

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JULY 25, 2013

Contract/Lease Control #: C13-2055-PW

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NATURE LAKE OF NW FLORIDA, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/02/2013 (BCC APPROVED)

Term: INDEFINITE

Description of Contract/Lease: TRANSPORTATION INFRASTRUCTURE AGREEMENT

Department: PW

Department Monitor: JOHN HOFSTAD

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: _____

cc: Finance Department Contracts & Grants Office

e-mailed to Jason
5/22

RECEIVED MAY 02 2013
Kra

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C13-2055-PW Tracking Number: 603-13
 Contractor/Lessee Name: Nature Lake of NW Florida, LLC Grant Funded: YES NO
 Purpose: Transportation Infrastructure Agreement
 Date/Term: _____ 1. GREATER THAN \$50,000
 Amount: \$154,080.00 (Total payment to County) 2. GREATER THAN \$25,000
 Department: Public Works 3. \$25,000 OR LESS
 Dept. Monitor Name: J. Hotstad / J. Autrey
 Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 5/1/13
 Purchasing Director or designee

Risk Management Review

Approved as written:
[Signature] Date: 5/2/13
 Risk Manager or designee

County Attorney Review

Approved as written:
[Signature] Date: 5/20/13
 County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:
 _____ Date: _____
 Contracts & Grants Manager



**Okaloosa County
Florida**

**Action Item
1684**



**Request public comment and consideration concerning the Nature Lake
Subdivision Transportation Infrastructure Agreement. District: 1**

Information

Department: Public Works **Category:** PW Engineering

Attachments

Printout
Nature Lake Location Map
2013-06-26 Nature Lake Agreement
Nature Lake Traffic Analysis
Completed coordination

Body

STATEMENT OF ISSUE: Nature Lake of NW Florida, LLC has requested this Public Hearing for consideration of a Transportation Infrastructure Agreement associated with the development of the Nature Lake subdivision off of Lake Silver Road.

BACKGROUND: Nature Lake subdivision is a proposed three phase development containing 160 single family lots. Phase 1 of the development has been approved through the development order process, however remaining phases generate traffic that exceeds the capacity available on monitored segments of the roadway system; more specifically along SR 85 north of Crestview.

In an effort to offset the impacts the development has to the roadway network, the Developer is proposing to provide the following improvements and mitigation payment:

1. Turn lane and roadway improvements along Lake Silver Road at the location where the development connects to the existing roadway.
2. Cash contribution to the County to be directly applied to the ongoing Capital Improvement Project to convert Fairchild Road from a dirt roadway to paved roadway.

Construction of the roadway improvements along Lake Silver Road (valued at \$50,000) are required to be complete prior to approval of the Phase 1 construction and mitigation payments of \$61,224.00 and \$42,856.00 shall be paid prior to the recording of Phase II and III plats respectively. The total payment to the County (\$154,080.00 improvements and cash) was developed based on a proportion of the trips required for concurrency compared to the capacity created by the improvements to Fairchild Road.

Approval of the Transportation Infrastructure Agreement does not cause approval of any phase of the proposed Nature Lake Subdivision development; simply it vests concurrency for traffic impacts.

In accordance with Section 163.3225 of the Florida Statutes, it is required that the requested agreement be considered by the Board of County Commissioners by way of the Public Hearing process. The Planning Commission reviewed the public hearing request on June 13, 2013 and there was no objection presented. This public hearing is the final action required to comply with Florida Statutes and obtain approval from the Board of County Commissioners.

OPTIONS: Approve/Disapprove the Transportation Infrastructure Agreement for the Nature Lake subdivision from Nature Lake of NW Florida, LLC.

RECOMMENDATIONS: Approve the Transportation Infrastructure Agreement for the Nature Lake subdivision from Nature Lake of NW Florida, LLC.

Meeting History

Jul 2, 2013 6:00 PM Video Board of County Commissioners Regular Meeting (North)

 **Draft**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Harris, Commissioner District 1
SECONDER: Kelly Windes, Commissioner District 5
AYES: Don Amunds, Nathan Boyles, Wayne Harris, Dave Parisot, Kelly Windes

Public Discussion

 Add Comment

Powered by **IQM2**
Intelligent Meeting Management Solutions

Search Results

Current Search Terms: nature* Lake* of NW florida* LLC*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1108.20130719-0907

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 2nd day of July, 2013, by and between the Okaloosa County Board of County Commissioners (the "County") and Nature Lake of NW Florida, LLC a Florida limited liability company (the "Developer") for the purpose of establishing development rights of the Developer for certain real property located within the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and, insuring that this Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) *The Legislature finds and declares that:*

(a) *The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.*

b) *Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.*

(3) *In conformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972. it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.*

(4) *This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.*

(5) *Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.*

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

CONTRACT # C13-2055-PW
NATURE LAKE OF NW FLORIDA, LLC.
TRANSPORTATION INFRASTRUCTURE AGREEMENT
EXPIRES: INDEFINITE

Instr # 2870343 BK: 3107 PG:3784,Page 1 of 32
Recorded 07/23/2013 at 09:44 AM,
RECORDING: \$145.50 RECORDING ARTICLE V: \$128.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY FL

WHEREAS, the Developer wishes to develop a 160-lot single family residential development project which will be comprised solely of residential and accessory uses; and

WHEREAS, the Developer has control of a 107 +/- acre parcel of property (the "Property") located as more particularly described in Exhibit A, which possesses the required characteristics to accommodate the proposed general plan for development of the Property which has been submitted by the Developer under the name of Nature Lake (the "Project"); and

WHEREAS, the Property is currently zoned by the County for residential use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district; and

WHEREAS, the Project will be developed in up to three (3) phases over a period of years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the benefits to the County as a result of entering into this Agreement are unique to the particular circumstances of this Agreement; and

WHEREAS, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on June 13, 2013 and July 2, 2013 respectively, with due public notice provided for each as required by law.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Development Agreement and do hereby agree as follows:

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this Article, its meaning shall be as defined in the Okaloosa County Land Development Code.

2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90-1, as subsequently amended.

2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.

- 2.3 “Developer” means, Nature Lake of NW Florida, LLC Florida limited liability company, and its lawful successors in title and interest.
- 2.5 “Land Development Code” means the Okaloosa County Land Development Code, Ordinance No. 91-1, as subsequently amended.
- 2.6 “Maintenance” means servicing, support, and upkeep of all infrastructure servicing the Project.
- 2.7 “Owners Association” means the non-profit corporation established as a mandatory owners association for the governance of the use of the property subject to this Agreement.
- 2.8 “Project” means the proposed residential development, Nature Lake, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.
- 2.9 “Property” means the real property more particularly described as Exhibit A upon which the Project will be developed.
- 2.10 “Right-of-way” means the area which may be dedicated to the County or such other governmental entity allowing access for public works, utilities, and public access, or to the community association for members’ use and access.

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

- 3.1 **Legal Description** - A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and incorporated herein by reference.
- 3.2 **Duration of Agreement** - The duration of this Agreement shall be for five (5) years commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.
- 3.3 **Development Uses**
- (a) The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of 160 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than 4 units per acre, and building height shall not exceed 45 feet.
- (b) The Project described in section 3.3(a) may be developed in up to three phases through the term of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phasing includes ninety two (92) lots for Phase 1, forty (40) lots for Phase 2 and twenty eight (28) lots for Phase 3.

