



Planning & Zoning Board Meeting

January 23, 2025 at 6:00 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/83707381246?pwd=gcuizoBKFDtjaag3inDnIv7DBQeJPw.1>
Meeting ID: 837 0738 1246 | Passcode: 244391

AGENDA

BOARD CHAIR CALLS THE MEETING TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If a Planning & Zoning Board Member wishes to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.

- 1.** Consideration and Approval of the October 24, 2024, Planning and Zoning Board Meeting minutes.

PUBLIC HEARING

- 2.** Consideration and Recommendation: **229 Messina Pl. Variance Application**
- 3.** Consideration and Recommendation: **204 W. Myrtle St. Variance Application**
- 4.** Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**

AN ORDINANCE OF THE TOWN OF HOWEY IN THE HILLS, FLORIDA, PERTAINING TO LAND USE; PROVIDING FINDINGS OF THE TOWN COUNCIL; AMENDING ORDINANCE 2022-16 AND THE TOWN'S OFFICIAL ZONING MAP TO INCLUDE WITHIN THE PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS WATERMARK PUD CERTAIN ADDITIONAL LANDS LOCATED TO THE SOUTH OF THE WATERMARK PUD, AS MORE PARTICULARLY DESCRIBED IN ATTACHMENT A TO THIS ORDINANCE; PROVIDING THAT THE CONDITIONS, REQUIREMENTS, RESTRICTIONS, AND OTHER TERMS IN ORDINANCE 2022-16 GOVERN THE USE AND DEVELOPMENT OF THE ADDITIONAL LANDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, RATIFICATION, AND AN EFFECTIVE DATE.

- Board Chair will read the Ordinance title.
- Town Planner will explain Ordinance 2024-012.
- Board Chair will open Public Comment and Questions for this item only.

- Board Chair will close Public Comment.
- Motion to recommend Ordinance 2024-012.
- Board Discussion.
- Roll Call Vote.

OLD BUSINESS

NEW BUSINESS

5. Presentation: Annual Sunshine Laws / Code of Core Values Presentation

PUBLIC COMMENTS

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

BOARD COMMENTS

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-STTS) and Enhanced Speech to Speech.

NOTICE: ONE OR MORE COUNCILORS MAY BE PRESENT TO HEAR OR PARTICIPATE IN DISCUSSION REGARDING MATTERS WHICH MAY COME BEFORE TOWN COUNCIL FOR ACTION.

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

Topic: **Planning & Zoning Board Meeting**

Time: **Jan 23, 2025 06:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us06web.zoom.us/j/83707381246?pwd=gcuizoBKFDtjaag3inDnIv7DBQeJPw.1>

Meeting ID: 837 0738 1246

Passcode: 244391

Dial by your location

+1 646 558 8656 US (New York)

+1 720 707 2699 US (Denver)

+1 346 248 7799 US (Houston)

Meeting ID: 837 0738 1246

Passcode: 244391

Find your local number: <https://us06web.zoom.us/j/83707381246?pwd=gcuizoBKFDtjaag3inDnIv7DBQeJPw.1>

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.



Planning & Zoning Board Meeting

October 24, 2024 at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Vice Chair Wagler called the meeting to Order at 6:02 PM.
Vice Chair Wagler led the attendees in the Pledge of Allegiance to the Flag
ROLL CALL

MEMBERS PRESENT:

Board Member Joshua Husemann | Board Member Alan Hayes | Vice Chair Frances Wagler | Chair Tina St. Clair (via Zoom)

MEMBERS ABSENT:

Board Member Richard Mulvany | Board Member Ellen Yarckin | Board Member Shawn Johnson

STAFF PRESENT:

Lisa Busto, Town Planner | John Brock, Deputy Town Manager / Town Clerk

Motion made by Vice Chair Frances Wagler to allow Chair Tina St. Clair to participate and vote remotely via Zoom; seconded by Board Member Husemann. Motion approved unanimously by voice vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Vice Chair Wagler, Chair St. Clair

Nay: None

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If a Planning & Zoning Board Member wishes to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.

1. Consideration and Approval of the October 3, 2024, Planning and Zoning Board Meeting minutes.

Motion made by Board Member Hayes to approve the Consent Agenda; seconded by Board Member Husemann. Motion approved unanimously by roll call vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Vice Chair Wagler, Chair St. Clair

Nay: None

PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS

2. Consideration and Approval: **Hillside Groves (Meritage Homes) Elevations Approval**

Town Planner, Lisa Busto, reviewed the Zoning Memorandum (Staff Report) with the board. Ms. Busto stated that the recommendations in the Zoning Memorandum include that the applicant would need to revise the model elevations to show full compliance with LDC sections 4.06.02 and 4.06.03. Specifically, the revised elevations would need to show more specifics or changes to the following: front porches and recessed garage, building walls, residential roofs, and exterior architectural details.

Vice Chair Wagler opened Public Comment for this item only. Seeing no public comment, Vice Chair Wagler closed Public Comment.

Board Member Husemann was concerned that at least 89 homes in phase 1 of Hillside Groves will have a second or third side of the house that directly faces a street (primary façade). Board Member Husemann said that the board was not provided with any rear elevations of the homes for evaluation and that side elevations would also need to come into compliance with the required 4 architectural details (since many of them will directly face a street).

Board Member Husemann was concerned that many of the elevations look the same.

Vice Chair Wagler would have liked to have seen pictures of what the finished houses would look like.

Board Member Hayes stated that he would have liked the selection of models to be increased to 8 instead of just 4 models.

Motion made by Board Member Husemann to deny the Hillside Groves Elevations approval until the applicant can show they comply with the Town Planner's Zoning Memorandum; seconded by Board Member Hayes. Motion approved unanimously by roll call vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Vice Chair Wagler, Chair St. Clair

Nay: None

PUBLIC COMMENTS

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

Clarence Schaffer, 10900 E Revels Rd – Mr. Schaffer had questions about the proposed Watermark development and what changes they were proposing. Town Clerk, John Brock, stated that the Watermark development would be coming before the Planning and Zoning Board during the November meeting and offered to meet with Mr. Schaffer after the meeting to answer his questions.

BOARD COMMENTS

Vice Chair Wagler advised the Planning and Zoning Board that the Town Council had a workshop meeting recently and that the board should be aware of.

ADJOURNMENT

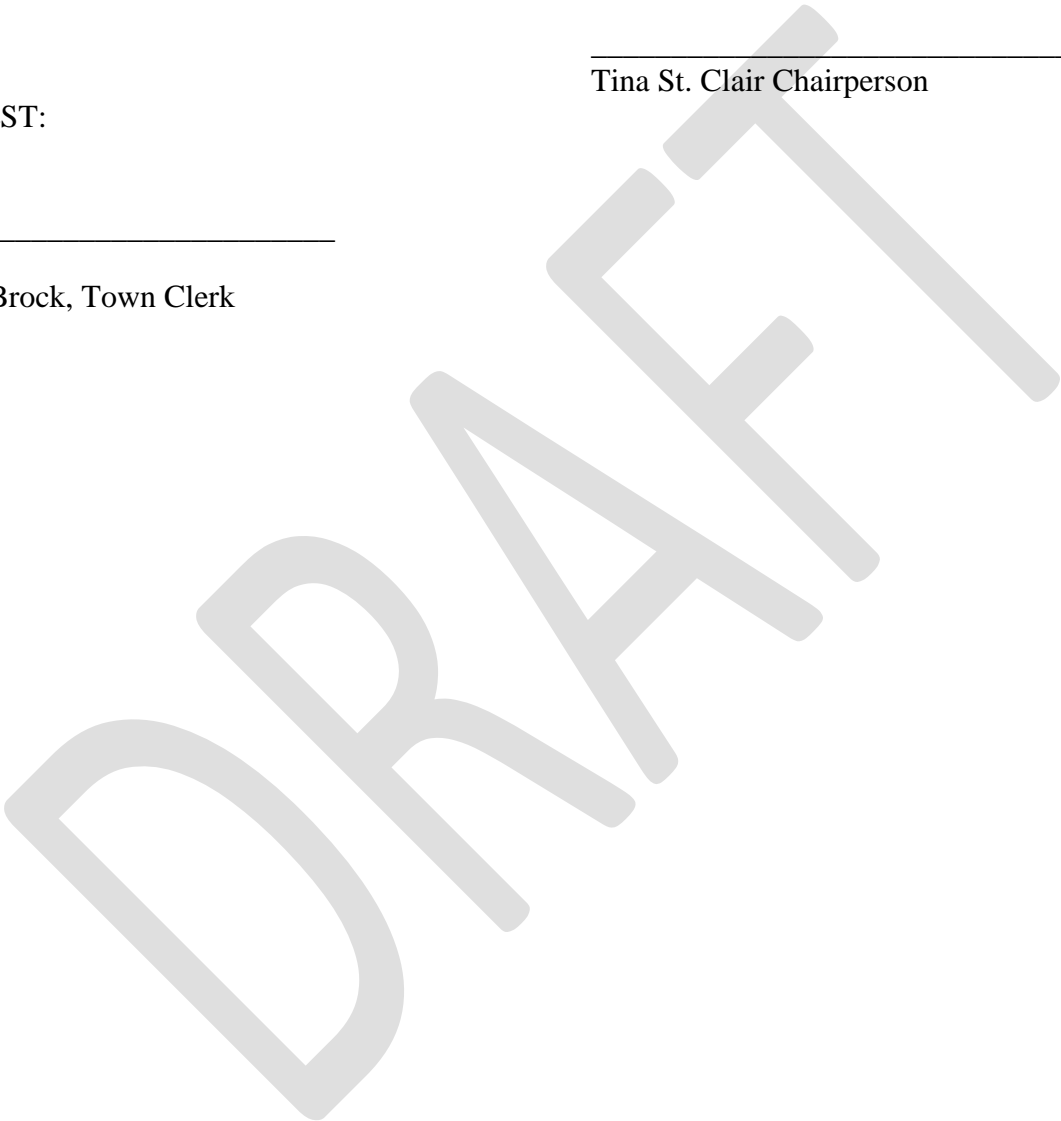
There being no further business to discuss, a motion was made by Board Member Husemann to adjourn the meeting; Board Member Hayes seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 6:31 p.m. | **Attendees: 11**

Tina St. Clair Chairperson

ATTEST:

John Brock, Town Clerk





ZONING MEMORANDUM

January 16, 2025

Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager



229 Messina Place: Swimming Pool, Deck, and Screen Enclosure Setback Variance Request

Applicant: Marcus Flamingo and Veronica Lucien

Project Description and Background:

The applicant submitted a permit application in December 2024 for a swimming pool permit. The application has not been approved by the Town because none of the proposed structures meet the required rear setbacks. The Town's Land Development Code (LDC) in Sec. 5.01.08 requires that swimming pools, decks, and screen enclosures meet a 10-foot setback from both the rear and side property lines.

The applicant is seeking a variance from the required rear 10-foot setback so that the swimming pool can be located one-foot with the rear setback and so that the deck and screen enclosure can be located 3-feet within the rear setback. This means that the swimming pool would be nine feet from the rear property line and the deck/screen enclosure would be seven feet from the rear property line.

The LDC does not provide for an administrative variance to be approved by Town staff. Therefore, this application must come before the Planning and Zoning Board for recommendation to and then subsequent action by Town Council, as the Board of Adjustment, consistent with LDC Section 4.13.00.

Recommendation: Deny the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool as the request does not meet the standards for a variance approval required by LDC Section 4.13.04:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district. **The applicant has**



not presented special conditions or circumstances in this case that demonstrate there is a need for a variance. Neither the swimming pool nor the deck/screen enclosure have been constructed yet because the permit application has not been approved. The applicant was notified by the Town that the proposed did not meet the required setbacks.

- B. That the special conditions and circumstances do not result from the actions of the applicant. **No special conditions nor circumstances have been identified by the applicant.**
- C. That literal interpretation of the provisions of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant. **Literal interpretation of the LDC would not work an unnecessary and undue hardship on the applicant as the swimming pool, deck, and screen enclosure have not been built and can be redesigned to meet the setback requirements.**
- D. That the variance created is the minimum variance that will make possible the reasonable use of the land, building or structure. **The proposed swimming pool, deck, and screen enclosure can be redesigned to meet the setback requirements.**
- E. And, that the granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. **It would not be in harmony with the general intent and purpose of the LDC to allow this variance without the applicant demonstrating how the variance standards identified herein are met.**

In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this LDC. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this LDC.

Motion Examples:

1. Recommend denial of the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool as the request does not meet the standards for a variance approval



[specify which standards are not met] required by LDC Section 4.13.04,
or

2. Recommend approval of the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool as the request meets the standards for a variance approval required by LDC Section 4.13.04, or
3. Continue the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool pending additional information [specify information needed] from the applicant that shows the request meets the standards for a variance approval required by LDC Section 4.13.04.



VARIANCE APPLICATION

Howey-in-the-Hills

PLEASE PRINT LEGIBLY

Property Owner (if there are multiple owners, please provide all the information on the attached ownership list): _____

Property Owner's Contact Information (If multiple owners, please provide mailing address, daytime phone, and fax and/or email for each owner):

First Owner: Marcus Flamingo
 Mailing Address: 229 Messina Pl.
 Daytime Phone: 609 310 2505
 Fax and/or Email: Scrapbookboxing@gmail.com

Second Owner: Veronica Lucien
 Mailing Address: 229 Messina Pl.
 Daytime Phone: 609 336 1777
 Fax and/or Email: _____

If more than two owners, please attach additional information.

Applicant (If different from owner): _____

1/14 Mailing Address: _____
 Daytime Phone: _____
 Fax and/or Email: _____

If the Applicant does not own the property, or is not the sole owner, please complete the Authorized Agent Affidavit form, attached.

2/14

If the Applicant is Not the Owner of the Property, is the Applicant:

- _____ A Tenant
- _____ An Authorized Agent for the Owner
- _____ Other (please explain): _____

Property's Physical Address: LOT 44 VENEZIA SOUTH
The attached Verified Legal Description Form must also be completed as part of the application.

A survey of the property, showing all current improvements on the site, to scale, is required as part of the application submittal. The survey can be no larger than 11" X 17" in size.

An additional copy of the survey or a site plan drawn to scale should be included as part of the application which specifically shows any improvements that are being requested as part of the variance. Again, this site plan can be no larger than 11" X 17" in size.

Property Information: Tax Parcel ID: _____ Alt Key #: _____

Please identify below the current land uses located on the site and all adjacent properties. For example, land uses would be identified as single family home, office, grocery store, etc.

Subject Site: LOT 44 VENEZA SOUTH

Adjacent property to the North: _____

Adjacent property to the South: _____

Adjacent property to the East: _____

Adjacent property to the West: _____

Does the property currently have:

- Town Water: YES NO
- Central Sewer: YES NO
- Potable Water Well: YES NO
- Septic Tank: YES NO

How long has the current owner owned the property? 6 yr

Please attach property tax records or other documentation to verify how long the current owner has owned the property.

What specific Code requirement is the applicant seeking a variance from?

S.01.08F set back shall be 10 feet from the rear lot line.

What, in the applicant's point of view, are the specific special conditions or circumstances that exist on the property?

What, in the applicant's point of view, is the unnecessary and undue hardship that exists to provide justification for the variance?

To complete the agreed structure of the swimming pool and deck.

The applicant should provide any additional information that may be helpful to the Town in rendering a decision on the requested variance.

Additional information may be necessary. The applicant is required to provide a daytime telephone number where he/she can be reached.

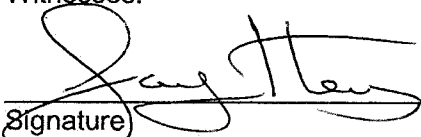
The applicant is required to provide the names and mailing addresses of all property owners within 300 feet of the subject property, in the form of mailing labels. Three (3) sets of labels are required. These names and addresses may be obtained from the Lake County Property Appraiser's Office.

The Town will also provide a sign which must be posted on the subject property, visible from the adjacent right-of-way or road access. The sign must be posted at least one week prior to the Planning and Zoning Board meeting where this application will be on the agenda and the sign must remain posted until the Town Council public hearing.

A \$400 application fee is due and payable at the time this application is submitted to the Town. In addition to this application fee, a \$1,000 review deposit is required. By signing this application, the applicant acknowledges that the \$400 application fee covers advertising costs, mailings, and the time spent on the application by the Town Clerk. The applicant also acknowledges by his/her signature below that he/she understands he or she will be responsible for any additional costs that the Town incurs as a result of having Town consultants review the application. Once those additional costs are paid by the applicant, the Town will return the balance of the \$1,000 review deposit to the applicant. By signing this application, the applicant also acknowledges that he/she understands that variances expire if not acted upon within the timeframes outlined in the Town's Land Development Regulations.

Witnesses:

Applicant:



Signature

Fay Henry

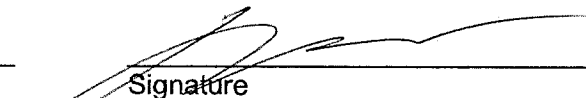
Print Name



Signature

Bradley Braunstein

Print Name



Signature

Marcus Flamingo

Print Name

Please hand deliver completed application and fee to:

Town Clerk
Town of Howey in the Hills
101 N. Palm Avenue
Howey in the Hills, FL 34737

Please make application fee and review deposit checks payable to the Town of Howey in the Hills.

The Town Clerk may be reached at 352-324-2290 or by visiting Town Hall during normal business hours.

FOR TOWN CLERK OFFICE USE ONLY

Date Received: _____

_____ 3 sets of labels attached?
_____ current survey attached?
_____ site plan attached showing proposed improvements?
_____ verified legal description form attached?
_____ authorized agent affidavit attached?
_____ ownership list attached?

APPLICATION NO. _____

Reviewed and Accepted By: _____

Provided to Town Planner on: _____

Planning & Zoning Board meeting date: _____

Town Council meeting date: _____



Ownership List


(must be completed by all owners)

Owner's Name: Marcus Flamingo
Ownership Interest: Co-owner
Mailing Address: 229 Messina Pl Howey in the Hill Fl 34737
Legal Description: _____

[Signature]
Signature

12-10-2024
Date

The foregoing instrument was acknowledged before me on 12/16/2024 by MARCUS FLAMINGO who is personally known to me or has presented DRIVERS LICENSE as identification and who did _____ or did X not take an oath.

Seal  **KIMBERLY M BOHRER**
Notary Public
State of Florida
Comm# HH489099
Expires 2/5/2028


[Signature]
Notary Public

Owner's Name: Veronica Lucien
Ownership Interest: Co-owner
Mailing Address: 229 Messina Pl Howey in The Hills, FL 34737
Legal Description: _____

[Signature]
Signature

12-10-2024
Date

The foregoing instrument was acknowledged before me on 12/16/2024 by VERONICA LUCIEN who is personally known to me or has presented _____ as identification and who did _____ or did X not take an oath.

Seal  **KIMBERLY M BOHRER**
Notary Public
State of Florida
Comm# HH489099
Expires 2/5/2028

[Signature]
Notary Public

MULTIPLE COPIES OF THIS FORM MAY BE MADE AND ATTACHED AS NECESSARY.

December 2024

Greeting to the Neighbors surrounding our address of 229 Messina please Howey-In-The-Hills Fl 34737 Venezia Development. Our family have decided to finally have an in-ground swimming pool placed in our back yard (Lot 44). We have met the protective guidelines concerning small children and animals with an enclosure -cage and partition fence surrounding the property that will have locks securing the pool. A variance has been filed to complete the setback of 7ft, which many developments in lake county allow that will be needed to complete the design of the pool, deck, and enclosure. The Town of Howey in the Hills is asking a 10 ft setback which will remove 3 ft from the design of our pool, deck, and enclosure. Our family is asking for your full support in this matter by signing an "ok" to complete this lifelong dream of ours. It will require your name and address that will be part of our case with the Howey Township Municipal, as well as the HOA. We will be visiting the homes within the radius of 300 ft of our home.

Thank you in advance for your full support.

Marcus and Veronica.

Name	Address
Evelyn A. Meyer	230 Messina Place
Alexander Neil	228 Messina Place
[Signature]	224 Messina Place
Alyssa Sutterfield	227 Messina Place
Brad Montgomery	334 Terracotta Terrace
Cassandra Johnston	336 Terracotta Ter
Richard Standafer	225 MESSINA PL.
Joseph A Finelli #	332 Terracotta Ter
[Signature]	231 Messina PL

TOWN OF HOWEY IN THE HILLS LAND DEVELOPMENT CODE
ACCESSORY AND TEMPORARY USES AND STRUCTURES **CHAPTER 5**

12/5/24

- F. Fences and walls shall be erected with the finished side facing out. Posts shall be placed along the inside of the fence. In residential and commercial zoning districts posts shall be securely anchored with concrete. All fencing must be uniform in material, design, and color, except for chain link fencing as allowed in Subsection H. Additions or repairs to existing fences or walls must maintain a uniformity of materials, design and color with that of the existing fence or wall.
- G. With the exception of the Agricultural and Rural Estates zoning districts, electrified fences are prohibited.
- H. Chain link fencing is allowed in Agricultural, Rural Estates, Industrial, Institutional, Recreation I, and Public zoning districts.
- I. The use of barbed wire, razor wire, or the like for fencing is permitted only in the Agricultural, Industrial and Public zoning districts.
- J. Permitted barbed wire or razor wire shall be six (6) feet or more above the ground level. The barbed or razor wire shall be turned, pointed, or directed inward toward the property enclosed by the fence.
- K. Columns for walls may be a maximum of 8 feet in height, or as approved through the architectural review process.
- L. Walls shall be designed with either a stucco or brick finish.

5.01.08 Swimming Pools and Pool Enclosures

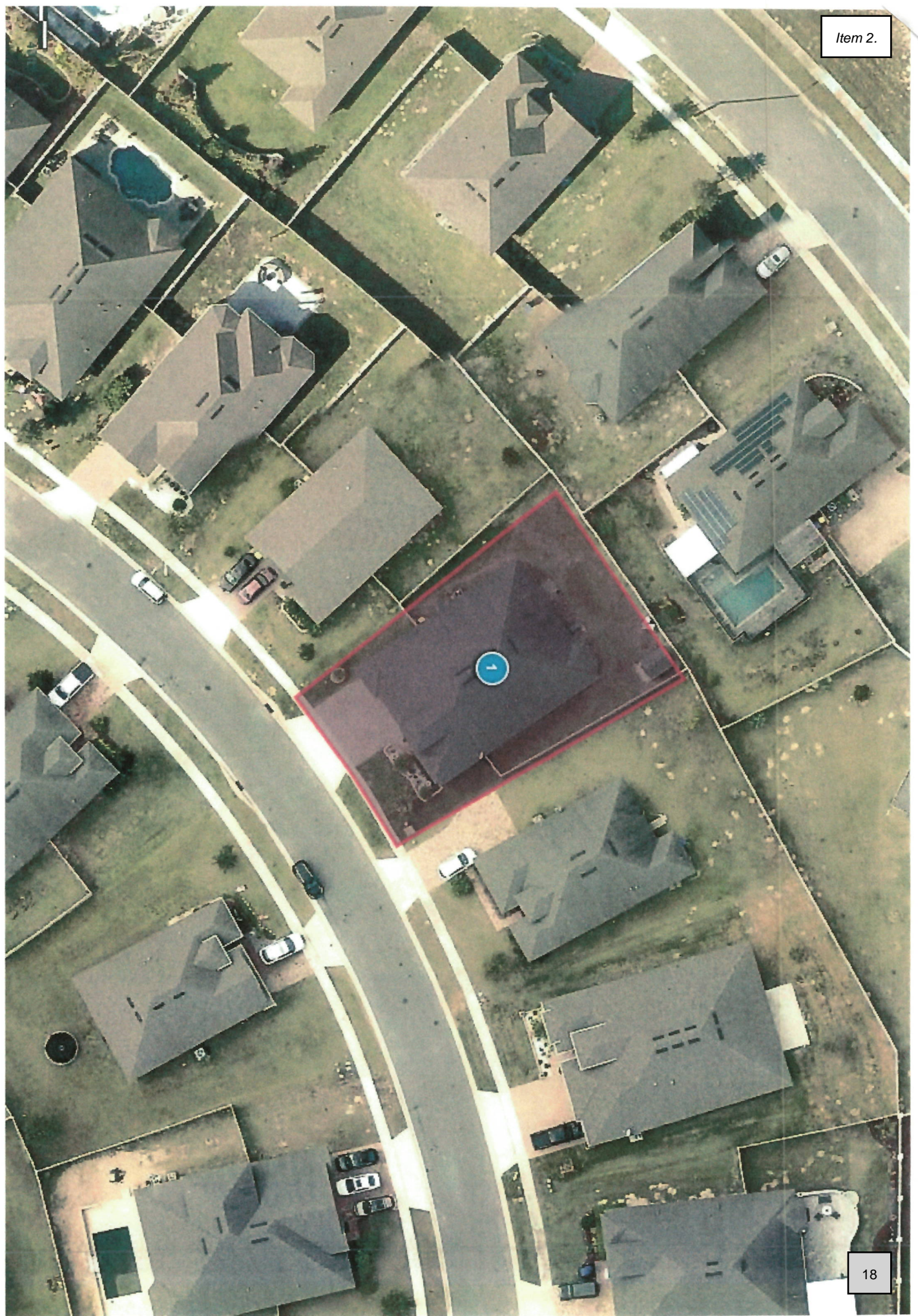
- A. All pools shall provide fencing or enclosures in compliance with the requirements of the Florida Building Code.
- B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:
 - 1. A pool screen enclosure shall be set back from the side lot line a minimum of ten (10) feet;
 - 2. A pool screen enclosure shall not be closer than ten (10) feet to the rear lot line; and
 - 3. A pool screen enclosure shall not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.
- C. No overhead electric power lines shall pass over any pool, nor shall any power line be nearer than fifteen (15) feet horizontally or vertically from the pool edge.
- D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side yard and ten (10) feet to the rear yard lot lines.
- E. Lights used to illuminate any swimming pool shall be shielded and directed to avoid illumination of adjoining properties.
- F. Pools and pool decks shall meet the following setbacks:
 - 1. All pools and pool decks shall not be located in the front yard;
 - 2. The minimum side setback shall be ten (10) feet from the side lot line; and
 - 3. The minimum rear setback shall be not less than ten (10) feet from the rear lot line.

