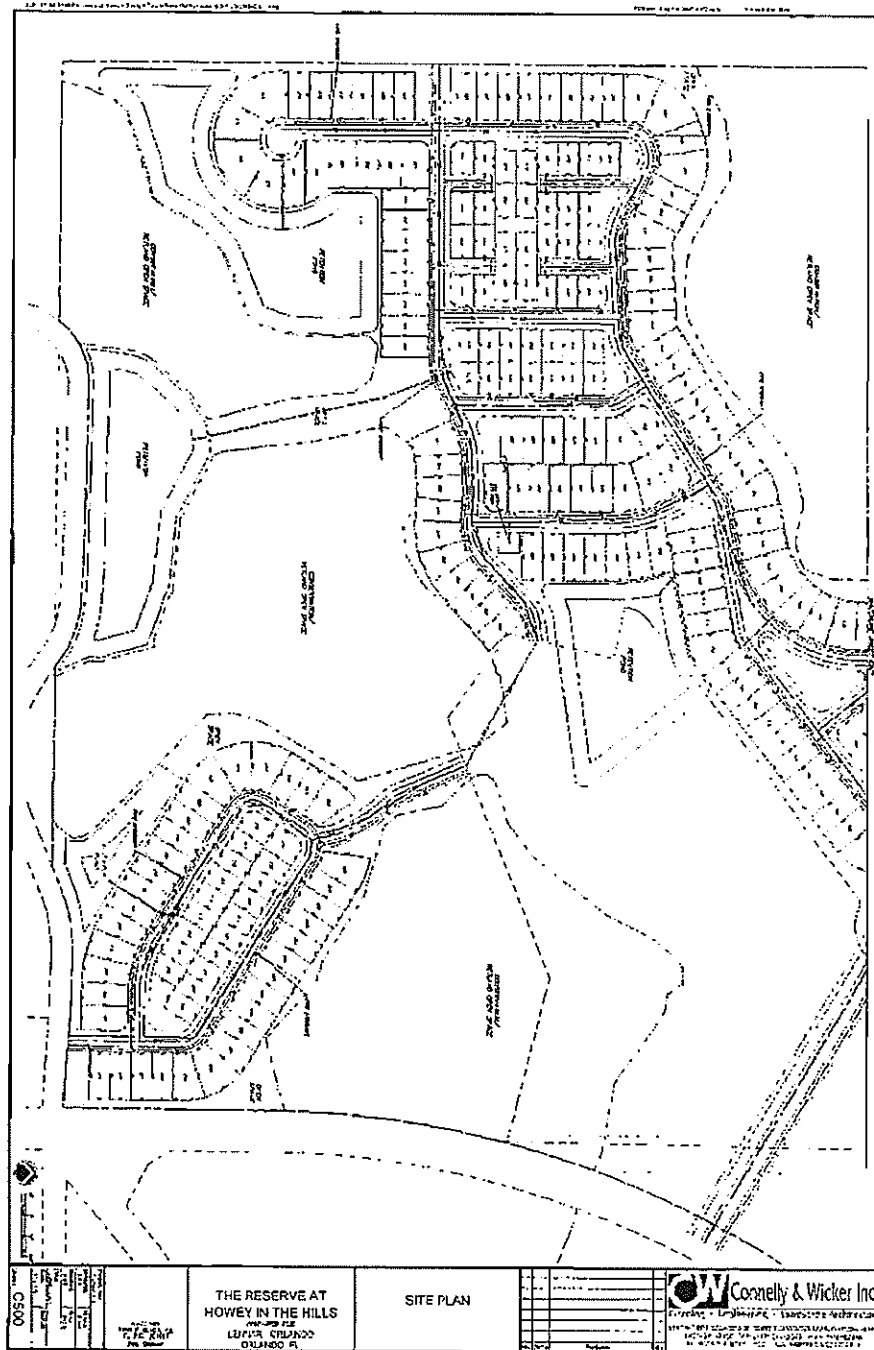
[illegible]

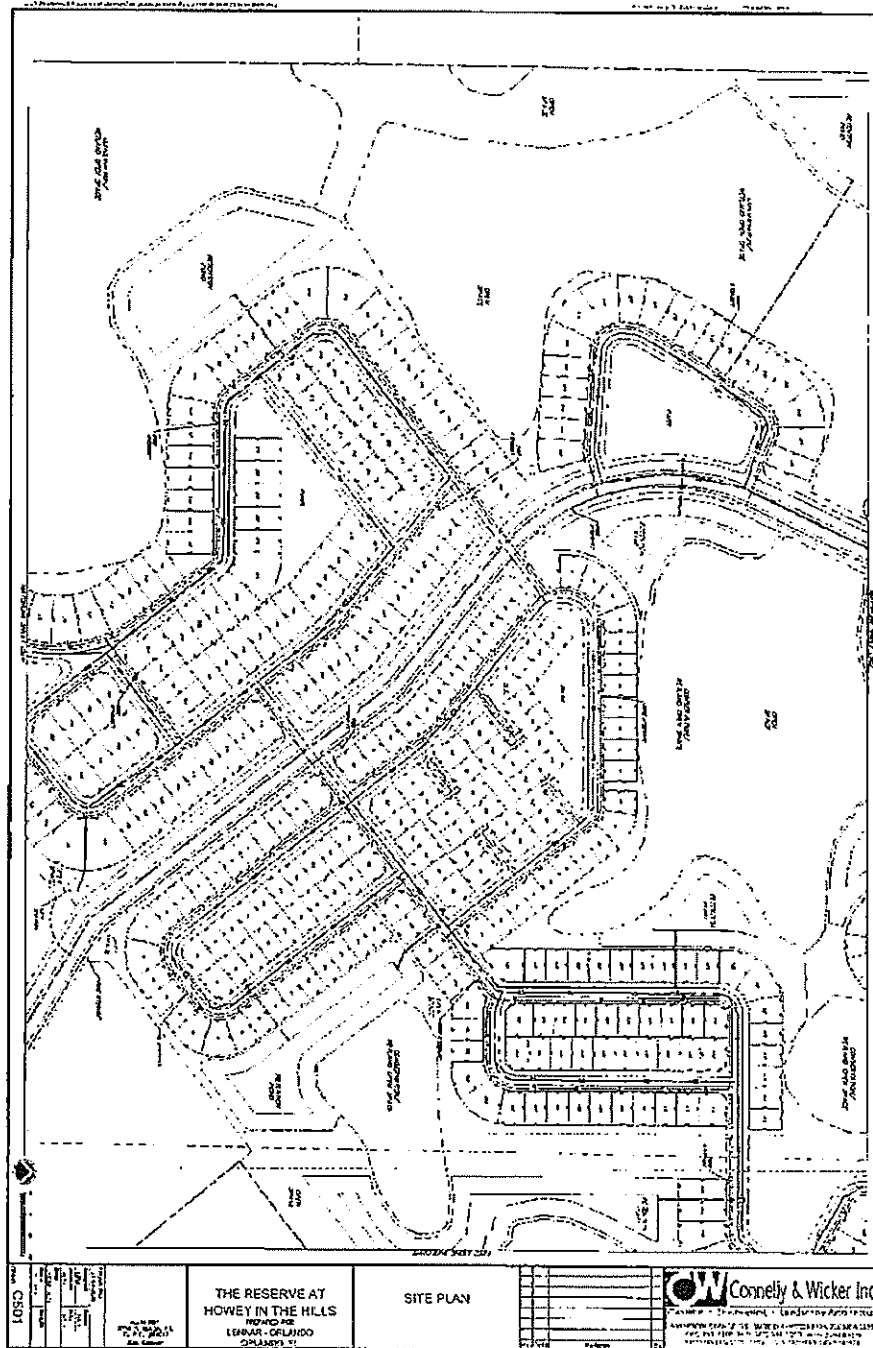




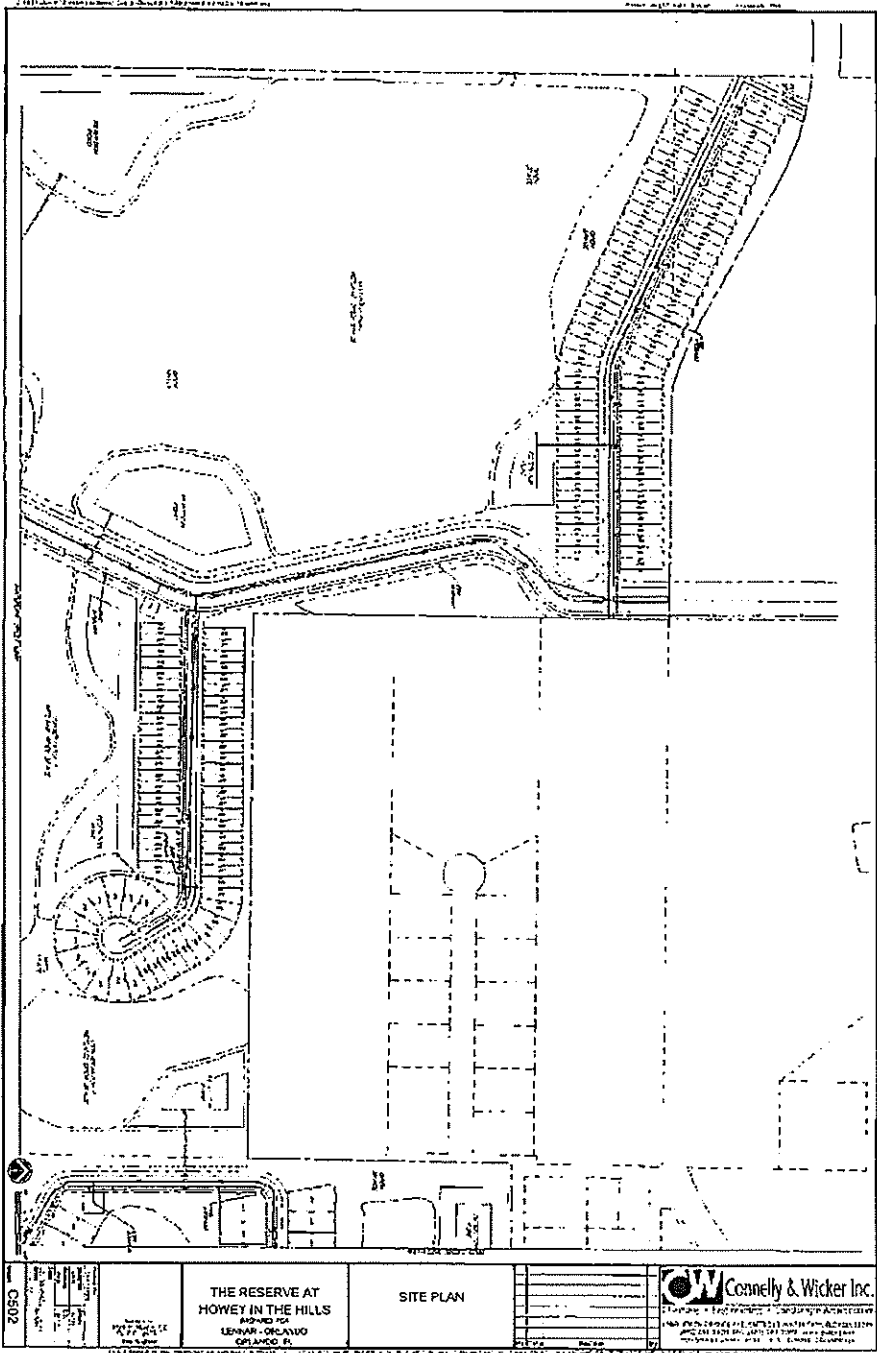




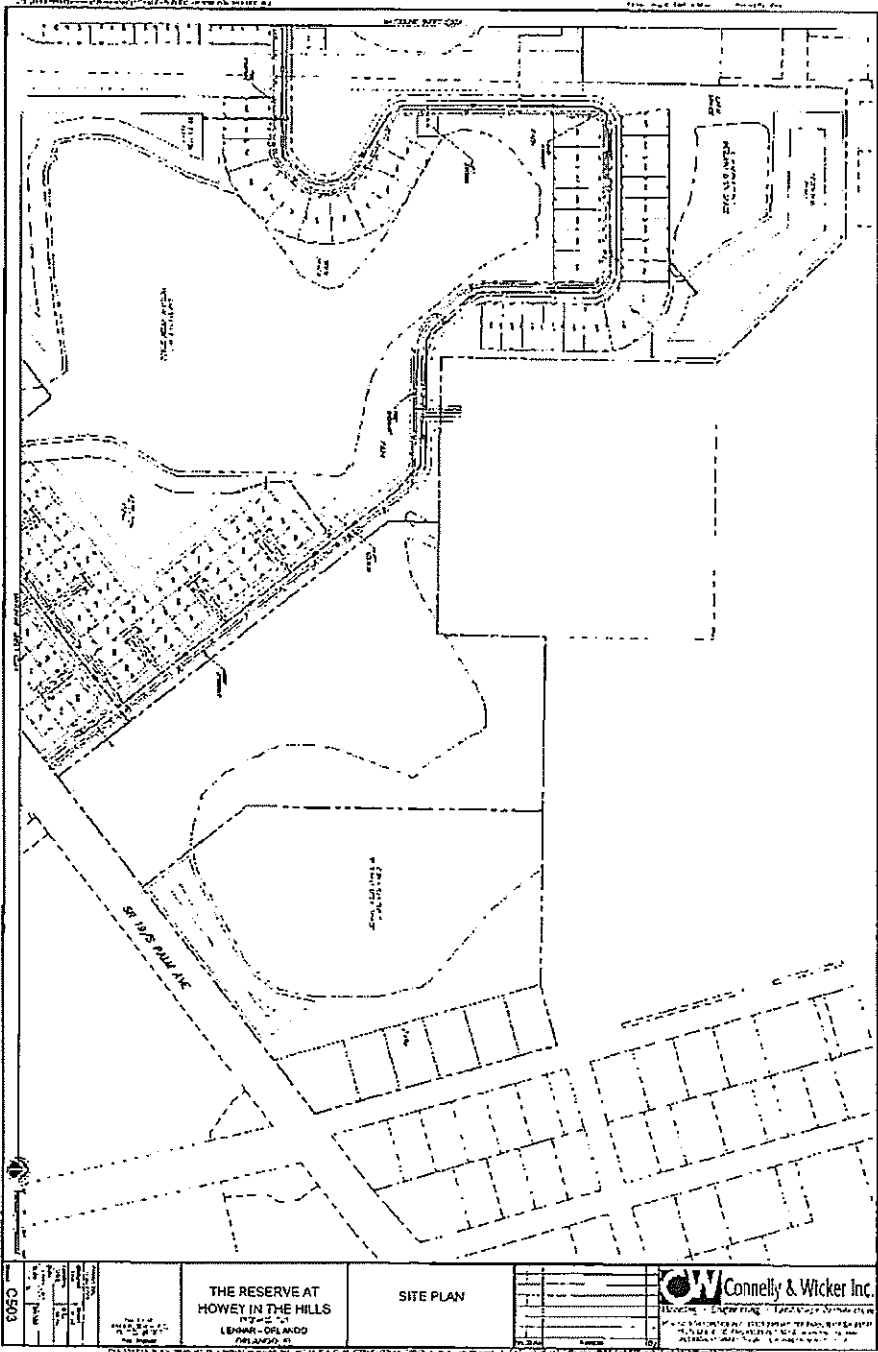




Item 1.



Item 1.



Item 1.

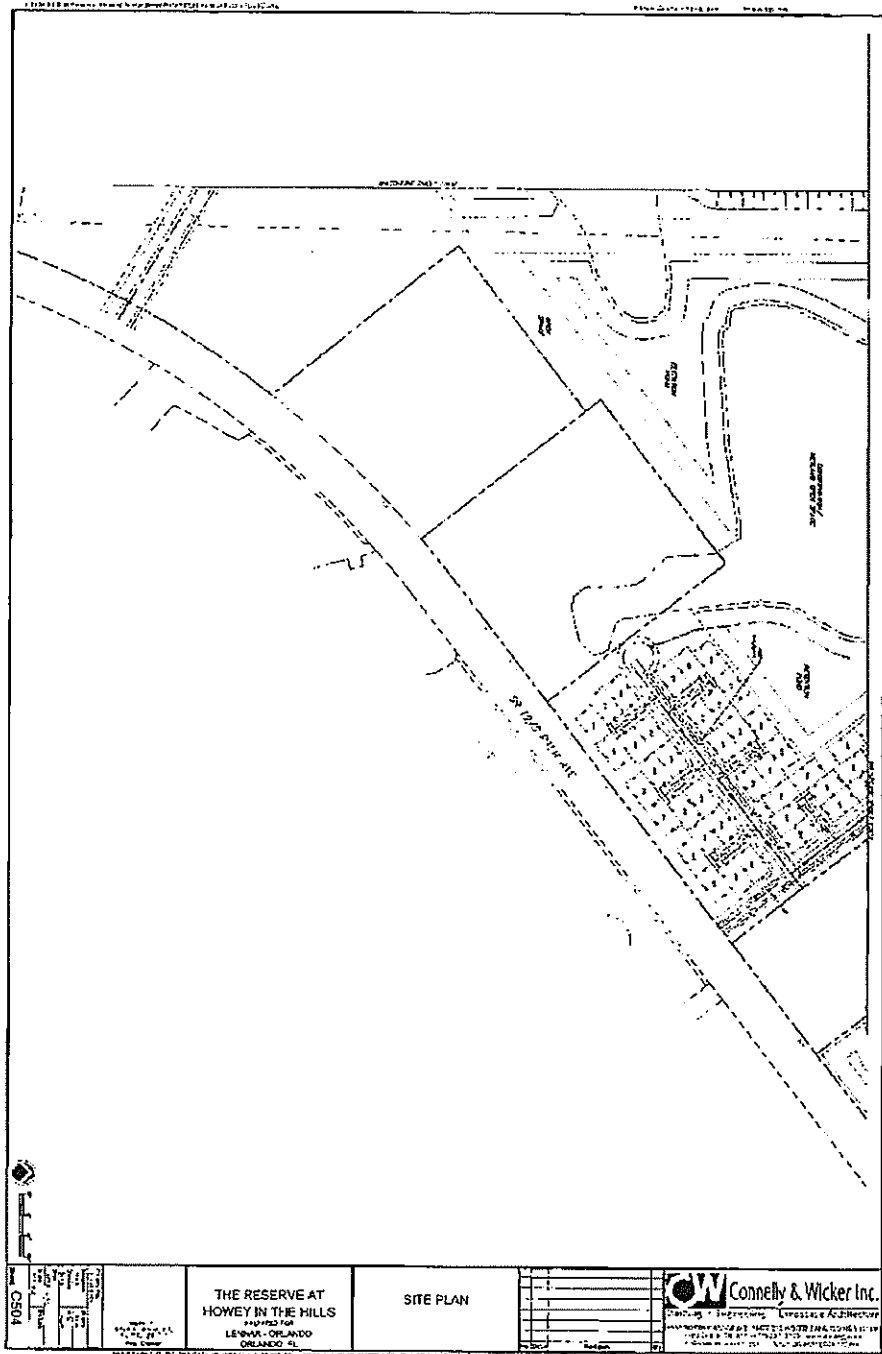
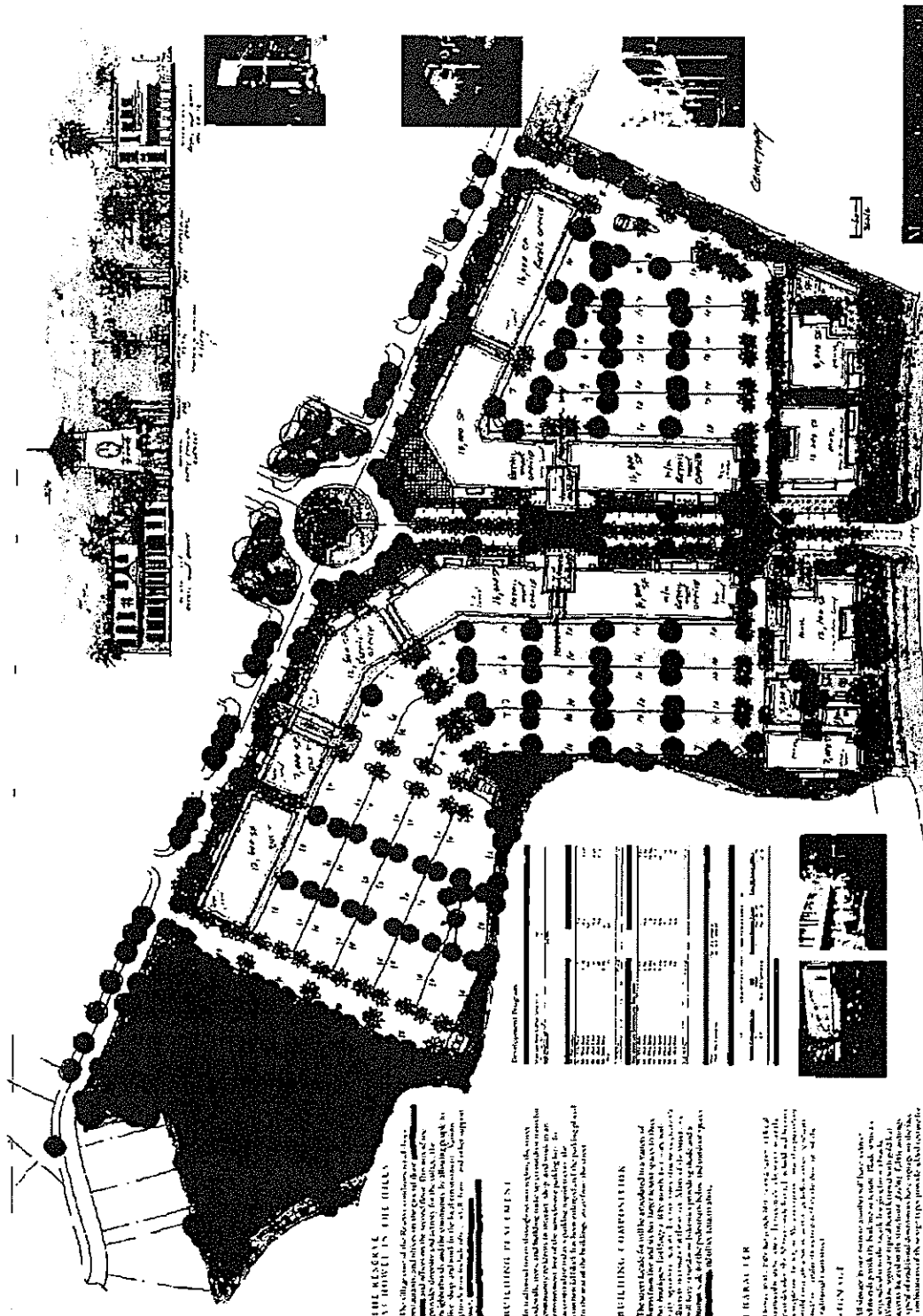
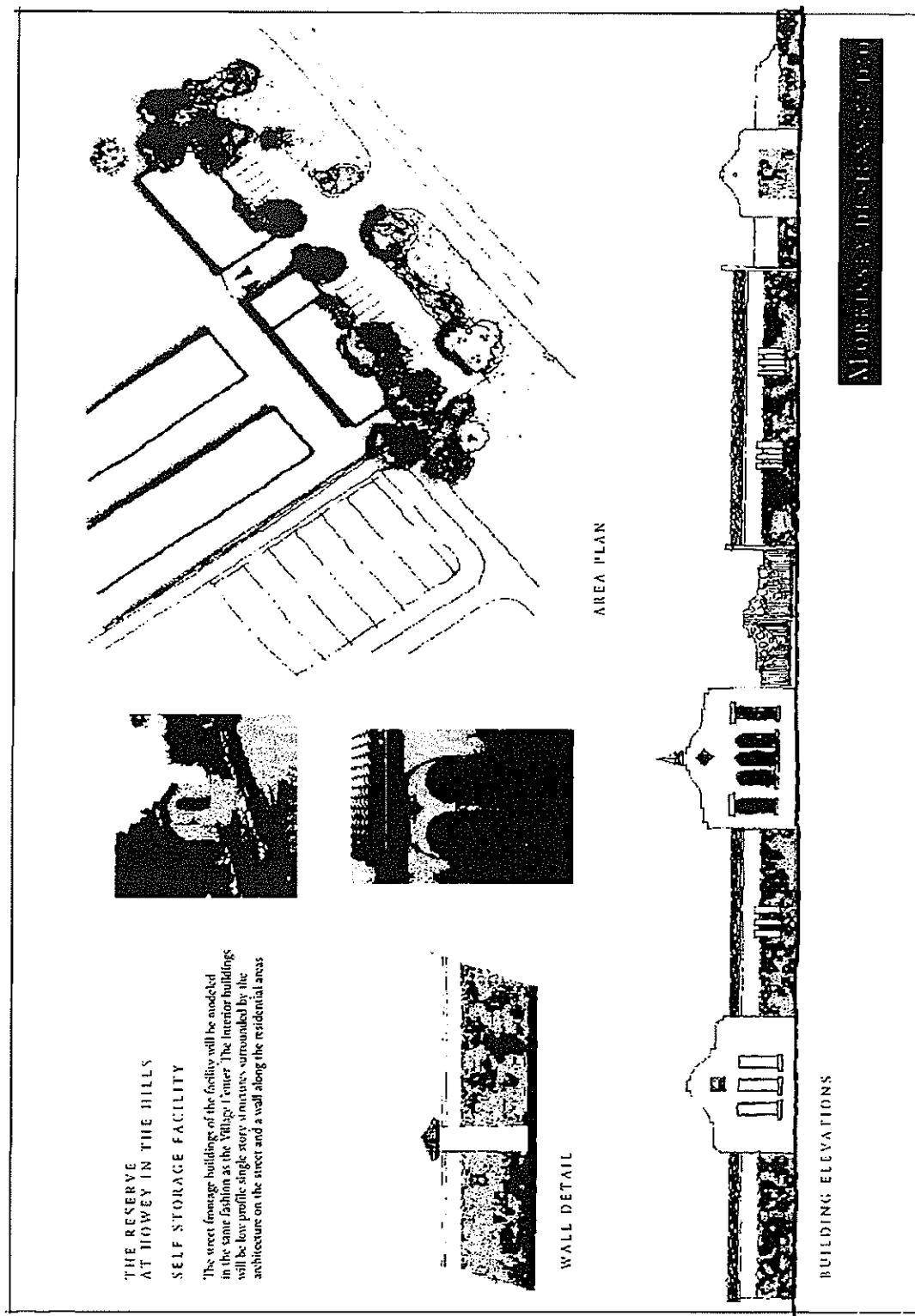


Exhibit D
to
Amended & Restated Developer's Agreement
The Reserve at Howey-in-the-Hills





#45231950 v9

RECORD AND RETURN TO:
 Julie Kendig-Schrader
 450 South Orange Avenue, 6th Floor
 Orlando, Florida 32801

Electronically recorded in LAKE
 County, FL on 2/25/20 22
 at Book 5903, Pg 1544

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
 AND GRANT OF EASEMENTS**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS (the "Agreement") is made and entered into as of November __, 2021, by and between **EAGLES LANDING AT OCOEE, LLC**, a Florida limited liability company, f/k/a **EAGLES LANDING AT OCOEE, INC.**, a Florida corporation, and its successors in interest to all or any part of the Nonresidential Parcels (defined below) ("Eagles"), whose address is P.O. Box 770609, Winter Garden, Florida 34777, **REO FUNDING SOLUTIONS IV, LLC**, a Georgia limited liability company, whose address for purposes of this Agreement is 100 N Tampa St Suite 1850, Tampa, Florida 33602 ("REO") and **HOWEY IN THE HILLS, LTD.**, a Florida limited partnership, and its successors in interest to all or any part of the Residential Parcel (defined below), whose address is 10165 NW 19th Street, Miami, Florida 33172 ("Howey").

RECITALS

- A. Howey previously acquired from Eagles that certain real property located in Lake County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Residential Parcel"). Howey intends to develop the Residential Parcel as a residential subdivision.
- B. Eagles and REO own certain real property located in Lake County, Florida that adjoins the Residential Parcel and is more fully described in Exhibit "B" attached hereto and incorporated herein by reference ("Nonresidential Parcels"). Eagles and REO intend to develop the Nonresidential Parcels as three separate parcels to be used respectively for the following purposes: commercial (the "Commercial Parcel"), self-storage (the "Self-Storage Parcel"), and institutional or civic uses (the "Civic Parcel"). A drawing of the three Nonresidential Parcels is attached hereto as Exhibit "C". REO is the successor in interest to Eagles for the Commercial Parcel and is the current owner of the Commercial Parcel and Eagles is the current owner of the Self-Storage and Civic Parcels.
- C. The respective Parcels received approvals as a single, master-planned community, Town of Howey in the Hills PUD Ordinance 2004-322 (the "Original PD"). As a result, Eagles and Howey (the owners of all the Parcels at that time) agreed to cooperate with each other in the construction and installation of streets and utilities facilities, to economize in the

RECORD AND RETURN TO:
Julie Kendig-Schrader
450 South Orange Avenue, 6th Floor
Orlando, Florida 32801

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
AND GRANT OF EASEMENTS**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS (the "Agreement") is made and entered into as of November __, 2021, by and between **EAGLES LANDING AT OCOEE, LLC**, a Florida limited liability company, f/k/a **EAGLES LANDING AT OCOEE, INC.**, a Florida corporation, and its successors in interest to all or any part of the Nonresidential Parcels (defined below) ("Eagles"), whose address is P.O. Box 770609, Winter Garden, Florida 34777, **REO FUNDING SOLUTIONS IV, LLC**, a Georgia limited liability company, whose address for purposes of this Agreement is 100 N Tampa St Suite 1850, Tampa, Florida 33602 ("REO") and **HOWEY IN THE HILLS, LTD.**, a Florida limited partnership, and its successors in interest to all or any part of the Residential Parcel (defined below), whose address is 10165 NW 19th Street, Miami, Florida 33172 ("Howey").

RECITALS

- A. Howey previously acquired from Eagles that certain real property located in Lake County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Residential Parcel"). Howey intends to develop the Residential Parcel as a residential subdivision.
- B. Eagles and REO own certain real property located in Lake County, Florida that adjoins the Residential Parcel and is more fully described in Exhibit "B" attached hereto and incorporated herein by reference ("Nonresidential Parcels"). Eagles and REO intend to develop the Nonresidential Parcels as three separate parcels to be used respectively for the following purposes: commercial (the "Commercial Parcel"), self-storage (the "Self-Storage Parcel"), and institutional or civic uses (the "Civic Parcel"). A drawing of the three Nonresidential Parcels is attached hereto as Exhibit "C". REO is the successor in interest to Eagles for the Commercial Parcel and is the current owner of the Commercial Parcel and Eagles is the current owner of the Self-Storage and Civic Parcels.
- C. The respective Parcels received approvals as a single, master-planned community, Town of Howey in the Hills PUD Ordinance 2004-322 (the "Original PD"). As a result, Eagles and Howey (the owners of all the Parcels at that time) agreed to cooperate with each other in the construction and installation of streets and utilities facilities, to economize in the

respective development costs, and to optimize the uses of the Parcels pursuant to the Development Agreement and Grant of Easements dated November 7, 2005 and recorded at OR Book 03003, Page 1377 of the Public Records of Lake County, Florida (the "Original Agreement"). The Original Agreement includes covenants to grant easements benefiting the Parcels. Howey, REO (as a successor owner since the time of the Original Agreement) and Eagles desire to amend and restate the Original Agreement as set forth herein and have entered into this Agreement in order to formalize their agreement to cooperate, grant easements, and perform the other covenants set forth more fully below.

- D. The master plan contained in the Original PD for the Parcels, including the number and location of roads and infrastructure items governed by the Original Agreement, are currently proposed to be changed through an amendment (Ordinance Number 2021-010) to the Original PD (the "Amended PD") which is pending before the Town of Howey in the Hills (the "Town"). The parties hereto desire to amend the Original Agreement to reflect the changes found in the Amended PD.

NOW, THEREFORE, in consideration of the covenants and other considerations described above and those contained below in this Agreement, Eagles, REO and Howey hereby covenant and agree to amend and restate the Original Agreement as set forth in the recitals above and the provisions below:

AGREEMENTS

1. Recitals. The foregoing recitals are correct and incorporated herein as if fully set forth in this section.
2. Access Road. An access road, described as the Spine Road and shown through Commercial Parcel #1 on the drawing attached hereto as composite Exhibit "D" and incorporated herein by reference ("Access Road"), will be constructed through the Commercial Parcel, approximately in the location depicted on Exhibit D, to provide ingress and egress between State Road 19 and the Commercial Parcel and the Residential Parcel. The Access Road shall extend from the right-of-way for State Road 19 to property line of the Residential Parcel, in alignment with the continuation of Street A through the Residential Parcel, consisting of approximately 810 linear feet and associated turn lanes as depicted on Exhibit D. Composite Exhibit D also contains a typical section of the Access Road designs.
 - a. Howey (or REO pursuant to the self-help construction right set forth in section 6 below) shall design the Access Road to the specifications contained in the Amended PD and secure the required permits, approvals, licenses, development orders, certificates, acceptances, and other authorizations of Authorities (defined below) (collectively, "Permits") required for the construction of the Access Road. For purposes of this Agreement, "Authorities" or "Authority" in the singular shall mean federal state, and local governmental and quasi-governmental officers, agencies, boards, subdivision, and authorities that have jurisdiction over the development of the Parcels, the furnishing of utility services to the Parcels, or the subdividing, improvement, development, occupancy or use of the Parcels.

- b. Howey (or REO pursuant to the self-help construction right set forth in section 6 below) shall construct the Access Road, including without implied limitation grading, installing utilities within the right-of-way, paving all applicable lanes, and constructing required stormwater drainage improvements, in accordance with applicable laws, codes, statutes, and Permits. Howey or REO shall exercise due diligence in constructing the Access Road.
 - c. Following completion of the Access Road, REO shall dedicate the Access Road to the Town as public right-of-way which dedication shall include a 10 foot utility easement on either side of the right of way to be used for utilities, including but not limited to power and cable. Howey shall not allow the assertion of any construction liens or other claims against the Access Road, nor shall Howey otherwise cause title for the Access Road to be impaired. The title to the Access Road shall be good and marketable, free and clear of all liens other than the current year's taxes, and free from any easement, restriction, reservation or limitation which would preclude the dedication of the Access Road to the Town. REO shall cause any lender or other creditor holding a mortgage or lien against the Access Road to join in the dedication of it. REO and Howey will execute and deliver such plats, dedications, and other documents, and take such other actions, as the Authorities may require in order to dedicate the Access Road for public use. The Access Road shall be deemed "complete" when it is dedicated to the Town and the Town has accepted such dedication.
 - d. Subject to the conditions and restrictions set forth below in the Section titled "Designs of Roads, Stormwater System, and Shared Utilities", surface waters from the Access Road shall drain into the surface water management system that the parties determine pursuant to the Section below titled "Designs of Roads, Stormwater System, and Shared Utilities" is best equipped to handle such runoff regardless of whether the system is located on the Residential or another Parcel.
 - e. REO and Howey shall share equally the costs of designing, permitting, and constructing the Access Road. After completion of the Access Road, Howey shall provide to REO (or REO to Howey in the event that the self-help construction rights pursuant to Section 6 are utilized) the Documentation (defined below) for the Access Road. REO shall remit to Howey (or Howey to REO in the event that the self-help construction rights pursuant to Section 6 are utilized) one-half (50%) of the actual aggregate costs reflected in the Documentation within twenty (20) days after the later of receipt of the Documentation or approval by the Town of a final subdivision plan or final site plan or the functional equivalent for the parcel of the owner from whom reimbursement is required.
3. Self Storage Access. The Self Storage Access is located on the perimeter of Commercial #2 (the Self Storage Parcel) and the Residential Parcel as depicted on Exhibit D attached hereto and incorporated herein by reference. The parties anticipate that ingress and egress to and from the Self Storage Parcel shall be via a curb cut onto an internal road on the Residential Parcel as shown by the red arrow into the Self Storage Parcel on Exhibit D. This

curb cut will be located for such a distance as is necessary for the Self Storage Parcel to gain access to its driveway (approximately 200 feet) into the Residential Parcel from State Road 19 and such roadway portion between State Road 19 and the curb cut into the Self Storage Parcel shall be referred to as the Self-Storage Access. The Self Storage Access as defined herein shall not include any turn lanes on State Road 19 for entrance to the Self Storage Access (the "Self Storage Turn Lane(s)) which may be required by an Authority based upon permitting or traffic study results, the permitting and construction of which shall be the responsibility of Howey at Howey's sole cost and expense.

- a. Howey (or Eagles pursuant to the self-help construction right set forth in section 6 below) shall design the Self Storage Access to the standards contained in the Amended PD and secure the Permits required for the construction of the Self Storage Access. Notwithstanding the foregoing, Eagles is not obligated to design the Self Storage Turn Lane(s) or secure the Permits for the Self Storage Turn Lane(s).
- b. Howey (or Eagles pursuant to the self-help construction right set forth in section 6 below) shall construct the Self Storage Access, including without implied limitation grading, installing utilities within the right-of-way, paving all applicable lanes, and constructing required stormwater drainage improvements, in accordance with applicable laws, codes, statutes, and Permits. Howey shall exercise due diligence in constructing the Self Storage Access. Notwithstanding the foregoing, Eagles is not obligated to construct the Self Storage Turn Lane(s).
- c. Following completion of the Self Storage Access, each of Howey or Eagles shall dedicate any portion of the Self Storage Access or the Self Storage Turn Lanes lying within its Parcel to the Town as public right-of-way which dedication shall include a 10 foot utility easement on either side of the right of way to be used for utilities, including but not limited to power and cable. The title to the Self Storage Access shall be good and marketable, free and clear of all liens other than the current year's taxes, and free from any easement, restriction, reservation or limitation which would preclude the dedication of the Self Storage Access to the Town. Howey and shall cause any lender or other creditor holding a mortgage or lien against the Self Storage Access to join in the dedication of it. Howey and Eagles will execute and deliver such plats, dedications, and other documents, and take such other actions, as the Authorities may require in order to dedicate the Self Storage Access and the Self Storage Turn Lanes for public use. The Self Storage Access shall be deemed "complete" when it is dedicated to the Town and the Town has accepted such dedication. Likewise, the Self Storage Turn Lanes shall be deemed "complete" when they are dedicated to the Authority requiring dedication of same.
- d. Subject to the conditions and restrictions set forth below in the Section titled "Designs of Roads, Stormwater System, and Shared Utilities", surfacewaters from the Self Storage Access shall drain into the surface water management system that the parties determine pursuant to the Section below titled "Designs of Roads,

Stormwater System, and Shared Utilities" is best equipped to handle such runoff regardless of whether the system is located on the Residential or another Parcel.

- e. Howey shall pay for the costs of designing, permitting, and constructing the Self Storage Access if constructed by Howey. Additionally, Howey shall pay for the costs of designing, permitting and constructing any Self Storage Turn Lanes which may be required by an Authority. If Eagles utilizes the self-help construction rights pursuant to Section 6, after completion of the Self Storage Access, Eagles shall provide to Howey the Documentation (defined below) for the construction (but not the design and permitting or costs related to utilities, the cost of which shall be borne by Eagles) of the Self Storage Access. Howey shall remit to Eagles the actual aggregate costs reflected in the Documentation for the construction of the Self Storage Access within twenty (20) days after receiving the Documentation.
4. Emergency Access. If an Authority or Authorities requires the construction of the Emergency Access as generally shown on Exhibit D, Howey shall have the right, but not the obligation to construct such Emergency Access. REO hereby grants to Howey, a temporary non-exclusive easement to enter upon, access and use the portions of the Commercial Parcel described on Exhibit D to the extent reasonably necessary to complete the construction of the Emergency Access, including, pedestrian, vehicular and construction access over and across the Commercial Parcel, the right of staging vehicles and equipment, and storage of materials on the Commercial Parcel (the "Temporary Construction Easement"). The Temporary Construction Easement shall terminate on the date that the construction of the Emergency Access has been completed as evidenced by acceptance of any public facilities included as part of the Emergency Access by and Authority and the execution of a completion certificate under seal by a Florida licensed civil engineer as to any non-public facilities or improvements included as part of the Emergency Access. REO agrees to dedicate the emergency access to the use of the public in accordance with Section 13(g) below.
5. Access to Civic Parcel. It is the intent of the parties that the Civic Parcel will have direct access via a curb cut directly onto State Road 19 as may be permitted by the applicable Authorities. Eagles shall have the sole responsibility for the costs of designing, permitting, and constructing the access to the Civic Parcel, including any associated turn lanes.
6. Self Help Construction Rights for the Access Road and the Self-Storage Access.
 - a. Howey shall be responsible for the construction of the Access Road, the Self Storage Access and the Self Storage Turn Lanes as set forth in Section 2 and 3 above. However, REO as to the Access Road or Eagles as to the Self-Storage Access, have the option, without the obligation, of electing to undertake the construction and installation of such improvements and fulfillment of such obligations as set forth herein (the "Self-Help Rights"). Easement rights for the construction and the Self Help Rights are as set forth in Section 13 below.

- b. Prior to exercising its Self-Help Rights in accordance with this

section, REO (as to the Access Road) or Eagles (as to the Self-Storage Access) shall give Howey notice, which notice shall state in all-caps, boldfaced font that Eagles or REO intends to exercise its Self-Help Rights if Howey does not complete construction of said improvements or performance of said obligations within sixty (60) days after the date of such notice. The notice shall include the proposed plans and alignment of the applicable road, which shall be subject to the commercially reasonable approval of Howey. Once the applicable sixty (60)-day period lapses, if Howey has not yet completed construction of said improvements or performed said obligations or provided comments on the proposed plans and alignment, Eagles or REO may complete or perform the same. If Howey has provided comments on the plans and alignment, Eagles or REO may complete or perform same upon Howey's written approval of the plans and alignment which approval shall not be unreasonably withheld, conditioned or delayed. Howey agrees to cooperate and join into any applications, consents, easements, or other approvals required by any governmental entity to effectuate the construction of such improvements.

7. Documentation. Each of Howey, REO and Eagles shall maintain complete and accurate records (the "Documentation") of the actual costs and expenses that each incurs for which it is entitled to reimbursement from the other pursuant to this Agreement. Each party shall have the right to receive and review the Documentation provided by the other in order to obtain reimbursement pursuant to this Agreement.
8. Utility Agreement. Eagles previously entered into a certain Agreement and Commitment for Utility Service dated as of June 21, 2005 (the "Utility Agreement") with Central Lake Community Development District ("CDD"). The Utility Agreement provides assurances for the provision of potable water and sanitary sewer services to the Residential Parcel and the Nonresidential Parcels in consideration for commitments that include without implied limitation sharing the costs of expanding facilities to increase the CDD's potable water and sanitary sewer capacities. In the Original Agreement, Eagles transferred and assigned to Howey the rights and privileges granted by the Utility Agreement solely as they relate to the Residential Parcel. For purposes of the Original Agreement, this assignment to Howey shall include 225,000 gallons per day of sewer capacity allocated to the Residential Parcel (of the total capacity provided by the Utility Agreement of 337,500 gallons per day). Eagles reaffirms this transfer and assignment in this Agreement.
 - a. Further, each party shall secure the plans and permits, pay for inspections, and pay the Contributions-In-Aid-Of-Construction (as that term is defined in the Utility Agreement) ("CIAC") that the Utility Agreement requires be paid for that party's projects. Finally, the Utility Agreement requires the parties to pay amounts required to expand the CDD's sewage plant and, perhaps, water supply to accommodate projects on the Parcels. To the extent that Howey, Eagles or REO utilize sanitary sewer service of the CDD, each party shall be responsible for payment of the pro rata share of the cost of such expansion based upon each individual parcel's usage of sanitary sewer service.

