



Interoffice Memorandum

DATE: December 20, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

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

CONTACT PERSON: **Joe Kunkel, P.E., DRC Chairman**
Development Review Committee
Public Works Department
(407) 836-7971

SUBJECT: January 11, 2022 – Public Hearing
Applicant: Eric Warren, Poulos & Bennett, LLC
Horizon West Village H Parcels 12A & 12B Planned Development /
Parcel 12B Preliminary Subdivision Plan
Case # PSP-21-06-175 / District 1

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of November 17, 2021, to approve the Horizon West Village H Parcels 12A & 12B Planned Development (PD) / Parcel 12B Preliminary Subdivision Plan (PSP) to subdivide 15.50 acres, generally located south of Hartzog Road and east of Avalon Road, in order to construct 99 single-family attached residential dwelling units.

In addition, a waiver from Orange County Code Section 34-209 is requested to eliminate the requirement for a six-foot high masonry wall adjacent to the Avalon Road right-of-way.

The required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Article X, Chapter 2, Orange County Code, as may be amended from time to time, and copies of these and the PSP may be found in the Planning Division for further reference.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan and approve the Horizon West Village H Parcels 12A & 12B PD / Parcel 12B PSP dated "Received December 3, 2021", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JK/lme
Attachments

CASE # PSP-21-06-175

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of November 17, 2021, to approve the Horizon West Village H Parcels 12A & 12B Planned Development (PD) / Parcel 12B Preliminary Subdivision Plan (PSP) to subdivide 15.50 acres, generally located south of Hartzog Road and east of Avalon Road, in order to construct 99 single-family attached residential dwelling units.

In addition, a waiver from Orange County Code Section 34-209 is requested to eliminate the requirement for a six-foot high masonry wall adjacent to the Avalon Road right-of-way.

2. PROJECT ANALYSIS

- A. Location: South of Hartzog / East of Avalon Road
- B. Parcel ID: 08-24-27-0000-00-006
- C. Total Acres: 15.50 gross acres
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: Water Spring ES - Enrolled: 1,225 / Capacity: 791
Water Spring MS - Enrolled: 497 / Capacity: 706
Horizon HS - Enrolled: 1,345 / Capacity: 1,950
- G. School Population: 36
- H. Parks: Deputy Scott Pine Community Park – 5 Miles
- I. Proposed Use: 99 Single-Family Attached Residential Dwelling Units
- J. Site Data: Maximum Building Height: 55' (4 stories)
Minimum Living Area: 1,000 Square Feet
Minimum Lot Width: 16'
Building Setbacks:
15' Front
14' Rear
7' Side
10' Side Street
50' NHWE

K. Fire Station: 44– 16990 Porter Road

L. Transportation: Avalon Road (CR 545): A Village H Horizon West Road Network Agreement for C.R. 545 among Orange County and D.R. Horton, Inc. ("DRHI"); Avalon Properties, Ltd. ("Avalon"); Horizon West Properties ("HWP"); HAP, Inc. ("HAP"); Titan Western Beltway, LLC ("Titan"); Hanover Hickory Nut, LLC, ("Hanover"); Zanzibar Properties, LLC ("Zanzibar"); and Seidel West I, LLC ("Seidel"). DRHI, Avalon, HWP, HAP, Titan, Hanover, Zanzibar, and Seidel are collectively referred to herein as "Signatory Owners" was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR Book/Page 10525/6172. The Village H Horizon West Road Network Agreement provides for the dedication of right-of-way, design, engineering, permitting, mitigation and construction of C.R. 545 to four lanes in four phases according to specific trip allocations and performance thresholds. Concurrency Vesting shall be provided pursuant to Table 1 based on achieved thresholds of the road improvements. Conveyance shall be by general warranty deed at no cost to the County prior to each phase of roadway construction. The Signatory Owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile. This agreement was negotiated based on the approved Horizon West Global Road Term Sheet.

Avalon Road (CR 545): First Amendment to Village H Horizon West Road Network Agreement The Roadway Agreement Committee has reviewed the First Amendment to Village H Horizon West Road Network Agreement (C.R. 545) ("First Amendment") among Orange County and D.R. HORTON, INC. ("DRHI"); AVALON PROPERTIES, LTD. ("Avalon"); TITAN WESTERN BELTWAY, LLC ("Titan"); HANOVER HICKORY NUT, LLC, ("Hanover"); ZANZIBAR PROPERTIES, LLC ("Zanzibar"); SEIDEL WEST I, LLC ("Seidel"); LENNAR HOMES LLC ("Lennar"); and SPRING GROVE, LLC ("Spring Grove"). The First Amendment was approved by the Board of County Commissioners on December 16, 2014 and recorded at OR Book/Page 10851/0626. Under the terms of the First Amendment, a portion of the Zanzibar property is removed from the area covered under the Village H Road Network Agreement. This

portion lies within the Town Center rather than within Village H and was included in the original Agreement in error.