5.01.09 Storage Sheds

**TOWN OF HOWEY-IN-THE-HILLS
ZONING DISTRICT DIMENSIONAL REQUIREMENTS**

District	Lot Size	Lot Width	Lot Depth	Building Setbacks				Building Height		Floor Area	Max. FAR	Lot Coverage (%)
				Front	Street Side	Side	Rear	Stories	Feet			
Agriculture	2 ac.	150	200	50	50	25	50	2.5	35	1500	.15	
Residential Estate	2 ac.	150	200	50	50	25	50	2.5	35	1500	.15	
Single Family Residential	.5 ac.	100	150	35	35	20	30	2.5	35	1800	.20	
Medium Density Residential 1	15,000 sf	100	120	35	12.5	12.5	25		35	2000		50
Medium Density Residential 2	9000 sf	75	120	25	12.5	12.5	25	2.5	35	1200		50
Neighborhood Commercial	.5 ac	100	150	30	30	20	30	2.5	35	a.	.50	70
Industrial	.5 ac	100	150	30	30	20	30	2.5	35		.60	70
Institutional 1	.5 ac	100	150	30	30	20	30	2.5	35		.25	40
Institutional 2	.5 ac	100	150	30	30	20	30	2.5	35		.25	40
Recreation 1	.5 ac	100	150	30	30	20	30	2.5	35		.20	30
Recreation 2	.5 ac	100	150	30	30	20	30	2.5	35		.20	30
Public	.5 ac	100	150	30	30	20	30	1.0	30		.25	50
Town Center Residential	9000 sf	100		25	25	12.5	30		35	2000		50
Town Center Flex	9000 sf	100		25	25	12.5	30		35	2000		40
Town Center Commercial								2.0	35		2.0	

- a. Maximum building size is 5,000 square feet
- b. Conservation District has no dimensional requirements
- c. Public District allows two stories and 35 feet for facilities other than buildings.



Designer: Paulo Ungaro
 Address: 850 E. Semoran Blvd
 City: Casselberry
 State/Zip: FL 32707
 Phone: (407) 834-7100
 Cell: 407-718-1121
 Email: paulu@bobspools&screens.com
 License #: CPC1457513

I have reviewed and I give my approval to proceed with the construction of this project.

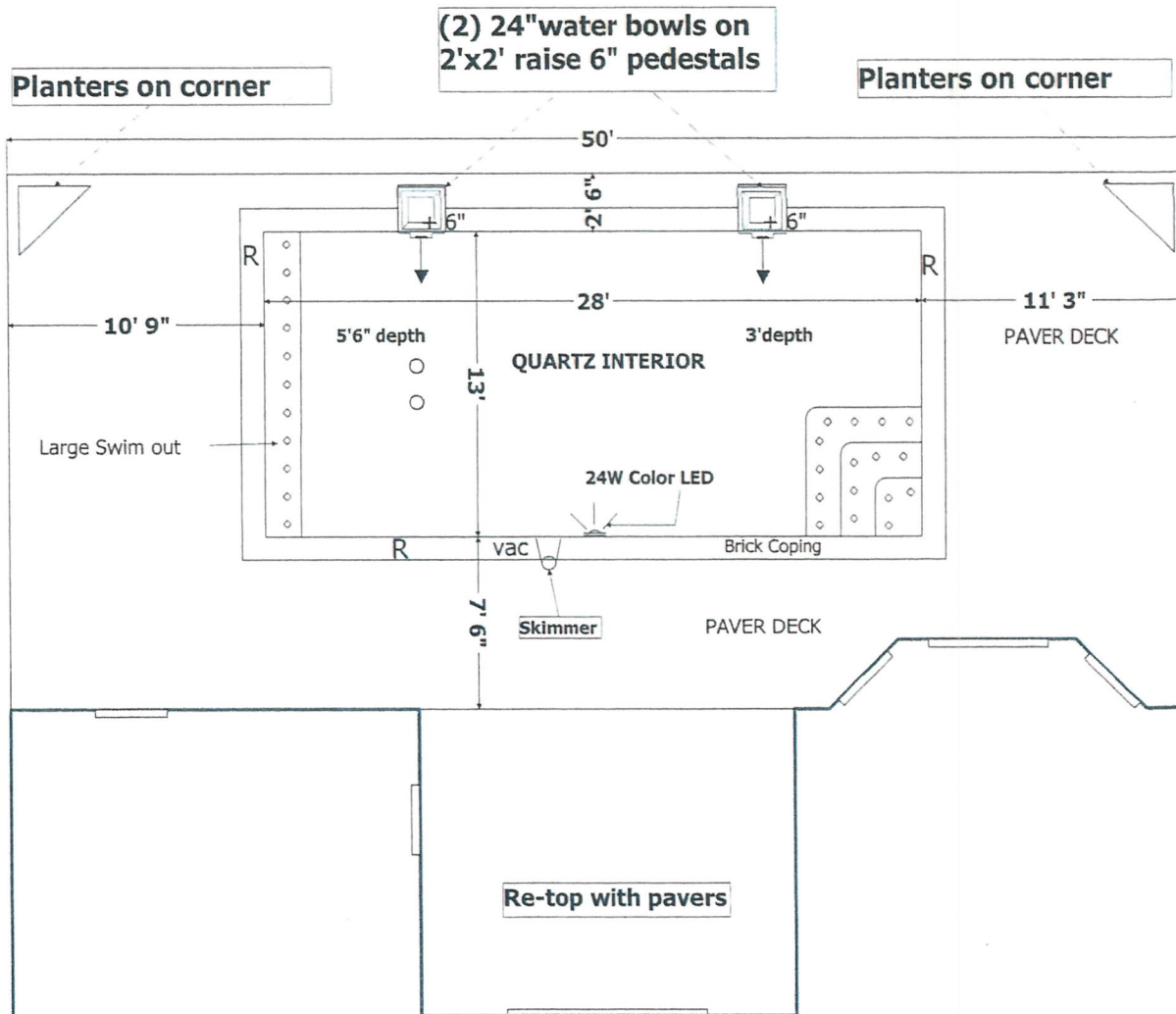
X

Customer _____ Date _____

Item 2.

ACCESS
 WATER
 METER
 LANAI
 WALLS
 SIDEW.

Bronze Dome Screen Enclosure



ACCESS

CS

TH: 8'9"
ER: N/A
: CITY
TION: ON RIGHT
CK ELEVATION:
_ MATERIAL: N/A
ES

REMOVE BEFORE DIG

SOD: 1,138
FENCE: YES
TREE/STUMPS: BY OWNER
CONCRETE: N/A
OTHER: PAVERS BY OWNER

POOL SPECS

SIZE: 13' X 28' SQFT: 364
DEPTH: 3' TO 5'6" PERIMETER: 82
EST. TOTAL GALLONS: 10,500

Item 2.

SPA SPECS

SIZE: N/A
SPA BEAM THICKNESS: N/A
RAISED HEIGHT: JETS: BLOWER:

L.D.S.

ANGLE OF REPOSE: N/A
ELEVATION:
BRANCH: 3"
TRUNK: 2.5"
SUCTION: 2.5"
RETURN: 2.5"
HAUL: YES DROP: N/A

PLUMBING

RETURNS: 3 SKIMMERS: 1
POOL MAIN DRAINS: 2 SPA MAIN DRAINS: N/A
PUMP HP: 1.85 VS AUX HP: N/A
VAC LINES: 1 AUTO FILL/DRAIN: N/A
WATER FEATURES: (2) 24" WATER BOWLS WATER FEATURES: N/A
POOL LIGHTS: (1) 24W COLOR LED SPA LIGHTS: N/A

POOL ENCLOSURE

SCREEN COLOR: BROMZE
STYLE: DOME
STORYS: ONE
APPROX SQFT: 2456
DOORS: 2
ELITE ROOF: N/A

DECK

DECK TYPE: PAVERS COPING: BRICK
DECK SQFT: 882 DECK DRAIN: COLOR TAN
LANAI: INCLUDED BOX DRAIN: N/A
FOOTER LNFT: 116 CONCRETE YD: N/A

Fence LNFT: N/A
Type: N/A
Height: N/A

EQUIPMENT

POOL PUMP: VSFHP185DV2AS 2ND PUMP: N/A
FILTER & SIZE: CS-150 CHLORINATOR: TRU-CLEAR
HEATER: N/A NAT: N/A LP: N/A
HEAT PUMP: JRT3000F BTU: 130 TIMER: SPEEDSET
LIGHT SWITCH: N/A REMOTE: YES AUTOMATION: N/A
BABY FENCE: N/A LNFT: N/A ALARMS: FLOATING

SPECIAL NOTES

- **24" WATER BOWLS WHITE**
- ** 6" RAISED PEDESTALS **
- **TRU-CLEAR SALT SYSTEM **
- **2 PLANTERS ON CORNERS **
- ** QUARTZ POOL INTERIOR **
- **JANDY HEAT PUMP VERSATEMP**

MATERIALS & COLORS

TILE SUPPLIER: KEYSTONE TILE COLOR: CORAL BLUE KM1769
TILE LNFT: 94 STEP TILE: DIAMOND INLAYS
GROUT: DOVE GRAY SPILLWAY: N/A
STONE SUPPLIER: N/A STONE COLOR: N/A
PAVER SUPPLIER: FLAGSTONE PAVER PATTERN: RANDOM
PAVER COLOR: WHITE/TAN/CHARCOAL PAVER SHAPE: VICTORY
COPING: REGULAR BULLNOSE COPING COLOR: WHITE
INTERIOR FINISH: CUSTOM QUARTZ INTERIOR COLOR: CLEAR BLUE

CUSTOMER INFORMATION

NAME: VERONICA LUCIEN & MARCUS FLAMINGO
ADDRESS: 229 MESSINA PLACE
CITY: HOWEY IN THE HILLS STATE/ZIP: FL 34737
PHONE: 609-336-1777 GATE CODE: N/A
EMAIL: VERONICALUCIEN@YAHOO.COM

FIELD SUPER

NAME:
PHONE:

JOB#: 7838 LOT#: 44

SUBDIVISION: VENEZIA SOUTH

BOUNDARY & AS-BUILT SURVEY

DESCRIPTION:(AS FURNISHED)

LOT 44, VENEZIA SOUTH

AS RECORDED IN PLAT BOOK 65, PAGE(S) 92-97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



ADDRESS:
229 MESSINA PLACE
HOWEY IN THE HILLS, FLORIDA 34737

FOR THE BENEFIT AND EXCLUSIVE USE OF:
MARCUS K. FLAMINGO AND VERONICA E. LUCIEN
1ST 2ND MORTGAGE COMPANY OF N.J., INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY
OFFICIAL HOME BUILDER OF THE JACKSONVILLE JAGUARS



NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED, INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.
2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 11-28-17, UNLESS OTHERWISE SHOWN.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.

LEGEND:

- CENTERLINE
- - - RIGHT OF WAY LINE
- DRAINAGE FLOW
- XX.XX EXISTING ELEVATION
- A/C AIR CONDITIONER
- CONCRETE
- BRICK PAVERS
- CONCRETE BLOCK WALL
- CORNER NOT ACCESSIBLE
- CONCRETE PAD
- CONCRETE SLAB
- CONCRETE WALK
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
- F.I.R.M. FLOOD INSURANCE RATE MAP
- FOUND 1/2" IRON ROD NO IDENTIFICATION
- ▲ FOUND NAIL AND DISC LS #7514
- FOUND 5/8" IRON ROD AND CAP LB #7514
- (P) PER PLAT
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVE
- PCP PERMANENT CONTROL POINT
- PI POINT OF INTERSECTION
- PK PARKER KALON
- POC POINT ON CURVE
- POL POINT ON LINE
- PPC POINT OF REVERSE CURVATURE

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	64.53'	440.00'	8°24'12"	S55°46'56"W	64.48'
C2	372.03'	415.00'	51°21'47"	S64°51'39"W	359.70'
C3	89.82'	415.00'	12°24'04"	S45°22'48"W	89.65'
C4	282.21'	415.00'	38°57'43"	S71°03'41"W	276.80'



ZONING MEMORANDUM

January 16, 2025

Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager



204 W. Myrtle Street: Screen Enclosure Setback Variance Request

Applicant: Joseph L. and Coleen M. B. Lahr

Project Description and Background:

In 2024, a swimming pool permit was approved for 204 W. Myrtle Street. The property owner has since made application for the approval of a screen enclosure to be built surrounding the pool, which is customary. The Town's Land Development Code (LDC) in Sec. 5.01.08 requires that swimming pools, decks, and screen enclosures meet a 10-foot setback from both the rear and side property lines.

The swimming pool was approved with a deck that sits 6 inches into the required rear 10-foot setback. The deck is 9.5 feet from the rear property line. The applicant is not seeking to increase the nonconformity, nor encroach further into the setback area. They are only requesting a variance of 6 inches so that their screen enclosure may be built at the edge of the existing deck surrounding the swimming pool in a manner that will not present a hazard in walking around the pool inside between the screen enclosure and the swimming pool.

The LDC does not provide for an administrative variance to be approved by Town staff. Therefore, this application must come before the Planning and Zoning Board for recommendation to and then subsequent action by Town Council, as the Board of Adjustment, consistent with LDC Section 4.13.00.

Please note, Town staff has taken corrective action so that moving forward, reviews of swimming pool, deck, and screen enclosure applications meet the required 10-foot setback from both the rear and side property lines prior to approval.



Recommendation: Approve the requested 6-inch variance for the screen enclosure as it meets the standards for a variance approval required by LDC Section 4.13.04:

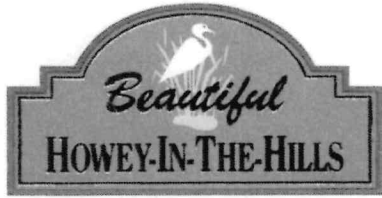
- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district. **The special circumstances in this case are that the applicant is seeking to build the screen enclosure within the footprint of an existing deck previously approved by the City. Building the screen enclosure closer to the swimming pool would create a walking hazard between the enclosure and the swimming pool.**
- B. That the special conditions and circumstances do not result from the actions of the applicant. **The applicant had a reasonable expectation that the screen enclosure would be able to be built on the approved pool deck.**
- C. That literal interpretation of the provisions of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant. **Building the screen enclosure closer to the swimming pool would create a walking hazard between the screen enclosure and the swimming pool, which would be an unnecessary and undue hardship.**
- D. That the variance created is the minimum variance that will make possible the reasonable use of the land, building or structure. **The applicant is only requesting a variance of 6 inches so that their screen enclosure may be built at the edge of the existing deck surrounding the swimming pool. This represents the minimum variance that will make reasonable use.**
- E. And, that the granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. **Building the screen enclosure closer to the swimming pool would create a walking hazard between the screen enclosure and the swimming pool. Granting this variance is in harmony with the general intent and purpose of the LDC and is not detrimental to the public welfare.**



In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this LDC. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this LDC.

Motion Examples:

1. Recommend approval of the requested 6-inch variance for the screen enclosure as it meets the standards for a variance approval required by LDC Section 4.13.04, or
2. Recommend denial of the requested 6-inch variance for the screen enclosure as it does not meet the standards for a variance approval [specify which standards are not met] required by LDC Section 4.13.04, or
3. Continue the requested 6-inch variance for the screen enclosure pending additional information [specify information needed] from the applicant that shows the request meets the standards for a variance approval required by LDC Section 4.13.04.



VARIANCE APPLICATION

Howey-in-the-Hills

PLEASE PRINT LEGIBLY

Property Owner (if there are multiple owners, please provide all the information on the attached ownership list): Joseph L & Coleen M B Lahr, 204 W Myrtle St, Howey in the Hills 34737

Property Owner's Contact Information (If multiple owners, please provide mailing address, daytime phone, and fax and/or email for each owner):

First Owner: Joseph L & Coleen M B Lahr

Mailing Address: 204 W Myrtle St, Howey in the Hills 34737

Daytime Phone: (856) 906-3998

Fax and/or Email: cblahr@gmail.com

Second Owner: N/A

Mailing Address: N/A

Daytime Phone: N/A

Fax and/or Email: N/A

If more than two owners, please attach additional information.

Applicant (If different from owner): Atlas Pools of Central FL (Richard Vyce)

Mailing Address: 3028 Kananwood Ct Suite 1008, Oviedo, FL 32765

Daytime Phone: 407 242-5958

Fax and/or Email: richardv@atlaspoolsofcentralfl.net

If the Applicant does not own the property, or is not the sole owner, please complete the Authorized Agent Affidavit form, attached.

If the Applicant is Not the Owner of the Property, is the Applicant:

N/A A Tenant

N/A An Authorized Agent for the Owner

N/A Other (please explain): N/A

Property's Physical Address: 204 W Myrtle St, Howey in the Hills 34737

The attached Verified Legal Description Form must also be completed as part of the application.

A survey of the property, showing all current improvements on the site, to scale, is required as part of the application submittal. The survey can be no larger than 11" X 17" in size.

An additional copy of the survey or a site plan drawn to scale should be included as part of the application which specifically shows any improvements that are being requested as part of the variance. Again, this site plan can be no larger than 11" X 17" in size.

Property Information: Tax Parcel ID: 26-20-25-0400-D04-00900 Alt Key #: 1257522

Please identify below the current land uses located on the site and all adjacent properties. For example, land uses would be identified as single family home, office, grocery store, etc.

Subject Site: single family home

Adjacent property to the North: single family home

Adjacent property to the South: Street (W Myrtle St)

Adjacent property to the East: Empty Lot (owned by Joseph L & Coleen M B Lahr)

Adjacent property to the West: Street (S Florida Ave)

Does the property currently have:

- Town Water: YES NO
- Central Sewer: YES NO
- Potable Water Well: YES NO
- Septic Tank: YES NO

How long has the current owner owned the property? 8/8/2023

Please attach property tax records or other documentation to verify how long the current owner has owned the property.

What specific Code requirement is the applicant seeking a variance from?

10' Screen Enclosure Setback to the back or side yard.

The applicant is looking for a 6" screen variance to put the screen enclosure

on the back of the pool deck as intended in the original pool permit.

What, in the applicant's point of view, are the specific special conditions or circumstances that exist on the property?

The Pool Permit was approved and built with a 9.5' back or side yard setback.

What, in the applicant's point of view, is the unnecessary and undue hardship that exists to provide justification for the variance?

The owner designed the pool deck with 2' of walking space between the pool

and the screen to be able to walk around the pool. 1'6" of space will create a

danger of falling into the water while walking around the pool deck,

The applicant should provide any additional information that may be helpful to the Town in rendering a decision on the requested variance.

The pool project permit was submitted with the screen enclosure indicated on the pool plan and the permit was approved.

The owner just wants to get their screen enclosure installed in accordance with approved pool permit plan and installed pool. If the owner had known of the issue they would have moved the pool in 6" closer to the house

Additional information may be necessary. The applicant is required to provide a daytime telephone number where he/she can be reached.

The applicant is required to provide the names and mailing addresses of all property owners within 300 feet of the subject property, in the form of mailing labels. Three (3) sets of labels are required. These names and addresses may be obtained from the Lake County Property Appraiser's Office.

The Town will also provide a sign which must be posted on the subject property, visible from the adjacent right-of-way or road access. The sign must be posted at least one week prior to the Planning and Zoning Board meeting where this application will be on the agenda and the sign must remain posted until the Town Council public hearing.


A \$400 application fee is due and payable at the time this application is submitted to the Town. In addition to this application fee, a \$1,000 review deposit is required. By signing this application, the applicant acknowledges that the \$400 application fee covers advertising costs, mailings, and the time spent on the application by the Town Clerk. The applicant also acknowledges by his/her signature below that he/she understands he or she will be responsible for any additional costs that the Town incurs as a result of having Town consultants review the application. Once those additional costs are paid by the applicant, the Town will return the balance of the \$1,000 review deposit to the applicant. By signing this application, the applicant also acknowledges that he/she understands that variances expire if not acted upon within the timeframes outlined in the Town's Land Development Regulations.

Witnesses:

Applicant:



Signature



Signature



Print Name



Print Name



Signature



Print Name

Please hand deliver completed application and fee to:

Town Clerk
Town of Howey in the Hills
101 N. Palm Avenue
Howey in the Hills, FL 34737

Please make application fee and review deposit checks payable to the Town of Howey in the Hills.

The Town Clerk may be reached at 352-324-2290 or by visiting Town Hall during normal business hours.

FOR TOWN CLERK OFFICE USE ONLY

Date Received: _____

- _____ 3 sets of labels attached?
- _____ current survey attached?
- _____ site plan attached showing proposed improvements?
- _____ verified legal description form attached?
- _____ authorized agent affidavit attached?
- _____ ownership list attached?

APPLICATION NO. _____

Reviewed and Accepted By: _____

Provided to Town Planner on: _____

Planning & Zoning Board meeting date: _____

Town Council meeting date: _____

Construction Legend

- Autofill
- Air Line
- Bubbler
- Bypass Return
- Commercial Floor Return
- Channel Main Drain (Pool Floor)
- 10" Main Drain (SPA Floor / Sidewall)
- Deck Jet
- A&A ECO Floor Nozzle
- Wall Return
- Pool Cleaner Line
- Leaf Canister
- Over Flow Line
- Parascope
- Light Pool / SPA
- LED Light Pool / SPA
- Nichless Light Pool / SPA
- Skimmer
- Therapy Jet
- Umbrella Sleeve
- Volleyball Sleeve

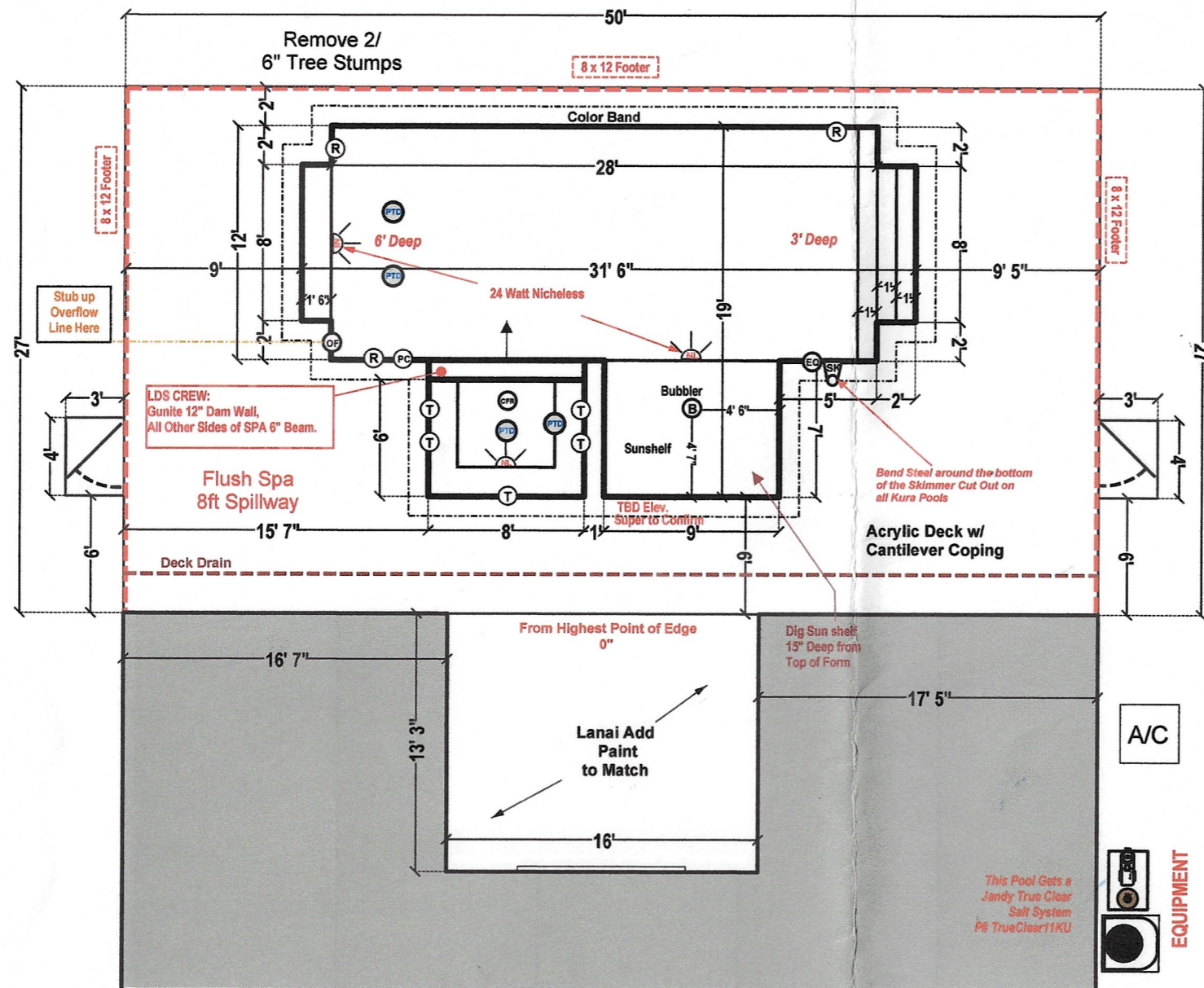
Plumbing Sizes:

- Pool & SPA
- Pool & Spa Main
- Branch Lines 3" Pipe
- Pool Main Drain & Spa Main Drain Trunk Lines Are 2.5" Pipe
- Pool Return & Spa Therapy Trunk Lines Are 2" Pipe

ORIGINAL: 6-6-24



Pre-Plumb SPA 6" Bond Beam on SPA



1 Construction Plan

Scale: 1/8" = 1' - 0"

