



# Marion County

## Board of County Commissioners

### Planning and Zoning

### Meeting Agenda

McPherson Governmental Campus  
601 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-438-2323  
Fax: 352-438-2324

District 1 – Craig Curry, Commissioner  
District 2 – Kathy Bryant, Commissioner  
District 3 – Matt McClain, Vice-Chair  
District 4 – Carl Zalak, III, Chairman  
District 5 – Michelle Stone, Commissioner

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**Wednesday, February 18, 2026**

**1:30 PM**

**McPherson Governmental  
Campus Auditorium**

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The Marion County Board of County Commissioners welcomes you to its Planning and Zoning meeting. All commission and zoning meetings are open to the public.

Pre-screening will be conducted upon entering the administrative building, located at 601 SE 25th Ave., Ocala, FL 34471.

As a courtesy to others, silence your cell phones and other electronic devices before entering the auditorium. If you need to take a call, please step outside.

#### PUBLIC COMMENTS

To encourage participation, ensure equal access to all participants and foster mutual respect, please follow these guidelines.

-BCC Planning and Zoning Meeting

-Public Comments during the Planning and Zoning portion of the meeting will be limited to two (2) minutes per speaker. You must sign in at the desk located in the foyer of the commission auditorium on the day of the meeting.

Marion County staff is available throughout each meeting for your convenience.

Anyone requiring accommodations due to a disability or physical impairment should contact Marion County Administration at 352-438-2300 at least two (2) days before a meeting.

Agenda items are posted on Marion County's website, <https://www.marionfl.org>, before each board meeting. Click the "Agendas & Videos" link on the homepage to download the agenda packet and back-up documentation.

The Marion County Clerk of Court keeps the official minutes and audio recordings of commission meetings, workshops and public hearings. To request a copy of these materials, contact the Clerk's Office at 352-671-5622. Marion County streams video for most board meetings, workshops and public hearings (when applicable) live online through the county's website. These recordings are archived online after meetings, but DVDs can be requested by contacting Marion County Administration at 352-438-2300.

**CALL TO ORDER**  
**INVOCATION AND PLEDGE OF ALLEGIANCE**  
**1:30 PM ROLL CALL**  
**ANNOUNCEMENTS**

**1. PLANNING & ZONING - REQUEST PROOF OF PUBLICATION (AT 1:30PM):**

[Present Cover Documents from Planning and Zoning Commission Public Hearing](#)

**1.1 Planning and Zoning Consent Items: NONE**

**1.2. Planning and Zoning Items for Individual Consideration:**

**1.2.1.** [250407ZP - Southeast 73rd Avenue, LLC, Approval for the Final Planned Unit Development Master Plan for a maximum proposed total of 159 lots, 39.94 Acre Parcel, Parcel 48347-000-00, Site Address 16205 SE 73rd Avenue, Summerfield, FL 34491](#)

**1.2.2.** [221107ZP - Maricamp Investment, LLC, requests Approval for the Final Planned Unit Development Master Plan, on an approximate 61.17 Acre Tract, Parcels 9018-0000-06, 37471-000-00, 37471-010-00, 37471-013-00, 9018-0327-26, 37471-008-00, Site Addresses 6650 and 6670 SE Maricamp Road and 5700 SE 67th Avenue, Ocala, FL](#)

**1.2.3.** [PUBLIC HEARING: First of Two Public Hearings for Presentation and Discussion to Consider a Development Agreement Amendment \(Amendment, 2025-DM01\) between Marion County, Florida, and Golden Ocala Equestrian Land, L.L.C., Equestrian Operations, L.L.C., Roberts Development Corporation, and R.L.R. Investments, LLC., Related to the Golden Ocala Development, Including the World Equestrian Center; and Request to Confirm the Second Public Hearing to Consider the Agreement Amendment on Wednesday, March 18, 2026, at 1:30 p.m.](#)

**1.3. Adoption of Ordinance**



**Marion County**  
**Board of County Commissioners Planning  
and Zoning**  
**Agenda Item**

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**File No.:** 2026-21960

**Agenda Date:** 2/18/2026

**Agenda No.:**

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**SUBJECT:**

**Present Cover Documents from Planning and Zoning Commission Public Hearing**

**INITIATOR:**

**Kenneth Weyrauch, Deputy Director**

**DEPARTMENT:**

**Growth Services**

**DESCRIPTION/BACKGROUND:**

Attached are:

- Proof of publication
- General location map for all applications being considered today
- The Planning and Zoning Commission recommendations for today's meeting
- The January 26, 2026, Planning and Zoning Commission Meeting Draft Minutes
- An interactive geographic information systems (GIS) map of various residential planned unit developments (PUDs) approved within unincorporated Marion County since 2016

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

For information only.



**Marion County  
Board of County Commissioners**

Office of the County Attorney

601 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471  
Phone: 352-438-2330  
Fax: 352-438-2331

# Proof of Publication

No.: 2026-0013

STATE OF FLORIDA  
COUNTY OF MARION  
PREPARED BY HEATHER FLYNN:

Before the undersigned authority personally appeared Heather Flynn, who on oath says that they are the Legal Services Manager of Marion County, Florida; that the attached copy of advertisement Notice Of Public Hearing By Marion County Board Of County Commission To Consider Adoption Of An Ordinance for Tuesday, February 18, 2026 was published on the publicly accessible website, MarionFL.org/LegalNotices, of Marion County, Florida on February 2, 2026.

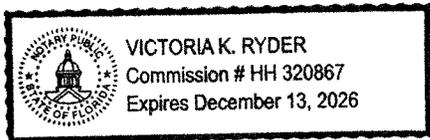
Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature: *Heather Flynn*  
Date: 02.02.26

Business Impact Estimate published with the advertisement and attached.

**THIS SECTION PREPARED BY NOTARY:**

Sworn and Subscribed before me this 2<sup>nd</sup> day of February, 2026, by Heather Flynn who is: personally known to me ✓ or who has produced \_\_\_\_\_ as identification.



*[Signature]*  
Signature of Notary Public

Notary Public Stamp

ATTACH COPY FROM WEBSITE POSTING



## **Legal Notices**

# **NOTICE OF PUBLIC HEARING BY MARION COUNTY BOARD OF COUNTY COMMISSION TO CONSIDER ADOPTION OF AN ORDINANCE**

**Post Date:** 02/02/2026 8:00 AM

The Marion County Board of County Commissioners will hold a public hearing on **Wednesday, February 18, 2026, at 1:30 p.m.**, or as soon thereafter, as may be heard. The meeting will be held at the **McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida**, to consider approval of the following Comprehensive Plan Amendment, Rezoning, and/or Special Use Permit applications; and adoption of a proposed ordinance entitled:

### **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING LAND USE CHANGE, REZONING, AND SPECIAL USE PERMIT APPLICATIONS AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP, PROVIDING FOR AN EFFECTIVE DATE**

1. 250407ZP – Southeast 73rd Avenue, LLC, requests Approval for the Final Planned Unit Development Master Plan (PUD 250407ZP) to eliminate vegetative buffering and replace with only 6ft high privacy fences along the north, south, and east boundaries, modify amenities, and include one additional lot for a maximum proposed total of 159 lots, on an approximate 39.94 Acre Parcel, on Parcel Account Number 48347-000-00, Site Address 16205 SE 73rd Avenue, Summerfield, FL 34491

2. 221107ZP - Ocala Development Partners, LLC, requests Approval for the Final Planned Unit Development Master Plan (PUD 221107ZP) to allow for a maximum proposed total of 648 residential units, on an approximate 60.38 Acre Tract, on Parcel Account Numbers 37471-000-00, 37471-010-00, 37471-013-00, 9018-0000-06 and 37471-008-00, Site Addresses 6670, 6690, and 6650 SE Maricamp Road, 5700 SE 67th Avenue, and 99 Pine Trace, Ocala, FL 34472

Staff reports, application packages, and other materials of the above items may be reviewed at the Growth Services Department Planning and Zoning Division, 2710 E. Silver Springs Blvd, Ocala, Florida, (352) 438-2600. Visit [www.marioncountyfl.org](http://www.marioncountyfl.org) and click on the meetings tab on the homepage for the most up to date informat'

If reasonable accommodations are needed for persons with disabilities, please contact the ADA Coordinator/HR Director at least forty-eight (48) hours in advance at (352) 438-2345, so appropriate arrangements can be made.

All persons are advised that, if they decide to appeal a decision of the Board of County Commissioners of Marion County, Florida at this public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

2026-0013

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**Marion County  
Board of County Commissioners**

Office of the County Attorney

601 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471  
Phone: 352-438-2330  
Fax: 352-438-2331

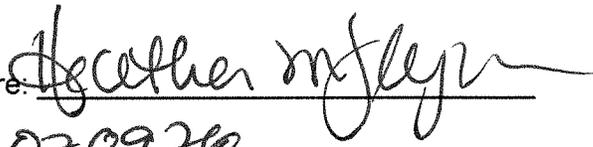
# Proof of Publication

No.: 2026-0015

STATE OF FLORIDA  
COUNTY OF MARION  
PREPARED BY HEATHER FLYNN:

Before the undersigned authority personally appeared Heather Flynn, who on oath says that they are the Legal Services Manager of Marion County, Florida; that the attached copy of advertisement: Notice Of Public Hearing By Marion County Board of County Commission for Wednesday, February 18, 2026 was published on the publicly accessible website, MarionFL.org/LegalNotices, of Marion County, Florida on February 9, 2026.

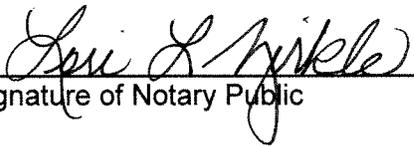
Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature:   
Date: 020926

Business Impact Estimate published with the advertisement and attached.

THIS SECTION PREPARED BY NOTARY:

Sworn and Subscribed before me this 9<sup>th</sup> day of February, 2026, by Heather Flynn who is: personally known to me  or who has produced \_\_\_\_\_ as identification.

  
Signature of Notary Public

Notary Public Stamp

ATTACH COPY FROM WEBSITE POSTING



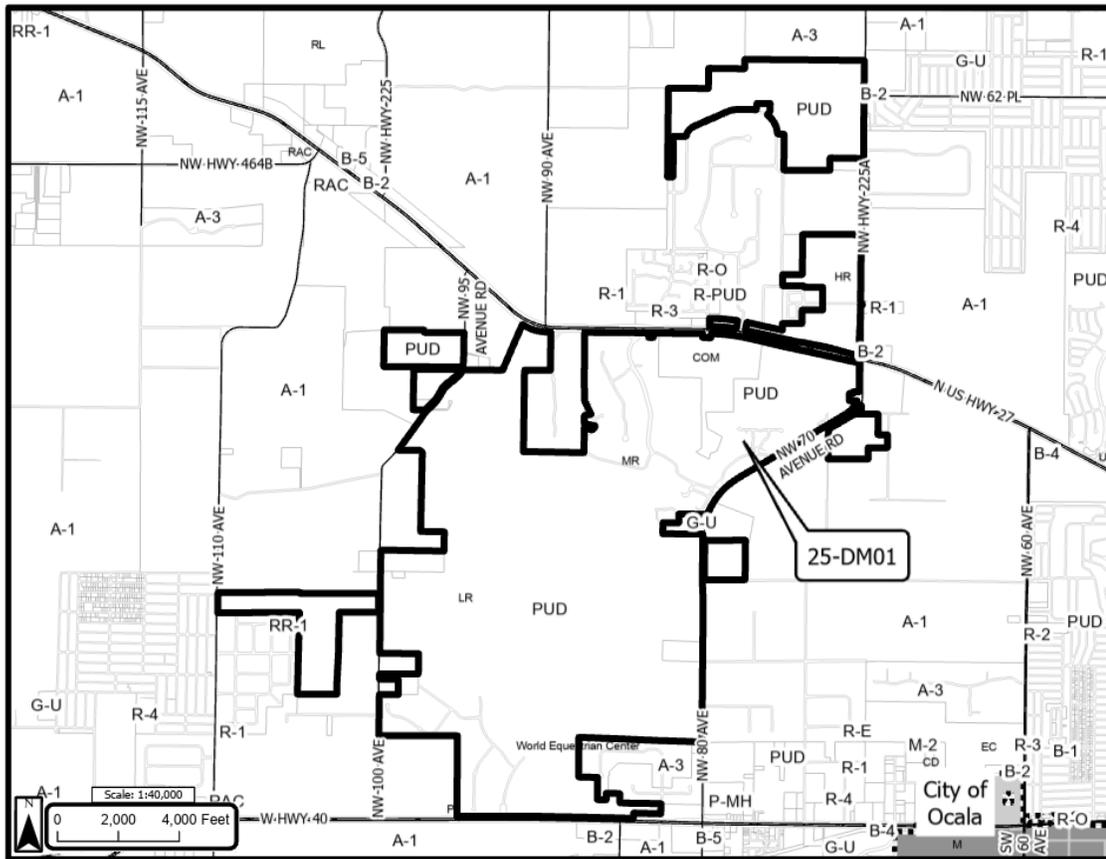
## Legal Notices

# NOTICE OF PUBLIC HEARING BY MARION COUNTY BOARD OF COUNTY COMMISSION

**Post Date:** 02/09/2026 8:00 AM

The Marion County Board of County Commissioners will hold the first of two public hear-ings on **Wednesday, February 18, 2026, at 1:30 p.m.**, or as soon thereafter, as may be heard. The meeting will be he led at the **McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida**, to consider approval of a Second Amendment to a Development Agreement (Agreement) to be en-tered into pursuant to Sections 163.3220 through 163.3243, inclusive, Florida Statutes, between **Golden Ocala Equestrian Land, LLC, Equestrian Operations, LLC, Roberts Development Corporation, RLR Investments, LLC and Marion County, Florida (County)**. All interested parties are invited to attend the public hearing. The date and time of the second public hearing will be scheduled and announced during the first public hearing; however, it is tentatively set for **Wednesday, March 18, 2026**, starting at **1:30 PM** or as soon thereafter as possible, and will be held at the County Commission Auditorium, 601 SE 25th Avenue, Ocala, Florida 34471.

The property, known as **Golden Ocala**, consisting of  $\pm 4,277$  acres that includes the world Equestrian Center, is located along the west side of NW 70th/80th Avenue/Avenue Road/CR Hwy 225A, north of W. SR Hwy 40, east of NW 110th Avenue, and south of NW 70th Street, with an area lying east of NW 70th Avenue Road lying south of NW 35th Street. A detailed legal description of the property is on file with the Marion County Growth Services Department located at 2710 East Silver Springs Boulevard, Ocala, Florida 37740. All of the property is located within the jurisdictional boundaries of Marion County. The general location of the property is further shown on the following map:



The primary purpose of this proposed Agreement is to remove the prohibition of concerts for Golden Ocala and potentially update terms related to the developer’s concurrency, impact fee credits, and transportation improvements provisions.

A copy of the proposed Agreement may be obtained at the Growth Services Department Planning and Zoning Division, 2710 E. Silver Springs Blvd, Ocala, Florida, (352) 438-2600.; between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Visit [www.marioncountyfl.org](http://www.marioncountyfl.org) and click on the meetings tab on the homepage for the most up to date information.

If reasonable accommodations are needed for persons with disabilities, please contact the ADA Coordinator/HR Director at least forty-eight (48) hours in advance at (352) 438-2345, so appropriate arrangements can be made.

All persons are advised that, if they decide to appeal a decision of the Board of County Commissioners of Marion County, Florida at this public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

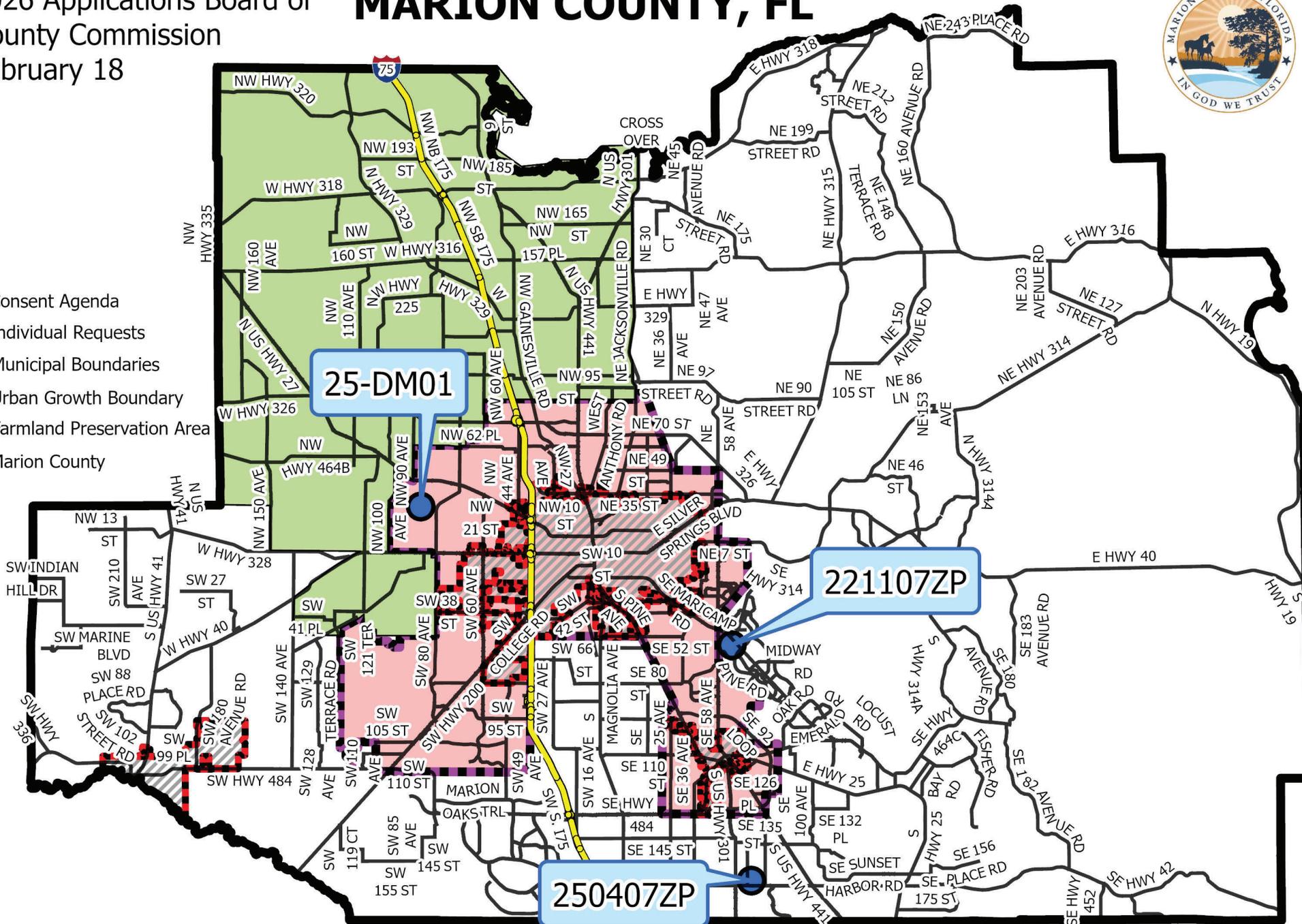
2026-0015

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# MARION COUNTY, FL



- Consent Agenda
- Individual Requests
- Municipal Boundaries
- Urban Growth Boundary
- Farmland Preservation Area
- Marion County



Disclaimer: All provided GIS data is to be considered a generalized spatial representation which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries.

Scale: 1:350,000

0 2.5 5 Miles

Date: 1/30/2026  
Department: Growth Services



**Planning and Zoning Commission**  
**Recommendation Report for the February 17 & 18, 2026 BCC Public Hearing**

The following items on the BCC/P&Z Agenda were heard by the P&Z Commission on January 26, 2026, during the P&Z Commission Public Hearing

**Items on the Consent Agenda**

**260201SU – C&K 9A, LLC**

Special Use Permit to Allow for parking of Commercial Vehicles and Outdoor Storage, in a Community Business (B-2) zone, on an approximate 8.58 Acre Parcel, on Parcel Account Number 1801-000-001, Site Address 4860, 4880, and 4900 US Highway 41, Dunnellon, FL 34432

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously on consent, 6-0).

**260206ZC – Mike Kirby, Amber Kirby, and Roberta Patton**

Zoning Change from General Agriculture (A-1) to Single-Family Dwelling (R-1) zone for all permitted uses, on an approximate ±4.01 Acre Portion of an overall ±6.23 Acre Parcel, on Parcel Account Number 39279-010-00, Site Address 8107 and 8111 E Highway 25, Belleview, FL 34420

Staff recommends approval. Planning and Zoning recommends approval (motion passed unanimously on consent, 6-0).

**Items for Individual Consideration**

**260202SU – Blue Sky Towers IV, LLC (PULLED FROM CONSENT)**

Special Use Permit to Allow for a new 225' (feet) Telecommunications Tower, in a General Agriculture (A-1) zone, an approximate 10.0 Acre Parcel, on Parcel Account Number 20909-022-01, No Address Assigned

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously on consent, 6-0).

**Planning and Zoning Commission**  
**Recommendation Report for the February 17 & 18, 2026 BCC Public Hearing**

**260207ZP – 8 M Holdings, LLC (PULLED FROM CONSENT)**

Zoning Change for a modification of Planned Unit Development (PUD 170419ZP) to revise existing plan text to delete the language "PROPOSED CONVENIENCE/STORE/LAUNDROMAT/HAIR SALON. THIS CONVENIENT STORE WILL SERVE THE OAKWATER VILLAGE DEVELOPMENT ONLY" and to add "RV PARKING SPACES MAY BE USED FOR VEHICULAR PARKING FOR GUESTS OR EMPLOYEES" to enable potential non-RV user/public guest access for RV park features/amenities, on an approximate 140.91 Acre Parcel, on Parcel Account Number 02781-000-00, Site Address 18365 NW 45<sup>th</sup> Avenue Road, Citra, FL 32113

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed, 5-1).

**260204SU – Carla L. Garcia**

Special Use Permit, to Allow a permanent food truck park, in a Neighborhood Business (B-1) zone, on an approximate 2.02 Acre Parcel, on Parcel Account Number 41577-001-00, No Address Assigned

Staff recommends approval with conditions. Planning and Zoning provided no recommendation due to a tie vote (motion to approve with conditions failed, 3-3).

**The following items on the BCC/P&Z Agenda were heard by the P&Z Commission on July 28, 2025, during the P&Z Commission Public Hearing**

**250502SU – Jacquelyn Brady & Fish Hawk Spirits, LLC**

Special Use Permit to Allow for the operation of an artisanal micro-distillery, in a General Agriculture (A-1) zone, on an approximate 2.13 Acre Tract, on Parcel Account Numbers 2091-008-003 and 2091-008-002, Site Address 16350 SW 20<sup>th</sup> Lane, Ocala, FL 34481

Staff recommends denial. Planning and Zoning recommends denial (motion passed unanimously, 5-0).

## Planning and Zoning Commission

### Recommendation Report for the February 17 & 18, 2026 BCC Public Hearing

The following items on the BCC/P&Z Agenda were heard by the P&Z Commission on March 31, 2025, during the P&Z Commission Public Hearing

#### **250407ZP – Southeast 73<sup>rd</sup> Avenue, LLC**

Zoning Change from Planned Unit Development (PUD) to Planned Unit Development (PUD) to amend the existing PUD to eliminate required vegetative buffering and replace with only 6' high privacy fences, add one additional lot to the PUD for a total of 159 units, and modify location and type of amenities, on a 39.94 Acre Parcel, Parcel Account Number 48347-000-00, Site Address 16205 SE 73<sup>rd</sup> Avenue, Summerfield, FL 34491

Staff recommends approval with conditions. Planning and Zoning recommends approval with conditions (motion passed unanimously, 7-0).

The following items on the BCC/P&Z Agenda were heard by the P&Z Commission on November 28, 2022, during the P&Z Commission Public Hearing

#### **221107ZP – Ocala Development Partners, LLC (Arden of Ocala)**

Requests Approval for the Final Planned Unit Development Master Plan (PUD 221107ZP) to allow for a maximum proposed total of 648 residential units, on an approximate 61.17 Acre Tract, on Parcel Account Numbers 37471-000-00, 37471-010-00, 37471-013-00, 9018-0000-06 and 9018-0327-33, Site Addresses 6670, 6690, and 6650 SE Maricamp Road, 5700 SE 67<sup>th</sup> Avenue, and 15 Pine Trace Course, Ocala, FL 34472

Staff recommends denial. Planning and Zoning recommends approval with conditions (motion passed unanimously, 5-0).

The following items on the BCC/P&Z Agenda will serve as the first of two required public hearings. The second public hearing is to be determined at the February 18, 2026, meeting

#### **25-DM01 – Golden Ocala Equestrian Land, LLC, Equestrian Operations, LLC, Roberts Development Corporation, RLR Investments, LLC**

This is the first of two public hearings to consider approving a Second Amendment to the Development Agreement. The amendment would remove the existing prohibition on concerts at Golden Ocala and may also revise provisions related to the developer's concurrency obligations, impact fee credits, and required transportation improvements.

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.

The Marion County Planning and Zoning Commission met on January 26, 2026, at 5:30 pm in the Board of County Commissioners Auditorium, 601 SE 25<sup>th</sup> Avenue, Ocala, Florida.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Michael Behar led the Invocation and the Pledge of Allegiance.

**CALL TO ORDER**

Board members present were Vice Chair Greg Lord, Michael Behar, Jerry Lourenco, Andy Bonner, Danny Gaekwad, Donald Johnson, and Alternate Paul Stentiford.

Staff members present were County Attorney Guy Minter, Assistant County Attorney Tracy Straub, Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Senior Planner Chris Rison, Kathleen Brugnoli, Ken Odem, Sarah Wells, Jared Rivera, Traffic Operations Manager Chris Zeigler, Administrative Manager Autumn Williams, and Staff Assistant IV Kimberly Lamb.

**ACKNOWLEDGEMENT OF PROOF OF PUBLICATION AND MAILING AND POSTING OF NOTICE**

Kimberly Lamb read the Proof of Publication and the Affidavit of Mailing and Posting of Notice and advised that the meeting was properly advertised.

**EXPLANATION OF PROCEDURE FOR HEARING REQUESTS**

Vice Chair Greg Lord and County Attorney Guy Minter explained the procedure for hearing requests to the audience.

**1. Items on the Consent Agenda**

**260201SU – C&K 9A, LLC**

Special Use Permit to Allow for parking of Commercial Vehicles and Outdoor Storage, in a Community Business (B-2) zone, on an approximate 8.58 Acre Parcel, on Parcel Account Number 1801-000-001, Site Address 4860, 4880, and 4900 US Highway 41, Dunnellon, FL 34432

**260206ZC – Mike Kirby, Amber Kirby, and Roberta Patton**

Zoning Change from General Agriculture (A-1) to Single-Family Dwelling (R-1) zone for all permitted uses, on an approximate ±4.01 Acre Portion of an overall ±6.23 Acre Parcel, on Parcel Account Number 39279-010-00, Site Address 8107 and 8111 E Highway 25, Belleview, FL 34420

Danny Gaekwad made a motion to agree with the staff’s findings and recommendations, and recommend approval of the applications on the consent agenda as amended because they will not adversely affect the public interest, are consistent with the Marion County Comprehensive Plan, and are compatible with the surrounding land uses. Seconded by Michael Behar. The motion passed unanimously, 6-0.

**2. Consider the Following Individual Requests**

**25-S14 – Pecan Hollow Farms LLC (CASE WITHDRAWN BY APPLICANT)**

Land Use Change, from Low Residential (LR), Commercial (COM), and Medium Residential (MR) to Rural Land (RL), on an approximate 10.40 Acre Parcel, on Parcel Account Number 14113-001-00, Site Address 9945 NE Jacksonville Road, Anthony, FL 32617

This item was withdrawn by the applicant and not heard.

**251208ZC – Pecan Hollow Farms LLC (CASE WITHDRAWN BY APPLICANT)**

Zoning Change, from General Agriculture (A-1), Community Business (B-2), and Single-Family Dwelling (R-1) to General Agriculture (A-1) zone, for all permitted uses, on an approximate 6.74 acre portion of an approximate 10.40 Acre Parcel, on Parcel Account Number 14113-001-00, Site Address 9945 NE Jacksonville Road, Anthony, FL 32617

This item was withdrawn by the applicant and not heard.

**260202SU – Blue Sky Towers IV, LLC (PULLED FROM CONSENT)**

Special Use Permit to Allow for a new 225’ (feet) Telecommunications Tower, in a General Agriculture (A-1) zone, an approximate 10.0 Acre Parcel, on Parcel Account Number 20909-022-01, No Address Assigned

Planner Sarah Wells, Growth Services, presented the case and read the report into the record. Staff recommends approval with conditions.

Attorney Mary Solik, 121 S. Orange Avenue, STE 1500, Orlando, FL 32801, on behalf of the property owner and applicant, addressed the Board.

Andy Bonner made a motion to agree with the staff’s findings and recommendation and recommend approval with conditions of this application because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Michael Behar. The motion passed unanimously, 6-0.

**260207ZP – 8 M Holdings, LLC (PULLED FROM CONSENT)**

Zoning Change for a modification of Planned Unit Development (PUD 170419ZP) to revise existing plan text to delete the language "PROPOSED CONVENIENCE/STORE/LAUNDROMAT/HAIR SALON. THIS CONVENIENT STORE WILL SERVE THE OAKWATER VILLAGE DEVELOPMENT ONLY" and to add "RV PARKING SPACES MAY BE USED FOR VEHICULAR PARKING FOR GUESTS OR EMPLOYEES" to enable potential non-RV user/public guest access for RV park features/amenities, on an approximate 140.91 Acre Parcel, on Parcel Account Number 02781-000-00, Site Address 18365 NW 45<sup>th</sup> Avenue Road, Citra, FL 32113

Planner Chris Rison, Growth Services, presented the case and read the report into the record. Staff recommends approval with conditions.

Fred Roberts, 40 SE 11<sup>th</sup> Avenue, Ocala, FL 34471, on behalf of the property owner and applicant, addressed the Board.

The following members of the public spoke during Public Comment:

1. Busy Shires - 4899 NW 90<sup>th</sup> Avenue, Ocala
  - Opposed - She explained that while she does not oppose the plans themselves, she objects to the proposed text-amendment changes, stating they are incompatible with the surrounding area. For the record, she referenced Policy 3.3.1.
2. Tim Gant - 17820 SW 3<sup>rd</sup> Street, Micanopy
  - Opposed - Concurs with what Busy Shires previously stated, additionally mentions that the proposed modification is inconsistent with the existing rural character. He further noted that the "theme park" concept is not compatible with the surrounding area.
3. Karen Peterson - 4400 W Highway 318, Citra
  - Opposed - Concurs with what Busy Shires previously stated and further expressed concerns about traffic impacts. She fears eminent domain of her property may be necessary to construct acceleration and deceleration lanes to accommodate the increased traffic.

Michael Behar made a motion to disagree with the staff's findings and recommendation and recommend denial of this application because it will adversely affect the public interest, is not consistent with the Marion County Comprehensive Plan, and is not compatible with the surrounding land uses. This motion failed due to a lack of a second.

A second motion by Andy Bonner was made to agree with the staff's findings and recommendation and recommend approval with conditions of this application because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Donald Johnson. The motion passed, 5-1, with Michael Behar dissenting.

### **260204SU – Carla L. Garcia**

Special Use Permit, to Allow a permanent food truck park, in a Neighborhood Business (B-1) zone, on an approximate 2.02 Acre Parcel, on Parcel Account Number 41577-001-00, No Address Assigned

Planner Jared Rivera, Growth Services, presented the case and read the report into the record. Staff recommends approval with conditions.

Walter Pimentel, 5466 Blue Azure Drive, Wimauma, FL 33598, on behalf of the property owner and applicant, addressed the Board.

The following members of the public spoke during Public Comment:

1. Kerry McGee – 13200 SE 47<sup>th</sup> Court, Belleview
  - Opposed – concerns about the noise, additional garbage, increased traffic, sanitary facilities, and possible increased homeless population this may bring. Comments on the previous food truck park failed because it didn't meet the required conditions.
2. Mark Baker – 13117 SE 49<sup>th</sup> Court, Belleview
  - Opposed – stated traffic is already a problem, and this project would make it worse. He believes this use will lower the surrounding property values and noted that the surrounding community already manages trash cleanup for the existing Dollar General, with this development potentially adding even more waste. He added that he moved to the area for a quiet lifestyle, and does not want additional burdens.
3. Mary Bennett – 13159 SE 49<sup>th</sup> Court, Belleview
  - Opposed – She expressed concerns about nighttime and early-morning noise. She stated that she felt blindsided by how she learned about the project. She also disagrees with the proposed traffic flow through Dollar General and raised safety concerns about individuals loitering on the property.

4. Jason Terry – 13451 SE 46<sup>th</sup> Court, Belleview
  - Opposed – He cited concerns about increased garbage and additional traffic already brought on by recent development. He noted that he has contacted the police three to four times for various issues and believes residents are being left to deal with the consequences.
5. Patty Tarter – 13318 SE 49<sup>th</sup> Court, Belleview
  - Opposed – concerns about noise, increased garbage, the increased presence of rats, and the proposed hours of operation. She also stated that she does not believe the signs were posted correctly to notify the public about the special use permit.
6. Marilyn Thorell – 13339 SE 49<sup>th</sup> Court, Belleview
  - Opposed – She stated that she does not want this project in her backyard and feels it will compromise her safety. She believes it will worsen the homeless population and increase crime, and she also raised safety concerns for children in the area.
7. Lyle Thorell – 13339 SE 49<sup>th</sup> Court, Belleview
  - Opposed – concerns about an increased number of people in the neighborhood. He stated that he does not feel he could defend himself if necessary, and mentioned concerns about drainage issues this may cause.
8. Chris Becker – 13289 SE 49<sup>th</sup> Court, Belleview
  - Opposed – concerns about odors from bathrooms and grease traps, as well as the potential for rats. She emphasized that the community is close-knit and neighbors look out for one another. She also noted that traffic is already problematic and believes this project would make it worse.
9. William Kramer, Jr. – 4861 SE 130<sup>th</sup> Place, Belleview
  - Opposed - concerns about noise, air pollution, and restroom facilities.
10. Marion Shomer – 13019 SE 49<sup>th</sup> Court, Belleview
  - Opposed – concerns about odors and stated that the noise could frighten horses in the area. She also noted that the project would create additional costs for the county.
11. Lisa Kreiner – 13460 SE 47<sup>th</sup> Avenue, Belleview
  - Opposed – She expressed concerns for existing traffic issues, noting she has witnessed more than 20 accidents since living here. She added that it currently takes her 15–20 minutes to pull out of her driveway and get through the intersection.
12. Nicole Grant – 13279 SE 49<sup>th</sup> Court, Belleview
  - Opposed – She stated that the proposed plastic fencing would not prevent people from entering the property. She also raised safety concerns, asking who would protect residents from individuals loitering near the retention pond.
13. Mark Gratton – 13117 SE 49<sup>th</sup> Court, Belleview
  - Opposed – concerns about additional trash, noting that he already picks up litter from the existing Dollar General. He also mentioned existing traffic issues and noise from generators, and stated that he wants to keep the area beautiful.

14. Wesley Valentine – 4145 SW 134<sup>th</sup> Street, Ocala

- Support - feels like there are food trucks everywhere, and it will be better to have them all in one place. If this doesn't happen, something else will come and won't have a say.

Jerry Lourenco made a motion to agree with the staff's findings and recommendation and recommend approval with conditions of this application because it will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Seconded by Danny Gaekwad. The motion failed, 3-3, with Donald Johnson, Andy Bonner, and Michael Behar dissenting.

**3. Other Business**

Vice Chair Greg Lord reminded the board that the Planning Officials Training is scheduled for April 9, 2026. Deputy Director Ken Weyrauch provided an overview and will present additional information at the February 23, 2026, meeting.

**4. Review the Minutes of the Previous Meeting**

Danny Gaekwad made a motion to approve the minutes from the December 29, 2025, Planning and Zoning Commission meeting. Seconded by Andy Bonner. The motion passed unanimously, 6-0.

**ADJOURNMENT**

The meeting adjourned at 7:45 PM

Attest:

\_\_\_\_\_  
Greg Lord, Vice Chairman

\_\_\_\_\_  
Autumn Williams  
Administrative Manager

## Planning & Zoning Attendance Report

<b>2026</b>		January	February	March	April	May	June	July	August	September	October	November	December
Michael Behar	Board Member	X											
Danny Gaekwad	Board Member	X											
Greg Lord	Board Member	X											
Jerry Lourenco	Board Member	X											
Michael Kroitor	Board Member												
Andy Bonner	Board Member	X											
Donald Johnson	Board Member	X											
*Len Racioppi	Alternate												
*Paul Stentiford	Alternate	*											

- N/A

X Present; attendance is counted towards quorum

\* Alternate Present; attendance not counted towards quorum

## County-wide Development Map

A map of various residential planned unit development (PUD) projects approved within unincorporated Marion County since 2016 can be viewed at:

<https://marioncountyfl.maps.arcgis.com/apps/mapviewer/index.html?webmap=2dd674d3c3ae4a579e6f64f113873e90>

or by linking through this QR Code:



Projects are labelled as:

- APPROVED - Land Use or Zoning change has been approved by the Board of County Commissioners.
- DEVELOPMENT REVIEW - Site plan for approved application is in review.
- BUILDING PERMITTING - Site plan for approved application has been approved by the Development Review Committee and can apply for building permit(s) or has built.
- PENDING – Application has been submitted and is in consideration for a Land Use or Zoning change.
- DENIED – Application was denied a Land Use or Zoning change.

This map is intended to provide a visual reference only and is updated every 3 – 4 months. This map should not be relied on for project accuracy. For project details, please contact the Marion County Growth Services Department by telephone at 352-438-2600 or via email at [Planning@MarionFL.org](mailto:Planning@MarionFL.org).



# Marion County

## Board of County Commissioners Planning and Zoning

### Agenda Item

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**File No.:** 2026-21961

**Agenda Date:** 2/18/2026

**Agenda No.:** 1.2.1.

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**SUBJECT:**

**250407ZP - Southeast 73<sup>rd</sup> Avenue, LLC, Approval for the Final Planned Unit Development Master Plan for a maximum proposed total of 159 lots, 39.94 Acre Parcel, Parcel 48347-000-00, Site Address 16205 SE 73<sup>rd</sup> Avenue, Summerfield, FL 34491**

**INITIATOR:**

**Kenneth Weyrauch, Deputy Director**

**DEPARTMENT:**

**Growth Services**

**DESCRIPTION/BACKGROUND:**

Tillman and Associates Engineering, LLC, on behalf of Southeast 73rd Avenue, LLC, has requested approval of the Planned Unit Development (PUD) Master Plan (Parcel 48347-000-00). The PUD Concept Plan Amendment was approved with conditions on April 15, 2025. The approved PUD includes 159 single-family residential units and associated amenities. The Master Plan illustrates the layout of the approved PUD Concept Plan, updated amenity area plan, and revised buffer plan. The site is located outside of the Urban Growth Boundary and within the Secondary Springs Protection Zone.

The following is a brief history of prior approvals leading up to the current request: The property was rezoned from its original General Agriculture (A-1) zoning classification to Single-Family Dwelling (R-1) in 2010. The initial Heritage Oaks Village PUD, rezoned from R-1, was approved in 2016 to allow 130 residential lots on 39.67 acres. In the same application, the termination of a Developer's Agreement was granted. The PUD with an updated concept plan was requested again and approved in 2022 to increase the total residential lots to 158 units.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Receive public comment and provide direction to staff, if any, and motion to approve the Southeast 73rd Avenue, LLC Planned Unit Development Final PUD Master Plan.

*Tillman & Associates*  
ENGINEERING, LLC.

January 7, 2026

Growth Services  
2710 East Silver Springs Blvd.  
Ocala, FL 34471

RE: Southeast 73<sup>rd</sup> Avenue, LLC PUD – 2504072ZP  
PARCEL: 48347-000-00

Case # 2504072ZP was an amendment to previously approved case # 220919ZP. On April 14<sup>th</sup>, 2025, it was approved with conditions. One of the conditions stated the project's final PUD Master Plan, *or equivalent*, 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. Please accept this letter as a request to be considered by the Board for final approval. Please provide the timing and cost of the advertisement. Included in this submittal is a copy of resolution 25-R-118 with responses addressing each condition. The approved Preliminary Plat as equivalent to Master Plan is in your records under AR # 30723. An approved stamped preliminary plat set is also provided. Additionally, a supplement sheet that demonstrates the layout of the amenity area is provided. Although this does not reflect the same layout on the approved preliminary plat, it is our intention to revise the improvement plan to reflect the same layout as shown on the supplemental sheet. At the request of the BCC, the amenity layout has been revised in order to preserve trees on the northern portion of the amenity site. Essentially the same amount of amenities is being provided with just the specific placement of amenities being modified.

Items included:

- Responses to Conditions per Resolution 25-R-118
- Approved pre-plat set as substitute master plan
- Supplement amenity sheet.

Sincerely,

Jon Harvey

Planning Technician

## ORDINANCE NO. 25-12

### AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING REZONING AND SPECIAL USE PERMIT APPLICATIONS AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted petition(s) for rezoning and/or special use permits and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing and has approved the applications contained in this ordinance. Now therefore,

**BE IT ORDAINED** by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. REZONING AND SPECIAL USE PERMIT APPROVALS.** The Board hereby approves the below-listed applications for Rezoning and Special Use Permits. NOTE: The terms and conditions of Board approvals of the Special Use Permits and Planned Unit Developments are stated in the Board Resolution corresponding to each Special Use and Planned Unit Development Permit Petition shown below.

1. **AGENDA ITEM 1.1.1. 250401ZC** – BamCore-Florida, LLC, Zoning Change from Multiple-Family Dwelling (R-3) to Light Industrial (M-1), for all permitted uses, 2.77 acre parcel, on Parcel Account Number 9030-0727-01, No address assigned.
2. **AGENDA ITEM 1.1.2. 250403ZC** – Java Homes Investment, LLC, Zoning Change from Regional Business (B-4) to Rural Residential (RR-1), for all permitted uses, 0.23 acre parcel, on Parcel Account Number 2003-098-013, Site Address 15460 SW 41<sup>st</sup> Street Road, Ocala, FL 34481.
3. **AGENDA ITEM 1.1.3. 250404ZC** – WD Holt, LLC and Natcho Properties, LLC, Zoning Change from Rural Commercial (RC-1) to Regional Business (B-4), for all permitted uses, on an approximate ±2.05 acre portion of a ±19.19 acre parcel, on Parcel Account Number 41504-000-00, Site Address 1950 SE Highway 484, Belleview, FL 34420.

4. **AGENDA ITEM 1.1.4. 250405SU** – WD Holt, LLC and Natcho Properties, LLC, Special Use Permit to allow for outdoor storage, in a Regional Business (B-4) zone, on an approximate ±2.05 acre portion of a ±19.19 acre parcel, on Parcel Account Number 41504-000-00, Site Addresses 1950 SE Highway 484, Belleview, FL 34420.

**Subject to all terms and conditions of Resolution 25-R-117 attached hereto and incorporated herein by reference.**

5. **AGENDA ITEM 1.1.5. 250407ZP** – Southeast 73<sup>rd</sup> Avenue, LLC, Zoning Change from Planned Unit Development (PUD) to Planned Unit Development (PUD) to amend the existing PUD (220919ZP) to eliminate vegetative buffering and replace with only 6ft high privacy fences along the north, south, and east boundaries, modify amenities, and include one additional lot for a maximum proposed total of 159 lots, 39.94 acre parcel, on Parcel Account Number 48347-000-00, Site Address 16205 SE 73<sup>rd</sup> Avenue, Summerfield, FL 34491.

**Subject to all terms and conditions of Resolution 25-R-118 attached hereto and incorporated herein by reference.**

6. **AGENDA ITEM 1.2.3. 241211ZP** – Highway 27 West, LLC, Zoning Change from Planned Unit Development (PUD) to Planned Unit Development (PUD) to amend the existing PUD (210904Z) to allow for the project to connect to the City of Ocala Utilities in lieu of Marion County Utilities, on an ±11.37 acre portion of an ±18.98 acre parcel, on Parcel Account Number 21602-000-00, No address assigned.

**Subject to all terms and conditions of Resolution 25-R-119 attached hereto and incorporated herein by reference.**

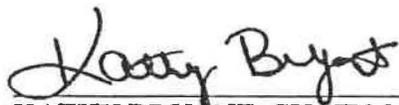
**SECTION 3. EFFECTIVE DATE.** A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office.

**DULY ADOPTED** in regular session this 14<sup>TH</sup> day of APRIL, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

  
\_\_\_\_\_  
GREGORY C. HARRELL, CLERK

  
\_\_\_\_\_  
KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE  
ON APRIL 24, 2025 ADVISING ORDINANCE WAS  
FILED ON APRIL 24, 2025.

## **RESOLUTION NO. 25-R-118**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT ON ±39.94 ACRES FOR SOUTHEAST 73<sup>RD</sup> AVENUE, LLC, ZONING CASE NUMBER 250407ZP; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an application for a Planned Unit Development was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on January 27, 2025; and

**WHEREAS**, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Monday, April 14, 2025. Now therefore,

**BE IT RESOLVED** by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. PLANNED UNIT DEVELOPMENT APPLICATION 250407ZP – Southeast 73<sup>rd</sup> Avenue, LLC**, the application requesting a Planned Unit Development, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Miles Anderson, Ocala, FL 34470, to amend the existing PUD (220919ZP), to eliminate vegetative buffering and replace with only 6ft high privacy fences along the north, south, and east boundaries, modify amenities, and include one additional lot for a maximum proposed total of 159 lots, on approximate 39.94 acre parcel, on Parcel Account Number 48347-000-00, Site Address 16205 SE 73<sup>rd</sup> Avenue, Summerfield, FL34491.

**SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS.** The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission recommending approval of the Planned Unit Development, and the Board approves the Planned Unit Development subject to the following development conditions:

1. The PUD shall consist of a total of 39.94 acres with a maximum of 159 residential homes and accompanying accessory amenities consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated 01/24/2025; attached).
2. Residential building heights shall be limited to 40' in height, consistent with residential uses within the LDC. Accessory structures shall be limited to 20' in height.

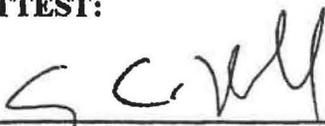
3. Buffers may be amended per the request of Southeast 73<sup>rd</sup> Avenue, LLC, if approved by the County Landscape Architect and shall be approved by the BOCC with the Final Master Plan.
4. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
5. The PUD shall provide at least 20% Open Space, consistent with the LDC.
6. Amenities shall include four pickleball courts, a playground, a picnic table, and small areas for outside recreation, as shown in the PUD Concept Plan (Dated 01/24/2025; attached).
7. The location of the northern and southern driveways shall be revised as needed to meet the satisfaction of the Office of the County Engineer. One of the two driveways may need to be converted to emergency access only as determined by the Office of the County Engineer.
8. A 25-foot-wide right-of-way shall be provided along SE 73<sup>rd</sup> Avenue. Sidewalk shall be provided on at least one side of internal roads.
9. The project shall be served by Marion County Utilities for central water services and central sewer services.
10. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

**SECTION 3. COMPLIANCE/REVOCAION.** Violation or failure to comply with one or more condition(s) of this Planned Unit Development shall be grounds for code enforcement action and/or repeal, in part and/or total, as related to this Planned Unit Development by the Board at a noticed public hearing.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the effective date of this Zoning Change's corresponding Rezoning and Special Use Permit Ordinance, No. 25-12.

**DULY ADOPTED** in regular session this 14<sup>th</sup> day of April, 2025.

**ATTEST:**

  
 \_\_\_\_\_  
 GREGORY C. HARRELL, CLERK

**BOARD OF COUNTY COMMISSIONERS  
 MARION COUNTY, FLORIDA**

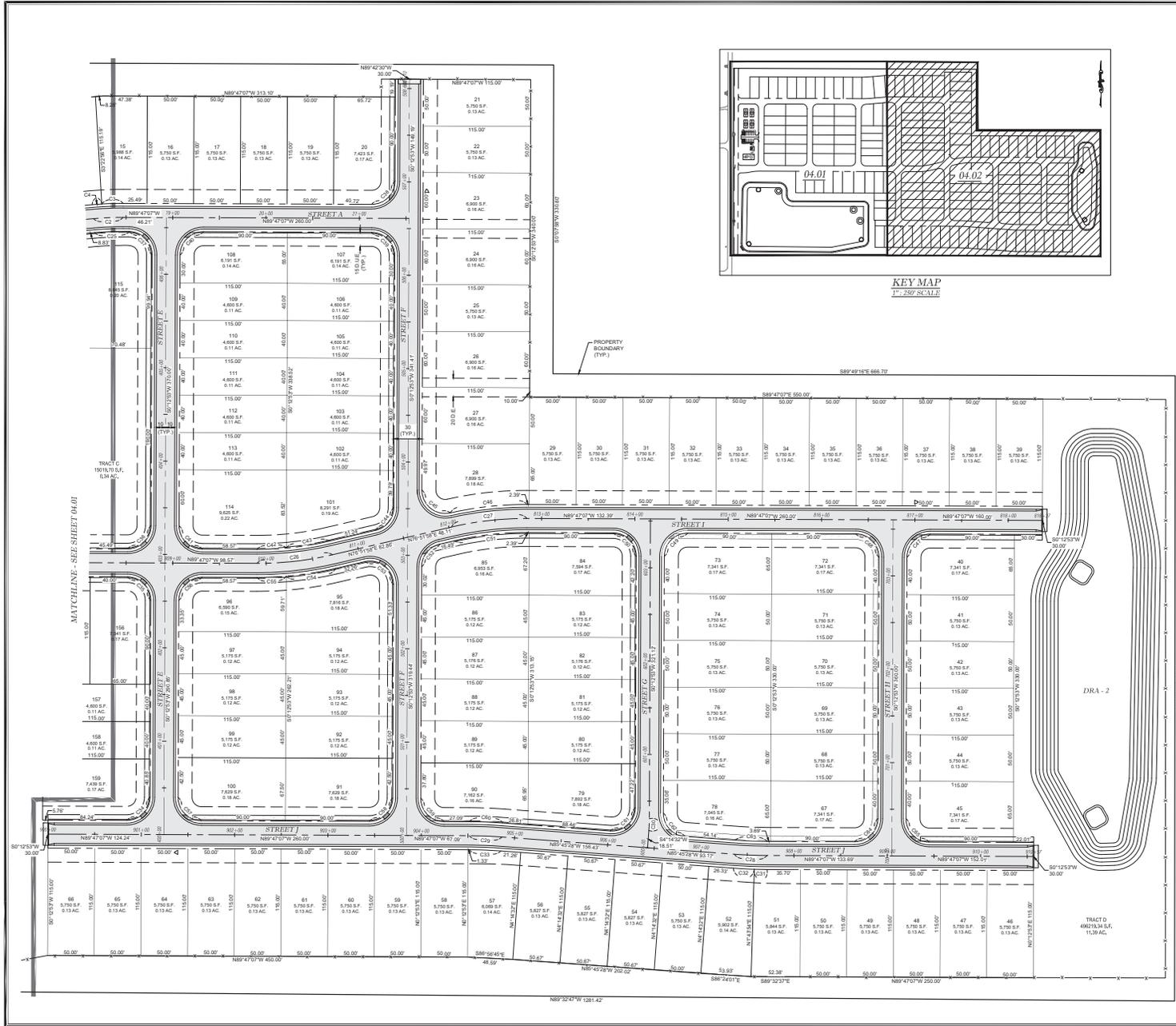
  
 \_\_\_\_\_  
 KATHY BRYANT, CHAIRMAN







A4



**NOTES:**

1. A METERED JUMPER CONNECTION WITH AN RP BACKFLOW PREVENTION ASSEMBLY IS REQUIRED BETWEEN THE EXISTING WATER MAIN AND NEWLY INSTALLED WATER MAIN UNLESS CLEARANCES HAVE BEEN APPROVED AND ACCEPTED BY THE DISTRICT. THE VALVE (OR VALVES) BETWEEN EXISTING AND PROPOSED SHALL REMAIN OPEN UNTIL AUTHORIZED PERSONNEL OF MARION COUNTY DEEM APPROPRIATE TO PLACE INTO SERVICE. WATER UTILIZED DURING CONSTRUCTION SHALL BE BILLED TO THE OWNER/PAYOR LISTED ON THE IMPROVEMENT PLANS. PLEASE ACKNOWLEDGE.
2. ALL FIRE HYDRANTS TO BE INSTALLED, TESTED, AND PAINTED ACCORDING TO FLOW RATES AND NFPA 291 BY A THIRD PARTY. A THIRD PARTY CONTRACTOR WILL PROVIDE THE MARION COUNTY FIRE PREVENTION OFFICE WITH A COPY OF THE HYDRANT FLOW DATA.
3. ALL FIRE HYDRANTS TO BE PAINTED ACCORDING TO FLOW RATES AND NFPA 291 STANDARDS.
4. REFER TO DETAIL UT 159 FOR UTILITIES OUTSIDE OF ROADWAY.
5. MINIMUM 6" SEPARATION BETWEEN WATER MAIN AND SIGNS TO ALLOW FOR REPAIR AND MAINTENANCE OF UTILITIES.
6. ALL PROPOSED SERVICES FOR IRRIGATION WILL REQUIRE A 1x30 DFW METER BOX INSTALLED TO GRADE WITH THE SERVICE BURIED AT METER INSTALLATION DEPTH.
7. CONTRACTOR / DEVELOPER TO ENSURE METER BOXES / CLEANOUTS ARE NOT IN CONFLICT WITH ANY DRIVEWAYS.

CONTRACTOR TO FIELD VERIFY ALL UTILITY LOCATIONS AND DEPTHS

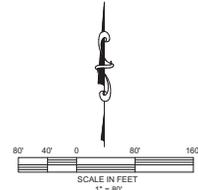
ALL PROPOSED POTABLE WATER AND SANITARY SEWER INFRASTRUCTURE SHALL COMPLY WITH THE LATEST MARION COUNTY SPECIFICATIONS.

**WATER LEGEND:**

- WATER MAIN
- FIRE HYDRANT ASSEMBLY (FHA)
- TEE
- BEND
- DOUBLE SERVICE
- SINGLE SERVICE
- GATE VALVE & BOX
- BLOW OFF ASSEMBLY
- SAMPLE POINT
- FH # FIRE HYDRANT NUMBER

**SANITARY SEWER LEG END:**

- SANITARY SEWER
- MANHOLE
- SANITARY MANHOLE NUMBER
- DOUBLE SERVICE
- SINGLE SERVICE



**DEVELOPMENT REVIEW COMMITTEE  
MARION COUNTY, FLORIDA**

APPLICATION #: 30723  
APPROVAL DATE: 5/19/25  
EXPIRATION DATE: 5/19/30

All construction shall conform to the construction standards contained in the Marion County Land Development Code, latest revision. Areas of right-of-way disturbed during construction shall be graded and sodded. Trees and masts may be used if approved by the County Engineer or designee.

**NOTICE:**  
The approval of these plans is limited to construction under the jurisdiction of Marion County and does not substitute nor waive the requirements of other agencies for additional permits, as applicable, by state and/or federal laws.

**Tillman & Associates**  
ENGINEERS, LLC  
CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE - ENVIRONMENTAL  
1720 SE 16th Ave, Box 100, Ocala, FL 34477  
Office: (352) 367-5540 Fax: (352) 367-4545  
CERTIFICATE OF AUTHORIZATION #26796

Marion County Approval Stamp

REVISIONS

DATE

PRELIMINARY PLAT  
HERITAGE OAKS  
MARION COUNTY, FLORIDA

DATE: 4/16/2025  
DRAWN BY: JS  
CHECKED BY: TR  
JOB NO.: 22-8128

SH: 04.01

Attachment A  
MASTER UTILITY A



A 5



A 7



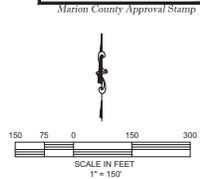
**DEVELOPMENT REVIEW COMMITTEE**  
**MARION COUNTY, FLORIDA**

APPLICATION #: 30723  
 APPROVAL DATE: 5/19/25  
 EXPIRATION DATE: 5/19/30

All construction shall conform to the construction standards contained in the Marion County Land Development Code, latest revision. Areas of right-of-way disturbed during construction shall be graded and sodded. Seeds and mulch may be used if approved by the County Engineer or designer.

**NOTICE**  
 The approval of these plans is limited to construction under the jurisdiction of Marion County and does not substitute nor waive the requirements of other agencies for additional permits, as applicable, by state and/or federal laws.

**Tillman & Associates**  
 ENGINEERING, LLC  
 CIVIL ENGINEERING - SURVEYING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL  
 1720 SE 16th Ave, Bldg 100, Ocala, FL 34471  
 Office: (352) 367-4540 Fax: (352) 367-7545  
 CERTIFICATE OF AUTHORIZATION #26796



REVISIONS	DATE

PRELIMINARY PLAT  
 HERITAGE OAKS  
 MARION COUNTY, FLORIDA

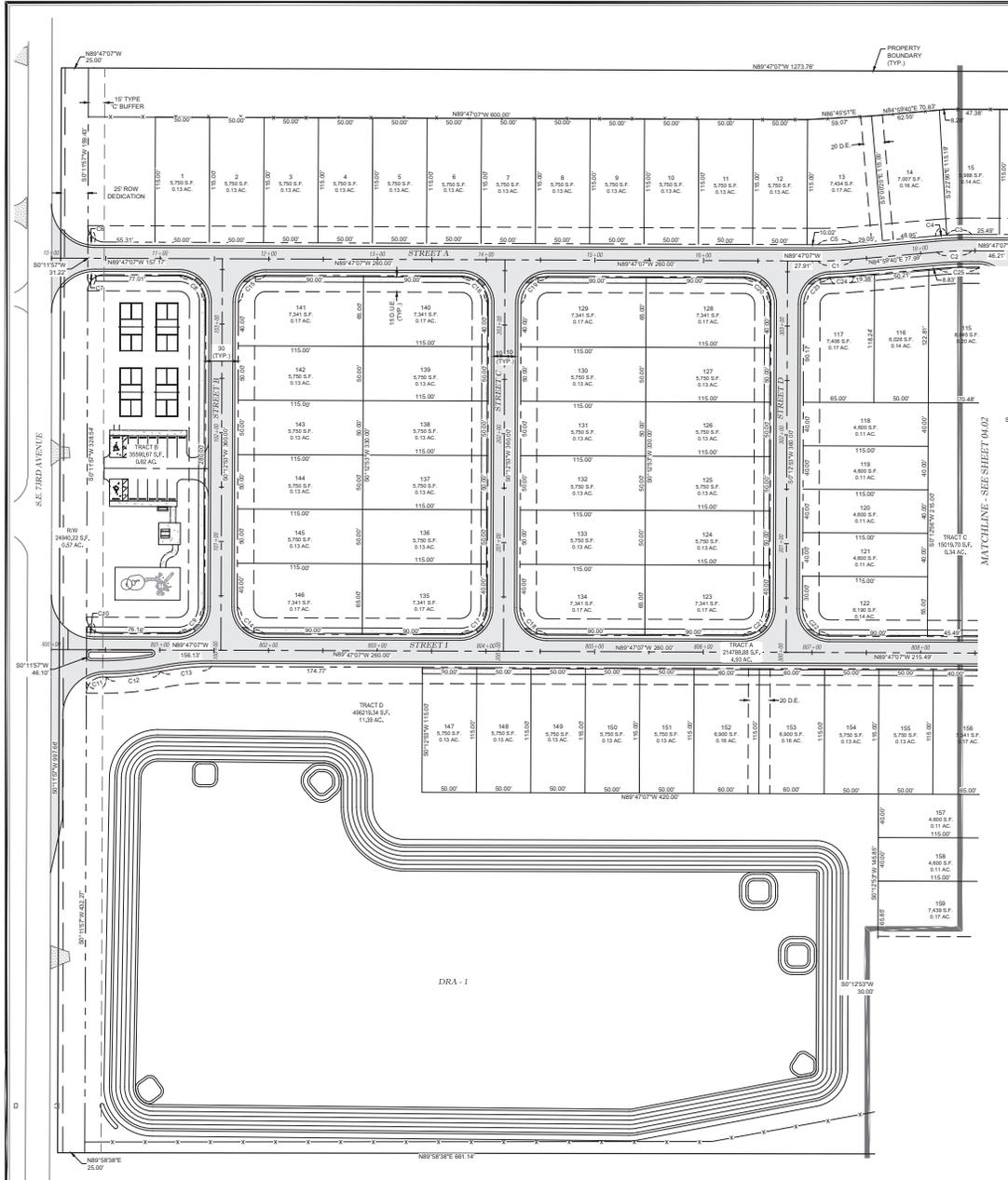
DATE: 4/16/2025  
 DRAWN BY: JS  
 CHECKED BY: TR  
 JOB NO.: 22-5128

SHW\_02.01

Attachment A7

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

A8



NOTES:

- ALL RIGHT-OF-WAY RADII AT INTERSECTIONS TO BE 30'
- PRIVATE ROAD STATUS WITH 30' RIGHT-OF-WAY WIDTH TOGETHER WITH 15.00' UTILITY EASEMENT
- TRACTS A, C & D ARE RESERVED FOR LANDSCAPING (IRRIGATION DRAINAGE & UTILITIES MAINTENANCE, INGRESS, EGRESS, STORAGE AND SUCH OTHER PURPOSES THAT ARE LEGALLY PERMITTED.
- STREET RIGHT-OF-WAYS DELINEATED AS TRACT LINES COMMON AREAS
- ALL LOTS IN THIS SUBDIVISION WILL BE SERVED BY CENTRAL WATER AND SEWER
- ALL UTILITIES IN THIS SUBDIVISION SHALL USE INTERNAL SUBSURFACE ROADWAYS FOR DRIVEWAY/QUALITY ACCESS
- ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE MARION COUNTY LAND DEVELOPMENT CODE
- HOME OWNERS ASSOCIATION SHALL BE FORMED FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS
- WATER SEWER UTILITIES PROVIDED BY MARION COUNTY UTILITIES DEPARTMENT
- H.O.A. IS RESPONSIBLE FOR THE STORM WATER MAINTENANCE
- ADDITIONAL PERMITS WILL BE REQUIRED FOR MONUMENT SIGNAGE

BUFFER:

TYPE 'E' BUFFER: BUFFER SHALL CONSIST OF A 5.00' WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST FOUR SHADE TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF. SHRUBS SHALL BE PLANTED IN A DOUBLE STAGED ROW AND BE CAPABLE OF REACHING A MAINTENANCE HEIGHT OF 6 FEET WITHIN THREE YEARS. GROUND COVERS AND/OR TURFGRASS SHALL NOT BE USED IN THIS BUFFER.

TYPE 'C' BUFFER: C-TYPE BUFFER SHALL CONSIST OF A 15.00' 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 TURFGRASS SHALL COMPREHEND 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.

MOD. C-TYPE BUFFER SHALL CONSIST OF A 10.00' 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 TURFGRASS SHALL COMPREHEND 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.

CL CURVE DATA:

SEGMENT	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	5°19'31"	350.00	31.89	31.89	S87°36'16"W
C2	5°19'31"	350.00	31.89	31.89	S87°36'16"W

CURVE DATA:

SEGMENT	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	3°35'49"	365.00	22.91	22.91	N88°24'58"E
C4	1°37'24"	365.00	10.34	10.34	N89°48'22"E
C5	1°19'13"	350.00	30.51	30.51	N87°36'16"E
C6	10°23'37"	35.00	6.30	6.34	S84°32'12"E
C7	11°03'04"	35.00	6.70	6.74	S84°41'21"W
C8	90°00'00"	25.00	39.27	35.36	N44°47'07"W
C9	90°00'00"	25.00	39.27	35.36	N45°12'53"E
C10	12°19'19"	35.00	7.53	7.51	S83°37'27"E
C11	31°23'07"	35.00	19.17	18.93	S73°56'55"W
C12	10°54'15"	265.00	50.43	50.36	S84°11'19"W
C13	11°28'42"	255.00	47.08	47.00	S84°28'32"W
C14	90°00'00"	25.00	39.27	35.36	S44°47'07"E
C15	90°00'00"	25.00	39.27	35.36	S45°12'53"W
C16	90°00'00"	25.00	39.27	35.36	N44°47'07"W
C17	90°00'00"	25.00	39.27	35.36	N45°12'53"E
C18	90°00'00"	25.00	39.27	35.36	S44°47'07"E
C19	90°00'00"	25.00	39.27	35.36	S45°12'53"W
C20	90°00'00"	25.00	39.27	35.36	N44°47'07"W
C21	90°00'00"	25.00	39.27	35.36	N45°12'53"E
C22	90°00'00"	25.00	39.27	35.36	S44°47'07"E
C23	90°00'00"	25.00	39.27	35.36	S44°47'07"W
C24	3°22'50"	365.00	21.54	21.54	S84°10'17"W
C25	8°22'06"	355.00	37.22	37.22	S88°10'47"W

Summary

FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL SINGLE-FAMILY

TOTAL SINGLE FAMILY LOTS: 150 LOTS

PROJECT AREA: 39.95 ACRES

TOTAL RESIDENTIAL AREA: 2.98 ACRES

RESIDENTIAL RW: 4.93 ACRES (TRACT A)

TOTAL TRACTS: 4 TRACTS

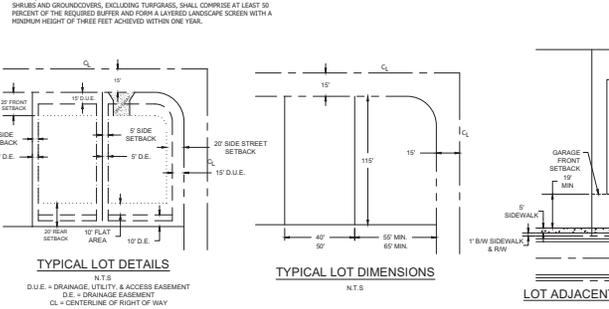
GROSS DENSITY: 4.03 UNITS / ACRE

LOT AREA: 2.65 ACRES

ROAD LENGTH: 1.38 MILES

WATER SUPPLY: CENTRAL

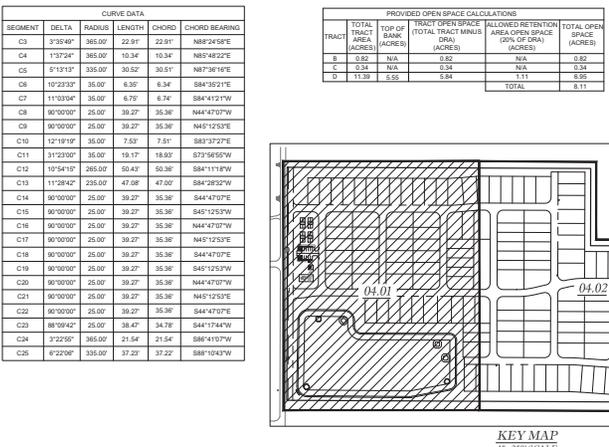
SEWER DISPOSAL SYSTEM: CENTRAL



PROVIDED OPEN SPACE CALCULATIONS

TRACT	TOTAL TRACT AREA (ACRES)	TOP OF BANK AREA (ACRES)	ALLOWED REDUCTION (20% OF DRA) (ACRES)	RETENTION AREA (ACRES)	TOTAL OPEN SPACE (ACRES)
A	0.82	N/A	0.82	N/A	0.82
B	0.84	N/A	0.84	N/A	0.84
C	11.39	5.55	5.84	5.11	6.95
D				5.11	6.11
TOTAL					20.52

MINIMUM REQUIRED OPEN SPACE = 0.20 X 39.95 = 7.99 AC.



DEVELOPMENT REVIEW COMMITTEE  
MARION COUNTY, FLORIDA

APPLICATION #: 30723

APPROVAL DATE: 5/19/25

EXPIRATION DATE: 5/19/30

NOTE: All construction shall conform to the construction standards contained in the Marion County Land Development Code, latest revision. Areas of right-of-way dedicated during construction shall be dewatered and sodded. Trees and mulch may be used if approved by the County Engineer or designer.

The approval of these plans is limited to construction under the jurisdiction of Marion County and does not substitute nor waive the requirements of other agencies for additional permits, as applicable, by state and/or federal laws.

Marion County Approval Stamp

REVISIONS

DATE	REVISIONS

PRELIMINARY PLAT  
HERITAGE OAKS  
MARION COUNTY, FLORIDA

DATE: 4/16/2025

DRAWN BY: JIS

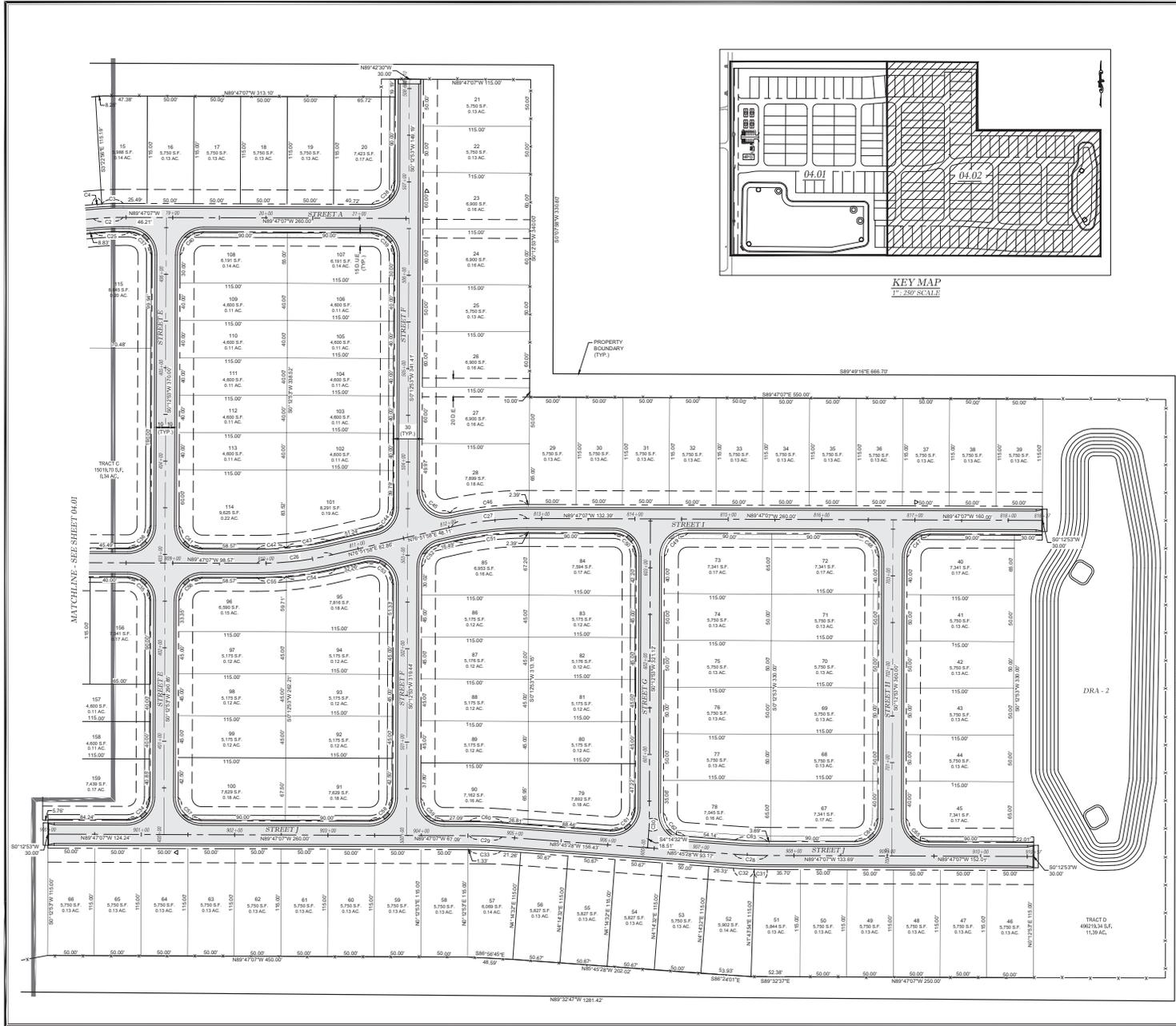
CHECKED BY: TP

JOB NO.: 22-5128

GEOMETRY PLAN

SHT. 04.01

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER



**NOTES:**

1. A METERED JUMPER CONNECTION WITH AN RP BACKFLOW PREVENTION ASSEMBLY IS REQUIRED BETWEEN THE EXISTING WATER MAIN AND NEWLY INSTALLED WATER MAIN UNLESS ALL CLEARANCES HAVE BEEN APPROVED AND ACCEPTED BY THE DISTRICT. THE VALVE (OR VALVES) BETWEEN EXISTING AND PROPOSED SHALL REMAIN OFF UNTIL AUTHORIZED PERSONNEL OF MARION COUNTY DEEM APPROPRIATE TO PLACE INTO SERVICE. WATER UTILIZED DURING CONSTRUCTION SHALL BE BILLED TO THE OWNER/PAYOR LISTED ON THE IMPROVEMENT PLANS. PLEASE ACKNOWLEDGE.
2. ALL FIRE HYDRANTS TO BE INSTALLED, TESTED, AND PAINTED ACCORDING TO FLOW RATES AND NFPA 291 BY A THIRD PARTY. A THIRD PARTY CONTRACTOR WILL PROVIDE THE MARION COUNTY FIRE PREVENTION OFFICE WITH A COPY OF THE HYDRANT FLOW DATA.
3. ALL FIRE HYDRANTS TO BE PAINTED ACCORDING TO FLOW RATES AND NFPA 291 STANDARDS.
4. REFER TO DETAIL UT 159 FOR UTILITIES OUTSIDE OF ROADWAY.
5. MINIMUM 6" SEPARATION BETWEEN WATER MAIN AND SIGNS TO ALLOW FOR REPAIR AND MAINTENANCE OF UTILITIES.
6. ALL PROPOSED SERVICES FOR IRRIGATION WILL REQUIRE A 1x30 DFW METER BOX INSTALLED TO GRADE WITH THE SERVICE BURIED AT METER INSTALLATION DEPTH.
7. CONTRACTOR / DEVELOPER TO ENSURE METER BOXES / CLEANOUTS ARE NOT IN CONFLICT WITH ANY DRIVEWAYS.

CONTRACTOR TO FIELD VERIFY ALL UTILITY LOCATIONS AND DEPTHS

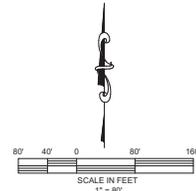
ALL PROPOSED POTABLE WATER AND SANITARY SEWER INFRASTRUCTURE SHALL COMPLY WITH THE LATEST MARION COUNTY SPECIFICATIONS.

**WATER LEGEND:**

- WATER MAIN
- FIRE HYDRANT ASSEMBLY (FHA)
- TEE
- BEND
- DOUBLE SERVICE
- SINGLE SERVICE
- GATE VALVE & BOX
- BLOW OFF ASSEMBLY
- SAMPLE POINT
- FH # FIRE HYDRANT NUMBER

**SANITARY SEWER LEG END:**

- SANITARY SEWER
- MANHOLE
- SANITARY MANHOLE NUMBER
- DOUBLE SERVICE
- SINGLE SERVICE



**DEVELOPMENT REVIEW COMMITTEE**  
**MARION COUNTY, FLORIDA**  
 APPLICATION #: 30723  
 APPROVAL DATE: 5/19/25  
 EXPIRATION DATE: 5/19/30

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**Tillman & Associates**  
 ENGINEERS, LLC  
 CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE - ENVIRONMENTAL  
 1720 SE 16th Ave, Box 100, Ocala, FL 34477  
 Office: (352) 367-5540 Fax: (352) 367-4545  
 CERTIFICATE OF AUTHORIZATION # 26796

Marion County Approval Stamp

REVISIONS

DATE

PRELIMINARY PLAT  
 HERITAGE OAKS  
 MARION COUNTY, FLORIDA

DATE: 4/16/2025  
 DRAWN BY: JS  
 CHECKED BY: TR  
 JOB NO.: 22-8128

SH: 04.01

Attachment A



A 10





**DEVELOPMENT REVIEW COMMITTEE  
MARION COUNTY, FLORIDA**

APPLICATION #: 30723  
APPROVAL DATE: 5/19/25  
EXPIRATION DATE: 5/19/30

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NO.	REVISIONS	BY	DATE
1.	ADDITIONAL ROADWAY	MRD	11/7/2024
2.	ADD A.C. WATER MAIN PER CR 42 ASBESTOS	MRD	10/16/2024

SCALE:	1" = 50'
DRAWN:	M.A.
REVISIONS:	
CHECKED:	C.J.H.
APPROVED:	C.J.H.

**JCH**  
CONSULTING ENGINEERS, P.L.L.C.  
LAND DEVELOPMENT, SURVEYING, PLANNING, ENVIRONMENTAL, & GIS  
10000 W. UNIVERSITY BLVD., SUITE 1000, GAITHERSBURG, MD 20878  
TEL: 301.281.1100 FAX: 301.281.1101  
WWW.JCHCONSULTANTS.COM

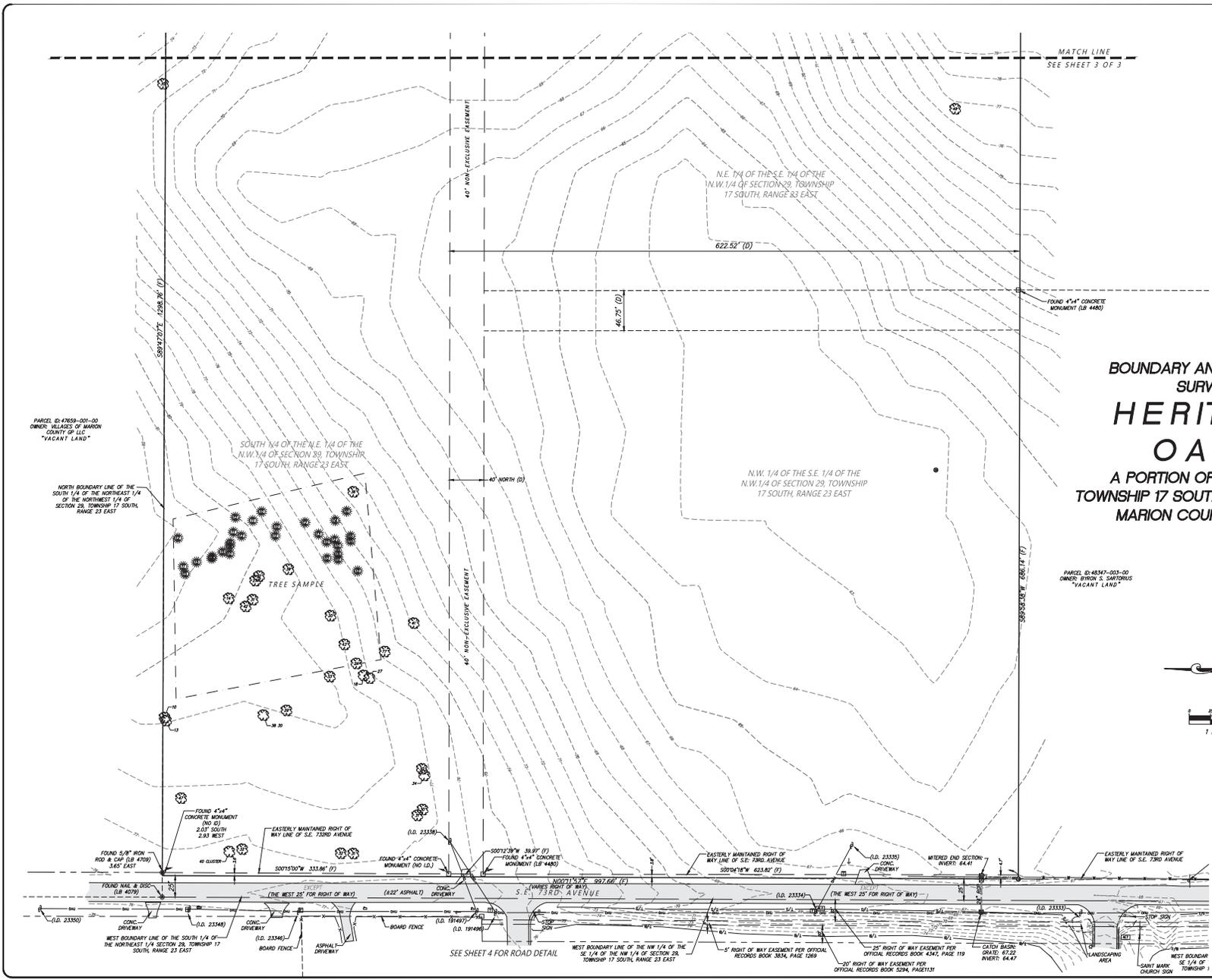
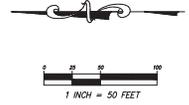
**PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY  
-FOR-  
SOUTHEAST 73RD AVE LLC**

FIELD BOOK/POLARISE  
22-9711-15-17  
FILE: HERITAGE OAKS

J.O.#221820  
DWG.# 221820ADD02  
SHT 2 OF 4

Attachment A

**BOUNDARY AND TOPOGRAPHIC SURVEY FOR:  
HERITAGE OAKS  
A PORTION OF SECTION 29,  
TOWNSHIP 17 SOUTH, RANGE 23 EAST  
MARION COUNTY, FLORIDA**



PARCEL ID: 4769-001-00  
OWNER: MILARS OF MARION COUNTY OF LLC  
"VACANT LAND"

NORTH BOUNDARY LINE OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST

SOUTH 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST

N.W. 1/4 OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST

PARCEL ID: 4847-001-00  
OWNER: BRITN S. SARGENTUS  
"VACANT LAND"

SEE SHEET 4 FOR ROAD DETAIL

A 13



BOUNDARY AND TOPOGRAPHIC SURVEY FOR:  
**HERITAGE OAKS**  
 A PORTION OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST  
 MARION COUNTY, FLORIDA

**DEVELOPMENT REVIEW COMMITTEE**  
 MARION COUNTY, FLORIDA

APPLICATION #: 30723  
 APPROVAL DATE: 5/19/25  
 EXPIRATION DATE: 5/19/30

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MRD	11/7/2024	BY	
MRD	10/16/2024	BY	
NO.	1.	REVISIONS	
NO.	2.	ADDITIONAL ROADWAY	

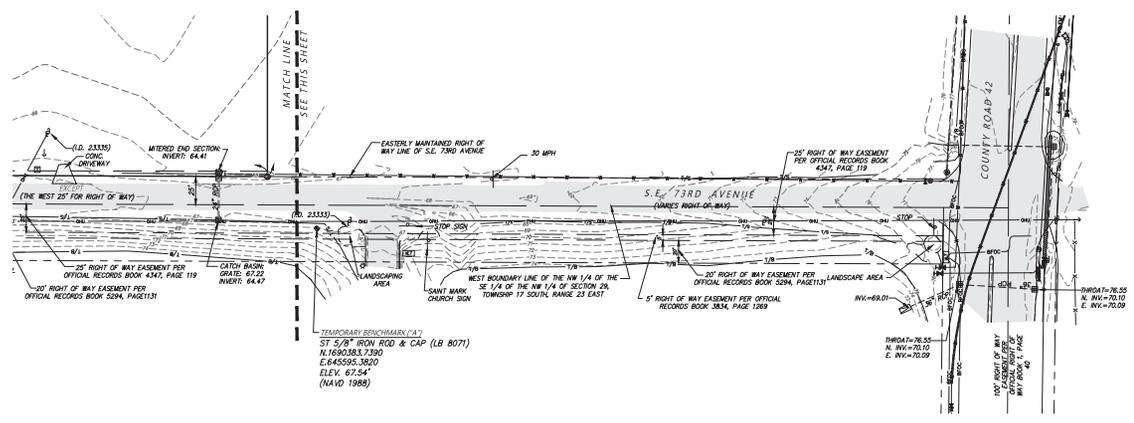
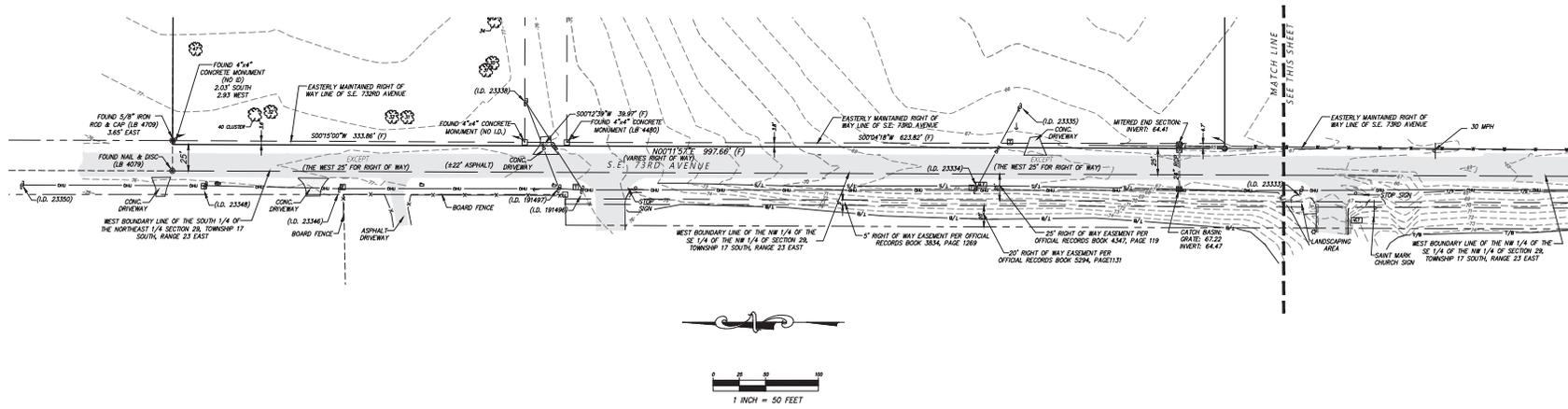
DRAWN:	M.A.
REVISIONS:	
CHECKED:	C.J.H.
APPROVED:	C.J.H.
SCALE:	1" = 50'

**JCH**  
 CONSULTING CIVIL ENGINEERS, P.L.L.C.  
 LAND DEVELOPMENT, SURVEYING, PLANNING, ENVIRONMENTAL, & GIS  
 1000 W. UNIVERSITY AVENUE, SUITE 200  
 GAITHERSBURG, MD 20878  
 TEL: 301-278-9000 FAX: 301-278-9001  
 WWW.JCHCONSULTING.COM

**PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY -FOR- SOUTHEAST 73RD AVE LLC**

FIELD BOOK/DATE:  
 22-9741-15-17  
 FILE: HERITAGE\_OAKS

J.O.#221820  
 DWG.# 221820A002  
 SHEET 4 OF 4



A 15

Attachment A



**BOUNDARY AND TOPOGRAPHIC SURVEY FOR:  
HERITAGE OAKS**  
A PORTION OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST  
MARION COUNTY, FLORIDA

DEVELOPMENT REVIEW COMMITTEE		MARRION COUNTY, FLORIDA	
APPLICATION #:	30723	MRD 11/7/2024	BY
APPROVAL DATE:	5/19/25	MRD 10/16/2024	
EXPIRATION DATE:	5/19/30		

All construction shall conform to the construction standards contained in the Marion County Land Development Code, latest revision. Any of the right-of-way delineated during construction shall be dressed and sodded. Trees and plants to be used if approved by the County Engineer's designs.

