

**ORIGINAL**

**BEFORE THE STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

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FLORIDA HOUSING  
FINANCE CORPORATION

KENSINGTON PLACE PARTNERS, LP

Petitioner,  
vs.

FHFC No. 2012-042UC  
Application No. 2011-225C

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.  
\_\_\_\_\_ /

**PETITION FOR ADMINISTRATIVE HEARING**

Pursuant to Section 120.569 and .57, Florida Statutes (F.S.) and Rule 67-48.005(5), Florida Administrative Code (F.A.C.), Petitioner, Kensington Place Partners, LP ("Kensington") requests an administrative hearing to challenge FLORIDA HOUSING FINANCE CORPORATION's ("Florida Housing") scoring actions concerning Universal Cycle Application No. 2011-234C ("Uptown Maitland"). In support of this Petition, Kensington provides as follows:

1. Kensington is a Florida limited partnership with its address at 5604 PGA Boulevard, Suite 109, Palm Beach Gardens, Florida 33418 Kensington is in the business of providing affordable rental housing units.
2. Florida Housing is the state agency delegated the authority and responsibility for administering and awarding funds pursuant to Chapter 420, F.S., and Rules 67-21 and 67-48, F.A.C.

**Nature of the Controversy**

3. On December 6, 2011, Kensington applied to Florida Housing for funding pursuant to the Low Income Housing Tax Credit Program (LIHTC). The purpose of the requested funds was

to supplement the construction of a 105 unit affordable housing apartment complex in Winter Park, Florida, named Kensington Place.

4. Pursuant to section 420.5099, Florida Statutes, Florida Housing is the designated “housing credit agency” for the State of Florida and administers Florida’s low-income housing tax credit program. Through this program, Florida Housing allocates Florida’s annual fixed pool of federal tax credits to developers of affordable housing.

5. The tax credits allocated annually to each state are awarded by state “housing credit agencies” to single-purpose applicant entities created by real estate developers to develop specific multi-family housing projects. An applicant entity will then sell this ten-year stream of tax credits, typically to a “syndicator,” with the sale proceeds generating much of the funding necessary for development and construction of the project. The equity produced by this sale of tax credits in turn reduces the amount of long-term debt required for the project, making it possible to operate the project at rents that are affordable to low-income and very-low-income tenants.

6. The United States Congress has created a program, governed by Section 42 of the Internal Revenue Code (“IRC”), by which federal income tax credits are allotted annually to each state on a per capita basis to encourage private developers to build and operate affordable low-income housing for families. These tax credits entitle the holder to a dollar-for-dollar reduction in the holder’s federal tax liability, which can be taken for up to ten years if the project continues to satisfy all IRC requirements.

**The 2011 Universal Application Cycle**

7. Because Florida Housing’s available pool of federal tax credits each year is limited, qualified projects must compete for this funding. To assess the relative merits of proposed projects, Florida Housing has established a competitive application process pursuant to Chapter 67-48,

F.A.C. Specifically, Florida Housing's application process for 2011, as set forth in Rules 67-48.002-.005, F.A.C., involves the following:

- (a) The publication and adoption by rule of an application package;
- (b) The completion and submission of applications by developers;
- (c) Florida Housing's preliminary scoring of applications;
- (d) An initial round of administrative challenges in which an applicant may take issue with Florida Housing's scoring of another application by filing a Notice of Possible Scoring Error ("NOPSE")
- (e) Florida Housing's consideration of the NOPSEs submitted, with notice to applicants of any resulting change in their preliminary scores;
- (f) An opportunity for the applicant to submit additional materials to Florida Housing to "cure" any items for which the applicant received less than the maximum score;
- (g) A second round of administrative challenges whereby an applicant may raise scoring issues arising from another applicant's cure materials by filing a Notice of Alleged Deficiency ("NOAD");
- (h) Florida Housing's consideration of the NOADs submitted, with notice to applicants of any resulting change in their scores;
- (i) An opportunity for applicants to challenge, via informal or formal administrative proceedings, Florida Housing's evaluation of any item for which the applicant received less than the maximum score; and
- (j) Final scores, ranking, and allocation of tax credit funding to applicants through the adoption of final orders.
- (k) A final appeals process through which applicants may be allocated award funding from future credits by making the case that "but for" specific scoring errors by Florida Housing on other applications, their application would have been funded

8. At the completion of this process a Final Score is assigned to each Application.

Based on these Final Scores, and a series of Tie Breakers, Applications are then ranked. Funds are awarded to applicants starting with applicable preferences and set asides and the highest

scoring applicants, until the available funds are exhausted. Applicants compete for funds, against other applicants.

**Kensington's Application**

9. Based on a review of Florida Housing's Final Ranking dated June 8, 2012 Kensington received a final score of 79 out of a possible 79 points for its Application. Kensington received 6 out of 6 a possible Ability-To-Proceed and 33.5 out of a possible 37 Proximity Tie-Breaker points, and was deemed to have passed threshold. This score would place Kensington in the funding range, "but for" Florida Housings scoring of other Applications. Florida Housing's scoring actions concern whether the Application 2011-234C was correctly scored and ranked.

