

Prepared by and Return To:
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Shutts & Bowen LLP
300 S. Orange Ave., Suite 1000
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AGREEMENT FOR REDEVELOPMENT AND DISPOSITION OF PROPERTY
(UPTOWN MAITLAND WEST PROJECT)

THIS AGREEMENT is made and entered into this 20th day of August, 2004, by and among 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 III of Chapter 163, Florida Statutes ("CRA"), and **BSP/Florida, LLC**, a Florida limited liability company ("Developer"), whose address is 301 East Pine Street, Orlando, Florida 32801.

R E C I T A L S:

WHEREAS, Developer is the contract purchaser of that certain property located within the City limits and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, City is the owner of that certain property located within the City limits and adjacent to the Property, which property is more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**City Property**"); and

WHEREAS, City has previously entered into that certain Developer's Agreement Uptown Maitland East with Uptown Maitland, LLC ("**Uptown East**"), the contract purchaser of that certain property located within the City limits and adjacent to both the Property and the City Property, as more particularly described on Exhibit "C" attached hereto and made a part hereof (the "**Uptown East Property**"), recorded on August 28, 2003 in Official Records Book 7124, Page 4628, Public Records of Orange County, Florida (the "**East Agreement**"); and

WHEREAS, City desires that the Property, the City Property, the Uptown East Property, and certain other property adjacent to the Property and the Uptown East Property and more particularly described on Exhibit "D" attached hereto and made a part hereof (the "**Infill Property**"), be redeveloped as a key area of City's downtown (the Property, the City Property, the Uptown East Property and the Infill Property are collectively referred to as the "**Uptown Maitland Property**"); and

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

WHEREAS, the Florida legislature has found that government sponsored public-private partnerships and the promotion and support, including financial assistance, of economic development activities is in the public interest and achieves a public benefit; and

WHEREAS, City desires to encourage private sector redevelopment of the Orlando Avenue (U.S. 17-92) corridor and is willing to enter into this Development Agreement to provide for, implement and encourage a quality development of the Property, that (i) is consistent with the Maitland Comprehensive Development Plan, 2001-2020 ("**MCDP**"); and (ii) implements the traffic circulation and stormwater requirements for the Packwood District depicted and promoted in the Downtown Maitland Revitalization Plan ("**DMRP**"), attached hereto as **Exhibit "E"** and made a part hereof; and

WHEREAS, the proposed development of the Uptown Maitland Property, as set forth herein and in the East Agreement, provides the cornerstone of future development in the Packwood District, in that (i) City desires to construct and operate the first regional stormwater pond (the "**Pond**") with a surrounding park area (the "**Park**") in order to facilitate the development of other properties in the Packwood District, and (ii) City desires to complete the extension of Sybelia Avenue (also known as Swoope Avenue), which is the second major roadway congestion management project for the DMRP (the "**Roadway**"). The Roadway, together with the Pond and the Park and the utilities required to service the Uptown East Property shall constitute the "**Public Improvements**" as described in **Exhibit "F;"** and

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

WHEREAS, Developer desires to acquire the "**Uptown Maitland West Property,**" which consists of and is defined as follows: the Infill Property, the portions of the Uptown East Property and the City Property which will be west of the Roadway (the "**Uptown East Sliver Parcel**" and the "**City Sliver Parcel,**" respectively, and collectively the "**Sliver Parcels**") and the Property, less those portions conveyed to City for Public Improvements; and

WHEREAS, Developer intends to construct on the Uptown Maitland West Property: (i) a minimum of 275 and a maximum of 375 multi-family residential units, (ii) a minimum of 20,000 and a maximum of 45,000 square feet of retail/office commercial space; and (iii) a parking structure accommodating up to 900 parking spaces between the buildings so as not to be seen from the streets and other associated improvements, all of which shall constitute the "**Development Improvements**" as described in **Exhibit "G;"** and

WHEREAS, Developer hereby affirms and acknowledges that everything contracted for, negotiated with, granted to, acknowledged, affirmed, conveyed and set over to City herein by Developer, is done freely and voluntarily; and

X **WHEREAS**, City and the CRA are authorized by home-rule powers and Part III of Chapter 163, Florida Statutes to enter into development agreements, and City duly scheduled, advertised and held a public hearing on July 12, 2004, and the Maitland City Council and Community Redevelopment Agency duly scheduled, advertised and held a second public hearing, a joint

meeting to consider this Agreement on August 16, 2004, and heard all persons desiring to speak for and against said Agreement; and

WHEREAS, City 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 the redevelopment and revitalization project, with the expectation that their involvement will encourage and accelerate the timing of the redevelopment, thus generating additional tax increment 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.

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. **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 and CRA Objectives –**

- (i) To obtain from Developer all information that is necessary to proceed with City's site plan review process for the Uptown Maitland West Property, and all information that is necessary to proceed with the approval of a subdivision plat (the "**Plat**") for the Uptown Maitland Property, consistent with Chapter 7.5 of the Maitland Code, all within the time frames outlined in **Exhibit "H"**, Time Frames for Development Applications Review, attached hereto and incorporated herein; and
- (ii) To insure the design and construction of improvements on the Uptown Maitland West Property are consistent with the design standards adopted in the DMRP; and
- (iii) To insure a minimum mix of uses and square footages on the Uptown Maitland West Property as is necessary to (i) support the objectives of the DMRP, and (ii) create and maintain a high level of quality and character for the Packwood District of the DMRP; and
- (iv) To insure the construction of Development Improvements on the Uptown Maitland West Property are consistent with the DMRP, site plan review requirements, and City and other applicable regulations and specifications, as determined by the City Manager or his designee; and
- (v) To Insure timely completion of both the public and private elements of the Project.

- (vi) To obtain that portion of the Property that is necessary for the construction of the Public Improvements, as illustrated in Developer's Conceptual Site Plan shown on Exhibit "I," attached hereto and made a part hereof (the "**Conceptual Site Plan**"); and
 - (vii) To obtain a non-exclusive easement in favor of City for all real property owned by Developer adjacent to the border of the Property along US 17-92 and Sybelia Parkway, as required by the DMRP, extending from the back edge of the curb of the street to the back of the sidewalks, exclusive of any areas where City already owns a right of way, for utilities, sidewalks and streetscapes (the "**Easement**"); and
 - (viii) To process an application to vacate George Avenue east between Sybelia Parkway and Orlando Avenue to be used as a private access easement (the "Access Easement") between Developer, Uptown East and the owner of property on the south side of George Avenue, whose property is more particularly described on Exhibit "J" attached hereto (the "**Publix Property**"); and
 - (ix) To have Developer design and construct all streetscape elements required to be consistent with the DMRP for the Property along US 17-92 and the Roadway; and
 - (x) To insure the Site Plan is consistent with the MCDP, applicable development regulations, and service levels adopted by City and all other applicable jurisdictions; and
 - (xi) To receive certain development and impact fees prior to the commencement of construction on the Property in order to guarantee that the necessary public infrastructure, including the Public Improvements, is available to the Property concurrent with its development; and
 - (xii) To receive prorated Maintenance fees for maintenance of the Pond.
- (b) **Developer's Objectives –**
- (i) To timely acquire those portions of the Uptown Maitland West Property not included within the Property in a timely fashion to incorporate those properties into its planned development; and
 - (ii) To obtain from City timely administrative site plan review of its development of the Uptown Maitland West Property in accordance with the time frames outlined in Exhibit "H;" and
 - (iii) To construct the Development Improvements on the Uptown Maitland West Property, with a maximum height of seventy six feet (76') (excluding roof elements and focal points not intended for human occupation and measured from the finished first floor elevation to the eave

of the building), substantially consistent with the Conceptual Site Plan;
and

- (iv) To be compensated by City in like real property interests for transfer of real property proposed for the Public Improvements; and
- (v) To be compensated for the advance of funds for use in the design of the Public Improvements; and
- (vi) To obtain the timely consideration of Developer's request that the City vacate of that portion of George Avenue west of the Roadway and the creation of the Access Easement by execution of an Easement and Maintenance Agreement for that vacated area between Developer and the owner of the Publix Property; and
- (vii) To receive assurances for the quality of development on the east side of the Roadway, which includes the Uptown East Property and a portion of the City Property; and
- (viii) To insure the timely, proper completion of the Public Improvements; and
- (ix) To insure that the Public Improvements are properly maintained; and
- (x) To insure that all other necessary infrastructure required to support the development of the Property will be available concurrent with its development; and
- (xi) To insure the alignment of the Roadway will be as set forth in the Site Plan, which is not identical to the alignment set forth in the East Agreement.
- (xii) To expedite the off-site stormwater approvals for the Property; and
- (xiii) To satisfy all open-space requirements for the proposed development of the Uptown Maitland West Property by installing and maintaining the streetscape on that portion of the area covered by the Easement adjacent to 17-92 and the Roadway; and
- (xiv) To obtain approval from City such that the sale and consumption of alcoholic beverages on the Uptown Maitland West Property may be permitted; and
- (xv) To obtain approval of the Conceptual Site Plan.

The parties intend that their respective objectives will be accomplished as set forth herein.

3. **Development Review for Subject Property.** Developer shall provide all information on the Property necessary for the site plan review and subdivision processes for the Uptown Maitland West Property in the time frame outlined in **Exhibit "H."** City shall proceed in accordance with the time frame outlined in **Exhibit "H"** so long as Developer has sufficiently complied with the application procedures for each process as set forth in the City's code and adopted procedures. **Exhibit "H"** may be modified by the written consent of both Developer and the City Manager or designee.

4. **Development of Subject Property.** Except as otherwise set forth herein as the responsibility of City and/or the CRA, Developer shall design, permit and construct, at its own cost and expense, the Development Improvements on the Uptown Maitland West Property consistent with the Conceptual Site Plan, with a minimum height of two (2) stories and a maximum height of seventy six feet (76') (excluding roof elements and focal points not intended for human occupation and measured from the finished first floor elevation to the eave of the building). City hereby specifically approves of the densities and uses for the Development Improvements, as well as the Conceptual Site Plan and Building Elevations and Materials List, as depicted in **Exhibit "I"** and **Exhibit "K,"** respectively, and those deviations from the DMRP contained therein relating specifically to the streetscape improvements on George Avenue. The quality of materials and character of the mix of materials as approved are relied on by City for this approval and may not be modified without prior written approval by the City Manager or designee, which approval shall not be unreasonably withheld. Otherwise, the Development Improvements shall be constructed in accordance with the construction plans approved by City through its site plan review process, and shall also be consistent with the design standards adopted in the DMRP and other applicable City ordinances and regulations, which consistency determinations shall be made by the City Manager or designee.

5. **Public Improvements Property and City Easements.**

(a) **Determination of Legal Descriptions.** The parties hereto agree that the Public Improvements will be in the approximate locations set forth on **Exhibit "I"**, and shall have at a minimum, the characteristics set forth on **Exhibit "F"**. The parties shall agree in writing, on or before November 1, 2004, on the legal description(s) for the property comprising the Public Improvements.

(b) **Conveyance.** Developer shall dedicate by plat to City that portion of the Property required for the Public Improvements. This dedication and transfer of property shall be in exchange for properties transferred by City to Developer, as outlined in Paragraph 6 below. The transfers represent an equal exchange of properties in size and general location, and require no appraisal to complete the transfers between the Parties.

(c) **Status of Property.** Developer shall endeavor to obtain (a) a title insurance commitment in favor of the City on the Public Improvements property showing that the property is free and clear of encumbrances except liens which will be terminated on transfer, this Agreement and easements of record; and (b) a Phase II environmental report certified to the City showing no soil or groundwater contamination above regulatory guidelines per 62-777 FAC. In the event that Developer fails to deliver the foregoing commitment or environmental report on or before November 22, 2004 (the "**Transfer Date**"), the CRA Director or the City Manager or

designee shall be entitled to terminate this Agreement on or before the tenth (10th) day following the Transfer Date, and neither party hereunder shall have any further obligation. The Transfer Date may be extended by written agreement of the Developer, the City Manager or designee, and the CRA Director.

(d) Easements. Upon request of City, Developer shall grant to City such temporary access easements as are reasonably needed for the construction of the Public Improvements in the form provided in Exhibit "L" attached hereto, which easements shall not unreasonably interfere, by location or use, with Developer's construction of the Development Improvements. Further, at the time of platting, Developer shall grant an easement to City, as required by the DMRP for utilities, streetscapes and sidewalks, the specific locations of which are to be determined by City and Developer as part of the site plan review and plat processes.

6. Conveyance of Certain Parcels by City.

(a) Public Improvements. Recognizing that a portion of the needed right-of-way for the Public Improvements lies within the City Property, City agrees to reserve on the Plat the necessary property from the City Property for the construction of the Public Improvements at the time of execution of the Plat.

(b) City Sliver Parcel. Recognizing that, following the creation of the Roadway, the City Sliver Parcel shall be located west of the Roadway and adjacent to the Property, City agrees to consider adoption of an ordinance to convey by special warranty deed the City Sliver Parcel to Developer on or before the Transfer Date. Should City be unable or unwilling to convey the City Sliver Parcel on or before the Transfer Date, Developer terminate this agreement by providing written notice to City and the CRA, and the parties shall have no further obligations hereunder.

