AGREEMENT REGARDING

LITTLE HEAVEN TRANSPORTATION IMPROVEMENT DISTRICT

BETWEEN

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
AND

KENT COUNTY

PROJECT MANAGER: SARAH COAKLEY, AICP, PRINCIPAL PLANNER, DELDOT

THIS AGREEMENT, made and entered into this 21 day of October 2025, by and between the State of Delaware, Department of Transportation, as First Party, hereinafter referred to as the **DEPARTMENT**, and Kent County, as Second Party, hereinafter referred to as the **COUNTY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **COUNTY** established the Little Heaven Transportation Improvement District, hereinafter referred to as the **TID**, in the Little Heaven Master Plan area, for the purpose of securing required improvements to transportation facilities in that area; and

WHEREAS, the **DEPARTMENT** and the **COUNTY** entered into an initial agreement establishing the **TID** effective on April 5, 2021 (the **Prior Agreement**); and

WHEREAS, the **DEPARTMENT** and the **COUNTY** agreed to develop and adopt service standards, a Land Use and Transportation plan (LUTP), a **TID** Capital Transportation Program, an Infrastructure Fee Program, and a Monitoring Program as elements of the **TID** agreement; and

WHEREAS, the **DEPARTMENT** and the **COUNTY** hereby acknowledge and agree that this **Agreement** supersedes and replaces in its entirety the **Prior Agreement**. Upon the execution of this **Agreement** by all parties, the **Prior Agreement** shall no longer have any force or effect.

NOW, THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1. GEOGRAPHIC BOUNDARIES

A. The boundaries of the **TID** are shown on Exhibit A, attached hereto, and are described as follows:

1. Participant Boundary. Beginning in the northwest, where Buffalo Road intersects parcel 8-00-12200-01-0201-00001, the boundary follows Buffalo Road east and northeast to the western boundary line of High Point Park, then follows the western boundary line of High Point Park southeast to the southern boundary line of High Point Park, follows the southern boundary line of High Point Park east to its intersection with parcel 8-00-12200-01-3000-00001, then runs south following the western parcel lines of parcels 8-00-12200-01-3000-00001 and 8-00-12200-01-2900-00001, follows the northern parcel line of parcel 8-00-12200-02-2500-00001 east to Old Beach Road, follows Old Beach Road south to the northern parcel line of parcel 8-00-13100-01-040000001, follows this northern parcel line west to the western parcel line of this parcel 800-13100-01-0400-00001, follows this western parcel line south to the southern parcel line of this parcel 8-00-13100-01-0400-00001, follows this southern parcel line east to the western right-of-way line of Old Beach Road, runs along the western right-of-way line of Old Beach Road south to the northern right-of-way line of Barretts Chapel Road, runs west and northwest along the northern right-of-way line of Barretts Chapel Road to the eastern parcel line of parcel 8-00-12200-02-2800-00001, then follows the parcel lines of this parcel 8-00-12200-02-2800-00001 north, west, and south to the eastern right-ofway line of Buffalo Road, follows the eastern right-of-way line of Buffalo Road northwest to the southern parcel line of parcel 8-00-12200-02-2701-00001, then follows the parcel lines of this parcel 8-00-12200-02-2701-00001 east, northeast, north, and west back to the eastern right-of-way line of Buffalo Road, then runs north along the eastern right-of-way line of Buffalo Road to the southern parcel line of parcel 8-00-12200-013705-00001, follows the southern and western parcel lines of this parcel 8-00-12200-013705-00001 back to the eastern right-of-way line of Buffalo Road, then runs north along the eastern right-of-way line of Buffalo Road to the southern parcel line of parcel 8-0012200-01-3300-00001, follows the southern parcel line of parcel 8-00-12200-01-330000001 to the eastern parcel line of parcel 8-00-12200-01-3300-00001, then runs north along the eastern parcel lines of parcels 8-00-12200-01-3300-00001, 8-00-12200-013400-00001, and 8-00-12200-01-3500-00001, then follows the northern parcel line of parcel 8-00-12200-01-3500-00001 west back to the eastern right-of-way line of Buffalo Road, then runs along the eastern right-of-way line of Buffalo Road north to the point of beginning.

2. Facilities Boundary. The following state-maintained road segments are included in the facilities boundary: Buffalo Road from Barretts Chapel Road to Old Beach Road; Old Beach Road from Buffalo Road to SR1 south of Barretts Chapel Road; Barretts Chapel Road from Old Beach Road to Buffalo Road; Bowers Beach Road from Little Heaven Road to Old Beach Road; Little Heaven Road from Bowers Beach Road to Bay

Road/SR1; Mulberrie Point Connector Road from Little Heaven Road to Mulberrie Point Road; and the SB SR1 Exit 88 ramps.

B. The **TID** shall have both a Participant (inner) Boundary and a Facilities (outer) Boundary. The purpose of having two boundaries is to better provide for adequate infrastructure on all sides of developments inside the Participant Boundary. All land developments requiring a subdivision or land development plan or requiring entrance plan approval by DelDOT within the Participant Boundary and all State-maintained capital transportation facilities (roads, bridges, sidewalks, bus stops, etc.) within the Facilities Boundary shall be subject to the terms of this agreement.