10. As will be explained more fully below, Florida Housing's scoring actions is erroneous.

**Substantial Interests Affected**

11. As an applicant for funds allocated by Florida Housing, Kensington substantial interests are adversely affected by the scoring decisions here. The final scoring actions of Florida Housing resulted in Kensington's application being displaced from the funding range for County Developments. Since the purpose of the tax credit program in general is to provide funding to developers of apartment projects for low income residents, then Kensington's interests are adversely and substantially affected by the loss of funding. Indeed, without the requested funding, Kensington's ability to provide much needed affordable housing units will be severely jeopardized.

### **Principals, Financial Beneficiaries**

12. The Universal Application at Part II requires an applicant to provide information about the Applicant and the Development Team. Specifically at Exhibit 9 an applicant must disclose the Principals for the Applicant and for each Developer.

13. In response to a NOPSE Uptown Maitland submitted a revised Exhibit 9, which failed to satisfy the requirements of the Application Instructions. The Application Instructions require that for each type of entity involved with the Applicant and Developer Entities, all Principals and Financial Beneficiaries be identified in accordance with Rule 67-48.002, (50) and (91). (See Attachment A)

14. Rule 67-48.002 (50) F.A.C. defines 'Financial Beneficiary' as any principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Developer except as further described in Rule 67-48.0075, F.A.C. Rule 67-48.002 – (91) F.A.C. goes on to define "'Principal' as any officer, director, shareholder, manager, member, general partner or limited partner of any general partner or liability partner of an Applicant or Developer..." and "(iv) any officer, director, shareholder, manager, member, general partner or limited partner of any shareolder of an Applicant or Developer."

15. With respect to the Developer Entity – Atlantic Housing Partners, L.L.L.P., Uptown Maitland did not identify the Principals/Financials Beneficiaries (i.e. members) of the General Partner and the Limited Partner Entities of the Developer Entity.

Specifically, the Principals/Financial Beneficiaries for the following entities were not identified:

- (a) Atlantic Housing Partners Nevada, L.L.C.
- (b) Florida CIS Housing Advisors, L.L.C.
- (c) Atlantic Housing Group Partner, L.L.C.

- (d) Firenze Housing, L.L.C.
- (e) Jaks Trust, L.L.C.

16. There is no information as to who the actual ultimate Principals/Financial Beneficiaries are in each of these Entities. In effect, this information is concealed by adding an additional organizational level. Based on the information provided, it is impossible to determine if an individual or entity otherwise barred from participation in Florida Housing's program has an interest in these limited liability companies. The Applicant failed to correctly identify the Principals/Financial Beneficiaries, of the various partner entities of its Developer entities as required in the 2011 Application Instructions and Rule 67-48.002, (50) and (91). Therefore the Application should be deemed to have failed Threshold. This issue was timely raised in a NOPSE and NOAD, however, Florida Housing erroneously failed to penalize Uptown Maitland.

#### **Local Government Site Plan Approval**

17. At Part III, Section (A.) the Universal Application asks for general development information. At Part III, Section (A.)(6.) of its submitted Application, Uptown Maitland indicated that its Development would have 93 units. However, the Uptown Maitland submission to the City of Maitland for a proposed amendment to the Development Agreement for the Uptown Maitland site only called for the development of 90 affordable housing units for seniors. (See Attachment B)

18. The Local Government Verification of Status of Site Plan Approval for Multifamily Developments form executed and submitted as Exhibit 26 could only be based on the permitted number of units approved by the City, which is 90 units. To the extent that the executed Exhibit 26 for Site Plan Approval is based on 90 residential units, it is inconsistent with the Application, and it should have been rejected.

19. Should Uptown Maitland subsequently seek to reduce its total number of units to conform to the City's development approval, it should be noted that under Chapter 67-48, Rule No. 67-48.004(14), "there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application Deadline. Failure to submit these items in the Application at the time of the Application Deadline shall result in rejection of the Application without opportunity to submit additional information. Any attempted changes to these items will not be accepted. These item are ...(i) Total number of units,". Any change in the total number of units can only occur after the application process is complete and an Applicant has been invited into credit underwriting. Application 234C should fail Threshold and lose its Ability To Proceed Tie Breaker Point for Site Plan.

### **Zoning**

20. The Universal Application at Part III, Section (C.)(4.) requires an applicant to provide information to demonstrate that the appropriate zoning is in place for the proposed development. The Universal Application Instructions also generally provide that an applicant must provide complete and accurate information in all completed forms and exhibits. Specifically the applicant must provide behind Exhibit 32 a properly executed form from the applicable local government. The verification form pursuant to the Universal Application Instructions must demonstrate as of the date of the Application Deadline that appropriate zoning consistent with the local land use regulations is in place for the proposed development.

