



RURAL CONSERVATION SUBDIVISION
 STAFF REPORT
 OFFICE OF PLANNING & ZONING

Tab Number: 3
 Public Hearings: Planning & Zoning Board (PZB): March 4, 2026
 Board of County Commissioners (BCC): April 7, 2026
 Case No. and Project Name: PZ2025-130, Cedar Creek Rural Conservation Subdivision
 Owner: Blue Sky Capital Group, LLC
 Applicant: Alex Stringfellow
 Requested Action: Consideration of approval of a Rural Conservation Subdivision Conceptual Sketch Plan pursuant to Land Development Regulations (LDR) Chapter XVII, Section 17.06.00.
 Staff Determination: Staff finds the request consistent with the Land Development Regulations (LDR) and consistent with the Comprehensive Plan.
 Case Manager: Leslie Regan, Senior Planner
 PZB Recommendation:

Subject Property Information

Size: 119.40 +/- gross acres
 Location: North of Number Two Road and West of Mission Inn Resort
 Alternate Key No.: 1101051 and 3852069
 Existing Zoning District: Agriculture (Attachment "A")
 Future Land Use Category: Rural Transition (Attachment "B")
 Joint Planning Area (JPA) / ISBA: Howey-in-the-Hills
 Overlay Districts: Economic Development
 BMAP: Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural Transition and Urban Low	Planned Unit Development and Agriculture	Vacant	Spray field and Wetland and Golf Course
South	Rural Transition	Agriculture and Rural Residential (R-1)	Single Family Residential, Agriculture	Agriculture Timber/Wetlands
East	Urban Low	Planned Unit Development	Agriculture Timber	Wetlands
West	Rural	Agriculture	Single Family, Pasture	Wetlands

- Summary of Analysis -

The subject property consisting of 119.40 +/- gross acres, identified by Alternate Key Numbers 1101051 and 3852069, is located North of Number Two Road and West of Mission Inn Resort in the Howey-in-the-Hills area of Lake County. The subject property is zoned Agriculture (A) and designated with a Rural Transition Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. The subject parcels are located within the Howey-in-the-Hills Interlocal Service Boundary Area (ISBA). The property is currently vacant. The surrounding area is a mix of platted single family residential subdivisions, vacant land, and agricultural uses.

The proposed request is consistent with LDR Chapter XVII entitled *Rural Conservation Subdivision Design Standards* which provides for alternative subdivision design to provide housing in a manner that also preserves agricultural and forestry lands, natural and cultural features, scenic viewsheds, and rural community character.

The Applicant is requesting consideration of approval of a Rural Conservation Subdivision Conceptual Sketch Plan pursuant to LDR Chapter XVII, Section 17.06.00 entitled *Procedures for Application and Approval*. The proposed Rural Conservation Subdivision is allowable under the existing land use and zoning categories subject to approval of the Conceptual Sketch Plan by the Board of County Commissioners. The proposed subdivision consists of 97 lots for single family residential homes. Pursuant to LDR Section 17.01.02 entitled *Protected Space and Open Space*, the proposed concept plan depicts 34.28% (40.93 acres) Primary Conservation Area consisting of identified undisturbed wetlands and 41.25% (49.26 acres) of Secondary Conservation. The proposed subdivision will contain 63% (49.26 acres) of Open Space.

The Conceptual Sketch Plan (Attachment "D") illustrates primary access for the development from Number Two Road, with secondary emergency access along a 20' stabilized path connected to Number Two Road.

Pursuant to Comprehensive Plan Policy I-1.4.6.1 entitled *Density Bonus in Rural Conservation Subdivisions*, a density increase is permitted where more than the minimum required Open Space is provided. For each additional acre of protected, unconstrained (buildable), Open Space land provided in the subdivision, two (2) additional building lots or dwelling units are permitted. The Applicant is proposing 9.99 additional acres of Open Space and requests a density bonus of 19 units.

The subject parcel is located within Howey-in-the-Hills ISBA and utility service area, and the proposal was forwarded to Howey-in-the-Hills for review. The Town of Howey-in-the-Hills did not provide any objections. The Applicant has provided an executed and recorded Developer's Agreement (Attachment "E") between Howey-in-the-Hills and the Owner regarding providing potable-water service, contingent wastewater service, and voluntary annexation.

Pursuant to LDR Chapter 17.08.00 entitled *Management Plan*, Rural Conservation Subdivision proposals shall submit a Management Plan simultaneously with the Conceptual Sketch Plan that provides for the management and maintenance of all protected space, Open Space and common facilities. Staff has reviewed the Management Plan (Attachment "F"). The attached plan contains management practices of minimal disturbance methods, maintained vegetated buffers and ongoing annual assessments. Significant tree preservation and protection areas are proposed. The Homeowners Association (HOA) will be responsible for funding all the common and conservation areas. The Management Plan includes a provision that allows County staff to conduct periodic inspections to verify compliance with approved management practices.

Pursuant to LDR Chapter 17.06.00 entitled *Procedures for Application and Approval*, an on-site visit was conducted on the subject property on February 3, 2025. Planning Manager, Janie Barron, Senior Planner, Leslie Regan and Public Works Engineer, Seth Lynch were present along with the Applicant. Furthermore, per these requirements a public information meeting hosted by the Applicant with residents and stakeholders of surrounding areas was held on September 23, 2025, between 5 p.m. to 7 p.m. at the Howey-in-the-Hills Library. Questions and concerns were answered by the Applicant. A sign-in-sheet and notes were provided by the Applicant (Attachment "G")

The proposed Rural Conservation Subdivision shall comply with the provisions of LDR Chapter XVII *Rural Conservation Subdivision Design Standards* and the Comprehensive Plan.

Table 1. Existing and Property Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space
Existing	Rural Transition	Policy I-1.4.5	1 d.u. / 5 net acres 1 d.u. / 3 net acres* 1 d.u. / 1 net acre*	0.30 - 0.50	35% - 50%
Proposed	Rural Transition	Policy I-1.4.5	1.24 du / 1 net acre**	0.30	63%

* Pursuant to Comprehensive Plan Policy I-1.4.5 entitled *Rural Transition Future Land Use Category*, the base density is one (1) dwelling unit per five (5) net acres. Alternatively, residential development not to exceed one (1) dwelling unit per three (3) net acres may be permitted provided that 35% open space is preserved, and the subdivision is developed as either (i) a Rural Clustered Subdivision or (ii) rezoned to a Planned Unit Development. As a third alternative, residential development not to exceed a maximum density of one (1) dwelling unit per one (1) net acre may be permitted provided that 50% open space is preserved, and the subdivision is developed as either (i) a Rural Clustered Subdivision or (ii) rezoned to a Planned Unit Development.

**Pursuant to Comprehensive Plan Policy I-1.4.6.1 entitled *Density Bonus in Rural Conservation Subdivisions*, a density increase is permitted where more than the minimum required open space is provided. For each additional acre of protected, unconstrained (buildable), open space land provided in the subdivision, two (2) additional building lots or dwelling units are permitted.

- Summary of Bonus Density-

The Applicant is requesting a bonus density. Pursuant to LDR Section 17.05.00 entitled *Optional Density Bonuses* the Board of County Commissioners can consider an increase to the base density allowed per the future land use category if the proposed project is meeting a list of criteria but may not exceed a 25% increase in density. The table below illustrates that the Applicant is proposing a 22% increase in density for the bonus open/protected space.

Table 2. Bonus Density Breakdown.

	Additional acres of buildable open space land	Additional dwelling units	Type of Open Space Land	Total additional dwelling units allowed	% of increase in density
Cedar Creek	9.995 acres	2 du / net acre	Secondary Conservation	19 units	22%

- Staff Analysis -

LDR Section 17.06.00 (Procedures for Application and Approval)

Pursuant to LDR Section 17.06.01 entitled *Conceptual Sketch Plan* - Subdivisions shall be submitted with the following requirements:

- 1. Pre-submittal:** Applicant has submitted for a pre-submittal for the Rural Conservation Subdivision of Cedar Creek.
- 2. On Site Visit:** On-site visits took place on February 3, 2025, with the Applicant’s representative and staff. Staff were able to view the entire property while discussing protected view sheds, open space areas, buffers to adjacent properties and the proposed design of the property. Applicants further discussed the tree preservation and protected areas.

3. **Application for Concept Sketch Plan for subdivisions over 199 lots or on multiple parcels:** The Applicant has submitted a sketch plan with the required information for the Board of County Commissioners' review and approval.
4. **Public Information Meeting:** Thirty (30) days after application deemed complete. A public information meeting or community meeting was held on September 23, 2025, at the Howey-in-the-Hills Library. It was an open forum between the hours of 5 p.m. and 7 p.m.
5. **Concept Sketch Plan Presented to PZB and BCC for approval.** The Concept Sketch Plan is to be presented to the Planning and Zoning Board on March 4, 2026, for a recommendation and then forwarded to the Board of County Commissioners.
6. Within 12 months, a **preliminary plat** must be approved with one possible extension of six (6) months.

A. Additional Requirements of a Rural Conservation Subdivision.

1. **Protected Space and Open Space Per LDR Section 17.01.02.**

The Applicant is proposing a 63% Open Space plan while the requirement for the Rural Transition Future Land Use Category is 50%. The Open Space is configured to maintain interconnected network of conserved land. Primary Conservation Areas include preserved wetlands on the subject property. Secondary Conservation Area of Open Space that has been preserved is buildable land. The plan includes large buffers in between the adjacent properties and the lots being built in the subdivision. The perimeter buffer is no less than 100 feet surrounding the subject property.

