Prepared by and return to:
Clifford B. Shepard
2300 Maitland Center Parkway, Ste. 100
Maitland, Florida 32751

DEVELOPMENT AGREEMENT
(Maitland City Centre)

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into this 18th day of November, 2014, by and between the **CITY OF MAITLAND, FLORIDA**, a Florida municipal corporation ("**City**"), whose address is 1776 Independence Lane, Maitland, FL 32751, the **CITY OF MAITLAND, FLORIDA COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Part II of Chapter 163, Florida Statutes ("**CRA**"), and, **MAITLAND CITY CENTER, LLC**, a Florida limited liability company ("**Developer**"), whose address is 968 Lake Baldwin Lane, Orlando FL 32814.

RECITALS:

WHEREAS, New Traditions Bank, a Florida banking association ("**New Traditions**") has fee simple title to certain lands located at the Southwest corner of the City's primary commercial corridor, US 17-92, and Horatio Avenue, in Orange County, Florida, and within the corporate limits of the City of Maitland, Florida, said lands being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**"); and

WHEREAS, Developer warrants it or its affiliates have contracted to purchase the Property from New Traditions upon completion of site plan approval and issuance of various other development approvals, permits and agreements with respect to the Property, including, without limitation this Agreement; and

WHEREAS, the Maitland City Council, Maitland Planning & Zoning Commission, and the Maitland CRA Board have expressed their desire to review each development project's impacts on the entire CRA; and

WHEREAS, the Property is located within the City limits and within the CRA; and

WHEREAS, through the adoption of the Downtown Maitland Master Plan ("**Master Plan**"), the Downtown Maitland Revitalization Plan ("**DMRP**"), and the Ordinance creating the Downtown Maitland Zoning District **("DMZD")** and Downtown Maitland Special District **("DMSD")** including regulations and design standards, City committed to more aggressively seeking improvements which enhance the economic vitality and vibrancy of the City and the CRA and to implement pedestrian-oriented commercial environments complementary to the cultural corridor of the community; and

WHEREAS, the City and CRA desire the Property to be redeveloped as a key area of the City's Downtown Maitland corridor consistent with the City's Comprehensive Development Plan ("**CDP**"), DMZD, DMRP, DMSD, and Master Plan; and

WHEREAS, Developer desires to redevelop the Property and to receive assurances from City and CRA related to Developer's proposed redevelopment, as set forth herein; and

WHEREAS, City, CRA, and Developer have recognized the benefits of cooperation to redevelop this key area of City; and

WHEREAS, Developer intends to construct a mixed-use development of residential, retail, live/work units, to be known as "Maitland City Centre" (defined below as the "Project") consisting generally of those components described in the Conceptual Site Plans attached hereto as **Exhibit "B"** and made a part hereof, as same may hereafter be modified in accordance with this Agreement; and

WHEREAS, Developer agrees to develop the Project upon the Property in accordance with and subject to the terms of this Agreement for the uses substantially as depicted in the Conceptual Site Plans to include those uses more particularly described on **Exhibit "C"** attached hereto (the **"Project Uses"**), all of which shall constitute the "Development Improvements" as defined and described below; and

WHEREAS, City, CRA, and Developer have recognized the mutual benefits of cooperation to redevelop this Property in the downtown area, including the economic revitalization of an otherwise stagnant area and the fulfillment of the City's desire to make the City an attractive place to conduct business, live, shop and play; and

WHEREAS, City and CRA desire to encourage private sector redevelopment of the Property and are willing to enter into this Development Agreement to provide for, implement and encourage a quality mixed use development accordingly; and

WHEREAS, City and CRA desire the Property be redeveloped into a mixed use residential and retail/restaurant project with an architectural theme that is consistent and/or complimentary to the new City Hall architecture ("**Mixed Use Product**"); and

WHEREAS, the City, CRA and Developer desire Independence Lane to be transformed into a "festival street" which can be periodically closed to vehicular traffic for special events, civic activities, and pedestrian activities, to include without limitation lighting elements, electrical outlets, planters, brick pavers without lane dividers, elimination of curbing, and raising the pavement to provide access to pedestrians; and

WHEREAS, in order to accommodate additional parking needs anticipated to be generated by the restaurant and retail uses in the Project and to promote the harmonious development of the Project and the surrounding area, the City desires to make parking facilities located in the vicinity of the Project that are owned, utilized by or licensed or allocated to the City available for the non-exclusive use of employees, customers and invitees of the businesses operated in the Project on weekends, holidays and after working hours on weekdays, all as more particularly set forth in Paragraph 10 hereinbelow; and

WHEREAS, to obtain the benefits accruing to City and CRA from the redevelopment of the Property and to meet their other objectives as detailed herein, City and CRA are willing, pursuant to the CDP, Master Plan, DMZD, Downtown Maitland Special District (DMSD),

DMRP, and other applicable laws and ordinances, to provide certain incentives to Developer which are set forth in this Agreement; and

WHEREAS, the Project is projected to generate significant local construction related earnings, provide a substantial capital realization benefit to the City and fulfill objectives of the CDP, Master Plan, DMSD, DMZD, and DMRP, including the improvement of infrastructure and increased commercial and residential activity in the blighted downtown Maitland area; and

WHEREAS, the City and CRA further desire to set forth the process for granting all necessary governmental licenses, permits and approvals which are required for the Project; and

WHEREAS, §163.3167, *Florida Statutes*, provides that each local government is encouraged to articulate its vision for the future physical appearance and qualities of its community in its Comprehensive Plan; and

WHEREAS, City and CRA are authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property; and

WHEREAS, the Florida Legislature has recognized that high-density development is integral to the success of many urban infill and redevelopment projects and that high-density urban infill and redevelopment is to be encouraged; and

WHEREAS, providing the Developer with the option of obtaining water and sewer impact fee credits if the Developer constructs off-site water and sewer lines to serve the Project serves a valid public purpose; and

WHEREAS, in consideration for the Developer's redeveloping a key and critical parcel within the CRA which has been in a blighted state for a significant period of time and that the City's codes require pedestrian walkways and streetscaping along all four sides of the Property to serve pedestrians walking to and from the Project and to serve the general pedestrian traffic, the CRA and City find that, under Sec. 12-57 and Sec. 12-62 of the Code, the Developer shall be credited for its non-transferable transportation impact fees for the construction of the streetscaping in the City's right of way along the streets adjacent to and north, south, east, and west of the Property consistent with the design standards established by the City compatible with the "festival street" to be constructed on Independence Lane as provided in this Agreement (the "**Streetscape Improvements**"); and

WHEREAS, on August 6, 2014, the City gave proper notice of a public hearing before the Maitland Planning & Zoning Commission ("**P&Z**") to consider this Agreement; and

WHEREAS, P&Z held said public hearing on August 21, 2014, and heard all persons desiring to speak for and against this Agreement; and

WHEREAS, P&Z held a recommendation meeting on this Agreement on October 16, 2014; and

WHEREAS, P&Z provided for the Maitland City Council and CRA its recommendations in a report dated October 16, 2014; and

WHEREAS, Development Review Committee Recommendation ("DRC") Report dated October 2, 2014 is approved, and the P&Z, Maitland City Council, and CRA hereby find that the criteria for bonuses, waivers, incentives, and conditional uses have been met by the Developer based on the validation provided in the DRC Report and as described in **Exhibit "F"**; and

WHEREAS, P&Z, Maitland City Council, and CRA find that the 25% density and intensity bonuses are specific to the Project due to the Project's uniqueness as described in detail in **Exhibit "F"** and its location and that the additional density and intensity bonuses are therefore not precedent setting; and

WHEREAS, the Maitland City Council and CRA have considered the recommendation of P&Z; and

WHEREAS, the Maitland City Council (the "**City Council**") and CRA duly scheduled, advertised and held a joint public hearing on October 23, 2014, to consider this Agreement, and heard all persons desiring to speak for or against this Agreement; and

WHEREAS, the City Council and CRA duly considered the remarks and comments offered regarding the Agreement made at said public hearings; and

WHEREAS, the City Council and CRA finds Developer has made the requisite showing under the CDP, the DMSD, DMZD, DMRP, and Master Plan for the approval of the Project and to receive the incentives, bonuses, waivers, permitted conditional use(s), and approvals set forth herein; and

WHEREAS, the City Council and CRA, finding it to be in the best interest of the City and the health, safety and welfare of the citizens of Maitland, have offered to facilitate a portion of this redevelopment and revitalization project on the terms and conditions set forth herein, with the expectation that their involvement will encourage and accelerate the timing of the redevelopment, thus generating additional TIF revenues in the redevelopment area, and will result in enhanced economic benefit to downtown with respect to the stability and potential for future development of properties in the downtown core; and

WHEREAS, all Parties desire to enter into this Agreement to provide the citizens of City a quality development in the form of the Project; and

WHEREAS, Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by Developer is done freely and voluntarily.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals**. Each and all of the foregoing recitals are declared to be true and correct and are incorporated herein by this reference. City, CRA and Developer shall hereinafter collectively be referred to as the "**Parties**."

2. **Mixed Use Project**. In accordance with the terms and conditions of this Agreement, the Developer represents and warrants to the City and CRA that it will expeditiously redevelop the Project on the Property, at Developer's expense (except as set forth hereinbelow), as a mixed-use development to include the Project Uses, all of which shall constitute the "Development Improvements" consistent and compatible with the aesthetic architectural and urban theme of the existing City Hall on Independence Lane (the "**Development Improvements**"). The residential components of such Project shall be developed as apartment units with rental restrictions included in all leases limiting lessees to no more than two persons per bedroom, but which units may be converted into condominiums in the future at the election of Developer. Subject to approval of this Agreement, and issuance of engineering and site plan approval for the Project and the Property by the City, the Developer represents and warrants that the Project will be developed reasonably consistent with the conceptual site development plans attached hereto and incorporated herein as **Exhibit "B"** (the "**Conceptual Site Plans**"). City acknowledges that the Conceptual Site Plans include a certain area designated for a maximum of 30 live/work commercial units with an ancillary business center. Other uses and limitations on uses are set forth in **Exhibit "C"** (the "Project Uses") and described in this paragraph 2.

(a) The Project uses include approximately 11,400 sq. ft. of "Flex Space" which can be developed on the southeast corner of the Project facing Highway 17-92 as retail, restaurant, or office, with the option of converting up to 5,000 sq. ft. of such flex space to live/work space at Developer's discretion; provided however, that any conversion to live/work space shall have the commercial segment of each unit facing Highway 17-92 and the living segment facing the internal portion of the Project.

(b) No bank or financial institution shall be allowed to include a drive-through on the site, and no bank or financial institution shall face or be adjacent to Independence Lane on the ground floor.

(c) All restaurants with a drive-through must also maintain in-store dining.

(d) No residential dwelling units or live/work unit shall be allowed on Independence Lane on the ground floor.

(e) The lower levels of the on-site parking garage shall be kept open for commercial parking.

(f) Not less than 1200 sq. ft. will be fenced, designated and maintained as a dog park on the roof deck of the parking garage with adequate waste containers provided. A dog washing area may be included. All residential tenant leases and live/work leases shall include a prohibition against the use of City property on the opposite side of Independence Lane from the Project for dog walking, the violation of which will result in termination of the lease.

(g) The Development Improvements shall have a maximum height of approximately eighty five feet (85') (exclusive of stairwells and elevator shafts) measured from average grade to the eave of the building (excluding up to an additional fifteen feet (15') from the eave of the roof ridge line for proposed roof elements and focal points not intended for human occupation). The implementation of such heights must be consistent with the step backs and designs as set

forth in the Conceptual Site Plan attached hereto as **Exhibit "B."** Consistency shall be determined by the City in its reasonable discretion.

(h) Live/work units will be constructed with a one-half (1/2) bath in the office portion of the unit. In connection with initial construction of the live/work units, Developer may stub water and sewer lines required to convert such one-half (1/2) bath to a full bath by installation of a shower, but such shower space shall be constructed initially as a closet. Developer agrees to market the live/work units as live/work units and use good faith efforts to lease them as live/work units.

(i) Should Developer fail to fully lease the live/work units for such use after good faith marketing efforts for a period of one (1) year from completion of same, or if any live/work unit subsequently remains vacant and cannot be leased for such use for a period of one (1) year after ongoing good faith marketing efforts, Developer shall have the option to convert the live/work commercial units to residential units, so long as the Developer is able to satisfy the requirements of this Agreement, Code Section 21-6(II)(b) and (c), and the definition of "development site" under Section 21-23.

(j) The Development Improvements will include two 1500 gallon cisterns to catch and store rainwater to be used for on-site irrigation with appropriate mechanisms to prevent overflow in times of excess rainfall.

3. **City Findings**. City finds that the Developer has made the requisite showing under the CDP, the DMZD, DMRP and the Master Plan for the approval of the Project. Specifically, City finds that (i) the Project participates in shared open space and stormwater treatment for the Packwood District; (ii) the Project is consistent with the Architectural Design Standards established for the Packwood District in the DMZD, DMSD, DMRP and the Master Plan.

4. **Objectives of Agreement**. The Parties' objectives, each of which is deemed material to the Parties' decision to enter into this Agreement, include but are not limited to the following:

(a) City/CRA Objectives –

(i) To obtain from Developer all information that is necessary to proceed with City's redevelopment and site plan review process for the Development Improvements for the Project; and

(ii) To confirm projected time frames for the development application review, attached hereto and incorporated herein as **Exhibit "D"**; and

(iii) To insure that the design and construction of the Development Improvements are consistent with the terms of this Agreement and adhere to the exterior and interior finishes and details outlined in **Exhibit "H"**; and

(iv) To insure that the residential component of Developer's project is of high quality and contains high-end finishes and details of equal or greater quality to those set forth in attached **Exhibit "H"**; and

(v) To insure timely completion of the private elements of the Project by way of faithful performance guarantees produced by the Developer or its assigns; and

(vi) To ensure the design and construction of the Development Improvements for the Project are consistent with the design standards adopted in the DMZD, DMSD, DMRP, the Master Plan, site plan review requirements and City and other applicable regulations and specifications; and

(vii) To ensure timely completion of City's construction obligations such that all performance and payment schedules are met in substantial accordance with the terms set forth herein and such improvements are completed concurrently with the completion of the Development Improvements; and

(viii) To reduce driveway cuts from the Property that currently exit onto Packwood, US 17-92 and Independence Lane, allowing for a more pedestrian-friendly environment consistent with the requirements of the Master Plan, DMSD and DMRP; and

(ix) To construct and transform Independence Lane as a "festival street" which can be periodically closed to vehicular traffic for special events, civic activities, and pedestrian activities, to include without limitation lighting elements, electrical outlets, planters, brick pavers without lane dividers, elimination of curbing, and raising the pavement to provide access to pedestrians; and

(x) To provide Developer with transportation impact fee credits for constructing the Streetscape Improvements along the streets adjacent to and north, south, east and west of the Property.

(b) Developer's Objectives –

(i) To obtain from City timely reviews and approvals; and

(ii) To insure that the incentives required to support the redevelopment of the Project on the Property will be available concurrent with its redevelopment; and

(iii) To have access to the City's off-site Master Stormwater System, to contract with City to reconstruct Independence Lane as a "festival street" as further described herein and to obtain from City construction of the required lift station diversion project and water and sewer lines before or concurrent with the Project so as not to delay its completion. Developer acknowledges that its access to the City's off-site Master Stormwater System is contingent upon City being able to obtain the necessary rights-of-way and easements required to access same for no or

nominal funding on or before the dates set forth herein. Developer further acknowledges that City shall have no obligation to commence construction of any improvements before Developer has obtained title to the Property, received a building permit for the Development Improvements and provided satisfactory proof to City of acceptable financing for the Project in accordance with paragraph 20(c)(ii) below (together the "**City Construction Contingencies**"); and

(iv) To obtain approval of the Conceptual Site Plans; and

(v) To have the City provide the option of obtaining non-transferable water and sewer impact fee credits if the Developer makes certain off-site improvements consistent with this Agreement; and

(vi) To obtain bonuses, incentives, waivers, permitted conditional use(s) and off-site parking allocated for consideration by the City through the DMZD and DMSD; and

(vii) To construct the Streetscape Improvements in the City's rights of way adjacent to and north, south, east, and west of the Property consistent with the City's design standards and compatible with the "festival street" to be constructed within Independence Lane and to receive non-transferable credits against its transportation impact fees for the Streetscape Improvement; and

(viii) To have non-exclusive access to City parking facilities in the vicinity of the Project for parking for employees, customers and invitees of the businesses operated on the Project during weekends, holidays and after hours on weekdays. Developer acknowledges and agrees the City may regulate legal parking hours, install meters or other paid parking systems and otherwise control use of all of its parking spaces in any manner it deems appropriate in its sole discretion.

Developer shall only be required to use commercially reasonable efforts to acquire the Property and to subsequently apply for required governmental licenses, approvals and permits for the Project and related improvements. The Parties intend that their respective objectives will be accomplished as set forth herein.

5. **Development Review for Subject Property**. Developer shall provide all information on the Property necessary for the development reviews in the time frames outlined in **Exhibit "D"**. City shall timely process the Developer's site plan and any other applications, license, and permits so long as Developer has sufficiently complied with the application procedures for each process as set forth in the Code and adopted procedures. **Exhibit "D"** may be modified by the written consent of both Developer and the City Manager or designee as reasonably necessary.

6. **Development of Subject Property**.

(a) **Developer Obligations as to the Project**. Except as otherwise set forth herein as the responsibility of the City, Developer shall design, permit and construct, at its own cost and expense, all Development Improvements related to the Project.