Finish Pool Depth Profile



Customer Int. _____

Pool Specifications

STYLE: Rectangle
 PERIMETER: 101' AREA: 427 sqft
 WIDTH: 19' LENGTH: 31' 6"
 DEPTH: 3' 0" X 6' 0"
 M.D: 2 - 3" RTNS: 3 Wall
 SKIM: 1 - 2.5" LIGHT: 2 - 24w
 DOUBLE STEEL: N/A P.C.: Plumb In
 WELL WATER: N/A GALLONS: 9906
 NOTES: _____

SPA Specifications

STYLE: Rectangle
 AREA: 48 sqft PERM: 28"
 T-JETS: 4 RTNS: 1 - CFR
 LIGHT: 1 - 12w M.D: 2 - 3"
 SPILLWAY: 8" TYPE: Tile
 HEIGHT: Level BLOWER: 1 - HP
 NOTES: _____

Tile Specifications

+6" --- +12" --- +18" ---
 +24" --- +30" --- +36" ---
 DECK JETS: --- BUBBLER: 1
 SHEERS: ---
 WATER BOWL: ---
 FACE TILE: 129 Inft
 STEP TILE: _____

Misc. Options

OUTLETS: _____ GAS LINE: _____
 CHASE PIPE: _____ HOSE BIBB: _____
 SUMMER KIT: _____
 STUCCO: _____ COLOR: _____
 STONE: _____ COLOR: _____
 COUNTERTOP: _____
 APPLIANCES: _____

Screen / Fence

ROOF SQ: 1350 TYPE: dome
 WALL SQ: 988 WALL HGT: 9' 6"
 ELITE ROOF: --- FAN BEAM: ---
 SCREEN COLOR: BRONZE
 KICKPLATE: ---
 FENCE TYPE: --- HGT: ---
 LENGTH: --- COLOR: ---
 GATES: ---

Deck Specifications

TYPE: Acrylic Deck w/ Cantilever Coping
 DIMENSIONS: 27' x 50' AREA: 867 sqft
 FOOTER: 102' COPING: 115'
 DRAIN: 40' CONCRETE RISER: ---
 PATIO: 58 sqft Paint FENCE: ---
 TURN DOWN DECK EDGE:
 +6" --- +12" --- +18" ---
 +24" --- +30" --- +36" ---
 NOTES: _____

Equipment

PUMP: VS FHP HP: 1.85
 FILTER: CS SQ: 250
 PUMP 2: --- HP: ---
 CHLOR: TC 11 KU OZONE: ---
 POOL SWEEP: ---
 HEAT PUMP: JRT 3000R
 GAS HEATER: --- TYPE: ---
 CONTROLS: IQ904 PS

Color Selections

POOL: W.E. Picasso Blue
 TILE: Noble NS60 695 6x6 Porcelain
 TILE GROUT: 09 Grey
 STEP TILE: ---
 STEP TILE PTRN: ---
 DECK COLOR: Fog 5173
 DECK PTRN: Acrylic Texture
 COPING: Cantilever-
 COLOR BAND: Billowing Clouds 5493
 FLOORHEAD: TBD
 DECK DRAIN COLOR: White Painted

Site Specifications

DIG TYPE: Dig & Haul / Shuttle
 ELEVATION: TBD YARDS: 26
 NOTES: _____

Designer

DESIGNER: John P
 CONTRACT DATE: 6-1-24
 APPROVED BY: JW
 DATE: 6-6-24



LIC# CPC1457614

Builder / Customer: Ryan & Alyssa True Job Address: _____
 Street: 558 Via Bella CT County: _____ City: _____ Zip: _____
 City: Howey in The Hills State: FL Block: _____ Lot #: _____
 Zip: 34737 Home #: _____ PB: _____ PG: _____
 Cell # 509-768-2801 Work #: _____
 Email: ryontrue12@outlook.com Subdivision: _____
 Job # _____

**Building Memories
One Pool at a Time**

2751 Old Winter Garden Road,
Ocoee FL 32732
407-337-7007
www.KuraDesignPools.com

JOB NAME
Lahr Family

HOMEOWNERS RESPONSIBILITIES: PRIOR TO START OF CONSTRUCTION ALL LANDSCAPING, SPRINKLER SYSTEMS, AND ANY UNFORESEEN STUMPS IN AREAS OF ACCESS AND POOL CONSTRUCTION MUST BE REMOVED BY HOMEOWNER...IF POOL IS TO HAVE A GAS HEATER OF ANY TYPE, ARRANGE FOR DELIVERY OF STORAGE TANK AND OR HOOKUP IS THE RESPONSIBILITY AND EXPENSE OF THE HOMEOWNER...AS IS ANY RESODDING OR LANDSCAPING.
AFTER THE CONSTRUCTION DEPARTMENT COMPLETES AN INSPECTION AND ASSESSES THE SITE, SOME CHANGES MAY BE REQUIRED. (I.E. RETAINING WALL DUE TO SLOPE OF YARD, HOUSE SETBACKS, AND UTILITY EASEMENTS). POOL CONTRACT PRICE WILL THEN BE ADJUSTED ACCORDINGLY IF ANY ADDITIONAL IS REQUIRED. HOMEOWNER/HOME BUILDER IS RESPONSIBLE FOR HAVING DECK TREATED FOR TERMITE PROTECTION AFTER DECK HAS BEEN FORMED.

FINAL PLACEMENT OF MAIN DRAINS, SKIMMER, RETURNS, DECK-O-DRAIN, AND EQUIPMENT TBD BY ATLAS POOLS.

ANY PREVIOUS DRAWINGS, SKETCHES, PICTURES OR 3-D RENDERINGS SHOWING POTENTIAL POOL PROJECTS ARE VOID.

IT IS UNDERSTOOD BY THE HOMEOWNERS THAT WHEN PURCHASING BOTH A SPA AND A SEPARATE WATER FEATURE FOR THE POOL, THAT BOTH OF THESE ITEMS WILL NOT RUN AT THE SAME TIME UNLESS YOU PURCHASE A SECOND PUMP/MAIN DRAIN SYSTEM TO OPERATE THEM INDEPENDENTLY _____

IT IS UNDERSTOOD BY THE HOMEOWNERS THAT WHEN YOU ARE INSTALLING YOUR OWN WINDOW/DOOR ALARMS, CHILD SAFETY FENCING, OR YARD FENCE FOR THE CHILD SAFETY REQUIREMENTS, THAT THESE MUST BE DONE TO CODE AND PRIOR TO THE POOL COMPANY APPLYING THE POOL FINISH TO YOUR POOL. ATLAS POOLS NOT TO BE LIABLE FOR THESE ITEMS.

ATLAS POOLS OF CENTRAL FLORIDA, Item 3.
 3024 KANANWOOD CT., SUITE 1016, OVIEDO, FL 32765
 (407) 273-4600 (407) 366-4600 Fax (407) 366-5023
 WEB SITE: <http://www.atlaspoolsofcentralfl.com> CPC1457252

POOL: MAX. WIDTH: 13' FT. MAX. LENGTH: 26' FT. DEPTH 3.5' TO 5'
 POOL: SURFACE AREA: 338 SQFT. PERIMETER: 70 LF
 SPA: SURFACE AREA: N/A SQFT. PERIMETER: N/A LF

PREP WORK
 EXCAVATION TYPE: 8' Machine Access
 REMOVAL OF DIRT: 8' Bobcat Shuttle
 MISC: _____
 REMOVAL OF STUMPS: # N/A SIZE: N/A
 REMOVAL OF CONCRETE: N/A PAVERS: N/A
 FENCE TO BE REMOVED BY: Homeowner
 FENCE TO BE REPLACED BY: Homeowner

DECKING
 TYPE: Concrete: Texture/Paint 573 SF
 TOP EXISTING: N/A SF
 OTHER: _____ SF
 DECK-O-DRAIN: 28 LF
 FOOTERS: YES _____ NO
 SIZE: _____ LF

STRUCTURAL WORK
 "ANGLE OF REPOSE" ENGINEERING: N/A
 BEAM SIZE: 6"

TURNDOWN: 6" N/A LF 12" 8 LF
18" N/A LF 24" N/A LF
 STEP RISERS: 6" N/A LF 12" 4 LF
18" N/A LF 24" N/A LF

RAISED BEAMS
6" N/A LF | 12" 8 LF | 18" N/A LF | 24" N/A LF

CANTILEVER (TOTAL): 82 LF
 OTHER EDGE: N/A LF

SUNSHELF
 SHALLOW END: 1ST STEP: 54 2ND STEP: N/A
 BUBBLER? N/A ANCHOR? N/A
 OTHER LOCATION AND DEPTH: N/A

COLOR BAND: YES _____ NO

STEPS / SWIMOUT OVER 30 LF: N/A LF
 ADDITIONAL BENCH: N/A
 DECO TILES: N/A

EQUIPMENT & ACCESSORIES
 FILTER: Pentair CCRP SIZE: 200
 MAIN PUMP: Pentair Intelliflo VSF 3 HP
 ADD'L PUMPS: N/A
 LIGHTS: # 3 TYPE Color LED Globrites

THERAPY SPA
 INSIDE N/A OUTSIDE N/A SIZE N/A SF
 INCLUDES: BENCH, & # N/A JETS
 RETURN FOR SPA: FLOOR: N/A WALL: N/A
 LIGHT: # N/A BRAND: Pentair TYPE: Color Globrite
 DAM WALL: 1 FT. SPILLWAY N/A " WIDE
 POOL/SPA CONTROL: Pentair EasyTouch 4 & Screen Logic
 BLOWER: N/A
 HEATER: PROPANE N/A BTUS N/A
 NAT. GAS N/A BTUS N/A

CHLORINATOR Pentair IntelliChlor IC40
 CLEANER: Valved Line Only
 HEAT PUMP: N/A
 SOLAR PANELS # N/A SIZE N/A AUTO N/A

TOTAL GALLONAGE-POOL APPROX: 8500
 TOTAL GALLONAGE-SPA APPROX: _____

WATER FEATURES:
(1) 48" Sheer Waterfall

PLUMBING RUN: POOL 46 / SPA _____
 ELECTRIC RUN (METER TO EQUIP) 60 LF

SAFETY FENCE: N/A LF
 FENCE IS: PAVERS _____ DIRT _____ AUTO GATE: YES _____ NO _____

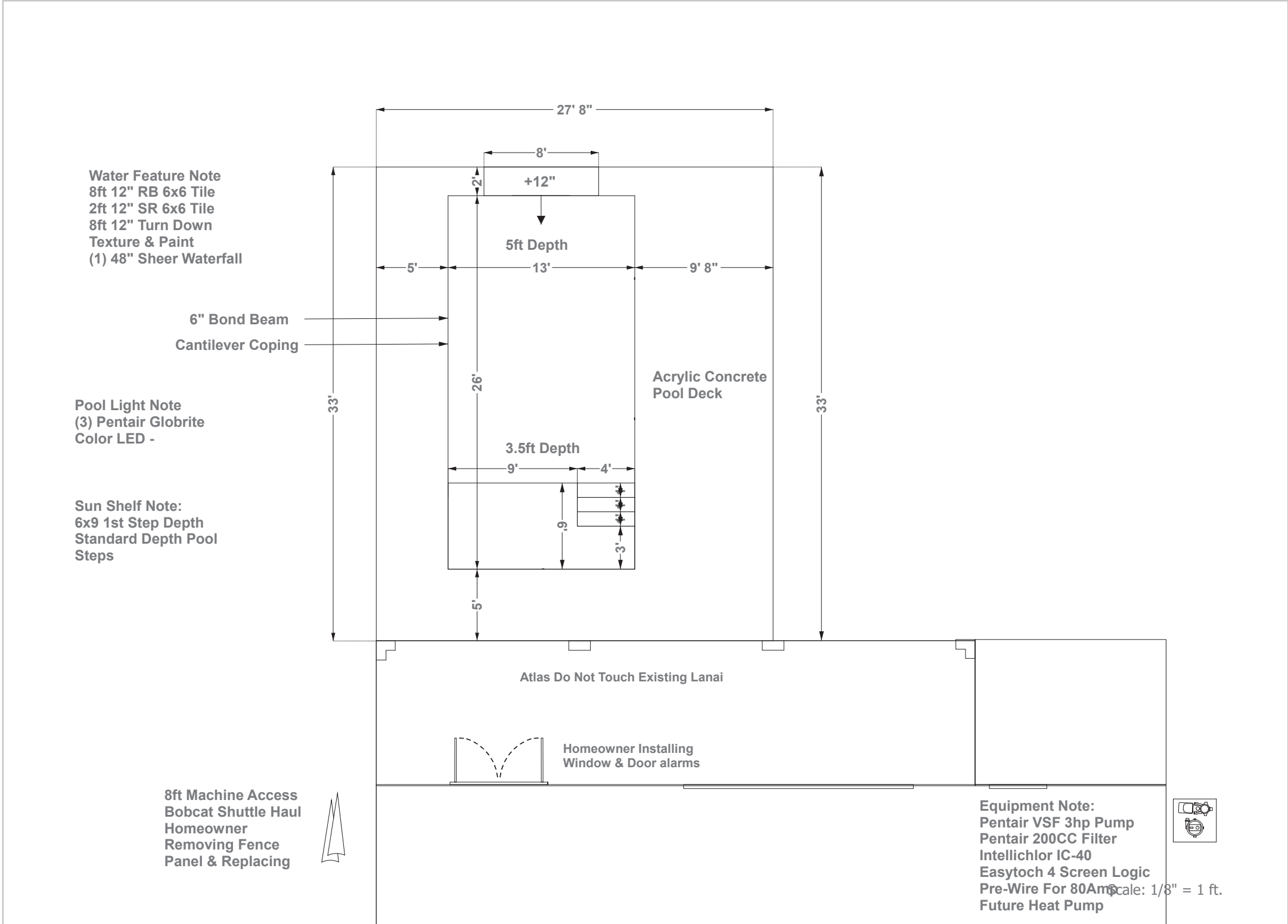
BUYER PLEASE INITIAL: _____ BUYERS APPROVE THE ABOVE SPECIFICATIONS AND EQUIPMENT LOCATION: Cbl

WINDOW/DOOR ALARMS # N/A
 MISC: Pre-Wire 80amp For Heatpump

PREPARED BY: Brad Chambers ORIGINAL CONTRACT DATE: 07/13/2024
 NAME: Joseph & Coleen Lahr
 ADDRESS: 204 W. Myrtle St. CITY: Howey In The Hills ZIP 34737
 CELL PHONE: 856-906-3998 WORK: _____ HOME _____
 EMAIL: cblahr@gmail.com
 PERMIT TO BE SECURED FROM: Howey In The Hills

LOT: 7,8 BLOCK: D-4 SUBDIVISION: Howey, Palm Gardens
 PLAT BOOK: 12 PAGES: 11 PR OF Lake

CUSTOMERS SIGNATURE: Coleen Barrielli Lahr DATE: 7/22/2024
 CUSTOMERS SIGNATURE: _____ DATE: _____



AP-FL01_09/12 Reorder MBF 407-657-7414

SCALE: 1/8" = 1'0"	SCREEN ENCLOSURE: 33' X 27'-8"	STYLE: Dome	COLOR: Bronze	WALL HGT: 10'	DOORS: 2-48"	DOOR PADS: N/A	INSERTS: N/A	FOOTER: N/A	ELITE ROOF: N/A	FAN BEAMS: N/A
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Ownership List

(must be completed by all owners)

Owner's Name: Joseph Lahr
Ownership Interest: Owner
Mailing Address: 204 W. Myrtle St.

Legal Description: HOWEY, PALM GARDENS LOTS 7,8
BLOCK D-4 PB 12, PG 11 ORB 6193, PG 341
PARCEL # 26-20-25-0400-004-00700

Joseph Lahr
Signature

12/31/2024
Date

The foregoing instrument was acknowledged before me on 12/31/24 by Joseph Lahr who is personally known to me or has presented DL as identification and who did or did not take an oath.



FAY HENRY
Notary Public
State of Florida
Comm# HH491715
Expires 2/12/2028

Fay Henry
Notary Public

Seal

Owner's Name: _____
Ownership Interest: _____
Mailing Address: _____
Legal Description: _____

Signature

Date

The foregoing instrument was acknowledged before me on _____ by _____ who is personally known to me or has presented _____ as identification and who did _____ or did _____ not take an oath.

Notary Public

Seal

MULTIPLE COPIES OF THIS FORM MAY BE MADE AND ATTACHED AS NECESSARY.

Boundary Survey

Legal Description:

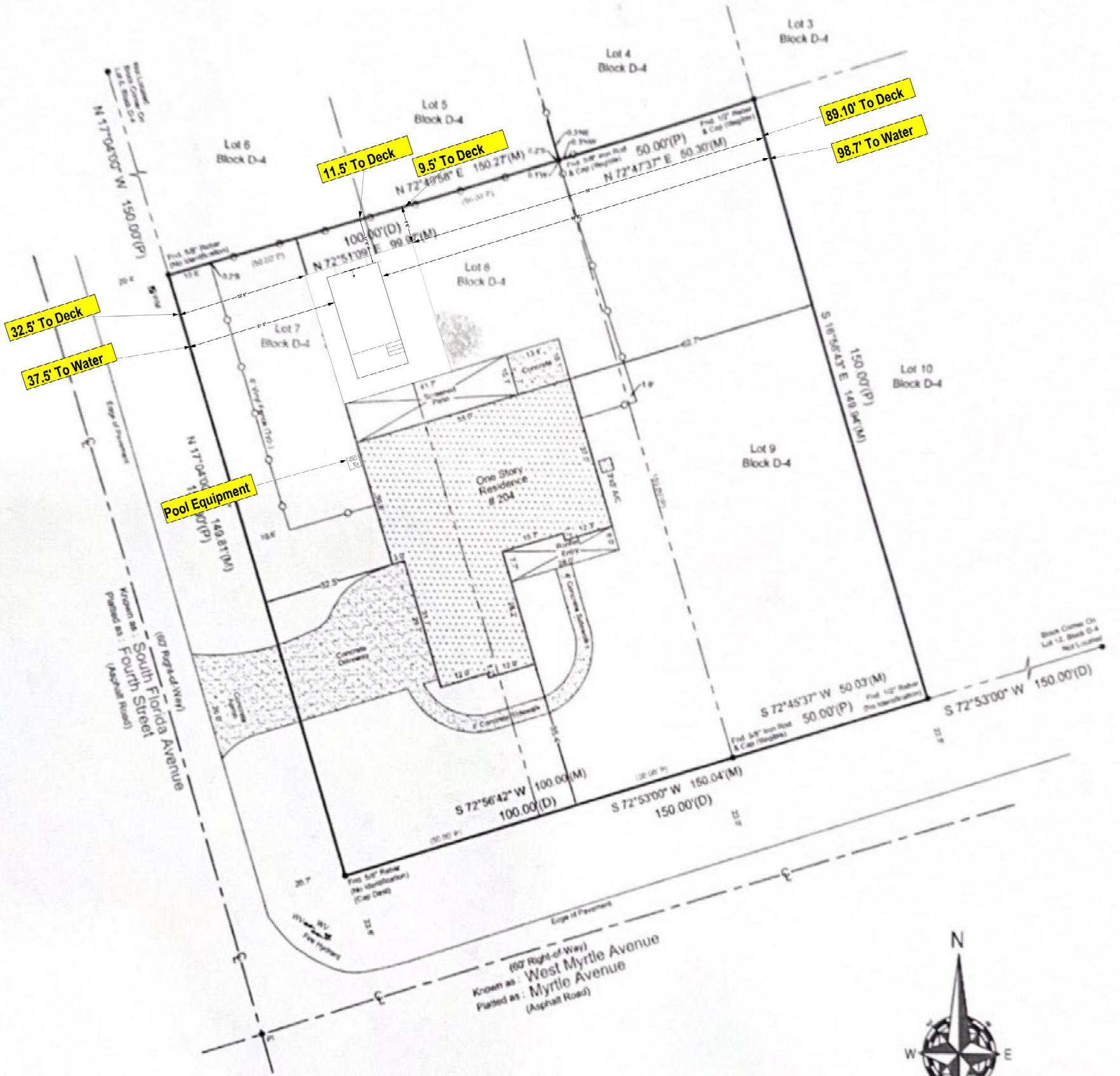
Lots 7, 8 and 9, Block D- 4, Palm Gardens, Howey-in-the-Hills, Florida, according to plat thereof as recorded in Plat Book 12, Page 11, of the Public Records of Lake County, Florida.

Flood Disclaimer:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE . THIS PROPERTY WAS FOUND IN TOWN OF HOWEY IN THE HILLS, COMMUNITY NUMBER 120585, DATED 2012-12-18.

CERTIFIED TO:

JOSEPH L. LAHR AND COLEEN M. BARRICELLI LAHR; OS NATIONAL LLC; TITLE RESOURCES GUARANTY COMPANY; MICHIGAN MUTUAL, INC. DBA MIMUTUAL; ITS SUCCESSORS AND/OR ASSIGNS; AS THEIR INTERESTS MAY APPEAR



Graphic Scale
Scale: 1"=30'

Field Date: 07/25/23	Date Completed: 07/28/23	<p>-Notes-</p> <ul style="list-style-type: none"> >Survey is Based upon the Legal Description Supplied by Client. >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus. >Subject to any Easements and/or Restrictions of Record. >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB". >Building Ties are NOT to be used to reconstruct Property Lines. >Fence Ownership is NOT determined. >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted. >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. >Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified. >Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination. 	<p>Revisions</p>	<p>I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 47, Florida Administrative Codes, Pursuant to Section 472.227 Florida Statutes.</p>																																					
Drawn By: TCK	File Number: IS-120936		<p>-Legend-</p> <table border="0"> <tr> <td>C - Calculated</td> <td>PC - Point of Curvature</td> </tr> <tr> <td>CB - Concrete Block</td> <td>Pg - Page</td> </tr> <tr> <td>CM - Concrete Monument</td> <td>PI - Point of Intersection</td> </tr> <tr> <td>Conc. - Concrete</td> <td>P.O.B. - Point of Beginning</td> </tr> <tr> <td>D - Description</td> <td>P.O.L. - Point on Line</td> </tr> <tr> <td>DE - Drainage Easement</td> <td>PP - Power Pole</td> </tr> <tr> <td>Easmt. - Easement</td> <td>PRM - Permanent Reference Monument</td> </tr> <tr> <td>F.E.M.A. - Federal Emergency Management Agency</td> <td>PT - Point of Tangency</td> </tr> <tr> <td>FFE - Finished Floor Elevation</td> <td>R - Radius</td> </tr> <tr> <td>Fnd. - Found</td> <td>Rac. - Radial</td> </tr> <tr> <td>IP - Iron Pipe</td> <td>R&C - Retain & Cap</td> </tr> <tr> <td>L - Length (Arc)</td> <td>Rac. - Recovered</td> </tr> <tr> <td>M - Measured</td> <td>Rfd. - Roofed</td> </tr> <tr> <td>N&D - Nail & Disk</td> <td>Set - Set 1/2" Rebar & Rebar Cap "LB 7623"</td> </tr> <tr> <td>N.R. - Non-Radial</td> <td>Typ. - Typical</td> </tr> <tr> <td>ORB - Official Records Book</td> <td>UE - Utility Easement</td> </tr> <tr> <td>P - Plat</td> <td>WM - Water Meter</td> </tr> <tr> <td>P.B. - Plat Book</td> <td>Δ - Delta (Central Angle)</td> </tr> <tr> <td>CF - Wood Fence</td> <td>○ - Chain Link Fence</td> </tr> </table>	C - Calculated	PC - Point of Curvature	CB - Concrete Block	Pg - Page	CM - Concrete Monument	PI - Point of Intersection	Conc. - Concrete	P.O.B. - Point of Beginning	D - Description	P.O.L. - Point on Line	DE - Drainage Easement	PP - Power Pole	Easmt. - Easement	PRM - Permanent Reference Monument	F.E.M.A. - Federal Emergency Management Agency	PT - Point of Tangency	FFE - Finished Floor Elevation	R - Radius	Fnd. - Found	Rac. - Radial	IP - Iron Pipe	R&C - Retain & Cap	L - Length (Arc)	Rac. - Recovered	M - Measured	Rfd. - Roofed	N&D - Nail & Disk	Set - Set 1/2" Rebar & Rebar Cap "LB 7623"	N.R. - Non-Radial	Typ. - Typical	ORB - Official Records Book	UE - Utility Easement	P - Plat	WM - Water Meter	P.B. - Plat Book	Δ - Delta (Central Angle)	CF - Wood Fence	○ - Chain Link Fence
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Authorized Agent Affidavit

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, this day personally appeared Joseph Lahr hereinafter "Owner", and Richard Vyce hereinafter "Applicant", who, being by me first duly sworn, upon oath, depose and says:

1. The Applicant is the duly authorized representative of the Owner, on the real property as described and listed on the pages attached to this affidavit and made a part of hereof.
2. That all Owners have given their full and complete permission for the Applicant to act in their behalf as set out in the accompanying application.
3. That the attached ownership list is made a part of the Affidavit and contains the legal description(s) for the real property, and the names and mailing addresses of all Owners having an interest in said land.

FURTHER Affiant(s) sayeth not.

Sworn to and subscribed before me this
31 day of December, 2024.

Fay Henry
 Notary Public
 State of Florida at Large
 My Commission Expires: 2/12/28

Joseph Lahr
 Owner



FAY HENRY
 Notary Public
 State of Florida
 Comm# HH491715
 Expires 2/12/2028

Sworn to and subscribed before me this
___ day of _____, 20__

 Owner

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Sworn to and subscribed before me this
___ day of _____, 20__

 Owner

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Sworn to and subscribed before me this
___ day of _____, 20__

 Owner

 Notary Public
 State of Florida at Large
 My Commission Expires: _____



ZONING MEMORANDUM

December 2, 2024

Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager



**Watermark PUD:
ORDINANCE 2024-012 AMENDING ORDINANCE 2022-16;
AMENDED & RESTATED Watermark PUD DEVELOPMENT AGREEMENT**

Applicant: Revels Road Investors LLC

Project Description and Background:

The Town received an application to amend the Watermark PUD zoning district (Ordinance 2022-16) and the companion development agreement to include an additional 33+/- acres of land contiguous to the southern border of the original project boundary for a net total acreage of approximately 132.21 acres. The Comprehensive Plan Future Land Use designation for all of the parcels is Medium Density Residential (MDR).