2. **Ownership and Maintenance of open space and protected space per Section 17.01.04 and Section 17.01.5 and 17.01.8 of the Lake County Land Use Regulations.**

All open and protected space will be owned and maintained by the subdivision's Homeowner's Association (HOA) and dues and other avenues such as potential grants obtained by the HOA will be used to complete all tasks assigned to maintain the areas. The protected areas will be preserved in the natural state, although some may be modified to improve their appearance or functionality. Following the approval of the Conceptual Sketch Plan the managing entity shall submit to the County a report demonstrating compliance with this ownership and maintenance requirements. Additionally, the managing entity agrees and acknowledges that the County Manager or designee may inspect at any time with or without notice to ensure compliance. In the event the party responsible for maintenance of the space fails to maintain all or any portion in reasonable order and condition, the County may avail itself of all legal remedies to enforce compliance. Further details are included within the Management Plan (Attachment "F")

3. **The dimensional standards contained in LDR Section 17.02.05.**

The Rural Conservation Subdivision proposal meets each of the following standards:

- The minimum lot size shall be 6,000 square feet. As depicted in the Conceptual Sketch Plan, approximately 91 units will be 65' x 140' and approximately 6 lots will be 75' x 140'. The minimum lot size in the proposed subdivision will be 9,100 square feet.
- Minimum front setback requirements for residences shall be no less than twelve (12) feet (or eight (8) feet for unenclosed front porches), and no less than twenty-five (25) feet for front-facing garages.
- Minimum rear and side setback requirements shall be no less than seven and one-half (7.5) feet. Side setbacks may be combined to be greater than seven and one-half (7.5) feet on one side, provided that at least five (5) feet of setback remains on the other. Such combinations are permitted in lot layouts where this pattern is repeated with homes located off-center on their lots but evenly spaced (by no less than fifteen (15) feet) between buildings on adjoining lots.
- Minimum lot frontage requirements shall generally be thirty-four (34) feet but may be reduced to twenty (20) feet to allow for a driveway extension.
- Street frontage shall not be required when the garage access is provided via a back lane or alley, and when the lot directly abuts permanent open or protected space such as a neighborhood green (sometimes

called an "attached green") or a "greenway street" (sometimes called a "mews"), as depicted in Section 17.10.00. Sidewalks shall be required on each side of the long green space (not be built down the middle), which shall be planted with shade trees like any other residential street.

- To prevent garage doors from dominating streetscapes, the following two standards shall apply: (1) Garages shall be accessed via a back lane or alley for any lot that is less than fifty-five (55) feet wide, and (2) on lots that are fifty-five (55) feet or wider (and not served by an alley), front-facing garage doors shall be set back at least eight (8) feet beyond the front edge of the dwelling (excluding porches), as depicted in Section 17.10.00.
- Street frontage shall not be required for lots accessed via private common driveways (or "country lanes"), serving up to four (4) dwellings, which shall have a minimum gravel surface of sixteen (16) feet wide within a minimum right-of-way of twenty-five (25) feet.

– Standards for Review –

A. Whether, and the extent to which, the proposed subdivision would result in demands on public facilities, and whether, or to the extent to which, the proposed subdivision would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities;

Water and Sewer

The subject property is within the Town of Howey-in-the-Hills Utility Notification area. The Town of Howey-in-the-Hills has provided no comments for the proposal, however the Applicant has provided documentation indicating that central sewer capacity and potable water capacity is available to the subject property per an unrecorded Developer's Agreement (Attachment "E") between the Owner and the Town of Howey-in-the-Hills.

Public Safety

Lake County Fire Rescue Station #76 is located at 8819 SR 48, Yalaha, FL 34797 and is approximately 1.47 miles from the site. Fire protection water supply and emergency access will be addressed during the development review process, at such time that any future improvements are proposed.

Schools

The project is subject to school concurrency prior to final development order approval but adequate public facilities determination was provided by the Growth Planning Department of Lake County Schools. (Attachment "H")

Parks

The request is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The request is not anticipated to adversely impact solid waste capacities or levels of service.

Transportation Concurrency

A traffic study was conducted and reviewed by the Public Works Department. Traffic study methodology was approved.

The traffic study conclusions indicate negative impacts to level of service for the following roadways:

- SR-19 from CR-48 to Central Ave.
- Intersection of Palm Ave. (SR-19) and Central Ave.

The development is expected to generate 1,048 new net daily trips, of which 71 will occur in the A.M. peak hour and 94 will occur during the P.M. peak hour.

The study roadway segments currently operate at satisfactory Levels of Service in the existing conditions and will continue to do so upon completion of the project in 2028, except for the segment of SR 19 from CR 48 to Central Avenue. This segment will fail

with the addition of approved project trips which are more than double the existing traffic on the segment.

The study intersections currently operate at overall satisfactory Level of Service. In the projected conditions, the intersections will continue to operate at a satisfactory Level of Service with project trips added, except for the intersection of Palm Avenue and Central Avenue. This intersection will have failing eastbound/westbound approaches due to high background traffic. This condition will continue to prevail until a signal becomes warranted and installed.

The proposed development will be served by a full access driveway on Number 2 Road which is projected to operate satisfactorily. This driveway is located on a curve with sight distance concerns. Therefore, the Developer will construct a 3-way stop at this location.

B. Whether, and the extent to which, the proposed subdivision would result in significant adverse impacts on the natural environment:

The intent of the Rural Conservation Subdivision is to protect the natural environment. Should the Conceptual Sketch Plan be approved, all sensitive resources will be addressed through the development application review and approval process. New development will be required to meet all criteria specified by the Comprehensive Plan and LDR, as amended, for natural resource protection and mitigation. An intensive Management Plan has been provided by the Applicant. (Attachment "F")

C. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

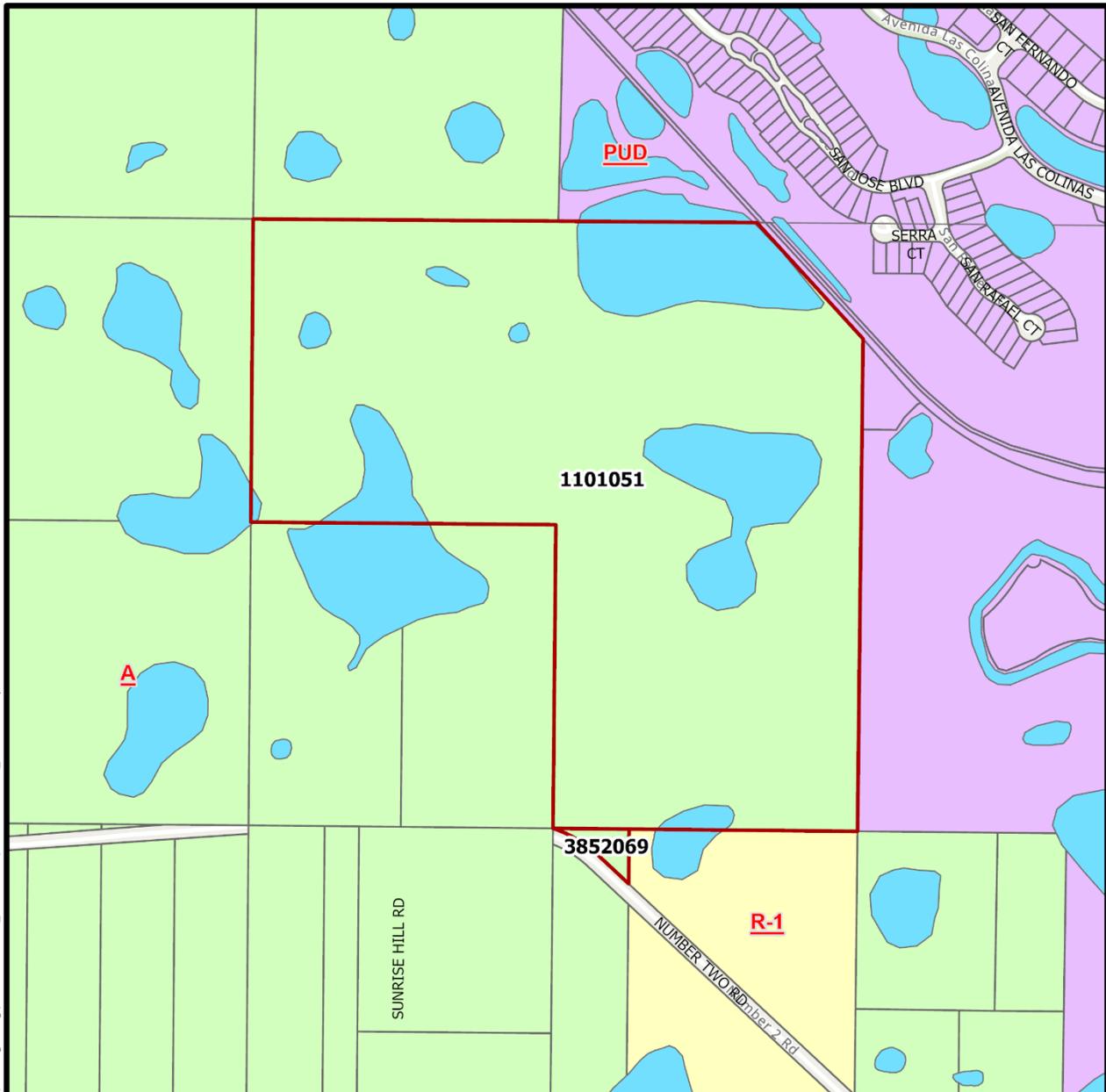
N/A.

FINDINGS OF FACT: Staff has reviewed the proposed Conceptual Sketch Plan and found:

1. The request is consistent with the Comprehensive Plan Policy I-1.4.6 *Preservation of Open Space within Rural Conservation Subdivisions* and Policy I-1.4.6.1 *Density Bonus in Rural Conservation Subdivisions*.
2. The Conceptual Sketch Plan application is consistent with LDR Chapter XVII *Rural Conservation Subdivision Design Standards* purpose in that the lots are clustered with large contiguous tracts of Open Space, minimizes site disturbance to the extent possible and by protecting Open Space with Primary and Secondary Conservation Areas.
3. The use is consistent with Comprehensive Plan Policy I-7.4.2 *Rural Conservation Subdivision* as the proposal intends to protect habitat, wildlife, and wildlife corridors, maximize buffering, protect aquifer recharge and karst features, and to create opportunities for passive recreation.
4. The Conceptual Sketch Plan application is consistent with LDR Chapter XVII *Open Space and Protected Space Requirements* as the plan shows Primary and Secondary Conservation Areas and exceeds the minimum percentage of Open Space required.
5. The request meets the density allowed per Section 17.02.00 *Densities and Design Standards*, and Section 17.05.00 *Optional Density Bonuses*, with the bonus density allowance for the additional Open Space provided in the proposal and is proposing lots with a minimum square footage of 9,100 square feet.