3.4. **Public Facilities and Public Capacity Reservation** - The Developer, at its expense, will supply adequate public facilities and services to serve the Project concurrent with the impact which creates the need for the following services:

(a) **Solid Waste Disposal** - Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler.

(b) **Stormwater Management** – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system to serve all parcels within the project boundary. All stormwater management system improvements located within the Project will be: (1) designed and constructed to County and State standards and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project-wide system is intended to provide the primary treatment capacity for all development within the Project.

3.5 **Consistency** - The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan, and applicable development regulations in effect at the time of the execution of this Agreement.

3.6 **Required Permits** - Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.

3.6 **Additional Conditions** - The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement.

3.8 The parties hereto do agree that the Developer may act in reliance upon this Agreement. Nothing herein, however, is intended to preclude the County from exercising its proper regulatory powers to protect the health, welfare, and safety of the public.

ARTICLE IV. **INFRASTRUCTURE CAPACITY**

4.1 The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project prepared by Innerlight Engineering Corporation, Inc. including land use and transportation capacity analysis data for the purpose of determining the impact the Project will have on the local roadway network, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

4.2 The proposed trips resulting from the development of the Project exceeds the capacity available along segments of SR 85 and Airport Road. The parties have agreed that the Developer may address the capacity constraints in the impact area through an in-kind contribution of turn lane/roadway improvements along Lake Silver Road, as more fully set forth in section 4.4(a) below, and cash

contributions which the County will apply directly to the ongoing Fairchild Road project, as set forth in section 4.4(b) and (c) below (collectively, the "Mitigation Payment")..

4.3 In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of 53 P.M. Peak Hour trips and 37 P.M. Peak Hour trips, respectively, in relation to the segment of State Road 85 (from Stillwell Boulevard to Old Bethel Road) and Airport Road which are to be primarily impacted by said trips.

4.4 The total budgeted construction cost of the Fairchild Road project is \$2.5 million, which will create one thousand four hundred and forty (1440) trips. Based on the proportionate share of the total budgeted construction costs for the Fairchild Road project, the parties agree the Developer's total Mitigation Payment amount is One Hundred Fifty Four Thousand and Eighty Dollars (\$154,080), which shall be paid as follows:

- a) Prior to the recording of the final plat for Phase 1, the Developer shall design, construct and dedicate a deceleration/turn lane from Lake Silver Road into the main entrance road of the development. The agreed upon value of this in-kind contribution is Fifty Thousand dollars (\$50,000).
- b) Prior to the recording of the final plat for Phase 2, the Developer shall submit to the County payment in the amount of Sixty One Thousand Two Hundred Twenty Four dollars (\$61,224).
- c) Prior to the recording of the final plat for Phase 3, the Developer shall submit to the County payment in the amount of Forty Two Thousand Eight Hundred Fifty Six dollars (\$42,856).
- d) In the event the Developer chooses to develop the Project in less than three (3) phases, the payment due to the County will be pro-rated based on a ratio of the number of lots requested to be developed.

4.5 The Developer shall provide improvements required to satisfy all traffic related operational considerations associated with the development.

4.6 The Developer shall construct or cause to be constructed a roadway system that will either be private or dedicated to the County within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall either be owned and maintained as a public roadway system by the County or as a private common element of the Project by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project unless they are dedicated to the County and formally accepted after the completion of the required bonding and warranty period. The roadway will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads within the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

4.7 The terms of this agreement shall not be construed to imply approval for water, wastewater, stormwater or solid waste concurrency nor shall it relieve the developer from complying with all applicable rules and/or regulations pertaining to this development. This agreement is applicable to only the specific items expressed herein and the Developer shall comply with all other requirements of the Okaloosa County Land Development Code in their effort to obtain development approval.

ARTICLE V. AGREEMENT AND COVENANT

5.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land resources of the County, provide for

public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.

5.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

5.3 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall suspend and hold in abeyance all applications for or issuance of any development orders or building permits for the Project until the failure is cured and no further phases of the Project shall be reviewed, permitted, or otherwise approved. At such time as the Developer cures the performance failure then the review and processing of applications for a development order may resume.

5.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer: (Name and Address)

Nature Lake of NW Florida, LLC
4399 Commons Drive East
Suite 300
Destin, FL 32541

As to the County: (Name and Address)

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1804 Lewis Turner Blvd., Suite 200
Ft. Walton Beach, Florida 32547

And a copy to: (Attorneys)

Steve Hall
4399 Commons Drive East, Suite 300
Destin, FL 32541

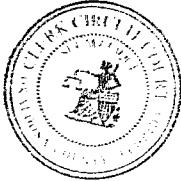
John Dowd
901 Eglin Parkway
Shalimar, FL 32579

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and seals this 11th day of July, 2013

Signed, sealed and delivered
in the presence of:

Mary J. Stanford



OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Don R. Amunds
Chairman
John Dowd
(Attorney)



STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of July, 2013,
by Don R. Amunds, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS, on behalf of the Board, who is personally known to me.



Mary L. Carson
Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered
in the presence of:

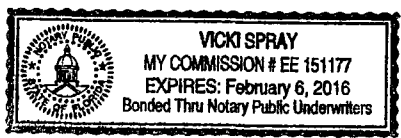
DEVELOPER

Nature Lake of NW Florida, LLC, a Florida
limited liability company

By: Steven K. Hall
Steven K. Hall, Esq. as agent for
Craig J. Kruse, Member of Carson
Holdings of Northwest Florida LLC,
Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 3rd day of July, 2013, by Steven K. Hall as
authorized agent for Craig J. Kruse, authorized member of Carson Holdings of Northwest Florida, LLC as
Manager of Nature Lake of NW Florida, LLC who is personally known to me to be the person described
in and who executed the foregoing instrument as a manager for a limited liability corporation organized
under the laws of the State of Florida and authorized to transact business in the State of Florida. He has
acknowledged before me that he executed the foregoing instrument as such office in the name and on
behalf of the corporation.



Vicki Spray
Notary Public, State of Florida
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT BOUNDARY

LEGAL DESCRIPTION (AS FURNISHED):

PARCEL #1:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE WEST A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 1321.20 FEET TO A CONCRETE MONUMENT; THENCE EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH A DISTANCE OF 1320.64 FEET; THENCE WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. LESS THE SOUTH 33.00 FEET FOR ROAD.

PARCEL #2:

THE SOUTHWEST QUARTER (SW 1/4) OF NORTHEAST QUARTER (NE 1/4), AND THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4), TOGETHER WITH A 30 FOOT STRIP ACROSS THE SOUTH 30 FEET OF NE 1/4 OF SE 1/4 FOR RIGHTS OF INGRESS AND EGRESS, SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60.00 FEET WIDE, THE CENTERLINE OF WHICH TO BE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 43'49" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55'34" WEST A DISTANCE OF 979.05 FEET; THENCE NORTH 00 DEGREES 35'09" WEST A DISTANCE OF 1635.00 FEET; THENCE SOUTH 89 DEGREES 55'34" WEST A DISTANCE OF 199.91 FEET; THENCE NORTH 89 DEGREES 55'34" EAST A DISTANCE OF 1049.64 FEET; THENCE SOUTH 89 DEGREES 55'34" WEST A DISTANCE OF 199.91 FEET; THENCE SOUTH 00 DEGREES 40'56" EAST A DISTANCE OF 1635.00 FEET TO THE POINT OF TERMINUS

ALSO: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE WEST A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 1321.20 FEET TO A CONCRETE MONUMENT; THENCE EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH A DISTANCE OF 1320.64 FEET; THENCE WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. LESS THE SOUTH 33.00 FEET FOR ROAD.

