

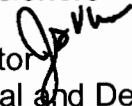


**Interoffice Memorandum**

**AGENDA ITEM**

June 24, 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 Smogor, Chairman**  
**Development Review Committee**  
**407 836-5616**

**SUBJECT:** July 19, 2016 — Consent Item  
Spring Grove – Jaffers Planned Development (PD)  
Adequate Public Facilities (APF) Agreement  
(Related to Case # LUP-15-07-218)

The proposed Spring Grove – Jaffers Planned Development (PD) contains 133.39 gross acres and is generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of C.R. 545 (Avalon Road). More specifically, the subject property is located within the Village I Specific Area Plan (SAP) of Horizon West, and is primarily designated Village Home District and Garden Home Mixed Use District on the Village I SAP Recommended Land Use Plan (LUP), with limited areas designated Upland Greenbelt and Wetlands. Through rezoning application # LUP-15-07-218, the proposed Spring Grove – Jaffers PD allows for the development of two hundred sixty-four single-family residential dwelling units on 56.92 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 Adequate Public Facilities (APF) acres to net developable acres within the SAP. In the event that the APF land requirements cannot be met within a particular PD, an owner may obtain the required APF acreage credits from excess APF acreage credits under his/her control derived from another PD within the same village. For the Village I SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 7.25.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Spring Grove – Jaffers PD is subject to an APF Agreement that recognizes that the project is accountable for a minimum of 7.85 acres of APF lands. The owner is providing 0.37 acre of APF land, and so the project carries an APF deficit of 7.48 acres.

Page Two  
July 19, 2016 — Consent Item  
Spring Grove – Jaffers PD / APF Agreement  
(Related to Case # LUP-15-07-218)

As addressed in the subject Agreement, and in order to satisfy their APF deficit, the owner has obtained 19.37 APF acreage credits from the proposed Spring Grove - Northeast PD within Village I and requests to apply 7.48 of these credits toward the APF deficit.

The Spring Grove – Jaffers APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on October 7, 2015, and has been placed on the July 19, 2016 BCC consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the Board of County Commissioners, the Agreement will be recorded in the Public Records of Orange County, Florida.

**ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Horizon West – Village I – West Neighborhood Spring Grove – Jaffers PD by and between Spring Grove, LLC and Orange County. District 1**

JVW/JS:rep

Attachments

BCC Mtg. Date: July 19, 2016

2 THIS INSTRUMENT PREPARED BY  
& RETURNED TO:

4 Heather M. Himes  
Akerman LLP  
6 420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
8 (407) 423-4000

10 Tax Parcel I.D. No(s): 19-24-27-0000-00-003  
12

14 **ADEQUATE PUBLIC FACILITIES AGREEMENT**  
**FOR HORIZON WEST - VILLAGE I- WEST NEIGHBORHOOD**  
16 **SPRING GROVE - JAFFERS PD**

18 **THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST**  
**VILLAGE I- WEST NEIGHBORHOOD- SPRING GROVE- JAFFERS PD** (the  
20 “Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and  
entered into by and between **SPRING GROVE, LLC**, an Indiana limited liability company,  
22 whose mailing address is whose address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225  
 (“Owner”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of  
24 Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“County”).

26 **RECITALS:**

28 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”  
30 attached hereto and made a part hereof by this reference (The “PD Property”).

32 B. The PD Property is identified on the Orange County Comprehensive Plan 2030  
(the “Comprehensive Plan”) Future Land Use map with the “Village” land use designation and  
34 constitutes a portion of Village I, in Horizon West, as same is described and depicted in the  
Village I Specific Area Plan approved by the Board of County Commissioners of Orange  
36 County, Florida (the “BCC”) on June 10, 2008, as amended (the “Village I SAP”).

38 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  
40 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  
42 Horizon West, Inc. The partnership conducted an extensive visioning and community consensus

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2 building process that was summarized in the Horizon West Study Report issued February 7,  
1995.

4 D. The Spring Grove - Jaffers PD has relied on the prior approvals of the Horizon  
West Study and the Village I SAP, and on the Village I SAP approvals and studies included in  
6 the SAP.

8 E. The Village I SAP contemplates certain residential uses within the PD Property.

10 F. OWNER desires to develop the PD Property in accordance with the Spring Grove  
– Jaffers PD LUP, submitted by OWNER to COUNTY, and with the PD zoning application on  
12 file with COUNTY.

14 G. 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  
16 County Code (“APF/TDR Ordinance”) adopted by the BCC on May 20, 1997, as amended.