Attachment "A" – Zoning District Map

CURRENT ZONING

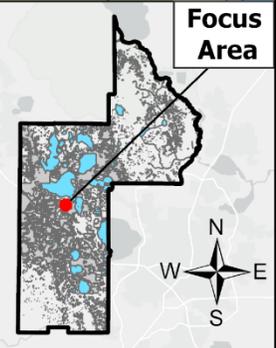


Zoning

- A
- R-1
- PUD

NAME: RCS-PZ2025-130 CEDARCREEK
CASE NUMBER: RCS-PZ2025-130
LOCATION (S-T-R): 27-20-25
REQUEST: TO ALLOW RURAL CONSERVATION SINGLE FAMILY SUBDIVISION

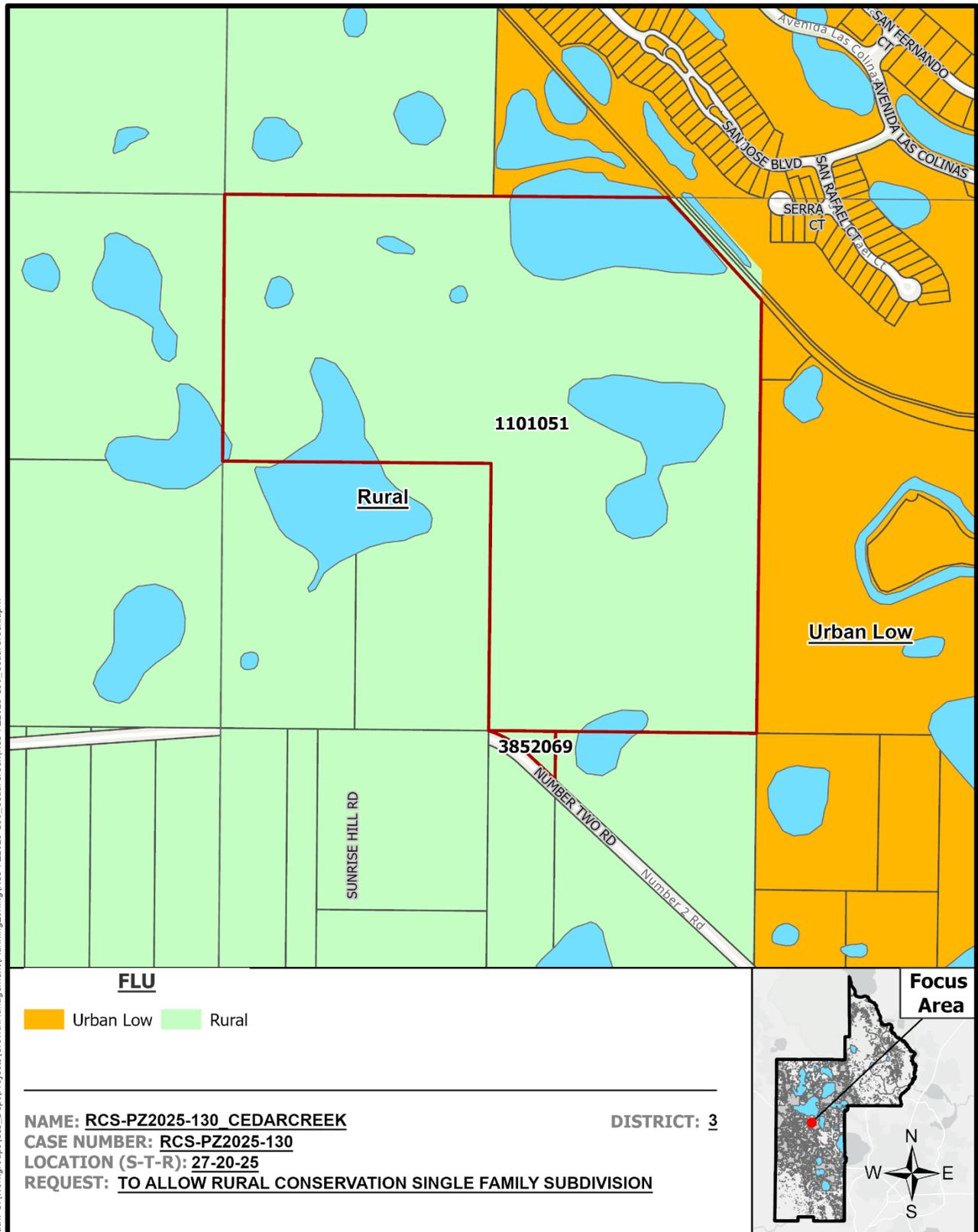
DISTRICT: 3



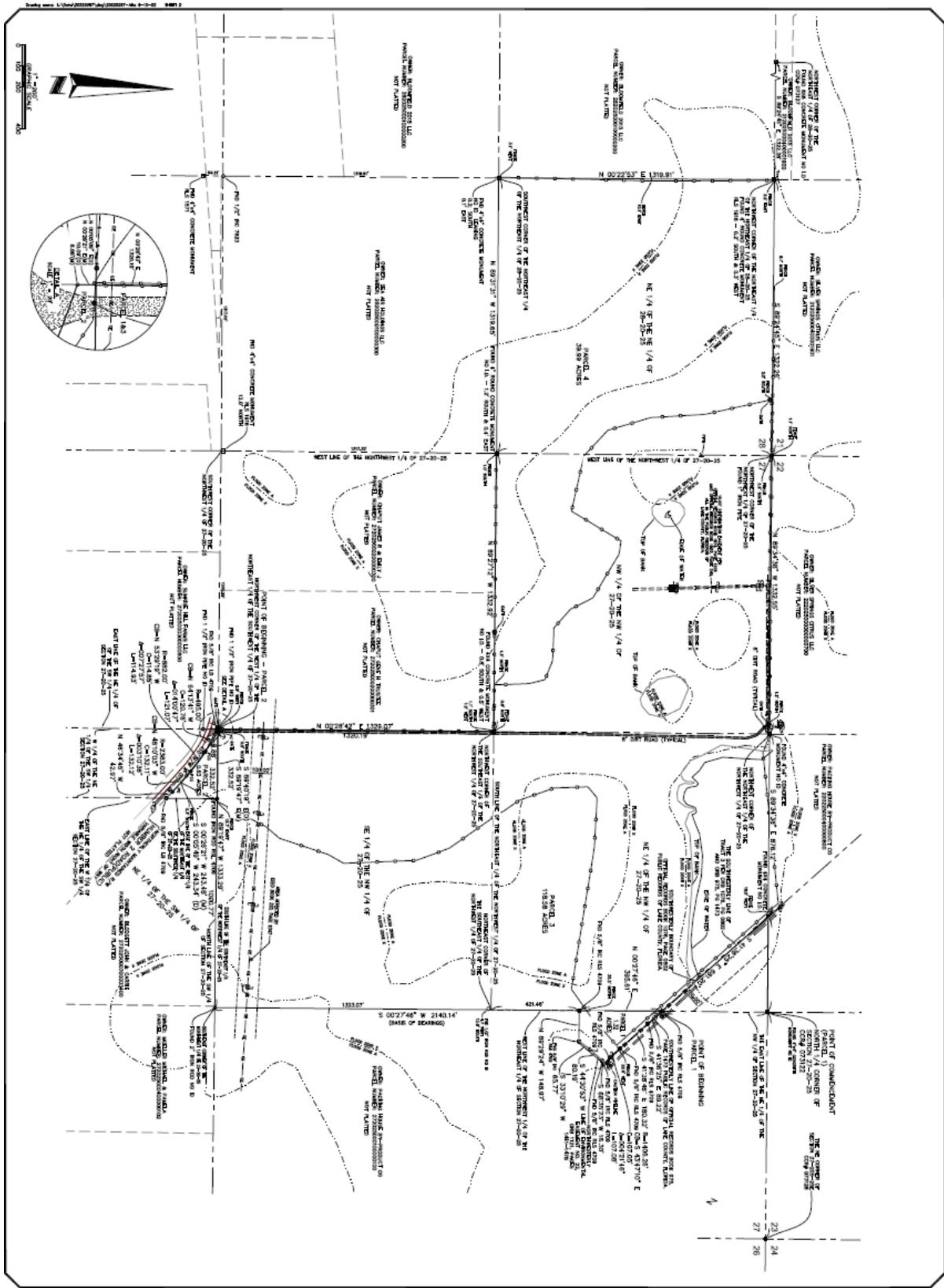
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6/10/2025

Attachment "B" – Future Land Use

CURRENT FUTURE LAND USE



Attachment "C" – Existing Features/Site Analysis Map Per LDR Section 17.07.01(A)



Attachment "D" – Conceptual Sketch Plan per LDR 17.07.00(B)

CEDAR CREEK CONSERVATION SUBDIVISION



December 30, 2025

LAKE COUNTY, FLORIDA Cedar Creek

1" = 200'

P | 01

Attachment "E" – Developer's Agreement

*As appr'd by TC
(with TC edits)
10-14-2024*

PREPARED BY AND RETURN TO:

Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

**AGREEMENT
for
VOLUNTARY ANNEXATION,
POTABLE-WATER SERVICE,
and
CONTINGENT WASTEWATER SERVICE**

**Town of Howey-in-the-Hills, Florida
and
Blue Sky Capital Group, LLC**

Cedar Creek Project

THIS AGREEMENT ("Agreement") is entered into as of _____, 2024, by the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**, a municipal corporation organized and operating under the constitution and laws of the State of Florida and its Charter ("**Town**"), and **BLUE SKY CAPITAL GROUP, LLC**, a Florida limited liability company, the address for which is 103 Commerce Street, Suite 103, Lake Mary, Florida 32746 ("**Owner**").