Avalon Road (C.R. 545): (Village H Road Network First Amendment) A First Amendment was approved by the Board of County Commissioners on December 16, 2014 and recorded at OR Book/Page 10851/0626. Under the terms of the First Amendment, a portion of the Zanzibar property is removed from the area covered under the Village H Road Network Agreement. This portion lies within the Town Center rather than within Village H and was included in the original Agreement in error.

Avalon Road (C.R. 545): (Village H Road Network Second Amendment) A Second Amendment was approved by the Board of County Commissioners on January 27, 2015 and recorded at OR Book/Page 10870/7689. Under the terms of the Second Amendment, Performance Threshold 2 and Performance Threshold 3 in Section 6 are amended to revise the timing of the Participating Owners' obligations under the Performance Thresholds as shown in the revised Table 1.

Avalon Road (C.R. 545): (Village H Road Network Third Amendment) A Third Amendment was approved by the Board of County Commissioners on November 28, 2017 and recorded at Document # 20170656057. Under the terms of the Third Amendment, Performance Threshold 3 in Section 6 is amended to revise the timing of the Participating Owners' obligations under the Performance Thresholds as shown in the revised Table 1 and split into Phase 3A and Phase 3B

Avalon Road (C.R. 545): (Village H Road Network Fourth Amendment) A Fourth Amendment was approved by the Board of County Commissioners on October 8, 2019 and recorded at Document # 20190634374. Under the terms of the Fourth Amendment, Section 5.4 of the Agreement is amended to include future traffic signals as part of the Agreement and to update engineering plans for the C.R. 545 Improvements.

Avalon Road (C.R. 545): (Village H Road Network Fifth Amendment) A Fifth Amendment was approved by the Board of County Commissioners on January 26, 2021 and recorded at Document # 20210063422. Under the terms of the Fifth Amendment Table 1 was updated to allow the release of a portion of the Road Segment 1 trip allocation

before acquisition of right-of-way and Section 5.4 was updated to clarify that a change order for Road Segments 2, 3, and 4 shall be considered for the entirety of the applicable design or construction contract, rather than for individual Road Segments, as the segments were managed as one project/contact by the Owners.

Improvements: Village I Preliminary Design Study for C.R. 545 (Avalon Road) and Flemings Road (C.R. 545 from Water Springs Boulevard to South of New Hartzog Road and Flemings Road from east of 545 to the west County line). The purpose of this study is to assess and recommend roadway improvements to meet future travel demand needs on these two roadways. The study considers the social and environmental impacts of adding travel lanes and other features such as, but are not limited to, drainage, a multi-use path and sidewalk, raised medians, lighting, and intersection improvements. At the time of the report, this project has an overall completion of approximately 12%.

Based on the Concurrency Management database (CMS) dated 6/23/2021, there are multiple failing roadway segments within the project's impact area. Avalon Road, from Western Way to Old YMCA Road (3 segments), and Seidel Road, from Avalon Road to Murcott Blossom Boulevard (3 segments), are all failing. This information is dated and subject to change.

3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Village, and it is located with Horizon West Village H. The subject property is within the Village Home and Apartment Districts as shown on the Horizon West Specific Planning Area map. This request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Horizon West Village H Parcels 12A & 12B PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Horizon West Village H Parcels 12A & 12B PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Parcel 12B Preliminary Subdivision Plan dated "December 3, 2021," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received December 3, 2021," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit, or any other development order, if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be

identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
7. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
8. Prior to issuance of any certificate of completion, all storm drain inlets shall have metal medallion inlet markers installed. Text on the marker shall read "No Dumping, Only Rain in the Drain." Specification detail will be provided within all

plan sets. Contact the National Pollutant Discharge Elimination System (NPDES) Supervisor at the Orange County Environmental Protection Division for details.