18 H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that  
OWNER enter into a developer’s agreement identifying required adequate public facilities  
20 within the development and addressing the conveyance to the COUNTY of such adequate public  
facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such  
22 agreement pursuant to Section 30-714(c).

24 I. The parties have agreed that this Agreement constitutes the aforementioned  
developer’s agreement referenced in Division 2 of the APF/TDR Ordinance.  
26

J. If Owner is unable to convey sufficient adequate public facilities lands to County,  
28 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  
30 Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF  
deficit.

32 K. It is the intent of the parties that COUNTY will consider approval of Spring  
Grove – Jaffers PD with its consideration of this Agreement.

34 L. The PD Property contains approximately 56.92 acres of **net** developable land, and  
both the Village I SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public  
36 facilities acreage for every 7.25 acres of net developable land (the “APF Ratio”).

M. When applied to the PD Property, the APF Ratio requires approximately 7.85  
38 acres of public facilities lands.

2 N. As shown on the PD Land Use Plan for the Spring Grove - Jaffers PD, and as  
described in this Agreement, OWNER is providing 0.37 acre(s) of adequate public facilities land  
4 (the "APF Land") to COUNTY, thereby creating an APF deficit of 7.48 acres.

6 **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  
8 receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

10 **AGREEMENT**

12 1. Recitals. The above recitals are true and correct and are hereby incorporated as  
material provisions of this Agreement by this reference.

14 2. Dedication of APF Land by Owner. Owner shall convey land for APF  
16 requirements (APF Lands) as follows:

18 a) Right(s)- of- way for the following transportation improvements /roads  
(depicted as APF Road ROW on the Master PD Land Use Plan):

20 Fleming Road Approximately 0.37 acres

22 It is contemplated that wider right(s)- of- way may be required in some locations, such as  
at intersections, to facilitate traffic movement.

24 b) Water Facility: A two acre APF tract for a water facility within Village I  
26 near Village I's southern boundary shall be identified prior to the approval of the first PSP within  
Village I and dedicated to the County prior to approval of the first construction plan set within  
28 Village I. The tract shall have a minimum width of 150 feet, have an elevation above the 100  
year flood plain, be located outside of wetlands and no more than 1,000 feet from Avalon Road  
30 with a 30-foot minimum utility access easement or tract connection to public right-of-way.

32 Water Facility Approximately 2.0 acres

34 3. APF Deficit. The Village I APF Ratio requires that Owner convey to County  
approximately **7.85** acres of APF Lands. This Agreement provides for conveyance of  
36 approximately **0.37** acres of APF Lands, thereby creating a **7.48**-acre APF deficit.

38 4. APF Acreage Credits. OWNER has obtained 19.37 APF acreage credits within  
Village I and has asked COUNTY to apply 7.48 of these credits toward the APF deficit.  
Application of the APF acreage credits satisfies the APF deficit.

2           5.     Conveyance Procedure. The conveyance of the APF Lands shall be by general  
warranty deed or plat dedication, free and clear of all liens and encumbrances, except for  
4 easements of record acceptable to County, if any. If by plat, the rest of this paragraph and  
provisions a) and b) below will not apply. Owner shall pay all costs associated with the  
6 conveyance of the APF Lands, including all recording fees and documentary stamps related to  
such conveyance. Ad valorem taxes in connection with the conveyance of the APF Lands shall  
8 be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to  
Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance  
10 occurs between November 1 and December 31 of the year of conveyance, in which case ad  
valorem taxes shall be paid in full by Owner for the year of conveyance.

12                     a)     *Title Policy.* No less than thirty (30) days prior to conveyance, Owner  
14 shall deliver to County, at Owner's sole cost and expense, an updated commitment to issue an  
Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The  
16 original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County  
within thirty (30) days after the conveyance of the APF Lands.

18                     b)     *Environmental Audit.* No less than thirty (30) days prior to conveyance,  
20 Owner shall submit to County a current (within 6 months of conveyance to County) Phase I  
environmental audit of the areas encompassed by the APF Lands. The Phase I environmental  
22 audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries  
Final Rule, or with the standards set forth in the American Society for Testing and Materials  
24 (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern,  
as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II  
26 environmental audit. If the Phase II environmental audit is performed and reveals the need for  
remediation to the APF Lands, one of the following events shall occur: (i) Owner shall remediate  
28 the APF Lands to County's satisfaction prior to the conveyance; or (ii) Owner and County shall  
negotiate and enter into a separate agreement whereby Owner shall pay the full cost of  
30 remediation; or (iii) County may terminate this Agreement at its option.