(c) Infill Property. As the coordinated development of the Uptown Maitland Property will serve the significant public purpose of redevelopment of a core area of City, City has agreed, and the CRA Board has approved of the acquisition of the Infill Property. On or before September 10, 2004, City shall provide to Developer an update on its ability to cause the conveyance of the Infill Property to Developer by special warranty deed on or before the time of execution of the Plat. On or before November 15, 2004, City shall seek to provide evidence satisfactory to Developer that it has the ability to cause the conveyance of the Infill Property to Developer by the time of execution of the Plat, but in no event later than Transfer Date.

(d) Uptown East Sliver Parcel. Recognizing that, following the dedication of the Roadway, the Uptown East Sliver Parcel shall be located west of the Roadway and adjacent to the Property, City has negotiated for, and the CRA Board has approved of, the acquisition of the Uptown East Sliver Parcel. On or before September 10, 2004, City shall provide to Developer an update on its ability to cause the conveyance of the Uptown East Sliver Parcel to Developer by special warranty deed on or before the time of execution of the Plat. On or before November 15, 2004, City shall seek to provide evidence satisfactory to Developer that it has the ability to cause the conveyance of the Uptown East Sliver Parcel to Developer by the time of execution of the Plat, but in no event later than the Transfer Date.

West Property, and (b) Developer's completion of each consistent with such approved construction plans, the Uptown Maitland West Property shall be deemed to be in compliance with all open space and permeable space requirements of City, whether set forth in the DMRP or elsewhere.

9. **Other City Obligations.**

(a) **Utilities.** City shall provide water and sewer services to the to the property lines of the Uptown Maitland West Property, with the capacity that is required for the Development Improvements as approved in City's formal site plan review process, no later than the earlier of i) the date of issuance of the first certificate of occupancy for the Uptown Maitland West Property; or ii) twelve (12) months from issuance of a Notice to Proceed for the construction of the Public Improvements.

(b) **Access Easement.** City agrees to begin processing an application for vacation of the portion of George Avenue contained in the Access Easement area immediately following receipt of a completed application by Developer. Thereafter, if Developer submits the necessary information provided for in **Exhibit "H,"** City shall continue processing the application in accordance with the time frames set forth in **Exhibit "H."** If Developer and the owner of the Publix Property have not agreed on the terms of an Easement and Maintenance Agreement for the Access Easement and provided City with an executed copy to City by the time of the execution of the Plat, Developer's vacation request shall be considered withdrawn and City shall take no further action on the request. In such event, Developer's sole obligation with relation to George Avenue will be to construct to the edge of the curb of George Avenue the improvements depicted on the Conceptual Site Plan.

(c) **Alcoholic Beverages.** City agrees to consider adoption of an ordinance to permit the sale and on-site consumption of alcoholic beverages as a complementary use in restaurant facilities on the Uptown Maitland West Property. Should City be unable or unwilling to adopt such an ordinance on or before August 23, 2004, Developer may cancel this agreement by providing written notice to City of its intention to do so within ten (10) days of learning of City's decision, and the parties shall have no further obligations hereunder.

(d) **Fill.** City agrees that as a part of the construction of the Public Improvements, a portion of the Uptown Maitland West Property will be de-mucked and filled, in accordance with the final construction plans approved by City in accordance with Section 12 herein. The City further agrees that it will be necessary to de-muck and fill additional portions of the Uptown Maitland West Property for the Development Improvements (the "Additional Fill Area"). Developer shall obtain a separate bid on the de-muck and fill portion of the site preparation for the Additional Fill Area and on or before the issuance of a notice to proceed for the Public Improvements shall provide a letter of credit from a bank approved by City in the total amount of the bid, less Two Hundred Thousand and no/100 Dollars (\$200,000.00). The City may draw on the letter of credit only in the event that Developer fails to make payments as required by its contract for the work in the Additional Fill Area.

While Developer is responsible to obtain and install said fill in the Additional Fill Area, City shall pay up to the first Two Hundred Thousand and no/100 Dollars (\$200,000.00) for the de-

muck and fill operation within ten (10) days of receipt from Developer of an invoice on a standard AIA G702 form or such other form acceptable to City Manager or designee following the installation. Developer shall be responsible for any costs of such filling and grading in excess of Two Hundred Thousand and no/100 Dollars (\$200,000.00). City acknowledges that the bid for the Additional Fill Area will include work necessary to compact the fill to support the foundation systems and loads required by the Development Improvements.

10. Fee Payments/ Reimbursements.

(a) Initial Fee. On the date that Developer acquires title to the Property, Developer shall pay to City an amount of One Million Three Hundred Thousand and no/100 Dollars (\$1,300,000.00) (the "Initial Fee").

(b) Remaining Fees. In addition, at the time a building permit is issued to Developer for the Development Improvements, Developer shall pay to City an amount equal to Seven Hundred Thousand and no/100 Dollars (\$700,000.00) (the "Remaining Fees"). The Fees are outlined in Exhibit "M" attached hereto.

(c) Pass-Through Fees. The parties agree that City has no control over "pass through" fees that it collects for other agencies (e.g. school impact fees). Accordingly, Developer agrees to pay the actual fees being charged by said agencies at the time such payments are due and that the Initial Fee and the Remaining Fees will be adjusted to reflect any such increases in "pass through" fees.

(d) Public Improvements Contribution.

(i) Prior to the time a building permit is issued to Developer for the Development Improvements, and to help insure the timely completion of the Public Improvements, Developer shall pay an amount to be determined by City, which shall not exceed Four Million and no/100 Dollars (\$4,000,000.00) (the "Public Improvements Contribution"), toward the costs of acquiring property for and constructing the Public Improvements. The Public Improvements Contribution shall be repaid by City to Developer and shall accrue interest at the variable rate that Developer negotiates with the lender Developer uses to construct the Development Improvements, but in no event shall the rate exceed the 30-day LIBOR plus 300 basis points. City shall repay the Public Improvements Contribution, together with all interest accrued thereon, to Developer on or before six (6) months after the issuance of the final certificate of occupancy for the Development Improvements. Developer expects that its lender will require periodic interest payments, and agrees that City shall pay, at the time of the payment under this Paragraph 10(d) is due under the foregoing sentence, all interest paid by Developer on amounts it borrowed to pay such periodic interest payments. There shall be no penalty if City pays the debt off in its entirety at any time prior to the above-referenced due date, with the payoff amount equal to the total outstanding principal plus any accrued interest on the Public Improvements Contribution and on

any amounts borrowed by Developer to make periodic interest payments in accordance with the foregoing sentence. Developer agrees to complete the construction of the Development Improvements on or before December 31, 2006, subject to delays resulting from *force majeure* events.

- (ii) Delay in Completion. Notwithstanding the above, and absent a *force majeure* or City default, should the construction of the Development Improvements take longer than December 31, 2006 for any reason, interest shall only accrue up to and including June 30, 2007, and thereafter will be cease to accrue, subject only to being restarted upon the issuance of a final certificate of occupancy for the Development Improvements.

- (iii) Collateral. As a condition precedent to the Developer's obligation to make the Public Improvements Contribution, City or CRA shall deliver to Developer a promissory note, in a form acceptable to Developer in its reasonable discretion, containing at least the following terms: (a) the terms set forth in this Section 10(d), (b) a requirement that Developer be repaid from the tax increment (base year 2002) paid for the Uptown Maitland Property that are deposited in the CRA Trust Fund by the City and County (the "TIF Funds"), (c) at the City's option, it may be repaid from any other legally available source of funds, and (d) a first-priority lien against the TIF Funds when deposit in the CRA Trust Fund, and (e) an agreement by Developer to release any such lien if the Public Improvements Contribution and all interest thereon is repaid in full in connection with the bonding of the TIF Funds. By approving this Agreement, the City Commission, as the governing body of the City, has approved and authorized the CRA to incur the obligation to repay the Developer for the Public Improvements Contribution.

(e) No Other Fees; Vesting. After payment of the Initial Fee, the Remaining Fees and the Public Improvements Contribution, and except for pass-through fees, Developer shall have no further obligation to pay any development fees for the Development Improvements on the Uptown Maitland West Property, including without limitation, impact fees of any type City currently assesses (including without limitation transportation, park, school, and fire), permitting fees and utility connection fees. Payment of the foregoing fees will vest the Project for concurrency for a period of three years from the date of payment. In the event that the City raises any fees applicable to the Development Improvements after the effective date of this Agreement, the City and/or the CRA shall be responsible to pay or waive for any fees due in excess of the Initial Fee and the Remaining Fees.

11. Public Improvements.

(a) Generally. City shall provide for construction of the Public Improvements, and shall issue a notice to proceed to the selected contractor upon receipt of all fees and the Public Improvements Contribution outlined in Paragraph 10 above and receipt of all applicable permits. The Parties hereby agree that it may be in the best interest of City and Developer to delegate the construction of the Public Improvements to Developer. City shall establish an escrow account to

pay for the design, permitting and construction of the Public Improvements. In addition, City shall be responsible for the maintenance and operation of the Public Improvements. Notwithstanding anything in the City policies to the contrary, City approves of the process set forth in this Section 11 for constructing the Public Improvements. Nothing herein shall require the City to construct the Public Improvements until such time as the Remaining Fees and the Public Improvements Contribution have been paid.

(b) Construction Decision. City shall provide Developer detailed and complete specifications and construction schedule for permitting and construction of the Public Improvements by November 15, 2004. Developer shall provide City with its detailed cost proposal and construction schedule for the Public Improvements by December 20, 2004. City shall review the proposed costs and shall either approve the total cost or request clarification. If there is any dispute with respect to the cost proposal or/and schedule, which is not resolved by January 10, 2005 to City's satisfaction, City, at its sole discretion, may choose to bid out the work to compare the cost proposal by Developer with the market. If City chooses to request bids from other developers for the work, it shall notify Developer in writing, of such intent. City shall receive all bids within thirty (30) days after giving notice Developer of its intent to bid out the work and shall decide upon a contractor within sixty (60) days from the date of said notice. If City receives a lower cost estimate or better schedule, City has the right to perform the construction of the Public Improvements unless Developer, within twenty (20) days of receipt of City's comparison bid, submits a bid with lower costs and better schedule for the same work. If City receives a lower cost estimate or/and better schedule, Developer may agree to match the cost proposal or/and adjust the schedule to perform the construction of the Public Improvements, otherwise, the City shall be responsible to complete the Public Improvements.

(c) Timetables.

- (i) If the Developer is selected to complete the Public Improvements, it shall commence or cause the commencement of construction of the Public Improvements no later than thirty (30) days after official Notice to Proceed from City, and subject to the provisions of the following paragraph pertaining to milestones, complete the Public Improvements no later than twelve months from the date a notice to proceed is provided to Developer, subject to any delays resulting from (i) *force majeure*; (ii) discovery of site conditions not contemplated by City's specification package which impact the agreed on Schedule and/or budget; or (iii) change orders or delays requested or caused by the City.
- (ii) If the City is responsible to complete the Public Improvements they shall be completed by the earlier of (i) the time the first certificate of occupancy for the Development Improvements is issued, or (ii) December 31, 2005, subject to any delays resulting from (i) *force majeure*; (ii) discovery of site conditions not contemplated by City's specification package which impact the agreed on Schedule and/or budget; or (iii) change orders or delays requested or caused by Developer.

(d) Schedule. City and Developer shall agree upon a schedule for the construction of the Public Improvements (the "Schedule") prior to the start of construction on the Public Improvements. The Schedule shall contain specific "milestones" to gauge the progress of the construction. In the event that Developer is not constructing the Public Improvements, and the milestones set in the Schedule are not met by the party constructing the Public Improvements, Developer shall give City written notice of such failure. If the missed milestone is not completed within thirty (30) days of the notice to City, and is not the result of (i) *force majeure*; (ii) discovery of site conditions not contemplated by City's specification package which impact the agreed on Schedule and/or budget; or (iii) change orders or delays requested or caused by Developer, then Developer shall have the option of requiring City to terminate the contractor, and City shall pay the Developer \$25,000 for every thirty days or portion thereof from the date the respective milestone has not been met, which shall be paid within ten (10) days from each demand therefor. In the event that Developer is constructing the Public Improvements and the milestones set in the schedule are not met by Developer, City shall give Developer written notice of such failure. If the missed milestone is not completed within thirty (30) days of the notice to Developer and is not the result of (i) *force majeure*; (ii) discovery of site conditions not contemplated by City's specification package which impact the agreed on Schedule and/or budget; or (iii) change orders or delays requested or caused by City, then Developer shall pay City \$25,000 for every thirty days or portion thereof from the date that the respective milestone has not been met, which shall be paid within ten (10) days from each demand therefor.

(e) Developer Construction of the Public Improvements. If Developer is selected to construct the Public Improvements pursuant to Section 11(b) hereof, then Developer (or Developer's contractor) shall provide City with a performance and payment bond in the form required by Florida Statute §255.05, from a bonding company approved by City, prior to commencement of construction. Upon satisfactory completion of the work and prior to final payment therefor, Developer (or Developer's contractor) shall provide City with a performance bond or letter of credit equal to 10% of the construction costs as a maintenance guarantee valid for two years from the date of City approval and acceptance of the construction, consistent with Chapters 16 and 7.5 of the Maitland Code. Developer is responsible for compliance with applicable regulations and permit requirements for the construction of the Public Improvements if it elects to construct the same. City will sign required permit applications and will comply with any applicable requirements to receive permits. Upon receipt of the Remaining Fees and the Public Improvements Contribution, City will establish an escrow account for the engineer's estimate for the costs of the Public Improvements for One Hundred Percent (100%) construction documents and Ten Percent (10%) construction contingency from which to pay Developer for construction of the Public Improvements. Any savings in the escrow account upon completion of the Public Improvements shall be reimbursed to Developer at 50% of the savings; provided, however, such reimbursements shall not exceed Four Hundred and no/100 Thousand Dollars (\$400,000.00). If the Developer is selected to construct the Public Improvements, the Parties agree to execute a separate agreement for this construction project between themselves and the contractor selected to construct the Public Improvements, which will be consistent with standard City practices for public projects, and which will confirm that the contractor's obligations run to both City and Developer.