ALSO: A STRIP OF LAND 40.00 FEET WIDE TO BE USED FOR EASEMENT PURPOSES, THE CENTERLINE OF WHICH TO BE DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 43'49" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 1635.00 FEET; THENCE SOUTH 89 DEGREES 55'34" WEST A

DISTANCE OF 125.00 FEET; THENCE NORTH 00 DEGREES 32'16" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES 55'34" WEST A DISTANCE OF 904.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 32'16" WEST A DISTANCE OF 440.00 FEET TO THE WATER'S EDGE AND THE POINT OF TERMINUS.

ALSO: THE SOUTH 30.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 AND 2, THE FOLLOWING DESCRIBED LOTS.

LOT 8, TIMBERLAKE ESTATES, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 32'16" WEST A DISTANCE OF 175 FEET; THENCE NORTH 89 DEGREES 55'34" EAST A DISTANCE OF 295.07 FEET; THENCE SOUTH 00 DEGREES 35'09" EAST A DISTANCE OF 175.00 FEET; THENCE SOUTH 89 DEGREES 55'34" WEST A DISTANCE OF 295.23 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LOT 41, TIMBERLAKE ESTATES, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE 00 DEGREES 32'16" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1985.00 FEET TO THE WATER'S EDGE OF A LAKE ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 32'16" EAST A DISTANCE OF 128.34 FEET, SAID POINT BEING 1856.66 FEET NORTH OF SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 55'34" EAST A DISTANCE OF 295.00 FEET; THENCE NORTH 00 DEGREES 32'16" WEST A DISTANCE OF 268.34 FEET TO SAID WATERS EDGE; THENCE SOUTH 60 DEGREES 34'01" WEST ALONG SAID WATERS EDGE A DISTANCE OF 260.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 3-A

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 00 DEGREES 25'05" EAST ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 29, PROCEED NORTH 88 DEGREES 44' 00" WEST, A DISTANCE OF 310.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 44'00" WEST, A DISTANCE OF 1009.26 FEET; THENCE PROCEED NORTH 00 DEGREES 25' 05" EAST, A DISTANCE OF 747.64 FEET; THENCE PROCEED SOUTH 88 DEGREES 42' 05" EAST, A DISTANCE OF 832.53 FEET; THENCE PROCEED SOUTH 15 DEGREES 54' 14" WEST, A DISTANCE OF 110.94 FEET; THENCE PROCEED SOUTH 13 DEGREES 56'03" WEST, A DISTANCE OF 73.44 FEET; THENCE PROCEED SOUTH 18 DEGREES 11' 24" EAST, A DISTANCE OF 409.08 FEET; THENCE PROCEED SOUTH 88 DEGREES 47' 51" EAST, A DISTANCE OF 95.47 FEET; THENCE PROCEED SOUTH 01 DEGREES 12' 09" WEST, A DISTANCE OF 182.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH A 40.00 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 00 DEGREES 25'05" EAST ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID LINE OF SECTION 29, PROCEED NORTH 88 DEGREES 44'00" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE NORTH 88 DEGREES 44'00" WEST, A DISTANCE OF 280.74 FEET; THENCE PROCEED NORTH 01 DEGREES 12'09" EAST, A DISTANCE OF 40.00 FEET; THENCE PROCEED SOUTH 88 DEGREES 44'00" EAST, A DISTANCE OF 280.19 FEET; THENCE PROCEED SOUTH 00 DEGREES 25'05" WEST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3-B:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 00 DEGREES 25'05" EAST ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 29, PROCEED NORTH 88 DEGREES 44'00" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 00 DEGREES 25'05" EAST, A DISTANCE OF 524.10 FEET; THENCE PROCEED NORTH 72 DEGREES 48'17" WEST, A DISTANCE OF 49.88 FEET; THENCE PROCEED NORTH 67 DEGREES 40' 03" WEST, A DISTANCE OF 61.65 FEET; THENCE PROCEED SOUTH 84 DEGREES 45'09" WEST, A DISTANCE OF 67.01 FEET; THENCE PROCEED SOUTH 19 DEGREES 42' 03" WEST, A DISTANCE OF 84.13 FEET; THENCE PROCEED NORTH 89 DEGREES 05'09" WEST, A DISTANCE OF 74.83 FEET; THENCE PROCEED NORTH 65 DEGREES 19' 23" WEST, A DISTANCE OF 192.63 FEET; THENCE PROCEED NORTH 69 DEGREES 03' 27" WEST, A DISTANCE OF 58.02 FEET; THENCE PROCEED SOUTH 18 DEGREES 11'24" EAST, A DISTANCE OF 409.08 FEET; THENCE PROCEED SOUTH 88 DEGREES 47' 51" EAST, A DISTANCE OF 95.47 FEET; THENCE PROCEED SOUTH 01 DEGREES 12'09" WEST, A DISTANCE OF 182.48 FEET; THENCE PROCEED SOUTH 88 DEGREES 44' 00" EAST A DISTANCE OF 280.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SUBJECT TO A 40.00 FOOT WIDE INGRESS AND EGRESS EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 00 DEGREES 25' 05" EAST ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID LINE OF SECTION 29, PROCEED NORTH 88 DEGREES 44' 00" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE NORTH 88 DEGREES 44' 00" WEST, A DISTANCE OF 280.74 FEET; THENCE PROCEED NORTH 01 DEGREES 12' 09" EAST, A DISTANCE OF 40.00 FEET; THENCE PROCEED SOUTH 88 DEGREES 44' 00" EAST, A DISTANCE OF 280.19 FEET; THENCE PROCEED SOUTH 00 DEGREES 25' 05" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM PARCEL 3-B ABOVE:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 00 DEGREES 25' 05" EAST ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 29, PROCEED NORTH 88 DEGREES 44' 00" WEST A DISTANCE OF 30.00 FEET; THENCE PROCEED NORTH 00 DEGREES 24' 24" EAST, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 89 DEGREES 35' 34" WEST, A DISTANCE OF 128.90 FEET; THENCE PROCEED NORTH 41 DEGREES 27' 46" WEST, A DISTANCE OF 217.98 FEET; THENCE PROCEED SOUTH 89 DEGREES 05' 09" EAST, A DISTANCE OF 74.83 FEET; THENCE PROCEED NORTH 18 DEGREES 24' 20" EAST, A DISTANCE OF 84.18 FEET; THENCE PROCEED NORTH 83 DEGREES 56' 23" EAST A DISTANCE OF 67.07 FEET; THENCE PROCEED SOUTH 68 DEGREES 56' 23" EAST, A DISTANCE OF 61.66 FEET; THENCE PROCEED SOUTH 74 DEGREES 08' 46" EAST, A DISTANCE OF 49.88 FEET; THENCE PROCEED SOUTH 00 DEGREES 24' 24" WEST, A DISTANCE OF 208.19 FEET TO THE POINT OF BEGINNING.

