



Marion County
Board of County Commissioners

Growth Services ♦ Planning & Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

Attachment A

STAFF/OFFICE USE ONLY

Case No.:	
AR No.:	
PA:	

PARCEL ACCOUNT NUMBERS: 37896+000-01 & 37896-000-00

APPLICATION FOR PUD REZONING or PUD AMENDMENT

With: Concept Plan X Master Plan _____

The undersigned hereby requests a zoning change per Marion County Land Development Code (LDC), Article 4, Zoning, on the below described property and area, to **PUD (PLANNED UNIT DEVELOPMENT)** from:
A-1 General Agriculture and PUD Planned Unit Development

Property Address: No address assigned

Legal Description: Attach a copy of the deed(s) with property legal description and demonstrating ownership.

Required Documents: Attach a copy of the required PUD Documents listed in the checklist on the reverse side of this application as required by LDC Section 4.2.31.F(2) and LDC Division 2.13.

Total PUD Acreage: 119.69 acres **Maximum Proposed Residential Units:** 442
(# SFR 442 # MF 0)

Maximum Non-Residential (Commercial or Industrial) Acreage: 0

The property owner must sign this application unless written authorization naming the listed applicant/agent to act on his/her behalf is attached.

Sandy Clay LLC / Marion County

Property Owner name (please print)

4349 SE 20th Street / 412 SE 25th Ave

Mailing Address

Ocala, FL 34471 / Ocala, FL 34471

City, State, Zip Code

Defer to applicant for information

Phone Number (include area code)

Defer to applicant for information

E-Mail Address (include complete address)


Signature*

*By signing this application, applicant hereby authorizes Growth Services to enter onto, inspect, and traverse the property indicated above, to the extent Growth Services deems necessary, for the purposes of assessing this application and inspecting for compliance with County ordinance and any applicable permits.

Tillman & Associates Engineering, LLC

Applicant/Agent Name (please print)

1720 SE 16th Avenue, Bldg 100

Mailing Address

Ocala, FL 34471


City, State, Zip Code

352-387-4540

Phone Number (include area code)

Permits@Tillmaneng.com

E-Mail Address (include complete address)

 on behalf of DAVID TILLMAN
Signature

STAFF/OFFICE USE ONLY

Project No.:	Code Case No.:	Application No.:
Rcvd by:	Rcvd Date: / /	FLUM: AR No.: Rev: 12/21/23

Empowering Marion for Success

Attachment A
Tillman & Associates
ENGINEERING, LLC.

March 20, 2025

Marion County Growth Services
Chuck Varadin
2710 East Silver Springs Blvd
Ocala, FL 34471

RE: Application Submittal of Land Use Amendment and PUD Amendment for Sandy Clay, LLC project

Dear Sir,

Please accept our application to amend the land use from Public to Medium Residential (MR) on parcel 37896+000-01, approximately 15.52 acres.

Additionally, we will be requesting to amend previously approved PUD (230108ZP) to include parcel 37896+000-01. The PUD will be residential consisting of 442 detached single-family dwellings over 119.69 acres yielding a density of 3.69 units per acre. Previously, under case 230108ZP, it was approved for 452 units consisting of townhomes and single-family dwellings on 104.23 acres, yielding a density of 4.33 units per acre.

Both the Land Use Amendment and the PUD amendment shall be submitted to your office and be reviewed concurrently.

Should you need any further information, please contact our office.

Sincerely,

Tillman & Associates Engineering, LLC

This Instrument Prepared By:
W. James Gooding III
GOODING & BATSEL, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Project: Sandy Clay/Marion County
Property Appraiser's Parcel ID No.: 37896+000-01

DEED

THIS DEED is made by Marion County, Florida, a political subdivision of the State of Florida whose address is 601 SE 25th Avenue, Ocala, FL 34471 ("Grantor"), and Sandy Clay, LLC, a Florida limited liability company, whose address is 4349 SE 20th Street, Ocala, FL 34471 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described land (the "Property") lying and being in Marion County, Florida:

SEE ATTACHED EXHIBIT A

Subject to: (a) taxes for the current year; and (b) easements, limitations, covenants, restrictions and other matters of record, if any, but provided, however, that such reference shall not serve to reimpose same.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

Marion County, Florida, a political subdivision
of the State of Florida, by its Board of County
Commissioners

By: Kathy Bryant
Kathy Bryant, Chairman

ATTEST:

Gregory C. Harrell
Gregory C. Harrell, Clerk of Court and
Comptroller

Approved as to form and legality:

Matthew Guy Minter
Matthew Guy Minter, County Attorney

EXHIBIT A

A PORTION OF BLOCK 9, LINE STREET, AND MYRTLE STREET OF DANBURY, AS PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 3, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING IN SECTIONS 28 AND 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SAID SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE NORTH LINE OF SAID S.W. 1/4 OF SECTION 28, N.89°46'58"E, 88.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, ALONG THE EASTERLY BOUNDARY LINE OF S.E. 92 LOOP PER RIGHT OF WAY MONUMENTATION MAP, PROJECT 50556, FILE 50556102, MARION COUNTY, TRANSPORTATION DEPARTMENT, THE FOLLOWING TWO (2) COURSES: (1) S.00°29'02"W., 1,091.34 FEET; (2) THENCE S.32°49'11"E, 62.88 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, N.46°41'20"W., 1,713.64 FEET TO THE NORTHERLY BOUNDARY LINE OF THE AFOREMENTIONED S.E. 92 LOOP RIGHT OF WAY; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) S.64°47'54"E, 47.67 FEET; (2) THENCE N. 89°53'22"E, 1,178.75 FEET; (3) THENCE S.00°43'22"E., 13.32 FEET TO THE POINT OF BEGINNING.

P:\JG\Vandeven\Sandy Clay\Closing Docs\County to Sandy Clay\Deed from County Rev.docx

Attachment A

BOUNDARY SURVEY FOR:
SANDY CLAY, LLC
A PORTION OF SECTIONS 28 AND 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST
MARION COUNTY, FLORIDA

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 110334657, ISSUING AGENT: FLORIDA FIRST TITLE & TRANSACTION SERVICES, LLC, ISSUING OFFICE FILE NUMBER: 24110, BEARING A COMMITMENT DATE OF MAY 21, 2024)

PARCEL 1:

A PORTION OF BLOCK 9, LINE STREET, AND MYRTLE STREET OF DANBURY, AS PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 3, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING IN SECTIONS 28 AND 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED:

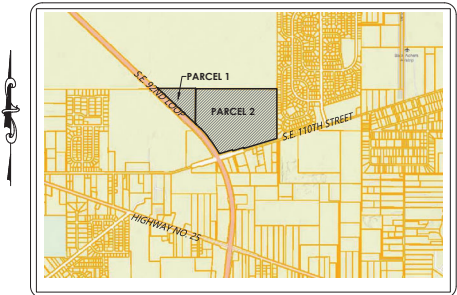
COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SAID SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE NORTH LINE OF SAID S.W. 1/4 OF SECTION 28, N.89°46'38"E, 86.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, ALONG THE EASTERLY BOUNDARY LINE OF S.W. 92 LOOP FEET RIGHT OF WAY MONUMENTATION MAP, PROJECT 50556, FILE 5056102, MARION COUNTY, TRANSPORTATION DEPARTMENT, THE FOLLOWING TWO (2) COURSES: (1) S.00°29'02"W, 1,091.34 FEET; (2) THENCE S.32°49'11"E, 62.88 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, N.46°41'20"W, 1,713.64 FEET TO THE NORTHERLY BOUNDARY LINE OF THE AFOREMENTIONED S.W. 92 LOOP RIGHT OF WAY; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) S.64°47'54"E, 47.67 FEET; (2) THENCE N.89°53'22"E, 1,178.75 FEET; (3) THENCE S.00°43'22"E, 13.32 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 15.52 ACRES, MORE OR LESS.

PARCEL 2:

BEGIN AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE N.89°57'59"E, ALONG THE NORTH BOUNDARY OF SAID S.W. 1/4, 86.40 FEET TO THE POINT OF BEGINNING; THENCE N.89°57'59"E, ALONG SAID NORTH BOUNDARY, 2887.12 FEET TO THE N.E. CORNER OF SAID S.W. 1/4, SAID POINT ALSO BEING THE WEST BOUNDARY OF "SILVER SPRINGS SHORES UNIT 12", AS PER PLAT THEREOF RECORDED IN PLAT BOOK J, PAGES 103 THROUGH 115, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°06'26"W, ALONG THE EAST BOUNDARY OF SAID S.W. 1/4 AND SAID WEST BOUNDARY, 1585.15 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.E. 110TH STREET ROAD (100TH VARIES); THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES: S.73°02'14"W, A DISTANCE OF 1088.81 FEET; THENCE N.16°53'51"W, A DISTANCE OF 30.00 FEET; THENCE S.73°06'09"W, A DISTANCE OF 365.03 FEET; THENCE N.16°53'51"W, A DISTANCE OF 35.00 FEET; THENCE S.73°06'09"W, A DISTANCE OF 414.49 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.85°23'04"W, 31.13 FEET; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF S.E. 92ND LOOP, AS RECORDED IN OFFICIAL RECORDS BOOK 5706, PAGE 541, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 77°01'51", A DISTANCE OF 556.15 FEET; THENCE N.33°27'06"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3915.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.33°27'05"W, 555.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 0°09'36", A DISTANCE OF 556.15 FEET; THENCE N.33°27'06"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3915.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.41°46'32"W, 307.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 0°04'59", A DISTANCE OF 307.47 FEET; THENCE N.50°21'38"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3905.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.46°06'38"W, 79.04 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 0°19'55", A DISTANCE OF 79.04 FEET; THENCE N.46°41'20"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 19.11 FEET; THENCE N.32°51'30"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 62.74 FEET; THENCE N.00°28'15"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1091.25 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

VICINITY MAP:

NOT TO SCALE



SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES CORRESPONDING TO SCHEDULE B-2 ITEMS:

ABSTRACT INFORMATION WAS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 110334657, ISSUING AGENT: FLORIDA FIRST TITLE & TRANSACTION SERVICES, LLC, ISSUING OFFICE FILE NUMBER: 24110, BEARING A COMMITMENT DATE OF MAY 21, 2024. THE FOLLOWING SCHEDULE B-2 ITEMS ARE NOTED RELATIVE TO PARCEL:

- ITEM 9: MATTERS APPEARING ON THE PLAT RECORDED IN A, PAGE(S) 3, INCLUDING, BUT NOT LIMITED TO, ANY BUILDING SETBACK LINES AND/OR EASEMENTS LYING WITHIN THE LOT(S) DESCRIBED IN SCHEDULE "A", AFFECTS THE SUBJECT PARCEL AND IS DEPICTED HEREON.
- ITEM 10: EASEMENT GRANTED TO FLORIDA POWER CORPORATION BY INSTRUMENT RECORDED IN BOOK 246, PAGE 483, DOES NOT AFFECT THE SUBJECT PARCEL AND IS DEPICTED HEREON.
- ITEM 11: EASEMENT RECORDED IN CNA RECORDS BOOK 6, PAGE 744, DOES NOT AFFECT THE SUBJECT PARCEL AND IS DEPICTED HEREON.
- ITEM 12: EASEMENT SET FORTH IN WARRANTY DEED RECORDED IN BOOK 1550, PAGE 1754, AFFECTS THE SUBJECT PARCEL AND IS DEPICTED HEREON.
- ITEM 13: EASEMENT RECORDED IN BOOK 1963, PAGE 1277, DOES NOT AFFECT THE SUBJECT PARCEL AND IS DEPICTED HEREON.
- ITEM 14: THAT CERTAIN MORTGAGE FROM SANDY CLAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO MILLENNIUM BANK, A TENNESSEE BANKING CORPORATION, RECORDED OCTOBER 26, 2022 IN BOOK 7908, PAGE 1418, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,850,000.00, AND THE TERMS AND CONDITIONS THEREOF, AFFECTS THE SUBJECT PARCEL AND IS NOT DEPICTED HEREON.
- ITEM 15: ASSIGNMENT OF RENTS AND LEASES FROM SANDY CLAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO MILLENNIUM BANK, A TENNESSEE BANKING CORPORATION, FILED OF RECORD OCTOBER 26, 2022 IN BOOK 7908, PAGE 1428, AFFECTS THE SUBJECT PARCEL AND IS NOT DEPICTED HEREON.
- ITEM 16: UCC-1 (FINANCING STATEMENT) RECORDED OCTOBER 26, 2022 IN BOOK 7908, PAGE 1437, AFFECTS THE SUBJECT PARCEL AND IS NOT DEPICTED HEREON.
- ITEM 17: AGREEMENT CONCERNING EXCHANGE OF PARCELS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 8098, PAGE 28, AFFECTS THE SUBJECT PARCEL AND IS NOT DEPICTED HEREON.
- ITEM 18: RESOLUTION NO. 24-R-117 AS RECORDED IN BOOK 8098, PAGE 46, AFFECTS THE SUBJECT PARCEL AND IS NOT DEPICTED HEREON.

SURVEY NOTES

1. DATE OF FIELD SURVEY: OCTOBER 13, 2022.
2. SUBJECT TO RIGHT OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD THAT ARE NOT IN THE PROVIDED COMMITMENT PER AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 110334657, ISSUING AGENT: FLORIDA FIRST TITLE & TRANSACTION SERVICES, LLC, ISSUING OFFICE FILE NUMBER: 24110, BEARING A COMMITMENT DATE OF MAY 21, 2024, RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
3. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
4. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12083C03750, EFFECTIVE DATE OF AUGUST 26, 2008, HE PROPERTY DESCRIBED HEREON LIES WITHIN FLOOD ZONES "X" AN AREA OF REDUCE FLOOD HAZARD.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.
8. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.
9. ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
10. EXCEPT AS SHOWN HEREON, THERE IS NO VISIBLE EVIDENCE OF EASEMENTS OR RIGHTS OF WAY ACROSS SUBJECT PROPERTY.
11. TOPOGRAPHIC DATA LOCATION IS BASED ON AREA AS SPECIFIED BY CLIENT.
12. VERTICAL DATUM IS BASED ON NATIONAL GEODETIC SURVEY CONTROL, POINT M 57, ELEVATION 90.66' (NAVD 1988).

PROPERTY DATA:

PARCEL 1:
ID: 378966-000-01
PARCEL 2:
ID: 378966-000-00

CERTIFICATIONS:

SANDY CLAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
FLORIDA FIRST TITLE & TRANSACTION SERVICES, LLC
GOODING & BATSEL, PLLC

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 517.050--002, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON
FLORIDA LICENSED SURVEYOR & MAPPER NO. 6553

DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(CERTIFICATE OF AUTHORIZATION NO. LB 8071)

LEGEND AND ABBREVIATIONS:

- # MORE OR LESS
L ELEVATION
LB LICENSED BUSINESS
NO. NUMBER
LS LAND SURVEYOR
LD IDENTIFICATION
ORB OFFICIAL RECORDS BOOK
C CENTERLINE
R RADIUS
A ARC LENGTH
J DELTA (CENTRAL ANGLE)
(P) PLAT MEASURE
(D) DEED MEASURE
(C) CALCULATED MEASURE
C.D. CHORD LENGTH
C.B. CHORD BEARING
PDC POINT ON CURVE
POL POINT ON LINE
PCC POINT OF COMPOUND CURVATURE
PRC POINT OF REVERSE CURVATURE
PC POINT OF CURVATURE
PT POINT OF TANGENCY
PI POINT OF INTERSECTION
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
DIP DUCTILE IRON PIPE
PVC POLYVINYL CHLORIDE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
HDPE HIGH DENSITY POLYETHYLENE
NAVD NORTH AMERICAN VERTICAL DATUM
NGVD NATIONAL GEODETIC VERTICAL DATUM
PB PLAT BOOK
ORB OFFICIAL RECORDS BOOK
P(S) PAGE(S)
R/W RIGHT OF WAY
EASMT EASEMENT
SEC SECTION
FND FOUND
REC RECOVERED
CCR CERTIFIED CORNER RECORD
RLS REGISTERED LAND SURVEYOR
CM CONCRETE MONUMENT
IROF FOUND 5/8" IRON ROD AND CAP
IROCS SET 5/8" IRON ROD AND CAP
IP IRON PIPE
CLF CHAIN LINK FENCE
● FOUND 5/8" IRON ROD & CAP (AS NOTED)
□ FOUND 4"x4" CONCRETE MONUMENT (AS NOTED)
◇ FOUND OCTAGONAL CONCRETE MONUMENT (AS NOTED)
⊕ CONTROL/BENCHMARK AS DESCRIBED
- CURB INLET GRATE
■ CATCH BASIN
■ STORM MANHOLE
■ MITERED END SECTION
■ YARD DRAINAGE
○ SANITARY MANHOLE
○ SANITARY CLEANOUT
○ ELECTRIC MANHOLE
○ ELECTRIC METER
■ ELECTRIC RISER BOX
■ CABLE TELEVISION RISER BOX
○ TELEPHONE RISER BOX
○ UTILITY RISER
○ WELL
■ WATER SPOUT
■ IRRIGATION CONTROL VALVE
■ WATER METER
■ WATER VALVE
■ FIRE HYDRANT
■ BACK FLOW PREVENTER
■ AIR CONDITIONER PAD
■ GAS VALVE
■ GAS METER
■ GAS LINE MARKER
~ CONCRETE UTILITY POLE
~ METAL UTILITY POLE
~ WOOD UTILITY POLE
~ UTILITY POLE GUY ANCHOR
~ LIGHT POLE
■ SPOT/GROUND LIGHT
■ ELECTRIC TRANSFORMER
■ ELECTRIC VAULT
■ MET/LAND FLAG
~ SIGN
~ BOLLARD
~ FLAG POLE
■ MAILBOX
○ PEDESTRIAN CROSSING LIGHT
- LINE BREAK
—x— FENCE LINE AS NOTED
—o— APPROXIMATE TOP OF BANK
--- APPROXIMATE TIE OF SLOPE
--- EXISTING CONTOUR
--- OVERHEAD UTILITY
--- STORM DRAINAGE LINE

NO.	REVISIONS	BY	DATE

DRAWN: M.A.	REVIEWED: C.J.H.	CHECKED: C.J.H.	APPROVED: C.J.H.
SCALE: 1" = 200'			

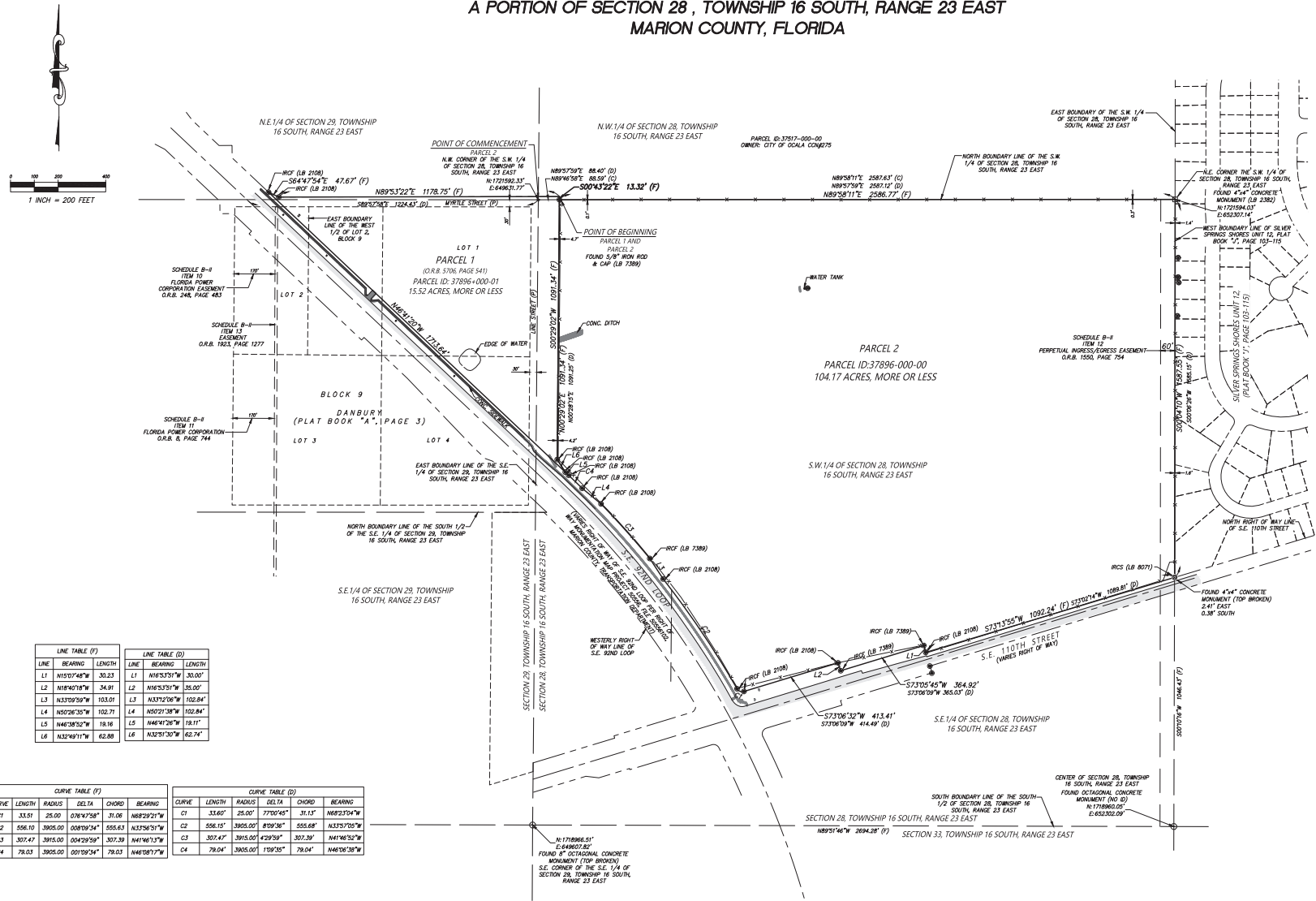


PLAT OF BOUNDARY SURVEY
-FOR-
SANDY CLAY, LLC

FIELD BOOK/PAGE:
18-11/21-29
18-11/40-48
18-11/70-71

J.O.# 221730
DWS# 221738ND
SHT 1 OF 2

A PORTION OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST
MARION COUNTY, FLORIDA



LINE TABLE (F)			LINE TABLE (D)		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N150°48'W	30.23	L1	N16°53'51"W	30.00"
L2	N18°40'18"W	34.91	L2	N16°53'15"W	35.00"
L3	N33°09'59"W	103.01	L3	N33°2'06"W	102.84"
L4	N50°26'35"W	102.71	L4	N50°21'38"W	102.84"
L5	N46°38'52"W	19.16	L5	N46°41'26"W	19.11"
L6	N49°09'11"W	62.68	L6	N32°51'30"W	62.74"

CURVE TABLE (F)						CURVE TABLE (D)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	33.61	25.00	07°44'58"	31.06	N89°29'21"W	C1	33.60	25.00	77°00'45"	31.15	N89°23'09"W
C2	556.10	3905.00	00°00'34"	555.63	N33°56'51"W	C2	556.15	3905.00	89°39'38"	555.68	N33°57'09"W
C3	307.47	3915.00	04°29'59"	307.39	N41°46'13"W	C3	307.47	3915.00	42°39'58"	307.39	N41°46'30"W
C4	78.04	3905.00	00°19'34"	78.03	N89°18'17"W	C4	78.04	3905.00	19°35'35"	78.04	N46°16'36"W

SANDY CLAY, LLC
P.U.D. CONCEPT PLAN

SECTIONS 28 TOWNSHIP 16 SOUTH, RANGE 23 EAST
MARION COUNTY, FLORIDA

PARCEL #: 37896-000-00, 37896+000-01

PROJECT AREA: 119.69 ± ACRES

EXISTING LAND USE: HIGH RESIDENTIAL, MEDIUM RESIDENTIAL

EXISTING ZONING: A-1, PUD (230108ZP)

PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

NOTES:

1. LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.
2. SIDEWALKS TO BE PROVIDED ALONG ONE SIDE OF INTERNAL STREETS AS NEEDED AND ALONG SE 110TH STREET. PAY FEE IN LEU OF MAY BE UTILIZED AT DEVELOPERS OPTION.
3. THIS PROPERTY SHALL BE MAINTAINED BY AN ESTABLISHED HOA OR DEVELOPER.
4. PROJECT IS WITHIN FLOODZONE "X" ACCORDING TO FIRM PANEL #12083C0735D.
5. DEVELOPER HAS THE OPTION TO PLAT UNITS IN DEVELOPMENT.
6. DEVELOPMENT TO COMPLY WITH ARTICLE 6.19 OF THE L.D.C.
7. ALL LOTS WITH NUMBER IN CIRCLE 40 FEET WIDE, WITHOUT CIRCLE 50 FEET WIDE.

Tillman & Associates
ENGINEERING, LLC.

CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

COVER SHEET

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. _____
SCALE _____
SHT. 01

INDEX OF SHEETS

01	COVER SHEET
02	LIST OF REQUIREMENTS
03	PUD CONCEPT
04	OVERALL RENDERING (TO BE PROVIDED AT LATER DATE)
05-A - 05-D	SITE DATA
06	TYPICAL
07-A, 07-B	CROSS SECTION
08-A, 08-B	BUFFER DETAILS
09	BUFFER RENDERING
10	HOUSE RENDERING
11	OPEN SPACE MAP & CALCULATIONS
12-A - 12-E	AMENITY RENDERING
13	SIGNAGE

LIST OF REQUIREMENTS

1. THE NAME OF THE PUD SHALL BE CENTERED AT THE TOP OF THE SHEET ALONG THE LONG DIMENSION OF THE SHEET. SEE SHEET 01 - COVER SHEET.
2. VICINITY MAP THAT DEPICTS RELATIONSHIP OF THE SITE TO THE SURROUNDING AREA WITHIN A 1 MILE RADIUS. SEE SHEET 05-A - SITE DATA.
3. DRAWING OF THE BOUNDARIES OF THE PROPERTY SHOWING DIMENSIONS OF ALL SIDES. SEE SHEET 03 - PUD CONCEPT.
4. PROVIDE THE ACREAGE OF THE SUBJECT PROPERTY ALONG WITH A LEGAL DESCRIPTION OF THE PROPERTY. SEE SHEET 05-A - SITE DATA.
5. IDENTIFY THE COMPREHENSIVE PLAN FUTURE LAND USE AND EXISTING ZONING OF THE SUBJECT PROPERTY (INCLUDING ACREAGE OF EACH) AND FOR ALL PROPERTIES IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY. SEE SHEET 05 - B, C, D - SITE DATA.
6. IDENTIFY EXISTING SITE IMPROVEMENTS ON THE SITE. NO IMPROVEMENTS ON SITE.
7. A LIST OF THE USES PROPOSED FOR THE DEVELOPMENT. SEE SHEET 01 - COVER SHEET.
8. A TYPICAL DRAWING OF AN INTERIOR LOT, CORNER LOT, AND CUL-DE-SAC LOT NOTING SETBACK REQUIREMENTS. FOR RESIDENTIAL DEVELOPMENT, THE TYPICAL DRAWINGS WILL SHOW A STANDARD HOUSE SIZE WITH ANTICIPATED ACCESSORY STRUCTURE. SEE SHEET 06 - TYPICALS - NO CUL-DE-SAC BEING PROVIDED.
9. PROPOSED ZONING AND DEVELOPMENT STANDARDS (SETBACK, FAR, BUILDING HEIGHT, ETC.). SEE SHEET 05-A - SITE DATA.
10. IDENTIFY PROPOSED PHASING ON THE PLAN. TO BE DONE AT MASTER PLAN.
11. IDENTIFY PROPOSED BUFFERS. SEE SHEET 03 - PUD CONCEPT, 08 - BUFFER DETAILS, 09 - BUFFER RENDERINGS.
12. IDENTIFY ACCESS TO THE SITE. SEE SHEET 03 - PUD CONCEPT.
13. PRELIMINARY BUILDING LOT TYPICAL(S) WITH REQUIRED YARD SETBACK AND PARKING LOT LOCATIONS. (THIS INFORMATION MUST ADDRESS ALL POSSIBLE PRINCIPLE AND ACCESSORY STRUCTURES FOR ALL USES.). SEE SHEET 06 - TYPICALS.
14. PRELIMINARY SIDEWALK LOCATIONS. SEE SHEET 01 - COVER SHEET, SEE NOTES.
15. PROPOSED PARALLEL ACCESS LOCATIONS. N/A.
16. REQUIRED TRAFFIC IMPACT ANALYSIS IN COMPLIANCE WITH LAND DEVELOPMENT CODE 2.12.29. TO BE PROVIDED.
17. SHOW 100 YEAR FLOODPLAIN ON THE SITE. SEE SHEET 05-D - SITE DATA.
18. SHOW ANY PROPOSED LAND OR RIGHT OF WAY DEDICATION. SEE SHEET 03 - PUD CONCEPT.
19. IDENTIFY ANY PROPOSED PARKS OR OPEN SPACES. SEE SHEET 11 - OPEN SPACE MAP & CALCULATIONS, SEE SHEET 12-A - AMENITY RENDERINGS.
20. A NOTE DESCRIBING HOW THE CONSTRUCTION AND MAINTENANCE OF PRIVATE ROADS, PARKING AREAS, DETENTIONS AREAS, COMMON AREAS, ETC. WILL BE COORDINATED DURING DEVELOPMENT AND PERPETUALLY AFTER THE SITE IS COMPLETE. SEE NOTE 3 ON COVER SHEET.
21. ARCHITECTURAL RENDERINGS OR COLOR PHOTOS DETAILING THE DESIGN FEATURES, COLOR PALLETS, BUFFERING DETAILS. SEE SHEET 09 - BUFFER RENDERING, SEE SHEET 12-B, C, D - AMENITY RENDERING, SEE SHEET 13 - SIGNAGE.
22. ANY ADDITIONAL INFORMATION THAT MAY BE DEEMED APPROPRIATE DOR THE SPECIFIC PROJECT (E.G., DOCUMENTATION AND/OR PRESENTATION MATERIAL BY THE OWNER OR APPLICANT/AGENT, OR INFORMATION IDENTIFIED AS REQUIRED OR RECOMMENDED BY COUNTY STAFF IN THE PRE-APPLICATION MEETING CONDUCTED PRIOR TO SUBMITTING THE APPLICATION). N/A.

Tillman & Associates
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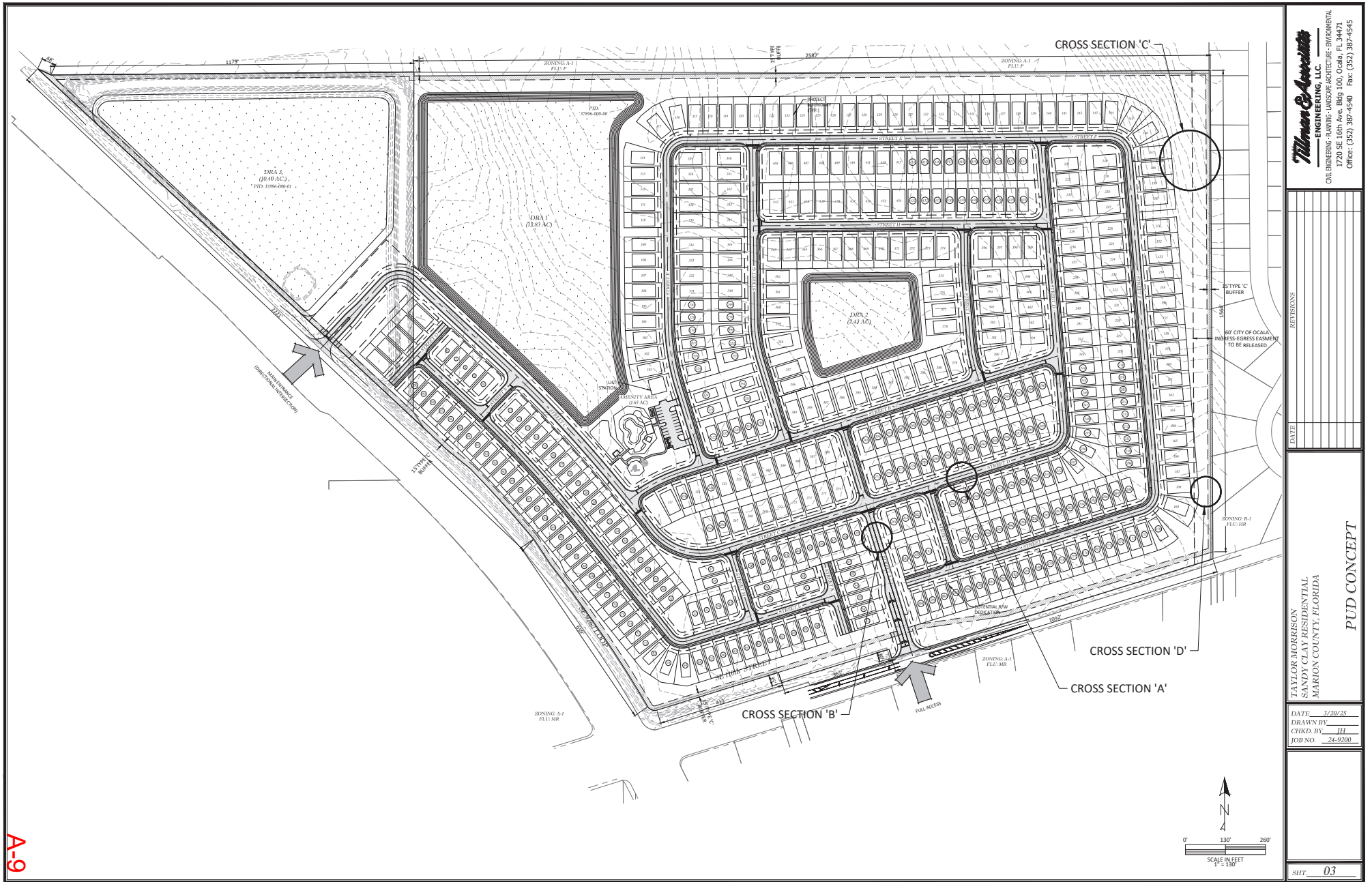
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

LIST OF REQUIREMENTS

DATE 03/21/25
DRAWN BY _____
CHKD. BY JH
JOB NO. _____
SCALE _____
SHT. 02

A-9



A-10



SHT. 04

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

SITE DATA

DEVELOPER: TAYLOR MORRISON

ADDRESS: 1202 HIGHLAND MANOR DR
TAMPA, FL 33610**PARCELS:**37896-000-00 = 104.17 ± AC
37896+000-01 = 15.52 ± AC
TOTAL = 119.69 ± AC.**PROJECT AREA:**RESIDENTIAL = 119.69 ± AC.
TOTAL = 119.69 ± AC.**LAND USE & ZONING:**

EXISTING FUTURE LAND USE: HR,P

EXISTING ZONING: P.U.D., A-1

PROPOSED ZONING: P.U.D.

PROPOSED LAND USE : MR (37896+000-01), HR (37896-000-00)

PROVIDED LOTS:40' X 120' LOTS = 239 UNITS
50' X 120' LOTS = 203 UNITS
TOTAL = 442 UNITS**SETBACK**FRONT 20' MINIMUM (25' TYPICAL)
REAR 15' MINIMUM (20' TYPICAL)
SIDE/CORNER 5'/15'

MAXIMUM HEIGHT: 40'

ACCESSORY STRUCTURESREAR 5'
SIDE 5'

NOTE: ACCESSORY USES ALLOWED COMPARABLE TO USES PERMITTING IN RESIDENTIAL ZONING.

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 110334657, ISSUING AGENT: FLORIDA FIRST TITLE & TRANSACTION SERVICES, LLC, ISSUING OFFICE FILE NUMBER: 24110, BEARING A COMMITMENT DATE OF MAY 21, 2024)

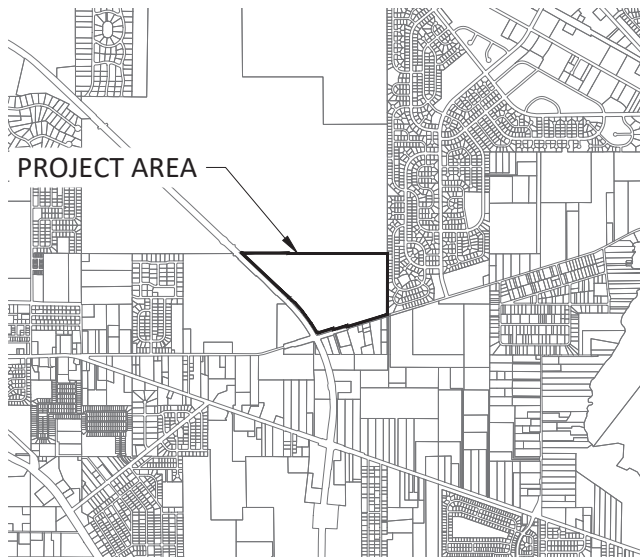
PARCEL 1:

A PORTION OF BLOCK 9, LINE STREET, AND MYRTLE STREET DANBURY, AS PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 3, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING IN SECTION 28 AND 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED.

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SAID SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE NORTH LINE OF SAID S.W. 1/4 OF SECTION 28, N.89°46'58"E., 88.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, ALONG THE EASTERLY BOUNDARY LINE OF S.W. 92 LOOP PER RIGHT OF WAY MONUMENTATION MAP, PROJECT 50556, FILE 50556102, MARION COUNTY, TRANSPORTATION DEPARTMENT, THE FOLLOWING TWO (2) COURSES: (1) S.00°29'02"W., 1,091.34 FEET; (2) THENCE S.32°49'11"E., 62.88 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, N.46°41'20"W., 1,713.64 FEET TO THE NORTHERLY BOUNDARY LINE OF THE AFOREMENTIONED S.W. 92 LOOP RIGHT OF WAY; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) S.64°47'54"E., 47.67 FEET; (2) THENCE N.89°53'22"E., 1,178.75 FEET; (3) THENCE S.00°43'22", 13.32 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 15.52 ACRES, MORE OR LESS.

PARCEL 2:

BEGIN AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE N.89°57'59"E., ALONG THE NORTH BOUNDARY OF SAID S.W. 1/4, 88.40 FEET TO THE POINT OF BEGINNING. THENCE N.89°57'59"E., ALONG SAID NORTH BOUNDARY, 2,578.12 FEET TO THE N.E. CORNER OF SAID S.W. 1/4, SAID POINT ALSO BEING THE WEST BOUNDARY OF "SILVER SPRING SHORES UNIT 12", AS PER PLAT THEREOF RECORDED IN PLAT BOOK J, PAGES 103 THROUGH 115, INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°03'26"W. ALONG THE EAST BOUNDARY OF SAID S.W. 1/4 AND SAID WEST BOUNDARY, 1585.15 FEET, TO A POINT ON THE LINE THE FOLLOWING COURSES: S.73°02'14"W. A DISTANCE OF 1089.81 FEET; THENCE N.16°53'51"W., A DISTANCE OF 30.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 365.03 FEET; THENCE N.16°53'51"W., A DISTANCE OF 35.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 414.49 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.68°23'04"W. 31.13 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF S.E. 92ND LOOP, AS RECORDED IN OFFICIAL RECORDS BOOK 5706, PAGE 541, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 77°01'35", A DISTANCE OF 33.61 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 3905.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.33°57'05"W. 555.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 08°09'36", A DISTANCE OF 556.15 FEET; THENCE N.33°12'06"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3915.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.41°46'52"W. 307.39 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°29'59", A DISTANCE OF 307.42 FEET; THENCE N.50°21'38"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3905.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.46°06'38"W. 79.04 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°09'36", A DISTANCE OF 79.04 FEET; THENCE N.46°41'26"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 19.11 FEET; THENCE N.32°52'30"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 62.74 FEET; THENCE N.00°28'15"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1091.25 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.



VICINITY MAP

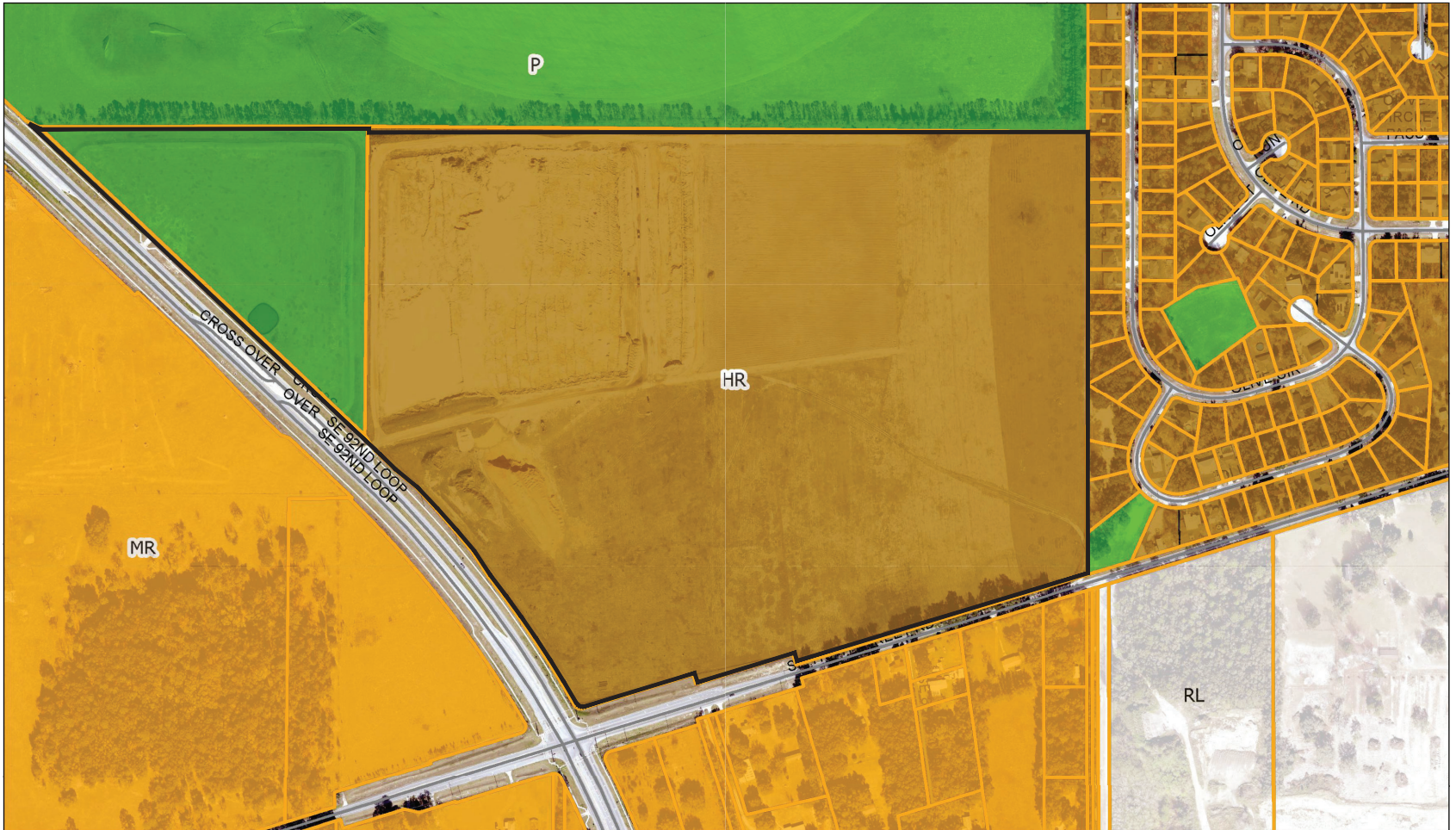
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ENGINEERING, LLC.CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA**SITE DATA**DATE 03/24/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE _____
SHT. 05-A

Tillman & Associates
ENGINEERING, LLC.








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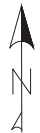
SANDY CLAY RESIDENTIAL,
MARION COUNTY, FLORIDA

FUTURE LAND USE



3/19/2025, 9:57:58 AM

-  Marion County
 Parcels
 Future Land Use
 Rural Land (1 du/10 ac)
 Medium Residential (1 - 4 du/ac)
 High Residential (4 - 8 du/ac)
 Public (N/A; FAR 1.0)
 Streets

DATE 03/20/25

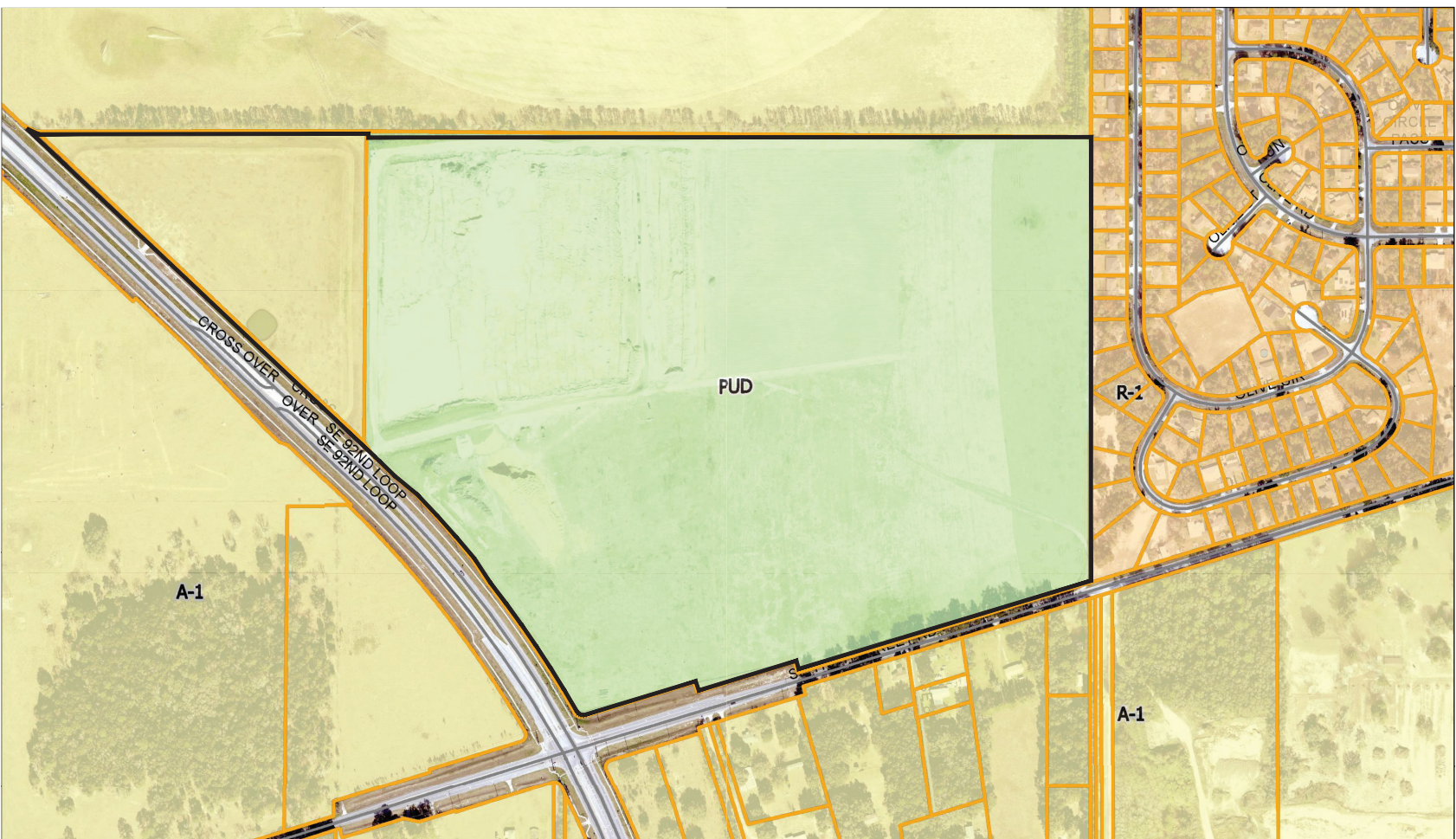
DRAWN BY _____

CHKD. BY JH

JOB NO. 24-9200

SCALE _____

SHT. 05-B



3/19/2025, 9:58:58 AM

- Marion County
- Parcels
- Zoning Classification
- A-1
- PUD
- R-1
- Streets



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MARION COUNTY, FLORIDA

ZONING CLASSIFICATION

DATE 03/20/25

DRAWN BY

CHKD. BY JH


JOB NO. 24-9200

SCALE


SHT. 05-C



3/19/2025, 10:00:40 AM

-  Marion County
-  Flood Prone Areas
-  Parcels
-  Streets

Other Areas

-  X - Areas Outside 0.2% Annual Chance Flood



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MARION COUNTY, FLORIDA

FLOOD ZONE MAP

DATE 03/20/25

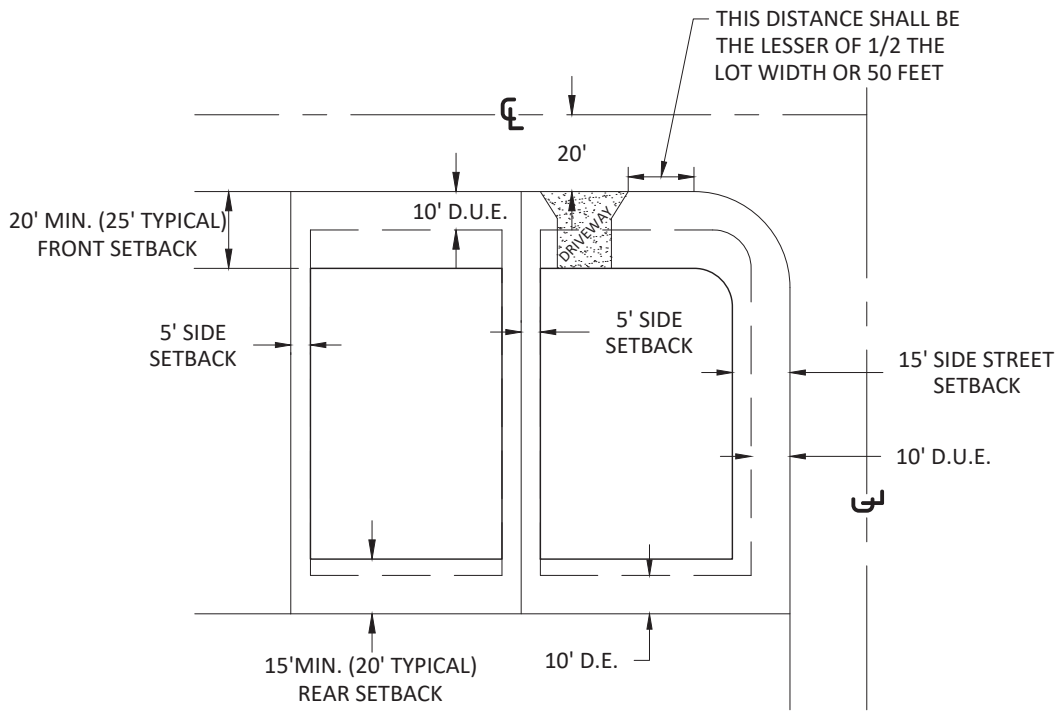
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JOB NO. 24-9200