(f) Maintenance. City shall be responsible for the maintenance and operation of the Roadway, the Pond and the Park. Developer shall have the obligation to compensate City for maintenance according to the following calculations:

per cubic foot drainage from the Uptown Maitland West Property (as set forth in the St. Johns River Water Management District permit for the Pond)

Total Maintenance Fee X

_____ (total cubic foot capacity of the Pond)

If City fails to maintain the Pond or the Park to the same or a higher standard than it does for Lake Lilly Pond and Park, then Developer shall give City written notice of the failure to maintain the Pond or the Park. City shall have thirty (30) days from the receipt of written notice of failure to maintain the Pond or Park in which to repair the Park or the Pond. If City does not do so, Developer may appeal directly to the Maitland City Council, and thereafter, if necessary, to a court of competent jurisdiction. At the time of execution of the Plat, City and Developer agree to execute an Easement and Maintenance Agreement giving the Uptown Maitland West Property the right to drain into the Pond and outlining the foregoing maintenance obligations and standards therefor.

(g) Property Owners' Association. As a condition precedent to receiving its first building permit, Developer shall assign its obligations under the Easement and Maintenance Agreement outlined in Section 11(f) above and for the streetscape obligations in Section 7(a) hereunder, including payment obligations, to a mandatory Property Owners' Association ("POA") of all property owners within the Uptown Maitland West development, exclusive of City. Such obligations shall be a covenant running with the land. City shall have the right of prior approval, in its reasonable discretion, of all documents relating to the creation and governance of the POA.

12. Coordination with Uptown Maitland East. The Parties hereto agree that coordination among City, Developer and Uptown East is critical to insure that the entire Uptown Maitland Property is properly and timely developed. City also agrees to take such steps as may be necessary to coordinate the overall development of the Uptown Maitland Property with Uptown East, including facilitation of meetings, scheduling approvals, etcetera. The Plat shall be executed and submitted to City for review immediately following the acquisition by City of the property for the Public Improvements, the acquisition by Developer of the Uptown Maitland West Property and the acquisition by Uptown East of the remainder of the Uptown Maitland Property. Notwithstanding anything herein to the contrary, any party hereto shall be entitled to terminate this Agreement if the Plat is not submitted on or before the Transfer Date. The Parties recognize that the payment and performance bond required by the City for the construction of the Public Improvements shall be received by City prior to recording of the Plat.

13. Consistency with City's Comprehensive Development Plan. The Site Plan is consistent with the MCDP, applicable development regulations, and service levels adopted by City.

14. **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, except that any such modification to City's laws shall not operate to divest the Uptown Maitland West Property of the concurrency granted herein. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Developer, City or CRA. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer, City or CRA of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

15. **Covenants and Term.** The conditions and covenants set forth herein shall be construed as covenants running with the Uptown Maitland West Property after it is acquired by Developer, and shall be binding upon Developer, City or CRA and their assigns and successors in interest, and shall inure to the benefit of Developer, City or CRA 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. Any party to this Agreement or its successors or assigns may bring an action, in law or in equity, to enforce the provisions of this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce the same, nor shall any liability attach to the said property for failure to enforce this Agreement. Once a final Certificate of Occupancy has been issued for the Uptown Maitland West Property and all provisions herein have been satisfied, Developer, City and CRA shall terminate the Agreement by mutual written consent, which shall be recorded in the Public Records of Orange County, Florida.

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

17. **Indemnification.** The Parties hereto agree to indemnify, defend and hold harmless each other, including elected and appointed officials, to the extent permitted by law, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the breach of this Agreement or by the negligence of the indemnifying party.

18. **Default.** Failure by any party to perform any of its obligations hereunder, including the failure of Developer to diligently prosecute or perform its obligations hereunder, shall constitute a default, entitling any non-defaulting party to pursue such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief or termination hereof. Prior to termination of this Agreement or any party filing an action as a result of a default under this Agreement, the non-defaulting parties shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, unless otherwise provided herein, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default.

19. **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.

20. **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.

21. **No Liability or Monetary Remedy.** 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 City bears no liability for direct, indirect or consequential damages. The only remedy available to Developer for any breach by City or CRA is one of mandamus to require City's and/or CRA's specific performance under the terms and conditions of this Agreement.

22. **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, government regulations, 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.

23. **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.

24. **Notice.** Any notice that may be extended by one party to the other pursuant to or as a result of this Agreement shall be extended by regular first class mail of the United States of America, postage prepaid, or by hand delivery as follows:

To City: City of Maitland
 1776 Independence Lane
 Maitland, FL 32751
 Attention City Manager

 City Attorney
 Clifford B. Shepard
 Langston, Hess, Bolton, Znosko & Shepard, P.A.
 111 S. Maitland Avenue
 Maitland, FL 32794
 Fax: 407-629-2095

Tel: 407-629-4323

To Developer: BSP/Florida LLC.
301 East Pine Street
Orlando Florida 32801
Attention: Ken Kupp
Fax:
Tel: 407-650-1817

With a copy to: Southeast Commercial Development, Inc.
2105 Park Avenue North
Winter Park, FL 32789
Attn: Mike McArdle
Fax: 407-937-1610
Tel: 407-622-0029

And a copy to: Shutts & Bowen LLP
300 S. Orange Ave., Suite 1000
Orlando, FL 32801
Attn: Michael J. Grindstaff, Esq.
Fax: 407-425-8316
Tel: 407-423-3200

Any party to this Agreement may unilaterally re-designate the address of or person to whom notice is to be directed by giving prior written notice to the other party.

25. **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.

26. **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. Further, if City is unable to cause the remainder of the Uptown Maitland West Property to be conveyed to Developer on or before the Transfer Date then, at Developer's option, Developer shall have the right to terminate this Agreement and shall have no further obligations hereunder.

27. **Recording in Public Records.** A memorandum of this Agreement shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall insure the proper recording is accomplished within fourteen (14) days of the effective date, consistent with State requirements. Developer shall pay all recording costs.

28. **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 one and the same instrument.
29. **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.
30. **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.
31. **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.
32. **Binding Nature.** This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties, and shall run with the Property and be binding upon and inure to the benefit of any person, firm or corporation that may become the successor in interest, directly or indirectly, to the Property, or any portion thereof.
33. **Assignability.** This Agreement shall not be assignable by Developer without City's approval (except (a) to an affiliate of Developer who actually holds title to the Property, or (b) to a property owner's association or associations for the Uptown Maitland West Property which agrees to take over Developer's obligations herein), which approval shall not be unreasonably withheld.
34. **Agency.** Developer and City, and their agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents of each other.
35. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among City, the CRA, or Developer. Developer cannot create any obligation or responsibility on behalf of City or the CRA or bind City or the 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.
36. **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 City now in effect and those hereinafter adopted.

37. **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.

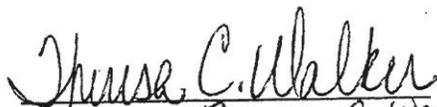
38. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City or the CRA in an individual capacity and neither shall any such individuals be subject to personal liability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

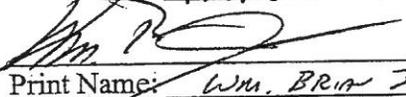
39. **Agreement Effective Date.** The terms and condition contained in this Agreement shall become effective upon execution of the third party hereto.

40. **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 the 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, the CRA or any other governmental entity or taxation in any form on any real or personal property to pay City's or the CRA's obligations or undertakings hereunder.

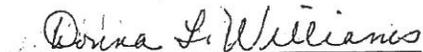
IN WITNESS THEREOF, the parties have set their hands and seals on the date first given above.

Signed, sealed and delivered
in the presence of:

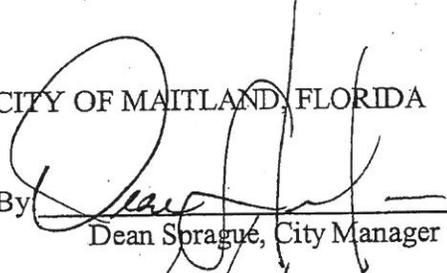

Print Name: Theresa C. Walker


Print Name: Wm. Brian Jones

Attest:


Donna L. Williams, City Clerk

CITY OF MAITLAND, FLORIDA

By 
Dean Sprague, City Manager

Date: 8/18/04

CITY OF MAITLAND, FLORIDA
COMMUNITY
REDEVELOPMENT AGENCY

Cynthia Cooper
Print Name: CYNTHIA COOPER

Jeffrey M. Williams
Print Name: JEFFREY M. WILLIAMS

Attest: Donna L. Williams
Donna L. Williams, City Clerk

By: [Signature]
Sascha Rizzo, Chairman
Date: 8/19/04

[Signature]
Print Name: Dave Toney

Cynthia Cooper
Print Name: CYNTHIA COOPER

BSP/FLORIDA, LLC, a Florida
limited liability company

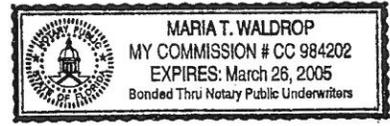
By: [Signature]
Ken Kupp, Manager

Date: 8/20/04

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 19th day of August, 2004,
by Dean Sprague and Donna Williams, as City Manager and City Clerk of the CITY OF
MAITLAND, FLORIDA, a Florida municipal corporation, on behalf of the corporation.

Maria T. Waldrop
Notary Public
Print Name: MARIA T. WALDROP



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 19th day of August, 2004, by Sascha Rizzo and Donna Williams, as Chairman and City Clerk of the CITY OF MAITLAND, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, on behalf of the agency.

Maria T. Waldrop
Notary Public
Print Name: MARIA T. WALDROP



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 20th day of AUGUST, 2004 by Ken Kupp, as Manager of BSP/Florida LLC, a Florida corporation, on behalf of the corporation, WHO PRODUCED FL DR. LICENSES AS IDENTIFICATION, AND WHO DID NOT TAKE AN OATH.

Donna L. Williams
Notary Public
Print Name: DONNA L. WILLIAMS



EXHIBIT "A"

Legal Description

Begin 208.71 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 25, Township 21 South, Range 29 East; run thence West 208.71 feet; thence South 290.57 feet to the North right of way of George Street; thence along said North right of way run North 89 degrees 23 minutes 23 seconds West 391.02 feet to the Easterly right of way of U.S. Highway #17; thence along said Easterly right of way; run Northerly 505.4 feet more or less to a point 421.29 feet North and 599.63 feet North 89 degrees 23 minutes 23 seconds West of said Southeast corner of the Northeast Quarter of the Southeast Quarter; thence South 89 degrees 23 minutes 23 seconds East 599.63 feet; thence South 212.58 feet to the POINT OF BEGINNING.

LESS

That portion of the above described parcel of land conveyed by Special Warranty Deed, recorded August 19, 1959, in Official Records Book 592, Page 236, of the Public Records of Orange County, Florida, made by Barbee, Inc. to the State of Florida, for the use and benefit of the State Road Department of Florida lying Easterly of and within 53 feet of the survey line of State Road 15 and 600, Section 75030, said survey line being described as follows:

Begin on the South line of Section 25, Township 21 South, Range 29 East, at a point 660.88 feet West from the Southeast corner of said Section 25, and run thence North 0 degrees 54 minutes 30 seconds East, 1415.22 feet to the beginning of a curve concave to the Southeasterly and having a radius of 1910.08 feet; thence along said curve through a central angle of 36 degrees 06 minutes 30 seconds, a distance of 1203.61 feet to the end of curve; thence North 37 degrees 01 minutes 00 seconds East 480.36 feet to the East line of said Section 25 (West line of Section 30, Township 21 South, Range 30 East) at a point 642.5 feet North from the Southwest corner of the Northwest Quarter of said Section 30.

EXHIBIT B
UPTOWN MAITLAND WEST
LEGAL DESCRIPTION OF THE CITY PROPERTY

Begin at the Southeast corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 21 South, Range 29 East, Orange County, Florida; thence run North 208.71 feet; thence run West 208.71 feet; thence S 00 degrees 02 minutes and 23 seconds, E 290.42 feet to the existing north line of George Avenue, said point also lying 81.71 feet southerly of the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25; thence run S 89 degrees 36 minutes 56 seconds E along the existing north line of George Avenue, 208.51 feet to the East line of said Section 25; thence run North 83.11 feet along the East line of said Section 25 to the Point of Beginning.
Containing 1.3942 acres more or less.

