

Meeting Date
March 20, 2018



AGENDA	
Section	Public Hearing
Item No.	IV.E

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FIRST PUBLIC HEARING RE: AMENDMENT TO DEVELOPER'S AGREEMENT WITH WEST MELBOURNE, RMC PALM BAY, LLC & RIVIERA DRIVE COMMERCIAL, LLC. (DISTRICT 3)
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT/LAND DEVELOPMENT

Requested Action:
 It is requested that the Board of County Commissioners consider a request from RMC Palm Bay, LLC to approve an Amendment to the Developer's Agreement with RMC Palm Bay, LLC; Riviera Drive Commercial, LLC; and the City of West Melbourne. If approved, it is requested that the Chairman announce April 10, 2018 at 5:00 pm as the date and time of the second public hearing.

Summary Explanation & Background:
 On October 5, 2017 the Board of County Commissioners approved a Developer's Agreement with RMC Palm Bay, LLC; Riviera Drive Commercial, LLC; and the City of West Melbourne that would require the two developers to construct offsite improvements at a cost of \$758,106.45 and would award a transportation impact fee credit in the amount of \$727,782.20 to these developers. At the request of the City of West Melbourne, a change order to the scope of work adopted in the original agreement was agreed to by the developers. The effect of this change order is to increase the cost of the offsite improvements by \$43,708.00. The purpose of this Amendment is to increase the transportation impact fee credit by an equal amount. The total amount of the transportation impact fee credit, if this amendment is approved, will be \$771,490.20.

RMC Palm Bay, LLC intends to construct a 6,119 square foot Wawa convenience store with 16 gas pumps on Durham Drive to the north of Palm Bay Road within the City of West Melbourne. Riviera Drive Commercial, LLC intends to construct a 290 unit apartment complex in the same vicinity.

In accordance with the Florida Local Government Development Agreement Act, (Chapter 163.3220, Florida Statutes), approval of a developers agreement requires two public hearings. The second Brevard County public hearing is scheduled for April 10, 2018 at 5:00 pm.

The City of West Melbourne approved this Amendment on February 6, 2018.

Fiscal Impact: FY17/18 – Historically, transportation impact fees collected within the City of West Melbourne have been appropriated by the Board of County Commissioners to projects located within the City. The use of transportation impact fees paid by these developers to fund improvements within the City is consistent with previous appropriations and would not represent a fiscal impact to Brevard County.

Staff Contact: Stephen M. Swanke
 (321) 633-2069 extension 52739

Clerk to the Board instruction:
 Exhibits Attached: Proposed Development Agreement, Location Map

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension						
Frank Abbate	John Denninghoff	Tad Calkins						
	Interim Assistant County Manager	Planning & Development Department		Ext. 5-2069				
	Jim Liesenfelt							



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

March 21, 2018

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Stephen Swanke

RE: Item IV.E., Public Hearing Amending Developer's Agreement with West Melbourne, RMS Palm Bay, LLC, and Riviera Drive Commercial, LLC

The Board of County Commissioners, in regular session on March 20, 2018, conducted the first public hearing to consider a developer's agreement with West Melbourne, RMS Palm Bay, LLC, and Riviera Drive Commercial, LLC, and continued to the second public hearing on the April 10, 2018, Board meeting.

Your continued cooperation is always appreciated.

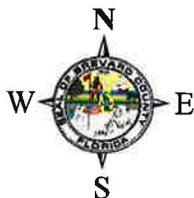
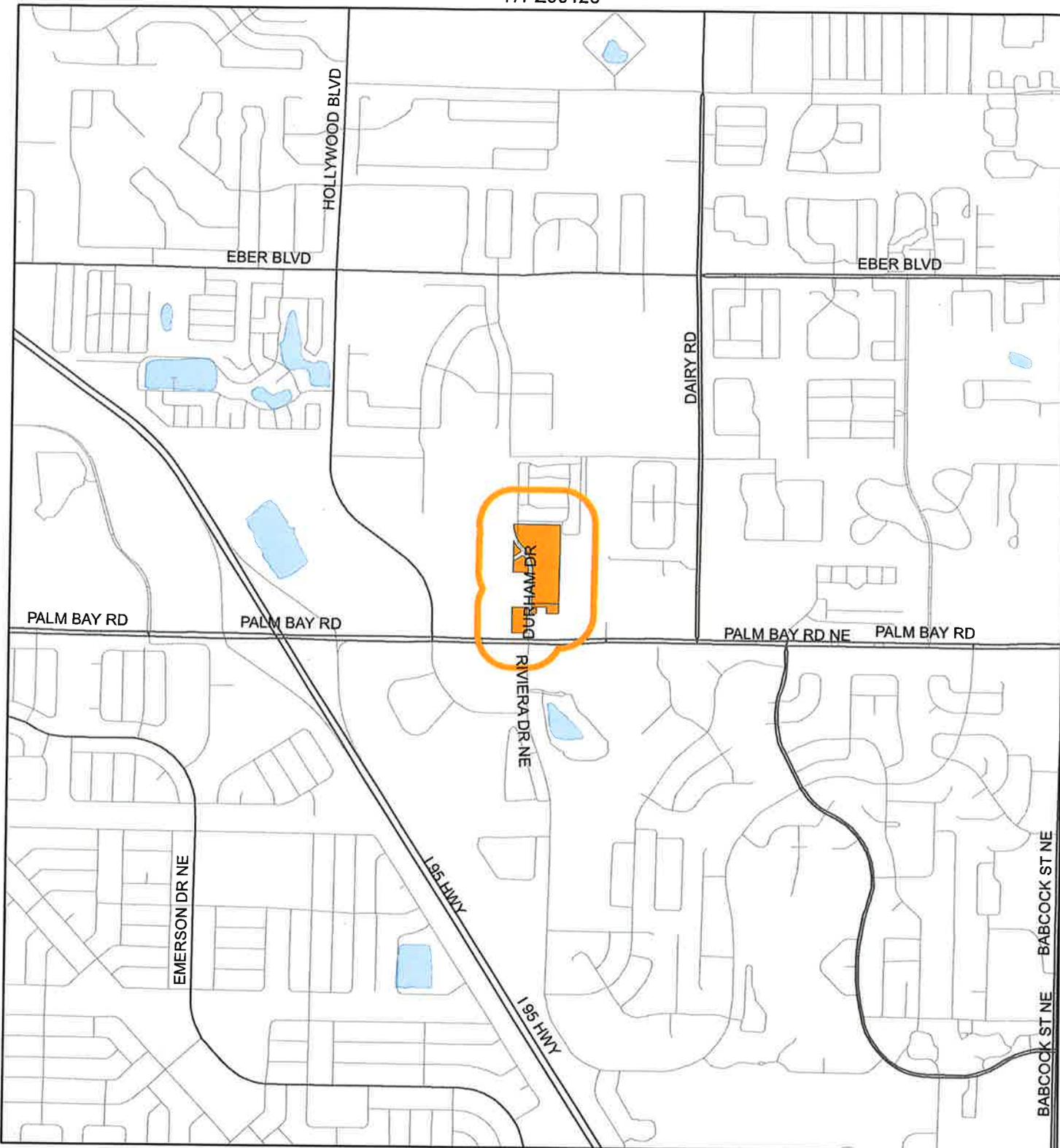
Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

LOCATION MAP

DEVELOPER'S AGREEMENT COUNTY, WEST MELBOURNE, RMC PALM BAY LLC and RIVIERA DRIVE COMMERCIAL LLC
17PZ00126



1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

-  Buffer
-  Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 9/5/2017

FIRST AMENDMENT TO TRAFFIC CONCURRENCY
AND
TRAFFIC IMPACT FEE CREDIT/REIMBURSEMENT
DEVELOPMENT AGREEMENT

PROVIDING FOR VESTING FOR TRANSPORTATION CONCURRENCY AND TRANSPORTATION IMPACT FEE REIMBURSEMENT, AND DISBURSEMENT OF LOCAL FUNDING REIMBURSEMENT AGREEMENT PROCEEDS.

THIS FIRST AMENDMENT TO AGREEMENT FOR VESTING FOR TRANSPORTATION CONCURRENCY, TRANSPORTATION IMPACT FEE REIMBURSEMENT AND DISBURSEMENT OF LOCAL FUNDING REIMBURSEMENT AGREEMENT PROCEEDS (this "First Amendment"), entered into this _____ day of _____, 2018 by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter referred to as "**County**"), the **CITY OF WEST MELBOURNE, FLORIDA**, a municipal corporation, whose address 2240 Minton Road, West Melbourne, Florida 32904 (hereinafter referred to as "**City**"), **RMC PALM BAY, LLC**, a Florida limited liability company registered to do business in the State of Florida, whose address is 8902 N. Dale Mabry Hwy., Suite 200, Tampa, FL 33614 (hereinafter referred to as "**Developer 1**"), and **RIVIERA DRIVE COMMERCIAL, LLC**, a Delaware limited liability company, registered to do business in the State of Florida, whose address is 900 Brookstone Centre Parkway, Columbus, GA 31904 (hereinafter referred to as "**Developer 2**,"), with Developer 1 and Developer 2 hereinafter referred to as "**Developers**"), is based on the following premises:

RECITALS:

WHEREAS, the above referenced parties entered into the Development Agreement dated October 5, 2017, which provided for certain roadway improvements to be constructed by Developer 1 at the intersection of Palm Bay Road and Durham Drive, and for reimbursement to Developer 1 of certain costs associated therewith (the "Agreement"); and

WHEREAS, the third "whereas" clause of the Agreement on Page 4 along with the **Exhibit "C"** set forth "the Roadway Improvements;" and

WHEREAS, Paragraph 2 under Roadway Improvements on Page 6 of the Agreement also refers to the Roadway Improvements; and

WHEREAS, Paragraph 3 on Page 7 of the Agreement sets forth the Engineer's Opinion of Cost, which is itemized in **Exhibit "C" and referenced in Exhibit "D"**; and

WHEREAS, the City has requested Developer 1 to make certain offsite improvements on Durham Road at a cost of Forty-Three Thousand, Seven Hundred Eight and 00/100

(\$43,708.00) Dollars as more particularly described in Exhibit "A" attached to this Amendment; and

WHEREAS, the City has determined that it is in its best interest to include the Durham Drive Resurfacing Project as described in Exhibit "A" as part of the overall Agreement and reimbursement to Developer 1; and

WHEREAS, Developer 2 deeded the Real Property described in Exhibit "B" to THE AVENTINE WEST MELBOURNE, LLC, a Delaware limited liability company ("AWM") including any of Developer 2's right and interest under the Development Agreement which includes the right of AWM to enter into this Amendment.