21. In response to the Universal Application requirements Uptown Maitland provided a zoning verification form at Exhibit 32. The zoning verification form was signed by James Williams, City Manager and confirms that the proposed Development is in the "General Commercial" zoning designation. Pursuant to Sec. 21-18(IV)(b) of Chapter 21 of the City of

Maitland Code of Ordinances, GC, general commercial district, prohibits "new single, two or multi-family dwellings". Under this zoning designation Uptown Maitland has not demonstrated it has zoning approval for the subject development. This issue was properly raised in a NOPSE and NOAD, however, Florida Housing failed to accept the challenge. (See Attachment C)

22. At Exhibit 32, the maximum density for the proposed development site (96 units) was indicated on the first line of Subjection (1) of such form. However, the maximum density for the subject development is established by reason of the Developer's agreement between the current owner of the property and the City of Maitland. As such, the development site is subject to an existing "special use or similar permit" by virtue of the Developer's Agreement, and the permitted number of units (96) should have been indicated on the third line under Subsection (1) rather than on the first line. For the foregoing reason, should have received zero Ability To Proceed Tie Breaker Points for Exhibit 32 and should have been found to have failed this Threshold requirement. (See Attachment D) Again this issue was raised at the NOPSE and NOAD phase, however, Florida Housing failed to accept the challenge.

#### **Local Government Contribution**

23. At Part IV the Universal Application requests information concerning local government support for the proposed project. A Exhibit 36, Uptown Maitland submitted evidence of a \$100,000 SHIP grant from Orange County. However as indicated by Orange County SHIP Program Local Housing Assistance Plan the maximum SHIP grant which may be awarded by Orange County is \$75,000.00. As such, Orange County has exceeded the legally permissible limit on the amount of the SHIP grant made to Applicant. As such, Uptown Maitland should have received zero Local Government Contribution points. (See Attachment E)



### Proximity Tie Breaker Points

24. The Universal Application at Part III (A.)(10.) allows an applicant to obtain Proximity Tie-Breaker Points for the proposed developments proximity to selected services. Maitland designated "Doctor's Associates of Orlando as its Medical Facility for one of the services for proximity tie breaker points. As was pointed out in detail by a NOPSE. "Doctor's Associates of Orlando" does not satisfy the definition for "Medical Facility" found in the 2011 Universal Application Instructions.

25. As pointed out by the NOPSE "Doctor's Associates of Orlando" has many defects with regard to qualifying as a Medical Facility, the most important of which is that a person cannot reliably walk in and receive general medical treatment or general surgical services at least five days per week. Additional defects include:

- 1) "Doctor's Associates of Orlando" has no business license in the City of Maitland or Orange County for any business at that address. (Affidavit by Kathryn A. Breslow in support attached)
- 2) The phone numbers (407-790-7870 and 407-790-7871) are mobile numbers in the names of private individuals, all of which when unanswered go to the voicemail of another private individual's phone number, which, when called several times, is not answered personally but only by a voicemail message repeating a 954-557-8701 phone number. None of the phones' voicemail answering services ever mention "Doctor's Associates of Orlando" or use any words to describe any business, including a Walk-In Clinic. (Affidavits by Kathryn A. Breslow, Yonina C. Weiss, and Sean P. Law in support attached)
- 3) The voice message is anonymous and says nothing about "Doctor's Associates of Orlando", medical services, hours of operation or what to do about emergency issues. (Affidavits of Kathryn A. Breslow, Yonina C. Weiss, and Sean P. Law in support attached).
- 4) There is no phone number in the business's name. (Affidavits of Kathryn A. Breslow, Yonina C. Weiss, and Sean P. Law in support attached)
- 5) Information filed with the State of Florida on SunBiz.org for "Doctor's Associates of Orlando" shows that Doctor's Associates of Orlando, LLC has a principal office at 383 Emerson Plaza, 316, Altamonte Springs, FL 32701, not the address listed in the Application. Prudent Marcelin is listed as the registered agent. (Affidavit by Kathryn A. Breslow in support attached)
- 6) Prudent Marcelin is the only doctor practicing at the address shown in the Application. He is also practicing at another address miles away in Longwood,

FL and also works at a hospital. (Affidavit by Kathryn A. Breslow and Yonina C. Weiss in support attached)

- 7) On January 24, 2012, at 12:56 p.m., the phone number 407-790-7870 which was answered by a women who informed the caller that she had called Doctor's Associates of Orlando; that the caller should give three-hours notice because the doctor was not always there; that only one doctor worked there; and that the doctor's name was Prudent Marcelin. (Affidavit by Yonini C. Weiss in support attached)
- 8) There is no signage visible from the street, and nothing about accepting walk-ins at the street level, or on the second floor at the back of the building where the entrance is located. There were no office hours posted. (Affidavits by Todd L. Borck and Sean P. Law in support attached)
- 9) On January 19, 2012, at 12:10 p.m. there were no employees other than the receptionist and no patients and the receptionist told a visitor to come back another time or to make an appointment. (Affidavit by Todd L. Borck in support attached)

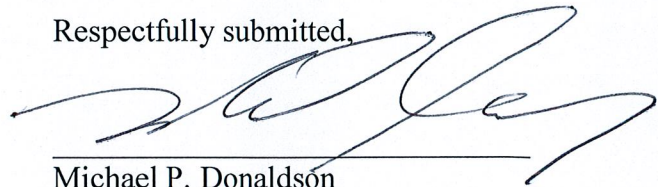
26. In summary, one cannot walk in and get the medical attention as required by the Universal Application Instructions. Based on the information obtained from and about "Doctor's Associates of Orlando," this service does NOT qualify for an tie-breaker points and therefore the Applicant should not receive any of the four proximity tie-breaker points awarded during Preliminary Scoring. (See Attachment F)

27. Based on the above referenced scoring errors by Florida Housing, Application No. 2011-234C was scored higher than the Kensington. Had Application No. 2011-234 been properly scored including rejection of the Application then Kensington would have been funded.