9. Prior to mass grading, clearing, grubbing, or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
10. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner / operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
11. The project shall comply with the terms and conditions of that certain Village H Horizon West Road Network Agreement approved on February 12, 2013 and recorded at OR Book/Page 10525/6172, Public Records of Orange County, Florida, as may be amended.
12. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The MUP and updates must be approved prior to Construction Plan approval.
13. The HOA Covenants and Restrictions shall state that the public open space tracts and those amenities within the open space tracts are open to the public and that a change that would prohibited public access will require Orange County Board of County Commission Approval.
14. Lots that face a new, open space tract or alley that do not have access to a public right-of-way shall be addressed off an alley and the addressing of the home shall be placed on the front and rear of the structure.
15. Unless otherwise specified to the County's satisfaction in the PSP, a Development Plan, in conformance with the requirements of Section 34-131(b) (20), including the appropriate group type, is required for the park / recreation tract(s) within this Preliminary Subdivision Plan (PSP), or phase thereof, as appropriate. Regardless of whether the park / recreation tract is included in the PSP or approved via a separate Development Plan, the park / recreation area tract(s) shall be constructed in conjunction with the subdivision infrastructure and

completed prior to issuance of the Certificate of Completion (C of C) for the infrastructure for the phase in which the park / recreation tract(s) is located.

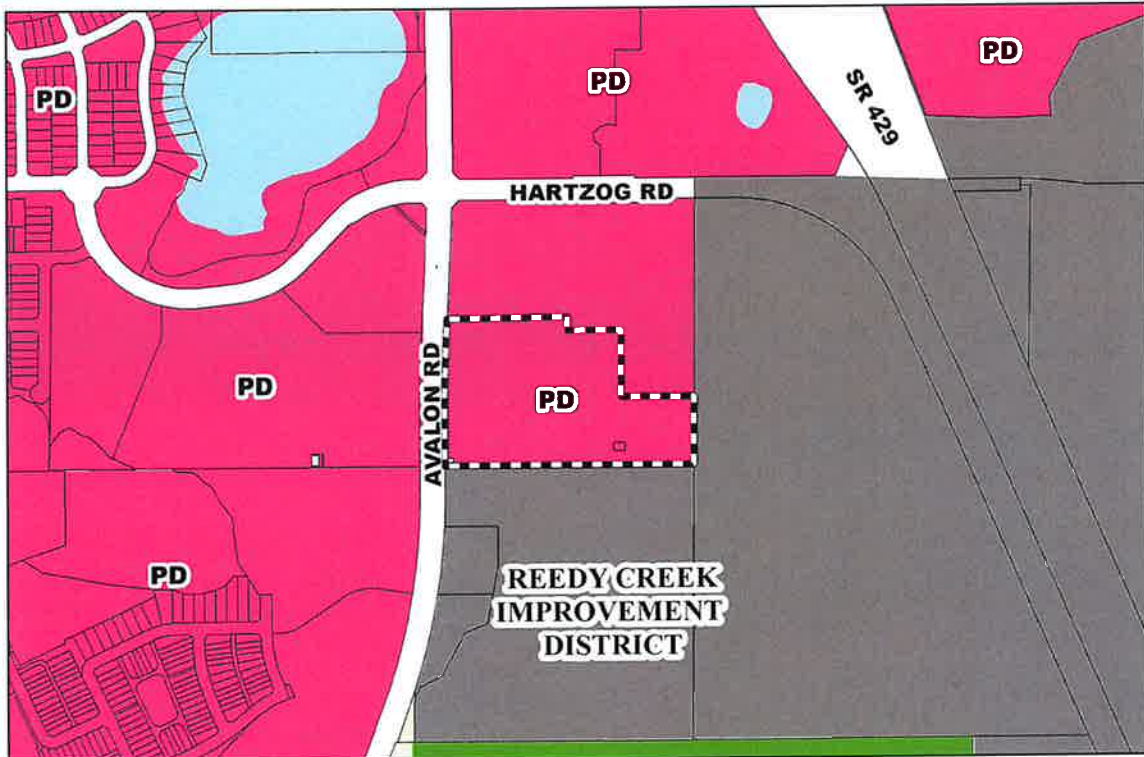
16. New streets which are an extension of or in alignment with existing streets shall bear the same name as that borne by such existing streets.
17. Pole signs and billboards shall be prohibited. All other signage shall comply with Chapter 31.5 of the Orange County Code.
18. Short term/transient rental is prohibited. Length of stay shall be for 180 consecutive days or greater.
19. A current Phase One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Construction Plan submittal and must be approved prior to Construction Plan approval for any streets and/or tracts anticipated to be dedicated to the County and/or to the perpetual use of the public.
20. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
21. The stormwater management system shall be designed to retain the 100-year / 24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year / 24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
22. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
23. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
24. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the

Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

25. Where public gravity main will be located within alleyways, the distance from structure to structure shall be a minimum of 38 feet. To meet this requirement, the Side and Rear Setbacks for affected lots on the PSP shall be a minimum of 19 feet from the property line, based on the utility configuration shown in the PSP.
26. The plat and the Conditions, Covenants, and Restrictions (CC&Rs) for this project shall notify homeowners of the following: Homeowners own and maintain their individual water services which extend to their homes from public water meters located adjacent to public road right-of-way and/or public utility easements. The owners of the affected lots shall be granted access to HOA-owned tracts for the purpose of maintaining their water services.
27. Prior to construction plan approval, the layout and grading for the driveway access to the existing Water Conserv II Turnout Facility 3T-02 located along the south boundary of the property must be coordinated and approved by Orange County Utilities and Orange County Public Works.
28. A waiver from Orange County Code Section 34-209 is granted to eliminate the requirement for a six-foot high masonry wall adjacent to the Avalon Road right-of-way.

Zoning Map

PSP-21-06-175



Subject Property



Subject Property

Zoning Map

ZONING: PD (Planned Development District)
 (Horizon West Village H Parcels 12A & 12B PD)

APPLICANT: Eric Warren, Poulos & Bennett LLC

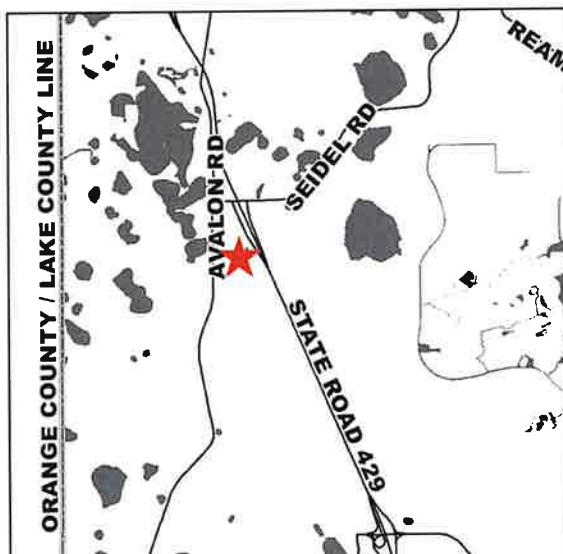
LOCATION: East of Avalon Road /
 South of Hartzog Road