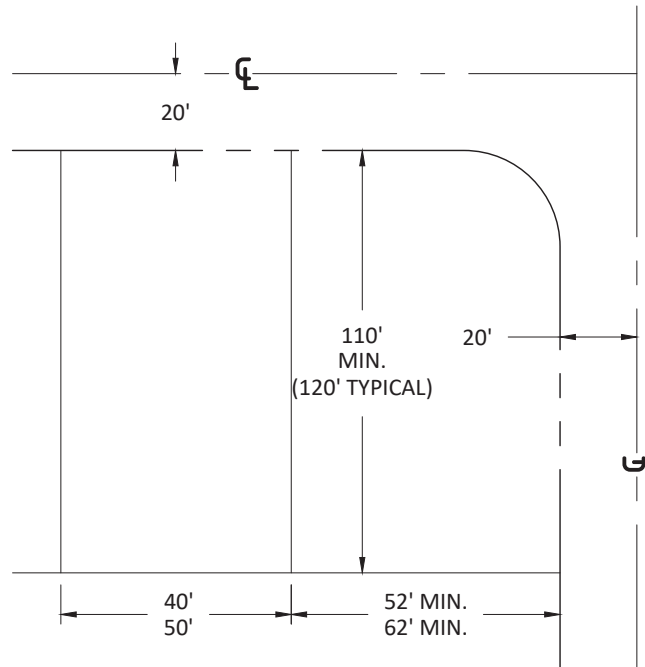
SCALE

SHT. 05-D



TYPICAL LOT DETAILS

N.T.S



TYPICAL LOT DIMENSIONS

N.T.S

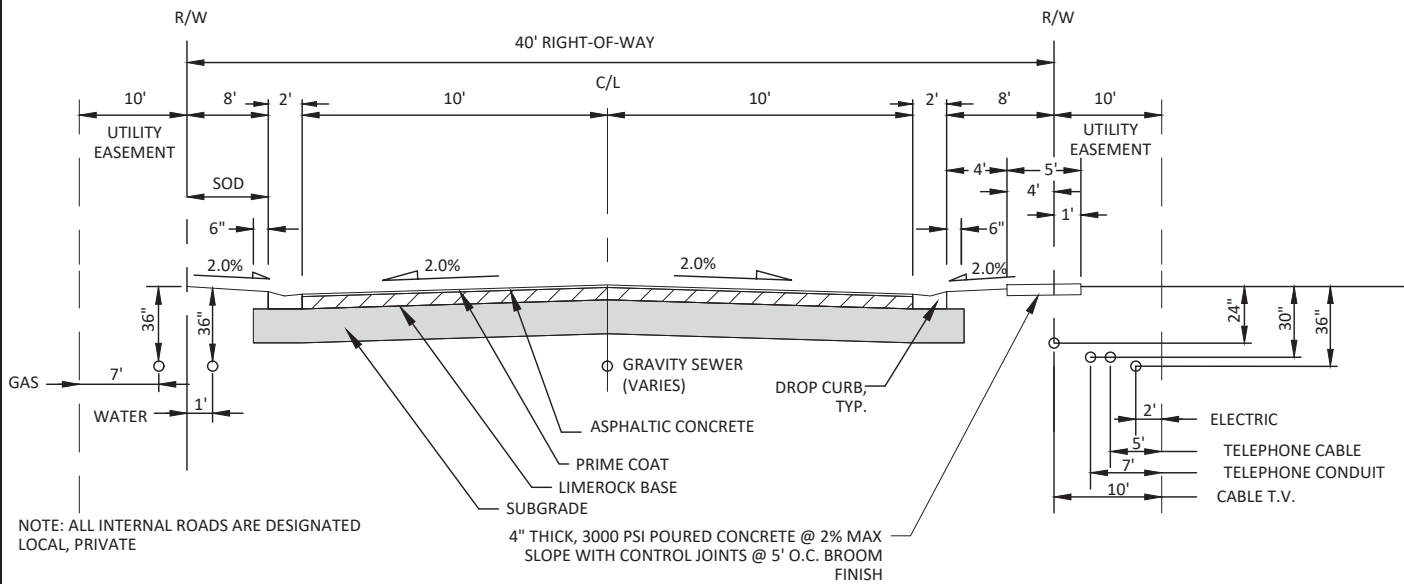
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MARION COUNTY, FLORIDA**

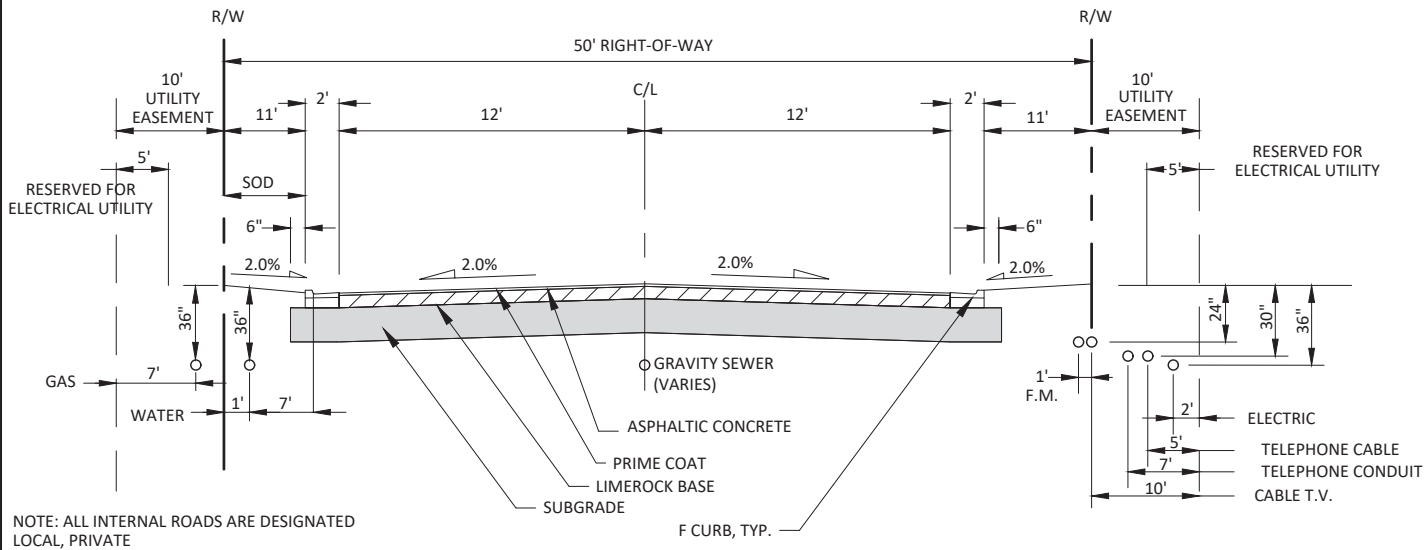
TYPICALS

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE N.T.S.
SHT. 06



40' PRIVATE LOCAL RIGHT-OF-WAY ROADWAY SECTION (A)

N.T.S



50' PRIVATE LOCAL RIGHT-OF-WAY ROADWAY SECTION (B)

N.T.S

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MARION COUNTY, FLORIDA

CROSS SECTIONS

DATE 03/20/25

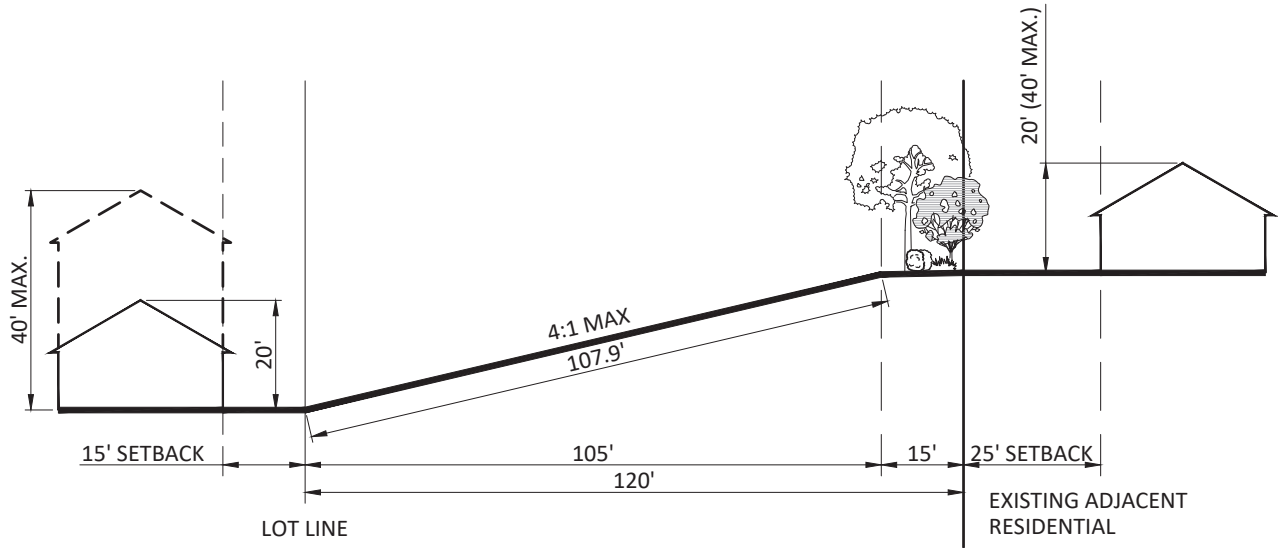
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CHKD. BY JH

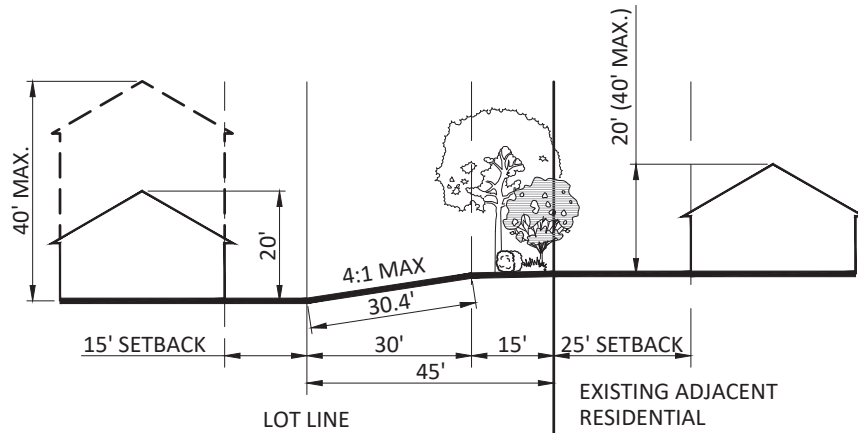
JOB NO. 24-9200

SCALE _____

SHT. 07-A



CROSS SECTION C



CROSS SECTION D

NOTE: SEE SHEET 03 - PUD CONCEPT TO DETERMINE CROSS SECTION POSITION.

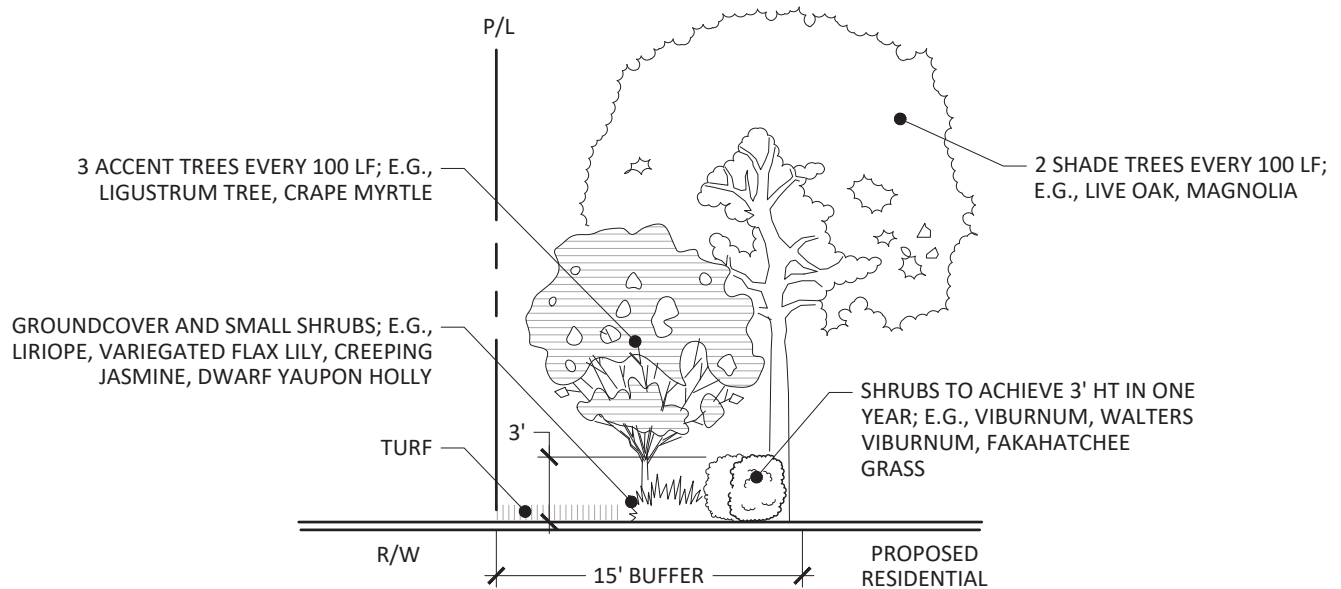
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MARION COUNTY, FLORIDA

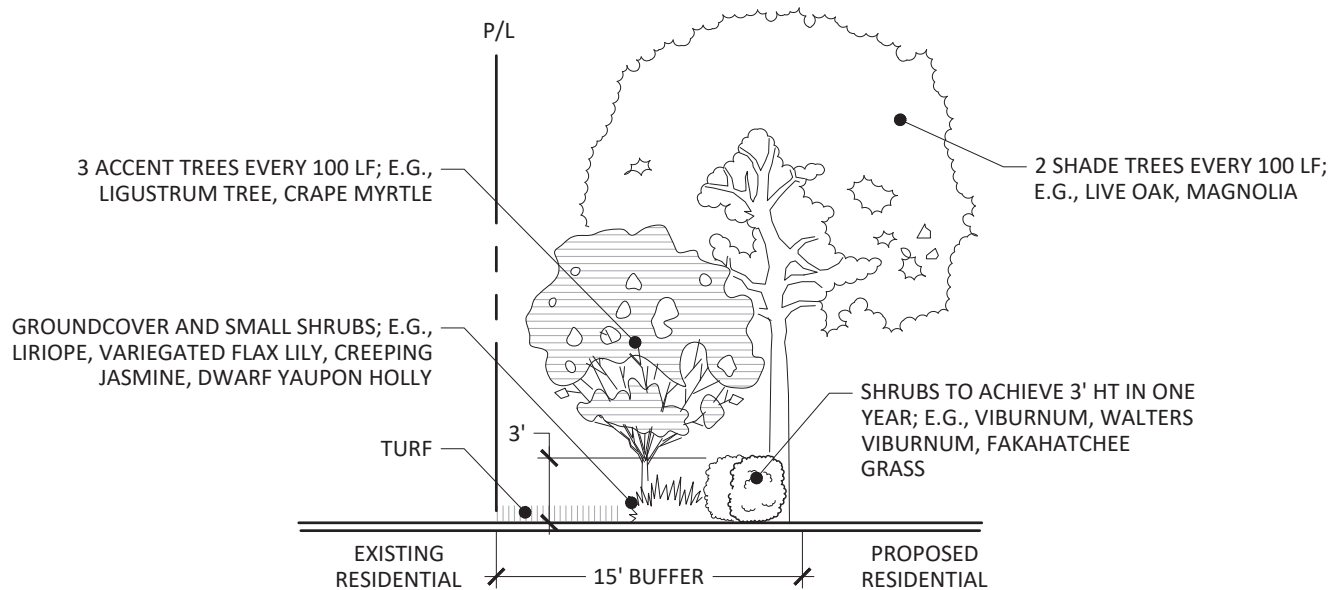
CROSS SECTIONS

DATE 03/20/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE
SHT. 07-B



TYPE 'C' BUFFER (ALONG PUBLIC ROAD)

NOT TO SCALE



TYPE 'C' BUFFER (ALONG EXISTING RESIDENTIAL)

NOT TO SCALE

TYPE 'C' BUFFER

SHALL CONSIST OF A 15-FOOT WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO SHADE TREES AND THREE ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF. SHRUBS AND GROUNDCOVERS, EXCLUDING TURFGRASS, SHALL COMPRISE AT LEAST 50 PERCENT OF THE REQUIRED BUFFER AND FORM A LAYERED LANDSCAPE SCREEN WITH A MINIMUM HEIGHT OF THREE FEET ACHIEVED WITHIN ONE YEAR.

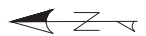
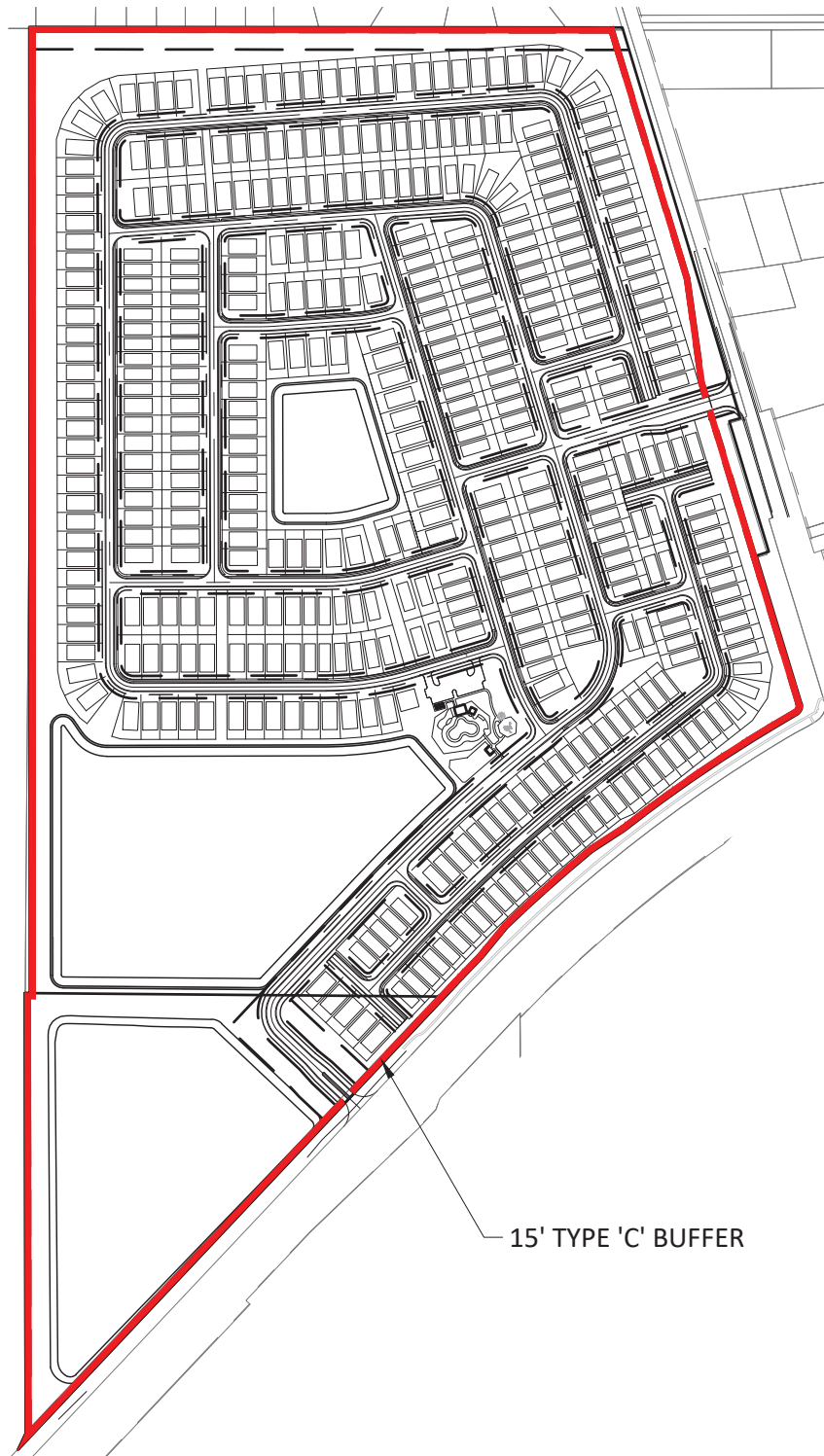
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MARION COUNTY, FLORIDA

R.O.W.
BUFFER DETAILS

DATE 03/20/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE N.T.S.
SHT. 08-A



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SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

***EASTERN BOUNDARY
BUFFER DETAILS***

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE 1" = 500'
SHT. 08-B



100'

TYPE 'C' BUFFER



100'

TYPE 'C' BUFFER

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MARION COUNTY, FLORIDA

BUFFER RENDERINGS

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE _____
SHT. 09



Taylor Morrison Product Sizing				
Lot Size	Product Size	Product Name	Sq Ft	Foot Print
40'	30'	Holly	1,455	75' x 30'
40'	30'	Spruce	1,603	70' x 30'
40'	30'	Maple	1,853	65.7' x 30'
40'	30'	Elm	2,309	68' x 30'
40'	30'	Sherwood	2,504	60.7' x 30'
50'	40'	Cypress	1,848	61.7' x 40'
50'	40'	Seneca	1,974	60' x 40'
50'	40'	Magnolia	2,106	70' x 40'
50'	40'	Redbud	2,143	68.3' x 40'
50'	40'	Azalea	2,287	62.7' x 40'

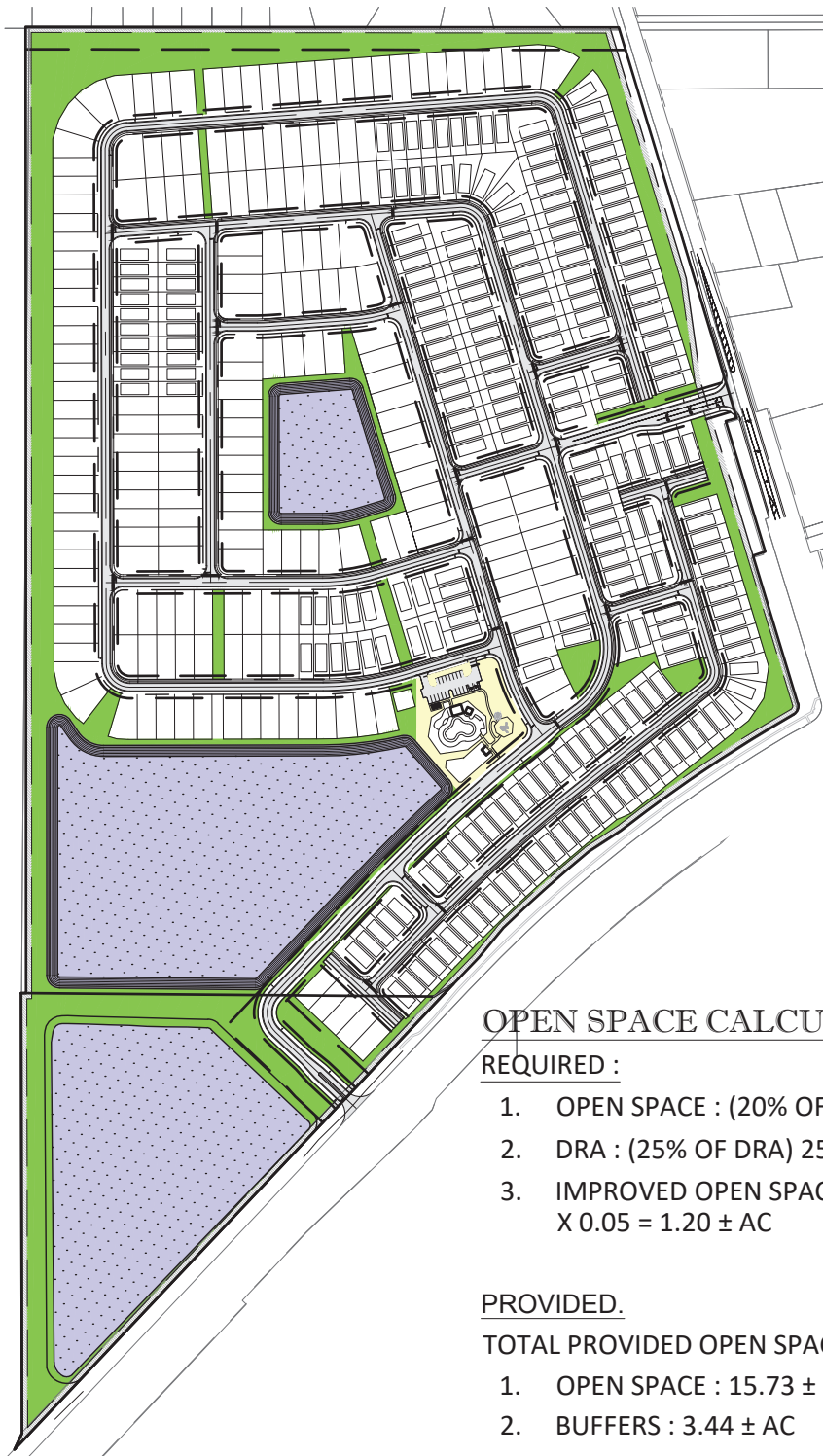
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MARION COUNTY, FLORIDA

HOUSE RENDERINGS

DATE 03/20/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE
SHT. 10



OPEN SPACE CALCULATIONS

REQUIRED :

1. OPEN SPACE : (20% OF PROJECT AREA) $119.69 \times 0.2 = 23.94 \pm \text{AC.}$
2. DRA : (25% OF DRA) $25.66 \times 0.25 = 6.42 \pm \text{AC.}$
3. IMPROVED OPEN SPACE (AMENITY) : (5% OF OPEN SPACE) $23.94 \times 0.05 = 1.20 \pm \text{AC}$

PROVIDED.