These amendments are memorialized in the proposed Ordinance 2024-012 and the Amended and Restated Watermark PUD Development Agreement. The following standards apply to the amended Agreement:

1. 225 dwelling units with lot sizes at 80 x 120 (9,600 square feet) and 70 x 120 (8,400 square feet) were previously approved and remain in effect, as they were approved prior to the August 12, 2024, Comprehensive Plan amendment that now requires a minimum lot size of 10,890 square feet in the MDR Future Land Use designation.
2. There are additional 65 dwelling units proposed which must be at least one-quarter acre (10,980 square feet) in size. The location of the one-quarter acre lots may be distributed throughout the entire development site, which the application proposes in the attached Conceptual Plan.
3. There will be a total of 290 dwelling units. The density of the project is approximately 2.19 dwelling units per acre. The maximum allowed in the MDR Future Land Use category is up to 3 dwelling units per acre, which would allow up to 396 dwelling units.

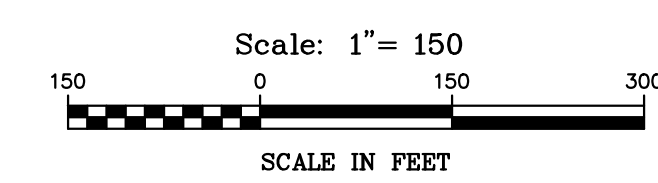
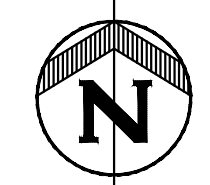


Recommendation: Approve the proposed Ordinance 2024-012 and the companion Amended and Restated Watermark PUD Development Agreement.

The proposed amendments are consistent with the intent of the original Watermark PUD, Land Development Code, and the Comprehensive Plan.

Motion Examples:

1. Recommend Town Council adopt Ordinance 2024-012.
2. Recommend Town Council deny Ordinance 2024-012 based on the following reasons due to inconsistency with the Comprehensive Plan and/or Land Development Code. [Provide specific reasons for recommendation of denial.]
3. Continue action on Ordinance 2024-012. [Provide specific reasons for continuance and identify additional items needed for consideration.]



Project Name: Watermark
 Developer Name: Revels Road Investors LLC
 210 Hangar Road
 Kissimmee, FL 34741
 407-870-0066

Owner: Revels Road Investors LLC
 210 Hangar Road
 Kissimmee, FL 34741

Legal Description: See Attached Survey
 Total Acreage: 133.37 +/- Acres
 Wetland Acreage: 1.16 +/- Acres
 Net Land Area: 132.21 +/- Acres
 Owned Land: 131.00 +/- Acres
 Vacated ROW: 2.37 +/- Acres
 Open Space Required: 33.05 Acres (132.21 x 25%)
 Percentage of Uses: 100% Residential
 Proposed Land Uses: Single Family Residential
 Residential:
 Type of Units: Single Family Residential
 PUD Number of Units Provided: 290 Lots
 Minimum Living Area: 1,600 Square Feet
 Maximum Building Height: 35'

Minimum Parking Required: 2 spaces per house
 Open Space Provided: 43.95 Acres (33.24%)
 Retention Ponds with Amenities: 5.47 Acres
 Retention Ponds: 5.07 Acres
 Parks: 4.64 Acres
 Plazas: None
 Buffers: 3.26 Acres
 Other Open Areas: 25.51 Acres
 Water Retention: +/-10.54 Acres
 Public or Civic Space: None
 Public Access: Not Gated
 Buffers:
 Buffer 1: Minimum 15' Width / 6' Wall / 1 Canopy Tree per 50'
 Buffer 2: Minimum 15' Width / 1 Canopy Tree per 50'
 Buffer 3: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'
 Buffer 4: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'
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 Buffer 7: Adjacent to Wetlands (25' Minimum)
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 Water and Sewer: Town of Howey in the Hills
 Phase 2 Park to include Pool / Cabana / Tot Lot.

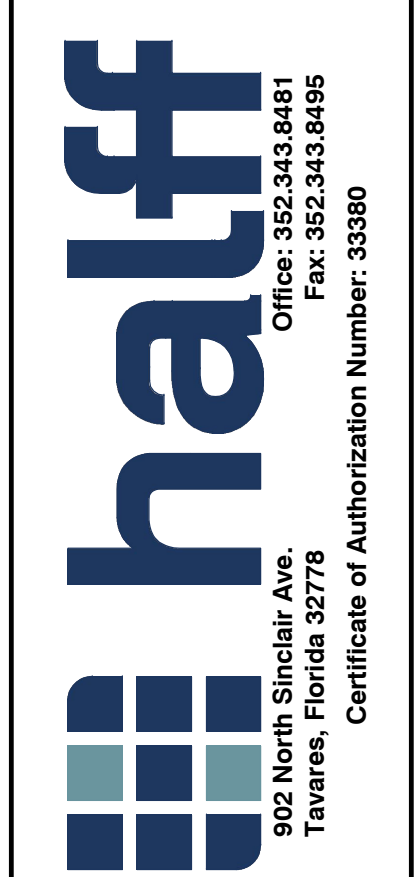
LEGEND

- *70' x 120' LOTS = 112 LOTS
 - #80' X 120' LOTS = 113 LOTS
 - MIN. 80' (1/4 AC.) LOTS = 65 LOTS
- TOTAL NUMBER OF LOTS = 290 LOTS

NO.	REVISION	DATE

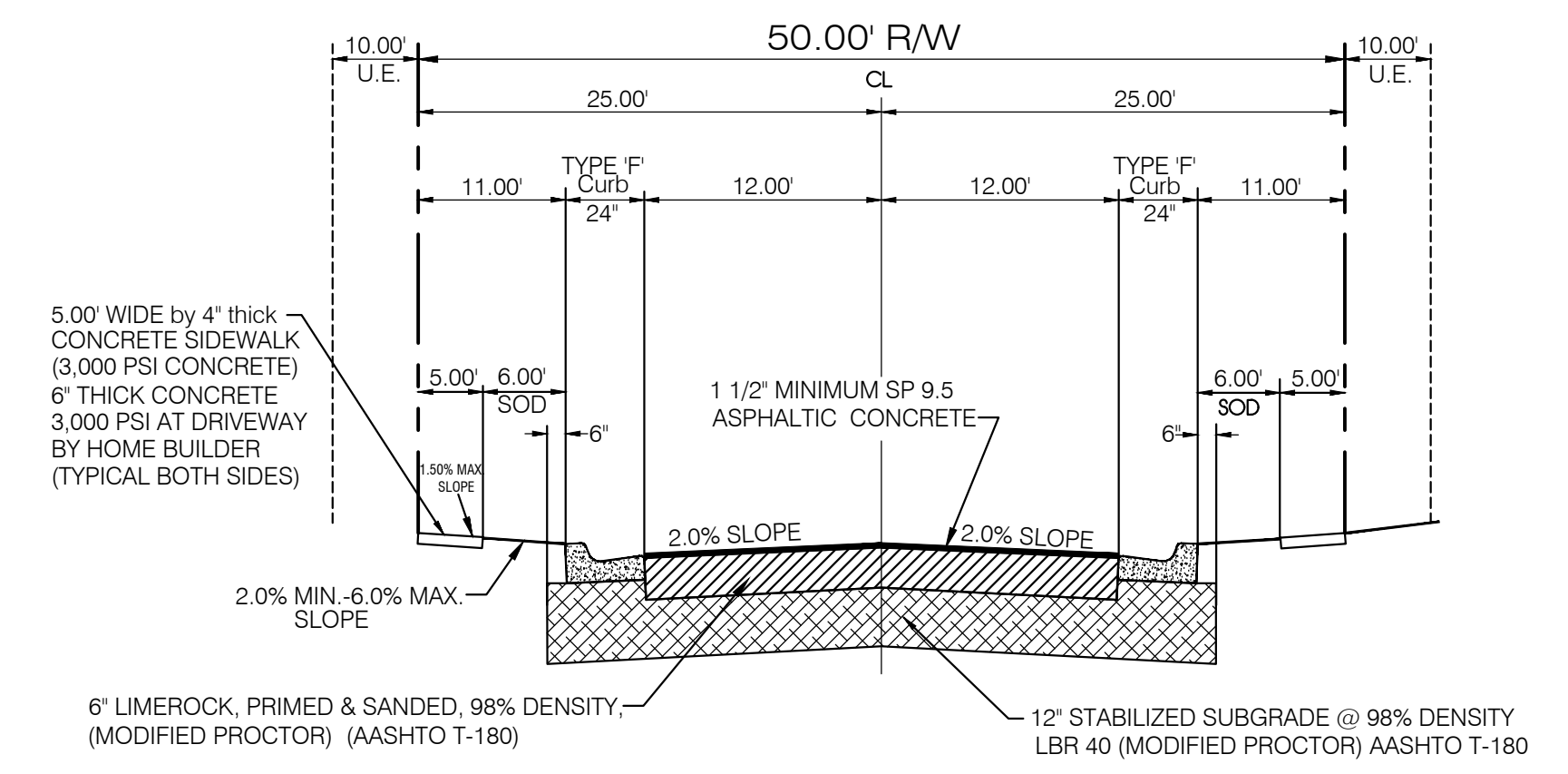
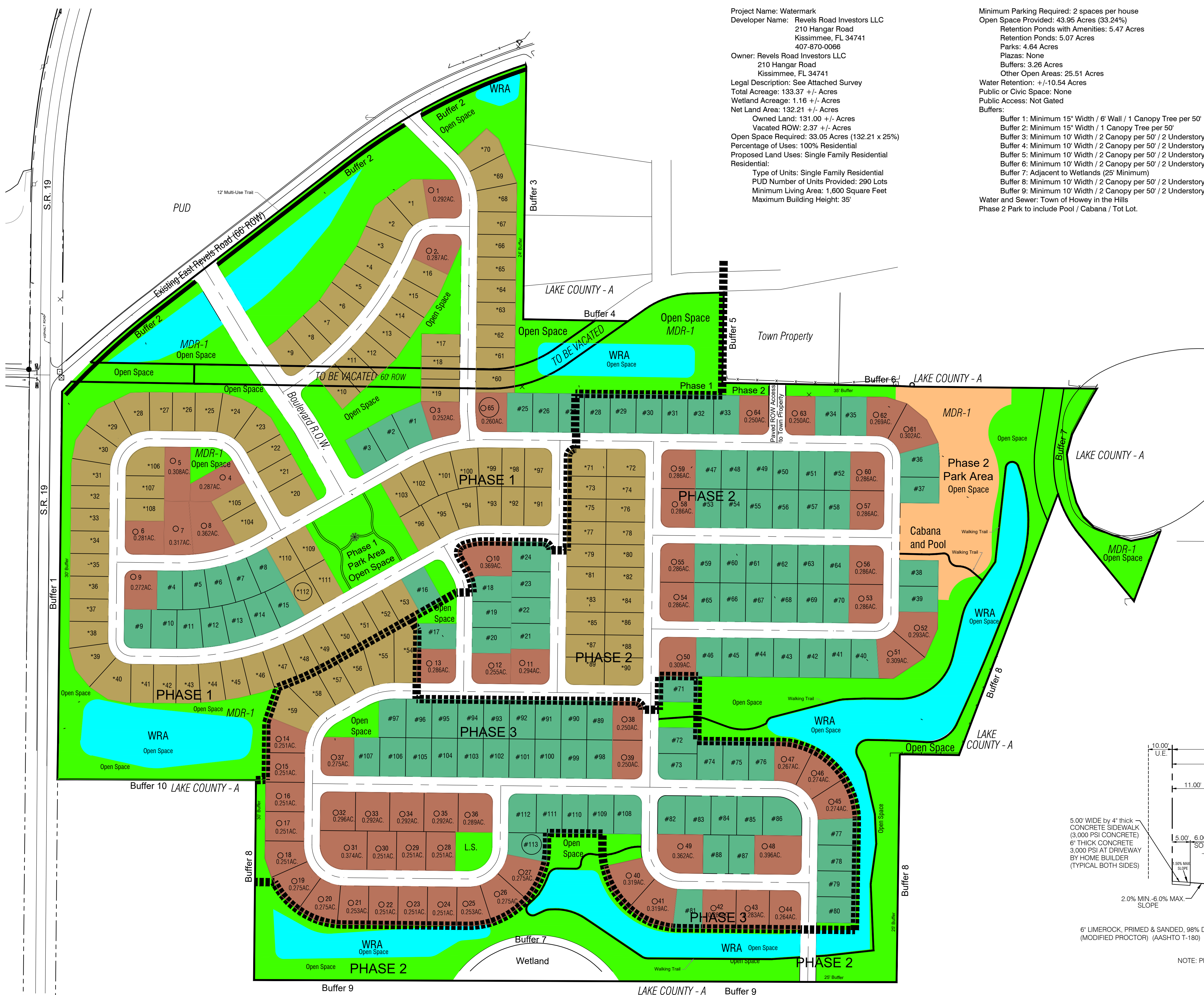
WATERMARK

CONCEPTUAL LAND USE PLAN



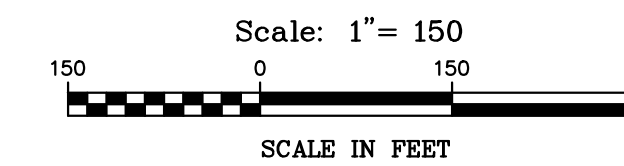
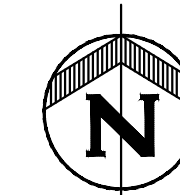
DATE:	09/17/2024
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY:	BT
JOB NO.:	45548.002
FILE NAME:	WATERMARKMAS
Sheet 1	

BRETT TOBIAS, PE
Registered Eng #69017



TYPICAL ROAD SECTION

N.T.S.



Project Name: Watermark
 Developer Name: Revels Road Investors LLC
 210 Hangar Road
 Kissimmee, FL 34741
 407-870-0066
 Owner: Revels Road Investors LLC
 210 Hangar Road
 Kissimmee, FL 34741
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NO.	REVISION	DATE

WATERMARK

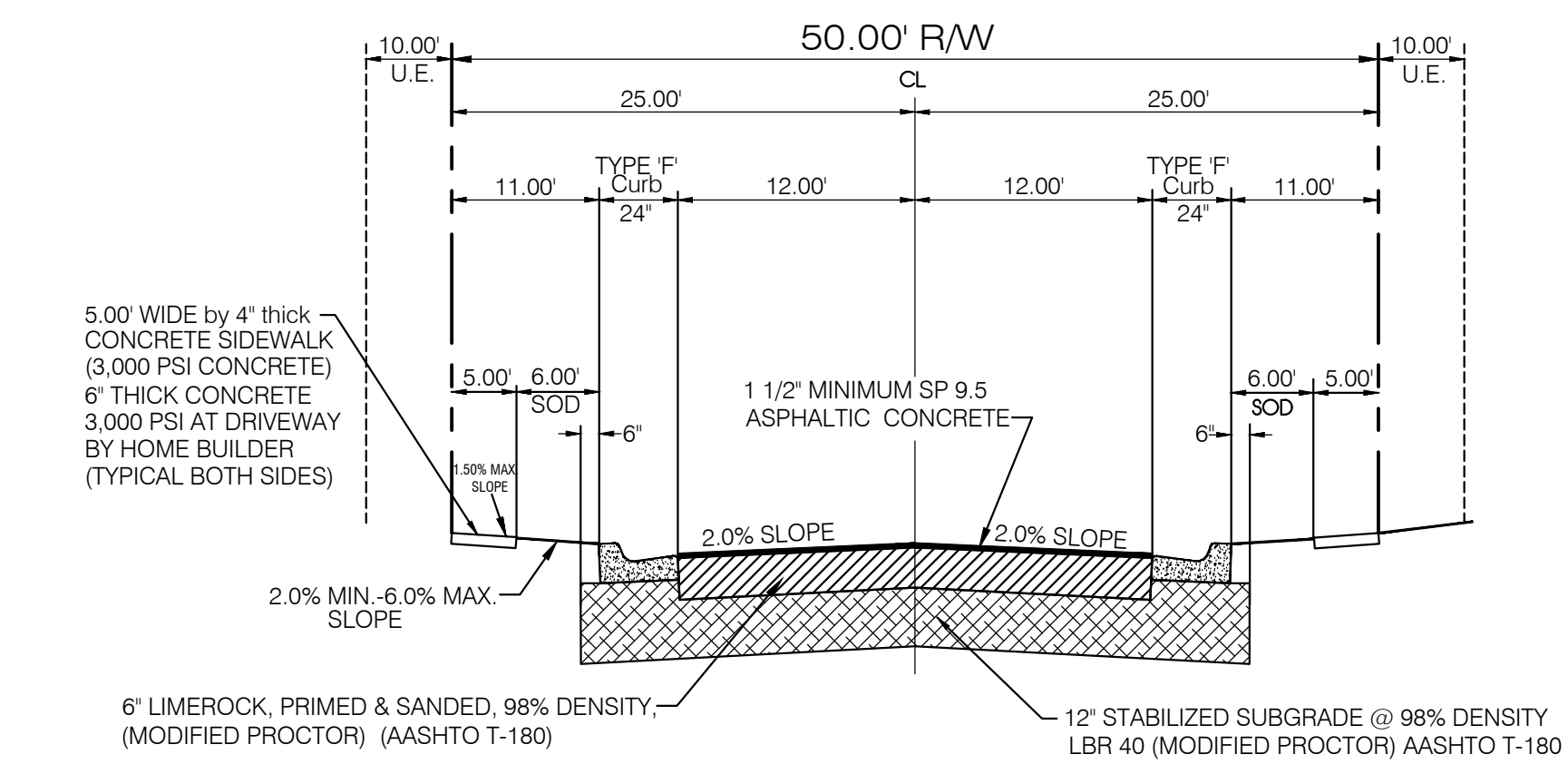
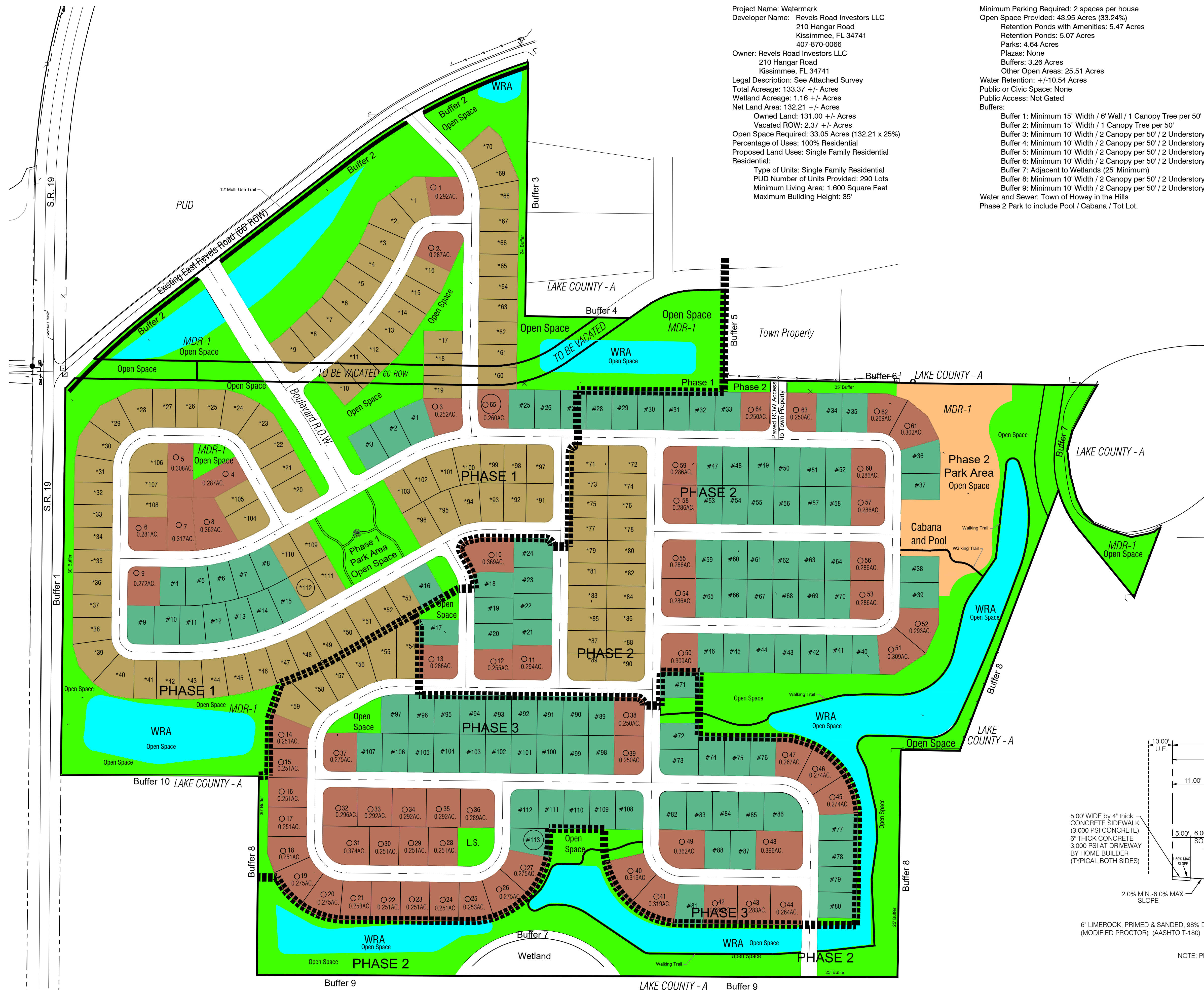
CONCEPTUAL LAND USE PLAN

Office: 352.343.8481
 Tavares, Florida 32778
 Fax: 352.343.8495
 Certificate of Authorization Number: 33380

DATE:	09/17/2024
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY:	BT
JOB NO.:	45548.002
FILE NAME:	WATERMARKMAS

Sheet 1

BRET TOBIAS, PE
 Registered Eng #69017



TYPICAL ROAD SECTION
 N.T.S.

This instrument prepared by
and should be returned to:

Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, Florida 32801

**AMENDED & RESTATED WATERMARK PUD
DEVELOPMENT AGREEMENT**

This **AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT** (“Agreement”) is made as of the _____ day of _____, 2024 (“Effective Date”), between the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation (the “Town”), and **Revels Road Investors, LLC**, a Florida limited liability company (the “Owner”).

RECITALS

A. The Developer owns approximately 132.59 acres of property, more particularly described in **Attachment A** to this Agreement (the “Property”).

B. The Property is within the corporate limits of the Town. The Town has assigned the Property a future-land-use designation of Medium Density Residential and rezoned the Property to PUD - Planned Unit Development.

C. The Owner intends to develop and use the Property for single-family residential purposes as more specifically set forth herein (“the Project”), to be known as the “Watermark PUD.”

D. On February 23, 2023, the Town and the Owner entered into the Watermark PUD Development Agreement. This Agreement shall replace all prior agreements entered into between the parties regarding the Project.

E. On August 12, 2024, the Town adopted an amendment to the Town’s Comprehensive Plan providing for, amongst other things, a reduction in the maximum density (to 3 DU/acre) for properties designated Medium Density Residential and a minimum lot size of 10,890 SF (¼ acre) for all new residential development within the Town.

F. The Town acknowledges and agrees that the Project’s density of 2.3 DU/acre meets the reduced allowable density under the Comprehensive Plan. Moreover, the Town acknowledges and agrees that a portion of the Project was previously approved for rezoning to PUD and included a maximum of 225 single-family dwelling units, which are vested from the minimum lot size requirement within the Town’s Comprehensive Plan and may be developed with the lot sizes previously approved. Whereas, any additional units beyond the original 225 units included within the Project must meet the ¼ acre (10,890 SF) lot size. The location of the lots, regardless of the

size, will not be specific to the additional acreage within the Property and may be distributed throughout the Project.

G. The Town and Owner enter into this Agreement to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Watermark PUD.

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

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

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

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

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

(b) **Phasing.** The project will be developed in three phases, as shown on the Conceptual Land Use/Preliminary Subdivision Plan. Each phase must be designed and built to operate independently with regard to traffic and utility services. Revisions to the phasing schedule shall be considered as minor amendments to this Agreement, which may be approved by Town Council with no formal amendment to this Agreement required.

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

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

(d) **Land uses.** The Conceptual Land Use Plan for the Project is contained in **Attachment B** and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes and approximately 43.95 acres of open space.

(e) **Development standards.**

Setbacks

The following setbacks shall be applied:

Front: 25 feet
Rear: 25 feet
Side: 10 feet

Wetland: 25 feet
Corner: 12.5 feet
Pool / Accessory 10 feet

Lot Size

A range of lot sizes may be provided in order to create variety and offer opportunity for different income households. The Project may consist of up to 290 total lots made up of the following unit mix:

- 70' x 120' lots – up to 112; and
- 80' x 120' lots – up to 113; and
- 80' wide with a minimum lot size of ¼ acre (10,890 SF) – a minimum of 65 lots, but may be up to and include all 290 lots.

Of the lots smaller than ¼ acre, no fewer than 50% must be 80' x 120'.

Dwelling Size

The minimum dwelling size for all single-family residences shall be 1,600 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 3,500 square feet of heated/air-conditioned space under roof.

Lot Width

The minimum lot width at building line shall be 70 feet with a minimum street frontage of 30 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 60%, to include principal dwelling, all paved areas, and swimming pools.

Height of Structures

No residential structure may exceed 35 feet in height.

Building Design

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

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

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

(f) Wetlands Buffer Requirement. No development is allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet along each wetland must be platted in a tract, to be maintained by the HOA. No development except passive recreation is permitted in wetland areas.

(g) Potable water, wastewater, and reclaimed water. For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and served by the Town's potable water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

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

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

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

2. *Wastewater.* It is intended that the Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District (“CDD”). The CDD provides “wholesale” wastewater service, that is, treatment and disposal of wastewater, for developments in the Town like the Project. The Town and the CDD are renegotiating an amended and restated agreement for the CDD to provide that “wholesale” service (the “Anticipated Wholesale Agreement”). The Owner is in the process of obtaining from the CDD a contract right for the Project to receive treatment and disposal of its wastewater at the CDD’s treatment and disposal facilities, which will be contingent on the Anticipated Wholesale Agreement.

