Marion County
Planning & Zoning Commission
Meeting Agenda

Monday, April 24, 2023 **5:30 PM** **McPherson Governmental Campus Auditorium**

Pledge of Allegiance and Invocation

Call to Order

Acknowledgement of Proof of Publication and Mailing and Posting of Notice

Explanation of Procedure for Hearing Requests

1. Consider the Following Requests on Consent

1.1. 23-DA04 -TDC Deltona Land LLC., Development Agreement Regarding a Proposed Planned Unit Development (PUD) 221208ZP. Location: West Side of I-75 and ±0.50 Miles North of SW Hwy 484

1.2. 230501ZC - Diamond D Ranch, LLC., Zoning Change from Community Businesses (B-2) and General Agriculture (A-1) to General Agriculture (A-1), 8.25 Acres. Location: West of W HWY 40 and SW 125th Ave Intersection

2. Consider the Following Individual Requests

2.1. 23-DA05 - Ocala SW 100th LLC., Development Agreement Regarding the Construction of SW 100th Street as Related to the New Strategy Holdings LLC. 51st West PUD (211008Z) and East PUD (211009Z) Location: ±1/4 North of SW 103rd St. Rd, Extending to and Including the SW 100th St. ROW, between SW 49th Avenue and SW 62nd Avenue Road.

2.2. 230504SU - Donna F. Kelley, Special Use Permit to Allow a Private Baseball Facility, in a General Agriculture (A-1) Zone, 15.46 Acres. Location: 7020 NE 17th Terrace

2.3. 230502SU - Shaylon and Chelsie Dulle, Special Use Permit to Allow a Bed and Breakfast and a Wedding Event Venue, in a General Agriculture (A-1) Zone, on 15.57 Acres. Location: 10246 SE 110th Street Road

3. Other Business

4. Review Minutes of Previous Meeting

4.1. March 27, 2023

Marion County

Planning & Zoning Commission

Agenda Item

File No.: 2023-10889 **Agenda Date:** 4/24/2023 **Agenda No.:** 1.1.

SUBJECT:
23-DA04 -TDC Deltona Land LLC., Development Agreement Regarding a Proposed Planned Unit Development (PUD) 221208ZP. Location: West Side of I-75 and ±0.50 Miles North of SW Hwy 484

DESCRIPTION/BACKGROUND:
W. James Gooding III, Esq., on behalf of the landowner, TDC Deltona Land, LLC. has filed a Small-Scale Future Land Use Map Series (FLUMS) amendment application to change the designation of a ±40.21-acre site located on the west side of I-75 and ±0.50 miles north of SW Hwy 484 from Public (P) and Rural Land (RL - 1 du/10 ac), to Employment Center (EC), which allows a density ranging from 0-16 du/ac. The subject property is situated outside the Urban Growth Boundary (UGB) but within the Urban Area of Marion Oaks with the lots previously within the platted area being designated as commerce areas in the master plan for Marion Oaks. The subject site is within the secondary spring's protection overlay zone.

Marion County Growth Services

Date: 4/10/2023 | **P&Z: 4/24/2023 BCC: TBD (Pending 5/16/2023, 5:30 P.M.)**

Application No:
2023-04DA
[AR# 29857]

Type of Application:
Developer's Agreement

Developer's Agreement:
Pending

Related Comprehensive Plan Amendment(s):
22-S20

Related Rezoning(s):
221208ZP

Current Owner(s):
TDC Deltona Land, L.L.C.

Applicant:
W. James Gooding, III, Esq.

Parcel #/Acreage:
Varies; Total ±228.10 AC

Existing Use:
Vacant / forested.

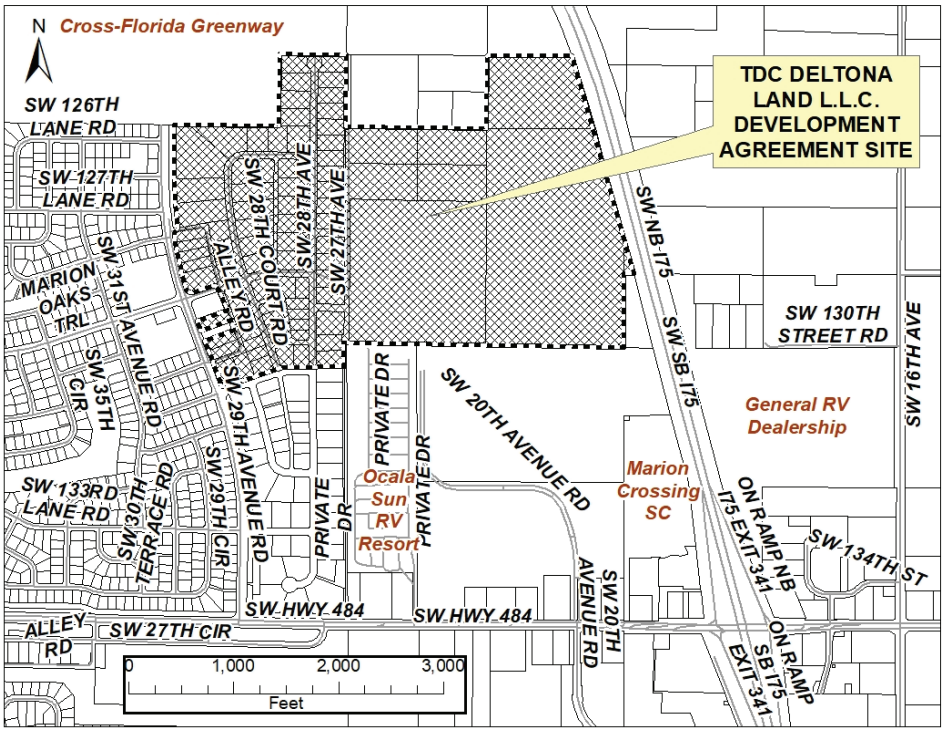
Location: ±1/2-mile north of SW Hwy 484 then extending ±1/2-mile further north, and then extending west from In-75 to SW 29th Avenue Road.

Staff Recommendation:
APPROVAL WITH CONDTIONS

P&Z Recommendation:
TBD

Project Planner:
Christopher D. Rison, AICP, Senior Planner

Code Enforcement Action: N/A



Item Summary

Staff is recommending **APPROVAL** to implement a Chapter 163, Florida Statutes (F.S.) Development Agreement for the design and construction of a north and west extension of SW 20th Avenue Road, expansion of SW 29th Avenue Road, and intersection & signalization improvements at the SW Hwy 484/SW 20th Avenue Road and SW Hwy 484/SW 29th Avenue Road intersections, as related to the proposed Trailhead Commerce Park Planned Unit Development (PUD - 2231009Z) encompassing ±109 acres.

Public Notice

Notice of public hearing was mailed to 49 property owners within 300 feet of the subject property.

Location

The overall site generally begins approximately ½-mile north of SW Hwy 484 and extending approximately ½-mile further north, and then extending west from Interstate 75 (I-75) to SW 29th Avenue Road.

Request

In 2019, the Board of County Commissioners approved the Marco Polo Industries Planned Unit Development (PUD – 190902Z) that included lands northwest of the I-75 and SW Hwy 484 Interchange. The north end of the PUD is currently being developed as the Trailhead Logistics Park for a 940,700 GSF of industrial distribution warehouse (Phase 1 – 681,000 GSF, Phase 2 – 259,700 GSF). The Developer of the Trailhead Logistics Park site has acquired additional land north and northwest of that site, including some lands that were part of an intended Marion Oaks Special

Business/Commerce Park Area from the Deltona Corporation. For the additional land, the Developer has filed a Comprehensive Plan Amendment and PUD Rezoning Applications (22-S20 and 221208ZP, respectively) to create a new commerce park that will then extend north from the Marco Polo Industries PUD to then extend west from I-75 to SW 29th Avenue Road. The resulting development is tentatively titled the "Trailhead Commerce Park" (TCP).

As part of the proposed TCP, the Developer is proposing a series of improvements that will include road construction, road widening, and intersection & signalization activities to coordinate access within the TCP with the surrounding areas. The improvements will enable roadway connectivity between the new park, the Marco Polo Industries PUD, the Marion Oaks community to the west, and other lands to the north, and form an interconnected street network. As such the Developer is proposing a Development Agreement consistent with Chapter 163.3220-3243, F.S. to address the proposed improvements in order to obtain impact fee credits, concurrency reservations, and proportionate share credits. The components of the Development Agreement are outlined below:

#	AGREEMENT	LDC
1	Definitions	Standardizes terms of the Agreement
2	Representations and Warranties	Obligations and requirements of the Parties
3	Development Uses Permitted	List of potential development as required by Chapter 163.3227, F.S.; includes providing for an equivalency matric for the exchange of uses, subject to consistency with the site's PUD.
4	Traffic Study	Identification of completed Study
5	Developer's Construction of Developer's Improvements	Listing of Developer design and construction obligations
6	Conveyance of Right-of-Way (ROW)	Provisions for obtaining and conveying ROW
7	Impact Fee Credits	Provisions for addressing Credits for costs incurred per F.S. and LDC
8	Proportionate Share Mitigation	Provisions for recognition of proportionate share obligations and application of proposed project towards improvement obligations
9	Capacity Reservations	Provisions for reserving traffic capacities based on funds expended/contributed
10	Maintenance	Provisions to address maintenance of improvements
11	Force Majeure	Provisions to address reasonable delays
12	Acknowledgment Upon Compliance	Provides for recognition of completion of improvements
13	Development Permits Required	List of required permits per F.S.
14	Public Facilities	Summary of public facilities potentially affected
15	Additional Provisions	Reference to Agreement's F.S. status
16	General Provisions	Standard Agreement Terms regarding notices, etc. with 30-year duration.

Analysis

The TCP is tentatively projected to include up to 3,600,000 gross square feet (GSF) of industrial warehouse/distribution. Based on the TCP's PUD Master Plan, the Developer provided a Traffic Impact Analysis (TIA) that has been reviewed and approved by staff. The TIA identifies a series of road and intersection improvements necessary to support stages of the development. Further, based on conversations with the staff, the Developer has agreed to provide for roadway improvements within the Marion Oaks

community to ensure the connecting road network is improved in conjunction with the overall infrastructure TCP development and avoid prolonged construction periods over time. The primary improvements to be completed include the following:

1. Construction of a SW 20th Avenue Road extension from the Marco Polo PUD north and west to SW 29th Avenue Road at its intersection with Marion Oaks Trail, completing a roadway "loop" and enabling additional access routes for both the TCP and Marco Polo PUD,
2. Widening/construction for that part of SW 29th Avenue Road extending south from its intersection with the SW 20th Avenue Road extension and Marion Oaks Trail,
3. Intersection improvements at the Hwy 484 & SW 20th Avenue Road intersection,
4. Intersection improvements at the Hwy 484 & SW 29th Avenue Road intersection,
5. Stormwater improvements for the listed road and intersection improvements.

In addition to the listed improvements, the Developer is proposing to key provisions within the Agreement. The first provision requires an update to the TIA to be started within one month after 500,000 GSF of industrial warehouse/distribution space is completed, and that the TIA update will be completed within three months. The second provision provides for a land use equivalency matric that would allow other land uses to be exchanged for amounts of the industrial warehouse/distribution GSF, with the amount of traffic generated being the test for the exchange to ensure there is no net increase the amount of expected traffic to be generated. The potential uses that may be implemented will be based on the TCP's final approved PUD Master Plan, and that consideration is expected to occur in a concurrent public hearing with the consideration of this Agreement.

The proposed road and intersection improvements listed in the Agreement are not scheduled improvements listed in the County's current 5-Year Transportation Improvement Plan (5-Year TIP). County ordinances ordinarily require a project to be listed as part of the 5-Year TIP to be eligible for Impact Fee Credit; however, the Board may authorize such credits for projects outside the 5-Year TIP window if the proposed project is deemed to be an integral part of the major road network and the request obtains a super majority vote for approval (4 out of 5 votes). The County Engineer and Growth Service staffs support the proposal as the project will complete an interconnected and "looped" road network pattern accommodating appropriately spaced signalization connection the commerce park areas and Marion Oaks community to access SW Hwy 484 which is a County designated Major Arterial.

The proposed Agreement reflects the findings of a project traffic study which is attached and proposes other coordinated improvements that will allow simultaneous construction prior to the implementation of individual site development. County staff have reviewed the draft Agreement and provided comments to the Developer and Applicant who are currently preparing revisions. DRC Staff Comments are also attached for reference.

STAFF RECOMMENDATION: APPROVAL, PENDING FINAL REVISIONS (EXPECTED PRIOR TO FINAL BOARD OF COUNTY COMMISSIONER CONSIDERATION)

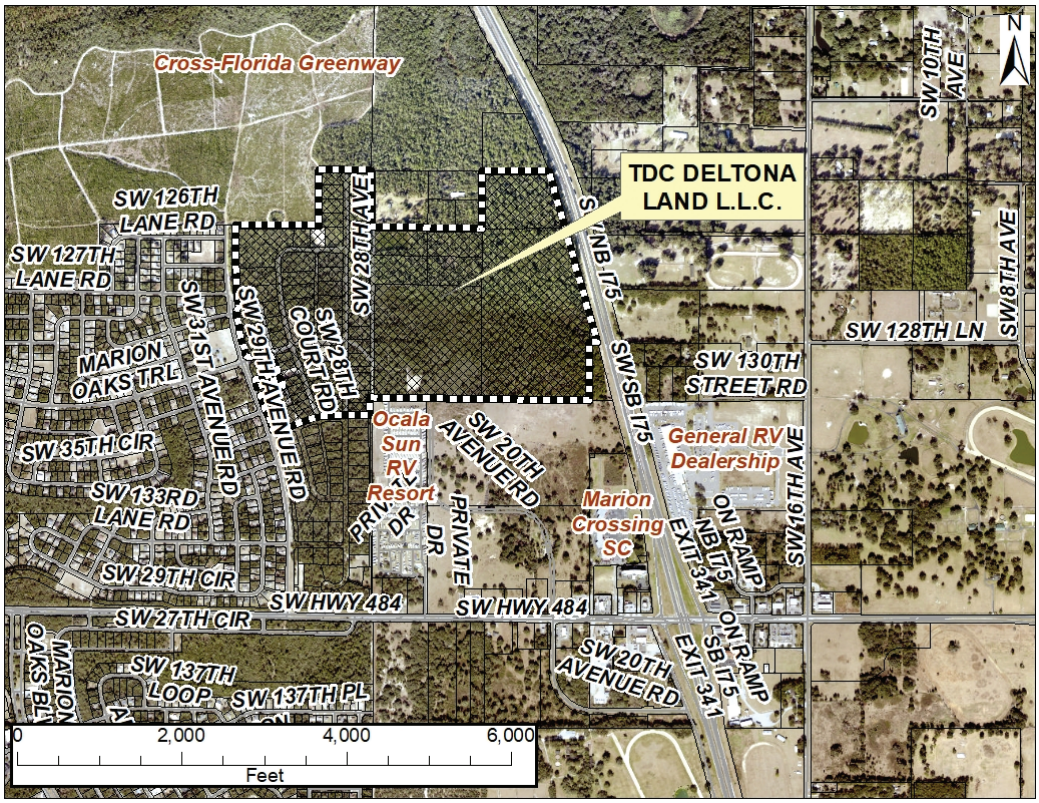
P&Z RECOMMENDATION – 4/24/2023: TBD

BOARD OF COUNTY COMMISSIONER ACTION: TBD (5/16/2023, 2:00 P.M.)

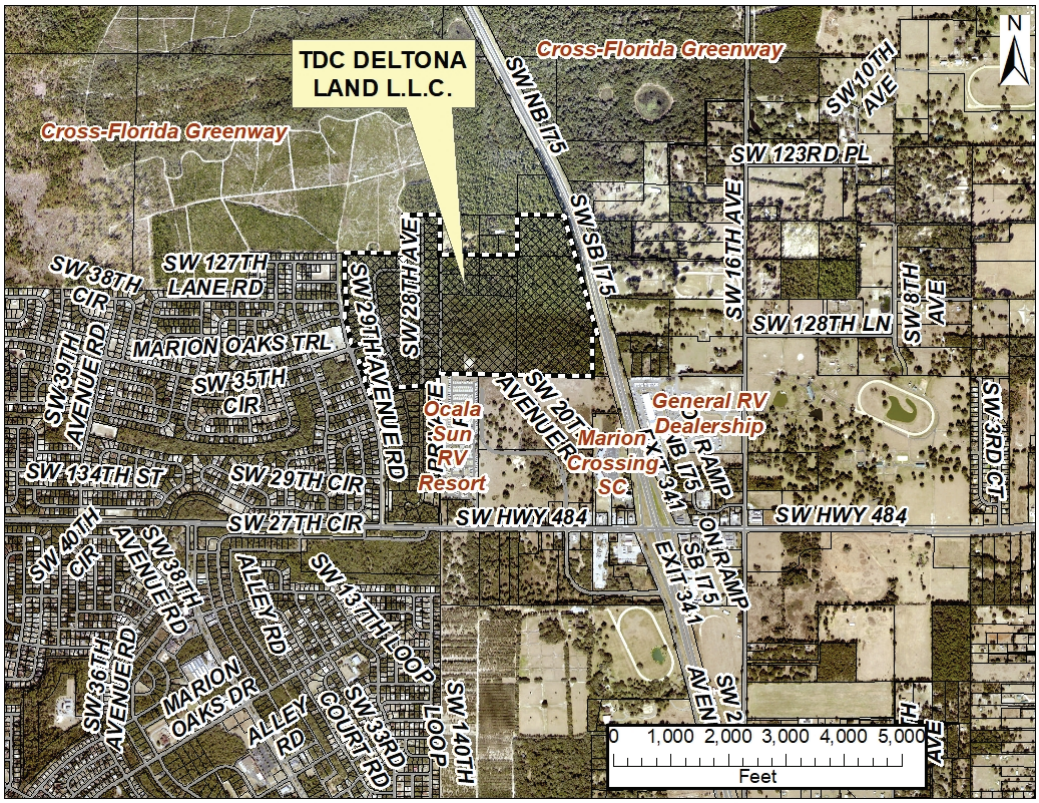
ATTACHMENTS:
A. Draft TDC Deltona Concurrency Development Agreement,
B. Proposed PUD Conceptual Plan Trailhead Commerce Park (221208ZP),

C. DRC Staff review remarks
D. Trailhead Logistics Park North Traffic Impact Analysis January 2023,
E. CPA-22-S20 Staff Report
F. 221208ZP Staff Report

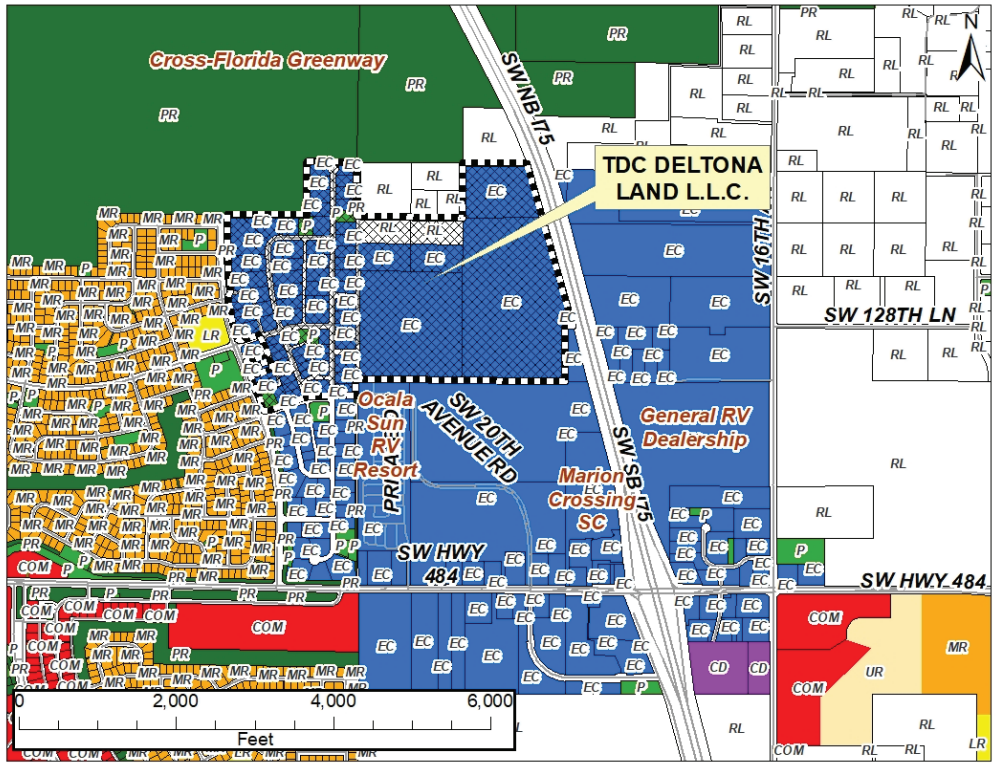
Aerial Map



Enlarged Aerial Location Map



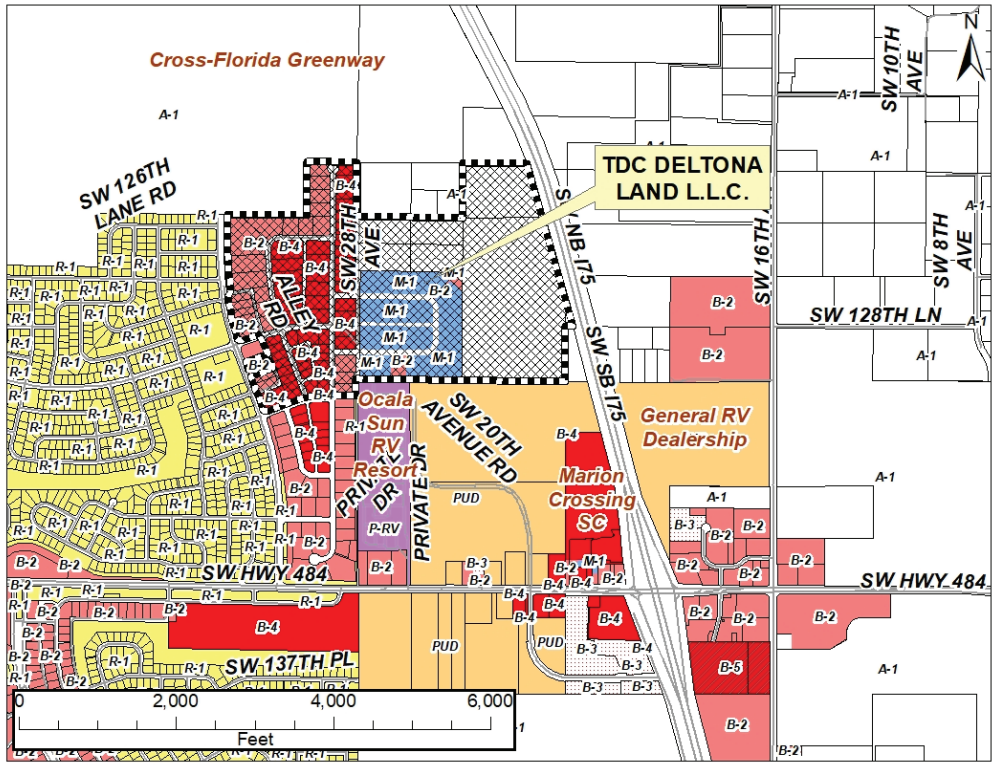
Existing Future Land Use Designations:



Future Land Use Designation Legend

RL - Rural Land (1 du/10 ac)	UR - Urban Residential (8-16 du/ac)	CD - Commerce District (N/A; FAR 2.0)
LR - Low Residential (0-1 du/ac)	COM - Commercial (0-6 du/ac; FAR 1.0)	P - Public (N/A; FAR 1.0)
MR - Medium Residential (1-4 du/ac)	EC - Employment Center (0-12 du/ac; FAR 2.0)	PR - Preservation (N/A; N/A)

Existing Zoning



Zoning District Classifications Legend

A-1 General Agriculture	P-RV Recreational Vehicle Park	B-3 Specialty Business	B-5 Heavy Business	PUD Planned Unit Development
R-1 Single-Family Dwelling	B-2 Community Business	B-4 Regional Business	M-1 Light Industrial	

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

DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR TRANSWESTERN NORTH

THIS DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR TRANSWESTERN NORTH, is executed as of June 6, 2018 (the "Effective Date") by and between:

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- TDC Deltona Land, L.L.C., a Delaware limited liability company ("Developer").

WHEREAS:

A. Developer owns the Property[1] located in Marion County, Florida.

B. Developer has obtained the Transwestern North Approvals pursuant to which County approved:

1). An amendment to the County Comprehensive Plan for a portion of the Property assigning the Property the Economic Commerce ("EC") future land use, which is the same future land use as the rest of the Property has.

2). PUD zoning classification for the Property.

C. Developer intends to develop the Property as an industrial warehouse development as set forth in the Transwestern North Approvals.

D. Kimley-Horn and Associates, Inc. ("Kimley-Horn") has prepared a Traffic Study on behalf of Developer concerning the effect, on Transportation Facilities, of the development of the Property pursuant to the Transwestern North Approvals.

E. Developer and County have agreed that additional new Transportation Facilities, upgrades to existing Transportation Facilities, or Proportionate Share Mitigation by Developer shall be constructed or paid, as applicable, to mitigate the impact on Transportation Facilities caused by future development of the Property, as well as to enhance County's transportation network.

F. Section 1.8.6.D(2)(a)3. of the County CMS provides that, if there is not adequate available capacity in one or more Transportation Facilities, a person may enter into a development agreement with the County which may include methods to provide the development's "proportionate share of additional capacity via proportionate share payments and/or improvements which eliminate and/or

[1] Terms capitalized in these Whereas paragraphs have the meaning set forth in paragraph 1 below.

mitigate the development's proportionate share of deficiencies prior to the development project's impact, consistent with Ch. 163 F.S."

G. Section 10-323 of the County Impact Fee Ordinance provides for a developer to be provided with a credit against Impact Fees pursuant to a written impact fee credit agreement approved by the County Commission for conveyances of ROW and construction or expansion of Transportation Facilities.

H. Developer is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance and Section 163.3180, Florida Statutes.

I. County has provided its Notice of Intent to consider entering in this Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on _____, and _____, and by mailing a copy of the Notice of Intent to owners, and to the persons and entities shown on the most recent Marion County tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

J. The Marion County Planning and Zoning Commission held a public hearing on _____, and the County Commission held a public hearing on _____, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Community Planning Act, and that the development contemplated and permitted by this Agreement is consistent with the Marion County Comprehensive Plan and County LDR.

K. Developer and County are entering into this Agreement pursuant to the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which are incorporated herein by reference), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions**. In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1. *20th Extension* – The extension of SW 20th Avenue Road from its current terminus south of the southern boundary of the Property so that it extends through the Property and intersects with SW 29th Avenue Road pursuant to paragraph 5.2.1.

1.2. *29th Widening* – The widening of that portion of SW 29th Avenue Road that is currently two-laned to a four lane road, together with the construction of the 484-29th Intersection Improvements pursuant to paragraph 5.2.2.

1.3. *484-20th Intersection Improvements* – The Developer Improvements at the intersection of CR 484 and SW 20th Avenue Road based upon the 484-20th Updated Traffic Analysis pursuant to paragraph 5.2.3.

1.4. *484-20th Updated Traffic Analysis* – An updated traffic analysis to be performed by Developer pursuant to paragraph 5.2.4.

1.5. *484-29th Intersection Improvements* – The improvements at the intersection of CR 484 and SW 29th Avenue Road to be constructed by Developer as part of the 20th Extension pursuant to paragraph 5.2.5.

1.6. *Agreement* – This Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, For Transwestern North, as the same may be subsequently amended, modified or supplemented.

1.7. *Community Planning Act* – Section 163.3161, *et seq.*, Florida Statutes (2022).

1.8. *Concept Plan* – A Concept Plan of one or more of the Developer Improvements as set forth in the attached **Exhibit B**.

1.9. *Construct* (regardless of whether the terms is capitalized) – When used in the context of the Developer Improvements: (a) the design, permitting and construction of the Developer Improvements; and (b) conveyance to County of all necessary ROW.

1.10. *Conveyance Standards* – The standards and terms for the conveyance of ROW (including conveyances of fee simple title or grants of easements), as set forth on the attached **Exhibit C**.

1.11. *Conveyed ROW* – ROW owned or hereafter acquired by Developer and conveyed to County in connection with any Developer Improvements or pursuant to this Agreement.

1.12. *County* – Marion County, Florida, a political subdivision of the State of Florida.

1.13. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.

1.14. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.15. *County Commission* – The Board of County Commissioners of Marion County, Florida.

1.16. *County Impact Fee Ordinance* – The "Marion County Impact Fee Ordinance for Transportation Facilities" as defined and codified in Division 2 of Article 10 of the County Code.

1.17. *County LDR* – The County's "Land Development Code," as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified or supplemented.

1.18. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.

1.19. *CR 484* – County Road 484.

1.20. *Credits* – Impact Fee Credits or credit against Proportionate Share Obligations.

1.21. *Deficient Facilities* – One or more Transportation Facilities for which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted

Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.

1.22. *Developer Improvements* – As set forth in paragraph 5.2.

1.23. *Developer Obligations* – The following obligations of Developer under this Agreement:

1.23.1. Construct the Developer Improvements.

1.23.2. Perform the 484-20th Updated Traffic Analysis and construct any 484-20th Intersection Improvements as required thereby.

1.23.3. Convey all Conveyed ROW.

1.24. *Equivalency Matrix* – The Land Use Exchange Matrix adopted as part of the Transwestern North Approvals, an additional copy of which is attached hereto as **Exhibit D**.

1.25. *Force Majeure* – As defined in paragraph 11.

1.26. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any Parcel thereof, all Developer Improvements which are the subject of this Agreement.

1.27. *Impact Fee Credits* – Credits against Impact Fees to be provided to Developer under this Agreement, including under paragraphs 8.2 and 7.

1.28. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code.

1.29. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2023, is January 15, 2024. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2023, is June 30, 2023.

1.30. *Parcel* or *Parcels* – A portion of the Property for which Developer or a Subsequent Owner seeks to undertake activities that constitute the Commencement of Development under this Agreement.

1.31. *Party* or *Parties* – As applicable, either Developer or County.

1.32. *Permits* – All permits necessary for the construction of the Developer Improvements.

1.33. *Plans* – The plans and specifications for the construction of the Developer Improvements, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.

1.34. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as industrial warehouses as contemplated under the terms of this Agreement and the Transwestern North Approvals. The term "Project" shall include all design, permitting and construction of infrastructure including on-site Transportation Facilities; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Developer and County pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.35. *Project Engineer* – The engineering firm or firms retained by Developer to design, permit or perform other obligations of Developer hereunder concerning Developer Improvements to be performed by Developer hereunder. As of the Effective Date, Kimley-Horn is the Project Engineer.

1.36. *Property* – The real properties owned by Developer located in Marion County, Florida, and described on attached **Exhibit A**, together with any additional real property hereafter added to the Project pursuant to future amendments to the Transwestern North Approvals (which amendments may necessitate amending this Agreement).

1.37. *Proportionate Share Mitigation* – The payments to be made, or other activities to be performed, by Developer pursuant to paragraph 5.

1.38. *PUD Plan* – The PUD Plan approved by County as part of the Transwestern North Approvals.

1.39. *Reservation of Capacity* or *Reserved Capacity* or *Capacity Reservation* – The reservation of Trips to Developer as set forth in paragraph 9.

1.40. *Reserved Trips* – The number of Trips reserved by Developer as set forth in paragraph 9.1.

1.41. *Road Closing Agreement* – The *Agreement Concerning Plat Vacation and Road Closing* between Developer and County dated _____.

1.42. *ROW* – The right-of-way required for Developer Improvements which are the subject of this Agreement, including all land required for Stormwater Management Facilities for the Developer Improvements, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair and operation of the applicable Transportation Facilities.

1.43. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Stormwater Management System.

1.44. *Stormwater Management Facilities* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and stormwater management system which provide stormwater management for all

Developer Improvements which will be constructed pursuant to the terms of this Agreement. The Stormwater Management Facilities shall comply with the design, construction and operational requirements of the Water Management District and (as applicable) County, and may be designated and constructed to operate as shared facilities.

1.45. *Subsequent Owners* – A successor in title to Developer or to the other current owners of the Property or any Parcel thereof.

1.46. *Substantial Completion* – Substantial completion of the Developer Improvements as evidenced by a certificate from the Project Engineer certifying that the Developer Improvements have been constructed pursuant to the approved Plans and any Permits therefor, and County's acceptance of the Developer Improvements.

1.47. *SW 20th Avenue Road* – The road being constructed at the intersection of CR 484 and the existing SW 20th Avenue Road (which proceeds in a southerly direction), proceeding northerly from CR 484 to the southern boundary of the Property, and being extended by Developer through the Property pursuant to the 20th Extension.

1.48. *SW 29th Avenue Road* – SW 29th Avenue Road, platted as Lawrence Boulevard, on the plat of Marion Oaks Unit Seven as recorded in Plat Book O, Page 149.[2]

1.49. *Traffic Study* – The Traffic Study prepared by Kimley-Horn regarding the Property (identified in the Traffic Study as "*Trailhead Logistics Park North*") dated January 2023, assessing the impact on Transportation Facilities of the development of the Property. The Traffic Study was developed pursuant to a methodology approved by County and the Traffic Study has been reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.50. *Transportation Facilities* – All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

1.51. *Transwestern North Approvals* – Marion County Ordinance No. _____ pursuant to which County amended its Comprehensive Plan to permit the development of the Project, and Marion County Ordinance No. _____ pursuant to which County assigned the Property a planned unit development ("PUD") zoning classification for the development of the Property, as such ordinances or approvals may be hereafter amended, or supplemented pursuant to additional amendments to the Comprehensive Plan or PUD zoning.

1.52. *Trip* or *Project Trip* – A vehicle trip generated by the development of a Parcel measured in terms of net new external PM peak hour vehicle trip generation.

1.53. *Water Management District* or *District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all Transportation Facilities to be constructed or improved under the terms of this Agreement.

[2] All recording references refer to the Public Records of Marion County, Florida.

2. **Representations and Warranties**. As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1. Developer's Representations and Warranties. Developer represents and warrants to County that:

2.1.1. Developer is a validly organized and existing limited liability company, in good standing under the laws of the State of Delaware, authorized to transact business in the State of Florida.

2.1.2. Developer is the owner of the Property.

2.1.3. Developer has the authority to enter into this Agreement.

2.1.4. Developer has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Developer the obligations of Developer hereunder shall be valid and binding obligations of Developer.

2.1.5. The individual executing this Agreement on behalf of Developer or its duly authorized representative for Developer, is authorized to execute this Agreement.

2.1.6. Upon the execution and delivery of this Agreement by Developer, the obligations of Developer shall be valid and binding obligations of Developer.

2.1.7. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, court order, judgment, or the governing documents of Developer.

2.2. County Representations and Warranties. County represents and warrants to Developer that:

2.2.1. Developer is entitled to reserve the Reserved Trips as set forth in paragraph 9.1.

2.2.2. The actions by County hereunder are consistent with the terms and provisions of the County's Comprehensive Plan, County Code and County LDR.

2.2.3. County has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.4. Upon the execution and delivery of this Agreement by County, the obligations of County shall be valid and binding obligations of County.

2.2.5. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the County LDR of any agreement, covenant, court order or judgment to which County is a party.

3. **Development Uses Permitted**.

3.1. Generally.

3.1.1. The Transwestern North Approvals permit up to 3,600,000 square feet of office, commercial, industrial, public, recreation, residential, campgrounds or recreational vehicle park.

3.1.2. Developer anticipates constructing up to 3,600,000 square feet of industrial warehouse improvements on the Property.

3.2. Equivalency Matrix.

3.2.1. As set forth in the provisions of the Transwestern North Approvals that assigned the Property a PUD zoning classification, development uses within the Project may be adjusted (increased/decreased) subject to conformance with the Equivalency Matrix, a copy of which is attached hereto as **Exhibit D**, and the following provisions:

3.2.1.1. The Equivalency Matrix allows for land use conversions to ensure there is no net increase in development impacts, without the requirement for a comprehensive plan amendment.

3.2.1.2. The land use tradeoff mechanism referred to above applies to the entire Property.

3.2.2. In addition to the development uses within the Project that are expressly set forth in the Equivalency Matrix, other development uses permitted by the Transwestern North Approvals, may be allowed pursuant to the Equivalency Matrix if there is a Trip Generation Rate for such other uses under the Trip Generation Manual published by the Institute of Transportation Engineers.

3.2.3. Any time Developer uses the Equivalency Matrix or other provisions of this paragraph 3.2, Developer shall notify County in writing, and, upon request of Developer and acknowledgment by County that the use complies with the requirements of this paragraph 3.2, County shall acknowledge and confirm the remaining development uses and densities/intensities available for the Project under the Equivalency Matrix.

4. **Traffic Study**. The Traffic Study has been: (a) prepared in accordance with a methodology agreed to by County, and (b) reviewed, approved and accepted by County. The Traffic Study evaluates long-term transportation needs within the agreed study area described therein. The Traffic Study projected impact on off-site public Transportation Facilities resulting from the development of the Project through full build-out of the Project, with a projected final build-out date of 2025.

5. **Developer's Construction of Developer Improvements**.

5.1. Generally. Developer shall construct the Developer Improvements, at Developer's sole expense, but subject to Credits as set forth in this Agreement.

5.2. Developer Improvements. The Developer Improvements consist of the following:

5.2.1. 20th Extension – The extension of SW 20th Avenue Road from its current terminus south of the southern boundary of the Property so that it extends through the Property and intersects with SW 29th Avenue Road. The 20th Extension shall be

constructed as a two-lane road with a divided median in approximately the location as set forth on the Concept Plan, as set forth in greater detail in paragraph 5.3.

5.2.2. 29th Widening – The widening of that portion of SW 29th Avenue Road that is currently two-laned to a four lane road, together with the construction of the 484-29th Intersection Improvements, as set forth in greater detail in paragraph 5.4.

5.2.3. 484-20th Intersection Improvements – The Developer Improvements at the intersection of CR 484 and SW 20th Avenue Road based upon the 484-20th Updated Traffic Analysis, as set forth in greater detail in paragraph 5.5.

5.2.4. 484-20th Updated Traffic Analysis – An updated traffic analysis to be performed by Developer, as set forth in greater detail in paragraph 5.5.2.

5.2.5. 484-29th Intersection Improvements – The improvements at the intersection of CR 484 and SW 29th Avenue Road to be constructed by Developer as part of the 29th Widening pursuant to paragraph 5.5.

5.3. 20th Extension.

5.3.1. SW 20th Avenue Road is being constructed from the intersection of CR 484 (and the southerly extension of the existing SW 20th Avenue Road) to proceed northerly to a point south of the southern boundary of the Property.

5.3.2. The 20th Extension shall consist of the extension of SW 20th Avenue Road from its current terminus through its intersection with SW 29th Avenue Road. The 20th Extension shall consist of a two-lane road with median, together with all required Stormwater Management Facilities, at approximately the location set forth on the Concept Plan.

5.4. 29th Widening.

5.4.1. Currently, SW 29th Avenue Road, at its intersection with CR 484, is a two lane road. The northern portion of SW 29th Avenue Road is a four-lane road.

5.4.2. The 29th Widening shall consist of adding two lanes to the existing two-lane portion of SW 29th Avenue Road so that it is a four-lane road between its intersection with CR 484 and north until its intersection with Marion Oaks Trail, as well as expanding the existing drainage retention area (the "Existing DRA") located on Marion County Property Appraiser Tax Parcel No.: 8007-1493+19, so that it is sufficient to accommodate the stormwater from the 29th Widening.

5.4.3. Attached hereto as **Exhibit E** is a sketch depicting a typical section of the 29th Widening.

5.4.4. Developer anticipates that, in connection with the 29th Widening:

5.4.4.1. It will be necessary to convey additional ROW to County contiguous to the Existing DRA; and

5.4.4.2. It will be necessary to convey additional ROW to County as may be required in connection with the 484-29th Intersection Improvements.

5.5. 484-20th Intersection Improvements.

5.5.1. The Traffic Study performed an interim analysis of the 484-20th Intersection, as a more detailed analysis cannot be done until an analysis of traffic from the Property has been made.

5.5.2. Within one (1) month after the issuance of a certificate of occupancy for vertical improvements on the Property of in excess of 500,000 square feet, Developer shall commence, and within three (3) months thereafter, provide to County, an updated traffic analysis (the "484-20th Updated Traffic Analysis") to determine if modifications to the north leg of the intersection, and/or signal timing and phasing are required. Within one (1) month after County receives the 484-20th Updated Traffic Analysis, it shall deliver notice to Developer as to whether Developer should perform the 484-20th Intersection Improvements based upon the 484-20th Updated Traffic Analysis of the intersection. If County notifies Developer that Developer should perform the 484-20th Intersection Improvements, Developer shall do so within six (6) months after such notice from County.

5.5.3. If County provides notice to Developer under paragraph 5.5.2 that County does not want Developer to perform the 484-20th Intersection Improvements based upon the result of the 484-20th Updated Traffic Analysis, Developer shall cause additional updates to be made to the 484-20th Updated Traffic Analysis within six (6) months after the issuance of certificates of occupancy for each additional 1,000,000 square feet of vertical improvements to the Property, and shall then consult with County concerning whether County desires for Developer to construct the 484-20th Intersection Improvements.

5.5.3.1. Within one (1) month after County receives each update to the 484-20th Updated Traffic Analysis, it shall deliver notice to Developer as to whether Developer should perform the 484-20th Intersection Improvements based upon the result of the updated 484-20th Updated Traffic Analysis. If County notifies Developer that Developer should perform the 484-20th Intersection Improvements, Developer shall do so within six (6) months after such notice from County.

5.5.3.2. If County does not require Developer to construct the 484-20th Intersection Improvements within 60 days after Developer has provided County with an update to the 484-20th Updated Traffic Analysis following the issuance of certificates of occupancy for a total of 3,000,000 square feet of vertical improvements to the Property, Developer's obligation to construct the 484-20th Intersection Improvements shall be deemed terminated, and County shall execute and deliver to Developer a recordable instrument acknowledging such termination.

5.5.4. Developer's obligations for the 484-20th Intersection Improvements will be limited to modifications of the north leg of the intersection and/or signal timing or phasing.

5.6. Design and Permitting.

5.6.1. Developer shall, at its sole cost and expense, design and permit the Developer Improvements.

5.6.2. Developer 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 Developer Improvements.

5.6.3. Developer shall obtain all Permits necessary for the construction of the Developer Improvements. County consents to such Permits being in the name of County and/or Developer, and County shall cooperate with Developer in connection with the permitting process.

5.7. Schedule of Developer Improvements.

5.7.1. Attached hereto as **Exhibit F** is a schedule of Developer Improvements setting forth the deadline for commencement of the Developer Improvements and the date by which the Developer Improvements must be substantially complete.

5.7.2. Such schedule is intended to supplement the provisions of this Agreement concerning such deadlines. In the event of a conflict between the deadline set forth in this Agreement and in the schedule, the deadline set forth in this Agreement shall prevail.

5.8. Conditions to Obligation to Construct Certain Developer Improvements.

5.8.1. Developer's obligation to construct the 29th Widening is conditioned upon the following:

5.8.1.1. County approval of the construction of the 29th Widening and/or any other Governmental Authorities with jurisdiction over such Developer Improvements. Developer shall use good faith efforts to obtain such approval; and

5.8.1.2. The determination by the Project Engineer that either of the following (the "ROW Condition") exists: (a) the width of SW 29th Avenue Road is 100 feet (which the parties have determined is sufficient for the 29th Widening except for additional ROW necessary to expand the Existing County DRA, located within the real property described and depicted in the attached **Exhibit G** which will be conveyed by Developer to County as set forth in paragraph 6.2.1); (b) County owns sufficient ROW for the 484-29th Intersection Improvements (except for additional ROW necessary to construct the 484-29th Intersection Improvements located within the real property described and depicted in the attached **Exhibit G** which will be conveyed by Developer to County pursuant to Section 6.2.2); or (b) if the County does not own all such ROW, ROW may be obtained by County acquiring the necessary ROW (by purchase, donation or condemnation). County shall use good faith efforts to acquire any necessary ROW from third

parties in order for the ROW Condition to occur and shall, if necessary, condemn such ROW. In connection with the foregoing, County acknowledges and agrees that the acquisition of such ROW is for a valid public purpose. In the event that County is required to condemn such ROW, County and Developer shall amend this Agreement to extend the time for Developer to construct the components of the 29th Widening for which the ROW is being condemned.

5.8.2. If any condition set forth in paragraph 5.8.1 does not occur:

5.8.2.1. Developer may extend the time period for it to complete the 29th Widening for which the condition does not occur by a reasonable time in order to accomplish such condition.

5.8.2.2. If Developer determines, in its reasonable discretion, that any such condition is unlikely to occur during such extension period, Developer's obligation to construct portion of the 29th Widening for which the condition has not occurred shall be deemed terminated. Such termination shall concern only portions of the 29th Widening as to which a condition has not occurred, and Developer shall remain obligated to construct all such other portions of the 29th Widening unless Developer and County determine, in the exercise of their reasonable discretion, that the construction of such other portions would not accomplish the public purpose for which they are planned, in light of the portions not being constructed. Developer shall nonetheless be entitled to Impact Fee Credits for any costs incurred by Developer in designing and permitting the portions of the 29th Widening for which the condition has not occurred.

6. **Conveyance of ROW**.

6.1. Within forty-five (45) days after Substantial Completion of the Developer Improvements, Developer shall provide to County "as-built" Surveys for the completed Developer Improvements. Within forty-five (45) days thereafter, Developer shall convey to County any ROW on real property owned by Developer and not currently owned by County.

6.2. As of the Effective Date of this Agreement, the parties anticipate that the following ROW (the "Conveyed ROW") may or will be conveyed to County:

6.2.1. Fee simple title to real property contiguous to the Existing DRA upon which Developer expands the Stormwater Management System for the 29th Widening to the extent such property is located within the real property described and depicted in the attached **Exhibit G**.

6.2.2. Fee simple title to real property upon which the 484-29th Intersection Improvements are constructed, to the extent such ROW is located within the real property described and depicted in the attached **Exhibit G**.

6.2.3. Fee simple title to real property upon which the 20th Extension is constructed, together with any drainage easements for any Stormwater Management Facilities constructed by Developer on the Property to accommodate stormwater from the

20th Extension. Such drainage easements shall be granted to County pursuant to the Road Closing Agreement.

6.3. The Conveyed ROW will be conveyed to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

6.4. Such conveyance shall be pursuant to the Conveyance Standards.

7. **Impact Fee Credits**.

7.1. Generally.

7.1.1. Developer is entitled to credits ("Impact Fee Credits") against the Impact Fee imposed by Section 10-322 of the County Impact Fee Ordinance pursuant to this Agreement and the following provisions of this paragraph 7.

7.1.2. This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.

7.2. Amount of Impact Fee Credits.

7.2.1. Developer shall be entitled to Impact Fee Credits for all Proportionate Share Mitigation upon receipt of payment by County or performance by Developer of its other Proportionate Share Mitigation requirements.

7.2.2. Developer shall be entitled to Impact Fee Credits for the Conveyed ROW and Developer Improvements calculated as follows:

7.2.2.1. Developer Improvement.

a. For the cost of the 29th Widening, 484-29th Intersection Improvements, and 484-20th Intersection Improvements, and, Developer shall be entitled to Impact Fee Credits pursuant to Section 10-323(d)(2) of the County Impact Fee Ordinance.

b. For the cost of the 20th Extension, Developer shall be entitled to Impact Fee Credits for one-half of the amount determined pursuant to the Section 10-323(d)(2) of the County Impact Fee Ordinance. being an estimate of the increased capacity consumed by non-Project traffic.

7.2.2.2. For any Conveyed ROW:

a. Conveyed as a result of the 29th Widening or 484-29th Intersection Improvements, Impact Fee Credits calculated pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance.

b. For any Conveyed ROW representing the location of the 20th Extension, one-half of the amount determined pursuant to Section

10-323(d)(1) of the County Impact Fee Ordinance and following the other provisions of paragraph 7.2.2.2.a concerning appraisals.

7.3. Duration of Impact Fee Credits. Developer shall be entitled to the Impact Fee Credits arising under this Agreement, or that Developer has prior to the Effective Date of this Agreement, all of which Credits shall expire twenty (20) years from the effective date of this Agreement. For purposes of this paragraph, the Impact Fee Credits shall be considered used on a first in, first out, basis.

7.4. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:

7.4.1. All Developer Improvements or Conveyed ROW under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a ROW, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Developer hereunder) including whether or not they are subsequently transferred to another governmental entity.

7.4.2. Developer shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Developer Improvements. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.

7.4.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until the Project is either completed or all Impact Fee Credits are exhausted or no longer available.

7.4.4. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties, including, without limitation, Subsequent Owners.

7.4.5. County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of Developer, provide to Developer the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.

7.4.6. County and Developer shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.

7.4.7. This Agreement may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing, any owner of a Parcel which has been developed as contemplated by this Agreement and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.

7.4.8. Developer shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.

7.4.9. This Agreement establishes the time frame when the Impact Fee Credits become available.

7.4.10. Except where this Agreement contains a different deadline, all Conveyed ROW shall be dedicated or conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of an Intersection Improvement shall be deemed paid when the Improvement is completed and accepted by the County for maintenance.

7.4.11. The Impact Fee Credits granted under this Agreement are for construction or contributions made to the major road network system to accommodate growth within the respected road construction district under the County Impact Fee Ordinance where the impact generating land development activity is located.

7.4.12. The Impact Fee Credits shall run with Developer and may be assigned to other developments, regardless of ownership, within the same road construction district under the County Impact Fee Ordinance.

7.4.13. As the Developer Improvements were not an integral part of the major road network system which was scheduled for construction in the five (5) year County TIP or any municipal CIP, this Agreement has been approved by a super-majority vote of the County Commission.

8. **Proportionate Share Mitigation**.

8.1. Proportionate Share Mitigation.

8.1.1. The Traffic Study identified Roadway Segments and Intersections which are projected to constitute Deficient Facilities on the build-out of the Project in calendar year 2027 or other improvements necessary to benefit the County Transportation System (i.e., the "20th Extension" and "29th Widening").

8.1.2. Specifically, the Traffic Study identified the following Transportation Facilities that constitute Deficient Facilities that would ordinarily be mitigated through payment of money (except for paragraph 8.1.6.3):

8.1.2.1. Extend the westbound left-turn lane on CR 484 at the intersection of CR 484 and Marion Oaks Boulevard to 625 feet. County already has planned for the extension of such turn lane to 605 feet. Therefore, the improvements to benefit this Deficient Facility shall be the extension of the left turn lane by an additional 120 feet.

8.1.2.2. Modifications of the signal timing phasing at the intersection of CR 484 and SW 20th Street Road.

8.1.3. Under the provisions of Sections 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS, an acceptable method for Developer to mitigate

transportation impacts is to pay or perform Proportionate Share Mitigation pursuant this Agreement.

8.1.4. Attached hereto as **Exhibit H** is a spreadsheet that County and Developer agree accurately calculates Developer's Proportionate Share Mitigation payment due to mitigate the Deficient Facilities referred to in paragraph 8.1.2, such amount being $35,922.00.

8.1.5. The Developer Improvements satisfy the requirements of Section 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS for proportionate share mitigation and are the subject of Developer's obligation to pay or perform Proportionate Share Mitigation.

8.1.6. Developer shall pay, or perform other obligations set forth below, to provide such Proportionate Share Mitigation to County:

8.1.6.1. Developer shall construct the Developer Improvements, for which Developer shall receive a credit against the Proportionate Share Mitigation, which credit shall be calculated using the same formula for Impact Fee Credits as set forth in paragraph 7.2.2.1.

8.1.6.2. Developer shall convey ROW pursuant to paragraph 6, for which Developer shall receive a credit against the Proportionate Share Mitigation, which credit shall be calculated using the same formula for Impact Fee Credits as set forth in paragraph 7.2.2.2.

8.1.6.3. Developer and County have estimated that the anticipated cost of the Developer Improvements shall exceed the Proportionate Share Mitigation payment due from Developer set forth in paragraph 8.1.4. Therefore, provided that Developer performs the Developer Improvements, Developer shall have satisfied its Proportionate Share Mitigation Obligations, and County and Developer shall execute a separate instrument (which may be in the form of an amendment to this Agreement or a separate instrument executed by the County Representative and Developer) acknowledging that Developer has no remaining Proportionate Share Mitigation Obligations.

8.2. Impact Fee Credits for Proportionate Share Mitigation. County acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Developer is entitled to a credit for Proportionate Share Mitigation (regardless of whether paid in cash, by the performance of Developer Improvements, or by the conveyance of ROW) on a dollar-for-dollar basis against impact fees, mobility fees or other transportation concurrency mitigation requirements paid or payable following the Effective Date with respect to the Project. Therefore, Developer is entitled to Impact Fee Credits pursuant to paragraph 7.

9. **Capacity Reservations**.

9.1. Reservation of Capacity. In consideration for Developer's obligations under this Agreement, there is reserved in favor of Developer and for the benefit of the Property,

Reserved Trips for the development program specified in paragraph 3.1 in the amount of 657 Trips.

9.2. Concurrency Determination. Simultaneous with the execution of this Agreement, County will issue to Developer, for the benefit of Developer, a concurrency determination in accordance with the procedures of County's CMS. The issuance of such concurrency determination shall not preclude County from pursuing remedies under other provisions of this Agreement (including paragraph 16.4.4) upon a default by Developer hereunder.

9.3. Capacity Reservation Fees.

9.3.1. Pursuant to Section 1.8.6.E of the County CMS, capacity reservation fees ("Capacity Reservation Fees") are calculated pursuant to the County Impact Fee Ordinance and the payment for which is divided into two stages as follows:

9.3.1.1. 50% at Concurrency Approval.

9.3.1.2. 50% at the issuance of a Certificate of Occupancy for any building, or its equivalent.

9.3.2. Developer and County have estimated that the cost of the Developer Improvements, and the value of Conveyed ROW to be contributed by the Developer in connection therewith, is in excess of the estimated Capacity Reservation fee set forth in paragraph 9.3.1.1 above. Therefore, County agrees that Developer shall not be required to pay the Concurrency Reservation Fees set forth in paragraph 9.3.1.1. Nothing set forth herein shall relieve Developer from paying the amount owed under paragraph 9.3.1.2 (subject to available Impact Fee Credits under this Agreement).

9.4. Term of Reservation. The reservation of capacity granted to Developer by County as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on the expiration of the term of this Agreement under paragraph 16.15.

10. **Maintenance**.

10.1. Following construction of the Developer Improvements and County's acceptance thereof:

10.1.1. County shall maintain all of the Developer Improvements other than the Stormwater Management Facilities into which stormwater from the 20th Extension is conveyed.

10.1.2. Developer shall maintain the Stormwater Management Facilities from which stormwater from the 29th Extension is conveyed.

10.2. POA.

10.2.1. In connection with its development of the Property, Developer may form a validly organized Florida not-for-profit corporation as a property owners' association ("POA"), provided that all the following conditions are satisfied:

10.2.1.1. The POA is formed for the specific purpose of owning and maintaining common elements for the development of the Property, including the Stormwater Management Systems which are the subject matter of this Agreement.

10.2.1.2. The POA is granted the authority to own, maintain and operate the Stormwater Management System by a Declaration recorded in the Public Records of Marion County, Florida.

10.2.1.3. The POA is empowered under the terms of any recorded Declaration to collect assessments from all or some of the owners of units located on the Property for the purpose of providing funds necessary for the maintenance and operation of the Stormwater Management System which are the subject of this Agreement.

10.2.2. Developer shall have the right to convey to the POA fee simple title to the Stormwater Management System. The POA shall have the right to assume the operation, repair, and maintenance obligations of Developer with respect to the Stormwater Management System, and Developer shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance and repair of the Stormwater Management System. The conveyance of the Stormwater Management System, assumption of the maintenance obligations of Developer by the POA, and the release of Developer shall be completed in accordance with the following provisions:

10.2.2.1. Simultaneous with the conveyance of the Stormwater Management System to the POA, Developer and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Developer's obligations under this Agreement with respect to the Stormwater Management System. A copy of the recorded Assumption Agreement shall be provided to County and to the District promptly after its recordation.

10.2.2.2. Upon completion of the procedures set forth above, Developer and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Stormwater Permit modified to be the POA, subject to any required review and approval by the District or County.

10.2.2.3. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Developer with respect to the Stormwater Management System, notwithstanding whether the designated permitee of the Stormwater Permit has been modified to the POA.

11. **Force Majeure**.

11.1. “Force Majeure” means causes that: (a) are beyond the reasonable control of a party (the “Delayed Party”); (b) the Delayed Party, despite its diligent, good faith efforts, is unable

to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, flood, fire, explosions, tornado or hurricane, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which be exercise of Due Diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."

11.2. If Developer is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.

11.3. If Developer is so delayed, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. Developer shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

12. **Acknowledgement Upon Completion**. Upon Developer's completion of the Developer Improvements, County shall execute and deliver to Developer a recordable instrument acknowledging such completion. Such instrument may be executed by County Representative on behalf of County.

13. **Development Permits Required**.

13.1. Local Development Permits. The local development permits approved or needed to be approved for the development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS[3]	STATUS
Transwestern North Approvals	Issued
Issuance of Certificate of Concurrency regarding traffic concurrency, by County	Pending[4]
Water Management District Environmental Resource Permit (Stormwater) ("Project")	TBAF[5]
FDEP Permit – extension of County potable water system	
FDEP Permit – extension of County wastewater system	TBAF

[3] Some of the Permits or Approvals identified herein may be issued multiple times as portions of the Property are developed.
[4] To be issued upon approval of this Agreement.
[5] "TBAF" stands for "To be applied for."

County – Major Site Plan approval	TBAF
County – Subdivision Plan Approval (to be obtained as part of plat process for subdivisions to be developed)	TBAF
County – Offsite Improvement Plan approval (for SW29th Avenue Widening and 29th-484 Intersection Improvements	TBAF
County Plat approval – Plat(s) of Property or Parcels thereof[6]	TBAF

13.2. Additional Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Developer or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

13.3. Additional Conditions. County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Developer and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

14. **Public Facilities**. The public facilities ("Public Facilities") that will service the Project, the person or entity who shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

14.1. Transportation Facilities. The Transportation Facilities that will serve the Project are as set forth in the Traffic Study. Developer shall construct Developer Improvements pursuant to paragraph 5, convey ROW pursuant to paragraph 6 and otherwise provide Proportionate Share Mitigation pursuant to this Agreement.

14.2. Potable Water. Potable water services for the portions of the Project for which central water services are required are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for the development of part of the Project and will construct additional facilities for the remainder of the Project.

14.3. Wastewater. Wastewater services are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for the development of part of the Project and will construct additional facilities for the remainder of the Project.

14.4. Solid Waste Collection. Solid waste collection for the Property will be provided pursuant to the County Code by the County or a private contractor with a franchise from County. County or its franchise contractors currently have sufficient capacity, unreserved, to provide solid waste collection services for the Project.

14.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

14.5.1. Elementary School –Marion Oaks Elementary School

14.5.2. Middle School –Horizon Academy at Marion Oaks Middle School

[6] There may be multiple plats of the Property.

14.5.3. High School – Westport High School.

14.6. Recreational Facilities. The Property is served by public recreational facilities including the Florida Greenway contiguous to the northern boundary of the Property.

14.7. Health Systems and Facilities. Ocala Regional Medical Center and AdventHealth Ocala are general community hospitals which serve the Property. Both are located approximately 21 miles from the Property.

15. **Additional Provisions**.

15.1. Adopted Pursuant to Florida Local Government Development Agreement Act. This Agreement has been adopted pursuant to the "Florida Local Government Development Agreement Act" (codified at Sections 163.3220 through 163.3243, Florida Statutes (2022)).

15.2. Performance On Behalf Of Developer. County agrees that any obligation of Developer to construct any Developer Improvements hereunder may be performed by or on behalf of Developer by third parties under contract with Developer, and such improvement shall be deemed performed by Developer hereunder.

16. **General Provisions**.

16.1. Notices.

16.1.1. 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:

16.1.1.1. If to County: County Engineer H. Elton Holland, P.E., 412 SE 25th Avenue, Ocala, FL 34471; email: elton.holland@marionfl.org.

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

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

16.1.1.2. If to Developer: Attn: Steve Kros, 3343 Peachtree Road, Suite 1850, Atlanta, GA 30326; email: steve.kros@transwestern.com;

a. With a copy to: Richard Busche, Kimley-Horn and Associates, Inc., 1700 SE 17th Street, Suite 200, Ocala, FL 34471; email: Richard.busche@kimley-horn.com.

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

16.1.2. Each such Communication shall be deemed delivered:

16.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

16.1.2.2. On the date of email transmission if by email (subject to paragraph 16.1.5); and

16.1.2.3. 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.

16.1.2.4. 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.

16.1.3. 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.

16.1.4. 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.

16.1.5. Concerning Communications sent by email:

16.1.5.1. 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;

16.1.5.2. 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;

16.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

16.1.5.4. 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

16.1.5.5. 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.

16.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer, County 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 Party, no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

16.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to County, as applicable. 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.

16.4. Default Provisions.

16.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

16.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

16.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy (including, without limitation, an action under Section 163.3243, Florida Statutes) arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

16.4.4. In the event of a material default (as defined under Florida law) by Developer with respect to their obligations to County under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to County under the terms of this Agreement, County shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured.

16.4.4.1. If Developer has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third-Party Parcel"), the default of Developer is not with respect to, or does not impact Developer's obligations regarding, a Third-Party Parcel, and, prior to the conveyance, Developer obtained an Estoppel Statement from County under paragraph 16.5

acknowledging that there are no defaults by Developer under this Agreement, the right of County to withhold permits upon a default by Developer shall not extend to County permits pending or to be issued with respect to a successor owner of the Third-Party Parcel.

16.4.4.2. The Parties agree that failure of Developer to timely pay any Proportionate Share Mitigation owed under the provisions of this Agreement does not constitute a default with respect to, or impacting Developer's obligations regarding, a Third-Party Parcel, if, prior to the date that Developer conveyed the Third-Party Parcel, Developer obtained an Estoppel Statement pursuant to paragraph 16.5 acknowledging that Developer is not in default under its obligation to pay any Proportionate Share Mitigation. Therefore, County may not withhold permits for such Third-Party Parcel based on such non-payment.

16.5. Estoppel Statements.

16.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an estoppel statement ("Estoppel Statement") stating:

16.5.1.1. Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

16.5.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

16.5.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

16.5.1.4. That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

16.5.1.5. That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

16.5.2. Such Estoppel Statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable

reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

16.5.3. The Estoppel Statement shall be provided at no charge to the requesting party except that County may charge a reasonable fee (currently established at $300.00) if Developer or a Subsequent Owner requests an Estoppel Statement.

16.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

16.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

16.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

16.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

16.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.

16.11. Successors and Assigns.

16.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

16.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

16.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

16.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

16.14. Amendment of Agreement. 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.

16.15. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date.

16.16. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

16.16.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

16.16.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

16.16.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

16.16.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

16.16.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

16.16.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

16.17. Time.

16.17.1. Time is of the essence of all of the provisions and terms of this Agreement.

16.17.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

16.17.3. 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.

16.17.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 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 or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day;

and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

16.18. Exhibits.

16.18.1. The Exhibits attached to this Agreement are as follows:

16.18.1.1. **Exhibit A** – Property.

16.18.1.2. **Exhibit B** – Concept Plan

16.18.1.3. **Exhibit C** – Conveyance Standards

16.18.1.4. **Exhibit D** – Equivalency Matrix

16.18.1.5. **Exhibit E** – Typical Section

16.18.1.6. **Exhibit F** – Schedule of Developer Improvements

16.18.1.7. **Exhibit G** – Developer Property Available for 484-29th Intersection Improvements.

16.18.1.8. **Exhibit H** – Proportionate Share Analysis

16.19. Effective Date. This Agreement shall become effective upon the recording of the fully executed Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes.

16.20. Entire Understanding. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the Parties have executed this Agreement as of the Effective Date.

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COUNTY

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

By: _____
Craig Curry as Chair

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

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Craig Curry, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of County.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

TDC Deltona Land, L.L.C., a Delaware limited liability company

_____
Witness

By: _____
Steve Kros as Authorized Signatory

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Steve Kros as Authorized Signatory of TDC Deltona Land, L.L.C., a Delaware limited liability company, on behalf of such company.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A
PROPERTY

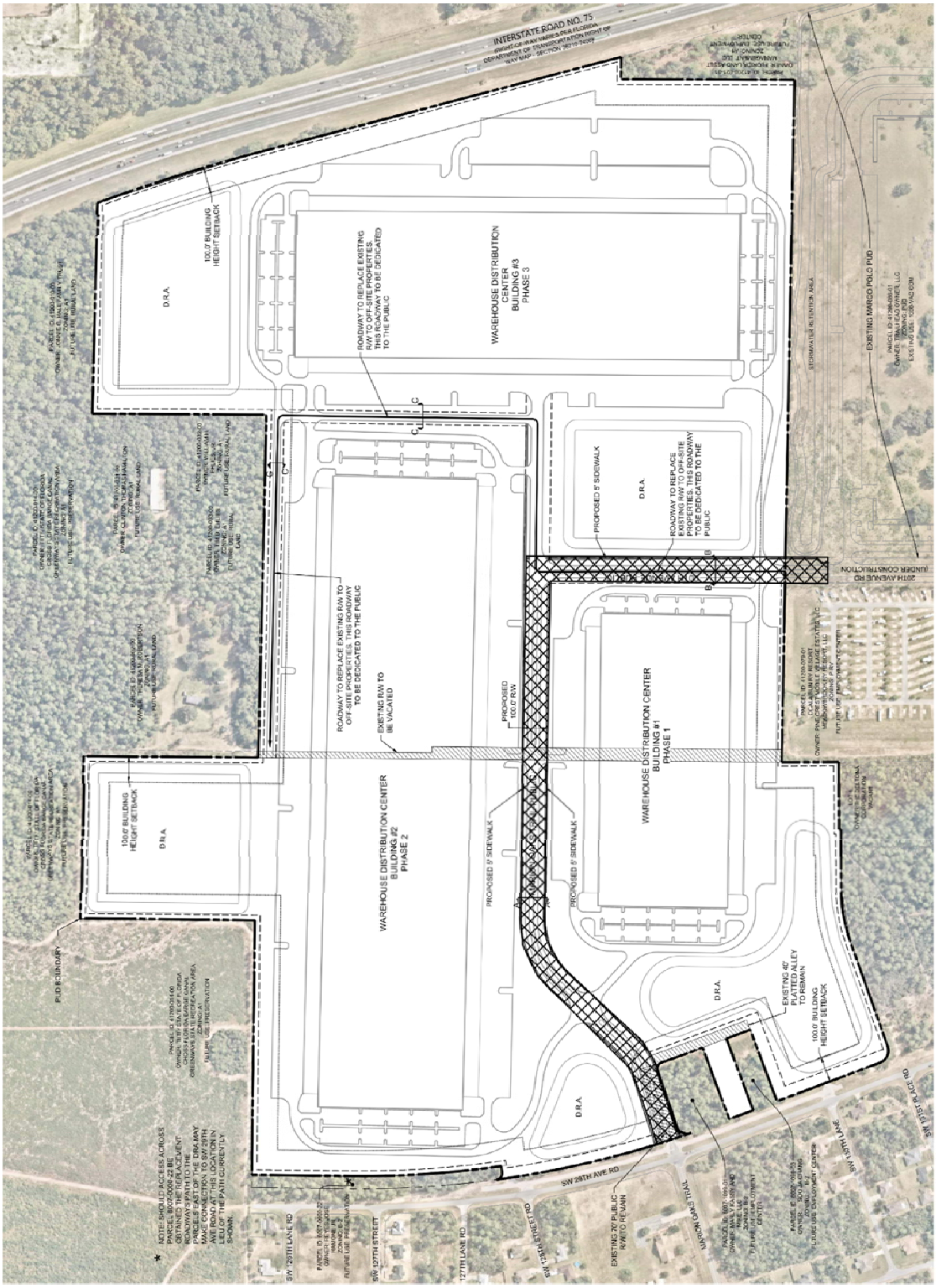
A PORTION OF MARION OAKS UNIT SEVEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGES 140 THROUGH 153, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA LYING IN SECTIONS 1, 2 AND 11, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND UNPLATTED PROPERTY LYING IN SECTIONS 1 AND 2, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 1094 OF SAID PLAT OF MARION OAKS UNIT SEVEN; THENCE ALONG NORTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE (3) COURSES, (1) N.00°33'05"E., 685.08 FEET; (2) THENCE S.88°46'17"E., 637.64 FEET; (3) THENCE S.00°30'36"W., 684.50 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID BOUNDARY OF MARION OAKS UNIT SEVEN, ALONG SAID NORTH BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S.88°24'47"E., 50.38 FEET; (2) THENCE S.88°37'25"E., 635.41 FEET; (3) THENCE S.88°39'25"E., 661.31 FEET TO THE WEST BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°19'28"E., 683.10 FEET TO THE NORTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.88°34'01"E., 828.42 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (RIGHT-OF-WAY VARIES) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP - SECTION 36210-2406; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,489.49 FEET, A CENTRAL ANGLE OF 05°12'06", AND A CHORD BEARING AND DISTANCE OF S.17°21'33"E., 679.71 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, (1) A DISTANCE OF 679.95 FEET TO THE END OF SAID CURVE; (2) THENCE S.14°19'13"E., 39.62 FEET; (3) THENCE S.14°45'09"E., 708.43 FEET; (4) THENCE S.14°44'31"E., 705.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7875, PAGE 257 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHERLY AND EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) N.89°41'40"W., 88.11 FEET; (2) THENCE S.00°09'23"W., 680.78 FEET; (3) THENCE N.88°54'58"W., 1,327.84 FEET; (4) THENCE N.88°55'52"W., 1,302.62 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 1, N.88°41'39"W., 24.88 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID SECTION 1, ALONG THE SOUTH BOUNDARY OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 21 EAST, N.88°59'36"W., 24.77 FEET TO THE EAST BOUNDARY OF AFORESAID PLAT OF MARION OAKS UNIT SEVEN; THENCE ALONG SAID EAST BOUNDARY, S.00°20'08"E., 223.37 FEET TO THE PROLONGATION OF THE SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1493 OF SAID PLAT; THENCE ALONG SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1493 AND SAID PROLONGATION, S.89°39'52"W., 264.89 FEET TO THE WESTERLY BOUNDARY OF BLOCK 1493 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF BLOCK 1493 OF SAID PLAT, S.00°20'08"E., 6.67 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ELVIN STREET PER SAID PLAT AND THE PROJECT THEREOF THE FOLLOWING FOUR (4) COURSES: (1) S.89°39'52"W., 231.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 19°14'21", AND A CHORD BEARING AND DISTANCE OF S.80°02'41"W., 212.22 FEET; (2)

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 213.22 FEET TO A POINT OF TANGENCY; (3) THENCE S.70°25'31"W., 436.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°01'30", AND A CHORD BEARING AND DISTANCE OF N.65°03'44"W., 70.11 FEET; (4) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.69 FEET TO A POINT OF TANGENCY AND THE EASTERLY RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD (BEING A 100 FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.20°32'59"W., 431.98 FEET TO THE SOUTHERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, N.69°27'01"E., 299.99 FEET TO THE EASTERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, N.20°32'59"W., 100.00 FEET TO THE NORTHERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, S.69°27'01"W., 299.99 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.20°32'59"W., 100.00 FEET TO THE SOUTHERLY MOST CORNER OF LOT 1, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT, N.69°27'01"E., 299.99 FEET TO THE EASTERLY MOST CORNER OF LOT 1, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT THE FOLLOWING THREE (3) COURSES: (1) N.20°33'05"W., 63.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,650.00 FEET, A CENTRAL ANGLE OF 01°40'51", AND A CHORD BEARING AND DISTANCE OF N.19°42'32"W., 107.06 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.07 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°03'53", AND A CHORD BEARING AND DISTANCE OF N.63°24'03"W., 35.07 FEET; (3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.86 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT THE FOLLOWING TWO (2) COURSES: (1) S.72°04'01"W., 224.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 91°14'19", AND A CHORD BEARING AND DISTANCE OF S.26°26'14"W., 71.47 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.62 FEET TO THE END OF SAID CURVE AND TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,950.00 FEET, A CENTRAL ANGLE OF 11°25'30", AND A CHORD BEARING AND DISTANCE OF N.13°28'11"W., 786.34 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD, A DISTANCE OF 787.64 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°56'56", AND A CHORD BEARING AND DISTANCE OF S.53°13'54"E., 35.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE SOUTHERLY BOUNDARY OF TRACT V OF SAID PLAT, A DISTANCE OF 39.68 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY, N.81°17'38"E., 24.67 FEET TO THE EASTERLY BOUNDARY OF TRACT V OF SAID PLAT, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,900.00 FEET, A CENTRAL

ANGLE OF 08°49'52", AND A CHORD BEARING AND DISTANCE OF N.03°42'11"W., 600.51 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND SAID EASTERLY BOUNDARY, A DISTANCE OF 601.11 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY, N.00°42'46"E., 379.57 FEET TO THE NORTH BOUNDARY OF SAID PLAT; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°17'57"E., 999.95 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 228.10 ACRES, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN



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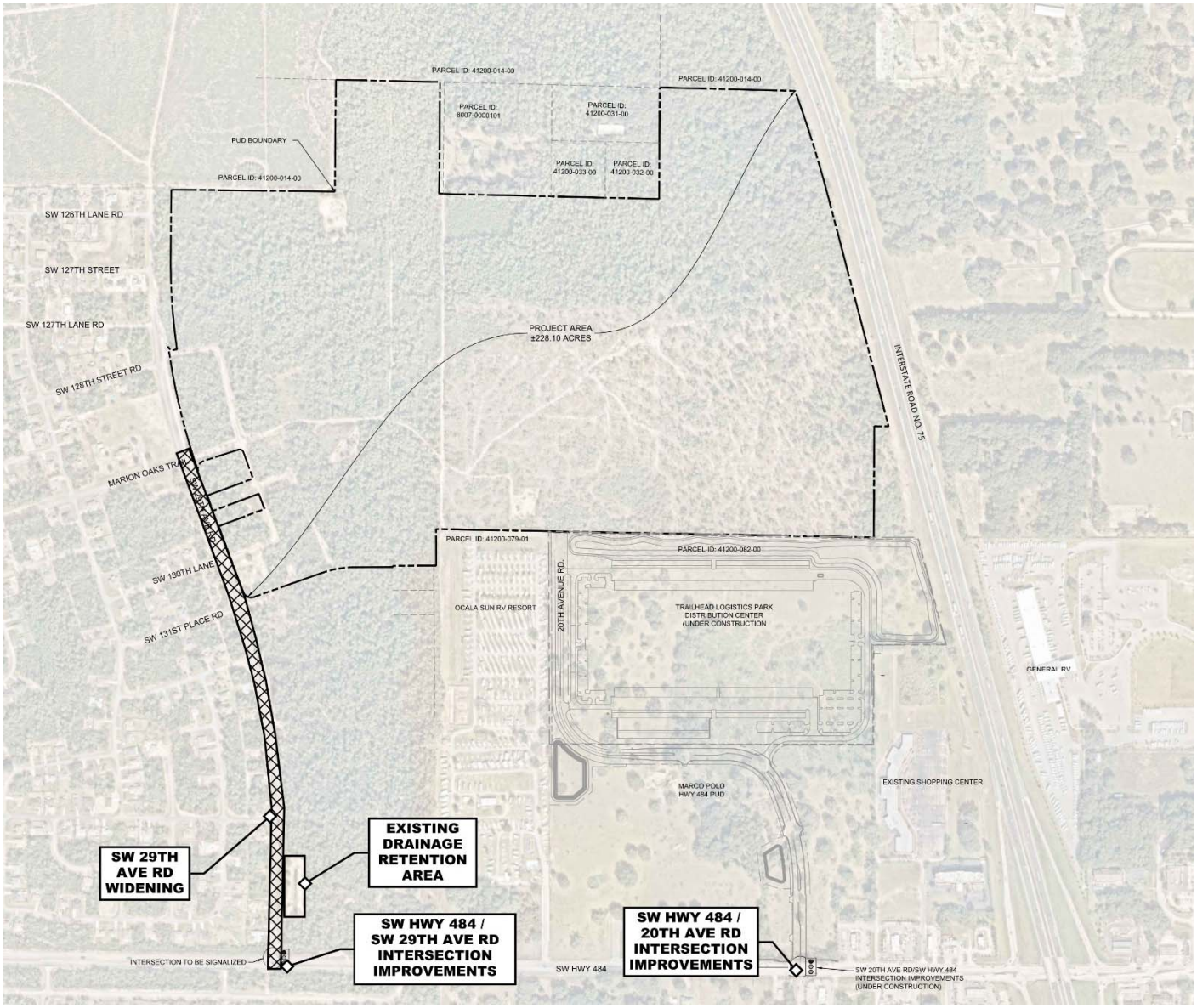
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PUD BOUNDARY
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SW 126TH LANE RD
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SW 128TH STREET RD
PROJECT AREA
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INTERSTATE ROAD NO. 75
MARION OAKS TRAIL
SW 130TH LANE
SW 131ST PLACE RD
PARCEL ID: 41200-079-01
PARCEL ID: 41200-082-00
OCALA SUN RV RESORT
20TH AVENUE RD.
TRAILHEAD LOGISTICS PARK
DISTRIBUTION CENTER
(UNDER CONSTRUCTION
GENERAL RV
MARCO POLO
HWY 484 PUD
EXISTING SHOPPING CENTER
SW 29TH AVE RD WIDENING
EXISTING DRAINAGE RETENTION AREA
SW HWY 484 / SW 29TH AVE RD INTERSECTION IMPROVEMENTS
SW HWY 484 / 20TH AVE RD INTERSECTION IMPROVEMENTS
INTERSECTION TO BE SIGNALIZED
SW HWY 484
SW 20TH AVE RD/SW HWY 484
INTERSECTION IMPROVEMENTS
(UNDER CONSTRUCTION)

EXHIBIT C
CONVEYANCE STANDARDS

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards:

1. The conveying party ("Conveying Party") shall convey fee simple title ROW by Special Warranty Deed.

2. Unless otherwise specifically provided in this Agreement, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.

3. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.

4. As to all conveyances of fee simple title or grants of easements, the Conveying Party shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:

    4.1. The title insurance underwriter shall be First American Title Insurance Company.

    4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.

    4.3. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy, and comply with all other title commitment requirements for the conveyance to be insured.

5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the cost of recording the instrument of conveyance and the cost of recording any documents required to satisfy title insurance requirements.

6. With respect to any grant of easement provided under the terms of this Agreement, the same cost allocations and title insurance requirements applicable to conveyances of fee title to real property shall apply.

7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf County.

EXHIBIT D
EQUIVALENCY MATRIX

A. LAND USE EQUIVALENCY RATES

CHANGE FROM \ CHANGE TO	General Light Industrial (1,000 SF)	High-Cube Transload and Short-Term Storage Warehouse (1,000 SF)	General Office (1,000 SF)	Research and Development Center (1,000 SF)	Business Park (1,000 SF)	Commercial Retail (ITE LUC 820 (> 150k SF)) (1,000 SF)	Commercial Retail (ITE LUC 821 (40k-150k SF w/ supermarket)) (1,000 SF)	Commercial Retail (ITE LUC 821 (40k-150k SF w/o supermarket)) (1,000 SF)	Commercial Retail (ITE LUC 822 (< 40k SF)) (1,000 SF)	Single-Family Attached Housing (DU)	Multi-family (Low-Rise) Apartments (DU)
General Light Industrial (1,000 SF)	--	1.3824	0.1632	0.2398	0.1926	0.0853	0.0434	0.0755	0.0540	0.4123	0.4608
High-Cube Transload and Short-Term Storage Warehouse (1,000 SF)	0.7234	--	0.1181	0.1735	0.1393	0.0617	0.0314	0.0546	0.0391	0.2982	0.3333
General Office (1,000 SF)	6.1277	8.4706	--	1.4694	1.1803	0.5229	0.2658	0.4624	0.3311	2.5263	2.8235
Research and Development Center (1,000 SF)	4.1702	5.7647	0.6806	--	0.8033	0.3558	0.1809	0.3147	0.2253	1.7193	1.9216
Business Park (1,000 SF)	5.1915	7.1765	0.8472	1.2449	--	0.4430	0.2252	0.3918	0.2805	2.1404	2.3922
Commercial Retail (ITE LUC 820 (> 150k SF)) (1,000 SF)	11.7191	16.2000	1.9125	2.8102	2.2574	--	0.5083	0.8844	0.6332	4.8316	5.4000
Commercial Retail (ITE LUC 821 (40k-150k SF w/ supermarket))	23.0553	31.8706	3.7625	5.5286	4.4410	1.9673	--	1.7399	1.2458	9.5053	10.6235
Commercial Retail (ITE LUC 821 (40k-150k SF w/o supermarket))	13.2511	18.3176	2.1625	3.1776	2.5525	1.1307	0.5748	--	0.7160	5.4632	6.1059
Commercial Retail (ITE LUC 822 (< 40k SF))	18.5064	25.5824	3.0201	4.4378	3.5648	1.5792	0.8027	1.3966	--	7.6298	8.5275
Single-family Attached Housing (DU)	2.4255	3.3529	0.3958	0.5816	0.4672	0.2070	0.1052	0.1830	0.1311	--	1.1176
Multi-family (Low-Rise) Apartments (DU)	2.1702	3.0000	0.3542	0.5204	0.4180	0.1852	0.0941	0.1638	0.1173	0.8947	--

B. EQUIVALENCY EXAMPLES

EXAMPLE 1: TRADE FROM GENERAL LIGHT INDUSTRIAL TO MULTI-FAMILY HOUSING
Trade 100,000 SF of General Light Industrial for ? DU of Multi-Family Housing
= (100 KSF) General Light Industrial x 0.4608 DU of Multi-Family Housing
= 46.08 x (DU) Multi-Family Housing
= 46 DU of Multi-Family Housing

EXAMPLE 2: ADD GENERAL OFFICE FROM HIGH-CUBE TRANSLOAD AND SHORT-TERM STORAGE WAREHOUSE
Add 30 KSF of Office from ? (1,000) SF of High-Cube Transload and Short-Term Storage Warehouse
= (30 KSF) Office / 0.1181 (1,000 SF) of High Cube Warehouse
= 254.022 x (1,000) SF High Cube Warehouse
= Remove 254,022 SF of High Cube Transload and Short-Term Storage Warehouse

C. SOURCE INFORMATION AND DOCUMENTATION FOR EQUIVALENCY RATES

Land Use	Units	Gross Trip Rate [1]	% New Trips [2]	Trips / Unit
General Light Industrial (ITE 110)	1 (1,000 SF)	0.235	100.00%	0.235
High-Cube Transload and Short-Term Storage Warehouse (ITE 154)	1 (1,000 SF)	0.170	100.00%	0.170
General Office (ITE 710)	1 (1,000 SF)	1.440	100.00%	1.440
Research and Development Center (ITE 760)	1 (1,000 SF)	0.980	100.00%	0.980
Business Park (ITE 770)	1 (1,000 SF)	1.220	100.00%	1.220
Commercial Retail (ITE LUC 820 (> 150k SF))	1 (1,000 SF)	3.400	81.00%	2.754
Commercial Retail (ITE LUC 821 (40k-150k SF w/ supermarket))	1 (1,000 SF)	9.030	60.00%	5.418
Commercial Retail (ITE LUC 821 (40k-150k SF w/o supermarket))	1 (1,000 SF)	5.190	60.00%	3.114
Commercial Retail (ITE LUC 822 (< 40k SF))	1 (1,000 SF)	6.590	66.00%	4.349
Single-family Attached Housing (ITE 215)	1 DU	0.570	100.00%	0.570
Multi-family (Low-Rise) Apartments (ITE 220)	1 DU	0.510	100.00%	0.510

D. FOOTNOTES

[1]: Trip Rate based upon ITE *Trip Generation, 11th Edition*, p.m. peak-hour trip generation rates as follows:

General Light Industrial	Obtained using the Trip Generation equation for ITE LUC 110 and the approved trip generation for the project.
High-Cube Transload and Short-Term Storage Warehouse	Obtained using the Trip Generation equation for ITE LUC 154 and the approved trip generation for the project.
General Office	Obtained using the Trip Generation rate for ITE LUC 710.
Research and Development Center	Obtained using the Trip Generation rate for ITE LUC 760.
Business Park	Obtained using the Trip Generation rate for ITE LUC 770.
Commercial Retail (ITE LUC 820 (> 150k SF))	Obtained using the Trip Generation rate for ITE LUC 820 (> 150k SF).
Commercial Retail (ITE LUC 821 (40k-150k SF w/ supermarket))	Obtained using the Trip Generation rate for ITE LUC 821 (40k-150k SF w/ supermarket)).
Commercial Retail (ITE LUC 821 (40k-150k SF w/o supermarket))	Obtained using the Trip Generation rate for ITE LUC 821 (40k-150k SF w/o supermarket)).
Commercial Retail (ITE LUC 822 (< 40k SF))	Obtained using the Trip Generation rate for ITE LUC 822 (< 40k SF).
Single-Family Attached Housing	Obtained using the Trip Generation rate for ITE LUC 215.
Multi-family (Low-Rise) Apartments	Obtained using the Trip Generation rate for ITE LUC 220.

Other land uses allowed within the PUD that have an ITE Land Use Code can be utilized for the land use equivalency matrix conversion.

[2]: % New is based upon the Internal Capture and Pass-by Capture = (1 - IC%) * (1 - PB%). No internal capture was applied. Pass-by was applied based on guidance from the ITE Trip Generation Manual (11th Edition), for ITE LUC 822 pass-by was applied based on the Trip Generation Handbook (3rd Edition) for ITE LUC 820 (prior to 11th edition recategorization into multiple different land uses).

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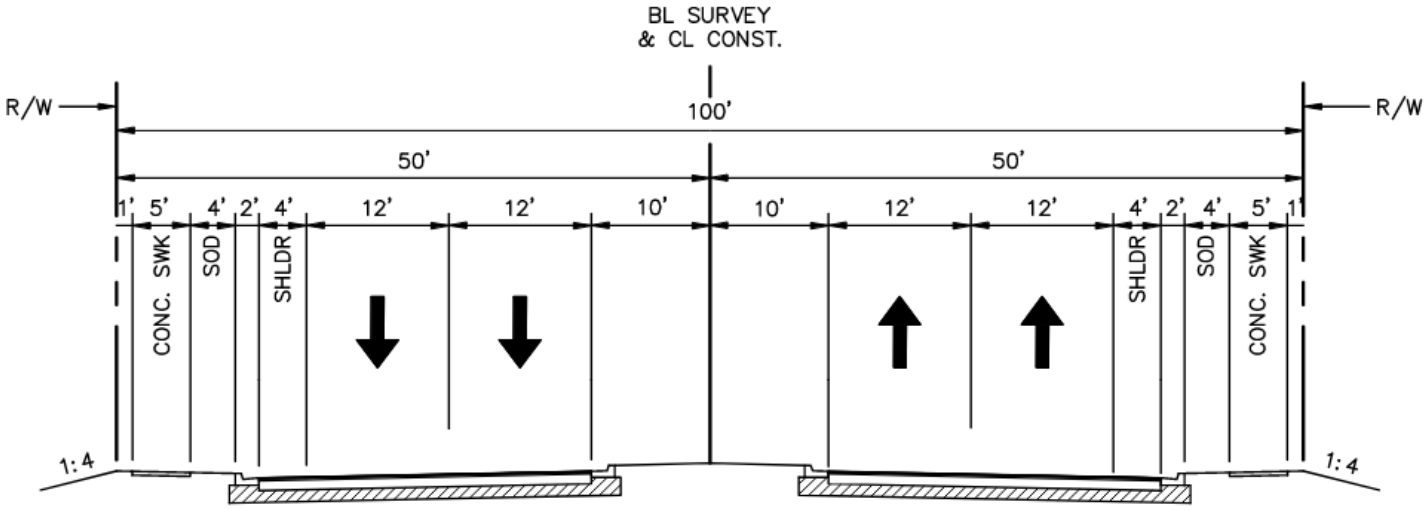
EXHIBIT E
TYPICAL SECTION



TYPICAL SECTION

EXHIBIT F
SCHEDULE OF DEVELOPER OBLIGATIONS

	Developer Obligation	Substantial Completion Deadline
1.	29th Widening	Prior to issuance of certificates of occupancy for 1,500,000 square feet of vertical improvements.
2.	484-29th Intersection Improvements	Prior to issuance of certificate of occupancy for 1,500,000 square feet of vertical improvements.
3.	20th Extension	Prior to issuance of certificates of occupancy for 500,000 square feet of vertical improvements.
4.	484-20th Intersection Improvements	Pursuant to paragraph 5.5.
5.	484-20th Updated Traffic Analysis	Pursuant to paragraph 5.5.

EXHIBIT G
DEVELOPER PROPERTY AVAILABLE FOR EXISTING DRA EXPANSION AND 484-29TH INTERSECTION IMPROVEMENTS

Lot 20, Lot 24, Tract "X" and Tract "Y" in Block 1493 of Marion Oaks Unit Seven, according to the plat thereof recorded in Plat Book O, Page 140, Public Records of Marion County, Florida, contiguous to SW 29th Avenue Road (depicted on the Plat as Lawrence Avenue).

And

Tract "R" in Block 1123 of Marion Oaks Unit Seven, according to the plat thereof recorded in Plat Book O, Page 140, Public Records of Marion County, Florida, contiguous to SW 29th Avenue Road (depicted on the Plat as Lawrence Avenue).

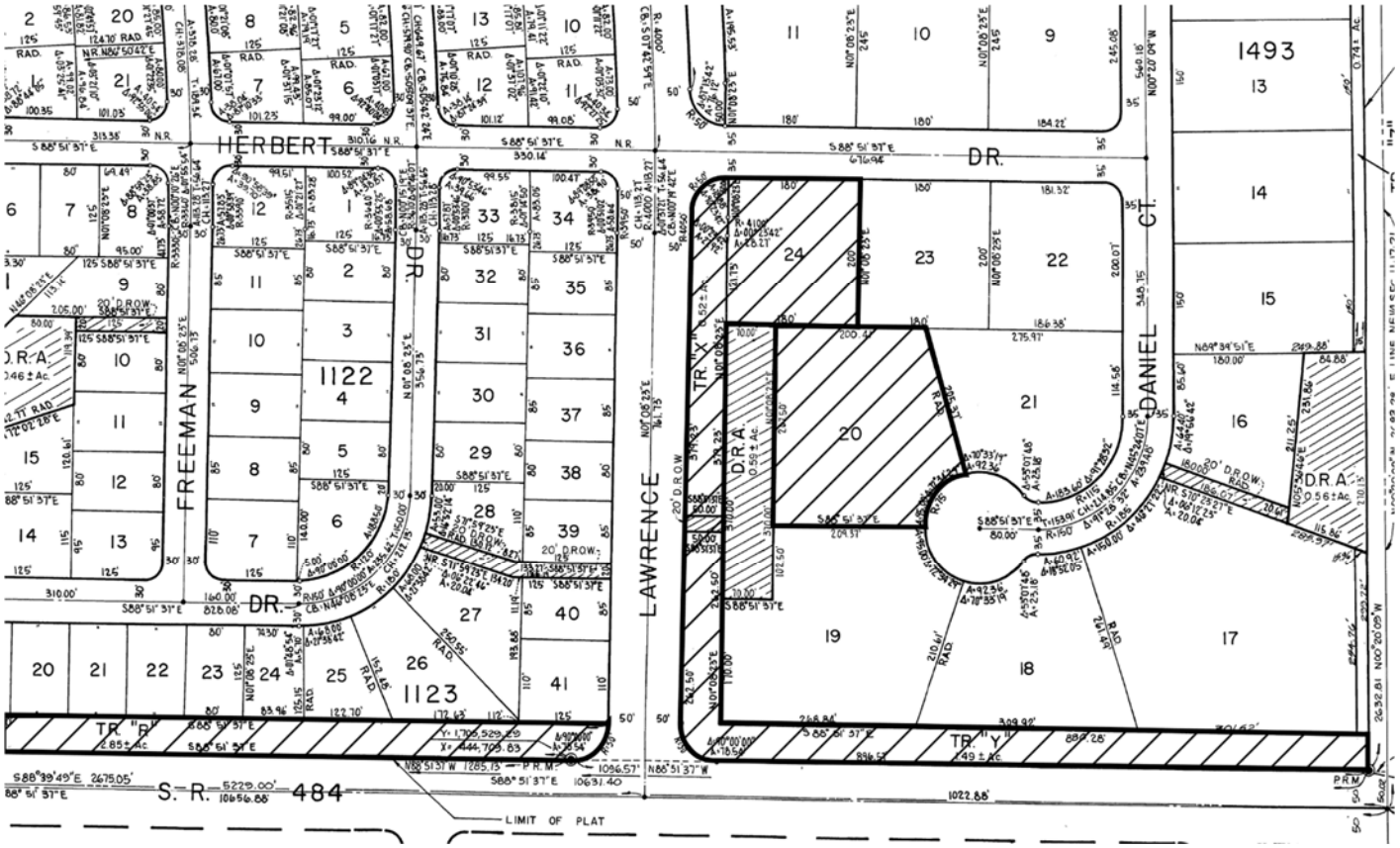


EXHIBIT H
PROPORTIONATE SHARE ANALYSIS

Intersection	Mitigation Required for Future Background Traffic Conditions	Additional Mitigation Required for 2040 With Project Traffic Conditions [1]							
		Improvement	Proportionate Share [1]	Construction Cost of Improvement [2]	Design & CEI 22% [3]	Right-of-Way 60% [3,4]	Total Cost of Improvement	Proportionate Share Cost per Improvement	Proportionate Share Cost per Intersection
Marion Oaks Boulevard at CR 484	--	Lengthen westbound left-turn lane from 505 feet to 625 feet	8.26%	$ 53,800	$ 11,836	$ -	$ 65,636	$ 5,422	$ 5,422
SW 20th Avenue Road at CR 484	Construction of a third eastbound and westbound through lane and dual westbound left-turn lanes on CR 484, construction of three northbound lanes on SW 20th Avenue Road	Implementing a northbound right-turn overlap phase and signal timing adjustments	100.00%	$ 25,000	$ 5,500	--	$ 30,500	$ 30,500	$ 30,500
								Total Estimated Trailhead North Proportionate Share Cost	**$ 35,922**

Notes:
(1) Proportionate share percentages associated with each improvement, as presented in the January 2023 traffic study.
(2) Construction costs taken from the FDOT Cost Per Mile Models.
(3) Design, Right-of-Way, and CEI percentages were obtained from the June 2015 Marion County Transportation Impact fee Study.
(4) Right-of-Way costs were not included in the estimate if there was sufficient right-of-way for the improvement.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

TRANSWESTERN NORTH
PLANNED UNIT DEVELOPMENT

MASTER PLAN

FOR

TDC DELTONA LAND, LLC

MARION COUNTY, FLORIDA

SECTION 1, 2 & 11, TOWNSHIP 17 SOUTH, RANGE 21 EAST

OCTOBER 2022

LEGAL DESCRIPTION

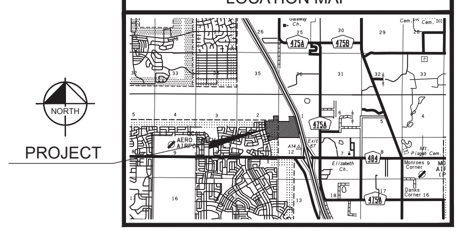
A PORTION OF MARION OAKS UNIT SEVEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140 THROUGH 153, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA LYING IN SECTIONS 1, 2 AND 11, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 1094 OF SAID PLAT OF MARION OAKS UNIT SEVEN; THENCE ALONG NORTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE (3) COURSES, (1) N.00°33'05"E., 685.08 FEET; (2) THENCE S.88°46'17"E., 637.64 FEET; (3) THENCE S.00°30'36"W., 684.50 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID BOUNDARY OF MARION OAKS UNIT SEVEN, ALONG SAID NORTH BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S.88°24'47"E., 50.38 FEET; (2) THENCE S.88°37'25"E., 635.41 FEET; (3) THENCE S.88°39'25"E., 661.31 FEET TO THE WEST BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°19'28"E., 683.10 FEET TO THE NORTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.88°34'01"E., 828.42 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (RIGHT-OF-WAY VARIES) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP - SECTION 36210-2406; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,489.49 FEET, A CENTRAL ANGLE OF 05°12'06", AND A CHORD BEARING AND DISTANCE OF S.17°21'33"E., 679.71 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, (1) A DISTANCE OF 679.95 FEET TO THE END OF SAID CURVE; (2) THENCE S.14°19'13"E., 39.62 FEET; (3) THENCE S.14°45'09"E., 708.43 FEET; (4) THENCE S.14°44'31"E., 705.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7875, PAGE 257 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHERLY AND EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) N.89°41'40"W., 88.11 FEET; (2) THENCE S.00°09'23"W., 680.78 FEET; (3) THENCE N.88°54'58"W., 1,327.84 FEET; (4) THENCE N.88°55'52"W., 1,302.62 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 1, N.88°41'39"W., 24.88 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID SECTION 1, ALONG THE SOUTH BOUNDARY OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 21 EAST, N.88°59'36"W., 24.77 FEET TO THE EAST BOUNDARY OF AFORESAID PLAT OF MARION OAKS UNIT SEVEN; THENCE ALONG SAID EAST BOUNDARY, S.00°20'08"E., 223.37 FEET TO THE PROLONGATION OF THE SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1493 OF SAID PLAT; THENCE ALONG SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1493 AND SAID PROLONGATION, S.89°39'52"W., 264.89 FEET TO THE WESTERLY BOUNDARY OF BLOCK 1493 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF BLOCK 1493 OF SAID PLAT, S.00°20'08"E., 6.67 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ELVIN STREET PER SAID PLAT AND THE PROJECT THEREOF THE FOLLOWING FOUR (4) COURSES: (1) S.89°39'52"W., 231.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 19°14'21", AND A CHORD BEARING AND DISTANCE OF S.80°02'41"W., 212.22 FEET; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 213.22 FEET TO A POINT OF TANGENCY; (3) THENCE S.70°25'31"W., 436.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°01'30", AND A CHORD BEARING AND DISTANCE OF N.65°03'44"W., 70.11 FEET; (4) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.69 FEET TO A POINT OF TANGENCY AND THE EASTERLY RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD (BEING A 100 FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.20°32'59"W., 431.98 FEET TO THE SOUTHERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, N.69°27'01"E., 299.99 FEET TO THE EASTERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, N.20°32'59"W., 100.00 FEET TO THE NORTHERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, S.69°27'01"W., 299.99 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.20°32'59"W., 100.00 FEET TO THE SOUTHERLY MOST CORNER OF LOT 1, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT, N.69°27'01"E., 299.99 FEET TO THE EASTERLY MOST CORNER OF LOT 1, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT THE FOLLOWING THREE (3) COURSES: (1) N.20°33'05"W., 63.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,650.00 FEET, A CENTRAL ANGLE OF 01°40'51", AND A CHORD BEARING AND DISTANCE OF N.19°42'32"W., 107.06 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.07 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°03'53", AND A CHORD BEARING AND DISTANCE OF N.63°24'03"W., 35.07 FEET; (3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.86 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT THE FOLLOWING TWO (2) COURSES: (1) S.72°04'01"W., 224.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 91°14'19", AND A CHORD BEARING AND DISTANCE OF S.26°26'14"W., 71.47 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.62 FEET TO THE END OF SAID CURVE AND TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,950.00 FEET, A CENTRAL ANGLE OF 11°25'30", AND A CHORD BEARING AND DISTANCE OF N.13°28'11"W., 786.34 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD, A DISTANCE OF 787.64 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°56'56", AND A CHORD BEARING AND DISTANCE OF S.53°13'54"E., 35.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE SOUTHERLY BOUNDARY OF TRACT V OF SAID PLAT, A DISTANCE OF 39.68 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY, N.81°17'38"E., 24.67 FEET TO THE EASTERLY BOUNDARY OF TRACT V OF SAID PLAT, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,900.00 FEET, A CENTRAL ANGLE OF 08°49'52", AND A CHORD BEARING AND DISTANCE OF N.03°42'11"W., 600.51 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND SAID EASTERLY BOUNDARY, A DISTANCE OF 601.11 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY, N.00°42'46"E., 379.57 FEET TO THE NORTH BOUNDARY OF SAID PLAT; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°17'57"E., 999.95 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 228.10 ACRES, MORE OR LESS.

UTILITY PROVIDERS

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
MARION COUNTY UTILITIES	JODY KIRKMAN	(352) 307-4625
CENTURYLINK	BILL MCCLOUD	(850) 599-1444
CHARTER COMMUNICATIONS	DUFFY MCCLELLAND	(352) 527-2189
CABLEVISION OF MARION COUNTY	JASON TORRES	(352) 854-0408 EXT 206
SUMTER ELECTRIC COOPERATIVE	PAULA PERRY	(352) 569-9672
TECO PEOPLES GAS - OCALA	DYLAN MATTHEWS	(352) 516-4621

LOCATION MAP



PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
TDC DELTONA LAND,LLC
3340 PEACHTREE ROAD NE, SUITE 1000
ATLANTA, GA 30326

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
101 EAST SILVER SPRINGS BLVD., SUITE 400
OCALA, FLORIDA 34470
(352) 438-3000

SURVEYOR:
JCH CONSULTING GROUP, INC.
426 SW 15TH STREET
OCALA, FLORIDA 34471
352-405-1582

GEOTECHNICAL ENGINEER:
UNDERGROUND ENGINEERING
2040 E. SR60E, BARTOW, FLORIDA 33830
(863) 800-9627

PARCEL NUMBERS

41200-035-00, 41200-037-00, 41200-004-00, 41200-011-01, 41200-006-00, 41200-036-00, 8007-0000101, 8007-0001-26, 8007-1124-00, 8007-1094-01, 8007-1094-02, 8007-1094-03, 8007-1094-04, 8007-1094-05, 8007-1094-06, 8007-1094-07, 8007-1094-08, 8007-1094-09, 8007-1094-10, 8007-1094-11, 8007-1094-12, 8007-1094-13, 8007-1095-01, 8007-1095-02, 8007-1095-03, 8007-1095-04, 8007-1095-05, 8007-1096-01, 8007-1096-02, 8007-1096-03, 8007-1096-04, 8007-1096-05, 8007-1096-06, 8007-1097-01, 8007-1097-02, 8007-1097-03, 8007-1097-04, 8007-1097-05, 8007-1097-06, 8007-1098-01, 8007-1098-02, 8007-1098-03, 8007-1098-04, 8007-1098-05, 8007-1098-06, 8007-1098-07, 8007-1098-08, 8007-1098-09, 8007-1098-10, 8007-1098-11, 8007-1098-12, 8007-1099-02, 8007-1099-04, 8007-1099-05, 8007-1100-01, 8007-1100-02, 8007-1100-03, 8007-1100-04, 8007-1100-05, 8007-1100-06, 8007-1100-07, 8007-1100-08, 8007-1100-09, 8007-1130-01, 8007-1130-02, 8007-1130-03, 8007-1130-04, 8007-1131-01, 8007-1131-02, 8007-1131-03, 8007-1131-04, 8007-1131-05, 8007-1131-06, 8007-1131-07, 8007-1131-08, 8007-1131-09, 8007-1131-10, 8007-1493-01, 8007-1493-02, 8007-1493-03, 41200-034-00

WATER:
POTABLE WATER WILL BE PROVIDED BY MARION COUNTY.

SEWER:
WASTEWATER WILL BE PROVIDED BY MARION COUNTY.

FEMA DESIGNATION:
PROPERTY LIES IN FLOOD ZONE "X" - AN AREA OF MINIMAL FLOODING PER THE FLOOD INSURANCE RATE MAP NUMBER 12083C0716E, EFFECTIVE APRIL 19, 2017.

DRAINAGE SUMMARY:
THIS PROJECT SHALL UTILIZE ON-SITE WATER RETENTION AREAS SIZED TO MEET THE REGULATORY REQUIREMENTS OF MARION COUNTY AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT. ALL RETENTION AREAS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

MAINTENANCE:
THE PROPERTY OWNER SHALL PROVIDE PERPETUAL MAINTENANCE FOR THE PRIVATE STREETS, NEW & REPLACEMENT STREET SIGNS, DRAINAGE SYSTEMS AND COMMON AREAS OF THE DEVELOPMENT AND FOR OPERATION AND MAINTENANCE OF ALL PRIVATE FACILITIES. ROADS DESIGNATED FOR DEDICATION TO THE PUBLIC SHALL BE MAINTAINED BY MARION COUNTY.

"I HEREBY CERTIFY THAT I, MY SUCCESSORS, AND ASSIGNS SHALL PERPETUALLY OPERATE AND MAINTAIN THE STORMWATER MANAGEMENT FACILITY AND ASSOCIATED ELEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS SHOWN HEREIN AND ON THE APPROVED PLAN."

____
STEVE KROS
AUTHORIZED AGENT
TDC DELTONA LAND, LLC

DRAWING INDEX

SHEET	TITLE
C001	COVER SHEET
C002	AERIAL PHOTOGRAPH
C003	EXISTING CONDITIONS
C004	PUD MASTER PLAN
C005	FUTURE LAND USE & ZONING PLAN
C006	MASTER UTILITY PLAN
C007	BUFFER & SIGNAGE PLAN

SPECIAL NOTES

THE PLANNED DEVELOPMENT SHALL BE IN COMPLIANCE WITH MARION COUNTY LAND DEVELOPMENT CODE SEC. 4.2.31.- PLANNED UNIT DEVELOPMENT

1. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO SUBMIT A TRAFFIC IMPACT ANALYSIS THAT IS CONSISTENT WITH THE COUNTY'S TRAFFIC STUDY GUIDELINES AND CONCURRENCY MANAGEMENT SYSTEM. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO PROVIDE ALL NECESSARY TRAFFIC IMPROVEMENT MITIGATIONS AS DETERMINED BY A TRAFFIC ANALYSIS.
2. PER MARION COUNTY LAND DEVELOPMENT CODE SEC. 4.2.31., THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 20% OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PUD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PUD.
3. AT THE TIME OF SITE PLAN OR SUBDIVISION PLANS FOR EACH AREA IN THE PD, A TREE SURVEY AND TREE MITIGATION PLANS ARE REQUIRED PURSUANT TO MARION COUNTY CODE OF ORDINANCES.
4. ALL LANDSCAPING AND IRRIGATION DESIGN PLANS FOR THE ENTIRE PUD ARE REQUIRED TO BE COMPLETED BY A REGISTERED LANDSCAPE ARCHITECT. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS, AND BE INVOLVED IN THE SITE CLEARING PROCESS TO ENSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN TO BE SAVED ON ANY FINAL LANDSCAPE PLANS.
5. PRIOR TO APPROVAL OF ANY SITE PLAN, AN ENVIRONMENTAL ASSESSMENT MEETING THE REQUIREMENTS OF MARION COUNTY LAND DEVELOPMENT CODE MUST BE APPROVED BY MARION COUNTY.
6. ALL IMPACT FEES WILL BE DETERMINED AT EACH PROJECT REVIEW WITHIN THE PUD.
7. THIS PROPOSED PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE PROPERTY ARE SUBJECT TO A DEFERRED CONCURRENCY DETERMINATION, AND FINAL APPROVAL TO DEVELOP THE PROPERTY HAS NOT BEEN OBTAINED. THE COMPLETION OF CONCURRENCY REVIEW AND/OR APPROVAL HAS BEEN DEFERRED TO LATER DEVELOPMENT REVIEW STAGES, SUCH AS, BUT NOT LIMITED TO IMPROVEMENT PLAN, FINAL PLAT, SITE PLAN OR BUILDING PERMIT REVIEW.

No.	REVISIONS	DATE	BY
△	NOT FOR CONSTRUCTION	-	-

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I HEREBY CERTIFY THAT THESE PLANS WERE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, EXCEPT AS WAIVED.

