

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Planning and Building		(2) MEETING DATE May 9, 2006		(3) CONTACT/PHONE Stephanie Fuhs (805) 781-5721	
(4) SUBJECT Submittal of a resolution approving an Agreement for Mitigations for Lot Line Adjustment COAL 04-0503 with Servtec Investments, LLC, a Missouri Limited Liability Company, Supervisorial District #4					
(5) SUMMARY OF REQUEST Request the Board of Supervisors adopt the resolution accepting the Agreement for Mitigations for Lot Line Adjustment COAL 04-0503 with Servtec Investments, LLC, a Missouri Limited Liability Company. The project is located on the west side of Thompson Avenue, approximately one mile south of the Tefft Street/Thompson Road intersection, approximately 1/2 mile south of the community of Nipomo, in the South County (Inland) planning area.					
(6) RECOMMENDED ACTION Adopt the resolution approving and accepting the Agreement for Mitigations for Lot Line Adjustment COAL 04-0503 with Servtec Investments, LLC, a Missouri Limited Liability Company.					
(7) FUNDING SOURCE(S) Current Budget		(8) CURRENT YEAR COST n/a		(9) ANNUAL COST n/a	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, County Public Works Department					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input checked="" type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A Date <u>2/7/06, 12/4/05</u>
(23) ADMINISTRATIVE OFFICE REVIEW <p align="center"><i>OK Leslie Bann</i></p>					

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5-9-06*



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

TO: BOARD OF SUPERVISORS

FROM: STEPHANIE FUHS, CURRENT PLANNING

VIA: WARREN HOAG, DIVISION MANAGER, CURRENT PLANNING *WH*

DATE: MAY 9, 2006

SUBJECT: SUBMITTAL OF A RESOLUTION APPROVING AN AGREEMENT FOR MITIGATIONS FOR LOT LINE ADJUSTMENT COAL 04-0503 WITH SERVTEC INVESTMENTS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, SUPERVISORIAL DISTRICT #4

RECOMMENDATION

Adopt the resolution approving and accepting the Agreement for Mitigations for Lot Line Adjustment COAL 04-0503 with Servtec Investments, LLC, a Missouri Limited Liability Company.

DISCUSSION

Attached is an agreement for mitigations which was required by conditions of approval for Lot Line Adjustment COAL 04-0503. The mitigation agreement was required in order to protect areas of the project site containing prime agricultural soils and flood hazard areas. In addition, future development will also be restricted areas outside the 60 dbL noise contour line.

The attached proposed mitigation agreement is found to be consistent with the County's general plan.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel prepared the agreements and approved the resolutions and documents as to form and legal effect. County Public Works reviewed and approved the legal description of the area subject to the provisions of the mitigation agreement.

FINANCIAL CONSIDERATIONS

None.

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RESULTS

Approving and accepting the agreement for mitigations will restrict any future development on the site to areas outside prime agricultural soils, flood hazard areas, and the 60dbL noise contour line consistent with the conditions of approval for Lot Line Adjustment COAL 04-0503.

ATTACHMENTS

- Resolution
- Agreement
- Vicinity Map
- Site Plan

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IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 20_____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR MITIGATIONS
FOR LOT LINE ADJUSTMENT COAL 04-0503 WITH SERVTEC INVESTMENTS,
LLC, A MISSOURI LIMITED LIABILITY COMPANY

The following Resolution is hereby offered and read:

WHEREAS, the Director of Planning and Building by letter dated
May 9, 2006, has duly recommended that the Board of Supervisors enter into
the above-mentioned agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of
Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the Agreement for Mitigations for Lot Line Adjustment COAL 04-0503, a
copy of which is attached hereto and incorporated by reference herein as though set forth in full,
is hereby approved by the County of San Luis Obispo and the Chairperson of the Board of
Supervisors is hereby authorized and directed to execute said agreement on behalf of the County
of San Luis Obispo.

2. That the County Clerk is hereby authorized and directed to record this resolution
and the above agreement in the office of the County Recorder of the County of San Luis Obispo.