- b. Howey shall be responsible to construct potable water and sewer distribution main gravity lines pursuant to the Utility Agreement to connect the Parcels to the CDD's systems. Further, to the extent that lift stations must be constructed to provide services to the Residential Parcels and one or more of Nonresidential Parcels, then Howey shall be responsible to construct those lift stations. Eagles and/or REO as applicable shall reimburse their share of the costs actually incurred by Howey in construction of such lift stations and distribution main gravity lines, which share shall be determined by dividing the capacity utilized by the applicable Nonresidential Parcels from such lift stations and distribution main gravity lines by the aggregate of the capacity provided thereby to both the Residential Parcel and the Nonresidential Parcels which are utilizing the potable water or sewer distribution system constructed by Howey.
- c. Neither of Howey, REO or Eagles, without the other, shall agree with CDD to amend or modify in any respect the Utility Agreement, or compromise any obligations of CDD under the Utility Agreement.
- d. Neither of Howey, REO or Eagles shall cause or suffer a default by the Developer under the Utility Agreement. Without limiting the other remedies that a party may invoke for the default of the other party, in the event either of Howey, REO or Eagles should fail timely, fully, or properly to remit a payment, or perform another obligation under the Utility Agreement, then the other party may remit that payment or perform the other obligation on behalf of the defaulting party. All expenses incurred by the non-defaulting party in curing the default of the other party shall bear interest from the date incurred until paid at the highest legal rate. Further, the defaulting party shall reimburse such expenses and interest to the other party within ten (10) days after receiving the demand of the other party for reimbursement.
- e. Each party assumes and agrees to pay or otherwise perform all other warranties, indemnities, covenants, obligations, and restrictions prescribed by the Utility Agreement, as such apply to the assuming party's Parcel. Each party shall indemnify, defend, and hold harmless the other party with respect to all expenses (including without implied limitation legal fees and court costs before all tribunals and on appeal), interest, costs, penalties, losses, damages, claims, actions, judgments, obligations, and liabilities incurred by or asserted against the other party as a result of or in connection with the default by the indemnifying party of its obligations or liabilities with respect to the Utility Agreement.
- f. To the extent that any party bears the expense of upsizing pipes so that, pursuant to the Utility Agreement, the CDD is required to pay reimbursement for the upsizing, then the party bearing that expense shall also be entitled to the reimbursement. Further, each party shall be entitled to the CIAC credits (as provided by the Utility Agreement) that are awarded for the work performed or payments made by that party.
- g. To the extent that any party determines the Utility Agreement provides surplus water or sewer capacity to the party's Parcel(s), that party shall first offer to sell the surplus capacity to another party, at then existing market rates, before offering the capacity to any other purchaser. If the party receiving the offer does not accept the offer within thirty (30) days

after receipt, then the offering party shall have the right without further restriction or condition to sell the surplus capacity to third-parties.

9. Designs of Roads, Stormwater System, and Shared Utilities. Howey and REO shall mutually approve and engage the engineers for designing and securing Permits for the Access Road and Howey and Eagles shall mutually approve and engage the engineers for designing and securing Permits for the Self Storage Access (collectively, the "Roads") Howey, REO and Eagles as applicable shall also mutually approve and engage the engineers for designing and securing Permits for the stormwater management systems and utilities systems (to the extent any are proposed) that will serve both the Residential Parcel and some or all of Nonresidential Parcels ("Shared Utilities"). The parties will design the stormwater management system for each of the Parcels in order to optimize the handling of such runoff; provided, however, except as set forth in Section 10 below, that Eagles and REO shall not be required to retain on the Nonresidential Parcels more stormwater runoff than is required to accommodate the developments on the Nonresidential Parcels and REO and Eagles' proportionate share of runoff from the Roads; and Howey shall not be required to retain on the Residential Parcels more stormwater runoff than is required to accommodate the development on the Residential Parcel and Howey's proportionate share of runoff from the Roads. The Final Plans for both the Roads and Shared Utilities shall be subject to the approval of Howey, REO and Eagles as it relates to their parcels. The costs of these engineers and Final Plans shall be allocated between Howey, REO and Eagles as prescribed by this Agreement. Any approvals required by this section shall not be unreasonably conditioned, delayed or withheld.
10. The Joint Use Ponds. Notwithstanding the foregoing Section 9, as depicted on Exhibit D, there is a joint use pond proposed to be located on the Residential Parcel between the Self-Storage Parcel and Park #10 and 2.2 acres of previously platted lots (the "Self-Storage/Residential Joint Use Pond"). There is also a joint use pond proposed to be located between the Commercial Parcel and the Residential Parcel on the Commercial Parcel as depicted on Exhibit D (the "Commercial/Residential Joint Use Pond"). Eagles has the right, but not the obligation, to construct the portion of the Self-Storage/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities, and is granted access and temporary construction easements and drainage easements for same pursuant to Section 13 below. Howey has the right to construct or expand the Self-Storage/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities. Howey has the right, but not the obligation, to construct the portion of the Commercial/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities, and is granted access and temporary construction easements and drainage easements for same pursuant to Section 13 below. REO has the right to construct or expand the Commercial/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities.
11. Cost Controls. Each party acknowledges that the other party has a substantial interest in limiting as much as possible the reimbursements to be paid to the other party pursuant to this Agreement. In acknowledgement of that interest, the parties agree as follows:

- a. Each party will perform the Reimbursable Work (defined below) in an efficient and economical manner, consistent with prudent practices.
 - b. Each party shall have the right, but not the obligation, to participate with and to assist the other party in preparing the plans, specifications, and other details (collectively, the "Details") for the work for which the applicable reimbursements will be payable ("Reimbursable Work"). No Details shall be deemed final until approved in writing by the party that must pay reimbursement for the work reflected in the Details. Once the parties have approved any Details, then those Details may not thereafter be materially changed without the written approval of both parties.
 - c. Each party shall have the right, but not the obligation, to participate with and assist the other party in negotiating and securing estimates, proposals, and contracts (collectively, "Contracts") for the provision of materials and services for the Reimbursable Work. Notwithstanding any other provision of this Agreement, if a party in its reasonable discretion determines that the amount of any such Contract is unreasonable or excessive, that party shall have the right to secure proposals from other qualified providers. Once the parties have approved a Contract, then that Contract may not thereafter be materially changed without the written approval of both parties. For purposes of this Agreement, a provider shall be deemed qualified if it possesses any license or certification required for the supplies or services it provides, has at least six (6) years experience in providing those supplies or services, and is solvent.
 - d. Each party will have the right to require the contract by which a provider for Reimbursable Work is engaged be a fixed sum contract so that the provider bears the risk of cost increases, other than cost increases resulting from change orders.
12. Liens for Reimbursements. Any claim for reimbursement, including interest costs, and expenses, including reasonable attorneys' fees awarded incurred in enforcing payment in any suit or proceeding under this provision, shall be assessed against the other party and shall constitute a lien (the "Assessment Lien") against the portions of the Parcels of the other depicted on Exhibits A and B until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records of Lake County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all mortgages and liens recorded in the Office of the County Recorder of Lake County, Florida prior to the date of recording of said notice of lien, and (iii) all property rights transferred by a party in the Public Records before the recording of the notice of lien.
13. Grant of Easements. Each of Howey, REO and Eagles hereby creates, grants, and conveys to the other, for the benefit of and appurtenant to the Residential Parcel and the Nonresidential Parcels, the following easements (the "Easements"):
- a. Drainage Easement. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below) a nonexclusive appurtenant drainage

easement upon, under, over, above and across the Residential Parcel and the Nonresidential Parcels in the areas described in Sections 9 and 10 ("Drainage Easement Area") for the purposes of constructing stormwater drainage systems and of draining, detaining, and retaining surface waters from the Parcels and maintaining the historic rate and volume of surface water drainage. Such drainage shall flow into the stormwater management system to be located on and in the Drainage Easement Area.

- b. Utility Easement. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below) a nonexclusive appurtenant utility easement upon, under, over, above and across the Residential Parcel and the Nonresidential Parcels (the "Utility Easement Area") for the purposes of providing water, sanitary sewer, telephone, electricity, cable television, and other utility services to the Parcels, and of constructing the utilities systems necessary to provide such services to the Parcels.
- c. Access and Temporary Construction Easement. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below), a nonexclusive appurtenant access easement upon, over, above and across the Residential Parcel and the Nonresidential Parcels (the "Access Easement Area") for the purpose of ingress and egress to and from the Parcels. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below), a temporary nonexclusive appurtenant easement upon, over, above and across the Residential Parcel and the Nonresidential Parcels (the "Temporary Construction Easement Area") to the extent reasonably necessary to complete the construction of the Access Road, the Self Storage Access and the Emergency Access and of constructing joint use ponds as described in Sections 9 and 10 above, streets and other roadway improvements required to provide such ingress and egress together with any other improvements envisioned by this Agreement (the "Construction Work") . The Temporary Construction Easement shall terminate in part or in whole as applicable on the date that the Construction Work has been completed as evidenced by acceptance of any public facilities included as part of the Construction Work by the applicable Authority or the execution of a completion certificate under seal by a Florida licensed civil engineer as to any non-public facilities or improvements included as part of the Construction Work.
- d. Additional Rights. Eagles, REO and Howey and their respective successors in interest may construct, install, maintain, repair, replace, remove, operate, and use within each Easement Area such pipes, lines, conduit, cable, and other equipment, apparatus, and improvements as may be reasonably necessary for the purpose of exercising the rights provided by, and making full use of, the easements granted herein. Eagles, REO and Howey and their respective successors in interest are also expressly permitted an easement for ingress and egress on, across, and over the Parcels as may be reasonably necessary in order to exercise the rights granted in this Agreement and for access to and from the Utilities Systems and Stormwater Systems (both as defined below in this Section). Each of Eagles, REO and Howey,

and their respective successors in interest, shall have the right to connect lines, cables, pipes, conduit, and other utilities equipment, apparatus, and facilities from its Parcel to the utilities equipment, apparatus, and facilities located within the other Parcels (the "Utilities Systems"). Each of Eagles, REO and Howey, and their respective successors in interest, shall have the right to connect ditches, swales, pipes, culverts, and other drainage structures, equipment, and apparatus from its Parcel to such drainage structures, equipment, and apparatus constructed or placed on the Parcels, and shall be permitted to conduct surface waters draining from its Parcel into the stormwater management systems constructed within the other Parcel for the discharge, drainage, use, retention, and detention of surface waters as may be permitted by the applicable Authorities (the "Stormwater System"). Each of Eagles, REO and Howey, and their respective successors in interest, shall have the right to connect roads, rights-of-way, driveways, and other access facilities from its Parcel to such access facilities on the other Parcels (the "Access Facilities").

- e. Authorized Users. For purposes of this Agreement, "Authorized Users" refers to tenants, and other occupants of the applicable Parcel, their respective contractors, agents, guests, employees, and invitees, and utilities providers and security services (such as police and fire) and the agents, employees, and contractors of utilities providers and security services. References in this Agreement to an "Easement Area" shall mean any of the Drainage Easement Area or Utility Easement Area or Access Easement Area, as may apply in the context; and references to the "Easement Areas" shall refer to all of the Drainage Easement Area and Utility Easement Area, Temporary Construction Easement Area and Access Easement Area. Until each Easement Area is limited in accordance with the following subsection titled "Identification of Easement Areas," each Easement Area shall consist of all of the Residential Parcel and the Nonresidential Parcels.
- f. Identification of Easement Areas. The Easements granted by this Agreement affect and apply to the Residential Parcel and the Nonresidential Parcels. Hereafter, however, as is provided below, each of the parties will cause the Final Plans (defined below) for the party's Parcel to be prepared which will identify the locations within the Parcel to be used for the Easements set forth in this Section 13. After the Final Plans have been completed and approved by the Applicable Authority, notwithstanding any other provision of this Agreement, the Easements granted hereby will affect and apply only to, and Eagles, REO and/or Howey (as applicable depending on the easement area as shown in the Final Plans) shall enter into either a separate instrument or an amendment of this Agreement limiting the respective Easement Areas to, the locations prescribed in the Final Plans for the Easements.
- g. Recording of Plats and Termination of Easements. The parties acknowledge that delays by any of them could result in costly delays for the other. Particularly, one party may not be permitted to proceed with its project until the other party has dedicated right-of- ways or granted utility easements on its Parcel that are intended also to benefit other Parcels. Accordingly, if required by an Authority in order for

a party to proceed with its project, the other party will promptly cause right-of-ways and easements to be dedicated or otherwise created on its Parcel. Without limiting the remedies to the parties, this covenant to grant dedications and easements shall be enforceable in equity by an action for specific performance. Notwithstanding any other provision of this Agreement, with the exception of the Temporary Construction Easement, which shall terminate as set forth in Section 13(c) above, the Easements shall terminate with respect to any portion of a Parcel at such time as such portion of the Parcel is platted and easements for the same purposes and uses (including without implied limitation intensities of use) as are prescribed herein for the Easements, and also providing to the parties and the Parcels the same rights, easements, and other benefits, are completed and dedicated to the perpetual use of the public. Upon termination of any of the Easements, the parties shall execute an appropriate notice of termination thereof in recordable form; provided, however, if any of the Easements is terminated in part, such notice shall apply only to the portion of the Easements which are so terminated. Notwithstanding the foregoing, no portion of an Easement shall terminate if the consequence of that termination will be to deprive a Parcel of utility services or access, or to deprive a Parcel of the right to drain surface waters, all as contemplated herein.

14. Use of Easements.

- a. Prohibition Against Obstruction. No party shall materially obstruct, impede, or interfere in another party's, or its Authorized Users', use of an Easement Area for the purposes described herein. Each party shall at all times use the Easement Areas in such a manner as not to interfere materially with the normal operation of the improvements thereon.
- b. Compliance with Laws. Each party shall comply with and conform to all Permits, laws, codes, statutes, regulations, and other governmental requirements applicable to the use and maintenance of an Easement Area.
- c. Liens. No party nor any Authorized User shall cause any claim, lien, or other encumbrance arising from its use of an Easement Area to accrue against or attach to any portion of the Parcel belonging to another party. Each party shall at its sole cost and expense replace and restore to their original condition any portions of an Easement Area that are disturbed or damaged by or in connection with that party's performance of work within an Easement Area.
- d. Intensity of Use. Except as otherwise set forth herein, the Easements and other rights granted by this Agreement shall be deemed to permit the increased surface water drainage, utilities consumption, vehicular traffic, and other increased demands and impacts resulting from the development and improvement of the Parcels. Such increases in the intensity in the use of the Easements shall be expressly permitted.

- e. Final Plans. For purposes of this Agreement, the "Final Plans" shall consist of the final subdivision plats and construction plans or their functional equivalent approved by the Town to allow development of the applicable Parcel.
 - f. Indemnification. Each party shall indemnify, defend and hold harmless the other party or parties as applicable and their directors, officers, employees, agents, members and managers against and from any and all fines, penalties, violations, claims, actions, damages, liabilities, costs and expenses, of any nature whatsoever (and the reasonable attorneys' fees and costs incurred before, during or after trial, including appeals) incurred in connection with their use of the Easements.
15. Insurance. Prior to entering onto the another party's Parcel, and at all times thereafter until work is completed, the party performing the work shall maintain a comprehensive general liability and property damage policy in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00), naming the party upon whose Parcel the work will be performed as an additional insured, which will cover the activities of the exercise of rights under this Agreement and construction, but is not intended to be a limitation of remedies hereunder.
16. Remedies and Enforcement.
- a. Remedies for Breach. In the event of a breach or threatened breach by any party of any of the terms, covenants, restrictions or conditions hereof, the other party or parties shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. In addition, if any breach hereof is a party's failure to construct, maintain, or repair required improvements, or a party's obstructing or impeding another party's permitted use of an Easement Area, then the other party or parties may cure such default on behalf of the defaulting party by performing the applicable work or removing the obstruction, whereupon the defaulting party shall immediately reimburse all costs and expenses thereby incurred by the curing party or parties.
 - g. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.
 - h. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party or parties after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

17. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Howey, REO and Eagles, or their respective successors in interest, evidenced by a document that has been fully executed and acknowledged and recorded in the official records of the County Recorder of Lake County, Florida.
18. Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.
19. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
20. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
21. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. This Agreement shall run with the land, provided however, that no Lot Owners shall have any rights or obligations under this Agreement. A "Lot Owner" shall mean an end-user of a lot created within the Overall Land with a completed residential unit constructed thereon for which a certificate of occupancy has been issued.
22. Separability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
23. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded by this Agreement.
24. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The original notice addresses of the Eagles, REO and the Howey are the addresses provided for each of them at the beginning of this Agreement.

25. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.
26. Estoppel Certificates. Each party, within twenty (20) day of its receipt of a written request from the other party, shall from time to time provide the requesting party, a binding certificate stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
27. Bankruptcy. In the event of any bankruptcy affecting any party or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
28. Extent of Liability. Howey, REO and Eagles shall be liable hereunder only for obligations that arise during the period each is the owner of its respective Parcel. On the transfer by either party of all of its right, title, and interest to its Parcel, that owner shall have no further rights, liabilities, or obligations hereunder for any matter arising after such transfer. On the occurrence of such a transfer, the transferee shall thereupon become obligated and liable for the all obligations and liabilities, and shall receive all rights, that arise while the transferee is owner of the applicable parcel.
29. Compliance with Authorities. To the extent that any revisions must be made to this Agreement, or this Agreement must be supplemented, amended, restated, replaced, or otherwise revised, in order to comply with any requirements of an Authority imposed in connection with approving the development of a Parcel, then Howey, REO and Eagles shall sign and deliver such documents, take such other actions, and otherwise cooperate with each other, as may be necessary to comply with the requirements of the authority.
30. Construction Work. Each party hereby acknowledges that the other party is not a licensed contractor. All obligations contained in this Agreement which require either party to perform any work that would, under any applicable law, regulation, or statute, be required to be performed by a contractor licensed by the State of Florida, or any applicable governmental agency, shall be performed by an appropriately licensed contractor contracted by the applicable party or its agent. The parties further acknowledge, understand and accept that any such work required of them but performed by others shall in no way be deemed to be a breach of the parties' respective obligations under this Agreement, and, upon the proper performance of those obligations by others, shall be deemed to be satisfaction of such obligations by the applicable party.
31. Joinder and Cooperation. Each party shall from time to time at the request of another promptly join with the requesting party in the execution and submission of such instruments, petitions, applications, requests and other documents or writings that the requesting party may request in connection with the requesting party's development of the its Parcel, and in

connection with the requesting party's efforts to perform the requirements of this Agreement. No party shall be under the obligation to incur expense in performing its obligations under this provision. Without limiting the foregoing, because the development of the Parcels has been approved by the Town pursuant to a single master plan, if required by the Town or another Authority, each party shall cooperate with the other party in securing for the requesting party's Parcel or Parcels preliminary subdivision plan approval, Final Plan approval, amendments to the zoning and approved site plans, and other approvals.

32. Time of Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the performance required of either party under this Agreement is delayed by act of God, civil commotion, governmental or sovereign conduct (including but not limited to delays in the issuance of permits or approvals), strikes, lock-outs, labor trouble, restrictive laws or regulations, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of time that is reasonably necessary to remedy the effects of the occurrence causing the delay. Nothing in this provision shall be construed as relieving a party from any obligation hereunder timely to make a payment of any charge or other monetary obligation.
33. Further Assurances. The parties will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by the other to carry out the intent and purpose of this Agreement.
34. Expense. Any action, either required or optional, taken by any party as provided in this Agreement, is taken at the expense of the actor unless otherwise specifically provided in this Agreement.
35. Force Majeure. If the performance by any Party of any of its obligations hereunder is delayed by natural disaster, pandemic, terrorist activity, war, labor dispute, governmental delay or unavailability of materials, then the deadline for completion of such obligation shall be extended by a like number of days. The foregoing shall not apply to any obligation to pay money due hereunder.
36. Not a Partnership or Joint Venture. Notwithstanding that the parties have entered into this Agreement for the purpose of cooperating in development and construction of the items set forth herein, the parties are not partners, joint venturers, or agents of each other, and have no power to bind each other to any contract or other agreement with respect to the subject matter hereof.
37. Effective Date. This Agreement shall become effective concurrently with the effective date of the Amended PD.
38. Each party hereby represents and warrants to the other parties that either (a) there is no mortgage encumbering such party's parcel or (b) the holder of every mortgage on such party's parcel has joined in and consented to this Agreement.

[signatures and acknowledgements on following pages]

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"

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

[Signature]
Print Name: Carmen Estenoso

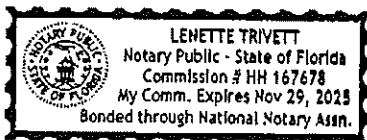
By: [Signature]
Print Name: Edward W. Easter
Title: Manager

[Signature]
Print Name: Lenette Trivett

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was executed, sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this November 7, 2022 by Edward W. Easter as Manager of HOWEY IN THE HILLS, LTD., a Florida limited partnership, on its behalf.

(SEAL)



[Signature]
Signature of Notary Public

Lenette Trivett
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"

REO FUNDING SOLUTIONS IV, LLC,
a Georgia limited liability company

Matthew Sullivan
Print Name: Matthew Sullivan

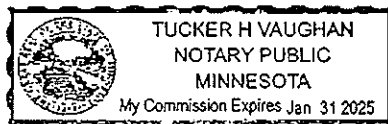
By: [Signature]
Print Name: Rudy Nowell
Title: Vice President

Kevin Sullivan
Print Name: Kevin Sullivan

STATE OF ~~FLORIDA~~ Minnesota
COUNTY OF Hennepin

The foregoing instrument was executed, sworn to and acknowledged before me by means of X physical presence or online notarization, this November 18/22, 2021, by Rudy Nowell, as Vice President of REO FUNDING SOLUTIONS IV, LLC, a Georgia limited liability company, on its behalf.

(SEAL)



[Signature]
Signature of Notary Public

Tucker Vaughan
Name of Notary Public
(Typed, Printed or stamped)

Personally Known X OR Produced Identification _____
(Type of Identification Produced)

EXHIBIT "A"

Legal description of Residential Parcel

EXHIBIT A

- A) THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
- B) THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
- C) A TRIANGULAR TRACT OF LAND DESCRIBED AS FOLLOWS:
- BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE WEST APPROXIMATELY 330 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH APPROXIMATELY 330 FEET TO THE NORTHEAST CORNER OF THE TWO AND ONE-HALF ACRE TRACT LAST DESCRIBED; THENCE SOUTHEAST TO THE POINT OF BEGINNING.
- D) THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THAT PART LYING WITHIN TAYLOR MEMORIAL CEMETERY HEREINAFTER PARTICULARLY DESCRIBED:
- E) THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 19, NOW PAVED, LESS AND EXCEPT SUCH PORTION OF TAYLOR MEMORIAL CEMETERY INCLUDED THEREIN, WHICH CEMETERY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- BEGINNING AT THE EAST 1/2 MILE CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN WEST 1490 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD NOW PAVED; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 446.5 FEET TO A CEMENT MARKER AND THE POINT OF BEGINNING OF CEMETERY PROPERTY; RUN THENCE SOUTHWESTERLY WITH THE NORTH RIGHT OF WAY LINE OF SAID ROAD 509.4 FEET; THENCE NORTH 36d27' WEST, 573.8 FEET; THENCE NORTH 51d33' EAST, 500 FEET, THENCE SOUTH 38d27' EAST, 500 FEET TO THE POINT OF BEGINNING.
- F) THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 19, NOW PAVED, LESS AND EXCEPT SUCH PORTION THEREOF AS IS CONTAINED IN THE PLAT OF PALM GARDENS, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ON FEBRUARY 26, 1951, IN PLAT BOOK 12, PAGE 11.
- G) THE WEST 1/2, LESS AND EXCEPT THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
- H) THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTH OF COUNTY CLAY ROAD, IN SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. SUBJECT TO THE RIGHTS OF WAY FOR ALL EXISTING STATE, COUNTY AND TOWN ROAD, STREETS AND HIGHWAYS.
- I) A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND GENERALLY DESCRIBED AS LYING SOUTH OF THE RESIDENCE OF DON WHITE AND WEST OF THE WESTERLY BOUNDARY LINE OF PALM GARDENS SUBDIVISION.
- J) ALL OF BLOCK D-14, ACCORDING TO THE PLAT OF PALM GARDENS, FILED FEBRUARY 26, 1951, AND RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- ALL OF THE ABOVE LAKE COUNTY PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

Exhibit A - 1

EXHIBIT A - continued

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD.

G) DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

LESS: The real property described on the attached Exhibit A-1.

EXHIBIT A-1LESS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'55"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°25'50", A RADIUS OF 2344.53 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°45'11"W AND A CHORD DISTANCE OF 595.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°52'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 919.69 FEET, A CHORD BEARING OF S26°32'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N74°26'33"W, 401.66 FEET; THENCE RUN S68°12'24"W, 688.71 FEET; THENCE RUN N53°42'00"W, 759.16 FEET; THENCE RUN N12°55'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°16'17"E, 13.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N02°22'57"E AND A CHORD DISTANCE OF 52.88 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.81 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N42°06'53"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°55'15", A RADIUS OF 74.59 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N53°13'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 135°45'31", A RADIUS OF 99.95 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°43'19", A RADIUS OF 24.94 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°47'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 500.96 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°59'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 35.085 ACRES MORE OR LESS.

ALSO LESS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'55"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID

EXHIBIT A-1 continued

NORTHWESTERLY RIGHT-OF-WAY LINE, 502.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.5 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'12"W AND A CHORD DISTANCE OF 93.15 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY, THENCE RUN N87°03'11"E, ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET, THENCE RUN N52°55'51"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 1000 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°51'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY, THENCE RUN S37°55'02"E, 525.13 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 1000 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.181 ACRES MORE OR LESS.

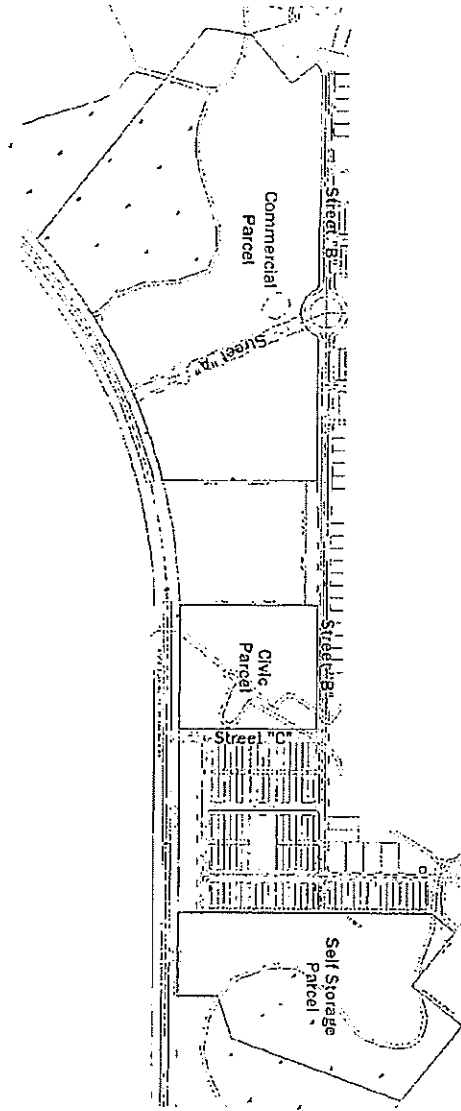
AND ALSO LESS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N88°21'55"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'22"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING, THENCE RUN N37°55'02"W, 1008.83 FEET, THENCE RUN N05°35'27"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 272.06 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S06°25'47"W, 739.19 FEET; THENCE RUN S17°52'33"E, 117.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'22"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11.978 ACRES MORE OR LESS.

EXHIBIT "C"

Non-Residential Parcels Drawing From Original Agreement
Roadway configurations have changed as set forth herein



The quality of this image
is equivalent to the quality
of the original document.

COMPOSITE EXHIBIT "D"
Plans

Plan for Howey Self Storage Access

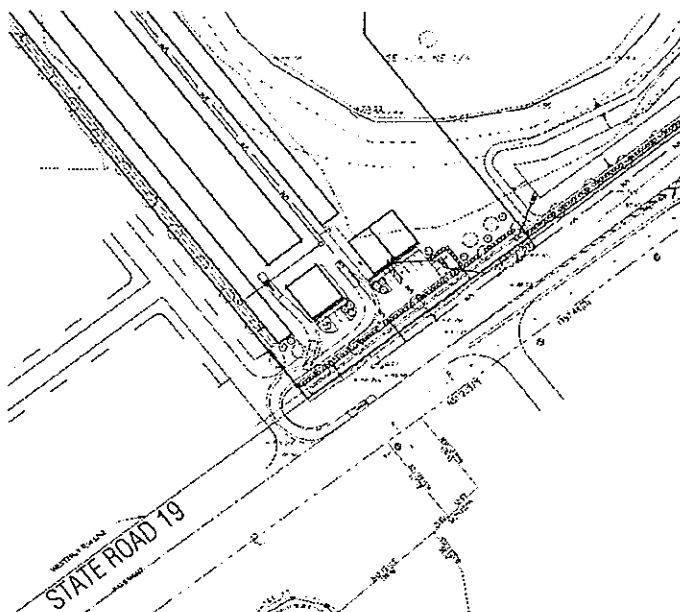

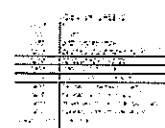
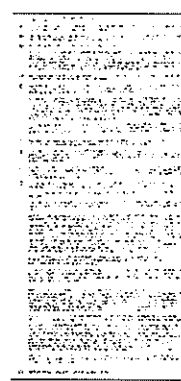
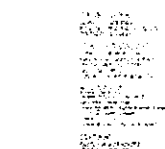

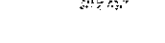
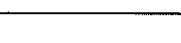
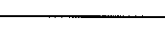




















































Exhibit D - 1

THE RESERVE AT HOWEY IN THE HILLS PUD	
PUD #	
PARCEL #: 26-20-25-0100-000-00002, 35-20-25-0003-000-00501, 35-20-25-0002-000-00500, 26-20-25-0100-000-00004, 26-20-25-0100-000-00005, 26-20-25-0100-000-00004, 26-20-25-0100-000-00500, 26-20-25-0100-000-00003 & 26-20-25-0400-D14-00000	
HOWEY-IN-THE-HILLS LAKE COUNTY, FL	
PREPARED FOR LENHAR - ORLANDO 6750 FORUM DRIVE, SUITE 310 ORLANDO, FL 32821	
PROJECT LOCATION	
LOCATION MAP	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	

CW Connelly & Wicker Inc.
Planning · Engineering · Landscape Architecture

10060 SKINNER LAKE DR., SUITE 500
JACKSONVILLE, FLORIDA 32246
(904) 265-3030 FAX (904) 265-3031

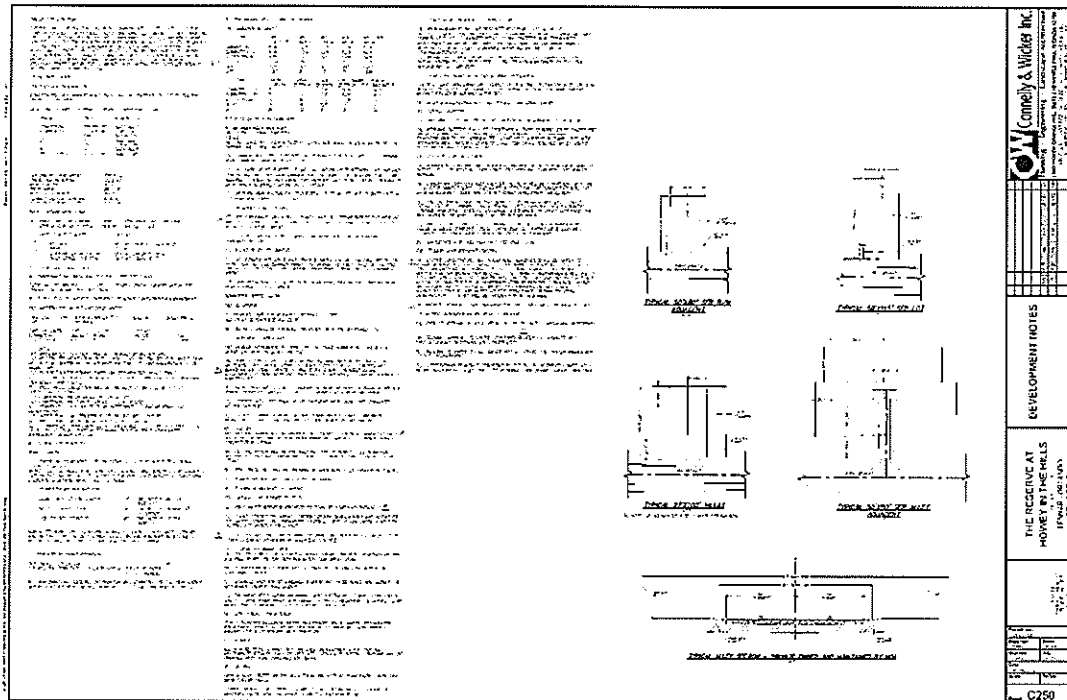
1560 NORTH ORANGE AVE., SUITE 210
WINTER PARK, FLORIDA 32789
(407) 261-3100 FAX (407) 261-3099

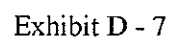
FLORIDA REGISTRY: 0050 L.A. PERMIT: 1C7000311
www.cwinc.com

COVER

THE RESERVE AT
HOWEY IN THE HILLS
LAKE COUNTY, FL

Sheet C-100





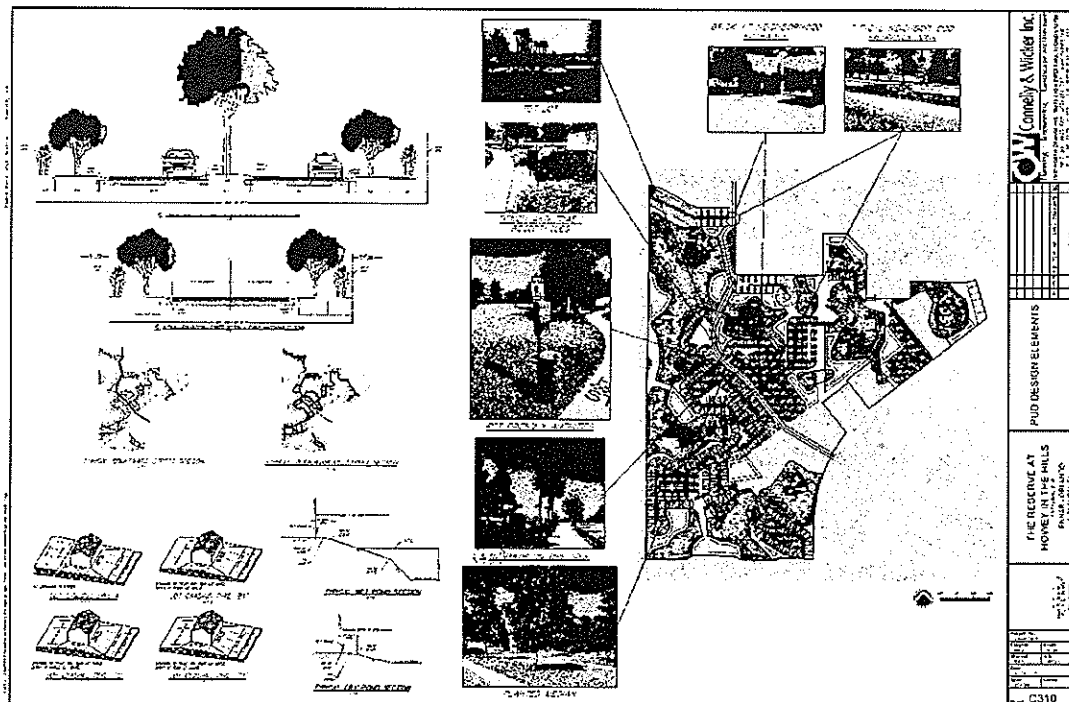


Exhibit D - 8

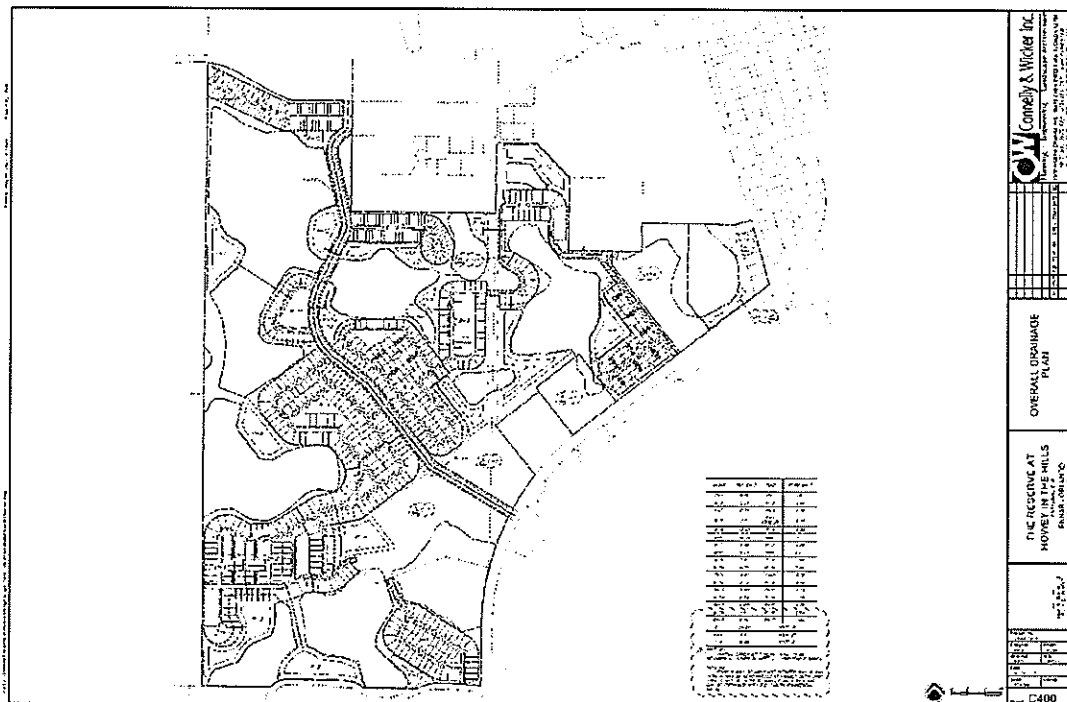


Exhibit D - 9

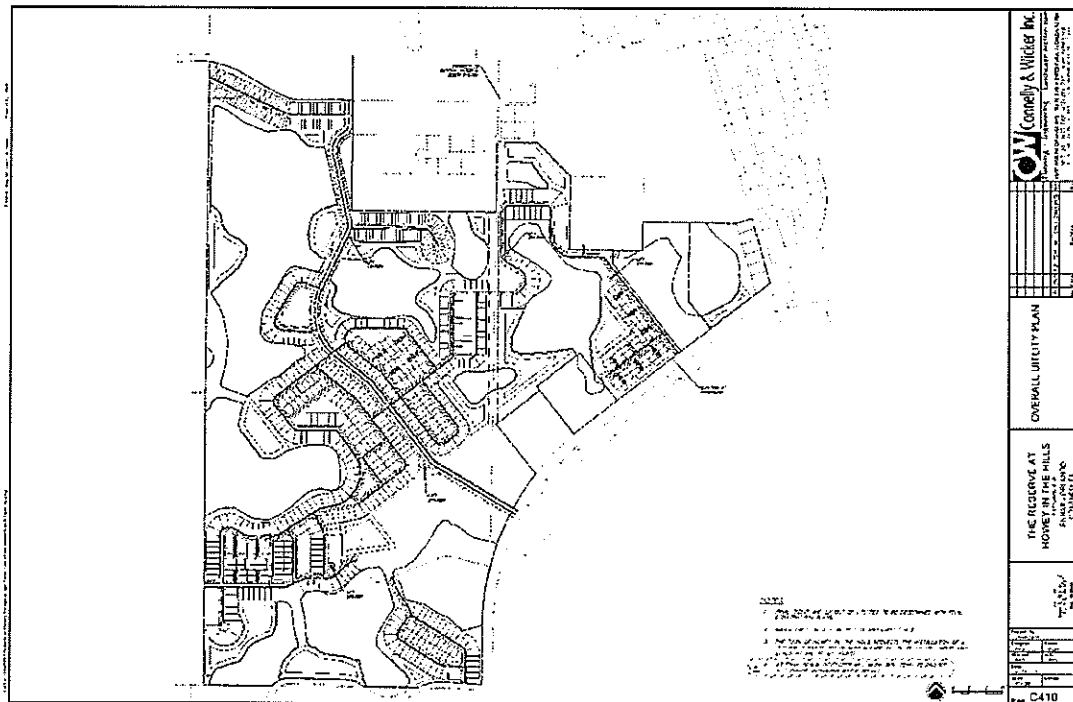


Exhibit D - 10

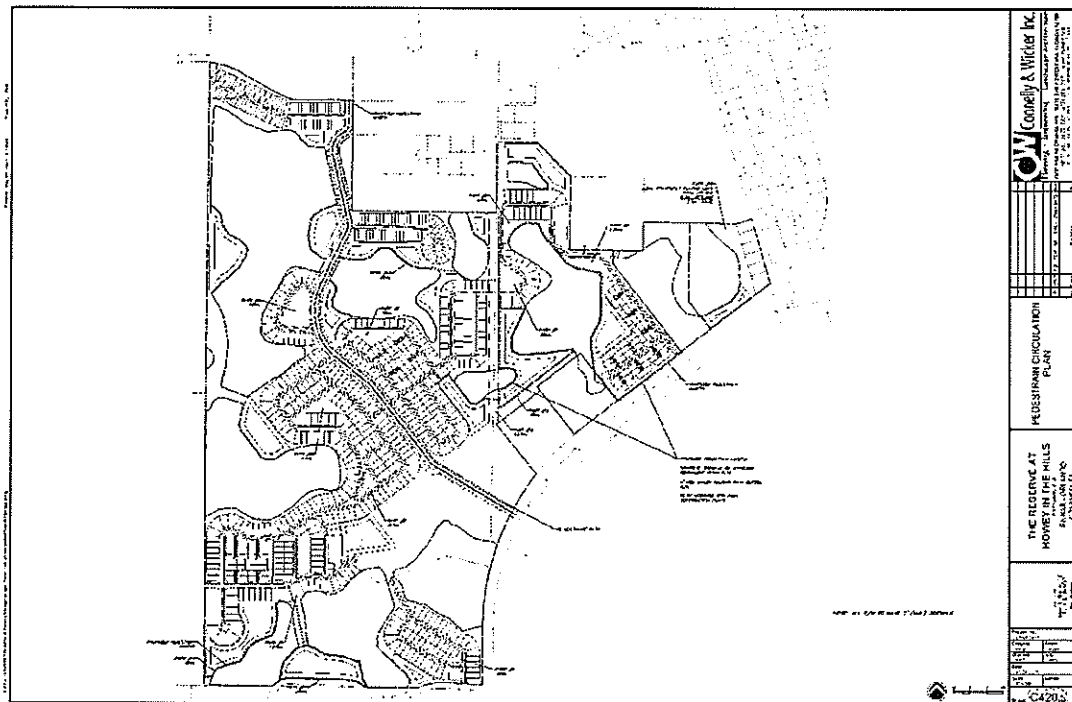


Exhibit D - 11



Item 1.

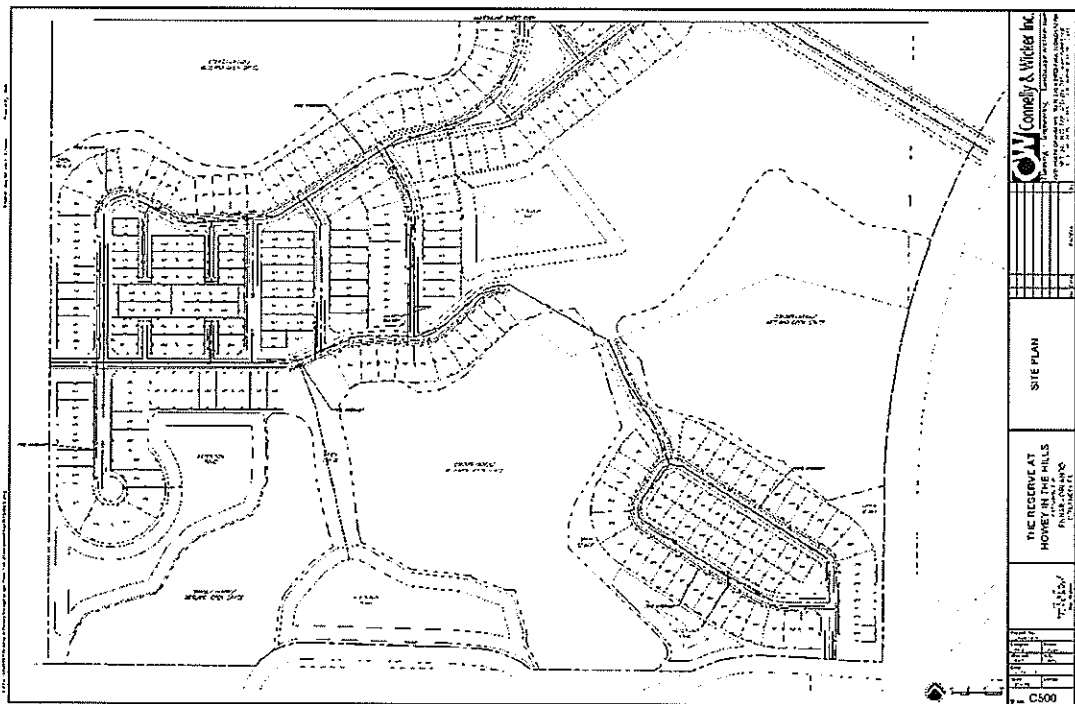


Exhibit D - 13

Item 1.