PREMISES

1. The Owner holds fee simple title to the land described in **Exhibit "A"** ("**Property**").
2. The Property is located currently in unincorporated Lake County and is being zoned by Lake County for single-family residential uses.
3. Pursuant to law the Town has enacted an ordinance establishing a water- and wastewater-service area ("**Utility Service Area**") and authorizing

*As appr'd by TC
(with TC edits)
10-14-2024*

extension of potable-water and wastewater service beyond the corporate limits of the Town.

4. The Town is willing to allow the extension of its water and wastewater utilities and to supply water and wastewater service to property owners and users outside the Town's current boundaries and within the Utility Service Area, but only if the owners of properties benefitting from the utility services first petition the Town Council for annexation of the benefitting properties to the Town.

5. The Town is ready and willing to extend its boundaries to include the Property, subject to the Owner, on behalf of itself and all its successors in interest, petitioning the Town Council to annex the Property to the Town at such time the Property becomes contiguous to the Town's boundaries and is eligible otherwise under Florida law for annexation.

6. On behalf of itself and all its successors in interest in the Property, the Owner herewith petitions the Town to annex the Property to the Town in return for the Town allowing the extension of its water and wastewater utilities to the Property.

ACCORDINGLY, the parties agree as follows:

SECTION 1. PREMISES.

The above premises are true and correct and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP.

The Owner represents and warrants to the Town that the Owner holds fee simple title to the Property and has the right legally to enter into this Agreement.

SECTION 3. AUTHORITY.

a. This Agreement is entered into under the authority of the Florida Constitution, including specifically its Article VIII, Section 2(b), the powers conferred upon municipalities by Chapters 163, 166, 171, and 180 of Florida Statutes, and the Town's Charter and Code of Ordinances.

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(with TC edits)
10-14-2024*

b. The parties expressly stipulate that this Agreement does not constitute a “development agreement” under the Florida Local Government Development Agreement Act, Section 163.3220, *et. seq.*, Florida Statutes, and the provisions of that act do not govern this Agreement.

ANNEXATION

SECTION 4. PETITION AND CONSENT TO ANNEXATION.

a. As consideration for the Town providing and agreeing to provide water and wastewater service to the Property, the Owner herewith petitions the Town Council for the Town under section 171.041 of Florida Statutes (2024) (or its successor legislation), on behalf of both the Owner itself and all the Owner’s successors in interest in the Property, that the Property be annexed to the Town immediately upon the Property becoming contiguous to the Town’s boundary, all in accordance with Florida law and all without further action, petition, consent, or approval of the Owner or its successors in interest.

b. This petition for and consent to annexation of the Property to the Town is irrevocable as long as the Town provides or is willing to provide water or wastewater service, or both, to the Property.

c. The parties expressly agree that (i) under section 171.041 of Florida Statutes (2024) (or a successor statute), this section 3 of this Agreement constitutes the legally complete and sufficient petition by the Owner and its successors for voluntary annexation of the Property to the Town and that (ii) no further consent or petition or approval of any type is or will be needed as a condition to the Town undertaking the annexation. At such time as the Town undertakes the annexation, however, the Owner and all its successors in interest in the Property must execute any and all such certificates, consents, approvals, and other instruments as the Town may reasonably request and as may be necessary or reasonably useful to completion of the annexation.

d. This petition for annexation of the Property is material consideration in return for the Town’s obligations under this Agreement. But for this petition

*As appr'd by TC
(with TC edits)
10-14-2024*

and consent for annexation of the Property the Town would not be willing to enter into this Agreement.

SECTION 5. UTILITY SERVICE AREA OF TOWN.

On behalf of itself and all its successors in interest in the Property the Owner acknowledges, agrees, and states its preference that the Town is to be the exclusive provider of water- and wastewater-utility service to the Property. The Owner may not engage in the business of providing water- or wastewater-utility service to the Property and may not contract with any other entity or person to provide water or wastewater service to the Property so long as the Town (or its successor in interest) provides or is willing to provide water- and wastewater-utility service, or either, to the Property.

POTABLE-WATER UTILITY SERVICE

SECTION 6. TOWN TO PROVIDE POTABLE-WATER SERVICE

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property potable-water utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve potable-water utility service for up to 105 single-family dwelling units or "Equivalent Residential Units" ("ERU's"). The Owner's right to ERU's of utility capacity will vest only upon the Owner's payment in full of the Town's one-time initial capital and connection charges for its potable-water utility system. Upon such payment in full, the Town must set aside and deem reserved for the Owner the water-utility capacities for which payment is made. At its option, the Owner may pay the capital and connection charges for some, not all, of its projected dwelling units, in which case its right to service will then vest for those units for which full payment is made.

*As appr'd by TC
(with TC edits)
10-14-2024*

c. Vesting of the Owner's right to capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

SECTION 7. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WATER-UTILITY IMPROVEMENTS

The Owner's right to connect the Property to the Town's water utility is conditioned on the Owner:

1. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, and other equipment, facilities, and improvements required for the Town's water utility to serve the Property,
2. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,
3. Installing and constructing all such improvements at no cost to the Town, and
4. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements:

- a) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town, and
- b) All construction guarantees from the Owner to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

SECTION 8. INSTALLATION OF UTILITY IMPROVEMENTS

*As appr'd by TC
(with TC edits)
10-14-2024*

The Owner must design, permit, construct, and install, all at no cost to the Town, all potable-water lines, pipes, valves, pumps, and other fittings, equipment, and improvements required both on and off the Property to provide the Property and the future improvements thereon with water service, connecting the Property to the existing Town water-utilities system.

The Town has the right to review, approve and permit, as appropriate, the water-utility improvements necessary for the Owner to connect the Property to the Town's water utility in a manner consistent with the Town's land-development and utility regulations. Upon completion of the water-utility improvements, both on and off the Property, all water-utility improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in form and substance acceptable to the Town Attorney.

All onsite water-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to existing Town water utilities shall be made at no cost to the Town.

SECTION 9. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.

The engineering design, plans and specifications of all water-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the water-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

SECTION 10. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.

From time to time the Town may inspect the construction and installation of the water-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

*As appr'd by TC
(with TC edits)
10-14-2024*

SECTION 11. TESTING DURING AND AFTER CONSTRUCTION.

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

SECTION 12. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.

The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all water-utility improvements and related appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

SECTION 13. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

Upon completion of construction and installation and acceptance by the Town of the water-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance required by the Town Manager and as approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a "non-disturbance agreement" in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

SECTION 14. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town's acceptance of the improvements, all as approved by the Town Attorney:

*As appr'd by TC
(with TC edits)
10-14-2024*

- i. as-built drawings of utility improvements (one hard copy signed and sealed, and one PDF), furnished one week prior to final inspection;
- ii. certification by the Owner's engineer's of costs (schedule of values) for on-site and off-site construction and installation;
- iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
- iv. certification by the design engineer that the system was constructed as designed; and
- v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

SECTION 15. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town's water utility are be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of water charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for potable-water service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town's boundaries

SECTION 16. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the water-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 17. SERVICING OTHER PROPERTIES.

The Town reserves the right to service other properties through the water-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its water utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or

*As appr'd by TC
(with TC edits)
10-14-2024*

capacity of water-utility improvements to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

WASTEWATER UTILITY SERVICE

SECTION 18. WASTEWATER CONTINGENCY. The Owner shall obtain wastewater-utility service from the Town if either of these two contingencies occur:

- i. the Lake County Board of County Commissioners requires, as a condition of a zoning or other land-use approval, that the Property be served by a central wastewater utility, or
- ii. the Board of County Commissioners allows the Property to be served by a wastewater-treatment and disposal system other than a central wastewater utility, but on the date the Property is annexed to the Town the Owner (or its successor in interest) has not commenced construction of a material portion of the other type of system.

If either contingency occurs, the Owner (or its successor in interest) shall construct and install the onsite and offsite lines, pumps, lift stations, and other equipment and facilities necessary or useful to connect to the Town's wastewater-utility system, all as set forth in Sections 19 through 30, inclusive, in this Agreement.

SECTION 19. TOWN TO PROVIDE WASTEWATER SERVICE.

- a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property wastewater-utility service as set forth herein.

*As appr'd by TC
(with TC edits)
10-14-2024*

b. As between the Town and the Owner, the Owner is entitled to reserve wastewater-utility service for up to 105 single-family dwelling units or “Equivalent Residential Units” (“ERU’s”). The Owner’s right to ERU’s of utility capacity will vest only upon:

- i. the Owner’s payment in full of the one-time initial capital and connection charges imposed by the Town for its wastewater-utility system, and
- ii. The Owner obtaining from the Central Lake Community Development District the contract right to treatment and disposal of all wastewater generated by the Owner’s 105 ERU’s.

Upon the Owner’s payment in full of the Town’s one-time charges and the Owner securing the contract right to treatment and disposal of wastewater for its ERU’s, the Town must set aside and deem reserved for the Owner the water-utility capacity for which payment has been made. At its option, the Owner may pay the Town’s one-time capital and connection charges for some, not all, of the Owner’s projected dwelling units, in which case its right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner’s right to wastewater-utility capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

SECTION 20. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WASTEWATER-UTILITY IMPROVEMENTS

The Owner’s right to connect the Property to the Town’s wastewater utility is conditioned on the Owner:

5. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, lift stations, and other equipment, facilities, and improvements required for the Town’s wastewater utility to serve the Property,

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(with TC edits)
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6. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,
7. Installing and constructing all such improvements at no cost to the Town, and
8. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements:

- c) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town, and
- d) All construction guarantees from the Owner to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

SECTION 21. INSTALLATION OF UTILITY IMPROVEMENTS

The Owner must design, permit, construct, and install, all at no cost to the Town, all wastewater lines, pipes, valves, pumps, lift stations, and other fittings, equipment, and improvements required both on and off the Property to provide the Property and the future improvements thereon with wastewater-utility service, connecting the Property to the existing Town wastewater-utility system.

The Town has the right to review, approve and permit, as appropriate, the wastewater-utility improvements necessary for the Owner to connect the Property to the Town's wastewater utility in a manner consistent with the Town's land-development and utility regulations, customs, and practices. Upon completion of the wastewater-utility improvements, both on and off the Property, all wastewater-utility improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in form and substance acceptable to the Town Attorney.