32                     c)     *Compliance with Section 286.23, Florida Statutes.* Owner shall execute  
and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section  
34 286.23, Florida Statutes.

36           6.     Refinement of Size and Location of APF Lands. The size and location of all APF  
Lands as depicted on the Spring Grove - Jaffers PD Land Use Plan is approximate, although the  
38 final size and location shall be substantially similar to that shown on the Spring Grove - Jaffers  
PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands  
40 shall be finalized by County and Owner prior to County approval of the Preliminary Subdivision

Plan or Development Plan (“PSP/DP”) that includes the particular APF Lands, and shall be in full compliance with this Agreement. **County and Owner agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.**

7. **Option on Conveyance.** As an alternative to conveyance prior to or in connection with Planned Development approval, Owner has elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance. The parties agree that, prior to conveyance to County for its intended purpose, Owner shall have the reasonable right to grade and to import or export fill material upon the APF Lands, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, Owner agrees to relinquish control of the APF Lands and convey such APF Lands to County, upon demand by County, upon sixty (60) days notice. Owner acknowledges and agrees that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property’s entitlements prior to such conveyance and payment of any APF fee in lieu of conveyance. For purposes of this Agreement, the parties agree that 5% of development is defined as 17 residential units. Until such demand by County, Owner may continue to use the APF Lands in a manner not inconsistent with County's intended use.

With respect to the APF Lands, Owner shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Owner, its agents, and/or representatives, arising out of its activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of Owner, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owner shall be responsible for the immediate notification to County of any

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environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of Owner's activities related to the APF Lands.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Lands and Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands acceptable to County. Notwithstanding anything seemingly to the contrary above, the parties acknowledge and agree that satisfaction of Owner's APF obligations must take place prior to County approval of the initial plat for the PD Property.

8. 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

9. 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 the APF Lands or 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.

10. 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.

11. 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.

12. 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: Spring Grove, LLC  
835 N. Congress Ave.  
Evansville, IN 47715  
Telephone: 407.832.4304

With a copy to: Akerman LLP  
420 South Orange Avenue  
Suite 1200  
Orlando, FL 32801-4904  
Attn: Heather M. Himes, Esq.  
Telephone: 407.423.4000

13. 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.

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

15. 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.

16. 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.

17. Survival. The obligations of this Agreement shall survive the conveyance of the  
2 APF Lands to COUNTY.

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

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

20. Counterparts. This Agreement may be executed in up to two (2) counterparts,  
14 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.

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

22 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]  
24  
26  
28

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: 7.20.16

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

By: *Katie Smith*  
Deputy Clerk

**Katie Smith**

Print Name: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**SPRING GROVE, LLC**, a Delaware limited  
liability company

By:

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Angela Snidow

Print Name: Angela Snidow

Sharon Montague

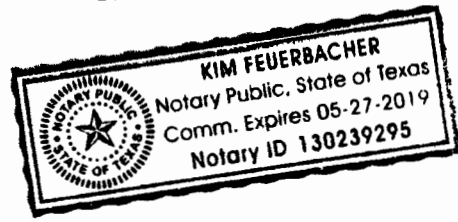
Print Name: SHARON MONTAGUE

By: [Signature]  
Daniel A. Traylor, Manager

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 3 day of June,  
~~2015~~, by Daniel A. Traylor, as Manager of SPRING GROVE, LLC, a Delaware limited liability  
company, on behalf of such company, who  is personally known to me or  has  
produced \_\_\_\_\_ as identification

(Notary Stamp)



[Signature]  
Signature of Notary Public  
Print Name: Kim Feuerbacher  
Notary Public, State of TEXAS  
Commission Expires: May 27, 2019

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**Exhibit "A"**

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

[See attached 2 pages]

Drawing name: S:\Spring Grove\_Columar Development\DWG-Land\sketch\sketch\_09\_30\_2015\_7.38am by: toomden  
DEW desc. & sketch Sep 30, 2015 7:38am

**LEGAL DESCRIPTION:**

THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN ORANGE COUNTY, FLORIDA, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°13'04" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1324.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, NORTH 89°00'27" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1471.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°05'11" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1326.06 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID EAST LINE, SOUTH 00°46'47" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, A DISTANCE OF 2646.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID EAST LINE, SOUTH 89°23'07" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1446.22 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°09'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2637.56 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,810,366.08 SQUARE FEET OR 133.388 ACRES.