WHEREFORE, Kensington requests that it be granted an administrative proceeding to contest Florida Housing's erroneous scoring decisions. To the extent there are disputed issues of fact, this matter should be forwarded to the Division of Administrative Hearings. Ultimately, Kensington requests the entry of a Recommended and Final Order which finds that: Florida Housing's scoring decision as to Application No. 2011-234C is erroneous and but for those

erroneous scoring decisions Kensington would have been funded. Kensington would also request that it be funded from the next available allocation.

Respectfully submitted,



Michael P. Donaldson  
FL Bar No. 0802761  
CARLTON FIELDS, P.A.  
P.O. Drawer 190  
215 S. Monroe St., Suite 500  
Tallahassee, FL 32302  
Telephone: (850) 224-1585  
Facsimile: (850) 222-0398

Counsel for Applicant

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the original of the foregoing has been filed by Hand Delivery with the Agency Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301; and a copy furnished to Della Harrell, Agency Clerk, Florida Housing Finance Corporation, 227 N. Bronough St., Suite 5000, Tallahassee, FL 32301, this 21<sup>st</sup> day of July, 2012.



MICHAEL P. DONALDSON

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FLORIDA HOUSING  
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# ATTACHMENT A

## 2011 CURE FORM

(Submit a SEPARATE form for EACH reason relative to EACH Application Part, Section, Subsection, and Exhibit)

This Cure Form is being submitted with regard to **Application No. 2011-234C** and pertains to:

Part II Section A Subsection 3 Exhibit No. 9 (if applicable)

The attached information is submitted in response to the 2011 Universal Scoring Summary Report because:

1. Preliminary Scoring and/or NOPSE scoring resulted in the imposition of a failure to achieve maximum points, a failure to achieve threshold, and/or a failure to achieve maximum proximity points relative to the Part, Section, Subsection, and/or Exhibit stated above. Check applicable item(s) below:

	2011 Universal Scoring Summary Report	Created by:	
		Preliminary Scoring	NOPSE Scoring
<input type="checkbox"/> Reason Score Not Maxed	Item No. ____S	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reason Ability to Proceed Score Not Maxed	Item No. ____A	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Reason Failed Threshold	Item No. 1T	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reason Proximity Points Not Maxed	Item No. ____P	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additional Comment	Item No. ____C	<input type="checkbox"/>	<input type="checkbox"/>

2. Other changes are necessary to keep the Application consistent:

This revision or additional documentation is submitted to address an issue resulting from a cure to Part \_\_\_\_ Section \_\_\_\_ Subsection \_\_\_\_ Exhibit \_\_\_\_ (if applicable).

Brief Statement of Explanation regarding  
Application 2011-234C

2011-234C  
...

Provide a separate brief statement for each Cure

Attached hereto is a revised Exhibit 9 that includes the sole manager of the general partner of the Applicant Entity.

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**Exhibit 9**

COPY

**APPLICANT: UPTOWN MAITLAND PARTNERS, LTD.,** a Florida limited partnership

**0.01% GP:** SAS Uptown Maitland Partners Managers, L.L.C., a Florida limited liability company

**100% - Sole Member and Sole Manager:** Southern Affordable Services, Inc., a Florida not-for-profit corporation\*

<b><u>Director</u></b>	<b><u>Office Held</u></b>
Scott D. Clark	President
Thomas C. Shaw	Vice President
David J. Ross	Secretary/Treasurer
<b><u>Non-Director Officers</u></b>	
Jay P. Brock	Exec. Vice President

**99.99% LP:** Southern Affordable Services, Inc., a Florida not-for-profit corporation\*

<b><u>Director</u></b>	<b><u>Office Held</u></b>
Scott D. Clark	President
Thomas C. Shaw	Vice President
David J. Ross	Secretary/Treasurer
<b><u>Non-Director Officers</u></b>	
Jay P. Brock	Exec. Vice President

\* Southern Affordable Services, Inc. is a not-for-profit 501(c)(3) organization and, as such, does not have shareholders.

**DEVELOPER: ATLANTIC HOUSING PARTNERS, L.L.L.P.,** a Florida limited liability limited partnership

**Sole General Partner:** Atlantic Housing Partners Managers, L.L.C., a Florida limited liability company

**Managers:** Paul M. Missigman  
W. Scott Culp

**Member:** Atlantic Housing Partners Nevada, L.L.C., a Nevada limited liability company

**Member:** Paul M. Missigman

**Member:** Scott Culp

**Limited Partner:** Florida CIS Housing Advisors, L.P., a Florida limited partnership

**General Partner** – Florida CIS Housing Advisors, L.L.C., a Florida limited liability company

**Limited Partner** – Michael J. Sciarrino Irrevocable Trust

**Limited Partner** – Suzanne Sciarrino

**Limited Partner:** Atlantic Housing Group Partners, Ltd., a Florida limited partnership

**General Partner** – Atlantic Housing Group Partners, L.L.C., a Florida limited liability company

**Limited Partner** – Firenze Housing, L.L.C., a Florida limited liability company

**Limited Partner** – Jaks Trust, L.L.C., a Florida limited liability company

# **ATTACHMENT B**



2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS

Name of Development: Uptown Maitland  
(Part DCA.1. of the 2011 Universal Cycle Application)