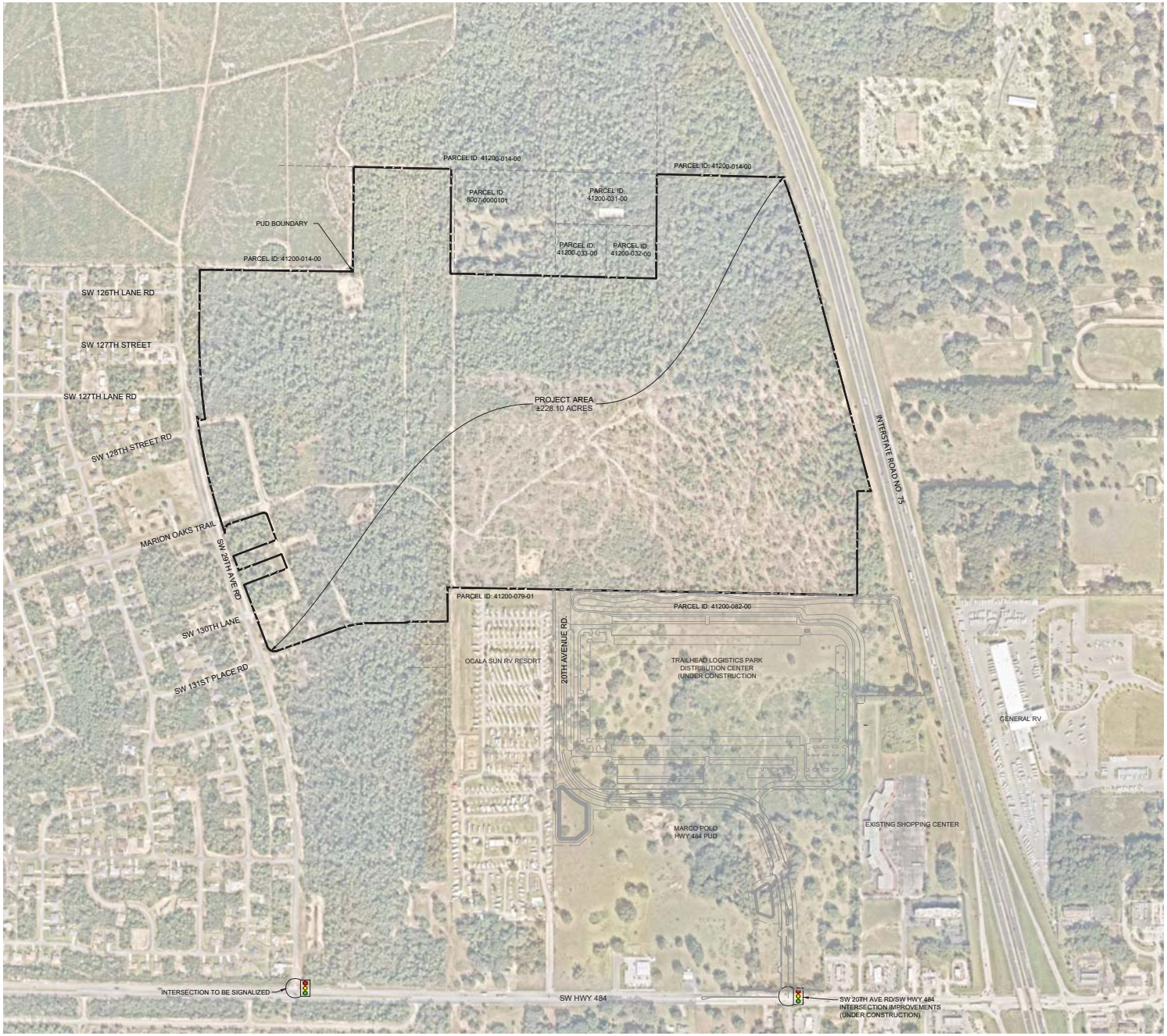
LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER 58568
DATE: OCTOBER 2022

KHA PROJECT	142933003
DATE	OCTOBER 2022
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	KHA

COVER SHEET

TRANSWESTERN NORTH
PREPARED FOR
TDC DELTONA LAND, LLC
MARION COUNTY FLORIDA

SHEET NUMBER
C001



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KHA PROJECT 142933003
DATE OCTOBER 2022
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY KHA

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
KHA 58568
DATE: OCTOBER 2022

AERIAL PHOTOGRAPH

TRANSWESTERN NORTH
PREPARED FOR
TDC DELTONA LAND, LLC
MARION COUNTY FLORIDA

SHEET NUMBER
C002

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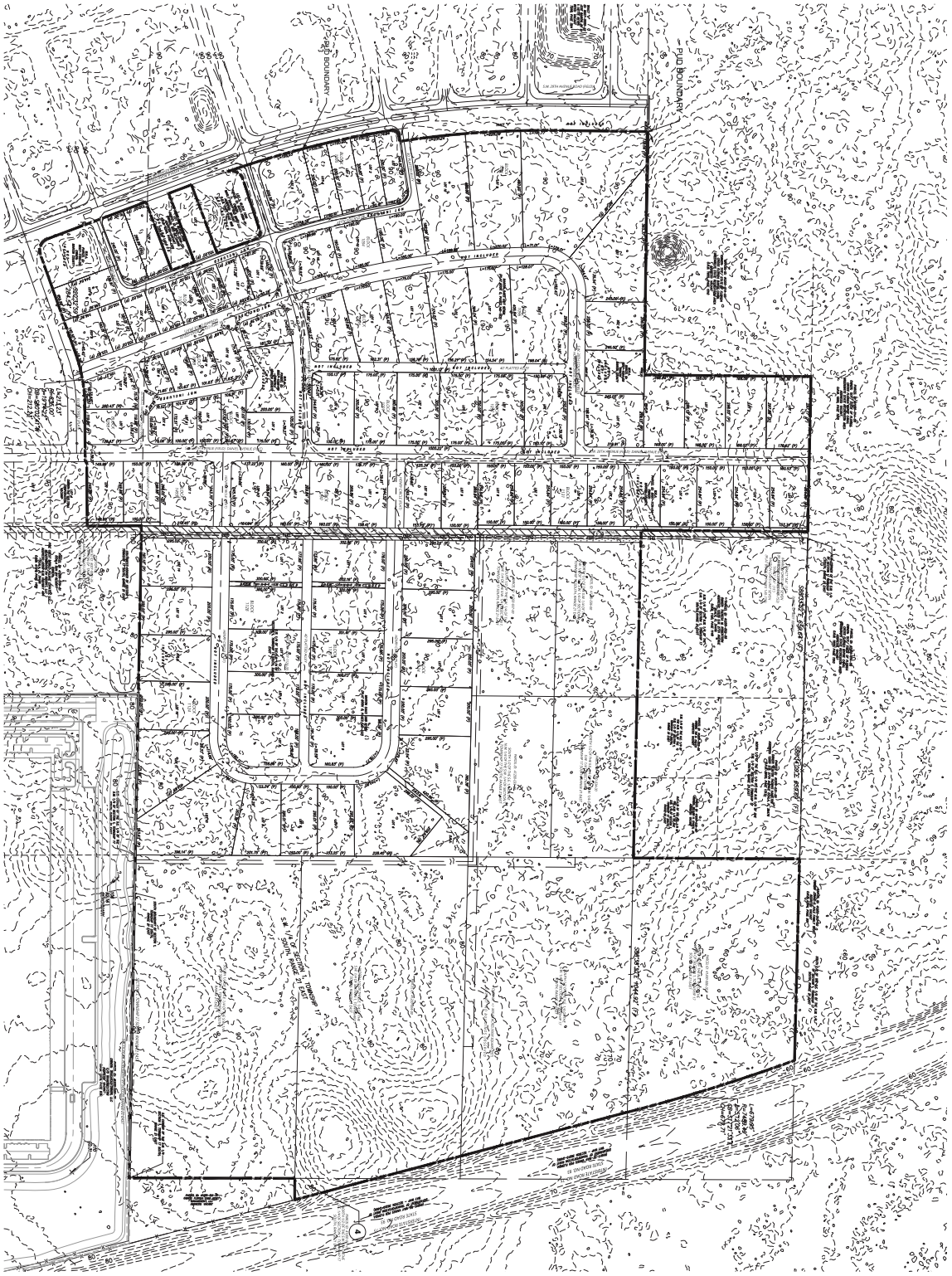

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

NOTE:
1. 1-FOOT CONTOURS PROVIDED PER MARION COUNTY'S LAND DEVELOPMENT SECTION 2.12.3 TOPOGRAPHIC MAPS. 1-FOOT CONTOURS NOT AVAILABLE GIS LIDAR DATA. TOPOGRAPHY SHALL BE VERIFIED PRIOR TO FINAL DESIGN.
2. ALTA/NSPS LAND TITLE SURVEY PERFORMED BY JOH CONSULTING GROUP INC. ON MAY 17, 2022

SHEET NUMBER C003	TRANSWESTERN NORTH PREPARED FOR TDC DELTONA LAND, LLC MARION COUNTY FLORIDA	EXISTING CONDITIONS	KHA PROJECT 142933003 DATE OCTOBER 2022 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY KHA

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE: OCTOBER 2022

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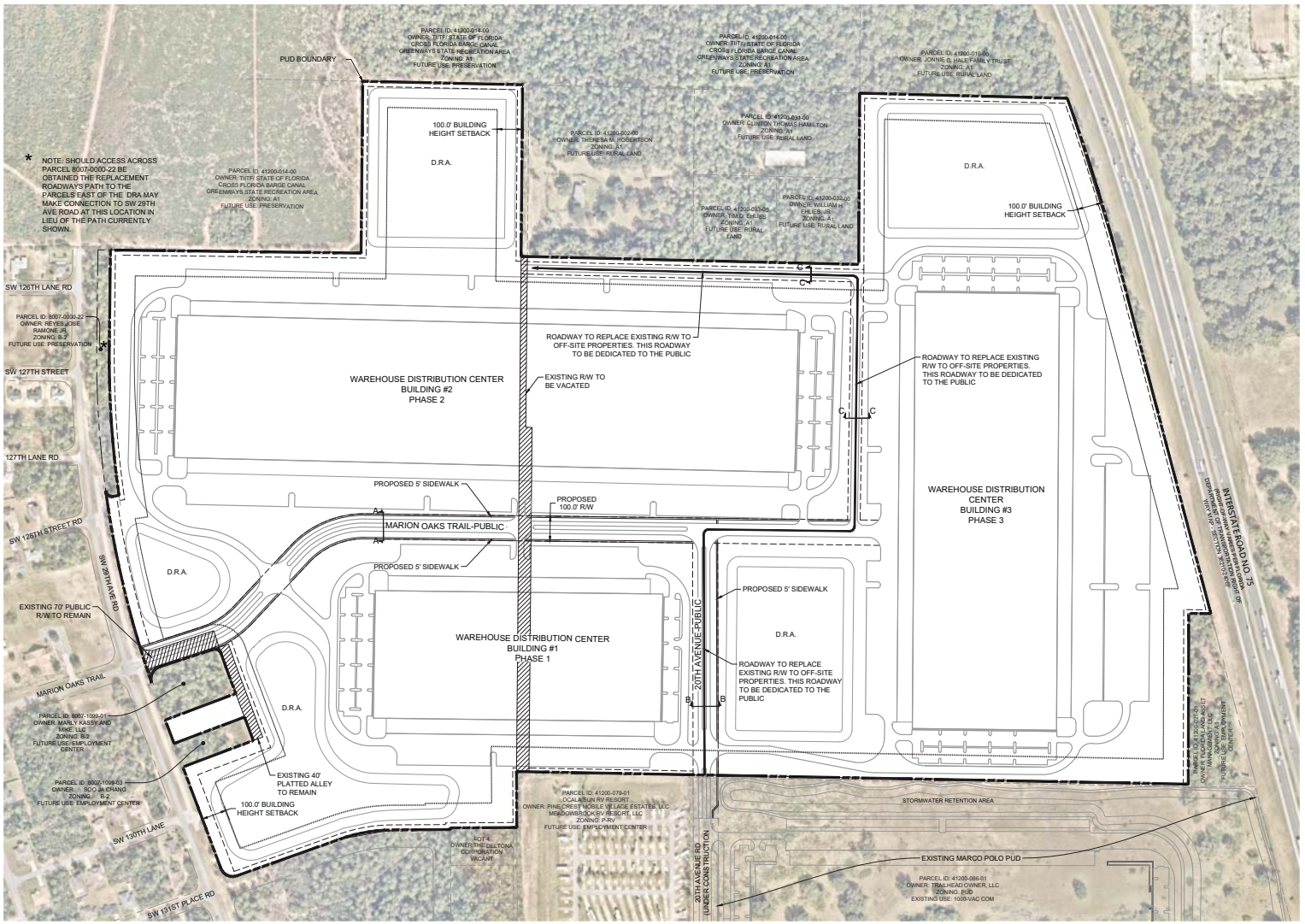
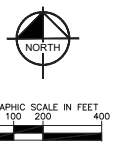
ATTACHMENT B

B-3



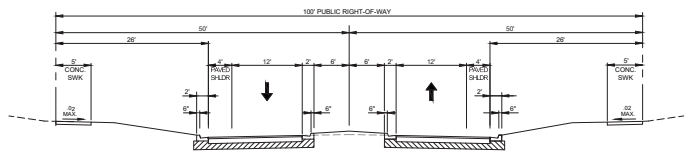


SITE DATA TABLE

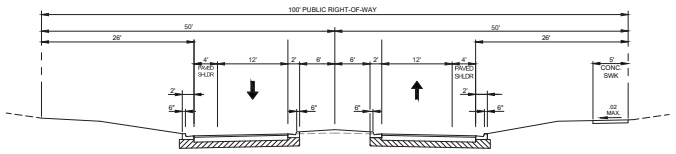
PROJECT NAME	TRANSWESTERN NORTH
PROJECT LOCATION	SW 20TH AVENUE ROAD & SW 29TH AVE ROAD
OWNER	TDC DELTONA LAND, LLC 3340 PEACHTREE ROAD NE, SUITE 1000 ATLANTA, GA 30326
TOTAL SITE AREA	228.10 ACRES
SPRINGS PROTECTION ZONE	SECONDARY
OPEN SPACE REQUIRED	20% MINIMUM
FLOOD ZONE	X
FEMA PANEL	12083C0716E
EXISTING FUTURE LAND USE	EC, P AND R/L
EXISTING ZONING	B-2, B-4, M-1 AND A-1
INDUSTRIAL USE	
TOTAL AREA	228.05 ACRES
MAX DENSITY	UP TO 3,600,000 S.F. (2.0 FAR OR PER CONCURRENCY AG/AGREEMENT)
ALLOWABLE USES	OFFICE, COMMERCIAL, INDUSTRIAL, PUBLIC, RECREATION, RESIDENTIAL, CAMPGROUNDS, RECREATIONAL VEHICLE PARK
BUILDING SETBACK REQUIREMENTS	
MINIMUM FRONT SETBACK	40'
MINIMUM SIDE SETBACK	25'
MINIMUM REAR SETBACK	25'
ACCESSORY STRUCTURE SETBACK	25'
BUILDING HEIGHT RESTRICTION SETBACK PER LDC 4.2.31E(4)(b)(1)	100'
MAXIMUM BUILDING HEIGHT	75 FEET
ROADS	PUBLIC AS NOTED, PRIVATE IF NOT NOTED
POTABLE WATER & SANITARY SEWER	MARION COUNTY UTILITIES
DRAINAGE	PRIVATE

P.U.D. NOTES:

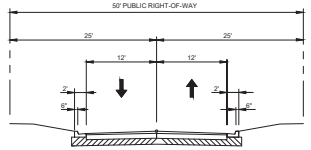
1. ALLOWABLE USES WITHIN PUD ARE ALL USES ALLOWABLE BY THE EMPLOYMENT CENTER LAND USE CATEGORY. IF DIFFERENT USES THAN THE DEPICTED WAREHOUSE/DISTRIBUTION USES ARE PROPOSED, THE MASTER PLAN SHALL BE SUBJECT TO REVIEW BY MARION COUNTY.
2. GENERAL PROJECT LAYOUT IS DEPICTED. LOCATIONS OF FINAL SITE IMPROVEMENTS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING DESIGN AND AGENCY REVIEW.
3. PHASING OF THE PROJECT WILL BE ALLOWED DURING DEVELOPMENT REVIEW.
4. AS REQUIRED BY MARION COUNTY LAND DEVELOPMENT CODE, A TRAFFIC IMPACT ANALYSIS SHALL MEET THE MINIMUM REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE.
5. THIS PROPOSED PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE PROPERTY ARE SUBJECT TO A DEFERRED CONCURRENCY DETERMINATION, AND FINAL APPROVAL TO DEVELOP THE PROPERTY HAS NOT BEEN OBTAINED. THE COMPLETION OF CONCURRENCY REVIEW AND/OR APPROVAL HAS BEEN DEFERRED TO LATER DEVELOPMENT REVIEW STAGES, SUCH AS, BUT NOT LIMITED TO IMPROVEMENT PLAN, FINAL PLAT, SITE PLAN OR BUILDING PERMIT REVIEW.



TYPICAL SECTION A-A



TYPICAL SECTION B-B



TYPICAL SECTION C-C

No.	REVISIONS	DATE	BY
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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE: OCTOBER 2022

KHA PROJECT	142933003
DATE	OCTOBER 2022
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	KHA

PUD MASTER PLAN

TRANSWESTERN NORTH

PREPARED FOR
TDC DELTONA LAND, LLC
MARION COUNTY FLORIDA

SHEET NUMBER
C004

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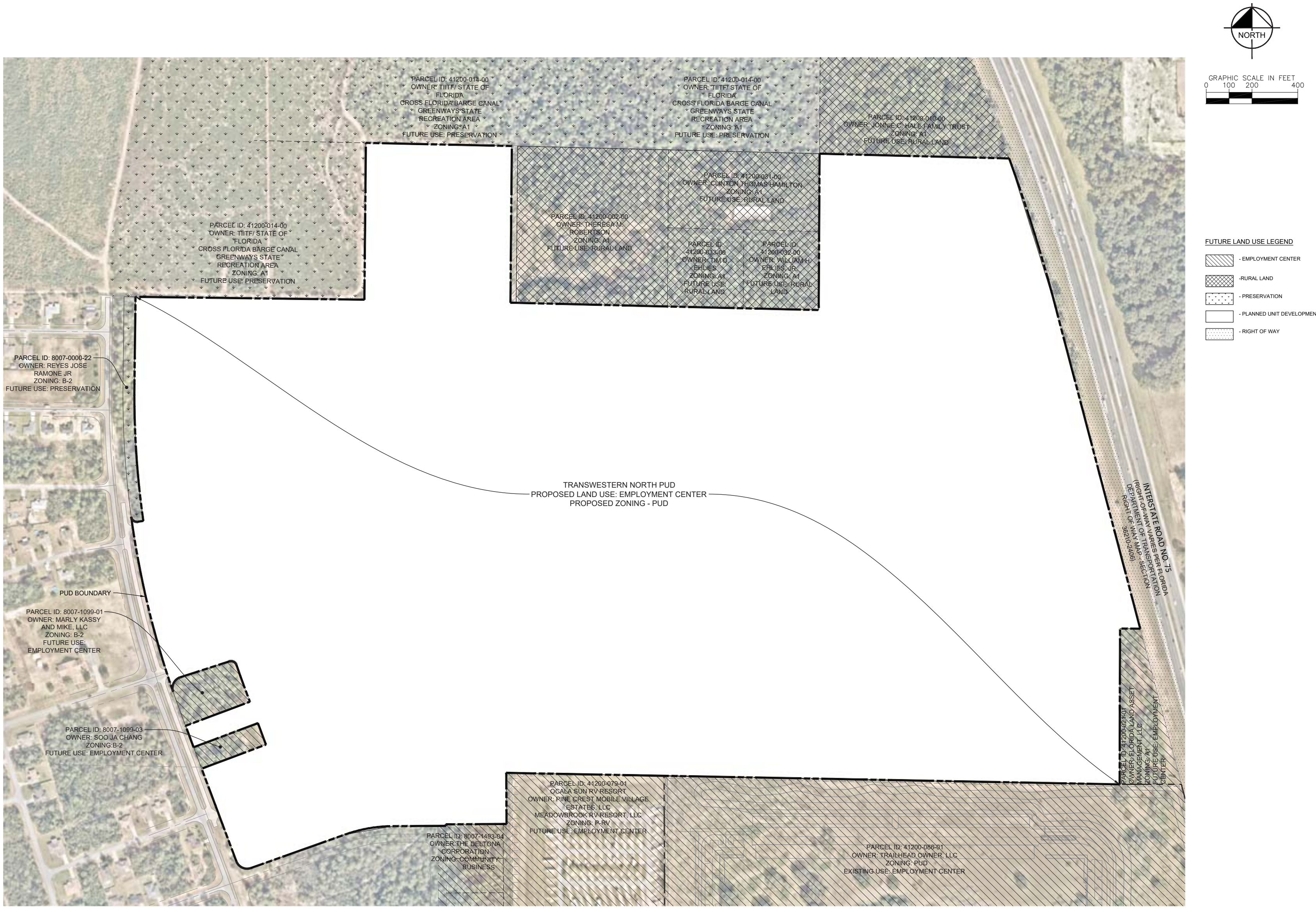

No. | REVISIONS | DATE | BY

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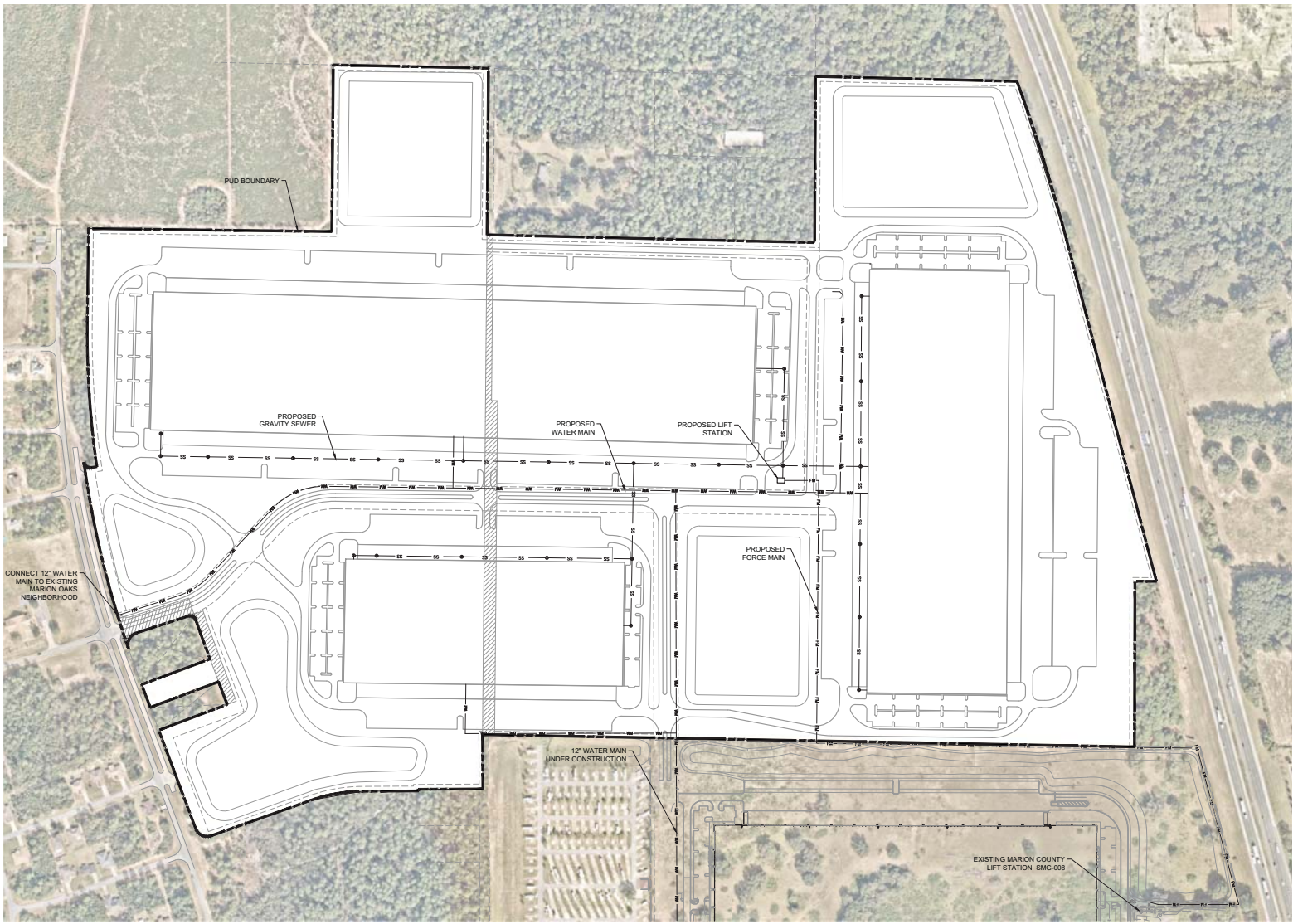
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER 58568
DATE: OCTOBER 2022

KHA PROJECT 142933003
DATE OCTOBER 2022
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY KHA

FUTURE LAND USE & ZONING PLAN

TRANSWESTERN NORTH
PREPARED FOR
TDC DELTONA LAND, LLC
MARION COUNTY FLORIDA

SHEET NUMBER
C005



NORTH

GRAPHIC SCALE IN FEET
0 100 200 400

UTILITY NOTES:

1. ALL UTILITY CONSTRUCTION IS SUBJECT TO THE DESIGN AND PERMITTING REQUIREMENTS OF MARION COUNTY.
2. ALL UTILITY MAIN LINES ON PUBLIC STREETS WILL BE DEDICATED TO MARION COUNTY FOR OWNERSHIP AND MAINTENANCE.
3. UTILITY CONNECTION FEES WILL BE CALCULATED BY MARION COUNTY AT THE TIME OF DEVELOPMENT REVIEW.

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION	-	

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KHA PROJECT 142933003
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CHECKED BY KHA

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE: OCTOBER 2022

MASTER UTILITY PLAN

TRANSWESTERN NORTH
PREPARED FOR
TDC DELTONA LAND, LLC
MARION COUNTY FLORIDA

SHEET NUMBER
C006

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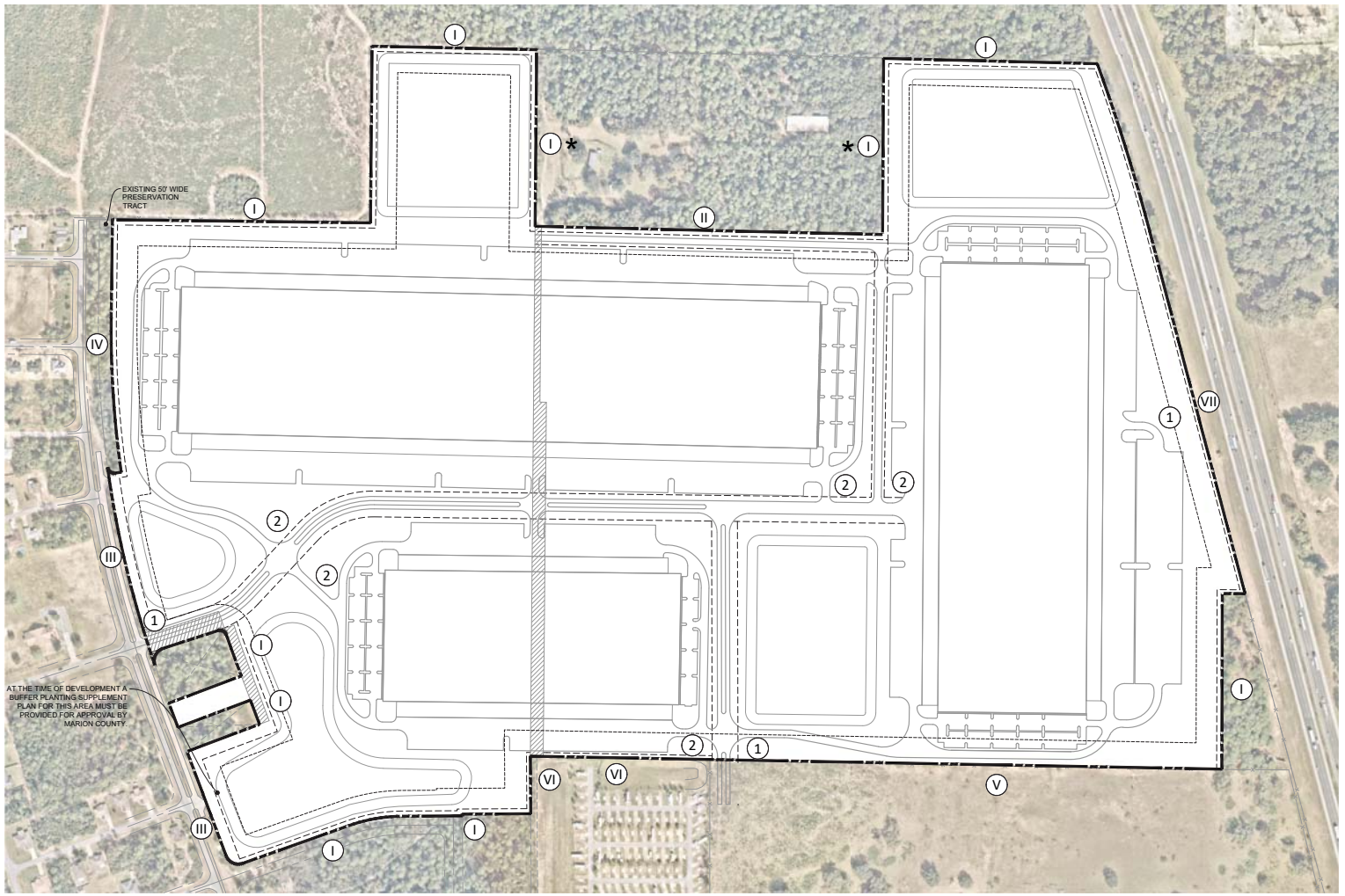
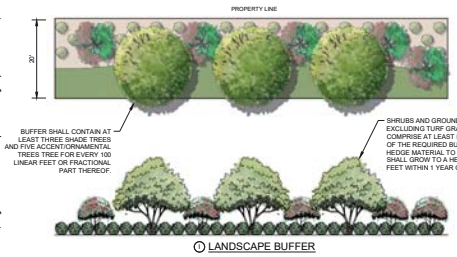


NORTH

GRAPHIC SCALE IN FEET
0 100 200 400

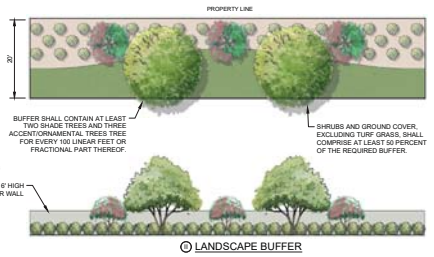
SIGNAGE TABLE	
1	MULTIPLE OCCUPANCY COMPLEX SIGNAGE: AT THESE LOCATIONS A MULTIPLE OCCUPANCY COMPLEX SIGN IS ALLOWED SUBJECT TO THE FOLLOWING CONDITIONS: 1. MAXIMUM HEIGHT 30'. 2. MULTIPLE OCCUPANCY SIGNS LOCATED ADJACENT TO I-75 SHALL HAVE A MAXIMUM HEIGHT OF 45'.
2	ONSITE IDENTIFICATION FREESTANDING SIGNAGE: AT THESE LOCATIONS A FREESTANDING SIGN IS ALLOWED FOR EACH INDIVIDUAL USER WITHIN THE PUD SUBJECT TO THE FOLLOWING CONDITIONS: 1. ALL SIGNS SHALL BE GROUND MOUNTED; NO POLE MOUNTED SIGNS SHALL BE ALLOWED. 2. MAXIMUM HEIGHT 30 FEET. 3. MAXIMUM OF 400 SQUARE FEET PER SIGN FACE.
NOTE: FOR ALL ONSITE USERS, ALL OTHER SIGNAGE SUCH AS WALL SIGNS, ROOF SIGNS, UNDER-CANOPY SIGNS, INCIDENTAL SIGNS, ETC. SHALL BE ALLOWED PER THE MARION COUNTY L.D.C. SECTION 4.4.4(H).	

BUFFER TABLE	
I	20' WIDE LANDSCAPED BUFFER
II	20' WIDE LANDSCAPED BUFFER WITH WALL
III	50' WIDE NATURAL BUFFER, PRESERVE EXISTING VEGETATION
IV	10' WIDE NATURAL BUFFER AGAINST PRESERVATION TRACT, PRESERVE EXISTING VEGETATION
V	0' BUFFER, INDUSTRIAL TO INDUSTRIAL
VI	15' WIDE LANDSCAPED BUFFER, CONSISTENT WITH MARCO POLO PUD
VII	15' WIDE LANDSCAPED BUFFER, INDUSTRIAL TO I-75

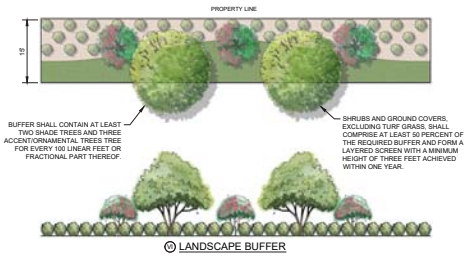


Ⓘ LANDSCAPE BUFFER

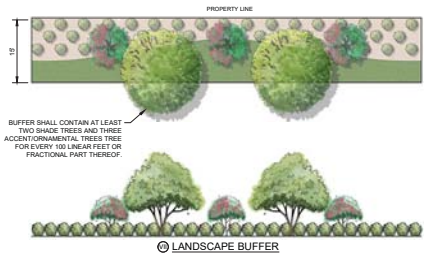
★ AT THIS LOCATION A 6' HIGH CHAIN LINK FENCE W/ OPAQUE SLATS SHALL BE INCLUDED



Ⓘ LANDSCAPE BUFFER



Ⓥ LANDSCAPE BUFFER



Ⓥ LANDSCAPE BUFFER

No.	DATE	BY
1	–	–
A	NOT FOR CONSTRUCTION	
	REVISIONS	

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CHECKED BY KHA

BUFFER & SIGNAGE PLAN

TRANSWESTERN NORTH
PREPARED FOR
TDC DELTONA LAND, LLC
MARION COUNTY FLORIDA

SHEET NUMBER
C007

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Development Review Comments Letter

4/10/2023 6:06:50 PM

TRANSWESTERN NORTH PUD
DEVELOPERS AGREEMENT #29857

ID	DESCRIPTION	REMARK	STATUS	DEPT	APPLICANT RESPONSE
1	Developers Agreement	N/A	INFO	911	
2	Developers Agreement	N/A	INFO	DOH	
3	Developers Agreement	No comments.	INFO	ENGDRN	
4	Developers Agreement	Approved	INFO	FRMSH	
5	Developer Agreement	No issues with agreement	INFO	IMPCT	
6	impact	No issues with agreement	INFO	IMPCT	
7	Developers Agreement	n/a	INFO	LSCAPE	
8	Verify compliance as applicable with Article 6.7, 6.8, and 6.9	n/a	INFO	LSCAPE	
9	Developers Agreement	A) Growth Services – Land Use has provided a series of review remarks for transmittal directly to the Developer's Attorney, however the items are briefly summarized below: 1. Opening paragraph – delete the date of June 6, 2018 – leave a blank space. 2. Item C – The PUD proposes options for other use – should this been noted/acknowledged here, although "industrial warehouse development" may be the primary use. 3. Item 1.5 – The 20th Extension will connect to 29th, but not to 484 – something may be off in regards to this description. 4. Item 3 – The Dev. Agreement needs to address the statutory requirements for Agreements, not just use and density, but population density, building intensities, height, etc. – especially given the range of uses proposed. 5. Item 4 – The study assesses industrial warehouse development but exchanges will be authorized, but is a buildout of 2025 appropriate? Particularly if there are exchanges? 6. Item 5.2.1 – Road design needs to be more specific – and may also address with updating Exhibit "E" to provide two cross-section illustrations. 7. Item 5.8.2.2. – May need to be adjusted if the 29th widening does become a PUD requirement. 8. Item 6.2.1 – Deltona is listed as the property owner of the Exhibit "G" parcels but they aren't a party to the Agreement. How will their participation be ensured? 9. Item 7.3 – Impact Fee Credits expire in 20 years per the LDC, but the Agreement is proposed for 30 years – clarification that this "mis-match" is intended is necessary. And there may need to be language addressing the expiration of credits, the expiration of the PUD/plans, as well as the sale of credits as capacity reservation is separate from credits and impact fee payments. 10. Item 9.1 – Can/how would exchanges affect the trip reservation – or will it – acknowledging it may limit development potential. Are this supposed to be general trips or PM peak hour trips?	NO	LUCURR	

		11. Items 9.2 & 9.4 – LDC looks for capacity reservation and capacity reservation fees to be tied to project approvals. A reservation beyond their expiration if the one or more are not built or completed so they expire may create issues as the capacity reservation fees act as a credit to the impact fees. Add language to address sale of credits leaving none remain if project is incomplete will then require payment of any potentially then due impact fees. 12. Item 13 – The PUD Rezoning with master plan is being considered, but it needs more specific Development Standards for the alternative uses. 13. Item 16.15 – 30-year agreement vs Impact Fee Credits and Capacity Reservation/Fee timing. 14. Item 16.18 – Enlarge the Exhibits sufficient to make them legible. B) Review remarks from the County Attorney have been provided directly to the Developer's Attorney, the Agreement applicant.			
10	Developers Agreement	APPROVED - no water or sewer impacts as a result of this DA.	INFO	UTIL	
11	Developers Agreement		INFO	ZONE	

TRAFFIC STUDY

TRAILHEAD LOGISTICS PARK NORTH

MARION COUNTY, FLORIDA

Prepared for:

TRANSWESTERN DEVELOPMENT COMPANY

Prepared by:

KIMLEY-HORN AND ASSOCIATES, INC.

JANUARY 2023

Kimley»Horn

TRAFFIC STUDY

TRAILHEAD LOGISTICS PARK NORTH

MARION COUNTY, FLORIDA

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KIMLEY-HORN AND ASSOCIATES, INC.

142933004
January 2023
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EXECUTIVE SUMMARY

This Traffic Study has been prepared to support a Planned Unit Development (PUD) zoning application for a proposed industrial warehouse / distribution development generally located north of County Road (CR) 484, west of I-75, and east of SW 29th Avenue Road. This analysis has been performed in accordance with the City of Ocala/Marion County Traffic Impact Analysis (TIA) guidelines and the methodology, which was approved by Marion County.

The PUD proposes up to 3,600,000 square feet of industrial warehouse/distribution uses within three buildings. A conceptual site plan is included in the **Appendix**. For the purpose of this study, a single buildout year of 2027 was assumed.

Site access will be provided through the following:

- Connection to the south along SW 20th Avenue Road, which connects to CR 484 at a signalized intersection
- Connection as a new east leg of the intersection of SW 29th Avenue Road and Marion Oaks Trail

SW 20th Avenue Road is being constructed from the boundary of the Trailhead North development and Trailhead Logistics Park South site to the existing intersection of SW 20th Avenue Road and CR 484. The new roadway extension is being constructed by the Trailhead developer. The new roadway will be a combination of four-lane and two-lane roadway segments. A further extension of SW 20th Avenue Road north into the Trailhead North site is proposed as part of the site development. The roadway will continue west to connect to SW 29th Avenue Road at the intersection with Marion Oaks Trail.

Florida Department of Transportation (FDOT) has roadway improvements planned and funded for the segment of CR 484 from west of SW 20th Avenue Road to east of CR 475A (FPID 433651-1). Construction of these improvements is underway and expected to be complete by 2024, therefore the improvements were utilized when analyzing the roadway network for background traffic conditions. Improvements planned by Marion County at the intersection of Marion Oaks Boulevard and CR 484 (FPID 449277-1) were also included as background improvements prior to the addition of project traffic.

Additional roadway and intersection improvements were identified to be needed within the 2027 timeframe considering background traffic conditions (before the addition of project traffic). These improvements do not require proportionate share mitigation by the Project per Florida Statute. The following improvements were identified to be needed to provide acceptable level of service under future background traffic conditions:

- Widening of CR 484 from Marion Oaks Boulevard to CR 475A from 4 lanes to 6 lanes
- Signalization of the intersection of SW 29th Avenue Road at CR 484
- Constructing anticipated buildout geometry of the intersection of SW 20th Avenue Road at CR 484 per the prior Marco Polo PUD study

The following additional transportation improvements were found to be needed at project buildout to provide for acceptable level of service and traffic operations

- Lengthening of the westbound left-turn lane on CR 484 at Marion Oaks Boulevard by 120 feet
- Implementing a right-turn overlap for the northbound right-turn movement at the intersection of SW 20th Avenue Road and CR 484

Proportionate share mitigation is required for the improvements that are necessary in addition to those under future background traffic conditions to allow for acceptable traffic operations and level of service with the buildout traffic volumes.

SW 29th Avenue Road was previously contemplated to be four lanes with the Deltona development agreements. There is 100 feet of right-of-way and portions of the roadway are constructed with four lanes. The projected traffic volumes on SW 29th Avenue Road at project buildout do not require widening to four lanes to meet level of service standards; however, the developer has committed to constructing the widening. A traffic signal is shown to be needed at the intersection of SW 29th Avenue Road at CR 484 under future background traffic conditions. The developer has committed to constructing a traffic signal at this location, although no proportionate share mitigation is required per Florida Statute. The cost of the improvements to widen SW 29th Avenue Road and signalize the intersection with CR 484 will be in excess of the proportionate share requirements identified in this traffic study to mitigate for the traffic impacts of the development. The developer will enter into a Chapter 163 Concurrency Development Agreement and Impact Fee Reimbursement Agreement with Marion County to receive credit against the required proportionate share mitigation and transportation impact fees for the improvements to SW 29th Avenue Road.

An interim evaluation was performed for the intersection of SW 20th Avenue Road at CR 484 for the time period when the Trailhead Logistics Park North development will be fully built out, but considering that the Marco Polo PUD and Florida Crossroads Commerce Park may not be constructed, nor any associated future improvements at the intersection. The following interim improvements have been identified for the full buildout of the Trailhead Logistics Park North site prior to the full buildout improvements identified to support the Marco Polo PUD development:

- Restriping the north leg of the intersection to have a left-turn lane, shared through/left-turn lane, and right-turn lane
- Implementation of northbound/southbound split phasing and associated timing adjustments

The developer will enter into a Chapter 163 Concurrency Development Agreement with Marion County that will include a requirement to perform an operational study of the intersection with observed traffic volumes for specific development thresholds within the Trailhead Logistics Park North PUD. The findings of the study will be discussed with Marion County to identify if modifications to the north leg of the intersection and/or signal timing and phasing are required.

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INTRODUCTION

Kimley-Horn has performed this traffic study for the proposed Trailhead Logistics Park North industrial facility. The project site is generally located north of the intersection of SW 20th Avenue Road and CR 484, west of I-75 in Marion County, Florida. The proposed industrial park will be built in a single phase with an expected 2027 buildout year.

This traffic study was performed assuming 3,600,000 square feet of industrial uses at full buildout. The study identifies transportation needs within the study area under existing conditions, future background conditions (before the addition of project traffic) and project buildout conditions (with project traffic). The analysis has been performed in accordance with the City of Ocala/Marion County Traffic Impact Analysis guidelines and the methodology, which was approved by Marion County. The approved methodology and methodology correspondence are included in the **Appendix**.

Access to the property is proposed via the existing signalized intersection on CR 484 at SW 20th Avenue Road and SW 29th Avenue Road at Marion Oaks Trail.

To accommodate the Trailhead Logistics Park South development, SW 20th Avenue Road is being constructed as a new roadway north of CR 484 by the Trailhead developer. The new roadway will be a combination of a four-lane roadway near CR 484, transitioning to a two-lane roadway at the north end of the Trailhead Logistics South site. The proposed roadway construction has been discussed with the Marion County Office of the County Engineer and construction plans were prepared concurrently with the site plans for the development.

The Trailhead Logistics Park North development will be responsible for extending SW 20th Avenue Road to the SW 29th Avenue Road at Marion Oaks Trail intersection. A conceptual site plan is included in the **Appendix**.

The following committed improvements were utilized for the analysis:

- CR 484 Interchange Improvements (from west of SW 20th Avenue Road to east of CR 475A)
- Marion Oaks Boulevard at CR 484 intersection improvements
- SW 20th Avenue Road at CR 484 improvements

These improvements are expected to be completed before full project buildout of the Trailhead Logistics Park North project and were utilized for the background traffic conditions study area analysis. Excerpts detailing the planned improvements are provided in the **Appendix**.

This study is based on data collected by Kimley-Horn and supplemented by information obtained from City of Ocala, Marion County, and the FDOT sources. The study observed the established procedures found in Institute of Transportation Engineers sources, FDOT sources, and the 2016 Highway Capacity Manual (HCM 2016 or HCM6).

PROJECT TRAFFIC

TRIP GENERATION

The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* was used to calculate trip generation potential for the industrial development. ITE Land Use Codes (LUC) 154 (High-Cube Transload and Short-Term Storage Warehouse) and 110 (General Light industrial) were applied in the trip generation calculations. Per the approved methodology, the PM peak hour of generator for ITE LUC 154 was utilized for the trip generation calculations.

No pass-by or internal capture was assumed for the trip generation calculations. Truck traffic was approximated based on information from the ITE Trip Generation Manual (for ITE LUC 110) and the ITE study "High-Cube Warehouse Vehicle Trip Generation Analysis" (for ITE LUC 154). The trip generation calculations are provided in **Table 1**.

Table 1 – Trip Generation

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
NW Building - ITE LUC 154	1,742,000	Sq Ft GFA		2,439	139	107	32	296	101	195
SW Building - ITE LUC 110	684,000	Sq Ft GFA		2,622	469	413	56	161	23	138
E Building - ITE LUC 154	1,174,000	Sq Ft GFA		1,644	94	72	22	200	68	132
			Subtotal	6,705	702	592	110	657	192	465
Percent Trucks	Daily	AM	PM							
ITE LUC 154	32.2%	30.8%	21.7%	1,315	72	55	17	108	37	71
ITE LUC 110	0.25 / 1000 SF GFA	0.01 / 1000 SF	0.01 / 1000 SF	171	7	4	3	7	4	3
Buildout Automobile Driveway Trips				**5,219**	**623**	**533**	**90**	**542**	**151**	**391**
Buildout Truck Driveway Trips				**1,486**	**79**	**59**	**20**	**115**	**41**	**74**

Note 1: Trip generation calculations were derived from the ITE Trip Generation Manual, 11th Edition.
Note 2: The truck percentages for ITE LUC 110 were determined using the truck generation per 1,000 sf published in the ITE Trip Generation Manual, 11th Edition.
Note 3: The ITE study "High-Cube Warehouse Vehicle Trip Generation Analysis" (10/2016) study was used to determine the truck percentages for ITE LUC 154.

General Light Industrial [ITE 110]

Daily	T = 3.76*(X) + 50.47; (X is 1000 Sq. Ft. GFA); % trucks = 0.25 / 1000 SF GFA
AM Peak Hour of Adjacent Street	T = 0.68*(X) + 3.81; (X is 1000 Sq. Ft. GFA, 88% in, 12% out); % trucks = 0.01 / 1000 SF GFA (60% in, 40% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.72*Ln(X) + 0.38; (X is 1000 Sq. Ft. GFA, 14% in, 86% out); % trucks = 0.01 / 1000 SF GFA (50% in, 50% out)

High-Cube Transload and Short-Term Storage Warehouse [ITE 154]

Daily	T = 1.40*(X); (X is 1000 Sq. Ft. GFA); % trucks = 32.2%
AM Peak Hour of Adjacent Street	T =0.08*(X); (X is 1000 Sq. Ft. GFA, 77% in, 23% out); % trucks = 30.8%
PM Peak Hour of Generator	T = 0.17*(X); (X is 1000 Sq. Ft. GFA, 34% in, 66% out); % trucks = 21.7%

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TRIP EQUIVALENCY MATRIX

A trip equivalency matrix has been developed for the project, which allows for minor changes to land use types and intensities without increasing the PM peak hour external project trips generated by the development. The uses included in the Trip Equivalency Matrix are those allowed by the PUD zoning per the Master Plan. The gross trip rate for each land use was obtained by using the trip generation rates and pass by percentages provided in the ITE *Trip Generation, 11th Edition* and based on the trip generation calculations approved during the methodology review process. No internal capture was applied for the trip equivalency matrix calculations. Pass-by capture was applied within the trip equivalency gross trip calculations, based on the pass-by capture rates published in the ITE *Trip Generation, 11th Edition* for applicable land uses.

The trip equivalency matrix provides a methodology for conversion of land uses and intensities to result in an equal or lesser number of net new PM peak hour project trips. The trip equivalency matrix is provided in the **Appendix**.

TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

The project trip distribution for the site was developed based on Version 7.0 of the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). The CFRPM model distribution was used to estimate the distribution of automobile trips to and from the site. Manual adjustments were made to the FSUTMS model output based on engineering judgment, understanding of the local transportation network, land uses, and discussions with Marion County. The distribution was approved during the methodology process.

A separate distribution of truck traffic was developed based on the anticipated distribution to and from I-75. The existing traffic volumes on I-75 were utilized to estimate the cardinal distribution of truck traffic along this route. **Figure 1** illustrates the project automobile trip distribution, **Figure 2** illustrates the project truck trip distribution, and **Figure 3** illustrates the site access project traffic assignment on Marion Oaks Trail and SW 20th Avenue.

Project traffic was assigned within the study area by applying the external trip distribution to the trip generation potential. The study area for the project included all roadway segments where project traffic consumes three percent (3%) or more of the subject segment's peak hour directional service capacity, plus one segment beyond, consistent with the approved methodology. The service volumes for evaluated roadways were obtained utilizing functional classification and level of service information published by the Ocala Marion Transportation Planning Organization (TPO) and FDOT.

The project significance calculations are provided within the methodology document located in the **Appendix**.

The following roadway segments are included within the study area, and were evaluated for PM peak hour traffic conditions as approved during the methodology process:

- CR 484, from SW 105th Avenue to SR 200 (one segment beyond impact)
- CR 484, from SR 200 to SE 132nd Street Road
- SW 29th Avenue Road, from CR 484 to Marion Oaks Trail
- SE 132nd Street Road, from CR 484 to US 301

- SE 132nd Street Road, from US 301 to US 441 (one segment beyond impact)
- Marion Oaks Trail, from CR 484 W to SW 49th Avenue (one segment beyond impact)
- Marion Oaks Trail, from Marion Oaks Course to CR 484E

In addition to roadway segment analysis, the following intersections were evaluated for AM and/or PM peak hour traffic conditions, as approved during the methodology process:

- CR 484 & Marion Oaks Boulevard (PM)
- CR 484 & SW 29th Avenue Road (AM and PM)
- CR 484 & SW 20th Avenue Road (AM and PM)
- CR 484 & I-75 Southbound Ramp (AM and PM)
- CR 484 & I-75 Northbound Ramp (AM and PM)
- CR 484 & CR 475A (PM)
- CR 484 & CR 475 (PM)
- SW 29th Avenue Road & Marion Oaks Trail (AM and PM)

Figure 4 illustrates the project study area utilized for the analysis.

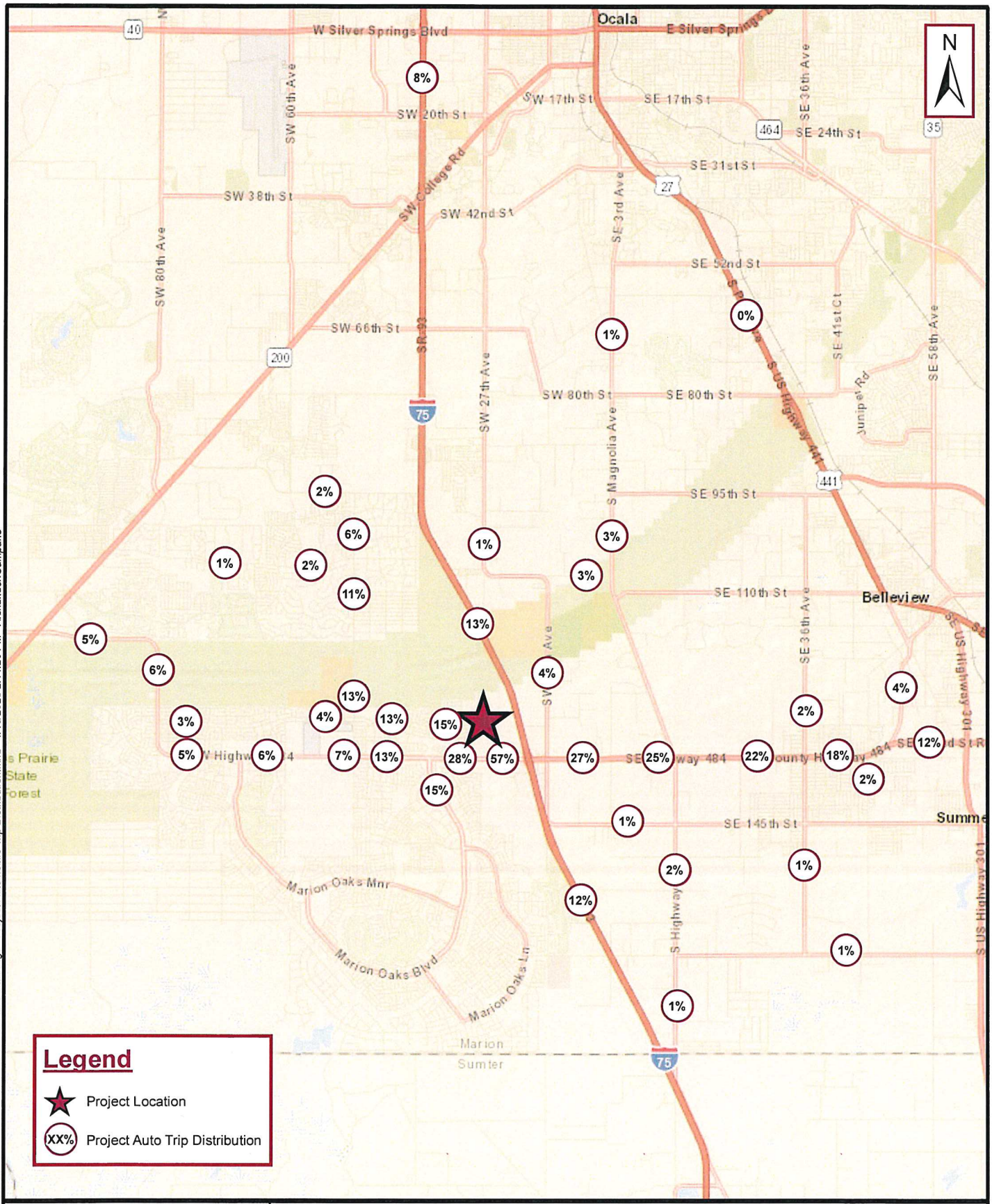

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FIGURE 1 - PROJECT AUTOMOBILE TRIP DISTRIBUTION

TRAILHEAD LOGISTICS PARK NORTH
MARION COUNTY, FLORIDA

Project No: 142933003	Not to Scale	January 2023	Page 5

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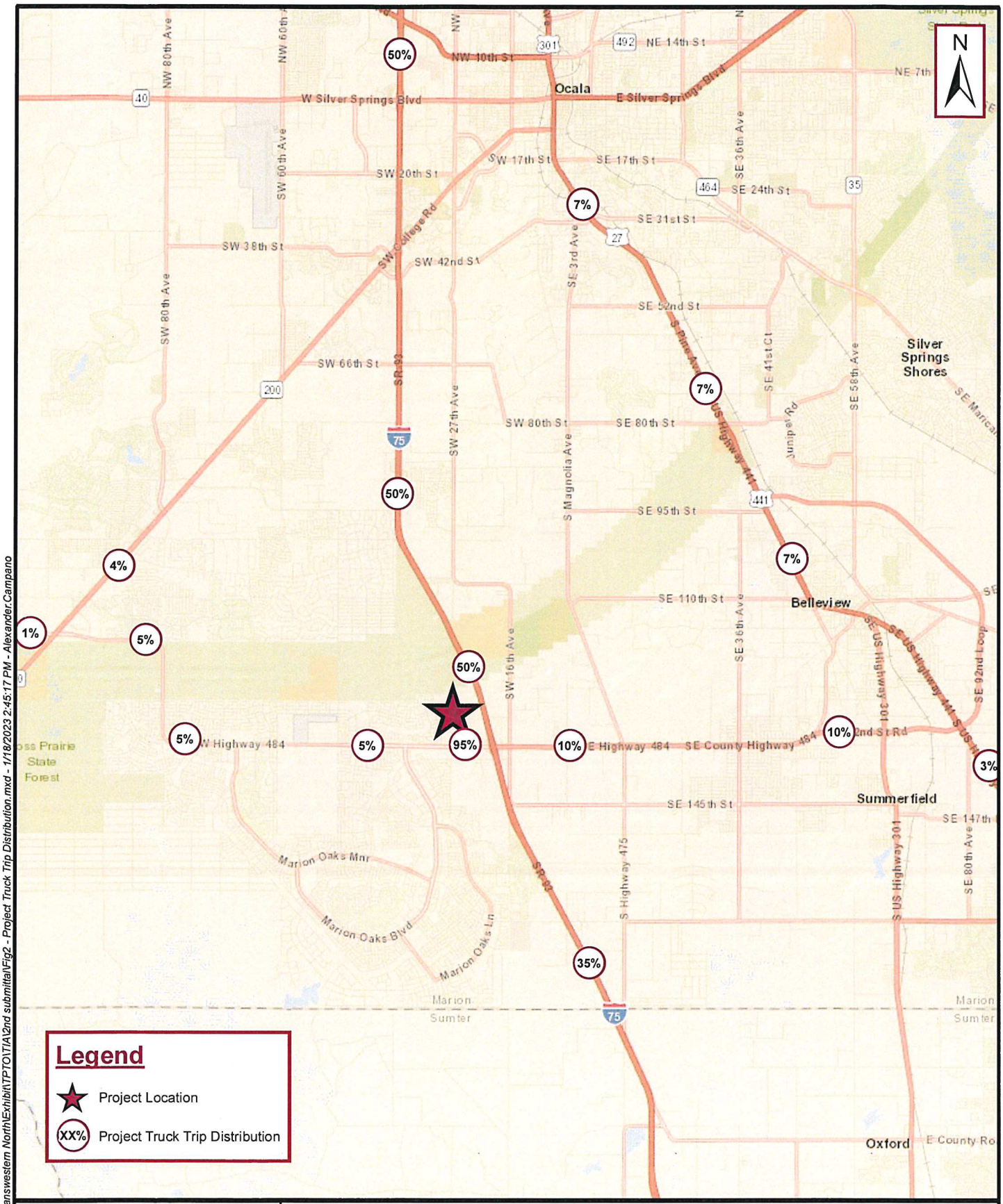

Legend

- Project Location
- XX% Project Truck Trip Distribution

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FIGURE 2 - PROJECT TRUCK TRIP DISTRIBUTION

TRAILHEAD LOGISTICS PARK NORTH
MARION COUNTY, FLORIDA

Project No: 142933003	Not to Scale	January 2023	Page 6

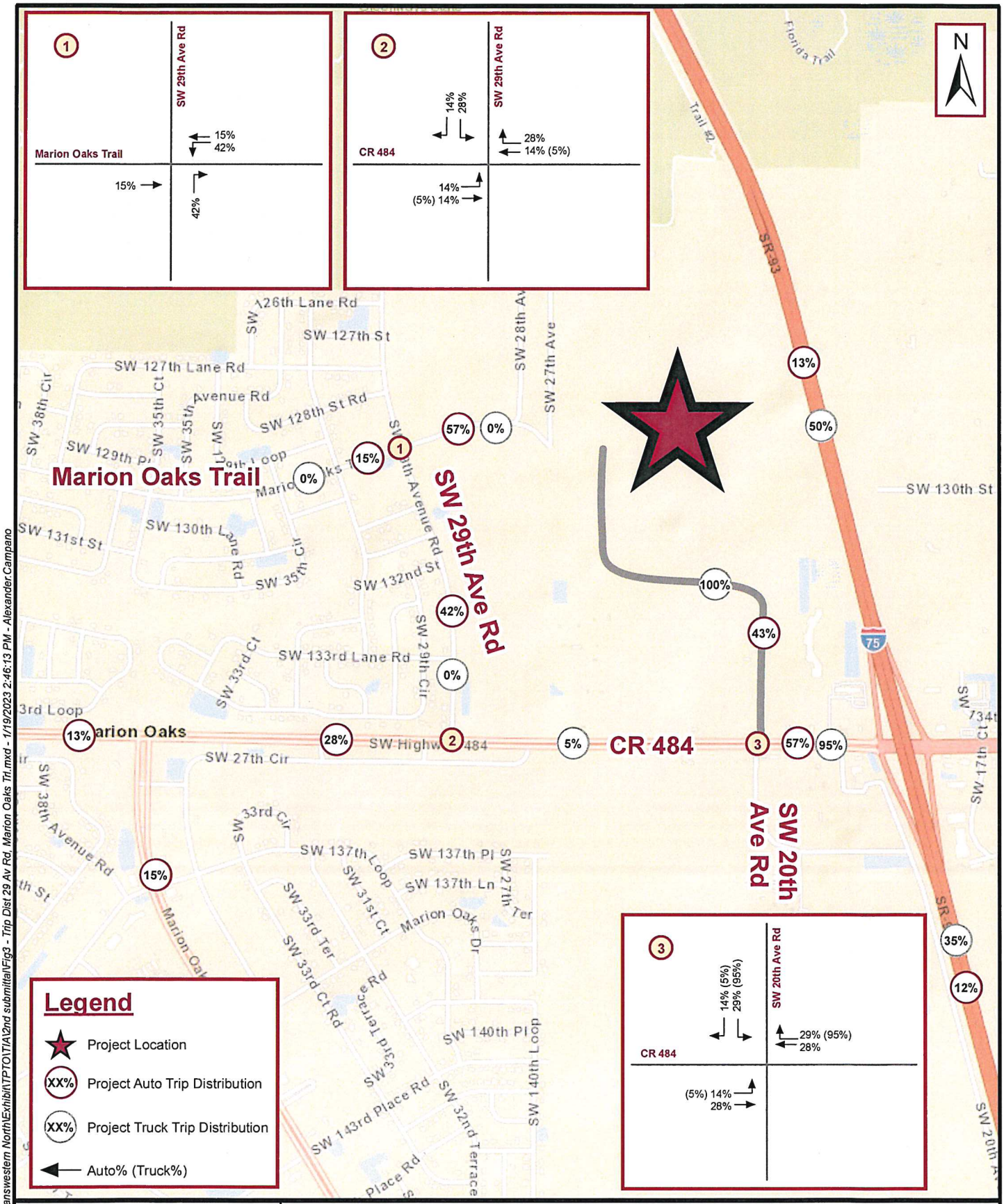

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FIGURE 3 - PROJECT TRIP DISTRIBUTION

TRAILHEAD LOGISTICS PARK NORTH
MARION COUNTY, FLORIDA

Project No: 142933003	Not to Scale	January 2023	Page 7

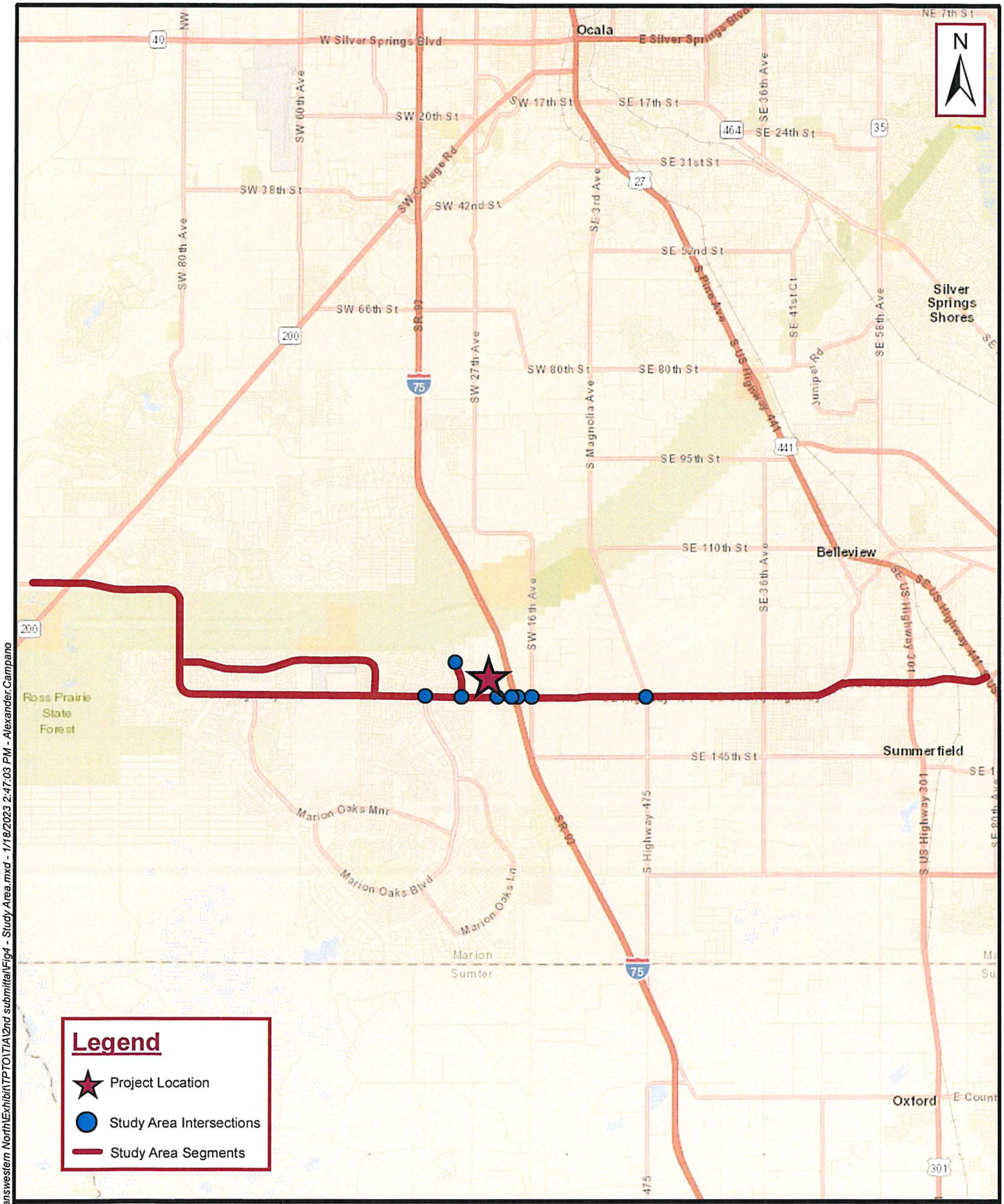

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FIGURE 4 - SITE LOCATION, STUDY AREA INTERSECTIONS AND ROADWAY SEGMENTS

TRAILHEAD LOGISTICS PARK NORTH
MARION COUNTY, FLORIDA

Project No: 142933003	Not to Scale	January 2023	Page 8

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EXISTING CONDITIONS ANALYSIS

EXISTING TRAFFIC DATA AND VOLUME DEVELOPMENT

Turning movement counts (TMCs) were collected at the study area intersections during the AM and PM peak periods. AM peak hour TMCs were collected during the peak hour of the adjacent street (7AM – 9AM) and PM peak hour TMCs were collected from 3PM-5PM (which coincides with the 3PM - 4PM peak hour of ITE LUC 154).

An existing year of 2022 was utilized for the analysis. The 2021 peak season factors from FDOT were used to adjust the observed traffic volumes to peak season volumes. The peak season conversion factor report is provided in the **Appendix**.

The PM peak hour peak season approach and departure volumes at the study area intersections were used for the PM peak hour roadway segment analysis for segments near the study area intersections. For roadway segments further from the study area intersections, the existing PM peak hour traffic volumes were derived using annual average daily traffic (AADT) from the Ocala Marion TPO Congestion Management Process (CMP) and applying a K-factor and D-factor published on the FDOT Traffic Online.

The observed right turn on red percentages (RTOR%) and peak hour factors (PHF) were used for the intersection analysis. The TMC heavy vehicle percentages (%HV) were compared to data available from FDOT Traffic Online, the more conservative of the two were used for the intersection analysis. **Table 2** summarizes the %HV for the study area intersections. The intersection volume development sheets located in the **Appendix** detail the volume development for the study area intersections.

Table 2 – Study Area Intersections Percent Heavy Vehicles

Percent Heavy Vehicles, Observed Turning Movement Counts v FDOT Traffic Online													
		EB Approach			WB Approach			NB Approach			SB Approach		
Intersection	Heavy Vehicle Source	Count Station	T_{24} FDOT Traffic Online [1]	Design Hour Truck Factor [2]	Count Station	T_{24} FDOT Traffic Online [1]	Design Hour Truck Factor [2]	Count Station	T_{24} FDOT Traffic Online [1]	Design Hour Truck Factor [2]	Count Station	T_{24} FDOT Traffic Online [1]	Design Hour Truck Factor [2]
CR 484 & Marion Oaks Blvd	FDOT Traffic Online	–	--	--	--	--	–	368138	8.50%	4.25%	–	–	--
	AM Turning Movement Counts [3]		--			--			–			–	
	PM Turning Movement Counts [3]		4.90%			3.40%			4.30%			–	
CR 484 & SW 29th Ave Rd	FDOT Traffic Online	–	--	--	--	--	–	--	–	--	–	–	--
	AM Turning Movement Counts [3]		4.00%			10.00%			32.00%			2.00%	
	PM Turning Movement Counts [3]		7.10%			3.80%			2.00%			6.60%	
CR 484 & SW 20th Ave Rd	FDOT Traffic Online	–	--	--	--	--	–	--	--	--	–	–	--
	AM Turning Movement Counts [3]		4.00%			10.00%			32.00%			–	
	PM Turning Movement Counts [3]		5.80%			3.30%			30.40%			–	
CR 484 & I-75 SB Ramps	FDOT Traffic Online	–	--	--	--	--	–	--	–	--	362002	8.50%	4.25%
	AM Turning Movement Counts [3]		5%			14%			–			12%	
	PM Turning Movement Counts [3]		8%			5%			–			6%	
CR 484 & I-75 NB Ramps	FDOT Traffic Online	–	--	--	--	--	–	362000	9%	4.25%	–	-	--
	AM Turning Movement Counts [3]		4.90%			10.90%			16.80%			–	
	PM Turning Movement Counts [3]		7.20%			5.20%			9.00%			–	
CR 484 & CR 475A	FDOT Traffic Online	–	--	--	--	--	–	--	–	--	368087	5.30%	2.65%
	AM Turning Movement Counts [3]		--			--			–			–	
	PM Turning Movement Counts [3]		9.20%			7.40%			4.30%			5.30%	
CR 484 & CR 475	FDOT Traffic Online	–	--	--	367040	12.40%	6.20%	--	–	--	–	–	--
	AM Turning Movement Counts [3]		--			--			–			–	
	PM Turning Movement Counts [3]		7.60%			5.20%			6.70%			2.40%	
rion Oaks Trail & SW 29th Ave	FDOT Traffic Online	–	--	--	--	--	–	--	–	--	–	-	--
	AM Turning Movement Counts [3]		2.00%			2.00%			11.00%			2.00%	
	PM Turning Movement Counts [3]		8.70%			2.00%			2.00%			7.70%	

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1/26/2023

Notes:

1. T_{24} Factors derived from the FDOT Traffic Online Historical AADT reports.
2. Design hourly truck factor calculated based on the FDOT Traffic Forecasting Handbook (T_{24} / 2).
3. Turning Movement Counts were observed in the field during traffic data collection utilized for this TIA, a minimum of 2% was utilized for the Synchro analysis.

EXISTING CONDITIONS ROADWAY SEGMENT ANALYSIS

Roadway segments within the study area were evaluated to determine the existing PM peak hour levels of service. The adopted service volumes were obtained from the latest Marion County Congestion Management Process (CMP) and the 2020 FDOT Quality/Level of Service Handbook. The roadway segment service volumes were approved during the methodology review process.

All the study area roadway segments are shown to operate within the adopted level of service standard under existing PM peak hour traffic conditions. **Table 3** illustrates the existing PM peak hour traffic volume and level of service for study area roadway segments.

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Table 3 – Existing Conditions PM Peak Hour Roadway Segment Analysis

Roadway		ROADWAY ATTRIBUTES [1]									EXISTING PEAK SEASON TRAFFIC CONDITIONS (2022)					
											PM Peak Hour [3]					
From	To	TPO CMP Station	FDOT Classification [2]	Area Type	Adopted LOS	Number of Lanes	Daily Service Volume	Pk. Hr. Dir. Service Volume	TPO Traffic Counts Growth Rate	TPO CMP Growth Rate	NB/EB Volume	SB/WB Volume	NB/EB V/C	SB/WB V/C	NB/EB LOS	SB/WB LOS
CR 484																
SW 105 AV	SR 200	2010.0	NS-UA	Urban	E	2	29,340	1,449	6.3%	3.36%	438	498	0.30	0.34	B	B
SR 200	W OF SW 57 AV	2020.1	NS-UA	Urban	E	2	32,600	1,610	16.4%	3.18%	379	431	0.24	0.27	B	B
W OF SW 57 AV	SW 49 AV	2020.1	NS-SA-C1	Urban	E	4	37,810	1,900	--	3.18%	379	431	0.20	0.23	C	C
SW 49 AV	MARION OAKS BLVD	2030.0	NS-SA-C1	Urban	E	4	35,820	1,800	--	3.93%	819	952	0.46	0.53	C	C
MARION OAKS BLVD	SW 20 AV RD	2030.0	NS-SA-C1	Urban	E	4	35,820	1,800	--	3.93%	1,037	1,191	0.58	0.66	C	C
SW 20 AV RD	I-75	2030.0	NS-SA-C1	Urban	E	4	35,820	1,800	1.8%	3.93%	1,148	1,730	0.64	0.96	C	D
I-75	CR 475A	2070.0	NS-SA-C1	Urban	D	4	35,820	1,800	4.3%	6.37%	1,187	1,177	0.66	0.65	C	C
CR 475A	CR 475	2080.0	NS-SA-C1	Urban	D	4	35,820	1,800	1.8%	4.34%	861	724	0.48	0.40	C	C
CR 475	CR 467	2090.0	NS-SA-C1	Urban	D	4	35,820	1,800	5.9%	4.57%	1,044	918	0.58	0.51	C	C
CR 467	SE 132 ST RD	2110.0	NS-SA-C1	Urban	D	4	35,820	1,800	1.5%	6.56%	905	796	0.50	0.44	C	C
SW 29th Avneue Road																
CR 484	MARION OAKS TRL	--	NS-SA-C2	Urban	E	2	10,920	560	--	1.00%	73	59	0.13	0.10	C	C
SE 132nd Street Road																
CR 484	US 301	7165.0	NS-SA-C1	Urban	E	4	35,820	1,800	5.0%	1.00%	555	489	0.31	0.27	C	C
US 301	US 441	7170.0	NS-SA-C1	Urban	E	4	35,820	1,800	8.4%	7.29%	608	535	0.34	0.30	C	C
Marion Oaks Trail																
CR 484 W	SW 49 AV	8150.0	NS-SA-C1	Urban	E	2	15,930	792	--	1.00%	113	85	0.14	0.11	C	C
MARION OAKS CRSE	CR 484 E	8180.0	NS-SC-C1	Urban	E	2	15,930	792	--	1.00%	113	85	0.14	0.11	C	C

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Notes:
1. The roadway attributes and AADT were obtained from the most recent Ocala Marion Transportation Planning Organization (TPO) Congestion Management Process (CMP) Database and Ocala Marion TPO 2022 Traffic Counts Report. For SW 29th Avenue Road the roadway attributes were derived using the 2020 FDOT Q/LOS Handbook, 2010 FDOT Functional Classification Map for Marion County, and the adopted level of service from the Marion County Comprehensive Plan (Transportation Element, Policy 2.1.2).
2. NS-SA-C1 = non-state, signalized arterial, class 1; NS-UC = non-state, unsignalized collector; NS-SC-C1 = non-state, signalized collector, class 1; ST-UA = state, unsiganlized arterial; NS-UA = non-state, unsignalized arterial.
3. The existing traffic volumes were derived from the observed turning movement counts. The existing volumes for SW 132nd Street, Marion Oaks Trail, and CR 484 (west of SW 45th Avenue/east of CR 475) were derived using the Ocala Marion TPO CMP AADTs and K/D factors from FDOT Traffic Online (count stations 368136, 368136, 367039, 367040/367046).

EXISTING CONDITIONS INTERSECTION ANALYSIS

The operating conditions at the study area intersections were analyzed using the Synchro 11 software package, which implements the procedures of the latest Highway Capacity Manual (HCM 6). The existing lane geometry and signal timings (provided by Marion County) were utilized for the analysis.

All study area intersections operate with acceptable overall intersection level of service (LOS) and volume to capacity (V/C) ratios less than 1.0 under existing AM and PM peak hour traffic conditions, with the exception of the stop-controlled approach at the intersection of SW 29th Avenue Road at CR 484. The delay experienced for the side-street stop-controlled approach during the AM peak hour represents level of service F for a stop-controlled condition.

The Synchro 11 analysis output is provided in the **Appendix**. **Table 4** provides a summary of the average delay, level of service, and V/C ratios during the AM peak hour and PM peak hour under existing traffic conditions.

Table 4 – Existing Conditions Intersection Analysis Summary

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay (s)	Max V/C	LOS	Delay (s)	Max V/C
Marion Oaks Blvd & CR 484	--	--	--	B	14.9	0.85
SW 29th Ave Rd & CR 484	F	82.5	0.89	C	22.5	0.24
SW 20th Ave Rd & CR 484	A	9.3	0.82	A	5.4	0.56
I-75 SB Ramp & CR 484	D	44.6	0.83	C	32.8	0.86
I-75 NB Ramp & CR 484	C	22.5	0.88	B	19.1	0.95
CR 475A & CR 484	--	--	--	C	27.0	0.90
CR 475 & CR 484	--	--	--	C	27.8	0.77
SW 29th Ave Rd & Marion Oaks Trail	A/B	8.8/10.2	0.12	A/A	8.8/0.0	0.06

Notes:

1. For stop controlled intersections MOEs were reported for the stop controlled approach(es). For signalized intersections the LOS and delay were reported for the overall intersection.

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FUTURE TRAFFIC CONDITIONS

COMMITTED TRANSPORTATION IMPROVEMENTS

There are planned improvements within the study area that have been included as background improvements in the future traffic conditions analysis.

FDOT has programmed improvements along CR 484 west of SW 20th Avenue Road to east of CR 475A that will improve local traffic operations. The improvements include access management restrictions, adding turn lanes, and extending turn lanes. Construction is funded for FY 2023-2024 (FPID 433651-1). The following improvements were included in the background evaluation per the FDOT plans:

CR 484 Interchange Improvements (from west of SW 20th Avenue Road to east of CR 475A)

- Construction of a second southbound right-turn lane on CR 484 at the I-75 SB Ramp
- Construction of a second eastbound left-turn lane on CR 484 at the I-75 NB Ramp
- Construction of a second northbound left-turn from the I-75 NB off-Ramp to CR 484
- Construction of a second eastbound left-turn lane on CR 484 at CR 475A
- Construction of a second northbound left-turn lane on CR 475A at CR 484
- Construction of a southbound right-turn lane on CR 475A at CR 484
- Signal timing adjustments

In addition, the Marion Oaks Boulevard at CR 484 intersection has planned improvements with construction funding from FDOT programmed for FY 2024 (FPID 449277-1). The following improvements were included in the background evaluation per the County plans:

Marion Oaks Boulevard at CR 484 intersection improvements

- Construction of dual westbound left-turn lanes
- Construction of dual northbound right-turn lanes
- Northbound right permitted/overlap phasing and signal timing adjustments

SW 20th Avenue Road is being extended north of CR 484 as part of the Trailhead Logistics South project. The improvements will be complete by end of 2023. The extension of SW 20th Avenue Road will include the following improvements at the intersection with CR 484:

SW 20th Avenue at CR 484 intersection improvements

- Construction of an eastbound left-turn lane
- Construction of a westbound right- turn lane
- Construction of a north leg of the intersection with a southbound left-turn lane, through lane, and right-turn lane
- Signal timing adjustments

The signal plans for the intersection of SW 20th Avenue Road and CR 484 are provided in the **Appendix**. The traffic study for the Marco Polo PUD included additional improvements at the intersection that would be needed for the projected traffic volumes at buildout of the Marco Polo PUD. Because the Marco Polo PUD is considered as a background/vested project per request of Marion County, the improvements identified in that study were included in the background conditions analysis of the intersection. The following buildout geometry was identified in the Marco Polo PUD study:

Buildout SW 20th Avenue at CR 484 intersection geometry

- One left, two through, and one eastbound through/right lane
- Two left, three through, and one westbound right turn lane
- One left, one through, and one northbound right turn lane
- Two left, and one southbound through/right lane

Additional excerpts detailing the background improvements are provided in the **Appendix**.

FUTURE TRAFFIC VOLUME DEVELOPMENT

The future traffic volumes within the study area were calculated based on the approved methodology. Future background traffic volumes were calculated using existing peak season traffic volumes and an annual background growth rate applied to the buildout year. A 3.0% background annual growth rate was utilized for the future traffic volume projections. In addition to background growth the following vested developments were added as background traffic:

- Trailhead Logistics Park South
- Gas/Convenience Store at CR 484 & SW 20th Ave Rd (included within the Marco Polo PUD)
- Marco Polo PUD
- McGinley Property Phase 2

The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. For the roadway segment analysis, the PM peak hour project traffic volumes were calculated as an average across the segment length. Project traffic was separated between automobile traffic and truck traffic. A separate trip distribution was applied to each.

Vested traffic excerpts and worksheets detailing the future conditions intersection volume development are contained in the **Appendix**. Buildout total traffic volumes at the study area intersections during the weekday AM and PM peak hours are illustrated in **Figure 5** and **Figure 6**.

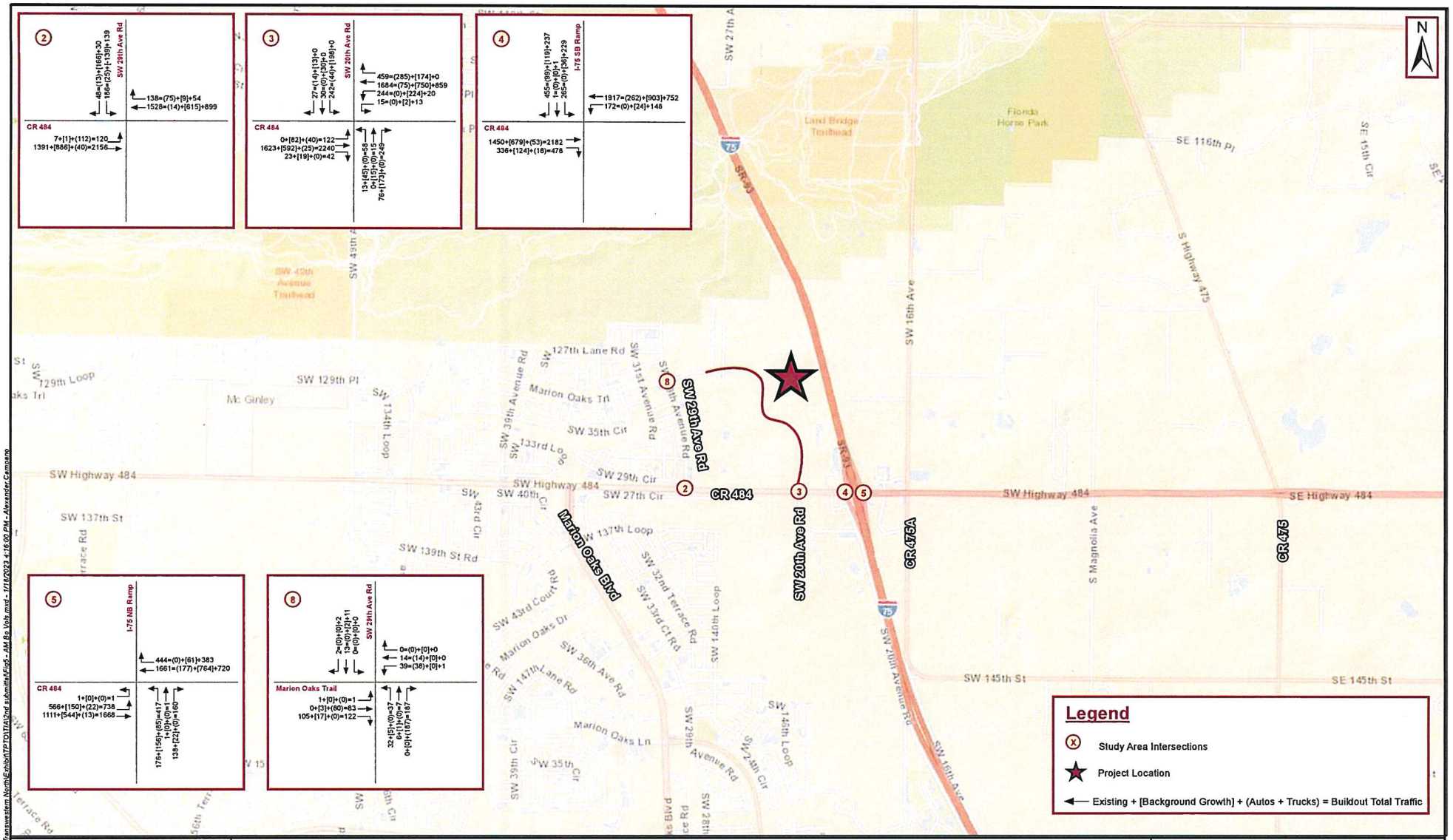

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FIGURE 5 - AM PEAK HOUR BUILDOUT TOTAL TRAFFIC VOLUMES

TRAILHEAD LOGISTICS PARK NORTH
MARION COUNTY, FLORIDA

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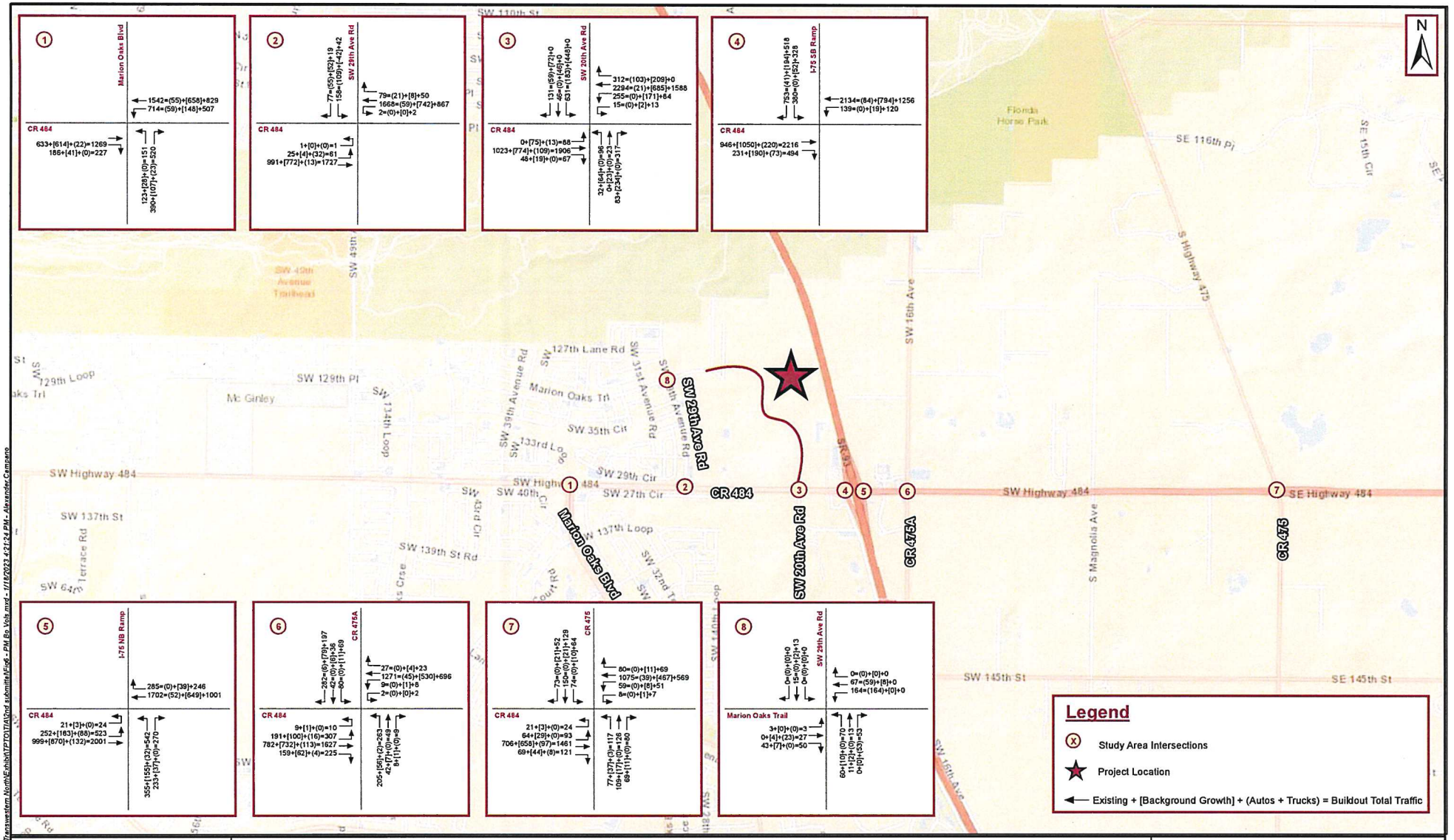

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FIGURE 6 - PM PEAK HOUR BUILDOUT TOTAL TRAFFIC VOLUMES

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MARION COUNTY, FLORIDA

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FUTURE BACKGROUND ROADWAY SEGMENT ANALYSIS

The roadway segments within the study area were evaluated for level of service under future background traffic conditions (before the addition of project traffic) during the PM peak hour. The service volumes for roadways within the study area were obtained utilizing the most recent Ocala Marion TPO CMP and FDOT Quality/Level of Service Handbook per the approved methodology.

The following roadway segments were found to have V/C ratios greater than 1.0 with the addition of background traffic:

- CR 484, from Marion Oaks Boulevard to SW 20th Avenue Road (existing 4-lane roadway)
- CR 484, from SW 20th Avenue Road to I-75 (existing 4-lane roadway)
- CR 484, from I-75 to CR 475A (existing 4-lane roadway)

CR 484 is listed within the Ocala Marion TPO Long Range Transportation Plan (LRTP) as needing widening to six lanes from SW 29th Avenue to SW 20th Avenue Road (project R26) and SW 20th Avenue Road to CR 475A (project R27). These improvements are not listed in the cost feasible plan and do not have funding allocated in the current five-year Transportation Improvement Program (TIP). The traffic study performed for the Marco Polo PUD showed a need for CR 484 to be six lanes fronting the Marco Polo PUD.

Marion County has funding in the current five-year TIP for a planning study for widening of CR 484 to two lanes from Marion Oaks Pass to SR 200 (Project C5). No other phases have funding allocated in the five-year TIP.

The other roadway segments within the study area are shown to operate within the adopted service volume with 2027 PM peak hour background traffic conditions. The future background conditions roadway segment analyses are detailed in **Table 5**.

Table 5 – Future Background Conditions PM Peak Hour Roadway Segment Analysis (2027)

Roadway		ROADWAY ATTRIBUTES [1]			EXISTING PEAK SEASON TRAFFIC CONDITIONS (2022)		PM PEAK SEASON BACKGROUND TRAFFIC CONDITIONS (2027)									
					PM Peak Hour [2]		PM Peak Hour [3]									
From	To	Adopted LOS	Number of Lanes	Pk. Hr. Dir. Service Volume	NB/EB Volume	SB/WB Volume	NB/EB Volume	SB/WB Volume	Vested NB/EB	Vested SB/WB	Total NB/EB	Total SB/WB	NB/EB V/C	SB/WB V/C	NB/EB LOS	SB/WB LOS
CR 484																
SW 105 AV	SR 200	E	2	1,449	438	498	504	573	25	29	529	602	0.37	0.42	C	C
SR 200	W OF SW 57 AV	E	2	1,610	379	431	436	496	139	216	575	712	0.36	0.44	B	C
W OF SW 57 AV	SW 49 AV	E	4	1,900	379	431	436	496	691	633	1,127	1,129	0.59	0.59	C	C
SW 49 AV	MARION OAKS BLVD	E	4	1,800	819	952	942	1,095	524	534	1,466	1,629	0.81	0.91	C	C
MARION OAKS BLVD	SW 20 AV RD	E	4	1,800	1,037	1,191	1,192	1,369	596	591	1,788	1,960	0.99	1.09	D	F
SW 20 AV RD	I-75	E	4	1,800	1,148	1,730	1,320	1,989	1,166	752	2,486	2,741	1.38	1.52	F	F
I-75	CR 475A	D	4	1,800	1,187	1,177	1,364	1,354	713	490	2,077	1,844	1.15	1.02	F	F
CR 475A	CR 475	D	4	1,800	861	724	990	833	603	417	1,593	1,250	0.89	0.69	C	C
CR 475	CR 467	D	4	1,800	1,044	918	1,201	1,056	482	330	1,683	1,386	0.94	0.77	C	C
CR 467	SE 132 ST RD	D	4	1,800	905	796	1,041	915	386	264	1,427	1,179	0.79	0.66	C	C
SW 29th Avneue Road																
CR 484	MARION OAKS TRL	E	2	560	73	59	84	67	0	0	84	67	0.15	0.12	C	C
SE 132nd Street Road																
CR 484	US 301	E	4	1,800	555	489	638	562	294	202	932	764	0.52	0.42	C	C
US 301	US 441	E	4	1,800	608	535	699	615	294	202	993	817	0.55	0.45	C	C
Marion Oaks Trail																
CR 484 W	SW 49 AV	E	2	792	113	85	130	98	1	2	131	100	0.17	0.13	C	C
MARION OAKS CRSE	CR 484 E	E	2	792	113	85	130	98	51	8	181	106	0.23	0.13	C	C

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Notes:

1. The roadway attributes and AADT were obtained from the most recent Ocala Marion Transportation Planning Organization (TPO) Congestion Management Process (CMP) Database and Ocala Marion TPO 2022 Traffic Counts Report. For SW 29th Avenue Road the roadway attributes were derived using the 2020 FDOT Q/LOS Handbook, 2010 FDOT Functional Classification Map for Marion County, and the adopted level of service from the Marion County Comprehensive Plan (Transportation Element, Policy 2.1.2).
2. The existing traffic volumes were derived from the observed turning movement counts. The existing volumes for SW 132nd Street, Marion Oaks Trail, and CR 484 (west of SW 45th Avenue/east of CR 475) were derived using the Ocala Marion TPO CMP AADTs and K/D factors from FDOT Traffic Online (count stations 368136, 368136, 367039, 367040/367046).
3. Background volumes were derived by applying the study area growth rate to the existing volumes and adding vested traffic added.

FUTURE BUILDOUT ROADWAY SEGMENT ANALYSIS

The roadway segments within the study area were evaluated for level of service under future buildout traffic conditions during the PM peak hour. The service volumes utilized for the analysis are the same as those utilized for the future background conditions analysis, with the addition of background improvements. The following improvements were identified to be necessary to provide for acceptable level of service with the future background traffic volumes during the PM peak hour:

- CR 484, from Marion Oaks Boulevard to SW 20th Avenue Road (existing 4-lane roadway)
- CR 484, from SW 20th Avenue Road to I-75 (existing 4-lane roadway)
- CR 484, from I-75 to CR 475A (existing 4-lane roadway)

Service volumes for the improved condition were obtained from the 2020 FDOT Quality/Level of Service Handbook and using the roadway attributes from the Ocala Marion TPO CMP. The roadway segments within the study area are shown to operate within the adopted service volume with PM peak hour buildout traffic volumes and assuming the improvements identified to be needed in the background conditions analysis. No additional roadway widenings were identified to be needed due to the addition of traffic from the proposed Trailhead Logistics Park North site.

The future buildout conditions roadway segment analyses are detailed in **Table 6.**

Table 6 – Buildout Conditions PM Peak Hour Roadway Segment Analysis (2027)

Roadway		ROADWAY ATTRIBUTES [1]					PM PEAK SEASON BACKGROUND TRAFFIC CONDITIONS (2027)						PM PEAK SEASON PM PEAK HOUR BUILDOUT TRAFFIC CONDITIONS (2027 w/ Background Improvements)											
							PM Peak Hour [2]						Project Traffic - Auto			Project Traffic - Trucks			Project Peak Direction						
From	To	Adopted LOS	Exist. Number of Lanes	Exis. Pk. Hr. Dir. Service Volume	Improved Number of Lanes	Improved Pk. Hr. Dir. Service Volume	Total NB/EB	Total SB/WB	NB/EB V/C	SB/WB V/C	NB/EB LOS	SB/WB LOS	% Assignment [3]	NB / EB	SB / WB	% Assignment [3]	NB / EB	SB / WB	% Impact [4]	Total NB/EB	Total SB/WB	NB/EB V/C	SB/WB V/C	NB/EB LOS	SB/WB LOS
CR 484																									
SW 105 AV	SR 200	E	2	1,449	2	1,449	529	602	0.37	0.42	C	C	4.0%	6	16	1.0%	0	1	1.13%	535	618	0.37	0.43	C	C
SR 200	W OF SW 57 AV	E	2	1,610	2	1,610	575	712	0.36	0.44	C	C	5.5%	8	22	5.0%	2	4	1.57%	585	737	0.36	0.46	C	C
W OF SW 57 AV	SW 49 AV	E	4	1,900	4	1,900	1,127	1,129	0.59	0.59	C	C	6.5%	10	25	5.0%	2	4	1.53%	1,139	1,158	0.60	0.61	C	C
SW 49 AV	MARION OAKS BLVD	E	4	1,800	4	1,800	1,466	1,629	0.81	0.91	C	C	10.0%	15	39	5.0%	2	4	2.38%	1,483	1,672	0.82	0.93	C	C
MARION OAKS BLVD	SW 20 AV RD	E	4	1,800	6	2,869	1,788	1,960	0.62	0.68	C	C	28.0%	42	109	5.0%	2	4	6.29%	1,832	2,073	0.64	0.72	C	C
SW 20 AV RD	I-75	E	4	1,800	6	2,869	2,486	2,741	0.87	0.96	C	C	57.0%	223	86	95.0%	70	39	16.29%	2,779	2,866	0.970	0.999	C	D
I-75	CR 475A	D	4	1,800	6	2,869	2,077	1,844	0.72	0.64	C	C	32.0%	125	48	10.0%	7	4	7.36%	2,210	1,896	0.77	0.66	C	C
CR 475A	CR 475	D	4	1,800	4	1,800	1,593	1,250	0.89	0.69	C	C	26.0%	102	39	10.0%	7	4	6.06%	1,702	1,293	0.95	0.72	C	C
CR 475	CR 467	D	4	1,800	4	1,800	1,683	1,386	0.94	0.77	C	C	22.0%	86	33	10.0%	7	4	5.19%	1,776	1,423	0.99	0.79	D	C
CR 467	SE 132 ST RD	D	4	1,800	4	1,800	1,427	1,179	0.79	0.66	C	C	17.0%	66	26	10.0%	7	4	4.10%	1,501	1,209	0.83	0.67	C	C
SW 29th Avneue Road																									
CR 484	MARION OAKS TRL	E	2	560	2	560	84	67	0.15	0.12	C	C	42.0%	164	164	0.0%	0	0	29.33%	248	231	0.44	0.41	C	C
SE 132nd Street Road																									
CR 484	US 301	E	4	1,800	4	1,800	932	764	0.52	0.42	C	C	13.0%	51	20	10.0%	7	4	3.24%	990	788	0.55	0.44	C	C
US 301	US 441	E	4	1,800	4	1,800	993	817	0.55	0.45	C	C	12.0%	47	18	3.0%	2	1	2.73%	1,042	836	0.58	0.46	C	C
Marion Oaks Trail																									
CR 484 W	SW 49 AV	E	2	792	2	792	131	100	0.17	0.13	C	C	3.5%	5	14	0.0%	0	0	1.73%	136	114	0.17	0.14	C	C
MARION OAKS CRSE	CR 484 E	E	2	792	2	792	181	106	0.23	0.13	C	C	6.5%	10	25	0.0%	0	0	3.21%	191	131	0.24	0.17	C	C

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Notes:

1. The existing roadway attributes and service volumes were obtained from the most recent Ocala Marion Transportation Planning Organization (TPO) Congestion Management Process (CMP) Database. For the improved condition, the roadway service volumes were derived using the 2020 FDOT Q/LOS Handbook. The improvements identified to be needed under future background traffic conditions (prior to adding project traffic) were assumed for the buildout conditions analysis.
2. Background volumes were derived by applying the study area growth rate to the existing volumes with vested traffic added.
3. Project traffic was assigned based on the CFRPM output (with manual adjustments) in the approved methodology.

FUTURE BACKGROUND CONDITIONS INTERSECTION ANALYSIS

The intersections within the study area were evaluated to determine if improvements are needed to provide an acceptable level of service and intersection operations with future background traffic conditions prior to the addition of project traffic.

Existing signal timings (as obtained from the City of Ocala and Marion County), peak hour factors (as obtained from the traffic counts), and right-turn on red percentages (obtained as previously described in this report) were input into Synchro 11 for analysis. The existing observed percent heavy vehicle percentage was updated for the background conditions analysis to reflect the projected vehicle mix from the addition of background and vested traffic.

Either existing geometry or planned/programmed geometry was utilized based on the committed transportation projects outlined previously.

The intersection of SW 29th Avenue Road at CR 484 was evaluated as a directional median opening (all southbound movements are limited to right-turn only) based on input from Marion County on a planned short-term safety improvement. The observed and projected traffic movements at the intersection were re-allocated based on the planned movement restriction at the intersection. Existing / projected southbound left-turn movements were allocated to the southbound right-turn movement and eastbound through movement, assuming these vehicles would make a u-turn at the median opening to the west of the intersection.

The background intersection analysis shows the following improvements are necessary to provide for acceptable level of service and operations with future background traffic volumes:

SW 29th Avenue Road at CR 484

- Signalization is warranted as a result of background traffic during the AM peak hour based on the FDOT Signal Warrant 3 volume thresholds and LOS F for southbound right-turn movement

SW 20th Avenue Road at CR 484

- Signal timing adjustments and assuming the improvements identified to be needed with the Marco Polo PUD buildout

An AM peak hour and PM peak hour signal warrant analysis was conducted for the intersection of SW 29th Avenue at CR 484 using the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition for peak hour volume Warrant 3 criteria. Based on the Signal Warrant 3 criteria, a traffic signal is warranted for the background AM peak hour traffic conditions. The peak hour signal warrant analysis outputs are provided in the **Appendix**.

The I-75 at CR 484 interchange is currently under construction. The improvements include dual southbound right turn lanes for the southbound ramp terminal and dual northbound left turn lanes for the northbound ramp terminal. The I-75 Southbound Ramp at CR 484 southbound right-turn movement operates at LOS F (and v/c < 1.0) during the background AM peak hour. The I-75 Northbound Ramp at CR 484 northbound left-turn movement operates at LOS F (and v/c <1) during the AM and PM background scenarios.

No background improvements were applied to the intersection of CR 475A at CR 484. With future background traffic volumes, the intersection operates with all V/C ratios less than 1.0 and acceptable LOS for the overall intersection operations, but with LOS F for the eastbound left-turn, northbound left-turn, and

southbound right-turn movements during the PM peak hour. The high delay for these movements is due to the intersection being within the coordinated signal network and having a long cycle length that favors the through traffic on CR 484.

Table 7 summarizes the resultant intersection LOS with future background traffic volumes and existing and/or programmed intersection geometry. **Table 8** summarizes the resultant intersection LOS with future background traffic volumes and considering the improvements outlined above. The Synchro 11 output reports are provided in the **Appendix**.

Table 7 – Background Conditions Intersection Analysis (2027)

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay (s)	Max V/C	LOS	Delay (s)	Max V/C
Marion Oaks Blvd & CR 484	--	--	--	C	29.9	0.88
SW 29th Ave Rd & CR 484	F	50.6	0.77	C	21.9	0.26
SW 20th Ave Rd & CR 484	F	93.9	3.36	F	185.5	5.04
I-75 SB Ramp & CR 484	C	27.1	0.85	D	38.3	0.995
I-75 NB Ramp & CR 484	C	26.9	0.83	C	23.9	0.86
CR 475A & CR 484	--	--	--	C	33.6	0.92
CR 475 & CR 484	--	--	--	D	42.9	0.99
SW 29th Ave Rd & Marion Oaks Trail	A/B	9.1/10.5	0.15	A/B	9.0/10.6	0.07

Notes:

1. For stop controlled intersections MOEs were reported for the stop controlled approach(es). For signalized intersections the LOS and delay were reported for the overall intersection.

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Table 8 – Background Conditions with Improvements Intersection Analysis (2027)

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay (s)	Max V/C	LOS	Delay (s)	Max V/C
SW 29th Ave Rd & CR 484	B	14.8	0.88	A	7.6	0.75
SW 20th Ave Rd & CR 484	C	28.6	0.92	D	38.5	0.94

Notes:

1. For stop controlled intersections MOEs were reported for the stop controlled approach(es). For signalized intersections the LOS and delay were reported for the overall intersection.

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FUTURE BUILDOUT CONDITIONS INTERSECTION ANALYSIS

The intersection operations were evaluated under 2027 buildout traffic conditions. The buildout traffic volumes are a sum of the 2027 background traffic volumes and project traffic volumes from the Trailhead Logistics Park North site. Automobile traffic and truck traffic were assigned separately for the buildout conditions volume development. Buildout percent heavy vehicles were derived by summing the background truck volumes and project truck volumes divided by the total volumes for each approach.

The intersection analysis was performed using the geometry identified to be needed for the 2027 future background conditions analysis. The full buildout intersection geometry identified in the Marco Polo Study for the intersection of SW 20th Avenue Road at CR 484 was utilized.

The buildout intersection analysis shows the following improvements are needed to provide for acceptable level of service and traffic operations with the projected buildout traffic:

Marion Oaks Boulevard at CR 484

- Extend the westbound left-turn lane on CR 484 to 625 feet

SW 20th Avenue Road at CR 484

- Implement a northbound right-turn permitted/overlap phasing; a R10-16 sign is recommended to warn u-turning vehicles to yield to right-turn vehicles
- Signal timing adjustments

A third westbound through lane was included in the intersection analysis for the intersection of CR 484 at the I-75 southbound ramp based on the identified background improvement need of widening CR 484 to six lanes. This is considered a background traffic improvement based on the need for widening to six lanes to accommodate the future background (prior to the addition of project) traffic volumes.

The study area intersections are expected to operate with acceptable LOS and V/C ratios with the addition of project traffic and the above identified improvements, in addition to those implemented in the future background with improvement scenario.

Table 9 provides a summary of the intersection operations with buildout traffic volumes and the improvements identified to be needed for future background traffic conditions. **Table 10** provides a summary of the intersection operations with buildout traffic volumes and the additional improvements identified to be needed for the addition of project traffic. The Synchro 11 output reports are provided in the **Appendix**.

Table 9 – Buildout Conditions Intersection Analysis (2027)

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay (s)	Max V/C	LOS	Delay (s)	Max V/C
Marion Oaks Blvd & CR 484	--	--	--	C	33.4	0.90
SW 29th Ave Rd & CR 484	B	19.3	0.90	B	12.7	0.81
SW 20th Ave Rd & CR 484	C	30.7	0.95	D	52.0	1.14
I-75 SB Ramp & CR 484	C	26.6	0.89	C	32.2	0.95
I-75 NB Ramp & CR 484	C	32.7	0.87	C	26.7	0.87
CR 475A & CR 484	--	--	--	C	34.2	0.92
CR 475 & CR 484	--	--	--	D	39.5	0.96
SW 29th Ave Rd & Marion Oaks Trail	B/B	11.7/13.5	0.32	B/C	10.0/16.6	0.48

Notes:

1. For stop controlled intersections MOEs were reported for the stop controlled approach(es). For signalized intersections the LOS and delay were reported for the overall intersection.

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Table 10 – Buildout Conditions with Improvements Intersection Analysis (2027)

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay (s)	Max V/C	LOS	Delay (s)	Max V/C
SW 20th Ave Rd & CR 484	C	28.1	0.89	D	52.6	0.99

Notes:

1. For stop controlled intersections MOEs were reported for the stop controlled approach(es). For signalized intersections the LOS and delay were reported for the overall intersection.

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INTERIM SW 20TH AVENUE ROAD AT CR 484 INTERSECTION ANALYSIS

SW 20th Avenue Road at CR 484 was evaluated considering an "interim" scenario. The traffic volumes for the interim scenario included:

- Existing observed traffic volumes
- Background growth to a buildout year of 2027
- Trailhead Logistics Park South
- Marco Polo Gas/Convenience Store
- Trailhead Logistics Park North (full buildout)

The planned geometry that is currently under construction with the Trailhead Logistics Park South Project was utilized, which includes the following approach geometries:

- Eastbound – left-turn lane, through lane, through/right-turn lane
- Westbound – left-turn lane, two through lanes, right-turn lane
- Northbound – left-turn lane, through/right-turn lane
- Southbound – left-turn lane, through lane, right-turn lane

Re-striping of the southbound approach to a southbound left-turn lane, southbound through/left-turn lane, and southbound right-turn lane is required to accommodate the full buildout traffic from the Trailhead Logistics Park North project and the background traffic identified above. Due to restrictions on the south side of the intersection, the north leg must have the through movement in the center southbound lane. This geometry will necessitate a split phase for the northbound and southbound movements, which will require less green time for the CR 484 eastbound and westbound movements.

It is recommended that within 30 days of opening a cumulative development program of 500,000 square feet within the Trailhead Logistics Park North that an operational study be performed to determine what configuration and signal timings are required to accommodate future year traffic patterns; to be reviewed and approved by County staff.

The intersection volume development, Synchro outputs, and vested traffic excerpts utilized for the interim analysis are provided in the **Appendix**.

TURN LANE EVALUATION

The turn lanes at the study area intersections utilized by project traffic were evaluated to determine if the existing or planned/programmed length is sufficient for the traffic at buildout. The planned geometry as provided by the design plans for the committed projects on CR 484 at the I-75 interchange and CR 484 at Marion Oaks Boulevard were used. The existing/planned turn lane length was compared against the required deceleration from the FDOT Greenbook and the reported queue length from the Synchro output. The 50th percentile and 95th percentile queues from the background (with improvement) and buildout (without improvement) scenarios were utilized. The existing/planned turn lane length is considered sufficient if the turn lane can accommodate the required deceleration plus 50th percentile queue and the 95th percentile queue length can be contained within the turn lane.

Table 11 provides a summary of the turn lane evaluation. The turn lanes at the study area intersections that are utilized by project traffic will have sufficient storage to accommodate the buildout traffic volumes, with the exception of the following:

- The planned westbound left-turn lane length on CR 484 at Marion Oaks Boulevard needs to be extended by 120 feet to accommodate the increase in traffic in this movement from the project
- The northbound left-turn lane on CR 475A at CR 484 has deficient length for the future background (prior to project traffic) volumes. Traffic from the Trailhead Logistics Park North project does not change the queue length or create an additional deficiency
- The northbound left-turn lane on CR 475 at CR 484 has deficient length for the future background (prior to project traffic) volumes. Traffic from the Trailhead Logistics Park North project does not change the queue length or create an additional deficiency

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Table 11 – Turn Lane Evaluation

Intersection	Speed Limit	Required Deceleration (ft) [1]	Total Turn Lane Length (ft) [2]	AM Peak Hour				PM Peak Hour				Existing / Planned Storage Length Sufficient? (Y/N) [4,5]
				50th Percentile Queue Length (ft) [3]	95th Percentile Queue Length (ft) [3]	Decel L + 50th %tile Queue (ft)	Taper L + 95th %tile queue (ft)	50th Percentile Queue Length (ft) [3]	95th Percentile Queue Length (ft) [3]	Decel L + 50th %tile Queue (ft)	Taper L + 95th %tile queue (ft)	
Marion Oaks Blvd & CR 484												
WBL (background)	45	185	505	--	--	--	--	275	400	460	500	Y
WBL (buildout)	45	185	505	--	--	--	--	400	525	585	625	N
I-75 SB Ramp & CR 484												
SBR (background)	35	-	570	200	250	200	250	475	625	475	625	Y
SBR (buildout)	35	-	570	275	350	275	350	525	700	525	700	Y
I-75 NB Ramp & CR 484												
EBL (background)	45	185	675	350	400	535	500	225	250	410	350	Y
EBL (buildout)	45	185	695	375	400	560	500	275	275	460	375	Y
NBL (background)	35	-	530	225	300	225	300	325	425	325	425	Y
NBL (buildout)	35	-	530	275	400	275	400	350	475	350	475	Y
CR 475A & CR 484												
EBL (background)	45	185	410	--	--	--	--	200	250	385	300	Y
EBL (buildout)	45	185	410	--	--	--	--	225	225	410	275	Y
NBL (background)	45	185	345	--	--	--	--	175	225	360	275	N
NBL (buildout)	45	185	345	--	--	--	--	175	225	360	275	N
CR 475 & CR 484												
EBL (background)	55	350	500	--	--	--	--	75	125	425	175	Y
EBL (buildout)	55	350	500	--	--	--	--	75	150	425	200	Y
NBL (background)	55	350	295	--	--	--	--	75	150	425	200	N
NBL (buildout)	55	350	295	--	--	--	--	100	150	450	200	N

Notes:

1. Based on the 2018 FDOT Green Book (Table 3-31) and FDOT Design Manual (Exhibit 212-1).
2. Turn lane lengths were derived from the existing turn lane lengths. For the intersections of Marion Oaks Blvd, I-75 Ramps, and CR 475A at CR 484, the turn lane lengths were derived from the design plans for those projects. The I-75 off ramp turn lane lengths were not measured to the mainline gore striping, therefore additional storage length is available (SB Ramp ~690 ft, NB Ramp ~785 ft) to accomodate queued traffic exiting onto CR 484.
3. Based on the 50th and 95th percentile back of queue length (rounded up in 25 foot increments) as reported in Synchro 11.
4. The storage length was determined to be sufficient if the turn lane could accommodate the summation of the required deceleration length and 50th percentile queue length and the storage length could accommodate the 95th percentile queue length plus taper. For interchange off ramps turn lane length was determined to be sufficient if the turn lanes could accomodate the forecasted queue length.
5. The buildout queue lengths were derived from the buildout scenario (without improvements).

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SITE ACCESS ANALYSIS

The following access locations are proposed for the Project:

- Connection to the south along SW 20th Avenue Road, which connects to CR 484 at a signalized intersection
- Connection as a new east leg of the intersection of SW 29th Avenue Road and Marion Oaks Trail

The projected traffic volumes on SW 29th Avenue Road do not show a need to widen to four lanes. The widening of SW 29th Avenue Road to four lanes was previously contemplated with the Deltona development agreements. There is 100 feet of right-of-way and portions of the roadway are constructed with four lanes. The developer plans to widen the roadway to four lanes, although not shown to be necessary to meet level of service standards with the buildout traffic volumes.

SW 29TH AVENUE ROAD AT MARION OAKS TRAIL

The planned connection on SW 29th Avenue Road at Marion Oaks Trail was evaluated to determine if an ingress northbound right turn lane is warranted to accommodate project traffic. The FDOT Access Management Guidebook (November 2019) was reviewed to determine whether the projected ingress turning volumes warrant an exclusive northbound right-turn lane. The FDOT Guidebook recommends an ingress right-turn lane if turning volumes are between 80 and 125 vehicles per hour for roadways with a speed limit of 45 mph or less. The lower threshold is more appropriate for a higher volume two-lane roadway and the higher threshold is more appropriate for a multi-lane roadway. SW 29th Avenue Road serves minimal development north of Marion Oaks Trail, with very little through volumes expected. With the widening of SW 29th Avenue Road to four lanes, the outside lane could turn into a dedicated right-turn lane into the site as there a limited number of through volumes north of Marion Oaks Trail expected.

An excerpt from the FDOT Access Management Guidebook is provided in the **Appendix. Table 12** provides a summary of the right-turn lane analysis.

Table 12 – Right-Turn Lane Analysis

Access Connection	Buildout NBR Volumes (veh/hr)[1]		Buildout NBT Volumes (veh/hr)[1]		Threshold Right Turn Volumes (veh/hr)[2]	Right Turn Lane Required?
	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour		
SW 29th Ave Rd at Marion Oaks Trail	187	53	7	13	80	NO

Notes:
1. Projected ingress traffic volumes at full buildout of the development.
2. NBR volumes exceed the FDOT recommended threshold, however based on NCRHP 457 guidance an exclusive right turn lane is not recommended.

SW 29TH AVENUE ROAD AT CR 484

The intersection of SW 29th Avenue Road at CR 484 will be signalized based on the results of the background conditions signal warrant analysis. The southbound approach will include two lanes due to the proposed widening of SW 29th Avenue Road. The existing eastbound left-turn lane is 285 feet long. The required deceleration length is 185 feet based on the FDOT Greenbook and the 50th percentile queues at buildout are less than 100 feet. The existing eastbound left-turn lane on CR 484 at SW 29th Avenue Road has sufficient length for project buildout. The FDOT Design Manual (Chapter 232.2) recommends exclusive right-turn lanes at signalized intersections when peak hour through and right turning volumes each exceed 300 vph. The projected westbound right-turn volume is 138 vehicles during the AM peak hour and 79 vehicles during the PM peak hour; therefore, based on FDOT criteria, an exclusive westbound right-turn lane is not warranted at the future signalized intersection of SW 29th Avenue Road at CR 484.

SW 20TH AVENUE ROAD AT CR 484

The intersection of SW 20th Avenue Road at CR 484 has planned improvements for the interim condition (under construction now; implemented prior to full Marco Polo buildout) and buildout condition (full Marco Polo buildout, as identified in the Marco Polo study). The interim improvements include a ±480-foot eastbound left-turn lane and +/- 160-foot westbound right-turn lane on CR 484. The north leg will be constructed to have an exclusive 200-foot southbound left turn lane, and a single southbound through and single southbound right turn lane that extend north of the intersection. The planned improvements illustrating the turn lane lengths are provided in the **Appendix.**

The eastbound left-turn lane on CR 484 at SW 20th Avenue Road has sufficient length for the projected queues at buildout. The planned westbound right-turn lane is less than the required deceleration length for a 45mph design speed. However, per feedback from Marion County, the westbound right turn lane cannot be lengthened due to the adjacent Popeye's driveway.

