HERNANDO COUNTY ZONING AMENDMENT PETITION



Application to Change a Zoning Classification

Application request (check one):.

Rezoning □ Standard ☑ PDP

Master Plan □ New □ Revised

PSFOD □ Communication Tower □ Other

PRINT OR TYPE ALL INFORMATION

Io. 11-22-09 Official Date Stamp:
F 0 2 2022
Planning Department Hernando Odunty, Florida

Date: 01/6/2022		
APPLICANT NAME: Pulte Group		
Address: 2662 Falkenburg Road		
City: Riverview	State: FL	Zip: 33578
Phone:Email:		•
Property owner's name: (if not the applicant) Terry E. Grant, Andrew J. Grant, Carolyn		
REPRESENTATIVE/CONTACT NAME: Tatum Csorba		
Company Name: Coastal Engineering Associates, Inc.		
Address: 966 Candlelight Boulevard		
City: Brooksville Phone: (352)848-3661 Email: tcsorba@coastal-engineerin	State: FL	Zip: 34601
HOME OWNERS ASSOCIATION: ☐ Yes ☑ No (if applicable provide name)		
Contact Name:		
Address: City:	Stat	te:Zip:
PROPERTY INFORMATION:		
1. PARCEL(S) <u>KEY</u> NUMBER(S): <u>00377611</u>		
SECTION 16 , TOWNSHIP 23 South Current zoning classification: Agricultural (AG)	, RANGE <u>18</u>	East
4. Desired zoning classification: Single Family Residential Planned	Development Project PDP	P (SF)
5. Size of area covered by application: +- 253.80 acres	N 0- 11- 01- 1 : 01	
6. Highway and street boundaries: Impatiens Street - North, Drysdale S		eet- West
7. Has a public hearing been held on this property within the past twelve me		
8 Will expert witness(es) be utilized during the public hearings?	☐ Yes ☑ No (If yes,	, identify on an attached list.)
9. Will additional time be required during the public hearing(s) and how mu	uch?	needed:)
PROPERTY OWNER AFFIDIVAT		
SCM Hernando, LLC Sch I, Terry E. Grant, Andrew J. Grant, Carolyn J. Grant, Mark Clyman, Scott Clyman, Sandra Clyman Merrill Revocable Trust, ha	ave thoroughly exemined the	instructions for Eliment
application and state and affirm that all information submitted within this petition	on are true and correct to the	hest of my knowledge and
belief and are a matter of public record, and that (check one):	on are are and confect to the	best of my knowledge and
I am the owner of the property and am making this application OR		
I am the ownercof the property and am authorizing (applicant): Pulte Grou	up	
and (representative, if applicable): Coastal Engineering Associates, Inc.	1 00	7
to submit an application for the described property.	11/11/	1 21
	V (V/a V	0(//
Heard	Signature of Property Owner	Rendered to the
STATE OF PECKEDA NEWYORK SCM HE	tranto ILC. K.	
COUNTY OF FLOWING NOW YORK by San	dracly man Merrill,	Sok Member
	to me or produced POSSAV	, 20 <u>72</u> , by
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Signature of Notary Public

Effective Date: 11/8/16 Last Revision: 11/8/16

MARTIN ORENSTEIN
Notary Public State of New York
NO.31-481-3090

Qualified In Westchester County Commission Expires March30

Notary Seal/Stamp

PROPERTY MANAGEMENT AGREEMENT

This PROPERTY MANAGEMENT AGREEMENT (the "Agreement") is dated as of this 12 day of the "Tenants in Common", 2021, between the Tenants in Common who execute a counterpart of this Agreement (collectively, the "Tenants in Common"), and SCM HERNANDO, LLC, a Florida limited liability company (the "Property Manager"), with reference to the following facts:

RECITALS

- A. The Tenants in Common own (or will upon the effective date hereof own) a vacant property located in Hernando County, Florida, and more particularly described on <a href="Exhibit "A" attached hereto and made a part hereof by reference as if fully set forth herein. The Land is also identified as Hernando County Property Appraiser's Property Identification Nos. R4231816000000400000 and A1642318000000400000 (the "Property");
- B. The Tenants in Common desire to engage the Property Manager to manage, lease, operate, and maintain the Property; and
- C. The Tenants in Common have entered into a Tenants in Common Agreement (the "Tenants in Common Agreement") concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Commencement and Termination Dates; Authority of Tenants in Common.

