

This instrument prepared
by and should be
returned to:

MISSION RISE DEVELOPMENT AGREEMENT

THIS MISSION RISE DEVELOPMENT AGREEMENT (“Agreement”) is made this _____ day of _____ 2019, by and between the TOWN OF HOWEY-IN-THE-HILLS, a Florida municipal corporation (“Town”), and HANOVER LAND COMPANY, LLC, a Florida limited liability company (“Developer”).

RECITALS

WHEREAS, the Developer is the owner/contract vendee of approximately 241 acres of real property located within the Town, which is more particularly described in **Exhibit A** attached hereto (“Property”); and

WHEREAS, the Property was originally annexed into the Town in 2007 and assigned a future land use designation and zoning classification of Planned Unit Development (“PUD”); and

WHEREAS, on or about February 6, 2007, the Town approved the “Mission Rise Developer’s Agreement” for the development of a residential project on the Property, a copy of which is recorded at Book 3680, Page 721 of the Official Records of Lake County, Florida (“Original Developer’s Agreement”); and

WHEREAS, pursuant to Section 19 of the Original Developer’s Agreement, the term of the Original Developer’s Agreement was for ten (10) years, unless extended by a vote of the Town Council, and, thus, the Original Developer’s Agreement expired in February 2017; and

WHEREAS, the Developer desires to develop the Property as a single-family development consistent with the Conceptual Land Use Plan attached hereto as **Exhibit B** (the “Project”), and consistent therewith and based upon the expiration of the Original Developer’s Agreement has requested that the Town approve a new agreement for the Property as set forth herein; and

WHEREAS, the Town and the Developer desire to enter into this Agreement to govern the development of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Town and the Developer agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

2. **Authority.** This Agreement is entered into by the Town pursuant to the home rule powers granted to it by the Florida Constitution, including Article VIII, Section 2(b), thereof, the general powers conferred upon municipalities by statute and otherwise, including Chapters 163 and 166, Florida Statutes, and the Town’s Charter and Land Development Code. This Agreement does not constitute a “development agreement” pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

3. **Relationship to Land Development Code.** Except as otherwise provided herein, the Developer shall abide by and comply in all respects with the requirements of the Town’s Land Development Code, including, without limitation, those pertaining to PUDs and this Agreement. In the event of a conflict between this Agreement and the Town’s Land Development Code, however, this Agreement shall control to the extent of such conflict.

4. **Conceptual Land Use Plan.** All development of the Mission Rise PUD shall be in substantial conformance with the Conceptual Land Use Plan attached hereto as **Exhibit B**, approved by the Town concurrently herewith via Ordinance _____. Alterations to the Conceptual Land Use Plan shall be classified and processed as set forth in Section 4.10.10 of the Town’s Land Development Code.

5. **Development Standards.**

5.1. **Purpose.** The purpose of the Mission Rise PUD is to:

- A. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
- B. Develop a residential area that is safe, comfortable, and attractive to pedestrians;
- C. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
- D. Provide a network of open space; and
- E. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the Town’s population diversity may be maintained.

5.2. **Land Uses.** The Conceptual Land Use Plan for the Mission Rise PUD includes single-family detached homes, recreation, and wetlands. The approximate acreage devoted to each land use shall be as follows:

Residential:	97.36 +/- acres
Park Land:	10.28 +/- acres
Park Facilities:	2.08 +/- acres
Dry Retention/Landscape Buffers:	33.04 +/- acres
Wetlands:	61.53 +/- acres
Right of Way/Public Facilities:	37.03 +/- acres

5.3. **Residential.** The residential component of the Project shall be comprised of single-family detached homes and shall not exceed 629 units, developed in up to three (3) phases.

5.4. **Setbacks.** The following setbacks shall be applied to single-family dwelling units.