(i) The Development Improvements shall be constructed in accordance with the construction plans approved by City through its standard site plan review process, and shall also be consistent with the design standards adopted in the DMZD, DMSD, DMRP and other applicable City ordinances and regulations. Additionally, Developer shall adhere to the to the exterior and interior finishes and details that are outlined in **Exhibit "H,"** provided however that Developer shall have the option to use an equivalent or higher grade finish or detail if same is approved by the City.

(ii) Developer's entitlements hereunder shall be applicable to the entire Property as a whole and may not be subdivided, split, severed, segmented or allocated to any portion of the Property at any time. This restriction shall survive the expiration of this Agreement.

(iii) Developer shall construct the Streetscape Improvements within the City rights-of-way along the streets adjacent to and north, south, east, and west of the Property.

(iv) On or about June 1, 2015, or as soon thereafter as reasonably possible the City shall deliver to Developer completed design specifications and construction drawings for the construction of Independence Lane as a "festival street" (the "**Festival Street Plans**"). Developer may consult with City concerning said design specifications but City shall maintain final decision-making authority on all design and construction issues regarding the "festival street." On or about August 1, 2015, or as soon thereafter as reasonably possible, Developer shall secure bids for construction of Independence Lane in accordance with the Festival Street Plans. City, in its sole and absolute discretion, may accept Developer's bids or proceed on its own, in coordination with Developer's construction of the water and sewer lines as set forth herein, to reconstruct Independence Lane as a "festival street" on or before Developer receives a Certificate of Occupancy for the Project. Developer shall pay all its Parks & Recreation impact fees at the time of issuance of the building permit for the Development Improvements. Developer further acknowledges that City shall have no obligation to commence reconstruction of Independence Lane as a "festival street" before Developer's satisfaction of the City Construction Contingencies.

(v) On or before March 1, 2015 City will attempt to provide Developer proof of access to City's off-site Master Stormwater System by using

reasonable efforts to obtain a letter of intent from the necessary property owners providing for the acquisition of all such easements and rights-of-way for no or nominal consideration as more particularly set forth in Paragraph 6(b)(iv) below. Should City be unable to obtain a letter of intent from the necessary property owners by said date, Developer may select among the following options: (i) Developer may terminate this Agreement by written notice to City in which case neither City nor Developer shall have any further liability to one another under same; (ii) Developer may proceed with development of the Project on the Property using the existing stormwater outfall methods and systems for same, including sheet flow onto adjoining properties and rights of way, subject, however, to complying with all applicable permit requirements, if any; or (iii) proceed with development of the Project on the Property using such existing stormwater outfall methods and systems together with, to the extent required by the St. Johns River Water Management District, exfiltration of some or all of such stormwater outfall prior to discharge onto adjoining properties or rights of way. If Developer fails to provide written notice terminating this Agreement pursuant to option (i) by March 15, 2015, Developer shall be deemed to have elected to pursue either option (ii) or option (iii) above. In the event the City obtains letters of intent as anticipated above but has not acquired such easements and rights-of-way by the time Developer commences construction of the Development Improvements, Developer shall have the option to proceed with construction as set forth in option (ii) or option (iii) above.

(vi) On or about June 1, 2015, or as soon thereafter as reasonably possible, the City shall deliver to Developer completed design specifications and construction drawings for the construction of the water and sewer lines under Independence Lane (together the "**Water and Sewer Plans**"). On or about August 1, 2015, or as soon thereafter as reasonably possible, Developer shall secure bids for construction of the water and sewer lines within Independence Lane in accordance with same and will provide written notice to the City advising whether Developer will construct such water and sewer lines within Independence Lane in accordance with the Water and Sewer Plans (the "**Developer's Water and Sewer Construction Notice**"). Failure of Developer to provide such notice shall constitute Developer's election to not construct such water and sewer lines. If Developer notifies the City that Developer intends to construct the water and sewer lines under Independence Lane, the City and Developer will enter into an escrow agreement with respect to same as provided in Paragraph 6(b)(iii) below. If Developer does not intend to construct the water and sewer lines, the Developer shall be required to pay its water and sewer impact fees upon obtaining a building permit for the Development Improvements for the Project.

(vii) At the time of issuance of any building permits for the Project, Developer shall pay all fire impact fees and Orange County School impact fees in amounts which are in effect at the time of building permit issuance.

(viii) The Developer has the option of receiving non-transferable transportation and water and sewer impact fee credits for off-site improvements made as set forth in **Exhibit "E"** in amounts which are in effect at the time Developer constructs such improvements and declares to the City under sub-paragraphs (iv) and (v) above that it intends to exercise its option to construct the off-site improvements and receive credit for the same.

(ix) Developer shall construct the off-site improvements for which it receives credit in accordance with the City's codes, standards, and specifications.

(b) **City Obligations as to the Project**. In consideration of the Developer undertaking the Project, and provided the Developer is not in default of this Agreement, the City shall undertake the actions set forth in this Section. Unless otherwise provided below, the City shall undertake the following actions:

(i) The City acknowledges that the Developer is entitled to impact fee credits for existing grandfathered improvements as set forth in **Exhibit "E**."

(ii) The City shall give impact fee credits for the Streetscape Improvements constructed or installed by Developer on the City's right of way adjacent to and north, south, east, and west of the Property, all as set forth pursuant to the terms set forth in **Exhibit "E.**"

(iii) Should the Developer opt to construct the water and sewer lines under Independence Lane, upon timely notification to the City as set forth above, the City shall contribute its share of the costs to construct such water and sewer lines in excess of the amount of Developer's non-transferable water and wastewater impact fee credit with the estimated amounts of the Developer's and City's shares of such cost to be deposited into escrow pursuant to an escrow agreement to be mutually agreed to and entered into by the City and Developer on or before September 1, 2015, or within sixty (60) days of the Developer's Water and Sewer Construction Notice electing to construct same, whichever is later.

(iv) On or about August 1, 2016, or twelve (12) months from the date of satisfaction of the City Construction Contingencies (whichever occurs later), the City shall complete the lift station diversion project, extend water and sewer lines (if not extended by Developer) and other facilities necessary to ensure that there is sufficient capacity to serve the Project

and the Development Improvements as approved in City's formal site plan review process.

(v) Developer understands and agrees that City's ability to make City's off-site Master Stormwater System available for the Project is contingent upon City's acquisition of the necessary easements and rights-of-way. City shall use reasonable efforts to acquire such easements and rights-of-way from private property owners for no or nominal cash consideration. In the event City fails to (i) acquire proof of access to City's off-site Master Stormwater System by obtaining a letter of intent from the necessary property owners providing for the acquisition of all such easements and rights-of-way on or before March 1, 2015, or (ii) acquire such easements and rights-of-way by the time Developer commences construction of the Development Improvements, the Developer shall have the options as set forth in Paragraph 6(a)(v) above. Should City succeed in acquiring the necessary easements and rights-of-way, City shall extend to the property line of the Property such stormwater conveyance lines and facilities and shall provide or create sufficient capacity in the City's Master Stormwater System defined herein as are required to accept and treat all stormwater outfall from the Project and the Property, with such facilities to be installed no later than the date provided in Paragraph 12(a) herein.

(vi) As permitted and justified under the DMZD and DMRP, the City approves the development bonuses and waivers to Developer, as set forth in **Exhibit "F."**

(vii) City and Developer shall grant to each other such access which each party has authority to grant to the other as are necessary in order to facilitate the use of fire hydrants, fire lines, standpipes and other utilities, including, without limitation, the drainage of surface water and stormwater from the Project and the Property into the Master Stormwater System, and the construction and maintenance of improvements associated therewith.

(viii) On or about June 1, 2015, or as soon thereafter as reasonably possible the City shall deliver to Developer completed design specifications and construction drawings for the construction of Independence Lane as a "festival street" (the "**Festival Street Plans**"). On or about August 1, 2015, or as soon thereafter as reasonably possible, Developer shall secure bids for construction of Independence Lane in accordance with the Festival Street Plans. City, in its sole and absolute discretion, may accept Developer's bids or proceed on its own to reconstruct Independence Lane as a "festival street," in coordination with Developer's construction of the water and sewer lines as set forth herein, on or before Developer receives a Certificate of Occupancy for the Project. Developer acknowledges that City shall have no obligation

to commence construction of these improvements before Developer has satisfied the City Construction Contingencies.

7. **Flexibility in design standards application.** The need for design flexibility is specifically anticipated within the Downtown Maitland Special District as described in Code Section 23-2.2.

(a) The City has reviewed the Developer's design waiver requests and made the following findings:

(i) The Project is consistent with the CDP, the purpose of the Code and DMZD, DMRP, and Master Plan.

(ii) The proposed waivers will not have a material negative impact on adjacent uses, or the Developer, by Developer's performance under this Agreement, will mitigate the negative impact to be created by the waivers.

(iii) Compliance by Developer with all aspects of the Code requirements is technically impractical, physically impossible or undesirable based on Project's specific site conditions, or approval of the waivers will result in superior design and achievement of the objectives of the CDP, DMRP, DMSD, DMZD, Code and Master Plan.

(iv) The requests would not have a material negative effect on the public health, safety, and welfare of the City and its residents.

(b) Based on the City's findings listed in (i)-(iv) above, the City has approved the design waivers pursuant to Sec. 21-6(II)(f)(1) of the Code, all as set forth in **Exhibit "F."**

8. **Bonuses**.

(a) The need for a Bonus Program is specifically anticipated within the Downtown Maitland Special District (DMSD). The City recognizes in Sec. 23-2.7.2 that all potential development bonuses are subject to approval by the City. Types of development bonuses allowed for consideration by City Code include, as applicable to this Project: (1) Building height bonus; (2) Density and intensity bonuses; and (3) Drive-through facilities.

(b) The City has reviewed the Developer's requests for bonuses and has made the following findings pursuant to Sec. 23-2.7.2:

(i) The improvement proposed by the Developer provides a significant public benefit in light of the bonus requested; and

(ii) The proposed design, intensity, and any mix of uses relating to the requested bonus will result in a superior product on the Property that is compatible with the surrounding neighborhood.

9. **Conditional Uses.** Sec. 21-19b requires that multi-family residential, ground floor residential in mixed use buildings with drive-thrus can only be approved as conditional uses in the DMZD. The Developer is granted conditional uses on the Project for multi-family residential, ground floor residential in a mixed use building with drive-through facilities, for the reasons set forth in **EXHIBIT "F."**

10. **Parking**. An alternative parking study was submitted pursuant to Sec. 21-22(1)(f) to evaluate required parking to serve the Project, using professionally accepted methods for review and approval by the City. The Parking Study attached as **Exhibit "G"** demonstrates that the Project will have approximately 505 parking spaces on-site and that during peak hours as described in **Exhibit "G,"** no parking deficit is anticipated at the present time. Notwithstanding the foregoing, the City shall make the City's allocated or designated parking spaces in any and all parking lots or facilities located in the vicinity of the Project available for the non-exclusive use of Developer, the Project and all employees, customers and invitees for the businesses operated in the Project on weekends, holidays and after hours on weekdays (6 p.m. to 6 a.m.) except that the City shall not be required to make available (i) any such spaces reserved for exclusive use of City employees or departments requiring round the clock access to the City's facilities or (ii) such spaces as reasonably required for the City's monthly municipal council meetings or special events on the "festival street" or at the City Hall occurring during the times such weekend, holiday and weekday after hours parking would otherwise be available to the Project. In return for Developer's and the Project's non-exclusive use of City's allocated or designated parking spaces as set forth above, Developer and/or its successors and assigns shall hold City harmless and indemnify City from all claims for indemnity or contribution and for all liability claims brought by all tenants of and/or guests and business invitees to the Project arising out of the use of said parking spaces. To effectuate the intentions of this indemnity provision, Developer, its successors and assigns shall maintain a liability policy acceptable to the City in an amount not less than $5 million per occurrence, and naming the City as an additional insured. Proof of insurance in the form of an insurance certificate shall be provided to the City annually at the address and pursuant to the notice provisions provided in this Agreement. The first such notice shall be provided by Developer as a condition precedent to issuance of a Certificate of Occupancy for the Project. Under no circumstances will the Developer, tenants, employees, or invitees or anyone doing business in the Project be allowed to park, or allow others to park, delivery trucks at any time on the City's allocated or designated parking spaces. The foregoing non-exclusive allocation of such City parking spaces shall cover all parking spaces within City owned lots across the street from the Project and all parking spaces in parking lots, garages or other parking facilities owned by third parties across the street from the Project which are allocated, designated or set aside for use by City employees, invitees or visitors.

11. **Streetscape; Sewer and Water Improvements.**

(a) **Streetscape**. Developer shall design, permit, and construct the Streetscape Improvements within the City's right of way adjacent to the Property along US 17-92, Horatio Avenue, Independence Lane, and Packwood Avenue, consistent with the Conceptual Site Plans, inclusive of waivers and Developer's requests for flexibility, consistent with the City's design standards and compatible with the "festival street" along Independence Lane and the design standards in the DMRP, DMSD and DMZD.

(b) **Sewer and Water Improvements.** The City will complete the lift station diversion project and extend water and sewer lines to a public right-of-way adjacent to the Property at a size and with capacity sufficient to service the Project (the "**Sewer and Water Improvements**") with same to be permitted and operational and capacity allocated and available by the date for completion of same provided in Paragraph 6(b)(iv) hereinabove. In the event Developer timely delivers the Developer's Water and Sewer Construction Notice as provided above indicating that Developer will install the water and sewer lines necessary to service the Property and the Project, the City shall proceed to construct the lift station diversion project as provided herein and the balance of the Sewer and Water Improvements. The Sewer and Water Improvements shall be designed and permitted in accordance with the City's Code, regulations, applicable plans and permits, policies and requirements. City shall be responsible for the maintenance of the Sewer and Water Improvements and all sewer, water and reclaimed water lines in public right-of-way and providing reserved and allocated capacities for water, sewer and reclaimed water (if applicable) necessary for the Project. Developer shall be responsible for connecting the Property to the City's Sewer and Water Improvements to ensure the Property is connected to potable water, reclaimed water, and wastewater facilities necessary for the Project. Developer, at its expense, shall design, permit and construct sewer and water utility lines and meters internal to and in support of the Project and connecting such to the City's Sewer and Water Improvements before the issuance of any certificates of occupancy for any dwelling units for the Project. All of the City's Code, requirements and specifications concerning utility connections and all of the City's Code requirements concerning wastewater collection apply to the Property and development thereof.

12. **Incentives Program – Off-Site Infrastructure (Sec. 23-2.7.1(b))**

(a) **Stormwater Access and Improvements.**

(i) Contingent upon City's obtaining the necessary easements and rights-of-way as set forth in paragraph 6(a)(v) above, the City shall install a stormwater system accepting stormwater outfall from the Property and Project, including stormwater lines conveying such stormwater outfall from the Property into the City's stormwater retention pond or ponds ("**Master Stormwater System**"), which shall be designed, constructed, installed and owned by the City and paid for by the City. Furthermore, such stormwater lines and systems shall be completed on or about August 1, 2016, or twelve (12) months after satisfaction of the City Construction Contingencies, whichever occurs later, so as to provide the master stormwater distribution system necessary for connection of the Project stormwater system to the City's master system and acceptance of outfall from the Project stormwater system into the City's master system. The Master Stormwater System shall be designed and constructed by the City and at the City's discretion. Developer further acknowledges that City shall have no obligation to commence construction of these improvements before Developer has satisfied the City Construction Contingencies.

(ii) City shall accept stormwater outfall from the the Project and the Property into the City's Master Stormwater System, sufficient to allow for the Developer to redevelop the Project on the Property consistent with the Conceptual Site Plans without any on site retention or detention of same. The Master Stormwater System's water may be used for stormwater flow control and water reuse irrigation within the Project provided that the Master Stormwater System's minimum water level required for water quality treatment is maintained per City standards. The Project shall discharge rates and volumes of stormwater runoff from the Property at such amounts as are required by Project and the City acknowledges that the Master Stormwater System shall be designed, constructed and operated to handle the same.

(iii) The City shall grant to the Property a drainage easement over City's property in such area as is agreed upon by the Parties to accommodate all permitted drainage from the Property into the City's Master Stormwater System. The Developer shall be responsible, at its cost, to design, permit, and construct all secondary systems and connections on the Property to convey such stormwater outfall into City's Master Stormwater System. Upon completion of Developer's secondary systems and connections, Developer shall be perpetually responsible for the maintenance of that secondary system located on the Property in conformance with any permitting conditions.

(iv) In exchange for the use of the City's Master Stormwater System to meet the stormwater requirements for the Property, and pursuant to the CRA Plan's General Design Guidelines and Sec. 21-6 of the Code, the Developer shall pay its pro-rata share of the construction and ongoing maintenance expense of said stormwater retention facility. Developer shall have the obligation to compensate the City for construction and maintenance of the facility according to the following calculations:

(Total Construction Cost) multiplied by (square foot of impervious area on the Property (as set forth in the St. Johns River Water Management District permit for the Pond)) divided by (total square feet of impervious area approved for the capacity of the Pond) = Total Construction Fee.

AND

(Total Maintenance Cost) multiplied by (square foot of impervious area on the Property (as set forth in the St. Johns River Water Management District permit for the Property)) divided by (total square feet of impervious area approved for the capacity of the Pond) = Total Maintenance Fee.

The Total Construction Fee for the Project as set forth above based on a maximum of 3.26 acres for the Property, is estimated to be a $277,068.00. The Total Construction Fee shall be paid on

or before the issuance of a building permit for the Development Improvements except as otherwise set forth in paragraph 12(b) below.

