

BCC Mtg. Date: Feb. 9, 2016



Interoffice Memorandum

AGENDA ITEM

January 15, 2016

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: John Smoger, Chairman
Development Review Committee
407 836-5616

SUBJECT: February 9, 2016 — Consent Item
Hickory Nut Estates Planned Development (PD)
Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-15-07-204)

The proposed Hickory Nut Estates Planned Development (PD) contains 99.86 gross acres and is generally located on the south of Old YMCA Road, between the Orange / Lake County Line and Lake Hickory Nut Drive. More specifically, the subject property is located within the Village H Specific Area Plan (SAP) of Horizon West, and is primarily designated Estate Rural on the Village H SAP Recommended Land Use Plan (LUP), with limited areas designated Upland Greenbelt and Wetlands. Through rezoning application #LUP-15-07-204, the proposed Hickory Nut Estates PD allows for the development of forty (40) single-family detached residential dwelling units on forty (40) net developable acres.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF acres to net developable acres within the SAP. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land as established by an independent appraiser. For the Village H SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 7.6.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Hickory Nut Estates PD is subject to the attached APF Agreement that recognizes that the project is accountable for a minimum of 5.26 acres of APF lands. However, with no on-site APF lands, the project carries an APF deficit of 5.26 acres.

Page Two
February 9, 2016 — Consent Item
Hickory Nut Estates PD / APF Agreement (Related to Case # LUP-15-07-204)

As addressed in the subject Agreement, and in order to satisfy their APF deficit, the owner has agreed to pay the County an APF Fee of \$217,006.56 (*\$41,256.00 per acre*) prior to County approval of the first platting of the PD property.

The Hickory Nut Estates APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on September 23, 2015, and has been placed on the February 9, 2016 BCC consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Hickory Nut Estates PD by and between Horizon West Investment Group, LLC and Orange County. District 1

JWW/JS:rep

Attachments

BCC Mtg. Date: Feb. 9, 2016

This instrument prepared by and after recording return to:
William E. Barfield, Esq William E. Barfield, P.A.
225 S Westmont Ave. Suite 3000
Altamonte Springs, Florida 32714
407.478.1866

Tax Parcel I.D. No(s): 06-24-27-0000-00-002; 06-24-27-0000-00-014;
06-24-27-0000-00-016; 06-24-27-0000-00-017

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HICKORY NUT ESTATES PD**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HICKORY NUT ESTATES PD (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Horizon West Investment Group, LLC, a Florida limited liability company whose mailing address is 27 Summerlin Ave, Orlando, Florida 32801 ("OWNER") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("COUNTY").

RECITALS:

A. OWNER is the fee simple owner of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by this reference (The "PD Property").

B. The PD Property is identified on the Orange County Comprehensive Plan 2010-2030 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation and constitutes a portion of Hickory Nut Estates PD PD as same is described and depicted in the Village H Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on June 13, 2006 (the "Village H SAP").

C. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result

of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995. The Hickory Nut Estates PD has relied on the prior approvals of the Horizon West Study and the Village H SAP, and on the Village H SAP approvals and studies included in the SAP.

D. The Village H SAP contemplates certain single family residential uses within the PD Property.

E. OWNER desires to develop the PD Property in accordance with the Hickory Nut Estates Planned Development Land Use Plan submitted by OWNER to COUNTY and with the PD zoning application on file with COUNTY.

F. The Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance") adopted by the BCC on May 20, 1997, as may be amended.

G. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that OWNER enter into a developer's agreement addressing the conveyance to the COUNTY of adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in the agreement, pursuant to Section 30-714(c). The parties have agreed that this Agreement constitutes such agreement.

H. If OWNER is unable to convey sufficient adequate public facilities lands to COUNTY, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that OWNER may make payment of an adequate public facility lands fee to COUNTY. Additionally, the APF/TDR Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF deficiency.

I. It is the intent of the parties that COUNTY will consider approval of Hickory Nut Estates PD with its consideration of this Agreement.