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AS BEING N00°09'46"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley* 09/30/15  
 WILLIAM D. DONLEY DATE  
 PROFESSIONAL SURVEYOR & MAPPER  
 LICENSE NUMBER LS 5381  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
 FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET 1 OF 2**

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**JAFFERS PD**

SECTIONS 19 AND 30, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

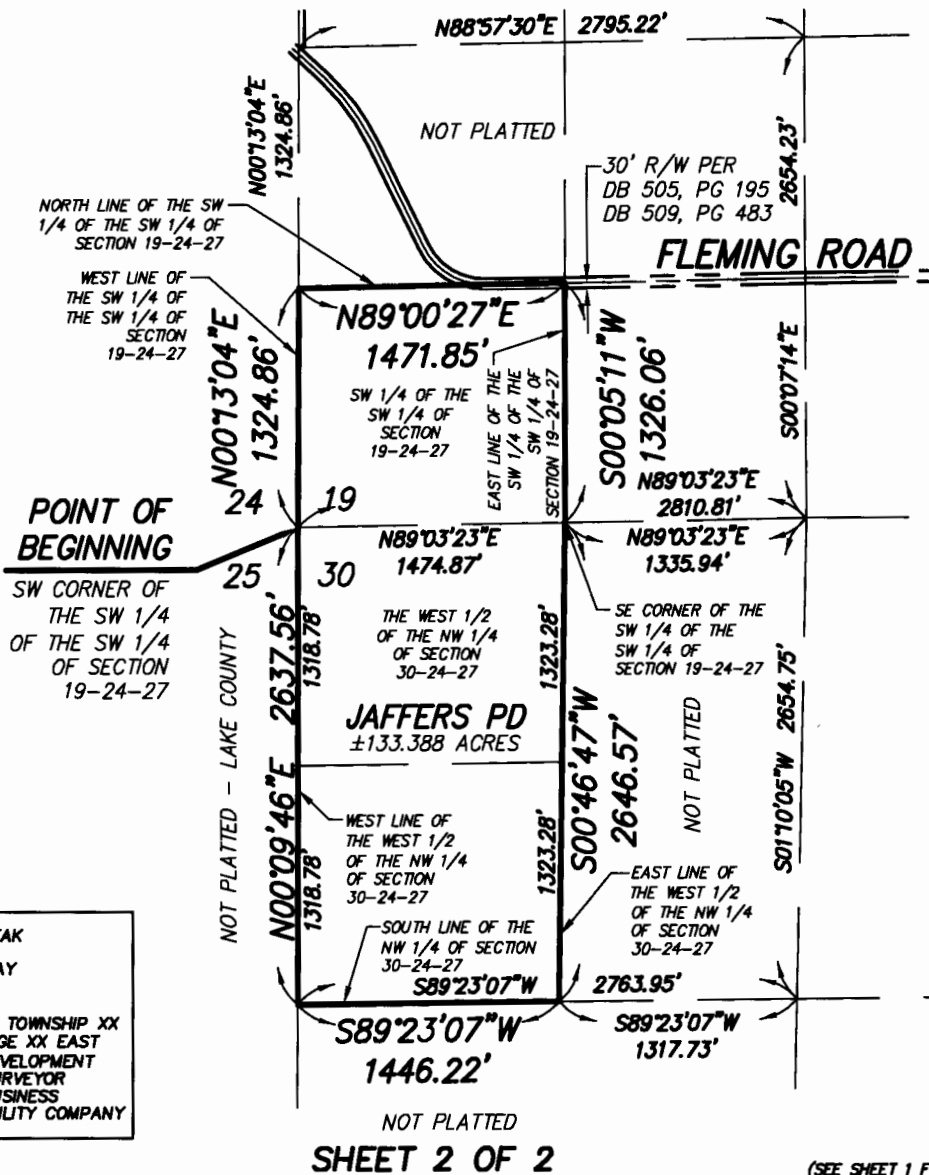
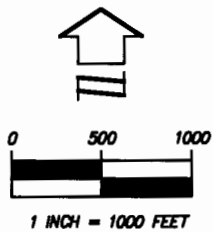
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**COLUMNAR, LLC**

DATE: 09/29/15  
REV DATE:  
SCALE: N/A

PROJ: 50088648  
DRAWN BY: TRC  
CHECKED BY: WDD



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-  
JAFFERS PD

SECTIONS 19 AND 30, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:  
COLUMNAR, LLC

DATE: 09/29/15  
REV DATE:  
SCALE: 1" = 1000'

