

**THE CVJCR PROPERTIES/GREAT AMERICAN
TRANSPORTATION IMPROVEMENTS COST ALLOCATION AGREEMENT**

THIS AGREEMENT is entered into by and between the following entities: **CVJCR Properties, Ltd, LLP**, a Florida Limited Liability Partnership (“Owner”), the record title property owner mailing address: 1101 N. Wymore Road, Suite 100, Winter Park, FL 32789, 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 CVJCR Properties/Great American on the Property located on the east side of Tomoka Farms Road, west of Interstate-95 (I-95), and north of International Speedway Boulevard at 620 N. Tomoka Farms Road; and

WHEREAS, in connection with the site plan review, the Owner 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 CVJCR Properties/Great American 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 Owner 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. Owner shall take the following actions to address transportation improvements identified by the City as a result of the impacts by CVJCR Properties/Great American.
 - (a) Proportionate Share. For purposes of this Agreement, the amount of \$43,931.49, 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 CVJCR Properties/Great American. Once payment is made, the Owner 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”).

(c) Traffic Analysis/Methodology. Traffic analysis for Parent/Child Tract is as stated in Exhibit B.

3. Owner Acknowledgement/Waiver. Owner acknowledges that the payment of the Proportionate Share does not release the Owner 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. Owner specifically waives Owner's right to claim any and all City road impact fee credits unless otherwise provided herein. Owner 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 Owner is legally entitled to City impact fee credits and the amount due for City impact fees exceeds the amount of credits, Owner 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 Owner'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 of:

CVJCR Properties, Ltd, LLP,
a, Florida limited liability Partnership

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.

Great American Auto

7/18/2018

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	Prop Share	
Williamson Boulevard	Madeline Ave to Caribbean Way	1.70	Widen 2 to 4 lanes, rural	\$2,830,081	\$300,000	\$5,111,137	\$1,277,784	\$6,388,921.08	1,540	3,410	1,870	11	0.59%	\$37,581.89	
	LPGA Blvd to Strickland Range Rd	0.95	Widen 2 to 4 lanes, rural					\$5,100,000.00	1,540	3,410	1,870	8	0.43%	\$21,818.18	
LPGA Boulevard	Tymber Creek to Tomoka Farms Rd	0.70	Widen 2 to 4 lanes, rural, bridge, FS sig	\$2,830,081	\$2,500,000	\$4,481,056	\$1,120,264	\$5,601,320.45	1,540	3,410	1,870	6	0.32%	\$17,972.15	
	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	29	3.33%	\$55,088.69	
	Tomoka Farms Rd to I-95 SB ramp	0.21	Widen 6 to 8 lanes, rural, sig relocation	\$2,761,283		\$579,869	\$144,967	\$724,836.79	3,410	4,280	870	29	3.33%	\$24,161.23	
	I-95 SB ramp to I-95 NB ramp	0.28	Widen 4 to 6 lanes, rural, signal mod, overpass	\$1,038,063	\$200,000	\$490,658	\$122,664	\$613,322.05	3,410	4,280	870	15	1.72%	\$10,574.52	
	I-95 SB ramp to I-95 NB ramp	0.28	Widen 6 to 8 lanes, urban	\$2,761,283		\$773,159	\$193,290	\$966,449.05	4,280	6,489	2,209	15	0.68%	\$6,562.58	
	I-95 NB ramp to Outlet/Technology	0.24	Widen 6 to 8 lanes, rural, sig relocation	\$2,761,283		\$662,708	\$165,677	\$828,384.90	4,280	6,489	2,209	4	0.18%	\$1,500.02	
	Outlet/Technology to Williamson	0.24	Widen 6 to 8 lanes, urban	\$2,761,283		\$662,708	\$165,677	\$828,384.90	4,280	6,489	2,209	3	0.14%	\$1,125.01	
Williamson to Clyde Morris	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	13	1.49%	\$22,291.20		
								\$24,196,075.40							\$198,675.46
Intersections															
US 192	at Tomoka Farms Road	1.00	Adjust cycle length, optimize	\$4,000		\$4,000	\$1,000	\$5,000.00							
		190.00	Extend EBL turn lane	\$166,901		\$105,704	\$26,426	\$132,130.31	5,719	6,612	893	110	12.32%	\$64,860.78	
		140.00	Extend SBR turn lane	\$160,914		\$75,093	\$18,773	\$93,866.64							
		425.00	Extend SBL turn lane	\$166,901		\$236,444	\$59,111	\$295,554.63							
								\$526,551.58							\$64,860.78
													Total	\$263,536.24	

City of Daytona Beach	\$0.00
Volusia County	\$165,649.21
FDOT	\$97,887.03
	\$263,536.24

Child tract % 16.67%
Child Tr. PFS \$43,931.49

COSTS DO NOT INCLUDE RIGHT OF WAY

EXHIBIT B

TRAFFIC ANALYSIS/METHODOLOGY

Development of the subject parcel is intended to occur in multiple phases and is currently in the process of bringing the first phase forward. As is required by the Land Development Code (LDC) and River to Sea Transportation Planning Organization (R2CTPO), the developers of the first phase is required to assess the impact that their projects will have on the surrounding roadway network. The R2CTPO Transportation Impact Analysis Guidelines (TIA Guidelines) address the uniform methodology for analysis of phased developments.

Section 13 of the TIA Guidelines suggests multiple options for assessing phased development and allows the City Traffic Engineer (CTE) to approve a plan different than those outlined. Through discussions with the City and the CTE, the Applicant proposes that an independent analysis of the subject parcel for CVJCR Properties/Great American be conducted in lieu of a parent/child analysis for the first phase of the development, followed by an aggregate analysis of the subsequent phases.

The Traffic Impact Analysis (TIA) for this phase entails assessing the traffic impacts of the first phase independently from the remainder of the tract based on 3% significance of project traffic for the aggregate development. The assessments for each following phase will consider an aggregate/cumulative calculation of the trips from each previous phase as project volume in order to appropriately determine the impacted links within the study area. The phase being assessed will be given aggregate/cumulative credit for the mitigation payment in regards to the previous parcels of the parent tract.

At any point following the resolution of the TIA for the initial phase, if the Applicant determines that it is in the best interest of future phases to transition to a parent/child analysis, consistent with the requirements of the TIA Guidelines, then with the permission of the City, the Applicant shall be allowed to do so. Permission issued by the City shall be based on a determination that the public interest is protected even with the change in methodology requested by CVJCR Properties/Great American. The proposed method of analysis and possible modification thereof will appropriately determine the impacts of the initial phase and will adequately assess the impact of future development on the Property.

NOTICE: THE PARTIES ACKNOWLEDGE THAT THE BURDEN BORN BY EACH SUBSEQUENT PHASE MAY ON A UNIT BASIS BE MORE EXPENSIVE PER UNIT THAN THE COMPARABLE BURDEN BY EACH FORGOING PHASE OF THE DEVELOPMENT.