J. The PD Property contains approximately 40.0 acres of **net** developable land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage for every 7.60 acres of net developable land (the "APF Ratio").

K. When applied to the PD Property, the APF Ratio requires approximately 5.26 acres of public facilities lands.

L. As shown on the PD Land Use Plan for the Hickory Nut Estates PD, and as described in this Agreement, OWNER is not providing any acreage of adequate public facilities land (the "APF Land") to COUNTY, thereby creating an APF deficit of 5.26 acres.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.
2. **APF Deficit.** The Village H APF Ratio requires that OWNER convey to COUNTY approximately 5.26 acres of APF Land. This Agreement provides for no conveyance of APF Land, thereby creating a 5.26-acre APF deficit.
3. **APF Fee / Acreage Credits.** OWNER will pay to COUNTY an APF Fee of Forty-One Thousand Two Hundred Fifty- Six and No/100 Dollars (\$41,256.00) per acre for 5.26 acre(s), for a total of Two Hundred Seventeen Thousand Six and 56/100 Dollars (\$217,006.56), to account for the APF deficit, representing OWNER'S full and final APF contribution for the PD Property. OWNER has agreed that payment of the APF Fee shall occur prior to or in connection with Planned Development approval.
4. **Recording.** Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at OWNER'S expense
5. **Limitation of Remedies.** COUNTY and OWNER expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.
 - a) **Limitations on COUNTY'S Remedies.** Upon any failure by OWNER to perform its obligations under this Agreement, COUNTY shall be limited strictly to only the following remedies:
 - (i) action for specific performance; or

- (ii) action for injunction; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops COUNTY from exercising its power of eminent domain with respect to any portion of the PD Property as COUNTY may lawfully elect.

b) Limitations on OWNER'S Remedies. Upon any failure by COUNTY to perform its obligations under this Agreement, OWNER shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of OWNER; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

7. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

8. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393 Orlando,
Florida 32802-1393 Telephone:
407.836.7370

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division Post Office Box
1393 Orlando, Florida 32802-1393 Telephone:
407.836.5600

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex 4200
S. John Young Parkway Orlando, Florida
32839-8070 Telephone: 407.836.8070

OWNER: Horizon West Investment Group, LLC
Attn: Sadique Jaffer, Managing Member
27 Summerlin Ave.
Orlando, Florida 32801
Telephone: 407.649.9888

9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

10. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

11. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

12. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

13. Survival. The obligations of this Agreement shall survive payment of the APF FEE to COUNTY.

14. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

15. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

16. Counterparts. This Agreement may be executed in up to two (2) counterparts, both of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

17. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

Date: 2.12.16

ATTEST: Martha O. Haynie, County Comptroller As
Clerk of the Board of County Commissioners

By: *Craig A. Stopyla*
Fol Deputy Clerk

Print: Craig A. Stopyla

HORIZON WEST INVESTMENT GROUP, LLC,
a Florida limited liability company

By: [Signature]
Sadique Jaffer
Managing Member

Date: 12/8/15

WITNESSES:

[Signature]
Print Name: Ashley Westmoreland

[Signature]
Print Name: Amal Farah

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Sadique Jaffer, Managing Member of Horizon West Investment Group, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 09 day of, DECEMBER, 20 15. S/he is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 09 day of, DECEMBER 20 15.



[Signature]

Notary Public
Print Name: LAYLA TSESMELIS

My Commission Expires: 09/15/19

Exhibit "A"

**Legal Description and Sketch of
Description for the PD Property**

(see attached 1 Sketch)

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE S00°28'57"W, 732.95 FEET ALONG THE WEST LINE OF SAID SECTION FOR A POINT OF BEGINNING; THENCE EAST 943.61 FEET, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N01°48'10"W 703.29 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD YMCA ROAD; THENCE EAST 60.04 FEET; THENCE S01°48'10"E 703.29 FEET; THENCE EAST 523.29 FEET TO THE WEST LINE OF LOT 42, HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°27'47"W 1942.04 FEET TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N89°36'42"W 1527.55 FEET TO THE WEST 1/4 CORNER; THENCE N00°28'57"E 1931.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