C. The boundaries of the **TID** may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**.

D. When updating their Comprehensive Plan, the **COUNTY** shall evaluate the need to amend the boundaries of the **TID**.

SECTION 2. TARGET HORIZON YEAR

A. The Target Horizon Year for which land use was forecast in creating the **TID** is 2045.

B. The Target Horizon Year may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, but shall ordinarily be at least 10 years after the most recent US Census.

C. When updating their Comprehensive Plan, the **COUNTY** shall evaluate the need to amend the Target Horizon Year of the **TID**.

SECTION 3. SERVICE STANDARDS

A. The parties hereby agree on a set of standards (Service Standards) for conditions in the **TID** in the Target Horizon Year, which is incorporated into this **AGREEMENT** as Exhibit B.

B. Prior to incorporating Service Standards into this **AGREEMENT**, the parties solicited public comment on proposed standards at a public workshop on February 27, 2023, and considered the comments received.

C. The Service Standards may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, provided that the public is first afforded an opportunity to review and comment on the proposed amendment.

D. When updating their Comprehensive Plan, the **COUNTY** shall evaluate the need to amend the Service Standards of the **TID**.

SECTION 4. LAND USE AND TRANSPORTATION PLAN

A. The parties agree to adopt as Exhibit C to this agreement the Land Use and Transportation Plan, hereinafter referred to as an **LUTP** for the **TID.**

B. When updating their Comprehensive Plan, the **COUNTY** shall consider the need to update the **LUTP** and shall initiate that effort if the land use forecast for the **TID** area has changed significantly. The parties hereto shall, upon review and approval, readopt the revised **LUTP** as an Appendix to this Agreement.

C. For updates to the **LUTP**, the **COUNTY** shall supply to the **DEPARTMENT** a parcel-level land use forecast for the **TID** area, composed of the following components:

1. Existing land use at the time of the update.
2. Development approved and/or recorded but not yet built as of that date, including any "sunset" provisions.
3. Development expected or in the land development process but not approved as of that date.
4. Development not yet proposed but projected by the Target Horizon Year, based on population and employment forecasts, and the current Comprehensive Plan and zoning map.

D. For updates to the **LUTP**, the **DEPARTMENT** shall inventory the existing transportation network and programmed improvements thereto within the **TID** area, which inventory shall include the following information:

1. Functional Class and Traffic Pattern Group;
2. Numbers, assignments and widths of lanes at each intersection;
3. Type of control at each intersection;
4. Typical section and type of pavement on each road segment;
5. Roadway geometry deficiencies in sufficient detail to determine whether the agreed upon Service Standards are met;
6. Roadway capacity and Level of Service conditions (to the extent known) in sufficient detail to determine whether the agreed upon Service Standards are met;
7. Presence, and frequency of transit service;

8. Any bicycle and pedestrian facilities not covered under Item 4 above.

E. For updates to the **LUTP**, the **DEPARTMENT** shall forecast traffic on the study area road network for the Target Horizon Year, shall determine what locations would need improvement to meet the Service Standards, in that year, and shall identify conceptually what improvements are needed in those locations.

F. The **DEPARTMENT** shall provide an updated Exhibit C each time the **LUTP** is amended.

SECTION 5. TID CAPITAL TRANSPORTATION PROGRAM (TID-CTP)

A. For the deficient locations identified in the adopted **LUTP**, the **DEPARTMENT** shall identify a set of projects needed to address those deficiencies and shall develop cost estimates for those projects. The **DEPARTMENT** shall update the cost estimates periodically as needed. Subject to review and approval by the **COUNTY**, this set of projects shall constitute the **TID Capital Transportation Program** (**TID-CTP**).

B. The **COUNTY** shall, in odd numbered years to coincide with development of the DelDOT Capital Transportation Program, recommend projects from the **TID-CTP** for inclusion in the **DEPARTMENT**'s 6-year Capital Transportation Program. Inclusion of recommended projects shall be subject to the **DEPARTMENT**'s process for development of the 6-year program. Projects included in the **DEPARTMENT**'s 6-year Capital Transportation Program shall be eligible to receive funding from the **TID** account consistent with Paragraph 7D below, in addition to applicable State and Federal funds.

SECTION 6. DEVELOPMENTS EXCLUDED FROM PARTICIPATION

A. Where the **LUTP** has been agreed upon by the parties and a proposed development is determined by both the **DEPARTMENT** and the **COUNTY** to be both inconsistent with the land use element of the **LUTP**, and to generate sufficient additional traffic beyond that included in the **LUTP** to warrant a Traffic Impact Study (TIS), the **DEPARTMENT** and the **COUNTY** shall require a TIS and, as necessary, additional off-site improvement contributions, beyond payment of the usual **TID** fee as a contribution to the **TID-CTP** projects, in accordance with the **DEPARTMENT**'s Development Coordination Manual.