*As appr'd by TC
(with TC edits)
10-14-2024*

All onsite wastewater-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to the Town wastewater utility shall be made at no cost to the Town.

SECTION 22. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.

The engineering design, plans and specifications of all wastewater-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the wastewater-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

SECTION 23. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.

From time to time the Town may inspect the construction and installation of the wastewater-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

SECTION 24. TESTING DURING AND AFTER CONSTRUCTION.

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

SECTION 25. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.

The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all wastewater-utility improvements and related

*As appr'd by TC
(with TC edits)
10-14-2024*

appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

SECTION 26. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

Upon completion of construction and installation and acceptance by the Town of the wastewater-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance as required by the Town Manager and approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a “non-disturbance agreement” in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

SECTION 27. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town’s acceptance of the improvements, all as approved by the Town Attorney:

- i. as-built drawings of utility improvements, (one hard copy signed and sealed, and one PDF) furnished one week prior to final inspection;
- ii. certification by the Owner’s engineer’s of costs (schedule of values) for on-site and off-site construction and installation;
- iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
- iv. certification by the design engineer that the system was constructed as designed; and
- v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

*As appr'd by TC
(with TC edits)
10-14-2024*

SECTION 28. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town’s wastewater utility shall be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of wastewater charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for wastewater service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town’s boundaries.

SECTION 29. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the wastewater-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 30. SERVICING OTHER PROPERTIES.

The Town reserves the right to service other properties through the wastewater-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its wastewater utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or capacity of a wastewater-utility improvement to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

MISCELLANEOUS PROVISIONS

SECTION 31. DEFAULT BY OWNER. The Owner’s failure or refusal to carry out a provision of this Agreement relieves the Town of its obligation to provide water or wastewater service, or both, to the Property.

*As appr'd by TC
(with TC edits)
10-14-2024*

SECTION 32. APPLICATION FOR SERVICE. Neither the Owner nor any successor owner or occupant (consumer) of the Property may connect a dwelling unit or other improvement to the Town's utilities until application has been made to the Town by an appropriate party and approval for such connection has been granted. Connections shall occur only in a manner approved by the Town.

SECTION 33. RELOCATION OF UTILITY IMPROVEMENTS. Relocation of utility improvements required for the Owner's convenience or necessity shall be undertaken only at the Owner's expense, provided such relocation can be accomplished without adverse impact on any other part of the utility improvements or other consumers.

SECTION 34. DISPUTES.

a. In the event that the Town or the Owner bring an action to enforce this Agreement by court proceedings or otherwise, the parties shall bear their own attorney fees at all levels. Venue for litigation of all disputes must be in the Circuit Court for the Fifth Judicial Circuit of Florida, in Lake County, Florida.

b. In disputes involving compliance with this Agreement, each party shall have all equitable remedies allowed under Florida law, including (but not limited to) declaratory judgment, injunctive relief without necessity of showing irreparable harm, and specific performance. Neither party shall be liable to the other for, and each party releases the other from, liability resulting in direct, indirect, incidental, special, consequential, and punitive damages arising out to the performance of or default under this Agreement, whether based on contract, warranty, or any other legal theory.

c. The Owner shall defend, indemnify, and hold harmless the Town and its officers and employees from all liens, claims, demands, costs (including attorneys' fees and costs), expenses, damages, losses, and causes of action for damages ("Losses") because of injury to persons or damage to or loss of property arising from or related to the design, construction, or installation of the utility improvements under this Agreement or otherwise caused by the acts or omissions of the Owner or its officers, managers, employees, agents, contractors or subcontractors, vendors, suppliers or other person acting under its request, control, or direction, and from defect in the design or installation of the utility improvements under this Agreement, except to the extent such Losses are caused

*As appr'd by TC
(with TC edits)
10-14-2024*

by the gross negligence or willful misconduct of the Town or its officers or employees.

d. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

e. This section will survive the expiration or earlier termination of this Agreement.

SECTION 35. ASSIGNMENT.

This Agreement may not be assigned by the Owner without the prior written consent of the Town, which shall not be unreasonably withheld.

SECTION 36. NOTICE; PROPER FORM.

A notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO TOWN : Town of Howey-in-the-Hills, Florida
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737
Attn: Town Manager

COPY TO: Thomas J. Wilkes, Town Attorney
301 East Pine Street, Suite 1400
Orlando, FL 32801

AS TO OWNER: Blue Sky Capital Group LLC
103 Commerce Street
Lake Mary Florida, 32746
Attn. Sadique Jaffer

SECTION 37. TIME AND TERMINATION.

*As appr'd by TC
(with TC edits)
10-14-2024*

- a. Time is hereby made of the essence of this Agreement in all respects.
- b. The Town may terminate this Agreement on or after the tenth anniversary of the date of this Agreement, but only if:
 - i. The Property has not been annexed, and
 - ii. One or more platted or to-be-platted residential lots have not been connected either to the Town's water-utility service or, if the Town is then providing wastewater service to the Property, to the Town's wastewater-utility service (or to both).
- c. The Town may exercise its right under this section to terminate the Agreement only by vote of its Town Council. The vote by Town Council to terminate this Agreement may occur no sooner than the tenth anniversary of the date of this Agreement and must occur no later than the eleventh anniversary of the date of this Agreement.
- d. If and when this Agreement is terminated:
 - i. The Town (or its successor in interest) must continue to provide water and wastewater service in perpetuity to all residential units on the Property receiving such services as of the date of termination; and
 - ii. All capital and connection charges and other one-time amounts paid to reserve, for the Property and any lots thereon, capacity in the Town's water system or wastewater system, or both, are forfeited.
- e. The petition and consent to annexation survive termination of the Agreement under this section and continue in effect in perpetuity.
- f. If the Property is annexed after this Agreement is terminated under this section, connection of residential units to the Town's water- and wastewater-utility systems will be governed by Town ordinances and policies then in effect.
- g. The Town's option to terminate this Agreement under this section expires upon annexation of the Property.

SECTION 38. COMPLETE AGREEMENT.

*As appr'd by TC
(with TC edits)
10-14-2024*

This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations, whether verbal or written. This Agreement may not be amended except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement and with such writing approved by vote of the Town Council. Documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, and plans and specifications for the utility facilities as and when approved and filed with the Town are hereby incorporated herein by reference.

SECTION 39. BINDING EFFECT.

This Agreement may be recorded by the Town at the Town's expense, in the Public Records of Lake County, Florida. This Agreement shall inure to the benefit of and be binding upon the successors to the parties in interest in the Property and shall constitute a covenant running with the Property. By acceptance of a conveyance, grant, devise, lease, mortgage, or other interest in the Property each grantee, devisee, lessee, mortgagee, and other successor in interest to the Owner, and all parties claiming by, through, or under each such person or entity, agree to be bound by all provisions of this Agreement. For the avoidance of doubt, the provisions binding successors of the Owner expressly include (but are not limited to) the Owner's reimbursement obligations under Section 41.

SECTION 40. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 41. REIMBURSEMENT OF TOWN EXPENDITURES.

The parties expressly agree that this Agreement is entered into by the parties at the request and for the benefit of the Owner in the pursuit of its development business. In the course of drafting, negotiating, approving, and administering this Agreement

*As appr'd by TC
(with TC edits)
10-14-2024*

the Town has incurred and will incur both (i) substantial out-of-pocket expenses and (ii) substantial expense in the form of time spent by town staff. But for its accommodation of the Owner's business interests and the Owner's pursuit of the development of its Property, the Town would not incur either of those expenses. To avoid those expenses in effect being paid by the general body of Town taxpayers, the Owner must reimburse the Town for all such expenses incurred by the Town directly in the drafting, negotiation, approval, and administration of this Agreement, including (but not limited to) such expenses as legal fees, review of engineering plans and specifications, inspection of construction and installation of utility improvements hereunder, and enforcement expenses. The reimbursement shall be paid by the Owner no later than 30 days after its receipt of an invoice from the Town, showing reasonable itemization of the expenses incurred by the Town and receipts verifying the expenses.

[SIGNATURE PAGES FOLLOW]

As appr'd by TC
(with TC edits)
10-14-2024

WHEREFORE, the parties set their hand and seal as of the dates shown below:

BLUE SKY CAPITAL GROUP, LLC

by: [Signature]
Print: SADIQUE JAFFER
Title: MANAGING MEMBER

ATTEST:

[Signature]
Print: Amal Farah
Witness: _____

[Signature]
Print: Amyl Robinson
Witness: _____

ACKNOWLEDGMENT

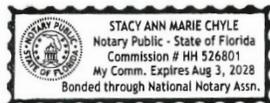
STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sadique Jaffer, as Managing member of Blue Sky Capital Group, LLC, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____ . Sworn and subscribed before me, by said persons by means of physical presence or { } online notarization on the 20 day of November, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of November, 2024.

(Affix Notary Seal)

[Signature]
Notary Public, State of Florida
Print Name: Stacy Ann Marie Chyle



As appr'd by TC
(with TC edits)
10-14-2024

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

by: its Town Council

by: *[Signature]*
Hon. Martha MacFarlane, Mayor
Hon Graham Wells, Mayor

ATTEST:

[Signature]
John Brock, Town Clerk

APPROVED AS TO FORM AND LEGALITY:

(for the use and reliance of the Town only)

[Signature]
Thomas J. Wilkes, Town Attorney

ACKNOWLEDGMENT

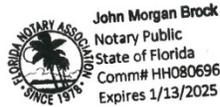
STATE OF FLORIDA)
COUNTY OF LAKE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to *Graham Wells* administer oaths and take acknowledgments, personally appeared ~~Martha MacFarlane~~, as Mayor of the Town of Howey-in-the-Hills, Florida, and ~~she~~ acknowledged executing the same freely and voluntarily. ~~She~~ *He* is personally known to me. *he*

Sworn and subscribed before me, by said persons by means of physical presence or { } online notarization on the 10th day of December, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of December, 2024.