Front: 20'
 15' if dwelling has covered front porch

Rear: 10'

Side: 5' except 10' for corner lots at street side

5.5. **Lot Size.** A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. The minimum lot sizes shall be as follows; provided that, minor adjustments to lot sizes based upon site engineering will be considered as minor amendments so long as the minimum size is met:

Lot Width	Lot Depth	Lots in Phase 1	Lots in Phase 2	Lots in Phase 3	Total Lot Types
40'	115'	79	37	111	227
50'	115'	63	50	70	183
60'	115'	79	54	86	219
Total Lots Per Phase		221	141	267	629

5.6. **Dwelling Size.** The minimum dwelling size for all single-family residences shall be 1,350 square feet of heated/air-conditioned space under roof exclusive of garage, carports, and porches. A two-car garage with a

minimum of 370 square feet with approximate dimensions of 18'8" x 20' shall be provided for each single-family residence.

- 5.7. **Lot Width.** In accordance with the principle of providing diversity within the Project, a variety of lot widths shall be permitted in the range of 40' to 60'; provided, however, that the width of lots located around the perimeter of the Project as depicted on the Conceptual Land Use Plan shall consist of a minimum of 60', with the exception of Lots 276-296 which are each 50', to function as a transition from surrounding and existing development in the Town to the smaller lots to be located within the interior of the Project. The minimum lot width shall be measured at the building line. The minimum permissible lot width shall be 40' with a minimum street frontage of 20'.
- 5.8. **Lot Coverage.** Lots shall have a maximum lot coverage of 70% to include principal dwelling, all paved areas, and swimming pools.
- 5.9. **Height of Structures.** No residential structure shall exceed 35' in height.
- 5.10. **Manufactured/Modular Housing.** The Developer shall adopt deed restrictions which prohibit manufactured or modular homes on the Property. The foregoing provision shall not prohibit temporary sales centers within the Project, which may consist of manufactured or modular structures.
- 5.11. **General Building Design.** Building design will be in accordance with the Architectural Requirements of Sections 4.06.02 and 4.06.03 of the Town's Land Development Code. 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. All single-family residences shall incorporate at least four (4) of the following design features on the primary façade (*i.e.*, the front and corner facades), including garage vehicle doors, and two (2) of the following design features on the secondary facades to provide visual relief along all elevations of the single-family units: (1) dormers; (2) gables; (3) recessed or raised entries; (4) covered porch entries; (5) pillars or decorative posts; (6) eaves; (7) front windows with arched glass tops; (8) garage vehicle doors incorporating design elements such as raised decorative panels, decorative glass panels or panes, or decorative hinges; (9) front doors incorporating design elements such as raised decorative panel, decorative glass panels or panes, or decorative handles; (10) stone accents; (11) shutters; (12) board or batten siding; (13) hardy board siding; (14) raised banding; (15) craftsman style garage doors; (16) window, door, and garage mantels; (17) moldings; (18) gable vents; (19) mounting blocks; and (20) casings. Windows and doors, including garage doors, with architectural or decorative details can be used to meet two (2) of the required design features for facades, as discussed above and in the Town's Land

Development Code. In addition to the foregoing design features, all single-family residences shall also have brick paver driveways.

- 5.12. **Individual House Design.** The architectural designs of the single-family residences may vary throughout the Project; however, overall the residences will be substantially similar to the architectural design of the examples contained in **Exhibit C** attached hereto. Further, the design of the single-family residences shall conform to the following:
- A. House designs must include a variation in roof lines to be achieved by changes in roof planes and or the use of dormers, gables, or similar features. Roofs shall have eaves with a minimum dimension of twelve (12) inches and shall use asphalt, tile, or wood shingles. Metal roofs are permissible if used as part of the overall project design.
 - B. Exterior wall materials shall be wood clapboard, wood shingle, wood drop siding, Hardy board siding, brick, stone, or stucco, or a combination thereof.
 - C. Exterior wall colors cannot be all one finish and one color. Exterior painting shall include a base color and trim color; however, an alternate material may substitute for one of the exterior wall colors so long as the alternate material provides a color contrast.
 - D. Recessed garages or side entry garages shall be a required component on at least twenty percent (20%) of the single-family models offered. A garage is recessed if offset a minimum of four (4) feet from the front façade, which includes porches and roof.
 - E. Front porches measuring at least six (6) feet by ten (10) feet or a total of at least sixty (60) square feet with a different dimension shall be a required component on at least twenty percent (20%) of the models offered.
 - F. In addition to Items A through E above and consistent with Paragraph 5.11 herein, primary facades shall provide a minimum of four (4) architectural features and secondary facades shall provide a minimum of two (2) architectural features from the following list: (1) residential doors; (2) garage doors may count as one architectural feature provided the garage door includes decorative elements such as raised decorative panels, decorative glass panels or panes, decorative handles, or theme style designs such as craftsman style doors; (3) covered porches or recessed entries not meeting the requirements of Item E of this Paragraph shall qualify as an architectural feature; (4) primary facades shall