ALSO THE FOLLOWING THREE PARCELS:

LOT 8, TIMBERLAKE ESTATES, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 00° 32' 16" WEST A DISTANCE OF 1285.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 32' 16" WEST A DISTANCE OF 175 FEET; THENCE NORTH 89° 55' 34" EAST A DISTANCE OF 295.07 FEET; THENCE SOUTH 00° 35' 09" EAST A DISTANCE OF 175.00 FEET; THENCE SOUTH 89° 55' 34" WEST A DISTANCE OF 295.23 FEET TO THE POINT OF BEGINNING.

AND

LOT 41, TIMBERLAKE ESTATES, AN UNRECORDED PLAT, AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA. THENCE NORTH 00° 32' 16" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 1985.00 FEET TO THE WATER'S EDGE OF A LAKE ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 32' 16" EAST A DISTANCE OF 128.34 FEET SAID POINT BEING 1856.66 FEET NORTH OF SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89° 55' 34" EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 00° 32' 16" WEST A DISTANCE OF 268.34 FEET TO SAID WATERS EDGE; THENCE SOUTH 60° 34' 01" WEST ALONG SAID WATERS EDGE A DISTANCE OF 260.00 FEET MORE OR LESS TO THE POINT OF BEGINNING. BEING IN AREA 1.10 ACRES, MORE OR LESS.

AND

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE WEST A DISTANCE OF 1320.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 1321.20 FEET TO A CONCRETE MONUMENT; THENCE EAST A DISTANCE OF 220.0 FEET TO A CONCRETE MONUMENT; THENCE SOUTH A DISTANCE OF 1319.16 FEET; THENCE WEST A DISTANCE

OF 220.0 FEET TO THE POINT OF BEGINNING; LESS THE SOUTH 33.00 FEET FOR ROAD.
LESS AND EXCEPT THE WEST 60 FEET THEREOF.

EXHIBIT B

TRAFFIC IMPACT ANALYSIS

INNERLIGHT ENGINEERING CORPORATION

P.O. Box 459 • Fort Walton Beach, Florida • 32549

Phone: (850) 333-4370 or (850) 333-4372

E-Mail: david (or) jim @innerlighteng.com

THINK

•

SOLVE

•

SERVE

Transportation Concurrency Analysis Nature Lake

Okaloosa County, Florida

September 26, 2012



David E. Smith, P.E.
P.E. No. 58927

Introduction

The proposed Nature Lake project is located on the north side of Lake Silver Road approximately 0.68 miles west of State Road 85 in unincorporated Okaloosa County, Florida. Access to the project is provided directly to Lake Silver Road and to Dogwood Drive (which also connects to Lake Silver Road). The project consists of 160 single family detached dwellings. A vicinity map is provided on **Figure 1**.

Existing and Committed Traffic

Traffic data for existing conditions was obtained from the Florida Department of Transportation (FDOT) and Okaloosa County. The FDOT traffic count data was released in June 2012 and represent counts collected in 2011. The Okaloosa County count data was recently obtained and represents counts collected in 2010. For purposes of this analysis, the daily (average annual daily traffic, or AADT) traffic counts were converted to peak season, peak hour conditions in order to perform a directional analysis for state roadways and a two-way analysis for county roadways.

The conversion factors used for this conversion are the K and D factor data provided by FDOT. The factor data used in this analysis is shown in **Exhibit 1** of this report. Roadway level of service (LOS) standard information was obtained from the Okaloosa County Comprehensive Plan. Information regarding roadway characteristics such as area type, facility type, and were obtained from the Okaloosa-Walton Transportation Planning Organization Adopted Congestion Management System report, dated February 2012.

Okaloosa County provided traffic data for committed projects (those projects that have been approved but not yet built) as of December 2010. This committed traffic data was used in the roadway segment level of service analysis.

Trip Generation

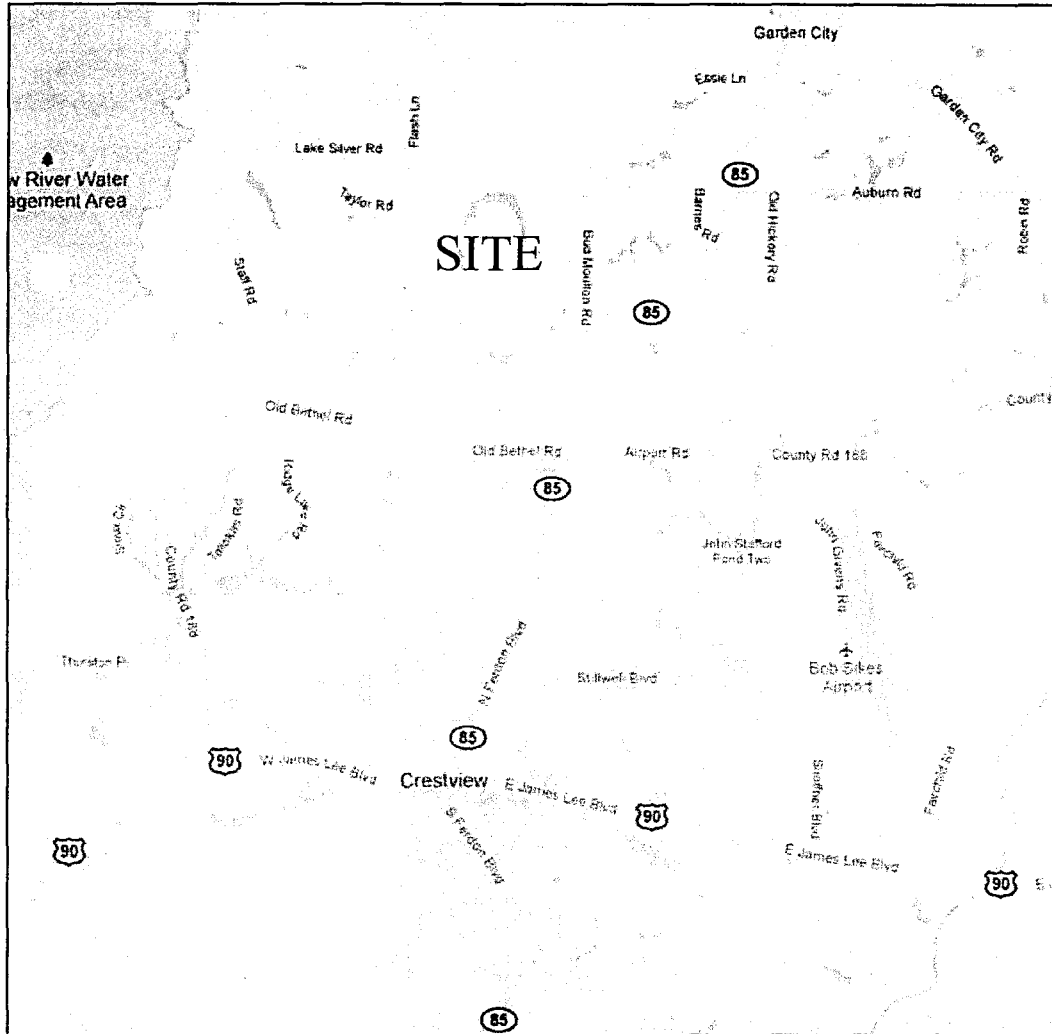
To determine the number of trips the proposed project will generate, the standard trip generation equation from the Institute for Transportation Engineers (ITE) *Trip Generation* manual, Eighth Edition, was used.