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NO.	DATE	BY	REVISIONS
1.			ADDITIONAL ROADWAY
2.			ADD A.C. WATER MAIN PER OR 42 ASBUILT'S

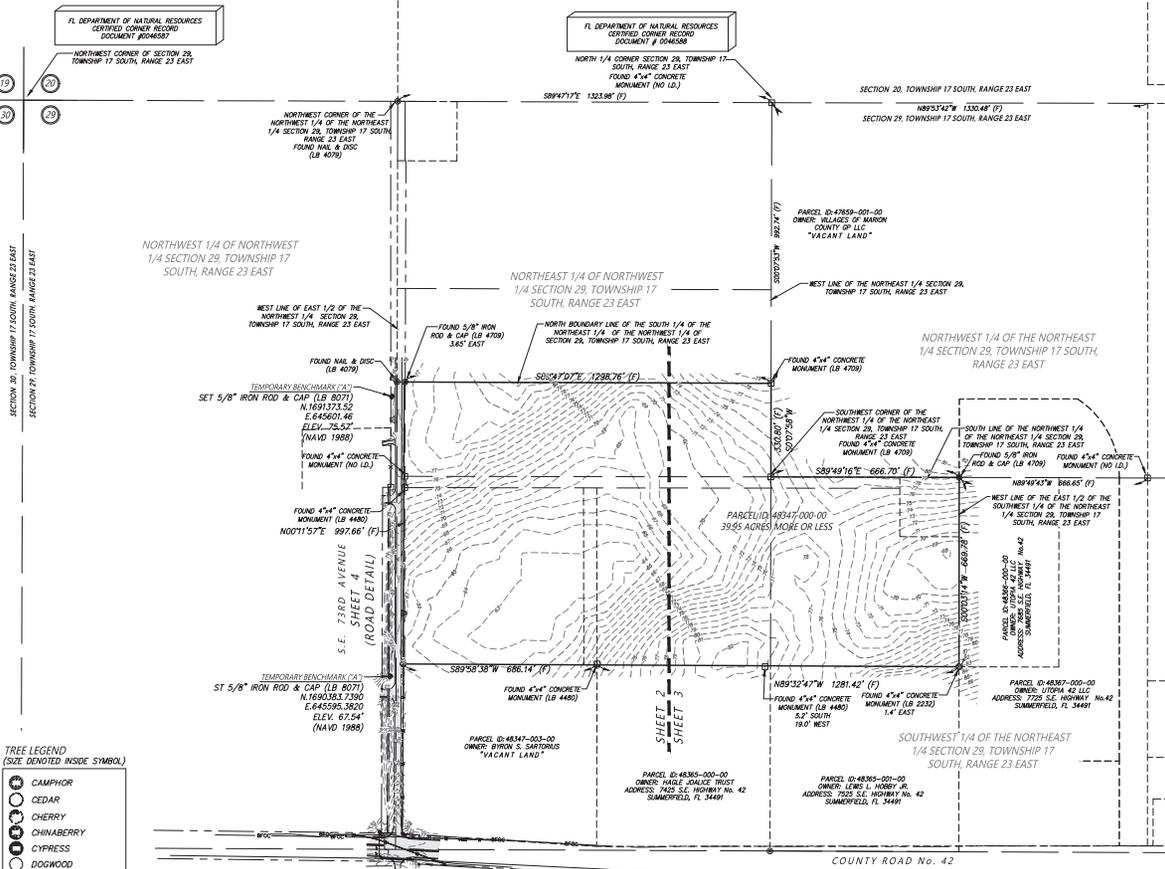
DRAWN:	M.A.
REVISIONS:	
CHECKED:	C.J.H.
APPROVED:	C.J.H.
SCALE:	1"=200'

**JCH CONSULTING GROUP, INC.**  
LAND SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL, GIS  
1000 W. UNIVERSITY AVENUE, SUITE 100  
GAINESVILLE, FLORIDA 32609  
(352) 336-1111  
www.jchconsulting.com

**PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY -FOR- SOUTHEAST 73RD AVE LLC**

FIELD BOOK/REUSE:	22-9/15-17
FILE:	HERITAGE OAKS
J.O.#21820	
DWS.# 221820A020	
SHT 1 OF 4	

- LEGEND AND ABBREVIATIONS:**
- ± MORE OR LESS
  - EL ELEVATION
  - LB LICENSED BUSINESS
  - NO. NUMBER
  - LS LAND SURVEYOR
  - LD IDENTIFICATION
  - ORB OFFICIAL RECORDS BOOK
  - CE CENTERLINE
  - R RADIUS
  - L ARC LENGTH
  - Δ DELTA (CENTRAL ANGLE)
  - (P) PLAT MEASURE
  - (D) DEED MEASURE
  - (C) CALCULATED MEASURE
  - C.D. CHORD BEARING
  - C.B. CHORD BEARING
  - P.O.C. POINT ON CURVE
  - P.O.L. POINT ON LINE
  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.I. POINT OF INTERSECTION
  - P.O.B. POINT OF BEGINNING
  - FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
  - DIP DUCTILE IRON PIPE
  - PVC POLYVINYL CHLORIDE
  - CMP CORRUGATED METAL PIPE
  - ROP REINFORCED CONCRETE PIPE
  - HDPE HIGH DENSITY POLYETHYLENE
  - NAD NORTH AMERICAN VERTICAL DATUM
  - NOVD NATIONAL GEODETIC VERTICAL DATUM
  - FLAT BOOK
  - ORB OFFICIAL RECORDS BOOK
  - PG(S) PAGE(S)
  - RT RIGHT OF WAY
  - ESMT EASEMENT
  - SEC SECTION
  - SEC FOUND
  - REC RECOVERED
  - CR CERTIFIED CORNER RECORD
  - RLS REGISTERED LAND SURVEYOR
  - CM CONCRETE MONUMENT
  - IR IRON ROD
  - IP IRON PIPE
  - CLF CHAIN LINK FENCE
  - CURB CURB INLET GRATE
  - CB CATCH BASIN
  - SM STORM MANHOLE
  - MTER MTERED END SECTION
  - YD YARD DRAINAGE
  - SM SANITARY MANHOLE
  - SM SANITARY CLEANOUT
  - EM ELECTRIC MANHOLE
  - EM ELECTRIC METER
  - ER ELECTRIC RISER BOX
  - CRB CABLE TELEVISION RISER BOX
  - TRB TELEPHONE RISER BOX
  - UR UTILITY RISER
  - WELL
  - WS WATER SHEDD
  - ICV IRRIGATION CONTROL VALVE
  - WM WATER METER
  - WM WATER VALVE
  - PH FIRE HYDRANT
  - BF BACK FLOW PREVENTER
  - ACP AIR CONDITIONER PAD
  - GM GAS VALVE
  - GM GAS METER
  - GLM GAS LINE MARKER
  - CU CONCRETE UTILITY POLE
  - MU METAL UTILITY POLE
  - WU WOOD UTILITY POLE
  - UP UTILITY POLE CUT ANCHOR
  - LP LIGHT POLE
  - SLD SPOT/GROUND LIGHT
  - ET ELECTRIC TRANSFORMER
  - EV ELECTRIC VAULT
  - FL FLAG
  - FL FLAG
  - SI SIGN
  - FP FENCE POLE
  - MB MAILBOX
  - CM FOUND 4"x4" CONCRETE MONUMENT (AS NOTED)
  - IR FOUND 1/2" IRON ROD & CAP (AS NOTED)
  - IR FOUND 5/8" IRON ROD & CAP (AS NOTED)
  - IR FOUND 1/2" IRON ROD & CAP (AS NOTED)
  - IR SET 5/8" IRON ROD & CAP (LB 8071)
  - IR CONTROL/BENCHMARK AS DESCRIBED
  - LB LINE BREAK
  - FL FENCE LINE AS NOTED
  - AP APPROXIMATE TOP OF BANK
  - AP APPROXIMATE TIE OF SLOPE
  - EX EXISTING CONTOUR
  - SD STORM DRAINAGE LINE



**SURVEY NOTES:**

- ORIGINAL DATE OF FIELD SURVEY: NOVEMBER 15TH, 2022.
- UPDATED DATE OF FIELD SURVEY: JUNE 20, 2024.
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
- BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12063C0880, EFFECTIVE DATE OF AUGUST 28, 2008, THE PROPERTY DESCRIBED HEREON LIES WITHIN FLOOD ZONE "X" AN AREA OF MINIMAL FLOOD HAZARD.
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTIONS.
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(ES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD, PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE OF LOCATIONS PROVIDED BY SUNSHINE STATE ONE CALL TOGETHER NO. 300206133. LOCATIONS OF UNDERGROUND UTILITIES SHOWN WERE NOT VERIFIED BY JCH CONSULTING GROUP, INC.
- TOPOGRAPHIC DATA AND THESE LOCATIONS ARE BASED ON AREA AS SPECIFIED BY CLIENT.
- VERTICAL DATUM IS BASED ON NATIONAL GEODETIC SURVEY CONTROL POINT U 753, ELEVATION 102.52' (NAVD 1988).

**PROPERTY DATA:**

PARCEL ID: 48347-000-00  
OWNER: SOUTHEAST 73RD AVE LLC  
ADDRESS: 16200 S.E. 73RD AVENUE  
SUMMERFIELD, FL 34491

**SURVEYOR'S CERTIFICATE:**  
I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 517.050-052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON DATE \_\_\_\_\_  
FLORIDA LICENSED SURVEYOR & MAPPER NO. 6553

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
(CERTIFICATE OF AUTHORIZATION NO. LB 8071)

**LEGAL DESCRIPTION:**  
(PER OFFICIAL RECORDS BOOK 4777, PAGE 39)  
THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4, AND NE 1/4 OF THE SE 1/4 OF THE NW 1/4, EXCEPT THE SOUTH 622.52 FEET OF THE WEST 46.75 FEET THEREOF, AND THE NORTH 40.00 FEET OF THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4, EXCEPT THE WEST 25.00 FEET THEREOF FOR ROAD RIGHT OF WAY, ALL IN SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, AND EXCEPT THE NORTH 210 FEET OF THE EAST 210 FEET OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST.  
(PER OFFICIAL RECORDS BOOK 2804, PAGE 1714)  
THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, EXCEPT THE NORTH 40.00 FEET AND EXCEPT THE WEST 25.00 FEET THEREOF.  
AND  
THE SOUTH 622.52 FEET OF THE WEST 46.75 FEET OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

**LEGAL DESCRIPTION (CONTINUE)**

(PER OFFICIAL RECORDS BOOK 2268, PAGE 1829)  
THE NORTH 210.00 FEET OF THE EAST 210.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; TOGETHER WITH A NON EXCLUSIVE EASEMENT ON AND ACROSS THE NORTH 40.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; EXCEPT THE WEST 25.00 FEET FOR RIGHT OF WAY.  
(PER OFFICIAL RECORDS BOOK 2015, PAGE 1336)  
THE NW 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, EXCEPT THE WEST 25.00 FEET THEREOF FOR ROAD RIGHT OF WAY.

A 17

Attachment A

**DEVELOPMENT REVIEW COMMITTEE  
MARION COUNTY, FLORIDA**

APPLICATION #: 30723  
APPROVAL DATE: 5/19/25  
EXPIRATION DATE: 5/19/30

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1.	ADDITIONAL ROADWAY	MRD	11/7/2024
2.	ADD A.C. WATER MAIN PER CR 42 ASBESTOS	MRD	10/16/2024

SCALE:	1" = 50'
DRAWN:	M.A.
REVISIONS:	
CHECKED:	C.J.H.
APPROVED:	C.J.H.

**JCH**  
CONSULTING ENGINEERS, P.L.L.C.  
LAND DEVELOPMENT, SURVEYING, PLANNING, ENVIRONMENTAL, & GIS  
10000 W. UNIVERSITY BLVD., SUITE 1000  
ORLANDO, FLORIDA 32817  
TEL: 407.226.1111  
WWW.JCHCONSULTING.COM

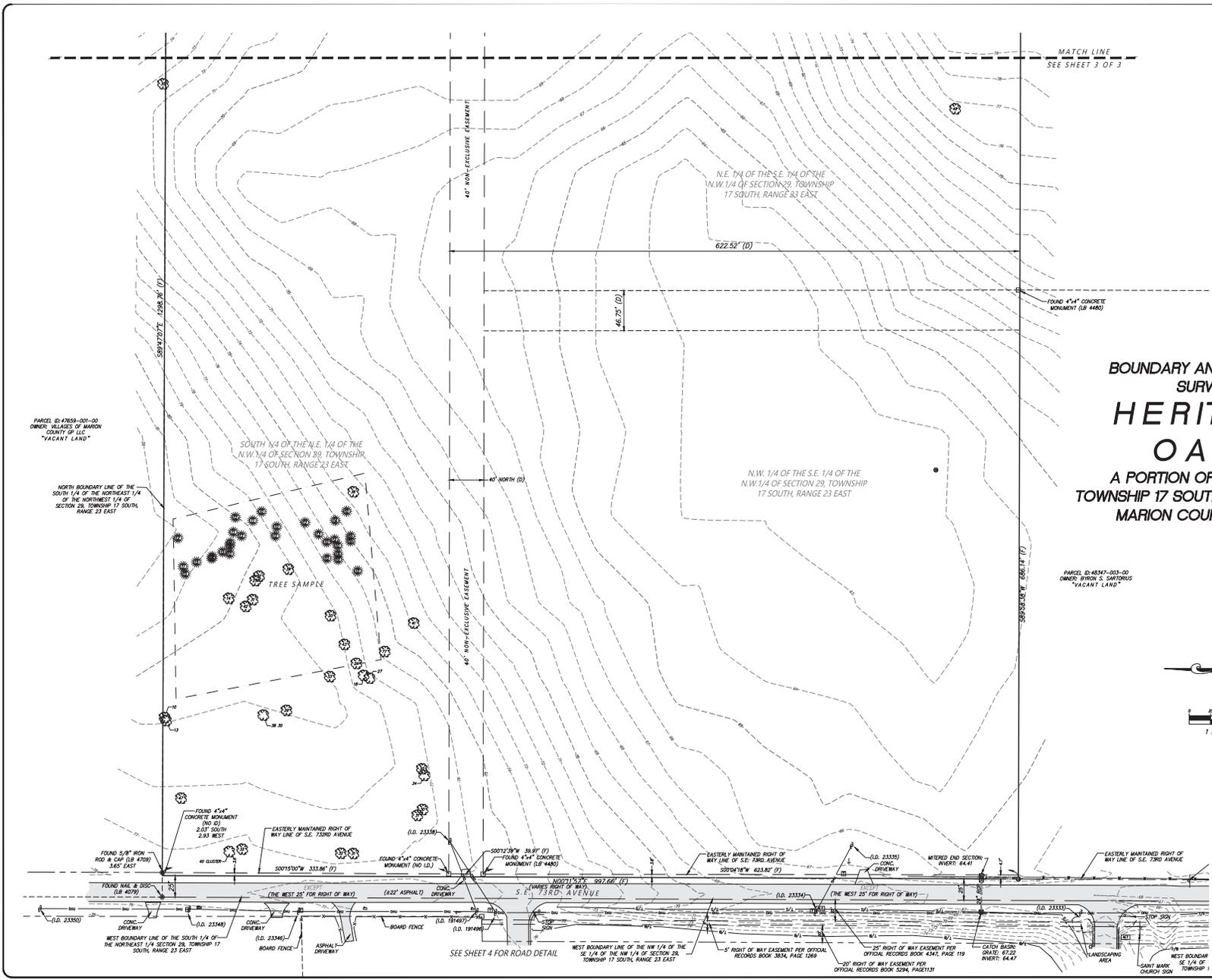
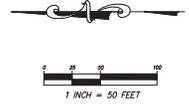
**PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY  
-FOR-  
SOUTHEAST 73RD AVE LLC**

FIELD BOOK/POLARISE  
22-9741-15-17  
FILE: HERITAGE OAKS

J.O.#221820  
DWG.# 221820ADD02  
SHT 2 OF 4

Attachment A

**BOUNDARY AND TOPOGRAPHIC SURVEY FOR:  
HERITAGE OAKS  
A PORTION OF SECTION 29,  
TOWNSHIP 17 SOUTH, RANGE 23 EAST  
MARION COUNTY, FLORIDA**



PARCEL ID: 47459-001-00  
OWNER: MILARS OF MARION COUNTY OF LLC  
"VACANT LAND"

NORTH BOUNDARY LINE OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST

SOUTH 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST

N.W. 1/4 OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST

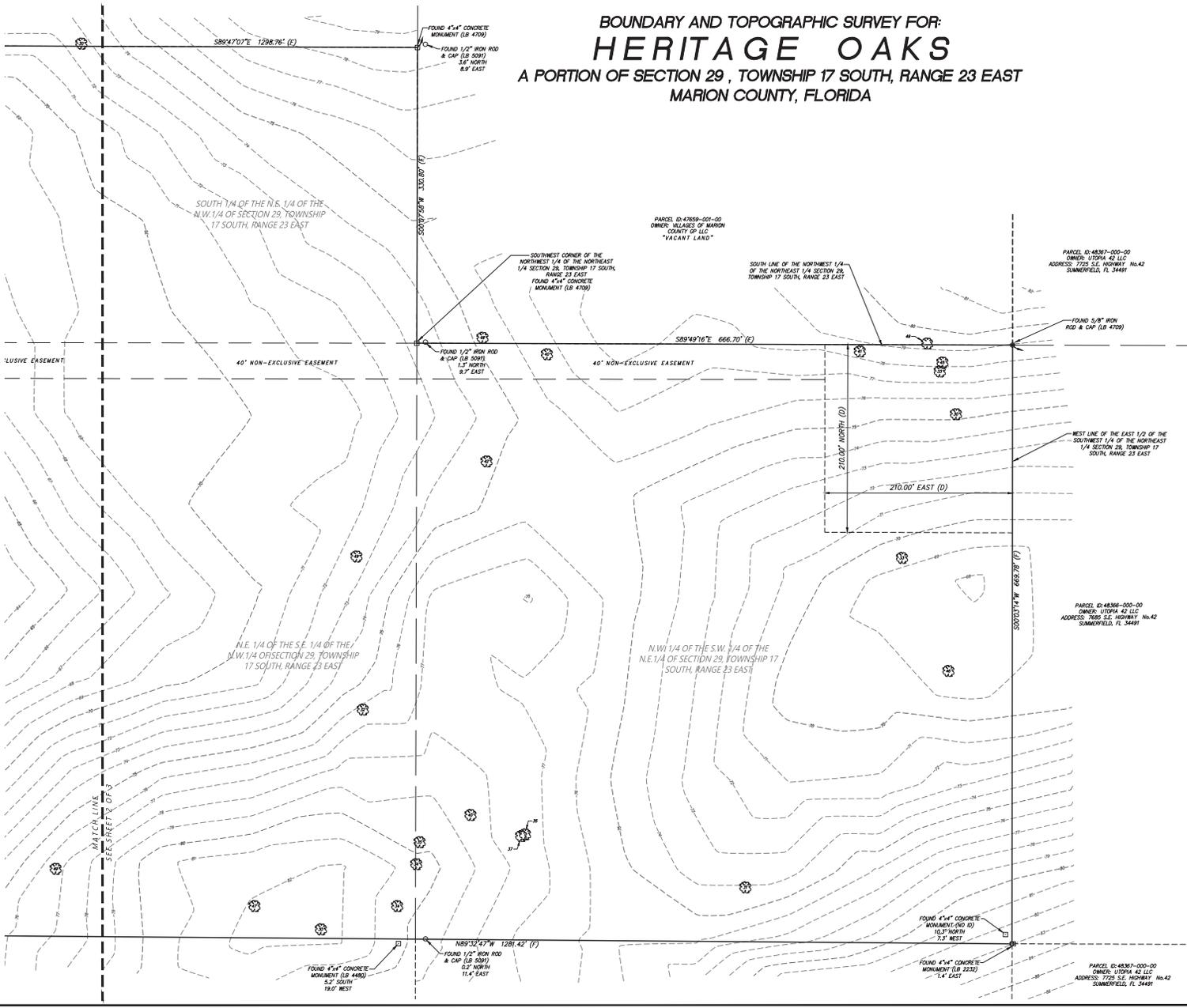
PARCEL ID: 48347-001-00  
OWNER: BRITN S. SARGENTUS  
"VACANT LAND"

SEE SHEET 4 FOR ROAD DETAIL

A 18

45

BOUNDARY AND TOPOGRAPHIC SURVEY FOR:  
**HERITAGE OAKS**  
 A PORTION OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST  
 MARION COUNTY, FLORIDA



**DEVELOPMENT REVIEW COMMITTEE**  
 MARION COUNTY, FLORIDA

APPLICATION #: 30723  
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 The approval of these plans is limited to construction under the jurisdiction of Marion County and does not substitute for any other requirements of other agencies for additional permits, as applicable, by state and/or federal laws.

NO.	REVISIONS	BY	DATE
1.	ADDITIONAL BOUNDARY		
2.	ADD M.C. WATER MAIN PER OR. 42 ASBUILTS		

DRAWN:	M.A.
REVISIONS:	
CHECKED:	C.J.H.
APPROVED:	C.J.H.
SCALE:	1" = 50'

**JCH**  
 CONSULTING ENGINEERS, P.L.L.C.  
 LAND SURVEYING, SURVEYING, PLANNING, ENVIRONMENTAL, G.I.S.  
 1000 UNIVERSITY BLVD., SUITE 100  
 SUMMERFIELD, FLORIDA 34989  
 TEL: 888-221-8220  
 FAX: 888-221-8220

**PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY -FOR- SOUTHEAST 73RD AVE LLC**

FIELD BOOK/DATE:  
 22-9/11 15-17

FILE: HERITAGE OAKS

J.O. #221820  
 DWG. # 221820ADD2  
 SHT. 3 OF 4



BOUNDARY AND TOPOGRAPHIC SURVEY FOR:  
**HERITAGE OAKS**  
 A PORTION OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST  
 MARION COUNTY, FLORIDA

**DEVELOPMENT REVIEW COMMITTEE**  
 MARION COUNTY, FLORIDA

APPLICATION #: 30723  
 APPROVAL DATE: 5/19/25  
 EXPIRATION DATE: 5/19/30

All construction shall conform to the construction standards contained in the Marion County Land Development Code, latest revision. Any of the right-of-way disturbed during construction shall be dressed and sodded. Trees and masts must be used if approved by the County Engineer's designs.

**NOTICE**  
 The approval of these plans is limited to construction under the jurisdiction of Marion County and does not substitute for any other requirements of other agencies for additional permits, as applicable, by state and/or local laws.

NO.	REVISIONS	BY	DATE
1.	ADDITIONAL ROADWAY	MRD	11/7/2024
2.	ADD M.C. WATER MAIN PER CR 42 ASSUMPTS	MRD	10/16/2024

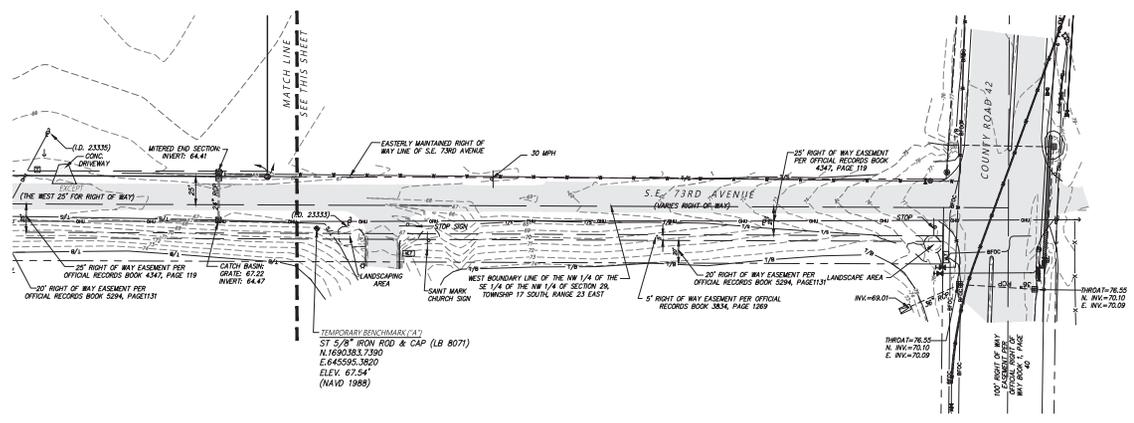
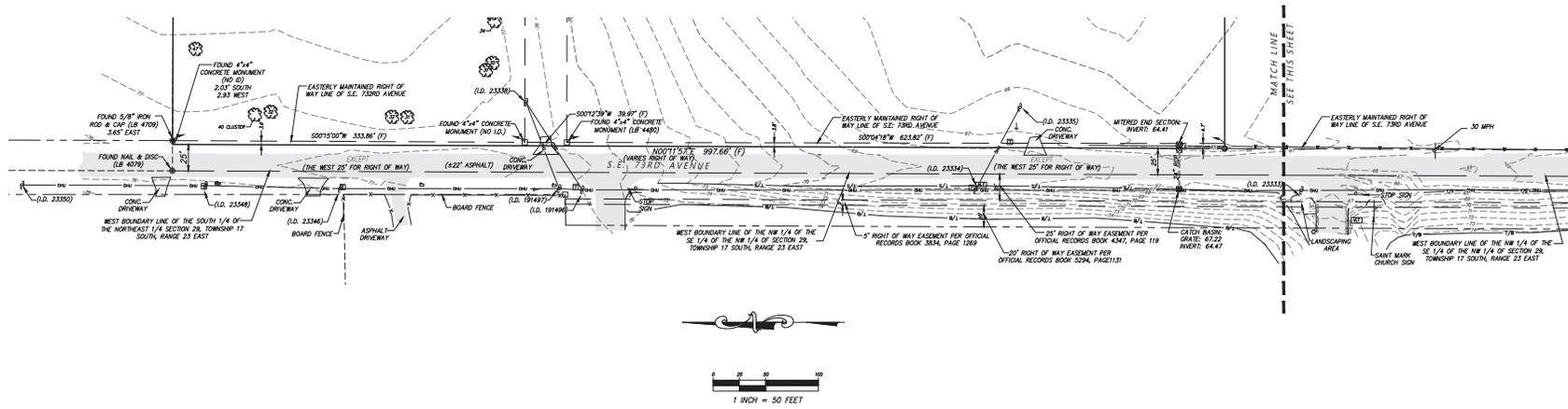
DRAWN:	M.A.
REVISIONS:	
CHECKED:	C.J.H.
APPROVED:	C.J.H.
SCALE:	1" = 50'

**JCH**  
 CONSULTING CIVIL ENGINEERS, P.L.L.C.  
 LAND DEVELOPMENT, SURVEYING, PLANNING, ENVIRONMENTAL, & GIS  
 1000 UNIVERSITY BLVD., SUITE 200  
 GAITHERSBURG, MD 20878  
 TEL: 301-278-9000 FAX: 301-278-9001  
 WWW.JCHCONSULTING.COM

**PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY FOR- SOUTHEAST 73RD AVE LLC**

FIELD BOOK/DATE:  
 22-9741-15-17  
 FILE: HERITAGE\_OAKS

J.O.#221820  
 DWG.# 221820ADD2  
 SHEET 4 OF 4



Attachment A

A 20

ORDINANCE NO. 25-12

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING REZONING AND SPECIAL USE PERMIT APPLICATIONS AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted petition(s) for rezoning and/or special use permits and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing and has approved the applications contained in this ordinance. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. REZONING AND SPECIAL USE PERMIT APPROVALS.** The Board hereby approves the below-listed applications for Rezoning and Special Use Permits. NOTE: The terms and conditions of Board approvals of the Special Use Permits and Planned Unit Developments are stated in the Board Resolution corresponding to each Special Use and Planned Unit Development Permit Petition shown below.

1. **AGENDA ITEM 1.1.1. 250401ZC** – BamCore-Florida, LLC, Zoning Change from Multiple-Family Dwelling (R-3) to Light Industrial (M-1), for all permitted uses, 2.77 acre parcel, on Parcel Account Number 9030-0727-01, No address assigned.
2. **AGENDA ITEM 1.1.2. 250403ZC** – Java Homes Investment, LLC, Zoning Change from Regional Business (B-4) to Rural Residential (RR-1), for all permitted uses, 0.23 acre parcel, on Parcel Account Number 2003-098-013, Site Address 15460 SW 41<sup>st</sup> Street Road, Ocala, FL 34481.
3. **AGENDA ITEM 1.1.3. 250404ZC** – WD Holt, LLC and Natcho Properties, LLC, Zoning Change from Rural Commercial (RC-1) to Regional Business (B-4), for all permitted uses, on an approximate ±2.05 acre portion of a ±19.19 acre parcel, on Parcel Account Number 41504-000-00, Site Address 1950 SE Highway 484, Belleview, FL 34420.

ATTACHMENT B

- 4. **AGENDA ITEM 1.1.4. 250405SU** – WD Holt, LLC and Natcho Properties, LLC, Special Use Permit to allow for outdoor storage, in a Regional Business (B-4) zone, on an approximate ±2.05 acre portion of a ±19.19 acre parcel, on Parcel Account Number 41504-000-00, Site Addresses 1950 SE Highway 484, Belleview, FL 34420.

**Subject to all terms and conditions of Resolution 25-R-117 attached hereto and incorporated herein by reference.**

- 5. **AGENDA ITEM 1.1.5. 250407ZP** – Southeast 73<sup>rd</sup> Avenue, LLC, Zoning Change from Planned Unit Development (PUD) to Planned Unit Development (PUD) to amend the existing PUD (220919ZP) to eliminate vegetative buffering and replace with only 6ft high privacy fences along the north, south, and east boundaries, modify amenities, and include one additional lot for a maximum proposed total of 159 lots, 39.94 acre parcel, on Parcel Account Number 48347-000-00, Site Address 16205 SE 73<sup>rd</sup> Avenue, Summerfield, FL 34491.

**Subject to all terms and conditions of Resolution 25-R-118 attached hereto and incorporated herein by reference.**

- 6. **AGENDA ITEM 1.2.3. 241211ZP** – Highway 27 West, LLC, Zoning Change from Planned Unit Development (PUD) to Planned Unit Development (PUD) to amend the existing PUD (210904Z) to allow for the project to connect to the City of Ocala Utilities in lieu of Marion County Utilities, on an ±11.37 acre portion of an ±18.98 acre parcel, on Parcel Account Number 21602-000-00, No address assigned.

**Subject to all terms and conditions of Resolution 25-R-119 attached hereto and incorporated herein by reference.**

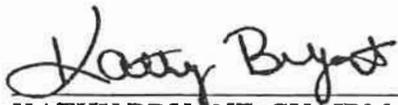
**SECTION 3. EFFECTIVE DATE.** A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office.

**DULY ADOPTED** in regular session this 14<sup>TH</sup> day of APRIL, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

  
 \_\_\_\_\_  
 GREGORY C. HARRELL, CLERK

  
 \_\_\_\_\_  
 KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE  
 ON APRIL 24, 2025 ADVISING ORDINANCE WAS  
 FILED ON APRIL 24, 2025.

**RESOLUTION NO. 25-R-118**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT ON ±39.94 ACRES FOR SOUTHEAST 73<sup>RD</sup> AVENUE, LLC, ZONING CASE NUMBER 250407ZP; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an application for a Planned Unit Development was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on January 27, 2025; and

**WHEREAS**, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Monday, April 14, 2025. Now therefore,

**BE IT RESOLVED** by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. PLANNED UNIT DEVELOPMENT APPLICATION 250407ZP – Southeast 73<sup>rd</sup> Avenue, LLC**, the application requesting a Planned Unit Development, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Miles Anderson, Ocala, FL 34470, to amend the existing PUD (220919ZP), to eliminate vegetative buffering and replace with only 6ft high privacy fences along the north, south, and east boundaries, modify amenities, and include one additional lot for a maximum proposed total of 159 lots, on approximate 39.94 acre parcel, on Parcel Account Number 48347-000-00, Site Address 16205 SE 73<sup>rd</sup> Avenue, Summerfield, FL34491.

**SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS.** The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission recommending approval of the Planned Unit Development, and the Board approves the Planned Unit Development subject to the following development conditions:

1. The PUD shall consist of a total of 39.94 acres with a maximum of 159 residential homes and accompanying accessory amenities consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated 01/24/2025; attached).
2. Residential building heights shall be limited to 40' in height, consistent with residential uses within the LDC. Accessory structures shall be limited to 20' in height.

Complied, see approved pre-plat

Refer to sheet 04.01 of the pre-plat

ATTACHMENT B

Buffers shown on sheet 4.01 & 04.02.  
Discussed with County LA  
Fence shown on sheet 4.01 & 04.02.

Refer to sheet 4.01  
Refer to sheet 4.01 and supplement page  
Refer to sheet 4.01, pre-plat approved

Refer to sheet 4.01 that shows dedication  
Refer to note on cover sheet  
Request being made.

3. Buffers may be amended per the request of Southeast 73<sup>rd</sup> Avenue, LLC, if approved by the County Landscape Architect and shall be approved by the BOCC with the Final Master Plan.
4. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
5. The PUD shall provide at least 20% Open Space, consistent with the LDC.
6. Amenities shall include four pickleball courts, a playground, a picnic table, and small areas for outside recreation, as shown in the PUD Concept Plan (Dated 01/24/2025; attached).
7. The location of the northern and southern driveways shall be revised as needed to meet the satisfaction of the Office of the County Engineer. One of the two driveways may need to be converted to emergency access only as determined by the Office of the County Engineer.
8. A 25-foot-wide right-of-way shall be provided along SE 73rd Avenue. Sidewalk shall be provided on at least one side of internal roads.
9. The project shall be served by Marion County Utilities for central water services and central sewer services.
10. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

**SECTION 3. COMPLIANCE/REVOICATION.** Violation or failure to comply with one or more condition(s) of this Planned Unit Development shall be grounds for code enforcement action and/or repeal, in part and/or total, as related to this Planned Unit Development by the Board at a noticed public hearing.

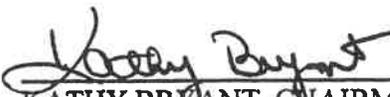
**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the effective date of this Zoning Change's corresponding Rezoning and Special Use Permit Ordinance, No. 25-12.

**DULY ADOPTED** in regular session this 14<sup>th</sup> day of April, 2025.

**ATTEST:**

  
\_\_\_\_\_  
GREGORY C. HARRELL, CLERK

**BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA**

  
\_\_\_\_\_  
KATHY BRYANT, CHAIRMAN

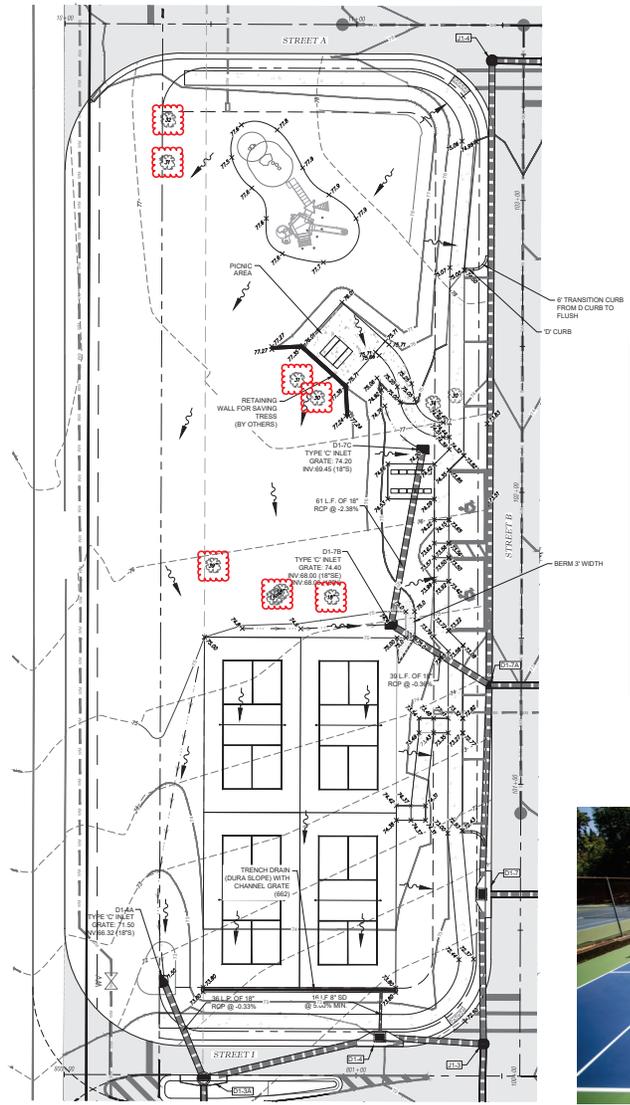
**Tillman & Associates**  
**ENGINEERING, LLC**  
 CIVIL ENGINEERING & SURVEYING  
 1726 SE 16th Ave, Bldg 100, Ocala, FL 34477  
 Office: (352) 367-4540 Fax: (352) 367-4545  
 CERTIFICATE OF AUTHORIZATION #26796

DATE	REVISIONS
12/11/2025	AS
12/11/2025	JS
12/11/2025	TR
12/11/2025	TR

IMPROVEMENT PLANS  
 HERITAGE OAKS  
 MARION COUNTY, FLORIDA  
**AMENITY**  
**GRADING & DRAINAGE PLAN**

DATE: 12/11/2025  
 DRAWN BY: JS  
 CHECKED BY: TR  
 JOB NO.: 22-8128

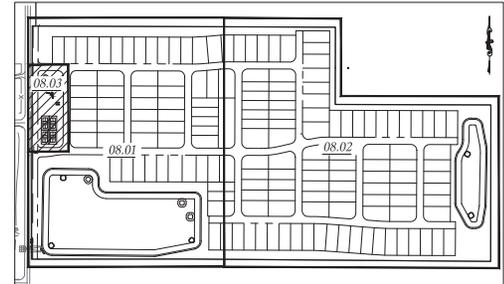
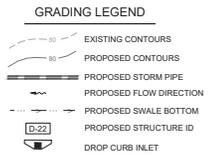
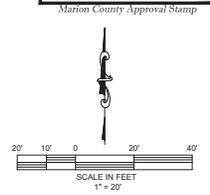
SHW. 08.03



1. Amenity has been revised to save existing trees at Commissioner's and Landscape Department's request.
2. Amenity structures have not changed, only shifted. Approved pickleball courts, playground, and picnic table are still provided.
3. Improvement plan will be revised through DRC following Master Plan Approval.
4. Shade to be provided through remaining trees on site.



Amenities, such as or similar to these products.



KEY MAP  
 1" = 250' SCALE

APPROVED FOR CONSTRUCTION



# Marion County

## Board of County Commissioners Planning and Zoning

### Agenda Item

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**File No.:** 2026-21962

**Agenda Date:** 2/18/2026

**Agenda No.:** 1.2.2.

---

**SUBJECT:**

**221107ZP - Maricamp Investment, LLC, requests Approval for the Final Planned Unit Development Master Plan, on an approximate 61.17 Acre Tract, Parcels 9018-0000-06, 37471-000-00, 37471-010-00, 37471-013-00, 9018-0327-26, 37471-008-00, Site Addresses 6650 and 6670 SE Maricamp Road and 5700 SE 67<sup>th</sup> Avenue, Ocala, FL**

**INITIATOR:**

**Kenneth Weyrauch, Deputy Director**

**DEPARTMENT:**

**Growth Services**

**DESCRIPTION/BACKGROUND:**

Mastroserio Engineering, Inc., on behalf of the landowner, Maricamp Investment, LLC, has filed a request for Final Master Plan Approval of the Planned Unit Development (PUD) 221107ZP, Arden of Ocala (parcels 9018-0000-06, 37471-000-00, 37471-010-00, 37471-013-00, 9018-0327-26, 37471-008-00). The PUD proposes 648 multifamily residential units (180 Townhomes and 468 Apartments) and 8.95 acres of commercial use consistent with Regional Business (B-4) zoning uses. The project proposes two pools (2,000 and 2,300 SF) with landscaped decks and pool cabanas, two playgrounds each adjacent to the pool for that phase, pickleball court, a dog park, and a community garden. This project was approved on February 21, 2023. Since approval the project has completed the Master Plan process through the Development Review Committee (DRC). Now the project seeks final approval from the Board of County Commissioners (BOCC).

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Receive public comment and provide direction to staff, if any, and motion to approve the Final PUD Master Plan for Arden of Ocala.

W. JAMES GOODING III  
ROBERT W. BATSEL, JR.  
ROBERT W. BATSEL  
JAMES T. HARTLEY  
KENNETH H. MACKAY IV



ATTORNEYS AT LAW

1531 SE 36th Avenue  
Ocala, Florida 34471  
Phone: 352.579.1290  
Direct: 352.579.6580  
Fax: 352.579.1289  
jgooding@lawyersocala.com

August 22, 2025

**By Email Only**

County Attorney Matthew Guy Minter  
County Engineer Steven Cohoon, P.E.  
Deputy Director Growth Services Kenneth Weyrauch, AICP  
Chief County Planner Christopher D. Rison  
County Land Development Manager Aaron Pool  
Marion County Board of County Commissioners  
412 SE 25th Avenue  
Ocala, FL 34471

RE: Ocala Development Partners, LLC – Arden of Ocala Project – Change in Ownership

Gang:

As some of you are aware, I represent Ocala Development Partners, LLC (“ODP”) in connection with the above matter.

ODP has consulted with me about whether it may, during the ongoing development process, convey a portion of the property to a third party. I explained to my client that such a practice was not unusual as long as it was clear who was going to control the development process.

As Steven, Ken and Aaron are aware, however, there has been frequent confusion concerning the efforts that my client has made to obtain approval of its Final PUD Master Plan (which I do not need to get into at this time). Therefore, it requested me to obtain written confirmation from the County that its plans will not interrupt the approval process.

Specifically:

1. The PUD was approved (by a prior owner) pursuant to County Ordinance No. 23-03 and Resolution No. 23-R-46. There is nothing in the Ordinance or Resolution that restricts the approval to a particular owner. In fact, ODP acquired the property after the PUD approval.
2. ODP has submitted a Final PUD Master Plan and it is scheduled to be heard by the County Commission within the next month or so.
3. Before that occurs, ODP would like to convey approximately 34 acres of the property to a third party (“Third Party”). That property corresponds with two of the “Phase 1” areas on our Phasing Plan in our Final PUD Master Plan; I have attached a screenshot of that map showing the two “Phase 1” areas involved. This property will have access across, and will share stormwater facilities located on, the rest of the property pursuant to easements granted by a declaration to be recorded at the time the plat is recorded.

Letter to County Staff

August 22, 2025

Page 2

4. If the Final PUD Master Plan has not been approved at the time of the conveyance, we will have the Third Party join in the application for approval of the Final PUD Master Plan. Further, the Third Party would agree that ODP would retain “unified control” over the PUD development process until a separate plat for the property the Third Party is purchasing has been recorded.

Again, I do not see any obstacle to the above course of action but, given the confusion that ODP has experienced so far, wanted to get written confirmation.

Thus, I would appreciate you consulting with each other and one of you confirming that, if ODP and the Third Party follow the course of action set forth in paragraphs 3 and 4 above, it will not interfere with the ongoing development process, including the pending approval of the Final PUD Master Plan.

Thank you for your anticipated cooperation.

Sincerely,

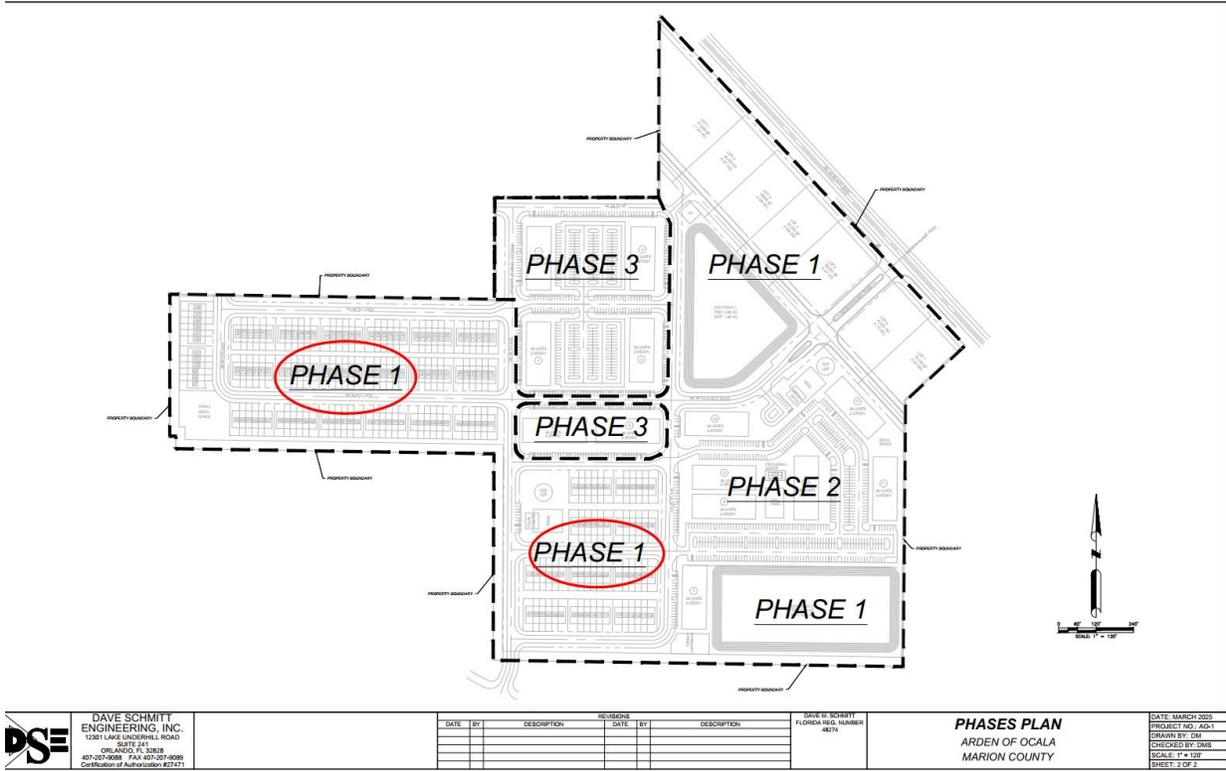
GOODING & BATSEL, PLLC

*/s/ Jimmy Gooding /s/*

W. James Gooding III

WJG/ban

cc: Mr. Tim Safransky  
Mr. Dave Schmitt  
(All by email only)



P:\JG\Ocala Development Partners\Dev Approvals\Corr\Letter to County Staff re Ownership 8-21-25 Rev.docx





PROJECT SITE IS LOCATED WITHIN SECTION 06, TOWNSHIP 16, RANGE 23, PARCEL I.D.#: 37471-000-00, 37471-010-00, 37471-013-00, 9018-0000-06, AND 9018-0327-26  
 PROPERTY OWNER: MARICAMP INVESTMENT LLC., 7960 SW 60TH AVENUE, OCALA, FL 34476

1. TOTAL LAND AREA = 60.70 ACRES ±

**2. EXISTING & PROPOSED SITE DATA:**

THE SITE AS IS, CONSISTS OF OPEN PASTURE WITH PERIMETER TREE COVERAGE WITH GROUND SLOPES FROM 1.0% TO 4.0%. THERE ARE HIGH POINTS ON THE NORTH & WEST PORTIONS OF THE SITE THAT DRAIN TO ONSITE & OFFSITE LOW LYING AREAS. THE EXISTING ZONING IS P.U.D., THE EXISTING LAND USE IS SPLIT BETWEEN HIGH RESIDENTIAL, URBAN RESIDENTIAL AND COMMERCIAL. THE PROPOSED ZONING IS PUD AND THE PROPOSED LAND USE WILL REMAIN THE SAME.

- THE PROPOSED CONSTRUCTION SHALL INCLUDE: ROAD/DRIVEWAY CONSTRUCTION, ALL UNDERGROUND AND OVERHEAD UTILITIES, SIGNING AND STRIPING AND DRAINAGE CONVEYANCE SYSTEMS TO DISCHARGE TO THE CONSTRUCTED DRA'S. ALL IMPROVEMENTS SPECIFIED ON THE IMPROVEMENT PLANS SHALL BE CONSTRUCTED, AS-BUILT, AND SUBMITTED TO THE PROJECT ENGINEER & APPLICABLE AGENCIES FOR FINAL APPROVAL.
- THE PROPOSED DEVELOPMENT ON THIS SITE WILL BE A MIXED USE DEVELOPMENT WITH MULTI FAMILY RESIDENTIAL TOWN HOMES, APARTMENTS, AND COMMERCIAL LOTS. RESIDENTIAL UNITS WILL BE RENTAL UNITS AND NOT FOR SALE.
- THE NUMBER OF APARTMENT UNITS SHALL BE 468, THE NUMBER OF TOWNHOME UNITS SHALL BE 180 UNITS, AND THE REMAINING PORTION WILL BE FOR COMMERCIAL DEVELOPMENT. (THIS CONCEPT PLAN IS SUBJECT TO CHANGE BASED ON COUNTY INPUT, SURVEYING, AND DESIGN ELEMENTS).
- BUILDING SETBACKS: THE MINIMUM BUILDING SETBACK FROM THE NEIGHBORING SINGLE FAMILY PLATTED RESIDENTIAL PROPERTIES (ZONED R-1) SHALL BE 70 FEET FOR THE TOWNHOMES AND 100 FEET FOR THE APARTMENTS, WITH TWO EXCEPTIONS:
  - ONE ON THE APARTMENT UNIT LOCATED ON THE SOUTHEAST PORTION OF THE SITE, THE BUILDING SETBACK IS SET AT 38 FEET FROM THE ADJACENT RESIDENTIAL ZONED PROPERTY TO THE EAST (THE EASTERN PROPERTY HAS A ZONING OF R-1 AND IS USED AS A DRA AT THIS TIME), THIS BUILDING WOULD BE A 60-FOOT/3-STORIES APARTMENT UNIT.
  - ONE ON THE TWO APARTMENT UNIT LOCATED ON THE NORTH PORTION OF THE SITE, THE BUILDING SETBACK IS SET AT 92 FEET FROM THE ADJACENT COMMUNITY BUSINESS ZONED PROPERTY TO THE NORTH (THE NORTHERN PROPERTY HAS AN P LAND USE DESIGNATION).

COMMERCIAL LOT SETBACKS SHALL BE 40 FT FRONT, 25 FT REAR, AND 10 FT SIDE.

- ACCESSORY BUILDINGS SUCH AS POOLS, DECKS, PATIOS SHALL HAVE A 10 FT REAR SETBACK. NO ACCESSORY BUILDINGS SHALL BE ALLOWED IN THE LAND USE BUFFER SETBACK.
- MAXIMUM BUILDING HEIGHT SHALL BE 60 FT FOR APARTMENTS, 40 FEET FOR TOWNHOMES AND CLUBHOUSE BUILDINGS, AND 20 FEET FOR ACCESSORY STRUCTURES.
- THE MAJOR ROADS/DRIVEWAYS SHOWN ON THIS PLAN INCLUDE THE CONNECTOR ROAD FROM SE MARICAMP ROAD INTO THE DEVELOPMENT AND THE FUTURE PROPOSED ACCESS POINTS LOCATED ON THE WY PORTION OF THE SITE. ROAD NAMES TO BE DETERMINED. ALL PROPOSED INTERNAL ROADWAYS TO THE PROPOSED DEVELOPMENT AREAS WILL BE DESIGNED AT TIME OF IMPROVEMENT PLAN SUBMITTAL FOR EACH DEVELOPMENT AREA AND WILL BE PERMITTED THROUGH THE COUNTY. ALL ROADWAYS/DRIVEWAYS SHALL BE PRIVATELY MAINTAINED, NO PUBLIC MAINTENANCE OF THESE ROADWAYS/DRIVEWAYS IS PROPOSED.
- CENTRAL WATER & SEWER SYSTEMS ARE PROPOSED FOR THIS SITE AND WILL CONNECT TO MARION COUNTY UTILITIES.
- STORMWATER SHALL BE ROUTED VIA CURB & GUTTER SYSTEMS TO THE PROPOSED RETENTION AREA WHICH WILL CONTAIN THE 100/YR-24HR POST STORM EVENT.
- ALL FINISH FLOOR ELEVATIONS OF THE PROPOSED BUILDINGS SHALL BE SET AT 1 FT ABOVE THE 100 YR/24HR DRA ELEVATION.
- ALL UNITS SHALL USE THIS SUBDIVISION'S INTERNAL ROADWAYS/DRIVEWAYS FOR VEHICLE/DRIVEWAY ACCESS.
- LANDSCAPE BUFFERS SHALL MEET THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, UNLESS AS WAIVED THROUGH THE DEVELOPMENT REVIEW PROCESS.
- OPEN SPACE: (SEE RECREATION AND GREEN SPACE DATA)
- PROJECT PHASING: THE PROPOSED DEVELOPMENT SHALL BE DEVELOPED IN MULTIPLE PROJECT PHASES AND SUB-PHASES BASED UPON MARKET DEMAND. PROPOSED PHASING IS INDICATED ON THIS PLAN, BUT IS SUBJECT TO CHANGE.
- UTILITIES: THIS PROJECT SHALL BE SERVED BY MARION COUNTY CENTRAL WATER AND SEWER SYSTEMS.
- AN H.O.A., P.O.A., M.S.T.U., OR M.S.B.U., SHALL BE FORMED TO OWN, MANAGE AND MAINTAIN ALL COMMON AREAS AND COMMON ELEMENTS OF THE PUD, AND SHALL BE THE LEGAL ENTITY RESPONSIBLE FOR MANAGEMENT AND MAINTENANCE THE PUD, INCLUDING ANY STORMWATER MANAGEMENT FACILITIES WHICH ARE PRIVATELY OWNED.

**SITE COVERAGE & SUMMARY OF LAND USE ENTITLEMENT ELIGIBILITY:**

(BASED ON 60.70 GROSS ACREAGE)

EXISTING LAND USE	DENSITY/INTENSITY	ACREAGE	GROSS MAX. DEVELOPMENT
COMMERCIAL	1.00 F.A.R.	30.25 ACRES	1,317,690 SQUARE FEET
URBAN RESERVE	16 D.U. PER ACRE	30.45 ACRES	487 UNITS

**DENSITY ALLOCATION FOR PROPOSED PUD:**

PROPOSED USE	DENSITY/INTENSITY	ACREAGE ALLOCATED	GROSS MAX. DEVELOPMENT
COMMERCIAL	1.00 F.A.R.	8.95 ACRES	99,805 SQUARE FEET
RESIDENTIAL	8 D.U. PER ACRE	22.50 ACRES	180 UNITS
RESIDENTIAL	16 D.U. PER ACRE	29.25 ACRES	468 UNITS

THEREFORE:

99,805 SQUARE FEET OF BUILDING COVERAGE IS ALLOWED ON THE 8.95 ACRES COMMERCIAL PORTION OF THE PUD, AND 648 RESIDENTIAL UNITS ARE ALLOWED ON THE 51.75 ACRE RESIDENTIAL PORTION OF THE PUD. THIS PUD PLAN PROPOSES A MAXIMUM OF 648 RESIDENTIAL UNITS WHICH EQUALS 10.67 UNITS PER ACRE.

**DEVELOPMENT PHASING DESCRIPTION:** PHASING IS SUBJECT TO CHANGE

- PHASE 1: 40.76 ACRES OF COMMERCIAL DEVELOPMENT AND 180 TWO STORY TOWNHOMES
- PHASE 2: 10.37 ACRES OF 7 THREE STORY APARTMENTS (252 UNITS)
- PHASE 3: 9.57 ACRES OF 6 THREE STORY APARTMENTS (216 UNITS)

**MARION-FRIENDLY LANDSCAPE AREAS (MFLA):**

ALL THE MFLA LOCATIONS AND AREAS INFORMATION WILL BE INCLUDED ON THE IMPROVEMENTS PLAN.

**BREAKDOWN OF ACREAGE: (EXISTING)**

60.70 ACRES, MORE OR LESS (TOTAL)  
 30.25 ACRES WITH B-4 ZONING & COMMERCIAL LAND USE  
 30.45 ACRES WITH PUD ZONING & URBAN RESERVE LAND USE

**BREAKDOWN OF ACREAGE: (PROPOSED)**

60.70 ACRES, MORE OR LESS (TOTAL)  
 8.95 ACRES OF COMMERCIAL DEVELOPMENT  
 51.75 ACRES OF RESIDENTIAL DEVELOPMENT

51.75 ACRES:	180 UNITS
TOWNHOMES	180 UNITS
13 APARTMENTS (3 STORY, 36 UNITS)	468 UNITS
TOTAL	648 UNITS

**SPRINGS PROTECTION:**

THE PROPERTY LIES IN THE PRIMARY SPRINGS PROTECTION ZONE

**FLOOD ZONE NOTE:**

THE PROPERTY LIES WITHIN FLOOD ZONE X PER FEMA PANEL NUMBER 1208502600, EFFECTIVE DATE 08/20/09

**OPEN SPACE SPACE / MFLA DATA:**

PER MARION COUNTY LDC, THE MINIMUM OPEN SPACE REQUIRED IS 20% OF THE GROSS LAND AREA.  
 60.70 ACRES X 20% = 12.14 ACRES OF OPEN SPACE REQUIRED

15% OR 9.16 ACRES MUST BE MFLA.

5.0% OR 3.05 ACRES MUST BE IMPROVED OPEN SPACE

ALL DRA'S DESIGNATED AS RECREATION / OPEN SPACE SHALL MEET THE CRITERIA OF THE MARION COUNTY LAND DEVELOPMENT CODE, UNLESS A WAIVER IS OBTAINED FOR ADDITIONAL AREA TO BE UTILIZED.

THIS PROJECT WILL PROVIDE A MINIMUM OF THE FOLLOWING:

12.14 ACRES OF REQUIRED OPEN SPACE (THIS PLAN HAS 15.38 ACRES OF OPEN SPACE, SUBJECT TO CHANGE)

9.16 ACRES OF THE 12.21 ACRES WILL BE MFLA (THIS PLAN HAS 15 ACRES OF MFLA, SUBJECT TO CHANGE)

3.05 ACRES OF THE 12.21 ACRES WILL BE IMPROVED OPEN SPACE

**LANDSCAPE BUFFER NOTE:**

PROPOSED LANDSCAPE BUFFERS ALONG THE PERIMETER OF THE SITE SHALL COMPLY WITH THE MARION COUNTY LAND DEVELOPMENT CODE. BUFFERS TO BE DETERMINED AND FINALIZED AT THE DEVELOPMENT BUFFERS MAY VARY DEPENDING ON FINAL LAYOUT AND BUFFER WAIVERS MAY BE REQUIRED IN THE FUTURE AS THE PROPOSED PROJECT DEVELOPS.

**TRAFFIC STUDY NOTE:**

A TRAFFIC STUDY HAS BEEN CONDUCTED AS PART OF THIS PUD SUBMITTAL. PLEASE REFER TO PROVIDED TRAFFIC STUDY. ANY ADDITIONAL IMPROVEMENTS NEEDED (I.E. OFFSITE TRAFFIC IMPROVEMENTS) AS A RESULT OF THE FINAL APPROVED TRAFFIC STUDY WILL BE INCORPORATED INTO EACH PHASE OF THE PLANNED DEVELOPMENT AS APPLICABLE

NOTE REMOVED

**ACCESS MANAGEMENT NOTE:**

COMMERCIAL LOTS SHALL HAVE NO DIRECT ACCESS TO SW MARICAMP RD AND ACCESS TO PINE TRACE COURSE IS PROHIBITED. ACCESS TO SE MARICAMP RD WILL BE THROUGH THE SE 55 TH PL RD SITE ENTRANCE.

**CONSTRUCTION VEHICLE ACCESS NOTE:**

ALL CONSTRUCTION VEHICLE ACCESS MUST ACCESS THE SITE FROM SE MARICAMP ROAD, AND MUST NOT USE PINE TRACE.

**SIDEWALK/MULTI-MODAL PATH NOTE:**

INTERNAL SIDEWALKS & MULTI-MODAL PATHS WILL BE PROVIDED AT TIME OF SITE OR IMPROVEMENT PLAN SUBMITTAL. INTERNAL SIDEWALKS WILL BE DESIGNED IN SUCH A MANNER TO CONNECT TO THE COMMERCIAL AREA AND SE MARICAMP ROAD FOR PROPER PEDESTRIAN CIRCULATION AND MOBILITY.

**PARKING REQUIREMENTS:**

COMMERCIAL DEVELOPMENT:

TO BE DETERMINED AT TIME OF COMMERCIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT:

2 SPACES PER EACH UNIT

468 APARTMENT UNITS X 2 SPACES = 936 SPACES (PARKING PROVIDED = 989 SPACES)

180 TOWNHOME UNITS X 2 SPACES = 360 SPACES (PARKING PROVIDED = 360 SPACES)

**ADA PARKING:**

468 APARTMENT UNITS - 2% OF PARKING PROVIDED (989 PARKING PROVIDED) = 20 ADA SPACES

180 TOWNHOME UNITS - 8 ADA SPACE PER BETWEEN 301-400 SPACES PROVIDED = 8 ADA SPACES

TOTAL ADA PREQUIRED= 28 SPACES

TOTAL ADA PROVIDED = 53 ADA SPACES

**CONCURRENCY 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 CONCURRENCY REVIEW AND/OR APPROVAL HAS BEEN DEFERRED TO LATER DEVELOPMENT REVIEW STAGES, SUCH AS, BUT NOT LIMITED TO, BUILDING PERMIT REVIEW.

**PRIOR PUD APPROVAL NOTE:**

A PORTION OF THIS PROPERTY (HIGH POINT APARTMENTS PUD) IS APPROVED FOR 468 APARTMENT UNITS. THIS DENSITY IS ALLOWED BY RIGHT AT THIS TIME. NO INCREASE IN APARTMENT UNITS IS PROPOSED.

**BUILDING DIMENSIONS:**

CLUBHOUSE, APARTMENT, & TOWNHOME BUILDING DIMENSIONS SHOWN ARE SUBJECT TO CHANGE.

**ACCESSORY BUILDINGS & CLUBHOUSE NOTES:**

ANY CLUBHOUSE BUILDING SHALL HAVE A MAXIMUM HEIGHT OF 40 FEET.

ANY OTHER ACCESSORY BUILDINGS SHALL HAVE A MAXIMUM HEIGHT OF 20 FEET.

MAINTENANCE BUILDING SETBACKS SHALL BE 15 FEET MINIMUM FROM ALL PROPERTY LINES.

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**DAVE SCHMITT ENGINEERING, INC.**  
 12301 LAKE UNDERHILL ROAD  
 SUITE 241  
 ORLANDO, FL 32828  
 407-207-9088 FAX 407-207-9089  
 Certification of Authorization #27471

REVISIONS			
DATE	BY	DESCRIPTION	
12/12/2025	DM	REV. PER COUNTY COMMENTS	▲
10/20/2025	DM	REV. PER COUNTY COMMENTS	▲
07/17/2025	DM	REV. PER COUNTY COMMENTS	▲
06/12/2025	DM	REV. PER COUNTY COMMENTS	▲

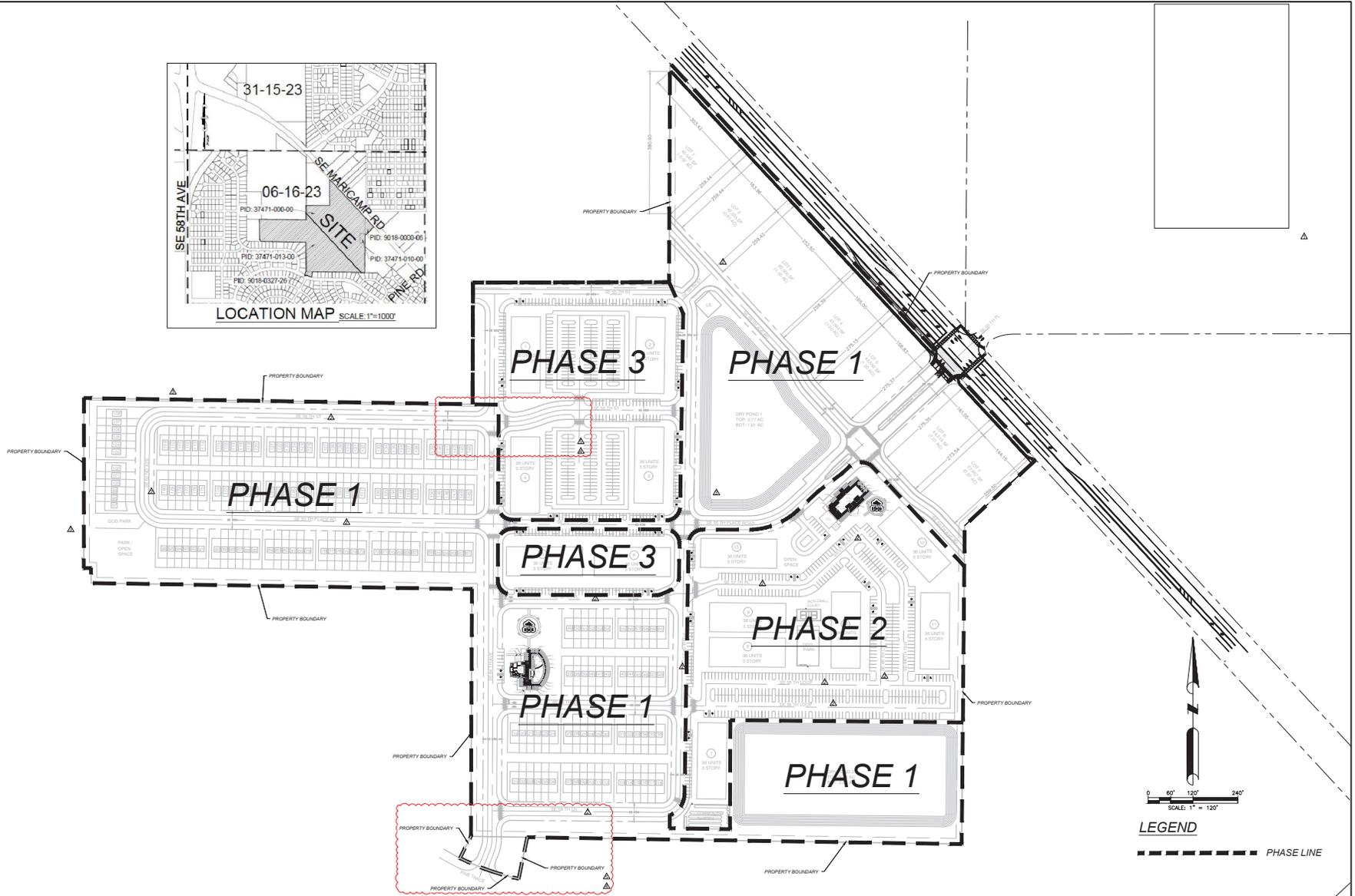
DAVE M. SCHMITT  
 FLORIDA REG. NUMBER  
 48274

**MASTER PLAN - 2 (NOTES)**

ARDEN OF OCALA  
 MARION COUNTY

DATE: MARCH 2025  
 PROJECT NO.: A0-1  
 DRAWN BY: DM  
 CHECKED BY: DMS  
 SCALE: NONE  
 SHEET: 3 OF 7

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**DAVE SCHMITT  
ENGINEERING, INC.**  
12301 LAKE UNDERHILL ROAD  
SUITE 241  
ORLANDO, FL 32828  
407-207-9088 FAX 407-207-9089  
Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12/12/2025	DM	REV. PER COUNTY COMMENTS
			10/29/2025	DM	REV. PER COUNTY COMMENTS
			08/15/2025	DM	REV. PER COUNTY COMMENTS
			07/17/2025	DM	REV. PER COUNTY COMMENTS
			06/12/2025	DM	REV. PER COUNTY COMMENTS

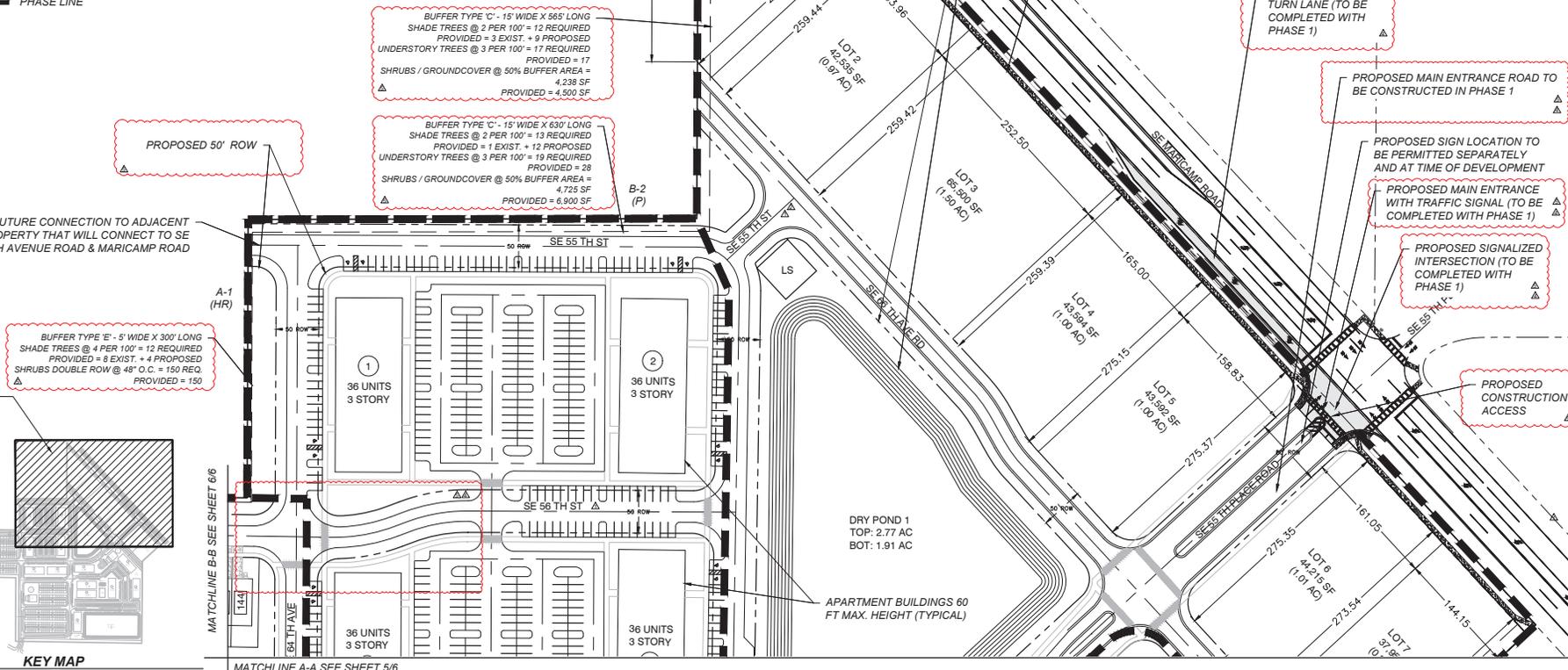
DAVE M. SCHMITT  
FLORIDA REG. NUMBER  
48274

**MASTER PLAN - 3 (PHASE PLAN)**  
ARDEN OF OCALA  
MARION COUNTY

DATE: MARCH 2025  
PROJECT NO.: AO-1  
DRAWN BY: DM  
CHECKED BY: DMS  
SCALE: 1" = 120'  
SHEET: 4 OF 7



**LEGEND**  
 - - - - PHASE LINE



PROPOSED 50' ROW

FUTURE CONNECTION TO ADJACENT PROPERTY THAT WILL CONNECT TO SE 64TH AVENUE ROAD & MARICAMP ROAD

PROPOSED 15' R.O.W. DEDICATION WITH REQUIRED SIDEWALK ALONG MARICAMP ROAD

PROPOSED RIGHT TURN LANE (TO BE COMPLETED WITH PHASE 1)

PROPOSED MAIN ENTRANCE ROAD TO BE CONSTRUCTED IN PHASE 1

PROPOSED SIGN LOCATION TO BE PERMITTED SEPARATELY AND AT TIME OF DEVELOPMENT

PROPOSED MAIN ENTRANCE WITH TRAFFIC SIGNAL (TO BE COMPLETED WITH PHASE 1)

PROPOSED SIGNALIZED INTERSECTION (TO BE COMPLETED WITH PHASE 1)

PROPOSED CONSTRUCTION ACCESS

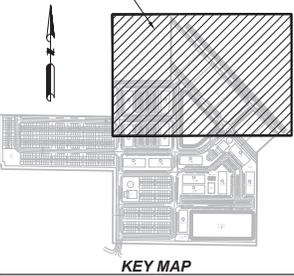
BUFFER TYPE 'C' - 15' WIDE X 565' LONG  
 SHADE TREES @ 2 PER 100' = 12 REQUIRED  
 PROVIDED = 3 EXIST. + 9 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 17 REQUIRED  
 PROVIDED = 17  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 4,238 SF  
 PROVIDED = 4,500 SF

BUFFER TYPE 'C' - 15' WIDE X 630' LONG  
 SHADE TREES @ 2 PER 100' = 13 REQUIRED  
 PROVIDED = 1 EXIST. + 12 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 19 REQUIRED  
 PROVIDED = 28  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 4,725 SF  
 PROVIDED = 6,900 SF

BUFFER TYPE 'C' - 15' WIDE X 1,320' LONG  
 SHADE TREES @ 2 PER 100' = 27 REQUIRED  
 PROVIDED = 28  
 UNDERSTORY TREES @ 3 PER 100' = 40 REQUIRED  
 PROVIDED = 45  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 9,900 SF  
 PROVIDED = 12,315 SF

BUFFER TYPE MODIFIED 'B' - 20' WIDE X 828' LONG WITH 6' WALL  
 SHADE TREES @ 2 PER 100' = 17 REQUIRED  
 PROVIDED = 18  
 UNDERSTORY TREES @ 3 PER 100' = 25 REQUIRED  
 PROVIDED = 32  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 8,280 SF  
 PROVIDED = 8,500 SF

BUFFER TYPE 'E' - 5' WIDE X 300' LONG  
 SHADE TREES @ 4 PER 100' = 12 REQUIRED  
 PROVIDED = 8 EXIST. + 4 PROPOSED  
 SHRUBS DOUBLE ROW @ 48" O.C. = 150 REQ.  
 PROVIDED = 150



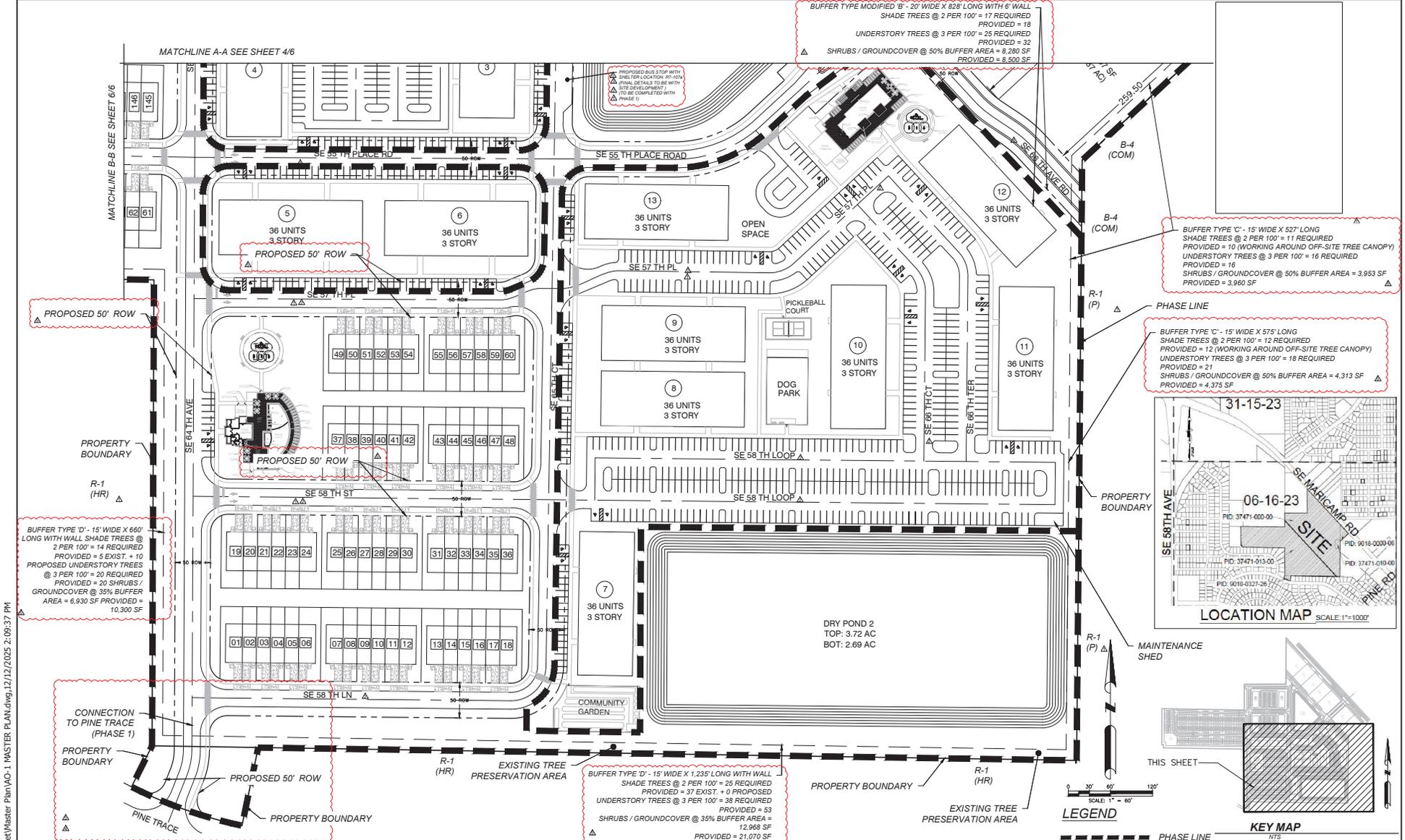
DATE		BY	DESCRIPTION	REVISIONS	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12/12/2025	DM	REV. PER COUNTY COMMENTS			
10/20/2025	DM	REV. PER COUNTY COMMENTS			
07/17/2025	DM	REV. PER COUNTY COMMENTS			
06/12/2025	DM	REV. PER COUNTY COMMENTS			

DAVE M. SCHMITT  
 FLORIDA REG. NUMBER  
 48274

**MASTER PLAN - 4**  
 ARDEN OF OCALA  
 MARION COUNTY

DATE: MARCH 2025  
 PROJECT NO.: AO-1  
 DRAWN BY: DM  
 CHECKED BY: DMS  
 SCALE: 1" = 60'  
 SHEET: 5 OF 7

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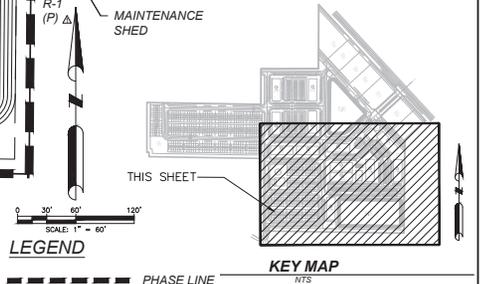
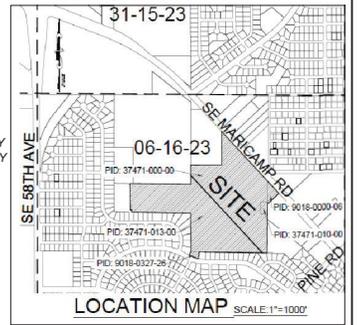
BUFFER TYPE MODIFIED 'B' - 20' WIDE X 828' LONG WITH 6' WALL  
 SHADE TREES @ 2 PER 100' = 17 REQUIRED PROVIDED = 18  
 UNDERSTORY TREES @ 3 PER 100' = 25 REQUIRED PROVIDED = 32  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 8,280 SF PROVIDED = 8,500 SF

BUFFER TYPE 'C' - 15' WIDE X 527' LONG  
 SHADE TREES @ 2 PER 100' = 11 REQUIRED PROVIDED = 10 (WORKING AROUND OFF-SITE TREE CANOPY)  
 UNDERSTORY TREES @ 3 PER 100' = 16 REQUIRED PROVIDED = 16  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 3,953 SF PROVIDED = 3,960 SF

BUFFER TYPE 'C' - 15' WIDE X 575' LONG  
 SHADE TREES @ 2 PER 100' = 12 REQUIRED PROVIDED = 12 (WORKING AROUND OFF-SITE TREE CANOPY)  
 UNDERSTORY TREES @ 3 PER 100' = 18 REQUIRED PROVIDED = 21  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 4,313 SF PROVIDED = 4,375 SF

BUFFER TYPE 'D' - 15' WIDE X 660' LONG WITH WALL SHADE TREES @ 2 PER 100' = 14 REQUIRED PROVIDED = 5 EXIST' + 10  
 PROPOSED UNDERSTORY TREES @ 3 PER 100' = 20 REQUIRED PROVIDED = 20  
 SHRUBS / GROUNDCOVER @ 35% BUFFER AREA = 6,930 SF PROVIDED = 10,300 SF

BUFFER TYPE 'D' - 15' WIDE X 1,235' LONG WITH WALL SHADE TREES @ 2 PER 100' = 25 REQUIRED PROVIDED = 37 EXIST. + 0 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 38 REQUIRED PROVIDED = 53  
 SHRUBS / GROUNDCOVER @ 35% BUFFER AREA = 12,968 SF PROVIDED = 21,070 SF



LEGEND

--- PHASE LINE



**DAVE SCHMITT ENGINEERING, INC.**  
 12301 LAKE UNDERHILL ROAD  
 SUITE 241  
 ORLANDO, FL 32828  
 407-207-9088 FAX 407-207-9089  
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REVISIONS		DATE		BY		DESCRIPTION	
		12/12/2025	DM	REV. PER COUNTY COMMENTS			
		10/20/2025	DM	REV. PER COUNTY COMMENTS			
		08/15/2025	DM	REV. PER COUNTY COMMENTS			
		07/17/2025	DM	REV. PER COUNTY COMMENTS			
		06/12/2025	DM	REV. PER COUNTY COMMENTS			