The projected 95th percentile queue length for the southbound left-turn movement on SW 20th Avenue Road at CR 484 is approximately 1,100 feet for project buildout. There is approximately 920 feet of queue storage for the southbound left-turn movement on SW 20th Avenue Road between CR 484 and the first median opening on SW 20th Avenue Road to the north. During peak egress traffic periods, the queues will extend past the median opening. A "do not block intersection" sign is recommended to minimize impacts between southbound left-turn movements at CR 484 and northbound left-turn movements at the median opening. A northbound left-turn lane is provided on SW 20th Avenue Road at the median opening to allow for left-turning traffic to queue outside of the through lanes. No impacts to the CR 484 traffic operations are anticipated from the occasional queueing during peak periods on SW 20th Avenue Road. Furthermore, SW 29th Avenue Road will be widened to four lanes with a traffic signal at CR 484, which will allow for an additional egress point during peak egress and queueing periods.

An interim evaluation was performed assuming the Trailhead Logistics Park North site may be operational prior to the Marco Polo development, and associated improvements to the intersection of SW 20th Avenue Road at CR 484. The results and recommendations from that evaluation were summarized previously and include restriping the southbound approach to have a left-turn lane, through/left-turn lane, and right-turn lane and converting the northbound and southbound signal phasing to split phasing. The timing of the interim improvements will be based on operational studies to be performed at various buildout stages within the Trailhead Logistics Park North development.

PROPORTIONATE SHARE

Per Chapter 163.3180 of the Florida Statutes, an acceptable method for a landowner to mitigate their transportation impacts to is pay a proportionate share cost towards subject improvements. Per the Florida Statutes, proportionate share contributions are not required for improvements identified to correct transportation deficiencies that occur prior to the addition of project traffic. Therefore, any transportation improvements identified to be needed in the background conditions analysis are assumed to be in place for the purposes of the proportionate share calculation.

Several transportation improvements were identified as being required within the study area to provide acceptable traffic operations with future background traffic conditions (before the addition of project traffic) and are therefore not subject to proportionate share mitigation. The improvements required to accommodate background traffic are listed in the background intersection analysis and background roadway segments analysis sections of this report. Background intersection and roadway improvements were assumed to be in place for the proportionate share calculations.

Additional transportation improvements were identified as being required within the study area to provide acceptable traffic operations at project buildout. Mitigation required to support project traffic was calculated based on the following methodology:

Marion Oaks Boulevard at CR 484

- Extend the westbound left-turn lane on CR 484 to 625 feet
- Proportionate share calculated as the project traffic utilizing the westbound left-turn movement (59 trips) divided by the total traffic utilizing the westbound left-turn movement (714 trips) at buildout = 8.26%

SW 20th Avenue Road at CR 484

- Implement a northbound right-turn permitted/overlap phasing and signal timing adjustments
- Install an R10-16 (U-TURN YIELD TO RIGHT TURN) for the westbound left-turn lane
- Proportionate share calculated as the project traffic at the intersection divided by the increase in capacity generated by the improvement. The total project traffic at the intersection is greater than the increase in capacity generated by the improvement, therefore the proportionate share is 100%.

SW 29th Avenue Road will be widened by the developer to four lanes from CR 484 to Marion Oaks Trail. The widening of SW 29th Avenue Road will include a new traffic signal at the intersection of SW 29th Avenue Road and CR 484. The widening to four lanes was a prior condition of the Deltona development but is not shown to be needed to accommodate project traffic from the Trailhead Logistics Park North site. A traffic signal at the intersection of SW 29th Avenue Road at CR 484 is warranted with future background traffic conditions, prior to the addition of traffic from the Trailhead Logistics Park North site. The cost of the improvements to SW 29th Avenue Road and the intersection with CR 484 will exceed the cost of the required proportionate share transportation mitigation for the project.

CONCLUSION

This traffic study has been performed to support the PUD rezoning for the Trailhead Logistics Park North industrial development. The traffic analysis provided is consistent with the approved methodology document.

The traffic analysis was performed considering a buildout timeframe of 5 years (2027) for the full proposed development program. The operating conditions within the study area were evaluated for existing, future background (before addition of project traffic) conditions and buildout traffic conditions.

The following offsite transportation improvements were identified to be needed based on the background traffic scenario (prior to the addition of project traffic):

- CR 484 - Widening to six lanes from Marion Oaks Boulevard to CR 475A
- SW 29th Avenue Road at CR 484 - Signalization is warranted with background AM peak hour traffic
- SW 20th Avenue Road at CR 484 - Signal timing adjustments

Additional off-site transportation improvements were identified to be needed due to the addition of project traffic from the Trailhead Logistics Park North development. The following mitigation improvements are needed to support project traffic:

- Marion Oaks Boulevard at CR 484 – extend the westbound left-turn lane to 625 feet (8.26% proportionate share allocation)
- SW 20th Avenue Road at CR 484 – northbound right-turn permitted/overlap phasing with signal timing adjustments and installing an R10-16 (U-TURN YIELD TO RIGHT TURN) sign (100% proportionate share allocation).

The following interim improvements were identified to be needed at the intersection of SW 20th Avenue Road at CR 484 to support buildout traffic volumes in advance of the ultimate improvements at the intersection identified within the Marco Polo PUD:

- Re-striping the southbound approach to have a left-turn lane, through/left-turn lane, and right-turn lane
- Implementing split phasing for the northbound and southbound approaches

The developer will enter into a Chapter 163 Concurrency Development Agreement for the widening of SW 29th Avenue Road to four lanes from CR 484 to Marion Oaks Trail and install a traffic signal at the intersection with CR 484. The Concurrency Development Agreement will also address impact fee credits per Section 10-323 of the Marion County Code of Ordinances. The cost of the improvements to SW 29th Avenue Road and the intersection with CR 484 will exceed the cost of the required proportionate share transportation mitigation for the project.

The Chapter 163 Concurrency Development Agreement will also require an operational study of the intersection of SW 20th Avenue Road at CR 484 at various stages of development to determine the timing of the interim improvements. This traffic impact analysis has been completed based on the standards set forth in the approved methodology and supports the PUD zoning application and future Concurrency Development Agreement for transportation concurrency reservation for the project.

Marion County
Board of County Commissioners
Growth Services
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Ocala, FL 34470
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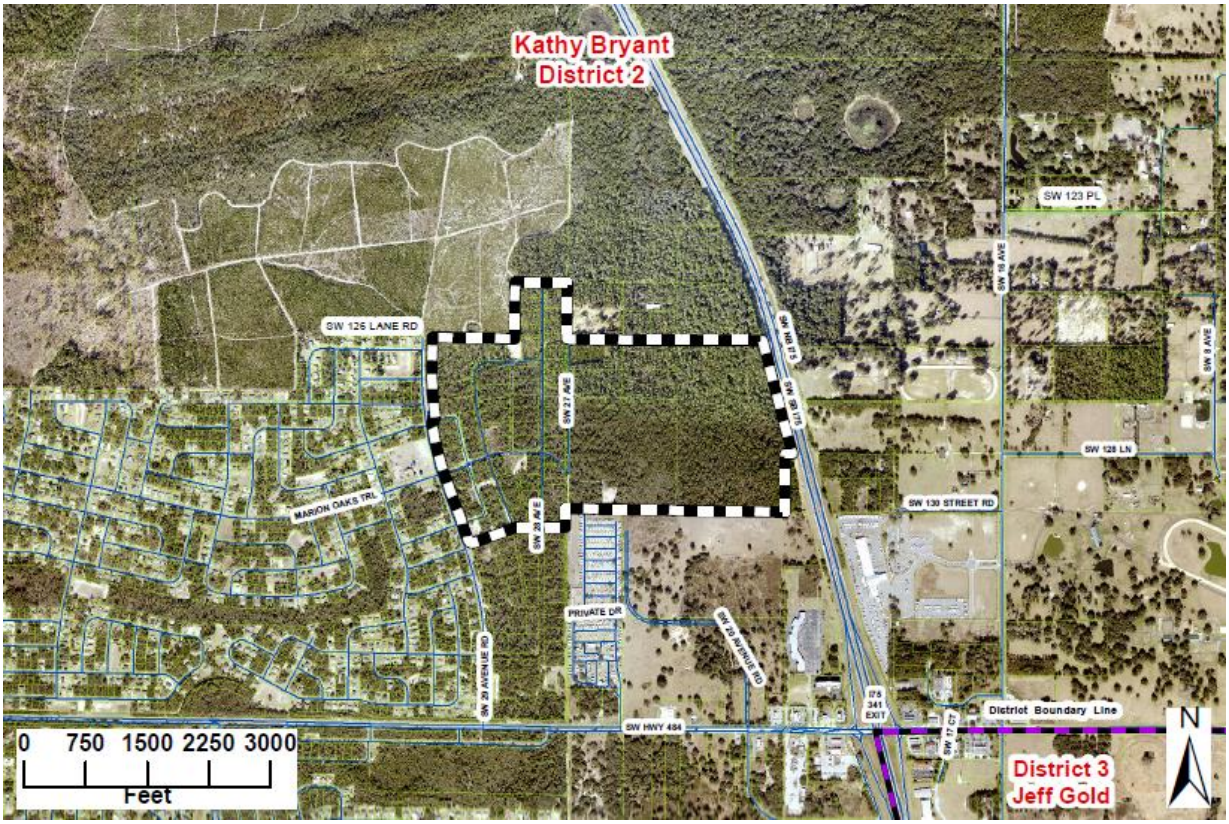
PLANNING & ZONING SECTION
STAFF REPORT

P&ZC Date: 11/28/2022	**BCC Date: 12/20/2022**
Case Number(s)	22-S20
CDP-AR	29233
Type of Case	**Future Land Use Map Series (FLUMS) amendment** from Public (P), Preservation (PR) and Rural Land (RL) to Employment Center (EC)
Owner/Applicant	TDC Deltona Land, LLC. c/o Steve Kros
Agent	W. James Gooding III, Esq.
Street Address	None assigned
Parcel Number	See Attachment A Pages 20-21 for full list
Property Size	40.21 acres
Future Land Use	Public (P), Rural Land (RL), & Preservation (PR)
Zoning Classification	Community Business (B-2), Regional Business (B-4), Light Industrial (M-1), General Agriculture (A-1)
Overlay Zone/Scenic Area	Springs Protection Overlay Zone, Secondary
Staff Recommendation	**APPROVAL**
P&ZC Recommendation	**TBD**
Project Planner	Kathleen Brugnoli, Planner II
Related Case(s)	On 41200-006-00 (171006Z) A-1 to PUD - withdrawn

I. ITEM SUMMARY

W. James Gooding III, Esq., on behalf of the landowner, TDC Deltona Land, LLC. has filed a Small-Scale Future Land Use Map Series (FLUMS) amendment application to change the designation of a ±40.21-acre site located on the west side of I-75 and ±0.50 miles north of SW Hwy 484 from Public (P) and Rural Land (RL - 1 du/10 ac), to Employment Center (EC), which allows a density ranging from 0-16 du/ac (Attachment A). Figure 1 is an aerial photograph showing the general location of the subject property. The subject property is situated outside the Urban Growth Boundary (UGB) but within the Urban Area of Marion Oaks with the lots previously within the platted area being designated as commerce areas in the master plan for Marion Oaks. The subject site is within the secondary spring's protection overlay zone.

FIGURE 1
GENERAL LOCATION MAP



II. STAFF SUMMARY RECOMMENDATION

Staff is recommending the **APPROVAL** of the Small-Scale Future Land Use Map Series (FLUMS) amendment because it is consistent with Land Development Code Section 2.3.3.B, which requires amendments comply and be consistent with the Marion County Comprehensive Plan and the provisions of Chapter 163, Florida Statutes.

III. NOTICE OF PUBLIC HEARING

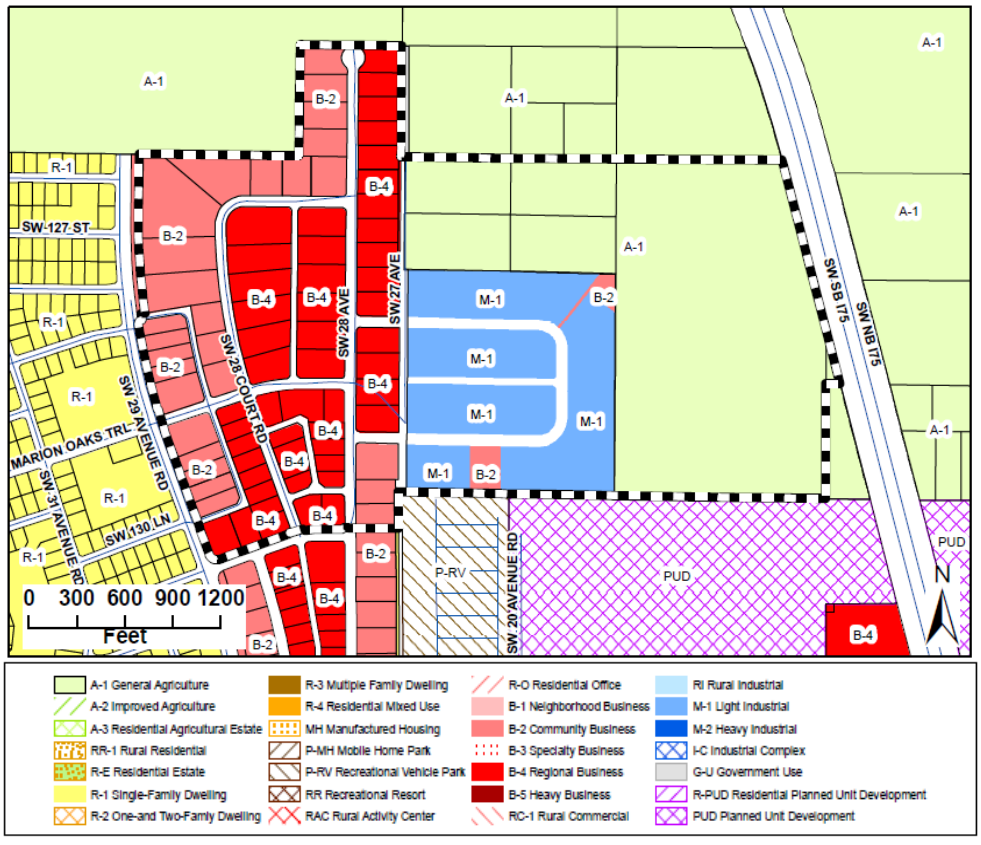
Notice of public hearing was mailed to (42) property owners within 300 feet of the subject property on November 10th, 2022. A public hearing notice sign was posted on the property on

November 18th, 2022. A public hearing notice for the Planning & Zoning Commission hearing was published in the Star Banner on November 14th, 2022. Evidence of the public hearing notices are on file with the Growth Services Department and are incorporated herein by reference. As of the date of the initial distribution of this Staff Report, no correspondence in support of or in opposition to the amendment has been received.

IV. BACKGROUND/PROPERTY HISTORY

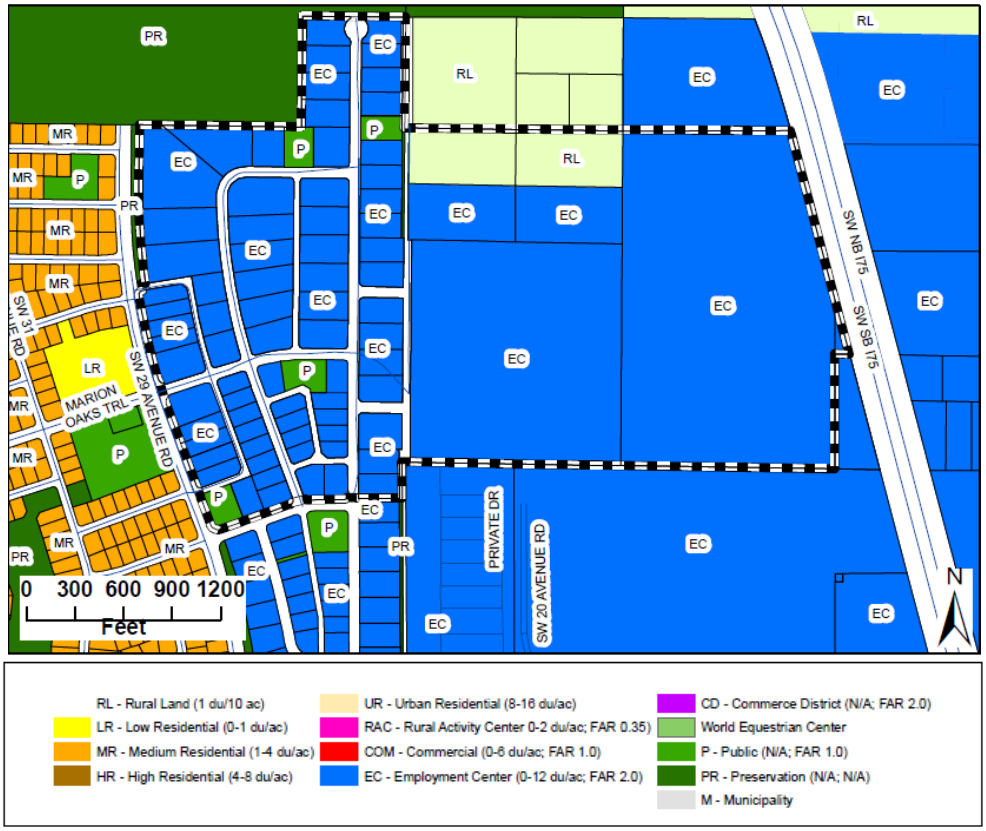
A. *ZDM history*. Figure 2 shows the subject site is classified as multiple zonings: General Agriculture (A-1), Community Business (B-2), Regional Business (B-4), and Light Industrial (M-1). These are the initial zoning classifications for these parcels. Only two of these zoning classifications have minimum size requirements for lots, A-1 requires a minimum lot width of 150' and lot area of 10 acres while M-1 requires a minimum lot width of 200' but with no minimum lot area.

FIGURE 2
ZONING DISTRICT MAP



B. *FLUMS history*. Figure 3 is the FLUMS and it shows the site is designated Rural Land (RL), Public (P), and Employment Center (EC). Based upon the FLUMS designation shown, development would be limited to a maximum of two units, one for each RL parcel with A-1 zoning. This FLUMS designation shown is the initial designation for each respective parcel.

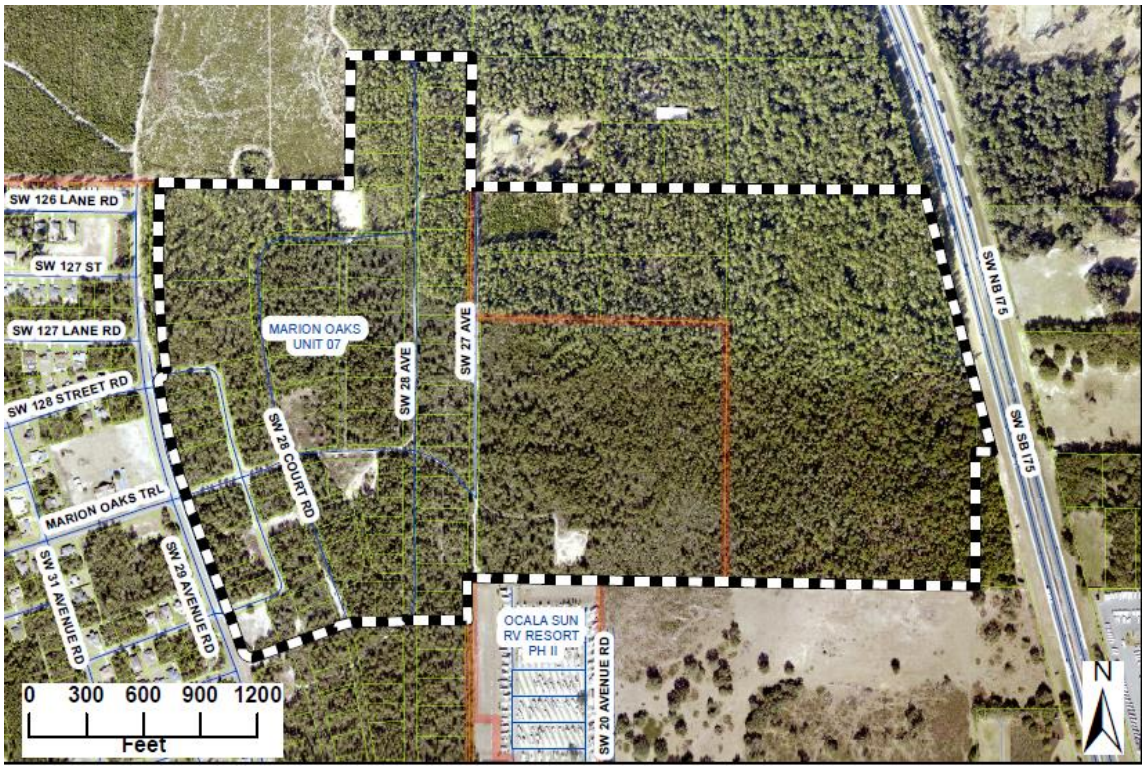
FIGURE 3
FUTURE LAND USE MAP SERIES DESIGNATION



V. CHARACTER OF THE AREA

A. *Existing site characteristics*. Figure 4 is an aerial photograph showing existing and abutting land uses. To the south of the subject site is and RV park, Ocala Sun RV Resort, and Marco Polo Industries PUD. To the west are portions of Marion Oaks Unit 7, Agriculture/Residential uses to the north, and to the east are parcels included in the PUD related to these same parcels seeking amendment. Further east is I75. According to the Soil Survey of Marion County, Florida, the site includes a variety of soils including Candler, Astatula, and Arredondo soils. All of the soil types are well to excessively drained and reasonably accommodate development. Based upon available contour data on the Marion County Interactive map, the site is relatively flat with a slight change in grade towards the northeast corner of the property. The survey provided (Attachment B) indicates the subject property will have two main access points, one connecting with the intersection of Marion Oaks Trail and SW 29th Ave. Rd., and a continuation of 20th Ave. entering the south of the property. Figure 5 shows the subject property is within the Secondary Springs Protection Overlay Zone. While the parcel is not within the urban growth boundary, it is within the designated urban area of Marion Oaks Master Plan (Figure 8).

FIGURE 4
EXISTING AND SURROUNDING SITE CHARACTERISTICS



B. *Abutting and surrounding land uses*. Figure 6 is a map based on the Marion County Property Appraisers data showing the existing, abutting and surrounding land uses. Table 1 displays the FLUMS, Zoning Classification, and existing uses on the subject site and surround uses. To the east are parcels registered as non-classified or ag production, to the south is commercial, west is residential, and north is a mix of state forest land as well as some home sites and non-classified acreage. A site visit was conducted on November 18th, 2022 where staff observed the subject site to be heavily wooded and vacant. (ATTACHMENT C)

FIGURE 5
SPRINGS PROTECTION OVERLAY ZONE

FIGURE 6
EXISTING AND SURROUNDING LAND USES

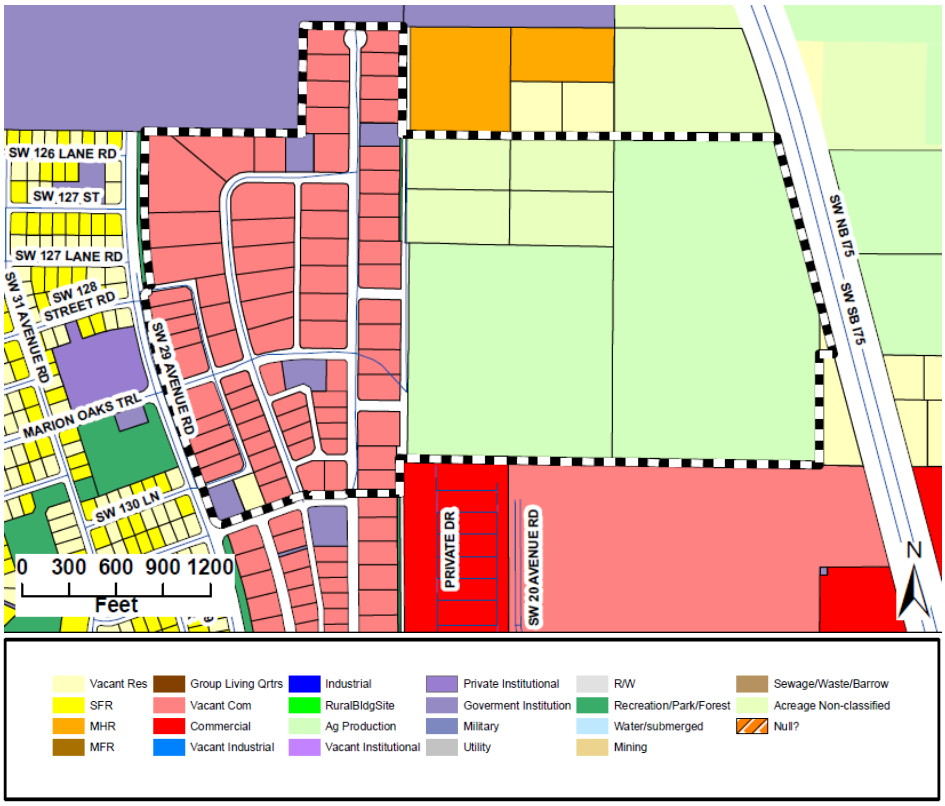
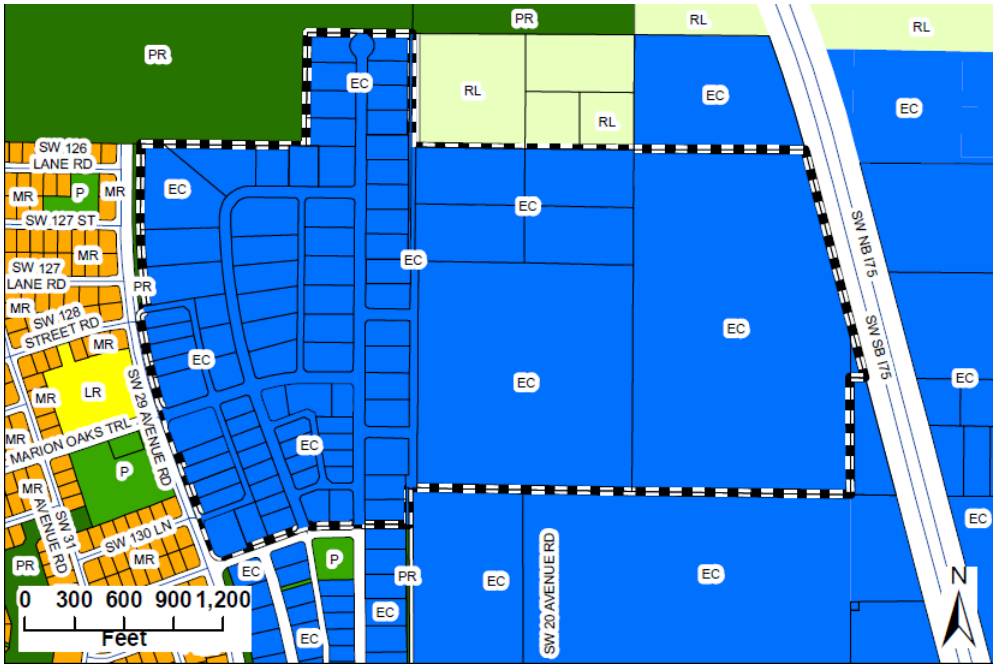


TABLE 1. ADJACENT PROPERTY CHARACTERISTICS			
Direction	**FLUM Designation**	**Zoning Classification**	**Marion County Property Appraiser Existing Use**
North	Rural and Preservation	General Agriculture (A-1)	State Property (87) Vacant Residential (00) Improved Mobile Home (02)
South	Employment Center (EC)	RV Park (P-RV) Planned Unit Development (PUD)	Camps/Campgrounds (36) Vacant Commercial (10)
East	Employment Center (EC)	Regional Business (B-4)	Vacant Commercial (10) Community Shopping Center (16)
West	Medium Residential (MR)	Single-Family Dwelling (R-1)	Improved Residential (01)

C. *Project request*. Figure 7 displays that the proposed FLUMS amendment application would change the various land use designations to the Employment Center (EC) designation for 40.21 acres. Rezoning to EC would allow the owner to construct industrial warehouses which is their proposed use of the site and concurrent rezoning to PUD with Master Plan.

FIGURE 7
PROPOSED FLUMS DESIGNATION



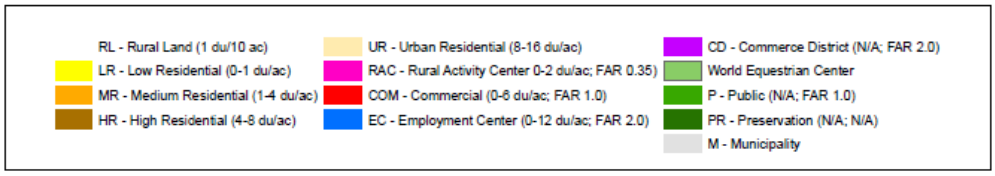
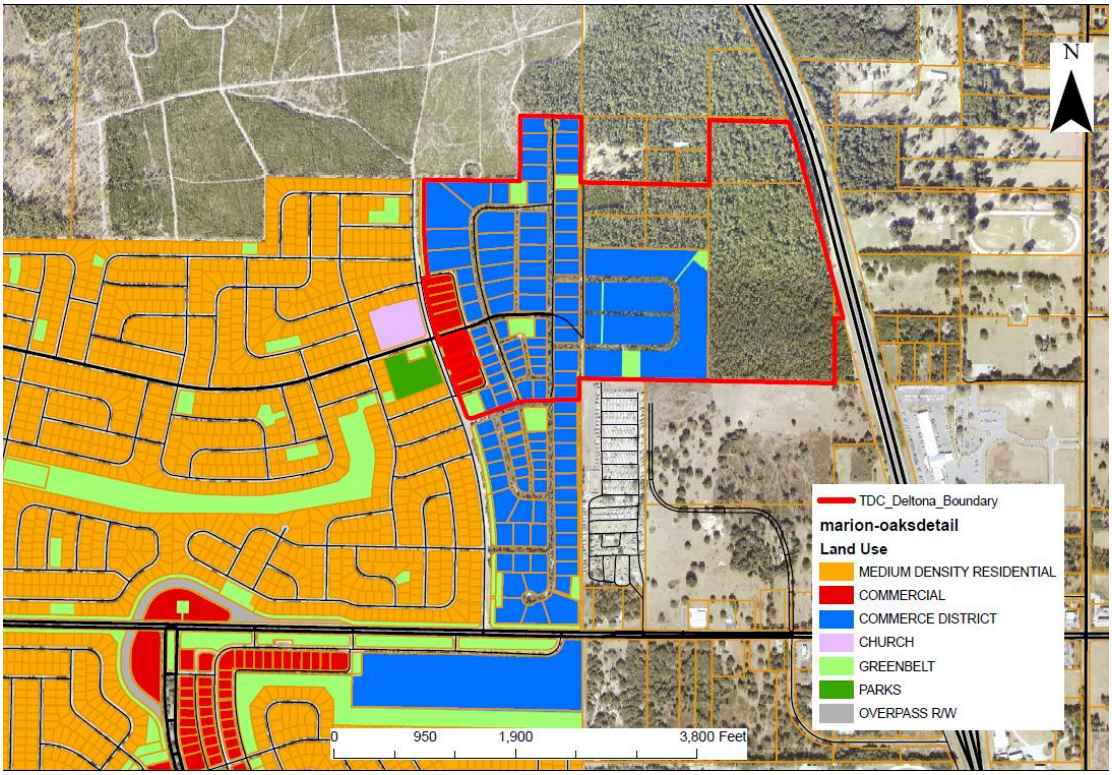


FIGURE 8
MARION OAKS MASTER PLAN



VI. ANALYSIS

LDC Section 2.3.3.B provides a Comprehensive Plan amendment shall be reviewed for compliance and consistency with the Marion County Comprehensive Plan and Chapter 163, Florida Statutes. Staff's analysis of compliance and consistency with these two decision criteria are addressed below.

A. *Consistency with Marion County Comprehensive Plan*

1. Future Land Use Element (FLUE).

a. Policy 1.1.3 on Accommodating Growth provides "The County shall designate on the Future Land Use Map sufficient area in each land use designation to distribute development to appropriate locations throughout the county. Changes to the Future Land Use Map shall be considered in order to accommodate the existing and projected population and its need for services, employment opportunities, and recreation and open space while providing for the continuation of agriculture activities and protection of the environment and natural resources."

Analysis: The subject property is within the urban area of Marion Oaks, an area in which the expansion and economic opportunities are anticipated as noted in their Master Plan. The intent of the area is growth and further development. Changing the land use to EC will bring the parcels in to conformity with the surrounding area. The application is **consistent with Policy 1.1.3.**

b. FLUE Policy 1.1.7 on discouraging strip commercial and isolated development states, "The County shall discourage scattered and highway strip commercial development by requiring the development of such uses at existing commercial intersections, other commercial nodes, and mixed-use centers with links to the surrounding area."

Analysis: The subject site is looking to change parcels previously designated "public" and two contiguous parcels designated "rural land" in a node of Employment Center land use. Because the request is proposing to make changes within an existing node of the same use, the application is **consistent with Policy 1.1.5.**

c. FLUE Policy 5.1.3 on Planning and Zoning Commission provides "The County shall enable applications for CPA, ZC, and SUP requests to be reviewed by the Planning & Zoning Commission, which will act as the County's Local Planning Agency. The purpose of the advisory board is to make recommendations on CPA, ZC, and SUP requests to the County Commissioners. The County shall implement and maintain standards to allow for a mix of representatives from the community and set standards for the operation and procedures for this advisory board.

Analysis: The proposed FLUM amendment is scheduled for the November 28th, 2022 Planning and Zoning Commission and, therefore, the application is **consistent** with this FLUE Policy 5.1.3.

d. FLUE Policy 5.1.4 on Notice of Hearing provides "The County shall provide notice consistent with Florida Statutes and as further defined in the LDC."

Analysis: Staff finds public notice has been provided as required by the LDC and Florida Statutes and, therefore, concludes the application is being processed **consistent** with FLUE Policy 5.1.4.

2. Transportation Element (TE)

a. TE Policy 2.1.4 on determination of impact provides in part "All proposed development shall be evaluated to determine impacts to adopted LOS standards."

Analysis: Kimley-Horn provided a traffic analysis report that was included with the comp plan amendment application (Attachment D). The maximum intensity of total buildout of the overall PUD at 3,503,095 sq. ft. would be high-cube warehouse which has to potential to generate 4,904 daily trips with 280 peak am and 350 peak pm trips. The proposed intensity of this portion of 40.21 acres with a total buildout of 634,756 sq. ft. for high-cube warehouse was found to be 889 daily trips with 51 peak am and 63 peak

pm trips. Based on the Ocala Marion TPO CMP database, 2021 AADT counts were shown as 6800 trips with 2026 AADT counts of 7200 trips for Marion Oaks Trail. The road is operating at a LOS C with 2026 projections maintaining the same LOS. If this 40.21-acre site were developed out to its maximum potential, it would exceed the projected traffic counts by approximately 400 trips. However, mitigation of traffic related issues will be required in the event that the overall development impacts LOS. Traffic counts are currently unavailable for SW 20th Ave. Rd. as it is a private road, but this will serve as the second of two access points for the property. It is concluded the application is **consistent** with TE Policy 2.1.4.

b. TE Objective 2.2. on Access Management provides "To maintain the intended functionality of Marion County's roadway network, access management standards shall be established which provides access controls and manage the number and location of public roadways, private roadways, driveways, median openings, and traffic signals."

Analysis: The DRC Comments indicate this specific change of 40.21 acres to EC would generate less than 100 peak hour trips and therefore would not create a significant impact. **consistent with TE Objective 2.2.**

3. Sanitary Sewer Element (SSE)

a. SSE Policy 1.1.1 provides "The LOS standard of 110 gallons per person per day for residential demand and approximately 2,000 gallons per acre per day for commercial and industrial demand is adopted as the basis for future facility design, determination of facility capacity, and documentation of demand created by new development. This LOS shall be applicable to central sewer facilities and to package treatment plants but shall not apply to individual OSTDS. DRIs and FQDs that demonstrate the suitability of differing LOS standards may be allowed to adhere to the differing standard if approved by the County."

Analysis: Utilities confirmed that the site will be on Marion County central sewer services (Attachment E). 40.21 acres of industrial demand could generate up to 80,420 gallons per day. Based on the above findings, it is concluded the application is **consistent** with SSE Policy 1.1.1.

b. SSE Policy 1.1.3 provides "The County shall encourage the construction of sanitary sewer facilities by public or private sources, or jointly, in accordance with the Marion County Water and Wastewater Utility Master Plan, and the LDC."

Analysis: Public sewer services provided by Marion County Utilities will be utilized. Based on the above findings, it is concluded the application is **consistent** with SSE Policy 1.1.3.

4. Potable Water Element (PWE)

a. PWE Policy 1.1.1 provides in part "The LOS standard of 150 gallons per person per day (average daily consumption) is adopted as the basis for future facility design, determination of available facility capacity, and determination of demand created by new development with regard to

domestic flow requirements, and the non-residential LOS standard shall be 2,750 gallons per acre per day."

Analysis: Staff finds water to the property is immediately available from Marion County Utilities and will be utilized. The 40.21 acres included in this comp plan amendment has the potential to generate 110,577 gallons per day. Based on the above findings, it is concluded the application is **consistent** with PWE Policy 1.1.1.

b. PWE Policy 1.6.4 provides "Adequate potable water supplies and facilities which meet the adopted LOS standards shall be available concurrent with the impacts or development."

Analysis: Potable water is immediately available to the site. Based on the above findings, it is concluded the application is **consistent** with PWE Policy 1.6.4.

5. Solid Waste Element (SWE)

a. SWE Policy 1.1.1 provides "The LOS standard for waste disposal shall be 6.2 pounds of solid waste generation per person per day. This LOS standard shall be used as the basis to determine the capital facilities or contractual agreements needed to properly dispose of solid waste currently generated in the County and to determine the demand for solid waste management facilities which shall be necessitated by future development."

Analysis: The County has identified and arranged for short-term and long-term disposal needs by obtaining a long-term contract reserving capacity with a private landfill in Sumter County. The owner is placed on notice that should disposal facilities become unavailable, permits shall not be issued for the dwelling units. Based on the above findings, it is concluded the application is **consistent** with SWE Policy 1.1.1.

6. Stormwater Element (SE).

a. SE Policy 1.1.4 provides "The demand for stormwater facility capacity by new development and redevelopment shall be determined based on the difference between the pre-development and post-development stormwater runoff characteristics (including rates and volumes) of the development site using the applicable design storm LOS standard adopted in Policy 1.1.1 and facility design procedures consistent with accepted engineering practice."

Analysis: This is just a change in land use and does not propose structures. However, at the time of development, Stormwater will be a review. The DRC comments note conformance with LDC Section 6.13 will be required. Based on the above, it is concluded the application is **consistent** with SE Policy 1.1.4.

b. SE Policy 1.1.5 provides "Stormwater facilities meeting the adopted LOS shall be available concurrent with the impacts of the development."

Analysis: The owner is advised that they will be responsible for funding the stormwater facilities with sufficient capacity to accommodate any post-

development runoff. Based on the above findings, it is concluded the application is **consistent** with SE Policy 1.1.5.

In summation, staff concludes that the application is **consistent** with the Comprehensive Plan.

B. *Consistency with Chapter 163, Florida Statutes*.

1. Section 163.3177(8) provides "Future land use map amendments shall be based upon the following analyses:
   a. An analysis of the availability of facilities and services.
   b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
   c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

   Analysis: Section VI.A.2. of this staff report found that transportation facilities would not be adversely impacted by this land use change, utilities are available for connection in the area, the land and topography is conducive to development, and minimum lot requirements are being met. Based upon this information, it is concluded the application complies and is **conformance** with F.S. Section 163.3177(8) a.

   The analysis of the suitability of the plan amendment for its proposed use was addressed in the existing site characteristics section of this staff report and, therefore, it is concluded the application **does comply and is in conformance** with F.S. Section 163.3177(8)b.

   The analysis of the minimum amount of land needed to achieve the goals and requirements of this section was address in the analysis of FLUE Policy 1.1.3 and, therefore, it is concluded the application **does comply and is in conformance** with F.S. Section 163.3177(8)c.

2. Section 163.3177(9) provides "The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.
   a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:
      (I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
      (II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
      (III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.
(VI) Fails to maximize use of existing public facilities and services.
(VII) Fails to maximize use of future public facilities and services.
(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
(IX) Fails to provide a clear separation between rural and urban uses.
(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.
(XI) Fails to encourage a functional mix of uses.
(XII) Results in poor accessibility among linked or related land uses.
(XIII) Results in the loss of significant amounts of functional open space.

Analysis: Staff finds the proposed amendment is located within an urban area as defined in Marion Oaks master plan and it within Utilities connection and near I75 in a commercial node. Based on the above findings, it is concluded the proposed amendment is **consistent** with F.S. Section 163.3177(9)a.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:
(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.
(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.
(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
(IV) Promotes conservation of water and energy.
(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.
(VI) Preserves open space and natural lands and provides for public open space and recreation needs.
(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Analysis: The application demonstrates at least four of the items I-VIII, specifically items I, II, III, and VIII. Based on the above finding, it is concluded the proposed amendment is **consistent** with F.S. Section 163.3.177(9) b.

VII. ALTERNATIVE ACTIONS

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **DENY** the small scale FLUMS amendment.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein so as to support the approval of the Ordinance, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE** the small-scale FLUMS amendment.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, and make a recommendation to the Board of County Commissioners to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VIII. STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission (PZC) enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **APPROVE** the proposed small-scale FLUMS amendment number 22-S17 because the application inconsistencies do not outweigh the consistency with other policies

A. The Marion County Comprehensive Plan, and specifically with:
   1. FLUE Policies 1.1.3, 1.1.7, 5.1.3, and 5.1.4
   2. TE Objectives 2.2
   3. TE Policy 2.1.4
   4. SSE Policies 1.1.1 and 1.1.3
   5. PWE Policies 1.1.1 and 1.6.4
   6. SWE Policy 1.1.1
   7. SE Policies 1.1.4 and 1.1.5

B. The Florida Statutes, and specifically with
   1. F.S. Section 163.3177(8) and 163.3188(9)

Should the Planning & Zoning Commission recommend the Board deny this FLUMS amendment, please be advised the property owner still can achieve higher densities through

other means. First, Florida Statutes Section 403.892(1)(b) provides a 25% density increase to a developer or homebuilder if at least 75% of the proposed of existing development will have a graywater system installed and a 35% bonus if 100% of a proposed or existing development will have a graywater system installed. The 25% density bonus would allow 83 additional dwelling units while the 35% density bonus would allow 116 additional dwelling units. Second, Land Development Code Section 2.6.1 et. seq. established both the transfer of development right (TDR) program and a transfer of vested right (TVR) program. The TDR program would help preserve the Farm Preservation Area by transferring credit from the TVR program would help eliminate those lots of record and within antiquated subdivisions where it is no cost-feasible to extend such infrastructure to serve those areas. These two density bonus programs, however, require Board approval.

IX. PLANNING & ZONING COMMISSION RECOMMENDATION

At the November 28, 2022 Planning and Zoning Commission (P&ZC) public hearing, the P&ZC by consent recommended the FLUMS amendment be approved based on the findings and conclusions in Part VIII of this Staff Report.

X. BOARD OF COUNTY COMMISSIONERS ACTION

To be determined.

XI. LIST OF ATTACHMENTS

Attachment A - Comprehensive Plan Application.
Attachment B – Survey.
Attachment C – Site Photos.
Attachment D – Traffic Analysis Report.
Attachment E – DRC Comments.

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

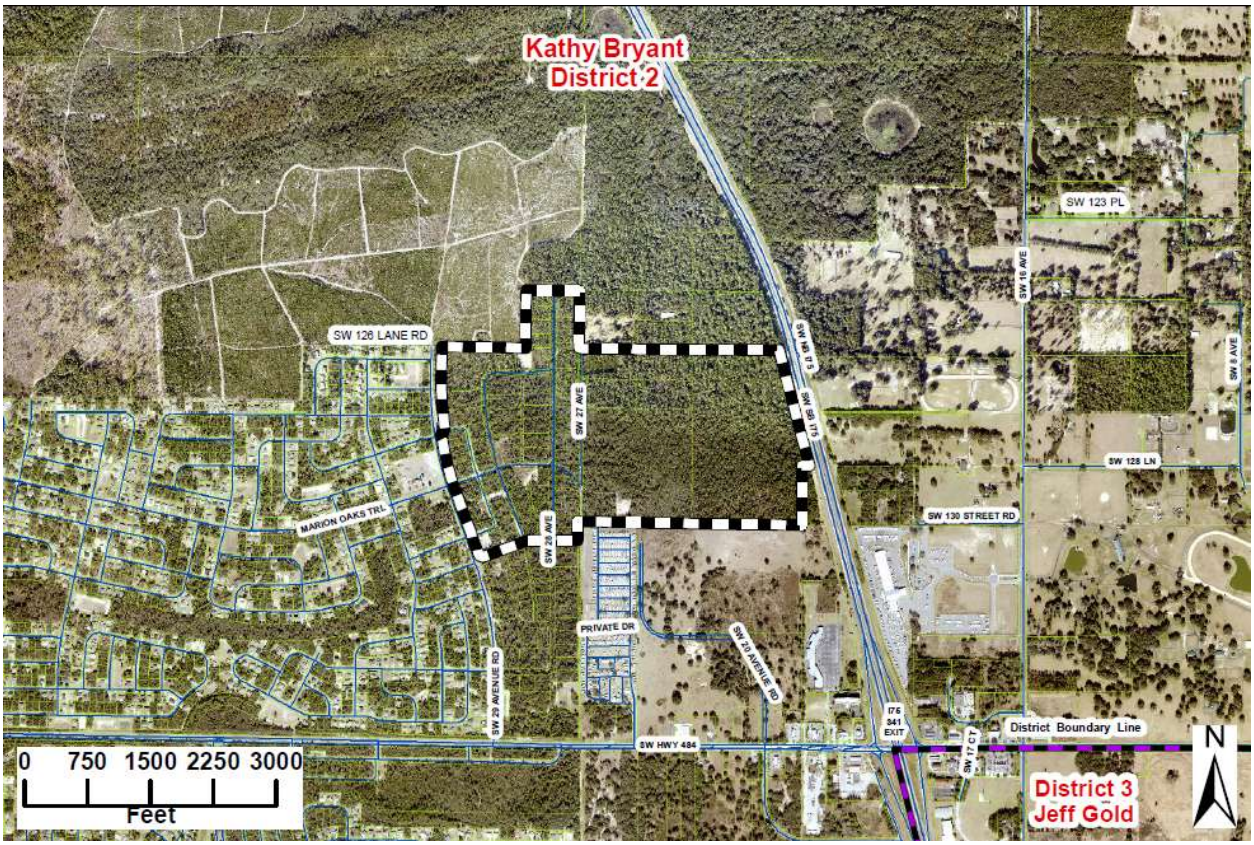
PLANNING & ZONING SECTION
STAFF REPORT

P&ZC Date: 11/28/2022	**BCC Date: 12/20/2022**
Case Number	221208ZC
CDP-AR	29234
Type of Case	**Rezoning** from General Agriculture (A-1), Community Business (B-2), Regional Business (B-4), and Light Industrial (M-1) to Planned Unit Development (PUD) with master plan, for intended use of industrial warehouses.
Owner	TDC Deltona Land, LLC
Applicant/Agent	W. James Gooding III, Esq.
Street Address	None assigned
Parcel Number	8007-1094-01/13, 8007-1095-01/5, 8007-1096-01/06, 8007-1097-01/06, 8007-1098-01/12, 8007-1099-02, 8007-1099-04/05, 8007-1100-01/09, 8007-1124-00/04, 8007-1130-01/04, 8007-1131-01/10, 8007-1493-01/03, 8007-0000101,8007-1094+05, 8007-1098+01, 8007-1100+09, 8007-1131+04, 41200-004-00, 41200-011-01, 41200-034-00, 41200-035-00, 41200-036-00, 41200-037-00. (with rights of way included in 22-S20)
Property Size	228.10 acres
Future Land Use	Employment Center (EC)
Zoning Classification	General Agriculture (A-1), Community Business (B-2), Regional Business (B-4), and Light Industrial (M-1)
Overlay Zone/Scenic Area	Secondary Springs Protection zone
Staff Recommendation	**APPROVE WITH CONDITIONS**
P&ZC Recommendation	**TBD**
Project Planner	Kathleen Brugnoli, Planner II
Related Case(s)	Concurrent Future Land Use Map Series amendment (22-S20) to Employment Center

I. ITEM SUMMARY

Gooding & Batsel, on behalf of the landowner, TDC Deltona LLC, have filed an application to rezone a 228.10-acre site located directly west of I75 and 0.5 mile north of Hwy 484 from (A-1, B-2, B-4, and M-1) to Planned Unit Development (PUD) (see Attachment A) with a master plan (Attachment B). The PUD proposes three warehouse distribution centers for the property. The site is currently in individual pieces of various zonings and land uses. A concurrent land use change seeks to change the land use of the parcels to make the overall area as Employment Center (EC). Figure 1 is an aerial photograph showing the general location of the subject property. The subject property is situated outside the Urban Growth Boundary (UGB) and is located within the secondary spring's protection overlay zone. However, it is located in an urban area designated by Marion Oaks Master Plan. Additionally, a portion of this PUD abuts lands included in the Cross Florida Greenway.

FIGURE 1
GENERAL LOCATION MAP



II. STAFF SUMMARY RECOMMENDATION

Staff recommends **APPROVAL** of the applicant's request because it is consistent with Land Development Code Section 2.7.3.E.2, which requires that granting a rezoning will not adversely affect the public interest, that the rezoning is consistent with the Marion County Comprehensive Plan (MCCP), and that the rezoning is compatible with land uses in the surrounding area, and with LDC Section 4.2.31 on Planned Unit Development

because the proposed PUD will not adversely affect the public interest due to conditions being imposed requiring the applicant to mitigate impacts to the already overburdened roadway network, is consistent with the Comprehensive Plan, and is compatible with the surrounding uses due to the potential intensity of the commercial use. The subject property is not situated within the Urban Growth Boundary (UGB), but is within the urban area of Marion Oaks, and is located within the secondary spring's protection overlay zone.

The PUD proposes three warehouse/distribution buildings, up to maximum of 3,600,000 square feet of development. The structures will, at a minimum, be at least 100' from any property line and the maximum building height proposed is 75'.

The parcel is approximately 228.10 acres with proposed uses such offices, industrial uses, warehousing, distribution centers, etc. SW 20th Avenue RD will connect to the PUD from the South, turn left, and continue on Marion Oaks Trail providing additional connectivity to SW Hwy 484.

III. NOTICE OF PUBLIC HEARING

Consistent with Land Development Code (LDC) Section 2.7.3.C., notice of public hearing was mailed to all property owners (42 owners) within 300 feet of the subject property on November 10th, 2022. Consistent with LDC Section 2.7.3.B., public notice was posted on the subject property on November 18th, 2022 during the site visit (Attachment C) and consistent with LDC Section 2.7.3.E. due public notice was published in the Ocala Star-Banner on November 14th, 2022. Evidence of the above-described public notices is on file with the Growth Services Department and is incorporated herein by reference. As of the date of the initial distribution of this staff report, no letters of opposition or support have been received.

IV. ANALYSIS

Land Development Code Section 2.7.3.E.(2) provides that in making a recommendation to the Board, the Planning and Zoning Commission shall make a written finding that granting the rezoning will not adversely affect the public interest, that the proposed zoning change is consistent with the current Comprehensive Plan, and that it is compatible with land uses in the surrounding area. Staff's analysis of compliance with these three criteria are addressed below.

A. *Will not adversely affect the public interest*.

1. Transportation impacts. These include roadways, public transit, and other mobility features.

   a. Roadways. A traffic study methodology was provided by Kimley Horn (see Attachment D). Using the 11th edition of ITE Trip Generation Manual, high-cube transload and short-term storage warehouse as well as general light industrial were used to find potential trip generation. The PUD proposes approximately 3 million square feet of development split among three buildings. Based on the uses and sizes of buildings provided, the PUD is projected to generate approximately 5,726 daily trips with 600 AM peak hour trips and 392 PM peak hour trips. Two access points are proposed, a

continuation of SW 20th Avenue RD in to the southern portion of the property and a connection to Marion Oaks Trail. The connection from SW 20th Avenue RD to CR 484 will include a signalized intersection. Additionally, the traffic study will evaluate the need for improvements along SW 29th Avenue RD to accommodate traffic from this site. Portions of SW 29th Avenue RD. are currently 4-lane and the intent of this project is to 4-lane from the southwest corner of this project down to Hwy 484 as discussed in the pre-application meeting for this PUD. At the time that DRC comments were provided by Traffic for the PUD, the traffic study methodology had not yet been provided, but concerns were noted about the impacts on surrounding roads made by this project as well as recently approved projects in the nearby area (Marco Polo PUD and McGinley PUD).

OCE-Traffic writes, "The traffic study will determine impacts to the intersection operations at SW 29th Avenue Road, SW 20th Avenue Rd., I-75, and CR 475A. Improvements may be required such as new signals, signal modifications, and turn lanes.

b. Public transit. There are no fixed route services from available in the area, the closest existing stop is about eight miles northwest of the subject property.

c. Other mobility features. Sidewalks will be provided throughout the PUD for the public to use as well as those employed within the PUD.

Based on the above findings, it is concluded the application's proposed **roadway impacts would adversely affect the public interest**. However, steps taken upon approval of the traffic study methodology and subsequent completion of the traffic study could mitigate these adverse impacts. If the PUD zoning change is approved, staff recommends the following conditions to help mitigate adverse impacts:

- A Traffic Study shall be completed to the satisfaction of the County Engineer and Growth Services Director, adequate provision shall be made for the coordination of improvements with the PUD.
- All access point locations will be worked out to the satisfaction of the Development Review Committee during the time of Development Review.
- The commercial areas shall address any potential bus facilities for transit.

2. Potable water impacts. Potable Water Element Policy 1.1.1 adopts a level of service (LOS) standard of 150 gallons per person per day for residential demand and approximately 2,750 gallons per acre per day for nonresidential demand. Based on the 228.10 acres of non-residential property, the rezoning would result in a proposed generation of 627,275 gallons per day. The DRC comments letter (Attachment E) and utilities availability letter (Attachment F) state water is immediately available and

that connection would be required, some or all of which may be required of the developer through offsite extensions to service future proposed development. Thus, it is concluded the application's **potable water impacts would not adversely affect the public interest**. As a condition of approval, staff recommends:

- The PUD shall connect to Marion County centralized water and sewer.

3. Sanitary sewer impacts. Sanitary Sewer Element Policy 1.1.1 adopts a LOS standard of 110 gallons per person per day for residential demand and approximately 2,000 gallons per acre per day for commercial and industrial demand. Based on 228.10 acres of non-residential property, the proposed rezoning would result in a generation of 456,200 gallons per day. The DRC comments letter finds sanitary sewer is immediately available and that connection would be required, some or all of which may be required of the developer through offsite extensions to service future proposed development. Thus, it is concluded the application's **sanitary sewer impacts would not adversely affect the public interest**. A condition for approval has already been recommended.

4. Solid waste impacts. Solid Waste Element Policy 1.1.1 adopts a LOS standard of 6.2 pounds of solid waste generation per person per day. The SWE does not establish a LOS standard for solid waste generation for non-residential uses. The County has identified and arranged for short-term and long-term disposal needs by obtaining a long-term contract reserving capacity with a private landfill in Sumter County. Based on the above, it is concluded the application's **solid waste impacts would not adversely affect the public interest.**

5. Fire rescue/emergency services. Marion Oaks Fire Station #24 is located roughly 3 miles southwest at 102 Marion Oaks Lane. Liberty Fire Station #32 is located approximately 3.5 miles away to the northwest at 11350 SW 49th Ave. With two Fire Stations within a 5-mile radius of the subject property, it is concluded the application's **fire rescue/emergency impacts would not adversely affect the public interest**.

6. Law enforcement. The Marion Oaks Sheriff's Substation, located at 280 Marion Oaks Lane, is roughly 2.5 miles south of the subject property. Due to the proximity of the facility, it is concluded the application's **law enforcement impacts would not adversely affect the public interest.**

7. Public schools. The schools within the area are West Port High School (109.81% capacity), Horizon Academy at Marion Oaks (88.22% capacity), and Marion Oaks Elementary (94.83% capacity). These numbers represent enrollment as of the 120th day of the 2021-2022 school year. While the local schools within the area are experiencing overcrowding, the school district as a whole has ample capacity for any new students generated by this development. The proposed PUD is comprised of Industrial/Distribution

uses that will not result in additional students as there is no residential component being proposed with this PUC. It is concluded that the proposed rezoning **public schools' impacts would not adversely affect the public interest.**

In conclusion, staff finds **the roadway impacts would adversely affect the public interest; however,** those adverse impacts will not outweigh the *lack* of adverse impacts to other public facilities and services.

B. *Comprehensive Plan consistency*.

1. FLUE Policy 1.1.3 on Accommodating Growth provides, "The County shall designate on the Future Land Use Map sufficient area in each land use designation to distribute development to appropriate locations throughout the county. Changes to the Future Land Use Map shall be considered in order to accommodate the existing and projected population and its need for services, employment opportunities, and recreation and open space while providing for the continuation of agriculture activities and protection of the environment and natural resources."

   Analysis: Staff finds the property is located in an urban area and is looking to create an area for commercial uses that will provide employment opportunities for citizens in the surrounding area. Staff finds the application is **consistent with FLUE Policy 1.1.3.**

2. FLUE Policy 1.1.7 provides, "The County shall discourage scattered and highway strip commercial development by requiring the development of such uses at existing commercial intersections, other commercial nodes, and mixed-use centers with links to the surrounding area."

   Analysis: The PUD rezoning request is in an area of Employment Center land use intended for commercial and industrial uses. Additionally, the finishing of 20th Ave and the connection to Marion Oaks Trail is supporting links to the surrounding area. Based on the above, it is concluded the application **is consistent** with FLUE Policy 2.1.4.

3. FLUE Policy 5.1.3 on Planning and Zoning Commission provides "The County shall enable applications for CPA, ZC, and SUP requests to be reviewed by the Planning & Zoning Commission, which will act as the County's Local Planning Agency. The purpose of the advisory board is to make recommendations on CPA, ZC, and SUP requests to the County Commissioners. The County shall implement and maintain standards to allow for a mix of representatives from the community and set standards for the operation and procedures for this advisory board.

   Analysis: The proposed Zoning Change amendment is scheduled for the November 28, 2022 Planning and Zoning Commission and, therefore, the application **is consistent** with this FLUE Policy 5.1.3.

4. FLUE Policy 5.1.4 on Notice of Hearing provides "The County shall provide notice consistent with Florida Statutes and as further defined in the LDC."

Analysis: Staff finds public notice has been provided as required by the LDC and Florida Statutes and, therefore, concludes the application is being processed **consistent** with FLUE Policy 5.1.4.

5. TE Policy 2.1.4 on determination of impact provides in part "All proposed development shall be evaluated to determine impacts to adopted LOS standards."

Analysis: DRC Comments from Traffic indicate, "While still under review, the traffic methodology indicates that this development will have significant impact on the adjacent roads, particularly, SW 29th Avenue Road and CR 484 from Marion Oaks Trail to CR 475. The methodology identified CR 484 from I-75 Ramp (E) to CR 475A as falling below its adopted Level of Service (LOS) Standard at LOS F. Other segments are identified as operating within the adopted LOS standard E but nearing capacity with a v/c ratio of 0.98." An approved, completed, traffic study will be required to determine impacts to the LOS. This will need to be submitted 14 days prior to the BCC meeting.

6. TE Objective 2.2. on Access Management provides "To maintain the intended functionality of Marion County's roadway network, access management standards shall be established which provides access controls and manage the number and location of public roadways, private roadways, driveways, median openings, and traffic signals."

Analysis: The PUD proposes two full access points, SW 20th Ave. Rd. and Marion Oaks trail. These will be making a connection for Marion Oaks Unit 7 to reach SW Hwy 484 from another access providing better connectivity. The application is **consistent** with TE Objective 2.2.

7. SSE Policy 1.1.1 provides "The LOS standard of 110 gallons per person per day for residential demand and approximately 2,000 gallons per acre per day for commercial and industrial demand is adopted as the basis for future facility design, determination of facility capacity, and documentation of demand created by new development. This LOS shall be applicable to central sewer facilities and to package treatment plants but shall not apply to individual OSTDS. DRIs and FQDs that demonstrate the suitability of differing LOS standards may be allowed to adhere to the differing standard if approved by the County."

Analysis: Staff finds that the 228.10 acres of commercial land will generate a demand of 456,200 gallons per day. Sewer services are available in the area and connection is required. There were no comments from Utilities of concern with capacity. It is concluded the application **is consistent** with SSE Policy 1.1.1.

8. SSE Policy 1.1.3 provides "The County shall encourage the construction of sanitary sewer facilities by public or private sources, or jointly, in

accordance with the Marion County Water and Wastewater Utility Master Plan, and the LDC."

Analysis: The project is within service area and will be connecting to the sanitary sewer line. Based on the above findings, it is concluded the application **is consistent** with SSE Policy 1.1.3.

9. PWE Policy 1.1.1 provides in part "The LOS standard of 150 gallons per person per day (average daily consumption) is adopted as the basis for future facility design, determination of available facility capacity, and determination of demand created by new development with regard to domestic flow requirements, and the non-residential LOS standard shall be 2,750 gallons per acre per day."

Analysis: Staff finds that based on 228.10 acres of commercial use will generate a demand of an additional 627,275 gallons per day. Utilities did not indicate and concerns as to availability. Based on the above findings, it is concluded the application **is consistent** with PWE Policy 1.1.1.

10. PWE Policy 1.6.4 provides "Adequate potable water supplies and facilities which meet the adopted LOS standards shall be available concurrent with the impacts or development."

Analysis: The site is in Marion County Utilities Service Area and services are located within the vicinity; however, extension of offsite water mains are required to reach the development. The owner is advised the owner will be responsible for funding the extension of the potable water line to the property. Based on the above findings, it is concluded the application **is consistent** with PWE Policy 1.6.4.

11. SWE Policy 1.1.1 provides "The LOS standard for waste disposal shall be 6.2 pounds of solid waste generation per person per day. This LOS standard shall be used as the basis to determine the capital facilities or contractual agreements needed to properly dispose of solid waste currently generated in the County and to determine the demand for solid waste management facilities which shall be necessitated by future development."

Analysis: The County has identified and arranged for short-term and long-term disposal needs by obtaining a long-term contract reserving capacity with a private landfill in Sumter County. Based on the above findings, it is concluded the application **is consistent** with SWE Policy 1.1.1.

12. SWE Policy 1.1.5 provides "Permits shall be denied for development that would either increase demands on an already deficient facility or cause a facility to exceed its capacity until such time that the facility may provide service in accordance with the adopted LOS standard."

Analysis: The County has identified and arranged for short-term and long-term disposal needs by obtaining a long-term contract reserving capacity with a private landfill in Sumter County. The owner is placed on notice that

should disposal facilities become unavailable, permits shall not be issued for the dwelling units. Based on the above findings, it is concluded the application **is consistent** with SWE Policy 1.1.5.

13. SE Policy 1.1.4 provides "The demand for stormwater facility capacity by new development and redevelopment shall be determined based on the difference between the pre-development and post-development stormwater runoff characteristics (including rates and volumes) of the development site using the applicable design storm LOS standard adopted in Policy 1.1.1 and facility design procedures consistent with accepted engineering practice."

    Analysis: The owner provided a drainage analysis (Attachment G) to address that stormwater runoff can be accommodated by the proposed stormwater facility, which facility could potentially be impacted, reducing the form, intensity, and/or density of the proposed development (e.g., units, building SF, impervious square feet). Based on the above, it is concluded the application **is consistent** with SE Policy 1.1.4.

14. SE Policy 1.1.5 provides "Stormwater facilities meeting the adopted LOS shall be available concurrent with the impacts of the development."

    Analysis: The owner is advised they will be responsible for funding the stormwater facilities with sufficient capacity to accommodate the post-development runoff. Based on the above findings, it is concluded the application **is consistent** with SE Policy 1.1.5.

In conclusion, based upon the totality of the circumstances, staff concludes the rezoning application is **consistent** with the Comprehensive Plan.

C. *Compatibility with surrounding uses*. Compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Figure 1 is an aerial photograph displaying existing and surrounding site conditions. Figure 2 displays the proposed FLUMS, which assumes the subject property is designated Commercial and not Rural Lands. Figures 3 and 4 display the existing and proposed zoning classification for the subject property and surrounding properties. Figure 5 shows the uses of subject property and surrounding properties as classified by Marion County Property Appraiser. Table A displays the information from figures 3 and 4 in tabular form.

FIGURE 2
ASSUMED FLUMS DESIGNATION

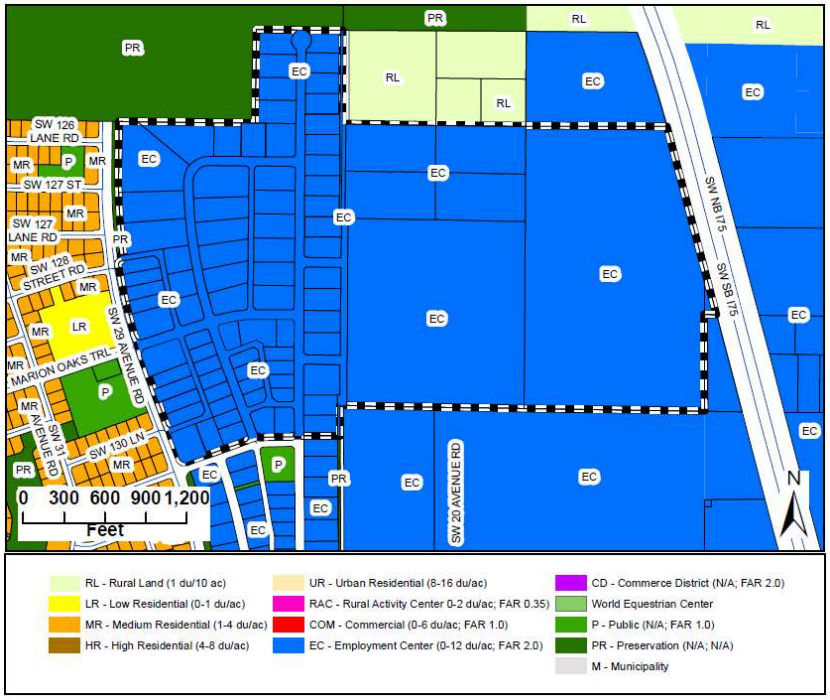


FIGURE 3
ZONING CLASSIFICATION MAP

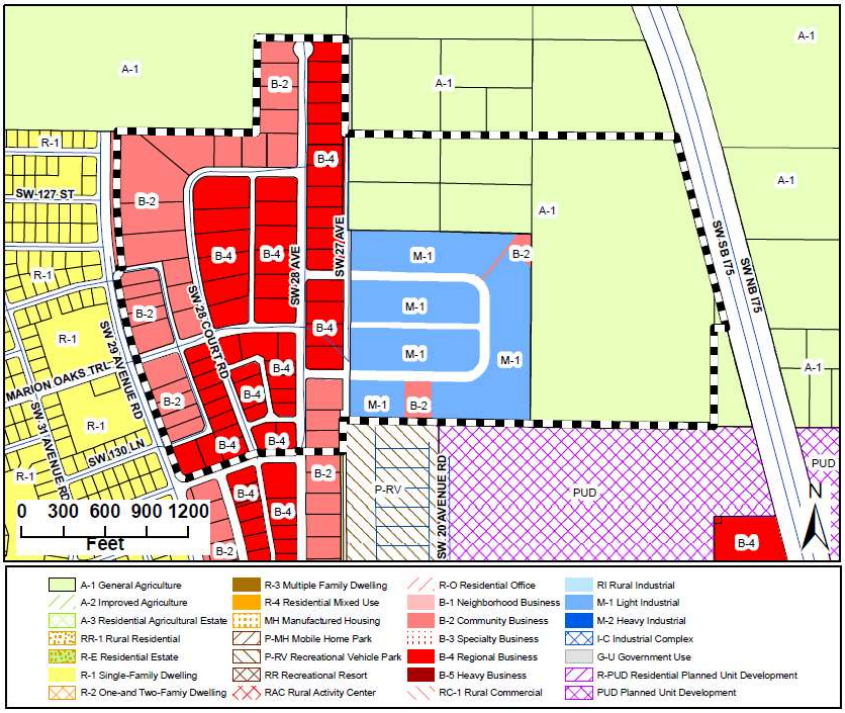


FIGURE 4
PROPOSED ZONING RE-CLASSIFICATION

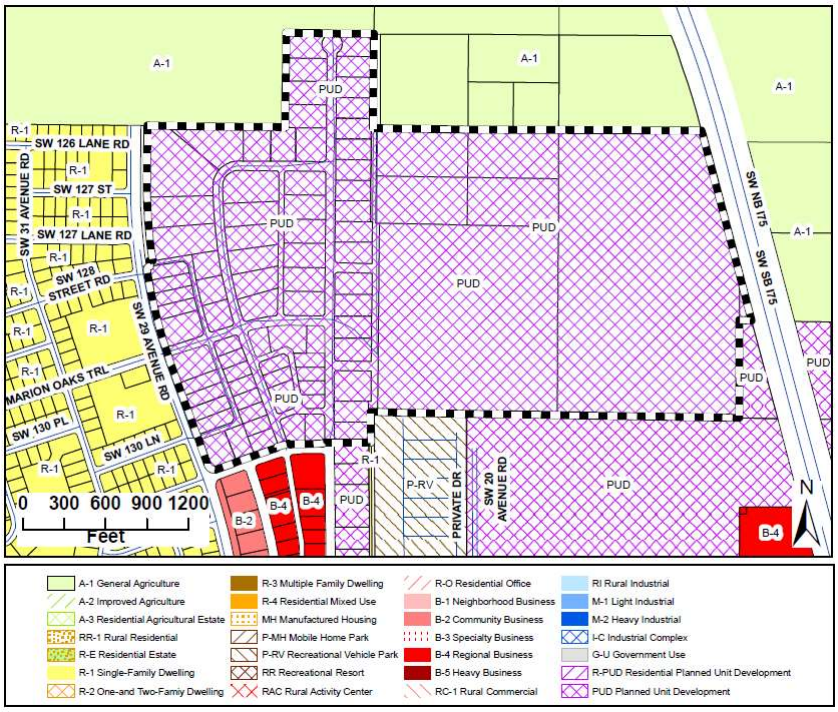


FIGURE 5
EXISTING AND SURROUNDING LAND USES

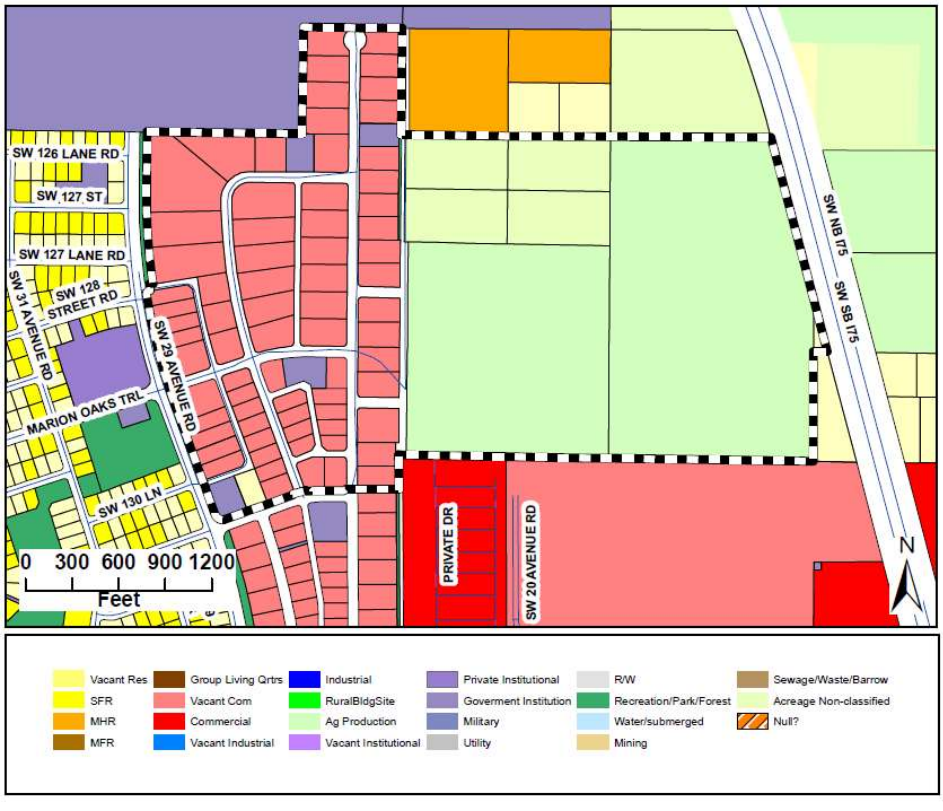


TABLE 1
ADJACENT PROPERTY CHARACTERISTICS

Direction	FLUMS	Zoning	Existing Use
Site	Rural Land Employment Center Public	General Agriculture (A-1) Community Business (B-2) Regional Business (B-4) Light Industrial (M-1)	Vacant
North	Rural Land Preservation	General Agriculture (A-1) Regional Business (B-4)	Vacant State Property
South	Public Employment Center Preservation	Single Family Dwelling (R-1) Planned Unit Development (PUD) Recreational Vehicle Park (P-RV) Community Business (B-2) Regional Business (B-4)	Vacant Camps/Camprgrounds
East	Employment Center	Planned Unit Development (PUD) Recreational Vehicle Park (P-RV) General Agriculture (A-1)	Vacant
West	Medium Residential Public Low Residential Employment Center	Single Family Dwelling (R-1) Residential Estate (R-E) General Agriculture (A-1)	Vacant Improved Residential

Consistent with LDC Section 2.7.3.D, staff conducted a site visit (see Attachment C) and finds the subject property is currently unimproved. Being that the parcel is undeveloped, there are currently no issues related to noise, odors, glare, vibration, and building height. The proposed PUD is comprised of three large industrial/distribution type structures and is looking to perform activities normally seen in our Industrial zonings. To the north is state-owned land, with the exception of two homes, and to the east is I-75. To the south, an RV park and a recently approved PUD for commercial and industrial type uses. To the west is Marion Oaks Unit 7. With a majority of the area being state-owned land or frontage on I-75 and with a similar use approved to the south, it is staff's opinion that this project will be in an appropriate area.

Based on the above findings, staff concludes the proposed rezoning is **compatible** with the existing and future surrounding land uses.

V. PLANNED UNIT DEVELOPMENT (PUD) ANALYSIS

Land Development Code Section 4.2.31 establishes specific requirements for a PUD. An analysis of conformance to those requirements are addressed below.

A. LDC Section 4.2.31.B addresses permitted uses.

1. LDC Section 4.2.31.B.(1) allows any permitted use, special use, or accessory use in any zoning classification listed within the County's LDC provided the proposed use is consistent with the County's future land use designation for the site, and the provisions of the LDC for each use.
2. LDC Section 4.2.31.B.(2) provides uses identified as ordinarily requiring a Special Use Permit may be authorized as permitted within all or a part of a PUD without the necessity of a separate SUP application provided it meets on of three criteria;

3. LDC Section 4.2.31.B.(3) provides owners of parcels within the PUD may subsequently request the authorization of additional special uses following approval of the PUD by undertaking the SUP application process for the proposed additional use without applying for an amendment to the PUD.
4. LDC Section 4.2.31.B.(4) establishes three (3) methods for setting forth the list of permitted and special uses.
5. LDC Section 4.2.31.B.(5) provides the intended character of the PUD shall be identified, including the structure types, architectural styles, ownership forms, amenities, and community management form (e.g., property owner association, community development classification, municipal service unit, etc.) or suitable alternative.

Analysis: There are no special uses being requested. Staff finds the intended character of the PUD master plan (Attachment D) is for commercial/industrial type uses such as distribution centers and warehousing. PUD standards provided for the PUD proposed uses compliant with B-5 and M-1 zoning classifications. The structure types will be industrial in nature and elevations are provided (Attachment H Pages 9-10). Staff finds the application to **be consistent** with this section of code.

- The PUD shall be limited to 3,600,000 GSF of commercial use and developed consistent with the Master Plan.

B. LDC Section 4.2.31.C establishes a minimum PUD size of 0.5 acres or 21,780 square feet.

Analysis: Staff finds the property has a size of 228.10 acres and therefore **is consistent** with this section.

C. LDC Section 4.2.31.D addresses density and intensity.

1. LDC Section 4.2.31.D(1) provides the maximum allowable density/intensity for a PUD cannot exceed that established by the Comprehensive Plan Future Land Use Designation(s) for the site, along with any density or intensity bonuses and/or transfers acquired for the site as enabled by the Comprehensive Plan and the LDC; however, if the PUD site is vested for a higher density/intensity as established consistent with the Comprehensive Plan and the LDC, the PUD may propose densities and/or intensities consistent with the vested status.
2. LDC Section 4.2.31.D.(2) provides the Board is not obligated to authorize the maximum density/intensity as potentially allowed by the Comprehensive Plan future land use designation(s) and/or bonuses and/or transfers acquired for the PUD site. The criteria for establishing a maximum density/intensity includes existing zoning, adequacy of existing and proposed public facilities and services, site characteristics, and the requirements of the Comprehensive Plan for any residential or non-residential land use involving the area in question, with additional focus on the compatibility of the PUD's proposed uses with the adjoining and surrounding properties.

3. LDC Section 4.2.31.D.(3) provides density/intensity increases may be attained through one of three methods.
4. LDC Section 4.2.31.D.(4) allows for blending of densities/intensities if the subject property has more than one FLUMS designation.
5. LDC Section 4.2.31.D.(5) addresses averaging.
   a. LDC Section 4.2.31.D.(5)(a) provides the gross amount of density/intensity of uses in a PUD may be allocated to any area of the total PUD site; however, proposed uses that are subject to the special setback and/or protection zone/area requirements shall be required to comply with those applicable standards as established within the Comprehensive Plan and this Code both within, and to areas outside the boundary, of the PUD.
   b. LDC Section 4.2.31.D.(5)(b) allows alternative setback and/or protection zone/areas meeting the intent of the Code for uses internal to the PUD site as part of the PUD review and consideration, subject, however to the Comprehensive Plan. Proposed 50' setback from any proposed structures. Accessory structures have a 10' rear setback.
   c. LDC Section 4.2.31.D.(5)(c) provides that if the PUD is for a cluster type project that must be enabled as a PUD as established by the Comprehensive Plan (e.g., Rural Residential Cluster or Hamlet Division 3.3), then the PUD shall be subject to compliance with the applicable natural open space preservation requirements, with the remaining lands available for development then being eligible for density and/or intensity averaging, subject to any special requirements of the particular PUD cluster type as required by the Comprehensive Plan and this Code.

Analysis: Staff finds that the PUD is not a hamlet or rural residential cluster. Thus, staff finds that this section is not applicable.

D. LDC Section 4.2.31.D addresses density and intensity.

1. LDC Section 4.2.31.D.(1) provides the maximum allowable density/intensity for a PUD cannot exceed that established by the FLUMS designation(s) for the site, along with any density/intensity bonuses or vested right.
2. LDC Section 4.2.31.D.(2) provides the Board is not obligated to authorize the maximum density/intensity as potentially allowed by the Comprehensive Plan future land use designation(s) and/or bonuses and/or transfers acquired for the PUD site. The criteria for establishing a maximum density/intensity includes existing zoning, adequacy of existing and proposed public facilities and services, site characteristics, and the requirements of the Comprehensive Plan for any residential or non-residential land use involving the area in question, with additional focus on the compatibility of the PUD's proposed uses with the adjoining and surrounding properties.
3. LDC Section 4.2.31.D.(3) provides density/intensity increases may be attained through one of three methods.
4. LDC Section 4.2.31.D.(4) allows for blending of densities/intensities if the subject property has more than one FLUMS designation.

5. LDC Section 4.2.31.D.(5) addresses averaging.

   a. LDC Section 4.2.31.D(5)(a) provides the gross amount of density/intensity of uses in a PUD may be allocated to any area of the total PUD site; however, proposed uses that are subject to the special setback and/or protection zone/area requirements shall be required to comply with those applicable standards as established within the Comprehensive Plan and this Code both within, and to areas outside the boundary, of the PUD.
   b. LDC Section 4.2.31.D(5)(b) allows alternative setback and/or protection zone/areas meeting the intent of the Code for uses internal to the PUD site as part of the PUD review and consideration, subject however to the Comprehensive Plan.
   c. LDC Section 4.2.31.D(5)(c) provides that if the PUD is for a cluster type project that must be enabled as a PUD as established by the Comprehensive Plan (e.g., Rural Residential Cluster or Hamlet Division 3.3), then the PUD shall be subject to compliance with the applicable natural open space preservation requirements, with the remaining lands available for development then being eligible for density and/or intensity averaging, subject to any special requirements of the particular PUD cluster type as required by the Comprehensive Plan and this Code.

   Analysis: This PUD does not propose changes to density/intensity in particular areas of the development or any type of averaging.

6. LDC Section 4.2.31.D.(6) requires the PUD comply with the minimum buffer requirements as established in this Code, or an alternative design meeting the intent of the Code may be proposed for consideration. If an alternative design is proposed, the proposal shall include, at a minimum, scaled typical vertical and horizontal cross-sections of the buffer, including depictions of all proposed alternative buffer improvements and scaled representations of the existing principal structures and improvements that are located on the adjoining properties being buffered from the PUD. LDC Section 4.2.31.E.(6) provides buffers shall be provided externally and internally, between the PUD and surroundings and between internal PUD uses, in order to maintain compatibility between uses and avoid and/or limit adverse impacts between uses and nuisance situations

   Analysis: This PUD is not looking for any sort of density or intensity bonus and, being one proposed use, is not looking to do any sort of blending of densities or uses. Currently, The PUD is proposing 15’ and 20’ wide landscaping buffers with a 50’ natural vegetative buffer along portions of the western property boundary line. Along the northern boundary line, a 20’ wide buffer with a 6’ high opaque fence is proposed for all boundary lines except the boundary line between the subject property and contiguous homes, a 20’ wide buffer with a wall is proposed there. A 15’ wide landscaped buffer is proposed along I-75 everywhere but the southeastern corner which proposes the 20’ wide buffer with 6’ fence. To the south, between this industrial use and the contiguous industrial use, no buffer is

proposed. Between the subject property and RV park, a 15' wide buffer is proposed similar to that provided on the RV parks eastern boundary line with the Marco Polo PUD, the vacant business zoned parcels to the south have a 20' landscape buffer shown. Along SW 29th Avenue Rd., a 50' wide natural vegetative buffer is being kept with the exception of the two "cutout" parcels with propose 20' landscape buffers abutting them and the northwestern boundary line not fronting SW 29th Avenue Rd.; A 10' natural vegetative buffer is being proposed here to abut the existing preserve land use contiguous. Staff would like to note; the northern portion of the PUD abuts lands included in the Cross Florida Greenway. The 50' setback required per LDC Sec. 4.1.1.J is required and is being met with the proposed master plan.

- The modified buffer types shall be developed consistent with the buffering plan provided and maintained in perpetuity by the property owner.

E. LDC Section 4.2.31.E.(1) addresses three types of access.

1. LDC Section 4.2.31.E.(1)(a) provides all properties resulting from a PUD shall have paved access to paved public or private street right-of-way; however, ingress/egress or cross-access easements may be proposed as an alternative to a right-of-way as part of the PUD, provided all access is paved.
2. LDC Section 4.2.31.E.(1)(b) provides the PUD shall include pedestrian and/or bicycle facilities internally to address internal circulation needs and externally to provide for integration of the PUD to surrounding existing for future facilities.
3. LDC Section 4.2.31.E.(1)(c) provides the PUD shall include multi-modal design accommodating pedestrian, bicycle, transit, and vehicular access focusing on integrating the modes with the proposed PUD uses and expected activity levels and/or focus (e.g., employment, residential, institutional, etc.).
4. LDC Section 4.2.31.E.(1)(d) provides parking and loading spaces shall be provided consistent with the requirements for developed uses as listed in Section 6.11.8; however alternative parking and loading standards may be proposed, provided such standards are based on accompanying technical information and analysis provided by a qualified professional. The use of shared parking is encouraged, along with the integration of parking as part of a multi-use structure as provided in Section 4.2.6.D(8).
5. LDC Section 4.2.31.E.(1)(e) requires all appropriate utility infrastructure shall be made available to and provided for the PUD.
6. LDC Section 4.2.31.E.(1)(f) requires all appropriate and necessary stormwater infrastructure shall be provided for the PUD development to ensure compliance this Code.
7. LDC Section 4.2.31.E.(1)(g) requires all access, regardless of mode and/or infrastructure, shall be provided in compliance with the requirements of Article 6.

Analysis: All properties resulting from the PUD shall have access provided by either Marion Oaks Trail & SW 29th Avenue Rd. or SW 20th Avenue Rd to Hwy 484. Sidewalks will be provided internally within the site with clearly defined crosswalks and site design reinforcing primary street edges to provide for transit opportunities, when appropriate and available, as stated in the development standards. Ample parking is shown along the perimeter of each building within the master plan and the development standards state, "Parking and loading spaces shall be provided consistent with the requirements for developed uses as listed in Sec. 6.11.8." Any alternative parking and loading standards proposed would need to be accompanied by analysis from a qualified professional which was also noted. Kimley-Horn provided a drainage analysis to address stormwater for the project. Proposed in the drainage analysis are five retention areas to serve the site that will contain the 100 year 24-hour post storm event.

- Access to be provided by a connection with SW 20th Avenue Rd. and Marion Oaks Trail. The existing right of way is to be vacated.
- All internal streets shall be developed to the standards as required by the Marion County LDC.
- Sidewalks shall be provided along the proposed right of way.

F. LDC Section 4.2.31.E.(2) addresses easements.

1. LDC Section 4.2.31.E.(2)(a) provides easements shall be provided to address the maintenance and upkeep of all PUD infrastructure (e.g., Stormwater systems, utilities, etc.) and/or when necessary to allow adjoining property owners reasonable access for the maintenance and upkeep of improvements (e.g., access for zero-lot line structure, etc.). Any easements necessary shall be provided, established, and conveyed consistent with the provisions of Article 6.
2. LDC Section 4.2.31.E.(2)(b) provides no principal or accessory structure may be erected, placed upon, or extend over any easement unless authorized in writing by the entity holding title to said easement, with such authorization being recorded in the Marion County Official Records. Such authorizations may include, and are encouraged to set forth, terms and conditions, regarding the easement encroachment (e.g., duration, maintenance, removal, sunset, etc.) for reference by all current and future parties.

Analysis: There is an existing right-of-way running from the south of the property straight up to the north, this is the access being used by the contiguous parcels to the north for access. The master plan proposed this right-of-way is to be vacated and an alternative roadway is to replace this access.

G. LDC Section 4.2.31.E.(3) addresses setbacks and separation requirements.

1. LDC Section 4.2.31.E.(3)(a) provides all setbacks for principal and accessory structures shall be provided in both typical illustration and table format. The typical illustration and table shall be included on all development plan submissions as related to the development type, and shall particularly be provided on the Master Site Plan and/or Final Plat Plan.
    a. Similar to the authorization of uses in Section 4.2.6.A(4), the PUD may use or reference an existing standard zoning classification's setback standard or propose alternative setbacks.
    b. The front yard setback for all PUDs shall ensure the safe and effective provision of services, maintenance, and support of the PUD development (e.g. multi-modal access, utility lines, landscaping, etc.)
    c. All setbacks for principal and accessory structures shall be provided in both typical illustration and table format. The typical illustration and table shall be included on all development plan submissions as related to the development type, and shall particularly be provided on the master Site Plan and/or Final Plat Plan.
2. LDC Section 4.2.31.E.(3)(b) provides all setbacks be measured from the foundation, walls, or similar building structural support components and/or habitable areas; however eaves, rood overhands, and other similar non-habitable architectural features may encroach or protrude by not more than two feet into any required setback.
3. LDC Section 4.2.31.E.(3)(c) provides building pop-outs, cantilevers, and/or other extensions that project outward from the principal structure, particularly those that make up habitable space, shall comply with established principal structure setbacks; however, the PUD may propose authorized encroachments not to exceed two feet into any setback, subject to compliance with building construction standards (e.g., fire code) for the
4. LDC Section 4.2.31.E(3)(d)1. Provides Separations between structures shall comply with the setbacks set forth for the PUD
5. LDC Section 4.2.31.E(3)(d)2. Provides in the event specific setbacks are not applicable (e.g. multiple-family development), then the following shall apply:
    a. LDC Section 4.2.31.E.(3)(d)2.a. provides at a minimum, structures on the same property shall be separated by a minimum of ten feet, In the event a dedicated easement is between the structures, the separation between structures shall be increased to provide a minimum of five feet of separation from each structure to the boundary of the easement.
    b. LDC Section 4.2.31.E.(3)(d)2.b. provides all structures shall comply with applicable fire code and building code separation and/or construction requirements.

Analysis: The master plan provided setbacks as follow: 40' from front property lines, 25' from rear property lines, and 25' from side property lines with 25' setbacks for any accessory structures. The maximum building height proposed is 75'. There are no pop-outs, cantilevers, etc. provided either in the Master Plan or shown in the elevations provided encroaching on any setback and buildings are separated by rights-of-way and parking verifying a minimum 10' separation exists between all buildings.

H. LDC Section 4.2.31.E.(4) addresses heights.

1. LDC Section 4.2.31.E.(4)(a)2. provides the maximum height limit for all PUDs shall be seventy-five feet; however, an alternative maximum height limit may be proposed, subject to ensuring the safe and effective provision of services, maintenance, and support of the PUD development (e.g., fire service/ladder truck) and the provision of sufficient buffering to surrounding uses both within and outside the PUD.
2. LDC Section 4.2.31.E.(4)(a)3. provides all maximum height limits for principal and accessory structures shall be provided in both typical illustration and table format. The typical illustration and table shall be included on all development plan submissions as related to the development type, and shall particularly be provided on the Master Site Plan and/or Final Plat Plan.

Analysis: The master plan provided lists a maximum building height of 75'. Plan notes provided with the master plan list the maximum building height and a typical illustration was provided. For compatibility with the adjacent single-family development, staff recommends the following condition:

- Any structures within 100' of the western PUD boundary or the northern PUD boundary shall not exceed 40' in height.

3. LDC Section 4.2.31.E.(4)(b) addresses dissimilar uses.

   a. LDC Section 4.2.31.E.(4)(b)1 provides that when commercial, industrial, or institutional uses are provided within a PUD within 100' feet of the boundary edge of the PUD, the following shall apply to that development when the abutting existing use or zoning classification outside the PUD is residential:
      1) A non-residential structure may not exceed a height that is twice the height of the closest existing abutting residential structure; however, the height of the non-residential structure shall also not exceed the maximum height allowed in the abutting residential zoning classification.
      2) If the residential zoned land directly adjacent to the PUD is vacant land, then the height of a non-residential structure within the PUD shall not exceed the maximum height allowed in the abutting residential classification.
      3) An alternative height limit may be proposed; however, it is the PUD applicant's responsibility to fully demonstrate the alternative will be sufficiently mitigated to address potential impacts of the increased height of the non-residential use in relation to the existing residential use and/or residential zoning classification; however, the Board is not obligated to agree and/or accept the alternative proposal.

Analysis: Commercial uses are not within 100' of the PUD boundary edge.

I. LDC Section 4.2.31.E(5) addresses outdoor lighting. Outdoor lighting shall be provided to support and courage a safe and secure environment within the PUD, while limiting potential adverse impacts within the PUD and to surrounding properties as follows:

1. LDC Section 4.2.31.E(5)(a) requires the following be illuminated: Potentially dangerous and/or hazardous locations to promote and maintain health and safety (e.g., roadway intersections, cross-walk locations, etc.); Structures and facilities to discourage and deter criminal activity (e.g., loading docks, utility facilities, etc.); and Structures and facilities consistent with their authorized hours of operation (e.g., recreation facilities, business, etc.).
2. LDC Section 4.2.31.E(5)(b) requires all lighting shall be installed in a manner to illuminate the identified structure, facility, or activity while ensuring the lighting does not cast direct light on adjacent dwellings of properties in a negative manner, or cast light in an upward manner so as to illuminate the night sky and/or become a hazard to air navigation.
3. LDC Section 4.2.31.E(5)(c) requires all outdoor lighting shall be provided consistent with the provisions of Section 6.12.14 and Division 6.19

Analysis: PUD standards provided for the site state, "Drive access and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas, and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height and shall be used adjacent to existing residential. Light fixtures may allow for additional elements, such as non-commercial banners or hanging planters. Lighting should include cut-off fixtures, where appropriate, and light shall not spill beyond parcel boundaries."

J. LDC Section 4.2.31.E.(6) provides buffers shall be provided externally and internally, between the PUD and surroundings and between internal PUD uses, in order to maintain compatibility between uses and avoid and/or limit adverse impacts between uses and nuisance situations as follows:

1. Buffers shall be provided between the proposed PUD uses and the PUD's surroundings, and between the PUD's internal uses, in a manner that conforms to the requirements of Section 6.8.6; however, a PUD may propose alternative buffer standards and designs provided the intent of the buffer requirement is satisfied,
2. A PUD may propose the elimination of internal buffers within the PUD; however, for significantly dissimilar uses (e.g., residential versus industrial), mechanisms to ensure future PUD residents and occupants are aware of the elimination of such requirements may be required in response to such a proposal.

Analysis: The Master Plan does not propose internal buffering as there is only a commercial use being proposed in the PUD. The LDC requires a B-Type Buffer for all neighboring uses with the exception of rights of way, which require a D-Type

Buffer per LDC, and the industrial use to the south which doesn't require buffering. A B-Type Buffer consists of a 20-foot wide landscape strip with a buffer wall and shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet and shrubs/groundcovers comprising at least 50% of the required buffer. A D-Type Buffer shall consist of a 15' wide landscape strip with a buffer wall and shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet of fractional part thereof with shrubs and groundcovers comprising at least 25% of the required buffer. While the buffers proposed are, in some areas, less than required by the LDC, staff finds the areas of reduction abut drainage retention areas allowing for a large open space between contiguous properties and the structures proposed.

K. LDC Section 4.2.31.E(7) addresses open space.

1. LDC Section 4.2.31.E.(7)(a) provides that for a PUD implementing a Rural Land - Residential Cluster, Rural Land - Hamlet, or Rural Community development form as authorized by the Comprehensive Plan future land use element and Division 3.3, the PUD shall be subject to the following:
   a. The PUD shall identify all the required natural open space (NOS) acreage to be permanently conserved consistent with the Comprehensive Plan and this Code, with particular attention to Sec. 6.6.6.A., along with the intended form and/or method of conservation.
   b. If the PUD is also subject to a native habitat vegetation preservation requirement as listed in Section 6.6.5, the minimum 15% native habitat to be preserved should be included within the natural open space, thereby simultaneously complying with the NOS and native habitat conservation requirements; additionally, the applicant is encouraged to preserve as much of the native habitat within the NOS as possible.
   c. The PUD shall provide a minimum of five percent improved open space as provided in Section 6.6.6.B, with this improved open space being focused on satisfying the recreation facility needs of the PUD as listed in (c) below.
2. LDC Section 4.2.31.E.(7)(b) provides for all other PUDs, whether residential, institutional, commercial, industrial, or mixed-use, improved open space (IOS) consistent with Section 6.6.6.B shall be provided as a minimum of 20 percent of the PUD gross land area.
3. LDC Section 4.2.31.E.(7)(c) establishes the following design guidelines for open space:
   a. IOS shall be permanently set aside and shall be designated on the PUD and be established as separate properties/tracts to be owned and managed by a governing association for the PUD, whether a private property owners association, community development district, or municipal service unit, unless otherwise approved by the Board upon recommendation by the DRC.
   b. The PUD's minimum required IOS amounts shall be listed on the PUD's related plans, and shall be depicted to depending on the level of development review, allowing for more general with conceptual and proceeding to detailed for platting and/or site planning.

c. IOS is intended to be integrated into the PUD design and provide the primary avenue for satisfying overall landscaping requirements for all development as required in Divisions 6.7, 6.8, and 6.9.
d. IOS shall be integrated throughout the PUD to provide a linked access system to the IOS.
e. IOS shall be improved, including compatible structures, to the extent necessary to complement the PUD uses.

4. LDC Section 4.2.31.E.(7)(d) establishes the following improved open space eligibility standards:
   a. Landscape buffers required for the PUD perimeter to surrounding properties, and within the PUD to provide internal buffering shall be counted at 100 percent,
   b. Parks, playgrounds, beaches, bikeways, pedestrian walks, equestrian trails, and other similar improved, usable outdoor areas shall be counted at 100 percent,
   c. Up to 25 percent of stormwater facilities may be counted to satisfy area/acreage requirements for required IOS. A higher percentage may be approved by DRC, depending on the design and lay of the facility, wherein the stormwater facilities provide a stable, dry, surface for extended periods of time and are not subject to erosion and/or damage to key design components when subjected to active use by PUD residents, employees, and patrons.
   d. Parking areas and road rights-of-way may not be included in calculations of IOS; however, separate tracts exclusive of rights-of-way providing landscaping buffers, or landscaped pedestrian, bicycle and other non-vehicular multi-use trails may be classified as IOS.
   e. Waterbodies in the PUD may be used to partially fulfill IOS space or recreational space requirements in accordance with the following criteria:
      1) Waterbodies available and used for active water oriented recreation uses such as boating, kayaking, canoeing, paddle boarding, fishing, water/jet skiing, and swimming may be used in calculations of IOS area of waterbodies but shall not exceed 50 percent of the total IOS; however the adjoining recreational lands supporting the active water oriented recreation uses may be counted at 100 percent.
      2) Waterbodies not available or used for the noted active water-oriented recreation uses may be used in calculations of IOS but shall not exceed 10 percent of the total IOS; however, the adjoining recreational lands supporting the waterbody that are established as recreation/amenity space may be counted at 100 percent recreational space. Only those waterbodies which are available to the development for water-oriented recreation use such as boating, fishing, water skiing, swimming and have associated recreational land areas may be used in meeting these requirements.
   f. If golf courses and/or driving ranges are provided to partially fulfill recreation space requirements, a maximum of 60 percent of the golf course and/or driving range land may be counted toward the required

IOS. A golf course, driving range, and waterbodies combined cannot exceed 75 percent of the required IOS.

5. LDC Section 4.2.31.E.(8) addresses Maximum Commercial Use Area in a Residential PUD in a Residential Future Land Use Designation.

   a. LDC Section 4.2.31.E.(8)(a) provides commercial uses may be provided within the PUD, at a ratio of two acres of commercial use area per each 250 dwelling units, with a minimum of 250 units required before any commercial use area may be authorized in the PUD.

   b. LDC Section 4.2.31.E.(8)(b) provides the type of commercial uses permitted in the commercial use area shall comply with the following:
      1. Those uses permitted in the B-1 (Neighborhood Business Classification) for projects of a size equal to or greater than 250 dwelling units but less than 800 dwelling units; and
      2. Those uses permitted in the B-2 (Community Business Classification) for projects of a size equal to or greater than 800 dwelling units.
      3. More intense commercial uses and special uses may be permitted by the Board upon review and recommendation of the Development Review Committee, consistent with Section 4.2.6.A.

   c. LDC Section 4.2.31.E.(8)(c) provides the commercial use areas shall be situated internally to the PUD and buffered so as not to create a detrimental effect on adjacent internal residential areas. Said areas shall be located so as to best serve the residents of the project. Said areas shall not be located at the perimeter of the project with frontage on or direct access to an existing functionally classified or major through road so as to attract a market substantially outside of the project; however, a PUD that provides for the creation of a new internal functionally classified or major through road which is not access controlled and is open and available to the public may establish the commercial use area along that roadway, subject to compliance with the traffic and access management provisions of Divisions 6.11 and 6.12.

   d. LDC Section 4.2.31.E.(8)(d) provides the commercial use area shall be specifically included in the development schedule.

   Analysis: Staff finds that the project is entirely commercial with a commercial land use making a number of these conditions not applicable. The master plan provided confirms that a minimum of 20% open space will be provided.

6. LDC Section 4.2.31.F. addresses the pre-application meeting.

   1. LDC Section 4.2.31.F.1 requires a pre-application meeting be conducted before a PUD rezoning application can be accepted.

   Analysis: The Applicant had a pre-application meeting was conducted. Thus, this application meets this requirement.

2. LDC Section 4.2.31.F.(2)(a) requires a PUD application be accompanied by a Conceptual Plan, Master Plan, Major Site Plan or Preliminary Plat.

Analysis: The PUD application is accompanied by a Master Plan.

3. LDC Section 4.2.31.F.(2)(b) requires the PUD Rezoning Application shall be accompanied by a Conceptual Plan provide documentation addressing the following:
   a. The name of the proposed PUD shall be centered at the top of the sheet along the long dimension of the sheet.
   b. Vicinity map that depicts relationship of the site to the surrounding area within a 1 mile radius.
   c. Drawing of the boundaries of the property showing dimensions of all sides.
   d. Provide the acreage of the subject property along with a legal description of the property.
   e. Identify the Comprehensive Plan future land use and existing zoning of the subject property and for all properties immediately adjacent to the subject property.
   f. Identify existing site improvements on the site.
   g. A list of the uses proposed for the development.
   h. 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.
   i. Proposed zoning and development standards (setbacks, FAR, building height, etc.).
   j. Identify proposed phasing on the plan.
   k. Identify proposed buffers.
   l. Identify access to the site.
   m. Preliminary building lot typicals with required yard setbacks and parking lot locations.
   n. Preliminary sidewalk locations.
   o. Proposed parallel access locations.
   p. Show 100-year floodplain on the site.
   q. Show any proposed land or right of way dedication.
   r. Identify any proposed parks or open spaces.
   s. A note describing how the construction and maintenance of private roads, parking areas, detention areas, common areas, etc. will be coordinated during development and perpetually after the site is complete.
   t. Architectural renderings or color photos detailing the design features, color pallets, buffering details.

Analysis: The application submitted a master plan, thus all of these requirements are met, including environmental assessments and reports regarding listen species in the area as well as KARST features (Attachments I-L)

4. LDC Section 4.2.31.F.(3) requires the Development Review Committee (DRC) to make a recommendation for approval, approval with conditions, or for denial to the Planning and Zoning Commission and to the Board.

Analysis: The DRC considered the application at their October 31st, 2022, meeting. Some other departments had comments requesting more information which, once received, will allow DRC to make a recommendation. An updated Master Plan in response to the DRC comments was resubmitted by the applicant on November 21, 2022 for review.

5. LDC Section 4.2.31.F.(4)(a) requires the final development plan (either entire project or phase), submission, shall include but not be limited to, a master plan, a major site plan, improvement plan, a preliminary plat and/or final plat, as deemed necessary for the specific project.

Analysis: This is a major site plan.

- The applicant must complete a study analysis to the satisfaction of the Development Review Committee and, if adverse impacts are identified, mitigation of these must be provided.
- The PUD shall connect to Marion County centralized water and sewer.

6. LDC Section 4.2.31.F.(4)(b) require final development plan be in accordance with requirements of the Land Development Code and be considered by the DRC. At the direction of the Board, DRC, or Growth Services Director, the final development plan may be brought back to the Board for final action.

Analysis: This is a master plan and is the final development plan.

7. LDC Section 4.2.31.F.(4)(c) provides if necessary, a final development plan (entire project or phase) may be submitted with the conceptual plan for consideration.

Analysis: This is a master plan, this item is not applicable.

7. LDC Section 4.2.31.J addresses PUD time limits and provides
   1. The Board may establish time limits for the submittal of a master plan, major site plan, preliminary plat, or final plat for the development of an approved conceptual plan.
   2. Any such time limits may be extended by the Board for reasonable periods upon the petition of the developer for an amendment to the conceptual plan and based upon good cause, as determined by the Board; provided that any such extension of time shall not automatically extend the normal expiration date of a building permit, site plan approval, or other development order. If time limits contained in the approved development plan are not

completed or not extended for good cause, no additional permits will be approved.

3. Time limits for completion and close out of master plans, major site plans, preliminary plats, and final plats once approved shall be according to Article 2 of this Code Review and approval procedures.

Analysis: Staff does not recommend the imposition of any conditions to address time limits as timing is already addressed under LDC Section 4.2.31.L.

8. LDC Section 4.2.31.K addresses PUD amendments.

1. LDC Section 4.2.31.K.(1) provides changes to the plan of development which will affect the following items shall be subject to review and approval by Development Review Committee:
   a. Changes in the alignment, location, direction or length of any internal local street,
   b. Changes or adjustments in lot or parcel development standards which do not reduce the minimum lot or parcels standards listed in item (a)3,
   c. Changes in commercial gross leasable areas (GLA) for individual lots or tracts which do not result in increased overall GLA square footage,
   d. Changes in industrial building square footage or lot coverage percentage which do not result in increased overall building square footage or total lot coverage percentage,
   e, Changes in mixed use land uses and overall dwelling unit densities, or commercial GLA square footage or industrial building square footage or total lot coverage percentage, which do not result in an increase to the above categories,
   f. Reorientation or slight shifts or changes in building or structure locations including setbacks,
   g. Major changes listed below which are subject to final review and approval by the Board.
2. LDC Section 4.2.31.K.(1) provides Changes which will modify or increase the density or intensity of items shall be subject to review and approval by the Board through the PUD rezoning application process.
   a. Intent and character of the development.
   b. Location of internal and external arterial or collector streets and connection points between and to those streets within the development.
   c. Minimum lot/parcel sizes including heights or project design standards based on use such as residential vs. non-residential.
   d. Building setbacks.
   e. Dwelling unit types or mixes and maximum development density and units.
   f. Maximum commercial gross leasable areas (GLA) for individual lots or tracts and project wide.
   g. Industrial building square footage or lot coverage percentage for individual lots or tracts and project wide.
   h. Minimum size and general location of common open space including buffer areas or zones and method of ownership and maintenance.

i. Conservation open space areas with intended method of preservation ownership or maintenance.
j. Location of water and sewage facilities.

Analysis: This is the initial submission of this master plan.

VI. ALTERNATIVE ACTIONS

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **DENY** the rezoning amendment.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein so as to support the approval of the Ordinance, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE** the rezoning amendment.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, and make a recommendation to the Board of County Commissioners to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VII. STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission (PZC) enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **APPROVE** the proposed rezoning because the application:

A. Will not adversely affect the public interest based upon impacts to the roadway network that will be mitigated;

B. Is consistent with the following Comprehensive Plan provisions
1. PWE Element Policy 1.1.1 and 1.6.4
2. Sanitary Sewer Element Policy 1.1.1
3. Solid Waste Element Policy 1.1.1 and 1.1.5
4. FLUE Policy 1.1.3, 1.1.7, 5.1.3, 5.1.4
5. TE Policy 2.1.4 and Objective 2.2
6. Stormwater Element 1.1.4 and 1.1.5

C. Is compatible with the surrounding uses due to the potential intensity of the commercial use.

D. In the event the Planning & Zoning Commission and/or the Board of County Commission chooses to approve the application, the following conditions are the staff's recommendations to help mitigate the adverse impacts:

1. The PUD shall be limited to 3,600,000 GSF of commercial use and developed consistent with the Master Plan.
2. The modified buffer types shall be developed consistent with the buffering plan provided and maintained in perpetuity by the property owner.
3. Access to be provided by a connection with SW 20th Avenue Rd. and Marion Oaks Trail. The existing right of way is to be vacated.
4. All access point locations will be worked out to the satisfaction of the Development Review Committee during the time of Development Review.
5. The commercial areas shall address any potential bus facilities for transit.
6. All internal streets shall be developed to the standards as required by the Marion County LDC.
7. Sidewalks shall be provided along the proposed right of way.
8. Any structures within 100' of the western PUD boundary or the northern PUD boundary shall not exceed 40' in height.
9. The applicant must complete a traffic study to the satisfaction of the County Engineer and, if adverse impacts are identified, mitigation of these must be provided.
10. The PUD shall connect to Marion County centralized water and sewer.

VIII. PLANNING & ZONING COMMISSION RECOMMENDATION

At the November 28th, 2022 Planning and Zoning Commission (P&ZC) public hearing, the P&ZC recommended by consent the application be approved with conditions based upon the findings and conclusions in Part VII of this Staff Report.

IX. BOARD OF COUNTY COMMISSIONERS ACTION

To be determined.

X. LIST OF ATTACHMENTS

A. Rezoning application filed October 5th, 2022.
B. Master Plan.
C. Site Photos.
D. Traffic Study Methodology.
E. DRC Comments.
F. Utilities Information.
G. Drainage Analysis.
H. PUD Standards.
I. Scrub Jay Report.
J. NRA Report.
K. Kestrel Survey.
L. KARST Assessment.

Marion County

Planning & Zoning Commission

Agenda Item

File No.: 2023-10715 **Agenda Date:** 4/24/2023 **Agenda No.:** 1.2.

SUBJECT:
230501ZC - Diamond D Ranch, LLC., Zoning Change from Community Businesses (B-2) and General Agriculture (A-1) to General Agriculture (A-1), 8.25 Acres. Location: West of W HWY 40 and SW 125th Ave Intersection

DESCRIPTION/BACKGROUND:
Matthew Dyer & Bill Dyer, on behalf of owner, Diamond D Ranch, LLC, have filed a rezoning application to change the zoning classification of a ±10-acre site from ±8.22-acre of Community Business (B-2) and ±1.78-acre of General Agriculture (A-1) to General Agriculture (A-1). The Parcel ID Number associated with the property is 21162-006-01, and the street address is not addressed. The subject property is outside the Urban Growth Boundary (UGB), and within the Secondary Springs Protection Zone and County Commission District 5.

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

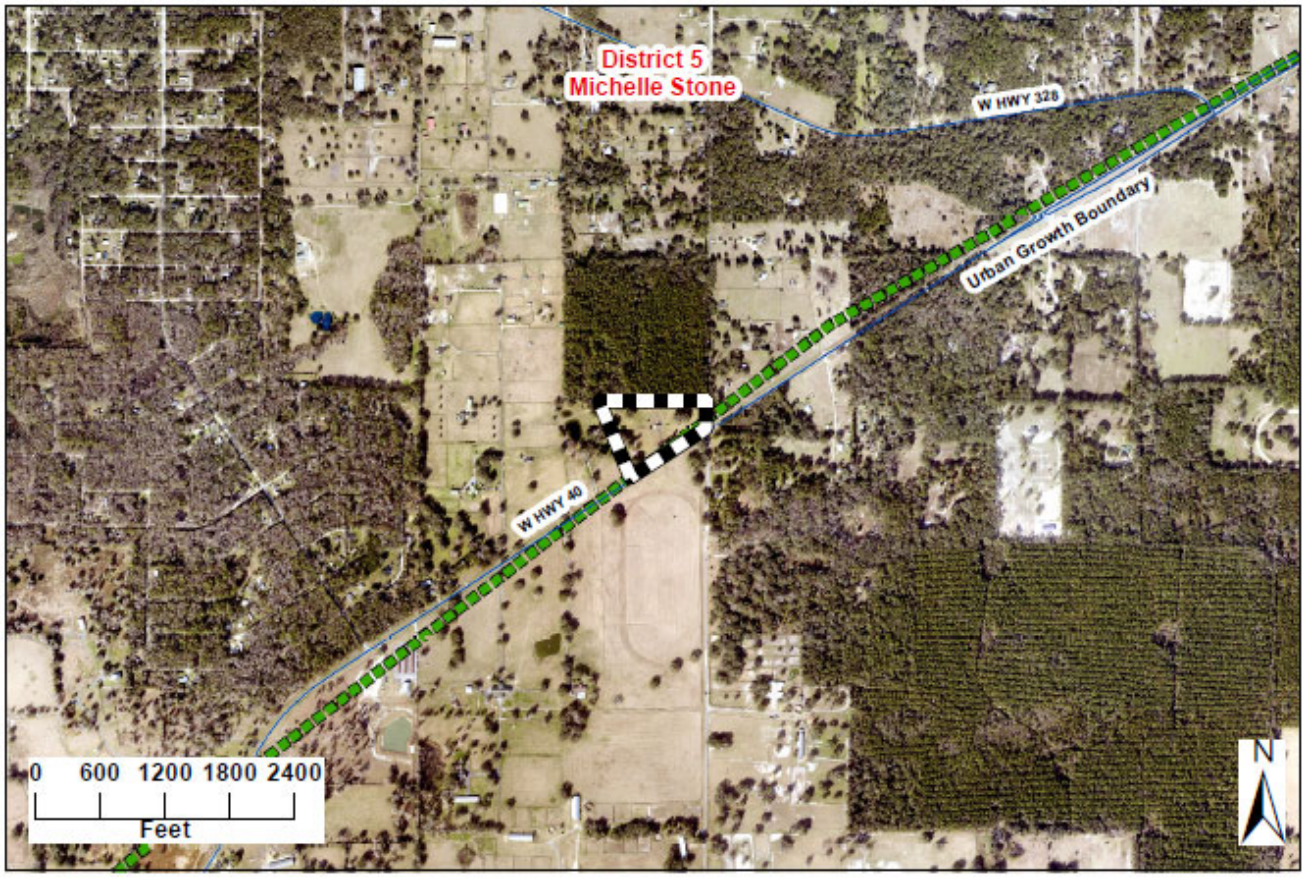
PLANNING & ZONING SECTION
STAFF REPORT

Commissioner District 5 Michelle Stone.	**P&ZCDate:4/24/23**	**BCC Date: TBD**
Case Number:	230501ZC	
CDP-AR:	29731	
Type of Case:	**Rezoning** of a ±8.22-acre portion of Community Business (B-2) & a ±1.78 portion of General Agriculture (A-1) **to** General Agriculture (A-1) on a 10-acre site.	
Owner	Diamond D. Ranch, LLC.	
Applicant	Matthew J. Dyer & Bill Dyer.	
Street Address	Not addressed	
Parcel Number	21162-006-01	
Property Size	± 10 ac	
Future Land Use	Rural Land	
Zoning Classification	General Agriculture (A-1) & Community Business (B-2)	
Overlay Zone/Scenic Area	Secondary Springs Protection Zone	
Staff Recommendation	**APPROVAL**	
P&ZC Recommendation	**TBD**	
Project Planner	Ngozi Ajufo, Senior Planner	
Related Case(s)	None	

I. ITEM SUMMARY

Matthew Dyer & Bill Dyer, on behalf of owner, Diamond D Ranch, LLC, have filed a rezoning application (see Attachment A) to change the zoning classification of a ±10-acre site from ±8.22-acre of Community Business (B-2) and ±1.78-acre of General Agriculture (A-1) to General Agriculture (A-1). The Parcel ID Number associated with the property is 21162-006-01, and the street address is not addressed. The legal description is displayed on the warranty deed included as part of the application. The subject property is outside the Urban Growth Boundary (UGB), and within the Secondary Springs Protection Zone and County Commission District 5.