(b) **Permeable Space Approval**. Sec. 23-2.7.1(b) allows developers to apply for off-site accommodation of their required permeable space, and off-site infrastructure may be accommodated at a city facility if available. The Developer is entitled to off-site credit for connecting to the City's Master Stormwater System. Should the Developer be unable to do so within the time frames contemplated in this Agreement through no fault of its own, Developer may, at its own expense, design and implement an appropriate interim solution as set forth in options (ii) or (iii) of paragraph 6(a)(v) above. Thereafter, if and when access to City's Master Stormwater System becomes available, Developer shall be required to connect to the system and the Total Construction Fee only shall be waived. Upon connection, Developer shall be responsible for all maintenance fees as set forth above in paragraph 12(a)(iv). The Property shall be deemed to be in compliance with all permeable space requirements of City, whether set forth in the DMRP, DMSD, DMZD or elsewhere upon (a) City's approval of the construction plans for the Development Improvements as shown on the Conceptual Site Plans in accordance with City's formal site plan review process, as it relates to the streetscape along US 17-92, Independence Lane, Packwood Avenue, and Horatio Avenue, as well as the other off-site Development Improvements, and (b) Developer's completion of each consistent with such approved construction plans.

13. **Additional Open Space; Easements**.

(a) The Developer shall create additional open space to be used by the public by recessing the iron gates facing Independence Lane approximately twenty-five (25) feet from the right-of-way line.

(b) Prior to issuance of a certificate of occupancy, the Developer shall provide easements to the City, as grantee, for the sidewalks, arcades, open space, and streetscape adjacent to streets to the North, South, East and West of the Property, recognizing that these amenities on the Property will be used non-exclusively by pedestrians.

(c) During construction of water and wastewater lines under and along Independence Lane and construction of Independence Lane, the parties shall cooperate in granting any necessary temporary easements and in arranging adequate parking during the construction as well as customary construction staging and support within adjacent rights-of-way as reasonably necessary and to be coordinated with City staff. All other construction staging and parking shall be handled by Developer on the Project site.

14. **Hours of Operation; Access to Property from Independence Lane**.

(a) The Property will have northern and southern access points from Independence Lane. Strategically, both access points/curb-cuts on Independence Lane shall be managed to operate on opposite peak hours, with simultaneous operations occurring between the hours of 2 a.m. and 10 a.m. for the sole purpose of facilitating retail, commercial, back-of-house, and food delivery while simultaneously providing residential access to the Project in the mornings.

(i) Southern access/curb-cut will be open from 5 p.m. to 10 a.m. and will be

closed from 10 a.m. to 5 p.m.

(ii) Northern access/curb-cut will be open from 2 a.m. to 5 p.m. and will be closed from 5 p.m. to 2 a.m.

15. **Street Closures**. Independence Lane shall remain open at all times unless otherwise authorized by the City. The City may temporarily close Independence Lane for the hosting of special events or civic activities. The City may also temporarily close Independence Lane in emergencies or for required maintenance and other necessary reasons. The Project's residential and non-residential management offices shall receive not less than seven (7) days' prior notification from the City for any non-emergency temporary closures and such advance notice from the City as is reasonable under the circumstances for any temporary closures on an emergency basis.

16. **Platting and Subdivision**. Platting of subdivisions of the lots within the Project by Developer may be done at any time in accordance with Code, in whole or in part, so long as such processes are completed no later than (i) the issuance of the last Certificate of Occupancy or (ii) the closing on the sale of a lot on the Property which is not within a condominium (if such use is in place). NOTE: Developer's entitlements hereunder shall be applicable to the entire Property as a whole and may not be subdivided, split, severed, segmented or allocated to any portion of the Property at any time. This restriction shall survive the expiration of this Agreement.

17. **Consistency with City's Comprehensive Development Plan (CDP)**. City hereby finds that this Agreement is consistent with the CDP and other City governing documents, and is a legislative act of the City Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, *Florida Statutes*, and City's police powers. The Conceptual Site Plans are consistent with the CDP, applicable development regulations, and service levels adopted by City. Moreover, the Conceptual Site Plans ensures that the future development of the Property is directed in a harmonious pattern with existing development and the natural environment so as to maintain and improve the City's image as a residential community.

18. **Minor Amendments and Adjustments**.

(a) The Parties agree that a project of this type requires ongoing day-to-day decisions that may result in minor or insignificant changes to the Project, this Agreement, and the Conceptual Site Plans. Minor amendments to this Agreement may be reviewed and approved consistent with Code Section 7.5-43, however nothing herein shall convert this Agreement to an agreement entered into pursuant to the Florida Local Government Development Agreement Act.

(b) Developer may seek to change the building footprints as retail leases are obtained from retailers and prototype footprints are implemented into the first floor design. Minor adjustments are those which do not materially affect or modify the Project and are typical of developments of this type and which do not alter, modify, deviate from, or otherwise adversely impact the criteria outlined in the approved Conceptual Site Plan, approved Final Site Plan, or approved permits ("Minor Adjustments"). Developer is authorized, upon approval by City

Manager or designee (delivered in writing, setting forth the exact nature of the subject change/modification requested) to make such Minor Adjustments. It is the intention of the City Council and the CRA that changes to the approved Conceptual Site Plan within the minimum and maximums established in this Agreement for density, FAR, and height are not considered additions to or deletions from the square footage of the Project and, will not require an amendment to this Agreement.

19. **Obligation to Adhere to Requirements of Law**. Developer and City agree that each and their respective successors and assigns will be bound by the provisions of this Agreement, as well as all Federal, State and local laws, as the same may be amended or created from time to time. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Developer or City. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

20. **Covenants and Terms**.

(a) The conditions and covenants set forth herein shall be construed as covenants running with the Property which shall survive any termination of this Agreement unless otherwise specifically stated herein, and shall be binding upon Developer, City and their assigns and successors in interest, and shall inure to the benefit of Developer, City and their assigns and successors in interest, but shall not be deemed to extend private rights to any person or entity other than the Parties hereto and their successors and assigns. The City enters this Agreement based, in part, upon Developer's experience, reputation and expertise. This Agreement shall not be assignable by Developer without City's prior written approval, which City may provide or withhold in its sole discretion. Notwithstanding the foregoing, in the event that a project mortgagee (or its nominee) shall acquire title to the Property through foreclosure or deed in lieu of foreclosure, such affiliate of Developer or project mortgagee (or its nominee) shall be deemed a permitted assignee under this Agreement, provided such assignee gives City prompt notice of the acquisition thereby of the Property, and such assignee agrees to assume and timely perform all of the covenants and obligations of Developer under this Agreement accruing from and after the date of such acquisition of title. This Agreement shall be effective for a period of four (4) years from the Effective Date unless sooner terminated by Developer or City pursuant to a specific right of termination set forth in this Agreement. Once the Project (including public infrastructure) has been completed and all obligations herein satisfied, this Agreement shall be deemed terminated except as expressly set forth in this Agreement. Within fifteen (15) days following the written request of Developer, City shall execute an instrument in recordable form acknowledging that the any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, and that this Agreement has terminated, or if termination has not then occurred, specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Developer may record any such instrument in the Public Records of Orange County, Florida.

(b) Developer may terminate this Agreement no later than six (6) months after the Effective Date if litigation by a third party is initiated to invalidate this Agreement, or any of the agreements required hereunder between the Parties hereto. City or Developer may further

terminate this Agreement on November 1, 2015, should Developer fail to obtain acceptable financing for the Project, as determined in Developer's sole discretion. In addition, New Traditions, as current owner of fee simple title to the Property, upon delivery of written notice of same to the City and Developer, shall have the right to terminate this Agreement (i) if Developer fails to acquire the Property from New Traditions on or before July 1, 2015 or (ii) on such earlier date in the event of termination of Developer's contract to purchase the Property from New Traditions. Upon any such termination, Developer and New Traditions shall have no further obligations under this Agreement and all entitlements provided hereunder are void.

(c) City may terminate this Agreement at any time, by appropriate action of the City Council and/or the CRA, without cost or penalty to City or CRA, after the occurrence of any of the following:

(i) Developer fails to acquire fee title to the Property on or before July 1, 2015, or fails to provide copies of the executed and recorded deeds evidencing all such acquisitions to City upon the City's request for same.

(ii) Developer fails to provide the City with reasonable proof of available financing or funds for construction of the entire Project within one year of the date upon which the Developer acquires title to the Property. Such proof of available financing of funds may be in the form of a binding loan commitment letter or letters (or similar documentation evidencing a binding commitment to lend to Developer) for construction financing for the entire Project (or so much thereof as will be financed, together with reasonable documentation confirming available funds for any equity contributions to such construction costs) from a Federally insured institutional lender or lenders.

(iii) Developer fails to obtain all permits and approvals for the construction of the public infrastructure on the terms and conditions herein required, no later than August 1, 2016; or Developer fails to commence construction thereof no later than November 1, 2016; or Developer fails to complete construction of the public infrastructure no later than November 1, 2017; or Developer fails to complete construction of the Development Improvements within 4 (four) years of the date of this Agreement.

(iv) Developer defaults hereunder and does not cure such default as required in this Agreement.

(d) Upon any such termination, City and CRA shall have no further obligations under this Agreement and all entitlements provided hereunder are void. In addition to termination of this Agreement, City or CRA may bring such actions for specific performance, injunctive relief and/or damages as are expressly provided for in this Agreement and none other.

(e) Any rights, remedies, obligations and/or entitlements which shall have accrued under and pursuant to this Agreement prior to the termination or expiration hereof shall survive

any termination or expiration of this Agreement insofar as is necessary to give legal effect to any rights, remedies and/or entitlements set forth and described in this Agreement intended by their terms to survive such termination or expiration.

21. **Cooperation**. Subject to the provisions of Paragraph 38 herein ("Relationship of the Parties"), Developer and City shall reasonably cooperate and act in good faith with each other to achieve the terms, conditions, and intentions of this Agreement, particularly with regard to specific dates set forth herein. In connection with Developer's applications for City development licenses, permits and approvals necessary to construct the Project and Development Improvements in accordance with the final site plan, City agrees to process and review any and all applications associated with Developer's licenses, permits (including building permits) and approvals in good faith and in a prompt and diligent manner. However, Developer recognizes and concedes that, in the exercise of its regulatory police power, City must review and act upon Developer's permit applications in substantially the same manner as in the case of applications for all other property owners, and City's decision-making in the course of exercising its police power cannot be waived, divested, or otherwise diminished by contract. City further agrees to formally designate the City Manager or his designee to facilitate approvals, expedite permits and to act as liaison between City and Developer.

22. **Amendments**. This Agreement may not be amended, unless evidenced in writing and executed by all Parties hereto.

23. **Indemnification**. Developer shall defend, indemnify and hold harmless City and CRA from and against any and all suits, claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees), which City may incur (or which may be claimed against City by any party whomsoever) by reasons of or in connection with the design, construction or maintenance of the Development Improvements and public infrastructure. Nothing herein shall require Developer to indemnify City or its agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.

24. **Default**. Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this Agreement or any Party filing any action as a result of a default by the other Party under this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. City agrees that any project mortgagee shall have the right (but not the obligation) to cure any default by Developer under this Agreement. Notwithstanding the foregoing, the City acknowledges that City's obligations with respect to construction of Independence Lane as a "festival street" (if not undertaken by Developer), installation of the lift station diversion project, extension of water and sewer lines to the Property (if not undertaken by Developer) and installation of stormwater lines and systems connecting the Property and the Project to the Master Stormwater System (together the "**City Projects**") are time sensitive and must be completed within the time periods provided for in this Agreement in order for Developer to use, occupy and lease the Development Improvements for their intended purposes upon completion of same. Accordingly, in the event

that the City has not commenced or is not proceeding diligently with any of the City Projects in such a manner as to complete same within the applicable deadlines as provided in this Agreement, Developer, after notice and opportunity to cure as provided herein above, may (i) elect to commence or complete any such City Project so that same will be completed by (or as soon as reasonably possible after) the applicable completion date for same as provided in this Agreement, (ii) have access to any escrow funds, including any impact fees prepaid by Developer) allocated for any such City Project and (iii) recover from the City Developer's out of pocket costs to complete any such City Project, but not any other direct, indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of services, revenues, profits or business opportunities.

25. **Attorneys' Fees**. In the event of default, the prevailing Party shall have the right to recover all reasonable attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein.

26. **Bankruptcy**. In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the Property at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

27. **No Liability or Monetary Remedy**.

(a) Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that, except as specifically provided in Paragraph 24 hereinabove, City bears no liability for direct, indirect or consequential damages. Except as specifically provided in Paragraph 24 hereinabove, Developer, on behalf of itself and its successors and assigns, hereby forebears and waives any and all claims and causes of action for money damages against City and/or CRA that it may now have or hereafter acquire in relation to this Agreement. Developer understands and agrees, on behalf of itself and its successors and assigns, that the sole and exclusive legal or equitable remedies available to Developer, its successors and assigns, against City and/or CRA for alleged breach of this Agreement shall be injunctive relief, specific performance and recovery of sums expended to complete the City Projects, if any, as provided in Paragraph 24 hereinabove.

(b) Notwithstanding anything herein to the contrary, except as specifically provided in Paragraph 24 hereinabove, Developer, City and CRA, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of services, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.

(c) Notwithstanding the restrictions set forth in this Paragraph, Developer, on behalf of itself and its successors and assigns, hereby reserves any and all legal and equitable remedies against any third party who may challenge this Agreement. Developer, on behalf of itself and its successors and assigns, also agrees to join with City and/or CRA in any legal challenge to this Agreement by a third party against City and/or CRA. As part of this commitment, Developer agrees to pay all of its own legal fees and one-half (1/2) of any legal fees and costs associated with a third party legal challenge against City or CRA, incurred by City and/or CRA.

28. **Force Majeure**. Except as otherwise expressly provided in this Agreement, no Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including but not limited to the weather, strikes or labor disputes, adverse rulings in third-party lawsuits, casualty, war, terrorist acts, riots or civil disturbances, acts of civil or military authorities, or acts of God (individually, a "force majeure") provided the Party affected takes all reasonably necessary steps to resume full performance; provided however, that if any such force majeure shall continue for three hundred sixty-five (365) consecutive days, any Party shall have the right to terminate this Agreement without incurring any penalty.

29. **Gender, Number and Subtitles**. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

30. **Authority**. Each Party hereby represents and warrants to the other that each has full power and authority to enter into this Agreement. Developer further represents that it has the authority to perform contracts reasonably necessary to acquire the Property. City further represents that all requirements and procedures, including, without limitation, public hearings, have been properly conducted so that the execution hereof by City shall constitute the final action of City. City, CRA and Developer each represent to the other that this Agreement is binding and enforceable against them in accordance with its terms. Nothing in this Agreement shall be interpreted to contractually bind the City to exercise its police power in any manner except in accordance with the requirements of Florida law.

31. **Joinder**. New Traditions, as owner of the Property during the permitting process, by its joinder in this Agreement hereby confirms that it has authorized the Developer to file and pursue any and all applications for development orders, permits and approvals required or associated with redevelopment of the Project on the Property consistent with the Conceptual Site Plans and this Agreement, including, but not limited to, applications for rezoning, final site plan approval, preliminary and final subdivision approval and stormwater and utility agreements and permits.

32. **Notice**. Any notice required or allowed to be delivered hereunder shall be in writing and shall be: (a) hand delivered to the official hereinafter designated, effective upon such delivery; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, effective upon receipt of such notice; (c) deposited with a nationally recognized overnight courier service (*e.g.*, Federal Express, United Parcel Service, Purolator, Airborne, Express Mail, etc.), effective one (1) business day after such deposit; or (d) delivered by facsimile (fax) transmission, effective upon confirmed transmission; addressed to a Party at

the address specified below, or such other address as from time to time may be provided by written notice:

To City:	City of Maitland Attn: James S. Williams, City Manager 1776 Independence Lane Maitland, FL 32751
And a Copy To:	City Attorney Clifford B. Shepard Shepard, Smith & Cassady, P.A. 2300 Maitland Center Parkway Suite 100 Maitland, FL 32751 Fax: 407-622-1884 Tel: 407-622-1772
To Developer:	Maitland City Center, LLC 968 Lake Baldwin Lane Orlando, FL 32814 Attn: David Lamm Fax: (407) 895-2526 Tel: (407) 895-2525
And a copy to:	Lowndes, Drosdick, Doster, Kantor and Reed, P.A. Attn: Aaron J. Gorovitz, Esq. 215 N. Eola Drive Orlando, FL 32801 Fax: 407- 834-4444 Tel: 407-418-6336

33. **Severability**. Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal or unconstitutional, and said documents shall be read without such invalid, illegal or unconstitutional word, clause, sentence or section.

34. **Condition of Obligations**. Until such time as Developer has actually acquired fee simple title to the Property, Developer shall have the right to terminate this Agreement and shall have no further obligations hereunder.

35. **Recording in Public Records**. A memorandum of this Agreement, executed by all three parties shall be recorded in the Public Records of Orange County, Florida ("Effective Date"). The City Clerk shall insure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by all parties.

36. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute on and the same instrument.

37. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.

38. **Negotiation**. Each Party hereto hereby acknowledges that he was properly represented in the negotiation of this Agreement and this Agreement shall not be more strictly construed against one Party or the other as a result of such Party's participation in the drafting of this Agreement.

39. **No Third-Party Beneficiaries**. The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

40. **Relationship of the Parties**. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among City, CRA, or Developer. Developer cannot create any obligation or responsibility on behalf of City or CRA or bind City or CRA in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.

41. **Controlling Law**. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.

42. **Venue**. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

43. **Personal Liability**. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City or the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.