DAVE M. SCHMITT  
 FLORIDA REG. NUMBER 48274

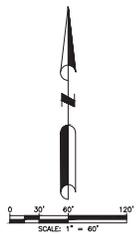
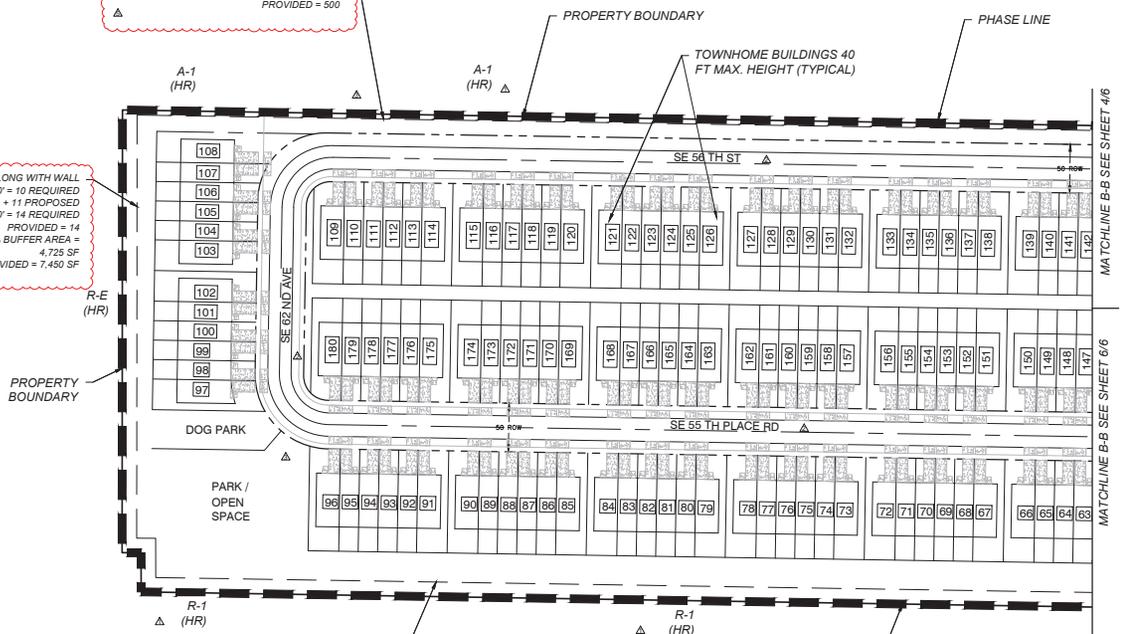
**MASTER PLAN - 5**  
**ARDEN OF OCALA**  
**MARION COUNTY**

DATE: MARCH 2025  
 PROJECT NO.: AO-1  
 DRAWN BY: DM  
 CHECKED BY: DMS  
 SCALE: 1" = 60'  
 SHEET: 6 OF 7

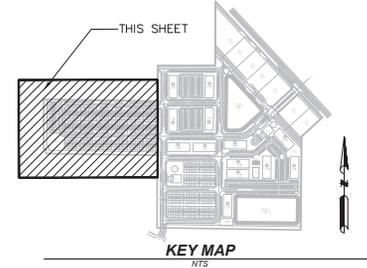
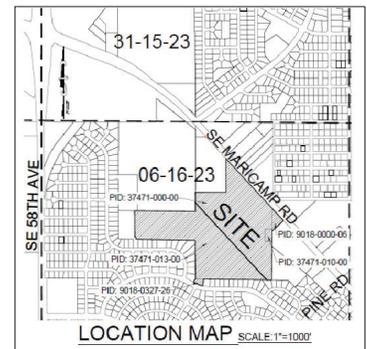
TYPE 'E' - 5' WIDE X 1,000' LONG  
 SHADE TREES @ 4 PER 100' = 40 REQUIRED  
 PROVIDED = 36  
 SHRUBS DOUBLE ROW @ 48" O.C. = 500 REQ.  
 PROVIDED = 500

TYPE 'D' - 15' WIDE X 450' LONG WITH WALL  
 SHADE TREES @ 2 PER 100' = 10 REQUIRED  
 PROVIDED = 3 EXIST. + 11 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 14 REQUIRED  
 PROVIDED = 14  
 SHRUBS / GROUND COVER @ 35% BUFFER AREA =  
 4,725 SF  
 PROVIDED = 7,450 SF

TYPE 'D' - 15' WIDE X 1,020' LONG WITH WALL  
 SHADE TREES @ 2 PER 100' = 21 REQUIRED  
 PROVIDED = 7 EXIST. + 14 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 31 REQUIRED  
 PROVIDED = 33  
 SHRUBS / GROUND COVER @ 35% BUFFER AREA =  
 10,710 SF  
 PROVIDED = 16,430 SF



**LEGEND**  
 - - - - - PHASE LINE



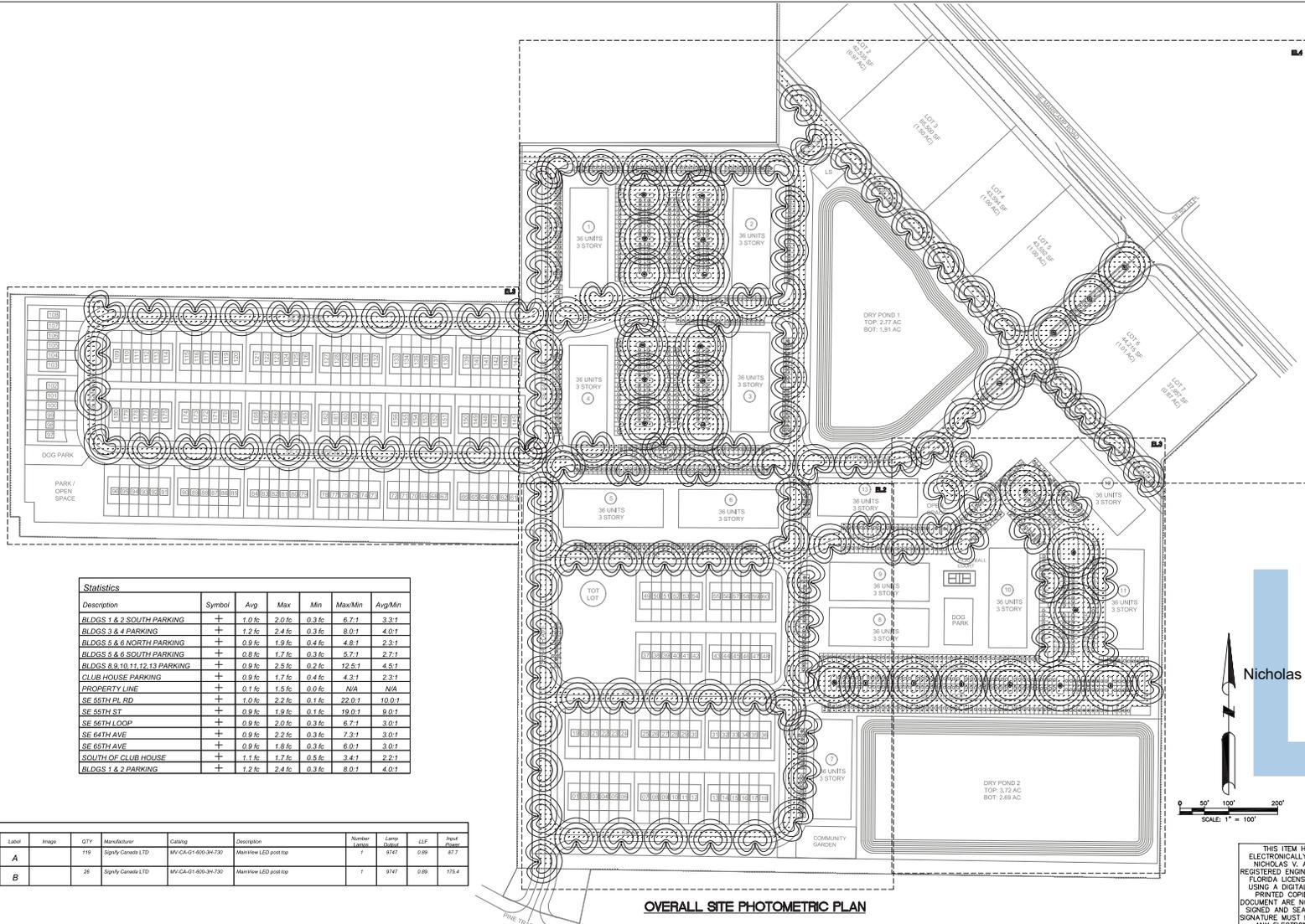
**DS**  
**DAVE SCHMITT ENGINEERING, INC.**  
 12301 LAKE UNDERHILL ROAD  
 SUITE 241  
 ORLANDO, FL 32828  
 407-207-9088 FAX 407-207-9089  
 Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12/12/2025	DM	REV. PER COUNTY COMMENTS			
08/15/2025	DM	REV. PER COUNTY COMMENTS			
07/17/2025	DM	REV. PER COUNTY COMMENTS			
06/12/2025	DM	REV. PER COUNTY COMMENTS			

DAVE M. SCHMITT  
 FLORIDA REG. NUMBER  
 48274

**MASTER PLAN - 6**  
 ARDEN OF OCALA  
 MARION COUNTY

DATE: MARCH 2025  
 PROJECT NO.: AO-1  
 DRAWN BY: DM  
 CHECKED BY: DMS  
 SCALE: 1" = 60'  
 SHEET: 7 OF 7



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BLDGS 1 & 2 SOUTH PARKING	+	1.0 fc	2.0 fc	0.3 fc	6.7:1	3.3:1
BLDGS 3 & 4 PARKING	+	1.2 fc	2.4 fc	0.3 fc	8.0:1	4.0:1
BLDGS 5 & 6 NORTH PARKING	+	0.9 fc	1.9 fc	0.4 fc	4.8:1	2.3:1
BLDGS 5 & 6 SOUTH PARKING	+	0.8 fc	1.7 fc	0.3 fc	5.7:1	2.7:1
BLDGS 8, 9, 10, 11, 12, 13 PARKING	+	0.9 fc	2.5 fc	0.2 fc	12.5:1	4.5:1
CLUB HOUSE PARKING	+	0.9 fc	1.7 fc	0.4 fc	4.3:1	2.3:1
PROPERTY LINE	+	0.1 fc	1.5 fc	0.0 fc	N/A	N/A
SE 55TH PL RD	+	1.0 fc	2.2 fc	0.1 fc	22.0:1	10.0:1
SE 55TH ST	+	0.9 fc	1.9 fc	0.1 fc	19.0:1	9.0:1
SE 56TH LOOP	+	0.9 fc	2.0 fc	0.3 fc	6.7:1	3.0:1
SE 64TH AVE	+	0.9 fc	2.2 fc	0.3 fc	7.3:1	3.0:1
SE 65TH AVE	+	0.9 fc	1.8 fc	0.3 fc	6.0:1	3.0:1
SOUTH OF CLUB HOUSE	+	1.1 fc	1.7 fc	0.5 fc	3.4:1	2.7:1
BLDGS 1 & 2 PARKING	+	1.2 fc	2.4 fc	0.3 fc	8.0:1	4.0:1

Schedule										
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number	Lamp	LLF	Foot
▲	A		119	Sigly Canada LTD	MV-CA-01-600-34730	MainView LED pool top	1	9747	0.89	87.3
▲	B		26	Sigly Canada LTD	MV-CA-01-600-34730	MainView LED pool top	1	9747	0.89	175.4

**Nicholas V Alers**

Digitally signed by Nicholas V Alers  
 DN: cn=Nicholas V Alers,  
 o=Nicholas V Alers, P, email=nick@nvalers.com,  
 c=US  
 Reason: I am the Signatory  
 Date: 2025.10.20 14:28:04-0400

0 50' 100' 200'  
 SCALE: 1" = 100'

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OVERALL SITE PHOTOMETRIC PLAN

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
07/23/25	NVA	SITE PLAN REVISION			
10/20/25	NVA	SITE PLAN REVISION			



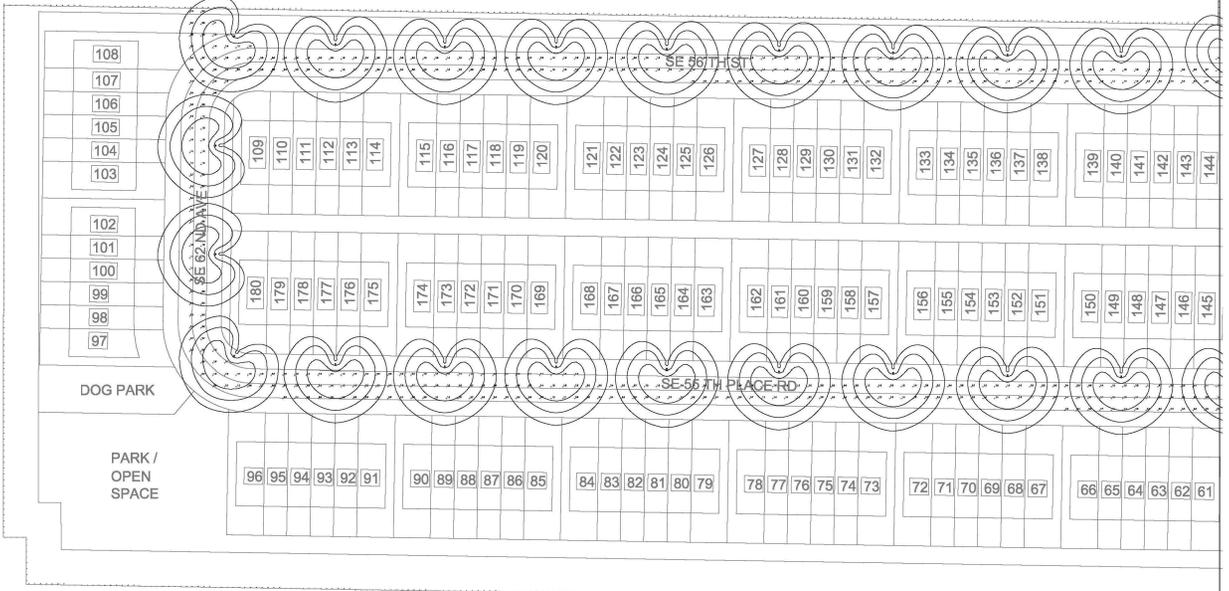
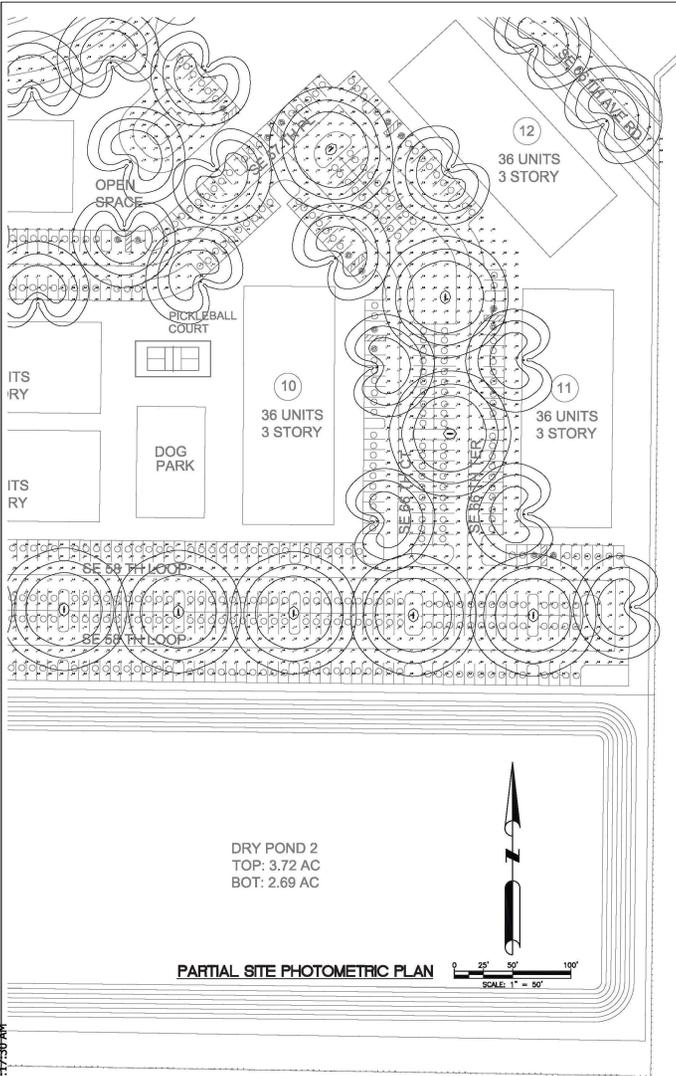
**PHOTOMETRIC PLAN**  
 ARDEN OF OCALA  
 MARION COUNTY, FLORIDA

DATE: JUN 2025  
 PROJECT NO.: AE25-020  
 DRAWN BY: NVA  
 CHECKED BY: NVA  
 SCALE: 1" = 100'  
 SHEET: EL1

**DAVE SCHMITT ENGINEERING, INC.**  
 12301 LAKE UNDERHILL ROAD  
 SUITE 241  
 ORLANDO, FL 32828  
 407-207-9088 FAX 407-207-9089  
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C:\Users\Nick\_Alers\OneDrive - Alers Engineering Group, LLC\MEG PROJECTS\MEG25-20 DSE AD-1 MIXED USE DEVELOPMENT\MARION COUNTY\ELC05E AD-1



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12301 LAKE UNDERHILL ROAD  
SUITE 241  
ORLANDO, FL 32828  
407-207-9088 FAX 407-207-9089  
Certification of Authorization #27471

CONTRACTOR'S WARRANTY  
I hereby state that these "As-Built" were furnished to me by the contractor listed below. I, or an employee under my direct supervision, have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.  
Contractor: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
07/23/25	NVA	SITE PLAN REVISION			
10/20/25	NVA	SITE PLAN REVISION			

**ALERS ENGINEERING GROUP, LLC**  
12301 LAKE UNDERHILL ROAD  
SUITE 241  
ORLANDO, FL 32828  
407-207-9088 FAX 407-207-9089  
www.alerseng.com  
ALERS-ENGINEERING.COM

**PHOTOMETRIC PLAN**  
ARDEN OF OCALA  
MARION COUNTY, FLORIDA

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NICHOLAS V. ALERS, P.E.  
FL P.E. # 48176



DATE: APR 2025  
PROJECT NO.: AE25-020  
DRAWN BY: NVA  
CHECKED BY: NVA  
SCALE: 1" = 50'  
SHEET: EL3



SEE SHEET L-100 FOR  
LANDSCAPE PLAN

**PROPOSED TREE CALCULATIONS**

TOTAL SITE = 2,608,324.55 S.F. = 59.88 ACRES  
 NUMBER OF REQUIRED SHADE TREES = 870  
 (ONE SHADE TREE PER 3,000 S.F.)  
 NUMBER OF PROPOSED SHADE TREES = 785  
 NUMBER OF PRESERVED TREES ON SITE = 88  
 NUMBER OF SHADE TREES ON SITE = 873

SEE SHEET L-100 'A' FOR  
LANDSCAPE PLAN

SEE SHEET  
L-101 FOR  
LANDSCAPE  
PLAN

SEE SHEET L-102 FOR  
LANDSCAPE PLAN

TYPE 'D' - 15' WIDE X 450' LONG WITH WALL  
 SHADE TREES @ 2 PER 100' = 10 REQUIRED  
 PROVIDED = 3 EXIST + 11 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 14 REQUIRED  
 PROVIDED = 14  
 SHRUBS / GROUNDCOVER @ 35% BUFFER AREA =  
 4,725 SF  
 PROVIDED = 7,450 SF

TYPE 'E' - 9' WIDE X 1,000' LONG  
 SHADE TREES @ 4 PER 100' = 40 REQUIRED  
 PROVIDED = 36  
 SHRUBS DOUBLE ROW @ 48" O.C. = 500 REQ.  
 PROVIDED = 500

TYPE 'E' - 9' WIDE X 300' LONG  
 SHADE TREES @ 4 PER 100' = 12 REQUIRED  
 PROVIDED = 8 EXIST + 4 PROPOSED  
 SHRUBS DOUBLE ROW @ 48" O.C. = 150 REQ.  
 PROVIDED = 150

TYPE 'C' - 15' WIDE X 565' LONG  
 SHADE TREES @ 2 PER 100' = 12 REQUIRED  
 PROVIDED = 3 EXIST + 9 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 17 REQUIRED  
 PROVIDED = 17  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA =  
 4,238 SF  
 PROVIDED = 4,500 SF

TYPE MODIFIED 18" - 20" WIDE X 425' LONG WITH 6" WALL  
 SHADE TREES @ 2 PER 100' = 17 REQUIRED  
 PROVIDED = 18  
 UNDERSTORY TREES @ 3 PER 100' = 25 REQUIRED  
 PROVIDED = 32  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 8,280 SF  
 PROVIDED = 8,500 SF

TYPE 'C' - 15' WIDE X 1,200' LONG  
 SHADE TREES @ 2 PER 100' = 27 REQUIRED  
 PROVIDED = 28  
 UNDERSTORY TREES @ 3 PER 100' = 40 REQUIRED  
 PROVIDED = 40  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA =  
 9,900 SF  
 PROVIDED = 12,315 SF

AGRICULTURAL (AG)

AGRICULTURAL (AG)

SINGLE FAMILY RESIDENTIAL (SFR)

SEE SHEET L-103 FOR  
LANDSCAPE PLAN

SEE SHEET L-108 FOR  
LANDSCAPE ENLARGEMENT  
PLAN

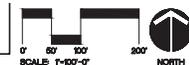
SEE SHEET L-105 FOR  
LANDSCAPE PLAN

TYPE 'D' - 15' WIDE X 690' LONG WITH WALL  
 SHADE TREES @ 2 PER 100' = 14 REQUIRED  
 PROVIDED = 5 EXIST + 10 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 20 REQUIRED  
 PROVIDED = 20  
 SHRUBS / GROUNDCOVER @ 35% BUFFER AREA =  
 6,900 SF  
 PROVIDED = 10,300 SF

TYPE 'D' - 15' WIDE X 1,235' LONG WITH WALL  
 SHADE TREES @ 2 PER 100' = 25 REQUIRED  
 PROVIDED = 37 EXIST + 8 PROPOSED  
 UNDERSTORY TREES @ 3 PER 100' = 38 REQUIRED  
 PROVIDED = 33  
 SHRUBS / GROUNDCOVER @ 35% BUFFER AREA =  
 12,868 SF  
 PROVIDED = 21,070 SF

TYPE 'C' - 15' WIDE X 527' LONG  
 SHADE TREES @ 2 PER 100' = 11 REQUIRED  
 PROVIDED = 10 (WORKING AROUND OFF-SITE TREE CANOPY)  
 UNDERSTORY TREES @ 3 PER 100' = 16 REQUIRED  
 PROVIDED = 16  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 3,963 SF  
 PROVIDED = 3,960 SF

TYPE 'C' - 15' WIDE X 575' LONG  
 SHADE TREES @ 2 PER 100' = 12 REQUIRED  
 PROVIDED = 12 (WORKING AROUND OFF-SITE TREE CANOPY)  
 UNDERSTORY TREES @ 3 PER 100' = 18 REQUIRED  
 PROVIDED = 21  
 SHRUBS / GROUNDCOVER @ 50% BUFFER AREA = 4,313 SF  
 PROVIDED = 4,375 SF



ARDEN OF OCALA

CONSULTANTS

DRAWING TITLE

LANDSCAPE KEY SHEET

REV.	DESCRIPTION	DATE	PROJECT ADDRESS	OWNER NAME AND ADDRESS
01	ISSUED COMMENTS	10-22-23		

PROJECT NO.	PHASE	SCALE	FILE NAME	DRAWN BY	CHECKED BY	DATE
XX-XXXX	PRELIM SET	1"=100'-0"	XX-XXXX	JY	CDK	07-14-25

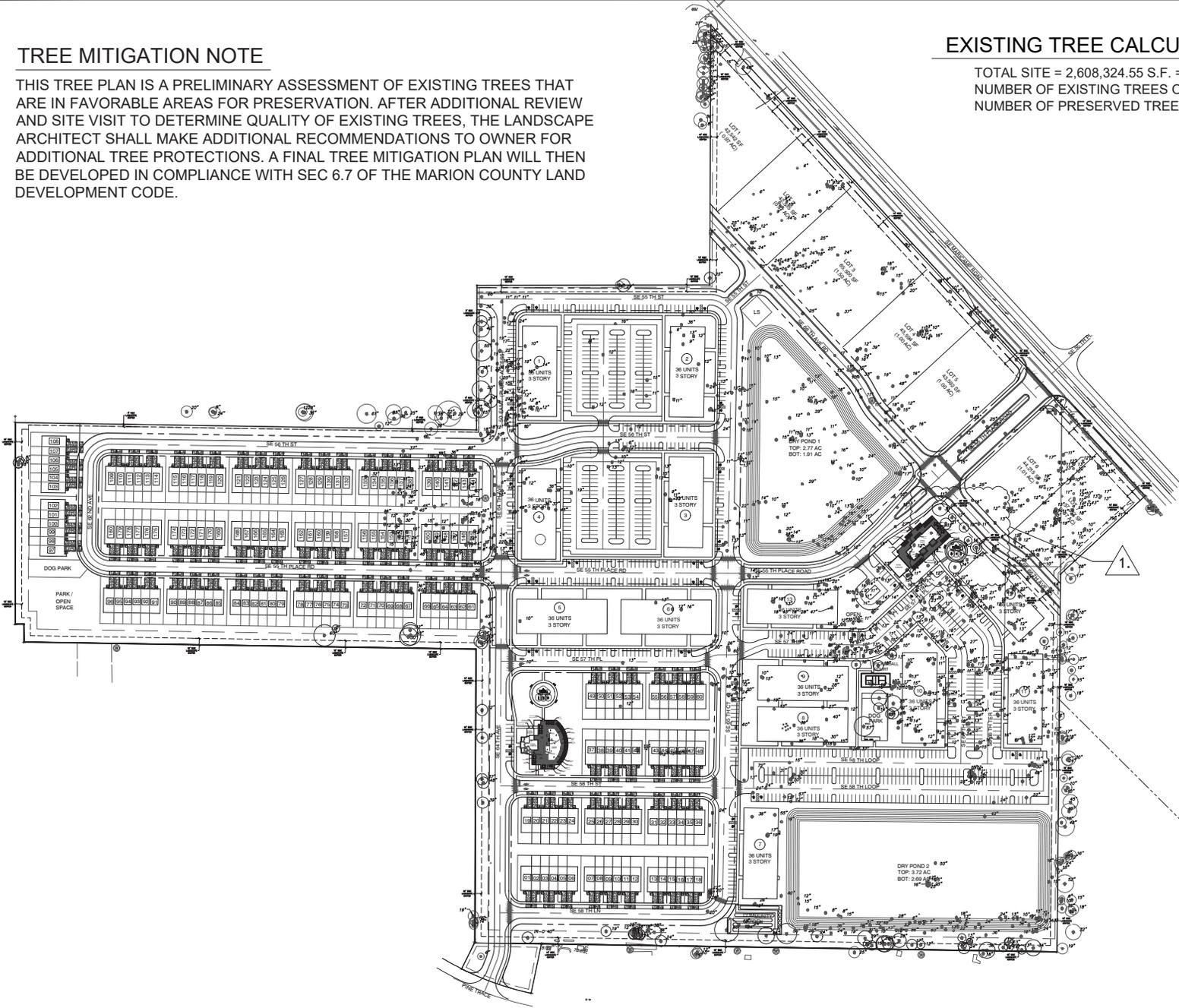
K-100

### TREE MITIGATION NOTE

THIS TREE PLAN IS A PRELIMINARY ASSESSMENT OF EXISTING TREES THAT ARE IN FAVORABLE AREAS FOR PRESERVATION. AFTER ADDITIONAL REVIEW AND SITE VISIT TO DETERMINE QUALITY OF EXISTING TREES, THE LANDSCAPE ARCHITECT SHALL MAKE ADDITIONAL RECOMMENDATIONS TO OWNER FOR ADDITIONAL TREE PROTECTIONS. A FINAL TREE MITIGATION PLAN WILL THEN BE DEVELOPED IN COMPLIANCE WITH SEC 6.7 OF THE MARION COUNTY LAND DEVELOPMENT CODE.

### EXISTING TREE CALCULATIONS

TOTAL SITE = 2,608,324.55 S.F. = 59.88 ACRES  
 NUMBER OF EXISTING TREES ON SITE = 1,054  
 NUMBER OF PRESERVED TREES ON SITE = 88



ARDEN OF OCALA

SCALE AND DATED SEAL

CONSULTANTS

DRAWING TITLE

PROJECT ADDRESS

REV. DESCRIPTION DATE

PROJECT NO.

PHASE

SCALE

FILE NAME

DRAWN BY

CHECKED BY

DATE

OWNER NAME AND ADDRESS

DATE

**PLANT LEGEND**

**SHADE TREE**

-  LIVE OAK - QUERCUS VIRGINIANA  
4" CAL./6" SPRD./14 HT.  
(QUANTITY = 164)
-  HIGHRISE LIVE OAK - QUERCUS VIRGINIANA  
4" CAL./6" SPRD./14 HT.  
(QUANTITY = 194)
-  ALLEE ELM - ULMUS AMERICANA  
4" CAL./6" SPRD./14 HT.  
(QUANTITY = 53)
-  SWEETGUM - LIQUIDAMBAR STYRUCIFLUA  
4" CAL./6" SPRD./14 HT.  
(QUANTITY = 40)
-  RED MAPLE - ACER RUBRUM  
4" CAL./5" SPRD./12 HT.  
(QUANTITY = 38)
-  SOUTHERN RED CEDAR - CUPRESSUS SEMPERVIRENS  
4" CAL./5" SPRD./12 HT.  
(QUANTITY = 54)

**MEDIUM SHADE TREE**

-  SOUTHERN MAGNOLIA - MAGNOLIA GRANDIFLORA  
4" CAL./5" SPRD./12 HT.  
(QUANTITY = 40)
-  SLASH PINE - PINUS ELLIOTTII  
3" CAL./4" SPRD./10 HT.  
(QUANTITY = 72)
-  BALD CYPRESS - TAXODIUM DISTICHUM  
3" CAL./4" SPRD./10 HT.  
(QUANTITY = 25)
-  BALD CYPRESS - TAXODIUM DISTICHUM  
4" CAL./6" SPRD./14 HT.  
(QUANTITY = 21)

**UNDERSTORY TREE**

-  LIGUSTRUM TREE - LIGUSTRUM JAPONICUM  
2.5" CAL./8" SPRD./8 HT./MULTI-TRUNKED  
(QUANTITY = 114)
-  CRAPE MYRTLE - LAGERSTROEMIA INDICA  
3" CAL./6" SPRD./10 HT.  
(QUANTITY = 291)
-  FLATWOODS PLUM - PRUNUS UMBELLATA  
2.5" CAL./8" O.A./SPK/CMN.  
(QUANTITY = 123)

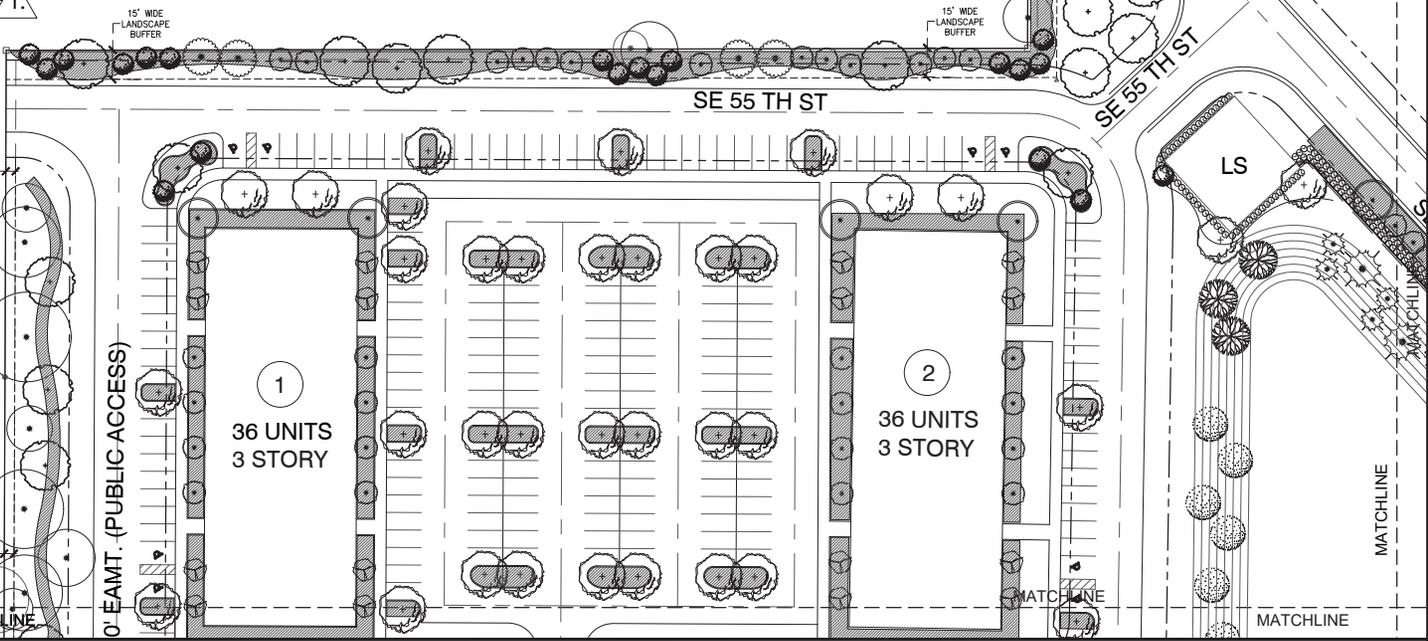
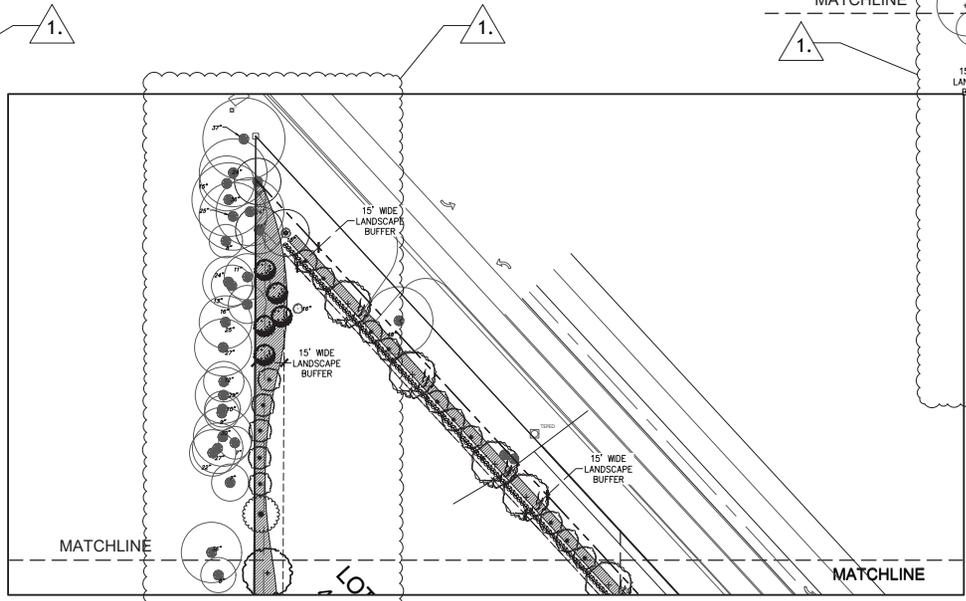
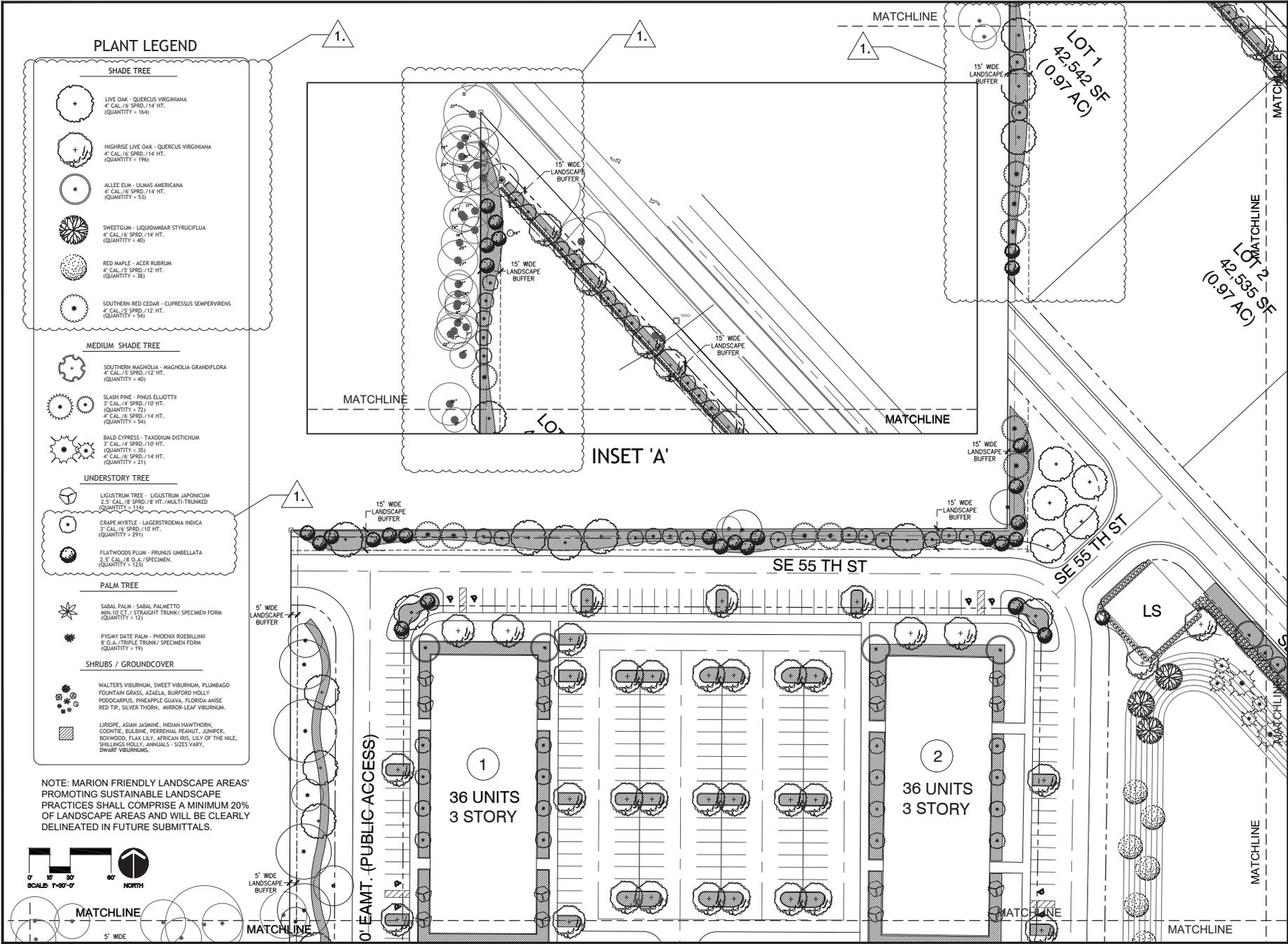
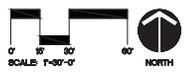
**PALM TREE**

-  SABAL PALM - SABAL PALMETTO  
MIN. 10 CT. / STRAIGHT TRUNK / SPECIMEN FORM  
(QUANTITY = 12)
-  PYCNANTHUS DATE PALM - PHOENIX ROEBILLII  
8" O.A. / TRIPLE TRUNK / SPECIMEN FORM  
(QUANTITY = 19)

**SHRUBS / GROUNDCOVER**

-  WALTERS VIBURNUM, SWEET VIBURNUM, PLUMBAGO  
FOUNTAIN GRASS, AZALEA, BURFORD HOLLY,  
PODOCARPUS, PINEAPPLE GUAVA, FLORIDA ANISE,  
RED TIP, SILVER THORN, MIRROR-LEAF VIBURNUM.
-  LIRIODENDRON, ASIAN JASMINE, INDIAN HAWTHORN,  
COONITE, BLUELINE, PERENNIAL PEANUT, JUNIPER,  
BOYWOOD, FLAX LILY, AFRICAN BIR, LILY OF THE NILE,  
SHILLINGS HOLLY, ANNUALS - SIZES VARY,  
DWARF VIBURNUMS.

NOTE: MARION FRIENDLY LANDSCAPE AREAS PROMOTING SUSTAINABLE LANDSCAPE PRACTICES SHALL COMPRISE A MINIMUM 20% OF LANDSCAPE AREAS AND WILL BE CLEARLY DELINEATED IN FUTURE SUBMITTALS.





**PIERRELLI PARTNERS**  
LANDSCAPE ARCHITECTS  
ORLANDO, FL 32825 (407) 418-1338  
www.pierrellipartners.com

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SCALE: 1"=30'-0"

PROJECT ADDRESS: ARDEN OF OCALA

PROJECT TITLE: LANDSCAPE PLAN

OWNER NAME AND ADDRESS:

DATE: 01-14-25

PHASE: PRELIM SET

SCALE: 1"=30'-0"

FILE NAME: 17-0307

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 01-14-25

REV. 1: DESCRIPTION DATE

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REV. 3: [Blank] [Blank] [Blank]

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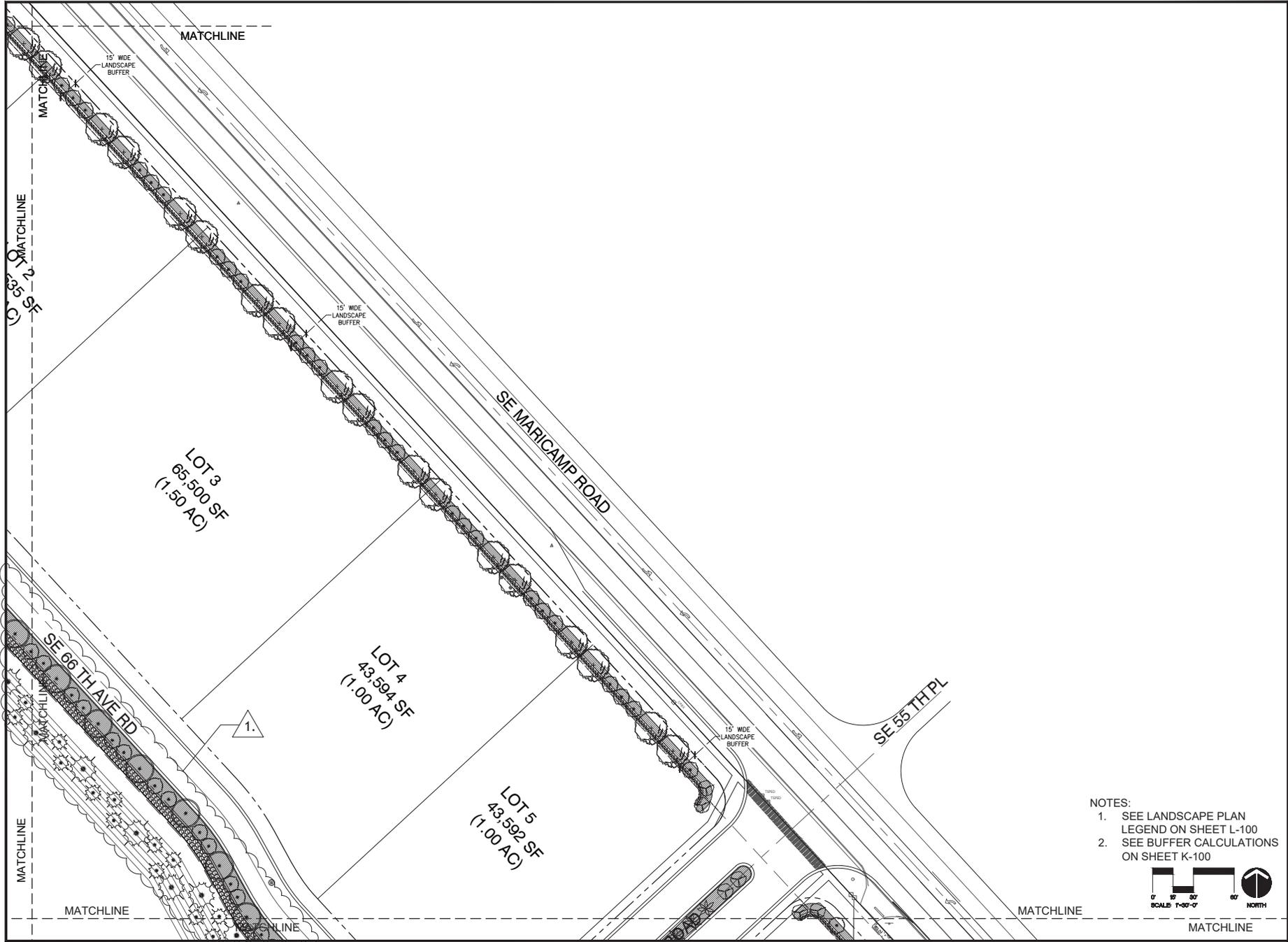
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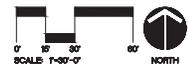
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**L-100**



- NOTES:
1. SEE LANDSCAPE PLAN LEGEND ON SHEET L-100
  2. SEE BUFFER CALCULATIONS ON SHEET K-100



ARDEN OF OCALA

PROJECT NO. XXXXXX	REV. 1 DESCRIPTION DATE 01. 15.00.07 10-22-07	PROJECT ADDRESS SE 66 TH AVE RD	DRAWING TITLE LANDSCAPE PLAN	CONSULTANTS HERRILL & PARTNERS ORLANDO, FL 32807 (407) 418-1338 CHRISTOPHER S. REE LAMP-712
PHASE PRELIM SET	SCALE 1"=30'-0"	OWNER NAME AND ADDRESS XXXXXX		
FILE NAME XXXXXX	DRAWN BY JF	CHECKED BY CDK		
DATE 07-14-05				

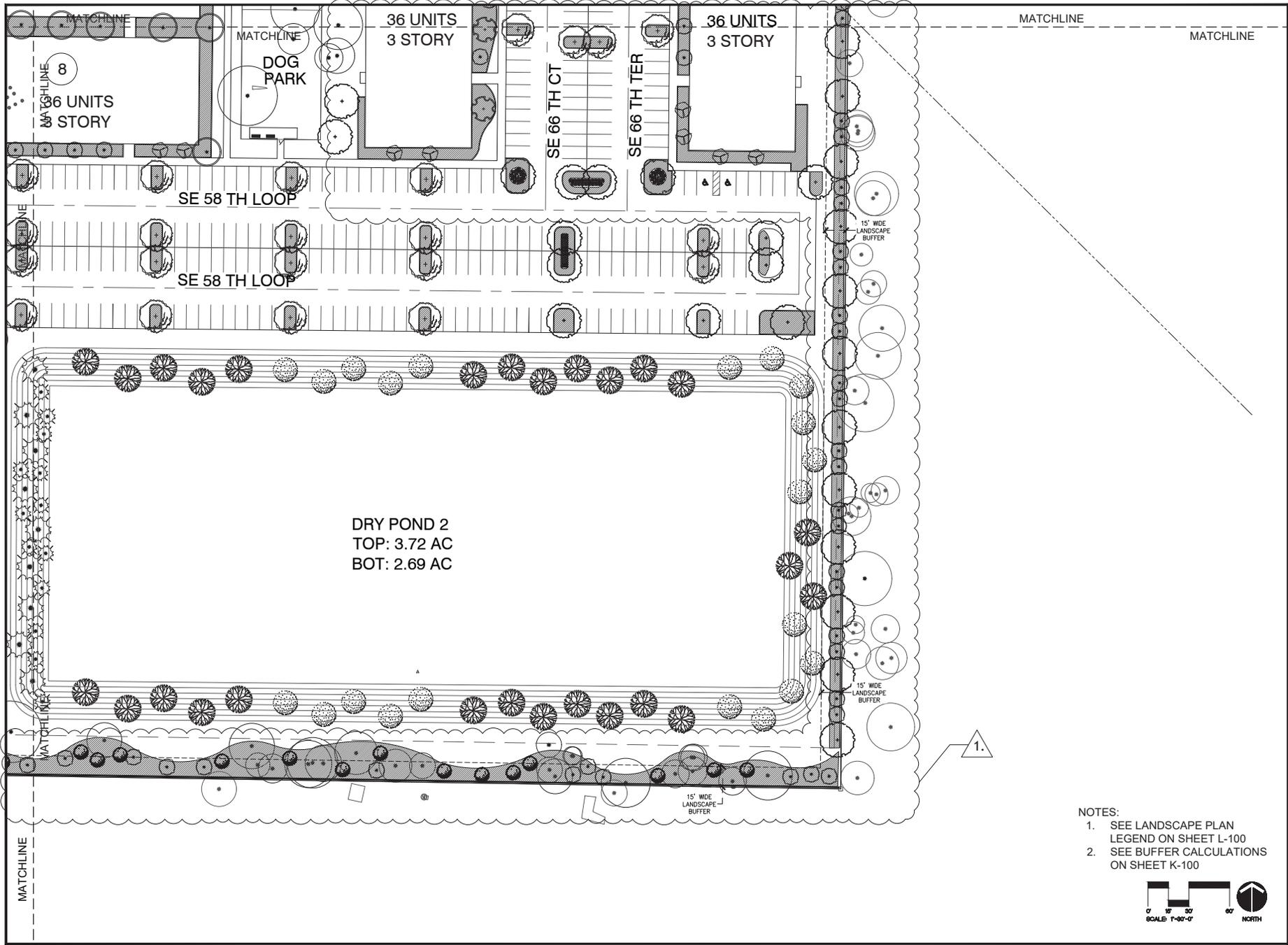
L-101









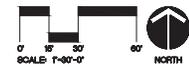


DRY POND 2  
 TOP: 3.72 AC  
 BOT: 2.69 AC

MATCHLINE MATCHLINE

MATCHLINE

- NOTES:
1. SEE LANDSCAPE PLAN LEGEND ON SHEET L-100
  2. SEE BUFFER CALCULATIONS ON SHEET K-100



ARDEN OF OCALA

CONSULTANTS

DRAWING TITLE

LANDSCAPE PLAN

PROJECT ADDRESS

OWNER NAME AND ADDRESS

REV.	DESCRIPTION	DATE
01	ISSUE COMMENTS	10-22-23

PROJECT NO.	PHASE SET	SCALE	FILE NAME	DRAWN BY	CHECKED BY	DATE
XX-XXXX	1"	1"=30'-0"	XX-XXXX	JT	CDR	01-14-25

SCALED, AND DATED: SCALE

Landscape Architecture

CHRISTOPHER R. ROSE LPA#06-7122

ORLANDO, FL 32807 (407) 418-1338

www.parrilli.com

PARRILLI + PARTNERS

L-106





## **RESOLUTION NO. 23-R-46**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT ON ±61.17 ACRES FOR MARICAMP INVESTMENT, LLC. -SHAHAB EUNUS, ZONING CASE NUMBER 221107ZP; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an application for a Planned Unit Development was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on November 28, 2022; and

**WHEREAS**, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, February 21, 2023. Now therefore,

**BE IT RESOLVED** by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. PLANNED UNIT DEVELOPMENT APPLICATION 221107ZP – Maricamp Investment, LLC. Shahab Eunus.** The application requesting a Planned Unit Development, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Paolo Mastroserio, P.E., Mastroserio Engineering, Inc., Ocala FL 34471, rezoning from Single-Family Dwelling (R-1), Regional Business (B-4) and Planned Unit Development (PUD) to Planned Unit Development (PUD), for a proposed 648-unit development consisting of Townhomes (180-units) and Apartments (468-units) and 13.45 Acres of commercial area (Arden of Ocala), on an approximate 61.17 Acre Tract, on Parcel Account Numbers 37471-000-00, 37471-010-00, 37471-013-00, 9018-0000-06 and 9018-0327-33.

**SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS.** The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission recommending approval of the Planned Unit Development and the Board approves the Planned Unit Development subject to the following development conditions:

1. The PUD is restricted to a total of 648 dwellings units (2-story attached townhomes and 3-story apartments), accompanying accessory amenities, and commercially designated areas consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated 02/09/2023; Attachment B).
2. The PUD shall be limited to 150,000 GSF of commercial use, over an area of 13.45 acres, consistent with the Community Business (B-2) zoning classification.

3. Prior to completion and approval of the final PUD Master Plan, the project 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.
4. Development cannot commence until an access point to Pine Trace has been provided and this PUD amended to incorporate such access point in the PUD.
5. Any portion of the PUD with access to Pine Trace shall be required to join the County's MSBU for maintenance of such roads as well as roads connected thereto.
6. Access to Pine Trace Course shall be prohibited.
7. All access point locations will be worked out to the satisfaction of the Development Review Committee during the time of Development Review.
8. Commercial development shall be connected to internal roads and shall have no direct access to SE Maricamp Rd. The internal access shall be behind the commercial area (south of the commercial area) running parallel to Maricamp Rd. Parallel access in the front may also be provided.
9. All internal streets shall be developed to the standards of private subdivision streets with sidewalks as required by the Marion County LDC.
10. Sidewalks shall be provided along SE Maricamp Rd.
11. The commercial areas shall address potential locations for public transit facilities, this is to be done at the Master Plan or Major Site Plan level, whichever comes first.
12. The PUD shall connect to Marion County centralized water and sewer.
13. Buffers shall be consistent with the LDC.
14. Recreational amenities shall be developed before or at the same time as the proposed phase on the Conceptual Plan.
15. Overhangs such as building pop-outs, cantilevers, and/or other extensions that project outward from the principal structure shall be reviewed similar to the Multiple Family Dwelling (R-3) zoning classification of the LDC
16. Apartments shall be a maximum of 60' in height, townhomes shall be a maximum of 40' in height. Any clubhouse buildings heights shall be a maximum of 40' and accessory structures shall be limited to 20'.
17. A modified Type B Buffer is required between the commercial and residential area, internal to the PUD. The modified Type B Buffer shall consist of a 20-foot wide landscape strip with a 6' opaque fence in lieu of 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. This buffer shall include pedestrian access to the commercial areas as well.
18. To the extent possible, the existing vegetation along the boundary of the PUD and the residential community to the south shall be not be disturbed and shall be maintained in perpetuity.

19. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the Applicant's expense.
20. Development Conditions Attachments:
  - a. Revised PUD Master Plan

**SECTION 3. COMPLIANCE/REVOCATION.** Violation or failure to comply with one or more condition(s) of this Planned Unit Development shall be grounds for code enforcement action and/or repeal, in part and/or total, as related to this Planned Unit Development by the Board at a noticed public hearing.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** in regular session this 21<sup>st</sup> day of February, 2023.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA**

  
\_\_\_\_\_  
GREGORY C. HARRELL, CLERK

  
\_\_\_\_\_  
CRAIG CURRY, CHAIRMAN

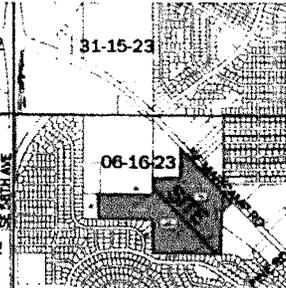
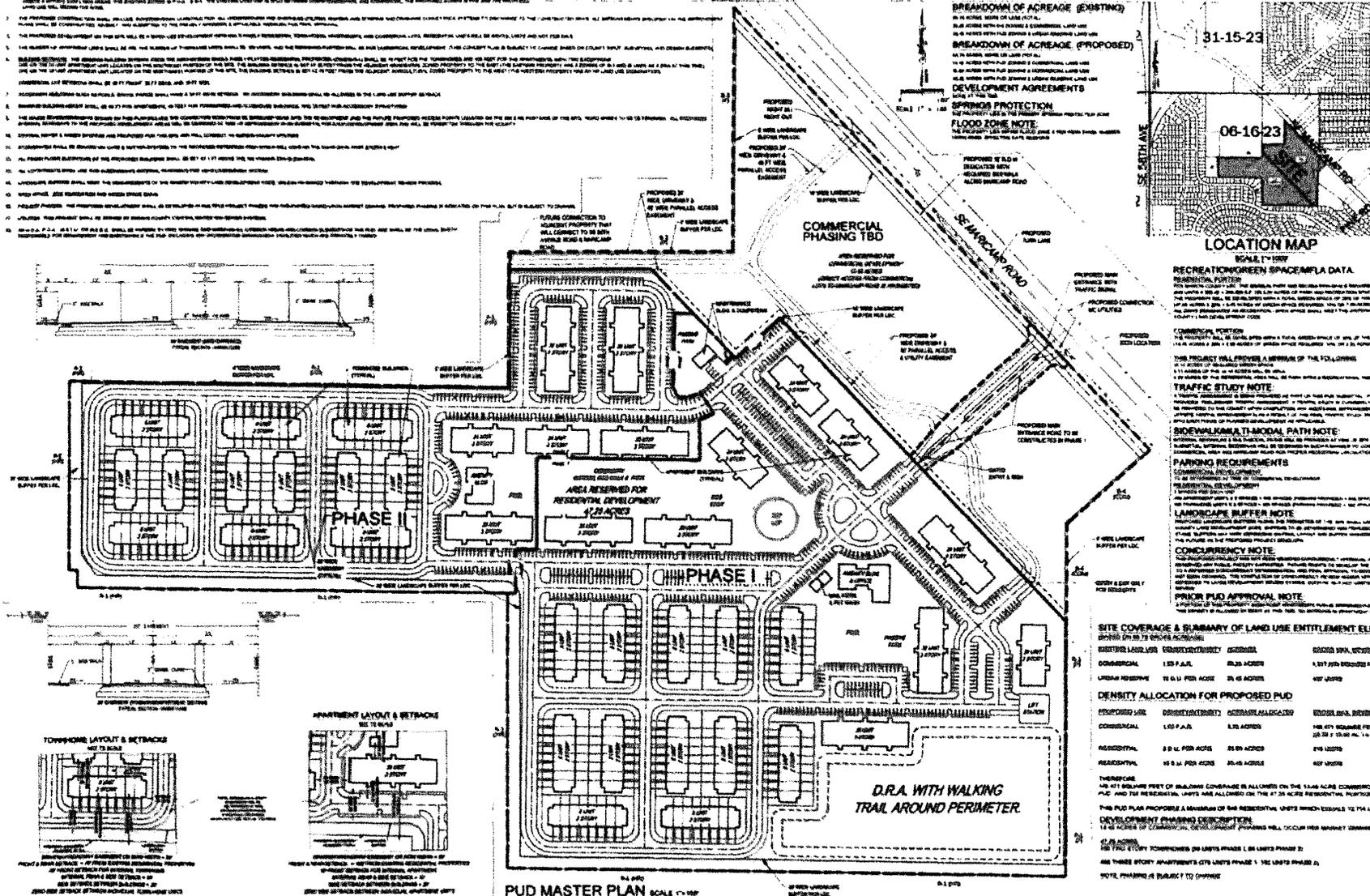
PLAN NOTES

PROJECT AND SITE INFORMATION: PROJECT IS BEING DEVELOPED BY THE DEVELOPER AND THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.

1. THE PROJECT IS BEING DEVELOPED IN PHASES I AND II. PHASE I IS BEING DEVELOPED FIRST AND PHASE II IS BEING DEVELOPED SECOND. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.
2. THE PROJECT IS BEING DEVELOPED IN PHASES I AND II. PHASE I IS BEING DEVELOPED FIRST AND PHASE II IS BEING DEVELOPED SECOND. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.
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13. THE PROJECT IS BEING DEVELOPED IN PHASES I AND II. PHASE I IS BEING DEVELOPED FIRST AND PHASE II IS BEING DEVELOPED SECOND. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.
14. THE PROJECT IS BEING DEVELOPED IN PHASES I AND II. PHASE I IS BEING DEVELOPED FIRST AND PHASE II IS BEING DEVELOPED SECOND. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.
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20. THE PROJECT IS BEING DEVELOPED IN PHASES I AND II. PHASE I IS BEING DEVELOPED FIRST AND PHASE II IS BEING DEVELOPED SECOND. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.

# "ARDEN OF OCALA" CONCEPTUAL P.U.D. PLAN

(INCLUDES A PORTION OF THE PRIOR APPROVED "HIGH POINT APARTMENTS PUD")



**RECREATION/GREEN SPACE/PLA DATA**

THE PROJECT WILL PROVIDE A MINIMUM OF THE FOLLOWING:

- 1. 1.1 ACRES OF OPEN SPACE
- 2. 1.1 ACRES OF OPEN SPACE
- 3. 1.1 ACRES OF OPEN SPACE

**TRAFFIC STUDY NOTE**

A TRAFFIC STUDY HAS BEEN CONDUCTED BY THE DEVELOPER AND THE RESULTS OF THE STUDY ARE AS FOLLOWS:

- 1. THE PROJECT WILL GENERATE AN ANNUAL TRAFFIC VOLUME OF 100,000 VEHICLES PER DAY.
- 2. THE PROJECT WILL GENERATE AN ANNUAL TRAFFIC VOLUME OF 100,000 VEHICLES PER DAY.

**PARKING REQUIREMENTS**

COMMERCIAL: 1.5 SPACES PER 1,000 SQ. FT.

RESIDENTIAL: 1.5 SPACES PER UNIT.

**PRIOR PUD APPROVAL NOTE**

A PORTION OF THE PROJECT IS BEING DEVELOPED IN PHASES I AND II. THE DEVELOPER IS NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.

SITE COVERAGE & SUMMARY OF LAND USE ENTITLEMENT ELIGIBILITY			
USE	DENSITY/COVERAGE	ACRES	PERCENTAGE OF TOTAL SITE
COMMERCIAL	1.5 SPACES PER 1,000 SQ. FT.	1.1 ACRES	1.1%
RESIDENTIAL	1.5 SPACES PER UNIT	1.1 ACRES	1.1%

PROJECT: ARDEN OF OCALA CONCEPTUAL P.U.D. PLAN  
 BARON COUNTY, FL. SEC. 16, T. 19N, R. 10E, PG. 21E  
 TITLE: CONCEPTUAL P.U.D. PLAN  
 ENGINEER'S CERTIFICATION  
 I, THE ENGINEER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA AND THAT I HAVE PREPARED THIS PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS.  
 DATE: 10/15/2024  
 SIGNATURE: [Signature]



# Marion County

## Board of County Commissioners Planning and Zoning

### Agenda Item

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**File No.:** 2026-21963

**Agenda Date:** 2/18/2026

**Agenda No.:** 1.2.3.

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**SUBJECT:**

**PUBLIC HEARING: First of Two Public Hearings for Presentation and Discussion to Consider a Development Agreement Amendment (Amendment, 2025-DM01) between Marion County, Florida, and Golden Ocala Equestrian Land, L.L.C., Equestrian Operations, L.L.C., Roberts Development Corporation, and R.L.R. Investments, LLC., Related to the Golden Ocala Development, Including the World Equestrian Center; and Request to Confirm the Second Public Hearing to Consider the Agreement Amendment on Wednesday, March 18, 2026, at 1:30 p.m.**

**INITIATOR:**

**Kenneth Weyrauch, Deputy Director**

**DEPARTMENT:**

**Growth Services**

**DESCRIPTION/BACKGROUND:**

James W. Gooding, III, Esq., on behalf of Golden Ocala Equestrian Land, L.L.C., Equestrian Operations, L.L.C., Roberts Development Corporation, and R.L.R. Investments, LLC., (Owners), has submitted a Development Agreement Amendment (Amendment) related to the Golden Ocala Development, including the World Equestrian Center, regarding potential development within the project including, but not limited to, deleting a provision prohibiting conducting certain concert event within the project, revising the listing of uses, increasing potential hotel room development amounts, and establishing a timeframe to complete an additional amendment to the overall Development Agreement to reflect updated determinations regarding concurrency, concurrency certification, proportionate share, transportation impact fee credits, and transportation improvements related to the project and the improvements based on traffic studies currently completing final review.

The Golden Ocala & World Equestrian Center (GO-WEC) development project is a mixed-use development consisting of residential, commercial, and indoor/outdoor event facilities lying west/northwest of the City of Ocala. The GO-WEC development is a development of regional impact equivalent project reflected in Marion County's Comprehensive Plan through a series of future land use designations and future land use policies via a series of Comprehensive Plan Amendments and various Rezoning & Special Use Permit Applications. This Amendment proposes revising an existing amended Development Agreement to reflect concurrent Comprehensive Plan Amendment (25-L01 and 25-L02) and Rezoning (250606ZP) Application requests. The Amendment proposes deleting a provision prohibiting conducting certain concert events within the project, revising the listing of uses, providing for event and sports facilities, increasing potential hotel room development amounts, and establishing a timeframe to complete an additional amendment to the overall Development Agreement to reflect updated determinations regarding concurrency, concurrency certification, proportionate share, transportation impact fee credits, and transportation improvements related to the project and the improvements based on traffic studies currently completing final review.

This public hearing represents the first of two (2) public hearings regarding the Amendment. The Board's regularly scheduled Planning & Zoning Agenda date of March 18, 2026, at 1:30 p.m. is available and staff recommends establishing March 18, 2026, at 1:30 p.m. in the McPherson Governmental Campus Auditorium, 601 SE 25<sup>th</sup> Avenue, Ocala, Florida, for the second hearing.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Receive public comment, provide direction to staff, and motion to confirm the second public hearing to consider the Agreement on Wednesday, March 18, 2026, at 1:30 p.m.



# Marion County Board of County Commissioners

Office of the County Attorney

601 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471  
Phone: 352-438-2330  
Fax: 352-438-2331

## Proof of Publication

No.: 2026-0015

STATE OF FLORIDA  
COUNTY OF MARION  
PREPARED BY HEATHER FLYNN:

Before the undersigned authority personally appeared Heather Flynn, who on oath says that they are the Legal Services Manager of Marion County, Florida; that the attached copy of advertisement: Notice Of Public Hearing By Marion County Board of County Commission for Wednesday, February 18, 2026 was published on the publicly accessible website, MarionFL.org/LegalNotices, of Marion County, Florida on February 9, 2026.

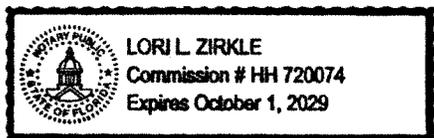
Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature: *Heather Flynn*  
Date: 020926

Business Impact Estimate published with the advertisement and attached.

THIS SECTION PREPARED BY NOTARY:

Sworn and Subscribed before me this 9<sup>th</sup> day of February, 2026, by Heather Flynn who is: personally known to me  or who has produced \_\_\_\_\_ as identification.



*Lori L. Zirkle*  
Signature of Notary Public

Notary Public Stamp

ATTACH COPY FROM WEBSITE POSTING



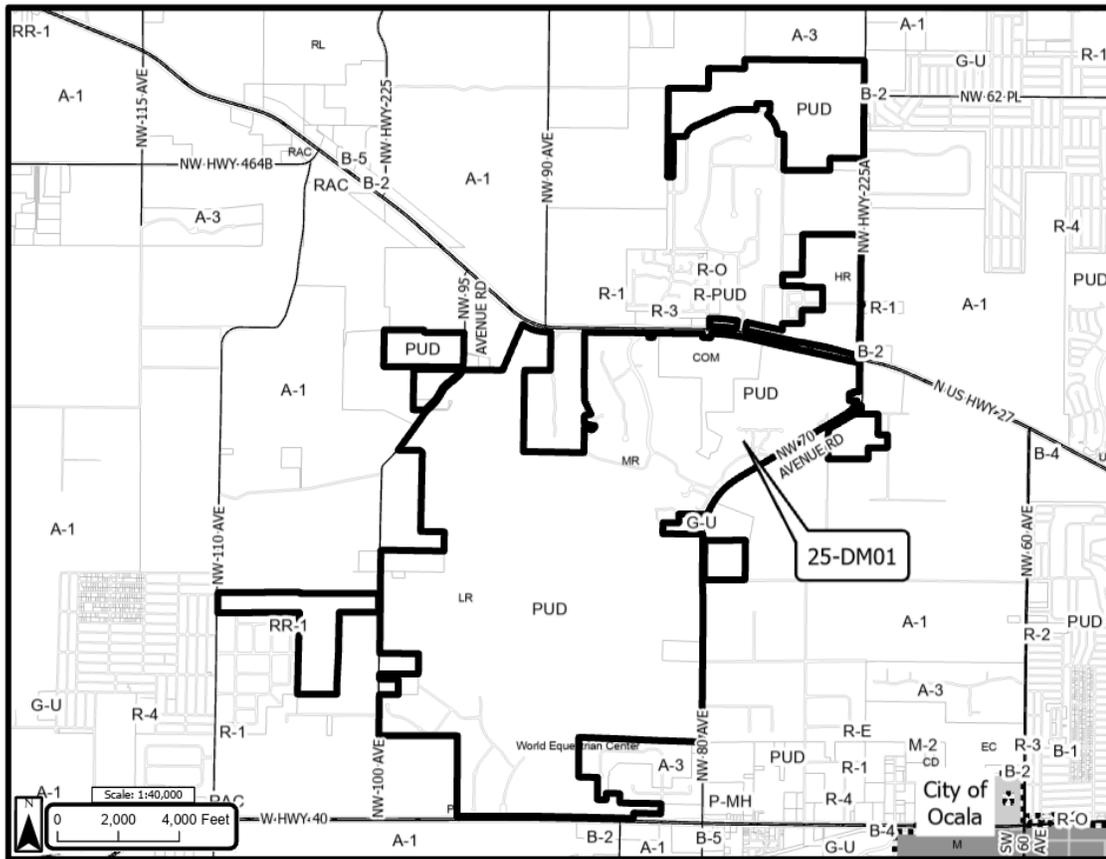
## Legal Notices

# NOTICE OF PUBLIC HEARING BY MARION COUNTY BOARD OF COUNTY COMMISSION

**Post Date:** 02/09/2026 8:00 AM

The Marion County Board of County Commissioners will hold the first of two public hear-ings on **Wednesday, February 18, 2026, at 1:30 p.m.**, or as soon thereafter, as may be heard. The meeting will be he led at the **McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida**, to consider approval of a Second Amendment to a Development Agreement (Agreement) to be en-tered into pursuant to Sections 163.3220 through 163.3243, inclusive, Florida Statutes, between **Golden Ocala Equestrian Land, LLC, Equestrian Operations, LLC, Roberts Development Corporation, RLR Investments, LLC and Marion County, Florida (County)**. All interested parties are invited to attend the public hearing. The date and time of the second public hearing will be scheduled and announced during the first public hearing; however, it is tentatively set for **Wednesday, March 18, 2026**, starting at **1:30 PM** or as soon thereafter as possible, and will be held at the County Commission Auditorium, 601 SE 25th Avenue, Ocala, Florida 34471.

The property, known as **Golden Ocala**, consisting of  $\pm 4,277$  acres that includes the world Equestrian Center, is located along the west side of NW 70th/80th Avenue/Avenue Road/CR Hwy 225A, north of W. SR Hwy 40, east of NW 110th Avenue, and south of NW 70th Street, with an area lying east of NW 70th Avenue Road lying south of NW 35th Street. A detailed legal description of the property is on file with the Marion County Growth Services Department located at 2710 East Silver Springs Boulevard, Ocala, Florida 37740. All of the property is located within the jurisdictional boundaries of Marion County. The general location of the property is further shown on the following map:



The primary purpose of this proposed Agreement is to remove the prohibition of concerts for Golden Ocala and potentially update terms related to the developer’s concurrency, impact fee credits, and transportation improvements provisions.

A copy of the proposed Agreement may be obtained at the Growth Services Department Planning and Zoning Division, 2710 E. Silver Springs Blvd, Ocala, Florida, (352) 438-2600.; between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Visit [www.marioncountyfl.org](http://www.marioncountyfl.org) and click on the meetings tab on the homepage for the most up to date information.

If reasonable accommodations are needed for persons with disabilities, please contact the ADA Coordinator/HR Director at least forty-eight (48) hours in advance at (352) 438-2345, so appropriate arrangements can be made.

All persons are advised that, if they decide to appeal a decision of the Board of County Commissioners of Marion County, Florida at this public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

2026-0015

[Return to full list >>](#)



**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**

<b>Hearing Dates:</b>	<b>BCC Date 1: 2/18/2026</b>	<b>BCC Date 2: 3/18/2026</b>
<b>Case Number</b>	25-DM01	
<b>CDP-AR</b>	32573	
<b>Type of Case</b>	<b>Chapter 163, F.S. Development Agreement</b>	
<b>Owner(s)</b>	Golden Ocala Equestrian Land, L.L.C., Equestrian Operations, L.L.C., Roberts Development Corporation, and R.L.R. Investments, LLC.	
<b>Applicant</b>	W. James Gooding, III, Esq. Gooding & Batsel, PLLC.	
<b>Street Address / Site Location</b>	Multiple areas: north of W. Hwy 40, west of NW Hwy 225A, east of NW 110 <sup>th</sup> Avenue, and south of NW 70 <sup>th</sup> Street, and with areas lying east of NW Hwy 225A at NW 35 <sup>th</sup> Street and NW 21 <sup>st</sup> Street	
<b>Parcel Number(s)</b>	Multiple Parcels	
<b>Property Size</b>	±4,277.05 acres	
<b>Future Land Use</b>	Rural Land, Low Residential, Medium Residential, High Residential, Commercial and World Equestrian Center.	
<b>Existing Zoning Classification</b>	Planned Unit Development (PUD)	
<b>Overlays Zones &amp; Special Areas</b>	Inside & Outside the Urban Growth Boundary (UGB); County-wide Secondary Springs Protection Zone (SSPZ); Opportunity Zone, Marion County Utilities Service Area; portions within FEMA Flood Plain and County Flood Prone Area	
<b>Staff Recommendation Hearing 1</b>	No action; review and provide direction to staff; and confirm second public hearing date for 3/18/26 at 1:30 a.m.	
<b>Staff Recommendation Hearing 2</b>	TBD	
<b>Project Planner</b>	Christopher D. Rison, AICP	
<b>Related Cases</b>	Concurrent cases: 25-L01 Comprehensive Plan Large-scale Text Amendment and 250606ZP PUD Amendment	

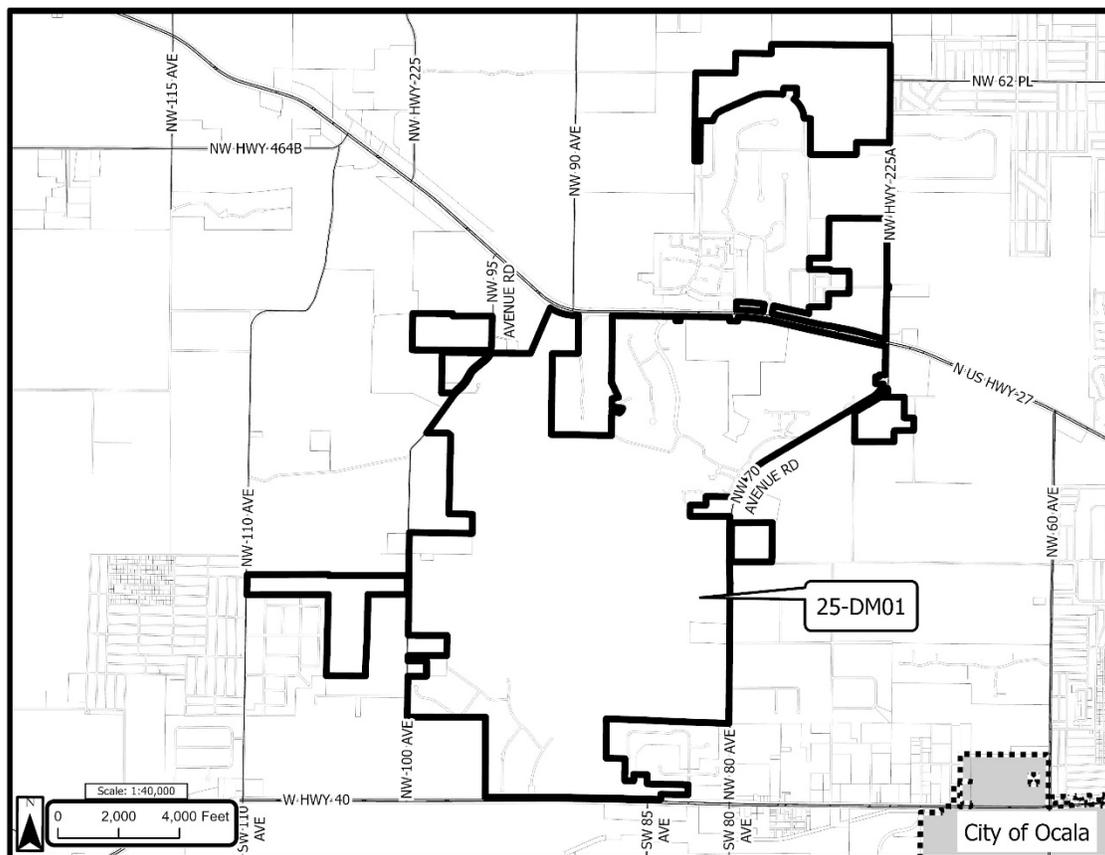
## I. ITEM SUMMARY

James W. Gooding, III, Esq., on behalf of Golden Ocala Equestrian Land, L.L.C., Equestrian Operations, L.L.C., Roberts Development Corporation, and R.L.R. Investments, LLC., (Owners), has submitted a Development Agreement Amendment (Amendment) related to the Golden Ocala development, including the World Equestrian Center, encompassing ±4,277.05 acres, regarding potential development within the project including, but not limited to, deleting a provision prohibiting conducting certain concert event within the project, revising the listing of uses, increasing potential hotel room development amounts, and potentially addressing concurrency, concurrency certification, proportionate share, transportation impact fee credits, and transportation improvements. The Agreement must be considered in two separate public hearings per Florida Statute (F.S.), with the first to be held on February 18, 2026, at 1:30 p.m. and the second tentatively scheduled for March 18, 2026, at 1:30 p.m.

## II. STAFF SUMMARY RECOMMENDATION

Staff recommends the Board conduct a public hearing regarding the Agreement, by providing discussion and direction to staff regarding the Agreement, and motion to confirm the second (2<sup>nd</sup>) public hearing regarding the Agreement for Tuesday, March 18, 2026, at 1:30 p.m.

**Figure 1**  
**General Location Map**



## Figure 2 Aerial Map

### III. NOTICE OF PUBLIC HEARING

Consistent with Chapter 163.3225(2)(a), F.S., notice of public hearing was mailed to all property owners (277 owners) within 300 feet of the subject property on February 2, 2026. Consistent with Chapter 163.3225(2)(a), due public notice was published in on Marion County’s Legal Notice Webpage on February 9, 2026. Evidence of the above-described public notices are 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 regarding the Development Agreement Amendment.

### IV. ANALYSIS

The Golden Ocala/World Equestrian Center (GOWEC) development was approved via a series of Comprehensive Plan and Rezoning Applications. Currently, two Comprehensive Plan Amendments (25-L01 and 25-L02) and a Planning Unit Development (PUD) Amendment are being considered concurrently with this Development Agreement Amendment that proposes to reflect those concurrent requests.

The overall request proposes deleting a provision prohibiting conducting certain concert event within the project, revising the listing of uses, increasing potential hotel room development amounts, and establishing a timeframe to complete an additional amendment to the overall Development Agreement to reflect updated determinations regarding concurrency, concurrency certification, proportionate share, transportation impact fee credits, and transportation improvements related to the project and the improvements based on traffic studies currently completing final review.

Table A below identifies each section of the Agreement and provides staff’s remarks regarding the Agreement sections.

<b>Table A. Modification and Current Development Agreement Comparison &amp; Remarks</b>		
<b>Section</b>	<b>PROVISION</b>	<b>STAFF REMARKS, DISCUSSION, RECOMMENDATIONS</b>
1	Development Uses Permitted.	No objection, subject to 25-L01, 25-L02, 250606ZP
2	Concert Uses.	No objection, subject to PUD and condition.
3	Further Amendment to Agreement.	No objection, subject to PUD and condition.
4	Adopted Pursuant to Florida Local Government Development Agreement Act.	No objection.
5	General Provisions.	No objection.
6	Effect on Current Agreement.	No objection.

## **V. STAFF RECOMMENDATION**

Staff recommends the Board of County Commissioners:

- A. Receive public comment,
- B. Provide direction to staff (if any), and
- C. Motion to confirm the second public hearing to consider the Agreement for Tuesday, March 18, 2026, at 1:30 p.m.

## **VI. BOARD OF COUNTY COMMISSIONERS ACTION #1 – 2/18/2026**

TBD

## **VII. BOARD OF COUNTY COMMISSIONERS ACTION #2 – 3/18/2026**

TBD

## **VIII. LIST OF ATTACHMENTS**

- A. County Attorney LRM Review Request.
- B. Proposed Development Agreement Amendment (rev)
- C. Initial/Current Recorded Development Agreement as reference in the proposed Agreement.
- D. First Amendment to Development Agreement as reference in the proposed Agreement.
- E. DRC Staff Comments for initial Development Agreement Amendment.
- F. OCE Traffic Engineering Additional Remarks regarding Amendment.
- G. GOWEC Sports Traffic Impact Analysis.
- H. GOWEC Traffic Demand Management Study.
- I. GOWEC Sports Parking Study.



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Rison Christopher (Dept) Planning - 2730  
 Last First  
 (Title) Senior Planner (Phone) xt. 2624  
 Signature [It's me] Date Friday, February 6, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  Draft Document  Approve as to Form  RESUBMIT LRM No. \_\_\_\_\_  
 Legal Opinion  Other

### Description of Request

Request to review revised Development Agreement Amendment (2nd Amendment) related to Golden Ocala/World Equestrian Center development. The Amendment eliminates the concert limitations, revises the list of uses format and increases hotels by 300 rooms with the sports facilities additions, and references a further Amendment will be completed once the traffic studies are fully completed (they are underway now). Also for reference are potential conditions provide by Traffic Engineering that may also be discussed for this Amendment's first public hearing on 2/18/26. Once discussion is concluded with that hearing, the final version of the Amendment will be prepared for formal final review and final BCC consideration on 3/18/26.

For more information or discussion, contact:  Same as above  
 (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_  
 Last First

Agenda Item?  Yes  No Agenda Date: Wednesday, February 18, 2026  
 Agenda Deadline Date for **Legal:** \_\_\_\_\_ Agenda Deadline Date for **Admin:** \_\_\_\_\_

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

### DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. \_\_\_\_\_

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Linda Blackburn Asst. County Attorney  Thomas Schwartz Asst. County Attorney  Valdoston Shealey Asst. County Attorne

Outcome: Date Received:  
 Approved as to form and legal sufficiency  
 Approved with revisions:  Suggested  Completed  
 Other: LRM TO BE COMPLETED PRIOR TO SECOND HEARING. T. Straub

Attorney Signature: \_\_\_\_\_ Date \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Returned:  Department  Admin  \_\_\_\_\_  
 Completed

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

Rec. \$ \_\_\_\_\_

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING  
CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA (the “Second Amendment”), is executed as of \_\_\_\_\_, 2026, (the “Second Amendment Effective Date”) by and between (each a “Party” and collectively, the “Parties”):

- Marion County, Florida, a political subdivision of the State of Florida (“County”); and
- The following (individually and collectively, “Owner”): Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, Equestrian Operations, L.L.C., an Ohio limited liability company, Roberts Development Corporation, an Ohio corporation, and R.L.R. Investments, LLC, an Ohio limited liability company.

**WHEREAS:**

- A. On or about June 6, 2018, Owner and its predecessors in title, and County entered into the *Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters for Golden Ocala (the “Original Agreement”)* as recorded in OR Book 6791, page 105.<sup>1</sup>
- B. Effective as of January 19, 2021, Owner and County entered into the *First Amendment to Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, for Golden Ocala* as recorded in OR Book 7388, page 861. The Original Agreement, as amended by the First Amendment, is hereinafter referred to as the “Current Agreement.”
- C. On or about March 18, 2026, the Marion County Board of County Commissioners approved the following (the “2026 WEC Approvals”) for the Property<sup>2</sup> some of which dealt with the subject matter of the Current Agreement: Ordinance Numbers \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
- D. Owner and County now desire to further amend the Current Agreement pursuant to this Second Amendment.
- E. County has provided its Notice of Intent to consider entering in this Second Amendment 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

<sup>1</sup> All recording references refer to the public records, Marion County, Florida.

<sup>2</sup> Terms capitalized in this Second Amendment and not otherwise defined herein, have the same meaning herein as in the Current Agreement.

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.