EXHIBIT C
UPTOWN MAITLAND WEST
LEGAL DESCRIPTION OF THE UPTOWN EAST PROPERTY

EXHIBIT "C"
UPTOWN MAITLAND WEST
LEGAL DESCRIPTION OF THE UPTOWN EAST PROPERTY

Legal Description (Former Mahoney Site)

Begin 421.29 feet North of the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 21 South, Range 29 East, run thence North 89 degrees 23' 23" West 370.37 feet to a point, run thence North 155 feet along the Eastern line of property retained by Exxon Corporation to a point, run thence North 89 degrees 23' 23" West 160 feet, more or less, to the Eastern right-of-way of US Highway #17 and 92, run thence Northeasterly along said right-of-way line, 75 feet, more or less, to a point 230 feet North and 510.97 feet North 89 degrees 23' 23" West of the point of beginning, thence South 89 degrees 23' 23" East 510.97 feet, thence South 230 feet to the point of beginning, situated in the Town of Lake Maitland, Orange County, Florida.

Subject to all easements, restrictions, and reservations of record, if any, however said reference shall not operate to reimpose same.

AND

Lot 7, Minnehaha Cove, as recorded in Plat Book 38, Page 79, public records of Orange County, Florida.

EXHIBIT D
UPTOWN MAITLAND WEST
LEGAL DESCRIPTION OF THE INFILL PROPERTY

All that certain tract or parcel of land situate, lying and being in the Town of Lake Maitland, County of Orange, State of Florida, being more particularly described as follows:

Begin 421.29 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 25, Township 21 South, Range 29 East, run thence North 89 degrees 23 minutes 23 seconds West 570.47 feet to the Eastern right of way of U.S. Highway No. 17 and 92, run thence Northeasterly along said right of way line, 237.76 feet, to a point 230 feet North and 510.97 feet North 89 degrees 23 minutes 23 seconds West of the Point of Beginning, thence South 89 degrees 23 minutes 23 seconds East 510.97 feet, thence South 230 feet to the Point of Beginning.

SAVE AND EXCEPT

All that certain tract or parcel of land situate, lying and being in the Town of Lake Maitland, County of Orange, State of Florida, being more particularly described as follows:

Begin 421.29 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 25, Township 21 South, Range 29 East, run thence North 89 degrees 23 minutes 23 seconds West 370.37 feet to a point, run thence North 155 feet along the Eastern line of property retained by Exxon Corporation to a point, run thence North 89 degrees 23 minutes 23 seconds West 160 feet, plus or minus, to the Eastern right of way of U.S. Highway No. 17 and 92, run thence Northeasterly along said right of way line, 75 feet, plus or minus, to a point 230 feet North and 510.97 feet North 89 degrees 23 minutes 23 seconds West of the Point of Beginning, thence South 89 degrees 23 minutes 23 seconds East 510.97 feet, thence South 230 feet to the Point of Beginning.

Being the same land as described in that certain Donation Deed dated January 15, 1988, from Exxon Corporation, Donor, to Exxon Education Foundation, Donee, recorded in Book 3957, Page 996, of the Deed records of Orange County, Florida.

EXHIBIT E
UPTOWN MAITLAND WEST
DOWNTOWN MAITLAND REVITALIZATION PLAN

GENERAL DESIGN GUIDELINES

SITE:

30% Maximum F.A.R. (Measured District-wide for properties using off-site facilities).

Parking:

Must be loaded to rear of site/no parking permitted in front of building's front elevation.

Shared/off-site parking permitted through board process.

Interior Parking Lot Lighting:

On-site parking areas shall be lighted using street type II Light Standards.

Stormwater

2 1/2 year 24 hour storm event on-site, off-site credits may be purchased.

F.A.R. = .30 (may exceed if participating in off-site credits).

VISIBILITY TRIANGLES:

Sign lines

2 1/2 ft. as measured along curb for signalized intersections.

50 ft. as measured along curb for non-signalized intersections

Clear zone

In the visibility triangles, nothing shall be planted, placed or allowed to grow in such a manner as to materially impede vision between a height of 2-1/2 ft. and 10 ft.

ROOF STRUCTURES:

Roof structures above eave line can vary in height up to 1 1/2 ft. above eave line.

No mechanical equipment shall be visible from street/pedestrian areas flat roofs must be disguised w/ parapet or roof treatments.

OFF-SITE CREDITS:

To qualify for off-site credits, design concept and elevations shall be approved by design review sub-committee.

Stormwater

\$ ___ Per C.F. for installation, \$ ___ per S.F. per year for maintenance Open Space/Previous Area

\$ ___ Per S.F. for installation/purchase, \$ ___ per S.F. of storm credits may be counted for open space as well.

Parking:

Parking credits shall be granted through parking agreements approved by the City for facilities within 500 ft. of property line.

1. Shared parking agreements between private property owners shall be subject to a board review process.
2. Shared parking agreements utilizing municipal parking facilities shall be subject to an administrative review process.

PRUNING REQUIREMENTS:

Tree pruning shall be limited to the following:

To remove dead, damaged or diseased growth.

To help bring out the character of a plant's natural form by selective cutting.

To increase quantity or quality of foliage.

"Tree Topping" and "Lolly-Popping" is prohibited.

Sever pruning will result in a \$ 1000 fine per tree and/or tree replacement.

DEFINITIONS:

HEIGHT:

The vertical distance is measured from finished grade to the top of the highest point of the roof (outside top covering of the building) on a flat or shed type roof and to top of the highest eave (excluding dormers) for a hip, gable, gambrel, mansard or barrel roof.

Appurtenances such as mechanical or equipment rooms, solar panels, satellite dishes, and water tanks projecting above the roof level must be completely screened from public view or private property via a

parapet wall or other comparable architectural feature that is compatible with color and material of the building.

Decorative appurtenances such as spires, belfries, and cupolas do not require screening. Chimneys do not require screening.

The height of an antenna shall not exceed 14 feet. All buildings and appurtenances thereto are subject to height limitations as prescribed by the federal aviation agency if they are within the flight approach zone of airports.

* Note satellite dishes are subject to regulations as set forth within section 21-5 xv. Of the Maitland City Code.

OPEN SPACE:

Includes permeable and impermeable surfaces not under roof or covered; i.e. Landscape areas, pedestrian walkways or courtyards, storm retention areas (up to 70% when landscaped as an amenity). Parking lots are not included.

PERVIOUS AREA:

Portions of site open to rain water percolation; i.e. Landscaped areas, storm retention areas, permeable pavement (% of area based on permeability)

BOARD:

Planning and Zoning - public hearing process

ADMIN:

Development review committee

DESIGN REVIEW SUB-COMMITTEE:

Sub-committee to P&Z - not public hearing process

ACTIVITY AREA:

Streetscape area intended to encourage social interaction through a series of related interior and exterior spaces occupied by pedestrians, shoppers, Epicurean patrons, etc.

SIGNS:

MONUMENT SIGNS:

No reader boards are allowed. All signs must include visible street number address.

FOR PROPERTIES W/ COMMERCIAL RETAIL USES UNDER 40,000 SF GROSS BUILDING AREA:

Signs can be internally or externally lit.

Sign area shall be a maximum of 36 sf per face.

Maximum height of sign shall be 8 ft.

A minimum of 2 ft. tall masonry or stone base is required.

FOR PROPERTIES W/ COMMERCIAL RETAIL USES OVER 40,000 SF GROSS BUILDING AREA:

Signs can be internally or externally lit.

Sign area shall be a maximum of 72 sf per face.

Maximum height of sign shall be 12 ft.

Signs shall be masonry or stone only.

A minimum of 2 ft. tall masonry or stone base is required.

FOR OFFICE USES UNDER 20,000 SF GROSS BUILDING AREA:

Sign area shall be a maximum of 36 sf per face.

Maximum height of sign shall be 8 ft.

A minimum of 2 ft. tall masonry or stone base is required.

Signs shall be externally illuminated only.

FOR OFFICE USES OVER 20,000 SF GROSS BUILDING AREA:

Sign area shall be a maximum of 72 sf per face

Maximum height of sign shall be 12 ft.

Signs shall be masonry or stone only.

Signs shall be externally illuminated only.

FOR RESIDENTIAL USES:

Sign area shall be a maximum of 36 sf per face when total dwelling units are 100 or less.

Sign area shall be a maximum of 72 sf per face when total dwelling units are over 100.

Max. height of sign shall be 8 ft. when total dwelling units are 100 or less.
 Max. height of sign shall be 12 ft. when total dwelling units are over 100.
 One (1) face per public street front.
 Signs shall be perpendicular to streets. No "v" signs allowed.
 Signs shall be externally illuminated only.
 Signs shall be masonry or stone only.

WALL, ARCADE, BLADE: (ATTACHED TO BUILDING):

Maximum sign size = 80 square feet. Minimum 12 feet above sidewalk
 Maximum allowable copy area for signs erected on buildings (including canopy, awning) = 1-1/2 sf per every linear foot of street frontage. This maximum allowable copy area may be increased by 10% for any buildings higher than 35 ft.

CANOPY, AWNING:

Maximum sign size = 30% of awning face area.

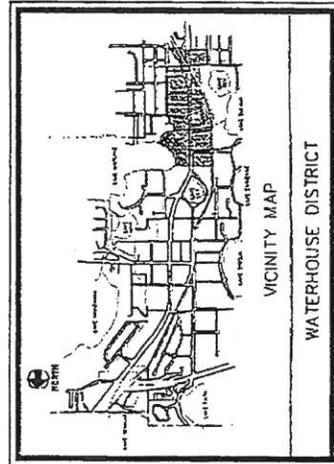
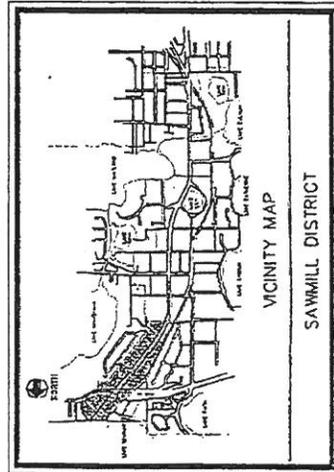
No pole or pylon signs are allowed.

No window signs are allowed other than lettering of numbers for addresses or legally required notices.

NOTE:

All existing non-conforming signs to be removed and replaced with conforming signs within 7 years of the date of adoption (City to provide tax rebate for replacement cost if retrofitted within the first 3 years of master plan adoption)

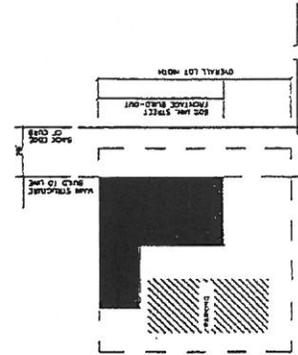
Four times each year (not to exceed 48 hours at a time, as selected by merchants association). Exceptional signs (banners, a-frame, balloons, etc.) may be permitted.



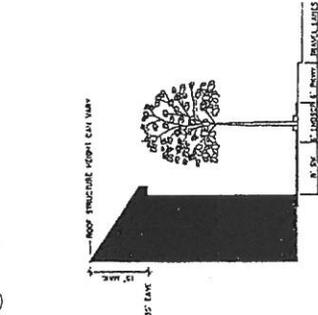
SAWMILL AND WATERHOUSE DISTRICT
 Sybela Avenue to Maitland Boulevard and CSX Railroad crossing at Park Avenue to South of Lake Lily Park.
 Greenwood road Circle Drive Orlando Avenue
 Mayo Avenue Lake Avenue Park Avenue
 Parker Alley (Future) Magnolia Road Tangerine Place

STREET TYPE 2

Plan



Section



URBAN Design Parameters

PLACEMENT:

- 25% Open Space min.
 - 30% min. pervious area w/ possibility of purchasing max. 10% offsite.
 - 60% minimum street frontage build-out.
 - Front yard - see build to illustration
 - Side yard - 0 ft min.*
 - Rear yard - 0 ft min. (10 ft min. bldg. separation between adj. prop)
 - *Check landscape buffer rqmts.
- BUILDING HEIGHT:**
 35 ft. * max. bldg. hgt. as measured from avg. grade to bldg. eave.
 * Height exception may be granted through board review process.

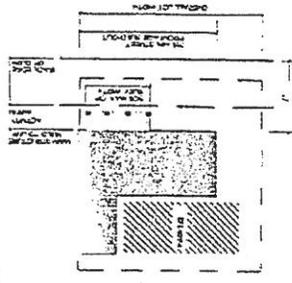
STREETSCAPE Design Parameters

HARDSCAPE:

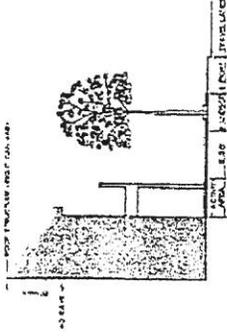
- 6 ft. min. parkway width
 - 6 ft. landscape/street furniture area between parkway and side walk
 - 8 ft. min. sidewalk width w/ optional 2 ft activity area in front of bldg.
 - Street lighting: Dual acorn (Except Orlando Avenue).
- LANDSCAPE:**
 Street Trees:
 4" min. cal./14' hgt. live oak to be planted in landscape area. 6'x6' min. planter area req'd for ea. tree.
 Note: these rqmts. supersede buffer rqmts. in Chapter 8.
 Parkway Ground Cover:
 Liriope, Indian Hawthorn, etc.
 Where parking abuts streetscape, a half-wall (36" min. hgt.) is required.
 Reference Chapter 8, Landscape code for detailed landscape rqmts.