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereby agree as follows:

1. Definitions. Capitalized terms shall have the same meaning as provided in the Agreement unless otherwise provided herein.
2. Increase. The parties agree that the costs of improvements as set forth in Exhibit "C" (Table 3) of the Agreement, at the request of the City, be increased by the sum of Forty-Three Thousand, Seven Hundred Eight and 00/100 (\$43,708.00) Dollars, for the additional offsite improvements set forth in Exhibit "A" attached hereto. The cost of these additional offsite improvements shall be paid from the City's Impact Fee Fund, in addition to the eligible costs for impact fee credits originally set forth in Exhibit "C" (Table 3) of the Agreement.
3. No Other Amendments. Except as provided in Section 2 above, no other amendments or revisions to the Agreement are affected by this First Amendment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporate seals affixed as of the day and year first above written.

[SEE FOLLOWING PAGES FOR SIGNATURES]

SIGNATURE PAGE OF DEVELOPERS

*Signed, sealed and delivered
in the presence of:*

**DEVELOPER 1:
RMC PALM BY, LLC**



Witness 1 **Jared Solomon**

Print Name of Witness 1



Witness 2
KRISTI KIM JOHNSON

Print Name of Witness 2

By: 

H. Robert Eggleston, III Manager



Witness 1 **Jared Solomon**

Print Name of Witness 1



Witness 2
KRISTI KIM JOHNSON

Print Name of Witness 2

By: 

Mitchell F. Rice, Manager

**DEVELOPER 2:
THE AVENTINE WEST MELBOURNE,
LLC**

**By: AWM Investor SPE, LLC, a
Delaware limited liability company,
its sole member**

**By: Flournoy Development Group,
LLC, a Delaware limited
liability company, its sole Member and
Manager**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Thomas H. Flournoy, President

SIGNATURE PAGE OF DEVELOPERS

*Signed, sealed and delivered
in the presence of:*

**DEVELOPER 1:
RMC PALM BY, LLC**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
H. Robert Eggleston, III Manager

By: _____
Mitchell F. Rice, Manager

**DEVELOPER 2:
THE AVENTINE WEST MELBOURNE,
LLC**

By: **AWM Investor SPE, LLC, a
Delaware limited liability company,
its sole member**

By: **Flournoy Development Group,
LLC, a Delaware limited
liability company, its sole Member and
Manager**

Synthia J. Freeman

Witness 1

Synthia Freeman

Print Name of Witness 1

Catherine A Blair

Witness 2

Catherine A Blair

Print Name of Witness 2

By: *THF*

Thomas H. Flournoy, President

STATE OF FLORIDA §
COUNTY OF Hillsborough §

The foregoing instrument was acknowledged before me this 5th day of February 2018, by H. Robert Eggleston, III, Manager of RMC PALM BAY, LLC, a foreign limited liability company registered to do business in the State of Florida. He is personally known to me or produced as identification and did/did not take an oath.

My commission expires: 8/4/19

SEAL
Commission No.: FF243818

STATE OF FLORIDA §
COUNTY OF Hillsborough §

Kristi Kim Johnson
Notary Public

KRISTI KIM JOHNSON
(Name typed, printed or stamped)
KRISTI KIM JOHNSON
MY COMMISSION # FF 243818
EXPIRES: August 4, 2019
Bonded Thru Budget Notary Services



The foregoing instrument was acknowledged before me this 5th day of February 2018, by Mitchell F. Rice, Manager of RMC PALM BAY, LLC, a foreign limited liability company registered to do business in the State of Florida. He is personally known to me or produced as identification and did/did not take an oath.

My commission expires: 8/4/19

SEAL
Commission No.: FF243818

Kristi Kim Johnson
Notary Public

KRISTI KIM JOHNSON
(Name typed, printed or stamped)
KRISTI KIM JOHNSON
MY COMMISSION # FF 243818
EXPIRES: August 4, 2019
Bonded Thru Budget Notary Services



STATE OF GEORGIA §
COUNTY OF MUSCOGEE §

The foregoing instrument was acknowledged before me this 5th day of February, 2018, by Thomas H. Flournoy, President. He is [] personally known to me or [] produced as identification and did/did not take an oath.

Caroline M. Smith

Notary Public

My commission expires: 2/27/2018

SEAL

Commission No.: W-00199493

Caroline M. Smith

(Name typed, printed or stamped)



SIGNATURE PAGE OF CITY OF WEST MELBOURNE

Reviewed as to form and sufficiency:

[Handwritten Signature]

Morris Richardson, City Attorney

ATTEST:



Cynthia Hanscom
Cynthia Hanscom, City Clerk
(SEAL)

CITY OF WEST MELBOURNE, a
chartered municipal corporation

Hal Rose
Hal J. Rose, Mayor

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 6th day of February, 2018, by Hal J. Rose, Mayor of The City of West Melbourne, Florida, a chartered municipal Corporation, on behalf of the City. He is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:

Christine D. Pennington
Notary Public

SEAL
Commission No.:

Christine D. Pennington
(Name typed, printed or stamped)



N.E

SIGNATURE PAGE FOR BREVARD COUNTY

ATTEST:

Scott Ellis

Scott Ellis, Clerk
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida

Rita Pritchett

Rita Pritchett, Chair
As approved by the Board on 3/20/18

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 20 day of
March _____, 2018, by Rita Pritchett, Chair of the Board of County
Commissioners of Brevard County, Florida, a political, subdivision of the State of Florida, who is
 personally known to me or produced as identification and did/did not take an oath.

My commission expires: 6/10/20

Deborah W. Thomas
Notary Public

SEAL
Commission No.:

DEBORAH W. THOMAS
(Name typed, printed or stamped)

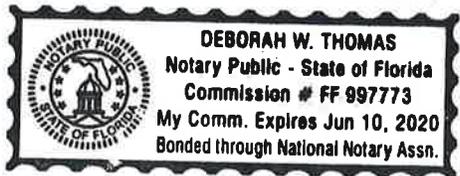


EXHIBIT "A"

Approved Co#5



283 West Drive
Melbourne, FL 32904
321-233-5156 Phone
321-253-5176 Fax
kcf@kcf.com

January 2, 2018
RMC Development
8802 North Dale Mabry Hwy
Tampa, FL 33614

RE: Wawa Palm Bay (Off-site)
Request For Change Order #6 - Durham Road Resurfacing

Quantity	Item	Price	Sub Total
1 LS	Mobilization	\$3,500.00	\$3,500.00
1013 CY	Mill	\$4.45	\$8,612.85
1013 SY	1" Asphalt SP-12.5 Overlay	\$9.80	\$16,747.40
1 LS	Traffic Control (daytime only)	\$4,500.00	\$4,500.00
1 LS	Striping	\$2,800.00	\$2,800.00
1013 SY	Tack	\$0.65	\$1,243.45
1 LS	Sweep & Clean	\$1,250.00	\$1,250.00

Total Change Order #6: **\$40,553.70**

Alternate	Item	Price	Sub Total
1 LS	Mobilization	\$8,500.00	\$8,500.00
1013 SY	Micro Surfacing	\$11.45	\$21,803.85
1 LS	Traffic Control	\$3,000.00	\$3,000.00
1 LS	Striping	\$2,800.00	\$2,800.00
1 LS	Sweep & Clean	\$2,500.00	\$2,500.00
Total Alternates:			\$36,703.85

Approved & Accepted By:

[Signature]
KCF Site Development, LLC

2nd year warranty ~~5000~~
7/13/2018

[Signature]
RMC Palm Bay, LLC

TRAFFIC CONCURRENCY
AND
TRAFFIC IMPACT FEE CREDIT/REIMBURSEMENT
DEVELOPMENT AGREEMENT

PROVIDING FOR VESTING FOR TRANSPORTATION CONCURRENCY AND TRANSPORTATION IMPACT FEE CREDIT AGREEMENT.

THIS VESTING FOR TRANSPORTATION CONCURRENCY AND TRANSPORTATION IMPACT FEE CREDIT AGREEMENT, entered into this 5 day of OCTOBER, 2017 by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter referred to as "**County**"), the **CITY OF WEST MELBOURNE, FLORIDA**, a municipal corporation, whose address 2240 Minton Road, West Melbourne, Florida 32904 (hereinafter referred to as "**City**"), **RMC PALM BAY, LLC**, a Florida limited liability company registered to do business in the State of Florida, whose address is 8902 N. Dale Mabry Hwy., Suite 200, Tampa, FL 33614 (hereinafter referred to as "**Developer 1**"), and **RIVIERA DRIVE COMMERCIAL, LLC**, a Delaware limited liability company registered to do business in the State of Florida, whose address is 900 Brookstone Centre Parkway, Columbus, GA 31904 (hereinafter referred to as "**Developer 2**,"), with Developer 1 and Developer 2 hereinafter referred to as "**Developers**"), is based on the following premises:

RECITALS:

WHEREAS, on January 17, 1989 the County adopted Ordinance 89-04 which amended the Code of Laws and Ordinances of Brevard County, Florida to include Article XI known as the "Brevard County Transportation Impact Fee Ordinance" (hereinafter referred to as the "**Ordinance**"); and

WHEREAS, the County and the City entered into an interlocal agreement, executed on April 11, 1989 by the City and May 16, 1989 by the County, providing for the participation by the City in the program created by the Ordinance; and

WHEREAS, the City and County have entered into an Interlocal Agreement regarding collection and distribution of Transportation Impact Fees; and

WHEREAS, the City and County Transportation Impact Fee Ordinances provide a mechanism for credits against Impact Fees for qualifying contributions towards off-site roadway improvements, and further provides that no credit shall exceed the assessed transportation impact fee for the land development activity awarded the credit; and