44. **No General Obligation**. In no event shall any obligation of City or the CRA under this Agreement be or constitute a general obligation or indebtedness of City or CRA, a pledge of the ad valorem taxing power of City or the CRA, or a general obligation or indebtedness of City or the CRA within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the

Developer nor any other Party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City's obligations or undertakings hereunder.

45. **Agency**. Developer and City, and their agents, contractors or subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of each other.

46. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to §768.28, *Florida Statutes*.

47. **City's Police Power and Regulatory Powers**. City hereby reserves all police and regulatory powers granted to City by law. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as City's bargaining away, surrendering, or in any way diminishing its police or regulatory powers.

48. **Interpretation**. The Parties hereby acknowledge and agree that each has participated equally in the drafting of this Agreement, and no Party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the Parties. Any reference in this Agreement to a whole paragraph number (*e.g.*, Paragraph 2) shall also include all subparagraphs or subparts/sub-sub paragraphs set forth below the whole paragraph number (*e.g.*, Paragraph 2 (a), (b), (c), (i), (ii), etc.)

49. **Compliance with Public Records Law**. Pursuant to Section 119.0701, *Florida Statutes,* when the Developer provides services to the City by constructing public infrastructure or improving City property under the terms of the Agreement, the Developer shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Developer shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service provided to the City;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

(d) Meet all requirements for retaining public records and transfer, at no costs to the City, all public records in possession of the Developer upon completion, inspection, and issuance of a certificate of occupancy for the completed services on City property, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City

(e) Upon request of the City, the Developer shall promptly provide the City with copies of public records which pertain to this Agreement.

(f) In the event that Developer receives a request from any person or entity other than the City for a document, computerized information, audio or videotape, CD, DVD, or any other record in Developer's possession pursuant to this Agreement, Developer may notify the City immediately and submit the request to the City for direction on how to comply with Florida's Public Records Law. Developer shall allow the City to inspect the requested record to advise Developer if any material therein is exempt or confidential and therefore subject to redaction.

50. **"Catchall" Deadline for Developer Obligations.** For any Developer obligation contained herein for which no performance deadline is specified, the deadline shall be on or before, and a condition precedent to, City's issuance of the final certificate of occupancy for the Project.

51. **Condemnation.** If, prior to obtaining all necessary permits and approvals to construct the Public Infrastructure and/or Development Improvements, all or any part of the Property is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or if City and/or Developer has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, each shall give the other immediate written notice of such threatened or contemplated condemnation or of such taking or sale, and each may, by written notice to the other, given within thirty (30) days after the receipt of such notice, elect to cancel this Agreement as it relates to the portion of the Property affected by such condemnation. Further, City agrees not to use its powers of eminent domain in any way which would modify or alter the Conceptual Plan, provided that this paragraph shall not abrogate City's police powers.

52. **Effective Date.** The "Effective Date" of this Agreement is the date when the memorandum of this Agreement is duly recorded in the Public Records of Orange County, Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have set their hands and seals onto this Agreement prior to the Effective Date.

Signed, sealed and delivered
in the presence of:

Print Name: Sharon M. Anselmo

Rachelle Mercado

Print Name: Rachelle Mercado

Attest Maria Waldrop
Maria Waldrop, City Clerk

CITY OF MAITLAND, FLORIDA

By:
Jim Williams, City Manager

Date: 12-1-14

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 1ST day of DECEMBER, 2014, by Jim Williams, City Manager of the City of Maitland, on behalf of the CITY OF MAITLAND, FLORIDA, a Florida municipal corporation, who is ✓ personally known to me ~~or has produced~~ _____ ~~as identification.~~

Notary Public

Print Name: DEBBIE ZARAVELIS

DEBBIE ZARAVELIS
MY COMMISSION # EE 191683
EXPIRES: May 18, 2016
Bonded Thru Notary Public Underwriters

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

CITY OF MAITLAND, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (CRA)

By: _____
Howard Schieferdecker, Chairman

Date: 12/1/14

Print Name: James S. Williams

Print Name: Gloria M. Fry

Attest: _____
Maria Waldrop, City Clerk

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 1ST day of DECEMBER 2014, by Howard Schieferdecker, Chairman of the CITY OF MAITLAND, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, on behalf of the agency.

_____
Notary Public
Print Name: DEBBIE ZARAVELIS
My commission expires: MAY 18, 2016

DEBBIE ZARAVELIS
MY COMMISSION # EE 191083
EXPIRES: May 18, 2016
Bonded Thru Notary Public Underwriters

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Maitland City Center, LLC, a Florida limited liability company

Print Name: Gloria M. Fry

By: _____

Name: DAVID LAMM

Title: MANAGER

Print Name: Rachelle Mercado

Date: 12/2/14

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 2ND day of December, 2014, by DAVID Lamm, as MANAGER of **Maitland City Center, LLC**, a Florida limited liability company, on behalf of the company, who is ✓ personally known to me ~~or has produced _____ as identification~~.

Maria T. Waldrop

Notary Public

Print Name: MARIA T. Waldrop

MARIA T. WALDROP
MY COMMISSION # EE 853914
EXPIRES: March 26, 2017
Bonded Thru Notary Public Underwriters

JOINDER AND CONSENT TO DEVELOPER'S AGREEMENT

THIS JOINDER AND CONSENT is given as of this 3rd day of December, 2014, by **NEW TRADITIONS BANK,** a Florida banking association (hereinafter "**New Traditions**"), with a mailing address of 145 South Orlando Ave. Suite 1 Maitland, FL. 32751.

RECITALS

WHEREAS, New Traditions is the fee simple title holder of that certain real property located in Orange County, Florida, more particularly described as the "Property" in the Agreement; and

WHEREAS, Developer, the City and the CRA have entered into the Agreement for the redevelopment of the Project on the Property; and

WHEREAS, Developer has entered into a Contract to purchase the Property from New Traditions upon completion of site plan approval and issuance of various other development approvals, permits and agreements with respect to the Property, including, without limitation the Agreement; and

WHEREAS, New Traditions, as owner of the Property, desires to join in and consent to the Agreement.

NOW, THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Traditions hereby states and declares as follows:

1. New Traditions acknowledges that it has authorized the Developer to file and pursue any and all applications for development orders, permits and approvals required or associated with redevelopment of the Project on the Property consistent with the Conceptual Site Plans and the Agreement, including, but not limited to, applications for final site plan approval, preliminary and final subdivision approval and stormwater and utility agreements and permits.

2. New Traditions acknowledges that as the owner of the Property, it has an interest in the Agreement and hereby joins in and consents to the Agreement for the purpose of subjecting the Property to the terms and conditions of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, New Traditions has caused these presents to be executed in manner and form sufficient to bind it as of the date and year first written above.

Signed, sealed and delivered
in the presence of:

Name: Sharon M. Anselmo

Name: RICHARD W. WELLS

NEW TRADITIONS BANK, a Florida banking association

By:
Name: SIDNEY G CASH
Its: VICE CHAIRMAN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3RD day of December, 2014, by Sidney G. Cash, as Vice Chairman of **NEW TRADITIONS BANK,** a Florida banking association, on behalf of the banking association. He/~~she~~ is personally known to me ~~or has produced _____ as identification~~.

Notary Public
Name: Maria T. Waldrop
Commission No.:
My Commission Expires:

MARIA T. WALDROP
MY COMMISSION # EE 853914
EXPIRES: March 26, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOTS 16, 17, 18, AND 19, BLOCK B, GEO. H. PACKWOOD'S PLAN OF THE TOWN OF MAITLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 26, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY ON EAST.

PARCEL 2:

LOTS 1, 2, 3, AND 4, COLE'S REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK L, PAGE 50, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3:

PARCEL "A"

LOTS 11, 12, 13, 14 AND 15, BLOCK B, GEO. H. PACKWOOD'S PLAN OF THE TOWN OF MAITLAND, AS RECORDED IN PLAT BOOK D, PAGE 26, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THAT PORTION OF LOTS 12 AND 13 OF SAID BLOCK B, DESCRIBED AS FOLLOWS: BEGIN 33 FEET WEST AND 17 FEET SOUTH OF THE NORTHEAST CORNER OF THE AFORESAID LOT 12, BLOCK B, RUN SOUTH OF THE NORTHEAST CORNER OF THE AFORESAID LOT 12, BLOCK B, A DISTANCE OF 93 FEET; THENCE WEST AND PARALLEL WITH THE NORTH BOUNDARY OF SAID BLOCK B, A DISTANCE OF 100 FEET; THENCE NORTH AND PARALLEL WITH THE EAST BOUNDARY OF SAID BLOCK B, A DISTANCE OF 100 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK B, A DISTANCE OF 93 FEET; THENCE SOUTHEASTERLY 9.90 FEET TO THE POINT OF BEGINNING, LESS THE EAST 33 FEET OF SAID LOTS IN U.S. HIGHWAY 17-92; LESS THE NORTH 10 FEET OF SAID LOTS IN HORATIO AVENUE, LESS THE WEST 20 FEET OF LOTS 11, 13, 14, AND 15 USED FOR INTER STREET; AND LESS THAT PART OF LOT 12 DEEDED TO STATE OF FLORIDA BY WARRANTY DEED DATED AUGUST 25, 1959 AND RECORDED AUGUST 27, 1959 IN OFFICIAL RECORDS BOOK 597, PAGE 33, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND LESS THAT PART OF LOTS 11, 12, 13, 14, AND 15 DEEDED THE STATE OF FLORIDA BY WARRANTY DEED DATED OCTOBER 7, 1970 AND RECORDED NOVEMBER 9, 1970 IN OFFICIAL RECORDS BOOK 2001, PAGE 805, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL "B"

FROM THE NORTHEAST CORNER OF LOT 12, BLOCK B, GEO. H. PACKWOOD'S PLAN OF THE TOWN OF MAITLAND, AS RECORDED IN PLAT BOOK D, PAGE 26, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°05'36"W. 33.0 FEET ALONG THE NORTH BOUNDARY OF SAID LOT 12 TO A POINT ON THE WEST RIGHT

OF WAY LINE OF STATE ROAD 15 & 600 (U.S. HIGHWAY 17-92), RUN THENCE S.00°58'44"W. 110.00 FEET ALONG SAID WEST RIGHT OF WAY LINE FOR THE POINT OF BEGINNING; THENCE RUN N.89°05'36"W., 100 FEET PARALLEL WITH THE AFORESAID NORTH BOUNDARY OF LOT 12, THENCE N.00°58'44"E. 96.42 FEET PARALLEL WITH THE AFORESAID WEST RIGHT OF WAY LINE OF STATE ROAD 15 & 600 (U.S. HIGHWAY 17-92) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD S-436-A; RUN THENCE S.87°59'41"E. 85.02 FEET ALONG SAID RIGHT OF WAY TO A POINT LYING N.87°59'41"W. 15 FEET FROM THE AFORESAID WEST RIGHT OF WAY LINE OF STATE ROAD 15 & 600 (U.S. HIGHWAY 17-92); THENCE RUN S.43°30'29"E. 21.40 FEET TO A POINT ON THE SAID WEST RIGHT OF WAY LINE OF STATE ROAD 15 & 600 (U.S. HIGHWAY 17-92), SAID POINT LYING S.00°58'44"W. 15.00 FEET FROM THE AFORESAID SOUTH RIGHT OF WAY LINE OF STATE ROAD S-436-A; RUN THENCE S.00°58'44"W. 79.50 FEET ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD 15 & 600 (U.S. HIGHWAY 17-92) TO THE POINT OF BEGINNING.

PARCEL A & B ARE ALSO DESCRIBED AS:

LOTS 11, 12, 13, 14, AND 15, BLOCK B, GEO. H. PACKWOOD'S PLAN OF THE TOWN OF MAITLAND, AS RECORDED IN PLAT BOOK D, PAGE 26, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY ON EAST, NORTH AND WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 17-92 (STATE ROAD 15 & 600) WITH THE SOUTH LINE OF AFOREMENTIONED LOT 15, BLOCK B, THENCE N.01°04'38"E., ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 208.13 FEET; THENCE N.43°32'35"W., ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 21.42 FEET TO THE SOUTH RIGHT OF WAY LINE OF HORATIO AVENUE (STATE ROAD S-436-A), THENCE N.87°59'41"W., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 105.61 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVE A RADIUS OF 5685.58 FEET, A CENTRAL ANGLE OF 01°11'36", A CHORD BEARING OF N.88°35'29"W.; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.41 FEET TO THE END OF SAID CURVE, THENCE S.30°42'30"W., A DISTANCE OF 14.00 FEET; THENCE S.89°17'30"W., A DISTANCE OF 5.00 FEET; THENCE S.01°06'57"W., A DISTANCE OF 214.06 FEET TO THE AFOREMENTIONED S. LINE OF LOT 15, THENCE S.89°03'48"E., ALONG SAID SOUTH LINE A DISTANCE OF 251.12 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 20, BLOCK B, GEO. H. PACKWOOD'S PLAN OF THE TOWN OF MAITLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 26, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY ON EAST.

AND

LOT 5, COLE'S REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK L, PAGE 50, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

"EXHIBIT B"

CONCEPTUAL SITE PLANS

"B"

Conceptual East Elevation
(Looking West along 17-92)

Maitland City Centre
Maitland, Florida

August 21, 2014

GLN DEVELOPMENT SERVICES
MILLENIA
ALLENMORRIS
ACi

FL REG: AA0002940

955 North Pennsylvania Avenue | Winter Park, FL | (T) 407 - 740 - 8405 | (F) 407 - 740 - 8406 | acistudios.com

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Conceptual South Elevation
(Looking North along Packwood Ave.)

Maitland City Centre
Maitland, Florida

August 21, 2014

GLN DEVELOPMENT SERVICES

MILLENIA ALLENMORRIS

ACi

FL REG: AA0002940

955 North Pennsylvania Avenue | Winter Park, FL | (T) 407 - 740 - 8405 | (F) 407 - 740 - 8406 | acistudios.com

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Conceptual West Elevation
(Looking East along Independence Lane)

Maitland City Centre
Maitland, Florida

August 21, 2014

FL REG: AA0002940

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Conceptual North Elevation
(Looking South along East Horatio Ave.)

Maitland City Centre
Maitland, Florida

August 21, 2014

FL REG: AA0002940

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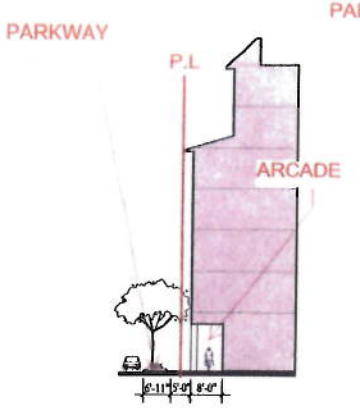
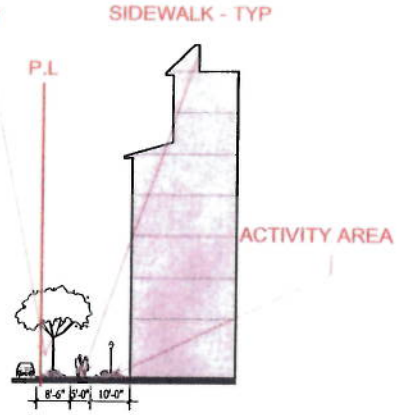
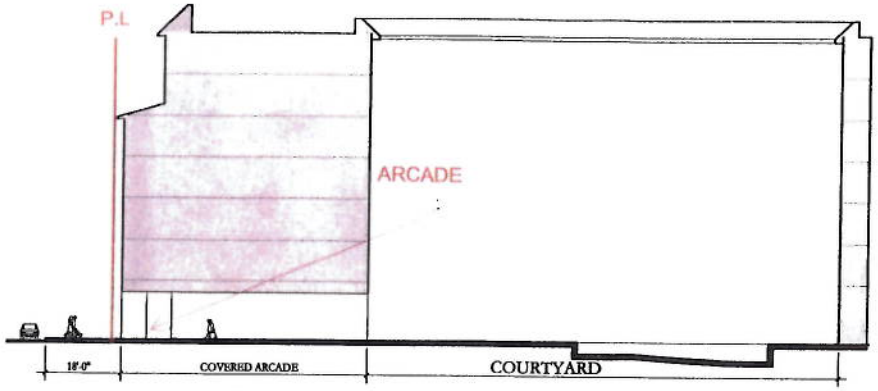


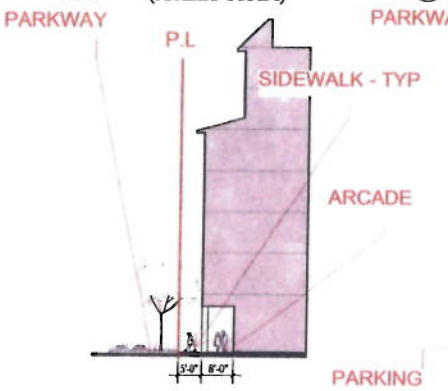
(A) STREET SECTION @ 17-92
(STREET TYPE I)



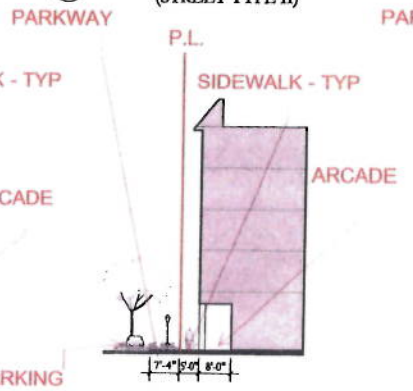
(B) STREET SECTION @ PACKWOOD
(STREET TYPE II)



(C) STREET SECTION @ COURTYARD



(D) STREET SECTION @ INDEPENDENCE
(STREET TYPE II)