FIGURE 1
GENERAL LOCATION MAP



II. STAFF SUMMARY RECOMMENDATION

Staff recommends **APPROVAL** of the applicant's request because it is consistent with Land Development Code (LDC) Section 2.7.3.E.2, which requires that granting a rezoning will not adversely affect the public interest, that the rezoning is consistent with the Marion

County Comprehensive Plan (MCCP), and that the rezoning is compatible with land uses in the surrounding area.

III. NOTICE OF PUBLIC HEARING

Consistent with LDC Section 2.7.3.C., a notice of public hearing was mailed to all property owners (7) within 300 feet of the subject property on April 07, 2023. Consistent with LDC Section 2.7.3.B., public notice was posted on the subject property on March 30, 2023, and consistent with LDC Section 2.7.3.E. due public notice was published in the Ocala Star-Banner on April 10, 2023. Evidence of the above-described public notices is on file with the Growth Services Department and is incorporated herein by reference. As of the date of the initial distribution of this staff report, no letters of opposition or support have been received.

IV. ANALYSIS

LDC Section 2.7.3.E.(2) provides that in making a recommendation to the Board, the Planning and Zoning Commission shall make a written finding that granting the rezoning will not adversely affect the public interest, that the proposed zoning change is consistent with the current Comprehensive Plan, and that it is compatible with land uses in the surrounding area. Staff's analysis of compliance with these three criteria is addressed below.

A. *Compatibility with surrounding uses*. Compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Figure 2 displays the subject property's and surrounding properties' Future Land Use Map Series (FLUMS) designation, and it shows the subject property is designated Rural Land (RL) which allows a maximum of 1 dwelling unit per 10 acres. This Parcel abuts Rural Land designation to the north, west, east, and W Hwy 40 to the south. Staff concludes the land use **is compatible** with the surrounding uses on all sides.

FIGURE 2
FLUMS DESIGNATION

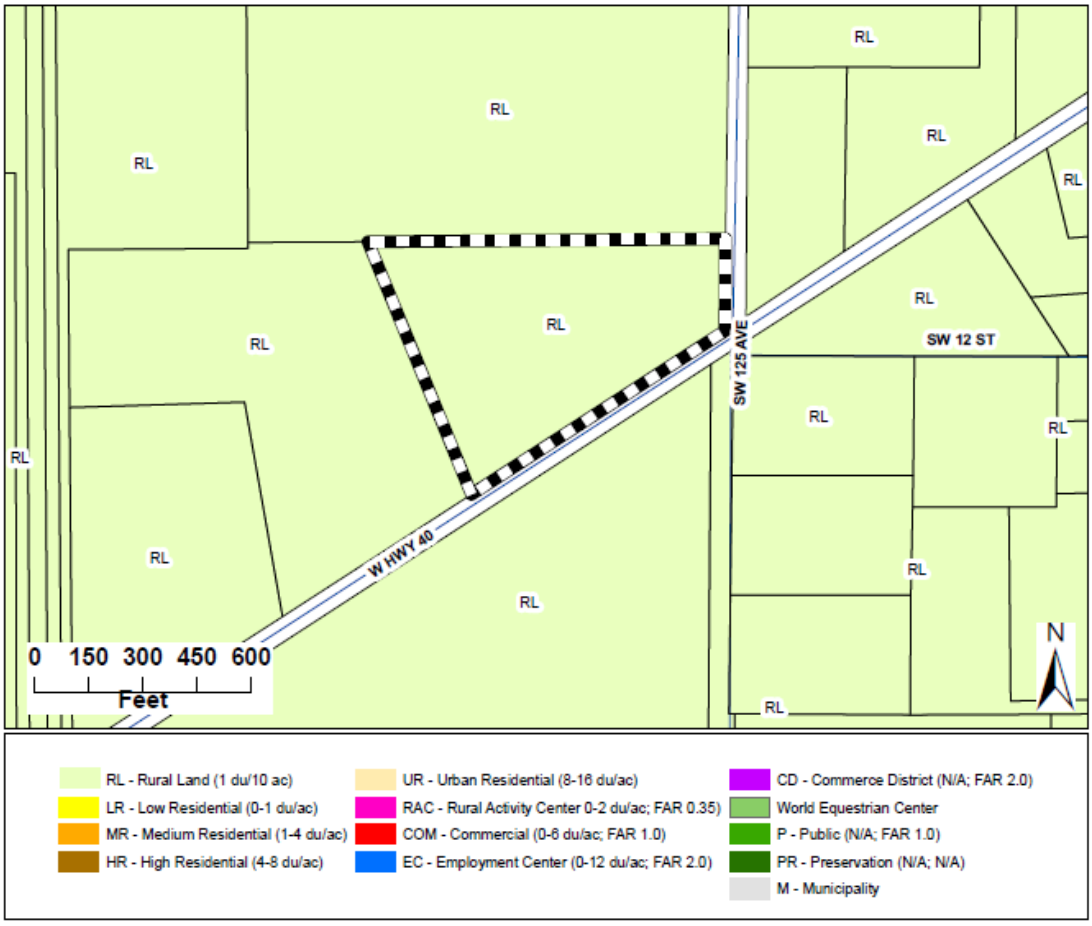


Figure 3 displays the subject property and surrounding properties' zoning classification, and it shows the subject property has a ±1.78-acre of General Agriculture (A-1) which allows for 1 dwelling unit per 10 acres & ±8.22-acre of Community Business (B-2) which allows up to a maximum of 8 dwelling unit per acre. The Community Business zoning (B-2) is not consistent with Rural Land Designation but General Agriculture (A-1) zoning is consistent with Rural Land Designation.

LDC Sec 4.2.3.A states, “The General Agriculture classification is intended to preserve agriculture as the primary use. This classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.” LDC sec 4.2.14.B allows for “General farming, agricultural uses such as aquaculture, fish hatcheries, agricultural crop production including sod farms, agricultural production of livestock and forestry, including horses, cattle or the keeping and raising of ratites such as ostriches and emus”. Staff finds that the proposed rezoning will make the ±10-acre site consistent with LDC Sec 4.2.3.B.

FIGURE 3
ZONING CLASSIFICATION

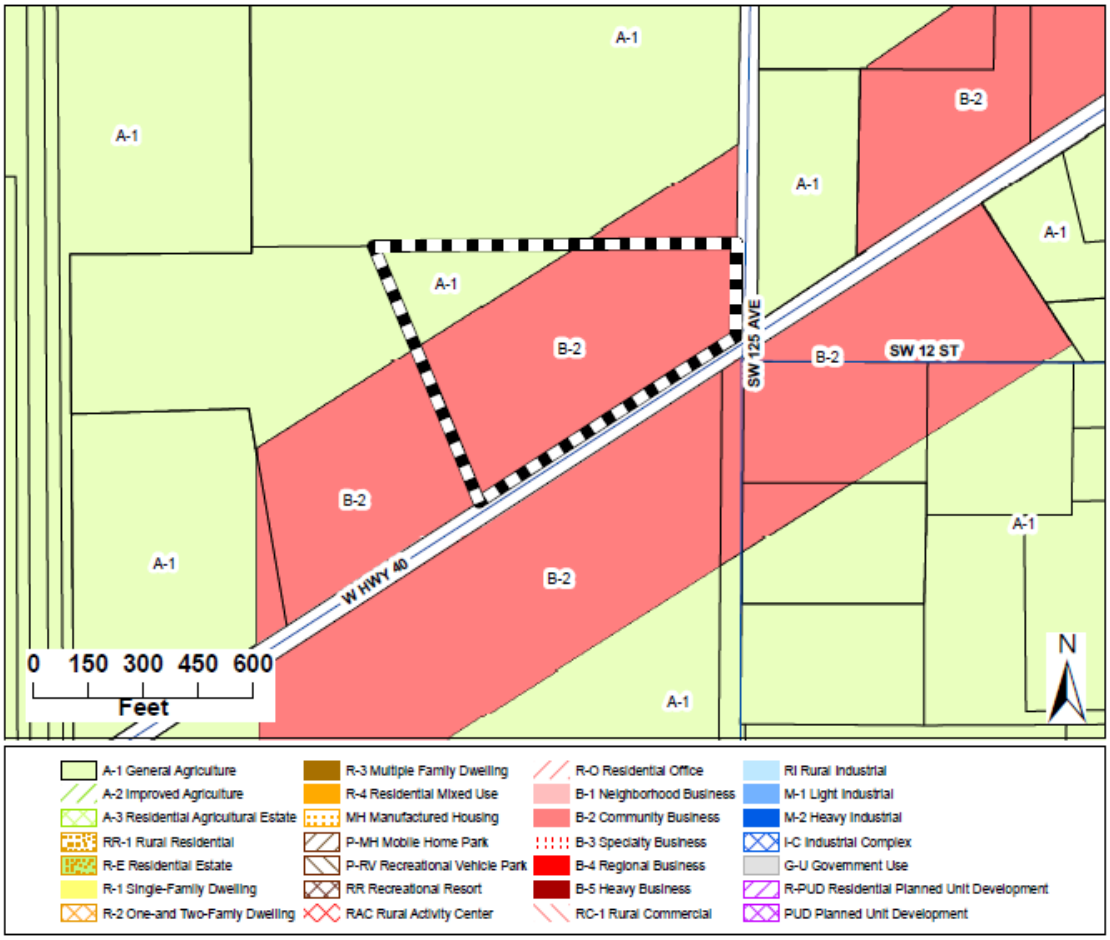


Figure 4 displays the proposed zoning classification of the property from Community Business (B-2) to General Agriculture (A-1) in relationship to the surrounding zoning districts.

Abutting to the north and west of the subject property is a mix of General Agriculture (A-1) and Community Business (B-1) zoned parcels. To the south is W Hwy 40 and Community Business (B-2) and General Agriculture (A-1). To the east is SW 125TH Avenue and General Agriculture (A-1) zoned parcel. Staff concludes that the proposed rezoning is compatible with surrounding uses.

FIGURE 4
PROPOSED ZONING CLASSIFICATION

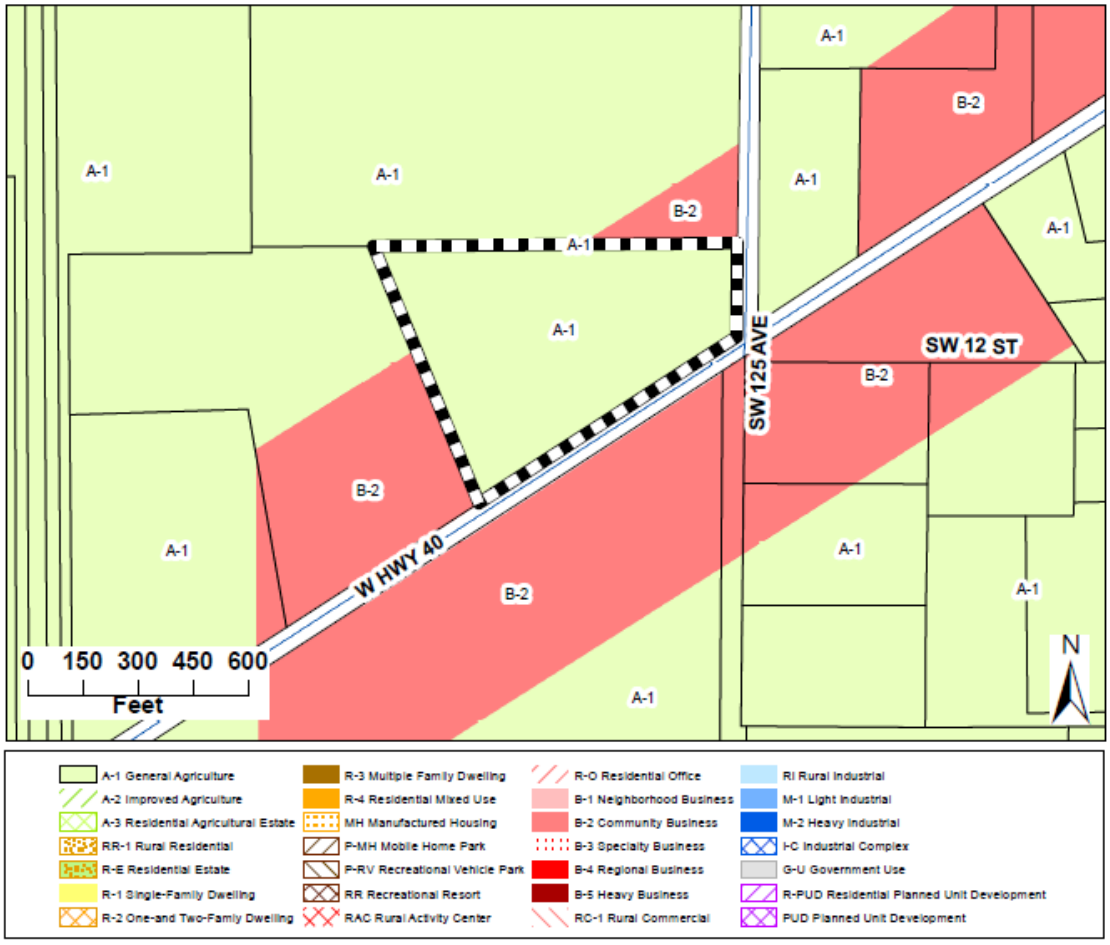


Figure 5 is an aerial photograph displaying existing and surrounding site conditions while Figure 6 displays existing uses and surrounding uses according to the Marion County Property Appraiser (MCPA). Consistent with LDC Section 2.7.3.D., staff conducted a site visit and found the subject property has 834 linear feet of frontage on W Highway 40. The ±10-acre site has a 1,296 SF horse barn and a few scattered trees on site (see Attachment A Page 3).

FIGURE 5
EXISTING USES

According to the MCPA, the property abutting to the north is a 40-acre square-shaped site currently undeveloped and heavily wooded and classified as timberland. Abutting to the west is a 15-acre irregularly shaped site, developed with a 2,356 SF horse barn and classified as grazing land. Abutting to the south is W Hwy 40 and a 62-acre irregular shape site developed with a 4,115 SF single-family residence and 3-horse bans built in 1977 and classified as grazing land. Abutting to the east is a 4.18-acre square foot site developed with a 2,230 square-foot single-family residence built in 2003 and classified as improved residential.

FIGURE 6
EXISTING USES

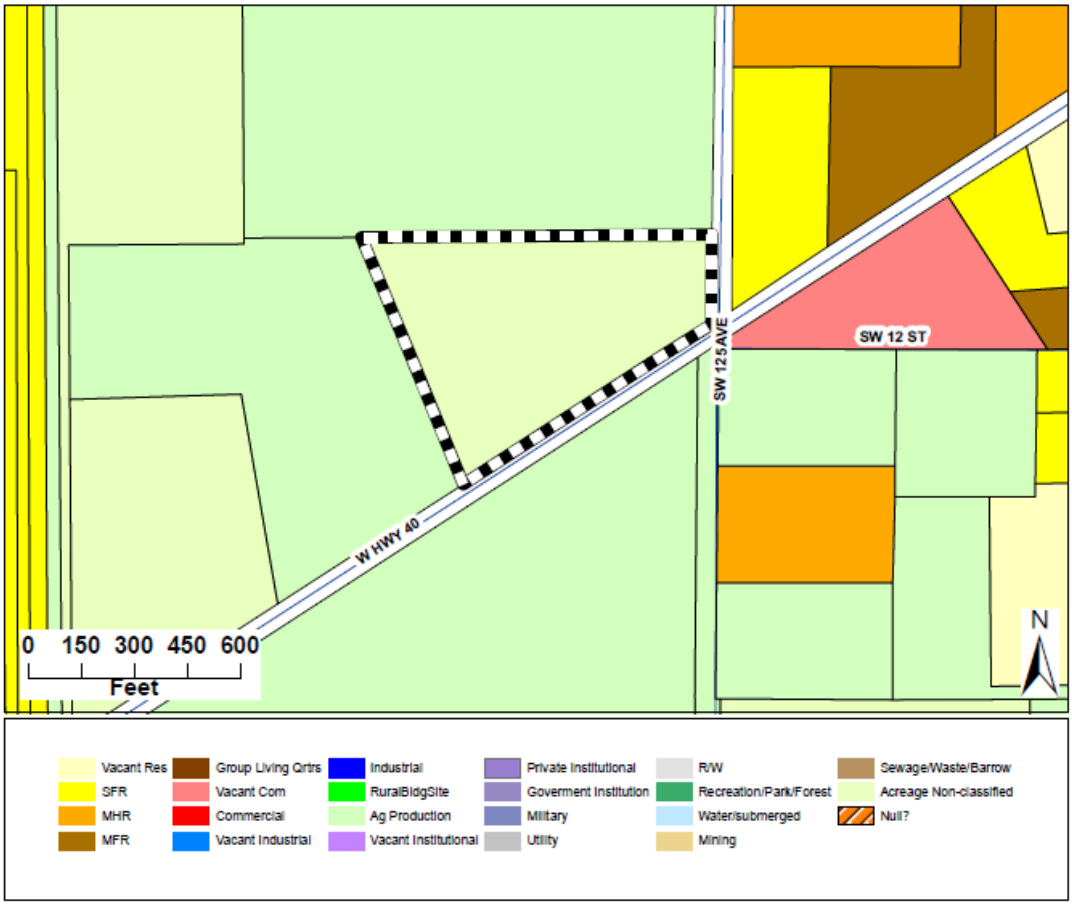


Table A displays in tabular form the FLUMS designation, zoning classification, and existing uses on the subject and abutting properties.

TABLE A
EXISTING USES PER MARION COUNTY PROPERTY APPRAISER MAP

ADJACENT PROPERTY CHARACTERISTICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning Classification**	**Existing Use**
Site	Rural Land	General Agriculture (A-1) & Community Business (B-2)	Acreage/Non Classified (99)
North	Rural Land	General Agriculture (A-1)	Timber Land (56)
South	Rural Land	General Agriculture (A-1)	Right-of-way & Grazing Land (62)
East	Rural Land	General Agriculture (A-1)	Improved Residential (01)
West	Rural Land	General Agriculture (A-1)	Grazing Land (62)

In conclusion, the staff finds that the proposed rezoning is compatible with the surrounding uses.

A. *Affect on public interest*.

1. Transportation impacts. These include roadways, public transit, and other mobility features.

   a. Roadways. The Development Review Comments letter on the proposed Rezoning found **no traffic concerns** with this request. (See Attachment B).

      Thus, based on the above findings, staff concludes the proposed rezoning **would not adversely affect the public interest.**

   b. Public transit. The property is located outside the Urban Growth Boundary and there is no public transit available in this area. It is concluded the application **would not adversely affect the public interest.**

   c. Other mobility features. The site's frontage does not have a sidewalk or bicycle lane. It is concluded the application **would not adversely affect the public interest.**

2. Potable water impacts. Potable Water Element Policy 1.1.1 adopts a level of service (LOS) standard of 150 gallons per person per day for residential demand and approximately 2,750 gallons per acre per day for nonresidential demand.

The DRC comment letter indicates Marion County Utility is in support of this request (see Attachment B). It is concluded that the application **would not adversely affect the public interest.**

3. Sanitary sewer impacts. Sanitary Sewer Element Policy 1.1.1 adopts a LOS standard of 110 gallons per person per day for residential demand and approximately 2,000 gallons per acre per day for commercial and industrial demand.

   The DRC comment letter indicates Marion County Utility is in support of this request (see Attachment B). It is concluded that the application **would not adversely affect the public interest.**

4. Solid waste impacts. Solid Waste Element Policy 1.1.1 adopts a LOS standard of 6.2 pounds of solid waste generation per person per day for residential demand.

   The DRC comment letter indicates Marion County Utility is in support of this request (see Attachment B). Based on the above, it is concluded the application's solid waste impacts **would not adversely affect the public interest.**

5. Recreation. Recreation Element Policy 1.1.1. adopts a level of service standard of two (2) acres per 1,000 persons. Marion County features a variety of federal, state, and local recreation lands satisfying the general level of service standard. It is concluded that the application **would not adversely affect the public interest.**

6. Stormwater/drainage. Stormwater Element Policy 1.1.1 adopts varying levels of service standards based on the characteristics of the development site. DRC Comment letter from OCE – Stormwater "Stormwater is not opposed to the rezoning. The applicant proposes to rezone from B-2 to A-1. Parcel# 21162-006-01 is currently zoned B-2 & A-1 and is a total of 10 acres in size. There are FEMA Flood Zone and Flood Prone Areas on the property (NAVD 79.8' & 80.5'). Per the MCPA, this parcel currently has 1,296 SF of impervious coverage. This site will be subject to a Major Site Plan when its existing and proposed impervious coverage exceeds 9,000 SF" (see Attachment B). It is concluded the application **would not adversely affect the public interest.**

7. Fire rescue/emergency services. The site is within the Meadowood Farms Marion County Fire Station # 12, located ± 1.82 miles northeast of the proposed development at 120 NW 110TH Avenue. It is concluded the application's fire rescue/emergency impacts **would not adversely affect the public interest.**

8. Law enforcement. The Sheriff's Substation, located at 9048 SW Hwy 200, Ocala FL, it is concluded the application's law enforcement impacts **would not adversely affect the public interest.**

9. Public schools. The schools within the area are Dunnellon High School, located at 10055 SW 180TH Avenue Road, Dunnellon FL (111.26 % capacity). North Dunnellon Middle School, located at 21005 Chestnut Street, Dunnellon, FL (64.59 % capacity). Dunnellon, Elementary School, located at 10235 SW 180th Avenue Road, Dunnellon (99.83% capacity). It is concluded the application's public school impacts **would not adversely affect the public interest.**

In summation, staff concludes that when weighing the totality of the circumstances, **the public interest is not adversely affected**.

B. *Comprehensive Plan consistency*.

1. Policy 2.1.16: Rural Land (RL). This land use designation is intended to be used primarily for agricultural-related uses, associated housing related to farms, and agriculture-related commercial and industrial uses. The base density shall be 1 dwelling unit per 10 gross acres, and the designation is a Rural Area land use, as further defined in the LDC. This land use designation is an Urban Land Area use.

   Analysis: The subject property is requesting a re-zoning from B-2 & A-1 to A-1 which is consistent with the Rural Land (RL) FLUMS. Staff concludes the proposed rezoning **is consistent** with FLUE Policy 2.1.16.

2. TE Policy 2.1.4 on the determination of impact provides in part, "All proposed development shall be evaluated to determine impacts to adopted LOS standards."

   Analysis: Staff finds potential traffic impacts of the proposed rezoning will be similar to the uses currently allowed within the existing zoning classifications. Staff concludes the proposed rezoning **is consistent** with TE Policy 2.1.4.

In summation, staff concludes that the rezoning is **consistent** with the land use, is **consistent** with the Comprehensive Plan, is **compatible** with the surrounding area, and **will not adversely affect** the public interest as listed in LDC Section 2.7.3.E.(2).

V. ALTERNATIVE RECOMMENDATIONS

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **DENY** the rezoning amendment.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein so as to support the approval of the Ordinance, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE** the rezoning amendment.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, and make a recommendation to the Board of County Commissioners to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VI. STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission (PZC) enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **APPROVE** the proposed rezoning because the application is consistent with the Comprehensive Plan, is compatible with the surrounding area, and, will not adversely affect the public interest, therefor is consistent with those requirements listed in LDC Section 2.7.3.E.(2).

VII. PLANNING & ZONING COMMISSION RECOMMENDATION

To be determined.

VIII. BOARD OF COUNTY COMMISSIONERS' ACTION

To be determined.

IX. LIST OF ATTACHMENTS

A. A rezoning application was filed on February 09, 2023.
B. DRC Staff Review Comments.
C. Site Photos.

Attachment A

DATE COMPLETED 2/09/23
INTIALS CW

TENTATIVE MEETING DATES
P&Z PH 4/24/23
BCC/P&Z PH 5/16/23

APPLICATION INCOMPLETE
Date returned 12/29/22
Returned by CW
Missing Items
FINDINGS OF FACT
SUNBIZ
✓EMAIL ADDRESS

RECEIVED
DEC 29 2022
MC GROWTH SERVICES

A - 150

Marion County
Board of County Commissioners
Growth Management • Zoning

Marion County FLORIDA

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: _____

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from Commercial B-2 to Agriculture A-1, for the intended use of: equestrian

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 21162-006-01

Property dimensions: _____ **Total acreage:** 10 acres

Directions: 40 west to SW 125 ave, parcel on NW side of 40 and SW 125 ave

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Diamond D Ranch LLC - Bill Dyer	Diamond D. Ranch LLC Matt Dyer
Property owner name (please print)	**Applicant or agent name (please print)**
2976 River Rd	2976 River Rd.
Mailing address	**Mailing address**
Melrose NY 12121	Melrose NY 12121
City, state, zip code	**City, state, zip code**
(518) 852-0855	(518) 852-1434
Phone number (please include area code)	**Phone number (please include area code)**
Signature wjdyer3@gmail.com	**Signature** mjdyer3@gmail.com

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

RECEIVED BY: CW **DATE:** 12-29-22 12:30 p.m. **ZONING MAP NO.:** 74

Rev. 07/02/2019

"Meeting Needs by Exceeding Expectations"

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

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

2022 Certified Assessment Roll

21162-006-01

Prime Key: 3294190

Beta MAP IT+

Property Information

DIAMOND D RANCH LLC
2976 RIVER RD
MELROSE NY 12121-2523

Taxes / Assessments: $2,735.42
Map ID: 74
Millage: 9002 - UNINCORPORATED

M.S.T.U.
PC: 99
Acres: 10.00

Current Value

Land Just Value	$182,000
Buildings	$0
Miscellaneous	$8,139
Total Just Value	$190,139
Total Assessed Value	$155,710
Exemptions	$0
Total Taxable	$155,710
School Taxable	$190,139

Impact
Ex Codes: ($34,429)

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2022	$182,000	$0	$8,139	$190,139	$155,710	$0	$155,710
2021	$145,000	$0	$8,457	$153,457	$141,555	$0	$141,555
2020	$120,000	$0	$8,686	$128,686	$128,686	$0	$128,686

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7014/1258	07/2019	07 WARRANTY	9 UNVERIFIED	Q	V	$268,000
6774/0096	05/2018	07 WARRANTY	9 UNVERIFIED	Q	V	$219,000
3379/1302	02/2003	07 WARRANTY	4 V-APPRAISERS OPINION	U	V	$125,000

Property Description

SEC 20 TWP 15 RGE 20
PLAT BOOK UNR
HOOPER FARMS
A PT OF TRACT 6 BEING MORE PARTICULARLY DESC AS:
BEGIN AT THE INTERSECTION OF THE N BNDY OF SE 1/4 OF NW 1/4
OF SEC 20 WITH THE W ROW LINE OF SW 125TH AVE TH
S 89-33-11 W 984.94 FT TH S 22-23-37 E 759.21 FT TH
N 56-57-07 E 669.61 FT TH N 54-36-28 E 164.65 FT TH
N 250.23 FT TO THE POB

Parent Parcel: 21162-006-00

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
6202		.0	.0	A1	2.00	AC	18,200.0000	1.00	1.00	1.00	320	36,400
6202		.0	.0	B2	8.00	AC	18,200.0000	1.00	1.00	1.00	1,280	145,600

Neighborhood 0152 - AC N40 S328 E41 W110
Mkt: 4 70

Total Land - Class $1,600
Total Land - Just $182,000

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
112 FENCE WIRE/BD	900.00	LF	10	1952	5	0.0	0.0

Attachment A

112 FENCE WIRE/BD	1,725.00	LF	10	1952	3	0.0	0.0
256 WELL 1-5 BTH	1.00	UT	99	2003	1	0.0	0.0
009 BARN HORSE	1,296.00	SF	40	2003	2	36.0	36.0
045 LEAN TO	216.00	SF	15	2017	1	6.0	36.0
045 LEAN TO	216.00	SF	15	2017	1	6.0	36.0
							Total Value - $8,139

Appraiser Notes

JOCKEY CLUB FARM
EST

Planning and Building

** Permit Search **

Permit Number	Issued Date	Complete Date	Description

Cost/Market Summary

Buildings R.C.N.	$0	1/1/1800
Total Depreciation	$0	
Bldg - Just Value	$0	
Misc - Just Value	$8,139	10/25/2018
Land - Just Value	$182,000	3/28/2022
Total Just Value	$190,139	.

Bldg Nbr	RCN	Depreciation	Depreciated

This Instrument Prepared by & return to:
Name: *Gina Preston, an employee of*
Brick City Title Insurance Agency, Inc.
Address: *521 NE 25th Avenue*
Ocala, FL 34470
19-1836
Parcel I.D. #: *21162-006-01*

SPACE ABOVE THIS LINE FOR PROCESSING DATA | *SPACE ABOVE THIS LINE FOR RECORDING DATA*

THIS WARRANTY DEED *Made the* ***26th*** *day of* ***July****, A.D.* ***2019****, by* ***ROBERT FRITSCHY*** *and* ***LISA FRITSCHY****, husband and wife, hereinafter called the grantors, to* ***DIAMOND D RANCH, LLC, A NEW YORK LIMITED LIABILITY COMPANY,*** *having its principal place of business at* ***2976 River Road, Melrose, NY 12121,*** *hereinafter called the grantee:*

(Wherever used herein the terms "grantors" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: *That the grantors, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in* ***Marion County, State of Florida****, viz:*

Begin at the intersection of the North boundary of the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 15 South, Range 20 East, Marion County, Florida, with the West right of way line of Southwest 125th Avenue; thence South 89 degrees 33 minutes 11 seconds West along said North boundary 984.94 feet; thence South 22 degrees 23 minutes 37 seconds East, 759.21 feet to a point on the Northerly right of way line of State Road Number 40; thence North 56 degrees 57 minutes 07 seconds East along said Northerly right of way line 669.61 feet; thence North 54 degrees 36 minutes 28 seconds East along said Northerly right of way line 164.65 feet to an intersection with the aforesaid West right of way line of Southwest 125th Avenue; thence North along said West right of way line 250.23 feet to the Point of Beginning.

SUBJECT TO TAXES FOR THE YEAR 2019 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

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 grantors hereby covenant with said grantee that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land, and hereby fully warrant 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 subsequent to December 31, 2018.*

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
CFN# 2019080009 BK 7014 Pgs 1258-1259 07/31/2019 03:35:11 PM
REC FEE 18.50 INDEX DEED DOC 1,876.00

In Witness Whereof, *the said grantors have signed and sealed these presents, the day and year first above written.*

Signed, sealed and delivered in the presence of:

_____
Witness Signature

Cori Feo
Printed Name

_____
Witness Signature

Gina M. Preston
Printed Name

_____ *L.S.*
Robert Fritschy
Address:
8355 SE 7th Avenue Road, Ocala, FL 34480

L. Fritschy *L.S.*
Lisa Fritschy
Address:
8355 SE 7th Avenue Road, Ocala, FL 34480

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this ***26th*** *day of* ***July, 2019****, by* ***Robert Fritschy and Lisa Fritschy****, who are known to me or who have produced* D.L. *as identification.*

GINA M. PRESTON
MY COMMISSION # GG 097533
EXPIRES: May 14, 2021
Bonded Thru Notary Public Underwriters

_____
Signature of Notary
My commission expires 5/14/21

DAVID R ELLSPERMANN MARION COUNTY FL
CFN# 2019080009 OR BK 7014 PG 1259 Pgs 1258-1259 07/31/2019 03:35:11 PM

MCBCC Interactive Map - Internal

12/29/2022, 3:28:55 PM

1:5,733

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

- Structure - Addressed
- Structure - Confidential Address
- Gate - Confidential Address
- Lift Station - Confidential Address
- Miscellaneous - Confidential Address
- Cemetery - Confidential Address
- Tower - Confidential Address
- Telephone Equipment - Confidential Address
- Vacant - Confidential Address
- Eletric Meter
- Elevator
- Fire Station
- Fire Tower
- Government Building
- Gas Site
- Gate
- Hospital
- House Boat
- Law
- Lift Station
- Miscellaneous
- No Address
- Park
- Parking Garage
- Payphone
- Prison
- In-Office Use Only
- In-Office Use Only
- Railroad Equipment
- School
- Sewage Treatment Plant
- Substation
- Tower
- Telephone Equipment
- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities

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MCBCC IT/GIS

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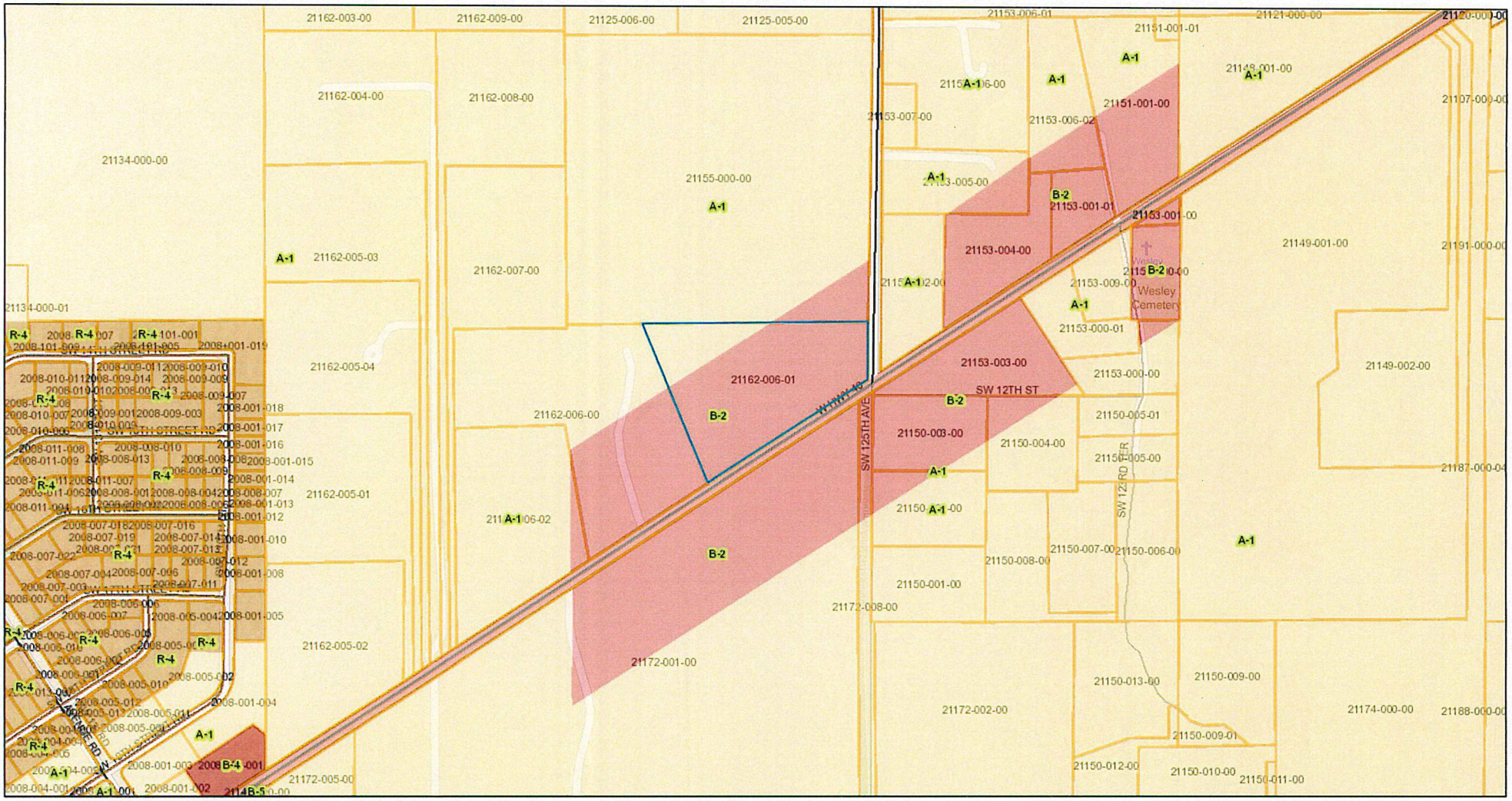
MCBCC Interactive Map - Internal



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- Payphone
- Prison
- In-Office Use Only
- In-Office Use Only
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- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities

Zoning Classification

- A-1
- A-2
- A-3
- RC-1

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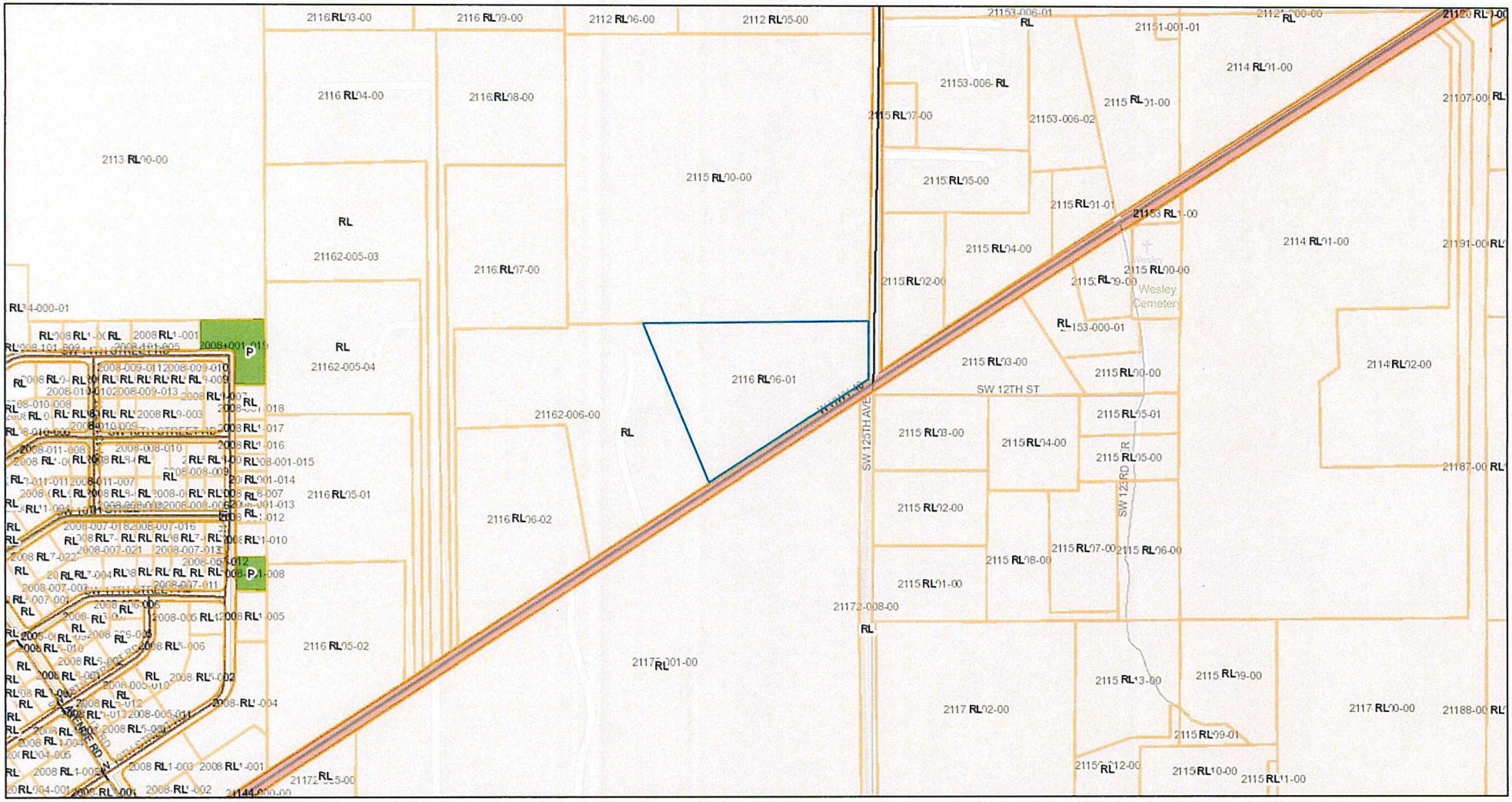
MCBCC Interactive Map - Internal



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0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

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- Substation
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- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities

Future Land Use

- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)

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MCBCC IT/GIS

FOR INTERNAL COUNTY USE ONLY: MAY CONTAIN CONFIDENTIAL INFORMATION. IMPROPER DISCLOSURE MAY RESULT IN CRIMINAL PENALTIES (F.S.119.10).

Reviewed & Accepted by:

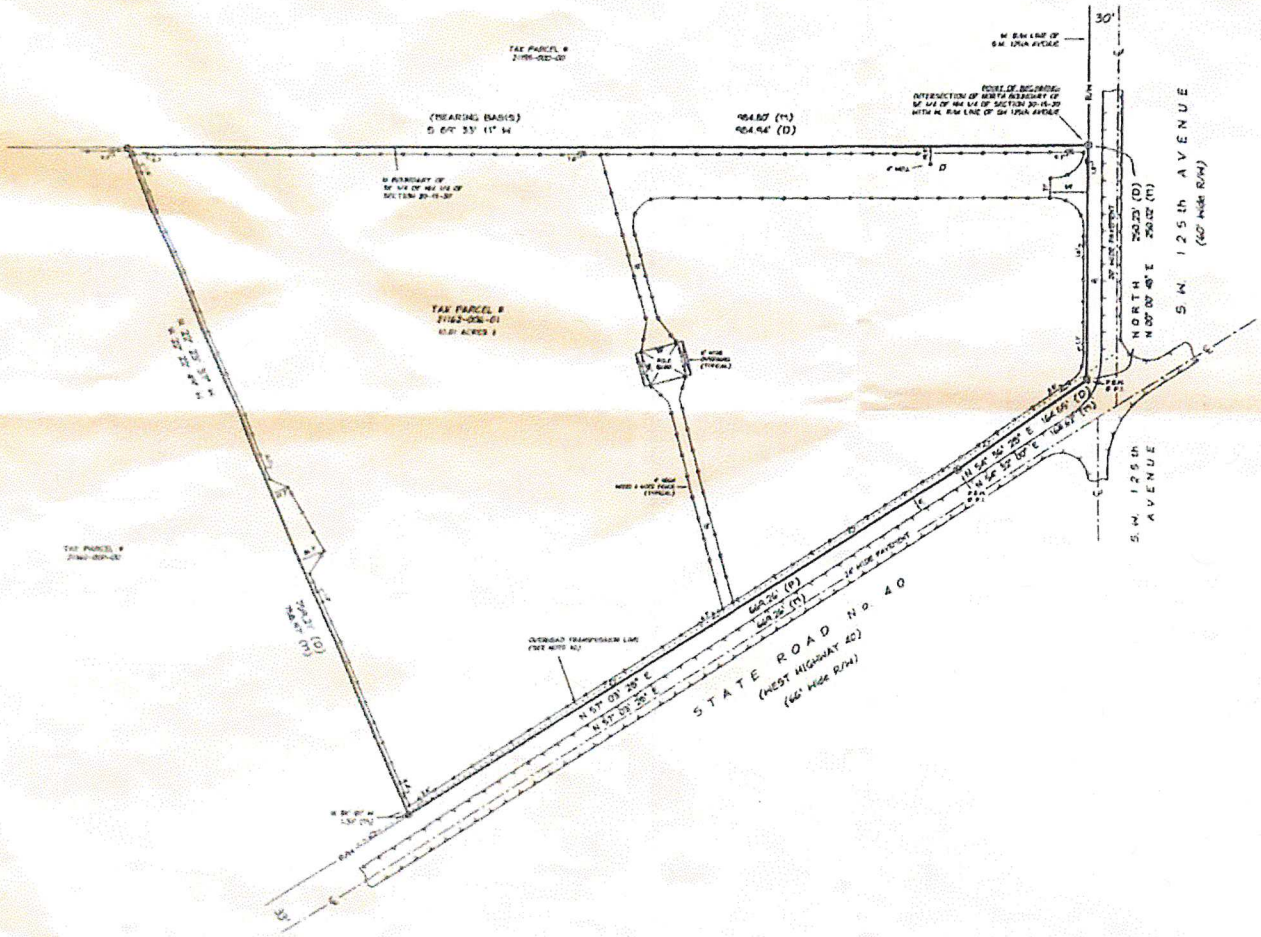
BOUNDARY SURVEY for ROBERT and LISA FRITSCHY

SCALE: 1" = 60'

LEGAL DESCRIPTION

Begin at the intersection of the North boundary of the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 16 South, Range 29 East, Marion County, Florida, with the West right of way line of Southwest 125th Avenue; thence South 89 degrees 33 minutes 11 seconds West along said North boundary 984.94 feet; thence South 22 degrees 23 minutes 37 seconds East, 759.21 feet to a point on the Northerly right of way line of State Road Number 40; thence North 66 degrees 57 minutes 07 seconds East along said Northerly right of way line 668.61 feet; thence North 54 degrees 36 minutes 28 seconds East along said Northerly right of way line 164.65 feet to an intersection with the aforesaid West right of way line of Southwest 125th Avenue; thence North along said West right of way line 260.23 feet to the Point of Beginning.

NOTE:
LEGAL DESCRIPTION DOES NOT CLOSE MATHEMATICALLY, HAVING AN ERROR OF 1.15 FEET.



NOTES:
1) THIS IS A BOUNDARY SURVEY.
2) SURVEY BASED ON EXISTING MONUMENTATION, RECORDS OF THIS COMPANY, AND PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
3) BEARINGS BASED ON DEED AND/OR PLAT AS SHOWN.
4) DESCRIPTION FURNISHED BY CLIENT.
5) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS AND/OR OTHER INSTRUMENTS OF RECORD.
6) UNDERGROUND IMPROVEMENTS, SEPTIC SYSTEMS, AND UTILITIES, IF SHOWN HEREON, ARE APPROXIMATED AND MUST BE EXPOSED FOR ACCURATE LOCATION. OTHER SUCH UNDERGROUND FEATURES MAY EXIST WHICH WERE NOT LOCATED.
7) SEPTIC TANK, DRAIN FIELD, AND/OR ANY OTHER POSSIBLE UNDERGROUND FEATURES MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION ON PROPERTY, AND/OR USE THAT MAY DAMAGE SAME.
8) THE DETERMINATION OF A PROPERTY FLOODING, OR NOT FLOODING IS BEYOND THE SCOPE OF THIS SURVEYOR.
9) NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. NO ONE OTHER THAN THE ENTITIES NAMED IN THE CERTIFICATION SHALL RELY ON THIS SURVEY.
10) RIGHT OF WAY EASEMENT, PER OFFICIAL RECORDS BOOK 406, PAGE 618, MAY APPLY.

LEGEND
N = NORTH, E = EAST, W = WEST, S = SOUTH (OR ANY COMBINATION SUCH AS NE, SW.)
D = DEGREES WHEN USED IN A BEARING
M = MINUTES WHEN USED IN A BEARING
S = SECONDS WHEN USED IN A BEARING
' = FEET WHEN USED IN A DISTANCE
" = INCHES WHEN USED IN A DISTANCE
R/W = RIGHT OF WAY LINE
= BORDER SCALE LINE
= CENTERLINE
= FENCE CORNER
= FENCE LINE (WOOD & WIRE)
= FENCE LINE (CHAIN LINK)
= OVERHEAD UTILITY LINES
= UTILITY POLE
(M) = FIELD MEASUREMENT
(D) = DEED CALL
(ADJ) = ADJACENT DEED
(CCD) = CALCULATED FROM DEED
(C) = CALCULATED FROM FIELD MEASUREMENTS
& = MORE OR LESS
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I. = POINT OF INTERSECTION
CONC. = CONCRETE
R/W = RIGHT-OF-WAY
A/C = AIR-CONDITIONER

= FOUND 4" x 4" CONCRETE MONUMENT STAMPED FLORIDA DEPARTMENT OF TRANSPORTATION
= FOUND 4" x 4" CONCRETE MONUMENT w/ NAIL & ID IDENTIFICATION
= FOUND 4" x 4" CONCRETE MONUMENT - BROKEN TOP
= FOUND 5/8" IRON ROD & CAP STAMPED LB # 3227
= SET 5/8" IRON ROD & CAP STAMPED LB # 6413

CERTIFIED TO:
ROBERT FRITSCHY and LISA FRITSCHY
OCALA CITY TITLE INSURANCE AGENCY, INC.
WESTCOR LAND TITLE INSURANCE COMPANY

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

25-MAY-2018

WILLIAM R. BILEY, P.L.S. # 5086

BILL BILEY & ASSOCIATES, INC. L.B. # 6413

531 SE 2nd STREET
OCALA, FLORIDA 34471
(352) 694-7777 FAX (352) 694-7777

CLIENT: FRITSCHY
DATE OF FIELD WORK: 25-MAY-2018
FIELD BOOK/PAGE: 09/10-11, FILE
DRAWN BY: LB
JOB NUMBER: 18-1324

Diamond D Ranch LLC

Matthew J. Dyer

1196 SW 125th Ave
Ocala, FL 34470
518-852-1434
mjdyer3@gmail.com

Alice Webber
2710 E. Silver Springs Blvd.
Ocala, FL 34470
352-438-2683
Alice.Webber@marionfl.org

2/9/2023

Dear Alice Webber,

Zoning Change

Application findings of Facts Requirements:

The Diamond D Ranch LLC, is not looking to make any changes to the property. We do not need to make Provisions for ingress and egress to the property and proposed structures. There is no need for Provisions for off-street parking and loading areas. It is not applicable to us to make provisions for refuse and service area.

The utilities that are already in place at our property will be staying the same so there is no need for provisions. It is not applicable for Diamond D Ranch LLC, to make provisions for screening and buffering of dissimilar uses and of adjacent properties. Any exterior lighting, we have will remain the same so there is no need for making provisions for this item either.

There is no need for provisions regarding general compatibility with adjacent properties and other property in the surrounding area. Lastly the need for provisions for meeting any special requirements required by the site analysis for the particular use does not apply to us either.

We appreciate your time and consideration with this matter. Should you need anything additional from us please do not hesitate to reach out to us.

Sincerely

Matthew J. Dyer

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: DIAMOND D RANCH, LLC
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 12/09/2016
EFFECTIVE DATE INITIAL FILING: 12/09/2016
FOREIGN FORMATION DATE:
COUNTY: RENSSELAER
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 5050510
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: PAST DUE DATE
NEXT STATEMENT DUE DATE: 12/31/2018
NFP CATEGORY:

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE LLC

Address: 2976 RIVER ROAD, MELROSE, NY, UNITED STATES, 12121

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

Department of State
Division of Corporations

Entity Filing History

Return to Results | Return to Search

Entity Details

ENTITY NAME: DIAMOND D RANCH, LLC
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 12/09/2016
EFFECTIVE DATE INITIAL FILING: 12/09/2016
FOREIGN FORMATION DATE:
COUNTY: RENSSELAER
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DOS ID: 5050510
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DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: PAST DUE DATE
NEXT STATEMENT DUE DATE: 12/31/2018
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Search

File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
03/29/2017	49	CERTIFICATE OF PUBLICATION		6	170329000030
12/09/2016	01	ARTICLES OF ORGANIZATION		2	161209000462

Rows per page: 5 1-2 of 2

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 12, 2016.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/13

161209000462

ARTICLES OF ORGANIZATION

OF

DIAMOND D RANCH, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the Limited Liability Company is: DIAMOND D RANCH, LLC

SECOND: The County within this state in which the office of the Limited Liability Company is to be located is: Rensselaer

THIRD: The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him or her is: 2976 RIVER ROAD, MELROSE, NEW YORK 12121

Dated: December 5, 2016

MATTHEW J. DYER, Organizer

WILLIAM J. DYER III, Organizer

ARTICLES OF ORGANIZATION

462

OF

DIAMOND D RANCH, LLC

Under Section 203 of the Limited Liability Company Law

FILED
2016 DEC -9 PM 12:26

Filed by: Andrea J. DiDomenico, Esq.
DiDomenico Law Firm
One Vosburgh Road
Mechanicville, New York 12118
518-664-7338

1 cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 09 2016
TAX $ —
BY: LAP

483

RECEIPT OF SECRETARY OF STATE

NEW YORK DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: DIAMOND D RANCH, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)
COUNTY: RENS

FILED:12/09/2016 DURATION:********* CASH#:161209000483 FILM #:161209000462
DOS ID:5050510

FILER:

ANDREA J. DIDOMENICO, ESQ.
DIDOMENICO LAW FIRM
ONE VOSBURGH ROAD
MECHANICVILLE, NY 12118

EXIST DATE
12/09/2016

ADDRESS FOR PROCESS:

THE LLC
2976 RIVER ROAD
MELROSE, NY 12121

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00 *

FEES	235.00
FILING	200.00
TAX	0.00
ERT	0.00
COPIES	10.00
HANDLING	25.00

PAYMENTS	235.00
CASH	0.00
CHECK	235.00
CHARGE	0.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

DOS-1025 (04/2007)

ARTICLES OF ORGANIZATION

STATE OF NEW YORK DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: DIAMOND D RANCH, LLC

DOCUMENT TYPE: CERTIFICATE OF PUBLICATION (DOM LLC) COUNTY: RENS

FILED:03/29/2017 DURATION:********* CASH#:170329000032 FILM #:170329000030

FILER:

ANDREA J. DIDOMENICO, ESQ.
ONE VOSBURGH ROAD

MECHANICVILLE, NY 12118

ADDRESS FOR PROCESS:

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	50.00
FILING	50.00
TAX	0.00
CERT	0.00
COPIES	0.00
HANDLING	0.00

PAYMENTS	50.00
CASH	0.00
CHECK	50.00
CHARGE	0.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

DOS-1025 (04/2007)

CERTIFICATE OF PUBLICATION

OF

DIAMOND D RANCH, LLC

Under Section 206 of the Limited Liability Company Law

Filed by: Andrea J. DiDomenico, Esq.
Law Office of Andrea J. DiDomenico
One Vosburgh Road
Mechanicville, New York 12118
518-664-7338

Affidavit Of Publication

Under Section 206 of the Limited Liability Company Law

State Of New York, County Of Rensselaer, ss.:

The undersigned is the publisher of ***The Eastwick Press***, a weekly newspaper published in the Town of Petersburgh, New York. A notice regarding Diamond D Ranch, LLC was published in said newspaper once in each week for six successive weeks, commencing on January 13, 2017 and ending February 17, 2017. The text of the notice as published in said newspaper is as set forth in the annexed exhibit.
This newspaper has been designated by the Clerk of Rensselaer County for this purpose.

By: J. Alexander Brooks

J. Alexander Brooks, Publisher of the Eastwick Press

Sworn to me this 21st day of February, 2017

Janice A Kimball
Notary Public

JANICE A. KIMBALL
Notary Public, State of New York
County of Rensselaer Reg. No. 01KI6073355
Commission Expires 1-22-18

NOTICE OF SUBSTANCE OF ARTICLES OF ORGANIZATION OF DIAMOND D RANCH, LLC

FIRST:The name of the Limited Liability Company is: DIAMOND D RANCH, LLC.

SECOND: The Articles of Organization were filed with the Department of State of the State of New York on the 9th day of December 2016, under the name of DIAMOND D RANCH, LLC.

THIRD: The County within this State in which the office of the Limited Liability Company is to be located is Rensselaer County.

FOURTH: The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The Post Office address within this State to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him or her is 2976 River Road, Melrose, New York 12121.

FIFTH: The purpose for which this Limited Liability Company is formed is for all lawful purposes, except banking or insurance.

Dated: December 30, 2016

Andrea J. DiDomenico, Esq. Attorney at Law
One Vosburgh Road Mechanicville, New York 12118

CERTIFICATE OF PUBLICATION

OF

DIAMOND D RANCH, LLC

Under Section 206 of the Limited Liability Company Law

The undersigned are members of DIAMOND D RANCH, LLC

The published notices described in the annexed Affidavits of Publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The Articles of Organization were filed by the Department of State on December 9, 2016.

The newspapers described in such Affidavits of Publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the County Clerk.

I certify the foregoing statements to be true under penalties of perjury.

Date: March 9, 2017

MATTHEW J. DYER, Member

WILLIAM J. DYER III, Member

AFFIDAVIT OF PUBLICATION
UNDER SECTION OF THE LIMITED LIABILITY COMPANY LAW
UNDER SECTION OF THE PARTNERSHIP LAW

STATE OF NEW YORK
SS.:
COUNTY OF RENSSELAER

The undersigned is the publisher of **THE RECORD**, a daily newspaper published in Troy, New York. A notice regarding **DIAMOND D RANCH, LLC** was published in said newspaper once in each week for six successive weeks, commencing on **January 19, 2017** and ending on **February 23, 2017**. The text of the notice as published in said newspaper is as set forth below.

This newspaper has been designated by the Clerk of Rensselaer County for this purpose.

ROBERT O'LEARY

Sworn to before me this
23rd day of February, 2017

Notary Public
DEBRA A. BECK
Notary Public, State of New York
01BE6072229
Qualified in Rensselaer County
Commission Expires April 01, 2018

NOTICE OF
SUBSTANCE OF
ARTICLES OF
ORGANIZATION OF
DIAMOND D
RANCH, LLC

FIRST: The name of the Limited Liability Company is: DIAMOND D RANCH, LLC
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FIFTH: The purpose for which this Limited Liability Company is formed is for all lawful purposes, except banking or insurance.
Dated: December 30, 2016
Andrea J. DiDomenico, Esq.
Attorney at Law
One Vosburgh Road
Mechanicville, New York 12118
1231319 1/19, 26, 2/2, 9, 16, 23

DIAMOND D RANCH, LLC

FIRST: The name of the Limited Liability Company is: DIAMOND D RANCH, LLC

SECOND: The Articles of Organization were filed with the Department of State of the State of New York on the 9th day of December 2016, under the name of DIAMOND D RANCH, LLC

THIRD: The County within this State in which the office of the Limited Liability Company is to be located is Rensselaer County

FOURTH: The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The Post Office address within this State to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him or her is 2976 River Road, Melrose, New York 12121.

FIFTH: The purpose for which this Limited Liability Company is formed is for all lawful purposes, except banking or insurance.

Dated: December 30, 2016

Andrea J. DiDomenico, Esq.
Attorney at Law
One Vosburgh Road
Mechanicville, New York 12118

1231319 1/19, 26, 2/2, 9, 16, 23

CONFORMED COPY OF BANKING RESOLUTIONS

PLANNING & ZONING APPLICATION PLAN REVIEW
ZO ZONING CHANGE

TO: 911
HEALTH
STORMWATER
DEVELOPMENT REVIEW
COUNTY SURVEYOR
TRAFFIC
ROW ACQUISITION
FIRE
LANDSCAPE
PLANNING
UTILITIES
ZONING

FROM: DEVELOPMENT REVIEW

DATE: February 9, 2023

SUBJECT: DIAMOND D RANCH LLC

PROJECT: 2023020040 #29731

*****IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS REVIEW, PLEASE CONTACT THE ZONING DEPARTMENT AT 438-2675*****

****

ALL PERMITTED ZONING USES MAY BE FOUND IN ARTICLE 2 OF THE LDC AT THIS LINK:

https://library.municode.com/fl/marion_county/codes/land_development_code?nodeId=LADECO_ART4ZO_DIV2ZOCL

1. COMMENTS ARE DUE **ON FEBRUARY 16, 2023**.
2. MARK YOUR COMMENTS AS **"INFORMATIONAL"**AND ENTER YOUR COMMENTS
3. CHANGE YOUR REVIEW STATUS FROM **"PENDING"** TO **"COMPLETE"**
4. STAFF MEETING SCHEDULED FOR **FEBRUARY 23, 2023**.

Development Review Comments Letter

3/28/2023 8:20:45 AM

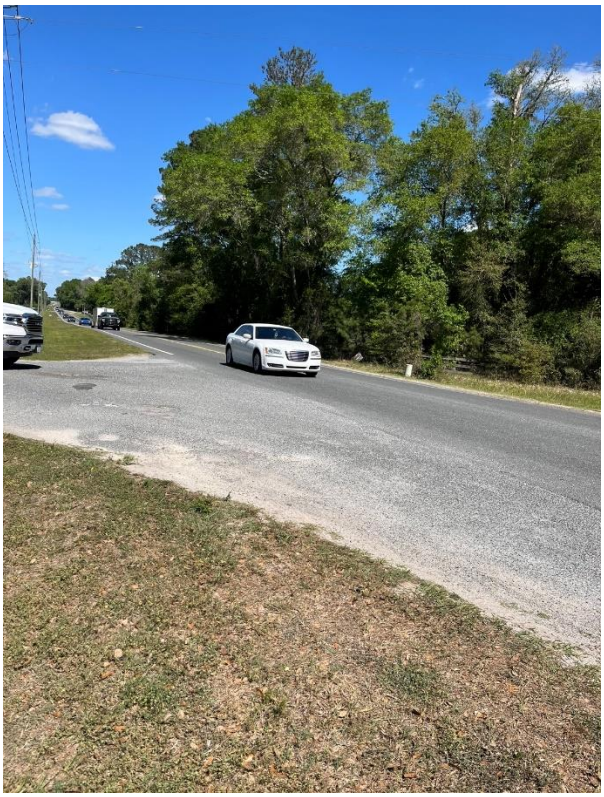
DIAMOND D RANCH LLC
ZO ZONING CHANGE #29731

ID	DESCRIPTION	REMARK	STATUS	DEPT
1	Rezoning (non-PUD)	N/A - NO REVIEW NECESSARY FOR 911.	INFO	911
2	Rezoning (non-PUD)	n/a	INFO	DOH
3	Rezoning (non-PUD)	INFO. Stormwater is not opposed to the rezoning. The applicant proposes to rezone from B-2 to A-1. Parcel# 21162-006-01 is currently zoned B-2 & A-1 and is a total of 10 acres in size. There are FEMA Flood Zone and Flood Prone Areas on the property (NAVD 79.8' & 80.5'). Per the MCPA, this parcel currently has 1,296 SF of impervious coverage. This site will be subject to a Major Site Plan when its existing and proposed impervious coverage exceeds 9,000 SF.	INFO	ENGDRN
4	Rezoning (non-PUD)	Traffic has no concerns with this request.	INFO	ENGTRF
5	Rezoning (non-PUD)	No Comments	INFO	ENRAA
6	Rezoning (non-PUD)	APPROVED	INFO	FRMSH
7	Rezoning (non-PUD)	no comment	INFO	LSCAPE
8	Rezoning (non-PUD)	APPROVED - Parcel within Marion County Utilities public service area but outside connection distance to utility provider's closest available water or sewer at this time for proposed use. If parcel re-zoning causes a revised connection requirement, parcel/plat/development shall connect to respective service(s). If public water or sewer becomes available from the public utility provider, connection will be required to services within 365 days of notification. Not within any primary springs protection zone.	INFO	UTIL

Case Number 230501ZC

Site Photos

Facing West on W Hwy 40



Facing East on W Hwy 40

Case Number 230501ZC

Site Photos

Public Hearing Notice Sign on Southeast corner of the Property on W Hwy 40

Facing SW 125TH Avenue

Case Number 230501ZC

Site Photos

Property entrance on SW 125TH Avenue

Facing North of the Property.

Case Number 230501ZC

Site Photos

A view facing west of the Property

A view facing south of the Property

Case Number 230501ZC

Site Photos

A view of 1,296 SF Horse Barn at the center of the property (On the northeast entrance South).

An aerial view of the Parcel.

Marion County

Planning & Zoning Commission

Agenda Item

File No.: 2023-10890 **Agenda Date:** 4/24/2023 **Agenda No.:** 2.1.

SUBJECT:
23-DA05 - Ocala SW 100th LLC., Development Agreement Regarding the Construction of SW 100th Street as Related to the New Strategy Holdings LLC. 51st West PUD (211008Z) and East PUD (211009Z) Location: ±1/4 North of SW 103rd St. Rd, Extending to and Including the SW 100 th St. ROW, between SW 49th Avenue and SW 62nd Avenue Road.

DESCRIPTION/BACKGROUND:
In November 2021, the Board of County Commissioners approved two (2) Planned Unit Developments (PUD - 211008Z and 211009Z) for two (2) properties along the south side of the alignment of SW 100th Street. The approvals required the Developer to construct a segment of SW 100th Street to provide access for development and construction of each respective PUD as well as for the residential development and long-term use of the PUDs once they were completed. The construction of SW 100th Street will enable a connected street network allowing each PUD's traffic to disperse more effectively while providing alternative access for other adjoining subdivisions. Further, the construction is proposed to include a 12-foot wide multi-use trail along one side of the roadway to accommodate non-vehicular travel. The Developer is preparing plans for the SW 100th Street construction and is proposing a Development Agreement consistent with Chapter 163.3220-3243, F.S. to address the roadway construction and obtain impact fee credits, concurrency reservations, and proportionate share credits for the improvements based on the proposed traffic improvement and construction costs.

Marion County Growth Services

Date: 4/10/2023 | **P&Z: 4/24/2023 BCC: TBD (Pending 5/16/2023, 5:30 P.M.)**

Application No:
2023-05DA
[AR# 29895]

Type of Application:
Developer's Agreement

Developer's Agreement:
Pending

Related Comprehensive Plan Amendment(s):
N/A

Related Rezoning(s):
21108Z and 21109Z

Current Owner(s):
Ocala SW 100th, L.L.C.

Applicant:
W. James Gooding, III, Esq.

Parcel #/Acreage:
SW 100th St ROW, ±8.00 AC
211008Z, ±45.00 AC
211009Z, ±55.72 AC
Total, ±108.72 AC

Existing Use:
Vacant / forested.

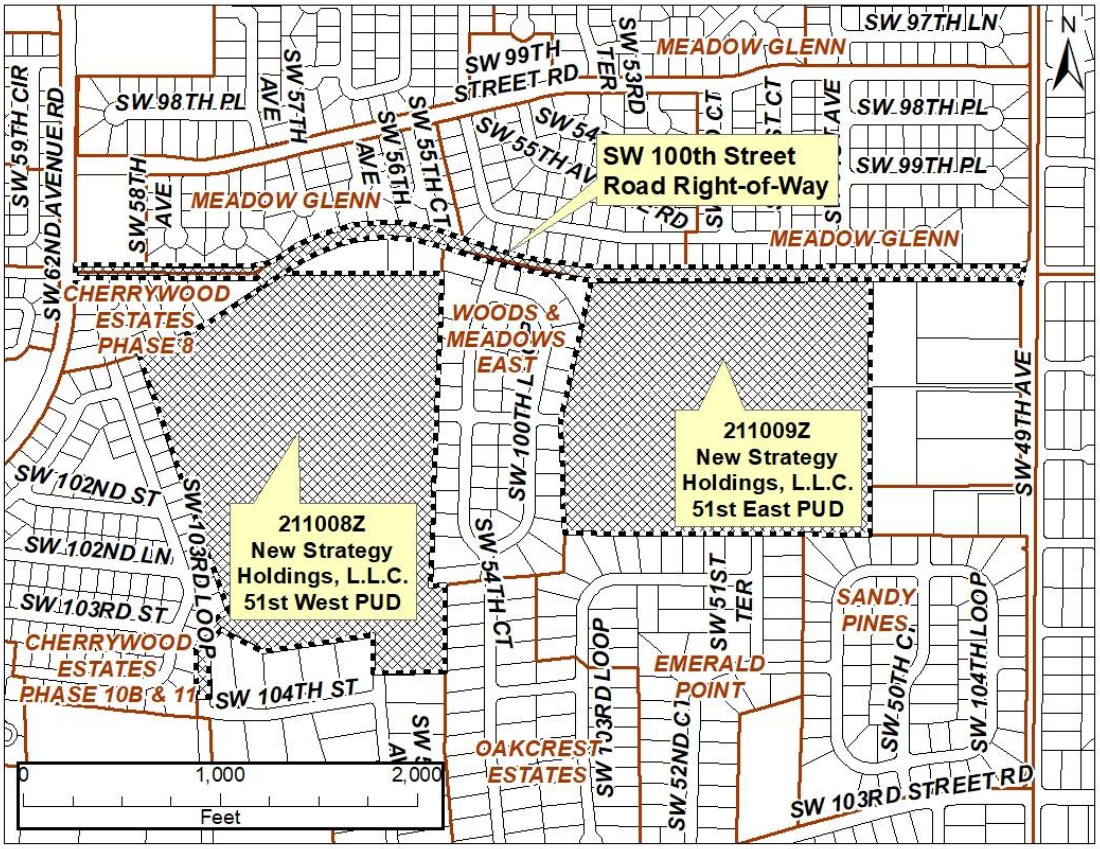
Location: ±1/4 north of SW 103rd St. Rd, extending to and including the SW 100th St. ROW, between SW 49th Avenue and SW 62nd Avenue Road.

Staff Recommendation:
APPROVAL WITH CONDTIONS

P&Z Recommendation:
TBD

Project Planner:
Christopher D. Rison, AICP, Senior Planner

Code Enforcement Action: N/A



Item Summary

Staff is recommending **APPROVAL** to implement a Chapter 163, Florida Statutes (F.S.) Development Agreement for the design and construction of SW 100th Street road extending west from SW 49th Avenue to SW 62nd Avenue Road, as related to the New Strategy Holdings, L.L.C. 51st West PUD (211008Z) and East PUD (211009Z) encompassing ±109 acres.

Public Notice

Notice of public hearing was mailed to 276 property owners within 300 feet of the subject property.

Location

The overall site generally begins approximately ¼-mile north of SW 103rd Street Road and extends approximately ¼-mile further north to the alignment of SW 100th Street, and then extends west from SW 49th Avenue to SW 62nd Avenue Road, with the main bodies of the properties located along the south side of the SW 100th Street alignment and approximately 1,000' west of SW 49th Avenue and approximately 1,000' east of SW 62nd Avenue Road.

Request

In November 2021, the Board of County Commissioners approved two (2) Planned Unit Developments (PUD – 211008Z and 211009Z) for two (2) properties along the south side of the alignment of SW 100th Street. The approvals required the Developer to

construct a segment of SW 100th Street to provide access for development and construction of each respective PUD as well as for the residential development and long-term use of the PUDs once they were completed. The construction of SW 100th Street will enable a connected street network allowing each PUD's traffic to disperse more effectively while providing alternative access for other adjoining subdivisions. Further, the construction is proposed to include a 12-foot wide multi-use trail along one side of the roadway to accommodate non-vehicular travel. The Developer is preparing plans for the SW 100th Street construction and is proposing a Development Agreement consistent with Chapter 163.3220-3243, F.S. to address the roadway construction and obtain impact fee credits, concurrency reservations, and proportionate share credits for the improvements based on the proposed traffic improvement and construction costs.

#	AGREEMENT	LDC
1	Definitions	Standardizes terms of the Agreement
2	Representations and Warranties	Obligations and requirements of the Parties
3	Development Uses Permitted	List of potential development as required by Chapter 163.3227, F.S.
4	Traffic Study	Identification of completed Study
5	Developer's Construction of Developer's Improvements	Listing of Developer design and construction obligations
6	Conveyance of Right-of-way (ROW)	Provisions for obtaining and conveying ROW
7	Impact Fee Credits	Provisions for addressing Credits for costs incurred per F.S. and LDC
8	Proportionate Share Mitigation	Provisions for recognition of proportionate share obligations and application of proposed project towards improvement obligations
9	Capacity Reservations	Provisions for reserving traffic capacities based on funds expended/contributed
10	Maintenance	Provisions to address maintenance of improvements
11	Force Majeure	Provisions to address reasonable delays
12	Acknowledgment Upon Compliance	Provides for recognition of completion of improvements
13	Development Permits Required	List of required permits per F.S.
14	Public Facilities	Summary of public facilities potentially affected
15	Additional Provisions	Reference to Agreement's F.S. status
16	General Provisions	Standard Agreement Terms regarding notices, etc. with 30-year duration.

Analysis

The proposed Agreement reflects the findings of a traffic study analyzing both PUDs and the study is an attached exhibit with the initial Agreement draft. The improvements to SW 100th Street include the road paving, a paved trail, and associated stormwater improvements along with improvements at the intersections with SW 49th Avenue and SW 62nd Avenue Road. To offset the construction costs, the Developer is seeking Transportation Impact Fee Credits for costs incurred. The findings of the traffic study determined no roadway level of service deficiencies will result from the PUDs, but an intersection level of service deficiency due to the PUDs is expected at the SW 49th Avenue & SW 95th Street intersection. Additionally, a signal will be required at the future SW 100th Street & SW 49th Avenue intersection upon buildout of the PUDs. As part of the Agreement, the Developer is proposing to address the intersection deficiency as part of a proportionate share contribution addressed in the Agreement.

	The construction of SW 100th Street is a requirement of the PUDs. The construction of the roadway will provide the major access to the PUDs, while also providing an additional access route for adjoining subdivisions that currently act as "cul-de-sacs" on SW 103rd Street Road. The traffic study determined a level of service deficiency is expected at the SW 103rd Street Road and SW 62nd Avenue Road intersection but that failure is due to current background traffic projections rather than the development of the PUDs. As such, the ability to access the new SW 100th Street segment from the existing adjoining subdivisions may be beneficial for conditions at that intersection. Additionally, the completion of SW 100th Street will complete a "grid" pattern to accommodate a uniform structured transportation network that provides the noted alternative access and dispersal of traffic. These aspects of the SW 100th Street completion correspond to Comprehensive Plan Future Land Use Element Policy 10.4.1 and 10.4.3; Transportation Element Policies 1.1.1-3, 1.1.1-6, 2.3.1, 2.3.2, 2.3.4, 2.3.5, 2.3.7, and 6.2.7, The construction of SW 100th Street is not a scheduled improvement in the County's current 5-Year Transportation Improvement Plan (5-Year TIP). County ordinances ordinarily require a project to be listed as part of the 5-Year TIP to be eligible for Impact Fee Credit; however, the Board may authorize such credits for projects outside the 5-Year TIP window if the proposed project is deemed to be an integral part of the major road network and the request obtains a super majority vote for approval (4 out of 5 votes). The County Engineer and Growth Services staff support the proposal for impact fee credit as the project will complete a "grid" pattern along a Section Line that will provide for traffic dispersal and an alternative means of access for some of the adjoining subdivisions that currently only access SW 103rd Street Road where a project intersection level of service failure is anticipated. County staff have reviewed the draft Agreement and provided comments to the Developer and Applicant who are currently preparing revisions. DRC Staff Comments are also attached for reference. The staff comments have been provided to the Developer's Attorney for the completion of revisions and resubmission of a revised Agreement. Staff anticipates the comments may be resolved in advance of the Board of County Commissioners' final consideration of the Agreement. **STAFF RECOMMENDATION: APPROVAL, PENDING FINAL REVISIONS** (EXPECTED PRIOR TO FINAL BOARD OF COUNTY COMMISSIONER CONSIDERATION) **P&Z RECOMMENDATION – 4/24/2023: TBD** **BOARD OF COUNTY COMMISSIONER ACTION: TBD** (est. 5/16/2023, 2:00 P.M.)

ATTACHMENTS:

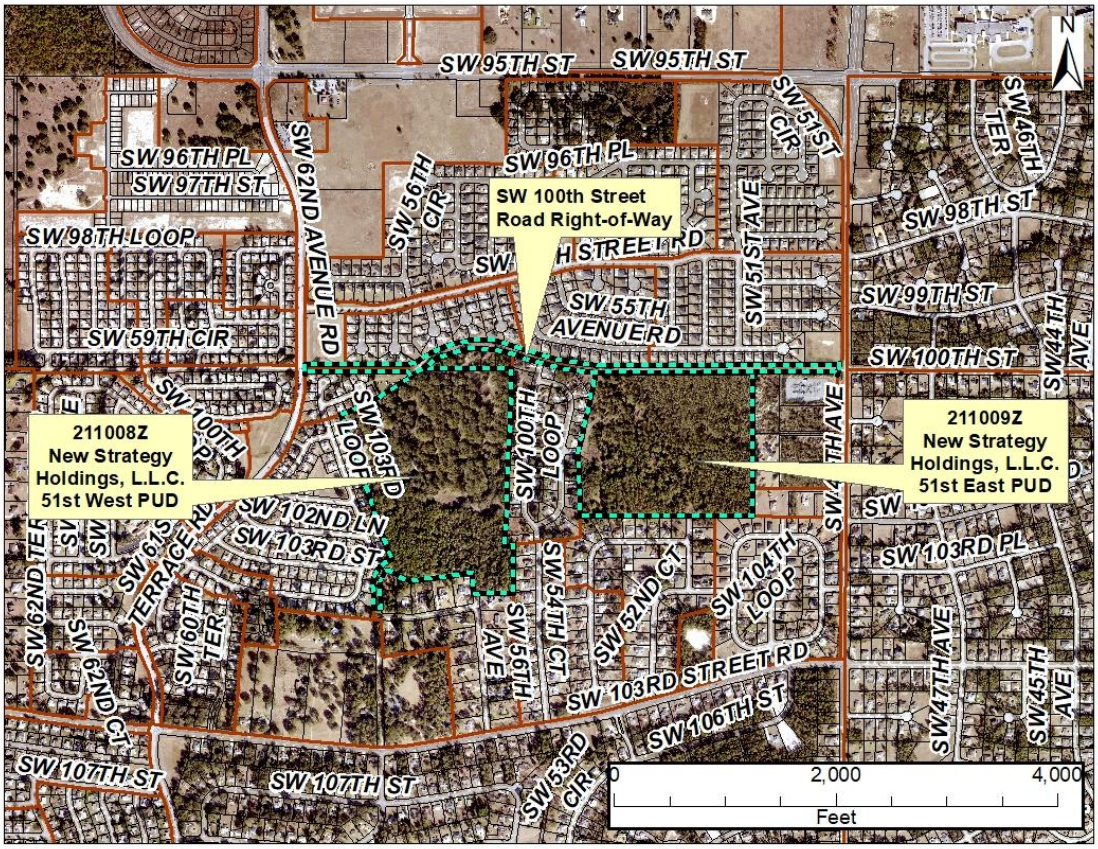
A. Draft Proposed Development Agreement,

B. Project Traffic Study,

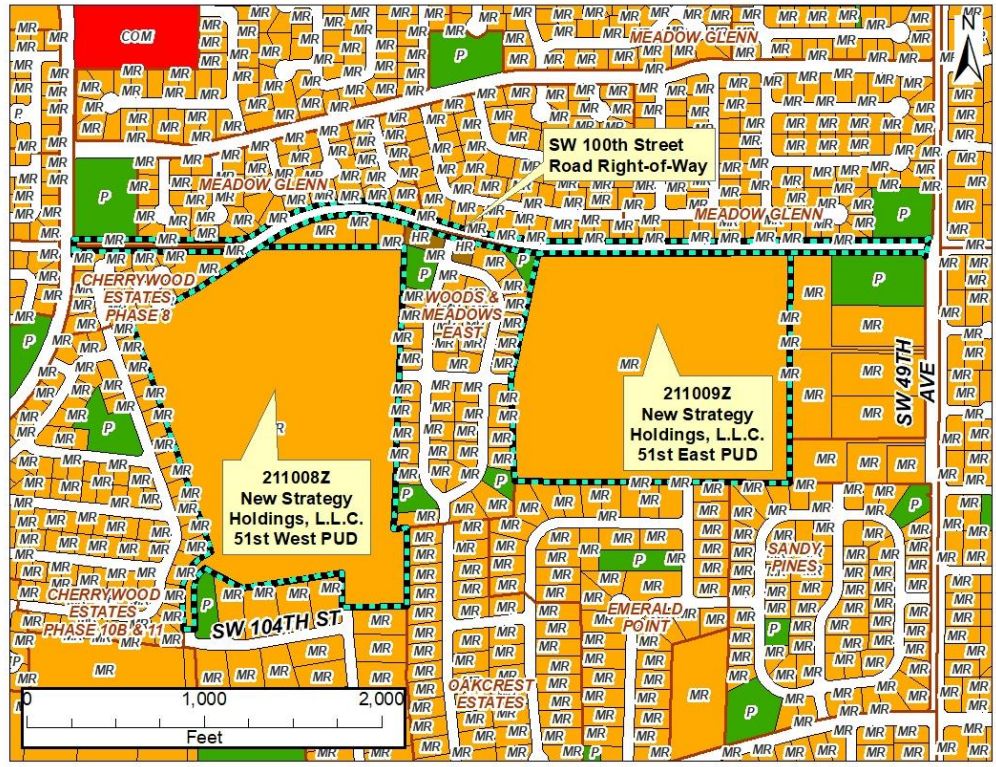
C. SW 100th Street PUD – EAST – Proposed Preliminary Plat in active review.
No plan has yet been filed related to the WEST PUD.

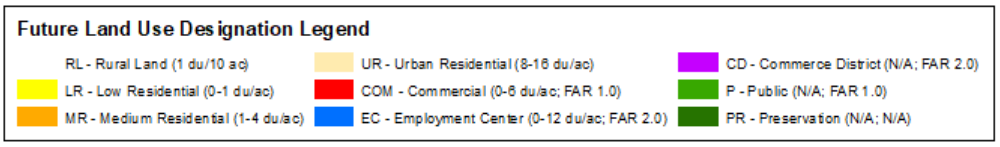
Aerial

Enlarged Aerial

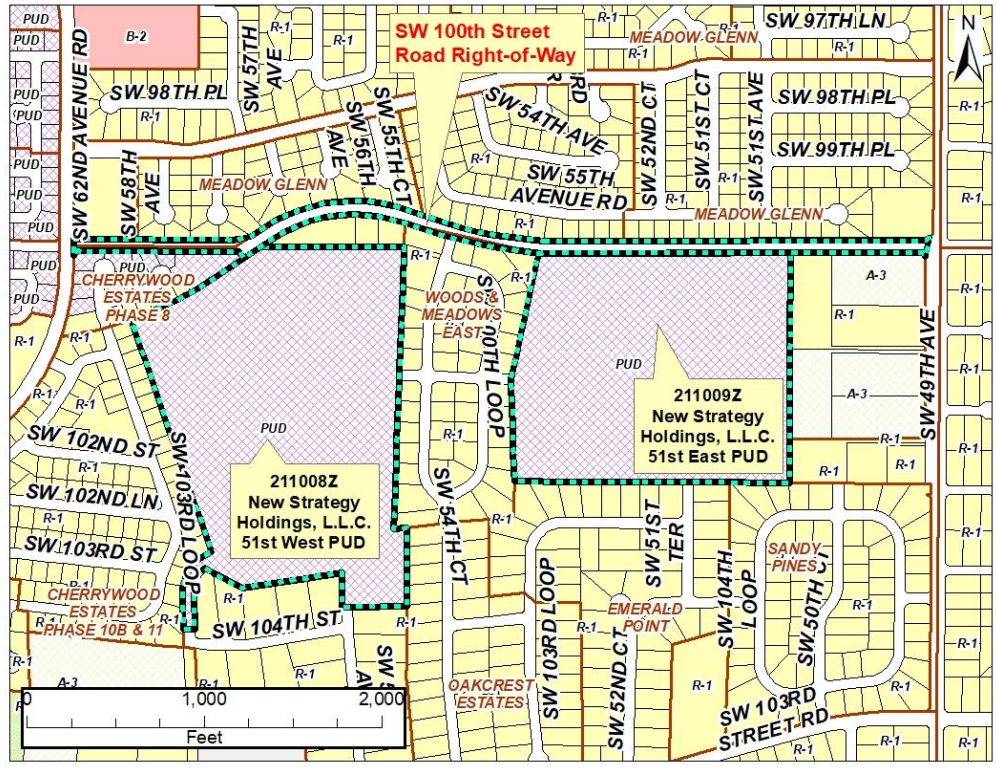


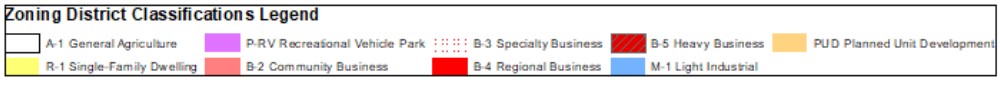
Existing Future Land Use Designations:





Existing Zoning





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

**DEVELOPMENT AGREEMENT CONCERNING
CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS,
FOR OCALA SW 100TH, LLC**

THIS DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR OCALA SW 100TH, LLC, is executed as of _____, 2023 (the "Effective Date") by and between:

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- Ocala SW 100th, LLC, a Florida limited liability company ("Developer").

WHEREAS:

A. Developer owns the Property[1] located in Marion County, Florida.

B. Developer has obtained the Approvals pursuant to which County approved a PUD zoning for the Property.

C. Developer intends to develop the Property as single-family residential communities as set forth in the PUD Approvals.

D. Vanasse Hangen Brustlin, Inc. ("VHB") has prepared a Traffic Study on behalf of Developer concerning the effect, on Transportation Facilities, of the development of the Property pursuant to the PUD Approvals.

E. Developer and County have agreed that additional new Transportation Facilities, upgrades to existing Transportation Facilities, or Proportionate Share Mitigation by Developer shall be constructed or paid, as applicable, to mitigate the impact on Transportation Facilities caused by future development of the Property, as well as to enhance County's transportation network.

F. Section 1.8.6.D(2)(a)3. of the County CMS provides that, if there is not adequate available capacity in one or more Transportation Facilities, a person may enter into a development agreement with the County which may include methods to provide the development's "proportionate share of additional capacity via proportionate share payments and/or improvements which eliminate and/or mitigate the development's proportionate share of deficiencies prior to the development project's impact, consistent with Ch. 163 F.S."

G. Section 10-323 of the County Impact Fee Ordinance provides for a developer to be provided with a credit against Impact Fees pursuant to a written impact fee credit agreement approved by the

[1] Terms capitalized in these Whereas paragraphs have the meaning set forth in paragraph 1 below.

County Commission for conveyances of ROW and construction or expansion of Transportation Facilities.

H. Developer is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance and Section 163.3180, Florida Statutes.

I. County has provided its Notice of Intent to consider entering in this Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on _____, and _____, and by mailing a copy of the Notice of Intent to owners, and to the persons and entities shown on the most recent Marion County tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

J. The Marion County Planning and Zoning Commission held a public hearing on _____, and the County Commission held a public hearing on _____, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Community Planning Act, and that the development contemplated and permitted by this Agreement is consistent with the Marion County Comprehensive Plan and County LDR.

K. Developer and County are entering into this Agreement pursuant to the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which are incorporated herein by reference), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions**. In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1. *100th Street Extension* – The extension of SW 100th Street between SW 62nd Avenue Road and SW 49th Avenue Road as set forth in greater detail in paragraph 5.2.1.

1.2. *Agreement* – This Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, For Ocala SW 100th, LLC, as the same may be subsequently amended, modified or supplemented.

1.3. *Community Planning Act* – Section 163.3161, *et seq.*, Florida Statutes (2022).

1.4. *Concept Plan* – A Concept Plan of one or more of the Developer Improvements as set forth in the attached **Exhibit B**.

1.5. *Construct* (regardless of whether the terms is capitalized) – When used in the context of the Developer Improvements: (a) the design, permitting and construction of the Developer Improvements; and (b) conveyance to County of all necessary ROW.

1.6. *Conveyance Standards* – The standards and terms for the conveyance of ROW (including conveyances of fee simple title or grants of easements), as set forth on the attached **Exhibit E**.

1.7. *Conveyed ROW* – ROW owned or hereafter acquired by Developer and conveyed to County in connection with any Developer Improvements or pursuant to this Agreement.

1.8. *County* – Marion County, Florida, a political subdivision of the State of Florida.

1.9. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.

1.10. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.11. *County Commission* – The Board of County Commissioners of Marion County, Florida.

1.12. *County Impact Fee Ordinance* – The "Marion County Impact Fee Ordinance for Transportation Facilities" as defined and codified in Division 2 of Article 10 of the County Code.

1.13. *County LDR* – The County's "Land Development Code," as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified or supplemented.

1.14. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.

1.15. *Credits* – Impact Fee Credits or credit against Proportionate Share Obligations.

1.16. *Deficient Facilities* – One or more Transportation Facilities for which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.

1.17. *Developer Improvements* – As set forth in paragraph 5.2.

1.18. *Developer Obligations* – The following obligations of Developer under this Agreement:

1.18.1. Construct the Developer Improvements.

1.18.2. Convey all Conveyed ROW.

1.19. *DRA* – One or more drainage retention areas constructed by Developer as part of the Stormwater Management Facilities. All DRAs will be Shared Facilities accommodating stormwater from the 100th Street Extension as well as development of the Property.

1.20. *Drainage Easement* – The easement to be granted by Developer to County as set forth in paragraph 6.2.2.

1.21. *Force Majeure* – As defined in paragraph 11.

1.22. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting

authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any Parcel thereof, all Developer Improvements which are the subject of this Agreement.

1.23. *Impact Fee Credits* – Credits against Impact Fees to be provided to Developer under this Agreement, including under paragraphs 8.2 and 7.

1.24. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code.

1.25. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2023, is January 15, 2024. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2023, is June 30, 2023.

1.26. *Parcel* or *Parcels* – A portion of the Property for which Developer or a Subsequent Owner seeks to undertake activities that constitute the Commencement of Development under this Agreement.

1.27. *Party* or *Parties* – As applicable, either Developer or County.

1.28. *Permits* – All permits necessary for the construction of the Developer Improvements.

1.29. *Plans* – The plans and specifications for the construction of the Developer Improvements, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.

1.30. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as single-family residential communities as contemplated under the terms of this Agreement and the PUD Approvals. The term "Project" shall include all design, permitting and construction of infrastructure including on-site Transportation Facilities; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Developer and County pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.31. *Project Engineer* – The engineering firm or firms retained by Developer to design, permit or perform other obligations of Developer hereunder concerning Developer Improvements to be performed by Developer hereunder. As of the Effective Date, Michael W. Radcliffe Engineering, Inc. ("Radcliffe Engineering") is the Project Engineer.

1.32. *Property* – The real properties owned by Developer located in Marion County, Florida, and described on attached **Exhibit A**, and consisting of two parcels:

1.32.1. *West Parcel* – The real property owned by Developer and described under the heading of *West Parcel* on the attached **Exhibit A** with Marion County Tax Parcel ID #: 35695-011-01.

1.32.2. *East Parcel* – The real property owned by Developer and described under the heading of *East Parcel* on the attached **Exhibit A** with Marion County Tax Parcel ID #: 35695-033-00.

1.33. *Proportionate Share Mitigation* – The payments to be made, or other activities to be performed, by Developer pursuant to paragraph 5.

1.34. *PUD Approvals* – One or more of the following:

1.34.1. *Western Approval* – The approval of the Planned Unit Development by Marion County under Application No.: 211008Z.

1.34.2. *Eastern Approval* – The approval of the Planned Unit Development by Marion County under Application No.: 211009Z.

1.35. *PUD Plan* – The PUD Plans approved by County as part of the PUD Approvals.

1.36. *Reservation of Capacity* or *Reserved Capacity* or *Capacity Reservation* – The reservation of Trips to Developer as set forth in paragraph 9.

1.37. *Reserved Trips* – The number of Trips reserved by Developer as set forth in paragraph 9.1.

1.38. *ROW* – The right-of-way required for Developer Improvements which are the subject of this Agreement, including all land required for Stormwater Management Facilities for the Developer Improvements, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair and operation of the applicable Transportation Facilities.

1.39. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Stormwater Management Facilities.

1.40. *Stormwater Management Facilities* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and Stormwater Management Facilities which provide stormwater management for all Developer Improvements which will be constructed pursuant to the terms of this Agreement. The Stormwater Management Facilities shall comply with the design, construction and operational requirements of the Water Management District and (as applicable) County, and may be designated and constructed to operate as shared facilities.

1.41. *Subsequent Owners* – A successor in title to Developer or to the other current owners of the Property or any Parcel thereof.

1.42. *Substantial Completion* – Substantial completion of the Developer Improvements as evidenced by a certificate from the Project Engineer certifying that the Developer Improvements have been constructed pursuant to the approved Plans and any Permits therefor, and County's acceptance of the Developer Improvements.

1.43. *Traffic Study* – The Traffic Study prepared by VHB regarding the Property (identified in the Traffic Study as *Ocala SW 100th PUD* dated September, 2022, assessing the impact on Transportation Facilities of the development of the Property. The Traffic Study was developed pursuant to a methodology approved by County and the Traffic Study has been reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.44. *Transportation Facilities* – All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

1.45. *Trip* or *Project Trip* – A vehicle trip generated by the development of a Parcel measured in terms of net new external PM peak hour vehicle trip generation.

1.46. *Water Management District* or *District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and Stormwater Management Facilities, and Stormwater Management Facilities, for the Property and for all Transportation Facilities to be constructed or improved under the terms of this Agreement.

2. **Representations and Warranties**. As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1. Developer's Representations and Warranties. Developer represents and warrants to County that:

2.1.1. Developer is a validly organized and existing limited liability company, in good standing under the laws of the State of Florida, authorized to transact business in the State of Florida.

2.1.2. Developer is the owner of the Property.

2.1.3. Developer has the authority to enter into this Agreement.

2.1.4. Developer has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Developer the obligations of Developer hereunder shall be valid and binding obligations of Developer.

2.1.5. The individual executing this Agreement on behalf of Developer or its duly authorized representative for Developer, is authorized to execute this Agreement.

2.1.6. Upon the execution and delivery of this Agreement by Developer, the obligations of Developer shall be valid and binding obligations of Developer.

2.1.7. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, court order, judgment, or the governing documents of Developer.

2.2. County Representations and Warranties. County represents and warrants to Developer that:

2.2.1. Developer is entitled to reserve the Reserved Trips as set forth in paragraph 9.1.

2.2.2. The actions by County hereunder are consistent with the terms and provisions of the County's Comprehensive Plan, County Code and County LDR.

2.2.3. County has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.4. Upon the execution and delivery of this Agreement by County, the obligations of County shall be valid and binding obligations of County.

2.2.5. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the County LDR of any agreement, covenant, court order or judgment to which County is a party.

3. **Development Uses Permitted**.

3.1. The Western Approval permits up to 222 single-family detached dwelling units and accompanying accessory amenities (e.g., clubhouses, pool, sport field, open space with trail).

3.2. The Eastern Approval permits up to 180 single-family detached dwelling units and accompanying accessory amenities (e.g., clubhouse, pool, sport field, open space with trail).

4. **Traffic Study**. The Traffic Study has been: (a) prepared in accordance with a methodology agreed to by County, and (b) reviewed, approved and accepted by County. The Traffic Study evaluates long-term transportation needs within the agreed study area described therein. The Traffic Study projected impact on off-site public Transportation Facilities resulting from the development of the Project through full build-out of the Project, with a projected final build-out date of 2024.

5. **Developer's Construction of Developer Improvements**.

5.1. Generally. Developer shall construct the Developer Improvements, at Developer's sole expense, but subject to Credits as set forth in this Agreement.

5.2. Developer Improvements. The Developer Improvements consist of the following:

5.2.1. 100th Extension – The extension of SW 100th Street between SW 62nd Avenue Road and SW 49th Avenue Road. The 100th Extension shall be constructed as a two-lane road, a 12 foot wide multi-modal path, and no median in approximately the location set forth on the Concept Plan. Attached hereto as **Exhibit C** is a drawing of a typical section of the 100th Street Extension.

5.2.2. Stormwater Management Facilities – The construction of all Stormwater Management Facilities for the 100th Extension including all DRAs to accommodate stormwater from the 100th Extension and conveyance facilities to

convey stormwater from the 100th Extension to the DRAs. Attached hereto as **Exhibit D** is a drainage plan showing the approximate locations of the DRAs to be constructed on the Property, some of which shall be used to accommodate stormwater from the 100th Extension.

5.3. Design and Permitting.

5.3.1. Developer shall, at its sole cost and expense, design and permit the Developer Improvements.

5.3.2. Developer 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 Developer Improvements.

5.3.3. Developer shall obtain all Permits necessary for the construction of the Developer Improvements. County consents to such Permits being in the name of County and/or Developer, and County shall cooperate with Developer in connection with the permitting process.

5.4. Schedule of Developer Improvements.

5.4.1. Developer shall complete the design and permitting of the Developer Improvements within nine (9) months after the Effective Date of this Agreement.

5.4.2. Developer shall commence construction of the Developer Improvements within two (2) months after issuance of all Permits for the Developer Improvements.

5.4.3. Developer shall cause Substantial Completion of the Developer Improvements within sixteen (16) months after the commencement of construction.

5.5. Conditions to Obligation to Construct Certain Developer Improvements.

5.5.1. Developer's obligation to construct the 100th Extension is conditioned upon the following:

5.5.1.1. County approval of the construction of the 100th Extension and/or any other Governmental Authorities with jurisdiction over such Developer Improvements. Developer shall use good faith efforts to obtain such approval; and

5.5.1.2. The determination by the Project Engineer that either of the following (the "ROW Condition") exists: (a) County owns sufficient ROW for the 100th Extension (except for additional ROW located on the Property which will be conveyed by Developer to County pursuant to paragraph 6); or (b) if the County does not own all such ROW, ROW may be obtained by County acquiring the necessary ROW (by purchase, donation or condemnation). County shall use good faith efforts to acquire any necessary ROW from third parties in order for the ROW Condition to occur and shall, if necessary, condemn such ROW. In connection with the foregoing, County acknowledges and

agrees that the acquisition of such ROW is for a valid public purpose. In the event that County is required to condemn such ROW, County and Developer shall amend this Agreement to extend the time for Developer to construct the 100th Extension.

5.5.2. If any condition set forth in paragraph 5.5.1 does not occur:

5.5.2.1. Developer may extend the time period for it to complete the 100th Extension for which the condition does not occur by a reasonable time in order to accomplish such condition.

5.5.2.2. If Developer determines, in its reasonable discretion, that any such condition is unlikely to occur during such extension period, Developer's obligation to construct portion of the 100th Extension for which the condition has not occurred shall be deemed terminated. Such termination shall concern only portions of the 100th Extension as to which a condition has not occurred, and Developer shall remain obligated to construct all such other portions of the 100th Extension unless Developer and County determine, in the exercise of their reasonable discretion, that the construction of such other portions would not accomplish the public purpose for which they are planned, in light of the portions not being constructed. Developer shall nonetheless be entitled to Impact Fee Credits for any costs incurred by Developer in designing and permitting the portions of the 100th Extension for which the condition has not occurred.

6. **Conveyance of ROW**.

6.1. Within forty-five (45) days after Substantial Completion of the Developer Improvements, Developer shall provide to County "as-built" Surveys for the completed Developer Improvements. Within forty-five (45) days thereafter, Developer shall convey to County any ROW on real property owned by Developer and not currently owned by County.

6.2. As of the Effective Date of this Agreement, the parties anticipate that the following ROW (the "Conveyed ROW") may or will be conveyed to County:

6.2.1. Fee simple title to real property owned by Developer and contiguous to the proposed ROW for the 100th Extension.

6.2.2. A drainage easement ("Drainage Easement") encumbering real property owned by Developer for the Stormwater Management Facilities constructed by Developer on the Property to accommodate stormwater from the 100th Extension. There will be two (2) types of Drainage Easements:

6.2.2.1. A Drainage Easement (the "Conveyance Easement") for the conveyance of stormwater from the 100th Extension to the DRAs.

6.2.2.2. A Drainage Easement (the "Storage Easement") permitting the storage of stormwater from the 100th Extension in the DRAs.

6.3. The Conveyed ROW will be conveyed to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

6.4. Such conveyance shall be pursuant to the Conveyance Standards.

7. **Impact Fee Credits**.

7.1. Generally.

7.1.1. Developer is entitled to credits ("Impact Fee Credits") against the Impact Fee imposed by Section 10-322 of the County Impact Fee Ordinance pursuant to this Agreement and the following provisions of this paragraph 7.

7.1.2. This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.

7.2. Amount of Impact Fee Credits.

7.2.1. Developer shall be entitled to Impact Fee Credits for all Proportionate Share Mitigation upon receipt of payment by County or performance by Developer of its other Proportionate Share Mitigation requirements.

7.2.2. Developer shall be entitled to Impact Fee Credits for the Conveyed ROW and Developer Improvements calculated as follows:

7.2.2.1. *Developer Improvement*. For the cost of the 100th Street Extension, Developer shall be entitled to Impact Fee Credits pursuant to Section 10-323(d)(2) of the County Impact Fee Ordinance.

7.2.2.2. *Conveyed ROW*.

a. For any ROW conveyed in fee simple for the 100th Street Extension, Impact Fee Credits calculated pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance.

b. For any Conveyed ROW representing Drainage Easements:

1) For Conveyance Easements, Impact Fee Credits in the amount of one-half of the amount determined pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance.

2) For Storage Easements, Impact Fee Credits calculated as follows: (a) the square footage value of the portion of the Property upon which each DRA is located as determined by the County-accepted appraisal prepared pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance; multiplied by (b) the percentage that the quantity of stormwater permitted to be conveyed into such DRA by County from the 100th Extension bears to the total permitted capacity of such DRA.

7.3. Duration of Impact Fee Credits. Developer shall be entitled to the Impact Fee Credits arising under this Agreement, or that Developer has prior to the Effective Date of this Agreement, all of which Credits shall expire twenty (20) years from the effective date of this Agreement. For purposes of this paragraph, the Impact Fee Credits shall be considered used on a first in, first out, basis.

7.4. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:

7.4.1. All Developer Improvements or Conveyed ROW under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a ROW, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Developer hereunder) including whether or not they are subsequently transferred to another governmental entity.

7.4.2. Developer shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Developer Improvements. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.

7.4.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until the Project is either completed or all Impact Fee Credits are exhausted or no longer available.

7.4.4. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties, including, without limitation, Subsequent Owners.

7.4.5. County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of Developer, provide to Developer the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.

7.4.6. County and Developer shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.

7.4.7. This Agreement may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing, any owner of a Parcel which has been developed as contemplated by this Agreement and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.

7.4.8. Developer shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.

7.4.9. This Agreement establishes the time frame when the Impact Fee Credits become available.

7.4.10. Except where this Agreement contains a different deadline, all Conveyed ROW shall be dedicated or conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of an Intersection Improvement shall be deemed paid when the Improvement is completed and accepted by the County for maintenance.

7.4.11. The Impact Fee Credits granted under this Agreement are for construction or contributions made to the major road network system to accommodate growth within the respected road construction district under the County Impact Fee Ordinance where the impact generating land development activity is located.

7.4.12. The Impact Fee Credits shall run with Developer and may be assigned to other developments, regardless of ownership, within the same road construction district under the County Impact Fee Ordinance.

7.4.13. As the Developer Improvements were not an integral part of the major road network system which was scheduled for construction in the five (5) year County TIP or any municipal CIP, this Agreement has been approved by a super-majority vote of the County Commission.

8. **Proportionate Share Mitigation**.

8.1. Proportionate Share Mitigation.

8.1.1. The Traffic Study identified Roadway Segments and Intersections which are projected to constitute Deficient Facilities on the build-out of the Project in calendar year 2024 or other improvements necessary to benefit the County Transportation System (i.e., the "100th Extension").

8.1.2. Specifically, the Traffic Study identified the following Transportation Facilities that constitute Deficient Facilities that would ordinarily be mitigated through payment of money (except for paragraph 8.1.6.3):

8.1.2.1. Adding a 200 foot exclusive right-turn lane for eastbound traffic approaching the intersection of SW 62nd Avenue and SW 103rd Street Road, with the existing lane shared between left and thru movements.

8.1.2.2. Overlap phase to be added to the eastbound right movement, to coincide with the protected northbound left movement, at the signalized intersection of SW 49th Avenue and SW 95th Street.

8.1.2.3. Construction of a traffic signal at the intersection of 100th Street and SW 49th Avenue.

8.1.2.4. Extension of left-turn lane for northbound traffic at intersection of SW 49th Avenue and SW 103rd Street Road.

8.1.3. Under the provisions of Sections 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS, an acceptable method for Developer to mitigate transportation impacts is to pay or perform Proportionate Share Mitigation pursuant this Agreement.

8.1.4. Attached hereto as **Exhibit D** is a spreadsheet that County and Developer agree accurately calculates Developer's Proportionate Share Mitigation payment due to mitigate the Deficient Facilities referred to in paragraph 8.1.2, such amount being $_____.

8.1.5. The Developer Improvements satisfy the requirements of Section 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS for proportionate share mitigation and are the subject of Developer's obligation to pay or perform Proportionate Share Mitigation.

8.1.6. Developer shall pay, or perform other obligations set forth below, to provide such Proportionate Share Mitigation to County:

8.1.6.1. Developer shall construct the Developer Improvements, for which Developer shall receive a credit against the Proportionate Share Mitigation, which credit shall be calculated using the same formula for Impact Fee Credits as set forth in paragraph 7.2.2.1.

8.1.6.2. Developer shall convey ROW pursuant to paragraph 6, for which Developer shall receive a credit against the Proportionate Share Mitigation, which credit shall be calculated using the same formula for Impact Fee Credits as set forth in paragraph 7.2.2.2.

8.1.6.3. Developer and County have estimated that the anticipated cost of the Developer Improvements shall exceed the Proportionate Share Mitigation payment due from Developer set forth in paragraph 8.1.4. Therefore, provided that Developer performs the Developer Improvements, Developer shall have satisfied its Proportionate Share Mitigation Obligations, and County and Developer shall execute a separate instrument (which may be in the form of an amendment to this Agreement or a separate instrument executed by the County Representative and Developer) acknowledging that Developer has no remaining Proportionate Share Mitigation Obligations.

8.2. Impact Fee Credits for Proportionate Share Mitigation. County acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Developer is entitled to a credit for Proportionate Share Mitigation (regardless of whether paid in cash, by the performance of Developer Improvements, or by the conveyance of ROW) on a dollar-for-dollar basis against impact fees, mobility fees or other transportation concurrency mitigation requirements paid or payable following the Effective Date with respect to the Project. Therefore, Developer is entitled to Impact Fee Credits pursuant to paragraph 7.

9. **Capacity Reservations**.

9.1. Reservation of Capacity. In consideration for Developer's obligations under this Agreement, there is reserved in favor of Developer and for the benefit of the Property, Reserved Trips for the development program specified in paragraph 3 in the amount of 351 Trips.

9.2. Concurrency Determination. Simultaneous with the execution of this Agreement, County will issue to Developer, for the benefit of Developer, a concurrency determination in accordance with the procedures of County's CMS. The issuance of such concurrency determination shall not preclude County from pursuing remedies under other provisions of this Agreement (including paragraph 16.4.4) upon a default by Developer hereunder.

9.3. Capacity Reservation Fees.

9.3.1. Pursuant to Section 1.8.6.E of the County CMS, capacity reservation fees ("Capacity Reservation Fees") are calculated pursuant to the County Impact Fee Ordinance and the payment for which is divided into two stages as follows:

9.3.1.1. 50% at Concurrency Approval.

9.3.1.2. 50% at the issuance of a Certificate of Occupancy for any building, or its equivalent.

9.3.2. Developer and County have estimated that the cost of the Developer Improvements, and the value of Conveyed ROW to be contributed by the Developer in connection therewith, is in excess of the estimated Capacity Reservation fee set forth in paragraph 9.3.1.1 above. Therefore, County agrees that Developer shall not be required to pay the Concurrency Reservation Fees set forth in paragraph 9.3.1.1. Nothing set forth herein shall relieve Developer from paying the amount owed under paragraph 9.3.1.2 (subject to available Impact Fee Credits under this Agreement).

9.4. Term of Reservation. The reservation of capacity granted to Developer by County as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on the expiration of the term of this Agreement under paragraph 16.15.

10. **Maintenance**.

10.1. Following construction of the Developer Improvements and County's acceptance thereof:

10.1.1. County shall maintain all of the Developer Improvements other than the Stormwater Management Facilities into which stormwater from the 100th Extension is conveyed.

10.1.2. Developer shall maintain the Stormwater Management Facilities from which stormwater from the 100th Extension is conveyed.

10.2. POA.

10.2.1. In connection with its development of the Property, Developer may form a validly organized Florida not-for-profit corporation as a property owners' association, or

if Developer develops the Property pursuant to a community development district under Chapter 190, Florida Statutes, Developer may form a community development district (such property owners' property association or community development district is referred to as the "POA"), provided that all the following conditions are satisfied:

10.2.1.1. The POA is formed for the specific purpose of owning and maintaining common elements for the development of the Property, including the Stormwater Management Facilities which are the subject matter of this Agreement.

10.2.1.2. The POA is granted the authority to own, maintain and operate the Stormwater Management Facilities by a Declaration recorded in the Public Records of Marion County, Florida.

10.2.1.3. The POA is empowered under the terms of any recorded Declaration to collect assessments from all or some of the owners of units located on the Property for the purpose of providing funds necessary for the maintenance and operation of the Stormwater Management Facilities which are the subject of this Agreement.

10.2.2. Developer shall have the right to convey to the POA fee simple title to the Stormwater Management Facilities. The POA shall have the right to assume the operation, repair, and maintenance obligations of Developer with respect to the Stormwater Management Facilities, and Developer shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance and repair of the Stormwater Management Facilities. The conveyance of the Stormwater Management Facilities, assumption of the maintenance obligations of Developer by the POA, and the release of Developer shall be completed in accordance with the following provisions:

10.2.2.1. Simultaneous with the conveyance of the Stormwater Management Facilities to the POA, Developer and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Developer's obligations under this Agreement with respect to the Stormwater Management Facilities. A copy of the recorded Assumption Agreement shall be provided to County and to the District promptly after its recordation.

10.2.2.2. Upon completion of the procedures set forth above, Developer and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Stormwater Permit modified to be the POA, subject to any required review and approval by the District or County.

10.2.2.3. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Developer with respect to the Stormwater

Management Facilities, notwithstanding whether the designated permitee of the Stormwater Permit has been modified to the POA.

11. **Force Majeure**.

11.1. "Force Majeure" means causes that: (a) are beyond the reasonable control of a party (the "Delayed Party"); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, flood, fire, explosions, tornado or hurricane, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which be exercise of Due Diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."

11.2. If Developer is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.

11.3. If Developer is so delayed, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. Developer shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

12. **Acknowledgement Upon Completion**. Upon Developer's completion of the Developer Improvements, County shall execute and deliver to Developer a recordable instrument acknowledging such completion. Such instrument may be executed by County Representative on behalf of County.

13. **Development Permits Required**.

13.1. Local Development Permits. The local development permits approved or needed to be approved for the development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS[2]	STATUS
PUD Approvals	Issued

[2] Some of the Permits or Approvals identified herein may be issued multiple times as portions of the Property are developed.

Issuance of Certificate of Concurrency regarding traffic concurrency, by County	Pending[3]
Water Management District Environmental Resource Permit (Stormwater) ("Project")	TBAF[4]
FDEP Permit – extension of County potable water system	TBAF
FDEP Permit – extension of County wastewater system	TBAF
County – Approval of Master PUD Plan (one for Western Parcel and the other for Eastern Parcel)	Under County Review
County – Preliminary Plat approval	TBAF
County – Subdivision Improvements Plan approval (one for East Parcel and the other for the West Parcel)	TBAF
County – Plat approval – Plat(s) of Property or Parcels thereof[5] (one for East Parcel and the other for the West Parcel)	TBAF
County – Approval of plans for 100th Extension	TBAF

13.2. Additional Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Developer or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

13.3. Additional Conditions. County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Developer and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

14. **Public Facilities**. The public facilities ("Public Facilities") that will service the Project, the person or entity who shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

14.1. Transportation Facilities. The Transportation Facilities that will serve the Project are as set forth in the Traffic Study. Developer shall construct Developer Improvements pursuant to paragraph 5, convey ROW pursuant to paragraph 6 and otherwise provide Proportionate Share Mitigation pursuant to this Agreement.

14.2. Potable Water. Potable water services for the portions of the Project for which central water services are required are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for the development of part of the Project and will construct additional facilities for the remainder of the Project.

14.3. Wastewater. Wastewater services are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for the development of part of the Project and will construct additional facilities for the remainder of the Project.

[3] To be issued upon approval of this Agreement.
[4] "TBAF" stands for "To be applied for."
[5] There may be multiple plans and or plats of the Property.