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

3. *Town Option to Oversize Water and Wastewater Lines.* Within 180 days of the effective date of the Owner’s contract right to receive wastewater-treatment and –disposal service from the CDD, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town’s water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owner in writing of the specifications for the oversizing(s) within the 180-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

4. *Permit-Induced Costs, Restrictions, Requirements, and Risks.* Under state and federal laws and regulations, the Town may provide its potable-water and wastewater services to the Property and the Owner and its successors only if the Town first has been issued certain

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

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

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

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

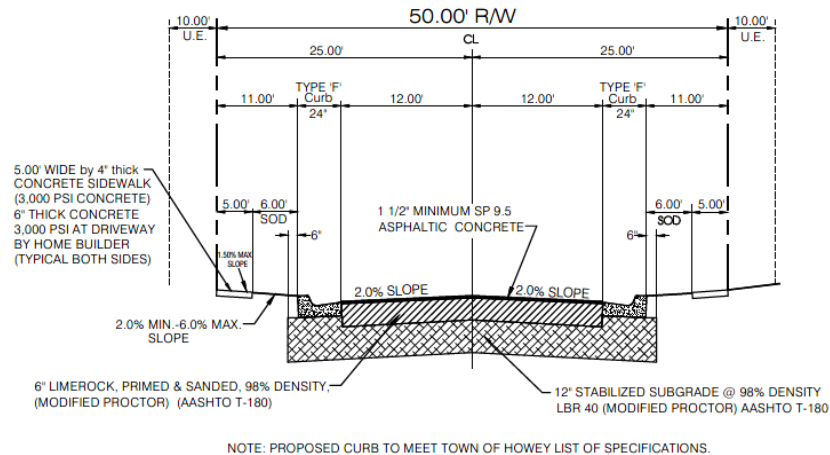
(j) **Transportation**

Street and Sidewalks

There must be two ingress and egress points to Revels Road, each a full intersection in the approximate location shown on the Conceptual Land Use Plan. Also, there must be paved access stubbed to the north line of the property at the parcel owned by the Town, as shown on the Conceptual Land Use Plan.

All streets must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. Provision must be made in the rights-of-way for underground utilities.

The roadway cross section for the internal roadways is shown below.



TYPICAL ROAD SECTION
N.T.S.

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

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A bicycle/pedestrian path with minimum width of twelve feet must be constructed along Revels Road along the length of the Property, consistent with the Town's bicycle/pedestrian plan and connecting to the proposed trailhead on SR 19 and a pathway to be built through The Reserve PUD to No. 2 Road. A minimum five-foot sidewalk must be constructed along both sides of each interior street, including along both lots and common areas. All sidewalks within rights-of-way must be dedicated to and maintained by the Town.

Transportation Concurrency and Proportionate Fair Share Mitigation

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis. If required based on that traffic study, the Owner must fund its proportionate fair share of traffic improvements along SR-19 and other key roads as concluded by the traffic study's analysis of project traffic contributing to the needed improvements.

By way of example and not limitation, transportation improvements in the vicinity of the Project may include realignment of East Revels Road or a roundabout at the intersection of SR-19 and East Revels Road. Such improvements are subject to design, permitting and engineering by the Town, approval by the Town, County or FDOT, as may be applicable and funding for construction of such improvements. The Owner will be responsible for its proportionate fair share of these improvements, consistent with the Town's Comprehensive

Plan and Florida law. Payment of the Owner’s fair share must be made in pro-rata amounts upon the issuance of each building permit.

Right of Way Vacation

The Property contains an old right of way, which must be vacated to develop the Project. The right of way vacation may occur at the time of the final plat for the applicable phase of the Project.

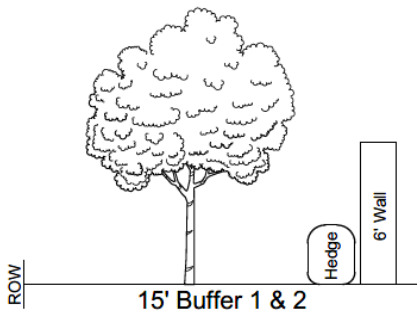
(k) **Schools.** The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

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

1. All buffer, street, and canopy trees planted at the Project will be a minimum of a 2” caliper;
2. At least one canopy tree of at least 3” DBH must be planted on each single-family lot; and
3. The equivalent of 30% of total tree-inches removed must be replaced.

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

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC. The cross section for the buffer areas is shown below.



Cross-Section of Buffers 1 and 2

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

Citrus trees are excluded from Town tree-protection requirements.

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

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

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

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

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

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

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

Section 2. Amendments. A substantial deviation from the Conceptual Land Use Plan in Attachment B or deviation from the other terms of this Agreement may occur only if approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s).

Minor amendments needed once final engineering is completed may be reviewed and approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager.

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

To Town: Sean O’Keefe, Town Manager
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
sokeefe@howey.org

With copies to: John Brock, CMC, Town Clerk
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
jbrock@howey.org

Thomas J. Wilkes, Town Attorney
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801
twilkes@gray-robinson.com

To Owner: Craig C. Harris, Manager
Revels Road Investors, LLC
210 Hangar Road
Kissimmee, FL 34741
charris@jtdlandco.com

With copies to: Chris Gardner, Manager
CKG Development and Realty, LLC
1482 Granville Drive
Winter Park, FL 32789
chris@condevfl.com

Carolyn Haslam
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
carolyn.haslam@akerman.com

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

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

been issued. Each party covenants to each other party that this Agreement is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

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

Section 7. Homeowners’ Association(s).

(a) **Association Responsibilities.** A homeowner’s association and/or a property owner’s association (“HOA”) must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

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

Section 8. Additional Requirements.

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

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

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

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

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

Section 10. Effective Date; Termination.

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

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

1. If as of the **second** anniversary of the Town’s entering into the Anticipated Wholesale Agreement an Owner’s contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this Agreement by vote of its Town Council. The vote must occur no later than (i) the **third** anniversary of the execution and recording of the Anticipated Wholesale Agreement.
2. If as of the **third** anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this Agreement by vote of its Town Council. The vote must occur no later than (i) the **fourth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first. The “CDD Contract Date” is the date on which the Owner’s contract right to treatment and disposal services by the CDD takes effect.
3. If as of the **sixth** anniversary of the CDD Contract Date no building permit for a residential unit in the second phase of the Project has been issued, the Town may terminate this Agreement by vote of its Town Council, but only as it applies to development of the second phase. The vote must occur no later than (i) the **seventh** anniversary of the CDD Contract Date or (ii) the date a building permit is issued

for a residential unit in the second phase, whichever occurs first. Termination of the Agreement for this reason will not act to preclude the Owner or its successor from completing the first phase of the Project.

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

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

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

Section 12. Authority. This Agreement is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter 166, Florida Statutes), and the Town’s Charter. This Agreement does not constitute a “development agreement” under the Florida Local Government Development Agreement Act.

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

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

[Signature pages follow]

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

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

By: its Town Council

By: _____
Hon. Graham Wells, Mayor

Attest:

By: _____
John Brock, CMC, Town Clerk

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

Thomas J. Wilkes, Town Attorney

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2024, by Graham Wells, as Mayor of the Town of Howey-in-the-Hills.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

Witnesses:

REVELS ROAD INVESTORS, LLC

By: _____
Craig C. Harris
As its Manager

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2024, by Craig C. Harris, Manager of REVELS ROAD INVESTORS, LLC, a Florida limited liability company, on their behalf.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

**Attachment A
To
AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4:

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION I, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY

LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 132.59

Attachment B
To
WATERMARK PUD DEVELOPMENT AGREEMENT

CONCEPTUAL LAND USE PLAN

[to be added]

#47805050 v24

ORDINANCE 2024-12

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; PROVIDING FINDINGS OF THE TOWN COUNCIL; AMENDING ORDINANCE 2022-16 AND THE TOWN’S OFFICIAL ZONING MAP TO INCLUDE WITHIN THE PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS WATERMARK PUD CERTAIN ADDITIONAL LANDS LOCATED TO THE SOUTH OF THE WATERMARK PUD, AS MORE PARTICULARLY DESCRIBED IN ATTACHMENT A TO THIS ORDINANCE; PROVIDING THAT THE CONDITIONS, REQUIREMENTS, RESTRICTIONS, AND OTHER TERMS IN ORDINANCE 2022-16 GOVERN THE USE AND DEVELOPMENT OF THE ADDITIONAL LANDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, RATIFICATION, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA:

Section 1. Findings. In enacting this ordinance, the Town Council of the Town of Howey-in-the-Hills, Florida makes the following findings and declarations:

- (1) The land described in **Attachment A**, located generally to the south of the Watermark PUD located in the southeast quadrant of the intersection of State Road 19 and Revels Road (“**Property**”), is located within the town limits of the Town of Howey-in-the-Hills;
- (2) Ordinance 2022-16 amended the Town’s Official Zoning Map to rezone the Watermark PUD, which contained 99.16 acres, from Medium Density Residential (MDR-1 and MDR-2) to Planned Unit Development.
- (3) The Property, a 33.4-acre parcel to the south of the Watermark PUD, is being added to the Watermark PUD.
- (4) The Town’s Comprehensive Plan designates the Property on the Town’s Future Land Use Map for medium density residential future land use, and current zoning of the Property is MDR-1 and MDR-2.
- (5) The owner of the Property intends to use and develop the Property for single-family residential purposes.
- (6) The Town Council finds that rezoning the Property from MDR-1 and MDR-2 to Planned Unit Development is consistent with both the Town’s Comprehensive

Plan and the Town’s Land Development Code (“LDC”) and will not adversely affect the public health, safety, and welfare of the Town.

Section 2. Amendment to the Official Zoning Map. The Town Council hereby amends the Ordinance 2022-16 and the Town’s Official Zoning Map to include and rezone the Property to Planned Unit Development so that it may be included within the Watermark PUD.

Section 3. Use and Development of the Property. Use and development of the Property under its Planned Unit Development zoning is subject to the conditions, requirements, restrictions, and other terms as set out in Ordinance 2022-16, to include the following:

- (1) This Ordinance 2024-12;
- (2) Ordinance 2022-16;
- (3) A development agreement, to be approved by Town Council and executed by the Mayor, setting forth the specific conditions, requirements, restrictions and other terms for the use and development of the Property;
- (4) The Town’s Land Development Code; and
- (5) The Town Code and all other Town ordinances governing the development of the Property.

Section 4. Severability. If any part of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, the remaining parts of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

Section 5. Conflicts. If this ordinance conflicts with other ordinances in regulation of the use and development of the Property, this ordinance shall control and supersede to the extent of the conflict.

Section 6. Ratification of Ordinance 2022-16. All provisions of Ordinance 2022-16 that are not specifically amended by this Ordinance 2024-12 are hereby ratified and remain in full force and effect.

Section 7. Codification. The amendment to the Official Zoning Map in Section 2 shall be codified and made part of the Town’s LDC and Official Zoning Map.

Section 8. Effective Date. This ordinance shall take effect upon the later of (i) its enactment by the Town Council or (ii) the date by which a development agreement for the Property has been approved by Town Council and taken effect.

[Signatures on the next page]

ENACTED AND ORDAINED this ____ day of _____, 2024, by the Town Council of the Town of Howey-in-the-Hills, Florida.

**TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA
By: its Town Council**

By: _____
_____, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY
(for use and reliance of the Town only)

John Brock
Town Clerk

Thomas J. Wilkes
Town Attorney

Planning and Zoning Meeting held _____, **2024**

First Reading held _____, **2024**

Second Reading and Adoption held _____, **2024**

Advertised _____, **2024**, _____, **2024**
and _ _____, **2024**

**Attachment A
to
Ordinance 2024 - 12**

LEGAL DESCRIPTION

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Additional Acreage: 33.4

Town of Howey-in-the-Hills Business

Impact Estimate

Proposed ordinance's title/reference: **ORDINANCE 2024-12**

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; PROVIDING FINDINGS OF THE TOWN COUNCIL; AMENDING ORDINANCE 2022-16 AND THE TOWN'S OFFICIAL ZONING MAP TO INCLUDE WITHIN THE PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS WATERMARK PUD CERTAIN ADDITIONAL LANDS LOCATED TO THE SOUTH OF THE WATERMARK PUD, AS MORE PARTICULARLY DESCRIBED IN ATTACHMENT A TO THIS ORDINANCE; PROVIDING THAT THE CONDITIONS, REQUIREMENTS, RESTRICTIONS, AND OTHER TERMS IN ORDINANCE 2022-16 GOVERN THE USE AND DEVELOPMENT OF THE ADDITIONAL LANDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, RATIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

¹ See Section 166.041(4)(c), *Florida Statutes*.

- comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
The ordinance will include roughly 33.4 acre in the Watermark PUD, approved by Ordinance 2022-16, to be developed in accordance with the Watermark PUD Development Agreement.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:
 (a) An estimate of direct compliance costs that businesses may reasonably incur;
 (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
 (c) An estimate of the Town’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

N/A



Carolyn R. Haslam

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904

D: 407 419 8584
T: 407 423 4000
F: 407 843 6610
DirF: 407 254 4232
Carolyn.Haslam@akerman.com

October 18, 2024

VIA EMAIL

John Brock
Town Clerk for the Town of Howey-in-the-Hills
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737

Re: Watermark PUD fka Simpson Property – Updated Conceptual Plan & Development Agreement (Response to Comments Dated October 8, 2024)

Dear Mr. Brock,

Enclosed please find a revised Watermark PUD Development Agreement and conceptual plan addressing staff comments dated October 8, 2024. Additionally, below please find responses to the Town staff comments, in preparation for the upcoming Planning & Zoning meeting.

Conceptual Plan Comments

1. The conceptual plan identifies the 70 x 120 lot size as the minimum lot size for the project, there may be some confusion between the “minimum” lot and the table of lots by size that is included on the concept plan. It might be better to delete the minimum lot size note (leaving the description in the development agreement) and letting the table of lots by size carry the lot size proposal.

Response: The conceptual plan has been updated to remove the minimum lot size notes and let the lot size specifications in the conceptual plan table and Developer's Agreement text speak to this issue.

2. The concept plans calls out the maximum number of lots as 305 while 290 are proposed. Is it the intent to potentially add lots in the future depending on the detailed engineering design? Note that the absolute maximum number of potential housing units is 396 (132.21 net acres times three units per acre).

Response: The conceptual plan has been updated to remove the maximum lot count and instead include a note based on density alone (396) and lists the proposed lot count (290), which takes into consideration the shape, size and topography of the site, together with the lot dimension requirements. We have removed the "minimum lot count" language from the plans and Developer's Agreement.

3. The concept plan includes a label near the main entrance road calling out a 12-foot wide multi-use trail. The development agreement describes the trail as 10 feet wide, so these need to be coordinated. Twelve feet wide is preferred.

Response: The revised conceptual plan and Developer's Agreement show the multi-use trail size corrected to 12 feet.

4. The multi-use trail label noted above is not associated with a route on the graphic. A general alignment should be identified.

Response: The conceptual plan has been revised to show the approximate location of the multi-use trail. The multi-use trail will meet or exceed the requirements of the Town Code and will be finalized during the preliminary subdivision plan process.

5. The open space area in the south-central portion of Phase 3 offers an opportunity to create a more effective recreation opportunity for that phase. Red-Brown lot 27 and green lots 82 and 113 could be relocated to nearby open space sites to create a larger open space area directly connected to the adjacent street network. The revised open space can offer a neighborhood level recreation opportunity and provide another connection point to the walking trail network.

Response: Noted. The conceptual plan has been revised to the extent possible to relocate lots to provide for larger and more interconnected open spaces within Phase 3, including a walking trail network. Open space and recreation will meet or exceed the requirements of the Town Code and will be finalized during the preliminary subdivision plan process.

6. Labels for buffer areas 2, 7, 8 and 9 could not be located on the conceptual plan.

Response: The conceptual plan has been revised to show labels for each buffer area, including 2, 7, 8 and 9.

Development Agreement

On page 3 paragraph (d), the open space is noted as 40.20 acres. Should this be changed to 45+/- acres to conform to the area on the concept plan?

Response: The Development Agreement, as well as conceptual plan, has been revised to reflect the updated open space area provided.

Please let us know if you have any questions.

Sincerely,
Carolyn Haslam
Carolyn R. Haslam

October 6, 2024
Watermark PD Rezoning
Engineering Review Comments
Page 1

The project will need to dedicate additional right-of-way at the SE corner of SR 19 & Revels Road to provide for the construction of a future roundabout at that intersection (concept plan attached). The detailed configuration of the dedication can be addressed during the Preliminary Subdivision Plan process.



Carolyn R. Haslam

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904

D: 407 419 8584

T: 407 423 4000

F: 407 843 6610

DirF: 407 254 4232

Carolyn.Haslam@akerman.com

June 25, 2024

VIA FEDERAL EXPRESS OVERNIGHT

Mr. John Brock
Town Clerk for the Town of Howey-in-the-Hills
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737

**Re: Watermark PD Rezoning Request
(Simpson Property – Howey-in-the-Hills)**

Dear Mr. Brock,

On behalf of our client, Revels Road Investors, LLC, attached please find applications in order to amend the existing Watermark PD, in order to incorporate additional property. As part of the application package, enclosed please find the following documents:

- Pre-Application meeting form with agent affidavit
- General Land Development Application, Petition for Rezoning, and agent affidavit
- Amended PUD Developer's Agreement (Clean and Redline)
- Rezoning criteria supplemental questions narrative
- List of property owners within 300'
- Updated Survey (Signed and Sealed forthcoming)
- CD with:
 - Legal Description in word
 - Amended PUD Developer's Agreement
- Application fee of \$3,000

Your acknowledgement of this request is appreciated. If you would like any additional information, please do not hesitate to contact me.

Sincerely,

Carolyn R. Haslam

Carolyn R. Haslam

cc: Craig Harris, JTD (via email)
Enclosures

004143

Item 4.

VENDOR NO.	VENDOR NAME	CHECK NUMBER
10099	TOWN OF HOWIE-IN-THE-HILLS	4143

Trans Record	Reference	Date	Description	Gross Amount	Discount	Retainage	Previous	Balance	Net Amount
624 1	06.12.24	06/12/24	REVELS ROAD	3,000.00	0.00	0.00	0.00	0.00	3,000.00
Vendor No.				Gross Amount	Discount	Retainage	Previous	Balance	Net Amount
10099				3,000.00	0.00	0.00	0.00	0.00	3,000.00

JTD LAND COMPANY, LLC

210 HANGAR ROAD
KISSIMMEE, FL 34741
(407) 870-0066

WINTER PARK NATIONAL BANK

63-1683/631

004143

DATE	CHECK NO.	AMOUNT
06/14/24	4143	\$3,000.00

Three thousand and xx / 100 Dollars

TOWN OF HOWIE-IN-THE-HILLS

VOID AFTER 90 DAYS

PAY TO THE ORDER OF



[Signature]
AUTHORIZED SIGNATURE

Security features. Details on back

⑈004143⑈ ⑆063116834⑆ 11004082⑈



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 to the Town Clerk at Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, Florida 34737.

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

OWNER

Name: Revels Road Investors, LLC, c/o Akerman LLP
Address: 420 S. Orange Avenue, Suite 1200
City/State/Zip: Orlando, FL 32801
Phone: 407-419-8584 Fax:
E-Mail Address: carolyn.haslam@akerman.com
Contact Person: Carolyn Haslam

Name: Revels Road Investors, LLC
Address: 210 Hangar Road
City/State/Zip: Kissimmee, FL 34741
Phone: Fax:
E-Mail Address:
Contact Person:

Application Type: (Please check)

Site Plan Review Subdivision X Rezoning Comprehensive Plan Amendment Other

PROJECT INFORMATION

Tax parcel number(s): 02-21-25-0001-000-00100; 00200
Address of parcel: State Road 19; Spanish Oak Drive
Size of parcel: +/- 33.60 acres Existing Use: Agricultural
General Project Summary Rezoning property to PUD

STAFF USE ONLY
Planner's Comments/Notes:
Notifications Discussed

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



Authorized Agent Affidavit

STATE OF FLORIDA
COUNTY OF LAKE


Before me, the undersigned authority, this day personally appeared Revels Road Investors, LLC, hereinafter "Owner", and Akerman LLP, c/o Carolyn Haslam, hereinafter "Applicant", who, being by me first duly sworn, upon oath, depose and says:

1. The Applicant is the duly authorized representative of the Owner, on the real property as described and listed on the pages attached to this affidavit and made a part of hereof.
2. That all Owners have given their full and complete permission for the Applicant to act in their behalf as set out in the accompanying application.
3. That the attached ownership list is made a part of the Affidavit and contains the legal description(s) for the real property, and the names and mailing addresses of all Owners having an interest in said land.

FURTHER Affiant(s) sayeth not.


 Craig C. Harris, Manager
 Revels Road Investors, LLC

Sworn to and subscribed before me this
17 day of June, 2024


 Notary Public
 State of Florida at Large
 My Commission Expires: 8-4-2027



Owner
DAWN M. VOLKEMA
 Notary Public
 State of Florida
 Comm# HH390651
 Expires 8/4/2027

Sworn to and subscribed before me this
___ day of _____, 2024

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Owner

Sworn to and subscribed before me this
___ day of _____, 2024

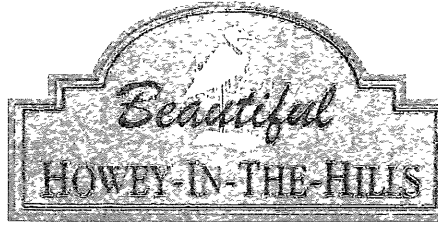
 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Owner

Sworn to and subscribed before me this
___ day of _____, 2024

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Owner



TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
GENERAL LAND DEVELOPMENT APPLICATION

101 N. Palm Avenue, Howey-in-the-Hills, Florida 34737
Phone: (352) 324-2290 • Fax: (352) 324-2126

Date Received: Application ID: Received By:

REQUESTED ACTION

- | | | |
|---|--|--|
| <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Variance | <input type="checkbox"/> Site Plan (check one below) |
| <input checked="" type="checkbox"/> PUD | <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Preliminary |
| <input type="checkbox"/> Conditional Use | <input type="checkbox"/> Subdivision Minor | <input type="checkbox"/> Final |
| <input type="checkbox"/> Land Development Code Text | <input type="checkbox"/> Other | <input type="checkbox"/> Subdivision (check one below) |
| | | <input type="checkbox"/> Preliminary Subdivision |
| | | <input type="checkbox"/> Final Subdivision |
| | | <input type="checkbox"/> Final Plat |

Describe Request: Rezoning property from MDR-1 to PUD on parcels # 02-21-25-0001-000-00100 and 00200 and amendment of PUD on parcels # 02-21-25-0001-000-03700 and 35-20-25-0150-000-01200 to incorporate additional parcels (02-21-25-0001-000-00100 and 00200)

APPLICANT INFORMATION:

Revels Road Investors, LLC c/o
Name: Akerman LLP, c/o Carolyn Haslam E-Mail: carolyn.haslam@akerman.com
Address: 420 S. Orange Avenue, Suite 1200
Orlando, FL 32801 Phone: 407-419-8584 Fax:
 Owner Agent for Owner Attorney for Owner

OWNER INFORMATION:

Owner 1
Name: Revels Road Investors, LLC
Address: 210 Hangar Road
Kissimmee, FL 34741

PROPERTY INFORMATION:

Address: State Road 19; Spanish Oak Drive

General Location: South of E. Revels Road, east of State Road 19

Current Zoning: MDR-1 and PUD

Current Land Use: Medium Density Residential

Parcel Size: +/- 118.76 acres

Tax Parcel #: 02-21-25-0001-000-00100; 00200; 03700;
35-20-25-0150-000-01200


Legal Description Attached Yes No

Survey Attached Yes No


Pre-Application Meeting Date: TBD

(Attach Pre-Application Form)

Application Fee: \$3,000.00 (Review deposit plus fee)

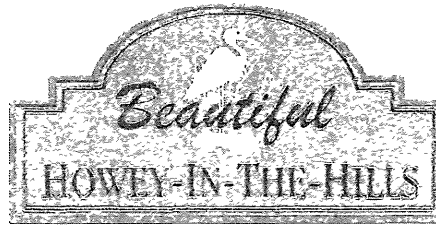
Applicant's Signature:  6/26/24
(Signature) *(Date)*

_____ Akerman LLP, c/o Carolyn Haslam
(Print)

Owner's Signature:  06/12/24
(Provide letter of Authorization) *(Signature)* *(Date)*

_____ Craig C. Harris, Manager, Revels Road Investors, LLC
(Print)

Applications must be complete to initiate the review process.



TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

PETITION FOR REZONING CHECKLIST AND REQUIREMENTS

VARIANCE APPLICATION CHECKLIST

- General Land Development Application
- Application Fee and Estimated Deposit
- Description of Requested Zoning Amendment
- List of property owners within 300 feet
- One signed and sealed survey of the property (no more than 2 years old).
- Legal Description
- Notarized Authorization of Owner (if applicant is other than owner or attorney for owner).

PUBLIC NOTIFICATION (Sec. 4.13.03)

The applicant shall provide written notice to property owners within 300 feet regarding his intention to seek a rezoning. Notice shall be sent by certified mail no later than ten (10) days prior to the scheduled meeting and shall include the date, time and place of the public hearing and a description of the proposed rezoning. A notice letter will be provided to the applicant by the Town.

In addition to written notice Town staff shall also post a notice on the subject property ten days prior to the public hearing and publish a notice of the hearing in a newspaper of general circulation at least ten (10) days prior to the public hearing.