PACKWOOD DISTRICT
 South of Lake Lily Park to Sybelia Avenue
 Horatio Avenue
 Orlando Avenue

STREET TYPE 1
 Plan



Section



URBAN Design Parameters

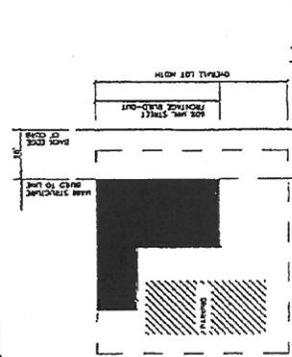
PLACEMENT:
 15% Open space min.
 20% min. pervious area w/ possibility of purchasing max. 15% offsite credits.
 75% minimum street frontage build-out. (where there is a corner lot, priority is given to street type 1 and flexibility shall be granted for secondary street)
 Exterior pedestrian Connections shall be provided front to back at intervals not to exceed 200 linear ft.*
 Front yard - see build to illustration
 Side yard - 0 ft min.*
 Rear yard - 0 ft min. (10 ft min. bldg. separation between adj. prop)
 *Check landscape buffer rqmts.

STREETSCAPE Design Parameters

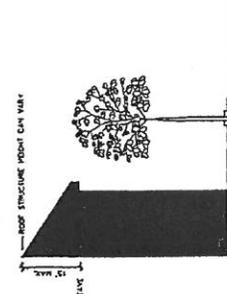
HARDSCAPE:
 6 ft. min. parkway width
 6 ft. landscape/street furniture area between parkway and side walk
 8 ft min. sidewalk width w/ min. 7 ft activity area in front of bldg.
 Street lighting per master plan.
LANDSCAPE:
 Street Trees:
 4" min. cal./14" hgt. live oak to be planted in landscpac area. 6'x6' min. planter area req'd for ca. tree.
 Parkway Ground Cover:
 Liriope, Indian Hawthorn, etc.
 Where parking abuts streetscape, a half-wall (3'6" min. hgt.) is required.
 Reference Chapter 8, Landscape code for detailed landscape rqmts.

PACKWOOD DISTRICT
 South of Lake Lily Park to Sybelia Avenue
 Packwood Avenue
 Swoop Avenue
 Sybelia Avenue
 Ventiris Avenue

STREET TYPE 2
 Plan



Section

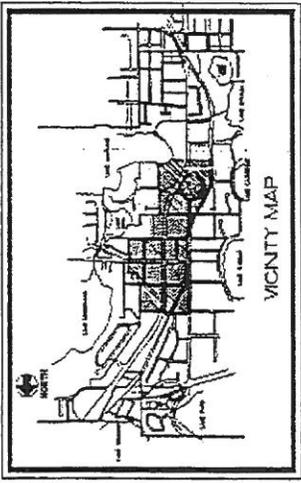


URBAN Design Parameters

PLACEMENT:
 25% Open Space min.
 30% min. pervious area w/ possibility of purchasing max. 10% offsite.
 60% minimum street frontage build-out.
 Front yard - see build to illustration
 Side yard - 0 ft min.*
 Rear yard - 0 ft min. (10 ft min. bldg. separation between adj. prop)
 *Check landscape buffer rqmts.
BUILDING HEIGHT:
 35 ft.* max. bldg. hgt. as measured from average grade to bldg. eave.
 * Height exception may be granted through board review process.

STREETSCAPE Design Parameters

HARDSCAPE:
 6 ft. min. parkway width
 6 ft. landscape/street furniture area between parkway and side walk
 8 ft min. sidewalk width w/ optional 9 ft activity area in front of bldg.
 Street lighting: Dual acorn (except Orlando Avenue).
LANDSCAPE:
 Street Trees:
 4" min. cal./14" hgt. live oak to be planted in landscpac area. 6'x6' min. planter area req'd for ca. tree.
 Note: these rqmts. supersede buffer rqmts. in Chapter 8.
 Parkway Ground Cover:
 Liriope, Indian Hawthorn, etc.
 Where parking abuts streetscape, a half-wall (3'6" min. hgt.) is required.
 Reference Chapter 8, Landscape code for detailed landscape rqmts.



TOP:

Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hardi board, painted metal, copper, tile.

Forms: Entablatures, cupolas, parapets of various heights, gable ends, sloped mansard roof features of various heights, spires, vents, tile medallions, ornamental, light fixtures, dormers.

MIDDLE:

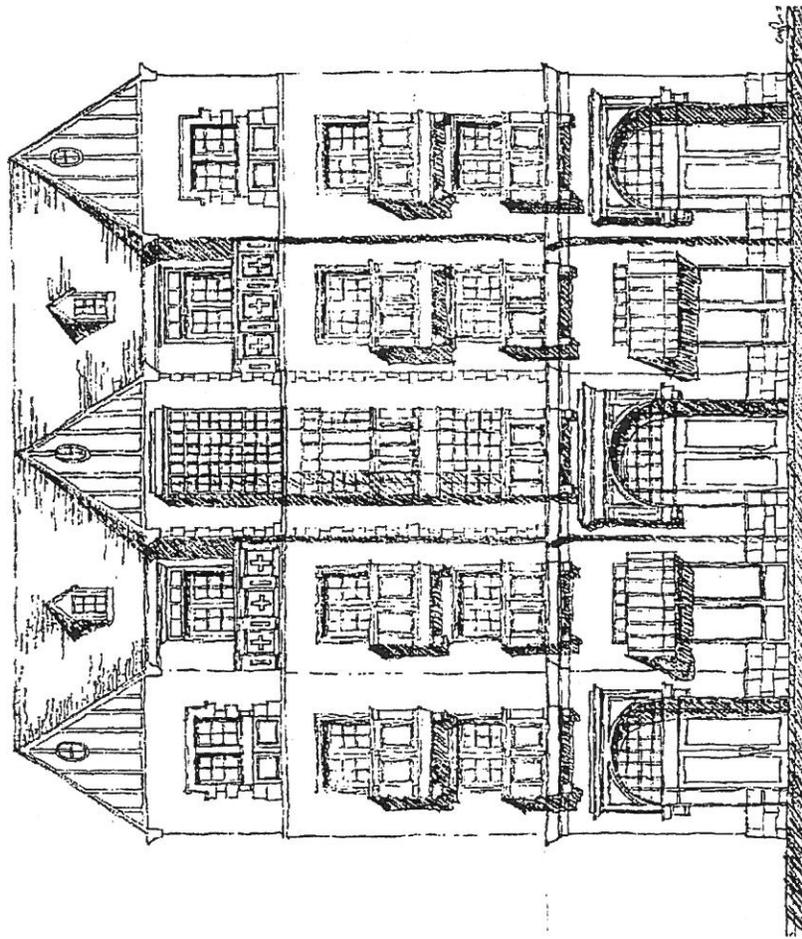
Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hardi board, window/door headers and sill same, wood and metal, tile.

Forms: Punched window and door openings, curtain wall windows w/ spandrel glass or metal panels (ornate) spanning balconies w/ ornamental FRC, wood or metal details, awnings, tile medallions, ornamental light fixtures, flower boxes.

BASE:

Building Materials: Cast stone, brick, stucco, hardi board, canvas awnings, metal and glass marques, window and doors - wood or metal.

Forms: Water table recessed porticos, expression lines @ floor to floor change (cornice), largetail/commercial windows, controlled size and type of signage, window and door headers and sills, awnings and marques, ornamental light fixtures, flower boxes.



CONCEPTUAL MIXED-USE BUILDING (GROUND FLOOR COMMERCIAL/RESIDENTIAL ABOVE)

TOP:

Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hardi board, painted metal, copper, tile.

Forms: Entablatures, cupolas, parapets of various heights, gable ends, sloped mansard roof features of various heights, spires, vents, tile medallions, ornamental, light fixtures, dormers.

MIDDLE:

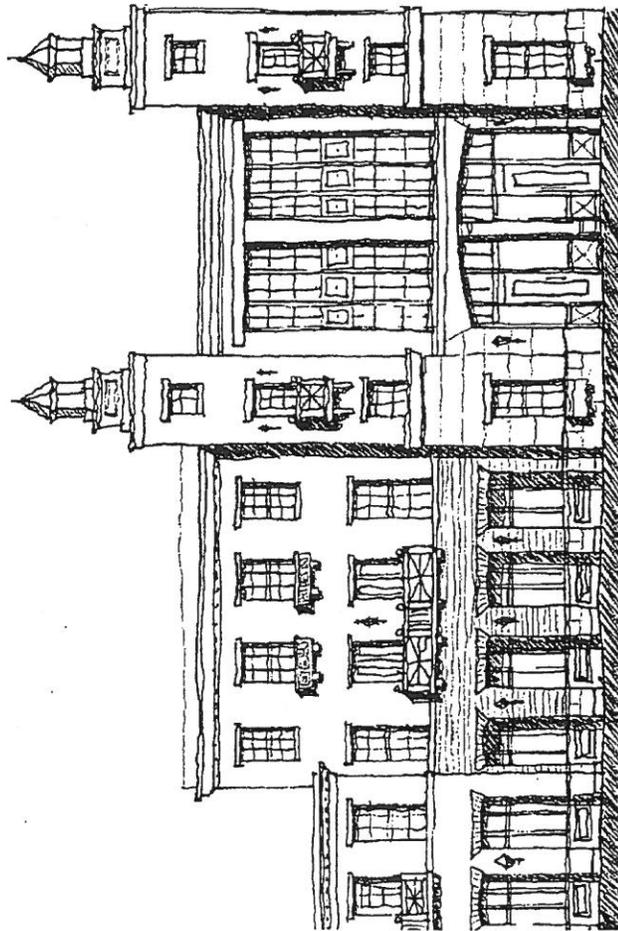
Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hardi board, window/door headers and sill same, wood and metal, tile.

Forms: Punched window and door openings, curtain wall windows w/ spandrel glass or metal panels (ornate) spanning balconies w/ ornamental FRC, wood or metal details, awnings, tile medallions, ornamental light fixtures, flower boxes.

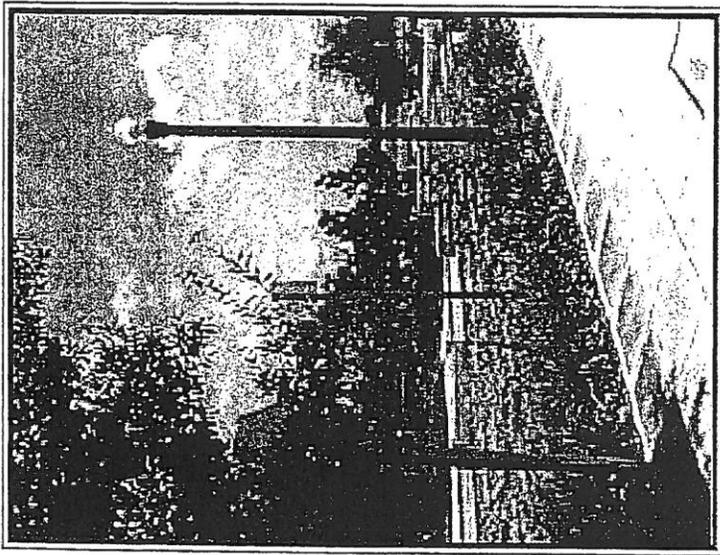
BASE:

Building Materials: Cast stone, brick, stucco, hardi board, canvas awnings, metal and glass marques, window and doors - wood or metal.

Forms: Water table recessed porticos, expression lines @ floor to floor change (cornice), largetail/commercial windows, controlled size and type of signage, window and door headers and sills, awnings and marques, ornamental light fixtures, flower boxes.



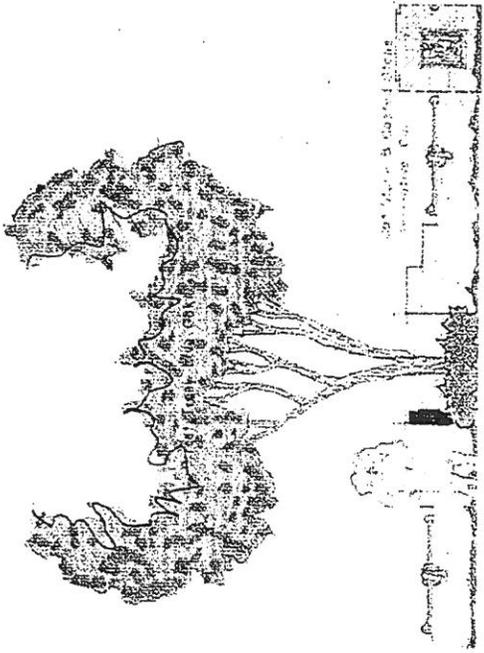
CONCEPTUAL OFFICE BUILDING



Left: Design guidelines include specifications for wall, sidewalks, landscape, lighting, and amenities such as benches and trash cans.