TOTAL PROVIDED OPEN SPACE : $27.24 \pm \text{AC.}$

1. OPEN SPACE : $15.73 \pm \text{AC}$
2. BUFFERS : $3.44 \pm \text{AC}$
3. DRA: $25.66 \times 0.25 = 6.42 \pm \text{AC.}$
4. IMPROVED OPEN SPACE (AMENITY) = $1.65 \pm \text{AC}$

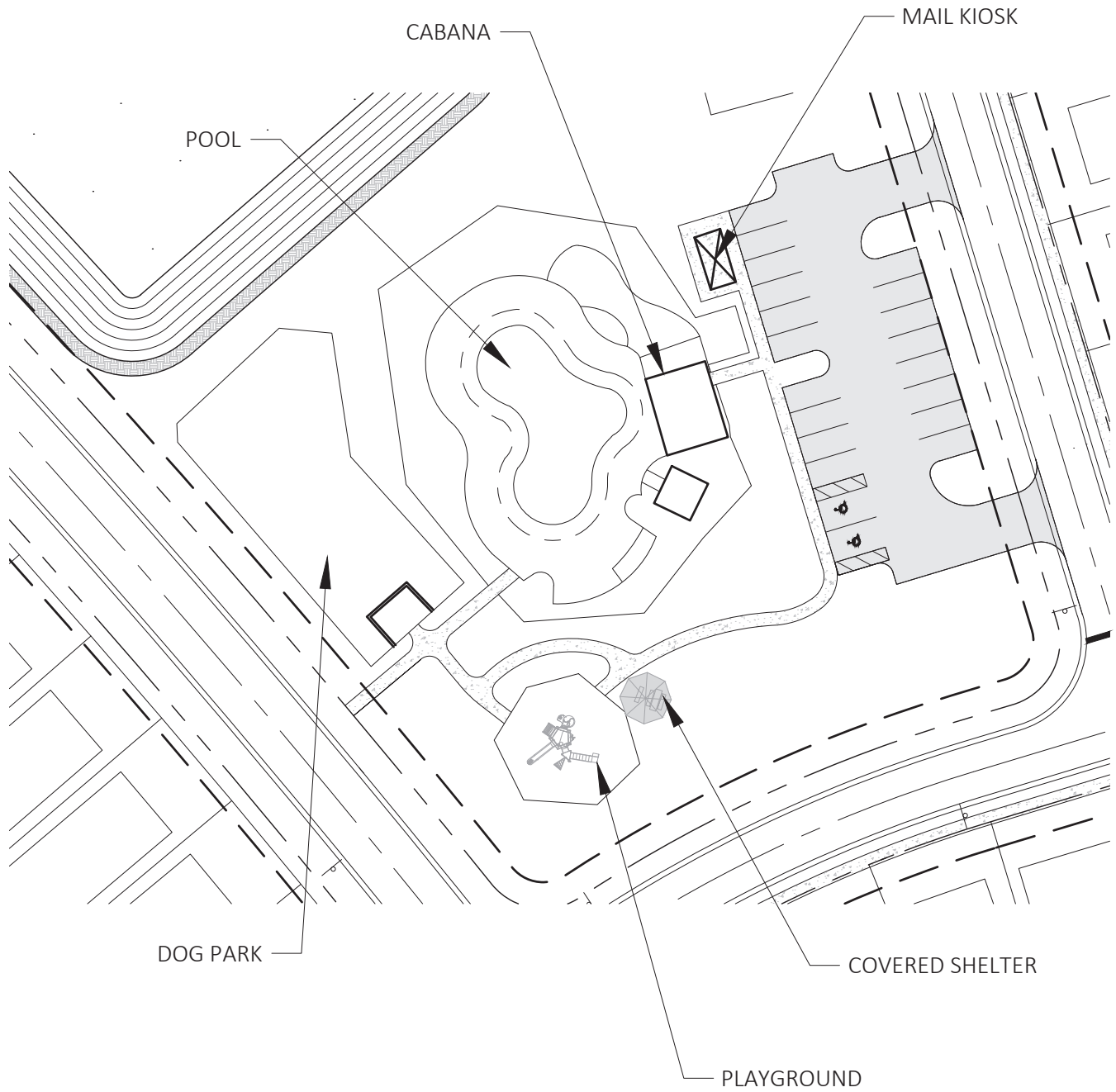
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SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

OPEN SPACE MAP AND CALCULATIONS

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE 1" = 500'
SHT. 11



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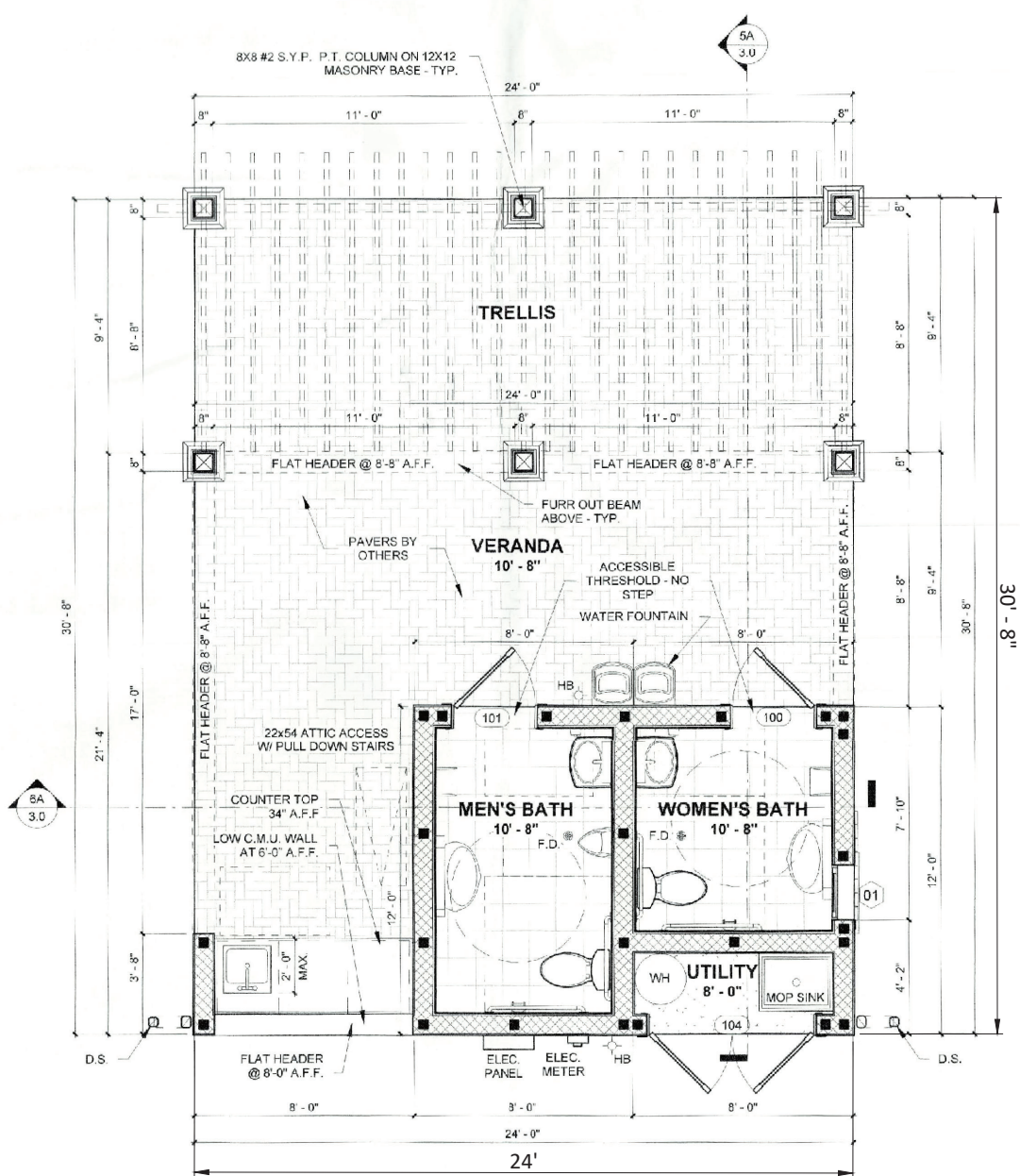
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MARION COUNTY, FLORIDA

AMENITY AREA

DATE 03/20/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE 1" = 60'
SHT. 12-A

Attachment A



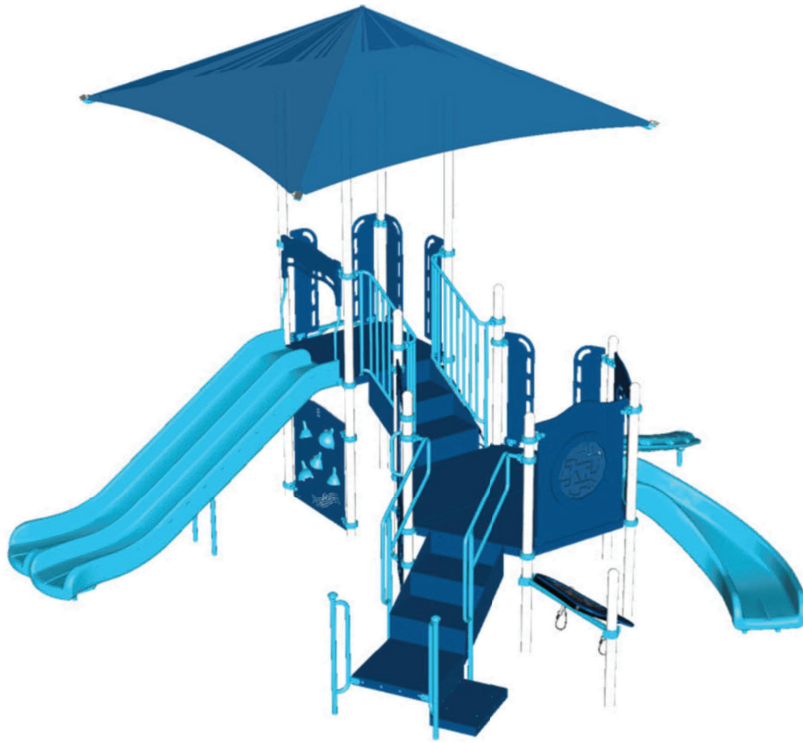
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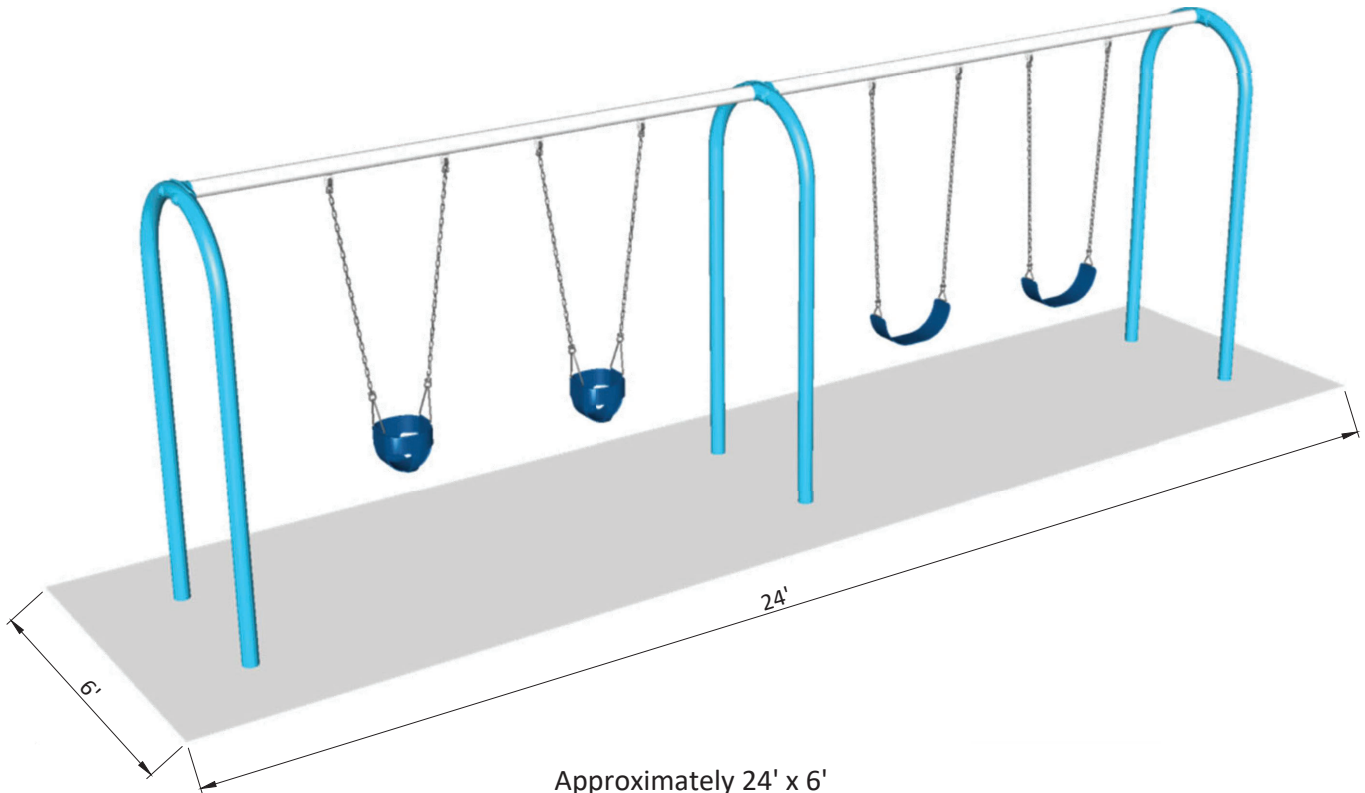
SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

CLUB HOUSE AMENITY RENDERINGS

DATE 03/20/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE
SHT. 12-B



Playground 34' x 33' (Approximately)



Tillman & Associates
ENGINEERING, LLC.

CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

**PLAYGROUND AND SWING SET
AMENITY RENDERINGS**

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE _____
SHT. 12-C



Proposed Pool Size: Approximately 2,300 square feet



Tillman & Associates
ENGINEERING, LLC.

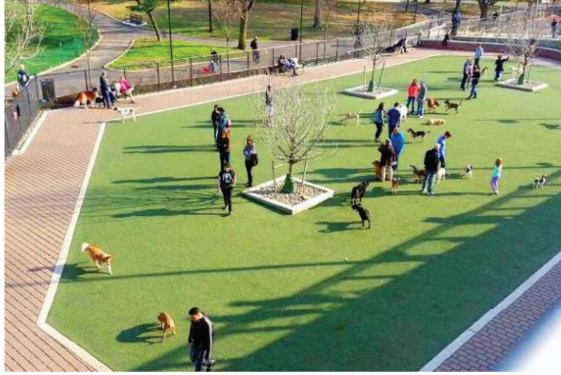
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

AMENITY RENDERINGS

DATE 03/20/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE
SHT. 12-D

Dog Park - Approximately 3,294 square feet in area



Shade structure - minimum 200 square feet



Potential Kiosks being proposed (or similar)



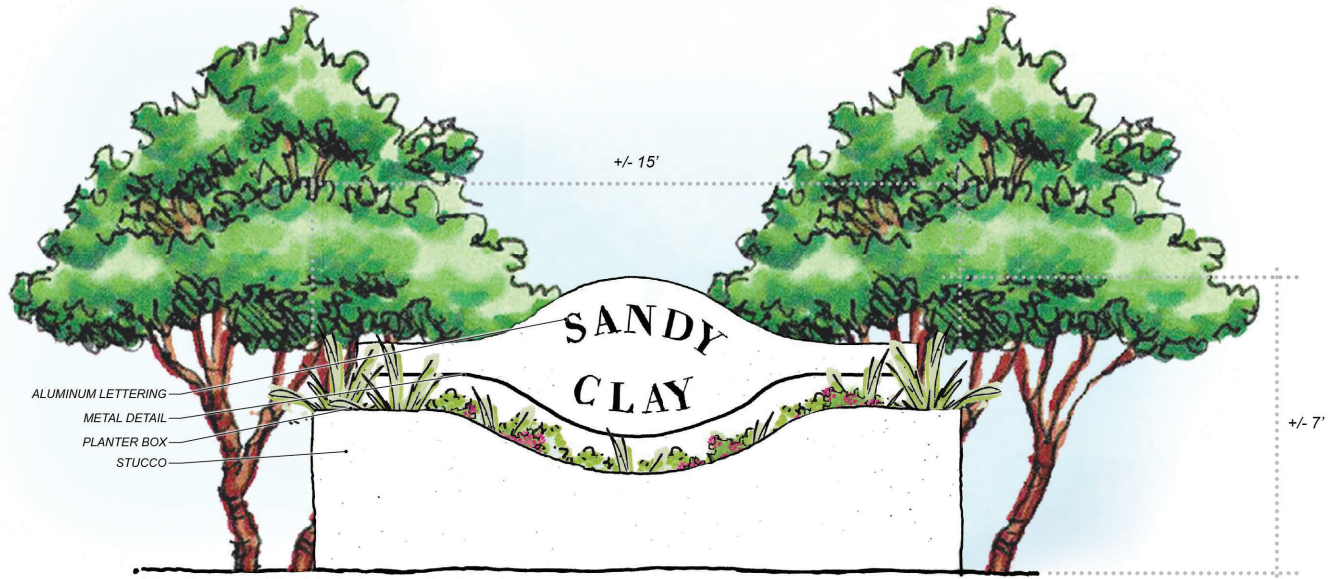
Tillman & Associates
ENGINEERING, LLC.

CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

MAIL KIOSK
AMENITY RENDERINGS

DATE 03/21/25
DRAWN BY
CHKD. BY JH
JOB NO. 24-9200
SCALE
SHT. 12-E



Each entrance to project to have two (2) entry signs. All other internal signage to comply with LDC.

Tillman & Associates
ENGINEERING, LLC.

CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

SANDY CLAY RESIDENTIAL
MARION COUNTY, FLORIDA

SIGNAGE RENDERINGS

DATE 03/20/25
DRAWN BY _____
CHKD. BY JH
JOB NO. 24-9200
SCALE _____
SHT. 13

35.50 ~
4.00' ind
Prepared by
Belinda Stephenson
1st Quality Title, LLC
3227 SE Maricamp Road Ste 101
Ocala, FL 34471
(352) 690-1787
File No.: 1Q-12-1130

Attachment A
RECORD AND
RETURN TO
1st Quality Title LLC
3227 SE Maricamp Road
Suite 101
Ocala, FL 34471
File No. _____

DAVID R ELLSPERMANN CLERK OF COURT MARION COUNTY

DATE: 07/19/2012 08:39:38 AM

FILE #: 2012069564 OR BK 05706 PGS 0541-0544

REC 35.50 Index 3.00 DEED DS 0.70

WARRANTY DEED

This indenture made on 7/13/2012 A.D., by

J. A. Perry a/k/a Juddy Perry and Lillian R. Perry, individually and as Trustees of the J.A. Perry Living Trust Agreement dated April 10, 2007

, whose address is: **7547 SE 110th St. Rd. , Belleview, FL 34420** hereinafter called the "grantor", to

Marion County , a political subdivision of the State of Florida whose address is: **412 SE 25th Ave. , Ocala, FL 34471** hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Marion County, Florida**, to-wit:

RIGHT OF WAY DESCRIPTION;

A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 280, PAGES 598 THROUGH 601, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28, NORTH 00°31'21" EAST, 224.02 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 110TH STREET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP, SECTION 157157X - MAINTENANCE, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°31'21" EAST, 36.68 FEET TO A POINT ON A LINE 35.00 FEET NORTH OF AND PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 110TH STREET; THENCE NORTH 73°06'09" EAST ALONG SAID PARALLEL LINE 358.07 FEET; THENCE NORTH 16°53'51" WEST, 10.00 FEET TO A POINT ON A LINE 45.00 FEET NORTH OF AND PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 73°06'09" EAST ALONG SAID PARALLEL LINE 339.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 103°29'44" AND A CHORD BEARING AND DISTANCE OF NORTH 21°21'17" EAST, 39.26 FEET; THENCE ALONG THE ARC OF SAID CURVE 45.16 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,720.00 FEET, A CENTRAL ANGLE OF 15°48'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°18'02" WEST, 1,023.54 FEET; THENCE ALONG THE ARC OF SAID CURVE, 1,026.81 FEET TO THE NORTHERLY LINE, OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 280, PAGES 598 THROUGH 601; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°56'57" EAST, 274.75 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,915.00 FEET, A CENTRAL ANGLE OF 03°46'14" AND A CHORD BEARING AND DISTANCE OF SOUTH 41°24'59" EAST, 257.59 FEET; THENCE ALONG THE ARC OF SAID CURVE 257.64 FEET TO A NON TANGENT LINE; THENCE SOUTH 33°12'06" EAST, 102.84 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3905.00 FEET, A CENTRAL ANGLE OF 08°09'36"

Attachment A

AND A CHORD BEARING AND DISTANCE OF SOUTH 33°57'05" EAST, 555.67 FEET; THENCE ALONG THE ARC OF SAID CURVE 556.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 77°01'34" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°23'04" EAST, 31.13 FEET; THENCE ALONG THE ARC OF SAID CURVE 33.61 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON A LINE 65.00 FEET NORTH OF AND PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 73°06'09" EAST ALONG SAID PARALLEL LINE 413.49 FEET; THENCE SOUTH 16°53'51" EAST, 35.00 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 73°06'09" EAST ALONG SAID PARALLEL LINE 365.03 FEET; THENCE SOUTH 16°53'51" EAST, 30.00 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 110TH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 73°06'09" WEST, 1,724.08 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY DESCRIPTION:

A PORTION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23, EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER SAID SECTION 28; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28, NORTH 89°57'55" EAST, 88.40 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°28'15" WEST, 1,091.06 FEET; THENCE SOUTH 32°51'30" EAST, 62.74 FEET; THENCE SOUTH 46°41'26" EAST, 19.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,905.00 FEET, A CENTRAL ANGLE OF 01°09'35" AND A CHORD BEARING AND DISTANCE OF SOUTH 46°06'38" EAST, 79.04 FEET; THENCE ALONG THE ARC OF SAID CURVE 79.04 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 50°21'38" EAST, 102.84 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,915.00 FEET, A CENTRAL ANGLE OF 00°43'45" AND A CHORD BEARING AND DISTANCE OF SOUTH 43°39'59" EAST, 49.82 FEET; THENCE ALONG THE ARC OF SAID CURVE 49.82 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE, ALONG SAID SOUTH LINE, NORTH 89°56'57" WEST, 262.89 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 46°41'26" WEST, 64.08 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG SAID WEST LINE, NORTH 00°31'21" EAST, 1,269.08 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY DESCRIPTION (PARCEL A):

A PORTION OF LOTS 1 AND 4, BLOCK 9, OF DANBURY, AS RECORDED IN PLAT BOOK "A", PAGE 3 AND DESCRIBED IN DEED BOOK 280, PAGES 598 THROUGH 601, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, SOUTH 00°31'21" WEST, 1,269.08 FEET; THENCE NORTH 46°41'26" WEST, 248.57 FEET; THENCE NORTH 70°07'09" WEST, 32.70 FEET; THENCE NORTH 46°41'26" WEST, 70.00 FEET; THENCE NORTH 43°49'41" WEST, 400.50 FEET; THENCE NORTH 46°41'26" WEST, 156.31 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 9, DANBURY, PLAT BOOK "A", PAGE 3; THENCE ALONG SAID WEST LINE, NORTH 00°26'19" EAST, 643.66 FEET, TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG SAID NORTH LINE, SOUTH 89°57'58" EAST, 660.28 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY DESCRIPTION (PARCEL B):

A PORTION OF LOT 1, BLOCK 10, OF DANBURY, AS RECORDED IN PLAT BOOK "A", PAGE 3 AND DESCRIBED IN DEED BOOK 280, PAGES 598 THROUGH 601, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, NORTH 89°57'58" WEST, 1,320.57 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 10, DANBURY, PLAT BOOK "A", PAGE 3 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, SOUTH 00°21'17" WEST, 60.42 FEET; THENCE SOUTH 89°37'49" WEST, 18.29 FEET; THENCE NORTH 00°21'22" WEST, 52.18 FEET; FL FA DEED-Warranty Individual W/Non-Homestead Rev. July 13, 2012

Attachment A

THENCE NORTH 46°41'26" WEST, 12.20 FEET, TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG SAID NORTH LINE, SOUTH 89°57'58" EAST, 27.87 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY DESCRIPTION:

A PORTION OF LOT 2, BLOCK 9, DANBURY, RECORDED IN PLAT BOOK "A", PAGE 3 AND DESCRIBED IN OFFICIAL RECORDS BOOK 423, PAGE 13, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, NORTH 89°57'58" WEST, 660.28 FEET TO THE EAST LINE OF SAID LOT 2, BLOCK 9, DANBURY, PLAT BOOK "A", PAGE 3 AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE, SOUTH 00°26'19" WEST, 643.66 FEET; THENCE NORTH 46°41'26" WEST, 93.69 FEET; THENCE SOUTH 43°18'34" WEST, 15.00 FEET; THENCE NORTH 46°41'26" WEST, 650.00 FEET; THENCE NORTH 43°18'34" EAST, 15.00 FEET; THENCE NORTH 46°41'26" WEST, 107.48 FEET; THENCE SOUTH 89°37'49" WEST, 36.37 FEET, TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE, NORTH 00°21'17" EAST, 60.42 FEET TO AFORESAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE ALONG SAID NORTH LINE, SOUTH 89°57'58" EAST, 660.28 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: Portion of **37896-000-00; 37903-000-00; 37907-000-00; 37909-000-00**

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED UNDER THREAT OF CONDEMNATION SETTLEMENT PROCEEDINGS AFFECTING THE PROPERTY DESCRIBED THEREIN.


Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing for **2012**.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.


J. A. Perry a/k/a Juddy Perry, Individually and as Trustee
Of the J. A. Perry Living Trust Agreement dated
April 10, 2007


Lillian R. Perry, Individually and as Trustee
Of the J.A. Perry Living Trust Agreement dated
April 10, 2007

Signed, sealed and delivered in our presence:


FL FA DEED-Warranty Individual W/Non-Homestead Rev. July 13, 2012



Page 3 of 4
File No.: 1Q-12-1130

Attachment A

Witness Signature

Print Name: BD Stephenson

State of Fla.

County of Martin

Witness Signature

Print Name: W. James Goody III

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on July 13, 2012, by
J. A. Perry a/k/a Juddy Perry and Lillian R. Perry, individually and as Trustees of the J.A. Perry Living
Trust Agreement dated April 10, 2007
who is personally known to me or has produced a valid driver's license as identification.

SEAL



BELINDA D. STEPHENSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE166382
Expires 2/26/2016

Belinda D. Stephenson
NOTARY PUBLIC

Notary Print Name

My Commission Expires: _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SANDY CLAY, LLC

Filing Information

Document Number L22000372193
FEI/EIN Number 88-3978336
Date Filed 08/25/2022
State FL
Status ACTIVE

Principal Address

4349 SE 20TH STREET
OCALA, FL 34471

Mailing Address

4349 SE 20TH STREET
OCALA, FL 34471

Registered Agent Name & Address

FLOYD S. SALSER, III
5025 NE 36TH AVENUE ROAD
OCALA, FL 34479

Authorized Person(s) Detail

Name & Address

Title MGR

MATT FABIAN
4349 SE 20TH STREET
OCALA, FL 34471

Title MGR

HARVEY W. VANDEVEN
1240 SE 12TH COURT
OCALA, FL 34471

Title MGR

FLOYD S. SALSER, III
5025 NE 36TH AVENUE ROAD
OCALA, FL 34479

Annual Reports

Report Year	Filed Date
2023	01/03/2023
2024	03/06/2024

Document Images

03/06/2024 -- ANNUAL REPORT	View image in PDF format
01/03/2023 -- ANNUAL REPORT	View image in PDF format
08/25/2022 -- Florida Limited Liability	View image in PDF format

PREPARED BY/RETURN TO:

Marybeth L. Pullum
Attorney at Law
Pullum & Pullum, P.A.
250 International Parkway, Suite 250
Lake Mary, FL 32746
Phone: 407-732-6510

Property Appraiser Parcel I.D. Number(s):
37896-000-00

Note to recorder: Documentary stamps are paid upon recording of this deed in the amount of \$21,000.00, which is the tax paid on the transfer of title pursuant to sale of the subject premises at a sales price of \$3,000,000.00.

WARRANTY DEED

THIS WARRANTY DEED is given to be effective as of the 26th day of October A.D. 2022, by **GEORGE ALBERT PERRY, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE OF THE GEORGE ALBERT PERRY TRUST AGREEMENT DATED APRIL 10, 2007**, having a mailing address of 7547 SE 110th Street Road, Belleview, Florida 34420, hereinafter called the grantor, and **SANDY CLAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY** whose mailing address is 4349 SE 20th Street, Ocala, FL 34471 hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other legal entities.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Marion County, Florida, viz:

BEGIN AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE N.89°57'59"E., ALONG THE NORTH BOUNDARY OF SAID S.W. 1/4, 88.40 FEET TO THE POINT OF BEGINNING. THENCE N.89°57'59"E., ALONG SAID NORTH BOUNDARY, 2587.12 FEET TO THE N.E. CORNER OF SAID S.W. 1/4, SAID POINT ALSO BEING THE WEST BOUNDARY OF "SILVER SPRINGS SHORES UNIT 12", AS PER PLAT THEREOF RECORDED IN PLAT BOOK J, PAGES 103 THROUGH 115 INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°06'26"W. ALONG THE EAST BOUNDARY OF SAID S.W. 1/4 AND SAID WEST BOUNDARY, 1585.15 FEET; TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.E. 110TH STREET ROAD (WIDTH VARIES); THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES: S.73°02'14"W. A DISTANCE OF 1089.81 FEET;

THENCE N.16°53'51"W., A DISTANCE OF 30.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 365.03 FEET; THENCE N.16°53'51"W., A DISTANCE OF 35.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 414.49 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.68°23'04"W. 31.13 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF S.E. 92ND LOOP, AS RECORDED IN OFFICIAL RECORDS BOOK 5706, PAGE 541, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 77°01'35", A DISTANCE OF 33.61 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 3905.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.33°57'05"W. 555.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 08°09'36", A DISTANCE OF 556.15 FEET; THENCE N.33°12'06"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3915.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.41°46'52"W. 307.39 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°29'59", A DISTANCE OF 307.47 FEET; THENCE N.50°21'38"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3905.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.46°06'38"W. 79.04 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°09'35", A DISTANCE OF 79.04 FEET; THENCE N.46°41'26"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 19.11 FEET; THENCE N.32°51'30"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 62.74 FEET; THENCE N.00°28'15"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1091.25 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

GRANTOR AFFIRMS THAT THE SUBJECT PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land;

that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except easements and restrictions of record, and taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed on the day and year first above written.

Signed sealed and delivered
in the presence of:

George Albert Perry Trust Agreement
Dated April 10, 2007

Marybeth L. Pullum
(Signature of Witness #1)

George Albert Perry
By: George Albert Perry
As Successor Trustee

Marybeth L. Pullum
(Print Name of Witness #1)

Selena King
(Signature of Witness #2)

George Albert Perry
George Albert Perry

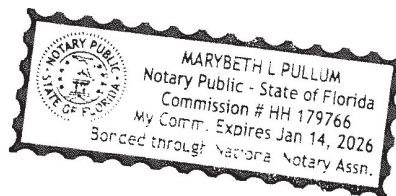
Selena King
(Print Name of Witness #2)

STATE OF FLORIDA
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of (check one) ☒ physical presence or ☐ online notarization on the 24th day of October A.D. 2022 by George Albert Perry individually and as Successor Trustee of the George Albert Perry Trust Agreement Dated April 10, 2007, who (check one) ☒ is personally known or ☐ produced the following as proof of identity:

_____.

Marybeth L. Pullum
Notary Public - State of Florida



M:\12543\ClosingDocs\WD.docx



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
 DATE: 04/15/2024 03:19:35 PM
 FILE #: 2024047450 OR BK 8298 PGS 46-49
 REC FEES: \$35.50 INDEX FEES: \$0.00
 DDS: \$0 MDS: \$0 INT: \$0

This Instrument Prepared by and Record and Return to:
 W. James Gooding III
 Gooding & Batsel, PLLC
 1531 SE 36th Avenue
 Ocala, FL 34471

24-R-117

**A RESOLUTION OF MARION COUNTY, FLORIDA, AUTHORIZING
 EXCHANGE OF PROPERTIES**

WHEREAS:

- A. Marion County, a political subdivision of the State of Florida ("County") owns the real property (the "County Parcel") described in the attached Exhibit A.
- B. Sandy Clay, LLC, a Florida limited liability company ("Sandy Clay") owns real property contiguous to the County Parcel as described in the attached Exhibit B (the "Sandy Clay Parcel").
- C. County has constructed a stormwater management system (the "County Stormwater Management System") on the County Parcel.
- D. Sandy Clay has proposed, pursuant to an *Agreement Concerning Exchange of Parcels*, that Sandy Clay would, in exchange for County conveying the County Parcel to Sandy Clay:
 - 1). Construct another stormwater management system (the "Sandy Clay Stormwater Management System") on the County Parcel and the Sandy Clay Parcel.
 - 2). Grant to County drainage easements (the "Drainage Easements") to permit County to convey into the Sandy Clay Stormwater Management System 120% of the volume of stormwater currently permitted to be conveyed into the County Stormwater Management System,
 - 3). Thereafter maintain the Sandy Clay Stormwater Management System.
- E. On ~~March 8, 2024~~ ^{April 15, 2024}, a notice was published in the Ocala Star Banner pursuant to Section 125.37, Florida Statutes, providing notice that the County would consider the proposed Agreement Concerning Exchange of Parcels on the date set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, in regular session as follows:

1. The County finds that, as of receipt of conveyance from Sandy Clay of the Drainage Easements and Sandy Clay's Maintenance Obligation set forth in paragraph 11 of the Agreement Concerning Exchange of Parcels between Sandy Clay and County, the County Parcel is not needed for County purposes, and that it is in the best interest of the County to exchange the County Parcel for the Drainage Easements, in that pursuant to the exchange:
 - 1.1. County will have more stormwater treatment and retention capacity in the Sandy Clay Stormwater Management System than it does in the Existing County Stormwater Management System; and



Certified A True Copy
 of 4 page document
 this 3 day of Apr 2024
 GREGORY C. HARRELL
 Clerk of Court and Comptroller
 B. D.C.

Attachment A

Resolution No. 24-R-117

Page 2

- 1.2. County will be relieved from any obligation to maintain the County Stormwater Management System, and will have no obligation to maintain the Sandy Clay Stormwater Management System.
2. Therefore, County authorizes the County Commission Chair to execute the Agreement Concerning Exchange of Parcels on behalf of County.

THIS RESOLUTION is dated the 2 day of April, 2024.

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: Michelle Stone
Michelle Stone as Chair

ATTEST:

G. C. Harrell
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Matthew Guy Minter
Matthew Guy Minter, County Attorney

Attachment A

Resolution No. 24-R-117
Page 3

EXHIBIT A COUNTY PARCEL

That portion of the real property described in the deed recorded in OR Book 5706, Page 541 that is consistent with the boundaries of the real property with Marion County Tax Parcel ID No. 37896+000-01.

The legal description of the County Parcel shall be determined by the survey to be obtained by Sandy Clay pursuant to the Agreement Concerning Exchange of Parcels.

**EXHIBIT B
SANDY CLAY PARCEL**

BEGIN AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA: THENCE N.89°57'59"E., ALONG THE NORTH BOUNDARY OF SAID S.W. 1/4, 88.40 FEET TO THE POINT OF BEGINNING. THENCE N.89°57'59"E., ALONG SAID NORTH BOUNDARY, 2587.12 FEET TO THE N.E. CORNER OF SAID S.W. 1/4, SAID POINT ALSO BEING THE WEST BOUNDARY OF "SILVER SPRINGS SHORES UNIT 12", AS PER PLAT THEREOF RECORDED IN PLAT BOOK J, PAGES 103 THROUGH 115 INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°06'26"W. ALONG THE EAST BOUNDARY OF SAID S.W. 1/4 AND SAID WEST BOUNDARY, 1585.15 FEET; TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.E. 110TH STREET ROAD (WIDTH VARIES); THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES: S.73°02'14"W. A DISTANCE OF 1089.81 FEET;

THENCE N.16°53'51"W., A DISTANCE OF 30.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 365.03 FEET; THENCE N.16°53'51"W., A DISTANCE OF 35.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 414.49 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.68°23'04"W. 31.13 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF S.E. 92ND LOOP, AS RECORDED IN OFFICIAL RECORDS BOOK 5706, PAGE 541, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 77°01'35", A DISTANCE OF 33.61 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 3905.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.33°57'05"W. 555.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 08°09'36", A DISTANCE OF 556.15 FEET; THENCE N.33°12'06"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3915.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.41°46'52"W. 307.39 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°29'59", A DISTANCE OF 307.47 FEET; THENCE N.50°21'38"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3905.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.46°06'38"W. 79.04 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°09'35", A DISTANCE OF 79.04 FEET; THENCE N.46°41'26"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 19.11 FEET; THENCE N.32°51'30"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 62.74 FEET; THENCE N.00°28'15"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1091.25 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

P:\JG\Vandeven\Sandy Clay\DRA Agreement\Reso and Ad\Resolution re Exchange of Property 12-16-23.docx

AGREEMENT CONCERNING EXCHANGE OF PARCELS

THIS AGREEMENT is entered into as of April 2, 2024 (the "Effective Date") between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Sandy Clay, LLC, a Florida limited liability company ("Sandy Clay").

WHEREAS:

- A. Sandy Clay owns the Sandy Clay Parcel.¹
- B. Sandy Clay intends to develop the Sandy Clay Parcel as a residential subdivision.
- C. County owns the County Parcel, upon which is located the County Stormwater Management System.
- D. Sandy Clay has requested County to convey the County Parcel to Sandy Clay in exchange for Sandy Clay constructing and maintaining the Sandy Clay Stormwater Management System, granting the Sandy Clay Easements to County and performing its other obligations hereunder.
- E. County has agreed to do so pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:
 - 1.1. *Agreement* – This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.
 - 1.2. *Amendment to Grant of Easements* – The instrument amending the legal description of the Sandy Clay Easements Areas contained in the Grant of Easements such that it contains the legal descriptions of the Sandy Clay Easements Areas as established by the survey obtained by Sandy Clay under paragraph 5.2.
 - 1.3. *Closing* – The delivery of the deed, Grant of Easements and other documents pursuant to paragraph 7 and other matters set forth in such paragraph.
 - 1.4. *Closing Date* – The date for Closing as set forth in paragraph 7.1.
 - 1.5. *County Parcel* – The real property described in the attached Exhibit A.
 - 1.6. *County WMD Permit* – The WMD Permit issued to County for the County Stormwater Management System.
 - 1.7. *County Stormwater Management System* – The Stormwater Management System currently located on the County Parcel.

¹ Terms capitalized in these Whereas clauses and not otherwise defined are defined in the definitions in paragraph 1 below.



Certified A True Copy
of 12 page document
this 3 day of Apr 2024
GREGORY C. HARRELL
Clerk of Court and Comptroller
By [Signature] D.C.

- 1.8. *DRA* – One or more drainage retention areas to be constructed by Developer on the Sandy Clay Parcel to accommodate stormwater both from SE 92nd Loop pursuant to the Sandy Clay Easements and from the development of the Sandy Clay Parcel. There may be drainage retention areas on the Sandy Clay Parcel that do not accommodate stormwater from SW 92nd Loop; such drainage retention areas are not included in the definition of “DRA” in this Agreement.
- 1.9. *Effective Date* – The date this Agreement is last executed by the County and Sandy Clay, and an executed copy thereof has been delivered to both parties. The last Party executing this Agreement is authorized to fill in the date of the Effective Date on the first page of this Agreement.
- 1.10. *Exchange Parcel* – The County Parcel or the Sandy Clay Easements.
- 1.11. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Sandy Clay Stormwater Management Facilities which are subject of this Agreement, including, without limitation, County, or the Water Management District.
- 1.12. *Grant of Easements* – The instrument conveying the Sandy Clay Easements to County pursuant to paragraph 8.
- 1.13. *Grantee* – County, as to the Sandy Clay Easements, and Sandy Clay, as to the County Parcel.
- 1.14. *Grantor* – County, as to the County Parcel, and Sandy Clay, as to the Sandy Clay Easements.
- 1.15. *Grantor Parcel* – An Exchange Parcel owned by a Grantor with reference to the Grantor that will be conveying it.
- 1.16. *Party* – County or Sandy Clay.
- 1.17. *Plans* – The plans and specifications for the construction of the Sandy Clay Stormwater Management System, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.
- 1.18. *Project Engineer* – The registered professional engineer retained by Sandy Clay to represent Sandy Clay with respect to Sandy Clay’s interests under this Agreement, including the design and permitting of the Sandy Clay Stormwater Management System. Project Engineer is currently Tillman and Associates Engineering, LLC, a Florida limited liability company. Sandy Clay may change the Project Engineer by providing written notice thereof to County.
- 1.19. *Purchase Price* – The consideration for this Agreement as further defined in paragraph 3.
- 1.20. *Sandy Clay Easements* – The drainage easement to be granted by Sandy Clay to County pursuant to the Grant of Easements. There will be two types of Sandy Clay Easements:

- 1.20.1. *DRA Easements* – One or more easements for the location of the DRAs into which stormwater from SE 92nd Loop shall be conveyed and stored.
 - 1.20.2. *Conveyance Easements* – One or more easements to convey stormwater from SE 92nd Loop to such DRAs.
 - 1.21. *Sandy Clay Easements Areas* – The portions of the Sandy Clay Parcel encumbered by the Sandy Clay Easements. As set forth in this Agreement, initially, the Sandy Clay Easements Areas shall be the County Parcel and following completion of the Sandy Clay Stormwater Management System, the Sandy Clay Easements Area shall be amended to reflect the locations of the DRA Easements and Conveyance Easements.
 - 1.22. *Sandy Clay Parcel* – Currently, the real property described in the attached **Exhibit B** being owned by Sandy Clay. Following the conveyance of the County Parcel to Sandy Clay, the Sandy Clay Parcel shall include the County Parcel.
 - 1.23. *Sandy Clay WMD Permit* – The WMD Permit to be issued to Sandy Clay for the Sandy Clay Stormwater Management System.
 - 1.24. *Sandy Clay Stormwater Management System* – The Stormwater Management System to be designed, permitted and constructed by Sandy Clay under this Agreement.
 - 1.25. *Stormwater Management System* – A system designed, permitted and constructed which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. There are two Stormwater Management Systems referred to in this Agreement: (a) the County Stormwater Management System which is currently permitted and located on the County Parcel; and (b) the Sandy Clay Stormwater Management System to be permitted and located on the Sandy Clay Parcel.
 - 1.26. *Substantial Completion* – Substantial completion of the Sandy Clay Stormwater Management System as evidenced by a certificate from the Project Engineer certifying that the Sandy Clay Stormwater Management System has been constructed pursuant to the approved Plans and any Permits therefor, and County's approval of the Sandy Clay Stormwater Management System.
 - 1.27. *Title Insurance Company* – First American Title Insurance Company, or some other title insurance company to be selected by Sandy Clay and County in their sole discretion.
 - 1.28. *Water Management District* – St. Johns River Water Management District, its successors or assigns.
 - 1.29. *WMD Permit* – An Environmental Recourse Permit issued by the Water Management District concerning a Stormwater Management System.
2. **Exchange.** Subject to the terms of this Agreement:

- 2.1. Sandy Clay agrees to acquire from County, and County agrees to convey to Sandy Clay, the County Parcel, together with all easements, hereditaments and appurtenances thereunto belonging, on the terms and conditions hereinafter set forth.
 - 2.2. County agrees to acquire from Sandy Clay, and Sandy Clay agrees to convey to County, the Sandy Clay Easements.
3. **Purchase Price.**
 - 3.1. The Purchase Price of County Parcel and Sandy Clay Easements represents the following consideration, all of which shall be paid or performed at or following Closing:
 - 3.1.1. The exchange of the Exchange Parcels.
 - 3.1.2. The Parties' performance of their other obligations hereunder.
 - 3.2. Although the Exchange Parcels may have different values, each Party accepts the consideration set forth in this Agreement in lieu of any payment of cash.
4. **Title Insurance.**
 - 4.1. Commitment.
 - 4.1.1. Sandy Clay shall, at the expense of Sandy Clay, cause a title insurance commitment (each a "Commitment") to be issued for each Exchange Parcel by an agent for the Title Insurance Company within one (1) month of the Effective Date, wherein the Title Insurance Company agrees to issue an owner's policy of title insurance ("Policy") for each Parcel insuring title to such Parcel to be insured to be good and marketable and free and clear of all liens, claims, easements, restrictions, encumbrances, encroachments, leases, and rights of parties in possession of every kind and nature whatsoever, other than as set forth below. Each Commitment shall be in the amount of \$144,000.00. The foregoing amount was calculated by dividing the value of the Sandy Clay Parcel, as assessed by the Marion County Property Appraiser, by the square footage of the Sandy Clay Parcel, and then multiplying that number by the square footage of the County Parcel. The parties believe the foregoing calculation is a reasonable means of estimating the fair market values of the Exchange Parcels.
 - 4.1.2. If, however, the Title Insurance Company will not issue a Commitment for the Sandy Clay Easements (because most title insurance companies will not insure stand-alone easements), Sandy Clay shall, in lieu of issuing to County a Commitment for the Sandy Clay Easements, provide Sandy Clay with an opinion of title ("Opinion of Title") written by a member of the Florida Bar providing that title to the Sandy Clay Easements Area is good and marketable and free and clear from all liens, claims, easements, restrictions, encumbrances, encroachments, leases and rights of parties in possession of every kind and nature, that would interfere with the use of the Sandy Clay Easements Area for the purposes set forth in the Grant of Easements. If Sandy Clay issues such an Opinion of Title, the references in the remaining paragraphs of this paragraph 4 to a "Commitment" shall be deemed to refer to such Opinion of Title.

- 4.2. Permitted Exceptions. Each Commitment shall evidence that the Grantor for the Grantor Parcel subject to the Commitment is vested with fee simple title to such Grantor Parcel free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except for those which shall be discharged by such Grantor prior to Closing and those matters otherwise acceptable to the Grantee of the Grantor Parcel (as evidenced by such Grantee's failure to provide notice under paragraph 4.3 concerning such matters) (collectively the "Permitted Exceptions").
- 4.3. Examination of Commitment by Grantee. Each Grantee shall have fifteen (15) days after receipt of the Commitment concerning the Grantor Parcel to examine such Commitment. If a Commitment for a Grantor Parcel fails to meet the requirements of this paragraph 4, the Grantee concerning such Grantor Parcel shall notify its Grantor by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the Commitment that are not Permitted Exceptions or that must be discharged by Grantor at or before Closing (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"). If a Grantee fails to notify its Grantor of all Title Defects within the required time period, then such Grantee shall be deemed to have accepted the Commitment and the title to the Grantor Parcel except as to matters that have been objected to as specific Title Defects.
- 4.4. Curative Period.
- 4.4.1. Each Grantor shall have four (4) months days after notice from its Grantee specifying the Title Defects within which to eliminate or cure them but shall have no liability if it is unable to do so, except that the Grantee may elect its option under paragraph 4.4.2.
- 4.4.2. If such Grantor is not successful in eliminating or curing the Title Defects within the time period provided therefor, Grantee shall either:
- a. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
 - b. Terminate this Agreement, in which case this Agreement shall be terminated, and Grantor and Grantee shall be released from all liabilities and obligations under this Agreement, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement.
- 4.4.3. Each Grantee shall make its election under paragraph 4.4.2 within ten (10) days after the expiration of the time period for Grantor to cure Title Defects. If a Grantee fails to do so, it shall be deemed to have elected the option under paragraph 4.4.2.b.
- 4.5. Closing Affidavits.
- 4.5.1. At Closing, each Grantor shall provide all evidence, affidavits, and other documentation reasonably required such that the Policy for its Grantor Parcel when issued shall not contain the so-called "standard exceptions" for rights of parties in possession (other than tenants in possession under any leases accepted by Grantee as "Permitted Exceptions"), matters of survey, unrecorded easements, and construction liens. The Commitment (and the Policy when issued) will contain an exception for the current year's taxes and taxes for subsequent years, unless the

Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.