include at least one window; and (5) other architectural features shall be selected from pillars or decorative posts; shutters; raised banding, molding or casing; dormers facing the primary facade, chimneys placed on the facade; window boxes; or other decorative elements approved by the Town or as previously specified in Paragraph 5.11 herein. Landscaping features that enhance the corner façades may constitute a secondary façade feature for purposes of this Paragraph and Paragraph 5.11.

- G. The same individual floor plan and front elevation for a single-family residence shall not be repeated within three (3) homes on the same side of the street nor located across the street from the same individual floor plan and front elevation within the Project. In furtherance thereof, the Project shall offer a minimum five (5) model designs. Notwithstanding the above, the last ten percent (10%) of the lots being developed in each phase of the Project shall not be subject to the foregoing restriction on the location of the same individual floor plan and front elevation.

5.13. **Model Homes**. A combined total of nine (9) model homes between three (3) different builders shall be permitted within each phase of the Project at any given time. Additionally, the garage of any model home may be utilized as a temporary sales center during the development of the Project; provided, however, any such temporary sales center area shall be converted back to garage space prior to the conveyance and occupancy by a third party of any former model home as a residence. A model home that has been conveyed to a third party for occupancy may be replaced by a new model home, provided the foregoing numerical limitation on the total combined number of model homes by different builders within the Project is not exceeded.

5.14. **Entry Features & Amenities**. The entry features to the Project, as well as the amenity buildings within the Project, will adhere to a Mediterranean Revival architectural style or theme to be consistent with the Mission Inn design concept.

6. **Park Facilities and Open Space**. A minimum of 2.08 acres shall be provided for park facilities in the approximate locations indicated on the Conceptual Land Use Plan. The park facilities shall provide a variety of facilities ranging from active play areas to informal park areas. In addition to the park facilities, a minimum of 83.36 acres of open space shall be provided within the development site. The open space shall include, but not be limited to, project buffer areas, drainage areas, retention areas, and landscaped areas. While the onsite wetlands will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

7. **Waterfront and Wetlands Buffer Requirement.** No development shall be allowed within jurisdictional wetlands on the Property. An average upland buffer of 25' shall be provided and maintained by the homeowners' or property owners' association(s) for the Mission Rise PUD. No development, except passive recreation and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland areas.

8. **Phasing.** The Project may be constructed in up to three (3) phases, as generally depicted on the Conceptual Land Use Plan. Each phase shall be developed in conformance with this Agreement and generally consistent with the Conceptual Land Use Plan. A phase shall function as a fully planned unit with utilities, drainage, access and other elements that will allow the phase to function as a fully-developed community unit should subsequent phases not be constructed. The development program for each phase depicted on the Conceptual Land Use Plan is proposed, and the actual development per phase may be less or more due to market demands, provided the total development program does not exceed the approved maximum of 629 dwelling units. Up to 10% of the homes in a phase may be constructed upon the availability of stabilized access and fire suppression.

9. **Public Facilities.**

9.1. **Potable Water and Wastewater.** The Project shall be connected to the Town's Potable Water and Sanitary Sewer System prior to any Certificate of Occupancy being issued for any residential structure (except temporary construction uses) on the Property. Re-use lines shall be installed for irrigation of single-family residential lots. Irrigation of common areas within the Project, however, may utilize and be connected to an on-site irrigation well or wells.