(E) STREET SECTION @ INDEPENDENCE
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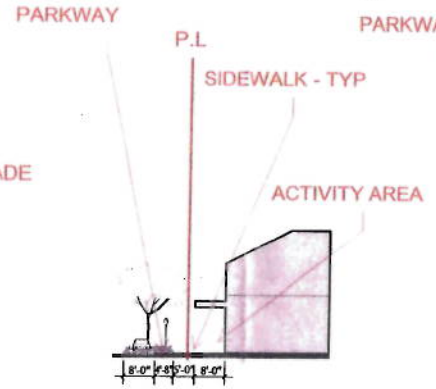
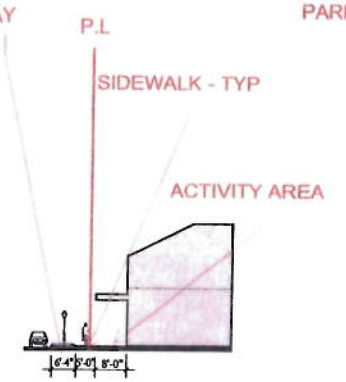
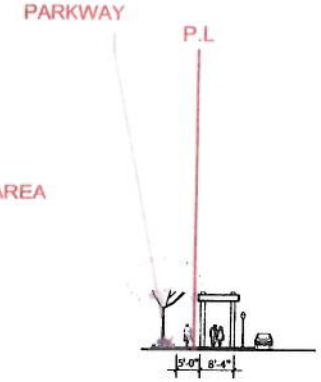


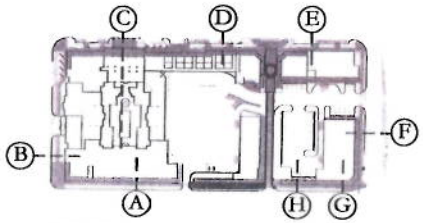
(F) STREET SECTION @ E. HORATIO
(STREET TYPE II)



(G) STREET SECTION @ 17-92
(STREET TYPE I)



(H) STREET SECTION @ 17-92
(STREET TYPE I)



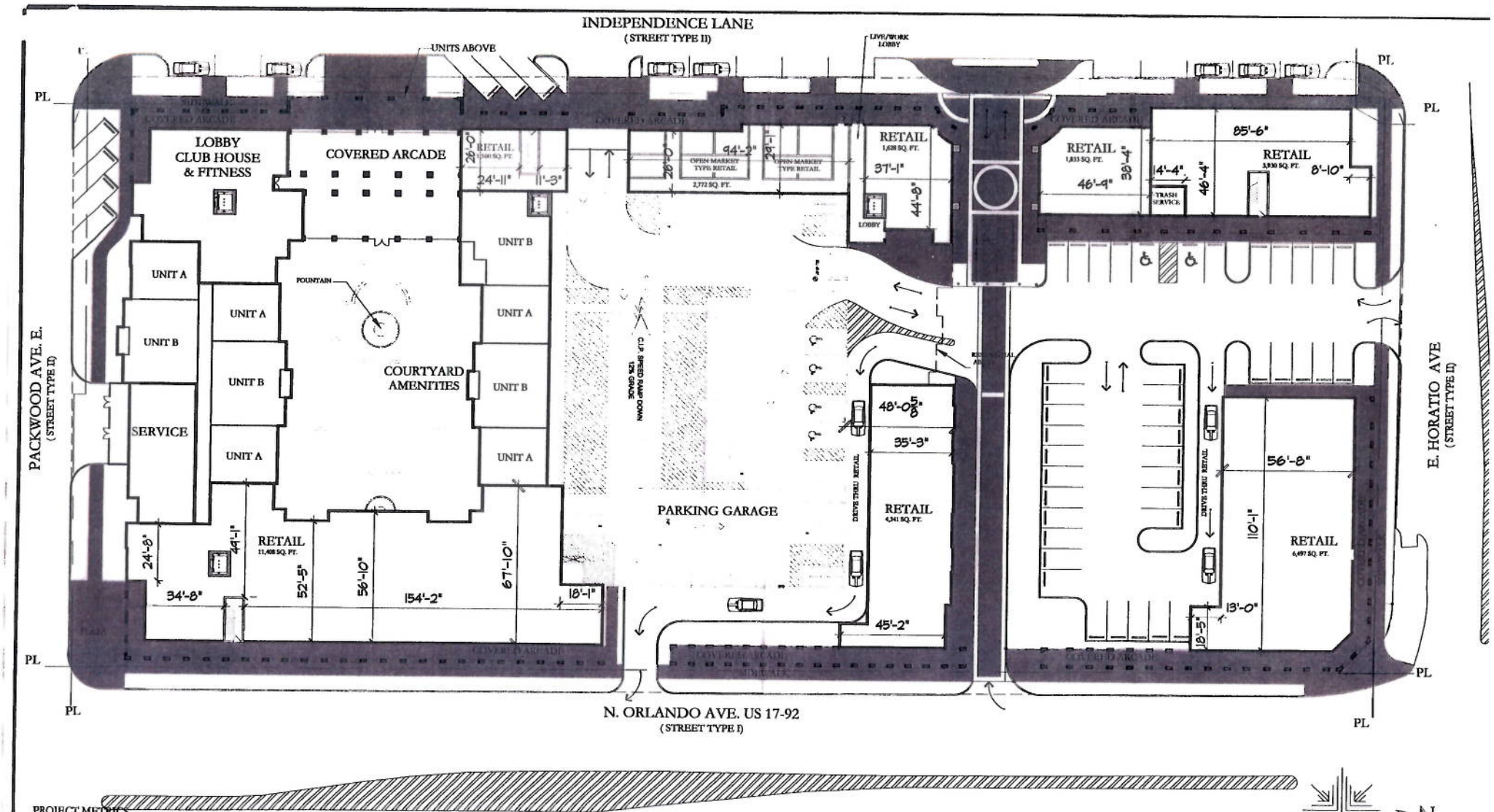
KEY PLAN

CONCEPTUAL TECHNICAL DRAWINGS
STREET SECTIONS
1/32" = 1'-0"

N

MAITLAND MIXED-USE
RETAIL-RESIDENTIAL STUDY

AUGUST 21, 201



PROJECT METRICS

MAX. RETAIL AREA	42,200 GSF
RESIDENTIAL AREA	295,575 GSF
SHARED SERVICE AREA	1,760 GSF
GROSS BUILDING AREA	339,535 GSF
PARKING GARAGE	503 SPACES*
SURFACE	41 SPACES

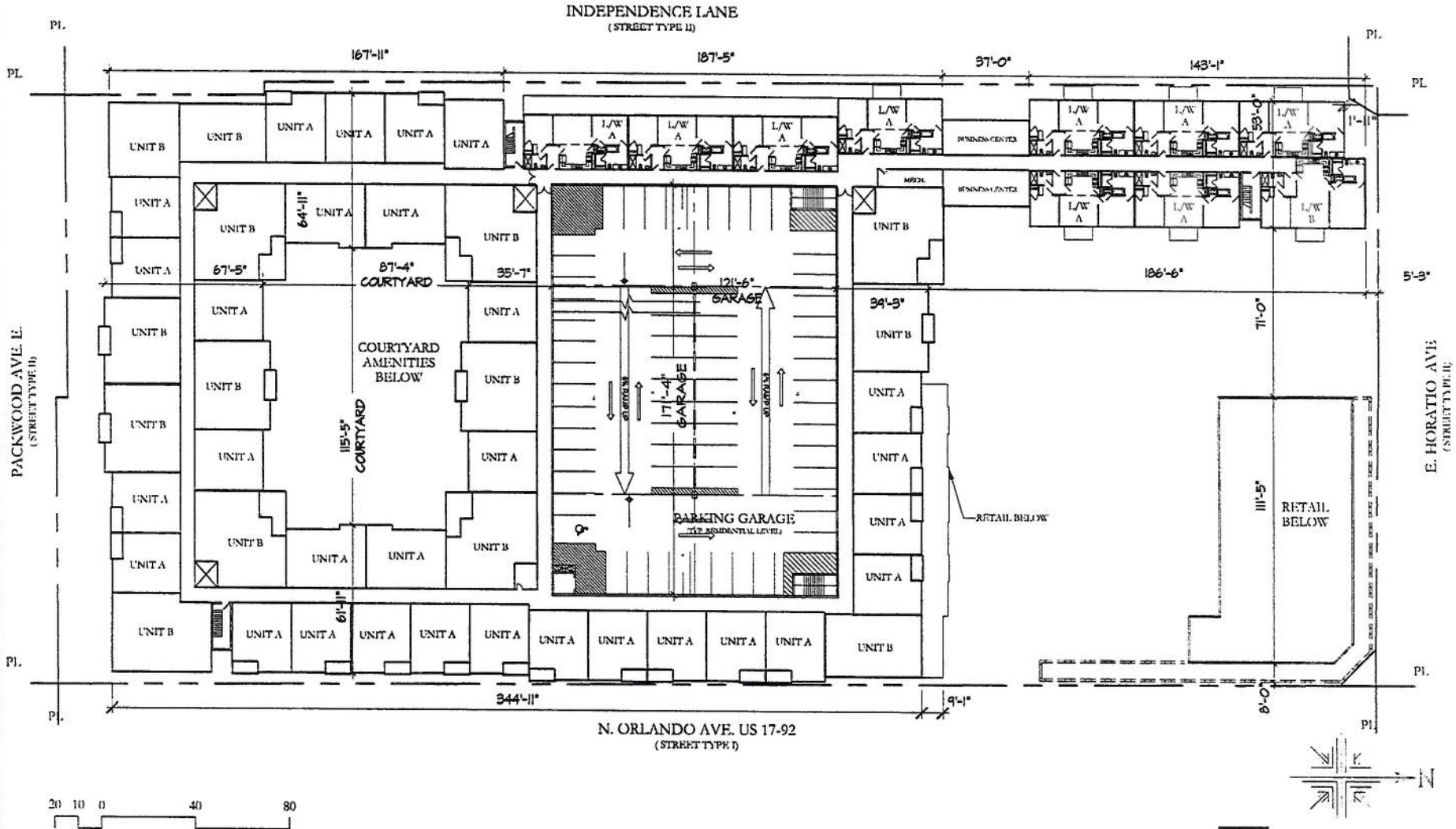
* 503 SPACES DEPENDENT UPON FIRE MARSHALL APPROVAL OTHERWISE 469 SPACES MIN.

MAITLAND CITY CENTRE-STREET CROSS SECTIONS
CONCEPTUAL TECHNICAL DRAWINGS
GROUND LEVEL
1" = 40'-0"

AC/

MAITLAND MIXED-USE
RETAIL-RESIDENTIAL STUDY

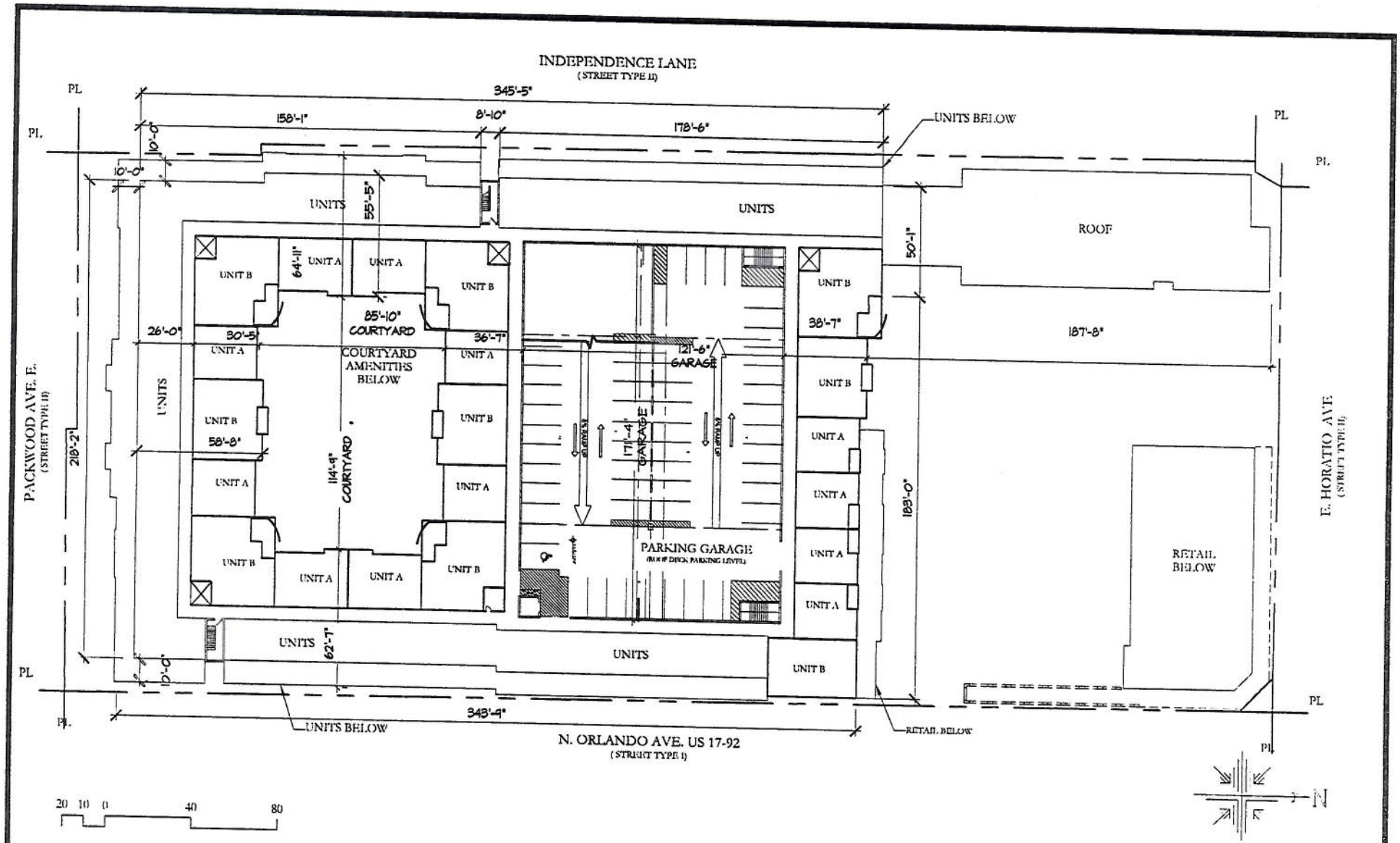
OCTOBER 10, 2014



20 10 0 40 80

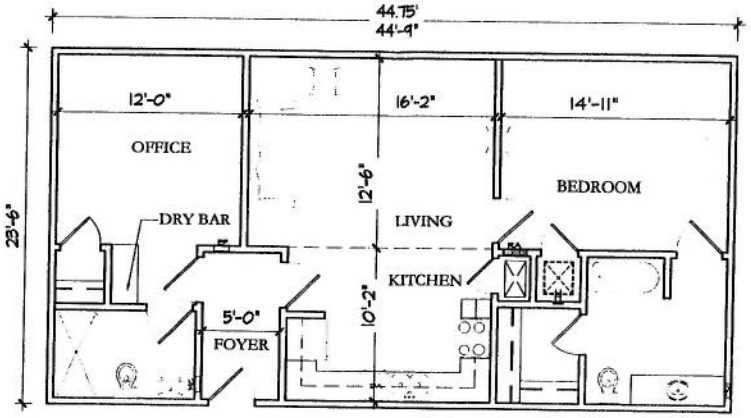
CONCEPTUAL TECHNICAL DRAWINGS
SECOND- FOURTH LEVELS
1" = 40'-0"

MAITLAND MIXED-USE
RETAIL-RESIDENTIAL STUDY

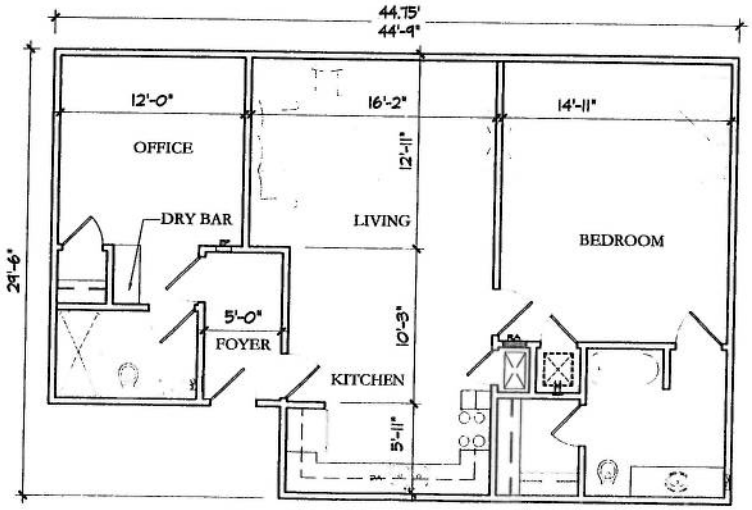


CONCEPTUAL TECHNICAL DRAWINGS
5TH & 6TH LEVEL
1" = 40'-0"

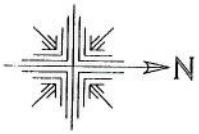
MAITLAND MIXED-USE
RETAIL-RESIDENTIAL STUDY



LIVE/WORK TYPE A
AREA 1,052 SQ.FT



LIVE/WORK TYPE B
AREA 1,230 SQ.FT



CONCEPTUAL TECHNICAL DRAWINGS
LIVE/ WORK UNITS LAYOUT
1/8" = 1'-0"

AC

MAITLAND MIXED-USE
RETAIL-RESIDENTIAL STUDY

AUGUST 21, 2014

EXHIBIT "C"

Project Uses

1.	Maximum of 220 residential dwelling units inclusive of increased residential bonus; and
2.	Minimum of 28,000 sq. ft. of retail or restaurant; and
3.	Maximum of approximately 11,400 additional sq. ft. of "flex space" on the southeast corner of the Project facing Highway 17-92 for retail, restaurant, or office, with the option of converting up to 5,000 sq. ft. of such flex space to live/work space; any conversion to live/work space shall have the commercial segment of each unit facing Highway 17-92 and the living segment facing the internal portion of the Project; and
4.	Maximum of 35 live/work units with ancillary business center, with the option of converting the live/work space to office/retail space in the future.
5.	No bank or financial institution shall be allowed to include a drive-through on the site, and no bank or financial institution shall face or be adjacent to Independence Lane on the ground floor.
6.	All restaurants with a drive-through must also maintain in-store dining.
7.	No residential dwelling unit or live/work unit shall be allowed on Independence Lane on the ground floor.
8.	The lower levels of the parking garage shall be kept open for commercial parking.
9.	No less than 1200 sq. ft. will be fenced and designated as a dog park on the roof deck of the parking garage with adequate waste containers provided. A dog washing area may be included.