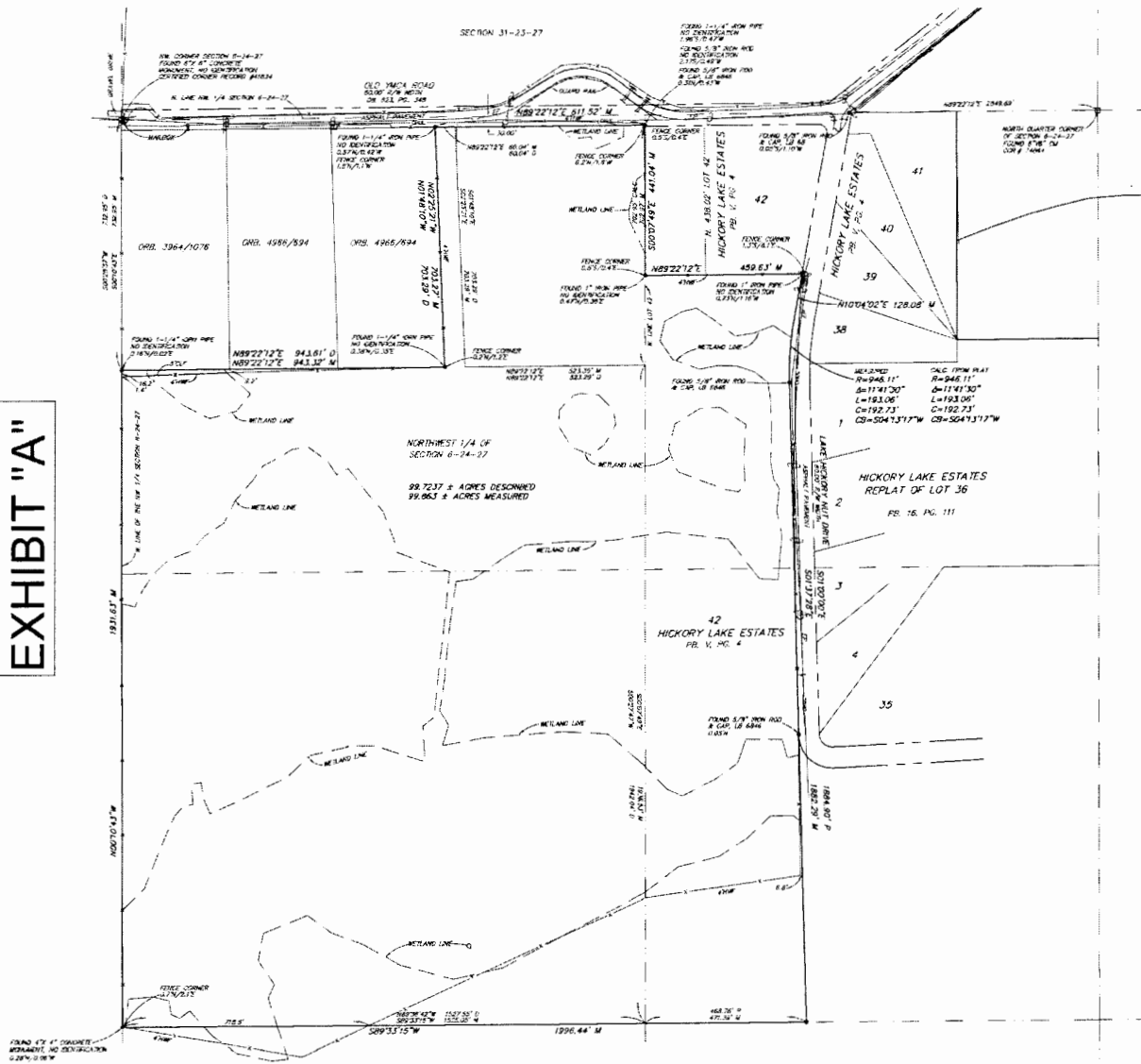
LOT 42, HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LESS THE NORTH 438.02 FEET THEREOF.