- F. The County Commission held public hearings on February 17, 2026, and on March 18, 2026, to consider this Second Amendment, and found that this Second Amendment will further the objectives of the Community Planning Act, and that the development contemplated and permitted by this Second Amendment is consistent with the Marion County Comprehensive Plan and County LDR.

**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. **Development Uses Permitted.** Paragraph 3.1 of the Original Agreement, as amended by paragraph 2 of the First Amendment, is further amended to read as follows:

<b>3. Development Uses Permitted.</b>	
3.1	The development uses permitted on the Property pursuant to the Golden Ocala Approvals are as follows:
<b>RESIDENTIAL HOUSING</b>	
Low Residential	400
Medium Residential (including original Golden Ocala PUD)	1103
Equestrian Estate	300
High Residential	408
Condominium	170
Rural	16
Total Housing Units	2,397
<b>NON-RESIDENTIAL</b>	
Commercial	4,000,000 square feet
Equestrian Facilities	210 acres
Expo and Indoor Sports Facilities	30 acres
Outdoor Sports Facilities	90 acres
Hotel	1,650 rooms
Recreational Vehicle	280 units (does not include unoccupied parking spaces)

- 2. **Concert Uses.**
  - 2.1. Paragraph 10 of the Original Agreement, and paragraph 6.2.2.b.1). of paragraph 6.2 of the Original Agreement, as amended by paragraph 5 of the First Amendment, are hereby deleted.
  - 2.2. Therefore, the WEC may be utilized for concert uses .

3. **Further Amendment to Agreement.**

- 3.1. Among other things, the Current Agreement concerns transportation concurrency and related matters.
- 3.2.
- 3.3. In connection with the 2026 WEC Approvals, Owners submitted, and the County approved, a *WEC Sports Complex Traffic Impact Analysis* (the “Traffic Study”) prepared by Kittelson & Associates.
- 3.4. Within six (6) months after the Second Amendment Effective Date, Owner shall submit to County a further amendment, or a new agreement, (either, the “Third Amendment”) addressing the impact of the 2026 WEC Approvals on the County transportation system as well as additional issues deemed appropriate by Owner and County, and shall thereafter pursue approval of such Third Amendment with due diligence.

4. **Adopted Pursuant to Florida Local Government Development Agreement Act.** This Second amendment has been adopted pursuant to the “Florida Local Government Development Agreement Act” (codified at Sections 163.3220 through 163.3243, Florida Statutes (2025)).

5. **General Provisions.**

- 5.1. Notices. Paragraph 9.1 of the Original Agreement, as amended by paragraph 12.1 of the First Amendment, is further amended to read as set forth herein:
  - 5.1.1. All notices, requests, consents and other communications (each a “Communication”) required or permitted under the Amended 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 Second amendment Paragraph 5.1:
    - 5.1.1.1. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471; Email: Mounir.bouyounes@marionfl.org.
      - a. With a copy to: County Planning Director, 2710 E. Silver Springs Boulevard, Ocala, FL 34470; Email: chuck.varadin@marionfl.org.
      - b. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; Email: matthew.minter@marionfl.org.
    - 5.1.1.2. If to Owner: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; email: none (do not use email for this address);
      - a. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.

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

- 5.1.2. Each such Communication shall be deemed delivered:
  - 5.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
  - 5.1.2.2. On the date of email transmission if by email (subject to Second amendment Paragraph 5.1.5); and
  - 5.1.2.3. 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.
  - 5.1.2.4. 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.
- 5.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with Second amendment Paragraph 5.1.2.
- 5.1.4. 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.
- 5.1.5. Concerning Communications sent by email:
  - 5.1.5.1. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 5.1.5.2. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 5.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

- 5.1.5.4. 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
    - 5.1.5.5. 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.
  - 5.2. Effective Date. This Second Amendment shall become effective upon the later of the following:
    - 5.2.1. The recording of the fully executed Second Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes; or
    - 5.2.2. The date that the 2026 WEC Approvals become effective under applicable law including, without limitation, Section 163.3184, Florida Statutes.
- 6. **Effect on Current Agreement.** Except as expressly set forth herein, the Current Agreement is not amended or modified. All references herein or in the Current Agreement to “this Second amendment,” “the Agreement,” or similar terms shall be deemed to refer to the Amended Agreement.

**THEREFORE**, the Parties have executed this Second Amendment as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

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

By: \_\_\_\_\_  
Carl Zalak, III, Chairman

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 \_\_\_\_\_, 2026, by Carl Zalak, III, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the 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: \_\_\_\_\_

Equestrian Operations, L.L.C., an Ohio limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

as \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the 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: \_\_\_\_\_

Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

as \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the 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: \_\_\_\_\_

R.L.R. Investments, LLC, an Ohio limited liability company

By: \_\_\_\_\_

as \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the 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: \_\_\_\_\_

Roberts Development Corporation, an Ohio corporation

By: \_\_\_\_\_

as \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Roberts Development Corporation, an Ohio corporation, on behalf of the 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: \_\_\_\_\_



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO  
 DATE: 06/28/2018 04:37:10 PM  
 FILE #: 2018062954 OR BK 6791 PGS 105-163  
 REC FEES: \$503.00 INDEX FEES: \$0.00  
 DDS: \$0 MDS: \$0 INT: \$0

Record and Return To:  
 Chris Rison  
 Marion County Growth Services  
 2710 E. Silver Springs Boulevard  
 Ocala, FL 34470

**DEVELOPMENT AGREEMENT CONCERNING  
 CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA**

THIS DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA, 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");
- Equestrian Operations, L.L.C., an Ohio limited liability company, and Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company (individually and collectively, "Owner"); and
- R.L.R. Investments, LLC, an Ohio limited liability company ("ERC Party") (for purposes of paragraph 14 only).

**WHEREAS:**

- A. Owner owns, or is under common ownership with entities that own, the Property<sup>1</sup> located in Marion County, Florida.
- B. Owner has obtained the Golden Ocala Approvals pursuant to which County approved: (a) an amendment to the County Comprehensive Plan for the Property pursuant to the state coordinated review amendment process set forth in Section 163.3184(4) and (5), Florida Statutes; and (b) a PUD zoning classification for the Property.
- C. Owner intends to develop the Property as a mixed-use real estate development as set forth in the Golden Ocala Approvals.
- D. Kimley-Horn and Associates, Inc. ("Kimley-Horn") has prepared a Traffic Study on behalf of Owner concerning the effect, on Transportation Facilities, of the development of the Property pursuant to the Golden Ocala Approvals.
- E. Owner and County have agreed that additional new Transportation Facilities, upgrades to existing Transportation Facilities, or Proportionate Share Mitigation by Owner shall be constructed or paid, as applicable, to mitigate the impact on Transportation Facilities caused by future development of the Property.
- 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

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<sup>1</sup> Terms capitalized in these Whereas paragraphs have the meaning set forth in paragraph 1 below.

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 County Commission for conveyances of ROW and construction or expansion of Transportation Facilities.
- H. Owner 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 May 23, 2018, and May 30, 2018, 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 May 30, 2018, and the County Commission held a public hearing on June 6, 2018, 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. Owner 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. *Agreement* – This Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, For Golden Ocala, as the same may be subsequently amended, modified or supplemented.
  - 1.2. *Commencement of Development* – Initiation of any of the following actions with respect to any Parcel shall, as to that Parcel, constitute the “Commencement of Development” for such portion: (1) issuance of a building permit or site plan approval for the construction of any non-residential buildings by Owner or any successors-in-title to Owner for the construction of improvements of any nature on any Property within such Parcels (specifically not including issuance of building permits for construction by Owner or any governmental entity of improvements related to water or sewer utilities improvements or Transportation Facilities); or (2) issuance of a building permit for the construction of any residential units by Owner or any successors-in-title to Owner. Approval of conceptual

plans, final plans, construction plans or plats for the construction of improvements on any Parcel shall not constitute a “Commencement of Development.”

- 1.3. *Community Planning Act* – Section 163.3161, *et seq.*, Florida Statutes (2018).
- 1.4. *Concert Uses* – Use of the WEC for concerts that require attendees to purchase a ticket (or otherwise pay) to attend or where the musical act or performance is the primary attraction. Such definition shall not include use of the WEC for small musical performances that are conducted as part of an equestrian or other use permitted by the Golden Ocala Approvals (e.g., singing the national anthem, entertainment during intermissions in competitive activities or following competitive activities, wedding entertainment, etc.), the admission to which is limited to guests or participants in such equestrian or other use, and as to which other members of the public are not invited to attend.
- 1.5. *Construct* (regardless of whether the terms is capitalized) – When used in the context of the construction of Entrance Improvements or Initial Intersection Improvements, and other Improvements: (a) the design, permitting and construction of the Improvements; (b) dedication or conveyance to County of all Conveyed ROW for roads and utilities infrastructure; and (c) procurement of all necessary approvals or permits from all applicable Governmental Authorities.
- 1.6. *Conveyed ROW* – ROW owned or hereafter acquired by Owner and conveyed to County or FDOT in connection with any Improvements or pursuant to this Agreement.
- 1.7. *County* – Marion County, Florida, a political subdivision of the State of Florida.
- 1.8. *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.
- 1.9. *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.
- 1.10. *County Commission* – The Board of County Commissioners of Marion County, Florida.
- 1.11. *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.
- 1.12. *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.
- 1.13. *County Water/Wastewater Agreement* – The Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the “Original County Water/Wastewater Agreement”) recorded in OR Book 2442, Page 955<sup>2</sup>, as amended by an unrecorded First Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the “First Amendment”) dated May 18, 1998 and as further amended by a Second Amendment to Marion County/Golden Ocala

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<sup>2</sup> All recording references refer to the Public Records of Marion County, Florida.

Subregional Water and Wastewater Agreement Contract No. 97-4 (the “Second Amendment”) recorded in OR Book 2638, Page 638, and re-recorded in OR Book 2645, Page 1379, and as further amended by a Third Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the “Third Amendment”), recorded in OR Book 3609, Page 951.

- 1.14. *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.
- 1.15. *Entrance Improvements* – The Improvements to be undertaken by Owner pursuant to paragraph 6 of this Agreement and described in the attached **Exhibit 1.15**. (This phrase does not include signs or other non-transportation entry features, which are the subject of other development applications or approvals by County.)
- 1.16. *Equivalency Matrix* – The Land Use Exchange Matrix adopted as part of the Golden Ocala Approvals, an additional copy of which is attached hereto as **Exhibit 1.16**.
- 1.17. *ERCs* – Equivalent Residential Connections, as defined in the County Water/Wastewater Agreement.
- 1.18. *FDOT* – Florida Department of Transportation or its successor.
- 1.19. *Golden Ocala Approvals* – Marion County Ordinance No. 17-28 pursuant to which County amended its Comprehensive Plan to permit the development of the Project, and Marion County Ordinance No. 17-29 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.
- 1.20. *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 Improvements which are the subject of this Agreement.
- 1.21. *Hotel* – One of the hotels permitted on the Property pursuant to the Golden Ocala Approvals, which hotel shall be located generally as set forth in paragraph 6.2.5.a. The Golden Ocala Approvals permit other hotels to be located on the Property but this definition applies only to the hotel referred to in paragraph 6.2.5.a (which is significant insofar as it determines the terminus of the SR 40 Driveway Improvements).
- 1.22. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under this Agreement, including under paragraphs 5.2 and 11.
- 1.23. *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.

- 1.24. *Improvements* – All activities required to be undertaken to complete the design, permitting and construction, of improvements to Deficient Facilities or other improvements to be constructed hereunder. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure.
- 1.25. *Initial Intersection Improvements* – The Initial Improvements to be undertaken by Owner pursuant to paragraph 6.2.3 of this Agreement and described on the attached **Exhibit 1.25**.
- 1.26. *Intersection Improvements* – The Improvements identified as “Off-Site Intersection Improvements,” on the attached **Exhibit 5.1.2**.
- 1.27. *Newly Reserved Trips* – Trips included in the Reserved Capacity other than the Previously Reserved Trips.
- 1.28. *Parcel or Parcels* – A portion of the Property for which Owner or a Subsequent Owner seeks to undertake activities that constitute the Commencement of Development under this Agreement.
- 1.29. *Parcel Titleholder* – One or more of the persons listed on the attached **Exhibit 1.29**, being the legal and equitable owners of each Parcel (other than the Owner under this Agreement).
- 1.30. *Party or Parties* – As applicable, either Owner or County.
- 1.31. *Previously Reserved Trips* – The following:
  - 1.31.1. *1994 Vested Trips* – The Trips generated by developing 798 residential units pursuant to the Marion County Staff Vesting Committee Vesting Order No. 94-9 (the “1994 Vesting Order”), a copy being attached as **Exhibit 1.31.1**.
  - 1.31.2. *2006 Reserved Trips* – The Trips generated by developing 325,000 square feet of commercial development and a 135-room hotel, as set forth in the Certificate of Concurrency (“2006 Certificate”) issued by the Marion County Planning Department dated April 21, 2006, a copy being attached hereto as **Exhibit 1.31.2**, pursuant to which Owner made a payment (the “2006 Concurrency Reservation Payment”) in the amount of \$857,935.00 for the 2006 Reserved Trips (the “2006 Reserved Trips”).
- 1.32. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Agreement and the Golden Ocala Approvals. The term “Project” shall include all design, permitting and construction of infrastructure Improvements described in this Agreement; acquisition of all required ROW (as defined below) for roads and utilities infrastructure; and procurement of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Owner and County pursuant to the terms of this Agreement or any amendment or supplement thereto.
- 1.33. *Project Engineer* – The engineering firm or firms retained by Owner to design, permit or perform other obligations of Owner hereunder concerning Improvements to be performed

by Owner hereunder. As of the Effective Date, Owner has three project engineers: Kimley-Horn, Tillman & Associates, LLC, a Florida limited liability company, and Causseaux, Hewett & Walpole, Inc., a Florida corporation, d/b/a, CHW Professional Consultants.

- 1.34. *Property* – The real properties owned by Owner located in Marion County, Florida, and described on attached **Exhibit 1.34**, together with any additional real property hereafter added to the Project pursuant to future amendments to the Golden Ocala Approvals (which amendments may necessitate amending this Agreement).
- 1.35. *Proportionate Share Mitigation* – The payments to be made, or other activities to be performed, by Owner pursuant to paragraph 5.
- 1.36. *Reservation of Capacity or Reserved Capacity or Capacity Reservation* – The reservation of Trips to Owner as set forth in paragraph 7.
- 1.37. *ROW* – The right-of-way required for Improvements which are the subject of this Agreement, including all land required for Stormwater Management Facilities for the 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.
- 1.38. *SR 40* – State Road 40.
- 1.39. *SR 40 Driveway* – One or more driveways to be constructed by Owner between the SR 40 Entrance, and the WEC and Hotel.
- 1.40. *SR 40 Driveway Improvements* – The Improvements to be undertaken by Owner pursuant to paragraph 6.2.5 of this Agreement concerning the construction of the SR 40 Driveway.
- 1.41. *SR 40 Entrance* – One or more entrances to be constructed by Owner that will provide an entrance to the Property from SR 40 and thereby permit access to connect SR 40 to the WEC and the Hotel.
- 1.42. *SR 40 Entrance Improvements* – The Improvements to be undertaken by Owner pursuant to paragraph 6.2.4 of this Agreement concerning the construction of the SR 40 Entrance.
- 1.43. *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 Transportation Facilities 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.
- 1.44. *Subsequent Owners* – A successor in title to Owner or to the other current owners of the Property or any Parcel thereof.
- 1.45. *Total Reserved Trips* – The number of Trips reserved by Owner as set forth in paragraph 7.1.3.

- 1.46. *Traffic Study* – The Traffic Study prepared by Kimley-Horn regarding the Property (identified in the analysis as the “Golden Ocala PUD”) dated August 2017, as supplemented by a response to comments letters from County dated October 4, 2017, 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.
  - 1.47. *Transportation Facilities* – All public roads, streets or highways (collectively the “Roadway Segments”), and intersections (“Intersections”) studied pursuant to the Traffic Study.
  - 1.48. *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.
  - 1.49. *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.
  - 1.50. *WEC* – The Equestrian Facility permitted on the Property pursuant to the Golden Ocala Approvals, as further set forth in paragraph 3.1. References to the WEC shall be deemed to refer to any one, some or all of the five buildings that comprise the WEC.
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. **Owner’s Representations and Warranties.** Owner represents and warrants to County that:
    - 2.1.1. Owner is a validly organized and existing limited liability company, in good standing under the laws of the State of Ohio, authorized to transact business in the State of Florida.
    - 2.1.2. Owner, and entities under common ownership and control with Owner, are the legal and equitable owners of the Property.
    - 2.1.3. Owner has the authority to enter into this Agreement on behalf of all legal and equitable owners of the Property.
    - 2.1.4. Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner.
    - 2.1.5. The entities or individuals executing this Agreement on behalf of Owner or its duly authorized representative for Owner, are authorized to execute this Agreement in their respective capacities as set forth below.

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

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 Owner.

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

2.2.1. Pursuant to the Previously Reserved Trips, Owner has reserved Trips as set forth in paragraphs 1.31 and 7.1.1.

2.2.2. Owner is entitled to reserve the Newly Reserved Trips as set forth in paragraph 7.1.2.

2.2.3. Therefore, Owner has, pursuant to the 1994 Vesting Order, 2006 Certificate, and this Agreement, reserved Total Reserved Trips as set forth in paragraph 7.1.3.

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

2.2.5. 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.

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

2.2.7. 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 development uses permitted on the Property pursuant to the Golden Ocala Approvals are as follows:

<b>Residential</b>	
Existing Golden Ocala PUD (Single, duplex and Multi-Family Residential)	924
Medium Residential	340
Low Residential (Equestrian Estates)	300
Residential Condominium/Townhouse	835
Total Housing Units	2,399
<b>Non-Residential</b>	
Commercial	525,000 square feet
Equestrian Facility (i.e., the WEC)	10,000 seats
Hotel	385 rooms
Recreational Vehicle	200 units/parking spaces

3.2. **Equivalency Matrix.**

3.2.1. As set forth in the provisions of the Golden Ocala 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 1.16**, and the following provisions:

- a. 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.
- b. The land use tradeoff mechanism referred to above applies to the entire Property except that:
  - 1). Within the portion of the Property that was the subject of FLUE amendment 2017-L02, Equestrian Estate is the only allowed use; and
  - 2). Within the portion of the Property where Equestrian Estates are eligible for conversion, only single family residential is permitted. Density will not exceed the underlying land use of such portion.
- c. Land use conversion is not permitted within the area designated as Equestrian Truck/Trailer Parking as shown on the approved PUD Master Plan.

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 Golden Ocala 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 Owner uses the Equivalency Matrix or other provisions of this paragraph 3.2, Owner shall notify County in writing, and, upon request of Owner 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 Facilities; Traffic Concurrency; Owner Contributions.**

4.1. **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 2037.

4.2. Updated Traffic Studies.

- 4.2.1. Owner shall submit an updated traffic analysis (an “Updated Traffic Study”) within six (6) months after written notice from County that County has determined, in its reasonable discretion, that such Updated Traffic Study is warranted. County shall not issue any such notice prior to eighteen (18) months after the Effective Date. If County does not issue such notice six (6) months prior to the date that Developer is obligated to pay the monetary portion of the Proportionate Share Mitigation under paragraph 5.1.5.c, Developer shall not be required to submit an Updated Traffic Study.
- 4.2.2. Further, Owner may submit Updated Traffic Studies at any time that Owner elects to do so and particularly in connection with the uses, or proposed changes in uses, of the WEC as set forth in paragraph 10 or to revise the Equivalency Matrix.
- 4.2.3. Each Updated Traffic Study shall be provided by Owner at its sole expense, and shall be developed pursuant to a methodology approved by County and Owner in their reasonable discretion.

5. **Proportionate Share Mitigation.**

5.1. Proportionate Share Mitigation.

- 5.1.1. 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 2037. Under the provisions of Sections 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS, an acceptable method for Owner to mitigate transportation impacts is to pay or perform Proportionate Share Mitigation pursuant this Agreement.
- 5.1.2. Attached hereto as **Exhibit 5.1.2** is a spreadsheet that County and Owner agree accurately calculates the Proportionate Share Mitigation due from Owner under this Agreement.
- 5.1.3. The Roadway Segments identified as “Off-Site Roadway Improvements,” and the Intersection Improvements identified as “Off-Site Intersection Improvements,” on the attached **Exhibit 5.1.2**, 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 Owner’s obligation to pay or perform Proportionate Share Mitigation.
- 5.1.4. As set forth in the attached **Exhibit 5.1.2**, Owner’s total Proportionate Share Mitigation is Five Million, Nine Hundred and Sixty Thousand, Six Hundred Thirty Dollars and 00/100 (\$5,960,630.00).
- 5.1.5. Owner shall pay, or perform other obligations set forth below, to provide such Proportionate Share Mitigation to County:
  - a. Owner shall construct the Intersection Improvements pursuant to paragraph 6.2.3, for which Owner 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 11.2.2.a.

- b. Owner shall convey ROW pursuant to paragraph 8, for which Owner 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 11.2.2.b.
- c. Owner shall pay the balance of the Proportionate Share Mitigation owed, after the credits set forth in paragraphs 5.1.5.a and 5.1.5.b, to County on or before January 1, 2023. Following the calculation of the credits under paragraphs 5.1.5.a and 5.1.5.b, County and Owner 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 Administrator and an authorized representative of Owner) acknowledging the amount of the remaining payment due from Owner pursuant to this paragraph 5.1.5.c.

5.2. Impact Fee Credits for Proportionate Share Mitigation. County acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Owner is entitled to a credit for Proportionate Share Mitigation (regardless of whether paid in cash, by the performance of 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, Owner is entitled to Impact Fee Credits pursuant to paragraph 11.

**6. Owner's Construction of Entrance Improvements and Initial Intersection Improvements.**

6.1. Generally. Owner shall construct, at Owner's sole expense, but subject to credits as set forth in paragraphs 5.1.5.a and 5.1.5.b of this Agreement:

6.2. Initial Improvements.

6.2.1. Owner shall construct the Entrance Improvements and Initial Intersection Improvements required by this paragraph 6.2 consistent with the following schedule:

- a. Owner shall complete construction of the Initial Intersection Improvements by the later of: (a) December 31, 2019; or (b) within 12 months after the date (the "WEC Commencement Date") that Owner or related entities receive a certificate of occupancy (or similar County approval) for the WEC, or otherwise commence activities at the WEC to which members of the public are invited to attend.
- b. Owner shall complete construction of the Entrance Improvement to the WEC on NW 80th Avenue and described in paragraph 6.2.2.a and 6.2.2.b prior to the WEC Commencement Date.
- c. Owner shall complete construction of the SR 40 Entrance Improvements (referred to in paragraph 6.2.2.c) no later than six (6) months after the WEC Commencement Date. Notwithstanding the foregoing, if the SR 40 Entrance Improvements are not completed by the WEC Commencement

Date, the following provisions shall apply until the SR 40 Entrance Improvements are completed:

- 1). Notwithstanding that paragraph 10.1 may permit Owner to utilize the WEC for Concert Uses pursuant to special event permits from County (as set forth therein), Owner shall not do so.
  - 2). Owner shall, in connection with each WEC event, provide traffic control officers at the WEC entrances on NW 80th Avenue and, if requested by County following prior events at the WEC because of congestion at one or more of the following intersections, at the intersection of SR 40 and NW 80th Avenue and/or the intersection of US 27 and NW 80th Avenue.
  - 3). The deadline in this paragraph 6.2.1 shall be extended based upon *force majeure* or other grounds recognized as sufficient to excuse timely performance under Florida law, or as a result of FDOT's delay in approving the SR 40 Entrance Improvements pursuant to paragraph 6.4.1.a.
- 6.2.2. Owner shall construct the Entrance Improvements set forth in the attached **Exhibit 1.15** at the following locations, being the locations of the Entrance Improvements that are necessary for the use of the WEC and related facilities:
- a. NW 80th Avenue<sup>3</sup> at NW 21st Street.
  - b. NW 80th Avenue at the entrance to the WEC guest parking lot.
  - c. SR 40 Entrance Improvements (pursuant to paragraph 6.2.4).
- 6.2.3. Owner shall construct the Initial Intersection Improvements set forth on the attached **Exhibit 1.25**.
- 6.2.4. The construction of the SR 40 Entrance Improvements shall:
- a. Consist of all turn lanes and curb cuts required by any Governmental Authority in connection with the construction of same.
  - b. Be located approximately as depicted on the attached **Exhibit 6.2.4.b**. Notwithstanding that **Exhibit 6.2.4.b**, other Exhibits attached hereto, and other provisions of this Agreement contemplate or refer to the construction of two SR 40 Entrances, Owner is required by this Agreement to construct only one SR 40 Entrance.
- 6.2.5. Owner shall construct the SR 40 Driveway Improvements which shall comply with the following requirements:
- a. The SR 40 Driveway Improvements shall consist of one or more Driveways, generally located as set forth in the attached **Exhibit 6.2.4.b**,

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<sup>3</sup> The name of NW 80th Avenue changes to NW 70th Avenue as it approaches its intersection with US 27. All references in this Agreement to NW 80th Avenue shall also be deemed to refer to the portion named NW 70th Avenue.

each of which shall commence at an SR 40 Entrance and shall continue through the Property to provide access between SR 40, on the one hand, and the WEC and the Hotel on the other hand.

- b. The portion of the SR 40 Driveway Improvements (the general location of which portion is set forth in the attached **Exhibit 6.2.5.b**) that commences at an SR 40 Entrance and continues through the portion of the Property upon which the WEC will be located, until such SR 40 Driveway connects to other driveways that will further connect the SR 40 Driveway to the proposed guest parking lot for the WEC, shall comply with one of the following requirements:
- 1). Consist of four lanes, with two lanes to be used by northbound traffic, and the other two lanes to be used by southbound traffic;
  - 2). Consist of three lanes, with the middle lane constructed such that Owner may permit the use of the middle lane for northbound traffic to provide access to the WEC prior to the commencement of events at the WEC, and for southbound traffic to provide egress from the WEC at the conclusion of events at the WEC; or
  - 3). Consist of a combination or modification of the requirements in paragraph 6.2.5.b.1) and 6.2.5.b.2) which shall provide equivalent access between SR 40, on the one hand, and the WEC and Hotel, on the other hand. An example of such a combination or modification is depicted on the attached **Exhibit 6.2.5.b.3**).
- c. The portion of the SR 40 Driveway Improvements that are immediately to the west of Lots 8, 9, 10 and 11 of the subdivision of the Hamlet at Sherman Oaks, according to the Plat thereof recorded in Plat Book 5, Page 189, Public Records of Marion County, Florida, shall be constructed, and thereafter maintained, consistent with the sketch attached hereto as **Exhibit 6.2.5.c**. The matters set forth on such sketch may be modified, without amending this Agreement by obtaining County Commission approval after public notice to the owners of the foregoing Lots (sent to their addresses shown the current records of the Marion County Property Appraiser).

6.3. **Subsequent Entrance and Intersection Improvements.**

- 6.3.1. Owner shall construct all other Entrance Improvements as and when set forth concerning them in the attached **Exhibit 1.15**, and additional Entrance Improvement as and when required by subsequent approvals or permits issued by County. In connection with the foregoing, Owner and County acknowledge that the list of Entrance Improvements on the attached **Exhibit 1.15** may not be the final Entrance Improvements required for the Project and nothing set forth herein shall preclude Owner from constructing additional Entrance Improvements as subsequently approved by County.

6.3.2. If Owner determines that Intersection Improvements, other than the Initial Intersection Improvements, are appropriate for operational or safety reasons, Owner may elect to construct such Intersection Improvements. If Owner does so:

- a. Owner shall provide notice to County prior to the date County commences construction of such Intersection Improvements. If County determines that Owner's construction of such Intersection Improvements will not interfere with County's proposed construction thereof, County shall provide notice to Owner authorizing Owner to commence to construct such Intersection Improvements; and
- b. Owner shall be eligible for a credit against the Proportionate Share Mitigation calculated pursuant to paragraph 5.1.5.a, and shall not be required to make a payment for such Intersection Improvement pursuant to paragraph 5.1.5.c.

6.4. Conditions.

6.4.1. Owner's obligation to construct the Entrance Improvements, SR 40 Driveway Improvements, and Initial Intersection Improvements is conditioned upon the following:

- a. Concerning the SR 40 Entrance Improvements, SR 40 Driveway Improvements and Initial Intersection Improvements, Owner's obligation is conditioned upon approval of the construction of the Improvements by FDOT and/or any other Governmental Authorities with jurisdiction over such Improvements. Owner shall use good faith efforts to obtain such approval; and
- b. Concerning the Initial Intersection Improvements, Owner's obligation is conditioned upon the determination by the Project Engineer that either of the following (the "ROW Condition") exists: (a) County owns all ROW necessary for the construction of the Initial Intersection Improvements; or (b) if the County does not own all such ROW, ROW may be obtained from portions of the Property (as a Conveyed ROW) or by County acquiring the necessary ROW (by purchase, donation or condemnation).
  - 1). Owner shall cause Project Engineer to use good faith efforts to design the Initial Intersection Improvements to cause the occurrence of the ROW Condition, and shall convey necessary ROW to County as required to cause the occurrence of the ROW Condition (even if doing so increases the amount of Conveyed ROW Owner shall be required to convey to County, subject to the limitations set forth in paragraph 8.1 which shall continue to apply). County acknowledges that the failure of the ROW Condition as to one component of an Intersection Improvement may affect Owner's ability to construct other components of the Initial Intersection Improvements at the same intersection, and therefore shall constitute a failure of the ROW Condition as to such other components.

- 2). 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 Owner shall amend this Agreement to extend the time for Owner to construct the components of the Initial Intersection Improvements for which the ROW is being condemned.

6.4.2. If any condition set forth in paragraph 6.4.1 does not occur:

- a. Owner may extend the time period for it to complete the Improvements for which the condition does not occur by a reasonable time in order to accomplish such condition.
- b. If Owner determines, in its reasonable discretion, that any such condition is unlikely to occur during such extension period, Owner's obligation to construct the Improvements for which the condition has not occurred shall be deemed terminated. Such termination shall concern only the Improvements as to which a condition has not occurred, and Owner shall remain obligated to construct all such other Improvements. Owner shall nonetheless be entitled to Impact Fee Credits for any costs incurred by Owner in designing and permitting the Improvements for which the condition has not occurred.

## 7. **Capacity Reservations.**

### 7.1. Reservation of Capacity.

7.1.1. Pursuant to the 1994 Vesting Order and the 2006 Certificate, Owner has previously reserved Trips for the benefit of the Property for a development program of 798 single-family dwelling units, 135-room hotel, and 325,000 square feet of retail. A total of 1,584 Trips were allocated for this development program based on the traffic study that the County approved in 2005.

7.1.2. In consideration for Owner's obligations under this Agreement, there is reserved in favor of Owner and for the benefit of the Property, Newly Reserved Trips for the development program specified in paragraph 3.1 exclusive of the vested development specified in paragraph 7.1.1. A total of 1,741 Newly Reserved Trips were allocated for the non-vested development program based on the Traffic Study as defined in paragraph 1.46.

7.1.3. Therefore, there is reserved in favor of Owner, for the benefit of the Property, Total Reserved Trips of: 3,325 Trips.

7.2. Concurrency Determination. Simultaneous with the execution of this Agreement, County will issue to Owner, for the benefit of Owner, 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 19.4.4) upon a default by Owner hereunder.

7.3. Capacity Reservation Fees.

7.3.1. 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:

- a. 50% at Concurrency Approval.
- b. 50% at the issuance of a Certificate of Occupancy for any building, or its equivalent.

7.3.2. Owner and County have estimated that the cost of the Initial Intersection Improvements, and the value of Conveyed ROW to be contributed by the Owner in connection therewith, is approximately \$2,047,700.00. This is excess of the Capacity Reservation Fee set forth in paragraph 7.3.1.a above, which is estimated to be approximately \$1,813,451.00. Therefore, County agrees that Owner shall not be required to pay the Concurrency Reservation Fees set forth in paragraph 7.3.1.a. Nothing set forth herein shall relieve Owner from paying the amount owed under paragraph 7.3.1.b (subject to available Impact Fee Credits under this Agreement).

7.4. Term of Reservation. The reservation of capacity granted to Owner 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 19.16.

8. Conveyed ROW.

8.1. ROW for Entrance Improvements and Intersection Improvements. Subject to the other provisions of this paragraph 8, as and when ROW owned by Owner is necessary to construct any Entrance Improvements or Intersection Improvements, Owner shall convey such ROW (the “Conveyed ROW”) free and clear of all liens and restrictions that would preclude its use as ROW.

8.2. 80th Avenue Project.

8.2.1. As set forth in this Agreement, it may become necessary for portions of NW 80th Avenue to be four-laned (the “80th Avenue Project”), which 80th Avenue Project may include portions of NW 80th Avenue contiguous to the Property.

8.2.2. Owner’s proportionate share obligation for the 80th Avenue Project is included in the Proportionate Share Mitigation under this Agreement.

8.2.3. County shall coordinate the design of the 80th Avenue Project with the Owner, as a stakeholder, and shall, in good faith, give reasonable and appropriate consideration of any comments or concerns made by the Owner. Without limiting the foregoing, County shall, prior to this submission of any of the following plans or specifications to the appropriate Governmental Authority for permitting, deliver to a representative of Owner (designated by Owner pursuant to the notice provisions of paragraph 19.1) copies of the 30% completion, 60% completion, 90% completion and final completion plans.

- 8.2.4. As and when County has provided written notice to Owner that County has completed the design for the 80th Avenue Project, and obtained all required federal, state and local permits for the construction of the 80th Avenue Project, Owner shall convey to County ROW that Owner owns for the minimum necessary right-of-way to meet County standards as specified in the Land Development Regulations, subject to the following.
- a. Owner shall convey ROW up to 44.5 feet in width from that portion of the Property commencing at US 27 and continuing to the current location of the County Fire Station.
  - b. Owner shall convey land (which, although it shall be used to expand the County Fire Station, shall be considered to be ROW under this Agreement), of up to 60 feet in width from that portion of the Property behind (i.e., west of) the current location of the County Fire Station.
  - c. Owner shall convey ROW up to 40 feet in width from that portion of the Property commencing at the County Fire Station and continuing until the southern boundary of Marion County Tax Parcel 21617-001-00.
  - d. Owner shall not be required to convey any ROW on any Parcel on the West Side of NW 80th Avenue between a point that commences at the Marion County Tax Parcel 21617-001-00 and ends at the initial location referred to in paragraph 8.2.4.f.
  - e. Owner shall convey ROW of up to 65 feet in width from property owned by Owner on the East Side of NW 80th Avenue in the area referred to in paragraph 8.2.4.d, with Marion County Tax Parcel ID # 13668-007-00. If Owner determines that, as a result of such conveyance, Owner is left with an unusable remainder of such property, Owner may convey the remainder to County as additional ROW.
  - f. Owner shall convey ROW of 60 feet in width from any property owned by Owner contiguous to the western boundary of NW 80th Avenue between the southern boundary of Marion County Tax Parcel 12674-001-02 and the southern boundary of Marion County Tax Parcel No.: 21087-001-01. In recognition of the impact that such conveyance will have on Owner's planned stormwater drainage facilities within the same drainage basin(s) as the WEC, County agrees to a reduction of the stormwater recovery criteria for such facilities so as to reduce the area of such drainage facilities, subject to the requirement that any reduction will not result in flooding of the adjacent roadway or of other properties not within the Property; Owner acknowledges that such facilities will nonetheless have to comply with all requirements of the Southwest Florida Water Management District, and assumes all risk associated with the reduction in size of such facilities.
  - g. Owner shall not be required to convey any real property owned by Owner on the West side of NW 80th Avenue to County for drainage retention areas or swales.

- h. Notwithstanding anything set forth above, Owner shall not be required to convey any ROW if such conveyance would: (a) interfere with, or necessitate the removal of, any improvements constructed by Owner through the Effective Date of this Agreement; or (b) interfere with the operation of any water retention areas constructed by Owner through the Effective Date of this Agreement, unless, as part of the 80th Avenue Project, County will be reconstructing such water retention areas, or replacing the retention capacity, of such water retention areas such that Owner retains the ability to treat and retain stormwater in the same quantities and quality as before County's activities.

8.2.5. Owner shall be entitled to Impact Fee Credits for Conveyed ROW as set forth in paragraph 11.2.2.b.

**9. County Construction of Other Transportation Facilities.**

- 9.1. Owner's sole obligation concerning Transportation Facilities (including Deficient Facilities) in connection with the Project shall be to construct Entrance Improvements and Initial Intersection Improvements, and pay or perform Proportionate Share Mitigation, all as required hereunder.
- 9.2. County shall be obligated, at its sole expense (except to the extent to which it may use Owner's Proportionate Share Mitigation) to construct or improve additional Transportation Facilities (including, without limitation, the 80th Avenue Project) as necessary to meet applicable level of service standards.

**10. Concert Uses.**

**10.1. Prohibition on Concert Uses.**

10.1.1. Notwithstanding the provisions of the Golden Ocala Approvals, Owner agrees that it will not utilize the WEC for any Concert Uses except pursuant to the provisions of this paragraph 10.

10.1.2. Owner shall, prior to using the WEC for the Concert Uses, obtain a special event permit from County pursuant to the provisions of Sections 10-30 through 10-36 of the County Code (the provisions of which preclude more than four (4) special events in any calendar year, not to exceed one per calendar quarter). Owner shall, in connection with each special event permit, submit a proposed traffic management plan, subject to approval by County, to be used by Owner in connection with the Concert Use which shall include one or more traffic control officers to direct traffic flow. Owner may not apply for a special event permit for any Concert Uses until it has completed construction of the SR 40 Improvements and SR 40 Driveway Improvements (unless the condition for Owner's obligation to construct such Improvements set forth in paragraph 6.3 does not occur).

10.2. Termination. The restrictions on Concert Uses set forth in this paragraph 10 shall terminate if this Agreement is amended to permit the utilization of the WEC for Concert Uses.

11. **Impact Fee Credits.**

11.1. Generally.

11.1.1. Owner 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 11.

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

11.2. Amount of Impact Fee Credits.

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

11.2.2. Owner shall be entitled to Impact Fee Credits for the Conveyed ROW and Intersection Improvements calculated as follows:

a. For the cost of the Intersection Improvements, pursuant to Section 10-323(d)(2) of the County Impact Fee Ordinance.

b. For any Conveyed ROW (other than Conveyed ROW necessary for the Entrance Improvements), pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance. For purposes of such Section, Owner and County agree that, notwithstanding the value of the Conveyed ROW as determined by an appraisal under Section 10-323(d)(1), Owner shall be entitled to Impact Fee Credits calculated at market value at the time of conveyance for any Conveyed ROW. Owner and County will each have the right to obtain its own fee appraisal in order to determine the value of the Impact Fee Credits claimed. If the parties cannot agree on such value based on the appraisals, the appraisers for the parties shall select a third appraiser who shall resolve the valuation of the Impact Fee Credits, and such resolution shall be binding on the parties. All appraisers shall hold MAI designations. Each party shall pay for its own appraiser and shall split the cost of the third appraiser (if needed).

11.2.3. In addition, Owner is entitled to an Impact Fee Credit in the amount of \$857,935.00 representing the 2006 Concurrency Reservation Payment as defined in paragraph 1.31.2.

11.3. Duration of Impact Fee Credits. Owner shall be entitled to the Impact Fee Credits arising under this Agreement, or that Owner 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.

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

- 11.4.1. All 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 Owner hereunder) including whether or not they are subsequently transferred to another governmental entity.
- 11.4.2. Owner shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Initial Intersection 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.
- 11.4.3. 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.
- 11.4.4. 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.
- 11.4.5. 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 Owner, provide to Owner the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.
- 11.4.6. County and Owner 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.
- 11.4.7. 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.
- 11.4.8. Owner shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.
- 11.4.9. This Agreement establishes the time frame when the Impact Fee Credits become available.
- 11.4.10. 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.

11.4.11. 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.

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

**12. Development Permits Required.**

12.1. 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 <sup>4</sup>	STATUS
Golden Ocala Approvals	February 20, 2018
Revise existing PUD (including concerning specifics of SR 40 Driveway)	Pending
Issuance of Certificate of Concurrency regarding traffic concurrency, by County	Pending <sup>5</sup>
Water Management District Environmental Resource Permit (Stormwater) (“WEC”)	Issued
Water Management District Environmental Resource Permit (Stormwater) (to be obtained as phases of Project are developed)	TBAF <sup>6</sup>
County right-of-way connection permits (SW 80th Avenue)	TBAF
County right-of-way connection permits (NW 100th Avenue)	TBAF
County right-of-way connection permits (NW 95th Avenue Road)	TBAF
FDOT right-of-way connection permits (SR 40)	TBAF
FDOT right-of-way connection permits (US27)	TBAF
FDEP Permit – extension of County potable water system (WEC)	Issued
FDEP Permit – extension of County gravity wastewater system (WEC)	Issued
FDEP Permit – extension of County pumped sanitary sewer system (WEC)	Pending
FDEP Permit – extension of County potable water system (to be obtained as phases of Project are developed)	TBAF
FDEP Permit – extension of county gravity wastewater system (to be obtained as phases of Project are developed)	TBAF
FDEP Permit – extension of county pumped wastewater system (to be obtained as phases of Project are developed)	TBAF
Master County approval – amended PUD Master Plan (to be obtained as phases of Project are developed (if required by County Code))	TBAF

<sup>4</sup> Some of the Permits or Approvals identified herein would be issued multiple times as Parcels of the Property are developed.

<sup>5</sup> To be issued upon approval of this Agreement.

<sup>6</sup> “TBAF” stands for “To be applied for.”

County – Site Plan approval (WEC)	Issued
County – Site Plan approval (future commercial outparcel sites requiring Site Plan approval under County LDR)	TBAF
County – Subdivision Plan Approval (to be obtained as part of plat process for subdivisions to be developed)	TBAF
County Plat approval – Plat(s) of Property or Parcels thereof <sup>7</sup>	TBAF

- 12.2. **Additional Permits.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner 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.
- 12.3. **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 Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.
13. **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:
- 13.1. **Transportation Facilities.** The Transportation Facilities that will serve the Project are as set forth in the Traffic Study. Owner shall pay Proportionate Share Mitigation pursuant to paragraph 5, construct Entrance Improvements and Initial Intersection Improvements pursuant to paragraph 6, and convey ROW pursuant to paragraph 8. County shall construct all other Transportation Facilities as set forth in paragraph 9.2.
- 13.2. **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.
- 13.3. **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.
- 13.4. **Solid Waste Collection.** Solid waste collection for the Property will be provided pursuant to the County Code by the County. County currently has sufficient capacity, unreserved, to provide solid waste collection services for the Project.
- 13.5. **Educational Facilities.** Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:
- 13.5.1. Elementary School – Fessenden Elementary and College Park Elementary Schools
- 13.5.2. Middle School – Howard Middle School

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<sup>7</sup> It is anticipated that there will be multiple plats of Parcels of the Property.

13.5.3. High School – Westport High School

- 13.6. Recreational Facilities. The Property is served by recreational facilities owned by both County and City, including Benjamin Louis VanDuuren Park (County) located within 7.7 miles<sup>8</sup> of the Property and Coehadjoe Park (County) located approximately 12.8 miles from the Property.
- 13.7. Health Systems and Facilities. Both Ocala Regional Medical Center (“ORMC”) and Munroe Regional Medical Center (“MRMC”) operate general community hospitals which serve the Property. The closest ORMC facility is approximately 9 miles from the Property, and the closest MRMC facility is approximately 8.9 miles from the Property.

14. **Use of ERCs; County as Exclusive Provider.**

- 14.1. County, Owner and ERC Party agree that, pursuant to the County Water/Wastewater Agreement, ERC Party is vested for 988.08 ERCs of potable water capacity, and 991.75 ERCs of wastewater capacity, without the necessity of paying any additional capital charges (or similar fees) under the County Code for water or wastewater capacity in connection with the development of the real property that is the subject of the County Water/Wastewater Agreement.
- 14.2. By virtue of the Golden Ocala Approvals, the Project includes the development of the real property that was the subject of the County Water/Wastewater Agreement.
- 14.3. County, ERC Party and Owner agree that Owner and ERC Party are entitled to utilize the ERCs for potable water and wastewater for which ERC Party is entitled under the County Water/Wastewater Agreement, in connection with the development of the Project on any portion of the Property.
- 14.4. ERC Party joins in this Agreement solely for the purposes set forth in this paragraph 14 and not otherwise. Therefore, and without limiting the foregoing, ERC Party is not liable hereunder for any matters other than as set forth in this paragraph 14.
- 14.5. Owner agrees that Marion County shall be the exclusive provider of central water and wastewater utilities to 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 (2017)).
- 15.2. Performance On Behalf Of Owner. County agrees that any obligation of Owner to construct any Improvements hereunder may be performed by or on behalf of Owner by third parties under contract with Owner, and such improvement shall be deemed performed by Owner hereunder.

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<sup>8</sup> All distances in this paragraph 13 are measured using Google Maps from the intersection of US 27 and NW 80th Avenue.

15.3. Grants.

15.3.1. Nothing set forth in this Agreement shall preclude Owner from seeking grants (“Grants”) from governmental agencies (other than County) to assist Owner in constructing any Improvements,

15.3.2. County agrees, upon request of Owner, to submit such applications for Grants in connection with the construction of any Improvements. In the event that any such applications require “matching” funds to be provided, County shall not be obligated to apply for such Grants unless Owner has agreed to provide the matching funds, or such matching funds are to be paid from Proportionate Share Mitigation payments to be made by Owner hereunder.

15.3.3. Owner and County shall cooperate in good faith to amend this Agreement in the event any Grants are awarded by, without limitation, requiring County to construct the Improvements (if the Grant requires such construction), modifying the provisions of this Agreement concerning credits to be provided to Owner, and as otherwise necessary to accommodate the provision of the Grants.

16. **Other Agreements.**

16.1. In connection with the issuance of the Golden Ocala Approvals, County agreed to terminate the: (a) Developer’s Agreement related to Comprehensive Plan Amendment 2002-L21, Official Records, Book 3823, Page 411; and (b) First Amendment to Developer’s Agreement related to Comprehensive Plan Amendment 2002-L21, Official Records, Book 4451, Page 1164. By executing this Agreement, Owner and County agree that such Agreements have been terminated.

16.2. Owner shall request the Florida Department of Economic Opportunity (“DEO”) to enter into an agreement with Owner terminating the “Golden Ocala §380.032(3) Agreement” recorded in Official Records Book 2556, Page 23, and shall diligently pursue such efforts, and shall provide County with a copy of such termination agreement promptly after it is executed by Owner and DEO.

17. **Convention Center.**

17.1. County and Owner have discussed the possibility of negotiating a public private partnership agreement (the “Convention Center Contract”) concerning the location of a convention center on a Parcel.

17.2. This Agreement does not concern Transportation Facilities that may be impacted by the convention center.

17.3. Such Convention Center Contract may concern Transportation Facilities that are the subject of this Agreement and therefore it may be necessary to amend this Agreement if the Convention Center Contract is entered into.

17.4. This paragraph 17 shall obligate County or Owner to enter into a Convention Center Contract. Rather, the sole purpose of this paragraph 17 is to acknowledge that this Agreement is unrelated to the Convention Center Contract, and that it may be necessary to amend this Agreement if the Convention Center Contract is entered into.

**18. Joinder by Parcel Titleholders.**

- 18.1. As set forth in paragraph 2.1.3, Owner has represented and warranted that it is authorized to enter into this Agreement on behalf of all legal and equitable owners of the Property. Section 163.3227(1)a), Florida Statutes, also requires, however, that development agreements such as this Agreement contain the “names of [all] legal and equitable owners” of the land subject to such an agreement; although this may not technically require that such owners be parties to such development agreements, they shall do so to avoid any dispute concerning this issue as follows.
- 18.2. Simultaneously with the execution of this Agreement by the parties hereto, Owner shall record, in the Public Records of Marion County, Florida, an instrument executed by the Parcel Titleholders joining in this Agreement in their capacity as the legal and equitable owners of each Parcel, and agreeing to be bound by this Agreement as to the Parcel owned by each such Parcel Titleholder. The form of such instrument shall be approved by the County Attorney, in its reasonable discretion, prior to recording.

**19. General Provisions.**

**19.1. Notices.**

19.1.1. 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:

- a. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471;
- 1). With a copy to: County Planning Director, 2710 E. Silver Springs Boulevard, Ocala, FL 34470;
- 2). With a copy to: County Attorney, 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471.
- b. If to Owner: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177;
- 1). With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.
- 2). With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@ocalalaw.com.

19.1.2. Each such Communication shall be deemed delivered:

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

- b. On the date of email transmission if by email (subject to paragraph 19.1.5); and
- c. 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.
- d. 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.

19.1.3. 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.

19.1.4. 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.

19.1.5. Concerning Communications sent by email:

- a. 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;
- b. 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;
- c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- d. 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
- e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

19.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner, 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.

19.3. 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 Owner 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.

19.4. Default Provisions.

19.4.1. 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.

19.4.2. 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.

19.4.3. 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.

19.4.4. In the event of a material default (as defined under Florida law) by Owner with respect to their obligations to County under this Agreement, and failure of Owner 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.

a. If Owner 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 Owner is not with respect to, or does not impact Owner's obligations regarding, a Third-Party Parcel, and, prior to the conveyance, Owner obtained an Estoppel Statement from County under paragraph 19.5 acknowledging that there are no defaults by Owner under this Agreement, the right of County to withhold permits upon a default by Owner shall not extend to County permits pending or to be issued with respect to a successor owner of the Third-Party Parcel.

b. The Parties agree that failure of Owner to timely pay any Proportionate Share Mitigation owed under the provisions of this Agreement does not constitute a default with respect to, or impacting Owner's obligations regarding, a Third-Party Parcel, if, prior to the date that Owner conveyed the Third-Party Parcel, Owner obtained an Estoppel Statement pursuant to paragraph 19.5 acknowledging that Owner 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.

19.5. Estoppel Statements.

19.5.1. 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:

- a. 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.
- b. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
- c. That to the best of the requested Party’s knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- d. 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.
- e. 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.

19.5.2. 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.

19.5.3. 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 Owner or a Subsequent Owner requests an Estoppel Statement.

19.6. 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.

- 19.7. **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.
- 19.8. **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.
- 19.9. **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.
- 19.10. **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.
- 19.11. **Successors and Assigns.**
- 19.11.1. 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.
- 19.11.2. 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.
- 19.12. **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.
- 19.13. **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.
- 19.14. **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.
- 19.15. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
- 19.16. **Term.** The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date.

19.17. Additional Definitions and Rules of Construction. The definitions in paragraph 1, and elsewhere in this Agreement, shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, and pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term “person” includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement, unless the context otherwise requires.

19.18. Exhibits.

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

- a. Exhibit 1.15 – Entrance Improvements.
- b. Exhibit 1.16 – Equivalency Matrix.
- c. Exhibit 1.25 – Initial Intersection Improvements.
- d. Exhibit 1.29 – Parcel Titleholders.
- e. Exhibit 1.31.1 – 1994 Vesting Order.
- f. Exhibit 1.31.2 – 2006 Certificate.
- g. Exhibit 1.34 – Property.
- h. Exhibit 5.1.2 – Proportionate Share Analysis.
- i. Exhibit 6.2.4.b – Locations of WEC, Hotel, SR 40 Entrances and SR 40 Driveway.
- j. Exhibit 6.2.5.b – Length of SR 40 Driveway Subject to Laning Requirement.
- k. Exhibit 6.2.5.b.3) – SR 40 Driveway Alternative.
- l. Exhibit 6.2.5.c – Sherman Oaks SR 40 Driveway Improvements.

19.19. 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.

19.20. 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.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA

By: Kathy Bryant  
Kathy Bryant, Chair  
BCC Approved: 6/6/18

ATTEST:

David R. Ellspermann  
David R. Ellspermann, Clerk

Approved as to form and legality:

Matthew G. Minter  
Matthew Guy Minter, County Attorney

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2018, by Kathy Bryant, as Chair of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.

Cindy D. Bonvissuto  
Notary Public, State of Florida  
Name: Cindy D. Bonvissuto  
(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: \_\_\_\_\_

Equestrian Operations, L.L.C., an Ohio limited liability company

[Signature]  
Witness

Thomas P. C. McCarthy  
Print Witness Name

Dee Beck  
Witness

Dee Beck  
Print Witness Name

By: [Signature]  
Ralph L. Roberts Sr.  
as CEO

STATE OF FL  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2018, by Ralph L. Roberts, Sr., as CEO of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the company.



[Signature]  
Notary Public, State of Florida  
Name: Kinzel Carpenter  
(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: \_\_\_\_\_

[Signature]  
Witness

Thomas P.C. McCarthy  
Print Witness Name

Dee Beck  
Witness

Dee Beck  
Print Witness Name

STATE OF FL  
COUNTY OF Marion

Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

By: [Signature]  
Ralph L. Roberts, Sr.  
as CEO

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2018, by Ralph L. Roberts, Sr. as CEO of Golden Ocala Equestrian Land, L.L.C., an ~~Ohio~~ limited liability company, on behalf of the company.



[Signature]  
Notary Public, State of Florida  
Name: Kinzel Carpenter  
(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: \_\_\_\_\_

R.L.R. Investments, LLC, an Ohio limited liability company

[Signature]  
Witness

Thomas P.C. McCarthy  
Print Witness Name

Dee Beck  
Witness

Dee Beck  
Print Witness Name

By: [Signature]  
Ralph L. Roberts Sr.  
as Chairman

STATE OF FL  
COUNTY OF Manion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2018, by Ralph L. Roberts Sr., as Chairman of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.



[Signature]  
Notary Public, State of Florida  
Name: Kinzel Carpenter  
(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 1.15  
ENTRANCE IMPROVEMENTS**

<b>Location</b>	<b>Improvement</b>	<b>Deadline</b>
NW 80th Avenue at NW 21st Street	410' NB left-turn lane, 290' SB right-turn lane	As set forth in paragraph 6.2.1
NW 80th Avenue at Entrance to WEC Guest Parking Lot	410' NB left-turn lane, 290' SB right-turn lane	As set forth in paragraph 6.2.1
NW 80th Avenue at NW 10th Street	410' NB left-turn lane, 290' SB right-turn lane	When connection at such location is constructed
SR 40 Entrance Improvements	As set forth in paragraph 6.2.4	As set forth in paragraph 6.2.1
NW 80th Avenue at NW 21st Street	Signalization	Owner shall commence an analysis, including all traffic warrant studies, for this signalization prior to the Commencement of Development of at least 100,000.00 square feet of retail space at the location of the proposed signalization.



**EXHIBIT 1.25  
INITIAL INTERSECTION IMPROVEMENTS**

1. US 27 at NW 80th Ave
  - 1.1. Northbound Right Turn Lane
  - 1.2. Westbound Left Turn Lane
  - 1.3. Northbound Left Turn Lane
  - 1.4. Southbound Left Turn Lane
2. SR 40 at NW 80th Avenue
  - 2.1. Southbound Right Turn Lane

**EXHIBIT 1.29**  
**PARCEL TITLEHOLDERS<sup>9</sup>**

1. R.L.R. Investments, LLC, an Ohio limited liability company
2. Ocala Equestrian, L.L.C., an Ohio limited liability company
3. 12665-002-00, LLC, an Ohio limited liability company
4. 12665-003-00, LLC, an Ohio limited liability company
5. 20938-001-00, LLC, an Ohio limited liability company
6. 20938-003-00, LLC, an Ohio limited liability company
7. 20938-004-00, L.L.C, an Ohio limited liability company
8. 20940-001-01, LLC, an Ohio limited liability company
9. 20941-000-00, LLC, an Ohio limited liability company
10. 20944-001-00, LLC, an Ohio limited liability company
11. 20944-001-02, LLC, an Ohio limited liability company
12. 20944-004-00, L.L.C., an Ohio limited liability company
13. 20945-000-00, LLC, an Ohio limited liability company
14. 20945-000-01, LLC, an Ohio limited liability company
15. 20947-000-00, LLC, an Ohio limited liability company
16. 21059-000-00, L.L.C., an Ohio limited liability company
17. 21059-003-00, LLC, an Ohio limited liability company
18. 21059-005-00, LLC, an Ohio limited liability company
19. 21064-003-00, L.L.C., an Ohio limited liability company
20. 21069-007-01, LLC, an Ohio limited liability company
21. 21087-001-00, LLC, an Ohio limited liability company
22. 21087-001-02, LLC, an Ohio limited liability company

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<sup>9</sup> As set forth in paragraph 1.29, the following list does not include the Owner under this Agreement which is already a party to this Agreement.

**EXHIBIT 1.31.1  
1994 VESTING ORDER**

See attached.

Received  
FEB 18 2004

**MARION COUNTY  
STAFF VESTING COMMITTEE  
VESTING ORDER NO. 94-9**

1397

In Re: Golden Ocala Units I, II and III  
Golden Ocala Golf Course Partners  
Sheikh M. Hasan, Agent  
1515 E. Silver Springs Blvd W155  
Ocala, Florida 34478

FEB 19 2004  
MARION COUNTY  
ENGINEERING

**ORDER APPROVING VESTED RIGHTS**

On May 25, 1994, Marion County Staff Vesting Committee met to consider the application for vesting determination submitted by the above-referenced applicant for Golden Ocala Units I, II and III, a Single and Multiple Family Dwelling development of three (3) phases on 565.0 acres of property.

The Committee hereby adopts the following findings of fact:

1. **PROJECT DESCRIPTION:**

This request for a Vesting Determination is for a project located on the south side of U.S. Highway 27, approximately 1/4 mile west of N.W. 80th Avenue. This project consists of three (3) phases on 565.0 acres. A master plan for this proposed development has been approved by the Board of County Commissioners.

Unit I is zoned R-1, Single Family Dwelling, and has existing paved roads, dry water and sewer lines and retention areas. The final plat was recorded on May 23, 1984, in Book W, Pages 75-80. Unit I contains 98 lots and a portion of the golf course on 195.33 acres.

Unit II is also zoned R-1, Single Family Dwelling, and a preliminary plat has been approved for 295 lots on 173.38 acres. A portion of the existing golf course is also in this unit.

Unit III is zoned R-3, Multiple Family Dwelling, and A-1, General Agriculture.

*A preliminary plat has been approved for 405 lots on 196.29 acres. A portion of the existing golf course is also in this unit.*

*Unit I is located in the Urban Expansion Area, Units II and III are located in the Urban Reserve Area as depicted on the Future Land Use Map as adopted on April 7, 1994.*

*The project area is not located in the Environmentally Sensitive Overlay Zone nor in the 100 year flood plain.*

**2. CHRONOLOGY:**

*The planning and development of this project began in 1983 with the preparation of a Preliminary Plat for Unit I. An archaeological study for the entire project was completed. The preliminary plat and improvement plans for roads, water and sewerage systems for Unit I were completed and approved. The completion of the improvements culminated in the recording of the Unit I Final Plat on May 23, 1984.*

*Work on the preliminary plat and improvement plans for Unit II were completed in 1984. The design for the golf course, the wastewater treatment plant and a potable water well was begun in 1984. These plans were completed in 1985, and construction commenced on the golf course and the remodeling of the Academy Building. A preliminary plat and improvement plans for Unit III were prepared. The construction of the golf course was completed in 1988.*

*The preliminary plat approval for Unit II expired in 1986, and the approval for Unit III expired in 1987.*

*A wastewater treatment plant permit was obtained from the State of Florida in 1989.*

*The Master Plan for development of the project was completed and approved by the Board of County Commissioners in 1991, concurrently with the renewal of the Preliminary Plat approval for Unit II and III.*

*Minor golf course improvements and water and sewer system improvement planning has been completed.*

**3. EXPENDITURES:** *The applicant has presented some evidence of expenditures, including development expenditures.*

**PLANNING AND ENGINEERING**

Archeological	\$ 23,475.00
Architectural	137,844.00
Engineering	228,113.00
<b>TOTAL</b>	<b>\$ 389,432.00</b>

**SITE IMPROVEMENTS**

Phase I	\$ 2,835,831.00
Phase II	672,556.00
Phase III	349,958.00
Golf Course	2,743,839.00
Miscellaneous	270,422.00
<b>TOTAL</b>	<b>\$ 6,872,586.00</b>

4. *This project was permitted by the Comprehensive Plan and the Land Development Code in effect prior to February 12, 1992.*
5. *This project was shown in the Urban Expansion Area on the Future Land Use Map adopted August 11, 1993.*
6. *Final Local Development Order. This development was issued a final local development order by the County for Unit I. Construction of the golf course in Units I, II and III has been completed and all permits are current.*

*Based on the findings of facts above, the Staff Vesting Committee hereby finds and determines:*

1. *The Marion County Land Development Code provides the Staff Committee shall provide the applicant with written notification of the determination of vested status including findings of fact supporting such determination.*
2. *The applicant has submitted sufficient information to support that it has made a substantial change in position or has incurred extensive obligations or expenses and it would be inequitable, unjust or fundamentally unfair to deny the development rights acquired by the applicant.*
3. *On May 25, 1994, the Vesting Committee voted unanimously to approve the vested rights of the applicant.*

4. The applicant was charged an application fee of \$400, and the total time required to render this vesting determination involved a total cost of \$408.79. The applicant is not entitled to a refund of the application fee.

Accordingly, the Marion County Staff Vesting Committee has determined the applicant has vested rights to complete the development providing the applicant receives a final local development order for Units II and III within 60 months of the date of this Order, unless such time period is extended by the Board of County Commissioners, and the applicant continues development activity in good faith.

DONE and ORDERED this 3 day of June, 1994.

  
\_\_\_\_\_  
Michael May, Chairman  
Staff Vesting Committee

*Copies Furnished To:*  
Jeff Gann, Chairman  
Thomas D. MacNamara, Assistant County Attorney  
Tom Klinker, Finance Director  
Charlene Williams, Secretary  
Sheikh M. Hasan

**EXHIBIT 1.31.2  
2006 CERTIFICATE**

See attached.



*Marion County*  
*Board of County Commissioners*  
*Planning Department*  
 2651 S.E. 3rd Street Ocala, Florida 34471-9101  
 (352) 680-3394 - Faxcom 667-3394 -- Fax (352) 680-7682

April 21, 2006

Clifford G. Wilson  
 V.P. of Development  
 Golden Ocala Golf & Equestrian Club

Re: Certificate of Concurrence

Dear Mr. Wilson,

As you are aware, on April 10<sup>th</sup> 2006 the Marion County Development Review Committee approved the Golden Ocala PUD Master Plan. Pursuant to Article 11 of the Marion County Land Development Code, a "Certificate of Concurrence" is hereby granted. Marion County has received your check in the amount of \$857,935, which is 50% of the impact fees required by Article 11. This letter hereby acknowledges that this payment therefore reserves the following number of vehicle trips on the associated roadways, for development of 325,000 square feet of commercial and a 135 room hotel within the Golden Ocala project, as follows:

Roadway/Segment	P.M. Peak hour trips Reserved
US 27	
NW 100 <sup>th</sup> Ave. - CR 225A	103
CR 225A - I-75	537
CR 225	
CR 329 - CR 326	31
CR 326 - US 27	279
US 27 - SR 40	114
SR 40 SW 38 <sup>th</sup> St.	61

This approval is based on a "Traffic Impact Analysis" that was prepared by Kimley-Horn and Associates, Inc., dated November 2005 and accepted by Marion County.

If you have any questions or need additional information, please feel free to call

Sincerely,

**EXHIBIT 1.34  
PROPERTY  
PARCEL 1**

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; AND SECTIONS 35 AND 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST; AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST; AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°12'24"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 2, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS. THENCE N.01°16'34"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 652.47 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°12'11"E., 3269.27 FEET; THENCE N.01°21'07"E., 10.00 FEET; THENCE S.89°12'11"E., 662.88 FEET; THENCE N.01°29'33"E., 660.95 FEET; N.89°11'10"W., 2646.61 FEET; THENCE N.01°09'51"E., 1323.61 FEET; THENCE N.01°13'58"E., 1262.57 FEET; THENCE N.48°19'18"W., 98.72 FEET; THENCE N.89°18'46"W., 720.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES); THENCE N.35°57'08"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1208.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.34°36'33"E., 194.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.39°10'57"E., 231.10 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°37'25"E., ALONG SAID SOUTH BOUNDARY, 2504.55 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.01°17'38"E., 1209.29 FEET; THENCE N.89°35'39"W., 1437.08 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD, SAID POINT BEING ON A 736.57 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.30°47'14"E. 138.66 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 10°48'06", A DISTANCE OF 138.86 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°33'33"E., 31.64 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.89°35'39"E., ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 35, 1268.90 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.23°11'28"E., 989.99 FEET; THENCE N.23°57'35"E., 638.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY 27 (WIDTH VARIES), SAID POINT BEING ON A 1532.60 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.73°13'40"E. 854.04 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'23", A DISTANCE OF 865.50 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°24'22"E., 119.00 FEET TO THE N.E. CORNER OF "GREY OAKS", AS RECORDED IN BOARD OF COUNTY COMMISSIONERS EASEMENTS BOOK 1, PAGES 1 AND 2, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "GREY OAKS" THE FOLLOWING NINE (9) COURSES: (1) S.00°43'17"W., 1256.80 FEET; (2) N.89°14'22"W., 189.91 FEET; (3) N.89°41'14"W., 661.80 FEET; (4) S.00°48'53"W., 740.73 FEET; (5) S.00°51'27"W., 1928.27 FEET; (6) S.89°27'05"E., 664.72 FEET; (7) S.88°31'01"E., 1321.97 FEET; (8) N.00°52'56"E., 1365.69 FEET; (9) N.00°40'49"E., 2582.83 FEET TO THE N.W. CORNER OF TRACT 1 OF "GOLDEN OCALA UNIT NO. ONE", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "W", PAGES 75 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED N. U.S. HIGHWAY NO. 27; THENCE S.89°23'15"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2068.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°35'05"W., 145.45 FEET; THENCE S.89°24'55"E., 149.96 FEET; THENCE N.00°35'05"E., 145.48 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S.89°25'33"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°25'33"E., 184.81 FEET TO THE N.E. CORNER OF TRACT "J", "RLR GOLDEN OCALA UNIT NO. THREE PLAT", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 110 THROUGH 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "RLR GOLDEN OCALA UNIT NO. THREE PLAT" THE FOLLOWING FIFTEEN (15) COURSES: (1) S.00°35'31"W., 525.48 FEET; (2)

N.89°28'19"W., 550.72 FEET; (3) S.00°37'15"W., 791.38 FEET; (4) S.31°23'32"E., 827.06 FEET; (5) S.00°19'49"W., 600.14 FEET; (6) S.89°40'42"E., 286.11 FEET; (7) S.00°22'35"W., 1290.38 FEET; (8) S.85°30'19"E., 893.72 FEET; (9) N.65°33'19"E., 199.87 FEET; (10) S.61°04'53"E., 499.86 FEET; (11) N.11°44'07"E., 199.98 FEET; (12) N.70°19'54"E., 229.21 FEET; (13) N.20°25'51"E., 500.11 FEET; (14) N.61°33'40"W., 559.73 FEET; (15) N.05°41'20"W., 548.44 FEET TO THE S.W. CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.89°37'32"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 31, 900.74 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'49"E., 1099.23 FEET; THENCE S.89°35'46"E., 803.68 FEET; THENCE N.06°46'07"E., 1231.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY NO. 27; THENCE S.77°25'51"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 3317.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD (WIDTH VARIES); THENCE S.00°32'30"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, 989.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S.84°46'23"W., 5.03 FEET; THENCE N.89°27'30"W., 250.00 FEET; THENCE S.00°32'30"W., 233.00 FEET; THENCE S.89°27'30"E., 243.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID N.W. 70TH AVENUE ROAD, SAID POINT BEING ON A 450.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.36°39'55"W. 349.42 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 45°41'25", A DISTANCE OF 358.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.59°24'14"W., 129.61 FEET; (2) S.59°28'46"W., 876.12 FEET; (3) S.00°27'58"W., 11.66 FEET; (4) S.59°28'46"W., 3397.02 FEET TO A POINT ON A 2393.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.40°23'19"W. 1565.75 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°10'54", A DISTANCE OF 1595.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°31'43"W., 938.79 FEET; THENCE S.00°24'50"W., 288.11 FEET; THENCE N.89°31'43"W., 520.03 FEET; THENCE S.00°31'16"W., 361.51 FEET; THENCE S.89°31'43"E., 1320.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING ON A 2383.63 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.02°55'31"W. 202.66 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°52'23", A DISTANCE OF 202.72 FEET; (2) S.00°30'39"W., 1323.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 20 EAST; (3) S.03°06'11"E., 502.98 FEET; (4) S.00°21'45"W., 159.62 FEET; (5) S.00°25'11"W., 1349.93 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°30'36"W., 1318.04 FEET; THENCE S.00°24'04"W., 636.26 FEET; THENCE S.89°32'54"E., 364.85 FEET; THENCE S.87°38'44"E., 952.93 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S.00°36'56"W., 1297.31 FEET; (2) S.00°28'33"W., 1324.88 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°50'14"W., ALONG SAID SOUTH BOUNDARY, 2684.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.87°49'18"W., 1358.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°18'31"E., ALONG SAID EAST BOUNDARY, 1004.06 FEET; THENCE CONTINUE ALONG SAID EAST BOUNDARY, S.00°15'48"W., 1609.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N.88°52'11"W., 808.86 FEET; (2) N.88°55'14"W., 561.55 FEET TO A POINT ON A 22579.55 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.89°33'45"W. 502.84 FEET; (3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16'34", A DISTANCE OF 502.85 FEET; (4) S.89°49'55"W., 2111.23 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.00°19'29"E., ALONG SAID EAST BOUNDARY, 2643.84 FEET TO A POINT ON THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 14; THENCE N.89°55'19"W., ALONG SAID NORTH BOUNDARY, 2579.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE N.00°46'14"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.69 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°44'18"E., 612.05 FEET; THENCE N.00°48'23"E.,

495.45 FEET; THENCE N.89°45'36"W., 612.37 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°46'11"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 178.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°40'00"E., 1270.04 FEET; THENCE N.00°50'53"E., 671.74 FEET; THENCE N.89°34'39"W., 1264.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.00°45'55"E., 337.03 FEET; (2) N.00°02'30"W., 1520.80 FEET; (3) N.00°45'52"W., 837.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

## PARCEL 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE N.00°42'10"E., ALONG THE WEST BOUNDARY OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 35, 1328.43 FEET; THENCE S.89°34'51"E., 1556.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES), SAID POINT BEING ON A 676.67 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.38°57'22"W. 262.23 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'42", A DISTANCE OF 263.90 FEET; (2) S.50°06'46"W., 473.48 FEET TO A POINT ON A 484.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.39°26'31"W. 179.68 FEET; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°23'14", A DISTANCE OF 180.73 FEET; (4) S.28°45'05"W., 198.60 FEET TO A POINT ON A 1076.88 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.37°16'24"W. 320.39 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°06'37", A DISTANCE OF 321.59 FEET; (6) S.45°52'23"W., 351.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES: (1) S.89°43'02"W., 56.98 FEET; (2) N.89°27'07"W., 331.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**Sketch attached on next page.**

**Sketch is attached to show perimeter of property only; interior lines should be disregarded.**



**EXHIBIT 5.1.2  
PROPORTIONATE SHARE ANALYSIS**

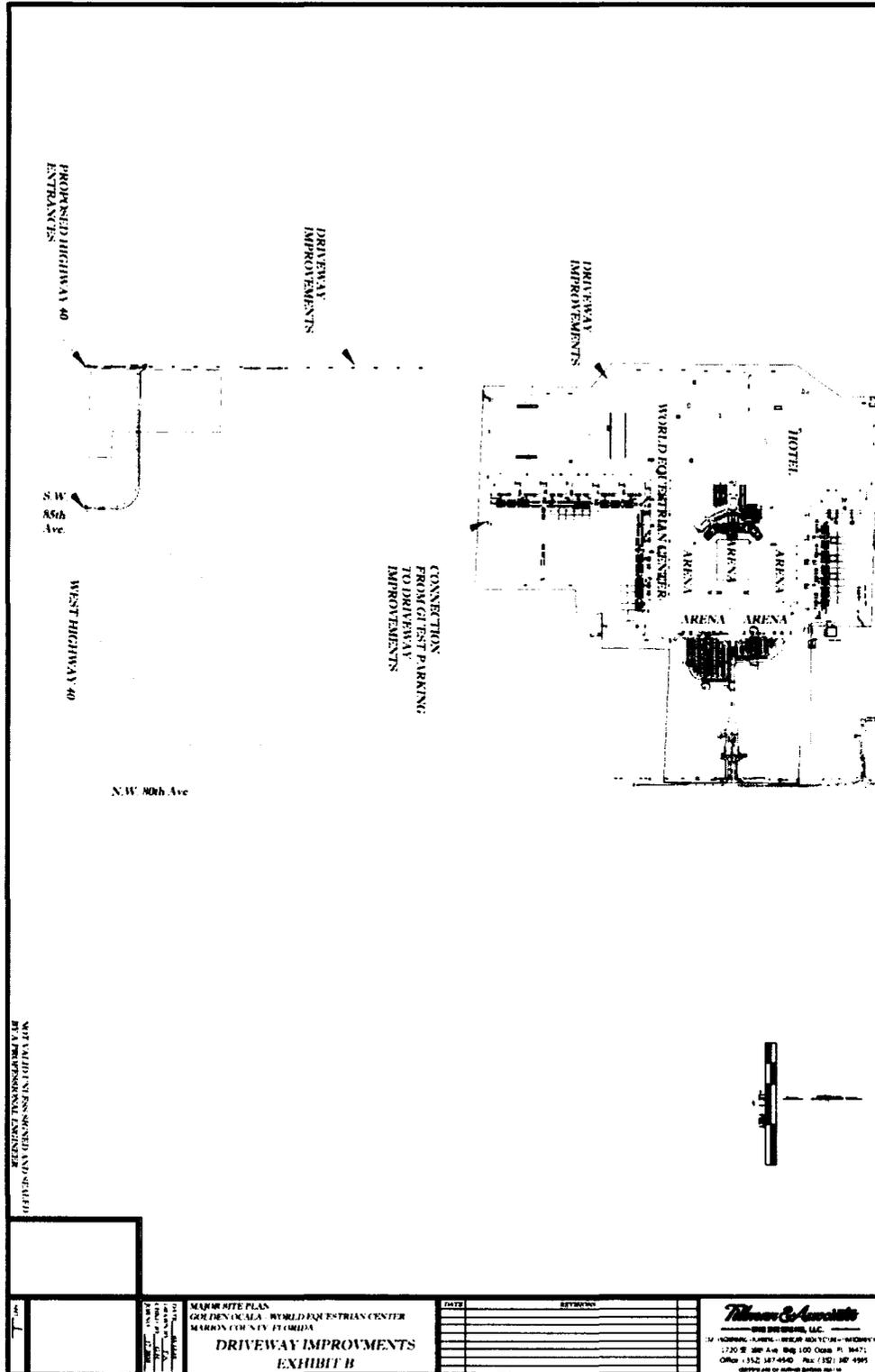
**Table D - Proportionate Share Calculations**

Intersection or Roadway Segment	Improvement	Timeframe of Need (As Percentage of Net New Trips If Undated)	Estimated Cost				Golden Ocala Proportionate Share %	Golden Ocala Proportionate Share Cost
			Construction	Design & CEI (20%)	Right-of Way <sup>2</sup>	Total		
<b>Off-Site Intersection Improvements</b>								
NW 80th Avenue at US 27	Second Westbound left-turn lane (+/- 500 LF, SB receiving lane)	Vested <sup>1</sup>	\$600,000.00	\$120,000.00	\$103,306.00	\$823,306.00	0.00%	\$0.00
NW 80th Avenue at US 27	Exclusive Northbound left-turn lane (+/- 450 LF)	Vested <sup>1</sup>	\$150,000.00	\$30,000.00	\$34,435.00	\$214,435.00	0.00%	\$0.00
NW 80th Avenue at US 27	Exclusive Southbound left-turn lane (+/- 500 LF)	Vested <sup>1</sup>	\$150,000.00	\$30,000.00	\$34,435.00	\$214,435.00	0.00%	\$0.00
NW 80th Avenue at US 27	Exclusive Northbound right-turn lane (+/- 500 LF)	Within 12 months of WEC C.O., per Concurrency Agreement	\$150,000.00	\$30,000.00	\$34,435.00	\$214,435.00	29.58%	\$63,429.87
NW 80th Avenue at US 27	Exclusive Westbound right-turn lane (+/- 500 LF)	75% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$150,000.00	\$30,000.00	\$0.00	\$180,000.00	29.58%	\$53,244.00
NW 100th Avenue at SR 40	Exclusive Southbound left-turn lane (+/- 350 LF)	When residential connection to NW 100th Ave is built	\$105,000.00	\$21,000.00	\$12,052.00	\$138,052.00	27.96%	\$38,599.34
NW 80th Avenue at SR 40	Second Eastbound left-turn lane (+/- 550 LF, NB receiving lane)	75% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$600,000.00	\$120,000.00	\$103,306.00	\$823,306.00	100.00%	\$823,306.00
NW 80th Avenue at SR 40	Exclusive Southbound right-turn lane (+/- 500 LF)	50% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$150,000.00	\$30,000.00	\$34,435.00	\$214,435.00	100.00%	\$214,435.00
NW 60th Avenue at SR 40	Exclusive Northbound right-turn lane (+/- 250 LF)	75% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$100,000.00	\$20,000.00	\$17,218.00	\$137,218.00	64.53%	\$88,546.78
NW 60th Avenue at SR 40	Exclusive Southbound right-turn lane (+/- 250 LF)	75% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$100,000.00	\$20,000.00	\$17,218.00	\$137,218.00	64.53%	\$88,546.78
<b>Off-Site Roadway Improvements</b>								
SW 80th Avenue, from SW 38th Street to SR 40	4-lane divided median section	75% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$13,000,000.00	\$2,600,000.00	\$895,317.00	\$16,495,317.00	17.06%	\$2,814,101.08
NW 80th Avenue, from SR 40 to NW 21st Street	4-lane divided median section	75% of 1,741 Newly Reserved PM Peak Hour Net New Trips	\$8,000,000.00	\$1,600,000.00	\$550,964.00	\$10,150,964.00	17.50%	\$1,776,418.70
<b>Totals</b>			<b>\$23,255,000.00</b>	<b>\$4,651,000.00</b>	<b>\$1,837,121.00</b>	<b>\$29,743,121.00</b>		<b>\$5,960,627.54</b>

Notes:

1. These improvements were contributed towards for the Previously Reserved Golden Ocala PUD trips.
2. Length of Improvements includes estimated transition laneage to achieve actual length of improvement.
3. Right-of-Way width assumes 30' (from one side or the other), included R/W from Golden Ocala in the total length to show total valuation. R/W costs were calculated as \$50,000/acre for off-site roadway improvements and intersection improvement on NW 100th Avenue at SR 40; \$100,000/acre for all other improvements.

**EXHIBIT 6.2.4.b**  
**LOCATIONS OF WEC, HOTEL, SR 40 ENTRANCES AND SR 40 DRIVEWAY**



MAP SCALE: 1" = 100' (AS SHOWN) AND 1" = 200' (AS SHOWN)

SHEET NO. 1 OF 1	MARK SITE PLAN GOLDEN Ocala - WORLD EQUESTRIAN CENTER MADISON COUNTY, FLORIDA <b>DRIVEWAY IMPROVEMENTS</b> <b>EXHIBIT B</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISION																					<p align="center"><b>Tilman &amp; Associates</b>          ARCHITECTS, P.A.</p> <p>         111 W. UNIVERSITY AVENUE - SUITE 100 - GAINESVILLE, FLORIDA 32601          OFFICE: (352) 387-4540 FAX: (352) 387-4995          WWW.TILMAN-AND-ASSOCIATES.COM       </p>
DATE	REVISION																								



**EXHIBIT 6.2.5.b.3)**  
**DRIVEWAY ALTERNATIVE SET FORTH IN PARAGRAPH 6.2.5.b.3)**

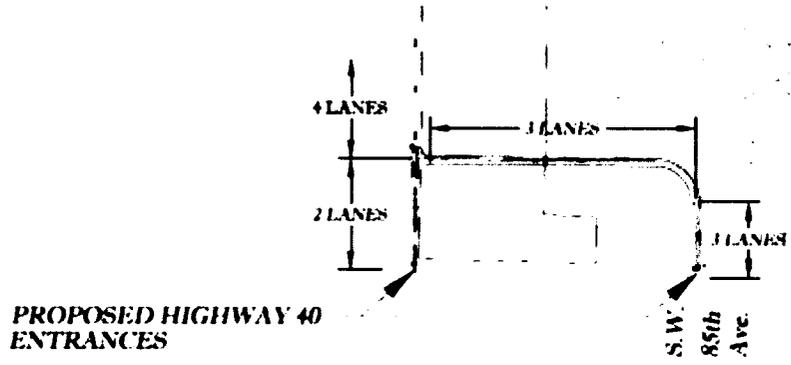
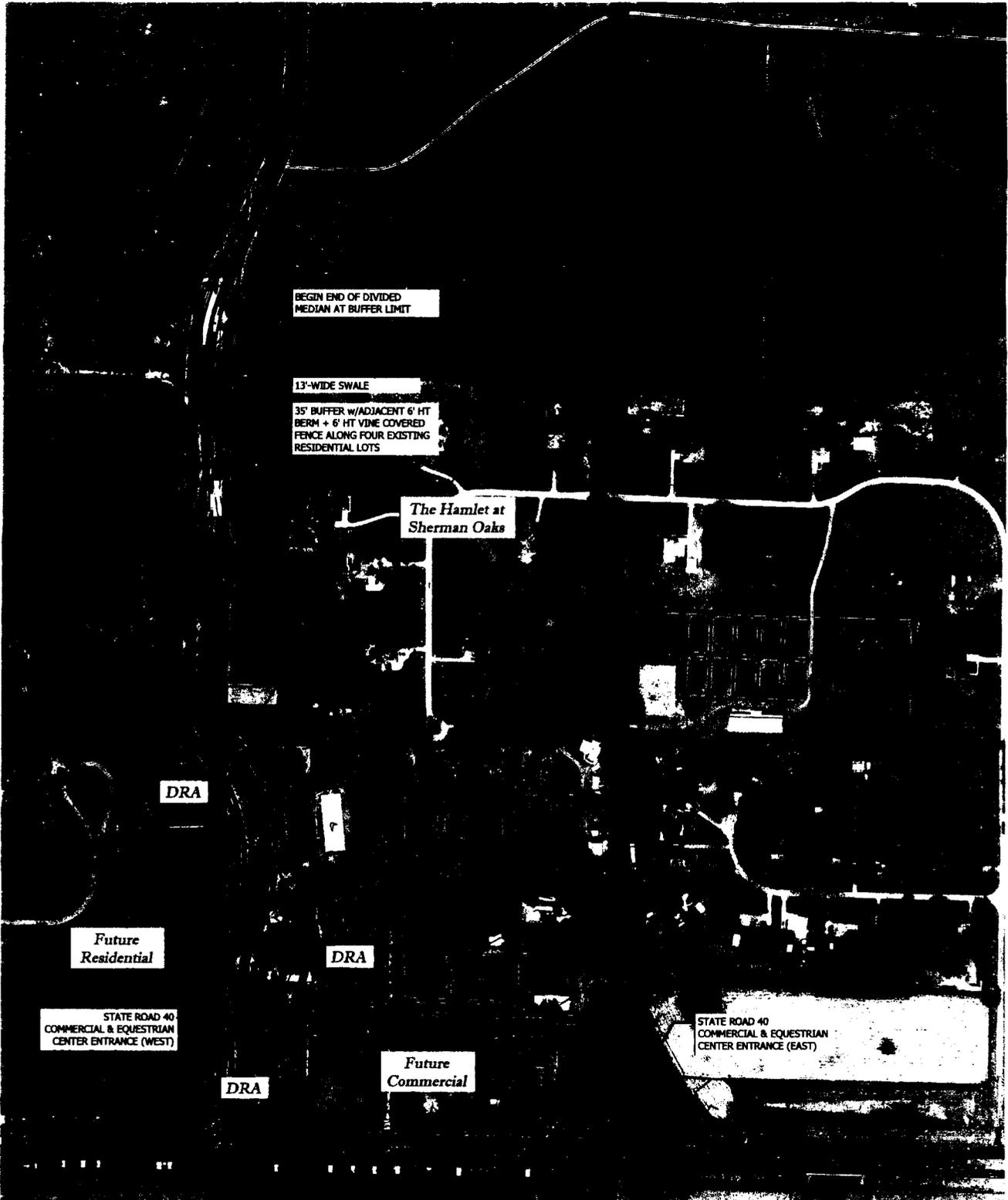


EXHIBIT 6.2.5.c  
 SHERMAN OAKS SR 40 DRIVEWAY IMPROVEMENTS



*Tillman & Associates*

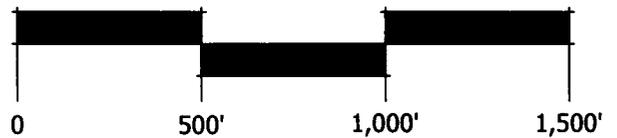
ENGINEERING, LLC.

CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL

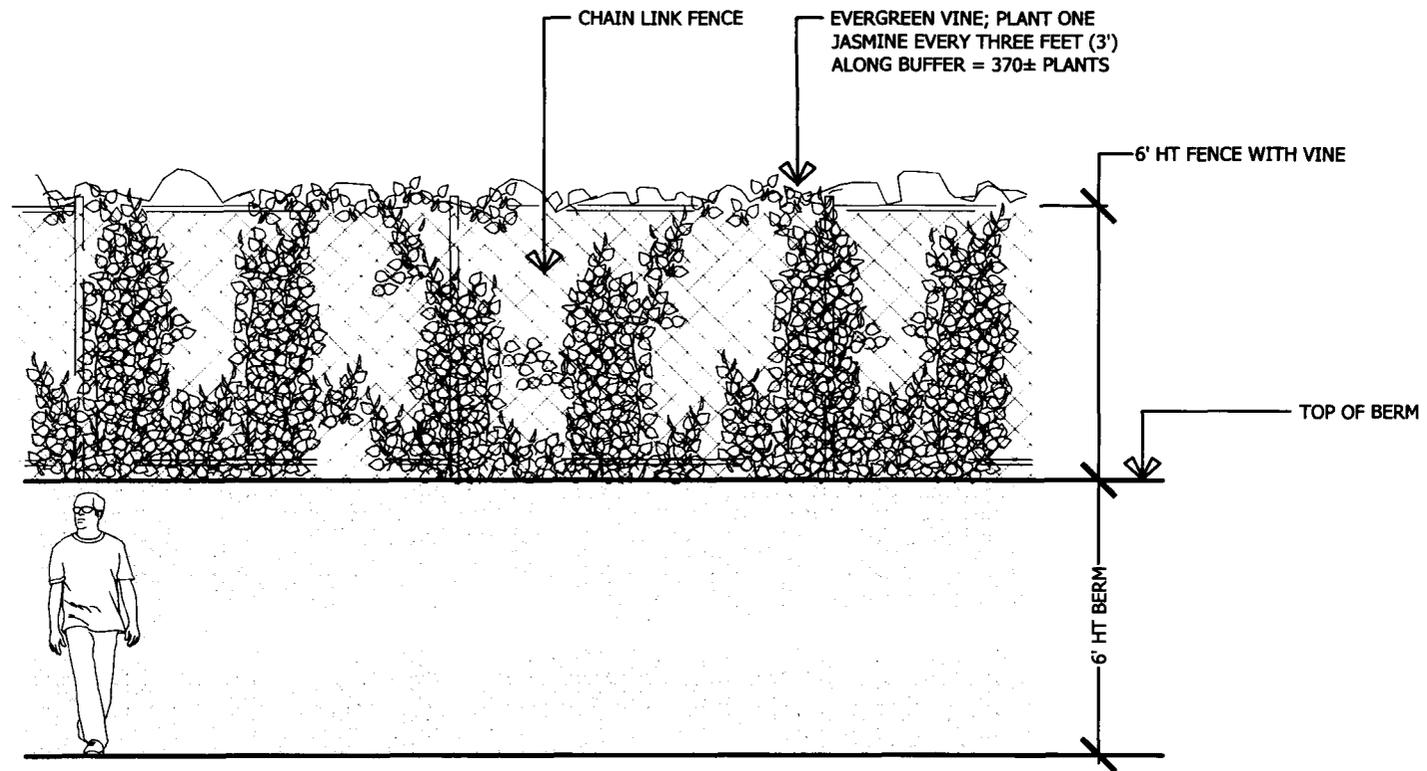
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471

Office: (352) 387-4540 Fax: (352) 387-4545

CERTIFICATE OF AUTHORIZATION #26756



SCALE: 1"=500'



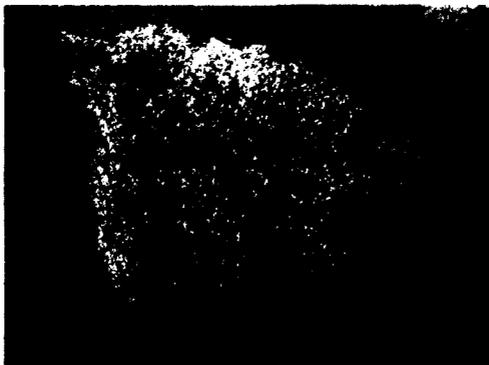
ELEVATION - FACING BUFFER / BERM FROM ROAD

SCALE: 1/4"=1'-0"

**TYPE B-7 BUFFER FOR  
SHERMAN OAKS**

*Tillman & Associates*  
ENGINEERING, L.L.C.

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 #26756



CONFEDERATE JASMINE (a.k.a. STAR JASMINE) *Trachelospermum jasminoides*

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1. Landscaping will be vines, selected by developer from the following accepted varieties: Star Jasmine, a/k/a Confederate Jasmine; Ficus Pumila; Honey Suckle; and Banksia Rose.
2. Plants shall be minimum of 1 gal. size, shall be planted at no more than 3 feet intervals along the base of the eastern side of the fence, and shall be irrigated and maintained in a good manner. The east side of the berm will be grassed or landscaped in a manner that controls erosion.
3. Good faith efforts will be used to preserve existing mature trees within the area between the berm and the western boundary of the Hamlet at Sherman Oaks. This area will be maintained and periodically mowed.
4. All fencing will be repaired or replaced in event of damage to the structure.
5. No other uses allowed in the buffer area between the berm and the western boundary of the Hamlet of Sherman Oaks except for horse trails.
6. Street lighting for the entrance road, if installed, shall not exceed 14' height with directional lighting fixtures to minimize light toward the east.
7. Berm will extend 100 feet North and South beyond the Hamlet boundaries.
8. Construction of landscape berm will commence prior to or simultaneously with commencement of the driveway construction.
9. Trees will be planted at no greater than 20 foot intervals in area between the berm and the western boundary of Sherman Oaks unless existing mature trees within such area at such intervals can be preserved; in areas where such intervals are not maintained with existing mature trees, trees will be planted to maintain such intervals.
10. Any bridle trail between the berm and the western boundary of Sherman Oaks shall not be more than ten feet in width.

*Tillman & Associates*

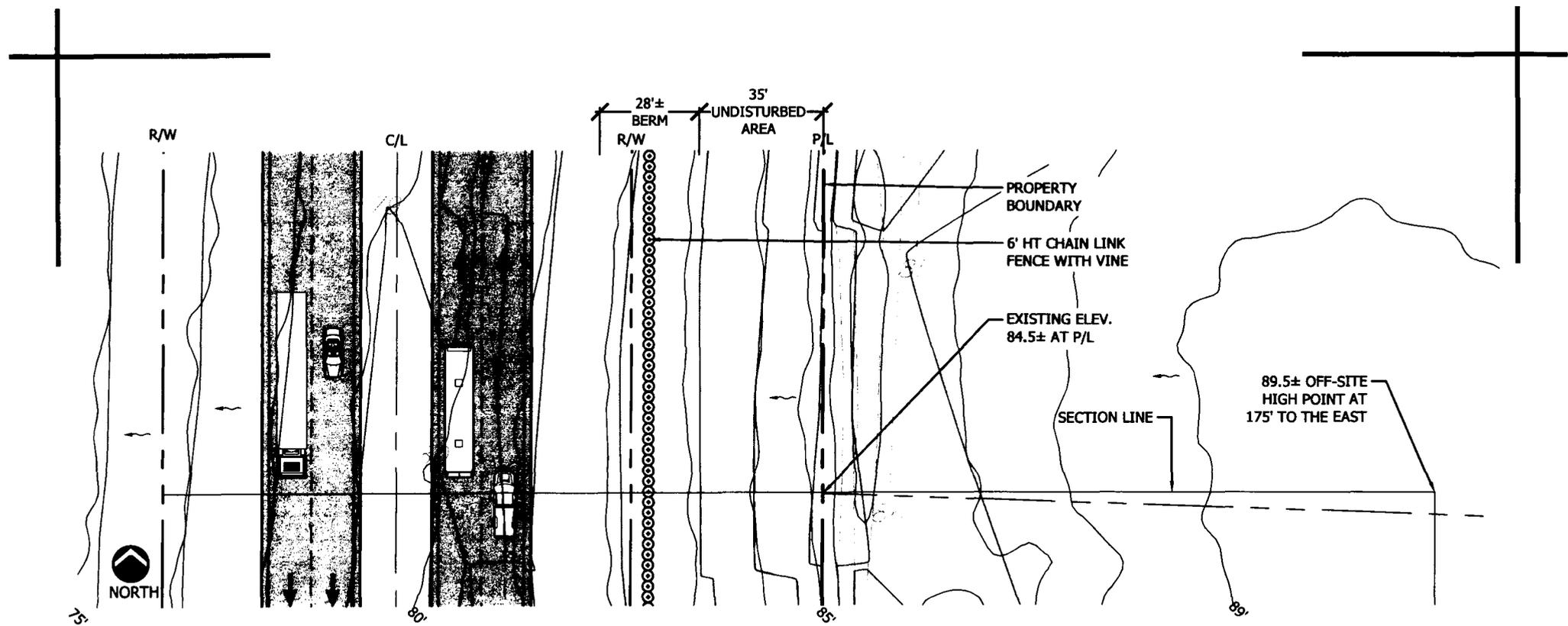
ENGINEERING, L.L.C.

CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL

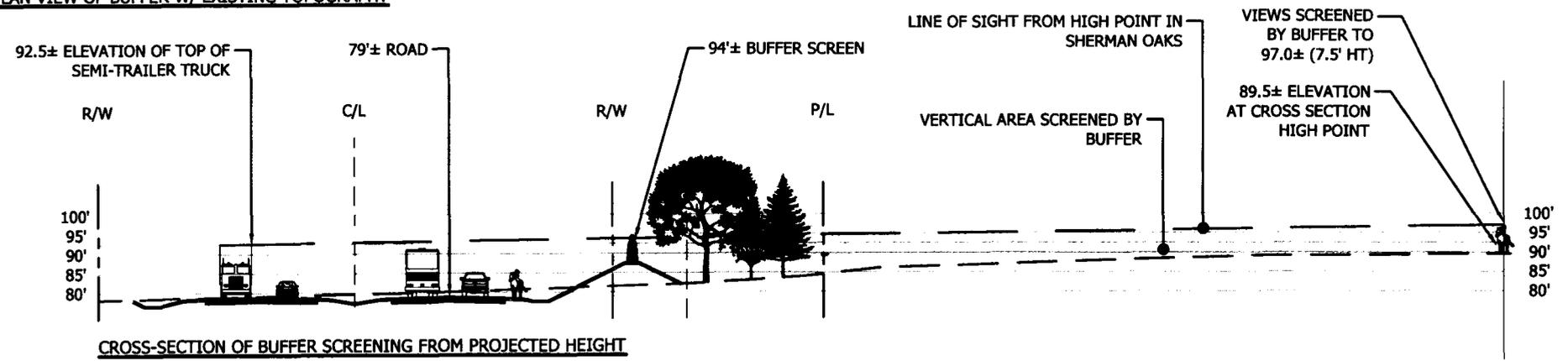
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471

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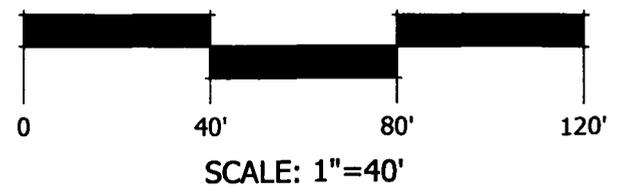
58 PLAN VIEW OF BUFFER W/ EXISTING TOPOGRAPHY



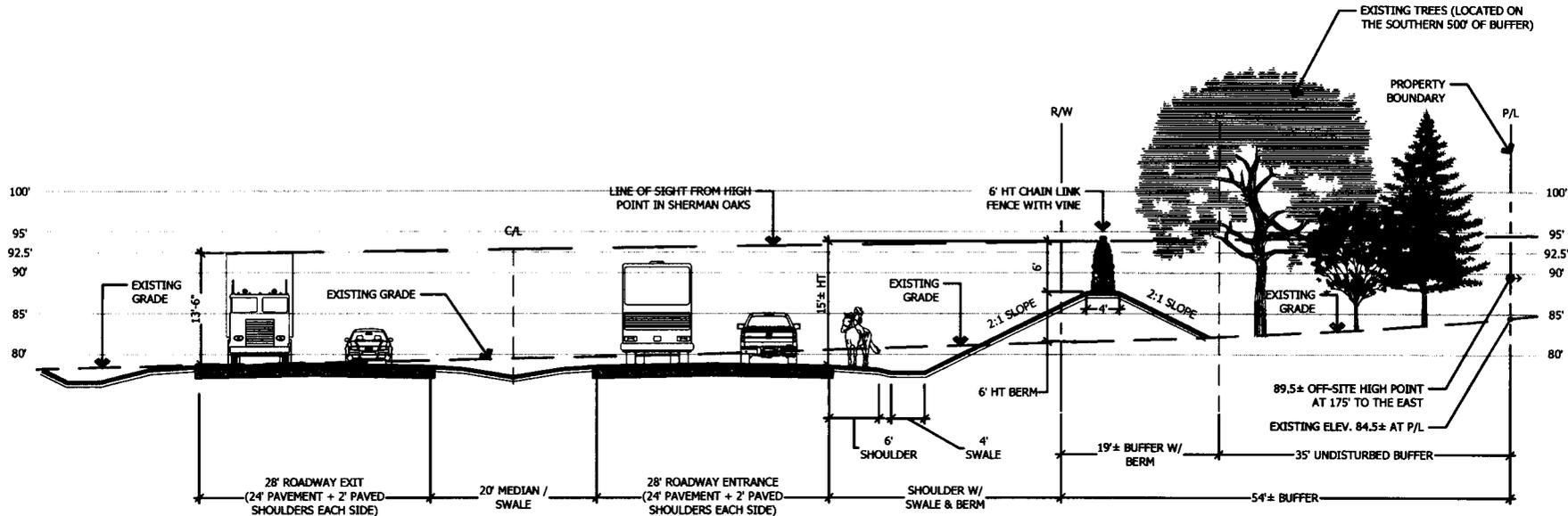
CROSS-SECTION OF BUFFER SCREENING FROM PROJECTED HEIGHT

PLAN & SECTION  
SCALE: 1" = 40'

**Tillman & Associates**  
ENGINEERING, LLC.  
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL  
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S9



*Tillman & Associates*  
ENGINEERING, LLC.

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Office: (352) 387-4540 Fax: (352) 387-4545  
CERTIFICATE OF AUTHORIZATION #26756



This Instrument Prepared by and Return To:  
 W. James Gooding III  
 Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.  
 1531 SE 36th Avenue  
 Ocala, FL 34471

Rec. \$368.-

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA (the "First Amendment"), is executed as of January 19, 2021, (the "Effective Date") by and between (each a "Party" and collectively, the "Parties"):

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- The following (individually and collectively, "Owner"): Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, Equestrian Operations, L.L.C., an Ohio limited liability company, Roberts Development Corporation, an Ohio corporation, and R.L.R. Investments, L.L.C., an Ohio limited liability company.

**WHEREAS:**

- A. Effective June 6, 2018, Former Owner<sup>1</sup> and County entered into a "Development Agreement Concerning Concurrency, Impact Fee Credits and Other Matters, for Golden Ocala" (the "Original Agreement") as recorded in OR Book 6791, Page 105, concerning the 2017 Property located in Marion County, Florida, and the 2017 Golden Ocala Approvals.
- B. Pursuant to the Original Agreement, without limitation:
  - 1). Former Owner agreed to certain Proportionate Share Mitigation, including the construction of the Intersection Improvements (which included the Initial Intersection Improvements).
  - 2). Former Owner agreed to convey ROW to County.
  - 3). County agreed to provide Former Owner with Impact Fee Credits.
  - 4). Former Owners acquired the Total Reserved Trips.
- C. By virtue of various conveyances, the entities now designated as Owner above now holds fee simple title to all of the Property and thus have all rights and obligations of Former Owner under the Original Agreement.
- D. The Original Agreement was entered into to provide for transportation concurrency in connection with the 2017 Golden Ocala Approvals.

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<sup>1</sup> Terms capitalized in these Whereas clauses have the meanings set forth in First Amendment Paragraph 1 below.

- E. Owner has now acquired the 2020 Property.
- F. Owner has subsequently submitted applications for the 2020 Golden Ocala Approvals seeking to revise entitlements that were included in the 2017 Golden Ocala Approvals for portions of the 2017 Property, and to add the 2020 Property to the Project.
- G. Simultaneously herewith, the Board of County Commissioners is approving the 2020 Golden Ocala Approvals.
- H. Owner and County have now determined that it is in the best interest of County, Owner and the public if County were to construct the Initial Intersection Improvements, and certain additional Improvements, all being the County Transportation Work.
- I. Owner and County have agreed upon the descriptions of the First Amendment ROW necessary for County to construct the County Transportation Work as well as the calculation of Impact Fee Credits and Proportionate Share Credits that Owner will obtain upon the conveyance of the First Amendment ROW.
- J. Owner and County have reached agreement concerning other matters as set forth in this First Amendment.
- K. The foregoing recitals necessitate the amendment of the Original Agreement pursuant to this First Amendment.

**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. **Amended Definitions.** In addition to any other terms which may be specifically defined elsewhere in this First Amendment, the following terms have the following meanings:<sup>2</sup>

- 1.1. *2017 Equivalency Matrix* – The Land Use Exchange Matrix adopted as part of the 2017 Golden Ocala Approvals, a copy of which was attached to the Original Agreement as Exhibit 1.21. The 2017 Equivalency Matrix was defined as the “Equivalency Matrix” in the Original Agreement.
- 1.2. *2017 Golden Ocala Approvals* – Marion County Ordinance No. 17-28 pursuant to which County amended its Comprehensive Plan to permit the development of the Project, and Marion County Ordinance No. 17-29 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. The 2017 Golden Ocala Approvals were defined as the “Golden Ocala Approvals” in the Original Agreement.

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<sup>2</sup> Some of the following terms are new, while others were defined in the Original Agreement; as to the latter, some definitions are being revised and others are not. So that there will be one document that contains all definitions, however, even the unchanged definitions from the Original Agreement are included herein.

- 1.3. *2017 Newly Reserved Trips* – Trips included in the 2017 Reserved Capacity other than the 2017 Previously Reserved Trips. The 2017 Newly Reserved Trips were defined as the “Newly Reserved Trips” in the Original Agreement.
- 1.4. *2017 Previously Reserved Trips* – The following being the Trips that have been reserved prior to the Original Agreement; the 2017 Previously Reserved Trips were defined as the “Previously Reserved Trips” in the Original Agreement:
  - 1.4.1. *1994 Vested Trips* – The Trips generated by developing 798 residential units pursuant to the Marion County Staff Vesting Committee Vesting Order No. 94-9 (the “1994 Vesting Order”), a copy being attached to the Original Agreement as Exhibit 1.1.
  - 1.4.2. *2006 Reserved Trips* – The Trips generated by developing 325,000 square feet of commercial development and a 135-room hotel, as set forth in the Certificate of Concurrency (“2006 Certificate”) issued by the Marion County Planning Department dated April 21, 2006, a copy being attached to the Original Agreement as Exhibit 1.2, pursuant to which Owner made a payment (the “2006 Concurrency Reservation Payment”) in the amount of \$857,935.00 for the 2006 Reserved Trips (the “2006 Reserved Trips”).
- 1.5. *2017 Property* – The portion of the Property owned by Former Owner as of the date of the Original Agreement and as described in the Original Agreement. The 2017 Property is referred to as the 2017 Property on the attached Exhibit A. The 2017 Property was defined as the “Property” in the Original Agreement.
- 1.6. *2017 Reservation of Capacity or 2017 Reserved Capacity* – The reservation of Trips to Owner as set forth in Original Paragraph 7.1. The 2017 Reservation of Capacity or Reserved Capacity were defined as the “Reservation of Capacity” or “Reserved Capacity” in the Original Agreement.
- 1.7. *2017 Total Reserved Trips* – The number of Trips reserved by Owner as set forth in Original Paragraph 7.1.3. The 2017 Total Reserved Trips were defined as the “Total Reserved Trips” in the Original Agreement.
- 1.8. *2017 Traffic Study* – The Traffic Study prepared by Kimley-Horn regarding the Property (identified in the analysis as the “Golden Ocala PUD”) dated August 2017, as supplemented by a response to comments letters from County dated October 4, 2017, assessing the impact on Transportation Facilities of the development of the Property. As set forth in the Original Agreement, the 2017 Traffic Study was developed pursuant to a methodology approved by County and the 2017 Traffic Study was reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Amended Development Agreement. The 2017 Traffic Study was defined as the “Traffic Study” in the Original Agreement.
- 1.9. *2020 Golden Ocala Applications* – The applications filed by Owner to increase the size of the Property by adding the New Property, amend the Comprehensive Plan to a portion of the 2017 Property and to the New Property, assign the New Property a PUD zoning classification, and amend the PUD zoning classification assigned to portions of the 2017 Property, that are the

subject of the following application numbers assigned by the Marion County Growth Services Department: Amendment No. 2020-D01; Amendment No. 2020-L02<sup>3</sup>; and Item No. 200201Z.

- 1.10. *2020 Golden Ocala Approvals* – The Golden Ocala Applications as approved or adopted by the Board of County Commissioners of County.
- 1.11. *2020 Property* – The real properties owned by Owner located in Marion County, Florida, and described as the “2020 Property” on the attached **Exhibit A**.
- 1.12. *Amended Development Agreement* – The Original Agreement as amended by this First Amendment.
- 1.13. *Commencement of Development* – Initiation of any of the following actions with respect to any Parcel shall, as to that Parcel, constitute the “Commencement of Development” for such Parcel: (1) issuance of a building permit or site plan approval for the construction of any non-residential buildings by Owner or any successors-in-title to Owner for the construction of improvements of any nature on any Property within such Parcels (specifically not including issuance of building permits for construction by Owner or any governmental entity of improvements related to water or sewer utilities improvements or Transportation Facilities); or (2) issuance of a building permit for the construction of any residential units by Owner or any successors-in-title to Owner. Approval of conceptual plans, final plans, construction plans or plats for the construction of improvements on any Parcel shall not constitute a “Commencement of Development.”
- 1.14. *Community Planning Act* – Section 163.3161, *et seq.*, Florida Statutes (2020).
- 1.15. *Concert Uses* – Use of the WEC for concerts that: (a) require attendees to purchase a ticket (or otherwise pay) to attend, or where the musical act or performance is the primary attraction; and (b) where the music or performance is performed by professionals. Such definition shall not include use of the WEC for small musical performances that are conducted as part of an equestrian or other use permitted by the Golden Ocala Approvals (e.g., singing the national anthem, entertainment during intermissions in competitive activities or following competitive activities, wedding entertainment, etc.), the admission to which is limited to guests or participants in such equestrian or other use, and as to which other members of the public are not invited to attend.
- 1.16. *Construct* (regardless of whether the terms is capitalized) –
  - 1.16.1. When used in the context of Entrance Improvements, and other Improvements (other than the County Transportation Work): (a) the design, permitting and construction of the Improvements; and (b) procurement of all necessary approvals or permits from all applicable Governmental Authorities.
  - 1.16.2. When used in the context of County Transportation Work: (a) the design, permitting and construction of the County Transportation Work; (b) dedication or conveyance to County of all First Amendment ROW for roads and utilities infrastructure as necessary for the construction of the County Transportation Work; and (c) procurement of all

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<sup>3</sup> This application was originally filed by the Marion County School Board but Owner has acquired title to the real property that is the subject thereof and thus Owner will proceed with this application.

necessary approvals or permits from all applicable Governmental Authorities as necessary for the construction of the County Transportation Work.

- 1.17. *Conveyance Agreement* – The agreement referred to in Revised Paragraph 8.3.1.
- 1.18. *Conveyed ROW* – ROW owned or hereafter acquired by Owner and conveyed to County or FDOT in connection with any Improvements or pursuant to this Amended Development Agreement.
- 1.19. *County* – Marion County, Florida, a political subdivision of the State of Florida.
- 1.20. *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.
- 1.21. *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.
- 1.22. *County Commission* – The Board of County Commissioners of Marion County, Florida.
- 1.23. *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.
- 1.24. *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.
- 1.25. *County Transportation Work* – The Improvements being constructed by County pursuant to this First Amendment as set forth in greater detail in Revised Paragraph 6.4 and the attached **Exhibit B**. The County Transportation Work shall be constructed in two phases:
  - 1.25.1. *US 27 County Transportation Work* – The portion of the County Transportation Work located near the intersection of US 27 and NW 80th Avenue as labeled “US 27 County Transportation Work” on the sketch attached hereto as **Exhibit C**.
  - 1.25.2. *SR 40 County Transportation Work* – The portion of the County Transportation Work located near the intersection of SR 40 and NW 80th Avenue and labeled as the “SR 40 County Transportation Work” on the sketch attached hereto as **Exhibit D**.
- 1.26. *County Water/Wastewater Agreement* – The Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the “Original County Water/Wastewater Agreement”) recorded in OR Book 2442, Page 955<sup>4</sup>, as amended by an unrecorded First Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the “First Amendment”) dated May 18, 1998 and as further amended by a Second Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the “Second Amendment”) recorded in OR Book 2638, Page 638, and re-recorded in OR Book 2645, Page 1379, and as further amended by a Third Amendment

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<sup>4</sup> All recording references refer to the Public Records of Marion County, Florida.

to Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the “Third Amendment”), recorded in OR Book 3609, Page 951.

- 1.27. *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 2017 Traffic Study, or the New Traffic Study, as of buildout of the Project, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.
- 1.28. *Entrance Improvements* – The Improvements to be undertaken by Owner pursuant to Revised Paragraph 6.2.1. (This phrase does not include signs or other non-transportation entry features, which are the subject of other development applications or approvals by County.)
- 1.29. *ERCs* – Equivalent Residential Connections, as defined in the County Water/Wastewater Agreement.
- 1.30. *FDOT* – Florida Department of Transportation or its successor.
- 1.31. *First Amendment ROW* – The right-of-way owned by Owner and required for the County Transportation Work, including all land required for Stormwater Management Facilities for the 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 County Transportation Work. The First Amendment ROW will be conveyed to County pursuant to the Conveyance Agreement.
- 1.32. *Former Owner* – One or more of the persons listed on Exhibit 1.39 to the Original Agreement, being the legal and equitable owners of each Parcel under the Original Agreement. The entities designated as Owner under this First Amendment were some of the entities designated as “Owner” under the Original Agreement. The Former Owner was defined as the “Owner” in the Original Agreement.
- 1.33. *Golden Ocala Approvals* – The 2017 Golden Ocala Approvals and the 2020 Golden Ocala Approvals.
- 1.34. *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 the development or usage of the Property or any Parcel thereof, all Improvements which are the subject of this Amended Development Agreement, including the County Transportation Work.
- 1.35. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under this Amended Development Agreement.
- 1.36. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Amended Development Agreement primarily 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.
- 1.37. *Improvements* – All activities required to be undertaken to complete the design, permitting and construction, of improvements to Deficient Facilities or other improvements to be constructed

under this Amended Development Agreement. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure. The Improvements include the County Transportation Work.

- 1.38. *Initial Intersection Improvements* – The Initial Improvements to be undertaken by Owner pursuant to Original Paragraphs 6.2.1a and 6.2.3, and described on Exhibit 1.25 to the Original Agreement.
- 1.39. *Intersection Improvements* – The Improvements identified as “Off-Site Intersection Improvements,” on Exhibit 1.25 to the Original Agreement.
- 1.40. *New 2020 Parcels* – The portion of the 2020 Property not included in the 2017 Property, i.e., the real property being added to the Project pursuant to the 2020 Golden Ocala Approvals. A sketch depicting the New 2020 Parcels are attached hereto as Exhibit E.
- 1.41. *New Traffic Study* – The traffic study to be prepared by Owner pursuant to Revised Paragraph 4.2.2.
- 1.42. *Paragraph* – One or more of the following:
  - 1.42.1. *Original Paragraph* – A paragraph of the Original Agreement. For example, “Original Paragraph 2” refers to Paragraph 2 of the Original Agreement.
  - 1.42.2. *Revised Paragraph* – An Original Paragraph as revised by the First Amendment. For example, Original Paragraph 3.1, as revised by First Amendment Paragraph 2, is referred to as “Revised Paragraph 3.1.”
  - 1.42.3. *First Amendment Paragraph* – A paragraph of this First Amendment other than a Revised Paragraph. For example, First Amendment Paragraph 2 refers to the paragraph in the First Amendment that revises Original Paragraph 3.1 to read as set forth in Revised Paragraph 3.1.
- 1.43. *Parcel or Parcels* – A portion of the Property for which Owner or a Subsequent Owner seeks to undertake activities that constitute the Commencement of Development under this Amended Development Agreement.
- 1.44. *Party or Parties* – As applicable, either Owner or County.
- 1.45. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Amended Development Agreement and the Golden Ocala Approvals. The term “Project” shall include all design, permitting and construction of infrastructure Improvements described in this Amended Development Agreement; 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 Owner and County pursuant to the terms of this Amended Development Agreement or any amendment or supplement thereto.
- 1.46. *Project Engineer* – The engineering firm or firms retained by Owner or County to design, permit, or perform other obligations of Owner hereunder concerning Improvements to be performed by

Owner hereunder. As of the Effective Date, Owner's Project Engineer is Tillman and Associates Engineering, LLC, a Florida limited liability company, and County's Project Engineer is Guerra Development Corp., a Florida corporation. Any party may hereafter change its Project Engineer by providing written notice of the identity of the new Project Engineer to the other party, together with sufficient information to direct Communications to such new Project Engineer under First Amendment Paragraph 12.1.

- 1.47. *Property* – The 2017 Property and the 2020 Property, together with any additional real property hereafter added to the Project pursuant to future amendments to the Golden Ocala Approvals (which amendments may necessitate amending this Amended Development Agreement).
- 1.48. *Proportionate Share Cash Payment* – The payment to be made by Owner under Original Paragraph 5.1.5.c, being the balance of the Proportionate Share Mitigation owed following Owner's construction of the Intersection Improvements referred to in Original Paragraph 5.5.1.a, and the conveyance of ROW referred to in Original Paragraph 5.1.5.b.
- 1.49. *Proportionate Share Credits* – The credits to be provided against the Proportionate Share Mitigation as set forth in Original Paragraph 5.1.5 and in this First Amendment.
- 1.50. *Proportionate Share Mitigation* – The payments to be made, or other activities to be performed, by Owner pursuant to Revised Paragraph 5.1.5.
- 1.51. *ROW* – The right of way required for the Improvements which are the subject of this Amended Development Agreement (including the First Amendment ROW), including all land required for Stormwater Management Facilities for the 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 Improvements.
- 1.52. *SR 40* – State Road 40.
- 1.53. *SR 40 Driveway* – One or more driveways to be constructed by Owner between the SR 40 Entrance, and the WEC and WEC Hotel.
- 1.54. *SR 40 Driveway Improvements* – The Improvements to be undertaken by Owner pursuant to Revised Paragraph 6.2.5 concerning the construction of the SR 40 Driveway.
- 1.55. *SR 40 Entrance* – One or more entrances to be constructed by Owner that will provide an entrance to the Property from SR 40 and thereby permit access to connect SR 40 to the WEC and the WEC Hotel.
- 1.56. *SR 40 Entrance Improvements* – The Improvements to be undertaken by Owner pursuant to Revised Paragraph 6.2.4 concerning the construction of the SR 40 Entrance.
- 1.57. *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 Transportation Facilities to be constructed pursuant to this Amended Development Agreement including the County Transportation Work. The Stormwater Management Facilities shall comply

with the design, construction, and operational requirements of the Water Management District and (as applicable) County.

- 1.58. *Subsequent Owners* – A successor in title to Owner of the Property or any Parcel thereof.
- 1.59. *Transportation Facilities* – All public roads, streets or highways (collectively the “Roadway Segments”), and intersections (“Intersections”) that were studied pursuant to the 2017 Traffic Study, along with those that will be studied pursuant to the New Traffic Study.
- 1.60. *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.
- 1.61. *Updated WEC Traffic Analysis* – The traffic analysis to be prepared by Owner pursuant to Revised Paragraph 4.2.1.
- 1.62. *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 County Transportation Work.
- 1.63. *WEC* – The Equestrian Facility permitted on the Property pursuant to the 2017 Golden Ocala Approvals and the 2020 Golden Ocala Approvals.
- 1.64. *WEC Hotel* – The hotel being constructed by Owner as part of the WEC being located immediately to the west of the large outdoor arena for the WEC. The WEC Hotel is significant only insofar as it determines the terminus of the SR40 Driveway Improvements as set forth in Revised Paragraph 6.2.5.a. The WEC Hotel was defined as the “Hotel” in the Original Agreement.

2. **Development Uses Permitted.** By virtue of the 2020 Golden Ocala Approvals, Original Paragraph 3.1 is amended to read as follows:

3. **Development Uses Permitted.**

3.1 The development uses permitted on the Property pursuant to the Golden Ocala Approvals are as follows:

RESIDENTIAL HOUSING	
Low Residential	400
Medium Residential (including original Golden Ocala PUD)	1103
Equestrian Estate	300
High Residential	408
Condominium	170
Rural	16
Total Housing Units	2,397
NON-RESIDENTIAL	
Commercial	4,000,000 square feet
Equestrian Facility	13,500 seats
Hotel	1,350 rooms
Recreational Vehicle	280 units/parking spaces

3. **Updated WEC Traffic Analysis and New Traffic Study.** Original Paragraph 4.2.1 is amended to read as follows.

4.2.1. Updated Traffic Analyses.

4.2.1.1 At the time of the 2017 Traffic Study, the actual traffic to be generated by the WEC was, although based on reasonable estimates, not based upon empirical data.

4.2.1.2 Owner shall submit an updated traffic analysis (the “Updated WEC Traffic Analysis”) within six (6) months after written notice from County that County has determined, in its reasonable discretion, that such an Updated WEC Traffic Analysis is warranted. County may issue any such notice any time between July 1, 2021 and July 1, 2024. If County does not issue such notice six (6) months prior to July 1, 2024, Owner shall not be required to submit an Updated WEC Traffic Analysis. The methodology of the Updated WEC Traffic Analysis shall be determined by the Owner and County in their reasonable discretion consistent with the following:

- a. The sole purpose of the Updated WEC Traffic Analysis shall be to determine the volume and direction of traffic being generated by events at the WEC; and
- b. May consist of no more than two analyses: one based upon what Owner reasonably believes to be an event at the WEC that will have “average” attendance, and another based upon what the Owner reasonably believes to be an event at the WEC that will have “heavy” attendance.

4.2.1.3 Further, Owner may submit other updates to the 2017 Traffic Study at any time that Owner elects to do so and particularly in connection with the uses, or proposed changes in uses, of the WEC as set forth in Original Paragraph 10 or to revise the 2017 Equivalency Matrix. Each such Updated Traffic Analysis shall be provided by Owner at its sole expense, and shall be developed pursuant to a methodology approved by County and Owner in their reasonable discretion.

4.2.2. New Traffic Study.

4.2.2.1 Owner shall submit a new “all-inclusive” traffic study (a “New Traffic Study”) to support the 2020 Golden Ocala Approvals upon the earlier of:

- a. The date that Owner has obtained building permits for buildings, that when completed, are reasonably anticipated to generate trips resulting in Owner’s remaining 2017 Total Reserved Trips dropping below 332.5 Trips (i.e., Owner has obtained building permits for buildings that generate 90% of the 2017 Total Reserved Trips of 3,325 Trips; or
- b. If requested by the County Engineer, at the time Owner applies for any of the following as to the development of the New 2020 Parcels north

of US 27: Master Plan, Preliminary Plat, Improvement Plan, Final Plat, Major Site Plan, Minor Site Plan, or building permit.

- 4.2.2.2 The New Traffic Study may be based upon a phased development of the Project if approved by the County Engineer; however, all studies shall consider the impacts of the entire Project's full build-out to ensure all studies identify needed improvements and that the development of initial Project phases are not in conflict with, and allow for full build-out conditions.
- 4.2.2.3 Based on the New Traffic Study, a determination shall be made whether additional new Transportation Facilities or upgrades to existing Transportation Facilities are necessary to mitigate the impact on Transportation Facilities caused by the Project as to any Deficient Facilities, and any additional proportionate share mitigation to be made by Owner in connection therewith.
- 4.2.2.4 Thereafter, County and Owner shall negotiate in good faith concerning a further amendment to this Amended Development Agreement, or a separate development agreement providing for transportation concurrency for development approved pursuant to the 2020 Golden Ocala Approvals.
- 4.2.2.5 Until such additional amendment or agreement are entered into, Owner shall be entitled to utilize only the remaining Total Reserved Trips under the Original Agreement or such additional trips as the New Traffic Study indicates are available on applicable transportation facilities without the need for additional mitigation by Owner.
- 4.2.2.6 This Development Agreement constitutes a development agreement pursuant to Section 1.8.6.D.(a)3. of the County Code to provide the method to provide Owner's additional proportionate share mitigation and other means to mitigate any Deficient Facilities.

4. **Proportionate Share Mitigation.** Original Paragraph 5.1.5 is amended to read as follows:

- 5.1.5. Owner shall pay, or perform other obligations set forth below, to provide Proportionate Share Mitigation to County:
  - a. Owner shall convey the ROW pursuant to Revised Paragraph 8, for which Owner shall receive a Proportionate Share Credit, which Proportionate Share Credit shall be calculated: (a) as to the First Amendment ROW, as set forth in the Conveyance Agreement; and (b) as to all other ROW, using the same formula for Impact Fee Credits as set forth in Original Paragraph 11.2.2.b.
  - b. Owner shall pay the balance of the Proportionate Share Mitigation owed, after the Proportionate Share Credits calculated under Revised Paragraph 5.1.5.a, on or before January 1, 2023.
  - c. Following the calculation of the credits under Revised Paragraphs 5.1.5.a, County and Owner shall execute a separate instrument (which may be in the form of an amendment to this Amended Development Agreement, or a separate

instrument executed by the County Administrator and an authorized representative of Owner) acknowledging the amount of the remaining payment due from Owner pursuant to this Revised Paragraph 5.1.5.

5. **Responsibility of Owner and County for Improvements.** Original Paragraph 6 is amended to read as follows:

6. **Responsibilities of Owner and County for Improvements.**

6.1. Generally. Owner shall construct Improvements set forth in Revised Paragraph 6.2 and 6.3, and County shall construct the County Transportation Work pursuant to Revised Paragraph 6.4.

6.2. Initial Owner Improvements.

6.2.1. Owner is not required to construct the Initial Intersection Improvements as all of such Improvements are included in the County Transportation Work to be performed by County.

6.2.2. Owner shall construct the Entrance Improvements required by this Revised Paragraph 6.2.2 consistent with the following schedule:<sup>5</sup>

a. Owner shall complete construction of the Entrance Improvement to the WEC on NW 80th Avenue and described in Revised Paragraphs 6.2.3.a, and 6.2.3.b prior to the WEC Commencement Date.

b. Owner shall complete the construction of the SR 40 Entrance Improvements (referred to in Revised Paragraph 6.2.3.c) no later than six (6) months after the WEC Commencement Date. Notwithstanding the foregoing, if the SR 40 Entrance Improvements are not completed by the WEC Commencement Date, the following provisions shall apply until the SR 40 Entrance Improvements are completed:

1). Notwithstanding that Original Paragraph 10.1 may permit Owner to utilize the WEC for Concert Uses pursuant to special event permits from County (as set forth therein), Owner shall not do so.

2). Owner shall, in connection with each WEC event, provide traffic control officers at the WEC entrances on NW 80th Avenue and, if requested by County following prior events at the WEC because of

<sup>5</sup> Owner has commenced or completed construction of one or more of the Entrance Improvements referred to in this Revised Paragraph 6.2.1 as of the Effective Date of this First Amendment but no Entrance Improvements have been approved by County. Therefore, this Revised Paragraph 6.2.1 is appropriate.

congestion at one or more of the following intersections, at the intersection of SR 40 and NW 80th Avenue and/or the intersection of US 27 and NW 80th Avenue.

- 3). The deadline in this Revised Paragraph 6.2.2 shall be extended based upon *force majeure* or other grounds recognized as sufficient to excuse timely performance under Florida law.

6.2.3. Owner shall construct the Entrance Improvements set forth in Exhibit 1.15 attached to the Original Agreement at the following locations, being the locations of the Entrance Improvements that are necessary for the use of the WEC and related facilities:

- a. NW 80th Avenue at NW 21st Street.
- b. NW 80th Avenue at the entrance to the WEC parking lot.
- c. SR 40 Entrance Improvements (pursuant to Revised Paragraph 6.2.4).

6.2.4. The construction of the SR 40 Entrance Improvements shall:

- a. Consist of all turn lanes and curb cuts required by any Governmental Authority in connection with the construction of same.
- b. Be located approximately as depicted on Exhibit 6.2.4.b attached to the Original Agreement.

6.2.5. Owner shall construct the SR 40 Driveway Improvements which shall comply with the following requirements:

- a. The SR 40 Driveway Improvements shall consist of one or more driveways, generally located as set forth in Exhibit 6.2.4.b to the Original Agreement, each of which shall commence at an SR 40 Entrance and shall continue through the Property to provide access between SR 40, on the one hand, and the WEC and the WEC Hotel on the other hand.
- b. The portion of the SR 40 Driveways Improvements (the general location of which portion is set forth in the Exhibit 6.2.5.b to the Original Agreement) that commences at an SR 40 Entrance and continues through the portion of the Property upon which the WEC will be located, until such SR 40 Driveway connects to other driveways that will further connect the SR 40 Driveway to the proposed guest parking lot for the WEC, shall comply with the following:

- 1). There shall be two access points with SR 40: (a) the first access point being the western driveway having two lanes, one lane for northbound traffic and one lane for southbound traffic; and (b) the second access point being the eastern driveway having three lanes, one lane for ingress and two lanes for egress. Furthermore, the two access points and their driveway segments shall intersect as depicted on Exhibit 6.2.5.b.3. to the Original Agreement.
- 2). From this intersection the driveway becomes four lanes, with two lanes for northbound traffic and the other two lanes for southbound traffic. The four lanes continue from the point of intersection, northerly through the portion of the Property upon which the WEC will be located.
- c. The portion of the SR 40 Driveway Improvements that are immediately to the west of Lots 8, 9, 10 and 11 of the subdivision of the Hamlet at Sherman Oaks, according to the Plat thereof recorded in Plat Book 5, Page 189, Public Records of Marion County, Florida, shall be constructed, and thereafter maintained, consistent with the sketch attached to the Original Agreement as Exhibit 6.2.5.c. The matters set forth on such sketch may be modified, without amending this Amended Development Agreement, by obtaining County Commission approval after public notice to the owners of the foregoing Lots (sent to their addresses shown on the current records of the Marion County Appraiser).

6.3. Subsequent Entrance and Intersection Improvements.

- 6.3.1. Owner shall construct all other Entrance Improvements as and when set forth concerning them in Exhibit 1.15 attached to the Original Agreement, and additional Entrance Improvements as and when required by subsequent approvals or permits issued by County. In connection with the foregoing, Owner and County acknowledge that the list of Entrance Improvements on Exhibit 1.15 attached to the Original Agreement may not be the final Entrance Improvements required for the Project and nothing set forth herein shall preclude Owner from constructing additional Entrance Improvements as subsequently approved by County.
- 6.3.2. If Owner determines that Intersection Improvements other than the County Transportation Work, are appropriate for operational or safety reasons, Owner may elect to construct such Intersection Improvements. If Owner does so:
  - a. Owner shall provide notice to County prior to the date Owner commences construction of such intersection improvements. If County determines that Owner's construction of such

intersection improvements will not interfere with County's proposed construction thereof, County shall provide notice to Owner authorizing Owner to commence to construct such Intersection Improvements;

- b. Owner shall be eligible for a credit against the Proportionate Share Mitigation calculated pursuant to Revised Paragraph 5.1.5.a, and shall not be required to make a payment for such Intersection Improvement pursuant to Revised Paragraph 5.1.5.b.

6.4. County Transportation Work. County shall be responsible for construction of the County Transportation Work as described on, and in accordance with, the attached **Exhibit B**. The County Transportation Work shall be constructed pursuant to the schedule and other provisions of the Conveyance Agreement.

6.5. Prior Expenditures by Owner. Prior to the decision of the parties for County to construct the County Transportation Work, in lieu of Owner construction the Initial Intersection Improvements, Owner incurred \$118,930.00 in engineering costs designing the Initial Intersection Improvements. Owner shall be entitled to Impact Fee Credits and Proportionate Share Credits for such amount pursuant to the Original Agreement and this First Amendment. Simultaneously herewith County shall issue to Owner any documents required under the County System of tracking Impact Fee Credits to document the Impact Fee Credits provided under this Revised Paragraph 6.5.

6. **Conveyed ROW.** Original Paragraph 8 is amended to read as follows:

**8. Conveyed ROW.**

8.1. ROW for Entrance Improvements and Intersection Improvements. Subject to the other provisions of this Revised Paragraph 8, as and when ROW owned by Owner is necessary to construct any Entrance Improvements or Intersection Improvements, Owner shall convey such ROW (the "Conveyed ROW") free and clear of all liens and restrictions that would preclude its use as ROW.

8.2. 80th Avenue Project.

8.2.1. County and Owner agreed that it will be necessary for portions of NW 80th Avenue to be four-laned ("the 80th Avenue Project"), which 80th Avenue Project includes portions of NW 80th Avenue contiguous to the Property.

8.2.2. Owner's proportionate share obligation under the 2017 Golden Ocala Approvals for the 80th Avenue Project is included in the Proportionate Share Mitigation under the Original Agreement.

8.2.3. County shall coordinate the design of the 80th Avenue Project with the Owner, as a stakeholder, and shall, in good faith, give reasonable and

appropriate consideration of any comments or concerns made by the Owner. Without limiting the foregoing, County shall, prior to this submission of any of the following plans or specifications to the appropriate Governmental Authority for permitting, deliver to a representative of Owner (designated by Owner pursuant to the notice provisions of First Amendment Paragraph 12.1) copies of the 30% completion, 60% completion, 90% completion and final completion plans.

8.2.4. As and when County has provided written notice to Owner that County has completed the design for the 80th Avenue Project, and obtained all required federal, state and local permits for the construction of the 80th Avenue Project, Owner shall convey to County ROW that Owner owns for the minimum necessary right-of-way to meet the County standards as specified in the Land Development Regulations, subject to the following.

- a. County has provided written notice to Owner that County has completed the design of the portion of the 80th Avenue Project referred to in this First Amendment as the County Transportation Work in a manner sufficient to determine the ROW necessary for County to perform the County Transportation Work. County and Owner have agreed that the First Amendment ROW is the ROW necessary for County to perform the County Transportation Work. Therefore, Owner shall convey to County the First Amendment ROW pursuant to the Conveyance Agreement as further set forth in Revised Paragraph 8.3. The remaining provisions of this Revised Paragraph 8.2.4 apply to ROW other than the First Amendment ROW.
- b. Owner shall convey ROW up to 40 feet in width from that portion of the Property commencing at the County Fire Station and continuing until the southern boundary of Marion County Tax Parcel 21617-001-00.
- c. Owner shall not be required to convey any ROW on any Parcel on the West Side of NW 80th Avenue between a point that commences at the southern boundary of Marion County Tax Parcel 21617-001-00 and ends at the initial location referred to in Revised Paragraph 8.2.4.d.
- d. Owner shall convey ROW of 60 feet in width from any property owned by Owner contiguous to the western boundary of NW 80th Avenue between the southern boundary of Marion County Tax Parcel 12674-001-02 and the southern boundary of Marion County Tax Parcel 21087-001-01. In recognition of the impact that such conveyance will have on Owner's planned stormwater drainage facilities within the same drainage basin(s) as the WEC, County agreed, in the Original Agreement, to a reduction of the stormwater recovery criteria for such facilities so as to

reduce the area of such drainage facilities, subject to the requirement that any reduction will not result in flooding of the adjacent roadway or of other properties not within the Property; such facilities have been constructed accordingly.

- e. Owner shall convey ROW from any property owned by Owner contiguous to the western boundary of NW 80th Avenue between the southern boundary of Marion County Tax Parcel 21087-001-00 and SR 40 as hereafter agreed to between Owner and County.
- f. Except as expressly set forth in the Conveyance Agreement, Owner shall not be required to convey any real property owned by Owner on the West side of NW 80th Avenue to County for drainage retention areas or swales.
- g. Notwithstanding anything set forth above, Owner shall not be required to convey any ROW if such conveyance would: (a) interfere with, or necessitate the removal of, any improvements constructed by Owner through the Effective Date of this First Amendment; or (b) interfere with the operation of any water retention areas constructed by Owner through the Effective Date of this First Amendment, unless, as part of the 80th Avenue Project, County will be reconstructing such water retention areas, or replacing the retention capacity, of such water retention areas such that Owner retains the ability to treat and retain stormwater in the same quantities and quality as before County's activities. This Paragraph 8.2.4.a shall not apply to the First Amendment ROW.

8.2.5. Owner shall be entitled to Impact Fee Credits for Conveyed ROW as set forth in Original Paragraph 11.2.2.b and, as to the First Amendment ROW, as set forth in the Conveyance Agreement.

8.3. As a result of the County's assumption of the responsibility to construct the County Transportation Work, and the parties agreement concerning the relocation of certain Stormwater Management Facilities to be constructed as part of the County Transportation Work, there is a need for Owner to immediately enter an agreement for conveyance of the First Amendment ROW to County for the County Transportation Work.

8.3.1. Because of the complexity concerning the foregoing matters, and the possibility that provisions thereof will need to be amended more expeditiously than an additional amendment to this Amended Development Agreement can be accomplished, the Parties have agreed that the conveyance of First Amendment ROW shall be effected pursuant to an Agreement Concerning Conveyance of Right of Way and Related Matters (the "Conveyance Agreement") being entered into between County and Owner contemporaneously herewith. The Conveyance Agreement shall implement the provisions of Revised Paragraph 8 concerning the County Transportation Work and First

Amendment ROW, and shall provide for, the schedule of the County Transportation Work, the Impact Fee Credits for such First Amendment ROW, and other matters as set forth in the Conveyance Agreement.

8.3.2. In the event of any inconsistency between the Conveyance Agreement, and this Revised Paragraph 8, the Conveyance Agreement shall prevail.

8.3.3. Owner and County may hereafter amend the Conveyance Agreement without the necessity of amending this Amended Development Agreement.

8.3.4. The parties understand and agree that additional ROW may be needed from Owner in connection with any further development approvals in connection with the Project, but the details of any such future ROW needed by County will be specified by a subsequent agreement.

7. **County Construction of Other Transportation Facilities, Including County Transportation Work.** Original Paragraph 9 is amended to read as follows:

9. **County Construction of Other Transportation Facilities, Including County Transportation Work.**

9.1. Owner’s sole obligation concerning Transportation Facilities (including Deficient Facilities) in connection with the Project as permitted by the 2017 Golden Ocala Approvals shall be to construct Entrance Improvements, and pay or perform Proportionate Share Mitigation, all as required hereunder (except with respect to Deficient Facilities) to be mitigated by Owner pursuant to the New Traffic Study and any future amendment to this Amended Development Agreement.

9.2. County shall be obligated, at its sole expense (except to the extent to which it may use Owner’s Proportionate Share Mitigation) to construct or improve additional Transportation Facilities (including, without limitation, the 80th Avenue Project and the County Transportation Work described in Revised Paragraphs 1.25 and 6.4, as necessary to meet applicable level of service standards.

8. **Impact Fee Credits.** Original Paragraph 11.14 is amended to add Revised Paragraph 11.4.13 to read as follows:

11.4.13. Owner shall not be entitled to Impact Fee Credits for the County Transportation Work except as set forth in the Conveyance Agreement and in Revised Paragraph 6.5.

9. **Adopted Pursuant to Florida Local Government Development Agreement Act.** This First Amendment has been adopted pursuant to the “Florida Local Government Development Agreement Act” (codified at Sections 163.3220 through 163.3243, Florida Statutes (2020)).

10. **Joinder by Parcel Titleholders.**

- 10.1. Pursuant to Original Paragraph 18, entities other than the Former Owner under the Original Agreement (the "Parcel Titleholders") were obligated to enter into joinders to the Original Agreement.
- 10.2. Following the Original Agreement, however, the Parcel Titleholders conveyed their interests to the entities designated as Owner hereunder.
- 10.3. Therefore, by executing this First Amendment, all of the entities that own the Property are now parties to the Amended Development Agreement and it is not necessary for any other entities to join herein.

11. **Fire Truck.**

- 11.1. For purposes of this First Amendment Paragraph 11, the following terms have the following meanings:
  - 11.1.1. *Fire Truck Payment* – The payment in the amount of \$1,300,000.00 to be made by Owner pursuant to First Amendment Paragraph 11.2
  - 11.1.2. *Fire Truck Reimbursement* – The amount to be paid to Owner by County as and when set forth in First Amendment Paragraph 11.3.
- 11.2. Owner shall pay to County the sum of \$1,300,000.00 (the "Fire Truck Payment") to totally or partially fund a new fire truck that will be capable of providing fire protection to the WEC Hotel (and other improvements that may be built by Owner on the Property and perhaps by others elsewhere in Marion County), and that will be assigned by the Marion County Fire Department to a County Fire Station located in such proximity to the WEC as to be able to provide adequate fire service to the WEC. The Fire Truck Payment shall be made within thirty (30) days of a request for payment from County which may not be made before both of the following have occurred: (a) the 2020 Golden Ocala Approvals become effective pursuant to applicable law, including Section 163.3184, Florida Statutes; and (b) Marion County needs the Fire Truck Payment to order the new fire truck or to pay for the new fire truck after delivery.
- 11.3. In recognition that the public, and other property owners, will benefit by the provision of the New Fire Truck being funded with the Fire Truck Payment, County agrees to pay to Owner the Fire Truck Reimbursement as follows:
  - 11.3.1. At such time as County determines the Fire Truck Reimbursement is payable pursuant to First Amendment Paragraph 11.2, County shall provide Owner written notice of its intent to either (a) pay the Fire Truck Reimbursement in full on July 1, 2022, or (b) issue a note payable from legally available revenues of County in annual installments commencing July 1, 2022 and each July 1 thereafter, in the annual amount of \$250,000.00 for payments one through five, and \$50,000.00 for the sixth and final payment. If County chooses to issue a note, such note shall be prepayable at any time without penalty and County shall pay any documentary excise taxes due.

11.3.2. The Fire Truck Reimbursement shall continue until the amount of the Fire Truck Payment has been paid to Owner.

11.4. Further, as additional consideration for Owner's payment of the Fire Truck Payment, County agrees that concerning real property owned by Owner with Marion County Tax Parcel ID Numbers 23204-017-00, 23204-018-00 and 23204-023-00 (which real property is not included in the Property subject to this Amended Development Agreement), County consents to Owner connecting such Property to water and wastewater lines owned and operated by the City of Ocala, a Florida municipal corporation ("City") and to City providing water and wastewater service to such Property perpetually thereafter.

**12. General Provisions.**

**12.1. Notices.**

12.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under the Amended Development 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 First Amendment Paragraph 12.1:

12.1.1.1. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471;

a. With a copy to: County Planning Director, 2710 E. Silver Springs Boulevard, Ocala, FL 34470;

b. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471.

12.1.1.2. If to Owner: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; email: none (do not use email for this address);

a. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.

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

12.1.2. Each such Communication shall be deemed delivered:

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

12.1.2.2. On the date of email transmission if by email (subject to First Amendment Paragraph 12.1.5); and

- 12.1.2.3. 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.
- 12.1.2.4. 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.
- 12.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with First Amendment Paragraph 12.1.2.
- 12.1.4. 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.
- 12.1.5. Concerning Communications sent by email:
  - 12.1.5.1. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 12.1.5.2. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 12.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
  - 12.1.5.4. 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
  - 12.1.5.5. 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.

12.2. Exhibits.

12.2.1. The Exhibits attached to this First Amendment are as follows:

12.2.1.1. **Exhibit A** – Property

- 12.2.1.2. **Exhibit B** – County Transportation Work
- 12.2.1.3. **Exhibit C** – US 27 County Transportation Work
- 12.2.1.4. **Exhibit D** – SR 40 County Transportation Work
- 12.2.1.5. **Exhibit E** – New 2020 Parcels

12.3. **Effective Date.** This First Amendment shall become effective upon the later of the following:

12.3.1. The recording of the fully executed Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes; or

12.3.2. The date that the 2020 Golden Ocala Approvals become effective under applicable law including, without limitation, Section 163.3184, Florida Statutes.

12.4. **Entire Understanding.** This First Amendment 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 First Amendment may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this First Amendment signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

13. **Effect on Original Agreement.** Except as expressly set forth herein, the Original Agreement is not amended or modified. All references herein or in the Original Agreement to “this First Amendment,” “the Agreement,” or similar terms shall be deemed to refer to the Amended Development Agreement.

**THEREFORE,** the Parties have executed this First Amendment as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

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

By: Jeff Gold  
Jeff Gold, Chairman

BCC Approved: 12/16/2020

ATTEST:

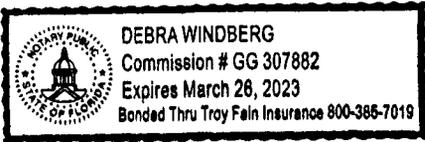
Gregory C. Hatrell  
Gregory C. Hatrell, Clerk

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

Matthew Guy Minter  
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 January 19, 2021, by Jeff Gold, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.



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

Commission Number: GG 307882  
Commission Expires: March 28, 2023

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: \_\_\_\_\_

Equestrian Operations, L.L.C., an Ohio limited liability company

Dee Beck  
Witness

By: R L Roberts  
Ralph L. Roberts Sr.  
as Chairman of the Board

Dee Beck  
Print Witness Name

[Signature]  
Witness

Dustin M. Owen  
Print Witness Name

STATE OF Florida  
COUNTY OF Manion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts Sr. as Chairman of the Board of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the company.

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

Commission Number: GG950121  
Commission Expires: Jan. 22, 2024

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: \_\_\_\_\_



Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

Dee Beck  
Witness

Dee Beck  
Print Witness Name

[Signature]  
Witness

Dustin M Owen  
Print Witness Name

By: R L Roberts  
Ralph L. Roberts SR.  
as Chairman of the Board

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts SR as Chairman of the Board of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the company.

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

Commission Number: GG950121  
Commission Expires: Jan. 22, 2024

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: \_\_\_\_\_



R.L.R. Investments, LLC, an Ohio limited liability company

Dee Beck  
Witness

Dee Beck  
Print Witness Name

[Signature]  
Witness

Rustin M. Olsen  
Print Witness Name

By: Ralph L. Roberts SR  
as Chairman of the Board

STATE OF Florida  
COUNTY OF Manion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts SR as Chairman of the Board of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.

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

Commission Number: GG 950121  
Commission Expires: Jan. 22, 2024

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: \_\_\_\_\_



Roberts Development Corporation, an Ohio corporation

Dee Beck  
Witness

By: R L Roberts  
Ralph L. Roberts SR.  
as Chairman of the Board

Dee Beck  
Print Witness Name

[Signature]  
Witness

DUSTIN M. OWEN  
Print Witness Name

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts SR as Chairman of the Board of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.

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

Commission Number: GG950121  
Commission Expires: Jan. 22, 2024

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**

**2017 PROPERTY**

**PARCEL 1**

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; AND SECTIONS 35 AND 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST; AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST; AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°12'24"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 2, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS. THENCE N.01°16'34"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 652.47 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°12'11"E., 3269.27 FEET; THENCE N.01°21'07"E., 10.00 FEET; THENCE S.89°12'11"E., 662.88 FEET; THENCE N.01°29'33"E., 660.95 FEET; N.89°11'10"W., 2646.61 FEET; THENCE N.01°09'51"E., 1323.61 FEET; THENCE N.01°13'58"E., 1262.57 FEET; THENCE N.48°19'18"W., 98.72 FEET; THENCE N.89°18'46"W., 720.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES); THENCE N.35°57'08"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1208.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.34°36'33"E., 194.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.39°10'57"E., 231.10 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°37'25"E., ALONG SAID SOUTH BOUNDARY, 2504.55 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.01°17'38"E., 1209.29 FEET; THENCE N.89°35'39"W., 1437.08 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD, SAID POINT BEING ON A 736.57 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.30°47'14"E. 138.66 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 10°48'06", A DISTANCE OF 138.86 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°33'33"E., 31.64 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.89°35'39"E., ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 35, 1268.90 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.23°11'28"E., 989.99 FEET; THENCE N.23°57'35"E., 638.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY 27 (WIDTH VARIES), SAID POINT BEING ON A 1532.60 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.73°13'40"E. 854.04 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'23", A DISTANCE OF 865.50 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°24'22"E., 119.00 FEET TO THE N.E. CORNER OF "GREY OAKS", AS RECORDED IN BOARD OF COUNTY COMMISSIONERS EASEMENTS BOOK 1, PAGES 1 AND 2, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "GREY OAKS" THE FOLLOWING NINE (9) COURSES: (1) S.00°43'17"W., 1256.80 FEET; (2) N.89°14'22"W., 189.91 FEET; (3) N.89°41'14"W., 661.80 FEET; (4) S.00°48'53"W., 740.73 FEET; (5) S.00°51'27"W., 1928.27 FEET; (6) S.89°27'05"E., 664.72 FEET; (7) S.88°31'01"E., 1321.97 FEET; (8) N.00°52'56"E., 1365.69 FEET; (9) N.00°40'49"E., 2582.83 FEET TO

THE N.W. CORNER OF TRACT 1 OF "GOLDEN OCALA UNIT NO. ONE", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "W", PAGES 75 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED N. U.S. HIGHWAY NO. 27; THENCE S.89°23'15"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2068.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°35'05"W., 145.45 FEET; THENCE S.89°24'55"E., 149.96 FEET; THENCE N.00°35'05"E., 145.48 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S.89°25'33"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°25'33"E., 184.81 FEET TO THE N.E. CORNER OF TRACT "J", "RLR GOLDEN OCALA UNIT NO. THREE PLAT", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 110 THROUGH 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "RLR GOLDEN OCALA UNIT NO. THREE PLAT" THE FOLLOWING FIFTEEN (15) COURSES: (1) S.00°35'31"W., 525.48 FEET; (2) N.89°28'19"W., 550.72 FEET; (3) S.00°37'15"W., 791.38 FEET; (4) S.31°23'32"E., 827.06 FEET; (5) S.00°19'49"W., 600.14 FEET; (6) S.89°40'42"E., 286.11 FEET; (7) S.00°22'35"W., 1290.38 FEET; (8) S.85°30'19"E., 893.72 FEET; (9) N.65°33'19"E., 199.87 FEET; (10) S.61°04'53"E., 499.86 FEET; (11) N.11°44'07"E., 199.98 FEET; (12) N.70°19'54"E., 229.21 FEET; (13) N.20°25'51"E., 500.11 FEET; (14) N.61°33'40"W., 559.73 FEET; (15) N.05°41'20"W., 548.44 FEET TO THE S.W. CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.89°37'32"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 31, 900.74 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'49"E., 1099.23 FEET; THENCE S.89°35'46"E., 803.68 FEET; THENCE N.06°46'07"E., 1231.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY NO. 27; THENCE S.77°25'51"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 3317.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD (WIDTH VARIES); THENCE S.00°32'30"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, 989.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S.84°46'23"W., 5.03 FEET; THENCE N.89°27'30"W., 250.00 FEET; THENCE S.00°32'30"W., 233.00 FEET; THENCE S.89°27'30"E., 243.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID N.W. 70TH AVENUE ROAD, SAID POINT BEING ON A 450.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.36°39'55"W. 349.42 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 45°41'25", A DISTANCE OF 358.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.59°24'14"W., 129.61 FEET; (2) S.59°28'46"W., 876.12 FEET; (3) S.00°27'58"W., 11.66 FEET; (4) S.59°28'46"W., 3397.02 FEET TO A POINT ON A 2393.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.40°23'19"W. 1565.75 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°10'54", A DISTANCE OF 1595.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°31'43"W., 938.79 FEET; THENCE S.00°24'50"W., 288.11 FEET; THENCE N.89°31'43"W., 520.03 FEET; THENCE S.00°31'16"W., 361.51 FEET; THENCE S.89°31'43"E., 1320.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING ON A 2383.63 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.02°55'31"W. 202.66 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°52'23", A DISTANCE OF 202.72 FEET; (2) S.00°30'39"W., 1323.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 20 EAST; (3) S.03°06'11"E., 502.98 FEET; (4) S.00°21'45"W., 159.62 FEET; (5) S.00°25'11"W., 1349.93 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°30'36"W., 1318.04 FEET; THENCE S.00°24'04"W., 636.26 FEET; THENCE S.89°32'54"E., 364.85 FEET; THENCE S.87°38'44"E., 952.93 FEET TO A POINT ON AFORESAID WESTERLY

RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S.00°36'56"W., 1297.31 FEET; (2) S.00°28'33"W., 1324.88 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°50'14"W., ALONG SAID SOUTH BOUNDARY, 2684.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.87°49'18"W., 1358.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°18'31"E., ALONG SAID EAST BOUNDARY, 1004.06 FEET; THENCE CONTINUE ALONG SAID EAST BOUNDARY, S.00°15'48"W., 1609.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N.88°52'11"W., 808.86 FEET; (2) N.88°55'14"W., 561.55 FEET TO A POINT ON A 22579.55 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.89°33'45"W. 502.84 FEET; (3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16'34", A DISTANCE OF 502.85 FEET; (4) S.89°49'55"W., 2111.23 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.00°19'29"E., ALONG SAID EAST BOUNDARY, 2643.84 FEET TO A POINT ON THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 14; THENCE N.89°55'19"W., ALONG SAID NORTH BOUNDARY, 2579.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE N.00°46'14"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.69 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°44'18"E., 612.05 FEET; THENCE N.00°48'23"E., 495.45 FEET; THENCE N.89°45'36"W., 612.37 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°46'11"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 178.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°40'00"E., 1270.04 FEET; THENCE N.00°50'53"E., 671.74 FEET; THENCE N.89°34'39"W., 1264.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.00°45'55"E., 337.03 FEET; (2) N.00°02'30"W., 1520.80 FEET; (3) N.00°45'52"W., 837.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

## PARCEL 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE N.00°42'10"E., ALONG THE WEST BOUNDARY OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 35, 1328.43 FEET; THENCE S.89°34'51"E., 1556.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES), SAID POINT BEING ON A 676.67 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.38°57'22"W. 262.23 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'42", A DISTANCE OF 263.90 FEET; (2) S.50°06'46"W., 473.48 FEET TO A POINT ON A 484.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.39°26'31"W. 179.68 FEET; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°23'14", A DISTANCE OF 180.73 FEET; (4) S.28°45'05"W., 198.60 FEET TO A POINT ON A 1076.88 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A

CHORD BEARING AND DISTANCE OF S.37°16'24"W. 320.39 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°06'37", A DISTANCE OF 321.59 FEET; (6) S.45°52'23"W., 351.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES: (1) S.89°43'02"W., 56.98 FEET; (2) N.89°27'07"W., 331.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**TOGETHER WITH**

**2020 PROPERTY**

**(Includes 2017 Property and additional real property. See Exhibit E for sketch of New 2020 Parcels.)**

**TRACT 1**

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; AND SECTIONS 35 AND 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST; AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST; AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°12'24"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 2, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS. THENCE N.01°16'34"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 692.47 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°12'11"E., 2066.07 FEET; THENCE N.01°14'35"E., 631.47 FEET; THENCE N.89°11'10"W., 777.66 FEET; THENCE N.01°09'51"E., 1323.61 FEET; THENCE N.01°13'58"E., 1262.57 FEET; THENCE N.48°19'18"W., 98.72 FEET; THENCE N.89°18'46"W., 720.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES); THENCE N.35°57'08"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1208.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.34°36'33"E., 194.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.39°10'57"E., 231.98 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.45°44'36"E., 290.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1136.88 FEET AND HAVING A CHORD BEARING AND DISTANCE OF N.37°14'40"E. 338.33 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 17°06'52", A DISTANCE OF 339.59 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°43'08"E., 198.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 416.41 FEET AND HAVING A CHORD BEARING AND DISTANCE OF N.39°40'07"E. 157.81 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 21°50'48", A DISTANCE OF 158.77 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.50°03'43"E. 473.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 736.57 FEET AND HAVING A CHORD BEARING AND DISTANCE OF N.37°45'23"E. 315.58 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY

LINE, THROUGH A CENTRAL ANGLE OF 24°44'24", A DISTANCE OF 318.05 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°33'33"E., 31.64 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.89°35'39"E., ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 35, 1268.90 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.23°11'28"E., 989.99 FEET; THENCE N.23°57'35"E., 638.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY 27 (WIDTH VARIES), SAID POINT BEING ON A 1532.60 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.73°13'40"E. 854.04 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'23", A DISTANCE OF 865.50 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°24'22"E., 119.00 FEET TO THE N.E. CORNER OF "GREY OAKS", AS RECORDED IN BOARD OF COUNTY COMMISSIONERS EASEMENTS BOOK 1, PAGES 1 AND 2, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "GREY OAKS" THE FOLLOWING NINE (9) COURSES: (1) S.00°43'17"W., 1256.80 FEET; (2) N.89°14'22"W., 189.91 FEET; (3) N.89°41'14"W., 661.80 FEET; (4) S.00°48'53"W., 740.73 FEET; (5) S.00°51'27"W., 1928.27 FEET; (6) S.89°27'05"E., 664.72 FEET; (7) S.88°31'01"E., 1321.97 FEET; (8) N.00°52'56"E., 1365.69 FEET; (9) N.00°40'49"E., 2582.83 FEET TO THE N.W. CORNER OF TRACT 1 OF "GOLDEN Ocala UNIT NO. ONE", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "W", PAGES 75 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED NORTH U.S. HIGHWAY 27; THENCE S.89°23'15"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2068.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°35'05"W., 145.45 FEET; THENCE S.89°24'55"E., 149.96 FEET; THENCE N.00°35'05"E., 145.48 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S.89°25'33"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1625.85 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°40'31"W., 135.02 FEET; THENCE S.89°22'35"E., 268.63 FEET; THENCE N.00°58'29"E., 135.16 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING ON A 5629.58 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.83°15'59"E. 1144.74 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE 11°40'15", A DISTANCE OF 1146.72 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE S.77°25'51"E., 3878.94 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD (WIDTH VARIES); THENCE S.00°32'30"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, 990.11 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S.84°46'23"W., 5.03 FEET; THENCE N.89°27'30"W., 250.00 FEET; THENCE S.00°32'30"W., 233.00 FEET; THENCE S.89°27'30"E., 243.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID N.W. 70TH AVENUE ROAD, SAID POINT BEING ON A 450.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.36°31'42"W. 349.81 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 45°44'38", A DISTANCE OF 359.27 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.59°24'01"W., 129.92 FEET; (2) S.59°28'46"W., 876.18 FEET; (3) S.00°27'58"W., 11.66 FEET; (4) S.59°28'46"W., 3397.02 FEET TO A POINT ON A 2393.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.40°23'19"W. 1565.75 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°10'54", A DISTANCE OF 1595.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°31'43"W., 938.79 FEET; THENCE S.00°24'50"W., 288.11

FEET; THENCE N.89°31'43"W., 520.03 FEET; THENCE S.00°31'16"W., 361.51 FEET; THENCE S.89°31'43"E., 1320.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING ON A 2383.63 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.02°55'31"W. 202.66 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°52'23", A DISTANCE OF 202.72 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S.00°30'39"W., 1323.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 20 EAST; (2) S.03°06'11"E., 502.98 FEET; (3) S.00°21'45"W., 159.62 FEET; (4) S.00°25'11"W., 2009.13 FEET; (5) S.00°29'08"W., 1297.39 FEET; (6) N.87°45'15"W., 3.00 FEET (7) S.00°28'33"W., 1324.88 FEET; TO A POINT ON THE SOUTH BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°50'14"W., ALONG SAID SOUTH BOUNDARY, 2684.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.87°49'18"W., 1358.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°18'14"W., ALONG SAID EAST BOUNDARY, 1294.75 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.88°06'30"E., 617.32 FEET; THENCE S.00°15'27"W., 723.06 FEET; THENCE S.88°50'12"E., 290.13 FEET; THENCE N.00°46'46"E., 217.87 FEET; THENCE S.88°27'44"E., 444.76 FEET; THENCE SOUTH 303.76 FEET; THENCE S.88°29'51"E., 1344.94 FEET; THENCE S.01°01'42"W., 321.36 FEET; THENCE N.88°30'57"W., 893.39 FEET; THENCE S.01°29'15"W., 178.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) N.88°30'56"W., 875.18 FEET; (2) N.88°56'18"W., 924.23 FEET; (3) N.88°52'11"W., 808.19 FEET; (4) N.88°55'14"W., 561.55 FEET TO A POINT ON A 22579.55 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.89°33'45"W. 502.84 FEET; (5) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16'34", A DISTANCE OF 502.85 FEET; (6) S.89°49'55"W., 2111.23 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.00°19'29"E., ALONG SAID EAST BOUNDARY, 2643.84 FEET TO A POINT ON THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 14; THENCE N.89°55'19"W., ALONG SAID NORTH BOUNDARY, 2579.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE N.00°46'14"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.69 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°44'18"E., 612.05 FEET; THENCE N.00°48'23"E., 495.45 FEET; THENCE N.89°45'36"W., 612.37 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°46'11"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 178.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°40'00"E., 1270.04 FEET; THENCE N.00°50'53"E., 671.74 FEET; THENCE N.89°34'39"W., 1264.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.00°45'55"E., 337.03 FEET; (2) N.00°02'30"W., 1520.80 FEET; (3) N.00°45'52"E., 837.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**TRACT 2**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE N.01°22'58"E., ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF SAID SECTION 10, 2682.10 FEET TO THE N.E. CORNER OF FELLOWSHIP ACRES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK S, PAGES 81 THROUGH 84, PUBLIC RECORDS MARION COUNTY, FLORIDA; THENCE S.89°39'53"W., ALONG THE NORTH BOUNDARY OF SAID FELLOWSHIP ACRES, 2685.52 FEET; THENCE N.00°46'12"E., 661.10 FEET; THENCE N.89°27'47"E., 2693.01 FEET TO A POINT ON THE AFOREMENTIONED WEST BOUNDARY OF THE EAST 1/2 OF SAID SECTION 10; THENCE DEPARTING SAID WEST BOUNDARY, N.89°50'19"E., 2580.99 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE S.00°32'57"E., ALONG SAID WEST RIGHT OF WAY LINE, 673.07 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S.89°51'52"W., 1295.59 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE S.01°07'28"W., ALONG SAID WEST BOUNDARY, 1344.17 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE S.02°49'23"W., 1015.23 FEET; THENCE S.00°47'27"W., 330.06 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE N.89°46'59"W., ALONG SAID SOUTH BOUNDARY, 1291.94 FEET TO THE POINT OF BEGINNING.

**TRACT 3**

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE N.00°42'10"E., ALONG THE WEST BOUNDARY OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 35, 1328.43 FEET; THENCE S.89°34'51"E., 1556.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES), SAID POINT BEING ON A 676.67 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.38°57'22"W. 262.23 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'42", A DISTANCE OF 263.90 FEET; (2) S.50°06'46"W., 473.48 FEET TO A POINT ON A 484.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.39°26'31"W. 179.68 FEET; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°23'14", A DISTANCE OF 180.73 FEET; (4) S.28°45'05"W., 198.60 FEET TO A POINT ON A 1076.88 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.37°16'24"W. 320.39 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°06'37", A DISTANCE OF 321.59 FEET; (6) S.45°52'23"W., 351.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES: (1) S.89°43'02"W., 56.98 FEET; (2) N.89°27'07"W., 331.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**TRACT 4**

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.00°44'08"W., ALONG THE WEST BOUNDARY OF SAID SECTION, 2700.90 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID WEST BOUNDARY, S.88°14'53"E., 175.63 FEET; THENCE N.83°22'15"E., 132.81 FEET; THENCE S.89°34'03"E., 1003.72 FEET; THENCE S.01°15'14"E., 82.48 FEET; THENCE N.89°57'15"E., 1315.25 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (60 FEET WIDE); THENCE S.01°01'22"W., ALONG SAID WEST RIGHT OF WAY LINE, 914.02 FEET TO A POINT ON A 680.94 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.10°48'39"E. 231.52 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 19°34'32", A DISTANCE OF 232.65 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, N.89°35'11"W., 2583.97 FEET TO A POINT ON THE AFORESAID WEST BOUNDARY OF SAID SECTION 35; THENCE N.00°44'08"E., ALONG SAID WEST BOUNDARY, 1281.75 FEET TO THE POINT OF BEGINNING.

**TRACT 5**

A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 14 SOUTH, RANGE 21 EAST AND SECTION 25, TOWNSHIP 14 SOUTH, RANGE 20 EAST MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF THE EAST 1/2 OF THE N.E. 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH RANGE 20 EAST; THENCE S.89°27'10"E., A DISTANCE OF 1313.41 FEET TO THE S.W. CORNER OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.00°11'17"E., A DISTANCE OF 661.71 FEET TO THE N.W. CORNER OF SAID WEST 1/2 OF THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4; THENCE S.89°17'46"E., A DISTANCE OF 1174.51 FEET TO THE N.E. CORNER OF THE EAST 1/2 OF SAID SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4; THENCE N.00°25'09"E., A DISTANCE OF 307.74 FEET; THENCE S.89°30'18"E., A DISTANCE OF 3940.97 FEET TO THE WEST RIGHT OF WAY LINE OF N.W. HIGHWAY NO. 225A; THENCE S.00°29'48"W., ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 2004.68 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S.00°30'19"W., A DISTANCE OF 1207.46 FEET; THENCE DEPARTING SAID WEST RIGHT OF LINE N.89°31'56"W., A DISTANCE OF 1101.35 FEET; THENCE S.01°17'28"W., A DISTANCE OF 394.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 30; THENCE N.89°31'55"W. ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1514.60 FEET TO THE S.W. CORNER OF THE N.E. 1/4 OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.00°34'34"E. ALONG THE WEST BOUNDARY LINE OF SAID N.E. 1/4, A DISTANCE OF 1169.79 FEET; THENCE DEPARTING SAID WEST BOUNDARY N.89°31'29"W., A DISTANCE OF 225.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 841.14 FEET, A CENTRAL ANGLE OF 50°04'57", A CHORD BEARING AND DISTANCE OF N.27°22'10"W., 712.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 735.24 FEET; THENCE N.37°39'06"E., A DISTANCE OF 151.09 FEET; THENCE N.00°38'21"E., A DISTANCE OF 250.00 FEET; THENCE N.89°31'29"W., A DISTANCE OF 432.03 FEET; THENCE S.09°40'16"W., A DISTANCE OF 213.56 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 841.14 FEET, A CENTRAL

ANGLE OF 09°11'45" AND A CHORD BEARING AND DISTANCE OF N.84°55'37"W., 134.86 FEET; THENCE WEST ALONG THE ARC OF SAID CURVE A DISTANCE OF 135.00 FEET TO THE POINT OF TANGENCY; THENCE N.89°31'29"W., A DISTANCE OF 430.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 1001.24 FEET, A CENTRAL ANGLE OF 24°47'07", A CHORD BEARING AND DISTANCE OF S.78°04'58"W., 429.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 433.12 FEET TO THE POINT OF TANGENCY; THENCE S.65°41'24"W., DISTANCE OF 1136.18 FEET; THENCE S.62°50'24"W., A DISTANCE OF 100.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 49°04'42", A CHORD BEARING AND DISTANCE OF S.32°11'04"W., 340.56 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 351.20 FEET; THENCE N.89°31'29"W., A DISTANCE OF 413.06 FEET; THENCE S.00°38'21"W., A DISTANCE OF 1330.01 FEET; THENCE N.89°31'29"W., A DISTANCE OF 180.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE N.E. 1/4 OF SAID SECTION 25; THENCE N.00°38'21"E. ALONG SAID WEST LINE, A DISTANCE OF 2910.52 FEET TO THE POINT OF BEGINNING.

#### **TRACT 6**

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.89°37'05"W., A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. HIGHWAY NO. 225A (BEING A 50.00 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°33'37"W., A DISTANCE OF 1679.15 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 56°46'49", AND A CHORD OF 23.77 FEET, BEARING S.62°08'35"W.; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE NORTH RIGHT OF WAY LINE OF N.W. 44TH LANE (BEING A 60.00 FOOT RIGHT OF WAY), AN ARC DISTANCE OF 24.78 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°28'01"W., A DISTANCE OF 1283.98 FEET TO THE S.E. CORNER OF BLOCK 'D' OF GOLDEN HILLS QUADRIVILLAS AS PER PLAT THEREOF, RECORDED IN PLAT BOOK T, PAGES 33 AND 34 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID GOLDEN HILLS QUADRIVILLAS, N.00°30'30"E., A DISTANCE OF 490.95 FEET TO PERMANENT REFERENCE MONUMENT NO. 4 PER SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE (3) COURSES, (1) THENCE N.89°27'30"W., A DISTANCE OF 596.64 FEET TO PERMANENT REFERENCE MONUMENT NO. 3 PER SAID PLAT; (2) THENCE N.00°26'18"E., A DISTANCE OF 59.90 FEET TO PERMANENT REFERENCE MONUMENT NO. 2 PER SAID PLAT; (3) THENCE S.87°00'17"W., A DISTANCE OF 80.56 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4066, PAGE 1208 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.89°04'38"W., A DISTANCE OF 640.07 FEET; THENCE N.00°35'32"E., A DISTANCE OF 367.66 FEET; THENCE S.89°32'47"E., A DISTANCE OF 639.61 FEET; THENCE ALONG THE EAST BOUNDARY OF THE WEST 640 FEET OF THE N.E. 1/4 OF SAID SECTION 31 AND THE EAST BOUNDARY OF THE WEST 640 FEET OF THE S.E. 1/4 OF SAID SECTION 30, N.00°31'20"E., A DISTANCE OF 1317.45 FEET TO THE SOUTH BOUNDARY OF THE NORTH 2100 FEET OF THE S.E. 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°33'06"E., A DISTANCE OF 1983.24 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY

LINE OF N.W. HIGHWAY NO. 225A; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID WEST RIGHT OF WAY LINE, S.00°31'05"W., A DISTANCE OF 548.80 FEET TO THE POINT OF BEGINNING.

**TRACT 7**

TRACT 9, GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK H, PAGES 11, 11A AND 11B, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT ANY PART LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY 27.

**TRACT 8**

TRACT 10, GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK H, PAGES 11, 11A AND 11B, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT ANY PART LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY 27.

**TRACT 9**

A PORTION OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID SECTION 31; THENCE N.89°37'05"W., A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. HIGHWAY NO. 225A (BEING A 50.00 FOOT RIGHT OF WAY); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°33'37"W., A DISTANCE OF 1761.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°33'37"W., A DISTANCE OF 891.26 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 31; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°32'08"W., A DISTANCE OF 755.39 FEET; THENCE S.52°45'08"W., A DISTANCE OF 37.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID WEST RIGHT WAY LINE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT (8) COURSES: (1) THENCE N.77°27'31"W., A DISTANCE OF 1062.28 FEET; (2) THENCE N.71°43'09"W., A DISTANCE OF 301.59 FEET; (3) THENCE N.77°30'53"W., A DISTANCE OF 99.99 FEET; (4) THENCE N.77°28'15"W., A DISTANCE OF 197.96 FEET; (5) THENCE N.80°23'50"W., A DISTANCE OF 300.06 FEET; (6) THENCE N.82°47'23"W., A DISTANCE OF 200.97 FEET; (7) THENCE N.77°25'51"W., A DISTANCE OF 488.63 FEET TO A POINT ON THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 31; (8) THENCE N.77°25'51"W., A DISTANCE OF 651.84 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.12°29'37"E., A DISTANCE OF 263.71 FEET; THENCE S.77°25'29"E., A DISTANCE OF 595.75 FEET TO THE S.E. CORNER OF GOLD LEAF SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 59 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°30'43"E., ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 31 AND ALONG THE WEST BOUNDARY OF SAID GOLD LEAF SUBDIVISION, A DISTANCE OF 224.30 FEET TO THE S.W. CORNER OF GOLDEN HILLS QUADRIVILLAS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK T, PAGES 33 AND 34 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MOST BOUNDARY OF SAID GOLDEN HILLS QUADRIVILLAS, S.89°33'29"E., A DISTANCE OF 640.19 FEET TO PERMANENT REFERENCE MONUMENT NO. 7 PER SAID PLAT; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PLAT, N.00°29'54"E., A DISTANCE OF 449.64 FEET TO

PERMANENT REFERENCE MONUMENT NO. 6 PER SAID PLAT; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT, S.89°32'58"E., A DISTANCE OF 677.20 FEET TO PERMANENT REFERENCE MONUMENT NO. 5 PER SAID PLAT; THENCE ALONG THE EAST BOUNDARY OF SAID PLAT, N.00°30'30"E., A DISTANCE OF 188.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 44TH LANE (60 FEET WIDE); THENCE DEPARTING SAID EAST BOUNDARY, S.89°28'01"E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1283.96 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 56°37'02", AND A CHORD OF 23.71 FEET, BEARING S.61°09'29"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID RIGHT OF WAY CURVE, AN ARC DISTANCE OF 24.70 FEET TO THE POINT OF BEGINNING.