B. Development applications submitted to either the **DEPARTMENT** or the **COUNTY** prior to Levy Court approval of this agreement shall be excluded from the requirements of this agreement.

C. The development of Minor Residential Subdivisions. This exemption shall be limited to a maximum of one minor subdivision application per parent parcel.

SECTION 7. INFRASTRUCTURE FEE PROGRAM

A. The **DEPARTMENT** and the **COUNTY** shall require that any activity requiring a subdivision or site plan, except as provided in Section 6, within the Participant Boundary of
the **TID** participate in the improvement of transportation facilities within the Facilities Boundary of the **TID** in accordance with the current **LUTP** and this **AGREEMENT**. The **DEPARTMENT** and the **COUNTY** shall require that the manner and extent of that participation be documented on the recorded subdivision or site plan and in a recorded infrastructure recoupment agreement with the developer. The manner of participation shall be through the payment of a fee, right-of-way dedication or the construction of physical improvements identified in the **TID-CTP**, or some combination thereof. The extent of participation shall be in accordance with Paragraph E below. The **DEPARTMENT** shall collect any fees prior to issuance of building permits. The **COUNTY** shall not issue building permits for a development in the TID until the required **TID** contribution is made. The schedule for construction of physical improvements shall be specified on the recorded subdivision or site plan and in the recorded infrastructure recoupment agreement with the developer and shall be subject to approval by both the **DEPARTMENT** and the **COUNTY**.

B. Dedication of rights-of-way in lieu of some or all of the fee shall be by agreement between the developer and the **DEPARTMENT**, with payment of the fee being required if any party is not amenable to the proposed dedication. The value of the rights-of-way to be dedicated shall be determined in accordance with **DEPARTMENT** policies and regulations. The creditable area shall be determined based on highway plans acceptable to the **DEPARTMENT** and shall exclude the standard dedications provided in **DEPARTMENT**'s Development Coordination Manual, rights-of-way for any proposed subdivision streets and any lands needed to accommodate the site entrance.

C. Design and/or Construction of physical improvements in lieu of some or all of the fee shall be by agreement between the developer, the **DEPARTMENT** and the **COUNTY**, with payment of the fee being required if any party is not amenable to the proposed construction. If a developer seeks to design and/or construct physical improvements in lieu of paying the fee, the developer shall be required to obtain a minimum of three bids for the work. The bids shall be subject to review and approval by the **DEPARTMENT**. Credit toward the fee shall be based on the developer's payments to the selected contractor. Design and Construction of improvements required by the **DEPARTMENT** and the **COUNTY** as part of the development's entrance construction or on-site infrastructure, e.g. subdivision streets, and curb ramps, turn lanes, acceleration lanes at development entrance, shall not be

creditable toward the fee. At their discretion, the **DEPARTMENT** and the **COUNTY** may require improvements beyond the site entrance to correct an unsafe condition that they find would be created or worsened by the proposed development. Such improvements may include, but are not limited to, the addition or widening of shoulders, and/or the construction of a shared-use path or sidewalk along the development's frontage. In that case, the cost of that work shall be determined by the **DEPARTMENT**, using the Shared-Use Path and Sidewalk Fee Calculation Form for those items and current comparable contract bid prices as a guide for other items, and shall be creditable toward the fee.

D. The **DEPARTMENT** shall create and administer a separate account or accounts expressly for the purpose of managing the funds needed to pay for design, right-of-way acquisition, and construction costs of work identified in the **TID-CTP** under the terms of this Agreement. The account shall be funded by Infrastructure Fee payments from developers as called for by this Agreement. If a developer seeks to design and/or construct physical improvements in lieu of paying the Fee, the developer shall be required to obtain a minimum of three bids for the work. The bids shall be subject to review and approval by the **DEPARTMENT**. Credit toward the fee shall be based on the developer's payments to the selected contractor, which payments shall be subject to audit by the **DEPARTMENT**. To the extent that the **DEPARTMENT** finds that the developer has paid the contractor more than the fee that the developer would have paid per paragraph E below, the **DEPARTMENT** may reimburse the developer, provided that the **DEPARTMENT** shall maintain a positive balance in its account(s). The **DEPARTMENT** may also use funds from the account(s) to design and build improvements identified in the **TID-CTP** sooner than the **DEPARTMENT** might otherwise construct them, again provided that the **DEPARTMENT** shall maintain a positive balance in the account(s). The **DEPARTMENT** may transfer funding from the **TID** account(s) for the design, right-of-way acquisition, and/or construction of the improvements identified in the **TID-CTP**.

E. Developers shall participate in the improvement of transportation facilities within the Facilities Boundary of the TID in accordance with the current LUTP as follows:

1. In the Target Horizon Year, the **LUTP** shows that a total number of trips will be generated within the Participant Boundary of the **TID** in an average weekday evening peak hour. The total estimated cost to construct the improvements identified in the **TID-CTP** can also be determined. Development within the Participant Boundary of the **TID** can be grouped into broad land use categories, each with an associated trip generation per square foot or per dwelling unit. The **DEPARTMENT** and the **COUNTY** will establish per unit costs for residential development and per square foot costs for non-residential development. Therefore, for each subdivision or site plan, the **COUNTY** shall require participation consistent with the established rates in Exhibit E, which amounts shall be adjusted annually as set forth in paragraph F below. Where there is a question as to how to

characterize a specific development, the **COUNTY** shall refer to the **LUTP** and may consult the **DEPARTMENT** as necessary.