PARCEL 2

FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA RUN EAST ALONG NORTH LINE OF SAID SECTION, 974.64 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE EAST 552.28 FEET TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6; THENCE S00°27'47"W 732.95 FEET ALONG THE EAST LINE OF SAID NW 1/4 OF NW 1/4, SAID LINE ALSO BEING AT THE WEST LINE OF LOT 42, HICKORY LAKES ESTATES, PLAT BOOK "V", PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE WEST 523.29 FEET; THENCE N01°48'10"W 739.29 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 30 FEET FOR ROAD RIGHT-OF-WAY. SAID PROPERTY

CONTAINS 99.7237 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"



LEGEND

- TL CONCRETE WIND POWER PILE
- TT WIRELESS TELEPHONE SERVICE
- EE CONCRETE ELECTRICAL SERVICE
- BB CONCRETE BUILT
- CC CONCRETE CIVIL WORK
- SS CONCRETE SIGN
- RR CONCRETE PLAT BOOK
- DD CONCRETE SPECIAL RECORDS BOOK
- KK CONCRETE DEED BOOK
- TT CONCRETE PAGE
- CC CONCRETE RIGHT-OF-WAY
- LL CONCRETE CHAIN LAMP FENCE
- MM CONCRETE WIRE FENCE
- SS CONCRETE STATE ROAD
- RR CONCRETE ROAD
- AA CONCRETE GENERAL ANGLE
- LL CONCRETE ARC LENGTH
- CC CONCRETE CHORD LENGTH
- DD CONCRETE CHORD BEARING
- OO CONCRETE SET 3/8" IRON PEG & CAP 1/8" DIA.
- MM CONCRETE WELD STRIKE
- PP CONCRETE PLAT
- MM CONCRETE MEASUREMENT
- CC CONCRETE CALCULATED
- KK CONCRETE OVERHEAD UTILITY LINE
- TT CONCRETE EDGE OF PAVEMENT



18 EAST PLANT STREET
 WINTER SPRING, FLORIDA 32609
 (407) 638-3333

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

PARCEL 1
 A PORTION OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE S02°29'57"W 732.95 FEET ALONG THE WEST LINE OF SAID SECTION FOR A PORTION OF BEGINNING; THENCE EAST 848.61 FEET, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N01°48'10"W 701.25 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD MACA ROAD; THENCE EAST 80.04 FEET; THENCE S03°45'01"W 703.9 FEET; THENCE EAST 502.29 FEET TO THE WEST LINE OF LOT 42, HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°74'47"W 1949.54 FEET TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N08°16'42"W 1827.55 FEET TO THE WEST 1/4 CORNER; THENCE N02°58'57"E 1031.63 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH
 LOT 42, HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE NORTH 438.02 FEET THEREOF.