WHEREAS, the provisions of the Ordinance are applicable within the incorporated limits of the City including the real property owned by the Developers; and

WHEREAS, the Ordinance includes a provision for awarding impact fee reimbursements in lieu of impact fee credits for qualifying contributions towards off-site improvements and further provides that such reimbursement shall not exceed the assessed transportation impact fee for the land development activity awarded the reimbursement, the estimated total cost of the qualifying contribution, or the actual cost of the qualifying contribution, whichever is lowest; and

WHEREAS, the Ordinance includes a schedule of Impact Fees assessable against the users of property for the public purpose of requiring new developments to pay their fair share of the impacts attributable to said development on the transportation network of Brevard County; and

WHEREAS, Developer 1 is the owner of that certain property located on the Northwest corner of Palm Bay Road at the intersection of Durham Road in the City of West Melbourne and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Property**"); and

WHEREAS, Developer 2 is the owner of that certain property located North of Palm Bay Road on Durham Road in the City of West Melbourne and more particularly described in Exhibit "B" ("**Property**") attached hereto and incorporated herein by this reference; and

WHEREAS, the real property described in Exhibit "A" and Exhibit "B" is hereinafter referred to as "**Both Properties**"; and

WHEREAS, in the future impact fees may be increased or decreased; and

WHEREAS, the City has adopted a Comprehensive Plan and Zoning Regulations that are applicable within its corporate limits; and

WHEREAS, the City has established a Future Land Use Map designation of Commercial and established the C-P Commercial Parkway Zoning together with the Interchange Commercial Overlay District on the Exhibit "A" Property; and

WHEREAS, the Comprehensive Plan and Zoning Regulations adopted by the City and imposed on the Exhibit "A" Property approved a conditional use permit for a service station with gasoline pumps and a convenience store at a maximum of 6,119 square feet, 8 fueling islands (16 pumps), floor Area Ratio of 0.08 and building height of 34 feet; and

WHEREAS, Developer 1 has prepared a development program to construct a convenience/gas station on Property 1 as shown in Conditional Use Permit Plan # CUP 2016-04, which by this reference is made a part hereof. This development program is expected to generate 3,224 trips per day. Conditional Use Permit # CUP 2016-04 was approved by the City on January 26, 2017; and

WHEREAS, the City has established a Future Land Use Map designation of Urban Density Residential and established the R-3: Multifamily Dwelling Residential Zoning District on the Exhibit "B" Property; and

WHEREAS, the Comprehensive Plan and Zoning Regulation adopted by the City and imposed on the Exhibit "B" Property limits residential density to 21 units per acre, and permits the property to be used for multifamily residential development with the maximum lot coverage of 45%, proposed population density would be approximately 47 persons per acre and the building height limited to 60 feet; and

WHEREAS, Developer 2 has prepared a development program to construct a 290 unit residential apartment complex on the Exhibit "B" Property which was approved as a conceptual plan as shown on Site Plan # SIT-2016-09, which by this reference is made a part hereof and was approved by the City on August 9, 2016. Developer 2's development program is expected to generate 1,882 trips per day and create a maximum population density of 35 persons per acre; and

WHEREAS, provisions of the interlocal agreement stipulate that the City shall require, as a condition precedent to the issuance of a certificate of occupancy, the presentation of an

impact fee voucher that affirmatively states that the applicant has paid the applicable impact fee for the particular structure or development; and

WHEREAS, the Proportionate Fair Share Analysis Memorandum prepared by Lassiter Transportation Group, Inc. dated September 8, 2017, and more particularly described on Exhibit "C," which Memorandum has been approved by the County and City, states that the Developer 1's Project will generate 3,224 external trips of which 239 are new trips all of which were approved as part of the County's Concurrency Approval; and

WHEREAS, the Proportionate Fair Share Analysis Memorandum prepared by Lassiter Transportation Group, Inc. dated August 8, 2017, and more particularly described on Exhibit "C," states that the Developer 2's Project will generate 1,882 new external trips; and

WHEREAS, Developer 1 shall make certain roadway improvements to Palm Bay Road and signaling the intersection of Palm Bay Road and Durham Road, all as set forth in Exhibit "C," prepared by Lassiter Transportation Group, Inc., and attached hereto and incorporated herein by this reference ("Roadway Improvements"); and

WHEREAS, Developer 1 and 2 acknowledge that if any of the Roadway Improvements are site related improvements, they shall be set forth in Exhibit "C," and any and all expenses associated with the completion of any site related improvement as described in Exhibit "C" are not eligible for Transportation Impact Fees Credits; and

WHEREAS, the Roadway Improvements to be constructed by Developer 1 are expected to further improve traffic safety on Palm Bay Road, and the additional capacity will accommodate traffic that is not generated by both developments' Project; and

WHEREAS, the Roadway Improvements shall be constructed according to the design specifications of Brevard County, which shall be incorporated in the plans being submitted for review and approval; and

WHEREAS, Brevard County has previously enacted moratoria on the collection of impact fees; and

WHEREAS, Brevard County, as a governing body, has the right to rescind impact fees, reduce impact fees, or stay the collection of impact fees; and

WHEREAS, Brevard County cannot commit to make payments of fees that are not collected, and, therefore the parties recognize that if impact fees are eliminated, stayed or

reduced Brevard County's obligations to make payments hereunder shall likewise be eliminated, stayed or reduced; and

WHEREAS, the City is responsible for issuance of building permits on Both Properties based upon the County's Trip Capacity Analysis on Palm Bay Road verifying the trip availability or capacity; and

WHEREAS, a traffic concurrency evaluation of the proposed developments for Both Properties was conducted by the City and a City concurrency evaluation and approval occurred as part of the development process; and

WHEREAS, Developer 1 will be responsible for and pay for the Roadway Improvements described herein. In return, the City, County, and Developer 2 agree that all Traffic Impact Fees collected by the City, and/or County on Both Properties shall be pipelined into and paid to Developer 1 up to the maximum amount of Impact Fee Credits eligible for the offsite Roadway Improvements as calculated in this Agreement, provided that in no event shall the amount paid to Developer 1 exceed the amount authorized in this Agreement or paid by Developer 1 for the non-site improvements, whichever is less; and

WHEREAS, the City and County do not offset any Transportation Impact Fee Credits against the Traffic Impact fee charged, but rather the fees are collected by the County, and thereafter payment of the Credits authorized pursuant to the terms and conditions of this Agreement shall be paid directly to Developer 1; and

WHEREAS, the Florida Local Government Development Agreement Act as set forth in Chapter 163, Subsections 163.3220 through 163.3243, Florida Statutes was established to authorize local governments to provide assurances to developers through the approval of development agreements that the developers will be able to implement their development programs subject to the conditions of the development agreements and thereby to encourage a stronger commitment to capital facilities planning, ensure the provisions of adequate public facilities for development, encourage the efficient use of resources, encourage private participation in comprehensive planning, and reduce the economic cost of development; and

WHEREAS, the City and County desire to utilize the provisions of the Florida Local Government Development Agreement Act in order to promote the stated goals and objectives of the Act in Brevard County by entering into this Agreement; and

WHEREAS, the design and construction of the Roadway Improvements is consistent with and serves to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the Developers wish to document their authorization to implement their Projects subject to the conditions set forth herein and that the Projects are vested for development and transportation concurrency for a period not to exceed ten years.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated and made a part of this Agreement.
2. **Roadway Improvements.** Developer 1 shall be responsible for and construct Roadway Improvements pursuant to the design and engineering plans prepared by, Bowman Consulting Job No. 010437-02-001 dated September 15, 2017, Pages C0 through D4.0, and Lassiter Transportation Project No. 4219.08, dated August 29, 2017 ("Plans") as said Plans may be amended by Developer 1 and approved by County. The Roadway Improvements shall consist of those improvements as shown on Exhibit "C," and all improvements shall be constructed in compliance with Brevard County Right of Way Permit 17RW00536. The Roadway Improvements illustrated in Exhibit "C" shall commence within twenty-four (24) months of the adoption of this Agreement by all parties subject only to the Developer obtaining all of the necessary government permits for the Roadway Improvements, and finish within twelve (12) months thereafter. In the event that any party shall be delayed or prevented from performing any act required by this Development Agreement by reasons of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, wars or other reason of a like nature not the fault of the hindered party, then performance of such acts shall be excused for the period of delay and the period for the performance of such acts shall be extended for a period equivalent to the period of delay provided, however, that any such extension shall not extend the ten (10) year duration of this Development Agreement as set forth in Paragraph 11 therein. Prior to the commencement of any work on the Project, Developer 1 shall notify the County and City that it is ready to proceed.

3. **Engineer's Opinion of Costs.** The Engineer's Opinion of Costs (hereinafter the "Estimated Costs") for completing the site-related and non-site related Roadway Improvements in accordance with the requirements of this Agreement and the Plans are itemized in **Exhibit "D"** attached hereto and by this reference made a part hereof. For the purpose of calculating the amount of transportation impact fee credit due Developer 1, the Engineer's Opinion of Costs shall have the same meaning as estimated costs in the Ordinance. The estimated costs itemized in **Exhibit "D"** for the Roadway Improvements described in Paragraph 2, includes the cost of both site-related and non-site related Roadway Improvements. The estimated costs of \$998,876.35 as itemized in **Exhibit "D"** are those costs associated with the completion of the non-Site Related Improvements and which are eligible for a traffic impact fee credit.

4. **Delivery by Developer's Certificate of Completion.** Upon the delivery by Developer 1 and/or its agents of its Certificate of Completion by County and request for final inspection of the Roadway Improvements, and the issuance of final "As Built" plans, the County within five (5) days thereafter shall conduct any remaining inspections, if any, and issue its Certificate of Completion or in the event of any deficiencies state in writing the specifics of the deficiency, and Developer 1 shall within thirty (30) days thereafter commence to satisfy any deficiencies, and diligently pursue correction of the deficiency. After correction of the deficiencies the County shall issue its Certificate of Completion within five (5) days of the additional submittal. Road construction shall be inspected by the County's Development Inspection Group, and Developer 1 shall pay all fees associated with such review.

