

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/27/2017

Contract/Lease Control #: C17-2527-GM

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: HIGHLAND'S HOLDING, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/22/2017

Expiration Date: 02/21/2022 W/5 YR RENEWAL OPTION

Description of Contract/Lease: ESTABLISH DEVELOPMENT RIGHTS FOR REAL PROPERTY

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: EKAMPERTCO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

Username Password

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# Search Results

**Current Search Terms: highland's holding\* Ilc\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

## Glossary

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 WWW3

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: NA Tracking Number: \_\_\_\_\_  
Contractor/Lessee Name: Highlands Holding, LLC Grant Funded: YES \_\_\_ NO ✓  
Purpose: Agreement to establish development rights : developer contributions  
Date/Term: 5YRS w/ 5YR option here now  GREATER THAN \$50,000  
Amount: 419,733 2.  GREATER THAN \$25,000  
Department: GM 3.  \$25,000 OR LESS  
Dept. Monitor Name: Kangart  
Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

Procurement requirements are met:  
[Signature] Date: 1-23-17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**Risk Management Review**

Approved as written: see email attached Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Greg Kisela  
**Sent:** Monday, January 23, 2017 10:14 AM  
**To:** DeRita Mason  
**Subject:** FW: Highlands Master Plan Development Agreement

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**From:** Laura Porter  
**Sent:** Thursday, January 05, 2017 9:59 AM  
**To:** Elliot Kampert <ekampert@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; 'Parsons, Kerry' <KParsons@ngn-tally.com>  
**Cc:** Greg Stewart <gstewart@co.okaloosa.fl.us>; Mark Wise <mwise@co.okaloosa.fl.us>; Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Jason Autrey <jautrey@co.okaloosa.fl.us>; Jeff Littrell <jlittrell@co.okaloosa.fl.us>  
**Subject:** RE: Highlands Master Plan Development Agreement

This document is approved for Risk Management purposes.

Laura J. Porter  
Risk Manager  
Risk Management Department  
Okaloosa County Board of County Commissioners  
5649-B Old Bethel Road  
Crestview, FL 32539  
Office: (850) 689-5979 Fax: (850) 689-5973  
Email: [lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

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**From:** Elliot Kampert  
**Sent:** Wednesday, January 04, 2017 5:29 PM  
**To:** Greg Kisela <gkisela@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; 'Parsons, Kerry' <KParsons@ngn-tally.com>  
**Cc:** Greg Stewart <gstewart@co.okaloosa.fl.us>; Mark Wise <mwise@co.okaloosa.fl.us>; Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Jason Autrey <jautrey@co.okaloosa.fl.us>; Jeff Littrell <jlittrell@co.okaloosa.fl.us>  
**Subject:** Highlands Master Plan Development Agreement

Good evening, .

Attached for your consideration please find the proposed Development Agreement and Coordination sheet for the Highlands Master Plan. This Agreement has been reviewed closely by the County Attorney's office as well as Public Works and Water & Sewer. The applicant has agreed to all the terms and conditions and is ready to sign.

## DeRita Mason

---

**From:** Greg Kisela  
**Sent:** Monday, January 23, 2017 10:14 AM  
**To:** DeRita Mason  
**Subject:** FW: Highlands Master Plan Development Agreement

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Monday, January 09, 2017 7:40 AM  
**To:** Elliot Kampert <ekampert@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>  
**Cc:** Greg Stewart <gstewart@co.okaloosa.fl.us>; Mark Wise <mwise@co.okaloosa.fl.us>; Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Jason Autrey <jautrey@co.okaloosa.fl.us>; Jeff Littrell <jlittrell@co.okaloosa.fl.us>  
**Subject:** RE: Highlands Master Plan Development Agreement

Good Morning All:

This is approved for legal sufficiency.