**TRACT 10**

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N.00°31'17"E., ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 252.64 FEET; THENCE N.89°28'43"W., A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING. THENCE S.00°34'24"W., A DISTANCE OF 222.89; THENCE N.89°42'37"W., ALONG A LINE 30 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 221.13 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 225A; THENCE N.59°15'38"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 29.09 FEET TO A POINT ON A 530.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.43°47'36"E. 286.61 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°22'29", A DISTANCE OF 290.22 FEET TO THE POINT OF BEGINNING.

**TRACT 11**

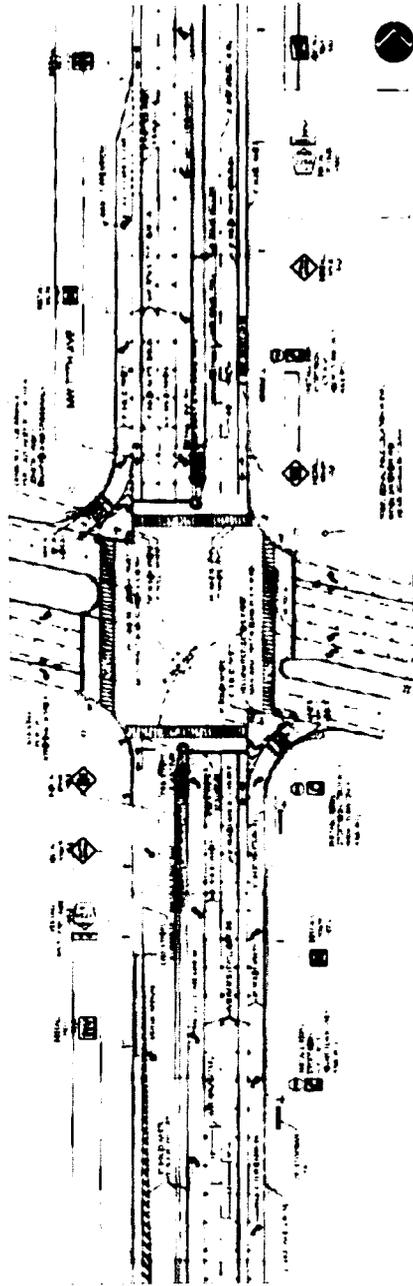
A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°35'40"W., 1310.41 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF N.W. 72ND COURT; THENCE N.00°54'38"E., ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE, 813.08 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, N.00°48'47"E., 125.11 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, N.00°35'00"E., 101.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD; THENCE N.59°26'51"E., ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 876.14 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 35TH STREET; THENCE S.89°42'28"E., ALONG SAID RIGHT OF WAY, 317.42 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.00°21'45"W., 10.00 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.89°42'28"E., 30.00 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.89°52'04"E., 205.26 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.89°33'27"E., 315.75 FEET; THENCE S.00°21'37"W., 679.62 FEET; THENCE S.89°14'42"E., 317.18 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 68TH AVENUE; THENCE S.00°21'15"W., ALONG SAID WEST RIGHT OF WAY LINE, 418.27 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, N.89°39'57"W., 635.35 FEET; THENCE S.00°29'55"W., 362.15 FEET TO THE POINT OF BEGINNING.

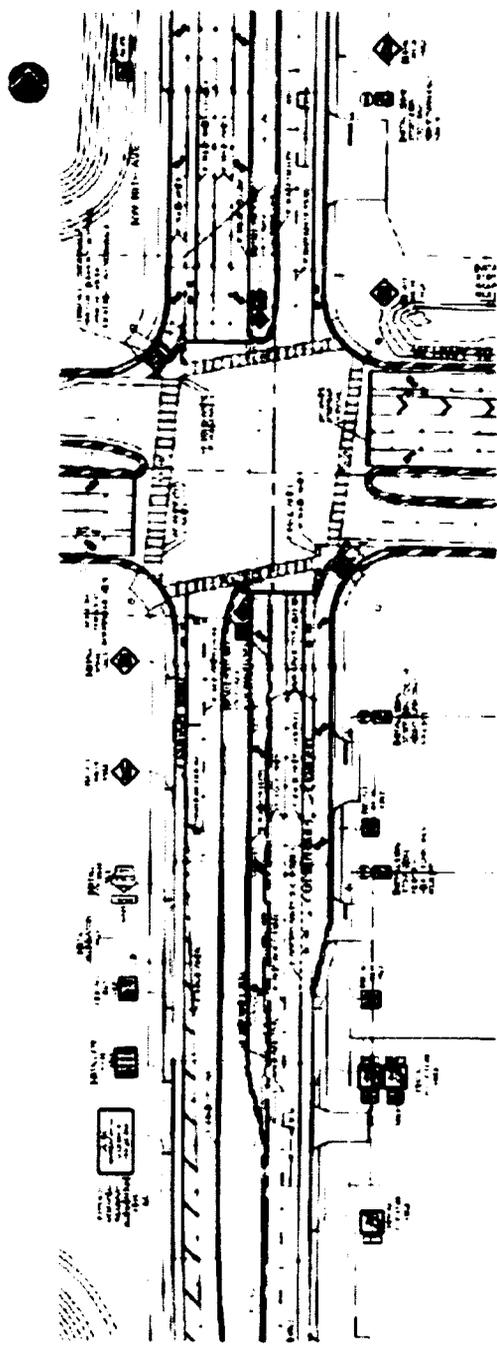
**EXHIBIT B  
COUNTY TRANSPORTATION WORK**

<b>Description of Improvement</b>	<b>Reference Under Original Agreement</b>
<u>US 27 County Transportation Work</u>	
Second Westbound left-turn lane	Initial Intersection Improvements
Exclusive Northbound left-turn lane	Initial Intersection Improvements
Exclusive Southbound left-turn lane	Initial Intersection Improvements
Exclusive Northbound right-turn lane	Initial Intersection Improvements
Exclusive Westbound right-turn lane	Exhibit 5.1.2 of Original Agreement
<u>SR 40 County Transportation Work</u>	
Exclusive Southbound right-turn lane	Initial Intersection Improvements

EXHIBIT C  
SKETCH OF US 27 COUNTY TRANSPORTATION WORK



**EXHIBIT D**  
**SKETCH OF SR 40 COUNTY TRANSPORTATION WORK**







**Marion County  
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

April 11, 2025

GOODING & BATSEL, PLLC  
JAMES GOODING  
1531 SE 36TH AVE  
OCALA, FL 34471

**SUBJECT: DRC INFORMATIONAL LETTER**

PROJECT NAME: RLR GOLDEN OCALA (MASTER PROJECT NO PERMITS)

PROJECT #1999004491

APPLICATION: DEVELOPERS AGREEMENT/MODIFICATION #32573

Dear James,

The above referenced project was reviewed by Development Review staff and the following comments are for your review. You need not reply to the comments, and if the comments have been previously completed, simply disregard. Your plan will be scheduled for the Development Review Committee on April 14, 2025. This will be a scheduled item and attendance is required.

- 1 DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: No objections.
- 2 DEPARTMENT: ZONE - ZONING DEPARTMENT  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: Review to take place during report writing phase.
- 3 DEPARTMENT: ZONE - ZONING DEPARTMENT  
REVIEW ITEM: Verify compliance with Zoning, Article 4, and overlay zones as set forth in Article 5.  
STATUS OF REVIEW: INFO  
REMARKS: Review to take place during report writing phase.
- 4 DEPARTMENT: ENGTRF - TRAFFIC REVIEW  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: 4/3/25 – RECOMMEND DENIAL: Applicant submitted applications to 1) Convert 236 acres of Low Residential land use to WEC land use; 2) Add Sports Facilities with acreage limits to WEC land use; 3) Replace existing 13,500 seat limit for Equestrian Facilities with 210-acre limit; 4) Increase existing limit on hotel rooms from 1,350 to 1,650 rooms; and 5) Remove existing restrictions on concerts.

County Traffic does not support the proposed changes for the following reasons:

1. The proposed land use change with the addition of sports facilities will increase the external daily project trips by 2,926 (131%) and increase the external afternoon peak hour project trips by 494 (223%) as compared to the existing Low Residential land use. This additional traffic will negatively impact operations on 7 roadway segments on SR 40 that already exceed or come to close to exceeding their maximum level of service volume in the existing condition. County Traffic could only support approval of the WEC Sports Complex if the existing entitlements for Golden Ocala were reduced to achieve a net zero increase in project trips as compared to what's already approved for Golden Ocala.
2. There is no established practice of estimating trip generation for Equestrian Facilities or Sports Facilities based on acres of land. The ITE Trip Generation Manual does not include calculations based on acres, but rather number of seats for Horse Racetrack and number of fields for Soccer Complex. Using acres for project entitlements increases the uncertainty in the trip generation as well as the potential impacts to surrounding roadways.
3. County Traffic does not support increasing the limit on hotel rooms at this time. To date, Golden Ocala constructed 2 hotels with a total of 642 rooms. An additional 708 hotel rooms can be constructed before reaching the existing maximum entitlement of 1,350 rooms. Should additional hotel rooms be needed in the future, amendments to the project entitlements can be considered at that time.
4. Removing the existing restrictions on concerts will increase the potential for traffic issues on the surrounding intersections and roadway segments. The ITE Trip Generation Manual does not include a land use for concerts. Therefore, the full impacts of removing the concert restrictions cannot be quantified. The existing Development Agreement for Golden Ocala allows up to 4 concerts per calendar year subject to obtaining a special event permit from the County and providing a traffic management plan. This process ensures that potential traffic impacts are properly vetted prior to approval of the concert event. County Traffic does not support removing the requirements for a special event permit or traffic management plan for concerts. However, we are not opposed to allowing more than 4 concerts per calendar year.

Traffic study for the sports complex and the WEC will need to be approved prior to amendment of the developer's agreement. Additional comments may be forthcoming prior to finalization of agreement.

- 5 DEPARTMENT: UTIL - MARION COUNTY UTILITIES  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: MCU service area with water and sewer mains installed in this area. Use and modification of these mains has been addressed in the Plat Vacation documents. No need to address utilities in this DA as a result.
- 6 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: N/A
- 7 DEPARTMENT: 911 - 911 MANAGEMENT  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: N/A
- 8 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION  
REVIEW ITEM: Developers Agreement  
STATUS OF REVIEW: INFO  
REMARKS: no comments

9 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION  
REVIEW ITEM: Verify compliance as applicable with Article 6.7, 6.8, and 6.9  
STATUS OF REVIEW: INFO  
REMARKS: no comments

Feel free to contact us at (352) 671-8686 or [DevelopmentReview@marionfl.org](mailto:DevelopmentReview@marionfl.org) with questions.

Sincerely,

*Your Development Review Team*  
**Office of the County Engineer**

**From:** [Zeigler, Christopher](#)  
**To:** [Rison, Christopher](#); [Cohoon, Steven](#)  
**Cc:** [Odom, Kenneth](#); [Varadin, Chuck](#); [Weyrauch, Kenneth](#)  
**Subject:** RE: WEC Development Agreement Amendment & status of "Traffic Studies"  
**Date:** Thursday, February 5, 2026 12:14:26 PM

---

Chris,

I submitted my comments.

I proposed the following PUD Conditions:

1. A traffic management plan for events shall be developed and approved by the Office of the County Engineer through a right-of-way use permit. The plan shall be approved prior to final inspection of the initial phase of development of the WEC Sports Complex. The traffic management plan shall be updated when necessary as determined by the Office of the County Engineer.
2. All site access improvements required by the traffic study shall be permitted and constructed prior to final inspection of the initial phase of development of the WEC Sports Complex
3. A developer's agreement is required to address construction of the required offsite improvements including the proportionate share payment. The developer's agreement shall be finalized prior to the final inspection of the initial phase of development of the WEC Sports Complex.

Thanks,

**Christopher Zeigler**

*Traffic Operations Manager*

Office of the County Engineer

Main: 352-671-8686

[\*Empowering Marion for Success!\*](#)

---

**From:** Rison, Christopher <Christopher.Rison@marionfl.org>  
**Sent:** Monday, February 2, 2026 4:32 PM  
**To:** Cohoon, Steven <Steven.Cohoon@marionfl.org>; Zeigler, Christopher <Christopher.Zeigler@marionfl.org>  
**Cc:** Odom, Kenneth <Kenneth.Odom@marionfl.org>; Varadin, Chuck <Chuck.Varadin@marionfl.org>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>  
**Subject:** WEC Development Agreement Amendment & status of "Traffic Studies"

Steven/Chris,

The first public hearing regarding the WEC Development Agreement is set for 2/18, so the agenda item does need to be uploaded this week.

I haven't heard if the traffic study items that were pending and anticipated to be complete by the end of January been finalized yet.

I opted to run the ad referencing that it is to consider deleting the prohibition for concerts, and may potentially update terms related to the developer's concurrency, impact fee credits, and transportation improvements provisions.

Jimmy Gooding has noted he would like it to move forward, but if we don't have any traffic discussions ready, then it would just be the concert prohibition, and Jimmy noted that another Development Agreement Amendment might be needed to address the traffic items. We might be able to propose that such a follow-up Amendment needs to be completed within a specified period of time – such as 1 year – and maybe have a limit on concerts until then for instance.

I'd like to get your thoughts on some of the options we may want to discuss with the hearing – that was I can have a better conversation with Jimmy.

Chris

**Christopher Rison, AICP, FRA-RP**

*Senior Planner*

Growth Services

Main: 352-438-2600 | Direct: 352-438-2624 | FAX: 352-438-2601

[\*Empowering Marion for Success!\*](#)

# WEC SPORTS COMPLEX TRAFFIC IMPACT ANALYSIS

MARION COUNTY, FLORIDA

October 2025, Updated January 2026



# PROFESSIONAL ENGINEER CERTIFICATE

---

I hereby certify that I am a registered professional engineer in the State of Florida, practicing with Kittelson & Associates, 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 World Equestrian Center Sports Complex Traffic Impact Study located in Marion County, Florida dated January 2026.

PROJECT: World Equestrian Center Sports Complex Traffic Impact Study  
LOCATION: Marion County, Florida  
CLIENT: Equestrian Operations, 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.

NAME: Kok Wan Mah  
P.E. NUMBER: 56739  
DATE: January 13, 2026



Kok Wan Mah

Digitally signed by Kok Wan Mah  
Date: 2026.01.14 10:54:03 -05'00'

*The item has been digitally signed and sealed by Kok Wan Mah on the date adjacent to the seal.*

**PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.**

# WEC Sports Complex Traffic Impact Analysis Marion County, Florida

Prepared for:  
Equestrian Operations, LLC  
7340 N. US highway 27  
Ocala, FL 34482

Prepared by:  
**Kittelson & Associates, Inc.**  
225 East Robinson Street, Suite 355  
Orlando, FL 32801  
407.540.0555

Project Manager:  
Kok Wan Mah, P.E.  
Principal Engineer

Project Principal:  
Stephanie Shealey, P.E., PTOE, PTP  
Associate Engineer

Project Number 31336

October 2025, Updated January 2026



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Appendix B: Approved Methodology

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Appendix E: West Marion Transportation Planning Study & Vested Trips

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Appendix K: Buildout Conditions

Appendix L: Turn Lane Documentation



# Section 1

## Introduction

# INTRODUCTION

Kittelson & Associates, Inc. has been retained by Equestrian Operations, LLC to conduct a Traffic Impact Analysis (TIA) for the proposed WEC Sports complex development. The project site consists of an area of approximately 155-acres, located north side of SR 40 and west of NW 87 Court Road in Marion County, Florida.

**Figure 1** illustrates the project location.

The proposed development is planned to include the following facilities:

- Athletic Fields: up to 36 Fields/Courts
  - Twelve (12) Soccer Fields (One of the soccer fields is planned to be a championship stadium that will include up to 5,000 seats)
  - An indoor facility with approximately 18 basketball/volleyball/pickleball courts, and
  - Six (6) baseball fields.
- Hotel: 300 Rooms
- Miniature Golf Course: 18 Holes
- Retail: 17,500 Square Foot
- High Turnover (Sit-Down) Restaurant: 13,500 Square Foot
- Other facilities:
  - One concession and restroom building

Based upon the generated project trips, a Transportation Impact Study (TIS) is conducted for 2030 (the project buildout year) per the MARION COUNTY TRAFFIC IMPACT ANALYSIS GUIDELINES (September 2022).

At the request of Marion County, supplemental analyses for the years 2027 and 2045 were conducted based on the findings of the approved West Marion Transportation Planning Study (Attached in **Appendix E**), completed by Kimley-Horn in September 2023. These analyses assess project-related traffic impacts under projected future conditions and incorporate intersection geometry improvements identified in the 2023 study. Additionally, the 2045 analysis evaluates traffic scenarios both with and without the proposed extension of NW 60th Avenue north of US 27.

## PROJECT DESCRIPTION

The development will be constructed in multiple phases with an anticipated buildout year of 2030. Access to the development will be provided at four locations on SR 40 via:

- a) Directional access (Left-In/Right-In/Right-Out) at approximately 0.5 miles east of SR 40 and NW 100<sup>th</sup> Avenue.
- b) Directional access (Left-In/Right-In/Right-Out) at the intersection of SR 40 and NW 92<sup>nd</sup> Avenue
- c) Full access at the intersection of SR 40 and NW 87<sup>th</sup> Court Road (The intersection will be signalized in the buildout year pending review and approval by FDOT)
- d) Right-In/Right-Out at the intersection of SR 40 and NW 1<sup>st</sup> Street/ SW 85<sup>th</sup> Avenue (maintaining full access for south leg)

These access points with the development location are depicted in the site plan available in **Appendix A**.

## STUDY AREA

The study area was determined using a test for significance documented in the methodology provided as **Appendix B**. The following roadway segments and intersections are included in the analysis:

**Roadway Segment:**

- SR 40
  - US 41 to Urban Area Boundary
  - Urban Area Boundary to SW 140 Avenue
  - SW 140 Avenue to CR 328
  - CR 328 to SW 110 Avenue
  - SW 110 Avenue to SW 85 Avenue
  - SW 85 Avenue to SW 80 Avenue
  - SW 80 Avenue to SW 60 Avenue
  - SW 60 Avenue to SW 52 Avenue
  - SW 52 Avenue to I-75 Ramp (West)
  - I-75 Ramp (West) to I-75 Ramp (East)
  - I-75 Ramp (East) to SW 33 Avenue
  - SW 33 Avenue to SW 27 Avenue
  - SW 27 Avenue to SW Martin L. King Avenue
  - SW Martin L. King Avenue to US 441
- CR 225A
  - SR 40 to US 27
  - US 27 to CR 326
- NW 110 Avenue
  - SR 40 to US 27

**Intersections:**

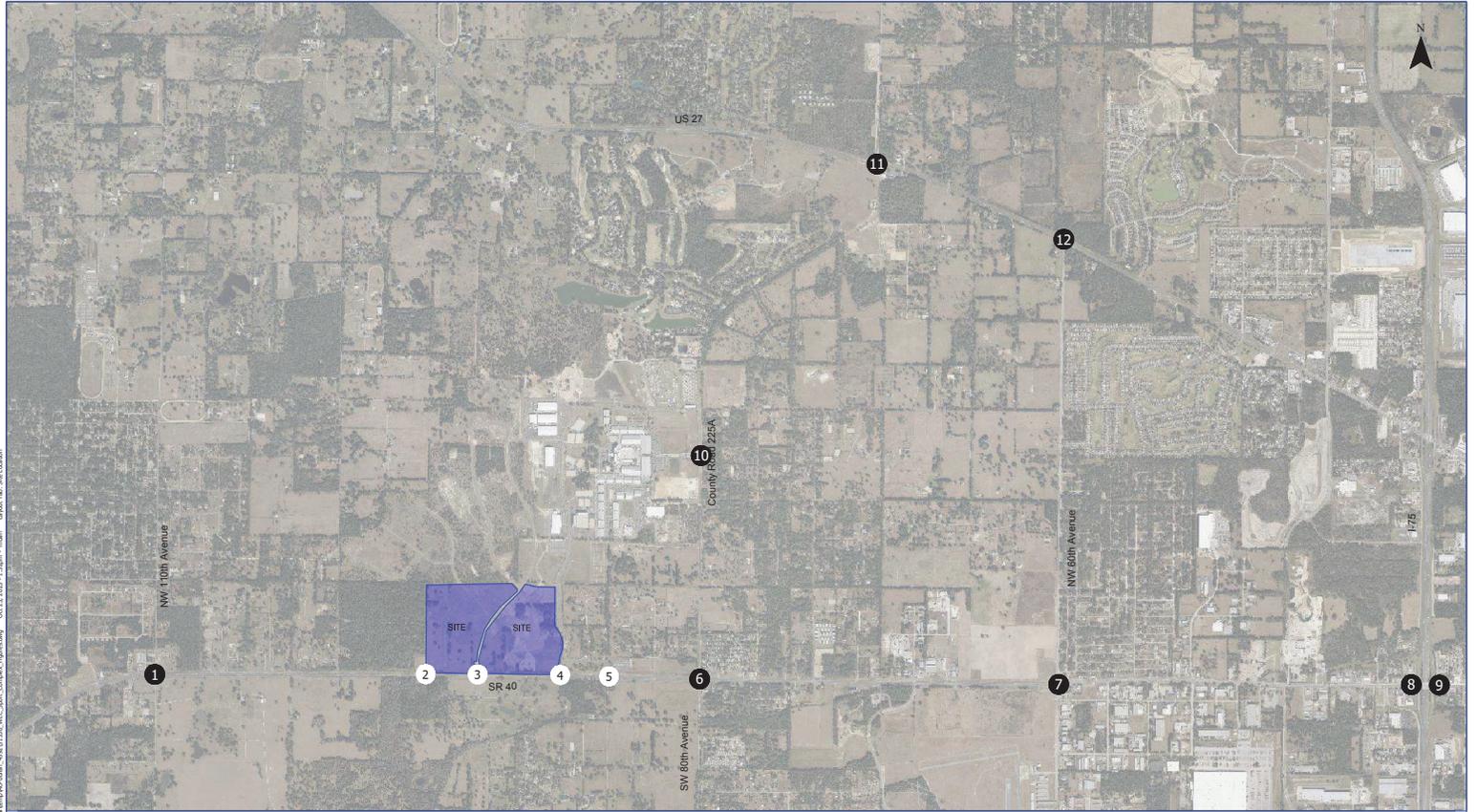
- SR 40 at NW 110th Avenue (Signalized)
- SR 40 at NW 92nd Avenue (Access)
- SR 40 at Western Access
- SR 40 at NW 87th Court Road\* (Access)
- SR 40 at SW 85th Avenue (Access)
- SR 40 at 80th Avenue (Signalized)
- SR 40 at 60th Avenue (Signalized)
- SR 40 at I-75 SB ramp (Signalized)
- SR 40 at I-75 NB ramp (Signalized)
- CR 225A at US 27 (Signalized)
- US 27 at NW 60 Avenue (Signalized)
- NW 80th Avenue at NW 17th Place

(\*) denotes a stop-controlled intersection that is planned to be signalized in the buildout year 2030.

## PLANNED AND PROGRAMMED IMPROVEMENTS

NW 80<sup>th</sup>/70<sup>th</sup> Avenue is programmed to be widened from two to four lanes for the segments from SR 40 to north of US 27. This capacity improvement is forecasted to begin construction in 2026 and last 1.5 years.

Future vested trips will be incorporated into the development of build traffic volumes. The Golden Ocala PUD and the Martingale PUD provided in **Appendix E** will be considered as vested development in this analysis.



- ① - Site Accesses
- - Study Intersections

Site Location  
Ocala, Florida

Figure  
1



## Section 2

### Existing Conditions

# EXISTING CONDITIONS

This section provides a summary of existing transportation conditions within the study area, including roadway geometry, current traffic flow patterns, traffic control systems, and an evaluation of key roadways and intersections.

## DATA COLLECTION

Weekday turning movement counts (TMCs) were collected on Wednesday, August 27, 2025, from 4:00 PM to 6:00 PM, and weekend counts were collected on Saturday, August 30, 2025, from 12:00 PM to 2:00 PM at the following locations:

- SR 40 at NW 110th Avenue
- SR 40 at NW 92nd Avenue
- SR 40 at Western Access
- SR 40 at NW 87th Court Road
- SR 40 at SW 85th Avenue
- SR 40 at 80th Avenue
- SR 40 at 60th Avenue
- SR 40 at I-75 SB ramp
- SR 40 at I-75 NB ramp
- CR 225A at US 27
- US 27 at NW 60 Avenue
- NW 80th Avenue at NW 17th Place

The TMCs were adjusted to account for seasonal variation, using a seasonal factor of 1.06 derived from the FDOT's Florida Traffic Online (FTO) website. The raw TMCs and FDOT Peak Season Category Report are included in **Appendix C**. **Figure 2** and **Figure 3** presents respectively the existing weekday PM and the weekend midday peak hour traffic volumes. Heavy truck percentages were derived from the TMCs and applied to each study intersection for all study periods.

The signal timing data was obtained from Marion County and the City of Ocala (included in **Appendix D**) for the following locations:

- SR 40 at NW 110th Avenue
- SR 40 at 80th Avenue
- SR 40 at 60th Avenue
- SR 40 at I-75 SB ramp
- SR 40 at I-75 NB ramp
- CR 225A at US 27
- US 27 at NW 60 Avenue

## EXISTING ROADWAY CAPACITY ANALYSIS

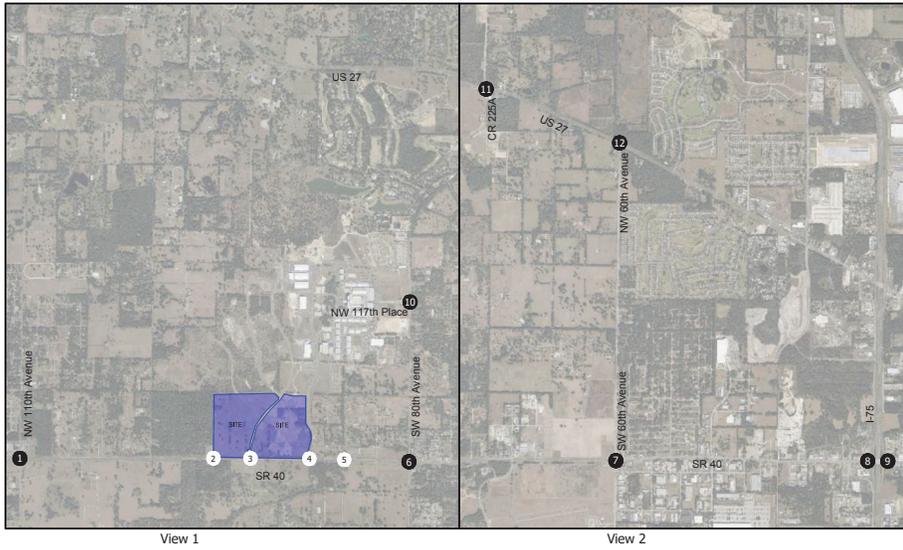
Kittelson conducted a capacity analysis of the study roadways to quantify the existing level of service (LOS) during the PM peak hour. The capacity analysis shows the operational conditions along the project site adjacent corridors.

The level of service and remaining capacity for each of the study roadways were determined based on the Ocala Marion Transportation Planning Organization (TPO) 2023 Congestion Management Process (CMP) Database is shown in **Appendix C** and was used for existing volumes. A comparison of the peak hour peak

direction (PHPD) roadway traffic volumes was made against the roadway capacities to determine the existing level of service. The existing roadway capacity analysis was performed for the roadway shown in **Table 1**.

In summary, all roadway segments operate at an acceptable Level of Service (LOS) and demonstrate sufficient capacity except the three segments listed below:

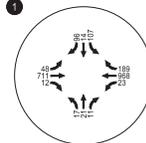
- From Urban Area Boundary to SW 140 Avenue with a v/c ratio of 1.10
- From SW 140 Avenue to CR 328 with a v/c ratio of 1.10
- From CR 328 to SW 110 Avenue with a v/c ratio of 1.02



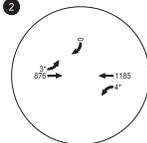
View 1

View 2

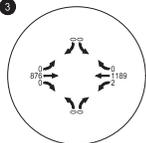
SR 40 & NW 110th Avenue



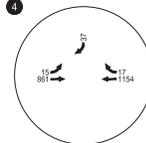
SR 40 & Western Access



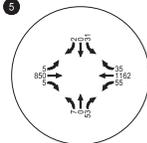
SR 40 & NW 92nd Avenue



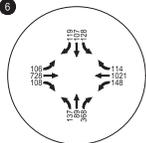
SR 40 & NW 87th Ct Road



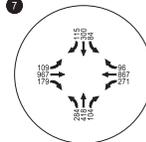
SR 40 & SW 85th Avenue



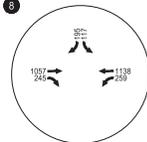
SR 40 & SW 80th Avenue



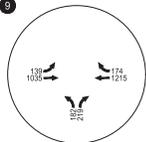
SR 40 & SW 60th Avenue



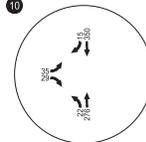
SR 40 & I-75 SB



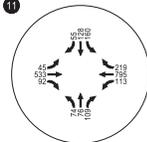
SR 40 & I-75 NB



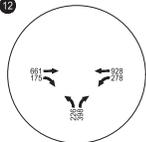
NW 80th Avenue & NW 17th Place



CR 225A & US 27



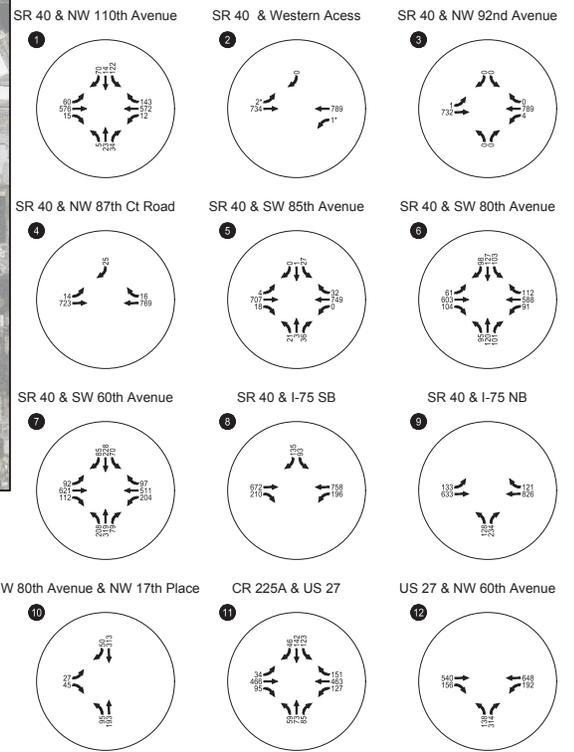
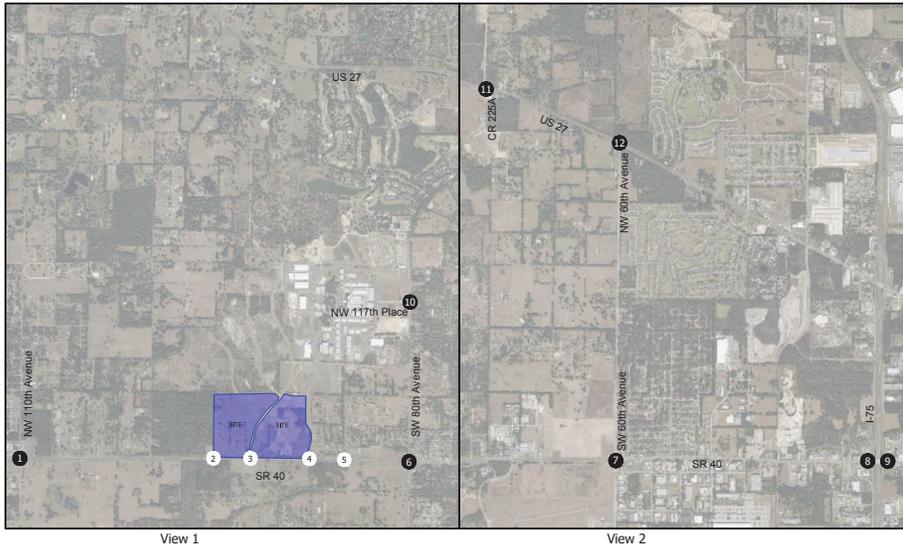
US 27 & NW 60th Avenue



- \* - U-Turns
- ⊗ - Site Accesses
- ⦿ - Study Intersections

Existing PM Weekday Traffic Volumes  
Ocala, Florida

Figure  
2



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Existing Midday Weekend Traffic Volumes  
Ocala, Florida  
Figure 3

C:\Bentley\Bentley Projects\Ocala\15521318\_WEC\_Sport\_Complex\_TIA.dwg Oct 23, 2025 1:53:30 pm User: TBA, E:\A\Kitty



Table 1: Existing Roadway Capacity Analysis

Roadway	Limits	No. of Lanes	Func. Class	LOS Std.	Daily Capacity	Pk Hr Pk Dir Capacity	2024 AADT*	PM PH NB/EB Vol	PM PH SB/WB Vol	v/c
SR 40	US 41 to Urban Area Boundary	2	ARTERIAL	D	14,000	730	8,900	474	371	0.65
	Urban Area Boundary to SW 140 Avenue	2	ARTERIAL	C	8,200	430	8,900	474	371	1.10
	SW 140 Avenue to CR 328	2	ARTERIAL	C	8,200	430	8,900	474	371	1.10
	CR 328 to SW 110 Avenue	4	ARTERIAL	C	19,600	970	18,500	986	772	1.02
	SW 110 Avenue to SW 85 Avenue	4	ARTERIAL	C	36,015	1,785	21,000	1,119	876	0.63
	SW 85 Avenue to SW 80 Avenue	4	ARTERIAL	C	36,015	1,785	21,000	1,119	876	0.63
	SW 80 Avenue to SW 60 Avenue	4	ARTERIAL	D	39,165	1,943	24,500	1,306	1,022	0.67
	SW 60 Avenue to SW 52 Avenue	4	ARTERIAL	D	38,430	1,901	29,500	1,572	1,230	0.83
	SW 52 Avenue to I-75 Ramp (West)	4	ARTERIAL	D	38,430	1,901	29,500	1,572	1,230	0.83
	I-75 Ramp (West) to I-75 Ramp (East)	4	ARTERIAL	D	40,352	1,996	29,500	1,572	1,230	0.79

Roadway	Limits	No. of Lanes	Func. Class	LOS Std.	Daily Capacity	Pk Hr Pk Dir Capacity	2024 AADT*	PM PH NB/EB Vol	PM PH SB/WB Vol	v/c
	I-75 Ramp (East) to SW 33 Avenue	4	ARTERIAL	D	38,430	1,901	31,000	1,652	1,293	0.87
	SW 33 Avenue to SW 27 Avenue	4	ARTERIAL	D	38,430	1,901	31,000	1,652	1,293	0.87
	SW 27 Avenue to SW Martin L. King Avenue	4	ARTERIAL	D	37,905	1,880	22,500	1,199	938	0.64
	SW Martin L. King Avenue to US 441	4	ARTERIAL	D	37,905	1,880	22,000	1,172	918	0.62
CR 225A	SR 40 to US 27	2	COLLECTOR	E	29,340	1,449	7,200	364	284	0.25
	US 27 to CR 326	2	COLLECTOR	D	10,224	533	7,600	384	300	0.72
NW 110 Avenue	SR 40 to US 27	2	COLLECTOR	B	9,270	486	5,800	309	242	0.64

\*Ocala Marion 2025 Traffic Counts Report

Source: Ocala Marion TPO CMP Database (2023); FDOT Traffic Online

## EXISTING INTERSECTION CAPACITY ANALYSIS

The existing conditions of the study intersections were evaluated using the Synchro 12 Software, following the methods outlined in the Highway Capacity Manual. **Figure 4** illustrates the existing lane configurations of the intersections.

In coordination with the Marion County, all the twelve (12) study intersections were evaluated for weekday PM peak hour and weekend midday peak hour. The results of the intersection capacity analysis for existing conditions during the weekday PM peak hour and weekend midday peak hour are summarized in **Table 2**. The detailed Synchro analysis report printouts is included in **Appendix H**.

As shown in **Table 2**, all study intersections operate at an overall Level of Service (LOS) D or better, and all movements have a v/c below 1, except the westbound movement at the intersection of SR 40 and SW 60<sup>th</sup> Avenue.

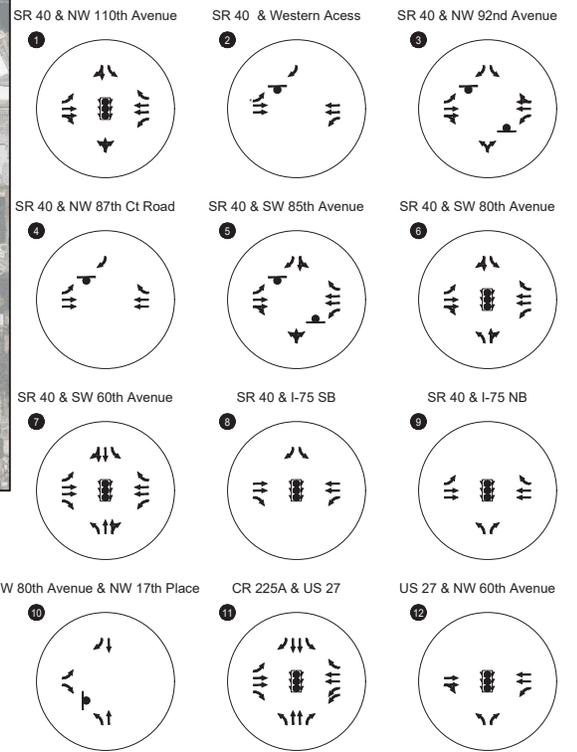
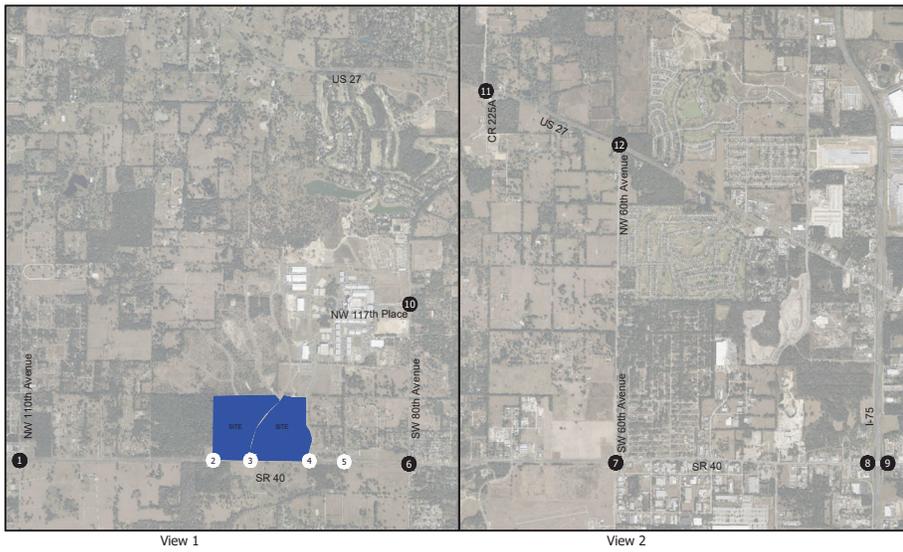
**Table 2: Existing Conditions Intersection Capacity Analysis**

Intersection	Control Type	Performance Measure	Weekday PM Peak Period					Weekend Midday Peak Period				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
1 – SR 40 at NW 110 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	16.2	14.2	16	22.3	23.8	15.5	14.3	15.3	18.5	19.5
		LOS	B	B	B	C	C	B	B	B	B	B
		v/c ratio*	-	0.58	0.73	0.15	0.42	-	0.52	0.52	0.14	0.32
2 – SR 40 at Western Driveway <sup>a</sup>	Stop Controlled	Delay (s/veh)	-	21.9	15.2	-	-	-	13.5	12.8	-	0
		LOS	-	C	C	-	-	-	B	B	-	A
		v/c ratio*	-	0.02	0.01	-	-	-	0.01	0.00	-	-
3 – SR 40 at NW 92 <sup>nd</sup> Avenue	Stop Controlled	Delay (s/veh)	-	0	9.9	0	0	-	9.4	9.2	0	0
		LOS	-	A	A	A	A	-	A	A	A	A
		v/c ratio*	-	-	0.003	-	-	-	0.001	0.005	-	-
4 – SR 40 at NW 87 <sup>th</sup> Court Road	Stop Controlled	Delay (s/veh)	-	11.7	-	-	14.2	-	9.8	-	-	11.3
		LOS	-	B	-	-	B	-	A	-	-	B
		v/c ratio*	-	0.03	-	-	0.093	-	0.02	-	-	0.04
5 – SR 40 at SW 85 <sup>th</sup> Avenue	Two-way Stop Controlled (TWSC)	Delay (s/veh)	-	11.6	10.2	14.7	50.4	-	9.5	0	15.8	22.3
		LOS	-	B	B	B	F	-	A	A	C	C
		v/c ratio*	-	0.01	0.08	0.15	0.3	-	0.005	-	0.16	0.12
6 – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	44.6	45.9	45.9	38.2	46.1	30.4	28.1	26.2	33.8	43
		LOS	D	D	D	D	D	C	C	C	C	D
		v/c ratio*	-	0.81	0.9	0.83	0.62	-	0.61	0.77	0.77	0.82
7 – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	52.3	45.8	61.4	45.3	56.9	33.2	33.5	31.3	31.4	39.5
		LOS	D	D	E	D	E	C	C	C	C	D
		v/c ratio*	-	0.87	<b>1.16</b>	0.82	0.83	-	0.78	0.86	0.64	0.73
8 - SR 40 at I-75 SB ramp	Signalized	Delay (s/veh)	12.2	15.9	2.9	-	90.2	11.1	14.6	2.2	-	76.4
		LOS	B	B	A	-	F	B	B	A	-	E
		v/c ratio*	-	0.5	0.69	-	0.86	-	0.35	0.42	-	0.82
9 - SR 40 at I-75 NB ramp	Signalized	Delay (s/veh)	19.2	15.6	11.9	91.9	-	10.2	1.1	7.7	80.6	-
		LOS	B	B	B	F	-	B	A	A	F	-
		v/c ratio*	-	0.45	0.51	0.88	-	-	0.29	0.35	0.82	-
10 - NW 80 <sup>th</sup> Avenue at NW 17 <sup>th</sup> Place	Stop Controlled	Delay (s/veh)	-	15	-	8.2	-	-	15.9	-	8.3	-
		LOS	-	B	-	A	-	-	C	-	A	-
		v/c ratio*	-	0.09	-	0.02	-	-	0.08	-	0.09	-

Intersection	Control Type	Performance Measure	Weekday PM Peak Period					Weekend Midday Peak Period				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
11 - CR 225A at US 27	Signalized	Delay (s/veh)	30.2	28.6	32.4	26.2	27.7	29.3	27.4	32.5	26	26.7
		LOS	C	C	C	C	C	C	C	C	C	C
		v/c ratio*	-	0.39	0.57	0.15	0.30	-	0.34	0.57	0.13	0.24
12 - US 27 at NW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	38.6	22.8	44.5	65.8	-	22.4	17.8	21.4	50.2	-
		LOS	D	C	D	E	-	C	B	C	D	-
		v/c ratio*	-	0.51	1.18	0.89	-	-	0.39	0.88	0.64	-

\*v/c ratio reported for the highest movement

<sup>a</sup> the driveway is not built yet, and delays reflect U-turns



- \* - U-Turns
- Traffic Signal
- Stop Controlled
- Site Accesses
- Study Intersections

Existing Lane Configurations  
Ocala, Florida | Figure 4



## Section 3 Future Volume Development

# FUTURE VOLUME DEVELOPMENT

The proposed development is anticipated to be built out by year 2030. Future traffic volumes for the weekday PM peak period and weekend midday peak period for the buildout year were estimated by combining background growth with vested trips and distributed project trips.

In response to Marion County's request, future traffic conditions were estimated for the weekday PM peak period for the years 2027 (at four study intersections) and 2045 (at all study intersections), consistent with the approved West Marion Transportation Planning Study. Weekend conditions were not analyzed because the West Marion study did not include weekend traffic projections, and the supplemental analyses followed the same approach for both 2027 and 2045.

For the 2027 weekday PM analysis, the four intersections included in the West Marion study used its 2027 build volumes as the no-build condition, with project trips from the proposed WEC Sports Complex added to determine build volumes. For the 2045 weekday PM analysis, the same four intersections used the study's 2045 build volumes as the no-build condition, while the remaining eight intersections were projected by applying a 2% annual linear growth to existing traffic counts and then adding project trips. Additionally, the 2045 analysis evaluates traffic scenarios both with and without the proposed extension of NW 60th Avenue north of US 27.

The following sections describe the methodology used to develop the future traffic volumes. The spreadsheet used to generate the no-build and build volumes is provided in **Appendix F**.

## BACKGROUND GROWTH

The Ocala Marion TPO 2023 Online Traffic Counts Map provides preferred growth rates for the study roadways as documented in the traffic methodology in **Appendix B**. Based on the Online Traffic Counts Map, the estimated composite annual average growth rate for the study area is 1.05%. The growth rate is shown in **Table 3**. For conservative growth, the background growth of 2.00% per year plus vested trips have been used for future background conditions.

**Table 3: Growth Rate**

Segment	Limits	2023 AADT	Annual Growth Rate	Weighted Growth
SR 40	US 41 to Urban Area Boundary	8,500	-0.50%	-43
	Urban Area Boundary to SW 140 Avenue	8,500	-0.50%	-43
	SW 140 Avenue to CR 328	17,500	2.20%	385
	CR 328 to SW 110 Avenue	17,500	2.20%	385
	SW 110 Avenue to SW 85 Avenue	19,300	-0.22%	-42
	SW 85 Avenue to SW 80 Avenue	19,300	-0.22%	-42
	SW 80 Avenue to SW 60 Avenue	22,800	2.80%	638
	SW 60 Avenue to SW 52 Avenue	27,100	-2.00%	-542
CR 225A	SW 52 Avenue to I-75 Ramp (West)	31,500	-2.00%	-630
	SR 40 to US 27	7,400	10.80%	799
NW 110 Avenue	US 27 to CR 326	7,100	-0.80%	-57
	SR 40 to US 27	5,700	21.20%	1208
<b>Total</b>		192,200	-	2016
<b>Composite Annual Average Growth Rate</b>				<b>1.05%</b>

## FUTURE YEAR 2030 NO-BUILD VOLUMES

The selected 2.00% annual growth rate was applied to the existing 2024 roadway segment volumes and 2025 turning movement counts (shown in Figure 2, Figure 3, and Figure 4), to develop the future traffic volumes for 2030. To account for the anticipated future developments near the proposed site, vested trips from the Martingale development and the Original WEC Study were added to estimate the 2030 no-built volumes. Figure 5 and Figure 6 shows respectively the estimated 2030 traffic volumes under no-build conditions for both weekday PM and weekend Midday peak hour.

## TRIP GENERATION

The Daily, weekday PM, and weekend midday peak hour trip generation for the proposed development is summarized in Table 4. The projected trips were estimated based on the equations outlined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The proposed development includes a soccer complex with 36 fields, a 300-room hotel, an 18-hole mini golf course, 17,500 square feet of retail space, and a sit-down restaurant with an area of 13,500 square feet. The ITE Trip Generation summary sheets are available in Appendix G.

Table 4: Project Trip Generation

Land Use Type	ITE Code	Intensity	Weekday Daily	Saturday Daily	Weekday PM Peak Hour Trips			Saturday Peak Hour Trips		
					Total	In	Out	Total	In	Out
Soccer Complex	488	36 Fields	2,568	14,576	591	390	201	1349	648	701
25% reduction <sup>1</sup>	-	-	(642)	(3,644)	(148)	(98)	(50)	(337)	(162)	(175)
Net Soccer Complex	-	-	1,926	10,931	444	293	151	1,012	486	526
Hotel	310	300 Rooms	2,828	2,581	177	90	87	213	119	94
Mini Golf	431	18 Holes	-	-	6	2	4	-	-	-
Retail	822	17.5 Sq. Ft. GLA	968	-	115	58	57	115	59	56
HT (Sit-Down) Restaurant	932	13.5 Sq. Ft. GLA	1,447	1,652	122	75	47	151	77	74
<b>New Net External Trips</b>			<b>7,169</b>	<b>15,164</b>	<b>864</b>	<b>518</b>	<b>346</b>	<b>1,491</b>	<b>741</b>	<b>750</b>

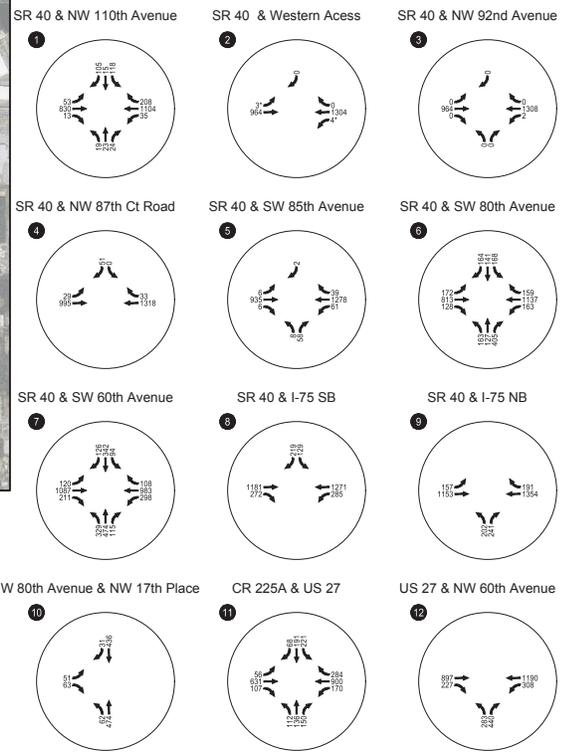
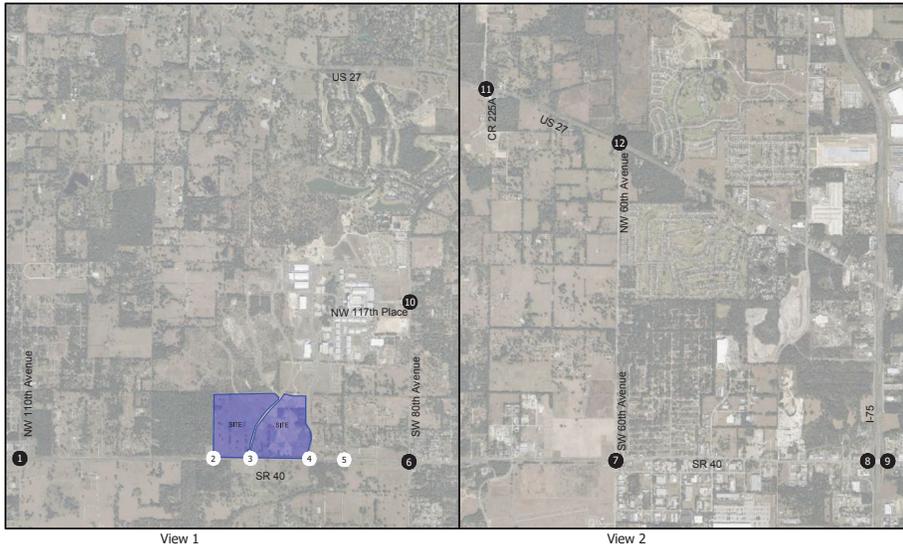
<sup>1</sup> A 25% reduction was applied because not all fields are expected to be in use concurrently

The proposed development is projected to generate a net total of 7,169 new weekday daily trips, including 864 new PM peak hour trips on weekdays and 1,491 new midday peak hour trips on weekends.

## TRIP DISTRIBUTION AND ASSIGNMENT

Based on general knowledge of local traffic patterns, accessibility to the site, and the socioeconomic land use patterns in the region, primary project traffic was estimated and assigned to adjacent roadways and intersections, as presented in **Figure 7**. The proposed development is expected to have about 85% of the project traffic on SR 40 from SW 80<sup>th</sup> Avenue to project eastern access point (SR40 and 85<sup>th</sup> Avenue) and remaining 15% on SR 40 from NW 110<sup>th</sup> Avenue to project western driveway.

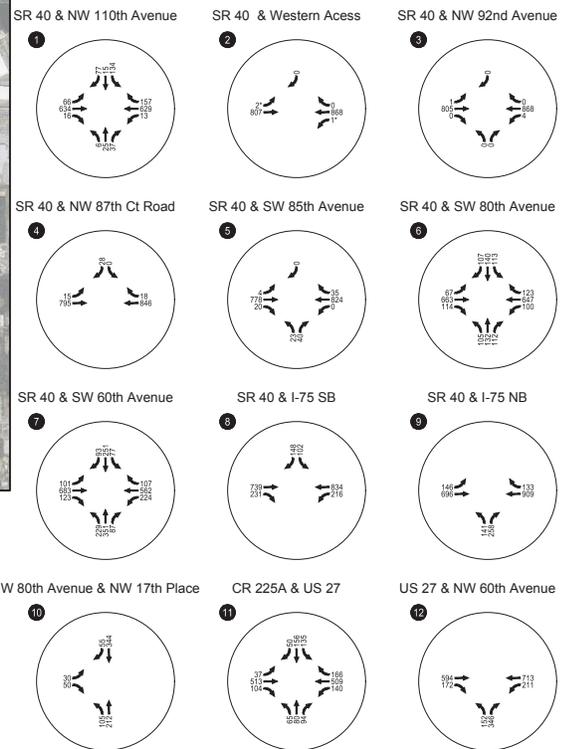
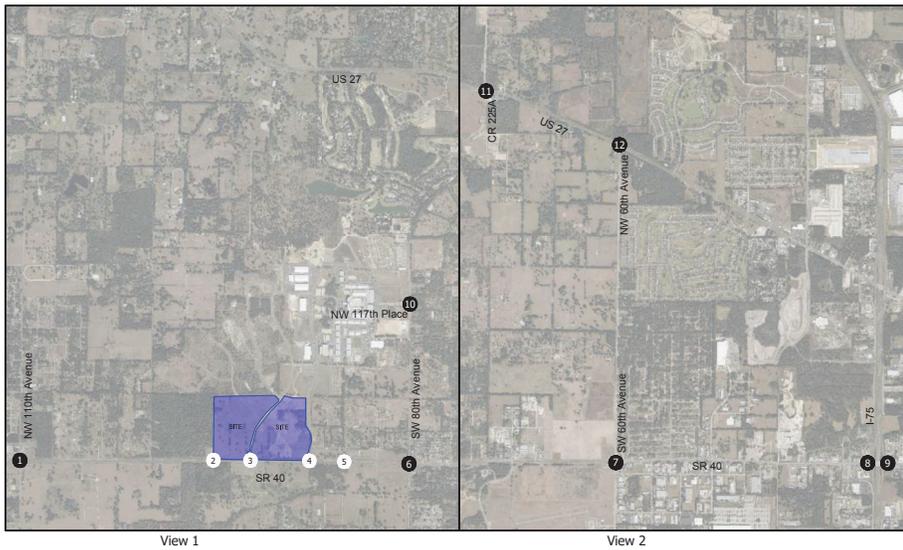
For 2045 analysis with and without NW 60<sup>th</sup> Avenue Extension north of US 27 has been evaluated for trip distribution. Based on roadway connectivity and shortest-path analysis, it has been determined that project traffic is highly unlikely to utilize the NW 60<sup>th</sup> Avenue extension north of US 27. SR 40, which is adjacent to the project site, provides direct access to I-75, making it a more efficient route. Additionally, access to the NW 49<sup>th</sup> Street extension can be achieved via CR 225A/NW 80<sup>th</sup> Avenue/NW 70<sup>th</sup> Avenue. Given that accessing NW 49<sup>th</sup> Street Extension via NW 60<sup>th</sup> Avenue/NW 60<sup>th</sup> Avenue extension would require an additional travel distance of approximately two miles along SR 40, this route is considered an unlikely choice for project traffic. Therefore, the NW 60<sup>th</sup> Avenue extension is expected to have minimal or no impact on trip distribution patterns.



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Background 2030 PM Weekday Traffic Volumes  
Ocala, Florida

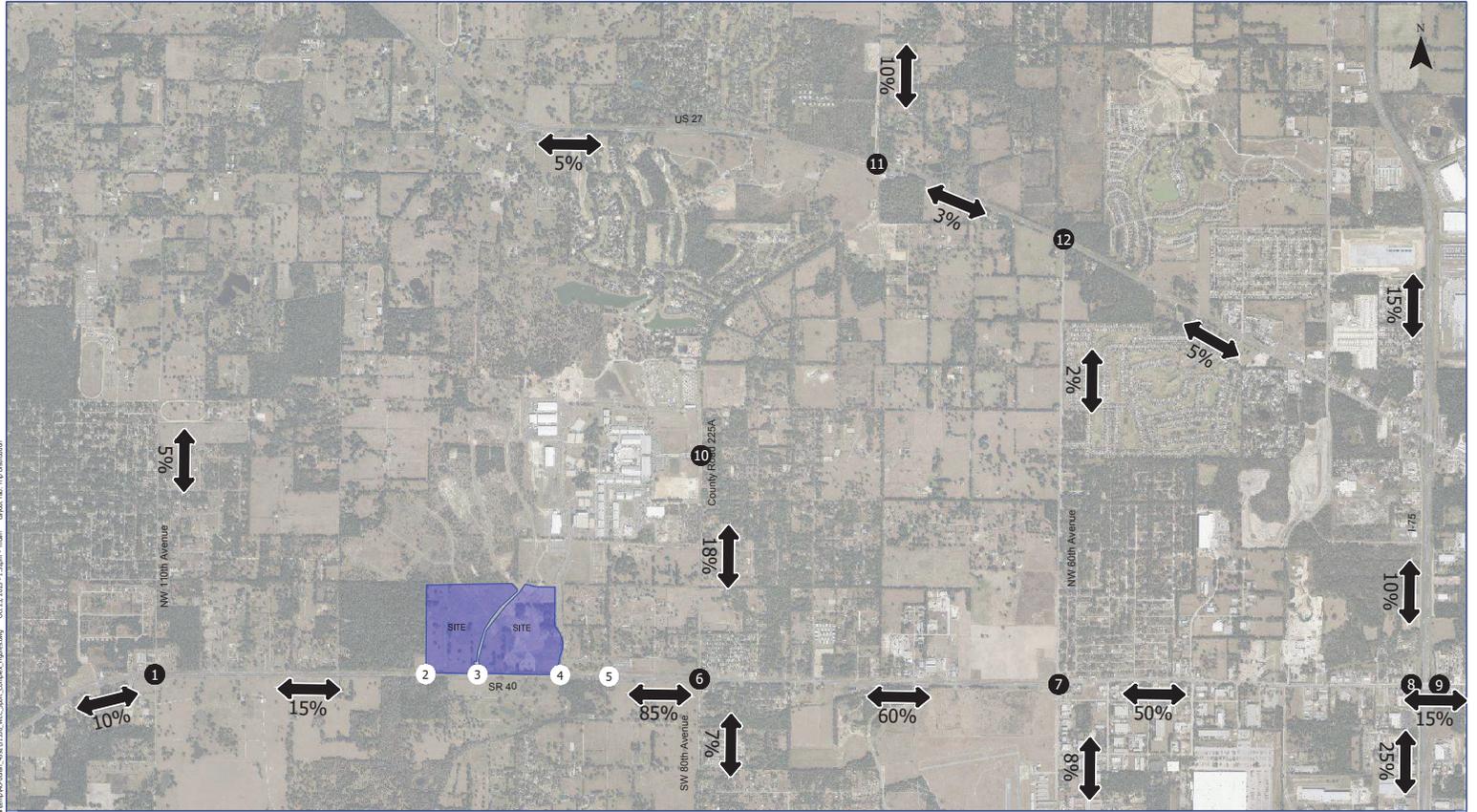
Figure  
5



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Background 2030 Midday Weekend Traffic Volumes  
Ocala, Florida

Figure  
6

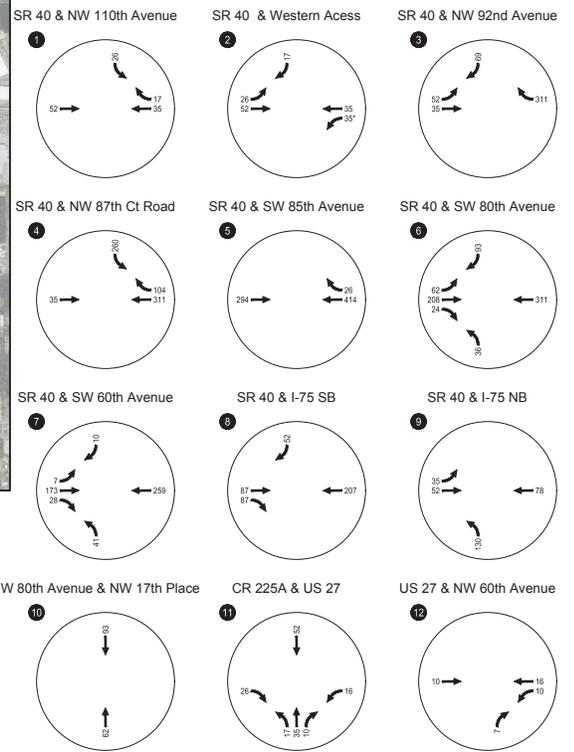
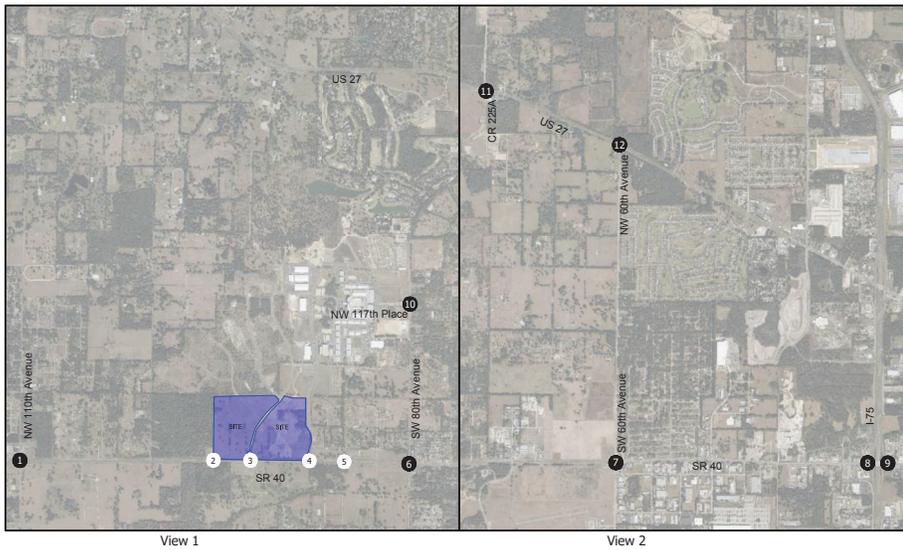


- ① Site Accesses
- Study Intersections

Trip Distribution  
Ocala, Florida  
Figure 7

## FUTURE YEAR 2030 BUILD VOLUMES

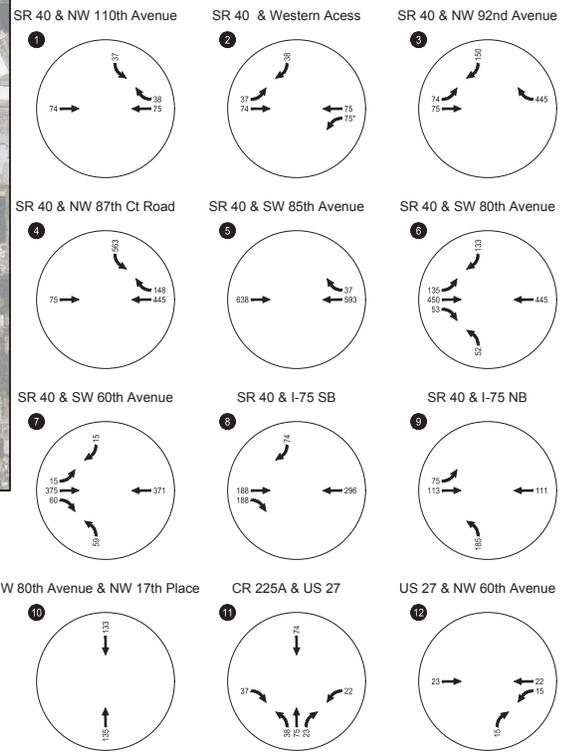
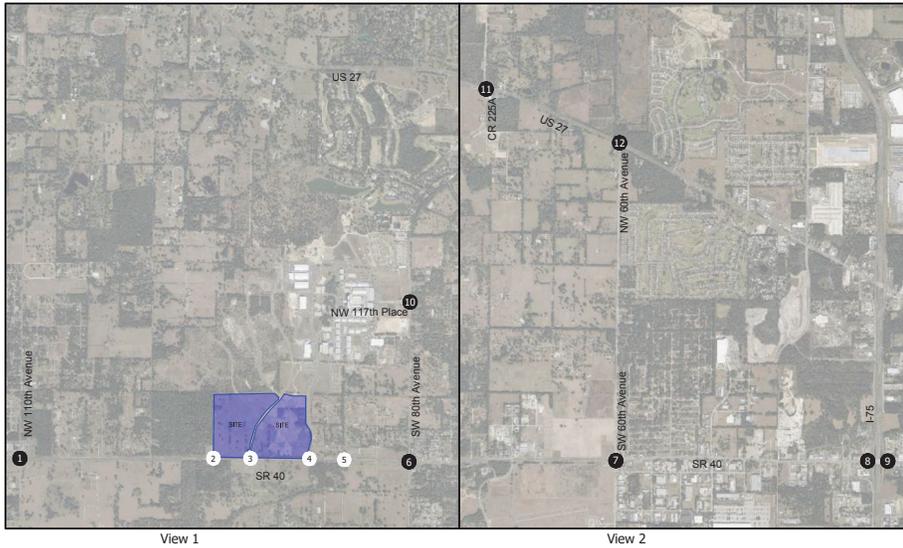
Based on the distribution illustrated in the **Figure 7**, project trips were estimated and added to the 2030 no-build volumes to develop the 2030 build volumes. **Figure 8** and **Figure 9** shows the project trips during the weekday PM and weekend Midday peak hours, respectively. The 2030 weekday PM and weekend Midday build volumes are shown respectively in **Figure 10** and **Figure 11**.



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

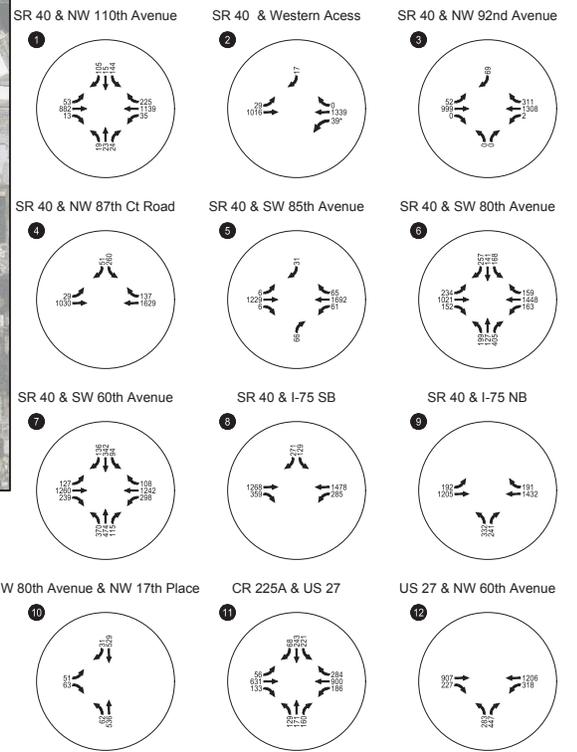
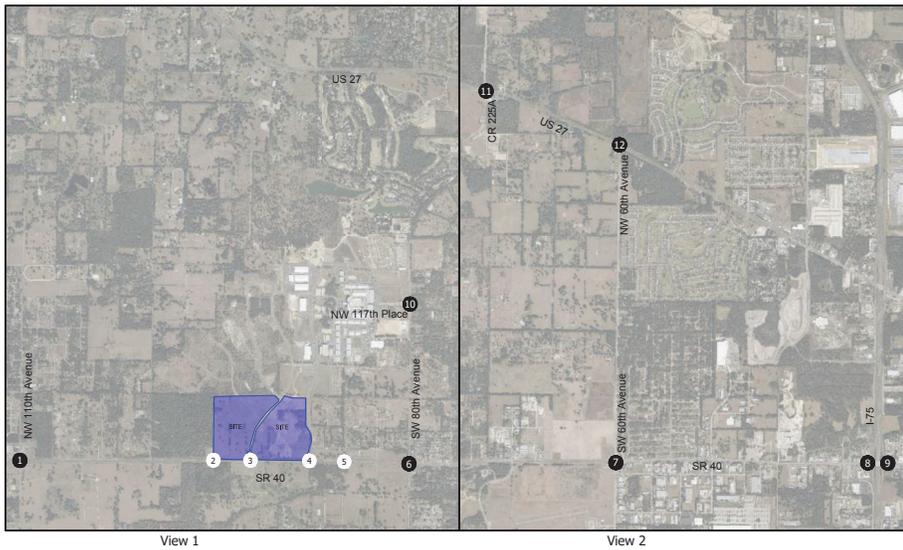
PM Weekday Project Trips  
Ocala, Florida

Figure  
8



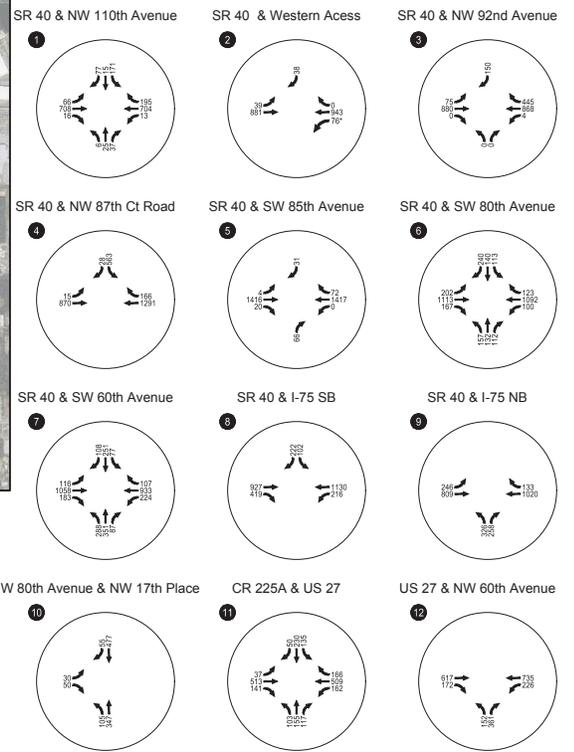
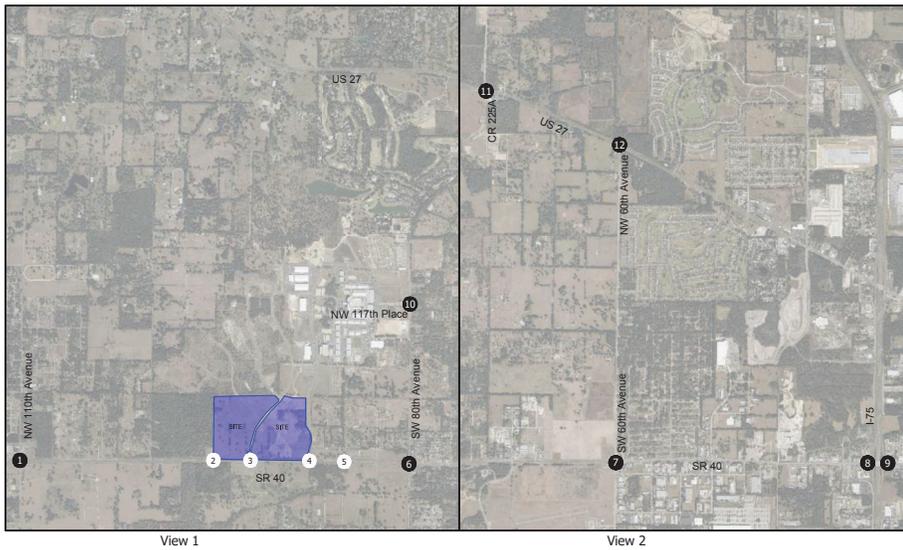
- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Midday Weekend Project Trips  
Ocala, Florida  
Figure 9



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Build 2030 PM Weekday Traffic Volumes  
 Ocala, Florida  
 Figure 10



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Build 2030 Midday Weekend Traffic Volumes  
Ocala, Florida  
Figure 11

## FUTURE YEAR 2027 VOLUMES

In coordination with Marion County, the following four study intersections were analyzed for the PM peak period for 2027.

- SR 40 at 80th Avenue
- SR 40 at 60th Avenue
- CR 225A at US 27
- US 27 at NW 60 Avenue

The 2027 PM traffic volumes for these intersections were obtained using the West Marion Transportation Planning Study (included in **Appendix E**) build traffic as our no-build traffic. **Figure 12** shows the 2027 no-build volumes. To get the 2027 build volumes, the project trips, distributed as shown in **Figure 7**, were added to the 2027 no-build volumes. **Figure 13** shows the 2027 volume under build condition.

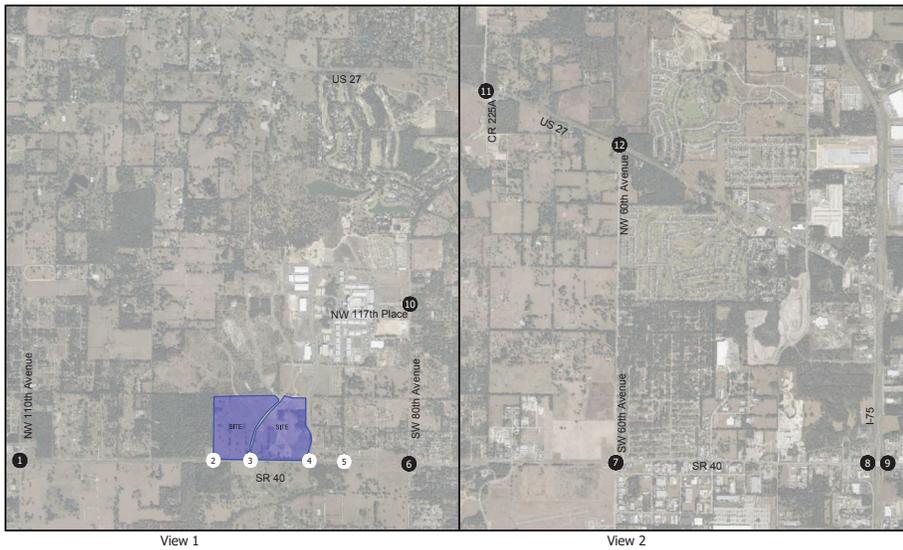
## FUTURE YEAR 2045 VOLUMES

For 2045 PM peak period, all twelve study intersections were analyzed. The weekday PM background traffic volumes for 2045 were obtained using the West Marion Transportation Planning Study (included in **Appendix E**) 2045 build volumes as background traffic volumes for the following four intersections for the no-build conditions:

- SR 40 at 80th Avenue
- SR 40 at 60th Avenue
- CR 225A at US 27
- US 27 at NW 60 Avenue

For the remaining eight intersections, the 2045 PM peak no-build volumes were developed using the 2.00% annual growth rate applied to the 2025 PM turning movement counts and adding the vested trips. **Figure 14** shows the 2045 no-build volumes.

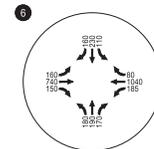
The distributed project trips shown in **Figure 7** were added to the 2045 no-build volumes to get the 2045 build volumes. **Figure 15** shows the 2045 build condition traffic volumes.



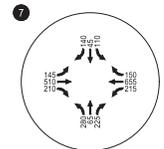
View 1

View 2

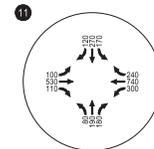
SR 40 & SW 80th Avenue



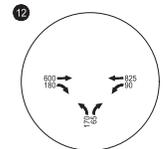
SR 40 & SW 60th Avenue



CR 225A & US 27



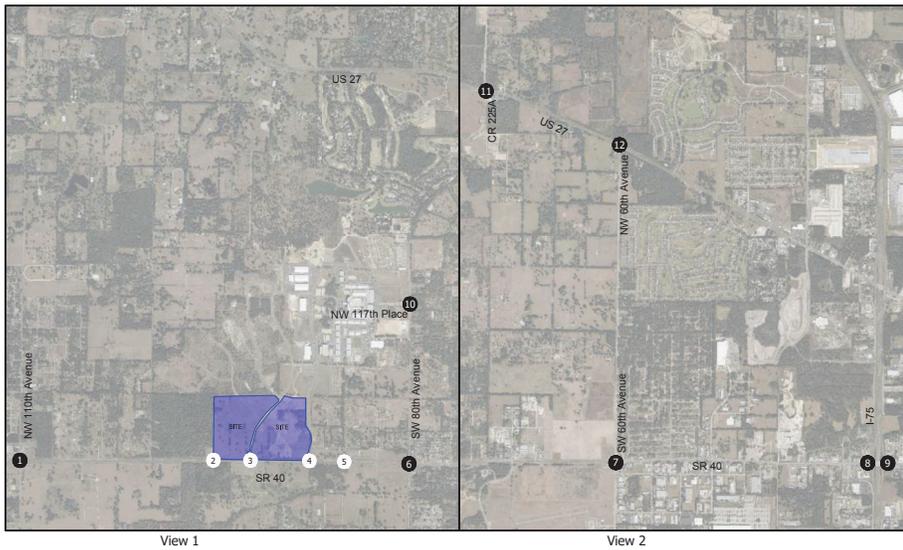
US 27 & NW 60th Avenue



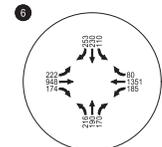
- ⓧ - Site Accesses
- - Study Intersections

No Build 2027 Weekday PM Traffic Volumes  
Ocala, Florida

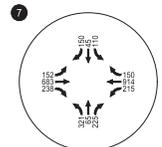
Figure  
12



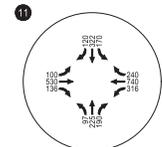
SR 40 & SW 80th Avenue



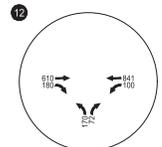
SR 40 & SW 60th Avenue



CR 225A & US 27



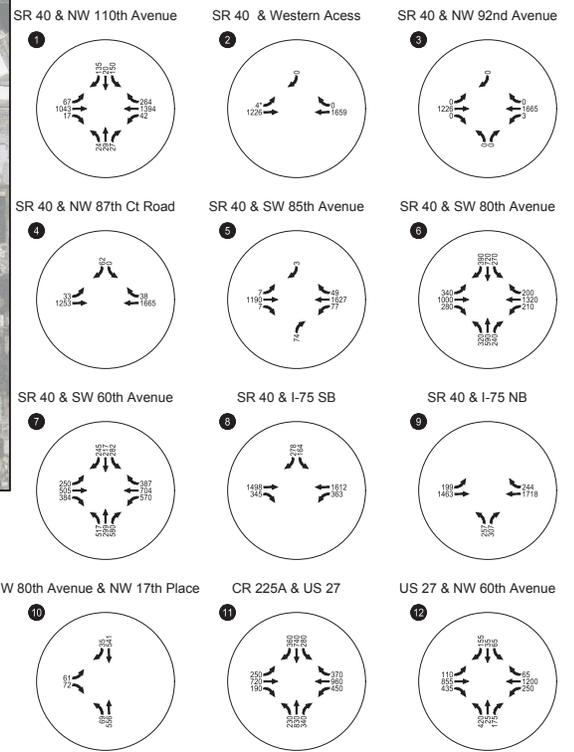
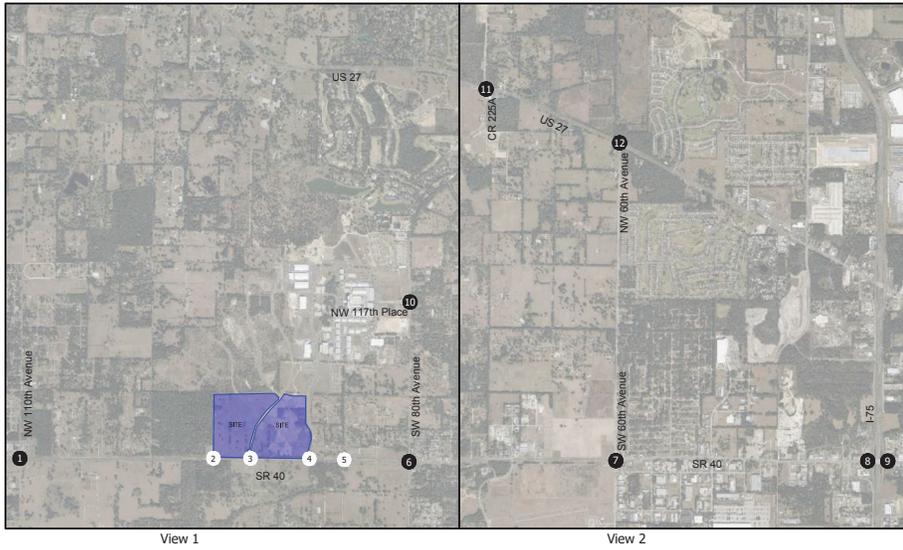
US 27 & NW 60th Avenue



- ⓧ - Site Accesses
- - Study Intersections

Build 2027 Weekday PM Traffic Volumes  
Ocala, Florida

Figure  
13



- \* - U-Turns
- ⊗ - Site Accesses
- ⊕ - Study Intersections

Background 2045 Weekday PM Traffic Volumes  
Ocala, Florida

Figure  
14





## Section 4 Future Conditions

## FUTURE CONDITIONS

This section summarizes the analysis of the future traffic conditions for before and after project buildout. The objective of this analysis was to determine the impacts of the site-generated traffic volumes on the surrounding roadways and study intersections.

### 2030 NO-BUILD ROADWAY CAPACITY ANALYSIS

The PM peak hour 2030 future background capacity analysis for the study area roadways is shown in **Table 5**. This scenario includes a background growth of 2.00% per year.

As summarized in **Table 5**, the analysis shows that the segments of CR 225 A and NW 100<sup>th</sup> Avenue operate at an acceptable level of service (LOS) and volume to capacity (v/c) ratio less than 1.00 under the no-build traffic conditions. Most segments of SR 40 also perform adequately, with v/c ratios under 1.00 and LOS D or better. However, the segments of SR 40 between the Urban Area Boundary and SW 110<sup>th</sup> Avenue exceeds capacity (v/c > 1.00) and operates at LOS E or better. SR 40 also operates near capacity between SW 60<sup>th</sup> Avenue and the I-75 west ramp, as well as between the I-75 east ramp and SW 27<sup>th</sup> Avenue, with volume-to-capacity (v/c) ratios exceeding 0.90.