- 1.1 Commencement and Termination. The Property Manager's duties and responsibilities under this Agreement shall begin on the date that the Tenants in Common acquire the Property or the date of this Agreement, whichever is later, and shall terminate on the earlier of (i) the sale of the Property or any portion thereof, as to such portion of the Property sold (other than any sale of an undivided interest held by a Tenant in Common to a party that will acquire such interest subject to the Tenants in Common Agreement and this Agreement), or (ii) termination or non-renewal as provided in Section 4.
- Authority of the Tenants in Common. Whenever in this Agreement the approval, consent or other action by the Tenants in Common is required or otherwise appropriate, the unanimous approval, consent or other action of the Tenants in Common shall be required, except that the Tenants in Common holding more than fifty and one tenth percent (50.1%) of the undivided interests in the Property shall have the right to terminate this Agreement. Whenever in this Agreement the consent or approval of the Tenants in Common is required or otherwise requested, the Tenants in Common shall have ten (10) days after the date the request for consent or approval is submitted by the Property Manager to approve or disapprove of the matter in writing (unless a longer or shorter period for response is specifically provided for herein). In the event a Tenant in Common does not disapprove in writing of such matter within such ten (10) day period (or such longer or shorter period expressly provided for herein), the Tenant in Common shall be deemed to have approved the matter.

Received

FEB 02 2022

Planning Department Hernando County, Florida

Property Manager's Rights and Responsibilities.

- 2.1 Status of the Property Manager. The Tenants in Common and the Property Manager do not intend to form a joint venture, partnership or similar relationship. Instead, the parties intend that the Property Manager shall act solely in the capacity of an independent contractor for the Tenants in Common. Nothing in this Agreement shall cause the Property Manager and the Tenants in Common to be joint venturers or partners of each other, and neither shall have the power to bind or obligate the other party by virtue of this Agreement, except as expressly provided in this Agreement. Nothing in this Agreement shall deprive or otherwise affect the right of either party to own, invest in, manage, or operate, or to conduct business activities which compete with the business of the Property.
- 2.2 <u>Management.</u> The Property Manager shall manage, operate and maintain the Property in an efficient, economic, and satisfactory manner and shall arrange the proper operation of the Property, subject to (a) applicable governmental requirements, and (b) the terms and provisions of this Agreement. At the expense of the Tenants in Common, the Property Manager shall keep the Property clean and in good repair, shall order and supervise the completion of such repairs as may be required and shall generally do and perform, or cause to be done or performed, all things necessary, required or desirable for the proper and efficient management, operation, and maintenance of the Property provided the Tenants in Common, in a manner reasonably satisfactory to the Property Manager, make available to the Property Manager such sums as are reasonably necessary to pay the costs thereof.



Manager is hereby empowered and authorized by the Tenants in Common to sign and deliver, on behalf of the Tenants in Common, authorizations and consents as may be required from time to time for PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "Contract Vendee"), to submit applications to various government agencies in pursuit of the approvals and permits that Contract Vendee needs to satisfy its obligations under and in connection with, and to consummate the transactions contemplated by, that certain Real Estate Purchase and Sale Agreement by and among the Tenants in Common, as seller, and Contract Vendee, as purchaser, dated August 11, 2021.

Compensation.