5. **Statement of Actual Costs.** Within thirty (30) days from the date that the County and City issue their respective certificates of completion for the Roadway Improvements, Developer 1 shall provide to the City and County a statement of the actual total cost of the Roadway Improvements including the non-site related portion thereof, which statement shall be certified by the engineer of record. The County and City shall have thirty (30) days to review the costs for eligibility and reasonableness and approve the engineer's certification. In the event the City or County does not approve the engineer's certification of cost, the parties shall, within fifteen (15) days of rejection of Engineer's certification, choose a mutually acceptable engineer familiar with road design and construction to arbitrate the dispute. The parties shall be bound by said engineer's determination of the actual total cost of eligible improvements.

6. **Impact Fee Credit/Reimbursement.** In consideration of the financial expenses associated with the construction of the Roadway Improvements described in Paragraph 2 above, **Developers 1 seeks Impact Fee Reimbursement.** To qualify for Impact Fee Reimbursement, Developer 1 must first qualify for Impact Fee Credit. The City and County agree that Developer 1 and its successors in interest shall enjoy the benefit of qualifying for a credit against any Transportation Impact Fees that may be assessed (hereinafter referred to as the "Impact Fee Credit") on new construction on Both Properties. The amount of the Impact Fee Credit shall not exceed the estimated cost of constructing the eligible improvements or the actual cost of construction of said improvements, whichever is less, plus the actual cost of any change orders for non-site specific improvements to the extent such change orders are approved in writing by each and every party hereto; nor shall it exceed the actual cumulative amount of Transportation Impact Fees assessed for the Project. The estimated cost of constructing the eligible improvements are \$998,876.35. The qualification for an Impact Fee Credit shall be used as the basis for Impact Fee Reimbursement. No actual credits against impact fees are to be awarded, rather, in lieu of impact fee credit, reimbursement of impact fees shall be made up from impact fees collected up to the amount qualified to be an Impact Fee Credit. The Reimbursement process will be referred to as the Credit/Reimbursement.

7. **Non-Transferability of Impact Fee Credit/Reimbursement.** The Impact Fee Credit/Reimbursement shall be applicable to Transportation Impact Fees that may be assessed on new construction on Both Properties. The Impact Fee Credit/Reimbursement shall not be applicable, creditable or transferable to any other property. In no event shall Developer 1 or their successors in interest enjoy the benefit of the Impact Fee Credit/Reimbursement more than ten (10) years from the effective date of this Agreement. Any unused credit/reimbursement qualification shall be forfeited at the expiration of such ten (10) year period, and in no event shall it be reimbursed or redeemable for cash or other valuable consideration other than the Impact Fee Credit/Reimbursement described herein. The County agrees that any and all Transportation Impact Fees that it receives from Both Properties, regardless of who the current owners of Both Properties, or any portion thereof may be, shall be forwarded to and/or reimbursed directly to Developer 1 up to the total amount of the Impact Fee Credit, if said fees are received within ten (10) years from the effective date of this Agreement. In the event no Impact Fees are imposed or

Impact Fees are eliminated, County shall not owe Developer 1 or be liable to Developer 1 for any money compensation or other consideration as a result of this Agreement.

8. **Vesting.** The parties hereto recognize that Palm Bay Road is within the control of the County. Both Properties are within the jurisdiction of the City. The City has jurisdiction over Both Properties for site plan permitting purposes other than County road connection permits and other state, federal or regional permitting requirements. Concurrency evaluations on Both Properties were conducted and approved by the City. Provided there is no material default under this Agreement, Property 1 shall be vested for 3,224 trips and Property 2 shall be vested for 1,882 trips for a period of ten years from the date of this Agreement. The City acknowledges that it shall treat the 3,224 vested trips for Property 1 and 1,882 new vested trips for Property 2 as already existing and shall not issue building permits for other projects which would require such projects to utilize or consume any of the 5,106 trips that are being vested hereunder. The City shall not be prohibited from issuing building permits for other projects, if and only to the extent that there is still capacity available on the effective roadways to serve such projects after taking into account the Project's 5,106 new trips, existing trips, and otherwise committed trips. To assist in addressing the capacity issue, the County shall include the trips to be vested herein as existing trips when conducting any future traffic concurrency analysis on the subject roadway or other projects for the period of ten (10) years.

9. **Payment of Impact Fees to Developer 1.** Payment of all Traffic Impact Fees from Both Properties by the County shall be paid to Developer 1 up to the amount of the actual costs of the Roadway Improvements for non-site specific items qualified for impact fee credit as set forth in this Agreement or the Engineers Opinion of Costs as identified in Paragraph 3 of this Agreement, whichever is less, plus the actual cost of any change orders for non-site specific improvements to the extent such change orders are approved in writing by each and every party hereto; however, in no event shall the total of such payments to Developer 1 exceed the actual cumulative amount of Transportation Impact Fees assessed for the Project. Payment by the County to Developer 1 shall occur within forty-five (45) days following the end of the County's fiscal quarter in which the determination of actual costs is finalized provided sufficient Transportation Impact Fees have been paid to the County. Developer 1 shall be entitled to receive the Impact Fee Reimbursement regardless of whether or not it has transferred ownership of the Real Property described in **Exhibit "A"** to a third party. Any such assignment shall not

affect Developer 1's right to receive said payment as called for under this Agreement. Once County makes any Impact Fees' payment to Developer 1, Developer 2 hereby fully and intentionally waives any and all rights of any kind or nature to seek reimbursement from County, City, or Developer 1, as to the monies actually paid to Developer 1.

10. Applicability of Ordinances and Resolutions of City to Agreement. The applicability of Ordinances and Resolutions of the City to the Agreement are as set forth below:

- A. As provided in Section 163.3233(1), Florida Statutes, the ordinances and regulations of the City governing the Development of Both Properties on the Effective Date of this Agreement shall continue to govern the Development, except as otherwise provided herein. At the termination of this Agreement, all then existing codes shall become applicable to the Development of the Both Properties. Except as otherwise specifically set forth herein, no fee (including the existence or lack thereof), fee structure, amount computation method or fee amount, including any Impact Fees, then in existence or hereafter imposed, shall be vested by virtue of this Agreement.
- B. As provided in Section 163.3233(2), Florida Statutes, the City may apply changes to vested ordinances and policies, or new requirements, adopted subsequently to the execution of this Agreement to Both Properties, only if the City has held a public hearing and determined that: (a) such new ordinances or policies are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities or densities as allowed under the terms of this Agreement; (b) such new ordinances or policies are essential to the public health, safety, or welfare and the new ordinances or policies expressly state that they shall apply to a development that is subject to a Development Agreement; (c) such new ordinances or policies are specifically anticipated and provided for in this Agreement; (d) the City has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of the approval of this Agreement; or (e)

this Agreement is based on substantially inaccurate information supplied by the Developer.

- C. As provided in Section 163.3241, Florida Statutes, in the event that state or Federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or Federal laws, such modification or revocation to take place only after the notice provisions provided for the adoption of a Development Agreement have been complied with. The City shall cooperate with the Developer in the securing of any permits which may be required as a result of such modifications.
- D. As provided in Section 163.3235, Florida Statutes, the City and County shall review this Agreement not less than once every twelve (12) months to determine if good faith compliance with this Agreement has been shown. If the City or County determines there is a lack of compliance by Developer(s) with this Agreement, it shall notify the Developer(s) of same and give Developer(s) a reasonable time, not to exceed (thirty 30) days, to correct such noncompliance. If the Developer(s) fails to comply with the requirements of the notice, the and the City or County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City or County Such revocation or modification may be accomplished only after public hearing and notice otherwise required for the adoption of this Agreement.

11. **Effective Date and Duration.** Pursuant to Section 163.3239, Florida Statutes, within fourteen (14) days after the City and County enter into this Development Agreement they, City shall record the Development Agreement with the Brevard County Clerk of Courts. This Development Agreement is not effective until it is properly recorded in the Brevard County Public Records ("Effective Date"). Unless terminated earlier by either party as provided herein, this Agreement shall remain in effect for a period of ten (10) years pursuant to Fla. Statute

Section 163.3220, et seq. Additionally, the duration of this Agreement may be extended as provided for in Fla. Statute 163.3220, et seq. The burdens of this Development Agreement shall be binding upon, and the benefits shall inure to, all successes in interest to the parties to this Development Agreement.

12. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer 1: RMC PALM BAY, LLC
Attn: H. Robert Eggleston, III and
Mitchell F. Rice
8902 N. Dale Mabry Hwy., Suite 200,
Tampa, FL 33614
Telephone: 813-960-8511 ext. 320
Facsimile: 813-963-2596
Email: beggleston@rmcpg.com

With a copy to: GrayRobinson, P.A.
Attn: Philip F. Nohr, Esq.
P.O. Box 1870
Melbourne, FL 32902-1870
Telephone: 321-727-8100
Facsimile: 321-984-1156
Email: pnohr@gray-robinson.com

If to Developer 2: RIVIERA DRIVE COMMERCIAL, LLC
Attn: Tom Flournoy, Manager
900 Brookstone Centre Parkway
Columbus, GA 31904
Telephone: 706-324-4000
Facsimile: 888-801-3404
Email: tom.flournoy@flournoydev.com

If to City: City of West Melbourne
Attn: Scott Morgan, City Manager
2240 Minton Road
West Melbourne, FL 32904-4928
Telephone: 321-727-7700

Facsimile: 321-768-2390
Email: smorgan@westmelbourne.org

With a copy to:

Morris Richardson, City Attorney
City of West Melbourne
2285 Minton Road
West Melbourne, FL 32904-4928
Telephone: 321-727-7700
Facsimile: 321-768-2390
Email: mrichardson@westmelbourne.org

If to County:

Brevard County
Attn: Frank Abbate, County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2000
Facsimile: 321-633-2115
Email: frank.abbate@brevardfl.gov

With Copy to:

Brevard County Public Works Department
Attn: Andy Holmes
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321 617-7202
Facsimile:
Email:
Andy.Holmes@brevardcounty.us

13. Miscellaneous. The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit the parties hereto and their

respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed amended, or modified in any respect whatsoever, nor may any covenant,, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by an of the parties hereto.