EXHIBIT "D"

TIME FRAME

Submission — DEVELOPMENT AGREEMENT

P&Z Public Hearing – August 21, 2014
DRC Recommendations – October 2, 2014
P&Z Recommendations –October 16, 2014
CRA Board & City Council Public Hearing – October 23, 2014

Application Submitted – Site Plan Approval: No later than September 1, 2015.

EXHIBIT "E"

CITY IMPACT FEE CREDITS

Infrastructure Eligible for Impact Fee Credit

Relevant Impact Fee	Eligible Infrastructure Improvements
Transportation Impact Fee (estimated to be $556,169)	Developer shall be responsible for constructing and paying for all streetscape improvements within the City's right of way along the streets adjacent to and north, south, east, and west of the Property consistent with the design standards established by the City and compatible with the "festival street" to be constructed on Independence Lane and in accordance with City's codes, but said responsibility shall not exceed the Transportation Impact Fee as calculated by the City after application of credits for existing grandfathered improvements. Developer shall receive credit up to, but no more than, the amount of transportation impact fee otherwise required to be paid. If construction of streetscape improvements costs more than the required impact fees, the City shall pay the difference between the amount of the impact fee credited and the cost to construct said improvements. Developer shall provide City a minimum of 3 (three) bids to City in support of the amount to be credited, which amount is subject to verification by City prior the credit being issued.
Sewer Impact Fee (estimated to be $524,650±) Water Impact Fee (estimated to be $152,514±) For a total of $677,164±	If Developer opts to expand and replace the water and sewer lines under Independence Lane, Developer shall receive credit up to, but no more than, the amount of the impact fees otherwise required to be paid. If the cost of this construction is less than the required impact fees, Developer shall pay the difference to the City, to be deposited into the Water and Wastewater Impact Fee Trust Fund. If the cost of this construction is more than the required impact fees, the City shall pay the difference between the amount of the impact fee credited and the cost to construct the water and sewer lines. Developer shall provide City a

	minimum of 3 (three) bids to City in support of the amount to be credited, which amount is subject to verification by City prior the credit being issued.

The above impact fees credits are in addition to impact fee credits allowed for existing grandfathered improvements: $268,594.95

EXHIBIT "F"

CONDITIONAL USES, WAIVERS, INCENTIVES, AND BONUSES

I. CONDITIONAL USE SECTION – Section 21-19b

Item	Conditional Use - Items	Reason	Response
1	Multi-Family residential in DMZD	Multi-Family Component to Project	The residential component of the project will serve to provide an anchored customer demographic that will support the retail and restaurants components of the project as well as provide the requisite activity and energy necessary to activate the downtown district and sustain the commercial component of the project. (See also findings noted in Section II of this report.)
2	Ground Floor Residential use in Mixed Use Building in DMZD	Multi-Family Component has ground floor units at internal courtyard and along East Packwood Ave.	The applicant is proposing that less than 10 of the total 220 residential units will be located on the ground floor. The ground floor units are limited to the southern portion of the site at the corner of Packwood Avenue and Independence Lane. Only two of the units will front the street on Packwood Avenue. The remainder of the ground floor residential units will be located internal to the site. The lobby, business offices, and courtyard are also located on the first floor. (See also findings noted in Section II of this report.)
3	Drive-Thru in DMZD	Requesting multiple Drive-thru opportunities	The applicant is proposing three on-site drive-through lanes, two associated with restaurant uses and a third in conjunction with a bank. DRC recommendation is to stipulate that the number of drive-through uses will be limited to no more than two in this 3.218 acre block of the project area and that the drive-through bank proposed at the northeast corner of the site be removed from this proposal. The two remaining drive-throughs are consistent with criteria noted for Downtown Maitland. See findings below: (Also see also findings noted in Section II of this report.) The drive-through lanes are ancillary to the restaurants uses. Both are drive-through lanes will be internal to the development. The drive-through facilities will be integrated into the overall project design and meet the intent of ensuring traffic circulation (per section 23-2.4.2) and pedestrian activity and safety in the downtown. The drive-through lanes will be screened from view from public streets. The drive-through lanes will be integrated

Item	Conditional Use - Items	Reason	Response
			with the on-site circulation pattern and will be designed with pedestrian safety as the first priority. **<u>Location of drive-through facilities</u>** Drive-through facilities (service bays and windows) shall not be visible from public street. The two drive-through facilities near 17-92 are located behind a node of each building that projects and screens the drive- through window. Arcades are provided at the perimeter of the site and one drive- through is integrated within the parking garage. The third drive -through proposed in association with a bank use is recommended for elimination. **<u>Site design</u>**. To ensure pedestrian safety, the following standards shall be applied: 1) Access to drive-through site should be provided from side streets or existing service drives. The primary access for both proposed drive-through restaurants is from an internal circulation system. 2) Drive-through lanes (the area where vehicles stack up and wait for service) shall be clearly marked on the site plan and striped. The drive-through lanes shall be clearly marked on the site plan at the time of submission of the Final Site Plan review. 3) Drive-through lanes should be integrated with the on-site circulation and must be designed with pedestrian safety as the first priority. The drive-through lanes have been integrated with the on-site circulation pattern. 4) Drive-through lanes shall not be entered from, or provide exit directly into, a public right-of-way. The entrance to a drive-through lane shall be clearly marked and be located a minimum of 60 feet from the closest public right-of-way. This has been met for both proposed restaurant drive-through facilities. 5) Drive-through sites shall be designed so that pedestrians do not have to cross the stacking lane unless said stacking lanes are to be designed with a pedestrian crossing that is delineated by landscaping, curbing, and

Item	Conditional Use - Items	Reason	Response
			raised or decorative pavement to clearly delineate the pedestrian network. This shall be examined in detail during the Final Site Plan review and pedestrian crossings will be delineated if necessary. 6) No more than two (2) drive-through lanes shall be approved for any facility. Only one lane is proposed for each facility. 7) There shall be a minimum of four (4) stacking spaces per lane. The spaces shall be a minimum of twenty (20) feet in length and ten (10) feet in width, except along curved segments where they shall be a minimum of twelve (12) feet in width. Both drive-through facilities appear to meet these conditions on the concept plan that was submitted. This will be re-evaluated during the Final Site Plan review process. 8) Drive-through lanes shall be located out of view from public streets, at the rear or sides of the principal building. See b) above. 9) Drive-through stacking lanes shall be designed in a way that customers can exit the lane at any time before the drive-through window, for one of the drive throughs. For the second drive through a waiver has been granted. An alternate exit pattern will be required at Final Site Plan review. Address modifications to both of them if possible. 10) Drive-through lanes and designated by-pass lanes, if used, shall not interfere with required loading and trash storage areas. This shall be maintained for this site and noted as well during the Final Site Plan review. 11) No drive-through use shall be approved with ingress or egress driveways within three hundred (300) feet of a signalized intersection, unless a traffic analysis demonstrates that vehicles entering or leaving will not impair the efficiency or operation of the intersection. The traffic analysis shall be approved by the city's traffic engineer and acceptable to the city in the city's sole

Item	Conditional Use - Items	Reason	Response
			discretion. Drive-through #1 nearest the intersection of U.S. Highway 17-92 does not exit onto either noted street, but becomes part of the internal circulation pattern of the site. A traffic study submitted by TPD did not indicate that this drive-through would negatively affect this signalized intersection. Drive-through #2, is noted with the same response as above. However the concept plan indicates that this drive-through is in excess of 300 feet from the signalized intersection. 12) The number and width of curb cuts from the public streets shall be approved by the city's traffic engineer and said number shall be minimized to reduce interruptions of pedestrian flow on the public sidewalk. The City Traffic Engineer has reviewed the conceptual site plan. Curb cuts have been reduced in number and dimension with this development plan. Pedestrian activity has been stressed throughout this project with added walkways and arcades provided throughout the site plan and will continue to be a key review element as the Final Site Plan is submitted and reviewed. 13) No drive-in or drive-through use shall be approved within the geographic area bounded by Highway 17-92 on the East, Maitland Avenue on the West, Horatio Avenue on the North and Packwood Avenue on the South except by the City Council in association with the approval of a bonus as provided in section 23.2.7.2 (b) and only if the drive-through facility is integrated into the overall project design and meet the intent of ensuring safe traffic circulation (per Section 23-2.4.4) and pedestrian safety in the downtown. The proposed drive-throughs are located in the referenced geographic area listed in #13 and are requested in conjunction with the bonus criteria per City Code requirement. 14) No drive-in or drive-through restaurants or car-wash facilities shall be permitted in the Packwood District of the "Downtown Maitland Area" as defined herein [See Attachment "A" CRA District Map]. N/A – Meets criteria for #13 above.

Item	Conditional Use - Items	Reason	Response
			Section 21-5 XVI (d), (e) **(d) Impact on adjacent uses**. To minimize impact of drive-through facilities on adjacent uses, the following standards shall be met: (1) To reduce the impact of noise and pollution, drive-through facilities with windows and speakers shall not be located within one hundred (100) feet from any lot zoned for residential use. DMZD allows mixed use to include multi-family. No residentially zoned property is within 100 feet. (2) The sound coming out of the drive-through speakers shall not exceed sixty (60) dBA measured at adjacent residentially zoned lots. This is noted as a condition of approval for the Final Site Plan review. (3) Privacy walls, landscaping or other mitigation measures may be required as necessary. This does not appear to be needed in review of the concept plan. However this will be evaluated in greater detail during the final site plan reviews and mitigation measures applied if necessary. **(e) Building massing and design**. (1-3) Drive-through facilities shall be designed to enhance and improve the visual presentation of principal building's design and be compatible with the pedestrian scale of its surroundings. If canopies are proposed they will be reviewed and required to adhere to this section during Final Site Plan review. Drive-throughs have been integrated in the overall project design and will blend with overall design. This will be evaluated again in the Final Site Plan review. **(f) Landscaping and buffering standards.** The design of drive-through sites that are stand alone and not an integral part of the principal structure shall meet the requirements of the Maitland Landscape Code. Proposed drive-through restaurants are not stand alone. **(g) Conditional Use review.** The proposed drive-throughs #1 and #2 adhere to items 1-5 of this section.

Item	Conditional Use - Items	Reason	Response
			All items have been reviewed through the items listed above with the evaluation of the concept plan. They will be further reviewed again during the Final Site Plan review. There is not unreasonable contribution to air, noise or light pollution for adjacent properties with the location of these two noted drive-through facilities.

II. WAIVERS - Section 23-2.3 (b)1-5. Flexibility in Design Standards

The table below identifies the code sections and waivers requested, the reason for the wavier and a statement as to how each of the waivers requested meet the required waiver criteria.

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
A	Sec. 21-22.6 Off-street loading. (Quantity)	The Maitland Code requirements for loading for the residential areas are based upon a suburban garden apartment model. All apartment units are located in one building. It is technically impractical to provide upwards of 9 loading areas. The combined loading area requirement would require 8 to 9 individual off-street loading areas. This is inappropriate and excessive for this type and scale of project.	Combined loading area requirement would require 8 to 9 individual off-street loading areas. Two loading areas are proposed; one off of Packwood Avenue for the residential component and the second area will be provided within the retail area. The retail loading area is proposed to use the surface parking area during non-business hours. ***Section 21-22. (8) does permit Combined off-street loading.*** Collective, joint or combined provisions for off-street loading facilities for two (2) or more buildings or uses may be made, provided that such off-street loading facilities are equal in size and capacity to the combined requirements of the several buildings or uses and are designed, located and arranged to be usable thereby. Additional loading areas may be designated if needed utilizing parking stalls and specifying hours of use for loading purposes, and otherwise they would be used for parking purposes. This method has been used successfully with other projects. 1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP. The

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
			number and design of off-street loading areas are consistent with other types of mixed-use developments, can be combined with other onsite uses. Additional loading areas can be designated throughout the site, with specific hours of use delineated, that do not interfere with use as parking spaces at all other times. 2) The proposed waiver will not have a material negative impact on adjacent uses as the loading areas are located on-site. 3) Compliance with the requirement is undesirable based on site conditions as the project is designed as an urban mixed use project in the downtown core. The space required to provide the number of individual loading areas would impede the development from achieving the type of development intended for the downtown core. 4) The request will not have a material negative effect the public health, safety, and welfare. 5) The applicant may provide other information than that listed above to justify the request for waiver. *Refer to reason column.
B	Sec. 21-22.9 (b) Off-street loading. (Location)	The requirement for a loading dock at the rear of a building is technically impractical as all sides of the building are street frontages and there is no rear. The consideration for service/loading areas is for this project based upon traffic conditions and minimizing the aesthetic impact. In addition, the code requires loading areas to be located at the rear of the project. The project has no rear, 2 of the frontages are heavily trafficked streets and the 3rd street is to be designed for high aesthetic and place making features.	The project encompasses the entire block. Therefore, there is no rear. The loading area for the residential component has been placed off of Packwood Avenue and has been integrated into the design of the building along Packwood. Vehicles will be able to pull in off-street and unload for the apartment dwellers. Approximately 24 to 25 feet in depth will be provided for vehicles to pull in and unload. The width is roughly 35 feet for this service area. The garbage collection for the residential uses will be located in the service area as well which may include trash compactors. There will be a separate garbage collection point of service for the retail users on the north which will be integrated into the design of the retail component.

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
			1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP as the location of the off-street loading areas designed as an integral part of the building and will have decorative doors that will blend with the appearance of building and not detract from the aesthetics of street. 2) The proposed waiver will not have a material negative impact on adjacent uses as the loading areas are on-site. 3) Compliance with the requirement is technically impractical due as the project covers an entire city block. 4) The request will not have a material negative effect the public health, safety, and welfare. 5) *Refer to reason column.
C	<u>Sec. 23-2.4.1 Streets.</u> Modified Streetscape designs for frontage streets.	The required building geometry necessary to incorporate structured parking and mixed retail and residential use along with the existing irregular property lines along two frontages result in varying & non-standard R.O.W. and street configurations and the need to modify the specified streetscape options to meet the existing conditions. This is important to provide the walkable, active, street environment anticipated in the Comprehensive Plan and the DMZD. These modifications will not have a material negative impact on the surrounding neighborhood. Standards for an Independence Lane "festival street" configuration have not	Due to the existing site conditions, modifications are necessary in order to meet the intent of the streetscape standards. Streetscapes for the entire block will be designed and constructed as part of this single project and will provide for a unified design for each street with the four frontages included. This overall intent of the street section types I and II is being achieved. 1) The request is consistent with the CDP which recognizes that development regulations would be in place for each of the three specific areas within the Downtown: Waterhouse, Packwood, and Sawmill. This site is located with the "Core Area" of Downtown Maitland and is within the Packwood District and as such is a prominent component and has a distinctive location within Downtown Maitland. The request is consistent with the purpose of the LDC and the Downtown Maitland Master Plan. 2) The proposed waiver will not have a material negative impact on adjacent uses. The waiver will provide for <u>*a more unified*</u> streetscape for the entire block and therefore, meets the intent of the streetscape design

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
		been defined, which will result in the final configuration being adjusted when completed. In addition the model design options do not completely anticipate the existing street conditions and R.O.W's. Proposed designs provide landscape parkway options for all street frontages and accommodate public streetscape improvements outside of the City R.O.W.	standards. 3) Compliance with the requirement is technically impractical due to the irregular property lines in combination with varying and no standard rights-of-ways. Approval of the waiver will result in superior design that encompasses an entire city block in the downtown core. 4) The request will not have a material negative effect the public health, safety, and welfare. The streetscape proposed, will provide a benefit for the public with sidewalks, parkways activity areas (arcades) along a four streets within a 3.218 acre tract within the Downtown Core. 5) *Refer to reason column. Please see additional information on included with this Attachment B which includes Conceptual Technical Drawings.
D	Sec. 23-2.5.3(e) Activity area. Building placement on Packwood Ave.	The proposed building placement provides enhanced sightlines to the west and the new Maitland City Hall. Compliance with the Code requirements would result in blocked views to the west. The proposed setback will result in a superior placemaking result.	The proposed building placement will provide enhanced sightlines to the west and of City Hall. Strict adherence to the building placement requirement would result in blocked views to the west and of City Hall. The waiver will result in a superior product by preserving a visual corridor of City Hall. 1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP as it is being designed as an urban pedestrian oriented mixed-use project creating a destination retail corridor in the downtown core. 2) The proposed waiver will not have a material negative impact on adjacent uses. 3) Compliance with the requirement is technically impractical based on site conditions and the waiver will result in superior design by achieving and preserving a visual corridor of City Hall. 4) The request will not have a material negative effect the public health, safety, and welfare. 5) Refer to reason column.