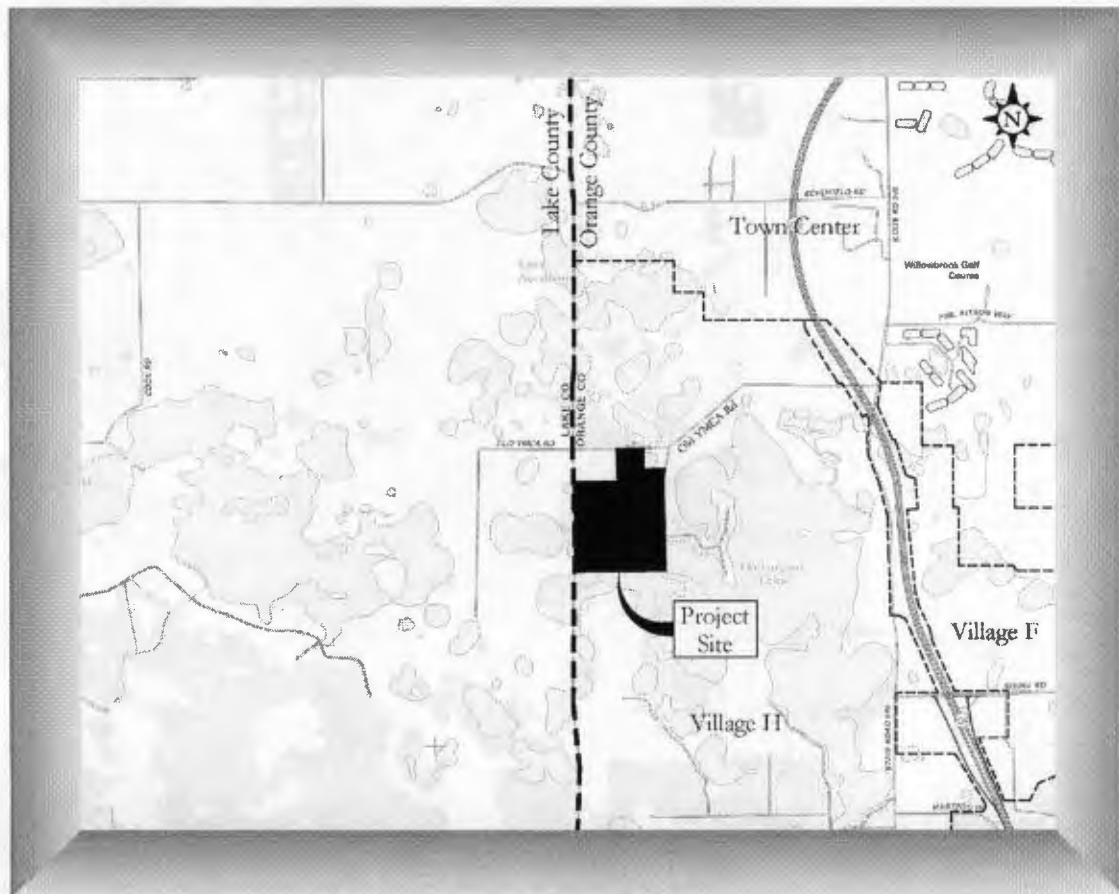
PARCEL 2
 FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; RUN EAST ALONG NORTH LINE OF SAID SECTION 974.84 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE EAST 552.28 FEET TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6; THENCE S02°27'47"W 732.95 FEET ALONG THE EAST LINE OF SAID NW 1/4 OF NW 1/4, SAID LINE ALSO BEING AT THE WEST LINE OF LOT 42, HICKORY LAKE ESTATES, PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE WEST 523.29 FEET; THENCE N01°48'10"W 739.29 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 30 FEET FOR ROAD RIGHT-OF-WAY; SAID PROPERTY CONTAINS 99.7237 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING NORTH 80°22'11" EAST.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF TITLE. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN IN THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
- THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
- THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELEASD UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- DELINEATION OF THE WETLANDS SHOWN HEREON WERE PROVIDED TO THE SURVEYOR BY THE CLIENT.
- ADJACENT OWNERSHIP AND RECORDING INFORMATION REFERENCED HEREON WAS OBTAINED FROM THE ORANGE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
- THE LEGAL DESCRIPTION HEREON WAS PROVIDED TO THE SURVEYOR BY THE CLIENT.
- THE LANDS SHOWN HEREON LIE IN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD CHANCE FLOODPLAIN AND ZONE "AE" DEFINED AS AREAS WITH BASE FLOOD OVERLANDING. PER FLOOD INSURANCE RATE MAP (FIRM) 1208030125I, COMMUNITY PANEL NO. 120179 0376 F, MAP RE-ISED SEPTEMBER 25, 2009.
- THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
- UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSERVED ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PRACTICE AND SUBJECT TO LEGAL INTERPRETATION.
- UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR UNOBSERVED, VISIBLE ABOVE GROUND, NEITHER IMPROVEMENTS WERE LOCATED, UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.

Exhibit "B"

Project Area Location Map



Location Map
Not to Scale