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Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call votes, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

County Clerk and Ex-Officio Clerk
of the Board of Supervisors, County
of San Luis Obispo, State of California

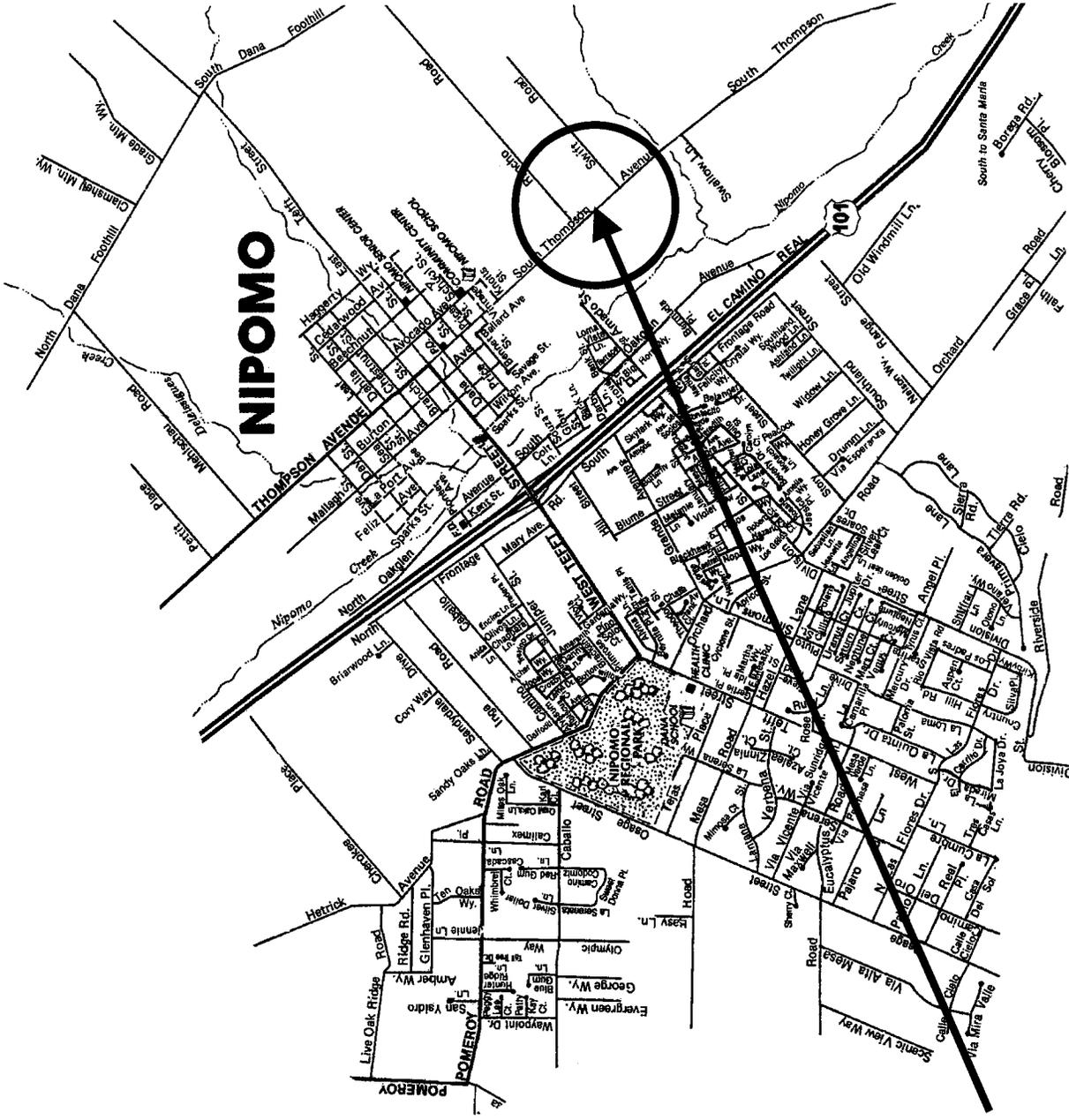
APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: April 25, 2006