Trip generation for the PM peak hour is provided in **Table 1**.

Trip Distribution

Project traffic was assigned onto the external roadway system using existing traffic patterns and local knowledge of the area's potential origins and destinations and trip lengths. The project traffic distribution can be found in **Figure 2**.

Figure 1
Vicinity Map



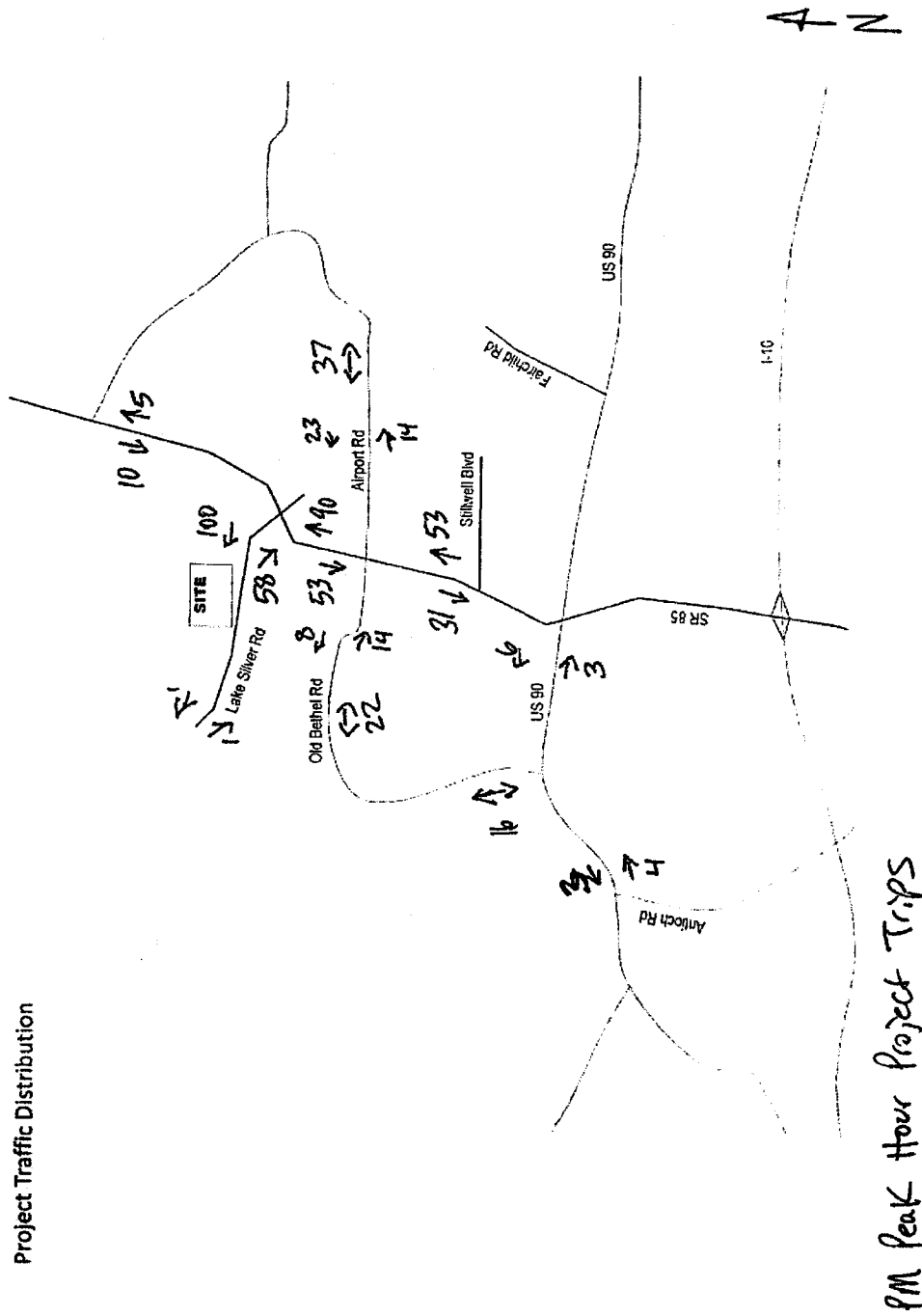
Driving Directions:

From the US 90 / SR 85 intersection travel north along SR 85 N approximately 3.24 miles; Turn left on Lake Silver Road and travel west along Lake Silver Road approximately 0.68 miles. The property is located along the north side of Lake Silver Road.

Table 1
PM Peak Hour Project Trip Generation

Development Type	Size	Equation	PM Peak Trips	Enter/Exit Split	Enter/Exit Trips
ITE Code 210 Single Family Detached Housing	160 du	$\ln(T) = 0.90 \ln(X) + 0.51$	160	63% enter 37% exit	101 enter 59 exit

Figure 2
Project Traffic Distribution



Level of Service Analysis

The level of service analysis may be found in **Table 2** for State roads and **Table 3** for County roads. Peak hour service volumes were determined using generalized tables from the Florida Department of Transportation (FDOT) Level of Service Manual.

As indicated in Table 2, State Road 85 and Airport Road are projected to have traffic that may potentially exceed the maximum service volumes found in the FDOT Generalized Tables.

The potentially over-capacity segments on these roadways are existing deficiencies and are not caused by the proposed project. With regard to the Airport Road segment, the roadway currently operates at only about 40% of its LOS D maximum service volume, but the analysis indicates that the roadway is potentially over capacity due to committed traffic. In fact, committed traffic accounts for over 60% of the roadway's LOS D maximum service volume, with the River Park PUD Master Plan consuming the largest share (454 trips) of the committed traffic. Given the long-range and uncertain nature of that project, Airport Road will continue to operate with considerable available capacity remaining for an extended period.

In order to mitigate the project's impact upon the roadway system, the applicant proposes to enter into a developer's agreement with Okaloosa County.

One mitigation measure that the applicant proposes to take is to provide a deceleration lane on Lake Silver Road at the project entrance location. While the project traffic does not meet the numeric warrant criteria for the installation of a right turn lane, such a lane is proposed in order to reduce the delay for westbound drivers on Lake Silver Road, as that is the peak direction of travel in the afternoon period.