2. Improvements by the **DEPARTMENT**'s Division of Maintenance and Operations are excluded from the **TID-CTP** and are not eligible for funding through the Infrastructure Fee Program.

F. While transportation improvement projects await construction funding, the costs of constructing the project will escalate at the rate of inflation for highway construction projects. The amounts paid by developers, therefore, shall be subject to an annual increase, beginning on January 31, 2026, and increasing by the established amount on January 31 of each year thereafter. The actual amount of the increase shall be set by DelDOT in January of each year, based upon the average of the annual Consumer Price Index (CPI) for Delaware Region during the previous five years. Escalation shall only apply to contributions unpaid on January 31 of each year.

SECTION 8. TRANSITIONAL RULES FOR DEVELOPMENTS PRIOR TO EXECUTION OF THIS AGREEMENT

A. The property owner and/or developer of any subdivision or site plan, submitted to the **DEPARTMENT** and/or the **COUNTY** before the effective date of this **AGREEMENT**, may request participation in the **TID** for that subdivision or land development plan, in lieu of completing a Traffic Impact Study and/or making off-site contributions.

B. Should existing Record Plan transportation improvement requirements conflict with the requested participation in the **TID**, the **DEPARTMENT**, the **COUNTY,** and the Property Owner shall work together to expedite the modification(s) to the Record Plan notes. The revision will be a ministerial review, incorporating the **TID** participation into the Record Plan notes. The **DEPARTMENT** and the **COUNTY** review fees for this reconciliation will be considered satisfied from the initial Record Plan Review fees. For any other changes requiring a resubdivision plan and review, the associated fees will be the responsibility of the legal owner.

SECTION 9. MONITORING PROGRAM

A. The **DEPARTMENT** shall monitor traffic volumes within the Facilities Boundary of the **TID** and shall report to the **COUNTY** in calendar year 2027 and at regular intervals not to exceed every 5 years their findings and their recommendations as to what improvements in the **TID-CTP** are needed at the time of the report and what improvements in the **TID-CTP** are likely to be needed in the next six years.

B. The extent of the monitoring effort shall be at the **DEPARTMENT**'s discretion but the **DEPARTMENT** will accommodate reasonable requests from the **COUNTY** for the inclusion of specific information.

SECTION 10. PUBLIC INVOLVEMENT

Absent a specific agreement to the contrary, to the extent that a public meeting, workshop or hearing is needed pertaining to procedural matters relating to this **AGREEMENT**, said public meeting, workshop or hearing shall be publicized and hosted by the **COUNTY**. Materials for said public meeting, workshop or hearing shall be provided by the **COUNTY** and/or the **DEPARTMENT**, with the other party having an opportunity to review and comment on them. The **DEPARTMENT** shall send appropriate representatives to such events as necessary. For specific improvements to be made in the **TID**, the **DEPARTMENT**'s Public Involvement Process shall govern.

SECTION 11. SCOPE OF AGREEMENT

This **AGREEMENT** constitutes the sole understanding by and between the **DEPARTMENT** and the **COUNTY** and nothing outside of this **AGREEMENT** shall be construed as an alteration, modification and/or revision hereof. This **AGREEMENT** shall not be modified except in writing subscribed by all parties.

SECTION 12. SUCCESSOR AND ASSIGNMENTS

The **DEPARTMENT** and the **COUNTY** each binds itself, its successors, legal representatives, agents, employees, officers, and assigns, to each other to this Contract.

SECTION 13. LAWS OF DELAWARE

This **AGREEMENT** and the terms thereof shall be construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereunto have caused this **AGREEMENT** to be executed, the date and year first above written.

FOR THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION:

Shanté A. Hastings, P.E., Cabinet Secretary

DATE: 10/21/2025

ATTEST:

Anne Brown, Director, Finance

DATE: 10/21/25

APPROVED AS TO FORM:

George T. Lees III, Deputy Attorney General

DATE: 10/16/2025

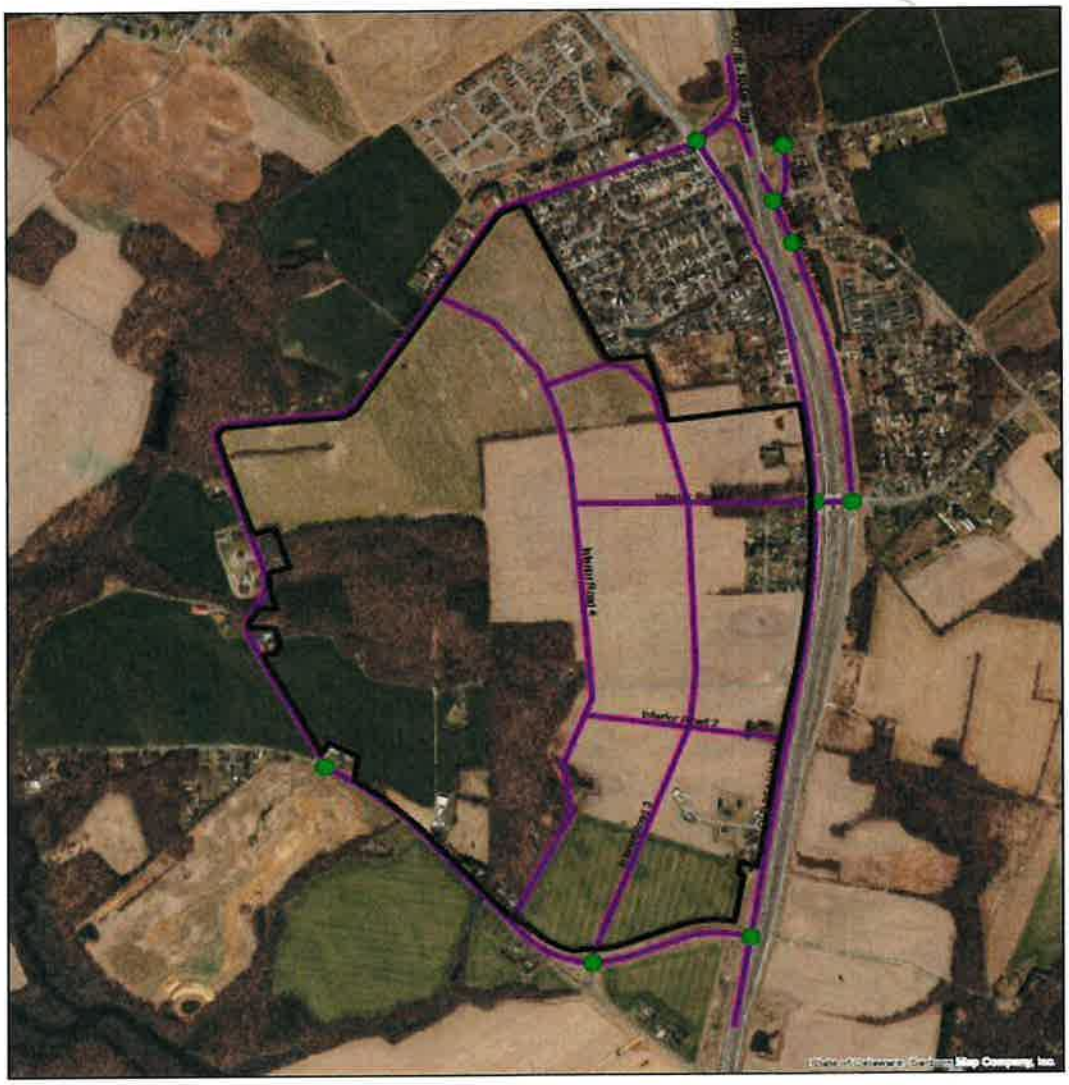
FOR KENT COUNTY:

Kevin R. Sipple, County Administrator

DATE: 9/23/25

Exhibit A to accompany Little Heaven TID Agreement

TID Boundary Map



Legend

- Little Heaven TID Participant Boundary
- Little Heaven TID Intersections
- Little Heaven TID Segments

Exhibit B to accompany Little Heaven TID Agreement

Service Standards

These standards describe the standards to which DelDOT will work in developing transportation improvement projects that are to be built as part of the Little Heaven TID. They in no way obligate DelDOT or the County to make specific improvements. They describe the form and function that improvements are to have if improvements are to be made.

I. Inside Participant Boundary

A. Capacity and Level of Service Standards

1. To account for seasonal variations in traffic, DelDOT shall adjust weekday traffic counts to approximate annual average volumes.

2. DelDOT may further adjust specific volumes to account for errors in the counted volumes where such errors become apparent and for instances where it is apparent that traffic has increased since the counts were done.

3. The same standards for all roads in the study area shall be assumed except:

   a. None at present.

4. Use of the procedures in the most recent edition of the Highway Capacity Manual and applicability only to the Automobile Mode are assumed except as specified in this document. Those standards are summarized in the tables below for reference.

   Control delay is the delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed.

Signalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
>10-20	B	F
>20-35	C	F
>35-55	D	F
>55-80	E	F

>80	F	F

Unsignalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
>10-15	B	F
>15-25	C	F
>25-35	D	F
>35-50	E	F
>50	F	F

5. Minimum intersection Levels of Service (LOS) are as follows:

   a. Overall Level of Service for Weekday (Monday through Friday) Morning and Evening Peak Hours at signalized, roundabout and allway stop-controlled intersections: D. LOS for specific approaches and movements may be E or F.

   b. Level of Service for Weekday (Monday through Friday) Morning and Evening Peak Hours at two-way stop-controlled intersections: D for left turns from the major street. LOS for minor street approaches and movements may be E or F.

   c. For all facilities, 95th percentile queue lengths should not exceed available turning lane lengths and through movements should not queue through adjacent intersections.

   d. For unsignalized intersections where traffic on the major street does not stop or yield, an overall intersection LOS cannot be calculated. The minimum LOS standard for stop-controlled movements shall be D. However it is recognized that where traffic volumes are insufficient to warrant delaying the through traffic with an all-way stop, roundabout or signal, this standard may be unobtainable. In such situations DelDOT and the County shall agree on what, if any, remedies are appropriate to mitigate congestion.