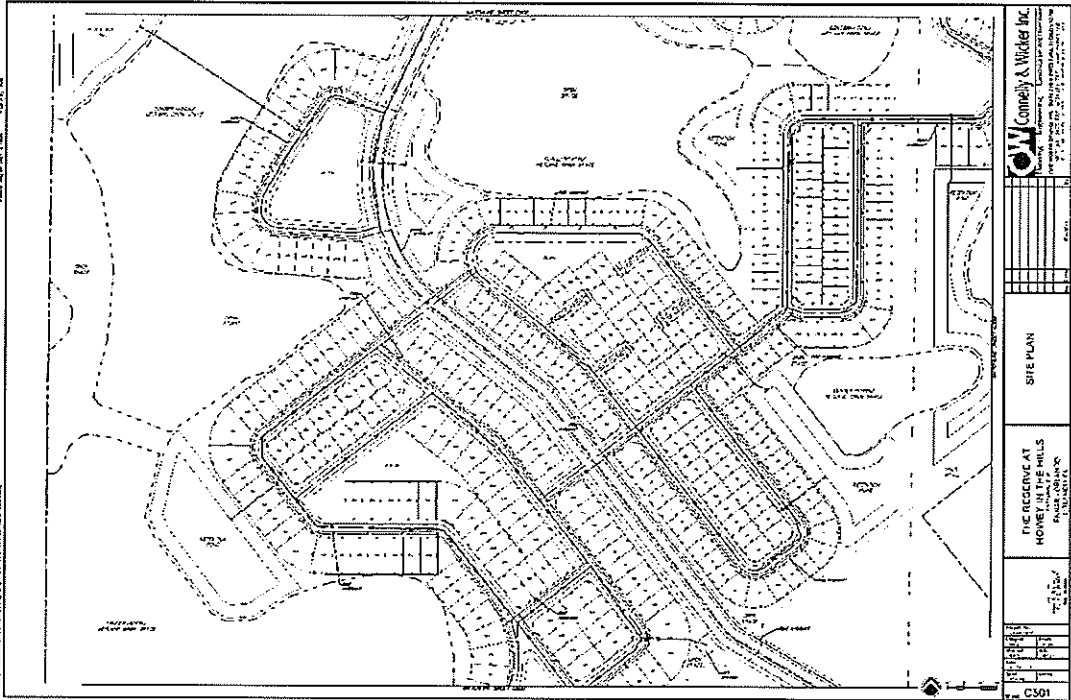


Exhibit D - 14

Item 1.

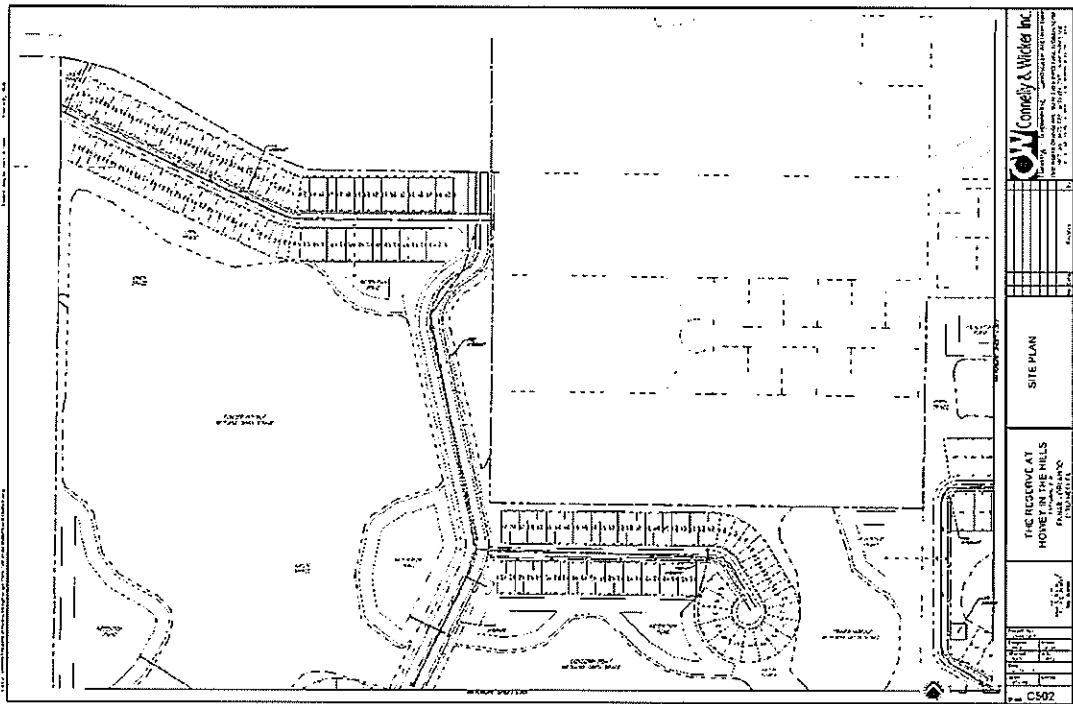


Exhibit D - 15

Item 1.

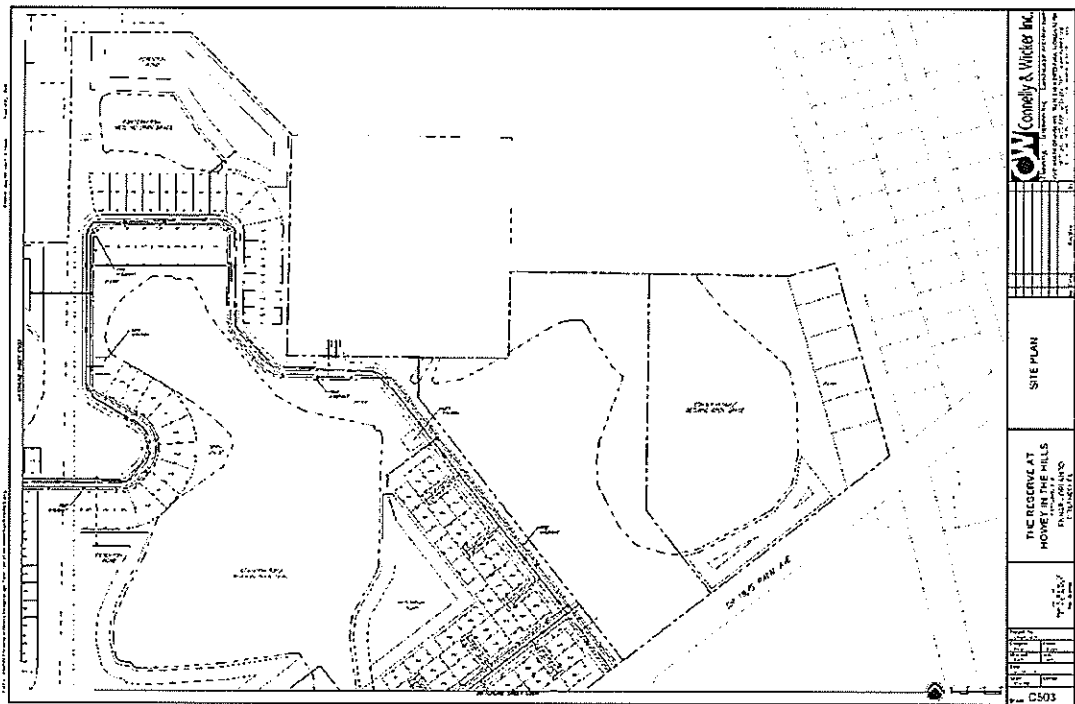


Exhibit D - 16

COMMERCIAL PARCEL SHOWING OUTDATED ACCESS ROAD CONFIGURATION -
ACCESS ROAD CONFIGURATION HAS BEEN CHANGED AS SHOWN ON PAGE D-2

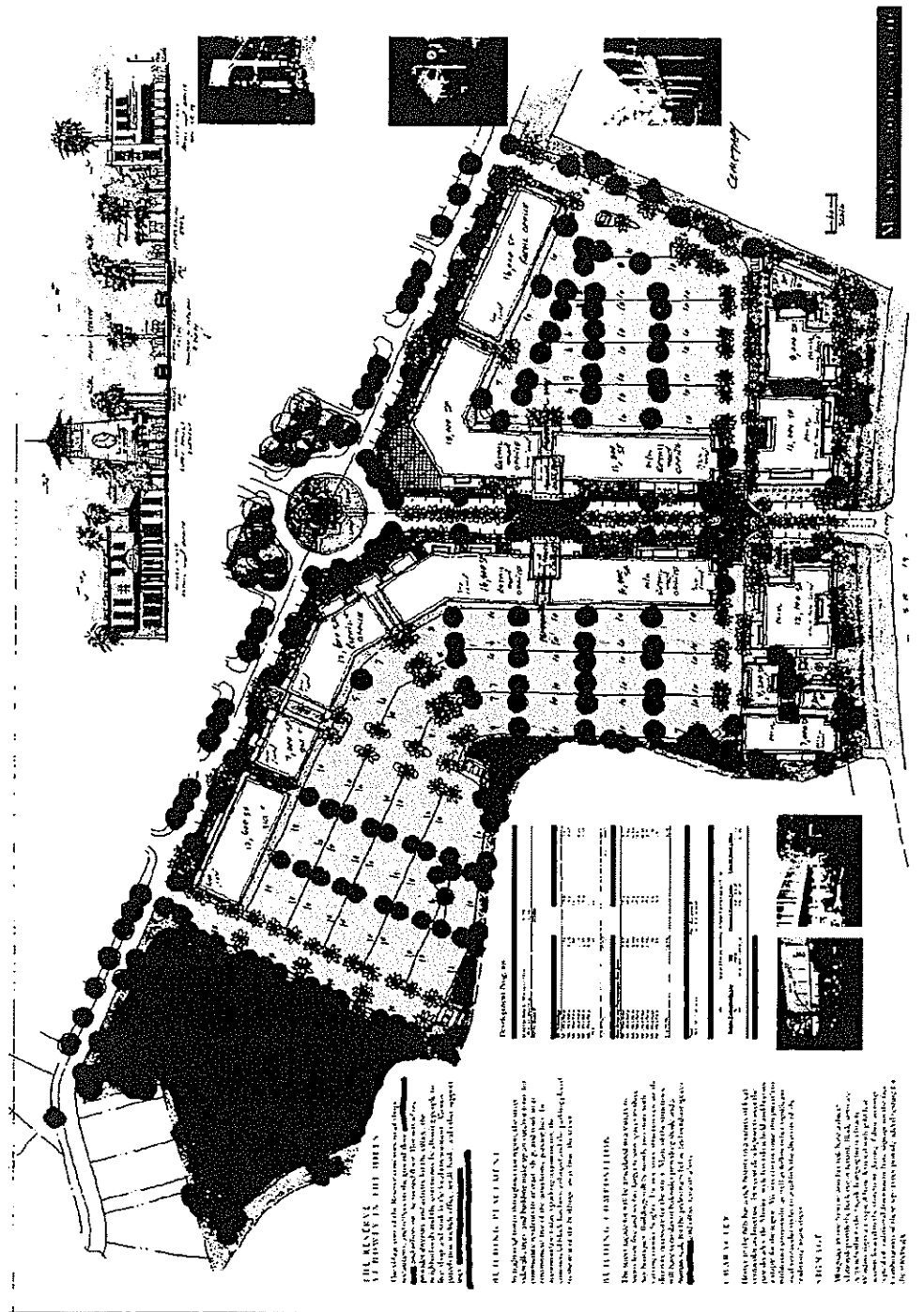


Exhibit D - 18

SELF STORAGE PARCEL – ACCESS DEPICTION IS OUTDATED AND IS CORRECTLY SHOWN ON PAGE D-1

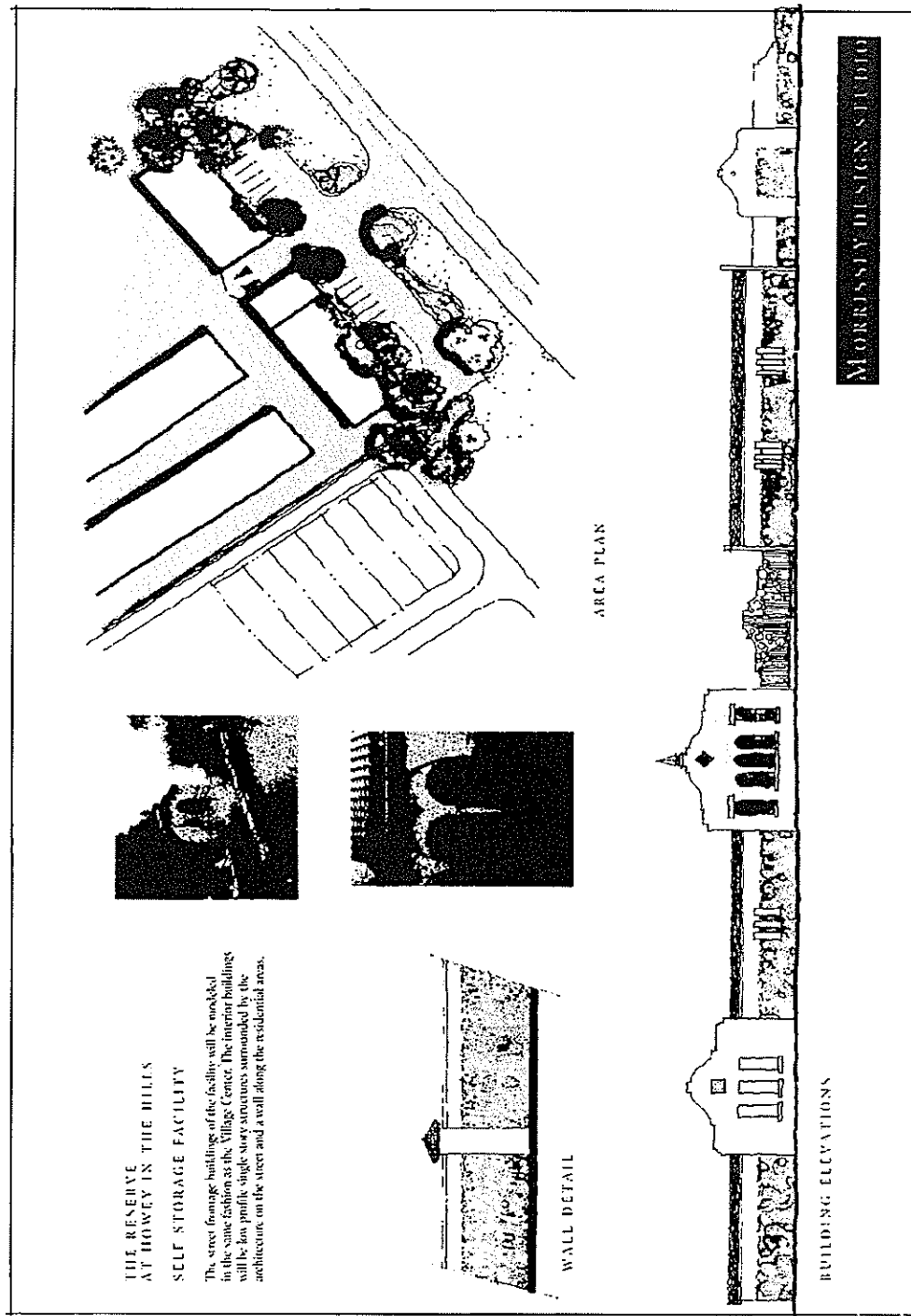


Exhibit D - 19

JOINDER AND CONSENT

THE NORTHERN TRUST COMPANY, an Illinois banking corporation, formerly known as Northern Trust, N.A., a national banking association ("**Mortgagee**"), as holder of that certain Mortgage and Security Agreement from Howey in the Hills, Ltd., a Florida limited partnership, as grantor in favor of Commercebank, N.A., a national banking association, as mortgagee, recorded November 10, 2005 in Official Records Book 3003, Page 1412, as assigned to Northern Trust, N.A., a national banking association, by that certain Assignment of Mortgage, Note and Other Loan Documents, recorded June 6, 2007 in Official Records Book 3446, Page 111 (the "**Assignment**"), as modified by that certain Mortgage Modification Agreement, recorded June 6, 2007 in Official Records Book 3446, Page 115, as amended by that certain Amended, Consolidated and Restated Mortgage and Security Agreement recorded June 6, 2007 in Official Records Book 3446, Page 124, as assigned to EC LOAN No. 2, LLC, a Florida limited liability company, by that certain Assignment of Mortgage, recorded December 29, 2010 in Official Records Book 3986, Page 1379 and as collaterally assigned to Northern Trust, N.A., a national banking association, by that certain Collateral Assignment of Note and Mortgage, recorded December 29, 2010 in Official Records Book 3986, Page 1383, along with related Assignment of Leases and Rents recorded November 10, 2005 in Official Records Book 3003, Page 1443, as previously assigned to Mortgagee by the Assignment, and related Assignment of Leases, Rents and Profits in favor of Northern Trust, N.A., a national banking association, recorded June 6, 2007 in Official Records Book 3446, Page 145, all in the Public Records of Lake County, Florida, which encumbers the land described in **Exhibit A** attached, hereby joins in and consents to the recording of the [Development Agreement] to which this Joinder and Consent is attached.

Nothing herein contained shall be deemed or construed to effectuate any subordination of the Mortgage or the rights of Mortgagee thereunder to any other matters or to affect the priority of the liens created by the Mortgage in any respect relative to any other matters placed of record subsequent to the execution and recordation of the Mortgage.

The undersigned Mortgagee makes no warranty or representation of any kind or nature concerning the [Development Agreement] or any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation and does not assume and shall not be responsible for any of the obligations or liabilities of the parties as may be contained in the [Development Agreement].

IN WITNESS WHEREOF, Mortgagee has duly executed this instrument on this February 16, 2022

Signed, sealed and delivered in the presence of:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation, formerly
known as Northern Trust, N.A., a national
banking association

Witness: Anthony Lucas

By: Gary P. Kayfus
Gary P. Kayfus, Vice President

Print Name: Anthony Lucas

Witness: Carla Salcito

Print Name: Carla Salcito

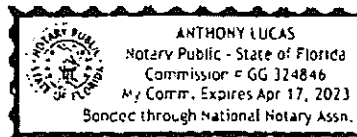
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of February, 2022, by Gary P. Kayfus, as a Vice President of **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation, formerly known as Northern Trust, N.A., a national banking association, on behalf of the national banking association, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Anthony Lucas
NOTARY PUBLIC
Printed Name: Anthony Lucas
My Commission Expires: 4-17-23



ACTIVE 62651078v1

4854-1759-4380 v.2 135592/00162

EXHIBIT "A"**TO ASSIGNMENT OF LEASES, RENTS AND PROFITS**

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; and,

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; and

A TRIANGULAR TRACT OF LAND DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE WEST APPROXIMATELY 330 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH APPROXIMATELY 330 FEET TO THE NORTHEAST CORNER OF THE TWO AND ONE-HALF ACRE TRACT LAST DESCRIBED; THENCE SOUTHEAST TO THE POINT OF BEGINNING; and

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THAT PART LYING WITHIN TAYLOR MEMORIAL CEMETARY HEREINAFTER PARTICULARLY DESCRIBED:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 19, NOW PAVED. LESS AND EXCEPT SUCH PORTION OF TAYLOR MEMORIAL CEMETARY INCLUDED THEREIN, WHICH CEMETARY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/2 MILE CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN WEST 1490 FEET TO AN IRON PIPE ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NOW PAVED; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 446.5 FEET TO A CEMENT MARKER AND THE POINT OF BEGINNING OF CEMETARY PROPERTY; RUN THENCE SOUTHWESTERLY WITH THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD 509.4 FEET; THENCE NORTH 36° 27' WEST, 573.8 FEET; THENCE NORTH 51° 33' EAST, 500 FEET; THENCE SOUTH 38° 27' EAST, 500 FEET TO THE POINT OF BEGINNING; and

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 18, NOW PAVED, LESS AND EXCEPT SUCH PART THEREOF AS IS CONTAINED IN THE PLAT OF PALM GARDENS, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ON FEBRUARY 26, 1951, IN PLAT BOOK 12, PAGE 11; and

THE WEST 1/2, LESS AND EXCEPT THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; and

THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4, LYING SOUTH OF COUNTY CLAY ROAD, IN SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. SUBJECT TO THE RIGHTS-OF-WAY FOR ALL EXISTING STATE, COUNTY AND TOWN ROAD, STREETS AND HIGHWAYS; and

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND GENERALLY DESCRIBED AS LYING SOUTH OF THE RESIDENCE OF DON WHITE AND WEST OF THE WESTERLY BOUNDARY LINE OF PALM GARDENS SUBDIVISION; and

ALL OF BLOCK D-14, ACCORDING TO THE PLAT OF PALM GARDENS, FILED FEBRUARY 26, 1951, AND RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALL OF THE ABOVE LAKE COUNTY PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS-OF-WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA; and

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; and

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT-OF-WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; and

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETARY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS-OF-WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA; and

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35

TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE SAID RIGHT-OF-WAY LINE OF BLOCK D-14, OF THE SAID PALM GARDENS SUBDIVISION; THENCE RUN NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS-OF-WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA; and

THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE COUNTY ROAD.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

5/5

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E, ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52°06'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°06'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19 THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN LAKE COUNTY, FLORIDA.

(EASEMENT PARCEL)

EASEMENT(S) FOR THE BENEFIT OF THE FEE SIMPLE PARCELS DESCRIBED HEREINABOVE, AS CREATED BY AND DESCRIBED IN THAT DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS BY AND BETWEEN EAGLES LANDING AT OCOEE, INC., A FLORIDA CORPORATION, AND HOWEY IN THE HILLS, LTD., A FLORIDA LIMITED PARTNERSHIP, DATED NOVEMBER 7, 2005, RECORDED IN BOOK 3003, PAGE 1377, OVER AND ACROSS THE LANDS DESCRIBED THEREIN, FOR THE PURPOSES THEREIN EXPRESSED.



Consulting Engineers in the Earth Sciences, Geotechnology,
Hydrogeology and Construction Materials Testing

April 1, 2022

June Engineering Consultants, Inc.
132 West Plant Street, Suite 200
Winter Garden, Florida 34777

Attention: Mr. Jeff Sedloff

Subject: **Seepage Analyses, Proposed Pond SWM-1, Howey Self Storage Site, North Side of State Road 19, East of South Florida Avenue, Howey-in-the-Hills, Florida (PN 22-E0001.103)**

Dear Mr. Sedloff:

As requested, we have reviewed the request for additional information (RAI) presented by the St. Johns River Water Management District (SJRWMD) staff in their correspondence dated August 13, 2021. The following report presents the results our seepage analyses required as input to permitting the proposed pond and geotechnical related responses to the RAI. In addition, recommendations for the clearing, filling, and grading of the proposed pond areas are provided herein.

1.0 BACKGROUND

As you are aware, the subsoil and groundwater level conditions within the subject site were previously investigated by Yovaish Engineering Sciences, Inc. with the results presented in the following reports entitled:

- *“Subsurface Soil and Groundwater Level Investigation, Proposed Roadway and Retention Areas, The Howey-In-The-Hills Subdivision, Lake County, Florida (PN 06-E1472.02)),” dated July 14, 2017.*
- *“Geotechnical Responses to St. Johns River Water Management District Staff’s Comments, The Reserve at Howey in the Hills, Lake County, Florida (PN 06-E1472.02B)(SJRWMD Application No: 4-069-18971-4),” dated January 17, 2008.*

As discussed above and as additional input to our evaluations presented herein, we reviewed the SJRWMD correspondence dated August 13, 2021. Specifically, the following staff comment:

#8: *The stormwater report performed by Bowyer-Singleton & Associates, Inc. and the seepage analysis performed by Yovaish Engineering Sciences, Inc. both appear to be out of date. In demonstrating that the stormwater system will provide adequate water quality and quantity treatments, please choose one of the following options:*

- a. *Please provide a recent geotechnical report with at least one boring conducted in the footprint of each pond.*
- b. *Provide a signed and sealed letter from a geotechnical engineer certifying that the seasonal high groundwater table elevation and seepage analysis are still valid.*

Based upon review of historic aerial photographs since completing the initial field work, the noted site conditions by the principal investigator and author of this report, the site hydrogeologic conditions are unchanged. Furthermore, the site use and conditions have not changed. As such, the subsoil and groundwater level conditions from our previous investigations are unchanged and still valid.

The proposed pond location, pertinent boring locations and results of the same from our previous investigation(s) are presented on the Location Plan in on Figure 1. The results of our field and laboratory investigations (to date) and the stormwater runoff information prepared by June Engineering, Inc., form the basis for our evaluations presented herein.

2.0 EVALUATIONS AND SEEPAGE ANALYSES

2.1 Pond Description

Based upon plans prepared by you, we understand that the stormwater management system will include one (1) dry bottom retention pond (Pond SWM-1). The approximate pond location and configuration are depicted on the Location Plan on Figure 1. Based upon information provided to us, the dry bottom pond will be designed with the elevations and design parameters outlined in Table 1, below.

Table 1. Proposed Dry Pond SWM-1 Engineering Parameters.

Bottom Elevation (ft)	Retention Volume Provided (ac-ft)
+83.5	1.137

2.2 Seepage Analysis

2.2.1 Effective Aquifer: As input to our seepage analysis, we have assumed that the pond bottom will be over-excavated to elevation of +78.5 feet. It is our opinion that the horizontal extent of the low permeability soil below each pond area presented above may be best determined at the time of construction and when the pond areas have been staked. For preliminary planning purposes, we have estimated that the entire bottom area will be undercut. We recommend that Yovaish Engineering Services, LLC., be retained to inspect the over-excavation procedures in order to provide proper documentation of the earthwork activities. The recommended pond undercutting procedures are as follows:

1. The existing vegetation and topsoil layers (where encountered) should be removed in their entirety from within the proposed pond areas. The unsuitable material generated during the earthwork activities shall be disposed of as directed by the owner.
- Upon completion of the pond clearing and stripping the shall be excavated and under cut to elevation +78.5 feet (5.0 feet below the design bottom elevation +83.5 feet). As part of planning the excavation work, we recommend that the upper light colored permeable fine sands (Strata 2 and 3) be stockpiled separately. The backfill soils should comprise permeable fine sands as specified below.
- Upon approval by the Geotechnical Engineer, the excavated areas shall be scarified and then backfilled with clean fine sands with the following engineering properties:
 - ▶ minimum permeability equal to 30 feet per day, when compacted to minimum density equivalent to 92 percent of the soil's Modified Proctor Density Value (ASTM D-1557)
 - ▶ maximum fines content (percent passing the U.S. No. 200 sieve) of 4 percent. The on-site fine sands comprising Strata 2 and 3 should be suitable for use as backfill.
- No burying of on-site unsuitable soils, strippings or debris is permitted within or beneath the pond bottom or side slopes

In order to maintain the necessary infiltration capacity, the soils below the retention pond areas shall not be over compacted/densified by the construction equipment. As such and upon completion of each pond grading operation, the vertical permeability of the fine sands below the pond area should be checked (minimum 1 location). If the measured permeability is less than 30 feet per day, the affected pond bottom area should be scarified using a root rake and/or similar equipment (to loosen the soils to a minimum depth of 2 feet). Thereafter, the pond area may be re-graded using light weight rubber tire and/or low contact pressure trac-mounted equipment and the permeability of the loosened soils retested.

Provided that the affected ponds are constructed as described above, it is our opinion that the effective aquifer below the ponds may be modeled as a single layered system. As discussed previously, the borings utilized to evaluate the aquifer parameters are presented in Appendix A. A discussion of our seepage analysis methodology is provided below.

2.3 Seepage Analysis Methodology and Results

The pond configuration, the idealized shallow water table aquifer parameters, and the design parameters presented in Table 1, were input to the computer program "PONDS" in order to evaluate the time required to dissipate the respective retention volumes. The computer program "PONDS" was written by Mr. Devo Seereeram, Ph.D., and is on the St. Johns River Water Management District's list of accepted methodologies for analysis.

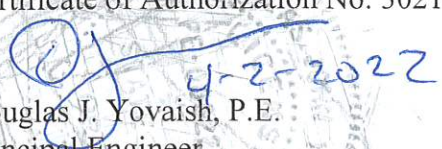
The required input, computer output results, and recovery time for the required retention volume are presented on Computer Output A. Based upon the seepage analyses results, the pond will recover their required retention volumes in less than 1 day.

3.0 CLOSURE

We appreciate the opportunity to be of service on this project and trust that the enclosed data and evaluation are sufficient for your needs. If you have any questions concerning the contents of this report, please do not hesitate to contact our office.

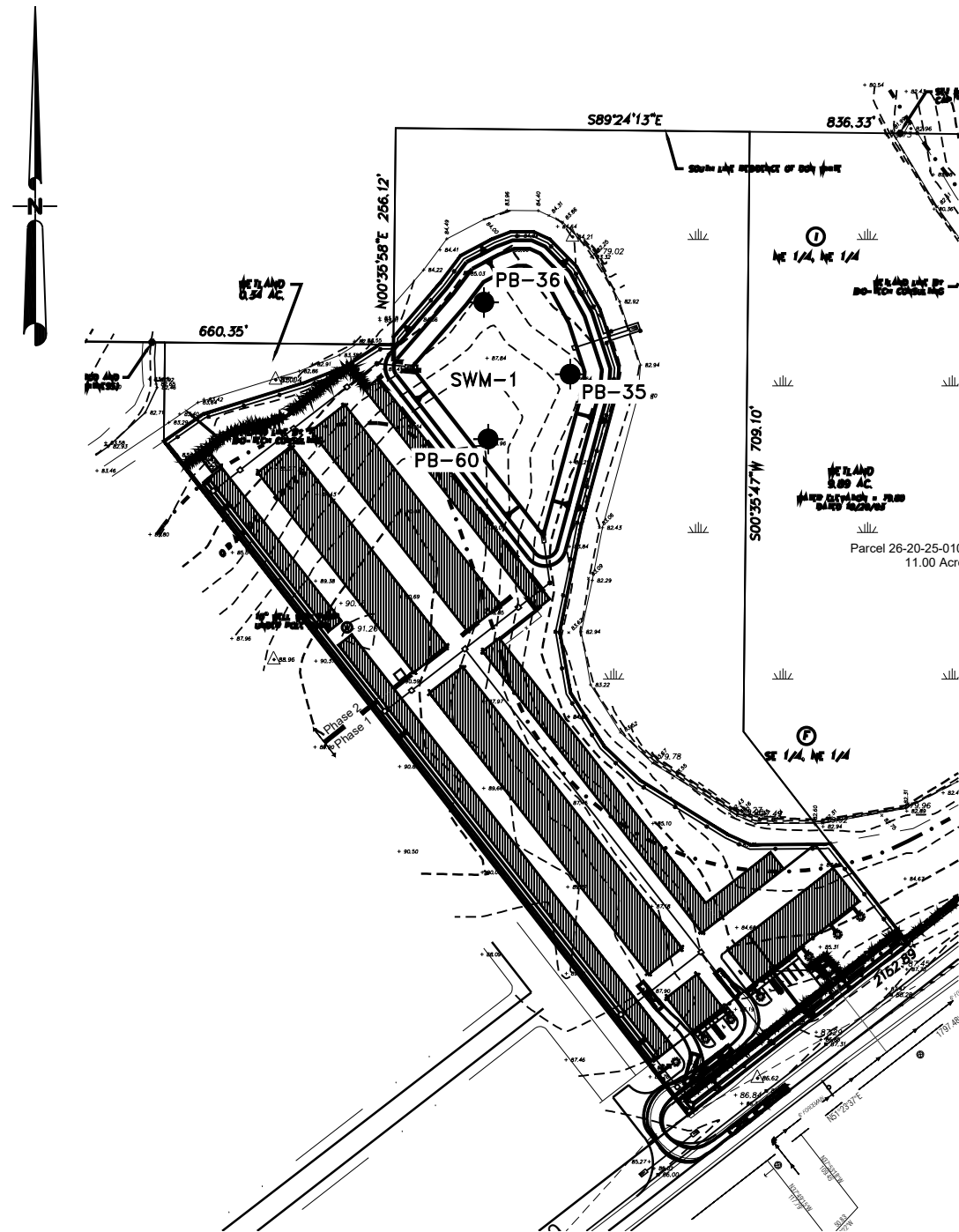
Sincerely,

Yovaish Engineering Services, LLC.
Certificate of Authorization No. 30214

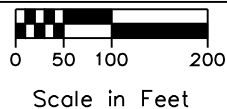

Douglas J. Yovaish, P.E.
Principal Engineer
Florida Registration No. 52247

Attachments: Figure 1 - Location Plan and Soil Profiles
Computer Output A - Ponds Seepage Analyses Results

LOC PLAN & SOIL PROFILES



LOCATION PLAN

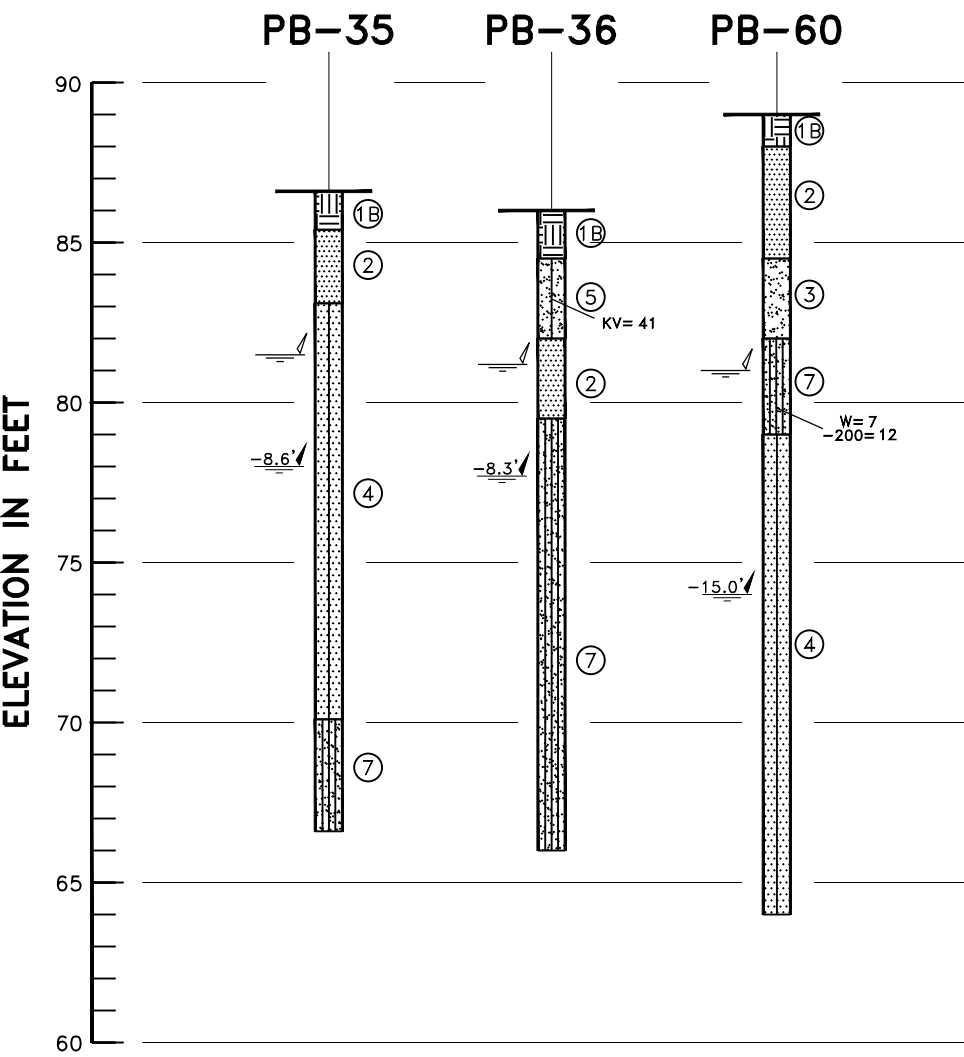


LEGEND

● AUGER BORING LOCATION



Consulting Engineers in the Earth Sciences, Geotechnology, Hydrogeology and Construction Materials Testing



SOIL PROFILES

LEGEND

- ①A BROWN TO DARK BROWN FINE SAND WITH OCCASIONAL SMALL ROOTS (TILLED TOPSOIL)
- ①B DARK GRAYISH BROWN TO DARK GRAY FINE SAND WITH SMALL ROOTS (TILLED TOPSOIL)
- ② GRAYISH BROWN TO BROWN MEDIUM SAND (SP)
- ③ LIGHT ORANGISH BROWN TO LIGHT BROWN FINE SAND (SP)
- ④ LIGHT TO VERY LIGHT GRAYISH BROWN MEDIUM SAND TO SLIGHTLY SILTY MEDIUM SAND (SP)(SP-SM)
- ⑤ DARK REDDISH BROWN TO REDDISH BROWN MEDIUM SAND TO SLIGHTLY SILTY MEDIUM SAND (SP)(SP-SM)
- ⑤A VERY DARK REDDISH BROWN SLIGHTLY SILTY FINE SAND WITH SOME ORGANICS (SP)(SP-SM)
- ⑥ DARK REDDISH BROWN TO REDDISH BROWN SILTY MEDIUM SAND (SM)
- ⑦ GRAYISH BROWN TO LIGHT GRAYISH BROWN SILTY TO SLIGHTLY CLAYEY MEDIUM SAND (SM)(SM-SC)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL
- 4.2' DEPTH TO GROUNDWATER LEVEL (MEASURED 4/07)
- ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL
- W NATURAL MOISTURE CONTENT IN PERCENT
- 200 PERCENT FINES PASSING U.S. NO. 200 SIEVE
- OC ORGANIC CONTENT IN PERCENT DRY WEIGHT
- KV COEFFICIENT OF VERTICAL PERMEABILITY (FEET/DAY)

SEEPAGE ANALYSES		
PROPOSED POND SWM-1		
HOWEY SELF STORAGE		
HOWEY IN THE HILLS, FLORIDA		
DRAWN : RNR	SCALE : NOTED	JOB NO. : 22-E0001.103
APPROVED : DJY	DATE : 4/1/2022	FIGURE: 1

COMPUTER OUPUT A
PONDS Version 3.3.0278
Retention Pond Recovery - Refined Method
Copyright 2012
Devo Seereeram, Ph.D., P.E.

Item 1.

Project Data

Project Name: Howey Self Storage
Simulation Description: Pond SWM-1
Project Number: 22-E0001.103
Engineer : RNR
Supervising Engineer: DJY
Date: 04-01-2022

Aquifer Data

Base Of Aquifer Elevation, [B] (ft datum): 78.00
Water Table Elevation, [WT] (ft datum): 81.00
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day): 20.00
Fillable Porosity, [n] (%): 30.00
Unsaturated Vertical Infiltration Rate, [Iv] (ft/day): 20.0
Maximum Area For Unsaturated Infiltration, [Av] (ft²): 42000.0

Geometry Data

Equivalent Pond Length, [L] (ft): 270.0
Equivalent Pond Width, [W] (ft): 200.0
Ground water mound is expected to intersect the pond bottom

Stage vs Area Data

Stage (ft datum)	Area (ft ²)
83.50	38332.8
84.50	41817.6
85.50	44866.8
86.50	48351.6
87.50	52272.0

COMPUTER OUPUT A

PONDS Version 3.3.0278
Retention Pond Recovery - Refined Method
Copyright 2012
Devo Seereeram, Ph.D., P.E.

Item 1.

Scenario Input Data

Scenario 1 :: POND SWM-1 Retention Volume Provided (1.137 ac-ft)

Hydrograph Type: Slug Load
Modflow Routing: Routed with infiltration

Treatment Volume (ft³) 49528

Initial ground water level (ft datum) 81.00 (default)

<u>Time After Storm Event (days)</u>	<u>Time After Storm Event (days)</u>
0.100	2.000
0.250	2.500
0.500	3.000
1.000	3.500
1.500	4.000

COMPUTER OUPUT A

PONDS Version 3.3.0278
Retention Pond Recovery - Refined Method
Copyright 2012
Devo Seereeram, Ph.D., P.E.

Item 1.