Table 2
Concurrency Level of Service Analysis for State Roads
PM Peak Hour Conditions
Nature Lake

101 enter
59 exit

Road	Segment		Dir	Pk Dir	PM Pk Service Volume	2011 count			Existing Peak Hr Dir Traffic	PM Peak Commit Traffic	Exist + Commit Traffic	Project Traffic Assign	Project Traffic	Total Future Traffic	Remaining Service Volume	Project Traffic as a % of Service Vol	
	From	To				FDOT Site #	AADT	K									D
SR 85	Stillwell Blvd	Old Bethel	SB		1,800	1603	21,000	0.0900	0.5260	896	895	1,791	52%	31	1,822	(22)	1.7%
			NB	PD						994	1,503	2,497	52%	53	2,550	(750)	2.9%
	Old Bethel	End of 4-lane	SB		2,420	0138 *	4,400	0.0950	0.5850	173	761	934	89%	53	987	1,433	2.2%
			NB	PD						245	1,256	1,501	89%	90	1,590	830	3.7%
	End of 4-lane	County Line	SB		430	0051, 0054, 0118,	3,638	0.0950	0.5850	143	761	904	9%	9	914	(484)	2.1%
			NB	PD		0138, 0356T **				202	1,256	1,458	9%	5	1,463	(1,033)	1.2%
US 90	Antloch Road	W Crestview City Limits	EB		1,800	1602, 0122T ***	14,833	0.0900	0.5260	633	200	833	4%	4	837	963	0.2%
			WB	PD						702	204	906	4%	2	909	891	0.1%
	E Crestview City Limits	Fairchild Rd	EB	PD	3,130	1601	11,000	0.0900	0.5260	521	99	620	2%	1	621	2,509	0.0%
			WB							469	179	648	2%	2	650	2,480	0.1%

* Station 570138 is approximately 2.0 miles north of this segment, but is the most similar station in terms of observed traffic volume for this segment

** Stations on this segment:

0051	3600
0054	3400
0118	3000
0138	4400
0356T	3790

*** Stations on this segment:

1602	17000
0122T	12666

Table 3
Concurrency Level of Service Analysis for County Roads
PM Peak Hour Conditions

Nature Lake

160

Road	Segment		Dir	Adopted LOS Std	PM Pk Service Volume	Daily Traffic (Unadjusted)	Axle Factor	Seasonal Factor	K Factor	Existing PM Peak Traffic	Two-Way Committed Traffic	Existing + Committed Traffic	Project Traffic Assign	Two-Way Project Traffic	Total Future Traffic	Remaining Service Volume	Project Traffic as a % of Service Vol
	From	To															
Old Bethel Rd/CR 188	SR 85	US 90	EB WB	D	1,460	6,314	0.94	0.95	0.0900	507	342	849	14%	22	872	588	1.53%
Airport Rd/CR 188	SR 85	John Givens Rd	EB WB	D	1,460	6,774	0.94	0.95	0.0900	544	966	1,510	23%	37	1,547	(87)	2.52%

Operational Analysis

Operational analysis in the form of turn lane analyses was conducted for the project entrance on Lake Silver Road and the intersection of State Road 85 and Lake Silver Road.

Lake Silver Road Project Entrance Location

Criteria for determining right turn lane requirements are provided in "Intersection Channelization Guide," Transportation Research Board (NCHRP) Report Number 279.

During the PM peak hour, it was conservatively estimated that nearly all of the project entering traffic would turn right into the project. Accordingly, it is estimated that 100 vehicles will turn right onto the project entrance road from Lake Silver Road. The westbound existing volume on Lake Silver Road (right plus through movements) is estimated to be 550 vehicles based on existing traffic and development plus committed traffic for projects located on Lake Silver Road. For the purposes of this analysis, a 35 mph design speed was used (the posted speed limit is 30 mph). As indicated in **Figure 3**, a right turn lane is not warranted at this location.

Since no significant traffic volume is projected to turn left into the site from the west on Lake Silver Road, a left turn lane analysis is not applicable.

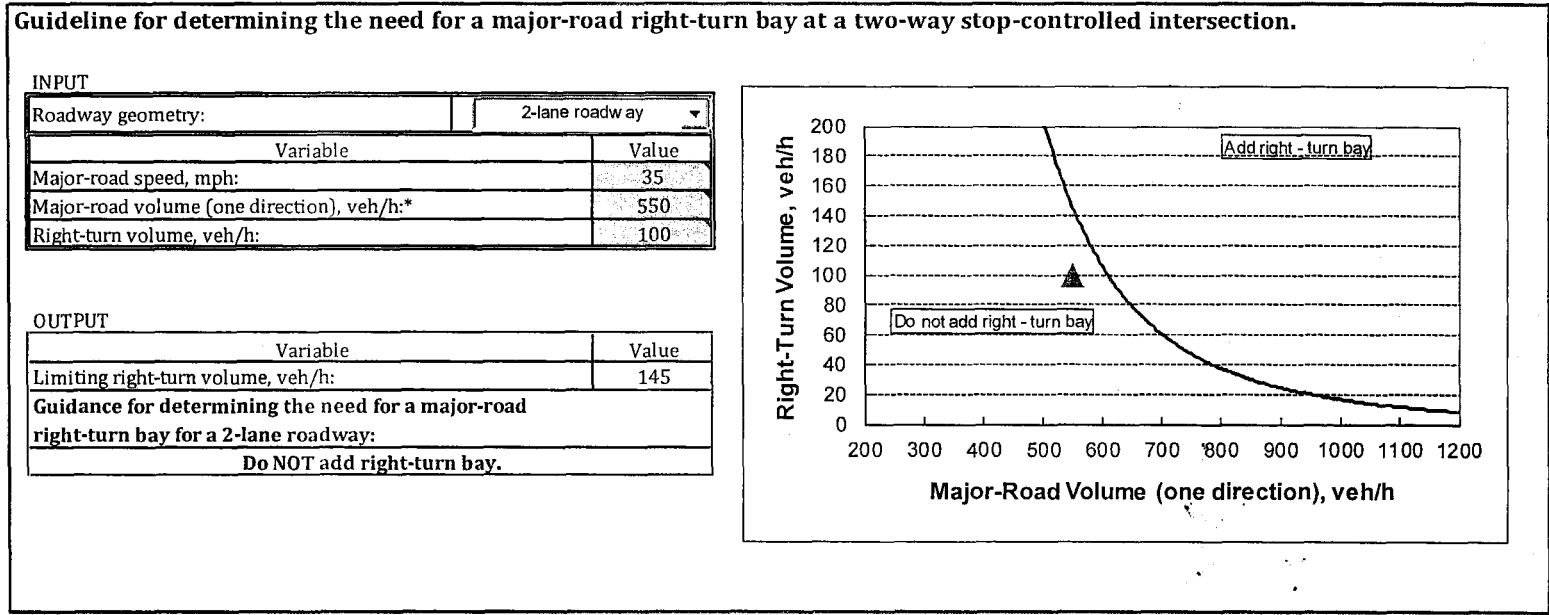
State Road 85 Northbound Left Turn onto Lake Silver Road

Criteria for examining left turn lane requirements are provided in "Aspects of Traffic Control Devices," *Highway Research Record Number 211*, National Research Council. While a left turn lane exists at this location, the purpose of this analysis was to determine the dimensional requirements of the northbound left turn lane based on total future northbound left turning traffic from State Road 85 onto Lake Silver Road.

During the PM peak hour, it is estimated that 90 project vehicles will turn left onto Lake Silver Road from State Road 85. This results in a future estimated northbound total left turn volume of 250 vehicles during the PM peak hour. For the purposes of this analysis, a 60 mph design speed (55 mph posted) was used for State Road 85. As indicated in **Figure 4**, the deceleration plus conservative two-minute stacking storage length requirements for the left turn lane total 630 feet. The existing left turn lane is approximately 680 feet in length. Therefore, the existing left turn lane is adequate to accommodate the increase in traffic.

Figure 3
Right Turn Lane Analysis

Location: Westbound Right Turn into Project from Lake Silver Road
Project: Nature Lake



source: Evaluating Intersection Improvements: An Engineering Study Guide
 NCHRP Report 457

*note minimum volume of 250 for marker to indicate on chart.