4. Termination.

- 4.1 <u>Termination by the Tenants in Common.</u> The Tenants in Common holding more than fifty and one tenth percent (50.1%) of the undivided interests in the Property shall have the right to terminate this Agreement, at any time, without cause, upon thirty (30) days prior written notice to the Property Manager.
- 4.2 <u>Termination by the Property Manager</u>. The Property Manager shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Tenants in Common.
- 5. <u>Notices</u>. All notices, demands, consents, approvals, reports and other communications provided for in this Agreement shall be in writing and shall be given to the Tenants in Common or the Property Manager at the address set forth below or at such other address as they may specify hereafter in writing:

TENANTS IN COMMON:

At the addresses specified in the Tenants in Common Agreement

PROPERTY MANAGER:

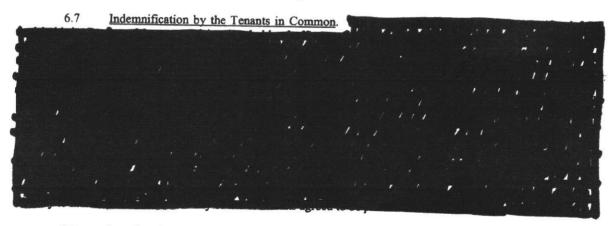
SCM Hernando, LLC, a Florida limited liability company

Attn: Sandra Merrill 145 E. 74 Street, #8A New York, NY 10021 Phone: (917) 579-0928 Email: sm@sandymerrill.com

Such notice or other communication may be delivered by a recognized overnight delivery service providing a receipt, facsimile transmission, or mailed by United States registered or certified mail, return receipt requested, postage prepaid if deposited in a United States Post Office or depository for the receipt of mail regularly maintained by the Post Office. Notices shall be effective upon receipt.

Miscellaneous.

- 6.1 Gender. Each gender shall include each other gender. The singular shall include the plural and vice-versa.
- 6.2 <u>Amendments</u>. Except as otherwise provided, each amendment, addition or deletion to this Agreement shall not be effective unless approved by the parties in writing.
- 6.3 <u>Attorneys' Fees.</u> In any action or proceeding between the Property Manager and the Tenants in Common arising from or relating to this Agreement or the enforcement or interpretation hereof, the party prevailing in such action or proceeding shall be entitled to recover from the other party all of its reasonable attorneys' fees and other costs and expenses of the action or proceeding.
- 6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without regard to any choice of law rules.
- 6.5 <u>Venue</u>. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Hernando County, Florida.
- 6.6 <u>Headings</u>. All headings are only for convenience and ease of reference and are irrelevant to the construction or interpretation of any provision of this Agreement.



- 6.8 <u>Complete Agreement</u>. This Agreement shall supersede and take the place of any and all previous agreements entered into between the parties with respect to the Property.
- 6.9 <u>Severability</u>. If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the

remainder of this Agreement, where the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

- 6.10 No Waiver. The failure by either party to insist upon the strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such item shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties.
- 6.11 <u>Binding Effect</u>. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns.
- 6.12 <u>Counterparts</u>. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

[Signatures Follow On Next Page]

PROPERTY MANAGER:
SCM HERNANDO, LLC a Florida limited liability company
By: fluder light little
Name: Sandra Clyman Merrill
Title: Sole mental
TENANTS IN COMMON:
TENANTS IN COMMON:
TEG HERNANDO, LLC, a Florida limited liability company
TEO TIERRANDO, ELC, a Florida limited hability company
Ву:
Name:
Title:
AJG HERNANDO, LLC, a Florida limited liability company
Ву:
Name:
Title:
CIG HEDNANDO LLC - Florid- Books d'Estate
CJG HERNANDO, LLC, a Florida limited liability company
P _V
By:Name:
Title:
MSC HERNANDO, LLC, a Florida limited liability company
Ву:
Name:
Title:

PROPERTY MANAGER:
SCM HERNANDO, LLC, a Florida limited liability company
Ву:
Name:
TENANTS IN COMMON:
TEG HERNANDO, LLC, a Florida limited liability company
By: Tey E. Grant Name: Terry E. Grant
Name: Terry E. Grant
Title: Menager
AJG HERNANDO, LLC, a Florida limited liability company
Rv.
By: Name:
Title:
CJG HERNANDO, LLC, a Florida limited liability company
Ву:
Name:
Title:
MSC HERNANDO, LLC, a Florida limited liability company
Bv:
Name:
Title:

PROPERTY MANAGER:
SCM HERNANDO, LLC, a Florida limited liability company
Ву:
Name:Title:
TENANTS IN COMMON:
TEG HERNANDO, LLC, a Florida limited liability compan
By: Name: Title:
AJG HERNANDO, LLC, a Florida limited liability company
By: ANDREW J. GRANT Title: MANAGING MEMBER
CJG HERNANDO, LLC, a Florida limited liability company
By:
MSC HERNANDO, LLC, a Florida limited liability company
By:
Title:

PROPERTY MANAGER:
SCM HERNANDO, LLC, a Florida limited liability company
Ву:
Name:Title:
TENANTS IN COMMON:
TEG HERNANDO, LLC, a Florida limited liability company
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Name: Title:
AJG HERNANDO, LLC, a Florida limited liability company
By:
Name:
CJG HERNANDO, LLC, a Florida limited liability company
Name: GAROUS J. GRANT Title: Manzay
MSC HERNANDO, LLC, a Florida limited liability company
By:
Name:
Title:

PROPERTY MANAGER:
SCM HERNANDO, LLC, a Florida limited liability company
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MSC HERNANDO, LLC, a Florida limited liability company
By: Name: Mark Change Title: Manage

SAC HERNANDO, LLC, a Florida limited liability company

By:	
Name:	
Title:	
SCM HER	NANDO, LLC, a Florida limited liability company
By: Apr	La Rockinel.
Name: S	andra Olyman Memy
Title: S	de nomer

REZONING APPLICATION – PROJECT NARRATIVE PULTE - STERLING HILL SITE PARCEL KEY 00377611.



General

The subject 253.8-acre ± property lies within section/township/range: 12 / 23S / 18E and is located at the south terminus of Sterling Hill Blvd., north of Drysdale Street, west of Sigmund Street and east of Bluestone Avenue. It is identified by the Hernando County Property Appraiser (HCPA) as Key No. 00377611. The current zoning for the subject property is Agricultural (AG). Refer to Figure 1 for the property's current zoning map. The Hernando County Comprehensive Plan Future Land Use (FLU) Map shows the property within a Residential designation. Refer to Figure 2 for the property's current FLU map.

Received

MAR 28 2022



Figure 1. Sterling Hills (Key No. 00377611.) Current Zoning Map



Figure 2. Sterling Hills (Key No. 00377611.) FLU Map

The following table identifies adjacent parcels, their zoning classification and their designation in