Summary of Results :: Scenario 1 :: POND SWM-1 Retention Volume Provided (1.137 ac-ft)

	Time (hours)	Stage (ft datum)	Rate (ft ³ /s)	Volume (ft ³)
Stage				
Minimum	0.000	81.00		
Maximum	0.002	84.72		
Inflow				
Rate - Maximum - Positive	0.002		8254.6670	
Rate - Maximum - Negative	None		None	
Cumulative Volume - Maximum Positive	0.002			49528.0
Cumulative Volume - Maximum Negative	None			None
Cumulative Volume - End of Simulation	96.000			49528.0
Infiltration				
Rate - Maximum - Positive	0.002		9.7184	
Rate - Maximum - Negative	None		None	
Cumulative Volume - Maximum Positive	36.000			49528.0
Cumulative Volume - Maximum Negative	None			None
Cumulative Volume - End of Simulation	96.000			49528.0
Combined Discharge				
Rate - Maximum - Positive	None		None	
Rate - Maximum - Negative	None		None	
Cumulative Volume - Maximum Positive	None			None
Cumulative Volume - Maximum Negative	None			None
Cumulative Volume - End of Simulation	96.000			0.0
Discharge Structure 1 - inactive				
Rate - Maximum - Positive	disabled		disabled	
Rate - Maximum - Negative	disabled		disabled	
Cumulative Volume - Maximum Positive	disabled			disabled
Cumulative Volume - Maximum Negative	disabled			disabled
Cumulative Volume - End of Simulation	disabled			disabled
Discharge Structure 2 - inactive				
Rate - Maximum - Positive	disabled		disabled	
Rate - Maximum - Negative	disabled		disabled	
Cumulative Volume - Maximum Positive	disabled			disabled
Cumulative Volume - Maximum Negative	disabled			disabled
Cumulative Volume - End of Simulation	disabled			disabled
Discharge Structure 3 - inactive				
Rate - Maximum - Positive	disabled		disabled	
Rate - Maximum - Negative	disabled		disabled	
Cumulative Volume - Maximum Positive	disabled			disabled
Cumulative Volume - Maximum Negative	disabled			disabled
Cumulative Volume - End of Simulation	disabled			disabled
Pollution Abatement:				
36 Hour Stage and Infiltration Volume	36.000	83.48		49528.0
72 Hour Stage and Infiltration Volume	72.000	83.14		49528.0

**LIFT STATION CALCULATIONS
FOR
HOWEY SELF STORAGE**

7/18/2005
Revised 8/23/21

June Engineering Consultants, Inc.
P.O. Box 770609
Winter Garden, FL 34777-0609
Certificate of Authorization Number 00008507

Jeffrey A. Sedloff, P.E. 51506

System Capacity

Peak Flow from Office and Single Family Residence

$$\begin{aligned}
 Q &= \text{Average Flow} = 300 \text{ gpd} = 0.2 \text{ gpm} \\
 &\quad \text{Residential Unit} = 0 \text{ gpd} \\
 &\quad \text{Office} = 300 \text{ gpd} \\
 \text{PF} &= \text{Peak Factor} = 4 \\
 \text{Peak Flow} &= (\text{PF})(Q) = 0.8 \text{ gpm}
 \end{aligned}$$

Peak Flow to maintain minimum velocity in 4" PVC = 100 gpm

Total Dynamic Head

Static Head = Highest point in system(pt. of connect.) - Min. Water Level

$$= 95.00 - 81.00 = 14.0 \text{ ft}$$

System Head = 30.0 ft (Assumed)

Friction Head (ft) = $0.002083(L)(100/C)^{1.85}(Q)^{1.85}/(D)^{4.8655}$ (Hazen Williams)

$$\text{Length(ft)} = 110$$

$$C = 130$$

$$D \text{ (in)} = 4$$

Length = Pipe Length + Equivalent Pipe Length for Joints/valves

45 Bends	0 bends	5 ft/bend =	0 feet
Plug Valve	1 valves	25 ft/valve =	25 feet
ARV	0 valves	25 ft/valve =	0 feet
G.V.	0 valves	25 ft/valve =	0 feet
Check V.	1 valves	25 ft/valve =	25 feet
Lift St. fitt.			100 feet
Total =			150 feet

Flow(gpm)	Static Head (ft)	System Head(ft)	Friction Head (ft) 4" PVC	T.D.H.(ft)
50	14.0	30.0	0.2	44.2
100	14.0	30.0	0.8	44.8
150	14.0	30.0	1.8	45.8
200	14.0	30.0	3.0	47.0
250	14.0	30.0	4.5	48.5

TDH = Static Head + System Head + Friction Head

Basin/Cycle Time

Tank : Diameter = 4.0 ft Working Depth (D) = 1.0 ft

Minimum Cycle Time = 10.0 min

Required Volume = Min. Cycle Time x Average Flow = 2.1 gal

Provided Volume = $((3.14)(\text{Dia})^2)/4 \cdot D =$ 94.0 gal

Average Flow = 0.2 gpm

Cycle Time = Volume/avg. flow = 451.2 min

Pump Run Time = Volume/Peak Discharge = 0.8 min

Available storage above high water alarm = $((3.14)(\text{Dia})^2)/4 \cdot 5.25 =$ 493.2 gal

Pump Selection

Operating Conditions (Condition 1) = 118.0 gpm @ 45.1 ft

Manufacturer Name: HOMA

Model No.: GRP34/1/C

Horsepower: 4.0 hp

BUOYANCY/FLOATATION

Buoyancy (Fb)

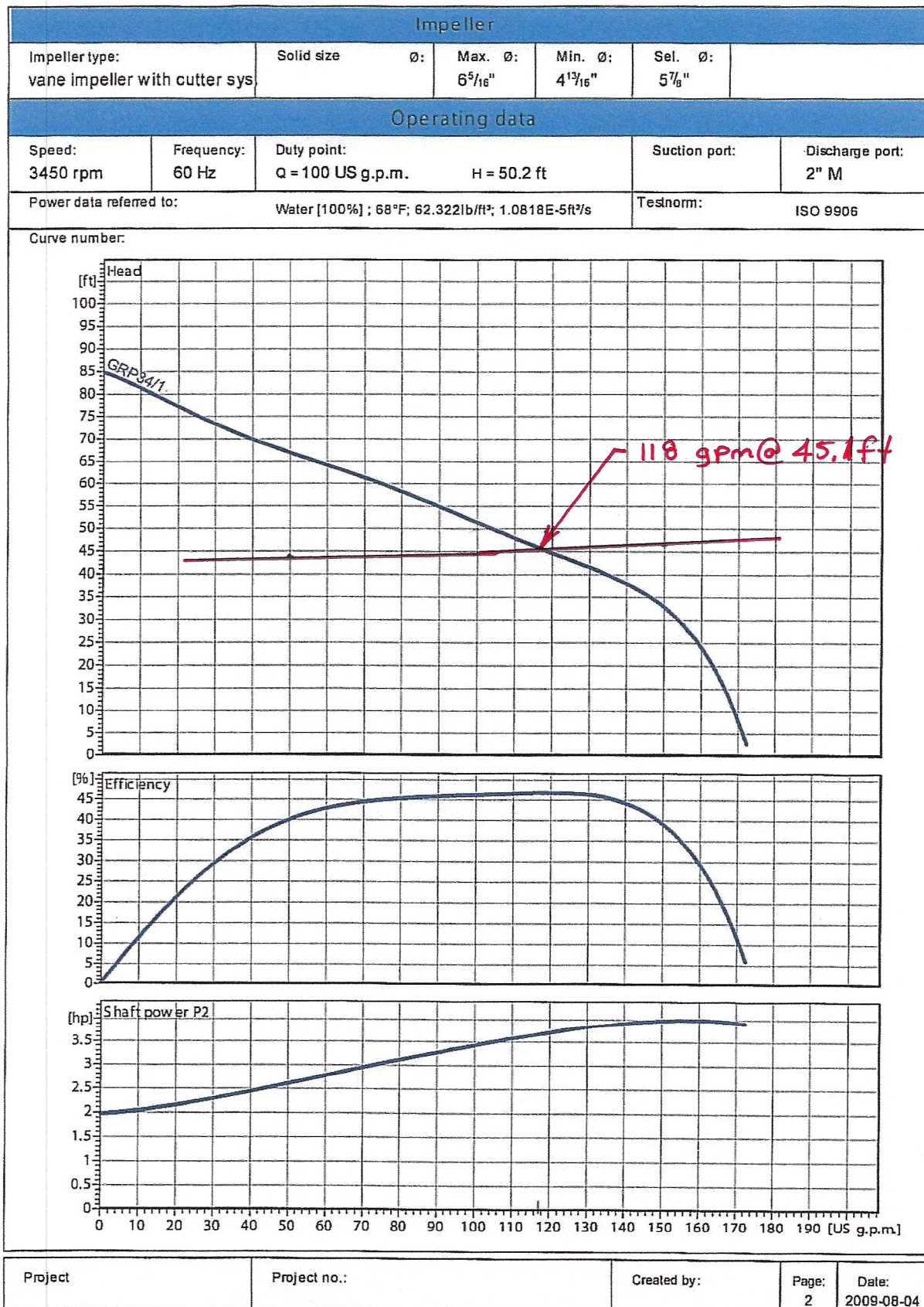
$$F_b = [(3.14)(6.0 \text{ ft})^2/4](88.25-78.00 \text{ ft})(62.4 \text{ pcf}) = 18084 \text{ lb}$$

Weight (W)

$$\begin{aligned} W &= W_{\text{Concrete}} + W_{\text{Soil}} = 26873 \text{ lb} \\ W_{\text{Concrete}} &= (2.33 \text{ cy})(150 \text{ lb/cf})(27 \text{ cf/cy}) = 9437 \text{ lb} \\ W_{\text{Soil}} &= [(3.14)(6.0 \text{ ft})^2/4 - (3.14)(4.0 \text{ ft})^2/4](88.25 - 79.00)(120 \text{ lb/cf}) = 17436 \text{ lb} \end{aligned}$$

$$18084 \text{ lb} < 26873 \text{ lb}$$

$$F.S. = 26873 / 18084 = 1.5$$



CONSTRUCTION PLANS

FOR

Howey Self Storage

S.R. 19

HOWEY IN THE HILLS, FLORIDA

LAND DESCRIPTION (EAGLES LANDING AT OCOEE, INC. PARCEL)(VILLAGE 4 OF THE RESERVE AT HOWEY IN THE HILLS)

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13"E ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

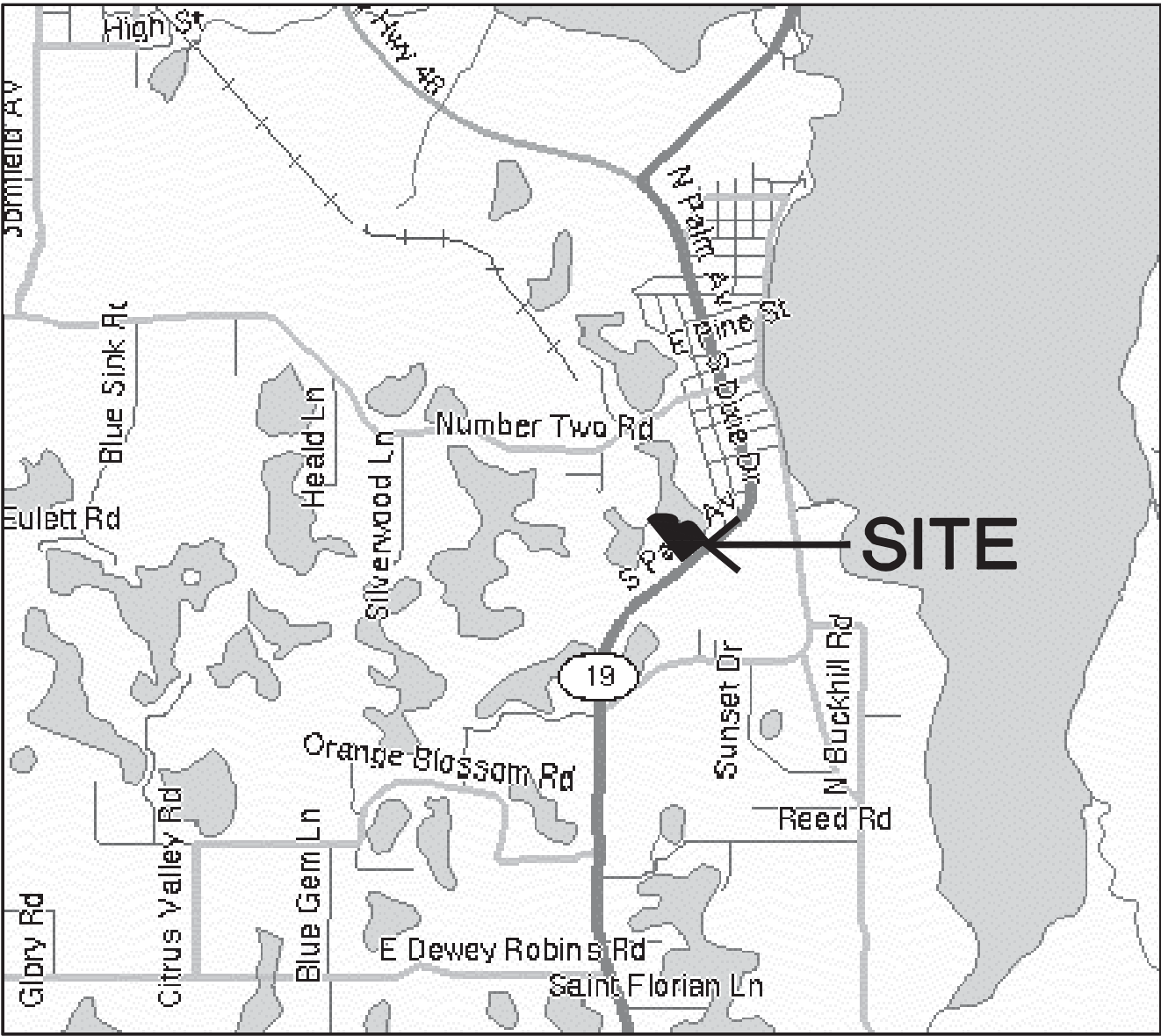
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11.978 ACRES MORE OR LESS.

LAND DESCRIPTION (HOWEY IN THE HILLS, LTD. PARCEL)

HOWEY FROM E 1/4 COR OF SEC 35-20-25 RUN N 89-21-35 W 1487.79 FT TO NWLY R/W LINE OF SR 19, N 52-07-27 E ALONG SAID NWLY R/W LINE 1003.29 FT FOR POB, RUN N 37-52-33 W 317.47 FT, N 0-35-47 E 709.10 FT, S 89-24-13 E TO NW COR OF LOT 1 BLK D-14 OF PALM GARDENS SUB, SE'LY ALONG SAID W'LY LINE OF BLK D-14 OF PALM GARDENS SUB TO NWLY LINE OF SR 19, SWLY ALONG SAID R/W LINE TO POB ORB 3003 PG 1362 ORB 3446 PG 103

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11.00 ACRES MORE OR LESS.

DEVELOPER:	HOWEY SELF STORAGE C/O P.O. BOX 770609 WINTER GARDEN, FL. 34777-0609	(407) 905-8180
ENGINEER:	JUNE ENGINEERING CONSULTANTS P.O. BOX 770609 WINTER GARDEN, FL. 34777-0609	(407) 905-8180
SURVEYOR:	BISHMAN SURVEYING & MAPPING 13610 GRANVILLE AVENUE CLERMONT, FL. 34711	(407) 905-8877
GEOTECHNICAL ENGINEER:	YOVAISH ENGINEERING SCIENCES, INC. 953 SUNSHINE LANE ALTAMONTE SPRINGS, FL. 32714	(407) 774-9383
ENVIRONMENTAL CONSULTANT:	BIO-TECH CONSULTING, INC. 2002 EAST ROBINSON STREET ORLANDO, FL. 32803	(407) 894-5969
UTILITIES	Water Town of Howey in the Hills Sewer Town of Howey in the Hills Telephone Centurylink Electric Duke Energy	



Location Map

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Site Plan - Overall	2
Site Plan - Utilities	3
Site Plan - Paving & Drainage	4
Design Requirements	4a
SWPPP	5
Offsite Improvements	6
FDOT Details	7
Standard Details	8-9
Lift Station Detail Sheet	10
Landscape Plan	L-1
Irrigation Plan	I-1
Photometric Plan	P-1

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOWEY-IN-THE HILLS STANDARDS AND SPECIFICATIONS AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
- ALL DISTURBED AREAS SHALL BE GRASSED UPON COMPLETION OF CONSTRUCTION.
- ALL LANDSCAPING SHALL CONFORM TO THE TOWN OF HOWEY-IN-THE HILLS LANDSCAPE CODE, MOST RECENT ADDITION.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE SPILLWAYS AS INDICATED BY GRADES AND FLOW ARROWS.
- UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION ALL UTILITY COMPANIES AND FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST.
- EXISTING ZONING OF THE SUBJECT SITE IS PCD.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES, STACKED HAY BALES OR OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STANDARD INDEX #102 & CITY CODE. THE CONTRACTOR SHALL PROVIDE AN EROSION PROTECTION PLAN, PRIOR TO PRE-CONSTRUCTION MEETING.
- REMOVE ALL STRIPPINGS AND UNCLASSIFIED MATERIALS OFFSITE AND DISPOSE OF IN LEGAL MANNER.
- FILL TO BE PLACED AND COMPACTED TO A MINIMUM 95% MAXIMUM DENSITY (PER AASHTO T-180)
- JUNE ENGINEERING CONSULTANTS, INC. SHALL BE NOTIFIED IMMEDIATELY OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- ALL PAVEMENT SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.50% AND SHALL DRAIN POSITIVELY TO ALL INLETS OR SPILLWAYS.
- CONTRACTOR SHALL PROVIDE AND COORDINATE PLACEMENT OF ANY REQUIRED UNDERGROUND CONDUITS NECESSARY FOR PLACEMENT OF UTILITIES (TELEPHONE, ELECTRIC, CABLE, ETC.) AND THE SPRINKLER SYSTEM.
- CONTRACTOR SHALL PROVIDE JUNE ENGINEERING CONSULTANTS WITH AS-BUILT INFORMATION ON THE FOLLOWING: LOCATIONS AND INVERTS OF ALL UTILITIES AND STORM STRUCTURES; PAVEMENT LOCATIONS AND GRADES; AND POND GRADES SHOWN ON PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION & PROTECTION OF ALL UTILITIES THAT MAY EXIST. WITHIN THE PROJECT LIMITS.

February 4, 2008
Revised February 16, 2022

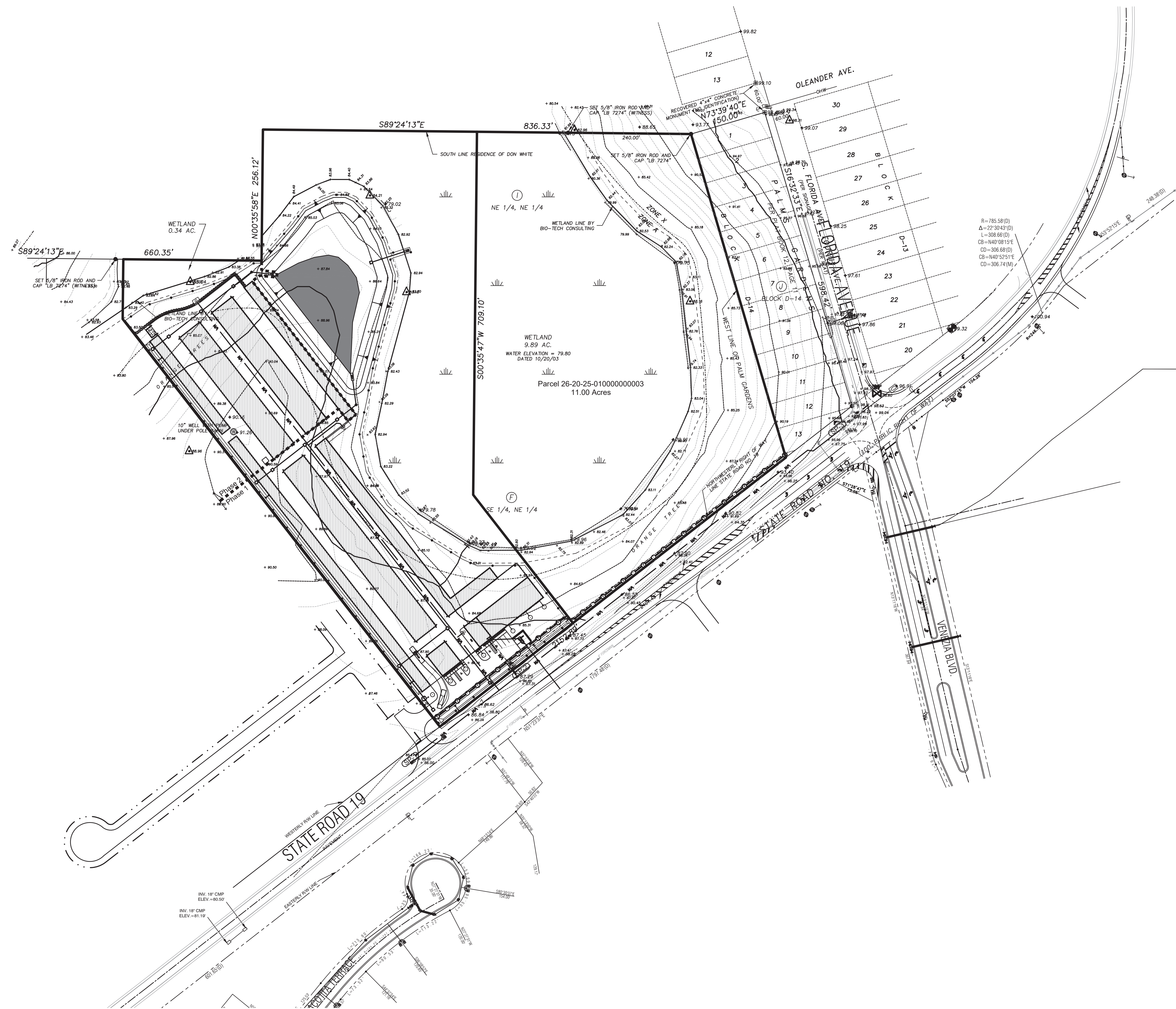


june engineering
consultants, inc.

23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567

JEFFREY A. SEDLOFF
PE# 51506



LEGEND	
Existing Contours	
Lot Number	
Direction of Flow	
Existing Grade	
Proposed Grade	
Water Main	
Sanitary Sewer	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Gate Valve	
Water Blowoff	

DATE	REVISION
11/17/09	FDOT / Town Comments
6/21/21	Town Comments
8/23/21	Town Comments
2/16/22	Town Comments

Site Plan – Overall
Howey Self Storage



june engineering
consultants, inc.

23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK
DATE: 2/4/08

CHECKED BY: RAJ
DATE: 2/4/08

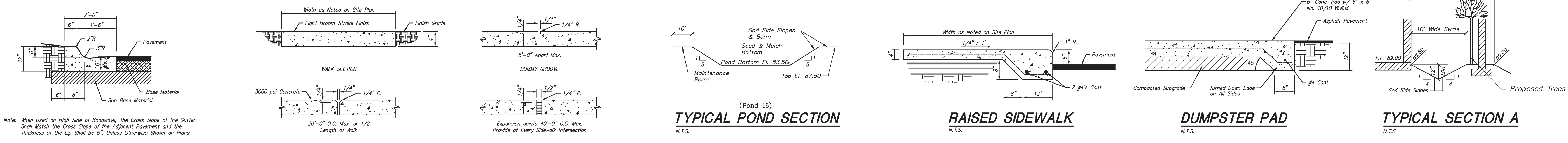
SCALE
1" = 100'

JEFFREY A. SEDLOFF
PE# 51506

JOB NO.
07-0398
SHEET
2
OF 10

JOB NO.
07-0398

SHEET
3
OF 10



TYPE "F" CURB & GUTTER
N.T.S.

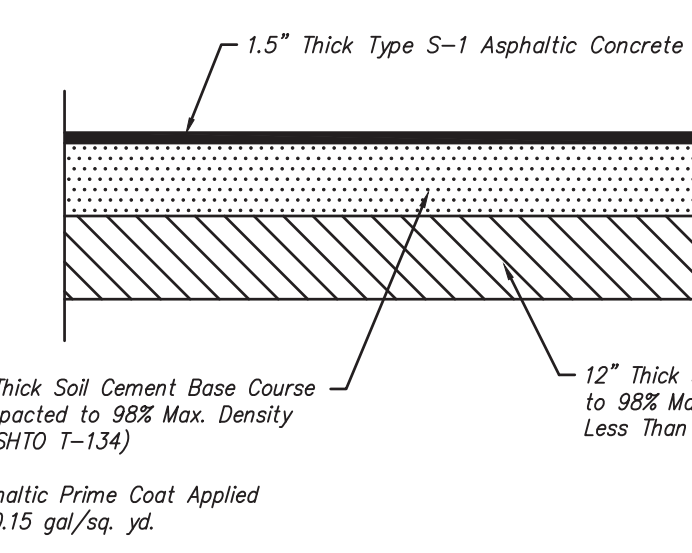
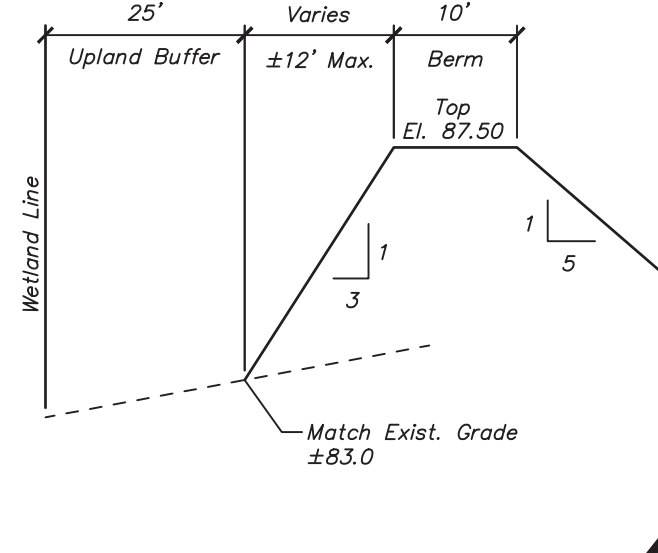
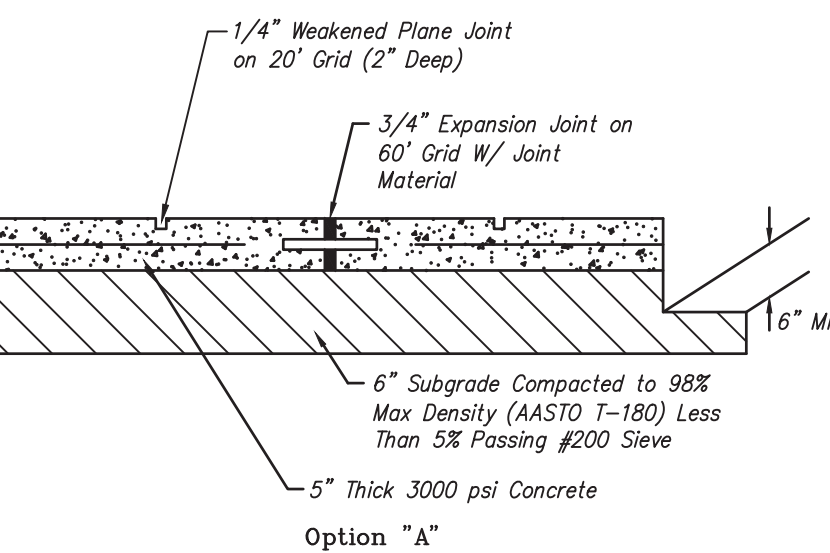
SIDEWALK DETAILS
N.T.S.

TYPICAL POND SECTION
N.T.S.

RAISED SIDEWALK
N.T.S.

DUMPSTER PAD
N.T.S.

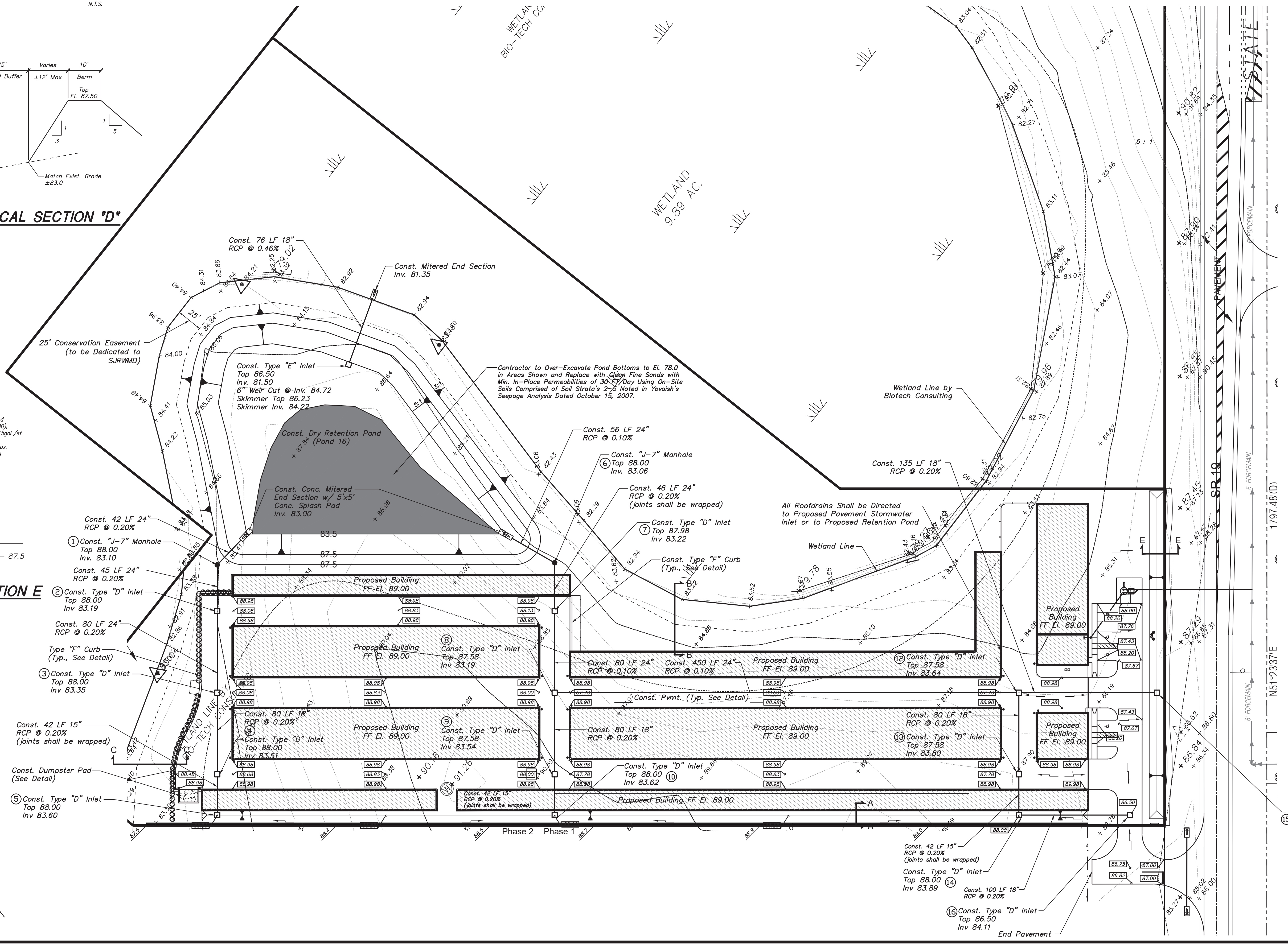
TYPICAL SECTION A
N.T.S.



TYPICAL SECTION B
N.T.S.

TYPICAL SECTION E
N.T.S.

TYPICAL SECTION C
N.T.S.



JOB NO.
07-0398

SHEET
4

OF
10

JECC

june engineering
consultants, inc.

23 W. Jenner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK
CHECKED BY: RAJ
DATE: 2/4/08

SCALE
1" = 50'

JECC

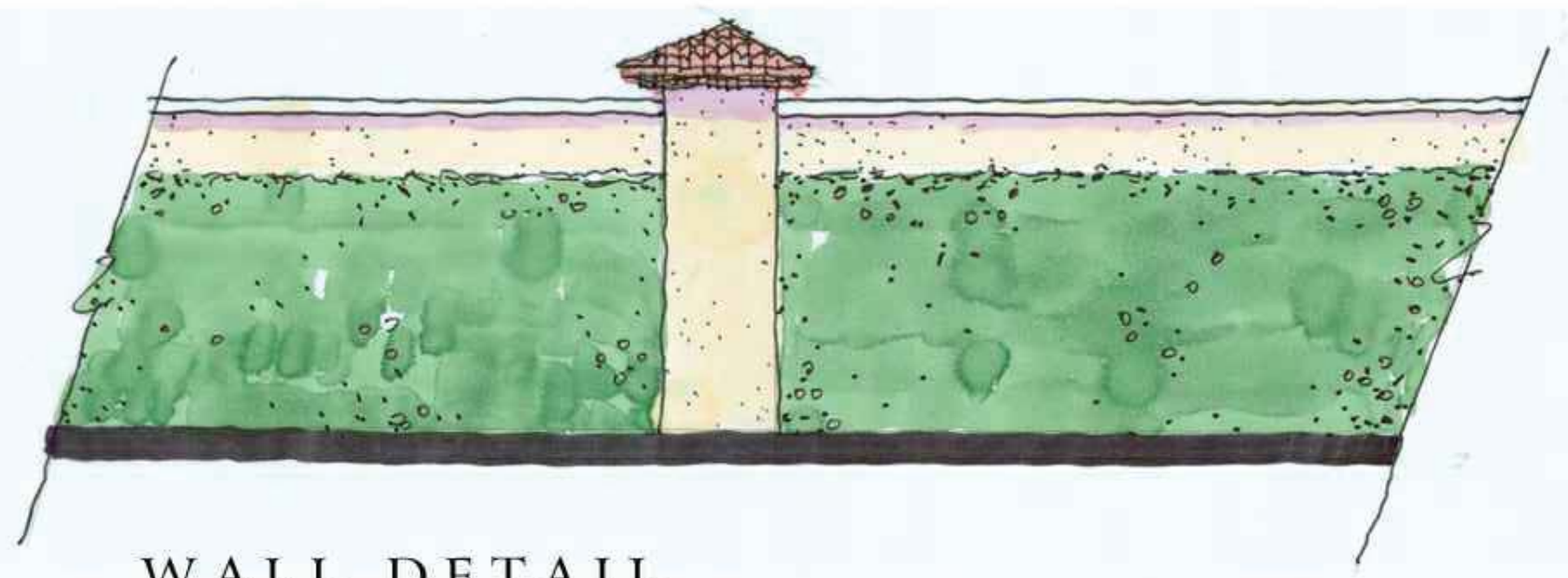
Site Plan - Paving & Drainage

Howey Self Storage

DATE	REVISION
7/22/09	City / SRWMD Comments
11/17/09	FDOT / Town Comments
6/21/21	Town Comments
2/16/22	Town Comments

THE RESERVE
AT HOWEY IN THE HILLS
SELF STORAGE FACILITY

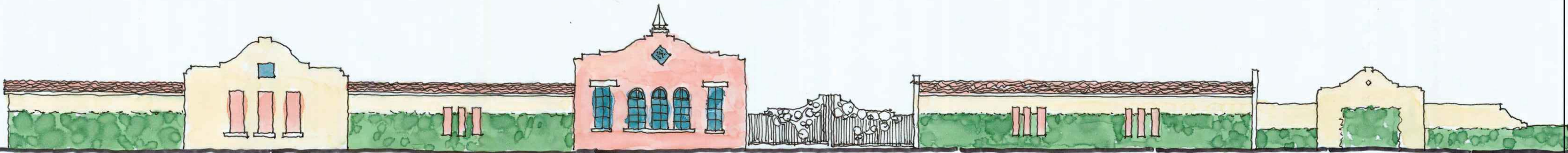
The street frontage buildings of the facility will be modeled in the same fashion as the Village Center. The interior buildings will be low profile single story structures surrounded by the architecture on the street and a wall along the residential areas.



WALL DETAIL



AREA PLAN




BUILDING ELEVATIONS

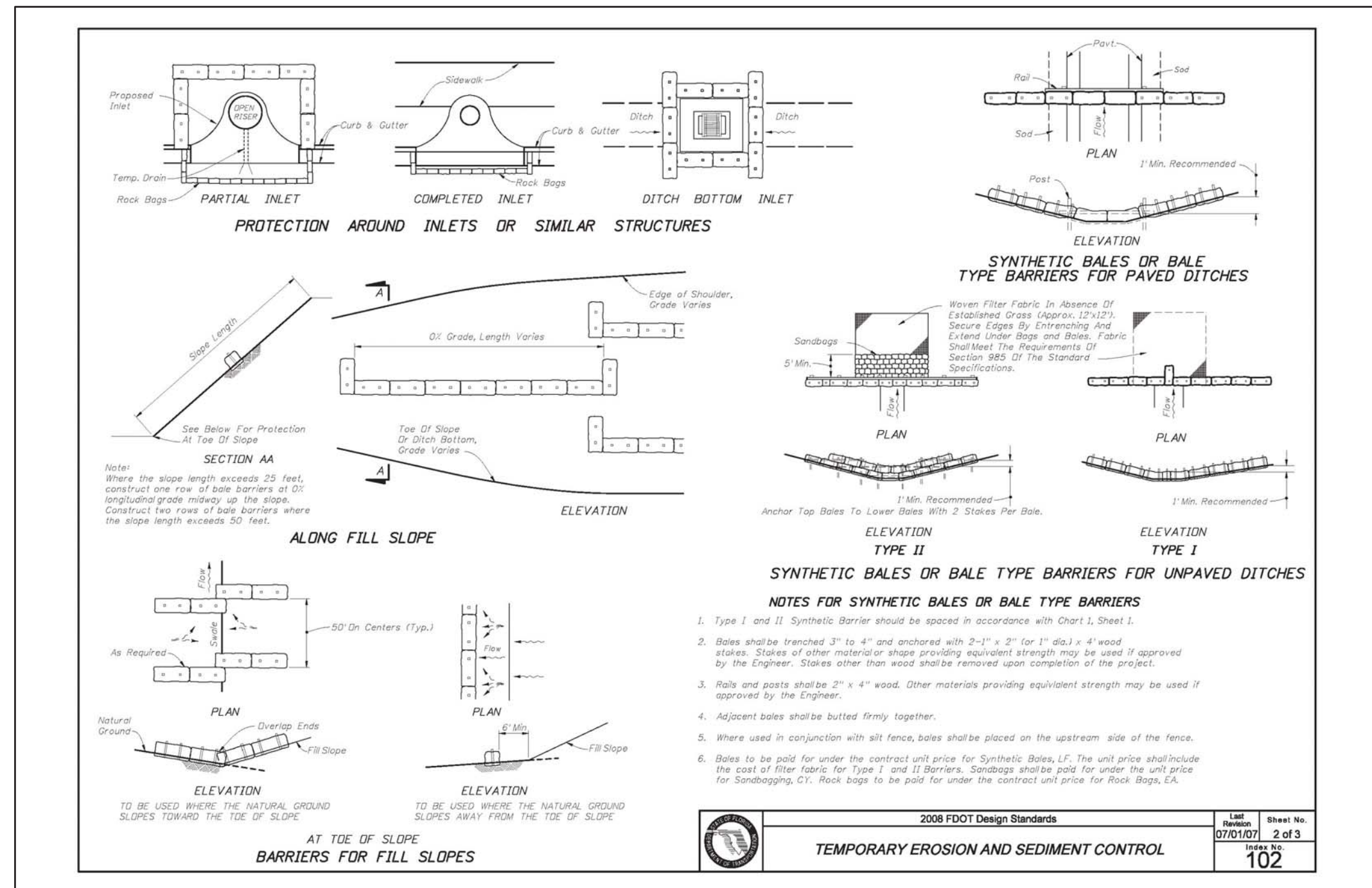
MORRISSEY DESIGN STUDIO

DATE	REVISION
6/21/21	Town Comments

Design Requirements
Howey Self Storage

 JUNE engineering consultants, inc.	23 W. Joiner Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232	
	Certificate of Authorization #00008507	
DRAWN BY: CLK DATE: 2/4/08	CHECKED BY: RAJ DATE: 2/4/08	SCALE 1" = 50'
JEFFREY A. SEDLOFF PE# 51506		

JOB NO. 07-0398
SHEET 4a
OF 10



Project Name: Howey Self Storage
FDEP Project ID # FLR 10GL81

Site Area: The total site is approximately 10.5 acres of which 10.5 will be disturbed by construction activities.

Owner Name: Howey Self Storage, LLC
132 W. Plant Street, Suite 200
Winter Garden, FL 34787

Contractor Name:

Project Description: Construct infrastructure associated with an self storage facility. Clearing and grubbing; installing a stabilized construction entrance; perimeter and other erosion and sediment controls; grading; excavation for the stormwater ponds, storm sewer, utilities and building foundations; construction of roads, curbing, sidewalks; preparation for final planting and seeding.

Construction Sequence:

1. Install stabilized construction entrance.
2. Clear and Grub for silt fence installation.
3. Install Silt fence
4. Construct Retention ponds/Mass Site Grading
5. Install Infrastructure - (Storm Sewer, Utilities, Roads, etc.)
6. Complete final grading and install permanent seeding and plantings.
7. Remove any accumulated sediment from basin
8. When construction activity is complete and the site is stabilized, remove silt fence and reseed/reseed any areas disturbed by their removal.

Soil Type: Site is primarily underlain with USDA-SCS Type "A" Soils (Candler & Tavares Fine Sands)

Runoff Coefficient: The final runoff coefficient for the site will be C=0.76

Dewatering Methods: Point well

Receiving Water Body: Adjacent Wetlands

CONTROLS (BMPs)

Erosion and Sediment Controls

Stabilization Practices
Temporary Stabilization - Top stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 7 days will be stabilized with temporary seed and mulch.
Permanent Stabilization - Disturbed portions of the site where construction activities permanently ceases shall be stabilized with permanent seed and mulch and/or sod no later than 30 days after the last construction activity.

Structural Practices

Silt Fencing - Will be constructed around the perimeter of the site as indicated on the overall plans of the construction plans.

Retention Pond/ Sediment Basin - Will be constructed with the site grading. Once construction activities are nearly complete, the accumulated sediment will be removed from the basin.

Other Controls

Waste Disposal
Waste Materials - All waste materials will be collected and stored in a dumpster or as required by the City of Ocoee. All trash and debris from the site will be stored in the dumpster.

Hazardous Waste - All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer.

Sanitary Waste - All sanitary waste will be collected from the portable units as per the requirement of the City of Ocoee.

Offsite Vehicle Tracking

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as necessary to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES

As indicated in the Sequence of Major Activities, the silt fence, stabilized construction entrance will be constructed prior to clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 7 days will be stabilized with a temporary seed and mulch. Once construction activity ceases permanently in an area, that area will be stabilized with permanent seed and mulch and/or sod. After the entire site is stabilized, the accumulated sediment will be removed from the retention ponds and along the silt fence.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the Town of Howey in the Hills, Lake County, St. Johns River Water Management District, Florida Department of Environmental Protection and the U.S. Environmental Protection Agency requirements for storm water management and erosion and sediment control.

MAINTENANCE/INSPECTION PROCEDURES

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. A rain gauge will be on site to measure rainfall amounts.
- All measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of the report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The retention ponds/sediment basins will be inspected, and sediment will be removed at the end of the job.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

It is expected that the following non-stormwater discharges will occur from the site during construction:

- Water from flushing of the water lines.
- Water from the washing of the pavement (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation)

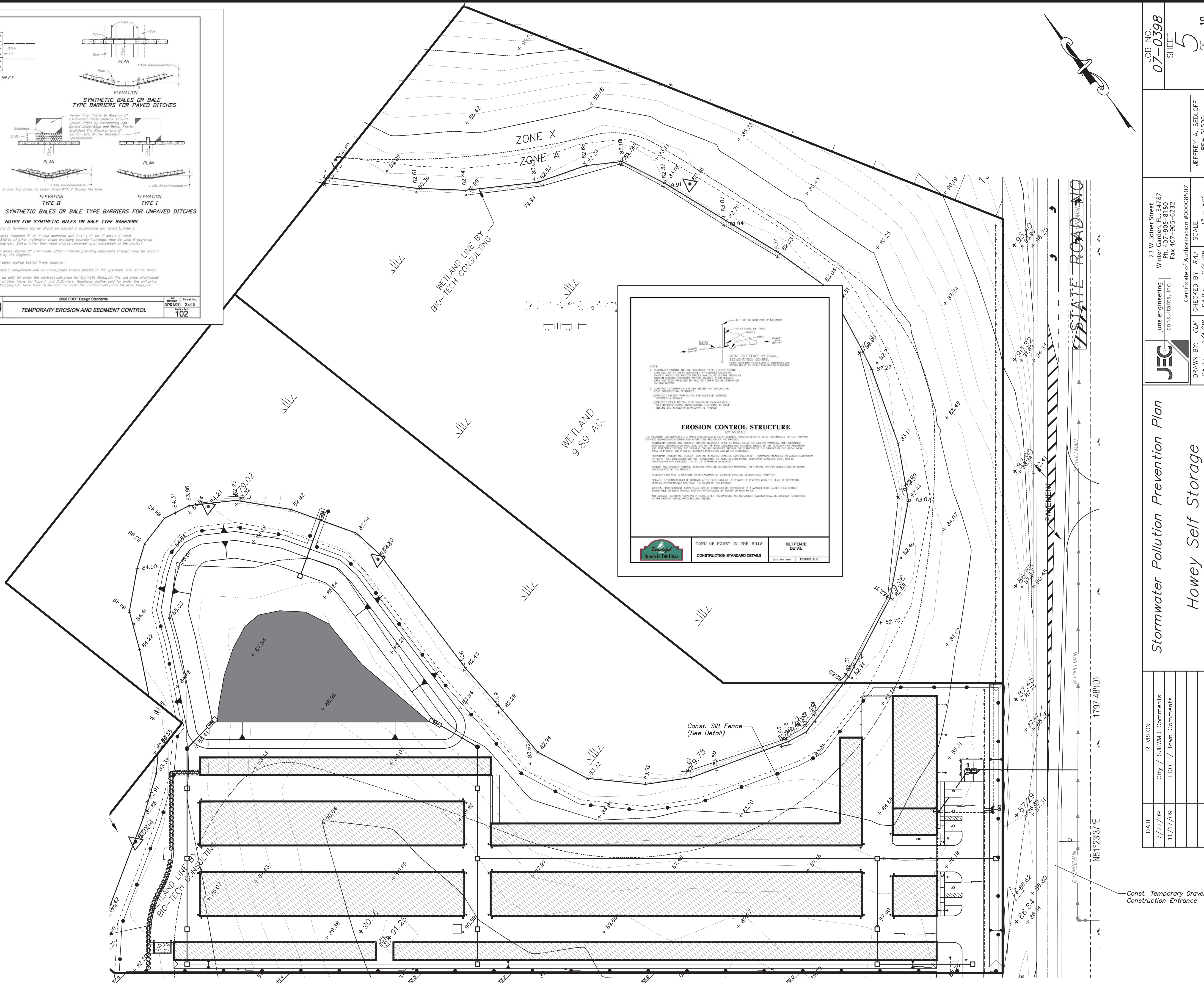
All non-storm water discharges will be directed to the sediment basin prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Asphalt
- Wood
- Masonry Block
- Roofing Shingles
- Petroleum Based Products
- Fertilizers
- Cleaning Solvents
- Paints (Enamel and Latex)
- Metal Shells
- Detergents

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS



Stormwater Pollution Prevention Plan

Howey Self Storage

DATE	REVISION
7/22/09	City / SRWMD Comments
11/17/09	FDOT / Town Comments

JOB NO. 07-0398
SHEET 5 OF 10

23 W. Joliet Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

june engineering
consultants, inc.