14. **Costs and Recording.** Developer 1 shall be responsible for paying and recording this Agreement along with costs incurred in providing public notice for hearings associated with this Agreement and any application fees. Payment shall be due upon receipt of invoices by the County and City.

15. **Attorneys' Fees/Hold Harmless/Indemnification** Should any litigation arise between the parties, each party shall bear its own attorneys' fees and costs. In the event of litigation or claims against the County and/or City from third parties arising from this Agreement or the construction described herein, Developer 1 shall indemnify, hold harmless and defend the County and City from and against any such claims; however, nothing contained herein shall be deemed to be a waiver by the County or City of their respective sovereign immunity or any limitation of liability pursuant to Section 768.28, Florida Statutes, or other applicable statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law. Developer 1 acknowledges that specific consideration has been paid and other good and sufficient consideration has been received for this indemnification provision.

16. **Captions.** Headings of a particular paragraph of this Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the paragraphs to which they refer.

17. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's joinder in or execution of this Agreement is deemed invalid for any particular purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporate seals affixed as of the day and year first above written.

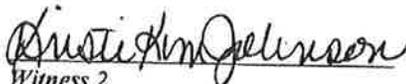
[SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered
in the presence of


Witness 1
Jared Solomon
Print Name of Witness 1


Witness 2
KRISTI KIM JOHNSON
Print Name of Witness 2


Witness 1
Jared Solomon
Print Name of Witness 1


Witness 2
KRISTI KIM JOHNSON
Print Name of Witness 2

**DEVELOPER 1:
RMC PALM BY, LLC**

By: 
H. Robert Eggleston, III Manager

By: 
Mitchell F. Rice, Manager

**DEVELOPER 2:
RIVIERA DRIVE COMMERCIAL,
LLC, a Delaware limited liability
company,**

**By: Flournoy Development Company, LLC,
a Georgia limited liability company, its sole
Member**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Thomas H. Flournoy, President

SIGNATURE PAGE OF DEVELOPERS

Signed, sealed and delivered
in the presence of:

DEVELOPER 1:
RMC PALM BY, LLC

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

Witness 1

Print Name of Witness 1

Witness 2

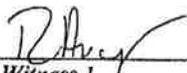
Print Name of Witness 2

By: _____
H. Robert Eggleston, III Manager

By: _____
Mitchell F. Rice, Manager

DEVELOPER 2:
RIVIERA DRIVE COMMERCIAL,
LLC, a Delaware limited liability
company,

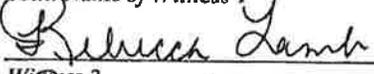
By: Flournoy Development Company, LLC,
a Georgia limited liability company, its sole
Member



Witness 1

Ronda Huckaby

Print Name of Witness



Witness 2

Rebecca Lamb

Print Name of Witness 2

By: 
Thomas H. Flournoy, President

STATE OF FLORIDA §
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of September 2017, by H. Robert Eggleston, III, Manager of RMC PALM BAY, LLC, a foreign limited liability company registered to do business in the State of Florida. He is personally known to me or produced as identification and did/did not take an oath.



KRISTI KIM JOHNSON
MY COMMISSION # FF 243818
EXPIRES: August 4, 2019
Bonded Thru Budget Notary Service

My commission expires: 8/4/19

Kristi Kim Johnson
Notary Public

SEAL

Commission No.: FF 243818

KRISTI KIM JOHNSON

(Name typed, printed or stamped)

STATE OF FLORIDA §
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of September 2017, by Mitchell F. Rice, Manager of RMC PALM BAY, LLC, a foreign limited liability company registered to do business in the State of Florida. He is personally known to me or produced as identification and did/did not take an oath.



KRISTI KIM JOHNSON
MY COMMISSION # FF 243818
EXPIRES: August 4, 2019
Bonded Thru Budget Notary Service

My commission expires: 8/4/19

Kristi Kim Johnson
Notary Public

SEAL

Commission No.: FF 243818

KRISTI KIM JOHNSON

(Name typed, printed or stamped)

STATE OF ^{Georgia} FLORIDA §
COUNTY OF Muscogee §

The foregoing instrument was acknowledged before me this 22nd day of September 2017, by Tom Flournoy, as President of Flournoy Development Company, LLC, a foreign limited liability company, Manager of RIVIERA DRIVE COMMERCIAL, LLC, a foreign limited liability company registered to do business in the State of Florida. He is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires: 2/27/2018

SEAL
Commission No.: W00199493

Caroline M. Smith
Notary Public

Caroline M. Smith
(Name typed, printed or stamped)



SIGNATURE PAGE OF CITY OF WEST MELBOURNE

Reviewed as to form and sufficiency:

Morris Richardson
Morris Richardson, City Attorney



ATTEST:

Christine D. Pennington
Christine D. Pennington, Acting City Clerk
(SEAL)

CITY OF WEST MELBOURNE, a
chartered municipal corporation

Hal J. Rose
Hal J. Rose, Mayor

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 19th day of September, 2017, by Hal J. Rose, Mayor of The City of West Melbourne, Florida, a chartered municipal Corporation, on behalf of the City. He is personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:

Tamara D. Neal
Notary Public

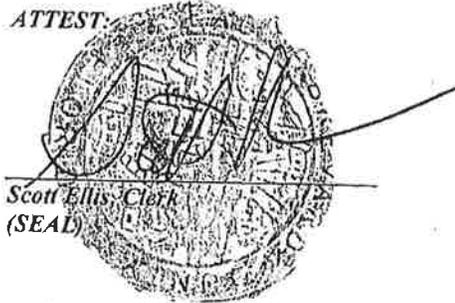
SEAL
Commission



Tamara D. Neal
(Name typed, printed or stamped)

SIGNATURE PAGE FOR BREVARD COUNTY

ATTEST:



Scott Ellis, Clerk
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida


RITA PRITCHETT, VICE-CHAIRWOMAN
As approved by the Board on 10/5/17

STATE OF FLORIDA §
COUNTY OF BREVARD §

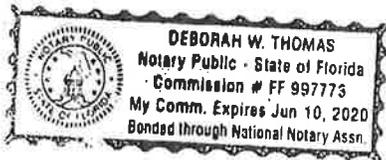
The foregoing instrument was acknowledged before me this 5 day of
OCTOBER _____, 2017, by Curt Smith, Chairman of the Board of County
Commissioners of Brevard County, Florida, a political, subdivision of the State of Florida, who
is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:


Notary Public

SEAL
Commission No.:

DEBORAH W. THOMAS
(Name typed, printed or stamped)



LIST OF EXHIBITS

- A. Legal Description for Developer 1's Land
- B. Legal Description for Developer 2's Land
- C. Proportionate Fair Share Analysis Memorandum by Lassiter Transportation Group, Inc. on Trips Generated for both Properties and Roadway Improvements Including Site and Non-Site Related Improvements
- D. Engineer's Opinion of Costs for Non-Site Related Improvements

EXHIBIT "A"

PARCEL 1:

A PORTION OF LOT 20, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 164, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST AND RUN SOUTH 89 DEGREES 18 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST A DISTANCE OF 2652.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, ALSO BEING THE CENTER OF SAID SECTION; THENCE RUN NORTH 00 DEGREES 33 MINUTES 46 SECONDS EAST A DISTANCE OF 94.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 00 DEGREES 33 MINUTES 46 SECONDS EAST A DISTANCE OF 365.50 FEET; THENCE RUN SOUTH 89 DEGREES 18 MINUTES 43 SECONDS EAST A DISTANCE OF 216.00 FEET; THENCE RUN SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST A DISTANCE OF 365.50 FEET; THENCE RUN NORTH 89 DEGREES 18 MINUTES 43 SECONDS WEST A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH THOSE NON-EXCLUSIVE EASEMENTS BENEFITING PARCEL 1, CREATED, DEFINED AND LIMITED BY EASEMENT AGREEMENT BY AND BETWEEN BOB EVANS FARMS INC., AN OHIO CORPORATION, AND JOEL F. WYNNE AND HARVEY NEWMAN, AS TRUSTEES UNDER LAND TRUST AGREEMENT NO. 12, DATED NOVEMBER 2, 2001, AND RECORDED NOVEMBER 27, 2001 IN OFFICIAL RECORDS BOOK 4469, PAGE 9, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA.

LEGAL DESCRIPTION DEVELOPER 1'S LAND

EXHIBIT "B"

LEGAL DESCRIPTION FOR DEVELOPER 2'S LAND

DESCRIPTION FROM THAT CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 6301888, CUSTOMER REFERENCE: 7005400-0000715, EFFECTIVE DATE: MARCH 23, 2017 AT 8:00 AM:

LOT 2, TRACT A AND STORMWATER TRACT OF DURHAM DRIVE COMMERCIAL CENTER, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 34, 35 AND 36, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO BEING DESCRIBED AS:

COMMERCIAL SITE:

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF DURHAM DRIVE (A 60 FOOT WIDE PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 6115, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WITH THE NORTH RIGHT-OF-WAY LINE OF PALM BAY ROAD (STATE ROAD 516) AND RUN N00°39'06"E ALONG THE EAST RIGHT-OF-WAY OF SAID DURHAM DRIVE A DISTANCE OF 284.58 FEET TO THE NORTHWEST CORNER OF PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 7227, PAGE 542, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 585.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 43°36'51", A CHORD LENGTH OF 416.05 FEET AND A CHORD BEARING OF N21°09'20"W), A DISTANCE OF 426.28 FEET TO A POINT OF A REVERSE CURVATURE; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 43°32'33", A CHORD LENGTH OF 326.40 FEET AND A CHORD BEARING OF N21°11'29"W), A DISTANCE OF 334.38 FEET TO THE NORTHWEST CORNER OF PARCEL 1, PARCEL A, AS DESCRIBED IN EXHIBIT "A" IN OFFICIAL RECORDS BOOK 5670, PAGE 115, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°20'54"E, ALONG THE NORTH LINE OF SAID PARCEL 1, PARCEL A, A DISTANCE OF 660.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, PARCEL A; THENCE S00°40'02"W, ALONG THE EAST LINE OF SAID PARCEL 1, PARCEL A, A DISTANCE OF 1560.19 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, PARCEL A AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PALM BAY ROAD; THENCE N89°13'23"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 192.79 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7227, PAGE 542; THENCE N00°39'06"E, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 285.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE S89°20'54"E, ALONG THE SOUTH LINE OF PARCEL 2, AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7227, PAGE 542 A DISTANCE OF 27.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE N00°39'06"E, ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 90.50 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE N89°20'54"W, ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE S00°39'06"W, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 90.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE N89°20'54"W, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 68.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 7464, PAGE 391, OF SAID PUBLIC RECORDS.