	map.	designation in
	PROPERTY DESCRIPTION	
CEA 2400-		ZONING FLU

NORTH	5.0 acres owned by Busler Alice Betsy Luff Ttee Busler William R	PDP (SF)	Residentia
NONIA	6.5 acres owned by Daniels Barbara W., Danie		residentia
	Language Laward, Daniels Nicole	AG	Residentia
	0.20 acres owned by Hines Raymond Scott	PDP (SF)	Residential
	0.20 acres owned by Hines Raymond Scott	DDD (CF)	Residential
	0.20 acres owned by Brocker Warren R Life Estat		
	Brocker Elizabeth Life Estate	PDP (SF)	Residential
	0.20 acres owned by Dignard Raymond Jr., Dignard Ronald, Dignard Raymond G Estate of	PDP (SF)	Do side at 1
	0.30 acres owned by Dignard Raymond Jr.		Residential
SOUTH	Opportunity Avenue	PDP (SF)	Residential
	0.30 acres owned by Lambert Roy	-	-
	0.20 acres owned by Ponce Shealynn P	PDP (SF)	Residential
	0.30 acres owned by Baez Luis R Estrada	PDP (SF)	Residential
	0.40 acres owned by Galling T	PDP (SF)	Residential
	0.40 acres owned by Collins Teresa Rana 0.40 acres owned by Mascitelli Dominick,	PDP (SF)	Residential
	Mascitelli Bernadette, Mascitelli Vincent	PDP (SF)	Residential
	0.40 acres Mahler-Van Gent, Ingrid E Life Estate	PDP (SF)	Residential
	0.40 acres Ramos Rose Ann	PDP (SF)	Residential
	0.50 acres owned by Garrity Ryan Gene, Garrity	PDP (SF)	Residential
EAST	Sydney A 0.50 acres owned by Latchford James W JR,		
	Latchford Laura N	PDP (SF)	Residential
	2.10 acres owned by Hernando County	PDP (SU)	
	0.50 acres owned by Blanchard Christopher F.	PDP (SF)	Residential
	Blanchard Dawn M	101 (31)	Residential
	0.60 acres owned by Kern Louisa	PDP (SF)	Residential
	1.0 acres owned by Plantation Palms Homeowners Assoc Inc.	PDP (SU)	Residential
	0.50 acres owned by Cano Derrick Anthony, Cano Karrie Alyssa	PDP (SF)	Residential
	0.50 acres owned by Netzel Robert J Sr. Netzel	PDP (SF)	Residential
	Ann Inez, Netzel Tammie Ann 0.60 acres owned by Wendling Jason A, Wendling		residelitial
	Lori A, Ronsheim Wanda L	PDP (SF)	Residential
	1.70 acres owned by Hernando County	DDD (CLI)	
	0.50 acres Clark Kenneth A., Clark Aimee Lynn	PDP (SU)	Residential
	0.60 acres Owner Name Exempt Per Public Record	PDP (SF)	Residential
	Laws	PDF (SF)	Residential
	0.50 acres owned by Vaughan David L, Vaughan Lauren M	PDP (SF)	Residential
	0.50 acres owned by Coronado Daniel G Jr, Coronado Ellender R	PDP (SF)	Residential
ſ	0.60 acres owned by Hernando County	DDD (CLI)	<u>-</u>
ſ	9.0 acres owned by Sterling Hill Comm Dev Dist,	PDP (SU)	Residential
}	C/O Rizetta & Co	PDP (SF)	Residential
	4.90 acres owned by Hernando County	PDP (SF)	Residential