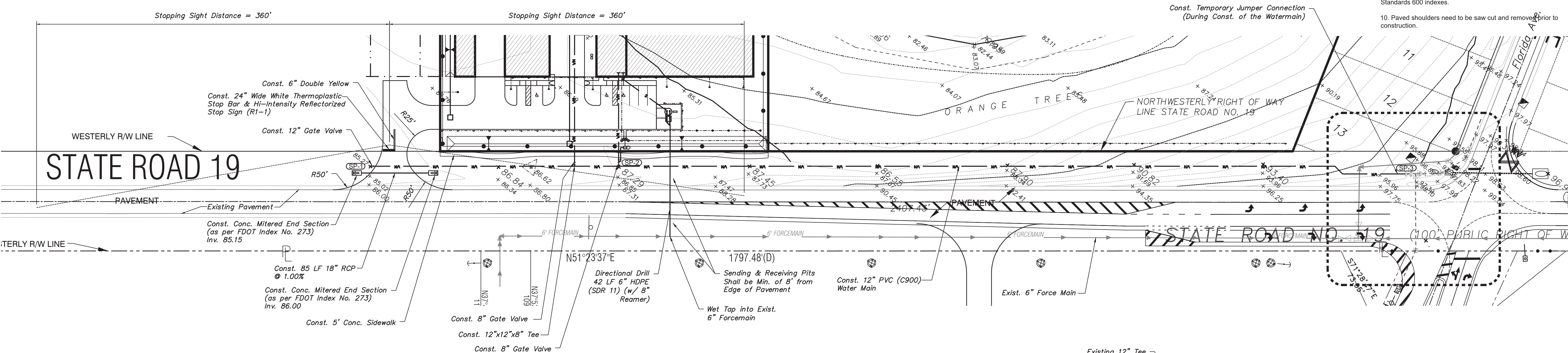


Certificate of Authorization #00008507
DRAWN BY: CLK
CHECKED BY: RAJ
DATE: 2/4/08

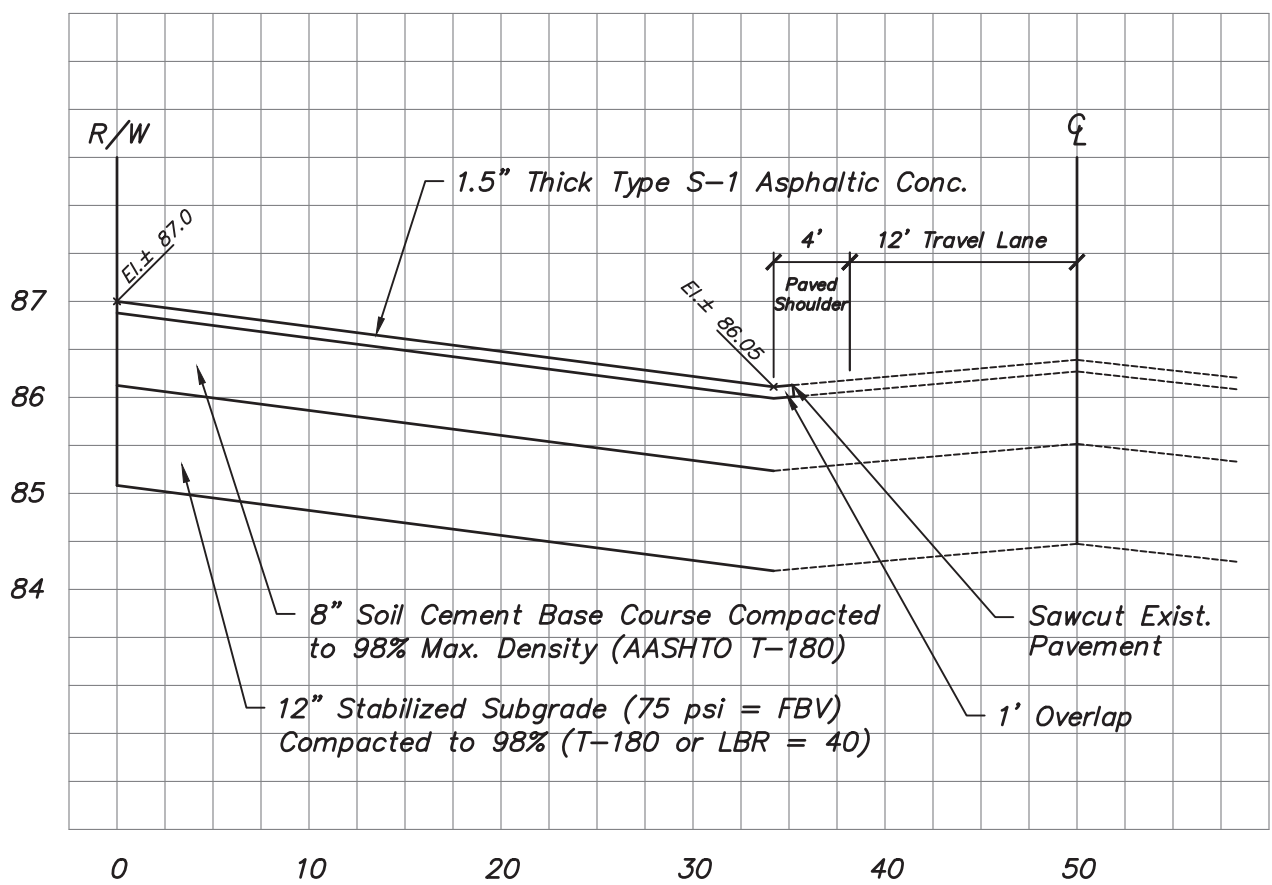
JEFFREY A. SEDLOFF
PE# 51506

SCALE 1" = 50'

- FDOT General Notes:
1. All striping shall conform to FDOT Index No. 17346 and shall be thermoplastic with reflective pavement markers.
 2. Turn lanes were designed based on a design speed of 45mph.
 3. Use FDOT Index 526, Sheet 2 of 8 for roadway transitions, design speed = 45mph, center widening.
 4. Use FDOT Index 301 for turn lanes, design speed = 45mph.
 5. The contractor shall locate the exact location of the existing utilities within FDOT RW, prior to construction.
 6. All construction materials and methods, shall meet the most current editions of the Design Standards, the Standard Specifications for Road and Bridge Construction, and the Utility Accommodation Manual.
 7. All disturbed area within the Department's Right of Way shall be graded and sodded with Argentine Bahia sod.
 8. All striping within the Department's Right of Way shall be lead-free thermoplastic.
 9. All maintenance of traffic shall adhere to the requirements of the Design Standards 600 indexes.
 10. Paved shoulders need to be saw cut and removed prior to construction.



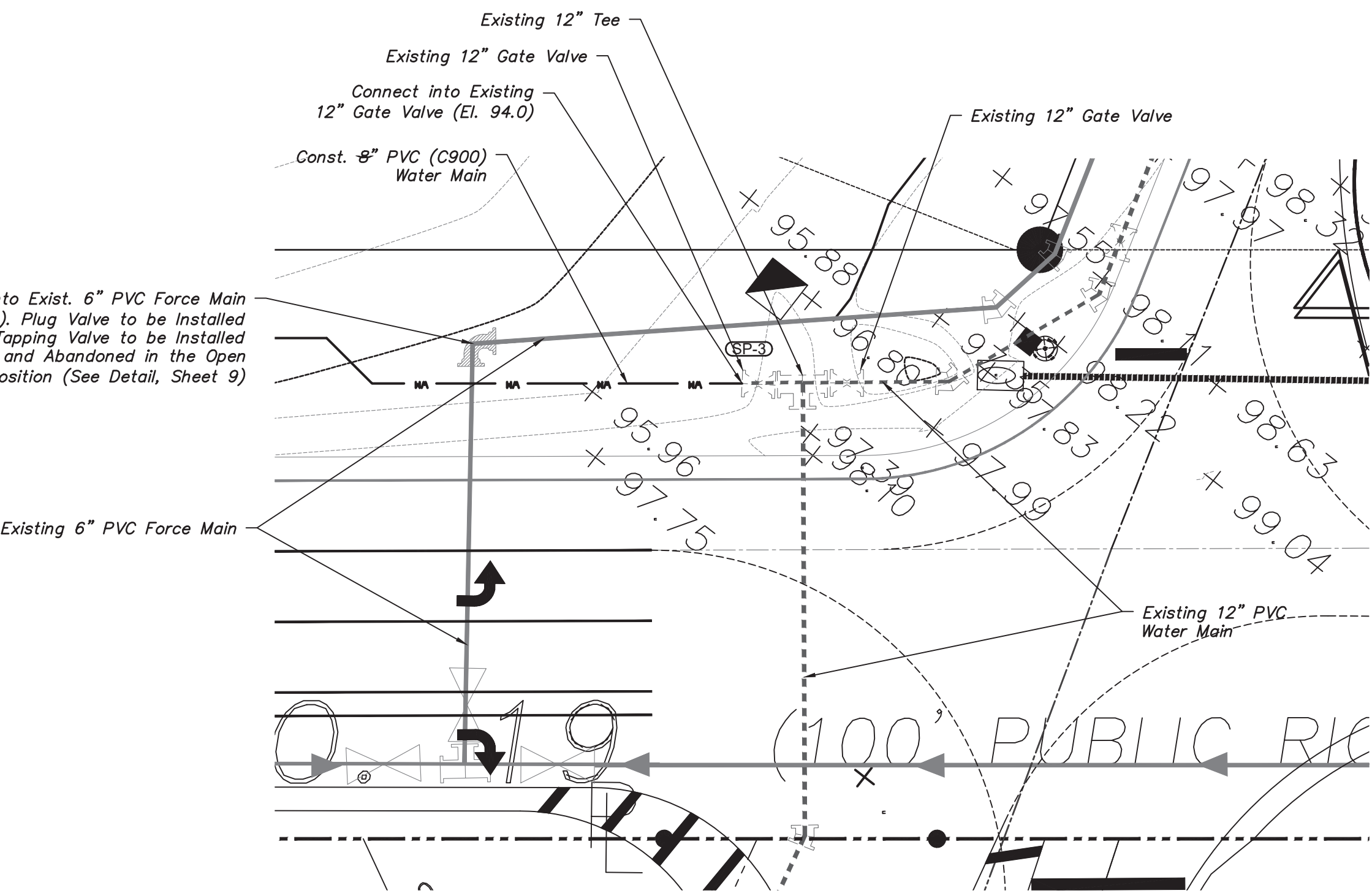
Const. 85 LF 24" RCP @ 0.20%



TYPICAL DRIVEWAY SECTION

H: 1" = 10'
V: 1" = 2'

Wet Tap into Exist. 6" PVC Force Main (El. ±92.0). Plug Valve to be Installed Vertically and Tapping Valve to be Installed Horizontally and Abandoned in the Open Position (See Detail, Sheet 9)



UTILITY CONNECTION DETAIL

Scale: 1" = 20'

LEGEND	
Existing Contours	
Lot Number	
Direction of Flow	
Existing Grade	
Proposed Grade	
Water Main	
Sanitary Sewer	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Gate Valve	
Water Blowoff	

DATE	REVISION
7/22/09	City / SJRWMD Comments
11/17/09	FDOT / Town Comments
6/21/21	Town Comments
2/16/22	Town Comments

Offsite Improvements

Howey Self Storage

june engineering consultants, inc.

23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK
DATE: 2/4/08

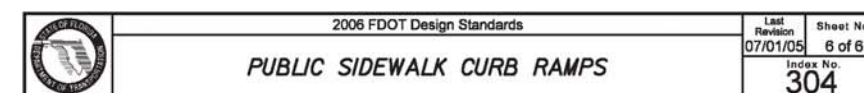
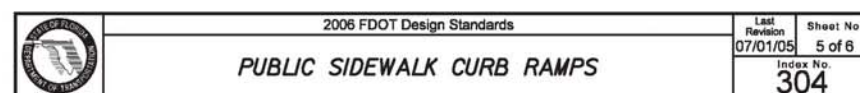
CHECKED BY: RAJ
DATE: 2/4/08

SCALE
1" = 50'

JEFFREY A. SEDLOFF
PE# 51506

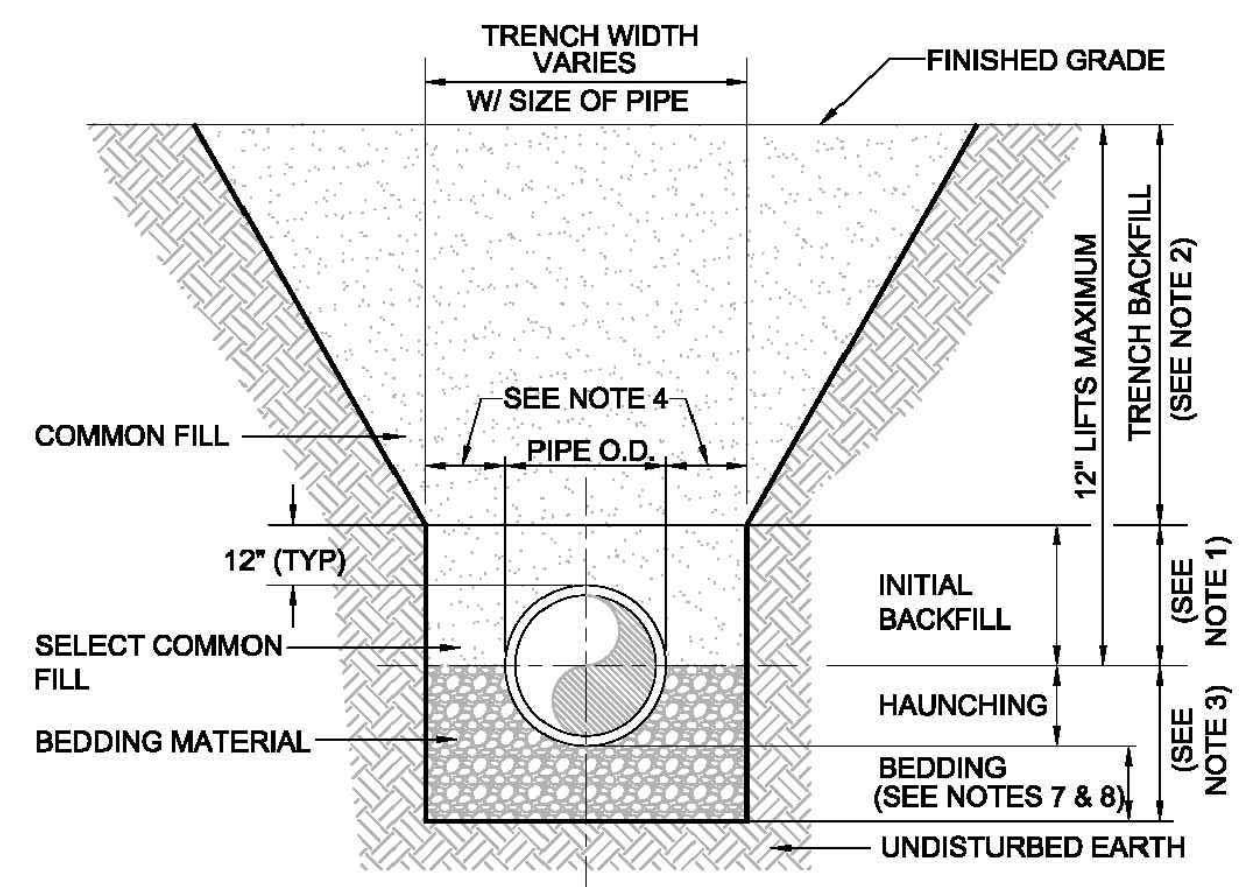
JOB NO.
07-0398

SHEET
6
OF 10



FDOT Details

Howey Self Storage



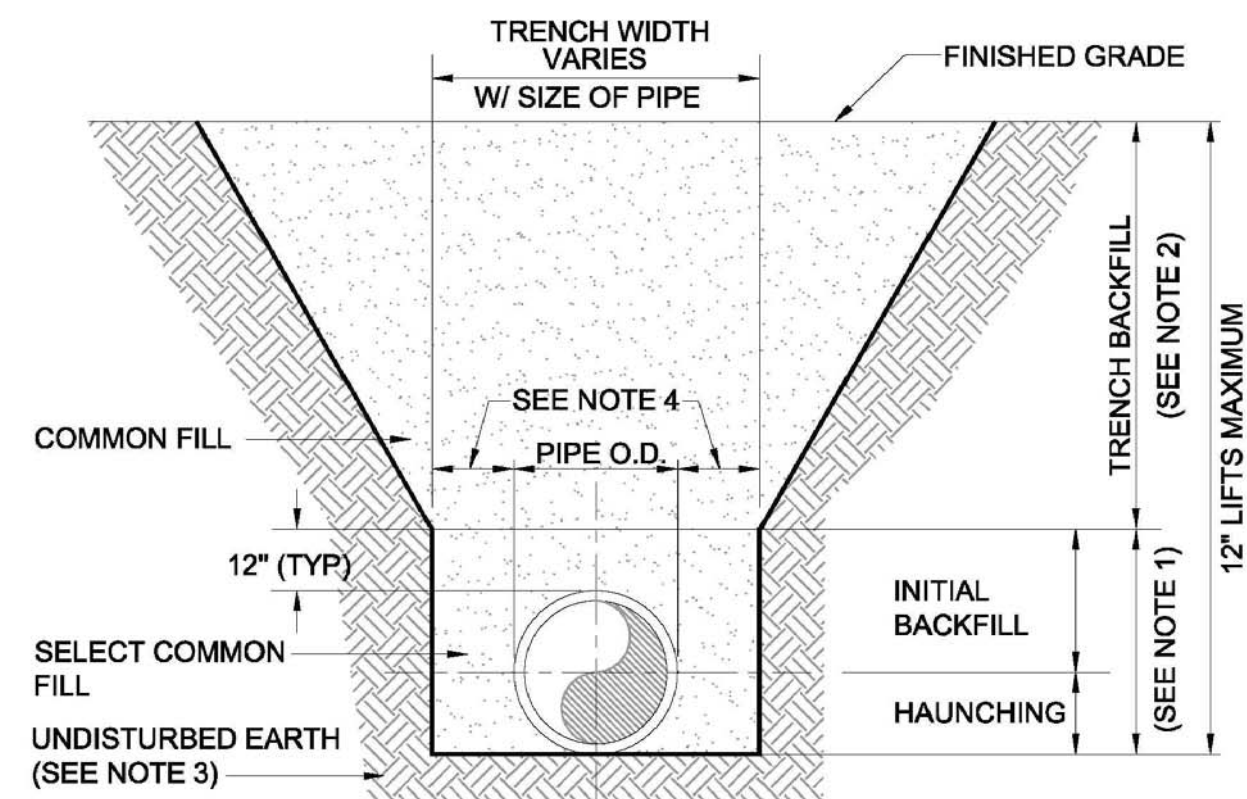
- NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
 4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
 8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
 9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF HOWEY-IN-THE-HILLS RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF R/W UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

BEDDING AND TRENCHING -
TYPE A

DATE: NOV. 2007 FIGURE: A101



- NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
 4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF HOWEY-IN-THE-HILLS RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

BEDDING AND TRENCHING -
TYPE B

DATE: NOV. 2007 FIGURE: A102

TYPE	PIPE SIZE									
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	18	24	31							
45° BEND	18	18	18							
22-1/2° BEND	18	18	18							
11-1/4° BEND	18	18	18							
PLUG OR BRANCH OF TEE	18	36	36							
VALVE	18	36	36							

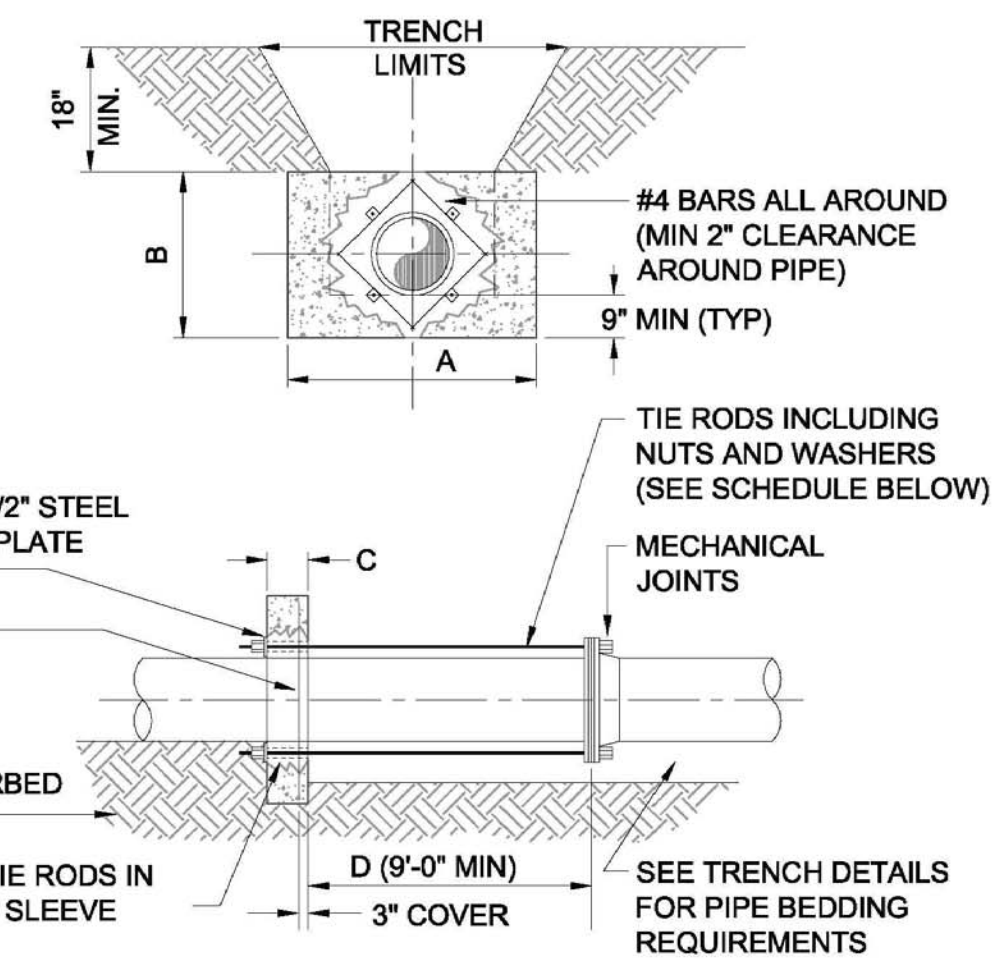
- NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
 4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
 5. FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: A, Sandy, Silty
LAYING CONDITION: Type 3
 6. FOR HDPE, PVC OR PIPE ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

RESTRAINED PIPE TABLE
FORCE MAINS

DATE: NOV. 2007 FIGURE: A104-2



- NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
 2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
 3. BEDDING, BACKFILL, AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
 4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
 5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
 6. DESIGN PRESSURE: 100 PSI.

SCHEDULE OF DIMENSIONS AND MATERIALS						
PIPE SIZE (INCHES)	DIMENSIONS (FT.)				TIE RODS REQ'D	
	A	B	C	D	DIA.	NO.
6	2.0	2.0	1.0		3/4	2
8	2.5	2.5	1.0		3/4	2
10	3.0	2.5	1.0		3/4	2
12	4.0	3.0	1.0		3/4	2
16	5.5	3.5	1.5		3/4	4
20	7.5	4.0	1.5		3/4	4
24	8.5	5.0	1.5		3/4	6

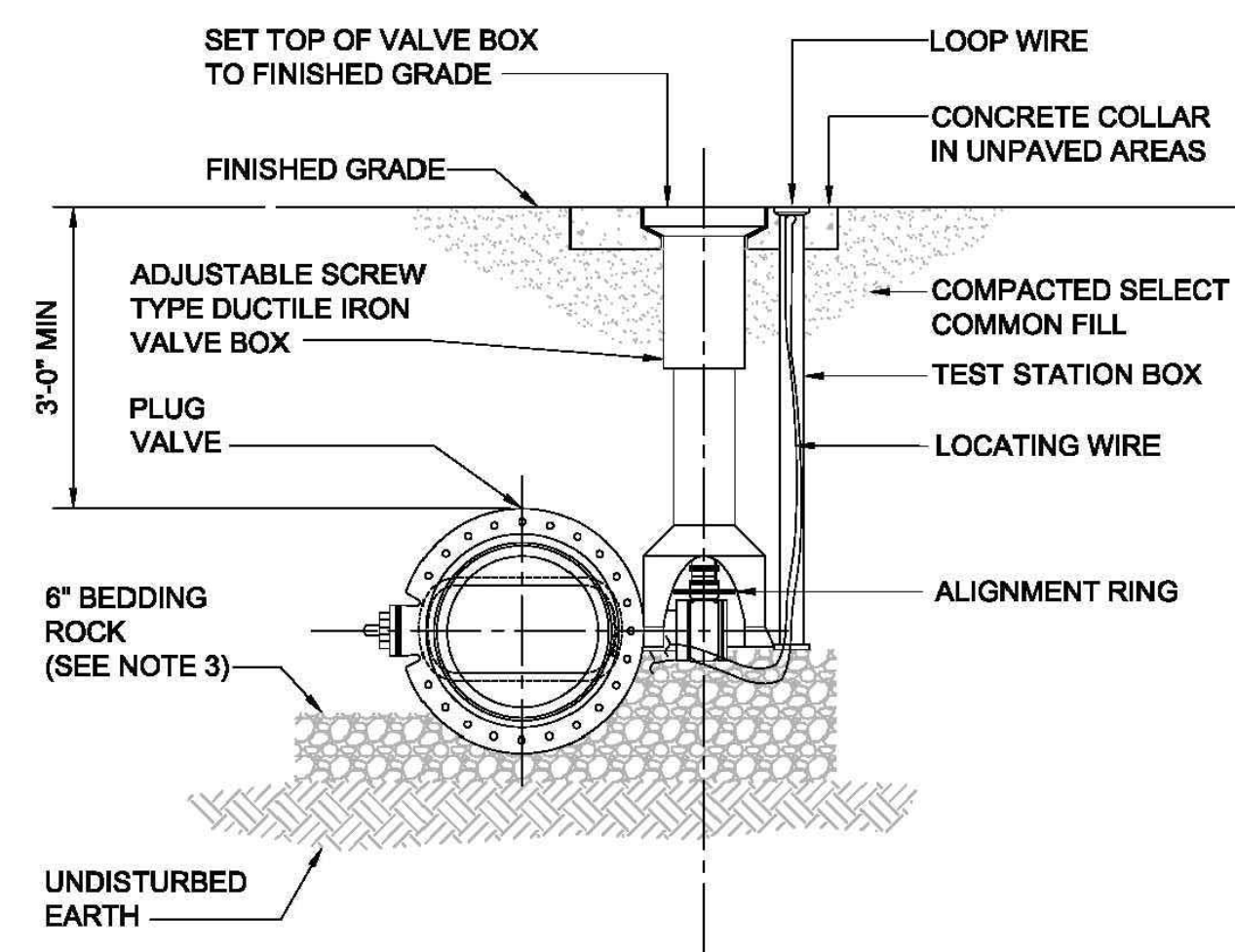
NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2000 LBS/SF SOIL RESTRAINT BEARING.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

THRUST COLLAR (100 psi)
FORCE MAINS

DATE: NOV. 2007 FIGURE: A105-2



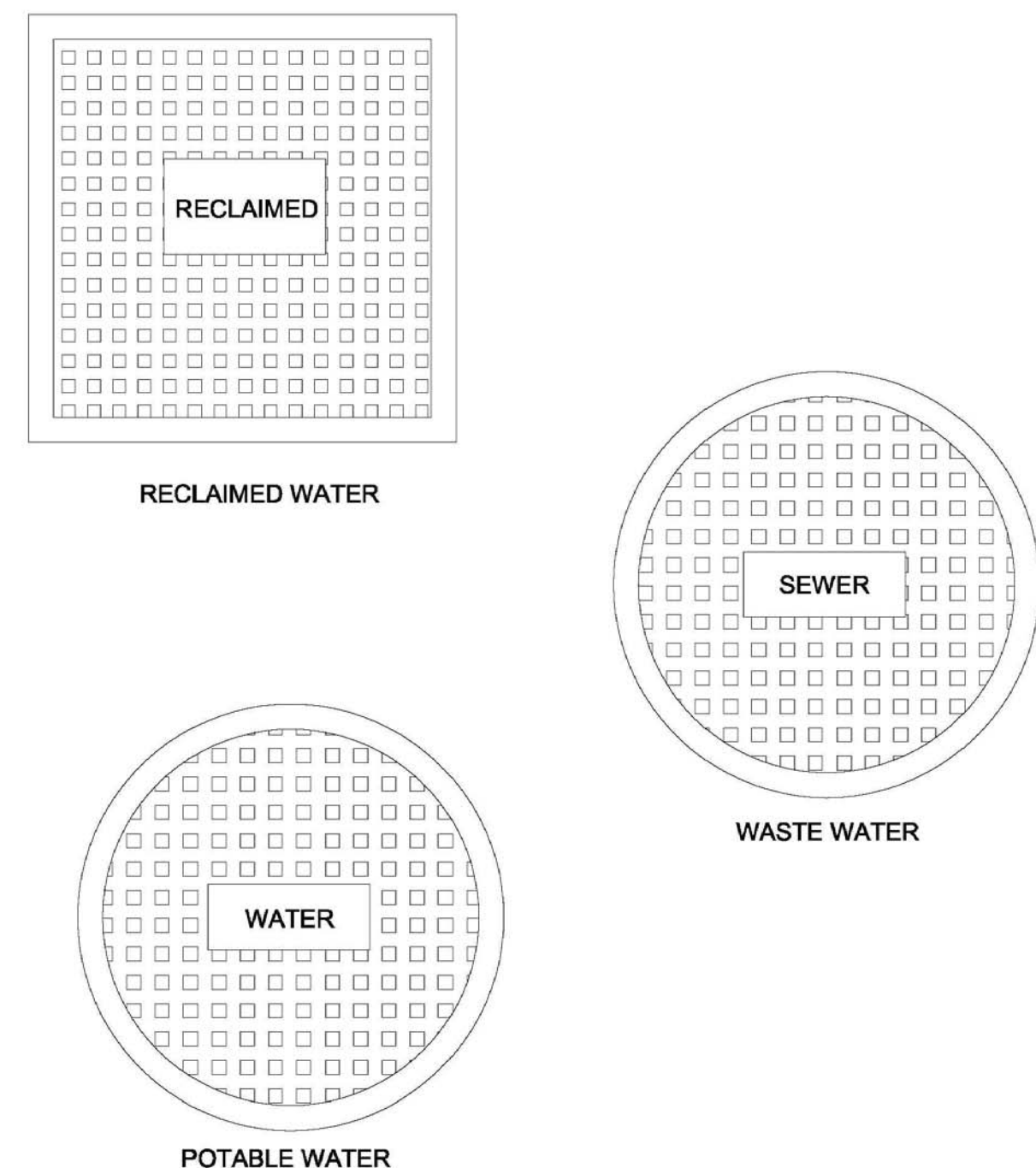
- NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE VALVE ACTUATING NUT FOR SHALL BE EXTENDED TO BE WITHIN 3' OF FINISHED GRADE.
 3. BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
 4. WIRE SHALL TERMINATE IN TEST STATION BOX.
 5. VALVE BOX SHALL REST ON BEDDING ROCK NOT ON VALVE OR PIPE AND SHALL BE CENTERED ON OPERATING NUT.
 6. REFER TO FIGURE A111 FOR INSTALLATIONS AT A DEPTH OF 6' OR GREATER.
 7. VALVES SHALL BE AMERICAN AVK SERIES.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

PLUG VALVE
WASTEWATER

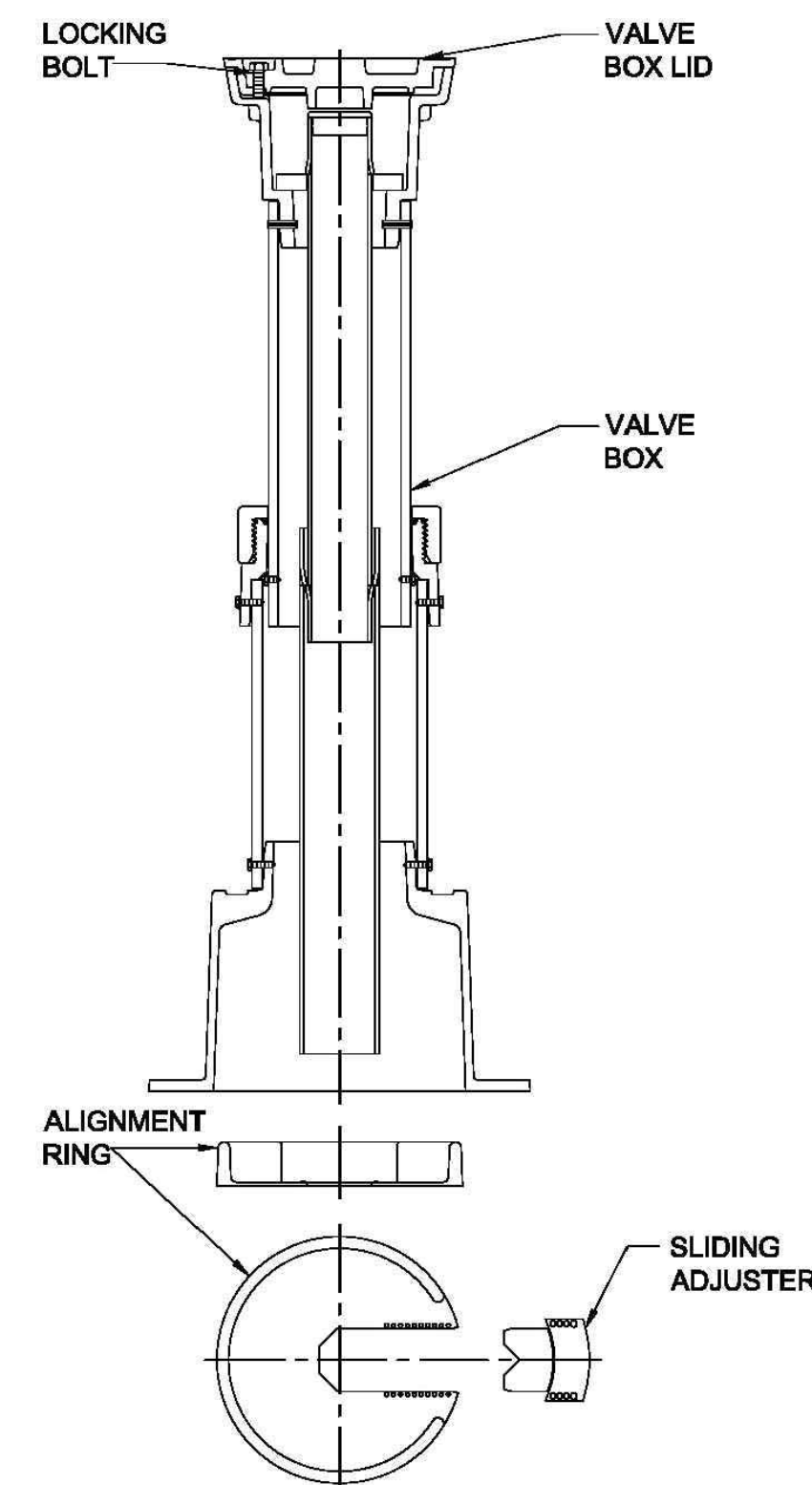
DATE: NOV. 2007 FIGURE: A109



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

TYPICAL VALVE BOX COVER

DATE: NOV. 2007 FIGURE: A110



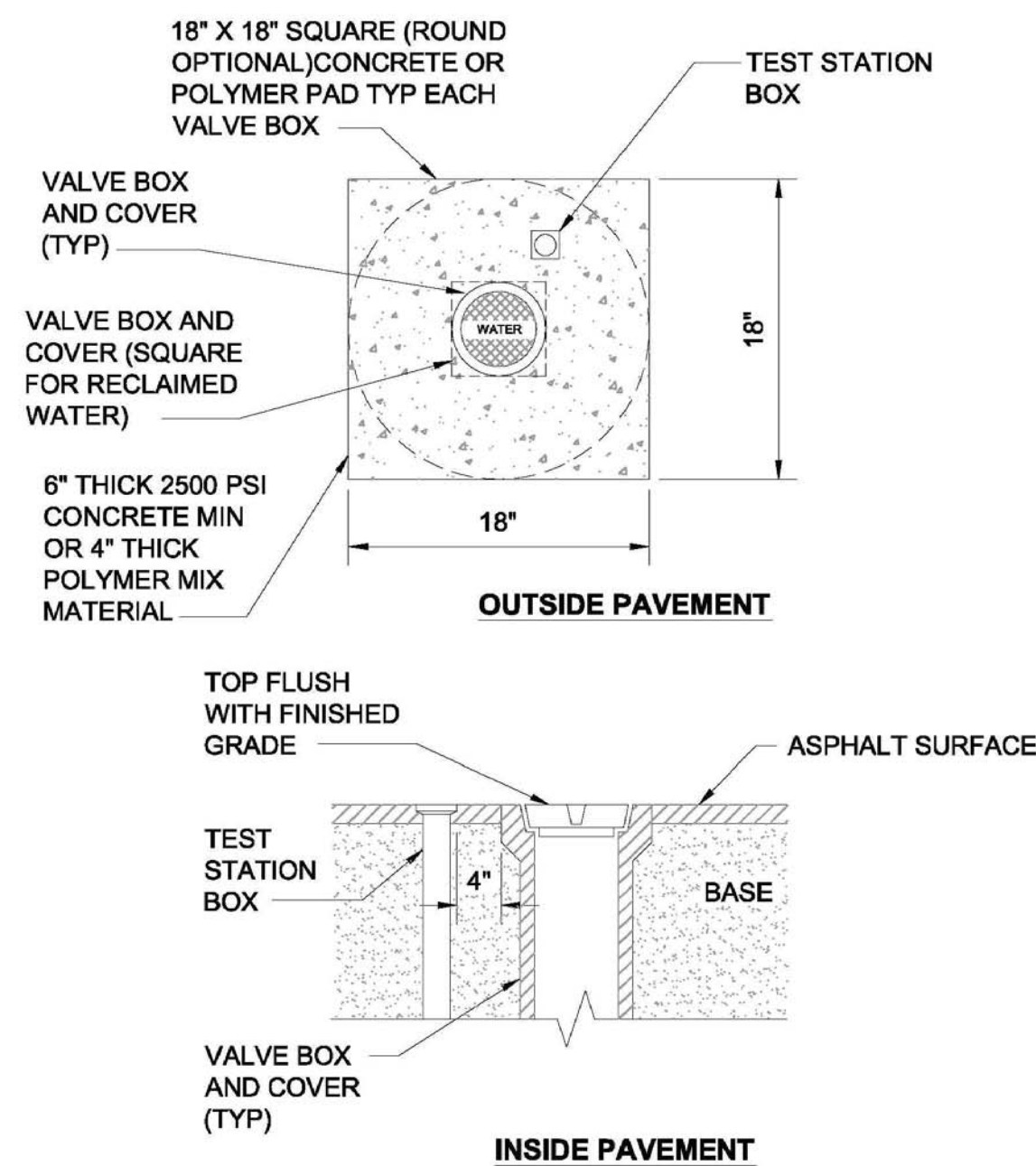
- NOTES:
1. ALL MAINS 6" DEEP OR GREATER.
 2. FOR MAINS 16" IN DIAMETER OR GREATER REGARDLESS OF DEPTH.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

ADJUSTABLE SEALED
VALVE BOX

DATE: NOV. 2007 FIGURE: A111



- NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES 16" AND LARGER LOCATED OUTSIDE OF PAVEMENT.
 2. LABEL TYPE AS WATER, SEWER OR RECLAIMED WATER.



TOWN OF HOWEY-IN-THE-HILLS
CONSTRUCTION STANDARD DETAILS

VALVE COLLAR

DATE: NOV. 2007 FIGURE: A112

DATE	REVISION
7/22/09	City / SJRWMD Comments
11/17/09	FDOT / Town Comments
6/21/21	Town Comments

Standard Details
Howey Self Storage




june engineering
consultants, inc.
23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507


DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 50'
DATE: 2/4/08 DATE: 2/4/08

JEFFREY A. SEDLOFF
PE# 51506

JOB NO.
07-0398
SHEET
8
OF 10

	TOWN OF HOWEY-IN-THE-HILLS	THRUST COLLAR (150 psi) WATER AND RECLAIMED WATER MAINS	
	CONSTRUCTION STANDARD DETAILS	DATE: NOV. 2007 FIGURE A105-1	


- NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE VALVE ACTUATING NUT SHALL BE EXTENDED TO BE WITHIN 3' OF FINISHED GRADE.
 3. BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
 4. WIRE SHALL TERMINATE IN TEST STATION BOX.
 5. REFER TO FIGURE A111 FOR INSTALLATIONS AT A DEPTH OF 6' OR GREATER.
 6. VALVES SHALL BE AMERICAN AVK SERIES 25.

	TOWN OF HOWEY-IN-THE-HILLS	GATE VALVE AND BOX WATER AND RECLAIMED WATER MAINS
	CONSTRUCTION STANDARD DETAILS	


- NOTES:
1. ABOVE DETAIL IS BASED ON 2" COMBINATION AIR/VACUUM RELEASE VALVE. CHANGE PIP AND FITTINGS ACCORDINGLY FOR OTHER VALVE SIZES AND TYPES. VALVE SIZES TO BE DETERMINED BY THE ENGINEER AND APPROVED BY TOWN PRIOR TO INSTALLATION.
 2. VALVE SHALL BE SUPPORTED TO VAULT WALL.
 3. THE MINIMUM DIMENSION FROM ELBOW INVERT TO FINISHED GRADE SHALL BE 4.0 FEET.

	TOWN OF HOWEY-IN-THE-HILLS	AIR OR COMBINATION AIR/VACUUM RELEASE VALVE DETAIL FOR VAULT - WASTEWATER, WATER, & RECLAIMED	
	CONSTRUCTION STANDARD DETAILS	DATE: NOV. 2007	FIGURE A1

- GENERAL NOTES:
1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS ARE NOT EXACT OR GUARANTEED. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
 2. THE PUBLIC WORKS DEPARTMENT (352) 324-2290 SHALL BE NOTIFIED BY THE CONTRACTOR FOR PIPE EMERGENCIES.
 3. ALL EXISTING WATER, FORCE, GRAVITY AND RECLAIMED WATER MAINS AND OTHER FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
 4. CONTRACTOR SHALL ADJUST VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, ETC IN CONFLICT WITH ROADWAY.
 5. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO UTILITIES' MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY UTILITIES, UTILITIES MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
 6. THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF ANY UTILITIES.
 7. ONLY UTILITIES SHALL OPERATE WATER, WASTEWATER, AND RECLAIMED WATER VALVES. COORDINATE VALVE OPERATION WITH APPROPRIATE UTILITIES INSPECTOR.
 8. THE CONTRACTOR SHALL COORDINATE ALL PUMP STATION OPERATION AND SHUT DOWN CONTROL WITH A UTILITIES INSPECTOR. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING OF WASTEWATER DURING THE INTERRUPTION OF FLOWS AND CONNECTIONS WITH EXISTING WASTEWATER SYSTEMS.
 9. ALL NEW VALVES WHEN INSTALLED SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDPE. DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY FDPE AND UTILITIES.
 10. ALL EXISTING AND NEW TOWN OF HOWEY-IN-THE-HILLS UTILITIES VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. ALL EXISTING ABOVE GROUND VALVES TO BE RELOCATED, AS REQUIRED.
 11. MAKE TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE; FLUSH OUT NEW WATER MAIN WITH POTABLE WATER (USE "JUMPER" ASSEMBLY WITH REDUCED PRESSURE ASSEMBLY BACKFLOW PREVENTER TO MAKE TEMPORARY CONNECTIONS TO AN EXISTING WATER SOURCE).

	TOWN OF HOWEY-IN-THE-HILLS	GENERAL NOTES	
	CONSTRUCTION STANDARD DETAILS	DATE: NOV. 2007	FIGURE A122


-
- APPROX 7.5" X 3.5"
6" THICK CONCRETE
REINFORCED WITH
FIBERMESH SHEAR PAD
- SIDEWALK
- COMPACTED
BACKFILL
- CONCRETE
- VALVE BOX
- CURB
- ROAD
- EXPANSION FIBER MATERIAL
BETWEEN HYDRANT BARREL
AND CONCRETE
- 3' TO 5'
- CONCRETE
- ANCHORING TE
- VALVE
- DI ANCHORING
COUPLING
- NOTES:
1. CENTER OF THE FLANGE CONNECTION SHALL BE 5" FROM THE TOP OF THE SLAB.
2. FIRE HYDRANT SHALL BE AMERICAN AVK SERIES 27 "RED" NOSTALGIC.