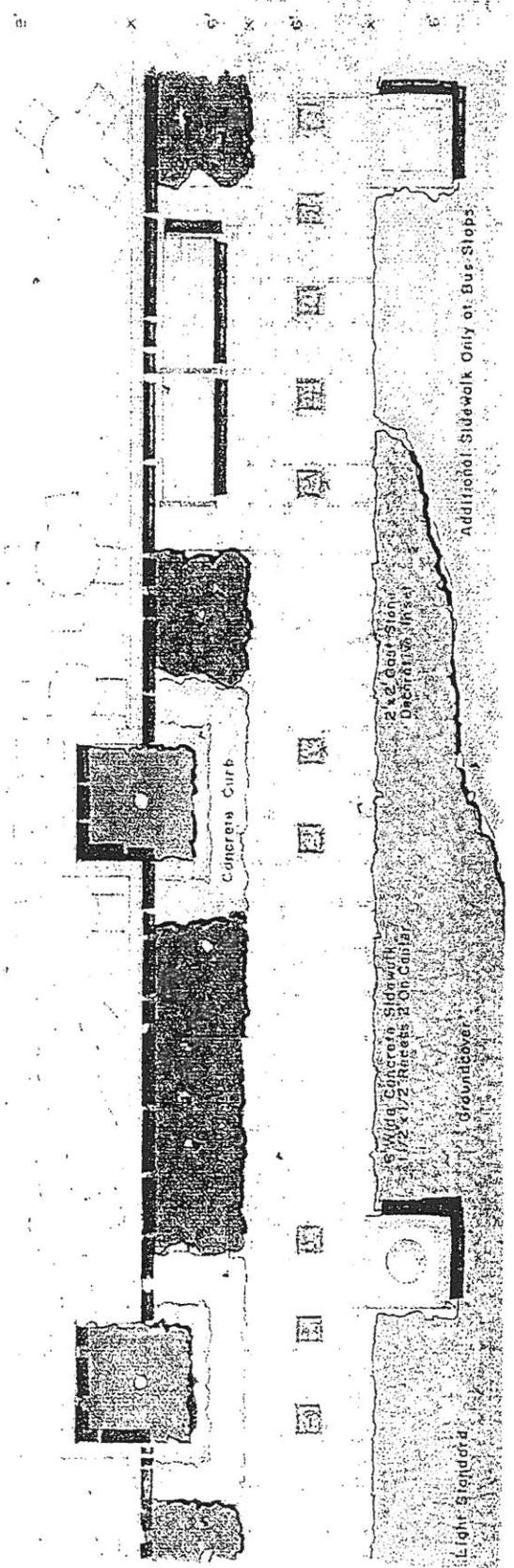
Below: Detail of pedestrian area.

Right: Detail of brick intersections.

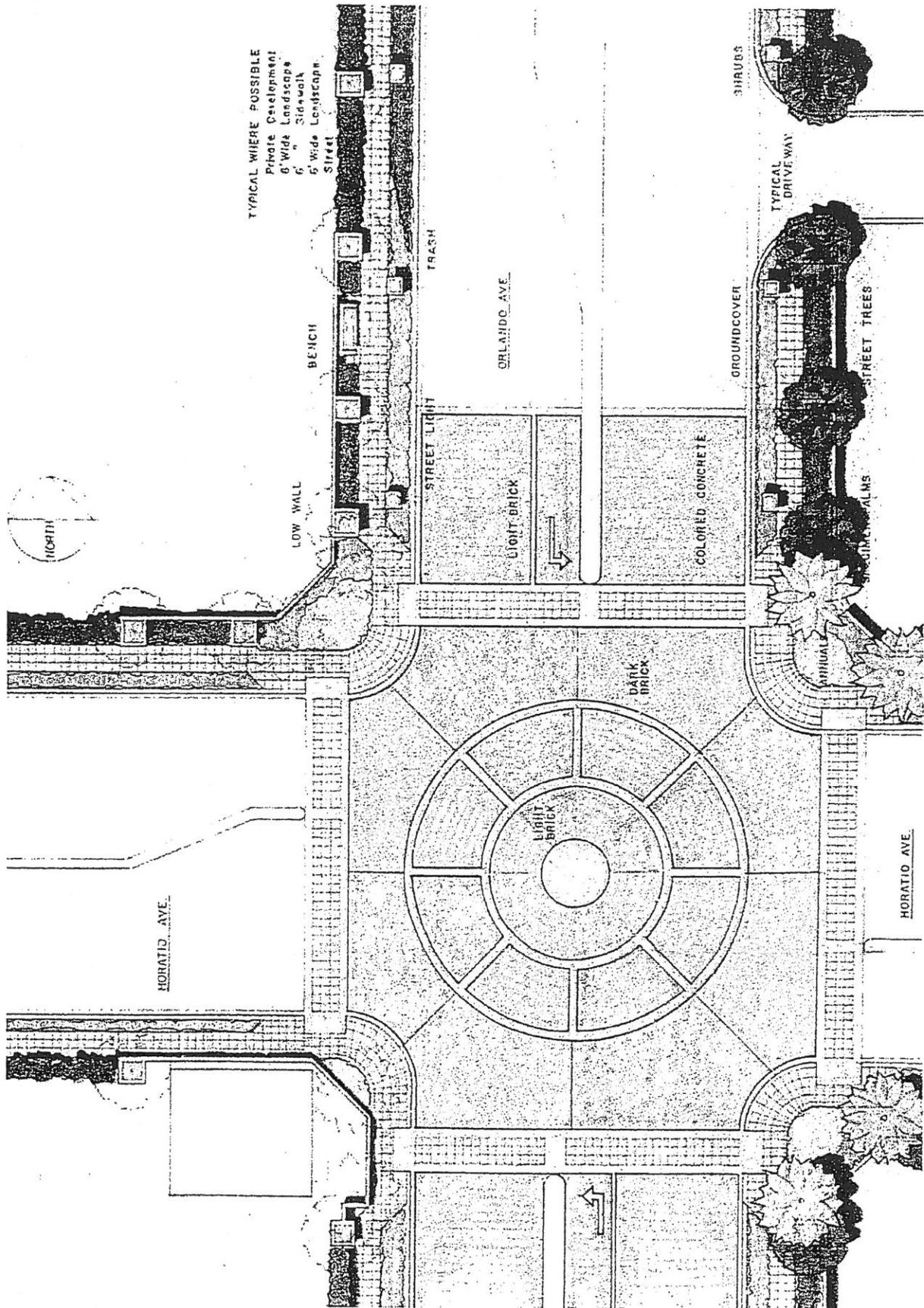


2'-4" High Cast Stone Wall
Sink as Per Center

4'-4 1/2" Cur Stone
Trash Receptacle Enclosure



Additional Sidewalk Only at Bus Stops



TYPICAL WHERE POSSIBLE
 Private Development
 8' Wide Landscape
 6' Sidewalk
 5' Wide Landscape
 Street



HORATIO AVE.

LOW WALL

BENCH

STREET LIGHT

TRASH

ORLANDO AVE.

LIGHT BRICK

DARK BRICK

COLORLED CONCRETE

GROUND COVER

SHRUBS

TYPICAL DRIVE WAY

ANNUALS

STREET TREES

HORATIO AVE.

EXHIBIT F
UPTOWN MAITLAND WEST
PUBLIC IMPROVEMENTS

The Public Improvements incorporates a Plat which will provide for the extension of Swoope Avenue north to Sybelia Avenue at Orlando Avenue. The roadway will have minimal on-street parking primarily in front of the condominiums planned per the Uptown East Agreement on the east side of the Roadway. It will include four-foot bicycle lanes and twelve-foot travel lanes on each side of the road (two-lane facility). Behind the curbing on the east side of the road along the Park will be a six-foot landscape parkway with street trees and landscaping and a ten-foot wide sidewalk. A terrace overlook will be cantilevered over the new retention pond, similar in size and appearance to that at Lake Lily Park in Maitland. On the west side of the Roadway, there will be an eight-foot wide sidewalk with a minimum five-foot landscape strip between the sidewalk and buildings to incorporate the streetscape requirements. (The west side sidewalk and streetscape are not considered Public Improvements, but are described due to the departure from the standards in the DMRP and to provide a typical section agreed upon for the section of roadway adjacent to the Retention Pond and Park.) At the intersection with Orlando Avenue, the roadway will include a through-left turn lane and a right turn lane, with one receiving lane from Orlando Avenue. The bicycle lanes will be included through both intersections (George and Orlando Avenue). At the intersection of Orlando Avenue and Sybelia Avenue, gateway plazas will be installed, including pavers, vertical elements, and signage to reflect the entry into the area and the City's Packwood District.

A regional retention pond will be incorporated as well, including a wet pond with a deep-water recycling fountain and a falling water element. The pond will be sized to support a minimum capacity of 20.9 acre-feet/cubic feet of storage in order to serve the Packwood District and treat the section of Orlando Avenue from Packwood to the Maitland Boulevard overpass.

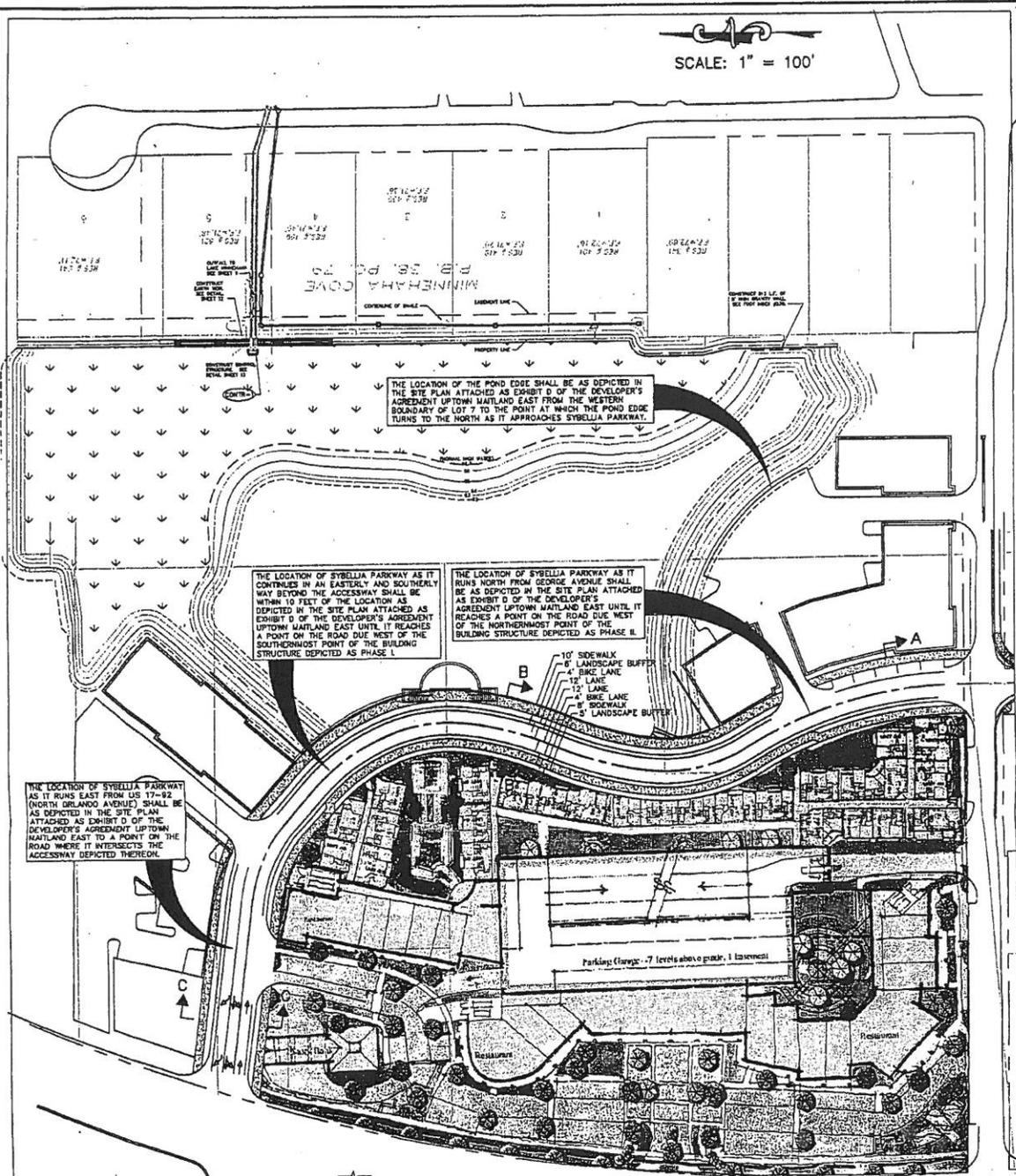
EXHIBIT G
UPTOWN MAITLAND WEST
DEVELOPMENT IMPROVEMENTS

The Development Improvements will consist of retail/office commercial space with up to five stories of multi-family residential units above the ground floor along Orlando Avenue and a portion of the to-be vacated George Avenue, up to seven stories of multi-family residential units along the newly created Sybelia Parkway North, a free-standing two-story office building that may include a drive-through facility at the intersection of Sybelia and Orlando Avenue, and a seven-deck parking structure accommodating up to 900 parking spaces between the buildings so as not to be seen from the streets. The residential component will not exceed 375 units and the retail component will not exceed 45,000 square feet.