REZONING HEARING PROCESS

The Planning and Zoning Board shall review the application for rezoning at its next available meeting following receipt of a completed application. The Planning and Zoning Board shall make a recommendation to the Town Council as to whether to approve, approve with changes or deny the rezoning. Upon receipt of the recommendation from the Planning and Zoning Board, the Town Council shall schedule a public hearing on the rezoning application and shall approve, approve with changes or deny the rezoning.

REZONING REQUEST

The applicant is seeking a rezoning of the property described in the attached legal description.

Proposed Zoning: Planned Unit Development (PUD)
Requested Zoning: Planned Unit Development (PUD)
Zoning on Adjacent Parcels: North: Town MDR
East: County A
South: County AR
West: Town VMU

Parcel Size: +/- 118.76 acres

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the Town to determine if the application complies with the criteria for approving a rezoning. Attach any supplemental information that can assist in understanding the rezoning request.

Please see the attached criteria for questions 1-7

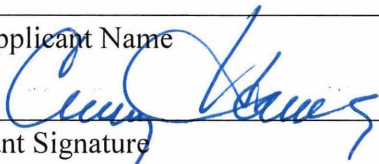

1. Is the rezoning request consistent with the Town's comprehensive plan?
2. Describe any changes in circumstances of conditions affecting the property and the surrounding area that support a change in the current zoning.
3. Will the proposed rezoning have any negative effects on adjacent properties?
4. Will the proposed rezoning have any impacts upon natural resources?
5. Will the proposed rezoning have any impacts upon adjacent properties?
6. Will the rezoning create any impacts on services including schools, transportation, utilities, stormwater management and solid waste disposal?
7. Are there any mistakes in the assignment of the current zoning classification?

Craig C. Harris, Manager, Revels Road Investors, LLC

Print Applicant Name

Applicant Signature

Date



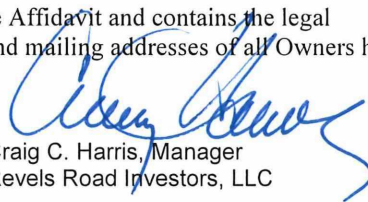
Authorized Agent Affidavit

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, this day personally appeared Revels Road Investors, LLC, hereinafter "Owner", and Akerman LLP, c/o Carolyn Haslam, hereinafter "Applicant", who, being by me first duly sworn, upon oath, depose and says:

1. The Applicant is the duly authorized representative of the Owner, on the real property as described and listed on the pages attached to this affidavit and made a part of hereof.
2. That all Owners have given their full and complete permission for the Applicant to act in their behalf as set out in the accompanying application.
3. That the attached ownership list is made a part of the Affidavit and contains the legal description(s) for the real property, and the names and mailing addresses of all Owners having an interest in said land.

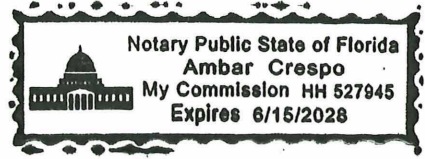
FURTHER Affiant(s) sayeth not.


 Craig C. Harris, Manager
 Revels Road Investors, LLC

Sworn to and subscribed before me this
12 day of June, 2024

Ambar Crespo
 Notary Public
 State of Florida at Large
 My Commission Expires: 06/15/2028

Owner



Sworn to and subscribed before me this
___ day of _____, 2024

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Owner

Sworn to and subscribed before me this
___ day of _____, 2024

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Owner

Sworn to and subscribed before me this
___ day of _____, 2024

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

Owner

PETITION FOR REZONING CHECKLIST AND REQUIREMENTS

Rezoning Criteria

1. Is the rezoning request consistent with the Town’s comprehensive plan?

This application for a rezoning of 33.401 acres of land currently zoned MDR-1 to Planned Unit Development (“PUD”) and an additional 80 dwelling units incorporated into the existing Watermark PUD. The application is submitted in accordance with Policy 1.2.9 of the Town’s Comprehensive Plan and Section 2.02.13 of the Town’s Land Development Code. The reason for the rezoning request is to meet market conditions and to provide housing needed in the area. According to the future land use designation of Medium Density Residential (“MDR”) applicable to the existing Watermark PUD and the additional property, up to 4 dwelling units per acre are permitted. The overall project proposes up to 305 single family detached units over +/-132.59 acres, which results in a density of 2.30 dwelling units per acre. Therefore, the rezoning and proposed development are consistent with the land use and density requirements under the Town’s Comprehensive Plan.

2. Describe any changes in circumstances of conditions affecting the property and the surrounding area that support a change in the current zoning.

According to the Bureau of Economic and Business Research (BEBR), 2023 Florida Estimates of Population, unincorporated Lake County had a 2023 population of 414,749, which was an increase of 30,793 residents, or 8% over a three year period from 2020-2023. This percentage earns Lake County a #13 ranking in BEBR’s Florida Counties by Percent Change in Population. The 2023 data for Howey-in-the-Hills specifically shows a population of 1,790, which was an increase of 147 residents over a three year period from 2020-2023. The population growth BEBR documents for Lake County and the Town has increased demand for housing to accommodate this growth. Although the Town has significant entitlements for residential development outstanding, a strong demand for housing remains.

Both the additional 80 dwelling units and the 305 single-family units proposed within the overall development subject to this rezoning request are consistent and compatible with existing single family development in the area, as previously approved by the Town, and is of similar character and development pattern in accordance with orderly and compact growth desired in the Comprehensive Plan per Policy 1.10.1.

In addition, the increased size of this development makes the project more financially viable and attractive to homebuilders and will result in a quality development.

3. Will the proposed rezoning have any negative effects on adjacent properties?

The proposed rezoning will not adversely effect the adjacent or surrounding properties as the proposed use of the site will be for residential housing, consistent with what is constructed in the area. The property surrounding the proposed development contains both large lot development and subdivision style development, such as the Venezia South subdivision to the north of the site off of S. Palm Avenue, which has 0.20 acre lots on average. Watermark is proposing 70' and 80' wide lots which is consistent with the Venezia South development previously approved by the Town.

In addition to the product type and lot size proposed by Watermark, the PUD Development Agreement outlines the phasing, design, and development standards, such as the lot sizes and setbacks, and regulations for buffering and landscaping. These standards put together as an approved and recorded development agreement will ensure there are no negative impacts to adjacent properties.

4. Will the proposed rezoning have any impacts upon natural resources?

The proposed rezoning will not have any negative impact on natural resources. Although the parcel obtaining the rezoning does contain a small amount of wetlands, the development does not propose impacting the wetland. The project will meet all requirements for buffering development from wetland jurisdictional lines. In addition, site development will follow all applicable local, state, and federal environmental standards, including related to protected and endangered species.

5. Will the proposed rezoning have any impacts upon adjacent properties?

The proposed rezoning will not adversely impact the adjacent or surrounding properties as the proposed use of the site will be for residential housing, consistent with what is constructed in the area. The property surrounding the proposed development contains both large lot development and subdivision style development, such as the Venezia South subdivision to the north of the site off of S. Palm Avenue, which has 0.20 acre lots on average. Watermark is proposing 70' and 80' wide lots which is consistent with the Venezia South development previously approved by the Town.

In addition to the product type and lot size proposed by Watermark, the PUD Development Agreement outlines the phasing, design, and development standards, such as the lot sizes and setbacks, and regulations for buffering and landscaping. These standards put together as an approved and recorded development agreement will ensure there are no negative impacts to adjacent properties.

6. Will the rezoning create any impacts on services including schools, transportation, utilities, stormwater management and solid waste disposal?

The rezoning will not adversely impact public services. The application will be reviewed by the Town, County, and School Board for analysis of capacity impacts from the proposed development on public services. Additionally, once the project is in the subdivision review process, the project will once again be reviewed for concurrency impacts from the proposed development on public services. At that time, if there are any transportation related deficiencies, for example, a proportionate fare share mitigation payment could be required with pro-rata payments required prior to building permit issuance. Should there be any school concurrency deficiencies, a similar process will be required with mitigation payment required to offset any issues.

7. Are there any mistakes in the assignment of the current zoning classification?

To our knowledge there are no mistakes in the current zoning classification. However, as demonstrated in the response to questions 1-6 above, as the needs of the community and market conditions change, the zoning needs change as well.

<u>AltKey</u>	<u>OwnerName</u>	<u>OwnerAddress</u>	<u>OwnerCity</u>	<u>OwnerState</u>	<u>OwnerZip</u>	<u>PropertyAddress</u>
3835991	ASF TAP FL I LLC	3565 PIEDMONT RD NE BLDG ONE # 200	ATLANTA	GA	30305	REVELS RD
1098149	ASF TAP FL I LLC	3565 PIEDMONT RD NE BLDG ONE # 200	ATLANTA	GA	30305	S PALM AVE
3847577	ASF TAP FL I LLC	3565 PIEDMONT RD NE BLDG ONE # 200	ATLANTA	GA	30305	S PALM AVE
3774175	AVERY RUTLEDGE J & THOMASENA O	10918 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10918 E REVELS RD
3891540	BLANDFORD JOCELYN A ND JEREMY J CHAMBERS	603 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	603 NAPOLI WAY
1255317	BREDER FERNANDO	510 E REVELS RD	HOWEY IN THE HILLS	FL	34737-3926	510 E REVELS RD
3777392	BUTTELMAN IRIS Y ET AL	23608 STATE ROAD 19	HOWEY IN THE HILLS	FL	34737	23608 STATE ROAD 19
3891541	CARLSON COURTNEY N & CHRISTOPHER W	601 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	601 NAPOLI WAY
1257921	CARROLL ALEXANDER & SHARI	10720 E REVELS RD	HOWEY IN THE HILLS	FL	34737-3905	10720 E REVELS RD
1257891	CATTARIN MATTHEW F AND WEIR MARGAUX C	11013 SIPE LN	HOWEY IN THE HILLS	FL	34737	11013 SIPE LN
3794037	CHANNELL CHARLES E & LAURA M	10738 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10738 E REVELS RD
3891539	CLINTON GEORGES & JACQUELINE E	605 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	605 NAPOLI WAY
3816765	COMTOIS KEITH G AND ALEXIS R COMTOIS	952 W MONTROSE ST	CLERMONT	FL	34711	7TH AVE
3835990	CONTOURS PROPERTY INVESTMENT GROUP LLC	PO BOX 145	ASTATULA	FL	34705-0145	1383 REVELS RD
3441621	COUTURE MARC R & SHARON J	412 E REVELS RD	HOWEY IN THE HILLS	FL	34737	412 E REVELS RD
3778198	DA SILVA LUIZ A	4880 36TH AVE SE	NAPLES	FL	34117	23526 STATE ROAD 19

1255236	DAVIS CHARLES C & HEATHER M	12043 VALLEY RD	CLERMONT	FL	34715	BELLISSIMO PL
1257778	DURHAM CHRISTOPHER & SUSAN M	23809 SUNSET DR	HOWEY IN THE HILLS	FL	34737	23809 SUNSET DR
3891542	ELDEMIRE COLIN	541 BELLISSIMO PL	HOWEY IN THE HILLS	FL	34737	541 BELLISSIMO PL
3771630	ELIZABETH ANN WALLER REVOCABLE TRUST	21823 KING HENRY AVE	LEESBURG	FL	34748	SUNSET DR
1704171	ESCH JEFFREY S	103 BLACKSTONE CREEK RD	GROVELAND	FL	34736	STATE ROAD 19
3882753	EXOTIC DIFFUSION INC	25125 TURKEY LAKE RD	HOWEY IN THE HILLS	FL	34737	23630 STATE ROAD 19
3762622	GARCIA MARIO A	1512 E CENTRAL BLVD	ORLANDO	FL	32801	SPANISH OAK DR
3778913	GRIMALDO BUSTOS ISRAEL & IRENE C GRIMALDO	510 E SWANSON ST	GROVELAND	FL	34736	STATE ROAD 19
3446160	HAUSS MICHAEL T II ET AL	13425 DELAWARE AVE	ASTATULA	FL	34705	103 SIXTH AVE
3658931	HINCKLEY PATRICIA	103 FIFTH AVE	HOWEY IN THE HILLS	FL	34737	103 FIFTH AVE
1209854	HOWEY GROVES LLC	PO BOX 1825	WINDERMERE	FL	34786-1825	SPANISH OAK DR
1209773	HOWEY GROVES LLC	PO BOX 1825	WINDERMERE	FL	34786-1825	STATE ROAD 19
1209854	HOWEY GROVES LLC	PO BOX 1825	WINDERMERE	FL	34786-1825	SPANISH OAK DR
1209587	HOWEY IN THE HILLS LTD	10165 NW 19TH ST	MIAMI	FL	33172	10132 NUMBER TWO RD
3357698	JMJ SIGNATURE GLOBAL LLC	14629 SW 104TH ST STE 355	MIAMI	FL	33186	10802 E REVELS RD
3891538	JOSEPH WHITNEY M	604 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	604 NAPOLI WAY
1257760	LILLY PAUL J & MELISSA L	23733 SUNSET DR	HOWEY IN THE HILLS	FL	34737-4226	SUNSET DR
1794633	LINDSEY LINDA D	24115 SUNSET DR	HOWEY IN THE HILLS	FL	34737	24115 SUNSET DR
1257999	MACPHEE BENJAMIN A & LAURA R TRUSTEES	21801 COUNTY ROAD 455	CLERMONT	FL	34715	10960 E REVELS RD
3501993	MAHAIR RODNEY R & LETICIA	102 SIXTH AVE	HOWEY IN THE HILLS	FL	34737-3916	102 SIXTH AVE
1082498	MAPLETOFT BEVERLY C	10948 E REVELS RD	HOWEY IN THE HILLS	FL	34737	E REVELS RD

1257964	MAPLETOFT GEORGE W & BEVERLY C	10948 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10948 E REVELS RD
3891537	MAZZARO JAMES M & SUZANNE B	602 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	602 NAPOLI WAY
1255309	MOORE GLENDA M	506 E REVELS RD	HOWEY IN THE HILLS	FL	34737	506 E REVELS RD
1255309	MOORE GLENDA M	506 E REVELS RD	HOWEY IN THE HILLS	FL	34737	506 E REVELS RD
1258006	NILES BUDDY R S & DONNA W	5364 HOLLOW CT	ORLANDO	FL	32808	SUNSET DR
3891543	PARKER CARMELITA &	539 BELLISSIMO PL	HOWEY IN THE HILLS	FL	34737	539 BELLISSIMO PL
1257972	PASCH CHARLES J JR	11040 E REVELS RD	HOWEY IN THE HILLS	FL	34737-3934	11040 E REVELS RD
1257751	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	SUNSET DR
1257930	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
2987448	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
1257981	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
1257913	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
3913771	RIVERA DAVID & ANALIZ D	552 BELLISSIMO PL	HOWEY IN THE HILLS	FL	34737	552 BELLISSIMO PL
1257956	SCHAFFER CLARENCE JR & SHELLY M	10900 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10900 E REVELS RD
3441672	SOLIVAN ALEX & LAURA	414 E REVELS RD	HOWEY IN THE HILLS	FL	34737	414 E REVELS RD
1255244	ST JEAN JOHNNY	4851 NW 20TH ST	FORT LAUDERDALE	FL	33313	600 E REVELS RD
1257948	TENNYSON CHASE R & CHRISTINA M	10822 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10822 E REVELS RD
3891723	TOWN OF HOWEY IN THE HILLS	PO BOX 128	HOWEY IN THE HILLS	FL	34737-0128	S PALM AVE
1257727	TOWN OF HOWEY IN THE HILLS	PO BOX 128	HOWEY IN THE HILLS	FL	34737-0128	E REVELS RD

1209862	TURAY FAMILY TRUST	31808 HALFWAY CT	SORRENTO	FL	32776	23637 STATE ROAD 19
3894318	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3891727	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	BELLISSIMO PL
3894308	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3891718	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	BELLISSIMO PL
3894311	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3891711	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3894316	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3894313	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	FIFTH AVE
1780853	WILLIAMS GEORGE E & MELANIE D	23710 STATE ROAD 19	HOWEY IN THE HILLS	FL	34737	23710 STATE ROAD 19

This instrument prepared by
and should be returned to:

Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, Florida 32801

**AMENDED & RESTATED WATERMARK PUD
DEVELOPMENT AGREEMENT**

This **AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT** (“Amendgreement”) is made as of the _____ day of _____, 2024~~3~~ (“Effective Date”), between the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation (the “Town”), and **Revels Road Investors, LLC**, a Florida limited liability company (the “Owner”).

RECITALS

A. The Developer owns approximately 99.19132.59 acres of property, more particularly described in Attachment A to this AgreementAmendment (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 Medium Density Residential and rezoned the Property to PUD - Planned Unit Development.

C. The Owner intends to develop and use the Property for single-family residential purposes as more specifically set forth herein (“the Project”), to be known as the “Watermark PUD.”

D. On February 23, 2023, the Town and the Owner entered into the Watermark PUD Development Agreement. This Amendment shall replace any prior agreements entered into between the parties regarding the Project.

E. The Town and Owner enter into this AgreementAmendment to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Watermark PUD.

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

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

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

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

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

(b) **Phasing.** The project will be developed in ~~two~~three phases, as shown on the Conceptual Land Use/Preliminary Subdivision Plan. Each phase must be designed and built to operate independently with regard to traffic and utility services. Revisions to the phasing schedule shall be considered as minor amendments to this AgreementAmendment, which may be approved by Town Council with no formal amendment to this AgreementAmendment required.

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

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

(d) **Land uses.** The Conceptual Land Use Plan for the Project is contained in **Attachment B** and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes and approximately ~~29.95~~ 40.20 acres of open space.

(e) **Development standards.**

Setbacks

The following setbacks shall be applied:

Front:	25 feet
Rear:	25 feet
Side:	10 feet

Wetland:	25 feet
Corner:	12.5 feet
Pool / Accessory	10 feet

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. Minimum lot size will be 70' x 120'. The Project may consist of up to ~~305225~~ total lots of 70' x 120' and 80' x 120'. No fewer than fifty percent (50%) of the lots must be 80' x 120'.

Dwelling Size

The minimum dwelling size for all single-family residences shall be 1,600 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 3,500 square feet of heated/air-conditioned space under roof.

Lot Width

The minimum lot width at building line shall be 70 feet with a minimum street frontage of 30 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 60%, to include principal dwelling, all paved areas, and swimming pools.

Height of Structures

No residential structure may exceed 35 feet in height

Building Design

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

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

- Housing styles, shapes and materials shall meet the Towns Land Development Regulations.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness shall be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.

- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
- Each exterior wall for a single-family home must be a minimum of two materials and a minimum of two colors. Primary facades must have one base color and a complementary wall material may be used to meet the second color requirement.
- Block face restrictions may be reduced to 300 linear feet. The same house model may not be used more than three times within a single block face. For purposes of this requirement, a different house model is a different floor plan, not the same floor plan flipped in a different direction and not the same floor plan with a different exterior treatment.

(f) **Wetlands Buffer Requirement.** No development is allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet along each wetland must be platted in a tract, to be maintained by the HOA. No development except passive recreation is permitted in wetland areas.

(g) **Potable water, wastewater, and reclaimed water.** For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and served by the Town’s potable-water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

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

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

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

2. *Wastewater.* It is intended that ~~the~~ Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District (“CDD”). In order to provide service to the Property, the

Town and the CDD must enter into a new agreement wherein which the CDD agrees to sell wastewater service capacity to the Town on a wholesale basis for certain developments inside Howey's 180 Service Area, including the Developer's Property (the "Anticipated Wholesale Agreement"). The Owner is in the process of must-obtaining from the CDD a contract right for the Project to receive treatment and disposal of its wastewater at the CDD's treatment and disposal facilities, which will be contingent on the Anticipated Wholesale Agreement.

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

3. *Town Option to Oversize Water and Wastewater Lines.* Within 180 days of the effective date of the Owner's contract right to receive wastewater-treatment and –disposal service from the CDD, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town's water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owners in writing of the specifications for the oversizing(s) within the 180-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

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

5. *Reclaimed Water.* The Owner must install reclaimed water lines as required by the Town's Code of Ordinances, and shall obtain reclaimed-water service for the Project when the Town constructs reclaimed-water lines to the Project's boundaries. Until such time as the Town

supplies reclaimed water, the Owner and its successors shall use the reclaimed water lines to irrigate properties within the Project boundaries, but only with stormwater from on-site stormwater-retention ponds or with sources other than potable water as may be approved by the Town. Except for installation of reclaimed lines at the time of development as noted above, connection to reclaimed water after the development of the Project may not result in additional costs to the Owner or developer.

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

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

(j) Transportation

Street and Sidewalks

There must be two ingress and egress points to Revels Road ~~and one ingress/egress point to Lake County A~~, each a full intersection in the approximate location shown on the Conceptual Land Use Plan. Also, there must be paved access stubbed to the north line of the property at the parcel owned by the Town, as shown on the Conceptual Land Use Plan.

All streets must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. Provision must be made in the rights-of-way for underground utilities.

Realignment of East Revels Road must be completed as part of the first phase of the Project and approved as part of the subdivision construction plans. The realignment is a material condition of approval of the Project and this ~~Agreement~~ **Amendment**. If the realignment is not approved by FDOT substantially as shown on the Conceptual Land Use Plan, the Town may require resubmittal and further review and approval, as a major amendment, of a revised Conceptual Land Use Plan.

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

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A bicycle/pedestrian path with minimum width of ten feet must be constructed along Revels Road along the length of the Property, consistent with the Town's bicycle/pedestrian plan and connecting to the proposed trailhead on SR 19 and a pathway to be built through The Reserve PUD to No. 2 Road. A minimum five-foot sidewalk must be constructed along both sides of each interior street. All sidewalks within rights-of-way must be dedicated to and maintained by the Town.

Transportation Concurrency and Proportionate Fair Share Mitigation

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis. If required based on that traffic study, the Owner must fund its proportionate fair share of traffic improvements along SR-19 and other key roads as concluded by the traffic study’s analysis of project traffic contributing to the needed improvements. Payment of the Owner’s fair share must be made in pro-rata amounts upon the issuance of each building permit.

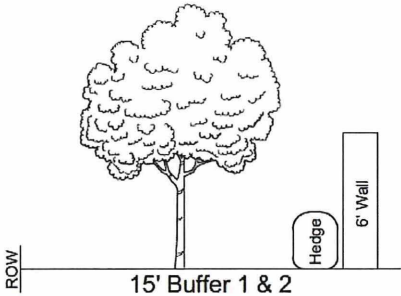
(k) Schools. The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

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

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

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

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC. The cross section for the buffer areas is shown below.



Cross-Section of Buffers 1 and 2

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

Citrus trees are excluded from Town tree-protection requirements.

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

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

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

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

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

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

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

Section 2. Amendments. A substantial deviation from the Conceptual Land Use Plan in Attachment B or deviation from the other terms of this AgreementAmendment may occur only if approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s).

Minor amendments needed once final engineering is completed may be reviewed and approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager.

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

To Town: Sean O’Keefe, Town Manager
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
sokeefe@howey.org

Field Cod

With copies to: John Brock, CMC, Town Clerk
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
jbrock@howey.org

Field Cod

Thomas J. Wilkes, Town Attorney
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801
twilkes@gray-robinson.com

Field Cod

To Owner: Craig C. Harris, Manager
Revels Road Investors, LLC
210 Hangar Road
Kissimmee, FL 34741
charris@jtdlandco.com

With copies to: Chris Gardner, Manager
CKG Development and Realty, LLC
1482 Granville Drive
Winter Park, FL 32789
chris@condevfl.com

Field Cod

Carolyn Haslam
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
carolyn.haslam@akerman.com

Field Cod

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

Section 5: Binding Effect. This AgreementAmendment runs with the land and is binding on and enforceable by and against the parties hereto and all their successors in interest. However, no Lot Owner shall have the obligations imposed on the Owner as the developer of the Project under this AgreementAmendment. 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

AgreementAmendment is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

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

Section 7. Homeowners' Association(s).

(a) **Association Responsibilities.** A homeowner's association and/or a property owner's association ("HOA") must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

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

Section 8. Additional Requirements.

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

b. **Conveyances to the Town.** Property dedicated or otherwise conveyed to the Town under this AgreementAmendment must be free and clear of encumbrances unless and to the extent an encumbrance is acceptable to the Town. Encumbrances discovered after the Effective Date of

this AgreementAmendment must be removed or resolved by the Owner or its successor developer prior to dedication or conveyance of the affected property to the Town.

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

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

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

Section 10. Effective Date; Termination.

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

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

1. If as of the **second** anniversary of the Town's entering into the Anticipated Wholesale Agreement Effective Date of this Agreement an Owner's contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this AgreementAmendment by vote of its Town Council. The vote must occur no later than (i) the **third** anniversary of the Effective Date execution and recording of the Anticipated Wholesale Agreement. or (ii) ~~the CDD Contract Date, whichever occurs first. The "CDD Contract Date" is the date on which the Owner's contract right to treatment and disposal services by the CDD takes effect.~~
2. If as of the **second third** anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this AgreementAmendment by vote of its Town Council. The vote must occur no later than (i) the **third-fourth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first. The "CDD Contract Date" is the

date on which the Owner’s contract right to treatment and disposal services by the CDD takes effect.

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

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

~~3.4.~~

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

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

Section 12. Authority. This ~~AgreementAmendment~~ is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter 166, Florida Statutes), and the Town’s Charter. -This ~~AgreementAmendment~~ does not constitute a “development agreement” under the Florida Local Government Development Agreement Act.

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

Section 14. Waiver. The failure of a party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a

waiver of any party's right to insist upon strict compliance with the terms hereof. However, any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Agreement Amendment or the Town's LDC will be valid and binding against the Town only if approved by a vote of the Town Council.