6. In the following specific locations, DelDOT and the County agree that improvements outside the existing right-of-way will not be required, regardless of Levels of Service and queue lengths:

   a. None at present

7. Facilities to be analyzed shall include all at-grade intersections of one or more State-maintained roads with:

   a. Other State-maintained roads;
   b. Rail lines
   c. Commercial or institutional driveways served by traffic signals.

B. Geometric Standards

1. Use of posted speed limits is assumed.

2. The DelDOT Functional Classification Map, applicable DelDOT design standards, and DelDOT's Complete Streets Policy are assumed.

3. With specific regard to typical sections on State-maintained roads, the following minimum widths are recommended:

Road	Lanes	Shoulder/Bike Lane	Shared Used Path
Old Beach Road	12'	5'	10'
Underpass	12'	5'	No
Little Heaven Road/Ramp 709-2	12'	5'	10'
Interior Road 1	11'	5'	10'
Interior Road 2	11'	5'	10'
Interior Road 3	11'	5'	10'
Interior Road 4	11'	5'	10'
Barratts Chapel Road	11'	5'	10'
Buffalo Road	11'	5'	10'

Auxiliary Lanes vary 10'-11'

C. Access and intersection control

1. DelDOT's Development Coordination Manual shall apply to access on State-maintained roads.

2. On state-maintained roads roundabouts shall be considered first as a means of intersection control in accordance with DelDOT Design Guidance Memorandum Number 1-26, incorporated here by reference. This consideration shall be part of a larger intersection control evaluation. In the assessment of the proper intersection control several factors are to be

considered, including but not limited to, safety, capacity, and right-of-way need and property impacts.

3. Proposed changes to intersection control shall be based on evaluation of crash data and designed in accordance with the Delaware Manual on Uniform
Traffic Control Devices and other criteria as may be adopted by DelDOT for that purpose.

D. Fixed Route Transit

Existing DART First State bus service is assumed to continue. Addition of new stops and the amenities required at each stop shall be at the discretion of the Delaware Transit Corporation.

E. Aesthetic Standards

With the possible exception of Scenic Byways, addressed, plain bituminous pavement with Portland cement concrete curbs and sidewalks, galvanized steel signal poles and streetlight heads, grass or concrete medians and grass or bituminous-paved shoulders are assumed.

F. Delaware Byways

If a road is designated by DelDOT as part of a Scenic Byway and there is a Corridor Management Plan, and/or a Master Plan, for that Byway, the Plan(s) shall govern the implementation of these standards with respect to that road.

G. Drainage

Where new road construction is proposed to address otherwise substandard conditions, adequate drainage shall be provided as part of that construction.