(Affix Notary Seal)



[Signature]
Notary Public, State of Florida
Print Name: John Morgan Brock

*As appr'd by TC
(with TC edits)
10-14-2024*

EXHIBIT A
THE PROPERTY

[insert legal description]

*As appr'd by TC
(with TC edits)
10-14-2024*

#61174534 v6

INSTRUMENT#: 2022143195 OR BK 6047 PG 370 PAGES: 5 11/1/2022 10:54:42 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$44.00 DEED DOC:\$11340.00

Return to:
Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 S. Westmonte Dr., Suite 2040
Altamonte Springs, FL 32714

Prepared by and after
Recording return to:
James G. Willard, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and effective as of the 31st day of October, 2022, by M.L. CARTER SERVICES, INC., a Florida corporation, as Trustee of the CARTER-LAKE 160 NUMBER 2 ROAD LAND TRUST, pursuant to Section 689.073, Florida Statutes, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806-8500 (the "Grantor"), to BLUE SKY CAPITAL GROUP, LLC, a Florida limited liability company, whose address is 103 Commerce Street, Suite 160, Lake Mary, Florida 32746 (the "Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all of the parties to this Special Warranty Deed and the successors and assigns of each party. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

WITNESSETH

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain land situated in Lake County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other; and the land is free of all encumbrances except ad valorem real property taxes accruing subsequent to December 31, 2022, and those matters set forth on Exhibit "B" attached hereto; provided, however, reference thereto shall not serve to reimpose same.

[SIGNATURE AND NOTARY BLOCK CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

M.L. CARTER SERVICES, INC., as Trustee of the Carter-Lake 160 Number 2 Road Land Trust, under the provisions of an unrecorded land trust dated October 30, 2015 pursuant to Section 689.073, Florida Statutes

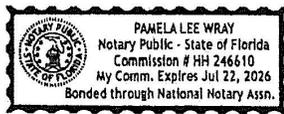
Emily Brown
Print Name: Emily Brown

Jessica Sathfield
Print Name: JESSICA SATHFIELD

By: [Signature]
Daryl M. Carter, President

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th day of October, 2022, by Daryl M. Carter, as President of M.L. CARTER SERVICES, INC., a Florida corporation, the Successor Trustee of the CARTER-LAKE 160 NUMBER 2 ROAD LAND TRUST, under the provisions of an unrecorded land trust dated October 30, 2015, pursuant to Section 689.073, Florida Statutes. He appeared before me by means of physical presence and is personally known to me.



[Signature]
(Signature of Notary Public)
Print Name: Pamela Lee Wray
Notary Public, State of Florida
Commission No.: HH 246610
My Commission Expires: 07/22/2026

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: 27-20-25-0001-000-03300:

THAT PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2737, PAGES 1678 THROUGH 1680, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LYING IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 SECTION CORNER OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, AND ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, RUN S00°27'46"W A DISTANCE OF 506.08 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 975, PAGE 1473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS FIELD MONUMENTED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWESTERLY LINE RUN THE FOLLOWING THREE (3) COURSES; S 41°36'25"E A DISTANCE OF 89.22 FEET, S41°38'46"E A DISTANCE OF 180.32 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1406.26 FEET TO WHICH A RADIAL LINE BEARS S48°23'43"W; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°21'46" AN ARC DISTANCE OF 107.08 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED AS ENVIRONMENTAL EASEMENT NO. 22, AS FOUND ON PAGE 1463 OF OFFICIAL RECORDS BOOK 1121, PAGES 1441 THROUGH 1478, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE RUN THE FOLLOWING THREE (3) COURSES; S68°35'23"W A DISTANCE OF 16.30 FEET, S44°30'53"W A DISTANCE OF 80.19 FEET, S33°10'29"W A DISTANCE OF 65.77 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N89°29'24"W A DISTANCE OF 148.97 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 27; THENCE ALONG SAID WEST LINE RUN N00°27'46"E A DISTANCE OF 395.61 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 27-20-25-0003-000-03100:

A PARCEL OF LAND SITUATE IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BEING THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 LYING NORTHERLY OF NUMBER TWO ROAD (PUBLIC ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST 1/4; THENCE SOUTH 89°40'19" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 332.52 FEET; THENCE SOUTH 00°05'49" WEST ALONG THE EAST LINE OF SAID WEST 1/4 243.34 FEET; THENCE NORTHWESTERLY ALONG THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF NUMBER TWO ROAD (PUBLIC ROADWAY) 410 FEET MORE OR LESS; THENCE NORTH

A-1

ORLDOCS 20012997 | 37371.0019

00°05'49" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 10.09 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 27-20-25-0002-000-00200:

THE NORTH 1/2 OF THE NORTHWEST 1/4; LESS AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AS TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1076, PAGE 0802, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID SOUTHWESTERLY BOUNDARY ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COASTLINE RAILROAD; TOGETHER WITH THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4: 28-20-25-0001-000-00100:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2022 and subsequent years, which are not yet due and payable.
2. Easement in favor of Florida Power Corporation, recorded January 23, 1952 in Deed Book 320, Page 637, in the Public Records of Lake County, Florida. (As to Parcel 3)
3. Distribution Easement in favor of Florida Power Corporation, a Florida corporation, recorded October 27, 2000 in Official Records Book 1874, Page 1206, in the Public records of Lake County, Florida. (As to Parcel 3)
4. Distribution Easement in favor of Florida Power Corporation, a Florida corporation, recorded May 30, 2001 in Official Records Book 1953, Page 340, in the Public Records of Lake County, Florida. (As to Parcel 3)



18 EAST PALM STREET
LAKE COUNTY, FLORIDA 32053
TEL: 407-531-3333 FAX: 407-531-3333
WWW.ALLEN-AND-COMPANY.COM

ALTA / NSPS BOUNDARY SURVEY
OF
HOWEY IN THE HILLS
SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

FOR:
P.R. LAND DEVELOPMENT & INVESTMENTS

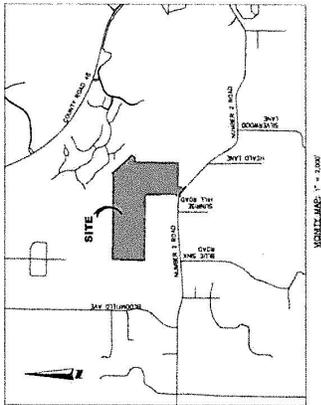
Table with columns: DATE, PERSONS, and rows for various dates and names.

DATE: 07/27/2025
PERSONS: JAMES L. ROCKMAN
DATE: 07/27/2025
PERSONS: JAMES L. ROCKMAN

SHEET 1 OF 2

SURVEYOR'S NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 THE NE 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF THE SURVEY OF THE SAME, RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: ...



LEGAL DESCRIPTIONS:

- PARCEL 1: THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF THE SURVEY OF THE SAME, RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: ...

SCHEDULE B - H EXCEPTIONS

- 9. EXEMPTION FROM THE REQUIREMENTS OF SECTION 190.001, F.S., FOR THE PURPOSES OF THE DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, AS SHOWN ON THE PLAT OF THE SURVEY OF THE SAME, RECORDED IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: ...

CERTIFIED TO:

Blue Sky Capital Group, LLC, a Florida limited liability company
Suzanne Lynn Wood, Trustee, a division of United Community Bank
Wesley J. Wood, Trustee, a division of United Community Bank
Zimmerman Real Estate, P.A.

THIS IS TO CERTIFY THAT THIS WAS RECORDED AND THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND HAS FOUND NO OTHER RECORDS THAT AFFECT THE SURVEY.

Digitally signed by:
James L. Rockman
Date: 2025.07.27 17:04:00



JAMES L. ROCKMAN 0537 0033 DATE: 07/27/2025

Attachment “F” – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands

1. Habitat-Specific Management Practices

1.1 Oak Hammocks

- Understory Management: Use minimal disturbance methods, preserve leaf litter, avoid heavy machinery near roots.
- Invasive Species Control: Conduct periodic site inspections and remove invasives (e.g., Brazilian pepper) via targeted methods.
- Resident Education: Discourage exotic ornamentals or invasive species.

1.2 Pine Flatwoods

- Fire Management: Use mulching, grazing, hand-felling or roller chopping in coordination with local authorities if Pine Flatwoods mature to need such treatments.
- Vegetation Enhancement: Allow native grasses and forbs to seed (e.g., wiregrass, bluestem).
- Invasive Species Control: Monitor and remove promptly with herbicides as needed.

1.3 Open Prairie

- Maintaining Prairie Structure: Conduct mechanical brush removal to limit woody encroachment.
- Enhancing Native Diversity: Introduce or retain native wildflowers and grasses to support pollinators.

1.4 Wetlands

- Buffer and Hydrology: Maintain vegetated buffers, restrict fertilizer/pesticide use, preserve drainage patterns.
 - Vegetation and Wildlife Management: Remove invasive aquatic plants and promote native emergent vegetation (e.g., pickerelweed).
 - Erosion Control: Use silt fencing, riparian plantings, and stable drainage designs during and post-construction.
-

Attachment “F” – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands

2. Implementation Timeline

- Before Site Development
 - Finalize conservation easements, buffers, and development footprints.
 - Conduct baseline ecological surveys in accordance with SJRWMD permitting.
- During Site Development
 - Conduct appropriate clearings to maintain native species to the maximum extent possible.
 - Initiate targeted invasive species removal.
- Post Development Years 1–5
 - Conduct follow-up maintenance.
 - Monitor habitat conditions in accordance with SJRWMD permitting; adjust invasive control as needed.
- Ongoing
 - Annual assessments, adaptive management revisions, continued community outreach.

3. Allocation of Responsibilities and Maintenance Guidelines

To ensure the effective upkeep of the protected and open spaces (including associated facilities), the following Maintenance Responsibility Matrix outlines required tasks, recommended timing, location, personnel, and cost estimates. These guidelines will be implemented and maintained by the Homeowner’s Association.