Have a good day!  
Kerry

---

**From:** Elliot Kampert [mailto:ekampert@co.okaloosa.fl.us]  
**Sent:** Wednesday, January 04, 2017 6:29 PM  
**To:** Greg Kisela; Laura Porter; Krystal King; Parsons, Kerry  
**Cc:** Greg Stewart; Mark Wise; Scott Bitterman; Jason Autrey; Jeff Littrell  
**Subject:** Highlands Master Plan Development Agreement

Good evening,

Attached for your consideration please find the proposed Development Agreement and Coordination sheet for the Highlands Master Plan. This Agreement has been reviewed closely by the County Attorney's office as well as Public Works and Water & Sewer. The applicant has agreed to all the terms and conditions and is ready to sign.

Please let me know if you have any questions.

Have a nice evening,

Elliot

**Please note:** Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this 22nd day of February \_\_\_\_\_, 2017, by and between the Okaloosa County Board of County Commissioners (the “County”) and Highlands Holdings of NWF, LLC a Florida limited liability company ( the “Developer”) for the purpose of establishing development rights of the Developer for certain real property located within the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and, insuring that this Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the “Act”) is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

*(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning. b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.*

*(3) In conformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.*

*(4) This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.*

*(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.*

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 “Development Agreement” which specifically authorizes the County to enter into development agreements with developers; and

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY Mary S. Carson  
DEPUTY CLERK

DATE Feb 23, 2017



**WHEREAS**, the Developer wishes to develop a 253-lot single family residential development project which will be comprised solely of residential and accessory uses; and

**WHEREAS**, the Developer has control of a 212 +/--acre parcel of property (the "Property") located as more particularly described in Exhibit A, which possesses the required characteristics to accommodate the proposed general plan for development of the Property which has been submitted by the Developer under the name of Highlands Master Plan ( the "Project"); and

**WHEREAS**, the Property is currently zoned by the County for residential use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district; and

**WHEREAS**, the Project will be developed in up to three (3) phases over a period of years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

**WHEREAS**, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

**WHEREAS**, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

**WHEREAS**, the benefits to the County as a result of entering into this Agreement are unique to the particular circumstances of this Agreement; and

**WHEREAS**, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

**WHEREAS**, pursuant to the requirements of Section 163.3225, Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on October 13, 2016 and February 21, 2017 respectively, with due public notice provided for each as required by law.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Development Agreement and do hereby agree as follows:

## **ARTICLE II. DEFINITIONS**

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this Article, its meaning shall be as defined in the Okaloosa County Land Development Code.

2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90-1, as subsequently amended.

2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.

2.3 "Developer" means, Highlands Holdings of NWF, LLC Florida limited liability company, and its lawful successors in title and interest.

2.5 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91-1, as subsequently amended.

2.6 "Maintenance" means servicing, support, and upkeep of all infrastructure servicing the Project.

2.7 "Owners Association" means the non-profit corporation established as a mandatory owners association for the governance of the use of the property subject to this Agreement.

2.8 "Project" means the proposed residential development, Highlands Master Plan, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.

2.9 "Property" means the real property more particularly described as Exhibit A upon which the Project will be developed.

2.10 "Right-of-way" means the area which may be dedicated to the County or such other governmental entity allowing access for public works, utilities, and public access, or to the community association for members' use and access.

### **ARTICLE III. ESSENTIAL REQUIREMENTS**

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.1 **Legal Description** -A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

3.2 **Duration of Agreement** -The duration of this Agreement shall be for five (5) years commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

#### **3.3 Development Uses**

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of 253 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than 2 units per acre, and building height shall not exceed 45 feet.

B. The Project described in section 3.3(a) may be developed in up to three phases through the term of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phasing includes sixty-four (64) lots for Phase 1, one hundred ten (110) lots for Phase 2 and seventy-nine (79) lots for Phase 3.