TRACT SIZE: 15.71 gross acres

DISTRICT: # 1

S/T/R: 08-24-27

1 inch = 700 feet



Site Data & Notes Sheet

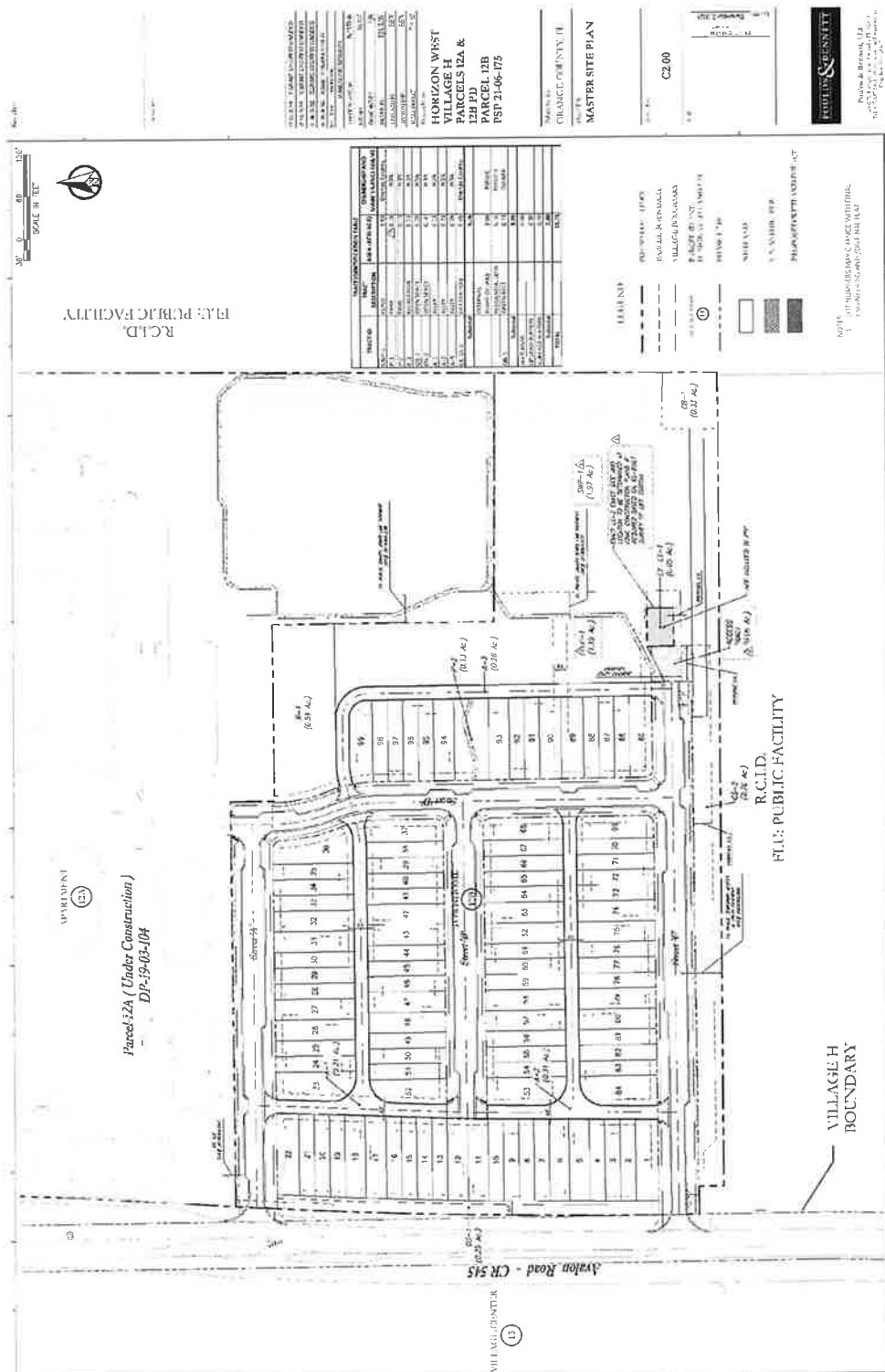
PPF DEVELOPMENT INFORMATION

1. PROJECT NAME	2. PROJECT LOCATION
3. PROJECT OWNER	4. PROJECT CONTACT
5. PROJECT ADDRESS	6. PROJECT PHONE
7. PROJECT FAX	8. PROJECT E-MAIL
9. PROJECT WEBSITE	10. PROJECT URL
11. PROJECT DESCRIPTION	12. PROJECT SCOPE
13. PROJECT STATUS	14. PROJECT PHASE
15. PROJECT START DATE	16. PROJECT END DATE
17. PROJECT BUDGET	18. PROJECT COST
19. PROJECT REVENUE	20. PROJECT PROFIT
21. PROJECT RISK	22. PROJECT IMPACT
23. PROJECT BENEFIT	24. PROJECT CHALLENGE
25. PROJECT OPPORTUNITY	26. PROJECT THREAT
27. PROJECT STRATEGY	28. PROJECT TACTIC
29. PROJECT ACTION	30. PROJECT RESULT
31. PROJECT LEARNING	32. PROJECT LESSON
33. PROJECT REVIEW	34. PROJECT EVALUATION
35. PROJECT IMPROVEMENT	36. PROJECT OPTIMIZATION
37. PROJECT INNOVATION	38. PROJECT CREATION
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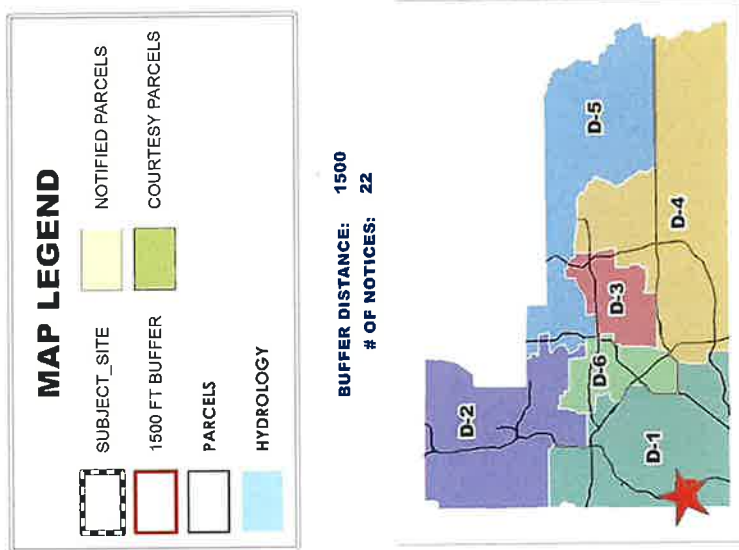
Site Plan Sheet



Notification Map

Public Notification Map

PSP-21-06-175



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