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SITE

PROJECT

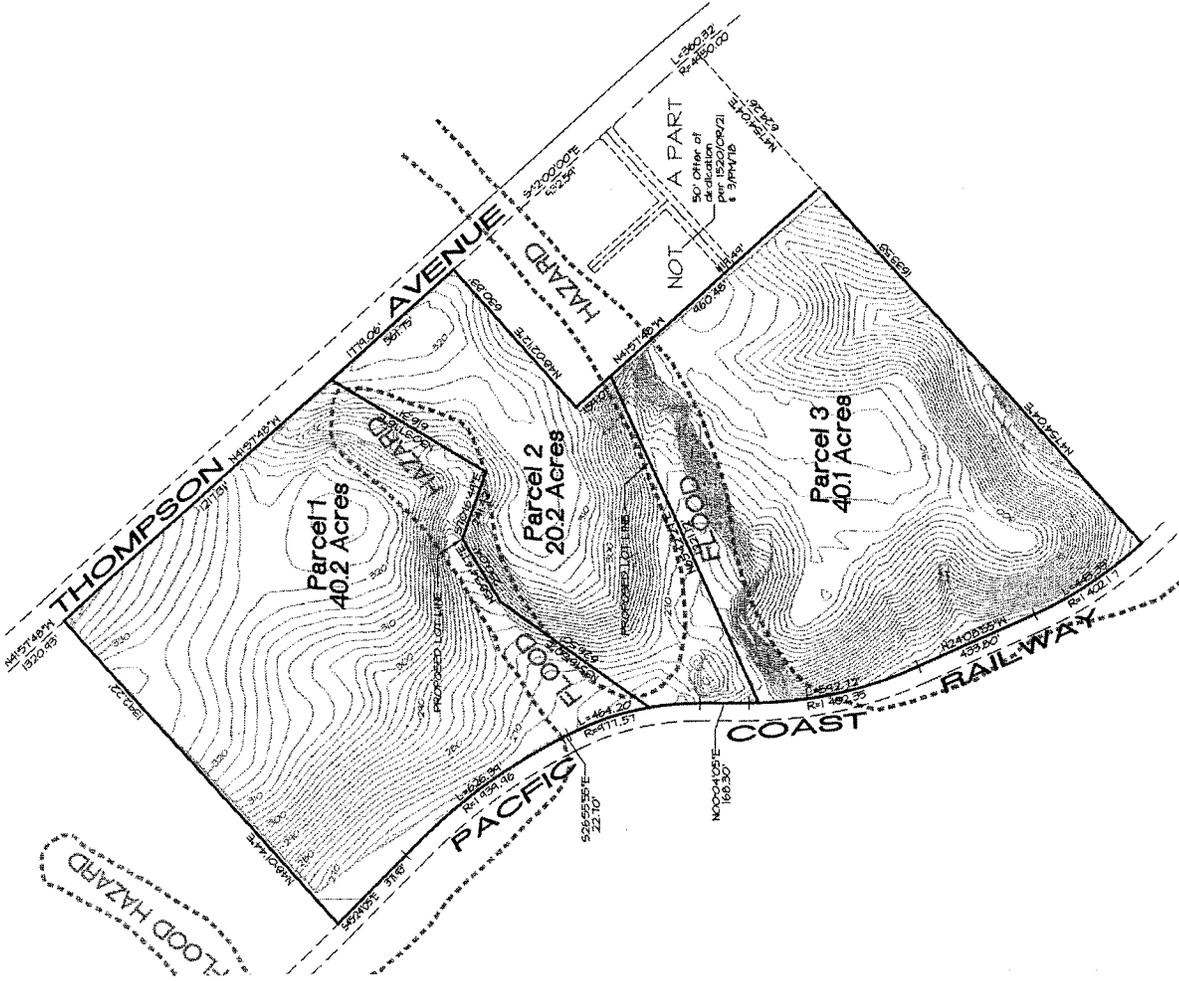
Lot Line Adjustment
Servtec Investments, LLC SUB2004-00166