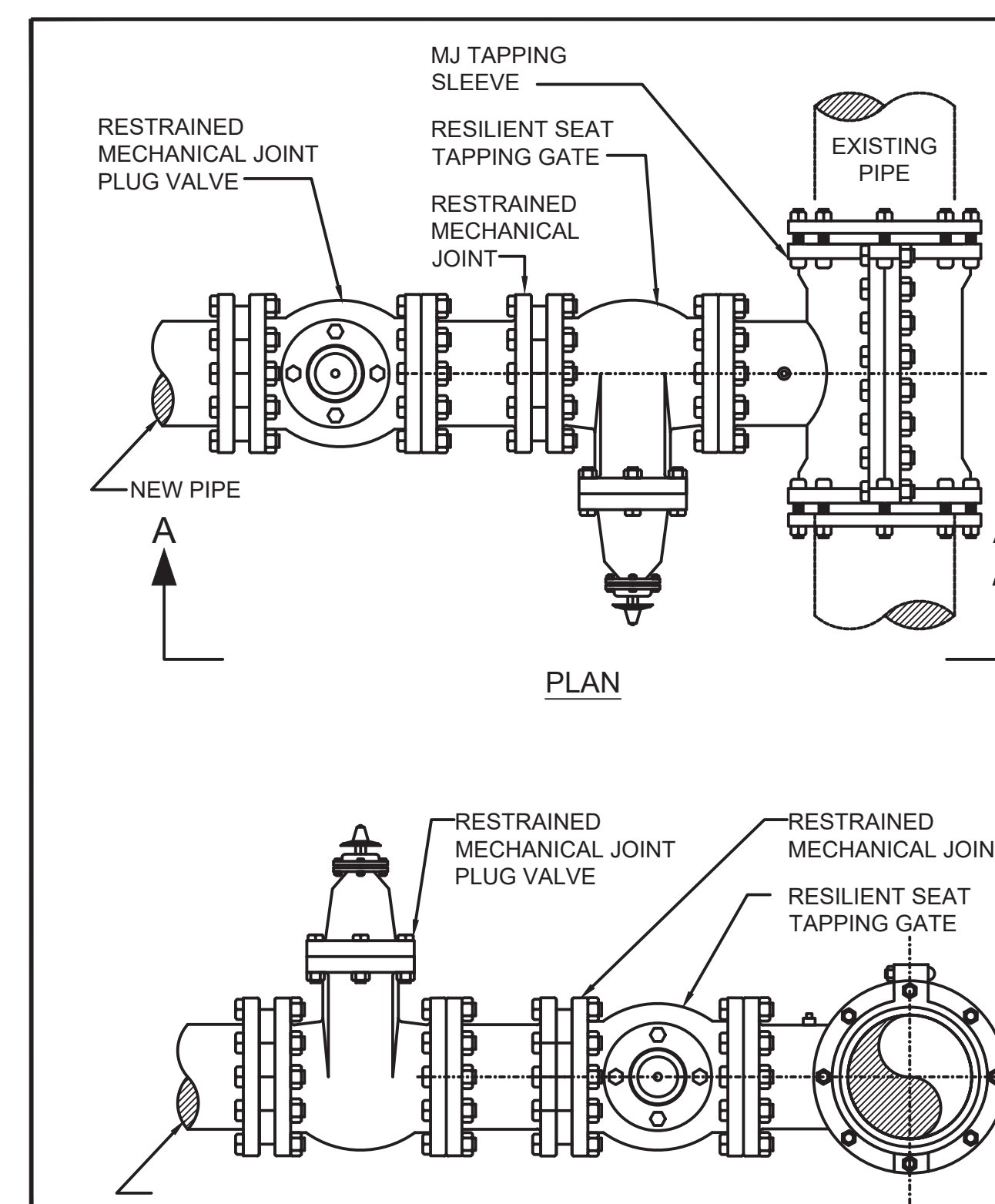
	TOWN OF HOWEY-IN-THE-HILLS	STANDARD DRAWINGS FIRE HYDRANT ASSEMBLY	
	CONSTRUCTION STANDARD DETAILS	DATE: NOV. 2007	FIGURE: A230A

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)											
TYPE	PIPE SIZE										
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	
90° BEND	18	24	31								
45° BEND	18	18	18								
22-1/2° BEND	18	18	18								
11-1/4° BEND	18	18	18								
PLUG OR BRANCH OF TEE	18	36	36								
VALVE	18	36	36								

- NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
 4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
 5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:


WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: A, Sandy, Silty
LAYING CONDITIONS: Type 3
 6. FOR HDPE, PVC OR PIPE ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.

	TOWN OF HOWEY-IN-THE-HILLS	RESTRAINED PIPE TABLE WATER AND RECLAIMED WATER MAINS	
	CONSTRUCTION STANDARD DETAILS	DATE: NOV. 2007	FIGURE A104



DATE	REVISION
7/22/09	City / SJRWMD Comments
11/17/09	FDOT / Town Comments
6/21/21	Town Comments

Standard Details
Howey Self Storage

	june engineering consultants, inc.		23 W. Joiner Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232		JOB NO. <i>07-0398</i>
	Certificate of Authorization #00008507				SHEET <div style="font-size: 2em; text-align: center;">9</div> OF 10
DRAWN BY: CLK DATE: 3/1/08	CHECKED BY: RAJ DATE: 3/1/08	SCALE 1" = 60'	JEFFREY A. SEDLOFF PE# 51506		

RILEY & Company, Inc. (H-20 GP)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS

SCOPE: Supply one complete H-20 GP Pre-Fab Lift Station, per design.

Pumps shall be capable of grinding and pumping domestic & commercial sewage.

Complete system shall be supplied by:

RILEY & Company, Inc.
Sanford, FL 32773 (Ph. 407-265-9963)

NO SUBSTITUTIONS - NO ALTERNATES

The H-20 Load Rated Fiberglass Wetwell Must Be Warranted For 20 Years
And Manufactured By L.F. Manufacturing, Giddings, Texas.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMPS: Submersible grinder pumps shall be HOMA Model GRP. The pumps shall be installed in the H-20 GP FRP wetwell utilizing a dual slide rail system. The grinder unit shall be capable of macerating materials normally found in domestic and commercial sewage into a fine slurry which will pass through the pump and the Sch.80 PVC discharge piping.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal. Two heat sensor thermostats shall be used on three phase motors.

The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller.

Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL:

Control panel shall be assembled and built by a TUV (UL508A CERTIFIED) manufacturing facility.

The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep fiberglass with padlockable draw latches.

The enclosure shall have external mounting feet to allow for wall mounting.

The following components shall be mounted through the enclosure:

- 1- ea. Red Alarm Beacon (Light)
- 1- ea. Alarm Horn
- 1- ea. Generator Receptacle w/ weatherproof cover
- 1- ea. Alarm Silence Pushbutton

The backpanel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to backpanel:

- 2- ea. Motor Contactors
- 1- ea. Volt Monitor (Single Phase) Phase Monitor (Three Phase)
- 1- ea. Control Transformer (480 Volt Only)
- 1- ea. Silence Relay
- 1- ea. Duplex Alternator
- 1- ea. Model BOAC5AH Battery Back-Up w/ Smart Charger
- 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)
- 3- ea. Grounding Lugs

The innerdoor shall be fabricated from .080, 5052-H32 marine alloy aluminum. The innerdoor shall have a continuous aluminum piano hinge.

The following components shall be mounted through the innerdoor:

- 1- ea. Main Circuit Breaker
- 1- ea. Emergency Circuit Breaker
- 1- ea. Mechanical Interlock For Emergency And Main Breakers
- 2- ea. Short Circuit Protectors
- 1- ea. Control Circuit Breaker
- 2- ea. Seal Failure Indicator Lights
- 1- ea. Hand-Off-Auto Selector Switches
- 2- ea. Pump Run Pilot Lights
- 1- ea. Power On Pilot Light
- 2- ea. Elapse Time Meters (Non-Resetable)
- 1- ea. GFI Duplex Convenience Outlet

COMPONENT SPECIFICATIONS:

All circuit breakers shall be molded thermal magnetic. The mechanical interlock shall prevent the normal and emergency main breakers being energized at the same time.

An emergency generator receptacle shall be supplied in accordance with DEP standards. The generator receptacle shall be adequately sized to meet the equipment operating conditions.

NEUTRAL TO BE SUPPLIED FOR BOTH 230V 3PHASE OR 230V SINGLE PHASE POWER

All motor short circuit protection devices must provide for undervoltage release and class 10 overload protection on all three phases. Visible trip indication, test, and reset capability must be provided without opening inner door. Open frame, across the line, contactors shall be rated per IEC standards and properly sized per the motor requirements. Contactors shall provide for safe touch power and control terminals.

Lightning Arrestor shall meet or exceed the requirements of ANSI/IEEE Std. C62.21-1984 section 8.6.1. and 8.7.3 shall be supplied by electrician and mounted on the bottom side of the switch disconnect ahead of the pump control panel.

A voltage monitor shall be supplied for single phase service.

A phase monitor shall be supplied for (3) phase service.

A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run.

Each pump shall have an Elapse Time Meter to record the accumulated run time. The ETM shall be 2" diameter, non-resettable, six digit, totally encapsulated unit.

A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside the control panel.

Relays shall be ice-cube plug in type. Relay contacts shall be rated 10 amp minimum, DPDT.

Twenty (20) terminals shall be supplied for field connections.

The terminals shall be rated 25 amps minimum.

Each motors over-temperature contact shall be connected to the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor.

A 15 Amp GFI duplex receptacle shall be supplied and mounted on the innerdoor.

Ground lugs shall be supplied and appropriately sized for each motor and for service entrance.

Nameplates for the innerdoor and back panel shall be of a graphic design, specifically depicting the intent for each device.

MISCELLANEOUS: All wiring on the backpanel shall be contained within the wiring duct. All wiring between the innerdoor and the backpanel shall be contained within a plastic spiral wrap. Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting.

The control panel shall be assembled by a TUV (UL508A Certified) manufacturing facility.

PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	118.0 GPM	TOP OF WETWELL	88.25
PRIMARY TDH	45.1 'TDH	INLET INVERT	83.25
PUMP MANUFACTURER	HOMA	HIGH LEVEL ALARM	83.00
PUMP MODEL #	GRP34/1/C	2nd PUMP ON	82.50
R.P.M.	3450	1st PUMP ON	82.00
HORSEPOWER	4.0	PUMPS OFF	81.00
ELECTRICAL/ VOLTS / PHASE	230/1	BOTTOM OF WETWELL	79.00
PUMP DISCHARGE SIZE	2"	WETWELL DIAMETER	48"
IMPELLER DIAMETER	5 7/8"		

* ELECTRICIAN NOTES:

1. DRAWING NOT TO SCALE
- * 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
- * 3. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- * 4. ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- * 5. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT
- * 6. NEUTRAL TO BE SUPPLIED FOR 230V-3 PHASE OR 230V-SINGLE PHASE POWER.

RILEY & CO. / H-20 GP 06-19-08

FASTNERS & APPURTANCES: All fastenes, lifting cables, float cable bracket, hinges, and appurtances shall be made of AISI 304SS.

A 304SS slide/latch assembly shall be provided tor holding the doors open on the wetwell and valve box.

Slide rails shall be made of SCH.40 AISI 304SS pipe.

Pump lifting cables shall be made of AISI 304 SS.

Pump lifting bales shall be made of AISI 304 SS.

H-20 LOAD RATED WETWELL WITH LIFTING LUGS:

The fiberglass wetwell must be H-20 load rated with integral lifting lugs, fiberglass slope in bottom of wetwell and valve box.

Certification of the H-20 load rating must be supplied at the time of submittals to Engineer.

The wetwell shall be manufactured of fiberglass reinforced polyester (FRP) of depth and diameter as shown on the lift station elevation detail. The wall thickness shall be adequate for the depth of the wetwell to maintain the H-20 LOAD RATING.

EXECUTION:

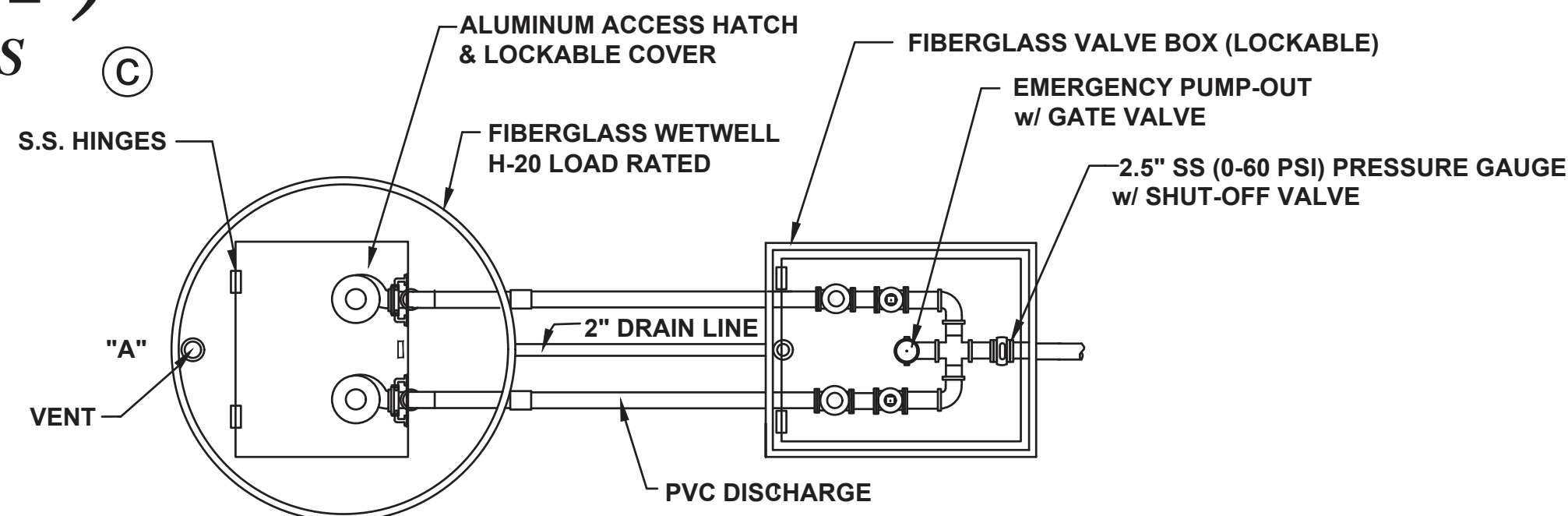
Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.

INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system.

Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor/cable is intact.

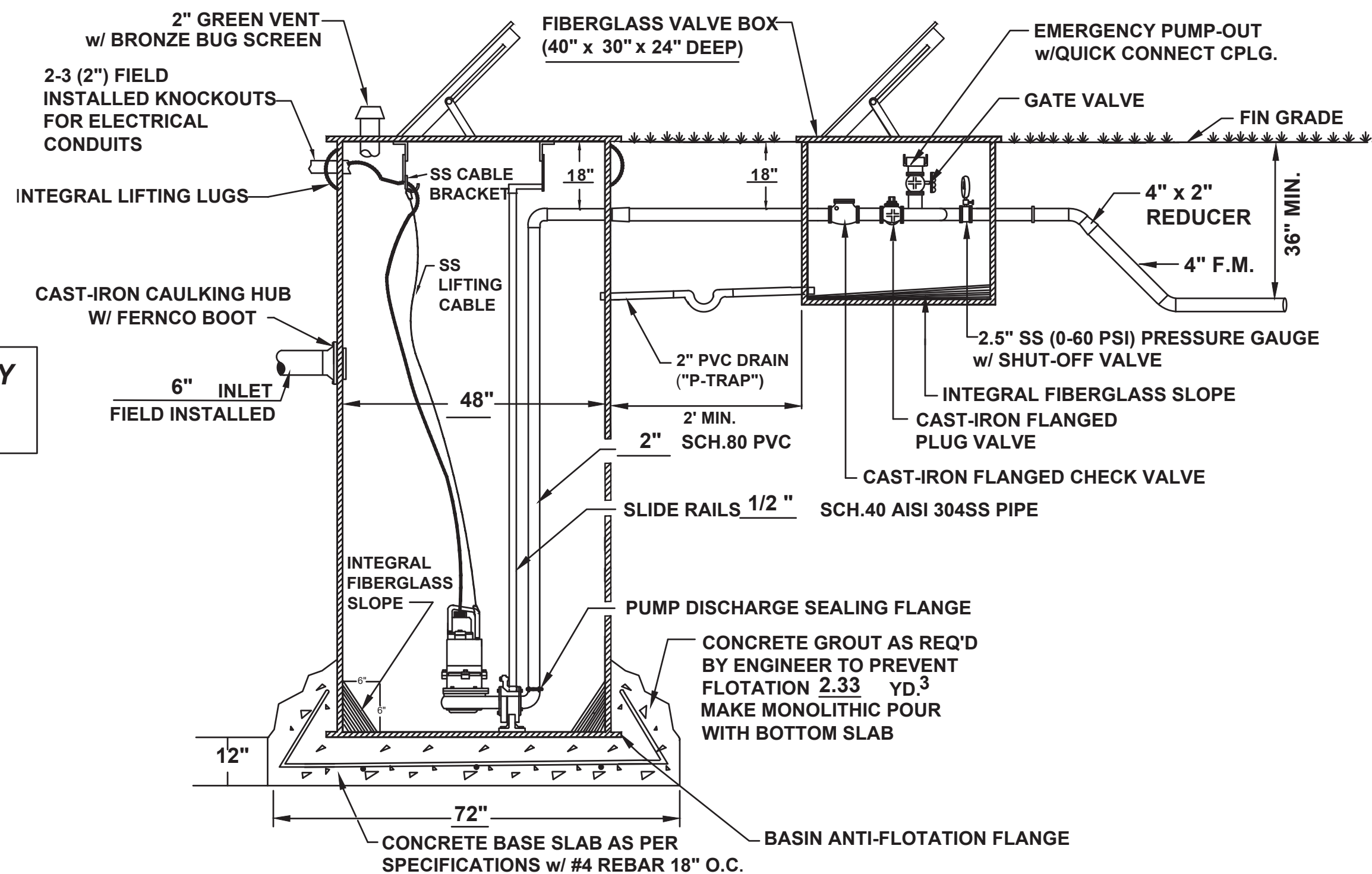
The pump controls and pumps shall be checked for mechanical reliability and proper operation.

LIFT STATION SHALL BE PRIVATELY OWNED AND MAINTAINED.

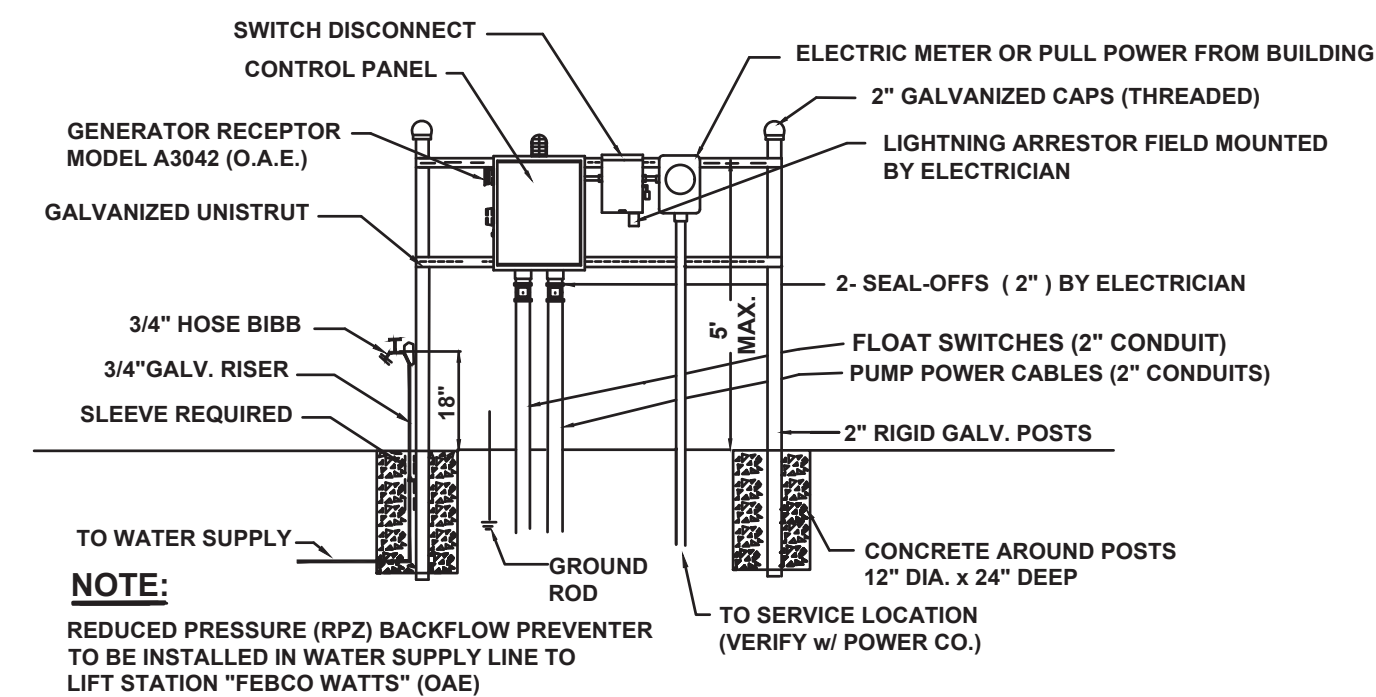


NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"

LIFT STATION PLAN



LIFT STATION SECTION



ELECTRICAL RISER

RILEY & Company, Inc.
5491 Benchmark Lane
Sanford, FL 32773
PH. 407-265-9963

DRAWN

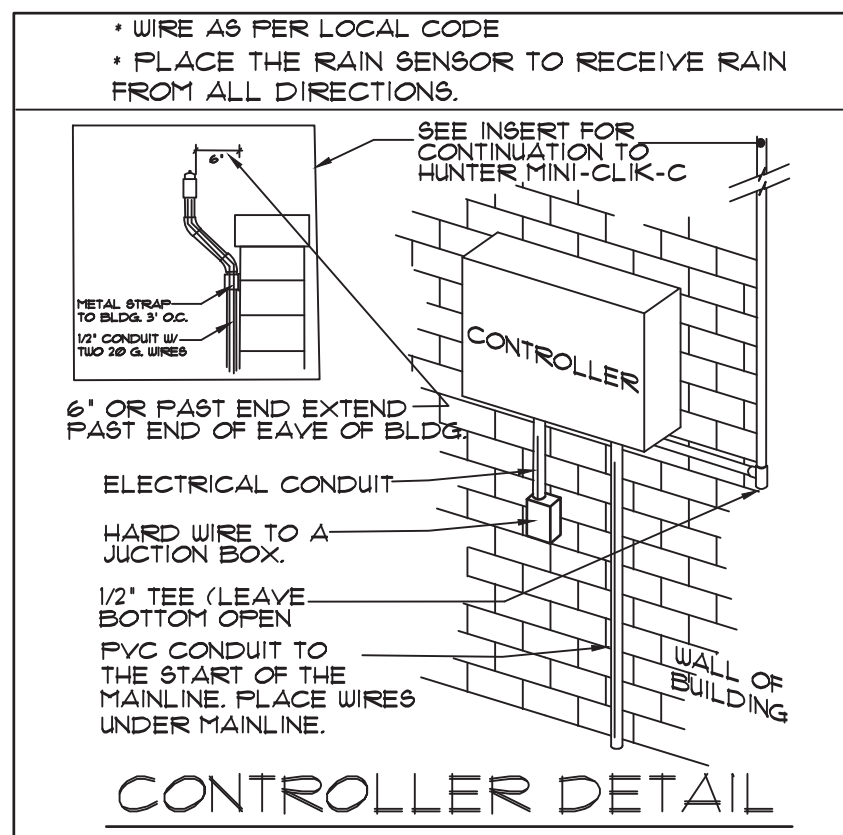
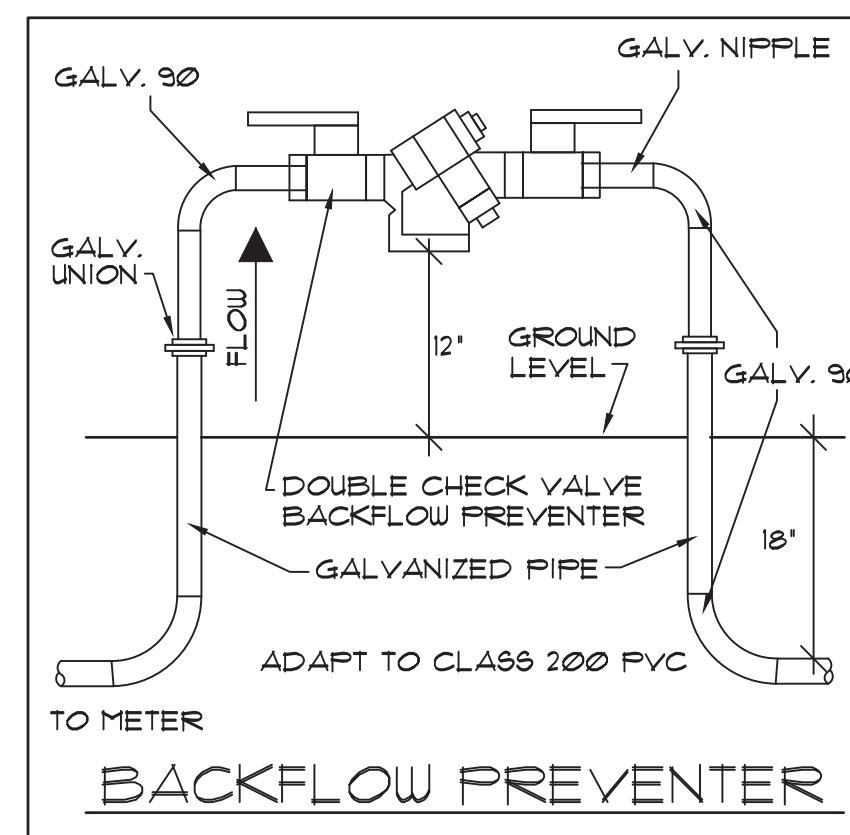
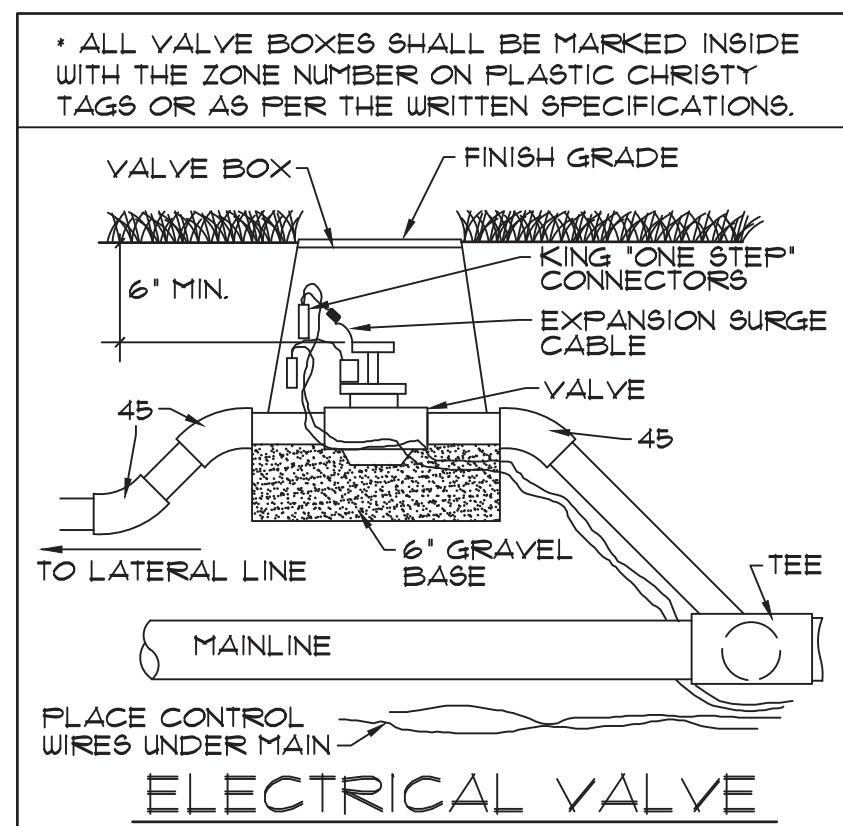
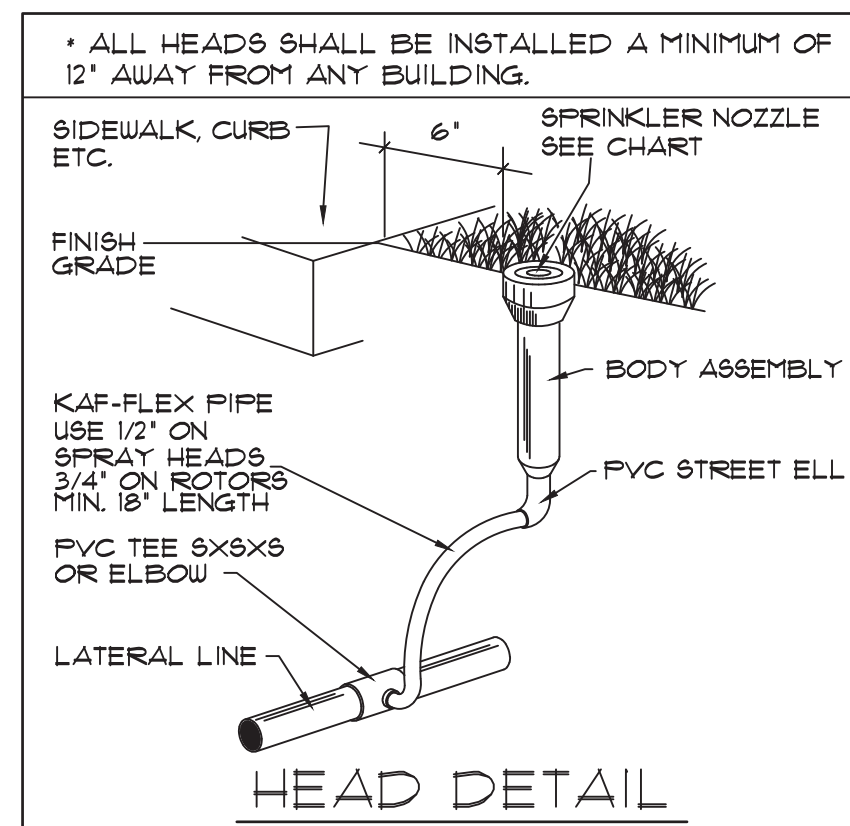
CHECKED

DATE

SCALE

JOB NO.

10 of 10



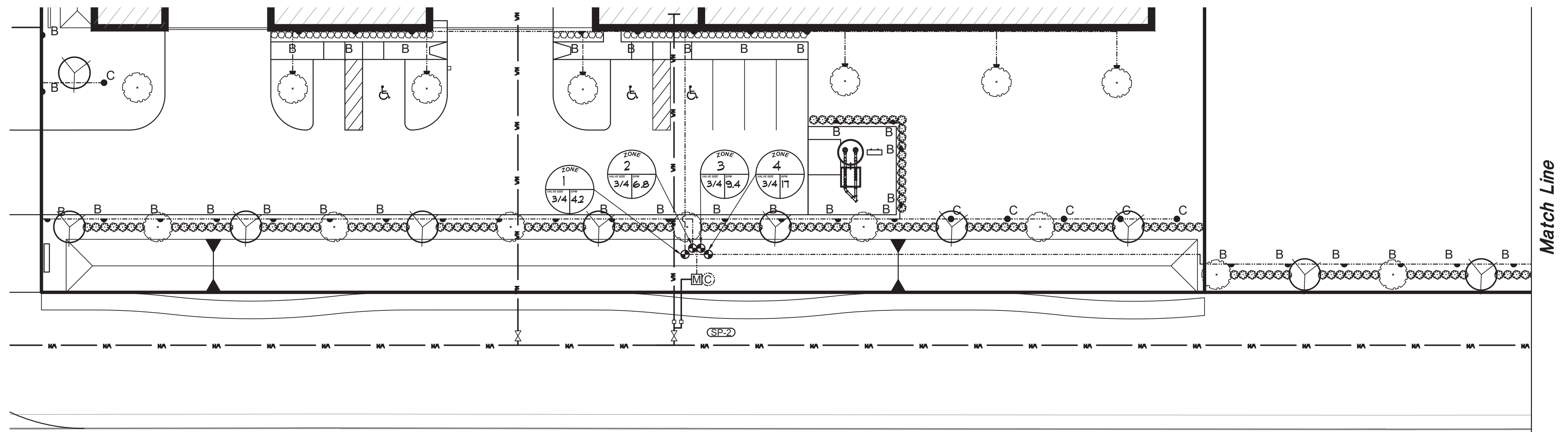
NOZZLE CHART				
Symbol	Description	Pressure	Flow	Radius
A	Rain Bird SQ-HLF (Low Volume)	30 psi	0.20 gpm	4 Ft
B	Rain Bird U-8H	30 psi	0.52 gpm	8 Ft
C	Rain Bird U-8F	30 psi	1.05 gpm	8 Ft
D	Rain Bird SQ-F (Low Volume)	30 psi	0.40 gpm	4 Ft

Irrigation Notes:

- 1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES.
- 2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 3) ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE.
- 4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES & BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.
- 5) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING REUSE WATER.
- 6) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
- 7) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)
- 8) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE.
- 9) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT, WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.
- 10) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)
- 11) IRRIGATION RISERS ARE NOT PERMITTED.
- 12) ALL GRASS AREAS SHALL BE TRUCK IRRIGATED FOR THE FIRST 30 DAYS OR UNTIL GRASS HAS BEEN ESTABLISHED.
- 13) ALL PLANT BEDS AND TURF AREAS NEED TO BE ON SEPARATE ZONES.
- 14) LOW VOLUME IRRIGATION NEEDS TO BE USED FOR PLANT BEDS, SHRUBS AND TREE IRRIGATION.
- 15) CONTRACTOR TO ROUTE IRRIGATION LINES AROUND EXISTING TREES SO AS NOT TO DISTURB THE ROOT SYSTEM.

Irrigation Legend	
-----	PVC Lateral Line - Size as Shown
-----	2" PVC Main Line
●	Nozzle Location - See Chart for Specifications
IM	1" Irrigation Meter
RC	RainBird ESP Controller (Rain Sensor at Ea. Controller)
BP	Backflow Preventer
⊕	Rain Bird PGA Series Valve (Size Shown on Zone Label) Installed in Ametek 10" Round Valve Box
⊕	Rain Bird DV Series Valve (Size Shown on Zone Label) Installed in Ametek 10" Round Valve Box (Pressure Regulating Valve)

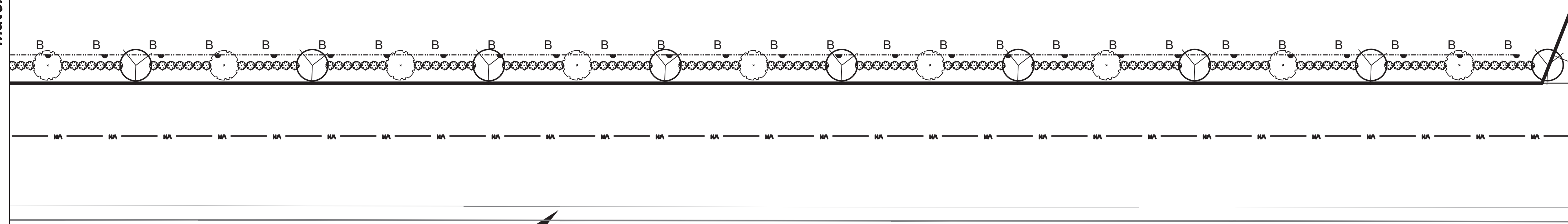
Final Irrigation plan approval does not provide exemption from the Town's irrigation standards. Any deviation from the Town's standards must be requested and approved in writing prior to installation.



ENTRANCE IRRIGATION PLAN

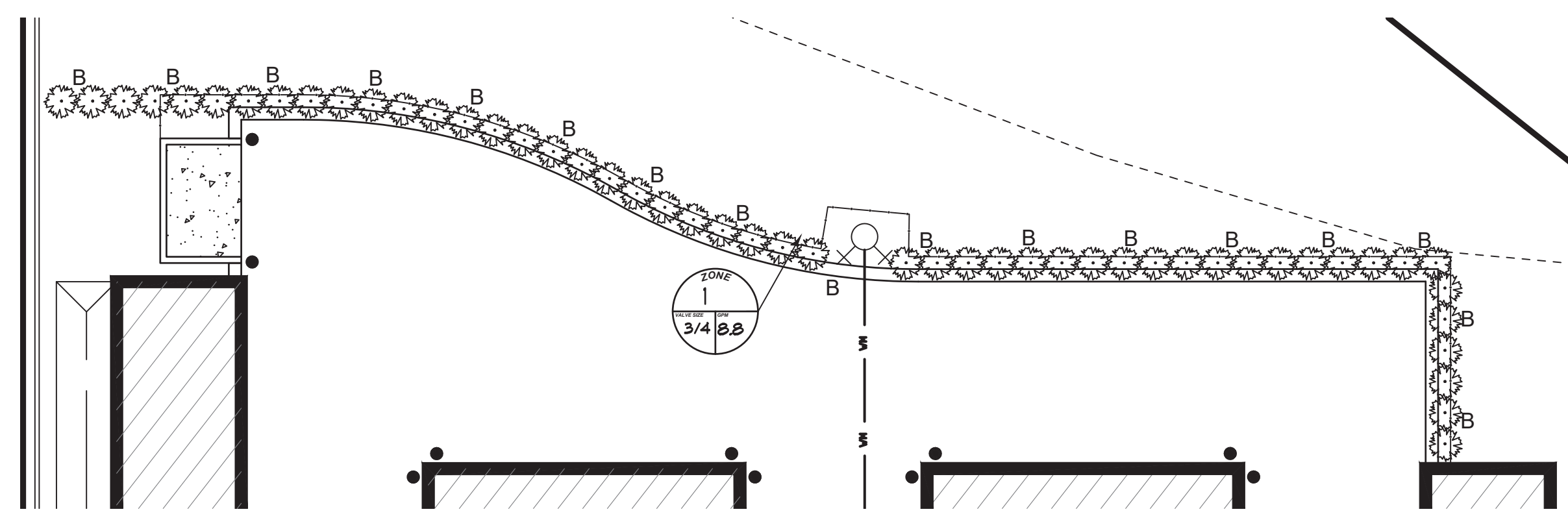
Scale: 1" = 20'

Match Line



ENTRANCE IRRIGATION PLAN

Scale: 1" = 20'



IRRIGATION PLAN at REAR OF PROPERTY

Scale: 1" = 20'

DATE	REVISION
6/21/21	Town Comments

Irrigation Plan
Howey Self Storage

	june engineering consultants, inc. 23 W. Joiner Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232	Certificate of Authorization #00008507	SHEET 1-1 OF 10
DRAWN BY: CLK DATE: 2/4/08	CHECKED BY: RAJ DATE: 2/4/08	SCALE: 1" = 50'	JEFFREY A. SEDLOFF PE# 51506

LEGEND	
Existing Contours	
Lot Number	(12)
Direction of Flow	
Existing Grade	+79.3
Proposed Grade	
Water Main	8" WM
Sanitary Sewer	S
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Gate Valve	
Water Blowoff	

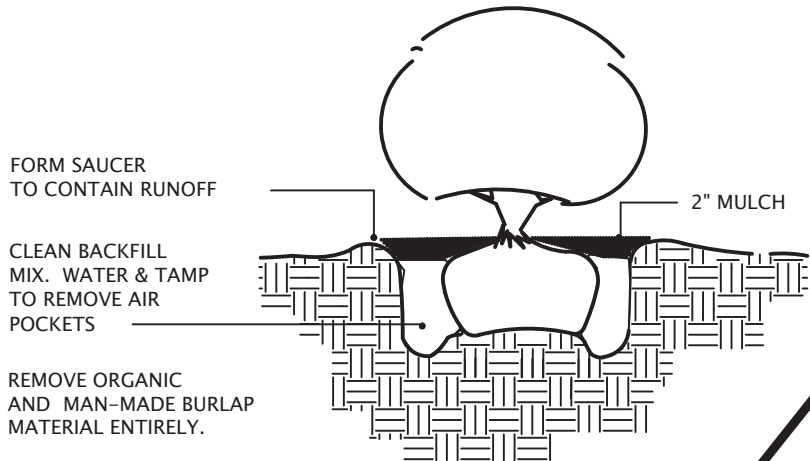
- PLANT NOTES**
- ALL LANDSCAPED AND SODDED AREAS DELINEATED ON THESE PLANS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM PROVIDING 100% HEAD-TO-HEAD COVERAGE.
 - ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3" OF PINE BARK NUGGET MULCH.
 - ALL TREE SAUCERS SHALL BE TOP DRESSED WITH 3" OF PINE BARK NUGGET MULCH.
 - IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO BECOME FULLY FAMILIAR WITH ALL EXISTING SITE CONDITIONS AND TO STUDY ALL SUBSURFACE UTILITY PLANS AND ARCHITECTURAL PLANS SO AS TO PREVENT DAMAGE DURING THE INSTALLATION OF THE LANDSCAPE MATERIAL.
 - STAKING OF TREES IS AT THE OPTION OF THE LANDSCAPE CONTRACTOR. HOWEVER, IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO MAINTAIN ALL TREES AND SHRUBS IN AN UPRIGHT PLUM CONDITION.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ARCHITECTURAL OR PAVED SURFACES.
 - ALL PLANT MATERIAL SHALL BE GRADED FLORIDA NO. 1 ACCORDING TO THE GRADES AND STANDARDS OF THE FLORIDA NURSERYMAN'S ASSOCIATION.
 - ALL TREE CALIPER DIMENSIONS SHALL BE MEASURED 54" ABOVE THE TOP OF THE ROOT BALL.
 - THE LANDSCAPE CONTRACTOR SHALL INSURE THAT PROPOSED LANDSCAPE BEDS DO NOT INTERFERE WITH PROPOSED DRAINAGE PATTERNS.
 - THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL SHRUBS FOR A PERIOD NO SHORTER THAN 90 DAYS FROM THE DATE OF THE "FINAL ACCEPTANCE" BY THE CLIENT AND LANDSCAPE ARCHITECT. ALL TREES SHALL CARRY A MINIMUM ONE YEAR WARRANTY. ALL WARRANTY RESTRICTIONS SHALL BE SPECIFICALLY DESCRIBED IN WRITING AND SHALL BE PART OF THE BIDDING DOCUMENTS PROVIDED TO THE CLIENT BY THE LANDSCAPE CONTRACTOR.
 - BEFORE PLANTING OR SODDING THE LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE GRADING AND DRAINAGE AND SHALL INFORM THE CLIENT OF ANY DRAINAGE PROBLEMS OR INADEQUACIES.
 - GRADING AND DRAINAGE DESIGN FOR THIS SITE IS BY OTHERS.
 - CONTRACTOR IS RESPONSIBLE FOR PLANT AND SOD QUANTITY TAKE-OFF BEFORE PRICING. PLANT LIST QUANTITIES PROVIDED FOR CONVENIENCE ONLY.