Development Location: 525 Sybelia Parkway, Maitland  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

Zoning Designation: General Commercial

Mark the applicable statement:

1.  The above-referenced Development is new construction or rehabilitation with new construction and the final site plan, in the zoning designation stated above, was approved on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)) by action of the \_\_\_\_\_ (Legally Authorized Body\*).
2.  The above-referenced Development is new construction or rehabilitation with new construction and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
The necessary approval/review was performed on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)) by Development Review Committee (Legally Authorized Body\*).
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

\* "Legally Authorized Body" is not an individual. Applicant must state the name of the City Council, County Commission, Board, Department, Division, etc., with authority over such matters.

CERTIFICATION

I certify that the City/County of Maitland has vested in me the authority to verify status of site plan approval \_\_\_\_\_ (Name of City or County) as specified above and I further certify that the information stated above is true and correct.

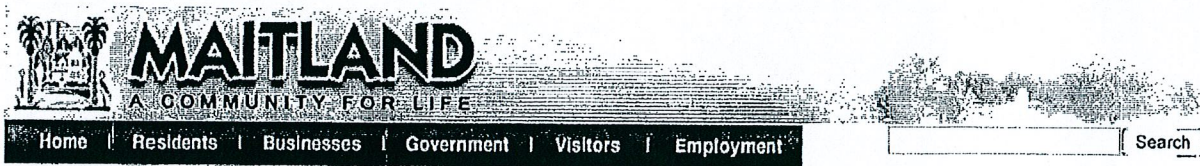
  
Signature

James S. Williams, City Manager  
Print or Type Name and Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatures. If this certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold. If this certification contains corrections or "white-out", or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

UA1016 (Rev. 3-11)  
67-49.001(1)(c); 67-21.003(1)(a), F.A.C.

Provide Behind a Tab Labeled "Exhibit 26"



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**NOTICE OF A PUBLIC HEARING TO CONSIDER AMENDING  
 NOTICE OF A PUBLIC HEARING TO CONSIDER AMENDING  
 AN AGREEMENT FOR A REDEVELOPMENT PROJECT KNOWN AS  
*Uptown Maitland East***

You are hereby notified that the Maitland City Council will hold the Second of two (2) Public Hearings to consider the adoption of an amendment to Redevelopment Agreement for the property commonly known as *UPTOWN MAITLAND EAST*. The Council will convene at on or about 6:30 p.m., Monday, October 24, 2011 in Council Chambers at the Maitland City Hall at 1776 Independence Lane, Maitland Florida. The purpose of the public hearing is to take public comment and to consider a proposed amendment to the Development Agreement submitted by Uptown Maitland, LLC Owner/Developer as well as the recommendation from the Maitland Planning and Zoning Commission. The project will located at 525 Sybelia Parkway;

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

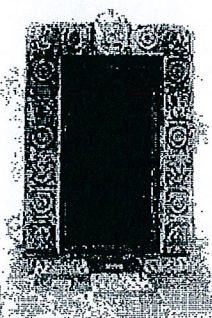
The proposed amendment will ask for consideration for:

- To construct up to 90 affordable housing units for seniors (55 and older) and 3,255 square feet of potential retail/office/flex space to be developed and owned by Atlantic Housing Partners;
- To provide acknowledge that "residential apartments for rent" is also a permitted use under the Developer's Agreement subject to the limitations set forth herein.
- To restrict the residential development of the property in perpetuity to only permit Housing for Older Persons as set forth in 42 U.S.C. 3601-3619, as same may be amended from time to time;
- Construction is to be limited to no more that 5 stories (55 feet plus 25 feet allocated for architectural treatments);
- The Parking calculation shall be based upon 1.5 spaces per unit; and
- The project's densities will be 63.83 DU/AC and an FAR of 1.63

Copies of this proposed Amendment may be downloaded from the City of Maitland Web page or obtained from the CRA offices in the Maitland City Hall at 1776 Independence Lane, Maitland Florida

Verl R. Enrick  
 Executive Director,  
 Maitland Community Redevelopment Agency Director  
 (407) 539-1255