14.4. Solid Waste Collection. Solid waste collection for the Property will be provided pursuant to the County Code by the County or a private contractor with a franchise from County. County or its franchise contractors currently have sufficient capacity, unreserved, to provide solid waste collection services for the Project.

14.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

14.5.1. Elementary School – Hammett Bowen Jr. Elementary School

14.5.2. Middle School – Liberty Middle School

14.5.3. High School – West Port High School.

14.6. Recreational Facilities. The Property is served by the following public recreational facilities:

14.6.1. Liberty County Park is approximately 1 mile away.

14.6.2. The Greenway is approximately two miles away.

14.6.3. Independence Park is approximately 2.2 miles away.

14.6.4. Cherrywood Country Club is approximately 1.8 miles away.

14.6.5. Royal Oak Golf Club is approximately 2.7 miles away.

14.7. Health Systems and Facilities.

14.7.1. HCA Florida West Marion Hospital is located approximately 7 miles from the Property.

14.7.2. AdventHealth Ocala and HCA Florida Ocala Hospital are located approximately 12.3 miles from the Property.

15. **Additional Provisions**.

15.1. Adopted Pursuant to Florida Local Government Development Agreement Act. This Agreement has been adopted pursuant to the "Florida Local Government Development Agreement Act" (codified at Sections 163.3220 through 163.3243, Florida Statutes (2022)).

15.2. Performance On Behalf Of Developer. County agrees that any obligation of Developer to construct any Developer Improvements hereunder may be performed by or on behalf of Developer by third parties under contract with Developer, and such improvement shall be deemed performed by Developer hereunder.

16. **General Provisions**.

16.1. Notices.

16.1.1. 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:

16.1.1.1. If to County: County Engineer H. Elton Holland, P.E., 412 SE 25th Avenue, Ocala, FL 34471; email: elton.holland@marionfl.org.

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

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

16.1.1.2. If to Developer: Attn: Ocala SW 100th, LLC, 4912 Turnbury Wood Drive, Tampa, FL 33647; email: dawsonransome@newstrategyholdings.com;

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

16.1.2. Each such Communication shall be deemed delivered:

16.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

16.1.2.2. On the date of email transmission if by email (subject to paragraph 16.1.5); and

16.1.2.3. 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.

16.1.2.4. 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.

16.1.3. 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.

16.1.4. 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.

16.1.5. Concerning Communications sent by email:

16.1.5.1. 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;

16.1.5.2. 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;

16.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

16.1.5.4. 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

16.1.5.5. 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.

16.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer, County 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 Party, no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

16.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to County, as applicable. 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.

16.4. Default Provisions.

16.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

16.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

16.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy (including, without limitation, an action under Section 163.3243, Florida Statutes) arising out of a default under this Agreement

until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

16.4.4. In the event of a material default (as defined under Florida law) by Developer with respect to their obligations to County under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to County under the terms of this Agreement, County shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured.

16.4.4.1. If Developer has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third-Party Parcel"), the default of Developer is not with respect to, or does not impact Developer's obligations regarding, a Third-Party Parcel, and, prior to the conveyance, Developer obtained an Estoppel Statement from County under paragraph 16.5 acknowledging that there are no defaults by Developer under this Agreement, the right of County to withhold permits upon a default by Developer shall not extend to County permits pending or to be issued with respect to a successor owner of the Third-Party Parcel.

16.4.4.2. The Parties agree that failure of Developer to timely pay any Proportionate Share Mitigation owed under the provisions of this Agreement does not constitute a default with respect to, or impacting Developer's obligations regarding, a Third-Party Parcel, if, prior to the date that Developer conveyed the Third-Party Parcel, Developer obtained an Estoppel Statement pursuant to paragraph 16.5 acknowledging that Developer is not in default under its obligation to pay any Proportionate Share Mitigation. Therefore, County may not withhold permits for such Third-Party Parcel based on such non-payment.

16.5. Estoppel Statements.

16.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an estoppel statement ("Estoppel Statement") stating:

16.5.1.1. Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

16.5.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

16.5.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

16.5.1.4. That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

16.5.1.5. That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

16.5.2. Such Estoppel Statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

16.5.3. The Estoppel Statement shall be provided at no charge to the requesting party except that County may charge a reasonable fee (currently established at $300.00) if Developer or a Subsequent Owner requests an Estoppel Statement.

16.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

16.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

16.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

16.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable by a court of competent

jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

16.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.

16.11. Successors and Assigns.

16.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

16.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

16.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

16.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

16.14. Amendment of Agreement. 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.

16.15. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date.

16.16. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

16.16.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

16.16.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

16.16.3. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”

16.16.4. The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement.

16.16.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

16.16.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

16.17. Time.

16.17.1. Time is of the essence of all of the provisions and terms of this Agreement.

16.17.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

16.17.3. 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.

16.17.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 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 or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

16.18. Exhibits.

16.18.1. The Exhibits attached to this Agreement are as follows:

16.18.1.1. **Exhibit A** – Property

16.18.1.2. **Exhibit B** – Concept Plan

16.18.1.3. **Exhibit C** – Conveyance Standards

16.18.1.4. **Exhibit D** – Proportionate Share Analysis

16.19. Effective Date. This Agreement shall become effective upon the recording of the fully executed Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes.

16.20. Entire Understanding. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE the Parties have executed this Agreement as of the Effective Date.

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SIGNATURES START ON NEXT PAGE

COUNTY

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

By: _____
Craig Curry as Chair

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

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Craig Curry, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of County.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

DEVELOPER

Ocala SW 100th, LLC, a Florida limited liability company

By: _____
Joseph Tabshe as Manager

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Joseph Tabshe as Manager of Ocala SW 100th, LLC, a Florida limited liability company, on behalf of such company.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A
PROPERTY

Eastern Parcel #: 35695-033-00

Commencing at the Northeast corner of Section 28, Township 16 South, Range 21 East, Marion County, Florida, thence go along the East line of said Section 28, S.00°36'37"W., a distance of 40.00 feet; thence go along the South right of way line of Belmont Blvd, N.89°47'13"W., a distance of 828.31 feet to the POINT OF BEGINNING; thence continue along said South right of way line N.89°47'13"W., a distance of 1274.02 feet to a point of curve concave Northwesterly having a radius of 2440.00 feet, a central angle of 3°24'13" and an arc distance of 144.95 feet; thence leaving said South right of way line S.12°19'53"W., a distance of 725.71 feet; thence S.00°36'37"W., a distance of 575.17 feet; thence S.89°23'23"E., a distance of 1564.30 feet; thence N.00°36'37"E., a distance of 1291.33 feet to the POINT OF BEGINNING.

Western Parcel #: 35695-011-01

Commencing at the N.E. corner of Section 28, Township 16 South, Range 21 East, Marion County, Florida, go thence along the centerline of Belmont Boulevard N.89 degrees 47'13"W. a distance of 2102.61 feet to a point; thence by a curve concave to the North having a radius of 2400 feet and a central angle of 21 degrees 35'51" thru an arc distance of 904.67 feet to a point; thence go S.21 degrees 48'38"W. a distance of 40.00 feet to a point on the South right of way line of Belmont Blvd., also the Point of Beginning; said point also being the N.W. corner of the property described in Official Records Book 955, at Page 613; thence leaving said South right of way line go S.02 degrees 13'58"W. a distance of 1722.72 feet to a point; thence N.83 degrees 50'00"E. a distance of 62.14 feet to a point at the N.W. corner of the property described in Official Records Book 908, Page 557, thence S.00 degrees 36'37"W. a distance of 442.31 feet to a point on the Northerly boundary of Alejandria Estates, as recorded in Plat Book 1, Pages 13-14; thence N.89 degrees 23'23"W. along said Northerly boundary of Alejandria Estates 365.67 feet to a point; thence N.00 degrees 44'15"W. along said Northerly boundary of Alejandria Estates 190.76 feet to a point; thence S.81 degrees 46'49"W. along said Northerly boundary of Alejandria Estates 565.89 feet to a point; thence N.62 degrees 07'27"W. along said Northerly boundary of Alejandria Estates 240.00 feet to a point; thence continue along said Northerly boundary of Alejandria Estates by a curve concave to the East, having a radius of 186.99 feet, a central angle of 51 degrees 30'00" and thru an arc distance of 168.07 feet to a point; said point being the point of tangency of said curve; thence S.01 degrees 30'00"E. along the West boundary of aforesaid Alejandria Estates 198.05 feet; thence S.88 degrees 30'00"W. along said Northerly boundary of Alejandria Estates 60.00 feet to a point; thence N.01 degrees 30'00"W. a distance of 198.05 feet to a point; thence by a curve concave to the East having a radius of 246.99 feet, a central angle of 72 degrees 27'4" and thru and arc distance of 312.39 feet to a point; thence N.19 degrees 02'19"W. a distance of 1387.37 feet to a point; said point being on the South right of way line of Belmont Blvd.; thence go along said South right of way line of Belmont Blvd. by a curve concave to the North having a radius of 2040 feet, a central angle of 14 degrees 54'01" and thru an arc distance of 530.52 feet to a point; thence N.56 degrees 03'40"E. a distance of 377.76 feet to a point; thence by a curve concave to the South having a radius of 835.00 feet, a central angle of 55 degrees 44'58" and thru an arc distance of 812.46 feet to the Point of Beginning.
Except any portion of the above described land lying in Section 21, Township 16 South, Range 21 East.

EXHIBIT B
CONCEPT PLAN

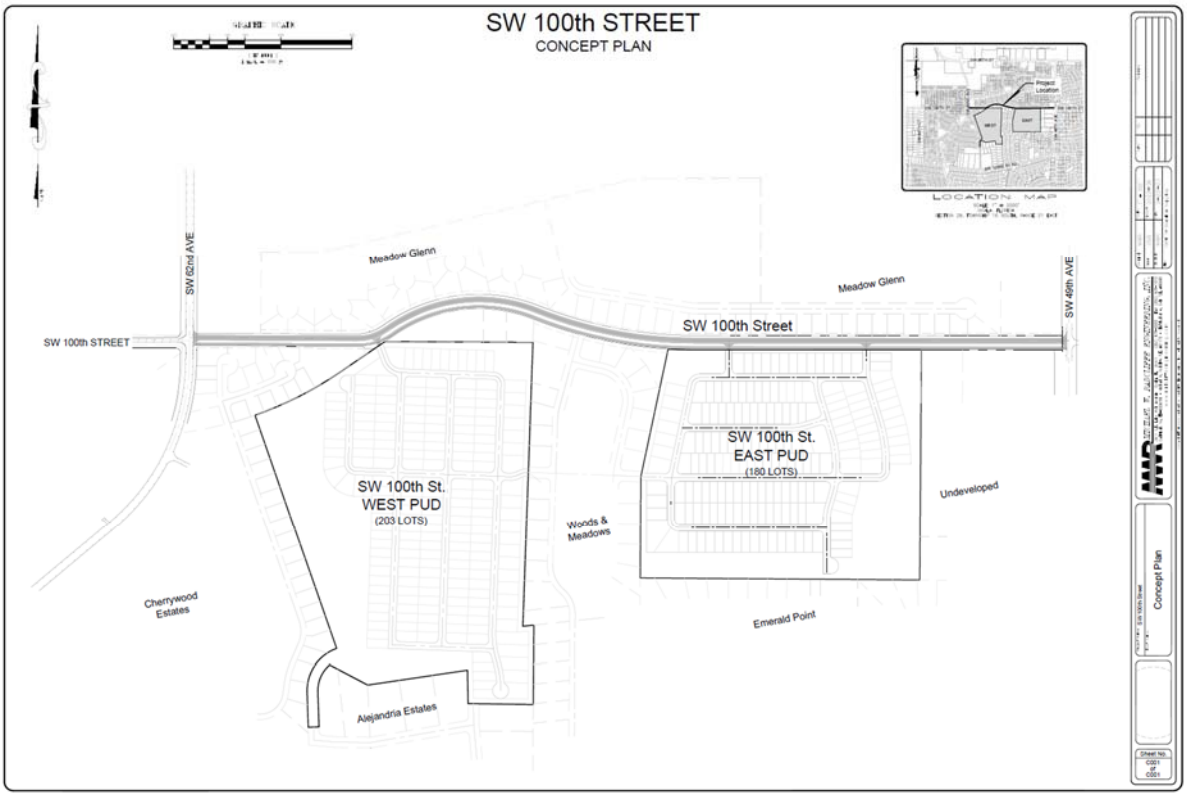


EXHIBIT C
TYPICAL SECTION

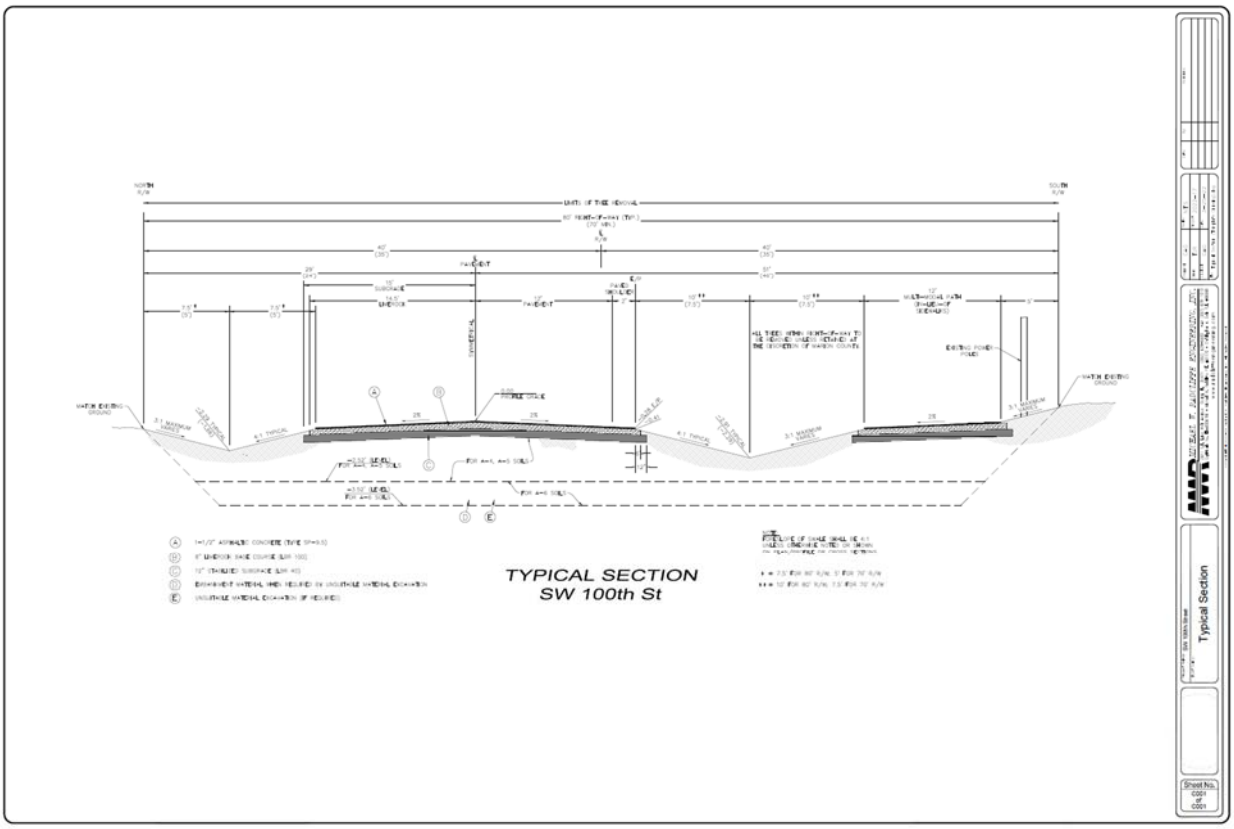


EXHIBIT D
DRAINAGE PLAN

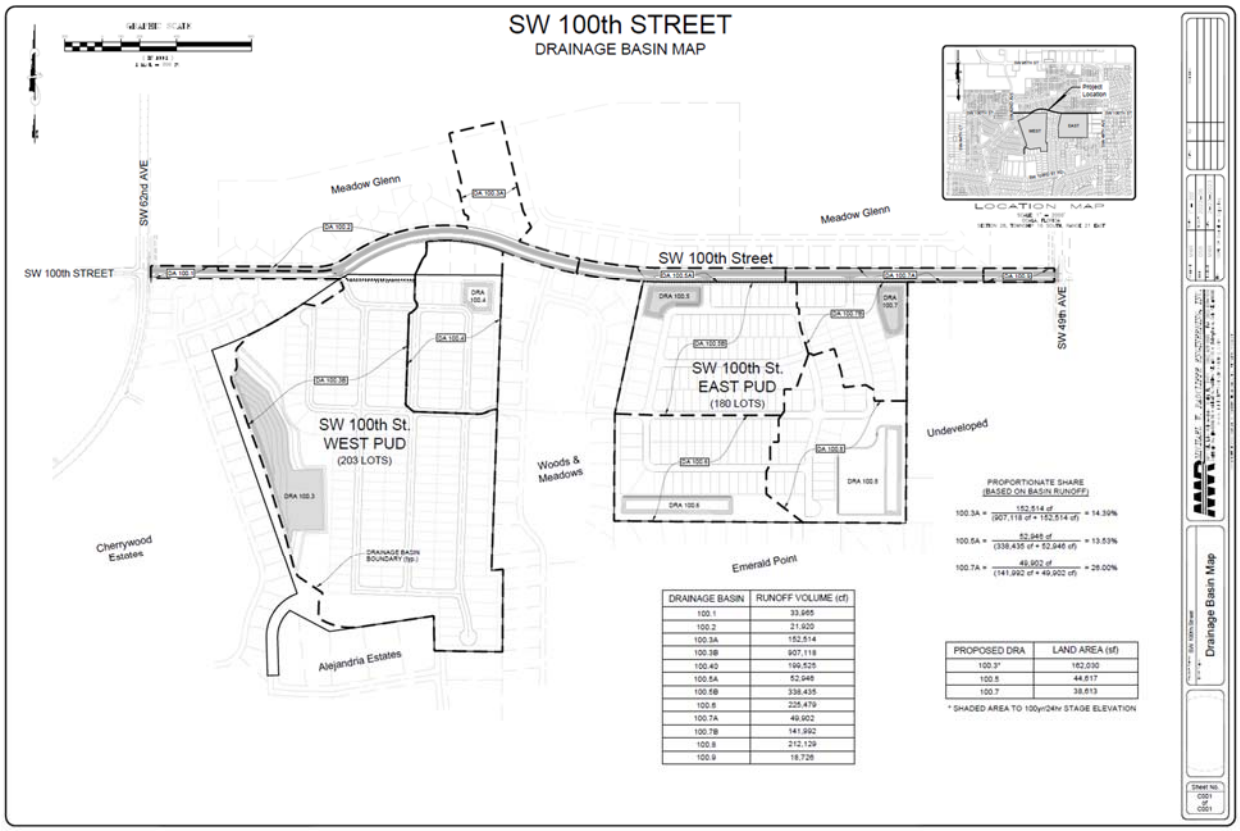


EXHIBIT E
CONVEYANCE STANDARDS

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards:

1. The conveying party ("Conveying Party") shall convey fee simple title ROW by Special Warranty Deed.

2. Unless otherwise specifically provided in this Agreement, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.

3. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.

4. As to all conveyances of fee simple title or grants of easements, the Conveying Party shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:

    4.1. The title insurance underwriter shall be First American Title Insurance Company.

    4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.

    4.3. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy, and comply with all other title commitment requirements for the conveyance to be insured.

5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the cost of recording the instrument of conveyance and the cost of recording any documents required to satisfy title insurance requirements.

6. With respect to any grant of easement provided under the terms of this Agreement, the same cost allocations and title insurance requirements applicable to conveyances of fee title to real property shall apply.

7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf County.

EXHIBIT F
PROPORTIONATE SHARE ANALYSIS

P:\JG\New Strategy\100th St Rezoning\Traffic\Concurrency K\Concurrency Agreement 2-23-23.docx

Ocala SW 100th PUD

Marion County, Florida

PREPARED FOR

Ocala SW 100th, LLC
4912 Turnbury Wood Drive
Tampa, FL 33647

PREPARED BY

225 East Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801
407.839.4006

September 2022

PROFESSIONAL ENGINEER CERTIFICATE

I hereby certify that I am a registered professional engineer in the State of Florida, practicing with VHB/Vanasse Hangen Brustlin, Inc., a corporation authorized to operate as a Professional Engineering business by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have approved the Transportation Impact Analysis for Ocala SW 100th PUD in Marion County, Florida, dated September 2022.

PROJECT: Ocala SW 100th PUD

LOCATION: Marion County, Florida

CLIENT: Ocala SW 100th, LLC

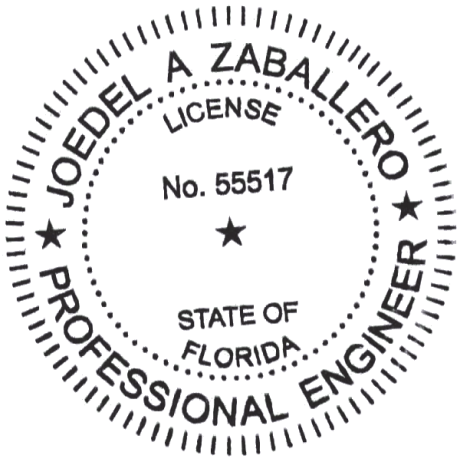
I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

SIGNATURE:

NAME: Joedel A Zaballero

P.E. NUMBER: 55517

DATE: September 1, 2022



Digitally signed by Joedel A. Zaballero, PE
Date: 2022.09.01 17:32:28 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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1

Introduction

VHB has been retained by Ocala SW 100th, LLC to conduct a traffic study for the proposed Ocala PUD to be located to the west of SW 49th Street and south of the extension of SW 100th Street in Marion County, Florida. The purpose of this study is to fulfill the Concurrency Approval for the project per the requirements set forth by Marion County. The analysis quantifies both the existing traffic conditions along area roadways surrounding the parcel and the projected future traffic conditions expected for the buildout condition. This document provides a detailed description of the study analysis and key findings.

Project Description

The Ocala PUD will be analyzed for a year 2024 buildout and include a maximum of 383 single family detached housing units in two distinct parcels located approximately 800 feet apart. The east parcel is proposed to include 175 residential units and the west parcel is proposed to include 208 residential units. Both parcels will have access to an extension of SW 100th Street, connecting SW 49th Avenue and SW 62nd Avenue Road. Additional access is provided via the surrounding residential streets. The speed limit on the existing portions of SW 100th Street is 30mph, SW 62nd Avenue Rd is 35mph, and SW 49th Avenue is 45mph. The project location is illustrated in **Figure 1**. A preliminary site plan, along with the approved methodology is provided in **Appendix A**.

Figure 1 - Location Map
Ocala PUD
Legend
Intersection
Project Site
SW 95th St at SW 62nd Ave
SW 95th St at SW 49th Ave
West Parcel Access
SW 62nd Ave Rd at SW 100th St
East Parcel Access
SW 49th Ave at SW 100th St
SW 54th Ct at SW 101st Pl
SW 100th Loop at SW 101st Pl
SW 103rd Street Rd at SW 49th Ave
SW 103rd Street Rd at SW 62nd Avenue Rd
SW 95th Street Rd
SW 95th St
SW 93rd Ln
SW 62nd Ave
SW 49th Ave
SW 45th Ave
SW 41st Ave
SW 99th St Rd
SW 59th Cir
SW 63rd Ct
SW 62nd Cir
SW 62nd Avenue Rd
SW 62nd Ct
SW 100th St
SW 103rd Loop
SW 54th Ct
SW 103rd Street Rd
SW 108th Pl
Google Earth
2000 ft
N

Trip Generation

The daily and peak hour trips were calculated based on the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. As shown in **Table 1**, ITE Land Use Code 210 – Single Family was deemed the most appropriate for the proposed development. The proposed development is expected to generate 3,471 new daily external trips and 351 new PM peak hour external trips for the buildout condition. The ITE Land Use sheets can be found in **Appendix B**.

Table 1 Trip Generation

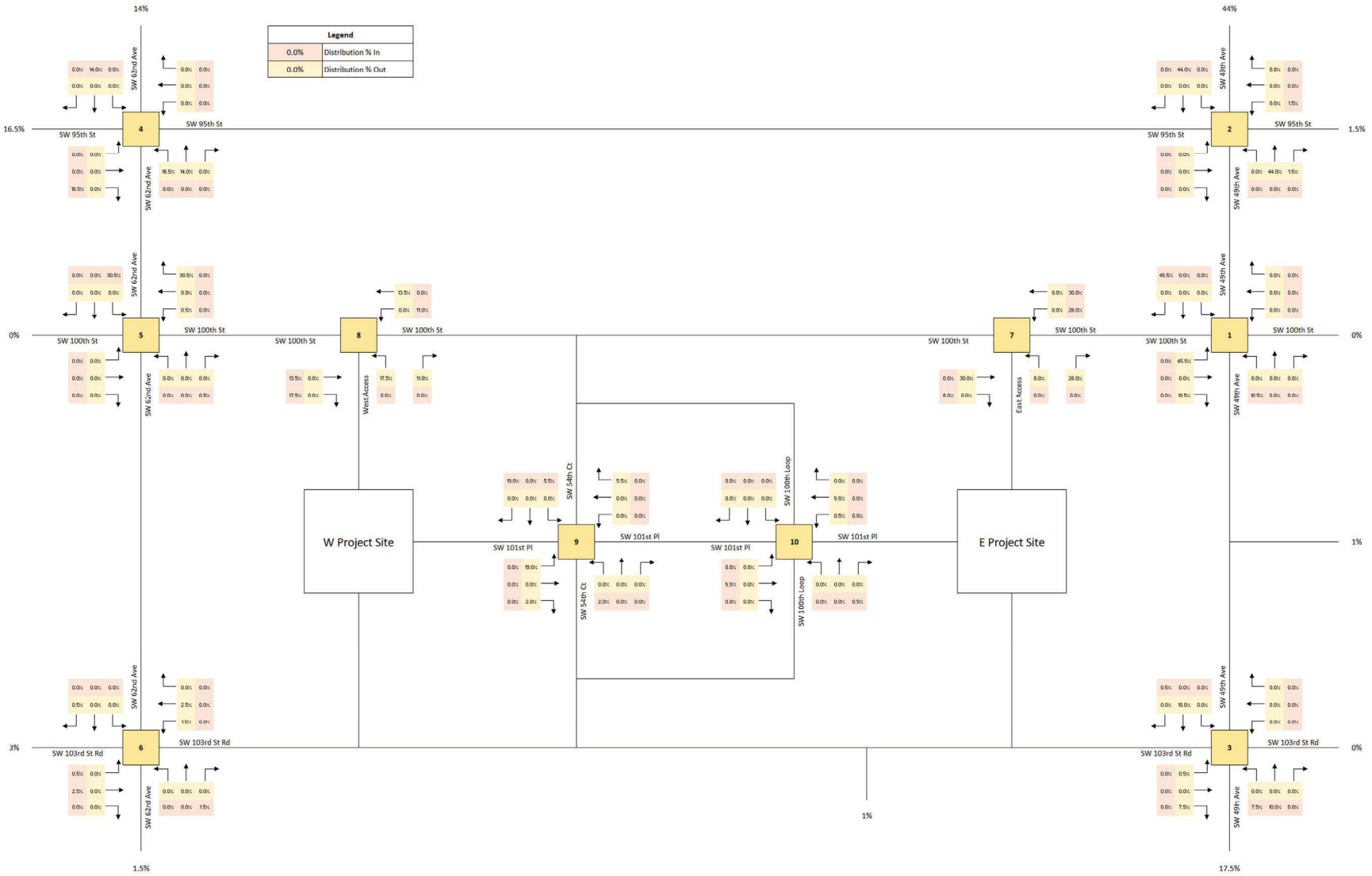
Land Use	ITE Code	Intensity	Daily Trip Ends	PM Peak Period In Trips	PM Peak Period Out Trips	PM Peak Period Total
Single Family	210	383 DU	3,471	221	130	351
Total			**3,471**	**221**	**130**	**351**

Source: *ITE Trip Generation, 11th Edition*

Trip Distribution and Assignment

The distribution of site generated traffic is a function of population in surrounding areas, shopping opportunities, existing travel patterns, ease of access to the site, and traffic conditions on area roadways. The trip distribution assignment is based on the YR 2024 Central Florida Regional Planning Model (CFRPMv7) results. The trip distribution is shown in **Figure 2**.

Figure 2 Trip Distribution



2

Existing Conditions

This section summarizes existing transportation conditions observed in the study area, including roadway and intersection geometry, existing traffic control, daily and PM peak hour traffic volumes.

Study Area

Consistent with Marion County's *Impact Analysis Guidelines*, impacted segments will include any public roadway segment where the net new traffic from the proposed project is a least 3% of the Generalized Peak Hour Directional Maximum Service Volume of the roadway plus one segment beyond. An extension of SW 100th St between SW 62nd Ave Rd and SW 49th Ave will be constructed along with this project and has been included in the study area for future conditions. Additionally, any signalized or major unsignalized intersections will be determined to be in the study area if the number of new site-generated peak hour trips passing through the intersection is equal or exceeds 100. **Table 2** presents the significance of project impacts to the roadway network for the PM peak hour condition. In addition, the following intersections were analyzed:

1. SW 49th Avenue at SW 100th Street
2. SW 49th Avenue at SW 95th Street
3. SW 49th Avenue at SW 103rd Street Road
4. SW 62nd Avenue at SW 95th Street
5. SW 62nd Avenue at SW 100th Street
6. SW 62nd Avenue at SW 103rd Street Road
7. East Parcel Access at SW 100th Street Extension
8. West Parcel Access at SW 100th Street Extension
9. SW 54th Court at SW 101st Place
10. SW 100th Loop at SW 101st Place

Turning movement counts were collected at the study intersections on December 9, 2021, December 14, 2021, January 6, 2022, and February 1, 2022, during the PM (4:00-6:00PM) peak period. These counts were adjusted using the corresponding seasonal factors of 1.0, 1.01, and 1.02, respectively to reflect average conditions. A copy of the data collected is found in **Appendix C**. Seasonal factor adjustments can be found with the intersection volumes in **Appendix E**. The existing turning movement volumes are shown in **Figure 3**.

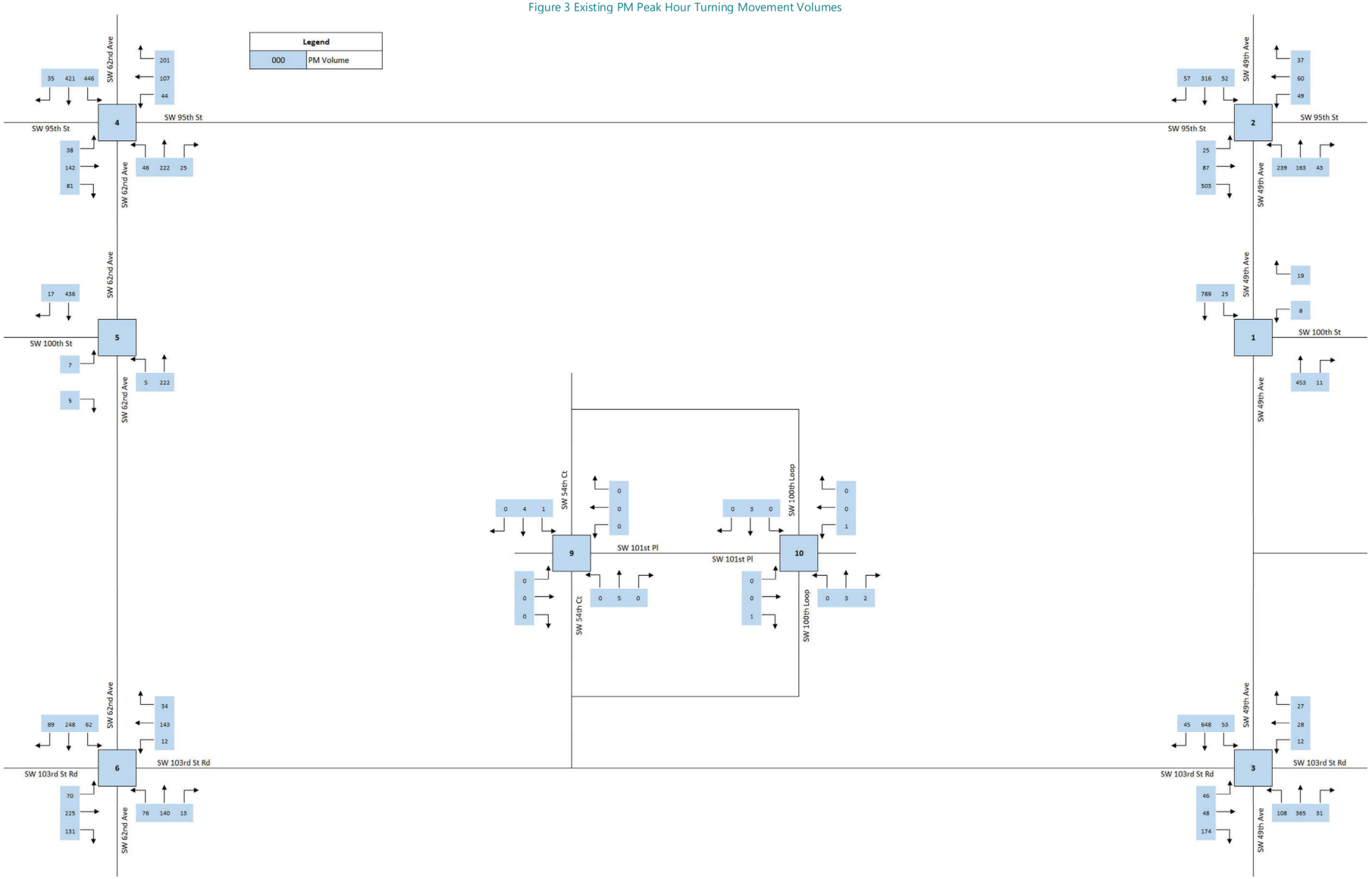
Table 2 Project Impact Significance

PM PEAK HOUR

Roadway	Segment ID #	No. of Lanes	Area Type	Functional Classification	Adopted LOS	Daily MSV	2021 AADT	FTO Factors K	FTO Factors D	Pk Hr Pk Dr	PHPD MSV	% Growth	Project Trip Distribution	Project Trips	Significance %	Significance (Yes/No)	Within Study Area (Yes/No)
SW 95 ST from SR 200 to SW 60 AV	6340	4	Urban	COLLECTOR	E	35,820	12,000	9.0%	54.3%	586	1,800	4.6%	16.44%	36	2.0%	No	No
SW 95 ST from SW 60 AV to SW 49 AV	6350	4	Urban	COLLECTOR	E	35,820	12,000	9.0%	54.3%	586	1,800	4.6%	11.41%	25	1.4%	No	No
SW 95 ST from SW 49 AV to I-75 SB	6360	2	Urban	COLLECTOR	E	29,340	12,000	9.0%	54.3%	586	1,449	4.6%	0.68%	2	0.1%	No	No
SW 49 AV from MARION OAKS to SW 95 ST	6100	4	Urban	COLLECTOR	E	39,800	10,200	9.0%	54.3%	498	2,000	1.0%	56.88%	126	6.3%	Yes	Yes
SW 49 AV from SW 95 ST to SW 85 ST	6110	4	Urban	COLLECTOR	E	67,770	10,200	9.0%	54.3%	498	3,357	1.0%	43.90%	97	2.9%	No	No
SW 49 AV from SW 85 ST to SW 66 ST	8010	4	Urban	COLLECTOR	E	67,770	10,200	9.0%	54.3%	498	3,357	1.0%	40.87%	90	2.7%	No	No
SW 49 AV from SW 66 ST to SW 40 AV	8015	4	Urban	COLLECTOR	E	67,770	10,200	9.0%	54.3%	498	3,357	1.0%	35.73%	79	2.4%	No	No
SW 103 ST RD from SR 200 to SW 49 AV	5550	2	Urban	COLLECTOR	E	12,744	5,800	9.0%	54.3%	283	634	1.0%	3.07%	7	1.1%	No	No
SW 60 AV from SW 103 ST to SW 95 ST RD	6140.1	2	Urban	COLLECTOR	E	30,807	7,000	9.0%	54.3%	342	1,521	1.0%	19.12%	42	2.8%	No	Yes
SW 60 AV from SW 95 ST RD to SR 200	6150	4	Urban	COLLECTOR	E	35,820	17,600	9.0%	54.3%	860	1,800	1.0%	13.98%	31	1.7%	No	No

Sources: Florida Traffic Online
Ocala/Maron TPO 2021 Traffic Count Report
VHB, Inc.

Figure 3 Existing PM Peak Hour Turning Movement Volumes



Existing Roadway Capacity Analysis

VHB conducted an assessment to determine the existing level of service of the study roadways. The level of service (LOS) of a given roadway is related to prevailing traffic volumes and to capacity, which is defined as the maximum number of vehicles that can pass through a roadway section during a specified period. The capacity of a roadway is determined by several factors including composition of traffic (cars, buses, and trucks); roadway alignment; width and number of lanes; posted travel speeds and other variables.

The LOS and remaining capacity for each of the study roadways were determined based on the *Ocala/Marion TPO 2021 Traffic Count Report*. The existing roadway capacity analysis was performed for all roadways within the study area as shown in **Table 3**. In summary, all study roadways have an acceptable v/c ratio in the existing conditions.

Table 3 Existing Roadway Capacity Analysis

PM PEAK HOUR

	Existing Roadway Conditions							
Roadway	**No. of Lanes**	**Adopted LOS**	**2021 AADT**	**PHPD Volume**	**PHPD Capacity**	**v/c Ratio**	**Remaining Capacity**	**Over Capacity?**
SW 49 AV from MARION OAKS to SW 95 ST	4	E	10,200	498	2,000	0.25	1,502	No
SW 60 AV from SW 103 ST to SW 95 ST RD	2	E	7,000	342	1,521	0.22	1,179	No

Source: Florida Traffic Online
Ocala/Marion TPO 2021 Traffic Count Report
VHB, Inc.

Existing Intersection Capacity Analysis

The existing intersections were evaluated using the methodology outlined in the Highway Capacity Manual (HCM) and using the Synchro 11.0 software. Existing counts were adjusted using the corresponding seasonal factors of 1.0, 1.01, and 1.02 to reflect average conditions. The results of the intersection capacity analysis for the PM peak hour are shown in **Table 4**. The existing HCM 6 intersection report printouts are provided in **Appendix D**. As **Table 4** indicates, the study intersections operate at an acceptable overall LOS, with v/c for all approaches under 1.0.

Table 4 Intersection Capacity Analysis – Existing Conditions

Intersection	Control Type	Approach	PM Peak Period		
			v/c	Delay	LOS
SW 49th Ave at SW 100th St	TWSC	WB	0.10	18.00	C
		SB	0.03	8.50	A
SW 49th Ave at SW 95th St	Signal	Overall	0.92	35.20	D
SW 49th Ave at SW 103rd St	Signal	Overall	0.75	12.30	B
SW 62nd Ave at SW 95th St	Signal	Overall	0.88	28.60	C
SW 62nd Ave at SW 100th St	TWSC	EB	0.03	12.10	B
		NB	0.01	8.40	A
SW 62nd Ave at SW 103rd St Rd	AWSC	EB	0.78	28.50	D
		WB	0.39	14.70	B
		NB	0.47	16.80	C
		SB	0.67	21.70	C
SW 54th Ct at SW 101st Pl	TWSC	EB	0.00	0.00	A
		WB	0.00	0.00	A
SW 100th Loop at SW 101st Pl	TWSC	EB	0.00	9.20	A
		WB	0.00	8.60	A

v/c: Volume to Capacity Ratio
Delay: Average delay in seconds per vehicle
LOS: Level of Service
HCM 6th Edition based on Synchro 11 Results are reported

3

Future Conditions

The future background traffic for Year 2024 was developed based on a composite annual growth rate of 6.01%. The 6.01% composite growth rate was developed based off an average of growth rates taken from the Ocala Marion TPO 2021 Traffic Counts Report for segments within the study area. Table 5 below shows how this was developed. Additionally, the anticipated number of trips generated from the development were calculated based on the trip generation rates/equations obtained from the ITE Trip Generation Manual, 11th Edition (found in Appendix B) and distributed to the roadways and intersections based on site layout and trip distribution. The intersection volume derivation is documented in Appendix E. There is a current improvement in progress to widen SW 49th Avenue from Marion Oaks Trail to SW 95th Street. This improvement is fully funded for construction and will be incorporated into the future condition roadway and Synchro analyses.

2024 Future Roadway Capacity Analysis

The future capacity analysis for the study area roadways for the year 2024 project buildout can be found in **Table 6** for the PM peak hour condition. Note that for the future conditions, the extension of SW 100th St between SW 62nd Ave and SW 49th Ave is considered to be in place as a 2-lane undivided roadway. A PHPD capacity of 634 was used as the roadway characteristics match those of SW 103rd St Rd. For a conservative PHPD volume estimate, it is assumed that approximately half of the existing homes bounded by 100th, 62nd, 49th, and 103rd would utilize access via the extension of SW 100th St, therefore contributing an approximate 120 trips. The analysis shows that all study roadways will continue to operate with an acceptable v/c ratio in the buildout condition.

Table 5 Composite Growth Rate

Segment	Growth Rate	AADT	Weighted AADT
SW 95th St	5.5%	11,100	61,050
SW 49th Ave	8.4%	10,900	91,560
SW 103rd St Rd	-0.9%	5,300	-4,770
SW 62nd Avenue Rd (S)	8.3%	8,300	68,890
SW 62nd Avenue Rd (N)	5.7%	8,800	50,160
Sum	27%	44,400	266,890
Composite Growth Rate:	266,890 / 44,400 =		**6.01%**

Source: Florida Traffic Online
Ocala/Marion TPO 2021 Traffic Count Report
VHB, Inc.

Table 6 2024 Future Roadway Capacity Analysis

PM PEAK HOUR

							2024 Background Traffic					2024 Background + Project Traffic				
Roadway	No. of Lanes	Adopted LOS	2021 AADT	PHPD Capacity	2021 PHPD	Annual Growth Rate	PHPD Volume	v/c	Deficient?	Project Distribution	Project Volume	PHPD Volume	v/c	Remaining Capacity	Deficient?	Project Deficiency?
SW 49 AV from MARION OAKS to SW 95 ST	4	E	10200	2000	498	6.01%	588	0.29	No	56.88%	126	714	0.36	1286	No	No
SW 100 ST Extension from SW 62 AVE RD to West Access	2	E	-	634	120	6.01%	142	0.22	No	31.00%	69	211	0.33	423	No	No
SW 100 ST Extension from West Access to SW 54 CT	2	E	-	634	120	6.01%	142	0.22	No	13.5%I + 9%O	42	184	0.29	450	No	No
SW 100 ST Extension from SW 54 CT to East Access	2	E	-	634	120	6.01%	142	0.22	No	26%I + 8%O	67	209	0.33	425	No	No
SW 100 ST Extension from East Access to SW 49 AVE	2	E	-	634	120	6.01%	142	0.22	No	47.00%	104	246	0.39	388	No	No
SW 60 AV from SW 103 ST to SW 95 ST RD	2	E	7000	1521	342	6.01%	404	0.27	No	19.12%	42	446	0.29	1075	No	No

Source: Florida Traffic Online
Ocala/Marion TPO 2021 Traffic Count Report
VHB, Inc.

Future Intersection Capacity Analysis

To determine the operational conditions at the intersections and project driveways, intersections were evaluated for the PM peak hour condition using Synchro 11 software (HCM 6 methodology). The results of the intersection capacity analysis for the PM peak hour are shown in **Table 7**. The future HCM reports are provided in **Appendix F**. **Figure 4** illustrates the PM peak hour future traffic volumes. As **Table 7** indicates, the study intersections operate at an acceptable overall LOS, with v/c for all approaches under 1.0 in both background and buildout conditions with a few exceptions. The eastbound approach of the AWSC at SW 62nd Ave and SW 103rd St Rd approaches a critical v/c ratio with a failing LOS in the background condition. It is recommended that this deficiency be remedied by adding a 200ft exclusive right turn lane with the existing lane shared between left and through movements. As shown in the improved column below, this improvement positively impacts the measures of effectiveness. This improvement was utilized in the buildout analysis.

The only significant deficiency caused by project traffic is a failing overall LOS at the signalized intersection of SW 49th Ave at SW 95th St. To remedy this deficiency, it is recommended that an overlap phase be added to the eastbound right movement to coincide with the protected northbound left. This will allow more vehicles to safely complete the right turn in a single cycle. The improved analysis utilizing this change is shown in **Table 8**, with the overall criteria acceptably raised to LOS D.

It should also be noted that the eastbound approach on SW 100th St at SW 49th Ave will fail during the PM peak hour with a delay of 98 seconds per vehicle. The need for a signal at this location was studied and found to be warranted for full buildout conditions. At 50% buildout however, the volumes only fulfill the peak hour warrant. Recommendation is to signalize this intersection when warranted.

Table 7 Intersection Capacity Analysis – 2024 Future Conditions

PM PEAK HOUR

Intersection	Control Type	Approach	Background			Background - Improved			Buildout		
			v/c	Delay	LOS	v/c	Delay	LOS	v/c	Delay	LOS
SW 49th Ave at SW 100th St	TWSC	EB	-	-	-	-	-	-	0.74	98.20	F
		WB	0.08	15.0	C				0.11	17.90	C
		NB	-	-	-	-	-	-	0.04	10.80	B
		SB	0.03	8.7	A	-	-	-	0.03	8.70	A
SW 49th Ave at SW 95th St	Signal	Overall	-	44.7	D	-	-	-	-	82.70	F
SW 49th Ave at SW 103rd St	Signal	Overall	-	9.9	A	-	-	-	-	10.60	B
SW 62nd Ave at SW 95th St	Signal	Overall	-	30.9	C	-	-	-	-	39.20	D
SW 62nd Ave at SW 100th St	TWSC	EB	0.03	12.7	B	-	-	-	0.06	18.90	C
		WB	-	-	-	-	-	-	0.06	10.30	B
		NB	0.01	8.6	A	-	-	-	0.01	8.60	A
		SB	-	-	-	-	-	-	0.06	8.00	A
SW 62nd Ave at SW 103rd St Rd	AWSC	EB	0.97	62.8	F	0.75	25.70	D	0.86	36.70	E
		WB	0.49	19.1	C	0.51	20.30	C	0.60	25.10	D
		NB	0.60	23.2	C	0.61	24.10	C	0.71	31.20	D
		SB	0.84	36.8	E	0.82	33.30	E	0.93	49.70	F
East Access at SW 100th St	TWSC	WB	-	-	-	-	-	-	0.04	7.40	A
		NB	-	-	-	-	-	-	0.05	9.10	A
West Access at SW 100th St	TWSC	WB	-	-	-	-	-	-	0.02	7.40	A
		NB	-	-	-	-	-	-	0.04	9.10	A
SW 54th Ct at SW 101st Pl	TWSC	EB	0.00	0.0	A	-	-	-	0.03	9.10	A
		WB	0.00	0.0	A	-	-	-	0.01	8.40	A
		NB	-	-	-	-	-	-	0.00	7.30	A
		SB	-	-	-	-	-	-	0.01	7.20	A
SW 100th Loop at SW 101st Pl	TWSC	EB	0.00	9.2	A	-	-	-	0.02	9.10	A
		WB	0.00	8.60	A	-	-	-	0.01	9.00	A

v/c: Volume to Capacity Ratio
Delay: Average delay in seconds per vehicle
LOS: Level of Service
HCM 6th Edition based on Synchro 11 Results are reported

Table 8 Intersection Capacity Analysis – Future Buildout Improved Condition

PM PEAK HOUR

Intersection	Control Type	Approach	Buildout - Improved		
			v/c	Delay	LOS
SW 49th Ave at SW 95th St	Signal	Overall	-	44.8	D

Delay: Average delay in seconds per vehicle
LOS: Level of Service
HCM 6th Edition based on Synchro 11 Results are reported

Intersection Queue Analysis

An intersection queue analysis was performed for turning movements where project traffic is present and project driveways. The analysis compares the existing combined storage and taper length to the 95th percentile queues for future total traffic conditions in the PM peak period. The Synchro movement queue printouts are provided in the **Appendix F**. As shown in **Table 9**, the existing northbound left 95th percentile queue length exceeds its existing length in the background condition by 15 feet and in the buildout condition by 45 feet. Therefore, the project is responsible for a 30 ft difference. An extension of the northbound left turn lane is recommended and a proportionate share calculation relative to the impact from the project will be provided for an extension of 30 ft. All other impacted queues remain acceptably within their existing lengths.

Figure 4 Future Turning Movement Volumes - PM Peak Hour

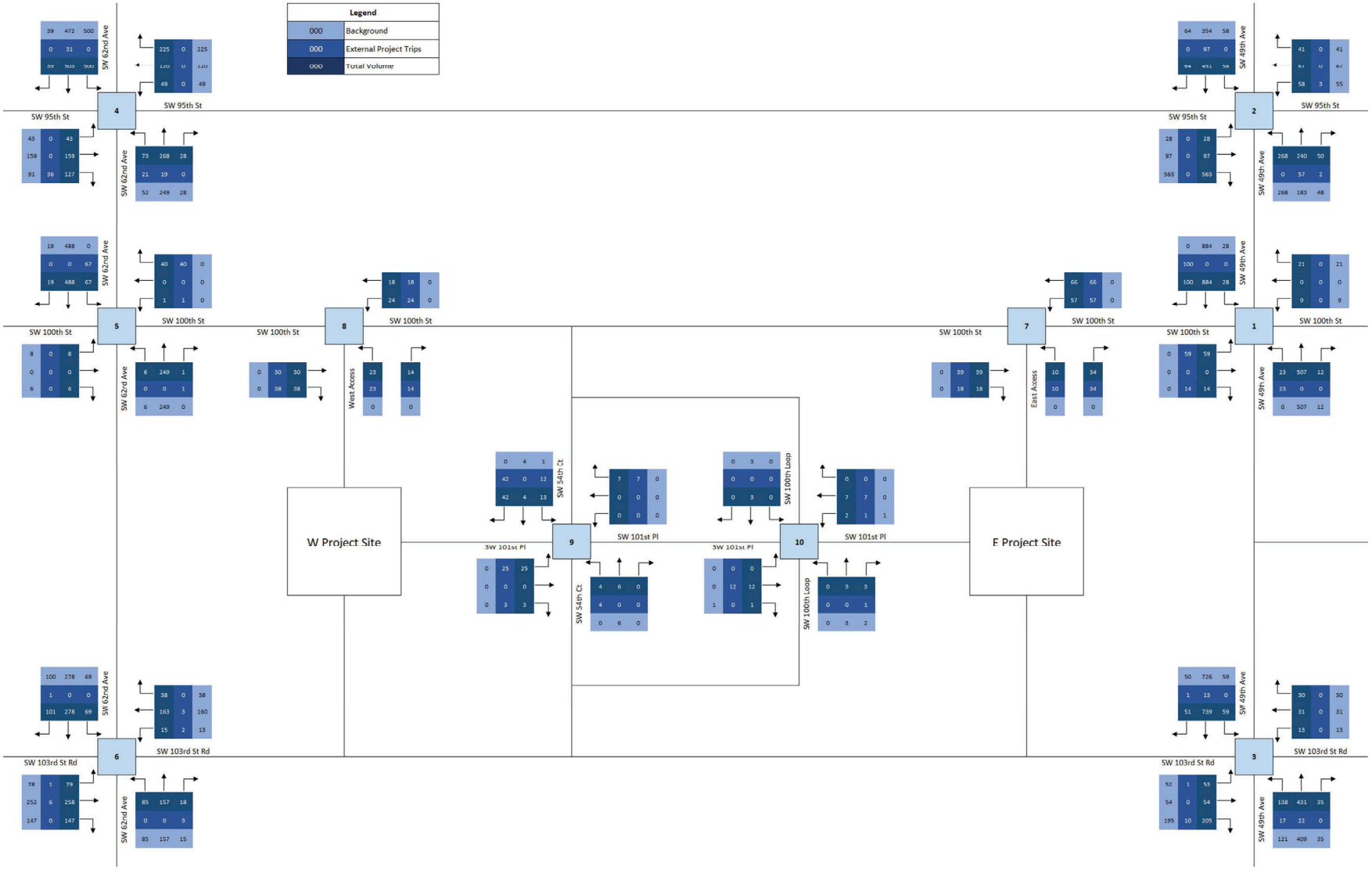


Table 9 Intersection Queue Analysis – Future Conditions

Intersection	Control Type	Movement	Decel Length	Existing Length	Background				Build Out			
					95%-ile Queue (vehicles)	PM Peak Period			95%-ile Queue (vehicles)	PM Peak Period		
						Queue Length	Total Length	Exceeds Existing		Queue Length	Total Length	Exceeds Existing
SW 49th Ave at SW 100th St	TWSC	EBL	145	-	-	-	-	-	3.7	93	238	-
		SBL	240	-	0.1	3	243	No	0.1	3	243	No
SW 49th Ave at SW 95th St	Signal	WBL	145	240	2.2	55	200	No	2.4	60	205	No
SW 49th Ave at SW 103rd St Rd	Signal	EBL	185	250	1.5	38	223	No	1.6	40	225	No
		NBL	240	290	2.6	65	305	Yes	3.8	95	335	Yes
SW 62nd Ave at SW 95th St	Signal	NBL	240	325	1.3	32	272	No	1.7	43	283	No
SW 62nd Ave at SW 100th St	TWSC	SBL	155	-	-	-	-	-	0.2	5	160	-
East Access at SW 100th St	TWSC	WBL	145	-	-	-	-	-	0.1	3	148	-
		NB	145	-	-	-	-	-	0.2	5	150	-
West Access at SW 100th St	TWSC	NB	145	-	-	-	-	-	0.1	3	148	-
SW 54th Ct at SW 101st Pl	TWSC	EB	145	-	0	0	145	-	0.1	3	148	-

Deceleration (Decel) Length based on FDM 212

4

Conclusions

This traffic analysis has been prepared in support of obtaining concurrency approval through Marion County for the proposed Ocala PUD to be located to the west of SW 49th Street and south of the extension of SW 100th Street in Marion County, Florida.

Summary of Study Findings

- The proposed development is expected to generate 3,471 new daily external trips and 351 new PM peak hour external trips for the buildout condition.
- The existing roadway analysis shows all study roadways have an acceptable v/c ratio.
- The existing intersection capacity analysis shows the study intersections operate at an acceptable overall LOS, with v/c for all approaches under 1.0.
- The 2024 future conditions analysis shows that all study roadways will continue to operate with an acceptable v/c ratio in the buildout condition.
- The 2024 future intersection capacity analysis shows that the study intersections operate at an acceptable overall LOS, with v/c for all approaches under 1.0 in both background and buildout conditions with a few exceptions. The eastbound approach of the AWSC at SW 62nd Ave and SW 103rd St Rd approaches a critical v/c ratio with a failing LOS in the background condition. It is recommended that this deficiency be remedied by adding a 200ft exclusive right turn lane with the existing lane shared between left and through movements. The only significant deficiency caused by project traffic impacts the signalized intersection of SW 49th Ave at SW 95th St, causing a failing overall LOS. To remedy this deficiency, it is recommended that an overlap phase be added to the eastbound right movement to coincide with the protected northbound left. This will allow more vehicles to safely complete the right turn in a single cycle.
- It should be noted that the eastbound approach on SW 100th St at SW 49th Ave will fail during the PM peak hour with a delay of 98 seconds per vehicle. The need for a signal at this location was studied and found to be warranted for full buildout conditions. At 50% buildout however, the

volumes only fulfill the peak hour warrant. Recommendation is to signalize this intersection when warranted. The County will require that a Signal Warrant Study be conducted and submitted to the County within 12 months after issuance of the final CO.

- The 2024 intersection queue analysis shows that the existing northbound left 95th percentile queue length exceeds its existing length in the background condition by 15 feet and in the buildout condition by 45 feet. Therefore, the project is responsible for a 30 ft difference. An extension of the northbound left turn lane is recommended and a proportionate share calculation relative to the impact from the project will be provided for an extension of 30 ft. All other impacted queues remain acceptably within their existing lengths.
- The project entrances off the SW 100th St extension will consist of 1 inbound and 1 outbound lane each. The outbound lanes will be stop controlled with northbound left and right movements. Synchro analysis projects a 95th percentile queue length for these movements of less than 25 ft, with recommended deceleration lengths based on FDM 212 of 145 ft.
- The extension of SW 100th St will intersect with both SW 49th Ave and SW 62nd Ave. The intersection with SW 62nd Ave will consist of 1 inbound and 1 outbound lane. Per direction from the County, the intersection with SW 49th Ave will consist of 1 inbound lane paired with 1 outbound shared left/through and 1 outbound right turn only lane. This geometry was utilized in the Synchro analysis for buildout conditions. The outbound lanes will be stop controlled with full access to left, through, and right movements. For the eastbound connection at SW 49th Ave, Synchro analysis projects a 95th percentile queue length of 93 ft plus 145 ft for deceleration. For the westbound connection at SW 62nd Ave, Synchro analysis projects a 95th percentile queue length of less than 25 ft plus 155 ft for deceleration.

The surrounding roadway network does not show any additional deficiencies with the anticipated traffic increases generated by the proposed development. The development impacts have been analyzed for a year 2024 buildout scenario.

Appendices

A

Methodology

Memorandum

To: Mr. Chris Zeigler, CPM
Project Manager II
Office of the county Engineer
412 SE 25th Avenue
Ocala, FL 34471

Date: January 27, 2022

Project #: 64012.00

From: Kok Wan Mah, P.E.
Senior Transportation Engineer
VHB
225 E. Robinson St., Suite 300
Orlando, FL 32801

Re: Ocala PUD
Traffic Study Methodology Statement

CC: David Tillman, P.E. (Tillman Eng.)
Chandler Schramm

PURPOSE:

The purpose of this document is to outline the proposed methodology for the Traffic Impact Analysis (TIA) of Ocala PUD per the requirements set forth in the Guidelines for Traffic Impact Analysis (TIA) in Marion County. The TIA is divided into the following sections:

1. Introduction
2. Site Location and Access
3. Primary Impact Area / Significance Levels
4. Development Traffic Conditions
5. Trip Generation Estimate
6. Trip Distribution & Assignment
7. Data Collection / Existing Conditions
8. Minimum Acceptable Level of Service
9. Traffic Report

1. INTRODUCTION

The following memorandum provides the proposed methodology to evaluate the traffic impacts of the proposed development located to the west of SW 49th Street and south of SW 100th Street in Marion County, Florida. For this study, the development will be analyzed for a YR 2025 scenario, which includes a maximum of 383 single family detached housing units in two distinct parcels located approximately 800 feet apart. The east parcel is proposed to include 175 residential units and the west parcel is proposed to include 208 residential units. Both parcels will have access to an extension of SW 100th Street, connecting SW 49th Avenue and SW 62nd Avenue Road. The methodology was prepared in accordance with Marion County's "Traffic Impact Analysis Guidelines" and will evaluate the transportation impacts within the study area to determine how impacts should be mitigated.

2. SITE LOCATION AND ACCESS

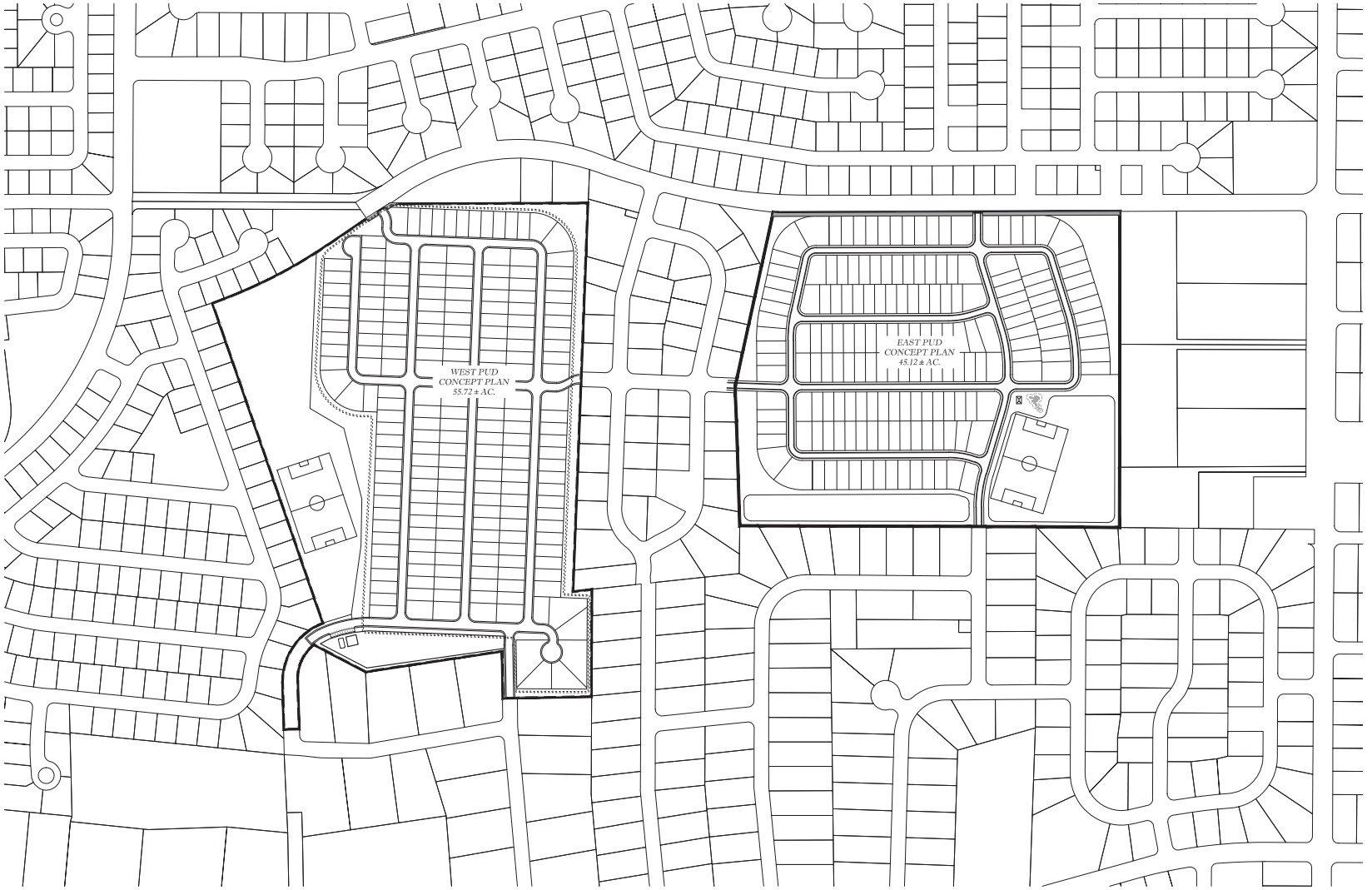
The proposed development is located to the west of SW 49th Street and south of SW 100th Street as shown in ***Figure 1***. The site will have access on the north to an extension of SW 100th Street as well as to the south and west to existing neighborhoods. A preliminary site plan is shown in ***Figure 2***.

Figure 1 - Location Map
Ocala PUD
Legend
Intersection
Project Site
SW 95th St at SW 62nd Ave
SW 95th St at SW 49th Ave
West Parcel Access
SW 62nd Ave Rd at SW 100th St
East Parcel Access
SW 49th Ave at SW 100th St
SW 54th Ct at SW 101st Pl
SW 100th Loop at SW 101st Pl
SW 103rd Street Rd at SW 49th Ave
SW 103rd Street Rd at SW 62nd Avenue Rd
SW 95th Street Rd
SW 95th St
SW 93rd Ln
SW 62nd Ave
SW 49th Ave
SW 99th St Rd
SW 63rd Ct
SW 59th Cir
SW 100th St
SW 62nd Cir
SW 62nd Ct
SW 62nd Avenue Rd
SW 103rd Loop
SW 54th Ct
SW 45th Ave
SW 41st Ave
SW 108th Pl
Google Earth
2000 ft
N

Figure 2 - Conceptual Site Plan

NEW STRATEGY HOLDINGS, LLC EAST AND WEST PUD LOCATION MAP

MARION COUNTY, FLORIDA



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
CERTIFICATE OF AUTHORIZATION #26795

REVISIONS

DATE

COBA HOMES CORPORATION
NEW STRATEGY HOLDINGS, LLC 51st
MARION COUNTY, FLORIDA

LOCATION MAP

DATE 8/3/2021
DRAWN BY NR
CHKD. BY IMM
JOB NO. 21-7069

1 of 1

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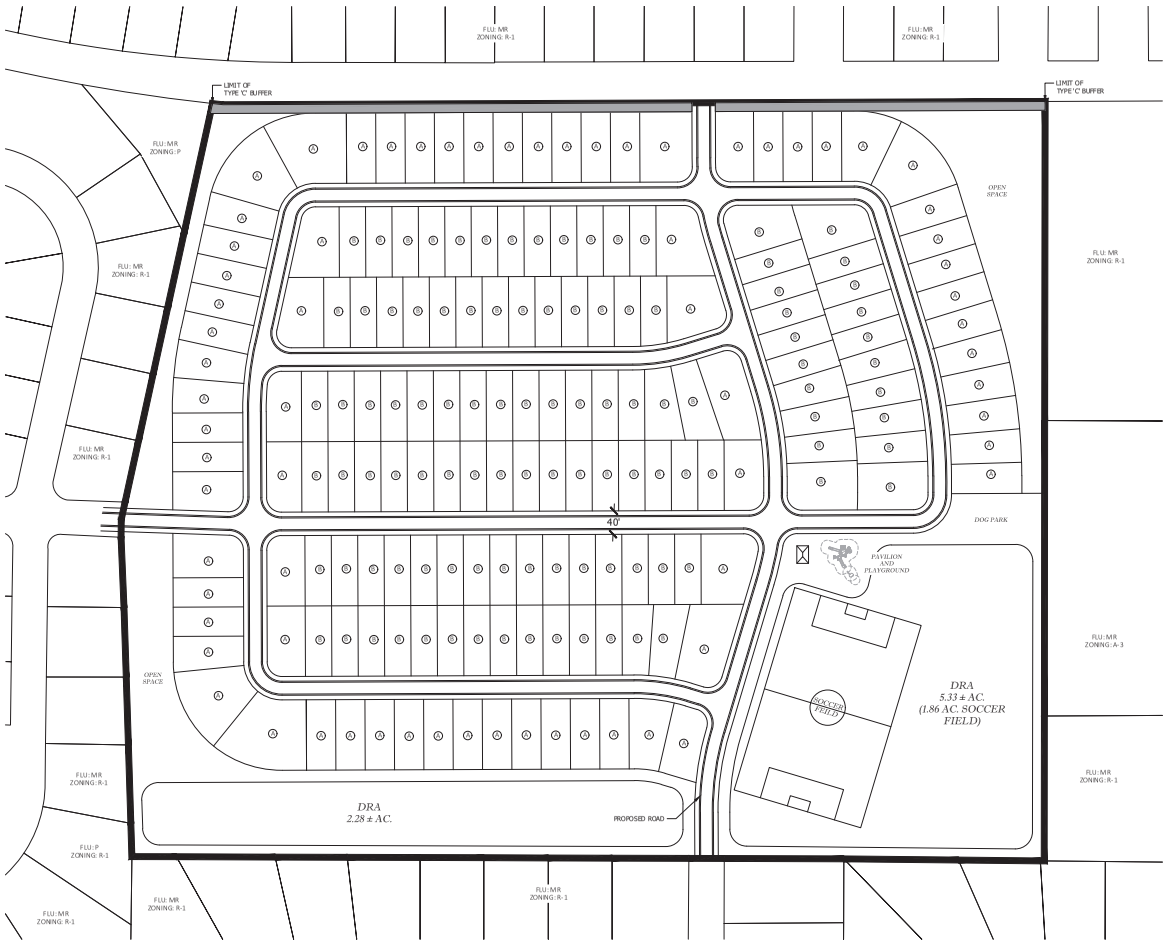
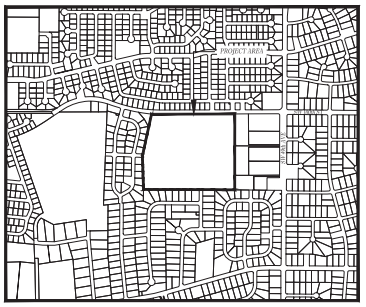
S:\Marion County\Dawson Ransome Combined\PLANNING\PUD\Overall Map.dwg, 01, 8/3/2021 8:52:44 AM

Figure 2a - Conceptual Site Plan A

NEW STRATEGY HOLDINGS, LLC 51st PUD CONCEPT PLAN

MARION COUNTY, FLORIDA





VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA TABLE

OWNER:
DEVELOPER: COBA HOMES CORPORATION
ADDRESS: 19441 SW 134TH CT
MIAMI FL 33177-4126

PARCELS:
33695-033-00 (45.12 ± AC)

PROJECT AREA:
RESIDENTIAL = 45.12 ± AC.
TOTAL = 45.12 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: MR
PROPOSED FUTURE LAND USE: MR
EXISTING ZONING: A-1
PROPOSED ZONING: PUD

OPEN SPACE:

REQUIRED:	9.02 ± AC. (45.12 X 0.20)
REMAINDER OPEN SPACE :	6.98 ± AC.
SOCCER FIELD (DRA 100%):	1.86 ± AC.
DRA (25%)	0.98 ± AC. (5.75 X 0.25)
TOTAL PROVIDED (SHOWN):	9.82 ± AC.

MINIMUM OF 9.02 ACRES OF OPEN SPACE TO BE PROVIDED AT TIME OF DEVELOPMENT

NOTE: SIDEWALK WILL BE PROVIDED ALONG ONE SIDE OF INTERNAL STREETS

DENSITY:
TOTAL ALLOWABLE = 180 UNITS (45.12 X 4)

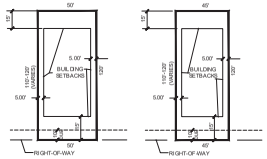
PROPOSED UNITS -
45' X 120' = 105 UNITS
50' x 120' = 70 UNITS
TOTAL PROPOSED = 175 UNITS

FEMA:
NOTE ENTIRE PROJECT IS WITHIN FLOOD ZONE X PER FEMA MAP PANEL #12083C0704E

NOTE: FINAL PUD ENTITLEMENT SHALL BE FOR TOTAL ALLOWABLE UNITS BASED AT IMPROVEMENT PLAN NOT TO EXCEED MAXIMUM DENSITY

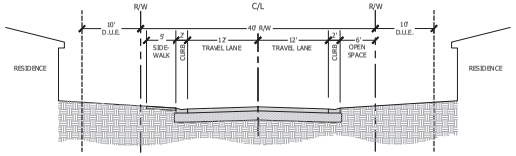
ARCHITECTURAL STYLES

NOTES: FACADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.



TYPICAL 50' LOT (A) TYPICAL 45' LOT (B)

NOTE: LOT DEPTH AS SHOWN IS 120'.



TYPICAL NEIGHBORHOOD CROSS SECTION
40' R.O.W.
NOT TO SCALE

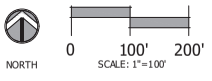
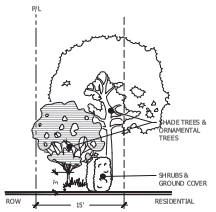


TABLE 1	
LOT AND BUILDING STANDARDS	
SETBACK	BUILDING
FRONT	15'
REAR	15'
SIDE	5'
BUILDING HEIGHT	40'
ACCESSORY STRUCTURE	5' SIDE, 5' REAR



TYPE 'C' BUFFER DETAIL
NOT TO SCALE

TYPE 'C' BUFFER: 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 GROUND COVERS, EXCLUDING TURF GRASS, 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.

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
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Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION #28056

REVISIONS

DATE

COBA HOMES CORPORATION
NEW STRATEGY HOLDINGS, LLC 51st
MARION COUNTY, FLORIDA

P.U.D. CONCEPT PLAN

DATE 7/29/2021
DRAWN BY NR
CHKD. BY JMM
JOB NO. 21-7069

1 of 1

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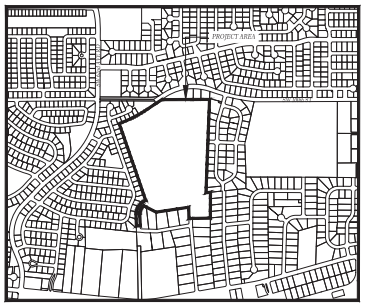
NEW STRATEGY HOLDINGS, LLC 51st WEST PUD CONCEPT PLAN

MARION COUNTY, FLORIDA

Figure 2b - Conceptual Site Plan B



VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA TABLE

OWNER:
DEVELOPER: ENRIQUE SUAREZ
ADDRESS: 12359 SW 132ND CT
MIAMI FL, 33186

PARCELS:
35695-011-01

PROJECT AREA:
RESIDENTIAL = 55.72 ± AC.
TOTAL = 55.72 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: MR
PROPOSED FUTURE LAND USE: MR
EXISTING ZONING: PUD
PROPOSED ZONING: PUD

OPEN SPACE:

REQUIRED:	11.14 ± AC. (55.72 X 0.20)
REMAINDER OPEN SPACE :	5.92 ± AC.
IMPROVED DRA SPACE (100%):	3.54 ± AC.
DRA (29%)	2.45 ± AC. (9.79 X 0.25)
TOTAL PROVIDED (SHOWN):	11.85 ± AC.

MINIMUM OF 11.14 ACRES OF OPEN SPACE TO BE PROVIDED AT TIME OF DEVELOPMENT

NOTE: SIDEWALK WILL BE PROVIDED ALONG ONE SIDE OF INTERNAL STREETS

DENSITY:
TOTAL ALLOWABLE = 222 UNITS (55.72 X 4)

PROPOSED UNITS:
50' x 110' = 208 UNITS
TOTAL PROPOSED = 208 UNITS

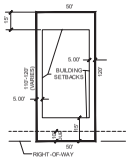
FEMA:
NOTE: ENTIRE PROJECT IS WITHIN FLOOD ZONE X PER FEMA MAP PANEL #12083C0704E

NOTE: FINAL PUD ENTITLEMENT SHALL BE FOR TOTAL ALLOWABLE UNITS BASED AT IMPROVEMENT PLAN NOT TO EXCEED MAXIMUM DENSITY.

NOTE: ALL OUTSIDE LIGHT, IF CONSTRUCTED, SHALL COMPLY WITH SECTION 6.19 OF THE LDC. LIGHTS SHALL BE SHIELDED AS TO NOT CAST GLARE ONTO ADJACENT PROPERTIES.

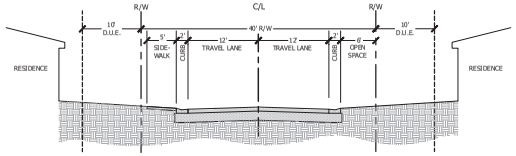
ARCHITECTURAL STYLES

NOTES: FAÇADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.



TYPICAL 50' LOT

NOTE: LOT DEPTH AS SHOWN IS 110'.



TYPICAL NEIGHBORHOOD CROSS SECTION
40' R.O.W.
NOT TO SCALE

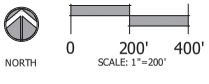
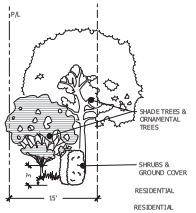


TABLE 1	
LOT AND BUILDING STANDARDS	
SETBACK	BUILDING
FRONT	15'
REAR	15'
SIDE	5'
BUILDING HEIGHT	40'
ACCESSORY STRUCTURE	5' SIDE, 5' REAR



TYPE 'C' BUFFER DETAIL
NOT TO SCALE

TYPE 'C' BUFFER: 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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CERTIFICATE OF AUTHORIZATION #28256

REVISIONS

DATE

NEW STRATEGY HOLDINGS, LLC 51st WEST
MARION COUNTY, FLORIDA

P.U.D. CONCEPT PLAN

DATE 10/6/2021
DRAWN BY NR
CHKD. BY IMM
JOB NO. 21-7069

1 of 1

NOT VALID UNLESS SIGNED AND SEALED BY AUTHORIZED PROFESSIONAL

S:\Work Completed\Active\21-7069\Drawings\Conceptual Site Plan\21-7069 Conceptual Site Plan.dwg, 10/6/2021 10:58:49 AM, Nicole Rogers

vhb
Memorandum

3. DEVELOPMENT TRAFFIC CONDITIONS

The project is proposed to be evaluated for the existing year of 2021 and for future project build out year of 2025. The development traffic conditions are to be developed by adding the development traffic (project traffic) to the future background traffic. The background traffic volumes are proposed to be generated for the year of 2025 by using historical traffic growth rates obtained from the *Ocala/Marion County TPO 2021 Traffic Counts Report* for the study roadways.

A composite growth rate of 6.01% has been developed based on the weighted average of growth rates within the study area network as published in the *Ocala Marion TPO 2021 Traffic Counts Report*. ***Table 1*** shows how this was calculated. In addition, any approved or committed developments will be incorporated into this analysis as background traffic. VHB is respectfully requesting that any committed development programs be provided by the City/County/TPO as part of the pre-application process.

Table 1. Calculation of Composite Growth Rates

Segment	Growth Rate	AADT	Weighted AADT
SW 95th St	5.5	11100	61050
SW 49th Ave	8.4	10900	91560
SW 103rd St Rd	-0.9	5300	-4770
SW 62nd Avenue Rd (S)	8.3	8300	68890
SW 62nd Avenue Rd (N)	5.7	8800	50160
Sum	27.00	44400	266890
Composite Growth Rate:	266890 / 44400 =		**6.011036036**

4. TRIP GENERATION ESTIMATE

The proposed development will include a residential land use. Project significance will include the following land uses and intensities:

- Single Family Detached Housing: 383 Dwelling Units

The project traffic volumes for the proposed development will be generated using the trip generation rates and formulas outlined in the *Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition)*. ***Table 2*** is an estimation of the daily, AM peak-hour, and PM peak-hour volumes.

Table 2. Summary of Trip Generation

			Daily	AM Peak Period					PM Peak Period				
	ITE		Trip	In		Out			In		Out		
Land Use	Code	Intensity	Ends	%	Trips	%	Trips	Total	%	Trips	%	Trips	Total
Single Family	210	383 DU	1,786	25%	33	75%	100	133	63%	113	37%	66	179
Total		383 DU	1,786		33		100	133		113		66	179

Source: *ITE Trip Generation, 10th Edition*

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801

Memorandum

5. PRIMARY IMPACT AREA

Consistent with Marion County's "Traffic Impact Analysis Guidelines", impacted segments will include any public roadway segment where the net new traffic from the proposed project is at least 3% of the Generalized Peak Hour Directional Maximum Service Volume of the roadway plus one segment beyond. Additionally, any signalized or major unsignalized intersections will be determined to be in the study area if the number of new site-generated peak hour trips passing through the intersection is equal to or exceeds 100. The test for segments that are significantly impacted is shown in ***Table 3***.

As shown in ***Table 3***, two segments of SW 49th Street Road are significant. No other roadway segments are significant.

Table 3. Project Significance

PM PEAK HOUR

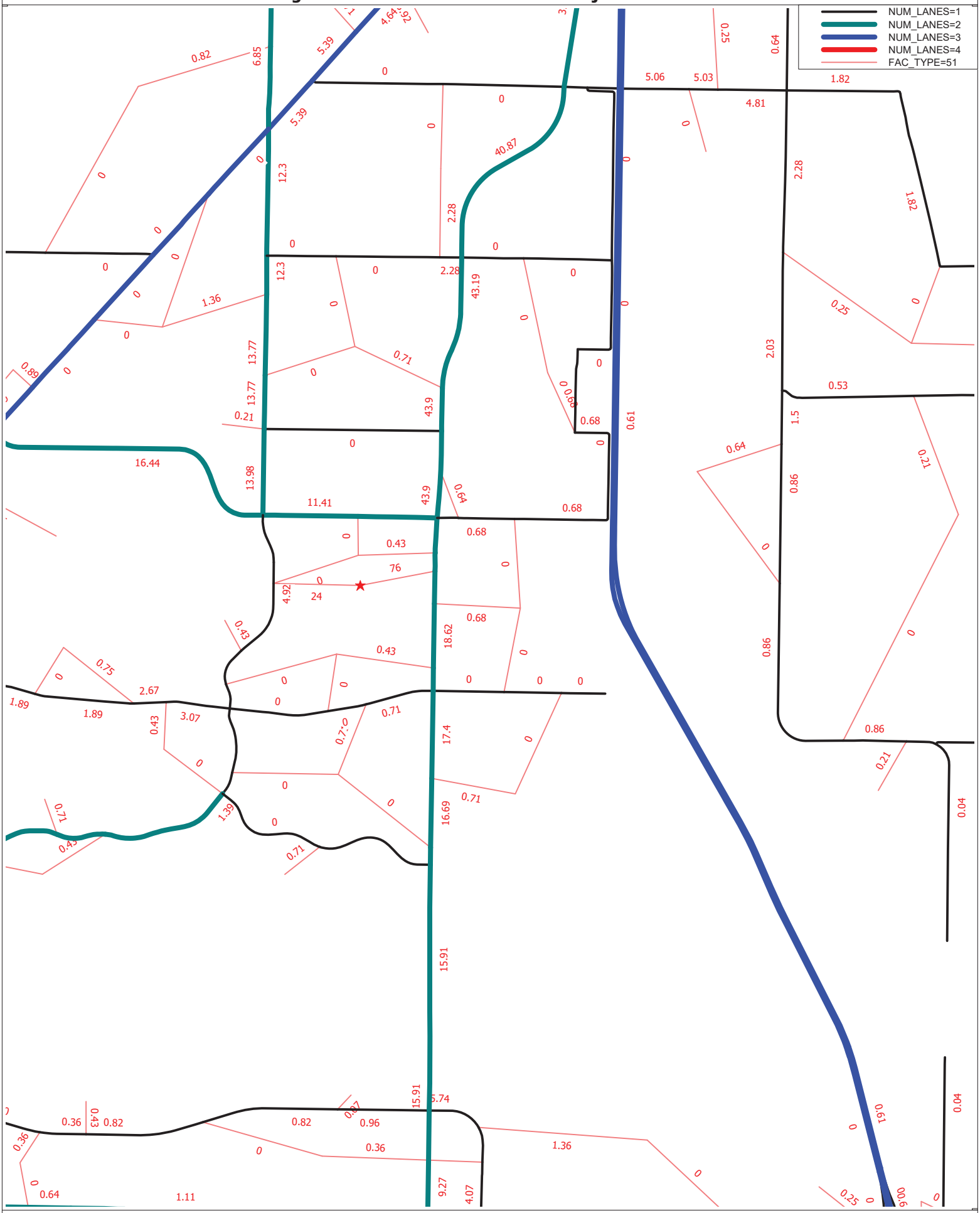
Roadway	Speed Limit	No. of Lanes	Adopted LOS	Daily MSV	2020 FTO AADT	Project Trip Distribution	Project Trips	Significance %	Significance (Yes/No)	Within Study Area (Yes/No)
SW 95th St										
SR 200 to SW 62nd Ave	45	4	D	37,810	9,300	16.44%	19	1.0%	No	No
SW 62nd Ave to SW 49th Ave	45	4	D	37,810	11,100	11.41%	13	0.7%	No	No
SW 49th Ave to SW 38th Ave	30	2	E	10,920	11,100	0.68%	1	0.2%	No	No
SW 49th Ave										
SW 43rd Street Rd to SW 66th St	45	4	D	37,810	19,163	35.73%	40	2.1%	No	No
SW 66th St ro SW 80th St	45	4	D	37,810	19,019	40.87%	46	2.4%	No	No
SW 80th St to SW 95th St	45	4	D	37,810	18,018	43.90%	50	2.6%	No	No
SW 95th St to SW 100th St	45	2	D	16,815	10,900	56.88%	64	7.7%	Yes	Yes
SW 100th St to SW 103rd Street Rd	45	2	D	12,390	10,900	19.19%	22	3.6%	Yes	Yes
SW 103rd Street Rd to SW 115th St	45	2	D	12,390	9,300	17.40%	20	3.2%	Yes	Yes
SW 115th St to Marion Oaks Trail	45	2	D	12,390	9,300	15.91%	18	2.9%	No	No
SW 100th St										
SW 49th Ave to SW 45th Ave	30	2	D	10,360	518	0.68%	1	0.2%	No	No
SW 103rd St										
SW 45th Ave to SW 49th Ave	30	2	E	32,600		0.00%	0	0.0%	No	No
SW 49th Ave to SW 62nd Avenue Rd	40	2	D	12,390	5,300	0.71%	1	0.2%	No	No
SW 62nd Avenue Rd to SW 67th Ct	40	2	D	12,390	5,300	3.07%	3	0.5%	No	No
SW 62nd Avenue Rd										
SW 111th Place Rd to SW 103rd Street Rd	30	2	E	34,230		1.39%	2	0.1%	No	No
SW 103rd Street Rd to SW 95th St	35	2	E	14,040	8,800	19.12%	22	3.1%	Yes	Yes
SW 95th St to SW 80th St	45	4	D	37,810	22,400	13.98%	16	0.8%	No	No

Sources: Florida Traffic Online
Ocala/Maron TPO 2021 Traffic Count Report
VHB, Inc.

6. TRIP DISTRIBUTION & ASSIGNMENT

The project traffic will be distributed to the adjacent roadways and intersections based on the YR 2025 Central Florida Regional Planning Model (CFRPMv7) results, utilizing the existing and committed network. A TAZ representing both parcels was included with a centroid representing the SW 100th Street Extension. The distribution can be found on ***Figure 3***.

Figure 3 - CFRPM7 Year 2025 CF - Project Distribution



Memorandum

7. DATA COLLECTION / EXISTING CONDITIONS

Daily and PM peak-hour traffic counts will be assembled for the study roadway segments and intersections to establish existing traffic conditions. Roadway counts for all study roadways will be identified using the data within the *Ocala/Marion County TPO 2021 Traffic Counts Report*. Intersection turning movement counts will be collected for study intersections with a seasonal factor adjustment applied. The existing condition analysis will evaluate the current capacity of the study roadways identified within the Primary Impact Area.

For the purposes of this study, VHB proposes to evaluate the roadway traffic volumes of the following roadway segments:

- SW 49th Ave
  - SW 95th St to SW 100th St
  - SW 100th St to SW 103rd Street Rd
- SW 62nd Ave Rd
  - SW 103rd Street Rd to SW 95th St

In addition, the following have been identified as "major" intersections along significant roadways and will be analyzed using Synchro 11 and in accordance with the *Highway Capacity Manual* methodology:

- SW 100th St at SW 49th Ave
- SW 95th St at SW 49th Ave
- SW 103rd Street Rd at SW 49th Ave
- SW 95th St at SW 62nd Ave
- SW 62nd Ave at SW 100th St
- SW 103rd Street Rd at SW 62nd Avenue Rd
- East parcel access driveway at future SW 100th St extension
- West parcel access driveway at future SW 100th St extension
- SW 101st Pl at SW 54th Ct (west parcel access)
- SW 101st Pl at SW 100th Loop (east parcel access)

8. MINIMUM ACCEPTABLE LEVEL OF SERVICE

The level of service capacities will be derived from the FDOT Generalized LOS Tables and adopted standards used in this concurrency evaluation are consistent with the Ocala/Marion County TPO Roadway Segment Report from 2009. Non-state roadways were assigned 90% of the associated capacity.

9. TRAFFIC REPORT

As a result of the trip generation, trip distribution, and trip assignment previously mentioned, VHB will evaluate the adjacent transportation system to determine the necessary improvements and timing requirements to accommodate the project for the existing year 2021 and the build-out year 2025 traffic conditions. The assessment of roadway segments and intersection conditions will be conducted for the AM and PM peak-hour conditions. In addition to the level of service and delay reported for intersections, a queue length evaluation will also be conducted for exclusive turn lane needs at project driveways to determine the warrant and length of any turn lanes. The findings of the study will be documented in the traffic report. The traffic report will summarize study procedures, analyses performed, and recommendations, including exhibits to show existing, background, and future with project traffic volumes.

Impacts resulting from project traffic will be identified with recommendations to mitigate adverse segments and intersection lane groups.

B

ITE Trip Generation

Single-Family Detached Housing
(210)

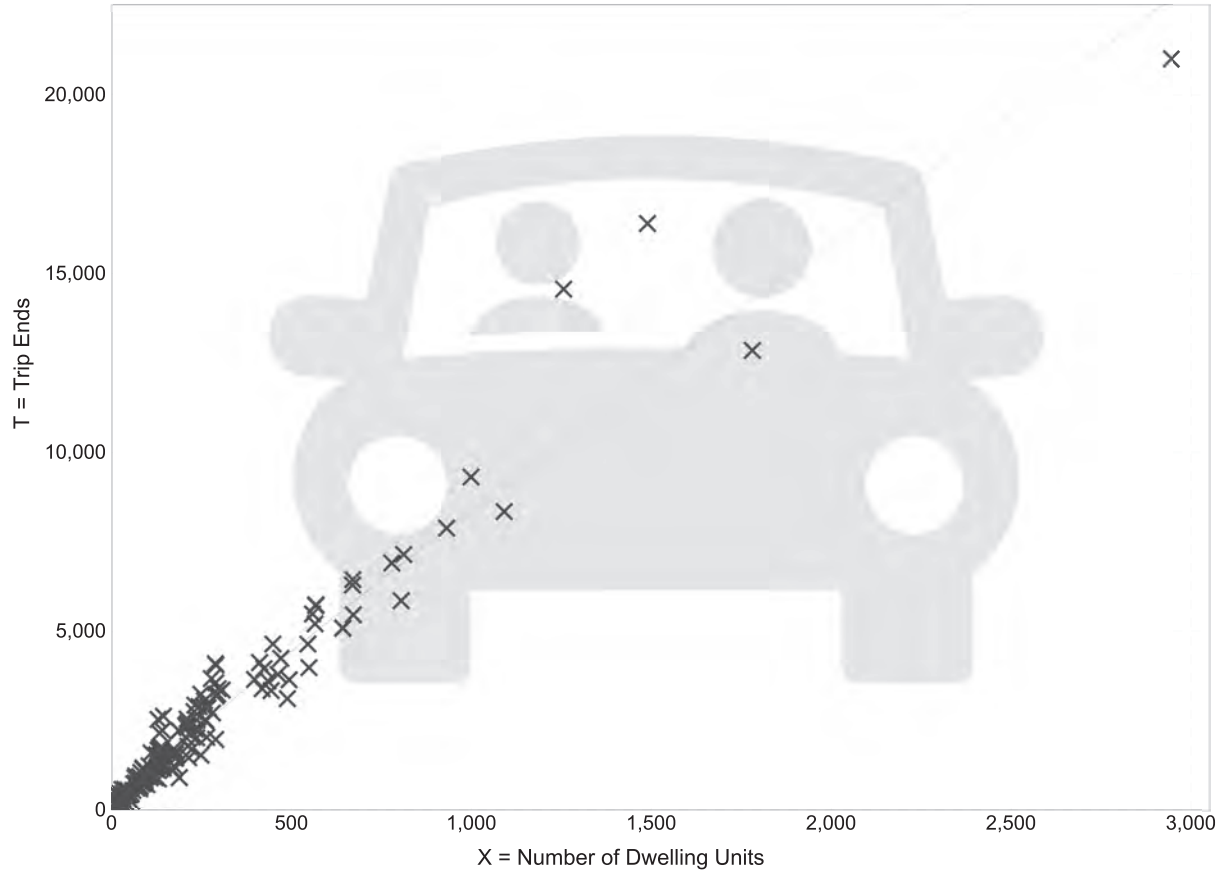
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

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



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

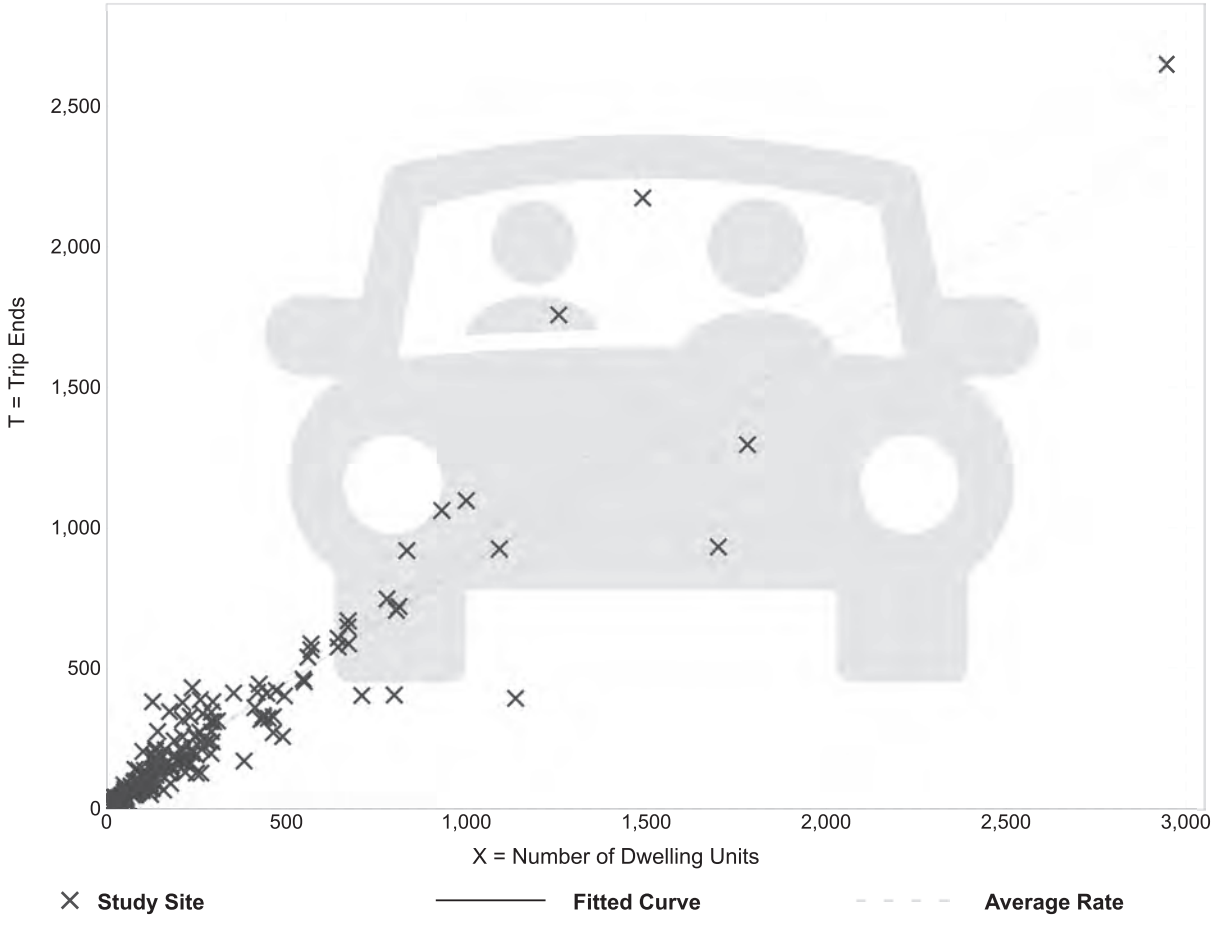
Single-Family Detached Housing
(210)

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



Fitted Curve Equation: Ln(T) = 0.94 Ln(X) + 0.27 **R^2= 0.92**

C

Traffic Count Data

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion
STATE ROUTE:	W 100th St	**INTERSECTING ROUTE:**	SW 49th Ave	**MILEPOST:**	3.982
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	12/9/21
NORTH APPROACH:	SW 49th Ave	**EAST APPROACH:**	SW 100th St		
SOUTH APPROACH:	SW 49th Ave	**WEST APPROACH:**			
		COUNT HOURS:			

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Lights																		
	Southbound					Westbound					Northbound					Eastbound		
	SW 49th Ave					SW 100th St					SW 49th Ave					0		
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right
2:00 PM																		
2:15 PM																		
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3:30 PM																		
3:45 PM																		
4:00 PM	3	167		0		0		2	0			95	1	0				
4:15 PM	6	203		0		1		0	0			95	0	0				
4:30 PM	6	148		0		0		1	1			119	1	0				
4:45 PM	5	178		0		1		7	0			113	0	0				
5:00 PM	9	203		0		3		7	0			117	4	0				
5:15 PM	5	188		0		2		4	0			112	4	0				
5:30 PM	6	207		0		2		0	0			98	3	0				
5:45 PM	3	184		0		1		6	1			98	0	0				
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8:15 PM																		

Petra Data Entry

1. Match column headers below to Petra headers
2. Select all rows in Petra and "Copy Formatted"
3. Paste data into Cell A14
4. Manually enter U-turns from field sheets if needed
5. Repeat for Trucks
6. Manually enter peds & bikes into "Miovision Peds" and "Miovision Bikes" from field sheets

EBU	EBRTOR																			
20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41
U-turn	RTOR																				
											PM Totals										
				SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR
	1192	276		3	172		0		0		2	0			98	1	0				
	1269	312		6	206		0		1		0	0			99	0	0				
	1276	293		6	151		0		0		2	1			132	1	0				
0.924221	1305	311		5	182		0		1		7	0			116	0	0				
	1294	353		9	207		0		3		8	0			122	4	0				
		319		5	189		0		2		4	0			115	4	0				
		322		6	211		0		2		0	0			100	3	0				
		300		3	186		0		1		6	1			103	0	0				
				43	1504		0		10		29	2			885	13	0				
				25	789		0		8		19	0			453	11	0				
			trucks	0	26		0		0		2	0			38	0	0				
				0	13		0		0		1	0			13	0	0				
					2%						5%				3%						

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion
STATE ROUTE:	W 95th St	**INTERSECTING ROUTE:**	SW 49th Ave	**MILEPOST:**	3.982
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	12/9/21
NORTH APPROACH:	SW 49th Ave	**EAST APPROACH:**	SW 95th St		
SOUTH APPROACH:	SW 49th Ave	**WEST APPROACH:**	SW 95th St		
		COUNT HOURS:			

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR	
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Lights																					
	Southbound					Westbound					Northbound					Eastbound					
	SW 49th Ave					SW 95th St					SW 49th Ave					SW 95th S					
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	
2:00 PM																					
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3:30 PM																					
3:45 PM																					
4:00 PM	7	66	7	0	7	5	5	5	0	6	57	31	4	0	1	10	11	64	0	53	
4:15 PM	9	71	10	0	6	9	21	8	0	4	52	42	9	0	0	5	22	74	0	49	
4:30 PM	6	72	4	0	8	7	9	9	0	4	59	44	6	0	3	7	11	48	0	42	
4:45 PM	12	71	6	0	4	15	14	4	0	7	62	47	8	0	1	7	21	70	0	42	
5:00 PM	11	81	9	0	6	12	19	6	0	3	65	45	6	0	5	7	17	67	0	66	
5:15 PM	8	75	11	0	8	11	13	5	0	2	57	41	7	0	2	9	17	47	0	72	
5:30 PM	19	87	8	0	5	11	14	4	0	4	50	28	8	0	1	1	23	71	1	56	
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								PM Totals																
	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR				
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	52	316	34	0	23	49	60	20	0	17	239	163	31	0	12	24	87	260	1	243				
trucks	6	3	0	0	1	1	1	1	0	1	14	8	8	0	6	0	10	12	0	10				
	2	2	0	0	0	0	0	1	0	1	5	2	2	0	3	0	9	5	0	7				
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	12		15			12		10			66		14			7		137						
	9		19			11		8			59		10			9		120						
	19		13			11		8			51		9			2		131						
	16		7			3		6			71		13			8		105						
	94		106			74		79	2		486		87	5		55		946	12					
	52		57			49		37	3%		239		43	6%		25		503	1%					

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion	***Petra Data Entry***
STATE ROUTE:	W 103rd Street Rd	**INTERSECTING ROUTE:**	SW 49th Ave	**MILEPOST:**	3.982	*1. Match column header*
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV	*2. Select all rows in Petra*
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	12/9/21	*3. Paste data into Cell A*
NORTH APPROACH:	W 103rd Street Rd	**EAST APPROACH:**	SW 49th Ave			*4. Manually enter U-turns*
SOUTH APPROACH:	W 103rd Street Rd	**WEST APPROACH:**	W 103rd Street Rd			*5. Repeat for Trucks*
		COUNT HOURS:				*6. Manually enter peds &*

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR	
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Lights																					
	Southbound					Westbound					Northbound					Eastbound					
	W 103rd Street Rd					SW 49th Ave					W 103rd Street Rd					W 103rd St					
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	
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3:45 PM																					
4:00 PM	9	115	6	0	3	3	7	4	0	4	23	79	4	0	1	6	4	35	0	9	
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4:45 PM	15	145	15	0	1	2	3	4	0	5	22	99	2	0	0	4	11	38	0	4	
5:00 PM	14	156	8	0	1	3	4	2	0	2	40	104	6	0	0	7	10	30	0	13	
5:15 PM	8	159	17	0	3	3	9	2	0	3	18	90	6	0	0	16	7	32	0	10	
5:30 PM	16	169	6	0	0	3	5	1	0	5	14	81	10	0	1	13	17	44	0	8	
5:45 PM	13	152	9	0	1	3	10	8	0	3	36	75	7	0	1	10	14	27	0	6	
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below to Petra header
and "Copy Formatted'
4
from field sheets if needed

bikes into "Miovision Peds" and "Miovision Bikes" from field sheet.

23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47
								PM Totals																
	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR				
	9	120	6		3	3	7	4		4	23	81	4		1	7	4	36		10		322	1414	
	21	147	6		0	5	5	3		5	26	75	4		2	9	7	35		9		359	1505	
	18	110	11		2	3	6	7		2	31	100	2		1	8	11	32		14		358	1537	
	15	147	15		1	2	3	4		5	22	102	2		0	4	11	38		4		375	1578	
	15	161	8		1	3	4	2		2	40	110	6		0	7	10	31		13		413	1585	0.959443
	8	161	17		3	3	9	2		3	18	95	6		0	16	7	33		10		391	1173	
	17	171	6		0	3	5	2		5	14	82	10		1	13	17	45		8		399		
	13	155	9		1	3	10	8		3	36	78	7		1	10	14	27		7		382		
	0	0	0		0	0	0	0		0	0	1	0		0	0	0	0		0		1		
	116	1172	78		11	25	49	32		29	210	724	41		6	74	81	277		75				
	53	648	40		5	12	28	14		13	108	365	29		2	46	48	136		38				
trucks	2	24	0		0	0	0	1		1	1	34	0		0	3	0	5		2				
	2	12	0		0	0	0	1		0	0	15	0		0	0	0	3		1				
	4%	2%						4%				4%						2%		3%				
			9					8					5					46						
			6					8					6					44						
			13					9					3					46						
			16					9					2					42						
			9					4					6					44						
			20					5					6					43						
			6					7					11					53						
			10					11					8					34						
			0					0					0					0						
			89					61					47					352	4					
			45					27					31					174	2%					

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion	***Petra Data Entry***
STATE ROUTE:	W 95th Street	**INTERSECTING ROUTE:**	SW 62nd Ave	**MILEPOST:**	3.982	*1. Match column header*
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV	*2. Select all rows in Petr*
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	12/14/21	*3. Paste data into Cell A*
NORTH APPROACH:	W 95th Street	**EAST APPROACH:**	SW 62nd Ave			*4. Manually enter U-turn*
SOUTH APPROACH:	W 95th Street	**WEST APPROACH:**	W 95th Street			*5. Repeat for Trucks*
		COUNT HOURS:				*6. Manually enter peds &*

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR	
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Lights																					
	Southbound					Westbound					Northbound					Eastbound					
	W 95th Street					SW 62nd Ave					W 95th Street					W 95th Str					
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	
2:00 PM																					
2:15 PM																					
2:30 PM																					
2:45 PM																					
3:00 PM																					
3:15 PM																					
3:30 PM																					
3:45 PM																					
4:00 PM	98	102	8	0	6	15	16	18	0	31	8	58	8	0	0	8	50	19	0	3	
4:15 PM	98	82	3	0	2	13	36	13	0	35	9	57	6	0	3	7	53	15	0	0	
4:30 PM	102	88	4	0	5	11	30	15	0	22	10	52	7	0	0	6	59	12	1	2	
4:45 PM	64	105	5	0	4	20	17	18	0	35	12	58	3	0	0	11	38	15	0	1	
5:00 PM	93	109	3	0	4	10	21	9	0	41	10	50	7	0	0	9	43	15	0	0	
5:15 PM	124	117	4	0	4	10	26	10	0	27	10	60	7	0	0	13	27	17	0	6	
5:30 PM	121	91	5	0	5	15	30	12	0	36	14	53	5	0	0	9	33	16	0	7	
5:45 PM	103	102	5	0	3	8	28	31	1	33	11	57	6	0	0	7	28	14	0	5	
6:00 PM																					
6:15 PM																					
6:30 PM																					
6:45 PM																					
7:00 PM																					
7:15 PM																					
7:30 PM																					
7:45 PM																					
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10:15 PM																					
10:30 PM																					
10:45 PM																					
11:00 PM																					
11:15 PM																					
11:30 PM																					
11:45 PM																					

below to Petra header
and "Copy Formatted'
4
from field sheets if needed

bikes into "Miovision Peds" and "Miovision Bikes" from field sheet.

23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47
								PM Totals																
	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR				
	102	102	8	0	6	15	17	19	0	32	8	58	8	0	0	8	52	20	0	3		458	1753	
	101	83	3	0	2	13	39	14	0	36	9	58	6	0	3	7	54	15	0	0		443	1729	
	104	89	4	0	5	11	31	17	0	26	11	53	7	0	0	6	62	12	1	2		441	1756	
	65	106	5	0	4	20	17	19	0	36	12	58	3	0	0	11	39	15	0	1		411	1773	
	96	109	3	0	4	11	22	9	0	41	10	50	7	0	0	9	48	15	0	0		434	1809	0.962234
	125	118	4	0	5	10	27	10	0	28	10	60	7	0	0	13	29	18	0	6		470	1375	
	122	92	5	0	5	15	30	12	0	37	14	54	5	0	0	9	35	16	0	7		458		
	103	102	5	0	4	8	28	31	1	33	12	58	6	0	0	7	30	14	0	5		447		
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0		
	818	801	37		35	103	211	131	1	269	86	449	49		3	70	349	125	1	24				
	446	421	17		18	44	107	62		139	46	222	25		0	38	142	63		18				
trucks	15	5	0		2	1	7	5		9	2	4	0		0	0	18	2		0				
	5	2	0		2	1	2	0		2	1	2	0		0	0	11	1		0				
	1%	0%			11%	2%	2%	0%		1%	2%	1%					8%	1%						
			14					51					8					23						
			5					50					9					15						
			9					43					7					14						
			9					55					3					16						
			7					50					7					15						
			9					38					7					24						
			10					49					5					23						
			9					64					6					19						
			0					0					0					0						
			72	2				400					52					149						
			35	6%				201					25					81						

JAMAR Technologies, Inc.

1500 Industry Road, Suite C
Hatfield, PA 19440

Station: 001
Counted by: Maria/ Santiago
Wether: Clear
Location: SW 62nd Ave at SW 100th St

File Name : Int 001_SW 62nd Ave at SW 100th St
Site Code : 001-2331
Start Date : 2/1/2022
Page No : 1

Groups Printed- General Traffic - Truck Traffic - Turn Traffic

	SW 62nd Ave Rd Southbound				Westbound				SW 62nd Ave Rd Northbound				SW 100th St Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00	0	12	0	12	0	0	0	0	0	62	0	62	2	0	3	5	79
07:15	0	18	0	18	0	0	0	0	0	101	0	101	3	0	0	3	122
07:30	0	21	4	25	0	0	0	0	1	129	0	130	3	0	1	4	159
07:45	0	43	2	45	0	0	0	0	0	94	0	94	4	0	4	8	147
Total	0	94	6	100	0	0	0	0	1	386	0	387	12	0	8	20	507
08:00	0	38	1	39	0	0	0	0	1	81	0	82	4	0	0	4	125
08:15	0	40	2	42	0	0	0	0	1	97	0	98	5	0	2	7	147
08:30	0	48	2	50	0	0	0	0	0	82	0	82	0	0	0	0	132
08:45	0	43	3	46	0	0	0	0	1	98	0	99	2	0	2	4	149
Total	0	169	8	177	0	0	0	0	3	358	0	361	11	0	4	15	553
*** BREAK ***																	
16:00	0	83	3	86	0	0	0	0	1	65	0	66	1	0	2	3	155
16:15	0	105	4	109	0	0	0	0	0	65	0	65	3	0	4	7	181
16:30	0	96	4	100	0	0	0	0	1	49	0	50	4	0	2	6	156
16:45	0	114	4	118	0	0	0	0	1	54	0	55	0	0	2	2	175
Total	0	398	15	413	0	0	0	0	3	233	0	236	8	0	10	18	667
17:00	0	92	4	96	0	0	0	0	1	54	0	55	2	0	2	4	155
17:15	0	109	5	114	0	0	0	0	2	65	0	67	3	0	0	3	184
17:30	0	112	4	116	0	0	0	0	1	45	0	46	2	0	1	3	165
17:45	0	85	2	87	0	0	0	0	2	55	0	57	2	0	1	3	147
Total	0	398	15	413	0	0	0	0	6	219	0	225	9	0	4	13	651
Grand Total	0	1059	44	1103	0	0	0	0	13	1196	0	1209	40	0	26	66	2378
Apprch %	0	96	4		0	0	0		1.1	98.9	0		60.6	0	39.4		
Total %	0	44.5	1.9	46.4	0	0	0	0	0.5	50.3	0	50.8	1.7	0	1.1	2.8	
General Traffic	0	1051	44	1095	0	0	0	0	13	1185	0	1198	40	0	26	66	2359
% General Traffic	0	99.2	100	99.3	0	0	0	0	100	99.1	0	99.1	100	0	100	100	99.2
Truck Traffic	0	8	0	8	0	0	0	0	0	11	0	11	0	0	0	0	19
% Truck Traffic	0	0.8	0	0.7	0	0	0	0	0	0.9	0	0.9	0	0	0	0	0.8
U-Turn Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% U-Turn Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

JAMAR Technologies, Inc.

1500 Industry Road, Suite C
Hatfield, PA 19440

Station: 001
Counted by: Maria/ Santiago
Wether: Clear
Location: SW 62nd Ave at SW 100th St

File Name : Int 001_SW 62nd Ave at SW 100th St
Site Code : 001-2331
Start Date : 2/1/2022
Page No : 2

	SW 62nd Ave Rd Southbound				Westbound				SW 62nd Ave Rd Northbound				SW 100th St Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30																	
07:30	0	21	**4**	25	0	0	0	0	**1**	**129**	0	**130**	3	0	1	4	**159**
07:45	0	**43**	2	**45**	0	0	0	0	0	94	0	94	4	0	**4**	**8**	147
08:00	0	38	1	39	0	0	0	0	1	81	0	82	4	0	0	4	125
08:15	0	40	2	42	0	0	0	0	1	97	0	98	**5**	0	2	7	147
Total Volume	0	142	9	151	0	0	0	0	3	401	0	404	16	0	7	23	578
% App. Total	0	94	6		0	0	0		0.7	99.3	0		69.6	0	30.4		
PHF	.000	.826	.563	.839	.000	.000	.000	.000	.750	.777	.000	.777	.800	.000	.438	.719	.909
Peak Hour Analysis From 16:00 to 17:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 16:45																	
16:45	0	**114**	4	**118**	0	0	0	0	1	54	0	55	0	0	**2**	2	175
17:00	0	92	4	96	0	0	0	0	1	54	0	55	2	0	2	**4**	155
17:15	0	109	**5**	114	0	0	0	0	**2**	**65**	0	**67**	**3**	0	0	3	**184**
17:30	0	112	4	116	0	0	0	0	1	45	0	46	2	0	1	3	165
Total Volume	0	427	17	444	0	0	0	0	5	218	0	223	7	0	5	12	679
% App. Total	0	96.2	3.8		0	0	0		2.2	97.8	0		58.3	0	41.7		
PHF	.000	.936	.850	.941	.000	.000	.000	.000	.625	.838	.000	.832	.583	.000	.625	.750	.923

JAMAR Technologies, Inc.