	0.50 acros au					
	0.50 acres owned by Capshaw Lanis D	. Cansl	1714			
1	0.30 acres owned by Lazenby Kai K, I	, -4,551	PE	P (SF)		
	Chart I Chart I	azenb	v	<u>-</u>	Residential	
	0.40 acres owned by Argold neith	O.40 acres owned by Arnold Brittany D, Arnold Erik N		P (SF)	Residential	
	O 40 Erik N	Erik N				iai
	0.40 acres owned by Desantis Gerard 1	200	יטי	P (SF)	Residenti	al
	0.50 acres Own	resant	is PDF	(SF)		
	0.50 acres Owner Name Exempt Per F	ublic			Residentia	al
	0.20 acres owned by		PDP	(SF)	Rocido	
	0.20 acres owned by Wynne Jason M, W	9	PDP	1	Residentia	
	Jennifer Jennifer	/ynne			Residentia	
}	0.20 acres owned by McFadden John, McF		PDP	(SF)	Residential	
	0.20 acres owned Ashley	adden	PDP (CEI		
	0.20 acres owned by Van Asdale Robert Ma Asdale Sheila App	rk. Var			Residential	
	0.20 owned by Shark		PDP (SF)	Posid	
	0.20 acres owned by Tontini Michael A Cot Tontini Patricia A Co. the	Dist PDP		ſ	Residential	
	Tontini Patricia A Co-ttee	tee,			Residential	
			PDP (S		Residential	
	0.30 acres owned by Cooper Bryan W, Coop	<u></u>	PDP (SI	1		
	0.40 arres own 1 Jana M	PDP (SF)			Residential	
	0.40 acres owned by Prasolov Elena, Prasolo	lov			Residential	
	0.40 acres owned by Nation Manh		PDP (SF)	Recident	
	0.40 acres owned by Nation Mark, Nation Jani	e A			Residential	- [
	6.70 acres owned by Duke Energy Center		PDP (SF)		Residential	7
	9.50 acres owned by Carrier Regina, Carrier Raymond		AG	- 		
	Raymond Raymond			- 	ublic Facility	7
	0.30 acres owned by Hurley Danny L	A] ,	Residential	7
	ClidStain C4	PDP (SF)				_
	0.30 acres owned by Lett		•	 	Residential]
	Townsell by Progress b		PDP (SF)	P	Poside at	
	Borrower 5 LLC	- 1	DP (SF)		esidential	
MEGT	0.20 acres owned by Logsdon Maria N Tremul 0.20 acres owned by Albania			R.	esidential	
WEST	by Albert James Lau	,	DP (SF)	Re	esidential	
1	0.20 owned by Sammon Elaine	PI	OP (SF)			
			P (SF)		sidential	
		PDP (SF) R		Re	sidential	
	Swihart Darlene S Life Estate, 0.20 acres owned by State	1		Res	sidential	
-	U.20 acres owned by Swibart Late		P (SF)	Res	idential	
<u> </u>	0.20 acres owned by Pilat Diana S	PDI	P (SF)			
'	owned by Dodge Raymond a		(SF)	Posi	idential	
1	Rhonda M		(SF)		dential	
	0.20 acres owned by Alascia Susan, Alascia Anthony			Resid	dential	
	Anthony Anascia	PDP	(SF)			
				vesic	lential	
CEA 21036	Page 4 of 10					

	0.20 acres owned by FLA Developers Inc 0.20 acres owned by Fla Developers Inc 0.20 acres owned by Man	PDP (S	F1
	0.20 acres owned by Fla Developers Inc 0.20 acres owned by Meyer Christopher D		Residentia
	0.20 acres owned by Gagnon Robert, Gagnon Dawn	PDP (SI	D
	- Control Robert C	' UP 13F) Recidential
	0.20 acres owned by p	PDP (SF)	Residential
	0.20 acres owned by Russ Stephanie M, Russ Dennis E Jr	-, (37)	Residential
	V.ZU acros	PDP (SF)	Residential
	0.20 acres owned by Bunch Starlett L		
	Johnson Brian D. Cl.	PDP (SF)	
	words owned by Cland	PDP (SF)	Residential Residential
	Estate, Clendenen Helen 0.30 acres owned by Masser		
	0.30 acres owned by Mayercak Paul S, Mayercak Teresa	PDP (SF)	
	Teresa Teresa		Residential
	acres owned by	PDP (SF)	D 41
	0.30 acres owned by De L		Residential
	0.30 acres owned by De La Rosa Lizette 0.20 acres owned by Mauro Louis Estate, Mauro Kathleen A	PDP (SU)	Residential
	Valle Louis Estate Manual	PDP (SF)	Residential
		PDP (SF)	
	0.60 acres owned by Norer Keith E		Residential
est	Wy Valentin Fugoria	PDP (SF)	
		PDP (SF)	Residential
nlicant ·	equesting rezoning of the property from	-, (35)	Residential

Request

The applicant is requesting rezoning of the property from its current designation to a Single Family Residential Planned Development Projects PDP (SF) and approval of a Rezoning Master Plan (RZMP) for up to 841 single family detached dwelling units, which would equate to an overall density of less than 3.5 units per acre. Lots sizes would range in width from 40' to 60', providing a variety of housing options to prospective home buyers.