Posted speed is 30 mph

Major road background volume estimated based on existing development + trips from committed projects as of December 2010

Figure 4
Turn Lane Dimensions
Nature Lake

Calculations Based on FDOT Guidelines

Intersection	NB Right from SR 85 onto Lake Silver Rd
Scenario	PM Peak Hour
Date	7/26/2012

General Information:

Turn Lane Type	Left
Approach	NB
Traffic Control Type	Unsignalized
Time of Day	PM
Number of Lanes	1
Geometric Conditions	Rural
Design Speed	60 mph

Turn Lane Parameters:

Vehicle Length	25 feet
Peak Cycle Factor	30
Turning Traffic Volume	250

Storage:

2-Minute Stacking During Peak 15 Minutes	8.33 vehicles
Total 2-Minute Stacking Needed (rounded up to whole vehicles)	225 feet
Minimum Required Storage	N/A
Number of Turn Lanes	1
Design Storage Length per Lane	225 feet

Deceleration:

Taper	50 feet
Total Deceleration Distance	405 feet

Total Turn Length (including Taper)	630 feet
--	-----------------

Conclusion

A traffic impact analysis was conducted for the proposed Nature Lake project, which will be located on the north side of Lake Silver Road approximately 0.68 miles west of State Road 85 in unincorporated Okaloosa County, Florida.

The following is a summary of the findings and observations of this report:

- The existing northbound left turn lane on State Road 85 turning left onto Lake Silver Road appears long enough to accommodate the proposed future traffic including this project.
- The project access location on Lake Silver Road does not meet requirements for a left turn lane or a right turn lane. As a mitigation measure, however, the project proposes a right turn deceleration lane into the project to reduce delay for Lake Silver Road drivers traveling west, which is the afternoon peak direction.
- Portions of State Road 85 and Airport Road are projected to be deficient prior to the addition of project traffic. The applicant proposes to address mitigation with a developers agreement with Okaloosa County.

Exhibit 1
Supporting Data

2011 Weekly Axle Factor Category Report - Report Type: ALL

County: 57 - OKALOOSA

Week	Dates	SR397	5713	SR20,SR397 - WALT.CO	5714	OKALOOSA RURAL	5716	OKALOOSA URBAN	5717
1	01/01/2011 - 01/01/2011		1.00		0.98		0.94		0.99
2	01/02/2011 - 01/08/2011		1.00		0.98		0.94		0.99
3	01/09/2011 - 01/15/2011		1.00		0.98		0.94		0.99
4	01/16/2011 - 01/22/2011		1.00		0.98		0.94		0.99
5	01/23/2011 - 01/29/2011		1.00		0.98		0.94		0.99
6	01/30/2011 - 02/05/2011		1.00		0.98		0.94		0.99
7	02/06/2011 - 02/12/2011		1.00		0.98		0.94		0.99
8	02/13/2011 - 02/19/2011		1.00		0.98		0.94		0.99
9	02/20/2011 - 02/26/2011		1.00		0.98		0.94		0.99
10	02/27/2011 - 03/05/2011		1.00		0.98		0.94		0.99
11	03/06/2011 - 03/12/2011		1.00		0.98		0.94		0.99
12	03/13/2011 - 03/19/2011		1.00		0.98		0.94		0.99
13	03/20/2011 - 03/26/2011		1.00		0.98		0.94		0.99
14	03/27/2011 - 04/02/2011		1.00		0.98		0.94		0.99
15	04/03/2011 - 04/09/2011		1.00		0.98		0.94		0.99
16	04/10/2011 - 04/16/2011		1.00		0.98		0.94		0.99
17	04/17/2011 - 04/23/2011		1.00		0.98		0.94		0.99
18	04/24/2011 - 04/30/2011		1.00		0.98		0.94		0.99
19	05/01/2011 - 05/07/2011		1.00		0.98		0.94		0.99
20	05/08/2011 - 05/14/2011		1.00		0.98		0.94		0.99
21	05/15/2011 - 05/21/2011		1.00		0.98		0.94		0.99
22	05/22/2011 - 05/28/2011		1.00		0.98		0.94		0.99
23	05/29/2011 - 06/04/2011		1.00		0.98		0.94		0.99
24	06/05/2011 - 06/11/2011		1.00		0.98		0.94		0.99
25	06/12/2011 - 06/18/2011		1.00		0.98		0.94		0.99
26	06/19/2011 - 06/25/2011		1.00		0.98		0.94		0.99
27	06/26/2011 - 07/02/2011		1.00		0.98		0.94		0.99
28	07/03/2011 - 07/09/2011		1.00		0.98		0.94		0.99
29	07/10/2011 - 07/16/2011		1.00		0.98		0.94		0.99
30	07/17/2011 - 07/23/2011		1.00		0.98		0.94		0.99
31	07/24/2011 - 07/30/2011		1.00		0.98		0.94		0.99
32	07/31/2011 - 08/06/2011		1.00		0.98		0.93		0.99
33	08/07/2011 - 08/13/2011		1.00		0.98		0.93		0.99
34	08/14/2011 - 08/20/2011		1.00		0.98		0.93		0.99
35	08/21/2011 - 08/27/2011		1.00		0.98		0.93		0.99

36	08/28/2011 - 09/03/2011	1.00	0.98	0.93	0.99
37	09/04/2011 - 09/10/2011	1.00	0.98	0.93	0.99
38	09/11/2011 - 09/17/2011	1.00	0.98	0.93	0.99
39	09/18/2011 - 09/24/2011	1.00	0.98	0.93	0.99
40	09/25/2011 - 10/01/2011	1.00	0.98	0.93	0.99
41	10/02/2011 - 10/08/2011	1.00	0.98	0.93	0.99
42	10/09/2011 - 10/15/2011	1.00	0.98	0.93	0.99
43	10/16/2011 - 10/22/2011	1.00	0.98	0.93	0.99
44	10/23/2011 - 10/29/2011	1.00	0.98	0.93	0.99
45	10/30/2011 - 11/05/2011	1.00	0.98	0.93	0.99
46	11/06/2011 - 11/12/2011	1.00	0.98	0.93	0.99
47	11/13/2011 - 11/19/2011	1.00	0.98	0.93	0.99
48	11/20/2011 - 11/26/2011	1.00	0.98	0.93	0.99
49	11/27/2011 - 12/03/2011	1.00	0.98	0.94	0.99
50	12/04/2011 - 12/10/2011	1.00	0.98	0.94	0.99
51	12/11/2011 - 12/17/2011	1.00	0.98	0.94	0.99
52	12/18/2011 - 12/24/2011	1.00	0.98	0.94	0.99
53	12/25/2011 - 12/31/2011	1.00	0.98	0.94	0.99