9.2. **Solid Waste.** Solid Waste collection shall be pursuant to the Town's regulations, as amended from time-to-time.

9.3. **Drainage.** The Developer shall be responsible for installing stormwater drainage for streets and public rights-of-way to the Project's private stormwater management systems/ponds as part of the subdivision improvements. The public rights-of-way shall be permitted to drain into the Project's private stormwater management system/ponds in accordance with the approved construction plans. Maintenance of the foregoing drainage system shall be the responsibility of the homeowners' or property owners' association(s) for the Mission Rise PUD. The Developer shall grant the Town a non-exclusive access easement to the stormwater management ponds, either on the plat for the Project or in an enforceable legal document, to allow the Town, its authorized agents and employees, to inspect, observe, and repair such stormwater facilities as deemed necessary or in the event of an emergency.

9.4. **Impact Fee Credits.** The Developer shall be entitled to receive impact fee credits toward the Project from the Town equal to fifty percent (50%) of the cost incurred for the off-site water line extensions to be undertaken

by the Developer in conjunction with the Project. Said impact fee credits shall be distributed evenly among the three (3) phases of the Project.

10. **Transportation.** There will be a minimum of six (6) planned ingress and egress points for the Project. The planned ingress and egress points shall be in the approximate locations shown on the Conceptual Land Use Plan. All two-way streets shall have a 50' right-of-way with a minimum 24' pavement and curb width. Provision shall be made for underground utilities. One-way streets shall have a 40' right-of-way with a minimum 14' pavement. All portions of the development shall be accessible by a system of pedestrian facilities, as provided herein, and the development shall provide appropriate pedestrian amenities. The Developer further agrees to dedicate the necessary right-of-way for Number Two Road to Lake County.

11. **Intersection & Roadway Improvements.**

- 11.1. **SR 19 & Project Entrance.** The Developer, at its expense, shall construct turn lane improvements on State Road 19 at the entrance to the Project. The construction of such improvements shall be undertaken in conjunction with the construction of the subdivision plat improvements for Phase 1 of the Project.
- 11.2. **SR 19 & Orange Blossom Road.** The Developer, at its expense, shall construct turn lane improvements on State Road 19 at Orange Blossom Road, which shall consist of the addition of a northbound left turn lane and a southbound right turn lane. The foregoing improvements shall be completed by the start of Phase 2 of the Project.
- 11.3. **Revels Road.** The Developer, at its expense, shall improve Revels Road to Town standards between the Project boundary and Orange Blossom Road. The foregoing roadway improvements shall be undertaken in conjunction with the construction of the subdivision plat improvements for Phase 2 of the Project.
- 11.4. **Number Two Road.** The Developer, at its expense, shall construct intersection improvements on Number Two Road consisting of turn lanes, if deemed necessary pursuant to subsequent traffic studies. Such improvements, if deemed necessary, shall be designed and constructed to meet Lake County standards and shall be undertaken in conjunction with the construction of the subdivision plat improvements for Phase 3 of the Project or with the first connection from the Project to Number Two Road, whichever occurs sooner.
- 11.5. **Traffic Signal Contributions.** In anticipation of future traffic signals at SR 19 and Central Avenue and SR 19 and CR 455, and based upon the Project's estimated percentage of the demand generations for a minimum traffic level warranting a signal, the Developer shall make a payment to the Town of \$75,000.00 toward the signal at SR 19 and Central Avenue and a payment of \$50,000.00 toward the signal at SR 19 and CR 455. The

Developer shall make each of the foregoing payments within thirty (30) days of its receipt of the Town's written request for the same, but in no event shall either of the payments be due prior to the Town's physical commencement of work on the installation of the applicable traffic signal. Notwithstanding anything to the contrary herein, the Developer's obligation to make each of the foregoing payments shall terminate seven (7) years from the Effective Date of this Agreement if the Town has not commenced physical work on the installation of the applicable traffic signal prior to such date.