The property is a large "infill" parcel, with Spring Hill to the west and south and Sterling Hill to the northeast. The surrounding communities consist primarily of single family detached homes and there are several public schools in close proximity (J.R. Floyd Elementary, Challenger K-8, Springstead High School). The Hernando County Utilities Department (HCUD) has major potable water and wastewater facilities serving the area, including the nearby Southwest Wellfield Water Plant. This project will be served by central water and sewer, whereas a number of the adjacent subdivisions utilize individual septic tanks for

The primary access to the property will be from Sterling Hill Blvd., which will be extended from its present terminus. Several other streets within Spring Hill and Plantation Palms are designed to "stub in" to this property. The developer intends to use the extension of Sterling Hill Blvd. as the project's "tree lined" collector roadway, providing access to all the housing pods and including a 10' wide multi-use pathway on one side of the road. As shown on the master plan, the boulevard has been routed in a fashion that would allow for direct connection from a number of the adjacent street stubs, if determined by the County Engineer to be advantageous to the area's traffic circulation. The Sterling Hill Blvd. extension can serve as a link in the County's long range transportation plans and for that reason it will be dedicated to the County and space will be left undeveloped in the southwest corner of the property to allow future extension southward by the County (see proposed master plan). At the request of the County Engineer, a residential street ROW "stub" is being planned to the vacant property to the north and is conceptually

CEA 21036 Page 5 of 10 The housing pods conceptually depicted on the master plan may be modified somewhat in both size and location, but will each be accessed via Sterling Hill Blvd. The project will likely be phased, starting in the east with the model center and initial housing pod. Sterling Hill Blvd. will be extended southward as needed to reach the next housing pod. Each phase of development will likely include all three residential lot size options – 40' wide, 50' wide and 60' wide lots. The 40' wide lots will be placed internally in each pod, not located along the site perimeters, where adjacent to established communities. In addition, significant naturally vegetated buffers (enhanced where necessary) will be provided where project homes are located adjacent to surrounding residential lots. The size and location of the buffers are shown on the proposed zoning master plan and range from 25' in width where adjacent to Spring Hill lots and 35' where adjacent to the larger Plantation Palms lots.

As shown on the master plan, a significant amount of open space will be provided within the community, with residential lots being "clustered" in housing pods. With nearly 10 acres of neighborhood recreation, numerous buffer areas, large drainage retention areas (DRAs), a multi-use pathway and just plain "open space," there will be multiple options for residents to enjoy the outdoors. Since the large DRAs will be "dry" retention areas, they can easily be used for recreational purposes. The curvilinear street pattern will also create more aesthetically interesting street views.

The property is undeveloped and heavily forested with an assemblage of longleaf pine, slash pine, sand pine, sand live oak, live oak, turkey oak, blackjack oak, and scrub wiregrass. This will help in the establishment of perimeter buffers. Soils consist entirely of Candler sands, a well-drained soil that is conducive to development and very efficient for the creation of drainage retention areas. No regulatory-size trees were observed on the site and no wetlands are located on the site. The only listed species noted was the gopher tortoise. Tortoise relocation will be permitted and accomplished prior to development in each phase.

Setbacks & Buffers

Perimeter Building Setbacks: 25'. Where lots are adjacent to surrounding subdivision lots and a buffer is depicted, the perimeter building setback will be 40'.

Internal Building Setbacks:

- Front 25'
- Side 5'
- Rear 15'

Buffers: 30' where depicted on the proposed zoning master plan

Lot Sizes - Three lot sizes are proposed:

- 40' x 120' 4,800 sf
- 50' x 120' 6,000 sf
- 60' x 120' 7,200 sf

Draft of Protective Covenants

Protective covenants will be prepared with the initial platting, with a homeowner's association responsible for DRAs and all infrastructure not dedicated to the County.

Development Schedule

Development of the property is anticipated to start in late 2022 or early 2023.

Proposed Improvements

Offsite roadway construction will include access to Sterling Hill Boulevard and any further improvements determined to be necessary following the Hernando County Engineer's review of the project traffic study (to be reviewed during the conditional platting stage). Offsite construction will also be required for central sewer and water utility connections. The above will be accomplished in accordance with the regulations and standards of the Hernando County Utilities Department and the Hernando County Engineer.