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
E	Sec. 23-4.3(d) Parking garages. Depth of active use areas along the parking garage.	The recessed garage frontage along 17-92 frontage provides exiting vehicles with enhanced views of both pedestrians and traffic. This will not have material negative impact on adjacent uses or public health and safety. Along the Independence Lane frontage the retail frontage and activity/arcade area exceed 30' and provide active use areas along the street edge.	The 17-92 corridor is expected to have less activity than Independence Lane due to the heavy traffic. The parking garage frontage on US 17-92 comprises only 25 percent (+/-) of the block and is recessed from the street frontage by an 8-foot arcade activity area and a parallel drive exit lane for a proposed drive-through. The balance of the corridor has active uses areas both to the north and south, thus achieving the intent and feel of an activity area commensurate with the anticipated level of pedestrian traffic. The parking garage frontage along Independence Lane coincides with an irregular property line creating a need to reduce the depth of the activity area by up to four feet along the garage frontage. The depth of the activity area coupled with an 8-foot deep activity area arcade achieves the intent and feel of a more heavily trafficked activity area. 1) The request is consistent with the CDP, the purpose of the LDC and the Downtown Maitland Master Plan as the activity areas coupled with the 8-foot arcade design along 17-92 and Independence Lane will achieve the required intent and feel of a pedestrian oriented activity area. In addition, the project encompasses over three acres and an entire block which will draw substantially more activity to the area as opposed to a smaller project or one that only fronts one street. 2) The proposed waiver will not have a material negative impact on adjacent uses, but creates a destination retail corridor in the downtown core. 3) The project encompasses an entire city block which will also result in the ability to achieve a superior design by enabling the development of a unified design and aesthetic of an entire block within the downtown core. See comments in this column. 4) The request will not have a material negative effect the public health, safety, and welfare.

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
			5) * Refer to reason column.
F	Sec. 23-2.5.6. IV. (b) Landscaping and screening standards.	The surface parking lot provides a portion of the parking for the retail activities. While this lot is an important draw for passing patrons informing the passing driver of the location and access to parking, the bulk of the retail parking is in the garage. The remaining surface parking is configured in bays of 5 to 8 spaces between landscape areas. The placement of 11 adjacent parking spaces between landscape islands will not have a material impact on the adjacent uses or neighborhood and will not have a material impact on public health safety and welfare. The impact will be further mitigated by the landscape areas extending along the length of the parking area.	One row of parking exceeds the maximum of 10 required consecutive spaces without a landscaped break by 1 space. The surface parking area contains a total of 36 parking spaces and 10 landscaped parking islands with the landscape breaks occurring from 2 to 11 consecutive spaces. The overall average is 1 landscape island for every 4 parking spaces thereby meeting the intent of the code. 1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP as it provides an adequate number of landscape islands on site for surface parking. 2) The proposed waiver will not have a material negative impact on adjacent uses. 3) Compliance with the requirement is undesirable based on site conditions and only occurs at a single location. Overall the surface parking area includes one landscape break for every four surface parking spaces. 4) The request will not have a material negative effect the public health, safety, and welfare. 5) Refer to reason column.
G	Allow the open are landscape and hardscape plans including tree and planting schedules to be provided for review and approval separately in a subsequent submittal based upon DMZD standards.	The successful programming and design of the streetscape along Independence Lane is important for the project and the City. The currently discussed goals do not fit any of the models as codified in the DMZD code. Since the City's goals and program for Independence Lane are not finalized, major streetscape and landscape elements along that corridor as well as their integration with the connecting corridors will require additional time for design and review by all	1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP. The City will require a final landscape plan in conjunction with the Final Site Plan review and approval. Plantings will be reviewed in conjunction with Downtown Maitland requirements at that time. Modifications and enhancements will be evaluated and applied accordingly. 2) The proposed waiver will not have a material negative impact on adjacent uses, or the applicant proposes to mitigate the negative impact to be created by the waiver. 3) Compliance with the requirement is technically impractical or undesirable based on site conditions, or approval of the waiver will

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
		parties. The design of these areas can be most successfully developed along with the overall building and interior open area designs. As final landscape and hardscape plans are dependent upon the development of streetscape designs the submission of landscape schemes at this preliminary point is impractical. As streetscape requirements, especially the goals for Independence Lane, are flushed out and able to be further refined, landscape and hardscape plans based upon City comments and DMZD standards can be submitted for review. The delay in submission of landscape schemes and a subsequent review by City staff will not have a material negative impact on the adjacent uses or health and welfare of the public.	result in superior design The concept plan designates only general landscape locations such as islands and streetscape locations. The Final Site Plan review will allow the City the ability to evaluate and apply the City Codes at that time. 4) The request would not have a material negative effect the public health, safety, and welfare. 5) *Refer to reason column.
H	Sec. 21-6. II(e)(2) Building Height	The proposed building shall provide equivalent massing/height as a 2 story building at the Horatio/17-92 corner. This massing composition provides a stepped configuration from the corner to the main building. The steps start with a tall 1 story mass and progress to a 4 story mass at Independence and Horatio and to the final main 6 story mass with a stepped back 5th and 6th floor	The building will achieve a minimum height of 23' - equivalent to the minimum height required for a 2- story building and therefore meet the intent of the requirement. 1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP as the building will be designed to appear as if it does have a second story. The remainder of the site comprises multiple stories. 2) The proposed waiver will not have a material negative impact on adjacent uses. 3) Approval of the waiver will result in superior design by creating a gradual stepping of the building massing from low to high for south bound motorist and pedestrians.

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
		along the street edges. This alternative to a 2 story building will not have a material negative impact upon the adjacent uses or have any impact on the health and welfare of the public. The tall 1 story building will result in a superior design.	4) The request will not have a material negative effect the public health, safety, and welfare as the height variation will provide for a visual break horizontally on the site 5) Refer to reason column.
I	Sec. 23-2.4.1(IV)(a) Streets	The code limits the vehicular entrances to a width of 22' for a two way entrance and a 12' width for a one way drive. Given the traffic flows and traffic counts the wider entrances will provide enhanced maneuverability in and out of the site. Wider vehicle entrances especially along a heavily traveled frontage streets will allow for more efficient vehicular access onto the property. The additional 2' of width will not have a material negative impact and by providing an easier turning radius provide enhanced effect on public health and safety.	The bulk of the parking will be accommodated in the parking garage and the remainder will be with off-street and surface parking. With the entrance and majority of the traffic flow for project will be through the surface parking areas, wider entrances and travel lanes will provide enhanced maneuverability in and out of the site. 1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP as the project is designed with limited surface parking and a multi-story parking garage which will house the bulk of the parking. The increased width will enhance both vehicular and pedestrian maneuverability and safety within the downtown core. 2) The proposed waiver will not have a material negative impact on adjacent uses. 3) Approval of the waiver will result in superior design by enhanced maneuverability and safety relating to ingress and egress for the site. 4) The request will not have a material negative effect the public health, safety, and welfare. 5) *Refer to reason column.
J	Sec. 21-5(XVI)(c)9 Drive-through	Two drive-through lanes have been requested. Sec. 21-5(XVI)(c)9 of the zoning code requires that drive-through stacking lanes shall be designed in a way that customers can exit the lane at any time before the drive-	1) The request is consistent with the CDP, the purpose of the LDC, and the DMMP as the location of the drive-through window and width of the drive-through lane will be adjusted to the extent physically possible to make every effort to enable drivers to exist the drive-

	Section/Waiver Description	Applicant - *Reason	Section 23-2.3 (b)1-5. Flexibility in Design Standards (Waivers)
		through window. The applicant has voluntarily reduced the number of drive-through lanes requested from three to two. The applicant is able to meet this requirement for one of the two remaining drive-through lanes, but not the other. The drive-through lane runs adjacent to a wall of the multi-story parking garage and it would be technically impractical to relocate the garage wall. Every effort will be made to widen the drive-to the extent possible and locate the drive-through window in a manner to enable one to exit the lane. The width of the drive-through lane and location of the window will be determined at Final Site Plan review.	through lane before the drive-through window. 2) The proposed waiver will not have a material negative impact on adjacent uses as the loading areas are on-site. 3) Compliance with the requirement is technically impractical the wall of the parking garage cannot be moved to accommodate the drive-through. 4) The request will not have a material negative effect the public health, safety, and welfare. 5) Refer to reason column.

III. <u>Bonuses - Bonus Section 23-2.7.2</u>

Types of development bonuses include: 1) Building height bonus; 2) Density and Intensity Bonuses within the TOD Study Area A, and 3) Drive-through facilities

Bonus Program 23-2.7.2	**Bonus Available**	**Bonus Justification 23.-2.7.2 (a) (2)(i), (ii), and (c)**
Overall project benefits		The bonuses will provide the ability to:
Section 23-2.7.2 (b)(1). Building height	Maximum bonus in DMZD is up to 8 stories.	*Maximum bonus in DMZD is up to 8 stories. The request is to increase to the buildings with residential and mixed-use components from 5 to 6 stories and to 7 stories above grade level for the roof deck for the parking garage* The project provides for ground floor retail and an economically viable residential component that allows for activation of the street, enhanced walkability and an onsite clientele base for the commercial activities. Section 23-7.7.2 (b) (1) Maitland City Center is a $65 million improvement designed to activate Independence Lane and have a catalytic effect in the redevelopment of Downtown Maitland through the introduction of quality retail and restaurants and 350 to 400 on-site residents. The project will result in the redevelopment of one city block and the associated streetscape along each of the street frontages in the DMZD.
Section 23-2.7.2 (b)(2) Density and intensity bonus within the TOD Study Area A (residential)	Maximum density bonus 3+ Acres – 68.75 DU/AC	*Maximum density bonus of 25% increase in density for properties with over 3 acres in size from 55 DU/AC to **68.75 DU/AC.** The increased intensity will provide an economically viable residential component that provides eyes on the street and the potential for 24 hour activity at the city center to enhance the non-transient demand for commercial activity.* The project provides an economically viable residential component that provides eyes on the street and the potential for 24 hour activity at the city center to enhance the non-transient demand for commercial activity. Section 23-7.7.2 (b) (2) Maitland City Center's proposed residential density allows for an anchored customer demographic that will support the desired "character" retail shops and restaurants envisioned for Downtown Maitland. This anchored customer base (residents) will not only patronize businesses, but provide the requisite activity and energy to

		make Downtown Maitland a true destination for other residents and visitors. This increased residential density also supports the City's goals and objectives for TOD Study Area A.
Section 23-2.7.2 (b)(2) Density and intensity bonus within the TOD Study Area A (intensity)	Maximum F.A.R. Bonus 3+ Acres – 2.5 F.A.R.	*Maximum intensity bonus of 25% increase in intensity for properties over 3 acres in size from FAR 2.0 to* ***2.5 FAR.*** *The increased intensity will provide an economically viable residential component that provides eyes on the street and the potential for 24 hour activity at the city center to enhance the non-transient demand for commercial activity.* The project provides an economically viable residential component that provides eyes on the street and the potential for 24 hour activity at the city center to enhance the non-transient demand for commercial activity. Section 23-7.7.2 (b) (2) Maitland City Center's proposed area density allows for an anchored customer demographic that will support the desired "character" retail shops and restaurants envisioned for Downtown Maitland. This anchored customer base (residents) will not only patronize businesses, but provide the requisite activity and energy to make Downtown Maitland a true destination for other residents and visitors. This increased area density also supports the City's goals and objectives for TOD Study Area A.
Section 23-2.7.2 (b)(4) Drive-through	Drive-through approval.	Drive-through uses within the geographic area bounded by Highway 17-92 on the East, Maitland Avenue on the West, Horatio Avenue on the North and Packwood Avenue on the South may be approved by city council. The drive-through facility has been integrated into the overall project design and meets the intent of ensuring traffic circulation and pedestrian activity and safety in the downtown. The drive-through facilities will be integrated into the overall project design and meet the intent of ensuring traffic circulation (per section 23-2.4.2) and pedestrian activity and safety in the downtown. The drive-through lanes will be screened from view from public streets. The drive-through lanes will be integrated with the on-site circulation pattern and will be designed with pedestrian safety as the first priority. Drive-through facilities are a required feature by nationally recognized commercial retail/restaurant destination tenants. These tenants provide services for both the on property residents and a local customer base

		and act as a draw and anchor for the remaining character retail that is an important element in activating the downtown district. As an initial project providing a transition from a suburban to more urban development pattern Maitland City Center must provide some of the features that are required by nationally recognized commercial retail/restaurant destination tenants. These tenants will provide services for both the on property residents and a local customer base and act as a draw and anchor for the remaining "character" retail that is an important element in activating the downtown district. These anchor tenants are critical to leveraging the critical mass of retail and commercial activity and energy necessary to activate the customer base to meet the City's goals for the downtown.

Section 23-2.7.2 (b) Bonus Program. Types of development bonuses include: 1) Building height bonus, 2) Density and intensity bonuses, and 3) Drive-through facilities.

Section 23-2.7.2 (c) Improvements eligible for bonuses, permits applicants the ability to request development bonuses for specific on-site improvements that facilitate the preferred form of development within Downtown Maitland above and beyond the standards required herein. These improvements include: 1) Public parking garage, 2) Complete streets/streetscape, 3) Downtown capital projects, 4) Public open space and amenities, 5) Transit support facilities, 6) Underground utility lines, and 7) Other improvements.

The applicant is proposing to include the following eligible improvements into the project for the bonuses requested above.

(2) Complete streets/streetscape. The developer modifies the design of the street along the entire block, from intersection to intersection, to match the complete street design specified in Section 23-2.4.

The development encompasses an entire city block, thus completing four street frontages in the downtown core. In addition, as the block is being developed at the same time by a single developer it will result in a unified design of the streetscape for a premier city block in the downtown core.

(3) Downtown capital projects. The applicant volunteers to construct, or to contribute financially to complete, capital projects identified by the city as needed in the downtown.

The applicant has the option to participate in two capital projects in the downtown core; the construction of a portion of the wastewater system and streetscape upgrades along the rights-of-way. In addition, construction of Independence Lane shall be included.

(4) Public open space and amenities. The development includes significant public open space and amenities. Significant open space shall mean an area of at least eight hundred (800) square feet for use by the general public, and amenities may consist of fountains, sculptures, and/or seating areas. Outdoor seating areas, accessory to restaurants, may be used to satisfy this requirement. However, should the tenant change, the seating area must be preserved as such.

Based on the size of the development, the city may require a larger open space area or additional amenities to qualify for the bonus height.

The applicant is proposing the construction of open space amenities within the project which includes covered arcades which encompass the perimeter of the project for the predominance of the block area. Even though an arcade or similar feature is required along Independence Lane, they are not required along U.S. 17-92, which alone provides roughly 4,400 square feet of open space in the form of a covered arcade area and street furniture. U.S. 17-92 alone represents over 5 times the significant public space as the minimum of 800 square feet listed for this category.

The covered arcades continue along Packwood Avenue and Horatio Avenue which adds walkable, functional open space with protection from the elements. This will enhance the walkability of the core area for this block provides a covered venue and an overall enhancement of the total environment for the Independence Lane area which is a desired focal point for the City's "festival street" for the future.

(5) Transit support facilities. The project includes facilities to accommodate existing or planned public transit. This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots, otherwise not required in this code.

The development is located within TOD Study Area A which is served by the SunRail station as well as a Lynx bus route along US 17-92. The applicant is proposing to provide a bus shelter/bench along US 17-92.

IV. **Incentives Off-Site Infrastructure – Off site credits Section 23-2.7.1 (b)**

Off-site infrastructure for pervious – accommodation of off-site pervious surface - Off-site infrastructure may be accommodated at a City facility or an off-site private property if available.

The Property shall be deemed to be in compliance with all open space and permeable space requirements of City, whether set forth in the DMRP, DMSD, DMZD or elsewhere upon (a) City's approval of the construction plans for the Development Improvements as shown on the Conceptual Site Plans in accordance with City's formal site plan review process, as it relates to the streetscape along US 17-92, Independence Lane, Packwood Avenue, and Horatio Avenue, as well as the other off-site Development Improvements, and (b) Developer's completion of each consistent with such approved construction plans.

(a) Off-site credit for connection to the regional pond shall be based upon Item 12 Stormwater Access and Improvements of the DA.

EXHIBIT "G"

ALTERNATIVE PARKING STUDY

"G"

Littlejohn

Memorandum

DATE: 9/25/14 **PROJECT NO.:20140151**

TO: VERL EMRICK

FROM: GEORGE KRAMER, AICP

CC: DAVID LAMM, JIM WILLIAMS, DICK WELLS, SARA BLANCHARD

SUBJECT: MCC PARKING ANALYSIS

The purpose of this memorandum is to summarize the findings of Littlejohn's parking analysis of the proposed MCC development.

This study was conducted by Kok Wan Mah, PE, a Senior Transportation Engineer at Littlejohn. His analysis utilized ITE Parking Generation, 4th Edition (2010) for parking demand and ULI Shared Parking, Second Edition (2005) to determine the parking demand profile for time of day. This study was to determine peak projections, and therefore, a comparison was made between weekday and weekend utilization rates to determine the highest peak for this mixed-use project. Both periods show similar parking demand, with the weekend slightly higher because of the retail and restaurant uses.

Based on the most recent information received from the MCC Development team, the proposed mixed-use project includes 505 onsite parking spaces (469 garage and 36 surface.) The attached analysis demonstrates that the proposed onsite parking provides adequate capacity over the course of an average design day. However, there may be specific days out of the year when the on-site capacities may exceed available spaces. These include holiday shopping, street festivals and other special events.