[Signature pages follow]

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

TOWN OF HOWEY-IN-THE HILLS,
FLORIDA

By: its Town Council

By: _____
Hon. Martha McFarlane, Mayor

Attest:

By: _____
John Brock, CMC, Town Clerk

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

Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 202~~4~~3, by Martha McFarlane, as Mayor of the Town of Howey-in-the-Hills.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____

Witnesses:

REVELS ROAD INVESTORS, LLC

By: _____

Craig C. Harris
As its Manager

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 20243, by Craig C. Harris, Manager of REVELS ROAD INVESTORS, LLC, a Florida limited liability company, on their behalf.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

Attachment A
To
AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

~~LEGAL DESCRIPTION (PER O.R.N.T.I.C. COMMITMENT NO. 1076543)~~

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4:

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION I, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY

LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 99.49132.59

Attachment B
To
WATERMARK PUD DEVELOPMENT AGREEMENT

CONCEPTUAL LAND USE PLAN

[to be added]

#47805050 v8

This instrument prepared by
and should be returned to:

Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, Florida 32801

**AMENDED & RESTATED WATERMARK PUD
DEVELOPMENT AGREEMENT**

This **AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT** (“Amendment”) is made as of the _____ day of _____, 2024 (“Effective Date”), between the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation (the “Town”), and **Revels Road Investors, LLC**, a Florida limited liability company (the “Owner”).

RECITALS

A. The Developer owns approximately 132.59 acres of property, more particularly described in **Attachment A** to this Amendment (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 Medium Density Residential and rezoned the Property to PUD - Planned Unit Development.

C. The Owner intends to develop and use the Property for single-family residential purposes as more specifically set forth herein (“the Project”), to be known as the “Watermark PUD.”

D. On February 23, 2023, the Town and the Owner entered into the Watermark PUD Development Agreement. This Amendment shall replace any prior agreements entered into between the parties regarding the Project.

E. The Town and Owner enter into this Amendment to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Watermark PUD.

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

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

(a) General. Development of the Project and use of the Property shall be governed by this Amendment, the Town’s Comprehensive Plan, the Town’s Land Development Code (“LDC”) and Code of Ordinances (“Town Code”), and all other applicable state laws and

regulations and Town ordinances and rules. Where in conflict, the terms of this Amendment shall supersede and prevail over the LDC and Town Code, but only to the extent of the conflict.

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

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

(b) Phasing. The project will be developed in three phases, as shown on the Conceptual Land Use/Preliminary Subdivision Plan. Each phase must be designed and built to operate independently with regard to traffic and utility services. Revisions to the phasing schedule shall be considered as minor amendments to this Amendment, which may be approved by Town Council with no formal amendment to this Amendment required.

(c) Purpose. The purpose of the Watermark PUD is to:

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

(d) Land uses. The Conceptual Land Use Plan for the Project is contained in **Attachment B** and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes and approximately 40.20 acres of open space.

(e) Development standards.

Setbacks

The following setbacks shall be applied:

Front:	25 feet
Rear:	25 feet
Side:	10 feet
Wetland:	25 feet

Corner: 12.5 feet
Pool / Accessory 10 feet

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. Minimum lot size will be 70' x 120'. The Project may consist of up to 305 total lots of 70' x 120' and 80' x 120'. No fewer than fifty percent (50%) of the lots must be 80' x 120'.

Dwelling Size

The minimum dwelling size for all single-family residences shall be 1,600 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 3,500 square feet of heated/air-conditioned space under roof.

Lot Width

The minimum lot width at building line shall be 70 feet with a minimum street frontage of 30 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 60%, to include principal dwelling, all paved areas, and swimming pools.

Height of Structures

No residential structure may exceed 35 feet in height

Building Design

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

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

- Housing styles, shapes and materials shall meet the Towns Land Development Regulations.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness shall be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
- Each exterior wall for a single-family home must be a minimum of two materials and a minimum of two colors. Primary facades must have one

base color and a complementary wall material may be used to meet the second color requirement.

- Block face restrictions may be reduced to 300 linear feet. The same house model may not be used more than three times within a single block face. For purposes of this requirement, a different house model is a different floor plan, not the same floor plan flipped in a different direction and not the same floor plan with a different exterior treatment.

(f) Wetlands Buffer Requirement. No development is allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet along each wetland must be platted in a tract, to be maintained by the HOA. No development except passive recreation is permitted in wetland areas.

(g) Potable water, wastewater, and reclaimed water. For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and served by the Town’s potable-water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

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

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

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

2. *Wastewater.* It is intended that the Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District (“CDD”). In order to provide service to the Property, the Town and the CDD must enter into a new agreement wherein which the CDD agrees to sell wastewater service capacity to the Town on a wholesale basis for certain developments inside Howey’s 180 Service Area, including the Developer’s Property (the “Anticipated Wholesale Agreement”). The Owner is in the process of obtaining from the CDD a contract right for the Project to receive treatment and disposal of its wastewater at the CDD’s treatment and disposal facilities, which will be contingent on the Anticipated Wholesale Agreement.

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

3. *Town Option to Oversize Water and Wastewater Lines.* Within 180 days of the effective date of the Owner's contract right to receive wastewater-treatment and –disposal service from the CDD, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town's water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owner in writing of the specifications for the oversizing(s) within the 180-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

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

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

- (h) **Solid Waste.** Solid Waste collection shall be pursuant to Town regulations.
- (i) **Drainage.** The maintenance, repair, and replacement of the drainage system shall be the responsibility of the homeowners association(s).
- (j) **Transportation**

Street and Sidewalks

There must be two ingress and egress points to Revels Road, each a full intersection in the approximate location shown on the Conceptual Land Use Plan. Also, there must be paved access stubbed to the north line of the property at the parcel owned by the Town, as shown on the Conceptual Land Use Plan.

All streets must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. Provision must be made in the rights-of-way for underground utilities.

Realignment of East Revels Road must be completed as part of the first phase of the Project and approved as part of the subdivision construction plans. The realignment is a material condition of approval of the Project and this Amendment. If the realignment is not approved by FDOT substantially as shown on the Conceptual Land Use Plan, the Town may require resubmittal and further review and approval, as a major amendment, of a revised Conceptual Land Use Plan.

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

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A bicycle/pedestrian path with minimum width of ten feet must be constructed along Revels Road along the length of the Property, consistent with the Town's bicycle/pedestrian plan and connecting to the proposed trailhead on SR 19 and a pathway to be built through The Reserve PUD to No. 2 Road. A minimum five-foot sidewalk must be constructed along both sides of each interior street. All sidewalks within rights-of-way must be dedicated to and maintained by the Town.

Transportation Concurrency and Proportionate Fair Share Mitigation

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis. If required based on that traffic study, the Owner must fund its proportionate fair share of traffic improvements along SR-19 and other key roads as concluded by the traffic study's analysis of project traffic contributing to the needed improvements. Payment of the Owner's fair share must be made in pro-rata amounts upon the issuance of each building permit.

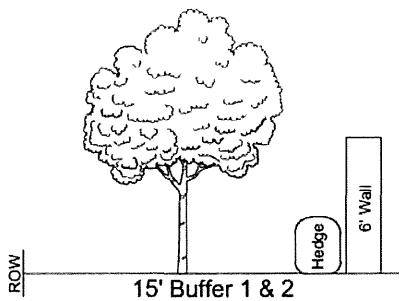
(k) Schools. The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

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

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

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

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC. The cross section for the buffer areas is shown below.



Cross-Section of Buffers 1 and 2

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

Citrus trees are excluded from Town tree-protection requirements.

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

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

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

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

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

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

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

Section 2. Amendments. A substantial deviation from the Conceptual Land Use Plan in Attachment B or deviation from the other terms of this Amendment may occur only if approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s).

Minor amendments needed once final engineering is completed may be reviewed and approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager.

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

To Town: Sean O'Keefe, Town Manager
 Town of Howey-in-the-Hills
 101 North Palm Avenue
 Howey-in-the-Hills, FL 34737
sokeefe@howey.org

With copies to: John Brock, CMC, Town Clerk
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737
jbrock@howey.org

Thomas J. Wilkes, Town Attorney
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801
twilkes@gray-robinson.com

To Owner: Craig C. Harris, Manager
Revels Road Investors, LLC
210 Hangar Road
Kissimmee, FL 34741
charris@jtdlandco.com

With copies to: Chris Gardner, Manager
CKG Development and Realty, LLC
1482 Granville Drive
Winter Park, FL 32789
chris@condevfl.com

Carolyn Haslam
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
carolyn.haslam@akerman.com

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

Section 5: Binding Effect. This Amendment runs with the land and is binding on and enforceable by and against the parties hereto and all their successors in interest. However, no Lot Owner shall have the obligations imposed on the Owner as the developer of the Project under this Amendment. 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 Amendment is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

Section 6: Negotiated Agreement. The land uses, densities, intensities, and other conditions of approval of the Project have been negotiated and agreed to by the Owner and the Town. The Conceptual Land Use Plan and this Amendment together constitute an agreement between the parties with the knowledge that the Owner’s successors in title, the future homeowners, and other

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

Section 7. Homeowners’ Association(s).

(a) **Association Responsibilities.** A homeowner’s association and/or a property owner’s association (“HOA”) must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

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

Section 8. Additional Requirements.

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

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

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

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

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

Section 10. Effective Date; Termination.

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

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

1. If as of the **second** anniversary of the Town's entering into the Anticipated Wholesale Agreement an Owner's contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this Amendment by vote of its Town Council. The vote must occur no later than (i) the **third** anniversary of the execution and recording of the Anticipated Wholesale Agreement.
2. If as of the **third** anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this Amendment by vote of its Town Council. The vote must occur no later than (i) the **fourth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first. The "CDD Contract Date" is the date on which the Owner's contract right to treatment and disposal services by the CDD takes effect.
3. If as of the **sixth** anniversary of the CDD Contract Date no building permit for a residential unit in the second phase of the Project has been issued, the Town may terminate this Amendment by vote of its Town Council, but only as it applies to development of the second phase. The vote must occur no later than (i) the **seventh** anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the second phase, whichever occurs first. Termination of the Amendment for this reason will not act to preclude the Owner or its successor from completing the first phase of the Project.
4. If as of the **eighth** anniversary of the CDD Contract Date no building permit for a residential unit in the third phase of the Project has been issued, the Town may

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

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

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

Section 12. Authority. This Amendment is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter 166, Florida Statutes), and the Town’s Charter. This Amendment does not constitute a “development agreement” under the Florida Local Government Development Agreement Act.

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

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

[Signature pages follow]

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

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

By: its Town Council

By: _____
Hon. Martha McFarlane, Mayor

Attest:

By: _____
John Brock, CMC, Town Clerk

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

Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2024, by Martha McFarlane, as Mayor of the Town of Howey-in-the-Hills.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____

Witnesses:

REVELS ROAD INVESTORS, LLC

By: _____

Craig C. Harris
As its Manager

Printed Name:

Address:

Printed Name:

Address:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2024, by Craig C. Harris, Manager of REVELS ROAD INVESTORS, LLC, a Florida limited liability company, on their behalf.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

Attachment A
To
AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4:

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT 1, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT

NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 132.59

Attachment B
To
WATERMARK PUD DEVELOPMENT AGREEMENT

CONCEPTUAL LAND USE PLAN

[to be added]

#47805050 v8

LEGAL DESCRIPTION:

PART "A"

(PER O.R.N.T.I.C. COMMITMENT NO. 1076543)

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4:

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH

PART "B"

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1498771, DATED FEBRUARY 20, 2024.

PARCEL 1:

THAT PART OF THE N 1/2 OF GOVERNMENT LOTS 1 AND 2, IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 2 RUN SOUTH 0°06'05" EAST ALONG THE EAST LINE THEREOF 1139.8 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°29'20" WEST 2668.76 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2, SAID POINT BEING HEREBY DESIGNATED AS POINT A; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTH 0°06'05" EAST ALONG THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 93.97 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 1, THENCE SOUTH 89°52'35" WEST ALONG THE SOUTH LINE OF THE N 1/2 OF SAID GOVERNMENT LOTS 1 AND 2 A DISTANCE OF 2668.54 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 2, THENCE NORTH 0°09' WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 112.04 FEET, MORE OR LESS, TO THE ABOVE DESIGNATED POINT A.

PARCEL 2:

THE NORTH 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, THE NORTHEAST 1/4 OF SOUTH 1/2 OF GOVERNMENT LOT 2, BEING LOCATED IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO DESCRIBED AS THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWO, TOWNSHIP 21 SOUTH OF RANGE TWENTY-FIVE EAST, LAKE COUNTY, FLORIDA.

AS SURVEYED

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH

LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,454,962 SQUARE FEET OR 33.401 ACRES MORE OR LESS.

LEGEND AND ABBREVIATIONS:

ABBREVIATIONS:

- ALTA AMERICAN LAND TITLE ASSOCIATION
ACSM AMERICAN CONGRESS ON SURVEYING & MAPPING
(C) CALCULATED MEASUREMENT
CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CD CHORD LENGTH
EL ELEVATION
ESMT EASEMENT
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM FEDERAL INSURANCE RATE MAP
FND FOUND
ID IDENTIFICATION
LB LICENSED BUSINESS
LS LAND SURVEYOR
(M) FIELD MEASUREMENT
NAVD NORTH AMERICAN VERTICAL DATUM
NGVD NATIONAL GEODETIC VERTICAL DATUM
NO. NUMBER
NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB OFFICIAL RECORDS BOOK
(P) PLAT MEASUREMENT
PB PLAT BOOK
PC POINT OF CURVATURE
PG(S) PAGE(S)
PI POINT OF INTERSECTION
P.O.B. POINT OF BEGINNING
POC POINT ON CURVE
P.O.C. POINT OF COMMENCEMENT
POL POINT ON LINE
PT POINT OF TANGENCY
REC RECOVERED
RLS REGISTERED LAND SURVEYOR
R/W RIGHT OF WAY
SEC SECTION

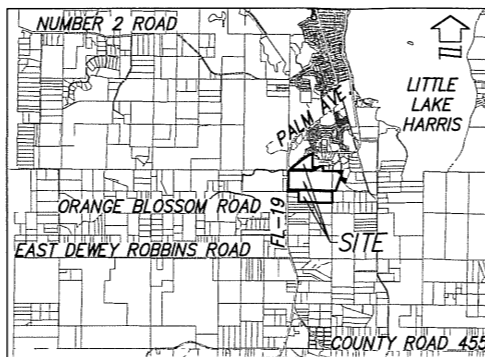
MONUMENTATION:

- Found concrete monument as noted
Found nail as noted
Found nail & disk as noted
Found iron rod & cap as noted
Found iron pipe as noted
Found iron rod as noted
Set 5/8" iron rod & cap (Dewberry LB 8011)
Control/benchmark as described

SPECIALTY LINES:

- Line break
Fence (type noted)

BOUNDARY SURVEY
-OF-
WATERMARK PUD AND THE SIMPSON PROPERTY
SECTIONS 1 & 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST
SECTIONS 35 & 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST



VICINITY MAP: NOT TO SCALE

LEGAL DESCRIPTION:

PART "A"

(PER O.R.N.T.I.C. COMMITMENT NO 1076543)

PARCEL 1

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET, THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2, THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2, THENCE RUN SOUTH 89°48'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5 PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST CORNER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

PARCEL 5

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL.

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT 1, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH

PART "B"

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1498771, DATED FEBRUARY 20, 2024.

PARCEL 1

THAT PART OF THE N 1/2 OF GOVERNMENT LOTS 1 AND 2, IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS FROM THE NORTHEAST CORNER OF SAID SECTION 2 RUN SOUTH 0°06'05" EAST ALONG THE EAST LINE THEREOF 1139.8 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN NORTH 89°29'20" WEST 2668.76 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2, SAID POINT BEING HEREBY DESIGNATED AS POINT A; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTH 0°06'05" EAST ALONG THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 93.97 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 1, THENCE SOUTH 89°52'35" WEST ALONG THE SOUTH LINE OF THE N 1/2 OF SAID GOVERNMENT LOTS 1 AND 2 A DISTANCE OF 2668.54 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 2, THENCE NORTH 0°09' WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 112.04 FEET, MORE OR LESS, TO THE ABOVE DESIGNATED POINT A

PARCEL 2

THE NORTH 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, THE NORTHEAST 1/4 OF SOUTH 1/2 OF GOVERNMENT LOT 2, BEING LOCATED IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO DESCRIBED AS THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWO, TOWNSHIP 21 SOUTH OF RANGE TWENTY-FIVE EAST, LAKE COUNTY, FLORIDA.

AS SURVEYED

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1952.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 821.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093, THENCE NORTH 00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1, THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING

CONTAINING 1,454,962 SQUARE FEET OR 33.401 ACRES MORE OR LESS.

SURVEY NOTES:

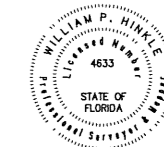
- 1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF S00°33'29"W ALONG THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE (S.R. 19) (100' R/W) PER STATE ROAD DEPARTMENT R/W MAP PROJ NO 1093. THE FOLLOWING FLORIDA PERMANENT REFERENCE STATION WAS HELD FIXED EUSTIS FPRN ARP (FLEU).
REFERENCE MONUMENTS AS FOLLOWS:
EUSTIS FPRN ARP NGS PID DQ2647, BEING AN ANTENNA REFERENCE POINT SET IN THE FOOTING OF A SMALL/MEDIUM STRUCTURE PUBLISHED N. 1641043.31' E 436979.45'
2. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY (NGS) BENCHMARK, AS DERIVED BY FROM NGS BENCHMARK Y 430 (PID AB5337), DESCRIBED AS A CONCRETE MONUMENT WITH VERTICAL CONTROL DISK STAMPED "Y 430 1994", HAVING AN ELEVATION OF 92.96 FEET (NAVD 88); AND FROM NGS BENCHMARK 2430 (PID 4338), DESCRIBED AS A CONCRETE MONUMENT WITH VERTICAL CONTROL DISK STAMPED "Z 430 1994", HAVING AN ELEVATION OF 86.88 FEET (NAVD88).
3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO 12069C0485E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "A" AND "X"
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
5. THIS SURVEY WAS NOT PREPARED WITH THE BENEFIT OF A TITLE REPORT.
6. THE RIGHT-OF-WAY SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:
*STATE ROAD DEPARTMENT R/W MAP PROJECT 1093
*1ST SUBDIVISION OF HOWEY, PLAT BOOK 5, PAGE 32
7. ALL BEARINGS AND DISTANCES ARE MEASURED (M) UNLESS OTHERWISE NOTED.
8. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION
9. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION
10. SYMBOLS SHOWN ARE NOT TO SCALE
11. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY
12. THE CLAY PIT REFERENCED IN PARCEL 2 OF THE LEGAL DESCRIPTION HAS NOT VERIFIED BY ANY DOCUMENT PROVIDED TO THIS FIRM OR BY FIELD OBSERVATIONS
13. ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
14. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON, (SUBURBAN) 1 FOOT IN 7,500 FEET.
15. PART "B" OF THE LEGAL DESCRIPTION SHOWN HEREON AS SURVEYED IS THE SAME AS THE PROPERTY RECORDED DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
16. THIS SURVEY IS SUPPORTED BY DATA CONTAINED IN FIELD BOOK 26/35-20-25, PAGES 20-32, AND 47-68
17. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
18. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, LS 4633, ON 06/21/2024 PER FAC 5J-17.062(2).

CERTIFIED TO:

JTD LAND COMPANY
REVELS ROAD INVESTORS LLC
KEATING & SCHLITT P.A

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-052, FLORIDA ADMINISTRATIVE CODE



WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER NO LS 4633

DATE

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Vertical text on the left margin: Drawing name: c:\Users\kassetteque\MyPapers\Local\Temp\k\Pubman_68268\50780602... Watermark PUD and Simpson... SHEET 1 of 1 Jun 21, 2024 1:28pm by asstetque

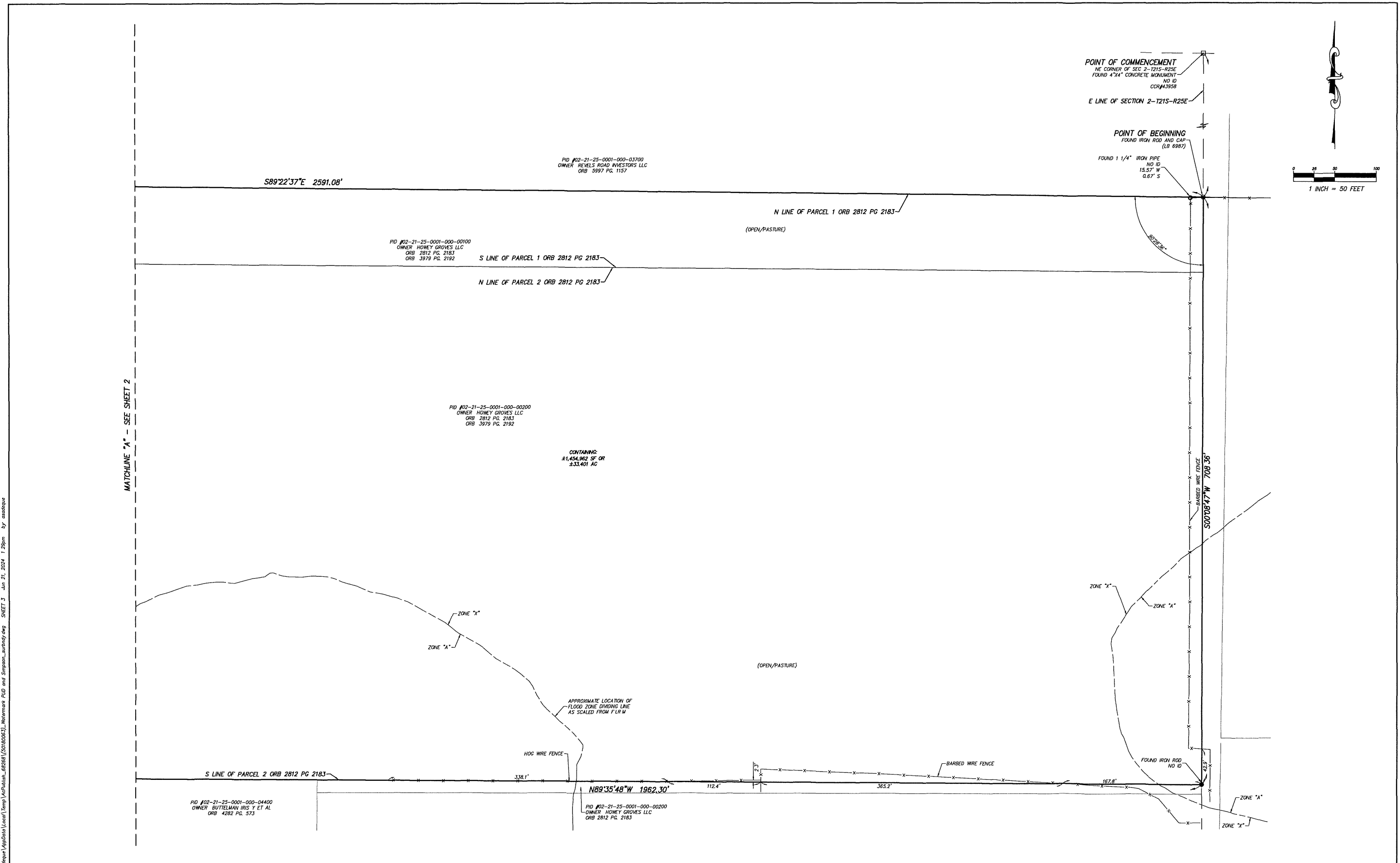
Table with columns: FB/PG, DATE, DRAWN, REVISION, CKD. Contains one row with date 06/21/2024 and revision 1.

Dewberry logo and address: 131 WEST KALEY STREET, ORLANDO, FLORIDA 32806. Phone: 321.354.9826. Fax: 407.648.9104. Website: www.dewberry.com. Certificate of Authorization No. LB 8011.

LOCATED IN SECTIONS 1 & 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND SECTIONS 35 & 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA

BOUNDARY SURVEY -FOR- JTD LAND COMPANY

Table with columns: FB/PG, FIELD DATE, PROJECT NO., DRAWING DATE, BY, APPROVED, SCALE. Values include 26/35-20-25/20-32, 47-71; 06/24/2024; PROJECT NO. 50180063; SCALE NA.