AND:

STORMWATER TRACT:

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF DURHAM DRIVE (A 60 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6115, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) WITH THE NORTH RIGHT-OF-WAY LINE OF PALM BAY ROAD (STATE ROAD 516) AND RUN N00°39'06"E ALONG THE EAST RIGHT-OF-WAY OF SAID DURHAM DRIVE A DISTANCE OF 870.10 FEET; THENCE N89°20'54"W, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5740, PAGE 9843, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; THENCE CONTINUE N89°20'54"W, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5740, PAGE 9843, A DISTANCE OF 216.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5740, PAGE 9843, (SAID POINT ALSO BEING A POINT ON THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 20); THENCE N00°39'06"E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 452.31 FEET TO THE NORTHWEST CORNER OF SAID DURHAM DRIVE AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST RIGHT-OF-WAY LINE OF SAID DURHAM DRIVE; THENCE ALONG THE ARC OF SAID CURVED WEST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 15°15'24", A CHORD LENGTH OF 132.75 FEET AND A CHORD BEARING OF S35°20'04"E), A DISTANCE OF 133.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 03°34'51", A CHORD LENGTH OF 31.24 FEET AND A CHORD BEARING OF S41°10'20"E), A DISTANCE OF 31.25 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING ALONG THE ARC OF SAID CURVED SAID RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 96°38'57", A CHORD LENGTH OF 37.35 FEET AND A CHORD BEARING OF S08°56'34"W), A DISTANCE OF 42.17 FEET TO THE END OF SAID CURVE; THENCE S57°16'02"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 110.72 FEET; THENCE S00°39'06"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.86 FEET; THENCE N57°16'02"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 96°38'57", A CHORD LENGTH OF 37.35 FEET AND A CHORD BEARING OF S74°24'29"E), A DISTANCE OF 42.17 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DURHAM DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 26°44'06", A CHORD LENGTH OF 231.20 FEET, AND A CHORD BEARING OF S12°42'57"E), A DISTANCE OF 233.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

**PROPORTIONATE FAIR SHARE ANALYSIS MEMORANDUM BY LASSITER
TRANSPORTATION GROUP, INC. ON TRIPS GENERATED FOR BOTH
PROPERTIES AND ROADWAY IMPROVEMENTS INCLUDING SITE
AND NON-SITE RELATED IMPROVEMENTS**



Road Ref: 4219.12

TECHNICAL MEMORANDUM

To: Christy Fischer (West Melbourne)
 From: GI Ramirez, PE
 Date: September 8, 2017
 Subject: Durham Drive Wawa & Aventine Apartments– Proportionate Fair-Share Determination for Palm Bay Road at Durham Drive / Riviera Drive

INTRODUCTION

Lassiter Transportation Group, Inc. (LTG) has been retained by RMC Palm Bay LLC. to determine the proportionate fair-share (PFS) responsibility and transportation impact fee creditable improvements proposed as part of the Palm Bay Road at Durham Drive Wawa and the Aventine Apartments projects. The projects are located at the northwest corner of the intersection of Palm Bay Road at Durham Drive / Riviera Drive, in City of West Melbourne. The intent of this memorandum is to provide a determination of the developer's contributions toward a series of offsite improvements proposed at the intersection of Palm Bay Road at Durham Drive.

LTG developed a traffic impact study (TIS) for the Palm Bay Road at Durham Drive Wawa dated July 2017 to determine the potential impacts the project would have on the surrounding roadway network. LTG is currently developing a separate study for the Aventine Apartments. The PFS analysis presented in this memorandum incorporates all previous analyses and is intended to establish the individual developer's PFS related only to the intersection capacity encumbered due to project traffic.

TRIP GENERATION

Project trips are a key input variable in the equation used to calculate PFS. As such, project trip generation was calculated using the procedures also used by the agencies to evaluate transportation concurrency.

Table 1 (2020 Trip Generation) extracted from the Aventine Apartments TIS is shown below. The project is expected to generate 178 p.m. peak-hour two-way trips. The P.M. Peak-Hour Trip Assignment in the TIS indicates 131 of those trips will utilize the intersection of Palm Bay Road at Durham Drive / Riviera Drive. A copy of the P.M. Peak-Hour Trip Assignment has been included as appendix A.

**Table 1
 Trip Generation
 Aventine Apartments**

Time Period	Land Use	ITE Land Use Code	Trip Rate Equation	Dwelling Units (X)	Total Trips (T)	% Enter	% Exit	Trips Entering	Trips Exiting
Daily	Apartments	220	$T = 6.06(X) + 123.56$	290	1882	50%	50%	941	941
A.M. Peak-Hour	Apartments	220	$T = 0.49(X) + 3.73$	290	146	20%	80%	29	117
P.M. Peak-Hour	Apartments	220	$T = 0.55(X) + 17.65$	290	178	65%	35%	116	62

1970 Dairy Road • West Melbourne, FL 32904 • Phone 321.499.4679 • Fax 321.499.4680

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TECHNICAL MEMORANDUM
 Christy Fischer
 September 8, 2017
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Table 2 (Trip Generation) extracted from the Durham Drive at Palm Bay Road Wawa TIS is shown below. Table 2 shows the project is expected to generate 239 p.m. peak-hour two-way trips. The P.M. Peak-Hour Trip Assignment in the TIS indicates 230 of those trips will utilize the intersection of Palm Bay Road at Durham Drive / Riviera Drive. A copy of the P.M. Peak-Hour Trip Assignment has been included as appendix B.

Table 2
 Trip Generation
 Durham Drive Wawa

Time Period	Generator	ITE Land Use Code	Trip Rate Equation	Units (Y) FF / (X) KSF	Total Trips (T)	Percent Enter	Percent Exit	Trips Entering	Trips Exiting
Daily	Convenience Market with Gas Pumps	853	$T=258.7(Y)-144.5(X)$	16 / 6.119	3,224	50%	50%	1,612	1,612
	Existing High-Turnover (Sit-Down) Restaurant	932	$T=127.15(X)$	5.375	684	50%	50%	342	342
			Difference		2540			1,270	1,270
A.M Peak-Hour	Convenience Market with Gas Pumps	853	$T=0.8 * P.M. Peak-Hour Trips$	N/A	234	50%	50%	117	117
	Existing High-Turnover (Sit-Down) Restaurant	932	$T=10.81(X)$	5.375	58	55%	45%	32	26
			Difference		176			85	91
P.M Peak-Hour	Convenience Market with Gas Pumps	853	$T=12.3(Y)+15.5(X)$	16 / 6.119	292	50%	50%	146	146
	Existing High-Turnover (Sit-Down) Restaurant	932	$T=9.85(X)$	5.375	53	60%	40%	32	21
			Difference		239			114	125

Source: ITE Trip Generation 9th Edition
 FDOT Trip Generation Study

PROPORTIONATE FAIR-SHARE

The Florida Statutes (FS) provide a mechanism for developers to pay a proportionate share of transportation infrastructure improvement costs based the ratio of project traffic versus the increase in roadway capacity due to an improvement. This mechanism is known as proportionate fair-share (PFS). The developer's PFS calculations for transportation improvements to the intersection of Palm Bay Road at Durham Drive / Riviera Drive are presented below.

Proposed Improvements

The proposed improvements to the intersection of Palm Bay Road at Durham Drive / Riviera Drive will consist of the construction of an additional right-turn lane for each of the four directions and signalization of the intersection. The right-turn lane modifications will impact pedestrian facilities, and those facilities will be updated with the reconstruction of each corner. The improvements will provide significant relief to the intersection by improving side-street delay and eliminating overflow and lane blockage to and from the minor-streets at the intersection of Palm Bay Road at Durham Drive / Riviera Drive. The improvements have been designed and will be constructed in accordance with FDOT and Brevard County standards.



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In accordance with Florida Statute, a developer's PFS is defined using the following equation:

$$(\text{Project Trips} / [\text{Improved Capacity} - \text{Existing Capacity}]) * \text{construction cost}$$

The improved and existing capacities at the signal were analyzed and documented by the *Synchro* by Trafficware, Inc. which utilizes the procedures outlined in the *2010 Highway Capacity Manual*. The capacity of the intersection in the existing and proposed conditions was calculated as the total sum of the Capacity (c) in vehicles per hour (vph) of all lane-groups during the analyzed time period. The existing p.m. peak-hour capacity was determined to be 756 vph as documented in the HCM 2010 p.m. peak-hour two-way stop control report included in Appendix C. The improved capacity, as determined by the HCM 2010 p.m. peak-hour signalized intersection report included in Appendix D, is 9790 vph. The following equation presents the project PFS for the proposed improvements. As indicated in the following equations, the PFS is calculated to be 1.5% for the Aventine Apartments and 2.5% for the Wawa respectively.

$$\text{Aventine Apartments} \frac{131 \text{ vph}}{(9790 \text{ vph} - 756 \text{ vph})} = 1.5\%$$

$$\text{Wawa} \frac{230 \text{ vph}}{(9790 \text{ vph} - 756 \text{ vph})} = 2.5\%$$

The improvements have been fully designed, and provided engineer estimate as Table 3. Table 3 identifies the costs eligible for impact fee credits. As identified in the table, the eligible costs for impact fee credits equate to \$998,676.35

By combining our PFS percentage with the construction cost, the developer's PFS responsibility for this project is \$14,980.15 for the Aventine Apartments and \$24,966.91 for the Wawa respectively. The developer will pipeline his PFS responsibility in full and pay for the remainder of the cost to construct the improvements. Considering the benefit it will provide to currently congested facilities, 100% of the eligible costs spent for capacity not consumed by the project's should be returned to the developer in transportation impact fee credits.