As shown in the attached City Parking exhibit there are 135 city-owned spaces, including three lots for City staff and twenty-four on-street parking spaces, which may be considered as supplemental supply during these special peak periods. While this peak hour period will likely occur after normal City Hall business hours, it should be noted that evening meetings, including City Council and Planning and Zoning, are scheduled during the week. With a MCC/City total supply of 640 spaces, these spaces would seem sufficient to support evening meetings during a MCC peak period.

Based on this analysis there appears to be adequate parking on the MCC site to support the proposed development program. Leveraging city parking spaces, through shared use, and during special events and holidays to support a long-desired redevelopment project that is part of an overall vision for a new Downtown is sound and prudent public policy. The MCC project is consistent with the Goals and Policies of the City's Comprehensive Development Plan as well as the Downtown Maitland Revitalization Plan and it has the potential, as the initial mixed-use project in the core, to serve as a catalyst for future redevelopment in the area. We recommend that the City work with the Applicant to development a shared parking agreement. Under this scenario, and in recognition of the City's willingness to support the parking demands of the project, we also recommend that the Applicant re-evaluate its surface lot parking configuration, including the proposed bank drive through, to maximize onsite parking. Lastly there are several private lots, including two banks and a church, within close proximity to the project site, which the applicant should consider for shared parking agreements.

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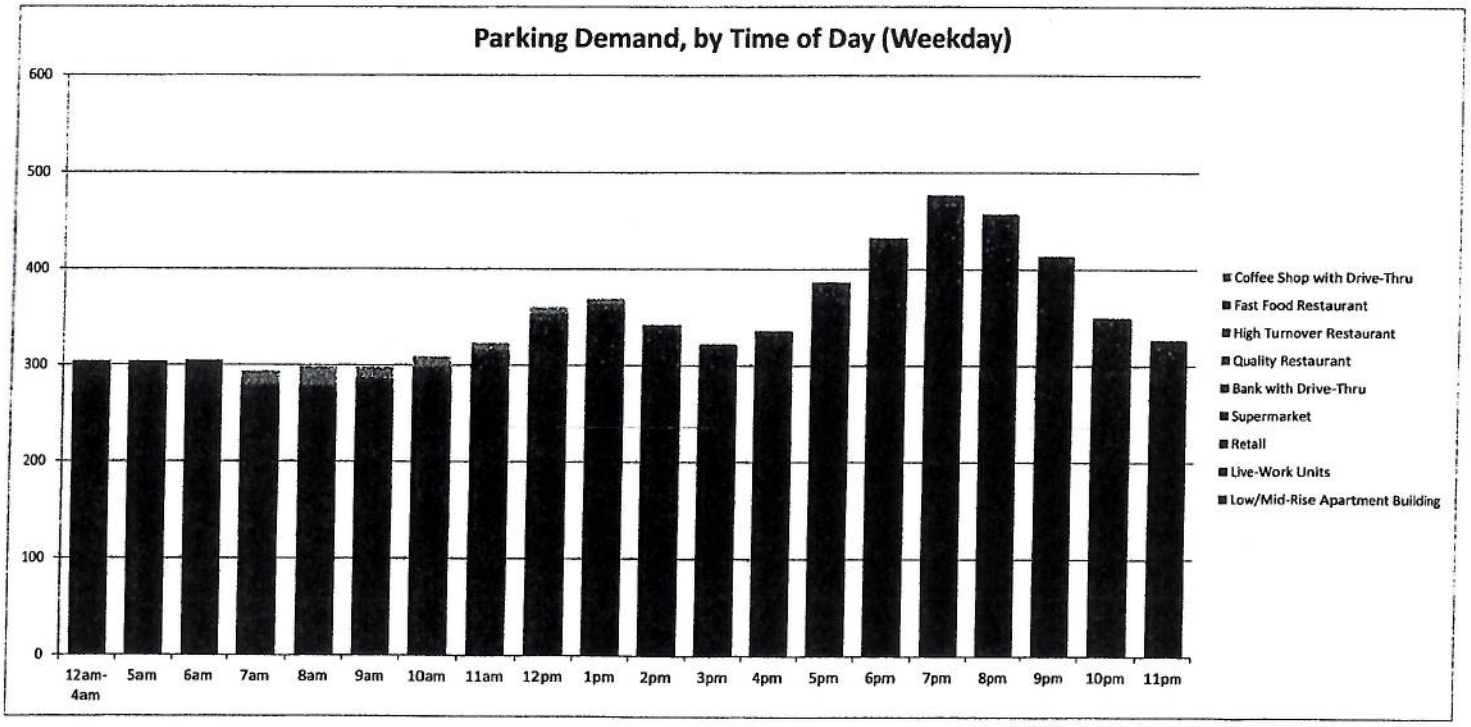
Weekday Peak Parking Demand & Shared Parking Analysis - Maitland City Centre

Land Use	ITE Code	Intensity	Peak Period	Pk Parking Demand	Spaces per Land Use Intensity	12am-4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
Low/Mid-Rise Apartment Building	221	220 Occ DU	Weekday, Urban	264	1.20 per Occ DU	264	264	264	238	224	211	198	185	172	185	185	185	198	224	238	256	259	261	264	264
Live-Work Units	221/710	30 Occ DU 5.1 KSF	Weekday, Urban	37	1.85 per Occ DU	36	36	36	35	36	37	35	33	32	33	33	33	35	36	33	35	36	36	36	36
Retail	820	11.75 KSF	Non-Fri Weekday (Dec)	59	5.05 per KSF	3	3	3	3	11	23	40	54	59	58	56	52	46	37	38	46	42	25	3	3
Supermarket	850	6.36 KSF	Weekday, Urban	14	2.27 per KSF	0	0	0	1	2	4	9	10	14	14	14	14	14	13	11	9	4	1	0	0
Bank with Drive-Thru	912	1.95 KSF	Weekday	8	4.00 per KSF	0	0	0	1	4	7	8	4	4	4	5	4	6	8	2	0	0	0	0	0
Quality Restaurant	931	6.98 KSF	Weekday	74	10.60 per KSF	0	0	0	0	0	0	0	15	38	41	30	20	20	29	53	74	72	44	19	0
High Turnover Restaurant	932	4.00 KSF	Weekday, Suburban	53	13.30 per KSF	0	0	0	0	0	3	4	9	26	21	14	10	12	32	50	53	43	45	26	23
Fast Food Restaurant	934	1.05 KSF	Weekday	9	8.20 per KSF	0	0	1	2	2	1	4	5	9	8	5	4	5	8	8	4	2	2	2	1
Coffee Shop with Drive-Thru	937	1.80 KSF	Weekday	19	10.40 per KSF	0	0	0	14	19	12	11	8	7	5	0	0	0	0	0	0	0	0	0	0
Total				**537**		**303**	**303**	**304**	**294**	**298**	**298**	**309**	**323**	**361**	**369**	**342**	**322**	**336**	**387**	**433**	[illegible]	**458**	**414**	**350**	**327**

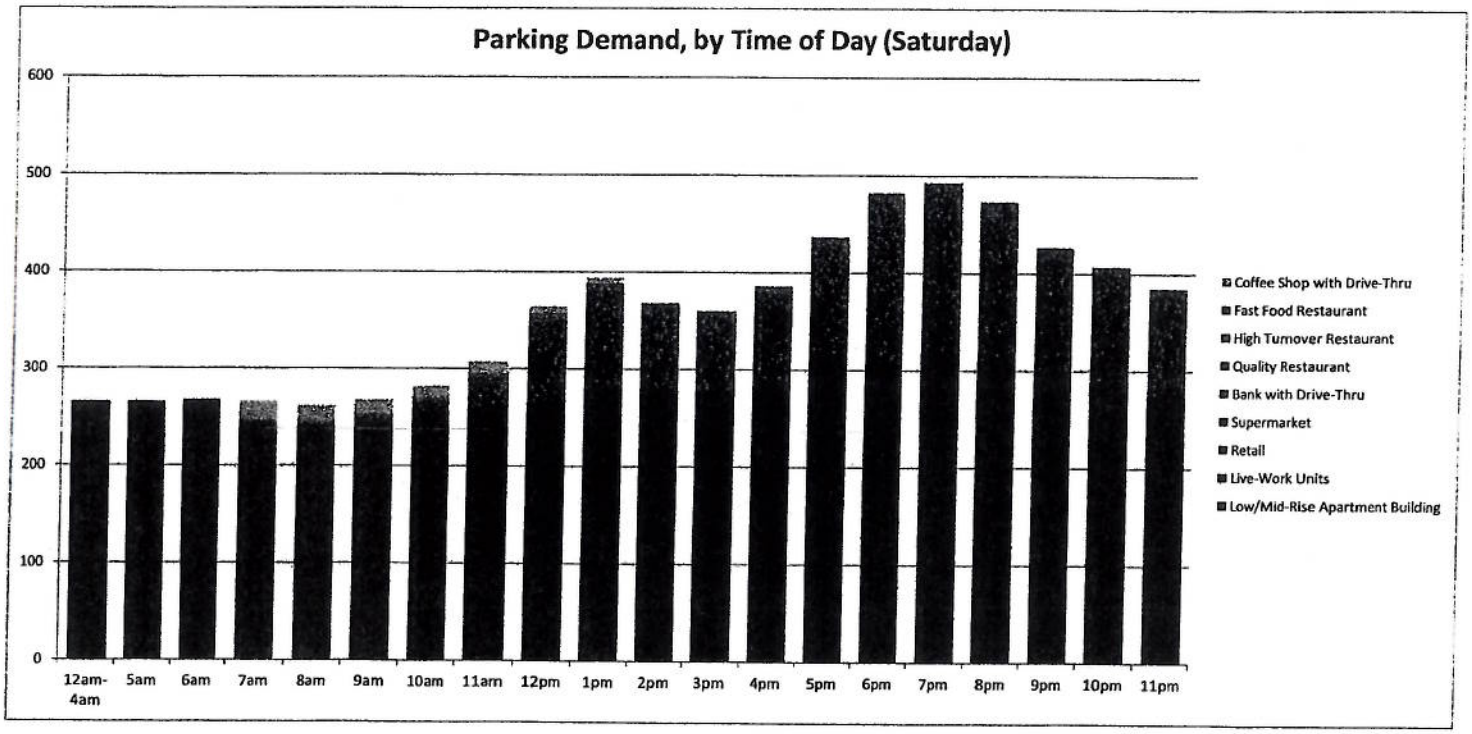
Notes: For urban conditions, the average number of bedrooms for the Low/Mid-Rise Apartment Building is 1.9 bedrooms per dwelling unit, based on 11 study sites.
ITE Parking Generation, 4th Edition (2010) utilized for parking demand

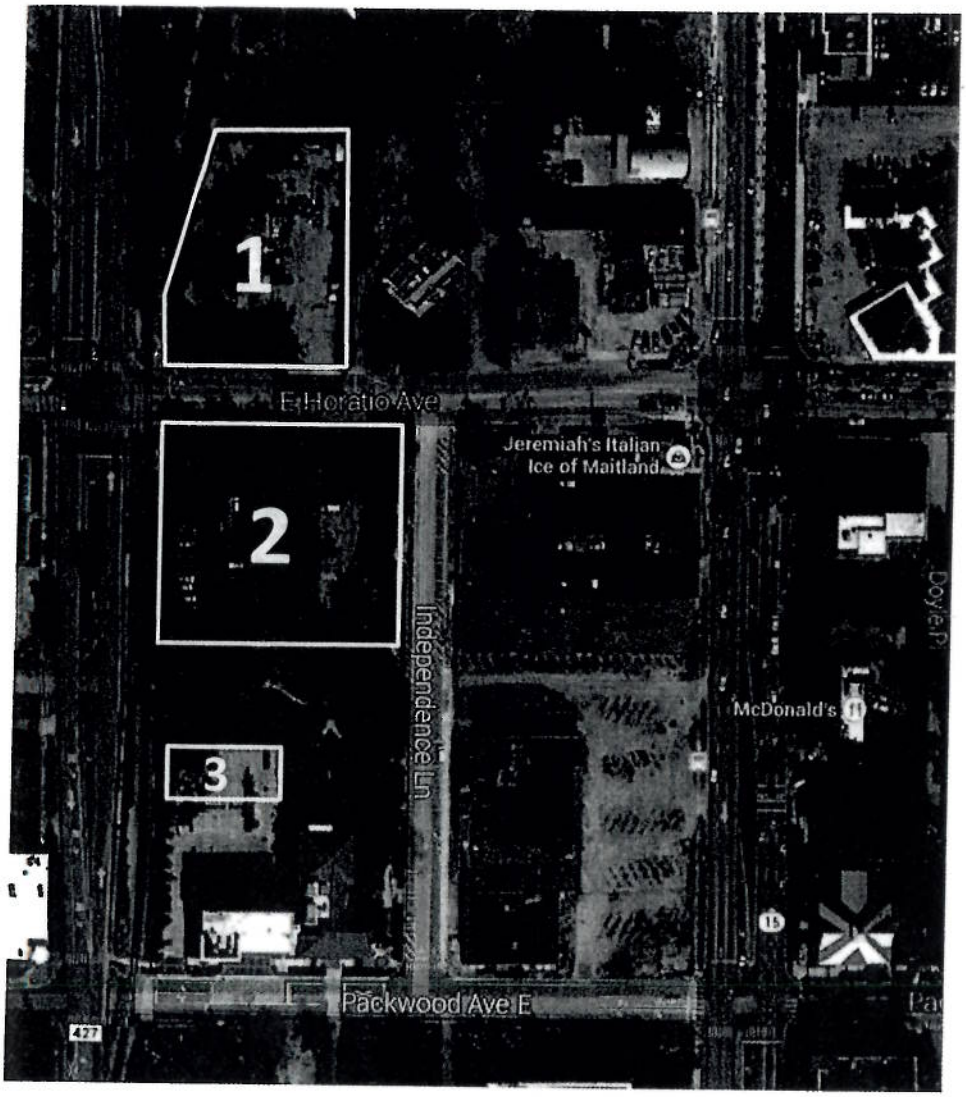

Parking Demand, by Time of Day (Weekday)
600
500
400
300
200
100
0
12am-4am
5am
6am
7am
8am
9am
10am
11am
12pm
1pm
2pm
3pm
4pm
5pm
6pm
7pm
8pm
9pm
10pm
11pm
Coffee Shop with Drive-Thru
Fast Food Restaurant
High Turnover Restaurant
Quality Restaurant
Bank with Drive-Thru
Supermarket
Retail
Live-Work Units
Low/Mid-Rise Apartment Building

Saturday Peak Parking Demand & Shared Parking Analysis - Maitland City Centre

Land Use	ITE Code	Intensity	Peak Period	Pk Parking Demand	Spaces per Land Use Intensity	12am-4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
Low/Mid-Rise Apartment Building	221	220 Occ DU	Saturday, Urban	229	1.04 per Occ DU	229	229	229	206	194	183	172	160	149	160	160	160	172	194	206	222	224	227	229	229
Live-Work Units	221/710	30 Occ DU 5.1 KSF	Weekday, Urban	36	1.82 per Occ DU	36	36	36	35	36	36	35	33	32	32	30	28	29	32	33	35	36	36	36	36
Retail	820	11.75 KSF	Sat (Dec)	69	5.91 per KSF	0	0	1	3	7	21	35	45	56	63	69	69	66	63	56	52	45	35	24	10
Supermarket	850	6.36 KSF	Saturday, Suburban	25	3.92 per KSF	0	0	0	1	4	6	14	15	22	25	22	22	21	19	12	10	6	2	0	0
Bank with Drive-Thru	912	1.95 KSF	Saturday	7	3.47 per KSF	0	0	0	0	2	3	5	7	6	2	0	0	0	0	0	0	0	0	0	0
Quality Restaurant	931	6.98 KSF	Saturday	115	16.40 per KSF	0	0	0	0	0	0	0	17	57	63	52	52	52	69	103	109	115	103	103	103
High Turnover Restaurant	932	4.00 KSF	Saturday, Suburban	65	16.30 per KSF	0	0	0	0	0	3	5	13	27	35	30	25	41	52	65	61	46	22	13	6
Fast Food Restaurant	934	1.05 KSF	Weekday	9	8.20 per KSF	0	0	1	2	2	1	4	5	9	8	5	4	5	8	8	4	2	2	2	1
Coffee Shop with Drive-Thru	937	1.80 KSF	Saturday	19	10.40 per KSF	0	0	0	19	17	15	12	12	7	6	0	0	0	0	0	0	0	0	0	0
Total				573		265	265	267	266	262	268	282	307	365	394	368	360	386	437	483	[illegible]	474	427	407	385

Notes: ITE Parking Generation, 4th Edition (2010) utilized for parking demand
Parking demand profile for time of day sourced from ULI Shared Parking, Second Edition (2005)


Parking Demand, by Time of Day (Saturday)
600
500
400
300
200
100
0
12am-4am
5am
6am
7am
8am
9am
10am
11am
12pm
1pm
2pm
3pm
4pm
5pm
6pm
7pm
8pm
9pm
10pm
11pm
Coffee Shop with Drive-Thru
Fast Food Restaurant
High Turnover Restaurant
Quality Restaurant
Bank with Drive-Thru
Supermarket
Retail
Live-Work Units
Low/Mid-Rise Apartment Building



City Parking

Lot 1:	51 spaces
Lot 2:	38 spaces
Lot 3:	22 spaces
On-street*:	24 spaces
TOTAL**:	135 spaces

*On-street parking figures include existing and proposed spaces along Packwood and Independence.

**-Restriping of lots 1 and 2 may yield up to 12 additional spaces, increasing capacity to 147 city -owned parking spaces