Maitland News Archive



**Sec. 21-18. - GC, general commercial district.**

- (I) *Generally.* These districts are intended for general commercial activity. Businesses in this category require larger ground area and require a conspicuous and accessible location convenient to automotive traffic. In keeping with the general commercial character of the district, motels and hotels are permitted, but new residential construction is prohibited.
- (II) *Permitted principal uses and structure.* Permitted principal uses and structures shall be:
- (a) Retail outlets for sale of wearing apparel, toys, sundries and notions, books and stationery, jewelry, art or antiques, cameras or photographic supplies, sporting goods, musical instruments, television and radio (including repair incident to sales) florist or gift shop, office furniture, and similar products. Retail outlets for sale of food, new and used automobiles, motorcycles, trucks and tractors, boats, secondhand merchandise in completely enclosed building, heavy machinery and equipment, dairy supplies, feed, fertilizer, lumber and building supplies, monuments, and similar products, package store for sale of alcoholic beverages, home furnishings, and office equipment or furniture.
  - (b) Service establishments, such as barber or beauty shop, business school, restaurant, interior decorator, photographic studio, dance or music studio, reducing salon or gymnasium, laundry or dry cleaning pick-up station, parking lots without gasoline pumps or automotive services, self-service laundry, tailor or dressmaking, and similar activities. Service establishments such as automobile service station, repair and service garage, rental of automotive vehicle and trailers, auto laundry, job printing, drive-in restaurant, auction house or pawnshop, laundry or dry cleaning establishment, veterinarian or animal boarding kennels in soundproof buildings, bar or tavern for on-premises consumption of alcoholic beverages, pest control, plant nursery or landscaper, carpenter or cabinet shop, radio or television station, (As permitted in this section, a radio station or television station does not have co-located main or auxiliary transmitter facilities which transmissions are intended to be received by the public. Its functions are primarily in the areas of office, marketing and programming. All promotional and remote broadcasting vehicles shall be parked behind the buildings or screened in such a manner that the vehicles are out of view from the public streets or housed and stored off-site. Any microwave antenna co-located on the site and which transmission are not intended to be received by the public shall be considered identical to a satellite dish and shall be installed in compliance with section 21-5 (XV) of the Maitland City Code.), and similar activities.
  - (c) Banks and financial institutions, travel agencies, employment offices, express office, newspaper office (but not printing establishment) and similar establishments.
  - (d) Prescription drugstore.
  - (e) Commercial recreation facilities, such as moving picture theater, bowling alley, poolroom miniature golf course, golf driving or archery range, nightclub, swimming pool, carnival or similar activity.
  - (f) Hotels and motels.
  - (g) Light manufacturing:
    - (1) Conducted in a completely enclosed building;
    - (2) Not involving odor, noise, smoke or other obnoxious effects detectable to normal senses from outside the building;
    - (3) Not involving electrical interferences to television or radio off the premises; and
    - (4) Not involving storage of materials other than in the building or buildings in which the activity is located.
  - (h) Wholesale, warehouse, or storage use, but not bulk storage of flammable liquids.
  - (i) Arts and crafts studios and shops.
  - (j) Auto parts sales.
  - (k) Computer hardware services.
  - (l) Building trades contractor requiring storage of material and equipment on premises.
  - (m) Business and professional offices on all floors other than the ground floor, if the subject property abuts other than a residentially zoned district.
  - (n) Vocational, trade and business schools.
- (III) *Permitted accessory uses and structures.* Permitted accessory uses and structures shall be:
- (a) Uses and structures which:
    - (1) Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures;
      - a. Gift shops, souvenir shops, florist shops, and similar shops provided these users are associated with and an integral part of the motel, hotel, and/or motor hotel.
    - (2)

- Are located on the same lot as the permitted or permissible use or structure, or on a contiguous lot in the same ownership; and
- (3) Do not involve operations or structures not in keeping with the character of the district.
- (IV) *Prohibited uses and structures.* Prohibited uses and structures shall be:
- (a) Any use or structure not specifically, provisionally, or by reasonable implication permitted herein.
  - (b) New single-, two- or multiple-family dwellings.
  - (c) Manufacturing activities, except as specifically permitted; and
  - (d) Off-site advertising, except as specifically permitted.
  - (e) Any use which is potentially dangerous, noxious or offensive to neighboring uses in the district or to those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, emission of particulate matter, interference with radio or television reception, radiation, or likely for other reasons to be incompatible with the character of the district.
- (V) *Permitted conditional uses.* Uses and structures which may be allowed through the permitted conditional use process:
- (a) Shopping center, provided such center shall contain a minimum of one and one-half (1½) acres.
  - (b) Business and professional offices on all floors except the ground floor if a property abuts a residential district.
  - (c) Child care centers.
- (Ord. No. 763, § 1, 11-26-90; Ord. No. 803, § 2, 1-25-93)

2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS  
CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Uptown Maitland  
(Part III A.1. of the 2011 Universal Cycle Application)

Development Location: 525 Sybella Parkway, Maitland  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned Local Government official confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=023S](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=023S)):

- (1) The number of units (not buildings) allowed for this development site (if restricted) is: 96 and/or if a PUD, the number of units (not buildings) allowed per development site is: \_\_\_\_\_  
or  
if not a PUD and development site is subject to existing special use or similar permit, number of units allowed for this development site is: \_\_\_\_\_; and
- (2) The zoning designation for the referenced Development site is General Commercial; and
- (3) The intended use is consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Maitland has vested in me the authority  
(Name of City/County)

to verify consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapters 67-21 and 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

  
Signature

James S. Williams  
Print or Type Name

City Manager  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold.

