

**THE FRAMEWORK
TRANSPORTATION IMPROVEMENTS COST ALLOCATION AGREEMENT**

THIS AGREEMENT is entered into by and between the following entities: **Consolidated Tomoka Land Co.**, a Florida profit corporation (“Owner”), the record title property owner mailing address: 1140 N. Williamson Boulevard, Suite 140, Daytona Beach, FL 32114, and **Framework Group, LLC**, (“Developer”), a Florida limited liability company, (Collectively the “Applicant”), and **The City of Daytona Beach**, a Florida municipal corporation (“City”), mailing address: 301 S. Ridgewood Ave., Daytona Beach, FL 32114.

WHEREAS, the Property has undergone site plan review by the City to authorize the construction of Framework on the property located on the east side of Williamson Boulevard, south of Hand Avenue and north of Strickland Range Road; and

WHEREAS, in connection with the site plan review, the Applicant has performed a traffic impact analysis (“TIA”) of the existing road network in the vicinity of the Project in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and

WHEREAS, Florida Statute § 163.3180(16) (2018) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate share payment; and

WHEREAS, through the Framework Transportation Impact Analysis, certain transportation impacts were identified in the area of the development (“Impact Area”) and payment for such site related improvements are set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Applicant and City do hereby agree as follows:

1. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Applicant shall take the following actions to address transportation improvements identified by the City as a result of the impacts by Framework.
 - (a) Proportionate Share. For purposes of this Agreement, the amount of \$371,085.87, as further detailed in Exhibit A, and referred to herein as "Proportionate Share," shall be paid to the County prior to the City’s issuance of a Certificate of Occupancy (“CO”) for Framework. Once payment is made, the Applicant agrees to waive the right to request a return of the Proportionate Share.
 - (b) The parties intend that the County shall apply the Proportionate Share for the purpose of installing improvements in the Impact Area (“Improvement”).

3. Applicant Acknowledgement/Waiver. Applicant acknowledges that the payment of the Proportionate Share does not release the Applicant from payment of any other City development or building related fees including impact fees, or such other City fees as may be prescribed by law. Applicant specifically waives Applicant's right to claim any and all City road impact fee credits unless otherwise provided herein. Applicant acknowledges that it has no right to direct or claim a right to direct the application of payment to making any specific public roadway infrastructure improvements. In the event the Applicant is legally entitled to City impact fee credits and the amount due for City impact fees exceeds the amount of credits, Applicant shall pay the City the balance due to satisfy the full amount of City impact fees.
4. Timing. The parties agree that construction of the Improvement shall be constructed as determined by the County of Volusia.
5. Effective Date. The effective date of this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.
6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Applicant's expense.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e. facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

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SIGNATURE PAGES FOLLOW

Signed, sealed and delivered in the presence of:

THE CITY OF DAYTONA BEACH,
FLORIDA, a Florida municipal corporation

Witness 1

By: _____
Derrick L. Henry, Mayor

Print Name of Witness 1

Attest

Witness 2

By: _____
Letitia LaMagna, City Clerk

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Derrick L. Henry and Letitia LaMagna, Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Approved as to form by:

Robert Jagger, City Attorney

Date: _____

**Signed, sealed and delivered in the presence Consolidated Tomoka Land Co., a,
of: Florida profit corporation**

By _____

Name:

Title:

Witness 1

Print Name of Witness 1

Date: _____

Witness 2

[Corporate Seal]

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____,
201_, by _____ as _____ of _____, referred to in
this agreement as "Owner." He or she is personally known to me or produced as
identification and did not take an oath.

**Signed, sealed and delivered in the presence Framework Group, LLC, a,
of: Florida limited liability company**

By _____

Name:

Title:

Witness 1

Print Name of Witness 1

Date: _____

Witness 2

[Corporate Seal]

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____,
201_, by _____ as _____ of _____, referred to in
this agreement as "Developer." He or she is personally known to me or produced as
identification and did not take an oath.