PLANT LIST

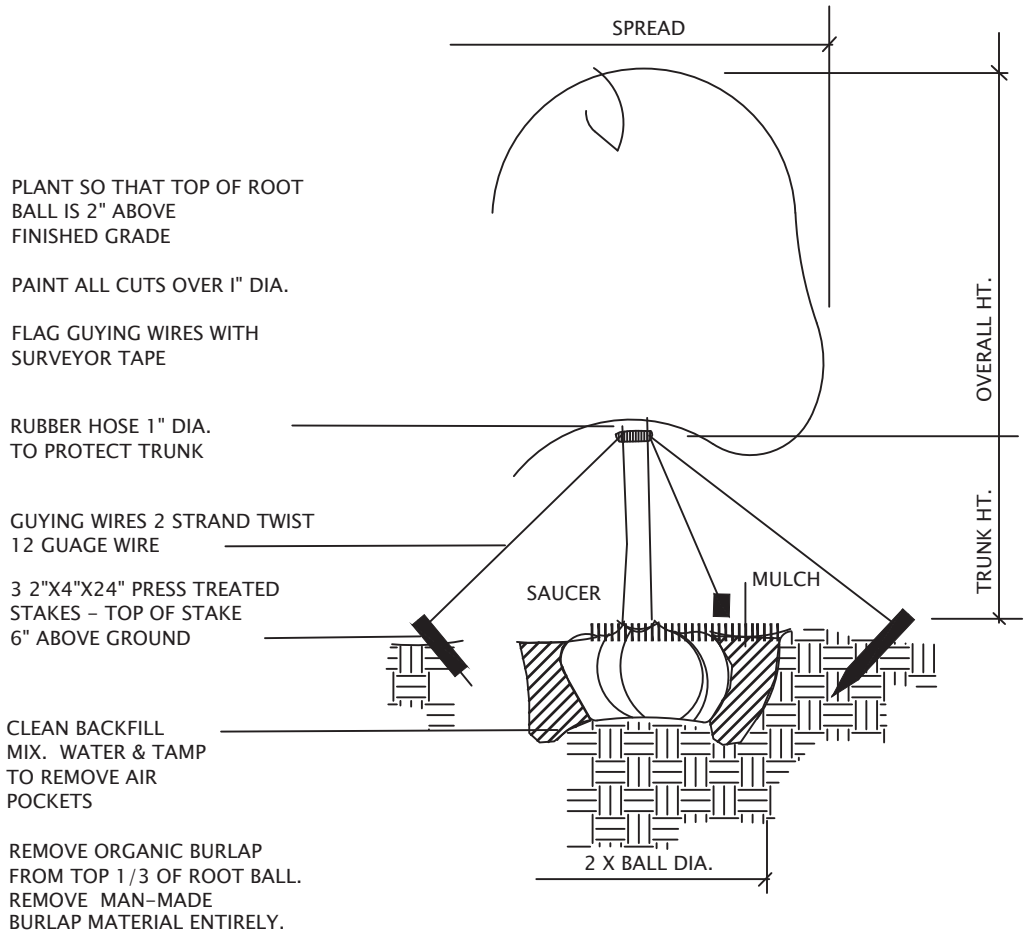
QTY	SYM	COMMON NAME (BOTANICAL NAME)	SPECIFICATIONS
UNDERSTORY TREES:			
19	LI	CRAPE MYRTLE (LAGERSTROEMIA INDICA)	30 GAL., 10' HT., MULTITRUNK, 3'-4' SPREAD
309	VO	SWEET VIBURNUM (VIBURNUM ODORATISSIMUM)	30"-36" HT., 21"-24" SPD. PLANTED 30" O.C.
56	RI	INDIAN HAWTHORNE (RHAPHIOLEPIS INDICA)	3 GAL., 24" O.C., 14" HT. x 14" SPREAD

PLANT LIST

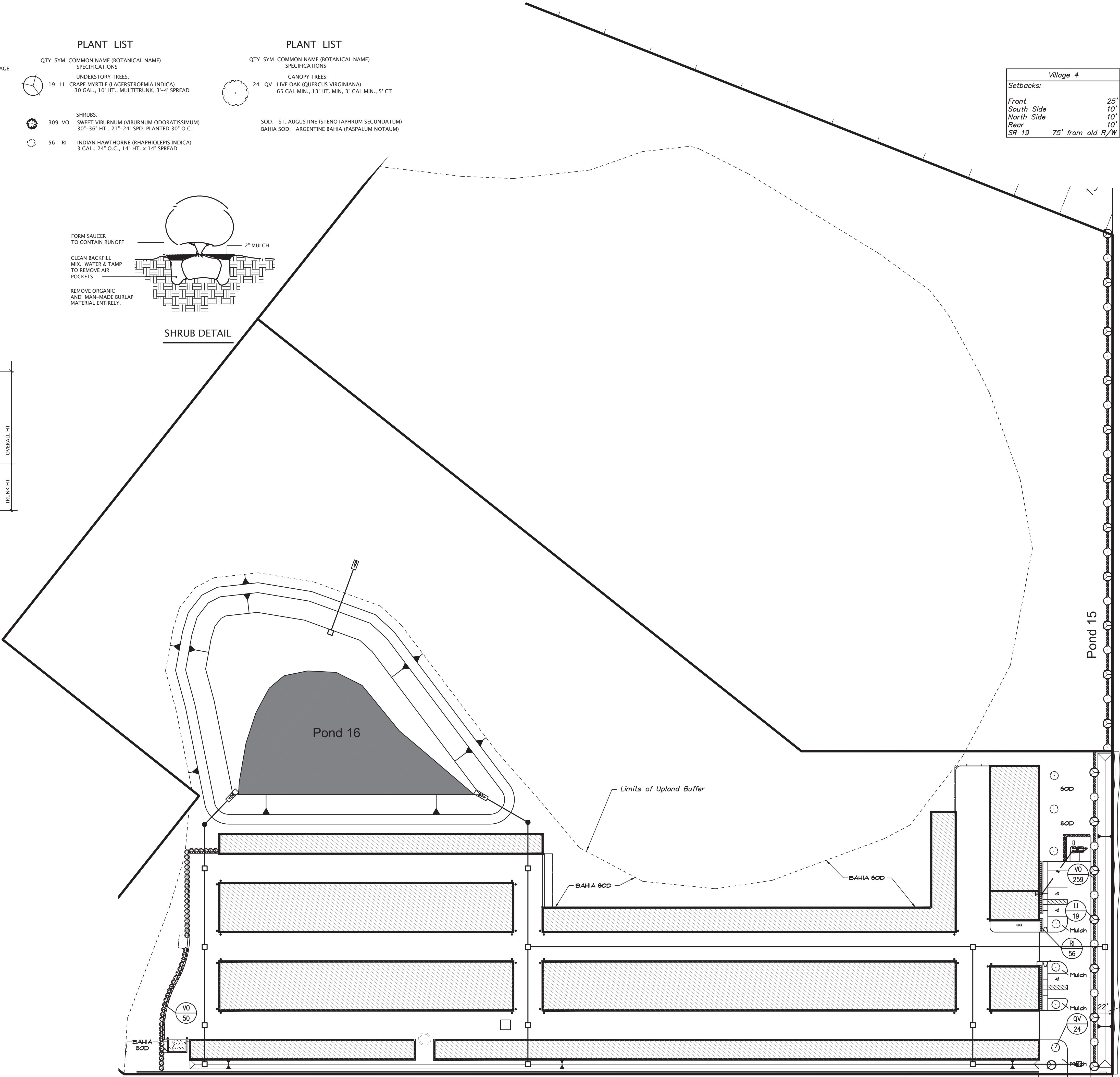
QTY	SYM	COMMON NAME (BOTANICAL NAME)	SPECIFICATIONS
CANOPY TREES:			
24	QV	LIVE OAK (QUERCUS VIRGINIANA)	65 GAL MIN., 13' HT. MIN, 3" CAL MIN., 5' CT
SOD:			
ST. AUGUSTINE (STENOTAPHRUM SECUNDATUM)			
BAHIA SOD: ARGENTINE BAHIA (PASPALUM NOTAUM)			



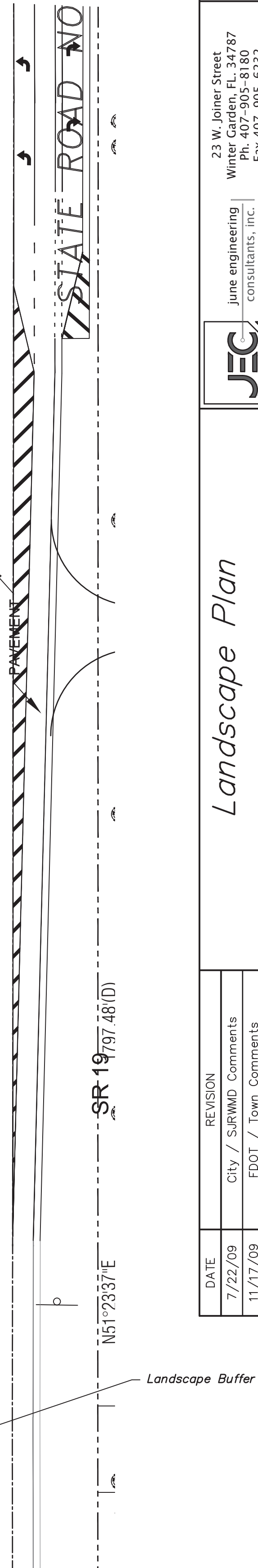
SHRUB DETAIL



TYPICAL TREE PLANTING DETAIL



Village 4	
Setbacks:	
Front	25'
South Side	10'
North Side	10'
Rear	10'
SR 19	75' from old R/W



JEC

june engineering
consultants, inc.

23 W. Joliet Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

Drawn By: CLK
Checked By: RAJ
Date: 2/4/08

Scale: 1" = 50'

DATE

7/22/09

REVISION

City / SRWMD Comments

DATE

11/17/09

REVISION

FDOT / Town Comments

DATE

6/21/21

REVISION

Town Comments

JOB NO.

07-0398

SHEET

L-1

OF

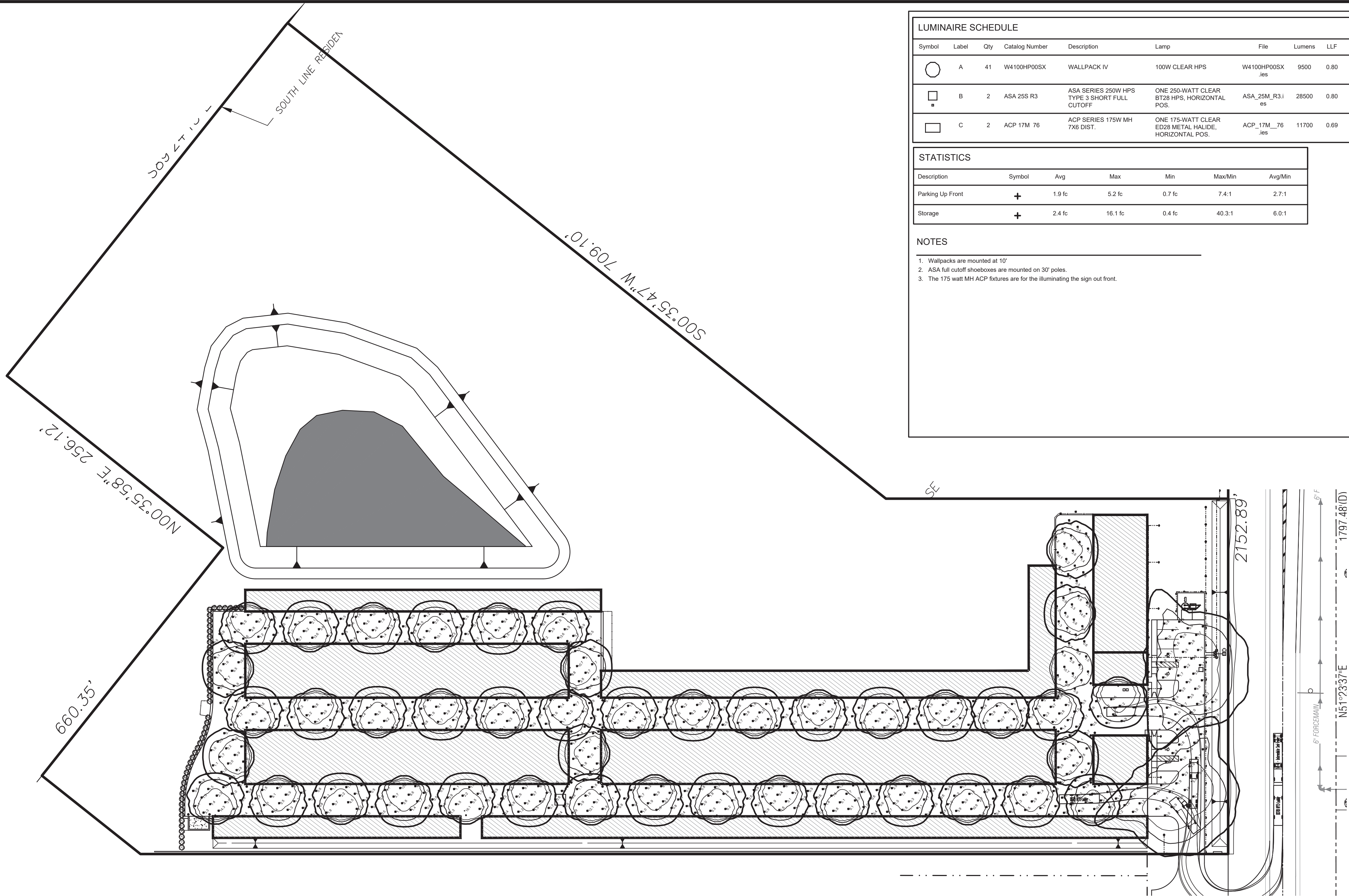
10

JEFFREY A. SEDLOFF
PE# 51506

Landscape Plan

Howey Self Storage

127



LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	41	W4100HP00SX	WALLPACK IV	100W CLEAR HPS	W4100HP00SX .ies	9500	0.80	128
	B	2	ASA 25S R3	ASA SERIES 250W HPS TYPE 3 SHORT FULL CUTOFF	ONE 250-WATT CLEAR BT28 HPS, HORIZONTAL POS.	ASA_25M_R3.i es	28500	0.80	294
	C	2	ACP 17M 76	ACP SERIES 175W MH 7X6 DIST.	ONE 175-WATT CLEAR ED28 METAL HALIDE, HORIZONTAL POS.	ACP_17M_76 .ies	11700	0.69	213

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Up Front	+	1.9 fc	5.2 fc	0.7 fc	7.4:1	2.7:1
Storage	+	2.4 fc	16.1 fc	0.4 fc	40.3:1	6.0:1

NOTES

- Wallpacks are mounted at 10'.
- ASA full cutoff shoeboxes are mounted on 30' poles.
- The 175 watt MH ACP fixtures are for the illuminating the sign out front.

Howey Self Storage
Holophane Wallpacks
AEL ASA Shoeboxes

Designer
Steve Prior
Date
Aug 7 2009
Scale
Drawing No.

1 of 1

DATE	REVISION
6/21/21	Town Comments

Photometric Plan
Howey Self Storage

june engineering
consultants, inc.

132 W. Plant Street, Suite 200
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK
DATE: 2/4/08

CHECKED BY: RAJ
DATE: 2/4/08

SCALE
1" = 50'

JEFFREY A. SEDLOFF
PE# 51506

JOB NO.
07-0398
SHEET
P-1
OF 10

STORMWATER CALCULATIONS

Prepared for:

HOWEY SELF STORAGE

Howey in the Hills, FL

Prepared by:



june engineering
consultants, inc.

Certificate of Authorization No. 00031567
P.O. BOX 770609
Winter Garden, FL 34777

March 17, 2022

Jeffrey A Sedloff, PE 51506

Documents prepared by other professionals which are included in these calculations are not covered under June Engineering Consultants, Inc. nor under the above Professional Engineer's Signature & Seal.

TABLE OF CONTENTS

SHEET	DESCRIPTION
1	Cover Sheet
2	Table of Contents
3	U.S.G.S. Quadrangle Map
4	U.S.D.A.-S.C.S. Soils Survey Map
5	F.E.M.A.-FIRM Map
6	Pre-Development Basin Map
7	Post-Development Basin Map
8	Nodal Diagram (Pre-Development)
9	Nodal Diagram (Post-Development)
10	Project Narrative
11	Time of Concentration
12	Pre-Development Site Data
13	Post-Development Site Data
14	Pollution Abatement Volume Calculation
15	Permanent Pool Volume Calculation
16	Bleed Down Calculation
17	Stage vs. Storage
18	Tailwater Conditions
19	Summary
	ICPR Routings



U.S.G.S. QUADRANGLE MAP

U.S.G.S. Quadrangle Map Howey in the Hills, FL
 S 35 T20S R25E
 Latitude 28°42'17" Longitude -81°46'30"

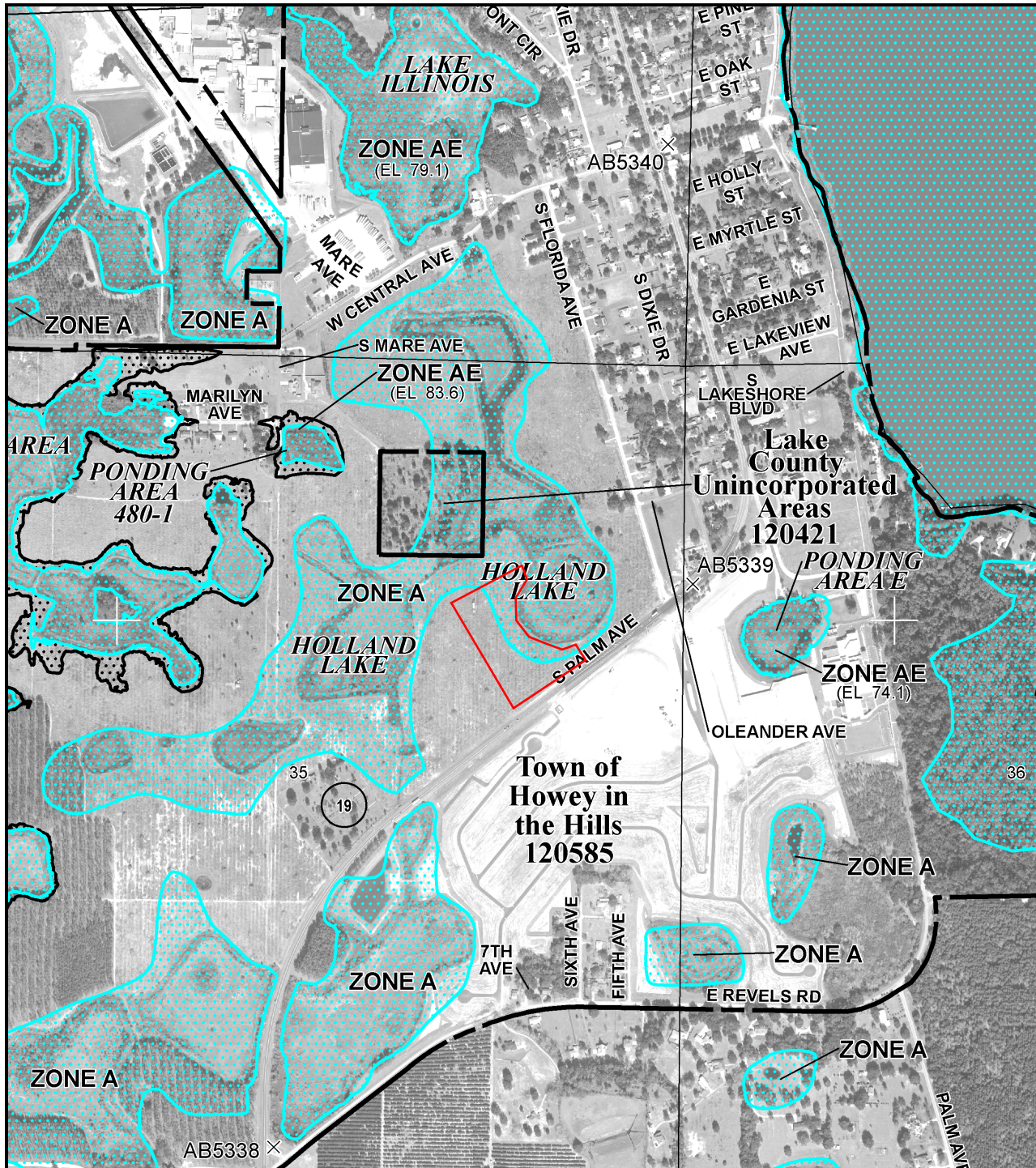


N.R.C.S. SOILS SURVEY

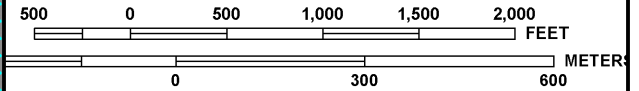
Natural Resources Conservation Survey

8,9 Candler Sand (A)

44 Tavares Sand (A)



MAP SCALE 1" = 1000'



NFIP

PANEL 0485E

FIRM

FLOOD INSURANCE RATE MAP
LAKE COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 485 OF 750

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ASTATULA, TOWN OF	120581	0485	E
HOWEY IN THE HILLS, TOWN OF	120585	0485	E
LAKE COUNTY	120421	0485	E
TAVARES, CITY OF	120138	0485	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

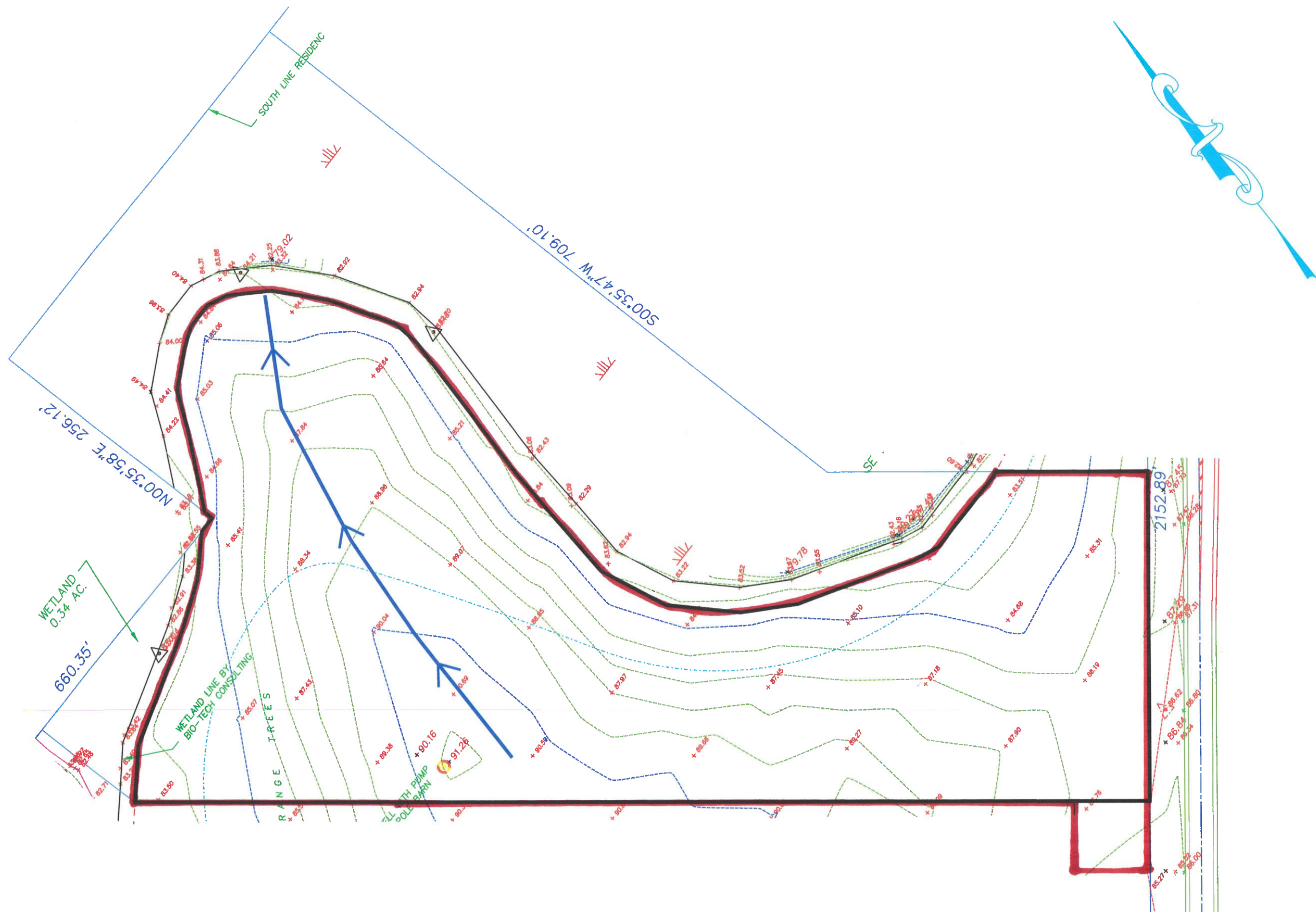


MAP NUMBER
12069C0485E

MAP REVISED
DECEMBER 18, 2012

Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



Pre Development Basin Map
Howey Self Storage



June engineering
consultants, inc.
23 W. Joiner Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031357

DRAWN BY: CLK
DATE: 3/22/22

DRAWN BY: RAJ
DATE: 3/22/22

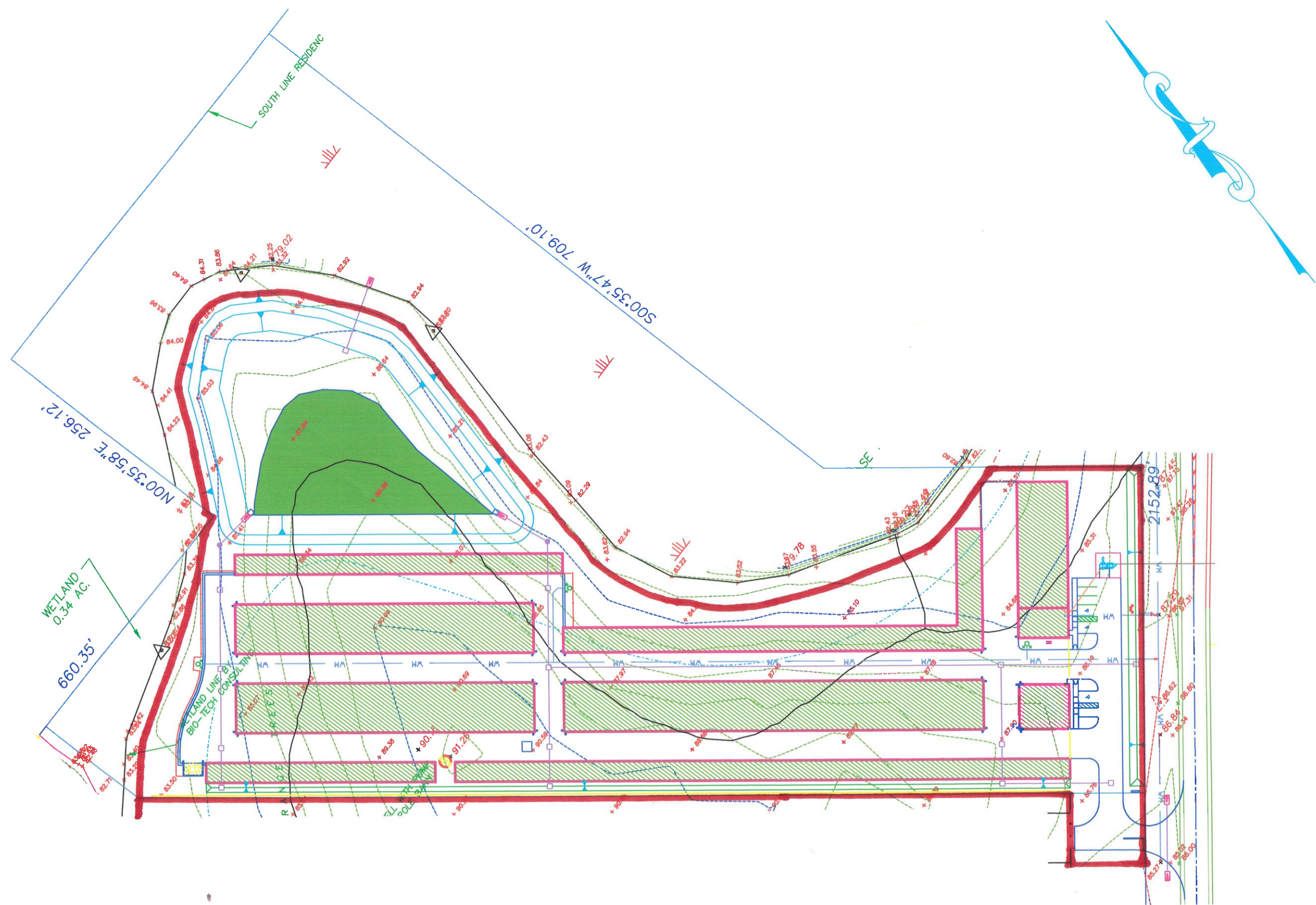
SCALE 1" = 100'

JOB NO.
01-0398

SHEET

1

134



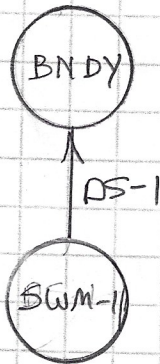
<p>Post Development Basin Map</p> <p>Howey Self Storage</p>		 <p>June engineering consultants, inc.</p> <p>23 W. Joiner Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232 Certificate of Authorization #00031357</p>	JOB NO. 01-0398	
			SHEET 1	
DRAWN BY: CLK DATE: 3/22/22	DRAWN BY: RAJ DATE: 3/22/22	SCALE 1" = 100'	135	

June Engineering Consultants	Made by	Date	Job No. 0398
	Checked by	Date	Sheet No.
For NOPAL DIAGRAM			

PRE-DEVELOPMENT



POST-DEVELOPMENT



NARRATIVE

The existing site is an old orange grove with oak trees and grass. The runoff from the existing site flows overland to the wetland areas to the north side of the property which discharges into Lake Illinois. Lake Illinois discharges to Lake Harris through a network of culverts, canals, lakes and ditches. The site is underlain primarily with Candler and Tavares sands.

The proposed development consists of a commercial self-storage facility with a stormwater management system.

The proposed stormwater management system consists of a dry retention pond. The pond was designed to meet the following criteria:

Post Development Peak Discharge shall not exceed the Pre-Development Peak Discharge for the following events

- SCS Type II Florida Modified 25 Year 24 Hour Storm
- SCS Type II Florida Modified 10 Year 24 Hour Storm
- SJRWMD Mean Annual 24 Hour Storm

Additional 50% Treatment Volume will need to be provided to meet the Outstanding Florida Water requirement

HOWEY SELF STORAGE

Time of Concentration						Pre-Development			
Kinematic Wave						Shallow Conc. Flow			
Basin Number	Length (ft)	N	Slope (ft/ft)	Intensity (in/hr)	Time (min)	Length (ft)	Velocity (ft/s)	time (min)	Time of Conc(Min)
PRE-1	300	0.5	0.023	4.8	47.7	215	1.6	2.2	50.0

Time of Concentration						Post-Development			
Kinematic Wave						Shallow Conc. Flow			
Basin Number	Length (ft)	N (decimal)	Slope (ft/ft)	Intensity (in/hr)	Time (min)	Length (ft)	Velocity (ft/s)	time (min)	Time of Conc(Min)
POST-1	110	0.24	0.01	4.8	16.6	50	1.4	0.6	17.2

$$T = 0.007[(nL)^{0.8}] / [(I^{0.5})(S^{0.3})]$$

Intensity is for 2 year 24 hour storm event

Equation 3-3, SCS-USDA TR-55

PRE-DEVELOPMENT SITE DATA

Basin	Area (Acres)	Impervious Area (Ac)	Impervious (%)	USDA-SCS Soil Type	CN	Tc (Min)
PRE-1	7.387	0.000	0.0	A	43	50.0

Total Area (Onsite) = 7.387 Ac

CN= Curve Number = 43 (Fair Condition woods-grass cover, type A soils, TR-55)

POST-DEVELOPMENT SITE DATA

Basin	Area (Acres)	Impervious Area (Ac)	Impervious (%)	USDA-SCS Soil Type	CN	Tc (Min)
POST-1	7.387	4.321	58.5	A	39	17.2

Total Area = 321781 sf = 7.387 ac
 Onsite = 316531 sf
 Offsite = 5250 sf

Impervious Area = 188209 sf = 4.321 ac
 Buildings = 97636 sf
 Pvmnt/sidewalk = 87813 sf
 Offsite pavement = 2760 sf

Impervious = 58.5 %

CN= Curve Number = 39 (Good Condition grass cover, type A soils, TR-55)

POLLUTION ABATEMENT VOLUME REQUIREMENT

NODE	Area (Ac)	Imperv. (Ac)	PAV (ac-ft)	Add 50%	PAV Tot (ac-ft)
SWM-1	7.387	4.321	0.758	0.379	1.137

PAV Required = Pollution Abatement Volume = 1/2" Runoff over basin or 1.25" Runoff over impervious area plus 1/2" Runoff over the basin area.

SWM-1

$$\begin{aligned}
 \text{PAV Required} &= 0.758 \text{ ac-ft} \\
 V &= (0.5")(\text{Area-Basin A})(1\text{ft}/12\text{in}) = 0.308 \text{ ac-ft} \\
 \text{or } V &= (1.25")(\text{Impervious Area})(1\text{ft}/12\text{in}) = 0.450 \text{ ac-ft} \\
 + V &= (0.5")(\text{Area-Basin A})(1\text{ft}/12\text{in}) = 0.308 \text{ ac-ft}
 \end{aligned}$$

STAGE VS. STORAGE

SWM-1

Stage	Area (ac)	Volume (ac-ft)
83.5	0.880	0.000
84.5	0.960	0.920
85.5	1.030	1.915
86.5	1.110	2.985
87.5	1.200	4.140

PAV Provided = 1.137 ac-ft @ EL 84.72 ft

TAILWATER CONDITIONS

BNDY

Water Level	81.0
Normal High Water Level	82.3
100 Year Flood Plain	83.6

SUMMARY

Peak Discharge Rate (cfs)		
Storm Event	Node BNDY	
	Pre	Post
SJRWMD Mean Annual 24 Hour	0.27	0.26
SCS Type II Florida Modified 10 Year 24 Hour	3.24	1.25
SCS Type II Florida Modified 25 Year 24 Hour	5.38	1.92
SCS Type II Florida Modified 100 Year 24 Hour	9.72	3.29

Pollution Abatement Volume		
Node	PAV (Ac-ft)	
	Required	Provided
SWM-1	1.137	1.137

Basin Name: PRE-1
Group Name: BASE
Simulation: 100yr 24hr
Node Name: BNDY
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 6.67
Comp Time Inc (min): 5.00
Rainfall File: Flmod
Rainfall Amount (in): 10.400
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 50.00
Time Shift (hrs): 0.00
Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 43.000
DCIA (%): 0.000

Time Max (hrs): 12.50
Flow Max (cfs): 9.72
Runoff Volume (in): 2.860
Runoff Volume (ft3): 76694

Basin Name: PRE-1
Group Name: BASE
Simulation: 10yr 24hr
Node Name: BNDY
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 6.67
Comp Time Inc (min): 5.00
Rainfall File: Flmod
Rainfall Amount (in): 7.200
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 50.00
Time Shift (hrs): 0.00
Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 43.000
DCIA (%): 0.000

Time Max (hrs): 12.58
Flow Max (cfs): 3.24
Runoff Volume (in): 1.163
Runoff Volume (ft3): 31180

Basin Name: PRE-1
Group Name: BASE
Simulation: 25yr 24hr
Node Name: BNDY
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 6.67
Comp Time Inc (min): 5.00
Rainfall File: Flmod
Rainfall Amount (in): 8.400
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 50.00
Time Shift (hrs): 0.00
Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 43.000
DCIA (%): 0.000

Time Max (hrs): 12.58
Flow Max (cfs): 5.38
Runoff Volume (in): 1.740
Runoff Volume (ft3): 46655

Basin Name: PRE-1
Group Name: BASE
Simulation: Mean Annual 24h
Node Name: BNDY
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 6.67
Comp Time Inc (min): 5.00
Rainfall File: Flmod
Rainfall Amount (in): 4.500
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 50.00
Time Shift (hrs): 0.00

Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 43.000
DCIA (%): 0.000

Time Max (hrs): 13.00
Flow Max (cfs): 0.27
Runoff Volume (in): 0.226
Runoff Volume (ft3): 6071

=====

Basins

=====

Name: POST-1	Node: SWM-1	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	
Unit Hydrograph: Uh484	Peaking Factor: 484.0	
Rainfall File: Flmod	Storm Duration(hrs): 24.00	
Rainfall Amount(in): 8.600	Time of Conc(min): 17.20	
Area(ac): 7.387	Time Shift(hrs): 0.00	
Curve Number: 39.00	Max Allowable Q(cfs): 999999.000	
DCIA(%): 58.50		

=====

Nodes

=====

Name: BNDY	Base Flow(cfs): 0.000	Init Stage(ft): 81.000
Group: BASE		Warn Stage(ft): 82.300
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	81.000
12.00	82.300
24.00	81.000
300.00	81.000

Name: SWM-1	Base Flow(cfs): 0.000	Init Stage(ft): 83.500
Group: BASE		Warn Stage(ft): 87.500
Type: Stage/Area		

Stage(ft)	Area(ac)
83.500	0.8800
84.500	0.9600
85.500	1.0300
86.500	1.1100
87.500	1.2000

=====

Drop Structures

=====

Name: DS-1	From Node: SWM-1	Length(ft): 76.00
Group: BASE	To Node: BNDY	Count: 1
UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 18.00	18.00	Flow: Both
Rise(in): 18.00	18.00	Entrance Loss Coef: 0.000
Invert(ft): 81.500	81.350	Exit Loss Coef: 1.000
Manning's N: 0.013000	0.013000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 2 for Drop Structure DS-1 ***

Count: 1	Bottom Clip(in): 0.000	TABLE
Type: Horizontal	Top Clip(in): 0.000	
Flow: Both	Weir Disc Coef: 3.200	
Geometry: Rectangular	Orifice Disc Coef: 0.600	
Span(in): 49.00	Invert(ft): 86.500	
Rise(in): 37.00	Control Elev(ft): 86.500	

*** Weir 2 of 2 for Drop Structure DS-1 ***

Count: 1	Bottom Clip(in): 0.000	TABLE
Type: Vertical: Mavis	Top Clip(in): 0.000	
Flow: Both	Weir Disc Coef: 3.200	
Geometry: Rectangular	Orifice Disc Coef: 0.600	
Span(in): 6.00	Invert(ft): 84.720	
Rise(in): 21.40	Control Elev(ft): 84.720	

=====

Hydrology Simulations

=====

Name: 100yr 24hr
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\100yr 24hr.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00

Rainfall File: Flmod
Rainfall Amount(in): 10.40

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: 10yr 24hr
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\10yr 24hr.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 7.20

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: 25yr 24hr
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\25yr 24hr.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 8.40

Time(hrs)	Print	Inc(min)
30.000		5.00

Name: Mean Annual 24h
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\Mean Annual 24hr.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 4.50

Time(hrs)	Print	Inc(min)
30.000		5.00

==== Routing Simulations =====

Name: 100YR24HR Hydrology Sim: 100yr 24hr
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\100YR24HR.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		
Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500	
Time Step Optimizer: 10.000		
Start Time(hrs): 0.000	End Time(hrs): 24.00	
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000	
Boundary Stages:	Boundary Flows:	

Time(hrs)	Print	Inc(min)
999.000		15.000

Group	Run
BASE	Yes

Name: 10YR24HR Hydrology Sim: 10yr 24hr
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\10YR24HR.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		
Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500	
Time Step Optimizer: 10.000		
Start Time(hrs): 0.000	End Time(hrs): 24.00	
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000	
Boundary Stages:	Boundary Flows:	

Time(hrs)	Print	Inc(min)
999.000		15.000

Group	Run
BASE	Yes

Name: 25YR24HR Hydrology Sim: 25yr 24hr
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\25YR24HR.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 24.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes

Name: MA24HR Hydrology Sim: Mean Annual 24h
Filename: G:\Shared drives\Project Files\ENGINEERING\ICPR Job Files\0398 Howey storage\MA24HR.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 24.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes

Basin Name: POST-1
Group Name: BASE
Simulation: 100yr 24hr
Node Name: SWM-1
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 2.29
Comp Time Inc (min): 2.29
Rainfall File: Flmod
Rainfall Amount (in): 10.400
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 17.20
Time Shift (hrs): 0.00
Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 39.000
DCIA (%): 58.500

Time Max (hrs): 12.08
Flow Max (cfs): 34.69
Runoff Volume (in): 6.971
Runoff Volume (ft3): 186927

Basin Name: POST-1
Group Name: BASE
Simulation: 10yr 24hr
Node Name: SWM-1
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 2.29
Comp Time Inc (min): 2.29
Rainfall File: Flmod
Rainfall Amount (in): 7.200
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 17.20
Time Shift (hrs): 0.00
Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 39.000
DCIA (%): 58.500

Time Max (hrs): 12.08
Flow Max (cfs): 21.72
Runoff Volume (in): 4.495
Runoff Volume (ft3): 120524

Basin Name: POST-1
Group Name: BASE
Simulation: 25yr 24hr
Node Name: SWM-1
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 2.29
Comp Time Inc (min): 2.29
Rainfall File: Flmod
Rainfall Amount (in): 8.400
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 17.20
Time Shift (hrs): 0.00
Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 39.000
DCIA (%): 58.500

Time Max (hrs): 12.08
Flow Max (cfs): 26.40
Runoff Volume (in): 5.398
Runoff Volume (ft3): 144734

Basin Name: POST-1
Group Name: BASE
Simulation: Mean Annual 24h
Node Name: SWM-1
Basin Type: SCS Unit Hydrograph

Unit Hydrograph: Uh484
Peaking Fator: 484.0
Spec Time Inc (min): 2.29
Comp Time Inc (min): 2.29
Rainfall File: Flmod
Rainfall Amount (in): 4.500
Storm Duration (hrs): 24.00
Status: Onsite
Time of Conc (min): 17.20
Time Shift (hrs): 0.00

Area (ac): 7.387
Vol of Unit Hyd (in): 1.001
Curve Number: 39.000
DCIA (%): 58.500

Time Max (hrs): 12.08
Flow Max (cfs): 12.95
Runoff Volume (in): 2.615
Runoff Volume (ft3): 70131

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
BNDY	BASE	100YR24HR	12.00	82.30	82.30	0.0018	0	13.52	3.29	0.00	0.00
SWM-1	BASE	100YR24HR	13.52	86.34	87.50	0.0050	47784	12.08	34.50	13.52	3.29
BNDY	BASE	10YR24HR	12.00	82.30	82.30	0.0018	0	14.82	1.25	0.00	0.00
SWM-1	BASE	10YR24HR	14.82	85.57	87.50	0.0050	45108	12.08	21.60	14.82	1.25
BNDY	BASE	25YR24HR	12.00	82.30	82.30	0.0018	0	14.15	1.92	0.00	0.00
SWM-1	BASE	25YR24HR	14.15	85.85	87.50	0.0050	46091	12.08	26.25	14.15	1.92
BNDY	BASE	MA24HR	12.00	82.30	82.30	0.0018	0	22.95	0.26	0.00	0.00
SWM-1	BASE	MA24HR	22.95	85.02	87.50	0.0050	43403	12.08	12.87	22.95	0.26



TMHConsulting@cfl.rr.com
 97 N. Saint Andrews Dr.
 Ormond Beach, FL 32174
 PH: 386.316.8426

MEMORANDUM

TO: Howey-in-the-Hills Development Review Committee
CC: J. Brock, Town Clerk
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: Carter Properties Trust Pre-application
DATE: January 31, 2022

The Town has received an inquiry about annexation and development of the Carter Trust properties (ALT 1101051, 1036119, 3915370) encompassing approximately 161 acres located west of the Mission Inn property north of Number Two Road. A concept plan was submitted for the proposed development showing a plan for 313 single-family lots with lot widths set at 50-feet. The project is reported to have a net density of 3.12 units/acre and a gross density of 1.94 units/acre. Based on the data available, it is not possible to verify these densities applying the Town's comprehensive plan policy for calculating density.

The Lake County comprehensive plan designates the parcel as Rural Transitional, Rural and Urban Low Intensity. The Urban Low Intensity area is negligible, so the base density for the subject parcel under County land use policies is one unit per five acres or 32 units total. The density for the Rural Transition area can be increased based on increasing percentages of open space with a density of one unit per acre achievable. Residential densities in the Town's comprehensive plan range from 0.5 units per acre for Rural Lifestyle, to two units per acre for Low Density Residential and four units per acre for Medium Density Residential and Village Mixed Use. Based on the proposed concept plan, the Medium Density Residential or Village Mixed Use designations would be required to support the concept.

To proceed with development of the Carter Trust parcel with the Town, the property would need to be annexed and assigned a designation on the future land use map and then zoned in accordance with the assigned land use. The Town's land use plan requires the use of the Village Mixed Use land use designation as the concept plan exceeds 300 units. A project size less than 300 units would allow the use of either Village Mixed Use or Medium Density Residential to support the proposed concept plan. Annexation is a simple, straight-forward process and assignment of the appropriate zoning would be directed by the assigned land use. The more involved process is selecting the appropriate land use designation. Assuming the Town will consider a land use that allows the proposed concept plan (otherwise annexation is unlikely) the key considerations include:

- Documentation that the proposed land use designation does not support urban sprawl. This is required by state law and Objective 1-10 of the Future Land Use Element. The specific tests for urban sprawl are presented in the Future Land Use Element beginning on page 1-21. Given this property projects into what is now a clearly rural area, the urban sprawl test will be important for both Lake County and the Department of Economic Opportunity.
- The comprehensive plan review will need to document that the proposed development meets the Town's concurrency standards. (Refer to future Land Use Objective 1-8.) Potable water, sanitary sewer and traffic will be the key concurrency tests. A traffic study sufficient to estimate traffic impacts to the available and projected road network will be required as part of the analysis.
- School concurrency is also a required review. A separate application submitted to the Lake County School Board is required.
- Intergovernmental coordination (review by Lake County) is a requirement for any comprehensive plan amendment, and Lake County has recently expressed some concern about urban extensions from various cities into unincorporated areas that are intended to remain rural under the County planning process. Early coordination with Lake County staff will be needed.
- A comprehensive plan amendment for a parcel of this size will use the State's expedited review process which involves a review by the full range of state departments and regional agencies as well as involving local government coordination.

Assuming the applicant elects to proceed with a comprehensive plan designation of Village Mixed Use to maximize the project unit yield, the following conditions will apply: (Reference Future Land Use policies 1.1.1, 1.1.4 and 1.2.2)

- The maximum allowable density is 4 units/net acre (total land less waterbodies and wetlands). A density of 6 units/net acre is achievable with specified open space additions.
- Residential land area must use between 70% and 85% of the net land area.
- Non-residential development must use between 15% and 30% of the net land area.
- Minimum project open space is 25% of the gross land area (only 50% of wetland can be applied to the open space calculation, and there are limits on the inclusion of stormwater facilities).
- For a project of this size public recreation must include at least 10% usable open space.

- Public/civic uses are required for five percent of the net land area.

A review of the proposed concept plan was done to offer comments on some of the major aspects of the proposed layout. These comments are intended to look at major layout elements and do not constitute a detailed site review.