If this certification contains corrections or "white-out", or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

# **ATTACHMENT C**

# Attachment A

## 2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Uptown Maitland  
(Part M.A.I. of the 2011 Universal Cycle Application)

Development Location: 525 Sybelia Parkway, Maitland  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned Local Government official confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=023S](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=023S)):

- (1) The number of units (not buildings) allowed for this development site (if restricted) is: 96 and/or if a PUD, the number of units (not buildings) allowed per development site is: \_\_\_\_\_  
or  
if not a PUD and development site is subject to existing special use or similar permit, number of units allowed for this development site is: \_\_\_\_\_; and
- (2) The zoning designation for the referenced Development site is General Commercial; and
- (3) The intended use is consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

### CERTIFICATION

I certify that the City/County of Maitland (Name of City/County) has vested in me the authority

to verify consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapters 67-21 and 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

  
Signature

James S. Williams  
Print or Type Name

City Manager  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold.

If this certification contains corrections or 'white-out', or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

UA1016 (Rev. 2-11)  
67-48.00(1)(c); 67-21.00(1)(c), F.A.C.

Provide Behind a Tab Labeled "Exhibit 32"

## Maitland, Florida, Code of Ordinances &gt;&gt; PART II - CODE OF ORDINANCES &gt;&gt; Chapter 21 - ZONING &gt;&gt;

## Chapter 21 - ZONING

- Sec. 21-1. - Short title; establishment of districts; official zoning map.
- Sec. 21-2. - Rules for interpretation of district boundaries.
- Sec. 21-3. - Application of district regulations.
- Sec. 21-4. - Administration and enforcement.
- Sec. 21-5. - Supplemental district regulations.
- Sec. 21-6. - Schedule of district regulations adopted.
- Sec. 21-7. - Districts designated.
- Sec. 21-8. - RS-1, RS-1A, RS-2, RS-3, single-family residential districts.
- Sec. 21-9. - UD, undeveloped urban district.
- Sec. 21-10. - RS-4, single-family residential district.
- Sec. 21-10a. - RS-5, single-family residential district.
- Sec. 21-11. - RS-D, residential single-family and duplex district.
- Sec. 21-11.1. - RS-D1, residential single-family and duplex district-special preservation.
- Sec. 21-12. - RG-1, multiple-family residential district.
- Sec. 21-13. - RG-2, RG-3 multiple-family residential districts.
- Sec. 21-14. - PO-1, PO-2, PO-3, professional office districts.
- Sec. 21-15. - OC, office, commercial district.
- Sec. 21-16. - OC-1, office commercial district-1.
- Sec. 21-17. - OC-3, office commercial district-3.
- Sec. 21-18. - GC, general commercial district.
- Sec. 21-19. - Mixed office residential commercial district (MORC).
- Sec. 21-19a. - Cultural corridor district (CC).
- Sec. 21-20. - Floating zones, public and public uses.
- Sec. 21-21. - PD, planned development district.
- Sec. 21-22. - Off-street parking and loading.
- Sec. 21-23. - Definitions.
- Sec. 21-24. - Reserved.

## Sec. 21-1. - Short title; establishment of districts; official zoning map.

- (i) *Title.* The rules and regulations hereby adopted shall be known as the "Zoning Code, City of Maitland, Florida."
- (ii) *Relationship to comprehensive development plan.* The foregoing regulations and requirements set forth herein have been established in accordance with the comprehensive development plan of the City of Maitland, Florida. This chapter provides regulations to implement goals, policies, and objectives of the comprehensive development plan and shall always be subject to the provisions of the comprehensive development plan.
- (iii) *Zoning code standards held to be a minimum.* In interpretation and application, the provisions of the zoning code shall be viewed as minimum requirements adopted for promotion of the public health, safety, welfare, economic order and aesthetics.
- (iv) *Prosecution under previous zoning code.* Any prosecution arising from a violation of any ordinance repealed by this zoning code, which prosecution was pending at the time this zoning code becomes effective, or any prosecution which may be started within one (1) year after the effective date of this zoning code in consequence of any violation of any ordinance repealed herein, which violation was committed prior to the effective date of this zoning code, shall be tried and determined exactly as if such ordinances had not been repealed.
- (v) *Official zoning map.* The city is hereby divided into zones, or districts, as shown on the official zoning map which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this chapter.

The official zoning map shall be identified by the signature of the mayor attested by the city clerk, and bearing the seal of the city under the following words: "This is to certify that this is the Official Zoning Map referred to in section 21-1 of the Maitland City Code," together with the date of the adoption of Ordinance No. 783.

If in accordance with the provisions of law, changes are made in district boundaries or any other matter portrayed on the official zoning map, such changes shall be entered on the official zoning map promptly after the amendment has been approved by the city council, with an entry on the official zoning map as follows: "On (date) \_\_\_\_\_, by official action of the City Council, the following changes were made in the Official Zoning Map: (brief description of nature of changes)," which entry shall be signed by the mayor and attested by the city clerk. Immediately upon its passage, the city clerk shall post a copy of the amending ordinance beside the official zoning map until such time as the change in the official zoning map, in the manner set out, shall have been made. The change in the official zoning map shall be made promptly and, upon such change having been made, the copy of the amending ordinance shall be immediately removed from beside the official zoning map.