Table 5: 2030 Future No-Build Roadway Capacity Analysis

Roadway	Limits	No. of Lanes	Func. Class	2028 Daily LOS	Daily Capacity	Pk Hr Pk Dir Capacity	Historical Growth	PM PH NB/EB Vol	PM PH SB/WB Vol	v/c
SR 40	US 41 to Urban Area Boundary	2	Arterial	D	14,000	730	2.00%	531	416	0.73
	Urban Area Boundary to SW 140 Ave	2	Arterial	D	8,200	430	2.00%	531	416	1.23
	SW 140 Avenue to CR 328	2	Arterial	E	8,200	430	2.00%	531	416	1.23
	CR 328 to SW 110 Ave	4	Arterial	C	19,600	970	2.00%	1,104	865	1.14
	SW 110 Ave to SW 85 Ave	4	Arterial	C	36,015	1,785	2.00%	1,253	981	0.70
	SW 85 Ave to SW 80 Ave	4	Arterial	C	36,015	1,785	2.00%	1,253	981	0.70
	SW 80 Ave to SW 60 Ave	4	Arterial	C	39,165	1,943	2.00%	1,463	1,145	0.75
	SW 60 Ave to SW 52 Ave	4	Arterial	C	38,430	1,901	2.00%	1,761	1,378	0.93
	SW 52 Ave to I-75 Ramp (West)	4	Arterial	D	38,430	1,901	2.00%	1,761	1,378	0.93
	I-75 Ramp (West) to I-75 Ramp (East)	4	Arterial	D	40,352	1,996	2.00%	1,761	1,378	0.88
	I-75 Ramp (East) to SW 33 Avenue	4	Arterial	D	38,430	1,901	2.00%	1,850	1,448	0.97
	SW 33 Ave to SW 27 Ave	4	Arterial	D	38,430	1,901	2.00%	1,850	1,448	0.97
	SW 27 Ave to SW Martin L. King Ave	4	Arterial	C	37,905	1,880	2.00%	1,343	1,051	0.71
SW Martin L. King Ave to US 441	4	Arterial	C	37,905	1,880	2.00%	1,313	1,028	0.70	
CR 225A	SR 40 to US 27	2	Collector	B	29,340	1,449	2.00%	408	318	0.28
	US 27 to CR 326	2	Collector	C	10,224	533	2.00%	430	336	0.81
NW 110 Avenue	SR 40 to US 27	2	Collector	B	9,270	486	2.00%	346	271	0.71

## 2030 NO-BUILD INTERSECTION CAPACITY ANALYSIS

The no-build intersection lane configurations remain unchanged from existing conditions, except for improvements at three intersections: two along SR 40 (SR 40 and SW 80th Avenue, and SR 40 and SW 60th Avenue) and one along US 27 (US 27 at NW 60th Avenue).

As part of the planned intersection improvements at SR 40 and SW 80th Avenue, SW 80th Avenue has been widened by two additional lanes. This expansion results in a new five-lane configuration for the northbound and southbound approaches at the intersection. The revised layout consists of one exclusive left-turn lane, one through lane, one shared through/right-turn lane, and two receiving lanes on each approach. The lane configurations for the no-build scenario are illustrated in **Figure 16**.

The results of the intersection capacity analysis for the weekday PM peak and weekend midday peak hours are summarized in **Table 6**. The analysis includes v/c ratios, delay per turning movement (in seconds), and the corresponding LOS, along with overall intersection delay (in seconds) and LOS for signalized intersections.

As shown in **Table 6**, under future no-build conditions (excluding project traffic), the study intersections are projected to operate at an overall LOS of E or better. However, the following movements are projected to have v/c ratio greater than 1:

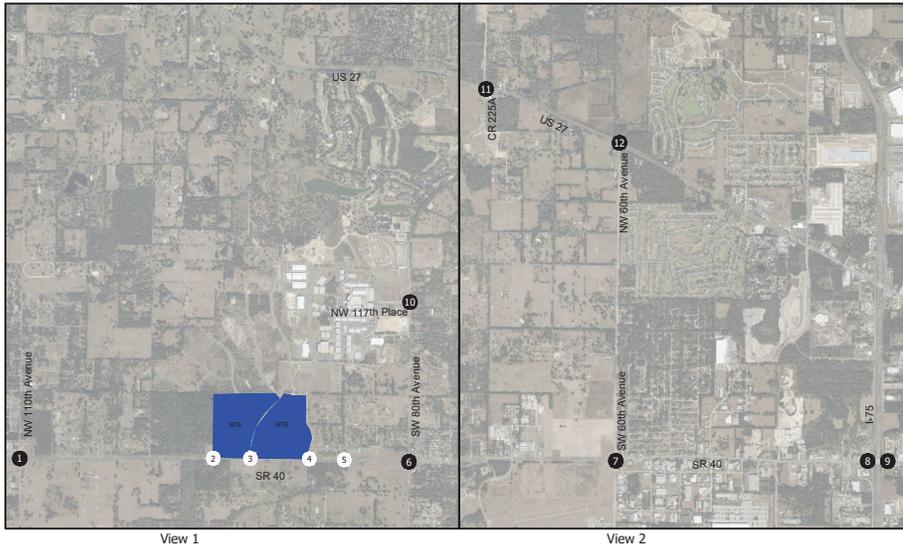
- SR 40 and SW 80th Avenue:
  - Westbound thru (v/c: 1.14)
- SR 40 and SW 60th Avenue:
  - Westbound left (v/c: 1.41)
- US 27 and SW 60th Avenue:
  - Westbound left (v/c: 1.36)

To address these deficiencies, the following intersection improvements have been proposed and evaluated based on the future no-build traffic volumes:

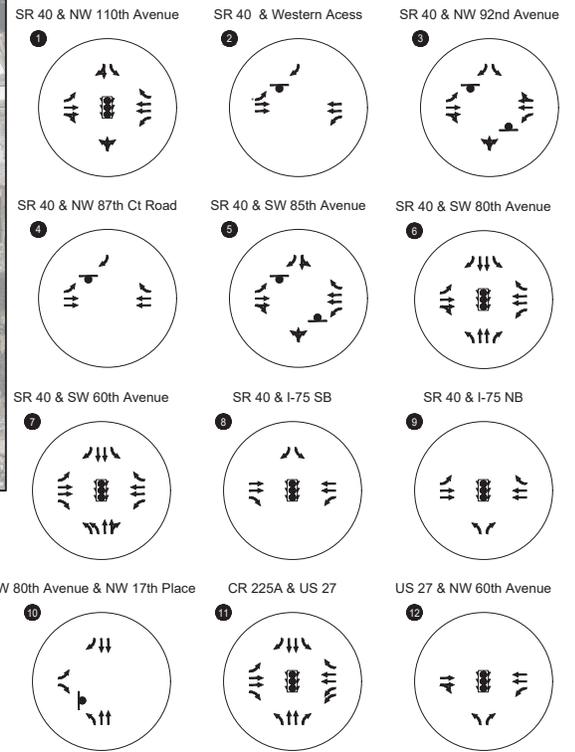
- SR 40 and SW 80th Avenue:
  1. Add a right turn lane with permitted overlap signal phase at both northbound and southbound approaches.
  2. Increase the signal timing cycle length from 125 seconds to 150 seconds.
- SR 40 and SW 60th Avenue:
  1. Add a second northbound left turn lane and change the existing permitted phase to protected phase.
  2. Add a permitted southbound right turn lane and change the share thru/right turn lane into thru only lane.
  3. Change the cycle length from 145 seconds to 160 seconds.
- US 27 and SW 60th Avenue:
  1. Increase the split for westbound left phase.

With the proposed improvements in place, the previously overcapacity movements are expected to operate at acceptable levels, as the volume-to-capacity (v/c) ratios are expected to drop below 1.0. These improvements are reflected in **Table 6**, specifically in rows 7, 9, and 15.

The 2030 no-build Synchro intersection report printouts are provided in **Appendix I**.



- \* - U-Turns
- Traffic Signal
- Stop Controlled
- Site Accesses
- Study Intersections



Background 2030 Lane Configurations  
Ocala, Florida

Figure  
16

**Table 6: 2030 No-Build Intersection Capacity Analysis**

Intersection	Control Type	Performance Measure	Weekday PM Peak Period					Weekend Midday Peak Period				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
1 – SR 40 at NW 110 Avenue	Signalized	Delay (s/veh)	16.9	14.7	16.4	25.1	26.9	15.9	14.7	15.8	18.7	19.8
		LOS	B	B	B	C	C	B	B	B	B	B
		v/c ratio*	-	0.62	0.76	0.22	0.47	-	0.54	0.58	0.15	0.35
2 – SR 40 at Western Driveway <sup>a</sup>	Stop Controlled	Delay (s/veh)	-	25.5	16.8	-	0	-	14.6	13.7	-	0
		LOS	-	D	C	-	A	-	B	B	-	A
		v/c ratio*	-	0.02	0.01	-	-	-	0.01	0.003	-	-
3 – SR 40 at NW 92 <sup>nd</sup> Avenue	Stop Controlled	Delay (s/veh)	-	0	10.4	0	0	-	9.7	9.5	0	0
		LOS	-	A	B	A	A	-	A	A	A	A
		v/c ratio*	-	-	0.003	-	-	-	0.001	0.005	-	-
4 – SR 40 at NW 87 <sup>th</sup> Court Road	Stop Controlled	Delay (s/veh)	-	13.3	-	-	16.2	-	10.2	-	-	11.8
		LOS	-	B	-	-	C	-	B	-	-	B
		v/c ratio*	-	0.07	-	-	0.15	-	0.02	-	-	0.05
5 – SR 40 at SW 85 <sup>th</sup> Avenue	Two-way Stop Controlled (TWSC)	Delay (s/veh)	-	12.4	10.7	16.1	69.4	-	9.8	0	17.3	25.4
		LOS	-	B	B	C	F	-	A	A	C	D
		v/c ratio*	-	0.01	0.09	0.18	0.4	-	0.006	-	0.19	0.15
6 – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	71.0	59.3	101.4	37.7	48.1	29.7	28.7	25.8	32.7	39
		LOS	E	E	F	D	D	C	C	C	C	D
		v/c ratio*	-	0.89	<b>1.14</b>	0.85	0.74	-	0.64	0.78	0.78	0.53
6i – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized (Improved)	Delay (s/veh)	45.2	37.9	37.1	63.8	63.7	33.3	31.4	28.4	39.4	38.8
		LOS	D	D	D	E	E	C	C	C	D	D
		v/c ratio*	-	0.89	0.88	0.87	0.78	-	0.80	0.86	0.75	0.73
7 – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	69	57.9	89.9	54.5	67.6	37.3	37.1	36.2	35	44.2
		LOS	E	E	F	D	E	D	D	D	D	D
		v/c ratio*	-	0.95	<b>1.41</b>	0.92	0.86	-	0.8	0.89	0.71	0.76
7i – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized (Improved)	Delay (s/veh)	51.6	46.1	40.1	62.7	76.9	33.3	31.4	28.4	39.4	38.8
		LOS	D	D	D	E	E	C	C	C	D	D
		v/c ratio*	-	0.88	0.93	0.84	0.9	-	0.8	0.86	0.75	0.73
8 – SR 40 at I-75 SB ramp	Signalized	Delay (s/veh)	13.7	17.8	4.1	-	91.1	11.5	15.6	2.4	-	75.6
		LOS	B	B	A	-	F	B	B	A	-	E
		v/c ratio*	-	0.56	0.83	-	0.87	-	0.38	0.49	-	0.83

Intersection	Control Type	Performance Measure	Weekday PM Peak Period					Weekend Midday Peak Period				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
9 - SR 40 at I-75 NB ramp	Signalized	Delay (s/veh)	17	8	14.5	92	-	10.7	1.2	8.7	79.7	-
		LOS	B	A	B	F	-	B	A	A	E	-
		v/c ratio*	-	0.58	0.58	0.89	-	-	0.35	0.4	0.83	-
10 - NW 80 <sup>th</sup> Avenue at NW 17 <sup>th</sup> Place	Stop Controlled	Delay (s/veh)	-	20.4	-	8.8	-	-	16.5	-	8.5	-
		LOS	-	C	-	A	-	-	C	-	A	-
		v/c ratio*	-	0.18	-	0.06	-	-	0.09	-	0.1	-
11 - CR 225A at US 27	Signalized	Delay (s/veh)	32.8	30	36.2	27.7	30.3	29.9	27.9	33.4	26.3	27.1
		LOS	C	C	C	C	C	C	C	C	C	C
		v/c ratio*	-	0.46	0.73	0.25	0.45	-	0.38	0.63	0.15	0.27
12 - US 27 at NW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	49.4	30.3	58.4	75.6	-	23.5	19.3	22.3	51.5	-
		LOS	D	C	E	E	-	C	B	C	D	-
		v/c ratio*	-	0.69	<b>1.36</b>	0.92	-	-	0.43	0.89	0.7	-
12i - US 27 at NW 60 <sup>th</sup> Avenue	Signalized (Improved)	Delay (s/veh)	36	42.2	24	75.6	-	21.5	19.6	18	51.5	-
		LOS	D	D	C	E	-	C	B	B	D	-
		v/c ratio*	-	0.81	0.92	0.92	-	-	0.43	0.87	0.7	-

\*v/c ratio reported for the highest movement  
 a the driveway is not built yet, and delays reflect U-turns

## 2030 BUILD ROADWAY CAPACITY ANALYSIS

**Table 7** presents the PM peak hour capacity analysis for the study area under the 2030 build scenario. The roadway capacity deficiencies identified under the 2030 no-build conditions, as shown in **Table 5**, have been carried forward into the capacity analysis for the 2030 build scenario. As such, the client should not be responsible for any capacity improvements on these roadway segments.

SR 40 operating near capacity under no-build conditions such as between SW 60<sup>th</sup> Avenue and the I-75 west ramp, and between the I-75 east ramp and SW 27<sup>th</sup> Avenue (with v/c ratios greater than 0.9), are projected to reach or exceed capacity under build condition. These segments are anticipated to have v/c ratios between 1 and 1.02. Accordingly, the client would be responsible for contributing a proportionate fair share toward the widening of these roadway segments.

## 2030 BUILD INTERSECTION CAPACITY ANALYSIS

The proposed development is planned to have four access points on SR 40. The access point locations and planned types are as follows:

- SR 40 and Western Driveway: Directional access (Left-In/Right-In/Right-Out)
- SR 40 and NW 92<sup>nd</sup> Avenue: Directional access (Left-In/Right-In/Right-Out)
- SR 40 and NW 87<sup>th</sup> Court Road: Full access and signalized
- SR 40 and SW 85<sup>th</sup> Avenue: Directional access (Right-In/Right-Out)

These intersections have been evaluated as the planned type under buildout conditions. The lane configurations for the buildout are shown in **Figure 17**. The results of the intersection capacity analysis for the weekday PM peak and weekend midday peaks hour under build out future conditions are shown in **Table 8**. The analysis reflects the v/c ratios, delays per turning movement (in seconds), and the operating LOS.

Note that the same improvement identified under the future no-build scenario was carried over to the future build scenario for the following intersections:

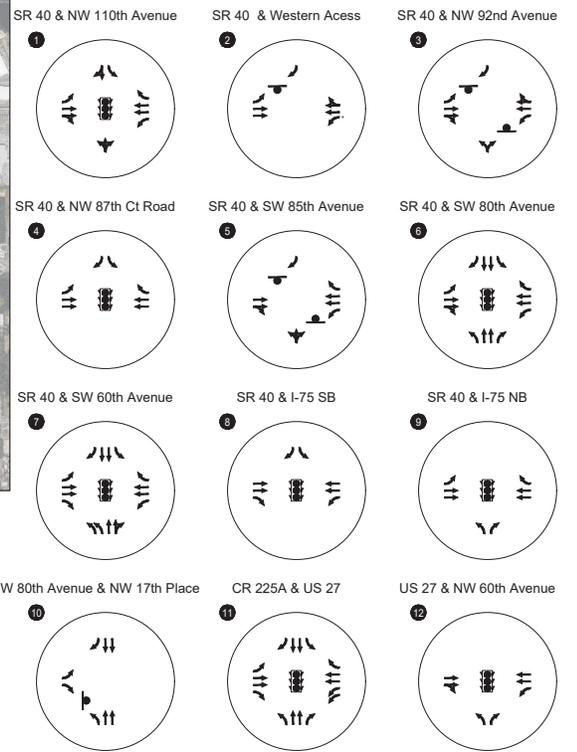
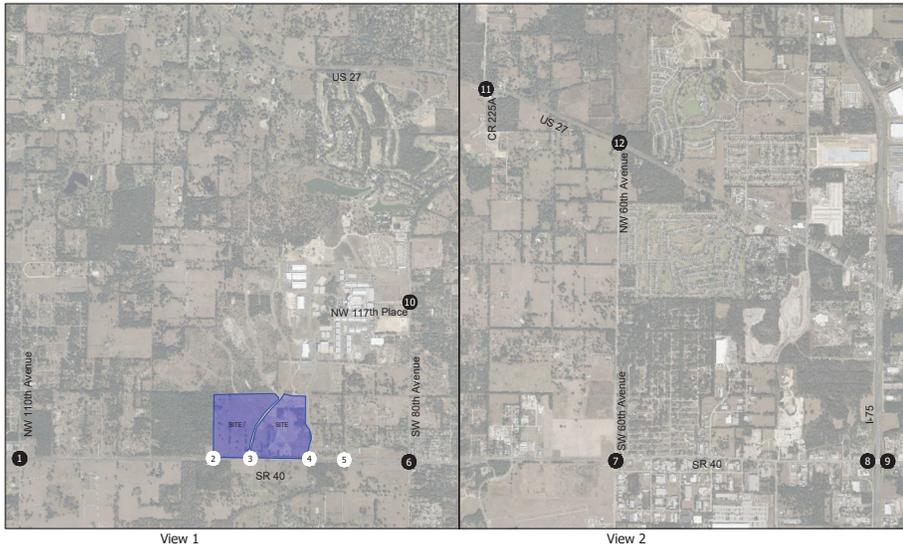
- SR 40 and SW 80<sup>th</sup> Avenue
- SR 40 and SW 60<sup>th</sup> Avenue
- US 27 and SW 60<sup>th</sup> Avenue

As shown in **Table 8**, turning movements at the four access points, SR 40 and Western Driveway, SR 40 and NW 92<sup>nd</sup> Avenue, SR 40 and NW 87<sup>th</sup> Court Road, and SR 40 and SW 85<sup>th</sup> Avenue, are projected to operate at Level of Service (LOS) D or better and at an acceptable v/c ratio (less than 1). The overall intersection at SR 40 and NW 87<sup>th</sup> Court Road is expected to operate at LOS A. The remaining intersections are projected to operate at LOS E or better, maintaining v/c ratio below 1.

The 2030 buildout conditions Synchro intersection report printouts are provided in **Appendix K**.

Table 7: 2030 Future Build Roadway Capacity Analysis

Roadway	Limits	No. of Lanes	Fun Class	LOS Std.	Daily Capacity	Pk Hour Pk Dir Capacity	Total No-Build Volumes		Max Model Distribution	Project Trips		Total Build Volumes		2030 Build v/c
							PM PH NB/EB Volume	PM PH SB/WB Volume		PM PH NB/EB Volume	PM PH SB/WB Volume	PM PH NB/EB Volume	PM PH SB/WB Volume	
SR 40	US 41 to Urban Area Boundary	2	Arterial	D	14,000	730	531	416	10%	52	35	583	451	0.80
	Urban Area Boundary to SW 140 Avenue	2	Arterial	D	8,200	430	531	416	10%	52	35	583	451	1.36
	SW 140 Avenue to CR 328	2	Arterial	E	8,200	430	531	416	10%	52	35	583	451	1.36
	CR 328 to SW 110 Avenue	4	Arterial	C	19,600	970	1,104	865	10%	52	35	1,156	900	1.19
	SW 110 Avenue to SW 85 Avenue	4	Arterial	C	36,015	1,785	1,253	981	15%	78	52	1,331	1,033	0.75
	SW 85 Avenue to SW 80 Avenue	4	Arterial	C	36,015	1,785	1,253	981	85%	294	440	1,547	1,421	0.87
	SW 80 Avenue to SW 60 Avenue	4	Arterial	C	39,165	1,943	1,463	1,145	60%	208	311	1,671	1,456	0.86
	SW 60 Avenue to SW 52 Avenue	4	Arterial	C	38,430	1,901	1,761	1,378	50%	173	259	1,934	1,637	1.02
	SW 52 Avenue to I-75 Ramp (West)	4	Arterial	D	38,430	1,901	1,761	1,378	50%	173	259	1,934	1,637	1.02
	I-75 Ramp (West) to I-75 Ramp (East)	4	Arterial	D	40,352	1,996	1,761	1,378	50%	173	259	1,934	1,637	0.97
	I-75 Ramp (East) to SW 33 Avenue	4	Arterial	D	38,430	1,901	1,850	1,448	15%	52	78	1,902	1,526	1.00
SW 33 Avenue to SW 27 Avenue	4	Arterial	D	38,430	1,901	1,850	1,448	15%	52	78	1,902	1,526	1.00	
SW 27 Avenue to SW Martin L. King Avenue	4	Arterial	C	37,905	1,880	1,343	1,051	15%	52	78	1,395	1,129	0.74	
SW Martin L. King Avenue to US 441	4	Arterial	C	37,905	1,880	1,313	1,028	15%	52	78	1,365	1,106	0.73	
CR 225A	SR 40 to US 27	2	Collector	B	29,340	1,449	408	318	18%	62	93	470	411	0.32
	US 27 to CR 326	2	Collector	C	10,224	533	430	336	10%	35	52	465	388	0.87
NW 110 Avenue	SR 40 to US 27	2	Collector	B	9,270	486	346	271	5%	17	26	363	297	0.75



- \* - U-Turns
- Traffic Signal
- Stop Controlled
- Site Accesses
- Study Intersections

Build 2030 Lane Configurations  
Ocala, Florida | Figure 17

**Table 8: Year 2030 Build Intersection Capacity Analysis**

Intersection	Control Type	Performance Measure	Weekday PM Peak Period					Weekend Midday Peak Period				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
1 – SR 40 at NW 110 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	17.2	14.8	16.5	25.7	28.1	16.4	15.1	16.3	18.7	20.4
		LOS	B	B	B	C	C	B	B	B	B	C
		v/c ratio*	-	0.63	0.77	0.22	0.48	-	0.55	0.65	0.15	0.45
2 – SR 40 at Western Driveway	Stop Controlled	Delay (s/veh)	-	17	19.9	-	15.2	-	10.4	17.5	-	12.4
		LOS	-	C	C	-	C	-	B	C	-	B
		v/c ratio*	-	0.10	0.15	-	0.05	-	0.06	0.22	-	0.08
3 – SR 40 at NW 92 <sup>nd</sup> Avenue	Stop Controlled	Delay (s/veh)	-	16.9	10.6	0	21.4	-	13.4	9.8	0	19.9
		LOS	-	C	B	A	C	-	B	A	A	C
		v/c ratio*	-	0.16	0.00	-	0.26	-	0.15	0.006	-	0.40
4 – SR 40 at NW 87 <sup>th</sup> Court Road	Stop Controlled	Delay (s/veh)	-	18.1	-	-	4978	-	14.3	-	-	3713
		LOS	-	C	-	-	F	-	B	-	-	F
		v/c ratio*	-	0.12	-	-	11.39	-	0.05	-	-	8.98
4 – SR 40 at NW 87 <sup>th</sup> Court Road	Signalized***	Delay (s/veh)	8.8	5.8	7.4	-	27.1	17.7	10.3	11.9	-	43.2
		LOS	A	A	A	-	C	B	B	B	-	D
		v/c ratio*	-	0.48	0.75	-	0.81	-	0.49	0.73	-	0.95
5 – SR 40 at SW 85 <sup>th</sup> Avenue	Two-way Stop Controlled (TWSC)	Delay (s/veh)	-	-	12.7	21.8	19.9	-	-	0	42.9	17.1
		LOS	-	-	B	C	C	-	-	A	E	C
		v/c ratio*	-	-	0.12	0.25	0.14	-	-	-	0.43	0.1
6 – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized**	Delay (s/veh)	54.7	44.1	52.8	73.5	65.9	42.1	38	35.9	56.1	60.2
		LOS	D	D	D	E	E	D	D	D	E	E
		v/c ratio*	-	0.93	0.94	0.89	0.81	-	0.9	0.82	0.63	0.70
7 – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized**	Delay (s/veh)	60.5	57.1	45.9	68.8	99.7	41.8	38.4	33.4	54.4	56.5
		LOS	E	E	D	E	F	D	D	C	D	E
		v/c ratio*	-	0.96	0.97	0.86	0.98	-	0.86	0.89	0.81	0.8
8 - SR 40 at I-75 SB ramp	Signalized	Delay (s/veh)	13.6	18.8	4.3	-	91.1	10.5	14.1	1.9	-	91.4
		LOS	B	B	A	-	F	B	B	A	-	F
		v/c ratio*	-	0.6	0.89	-	0.87	-	0.43	0.55	-	0.85
9 - SR 40 at I-75 NB ramp	Signalized	Delay (s/veh)	29.3	16.1	26.6	96.9	-	31.5	21.1	22	94.8	-
		LOS	C	B	C	F	-	C	C	C	F	-
		v/c ratio*	-	0.85	0.72	0.95	-	-	0.73	0.53	0.94	-

Intersection	Control Type	Performance Measure	Weekday PM Peak Period					Weekend Midday Peak Period				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
10 - NW 80 <sup>th</sup> Avenue at NW 17 <sup>th</sup> Place	Stop Controlled	Delay (s/veh)	-	24.8	-	9.1	-	-	21.5	-	9	-
		LOS	-	C	-	A	-	-	C	-	A	-
		v/c ratio*	-	0.22	-	0.07	-	-	0.13	-	0.11	-
11 - CR 225A at US 27	Signalized	Delay (s/veh)	33.4	29.9	37.6	28.6	30.7	31.3	29.5	35.6	27.9	27.9
		LOS	C	C	D	C	C	C	C	D	C	C
		v/c ratio*	-	0.46	0.8	0.3	0.47	-	0.6	0.72	0.25	0.29
12 - US 27 at NW 60 <sup>th</sup> Avenue	Signalized**	Delay (s/veh)	36.9	44	24.5	75.6	-	22.1	20.6	18.8	51.5	-
		LOS	D	D	C	E	-	C	C	B	D	-
		v/c ratio*	-	0.83	0.93	0.92	-	-	0.46	0.88	0.7	-

\*v/c ratio reported for the highest movement

\*\* Intersections improved in the background

\*\*\* Intersection converted from two-way stop to signalized.

## 2030 TURN LANE AND QUEUE ANALYSIS

A queueing analysis was conducted for the study intersections to determine the impacts of the project development on intersection queueing in the study area for the existing, background, and build scenarios. The required deceleration length is determined from the FDOT Design Manual Exhibit 212-1 for state roads. Design speed (posted speed plus five) was used for FDOT intersections. Table 9 shows the queueing results for the existing, background, and buildout conditions at these intersections and the Turn Lane spreadsheet can be found in **Appendix L**. The tables indicates whether the lane length is exceeded in the existing, background, or buildout condition.

FDOT guidance outlines how to design turn lanes (deceleration, storage, taper) but does not prescribe a universal "fix-it" trigger for shortfalls. In practice, gaps under 100 feet rarely affect intersection operations or safety in a meaningful way, yet correcting them can require milling, restriping, drainage, and signal work that tears up the road without commensurate returns. Accordingly, improvements will not be recommended for any movement with a documented deficiency under 100 feet. For movements with deficiencies exceeding 100 feet, improvements should be considered to reduce the deficiency. Based on discussions with Marion County, if the queue length is over 500 feet and/or the volume on the turning movement is over 300 vehicles per hour, a dual left-turn lane should be considered in lieu of extending the left-turn lane.

Based on the queueing analysis and a turn lane deficiency exceeding 100 feet, the following left turn movements have been identified as turn lanes that need improvement due to the background condition. The left-turn lanes in bold indicate that the queue length or volume indicate that dual left-turn lanes should be considered in lieu of extending the left-turn lane (>500 feet queue length and/or more than 300 vehicles/hour).

- SR 40 at NW 110th Avenue
  - Southbound Left Turn: Deficiency - 173 feet
- SR 40 at SW 80th Avenue
  - **Northbound Left Turn: Deficiency - 310 feet (addressed in the West Marion Planning Study for 2045)**
  - Southbound Left Turn: Deficiency - 273 feet (addressed in the West Marion Planning Study for 2045)
  - **Eastbound Left Turn: Deficiency - 218 feet (addressed in the West Marion Planning Study for 2045)**
  - **Westbound Left Turn: Deficiency - 173 feet (addressed in the West Marion Planning Study for 2045)**
- SR 40 at SW 60th Avenue
  - **Northbound Left Turn: Deficiency - 550 feet (addressed in the West Marion Planning Study for 2045)**
  - **Westbound Left Turn: Deficiency - 503 feet (addressed in the West Marion Planning Study for 2045)**
- SR 40 at I-75 SB ramp
  - **Westbound Left Turn: Deficiency - 415 feet**
- SR 40 at I-75 NB ramp
  - Eastbound Left Turn: Deficiency - 290 feet
- US 27 at SW 60th Avenue
  - **Westbound Left Turn: Deficiency - 768 feet**
- CR 225A at US 27
  - Eastbound Left Turn: Deficiency - 185 feet (addressed in the West Marion Planning Study)
  - **Westbound Left Turn: Deficiency - 243 feet (addressed in the West Marion Planning Study for 2027 and 2045)**

The following intersections have a turning movement where a turn lane deficiency is caused by the project. However, any deficiencies under 100 feet are not recommended for improvements.

- SR 40 at NW 110<sup>th</sup> Avenue
  - Southbound Left Turn (22 feet)

- Westbound Right Turn (7 feet)
- SR 40 at NW 87<sup>th</sup> Court Road
  - Westbound Right Turn (15 feet)
- SR 40 at SW 80<sup>th</sup> Avenue
  - Westbound Left Turn (12 feet)
  - Eastbound Left Turn (130 feet)
  - Southbound Left Turn (27 feet)
- SR 40 at SW 60<sup>th</sup> Avenue
  - Southbound Left Turn (97 feet)
  - Eastbound Left Turn (50 feet)
- SR 40 at I-75 SB ramp
  - Westbound Left Turn (53 feet)
- SR 40 at I-75 NB ramp
  - Eastbound Left Turn (113 feet)
- CR 225A at US 27
  - Westbound Left Turn (20 Feet)
  - Northbound Left Turn (25 Feet)

Table 9: Intersection Queue Analysis

Intersection	Movement	Speed	Total Existing Lane Length (ft)	Required Deceleration (ft)	Existing Conditions Analysis			2030 Future Background Conditions Analysis			2030 Future Buildout Conditions Analysis			Cause for Deficiency (ft due to project)
					95 <sup>th</sup> % Queue (ft)	Total Required Turn Lane Length (ft)	Lane Length Def (ft)	95 <sup>th</sup> % Queue (ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	95 <sup>th</sup> % Queue (ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	
SR 40 at NW 110 Avenue	SBL	45	195	290	63	353	158	78	368	173	100	390	195	22
	WBR	55	435	405	45	450	15	53	458	23	60	465	30	7
	WBL	55	475	405	18	423	0	28	433	0	30	435	0	N/A
SR 40 at Western Driveway	EBL	55	485	405	35	440	0	43	448	0	45	450	0	N/A
	EBL	55	420	405	0	405	0	0	405	0	8	413	0	N/A
SR 40 at NW 92 <sup>nd</sup> Avenue	WBL	55	495	405	0	405	0	0	405	0	13	418	0	N/A
	EBL	55	420	405	0	405	0	0	405	0	15	420	0	N/A
SR 40 at NW 87 <sup>th</sup> Court Road	WBL	55	485	405	0	405	0	0	405	0	0	405	0	N/A
	WBR	55	355	405	0	405	50	0	405	50	15	420	65	15
SR 40 at SW 85 <sup>th</sup> Avenue	EBL	55	440	405	3	408	0	5	410	0	13	418	0	N/A
	WBL	55	475	405	8	413	0	8	413	0	10	415	0	N/A
SR 40 at SW 80 Avenue	WBR	55	355	405	0	405	50	0	405	50	0	405	50	N/A
	EBL	55	475	405	0	405	0	0	405	0	3	408	0	N/A
	WBL	55	515	405	203	608	93	283	688	173	295	700	185	12
SR 40 at SW 60 Avenue	NBL	45	225	290	188	478	253	245	535	310	115	405	180	N/A
	SBL	45	180	290	170	460	280	163	453	273	190	480	300	27
	EBL	55	490	405	148	553	63	303	708	218	433	838	348	130
	WBL	55	515	405	203	608	93	283	688	173	295	700	185	12
SR 40 at SW 60 Avenue	WBR	55	635	405	70	475	0	115	520	0	5	410	0	N/A
	NBL	45	185	290	323	613	428	445	735	550	303	593	408	N/A
	SBL	45	370	290	103	393	23	128	418	48	225	515	145	97
	EBL	55	605	405	173	578	0	215	620	15	265	670	65	50
	EBR	55	860	405	150	555	0	198	603	0	138	543	0	N/A
SR 40 at I-75 SB ramp	WBL	55	690	405	555	960	270	788	1193	503	535	940	250	N/A
	WBR	55	690	405	68	473	0	88	493	0	78	483	0	N/A
SR 40 at I-75 NB ramp	WBL	45	100	290	130	420	320	225	515	415	278	568	468	53
CR 225A at US 26	EBL	45	105	290	60	350	260	105	395	305	218	508	418	113
	EBL	65	310	405	68	473	163	90	495	185	90	495	185	N/A
	WBL	65	300	405	83	488	188	138	543	243	158	563	263	20
US 27 at SW 60 <sup>th</sup> Avenue	NBL	40	230	185	70	255	25	113	298	68	138	323	93	25
	WBL	55	390	405	573	978	588	753	1158	768	460	865	475	N/A
NW 80 <sup>th</sup> Ave at NW 17 <sup>th</sup> Place	SBL	45	250	290	0	290	40	0	290	40	0	290	40	N/A
	NBL	45	365	290	3	293	0	5	295	0	5	295	0	N/A

# FUTURE YEAR 2027 AND 2045 EVALUATION

Future traffic conditions for year 2027 and 2045 for both build and no-build conditions have been analyzed to supplement the request from the Marion County. The traffic volumes for weekday PM peak period for year 2027 (at four study intersections) and 2045 (at all study intersections) were estimated. These estimates incorporate PM peak period traffic volume for the years 2027 and 2045, as developed in the West Marion Transportation Planning Study (conducted by Kimley-Horn in September 2023), and distributed project trips. The excerpt of the West Marion Transportation Planning Study is included in **Appendix E**. The spreadsheet used to generate the no-build and build volumes is provided in **Appendix F**.

## YEAR 2027 INTERSECTION CAPACITY ANALYSIS

The intersection lane configurations were aligned with the build conditions of the West Marion Transportation Planning Study and is shown in **Figure 18**, by incorporating the intersection geometry improvements as specified in the planning study (included in **Appendix E**) as the background condition the WEC 2027 analysis. The results of the intersection capacity analysis for the weekday PM peak hours under both no-build and build conditions are summarized in **Table 10**.

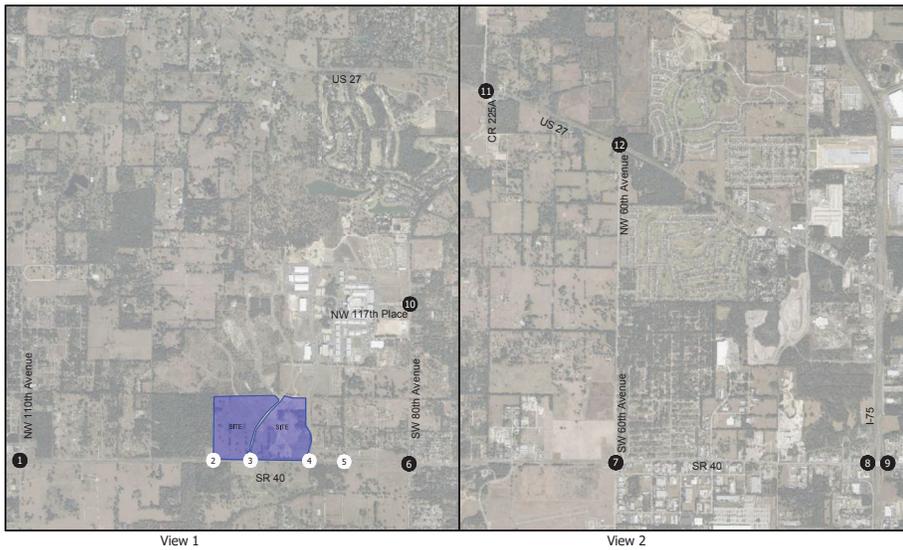
As shown in **Table 10**, all four study intersections operate at an overall Level of Service (LOS) D or better the no-build condition, with all v/c ratio below 1.00

Under the buildout condition, the eastbound, westbound and northbound movement at SR 40 and SW 80th Avenue are projected to experience insufficient capacity are also projected to operate over capacity under the build condition ( $v/c > 1$ ). All other intersections are anticipated to operate within acceptable v/c ratios under both no-build and build conditions. No improvements are proposed for the deficient intersection in 2027, as improvements have already been recommended in the 2030 No-Build Intersection Capacity Analysis.

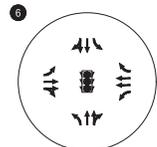
The 2027 no-build Synchro intersection report printouts are provided in **Appendix I** and the 2027 buildout conditions Synchro intersection report printouts are provided in **Appendix K**.

**Table 10. 2027 Intersection Capacity Analysis**

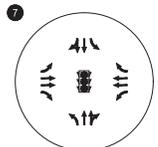
Intersection	Control Type	Performance Measure	PM Peak Period (No-Build Condition)					PM Peak Period (Build Condition)				
			Overall	EB	WB	NB	SB	Overall	EB	WB	NB	SB
6 – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	38.4	37.6	39.2	32.8	43.6	73.5	62.8	92	63	55.6
		LOS	D	D	D	F	D	E	E	F	E	E
		v/c ratio*	-	0.85	0.87	0.73	0.75	-	<b>1.06</b>	<b>1.11</b>	<b>1.02</b>	0.85
7 – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	32.8	32.9	32.9	30.1	36.9	40	37.7	40.8	39.2	46.5
		LOS	C	C	C	C	D	D	D	D	D	D
		v/c ratio*	-	0.81	0.85	0.69	0.72	-	0.84	0.88	0.79	0.78
11 - CR 225A at US 27	Signalized	Delay (s/veh)	33.5	24.6	31.1	45.3	48.2	34.6	25.7	32.6	45	47
		LOS	C	C	C	D	D	C	C	C	D	D
		v/c ratio*	-	0.5	0.83	0.37	0.37	-	0.5	0.84	0.46	0.66
12 - US 27 at NW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	17.3	22.9	11.1	25.8	-	17.4	23	11.3	26.3	-
		LOS	D	C	B	C	-	B	C	B	C	-
		v/c ratio*	-	0.72	0.45	0.51	-	-	0.72	0.48	0.52	-



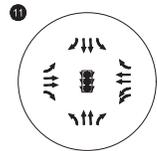
SR 40 & SW 80th Avenue



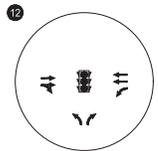
SR 40 & SW 60th Avenue



CR 225A & US 27



US 27 & NW 60th Avenue



- Traffic Signal
- Stop Controlled
- Site Accesses
- Study Intersections

No Build 2027 Lane Configurations  
Ocala, Florida

Figure  
18

# YEAR 2045 NO-BUILD INTERSECTION CAPACITY ANALYSIS

The 2045 intersection no build lane configurations as illustrated in **Figure 19**, incorporate the geometric improvements specified in the West Marion Transportation Planning Study. Further details are provided in **Appendix E**. The results of the intersection capacity analysis for the weekday PM peak hours under no-build conditions are summarized in **Table 11**.

All study intersections operate at an overall LOS of E or better in 2045 under no-build conditions, except the southbound left movement of CR 225A and US 27 has a v/c ratio greater than 1. However, optimizing the signal splits for CR 225A and US 27 reduced the v/c ratio below 1 for that movement as shown in row 12 of **Table 11**.

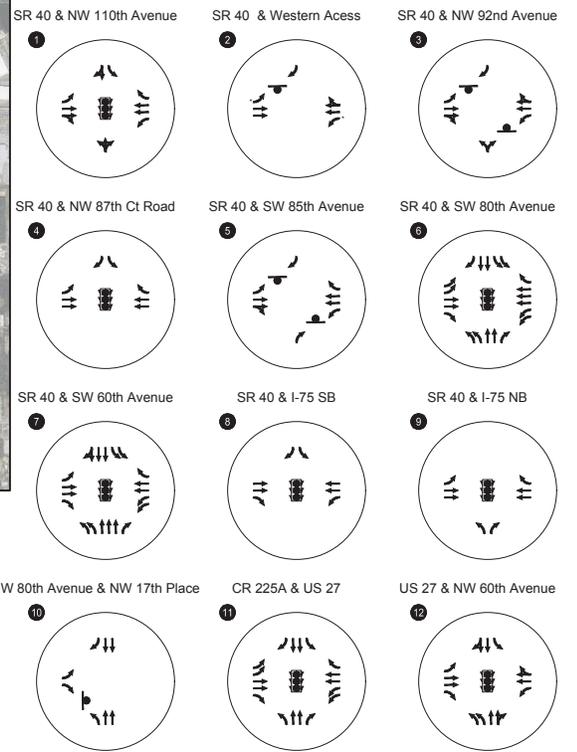
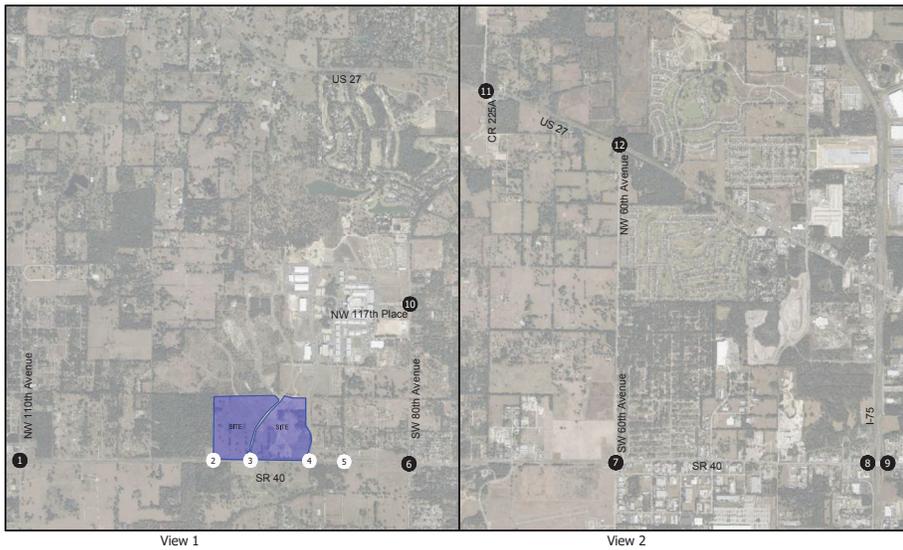
The 2045 no-build Synchro intersection report printouts are provided in **Appendix I**.

**Table 11. 2045 No-build Intersection Capacity Analysis**

Intersection	Control Type	Performance Measure	PM Peak Period (No-Build Condition)				
			Overall	EB	WB	NB	SB
1 – SR 40 at NW 110 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	21.6	17.4	21.7	30.1	35.2
		LOS	C	B	C	C	D
		v/c ratio*	-	0.77	0.87	0.41	0.60
2 – SR 40 at Western Driveway	Stop Controlled	Delay (s/veh)	-	20.9	23.4	-	0
		LOS	-	C	C	-	A
		v/c ratio*	-	0.02	0.03	-	-
3 – SR 40 at NW 92 <sup>nd</sup> Avenue	Stop Controlled	Delay (s/veh)	-	0	11.9	0	0
		LOS	-	A	B	A	A
		v/c ratio*	-	-	0.006	-	-
4 – SR 40 at NW 87 <sup>th</sup> Court Road	Signalized	Delay (s/veh)	4.4	3.6	4.3	-	22.8
		LOS	A	A	A	-	C
		v/c ratio*	-	0.54	0.71	-	0.41
5 – SR 40 at SW 85 <sup>th</sup> Avenue	Two-way Stop Controlled (TWSC)	Delay (s/veh)	-	15.4	12.7	16	17.1
		LOS	-	C	B	C	C
		v/c ratio*	-	0.02	0.15	0.22	0.01
6 – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	53.3	51.2	51.7	51.6	59.3
		LOS	D	D	D	D	E
		v/c ratio*	-	0.92	0.93	0.86	0.96
7 – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	56.1	49.3	56.4	55.7	66.3
		LOS	E	D	E	E	E

Intersection	Control Type	Performance Measure	PM Peak Period (No-Build Condition)				
			Overall	EB	WB	NB	SB
		v/c ratio*	-	0.91	0.88	0.91	0.88
8 - SR 40 at I-75 SB ramp	Signalized	Delay (s/veh)	24.5	37.3	8.7	-	98.6
		LOS	C	D	A	-	F
		v/c ratio*		0.84	0.96		0.9
9 - SR 40 at I-75 NB ramp	Signalized	Delay (s/veh)	27.7	15.8	29.6	93.1	-
		LOS	C	B	C	F	-
		v/c ratio*	-	0.9	0	0.91	0
10 - NW 80 <sup>th</sup> Avenue at NW 17 <sup>th</sup> Place	Stop Controlled	Delay (s/veh)	-	27.9	-	9.2	-
		LOS	-	D	-	A	-
		v/c ratio*	-	0.29	-	0.08	-
11 - CR 225A at US 27	Signalized	Delay (s/veh)	65.8	61.6	67	66.1	68.2
		LOS	E	E	E	E	E
		v/c ratio*	-	0.93	0.98	0.97	1.08
11i - CR 225A at US 27	Signalized (Optimized signal split)	Delay (s/veh)	67.1	70.9	71.5	64.5	57.7
		LOS	E	E	E	E	E
		v/c ratio*	-	0.99	0.98	0.97	0.98
12 - US 27 at NW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	51.2	51.2	34.3	76.8	107.7
		LOS	D	D	C	E	F
		v/c ratio*	-	0.81	0.92	0.89	0.96

\*v/c ratio reported for the highest movement



- \* - U-Turns
- Traffic Signal
- Stop Controlled
- Site Accesses
- Study Intersections

Background 2045 Lane Configurations  
Ocala, Florida | Figure 19

# YEAR 2045 BUILD INTERSECTION CAPACITY ANALYSIS

The 2045 intersection build lane configurations is illustrated in **Figure 20**. **Table 12** summarizes the results of the intersection capacity analysis for 2045 buildout conditions. The study intersections are projected to operate at an overall LOS of E or better. However, the following movements are projected to have v/c ratio greater than or equal to 1:

- SR 40 and SW 80<sup>th</sup> Avenue:
  - Eastbound (v/c: 1.10) and westbound (v/c: 1.15)
- SR 40 and I-75 Southbound Ramp:
  - Westbound (v/c: 1.06) and northbound (v/c: 1.05)
- US 27 and CR 225A:
  - Westbound (v/c: 1.03), Northbound (v/c: 1.01), Southbound at capacity (v/c: 1.00)

To supplement the request from Marion County, the following intersection improvements have been proposed and evaluated based on 2045 buildout traffic conditions:

- SR 40 and SW 80<sup>th</sup> Avenue:
  1. Add an additional eastbound thru lane.
  2. Increase the signal timing cycle length from 120 seconds to 160 seconds.
- SR 40 and I-75 Northbound Ramp:
  1. Add an additional northbound left turn lane.
- US 27 and CR 225A:
  1. Increase the signal timing cycle length from 130 seconds to 155 seconds.

With the proposed improvements in place, the previously overcapacity movements are expected to operate at acceptable levels, as the volume-to-capacity (v/c) ratios are expected to drop below 1.0. These improvements are reflected in **Table 12**, specifically in rows 7, 11, and 14.

Please note that the West Marion Transportation Planning Study has accounted for the NW 49<sup>th</sup> Street extension from CR 225A to I-75 and the northern extension of 60<sup>th</sup> Avenue (refer to **Appendix E**, Figures 11 and 12 in the planning study report). The projected traffic volumes for the year 2045 at intersections including SR 40 at SW 80<sup>th</sup> Avenue, SR 40 at SW 60<sup>th</sup> Avenue, US 27 at SW 60<sup>th</sup> Avenue, and CR 225A at US 27, as derived from the West Marion Transportation Planning Study, should reflect expected conditions at these intersections after the proposed extensions. Based on roadway connectivity and shortest-path analysis, these extensions are expected to be rarely used by project traffic. Therefore, the distribution of project trips is expected not to change due to these extensions. Figure 14. 2045 No-Build Volumes

However, the additional network shows a reduction in the overall volume on parallel segments of US 27 and the interchange. Furthermore, as Golden Ocala continues to develop through its entitlements around US 27, the extension of NW 60<sup>th</sup> would provide further parallel relief and alternative pathing for traffic in the area heading to and from I-75.

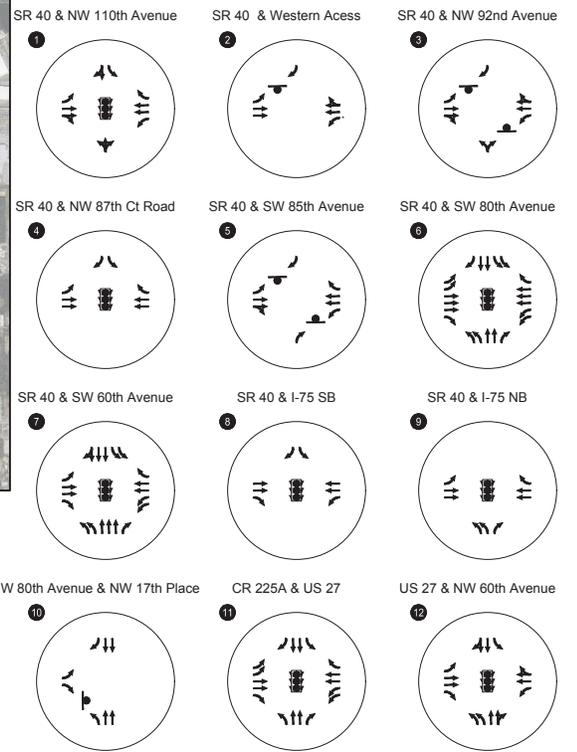
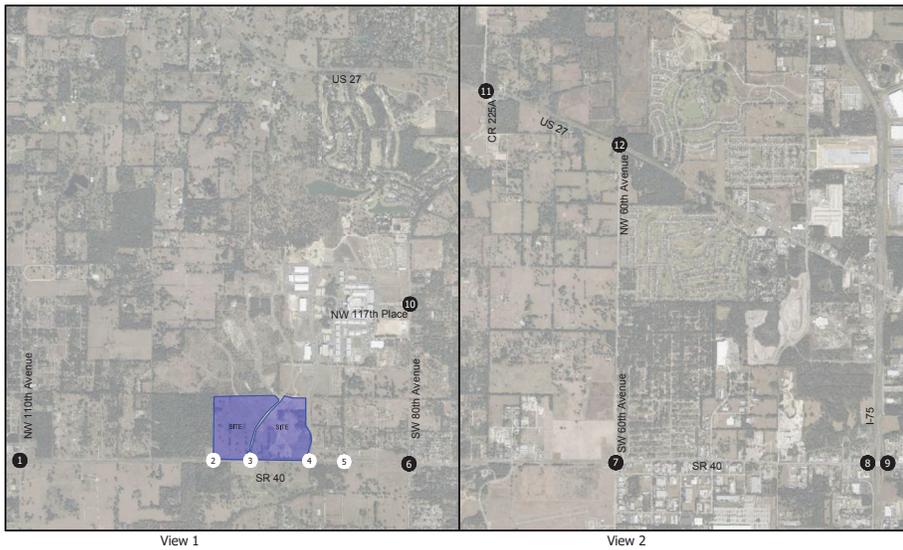
The 2045 buildout conditions Synchro intersection report printouts are provided in **Appendix K**.

**Table 12. 2045 Build Intersection Capacity Analysis**

Intersection	Control Type	Performance Measure	PM Peak Period (Build Condition)				
			Overall	EB	WB	NB	SB
1 – SR 40 at NW 110 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	22.6	18.0	22.7	30.5	38.3
		LOS	C	B	C	C	D
		v/c ratio*	-	0.78	0.88	0.32	0.68
2 – SR 40 at Western Driveway	Stop Controlled	Delay (s/veh)	-	24	30.3	-	18.9
		LOS	-	C	D	-	C
		v/c ratio*	-	0.15	0.24	-	0.07
3 – SR 40 at NW 92 <sup>nd</sup> Avenue	Stop Controlled	Delay (s/veh)	-	23.1	12.1	0	29.8
		LOS	-	C	B	A	D
		v/c ratio*	-	0.22	0.01	-	0.34
4 – SR 40 at NW 87 <sup>th</sup> Court Road	Signalized	Delay (s/veh)	12.4	7.0	11.4	-	41.2
		LOS	B	A	B	-	D
		v/c ratio*	-	0.56	0.85	-	0.86
5 – SR 40 at SW 85 <sup>th</sup> Avenue	Two-way Stop Controlled (TWSC)	Delay (s/veh)	-	-	15.6	32.7	26.6
		LOS	-	-	C	E	D
		v/c ratio*	-	-	0.2	0.41	0.23
6 – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	83.4	91.4	105.1	57.1	62.9
		LOS	E	F	F	E	E
		v/c ratio*	-	<b>1.1</b>	<b>1.15</b>	0.95	0.97
6i – SR 40 at SW 80 <sup>th</sup> Avenue	Signalized (Improved)	Delay (s/veh)	66	50.2	67.6	75.5	77.4
		LOS	E	D	E	F	F
		v/c ratio*	-	0.93	0.98	0.98	0.97
7 – SR 40 at SW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	67.8	56.7	71.6	68.7	76.3
		LOS	E	E	E	E	E
		v/c ratio*	-	0.92	0.97	0.99	0.91
8 - SR 40 at I-75 SB ramp	Signalized	Delay (s/veh)	26.3	44.7	7.5	-	98.6
		LOS	C	D	A	-	F
		v/c ratio*	-	0.91	0.96	-	0.9
9 - SR 40 at I-75 NB ramp	Signalized	Delay (s/veh)	58.7	23	79.7	122.7	-
		LOS	E	C	E	F	-
		v/c ratio*	-	0.92	<b>1.06</b>	<b>1.05</b>	-

Intersection	Control Type	Performance Measure	PM Peak Period (Build Condition)				
			Overall	EB	WB	NB	SB
9i - SR 40 at I-75 NB ramp	Signalized (improved)	Delay (s/veh)	29.5	15.7	32.5	78	-
		LOS	C	B	C	E	-
		v/c ratio*	-	0.92	0.87	0.83	-
10 - NW 80 <sup>th</sup> Avenue at NW 17 <sup>th</sup> Place	Stop Controlled	Delay (s/veh)	-	27.9	-	9.2	-
		LOS	-	D	-	A	-
		v/c ratio*	-	0.29	-	0.08	-
11 - CR 225A at US 27	Signalized	Delay (s/veh)	72.1	70.2	76.4	75.0	64.1
		LOS	E	E	E	E	E
		v/c ratio*	-	0.99	<b>1.03</b>	<b>1.01</b>	<b>1.00</b>
11i - CR 225A at US 27	Signalized (Improved)	Delay (s/veh)	71.3	74.3	73.7	72.0	63.4
		LOS	E	E	E	E	E
		v/c ratio*	-	0.94	0.96	0.97	0.96
12 - US 27 at NW 60 <sup>th</sup> Avenue	Signalized	Delay (s/veh)	52.3	52.6	35.1	77.9	110.7
		LOS	D	D	D	E	F
		v/c ratio*	-	0.82	0.92	0.89	0.97

\*v/c ratio reported for the highest movement



- \* - U-Turns
- Traffic Signal
- Stop Controlled
- Site Accesses
- Study Intersections

Build 2045 Lane Configurations  
Ocala, Florida | Figure 20

# MULTIMODAL ASSESSMENT

A multimodal assessment was conducted to determine existing and proposed alternate modes of transportation within the immediate project study area. The following is a summary of transit, pedestrian, and bicycle facilities:

## TRANSIT

Currently, there are no transit routes operating along SR 40, US 27, or CR 225A within the study area. The nearest transit service is the SunTran Purple Route, which runs along SR 40 between SW 33rd Avenue and NW 23rd Avenue. The closest bus stop to the project site is located just east of the intersection of SR 40 and NW 30th Avenue, approximately 5.3 miles east of the project's access point at SR 40 and SW 85th Avenue.

## PEDESTRIAN FACILITIES

SR 40 has no sidewalks between SW 110th Avenue and SW 60th Avenue. East of SW 60th Avenue, a 5- to 6-foot sidewalk is present on both the north and south sides of SR 40, extending to the I-75 northbound ramp.

## BICYCLE FACILITIES

A 5-foot-wide bicycle lane exists on SR 40 from SW 92<sup>nd</sup> Avenue to SW 82<sup>nd</sup> Court Road.

## GOLF CART

A 12-foot-wide golf cart path runs along NW 87th Court Road, connecting the parking lot north of WEC Exposition Center-1 to the WEC Sales Center.



## Section 5 Conclusions

# CONCLUSIONS

This traffic analysis was prepared to evaluate the traffic impacts associated with the proposed WEC Sports Complex development, located on the north side of SR 40 and west of NW 87 Court Road in Marion County, Florida, in support of obtaining concurrency approval through Marion County. The study analyzed future traffic conditions for year 2030 (which is the project build out year) following the approved TIA methodology. Supplemental analysis for year 2027 and 2045 was conducted on the request from the Marion County building upon the findings of the approved West Marion Transportation Planning Study completed by Kimley-Horn in September 2023.

Findings:

## Trip Generation

- The proposed development is projected to generate a net total of 7,169 new weekday daily trips, including 864 new PM peak-hour trips on weekdays and 1,491 new midday peak-hour trips on weekends.

## Proposed Access

- Access to the development will be provided at four (4) locations:
  - a) Directional access (Left-In/Right-In/Right-Out) approximately 7,970 feet west of SR 40 and NW 110th Avenue.
  - b) Directional access (Left-In/Right-In/Right-Out) at the stop-controlled intersection of SR 40 and NW 92nd Avenue.
  - c) Full access at the intersection of SR 40 and NW 87th Court, which will be signalized in the buildout year.
  - d) Directional access (Left-In/Right-In/Right-Out) at the existing stop-controlled intersection of SR 40 and NW 1st Street/SW 85th Avenue.

## Existing Conditions

- The study roadway segments generally operate acceptably and have sufficient capacity under existing conditions, except for the following SR 40 segments:
  - Urban Area Boundary to SW 140 Avenue
  - SW 140 Avenue to CR 328
  - CR 328 to SW 110 Avenue
- All study intersections operate at an overall Level of Service (LOS) D or better, and all movements have a v/c ratio below 1.00, except the westbound movement at SR 40 and SW 60th Avenue.

## Background Conditions

- Roadway segments along CR 225A and NW 100th Avenue are projected to operate at acceptable LOS with v/c ratios below 1.00. Most SR 40 segments also perform adequately (LOS D or better, v/c < 1.00), except the SR 40 corridor between the Urban Area Boundary and SW 110th Avenue, which exceeds capacity (v/c > 1.00).
- All intersections are expected to operate at LOS E or better, except the following movements projected to have v/c > 1.00:
  - SR 40 and SW 80th Avenue
  - SR 40 and SW 60th Avenue

- US 27 and SW 60th Avenue
- To address these deficiencies, the following intersection modifications have been proposed and evaluated based on future no-build volumes:
  - Add a right-turn lane with permitted overlap signal phase at both northbound and southbound approaches of SR 40 and SW 80th Avenue; increase cycle length from 125 to 150 seconds.
  - Add a second northbound left-turn lane, convert the permitted phase to protected, add a permitted southbound right-turn lane, and change the shared thru/right-turn lane to thru-only at SR 40 and SW 60th Avenue; increase cycle length from 145 to 160 seconds.
  - Increase the split for the westbound left-turn phase at US 27 and SW 60th Avenue.
- With these improvements, previously overcapacity movements are expected to operate acceptably, with v/c ratios dropping below 1.00 (see Table 6, rows 7, 9, and 15).

**Buildout Conditions (2030)**

- In addition to the deficiencies identified under background conditions, the following SR 40 segments are projected to reach or exceed capacity under buildout conditions:
  - SW 60 Avenue to SW 52 Avenue
  - SW 52 Avenue to I-75 Ramp (West)
  - I-75 Ramp (East) to SW 33 Avenue
  - SW 33 Avenue to SW 27 Avenue
- The development will contribute a proportionate fair share, as estimated by Marion County, toward widening these segments.
- Under future buildout conditions, study intersections are expected to operate at LOS E or better, with v/c ratios below 1.00.

**Turn Lane Analysis**

- The background turn lane analysis identified many left-turn lanes where the queue length is deficient. These turn lanes should be considered candidates for dual left-turn lanes.
- Based on turn lane analysis, the eastbound left-turn movement at SR 40/SW 80th Avenue and the eastbound left-turn movement at SR 40/I-75 northbound ramp have deficiencies exceeding 100 feet caused by project trips. The southbound left turn at SR 40 at SW 60th Avenue has nearly 100 feet deficiency feet caused by project.
- Turn lanes with a deficiency of less than 50 feet (2 car lengths) may be excluded from consideration for improvements, and the cost improving these turn lanes can be reallocated toward improving turn lanes with deficiencies (rounded to a car length) for the following turn lanes:
  - SR 40 at SW 80th Avenue: Eastbound Left Turn (150 feet)
  - SR 40 at SW 60th Avenue: Southbound Left Turn (100 feet) and Eastbound Left Turn (50 feet)
- The extension of the eastbound left turn lane storage length (deficiency rounded to a car length: 125 feet) at SR 40 at I-75 NB ramp and the westbound left turn lane storage length (deficiency rounded to a car length: 75 feet) at SR 40 at I-75 SB Ramp cannot be considered feasible. Because these two lanes are located in such a way increasing the storage length for one turn lane would

reduce the available space for the other. As a result, any improvements must consider this physical constraint.

Note that, under the 2030 no-build condition, the eastbound left turn lane storage length has a deficiency of 290 feet at SR 40 at I-75 NB ramp and the westbound left turn lane storage length has a deficiency of 415 feet at SR 40 at I-75 SB. For these movements, dual left turn lanes should be considered as an alternative.

- The development will provide a proportionate fair share, as estimated by Marion County, to mitigate these movements.

#### **Supplemental Analysis – Year 2027**

- The four intersections proposed by the county were analyzed. Under no-build conditions, all intersections operate at LOS D or better with v/c ratios below 1.00.
- Under buildout conditions, all intersections operate at an LOS E or better, and the eastbound, westbound, and northbound movements at SR 40/SW 80th Avenue are projected to operate over capacity (v/c > 1.00).
- All other intersections are anticipated to operate within acceptable v/c ratios under both scenarios. No additional improvements are proposed for 2027, as improvements have already been recommended in the 2030 No-Build Intersection Capacity Analysis.

#### **Supplemental Analysis – Year 2045**

- Under no-build conditions, all study intersections are projected to operate at LOS E or better, with all movements below v/c = 1.00.
- Under buildout conditions, the following movements are projected to exceed capacity:
  - Eastbound and westbound movements at SR 40/SW 80th Avenue (v/c = 1.10 and 1.15).
  - Westbound and northbound movements at SR 40/I-75 Southbound Ramp (v/c = 1.06 and 1.05).
  - Westbound, Northbound and southbound at US 27/ CR 225A (v/c: 1.03, 1.01 and 1.00 respectively)
- To address these, the following improvements have been proposed and evaluated based on 2045 buildout conditions:
  - Add an additional eastbound thru lane and increase cycle length from 120 to 160 seconds at SR 40/SW 80th Avenue.
  - Add an additional northbound left-turn lane at SR 40/I-75 Northbound Ramp.
  - Increase cycle length from 130 to 155 seconds at US 27/CR 225A.

The remainder of this document can be found as AR 33437 at [https://selfservice.marionfl.org/energov\\_prod/selfservice#/home](https://selfservice.marionfl.org/energov_prod/selfservice#/home)

**WORLD EQUESTRIAN CENTER  
TRAFFIC DEMAND MANAGEMENT  
STUDY**

**Marion County, Florida**

October 22, 2025



Inside front cover

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# PROFESSIONAL ENGINEER CERTIFICATE

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I hereby certify that I am a registered professional engineer in the State of Florida, practicing with Kittelson & Associates, 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 reviewed and approved the Traffic Demand Management Study for World Equestrian Center in Marion County, Florida dated October 2025.

PROJECT: Traffic Demand Management Study, World Equestrian Center

LOCATION: Marion County, Florida

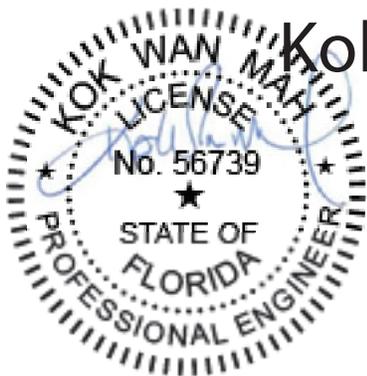
CLIENT: Equestrian Operations, LLC

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.

NAME: Kok Wan Mah

P.E. NUMBER: 56739

DATE: October 23, 2025



**Kok Wan Mah**

Digitally signed by Kok Wan Mah  
Date: 2025.10.23 07:21:11 -04'00'

*The item has been digitally signed and sealed by  
Kok Wan Mah on the date adjacent to the seal.*

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# World Equestrian Center Traffic Demand Management Study Marion County, Florida

Prepared for:  
**Equestrian Operations, LLC**  
7340 N. US Highway 27  
Ocala, Florida 34482

Prepared by:  
**Kittelson & Associates, Inc.**  
225 East Robinson Street, Suite 355  
Orlando, FL 32801  
407.540.0555

Submitted to:  
**Marion County Office of the County Engineer**

Project Manager:  
Stephanie Shealey, PE, PTOE  
Associate Engineer

Project Number 29479

October 22, 2025



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## APPENDICES

- A. Access Points and Development Locations
- B. Trip Generation Analysis
- C. Existing Conditions Analysis Reports
- D. Future Conditions Analysis Reports
- E. Turning Movement Counts

# Introduction

Kittelson & Associates, Inc. was retained by Equestrian Operations LLC to conduct a Traffic Demand Management (TDM) Study for the World Equestrian Center (WEC) in unincorporated Marion County, Florida. The WEC campus is located on the west side of NW 80<sup>th</sup> Avenue between SR 40 and US Highway 27 in Marion County, Florida. The existing WEC campus is primarily designed for equestrian competitions, with stables, paddocks, and arenas for competition. The site also includes exposition centers that host conventions and trade shows, two hotels, and an RV park. Shops and restaurants are located within the Equestrian Hotel and surrounding arenas. An event center is currently under construction, which is expected to host meetings, conferences, weddings, and social events. Also planned for the property is Sports at WEC, a collection of multisport fields for hosting tournaments along with an indoor arena and additional hotel. The location of existing facilities and the planned sports development is shown in **Figure 1**. Access connections to the development are provided via multiple driveways on NW 80<sup>th</sup> Avenue and SR 40. The development location for Sports at WEC is depicted in the site plan provided in **Appendix A**.

While traffic volumes are spread throughout the day for equestrian and sporting tournaments, special events, such as graduations, seasonal celebrations, and concerts result in compressed arrivals and departures to the World Equestrian Center. These events can result in queuing delays, particularly at the main entrances as vehicles turn into the primary driveways to the facility. While traffic flow remains smooth during less crowded periods, the high demand during these key events can strain the existing system, making it more difficult to manage congestion. With various event locations spread throughout the property, this Traffic Demand Management Study explores methods to manage the inbound vehicles to reduce the queues entering the facility, building upon the Traffic Demand Management Study previously provided to the County dated February 14, 2025.

A Trip Generation Analysis memo was also previously provided to the County dated May 27, 2024. This memo was used to demonstrate that the existing plus planned site will generate under 70% of the trips previously entitled to it in a traffic impact analysis study conducted in 2017. Additional trip generation for the Sports at WEC site was included in the methodology for the Traffic Impact Study, which is being submitted concurrently with the Traffic Demand Management Study update. This Trip Generation Analysis and Traffic Impact Study Methodology is provided in **Appendix B**.

The purpose of this study is to evaluate current strategies to handle high event-day traffic and provide recommendations to minimize operational and safety deficiencies on the public rights-of-way under existing and future conditions. The study will include an assessment and evaluation of three primary areas:

- **Traffic Operations Analysis:** Operational analysis for eight study intersections surrounding the development to quantify lane group delays, geometrics, and queueing under existing and future conditions. Recommendations are presented to improve traffic operations.
- **Maintenance of WEC Traffic:** Existing and recommended methods for maintenance of traffic/staffing used by WEC to handle a high influx of traffic, especially at times and locations where heavy bottlenecks occur.
- **External Communications Recommendations:** Recommended social media efforts to preemptively guide visitors and guests to access alternate driveways that are underutilized to better distribute event-day traffic.

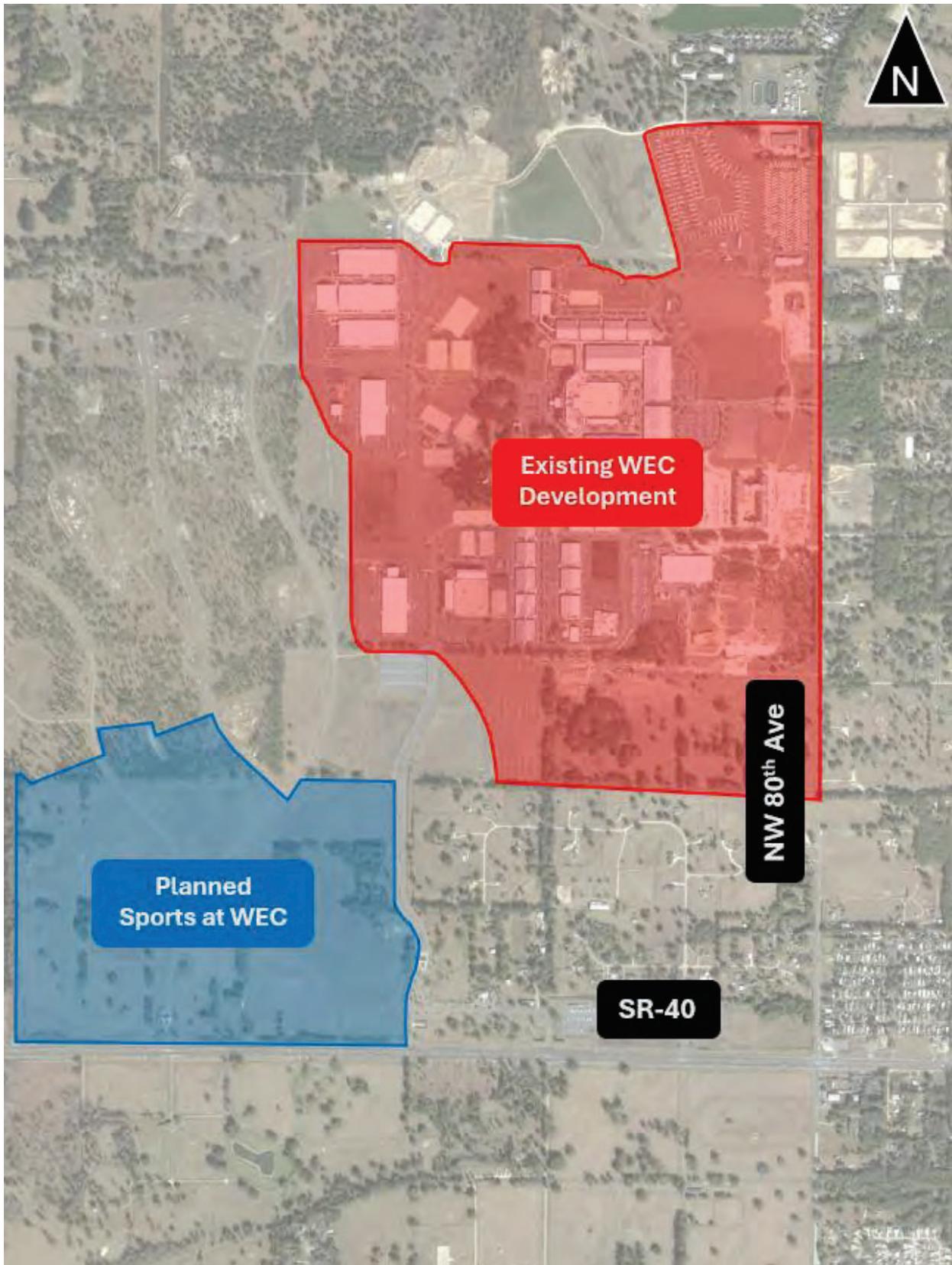


Figure 1: Development Location

# Traffic Operations Analysis

This section presents existing and future traffic operations analysis results, along with recommended roadway improvements. Access to WEC is provided by two primary roadways: SR 40, an east-west four-lane principal arterial, and NW 80<sup>th</sup> Avenue, a north-south two-lane minor arterial. Each of the eight study intersections is listed below with their locations shown in **Figure 2**. All study intersections are two-way stop-controlled, with the exception of the signalized intersection of NW 80<sup>th</sup> Avenue / SR 40. The Traffic Impact Study, which is being submitted concurrently with the Traffic Demand Management Study update, is recommending that directional medians be constructed at the NW 92<sup>nd</sup> Avenue Road / SR 40 and the SW 85<sup>th</sup> Avenue / SR 40 intersections, and that the NW 87<sup>th</sup> Court Road / SR 40 intersection becomes signalized pending FDOT review and approval.

1. NW 80<sup>th</sup> Avenue / RV Park Entrance
2. NW 80<sup>th</sup> Avenue / WEC North Entrance
3. NW 80<sup>th</sup> Avenue / WEC Main Entrance
4. NW 80<sup>th</sup> Avenue / WEC South Entrance
5. NW 92<sup>nd</sup> Avenue Road / SR 40 (Primary Sports at WEC Entrance)
6. NW 87<sup>th</sup> Court Road / SR 40
7. SW 85<sup>th</sup> Avenue / SR 40
8. NW 80<sup>th</sup> Avenue / SR 40

Along NW 80<sup>th</sup> Avenue, turning movement counts were collected on Thursday, January 18, 2024 at the study intersections during a design day event and the peak of the equestrian season in Florida. The turning movement counts were collected on a mid-weekday during the morning (7:00-9:00 AM) and evening (4:00-6:00 PM) peak hours. With the planned sports development at the south end of the property, additional traffic counts were taken along SR 40 on Wednesday, August 27<sup>th</sup>, 2025 during the midweek evening (4:00-6:00 PM) peak hour and on Saturday, August 30<sup>th</sup>, 2025 during the weekend midday (12:00-2:00 PM) peak hour. Raw turning movement counts are provided in **Appendix C**. The analysis presented in the Traffic Demand Management plan is for the PM peak hour (4:30-5:30 PM), such that all intersections can be analyzed over the same time period. Further analysis is included in the separately submitted traffic studies.

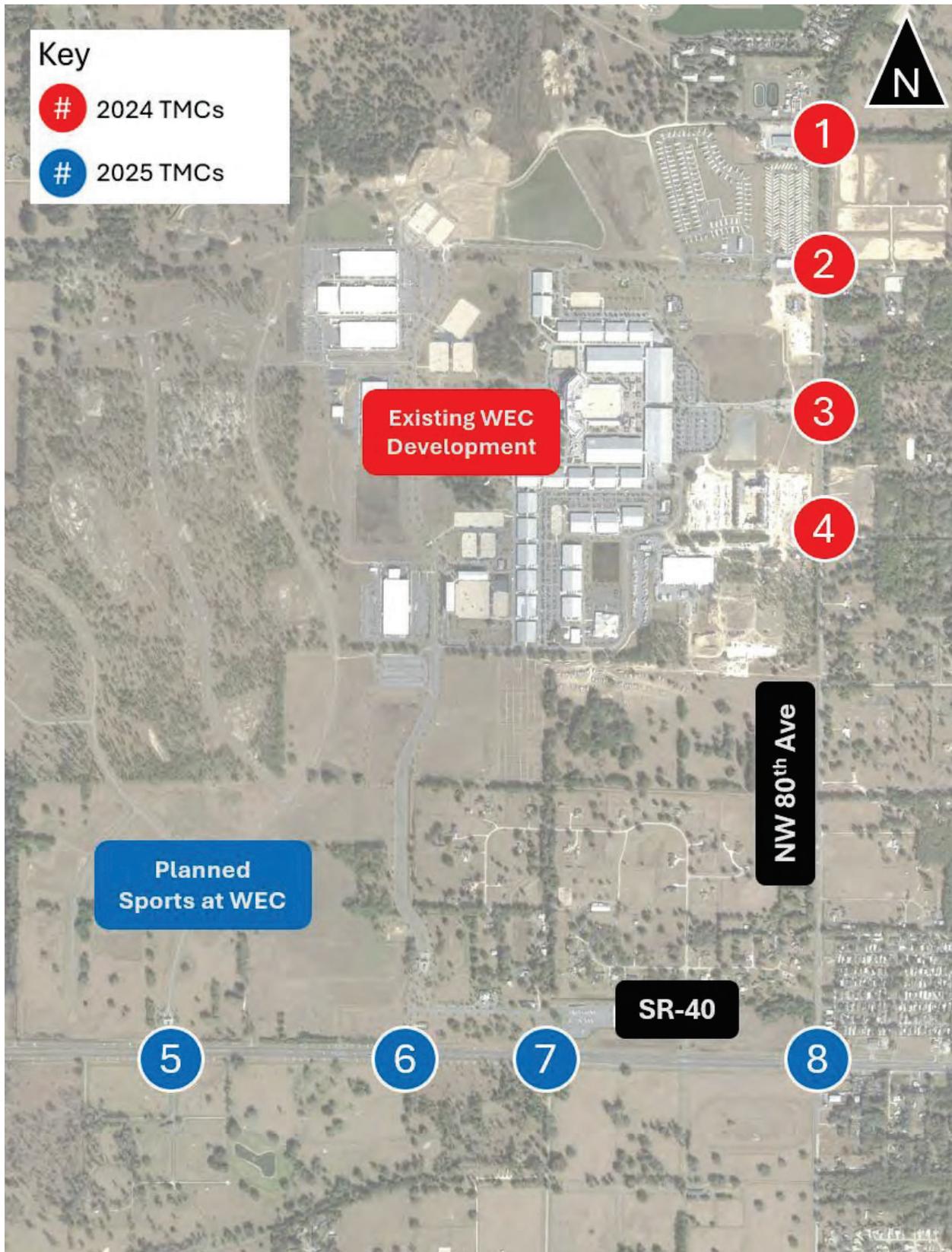


Figure 2: Study Intersection Locations

## EXISTING EVENT DAY CONDITIONS ANALYSIS

Existing conditions were evaluated using the methodology outlined in the Highway Capacity Manual 7th Edition and using Synchro 12 Software. The critical approach results are summarized in **Table 1**. All study intersections operate at LOS D or better under existing conditions, with the exception of the SW 85th Avenue / SR 40 intersection, for which the southbound left-turn movement exiting WEC operates at LOS F during the weekday PM peak hour. Detailed existing conditions analysis reports are included in **Appendix D**. These results were also reported and discussed in the Traffic Impact Study.

**Table 1: Year 2024 Existing Traffic Conditions Analysis**

ID#	Intersection	Intersection Control	Critical Approach	Weekday PM Peak Period		
				LOS	Delay	V/C
1	NW 80th Avenue / RV Park Entrance	Two-way Stop Controlled (TWSC)	EB	A	0	0.0
2	NW 80th Avenue / WEC North Entrance	Two-way Stop Controlled (TWSC)	EB	D	27.1	0.43
3	NW 80th Avenue / WEC Main Entrance	Two-way Stop Controlled (TWSC)	EB	C	24.2	0.46
4	NW 80th Avenue / WEC South Entrance	Two-way Stop Controlled (TWSC)	EB	B	14.4	0.03
ID#	Intersection	Intersection Control	Critical Approach	Weekday PM Peak Period		
				LOS	Delay	V/C
5	NW 92nd Avenue Road / SR 40	Two-way Stop Controlled (TWSC)	WB	A	9.9	0.003
6	NW 87th Court Road / SR 40	Two-way Stop Controlled (TWSC)	SB	B	14.2	0.093
7	SW 85th Avenue / SR 40	Two-way Stop Controlled (TWSC)	SB	F	50.4	0.3
8	NW 80th Avenue / SR 40	Signalized	WB	D	45.9	0.9

V/C = Volume to capacity ratio

The 95th-percentile queues for all intersections are projected to remain within existing storage capacities during peak hours under existing conditions, except for the following approaches, which currently experience turn-lane deficiencies:

- NW 87th Court Road / SR 40:
  - Westbound Right Turn (50 feet deficient)
- SW 85th Avenue / SR 40:
  - Westbound Right Turn (50 feet deficient)
- NW 80th Avenue / SR 40:
  - Northbound Left Turn (253 feet deficient)
  - Southbound Left Turn (280 feet deficient)
  - Eastbound Left Turn (63 feet deficient)
  - Westbound Left Turn (93 feet deficient)

## FUTURE IMPROVEMENTS

There is a planned widening of NW 80th Avenue from two to four lanes as well as signal timing improvements at the NW 80th Avenue and SR 40 intersection. Signal timing improvements include protected-permitted southbound left-turn phase, minimum recall on westbound and eastbound through phases, and pedestrian phases on the through movement phases for all approaches. As part of the widening of NW 80<sup>th</sup> Avenue, the intersection of NW 80<sup>th</sup> Avenue at the WEC Main Entrance at NW 17<sup>th</sup> Place will be reviewed for potential signalization.

## FUTURE EVENT DAY CONDITIONS ANALYSIS

The study intersections were analyzed under the planned improvements. The future conditions results are summarized in **Table 2**. All study intersections operate at LOS D or better under future conditions. Detailed future conditions analysis reports are included in **Appendix E**.

The 95th-percentile queues for all intersections are projected to remain within existing storage capacities during peak hours under future build conditions, except for the following approaches, which are projected to experience turn-lane deficiencies:

- NW 87th Court Road / SR 40:
  - Westbound Right Turn (65 feet deficient)
- SW 85th Avenue / SR 40:
  - Westbound Right Turn (50 feet deficient)
- NW 80th Avenue / SR 40:
  - Northbound Left Turn (180 feet deficient)
  - Southbound Left Turn (300 feet deficient)
  - Eastbound Left Turn (348 feet deficient)
  - Westbound Left Turn (185 feet deficient)

The Traffic Impact Study, which is being submitted concurrently with the Traffic Demand Management Study update, conducts an in depth analysis of the selected intersections under existing, no-build, and

future build conditions. In the future no-build conditions, the NW 80th Avenue and SR 40 intersection has two movements with projected deficiencies: Westbound Thru (v/c: 1.14) and Southbound Left Turns (v/c: 1.06). To address these deficiencies, the following intersection improvements are proposed and have been evaluated for the future condition:

- Add a right turn lane with permitted overlap signal phase at both northbound and southbound approaches.
- Increase the signal timing cycle length from 125 seconds to 150 seconds.

**Table 2: Future Traffic Conditions Analysis**

ID#	Intersection	Intersection Control	Critical Approach	Weekday PM Peak Period		
				LOS	Delay	V/C
1	NW 80th Avenue / RV Park Entrance	Two-way Stop Controlled (TWSC)	EB	A	0	0.0
2	NW 80th Avenue / WEC North Entrance	Two-way Stop Controlled (TWSC)	EB	C	21.5	0.36
3	NW 80th Avenue / WEC Main Entrance	Two-way Stop Controlled (TWSC)	EB	C	21.9	0.43
4	NW 80th Avenue / WEC South Entrance	Two-way Stop Controlled (TWSC)	EB	B	13.1	0.03
ID#	Intersection	Intersection Control	Critical Approach	Weekday PM Peak Period		
				LOS	Delay	V/C
5	NW 92nd Avenue Road / SR 40	Two-way Stop Controlled (TWSC)	SB	C	21.4	0.26
6	NW 87th Court Road / SR 40	Signalized*	SB	C	27.1	0.81
7	SW 85th Avenue / SR 40	Two-way Stop Controlled (TWSC)	NB	C	15.8	0.17
8	NW 80th Avenue / SR 40	Signalized**	WB	D	52.8	0.94

V/C = Volume to capacity ratio

\* Intersection was converted from two-way stop controlled to signalized, as is proposed.

\*\* Intersection was improved as listed above.

## ROADWAY IMPROVEMENT RECOMMENDATIONS

Under existing and future conditions, the north and southbound left-turn queues at the NW 80<sup>th</sup> Avenue/SR 40 intersection extend beyond the existing storage. In order to better manage the congestion on these approaches, it is recommended to reconfigure the signal for the southbound left-turn movement to match that of the northbound left-turn movement by replacing it with a 5-bulb doghouse-style signal head. This will provide protected plus permitted phasing, reduce delay for left-turning drivers, and shorten queues on the southbound approach. A new right-turn lane with a permitted overlap signal phase is also recommended for both the northbound and southbound approaches. Additionally, the existing left-turn pockets should be extended to accommodate longer queues, improving both safety and traffic operations. Recommended queue lengths were determined in accordance with FDOT FDM 212, assuming a design speed 5 MPH above the posted speed limit. The northbound left-turn queue is recommended to be lengthened from 220 ft to 420 ft (+200 ft), while the southbound left-turn queue is recommended to be lengthened from 180 ft to 405 ft (+225 ft). Finally, the signal cycle length should be increased from 125 seconds to 150 seconds to improve overall intersection efficiency.