Task	Timing/Season	Location	Responsible Party*
Mechanical Thinning	Late Winter / Early Spring (frequency as recommended by environmental consultant).	Pine Flatwoods, Open Prairie	- Approved Contractors

Attachment “F” – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands

Invasive Species Removal	Annually at a minimum or as indicated by site walks.	All habitats (oak hammocks, pine flatwoods, prairies, wetlands)	<ul style="list-style-type: none"> - Certified Applicators - Homeowners Association Maintenance Crew - Volunteer Groups
Native Species Planting	Fall or Early Spring	Degraded areas of hammocks, flatwoods, prairie edges, wetland buffers	<ul style="list-style-type: none"> - Landscaping Contractors - Homeowners Association Maintenance Crew - Community Volunteers
Understory Management	As needed (often late fall or winter to minimize disturbance)	Oak Hammocks, Pine Flatwoods	<ul style="list-style-type: none"> - Licensed Arborist - Homeowners Association Maintenance Crew - Volunteer Teams (for debris removal)
Mowing / Brush Management	Seasonal (2-3 times/year)	Open Prairie edges, select pathways	<ul style="list-style-type: none"> - Landscape Contractor - Maintenance Staff - Homeowners Association Maintenance Crew

Attachment “F” – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands

Erosion Control & Drainage Maintenance	Ongoing inspections	Wetlands, ditches, drainage swales	- Homeowners Association Maintenance Crew
Annual Habitat & Wildlife Site Walks	Annually (Spring)	All designated conservation areas	- Environmental Consultant - Homeowners Association Maintenance Crew - Trained Volunteers
<p>Mechanical thinning and Understory Management: \$25/ac annually = \$1,250/year Invasive Species Removal: \$1,500/year Native Species Planting: As needed by special assessment. Mowing / Brush Management: \$1,500 per mow (@ 3x / year) = \$4,500/year Erosion Control & Drainage Maintenance: Inspections included with mowing. Annual Habitat Site Walks: \$1,000/year</p> <p>Estimate Total Annual Cost: \$8,250 annually</p>			
<p>*The homeowners association is responsible for funding of all the common and conservation areas.</p>			

4. Funding, Staffing, and Insurance

1. Maintenance Cost Estimates and Funding Mechanisms
 - Homeowners’ Association (HOA) Dues: A portion of HOA fees is earmarked for habitat management, insurance, and capital improvements.
 - Special Assessments: These may be established for major one-time expenses (as needed).

Attachment “F” – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands

- Grants and Partnerships: The community may seek state/federal grants or partner with conservation NGOs for specialized projects, such as wetland restoration or prescribed burning.
- 2. Staffing Requirements
 - Contractors and Certified Professionals: Hired as needed for mulching/grubbing, invasive species control, arborist work, and engineering services.
 - Community Association Maintenance Crew: Handles routine tasks such as mowing, minor erosion control measures, and assisting with volunteer events.
 - Volunteers: Residents can assist under professional guidance, helping reduce labor costs and bolstering community engagement.
- 3. Insurance Coverage
 - General Liability Insurance: Covers volunteers, contractors, and the HOA during maintenance and management tasks.
- 4. Future Adjustments
 - Annual budget reviews by the HOA (or designated management entity) will ensure funds remain adequate for ongoing conservation tasks.

5. Plan Revisions and Approval Process

Any changes, amendments, or additions to this Plan shall be submitted to the County Manager or their designee for review and approval. This ensures that modifications remain consistent with county regulations, environmental best practices, and the long-term conservation goals of the community.

6. Enforcement of the Plan

1. HOA and Covenants
 - The Homeowners’ Association (HOA) has the authority to enforce compliance through community bylaws and covenants.
 - Violations (e.g., unauthorized clearing, planting invasive ornamentals) can trigger fines or mandatory remediation.
2. County Oversight
 - The County may conduct periodic inspections to verify compliance with approved management practices.

Attachment “F” – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands

- Non-compliance may result in penalties under county ordinances or requirements for corrective action.
3. Reporting and Transparency
- Annual reports summarizing maintenance activities, costs, and ecological outcomes will be submitted to the HOA Board and made available to the County upon request.
 - The report will detail all tasks completed (including timings, personnel, and associated costs) and address any changes to management strategies.
-

Attachment “G”-Community Meeting Information



Cedar Creek
Community Meeting Notes

September 23, 2025 5:00 pm to 7:00 pm
Howie-in-the-Hills Library

Public Comments & Questions: The following comments and questions were received in the community meeting. Responses are in blue.

1. Property Location

- Clarification requested on the exact location of the property. A map was shown at the meeting.

2. Management Plan

- Copy of the management plan requested. A copy will be provided.
- Question: Who is the management company overseeing conservation efforts? This will be handled as required by the LDC and will be funded by the to be formed Property Owners Association for the community.

3. Utilities

- Questions regarding septic and well systems. Individual high efficiency septic systems, specifically, Aerobic Treatment Units (ATU) are proposed for each lot with a package water plant providing potable water and fire protection capacity.
- Concern about local wells: ability to supply 1,000 gallons per minute for fire hydrants. Consumptive Use permits will be required and fire protection will be provided with an above ground storage tank and pumps.

4. Annexation

- Question raised: Could the property be annexed into Howey-in-the-Hills? The property is not eligible at this time as it is not contiguous to the town.

5. Development Plans

- What is the proposed development plan for the 40 acres? Nothing is currently proposed but per requirements, an access easement will be provided to the property.
- Can the 40 acres be donated or placed into permanent conservation? Not in consideration at this time.
- Request to consider making some lots 1 acre in size. The applicant noted this request, however this causes challenges with the intent of the conservation subdivision standards.

Attachment “G”-Community Meeting Information



Cedar Creek
Community Meeting Notes

September 23, 2025 5:00 pm to 7:00 pm
Howie-in-the-Hills Library

- the 100' buffer? Stabilization will be subject to Fire Marshall requirements.
- Request for wider turn lanes. A 3-way stop condition at the entrance with Number 2 Road is recommended for safety and traffic calming.
- Concern: No. 2 Road is too small to handle additional traffic. Noted.
- Request for a traffic safety analysis on the blind curve, with an updated TIA to address safety standards. Applicant to address during in the design and review process.

8. Environmental Concerns

- Request to maintain wildlife corridors and connectivity between properties.
Connectivity is provided.
- Questions about drainage impacts:
 - How will new ponds be created and interconnected? These will be new ponds. Interconnecting the ponds is unknown at this time.
 - Will existing wetlands be affected? No.
- Concerns regarding floodplain impacts: Are portions of the site within a floodplain?
All floodplain requirements will be met throughout the design phase of the project and will be permitted through the County and Water Management District.
- How many acres of wetlands will be preserved? Approximately 40 acres.

9. Trails & Public Access

- What trails and sidewalks will be provided? The internal rural roads are not proposed to have sidewalks.
- Will there be public access to the trail system? The conservation area is required to allow public access per code. Any walking paths will be unpaved.

10. Process & Timeline

- What is the submittal process? Conceptual Sketch Plan > Preliminary Plat > Construction Plans > Construction
- When will preliminary plats be submitted? After the completion of the Conceptual Sketch Plan process and public hearing.

Attachment “G”-Community Meeting Information



Cedar Creek
Community Meeting Notes

September 23, 2025 5:00 pm to 7:00 pm
Howie-in-the-Hills Library

- Questions about the lot layouts and setbacks. A typical lot plan will be provided.
- Request for details on building footprints and lot specifications. A typical lot plan will be provided.
- What is the pricing of the homes? Unknown at this time but could range from \$300K to \$600k.

6. Design & Character

- Suggestion to include green strips behind houses that are back-to-back. The applicant will consider including this change.
- Concerns about maintaining rural character along roadways per County Code:
 - Development should improve or protect rural character along corridors. Scenic views and vistas should remain unblocked. No perimeter fence is proposed in line with rural character and the perimeter buffers will be maintained in their natural state where possible.
 - Consider “no-build, no-plant” or “no-cut” buffers along roadways and wooded areas. Significant tree save and tree protection areas are proposed.
- Preservation of tall board trees requested. Applicant confirmed this area is designated as preservation.
- Entrance signage and features should reflect a rural character. Recommended no signage. Applicant plans to address this comment.
- What type of fencing will be used on the property? No perimeter fence is proposed. A rural (farm or picket fence) is required along the rear of the lots to designate the separation between the public and private realms.
- Request for more landscape and buffer details, including southwest buffer design. Noted and to be provided during in the design and review process.

7. Access & Circulation

- Location and design of emergency access: Is it paved or stabilized? Will it conflict with

Attachment "G"-Community Meeting Information



Cedar Creek
Community Meeting Notes

September 23, 2025 5:00 pm to 7:00 pm
Howie-in-the-Hills Library

Meeting Sign in Sheet Attendance: 24

SEPTEMBER 23, 2025 5:00 PM CEDAR CREEK NEIGHBORHOOD MEETING

Name	Address	Email
MARK CALATHAN	9200 SAN JOSE BLVD	markcal1229@gmail.com
Deb Lambert	9416 San Jose Blvd	
Theresa Barone	9322 San Jose Blvd	
Richard C. Barone	9322 San Jose Blvd	
Roger Burgoyne	9210 SAN JOSE AVE	Roger + Ginny ahrappford.com
John + Gina Brasell	9508 Serrano Ct. Howie in the Hills	jgbrasell@icloud.com
Catherine + Tito Cruz	9437 San Miguel Howie in the Hills	Develop@titoandcatherine.com
Derek Kramer	26233 Hoke Las Colinas	derekkramer@gmail.com
Greg Stoll	9445 San Miguel Howie in the Hills	mstoll@bellsouth.net
Jim + Jean	9318 San Jose Howie	jimandjean@gmail.com
Elizabeth Dean	" "	" "
Jo Harvey	25937 San Rafael Ct	DANCE TIME 53@YAHOO.COM
Brittany Lech	25936 Blossfield Ave	brittanybottig@gmail.com
JOHN BLASSETT	9350 NUMBER TWO ROAD	JIB@GLOBALUPE.COM
Gerry + Linda KAMRATH	9314 San Jose Blvd, Howie	
Jim + Emily Chaput	9025 number Two Rd. Howie	chaput65@gmail.com
Matt + Gina BIEGLER	25246 Sunrise with 11 DR.	mbgl14@yahoo.com
Anthony + Laura Katz	712 Calabrian Way Howie	Anthonykatz@aol.com

Attachment "H"-School Letter



201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

August 12, 2025

Mr. Alex Stringfellow
Stringfellow Planning
PO Box 564
Winter Park, Florida 32790

**RE: Cedar Creek – Lake County
Adequate Public Facilities Determination (APF10-2025)
Alt Keys: 1101051, 3852069**

Dear Mr. Stringfellow:

The School District has reviewed the above-referenced development project information proposing 97 single-family dwelling units on approximately 119 acres. The subject property is located north of Number Two Road, between Blue Skink Road and the Mission Inn in the Howey and the Hills area. This property is located in Lake County Schools Concurrency Service Area (CSA) #10.