1500 Industry Road, Suite C
Hatfield, PA 19440

Station: 001
Counted by: Maria/ Santiago
Wether: Clear
Location: SW 62nd Ave at SW 100th St

File Name : Int 001_SW 62nd Ave at SW 100th St
Site Code : 001-2331
Start Date : 2/1/2022
Page No : 1

Groups Printed- General Traffic

	SW 62nd Ave Rd Southbound				Westbound				SW 62nd Ave Rd Northbound				SW 100th St Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00	0	11	0	11	0	0	0	0	0	61	0	61	2	0	3	5	77
07:15	0	18	0	18	0	0	0	0	0	101	0	101	3	0	0	3	122
07:30	0	20	4	24	0	0	0	0	1	128	0	129	3	0	1	4	157
07:45	0	43	2	45	0	0	0	0	0	93	0	93	4	0	4	8	146
Total	0	92	6	98	0	0	0	0	1	383	0	384	12	0	8	20	502
08:00	0	38	1	39	0	0	0	0	1	81	0	82	4	0	0	4	125
08:15	0	40	2	42	0	0	0	0	1	97	0	98	5	0	2	7	147
08:30	0	45	2	47	0	0	0	0	0	79	0	79	0	0	0	0	126
08:45	0	43	3	46	0	0	0	0	1	96	0	97	2	0	2	4	147
Total	0	166	8	174	0	0	0	0	3	353	0	356	11	0	4	15	545
*** BREAK ***																	
16:00	0	82	3	85	0	0	0	0	1	65	0	66	1	0	2	3	154
16:15	0	105	4	109	0	0	0	0	0	65	0	65	3	0	4	7	181
16:30	0	95	4	99	0	0	0	0	1	49	0	50	4	0	2	6	155
16:45	0	114	4	118	0	0	0	0	1	52	0	53	0	0	2	2	173
Total	0	396	15	411	0	0	0	0	3	231	0	234	8	0	10	18	663
17:00	0	91	4	95	0	0	0	0	1	54	0	55	2	0	2	4	154
17:15	0	109	5	114	0	0	0	0	2	64	0	66	3	0	0	3	183
17:30	0	112	4	116	0	0	0	0	1	45	0	46	2	0	1	3	165
17:45	0	85	2	87	0	0	0	0	2	55	0	57	2	0	1	3	147
Total	0	397	15	412	0	0	0	0	6	218	0	224	9	0	4	13	649
Grand Total	0	1051	44	1095	0	0	0	0	13	1185	0	1198	40	0	26	66	2359
Apprch %	0	96	4		0	0	0		1.1	98.9	0		60.6	0	39.4		
Total %	0	44.6	1.9	46.4	0	0	0	0	0.6	50.2	0	50.8	1.7	0	1.1	2.8	

JAMAR Technologies, Inc.

1500 Industry Road, Suite C
Hatfield, PA 19440

Station: 001
Counted by: Maria/ Santiago
Wether: Clear
Location: SW 62nd Ave at SW 100th St

File Name : Int 001_SW 62nd Ave at SW 100th St
Site Code : 001-2331
Start Date : 2/1/2022
Page No : 1

Groups Printed- Truck Traffic

	SW 62nd Ave Rd Southbound				Westbound				SW 62nd Ave Rd Northbound				SW 100th St Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00	0	1	0	1	0	0	0	0	0	1	0	1	0	0	0	0	2
*** BREAK ***																	
07:30	0	1	0	1	0	0	0	0	0	1	0	1	0	0	0	0	2
07:45	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	1
Total	0	2	0	2	0	0	0	0	0	3	0	3	0	0	0	0	5
*** BREAK ***																	
08:30	0	3	0	3	0	0	0	0	0	3	0	3	0	0	0	0	6
08:45	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	2
Total	0	3	0	3	0	0	0	0	0	5	0	5	0	0	0	0	8
*** BREAK ***																	
16:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																	
16:30	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
16:45	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	2
Total	0	2	0	2	0	0	0	0	0	2	0	2	0	0	0	0	4
17:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
17:15	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	1
*** BREAK ***																	
Total	0	1	0	1	0	0	0	0	0	1	0	1	0	0	0	0	2
Grand Total	0	8	0	8	0	0	0	0	0	11	0	11	0	0	0	0	19
Apprch %	0	100	0		0	0	0		0	100	0		0	0	0		
Total %	0	42.1	0	42.1	0	0	0	0	0	57.9	0	57.9	0	0	0	0	

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion	***Petra Data***
STATE ROUTE:	W 103rd Street Rd	**INTERSECTING ROUTE:**	SW 62nd Avenue Rd	**MILEPOST:**	3.982	*1. Match col*
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV	*2. Select all*
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	12/9/21	*3. Paste dat*
NORTH APPROACH:	W 103rd Street Rd	**EAST APPROACH:**	SW 62nd Avenue Rd			*4. Manually*
SOUTH APPROACH:	W 103rd Street Rd	**WEST APPROACH:**	W 103rd Street Rd			*5. Repeat fo*
		COUNT HOURS:				*6. Manually*

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Lights																				
	Southbound					Westbound					Northbound					Eastbound				
	W 103rd Street Rd					SW 62nd Avenue Rd					W 103rd Street Rd					W 103rd S				
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR
2:00 PM																				
2:15 PM																				
2:30 PM																				
2:45 PM																				
3:00 PM																				
3:15 PM																				
3:30 PM																				
3:45 PM																				
4:00 PM	14	56	24	0		1	32	7	0		20	34	5	0		23	50	37	0	
4:15 PM	13	69	19	0		2	38	12	0		22	32	3	0		12	48	31	0	
4:30 PM	15	58	21	0		7	35	5	0		13	38	3	0		14	70	36	0	
4:45 PM	19	62	25	0		2	37	10	0		20	34	2	0		21	53	26	0	
5:00 PM	19	45	24	0		0	46	13	0		14	29	0	0		9	59	32	0	
5:15 PM	18	57	25	0		3	37	8	0		19	29	0	0		13	63	25	0	
5:30 PM	16	53	22	0		1	24	10	0		14	42	7	0		15	72	35	0	
5:45 PM	10	54	18	0		1	54	15	0		13	31	1	0		16	48	32	0	
6:00 PM																				
6:15 PM																				
6:30 PM																				
6:45 PM																				
7:00 PM																				
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8:30 PM																				
8:45 PM																				

Entry

umn headers below to Petra headers
rows in Petra and "Copy Formatted"
a into Cell A14
enter U-turns from field sheets if needed
r Trucks
enter peds & bikes into "Miovision Peds" and "Miovision Bikes" from field sheet

22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
									PM Totals												
		SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR
		15	57	24			1	32	7			20	35	5			23	52	37		
		13	69	19			2	39	12			23	32	3			12	48	31		
		15	59	21			7	35	5			13	38	3			14	72	36		
		19	63	25			2	37	10			20	35	2			21	53	27		
		19	45	24			0	46	13			14	29	0			9	60	32		
		19	58	26			3	37	8			19	30	0			13	63	26		
		16	53	22			1	24	10			14	42	7			15	74	35		
		10	54	18			1	54	15			13	31	1			16	48	32		
		126	458	179			17	304	80			136	272	21			123	470	256		
		62	248	89			12	143	34			76	140	13			70	225	131		
	trucks	2	4	1			0	1	0			1	3	0			0	7	2		
		1	3	0			0	1	0			1	2	0			0	4	1		
		2%	1%					1%				1%	1%					2%	1%		

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion	***Petra Data***
STATE ROUTE:	W 54th Ct	**INTERSECTING ROUTE:**	SW 101st P	**MILEPOST:**	3.982	*1. Match col*
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV	*2. Select all*
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	1/6/22	*3. Paste dat*
NORTH APPROACH:	W 54th Ct	**EAST APPROACH:**	SW 101st P			*4. Manually*
SOUTH APPROACH:	W 54th Ct	**WEST APPROACH:**	W 54th Ct			*5. Repeat fo*
		COUNT HOURS:				*6. Manually*

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Lights																				
	Southbound					Westbound					Northbound					Eastbound				
	W 54th Ct					SW 101st P					W 54th Ct					W 54th Ct				
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR
2:00 PM																				
2:15 PM																				
2:30 PM																				
2:45 PM																				
3:00 PM																				
3:15 PM																				
3:30 PM																				
3:45 PM																				
4:00 PM	0	0	1	0		0	0	0	0		0	0	0	0		1	0	0	0	
4:15 PM	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0	
4:30 PM	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0	
4:45 PM	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0	
5:00 PM	0	0	0	0		0	0	0	0		0	2	0	0		0	0	0	0	
5:15 PM	0	1	0	0		0	0	0	0		0	1	0	0		0	0	0	0	
5:30 PM	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0	
5:45 PM	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0	
6:00 PM																				
6:15 PM																				
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10:30 PM																				
10:45 PM																				

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enter U-turns from field sheets if needed
r Trucks
enter peds & bikes into "Miovision Peds" and "Miovision Bikes" from field sheets

22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
									PM Totals												
		SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR
		0	0	1			0	0	0			0	0	0			1	0	0		
		0	0	0			0	0	1			0	0	0			0	0	0		
		0	0	0			0	0	0			0	1	0			0	0	0		
		0	2	0			0	0	0			0	0	0			0	0	0		
		0	1	0			0	0	0			0	2	0			0	0	0		
		1	1	0			0	0	0			0	1	0			0	0	0		
		0	0	0			0	0	0			0	2	0			0	0	0		
		0	0	0			0	0	0			0	0	0			0	0	0		
		1	4	1			0	0	1			0	6	0			1	0	0		
		1	4	0			0	0	0			0	5	0			0	0	0		
	trucks	1	1	0			0	0	1			0	1	0			0	0	0		
		1	1	0			0	0	0			0	1	0			0	0	0		
		100%	25%										20%								

INPUT DATA

SECTION:	64012.00	**CITY:**	Ocala	**COUNTY:**	Marion
STATE ROUTE:	W 100th Loop	**INTERSECTING ROUTE:**	SW 101st Pl	**MILEPOST:**	3.982
OBSERVER:	VHB	**DATE OF COUNT:**		**COMPLETED BY:**	VV
WEATHER:	Good	**ROAD CONDITION:**	Good	**DATE COMPLETED:**	1/6/22
NORTH APPROACH:	W 100th Loop	**EAST APPROACH:**	SW 101st Pl		
SOUTH APPROACH:	W 100th Loop	**WEST APPROACH:**	W 100th Loop		
		COUNT HOURS:			

PASSENGER VEHICLE DATA

Miovision Data Entry *Add movements in B2 through CC2 to match raw data*	SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU
Paste data into A14 to CC110	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Lights																			
	Southbound					Westbound					Northbound					Eastbound			
	W 100th Loop					SW 101st Pl					W 100th Loop					W 100th Lo			
Start Time	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn	RTOR	Left	Thru	Right	U-turn
2:00 PM																			
2:15 PM																			
2:30 PM																			
2:45 PM																			
3:00 PM																			
3:15 PM																			
3:30 PM																			
3:45 PM																			
4:00 PM	0	1	0	0		0	0	0	0		0	0	0	0		0	0	0	0
4:15 PM	0	1	0	0		0	0	0	0		0	2	0	0		0	0	0	0
4:30 PM	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0
4:45 PM	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0
5:00 PM	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0
5:15 PM	0	0	0	0		1	0	0	0		0	1	0	0		0	0	0	0
5:30 PM	0	1	0	0		0	0	0	0		0	0	1	0		0	0	0	0
5:45 PM	0	1	0	0		0	0	0	0		0	0	1	0		0	0	0	0
6:00 PM																			
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8:45 PM																			
9:00 PM																			
9:15 PM																			

Petra Data Entry

1. Match column headers below to Petra headers
2. Select all rows in Petra and "Copy Formatted"
3. Paste data into Cell A14
4. Manually enter U-turns from field sheets if needed
5. Repeat for Trucks
6. Manually enter peds & bikes into "Miovision Peds" and "Miovision Bikes" from field sheets

EBRTOR																					
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
RTOR																						
										PM Totals												
			SBL	SBT	SBR	SBU	SBRTOR	WBL	WBT	WBR	WBU	WBRTOR	NBL	NBT	NBR	NBU	NBRTOR	EBL	EBT	EBR	EBU	EBRTOR
			0	1	0			0	0	0			0	0	0			0	0	0		
			0	2	0			0	0	0			1	2	0			0	0	0		
			0	0	0			0	0	0			0	1	0			0	0	0		
			0	0	0			0	0	0			0	1	0			0	0	0		
			0	0	0			0	0	0			0	2	0			0	0	0		
			0	0	0			1	0	0			0	1	0			0	0	1		
			0	2	0			0	0	0			0	0	1			0	0	0		
			0	1	0			0	0	0			0	0	1			0	0	0		
			0	6	0			1	0	0			1	7	2			0	0	1		
			0	3	0			1	0	0			0	3	2			0	0	1		
		trucks	0	2	0			0	0	0			1	2	0			0	0	1		
			0	1	0			0	0	0			0	2	0			0	0	1		
				33%										67%						100%		

D

2022 Synchro Analysis

Existing Conditions

Intersection	
Int Delay, s/veh	0.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	19	453	11	25	789
Future Vol, veh/h	8	19	453	11	25	789
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	5	3	2	2	2
Mvmt Flow	9	21	492	12	27	858

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1410	498	0	0	504	0
Stage 1	498	-	-	-	-	-
Stage 2	912	-	-	-	-	-
Critical Hdwy	6.42	6.25	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.345	-	-	2.218	-
Pot Cap-1 Maneuver	153	566	-	-	1061	-
Stage 1	611	-	-	-	-	-
Stage 2	392	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	146	566	-	-	1061	-
Mov Cap-2 Maneuver	146	-	-	-	-	-
Stage 1	611	-	-	-	-	-
Stage 2	373	-	-	-	-	-

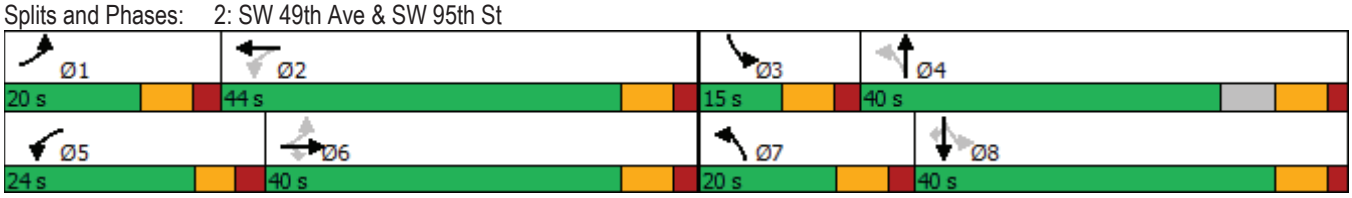
Approach	WB	NB	SB
HCM Control Delay, s	18	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	306	1061	-
HCM Lane V/C Ratio	-	-	0.096	0.026	-
HCM Control Delay (s)	-	-	18	8.5	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.1	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	25	87	503	49	60	239	163	52	316	57
Future Volume (vph)	25	87	503	49	60	239	163	52	316	57
Turn Type	pm+pt	NA	Perm	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	1	6		5	2	7	4	3	8	
Permitted Phases	6		6	2		4		8		8
Detector Phase	1	6	6	5	2	7	4	3	8	8
Switch Phase										
Minimum Initial (s)	7.0	15.0	15.0	7.0	15.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.4	22.5	22.5	13.4	22.5	14.2	22.5	14.2	22.5	22.5
Total Split (s)	20.0	40.0	40.0	24.0	44.0	20.0	40.0	15.0	40.0	40.0
Total Split (%)	16.1%	32.3%	32.3%	19.4%	35.5%	16.1%	32.3%	12.1%	32.3%	32.3%
Yellow Time (s)	4.8	4.8	4.8	3.7	4.8	4.8	4.8	4.8	4.8	4.8
All-Red Time (s)	2.6	2.4	2.4	2.7	2.4	2.4	2.0	2.4	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.4	7.2	7.2	6.4	7.2	7.2	6.8	7.2	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None
Act Effct Green (s)	21.3	17.6	17.6	24.6	20.7	40.1	30.5	28.7	21.6	21.6
Actuated g/C Ratio	0.26	0.21	0.21	0.30	0.25	0.49	0.37	0.35	0.26	0.26
v/c Ratio	0.07	0.25	0.74	0.13	0.12	0.57	0.17	0.12	0.70	0.11
Control Delay	20.7	32.8	11.8	20.3	18.8	19.8	18.7	14.7	37.3	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	20.7	32.8	11.8	20.3	18.8	19.8	18.7	14.7	37.3	0.4
LOS	C	C	B	C	B	B	B	B	D	A
Approach Delay		15.2			19.3		19.3		29.6	
Approach LOS		B			B		B		C	

Intersection Summary	
Cycle Length: 124	
Actuated Cycle Length: 82.1	
Natural Cycle: 80	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.74	
Intersection Signal Delay: 20.4	Intersection LOS: C
Intersection Capacity Utilization 70.6%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 2: SW 49th Ave & SW 95th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	87	503	49	60	37	239	163	43	52	316	57
Future Volume (veh/h)	25	87	503	49	60	37	239	163	43	52	316	57
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1752	1870	1870	1870	1856	1870	1870	1811	1841	1870	1870
Adj Flow Rate, veh/h	27	94	433	53	65	36	257	175	42	56	340	51
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	10	2	2	2	3	2	2	6	4	2	2
Cap, veh/h	513	523	473	405	694	357	350	820	192	426	402	340
Arrive On Green	0.04	0.30	0.30	0.06	0.31	0.31	0.13	0.29	0.29	0.06	0.21	0.21
Sat Flow, veh/h	1781	1752	1585	1781	2269	1168	1781	2858	669	1753	1870	1585
Grp Volume(v), veh/h	27	94	433	53	50	51	257	107	110	56	340	51
Grp Sat Flow(s),veh/h/ln	1781	1752	1585	1781	1777	1660	1781	1777	1750	1753	1870	1585
Q Serve(g_s), s	0.9	3.7	24.2	1.8	1.8	2.0	9.9	4.2	4.4	2.2	16.0	2.4
Cycle Q Clear(g_c), s	0.9	3.7	24.2	1.8	1.8	2.0	9.9	4.2	4.4	2.2	16.0	2.4
Prop In Lane	1.00		1.00	1.00		0.70	1.00		0.38	1.00		1.00
Lane Grp Cap(c), veh/h	513	523	473	405	544	508	350	510	502	426	402	340
V/C Ratio(X)	0.05	0.18	0.92	0.13	0.09	0.10	0.73	0.21	0.22	0.13	0.85	0.15
Avail Cap(c_a), veh/h	690	625	566	646	712	665	366	642	632	473	676	573
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	23.9	31.1	19.8	22.8	22.8	24.1	24.9	24.9	25.1	34.6	29.3
Incr Delay (d2), s/veh	0.0	0.2	17.8	0.1	0.1	0.1	7.1	0.2	0.2	0.1	5.1	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	1.4	10.9	0.8	0.8	0.8	4.5	1.7	1.7	0.9	7.4	0.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.6	24.1	48.9	19.9	22.8	22.9	31.2	25.1	25.1	25.2	39.7	29.5
LnGrp LOS	C	C	D	B	C	C	C	C	C	C	D	C
Approach Vol, veh/h		554			154			474			447	
Approach Delay, s/veh		43.3			21.9			28.4			36.7	
Approach LOS		D			C			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.9	35.3	12.5	33.2	11.6	34.6	19.2	26.5
Change Period (Y+Rc), s	7.4	* 7.2	* 7.2	6.8	6.4	* 7.2	* 7.2	6.8
Max Green Setting (Gmax), s	12.6	* 37	* 7.8	33.2	17.6	* 33	* 13	33.2
Max Q Clear Time (g_c+I1), s	2.9	4.0	4.2	6.4	3.8	26.2	11.9	18.0
Green Ext Time (p_c), s	0.0	0.6	0.0	1.1	0.1	1.2	0.1	1.7

Intersection Summary	
HCM 6th Ctrl Delay	35.2
HCM 6th LOS	D

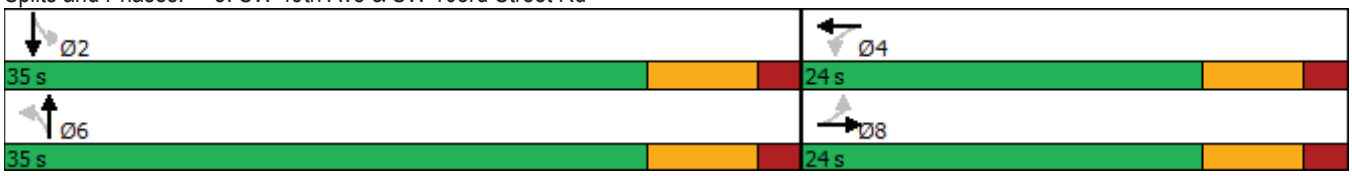
Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	46	48	12	28	108	365	53	648
Future Volume (vph)	46	48	12	28	108	365	53	648
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		8		4		6		2
Permitted Phases	8		4		6		2	
Detector Phase	8	8	4	4	6	6	2	2
Switch Phase								
Minimum Initial (s)	10.0	10.0	10.0	10.0	20.0	20.0	20.0	20.0
Minimum Split (s)	22.5	22.5	22.5	22.5	26.8	26.8	26.8	26.8
Total Split (s)	24.0	24.0	24.0	24.0	35.0	35.0	35.0	35.0
Total Split (%)	40.7%	40.7%	40.7%	40.7%	59.3%	59.3%	59.3%	59.3%
Yellow Time (s)	4.4	4.4	4.4	4.4	4.8	4.8	4.8	4.8
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.4	6.4		6.4	6.8	6.8	6.8	6.8
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	None	None	None	None	Min	Min	Min	Min
Act Effct Green (s)	10.6	10.6		10.6	25.0	25.0	25.0	25.0
Actuated g/C Ratio	0.22	0.22		0.22	0.51	0.51	0.51	0.51
v/c Ratio	0.17	0.47		0.19	0.48	0.44	0.11	0.76
Control Delay	18.2	9.7		13.0	16.2	9.2	7.0	16.3
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0
Total Delay	18.2	9.7		13.0	16.2	9.2	7.0	16.3
LOS	B	A		B	B	A	A	B
Approach Delay		11.2		13.0		10.7		15.7
Approach LOS		B		B		B		B

Intersection Summary	
Cycle Length: 59	
Actuated Cycle Length: 48.8	
Natural Cycle: 60	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.76	
Intersection Signal Delay: 13.2	Intersection LOS: B
Intersection Capacity Utilization 84.2%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 3: SW 49th Ave & SW 103rd Street Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	46	48	174	12	28	27	108	365	31	53	648	45
Future Volume (veh/h)	46	48	174	12	28	27	108	365	31	53	648	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1841	1870	1841	1870	1841	1870	1870
Adj Flow Rate, veh/h	48	50	163	12	29	25	112	380	29	55	675	47
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	4	2	4	2	4	2	2
Cap, veh/h	416	79	259	114	186	129	304	877	67	515	897	62
Arrive On Green	0.21	0.21	0.21	0.21	0.21	0.21	0.52	0.52	0.52	0.52	0.52	0.52
Sat Flow, veh/h	1350	386	1258	123	906	627	731	1689	129	961	1728	120
Grp Volume(v), veh/h	48	0	213	66	0	0	112	0	409	55	0	722
Grp Sat Flow(s),veh/h/ln	1350	0	1644	1655	0	0	731	0	1818	961	0	1849
Q Serve(g_s), s	0.0	0.0	5.7	0.0	0.0	0.0	6.8	0.0	6.7	1.8	0.0	14.8
Cycle Q Clear(g_c), s	1.5	0.0	5.7	5.7	0.0	0.0	21.6	0.0	6.7	8.5	0.0	14.8
Prop In Lane	1.00		0.77	0.18		0.38	1.00		0.07	1.00		0.07
Lane Grp Cap(c), veh/h	416	0	338	429	0	0	304	0	944	515	0	960
V/C Ratio(X)	0.12	0.00	0.63	0.15	0.00	0.00	0.37	0.00	0.43	0.11	0.00	0.75
Avail Cap(c_a), veh/h	634	0	603	685	0	0	354	0	1068	581	0	1086
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	15.7	0.0	17.4	15.7	0.0	0.0	17.6	0.0	7.2	9.8	0.0	9.1
Incr Delay (d2), s/veh	0.1	0.0	1.9	0.2	0.0	0.0	0.7	0.0	0.3	0.1	0.0	2.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	2.0	0.5	0.0	0.0	1.0	0.0	1.6	0.3	0.0	4.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	15.9	0.0	19.3	15.9	0.0	0.0	18.4	0.0	7.5	9.9	0.0	11.7
LnGrp LOS	B	A	B	B	A	A	B	A	A	A	A	B
Approach Vol, veh/h		261			66			521			777	
Approach Delay, s/veh		18.7			15.9			9.8			11.6	
Approach LOS		B			B			A			B	

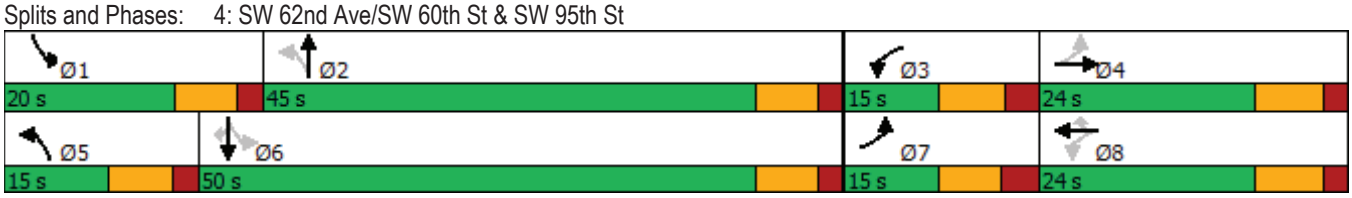
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		31.7		16.3		31.7		16.3				
Change Period (Y+Rc), s		6.8		6.4		6.8		6.4				
Max Green Setting (Gmax), s		28.2		17.6		28.2		17.6				
Max Q Clear Time (g_c+I1), s		16.8		7.7		23.6		7.7				
Green Ext Time (p_c), s		3.7		0.2		1.3		0.9				

Intersection Summary												
HCM 6th Ctrl Delay			12.3									
HCM 6th LOS			B									

Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	38	142	44	107	201	46	222	446	421	35
Future Volume (vph)	38	142	44	107	201	46	222	446	421	35
Turn Type	pm+pt	NA	pm+pt	NA	Perm	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	7	4	3	8		5	2	1	6	
Permitted Phases	4		8		8	2		6		6
Detector Phase	7	4	3	8	8	5	2	1	6	6
Switch Phase										
Minimum Initial (s)	7.0	10.0	7.0	10.0	10.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.7	22.5	14.8	22.5	22.5	14.0	25.0	13.8	22.5	22.5
Total Split (s)	15.0	24.0	15.0	24.0	24.0	15.0	45.0	20.0	50.0	50.0
Total Split (%)	14.4%	23.1%	14.4%	23.1%	23.1%	14.4%	43.3%	19.2%	48.1%	48.1%
Yellow Time (s)	4.8	5.2	5.2	5.2	5.2	5.0	5.0	4.8	5.0	5.0
All-Red Time (s)	2.9	2.0	2.6	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.2	7.8	7.2	7.2	7.0	7.0	6.8	7.0	7.0
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	Min	None	Min	Min
Act Effct Green (s)	14.5	11.2	14.4	11.2	11.2	27.9	20.2	40.0	32.8	32.8
Actuated g/C Ratio	0.19	0.15	0.19	0.15	0.15	0.37	0.27	0.54	0.44	0.44
v/c Ratio	0.13	0.42	0.16	0.21	0.50	0.11	0.51	0.78	0.54	0.05
Control Delay	23.2	23.0	23.7	32.8	10.2	11.3	27.5	24.4	22.6	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.2	23.0	23.7	32.8	10.2	11.3	27.5	24.4	22.6	0.1
LOS	C	C	C	C	B	B	C	C	C	A
Approach Delay		23.1		18.7			24.9		22.6	
Approach LOS		C		B			C		C	

Intersection Summary	
Cycle Length: 104	
Actuated Cycle Length: 74.5	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.78	
Intersection Signal Delay: 22.3	Intersection LOS: C
Intersection Capacity Utilization 76.1%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 4: SW 62nd Ave/SW 60th St & SW 95th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	38	142	81	44	107	201	46	222	25	446	421	35
Future Volume (veh/h)	38	142	81	44	107	201	46	222	25	446	421	35
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1870	1870	1870	1870	1870	1870	1870	1870	1870	1811
Adj Flow Rate, veh/h	40	148	76	46	111	167	48	231	24	465	439	27
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	8	2	2	2	2	2	2	2	2	2	6
Cap, veh/h	328	310	151	293	522	233	328	351	36	526	623	511
Arrive On Green	0.05	0.14	0.14	0.06	0.15	0.15	0.06	0.21	0.21	0.19	0.33	0.33
Sat Flow, veh/h	1781	2204	1076	1781	3554	1585	1781	1666	173	1781	1870	1535
Grp Volume(v), veh/h	40	112	112	46	111	167	48	0	255	465	439	27
Grp Sat Flow(s),veh/h/ln	1781	1692	1588	1781	1777	1585	1781	0	1839	1781	1870	1535
Q Serve(g_s), s	1.3	4.3	4.7	1.5	2.0	7.2	1.4	0.0	9.0	13.2	14.6	0.9
Cycle Q Clear(g_c), s	1.3	4.3	4.7	1.5	2.0	7.2	1.4	0.0	9.0	13.2	14.6	0.9
Prop In Lane	1.00		0.68	1.00		1.00	1.00		0.09	1.00		1.00
Lane Grp Cap(c), veh/h	328	238	223	293	522	233	328	0	388	526	623	511
V/C Ratio(X)	0.12	0.47	0.50	0.16	0.21	0.72	0.15	0.00	0.66	0.88	0.70	0.05
Avail Cap(c_a), veh/h	415	399	375	368	839	374	420	0	982	526	1130	927
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.7	28.2	28.3	23.6	26.7	29.0	19.7	0.0	25.7	18.2	20.7	16.1
Incr Delay (d2), s/veh	0.2	1.7	2.1	0.3	0.2	4.9	0.2	0.0	2.3	16.5	1.8	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	1.7	1.8	0.6	0.8	2.8	0.6	0.0	3.8	7.3	5.8	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.9	29.9	30.4	23.9	27.0	33.9	19.9	0.0	28.0	34.8	22.5	16.2
LnGrp LOS	C	C	C	C	C	C	B	A	C	C	C	B
Approach Vol, veh/h		264			324			303			931	
Approach Delay, s/veh		29.2			30.1			26.8			28.4	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	20.0	22.0	12.0	17.2	11.3	30.7	11.5	17.7
Change Period (Y+Rc), s	6.8	7.0	* 7.8	7.2	7.0	7.0	* 7.7	7.2
Max Green Setting (Gmax), s	13.2	38.0	* 7.2	16.8	8.0	43.0	* 7.3	16.8
Max Q Clear Time (g_c+I1), s	15.2	11.0	3.5	6.7	3.4	16.6	3.3	9.2
Green Ext Time (p_c), s	0.0	1.6	0.0	0.9	0.0	3.2	0.0	0.8

Intersection Summary	
HCM 6th Ctrl Delay	28.6
HCM 6th LOS	C

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	5	5	222	436	17
Future Vol, veh/h	7	5	5	222	436	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	5	5	241	474	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	734	483	492	0	-	0
Stage 1	483	-	-	-	-	-
Stage 2	251	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	387	584	1071	-	-	-
Stage 1	620	-	-	-	-	-
Stage 2	791	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	385	584	1071	-	-	-
Mov Cap-2 Maneuver	486	-	-	-	-	-
Stage 1	617	-	-	-	-	-
Stage 2	791	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.1	0.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1071	-	523	-	-
HCM Lane V/C Ratio	0.005	-	0.025	-	-
HCM Control Delay (s)	8.4	-	12.1	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Intersection Delay, s/veh	22.1
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	70	225	131	12	143	34	76	140	13	62	248	89
Future Vol, veh/h	70	225	131	12	143	34	76	140	13	62	248	89
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	71	230	134	12	146	35	78	143	13	63	253	91
Number of Lanes	0	1	0	0	1	0	0	1	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	2	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	2	1	1
HCM Control Delay	28.5	14.7	16.8	21.7
HCM LOS	D	B	C	C

Lane	NBLn1	EBLn1	WBLn1	SBLn1	SBLn2
Vol Left, %	33%	16%	6%	100%	0%
Vol Thru, %	61%	53%	76%	0%	74%
Vol Right, %	6%	31%	18%	0%	26%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	229	426	189	62	337
LT Vol	76	70	12	62	0
Through Vol	140	225	143	0	248
RT Vol	13	131	34	0	89
Lane Flow Rate	234	435	193	63	344
Geometry Grp	5	2	2	7	7
Degree of Util (X)	0.474	0.775	0.386	0.137	0.679
Departure Headway (Hd)	7.306	6.531	7.214	7.812	7.11
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	495	556	500	462	512
Service Time	5.333	4.531	5.25	5.512	4.81
HCM Lane V/C Ratio	0.473	0.782	0.386	0.136	0.672
HCM Control Delay	16.8	28.5	14.7	11.7	23.5
HCM Lane LOS	C	D	B	B	C
HCM 95th-tile Q	2.5	7.1	1.8	0.5	5.1

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	0	0	0	0	0	5	0	1	4	0
Future Vol, veh/h	0	0	0	0	0	0	0	5	0	1	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	20	2	100	25	2
Mvmt Flow	0	0	0	0	0	0	0	6	0	1	5	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	13	13	5	13	13	6	5	0	0	6	0	0
Stage 1	7	7	-	6	6	-	-	-	-	-	-	-
Stage 2	6	6	-	7	7	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	5.1	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	3.1	-	-
Pot Cap-1 Maneuver	1004	881	1078	1004	881	1077	1616	-	-	1154	-	-
Stage 1	1015	890	-	1016	891	-	-	-	-	-	-	-
Stage 2	1016	891	-	1015	890	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	1003	880	1078	1003	880	1077	1616	-	-	1154	-	-
Mov Cap-2 Maneuver	1003	880	-	1003	880	-	-	-	-	-	-	-
Stage 1	1015	889	-	1016	891	-	-	-	-	-	-	-
Stage 2	1016	891	-	1014	889	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0	0	1.6
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1616	-	-	-	-	1154	-	-
HCM Lane V/C Ratio	-	-	-	-	-	0.001	-	-
HCM Control Delay (s)	0	-	-	0	0	8.1	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	-	-	0	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	1	1	0	0	0	3	2	0	3	0
Future Vol, veh/h	0	0	1	1	0	0	0	3	2	0	3	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	100	2	2	2	2	67	2	2	33	2
Mvmt Flow	0	0	1	1	0	0	0	4	2	0	4	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	9	10	4	10	9	5	4	0	0	6	0	0
Stage 1	4	4	-	5	5	-	-	-	-	-	-	-
Stage 2	5	6	-	5	4	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	7.2	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	4.2	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	1010	885	852	1008	886	1078	1618	-	-	1615	-	-
Stage 1	1018	892	-	1017	892	-	-	-	-	-	-	-
Stage 2	1017	891	-	1017	892	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	1010	885	852	1007	886	1078	1618	-	-	1615	-	-
Mov Cap-2 Maneuver	1010	885	-	1007	886	-	-	-	-	-	-	-
Stage 1	1018	892	-	1017	892	-	-	-	-	-	-	-
Stage 2	1017	891	-	1016	892	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.2	8.6	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1618	-	-	852	1007	1615	-	-
HCM Lane V/C Ratio	-	-	-	0.001	0.001	-	-	-
HCM Control Delay (s)	0	-	-	9.2	8.6	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-	-

E

Intersection Volume Derivation

TIA

Inputs:	Analysis Years			External Project Trips			Passby Project Trips			PM Peak
	Existing Year	Future Year	Total	In	Out	Total	In	Out	Total	
	2022	2024	2	221	130	351	N/A			

Existing Turning Movement Counts

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	0	453	11	25	789	0	0	0	0	8	0	19
2	SW 49th Ave	SW 95th St	PM	239	163	43	52	316	57	25	87	503	49	60	37
3	SW 49th Ave	SW 103rd St Rd	PM	108	365	31	53	648	45	46	48	174	12	28	27
4	SW 62nd Ave	SW 95th St	PM	46	222	25	446	421	35	38	142	81	44	107	201
5	SW 62nd Ave	SW 100th St	PM	5	218	0	0	427	17	7	0	5	0	0	0
6	SW 62nd Ave	SW 103rd St Rd	PM	76	140	13	62	248	89	70	225	131	12	143	34
7	East Access	SW 100th St	PM												
8	West Access	SW 100th St	PM												
9	SW 54th Ct	SW 101st Pl	PM	0	5	0	1	4	0	0	0	0	0	0	0
10	SW 100th Loop	SW 101st Pl	PM	0	3	2	0	3	0	0	0	1	1	0	0

Truck Factors

Location	Intersection NB/SB	Intersection EB/WB	PHF	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	0.92		3.0%			2.0%							5.0%
2	SW 49th Ave	SW 95th St	0.93	2.0%	1.0%	6.0%	4.0%	1.0%			10.0%	1.0%			3.0%
3	SW 49th Ave	SW 103rd St Rd	0.96		4.0%		4.0%	2.0%				2.0%			4.0%
4	SW 62nd Ave	SW 95th St	0.96	2.0%	1.0%		1.0%		6.0%		8.0%	1.0%	2.0%	2.0%	
5	SW 62nd Ave	SW 100th St	0.92		1.4%			0.23%							
6	SW 62nd Ave	SW 103rd St Rd	0.98	1.0%	1.0%		2.0%	1.0%			2.0%	1.0%		1.0%	
7	East Access	SW 100th St													
8	West Access	SW 100th St													
9	SW 54th Ct	SW 101st Pl	0.83		20.0%		100.0%	25.0%							
10	SW 100th Loop	SW 101st Pl	0.83		67.0%			33.0%				100.0%			

2022 TMC Projected

Location	Intersection NB/SB	Intersection EB/WB	Seasonal Factor	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	1.00	0	453	11	25	789	0	0	0	0	8	0	19
2	SW 49th Ave	SW 95th St	1.00	239	163	43	52	316	57	25	87	503	49	60	37
3	SW 49th Ave	SW 103rd St Rd	1.00	108	365	31	53	648	45	46	48	174	12	28	27
4	SW 62nd Ave	SW 95th St	1.00	46	222	25	446	421	35	38	142	81	44	107	201
5	SW 62nd Ave	SW 100th St	1.02	5	222	0	0	436	17	7	0	5	0	0	0
6	SW 62nd Ave	SW 103rd St Rd	1.00	76	140	13	62	248	89	70	225	131	12	143	34
7	East Access	SW 100th St		0	0	0	0	0	0	0	0	0	0	0	0
8	West Access	SW 100th St		0	0	0	0	0	0	0	0	0	0	0	0
9	SW 54th Ct	SW 101st Pl	1.01	0	5	0	1	4	0	0	0	0	0	0	0
10	SW 100th Loop	SW 101st Pl	1.01	0	3	2	0	3	0	0	0	1	1	0	0

Annual Growth Rates

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
2	SW 49th Ave	SW 95th St	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
3	SW 49th Ave	SW 103rd St Rd	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
4	SW 62nd Ave	SW 95th St	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
5	SW 62nd Ave	SW 100th St	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
6	SW 62nd Ave	SW 103rd St Rd	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
7	East Access	SW 100th St	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
8	West Access	SW 100th St	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
9	SW 54th Ct	SW 101st Pl	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
10	SW 100th Loop	SW 101st Pl	PM	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%

Future Background

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	0	507	12	28	884	0	0	0	0	9	0	21
2	SW 49th Ave	SW 95th St	PM	268	183	48	58	354	64	28	97	563	55	67	41
3	SW 49th Ave	SW 103rd St Rd	PM	121	409	35	59	726	50	52	54	195	13	31	30
4	SW 62nd Ave	SW 95th St	PM	52	249	28	500	472	39	43	159	91	49	120	225
5	SW 62nd Ave	SW 100th St	PM	6	249	0	0	488	19	8	0	6	0	0	0
6	SW 62nd Ave	SW 103rd St Rd	PM	85	157	15	69	278	100	78	252	147	13	160	38
7	East Access	SW 100th St	PM	0	0	0	0	0	0	0	0	0	0	0	0
8	West Access	SW 100th St	PM	0	0	0	0	0	0	0	0	0	0	0	0
9	SW 54th Ct	SW 101st Pl	PM	0	6	0	1	4	0	0	0	0	0	0	0
10	SW 100th Loop	SW 101st Pl	PM	0	3	2	0	3	0	0	0	1	1	0	0

Future Trip Distribution Out (Movement)

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	45.50%	0.00%	10.50%	0.00%	0.00%	0.00%
2	SW 49th Ave	SW 95th St	PM	0.00%	44.00%	1.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3	SW 49th Ave	SW 103rd St Rd	PM	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.50%	0.00%	7.50%	0.00%	0.00%	0.00%
4	SW 62nd Ave	SW 95th St	PM	16.50%	14.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
5	SW 62nd Ave	SW 100th St	PM	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.50%	0.00%	30.50%
6	SW 62nd Ave	SW 103rd St Rd	PM	0.00%	0.00%	0.00%	0.00%	0.00%	0.50%	0.00%	0.00%	0.00%	1.50%	2.50%	0.00%
7	East Access	SW 100th St	PM	8.00%	0.00%	26.00%	0.00%	0.00%	0.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%
8	West Access	SW 100th St	PM	17.50%	0.00%	11.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	13.50%	0.00%
9	SW 54th Ct	SW 101st Pl	PM	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	19.00%	0.00%	2.00%	0.00%	0.00%	5.50%
10	SW 100th Loop	SW 101st Pl	PM	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.50%	5.50%	0.00%

Future Trip Distribution In (Leg)

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	10.5%					45.5%						
2	SW 49th Ave	SW 95th St	PM					44.0%					1.5%		
3	SW 49th Ave	SW 103rd St Rd	PM	7.5%	10.0%				0.5%						
4	SW 62nd Ave	SW 95th St	PM					14.0%				16.5%			
5	SW 62nd Ave	SW 100th St	PM			0.5%	30.5%								
6	SW 62nd Ave	SW 103rd St Rd	PM			1.5%				0.5%	2.5%				
7	East Access	SW 100th St	PM									8.0%	26.0%	30.0%	
8	West Access	SW 100th St	PM								13.5%	17.5%	11.0%		
9	SW 54th Ct	SW 101st Pl	PM	2.0%			5.5%		19.0%						
10	SW 100th Loop	SW 101st Pl	PM			0.5%					5.5%				

In / Out (Input: I/O)

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	I					I	O		O			
2	SW 49th Ave	SW 95th St	PM		O	O		I					I		
3	SW 49th Ave	SW 103rd St Rd	PM	I	I			O	I	O		O			
4	SW 62nd Ave	SW 95th St	PM	O	O			I				I			
5	SW 62nd Ave	SW 100th St	PM			I	I						O		O
6	SW 62nd Ave	SW 103rd St Rd	PM			I			O	I	I		O	O	
7	East Access	SW 100th St	PM	O		O					O	I	I	I	
8	West Access	SW 100th St	PM	O		O					I	I	I	O	
9	SW 54th Ct	SW 101st Pl	PM	I			I		I	O		O			O
10	SW 100th Loop	SW 101st Pl	PM			I					I		O	O	

Trip Adjustment

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM						-1						
2	SW 49th Ave	SW 95th St	PM												
3	SW 49th Ave	SW 103rd St Rd	PM												
4	SW 62nd Ave	SW 95th St	PM		1										
5	SW 62nd Ave	SW 100th St	PM												
6	SW 62nd Ave	SW 103rd St Rd	PM												
7	East Access	SW 100th St	PM												
8	West Access	SW 100th St	PM									-1			
9	SW 54th Ct	SW 101st Pl	PM												
10	SW 100th Loop	SW 101st Pl	PM												

External Project Trips

External Trip Generation — Entering: 221 — Exiting: 130 — Total: 351

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	23	0	0	0	0	100	59	0	14	0	0	0
2	SW 49th Ave	SW 95th St	PM	0	57	2	0	97	0	0	0	0	3	0	0
3	SW 49th Ave	SW 103rd St Rd	PM	17	22	0	0	13	1	1	0	10	0	0	0
4	SW 62nd Ave	SW 95th St	PM	21	19	0	0	31	0	0	0	36	0	0	0
5	SW 62nd Ave	SW 100th St	PM	0	0	1	67	0	0	0	0	0	1	0	40
6	SW 62nd Ave	SW 103rd St Rd	PM	0	0	3	0	0	1	1	6	0	2	3	0
7	East Access	SW 100th St	PM	10	0	34	0	0	0	0	39	18	57	66	0
8	West Access	SW 100th St	PM	23	0	14	0	0	0	0	30	38	24	18	0
9	SW 54th Ct	SW 101st Pl	PM	4	0	0	12	0	42	25	0	3	0	0	7
10	SW 100th Loop	SW 101st Pl	PM	0	0	1	0	0	0	0	12	0	1	7	0

Future Project Trips

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	23	0	0	0	0	100	59	0	14	0	0	0
2	SW 49th Ave	SW 95th St	PM	0	57	2	0	97	0	0	0	0	3	0	0
3	SW 49th Ave	SW 103rd St Rd	PM	17	22	0	0	13	1	1	0	10	0	0	0
4	SW 62nd Ave	SW 95th St	PM	21	19	0	0	31	0	0	0	36	0	0	0
5	SW 62nd Ave	SW 100th St	PM	0	0	1	67	0	0	0	0	0	1	0	40
6	SW 62nd Ave	SW 103rd St Rd	PM	0	0	3	0	0	1	1	6	0	2	3	0
7	East Access	SW 100th St	PM	10	0	34	0	0	0	0	39	18	57	66	0
8	West Access	SW 100th St	PM	23	0	14	0	0	0	0	30	38	24	18	0
9	SW 54th Ct	SW 101st Pl	PM	4	0	0	12	0	42	25	0	3	0	0	7
10	SW 100th Loop	SW 101st Pl	PM	0	0	1	0	0	0	0	12	0	1	7	0

Future Buildout

Location	Intersection NB/SB	Intersection EB/WB	Peak Hour	Northbound Left	Northbound Thru	Northbound Right	Southbound Left	Southbound Thru	Southbound Right	Eastbound Left	Eastbound Thru	Eastbound Right	Westbound Left	Westbound Thru	Westbound Right
1	SW 49th Ave	SW 100th St	PM	23	507	12	28	884	100	59	0	14	9	0	21
2	SW 49th Ave	SW 95th St	PM	268	240	50	58	451	64	28	97	563	58	67	41
3	SW 49th Ave	SW 103rd St Rd	PM	138	431	35	59	739	51	53	54	205	13	31	30
4	SW 62nd Ave	SW 95th St	PM	73	268	28	500	503	39	43	159	127	49	120	225
5	SW 62nd Ave	SW 100th St	PM	6	249	1	67	488	19	8	0	6	1	0	40
6	SW 62nd Ave	SW 103rd St Rd	PM	85	157	18	69	278	101	79	258	147	15	163	38
7	East Access	SW 100th St	PM	10	0	34	0	0	0	0	39	18	57	66	0
8	West Access	SW 100th St	PM	23	0	14	0	0	0	0	30	38	24	18	0
9	SW 54th Ct	SW 101st Pl	PM	4	6	0	13	4	42	25	0	3	0	0	7
10	SW 100th Loop	SW 101st Pl	PM	0	3	3	0	3	0	0	12	1	2	7	0

F

2024 Synchro Analysis

Future Conditions

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	21	507	12	28	884
Future Vol, veh/h	9	21	507	12	28	884
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	5	3	2	2	2
Mvmt Flow	10	23	551	13	30	961

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1099	282	0	0	564	0
Stage 1	558	-	-	-	-	-
Stage 2	541	-	-	-	-	-
Critical Hdwy	6.84	7	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.35	-	-	2.22	-
Pot Cap-1 Maneuver	207	706	-	-	1004	-
Stage 1	537	-	-	-	-	-
Stage 2	548	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	194	706	-	-	1004	-
Mov Cap-2 Maneuver	194	-	-	-	-	-
Stage 1	537	-	-	-	-	-
Stage 2	513	-	-	-	-	-

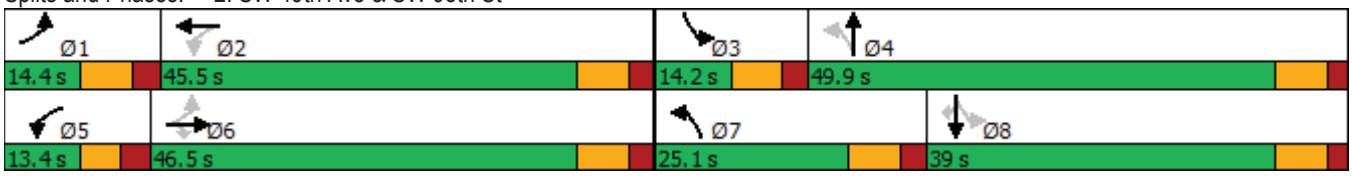
Approach	WB	NB	SB
HCM Control Delay, s	15	0	0.6
HCM LOS	C		

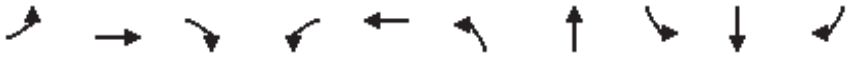
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	394	1004	-
HCM Lane V/C Ratio	-	-	0.083	0.03	-
HCM Control Delay (s)	-	-	15	8.7	0.3
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.1	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	28	97	563	55	67	268	183	58	354	64
Future Volume (vph)	28	97	563	55	67	268	183	58	354	64
Turn Type	pm+pt	NA	Perm	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	1	6		5	2	7	4	3	8	
Permitted Phases	6		6	2		4		8		8
Detector Phase	1	6	6	5	2	7	4	3	8	8
Switch Phase										
Minimum Initial (s)	7.0	15.0	15.0	7.0	15.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.4	22.5	22.5	13.4	22.5	14.2	22.5	14.2	22.5	22.5
Total Split (s)	14.4	46.5	46.5	13.4	45.5	25.1	49.9	14.2	39.0	39.0
Total Split (%)	11.6%	37.5%	37.5%	10.8%	36.7%	20.2%	40.2%	11.5%	31.5%	31.5%
Yellow Time (s)	4.8	4.8	4.8	3.7	4.8	4.8	4.8	4.8	4.8	4.8
All-Red Time (s)	2.6	2.4	2.4	2.7	2.4	2.4	2.0	2.4	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.4	7.2	7.2	6.4	7.2	7.2	6.8	7.2	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None
Act Effct Green (s)	28.0	22.9	22.9	29.9	25.4	48.2	38.0	31.5	24.5	24.5
Actuated g/C Ratio	0.29	0.24	0.24	0.31	0.26	0.50	0.39	0.33	0.25	0.25
v/c Ratio	0.07	0.25	0.84	0.14	0.13	0.66	0.18	0.15	0.81	0.12
Control Delay	22.3	33.9	21.2	22.4	20.5	25.1	20.6	18.0	50.0	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.3	33.9	21.2	22.4	20.5	25.1	20.6	18.0	50.0	0.4
LOS	C	C	C	C	C	C	C	B	D	A
Approach Delay		23.1			21.1		23.0		39.4	
Approach LOS		C			C		C		D	

Intersection Summary	
Cycle Length: 124	
Actuated Cycle Length: 96.4	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.84	
Intersection Signal Delay: 27.1	Intersection LOS: C
Intersection Capacity Utilization 76.3%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 2: SW 49th Ave & SW 95th St





Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	30	104	605	59	116	288	249	62	381	69
v/c Ratio	0.07	0.25	0.84	0.14	0.13	0.66	0.18	0.15	0.81	0.12
Control Delay	22.3	33.9	21.2	22.4	20.5	25.1	20.6	18.0	50.0	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.3	33.9	21.2	22.4	20.5	25.1	20.6	18.0	50.0	0.4
Queue Length 50th (ft)	12	55	92	24	19	99	47	18	220	0
Queue Length 95th (ft)	34	106	261	55	44	#230	97	54	#429	0
Internal Link Dist (ft)		5250			3635		2576		1250	
Turn Bay Length (ft)	370			190		370		300		
Base Capacity (vph)	405	744	940	429	1422	469	1624	406	658	701
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.14	0.64	0.14	0.08	0.61	0.15	0.15	0.58	0.10

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	97	563	55	67	41	268	183	48	58	354	64
Future Volume (veh/h)	28	97	563	55	67	41	268	183	48	58	354	64
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1752	1870	1870	1870	1856	1870	1870	1811	1841	1870	1870
Adj Flow Rate, veh/h	30	104	497	59	72	40	288	197	48	62	381	59
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	10	2	2	2	3	2	2	6	4	2	2
Cap, veh/h	534	580	525	396	763	395	341	892	212	414	427	362
Arrive On Green	0.04	0.33	0.33	0.05	0.34	0.34	0.14	0.31	0.31	0.05	0.23	0.23
Sat Flow, veh/h	1781	1752	1585	1781	2265	1171	1781	2847	678	1753	1870	1585
Grp Volume(v), veh/h	30	104	497	59	55	57	288	121	124	62	381	59
Grp Sat Flow(s),veh/h/ln	1781	1752	1585	1781	1777	1660	1781	1777	1748	1753	1870	1585
Q Serve(g_s), s	1.2	4.7	33.9	2.3	2.4	2.6	13.2	5.6	5.8	2.9	21.9	3.3
Cycle Q Clear(g_c), s	1.2	4.7	33.9	2.3	2.4	2.6	13.2	5.6	5.8	2.9	21.9	3.3
Prop In Lane	1.00		1.00	1.00		0.71	1.00		0.39	1.00		1.00
Lane Grp Cap(c), veh/h	534	580	525	396	599	559	341	557	548	414	427	362
V/C Ratio(X)	0.06	0.18	0.95	0.15	0.09	0.10	0.84	0.22	0.23	0.15	0.89	0.16
Avail Cap(c_a), veh/h	579	621	562	414	614	573	382	690	679	431	543	460
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.5	26.4	36.1	21.9	25.2	25.2	28.2	28.1	28.1	29.6	41.5	34.3
Incr Delay (d2), s/veh	0.0	0.1	24.6	0.2	0.1	0.1	14.5	0.2	0.2	0.2	14.3	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	1.9	15.9	1.0	1.0	1.0	6.6	2.3	2.4	1.2	11.4	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.5	26.5	60.7	22.0	25.2	25.3	42.7	28.3	28.4	29.8	55.8	34.5
LnGrp LOS	C	C	E	C	C	C	D	C	C	C	E	C
Approach Vol, veh/h		631			171			533			502	
Approach Delay, s/veh		53.3			24.2			36.1			50.1	
Approach LOS		D			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.6	44.6	13.2	41.6	12.3	43.9	22.6	32.1
Change Period (Y+Rc), s	7.4	* 7.2	* 7.2	6.8	6.4	* 7.2	* 7.2	6.8
Max Green Setting (Gmax), s	7.0	* 38	* 7	43.1	7.0	* 39	* 18	32.2
Max Q Clear Time (g_c+I1), s	3.2	4.6	4.9	7.8	4.3	35.9	15.2	23.9
Green Ext Time (p_c), s	0.0	0.6	0.0	1.3	0.0	0.9	0.2	1.4

Intersection Summary		
HCM 6th Ctrl Delay		44.7
HCM 6th LOS		D

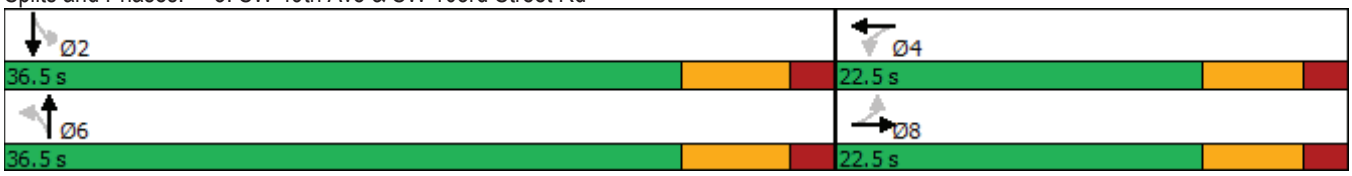
Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	52	54	13	31	121	409	59	726
Future Volume (vph)	52	54	13	31	121	409	59	726
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		8		4		6		2
Permitted Phases	8		4		6		2	
Detector Phase	8	8	4	4	6	6	2	2
Switch Phase								
Minimum Initial (s)	10.0	10.0	10.0	10.0	20.0	20.0	20.0	20.0
Minimum Split (s)	22.5	22.5	22.5	22.5	26.8	26.8	26.8	26.8
Total Split (s)	22.5	22.5	22.5	22.5	36.5	36.5	36.5	36.5
Total Split (%)	38.1%	38.1%	38.1%	38.1%	61.9%	61.9%	61.9%	61.9%
Yellow Time (s)	4.4	4.4	4.4	4.4	4.8	4.8	4.8	4.8
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.4	6.4		6.4	6.8	6.8	6.8	6.8
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	None	None	None	None	Min	Min	Min	Min
Act Effct Green (s)	11.2	11.2		11.2	21.7	21.7	21.7	21.7
Actuated g/C Ratio	0.24	0.24		0.24	0.47	0.47	0.47	0.47
v/c Ratio	0.17	0.51		0.19	0.43	0.29	0.15	0.49
Control Delay	16.0	11.1		11.3	14.2	7.8	8.4	9.6
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0
Total Delay	16.0	11.1		11.3	14.2	7.8	8.4	9.6
LOS	B	B		B	B	A	A	A
Approach Delay		11.9		11.3		9.2		9.5
Approach LOS		B		B		A		A

Intersection Summary	
Cycle Length: 59	
Actuated Cycle Length: 46.2	
Natural Cycle: 55	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.51	
Intersection Signal Delay: 9.9	Intersection LOS: A
Intersection Capacity Utilization 70.3%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 3: SW 49th Ave & SW 103rd Street Rd



Lane Group	EBL	EBT	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	54	259	77	126	462	61	808
v/c Ratio	0.17	0.51	0.19	0.43	0.29	0.15	0.49
Control Delay	16.0	11.1	11.3	14.2	7.8	8.4	9.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	16.0	11.1	11.3	14.2	7.8	8.4	9.6
Queue Length 50th (ft)	11	22	9	19	31	8	64
Queue Length 95th (ft)	37	82	39	65	67	28	126
Internal Link Dist (ft)		4180	2909		2272		2594
Turn Bay Length (ft)	200			240		240	
Base Capacity (vph)	465	678	573	407	2247	578	2290
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.12	0.38	0.13	0.31	0.21	0.11	0.35

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	52	54	195	13	31	30	121	409	35	59	726	50
Future Volume (veh/h)	52	54	195	13	31	30	121	409	35	59	726	50
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1841	1870	1841	1870	1841	1870	1870
Adj Flow Rate, veh/h	54	56	185	14	32	28	126	426	33	61	756	52
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2	2	2	2	4	2	4	2	4	2	2
Cap, veh/h	463	88	289	128	204	142	376	1527	118	520	1566	108
Arrive On Green	0.23	0.23	0.23	0.23	0.23	0.23	0.46	0.46	0.46	0.46	0.46	0.46
Sat Flow, veh/h	1343	382	1261	126	890	618	675	3290	254	918	3373	232
Grp Volume(v), veh/h	54	0	241	74	0	0	126	226	233	61	398	410
Grp Sat Flow(s),veh/h/ln	1343	0	1643	1634	0	0	675	1749	1795	918	1777	1829
Q Serve(g_s), s	0.0	0.0	5.7	0.0	0.0	0.0	6.8	3.4	3.4	1.9	6.7	6.7
Cycle Q Clear(g_c), s	1.5	0.0	5.7	5.7	0.0	0.0	13.5	3.4	3.4	5.3	6.7	6.7
Prop In Lane	1.00		0.77	0.19		0.38	1.00		0.14	1.00		0.13
Lane Grp Cap(c), veh/h	463	0	377	474	0	0	376	812	833	520	825	849
V/C Ratio(X)	0.12	0.00	0.64	0.16	0.00	0.00	0.34	0.28	0.28	0.12	0.48	0.48
Avail Cap(c_a), veh/h	657	0	614	701	0	0	528	1206	1238	727	1225	1261
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.4	0.0	15.0	13.4	0.0	0.0	12.6	7.1	7.1	8.7	8.0	8.0
Incr Delay (d2), s/veh	0.1	0.0	1.8	0.2	0.0	0.0	0.5	0.2	0.2	0.1	0.4	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	1.8	0.5	0.0	0.0	0.8	0.8	0.8	0.3	1.6	1.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	13.5	0.0	16.8	13.5	0.0	0.0	13.2	7.3	7.3	8.8	8.4	8.4
LnGrp LOS	B	A	B	B	A	A	B	A	A	A	A	A
Approach Vol, veh/h		295			74			585			869	
Approach Delay, s/veh		16.2			13.5			8.5			8.4	
Approach LOS		B			B			A			A	

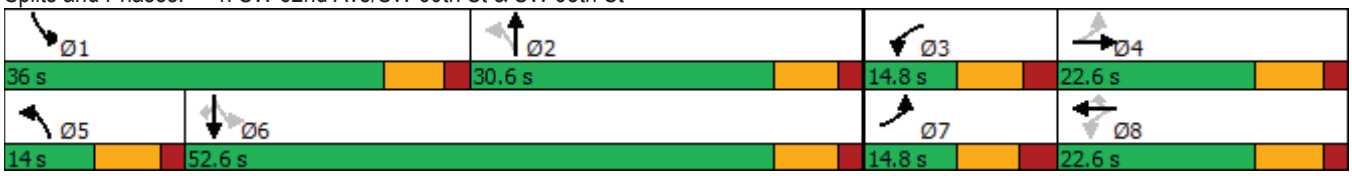
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		26.8		16.3		26.8		16.3				
Change Period (Y+Rc), s		6.8		6.4		6.8		6.4				
Max Green Setting (Gmax), s		29.7		16.1		29.7		16.1				
Max Q Clear Time (g_c+I1), s		8.7		7.7		15.5		7.7				
Green Ext Time (p_c), s		4.9		0.2		3.0		0.9				

Intersection Summary												
HCM 6th Ctrl Delay			9.9									
HCM 6th LOS			A									

Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	43	159	49	120	225	52	249	500	472	39
Future Volume (vph)	43	159	49	120	225	52	249	500	472	39
Turn Type	pm+pt	NA	pm+pt	NA	Perm	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	7	4	3	8		5	2	1	6	
Permitted Phases	4		8		8	2		6		6
Detector Phase	7	4	3	8	8	5	2	1	6	6
Switch Phase										
Minimum Initial (s)	7.0	10.0	7.0	10.0	10.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.7	22.5	14.8	22.5	22.5	14.0	25.0	13.8	22.5	22.5
Total Split (s)	14.8	22.6	14.8	22.6	22.6	14.0	30.6	36.0	52.6	52.6
Total Split (%)	14.2%	21.7%	14.2%	21.7%	21.7%	13.5%	29.4%	34.6%	50.6%	50.6%
Yellow Time (s)	4.8	5.2	5.2	5.2	5.2	5.0	5.0	4.8	5.0	5.0
All-Red Time (s)	2.9	2.0	2.6	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.2	7.8	7.2	7.2	7.0	7.0	6.8	7.0	7.0
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	Min	None	Min	Min
Act Effct Green (s)	15.1	12.0	15.0	12.0	12.0	27.1	19.8	49.6	42.2	42.2
Actuated g/C Ratio	0.18	0.14	0.18	0.14	0.14	0.32	0.24	0.59	0.50	0.50
v/c Ratio	0.17	0.48	0.20	0.25	0.51	0.15	0.66	0.77	0.53	0.05
Control Delay	28.6	27.2	29.2	37.9	7.4	14.0	39.8	20.1	20.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.6	27.2	29.2	37.9	7.4	14.0	39.8	20.1	20.4	0.1
LOS	C	C	C	D	A	B	D	C	C	A
Approach Delay		27.4		19.4			35.8		19.5	
Approach LOS		C		B			D		B	

Intersection Summary	
Cycle Length: 104	
Actuated Cycle Length: 84	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.77	
Intersection Signal Delay: 23.2	Intersection LOS: C
Intersection Capacity Utilization 80.7%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 4: SW 62nd Ave/SW 60th St & SW 95th St



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	45	261	51	125	234	54	288	521	492	41
v/c Ratio	0.17	0.48	0.20	0.25	0.51	0.15	0.66	0.77	0.53	0.05
Control Delay	28.6	27.2	29.2	37.9	7.4	14.0	39.8	20.1	20.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.6	27.2	29.2	37.9	7.4	14.0	39.8	20.1	20.4	0.1
Queue Length 50th (ft)	19	47	21	34	0	13	149	172	222	0
Queue Length 95th (ft)	50	94	55	67	45	32	266	294	351	0
Internal Link Dist (ft)		1677		5250			2653		2631	
Turn Bay Length (ft)	300		465		600	275		550		
Base Capacity (vph)	271	696	255	683	522	367	546	791	1065	956
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.17	0.38	0.20	0.18	0.45	0.15	0.53	0.66	0.46	0.04

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	43	159	91	49	120	225	52	249	28	500	472	39
Future Volume (veh/h)	43	159	91	49	120	225	52	249	28	500	472	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1870	1870	1870	1870	1870	1870	1870	1870	1870	1811
Adj Flow Rate, veh/h	45	166	87	51	125	192	54	259	27	521	492	32
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	8	2	2	2	2	2	2	2	2	2	6
Cap, veh/h	309	313	156	269	527	235	341	313	33	594	722	592
Arrive On Green	0.05	0.14	0.14	0.06	0.15	0.15	0.06	0.19	0.19	0.26	0.39	0.39
Sat Flow, veh/h	1781	2185	1092	1781	3554	1585	1781	1665	174	1781	1870	1535
Grp Volume(v), veh/h	45	127	126	51	125	192	54	0	286	521	492	32
Grp Sat Flow(s),veh/h/ln	1781	1692	1585	1781	1777	1585	1781	0	1839	1781	1870	1535
Q Serve(g_s), s	1.7	5.7	6.1	1.9	2.6	9.7	1.9	0.0	12.3	17.9	18.1	1.1
Cycle Q Clear(g_c), s	1.7	5.7	6.1	1.9	2.6	9.7	1.9	0.0	12.3	17.9	18.1	1.1
Prop In Lane	1.00		0.69	1.00		1.00	1.00		0.09	1.00		1.00
Lane Grp Cap(c), veh/h	309	242	227	269	527	235	341	0	345	594	722	592
V/C Ratio(X)	0.15	0.52	0.56	0.19	0.24	0.82	0.16	0.00	0.83	0.88	0.68	0.05
Avail Cap(c_a), veh/h	366	316	296	316	664	296	385	0	527	761	1035	850
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.2	32.7	32.9	27.3	31.0	34.0	24.0	0.0	32.2	17.9	21.1	15.9
Incr Delay (d2), s/veh	0.3	2.1	2.6	0.4	0.3	14.0	0.3	0.0	7.4	9.8	1.4	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	2.3	2.4	0.8	1.1	4.4	0.8	0.0	5.8	7.9	7.3	0.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	27.5	34.8	35.4	27.7	31.2	48.0	24.3	0.0	39.6	27.7	22.4	15.9
LnGrp LOS	C	C	D	C	C	D	C	A	D	C	C	B
Approach Vol, veh/h		298			368			340			1045	
Approach Delay, s/veh		34.0			39.5			37.2			24.9	
Approach LOS		C			D			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	28.3	22.5	12.6	19.0	12.0	38.8	12.2	19.4
Change Period (Y+Rc), s	6.8	7.0	* 7.8	7.2	7.0	7.0	* 7.7	7.2
Max Green Setting (Gmax), s	29.2	23.6	* 7	15.4	7.0	45.6	* 7.1	15.4
Max Q Clear Time (g_c+I1), s	19.9	14.3	3.9	8.1	3.9	20.1	3.7	11.7
Green Ext Time (p_c), s	1.5	1.1	0.0	0.8	0.0	3.7	0.0	0.5

Intersection Summary	
HCM 6th Ctrl Delay	30.9
HCM 6th LOS	C

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	6	6	249	488	19
Future Vol, veh/h	8	6	6	249	488	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	7	7	271	530	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	826	541	551	0	-	0
Stage 1	541	-	-	-	-	-
Stage 2	285	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	342	541	1019	-	-	-
Stage 1	583	-	-	-	-	-
Stage 2	763	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	340	541	1019	-	-	-
Mov Cap-2 Maneuver	450	-	-	-	-	-
Stage 1	579	-	-	-	-	-
Stage 2	763	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.7	0.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1019	-	485	-	-
HCM Lane V/C Ratio	0.006	-	0.031	-	-
HCM Control Delay (s)	8.6	-	12.7	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Intersection Delay, s/veh	40.5
Intersection LOS	E

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	78	252	147	13	160	38	85	157	15	69	278	100
Future Vol, veh/h	78	252	147	13	160	38	85	157	15	69	278	100
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	80	257	150	13	163	39	87	160	15	70	284	102
Number of Lanes	0	1	0	0	1	0	0	1	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	2	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	2	1	1
HCM Control Delay	62.8	19.1	23.2	36.8
HCM LOS	F	C	C	E

Lane	NBLn1	EBLn1	WBLn1	SBLn1	SBLn2
Vol Left, %	33%	16%	6%	100%	0%
Vol Thru, %	61%	53%	76%	0%	74%
Vol Right, %	6%	31%	18%	0%	26%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	257	477	211	69	378
LT Vol	85	78	13	69	0
Through Vol	157	252	160	0	278
RT Vol	15	147	38	0	100
Lane Flow Rate	262	487	215	70	386
Geometry Grp	5	2	2	7	7
Degree of Util (X)	0.602	0.981	0.492	0.168	0.847
Departure Headway (Hd)	8.27	7.255	8.233	8.613	7.905
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	435	501	437	418	459
Service Time	6.341	5.276	6.31	6.345	5.636
HCM Lane V/C Ratio	0.602	0.972	0.492	0.167	0.841
HCM Control Delay	23.2	62.8	19.1	13.1	41.1
HCM Lane LOS	C	F	C	B	E
HCM 95th-tile Q	3.8	12.9	2.7	0.6	8.4

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	0	0	0	0	0	6	0	1	4	0
Future Vol, veh/h	0	0	0	0	0	0	0	6	0	1	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	20	2	100	25	2
Mvmt Flow	0	0	0	0	0	0	0	7	0	1	5	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	14	14	5	14	14	7	5	0	0	7	0	0
Stage 1	7	7	-	7	7	-	-	-	-	-	-	-
Stage 2	7	7	-	7	7	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	5.1	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	3.1	-	-
Pot Cap-1 Maneuver	1002	880	1078	1002	880	1075	1616	-	-	1153	-	-
Stage 1	1015	890	-	1015	890	-	-	-	-	-	-	-
Stage 2	1015	890	-	1015	890	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	1001	879	1078	1001	879	1075	1616	-	-	1153	-	-
Mov Cap-2 Maneuver	1001	879	-	1001	879	-	-	-	-	-	-	-
Stage 1	1015	889	-	1015	890	-	-	-	-	-	-	-
Stage 2	1015	890	-	1014	889	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0	0	1.6
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1616	-	-	-	-	1153	-	-
HCM Lane V/C Ratio	-	-	-	-	-	0.001	-	-
HCM Control Delay (s)	0	-	-	0	0	8.1	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	-	-	0	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	0	1	1	0	0	0	3	2	0	3	0
Future Vol, veh/h	0	0	1	1	0	0	0	3	2	0	3	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	100	2	2	2	2	67	2	2	33	2
Mvmt Flow	0	0	1	1	0	0	0	4	2	0	4	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	9	10	4	10	9	5	4	0	0	6	0	0
Stage 1	4	4	-	5	5	-	-	-	-	-	-	-
Stage 2	5	6	-	5	4	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	7.2	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	4.2	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	1010	885	852	1008	886	1078	1618	-	-	1615	-	-
Stage 1	1018	892	-	1017	892	-	-	-	-	-	-	-
Stage 2	1017	891	-	1017	892	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	1010	885	852	1007	886	1078	1618	-	-	1615	-	-
Mov Cap-2 Maneuver	1010	885	-	1007	886	-	-	-	-	-	-	-
Stage 1	1018	892	-	1017	892	-	-	-	-	-	-	-
Stage 2	1017	891	-	1016	892	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.2	8.6	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1618	-	-	852	1007	1615	-	-
HCM Lane V/C Ratio	-	-	-	0.001	0.001	-	-	-
HCM Control Delay (s)	0	-	-	9.2	8.6	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-	-

Intersection	
Intersection Delay, s/veh	27
Intersection LOS	D

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	78	252	147	13	160	38	85	157	15	69	278	100
Future Vol, veh/h	78	252	147	13	160	38	85	157	15	69	278	100
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	80	257	150	13	163	39	87	160	15	70	284	102
Number of Lanes	0	1	1	0	1	0	0	1	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	2	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	2	1	2
HCM Control Delay	25.7	20.3	24.1	33.3
HCM LOS	D	C	C	D

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1	SBLn2
Vol Left, %	33%	24%	0%	6%	100%	0%
Vol Thru, %	61%	76%	0%	76%	0%	74%
Vol Right, %	6%	0%	100%	18%	0%	26%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	257	330	147	211	69	378
LT Vol	85	78	0	13	69	0
Through Vol	157	252	0	160	0	278
RT Vol	15	0	147	38	0	100
Lane Flow Rate	262	337	150	215	70	386
Geometry Grp	6	7	7	6	7	7
Degree of Util (X)	0.614	0.751	0.299	0.511	0.164	0.821
Departure Headway (Hd)	8.423	8.03	7.186	8.55	8.374	7.667
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	427	451	500	422	429	471
Service Time	6.48	5.781	4.937	6.614	6.122	5.416
HCM Lane V/C Ratio	0.614	0.747	0.3	0.509	0.163	0.82
HCM Control Delay	24.1	31.4	13	20.3	12.8	37
HCM Lane LOS	C	D	B	C	B	E
HCM 95th-tile Q	4	6.2	1.2	2.8	0.6	7.9

Intersection	
Int Delay, s/veh	5.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	59	0	14	9	0	21	23	507	12	28	884	100
Future Vol, veh/h	59	0	14	9	0	21	23	507	12	28	884	100
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	250	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	64	0	15	10	0	23	25	551	13	30	961	109

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1402	1690	535	1149	1738	282	1070	0	0	564	0	0
Stage 1	1076	1076	-	608	608	-	-	-	-	-	-	-
Stage 2	326	614	-	541	1130	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	100	92	490	153	86	715	647	-	-	1004	-	-
Stage 1	234	294	-	450	484	-	-	-	-	-	-	-
Stage 2	661	481	-	493	277	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	87	80	490	134	75	715	647	-	-	1004	-	-
Mov Cap-2 Maneuver	87	80	-	134	75	-	-	-	-	-	-	-
Stage 1	221	272	-	425	457	-	-	-	-	-	-	-
Stage 2	604	454	-	441	256	-	-	-	-	-	-	-

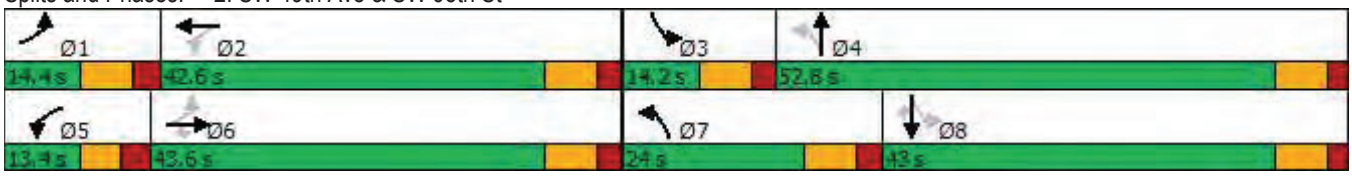
Approach	EB	WB	NB	SB
HCM Control Delay, s	98.2	17.9	0.7	0.5
HCM LOS	F	C		

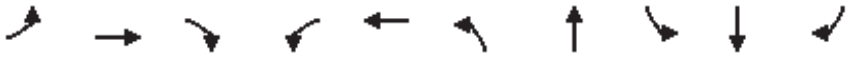
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	647	-	-	87	490	311	1004	-	-
HCM Lane V/C Ratio	0.039	-	-	0.737	0.031	0.105	0.03	-	-
HCM Control Delay (s)	10.8	0.3	-	118.5	12.6	17.9	8.7	0.3	-
HCM Lane LOS	B	A	-	F	B	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	3.7	0.1	0.3	0.1	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	28	97	563	58	67	268	240	58	451	64
Future Volume (vph)	28	97	563	58	67	268	240	58	451	64
Turn Type	pm+pt	NA	Perm	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	1	6		5	2	7	4	3	8	
Permitted Phases	6		6	2		4		8		8
Detector Phase	1	6	6	5	2	7	4	3	8	8
Switch Phase										
Minimum Initial (s)	7.0	15.0	15.0	7.0	15.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.4	22.5	22.5	13.4	22.5	14.2	22.5	14.2	22.5	22.5
Total Split (s)	14.4	43.6	43.6	13.4	42.6	24.0	52.8	14.2	43.0	43.0
Total Split (%)	11.6%	35.2%	35.2%	10.8%	34.4%	19.4%	42.6%	11.5%	34.7%	34.7%
Yellow Time (s)	4.8	4.8	4.8	3.7	4.8	4.8	4.8	4.8	4.8	4.8
All-Red Time (s)	2.6	2.4	2.4	2.7	2.4	2.4	2.0	2.4	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.4	7.2	7.2	6.4	7.2	7.2	6.8	7.2	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None
Act Effct Green (s)	31.9	26.9	26.9	33.8	29.2	56.3	46.2	38.7	31.9	31.9
Actuated g/C Ratio	0.29	0.25	0.25	0.31	0.27	0.52	0.43	0.36	0.29	0.29
v/c Ratio	0.07	0.23	0.90	0.15	0.13	0.78	0.21	0.15	0.89	0.11
Control Delay	23.8	34.9	31.7	24.2	21.1	39.4	22.1	18.3	58.4	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.8	34.9	31.7	24.2	21.1	39.4	22.1	18.3	58.4	0.4
LOS	C	C	C	C	C	D	C	B	E	A
Approach Delay		31.8			22.2		30.4		47.8	
Approach LOS		C			C		C		D	

Intersection Summary	
Cycle Length: 124	
Actuated Cycle Length: 108.2	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.90	
Intersection Signal Delay: 35.2	Intersection LOS: D
Intersection Capacity Utilization 81.4%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 2: SW 49th Ave & SW 95th St





Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	30	105	612	63	118	291	315	63	490	70
v/c Ratio	0.07	0.23	0.90	0.15	0.13	0.78	0.21	0.15	0.89	0.11
Control Delay	23.8	34.9	31.7	24.2	21.1	39.4	22.1	18.3	58.4	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.8	34.9	31.7	24.2	21.1	39.4	22.1	18.3	58.4	0.4
Queue Length 50th (ft)	14	63	183	31	22	138	75	23	343	0
Queue Length 95th (ft)	35	110	#376	60	46	#320	120	52	#575	0
Internal Link Dist (ft)		5250			3635		2576		1250	
Turn Bay Length (ft)	370			190		370		300		
Base Capacity (vph)	406	651	805	427	1165	375	1536	422	648	694
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.16	0.76	0.15	0.10	0.78	0.21	0.15	0.76	0.10

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	97	563	58	67	41	268	240	50	58	451	64
Future Volume (veh/h)	28	97	563	58	67	41	268	240	50	58	451	64
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	30	105	612	63	73	45	291	261	54	63	490	70
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	489	570	483	345	677	386	317	1063	217	451	526	445
Arrive On Green	0.04	0.30	0.30	0.05	0.31	0.31	0.13	0.36	0.36	0.05	0.28	0.28
Sat Flow, veh/h	1781	1870	1585	1781	2180	1243	1781	2941	599	1781	1870	1585
Grp Volume(v), veh/h	30	105	612	63	58	60	291	156	159	63	490	70
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1647	1781	1777	1763	1781	1870	1585
Q Serve(g_s), s	1.3	4.9	36.4	2.8	2.8	3.1	13.7	7.3	7.6	2.9	30.5	4.0
Cycle Q Clear(g_c), s	1.3	4.9	36.4	2.8	2.8	3.1	13.7	7.3	7.6	2.9	30.5	4.0
Prop In Lane	1.00		1.00	1.00		0.75	1.00		0.34	1.00		1.00
Lane Grp Cap(c), veh/h	489	570	483	345	552	512	317	643	637	451	526	445
V/C Ratio(X)	0.06	0.18	1.27	0.18	0.11	0.12	0.92	0.24	0.25	0.14	0.93	0.16
Avail Cap(c_a), veh/h	527	570	483	358	552	512	333	684	679	464	567	480
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	26.4	30.6	41.5	25.8	29.3	29.5	29.7	26.7	26.8	27.6	41.8	32.3
Incr Delay (d2), s/veh	0.1	0.2	135.9	0.3	0.1	0.1	28.6	0.2	0.2	0.1	21.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	2.2	31.8	1.2	1.2	1.3	8.0	3.1	3.1	1.2	16.7	1.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.4	30.8	177.5	26.0	29.4	29.6	58.2	26.9	27.0	27.7	63.6	32.5
LnGrp LOS	C	C	F	C	C	C	E	C	C	C	E	C
Approach Vol, veh/h		747			181			606			623	
Approach Delay, s/veh		150.8			28.3			42.0			56.4	
Approach LOS		F			C			D			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.8	44.3	13.3	50.0	12.5	43.6	23.0	40.4
Change Period (Y+Rc), s	7.4	* 7.2	* 7.2	6.8	6.4	* 7.2	* 7.2	6.8
Max Green Setting (Gmax), s	7.0	* 35	* 7	46.0	7.0	* 36	* 17	36.2
Max Q Clear Time (g_c+I1), s	3.3	5.1	4.9	9.6	4.8	38.4	15.7	32.5
Green Ext Time (p_c), s	0.0	0.6	0.0	1.7	0.0	0.0	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	82.7
HCM 6th LOS	F

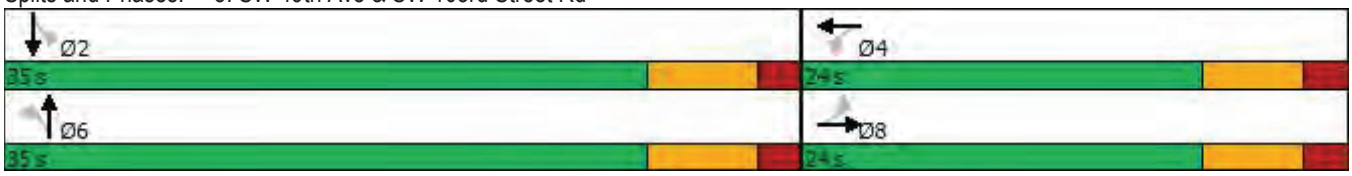
Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	53	54	13	31	138	431	59	739
Future Volume (vph)	53	54	13	31	138	431	59	739
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		8		4		6		2
Permitted Phases	8		4		6		2	
Detector Phase	8	8	4	4	6	6	2	2
Switch Phase								
Minimum Initial (s)	10.0	10.0	10.0	10.0	20.0	20.0	20.0	20.0
Minimum Split (s)	22.5	22.5	22.5	22.5	26.8	26.8	26.8	26.8
Total Split (s)	24.0	24.0	24.0	24.0	35.0	35.0	35.0	35.0
Total Split (%)	40.7%	40.7%	40.7%	40.7%	59.3%	59.3%	59.3%	59.3%
Yellow Time (s)	4.4	4.4	4.4	4.4	4.8	4.8	4.8	4.8
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.4	6.4		6.4	6.8	6.8	6.8	6.8
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	None	None	None	None	Min	Min	Min	Min
Act Effct Green (s)	12.0	12.0		12.0	22.7	22.7	22.7	22.7
Actuated g/C Ratio	0.25	0.25		0.25	0.47	0.47	0.47	0.47
v/c Ratio	0.18	0.57		0.19	0.56	0.31	0.16	0.52
Control Delay	16.4	14.6		11.3	19.8	8.4	9.1	10.3
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0
Total Delay	16.4	14.6		11.3	19.8	8.4	9.1	10.3
LOS	B	B		B	B	A	A	B
Approach Delay		14.9		11.3		11.0		10.2
Approach LOS		B		B		B		B

Intersection Summary	
Cycle Length: 59	
Actuated Cycle Length: 48.1	
Natural Cycle: 60	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.57	
Intersection Signal Delay: 11.3	Intersection LOS: B
Intersection Capacity Utilization 70.9%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 3: SW 49th Ave & SW 103rd Street Rd



Lane Group	EBL	EBT	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	58	282	81	150	506	64	858
v/c Ratio	0.18	0.57	0.19	0.56	0.31	0.16	0.52
Control Delay	16.4	14.6	11.3	19.8	8.4	9.1	10.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	16.4	14.6	11.3	19.8	8.4	9.1	10.3
Queue Length 50th (ft)	11	34	9	24	35	8	69
Queue Length 95th (ft)	39	105	39	#95	78	31	144
Internal Link Dist (ft)		4180	2909		2272		2594
Turn Bay Length (ft)	200			240		240	
Base Capacity (vph)	487	684	609	339	2093	517	2094
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.12	0.41	0.13	0.44	0.24	0.12	0.41

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	53	54	205	13	31	30	138	431	35	59	739	51
Future Volume (veh/h)	53	54	205	13	31	30	138	431	35	59	739	51
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	59	223	14	34	33	150	468	38	64	803	55
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	413	78	297	112	177	134	362	1590	129	510	1612	110
Arrive On Green	0.23	0.23	0.23	0.23	0.23	0.23	0.48	0.48	0.48	0.48	0.48	0.48
Sat Flow, veh/h	1334	343	1295	81	771	586	644	3329	269	893	3375	231
Grp Volume(v), veh/h	58	0	282	81	0	0	150	249	257	64	423	435
Grp Sat Flow(s),veh/h/ln	1334	0	1637	1438	0	0	644	1777	1822	893	1777	1829
Q Serve(g_s), s	0.0	0.0	7.2	0.1	0.0	0.0	9.4	3.8	3.9	2.1	7.3	7.3
Cycle Q Clear(g_c), s	2.1	0.0	7.2	7.3	0.0	0.0	16.7	3.8	3.9	6.0	7.3	7.3
Prop In Lane	1.00		0.79	0.17		0.41	1.00		0.15	1.00		0.13
Lane Grp Cap(c), veh/h	413	0	375	423	0	0	362	849	870	510	849	874
V/C Ratio(X)	0.14	0.00	0.75	0.19	0.00	0.00	0.41	0.29	0.30	0.13	0.50	0.50
Avail Cap(c_a), veh/h	629	0	640	677	0	0	458	1113	1141	643	1113	1146
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.2	0.0	16.2	14.1	0.0	0.0	13.8	7.1	7.1	9.0	8.1	8.1
Incr Delay (d2), s/veh	0.2	0.0	3.1	0.2	0.0	0.0	0.8	0.2	0.2	0.1	0.5	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	2.5	0.6	0.0	0.0	1.1	0.9	0.9	0.3	1.8	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	14.3	0.0	19.2	14.3	0.0	0.0	14.5	7.3	7.3	9.1	8.5	8.5
LnGrp LOS	B	A	B	B	A	A	B	A	A	A	A	A
Approach Vol, veh/h		340			81			656			922	
Approach Delay, s/veh		18.4			14.3			9.0			8.5	
Approach LOS		B			B			A			A	

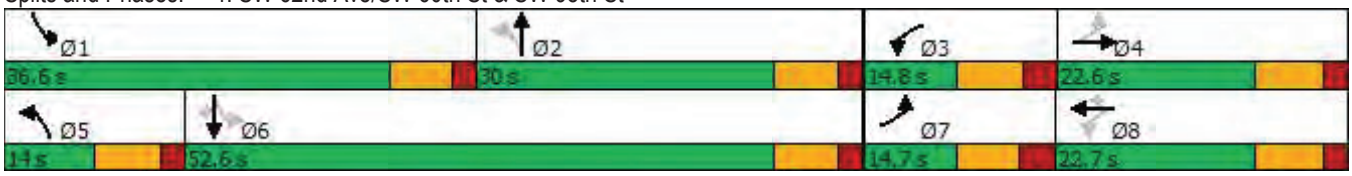
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		28.3		16.7		28.3		16.7				
Change Period (Y+Rc), s		6.8		6.4		6.8		6.4				
Max Green Setting (Gmax), s		28.2		17.6		28.2		17.6				
Max Q Clear Time (g_c+I1), s		9.3		9.3		18.7		9.2				
Green Ext Time (p_c), s		5.1		0.2		2.8		1.1				

Intersection Summary												
HCM 6th Ctrl Delay			10.6									
HCM 6th LOS			B									

Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	43	159	49	120	225	73	268	500	503	39
Future Volume (vph)	43	159	49	120	225	73	268	500	503	39
Turn Type	pm+pt	NA	pm+pt	NA	Perm	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	7	4	3	8		5	2	1	6	
Permitted Phases	4		8		8	2		6		6
Detector Phase	7	4	3	8	8	5	2	1	6	6
Switch Phase										
Minimum Initial (s)	7.0	10.0	7.0	10.0	10.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.7	22.5	14.8	22.5	22.5	14.0	25.0	13.8	22.5	22.5
Total Split (s)	14.7	22.6	14.8	22.7	22.7	14.0	30.0	36.6	52.6	52.6
Total Split (%)	14.1%	21.7%	14.2%	21.8%	21.8%	13.5%	28.8%	35.2%	50.6%	50.6%
Yellow Time (s)	4.8	5.2	5.2	5.2	5.2	5.0	5.0	4.8	5.0	5.0
All-Red Time (s)	2.9	2.0	2.6	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.7	7.2	7.8	7.2	7.2	7.0	7.0	6.8	7.0	7.0
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	Min	None	Min	Min
Act Effct Green (s)	16.8	12.1	18.4	15.2	15.2	28.0	20.7	52.5	41.9	41.9
Actuated g/C Ratio	0.19	0.13	0.20	0.17	0.17	0.31	0.23	0.58	0.46	0.46
v/c Ratio	0.17	0.55	0.21	0.22	0.50	0.23	0.76	0.85	0.63	0.05
Control Delay	29.2	26.0	29.9	37.9	7.8	15.7	46.9	29.6	24.9	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	29.2	26.0	29.9	37.9	7.8	15.7	46.9	29.6	24.9	0.1
LOS	C	C	C	D	A	B	D	C	C	A
Approach Delay		26.4		19.7			40.8		26.3	
Approach LOS		C		B			D		C	

Intersection Summary	
Cycle Length: 104	
Actuated Cycle Length: 90.2	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay: 27.6	Intersection LOS: C
Intersection Capacity Utilization 81.8%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 4: SW 62nd Ave/SW 60th St & SW 95th St



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	47	311	53	130	245	79	321	543	547	42
v/c Ratio	0.17	0.55	0.21	0.22	0.50	0.23	0.76	0.85	0.63	0.05
Control Delay	29.2	26.0	29.9	37.9	7.8	15.7	46.9	29.6	24.9	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	29.2	26.0	29.9	37.9	7.8	15.7	46.9	29.6	24.9	0.1
Queue Length 50th (ft)	22	54	25	40	0	20	184	197	259	0
Queue Length 95th (ft)	51	99	56	69	54	43	#332	#404	405	0
Internal Link Dist (ft)		1677		5250			2653		2631	
Turn Bay Length (ft)	300		465		600	275		550		
Base Capacity (vph)	274	701	250	709	530	339	492	729	982	928
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.17	0.44	0.21	0.18	0.46	0.23	0.65	0.74	0.56	0.05

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	43	159	127	49	120	225	73	268	28	500	503	39
Future Volume (veh/h)	43	159	127	49	120	225	73	268	28	500	503	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	47	173	138	53	130	245	79	291	30	543	547	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	310	317	238	259	597	266	321	334	34	587	748	634
Arrive On Green	0.05	0.16	0.16	0.06	0.17	0.17	0.07	0.20	0.20	0.27	0.40	0.40
Sat Flow, veh/h	1781	1934	1451	1781	3554	1585	1781	1668	172	1781	1870	1585
Grp Volume(v), veh/h	47	158	153	53	130	245	79	0	321	543	547	42
Grp Sat Flow(s),veh/h/ln	1781	1777	1609	1781	1777	1585	1781	0	1839	1781	1870	1585
Q Serve(g_s), s	2.0	7.5	8.1	2.2	2.9	14.0	3.1	0.0	15.6	21.3	22.9	1.5
Cycle Q Clear(g_c), s	2.0	7.5	8.1	2.2	2.9	14.0	3.1	0.0	15.6	21.3	22.9	1.5
Prop In Lane	1.00		0.90	1.00		1.00	1.00		0.09	1.00		1.00
Lane Grp Cap(c), veh/h	310	291	263	259	597	266	321	0	369	587	748	634
V/C Ratio(X)	0.15	0.54	0.58	0.20	0.22	0.92	0.25	0.00	0.87	0.92	0.73	0.07
Avail Cap(c_a), veh/h	351	297	269	294	597	266	339	0	459	687	924	783
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.1	35.4	35.7	29.3	33.1	37.8	26.1	0.0	35.7	20.6	23.5	17.1
Incr Delay (d2), s/veh	0.3	2.3	3.4	0.5	0.2	34.8	0.5	0.0	14.6	17.2	2.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	3.3	3.3	0.9	1.2	7.7	1.3	0.0	8.1	10.6	9.7	0.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.4	37.7	39.0	29.8	33.4	72.6	26.6	0.0	50.3	37.8	26.0	17.1
LnGrp LOS	C	D	D	C	C	E	C	A	D	D	C	B
Approach Vol, veh/h		358			428			400			1132	
Approach Delay, s/veh		37.2			55.4			45.6			31.4	
Approach LOS		D			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	31.5	25.5	13.0	22.3	13.1	43.9	12.6	22.7
Change Period (Y+Rc), s	6.8	7.0	* 7.8	7.2	7.0	7.0	* 7.7	7.2
Max Green Setting (Gmax), s	29.8	23.0	* 7	15.4	7.0	45.6	* 7	15.5
Max Q Clear Time (g_c+I1), s	23.3	17.6	4.2	10.1	5.1	24.9	4.0	16.0
Green Ext Time (p_c), s	1.3	0.9	0.0	0.9	0.0	4.0	0.0	0.0

Intersection Summary	
HCM 6th Ctrl Delay	39.2
HCM 6th LOS	D

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	0	6	1	0	40	6	249	1	67	488	19
Future Vol, veh/h	8	0	6	1	0	40	6	249	1	67	488	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	200	-	-	200	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	0	7	1	0	43	7	271	1	73	530	21

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	994	973	541	976	983	272	551	0	0	272	0	0
Stage 1	687	687	-	286	286	-	-	-	-	-	-	-
Stage 2	307	286	-	690	697	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	224	252	541	230	249	767	1019	-	-	1291	-	-
Stage 1	437	447	-	721	675	-	-	-	-	-	-	-
Stage 2	703	675	-	435	443	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	201	236	541	216	233	767	1019	-	-	1291	-	-
Mov Cap-2 Maneuver	201	236	-	216	233	-	-	-	-	-	-	-
Stage 1	434	422	-	716	670	-	-	-	-	-	-	-
Stage 2	659	670	-	405	418	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	18.9	10.3	0.2	0.9
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1019	-	-	275	722	1291	-	-
HCM Lane V/C Ratio	0.006	-	-	0.055	0.062	0.056	-	-
HCM Control Delay (s)	8.6	-	-	18.9	10.3	8	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.2	0.2	-	-

Intersection	
Intersection Delay, s/veh	38
Intersection LOS	E

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	79	258	147	15	163	38	85	157	18	69	278	101
Future Vol, veh/h	79	258	147	15	163	38	85	157	18	69	278	101
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	86	280	160	16	177	41	92	171	20	75	302	110
Number of Lanes	0	1	1	0	1	0	0	1	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	2	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	2	1	2
HCM Control Delay	36.7	25.1	31.2	49.7
HCM LOS	E	D	D	E

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1	SBLn2
Vol Left, %	33%	23%	0%	7%	100%	0%
Vol Thru, %	60%	77%	0%	75%	0%	73%
Vol Right, %	7%	0%	100%	18%	0%	27%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	260	337	147	216	69	379
LT Vol	85	79	0	15	69	0
Through Vol	157	258	0	163	0	278
RT Vol	18	0	147	38	0	101
Lane Flow Rate	283	366	160	235	75	412
Geometry Grp	6	7	7	6	7	7
Degree of Util (X)	0.707	0.866	0.34	0.598	0.185	0.932
Departure Headway (Hd)	9	8.515	7.669	9.167	8.859	8.148
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	401	425	467	392	404	445
Service Time	7.092	6.296	5.448	7.267	6.635	5.924
HCM Lane V/C Ratio	0.706	0.861	0.343	0.599	0.186	0.926
HCM Control Delay	31.2	46.4	14.4	25.1	13.7	56.3
HCM Lane LOS	D	E	B	D	B	F
HCM 95th-tile Q	5.3	8.7	1.5	3.7	0.7	10.6

Intersection	
Int Delay, s/veh	3.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	39	18	57	66	10	34
Future Vol, veh/h	39	18	57	66	10	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	42	20	62	72	11	37

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	62	0	248	52
Stage 1	-	-	-	-	52	-
Stage 2	-	-	-	-	196	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1541	-	740	1016
Stage 1	-	-	-	-	970	-
Stage 2	-	-	-	-	837	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1541	-	709	1016
Mov Cap-2 Maneuver	-	-	-	-	709	-
Stage 1	-	-	-	-	970	-
Stage 2	-	-	-	-	802	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3.4	9.1
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	925	-	-	1541	-
HCM Lane V/C Ratio	0.052	-	-	0.04	-
HCM Control Delay (s)	9.1	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-

Intersection	
Int Delay, s/veh	3.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	30	38	24	18	23	14
Future Vol, veh/h	30	38	24	18	23	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	33	41	26	20	25	15

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	74	0	126	54
Stage 1	-	-	-	-	54	-
Stage 2	-	-	-	-	72	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1526	-	869	1013
Stage 1	-	-	-	-	969	-
Stage 2	-	-	-	-	951	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1526	-	854	1013
Mov Cap-2 Maneuver	-	-	-	-	854	-
Stage 1	-	-	-	-	969	-
Stage 2	-	-	-	-	935	-

Approach	EB	WB	NB
HCM Control Delay, s	0	4.2	9.1
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	908	-	-	1526	-
HCM Lane V/C Ratio	0.044	-	-	0.017	-
HCM Control Delay (s)	9.1	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	25	0	3	0	0	7	4	6	0	13	4	42
Future Vol, veh/h	25	0	3	0	0	7	4	6	0	13	4	42
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	0	3	0	0	8	4	7	0	14	4	46

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	74	70	27	72	93	7	50	0	0	7	0	0
Stage 1	55	55	-	15	15	-	-	-	-	-	-	-
Stage 2	19	15	-	57	78	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	916	821	1048	919	797	1075	1557	-	-	1614	-	-
Stage 1	957	849	-	1005	883	-	-	-	-	-	-	-
Stage 2	1000	883	-	955	830	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	901	811	1048	908	787	1075	1557	-	-	1614	-	-
Mov Cap-2 Maneuver	901	811	-	908	787	-	-	-	-	-	-	-
Stage 1	954	841	-	1002	880	-	-	-	-	-	-	-
Stage 2	990	880	-	943	823	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.1	8.4	2.9	1.6
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1557	-	-	915	1075	1614	-	-
HCM Lane V/C Ratio	0.003	-	-	0.033	0.007	0.009	-	-
HCM Control Delay (s)	7.3	0	-	9.1	8.4	7.2	0	-
HCM Lane LOS	A	A	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	6.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Traffic Vol, veh/h	0	12	1	2	7	0	0	3	3	0	3	0
Future Vol, veh/h	0	12	1	2	7	0	0	3	3	0	3	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	13	1	2	8	0	0	3	3	0	3	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	12	9	3	15	8	5	3	0	0	6	0	0
Stage 1	3	3	-	5	5	-	-	-	-	-	-	-
Stage 2	9	6	-	10	3	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	1005	886	1081	1001	887	1078	1619	-	-	1615	-	-
Stage 1	1020	893	-	1017	892	-	-	-	-	-	-	-
Stage 2	1012	891	-	1011	893	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	998	886	1081	989	887	1078	1619	-	-	1615	-	-
Mov Cap-2 Maneuver	998	886	-	989	887	-	-	-	-	-	-	-
Stage 1	1020	893	-	1017	892	-	-	-	-	-	-	-
Stage 2	1003	891	-	995	893	-	-	-	-	-	-	-

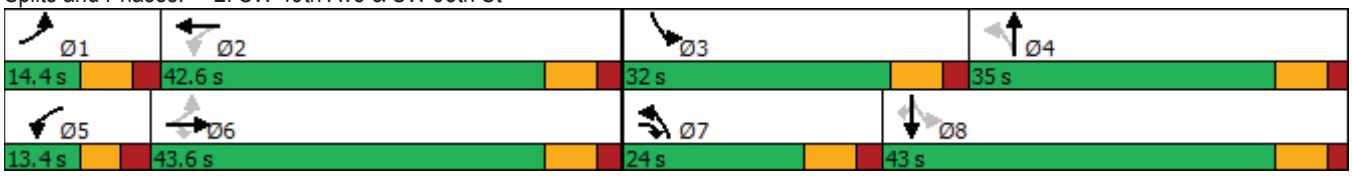
Approach	EB	WB	NB	SB
HCM Control Delay, s	9.1	9	0	0
HCM LOS	A	A		

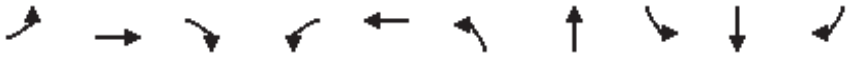
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1619	-	-	898	908	1615	-	-
HCM Lane V/C Ratio	-	-	-	0.016	0.011	-	-	-
HCM Control Delay (s)	0	-	-	9.1	9	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	28	97	563	58	67	268	240	58	451	64
Future Volume (vph)	28	97	563	58	67	268	240	58	451	64
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm
Protected Phases	1	6	7	5	2	7	4	3	8	
Permitted Phases	6		6	2		4		8		8
Detector Phase	1	6	7	5	2	7	4	3	8	8
Switch Phase										
Minimum Initial (s)	7.0	15.0	7.0	7.0	15.0	7.0	15.0	7.0	15.0	15.0
Minimum Split (s)	14.4	22.5	14.2	13.4	22.5	14.2	22.5	14.2	22.5	22.5
Total Split (s)	14.4	43.6	24.0	13.4	42.6	24.0	35.0	32.0	43.0	43.0
Total Split (%)	11.6%	35.2%	19.4%	10.8%	34.4%	19.4%	28.2%	25.8%	34.7%	34.7%
Yellow Time (s)	4.8	4.8	4.8	3.7	4.8	4.8	4.8	4.8	4.8	4.8
All-Red Time (s)	2.6	2.4	2.4	2.7	2.4	2.4	2.0	2.4	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.4	7.2	7.2	6.4	7.2	7.2	6.8	7.2	6.8	6.8
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	None	None	Min	None	None	None	None	None
Act Effct Green (s)	20.9	15.8	40.2	22.7	17.9	55.0	44.2	38.2	31.0	31.0
Actuated g/C Ratio	0.22	0.17	0.42	0.24	0.19	0.58	0.46	0.40	0.32	0.32
v/c Ratio	0.10	0.34	0.75	0.19	0.18	0.66	0.20	0.13	0.81	0.11
Control Delay	28.0	41.9	22.2	28.4	25.1	21.0	16.6	11.8	41.8	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.0	41.9	22.2	28.4	25.1	21.0	16.6	11.8	41.8	0.4
LOS	C	D	C	C	C	C	B	B	D	A
Approach Delay		25.2			26.2		18.7		34.1	
Approach LOS		C			C		B		C	

Intersection Summary	
Cycle Length: 124	
Actuated Cycle Length: 95.6	
Natural Cycle: 90	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.81	
Intersection Signal Delay: 26.0	Intersection LOS: C
Intersection Capacity Utilization 81.4%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 2: SW 49th Ave & SW 95th St





Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	30	105	612	63	118	291	315	63	490	70
v/c Ratio	0.10	0.34	0.75	0.19	0.18	0.66	0.20	0.13	0.81	0.11
Control Delay	28.0	41.9	22.2	28.4	25.1	21.0	16.6	11.8	41.8	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.0	41.9	22.2	28.4	25.1	21.0	16.6	11.8	41.8	0.4
Queue Length 50th (ft)	14	62	212	30	22	91	61	17	284	0
Queue Length 95th (ft)	37	116	#381	63	49	173	93	36	411	0
Internal Link Dist (ft)		5250			3635		2576		1250	
Turn Bay Length (ft)	370			190		370		300		
Base Capacity (vph)	313	722	812	335	1285	445	1603	792	717	706
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.10	0.15	0.75	0.19	0.09	0.65	0.20	0.08	0.68	0.10

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	97	563	58	67	41	268	240	50	58	451	64
Future Volume (veh/h)	28	97	563	58	67	41	268	240	50	58	451	64
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	30	105	612	63	73	45	291	261	54	63	490	70
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	489	570	692	345	677	386	317	1063	217	451	526	445
Arrive On Green	0.04	0.30	0.30	0.05	0.31	0.31	0.13	0.36	0.36	0.05	0.28	0.28
Sat Flow, veh/h	1781	1870	1585	1781	2180	1243	1781	2941	599	1781	1870	1585
Grp Volume(v), veh/h	30	105	612	63	58	60	291	156	159	63	490	70
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1647	1781	1777	1763	1781	1870	1585
Q Serve(g_s), s	1.3	4.9	36.4	2.8	2.8	3.1	13.7	7.3	7.6	2.9	30.5	4.0
Cycle Q Clear(g_c), s	1.3	4.9	36.4	2.8	2.8	3.1	13.7	7.3	7.6	2.9	30.5	4.0
Prop In Lane	1.00		1.00	1.00		0.75	1.00		0.34	1.00		1.00
Lane Grp Cap(c), veh/h	489	570	692	345	552	512	317	643	637	451	526	445
V/C Ratio(X)	0.06	0.18	0.88	0.18	0.11	0.12	0.92	0.24	0.25	0.14	0.93	0.16
Avail Cap(c_a), veh/h	527	570	692	358	552	512	333	643	637	729	567	480
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	26.4	30.6	30.9	25.8	29.3	29.5	29.7	26.7	26.8	27.6	41.8	32.3
Incr Delay (d2), s/veh	0.1	0.2	13.0	0.3	0.1	0.1	28.6	0.2	0.2	0.1	21.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	2.2	17.6	1.2	1.2	1.3	8.0	3.1	3.1	1.2	16.7	1.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.4	30.8	43.9	26.0	29.4	29.6	58.2	26.9	27.0	27.7	63.6	32.5
LnGrp LOS	C	C	D	C	C	C	E	C	C	C	E	C
Approach Vol, veh/h		747			181			606			623	
Approach Delay, s/veh		41.3			28.3			42.0			56.4	
Approach LOS		D			C			D			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.8	44.3	13.3	50.0	12.5	43.6	23.0	40.4
Change Period (Y+Rc), s	7.4	* 7.2	* 7.2	6.8	6.4	* 7.2	* 7.2	6.8
Max Green Setting (Gmax), s	7.0	* 35	* 25	28.2	7.0	* 36	* 17	36.2
Max Q Clear Time (g_c+I1), s	3.3	5.1	4.9	9.6	4.8	38.4	15.7	32.5
Green Ext Time (p_c), s	0.0	0.6	0.1	1.5	0.0	0.0	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	44.8
HCM 6th LOS	D

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

ATTACHMENT C

C-1

SW 100TH STREET PUD - EAST
PRELIMINARY PLAT & MASTER PUD PLAN
MARION COUNTY, FLORIDA

East PUD Development Conditions (211009Z):

1. THE PUD SHALL CONSIST OF A TOTAL OF 180 SINGLE–FAMILY DETACHED DWELLINGS UNITS AND ACCOMPANYING ACCESSORY AMENITIES (E.G., CLUBHOUSE, POOL, SPORT FIELD, OPEN SPACE WITH TRAIL) CONSISTENT WITH THE PUD APPLICATION AND PUD CONCEPT PLAN (DATED 7/29/2021: ATTACHED).
2. THE DEVELOPER SHALL BE REQUIRED TO FULLY CONSTRUCT SW 100TH STREET, INCLUDING SIDEWALKS, FROM SW 49TH AVENUE ROAD WESTWARD TO SW 62ND AVENUE ROAD IN CONJUNCTION WITH THE COMPANION PUD (211008Z) AND/OR UP TO AND INCLUDING THE SW 54TH COURT INTERSECTION AND THE WOODS & MEADOWS EAST SUBDIVISION AT A MINIMUM. THE PUD SHALL NOT BE DEVELOPED AND/OR CONSTRUCTED AS A GATED COMMUNITY AND SHALL ACCOMMODATE RECIPROCATING INTERCONNECTED STREETS WITH THE ADJOINING SURROUNDING SUBDIVISIONS AS PROPOSED TO BE USED BY THIS PUD.
3. THE PUD SHALL HAVE TWO VEHICLE ACCESS POINTS TO SW 100TH STREET.
4. NO PUD PROJECT VEHICLE ACCESS SHALL BE ALLOWED TO THE SOUTH TO SW 51ST TERRACE IN THE EMERALD POINT SUBDIVISION.
5. GATED EMERGENCY VEHICLE ACCESS IS PERMITTED TO THE WEST TO SW 101ST PLACE IN THE WOODS AND MEADOWS EAST SUBDIVISION. FULL VEHICLE ACCESS AND CONNECTIVITY TO THE WEST TO SW 101ST PLACE IN THE WOODS AND MEADOWS EAST SUBDIVISION SHALL BE EVALUATED AS PART OF THE PUD'S TRAFFIC STUDY AND A FINAL ACCESS MANAGEMENT PLAN (E.G., VEHICLE, BICYCLE, PEDESTRIAN, ETC.) SHALL BE PROVIDED AS PART OF THE PROJECT'S FINAL PUD MASTER PLAN FOR BOARD OF COUNTY COMMISSIONERS REVIEW AND CONSIDERATION AS LISTED IN CONDITION #12.
6. CONSTRUCTION ACCESS FOR THE INITIAL DEVELOPMENT OF THE SUBDIVISION INFRASTRUCTURE AND PUD RESIDENTIAL DWELLING UNITS SHALL BE PROVIDED VIA SW 100TH STREET.
7. RESIDENTIAL LOTS ALONG THE PROJECT'S WEST BOUNDARY SHARED WITH THE WOODS & MEADOWS EAST SUBDIVISION SHALL COMPLY WITH THE R–1 ZONING CLASSIFICATION'S MINIMUM 70' WIDE LOT WIDTH REQUIREMENT.
8. A TYPE "A" BUFFER (MINIMUM 30' WIDE, THREE SHADE TREES AND FIVE ACCENT TREES PER 100 LINEAL FEET, WITH SHRUBS AND GROUND COVER FOR AT LEAST 50% OF THE BUFFER TO BE THREE FEET WITHIN ONE YEAR OF PLANTING) SHALL BE PROVIDED ALONG THE WEST AND SOUTH BOUNDARIES IN THE "REMAINDER OPEN SPACE AREA" WHEREIN EXISTING VEGETATION IS MAINTAINED, WITH SUPPLEMENTAL PLANTINGS PROVIDED WHEN EXISTING VEGETATION IS INSUFFICIENT TO MEET THE VEGETATION REQUIREMENTS.
9. THE PUD MASTER PLAN (OR EQUIVALENT) SHALL DEMONSTRATE COMPLIANCE WITH THE PROJECT'S OPEN SPACE REQUIREMENTS OF 9.82 ACRES.
10. PUD COMMUNITY RECREATION AND AMENITY FACILITIES SHALL BE PROVIDED AS FOLLOWS:
    A. THE FINAL PUD MASTER PLAN SUBMITTAL SHALL BE ACCOMPANIED BY DOCUMENTATION DEMONSTRATING CURRENT NATIONAL HOME BUILDER ASSOCIATION RESIDENTIAL COMMUNITY AMENITY PACKAGE PRACTICES AND RATES.
    B. AMENITIES FOR THE PUD SHALL THEN CONFORM TO THE GREATER OF EITHER THE CITED BUILDER PRACTICES AND RATES NOTED PREVIOUSLY, OR SHALL INCLUDE AT A MINIMUM THE FOLLOWING: 2,500 SQUARE FOOT CLUBHOUSE, POOL, PLAYGROUND, AND BALL/PLAY FIELD (E.G., SOCCER) THAT MAY BE PROVIDED AS A COMPONENT OF THE PUD'S DRAINAGE RETENTION AREA DESIGN ACCEPTABLE TO THE COUNTY ENGINEER, WHICHEVER IS GREATER.
    C. THE AMENITY DETAILS AND LOCATIONS SHALL BE PROVIDED AS PART OF THE PUD'S SUBDIVISION INFRASTRUCTURE IMPROVEMENTS, AND THE PROJECT'S FINAL PUD MASTER PLAN SHALL ESTABLISH THE SCHEDULE FOR CONSTRUCTION AND COMPLETION OF THE AMENITIES IN COORDINATION WITH THE PUD'S DEVELOPMENT (E.G., THRESHOLDS FOR INITIATING CONSTRUCTION, THRESHOLDS FOR COMPLETING CONSTRUCTION, ETC.).
11. ANY LIGHTING PROVIDED FOR THE PUD'S COMMUNITY RECREATION AND AMENITY FACILITIES, INCLUDING THE PROPOSED PLAY/BALL FIELDS, SHALL COMPLY WITH THE PROVISIONS OF LDC DIVISION 6.19, OUTDOOR LIGHTING, PARTICULARLY IN REGARDS TO PREVENTING DIRECT GLARE AND LIGHT SPILLAGE ON TO ADJACENT STREETS AND PROPERTIES.
12. THE PROJECT'S FINAL PUD MASTER PLAN SHALL REQUIRE APPROVAL BY THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS, INCLUDING BEING DULY NOTICED AND ADVERTISED CONSISTENT WITH THE LDC'S NOTICE PROVISIONS AT THE APPLICANT'S EXPENSE.