12. **Street and Sidewalks.** The Project shall have a connected street system that serves vehicles, pedestrians, and bicycles and which connects to recreation facilities and adjacent community areas. A minimum of a 5' sidewalk shall be constructed along both sides of all interior streets, which shall be installed with the subdivision improvements. All streets shall be constructed to the Town's standards. Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space). Landscaped islands and medians shall be provided, when necessary, in accordance with Section 8.02.07 of the Town's Land Development Code. However, a median cut shall be permissible where necessary for a driveway. A typical street layout is illustrated on the Conceptual Land Use Plan.

13. **Landscaping & Buffer Requirements.** All landscaping and buffer requirements shall be in accordance with the Town's Land Development Code. Each residential lot shall feature one (1) street tree with a 4" caliper and two (2) additional trees with a 2 1/2" caliper pursuant to the Town's Land Development Code. The Developer shall be responsible for the installation of street trees along a roadway where common area abuts the roadway. Any Developer-installed street trees or other trees to meet the requirements of the Town's Land Development Code shall be installed with the subdivision improvements. Street trees shall be installed 5' to 8' from the right-of-way line. The Developer shall also provide a residential buffer along State Road 19 and Number Two Road consistent with Section 7.02.01 of the Town's Land Development Code, as depicted on the Conceptual Land Use Plan.

14. **Lighting.** Decorative street lighting shall be installed at every internal intersection, at the end of any cul-de-sac, and at intervals of 300' along internal streets, or as otherwise approved by the Town Staff. The street lighting shall be installed by the Developer and maintained by the homeowners' or property owners' association(s). All street lighting shall be directional, shielded lighting designed to minimize glare and light pollution, and comply with Dark Sky standards.

15. **Utilities.** All utilities on the Property shall be installed underground.

16. **Trails and Amenities.** The Project shall incorporate a hard surface trail with a minimum paved width of 10' within the development which shall be accessible and usable by the general public, as well as the residents of the Project. A typical cross section of the trail is illustrated on the Conceptual Land Use Plan. The right of the general public to access and use the trail shall be provided through a recorded easement, dedication to public use on the plat for

the Project, or other enforceable legal document. In addition, the Project shall include the following amenities for the use of residents: (1) a pool and cabana sufficiently sized to serve the entire community; (2) a tot lot/playground; and (3) a dog park. The foregoing amenities, including the pool, cabana, and tot lot, shall be completed prior to the issuance of the 250th certificate of occupancy for a residential home within the Project. Recreational improvements will be provided in each designated park area within the Project as denoted on the Conceptual Land Use Plan as follows: T1-A – gazebo and picnic tables; T1-L – passive park/tot lot; T2-I – dog park; and T3-H – exercise/outdoor stretching apparatus. The foregoing recreational improvements and their locations are conceptual and may be modified administratively in writing by the Town Staff.

17. **Signage.** Entrance signs and informational signage may be located in buffers, setbacks, and/or signage easements. All permanent signage on the Property shall be ground signage and shall comply with the Town’s Land Development Code. Notwithstanding the foregoing, the Developer and/or builder(s) may install temporary marketing signs, including standard vertical marketing flags and banners, on the Property, including in buffers, setbacks, rights-of-way, easement areas, and individual lots. Temporary signage plans for the Project shall be reviewed and approved by the Town’s Planning Board.

18. **Owners’ Association.** A homeowners’ or property owners’ association created by the Developer shall be responsible for the maintenance of all common areas within the residential component of the Project. The Town, however, shall maintain the roads, sidewalks, and signs for any streets dedicated to the Town within the Project, as well as maintain the public water lines and public sewer lines within the Project.

19. **Impact Fees.** Approval of this Project is conditioned upon the payment to the Town at the time of issuance of each building permit of all applicable impact fees and connection fees as provided in Chapter 110 of the Town’s Code of Ordinances.