Adequate Access

The primary ingress and egress from the property will be through Sterling Hill Blvd, a County collector roadway that connects directly to Elgin Boulevard. According to the Hernando County Concurrency Management System's Tier I Concurrency Table, Elgin Boulevard is operating at an excellent level of service and has available capacity. A traffic analysis study will be completed in the conditional plat phase and reviewed with the Hernando County Engineer.

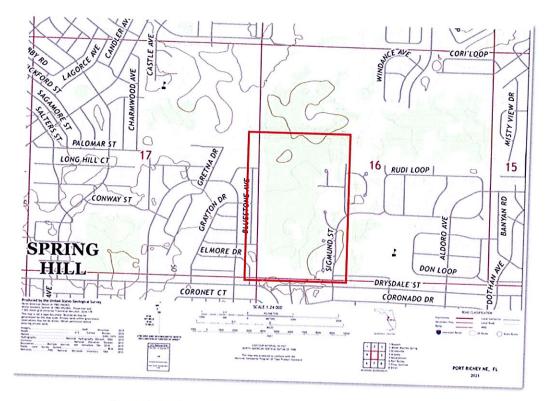


Figure 3. Sterling Hills (Key No. 00377611.) Topography Map

Preliminary Engineering Report

Topography

Topography on the property is rolling with several depressions that are ideal locations for DRAs. The overall topography of the parcel ranges from 40' to 70'.



Figure 4. Sterling Hills (Key No. 00377611.) Floodplain Map

Floodplain

The property is located on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM) community panel 12053C0307D, effective date of February 2, 2012. The map shows one small area within the floodplain, with a 0.2% Annual Chance Flood Hazard.



Figure 4. Sterling Hills (Key No. 00377611.) Soils Map

Soils

Soils on the property consist entirely of Candler find sand, 0 to 5 percent slopes, and 5 to 8 percent slopes as seen in Figure 4. Candler fine sand is an extremely well-drained soil, suitable for the proposed Site Environmental

A preliminary environmental site visit was conducted on November 8, 2021.

- The subject property is heavily forested with an assemblage of longleaf pine, slash pine, sand pine, sand live oak, live oak, turkey oak, blackjack oak, and scrub wiregrass.
- Regulatory sized trees (18 inch or greater) were not observed throughout the property. No wetlands or other surface waters were discovered.
- Gopher tortoise burrows were the only state or federally listed species identified.

Utilities

Discussions have already been held with the Hernando County Utilities Department (HCUD) regarding capacity and points of connection. These discussions will be finalized during the conditional plat process, when a utility analysis will be provided to HCUD. Wastewater will likely be routed to the Airport WWTP via HCUD force mains on Elgin Blvd. and Barclay Avenue. A pump station will be constructed within the development site. Numerous HCUD potable water lines are located in adjacent subdivisions and along Sterling Hill Blvd. Several connections will likely be recommended by HCUD to provide further "looping" of the potable water system.

Drainage

This project is within Southwest Florida Water Management District. Additional stormwater generated by the proposed project will be handled on site using onsite DRAs as generally depicted on the proposed master plan. The exact size and location of all DRAs will be determined during the preliminary engineering design phase.

Development of Regional Impact Thresholds

The proposed development is below all DRI thresholds, and therefore is not subject to DRI review or comprehensive plan review for DRI size projects pursuant to Section 380.06(12), Florida Statutes.

Statement of intent to construct improvements prior to Platting of if Bonding. It is anticipated that each phase of this project will be constructed or bonded prior to platting.

Deviations:

Internal Building Setbacks:

- Sides 5' (deviation from 10')
- Rear 15' (deviation from 20')

Lot Size - 40' wide lots only

4,800 sf (deviation from 6,000 sf)

The above deviations are common and appropriate for this single family detached home product, particularly in Candler sands and moderate topography.

Received