Table 3
Eligible Costs for Impact Fee Credits
Aventine Apartments & Durham Drive Wawa

MOBILIZATION	LS	\$20,000.00	1	\$20,000.00
MAINTENANCE OF TRAFFIC	LS	\$35,222.42	1	\$35,222.42
PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	\$17,500.00	1	\$17,500.00
CLEARING & GRUBBING	LS	\$20,000.00	1	\$20,000.00
REMOVAL OF EXISTING CONCRETE SIDEWALK	SY	\$9.00	843	\$7,587.00
REMOVAL OF EXISTING PAVEMENT	SY	\$28.00	287	\$8,036.00
ASPHALTIC CONCRETE, FRICTION COURSE (FC 12.5, TRAFFIC C, RUBBER) (1.5")	TN	\$160.00	24	\$3,840.00
OPTIONAL BASE, BASE GROUP 09 (10")	SY	\$25.00	1301	\$32,525.00
ASPHALTIC CONCRETE, SUPERPAVE (SP 12.5, TRAFFIC C) (2")	TN	\$150.00	287	\$43,050.00
ASPHALTIC CONCRETE, FRICTION COURSE (FC 12.5, TRAFFIC C, RUBBER) (1.5")	TN	\$150.00	287	\$43,050.00



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CONCRETE CLASS 1 ENDWALL	CY	\$450.00	150	\$67,500.00
JUNCTION BOX, 37" x 10"	EA	\$12,000.00	1	\$12,000.00
PIPE CULVERT (RCP) 18"	LF	\$110.00	16	\$1,760.00
PIPE CULVERT (RCP) 18" ROUND	LF	\$110.00	168	\$18,480.00
INLETS, CURB, TYPE 6	EA	\$6,405.00	2	\$12,810.00
INLETS, CURB, TYPE 5	EA	\$5,670.00	2	\$11,340.00
PIPE CULVERT (RCP) 42" ROUND	LF	\$110.00	364	\$40,040.00
CURB & GUTTER CONC (TYPE F)	LF	\$25.00	1259	\$31,475.00
PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LP	\$49.50	407	\$20,146.50
RET WALL SYSTEM, PERM, EX BARRIER	LF	\$336.25	400	\$134,500.00
GEOSYNTHETIC REINFORCED SOIL SLOPE	LS	\$55,000.00	1	\$55,000.00
SIDEWALK CONCRETE (6" THICK) (WITH FIBER)	SY	\$55.00	944	\$51,920.00
PERFORMANCE TURF, SOD	SY	\$2.40	3112	\$7,468.80
SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	\$260.00	7	\$1,820.00
RETRO-REFLECTIVE PAVEMENT MARKERS	EA	\$3.50	150	\$525.00
THERMOPLASTIC, STD, WHITE, SOLID, 6"	NM	\$4,000.00	0.5	\$2,000.00
THERMOPLASTIC, STD, WHITE, SOLID, 8"	LF	\$1.50	350	\$525.00
THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	\$2.00	1000	\$2,000.00
THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	\$4.00	950	\$3,800.00
THERMOPLASTIC, STD, WHITE, MESSAGE	EA	\$300.00	12	\$3,600.00
THERMOPLASTIC, STD, WHITE, ARROW	EA	\$75.00	2	\$150.00
UTILITY ADJUSTMENTS	LS	\$50,000.00	1	\$50,000.00
TOTAL CONSTRUCTION COSTS				\$759,670.72
NON-ELIGIBLE IMPROVEMENTS WITHIN CITY OF PALM BAY'S JURISDICTION				(\$65,169.54)
TOTAL WITHOUT CONTINGENCY				\$694,501.18
CONTINGENCY (15%)				\$104,175.18
TOTAL WITH CONTINGENCY				\$798,676.36
ENGINEERING DESIGN & SURVEY FEES				\$150,000.00
CONSTRUCTION ENGINEERING & INSPECTION FEES				\$50,000.00
GRAND TOTAL WITH CONTINGENCY				\$998,676.36



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CONCLUSION

The combined developer's PFS responsibility for the intersection improvements is 4.0% of \$998,676.35, which equates to \$39,947.05. The developer will pipeline this responsibility and pay the additional \$958,729.30 to construct the improvements. The costs identified in Table 3 are fully eligible for transportation impact fee credits. Therefore, the developer is requesting \$958,729.30 in transportation impact fee credits for construction of the intersection improvements.

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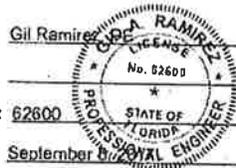
I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