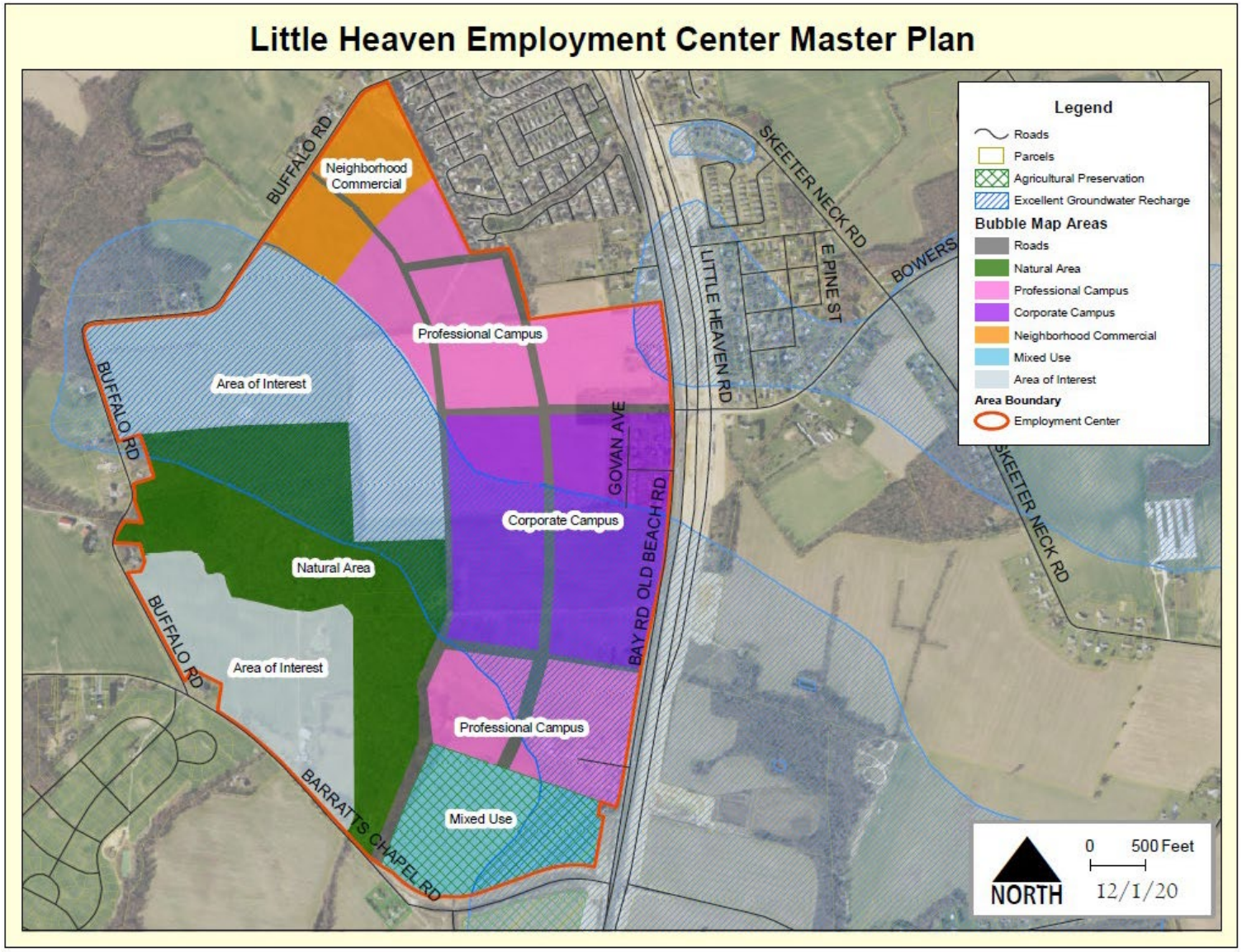
H. Pedestrian and Bicycle Facilities

1. Existing and proposed pedestrian crossing treatments (at intersections and/or mid-block) should be evaluated and designed using national and local research. Preferred design is to incorporate a median refuge island to create a two-stage crossing.

II. Outside Participant Boundary but within Facilities Boundary – Same as inside.

Exhibit C to accompany Little Heaven TID Agreement

Land Use and Transportation Plan



Description	Square Ft / Acres/Units
Professional Campus	244,450.00
Corporate Campus	265,000.00
Professional Campus	150,000.00
Mixed Use	150,000.00
Neighborhood Commercial	37,500.00
Area of Interest	172
Natural Area	99.60

This table lists the ultimate thresholds for growth within the Master Plan. It is not intended to specifically limit growth within an individual site or define where growth is most appropriate within the Master Plan area. The table is only representative of one example of how the Master Plan could be built out and is not intended to be a limitation on any one site.