4.5.2. In the event that Sandy Clay issues an Opinion of Title instead of a Commitment for the Sandy Clay Easements, Sandy Clay shall nonetheless provide the evidence, affidavits and other documentation referred to in paragraph 4.5.1 that would be sufficient to cause a title insurance policy for the Sandy Clay Easements when issued to meet the requirements set forth in paragraph 4.5.1.

4.6. Subsequent Endorsements. If any subsequent endorsement to a Commitment (revision to Opinion of Title) reveals any additional exceptions not permitted by this Agreement, Grantor shall have thirty (30) days within which to remove such additional exceptions. If such Grantor is unable to remove such additional exceptions, its Grantee shall have the same rights and remedies as provided in paragraph 4.4.2 above. Further, the Closing shall be extended thirty (30) days to permit a Grantor to cure any such additional exceptions.

5. Surveys.

5.1. Sandy Clay shall, at its sole expense, obtain a survey of the County Parcel within forty-five (45) days after the Effective Date of this Agreement. Such survey shall be subject to approval by County in its reasonable discretion. Sandy Clay may not object to the survey.

5.2. Within forty-five (45) days after Substantial Completion of the Sandy Clay Stormwater Management System, Sandy Clay shall provide to County an "as built" survey of the Sandy Clay Stormwater Management System. Such survey shall contain separate legal descriptions for each DRA Easement and each Conveyance Easement. Such legal descriptions are subject to approval by County in its reasonable discretion and, upon such approval, shall be included in the Amendment to Grant of Easements.

6. Real Estate Taxes; Assessments.

6.1. There will be no proration of real estate taxes concerning the Sandy Clay Easements.

6.2. As the County Parcel is currently exempt from taxation, real estate taxes will not be prorated on the County Parcel but the County shall coordinate a "cutout" with the Marion County Property Appraiser, such that, at Closing, the County Parcel will be assessed, for ad valorem tax purposes only for the portion of the tax year that it is owned by Sandy Clay.

6.3. Certified, confirmed, and ratified special assessments liens as of the date of closing (but not as of the Effective Date) as to a Grantor Parcel are to be paid by Grantor. Pending liens as of the date of closing shall be assumed by Grantee.

7. Closing.

7.1. Closing Date. The Closing of the transaction contemplated by this Agreement, subject to satisfaction (or waiver) of all contingencies set forth in this Agreement, shall occur upon the first business day that is two (2) months after the Effective Date of this Agreement.

7.2. Place of Closing. The Closing shall occur in Marion County, Florida at the office of counsel for Sandy Clay, or any other location designated by Sandy Clay. Notwithstanding the

foregoing, Sandy Clay and County will cooperate with each other in closing this transaction through the mail or overnight courier services if requested by Sandy Clay or County.

7.3. Obligations at Closing. At the Closing:

- 7.3.1. Sandy Clay shall execute and deliver the Grant of Easements conveying the Sandy Clay Easements to County subject to the Permitted Exceptions, covenanting that, at the time of delivery of the Grant of Easements, the Sandy Clay Easements will be free from all encumbrances, and agreeing to warrant and defend the title to the Sandy Clay Easements against the lawful claims and demands of all persons.
- 7.3.2. County shall execute and deliver a deed (the "County Deed") pursuant to Section 125.411, Florida Statutes, conveying title to the County Parcel subject to the Permitted Exceptions.
- 7.3.3. Each Grantor shall deliver any other documents required by paragraph 4.5.
- 7.3.4. Each Grantor shall deliver evidence satisfactory to Grantee of the authority of the Party executing the County Deed or Grant of Easements to convey the Grantor Parcel on behalf of Grantor to Grantee.
- 7.3.5. Each Grantor shall pay all recording fees to be incurred for the recording of documents necessary to place Grantor's title to the Grantor Parcel in the condition required for the performance of Grantor's obligations under this Agreement.

7.4. Additional County Obligations. At Closing, Sandy Clay shall:

- 7.4.1. Pay the premium, at the promulgated rate, for the Title Insurance Policy to be issued on each Exchange Parcel.
- 7.4.2. Pay all recording fees for the deeds and other documents to be executed at Closing.
- 7.4.3. Pay any applicable real estate transfer tax, including documentary excise taxes due with respect to each Deed attributable to the conveyance of each Exchange Parcel.

7.5. Grantee's Obligations at Closing. At the Closing, each Grantee shall execute and deliver to Grantor a copy of a closing statement showing the computation of the funds payable to County pursuant to this Agreement.

7.6. Following Closing. If Sandy Clay issues an Opinion of Title pursuant to paragraph 4.1.2, within ten (10) days after the Closing, Sandy Clay will issue an update to the Opinion of Title confirming that no changes were made in the title to the Sandy Clay Parcel since the prior Opinion of Title except the grant of the Sandy Clay Easements pursuant to the Grant of Easements.

8. **Grant of Easements.**

8.1. The Grant of Easements to be executed by Sandy Clay at the Closing shall:

- 8.1.1. Grant County the right to convey to, and store in, the Sandy Clay Stormwater Management System 120% of the volume of stormwater permitted to be conveyed

to, and stored in, the County Stormwater Management System pursuant to the County WMD Permit. Prior to the execution of the Grant of Easements, Project Engineer shall, subject to approval by County, determine such volume based upon the County WMD Permit, and the parties shall include the amount of the volume in the Grant of Easements.

8.1.2. Contain provisions concerning maintenance of the Sandy Clay Stormwater Management System consistent with those set forth in paragraph 11.

8.1.3. Include, as the legal description of the Sandy Clay Easements, the County Parcel.

8.2. Following Substantial Completion of the Sandy Clay Stormwater Management System, Sandy Clay and County shall execute the Amended Grant of Easements pursuant to which they replace the legal descriptions of the Sandy Clay Easements consistent with the surveys of the DRA Easement and Conveyance Easement obtained by Sandy Clay pursuant to paragraph 5.2.

9. Design and Permitting.

9.1. Sandy Clay shall retain the Project Engineer to design the Sandy Clay Stormwater Management System to be constructed by Sandy Clay and to obtain Permits for such Sandy Clay Stormwater Management System. If appropriate, Sandy Clay shall cause the County WMD Permit to be amended to remove the County Stormwater Management System from the scope thereof.

9.2. Sandy Clay shall prepare and submit to County, and any Governmental Authority, including the Water Management District, the Plans for approval by County or such Governmental Authority, prior to commencing construction of the Sandy Clay Stormwater Management System.

9.3. The Sandy Clay Stormwater Management System shall be designed to accommodate the volume of Stormwater from SE 92nd Loop, plus the 20% increase in volume set forth in paragraph 8.1.1 together with stormwater from the drainage basin into which development of a residential subdivision on the Sandy Clay Parcel is located.

9.4. Sandy Clay shall pay all professional expenses incurred in connection with the design and permitting of the Sandy Clay Stormwater Management System.

10. Construction of Sandy Clay Stormwater Management System.

10.1. Sandy Clay will commence construction of the Sandy Clay Stormwater Management System when it commences development of the Sandy Clay Parcel.

10.2. Sandy Clay shall cause Substantial Completion of the Sandy Clay Stormwater Management System one (1) year after commencing such construction.

10.3. Within forty-five (45) days after Sandy Clay's Substantial Completion of the Sandy Clay Stormwater Management System, Sandy Clay shall provide to County an "as built" survey of the Sandy Clay Stormwater Management System pursuant to paragraph 5.2.

- 10.4. During construction of the Sandy Clay Stormwater Management System, Sandy Clay shall provide, either on the County Parcel (with the existing County drainage facilities) or as part of the constructed Sandy Clay Stormwater Management System, sufficient conveyance and retention facilities to accommodate all stormwater from SE 92nd Loop that currently flows into the County Parcel, plus the 20% increase in volume set forth in paragraph 8.1.1, it being understood that, throughout the entire construction, stormwater from SE 92nd Loop shall continue to be conveyed and stored as effectively as is currently done by the existing County drainage facilities on the County Parcel.
11. **Maintenance.** Following construction of the Sandy Clay Stormwater Management System, Sandy Clay shall maintain the Sandy Clay Stormwater Management System at Sandy Clay's sole cost and expense. Such maintenance shall include repairs required by catastrophic occurrences (such as sinkholes).
 - 11.1. HOA.
 - 11.1.1. In connection with its development of the Sandy Clay Parcel, Sandy Clay may form a validly organized Florida not-for-profit corporation as a homeowners' association ("HOA"), provided that all the following conditions are satisfied:
 - a. The HOA is formed for the specific purpose of owning and maintaining common elements for the development of the Sandy Clay Parcel, including the Sandy Clay Stormwater Management System.
 - b. The HOA is granted the authority to own, and shall have the obligation to maintain and operate, the Sandy Clay Stormwater Management System by a Declaration recorded in the Public Records of Marion County, Florida.
 - c. The HOA is empowered under the terms of any recorded Declaration to collect assessments from all or some of the owners of units located on the Sandy Clay Parcel for the purpose of providing funds necessary for the maintenance and operation of the Sandy Clay Stormwater Management System.
 - 11.1.2. Sandy Clay shall have the right to dedicate to the HOA the Sandy Clay Stormwater Management System whereupon the HOA shall be deemed to have assumed the operation, repair, and maintenance obligations of Sandy Clay with respect to the Sandy Clay Stormwater Management System, and Sandy Clay shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance and repair of the Sandy Clay Stormwater Management System. The dedication of the Sandy Clay Stormwater Management System, assumption of the maintenance obligations of Sandy Clay by the HOA, and the release of Sandy Clay shall be completed in accordance with the following provisions:
 - a. The dedication to the HOA may be set forth on a plat of a subdivision on the Sandy Clay Parcel or pursuant to a separate instrument.
 - b. Sandy Clay or the HOA shall undertake action with the Water Management District to cause the HOA to be the "operation and maintenance" entity for the Sandy Clay Stormwater Management System.

12. **Statutory Authorization for Exchange.** This Exchange is made pursuant to Section 125.37, Florida Statutes. In connection therewith, County published a notice as required by Section 125.37, and the Board of County Commissioners of Marion County, Florida (the "County Commission") made certain findings of fact and took other action, all as set forth in the resolution being adopted by the County Commission simultaneously with its approval of this Agreement.
13. **Grantor's Representations and Warranties; AS IS.**
 - 13.1. In order to induce each Grantee to enter into this Agreement, each Grantor hereby makes the following representations and warranties which such Grantor represents and warrants are true as of the Effective Date and shall be true as of the Closing.
 - 13.1.1. Grantor has no knowledge of actual or threatened action, litigation or proceeding by any organization, person, individual or governmental agency against either the Grantor or the Grantor Parcel that could reasonably be expected to have an adverse impact on the Grantor Parcel or the use thereof.
 - 13.1.2. Grantor is not a Party to any unrecorded agreement, restrictions, easements, leases or contracts with respect to the Grantor Parcel and Grantor shall not enter into any of the foregoing.
 - 13.2. AS IS.
 - 13.2.1. Except as otherwise expressly provided in this Agreement, Grantor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Sandy Clay Parcel, including, but not limited to, warranties or representations as to matters of title (other than Grantor's warranty of title set forth in the deed to be delivered at Closing), zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Sandy Clay Parcel including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Sandy Clay Parcel, (b) the manner or quality of the construction or materials incorporated into any part of the Sandy Clay Parcel, and (c) the manner, quality, state of repair, or lack of repair of the Sandy Clay Parcel. Except as otherwise provided in this Agreement, Grantee agrees that with respect to the Property, Grantee has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Grantor or any agent of Grantor. Grantee represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of Grantee's consultants, and that Grantee will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Grantee's inspections and investigations. Grantee's closing hereunder shall be deemed to constitute an express waiver by Grantee or its successors and assigns of any right to sue Grantor and of Grantee's right to cause Grantor to be joined in an action brought under any federal, state, or local law, rule, act, or regulation which prohibits or regulates the use, handling, storage, transportation, or disposal of a hazardous or toxic substance or which requires removal or remedial

action with respect to such hazardous or toxic substance, specifically including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code, Section 9601, et seq. and Part IV of the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR SHALL SELL AND CONVEY TO GRANTEE, AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE DEED TO BE DELIVERED AT CLOSING), COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF GRANTOR.

13.2.2. The terms and conditions of this paragraph 13.2:

- a. Shall expressly survive the closing and not merge into any instruments to be executed and delivered at Closing.
- b. Are material terms to County's willingness to enter into this Agreement.

14. **Termination.** In the event that either Party terminates this Agreement under paragraph 15 or any other provision of this Agreement, this Agreement shall be terminated as to both Exchange Parcels. Neither Party shall thereafter have any rights or obligations except: (a) as to matters that expressly survive the termination of this Agreement; or (b) if this Agreement is terminated based upon a default, the non-defaulting party may pursue remedies against the defaulting party.

15. **Default.**

15.1. Remedies. If a party fails to perform any obligation under this Agreement to be performed at or prior to Closing, the other party may seek specific performance or elect to terminate this Contract. The non-defaulting party may not pursue a claim for damages against the defaulting party unless the defaulting party renders the non-defaulting party's remedy of specific performance impossible (e.g., by conveying, or agreeing to convey, the Grantor Parcel to a bona fide purchaser), in which event the non-defaulting party may pursue damages from the defaulting party.

15.2. Notice of Default. No remedy for default may be sought hereunder until notice of such default has been given to the defaulting party by the non-defaulting party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, no notice or opportunity to cure shall be required for any failure to pay amounts due hereunder (including, without limitation, the Purchase Price) or any failure to close as and when required hereunder.

16. **Risk of Loss.** Each Grantor shall bear the risk of loss or damage to, or destruction of, improvements situated on its Grantor Parcel or any portion of its Grantor Parcel until the Closing. The doctrine of equitable conversion shall not apply to this transaction.

17. **Real Estate Commission.** Sandy Clay represents and warrants to County, and County likewise represents and warrants to Sandy Clay, that it has neither dealt nor negotiated with any broker or finder in connection with the exchange, sale or conveyance of Grantor Parcel. Each Party hereto

agrees to indemnify and hold the other harmless from any and all claims, demands, causes of action or other liability, and all costs and expenses, including reasonable attorney's fees and disbursements incurred in defending against any such claims, arising from or pertaining to any brokerage commission, fees, cost or other expense which may be claimed by any broker or person by reason of any claims arising out of the actions of Sandy Clay (as to the indemnity obligations of Sandy Clay) or arising out of any actions of the County (as to the indemnity obligations of County). This paragraph 17 shall not be construed in any way to waive County's sovereign immunity, or the benefits established in Section 768.28, Florida Statutes.

18. **Notice.**

18.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any Party may designate by Communication complying with the terms of this paragraph:

1.1.1. If to County: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: tracy.straub@marionfl.org.

a. With a copy to: Matthew Guy Minter, Esq., County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; email: matthew.minter@marionfl.org.

18.1.2. If to Sandy Clay: Matt Fabian, 4349 SE 20th Street, Ocala, FL 34471-5670; email: mattpfabian@gmail.com.

a. With a copy to: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

18.2. Each such Communication shall be deemed delivered:

18.2.1. On the date of delivered if by personal delivery;

18.2.2. On the date of email transmission if by email (subject to paragraph 18.5); and

18.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

18.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

18.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

18.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

- 18.5. Concerning Communications sent by email:
- 18.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 18.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 18.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 18.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
 - 18.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
19. **FIRPTA.** The Parties shall comply with the provisions of Internal Revenue Code Section 1445 and applicable Treasury Regulations issued thereunder.
20. **Agreement Not Recordable.** Neither this Agreement nor any notice of it shall be recorded in the Public Records.
21. **Assignment.** Sandy Clay may assign this Agreement to an entity owned in whole or in part by Sandy Clay or entities in which Sandy Clay has an interest. Otherwise, neither Party may assign this Agreement in whole or in part without the express written consent of the other Party which may be withheld or conditioned by the other Party in the exercise of its sole discretion.
22. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, and taxable court costs, incurred in that action or proceeding, in addition to any other relief to which such Party or parties may be entitled.
23. **Severability.** In the event any of the terms and provisions of this Agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provision of this Agreement.

24. **Signatures by Facsimile or Digital Execution.** It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.
25. **Mutuality of Negotiation.** Sandy Clay and County acknowledge that this Agreement is a result of negotiations between Sandy Clay and County and the Agreement shall not be construed in favor of, or against, either Party as a result of that Party having been more involved in the drafting of the Agreement.
26. **Time.**
- 26.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 26.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 26.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
- 26.4. For purposes of this Agreement, "legal holiday" means the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, or Christmas Day, and any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.
27. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
28. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

29. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among any of the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.
30. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcel or portion thereof to the general public, or for any public use or purpose whatsoever (except to the extent that the County utilizes the Sandy Clay Easements for the benefit of the public). Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
31. **Sovereign Immunity.** Nothing herein contained shall be deemed to waive the sovereign immunity protections provided the County pursuant to Florida law. The County's obligation to indemnify Sandy Clay, if any, for any purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). This paragraph 31 shall survive termination of this Agreement.
32. **Rules of Construction.** All definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.
33. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
34. **Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference. The Exhibits are as follows:
- 34.1. **Exhibit A** – County Parcel.
- 34.2. **Exhibit B** – Sandy Clay Parcel.

THEREFORE, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

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SANDY CLAY

Sandy Clay, LLC, a Florida limited liability company

By: 
Matt Fabian as Manager

Date: 03/27/24

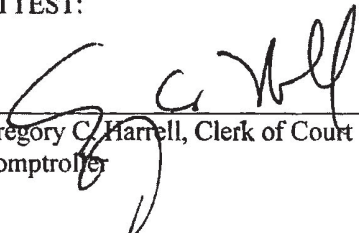
COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: 
Michelle Stone as Chair

Date: April 2, 2024

ATTEST:


Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:


Matthew Guy Minter, County Attorney

**EXHIBIT A
COUNTY PARCEL**

That portion of the real property described in the deed recorded in OR Book 5706, Page 541 that is consistent with the boundaries of the real property with Marion County Tax Parcel ID No. 37896+000-01.

The legal description of the County Parcel shall be determined by the survey to be obtained by Sandy Clay pursuant to paragraph 5.1. of the Agreement to which this Exhibit is attached.

**EXHIBIT B
SANDY CLAY PARCEL**

BEGIN AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA: THENCE N.89°57'59"E., ALONG THE NORTH BOUNDARY OF SAID S.W. 1/4, 88.40 FEET TO THE POINT OF BEGINNING. THENCE N.89°57'59"E., ALONG SAID NORTH BOUNDARY, 2587.12 FEET TO THE N.E. CORNER OF SAID S.W. 1/4, SAID POINT ALSO BEING THE WEST BOUNDARY OF "SILVER SPRINGS SHORES UNIT 12", AS PER PLAT THEREOF RECORDED IN PLAT BOOK J, PAGES 103 THROUGH 115 INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.00°06'26"W. ALONG THE EAST BOUNDARY OF SAID S.W. 1/4 AND SAID WEST BOUNDARY, 1585.15 FEET; TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.E. 110TH STREET ROAD (WIDTH VARIES); THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES: S.73°02'14"W. A DISTANCE OF 1089.81 FEET;

THENCE N.16°53'51"W., A DISTANCE OF 30.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 365.03 FEET; THENCE N.16°53'51"W.. A DISTANCE OF 35.00 FEET; THENCE S.73°06'09"W., A DISTANCE OF 414.49 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.68°23'04"W. 31.13 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF S.E. 92ND LOOP, AS RECORDED IN OFFICIAL RECORDS BOOK 5706, PAGE 541, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 77°01'35", A DISTANCE OF 33.61 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 3905.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.33°57'05"W. 555.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 08°09'36", A DISTANCE OF 556.15 FEET; THENCE N.33°12'06"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3915.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.41°46'52"W. 307.39 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°29'59", A DISTANCE OF 307.47 FEET; THENCE N.50°21'38"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.84 FEET TO A POINT ON A 3905.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.46°06'38"W. 79.04 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°09'35", A DISTANCE OF 79.04 FEET; THENCE N.46°41'26"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 19.11 FEET; THENCE N.32°51'30"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 62.74 FEET; THENCE N.00°28'15"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1091.25 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

P:\UG\Vandeven\Sandy Clay\DRA Agreement\Exchange Agreement (DRA-Sandy Clay) JG 1-19-24.docx

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2025 Property Record Card

Real Estate

37896+000-01

Prime Key: 3792751

[MAP IT+](#)

Current as of 3/18/2025

Property Information

WRA
MARION COUNTY
412 SE 25TH AVE
OCALA FL 34471-2687

Taxes / Assessments:

Map ID: 236

Millage: 9001 - UNINCORPORATEDM.S.T.U.PC: 94

Acres: 14.89

2024 Certified Value

Land Just Value	\$744	
Buildings	\$0	
Miscellaneous	\$0	
Total Just Value	\$744	<u>Ex Codes:</u> 14
Total Assessed Value	\$744	
Exemptions	(\$744)	
Total Taxable	\$0	

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$744	\$0	\$0	\$744	\$744	\$744	\$0
2023	\$744	\$0	\$0	\$744	\$744	\$744	\$0
2022	\$744	\$0	\$0	\$744	\$744	\$744	\$0

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<u>5706/0541</u>	07/2012	07 WARRANTY	0	U	V	\$100

Property Description

SEC 28 TWP 16 RGE 23

WRA LYING WITHIN THE FOLLOWING DESC PROPERTY:

COM AT THE SW COR OF SEC 28 TH N 00-31-21 E 224.02 FT TO THE POB TH CONT N 00-31-21 E 36.68 FT TH N 73-06-09 E 358.07 FT TH N 16-53-51 W 10 FT TH N 73-06-09 E 339.81 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 25 FT A CENTRAL ANGLE OF 103-29-44 A CHORD BEARING & DISTANCE OF N 21-21-17 E 39.26 FT TH ALONG ARC OF CURVE 45.16 FT TO THE PCC OF A CURVE CONCAVE SWLY HAVING A RADIUS OF 3720 FT A CENTRAL ANGLE OF 15-48-54 A CHORD BEARING & DISTANCE OF N 38-18-02 W 1023.54 FT TH ALONG ARC OF CURVE 1026.81 FT TH S 89-56-57 E 274.75 FT TO A PT OF A NON-TANGENT CURVE CONCAVE SWLY HAVING A RADIUS OF 3915 FT A CENTRAL ANGLE OF 03-46-14 A CHORD BEARING & DISTANCE OF S 41-24-59 E 257.59 FT TH ALONG ARC OF CURVE 257.64 FT