3.4. **Public Facilities, Infrastructure Capacity, and Capacity Reservation** -The Developer, at its expense, will supply adequate public facilities, infrastructure, and services to serve the Project concurrent with the impact which creates the need for the following services:

**A. Solid Waste Disposal** -Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler.

**B. Stormwater Management** – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system to serve all parcels within the project boundary. All stormwater management system improvements located within the Project will be: (1) designed and constructed to County and State standards and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project-wide system is intended to provide the primary treatment capacity for all development within the Project.

**C. Transportation and Roads -**

1. The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project prepared by Southern Traffic Services, including land use and transportation capacity analysis data for the purpose of determining the impact the Project will have on the local roadway network, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
2. The proposed trips resulting from the development of the Project exceeds the capacity available along segments of SR 85. The parties have agreed that the Developer may address the capacity constraints in the impact area through an in-kind contribution of turn lane/roadway improvements along Lake Silver Road, as more fully set forth in section 4.4(a) below, and cash contributions which the County will apply directly to the PJ Adams Parkway Widening project, as set forth in section 3.4.C.4 b) and c) below (collectively, the “Mitigation Payment”).
3. In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of 5 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Begin 2 Lane to Senterfitt Road); 95 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Stillwell Boulevard to Old Bethel Road/Airport Road) and 49 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Antioch Road to Hugo Lane) which are to be primarily impacted by said trips.
4. The total budgeted construction cost of phase one of the PJ Adams Parkway Widening project is \$5,300,000, which will create One Thousand Eight-One (1,881) trips. Based on the proportionate share of the total budgeted construction costs for phase one of the PJ Adams Parkway Widening project, the parties agree the Developer’s total Mitigation Payment amount is Four Hundred Nineteen Thousand Seven Hundred Thirty-Three Dollars (\$419,733), which shall be paid as follows:
  - a) Prior to the recording of the final plat for Phase 1, the Developer shall submit to the

County payment in the amount of Twenty-One Thousand Seven Hundred Twenty-Two dollars (\$21,722) as well as design, construct and dedicate deceleration/turn lanes from Lake Silver Road into both the main entrance roads for Phase 1 of the development. The agreed upon value of this in-kind contribution is One Hundred Thousand dollars (\$100,000).

- b) Prior to the recording of the final plat for Phase 2, the Developer shall submit to the County payment in the amount of Seventy-Six Thousand Two Hundred Eighty-Eight dollars (\$76,288) as well as design, construct and dedicate deceleration/turn lanes from Lake Silver Road into both the main entrance roads for Phase 2 of the development. The agreed upon value of this in-kind contribution is One Hundred Thousand dollars (\$100,000).
- c) Prior to the recording of the final plat for Phase 3, the Developer shall submit to the County payment in the amount of One Hundred Twenty-One Thousand Seven Hundred Twenty-Three dollars (\$121,723).
- d) In the event the Developer chooses to develop the Project in less than three (3) phases, the payment due to the County will be pro-rated based on a ratio of the number of lots requested to be developed.

- 5. The Developer shall provide improvements required to satisfy all traffic related operational considerations associated with the development.
- 6. The Developer shall construct or cause to be constructed a roadway system that will either be private or dedicated to the County within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall either be owned and maintained as a public roadway system by the County or as a private common element of the Project by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project unless they are dedicated to the County and formally accepted after the completion of the required bonding and warranty period. The roadway will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads within the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

**D. Parks and Recreational Facilities** – The Developer shall satisfy concurrency requirements for parks and recreational facilities as provided in Section 6.07 of the Land Development Code.

**E. Potable Water** - Potable water will be provided by Auburn Water System which has verified it has capacity to serve the proposed development.

**F. Sanitary Sewer** – As public central sewer service is not currently available to serve the subject parcels, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health. When public central sewer service becomes available to serve the subject parcels, they shall connect to that central sewer system, in accordance with the law. It shall be the developer's responsibility to insure that all internal infrastructure is available to enable connection to central sewer prior to dedicating the development's infrastructure to a maintaining entity. Any dwelling unit within

the development constructed prior to the availability of public central sewer service shall be required to connect to the central sewer system once it is made available.