Changes are also proposed for the site access points on SR 40. Currently there are two full access points at NW 92<sup>nd</sup> Avenue Road and SW 85<sup>th</sup> Avenue/NW 1<sup>st</sup> Street Road, with a directional median at NW 87<sup>th</sup> Court Road. A full access is proposed at NW 87<sup>th</sup> Court Road with the addition of a traffic signal, as the roadway is a primary through roadway on the WEC property. With the full access and signal at NW 87<sup>th</sup> Court Road, the two other entrances, at NW 92<sup>nd</sup> Avenue Road and SW 85<sup>th</sup> Avenue/NW 1<sup>st</sup> Street Road would be converted to directional medians, allowing left-turns into the property, but restricting the outbound left-turn movement. All outbound traffic to eastbound SR 40 would be directed to the new signal at NW 87<sup>th</sup> Court Road. The proposed site access to shown below in **Figure 3**.

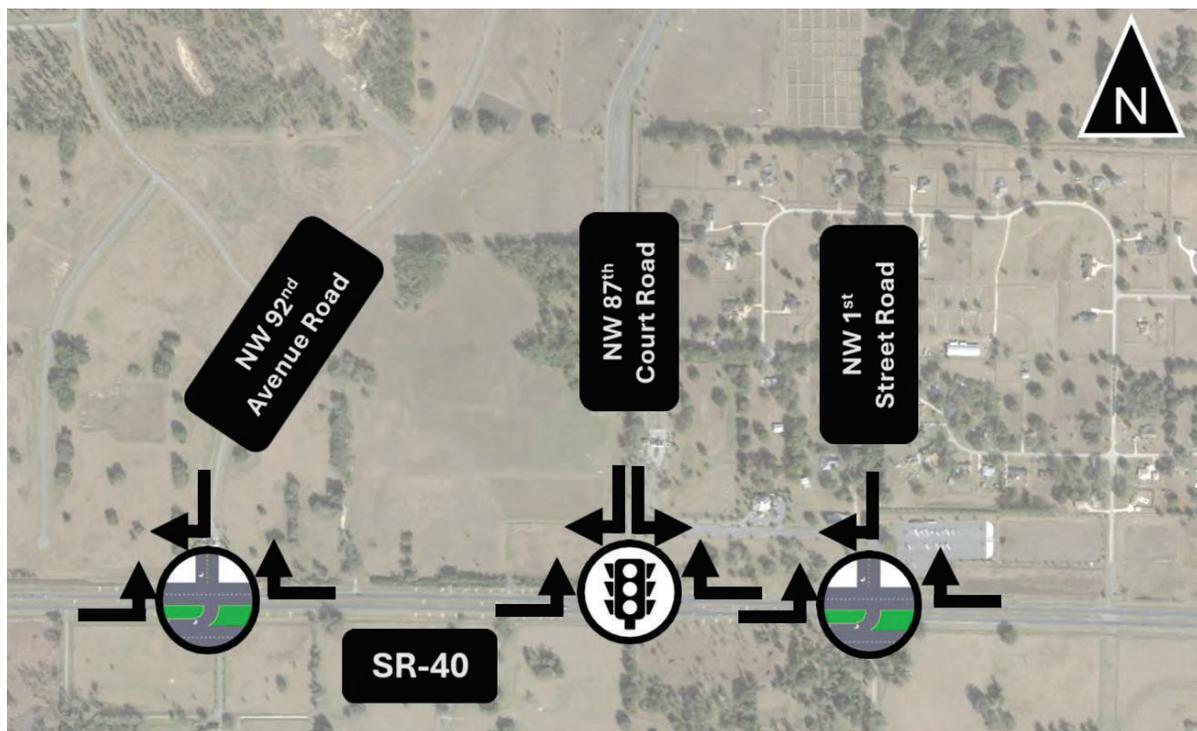


Figure 3: Proposed Site Access Changes on SR 40

# Event Traffic Demand Management

This section presents recommendations for WEC to improve traffic demand management and enhance circulation within the development by distributing traffic to preferred entrances based on the event, speeding up the processing of internal queues, and provide better wayfinding for parking. For the purposes of this analysis, it is assumed that the design day event includes the Winter Wonderland event at the existing WEC campus (along with any equestrian events happening during the day) and an evening concert at the Sports at WEC arena. For this design event, the majority of the traffic is assumed to be for the Winter Wonderland event and Concert, although there would be some ancillary traffic to the hotels and restaurants.

## SITE ACCESS

To minimize conflicting internal circulation, event traffic should be directed to specific ingress points based on the event. For events at the main WEC site, traffic will be directed primarily to the entrance on NW 17<sup>th</sup> Place. The entrances on NW 21<sup>st</sup> Street and NW 87<sup>th</sup> Court Road would also be used as secondary ingress points to events at the main WEC site. All traffic to concerts and events at Sports at WEC would be directed to the NW 92<sup>nd</sup> Avenue Road entrance, but the entrances on NW 21<sup>st</sup> Street and NW 87<sup>th</sup> Court Road can be used as secondary ingress points. Egress would be directed to the NW 21<sup>st</sup> Street and NW 87<sup>th</sup> Court Road access points, with NW 17<sup>th</sup> Place as a secondary egress route at the end of the events. An overview of ingress and egress for events is shown in **Figure 4**.

## EXTERNAL WAYFINDING

A key element of traffic demand management for this development is how to distribute of drivers into the preferred entrances for WEC events and sporting events. Currently, WEC has utilizes eight portable variable message sign (PVMS) units to communicate instructions and alternatives to incoming drivers. For the design day events, it is recommended for WEC to acquire two additional PVMS units, for a total of 10 PVMS units. **Figure 5** and **Table 3** show the proposed placement and messaging of the 10 PVMS units to inform drivers of alternate routes. It should be noted that the placements shown in **Figure 5** would be subject to permits to allow for the signage in the public right-of-way during event periods.

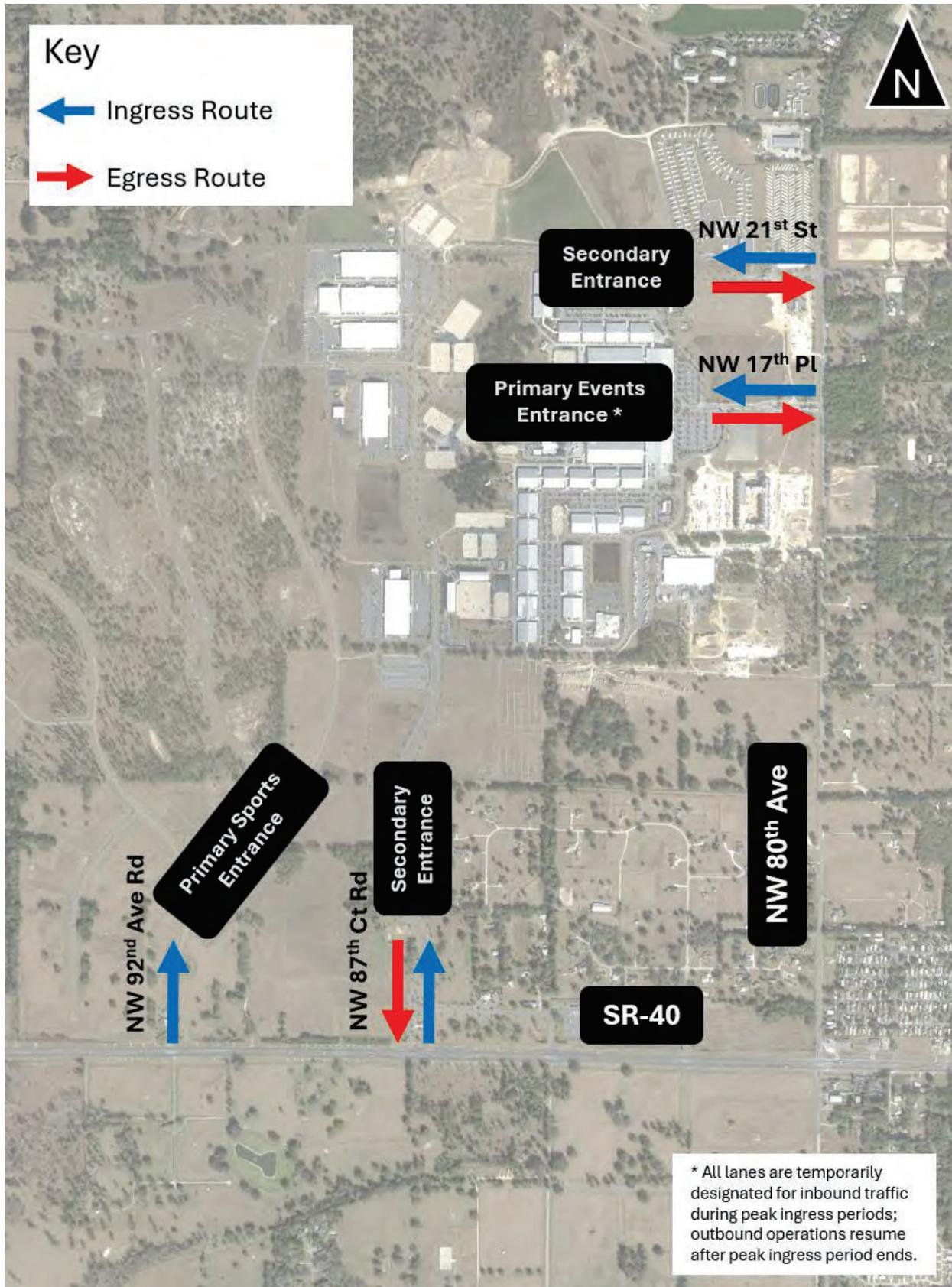


Figure 4: Event Ingress and Egress Routes

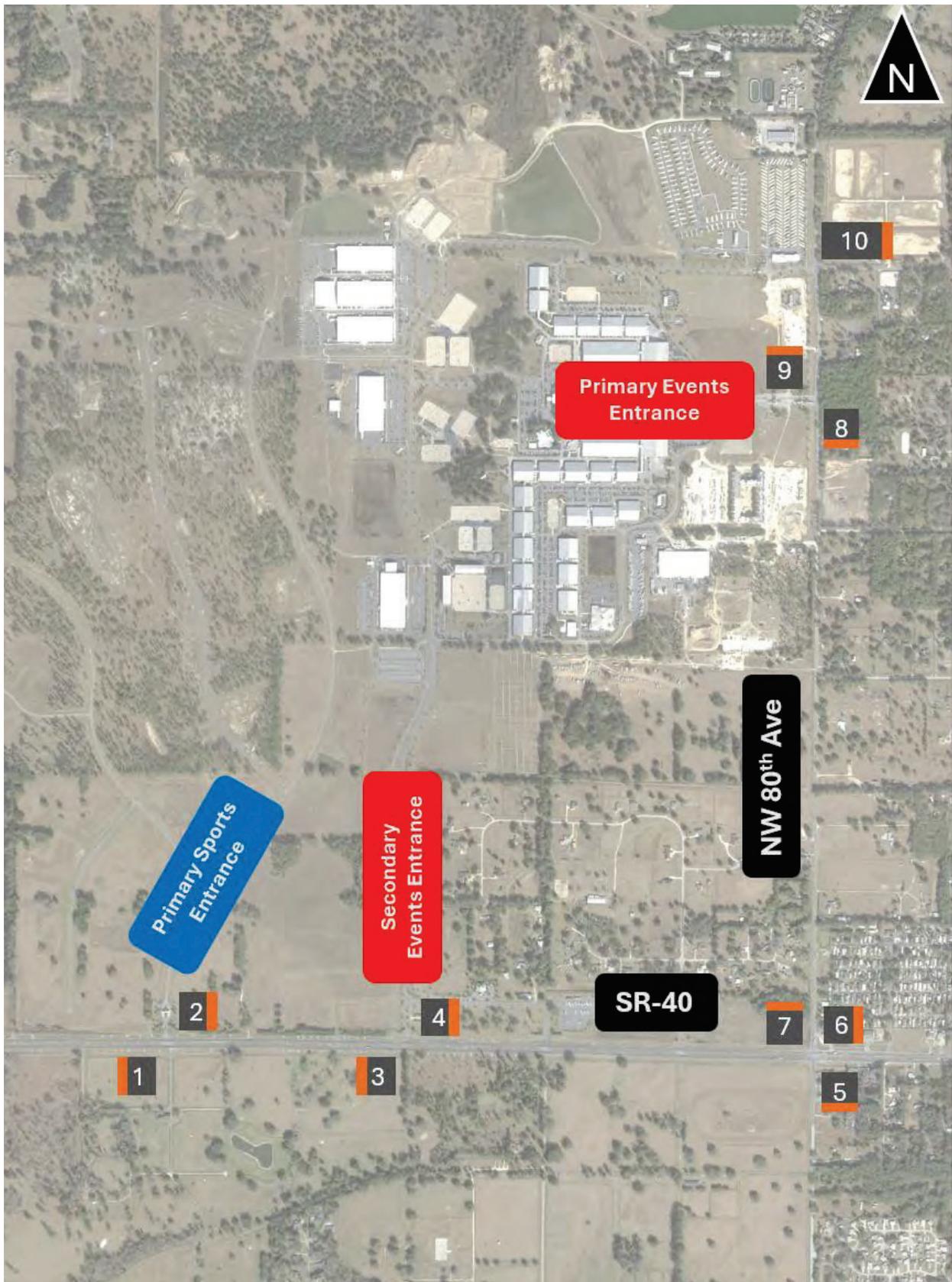


Figure 5: Proposed PVMS Unit Locations

**Table 3: Proposed PVMS Unit Messaging**

PVMS Unit #	Messaging
1	← SPORTS WEC ↑
2	SPORTS →
3	← WEC ← SPORTS
4	WEC → SPORTS ↑
5	SPORTS ← WEC ↑
6	WEC → SPORTS ↑
7	SPORTS → WEC →
8	← WEC
9	WEC → SPORTS ↑
10	← SPORTS WEC ↑

## INTERNAL CAPTURE

There are currently two hotels at WEC, and a third hotel is anticipated within the Sports at WEC development. These hotels are anticipated to attract many of the participants of the various events hosted at WEC. To reduce the number of hotel guests driving to the events at WEC, internal shuttles will be provided throughout the WEC campus between the hotels and venues. WEC has multimodal pathways

through portions of the site and is planning to extend the multimodal pathway network to separate golf cart traffic from vehicular traffic and provide access to and between the hotels and venues.

## ENTRANCE MANAGEMENT

Vehicular queues often form when payment is necessary prior to parking vehicles. These queues will be managed internal to the WEC campus in a way that does not extend onto SR 40 and/or NW 80<sup>th</sup> Avenue. WEC is encouraged to expand pre-paid parking options, allowing attendees to purchase parking passes in advance. With this system, visitors can simply present a printed or mobile parking pass upon arrival, minimizing the length of the on-site transactions and queueing. Additionally, it is recommended that WEC deploy staff equipped with mobile point-of-sale devices to enable payment processing in all lanes. This would further reduce entrance delays and increase throughput. Additionally, WEC should also coordinate with mapping platforms to route vehicles to the correct entrance for their desired destination and minimize internal routing through the site.

### NW 17<sup>th</sup> Place

The NW 17<sup>th</sup> Place entrance is currently the most popular point of arrival for event attendees at WEC, often experiencing long queues of vehicles during high-volume events. To accelerate the processing of parking transactions during peak season, WEC converts all four lanes at this access to inbound-only traffic. A dedicated bypass lane is also established for hotel guests, event officials, and restaurant patrons. It is recommended that WEC formalize this temporary operational strategy through the installation of portable variable message sign (PVMS) units and lane delineators.

### Sports at WEC

For events at Sports at WEC, all event traffic will be directed to access the site via SR 40 at NW 92<sup>nd</sup> Avenue Road. This is an existing driveway that has remained gated in the absence of development at the south end of the property. As part of the sports development, NW 92<sup>nd</sup> Avenue Road will be widened to four lanes from SR 40 to the proposed roundabout. To manage queues for parking, any parking fees will be collected internal to the parking lots, rather than on NW 92<sup>nd</sup> Avenue Road. For the parking lot west of NW 92<sup>nd</sup> Avenue Road, parking will be collected at least 1,100 feet from NW 92<sup>nd</sup> Avenue Road, allowing a vehicle queue of approximately 44 vehicles before reaching NW 92<sup>nd</sup> Avenue Road. For the parking lot east of NW 92<sup>nd</sup> Avenue Road, cones will be used to create an entrance queue within the parking lot, which is 1,550 feet long and can accommodate 62 vehicles prior to NW 92<sup>nd</sup> Avenue Road. From the roundabout, there is an additional 3,400 feet of storage across two travel lanes prior to SR 40, providing queuing space for an additional 136 vehicles off of SR 40. A total queue of approximately 270 vehicles can be accommodated within Sports at WEC before the queue would spill back onto SR 40. The proposed queuing areas for Sports at WEC are shown in **Figure 6**.

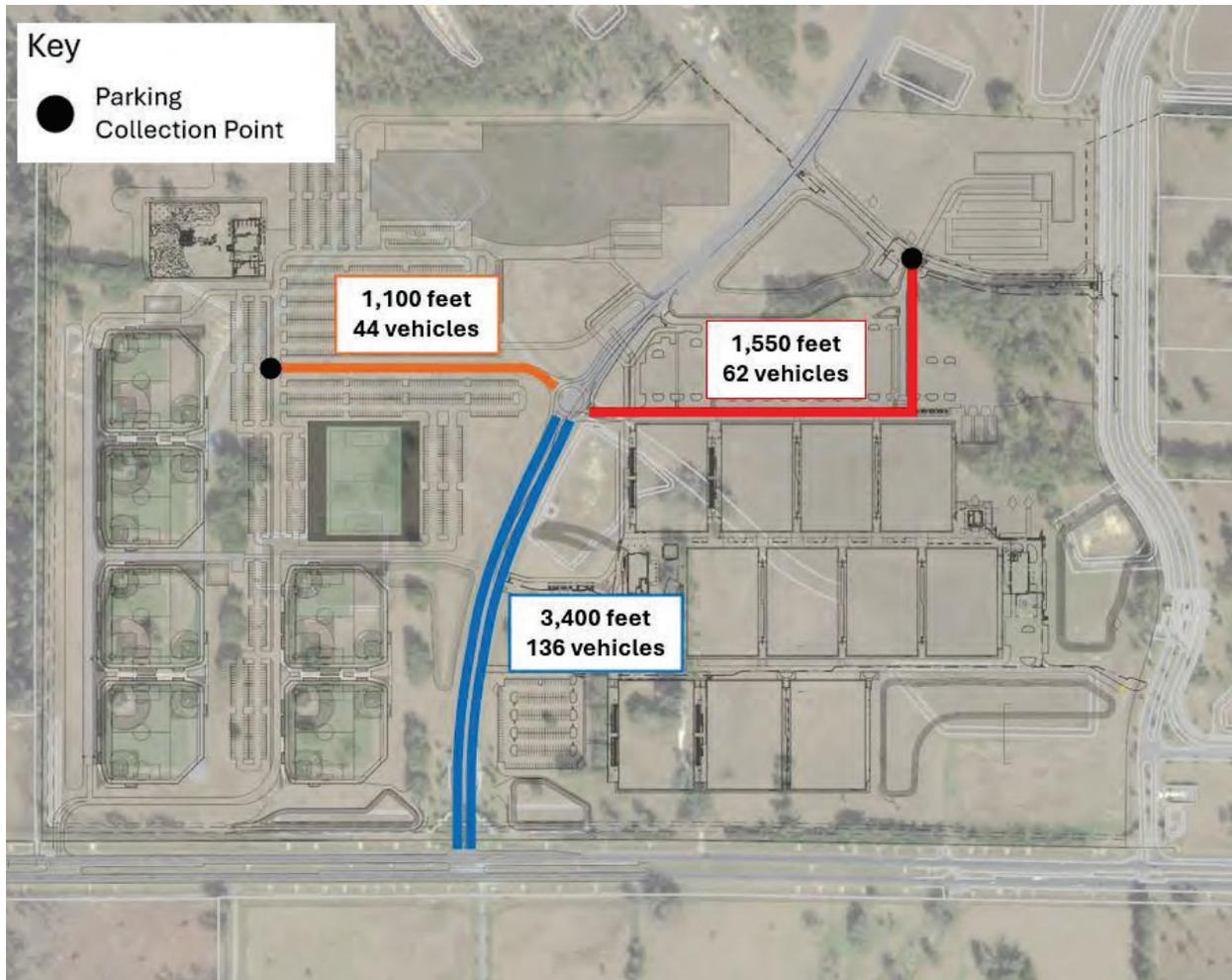


Figure 6: Queuing Areas for Sports at WEC

## INTERNAL CIRCULATION

Once inside the development, drivers often circulate in search of parking near their destination. As lots fill and internal roads become congested, drivers may become confused and frustrated. To improve internal circulation, WEC deploys directional and informational signage using the WindPro Heavy Duty Outdoor Signage to guide drivers to designated parking areas. With inhouse printing capabilities, WEC is able to use these signs variably based on events happening on site daily. An example of how these signs are utilized on site is shown below in **Figure 7**.

Additional event staff should be positioned along internal roads to help actively direct traffic into available lots and close full lots. While these measures are primarily aimed at improving internal operations, field observations indicate that parking-related congestion does not result in operational deficiencies on the public right-of-way. On days where there are not concurrent events at both WEC and Sports at WEC, some PVMS units can be reassigned to supplement the WindPro signage and provide additional internal guidance and/or real-time updates on parking availability.

It is important to note that not all guests to the WEC sports complex will need parking at the sports facility. WEC has a fully-equipped RV park for guests that arrive in an RV. Many of those guests bring a golf cart of their own to get around the WEC grounds. Guests may also arrive to stay at one of the two existing hotels. WEC currently has two 37-passenger buses to shuttle guests between the existing WEC site and Sports at WEC. In addition to the passenger bus, there is a trolley/tram that can transport approximately 40 guests. There are four, six, and eight seat golf carts that are driven by WEC staff to shuttle guests on an on-demand basis. Additionally, WEC has 250 golf carts for rental that guests can use. Sports at WEC will have 300 spaces exclusive for golf cart parking, including 200 spaces adjacent to the indoor arena and 100 spaces adjacent to the east sports fields.



Figure 7: WindPro Signage

## Parking Wayfinding

All parking for the sports facilities will be located along NW 92nd Avenue Road, which will function as the primary ingress route, with egress directed to NW 87th Court Road. For events requiring paid parking, it is recommended that registration and payment occur online in advance to minimize entrance delays. Attendees can present a digital parking pass and proceed directly to their assigned parking areas. For attendees purchasing parking on-site, transactions will occur inside the parking lots as shown in **Figure 6**, not at the entrance, to avoid queueing on NW 92nd Avenue Road.

## Site Egress

With the signalization of NW 87th Court Road, this intersection will serve as the primary egress point for the WEC campus. Wayfinding signage throughout the property will direct vehicles along the internal roadway network to NW 87<sup>th</sup> Court Road.

# External Communications Recommendations

This section outlines a proposed external communications strategy designed to distribute arrival traffic across multiple entrances and ensure that seasonal and first-time visitors are prepared prior to events. Current outreach efforts, including event-specific messaging and social media updates, provide a strong foundation, but more targeted, consistent strategies can further educate attendees on alternate entrances, reduce congestion, and improve the visitor experience. Timely external communication is a proactive way to inform drivers in advance, allowing them to plan their route and parking before arriving on site. The recommendations outlined below and summarized in **Table 4** focus on coordinated messaging through event registration touchpoints, social media, website updates, email campaigns, and video content.

## EVENT REGISTRATION TOUCHPOINTS

For events where attendees must register or purchase tickets in advance, the registration process is a critical opportunity to shape travel behavior. Integrating clear routing and parking information directly into the registration and confirmation process ensures that visitors receive wayfinding guidance at the same time as they secure their tickets or parking. This also provides contact information so that additional reminders about arriving to the venue can be sent out in the week or days prior to the event.

For events where attendees do not have to register or purchase tickets in advance, allowing online purchase of parking passes can similarly be used to communicate how to arrive at the facility and help distribute demand across multiple access points before attendees even get in their cars. For example, visitors who select or are assigned to park in a particular lot can automatically receive a confirmation email with the corresponding entrance, GPS-ready address, and travel tips. Event confirmation pages and tickets can also include QR codes linking to interactive maps or short “Know Before You Go” videos.

## SOCIAL MEDIA CAMPAIGN

Social media is central to this communications strategy, offering a direct, accessible way to reach both first-time and seasonal visitors. Instagram and Facebook, where WEC already has an established presence, will serve as the primary platforms. These recommendations are flexible and meant to be adapted as needed. The key is to be consistent with messaging, regardless of the format or platform you choose.

In the weeks leading up to high-volume events, a “Countdown to Event” series can both build anticipation and deliver practical wayfinding tools. Posts will include detailed entrance maps, short video walkthroughs, and key travel tips. Instagram Stories will incorporate interactive elements like polls, quizzes, and FAQs to make route planning more engaging and intuitive. For example, a poll might ask, “Which route will you take to Winter Wonderland?” to prompt early engagement.

On Instagram and Facebook, pinned posts will highlight critical details such as entrance maps, specific addresses, and live traffic links when available. This will ensure attendees can easily find key information as they approach the venue.

## WEBSITE UPDATES

The WEC website will function as the central hub for event and routing information, ensuring visitors have reliable, easy-to-access guidance. Event landing pages will display clear, annotated maps of all entrance options, GPS-ready addresses, and Google Maps integration to support turn-by-turn navigation. Event pages will provide the preferred and alternate routes where appropriate.

To make planning even easier, the website can feature a dedicated “Plan Your Visit” section, offering visual guides for each route. These might include videos of staff walking or driving through entrances, pointing out key landmarks or signage, or aerial photos that clearly illustrate each path. Providing GPS-ready addresses for each route on the website will allow visitors to confidently navigate to their preferred entrance without confusion.

## EMAIL CAMPAIGN

Email outreach is a direct and personalized way to connect with visitors before they arrive at WEC. These emails will target first-time or seasonal visitors, offering tailored route suggestions based on their location. For example, an email could include specific routes depending on which direction the attendee is traveling from.

The tone of these emails will be both friendly and actionable, with clear calls -to-action such as, “*Avoid delays—find your best route to WEC!*” These emails can be sent two weeks, one week, and one day before each major event, ensuring that visitors have reminders to plan their journey.

Importantly, emails tied to the ticket purchase or parking registration process can reinforce this information automatically, ensuring that key travel guidance reaches attendees even if they do not engage with other channels.

## VIDEO CONTENT

Video is a powerful tool to make alternate entrances more familiar and less intimidating, particularly for first-time visitors. Tour-style videos can show WEC staff walking or driving through each entrance, pointing out key wayfinding cues and signage. These visual guides help visitors feel more confident and prepared, even if it is their first time at WEC.

A “Know Before You Go” series can complement these longer tours, with quick, 30-second clips designed for Instagram Stories and Reels. These bite-sized videos will highlight the most critical information, such as the best routes and common mistakes to avoid, ensuring that even the busiest visitors can benefit from the guidance.

## ONLINE MAPPING COORDINATION

Most attendees use GPS apps to navigate to their destinations, making coordination with the apps essential to manage traffic to the venue. WEC should sign up for both the Waze Global Events Partner Program and the ESRI Community Maps Program to provide updates to the most popular GPS apps. The

Waze Global Events Partner provides information to both Waze and Google Maps, allowing WEC to define parking facilities within the property, manage road closures within the WEC facility (including the one-way operation on NW 17<sup>th</sup> Place), and update roadway information as conditions change throughout the event. Apple Maps uses the ESRI Community Maps Program for their base maps and live road closure layers. Information provided through the ESRI Community Maps program is pushed into the Apple Maps navigation feed.

**Table 4: External Communication Strategy Summary**

Campaign Type	Platforms	Content
<p><b>Event Registration Touchpoints</b></p>	<p>Event registration and ticketing platforms, confirmation emails, parking pass purchase pages</p>	<ul style="list-style-type: none"> <li>■ Integrate route and parking guidance at the point of ticket purchase or registration.</li> <li>■ Pair parking pass purchases with recommended entrances.</li> <li>■ Include GPS-ready addresses and travel tips in confirmation emails.</li> <li>■ Embed QR codes linking to interactive maps or “Know Before You Go” videos.</li> <li>■ Reinforce preferred routing early to balance entrance demand.</li> </ul>
<p><b>Social media</b></p>	<p>Facebook, Instagram</p>	<p><u>Countdown to Events</u> – posts leading up to high-volume events with:</p> <ul style="list-style-type: none"> <li>■ maps of alternate entrances</li> <li>■ video walk throughs of each entrance</li> </ul> <p><u>IG Stories &amp; Highlights</u></p> <ul style="list-style-type: none"> <li>■ FAQ series about Winter Wonderland, craft shows, and graduations.</li> <li>■ Interactive polls/quizzes (e.g., “Which route will you take to Winter Wonderland?”).</li> <li>■ IG highlights that include the geotagged location of different entrances.</li> </ul> <p><u>Facebook Updates</u></p> <ul style="list-style-type: none"> <li>■ Pinned posts before each high-volume event with maps and specific addresses.</li> <li>■ Link to a page with live traffic updates, if available.</li> </ul>

<p><b>Website</b></p>	<p>N/A</p>	<p><u>Event Landing Pages</u></p> <ul style="list-style-type: none"> <li>■ Includes clear maps showing all entrance options.</li> <li>■ Includes specific addresses for each of the 5 WEC entrances. Includes Google Maps integration for step-by-step navigation to each entrance.</li> <li>■ Highlight the benefits of each route (e.g., faster access, less crowded).</li> </ul> <p><u>Dedicated Route Information Page</u></p> <ul style="list-style-type: none"> <li>■ "Plan Your Visit" section featuring aerial or street view videos or photos of each route. Videos can be a guided tour of each route.</li> <li>■ Addresses for direct GPS input.</li> </ul>
<p><b>Email</b></p>	<p>N/A</p>	<p><u>Email Content</u></p> <ul style="list-style-type: none"> <li>■ Personalized route suggestions based on user location. ("If you're coming from the West, take X route.")</li> <li>■ Interactive maps embedded in emails.</li> <li>■ Call-to-action: "Avoid delays—find your best route to WEC!"</li> <li>■ Timing: Sent 2 weeks, 1 week, and 1 day before each event.</li> </ul>
<p><b>Video</b></p>	<p>Social media, website, emails (if applicable)</p>	<p><u>Tour-Style Videos</u></p> <ul style="list-style-type: none"> <li>■ Feature staff walking/driving through each entrance.</li> <li>■ Highlight unique landmarks or signage visitors should watch for.</li> </ul> <p><u>"Know Before You Go" Series</u></p> <ul style="list-style-type: none"> <li>■ Quick 30-second clips for Instagram Stories and Reels emphasizing: best routes and common mistakes to avoid.</li> </ul>
<p><b>Navigation Apps</b></p>	<p>Waze Global Partners Program &amp; ESRI Community Maps</p>	<ul style="list-style-type: none"> <li>■ Event roadway closures &amp; one-way roadways</li> <li>■ Named parking lots for navigation</li> </ul>

# Conclusions and Recommendations

The purpose of this study is to evaluate the existing and future conditions of high event days at the WEC, recommending countermeasures to mitigate operational and safety issues on private and public roadways in the area. Traffic circulation, operations, and safety can be improved by implementing these countermeasures, allowing large WEC events to continue to operate smoothly. Recommendations are proposed in the following three areas:

## **Traffic Operations**

- To reduce delay at the intersection of NW 80<sup>th</sup> Avenue/SR 40, reconfigure the signal for the southbound left-turn movement to allow for protected + permissive phasing, construct right-turn lanes for the southbound and northbound movements, and increase the cycle length to 150 seconds.
- Extend the existing northbound and southbound left-turn pockets at the NW 80th Avenue/SR 40 intersection to meet current and future traffic demands.
- Modify access points on SR 40 to have full access/signalized intersection at NW 87<sup>th</sup> Ct Rd and two directional access points at NW 92<sup>nd</sup> Ave Rd and SR 85<sup>th</sup> Ave/NW 1<sup>st</sup> St Rd.

## **Maintenance of WEC Traffic – Staffing and Equipment**

- Place available portable variable message signs in strategic locations surrounding the development to direct drivers toward one of the four alternate entrances.
- Deploy additional staffing and signage to direct drivers to open parking spaces throughout the development to improve internal circulation and reduce driver frustration.
- Continue dedicating all four lanes of the main entrance to inbound traffic during peak events, also deploying additional staff to each lane to more efficiently perform parking transactions and process the queue.

## **External Communications**

- Employ an external communications campaign using social media, the WEC web site, and emails to help visitors plan in advance to use one of the four alternate entrances.
- Use partner programs to provide updated information for guests using GPS to access facilities.

# Appendices

The remainder of this document can be found as AR 33436 at [https://selfservice.marionfl.org/energov\\_prod/selfservice#/home](https://selfservice.marionfl.org/energov_prod/selfservice#/home)

# WORLD EQUESTRIAN CENTER SPORTS COMPLEX PARKING STUDY

MARION COUNTY, FLORIDA

October 2025



# PROFESSIONAL ENGINEER CERTIFICATE

---

I hereby certify that I am a registered professional engineer in the State of Florida, practicing with Kittelson & Associates, 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 World Equestrian Center Sports Complex Parking Study located in Marion County, Florida dated October 2025.

PROJECT: World Equestrian Center Sports Complex Parking Study

LOCATION: Marion County, Florida

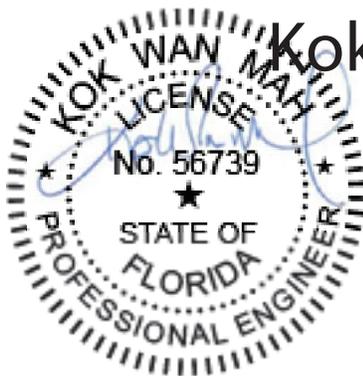
CLIENT: Equestrian Operations, LLC

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.

NAME: Kok Wan Mah

P.E. NUMBER: 56739

DATE: October 21, 2025



**Kok Wan Mah**

Digitally signed by Kok Wan Mah  
Date: 2025.10.21 12:42:56 -04'00'

*The item has been digitally signed and sealed by  
Kok Wan Mah on the date adjacent to the seal.*

**PRINTED COPIES OF THIS DOCUMENT ARE NOT  
CONSIDERED SIGNED AND SEALED AND THE  
SIGNATURE MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES.**

# World Equestrian Center Sports Complex Parking Study

## Marion County, Florida

Prepared for:  
Marion County Office of the County Engineer  
412 SE 25th Avenue  
Ocala, FL 34471

Prepared by:  
**Kittelson & Associates, Inc.**  
225 East Robinson Street, Suite 355  
Orlando, FL 32801  
407.540.0555

Project Manager:  
Kok Wan Mah, P.E.  
Principal Engineer

Project Number 31664

October 2025



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Appendix A: Sand Mountain Park Parking Layout

Appendix B: Sand Mountain Park Parking Demand Data Collection

Appendix C: Marion County Minimum Off-Street Parking Requirements for Nonresidential Land Use



# Section 1

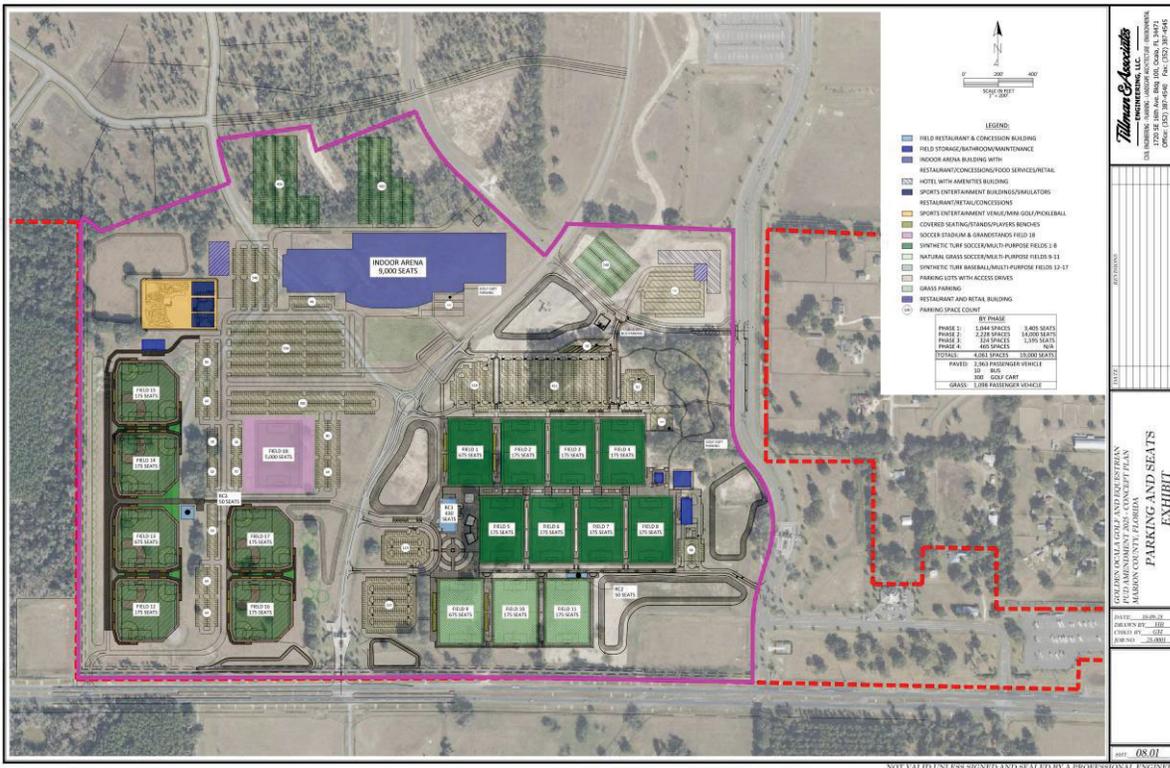
## Introduction

# INTRODUCTION

Kittelson & Associates, Inc. has been retained by Equestrian Operations, LLC to conduct a Parking Study Analysis for the proposed World Equestrian Center (WEC) Sports Complex development (Sports at WEC). The project consists of a sports complex located on the north side of SR 40 at NW 92nd Avenue Road in Marion County, Florida. The site will consist of multiple athletic fields including soccer, football, baseball/softball, and volleyball. The maximum configuration would include a maximum of 36 courts/fields, assuming a maximum of 18 volleyball courts in the indoor facility. The indoor facility may also be configured to have a maximum of eight basketball courts, an ice hockey rink, or indoor concert venue. Access to the site will be from SR 40 and NW 92nd Avenue Road. The athletic fields can also be accessed from NW 87th Court Road and a driveway on the west side of the parcel. The site is part of the WEC property. **Figure 1** shows the latest site plan.

A separate traffic impact study and traffic demand management study are being conducted concurrent with this parking study. The parking study is being done to provide a recommendation for the number of parking spaces needed for different configurations and utilizations of the site.

Figure 1: WEC Sports Site Plan



## PROJECT DESCRIPTION

The development will be constructed in four phases with an anticipated buildout year of 2030. The site includes a variety of sports venues and supporting facilities.

- Phase 1 (2026)
  - 11 Soccer/Polo Fields, including two (2) championship fields with stadium seating
  - 12,000 SF Fast Casual Restaurant
  - Concessions Stand
- Phase 2 (2028)
  - 400,000 SF Indoor Arena for Hockey/Volleyball/Basketball/Concert with up to 9,000 seats
- Phase 3 (2029)
  - Soccer Stadium with Concessions Stand
  - Six (6) Baseball/Softball/Soccer/Football/Polo Fields
  - Concessions Stand
- Phase 4 (2030)
  - 300 room Hotel
  - 27,000 SF Miniature Golf/Pickleball Venue
  - 17,500 SF Retail
  - Two (2) High Turnover Restaurants



## Section 2 Methodology

# METHODOLOGY

This parking study employs a supply-demand methodology to assess parking adequacy for the proposed WEC facility. The supply was completed to evaluate how similar sports complexes provide parking for their facilities, while the demand component estimates parking requirements using comparable facility data and vehicle occupancy rates from ITE.

## DATA COLLECTION

### SAND MOUNTAIN PARK

Parking study typically includes evaluating sites comparable to the proposed use that are fully occupied or built-out. In this study, Sand Mountain Park, a multi-sport facility in Albertville, Alabama, was selected as a comparable site due to its similar capacity and design characteristics relative to the proposed WEC Sports Complex. Sand Mountain Park includes 16 tennis/pickleball courts, nine baseball fields, including one championship field, five soccer/football/lacrosse fields, an aquatic center/indoor facility, a small water park/splash pad area, disc golf course, and an outdoor amphitheater for concerts. In total, the Sand Mountain Park encompasses 18 parking lots with 1,554 parking spaces available.

Parking demand data was collected at Sand Mountain Park from 9:00 AM to 11:00 PM on August 22nd (Friday) and 23rd (Saturday) to capture the maximum daily parking need. The site was evaluated on a tournament weekend with maximum facility usage, including concerts on each of the two evenings.

Friday, 8/22/25 included open play on the courts/fields with practice for the baseball tournament that was held the following day. The indoor facility included a karate tournament with 200 competitors and 300 spectators. The concert for Friday evening was Muscadine Bloodline, The Coastal Plain Tour at 7:00pm with a ticket count of 2,400.

On Saturday, 8/23/25, Sand Mountain Park hosted a number of events throughout the day. A baseball tournament was held from 7:00am to 11:00pm with a total of 14 teams and 1,300 attendees (players, coaches, and spectators). The karate tournament was from 7:00am to 4:00pm with the same number of attendees as the previous day. A local football tournament with 300 attendees was scheduled from 9:00am to 2:00pm. Soccer games were scheduled from 1:30pm to 6:00pm with 144 attendees. In the evening the Summer Unity Tour of Soul Asylum and Live started at 6:00pm with 2,660 tickets sold.

The number of fields and seating capacity will be documented to determine the rate at which parking is needed per utilized field. The karate, baseball, and football games had a peak overlapping time of 11:30 when parking demand was at its highest. For the 2,100 attendees to these events, the parking demand was 667 vehicles, resulting in an average vehicle occupancy of 3.15 persons per vehicle. This is the vehicle occupancy assumed for sporting events. For the concerts, the Friday concert peak parking demand was 691 for the 2,400 attendees, resulting in average vehicle occupancy of 3.47 persons per vehicle. Conversely, the Saturday concert had a peak parking demand of 973 vehicles for the 2,660 attendees, resulting in an average vehicle occupancy of 2.73 persons per vehicle. The discrepancy between the vehicle occupancy between the two concerts may be attributable to the audience demographic for each of the shows. Muscadine Bloodline is a country music duo from Alabama, which may attract more locals and families. Soul Asylum and Live are headline acts from the late 90s and early 2000s, which may attract more older adults that relate back to music they listened to. For the purpose of the application for WEC, an occupancy of 2.8 persons per vehicle is assumed for concert events.

## MARION COUNTY

Data was provided by Marion County Parks & Recreation for two facilities in the County during practice days. These include Belleview Sportsplex on the northeast corner of SE 67<sup>th</sup> Avenue and SE 107<sup>th</sup> Street and Rotary Sportsplex located on the south side of Maricamp Road, west of Baseline Road. Belleview Sportsplex includes 14 baseball/softball fields, 2 soccer fields, and 2 football fields. Rotary Sportsplex includes 11 baseball fields and 3 soccer fields. Data provided is for dates from 10/6/25 to 10/10/25, inclusive. The rates represent average of 17.0 vehicles parking per field for practices based on the number of fields in use.

**Table 1 Parking Demand for Practices – Marion County**

Date/Location		Belleview Sportsplex	Rotary Sportsplex	Total
10/6/2025	Vehicles	328	238	566
	Fields	18	14	32
	Veh/Field	18.2	17.0	17.7
10/7/2025	Vehicles	246	243	489
	Fields	16	14	30
	Veh/Field	15.4	17.4	16.3
10/8/2025	Vehicles	235	241	476
	Fields	16	14	30
	Veh/Field	14.7	17.2	15.9
10/9/2025	Vehicles	313	254	567
	Fields	18	14	32
	Veh/Field	17.4	18.1	17.7
10/10/2025	Vehicles	306	196	502
	Fields	18	11	29
	Veh/Field	17.0	17.8	17.3
<b>Avg Veh/Field</b>		16.6	17.5	17.0

## COMPARABLE FACILITY PARKING DEMAND

Figures 2 and 3 show the collected parking demand profile over the course of each of the two days for Sand Mountain Park on August 22<sup>nd</sup> and August 23<sup>rd</sup>, respectively. Parking demand showed a steady increase from 3:30 PM to 7PM, reflecting the increasing crowd gathering for each of the concerts. For Saturday, the demand during the tournaments shows a peak midday when many of the games were occurring, then a decline as participants left before increasing again for the concert. **Appendix A and Appendix B** contain the Sand Mountain Park parking layout and the detailed data collection spreadsheet. In some cases, the parking utilization exceeds 100% when vehicles are parked in areas with undesignated spaces.

Figure 2: Parking Demand of Sand Mountain Park on Friday, August 22, 2025

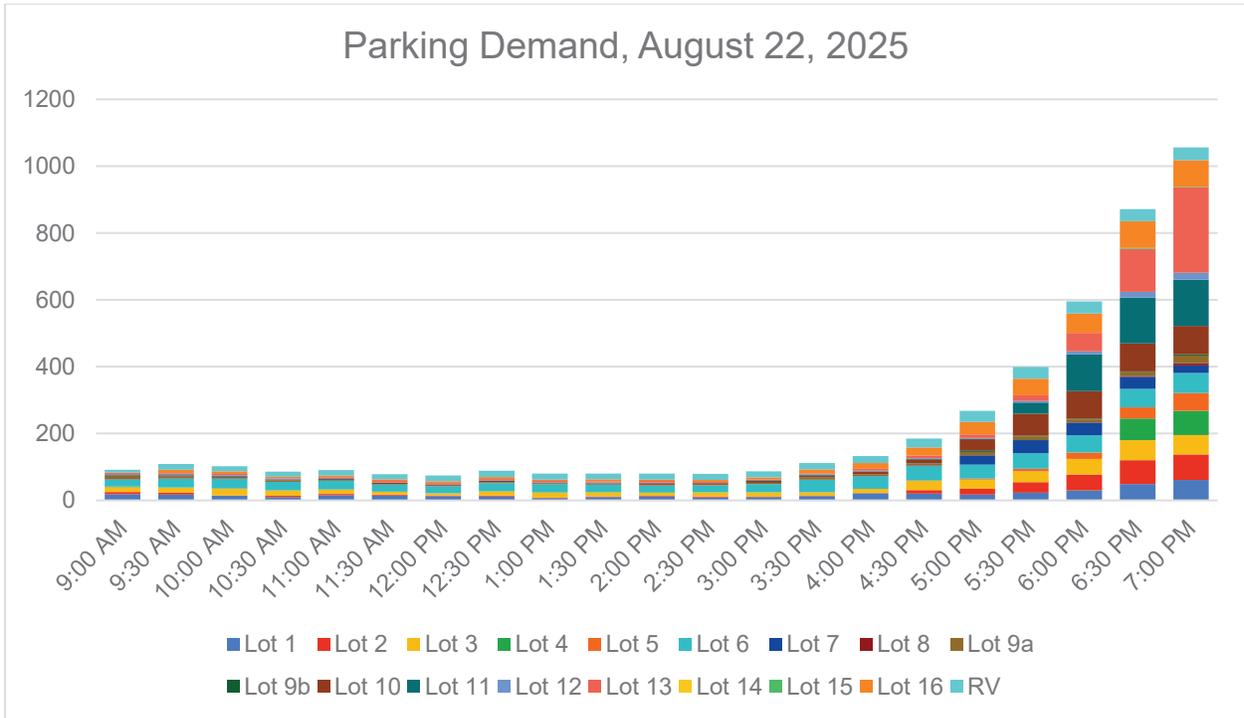
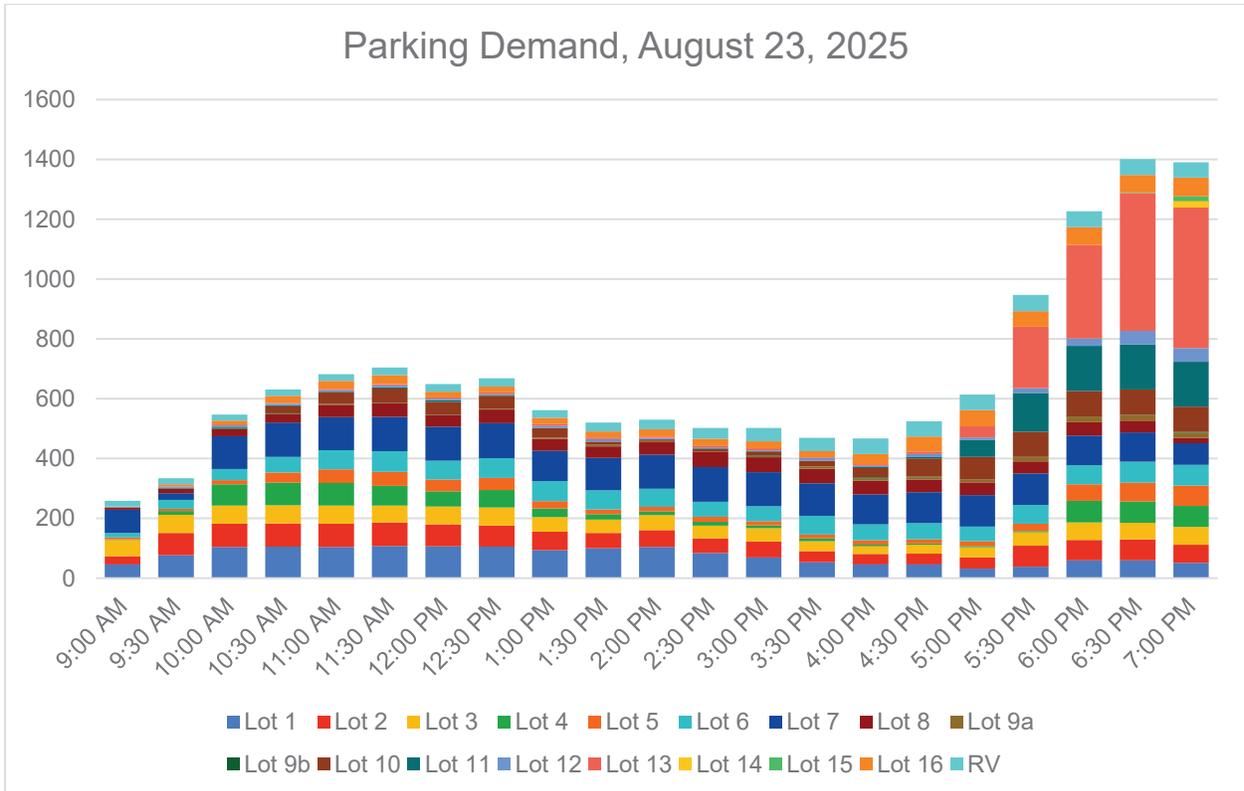


Figure 3: Parking Demand of Sand Mountain Park on Saturday, August 23, 2025





## Section 3 Parking Supply

# PARKING SUPPLY

In this section, parking requirements in Marion County are presented first for reference. However, since the county does not provide detailed parking requirements specific to sports complexes, a parking supply study was conducted to further inform the parking needs for the other land uses at the WEC Sports Complex.

## Marion County Parking Requirements

Section 6.11.8 of the Marion County Land Development Code outlines parking requirements for new developments. **Appendix C** presents the Minimum Off-Street Parking Requirements table for Nonresidential Land Uses from Section 6.11.8. The land uses outlined in the code do not fully encompass the proposed land uses for the WEC Sports Complex. Applicable land uses include Hotel (0.5 spaces per room + 10 spaces per 1,000 sq. ft. non-room area), Retail Store (1 space per 300 sq.ft. GFA) and Restaurant (1 space per 4 seats). Based on the available information, a total of 251 parking spaces is required.

**Table 2 Marion County Parking Requirements**

Land Use	Required Off-Street Parking	Spaces Per Indicated Area	Required Parking Spaces
Hotel	0.5	Per Guest Room	150
Restaurant	1	Per 4 Seats	42
Retail Store	1	Per 300 sq.ft. GFA	59
Total Required Parking Spaces		251	

## Parking Supply at Multi-Use Sports Complexes

A parking supply study was completed to evaluate how similar sports complexes provide parking for their facilities. This section does not consider how adequate the parking is for each site, only the amount of parking provided. Table 3 shows the results of the parking supply study for ten (10) similar sports complexes in the United States, including three located in Florida: IMG Academy in Bradenton, Boombah Sports Complex in Sanford, and Ormond Beach Sports Complex in Ormond Beach.

As shown in Table 3, parking ratio for these sites varies from 18.7 to 68.3 spaces per field/court. The weighted average of the data indicates that an average of 47.2 spaces per field/court are provided for the sports complexes. Within Florida specifically, parking ratios are considerably less, ranging from 18.7 to 36.3 spaces per field/court, with a weighted average of 26.8 spaces per field. Using the total average of 47.2 spaces per field and applying it to the WEC Sports Complex's maximum of 36 fields, the expected parking supply would be 1,699 spaces. The current proposed parking supply of 4,061 spaces significantly exceeds this benchmark.

**Table 3 Parking Supply**

<b>Sports Complex Site</b>	<b>Location</b>	<b>Total Fields/Courts<sup>1</sup></b>	<b>Parking Supply (Spaces)</b>	<b>Parking Ratio (Spaces per Field/Court)</b>
<b>IMG Academy</b>	<b>Bradenton, FL</b>	<b>46</b>	<b>1,173</b>	<b>25.5</b>
Cedar Point Sports Complex	Sandusky, OH	33	1,327	40.2
Trembling Earth Sports Complex	Waycross, GA	13	813	62.5
<b>Boombah Sports Complex</b>	<b>Sanford, FL</b>	<b>15</b>	<b>545</b>	<b>36.3</b>
<b>Ormond Beach Sports Complex</b>	<b>Ormond Beach, FL</b>	<b>27</b>	<b>504</b>	<b>18.7</b>
Orange Beach Sportsplex	Orange Beach, AL	14	410	29.3
Elizabethtown Sports Park	Elizabethtown, KY	28	1,103	39.4
Grand Park Sports Complex	Westfield, IN	68	4,644	68.3
Mercyhealth Sportscore 2	Loves Park, IL	35	1,867	53.3
National Sports Center	Blaine, MN	72	4,198	58.3
Weighted Average		35	1,658	47.2
Weighted Average (FL)		29	741	26.8

<sup>1</sup>A variety of types of fields/courts are included in these counts, including soccer, baseball, softball, football, basketball, volleyball, tennis, and hockey.

#### Parking Supply at Multi-Use Sports Complexes

The World Equestrian Center is prepared for all combinations of high design day event parking. The site includes facilities for multiple different uses and events, such as equestrian events, arts and crafts expos, boat & RV shows, comicons, graduation ceremonies, food & wine festivals, holiday lights, and other events that draw visitors to the site locally and regionwide.

As described in the Traffic Demand Management Study submitted concurrently with the parking study, WEC has staff and equipment available to direct traffic and provide for adequate parking to provide a positive experience for participants, visitors, and guests to the site. It is important to note that not all guests to the WEC sports complex will need parking at the sports site. WEC has a fully-equipped RV park for guests that arrive for regional tournaments in an RV. Many of those guests bring a golf cart of their own to get around the WEC grounds. Guests may arrive to stay at one of the two existing hotels. WEC currently has two 37-passenger buses to shuttle guests between the existing WEC site and Sports at WEC. There is a trolley/tram that can transport approximately 40 guests. There are four, six, and eight seat golf carts that are driven by WEC staff to shuttle guests on an on-demand basis. Additionally, WEC has 250 golf carts for rental that guests can use. Sports at WEC will have 300 spaces exclusive for golf cart parking, including 200 spaces adjacent to the indoor arena and 100 spaces adjacent to the east sports fields.



## Section 4 Parking Demand

# PARKING DEMAND

Parking demand for the WEC Sports Complex will be determined by evaluating data from the ITE Parking Generation Manual and collecting data from similar existing facilities. Parking demand calculations will be completed using two methods of estimation. One based on the number of fields and one based on the number of seats provided.

## Parking Demand based on the Number of Fields

### ITE Parking Generation

The Institute of transportation Engineers (ITE) Parking Generation, 6<sup>th</sup> Edition was referenced to determine the peak period parking demand for the proposed WEC Sports Complex. The parking generation analysis utilized land use code 488 (Soccer Field), 310 (Hotel), 822 (Strip Retail Plaza) and 932 (High Turnover Restaurants) based on the proposed site development. The Saturday peak hour was selected for the parking supply analysis because sports complexes primarily serve entertainment purposes, with most events occurring on Weekends, which correspondingly represents the period of highest parking demand. The 85th percentile was selected to represent peak parking demand, which aligns with industry best practices of designing for a typical 'design day' rather than absolute worst-case scenarios such as once-yearly special events. This is presented in Table 4. **Appendix B** exhibits the comparable Sand Mountain Park facility data.

For the indoor arena, parking demand was estimated using data from the comparable multi-sport facility in Albertville – Sand Mountain Park. Among all facility uses, concerts generate the highest parking demand. Survey results from this comparable facility indicate an average vehicle occupancy rate of 2.8 guests per vehicle for a Saturday night concert event. Based on the WEC's seating capacity of 9,000, the report estimates a parking demand of 3,214 spaces for the indoor arena.

**Table 4 Saturday Peak Period Parking Demand, per ITE Parking Generation, 6th Edition**

Land Use	ITE Code	Rate of Parking Demand	Intensity	Peak Parking Demand
Phrase 1 Soccer Field	488	69.65 per field	11 fields	766
Phrase 2 Indoor Arena	Survey	2.8 guests per vehicle	9,000 seats	3,214
Phrase 3 Soccer Field	488	69.65 per field	6 fields	418
Phrase 4 Hotel	310	0.98 per room	300 rooms	294
Phrase 4 Retail	822	4.36 per 1,000 Sq. Ft	17,500 Sq. Ft	76
Phrase 4 High Turnover Restaurants	932	16.37 per 1,000 Sq. Ft	16,000 Sq. Ft	262
Total				5,030

The total parking demand calculated using this methodology is 5,030 spaces, which exceeds WEC's planned parking supply of 4,061 spaces.

## Parking Demand based on the Number of Seats

The parking demand based on seats will be determined for the following design event scenarios. These scenarios are requested by the Marion County. Based on the data we collected on August 22<sup>nd</sup> and 23<sup>rd</sup>, we will apply an occupancy rate of 2.8 guests per vehicle for the indoor arena and 3.15 guests per vehicle for

soccer/hockey/volleyball/basketball fields. Typically, indoor arena events occur in the evening, while sports field events occur during daytime hours. The resulting parking demand is summarized in Table 5.

The occupancy rate of 2.8 guests per vehicle for the indoor arena was derived from the lower range of vehicle occupancy concert event data observed at Sand Mountain Park on August 22<sup>nd</sup> and 23<sup>rd</sup>. Concert events were selected as the baseline because they generate the highest parking demand among indoor events (hockey, volleyball, basketball, and concerts). The occupancy rate of 3.15 guests per vehicle for outdoor sports fields was derived from the baseball, karate, and football event data collected at the same comparable facility on August 23<sup>rd</sup>.

1. 100% attendance at the 11 soccer/polo fields (including championship fields)
2. 100% attendance at the indoor arena for hockey/volleyball/basketball/concert
3. 75% attendance at the 11 soccer/polo fields and indoor arena (2.8 & 3.15 vehicle occupancy, respectively)
4. 100% attendance at the soccer stadium and 6 baseball/softball fields
5. 75% attendance at the 11 soccer/polo fields, indoor arena, soccer stadium, and 6 baseball/softball fields

**Table 5 Saturday Peak Period Parking Demand for Five Proposed Scenarios**

	<b>Scenario</b>	<b>Expected Parking Demand</b>
<b>1</b>	100% attendance at the 11 soccer/polo fields	1,667
<b>2</b>	100% attendance at the indoor arena for hockey/volleyball/basketball/concert	3,571
<b>3</b>	75% attendance at the 11 soccer/polo fields and indoor arena	3,929
<b>4</b>	100% attendance at the soccer stadium and 6 baseball/softball fields	2,460
<b>5</b>	75% attendance at the 11 soccer/polo fields, indoor arena, soccer stadium, and 6 baseball/softball fields	5,774

In Scenario 1, assuming full occupancy of 11 soccer and polo fields, the estimated parking demand is 1,667 spaces. In Scenario 2, assuming full occupancy of the indoor arena, the estimated parking demand is 3,571 spaces. In Scenario 3, assuming 75% occupancy, the estimated parking demand is 3,929 spaces. This scenario is likely to occur, as the indoor arena and outdoor sports fields can be utilized separately. In Scenario 4, assuming full occupancy of the soccer stadium and baseball/softball fields, the estimated parking demand is 2,460 spaces. In Scenario 5, the maximum parking demand scenario, the estimated parking demand is 5,774 spaces. However, this scenario is unlikely to occur because it is improbable that all facilities would be in use at the same time.

The site currently provides 4,061 parking spaces, which adequately satisfies the parking demand across all scenarios except Scenario 5 (the maximum demand scenario).



## Section 5 Recommendations and Conclusions

# RECOMMENDATIONS AND CONCLUSIONS

This parking study evaluates the adequacy of the proposed parking supply for the WEC Sports Complex through a comprehensive analysis of parking supply and parking demand. The findings of both analyses are presented to provide Marion County with a complete assessment of parking provisions for the proposed development.

The parking supply analysis shows that the proposed 4,061 parking spaces significantly exceeds industry benchmarks. Using the total average of 47.2 spaces per field applied to the WEC's 36 fields, the expected parking supply would be 1,699 spaces - substantially below the proposed supply. Additionally, the proposed supply exceeds the surveyed average at Florida sportsplex locations of 26.8 spaces per field by a considerable margin.

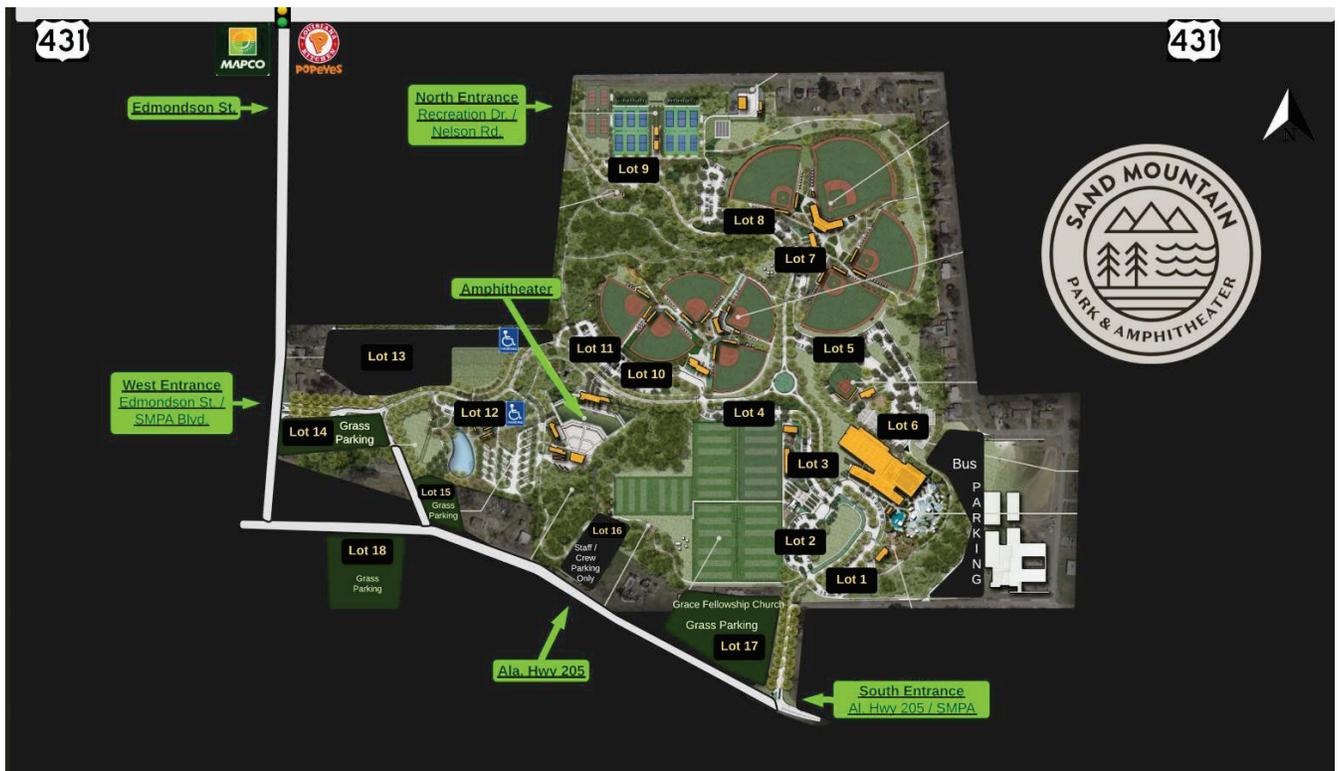
The parking demand analysis employs two calculation methods to ensure accurate evaluation. The ITE Parking Generation Manual, 6th Edition standardized approach estimates peak parking demand at 5,030 spaces - exceeding the proposed supply of 4,061 spaces. However, this industry-standard methodology does not account for the specific operational characteristics of the WEC facility, where multiple venues operate independently with peaks at different times of the day rather than simultaneously at full capacity. Additionally, for an events facility like WEC, it is highly unlikely that all venues will operate at full capacity concurrently. This number is also generated in a vacuum, assuming that there is no synergy between Sports at WEC and the existing WEC campus. WEC has many options currently in place to help guests get around the site, including over 250 golf carts for rental, and various trolleys and buses to shuttle visitors and guests around. The existing site also has multiple places for guests to stay, meaning that not all visitors to the Sports Complex will be parked there.

To develop a more realistic parking demand estimates specific to the WEC facility, a comparable facility analysis was conducted using data collected at Sand Mountain Park during peak tournament weekend conditions. Occupancy rates were derived from the highest-demand events observed at this comparable facility: 2.8 guests per vehicle for concert events (highest indoor demand) and 3.15 guests per vehicle for soccer events (highest outdoor demand). These conservative occupancy rates represent potential peak parking scenarios and were applied across five operational scenarios.

The proposed supply of 4,061 parking spaces adequately satisfies parking demand across all operational scenarios (Scenarios 1-4), including the most probable scenario (Scenario 3) requiring 3,929 spaces. Only Scenario 5, representing maximum concurrent occupancy of all facilities, exceeds the proposed supply. However, this scenario is unlikely to happen based on how the facility operates, and if it does, there is a overflow parking available around WEC, including the parking and overflow fields around Expo 1, located just north of Sports at WEC. Between Expo 1, Expo 2, Indoor Arena 5 and Indoor Arena 6, there are over 1,500 paved parking spaces that could be used as overflow and provide easy access to NW 87<sup>th</sup> Court Road and NW 92<sup>nd</sup> Avenue Road.

Based on this comprehensive analysis using conservative occupancy rates derived from the highest-demand events, the proposed parking supply of 4,061 spaces and 300 dedicated spaces for golf carts is above and beyond the amount needed and appropriate and adequate for the WEC Sports Complex.

## **Appendix A:** Sand Mountain Park Parking Layout



## **Appendix B:** Sand Mountain Park Parking Demand Data Collection

### Data Collected on Friday, August 22<sup>nd</sup>

	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9a	Lot 9b	Lot 10	Lot 11	Lot 12	Lot 13	Lot 14	Lot 15	Lot 16	RV	Total
Inventory	101	78	61	75	74	209	116	74	48	8	88	149	46	430	100	60	75	31	1,823
9:00 AM	18	7	14	1	1	22	0	1	10	1	2	1	1	4	0	0	0	9	92
9:30 AM	17	6	15	0	0	27	0	1	5	1	4	0	4	2	0	0	10	17	109
10:00 AM	14	1	20	0	1	28	0	1	2	0	3	3	3	3	0	0	8	15	102
10:30 AM	10	4	16	0	0	26	0	0	3	1	3	0	3	1	0	0	4	15	86
11:00 AM	16	3	13	0	1	25	0	0	2	1	3	0	4	2	0	0	5	16	91
11:30 AM	15	2	9	0	0	21	0	0	2	0	4	0	2	3	0	0	5	15	78
12:00 PM	13	2	6	0	0	21	0	0	2	0	4	0	2	3	0	0	4	18	75
12:30 PM	12	3	12	1	0	24	0	0	2	0	4	1	2	3	0	0	6	19	89
1:00 PM	7	1	15	1	0	24	0	0	3	0	2	1	2	2	0	0	4	18	80
1:30 PM	10	2	12	1	0	22	0	0	1	0	3	1	2	3	0	0	6	17	80
2:00 PM	12	2	9	0	0	21	0	1	2	0	5	0	2	4	0	0	4	18	80
2:30 PM	9	3	12	0	0	21	0	0	2	0	5	0	1	3	0	0	5	18	79
3:00 PM	10	1	13	0	0	25	0	0	4	0	5	2	1	2	0	0	6	18	87
3:30 PM	13	1	10	0	0	37	1	0	6	1	6	2	1	3	0	0	12	19	112
4:00 PM	21	1	13	0	0	37	1	0	5	0	7	2	2	6	0	0	17	21	133
4:30 PM	20	11	27	0	1	43	2	1	6	1	11	2	2	7	0	0	24	27	185
5:00 PM	17	18	27	0	3	42	28	1	9	5	33	2	2	10	0	0	38	33	268
5:30 PM	23	32	32	0	8	46	39	0	12	2	65	34	4	18	0	0	49	35	399
6:00 PM	30	47	47	0	19	52	38	1	8	2	83	110	9	55	0	0	58	36	595
6:30 PM	49	71	60	65	33	56	36	3	11	2	84	137	17	129	0	2	80	37	872
7:00 PM	61	76	59	72	53	60	23	7	23	3	85	138	21	255	0	2	80	38	1,056

Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9a	Lot 9b	Lot 10	Lot 11	Lot 12	Lot 13	Lot 14	Lot 15	Lot 16	RV	Total
101	78	61	75	74	209	116	74	48	8	88	149	46	430	100	60	75	31	
17.8%	9.0%	23.0%	1.3%	1.4%	10.5%	0.0%	1.4%	20.8%	12.5%	2.3%	0.7%	2.2%	0.9%	0.0%	0.0%	0.0%	29.0%	5.0%
16.8%	7.7%	24.6%	0.0%	0.0%	12.9%	0.0%	1.4%	10.4%	12.5%	4.5%	0.0%	8.7%	0.5%	0.0%	0.0%	13.3%	54.8%	6.0%
13.9%	1.3%	32.8%	0.0%	1.4%	13.4%	0.0%	1.4%	4.2%	0.0%	3.4%	2.0%	6.5%	0.7%	0.0%	0.0%	10.7%	48.4%	5.6%
9.9%	5.1%	26.2%	0.0%	0.0%	12.4%	0.0%	0.0%	6.3%	12.5%	3.4%	0.0%	6.5%	0.2%	0.0%	0.0%	5.3%	48.4%	4.7%
15.8%	3.8%	21.3%	0.0%	1.4%	12.0%	0.0%	0.0%	4.2%	12.5%	3.4%	0.0%	8.7%	0.5%	0.0%	0.0%	6.7%	51.6%	5.0%
14.9%	2.6%	14.8%	0.0%	0.0%	10.0%	0.0%	0.0%	4.2%	0.0%	4.5%	0.0%	4.3%	0.7%	0.0%	0.0%	6.7%	48.4%	4.3%
12.9%	2.6%	9.8%	0.0%	0.0%	10.0%	0.0%	0.0%	4.2%	0.0%	4.5%	0.0%	4.3%	0.7%	0.0%	0.0%	5.3%	58.1%	4.1%
11.9%	3.8%	19.7%	1.3%	0.0%	11.5%	0.0%	0.0%	4.2%	0.0%	4.5%	0.7%	4.3%	0.7%	0.0%	0.0%	8.0%	61.3%	4.9%
6.9%	1.3%	24.6%	1.3%	0.0%	11.5%	0.0%	0.0%	6.3%	0.0%	2.3%	0.7%	4.3%	0.5%	0.0%	0.0%	5.3%	58.1%	4.4%
9.9%	2.6%	19.7%	1.3%	0.0%	10.5%	0.0%	0.0%	2.1%	0.0%	3.4%	0.7%	4.3%	0.7%	0.0%	0.0%	8.0%	54.8%	4.4%
11.9%	2.6%	14.8%	0.0%	0.0%	10.0%	0.0%	1.4%	4.2%	0.0%	5.7%	0.0%	4.3%	0.9%	0.0%	0.0%	5.3%	58.1%	4.4%
8.9%	3.8%	19.7%	0.0%	0.0%	10.0%	0.0%	0.0%	4.2%	0.0%	5.7%	0.0%	2.2%	0.7%	0.0%	0.0%	6.7%	58.1%	4.3%
9.9%	1.3%	21.3%	0.0%	0.0%	12.0%	0.0%	0.0%	8.3%	0.0%	5.7%	1.3%	2.2%	0.5%	0.0%	0.0%	8.0%	58.1%	4.8%
12.9%	1.3%	16.4%	0.0%	0.0%	17.7%	0.9%	0.0%	12.5%	12.5%	6.8%	1.3%	2.2%	0.7%	0.0%	0.0%	16.0%	61.3%	6.1%
20.8%	1.3%	21.3%	0.0%	0.0%	17.7%	0.9%	0.0%	10.4%	0.0%	8.0%	1.3%	4.3%	1.4%	0.0%	0.0%	22.7%	67.7%	7.3%
19.8%	14.1%	44.3%	0.0%	1.4%	20.6%	1.7%	1.4%	12.5%	12.5%	12.5%	1.3%	4.3%	1.6%	0.0%	0.0%	32.0%	87.1%	10.1%
16.8%	23.1%	44.3%	0.0%	4.1%	20.1%	24.1%	1.4%	18.8%	62.5%	37.5%	1.3%	4.3%	2.3%	0.0%	0.0%	50.7%	106.5%	14.7%
22.8%	41.0%	52.5%	0.0%	10.8%	22.0%	33.6%	0.0%	25.0%	25.0%	73.9%	22.8%	8.7%	4.2%	0.0%	0.0%	65.3%	112.9%	21.9%
29.7%	60.3%	77.0%	0.0%	25.7%	24.9%	32.8%	1.4%	16.7%	25.0%	94.3%	73.8%	19.6%	12.8%	0.0%	0.0%	77.3%	116.1%	32.6%
48.5%	91.0%	98.4%	86.7%	44.6%	26.8%	31.0%	4.1%	22.9%	25.0%	95.5%	91.9%	37.0%	30.0%	0.0%	3.3%	106.7%	119.4%	47.8%
60.4%	97.4%	96.7%	96.0%	71.6%	28.7%	19.8%	9.5%	47.9%	37.5%	96.6%	92.6%	45.7%	59.3%	0.0%	3.3%	106.7%	122.6%	57.9%

### Data Collected on Saturday, August 23<sup>rd</sup>

	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9a	Lot 9b	Lot 10	Lot 11	Lot 12	Lot 13	Lot 14	Lot 15	Lot 16	RV	Total
Inventory	101	78	61	75	74	209	116	74	48	8	88	149	46	430	100	60	75	31	1,823
9:00 AM	46	28	54	2	6	15	78	6	1	0	0	1	2	0	0	0	2	18	259
9:30 AM	77	74	61	13	7	30	22	15	0	1	0	2	4	2	0	0	6	20	334
10:00 AM	104	78	61	71	14	37	110	24	0	2	1	4	5	3	0	0	13	20	547
10:30 AM	105	78	61	75	34	52	115	28	1	2	24	4	4	3	0	0	24	21	631
11:00 AM	104	78	61	75	46	64	110	42	3	0	38	3	5	4	0	0	27	22	682
11:30 AM	108	78	57	66	46	70	114	46	0	1	48	4	7	4	0	0	30	25	704
12:00 PM	106	74	59	51	40	63	113	39	0	1	43	6	5	4	0	0	19	26	649
12:30 PM	105	71	60	59	40	66	117	46	2	0	44	3	3	5	0	0	20	27	668
1:00 PM	94	61	49	29	24	68	101	40	4	0	31	1	8	5	0	0	21	26	562
1:30 PM	100	51	45	18	16	64	108	38	6	0	10	0	9	5	0	0	21	29	520
2:00 PM	104	57	50	12	15	61	114	41	5	0	5	1	4	4	0	0	25	32	530
2:30 PM	84	49	43	12	17	50	116	52	2	0	7	2	3	5	0	0	24	36	502
3:00 PM	69	53	45	10	13	51	113	50	5	2	12	3	2	6	0	0	24	44	502
3:30 PM	53	37	34	9	13	63	108	49	7	0	20	0	9	2	0	0	21	44	469
4:00 PM	46	35	25	6	15	53	100	46	7	4	31	5	3	5	0	0	34	52	467
4:30 PM	46	36	30	4	14	54	103	43	7	2	61	6	9	8	0	0	50	52	525
5:00 PM	32	37	34	4	17	48	106	42	11	0	74	58	7	38	0	0	54	52	614
5:30 PM	38	71	44	4	25	63	105	40	14	1	84	130	16	205	0	0	53	54	947
6:00 PM	60	68	58	73	55	64	99	44	19	1	85	151	24	313	0	0	59	54	1,227
6:30 PM	60	70	55	71	63	70	98	40	18	1	85	150	46	460	0	2	59	53	1,401
7:00 PM	51	61	59	71	68	69	72	18	17	3	85	149	46	470	22	16	62	52	1,391

Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9a	Lot 9b	Lot 10	Lot 11	Lot 12	Lot 13	Lot 14	Lot 15	Lot 16	RV	Total
101	78	61	75	74	209	116	74	48	8	88	149	46	430	100	60	75	31	Total
45.5%	35.9%	88.5%	2.7%	8.1%	7.2%	67.2%	8.1%	2.1%	0.0%	0.0%	0.7%	4.3%	0.0%	0.0%	0.0%	2.7%	58.1%	14.2%
76.2%	94.9%	100.0%	17.3%	9.5%	14.4%	19.0%	20.3%	0.0%	12.5%	0.0%	1.3%	8.7%	0.5%	0.0%	0.0%	8.0%	64.5%	18.3%
103.0%	100.0%	100.0%	94.7%	18.9%	17.7%	94.8%	32.4%	0.0%	25.0%	1.1%	2.7%	10.9%	0.7%	0.0%	0.0%	17.3%	64.5%	30.0%
104.0%	100.0%	100.0%	100.0%	45.9%	24.9%	99.1%	37.8%	2.1%	25.0%	27.3%	2.7%	8.7%	0.7%	0.0%	0.0%	32.0%	67.7%	34.6%
103.0%	100.0%	100.0%	100.0%	62.2%	30.6%	94.8%	56.8%	6.3%	0.0%	43.2%	2.0%	10.9%	0.9%	0.0%	0.0%	36.0%	71.0%	37.4%
106.9%	100.0%	93.4%	88.0%	62.2%	33.5%	98.3%	62.2%	0.0%	12.5%	54.5%	2.7%	15.2%	0.9%	0.0%	0.0%	40.0%	80.6%	38.6%
105.0%	94.9%	96.7%	68.0%	54.1%	30.1%	97.4%	52.7%	0.0%	12.5%	48.9%	4.0%	10.9%	0.9%	0.0%	0.0%	25.3%	83.9%	35.6%
104.0%	91.0%	98.4%	78.7%	54.1%	31.6%	100.9%	62.2%	4.2%	0.0%	50.0%	2.0%	6.5%	1.2%	0.0%	0.0%	26.7%	87.1%	36.6%
93.1%	78.2%	80.3%	38.7%	32.4%	32.5%	87.1%	54.1%	8.3%	0.0%	35.2%	0.7%	17.4%	1.2%	0.0%	0.0%	28.0%	83.9%	30.8%
99.0%	65.4%	73.8%	24.0%	21.6%	30.6%	93.1%	51.4%	12.5%	0.0%	11.4%	0.0%	19.6%	1.2%	0.0%	0.0%	28.0%	93.5%	28.5%
103.0%	73.1%	82.0%	16.0%	20.3%	29.2%	98.3%	55.4%	10.4%	0.0%	5.7%	0.7%	8.7%	0.9%	0.0%	0.0%	33.3%	103.2%	29.1%
83.2%	62.8%	70.5%	16.0%	23.0%	23.9%	100.0%	70.3%	4.2%	0.0%	8.0%	1.3%	6.5%	1.2%	0.0%	0.0%	32.0%	116.1%	27.5%
68.3%	67.9%	73.8%	13.3%	17.6%	24.4%	97.4%	67.6%	10.4%	25.0%	13.6%	2.0%	4.3%	1.4%	0.0%	0.0%	32.0%	141.9%	27.5%
52.5%	47.4%	55.7%	12.0%	17.6%	30.1%	93.1%	66.2%	14.6%	0.0%	22.7%	0.0%	19.6%	0.5%	0.0%	0.0%	28.0%	141.9%	25.7%
45.5%	44.9%	41.0%	8.0%	20.3%	25.4%	86.2%	62.2%	14.6%	50.0%	35.2%	3.4%	6.5%	1.2%	0.0%	0.0%	45.3%	167.7%	25.6%
45.5%	46.2%	49.2%	5.3%	18.9%	25.8%	88.8%	58.1%	14.6%	25.0%	69.3%	4.0%	19.6%	1.9%	0.0%	0.0%	66.7%	167.7%	28.8%
31.7%	47.4%	55.7%	5.3%	23.0%	23.0%	91.4%	56.8%	22.9%	0.0%	84.1%	38.9%	15.2%	8.8%	0.0%	0.0%	72.0%	167.7%	33.7%
37.6%	91.0%	72.1%	5.3%	33.8%	30.1%	90.5%	54.1%	29.2%	12.5%	95.5%	87.2%	34.8%	47.7%	0.0%	0.0%	70.7%	174.2%	51.9%
59.4%	87.2%	95.1%	97.3%	74.3%	30.6%	85.3%	59.5%	39.6%	12.5%	96.6%	101.3%	52.2%	72.8%	0.0%	0.0%	78.7%	174.2%	67.3%
59.4%	89.7%	90.2%	94.7%	85.1%	33.5%	84.5%	54.1%	37.5%	12.5%	96.6%	100.7%	100.0%	107.0%	0.0%	3.3%	78.7%	171.0%	76.9%
50.5%	78.2%	96.7%	94.7%	91.9%	33.0%	62.1%	24.3%	35.4%	37.5%	96.6%	100.0%	100.0%	109.3%	22.0%	26.7%	82.7%	167.7%	76.3%

**Appendix C:**  
Marion County Minimum Off-Street Parking  
Requirements for Nonresidential Land Use

Nonresidential Land Use	Required Off-Street Parking Spaces Per Indicated Area*	
Bar	1	Per 4 seats
Bowling alley	3	Per lane
Car wash	5	Per washing lane
Church/Place of Worship	1	Per 3 seats
Elementary or Middle School	2	Per classroom; but not less than 1 per teacher and staff
Fast-food establishments	1	Per 75 sq. ft. GFA
Fiduciary institutions	1	Per 300 sq. ft. GFA
High School	5.5	Per 30 students; but not less than 1 per teacher and staff
<b>Hotel</b>	<b>0.5</b>	<b>Per guest room, plus</b>
	10	Per 1,000 sq. ft. GFA non-room area
Housing for handicapped, elderly, ACLF, nursing homes, or similar uses	1	Per 3 beds, plus
	0.5	Per employee
Industrial	1	Per 675 sq. ft. GFA
Library	1	Per 300 sq. ft. GFA
Manufacturing	1	Per 675 sq. ft. GFA
Medical Center	1	Per 250 sq. ft. GFA
Neighborhood or convenience center under 100,000 sq. ft. GLA	4	Per 1,000 sq. ft. GLA
Nightclub	1	Per 3 seats
Offices	2.5	Per 1,000 sq. ft. GFA
Research	1	Per 1,000 sq. ft. GLA
<b>Restaurant</b>	<b>1</b>	<b>Per 4 seats</b>
<b>Retail store</b>	<b>1</b>	<b>Per 300 sq. ft. GFA</b>
Service station	3	Per bay and work area
Shopping center	3.5	Per 1,000 sq. ft. GLA
Storage areas	1	Per 2,000 sq. ft. GLA
Theater	1	Per 4 seats
Warehouse	1	Per 3,000 sq. ft. GFA