Attachment A

TH S 33-12-06 E 102.84 FT TO A PT ON A NON-TANGENT CURVE CONCAVE SWLY HAVING A RADIUS OF 3905 FT A CENTRAL ANGLE OF 08-09-36 A CHORD BEARING & DISTANCE OF S 33-57-05 E 555.67 FT TH ALONG ARC OF CURVE 556.15 FT TO THE PT OF REVERSE CURVATURE OF A CURVE CONCAVE NLY HAVING A RADIUS OF 25 FT A CENTRAL ANGLE OF 77-01-34 A CHORD BEARING & DISTANCE OF S 68-23-04 E 31.13 FT TH ALONG ARC OF CURVE 33.61 FT TH N 73-06-09 E 413.49 FT TH S 16-53-51 E 35 FT TH N 73-06-09 E 365.03 FT TH S 16-53-51 E 30 FT TH S 73-06-09 W 1724.08 FT TO THE POB & BEGIN AT THE W 1/4 OF SEC 28 TH N 89-57-55 E 88.40 FT TH S 00-28-15 W 1091.06 FT TH S 32-51-30 E 62.74 FT TH S 46-41-26 E 19.11 FT TO THE POC OF A CURVE CONCAVE SWLY HAVING A RADIUS OF 3905 FT A CENTRAL ANGLE OF 01-09-35 A CHORD BEARING & DISTANCE OF S 46-06-38 E 79.04 FT TH ALONG ARC OF CURVE 79.04 FT TH S 50-21-38 E 102.84 FT TO A PT ON A NON-TANGENT CURVE CONCAVE SWLY HAVING A RADIUS OF 3915 FT A CENTRAL ANGLE OF 00-43-45 A CHORD BEARING & DISTANCE OF S 43-39-59 E 49.82 FT TH ALONG ARC OF CURVE 49.82 FT TH N 89-56-57 W 262.89 FT TH N 46-41-26 W 64.08 FT TH N 00-31-21 E 1269.08 FT TO THE POB
SEC 29 TWP 16 RGE 23
BEGIN AT THE E 1/4 COR OF SEC 29 TH S 00-31-21 W 1269.08 FT TH N 46-41-26 W 248.57 FT TH N 70-07-09 W 32.70 FT TH N 46-41-26 W 70 FT TH N 43-49-41 W 400.50 FT TH N 46-41-26 W 156.31 FT TH N 00-26-19 E 643.66 FT TH S 89-57-58 E 660.28 FT TO THE POB &
COM AT THE E 1/4 COR OF SEC 29 TH N 89-57-58 W 1320.57 FT TO THE POB TH S 00-21-17 W 60.42 FT TH S 89-37-49 W 18.29 FT TH N 00-21-22 W 52.18 FT TH N 46-41-26 W 12.20 FT TH S 89-57-58 E 27.87 FT TO THE POB &
COM AT THE E 1/4 COR OF SEC 29 TH N 89-57-58 W 660.28 FT TO THE POB TH S 00-26-19 W 643.66 FT TH N 46-41-26 W 93.69 FT TH S 43-18-34 W 15 FT TH N 46-41-26 W 650 FT TH N 43-18-34 E 15 FT TH N 46-41-26 W 107.48 FT TH S 89-37-49 W 36.37 FT TH N 00-21-17 E 60.42 FT TH S 89-57-58 E 660.28 FT TH THE POB

Parent Parcel: 37896-000-01

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
9470		.0	.0	A1	14.89	AC							
Neighborhood 8500G - SE 110TH STREET RD & W OF 92ND													
Mkt: 10 70													

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
------	-----------	------	------	---------	-------	--------	-------

Appraiser Notes

Planning and Building

** Permit Search **

Permit Number	Date Issued	Date Completed	Description

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2025 Property Record Card

Real Estate

37896-000-00

Prime Key: 937215

[MAP IT+](#)

Current as of 3/18/2025

Property Information

SANDY CLAY LLC
4349 SE 20TH ST
OCALA FL 34471-5670

Taxes / Assessments:

Map ID: 255

Millage: 9001 - UNINCORPORATEDM.S.T.U.PC: 69

Acres: 104.23

2024 Certified Value

Land Just Value	\$2,724,155		
Buildings	\$0		
Miscellaneous	\$0	Impact	
Total Just Value	\$2,724,155	Land Class Value	(\$1,015,440)
Total Assessed Value	\$1,708,715	Total Class Value	\$1,708,715
Exemptions	\$0	<u>Ex Codes:</u> 08	\$1,708,715
Total Taxable	\$1,708,715		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$2,724,155	\$0	\$0	\$2,724,155	\$1,708,715	\$0	\$1,708,715
2023	\$2,724,155	\$0	\$0	\$2,724,155	\$78,173	\$0	\$78,173
2022	\$999,774	\$0	\$0	\$999,774	\$14,592	\$0	\$14,592

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7908/1415	10/2022	07 WARRANTY	9 UNVERIFIED	Q	V	\$3,000,000
7908/1404	10/2022	70 OTHER	0	U	V	\$100
7139/1230	02/2020	60 CRT ORD	0	U	V	\$100
7139/1231	10/2019	74 PROBATE	0	U	V	\$100
6260/0641	04/2015	07 WARRANTY	7 PORTIONUND INT	U	V	\$100
6260/0636	04/2015	26 TRUSTEE	7 PORTIONUND INT	U	V	\$100
6260/0631	04/2015	26 TRUSTEE	7 PORTIONUND INT	U	V	\$100
6260/0598	01/2015	71 DTH CER	0	U	V	\$100
6199/1993	01/2015	74 PROBATE	0	U	V	\$100
5706/0541	07/2012	43 R-O-W	0	U	V	\$100
4771/0537	04/2007	07 WARRANTY	7 PORTIONUND INT	U	V	\$100

Property Description

Attachment A

SEC 28 TWP 16 RGE 23

BEGIN AT THE NW COR OF SW 1/4 OF SEC 28 TH N 89-57-59 E 88.40 FT TO THE POB TH CONT N 89-57-59 E 2587.12 FT TH

S 00-06-26 W 1585.15 FT TH S 73-02-14 W 1089.81 FT TH N 16-53-51 W 30 FT TH S 73-06-09 W 365.03 FT TH

N 16-53-51 W 35 FT TH S 73-06-09 W 414.49 FT TO THE POC OF A 25 FT RADIUS CURVE CONCAVE NELY HAVING A CHORD BEARING & DISTANCE OF N 68-23-04 W 31.13 FT TH NWLY ALONG ARC OF CURVE THRU A CENTRAL ANGLE OF

77-01-35 A DISTANCE OF 33.61 FT TO THE PT OF COMPOUND CURVATURE WITH A 3905 FT RADIUS CURVE CONCAVE SWLY

HAIVNG A CHORD BEARING & DISTANCE OF N 33-57-05 W 555.68 FT TH NWLY ALONG ARC OF CURVE THRU A CENTRAL

ANGLE OF 08-09-36 A DISTANCE OF 556.15 FT TH N 33-12-06 W 102.84 FT TO A PT ON A 3915 FT RADIUS CURVE CONCAVE SWLY HAVING A CHORD BEARING & DISTANCE OF N 41-46-52 W 307.39 FT TH NWLY ALONG ARC OF CURVE THRU

A CENTRAL ANGLE OF 04-29-59 A DISTANCE OF 307.47 FT TH N 50-51-38 W 102.84 FT TO A PT ON A 3905 FT RADIUS CURVE CONCAVE SWLY HAVING A CHORD BEARING & DISTANCE OF N 46-06-38 W 79.04 FT TH NWLY ALONG ARC OF CURVE

THRU A CENTRAL ANGLE OF 01-09-35 A DISTANCE OF 79.04 FT TH N 46-41-26 W 19.11 FT TH N 32-51-30 W 62.74 FT TH

N 00-28-15 E 1091.25 FT TO THE POB

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
6940		.0	.0	PUD	1,742,400.00	SF							
9994		.0	.0	PUD	1.00	UT							
9902		.0	.0	PUD	2,797,859.00	SF							

Neighborhood 8500G - SE 110TH STREET RD & W OF 92ND

Mkt: 10 70

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
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Appraiser Notes

Planning and Building

** Permit Search **

Permit Number	Date Issued	Date Completed	Description
2013070332	7/1/2013	2/24/2015	TEMPORARY COMMERCIAL DRIVEWAY

TECHNICAL MEMORANDUM

March 5, 2025

Project# 31370

To: Michael Olson

Taylor Morison Tampa

10210 Highland Manor Drive, Suite 400A

Tampa, FL 33610

From: Kok Wan Mah, PE; Misbaou Bah

RE: Sandy Clay Property – Methodology

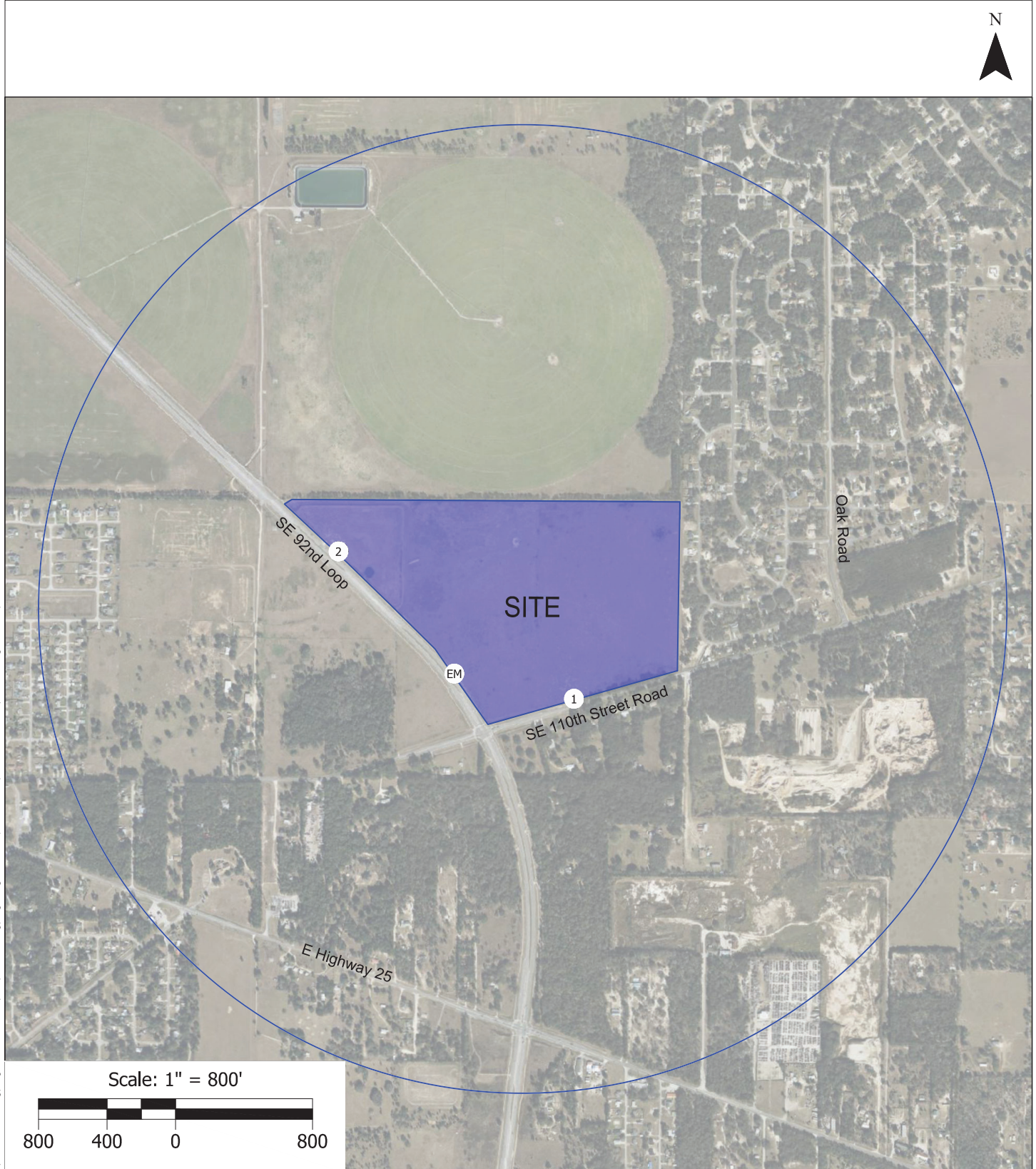
Introduction and Project Description

This technical memorandum provides a recommended Transportation Impact Study (TIS) methodology for the proposed Sandy Clay Property project located in Marion County, Florida, on the northeast corner of SE 92nd Loop and SE 110th Street Road. The site consists of the following parcel IDs: 37896-000-00 and 37896-000-01, on 119.69 acres. The proposed project includes up to 434 single family residential units.

The development will be constructed in a single phase with an anticipated buildout year of 2028. Access to the proposed property will be three (3) driveways, one full access driveway on SE 110th Street Road, a northern left/right-in with a right-out access on SE 92nd Loop and a southern right-in/right-out emergency access on SE 92nd loop. **Figure 1** shows the location of the proposed site. The site plan is found in **Appendix A**.

The proposed methodology is based on the requirements contained in the *Marion County Traffic Impact Analysis Guidelines*.

H:\31\31370 - Taylor Morrison Sandy Clay TIA\Methodology\Figures\31370 Sandy Clay Methodology Figs.dwg Mar 05, 2025 - 1:00pm - mtbah Layout Tab: Fig01_Vicinity



- - Study Area
- ⊗ - Site Accesses
- ⓔ - Emergency Access

Site Vicinity Map & Study Area
Belleview, Florida

Figure
1

Trip Generation

The trip generation analysis was conducted using information published by the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. **Table 1** summarizes the resulting trip generation analysis for the total weekday daily, weekday AM and Weekday PM peak hour vehicles trip generation for the proposed development. As the development is anticipated to consist of a single land use group (residential), no internal capture or pass-by trips would be generated by the site.

Table 1: Project Trip Generation

Land Use	ITE Code	Intensity	Weekday Daily Trips	AM Peak Period			PM Peak Period		
				In	Out	Total	In	Out	Total
Single-Family Detached Housing	210	434 DU	3,894	71	212	283	249	146	395

The proposed development is expected to generate 3,894 new daily trip ends, 283 new AM peak hour trips, and 395 new PM peak hour trips for the buildout condition. The ITE Trip Generation summary sheets can be found in **Appendix B**.

Trip Distribution & Assignment

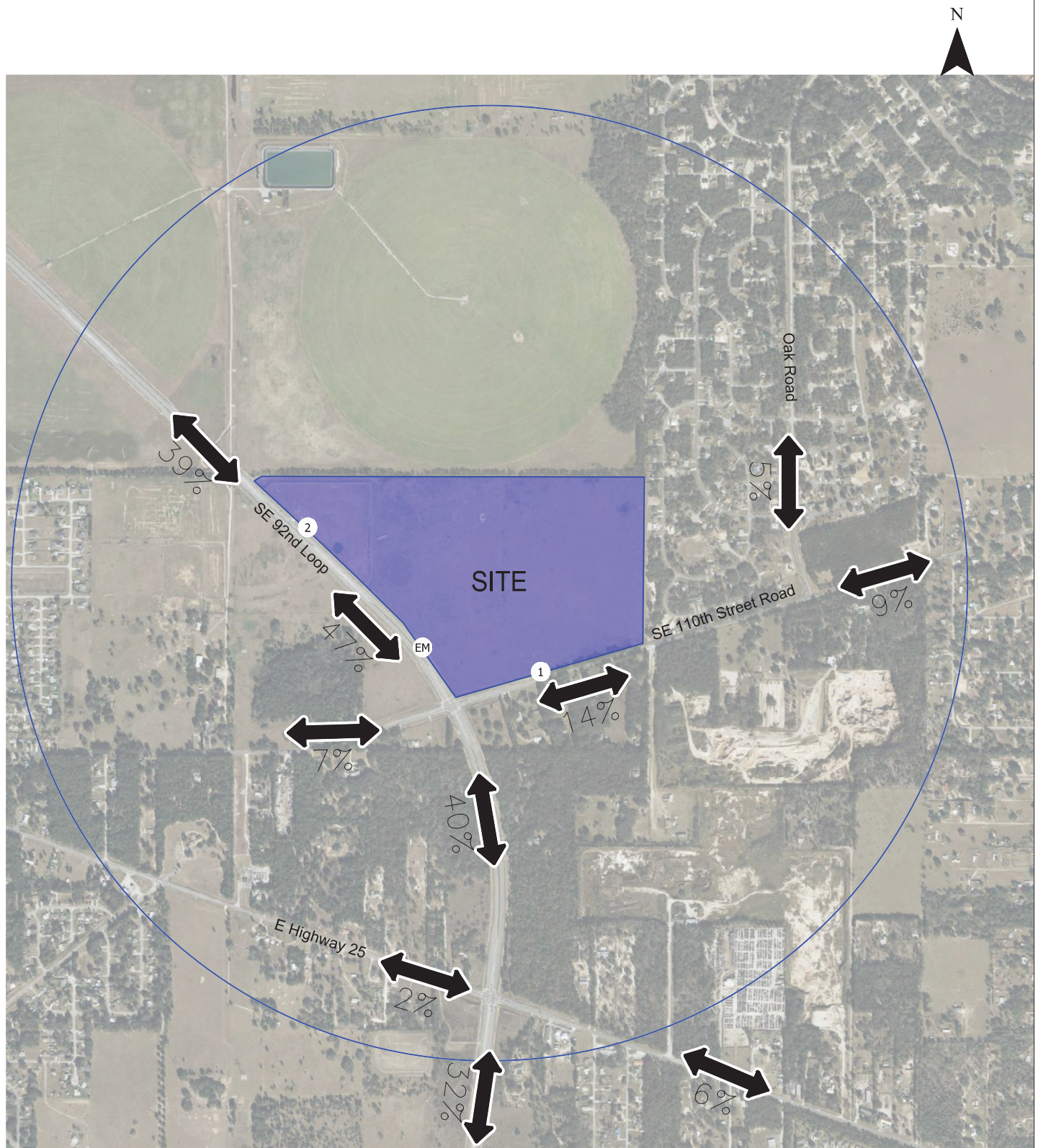
The project trip distribution and assignment were estimated based on a select zone analysis using the Central Florida Regional Planning Model (CFRPM), Version 7, project driveway distribution, and local traffic patterns. The models provide a macroscopic assignment of project trips within the study area. The model plot is included in **Appendix D**.

The CFRPM depicts approximately 38.8% of project traffic travels to/from the north on SE 92nd Loop, 39.8% of project traffic travels to/from the south on SE 92nd Loop, 7.1% of project traffic travels to/from the west on SE 110th Street Road and 14.3% of project traffic travels to/from the east of SE 110th Street Road. **Figure 2** summarizes the proposed distribution and assignment.

Planned and Programmed Improvements

The extension of Emerald Road from existing Emerald Road to SE 92nd Loop will be considered for future conditions as a two-lane road. It is assumed that the intersection of SE 92nd Loop at Emerald Road will be signalized.

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(X) - Site Accesses

(EM) - Emergency Access

() - Study Area

XX% Trip Distribution Percentage

Proposed Site Trip Distribution
Belleview, FloridaFigure
2

Study Area Determination

Per *Marion County Traffic Impact Analysis Guidelines*, a study area for a Traffic Study level of analysis includes public roadways where the net new project's traffic consumes at least three (3) percent of the maximum service volume based on the adopted level of service. **Table 2** presents the project's significance review. Roadway segment maximum service volumes and the existing traffic counts were obtained from the Ocala Marion Congestion Management Process (CMP), dated August 2023, included in **Appendix C**. Project trips were calculated using trips generated by the proposed development and trip distribution presented in previous sections.

Based on the expected trip generation, distribution, assignment, and significance review, it is recommended that the following roadway segment and intersections be evaluated in the TIA.

Roadway segments:

- SE 92nd Loop
 - SR 35 to SE 110th Street Road
 - SE 110th Street Road to CR 25
- SE 110th Street Road
 - SE 92nd Loop to Oak Road

Intersections:

1. SE 92nd Loop at SE 110th Street Road (Signalized)
2. SE 92nd Loop at Access 2 (Stop Controlled)
3. SE 110th Street Road at Access 1 (Stop Controlled)
4. SR 35 at SE 92nd Place Road (Signalized)
5. Oak Road at SE 110th Street Road (Stop controlled)
6. US 441 at SE 132nd Street Road (Signalized)
7. SE 92nd Loop at Emerald Road (future connection and signal)

Counts from the intersection turning movements will be used to develop existing baseline volumes.

Table 2. Project Trip Significance

Segment ID	Road Name	From/To	Lanes	Func. Class	Daily Capacity	Peak hour Dir Capacity	2023 AADT	2023 PHPD Volume*	% of Project Trips	#PM Project Trips	Project Sig	v/c	Significant	Adjacent to Site?	In Study Area
1010	SE 92 LOOP	SR 35 to Access 2	4	Arterial	67,770	3,357	12,400	618	39%	97	2.89%	0.18	No	Yes	Yes
1010	SE 92 LOOP	Access 2 to SE 110 ST RD	4	Arterial	67,770	3,357	12,400	618	47%	117	3.49%	0.18	Yes	Yes	Yes
9999	SE 92 LOOP	CR 25 to SE 110 ST RD	4	Collector	35,820	792	10,300**	514	40%	100	12.63%	0.65	Yes	Yes	Yes
3840.1	SE 110 ST RD	CR 25 to SE 92 Lp	2	Collector	29,340	1,449	3,400	170	7%	17	1.17%	0.12	No	No	No
3840.1	SE 110 ST RD	SE 92 Lp to Oak Rd	2	Collector	29,340	1,449	3,400	170	14%	35	2.42%	0.12	No	Yes	Yes
3850.1	SE 110 ST RD	Oak Rd to CR 464	2	Collector	29,340	1,449	3,400	170	10%	25	1.73%	0.12	No	No	No
5090.1	SR 35	SE 92nd Pl to Laurel Rd	4	Arterial	58,485	3,056	27,600	1,376	14%	35	1.15%	0.45	No	No	No
5080.1	SR 35	SR 25 to SE 92nd Pl	4	Arterial	32,970	1,722	12,700	633	1%	2	0.12%	0.37	No	No	No
6750.2	US 441	CR 25A to US 301	4	Arterial	38,430	1,901	18,300	912	0%	0	0.00%	0.48	No	No	No
6750.4	US 441	SE 92 Place Lp to CR 25A	4	Arterial	38,430	1,901	18,200	907	1%	2	0.11%	0.48	No	No	No
6770	US 441	US 301 to CR 484	4	Arterial	38,430	1,901	27,800	1,386	0%	0	0.00%	0.73	No	No	No

March 5, 2025

Sandy Clay Property – Methodology

Page 7

Study Area Determination

Segment ID	Road Name	From/To	Lanes	Func. Class	Daily Capacity	Peak hour Dir Capacity	2023 AADT	2023 PHPD Volume	% of Project Trips	#PM Project Trips	Project Sig	v/c	Significant	Adjacent to Site?	In Study Area
6780	US 441	CR 484 to SE 110 ST	4	Arterial	38,430	1,901	27,800	1,386	0%	0	0.00%	0.73	No	No	No
6790	US 441	SE 110 ST to SE 92 PL RD	4	Arterial	38,430	1,901	27,800	1,386	4%	10	0.53%	0.73	No	No	No
6840	US 441	SE 92 PL Rd to SE 73 ST	4	Arterial	38,430	1,901	27,800	1,386	14%	35	1.84%	0.73	No	No	No
1100.4	CR 25	SE 108 Ter Rd to SE 92 PL Loop	2	Collector	29,340	1,449	7,000	349	6%	15	1.04%	0.24	No	No	No
1110.4	CR 25	SE 92 PL Loop to SE 110 ST	2	Collector	29,340	1,449	9,900	494	2%	5	0.35%	0.34	No	No	No
3830.1	CR 25	SE 110 ST to SR 35	2	Collector	30,807	1,521	9,900	494	7%	17	1.12%	0.32	No	No	No
3590.1	OAK Rd	SE 110 ST to CR 464	2	Collector	29,340	1,449	6,000	299	5%	12	0.83%	0.21	No	No	No
1770	CR 464	Oak Rd to Emerald RD N	4	Arterial	35,820	1,800	15,600	778	0%	0	0.00%	0.43	No	No	No
1790	CR 464	Emerald RD S to SE 110 ST	4	Arterial	35,820	1,800	9,300	464	0%	0	0.00%	0.26	No	No	No

*D -factor of 0.09 and K-Factor of 0.554 were applied to the AADT based on FDOT count station site 367020 to develop the PHPD Volumes.

**The 2023 AADT was not included in the Marion County CMP Database. The value was obtained from the FDOT Florida Traffic Online website (cosite: 367020).

A-70

FUTURE VOLUMES BUILDOUT (2028)

Traffic counts will be collected at the study intersections, including heavy vehicles percentages. The seasonal factor will be applied to existing peak hour data. If the seasonal factor is less than 1.0, then the counts will not be seasonally adjusted.

Historical average annual daily traffic (AADT) volumes along the study roadways were initially reviewed using data from the Ocala Marion Transportation Planning Organization (TPO) Database, as included in **Appendix C**. A composite growth rate of 0.6% annually was determined, as shown in **Table 3**. For a conservative approach, an annual growth rate of 1.00% is proposed for future conditions analysis for all study roadway segments. The calculated composite annual average is based on the weighted average growth rate for the study area roadways published in the Ocala Marion CMP Database. **Table 3** presents the calculation of the composite rate.

Table 3: Growth Rate Determination

Segment	Limits	2023 AADT	Annual Growth Rate	Weighted Growth
SE 92 LOOP	SR 35 to SE 110th ST RD	12,400	1.00%	372
SE 92 LOOP	SE 110 ST RD to US 441	12,400	1.00%	372
SE 92 LOOP	CR 25 to SE 110 ST RD	10,300	1.00%	309
SE 110 ST RD	SE 92 Lp to Oak Rd	3,400	1.00%	102
Composite Annual Average Growth Rate				0.60%

In addition to the annual growth rate, future vested trips will be accounted for in the development of build traffic volumes. A request will be made to Marion County for any approved TIA in the area.