**3.5 Concurrency** – Through section 3.4.C, above, the concurrency requirements for traffic and roads have been satisfied by the Developer. The terms of this agreement shall not be construed to imply approval for water, wastewater, stormwater, parks, or solid waste concurrency nor shall it relieve the developer from complying with all applicable rules and/or regulations pertaining to this development. This agreement is applicable to only the specific items expressed herein and the Developer shall comply with all other requirements of the Okaloosa County Land Development Code in their effort to obtain development approval.

**3.6 Consistency** -The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan, and applicable development regulations in effect at the time of the execution of this Agreement.

**3.7 Required Permits** -The Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.

**3.8 Additional Conditions** -The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement. The parties hereto do agree that the Developer may act in reliance upon this Agreement. Nothing herein, however, is intended to preclude the County from exercising its proper regulatory powers to protect the health, welfare, and safety of the public.

#### **ARTICLE IV. AGREEMENT AND COVENANT**

4.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.

4.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

4.3 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall suspend and hold in abeyance all applications for or issuance of any development orders or building permits for the Project until the failure is cured and no further phases of the Project shall be reviewed,

permitted, or otherwise approved. At such time as the Developer cures the performance failure then the review and processing of applications for a development order may resume.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer: (Name and Address)

Highlands Holdings of NWF,  
LLC 24 Walter Martin Road Fort  
Walton Beach, FL 32548

As to the County: (Name and Address)

Elliot Kampert  
Growth Management Director  
Okaloosa County, Florida  
1250 N Eglin Parkway  
Shalimar, FL 32579

And a copy to:

County Attorney:  
Gregory T. Stewart  
County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308

(This space intentionally blank)

IN WITNESS WHEREOF, the parties have set their hands and seals this 22nd day of February, 2017.

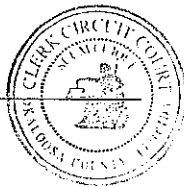
OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

By Carolyn N. Ketchel  
Carolyn N. Ketchel  
Chairman, Board of County Commissioners



ATTEST:

J.D. Peacock II  
J.D. Peacock II  
Clerk of Circuit Court



The foregoing instrument was acknowledged before me this 22nd day of February, 2017, by Carolyn N. Ketchel, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Board, who is personally known to me.

APPROVED AS TO LEGAL SUFFICIENCY:

Gregory T. Stewart  
Gregory T. Stewart  
County Attorney

Signed, sealed and delivered in the presence of:

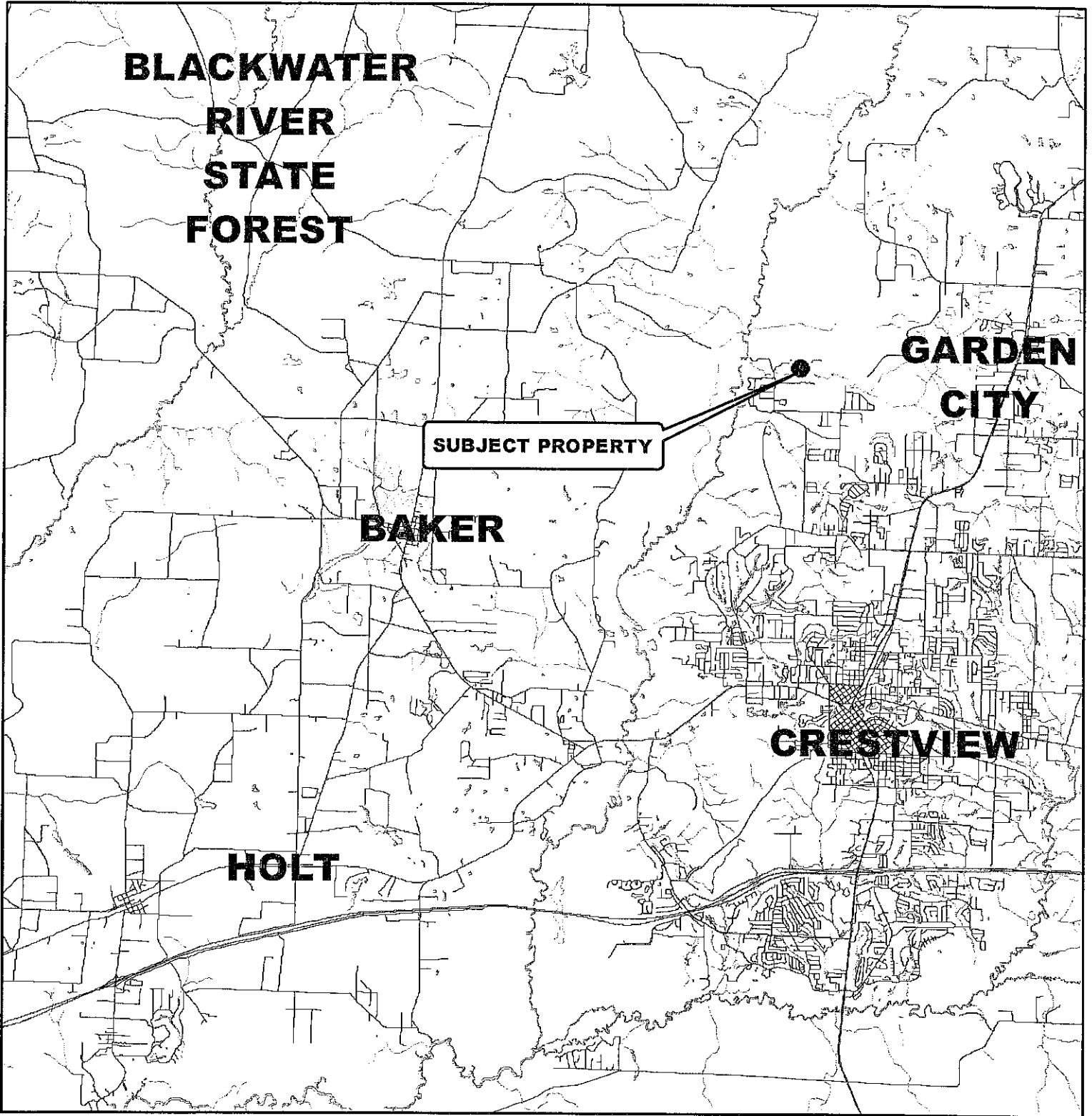
STATE OF FLORIDA COUNTY OF OKALOOSA Notary Public, State of Florida My Commission Expires:

DEVELOPER

Highlands Holdings of NWF, LLC, a Florida limited liability company

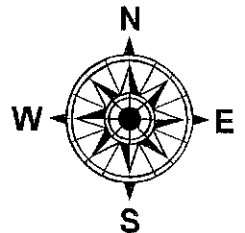
By: Michael W. Mead Michael W. Mead as Manager of Highlands Holdings of NWF, LLC