20. **Compliance with Laws and Regulations.** Except as expressly modified herein, all development of the Property for the duration of this Agreement shall be subject to compliance with the Town’s Comprehensive Plan and Town’s Land Development Code provisions that are in existence as of the execution of this Agreement. No subsequently adopted ordinances, policies, or procedures of the Town shall apply to the Property except in accordance with the provisions of Section 4.14.06 of the Town’s Land Development Code. All development must comply with all applicable state and federal regulations and laws. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer from complying with the law governing said permitting requirements, conditions, terms or restrictions.

21. **Consistency of Project.** The Town finds that development of the Property pursuant to the terms of this Agreement and the Conceptual Land Use Plan is consistent with the Town’s Comprehensive Plan and the Town’s Land Development Code.

22. **Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns unless otherwise terminated or released. This Agreement shall be assignable by Developer without the need for

consent by the Town. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assigns.

23. **Authority.** Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms.

24. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Lake County, Florida.

25. **Non-Waiver.** Failure by the parties to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and any party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein. Notwithstanding the foregoing, any party may, in writing, waive the benefit of any provision or condition for its benefit which is contained herein.

26. **Enforcement; Remedies.** The parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court.

27. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

Owner:

Hanover Land Company, LLC
c/o Andrew Orosz
605 Commonwealth Avenue
Orlando, Florida 32803

With a copy to:

S. Brent Spain, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

Town:

The Honorable David Nebel, Mayor
Town of Howey-in-the-Hills
101 N. Palm Avenue
Howey-in-the-Hills, Florida 34737

With a copy to:

Heather Ramos
GrayRobinson, P.A.
301 E. Pine Street Suite 1400
Orlando, Florida 32801

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

28. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement. The parties hereto further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

30. **Construction; Headings.** The parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship.

31. **Recording.** This Agreement shall be recorded by the Developer, at the Developer's expense, in the public records of Lake County, Florida, and shall constitute a covenant running with the land for the term hereof.

32. **Effective Date; Term.** This Agreement shall become effective upon the date recorded pursuant to Paragraph 31 (the "Effective Date"). The land use approvals granted by the Town and the rights of the Developer to develop under the Conceptual Land Use Plan shall expire and have no further effect 10 years after the Effective Date unless this Agreement is extended by a vote of the Town Council.

33. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

34. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and it supersedes all prior understandings or agreements relating to the subject matter of this Agreement. No representations have been made, either express or implied by the parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, or terminated except by an instrument in writing executed by all parties.

35. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

36. **Waiver of Jury Trial.** The parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in a manner sufficient to bind them on the Effective Date as defined above.

Signed, sealed, and delivered before me:

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

DAVID NEBEL, MAYOR

ATTTEST:

**APPROVED AS TO FORM AND
LEGALITY** for use and reliance by the
Town of Howey-in-the-Hills, Florida, only.

DARIAN BURKE
Town Clerk

HEATHER M. BLOM-RAMOS
Town Attorney

DEVELOPER

WITNESSES

HANOVER LAND COMPANY, LLC, a Florida limited liability company,

Print Name: _____

By: _____

Its: _____

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by _____, as _____ of Hanover Land Company, LLC, a Florida limited liability company. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)

Printed Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

**EXHIBIT A
Legal Description of the Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 25 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING SOUTH OF CLAY ROAD (NUMBER TWO ROAD) IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 25 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