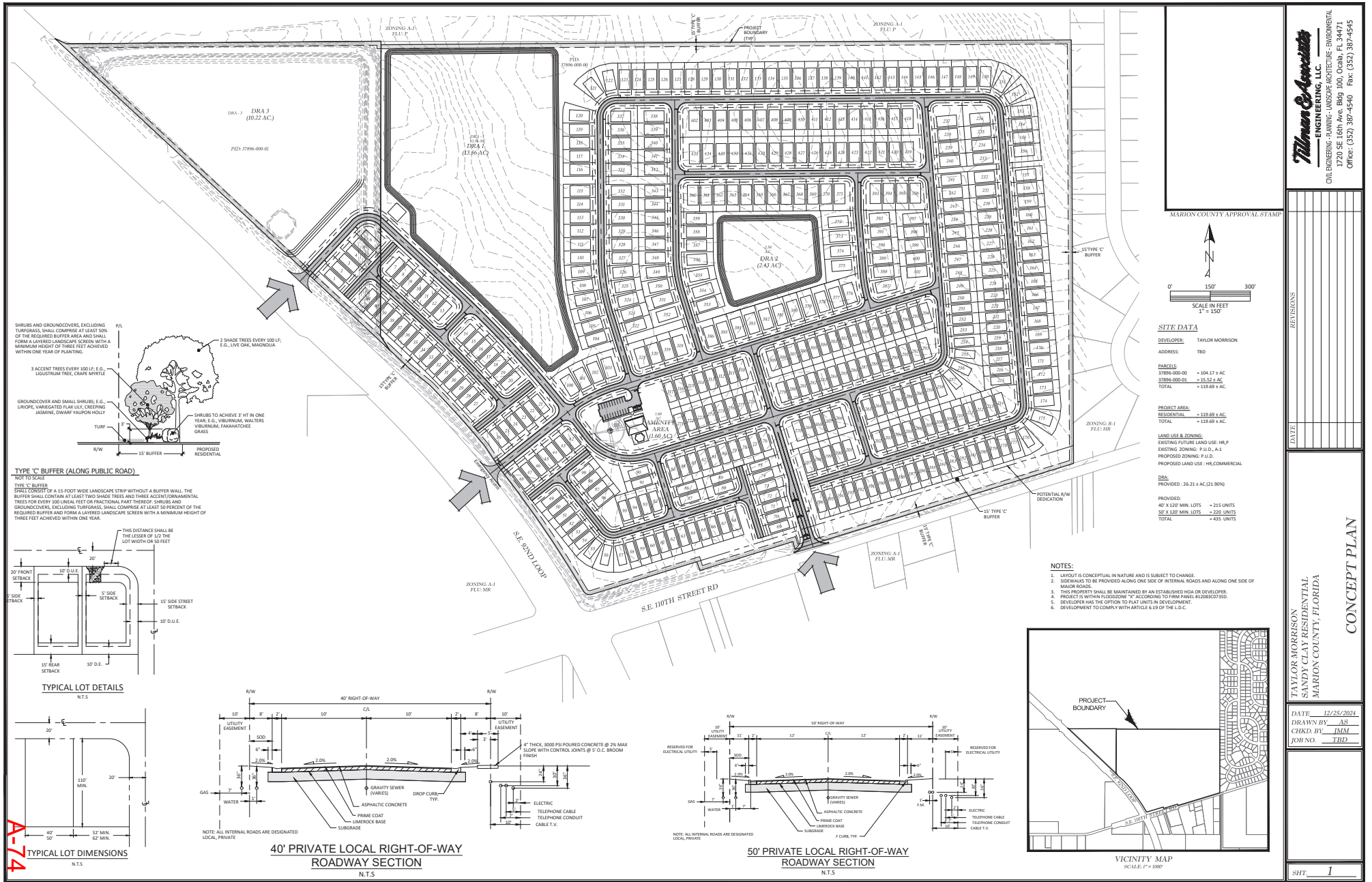
FUTURE CONDITIONS OPERATIONAL ANALYSIS

The TIS will provide an analysis of weekday PM peak hour traffic operations at study intersections within the study area for existing conditions and Future Year 2028 Background (No Build) and Buildout conditions. Site driveways will also include AM peak hour analysis. The intersection operations analyses will use the HCM 7th Edition methodology included in Synchro 12 software. The intersection operational analyses will include an assessment of overall intersection delay and level of service (LOS), as well as queues, delays, and LOS by movement, for the study intersections. Roadway segments will be analyzed for existing and Future Year 2028 No Build and Future Buildout conditions using peak-hour peak0direction roadway capacities published in the *Ocala Marion TPO CMP Database 2023*. For segments where capacities are not provided in the CMP Database, then FDOT Generalized LOS Tables will be used. For roadways or intersections found to be operating deficiently due to the addition of site-generated trips, recommendations will be provided to address the identified deficiencies.

Turn lanes access to the property will be evaluated according to the *FDOT Multimodal Access Management Guidebook* (October 2023): Turn Lanes and U-Turns.

Appendix A | Site Plan

Attachment A



Appendix B | ITE Trip Generation Sheets

Single-Family Detached Housing (210)

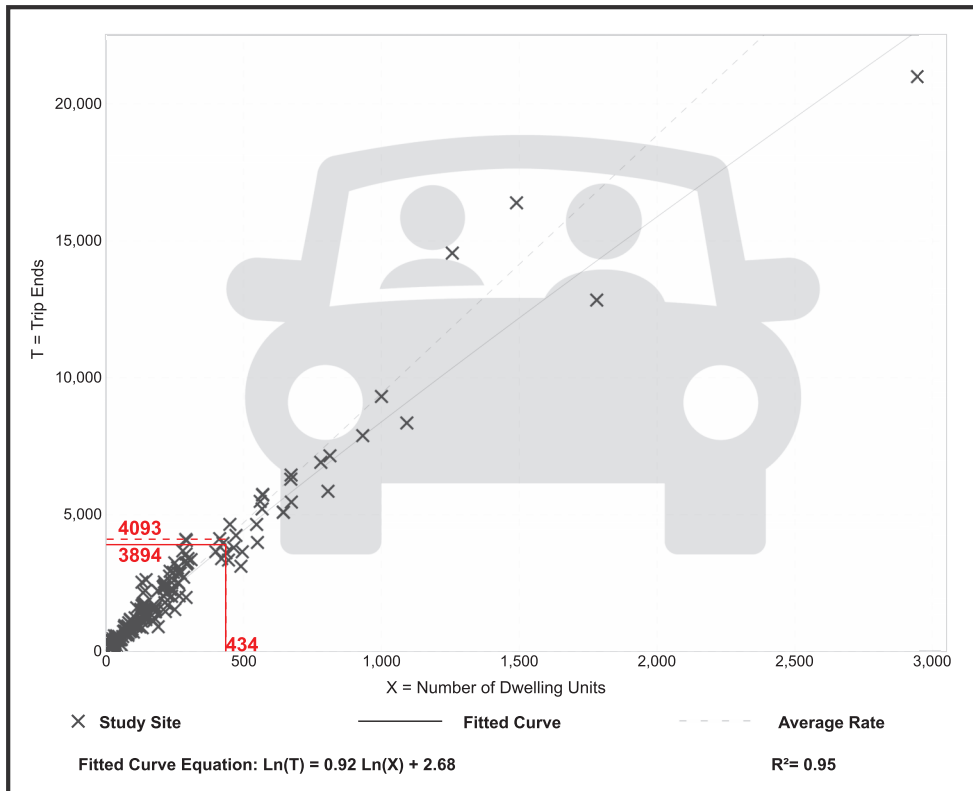
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

**On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 192

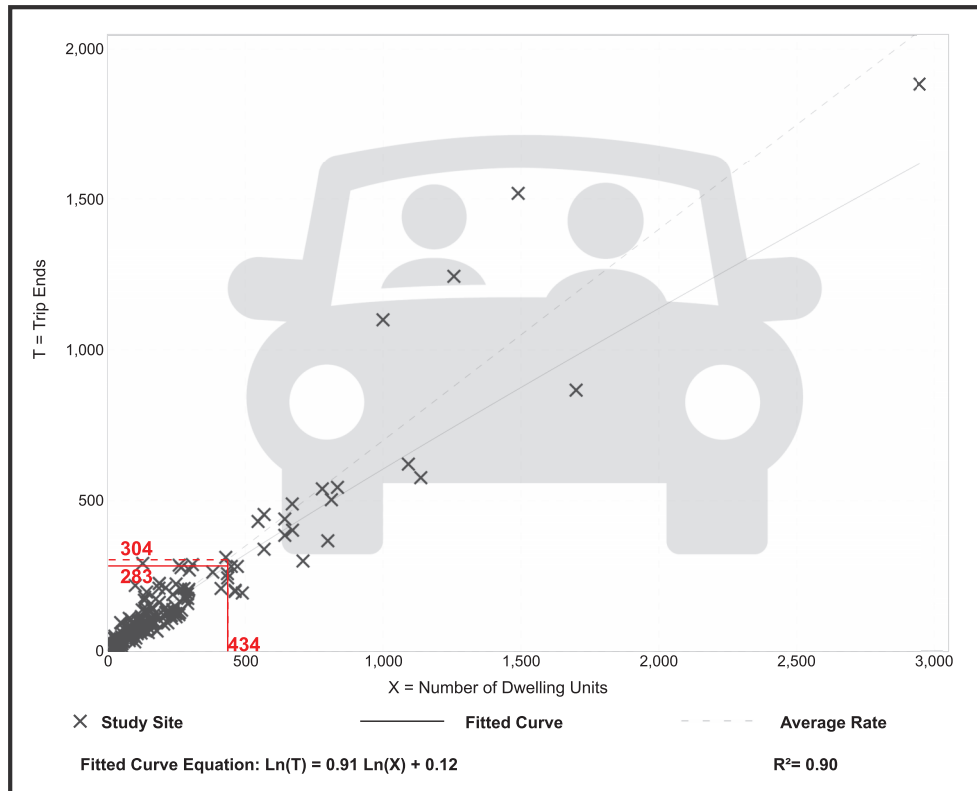
Avg. Num. of Dwelling Units: 226

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

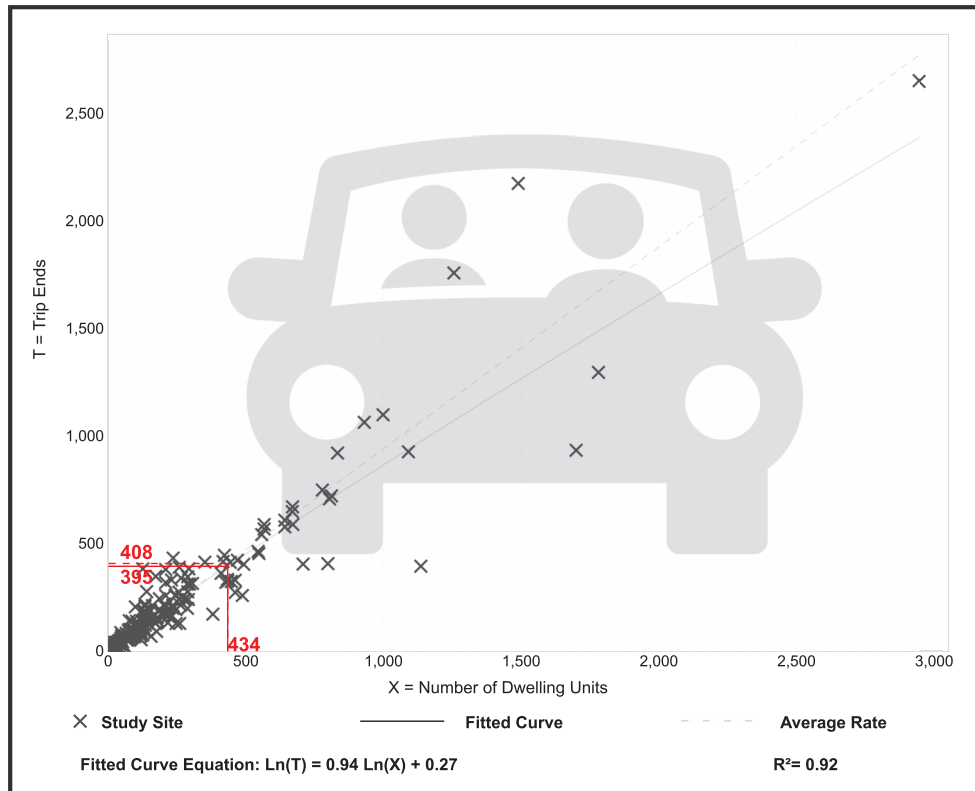
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

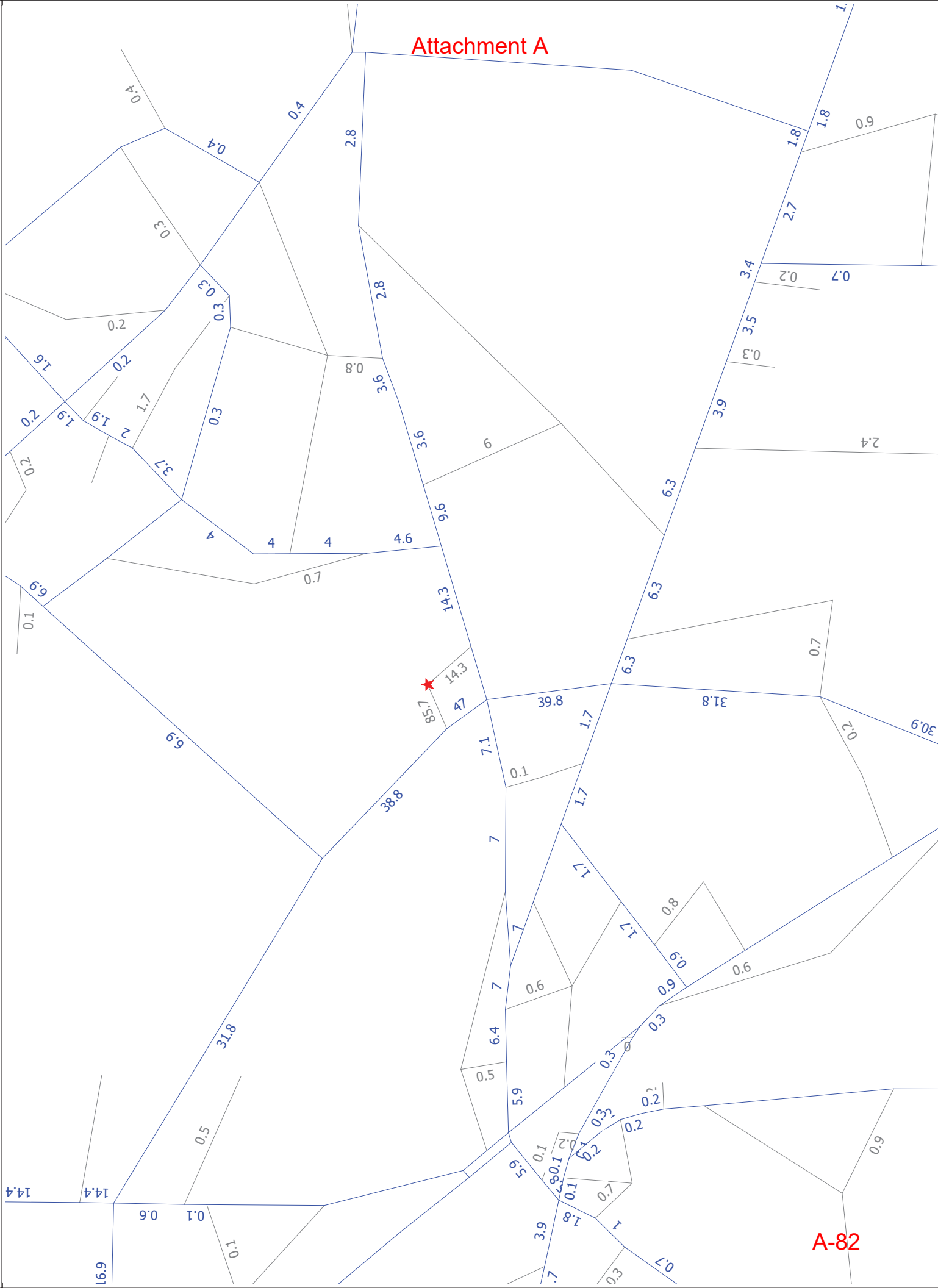
Data Plot and Equation

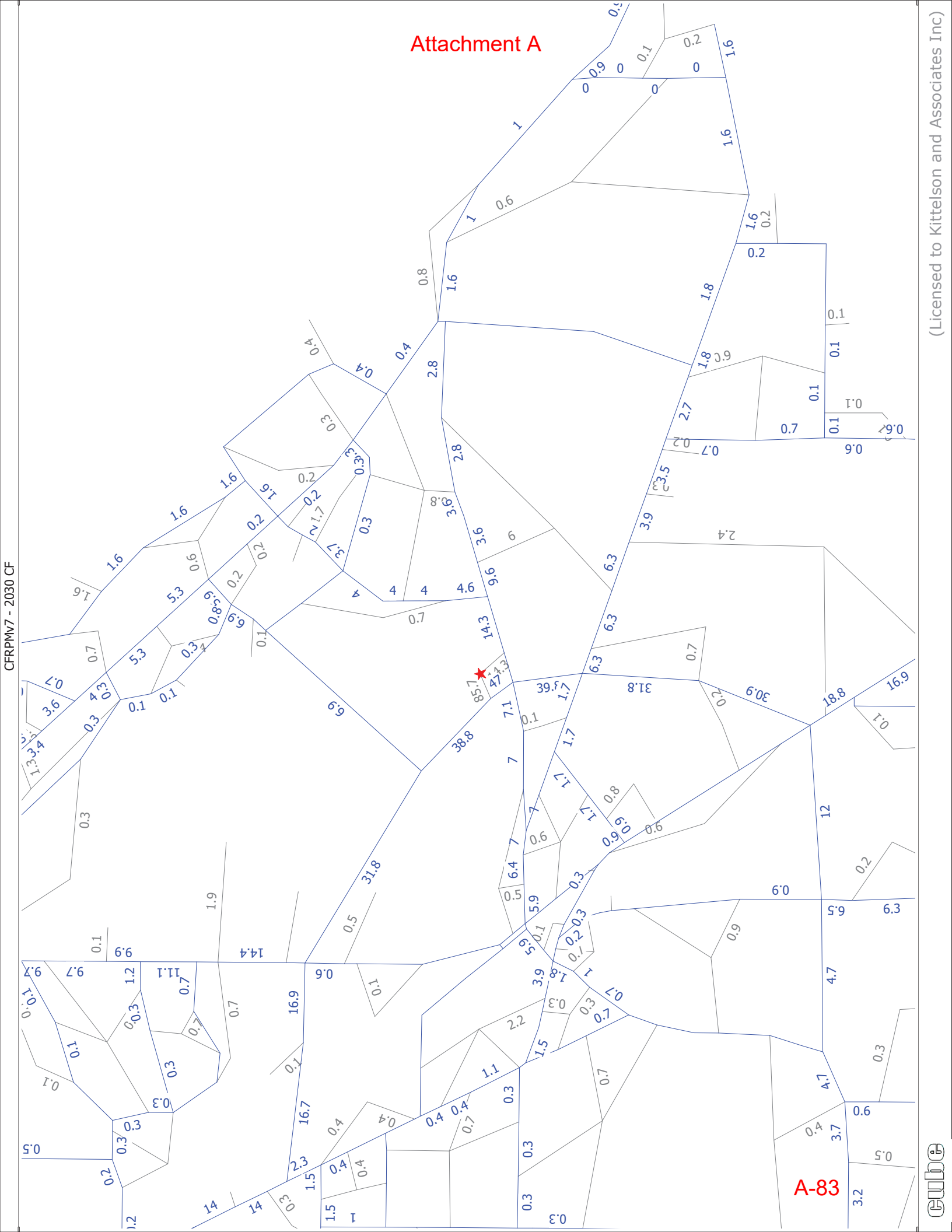


Appendix C | 2023 Marion County CMP Database

SEGMENT ID	ROAD NAME	FROM	TO	LANES (2023)	FUNCTIONAL CLASSIFICATION	FLOW	FDOT CLASS	DAILY SERVICE VOLUME (2023)	PEAK HOUR DIRECTIONAL SERVICE VOLUME (2023)	LANES (2028)	DAILY SERVICE VOLUME (2028)	PEAK HOUR DIRECTIONAL SERVICE VOLUME (2028)	URBAN / RURAL	DIVIDED / UNDIVIDED	MAINTAINING AGENCY	ADOPTED LOS STANDARD	2023 AADT	2023 DAILY V/MSV	2023 DAILY LOS	GROWTH RATE	2028 AADT	2028 DAILY V/MSV	2028 DAILY LOS
1100.4	CR 25	SE 108 TER RD	SE 92 PL LOOP	2	COLLECTOR	UNINTERRUPTED		29,340	1,449	2	29,340	1,449	Urban	U	COUNTY	E	7,000	0.24	B	6.27%	9,500	0.32	B
1110.4	CR 25	SE 92 PL LOOP	SE 110 ST	2	COLLECTOR	UNINTERRUPTED		29,340	1,449	2	29,340	1,449	Urban	U	COUNTY	E	9,900	0.34	B	1.00%	10,400	0.35	B
3830.1	CR 25	SE 110 ST	SR 35	2	COLLECTOR	UNINTERRUPTED		30,807	1,521	2	30,807	1,521	Urban	D	COUNTY	E	9,900	0.32	B	1.00%	10,400	0.34	B
1770	CR 464	EMERALD RD (N)	OAK RD	4	ARTERIAL	INTERRUPTED	1	35,820	1,800	4	35,820	1,800	Urban	D	COUNTY	E	15,600	0.44	C	2.09%	17,300	0.48	C
1790	CR 464	EMERALD RD (S)	SE 110 ST	4	ARTERIAL	INTERRUPTED	1	35,820	1,800	4	35,820	1,800	Urban	D	COUNTY	E	9,300	0.26	C	1.86%	10,200	0.28	C
3590.1	OAK RD	SE 110 ST	CR 464	2	COLLECTOR	UNINTERRUPTED		29,340	1,449	2	29,340	1,449	Urban	U	COUNTY	E	6,000	0.2	B	12.82%	10,900	0.37	C
3840.1	SE 110 ST RD	CR 25	OAK RD	2	COLLECTOR	UNINTERRUPTED		29,340	1,449	2	29,340	1,449	Urban	U	COUNTY	E	3,400	0.12	B	1.00%	3,600	0.12	B
3850.1	SE 110 ST RD	OAK RD	CR 464	2	COLLECTOR	UNINTERRUPTED		29,340	1,449	2	29,340	1,449	Urban	U	COUNTY	E	3,400	0.12	B	1.00%	3,600	0.12	B
9999	SE 92 LOOP	CR 25	SE 110 ST RD	4	COLLECTOR	INTERRUPTED	1	35,820	792	4	35,820	1,800	Urban	D	COUNTY	E	Not Counted	N/A	N/A	1.00%	Not Counted	N/A	N/A
1010	SE 92 PLACE LOOP	SR 35	US 441	4	ARTERIAL	UNINTERRUPTED		67,770	3,357	4	67,770	3,357	Urban	D	COUNTY	E	12,400	0.18	B	1.00%	13,100	0.19	B
5080.1	SR 35	SR 25	SE 92ND PL	4	ARTERIAL	INTERRUPTED		32,970	1,722	4	32,970	1,722	Urban	D	STATE	D	12,700	0.39	C	1.00%	13,400	0.41	C
5090.1	SR 35	SE 92ND PL	LAUREL RD	4	ARTERIAL	INTERRUPTED		58,485	3,056	4	58,485	3,056	Urban	D	STATE	D	27,600	0.47	B	4.27%	34,100	0.58	C
6750.2	US 441	CR 25A	US 301	4	ARTERIAL	INTERRUPTED		38,430	1,901	4	38,430	1,901	Urban	D	STATE	D	18,300	0.48	C	1.00%	19,200	0.50	C
6750.4	US 441	SE 92 PLACE LOOP	CR 25A	4	ARTERIAL	UNINTERRUPTED		38,430	1,901	4	38,430	1,901	Urban	D	STATE	D	18,200	0.47	C	1.00%	19,100	0.50	C
6770	US 441	US 301	CR 484	4	ARTERIAL	INTERRUPTED		38,430	1,901	4	38,430	1,901	Urban	D	STATE	D	27,800	0.72	C	1.00%	29,200	0.76	C
6780	US 441	CR 484	SE 110 ST	4	ARTERIAL	INTERRUPTED		38,430	1,901	4	38,430	1,901	Urban	D	STATE	D	27,800	0.72	C	1.00%	29,200	0.76	C
6790	US 441	SE 110 ST	SE 92 PL RD	4	ARTERIAL	INTERRUPTED		38,430	1,901	4	38,430	1,901	Urban	D	STATE	D	27,800	0.72	C	1.00%	29,200	0.76	C
6840	US 441	SE 92 PL RD	SE 73 ST	4	ARTERIAL	INTERRUPTED		38,430	1,901	4	38,430	1,901	Urban	D	STATE	D	27,800	0.72	C	1.13%	29,400	0.77	C

Appendix D | Model Plots





Attachment A

A-83