EXHIBIT

Vicinity Map



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PROJECT

Lot Line Adjustment
Servtec Investments, LLC SUB2004-00166



EXHIBIT

Site Plan

Handwritten signature/initials

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 090-171-022

AGREEMENT FOR MITIGATIONS FOR LOT LINE ADJUSTMENT COAL 04-0503

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between SERVTEC INVESTMENTS LLC, a Missouri limited liability company, hereinafter referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is record owner of certain real property (hereinafter referred to as "Owner's Property") located in the unincorporated area of the County of San Luis Obispo described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, Owner has filed an application and a lot line adjustment map requesting approval of Lot Line Adjustment COAL 04-0503; and

ck. title rpt./COAL 04-0503

Handwritten initials "B.B." and a signature in the bottom right corner of the page.

WHEREAS, the California Environmental Quality Act (hereinafter referred to as "CEQA") is applicable to all discretionary projects including approval of lot line adjustments; and

WHEREAS, the initial study conducted by the County's Environmental Coordinator in accordance with CEQA identified some potentially significant effects from the project; and

WHEREAS, Owner's lot line adjustment qualified for a proposed negative declaration from the County's Environmental Coordinator based upon the agreement of the Owner to revise his project in order to mitigate the effects of the project to a point where clearly no significant effects would occur; and

WHEREAS, in order to complete the lot line adjustment, Owner has prepared and submitted for approval by County a parcel map or certificates of compliance for each of the parcels being created by approval of said lot line adjustment; and

WHEREAS, as agreed to by Owner and as a condition of approval of said lot line adjustment and as a condition precedent to the approval of said parcel map or certificates of compliance by County, Owner is required to enter into an agreement with the County to mitigate the effects of the project to a point where clearly no significant effects would occur; and

WHEREAS, by the execution of this agreement by Owner and County, and the subsequent performance of the obligations of this agreement by Owner and his successors in interest, Owner will have satisfied the mitigation requirements of condition 11 of the conditions of approval of the lot line adjustment; and

WHEREAS, Owner has supplied County with a current title company preliminary title report, preliminary subdivision guarantee, or lot book guarantee listing all trust deed



beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on Owner's Property.

NOW, THEREFORE, in consideration of County approval of a parcel map or certificates of compliance to complete and finalize the above lot line adjustment and the benefits conferred thereby on Owner and Owner's Property, and in further consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Restrictions and mitigations. In order to mitigate the potentially significant effects identified in the initial study for the project, Owner agrees to each of the following restrictions and mitigations:

(a) Building restriction areas.

(1) Prime agricultural soils. The prime agricultural soils on Owner's Property are delineated and shown on Exhibit B attached hereto and incorporated by reference herein as though set forth in full. With the exception of an access road to Parcel 3, all structural development on Owner's Property (including, but not limited to, buildings, wells, water tanks, septic tanks, and leachfields) shall be limited to the area outside the delineated prime agricultural soils. In addition, the storage of materials and soil shall not be permitted on the prime agricultural soils.

(2) Creek buffer. A creek buffer area, which is a minimum of thirty (30) feet from the 100-year Flood Hazard zone, is delineated and shown on Exhibit C attached hereto and incorporated by reference herein as though set forth in full. No structural development, grading associated with development, improvements, or storage of soils and materials shall be permitted within the delineated creek buffer area.

(3) Environmentally sensitive areas. At the time of application for grading and construction permits, the applicant shall delineate the archaeological site(s)

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as environmentally sensitive area(s) on the project plans. All new development, (e.g., access roads, driveways, residences, detached garages, guesthouses, sheds, utility trenches, wells, water tanks, leachfields, septic tanks, etc.) shall be located outside the environmentally sensitive area(s). Environmentally sensitive areas that are within fifty feet of construction or grading activities shall be marked for protection (e.g., with flagging) and the limits of the environmentally sensitive area shall be fenced prior to any grading.

(b) Monitoring plan.

(1) Prior to the issuance of grading and/or construction permits, the applicant shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for review and approval by the Environmental Coordinator of the County.