Shade Tree Apartments

8/29/2018

Roadways	Segment	Length	Improvement	Cost per Lane Mile	Additional Cost	Improvement Cost	Design + CEI (25%)	Total Improvement Cost	Existing Capacity	Improved Capacity	Capacity Increase	Project Trips	Project Percentage	Project Prop Share	
Williamson Boulevard	LPGA Blvd to Strickland Range Rd	0.95	Widen 2 to 4 lanes, rural	\$2,830,081		\$2,688,576	\$672,144	\$3,360,720.61	1,540	3,410	1,870	50	2.67%	\$89,858.84	
	Strickland Range Rd to Hand Avenue	1.12	Widen 2 to 4 lanes, rural	\$2,830,081		\$3,169,690	\$792,423	\$3,962,112.71	1,540	3,410	1,870	50	2.67%	\$105,938.84	
LPGA Boulevard	Welshinger-Butler Cir to Tymber Creek	2.62	Widen 2 to 4 lanes, rural	\$2,830,081		\$7,414,811	\$1,853,703	\$9,268,513.67	1,540	3,410	1,870	3	0.16%	\$14,869.27	
	Tymber Creek to Tomoka Farms Rd	0.52	Widen 2 to 4 lanes, rural, bridge, FS sig	\$2,830,081		\$1,471,642	\$367,910	\$1,839,552.33	1,540	3,410	1,870	4	0.21%	\$3,934.87	
	Tomoka River Bridge		New 6-lane bridge replacement		\$23,820,000	\$23,820,000		\$25,720,000.00	1,540	4,280	2,740	4	0.15%	\$37,547.45	
	Tomoka Farms Rd to I-95 SB ramp	0.21	Widen 4 to 6 lanes, rural, sig relocation	\$2,486,326	\$800,000	\$1,322,128	\$330,532	\$1,652,660.58	3,410	4,280	870	13	1.49%	\$24,694.93	
	I-95 SB ramp to I-95 NB	0.28	Widen 4 to 6 lanes, rural, sig relocation	\$1,038,063	\$200,000	\$490,658	\$122,664	\$613,321.91	3,410	4,280	870	13	1.49%	\$9,164.58	
	I-95 NB ramp to Outlet/Technology	0.24	Widen 4 to 6 lanes, rural, sig relocation	\$5,283,238	\$200,000	\$1,467,977	\$366,994	\$1,834,971.32	3,410	4,280	870	13	1.49%	\$27,419.11	
	Outlet/Technology to Williamson	0.24	Widen 4 to 6 lanes, rural, sig relocation	\$5,283,238	\$200,000	\$1,467,977	\$366,994	\$1,834,971.32	3,410	4,280	870	13	1.49%	\$27,419.11	
Williamson Blvd to Clyde Morris Blvd	0.48	Widen 4 to 6 lanes, rural	\$2,486,326		\$1,193,436	\$298,359	\$1,491,795.61	3,410	4,280	870	6	0.69%	\$10,288.25		
Hand Avenue	Clyde Morris Blvd to Shangri-La Drive	0.72	Widen 2 to 4 lanes, rural	\$2,830,081		\$2,037,658	\$509,414	\$2,547,072.46	1,230	3,410	2,180	10	0.46%	\$11,683.82	
									\$54,125,692.51					\$362,819.07	
Intersections															
Williamson Boulevard	at SR 40	25.00	Extend WB left-turn lane	\$166,901		\$13,908	\$3,477	\$17,385.57				505	5	0.99%	\$172.13
		50.00	Extend NB left-turn lane	\$166,901		\$27,817	\$6,954	\$34,771.13				706	7	0.99%	\$344.76
LPGA Boulevard	at Williamson Boulevard	100.00	Extend EB left-turn lane	\$166,901		\$55,634	\$13,908	\$69,542.27				202	8	3.96%	\$2,754.15
		50.00	Extend SB left-turn lane	\$166,901		\$27,817	\$6,954	\$34,771.13				187	3	1.60%	\$557.83
		100.00	Extend WB right-turn lane	\$160,914		\$53,638	\$13,410	\$67,047.60				290	4	1.38%	\$924.79
Williamson Boulevard	at Hand Avenue	75.00	Extend WB left-turn lane	\$166,901		\$41,725	\$10,431	\$52,156.70				193	13	6.74%	\$3,513.15
									\$275,674.40					\$8,266.81	
Total														\$371,085.87	

City of Daytona Beach	\$0.00
Volusia County	\$309,290.36
FDOT	\$61,795.51
	<u>\$371,085.87</u>

COSTS DO NOT INCLUDE RIGHT OF WAY