Public & Private Facilities:

1. ROADS WITHIN PUD DEVELOPMENT WILL BE PRIVATE.
2. INTERIOR ROADS SHALL BE 24' WIDE PAVEMENT, WITH CURB AND GUTTER. PARKING WILL HAVE HEADER CURB WITH 24' DRIVE AISLES.
3. ALL ROAD RIGHT–OF–WAYS TO HAVE AN EASEMENT.
4. POTABLE WATER, SANITARY SEWER, ELECTRICAL AND SOLID WASTE COLLECTION SERVICES ARE PUBLIC FOR THE DEVELOPMENT AND WILL BE PROVIDED BY MARION COUNTY AND SECO ELECTRIC.
5. FUTURE PROPOSED SW 100TH ST (UNDER DESIGN BY RADCLIFFE ENGINEERING) TO BE PUBLIC.

Water & Sewer Notes:

WATER NOTES:

1. **NO EXISTING WATER SYSTEM IS PRESENT ON–SITE.**
2. CONNECT TO EXISTING WATER SYSTEM OWNED & OPERATED BY MARION COUNTY. ALL PVC WATER PIPE TO BE DR 18.

SEWER NOTES:

1. **NO EXISTING SEWER SYSTEM IS PRESENT ON–SITE.**
2. GRAVITY SEWER SHALL BE DESIGNED TO CONNECT TO EXISTING MEADOW GLENN (MARION COUNTY OPERATED) SEWER ALONG PROPOSED SW 100TH STREET.
3. ALL WATER AND SEWER CONSTRUCTION WILL BE IN ACCORDANCE WITH MARION COUNTY WATER AND SEWER CONSTRUCTION DESIGN STANDARDS.

DESIGN PROFESSIONALS			
DESIGN SUBJECT	COMPANY	CONTACT PERSON	PHONE NUMBER
ENGINEER	RADCLIFFE ENGINEERING	MICHAEL W. RADCLIFFE, P.E.	(352) 629-5500
SURVEYOR	ROGERS ENGINEERING, LLC	RODNEY ROGERS	(352) 622-9214
DEVELOPER	NEW STRATEGY HOLDINGS, LLC	DAWSON RANSOME	(813) 444-8742

UTILITY CONTACTS			
UTILITY	COMPANY	CONTACT PERSON	PHONE NUMBER
ELECTRIC	SECO ELECTRIC	JERRY BOLDUC	(352) 237-4107
TELEPHONE	CENTURY LINK	DAN CANNON	(352) 368-8862
CABLE	SPECTRUM	KENNETH POWELL	(352) 330-2905
WATER	MARION COUNTY UTILITIES	JOSH KRAMER	(352) 438-2383
SEWER	MARION COUNTY UTILITIES	JOSH KRAMER	(352) 438-2383
FIRE	MARION COUNTY FIRE DEPT.	KEN MCCANN	(352) 291-8000

Drainage Design Summary:

THIS PROPERTY WILL HAVE PRIVATE ON–SITE RETENTION AREAS HANDLING THE 100 YR./24 HR. POST (11.0") STORM EVENT THUS MEETING SWFWMD REQUIREMENTS FOR WATER QUALITY TREATMENT.

STORM WATER FROM THE 45.0 AC SITE WILL BE ACCOMMODATED IN MULTIPLE DRAINAGE RETENTION AREAS EACH CONTAINED WITHIN AN INDIVIDUAL BASIN.

STORMWATER RUNOFF FROM THIS PROJECT WILL BE COLLECTED THROUGH A SERIES OF DRAINAGE INLETS, UNDERGROUND PIPES, GUTTERS, DOWN SPOUTS, OVERLAND FLOW AND SWALES WHICH DISCHARGE INTO PROPOSED DRAINAGE RETENTION AREAS (DRA) FOR WATER QUALITY AND/OR WATER QUANTITY ATTENUATION AS REQUIRED BY MARION COUNTY AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

EXISTING SOIL TYPE = ApB (APOPKA) HYDROLOGIC SOIL GROUP = A
AtB (ASTATULA) HYDROLOGIC SOIL GROUP = A
CaB (CANDLER) HYDROLOGIC SOIL GROUP = A

DESIGN TO MEET MARION COUNTY STORMWATER QUALITY CRITERIA PER SECTION 6.13.6.A(3)C:
- DRY RETENTION SYSTEMS THAT HAVE A DEPTH OF SIX FEET OR LESS, MEASURED FROM TOP OF BANK TO POND BOTTOM, WITH SIDE SLOPES THAT ARE NO STEEPER THAN 4:1 AND SODDED BOTTOMS

STORMWATER MANAGEMENT DESIGN TO BE COMPLETED DURING FINAL PUD PLANNING STAGE AND PERMITTED THROUGH MARION COUNTY AND SWFWMD.

General Notes:

1. SITE DEVELOPMENT PROPOSED FOR 180 PRIVATELY OWNED SINGLE FAMILY HOMES (MEDIUM DENSITY RESIDENTIAL LAND USE). PROPERTY IS ZONED R–1: WITH 180 MAX ALLOWABLE LOTS PER EAST PUD DEVELOPMENT CONDITIONS (211009Z).
2. THE SPECIFIC USE TO BE PERMITTED ON THE PROPERTY IS SINGLE–FAMILY RESIDENTIAL LOTS AND ASSOCIATED PUBLIC USE FACILITIES.
3. CONSTRUCTION IS PROPOSED IN A SINGLE PHASE.
4. MAXIMUM BUILDING HEIGHT WILL BE 40 FEET.
5. SITE IS VACANT LAND WITH SCATTERED TREES AND PASTURE.
6. THERE ARE NO FEMA OR MARION COUNTY 100 YEAR FLOOD PLAINS ON THIS SITE.
7. UTILITIES AS SHOWN ARE BASED ON ABOVE GROUND EVIDENCE PER SURVEY AND MARION COUNTY G.I.S. INFORMATION.
8. SIDEWALKS ARE PROPOSED ON ONE SIDE OF THE ROADS AND TO THE PROPOSED MULTI–MODAL PATH ALONG SW 100TH STREET.
9. THIS PUD SHALL MEET SECTION 6.8.5 OF THE MARION COUNTY LDC REGARDING MARION–FRIENDLY LANDSCAPE AREAS (MFLA). DEVELOPER SHALL ALSO PROMOTE PRACTICES AND PRINCIPLES OF FLORIDA–FRIENDLY LANDSCAPING (FFL) AS DESCRIBED IN THE FLORIDA YARDS AND NEIGHBORHOODS HANDBOOK, AS AMENDED. A PROGRAM WHICH PROMOTES THESE PRINCIPLES SHALL BE INCORPORATED INTO AND MADE PART OF THE RESTRICTIVE COVENANTS.
10. THE CONSTRUCTION AND MAINTENANCE OF PRIVATE ROADS, PARKING AREAS, DETENTION AREAS, COMMON AREAS, OPEN SPACE, BUFFERS, COMMON AREA LANDSCAPING WILL BE COORDINATED DURING DEVELOPMENT AND PERPETUALLY AFTER THE SITE IS COMPLETE BY A PROPERTY ASSOCIATION FORMED AND ESTABLISHED FOR SUCH PURPOSES.
11. FINAL OPEN SPACE AND DRAINAGE RETENTION AREA (DRA) LOCATIONS AND SIZES MAY VARY DURING IMPROVEMENT PLAN DEVELOPMENT AND WILL MEET OR EXCEED MINIMUM MARION COUNTY LAND DEVELOPMENT CODE REQUIREMENTS.
12. ALL NECESSARY EASEMENTS WILL BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY.
13. NO OUTDOOR LIGHTING IS PROPOSED FOR THE MULTI–PURPOSE/SOCCER FIELD.

Flood Certification:

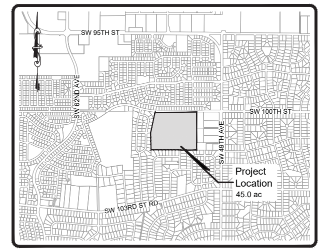
FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING, AND ZONE "AE" – A FLOOD PRONE AREA, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) PER THE MARION COUNTY GEOGRAPHIC INFORMATION SYSTEMS WEB PAGE LOCATED AT: http://www.marioncountyfl.org

Maintenance and Operation Schedule for Stormwater Management System:

1. BASINS SHALL BE CLEANED AND MOWED REGULARLY TO AVOID EXCESSIVE VEGETATIVE GROWTH AT LEAST MONTHLY DURING WINTER MONTHS AND BI–WEEKLY DURING THE GROWING SEASON.
2. THE BASINS SHALL BE CLEANED OUT ANNUALLY OF ACCUMULATED SEDIMENTATION BUILDUP. IF THE BASINS ARE SHOWING EXCESSIVE SEDIMENTATION AT THE BASIN BOTTOM, THE BASIN BOTTOM SHALL BE SCRAPED CLEAN MORE FREQUENTLY.
3. BASIN SIDE SLOPES SHALL BE MAINTAINED WITH A GOOD STAND OF GRASS DURING ALL SEASONS TO AVOID EROSION.
4. REMEDIAL ACTION MAY BE REQUIRED, IF THE BASINS DO NOT DRAW DOWN PROPERLY AND MAINTAIN STANDING WATER FOR AN EXTENDED PERIOD OF TIME. THE ENGINEER SHALL BE NOTIFIED TO ASSIST IN THE IMPLEMENTATION OF THE REMEDIAL ACTION.

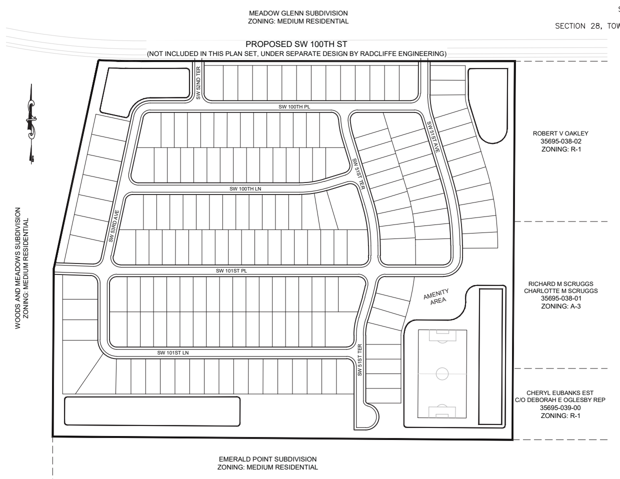
Tree Planting & Landscaping Requirements:

SEE TREE DENSITY PLAN (C007) AND BUFFER DETAILS (C008).



LOCATION MAP
SCALE: 1" = 2000'
OCALA, FLORIDA
SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST

MARION COUNTY PROJECT No. 28951



Site Information:

PROJECT NAME:	SW 100TH STREET PUD – EAST
PROJECT LOCATION:	GENERALLY SOUTHWEST OF SW 100TH ST & SW 49TH AVE
PARCEL NUMBER:	35695–033–00
OWNER:	OCALA SW 100TH LLC 4912 TURNBURY WOOD DRIVE TAMPA, FL 33647
CONTACT:	JOSEPH TABSHE, MANAGER
TELEPHONE:	(813) 444–8742
TOTAL SITE AREA:	45.0 ACRES
EXISTING ZONING:	PLANNED UNIT DEVELOPMENT (PUD)
BUFFERS :	PROPOSED PER PUD DEVELOPMENT CONDITIONS WEST = 30' FROM WOODS & MEADOWS EAST SUBDIVISION SOUTH = 30' FROM EMERALD POINT SUBDIVISION NORTH = 15' FROM SW 100TH ST R/W BOUNDARY EAST = 15' FROM PROPERTY BOUNDARY
PROPOSED LOTS:	180 SINGLE FAMILY LOTS
PROPOSED DENSITY:	180 LOTS/45.0 ACRES = 4.0 LOTS PER ACRE
LAND USE:	MEDIUM RESIDENTIAL
PROPOSED ROAD LENGTH:	6834 LF. (1.294 MILES)
PHASING:	PROJECT TO BE CONSTRUCTED IN A SINGLE PHASE

Sheet Index:

C001 COVER SHEET
C002 PRELIMINARY PLAT (NORTH)
C003 PRELIMINARY PLAT (SOUTH)
C004 SITE LAYOUT
C005 DRAINAGE PLAN
C006 UTILITY PLAN
C007 TREE DENSITY PLAN
C008 DETAILS

S001 BOUNDARY SURVEY (ROGERS - SHEET 1 OF 2)
S002 TOPOGRAPHIC SURVEY (ROGERS - SHEET 2 OF 2)

Existing Conditions:

THE SITE IS SITUATED ON HEAVILY WOODED ROLLING HILLS SURROUNDED BY THE EXISTING SINGLE–FAMILY DEVELOPMENTS. NATURAL WOODED BUFFERS WILL BE PRESERVED AROUND THE PROJECT PERIMETER. SANDY WELL DRAINED SOILS ARE FOUND THROUGHOUT THE PROPERTY. DRAINAGE AND STORMWATER CONTROLS WILL BE PROVIDED TO MEET SWFWMD AND MARION COUNTY STANDARDS.

Description:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE GO ALONG THE EAST LINE OF SAID SECTION 28, S00°36'37"W, A DISTANCE OF 40.00 FEET; THENCE GO ALONG THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD, N89°47'13"W, A DISTANCE OF 828.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE N89°47'13"W, A DISTANCE OF 1274.02 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 03°24'13" AND AN ARC DISTANCE OF 144.95 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S12°19'53"W, A DISTANCE OF 725.71 FEET; THENCE S00°36'37"W, A DISTANCE OF 575.17 FEET; THENCE S89°23'23"E, A DISTANCE OF 1564.30 FEET; THENCE N00°36'37"E, A DISTANCE OF 1291.33 FEET TO THE POINT OF BEGINNING.

Concurrency Deferral Elected Note:

THIS PROPOSED PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE PROPERTY ARE SUBJECT TO A DEFERRED CONCURRENCY DETERMINATION, AND FINAL APPROVAL TO DEVELOP THE PROPERTY HAS NOT BEEN OBTAINED. THE COMPLETION OF THE CONCURRENCY REVIEW AND/OR APPROVAL HAS BEEN DEFERRED TO LATER DEVELOPMENT REVIEW STAGES, SUCH AS, BUT NOT LIMITED TO, BUILDING PERMIT REVIEW.

Springs Protection Zone:

THIS PROJECT LIES WITHIN THE SECONDARY SPRINGS PROTECTION ZONE FOR MARION COUNTY.

Site Distance:

SIGHT DISTANCE CALCULATED USING FDOT INDEX No. 546 (2 LANE UNDIVIDED ROADWAY). NO CONFLICTS NOTED.

Waivers to be Requested:

1. REQUEST WAIVER TO SELECTIVELY LOCATE TREES IN THREE (3) 1 ACRE TYPICAL PLOTS, 30' PERIMETER BUFFERS AND ALL TREES GREATER THAN 30" DBH IN LIEU OF COMPLETE TREE LOCATIONS ON 45 ACRE PARCEL.
2. REQUEST WAIVER TO SIGN THREE (3) CORNERS AT 15 MPH PER MUTCD CODE.

Underground Electric:

ALL ELECTRIC WILL BE UNDERGROUND.
UNDERGROUND ELECTRIC PLANS TO BE COORDINATED WITH SECO ELECTRIC SERVICE AT TIME OF SUBDIVISION IMPROVEMENT PLANS

Sign Standards:

THE FOLLOWING SIGN STANDARDS ARE PROPOSED WITH THIS APPROVAL:

1. RESIDENTIAL PD IDENTIFICATION SIGNS SHALL BE ALLOWED AT THE PRINCIPAL ENTRANCES TO INDIVIDUAL SUBDIVISIONS, WITH A MAXIMUM AREA OF 60 SQUARE FEET EACH.
2. PARCEL AND CLUBHOUSE IDENTIFICATION SIGNS SHALL BE ALLOWED AT PRINCIPLE ENTRANCES TO EACH PARCEL, WITH A MAXIMUM AREA OF 24 SQUARE FEET EACH.

SIGNAGE TO BE DESIGNED DURING FINAL IMPROVEMENT PLAN STAGE.

Traffic Impact Analysis:

SEE SEPARATE TRAFFIC IMPACT ANALYSIS FOR OCALA SW 100TH PUD BY VHB DATED APRIL 2022.

Owner's Certification:

I HEREBY CERTIFY THAT I, MY SUCCESSORS, AND ASSIGNS SHALL PERPETUALLY MAINTAIN THE IMPROVEMENTS AS SHOWN ON THIS PLAN.

OCALA SW 100TH LLC DATE
BY: JOSEPH TABSHE (MANAGER)

Engineer's Certification:

I HEREBY CERTIFY THAT THESE PLANS AND CALCULATIONS WERE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE (LDC), EXCEPT AS WAIVED;

MICHAEL W. RADCLIFFE, P.E.
FLORIDA REG. ENGINEER. NO. 31170

SIGNATURE DATE

Revisions: Date: 3–1–2023 By: TJR REVISIONS PER CITY COMMENTS

Designed: MWR Scale: N/A
Drawn: TJR Project: 2022–06E
Checked: MWR Date: 8–19–22
File: East – Preliminary Plat.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629–5500 FAX (352) 629–1010
Certificate No. EB–0006198 • Michael W. Radcliffe P.E. #31170 • Christopher A. Gwin P.E. #66568

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Project Name: 100th Street PUD - East
Sheet Name: Cover Sheet

Revisions to Plan Set
THIS DATE INDICATES THE LATEST DATE AT WHICH ANY PART OF THIS PLAN SET WAS REVISED.
Date: 3-1-2023

Sheet No. C001 of C008

X:\MWRE Projects\2022 Projects\2022-06E SW 100th Street East PUD\Design\CADD\East - Preliminary Plat.dwg 3/1/2023 10:54 AM

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C101	61.17	45.00	77°52'54"	56.57	S51°04'14"W
C102	82.17	275.00	17°07'09"	81.86	S83°32'54"E
C103	229.78	780.01	16°52'43"	228.95	N8°40'05"W
C104	70.87	45.00	90°14'24"	63.77	N44°53'29"E
C105	82.16	275.00	17°07'06"	81.86	S8°32'53"E
C106	147.29	500.00	16°52'43"	146.76	N8°40'05"W
C107	52.05	500.00	5°57'50"	52.02	S2°45'10"W
C108	95.33	500.00	10°55'25"	95.18	N11°11'48"E
C109	58.11	200.00	16°38'50"	57.91	S8°20'06"W
C110	70.69	45.00	90°00'00"	63.64	S44°59'19"E
C111	45.65	320.00	8°10'28"	45.62	S4°05'55"W
C112	22.03	320.00	3°56'38"	22.02	N10°09'28"E
C113	89.63	300.00	17°07'06"	89.30	N81°27'07"E
C114	34.86	25.00	79°53'54"	32.11	N52°04'44"E
C115	88.35	65.00	77°52'54"	81.71	S51°04'14"W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C116	39.27	25.00	90°00'00"	35.36	N45°00'41"E
C117	39.27	25.00	90°00'00"	35.36	S44°59'19"E
C118	39.27	25.00	90°00'00"	35.36	N45°00'41"E
C119	33.98	25.00	77°52'54"	31.43	S51°04'14"W
C120	37.62	25.00	86°13'09"	34.17	N46°52'45"W
C121	68.67	295.00	13°20'15"	68.52	S10°26'18"E
C122	39.27	25.00	90°00'00"	35.36	N27°53'34"E
C123	39.05	280.00	7°59'27"	39.02	N76°53'11"E
C124	44.61	280.00	9°07'40"	44.56	S85°26'51"W
C125	44.56	25.00	102°07'06"	38.89	S38°55'46"E
C126	33.98	25.00	77°52'54"	31.43	S51°04'14"W
C127	7.91	320.00	1°25'02"	7.91	S89°18'10"W
C128	42.65	320.00	7°38'10"	42.62	S84°46'34"W
C129	43.00	320.00	7°41'57"	42.97	S77°06'30"W
C130	39.27	25.00	90°00'00"	35.36	N62°06'26"W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C131	86.84	480.00	10°21'58"	86.73	N11°55'27"W
C132	54.56	480.00	6°30'44"	54.53	N3°29'05"W
C133	7.14	480.00	0°51'09"	7.14	N0°11'51"E
C134	39.00	25.00	89°23'15"	35.17	N45°19'03"E
C135	44.56	25.00	102°07'06"	38.89	S38°55'46"E
C136	41.57	25.00	95°15'50"	36.94	S42°22'46"W
C137	32.44	25.00	74°20'10"	30.21	N52°49'15"W
C138	43.58	760.00	3°17'08"	43.58	N15°27'52"W
C139	52.22	760.00	3°56'12"	52.21	N11°51'12"W
C140	52.22	760.00	3°56'12"	52.21	N7°55'00"W
C141	52.22	760.00	3°56'12"	52.21	N3°58'48"W
C142	23.65	760.00	1°46'58"	23.65	N1°07'12"W
C143	39.37	25.00	90°14'24"	35.43	N44°53'29"E
C144	36.10	620.04	3°20'11"	36.10	N15°26'16"W
C145	43.97	657.37	3°49'57"	43.96	N11°51'12"W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C146	43.97	623.53	4°02'27"	43.96	N7°55'00"W
C147	43.97	630.78	3°59'40"	43.97	N3°57'57"W
C148	53.96	626.00	4°56'19"	53.94	N14°38'19"W
C149	53.84	654.68	4°42'43"	53.82	N9°48'49"W
C150	53.84	625.97	4°55'41"	53.82	N4°59'37"W
C151	6.39	1060.28	0°20'43"	6.39	S2°17'51"E
C152	39.49	25.00	90°30'41"	35.51	S44°43'59"E
C153	21.37	520.00	2°21'17"	21.37	N1°24'22"W
C154	43.74	520.00	4°49'12"	43.73	N4°59'37"W
C155	43.74	520.00	4°49'12"	43.73	N9°48'49"W
C156	43.73	520.00	4°49'05"	43.71	N14°37'57"W
C157	52.76	255.00	11°51'16"	52.67	S11°10'48"E
C158	73.82	255.00	16°35'16"	73.57	S8°48'51"E
C159	39.31	135.00	16°40'54"	39.17	S8°51'40"E
C160	44.93	920.00	2°47'53"	44.92	S15°42'30"E

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C161	56.45	920.00	3°30'55"	56.44	S12°33'06"E
C162	56.45	920.00	3°30'55"	56.44	S9°02'11"E
C163	56.45	920.00	3°30'55"	56.44	S5°31'15"E
C164	56.76	920.00	3°32'06"	56.75	N1°59'45"W
C165	49.35	800.00	3°32'04"	49.34	N1°59'46"W
C166	49.08	800.00	3°30'55"	49.08	N5°31'15"W
C167	49.08	800.00	3°30'55"	49.08	N9°02'11"W
C168	49.08	800.00	3°30'55"	49.08	N12°33'06"W
C169	39.07	800.00	2°47'53"	39.06	N15°42'30"W
C170	39.27	25.00	90°00'00"	35.36	S45°00'41"W
C171	44.52	25.00	102°02'03"	38.87	N38°58'18"W
C172	38.65	480.00	4°36'47"	38.64	N14°21'07"E
C173	63.92	220.00	16°38'50"	63.70	S8°20'06"W
C174	39.27	25.00	90°00'00"	35.36	N45°00'41"E
C175	39.27	25.00	90°00'00"	35.36	S44°59'19"E

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C176	38.39	25.00	87°59'00"	34.73	N43°58'49"W
C177	57.73	65.00	50°53'02"	55.85	S27°10'59"E
C178	40.97	65.00	36°07'05"	40.30	S70°41'02"E
C179	39.27	25.00	90°00'00"	35.36	N44°59'19"W
C180	34.89	25.00	79°57'16"	32.12	S50°01'06"W
C181	85.83	640.00	7°41'02"	85.77	N10°07'22"E
C182	30.09	640.00	2°41'37"	30.09	N15°18'42"E
C183	17.43	60.00	16°38'50"	17.37	S8°20'06"W
C184	8.09	10.00	46°22'50"	7.88	S23°10'45"E
C185	44.68	180.00	14°13'25"	44.57	S70°7'23"W
C186	7.61	180.00	2°25'25"	7.61	S15°26'48"W
C187	24.45	520.00	2°41'37"	24.44	N15°18'42"E
C188	35.61	520.00	3°55'25"	35.60	N12°00'11"E

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

MARION COUNTY PROJECT
No. 28951

Tract A
44392 SF

Tract C
271375 SF

SW 100TH PL

SW 100TH LN

SW 101ST PL

SW 52ND TER

SW 53RD AVE

SW 51ST TER

SW 51ST AVE

Revisions		
Date	By	
5-1-2023	TJR	REVISIONS PER CITY COMMENTS

Designed: MWR
Drawn: TJR
Checked: MWR
File: East – Preliminary Plat.dwg

Scale: 1" = 50'
Project: 2022-06E
Date: 8-19-22

MICHAEL W. RADCLIFFE ENGINEERING, INC.
Civil, Land Development, Water & Sewer Engineering
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Civil Engineering • Land Development • Water & Sewer Engineering
www.radcliffeengineering.com

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Project Name: 100th Street PUD - East
Sheet Name: Preliminary Plat (North)

Sheet No.
C002
of
C008

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C101	61.17	45.00	77°52'54"	56.57	S51°04'14"W
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C107	52.05	500.00	5°57'50"	52.02	S2°45'10"W
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C109	58.11	200.00	16°38'50"	57.91	S8°20'06"W
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C135	44.56	25.00	102°07'06"	38.89	S38°55'46"E
C136	41.57	25.00	95°15'50"	36.94	S42°22'46"W
C137	32.44	25.00	74°20'10"	30.21	N52°49'15"W
C138	43.58	760.00	3°17'08"	43.58	N15°27'52"W
C139	52.22	760.00	3°56'12"	52.21	N11°51'12"W
C140	52.22	760.00	3°56'12"	52.21	N7°55'00"W
C141	52.22	760.00	3°56'12"	52.21	N3°58'48"W
C142	23.65	760.00	1°46'58"	23.65	N1°07'12"W
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C149	53.84	654.68	4°42'43"	53.82	N9°48'49"W
C150	53.84	625.97	4°55'41"	53.82	N4°59'37"W
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C154	43.74	520.00	4°49'12"	43.73	N4°59'37"W
C155	43.74	520.00	4°49'12"	43.73	N9°48'49"W
C156	43.73	520.00	4°49'05"	43.71	N14°37'57"W
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C163	56.45	920.00	3°30'55"	56.44	S5°31'15"E
C164	56.76	920.00	3°32'06"	56.75	N1°59'45"W
C165	49.35	800.00	3°32'04"	49.34	N1°59'46"W
C166	49.08	800.00	3°30'55"	49.08	N5°31'15"W
C167	49.08	800.00	3°30'55"	49.08	N9°02'11"W
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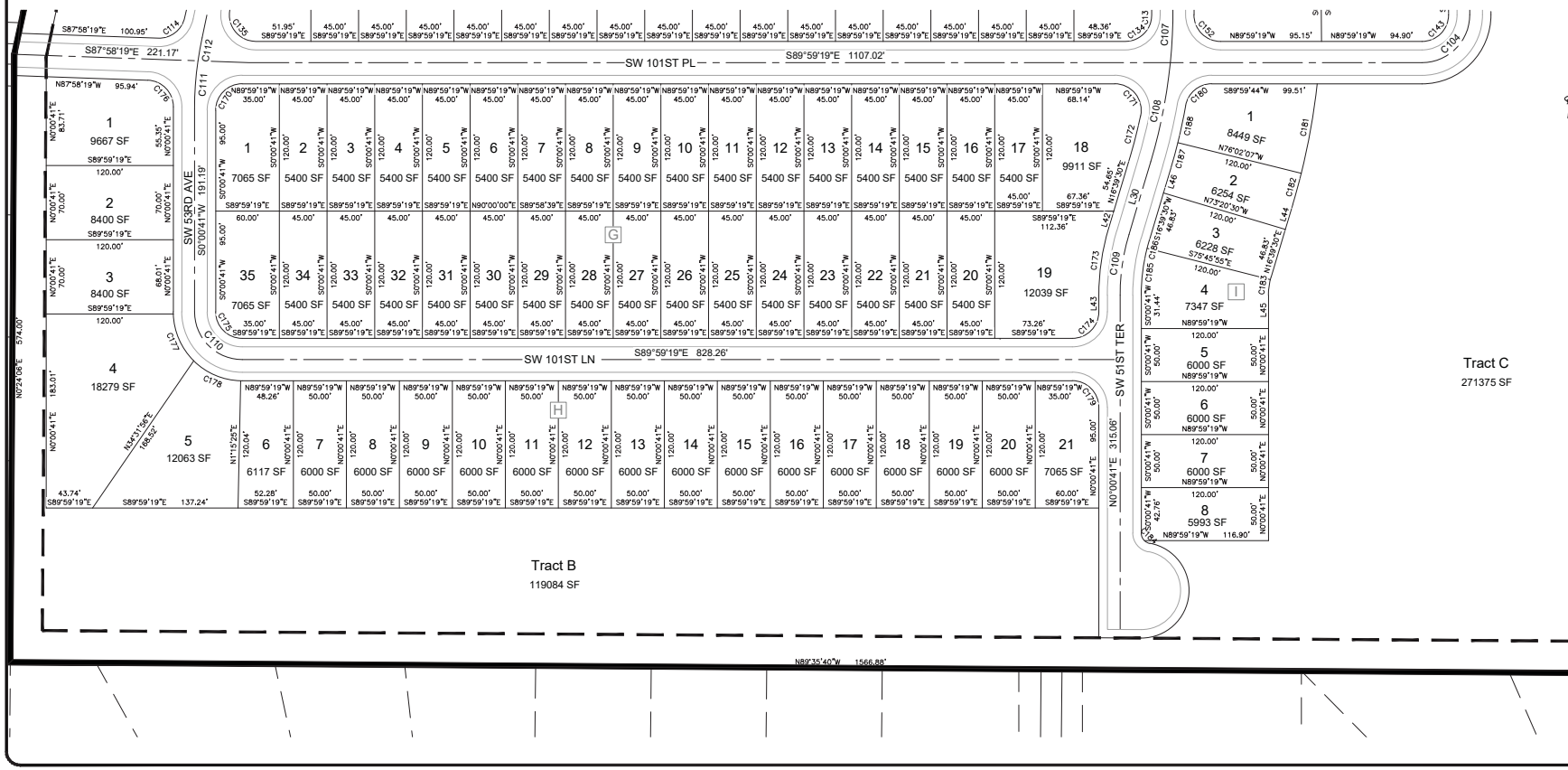
Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LEN.	CH. BEAR.
C176	38.39	25.00	87°59'00"	34.73	N43°58'49"W
C177	57.73	65.00	50°53'02"	55.85	S27°10'59"E
C178	40.97	65.00	36°07'05"	40.30	S70°41'02"E
C179	39.27	25.00	90°00'00"	35.36	N44°59'19"W
C180	34.89	25.00	79°57'16"	32.12	S50°01'06"W
C181	85.83	640.00	7°41'02"	85.77	N10°07'22"E
C182	30.09	640.00	2°41'37"	30.09	N15°18'42"E
C183	17.43	60.00	16°38'50"	17.37	S8°20'06"W
C184	8.09	10.00	46°22'50"	7.88	S23°10'45"E
C185	44.68	180.00	14°13'25"	44.57	S7°07'23"W
C186	7.61	180.00	2°25'25"	7.61	S15°26'48"W
C187	24.45	520.00	2°41'37"	24.44	N15°18'42"E
C188	35.61	520.00	3°55'25"	35.60	N12°00'11"E

MARION COUNTY PROJECT
No. 28951

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.



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Civil, Land Development, Water, Wastewater, Transportation
Carmel, IN 46032 (317) 575-8000 FAX (317) 575-8001
www.radcliffeengineering.com

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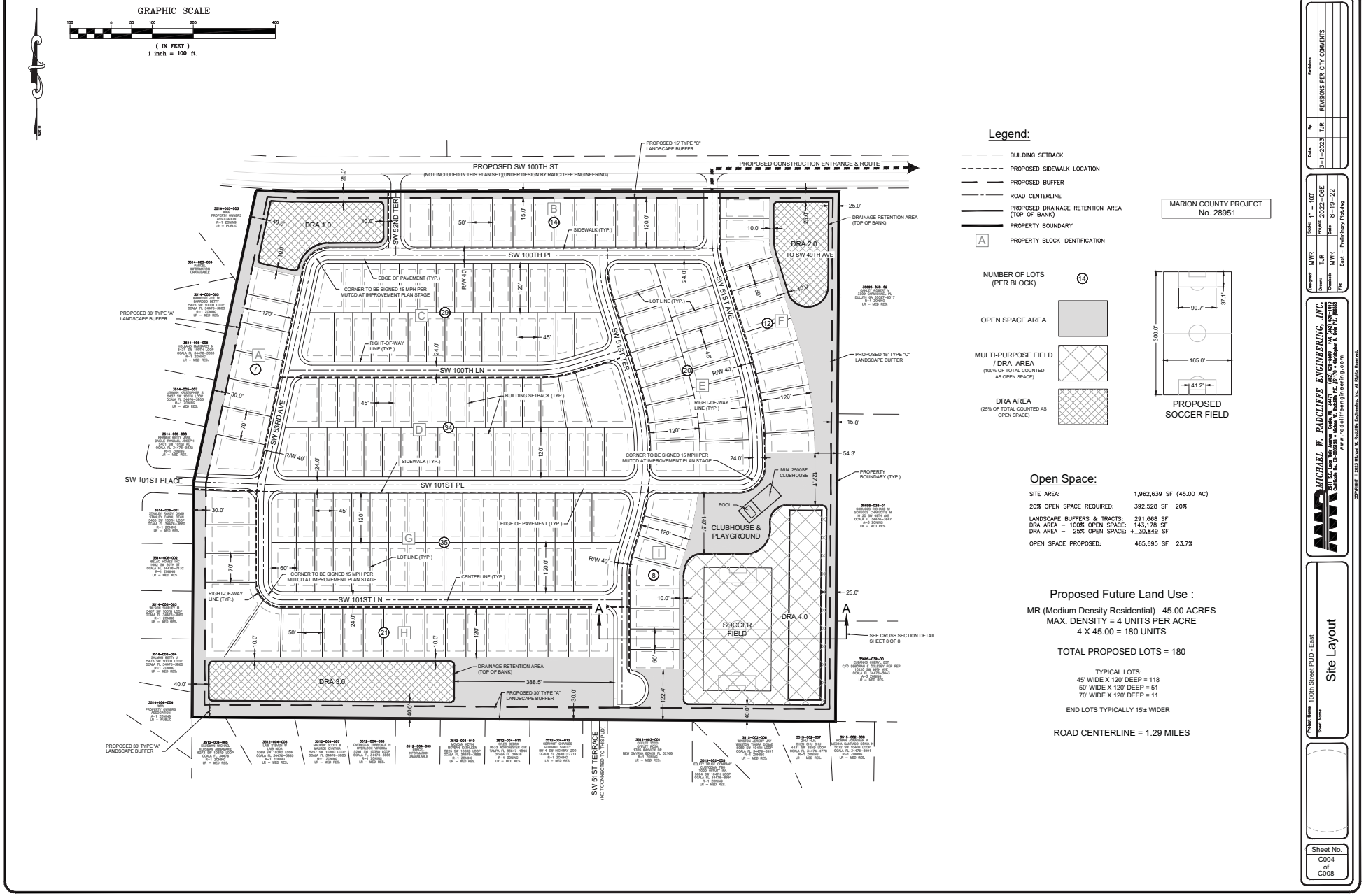
No.	By	Revisions
1	TJR	REVISIONS PER CITY COMMENTS

Date: 5-1-2023
Scale: 1" = 50'
Designed: MWR
Drawn: TJR
Checked: MWR
Project: 2022-06E
Date: 8-19-22
File: East - Preliminary Plat.dwg

Project Name: 100th Street PUD - East
Sheet Name: Preliminary Plat (South)

Sheet No.
C003
of
C008



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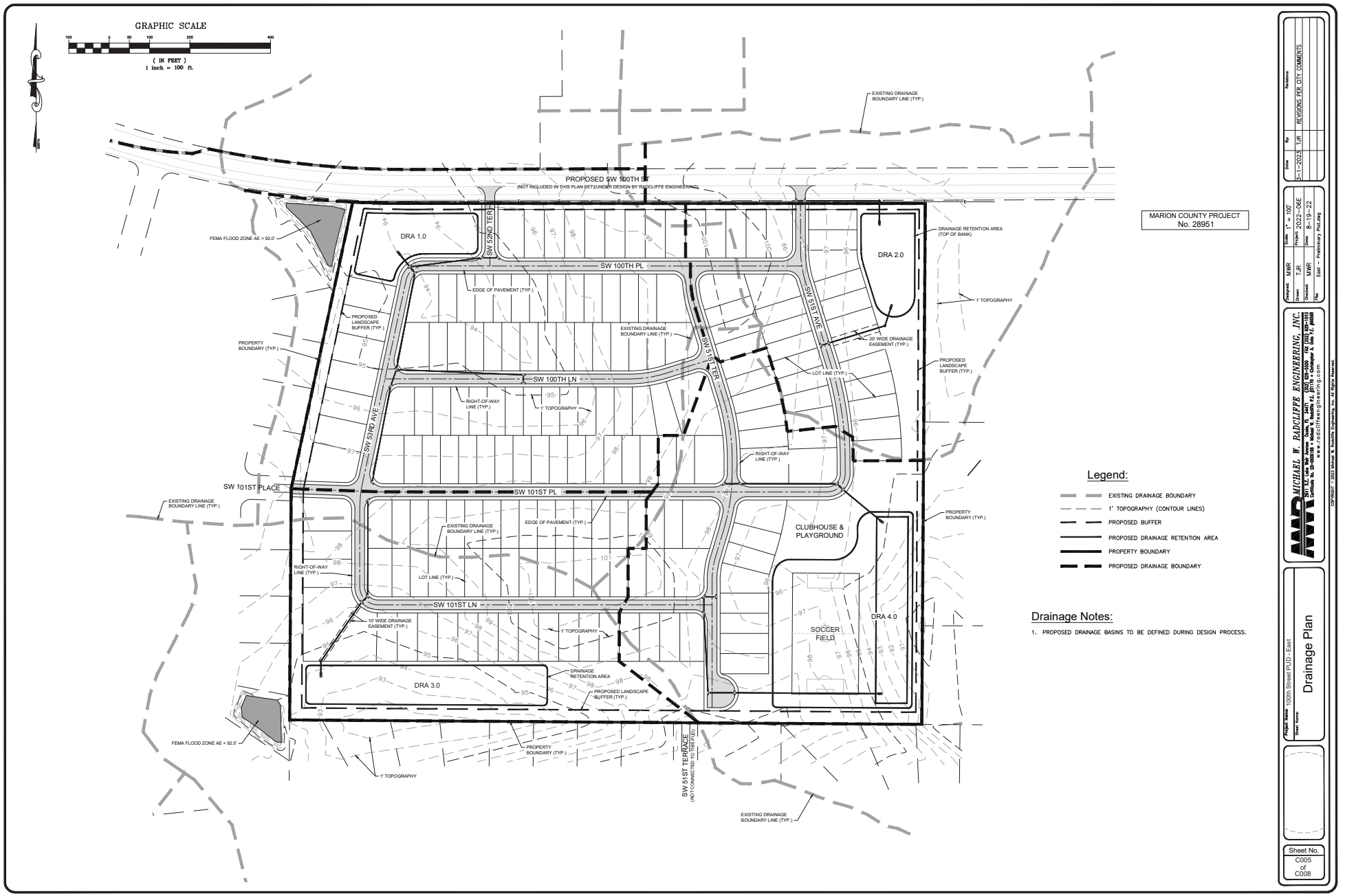

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GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

MARION COUNTY PROJECT
No. 28951

Legend:

- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- PROPOSED UTILITY EASEMENT
- EXISTING SEWER MAIN
- PROPOSED DRAINAGE RETENTION AREA (TOP OF BANK)
- PROPERTY BOUNDARY

EXISTING SANITARY SEWER MANHOLE (TYP.)
EXISTING SANITARY SEWER MAIN (TYP.)
PROPOSED SANITARY SEWER MANHOLE (TYP.)
PROPOSED SANITARY SEWER MAIN (TYP.)
EXISTING RIGHT-OF-WAY
PROPOSED SW 100TH ST
(NOT INCLUDED IN THIS PLAN SET)(UNDER DESIGN BY RADCLIFFE ENGINEERING)
EXISTING WATER MAIN (TYP.)
PROPERTY BOUNDARY (TYP.)
SW 101ST PLACE
SW 52ND TER
SW 100TH PL
SW 100TH LN
SW 101ST PL
SW 101ST LN
SW 51ST AVE
SW 51ST TER
SW 53RD AVE
SW 51ST TERRACE
(NOT CONNECTED TO THIS PUD)
DRA 3.0
DRA 4.0
DRA 5.0
DRA 6.0
DRAINAGE RETENTION AREA (TOP OF BANK)
PROPOSED LANDSCAPE BUFFER (TYP.)
PROPOSED UTILITY EASEMENT (TYP.)
PROPOSED WATER MAIN (TYP.)
PROPOSED SANITARY SEWER MANHOLE (TYP.)
EDGE OF PAVEMENT (TYP.)
LOT LINE (TYP.)
RIGHT-OF-WAY LINE (TYP.)
CLUBHOUSE & PLAYGROUND
SOCCER FIELD

Sanitary Sewer Structure Table

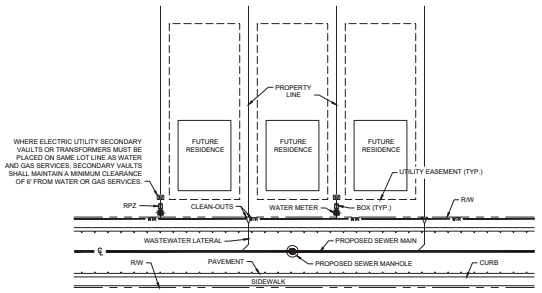
Structure Name	Structure Details	Alignment Details
SS-7	RIM = 99.31 P-10 INV IN = 88.80 P-8 INV IN = 88.80 P-7 INV OUT = 88.70	STA: 34+56.52 OFF: 0.000
SS-8	RIM = 99.27 P-9 INV IN = 90.14 P-8 INV OUT = 90.04	STA: 19+28.00 OFF: 0.000
SS-22	RIM = 99.18 P-22 INV OUT = 93.74	STA: 9+54.79 OFF: -0.001
SS-9	RIM = 98.71 P-9 INV OUT = 91.94	STA: 15+27.38 OFF: 0.000
SS-21	RIM = 98.62 P-22 INV IN = 91.98 P-21 INV OUT = 91.89	STA: 5+64.03 OFF: 0.000
SS-13	RIM = 97.91 P-13 INV OUT = 92.74	STA: 13+28.19 OFF: 0.000
SS-12	RIM = 97.14 P-14 INV IN = 91.67 P-13 INV IN = 91.67 P-12 INV OUT = 91.57	STA: 10+90.68 OFF: 0.000
SS-20	RIM = 97.01 P-21 INV IN = 90.13 P-23 INV IN = 90.13 P-20 INV OUT = 90.03	STA: 1+73.26 OFF: 0.000
SS-4	RIM = 96.77 P-5 INV IN = 85.31 P-4 INV OUT = 85.21	STA: 38+00.00 OFF: 0.000
SS-25	RIM = 96.63 P-25 INV OUT = 94.94	STA: 60+05.79 OFF: 0.000
SS-15	RIM = 95.72 P-15 INV OUT = 94.03	STA: 72+77.31 OFF: 0.000
SS-24	RIM = 94.96 P-25 INV IN = 93.27 P-24 INV OUT = 93.17	STA: 56+34.16 OFF: 0.000
SS-14	RIM = 94.44 P-15 INV IN = 92.75 P-14 INV OUT = 92.65	STA: 69+91.82 OFF: 0.000
SS-5	RIM = 94.23 P-6 INV IN = 86.36 P-16 INV IN = 86.36 P-5 INV OUT = 86.26	STA: 29+59.39 OFF: 0.000

Sanitary Sewer Structure Table

Structure Name	Structure Details	Alignment Details
SS-19	RIM = 93.46 P-19 INV OUT = 91.57	STA: 47+05.37 OFF: 0.000
SS-23	RIM = 93.28 P-24 INV IN = 91.49 P-23 INV OUT = 91.39	STA: 52+72.18 OFF: 18.640
SS-11	RIM = 92.60 P-12 INV IN = 90.81 P-11 INV OUT = 90.71	STA: 66+05.66 OFF: 0.000
SS-18	RIM = 92.10 P-19 INV IN = 90.21 P-18 INV OUT = 90.11	STA: 44+02.68 OFF: 0.000
SS-10	RIM = 91.85 P-11 INV IN = 89.96 P-10 INV OUT = 89.86	STA: 64+38.44 OFF: 0.000
SS-17	RIM = 90.74 P-18 INV IN = 88.75 P-20 INV IN = 88.75 P-17 INV OUT = 88.65	STA: 24+84.51 OFF: 0.000
SS-6	RIM = 89.67 P-7 INV IN = 87.58 P-6 INV OUT = 87.48	STA: 32+07.95 OFF: 0.000
SS-16	RIM = 89.45 P-17 INV IN = 87.36 P-16 INV OUT = 87.26	STA: 27+65.11 OFF: -12.856
SS-3	RIM = 85.70 P-4 INV IN = 83.29 P-3 INV OUT = 83.19	STA: ??? OFF: ???
SS-2	RIM = 83.80 P-3 INV IN = 81.27 P-2 INV OUT = 81.17	STA: ??? OFF: ???
SS-1	RIM = 81.90 P-2 INV IN = 79.25 P-1 INV OUT = 79.15	STA: ??? OFF: ???
MH #14	RIM = 72.88 P-1 INV IN = 71.19	STA: ??? OFF: ???

Sanitary Sewer Pipe Table

Pipe Name	Size	Length	Slope
P-15	8	285.49	0.45%
P-14	8	217.33	0.45%
P-12	8	167.84	0.45%
P-11	8	167.09	0.45%
P-10	8	236.94	0.45%
P-8	8	276.00	0.45%
P-9	8	400.00	0.45%
P-7	8	248.56	0.45%
P-6	8	248.56	0.45%
P-5	8	210.73	0.45%
P-4	8	400.00	0.48%
P-3	8	400.00	0.48%
P-2	8	400.00	0.48%
P-16	8	200.05	0.45%
P-17	8	286.38	0.45%
P-18	8	302.68	0.45%
P-19	8	302.68	0.45%
P-20	8	284.50	0.45%
P-21	8	390.75	0.45%
P-22	8	390.75	0.45%
P-23	8	281.70	0.45%
P-24	8	371.63	0.45%
P-25	8	371.63	0.45%
P-13	8	237.52	0.45%
P-1	8	182.08	4.37%



Typical Lot Utility Locations

NOT TO SCALE

MICHAEL W. RADCLIFFE ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 9000
Mailing Address: P.O. Box 1444, Ocala, FL 34478
Physical Address: 1614 SW 1st Ave., Ocala, FL 34471
(352) 732-2000 FAX (352) 732-2010
www.radcliffeengineering.com

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Revisions	By	Date
REVISIONS PER CITY COMMENTS	TJR	5-1-2023

Designed: MWR
Drawn: TJR
Checked: MWR
File: East – Preliminary Plat.dwg
Scale: 1" = 100'
Project: 2022-06E
Date: 8-19-22

Project Name: 100th Street PUD - East
Sheet Name: Utility Plan

Sheet No.
C006
of
C008

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MARION COUNTY PROJECT
No. 28951

EAST PUD

Site Area:
1,962,639 SF (45.05 AC)

30' Buffer Area:
84,626 SF (1.94 AC)

15' Buffer Area:
39,997 SF (0.92 AC)

Proposed Survey Requirements for East PUD:
(Pending Waiver)

- LOCATE ALL TREES ≥ 10" DBH IN 1 ACRE SAMPLE LOCATION
- LOCATE ALL TREES ≥ 4" DBH WITHIN 30' PERIMETER BUFFER
- LOCATE TREES (NON-PINE) ≥ 30" DBH THROUGHOUT THE SITE

BASED ON ACTUAL 51 ACRE TREE SURVEY OF A SIMILAR PROJECT (ROLLING GREENS RV RESORT) DATED 1-31-22, IT IS EXPECTED THAT THE DENSITIES OF THE SITES WILL BE SIMILAR AND IN THE RANGE OF 39 TREES PER/ACRE AND 610 INCHES PER/ACRE.

No.	Revisions	By	Date
	REVISIONS PER CITY COMMENTS	TJR	5-1-2023

Designed: MWR | Scale: 1" = 80'
Drawn: TJR | Project: 2022-06E
Checked: MWR | Date: 8-19-22
File: East - Preliminary Plat.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
Civil, Land Development, Water & Wastewater Engineering
2611 NW 10th Terrace, Suite A, Ocala, FL 34475 (352) 629-2600 FAX (352) 629-2601
Certificate No. 28 Certificate of Authorization No. 28
www.radcliffeengineering.com

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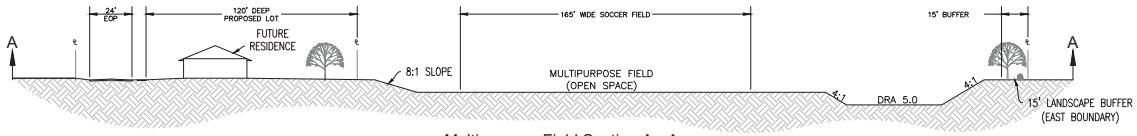
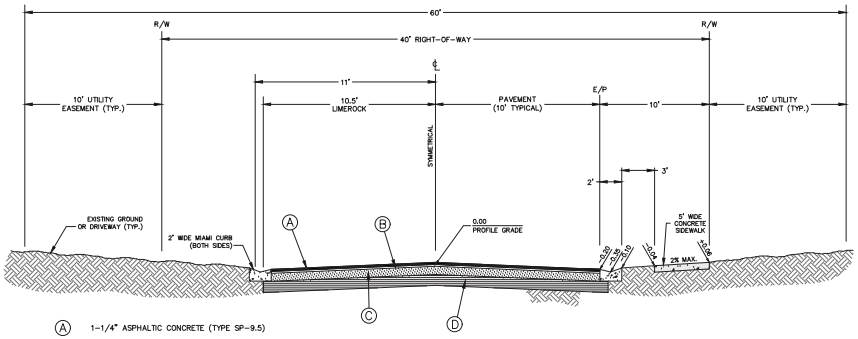
Project Name: 100th Street PUD - East
Sheet Name: Tree Density Plan

Sheet No.
C007
of
C008



Multipurpose Field Section A - A

NOT TO SCALE



Ⓐ 1-1/4" ASPHALTIC CONCRETE (TYPE SP-9.5)

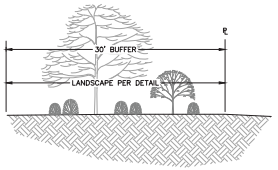
Ⓑ BITUMINOUS TACK COAT

Ⓒ 8" LIMEROCK BASE COURSE

Ⓓ 12" STABILIZED SUBGRADE

TYPICAL SECTION
20' PAVEMENT

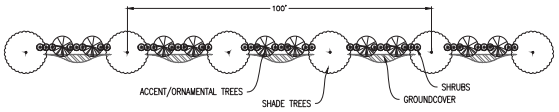
NOT TO SCALE



30' Buffer Detail

NOT TO SCALE

MARION COUNTY PROJECT
No. 28951



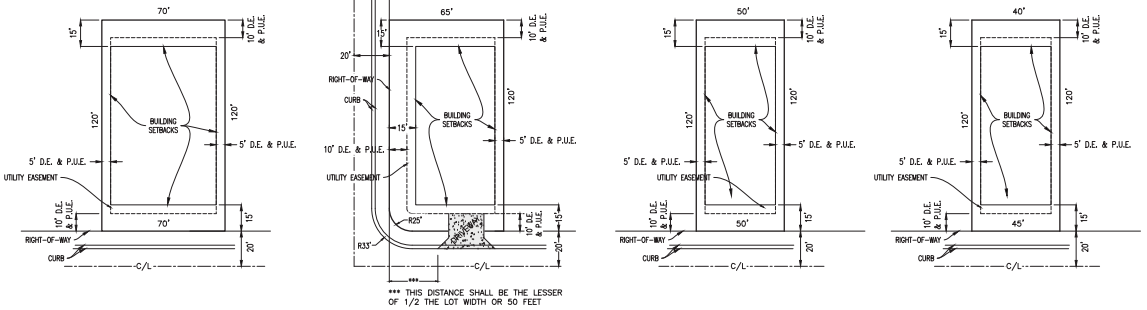
Type "A" Buffer Planting Detail

(PER 100' - TYPICAL)

NOT TO SCALE

THE "A" TYPE BUFFER SHALL CONSIST OF A 30-FOOT WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST THREE SHADE TREES AND FIVE 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 AREA AND SHALL FORM A LAYERED LANDSCAPE SCREEN WITH A MINIMUM HEIGHT OF THREE FEET ACHIEVED WITHIN ONE YEAR OF PLANTING.

EXISTING TREES MAY BE UTILIZED TO MEET BUFFER REQUIREMENTS



70' LOT

40' RIGHT-OF-WAY

NOT TO SCALE

65' CORNER LOT

40' RIGHT-OF-WAY

NOT TO SCALE

50' LOT

40' RIGHT-OF-WAY

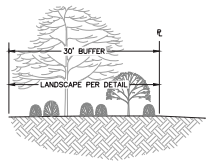
NOT TO SCALE

45' LOT

40' RIGHT-OF-WAY

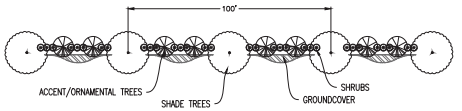
NOT TO SCALE

Typical Lot Details



15' Buffer Detail

NOT TO SCALE



Type "C" Buffer Planting Detail

(PER 100' - TYPICAL)

NOT TO SCALE

THE "C" TYPE 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.

EXISTING TREES MAY BE UTILIZED TO MEET BUFFER REQUIREMENTS

Revisions	By	Date
REVISIONS PER CITY COMMENTS	TJR	3-1-2023

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Civil, Site & Land Development Consultants
Certificate No. 28000 774 Dale Drive, Ocala, FL 34481 (352) 732-2484
www.radcliffeengineering.com

Designed:	MWR	Scale:	N/A
Drawn:	TJR	Project:	2022-06E
Checked:	MWR	Date:	8-19-22
File:	East - Preliminary Plat.dwg		

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Project Name: 100th Street PUD - East

Sheet Name: Details

Sheet No. C008 of C008

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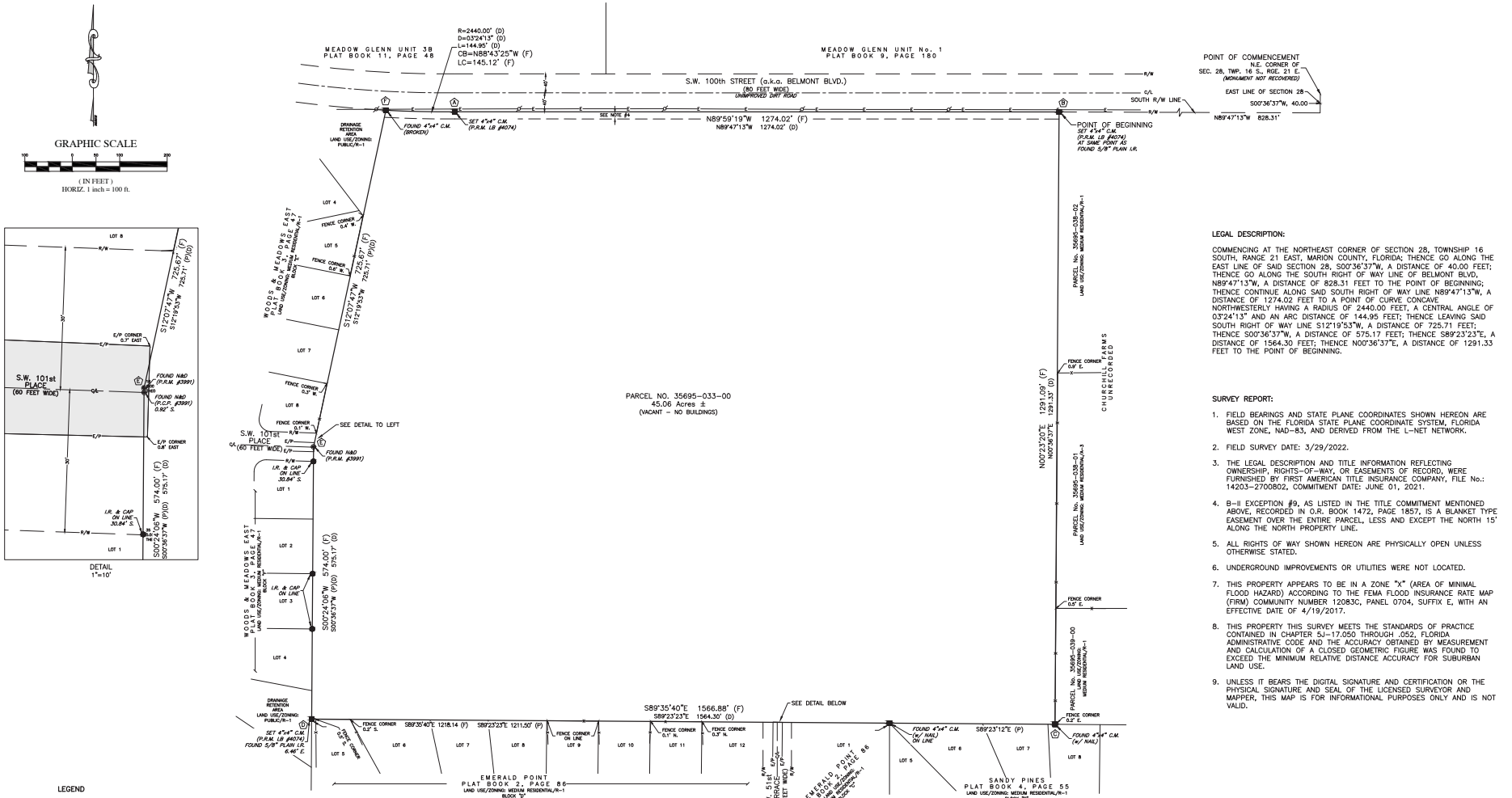


LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE GO ALONG THE EAST LINE OF SAID SECTION 28, S00°36'37"W, A DISTANCE OF 40.00 FEET; THENCE GO ALONG THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD, N89°47'13"W, A DISTANCE OF 828.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE N89°47'13"W, A DISTANCE OF 1274.02 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 03°24'13" AND AN ARC DISTANCE OF 144.95 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S12°19'53"W, A DISTANCE OF 725.71 FEET; THENCE S00°36'37"W, A DISTANCE OF 575.17 FEET; THENCE S89°23'23"E, A DISTANCE OF 1564.30 FEET; THENCE N00°36'37"E, A DISTANCE OF 1291.33 FEET TO THE POINT OF BEGINNING.

SURVEY REPORT:

1. FIELD BEARINGS AND STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD-83, AND DERIVED FROM THE L-NET NETWORK.
2. FIELD SURVEY DATE: 3/29/2022.
3. THE LEGAL DESCRIPTION AND TITLE INFORMATION REFLECTING OWNERSHIP, RIGHTS-OF-WAY, OR EASEMENTS OF RECORD, WERE FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE No.: 14203-2700802, COMMITMENT DATE: JUNE 01, 2021.
4. B-II EXCEPTION #9, AS LISTED IN THE TITLE COMMITMENT MENTIONED ABOVE, RECORDED IN O.R. BOOK 1472, PAGE 1857, IS A BLANKET TYPE EASEMENT OVER THE ENTIRE PARCEL, LESS AND EXCEPT THE NORTH 15' ALONG THE NORTH PROPERTY LINE.
5. ALL RIGHTS OF WAY SHOWN HEREON ARE PHYSICALLY OPEN UNLESS OTHERWISE STATED.
6. UNDERGROUND IMPROVEMENTS OR UTILITIES WERE NOT LOCATED.
7. THIS PROPERTY APPEARS TO BE IN A ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 12083C, PANEL 0704, SUFFIX E, WITH AN EFFECTIVE DATE OF 4/19/2017.
8. THIS PROPERTY THIS SURVEY MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17.050 THROUGH .052, FLORIDA ADMINISTRATIVE CODE AND THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE MINIMUM RELATIVE DISTANCE ACCURACY FOR SUBURBAN LAND USE.
9. UNLESS IT BEARS THE DIGITAL SIGNATURE AND CERTIFICATION OR THE PHYSICAL SIGNATURE AND SEAL OF THE LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LEGEND

P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
I.R.	IRON ROD
N&D	NAIL & DISC
R/W	RIGHT OF WAY
E/P	EDGE OF PAVEMENT
C/L	CENTERLINE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
(P)	PLAT MEASUREMENT
(D)	DESCRIPTION MEASUREMENT
(F)	FIELD MEASUREMENT
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
	UTILITY POLE AND GUY ANCHOR
	OVERHEAD WIRES
	FENCE
	ASPHALT
75	GROUND CONTOUR
T.B.M.	TEMPORARY BENCHMARK
ELEV.	ELEVATION

STATE PLANE COORDINATES	
A	N: 1724441.506 E: 589498.643
B	N: 1724441.256 E: 590772.663
C	N: 1723150.191 E: 590763.902
D	N: 1723161.280 E: 589197.056
E	N: 1723735.269 E: 589201.080
F	N: 1724444.739 E: 589353.561

SHEET 1 - BOUNDARY SURVEY MAP
SHEET 2 - TOPOGRAPHIC SURVEY MAP

SURVEYORS CERTIFICATION:

TO: NEW STRATEGY HOLDINGS, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON IS IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE MARION COUNTY L.D.C. AND MEETS THE STANDARDS OF PRACTICE PER CHAPTER 2014-147 SECTION 1. SECTION 472.027, FLORIDA STATUES.

RODNEY K. ROGERS DATE
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION NO. 5274
STATE OF FLORIDA

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9214 • Lic. Bus. #4074

Robert L. Rogers, PE
Fl. Reg. No. 10227
rlrogers@rogerseng.com

Rodney K. Rogers, PSM
Fl. Reg. No. 5274
rkrogers@rogerseng.com

REVISION	DATE

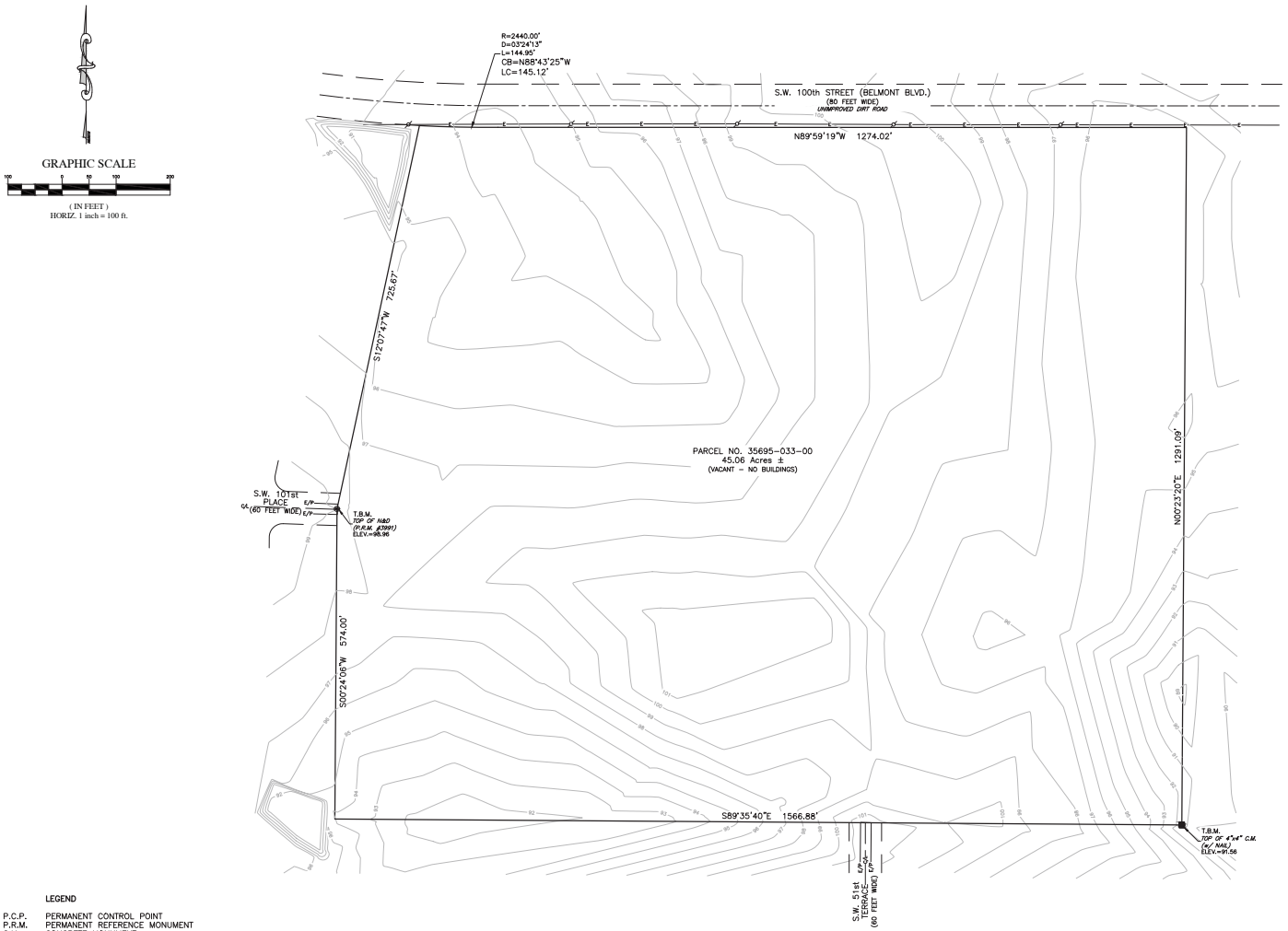
A BOUNDARY & TOPOGRAPHIC SURVEY
FOR
NEW STRATEGY HOLDINGS, LLC
Boundary Survey Map

JOB No.
22_35695-033-00

DATE
4/1/2022

SCALE
1" = 100'

SHEET
1 OF 2



LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE GO ALONG THE EAST LINE OF SAID SECTION 28, S00°36'37"W, A DISTANCE OF 40.00 FEET; THENCE GO ALONG THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD, N89°47'13"W, A DISTANCE OF 828.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE N89°47'13"W, A DISTANCE OF 1274.02 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 03°24'13" AND AN ARC DISTANCE OF 144.95 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S12°19'53"W, A DISTANCE OF 725.71 FEET; THENCE S00°36'37"W, A DISTANCE OF 575.17 FEET; THENCE S89°23'23"E, A DISTANCE OF 1564.30 FEET; THENCE N00°36'37"E, A DISTANCE OF 1291.33 FEET TO THE POINT OF BEGINNING.

SURVEY REPORT:

1. VERTICAL DATA IS BASED ON SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT CONTROL POINT "C-197", PUBLISHED ELEVATION = 83.40', NAVD-88.
2. FIELD SURVEY DATE: 3/29/2022.

LEGEND

P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
I.R.	IRON ROD
N&D	NAIL & DISC
R/W	RIGHT OF WAY
E/P	EDGE OF PAVEMENT
C/L	CENTERLINE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
(P)	PLAT MEASUREMENT
(D)	DESCRIPTION MEASUREMENT
(F)	FIELD MEASUREMENT
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
	UTILITY POLE AND GUY ANCHOR
	OVERHEAD WIRES
	FENCE
	ASPHALT
75	GROUND CONTOUR
T.B.M.	TEMPORARY BENCHMARK
ELEV.	ELEVATION

SHEET 1 – BOUNDARY SURVEY MAP
SHEET 2 – TOPOGRAPHIC SURVEY MAP

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON IS IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE MARION COUNTY L.D.C. AND MEETS THE STANDARDS OF PRACTICE PER CHAPTER 2014-147 SECTION 1. SECTION 472.027, FLORIDA STATUES.

RODNEY K. ROGERS DATE
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION NO. 5274
STATE OF FLORIDA

REVISION	DATE

Robert L. Rogers, PE
Fl. Reg. No. 10227
rrogers@rogerseng.com

Rodney K. Rogers, PSM
Fl. Reg. No. 5274
rrogers@rogerseng.com

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9214 • Lic. Bus. #4074

A BOUNDARY & TOPOGRAPHIC SURVEY
FOR
NEW STRATEGY HOLDINGS, LLC
Topographic Survey Map

JOB No.
22_35695-033-00

DATE
4/1/2022

SCALE
1" = 100'

SHEET
2 OF 2

Marion County

Planning & Zoning Commission

Agenda Item

File No.: 2023-10718 **Agenda Date:** 4/24/2023 **Agenda No.:** 2.2.

SUBJECT:
230504SU - Donna F. Kelley, Special Use Permit to Allow a Private Baseball Facility, in a General Agriculture (A-1) Zone, 15.46 Acres. Location: 7020 NE 17th Terrace

DESCRIPTION/BACKGROUND:
Tillman & Associates Engineering, LLC, on behalf of the owners, has filed an application for a Special Use Permit (SUP) to allow for a private baseball facility in General Agriculture (A-1). The Parcel Identification Numbers associated with the property are 14848-006-00 and 14848-008-00, and the street address is 7020 NE 17th Terrace. The subject property is located within the Urban Growth Boundary and is situated within the Primary Springs Protection Overlay Zone. The Special Use Permit is required because private parks and recreational uses are not a permitted use within A-1. Public parks and recreational activites are however permitted within A-1.

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

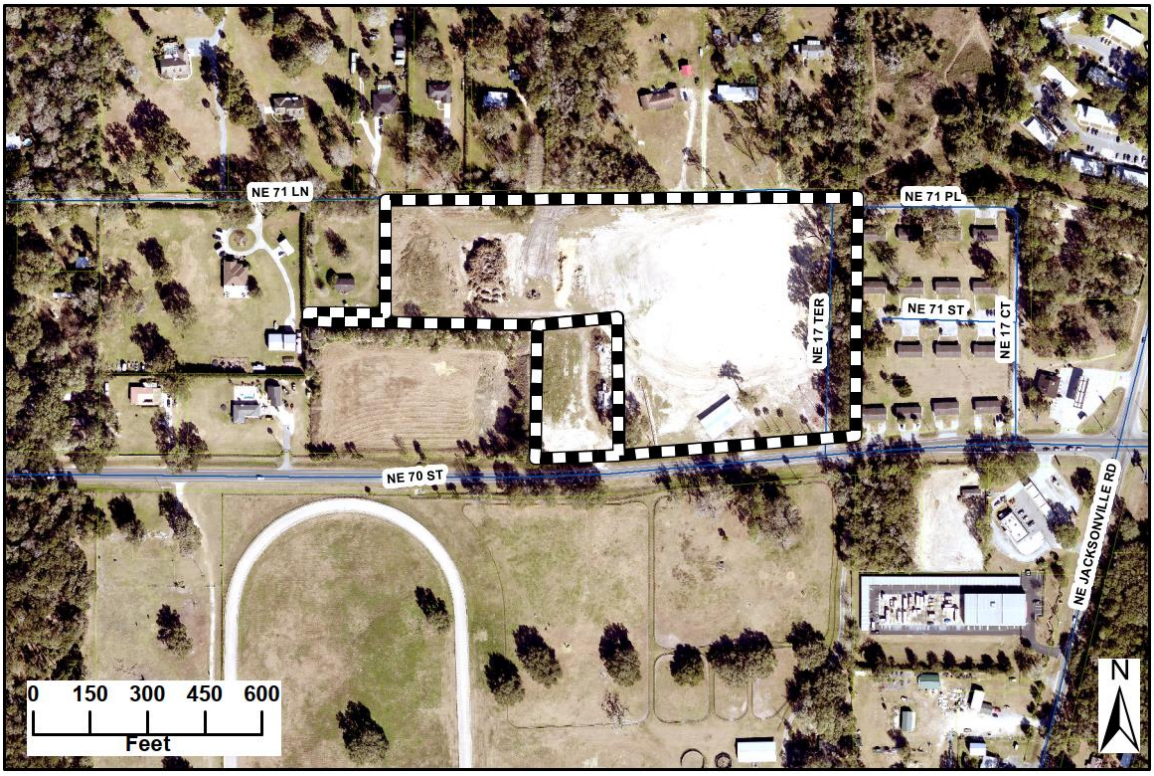
PLANNING & ZONING SECTION
STAFF REPORT

	P&ZC Date: 04/24/2023	**BCC Date: TBD**
Case Number:	230504SU	
CDP-AR:	29803	
Type of Case:	**Special Use Permit: To develop a private baseball facility.**	
Owner	Donna F. Kelley	
Applicant	Tillman & Associates Engineering	
Street Address	7020 NE 17th Ter (on HWY 326 just west of NE Jacksonville Rd).	
Parcel Number	14848-006-00 and 14848-008-00	
Property Size	±15.46 acres	
Future Land Use	Low Residential (LR)	
Zoning Classification	General Agriculture (A-1)	
Overlay Zone/Scenic Area	Primary Springs Protection Zone	
Staff Recommendation	**Denial**	
P&ZC Recommendation	Scheduled for April 24, 2023	
Project Planner	Kenneth Weyrauch	
Related Case(s)	Zoning Code Case 906614- Removed trees from property and potential commercial events without a SUP (12/19/2022). Building Safety Code Case 881488- Converting barn into batting cage, stadium lights, dugout building structures without applicable building permits (3/22/2022).	

I. ITEM SUMMARY

Tillman & Associates Engineering, LLC, on behalf of the owners, has filed an application for a Special Use Permit (SUP) to allow for a private baseball facility in General Agriculture (A-1) (see Attachment A). Figure 1 is an aerial photograph showing the location of the subject property. The Parcel Identification Numbers associated with the property are 14848-006-00 and 14848-008-00, the street address is 7020 NE 17th Terrace, and the legal description is displayed on the deed included as part of the application. The subject property is located within the Urban Growth Boundary and is situated within the Primary Springs Protection Overlay Zone. The Special Use Permit is required because private parks and recreational uses are not a permitted use within A-1. Public parks and recreational activites are however permitted within A-1.

Figure 1
Aerial Photograph of Subject Property



II. STAFF SUMMARY RECOMMENDATION

Staff recommends **Denial** specified in Section VI.B. of this Staff Report. The recommended conditions are being imposed to address compliance with the requirements in Land Development Code (LDC) Sections 2.8.2.D and 2.8.3.B.

III. NOTICE OF PUBLIC HEARING

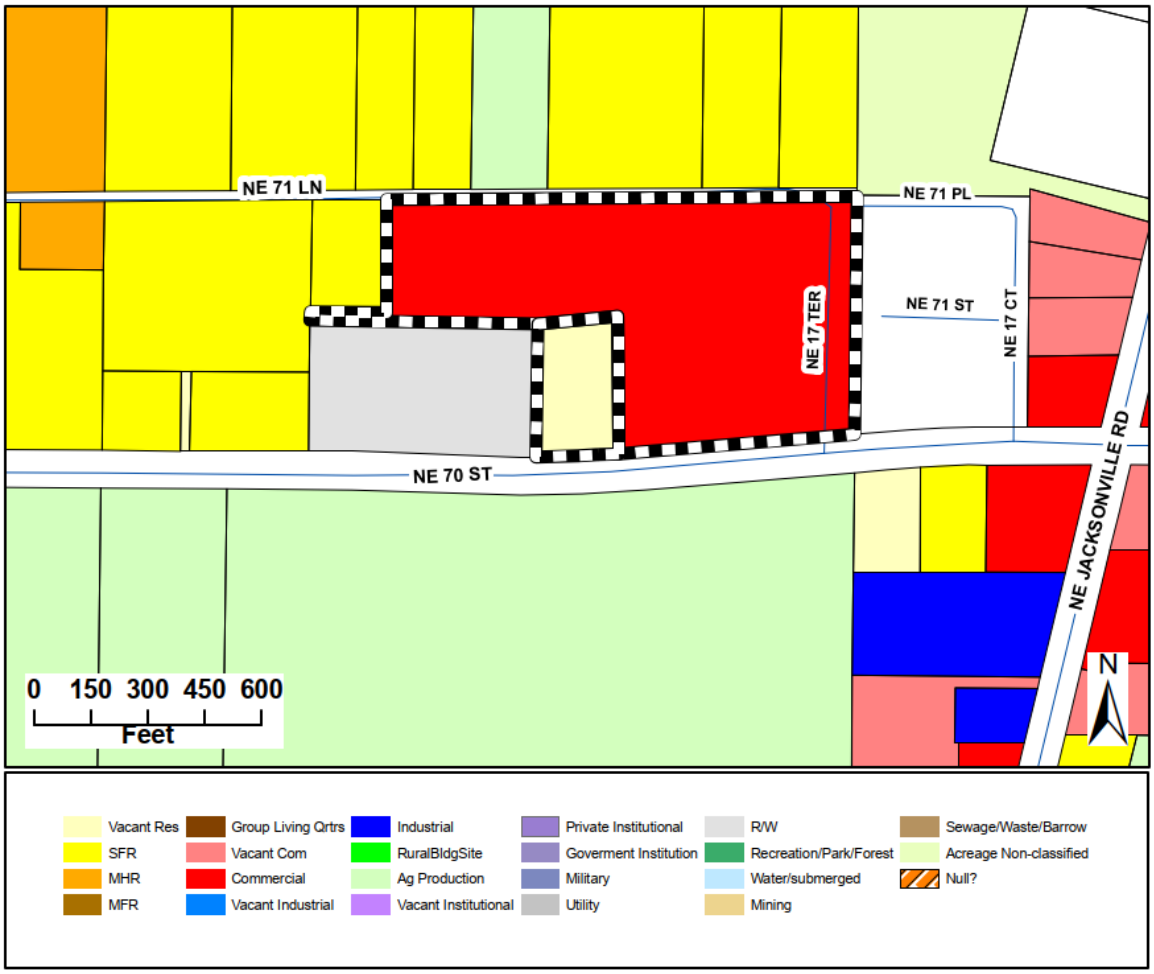
The Growth Services Director has interpreted the requirements of LDC Sections 2.7.3.C and 2.7.3.B to apply to SUP applications. LDC Section 2.7.3.C requires notice of public

hearing be mailed to all property owners within 300 feet of the subject property and notice was mailed to 15 owners on April 07, 2023. As of the date of the initial distribution of this staff report, no letters of opposition or support have been received. Consistent with LDC Section 2.7.3.B., public notice was posted on the subject property on April 13, 2023, and consistent with LDC Section 2.8.3.E. due public notice was published in the Ocala Star-Banner on April 10, 2023. Evidence of the above-described public notices are on file with the Growth Services Department and is incorporated herein by reference.

IV. BACKGROUND/CHARACTER OF THE AREA

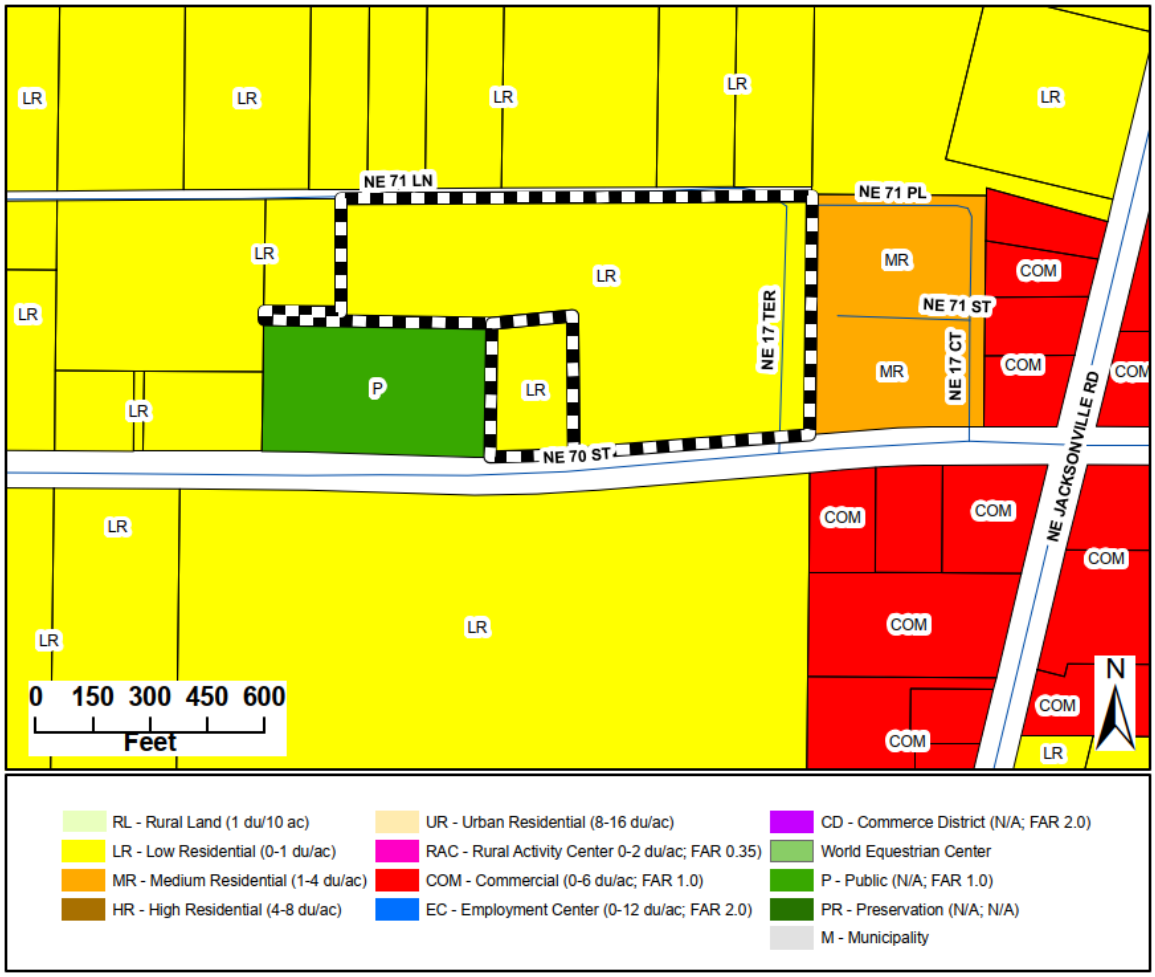
A. *Existing site conditions*. The submitted site plan shows the property has three (3) baseball fields with stadium lighting, dugouts, nets, and batting cages. None of the structures on the site have permits. The site does have both a Zoning Code Enforcement case and a Building Safety Code Enforcement case related to the activities on the property. The Zoning code case was opened on December 19, 2022, while the Building Safety case was opened on March 22, 2022. The submission of the Special Use Permit application puts the Zoning Code Enforcement case on hold pending the outcome of the SUP. However, this submission has no bearing on the Building Safety Code case. According to the Marion County Property Appraiser, the subject property's primary use is considered commercial which is inconsistent with the Future Land Use Map (FLUMS) and the current A-1 Zoning Classification.

Figure 2
Existing Conditions Map



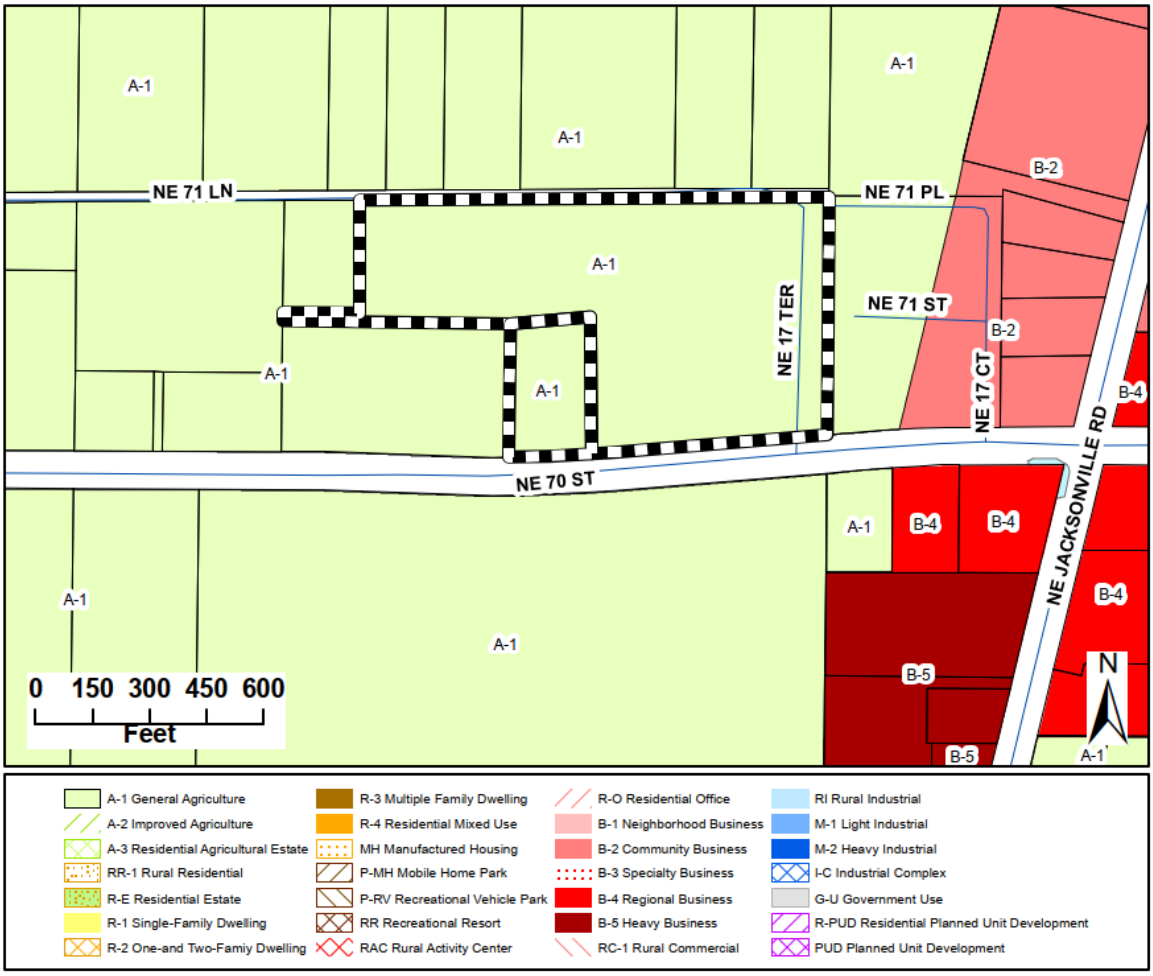
B. *FLUMS designation*. Figure 3 is the FLUMS and it shows the subject property and abutting properties, to the north and south, are designated Low Residential (LR), which allows a maximum intensity of 0-1 dwelling units per acre. This is the subject properties initial FLUMS. To the east there is a large parcel with Medium Residential FLUMS and a commercial node beyond that to the east. To the west, is a drainage retention area that has a FLUMS of Public.

Figure 3
FLUMS Designations



C. *Zoning district map*. Figure 4 shows the subject property, and the surrounding properties are classified as General Agriculture (A-1). The A-1 Zoning Classification is the original zoning for the subject property.

Figure 4
Zoning Classification



V. ANALYSIS

LDC Section 2.8.2.D provides that in making a recommendation to the Board, the Planning and Zoning Commission shall make a written finding the SUP addresses nine (9) specific requirements. LDC Section 2.8.3.B requires consistency with the Comprehensive Plan. Staff's analysis of compliance with these ten (10) requirements are addressed below.

A. *Provision for **ingress and egress** to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe*.

Analysis: The conceptual plan shows access to the subject property is provided by a gravel drive way on NE 70th Street, an arterial road maintained by the State of Florida (see Attachment A). The property is addressed off of NE 17th Terrace, a County maintained local subdivision road that provides access to the subject property and properties to the north of the subject property. The Office of the County Engineer's traffic department (OCE-Traffic) states that the use will likely

generate less than 50 peak hour trips. Any connection to NE 70th Street will require permitting with the Florida Depeartment of Transportation (FDOT).

- A site plan shall be submitted to and approved by the Development Review Committee before baseball activities may commence on the property. Any improvements required to the
- A driveway permit from FDOT is required and driveway improvements shall be made before baseball activities may commence on the property.

B. *Provision for **off-street parking and loading areas**, where required, with particular attention to the items in (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties and properties generally in the surrounding area*.

Analysis: The conceptual plan shows a proposed grass parking area but does not provide a breakdown of the number of parking spaces to be provided or how the spaces will be deliniated. The plan also does not show where any paved ADA parking is proposed.

C. *Provisions for **refuse and service area**, with particular reference to the items in (1) and (2) above*.

Analysis: The Findings of Facts states that the applicant shall ensure that the garbage is collected and transported to a designated reccling facility in a timely manner (see Attachment A).

D. *Provision for **utilities**, with reference to locations, availability, and compatibility*.

Analysis: The Findings of Facts states that there is an existing septic tank and well on site and that portable toilets may be utlilized on a temporary basis during special events (see Attachment A).

- Permanent restroom facilities shall be constructed on the site, included on the site plan and with all required permits.

E. *Provision for **screening and buffering** of dissimilar uses and of adjacent properties where necessary*.

Analysis: The Findings of Facts, in Attachment A, states that the existing vegetation along the eastern boundary is to remain and that the grazing area on the western portion of the property will be the buffer to the west. The applicant also states a 25' easement to the north separates the subject property from the parcels to the north. Staff finds that this separation area is not an easement but a 25' wide County maintained right of way where NE 71st Lane is, a local subdivision road. Staff has made several visits to the site since this application was submitted and several visits were made before the application was submitted. No livestock is on the property, so the term grazing land does not make sense. If this Special Use Permit is approved, to mitigate any negative impacts of buffering, staff recommends the following condition.

- Modified Type C Buffers shall be installed and maintained along the north, south, and western boundaries of the subject property. 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 and a minimum height of five feet within three years.
- The trees on the eastern boundary of the property shall remain and be maintained. A hedge shall be installed and maintained just inside the fence on the eastern boundary. The hedge shall reach a minimum height of five feet within three years.

F. *Provision for **signs**, if any, **and exterior lighting** with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area*.

Analysis: The Conceptual Plan shows at least six light poles with stadium lighting on them (see Attachment A). The Findings of Facts in Attachment A, states that temporary signage will be used duing special events. Staff finds that all of the improvements on the Conceptual Plan, including the stadium lights, currently exists without permits. If the SUP is approved then the lights will be required to have permits and be consistent with the Marion County Land Development Code. The lights will not be allowed to cast glare on adjacent properties or Right of Way. If this Special Use Permit is approved, to mitigate any negative impacts of signs and exterior lighting, staff recommends the following conditions.

- Any signs will be temporary and in connection to a Special Event Permit.
- Exterior lighting shall adhere to Section 6.19 of the Marion County Land Development Code. All stadium lights shall be off by 10 p.m. daily.

G. *Provision for **required yards and other green space***.

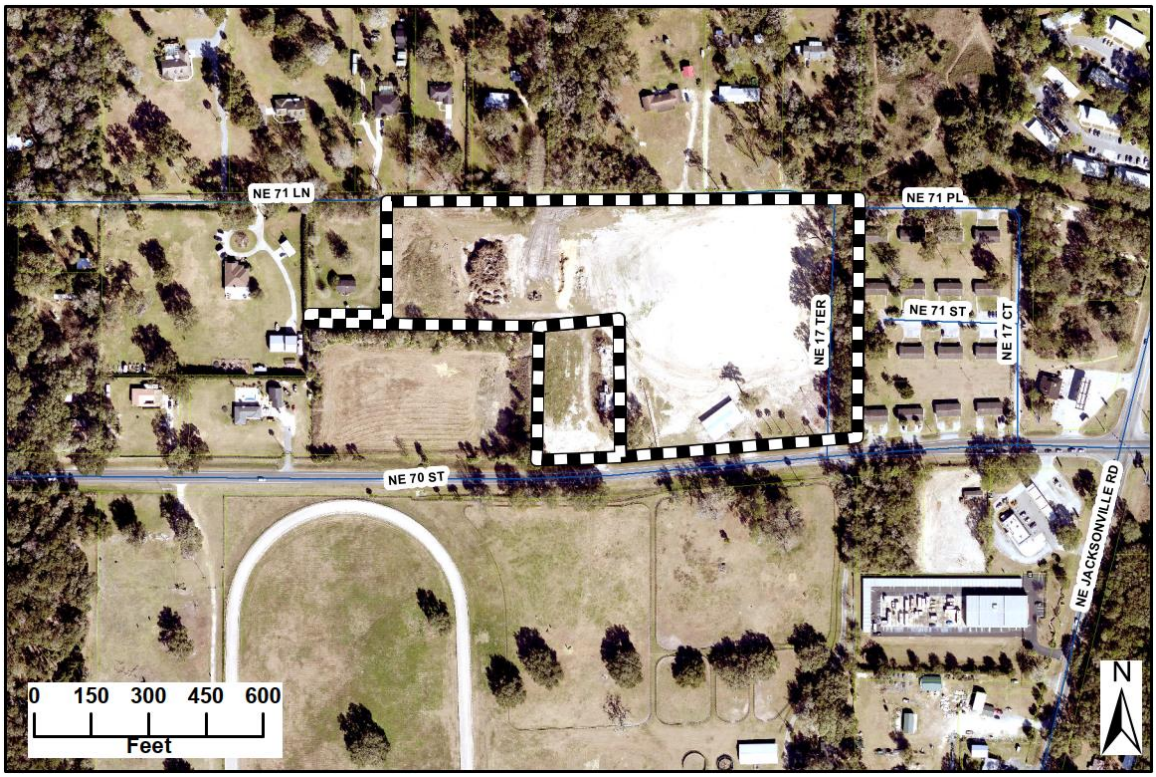
Analysis: The proposed use is a private park with baseball fields. If the SUP is approved, limiting the uses to the uses on the Conceptual Plan with the addition of permenant onsite restroom will allow for ample green space. To ensure the site is limited if the SUP is approved, staff recommends the following condition.

- The site shall be developed and operate consistent with the Conceptual Plan and the required buffers and onsite restrooms. Any other expansions of the site will require a new SUP.

H. *Provision for general **compatibility** with adjacent properties and other property in the surrounding area*.

Figure 5

Adjacent Uses



Analysis: Compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Figure 1 is an aerial photograph displaying existing and surrounding properties. Figure 5 is an aerial photograph showing the subject property and adjacent properties and existing subdivisions within the area. The proposed SUP is requesting a private park for three (3) baseball fields with stadium lighting, dugouts, and batting cages. The subject property is surrounded by residential uses with multifamily uses to the east. Sportsplexes and parks are not uncommon uses adjacent to residential as a community use. Here the park is not open to the public or considered part of any existing community. If the SUP is approved and the structures all were permitted and the buffers were installed, the park could be viewed as compatible with the surrounding area.

I. *Provision for meeting any **special requirements** required by the site analysis for the particular use involved*.

Analysis: Staff notes that unlike a variance, which runs with the land and is recorded in the public records, a special use permit is not recorded. As a result, a subsequent owner will not have notice of the requirements. Staff is concerned that the parking, lighting, and noise produced from the proposed may be a nuisance to the surrounding properties. Staff is also concerned about the applicant's willingness to comply with conditions imposed if the SUP is approved. There have been multiple code cases ongoing for over a year. The applicant had been informed early in the process that a SUP would be required for the proposed use and the applicant did not submit an application for a SUP until February 24, 2023.

In order to address the special requirements of the requested Special Use Permit for a private park with baseball fields and associated uses on A-1 zoned property then Staff recommends the following conditions be imposed:

- A change of use permit will be required before the proposed use starts.
- The proposed use is subject to all Marion County Noise Ordinances, including plainly audible.
- Hours of operation shall be between 8 a.m. to 10 p.m.
- The Special Use Permit shall run with the existing applicant. This special use permit shall automatically become null and void should the subject property be transferred to another person.
- The Special Use Permit shall expire on May 16, 2025.

J. *Consistency with the Comprehensive Plan*.

1. Policy 2.1.5: **Permitted & Special Uses** – The county shall identify permitted and special uses for each land use designation and zoning classification, as further defined in the Comprehensive Plan, Zoning, and LDC.

   Analysis: LDC Section 4.2.3 requires a Special Use Permit for a private park in A-1 zoning. A public park is a permitted use in A-1. Thus, the application is **consistent** with FLUE Policy 2.1.5.

Based on the above findings, Staff concludes the SUP is consistent with LDC Sections 2.8.2.D and 2.8.3.B provided conditions to address the ten (10) requirements are imposed.

VI. ALTERNATIVE RECOMMENDATIONS

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **DENY** the special use permit application.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE AS CONDITIONED** the special use permit application.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein so as to support the approval of the Ordinance with amended conditions, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE WITH AMENDED CONDITIONS** the special use permit application.

D. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, and make a recommendation to the Board

of County Commissioners to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VII. STAFF RECOMMENDATION

A. Staff recommends the Planning and Zoning Commission enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **Deny** the special use permit application.

B. To address compliance with LDC Sections 2.8.2.D and 2.8.3.B, the following conditions are imposed:

- A site plan shall be submitted to and approved by the Development Review Committee before baseball activities may commence on the property. Any improvements required to the
- A driveway permit from FDOT is required and driveway improvements shall be made before baseball activities may commence on the property.
- Permanent restroom facilities shall be constructed on the site, included on the site plan and with all required permits.
- Modified Type C Buffers shall be installed and maintained along the north, south, and western boundaries of the subject property. 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 and a minimum height of five feet within three years.
- The trees on the eastern boundary of the property shall remain and be maintained. A hedge shall be installed and maintained just inside the fence on the eastern boundary. The hedge shall reach a minimum height of five feet within three years.
- Any signs will be temporary and in connection to a Special Event Permit.
- Exterior lighting shall adhere to Section 6.19 of the Marion County Land Development Code. All stadium lights shall be off by 10 p.m. daily.
- The site shall be developed and operate consistent with the Conceptual Plan and the required buffers and onsite restrooms. Any other expansions of the site will require a new SUP.
- A change of use permit will be required before the proposed use starts.
- The proposed use is subject to all Marion County Noise Ordinances, including plainly audible.
- Hours of operation shall be between 8 a.m. to 10 p.m.
- The Special Use Permit shall run with the existing applicant. This special use permit shall automatically become null and void should the subject property be transferred to another person.
- The Special Use Permit shall expire on May 16, 2025.

VIII. PLANNING AND ZONING COMMISSION RECOMMENDATION

To be determined.

IX. BOARD OF COUNTY COMMISSIONERS ACTION

To be determined.

X. LIST OF ATTACHMENTS

A. SUP application was filed on February 24, 2023.
B. Site Photos.
C. DRC Comments.

Marion County
Board of County Commissioners

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

APPLICATION COMPLETE
DATE COMPLETED 2/27/23
INTIALS

TENTATIVE MEETING DATES
P&Z PH 4/24/23
BCC/P&Z PH 5/16/23

RECEIVED
FEB 24 2023
3:50 p.m.
Marion County
Growth Service

SPECIAL USE PERMIT APPLICATION - REGULAR - $1,000.00

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Development of private baseball facility with ability to perform 4 special events per year.

Legal Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** A-1

Parcel account number(s): 14848-006-00 & 14848-008-00

Property dimensions: _____ **Total acreage:** 15.46

Directions: Take CR 200A north to CR 326, turn L. Turn R on NE 17th Terrace. Subject property on L at 7020 NE 17th Terrace.

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. **Please print all information, except for the Owner and Applicant/Agent *signature*.**

Donna F. Kelley	Tillman & Associates Engineering
Property Owner name (please print)	**Applicant or agent name (please print)**
P.O. Box 4013	1720 SE 16th Avenue, Bldg 100
Mailing Address	**Mailing Address**
Ocala, FL 34478	Ocala, FL 34471
City, State, Zip code	**City, State, Zip code**
352-266-0037	352-347-4540
Phone number (include area code)	**Phone number (include area code)**
dfkelley7@yahoo.com	permits@tillmaneng.com
E-mail address	**E-mail address**
Donna F. Kelley	
Signature	***Signature***

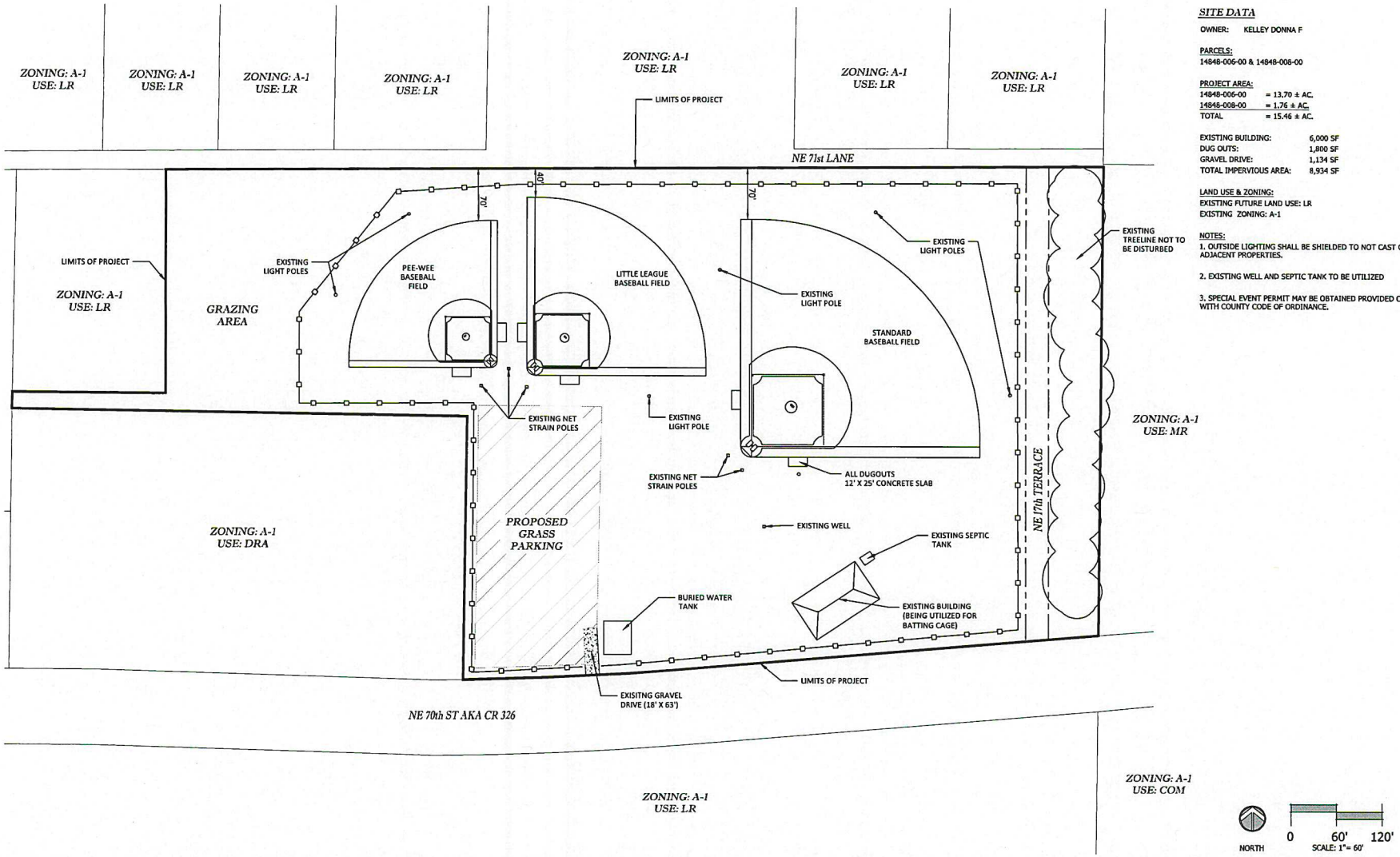
PLEASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If no representative is present, the request may be postponed or **denied**. Hearing notices will be mailed to the address(es) listed above. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & Zoning at (352) 438-2675 for more information.

AR 29803

STAFF/OFFICE USE ONLY				
Project No.: 2023020099	*Code Case No.:*		*Application No.:*	
Rcvd by:	*Rcvd Date:* 2/24/23	*FLUM:* LR	*Zoning Map No.:* 193	*Rev:* 07/1/2019

CONCEPT PLAN

MARION COUNTY, FLORIDA



SITE DATA

OWNER: KELLEY DONNA F

PARCELS:
14848-006-00 & 14848-008-00

PROJECT AREA:

14848-006-00	= 13.70 ± AC.
14848-008-00	= 1.76 ± AC.
TOTAL	= 15.46 ± AC.

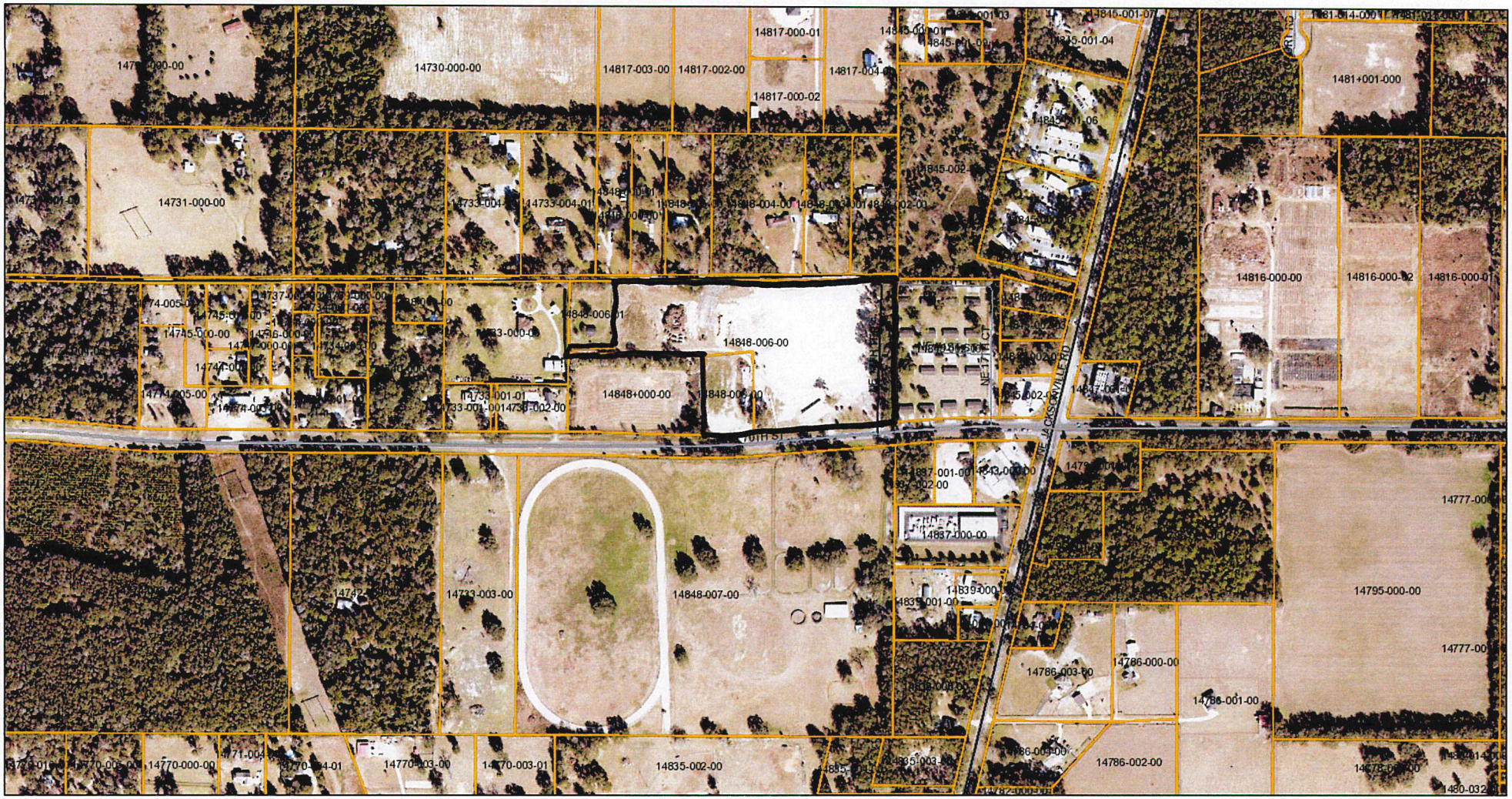
EXISTING BUILDING:	6,000 SF
DUG OUTS:	1,800 SF
GRAVEL DRIVE:	1,134 SF
TOTAL IMPERVIOUS AREA:	8,934 SF

LAND USE & ZONING:
EXISTING FUTURE LAND USE: LR
EXISTING ZONING: A-1

NOTES:
1. OUTSIDE LIGHTING SHALL BE SHIELDED TO NOT CAST GLARE ONTO ADJACENT PROPERTIES.
2. EXISTING WELL AND SEPTIC TANK TO BE UTILIZED
3. SPECIAL EVENT PERMIT MAY BE OBTAINED PROVIDED COMPLIANCE WITH COUNTY CODE OF ORDINANCE.

E:\Marion County\Donna Kelley S:\PLANNING\Concept Plan.dwg, 2/8/2023 3:18:18 PM, DWG To PDF.pc3

MCBCC Interactive Map - Internal



2/27/2023, 9:51:13 AM

1:5,733

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

- Structure - Addressed
- Structure - Confidential Address
- Gate - Confidential Address
- Lift Station - Confidential Address
- Miscellaneous - Confidential Address
- Cemetery - Confidential Address
- Tower - Confidential Address
- Telephone Equipment - Confidential Address
- Vacant - Confidential Address
- Eletric Meter
- Elevator
- Fire Station
- Fire Tower
- Government Building
- Gas Site
- Gate
- Hospital
- House Boat
- Law
- Lift Station
- Miscellaneous
- No Address
- Park
- Parking Garage
- Payphone
- Prison
- In-Office Use Only
- In-Office Use Only
- Railroad Equipment
- School
- Sewage Treatment Plant
- Substation
- Tower
- Telephone Equipment
- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities

Marion County IT/GIS, E911, and Office of the County Engineer, FDOT, Marion County IT GIS Team, Marion County Property Appraiser, Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates,

MCBCC IT/GIS

FOR INTERNAL COUNTY USE ONLY: MAY CONTAIN CONFIDENTIAL INFORMATION. IMPROPER DISCLOSURE MAY RESULT IN CRIMINAL PENALTIES (F.S.119.10).

Written Findings and Facts

(1) Provisions for ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe. Access to site shall be from existing driveway located directly on NE 70th Street/ CR 326 (west side), and shall utilize NE 17th Terrace for accessibility. Traffic flow concerning special events shall be handled through the special event procedure. This may include contracting law enforcement to direct traffic. Please note the special events shall only occur a maximum of 4 times per year.

(2) Provision for off-street parking and loading areas, where required, with particular attention to the items in 1.a. above and the economic, noise, glare, or odor effects of the Special Use Permit on adjoining properties and properties generally in the surrounding area. Parking to occur on proposed grass parking area. This location is adjacent to an existing DRA, therefore the parking location will not have any negative impacts to adjacent properties.

(3) Provision for refuse and service areas, with particular reference to the items in 1.a. and 1.b. above. Garbage collected shall be removed and transported to a designated recycling facility in a timely manner. General maintenance or upkeep of the grounds shall occur with no impacts to adjacent properties.

(4) Provision for utilities, with reference to locations, availability and compatibility. Existing septic and well to be utilized in compliance with DOH regulations. Portable toilets may be utilized on a temporary basis during special events. City of Ocala Utilities is the electric provider.

(5) Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary. Existing vegetation to remain along east boundary of site. Grazing area to remain as buffer from the property to the west. 25' easement to remain as separation from parcels to the north.

(6) Provision for signs, if any and exterior lighting with consideration given to glare, traffic safety, economic effects and compatibility and harmony with properties in the surrounding area. Lighting to be shielded in a manner that does not cast glare onto adjacent properties. Temporary signs only to be used during Special Events.

(7) Provision for required yards and other green space. Fields to be minimum of 25' from all property lines. Any associated structure, i.e. batting cages, stands for seating, or storage shall be in excess of 25' from all property lines.

(8) Provision for general compatibility with adjacent properties and other property in the surrounding area. There is an existing baseball complex to the south (Oak Griner), and to the north (Anthony Little League). The Anthony complex is not being maintained or utilized. Hours of operation may be imposed as warranted. Even though site is zoned agricultural, zoning classification allows for a public recreational use.

(9) Provision for meeting any special requirements required by the site analysis for the particular use involved. Applicant is willing to consider conditions to be imposed as deemed necessary in order to obtain approval.

Suggested Conditions self-imposed:

1. Site shall be used as a practice facility as depicted on the submitted concept plan, including location of parking in the SW area of site.
2. Hours of operation shall be as follows:
   Days regular school is in session: Monday thru Friday 2:30pm – 8:30pm, Saturday 10:00am-8:30pm
   Summer and holidays: Monday – Saturday 10:00am – 8:30pm
3. Lighting shall be shielded as to not cause glare onto adjacent properties or CR 326.
4. Type C buffer to be installed along CR 326
5. All structures that are built or converted for the use of the practice facility shall obtain permits and comply with building codes and setbacks.
6. Special Events shall be limited to 4 times per calendar year,(once a quarter) and be approved through the Special Event Permit Process with Marion County. Special event may consist of tournament or fund raiser activities.
7. This Special Use Permit shall expire every 5 years, but may be renewed for an additional 5 years administratively with the Growth Services Director or designee.
8. Driveway access shall be inspected to meet current code, and obtain proper permits if necessary.