The proposed development has the potential to generate approximately 31 new students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- **Astatula Elementary School** 91% Capacity
- **Tavares Middle School** 81% Capacity
- **Tavares High School** 97% Capacity

Currently, the district's Five-Year Capital Plan does not include any projects that would provide relief to the assigned schools. However, the District is aware of the residential growth in this area and will continue to monitor the development to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute a school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at the time of school concurrency review. Should you have any questions or need additional information don't hesitate to get in touch with me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis

"Equal Opportunity in Education and Employment"

Attachment "H"-School Letter

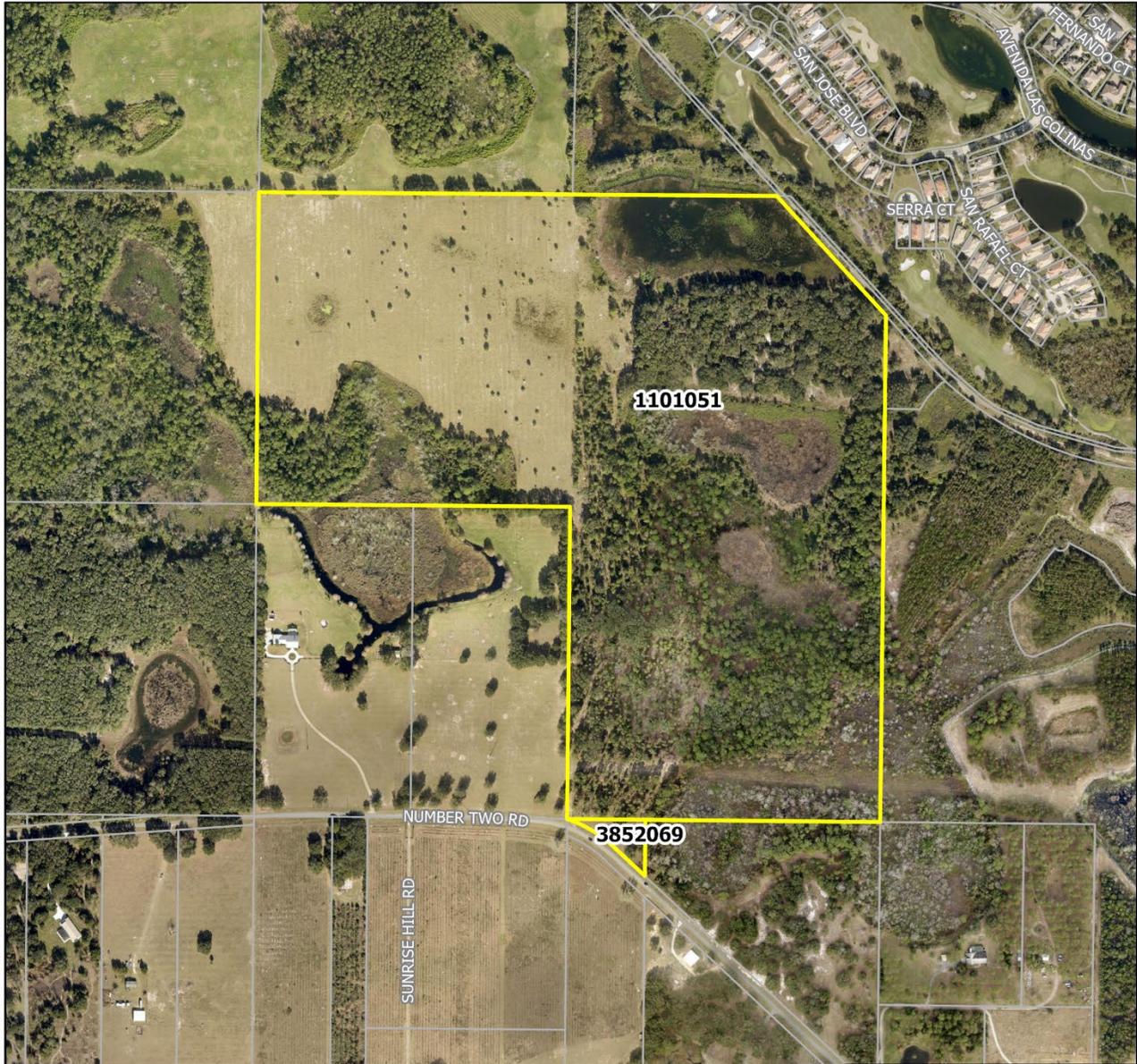


Lake County Schools Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools					
PROJECT NAME/CASE#	Cedar Creek (Unincorp. Lake County) / APF10-2025					
ITEM DESCRIPTION	97 Single-family units on +/- 119 acres					
LOCATION	North of Number Two Road, between Blue Skink Road and Mission Inn.					
Alt Key Numbers	3852069, 1101051					
	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts	MH Impacts
NEW DU IMPACT (units)				97	0	0
STUDENT GENERATION	0.312	0.268	0.170	30	0	0
Elementary School	0.140	0.145	0.087	14	0	0
Middle School	0.072	0.059	0.041	7	0	0
High School	0.100	0.064	0.042	10	0	0
	*Students generated may differ from distribution percentages due to rounding					
CSA # 10						
	Enrollment 2024-2025	Permanent Capacity	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Astatula Elementary	633	709	89%	647	91%	No
Tavares Middle	933	1,157	81%	940	81%	No
Tavares High	1,460	1,520	96%	1,470	97%	No
	Lake County School District Five-Year Plan, Fiscal Year 2024/2029					
Comments:	Sidewalks and pedestrian access were not reviewed. Already reserved capacity is not included in the % of permanent capacities.					
	Please note that this is NOT a School Concurrency capacity reservation.					
	*Permanent capacity does not include relocatables/portables.					
	This review does not include already reserved capacities.					
	Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept.			Issue Date:		8/12/2025

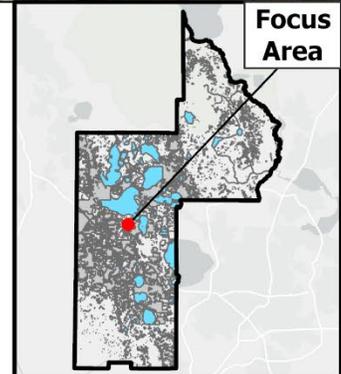
Aerial Map

RCS-PZ2025-130 RCS-PZ2025-130_CedarCreek



Path: G:\Workgroups\GIS_Dept\Projects\GrowthManagement\Planning\Zoning\RCS-PZ2025-130_CedarCreek\RCS-PZ2025-130_CedarCreek.aprx

To allow rural conservation single family subdivision



6/10/2025

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CONSIDERING A CONCEPTUAL SKETCH PLAN FOR A RURAL CONSERVATION SUBDIVISION KNOWN AS CEDAR CREEK (PZ2025-130) PURSUANT TO SECTION 17.06.01, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, LOCATED IN THE UNINCORPORATED AREA OF HOWEY-IN-THE-HILLS, IDENTIFIED AS ALTERNATE KEY NUMBERS 1101051 AND 3852069, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 24, 2023, the Board of County Commissioners adopted Ordinance No. 2023-09, which created Chapter XVII, Lake County Code, Appendix E, Land Development Regulations (LDR), entitled *Rural Conservation Subdivision Design Standards*; and

WHEREAS, LDR Section 17.06.01, the Board of County Commissioners (Board) may approve, approve with conditions, or deny an application for a Conceptual Sketch Plan after holding a public hearing if 200 or more lots are proposed, or more than one (1) Lot of Record is included in the proposal as part of the Rural Conservation Subdivision development; and

WHEREAS, Blue Sky Capital, LLC (Owner) and Alex Stringfellow from Stringfellow Planning (Application), did apply for approval of a Rural Conservation Subdivision Conceptual Sketch Plan; and

WHEREAS, on March 4, 2026, the Conceptual Sketch Plan was considered at a public hearing before the Planning and Zoning Board,

WHEREAS, on April 7, 2026, the Board of County Commissioners reviewed said application, the recommendations of the Lake County Planning and Zoning Board, the staff report and any comments, favorable or unfavorable from the public and surrounding property owners at a public hearing duly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Conceptual Sketch Plan. The Conceptual Sketch Plan, attached hereto and incorporated hereby reference as **Exhibit A**, is hereby:

- Denied
- Approved
- Approved with the Following Conditions:

Section 3. Effective Date. This Resolution shall take effect on the day it is Passed and Adopted by the Board of County Commissioners. Further, the Conceptual Sketch Plan shall be effective for twelve (12) months from the Effective Date of this Resolution and a Preliminary Plat must be submitted and approved before the Conceptual Sketch Plan expires. A single extension of six (6) months may be granted by the County Manager or designee if a request for extension is submitted at least thirty (30) days prior to the expiration of the Conceptual Sketch Plan approval. A request for extension must be denied if any portion of the Conceptual Sketch Plan becomes inconsistent with the Lake County Comprehensive Plan. If the Conceptual Sketch Plan expires without receiving a Preliminary Plat approval, an application for new Conceptual Sketch Plan must be submitted.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

BOARD OF COUNTY
COMMISSIONERS LAKE COUNTY,
FLORIDA

Leslie Campione, Chairman

This ____ **day of** _____, 2026.

Approved as to form and legality:

Melanie Marsh,
County Attorney

EXHIBIT A: CONCEPTUAL SKETCH PLAN

CEDAR CREEK CONSERVATION SUBDIVISION



December 30, 2025

LAKE COUNTY, FLORIDA | Cedar Creek

1" = 200'

P | 01