LITTLE HEAVEN TRANSPORTATION IMPROVEMENT DISTRICT

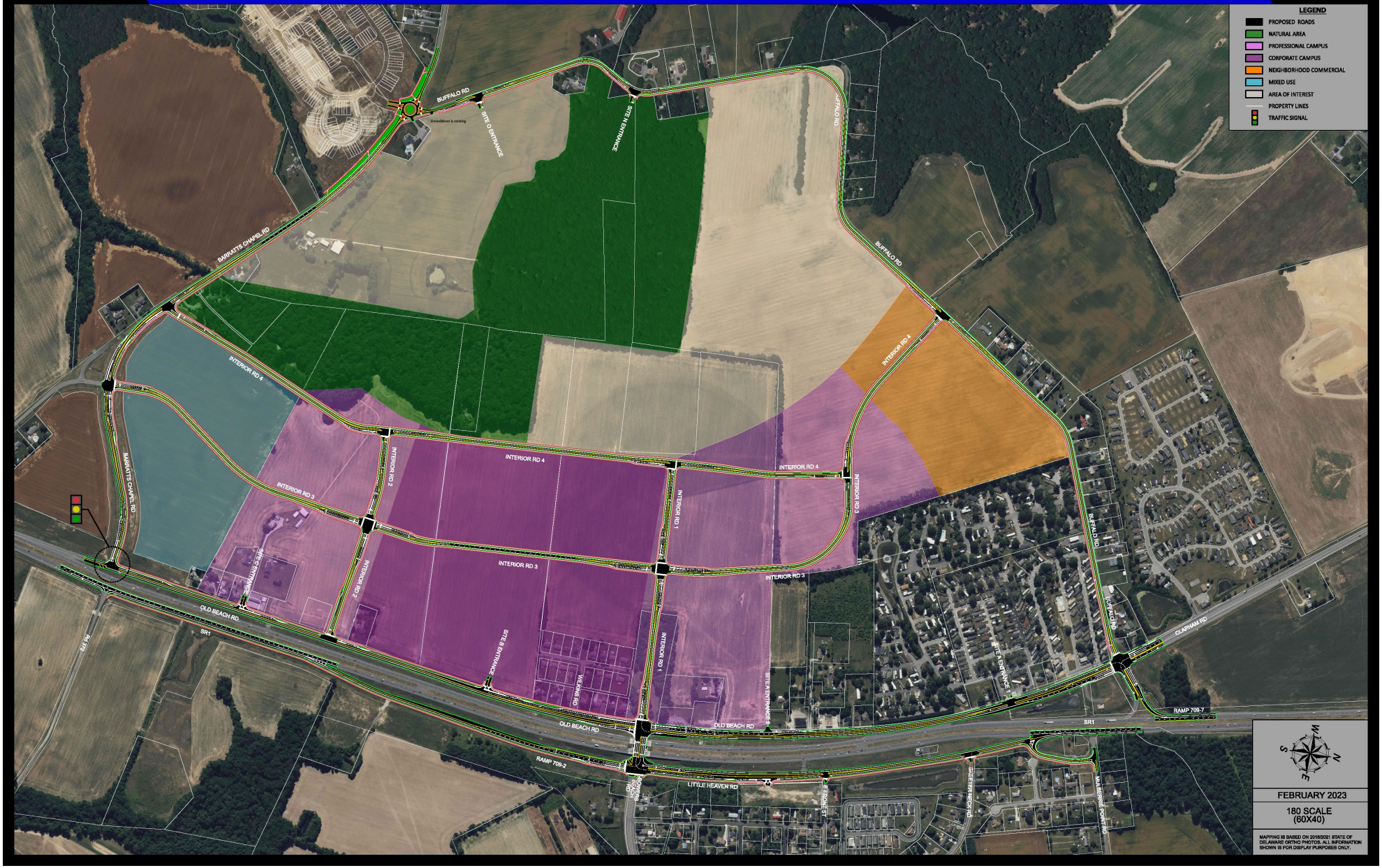


Exhibit D to accompany Little Heaven TID Agreement

TID Capital Transportation Program (TID-CTP)

Little Heaven TID Improvements

Project Description	Current Cost Estimate, 2025
Buffalo Road from Clapham Rd to Barratt's Chapel Rd: Local Road Improvements with Open Drainage; Add Turn Lanes and On-Road Bike Facilities; Add SUP on One Side of Road.	$7,873,496.40
Old Beach Road from Buffalo Road to Barratt's Chapel Rd: Local Road Improvements with Open Drainage; Add Turn Lanes and On-Road Bike Facilities; Add SUP on One Side of Road.	$4,468,741.20
Barratts Chapel Road from Old Beach Road to Buffalo Rd: Local Road Improvements with Open Drainage; Add Turn Lanes and On-Road Bike Facilities; Add SUP on Both Sides of Road	$7,660,699.20
Little Heaven Road from Bowers Beach Road to Mulberrie Point Road: Add Turn Lanes at SR1 NB off Ramp; Add SUP on One Side of Road.	$1,808,776.20
Underpass Road from Old Beach Road to Tub Mill Pond Road: Restriping and Signal Modifications	$265,996.50
Total of Improvements	**$22,077,709.50**

Exhibit E to accompany Little Heaven TID Agreement

Initial Contribution Rates

Little Heaven TID Initial Fee Schedule 2025		
Residential Rates		
Single-family detached units	$4,256	per unit
Single-family attached units	$3,724	per unit
Multi family low-rise (1 to 3 floors) units	$3,192	per unit
Multi family mid-rise (4 to 10 floors) units	$2,660	per unit
Non-Residential Rates		
Under 21 trips per 1,000 SF GFA	$4.26	per sq ft
At least 21 but less than 34 trips per 1,000 SF GFA	$5.32	per sq ft
At least 34 but less than 75 trips per 1,000 SF GFA	$6.38	per sq ft
At least 75 but less than 200 trips per 1,000 SF GFA	$7.45	per sq ft
200 or more trips per 1,000 SF GFA	$8.51	per sq ft
Notes:		
All non-residential rates are based on the number of trips per 1,000 square foot of gross floor area.		
This is based on ITE Trip Generation Manual, 11th Edition.		

Developer Internal Grid Road and Service Road Improvements				
Road	**From**	**To**	**Cost**	**Description**
Interior Road 1	Old Beach Road	Interior Road 4	$3,400,000	Local Road Standard. Closed Drainage. SUP on Both Sides of the Road. Turn Lane Improvements at Major Intersections
Interior Road 2	Old Beach Road	Interior Road 4	$2,600,000	Local Road Standard. Closed Drainage. SUP on Both Sides of the Road. Turn Lane Improvements at Major Intersections
Interior Road 3	Barratts Chapel Road	Interior Road 4	$6,900,000	Local Road Standard. Closed Drainage. SUP on Both Sides of the Road. Turn Lane Improvements at Major Intersections
Interior Road 4	Barratts Chapel Road	Buffalo Road	$7,500,000	Local Road Standard. Closed Drainage. SUP on Both Sides of the Road. Turn Lane Improvements at Major Intersections
In addition to the TID fees in the table above, developers are responsible for 100% of the costs of the internal service roads.				
Total			$20,400,000	