EXHIBIT H
UPTOWN MAITLAND WEST
TIME FRAMES FOR DEVELOPMENT APPLICATIONS REVIEW

Description	Date Due
SITE PLAN REVIEW	
Application Submittal- Site Plan Review	1/10/2005
Sufficiency review	1/17/2005
Completed Application by Developer	1/24/2005
DRC Decision	2/10/2005
SUBDIVISION	
Application Submittal- Final Subdivision Plat	10/1/2004
Sufficiency review	10/6/2004
Completed Application by Developer	10/12/2004
DRC Recommendation	11/11/2004
P&Z Public Hearing/Recommendation	11/18/2004
City Council Decision	11/22/2004
Plat Recorded	12/10/2004
RIGHT-OF-WAY ABANDONMENT	
Application Submittal- R.O.W. Abandonment	10/1/2004
Completed application	10/12/2004
DRC Recommendation	11/11/2004
TAB Recommendation	11/11/2004
City Council Decision- introduce ordinance	11/22/2004
City Council Public Hearing-adopt ordinance	12/13/2004
PERMITS	
Permit Application- building/site	2/17/2005
Administrative Decision- issuance or rejection	3/11/2005
Certificate of Occupancy- subject to completion of infrastructure/site and building improvements	TBD
Revision 2/17/04	

EXHIBIT I
UPTOWN MAITLAND WEST
SITE PLAN

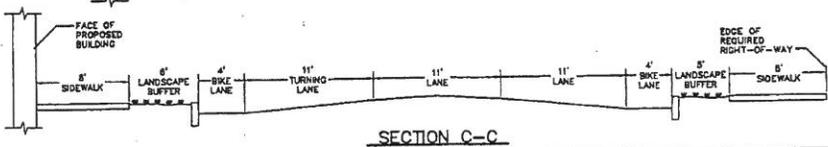
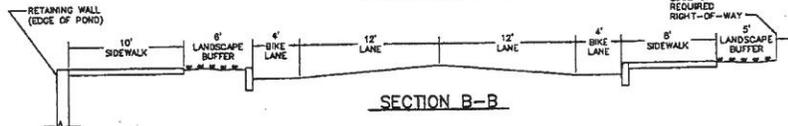
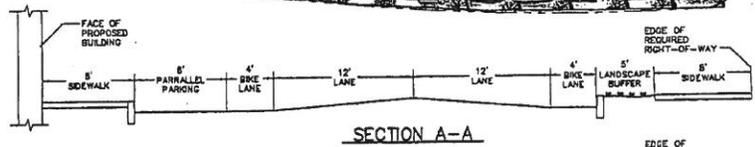


THE LOCATION OF THE POND EDGE SHALL BE AS DEPICTED IN THE SITE PLAN ATTACHED AS EXHIBIT D OF THE DEVELOPER'S AGREEMENT UPTOWN MAITLAND EAST FROM THE WESTERN BOUNDARY OF LOT 7 TO THE POINT AT WHICH THE POND EDGE TURNS TO THE NORTH AS IT APPROACHES SYBELLIA PARKWAY.

THE LOCATION OF SYBELLIA PARKWAY AS IT CONTINUES IN AN EASTERLY AND SOUTHERLY WAY BEYOND THE ACCESSWAY SHALL BE WITHIN 10 FEET OF THE LOCATION AS DEPICTED IN THE SITE PLAN ATTACHED AS EXHIBIT D OF THE DEVELOPER'S AGREEMENT UPTOWN MAITLAND EAST UNTIL IT REACHES A POINT ON THE ROAD DUE WEST OF THE SOUTHWEST CORNER OF THE BUILDING STRUCTURE DEPICTED AS PHASE I.

THE LOCATION OF SYBELLIA PARKWAY AS IT RUNS NORTH FROM GEORGE AVENUE SHALL BE AS DEPICTED IN THE SITE PLAN ATTACHED AS EXHIBIT D OF THE DEVELOPER'S AGREEMENT UPTOWN MAITLAND EAST UNTIL IT REACHES A POINT ON THE ROAD DUE WEST OF THE NORTHERNMOST POINT OF THE BUILDING STRUCTURE DEPICTED AS PHASE II.

THE LOCATION OF SYBELLIA PARKWAY AS IT RUNS EAST FROM US 17-92 (NORTH ORLANDO AVENUE) SHALL BE AS DEPICTED IN THE SITE PLAN ATTACHED AS EXHIBIT D OF THE DEVELOPER'S AGREEMENT UPTOWN MAITLAND EAST TO A POINT ON THE ROAD WHERE IT INTERSECTS THE ACCESSWAY DEPICTED THEREON.



NOTES:
 INFORMATION BASED ON SITE PLAN REFERENCED INTO DRMP CONSTRUCTION DRAWING JULY 28, 2004.
 THIS DRAWING IS NOT A SURVEY.



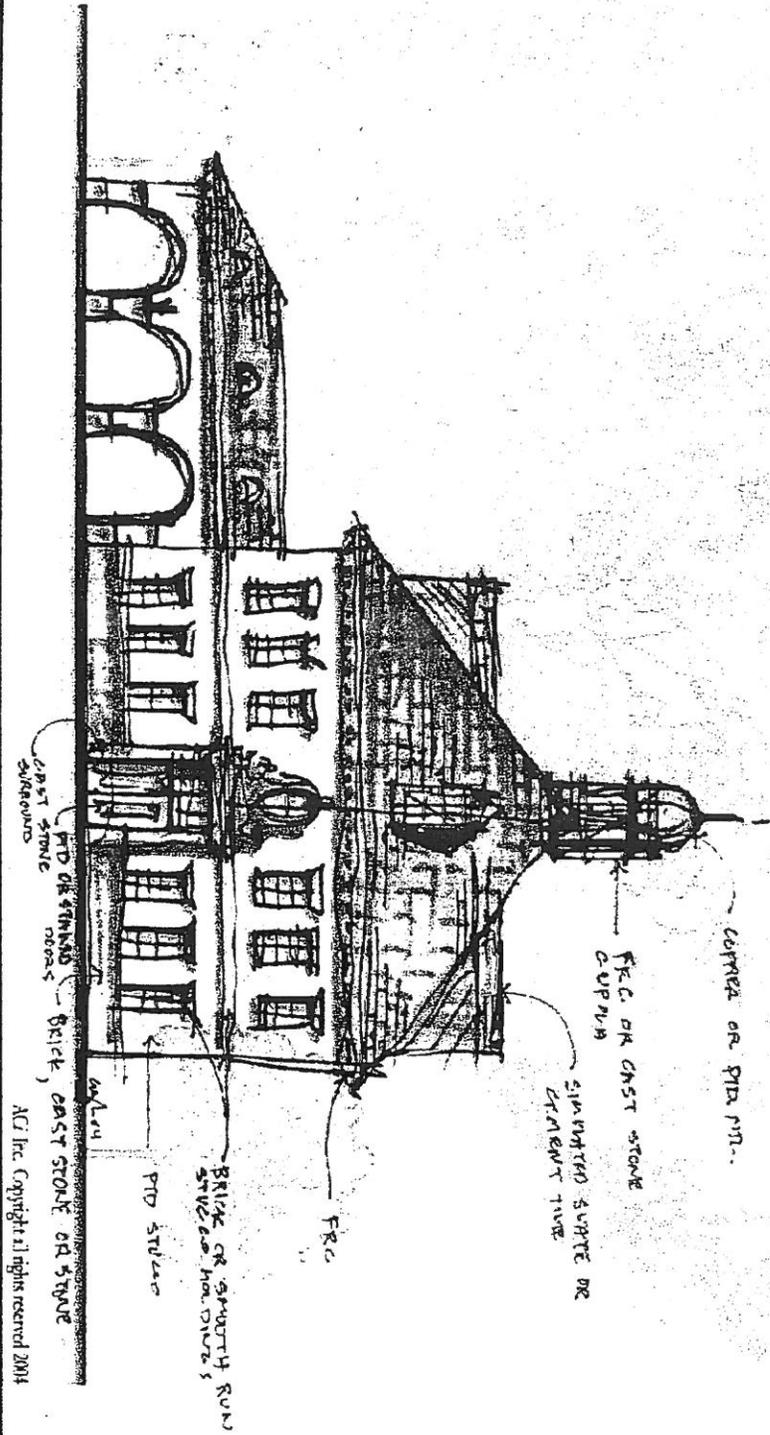
CITY OF MAITLAND, FLORIDA
 UPTOWN MAITLAND WEST

EXHIBIT
 I

EXHIBIT J
UPTOWN MAITLAND WEST
PUBLIX PROPERTY

Lots 1, 2 and 3, and Tract A, Maitland Place Plat subdivision plat, as recorded in Plat Book 54, Pages 57 and 58, in the Public Records of Orange County, Florida