Drawing name: C:\Users\lansdowne\AppData\Local\Temp\lansdowne\lansdowne.dwg [C:\Users\lansdowne\AppData\Local\Temp\lansdowne\lansdowne.dwg] Worksheet: PLD and Simpson_sunday.dwg SHEET 3 Jun 21, 2024 1:29pm by lansdowne

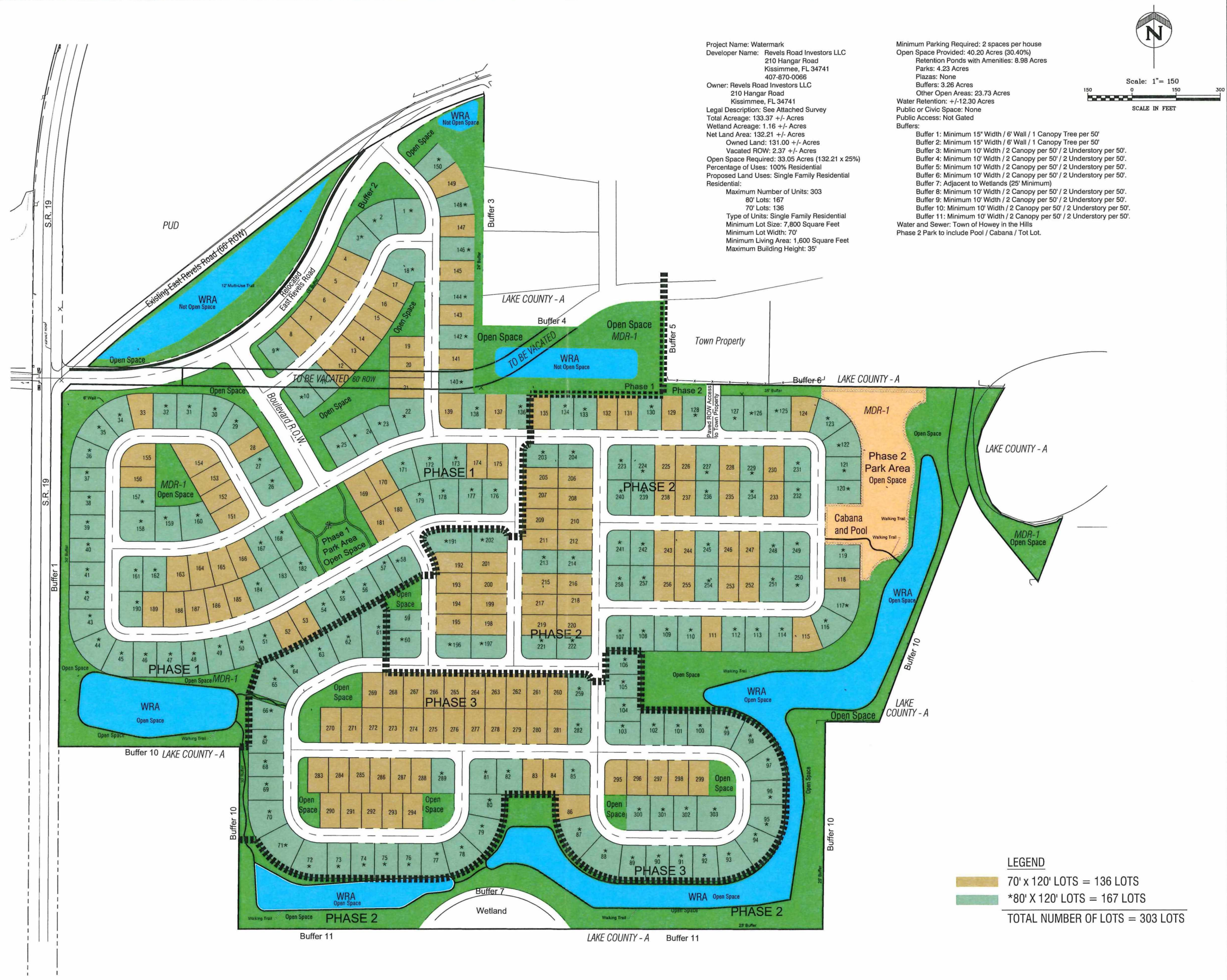
REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE 321 354 9826 FAX 407 648 9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTIONS 1 & 2,
TOWNSHIP 21 SOUTH, RANGE 25 EAST
AND SECTIONS 35 & 36, TOWNSHIP 20
SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

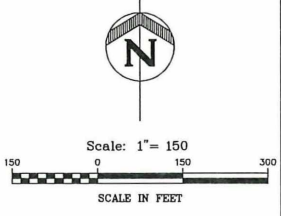
BOUNDARY SURVEY
-FOR-
JTD LAND COMPANY

FB/PG	FIELD DATE	PROJECT NO.	3 OF 4
26/35-20-25 / 20-32, 47-71	06/24/2024	50180063	
DRAWING DATE	BY	APPROVED	SCALE
06/21/2024	AS	WPH	1" = 50'



Project Name: Watermark
 Developer Name: Revels Road Investors LLC
 210 Hangar Road
 Kissimmee, FL 34741
 407-870-0066
 Owner: Revels Road Investors LLC
 210 Hangar Road
 Kissimmee, FL 34741
 Legal Description: See Attached Survey
 Total Acreage: 133.37 +/- Acres
 Wetland Acreage: 1.16 +/- Acres
 Net Land Area: 132.21 +/- Acres
 Owned Land: 131.00 +/- Acres
 Vacated ROW: 2.37 +/- Acres
 Open Space Required: 33.05 Acres (132.21 x 25%)
 Percentage of Uses: 100% Residential
 Proposed Land Uses: Single Family Residential
 Residential:
 Maximum Number of Units: 303
 80' Lots: 167
 70' Lots: 136
 Type of Units: Single Family Residential
 Minimum Lot Size: 7,800 Square Feet
 Minimum Lot Width: 70'
 Minimum Living Area: 1,600 Square Feet
 Maximum Building Height: 35'

Minimum Parking Required: 2 spaces per house
 Open Space Provided: 40.20 Acres (30.40%)
 Retention Ponds with Amenities: 8.98 Acres
 Parks: 4.23 Acres
 Plazas: None
 Buffers: 3.26 Acres
 Other Open Areas: 23.73 Acres
 Water Retention: +/-12.30 Acres
 Public or Civic Space: None
 Public Access: Not Gated
 Buffers:
 Buffer 1: Minimum 15' Width / 6' Wall / 1 Canopy Tree per 50'
 Buffer 2: Minimum 15' Width / 6' Wall / 1 Canopy Tree per 50'
 Buffer 3: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 4: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 5: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 6: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 7: Adjacent to Wetlands (25' Minimum)
 Buffer 8: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 9: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 10: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Buffer 11: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.
 Water and Sewer: Town of Howey in the Hills
 Phase 2 Park to include Pool / Cabana / Tot Lot.



WATERMARK
 CONCEPTUAL LAND USE PLAN

Office: 352.343.8481
 Fax: 352.343.8495
 902 North Sinclair Ave.
 Tavares, Florida 32778
 Certificate of Authorization Number: 33380

DATE:	03/2024
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY:	BT
JOB NO.:	45548.002
FILE NAME:	WATERMARKMAS
Sheet 1	

LEGEND
 70' x 120' LOTS = 136 LOTS
 *80' X 120' LOTS = 167 LOTS
TOTAL NUMBER OF LOTS = 303 LOTS

BRETT TOBIAS, PE
 Registered Eng #69017

Government in the Sunshine

Public Records

Ethics

Gifts

Howey-in-the-Hills P&Z Board
January 23, 2025



Overview

1. **Government in the Sunshine Law** – *Chapter 286, Fla. Stat.*
2. **Public Records Law** – *Chapter 119, Fla. Stat*
3. **Ethics, Gifts** – *Part III of Chapter 112, Fla. Stat.*



SUNSHINE LAW



SUNSHINE LAW

Applicable to:

- **Advisory boards**
- **Committees**

When such boards or committees have been delegated “**decision-making authority**” as opposed to mere “**information gathering or fact-finding authority**”.

SUNSHINE LAW

Basic requirements:

1. Meetings must be open and accessible to the public.
2. Meetings must be noticed.
3. Written minutes must be taken.

§286.011 Florida Statutes

SUNSHINE LAW

Things to remember:

- If 2 or more council/committee members need to discuss council/committee related business, a meeting must be officially noticed.
- Do not call, text or e-mail each other on town related business -- all discussions must be in an open, noticed meeting.
- You cannot have a person act as a “go-between”.
- Whispering and passing notes at a noticed meeting could be considered an unnoticed meeting if discussing town business.
- Once a meeting is adjourned, don't talk about town business on your way out of the room.
- Members of the public must be provided an opportunity to address the council/committee during the decision-making process, and **before** a decision is made.

SUNSHINE LAW

PERMISSIBLE CLOSED SESSIONS:

- *Pending* litigation [direction only 286.011(8)]



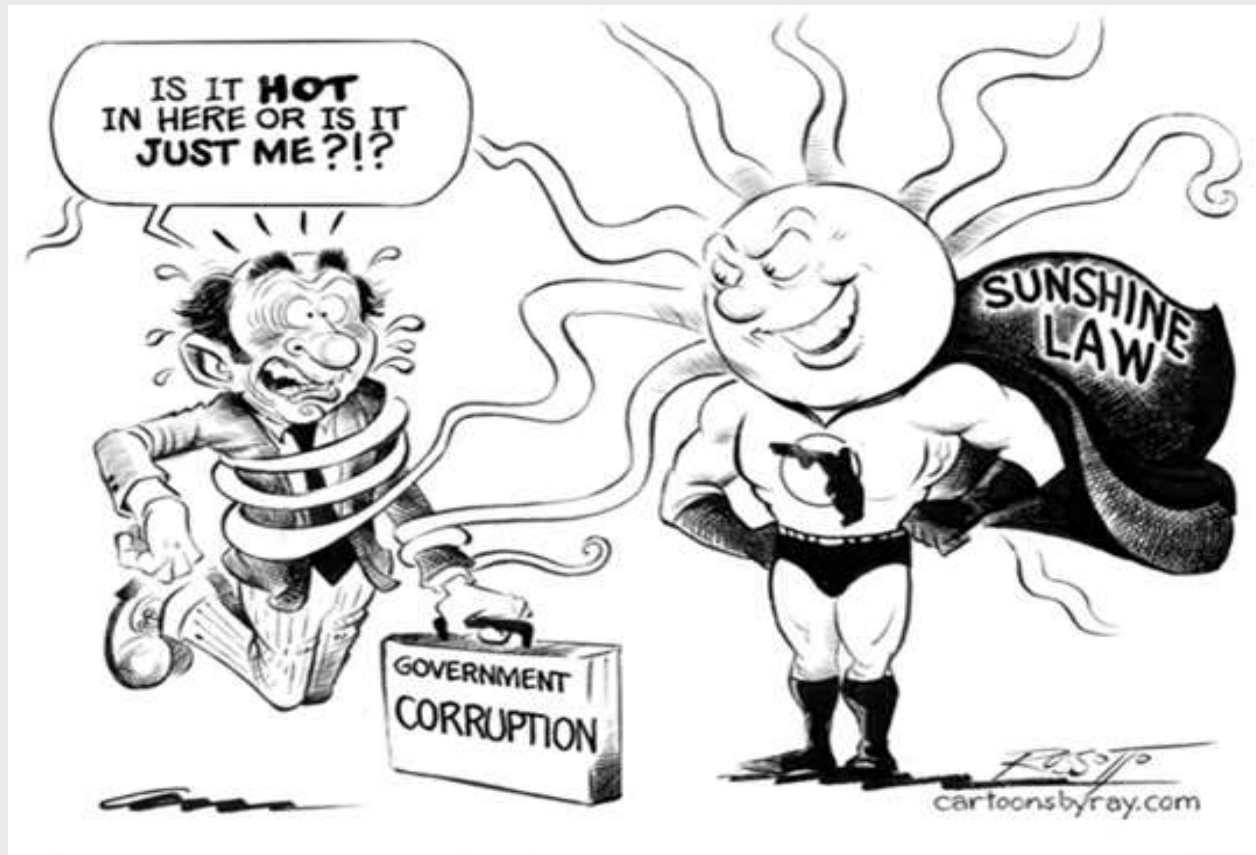
SUNSHINE LAW

City of Belle Isle “Roundtable”:

- Group of citizens and Belle Isle City Commissioners met to discuss strategy for campaigning and recruiting people to run for the Belle Isle City Commission.
- Meetings held in a commission member’s home.
- State Attorney’s office found a violation, but unclear whether charges will be brought.

SUNSHINE LAW

Questions?



PUBLIC RECORDS



PUBLIC RECORDS LAW

Applicable to records of:

- Town employees
- Town Council
- Advisory Boards
- Committees
- **All town records**



PUBLIC RECORDS LAW

Important things to know:

- Every record made or received in connection with town business.
- All elected and appointed officials and town employees must permit inspection and copying of public records.
- NOT limited to traditional written documents.
- Includes **texts** and **emails** made or received in connection with official business.
- Includes YouTube videos, Facebook posts, tapes, photographs, videos and sound recordings.



PUBLIC RECORDS LAW

Important things to know:

- Public records can only be destroyed in accordance with a specific process under state law.
- Public records must be retained for certain periods of time.
- The law applies to communications with residents, members of the public, employees, consultants, contractors and legal counsel and others involving town business, **even if it is on your private computer, laptop or phone**. It is the nature of the record – not the location.
- Purely personal e-mails are not public records, but there is no “expectation of privacy” for communications on a town owned computer.

PUBLIC RECORDS LAW

Important things to know:

- Public records include metadata.
- There is no “unfinished business” exemption – drafts and notes can be a public record.
- A public records request may be verbal, written, e-mailed, by any person at any time for any or no reason.
- You cannot require the requester to provide his or her name, and he or she does not have to say why the records are requested.
- **If you receive a public records request, let the Town Clerk know immediately.**

PUBLIC RECORDS LAW

Orange County “textgate”:

- Public-records scandal -- Orange County Mayor and Commissioners each fined \$500.00.
- 2012 political fight over a referendum for paid sick-time.
- Mayor and Commissioners exchanged texts with lobbyists and citizens opposed to the measure during a public hearing on the issue.
- Public records request was made for the texts.
- They **lost** or **deleted** the texts.
- State Attorney Jeff Ashton concluded the mayor and four commissioners had violated public records laws but **unintentionally**.

PUBLIC RECORDS LAW

Statutory exemptions:

The entire record is a public record unless there is an express statutory exemption.

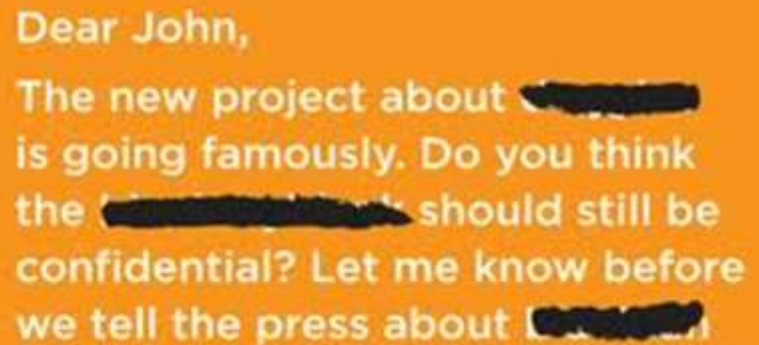
- Exemptions must be **explicitly** provided by statute.
- Exemptions must be **narrowly applied**.
- All exemptions must be **stated in writing** to a requestor.



PUBLIC RECORDS LAW

Statutory exemptions:

- Sealed bids and proposals (for a certain period of time). [119.071(1)(b), Fla. Stat.]
- Information relating to a facility's security system plans. [119.071(3)(a), Fla. Stat.]
- Building plans and drawings depicting the internal layout and structural elements of a building owned or operated by an agency. [119.071(3)(b), Fla. Stat.]
- Many more....

A screenshot of an email with a white background and a light blue border. The text is in a sans-serif font. The first line is "Dear John,". The second line is "The new project about [REDACTED]". The third line is "is going famously. Do you think". The fourth line is "the [REDACTED] should still be". The fifth line is "confidential? Let me know before". The sixth line is "we tell the press about [REDACTED]".

Dear John,
The new project about [REDACTED]
is going famously. Do you think
the [REDACTED] should still be
confidential? Let me know before
we tell the press about [REDACTED]

SUNSHINE AND PUBLIC RECORDS LAW

For violations of the law -

- **The State Attorney or a Grand Jury can be involved**
- **Private parties can sue**
- **Penalties can include:**
 - Jail time – 1 year in jail for a knowing violation
 - Fines -- \$500 for an unintentional violation
 - Attorney's fees
 - Trial
 - Nasty press coverage



PUBLIC RECORDS LAW

Questions?



ETHICS



ETHICS

Basic principle of Ethics in Florida

Legislative Intent – Part III of Chapter 112:

“It is declared to be the policy of the state that **public officers** and **employees**, state and local, are agents of the people and hold their positions **for the benefit of the public**. . . . promoting the **public interest** and maintaining the **respect** of the people in their government must be of **foremost concern**.”

ETHICS

The following is a [brief summary](#) of the Ethics Code. If you are in a situation where something may apply to you, please ask!



ETHICS

What to remember:

Do not use your position at the town to secure anything special for yourself, your family, friends, or anyone else.



ETHICS

Caution areas:

- Doing business with the town – you or your family should not do business with the town. *[Sec. 112.313(3), Fla. Stat.]*
- Secondary employment – there cannot be any conflict with your town position. You cannot take a job with a company doing business with the town. *[Sec. 112.313(7), Fla. Stat.]*
- Using information -- Don't use information (now or in the future) which you learned from your town position to gain a special advantage for you or your family or anyone else. *[Sec. 112.313(8), Fla. Stat.]*

ETHICS

Caution areas:

- Honoraria – you cannot accept a payment to speak or write for an organization. Reasonable expenses can be paid. [Sec. 112.3149, Fla. Stat.]
- Nepotism – you cannot hire, promote, or advocate for your relatives to get a job with the town. [Sec. 112.3135, Fla. Stat.]



ETHICS

GENERAL RULE ABOUT VOTING:

- You **must vote** on all Board items.
- *Unless* you have “conflict of interest” or there appears to be a “possible conflict of interest”.
[Sec. 286.012, Fla. Stat.]
- “Abstentions” are not allowed.



ETHICS

VOTING CONFLICTS:

- Must disclose if, on *any* issue, the Council's vote would benefit ... or hurt ...
 - You
 - Your relative
 - Your business partner
 - Your employer
 - Your client/customer
 - The parent company, subsidiary company, or sister company of ...
 - Your employer
 - Your client

ETHICS

VOTING CONFLICTS:

- Must not vote
- Must file Form 8B (with the Town Clerk) within 15 days after the vote
- May participate in the discussion if the conflict is first disclosed (but why would you?)



ETHICS

VOTING CONFLICTS

- **MUST** abstain:
 - conflict of interest
- **MAY** abstain:
 - appearance of a conflict of interest
- If you abstain for either reason, file Form 8B

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on the form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.266 or 163.267, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

* You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

ETHICS

Penalties (*employees, officers, candidates*):

Impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of one-third salary per month for twelve months, a civil penalty up to \$10,000, restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

ETHICS

Questions?



GIFTS



GIFTS

What is a “gift”?

- money
- real estate
- use of real estate
- tangible personal property
- intangible personal property
- use of personal property
- food or beverages
- membership dues
- transportation
- plants & flowers
- admission tickets (sports, concerts, cruises, theme parks, etc.)
- forgiveness of debt
- a preferential rate or price on a debt, loan, goods or services
- any other thing having value
- any other service having value

GIFTS

Caution areas:

- Taking gifts – taking anything of value for you or your family **over \$100** can be an ethics violation.
[Sec. 112.3148, Fla. Stat.]
- Asking for gifts – don't ask people **working with** or **associated with** town business for anything -- lobbyist, vendor, customer, or anyone doing business with the town. *[Sec. 112.313(2), Fla. Stat.]*

GIFTS

DISCLOSURE OF GIFTS BY YOU:

- Any gift which is accepted AND worth **over \$100**
- Exceptions:
 - Gifts from relatives
 - **Prohibited** gifts (*i.e.*, from lobbyists and vendors)



GIFTS

GIFTS DISCLOSED ... BY LOBBYISTS AND VENDORS:

- All gifts to you worth **over \$25**
- Disclosed quarterly ... by the lobbyist or vendor, not you



FLORIDA COMMISSION ON ETHICS

- Available for advice: ethics / gifts / financial disclosure
- Phone: 850-488-7864
- Website: www.ethics.state.fl.us

Questions?



Planning & Zoning

- **Per Code, Section 48:**
 - **Seven members (Must be Town residents, preference given to property owner applicants)**
 - **Chair & Vice-chair annually chosen in March (subject to Town Council Approval)**
 - **Three year terms**
 - **Four member quorum**
 - **Missing two meetings in a row without prior notice to the Town Clerk is an effective resignation**
 - **Missing four meetings in a calendar year (regardless of notice) is an effective resignation**

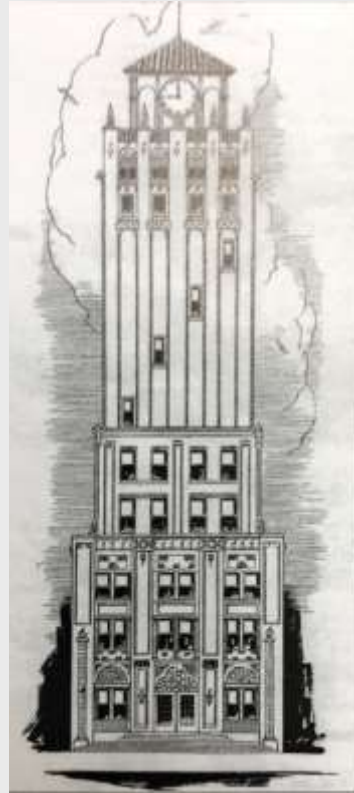
Planning & Zoning

- **What the Planning & Zoning Board is NOT**
 - The Town Planner
 - The Town Engineer
 - The Town Attorney
 - The Town Council

Planning & Zoning

- **What the Planning & Zoning Board IS**
 - **A recommending body**
 - **Intermediary review between the Development Review Committee and Town Council, with more particular knowledge of applicable code/ordinances**
 - **Maintainers of standards, even in variance**
(Variance: relaxation of terms of regulation where such [...] will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship)
 - **Shall provide reasons for disapproving plans**

Questions?



RESOLUTION 2019-001

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, ADOPTING A CODE OF CORE VALUES FOR CIVILITY AND ETHICS; PROVIDING FOR INITIAL AND ANNUAL REVIEW BY COUNCIL MEMBERS, BOARD MEMBERS AND COMMITTEE MEMBERS AND REQUIRING AN ATTESTATION STATEMENT; PROVIDING FOR REMOVAL OF BOARD AND COMMITTEE MEMBERS; PROVIDING AN EFFECTIVE DATE.

Whereas, the Town Council of the Town of Howey-in-the-Hills finds it necessary and important to adopt a code of core Values for Civility and Ethics for the elected members of the Town Council and appointed members of Town boards and committees.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, THAT:

Section 1. Adoption. The Town of Howey-in-the-Hills Code of Core Values for Civility and Ethics (the “Code of Core Values”) is hereby adopted as follows:

It is the policy of the Town of Howey-in-the-Hills to uphold, promote and demand the highest standards of civility and ethics from all of its citizens and officials, whether elected or appointed. Accordingly, members of the Town Council, Boards and Committees should maintain the utmost standards of personal honesty, civility and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and never use their Town position or powers for improper personal gain.

Implementation

The Code of Core Values for Civility and Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, the Core Values of Civility and Ethical standards shall be included in the regular orientations for the Town Council, Boards and Committees.

Code of Core Values for Civility and Ethics:

Ethics

I pledge to maintain the highest standards of professional behavior and to comply with the laws, regulations, and policies under which we operate. I shall make no promises or commitments I cannot reasonably expect to fulfill, and I shall maintain appropriate social, ethical, and organizational norms in Town related activities.

Civility

I pledge to help create an atmosphere of respect and civility where individual councilors, department heads, staff, committee and board members, and the

public are free to express their ideas and work to their full potential. I pledge to be open, consistent, truthful, and respectful in all communications, written and verbal, as this is vital for reflective and sound decision making for the Howey-in-the-Hills community.

Respect for the Individual

I respect the diversity of councilors, staff, committee members, and citizens, to provide fair and equitable treatment in all areas, and to encourage personal and professional growth. I shall recognize and value individual contributions to the Howey-in-the-Hills community, as the Town's mission and vision are pursued.

Teamwork

I shall work together with others, with mutual respect, to achieve organizational goals, recognizing that unity of purpose and effort leads to increased productivity and greater accomplishments.

Leadership

I shall lead by example, using appropriate interpersonal skills, and shall strive to maximize citizen and staff involvement to further the vision of Howey-in-the-Hills' quality community.

Creativity and Innovation

I shall strive to stimulate and appreciate new concepts and solutions suggested by all, as Howey-in-the-Hills' creative community is enriched. I shall respond efficiently and effectively to the needs of our citizens as well as to changes in our environment.

Stewardship

I shall strive to make a positive contribution to our Town and to enhance the quality of services throughout the Howey-in-the-Hills community and strive for excellence in every phase of our work. I shall work to attain our goals by optimizing the use of our energy, time and resources and consider the impact of all decisions on resources and to recognize the limitations imposed by our environment.

Section 2. Review by Town Council and Board and Committee Members. Upon taking office, and each year thereafter, the Town Clerk shall provide each Town Council member, Board Member and Committee Member a copy of the Town's Code or Core Values for review.

Section 3. Attestation Statement. Each time a Town Council member, Board Member or Committee Member receives a copy of the Code of Core Values, an attestation statement in the form attached hereto as **Attachment A** shall be signed and delivered to the Town Clerk and kept on file at Town Hall.

Section 4. Removal of Board and Committee Members. In the event that the Mayor or Town Council member becomes aware that an appointed member of a Board or Committee

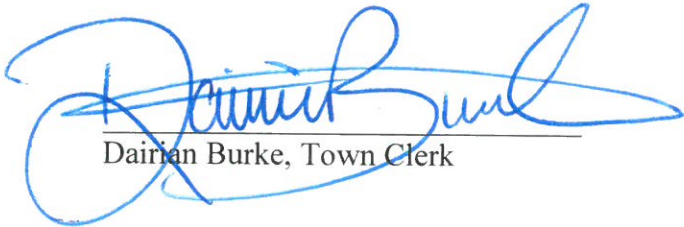
has violated the Code of Core Values, the Town Clerk shall notify the appointed individual and the Town Council may take action to remove that Board or Committee member at the next Town Council meeting.

Section 5. Conflicts. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

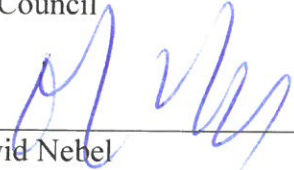
PASSED AND RESOLVED this 13th day of May, 2019, by the Town Council of the Town of Howey-in-the-Hills, Florida.

Attest:


Dairian Burke, Town Clerk

Town of Howey-in-the-Hills, Florida

By: Town Council

By: 
Mayor David Nebel

Attachment A
Form of Attestation Statement

Town of Howey-in-the-Hills
Code of Core Values for Civility and Ethics Attestation Statement

I hereby affirm by signing this Attestation Statement that:

- a. I have received a copy of the Town of Howey-in-the-Hill’s Code of Core Values for Civility and Ethics (the “Code of Core Values”) governing my service on the Town Council or Town Board or Committee;
- b. I have read and understand the Code of Core Values; and
- c. I agree to comply with the Code of Core Values and not engage in any activity in violation of the Code.

I further understand that if I am an appointed member of a Town Board or Committee that my failure to comply with the Code of Core Values may result in (i) my removal from the Board or Committee by the Town Council, or (ii) my removal from a Town Council meeting by majority vote of the other Town Council members.

Signature _____ Date _____

Print
Name _____



Town of Howey-in-the-Hills

Code of Core Values for Civility and Ethics

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Signature_____

Date_____

Print
Name_____