The monitoring plan, which shall be implemented by the applicant, shall include at a minimum each of the following items:

- (i) List of personnel involved in the monitoring activities;
- (ii) Description of how the monitoring shall occur;
- (iii) Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- (iv) Description of what resources are expected to be encountered;
- (v) Description of circumstances that would result in the halting of work at the project site (e.g., what is considered "significant" archaeological resources?);
- (vi) Description of procedures for halting work on the site and notification procedures; and
- (vii) Description of monitoring reporting procedures.

(2) During all ground disturbing construction activities, the applicant shall retain a qualified archaeologist and historian (approved by the Environmental Coordinator) and a Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The Owner shall implement all mitigations required by the Environmental Coordinator.

(3) Upon completion of all monitoring/mitigation activities, and prior to occupancy or final inspection (whichever occurs first), the consulting archaeologist and historian shall submit a report to the Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

(c) Historic overview report. Prior to issuance of grading and/or construction permits, the applicant shall retain a historian (approved by the Environmental Coordinator) to complete a historic overview report of the project site and its relationship to the Dana Adobe. The investigation shall focus on the following:

(1) Identification through historic maps and documentation, the location of the El Camino Real/stagecoach route across the property. Once the route has been determined, its location shall be field checked for any surfacial evidence. The identified route shall be avoided during development of the project site.

(2) An evaluation of the project site's significance as part of the Dana Adobe environmental viewshed with appropriate recommendations. The

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evaluation shall include an assessment of potential direct impacts to the adobe's ability to qualify for federal funding for restoration efforts.

(d) Noise buffer. A noise buffer area, which is a minimum of one hundred twenty-eight (128) feet from Thompson Avenue and located within the southwest corner of Owner's Property, is delineated and shown on Exhibit C attached hereto and incorporated by reference herein as though set forth in full. No habitable development shall be permitted within the delineated noise buffer area.

2. Indemnification. The Owner shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Owner or of agents, employees, or independent contractors directly responsible to the Owner; providing further that the foregoing obligation to defend, indemnify, and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the Owner's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Owner to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

3. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any

conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

4. Effect of waiver. County's waiver of breach of any one term, covenant, or provision of this agreement, shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

5. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

6. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created thereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

7. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

8. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center,

Room 300, San Luis Obispo, California 93408. Notices required to be given to the Owner shall be addressed as follows: Servtec Investments LLC, 676 Killary Down, Saint Charles, Missouri 63304.

Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9. Owner not agent of County. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of County in connection with the performance of Owner's obligations under this agreement.

10. Entire agreement and modifications. This agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations to the provisions of this agreement shall be effective unless in writing and executed by the parties hereto or their assigns and successors in interest.

11. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER

SERVTEC INVESTMENTS LLC,
a Missouri limited liability company

By: Barbara J. Dacus
its Registered Agent

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: James B. Lindholm, Jr.
Deputy County Counsel

Dated: April 25, 2006

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APPROVED AS TO CONTENT:

VICTOR HOLANDA, AICP
Director of Planning and Building

By: Victor Holanda
Dated: 4-4-06

LEGAL DESCRIPTION APPROVED AS TO FORM:

GLEN L. PRIDDY
County Surveyor

By: Glen Priddy
Dated: 4/3/06



[NOTE: This Agreement For Mitigations will be recorded. All signatures to this agreement must be acknowledged by a notary.]

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STATE OF Missouri

COUNTY OF St. Charles

On 24th March 2006 before me, Barbara Dacus^{cm} Shelli Vitale
(Name of Notary Public)

personally appeared Barbara Dacus

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shelli Vitale
(Signature of Notary Public)



(This area for notarial seal)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____,
Deputy County Clerk-Recorder, County of San Luis Obispo, State of California,
personally appeared _____,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder
and Ex-Officio Clerk of the
Board of Supervisors, County of
San Luis Obispo, State of California

By: _____
Deputy County Clerk-Recorder

[SEAL]

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EXHIBIT A

PARCEL 1:

All that portion of Lot 26 of the Rancho Nipomo, in the County of San Luis Obispo, State of California, according to map recorded June 11, 1880 in Book A, Page 13 of Maps, Records of said County, described as follows:

Commencing at the Southwest corner of Parcel 1 of Parcel Map CO 67-81, as per map recorded in Book 3 of Parcel Maps, Page 78, Records of said County;

Thence North 42°00'00" West, along the Southerly line of Parcels 1, 2, and 4 of said Parcel Map, a distance of 1118.68 feet to the most Westerly corner of said Parcel 4;

Thence North 48°00'00" East, along the Northwesterly line of Parcels 3 and 4 of said Parcel Map, a distance of 652.20 feet to a point in the Southwesterly line of the County Road from Arroyo Grande to Santa Maria, said point bears South 42°00'00" East, a distance of 1118.00 feet from the most Easterly corner of said Lot 26;

Thence North 42°00'00" West, along said Southwesterly line, a distance of 561.75 feet to the TRUE POINT OF BEGINNING;

Thence South 30°37'16" West; 635.45 feet,

Thence North 70°16'49" West; 241.42 feet,

Thence South 58°34'47" West, 250.04 feet,

Thence South 35°16'50" West, 626.50 feet, more or less, to a point in the Easterly line of the Pacific Coast Railroad Right of Way;

Thence Northwesterly, along said Easterly line, to stake AD 2;

Thence North 48°30'00" East, a distance of 1410.42 feet, to stake AD 1 situated at a point on the Southwesterly line of said County Road, distant South 42°00'00" East, 1320.00 feet from the most Northerly corner of said Lot 26;

Thence South 42°00'00" East, along said County Road, a distance of 1217.31 feet, more or less to the TRUE POINT OF BEGINNING.

Contains 40.9 acres, more or less.

PARCEL 2:

All that portion of Lot 26 of the Rancho Nipomo in the County of San Luis Obispo, State of California, according to map recorded June 11, 1880 in Book A, Page 13 of Maps, Records of said County, described as follows:

Commencing at the Southwest corner of Parcel 1 of Parcel Map CO 67-81, as per map recorded in Book 3 of Parcel Maps, Page 78, Records of said County;

Thence North 42°00'00" West along the Southerly line of Parcels 1, 2, and 4 of said Parcel map a distance of 960.48 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said Southerly line, a distance of 158.20 feet, to the most Westerly corner of said Parcel 4;

Thence North 48°00'00" East, along the Northwesterly line of Parcels 3 and 4 of said Parcel Map, a distance of 652.20 feet, to a point in the Southwesterly line of the County Road from Arroyo Grande to Santa Maria, said point bears South 42°00'00" East, a distance of 1118.0 feet from the most Easterly corner of said Lot 26;

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Thence North 42°00'00" West, along said Southwesterly line, a distance of 561.75 feet;
Thence South 30°37'16" West; 635.45 feet,
Thence North 70°16'49" West; 241.42 feet,
Thence South 58°34'47" West, 250.04 feet,
Thence South 35°16'50" West, 626.50 feet, more or less, to a point in the Easterly line of the Pacific Coast Railroad Right of Way;
Thence Southerly along said Easterly line to a point that bears South 65°42'27" West, a distance of 1221.12 feet, more or less, from the TRUE POINT OF BEGINNING;
Thence North 65°42'27" East, a distance of 1221.12 feet, more or less to the TRUE POINT OF BEGINNING.
Contains 20.2 acres, more or less.

PARCEL 3:

All that portion of Lot 26 of the Rancho Nipomo in the County of San Luis Obispo, State of California, according to map recorded June 11, 1880 in Book A, Page 13 of Maps, Records of said County, described as follows:

BEGINNING at the Southwest corner of Parcel 1 of Parcel Map CO 67-81, as per map recorded in Book 3 of Parcel maps, page 78, Records of said County;
Thence North 42°00'00" West, along the Southerly line of Parcels 1, 2, and 4 of said Parcel Map, a distance of 960.48 feet;
Thence South 65°42'27" West, a distance of 1221.12 feet, more or less, to a point on the Easterly line of the Pacific Coast Railroad Right of Way;
Thence Southwesterly along said Easterly line, to a point in the Southeasterly line of said Lot 26;
Thence North 47°54'04" East, a distance of 1633.53 feet, more or less, to the TRUE POINT OF BEGINNING.
Contains 40.1 acres, more or less