PROJ: 50068648  
DRAWN BY: TRC  
CHECKED BY: MOD

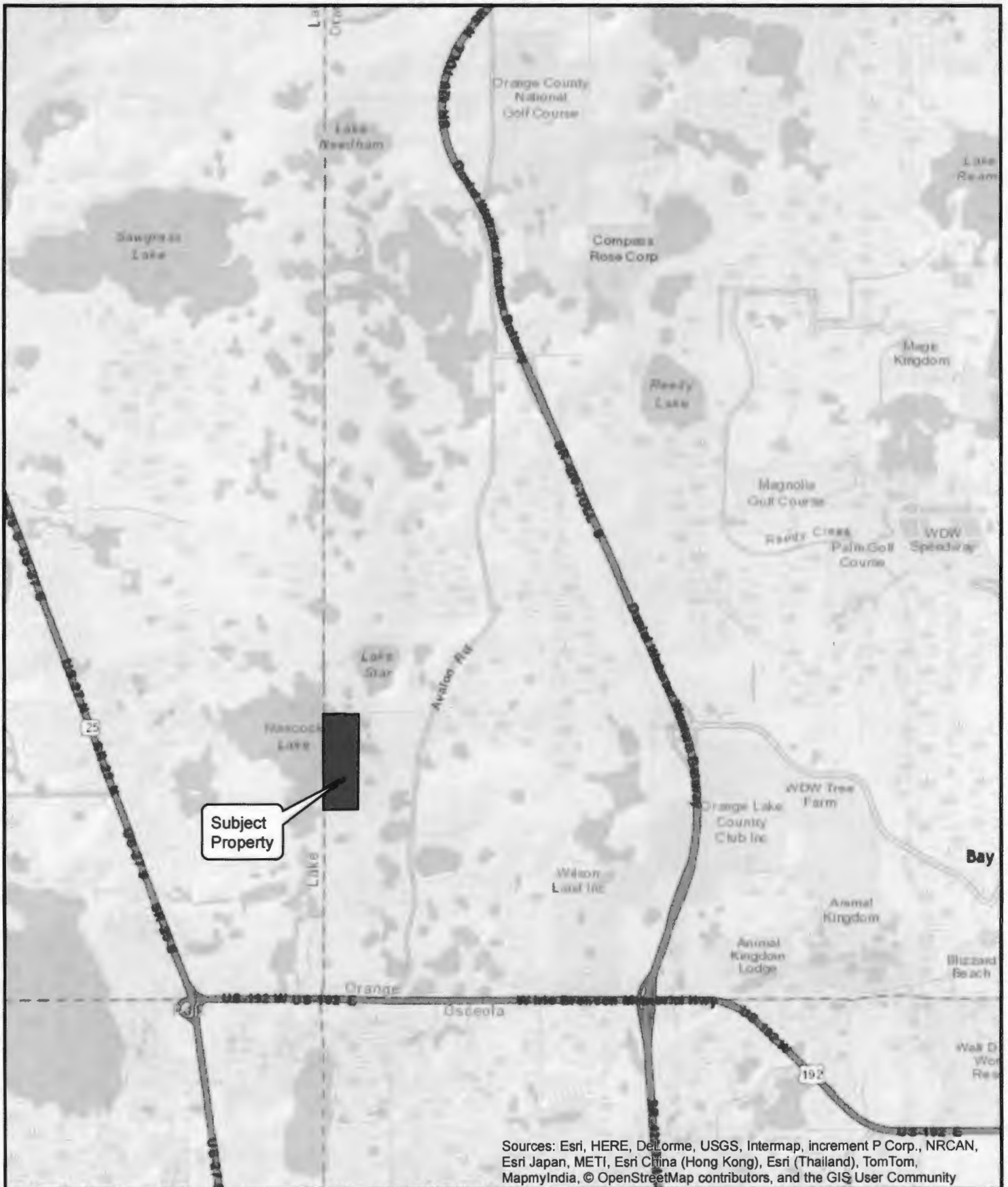
Drawing name: S:\Spring Grove\_Columar\_Development\UNC-Land\DWI\surfsketch\_jaffers PD.dwg DEW desc. & sketch Sep 30, 2015 7:40am by: lcomden



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**Exhibit “B”**  
**Project Area Location Map**

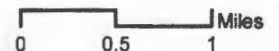
[See attached 1 page]



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



**Jaffers PD**  
**Orange County, Florida**  
**Regional Location Map**



Data Source: OCPA  
 Image Source: ESRI

File: G:\MXD\County\Orange\SpringGrove  
 JaffersPD\location\_8.5x11\_portrait.mxd