- A project of this size requires a minimum of two points of access and any component elements with the project that contain 50 units or more will also require two access point internally within the project. It appears that identifying a second access point will require cooperation with at least one neighboring property. Some type of commitment to allow access from adjacent property will need to be verified.
- Until a second access point can be established, the project will need to include a wide access road through the full length of the project and not just the entrance area as is shown on the concept plan.
- Town policies prohibit the disturbance of wetlands to create lots for sale or for other development activity. (Policy 1.3.1 Future Land Use Element.) Wetland impacts are allowed for minor items such as road and utility crossings and for passive recreation facilities.
- The project will need to consider the 100-year flood plain impacts by limiting or excluding development from these areas and by providing compensatory storage where impacts cannot be avoided.
- Coordination is required with Lake County for access from Number Two Road. A grant of additional right-of-way is likely to be required, and the project will need to conform to Lake County access standards.

GRIFFEY ENGINEERING, INC.

May 3, 2022
Carter Property Annexation
Engineering Review Comments
Page 1

The project will need to dedicate right-of-way for Number Two Road along its frontage to bring it up to county standards.

Water and sewer lines will need to be extended to the project site. Securing off-site rights-of-way and/or easements, design, permitting, and construction are the responsibility of the development.

Annexation Introductory Statement

Item 2.

Ref: Carter property annexation Number Two Road, Howey in the Hills Florida
Parcel Id's
28-20-25-0001-000-00100
27-20-25-0002-000-00200
27-20-25-0001-000-03300
27-20-25-0003-000-03100

Attention:
Sean O'Keefe,
Town Administrator
Town of Howey in the Hills Florida

Mr. O'Keefe

Please find attached our application and the associated documentation requesting the voluntary annexation of +/- 161.0ac generally located on Number Two Road in Howey in the Hills / Lake County Fl. better described by the Lake County Property Appraisers as Parcel ID's 28-20-25-0001-000-00100, 27-20-25-0002-000-00200, 27-20-25-0001-000-03300 , 27-20-25-0003-000-03100 into the municipal Town limits of Howey in the Hills Florida pursuant to Florida statutes section 171.044, and as provided for in the Interlocal Service Boundary Agreement (ISBA) entered into by the Town of Howey in the Hills Florida and the Board of County Commissioners for Lake County Florida.

Per our many conversations and your email dated 4/5/2022 the annexation ordinance must contain a provision stating:

The annexation ordinance will only become effective upon the approval of the requested Land Use Change / Comprehensive Plan Amendment as well as the PUD or other zoning ordinance which grants Blue Sky Capital Group LLC development rights as mutually agreed to by the Town of Howey in the Hills and Blue Sky Capital Group LLC.

The annexation ordinance would expire in twelve (12) months unless development rights are granted as mutually agreed to by Howey in the Hills and Blue Sky Capital Group LLC, or extended as mutually agreed to by the Town and the applicant.

Tim

Tim Loucks

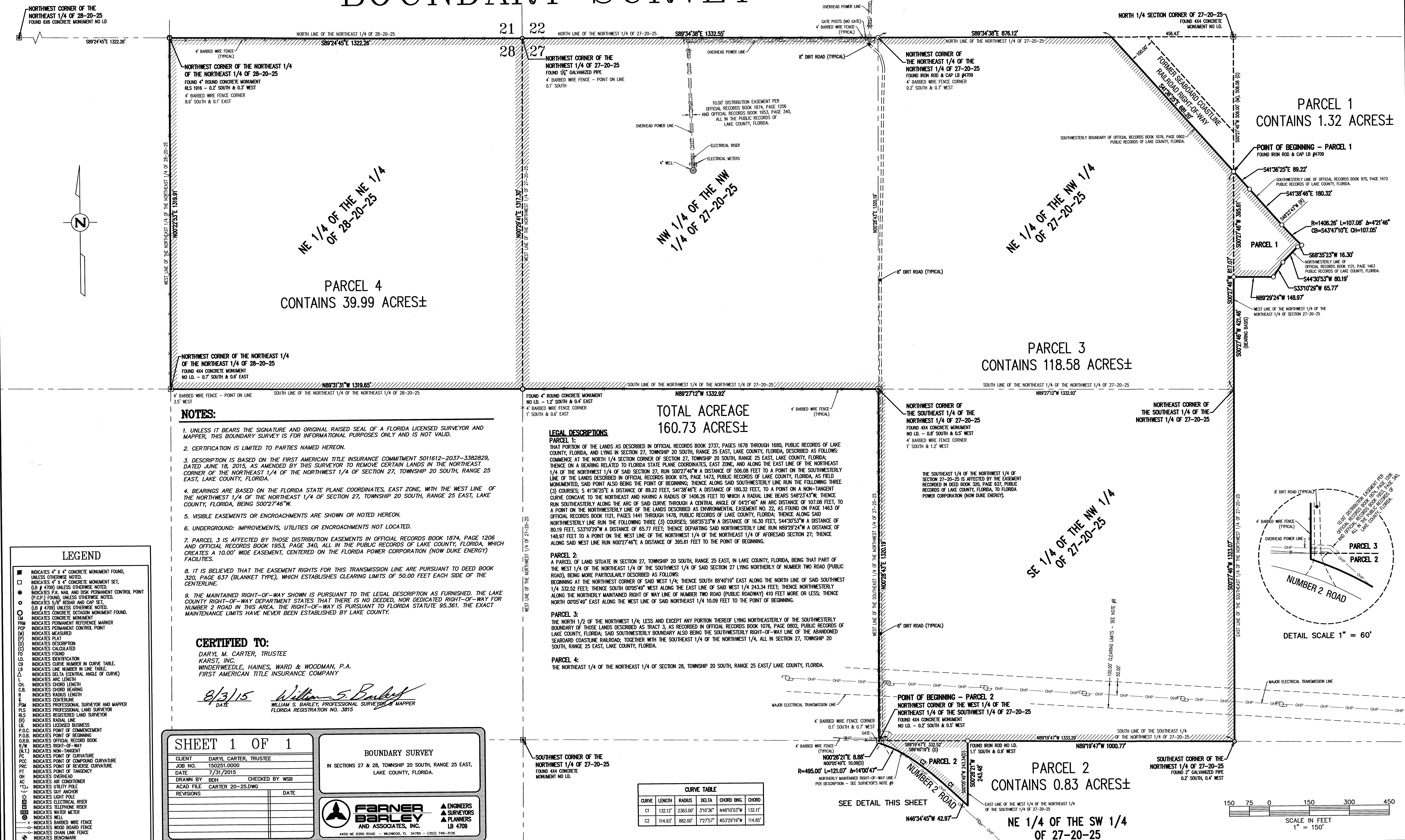
04/18/2022

Representative for Blue Sky Capital Group LLC

tim@pibland.com

407-963-1036

BOUNDARY SURVEY



Property Map Number 2 Rd. Howey in the Hills Florida
Owner of Record: CARTER DARYL M TRUSTEE
PO BOX 568821
ORLANDO, FL 32856-8821

Exhibit A Item 2.

1 **3852069** Parcel Tax ID: 27-20-25-0003-000-03100

NUMBER TWO RD HOWEY IN THE HILLS FL 34737

Owner: CARTER DARYL M TRUSTEE
Owner Address: PO BOX 568821,
ORLANDO, FL, 32856

[More info](#) [Zoom to](#)
[Property Appraiser](#), [Tax Collector](#),
[Building Permits](#), [Public Services](#),
[Google Maps](#), [Street View](#), [EagleView](#),
[Bing Bird's Eye](#), [FEMA Flood Map](#)

2 **1101051** Parcel Tax ID: 27-20-25-0002-000-00200

NUMBER TWO RD HOWEY IN THE HILLS FL 34737

Owner: CARTER DARYL M TRUSTEE
Owner Address: PO BOX 568821,
ORLANDO, FL, 32856

[More info](#) [Zoom to](#)
[Property Appraiser](#), [Tax Collector](#),
[Building Permits](#), [Public Services](#),
[Google Maps](#), [Street View](#), [EagleView](#),
[Bing Bird's Eye](#), [FEMA Flood Map](#)

3 **3887680** Parcel Tax ID: 27-20-25-0001-000-03300

NUMBER TWO RD HOWEY IN THE HILLS FL 34737

Owner: CARTER DARYL M TRUSTEE
Owner Address: PO BOX 568821,
ORLANDO, FL, 32856

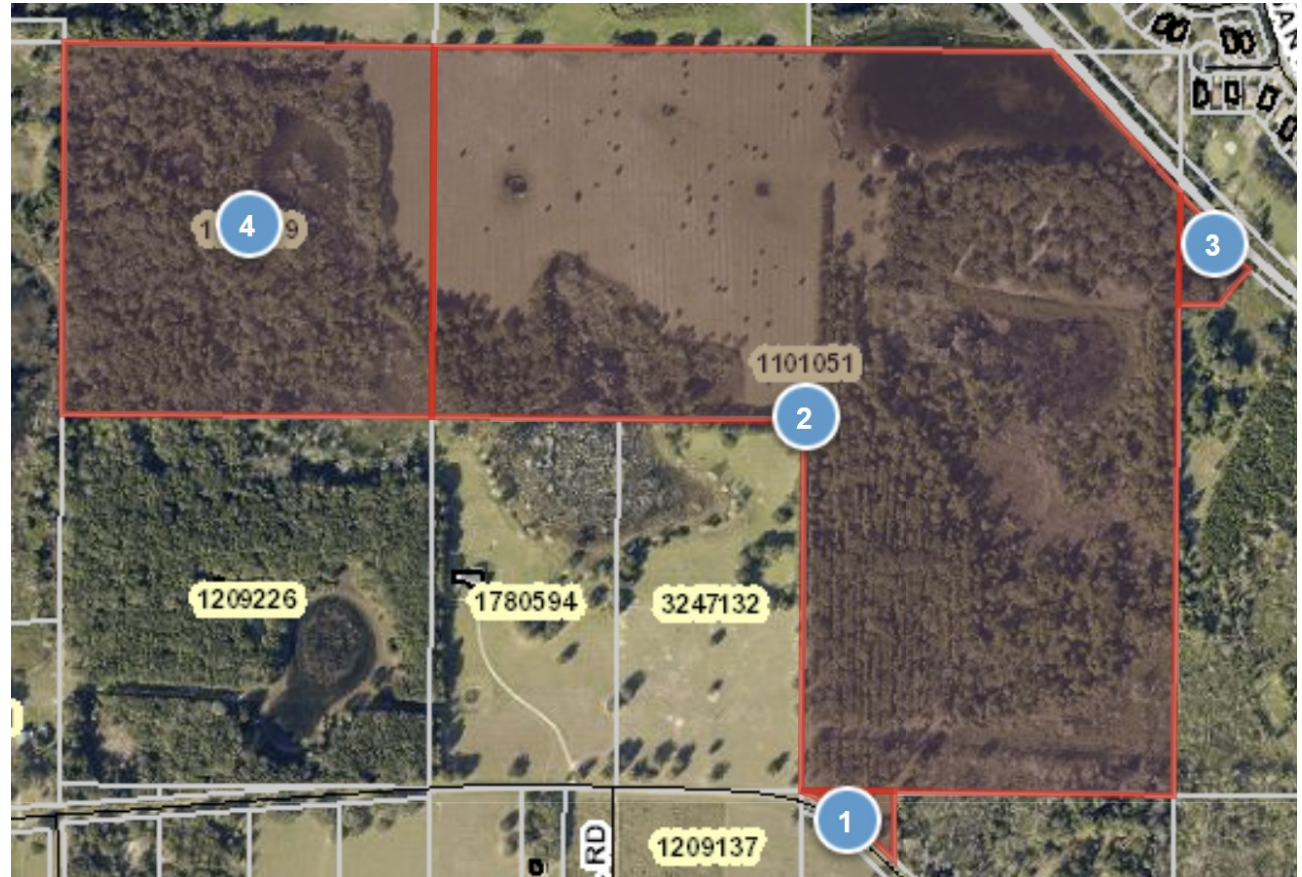
[More info](#) [Zoom to](#)
[Property Appraiser](#), [Tax Collector](#),
[Building Permits](#), [Public Services](#),
[Google Maps](#), [Street View](#), [EagleView](#),
[Bing Bird's Eye](#), [FEMA Flood Map](#)

4 **1036119** Parcel Tax ID: 28-20-25-0001-000-00100

NUMBER TWO RD HOWEY IN THE HILLS FL 34737

Owner: CARTER DARYL M TRUSTEE
Owner Address: PO BOX 568821,
ORLANDO, FL, 32856

[More info](#) [Zoom to](#)
[Property Appraiser](#), [Tax Collector](#),
[Building Permits](#), [Public Services](#),
[Google Maps](#), [Street View](#), [EagleView](#),
[Bing Bird's Eye](#), [FEMA Flood Map](#)





TMHConsulting@cfl.rr.com
97 N. Saint Andrews Dr.
Ormond Beach, FL 32174
PH: 386.316.8426

MEMORANDUM

TO: Howey-in-the-Hills Development Review Committee
CC: J. Brock, Town Clerk
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: Mission Rise 2022 Pre-application
DATE: May 6, 2022

The property owner has submitted a pre-application request for the former Mission Rise tract which includes 629 single-family units on lots ranging in size from 40 to 60-foot widths. A copy of a memorandum dated May 5, 2020, which lays out the procedures for applying for development approval under the Village Mixed Use land use classification. The memo should provide basic application guidance. The plan submittal appears to be a recycling of the development concept that was denied by the Town Council in 2018 when submitted by Hanover Properties. The following comments are provided based on a review of the plan submitted with the pre-application.

1. The applicant needs to demonstrate how the proposed development complies with the goals, objectives, and policies in the Town's comprehensive plan for development under the Village Mixed Use classification.
2. The applicant needs to document how the project will meet the Town's concurrency requirements, especially as these apply to water, sewer, and traffic circulation. The applicant needs to consult with the Central Lake Community Development District regarding an allocation of sewer capacity. A traffic analysis will be required as a substantial number of projects have been approved since the traffic issues for this project were last examined.
3. The applicant needs to be aware that a Fair Share traffic improvements contribution will be required.
4. The applicant needs to contact the Lake County Scholl District regarding school concurrency.
5. While the development was vested at one time, the development agreement expired, and a new development agreement is required.
6. More site-specific comments include:

- a. Connect the project to all location within the Reserve development where access points have been extended to the Mission Rise property line.
- b. Access needs to be provided to all upland areas along the western boundary of the parcel.
- c. The bike trail provided in the previous versions of the project should be include in the development proposal, and this bicycle facility needs to be extended along Number 2 Road to the eastern property line.

May 6, 2022
Mission Rise
Engineering Review Comments
Page 1

1. The project should connect to SR 19 via Revels Road. The proposed connection point does not meet FDOT access spacing requirements and would be problematic being too close to the Revels Road intersection (see the attached concept plan for SR 19 improvements).
2. The plan should incorporate the realignment of Revels Road. The existing clay road should not remain.
3. The road connection to Hillside Groves (Reserve) should match their plan.



TMHConsulting@cfl.rr.com
 97 N. Saint Andrews Dr.
 Ormond Beach, FL 32174
 PH: 386.316.8426

MEMORANDUM

TO: Development Review Committee
CC: Thomas Knight
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: Mission Rise Pre-Application Meeting Follow-Up
DATE: May 5, 2020

This memorandum is a follow-up to the pre-application meeting for the Mission Rise development that was held May 5, 2020. This follow-up addresses the comprehensive plan requirements and overall project scheduling. This report will also note a few other areas that the applicant needs to consider in developing the project and some points that the Town has found to be useful to cover in the development agreement. To the extent possible, these comments reflect determinations made in the review of the 2018 Mission Rise plan submittal on items related to the comprehensive plan requirements and land development regulations.

Comprehensive Plan and Project Yield

The project area is designated as Village Mixed Use on the future land use map. The requirements for development under the Village Mixed Use classification are set out in Policy 1.1.1 of the Future Land Use Element. The key requirements are as follows:

1. The property needs to be a minimum of 25-acres.
2. The maximum allowable density without bonus units is 4 units per acre.
3. Residential development cannot exceed a maximum of 85% of the net land area.
4. At least 15% of the project area must be devoted to non-residential land uses.
5. As the project exceeds 100 acres, 5% of the non-residential land must be dedicated for public/civic buildings.
6. Public recreational uses must occupy a minimum of 10% of the usable open space.
7. A minimum of 25% open space is required.

In applying these criteria, a few notes are applicable. Where the comprehensive plan requires public uses or buildings (items 5 and 6 above), these facilities do not have to be dedicated to the public and owned by the Town. The provision of recreation facilities and community buildings that are owned by a property owners association and available to residents and guests will meet this requirement. The 15% non-residential land use does not have to be commercial development. Civic, recreational and other similar land uses

can be applied to meet this requirement. The 25% minimum open space may include wetlands and retention area, but there is a limit of 50% to the percentage of water and wetland that can be applied to the requirement. *(Along with this memo I am sending a copy of my March 5, 2019 report to the Planning Board. This report discusses how each of the comprehensive plan requirements was met by the 2018 plan submittal, and this report may provide some guidance on how these issues will be evaluated for the new submittal.)*

Policy 1.1.4 of the Future Land Use Element defines net land area and describes how open space and density is calculated. These are the definitions that will be applied to determining compliance with the criteria from Policy 1.1.1.

Net land area is calculated by the gross land area less any lakes and water bodies, and subtracting from that any open space requirements, and then subtracting any remaining wetlands. Up to 50% of the open space requirement may be met with wetlands. The resulting net land area can then be multiplied by 4 units per acre to get the project yield. *(We assume the smaller project now proposed will fall within the density maximum, but the calculation will be run as part of the preliminary subdivision plan submittal.)*

EXAMPLE:

150-acre project site with one 2-acre lake and 30 acres of wetlands will calculate net land area and density as follows:

Gross Land Area	150.0 acres
<u>Waterbodies (minus)</u>	<u>2.0 acres</u>
	148.0 acres
<u>Open Space (minus)</u>	<u>37.5 acres</u>
	110.5 acres
<u>Other Wetland (minus)</u>	<u>11.3 acres</u>
Net Land Area	99.2 acres

- The open space figure is based on 25% of the 150-acre project. Of the 37.5 acres of required open space, 50% or 18.7 acres may be wetlands, leaving a wetland balance of 11.3 acres as the additional deduction.
- The maximum unit yield is 397 units (99.2 x 4)
- The maximum area that may be devoted to residential uses is 84.3 acres (99.2 x .85)
- The minimum area required to be devoted to non-residential use is 14.8 acres.
- At least 0.7 acres must be devoted to public/civic buildings (14.8 x .05)
- Public recreational uses must occupy 1.9 acres (18.8 x .10). This figure assumes the minimum usable open space is provided. As usable open space

increases in the project, the percentage devoted to public recreational uses increases as well.

When the application is submitted for review, the DRC review will focus in part on compliance with the comprehensive plan requirements and in part on the proposed project design. We will also review the application for compliance with the general concurrency review. Helen LaValley is the contact (lavalleyh@lake.k12.fl.us) for school concurrency. The project requires a Tier 3 traffic study, as any off-site traffic improvements that may be required will need to be enumerated in the development agreement. This traffic study was done in 2018-2019 and may be updated to account for more recent traffic conditions. Lake County will need to be contacted regarding any right-of-way issues on Number Two Road that may need to be addressed.

Project Review Process

The review process for projects done through the Village Mixed Use land use requires the approval of a development in the form of a planned unit development followed by subdivision and construction design. The development agreement will establish the zoning for the parcel; address any actions required to meet concurrency; and address any other provisions that relate specifically to the proposed project. The Town Council does have the ability to modify some requirements of the land development code that may be necessary to support the proposed project design, but the Council does not have the ability to modify requirements of the comprehensive plan without formally amending the plan. If the applicant is seeking relief from some portion of the land development code, the application should include a written explanation of why the requirement should be modified and how the regulatory intent of the provision is otherwise being addressed in the project design.

The initial submission for the approval of the project should follow the format for Planned Unit Developments as set out in Section 4.10.00. We have completed the Pre-Application Conference (4.10.03) and the next step is to submit the proposed conceptual land use plan (See 4.10.09 for contents) and supporting text. We will review our previous approvals to offer a proposed format for the written component. As an ordinance, the agreement will require two readings before the Town Council. The key steps are as follows:

<p>Step 1 DRC Review</p> <p>Completeness Check</p> <p>Technical Compliance</p> <p>Overall Design Suggestions</p> <p>Concurrency Review</p> <p>Other Comments</p>
--

For scheduling purposes, the applicant should allow for at least two reviews at the DRC level. Once the Town has received a complete application, the DRC will prepare

comments and then meet with the applicant to review the comments. Review at this level may also involve other agencies such as Lake County, Lake County Schools and FDOT as appropriate. Concurrency review at this stage is a demonstration that the Town can provide all required services or include a plan and actions for providing services if shortfalls are expected. The formal issuance of a certificate of concurrency will happen with the approval of the first phase of construction.

Step 2 Planning Board
Review Plans and PUD
Recommend to Town Council

Once DRC completes its review of the proposed project, the staff will prepare a report summarizing the DRC recommendation and any comments the DRC may have that will be provided to the Planning Board. The Planning Board hearing is a public meeting that must be properly advertised (See Section 4.10.06 for advertising requirements.). Planning Board meets the fourth Thursday of the month and the Town Clerk will determine the cut-off date for that month's meeting.

Step 3 Town Council
Review Plans and PUD
Review PB Recommendation
Review DRC Reports
Consider Application 1st Reading

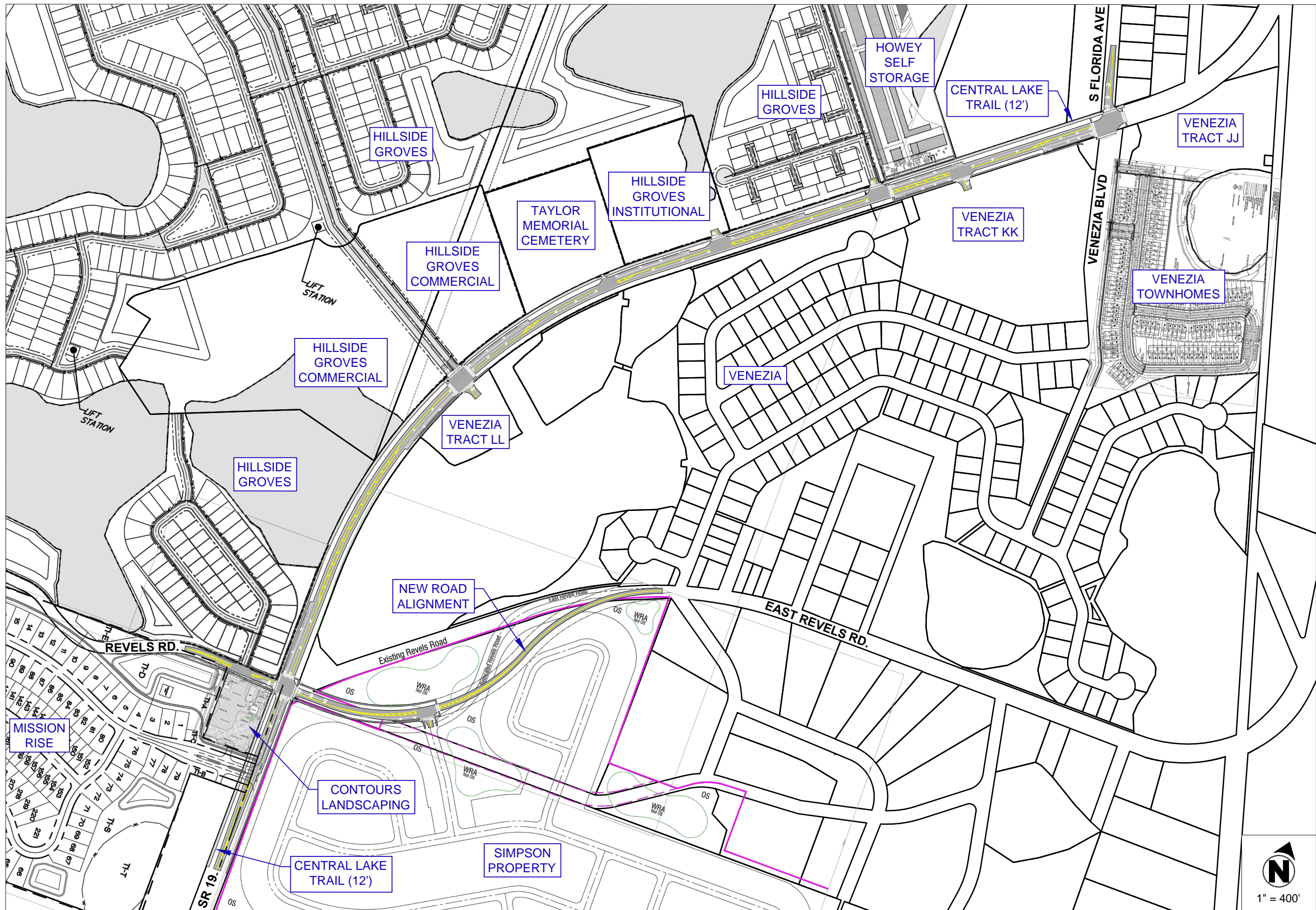
The first appearance before the Town Council will need to be advertised in the same manner as the Planning Board meeting. The Town will attempt to schedule the meetings so that a combined advertising process may be used. There is a wide range of possible outcomes from this meeting ranging from approval as submitted to formal denial with a full range of potential modification to the plan and/or agreement. The Town Council meets the second and fourth Monday of the month with scheduling determined by the Mayor and Town Clerk.

Step 4 Town Council
Review Plans and PUD
Review PB Recommendation
Review DRC Reports
Review Initial Public Hearing
Consider Application 2nd Reading

The second appearance before Town Council will also be fully advertised. Assuming the project survives the first reading, the second reading will review the proposal for compliance with any conditions required at first reading. Once adopted on second reading, the zoning component is complete, and the applicant may proceed with construction design.

Other Comments

- Regarding a development agreement template, I think we can use the last Mission Rise development agreement as a format. The agreement covers the basic topic areas and we can fill in the agreement with new data and modify it, as necessary. If you no longer have a copy of the agreement, I can provide one.
- In earlier reviews we determined that the existing survey would be adequate for preparation of the conceptual land use plan; but a new survey will be required for the design phase. If there is a sense that the basic elevation data has changed for some reason, we should proceed with a current survey now.
- So far as tree surveys are concerned, the DRC indicated we would be willing to look at alternative identification methodology to gather the data.
- The code allows a specific number of model homes (5.02.05). The applicant should review these limits and suggest modifications as needed. The Town has allowed model homes in excess of the code limits in some other PUD ordinances.
- If the applicant wishes any specific advertising signage, these should be proposed as well.
- Where wetland buffers are required, the Town prefers that these be in common areas rather than on easements on individual lots. Experience has shown that wetland buffers outside of common areas are not preserved over time.
- Section 4.06 should be consulted for architectural guidelines that will be applied to the project. The Town is particularly concerned that each project includes a wide diversity of housing styles to provide a more eclectic appearance to residential neighborhoods.



Item 3.

DONALD A. GRIFF
FLORIDA 036799

GRIFFEY ENGINEERING, INC.
36202 East Eldorado Lake Dr.
EUSTIS, FLORIDA 32736
(352) 589-2368

TOWN OF
HOWEY-IN-THE-HILLS
101 N. PALM AVENUE
P.O. BOX 128
HOWEY-IN-THE-HILLS, FL 34737
(352) 324-2290

SR 19
REVELS RD. TO FLORIDA AVE.
INTERSECTION IMPROVEMENTS

OVERALL
CONCEPTUAL
PLAN

Date	Drawn By:
	DAG
	Drawing #:
	Intersections
	Project #:
	15028
	Scale:
04/13/2022	



TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

PRE-APPLICATION MEETING FORM

You must set up a pre-application meeting **before** submitting your application. Please submit a completed form and the associated fee to the Town Clerk at Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, Florida 34737 at least three (3) working days prior to the meeting.

The following background information is required to schedule a pre-application meeting. Staff will use this to research the project site in preparation for the meeting. Although this is the minimal amount of background material required, more information is welcome. Please attach additional sheets or plans as needed.

APPLICANT

Name: Jonathan P. Huels
 Address: Lowndes Law, 215 N. Eola Drive
 City/State/Zip: Orlando, FL 32801
 Phone: 407-418-6483 Fax: 407-843-4444
 E-Mail Address: jonathan.huels@lowndes-law.com
 Contact Person: Jonathan Huels

OWNER

Name: RED FUNDING SOLUTIONS III LLC
 Address: PO BOX 56607
 City/State/Zip: ATLANTA, GA 30343
 Phone: 630-816-7062 Fax: _____
 E-Mail Address: jhummm@turnstonegroup.com
 Contact Person: JASON HUMM

Application Type: (Please check)

☐ Site Plan Review ☐ Subdivision ☐ Rezoning ☐ Comprehensive Plan Amendment ☐ Other

PROJECT INFORMATION

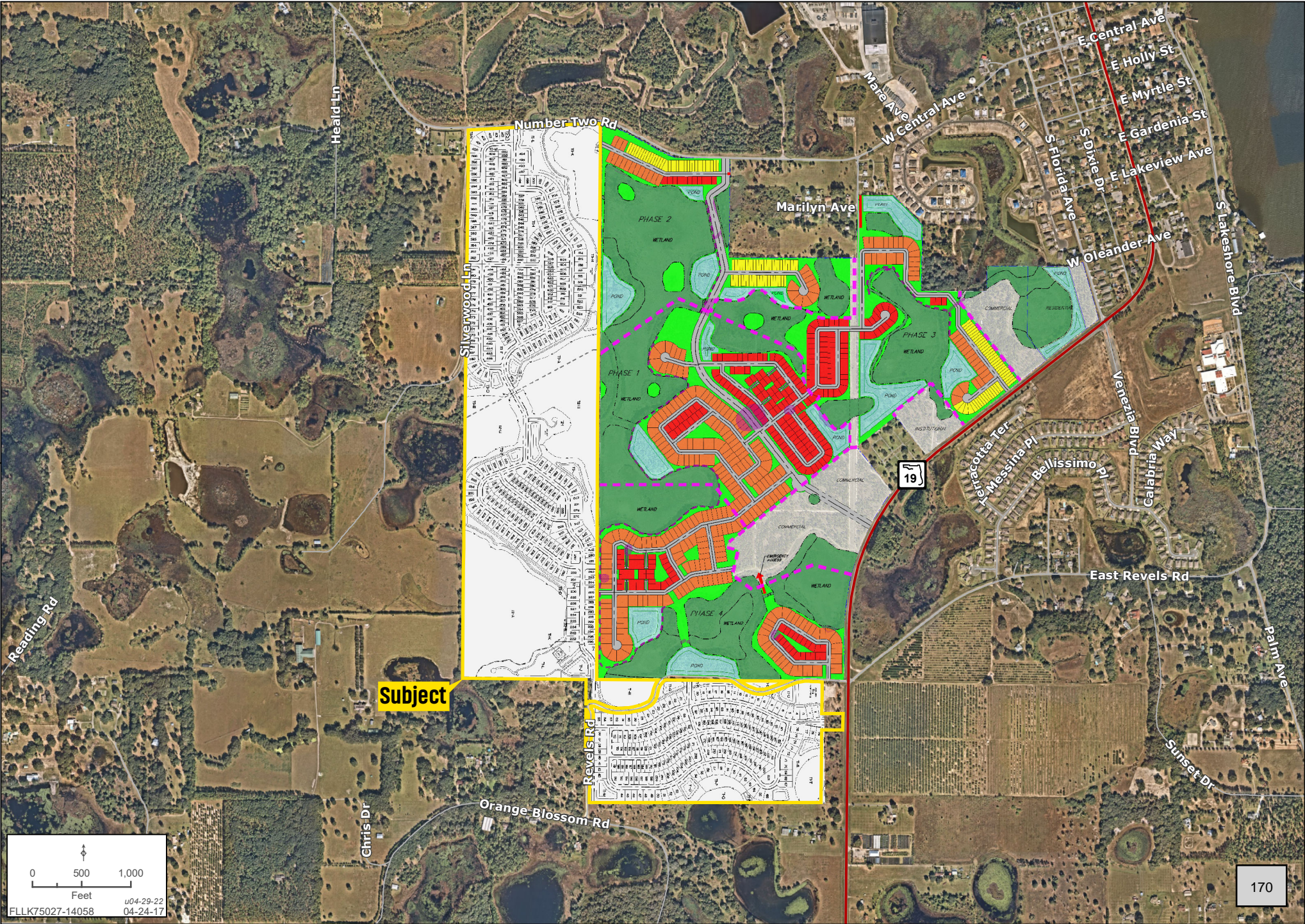
Tax parcel number(s): 3835991, 1030421, 1780811, 1780616
 Address of parcel: REVELS RD & SR19 / NUMBER TWO RD & SILVERWOOD LN
 Size of parcel: 241 ACRES Existing Use: AGRICULTURE
 General Project Summary 629 RESIDENTIAL SINGLE-FAMILY DETACHED HOMES
LOT SIZE: 40' x 115'; 50' x 115'; AND 60' x 115'

STAFF USE ONLY

Planner's Comments/Notes: _____

☐ Notifications Discussed

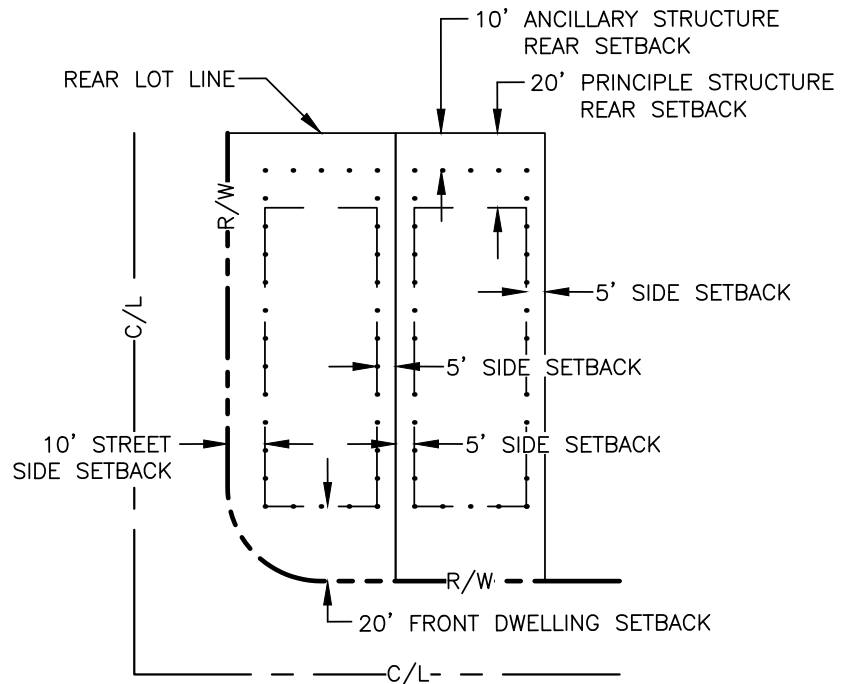
Date Submitted: _____ Taken By: _____ Time: _____ a.m./p.m.



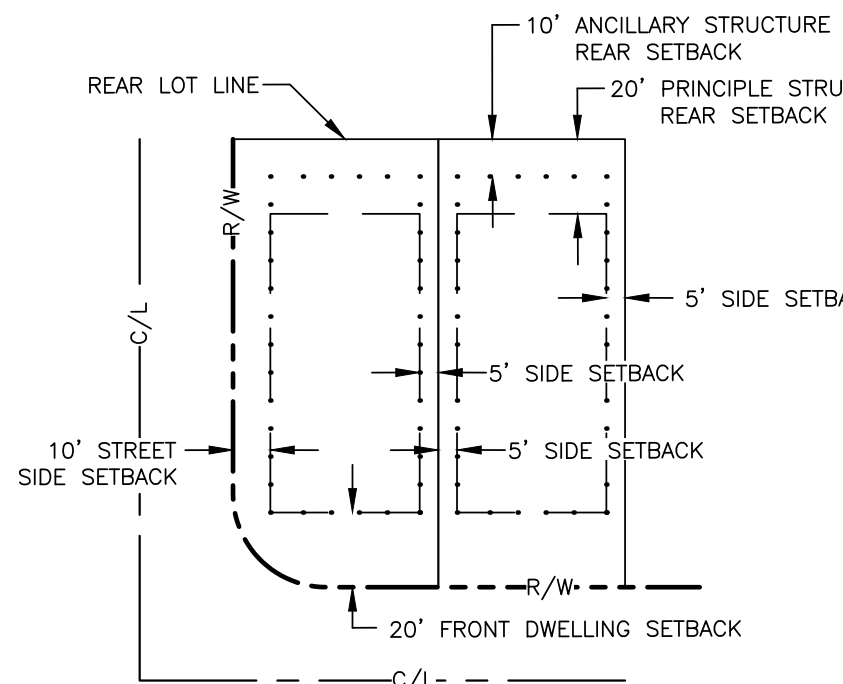
Mission Rise Concept Plan

Approximately 241 Acres

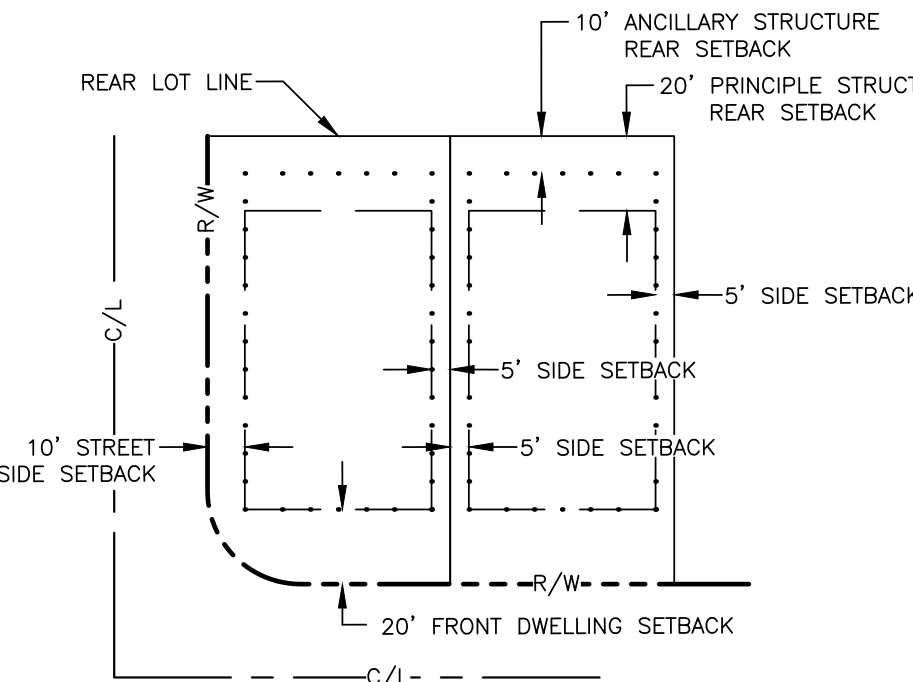
LOT TABLE				
PHASE	40' LOTS	50' LOTS	60' LOTS	TOTAL # OF LOTS
1	79	63	79	221
2	37	50	54	141
3	111	70	86	267
TOTAL	227	183	219	629



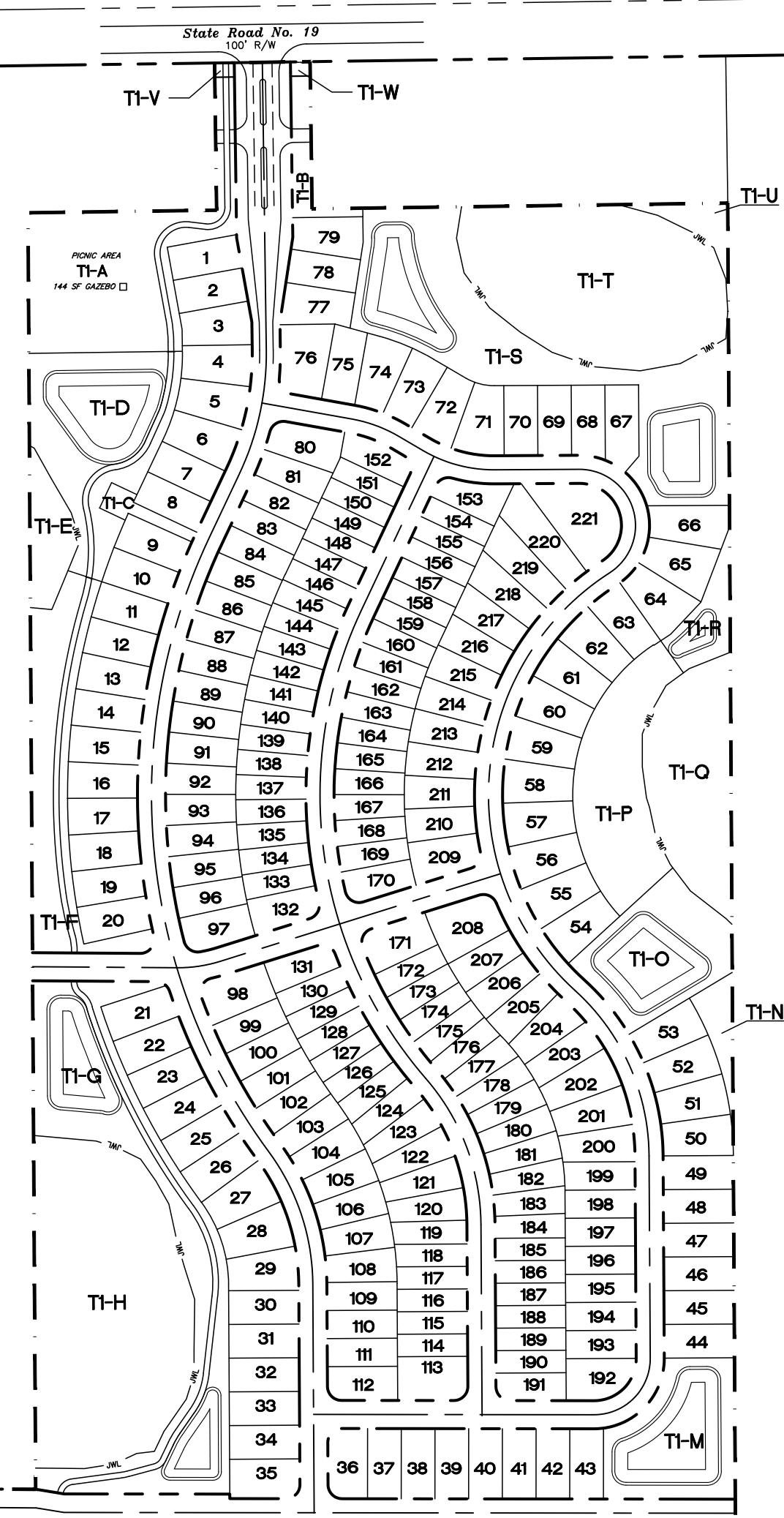
TYPICAL 40' LOT DWELLING SETBACKS
SCALE 1"=60'



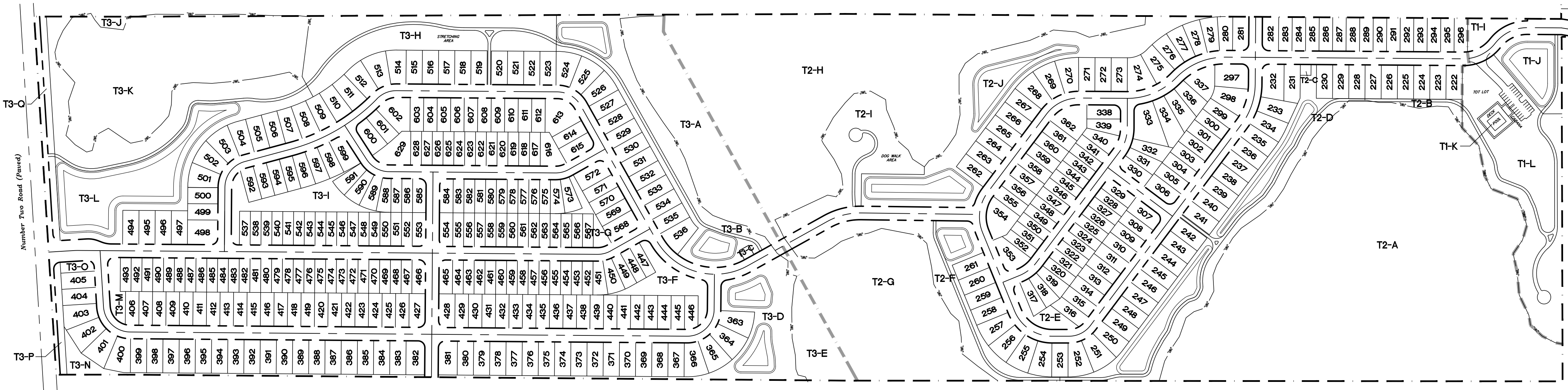
TYPICAL 50' LOT DWELLING SETBACKS
SCALE 1"=60'



TYPICAL 60' LOT DWELLING SETBACKS
SCALE 1"=60'



PHASE 1



PHASE 3

PHASE 2