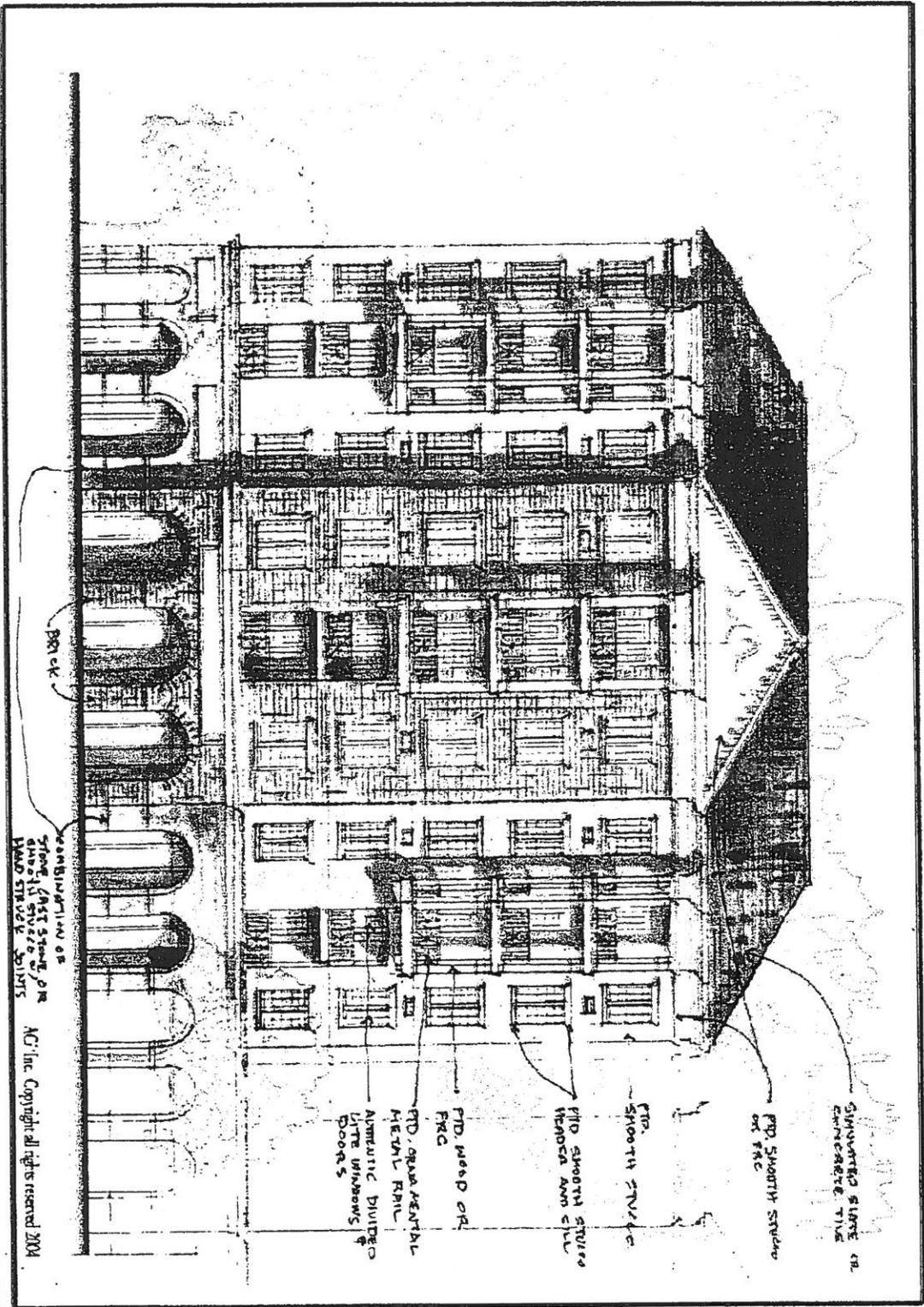
EXHIBIT K
UPTOWN MAITLAND WEST
BUILDING ELEVATIONS AND MATERIALS LIST



Uptown Maitland

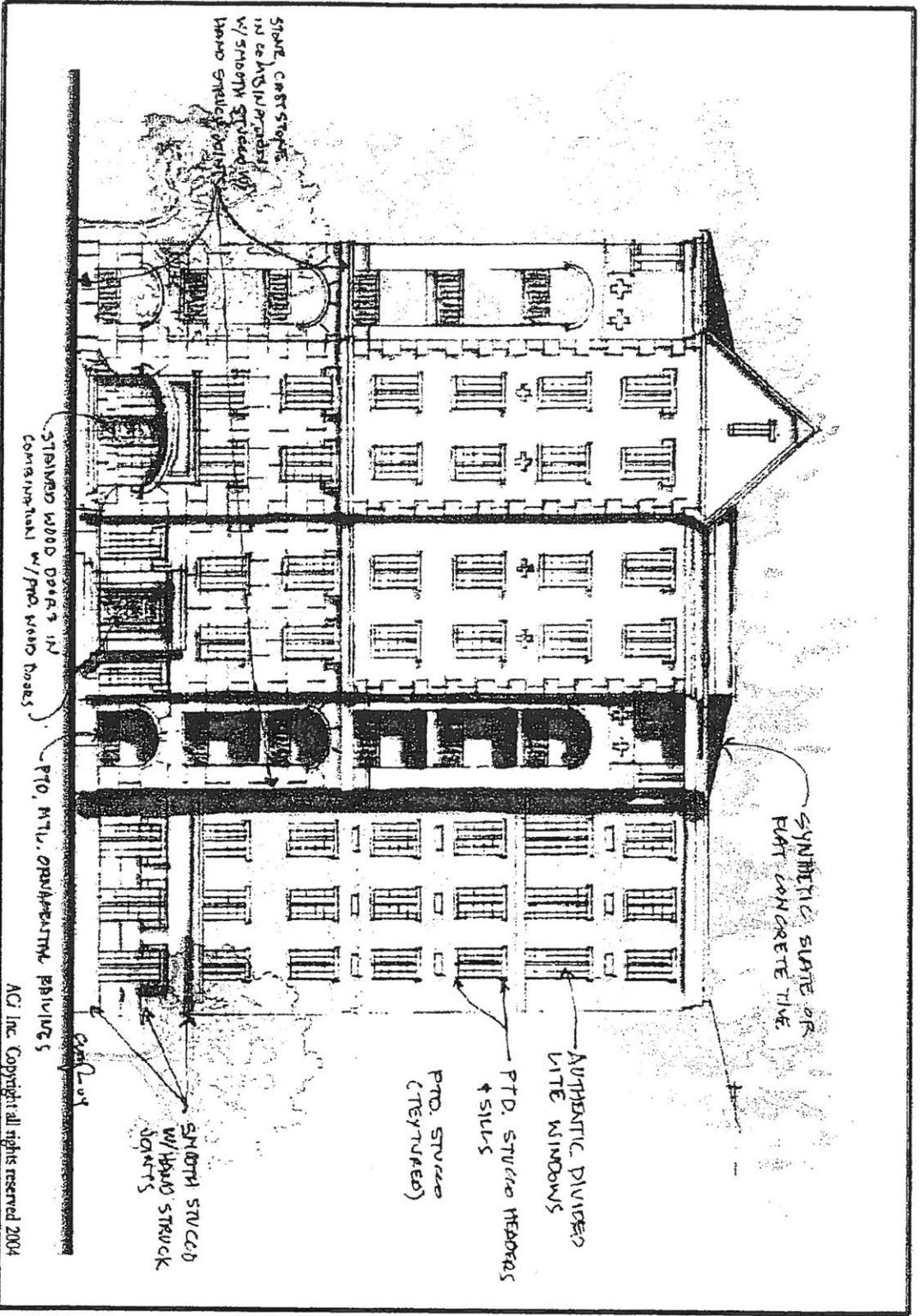
CVT PROJECT RUM-PINZ

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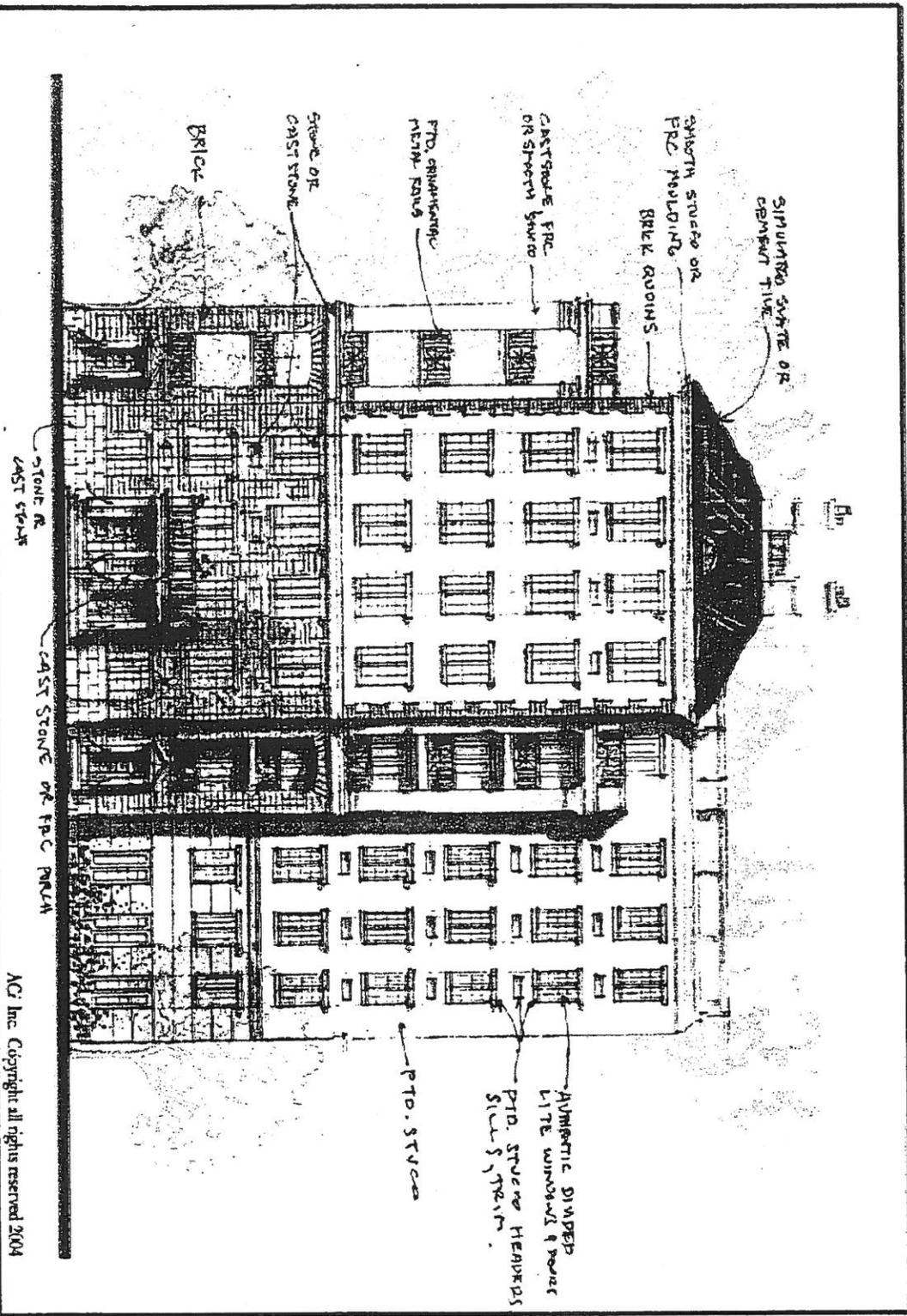


Uptown Maitland

RECONSTRUCTION OF
SCHEME 2



Uptown Maitland



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Uptown Maitland

EXHIBIT L
UPTOWN MAITLAND WEST
FORM OF TEMPORARY EASEMENT

Instrument:
Project:

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of \$ _____, other valuable considerations, and of the benefits accruing to us, we, <corporation>, a corporation organized and existing under the laws of the State of _____, having its principal place of business in the City of _____, County _____ of _____, whose address is _____, Grantor, do hereby give, grant, bargain, and release to ORANGE COUNTY, FLORIDA, whose post office address is Box 1393, Orlando, Florida, 32802-1393, Grantee, a temporary easement to enter upon the portion of the lands of the owners, for the purposes described herein, such lands being described as follows:

SEE ATTACHED SCHEDULE "A"

Property Appraisers Parcel Identification (Folio) Number:
(a portion of)

This easement is granted for construction purposes only, including the right to enter upon said lands for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration during Grantee's construction of a [*type kind of project, i.e. sanitary sewer, drainage, etc.*] improvement, as Grantee deems necessary or prudent. Should Grantee perform any such construction activities in the easement area, Grantee shall, at its sole cost and expense, restore such lands to the condition existing prior to such construction activities, including the repair or replacement of any paving, curbing, sidewalks or landscaping.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural improvements will not be damaged.

THIS EASEMENT shall expire upon the completion of the construction of the said project or after 7 years, whichever occurs first.

(e) Status of Property. City shall endeavor to obtain (a) a title insurance commitment in favor of the Developer on the Infill Property, the City Sliver Parcel and the Uptown East Sliver showing that each such property is free and clear of encumbrances except liens which will be terminated on transfer, this Agreement and easements of record; and (b) a Phase II environmental report showing no soil or groundwater contamination above regulatory guidelines per 62-777 FAC. In the event that City fails to deliver either the foregoing commitment and environmental report on or before the **Transfer Date**, Developer shall be entitled to terminate this Agreement, and neither party hereunder shall have any further obligation.

(f) City Option. Notwithstanding the foregoing subparagraphs of this Section 6, the City may, at its option, convey the City Sliver Parcel, the Infill Property and the Uptown East Sliver Parcel to the CRA for subsequent conveyance to the Developer, pursuant to Section 163.400, Florida Statutes.

7. Streetscape; Utility Lines; Stormwater Access.

(a) Streetscape. Developer shall design, permit, and construct, at its own cost and expense, the streetscape from the back edge of curb along US 17-92 and the Roadway to the buildings constructed as a part of the Development Improvements, consistent with the Site Plan and the design standards in the DMRP. Developer shall have the obligation to maintain the streetscape along US 17-92 and the Roadway in accordance with the plans approved therefor by City, which maintenance obligation shall be outlined in the Plat, as provided in Chapter 7.5, Maitland Code.

(b) Utility Lines. Developer shall be responsible for relocation, at Developer's cost, of power lines and any other utility lines (including without limitation cable and communications lines) co-located on power line poles along George Avenue and US 17-92 on and adjacent to the Uptown Maitland West Property in accordance with the Conceptual Site Plan and the approved construction plans and specifications for the Uptown Maitland West Property. City shall be responsible to relocate, at City's cost, any utility lines owned by City on the Uptown Maitland West Property that must be relocated to accommodate the Development Improvements.

(c) Stormwater Access. The Plat shall contain a drainage easement in favor of the Uptown Maitland West Property, in such area as is agreed upon by the parties to accommodate all permitted drainage from the Uptown Maitland West Property into the Pond. However, Developer shall be responsible, at its cost, to design, permit, and construct all connections to tie the stormwater conveyance system for the Uptown Maitland West Property into City's stormwater system at a location either along the Roadway or in the Access Easement Area, as the City and Developer may agree. The Plat shall contain an emergency easement in favor of City over the foregoing drainage easement sufficient to allow City to maintain the drainage system in the event the owner of the Uptown Maitland West Property fails to do so and such failure will result in imminent damage to the Pond, the Roadway and/or City's drainage system.

8. Open Space/Permeable Space Approval. Upon (a) City's approval of the construction plans for the Development Improvements as shown on the Conceptual Site Plan in accordance with City's formal site plan review process, as it relates to the streetscape along US 17-92 and along George Avenue, as well as the other Development Improvements on the Uptown Maitland

Instrument:

Project:

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by _____, its President, and its corporate seal to be affixed, attested by _____, dated this ___ day of _____, _____.

Signed, sealed, and delivered in the presence of:

(corporate name)

Witness

BY: _____
President

Printed Name

Printed Name

Witness

ATTEST: _____

Printed Name

Printed Name

(Signature of TWO Witnesses required by Florida Law)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____ A.D., 20____, before me personally appeared _____ and _____, respectively _____ and _____, of <corporation>, a corporation under the laws of the State of _____, to me known to be, or who have each produced _____ and _____ as identification, and did (did not) take an oath, the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this ___ day of _____, 20_____.

(Notarial Seal)

Notary Signature

This instrument prepared by:
_____, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Printed Notary Name
Notary Public in and for the County and State
aforesaid
My commission expires:

EXHIBIT M
UPTOWN MAITLAND WEST
FEE SCHEDULE

EXHIBIT M
FEE SCHEDULES
UPTOWN MAITLAND WEST

IMPACT FEES

Description	Rate	Units	Total Fee
Traffic Impact Fee (mfr)	\$794.00	375.00 m.f.	\$297,750.00
Fire Impact Fee	\$105.55	375 m.f.	\$39,581.25
Sewer Connection	\$1,135.20	375 gal/day	\$425,700.00
Water Meter Fee	\$1,000.00	1 meter (2")	\$1,000.00
Water Connection Fee	\$7,172.00	1 meter (2")	\$7,172.00
Park	\$2,000.00	375 du	\$750,000.00
School	\$1,907.00	375 du	\$715,125.00
Subtotal			\$2,236,328.25

PERMIT FEES

Description	Rate	Units	Total Fee
Application fee (MFR)	.005 x Permit fee	\$19,800,000.00	\$49,512.50
Permit fee (MFR)	\$30 + .005 x value over \$1000	\$19,799,000.00	\$99,025.00
Inspection fee (MFR)	.005 x value	\$19,800,000.00	\$99,000.00
Radon Fee (MFR)	\$0.01 x Square Foot	450,000 s.f.	\$4,500.00
Application fee (retail)	.005 x Permit fee	\$2,975,000.00	\$7,450.00
Permit fee (retail)	\$30 + .005 x value over \$1000	\$2,974,000.00	\$14,900.00
Inspection fee (retail)	.005 x value	\$2,975,000.00	\$14,875.00
Radon Fee (retail)	\$0.01 x Square Foot	35,000 s.f.	\$350.00
Subtotal			\$289,612.50

SITE FEES

Description	Rate	Units	Total Fee
Site Clearing		15	\$84.00
Site Improvements	.01 x site const. value	\$1,120,000.00	\$11,200.00
Subtotal			\$11,284.00

\$2,537,224.75
(\$537,980.00)
\$1,999,244.75

TOTAL
Existing Bldgs Credit
Fees to be Paid