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EXHIBIT B

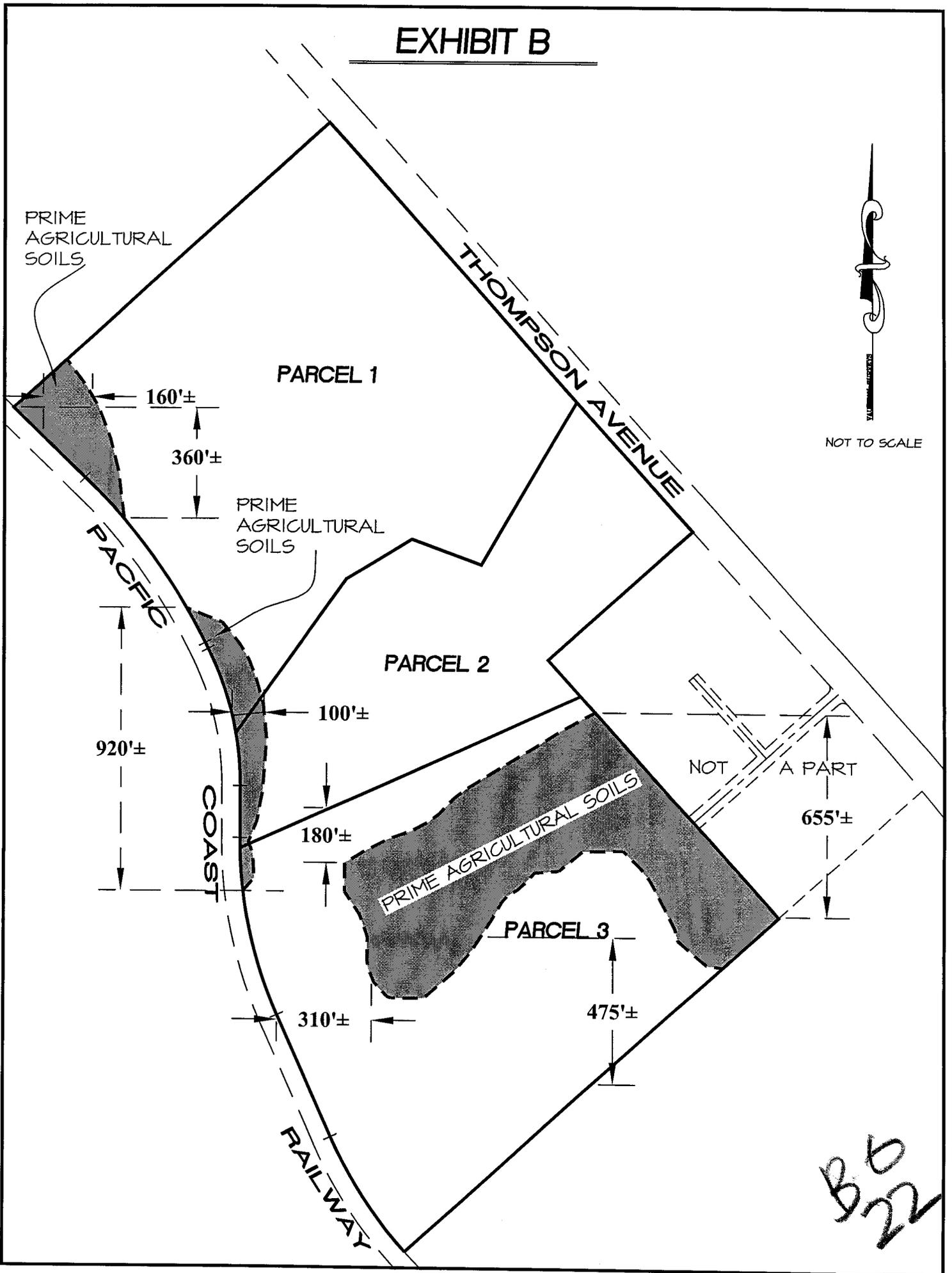
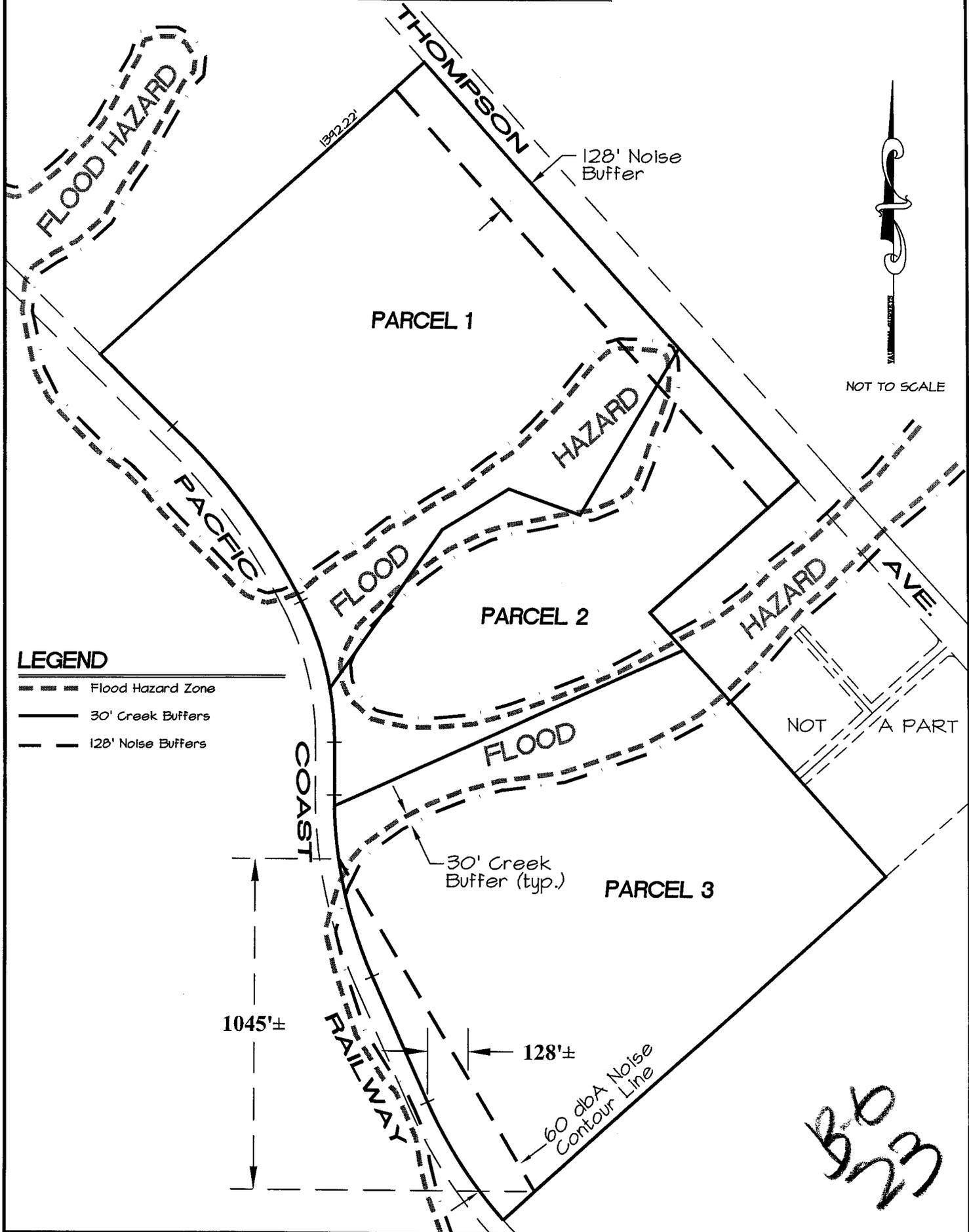


EXHIBIT C



LEGEND

- Flood Hazard Zone
- 30' Creek Buffers
- - - 128' Noise Buffers

NOT TO SCALE

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