Prepared by
Belinda Stephenson, an employee of
First American Title Insurance Company
1808 East Silver Springs Blvd
Ocala, Florida 34470
(352)690-1787

Return to: Grantee

File No.: 142032625840
Consideration: $160,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this Twenty-eighth day of February, 2020, between

Susan D. Harris, a single woman

having a mailing address of: 1222 Leisure Ave, Tampa, FL 33613,
("Grantor"). and

Donna F. Kelley

having a mailing address of: PO Box 4013, Ocala, FL 34478
("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", its successors and assigns forever, following described land, situate, lying and being in the County of **Marion**, State of **Florida**, to-wit:

Commence at the Southwest corner of the Northwest 1/4 of Section 21, Township 14 South, Range 22 East, Marion County, Florida, said point being on the North right-of-way line of State Road No. 326 (100 foot Wide R/W); Thence S.89 degrees 57'59" W. along said North right-of-way line 115.46 feet to the Southwest corner of a Florida Department of Transportation water retention area; Thence N.00 degrees 16'29"W. along the West boundary of said water retention area 349.97 feet to the Northwest corner thereof; Thence continue N.00 degrees 16'29"W. along the Northerly Projection of aforesaid West boundary 311.39 feet to the North boundary of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 14 South, Range 22 East, Marion County, Florida, said boundary also being the South boundary of a reserved roadway, 25.00 feet in width; Thence N.89 degrees 52'15"E. along said South boundary of reserved roadway and along said North boundary of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20 a distance of 116.63 feet to the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20 and the Northwest corner of the South 1/2 of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 21; Thence continue along aforesaid South boundary of reserved roadway N.88 degrees 27'33"E. 1318.38 feet to the East boundary of the West 1/2 of aforesaid Northwest 1/4; Thence S.00 degrees 01'46"E. along said East boundary 624.26 feet to aforesaid North right-of-way line of State Road No. 326; Thence S.84 degrees 43'31"W. along said North right-of-way line 639.29 feet to the point of curvature of a curve concave Northerly, having a radius of 2814.79 feet and a central angle of 3 degrees 58'44"; Thence Southwesterly along said

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
CFN# 2020023193 BK 7144 Pgs 1069-1071 03/02/2020 11:40:14 AM
REC FEE 27.00 INDEX DEED DOC 1,120.00

right-of-way curve an arc distance of 195.47 feet, through a chord bearing and distance of S.86 degrees 42'53"W., 195.43 feet to the Southeast corner of aforesaid water retention area; Thence N.00 degrees 16'29"W. along the East boundary of said retention area 350.00 feet to the Northeast corner thereof; Thence S.89 degrees 43'31"W. along the North boundary of said water retention area 600.00 feet to the Point of Beginning.
Except:
Commence at the Southwest corner of the Northwest 1/4 of Section 21, Township 14 South, Range 22 East, Marion County, Florida, said point being on the North right of way line of State Road No. 326 (100 foot wide R/W); thence N.89 degrees 43'31"E, along said North right of way line 434.38 feet to the point of curvature of a curve concave to the North, having a radius of 2814.79 feet, and a central angle of 1 degrees 06'16"; thence Northeasterly along said right of way curve an arc distance of 50.16 feet, through a chord bearing and distance of N.89 degrees 12'53"E., 50.16 feet to the point of beginning; said point being on aforesaid right of way curve; thence continue Northeasterly along said right of way curve, being concave to the North and having a radius of 2814.79 feet, through a central angle of 3 degrees 58'44" for an arc distance of 195.47 feet, along a chord bearing and distance of N.86 degrees 42'53"E., 195.43 feet to the point of tangency of said curve; thence continue along aforesaid north right of way line N.84 degrees 43'31"E a distance of 20.89 feet; thence N.00 degrees 01'46"W. 356.19 feet; thence S.84 degrees 55'37"W. 218.25 feet to the Northeast corner of a Florida department of transportation water retention area; thence S.00 degrees 16'29"E. along the East boundary of said water retention area, 350.00 feet to the point of beginning.

LESS AND EXCEPT that certain property in Agreement for Deed recorded in Official Records Book 2399, Page 97, of the Public records of Marion County, Florida.
Commence at the SE corner of the NE ¼ of Section 20, Township 14 South, Range 22 East, Marion County, Florida, said point being on the North right of way line of State Road No. 326 (100 foot wide R/W); thence S.89 degrees 57'95" W. along said North right-of-way line 115.46 feet to the Southwest corner of a Florida Department of Transportation water retention area; Thence N.00 degrees 16'29"W. along the West boundary of said water retention area 349.97 feet; thence continue N.00 degrees 16'29"W. along the Northerly projection thereof the water retention area 20.00 feet to the point of beginning; thence continue N.00 degrees 16'29" W. 291.39 feet to the N. boundary of the SE ¼ of the SE ¼ of aforesaid NE ¼ of Section 20, said boundary also being the South boundary of a Reserved Roadway 25.00 feet in width; thence N.89 degrees 52'15" E. along said S. boundary of reserved roadway and along said N. boundary of the SE ¼ of the SE ¼ of the NE ¼ of Section 20 a distance of 116.63 feet to the NE corner of said SE ¼ of the SE ¼ of the NE ¼ of Section 20 and the NW corner of the S 1/2 of the SW ¼ of the NW ¼ of Section 21, Township 14 South, Range 22 East, Marion County, Florida, thence continue along aforesaid S. boundary of reserved roadway N.88 degrees 27'33" E. 83.37 feet; thence S. E. along the East boundary approx 292 feet to the SE corner of this newly divided parcel; thence S. W. along the South boundary a distance of 200 feet to the point of beginning.

Tax Parcel Identification Number: **14848-006-00**

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

DAVID R ELLSPERMANN MARION COUNTY FL
CFN# 2020023193 OR BK 7144 PG 1070 Pgs 1069-1071 03/02/2020 11:40:14 AM

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 Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2019.** That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

Susan D. Harris

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: B Stephenson

Witness Signature

Print Name: Jacqueline Becker

State of **FL**

County of **Marion**

The Foregoing Instrument Was Acknowledged before me by means of ☒ physical presence or ☐ online notarization, on **February 28, 2020**, by **Susan D. Harris, a single woman** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

(Printed Name)

My Commission expires: _____

BELINDA D STEPHENSON
Notary Public - State of Florida
Commission # GG 953330
My Comm. Expires Feb 26, 2024
Bonded through National Notary Assn.

(Notarial Seal)

DAVID R ELLSPERMANN MARION COUNTY FL
CFN# 2020023193 OR BK 7144 PG 1071 Pgs 1069-1071 03/02/2020 11:40:14 AM

PROPERTY APPRAISER DATA PARCEL DETAIL

Roll Year: 2023

Parcel ID ; 14848-006-00 **Alternat Key** 2712490 **Roll** 1 **Status** 0

Parent Parcel 14848-000-00 **Special Use CD**

Owner's Name & Address

KELLEY DONNA F
1499 NE 70TH ST OCALA
PO BOX 4013
193
OCALA FL
4799.65
344784013

Location

TaxRoll Page 3438 **Map Nbr**

TaxRoll Line 21 **Total Taxes**

Acres 13.7 **Nbr of Buildings** 0

Millage Grp	NBHD	Commercial	Appraised on	Add to Roll	Last Action	Residency Yr	Exempt	CD/YR
9001	0324	0	5/5/2022	12/2/1992	1/26/2023 3:49:04 PM	0	0	0

Full Legal

SEC 21 TWP 14 RGE 22
COM SW COR OF NW 1/4 TH S 89-57-59 W 115.46 FT TH
N 00-16-29 W 349.97 FT FOR POB TH N 00-16-29 W 311.39 FT TH
N 89-52-15 E 116.63 FT TH N 88-27-33 E 1318.38 FT TH S
00-01-46 E 624.26 FT TH N S 84-43-31 W 639.29 FT TO THE

Notes

HIST VALUE | SALES HIST | EXEMPTIONS | LAND DESCRIPT

BUILDING INFO | MISC IMPROV | E911 ADDR | BASE YEAR

BACK | QUERY | FULL LEGAL

RAMCO FORM 6

360

Return to: (enclose self-addressed stamped envelope)
Name: Donna F. Kelley
Address: 1321 N.E. 70th St
Ocala, FL 34479

This Instrument Prepared by: S. D. Harris
Address: 1222 Leisure Ave
Tampa, FL 33613

Property Appraisers Parcel Identification (Folio) Number(s):
14848-008-00

~~Grantee(s) S.S. #(s):~~

Gainesville Paper & Printing Co., Inc. 1987

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 01/13/2020 01:47:58 PM
FILE #: 2020004013 OR BK 7114 PGS 580-581
REC FEES: $18.50 INDEX FEES: $0.00
DDS: $280.00 MDS: $0 INT: $0

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, *Executed this* 1st *day of* November *, A.D.* 2019 *, by*
Susan D. Harris, divorced
first party, to Donna F. Kelley, divorced
whose post office address is 1321 N.E. 70th St. Ocala, FL 34479

second party:
(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* ($10.00) Ten & NO/100 dollars, *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Marion *, State of* Florida *, to-wit:*
1499 N.E. 70th St. Ocala, FL 34479 (1.76 Acres MOL)
See attached
"EXHIBIT A"

To Have and to Hold *The same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of:

Witness Signature (as to first Grantor)
Tiffany Womack
Printed Name
Witness Signature (as to first Grantor)
Raul Sarmiento Perez
Printed Name

Grantor Signature L.S.
Susan D. Harris
Printed Name
1222 Leisure Ave Tampa, FL 33613
Post Office Address

Witness Signature (as to second Grantor, if any)
Printed Name
Witness Signature (as to second Grantor, if any)
Printed Name

Grantor Signature L.S.
Printed Name
Post Office Address

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Susan D. Harris to me known to be the person described in and who executed the foregoing Quit-Claim Deed and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, A.D. 2019.

RAUL SARMIENTO PEREZ
Notary Public - State of Florida
Commission # GG 327629
My Comm. Expires Apr 30, 2023
Bonded through National Notary Assn.
SEAL

Notary Signature
Raul Sarmiento Perez
Printed Notary Signature
My Commission Expires: 04/30/2023

EXHIBIT "A"

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 326 (100' WIDE R/W); THENCE N.89 43'31"E. ALONG SAID NORTH RIGHT OF WAY LINE 434.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2814.79 FEET, AND A CENTRAL ANGLE OF 1 06'16"; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY CURVE AN ARC DISTANCE OF 30.16 FEET, THROUGH A CHORD BEARING AND DISTANCE OF N.89 12'53"E., 30.16 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON AFORESAID RIGHT OF WAY CURVE; THENCE CONTINUE NORTHEASTERLY ALONG SAID RIGHT OF WAY CURVE, BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2814.79 FEET, THROUGH A CENTRAL ANGLE OF 3 58'44", FOR AN ARC DISTANCE OF 195.47 FEET, ALONG A CHORD BEARING AND DISTANCE OF N.86 42'53"E., 195.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG AFORESAID NORTH RIGHT OF WAY LINE N.84 43'31"E. A DISTANCE OF 20.89 FEET; THENCE N.00 01'46"W. 356.19 FEET; THENCE S.84 55'37"W. 218.25 FEET TO THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA; THENCE S.00 16'29"E. ALONG THE EAST BOUNDARY OF SAID WATER RETENTION AREA, 350.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.76 ACRES, MORE OR LESS.

PROPERTY APPRAISER DATA PARCEL DETAIL

Roll Year: 2023

Parcel ID ; 14848-008-00 **Alternat Key** 2717513 **Roll** 1 **Status** 0

Parent Parcel 14848-006-00 **Special Use CD**

Owner's Name & Address

KELLEY DONNA F

1321 NE 70TH ST

193

OCALA FL

576.55

344795332

Location

TaxRoll Page 3438 **Map Nbr**

TaxRoll Line 51 **Total Taxes**

Acres 1.76 **Nbr of Buildings** 0

Millage Grp	NBHD	Commercial	Appraised on	Add to Roll	Last Action	Residency Yr	Exempt	CD/YR
9001	0324	0	5/5/2022	2/2/1993	6/30/2022 11:14:46 AM		0	0

Full Legal

SEC 21 TWP 14 RGE 22
COM SW COR NW 1/4 TH N 89-43-31 E 434.38 FT TO PT OF CURVATURE TH N 89-12-53 E 50.16 FT TO POB N 86-42-53 E 195.43 FT TH N 84-43-31 E 20.89 FT TH N 00-01-46 W 356.19 FT TH S 84-53-37 W 218.25 FT TH S 00-16-29 E 350 FT TO POB

Notes

HIST VALUE | SALES HIST | EXEMPTIONS | LAND DESCRIPT

BUILDING INFO | MISC IMPROV | E911 ADDR | BASE YEAR

BACK | QUERY | FULL LEGAL

Site Photos

Sign Posting.

Photo of dugouts, fields, and stadium light poles.

Fields and stadium lights.

Fields and stadium lights.

Building converted to batting cages.

Stadium Light and field.

Portable stadium light with generator.

Development Review Comments Letter

4/10/2023 10:44:08 AM

KELLEY DONNA F
ZO SUP #29803

ID	DESCRIPTION	REMARK	STATUS	DEPT
1	Special Use Permit	N/A	INFO	911
2	Special Use Permit	N/A	INFO	DOH
3	Special Use Permit	INFO. Stormwater is not opposed to the special use permit. The applicant is requesting a SUP for the purpose of a private baseball facility. Parcel # 14848-006-00 & 14848-008-00 are currently zoned A-1 and is 13.7 acres and 1.76 acres in size respectively. There are no FEMA Flood Zones or County Flood Prone Areas on this site. Per the MCPA, Parcel # 14848-006-00 currently has 7,776 SF of impervious coverage while Parcel # 14848-008-00 currently has 0 SF of impervious coverage. This site will be subject to a Major Site Plan or waiver when its existing and proposed impervious coverage of either parcel exceeds 9,000 SF.	INFO	ENGDRN
4	Special Use Permit	The proposed improvements are likely to generate less than 50 weekday PM Peak Hour trips. Provisions will need to be made to provide adequate onsite parking and a condition should be placed on the SUP parking in the adjacent right-of-way. A driveway permit is required from the Florida Department of Transportation. Any special events will require a separate permit and specific provisions for traffic control for those special events may be placed on the special event permit including the need for off-duty law enforcement to control traffic.	INFO	ENGTRF
5	Special Use Permit	No Comments	INFO	ENRAA
6	Special Use Permit	Approved	INFO	FRMSH
7	Special Use Permit	Research indicates several large trees were cleared without a permit. PROPOSED CONDITIONS --Tree mitigation is required for these trees. Provide tree replacement requirements and how it will be addressed. Buffer requirements will also need to be addressed.	INFO	LSCAPE
8	Special Use Permit	APPROVED - Marion County Utilities service area but outside connection distance. Connection required within 365 days' notice of availability. Silver Springs primary springs protection zone.	INFO	UTIL

Marion County

Planning & Zoning Commission

Agenda Item

File No.: 2023-10716 **Agenda Date:** 4/24/2023 **Agenda No.:** 2.3.

SUBJECT:
230502SU - Shaylon and Chelsie Dulle, Special Use Permit to Allow a Bed and Breakfast and a Wedding Event Venue, in a General Agriculture (A-1) Zone, on 15.57 Acres. Location: 10246 SE 110th Street Road

DESCRIPTION/BACKGROUND:
Shaylon M. Dulle and Chelsie Dulle, owner-applicants, have filed an application for a Special Use Permit to allow for Bed and Breakfast Events for Weddings in General Agriculture (A-1) zone. The property's Parcel Identification Number (PID) is 37748-000-05. The subject property is outside the Urban Growth Boundary (UGB) but within the Secondary Springs Protection Overlay Zone and District 3.

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

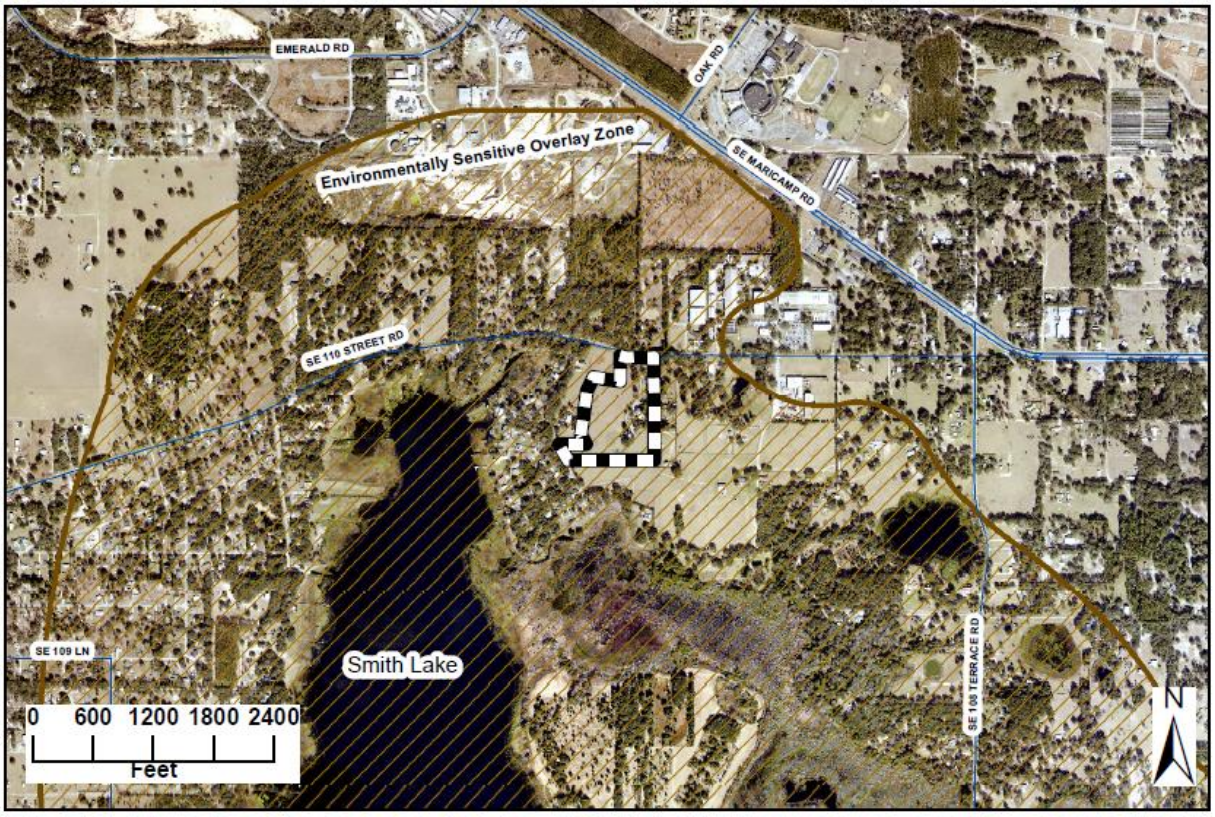
PLANNING & ZONING SECTION
STAFF REPORT

Commissioner District 3 Jeff Gold	**P&ZC Date: 4/24/23**	**BCC Date: TBD**
Case Number:	230502SU	
CDP-AR:	29785	
Type of Case:	**Special Use Permit** to allow for **Bed and Breakfast Events for Weddings**	
Owner/Applicant	Shaylon and Chelsie Dulle	
Street Address	10246 SE 110th Street Road	
Parcel Number	37748-000-05	
Property Size	±15.57-acres	
Future Land Use	Low Residential (LR)	
Zoning Classification	General Agriculture (A-1)	
Overlay Zone/Scenic Area	Secondary Springs Protection Overlay Zone	
Staff Recommendation	**APPROVAL WITH CONDITIONS**	
P&ZC Recommendation	**TBD**	
Project Planner	Ngozi Ajufo, Senior Planner	
Related Case(s)	**N/A**	

I. ITEM SUMMARY

Shaylon M. Dulle and Chelsie Dulle, owner-applicants, have filed an application for a Special Use Permit to allow for Bed and Breakfast Events for Weddings in General Agriculture (A-1) zone (see Attachment A). The property's Parcel Identification Number (PID) is 37748-000-05, and the legal description is displayed on the Property Appraiser's PID Card information included as part of the application (see Pages A-13-16). The subject property is outside the Urban Growth Boundary (UGB) but within the Secondary Springs Protection Overlay Zone and District 3.

FIGURE 1
GENERAL LOCATION MAP



II. STAFF SUMMARY RECOMMENDATION

Staff recommends **APPROVAL** with conditions specified in Section VI.B. of this Staff Report. The recommended conditions are being imposed to address compliance with the requirement in Land Development Code (LDC) Sections 2.8.2.D and 2.8.3.B.

III. NOTICE OF PUBLIC HEARING

Consistent with LDC Section 2.7.3.C., a notice of public hearing was mailed to all property owners (26 owners) within 300 feet of the subject property on April 07, 2023. Consistent with LDC Section 2.7.3.B., public notice was posted on the subject property on April 06, 2023, and consistent with LDC Section 2. 7.3. E. due public notice was published in the Ocala Star-Banner on April 10, 2023. Evidence of the above-described public notice is on file with the Growth Services Department and is incorporated herein by reference. As of the date of the initial distribution of the staff report, no letters of opposition or support have been received.

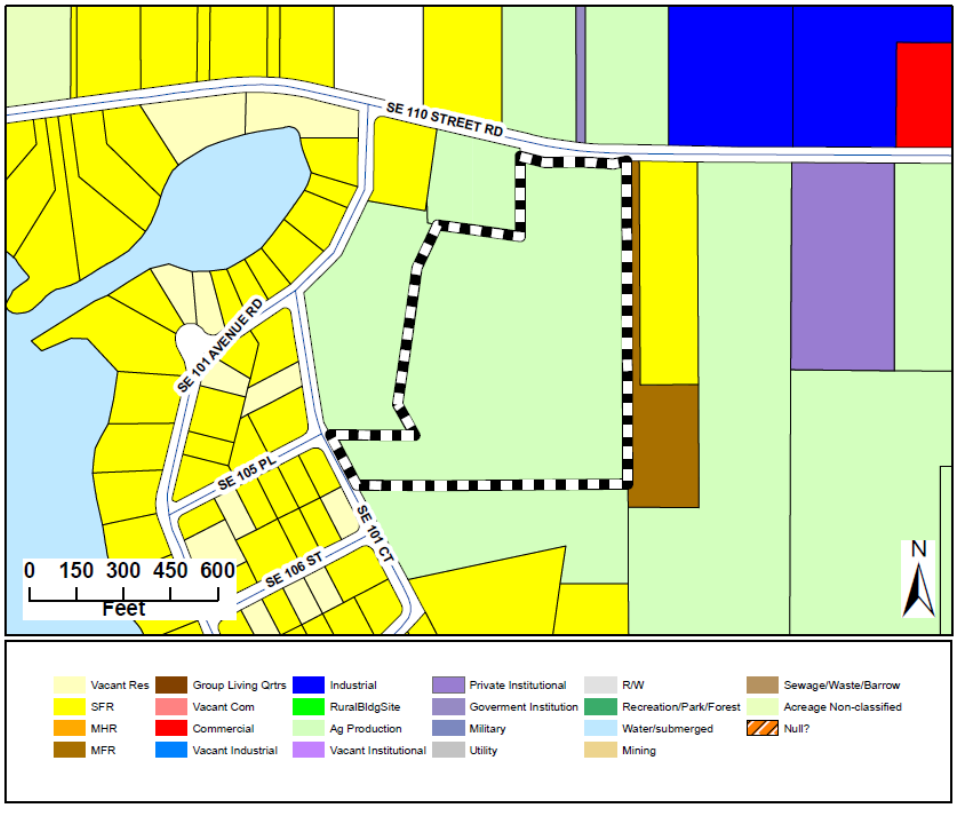
IV. BACKGROUND/CHARACTER OF THE AREA

A. *Existing site conditions*. According to the Marion County Property Appraiser's website, the subject property is ±15.57-acres in size and is located south of SE 110th Street. The property consists of 120 SF masonry fence with aluminum gated entry, 11,920 SF of paved asphalt, 5,372 SF of paved concrete, 902 SF of swimming pool, 1,777 SF Deck, 176 SF Gazebo, 2000 SF of farm building and 3,721 SF of living space. The property record card shows the property is located in Plat Book 3, Page 199 east of Smith Lake acres unit 1 lot 1 of the public record of Marion County (see Attachment A, Page A-14).

Figure 2 is an enlarged aerial photograph showing the subject property's location. Figure 3 shows the subject property's existing use as classified by the Marion County Property Appraiser. To the North of the property are two (2) Single-family residential dwellings (1960; 1,334 square-foot) on a 35.30-acre property and (1960; 1,334 square-foot) on a 35.30-acre property. To the West of the subject property is a single-family residential dwelling (1996; 1,798 square-foot) on a 4.68-acre property. To the South is a grazing land 5.25-acre in size. To the East of the property is a single-family residential dwelling (1978; 2,244 square-foot) on a 3.02-acre property and a multifamily (1998; 2,740 square-foot, & 2015; 1,436 square-foot) on a 2.66-acre property.

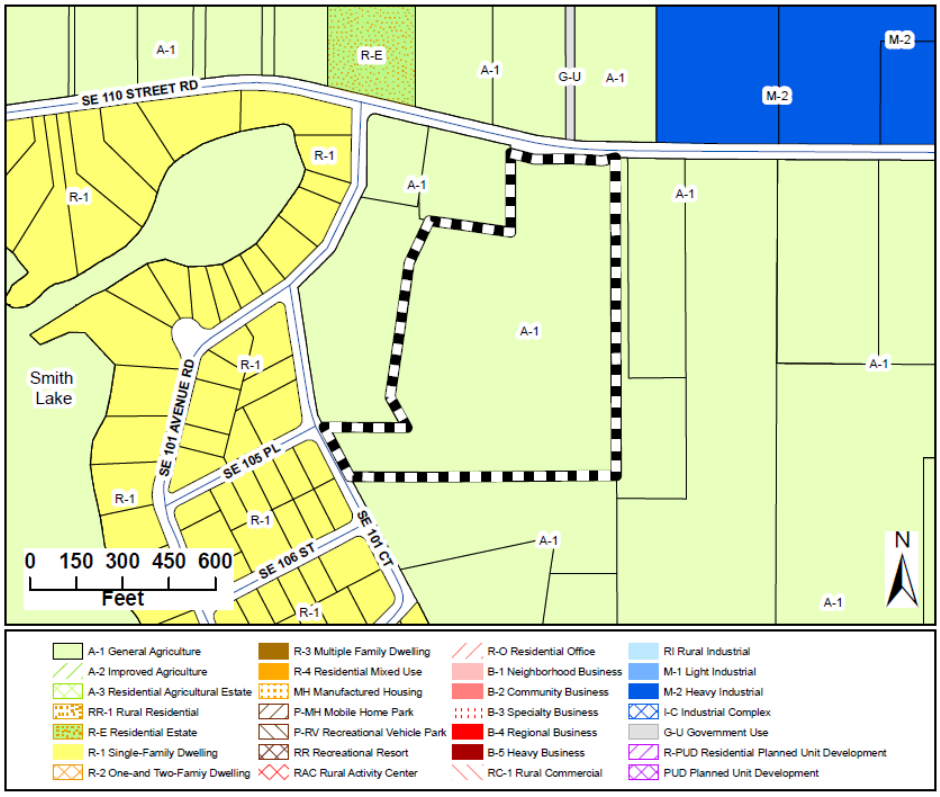
FIGURE 2
EXISTING USES AERIAL

FIGURE 3
MARION COUNTY PROPERTY APPRAISER (MCPA) EXISTING USES



B. *Zoning district map*. Figure 4 shows the subject property, and the properties to the North, South, East, and West are zoned General Agriculture (A-1). LDC Sec.4.2.3.A. "The General Agricultural classification provides for the preservation of agriculture as the primary use." LDC Sec.4.2.18.C provides for bed breakfast inn through a Special Use Permit.

FIGURE 4
ZONING DESIGNATION



C. *FLUMS designation*. Figure 5 is the FLUMS and it shows the subject property and abutting properties to the North, South, East, and West are designated Low Residential (LR).

FIGURE 5
FLUMS DESIGNATION

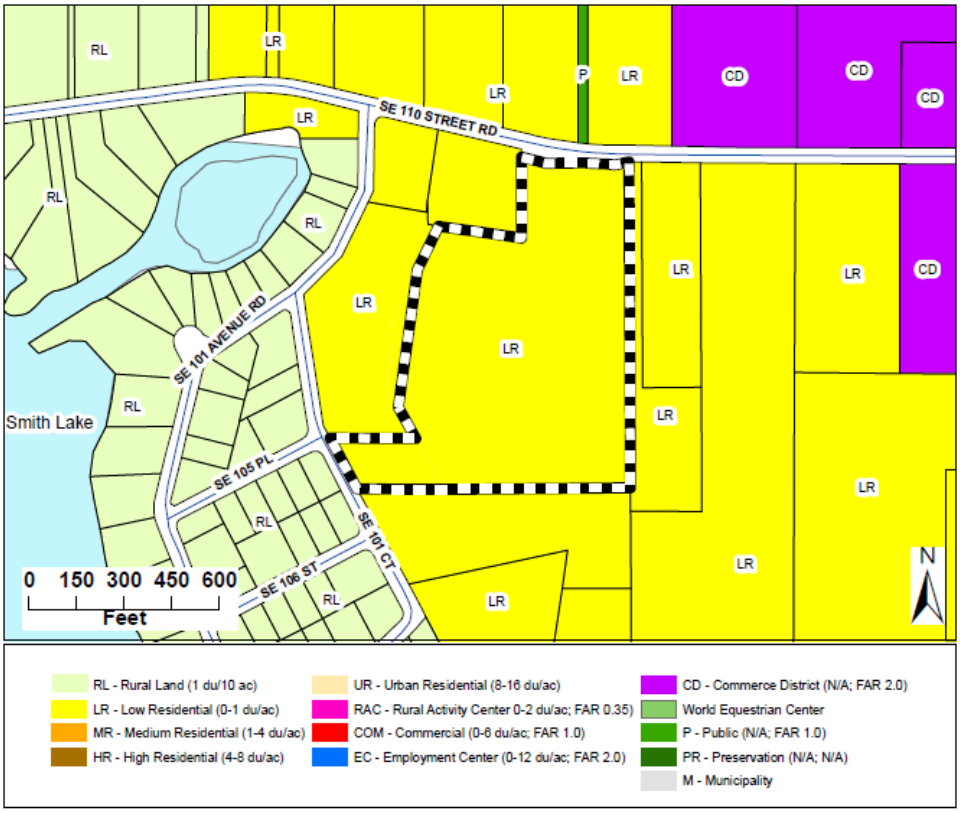


Table A below summarizes the information illustrated in Figures 2-5 for direct reference.

TABLE A. Adjacent Property Characteristics			
Direction	**FLUM Designation**	**Zoning Classification**	**Existing Use per MCPA Property Code**
Site(s)	Low Residential (LR)	General Agriculture (A-1)	Grazing Land (63)
North	Low Residential (LR)	General Agriculture (A-1)	Crop Land (53)
South	Low Residential (LR)	General Agriculture (A-1)	Grazing Land (63)
East	Low Residential (LR)	General Agriculture (A-1)	Single-family (01) & Multi-family (08)
West	Low Residential (LR)	General Agriculture (A-1)	Grazing Land (63)

V. ANALYSIS

LDC Section 2.8.2.D provides that in making a recommendation to the Board, the Planning and Zoning Commission shall make a written finding the SUP addresses nine (9) specific requirements. LDC Section 2.8.3.B then requires consistency with the Comprehensive Plan. Staff's analysis of compliance with these ten (10) requirements are addressed below.

A. Provision for **ingress and egress** to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or catastrophe.

Analysis: The site is a historically developed property with access to SE 110th Street Road from one existing paved driveway. No sidewalks are currently in place along the site's SE 110TH Street frontage or adjoining portions of the Street. According to OCE – Traffic, SE 101street Court is a County maintained subdivision street, and connecting to this road will create a traffic nuisance for the neighboring community, especially at a maximum proposed capacity of 25 vehicles.

- *Access through SE 101 Street shall be prohibited*

B. Provision for **off-street parking and loading areas**, where required, with particular attention to the items in (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties and properties generally in the surrounding area.

Analysis: The applicant indicated a gravel driveway will be constructed with field parking on both sides of the driveway will be provided to accommodate 35 vehicles with a potential number of 75 guests. The applicant is requesting the ability to hold a maximum of 40 events annually. Given the preceding, staff recommends the following condition to address the site's final parking, loading, and lighting design to comply with the review provision.

- *All parking shall take place on-site and parking in the right of way shall be prohibited.*

C. Provision for **refuse and service area**, with particular reference to the items in (1) and (2) above.

Analysis: The applicant's findings state services will be provided by Florida Express Environmental and the dumpster would be located behind the privacy fence and landscaping at the rear side of the property away from the venue of the Bed and Breakfast (see Attachment A-6). Based on the above, staff finds the application **will satisfy the requirement for the provision of refuse and service area**.

D. Provision for **utilities**, with reference to locations, availability, and compatibility.

Analysis: The applicant's site plan and findings indicate the site uses a well and septic for utilities, and the power company is Duke Energy. The applicant noted that the existing septic will be used for the bed and breakfast portion of the estate and a separate septic will be located by the bathrooms and kitchen area of the event venue. Marion County Utility recommends approval (See Attachment B). Based on the above, staff recommends the application will **satisfy utility requirements.**

E. Provision for **screening and buffering** of dissimilar uses and of adjacent properties where necessary.

Analysis: The applicant's special use application is a request to allow for a Bed and Breakfast Inn in General Agriculture (A-1) zoned land. As previously noted, LDC Sec.4.2.18.C necessitate obtaining a Special Use Permit. The site is fully fenced with a 4-foot board fence along the perimeter of the property (see Attachment C). The fencing along SE 110TH Street is open and the site lacks a C-Type Buffer (minimum 15-foot wide, three shade trees, and two ornamental trees, with shrubs and ground cover for 50% of the buffer) as required by the LDC. There are trees on the east side of the property providing buffering to the abutting properties. Staff recommends that a C-Type buffer be provided along SE 110TH Street consistent with the right-of-way buffer standards and LDC Section 6.8.6 to comply with this provision as follows:

- *A C-Type Buffer shall be provided along the site's SE 110TH Street frontage consistent with LDC Sections 6.8.6.*

F. Provision for **signs**, if any, **and exterior lighting** with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area.

Analysis: The applicant proposes adding two signages consistent with the LDC, one at the entrance of the event center and the second at the entrance of the bed and breakfast venue. The applicant states that the lighting design will meet LDC requirements. The structures and lighting do not appear to impact adjacent properties. Based on the preceding, staff concludes that the proposed development will be **compatible and harmonious** with the properties in the surrounding area.

G. Provision for **required yards and other green space**.

Analysis: LDC Section 4.2.18.E requires within the A-1 zoning district a minimum front and rear setback of 25 feet and 25 feet, respectively, and a minimum 25-feet side setback. The applicant provided a concept plan that proposes converting 2,000 SF existing structure on the South side of the property for the Event Venue. The applicant states that the installation and remodeling of the structure will meet all the requirements of LDC (see Attachment D). The applicant states that the events will be on weekends Friday to Sundays between the hours of 9:00 am to 11:00 pm and the number of guests will be about 75. Comments from Office of County Engineer - Stormwater "There is a County Flood Prone Area (NAVD 93.7') on site. The site has 29,253 SF of impervious coverage. This site will be subject to a Major Site Plan or waiver when its existing and proposed improvements exceed 9,000 SF of impervious site coverage" (See Attachment B). Based on the above, the following conditions are imposed**.**

H. Provision for general **compatibility** with adjacent properties and other properties in the surrounding area.

Analysis: Compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. The subject property is abutted by residential use to the north and west. To the south boundary of the site is vacant land with grazing land use. To the east are two residentially used parcels. Based on the above, staff concludes the proposed use **is compatible** with the adjacent properties.

I. Provision for meeting any **special requirement** required by the site analysis for the particular use involved.

To address the special requirements associated with this application, staff recommends the following conditions be imposed:

- *Ingress/egress shall be via SE 110TH Street.*
- *Access through SE 101 Street shall be prohibited*
- *All parking shall take place on-site and parking in the right of way shall be prohibited.*
- *The bed and breakfast shall be limited to a beer and licensed wine only.*
- *Noise from the event shall not exceed the County's Noise Ordinance level 65 db(A) from 7 am to 10pm., and 55 db(A) from 10pm to 7 am measured at the property line for the nearest established single-family home, in accordance with Sec. 13-7(a)*
- *Permit is issued to Shaylon and Chelsie Dulle and shall automatically become null and void should the subject property be transferred to another person/entity.*
- *The Special Use Permit shall expire on April 24, 2028; however, it may be renewed administratively for up to 5 years by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), unless:*
  - *a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,*
  - *b. Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or*
  - *c. The Growth Service Manager determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time.)*

J. Consistency with the Comprehensive Plan.

1. FLUE Policy 2.1.5: **Permitted & Special Uses** – The county shall identify permitted and special uses for each land use designation and zoning classification, as further defined in the Comprehensive Plan, Zoning, and LDC.

Analysis: LDC Section 4.2.3.C specifically provides for Bed and Breakfast Inn through a special use permit. Thus, the application is **consistent** with FLUE Policy 2.1.5.

2. FLUE Policy 5.1.3 on Planning and Zoning Commission provides, "The County shall enable applications for CPA, ZC, and SUP requests to be reviewed by the Planning & Zoning Commission, which will act as the County's Local Planning Agency. The purpose of the advisory board is to make recommendations on CPA, ZC, and SUP requests to the County Commissioners. The County shall implement and maintain standards to allow for a mix of representatives from the community and set standards for the operation and procedures for this advisory board.

   Analysis: The proposed SUP Application is scheduled for the April 24th, 2022, Planning and Zoning Commission Public Hearing, therefore, the application is **consistent** with this FLUE Policy 5.1.3.

3. FLUE Policy 5.1.4 on Notice of Hearing provides "The County shall provide notice consistent with Florida Statutes and as further defined in the LDC."

   Analysis: Staff finds public notice has been provided as required by the LDC and Florida Statutes and, therefore, concludes the application is **consistent** with FLUE Policy 5.1.4.

Based on above the findings, staff concludes the SUP is **consistent** with the LDC Section 2.8.3 B **subject to the recommended conditions** to address the (10) requirements as previously listed.

VI. ALTERNATIVE ACTION

A. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to **DENY** the Special Use Permit application.

B. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE AS CONDITIONED,** the Special Use Permit application.

C. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein so as to support the approval of the Ordinance with amended conditions, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE WITH AMENDED CONDITIONS,** the Special Use Permit application.

D. Enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support a recommendation on the proposed Ordinance, and make a recommendation to the Board of County Commissioners to **TABLE** the application for up to two months in order to provide the identified data and analysis needed to make an informed recommendation on the proposed Ordinance.

VII. STAFF RECOMMENDATION

A. Staff recommends the Planning and Zoning Commission enter into the record the Staff Report and all other competent substantial evidence presented at the hearing, and make a recommendation to the Board of County Commissioners to adopt a proposed Ordinance to **APPROVE AS CONDITIONED** the Special Use Permit application.

B. To address compliance with LDC Sections 2.8.2.D and 2.8.3.B, the following conditions are imposed:

1. Ingress/egress shall be via SE 110TH Street.
2. Access through SE 101 Street shall be prohibited.
3. All parking shall take place on-site and parking in the right of way shall be prohibited.
4. The bed and breakfast shall be limited to a beer and licensed wine only.
5. Noise from the event shall not exceed the County's Noise Ordinance level 65 db(A) from 7 am to 10pm., and 55 db(A) from 10pm to 7 am measured at the property line for the nearest established single-family home, in accordance with Sec. 13-7(a).
6. A C-Type Buffer shall be provided along the site's SE 110TH Street frontage consistent with LDC. Sec 6.8.6.
7. The Special Use Permit is issued to Shaylon and Chelsie Dulle and shall automatically become null and void should the subject property be transferred to another person/entity.
8. The Special Use Permit shall expire on April 24, 2028; however, it may be renewed administratively for up to 5 years by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
    b. Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
    c. The Growth Service Manager determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time.)

VIII. PLANNING AND ZONING COMMISSION RECOMMENDATION

To be determined.

IX. BOARD OF COUNTY COMMISSIONERS ACTION

To be determined.

X. LIST OF ATTACHMENTS

A. SUP application filed on February 10th, 2023.
B. Development Review Committee Comments Letter.
C. Site Photos
D. Concept Plan
E. Noise Control Plan

Attachment A

A -1

380

APPLICATION INCOMPLETE
Date returned 2/13/23
Returned by
Missing Items
APPLICATION COMPLETE SIGNATURE
DATE COMPLETED 2/22/23
INTIALS

RECEIVED
FEB 10 2023
MC GROWTH SERVICES

TENTATIVE MEETING DATES
P&Z PH 4/24/23
BCC/P&Z PH 5/16/23

Marion County
Board of County Commissioners

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

SPECIAL USE PERMIT APPLICATION - REGULAR - $1,000.00

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Bed and Breakfast & Event venue (wedding)

Legal Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** 37748-000-05

attached

Parcel account number(s): 37748-000-05

Property dimensions: _____ **Total acreage:** 15.57 AC

Directions: Cross streets SE 110TH ST RD SE 101ST AVE RD

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. **Please print all information, except for the Owner and Applicant/Agent *signature*.**

Shaylon Dulle CHELSIE DULLE	Shaylon Dulle
Property Owner name (please print)	**Applicant or agent name (please print)**
10246 SE 110th St. rd.	10246 SE 110th St. Rd
Mailing Address	**Mailing Address**
Bellevieus FL. 34420	Bellevieus FL. 34420
City, State, Zip code	**City, State, Zip code**
515-770-2646	515-770-2646
Phone number (include area code)	**Phone number (include area code)**
Shaydulle@yahoo.com	Shaydulle@yahoo.com
E-mail address	**E-mail address**
Signature	***Signature***

PLEASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If no representative is present, the request may be postponed or **denied**. Hearing notices will be mailed to the address(es) listed above. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & Zoning at (352) 438-2675 for more information.

AR 29785	STAFF/OFFICE USE ONLY			
Project No.: 20230200 88	Code Case No.:		Application No.:	
Rcvd by: EM	Rcvd Date: 2/16/23	FLUM: LDR	Zoning Map No.: 274	Rev: 07/1/2019

26/17/23

Marion County
Board of County
Com
Growth Services
2710 E. Silver Springs
Blvd. Ocala, FL 34470
Phone: 352-438-2600 Fax:
352-438-2601

APPLICATION INCOMPLETE
Date returned 2/13/23
Returned by Chris
Missing Items
missioners CHELSIE - SIGNATURE
RECEIVED
FEB 10 2023
MC GROWTH SERVICES

SPECIAL USE PERMIT APPLICATION - REGULAR - $1,000.00

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Bed and Breakfast & Event venue (wedding

Legal Description: (Please attach a copy of the deed and location map.) Parcel Zoning:

Parcel account number(s): 32 2%2-000

Property dimensions: Total acreage:

Directions: dross *reds //ö ÚL sr ZA sc DF Auce-D

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. Please print all information, except for the Owner and Applicant/Agent signature.

Shaylon Dulle CHELSIE DULLE
Property Owner name (please print)

10246 SE 110th St. rd.
Mailing Address

FL
City, State, Zip code

55- TICE 0-Cd-IC.p

Shaylon Dulle Chelsie Dulle
Applicant or agent name (please print)

10246 SE 110th St. Rd
Mailing Address

Belleview FL 34420
City, State, Zip code

515-776-2646
Phone number (include area code)

Shaydulle@yahoo.com
E-mail address

Signature Chelsie Dulle

EASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If representative is present, the request may be postponed or denied. Hearing notices will be mailed to the address(es) listed ove. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & ning at (352) 438-2675 for more information.

Conceptual Plan (Page 1 of 2)

Event Venue + Bed and Breakfast
10246 SE 110th St. Rd.
Belleview Fl, 34420

1. Gravel driveway with field parking on both sides of driveway. Accommodations for up to 100 vehicles. Access point from existing site entrance located from SE 101ST CT.

2. Bathroom/kitchen separate structure with accommodations for Men/Women and prep kitchen (not for the use of cooking). Will meet all OSHA requirements for bathroom requirements including number of stalls and handicap accessibility.

3. Phase A (year 1) graded site location for tent (non-permanent structure) to be setup for events by a professionally managed/licensed company.

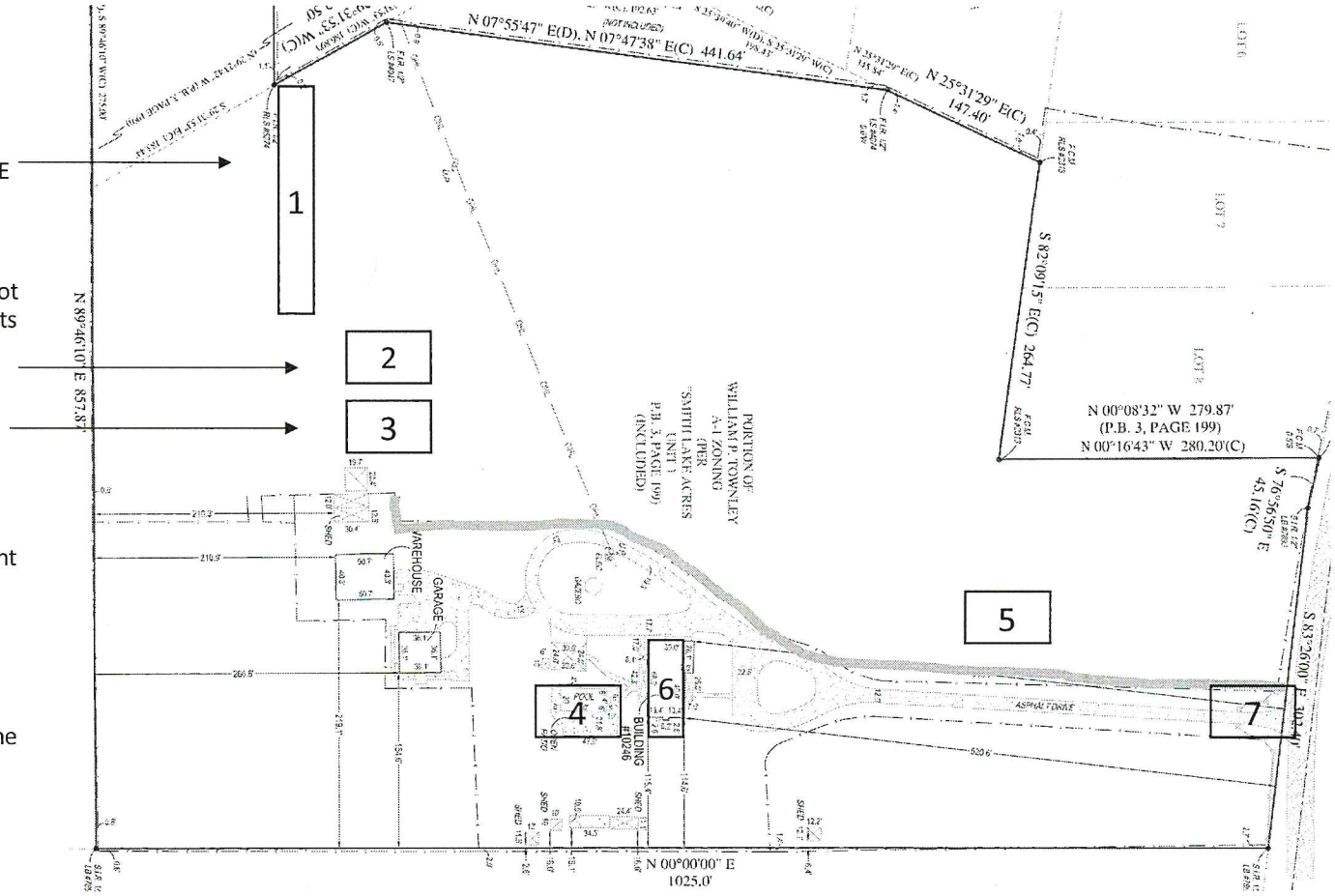
Phase B – Permanent structure 50 x 100 outdoor metal building to constructed by licensed contractor to replace "tent site" for event seating. accommodate

4. Pool Structure – pool located on property for the bed and breakfast portion of the venue.

5. Fence with landscaping dividing the "event venue" from the "bed and breakfast" portion of the estate.

6. Bed and Breakfast:
5 Bedroom, 3 Bathroom Home offered for: overnight accommodations and preparation for guests for events. We will comply with all provisions and capacity laws provided by the County.

7. Bed and Breakfast Driveway Entrance – gated entrance blacktop only used for guests staying in the home.



Surrounding Environments

- *This property is located on 17 acres of land. There are other houses outside of the estate that border the property. These houses are used for residential and agriculture use.*

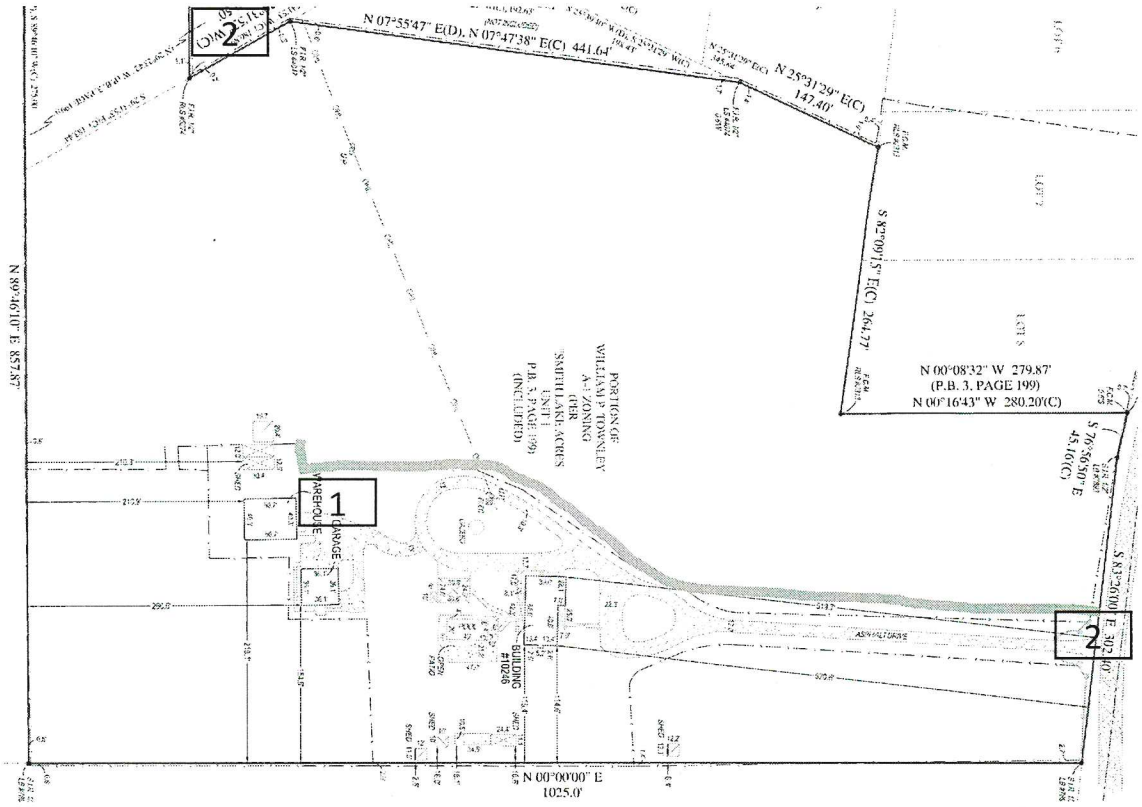
- *The location of the venue is located around a landscaped area and is at the furthest location from surrounding homes.*

- *We plan to continue landscaping around the venue and bed and breakfast to enhance and spotlight the agricultural land.*

Conceptual Plan (Page 2 of 2) – for utilities

Event Venue + Bed and Breakfast
10246 SE 110th St. Rd.
Belleview Fl, 34420

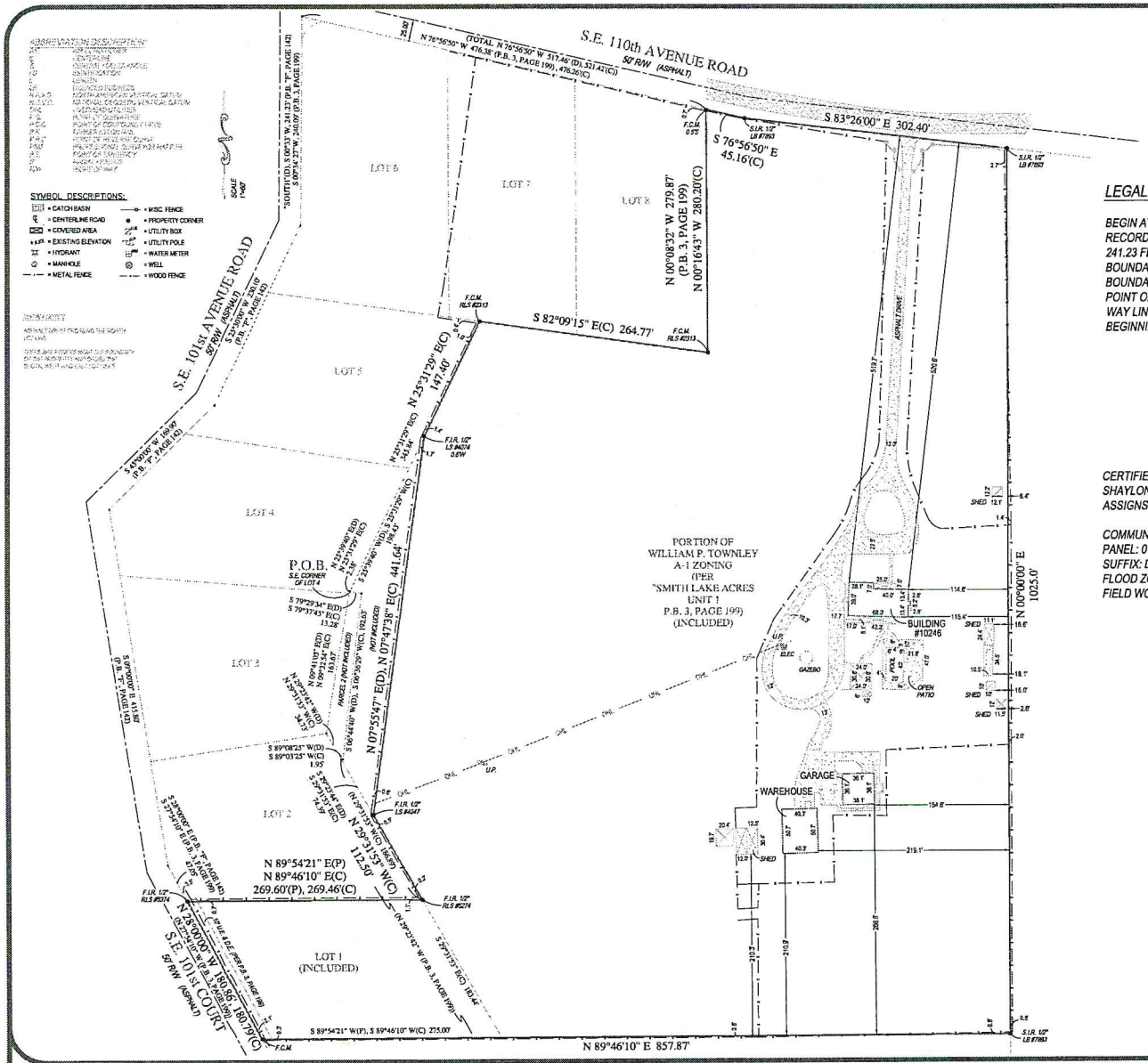
1. Refuse and Service Areas:
    1. Waste removal will be through Florida Express Environmental. There will be a dumpster behind privacy fence and landscaping located at the back of the property away from the venue. Access will be existing blacktop driveway.
    2. Power Company will be through Duke Energy. A separate meter with appropriate electric will comply with codes and meet needs of event venue. Existing meter for Bed and Breakfast through Duke Energy will remain as is.
    3. A separate septic will be located by the bathrooms and kitchen area of the event venue. This will meet all code requirements and comply with any environmental needs. This will be installed by a licensed professional during construction of the bathroom and kitchen area. Existing septic will be used for the Bed and Breakfast portion of the estate.
    4. We will perform an audit and comply with all County requirements if it is deemed necessary to install an additional well for the event venue portion of the property.



2. Required Yard and Open Spaces: required yards will comply with the codes and requirements outlined by the County. It is within the plan to locate 2 signs 1. In front of the event venue entrance and 2. In front of the entrance to the bed and breakfast. Lighting of signs will meet the code requirements for this permit.

3. Proposed Screening: if deemed necessary, we will provide landscaping hedges and additional fencing to provide privacy from surrounding parcels.

4. We are willing and able to meet any special conditions necessary to get these permits and comply with special use.



SYMBOL DESCRIPTIONS:

- CATCH BASIN
- CENTERLINE ROAD
- COVERED AREA
- EXISTING ELEVATION
- HYDRANT
- MANHOLE
- METAL FENCE
- MISC. FENCE
- PROPERTY CORNER
- UTILITY BOX
- UTILITY POLE
- WATER METER
- WELL
- WOOD FENCE

BOUNDARY SURVEY

LEGAL DESCRIPTION:

BEGIN AT THE NE CORNER OF MAGNOLIA SHORES SUBDIVISION AS RECORDED IN PLAT BOOK "F", PAGE 142 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID MAGNOLIA SHORES SUBDIVISION 241.23 FEET; THENCE S.25°30'00"W. ALONG SAID EAST BOUNDARY 230.10 FEET; THENCE S.45°00'00"W. ALONG SAID EAST BOUNDARY, 169.90 FEET; THENCE S.09°00'00"E. ALONG SAID EAST BOUNDARY415.80 FEET; THENCE S.28°00'00"E. ALONG SAID EAST BOUNDARY, 227.84 FEET; THENCE DEPARTING SAID EAST BOUNDARY N.89°46'10"E., 857.87 FEET; THENCE NORTH 1025 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BELLEWVIEW-CANDLER ROAD; THENCE N.83°26'00"W. ALONG SAID RIGHT OF WAY LINE, 302.40 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N.76°56'50"W., 517.46 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:
SHAYLON MICHAEL DULLE; MARION LAKE SUMTER TITLE, LLC; NEXERA HOLDING LLC., IT'S SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR; ALLIANT NATIONAL TITLE INSURANCE COMPANY

COMMUNITY NUMBER: 120160
PANEL: 0755
SUFFIX: D
FLOOD ZONE: X
FIELD WORK: 10/26/2022

PROPERTY ADDRESS:
10246 SOUTHEAST 110TH STREET ROAD
BELLEVIEW, FL 34420

SURVEY NUMBER: 564455
CLIENT FILE NUMBER: 2022-986

GENERAL NOTES

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. UNLESS OTHERWISE NOTED.
9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

KENNETH OSBORNE
Digitally signed by KENNETH OSBORNE
Date: 2022.10.28 15:30:52 -04'00'
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6118

TARGET SURVEYING, LLC

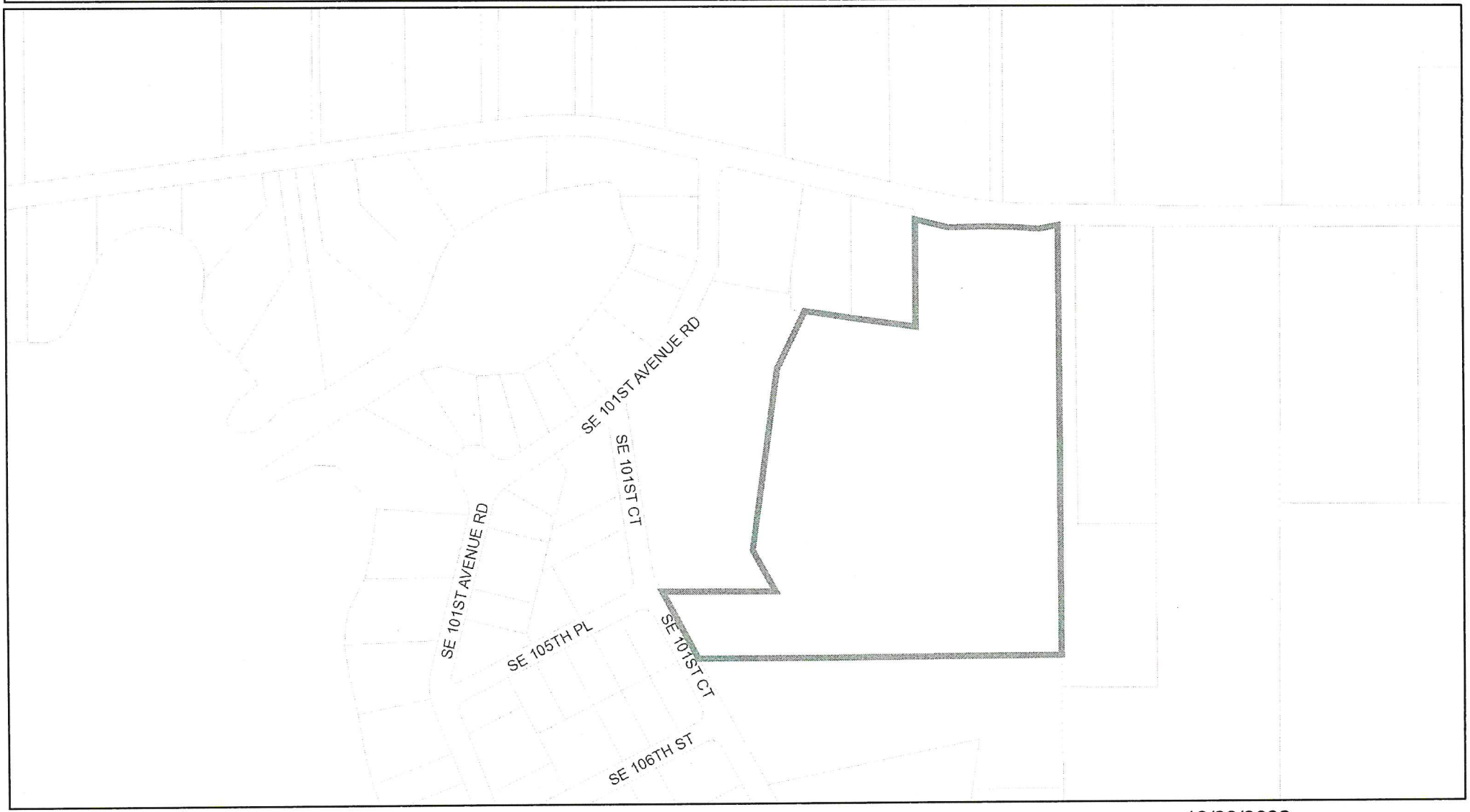
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4000
STATEWIDE PHONE (800) 226-4867
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

Attachment A

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

A -7

Updated every 24 hours



1:4,514
0 180 360 720 ft
0 50 100 200 m

Search Results
Parcel
Parcel2
Streets

[Map Title]

12/29/2022
Marion County, FL

DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office soley for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.

MCBCC Interactive Map - Internal

2/13/2023, 11:05:28 AM

1:5,733

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

- Structure - Addressed
- Structure - Confidential Address
- Gate - Confidential Address
- Lift Station - Confidential Address
- Miscellaneous - Confidential Address
- Cemetery - Confidential Address
- Tower - Confidential Address
- Telephone Equipment - Confidential Address
- Vacant - Confidential Address
- Eletric Meter
- Elevator
- Fire Station
- Fire Tower
- Government Building
- Gas Site
- Gate
- Hospital
- House Boat
- Law
- Lift Station
- Miscellaneous
- No Address
- Park
- Parking Garage
- Payphone
- Prison
- In-Office Use Only
- In-Office Use Only
- Railroad Equipment
- School
- Sewage Treatment Plant
- Substation
- Tower
- Telephone Equipment
- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities
- Parcels

County Road Maintenance

- OCE Maintained Paved
- OCE Maintained Unpaved
- Not Maintained

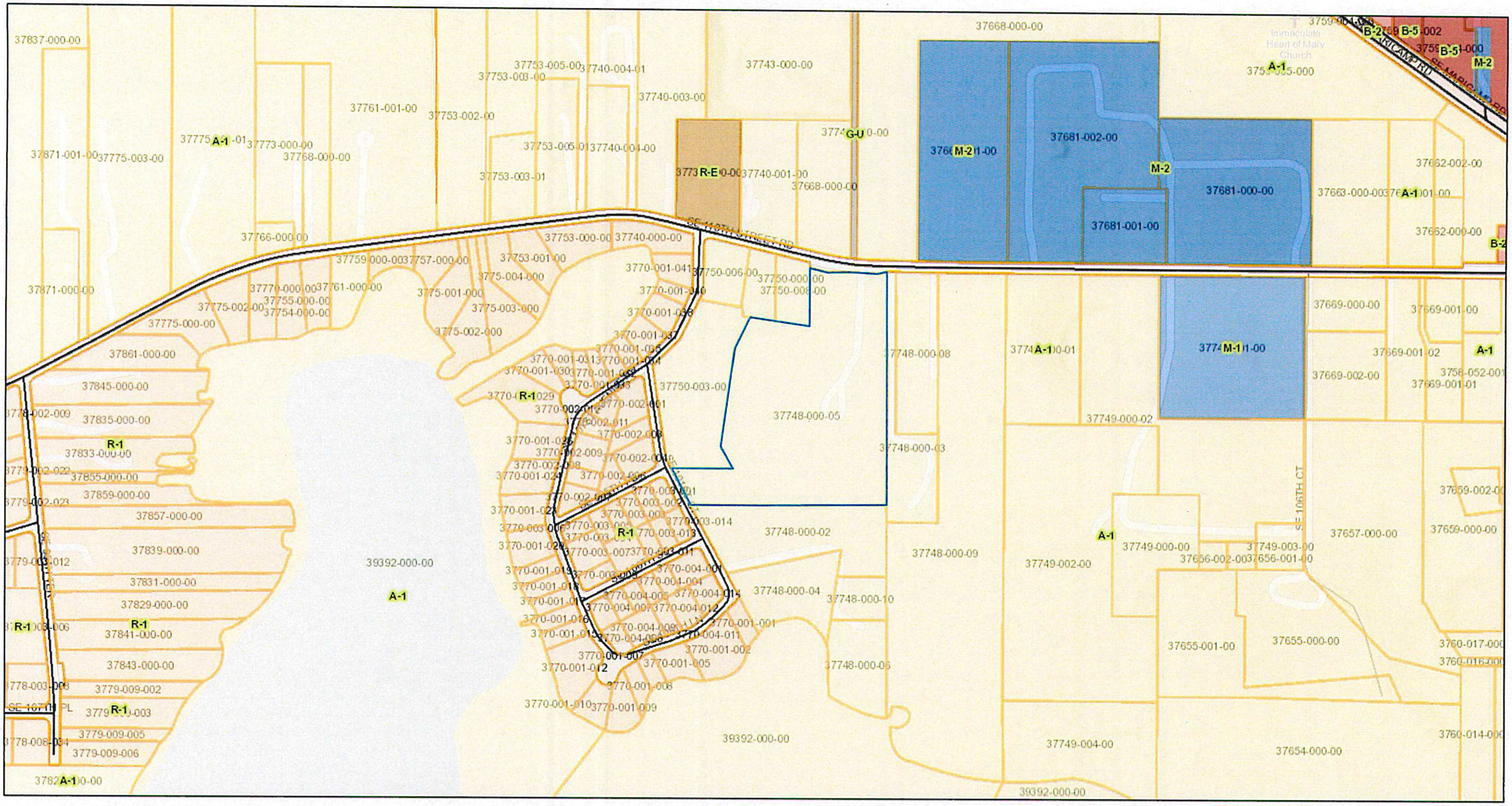
Marion County IT/GIS, E911, and Office of the County Engineer, FDOT, Marion County IT GIS Team, Marion County Property Appraiser, Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates,

MCBCC IT/GIS

FOR INTERNAL COUNTY USE ONLY: MAY CONTAIN CONFIDENTIAL INFORMATION. IMPROPER DISCLOSURE MAY RESULT IN CRIMINAL PENALTIES (F.S.119.10).

Attachment A

MCBCC Interactive Map - Internal



2/13/2023, 11:02:43 AM

Address Points
- Structure - Addressed
- Structure - Confidential Address
- Gate - Confidential Address
- Lift Station - Confidential Address
- Miscellaneous - Confidential Address
- Cemetery - Confidential Address
- Tower - Confidential Address
- Telephone Equipment - Confidential Address
- Vacant - Confidential Address
- Eletric Meter
- Elevator
- Fire Station
- Fire Tower
- Government Building
- Gas Site
- Gate
- Hospital
- House Boat
- Law
- Lift Station
- Miscellaneous
- No Address
- Park
- Parking Garage
- Payphone
- Prison
- In-Office Use Only
- In-Office Use Only
- Railroad Equipment
- School
- Sewage Treatment Plant
- Substation
- Tower
- Telephone Equipment
- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities

Zoning Classification
- A-1
- A-2
- A-3
- RC-1

1:5,733

0 0.05 0.1 0.2 mi

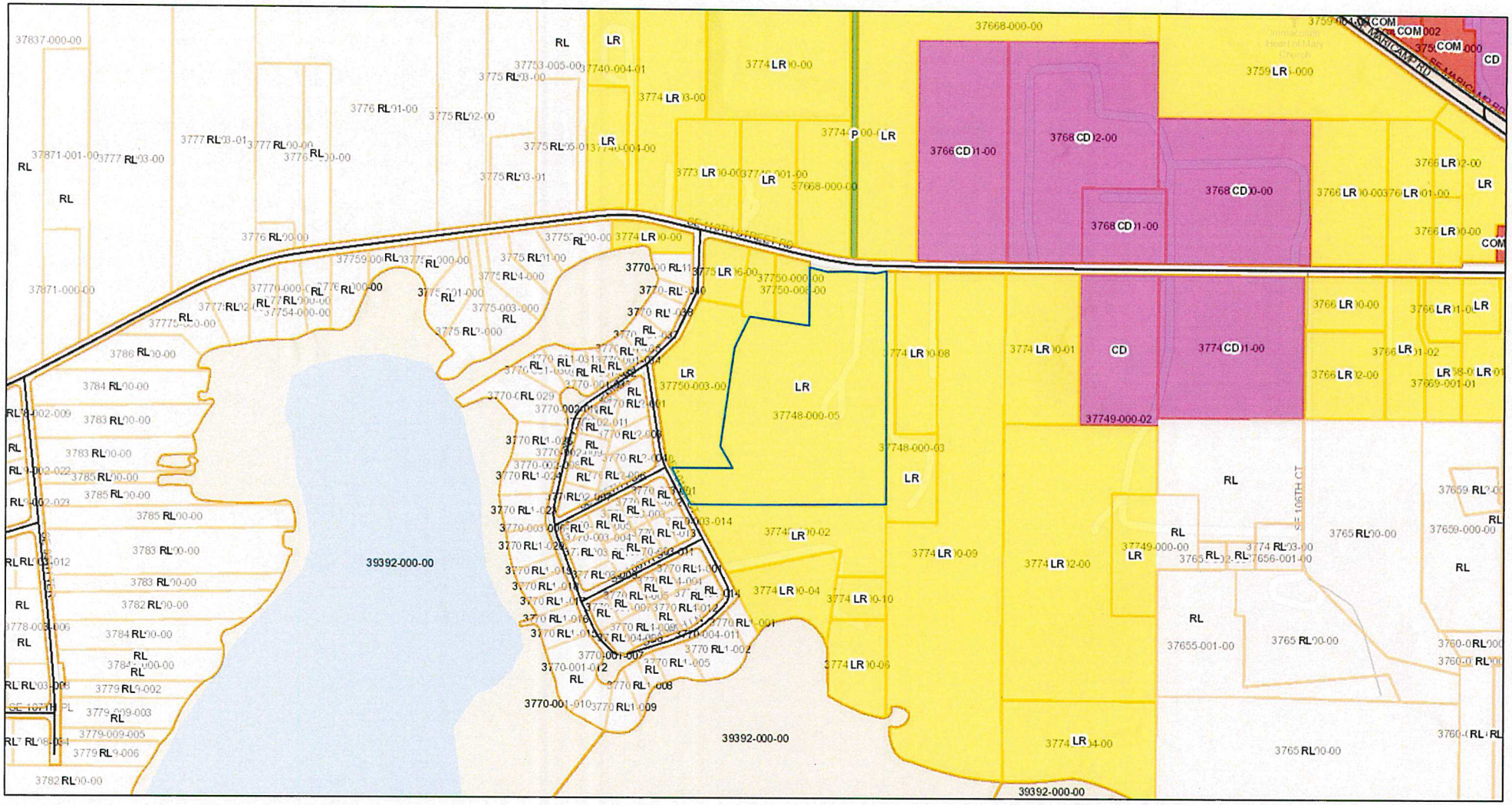
0 0.1 0.2 0.4 km

Marion County IT/GIS, E911, and Office of the County Engineer, Marion County IT GIS Team, Marion County Property Appraiser, Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates,

MCBCC IT/GIS

FOR INTERNAL COUNTY USE ONLY: MAY CONTAIN CONFIDENTIAL INFORMATION. IMPROPER DISCLOSURE MAY RESULT IN CRIMINAL PENALTIES (F.S.119.10).

MCBCC Interactive Map - Internal



2/13/2023, 11:04:28 AM

1:5,733

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points
- Structure - Addressed
- Structure - Confidential Address
- Gate - Confidential Address
- Lift Station - Confidential Address
- Miscellaneous - Confidential Address
- Cemetery - Confidential Address
- Tower - Confidential Address
- Telephone Equipment - Confidential Address
- Vacant - Confidential Address
- Eletric Meter
- Elevator
- Fire Station
- Fire Tower
- Government Building
- Gas Site
- Gate
- Hospital
- House Boat
- Law
- Lift Station
- Miscellaneous
- No Address
- Park
- Parking Garage
- Payphone
- Prison
- In-Office Use Only
- In-Office Use Only
- Railroad Equipment
- School
- Sewage Treatment Plant
- Substation
- Tower
- Telephone Equipment
- Trailhead
- Unverified Point
- Vacant with Address
- WRA/DRA
- WELL
- Water Meter
- Water Tower
- Water Treatment Plant
- Waste Water Treatment Plant
- Marion County
- Municipalities

Future Land Use
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)

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MCBCC IT/GIS

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Prepared by:
Janet Diiorio
Marion Lake Sumter Title, LLC
1890 SE 15th Avenue, Suite 102
Ocala, Florida 34471

File Number: 2022-986

General Warranty Deed

Made this November 14, 2022, A.D., by **Scott Townley and Racquel Townley, husband and wife,** whose address is: 10246 SE 110th Street Road, Belleview, Florida 34420, hereinafter called the Grantor(s), to **Shaylon Michael Dulle and Chelsie Dulle, husband and wife**, whose post office address is: 230 S 68th Street, #1305, West Des Moines, Iowa 50266, hereinafter called the Grantee(s):

(Whenever used herein the term "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)

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, viz:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

Parcel ID Number: **37748-000-05**

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 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 subsequent to December 31, 2021.

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
CFN# 2022161346 BK 7921 Pgs 1149-1151 11/15/2022 11:20:01 AM
REC FEE 27.00 INDEX DEED DOC 7,770.00

Prepared by:
Janet Diiorio
Marion Lake Sumter Title, LLC
1890 SE 15th Avenue, Suite 102
Ocala, Florida 34471

File Number: 2022-986

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature
Witness Printed Name Tasha Osborne

Witness #2 Signature
Witness Printed Name Cherese Walker

Scott Townley (Seal)

Racquel Townley (Seal)

STATE OF FLORIDA

COUNTY OF MARION

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of _X_ physical presence or __ online notarization, this 14 day of November, 2022, by SCOTT TOWNLEY AND RACQUEL TOWNLEY, who is/are personally known to me or who has/have produced Drivers License as identification.

NOTARY PUBLIC
Printed Name: Cherese Walker
My Commission Expires: 08/31/2025
(SEAL)

Notary Public State of Florida
Cherese M Walker
My Commission
HH 171865
Exp. 8/31/2025

GREGORY C HARRELL MARION COUNTY FL
CFN# 2022161346 OR BK 7921 PG 1150 Pgs 1149-1151 11/15/2022 11:20:01 AM

Exhibit "A"

BEGIN AT THE NE CORNER OF MAGNOLIA SHORES SUBDIVISION AS RECORDED IN PLAT BOOK "F", PAGE 142 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID MAGNOLIA SHORES SUBDIVISION 241.23 FEET; THENCE S.25°30'00"W. ALONG SAID EAST BOUNDARY 230.10 FEET; THENCE S.45°00'00"W. ALONG SAID EAST BOUNDARY, 169.90 FEET; THENCE S.09°00'00"E. ALONG SAID EAST BOUNDARY
415.80 FEET; THENCE S.28°00'00"E. ALONG SAID EAST BOUNDARY, 227.84 FEET; THENCE DEPARTING SAID EAST BOUNDARY N.89°46'10"E., 857.87 FEET; THENCE NORTH 1025 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BELLEWVIEW-CANDLER ROAD; THENCE N.83°26'00"W. ALONG SAID RIGHT OF WAY LINE, 302.40 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N.76°56'50"W., 517.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

SMITH LAKE ACRES UNIT 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 199, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND LESS AND EXCEPT:

PARCEL 2: A PORTION OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:
BEGIN AT THE S.E. CORNER OF LOT 4, SMITH LAKE ACRES, UNIT 1, AS RECORDED IN PLAT BOOK 3, PAGE 199 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N25°39'40"E ALONG THE EAST BOUNDARY OF SAID LOT 4, A DISTANCE OF 2.38 FEET; THENCE DEPARTING SAID EAST BOUNDARY S79°29'34"E, 13.28 FEET; THENCE S06°44'40"W, 192.63 FEET; THENCE S89°08'25"W, 1.95 FEET TO A POINT ON THE EAST BOUNDARY OF LOT 2 OF SAID SMITH LAKE ACRES, UNIT 1; THENCE N29°23'42"W ALONG SAID EAST BOUNDARY, 34.73 FEET TO THE N.E. CORNER OF SAID LOT 2; THENCE N09°41'05"E ALONG THE EAST BOUNDARY OF LOT 3 OF SAID SMITH LAKE ACRES, UNIT 1, A DISTANCE OF 163.67 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PORTION OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE S.E. CORNER OF LOT 4, SMITH LAKE ACRES, UNIT 1, AS RECORDED IN PLAT BOOK 3, PAGE 199 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N25°39'40"E ALONG THE EAST BOUNDARY OF SAID LOT 4, A DISTANCE OF 2.38 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY, PROCEED S79°29'34"E, 13.28 FEET; THENCE S06°44'40"W, 192.63 FEET; THENCE S89°08'25"W, 1.95 FEET TO A POINT ON THE EAST BOUNDARY OF LOT 2 OF SAID SMITH LAKE ACRES, UNIT 1; THENCE S29°23'44"E ALONG THE EAST BOUNDARY OF SAID LOT 2, A DISTANCE OF 74.39 FEET; THENCE DEPARTING SAID EAST BOUNDARY, PROCEED N07°55'47"E, 441.64 FEET TO A POINT ON THE EAST BOUNDARY OF LOT 5 OF SAID SMITH LAKE ACRES, UNIT 1; THENCE S25°39'40"W ALONG THE EAST BOUNDARY OF LOTS 5 AND 4, A DISTANCE OF 198.43 FEET TO THE POINT OF BEGINNING.

AND

LOT 1 OF SMITH LAKE ACRES UNIT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 199, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

File Number: 2022-986
Legal Description

GREGORY C HARRELL MARION COUNTY FL
CFN# 2022161346 OR BK 7921 PG 1151 Pgs 1149-1151 11/15/2022 11:20:01 AM

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

2023 Property Record Card

37748-000-05

GOOGLE Street View

Prime Key: 934313 | Beta MAP IT+ | Current as of 4/10/2023

Property Information

DULLE SHAYLON MICHAEL
DULLE CHELSIE
230 S 68TH ST UNIT 1305
WEST DES MOINES IA 50266-8176

Taxes / Assessments:
Map ID: 274
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 63
Acres: 15.57

Situs: 10246 SE 110TH STREET RD
BELLEVIEW

2022 Certified Value

Land Just Value	$196,340		
Buildings	$332,555		
Miscellaneous	$36,435	Impact	($296,137)
Total Just Value	$565,330	Land Class Value	$35,400
Total Assessed Value	$269,193	Total Class Value	$404,390
Exemptions	($50,000)	Ex Codes:	
Total Taxable	$219,193		
School Taxable	$244,193		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2022	$196,340	$332,555	$36,435	$565,330	$269,193	$50,000	$219,193
2021	$149,219	$256,503	$36,497	$442,219	$261,702	$50,000	$211,702
2020	$149,219	$246,600	$36,538	$432,357	$258,286	$50,000	$208,286

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7921/1149	11/2022	07 WARRANTY	9 UNVERIFIED	Q	I	$1,110,000
6882/0969	04/2018	07 WARRANTY	2 V-SALES VERIFICATION	U	I	$270,000
6244/1635	07/2015	06 SPECIAL WARRANTY	0	U	I	$100
3260/0760	10/2002	07 WARRANTY	0	U	I	$100
3260/0758	10/2002	07 WARRANTY	0	U	I	$100
3231/0070	08/2002	77 AFFIDAVIT	0	U	I	$100
3231/0071	05/2002	71 DTH CER	0	U	I	$100
3230/0620	05/2002	74 PROBATE	0	U	I	$100

Property Description

SEC 26 TWP 16 RGE 23
COM AT THE NE COR OF MAGNOLIA SHORES (F-142) FOR THE POB TH S 241.23

FT TH S 25-30-00 W 230.10 FT TH S 45-00-00 W 169.90 FT TH S 09-00-00 E
415.80 FT TH S 28-00-00 E 227.84 FT TH N 89-46-10 E 857.87 FT TH N 1025 FT
TH N 83-26-00 W 302.4 FT TH N 76-56-50 W 517.46 FT TO THE POB
EXC SMITH LAKE ACRES UNIT 1 PLAT BOOK 3 PAGE 199
EXC BEGIN AT THE SE COR OF LOT 4 TH N 25-39-40 E 2.38 FT TH S 79-29-34 E
13.28 FT TH S 06-44-40 W 192.63 FT TH S 89-08-25 W 1.95 FT TH N 29-23-42 W
34.73 FT TH N 09-41-05 E 163.67 FT TO THE POB &
PLAT BOOK 003 PAGE 199
SMITH LAKE ACRES UNIT 1
LOT 1
EXC COM AT THE SE COR OF LOT 4 SMITH LAKE ACRES UNIT 1 (3-199) TH
N 25-39-40 E 2.38 FT TO THE POB TH S 79-29-34 E 13.28 FT TH S 06-44-40 W
192.63 FT TH S 89-08-25 W 1.95 FT TH S 29-23-44 E 74.39 FT TH N 07-55-47 E
441.64 FT TH S 25-39-40 W 198.43 FT TO THE POB

Land Data - Warning: Verify Zoning

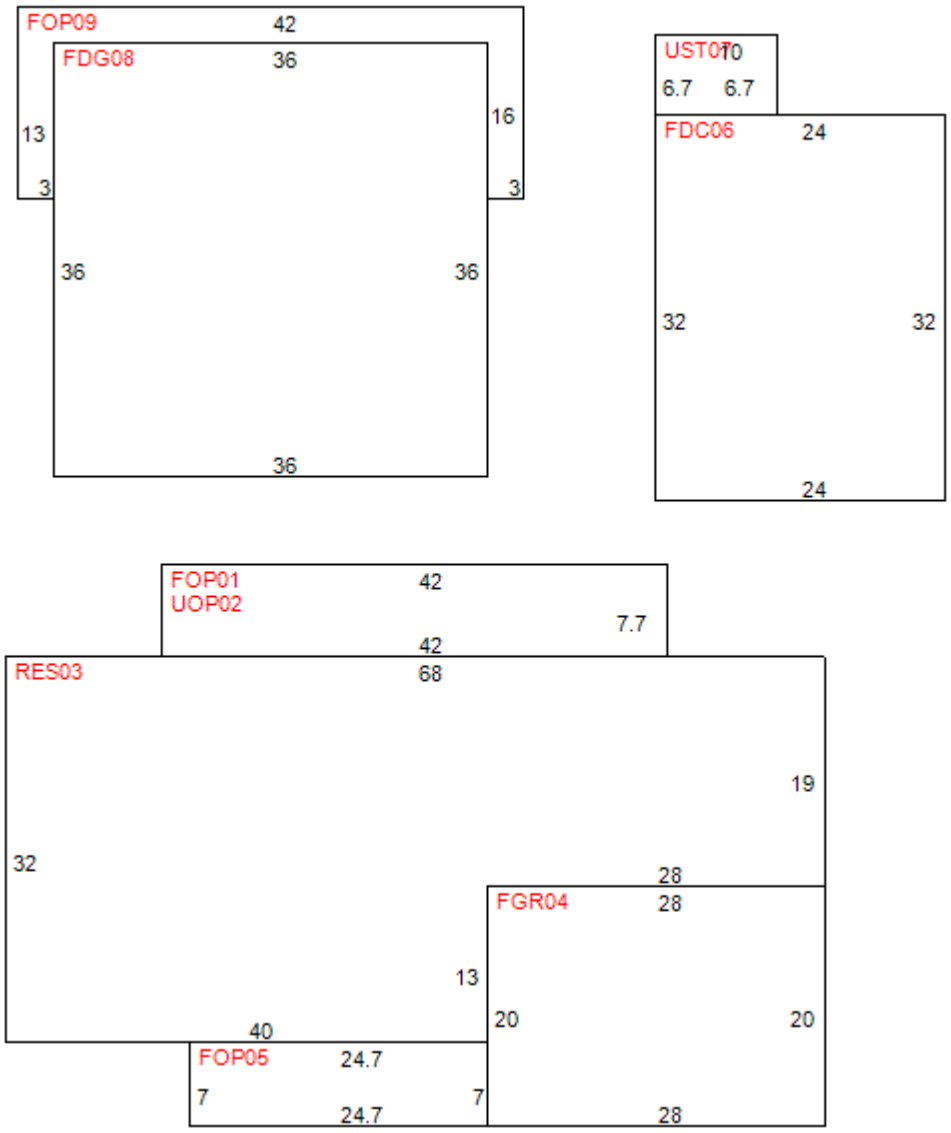
Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
0100		301.0	693.0	A1	2.00	AC						
6302		.0	.0	A1	12.43	AC						
9994		.0	.0	A1	1.00	UT						
6302		182.0	272.0	A1	1.14	AC						

Neighborhood 8500 - 16/22-16/23 - SOUTH OF 80TH ST
Mkt: 10 70

Traverse

Building 1 of 1
FOP01=U7,7L42D7,7R42.
UOP02=U7,7L42D7,7R42.R13
RES03=L68D32R40U13R28U19.D19
FGR04=L28D20R28U20.D20L28
FOP05=L24,7U7R24,7D7.R14U52
FDC06=U32R24D32L24.U32
UST07=U6,7R10D6,7L10.L50U6
FDG08=D36R36U36L36.
FOP09=D13L3U16R42D16L3U13L36.

RES10=568.
568



Building Characteristics

Improvement	1F - SFR- 01 FAMILY RESID
Effective Age	4 - 15-19 YRS
Condition	1
Quality Grade	600 - AVERAGE
Inspected on	10/18/2019 by 225

Year Built 1977
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 0 - STANDARD SFR
Base Perimeter 200

Type ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
FOP 0101	- NO EXTERIOR	1.00	1977	N	0 %	0 %	323	323
UOP 0201	- NO EXTERIOR	1.00	1977	N	0 %	0 %	323	323
RES 0324	- CONC BLK-PAINT	1.74	1977	N	0 %	0 %	1,812	3,153
FGR 0424	- CONC BLK-PAINT	1.00	1977	N	0 %	0 %	560	560
FOP 0501	- NO EXTERIOR	1.00	1977	N	0 %	0 %	173	173
FDC 0601	- NO EXTERIOR	1.00	1985	N	0 %	0 %	768	768
UST 0739	- HARDEE BOARD	1.00	1985	N	0 %	0 %	67	67
FDG 0829	- VINYL SIDING	1.00	2011	N	0 %	0 %	1,296	1,296
FOP 0901	- NO EXTERIOR	1.00	2011	N	0 %	0 %	204	204
RES 1029	- VINYL SIDING	1.00	2011	N	0 %	0 %	568	568

Section: 3

Roof Style: 10 GABLE
Roof Cover: 08 FBRGLASS SHNGL
Heat Meth 1: 20 HEAT PUMP
Heat Meth 2: 00
Foundation: 7 BLK PERIMETER
A/C: Y

Floor Finish: 24 CARPET
Wall Finish: 16 DRYWALL-PAINT
Heat Fuel 1: 10 ELECTRIC
Heat Fuel 2: 00
Fireplaces: 1

Bedrooms: 5
4 Fixture Baths: 0
3 Fixture Baths: 3
2 Fixture Baths: 1
Extra Fixtures: 2

Blt-In Kitchen: Y
Dishwasher: Y
Garbage Disposal: N
Garbage Compactor: Y
Intercom: N
Vacuum: Y

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
190 SEPTIC 1-5 BTH	1.00	UT	99	1980	3	0.0	0.0
256 WELL 1-5 BTH	1.00	UT	99	1980	3	0.0	0.0
226 RES SWIM POOL	902.00	SF	20	1979	2	0.0	0.0
144 PAVING ASPHALT	11,920.00	SF	5	1980	2	0.0	0.0
114 FENCE BOARD	4,900.00	LF	10	1979	3	0.0	0.0
066 FARM BLDG METL	2,000.00	SF	20	1982	3	40.0	50.0
159 PAV CONCRETE	5,372.00	SF	20	1985	3	0.0	0.0
006 BARN GEN PUR	720.00	SF	40	1977	1	24.0	30.0
099 DECK	1,777.00	SF	50	1979	2	0.0	0.0
GAZ GAZEBO	176.00	SF	40	2003	3	0.0	0.0
120 FENCE MASONRY	192.00	SF	50	1979	5	0.0	0.0
115 FENCE ALUMINUM	99.00	LF	20	1979	3	0.0	0.0
UDU UTILITY-UNFINS	100.00	SF	40	2008	1	10.0	10.0

Appraiser Notes

Planning and Building
** Permit Search **

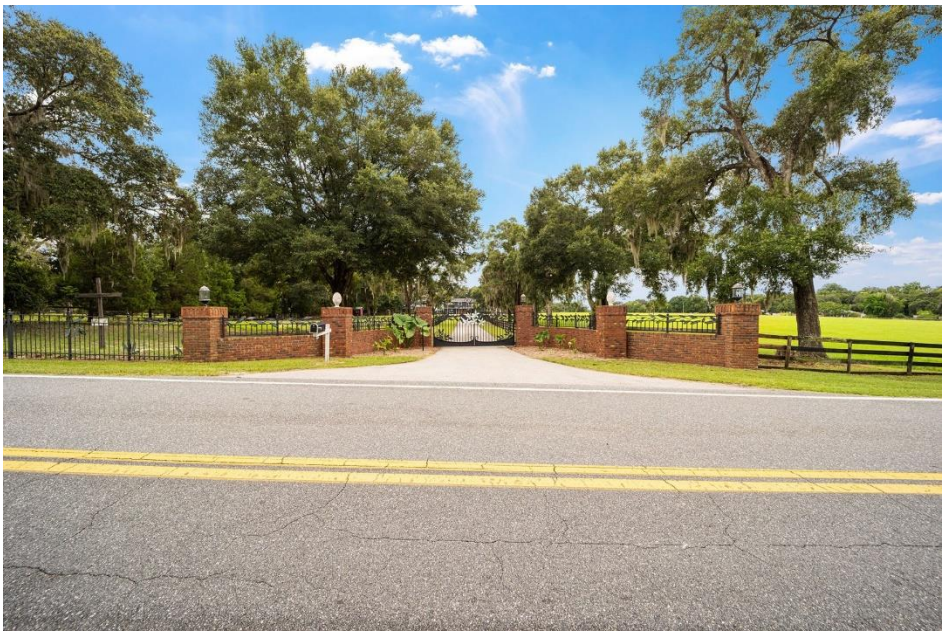
Permit Number	Issued Date	Complete Date	Description
2018101186	6/13/2019	6/13/2019	TRENCH FOR NEW ELEC/PLUMB AT ISLAND 3LVL BEAMS 4 CIRCUITS F
2018032045	3/29/2018	4/24/2018	REMOVE EXISTING ROOF DOWN TO SHEATING INSTALL 30 YEAR ARCHIT

Development Review Comments Letter

3/28/2023 8:35:46 AM

DULLE SHAYLON MICHAEL
ZO SUP #29785

ID	DESCRIPTION	REMARK	STATUS	DEPT
1	Special Use Permit	N/A	INFO	911
2	Special Use Permit	approved	INFO	DOH
3	Special Use Permit	INFO. Stormwater is not opposed to the special use permit. The applicant is requesting a SUP for the purpose of using the site as an event venue + bed & breakfast. Parcel # 37748-000-05 is currently zoned A-1 and is 15.57 acres in size. There is a County Flood Prone Areas (NAVD 93.7') on this site. Per the MCPA, this site currently has 29,253 SF of impervious coverage. This site will be subject to a Major Site Plan or waiver as it's existing and proposed impervious coverage exceeds 9,000 SF impervious coverage.	INFO	ENGDRN
4	Special Use Permit	1. All access for both the bed and breakfast and the event facility shall come from the existing driveway on SE 110th Street Road. Access to SE 101st Avenue Road/SE 101st Court shall be prohibited. SE 101st Avenue Road/SE 101st Court Road is a County maintained subdivision street. A connection to this road will create a traffic nuisance for the neighborhood especially at the max proposed capacity of 100 vehicles. 2. The application states that have room for 100 vehicles to park onsite. The capacity of the even site should be limited so that there is sufficient parking available. 3. All parking shall take place on-site. Parking in the right-of-way shall be prohibited. 4. An off-duty law enforcement officer shall be provided at the driveway to direct traffic for large events.	INFO	ENGTRF
5	Special Use Permit	No Comments	INFO	ENRAA
6	Special Use Permit	Approved Special Use Permit FYI the guest home will require a full fire sprinkler system and fire alarm system. The other buildings may be subject to additional fire protection features upon plan submittal.	INFO	FRMSH
7	Special Use Permit	no comment	INFO	LSCAPE
8	Special Use Permit	APPROVED	INFO	UTIL



On SE 110TH Street Road (A view of the property looking south).

On SE 110TH Street Road facing east.

On SE 110TH Street Road facing west.

A view of the Paved driveway facing south on the property.

A view of the property from the rear.

A view of the property and surrounding neighbors.

Facing west on the property.

A view facing south.

Facing southeast of the property (A view of the multi-family residence).

Facing east on the property.

Facing east on the property.

Facing east on the property

Facing east on the property.

A view of the Gazebo at the center of the property.

A view of the Barn west of the property.

Metal Farm Building (Proposed Venue of the Events will be reconstructed to meet LDC Requirements)

A view of the parking deck.

A rear view of the single-family residential building.

A front view of the single-family residential building.

A view of the swimming pool.

Ceremony

Intimate small wedding reception area. Secluded and built into existing mature landscaping barriers. Between two existing structures for additional seclusion.

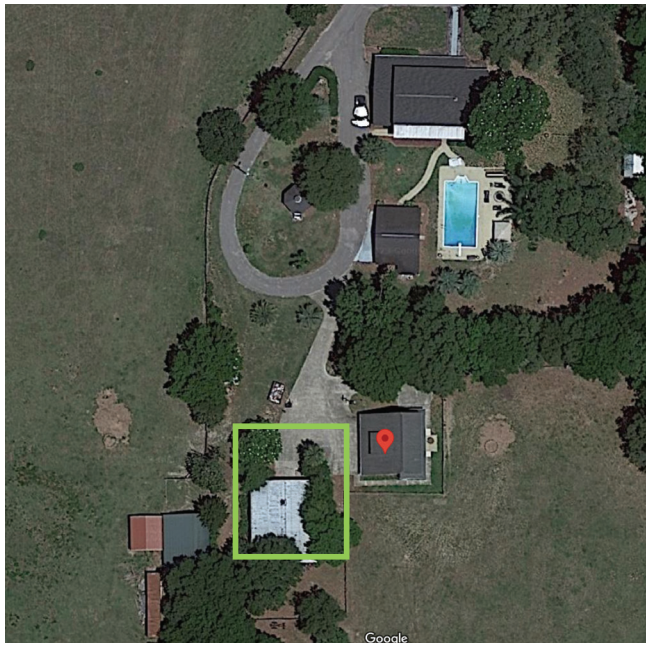
Parking

Staff directed traffic, monitoring parking, traffic flow, and ensuring proper capacity restrictions are strictly enforced. Gated entrance. No more than 35 parked cars at any event (likely much smaller). Most events will use a shuttle and taxi/shared ride services for additional safety and convenience. Designated handicap spaced designated and marked at front of parking lot on hard surface and in compliance with code.

Attachment D

D -3

Reception Space



We are committed to minimizing noise and disruptions. To achieve this, we will host all music and dances in a sound engineered room with sound proofing materials, where a licensed and professional sound engineer will ensure that noise levels are kept to a minimum and are governed. Our outdoor pavilion will be used for intimate dinners and will be an extension of our current structure, allowing guests to enjoy the beautiful surroundings while keeping noise levels low. We understand the importance of being a good neighbor and will continue to work towards reducing noise and ensuring that our events have minimal impact on the surrounding community. Bathrooms, HVAC, and utilities to be added to inside structure as per code and city recommendations.

Dear Ngozi

As we prepare to open our wedding venue, we want to ensure that we are good neighbors and minimize any noise disturbances. Here are some ways that we plan to control noise at our venue and adjust our plan:

1. **Soundproofing**: We will add soundproofing materials to walls, ceilings, and floors to absorb and dampen noise such as spray foam insulation. This will reduce the transmission of sound from inside the venue to the outside. We will work with a licensed and professional sound engineer team to ensure that our soundproofing materials are properly selected and installed.
2. **Strategic layout:** We will position the ceremony and reception areas away from residential areas and buffer noise by placing structures like gardens, walls or trees between the venue and neighboring properties. Currently the property already has a significant amount of mature landscaping. We have adjusted our venue layout to be used within an existing structure. This existing structure is placed in the center of the property away from neighbors and will allow us to fully enclose our reception for events. We will also ensure that all outdoor speakers (for ceremonies only) are directed towards the venue, and not towards neighboring properties. Our licensed and professional sound engineer will advise us on the best layout to minimize noise disturbance.
3. **Time restrictions:** We will set reasonable time restrictions for events to reduce the duration of any potential noise. This involves limiting the hours of the event and enforcing a strict end time. We will only host events during the weekends, and events will take place between 4PM-10PM.
4. **Volume control:** We will install a sound system with adjustable volume levels, and our sound engineer will be trained to understand the importance of controlling the noise level. We will also work with our sound and acoustic engineers to establish thresholds for the sound system, which will help to ensure that noise levels are not exceeded. Our licensed and professional sound engineer will advise us on appropriate volume levels and thresholds. We will not allow outside speakers or DJ equipment to be brought in. This will be included in our contracts that all music/sound will be required to be used done through our monitored sound system.
5. **Monitoring:** We will always have someone on-site during events to monitor sound levels and enforce rules. We will also contract with clients to ensure that they understand and agree to our expectations regarding noise levels. This will include clear guidelines regarding the use of outdoor speakers, the maximum number of cars and people allowed per event, and the importance of maintaining acceptable noise levels. Our licensed and professional sound engineer will advise us on appropriate monitoring procedures.

We believe that by implementing these measures, we can create an enjoyable and celebratory atmosphere for our guests while also minimizing the impact on our surrounding neighbors. Thank you for your consideration.

Sincerely,

Shay Dulle
Owner of Harpors Vineyard, LLC

Marion County

Planning & Zoning Commission

Agenda Item

File No.: 2023-10892 **Agenda Date:** 4/24/2023 **Agenda No.:** 4.1.

SUBJECT:
March 27, 2023

DESCRIPTION/BACKGROUND:
Minutes from the previous P&Z Public Hearing.

PLANNING AND ZONING COMMISSION MEETING
MARCH 27, 2023
MINUTES

The Marion County Planning and Zoning Commission met on March 27, 2023 at 5:30 pm in the Board of County Commissioners Auditorium, 601 SE 25th Avenue, Ocala, Florida.
The following members were present: Chairman Michael Kroitor, Jerry Lourenco, Andy Bonner, Greg Lord, Michael Behar and alternate members Thomas Fisher and William Heller.
The following staff members were present: Chief Assistant County Attorney, Dana Olesky. Acting Deputy Director- Ken Weyrauch. Planners- Ken Odom and Ngozi Ajufo. Administrative Staff Assistant Stephanie Soucey, Staff Assistants Darlene Pocock and Sierra Shackelford.
Ken Odom read the Proof of Publication and the Affidavit of Mailing ad Posting of Notice, and advised that the meeting was properly advertised.
Michael Behar led the Invocation and the Pledge of Allegiance.
Stephanie Soucey called the roll and a quorum was confirmed.

All records pertaining to notice to property owners, all correspondence and other related information pertaining to individual Zoning Change and Special Use Permit requests are located in the Planning and Zoning Department files for record purposes.

ITEMS LISTED ON THE CONSENT AGENDA:

The following items were recommended by staff for approval with conditions, there were no opposition letters within 300 feet and no opposition at the Planning and Zoning Commission meeting.

1.1.	230107ZC – MG Cattle Co., LLC. - Nathan Garcia, Lyndon Knowles and Flor Familia, Zoning Change from Regional Business (B-4) and General Agriculture (A-1) to General Agriculture (A-1), 13.39 Acres. LOCATION: East Side of CR 315, at the Intersection of CR 318 in Orange Springs FL
1.2.	230203SU - JK Holding Partners, Inc. - Karoly Lovasz/Judit Karpati, Special Use Permit, for auto, motorcycle and golf cart sales and service, (due to existing SUP 160109SU/16-R-017 running with previous owner - condition 6), in a Community Business (B-2) zone,0.65 Acres. LOCATION: 9919 SE Hwy 42, Summerfield, FL 34491
1.3.	230401SU - Tammy Sue Bellcase-Muzzy, Special Use Permit, to allow three (3) Nigerian goats, in a Single-Family Dwelling (R-1) zone, 0.64 Acres. LOCATION: 6516 NE 22nd Ct, Ocala, FL.
1.4.	230403SU - Ocala Florida Investment Associates, LLC. - Kanti Shah, Special Use Permit, to allow beer and wine sales for on premise consumption (at the Hampton Inn and Suites) within 1,000 ft. of any church, school or public park, in a Heavy Business (B-4) zone, 2.84 Acres. LOCATION: 2075 SW CR 484 Ocala, FL.
1.5.	230405SU - Dr. H. W. and Meagan Freel request a Special Use Permit, for a proposed Custom Exempt butcher shop in an existing building, in a General Agriculture (A-1) zone, 21.67 Acres. LOCATION: 17421 SE 155th Avenue, Weirsdale, FL.
1.6.	23-S04 - Garcon Investment, LLC - Michael Garcia Future Land Use Amendment from High Residential (HR) to Urban Residential (UR), on an approximate 0.27 Acres. LOCATION: South Side of SE 40TH Street Road.
1.7.	230407ZC - Charles Ralph Woods, Zoning Change from General Agriculture (A-1) and Community Business (B-2) to General Agriculture (A-1), 13.60 Acres. LOCATION: East of the Intersection of 301 and Hwy 318
1.8.	230408ZC - Pastor Perez Sr. and Maria Perez, Zoning Change from General Agriculture (A-1) to Residential Estate (R-E), 3.04 Acres. LOCATION: 10220 SE 155th Street, Summerfield, FL.

Motion was made by Greg Lord and seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend approval of the Consent Agenda items.

1. Will not adversely affect the public interest
2. Are consistent with the Marion County Comprehensive Plan
3. Are compatible with the surrounding land uses

The Motion passed 7-0.

ITEM CONTINUED INDEFINITELY -WILL RE-ADVERTISE

2.1. 230109ZP - BaseDev Land Trust - Dimino Holdings Associates, LLC TR, Zoning Change, from an expired Planned Unit Development (PUD) to Planned Unit Development (PUD), for a proposed development with a maximum of 260 units - Townhomes and Single-Family Residences, 52.15 Acres. Location: SE 92nd Loop

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PULLED FROM THE CONSENT AGENDA:

1.9. 230409ZC - Kleerview Investment Group, LLC. - Malcolm Gary, Zoning Change from One-and Two-Family Dwelling (R-2) to Multiple-Family Dwelling (R-3), 0.55 Acres. LOCATION: 5975 NW 6th PL

Legal Ad: 230409ZC- Kleerview Investment Group, LLC – Malcolm C. Gary, PO Box 2801, Ocala, FL 34478, request a **Zoning Change,** Articles 2 and 4, of the Marion County Land Development Code, from One-and Two-Family Dwelling (R-2) to Multiple-Family Dwelling (R-3), for all permitted uses, on an approximate .55 Acre Parcel, on Parcel Account Number 2304-022-001.

Ken Weyrauch, Growth Services, gave the presentation and read the report into record.
The Applicant Request:

1. Land Use Amendment for subject property in March of 2022 from Medium Residential to High Residential
2. Applicant has over 200' of property width and could divide property into two 100' wide lots due to underlying Subdivision Plat.
3. Applicant desires to put two duplexes on one parcel.

Summary of Analysis:

- Granting this request will not adversely affect the public interest.
- The proposed Zoning Change is consistent with the Comprehensive Plan.
- The proposed Zoning Change is compatible with the land uses in the surrounding area.

Staff recommends Approval

Malcolm Gary, 7442 SE 36th Ave., Ocala FL 34480, the applicant:

- Issues with separation due to well and septic separation for 2 separate lots
- Need zoning change to add duplex to fit on lot

PUBLIC COMMENT:
None
PUBLIC COMMENT CLOSED

230409ZC Planning and Zoning Commission Recommendation

Motion was made by Greg Lord seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend approval of the Zoning Change based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed 7-0

Individual Requests:

2.2. 230404SU - BBG Real Estate Investments, LLC - - Fernando G. Braff, Special Use Permit, for a proposed pawnshop (with no outside storage), in a Community Business (B-2) zone, 1.02 Acres. LOCATION: 128 Marion Oaks BLVD, Units 105 and 106.

Legal Ad: **230404SU**- BBG Real Estate Investments, LLC - - Fernando G. Braff, 7065 Westpoint Blvd., Suite 102, Orlando, FL 32835, request a **Special Use Permit**, Articles 2 and 4, of the Marion County Land Development Code, for a proposed pawnshop (with no outside storage), in a Community Business (B-2) zone, on an approximate 1.02 Acre Parcel on Parcel Account Number 8002-0160-01.

Ken Weyrauch, Growth Services, gave the presentation and read the report into record.
The Applicant Request:

1. Plaza is existing commercial with an approved site plan
2. Units 105 and 106
3. Pawnshop with
    a. No outside storage
    b. 6 days a week
    c. Typical Business Hours
    d. No Display of Guns

Sale of used goods are allowed in B-1
Gun Store allowed in B-2
All activities in B-2 shall be completely within an enclosed building

Summary of Analysis

- Granting this request will not adversely affect the public interest
- The proposed SUP is consistent with the Comprehensive Plan
- The proposed SUP is compatible with the land uses in the surrounding area

Staff recommends approval with conditions

Jeff Stone, Hurricane Pawn, LLC., 34 Pecan Run Terrace, Ocala FL 34474, the applicant:

- There is a common misconception about Pawn Shops, but, they are the last stop so that families do not go hungry and so they can pay their bills.

Erin Freel, Realtor, 1400 SE 91st Place, Ocala FL 34480:

- All sales will be inside the building

PUBLIC COMMENT:
None
PUBLIC COMMENT CLOSED

230404SU Planning and Zoning Commission Recommendation

Motion was made by Thomas Fisher seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval with conditions of the Special Use Permit Request based on the following findings of fact:

2. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed 7-0

2.3. 230410ZP - Oak Run Associates, LTD - Priya Ghumman, Zoning Change from Planned Unit Development (PUD) to Planned Unit Development (PUD), to amend an existing PUD (19880824Z) to allow blending of Commercial and Residential land use designations by identifying additional parcels for commercial use as professional offices (The sites are part of the Oak Run Development of Regional Impact (DRI)), 0.43 Acres. LOCATION: 10983 SW 89th Avenue & 8772 SW 109th Lane.

Legal Ad: **230410ZP**- Oak Run Associates, LTD – Priya Ghumman, 8825 SW 110th Street, Ocala, FL 34481, request a **Zoning Change,** Articles 2 and 4, of the Marion County Land Development Code, from Planned Unit Development (PUD) to Planned Unit Development (PUD), to amend an existing PUD (19880824Z) to allow blending of Commercial and Residential land use designations by identifying additional parcels for commercial use as professional offices, (The sites are part of the Oak Run Development of Regional Impact (DRI)), on an approximate .43 Acre Tract, on Parcel Account Numbers 7002-002-001 and 7002-003-021.

Ken Weyrauch, Growth Services, gave the presentation and read the report into record.
Oak Run PUD Details

- Development of Regional Impact (DRI) established in 1988
- Planned Unit Development concurrent with DRI approval.
- Proposal to authorize "land use blending" to enable Commercial Professional Office use internal to development
- Limited to two specific individual locations
- Locations historically used for supporting Oak Run operational activities and limited to Oak Run supporting uses/operations; no "third party/outside service".
- Code Enforcement Case initiated due to citizen's complaint regarding advertising signs placed on site.
- Existing uses use Orchid Club House parking areas as part of overall "complex", using rear entry as structures "back up to" the club.
- Each structure has "driveway" consistent with adjoining homes.

Traffic

- Traffic assessment provided, a study not required as less than 50 peak hour trips expected.
- Based on existing actual building square footage
- Site 1 – Decca Digital Solutions – 1.97 KSF
- AADT – 38 trips
- AM Peak Hour Trips - 6

- PM Peak Hour Trips - 6
- Site 2 – Decca Design Center (Sales Center) – 1.74 KSF
- AADT – 34 trips
- AM Peak Hour Trips - 5
- PM Peak Hour Trips – 6
- BOTH SITES:
- AADT – 72 trips
- AM Peak Hour Trips - 11
- PM Peak Hour Trips – 12

Buffers

- Initial construction as model homes, used for Oak Run development support until "future" conversion to residences (consistent with other developments within Marion County).
- Existing residences adjoining site –
  Site 1 – residence to north
  Site 2 – residences to east and north
- Ordinarily LDC requires Type B- Buffer between commercial adjoining single-family development.
- Minimum 20-foot wide landscape strip with 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.
- Land area to provide required buffer appears insufficient.

Criteria for Proposed Zoning Change

- Will adversely affect the public interest based upon impacts to the roadway network, similar zoning, and utility availability
- Is not consistent with the following Comprehensive Plan provisions
- FLUE Policy 1.1.5, and 1.1.9.
- TE Policy 2.1.4, and TE Objective 3.2
- Is not compatible with the surrounding uses due to similar density and intensity to surrounding area

Staff recommends Denial

Erika Nash, Growth Services Code Enforcement Officer:

- The Code Case was the result of a Citizen's Complaint regarding a commercial business in a residential area.

Jimmy Gooding, Esq., 1531 SE 36th Avenue, Ocala FL 34471, the agent:

- Mr. Gooding gave a detailed account of the history of Oak Run and the subject properties.

Priya Ghumman, Oak Run Associates, LTD., 8825 SW 110th Street, Ocala FL 34481:

- Explained the history of the two businesses -Decca Cable and Decca Realty

PUBLIC COMMENT:

Peggy Davis, 10979 SW 89th Ave., Ocala FL 34476:

- Lives right next door
- In support

- Now that the signs are down it is business as usual

Sherrie Aly, 11562 SW 69th Circle, Ocala FL 34476:

- Lived there less than a year
- Need sidewalks
- Concerned about increased traffic and security

Bridgette Toner-Kopack, 10873 SW 89th Ave.,

- Lived there for over 22 years
- It was a residential building before a cable office
- Decca trucks taking over parking
- What is to stop them from taking over more buildings

Francine Bernard, 6524 SW 111th Loop, Ocala FL 34476:

- Read statement to the Board
- Decca Cable and the Realty Business are the same owners
- They need to move out and return the houses back to residential

Donna Hayes, 8060 SW 109th Lane Road, Ocala FL 34476:

- They pay to maintain the parking lots and they are not allowed to use them

REBUTTAL

David Tillman, 1720 SE 16th Ave., Bldg. 100, Ocala FL 34471:

- If buffers are required they will not be able to maintain the residential look of the businesses
- The signs have been removed

PUBLIC COMMENT CLOSED

230410ZP Planning and Zoning Commission Recommendation

Motion was made by Andy Bonner seconded by William Fisher to agree with staff's findings and recommendation, and recommend denial of the Planned Unit Development based on the following findings of fact:

3. Will adversely affect the public interest
2. Is not consistent with the Marion County Comprehensive Plan
3. Is not compatible with the surrounding land uses

The Motion passed 4-3 with Greg Lord, Jerry Lourenco and Michael Kroitor dissenting

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MINUTES:

Motion was made by Greg Lord, seconded by Jerry Lourenco to approve the minutes from the February 27, 2023 Planning & Zoning Commission meeting.

The motion passed 7-0

ADJOURNMENT:

The meeting adjourned at 7:04 PM

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Michael Kroitor, Chairman

Attest:

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Stephanie Soucey
Administrative Staff Assistant