Name: Gil Ramirez

Signature: _____

Florida PE License No.: 62600

Date: September 8, 2017

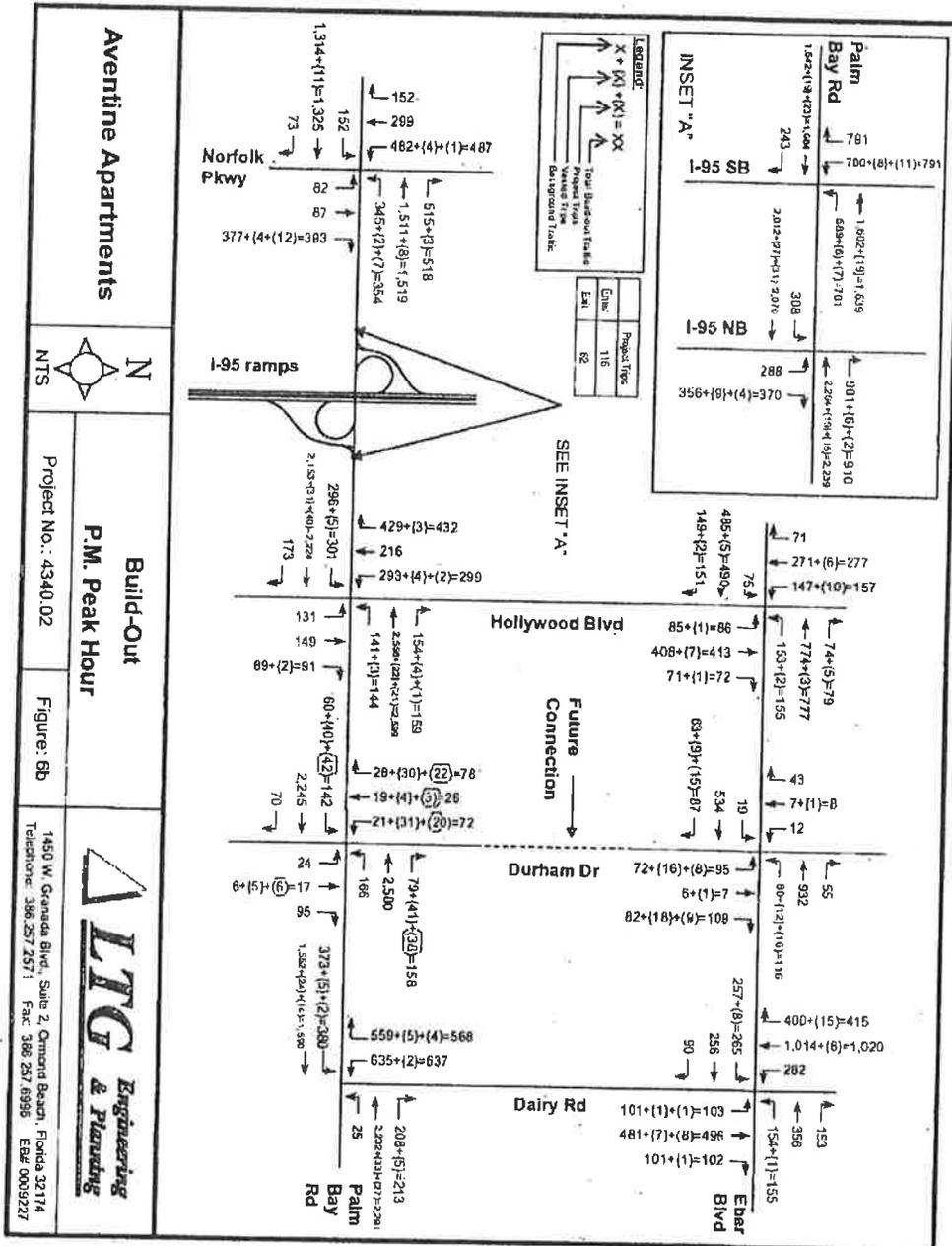


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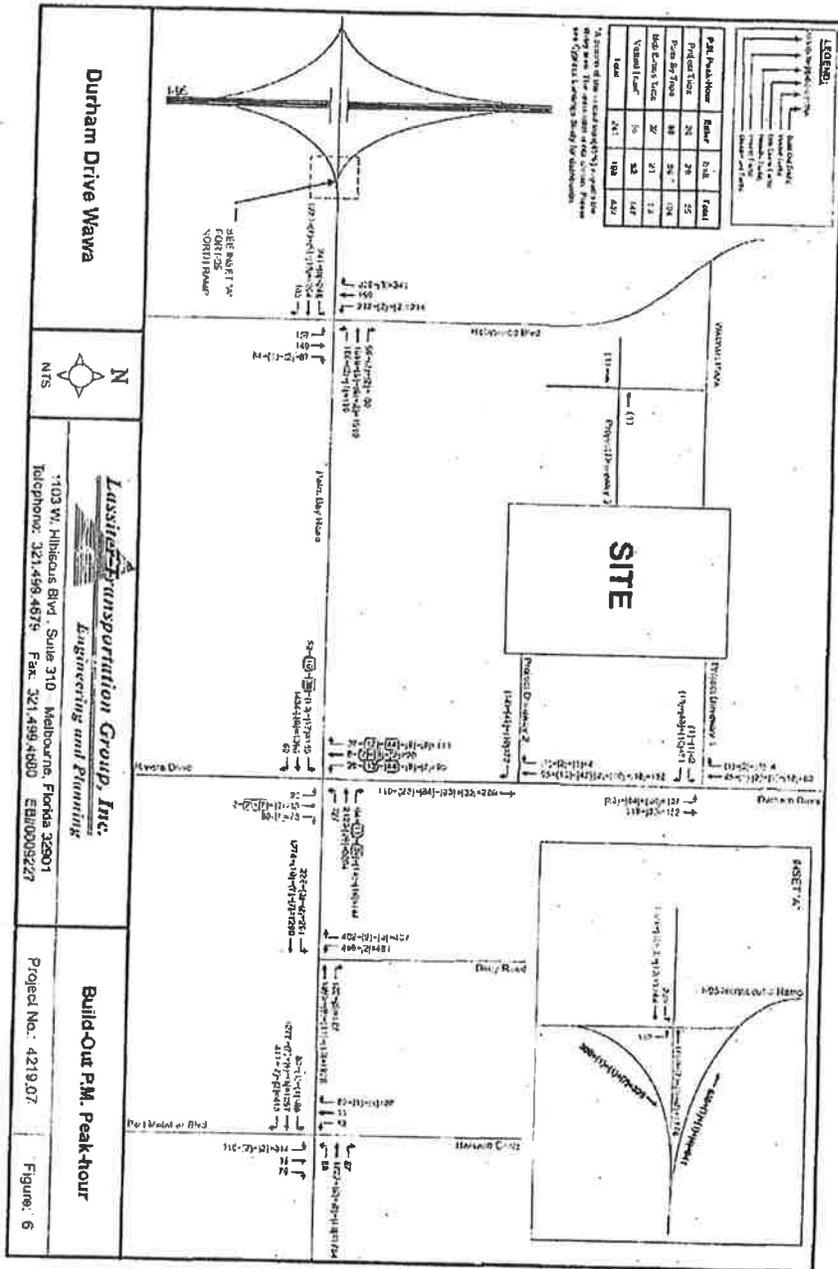


Appendices

Appendix A
Aventine Apartments P.M. Peak Hour Trip
Assignment



Appendix B
Durham Wawa P.M. Peak Hour Trip
Assignment



Appendix C
2010 P.M. Peak-hour Two-way Stop
Controlled Intersection Report

HCM 2010 TWSC
6: Palm Bay Road & Durham Drive

01/20/2017

Intersection	6: Palm Bay Road & Durham Drive											
Int Delay, s/veh	60.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↑↑↑			↑↑↑			↑			↑		
Traffic Vol, veh/h	50	1388	67	123	2055	62	20	3	79	20	8	37
Future Vol, veh/h	50	1388	67	123	2055	62	20	3	79	20	8	37
Conflicting Peds. #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	None			None			None			None		
Storage Length	325			445			0			120		
Veh In Median Storage, #	0			0			0			0		
Grade, %	0			0			0			0		
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	4	3	6	4	2	8	15	33	6	20	13	16
Mvmt Flow	53	1461	71	129	2163	65	21	3	63	21	8	39

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow A1	2228	0	1532	0
Stage 1			2730	4089
Stage 2			1602	1602
Critical Hdwy	5.38	5.38	1128	2487
Critical Hdwy Stg 1			6.7	7.16
Critical Hdwy Stg 2			7.6	6.16
Follow-up Hdwy	3.14	3.14	7	6.16
Pot Cap-1 Maneuver	93	211	3.95	4.33
Stage 1			18	1
Stage 2			289	9
Platoon blocked, %			65	121
Mov Cap-1 Maneuver	93	211	177	37
Mov Cap-2 Maneuver			330	141
Stage 1			2	0
Stage 2			0	157
Stage 1			28	52
Stage 2			30	14
			95	61

Approach	EB	WB	NB	SB
HCM Control Delay, s	2.8	2.5	\$ 726.3	\$ 2355.4
HCM LOS	F	F	F	F

Minor/Lane/Major Mvmt	NBL1	NBL2	EBL	EBT	EBR	WBL	WBT	WBR	SBL1	SBL2
Capacity (veh/h)	(4)	(289)	(93)			(211)			(2)	(157)
HCM Lane V/C Ratio	5.263	0.299	0.566			0.614			10.526	0.302
HCM Control Delay (s)	\$ 3611.1	22.7	65.3			45.9			\$ 7570.7	37.5
HCM Lane LOS	F	C	F			E			F	E
HCM 85th %ile Q(veh)	4.1	1.2	2.6			3.5			4.2	1.2

Notes: * Volume exceeds capacity \$ Delay exceeds 300s + Computation Not Defined * All major volume in platoon

4219.07 Durham Drive Wawa - Existing P.M. 01/20/2017
LC

Synchro 9 Report
Page 1

Appendix D
2010 P.M. Peak-hour
Signalized Intersection Report

Lanes, Volumes, Timings
6: Palm Bay Road & Durham Drive

01/24/2017

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↑↑↑	↔	↔	↑↑↑	↔	↔	↑	↔	↔	↔	↔
Traffic Volume (vph)	50	1388	67	123	2055	62	20	3	79	20	8	37
Future Volume (vph)	50	1388	67	123	2055	62	20	3	79	20	8	37
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1800	1900	1900	1900	1900	1900
Storage Length (ft)	325		200	445		300	0		70	120		70
Storage Lanes	1		1	1		1			1	1		1
Taper Length (ft)	45			45			25			0		
Lane Util. Factor	1.00	0.91	1.00	1.00	0.86	0.86	1.00	1.00	1.00	1.00	1.00	1.00
Friction			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		0.950
Satd. Flow (prot)	1736	5036	1524	1736	4805	1286	1570	1429	1524	1504	1661	1392
Flt Permitted	0.950			0.950								
Satd. Flow (perm)	1736	5036	1524	1736	4805	1286	1652	1429	1524	1583	1661	1392
Right Turn on Red			Yes			Yes			Yes		Yes	Yes
Satd. Flow (RTOR)			154		1	153			220			216
Link Speed (mph)		45			45			35				35
Link Distance (ft)		1358			2331			607				597
Travel Time (s)		20.6			35.3			11.8				11.6
Peak Hour Factor	0.95	0.95	0.85	0.95	0.95	0.95	0.95	0.95	0.85	0.95	0.95	0.95
Heavy Vehicles (%)	4%	3%	6%	4%	2%	8%	15%	33%	6%	20%	13%	16%
Adj. Flow (vph)	53	1461	71	129	2163	65	21	3	83	21	8	39
Shared Lane Traffic (%)					10%							
Lane Group Flow (vph)	53	1461	71	129	2170	56	21	3	83	21	8	39
Turn Type	Prot	NA	Perm	Prot	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6			2	4		4	8		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0	15.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	11.8	21.8	21.8	11.9	21.8	21.8	11.3	11.9	11.9	11.3	11.7	11.7
Total Split (s)	26.8	71.8	71.8	25.0	70.0	70.0	11.5	11.9	11.9	11.3	11.7	11.7
Total Split (%)	22.3%	59.8%	59.8%	20.6%	58.3%	58.3%	9.6%	9.9%	9.9%	9.4%	9.8%	9.8%
Maximum Green (s)	20.0	65.0	65.0	18.1	63.2	63.2	5.2	5.0	5.0	5.0	5.0	5.0
Yellow Time (s)	4.8	4.8	4.8	4.8	4.8	4.8	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.1	2.0	2.0	2.3	2.9	2.9	2.3	2.7	2.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.8	6.8	6.8	6.9	6.8	6.8	6.3	6.9	6.9	6.3	6.7	6.7
Lead/Lag	Lag	Lag	Lag	Lead	Lead	Lead	Lead	Lead	Lead	Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None	None	None
Act/Effct Green (s)	17.1	78.2	78.2	13.9	78.9	78.9	5.7	5.2	5.2	7.7	5.4	5.4
Actuated g/C Ratio	0.14	0.65	0.65	0.12	0.66	0.66	0.05	0.04	0.04	0.06	0.04	0.04
v/c Ratio	0.21	0.45	0.07	0.65	0.69	0.06	0.27	0.05	0.30	0.21	0.11	0.15
Control Delay	30.8	1.7	0.2	77.2	6.1	0.1	63.9	57.0	2.8	58.2	58.4	1.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.8	1.7	0.2	77.2	6.1	0.1	63.9	57.0	2.8	58.2	58.4	1.1
LOS	C	A	A	E	A	A	E	E	A	E	E	A
Approach Delay		2.6			9.8			16.3				25.5

4219.07 Durham Drive Wewa - Existing P.M. with Improvements 01/20/2017
LC

Synchro 9 Report
Page 3

Lanes, Volumes, Timings
6: Palm Bay Road & Durham Drive

01/24/2017

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach LOS	A			A			B			C		
Queue Length 50th (ft)	41	21	0	101	79	0	16	2	0	14	6	0
Queue Length 95th (ft)	m58	m98	m1	m107	99	m0	44	13	0	44	23	0
Internal Link Dist (ft)	1278			2251			527			517		
Turn Bay Length (ft)	325		200	445		300						
Base Capacity (vph)	(289)	(3280)	(1046)	(261)	(3158)	(897)	(78)	(62)	(70)	120	(89)	(76)
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.18	0.45	0.07	0.49	0.69	0.06	0.27	0.05	0.30	0.21	0.11	0.15

=9790

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 120
 Offset 1 (1%), Referenced to phase 2: WBT and 6: EBT, Start of Green
 Natural Cycle: 80
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.69
 Intersection Signal Delay: 7.5
 Intersection Capacity Utilization: 69.2%
 Analysis Period (min): 15
 Intersection LOS: A
 ICU Level of Service: C

Splits and Phases: 6: Palm Bay Road & Durham Drive



EXHIBIT "D"

**ENGINEER'S OPINION OF COSTS FOR NON-SITE RELATED
IMPROVEMENTS**

**SEE EXHIBIT "C", TABLE 3
ELIGIBLE COSTS FOR IMPACT FEE CREDITS AVENTINE APARTMENTS
AND DURHAM DRIVE WAWA (LASSITER TRANSPORTATION GROUP
MEMO)**

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the foregoing is a true copy of
the original filed in this office and may contain redactions
as required by law.

SCOTT ELLIS, Clerk of the Circuit Court

Date 10/20/17 By SM