**ATTACHMENT - A**  
**19-4N-23-0000-0005-0000/0010/0009-0000**



**Legend**

— Roads



**Location Map**

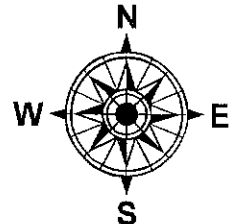
**ATTACHMENT - B**

**19-4N-23-0000-0005-0000/0010/0009-0000**



**Legend**

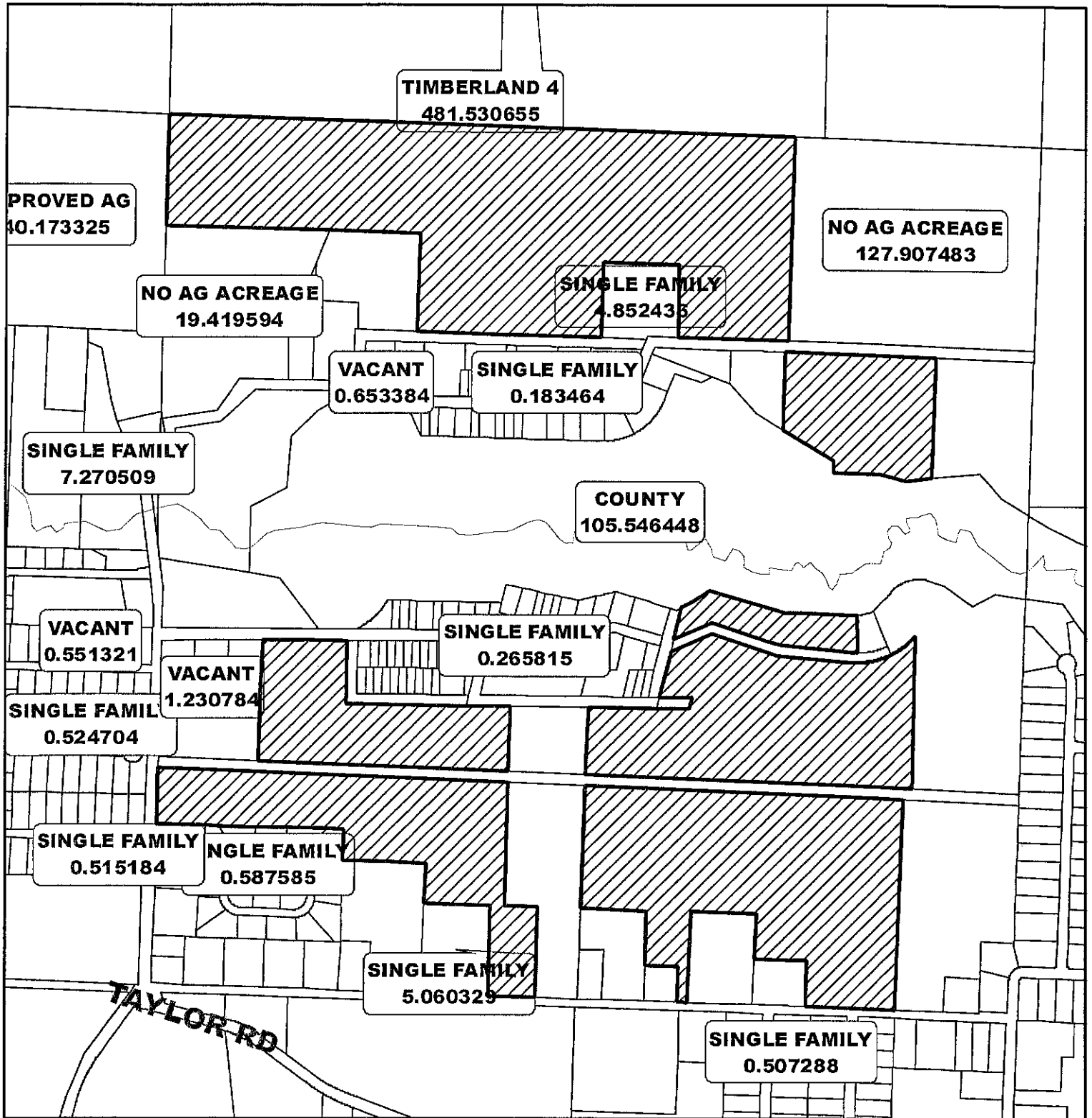
 PARCELS



**Aerial Photo**

# ATTACHMENT - C

## 19-4N-23-0000-0005-0000/0010/0009-0000



### Existing Land Use Map