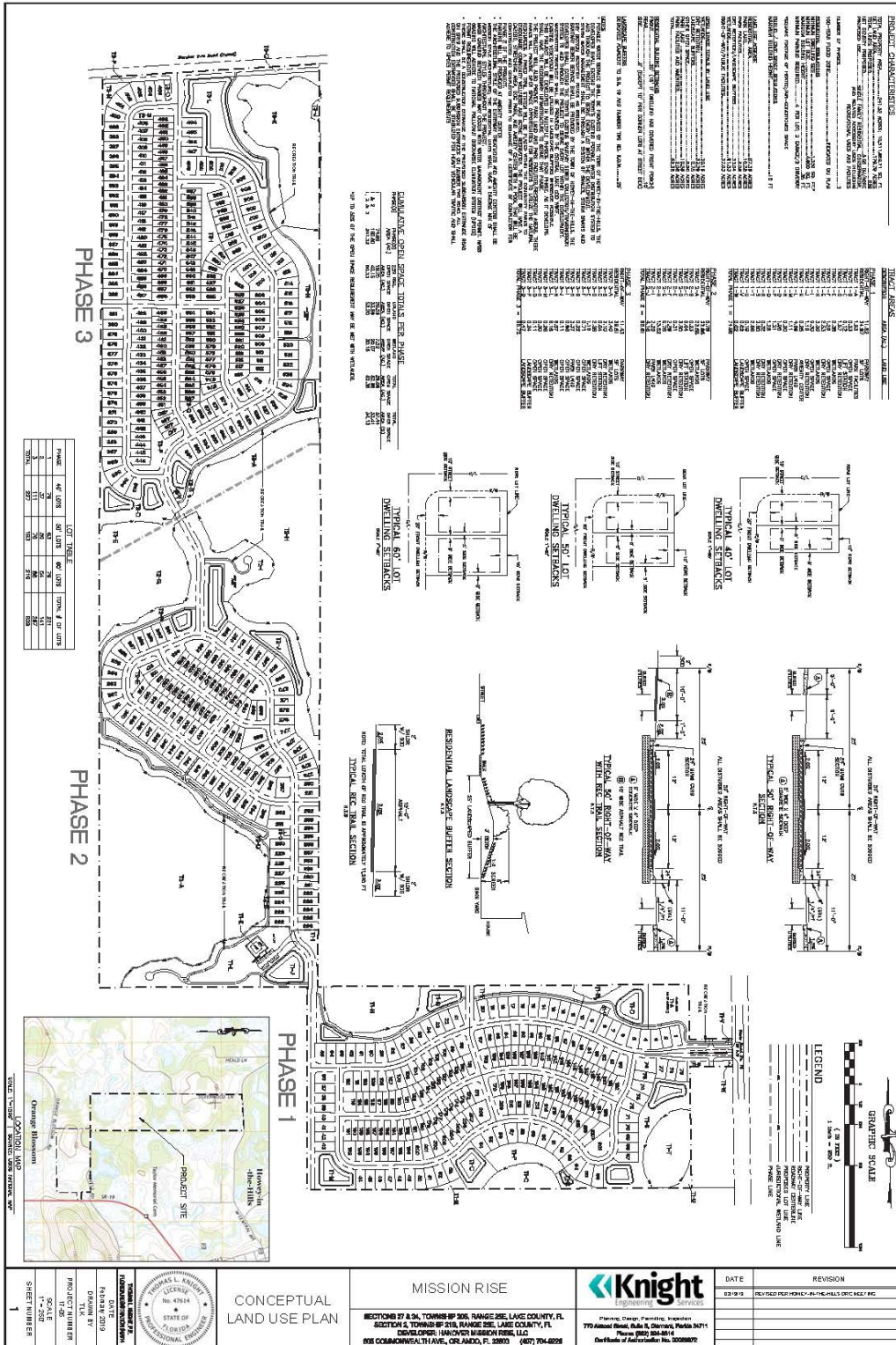
THE NORTH HALF OF GOVERNMENT LOTS 3 AND 4, ALSO KNOWN AS THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

LESS: PARCEL: THE EAST 262 FEET OF THE FOLLOWING DESCRIBED PROPERTY: NORTH HALF OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. LYING WEST OF THE ROAD RIGHT OF WAY FOR HIGHWAY 19; LESS THE SOUTH 907 FEET THEREOF.

AND

LESS: THE SOUTH 740 FEET OF THE EAST 262 FEET OF THE FOLLOWING DESCRIBED PROPERTY: NORTH HALF OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF THE RIGHT OF WAY FOR HIGHWAY 19.

EXHIBIT B Conceptual Land Use Plan



DRAFT DATED 03-06-19

EXHIBIT C
Examples of Architectural Designs
40-Foot Lot Houses



DRAFT DATED 03-06-19

50-Foot Lot Houses



DRAFT DATED 03-06-19



DRAFT DATED 03-06-19

60-Foot Lot Houses