2011 Peak Season Factor Category Report - Report Type: ALL
 Category: 5700 OKALOOSA, COUNTYWIDE

MOCF: 0.96
 PSCF

Week	Dates	SF	PSCF
1	01/01/2011 - 01/01/2011	1.09	1.14
2	01/02/2011 - 01/08/2011	1.09	1.14
3	01/09/2011 - 01/15/2011	1.09	1.14
4	01/16/2011 - 01/22/2011	1.07	1.11
5	01/23/2011 - 01/29/2011	1.06	1.10
6	01/30/2011 - 02/05/2011	1.05	1.09
7	02/06/2011 - 02/12/2011	1.04	1.08
8	02/13/2011 - 02/19/2011	1.03	1.07
9	02/20/2011 - 02/26/2011	1.02	1.06
10	02/27/2011 - 03/05/2011	1.01	1.05
11	03/06/2011 - 03/12/2011	1.00	1.04
12	03/13/2011 - 03/19/2011	0.99	1.03
13	03/20/2011 - 03/26/2011	0.98	1.02
14	03/27/2011 - 04/02/2011	0.98	1.02
15	04/03/2011 - 04/09/2011	0.97	1.01
16	04/10/2011 - 04/16/2011	0.96	1.00
17	04/17/2011 - 04/23/2011	0.97	1.01
18	04/24/2011 - 04/30/2011	0.97	1.01
19	05/01/2011 - 05/07/2011	0.98	1.02
20	05/08/2011 - 05/14/2011	0.98	1.02
21	05/15/2011 - 05/21/2011	0.99	1.03
22	05/22/2011 - 05/28/2011	0.98	1.02
*23	05/29/2011 - 06/04/2011	0.97	1.01
*24	06/05/2011 - 06/11/2011	0.96	1.00
*25	06/12/2011 - 06/18/2011	0.96	1.00
*26	06/19/2011 - 06/25/2011	0.95	0.99
*27	06/26/2011 - 07/02/2011	0.95	0.99
*28	07/03/2011 - 07/09/2011	0.95	0.99
*29	07/10/2011 - 07/16/2011	0.94	0.98
*30	07/17/2011 - 07/23/2011	0.95	0.99
*31	07/24/2011 - 07/30/2011	0.96	1.00
*32	07/31/2011 - 08/06/2011	0.96	1.00
*33	08/07/2011 - 08/13/2011	0.97	1.01
*34	08/14/2011 - 08/20/2011	0.98	1.02
*35	08/21/2011 - 08/27/2011	0.98	1.02
36	08/28/2011 - 09/03/2011	0.99	1.03
37	09/04/2011 - 09/10/2011	0.99	1.03
38	09/11/2011 - 09/17/2011	1.00	1.04
39	09/18/2011 - 09/24/2011	1.00	1.04
40	09/25/2011 - 10/01/2011	0.99	1.03
41	10/02/2011 - 10/08/2011	0.99	1.03
42	10/09/2011 - 10/15/2011	0.98	1.02

43	10/16/2011 - 10/22/2011	1.00	1.04
44	10/23/2011 - 10/29/2011	1.01	1.05
45	10/30/2011 - 11/05/2011	1.03	1.07
46	11/06/2011 - 11/12/2011	1.04	1.08
47	11/13/2011 - 11/19/2011	1.06	1.10
48	11/20/2011 - 11/26/2011	1.07	1.11
49	11/27/2011 - 12/03/2011	1.07	1.11
50	12/04/2011 - 12/10/2011	1.08	1.13
51	12/11/2011 - 12/17/2011	1.09	1.14
52	12/18/2011 - 12/24/2011	1.09	1.14
53	12/25/2011 - 12/31/2011	1.09	1.14

* Peak Season

Page 1 of 5

2011 Peak Season Factor Category Report - Report Type: ALL

Category: 5701 OKALOOSA, RURAL

MOCF: 0.92
PSCF

Week	Dates	SF	PSCF
1	01/01/2011 - 01/01/2011	1.09	1.18
2	01/02/2011 - 01/08/2011	1.12	1.22
3	01/09/2011 - 01/15/2011	1.14	1.24
4	01/16/2011 - 01/22/2011	1.13	1.23
5	01/23/2011 - 01/29/2011	1.12	1.22
6	01/30/2011 - 02/05/2011	1.10	1.20
7	02/06/2011 - 02/12/2011	1.09	1.18
8	02/13/2011 - 02/19/2011	1.08	1.17
9	02/20/2011 - 02/26/2011	1.05	1.14
10	02/27/2011 - 03/05/2011	1.03	1.12
11	03/06/2011 - 03/12/2011	1.00	1.09
12	03/13/2011 - 03/19/2011	0.97	1.05
13	03/20/2011 - 03/26/2011	0.97	1.05
14	03/27/2011 - 04/02/2011	0.97	1.05
15	04/03/2011 - 04/09/2011	0.97	1.05
16	04/10/2011 - 04/16/2011	0.97	1.05
17	04/17/2011 - 04/23/2011	0.97	1.05
18	04/24/2011 - 04/30/2011	0.97	1.05
19	05/01/2011 - 05/07/2011	0.96	1.04
20	05/08/2011 - 05/14/2011	0.96	1.04
*21	05/15/2011 - 05/21/2011	0.96	1.04
*22	05/22/2011 - 05/28/2011	0.95	1.03
*23	05/29/2011 - 06/04/2011	0.94	1.02
*24	06/05/2011 - 06/11/2011	0.92	1.00
*25	06/12/2011 - 06/18/2011	0.91	0.99
*26	06/19/2011 - 06/25/2011	0.90	0.98
*27	06/26/2011 - 07/02/2011	0.89	0.97

*28	07/03/2011 - 07/09/2011	0.89	0.97
*29	07/10/2011 - 07/16/2011	0.88	0.96
*30	07/17/2011 - 07/23/2011	0.90	0.98
*31	07/24/2011 - 07/30/2011	0.92	1.00
*32	07/31/2011 - 08/06/2011	0.94	1.02
*33	08/07/2011 - 08/13/2011	0.96	1.04
34	08/14/2011 - 08/20/2011	0.98	1.07
35	08/21/2011 - 08/27/2011	0.99	1.08
36	08/28/2011 - 09/03/2011	1.00	1.09
37	09/04/2011 - 09/10/2011	1.01	1.10
38	09/11/2011 - 09/17/2011	1.03	1.12
39	09/18/2011 - 09/24/2011	1.02	1.11
40	09/25/2011 - 10/01/2011	1.01	1.10
41	10/02/2011 - 10/08/2011	1.00	1.09
42	10/09/2011 - 10/15/2011	1.00	1.09
43	10/16/2011 - 10/22/2011	1.01	1.10
44	10/23/2011 - 10/29/2011	1.03	1.12
45	10/30/2011 - 11/05/2011	1.04	1.13
46	11/06/2011 - 11/12/2011	1.06	1.15
47	11/13/2011 - 11/19/2011	1.07	1.16
48	11/20/2011 - 11/26/2011	1.08	1.17
49	11/27/2011 - 12/03/2011	1.08	1.17
50	12/04/2011 - 12/10/2011	1.09	1.18
51	12/11/2011 - 12/17/2011	1.09	1.18
52	12/18/2011 - 12/24/2011	1.12	1.22
53	12/25/2011 - 12/31/2011	1.14	1.24

Area (Population) [Examples]	Facility Type	Standard K Factors (%AADT)
Large Urbanized Areas with Core Freeways (1,000,000+) [Jacksonville, Miami]	Freeways	8.0 - 9.0
	Arterials	9.0
Other Urbanized Areas (50,000+) [Tallahassee, Ft. Myers]	Freeways	9.0
	Arterials	9.0
Transitioning to Urbanized Areas (Uncertain) [Fringe Development Areas]	Freeways	9.0
	Arterials	9.0
Urban (5,000-50,000) [Lake City, Key West]	Freeways	10.5
	Arterials	9.0
Rural (<5,000) [Chipley, Everglades]	Freeways	10.5
	Highways	9.5
	Arterials	9.5