No changes of any nature shall be made in the official zoning map or matter shown thereon except in conformity with the procedures set forth in this zoning code. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this zoning code and punishable as provided under Chapter 5.3, Code Enforcement, of this Code.

Cross reference—Code enforcement procedures, § 4.7-6 et seq.

Regardless of the existence of purported copies of the official zoning map which may, from time to time, be made or published, the official zoning map which shall be located in the vault, located in City Hall, shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the city.

- (vi) *Replacement of official zoning map.* In the event that the official zoning map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the city council may, by ordinance, adopt a new official zoning map which shall supersede the prior official zoning map. The new official zoning map may correct drafting or other errors or omissions in the prior official zoning map, but no such correction shall have the effect of amending the original official zoning map. The new official zoning map shall be identified by the signature of the mayor attested by the city clerk, and bearing the seal of the city under the following words: "This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted on (date) \_\_\_\_\_, as part of Ordinance No. \_\_\_\_\_ of the City of Maitland, Florida."

Unless the prior official zoning map has been lost, or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment.

(Ord. No. 783, § 1, 11-28-97; Ord. No. 995, § 114, 3-27-00)

## Sec. 21-2. - Rules for interpretation of district boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

- (a) Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines;
- (b) Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;
- (c) Boundaries indicated as approximately following city limits shall be construed as following such city limits;
- (d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- (e)



- (f) Any use which is potentially dangerous, noxious or offensive to neighboring uses in the district or to those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter, interference with radio or television reception, radiation, or likely for other reasons to be incompatible with the character of the district.

(V) *Permitted conditional uses.* None.  
(Ord. No. 763, § 1, 11-26-99)

**Sec. 21-18. - GC, general commercial district.**

- (I) *Generally.* These districts are intended for general commercial activity. Businesses in this category require larger ground area and require a conspicuous and accessible location convenient to automotive traffic. In keeping with the general commercial character of the district, motels and hotels are permitted, but new residential construction is prohibited.
- (II) *Permitted principal uses and structures.* Permitted principal uses and structures shall be:
- (a) Retail outlets for sale of wearing apparel, toys, sundries and notions, books and stationery, jewelry, art or antiques, cameras or photographic supplies, sporting goods, musical instruments, television and radio (including repair incidental to sales) florist or gift shop, office furniture, and similar products. Retail outlets for sale of food, new and used automobiles, motorcycles, trucks and tractors, boats, secondhand merchandise in completely enclosed building, heavy machinery and equipment, dairy supplies, feed, fertilizer, lumber and building supplies, monuments, and similar products, package store for sale of alcoholic beverages, home furnishings, and office equipment or furniture.
  - (b) Service establishments, such as barber or beauty shop, business school, restaurant, interior decorator, photographic studio, dance or music studio, reducing salon or gymnasium, laundry or dry cleaning pick-up station, parking lots without gasoline pumps or automotive services, self-service laundry, tailor or dressmaking, and similar activities. Service establishments such as automobile service station, repair and service garage, rental of automotive vehicle and trailers, auto laundry, job printing, drive-in restaurant, auction house or pawnshop, laundry or dry cleaning establishment, veterinarian or animal boarding kennels in soundproof buildings, bar or tavern for on-premises consumption of alcoholic beverages, pest control, plant nursery or landscaper, carpenter or cabinet shop, radio or television station. (As permitted in this section, a radio station or television station does not have co-located main or auxiliary transmitter facilities which transmissions are intended to be received by the public. Its functions are primarily in the areas of office, marketing and programming. All promotional and remote broadcasting vehicles shall be parked behind the buildings or screened in such a manner that the vehicles are out of view from the public streets or housed and stored off-site. Any microwave antenna co-located on the site and which transmission are not intended to be received by the public shall be considered identical to a satellite dish and shall be installed in compliance with section 21-5 (XV) of the Millard City Code.), and similar activities.
  - (c) Banks and financial institutions, travel agencies, employment offices, express office, newspaper office (but not printing establishment) and similar establishments.
  - (d) Prescription drugstore.
  - (e) Commercial recreation facilities, such as moving picture theater, bowling alley, poolroom miniature golf course, golf driving or archery range, nightclub, swimming pool, carnival or similar activity.
  - (f) Hotels and motels.
  - (g) Light manufacturing:
    - (1) Conducted in a completely enclosed building;
    - (2) Not involving odor, noise, smoke or other obnoxious effects detectable to normal senses from outside the building;
    - (3) Not involving electrical interferences to television or radio off the premises; and
    - (4) Not involving storage of materials other than in the building or buildings in which the activity is located.
  - (h) Wholesale, warehouse, or storage use, but not bulk storage of flammable liquids.
  - (i) Arts and crafts studios and shops.
  - (j) Auto parts sales.
  - (k) Computer hardware services.
  - (l) Building trades contractor requiring storage of material and equipment on premises.
  - (m) Business and professional offices on all floors other than the ground floor, if the subject property abuts other than a residentially zoned district.
  - (n) Vocational, trade and business schools.
- (III) *Permitted accessory uses and structures.* Permitted accessory uses and structures shall be:
- (a) Uses and structures which:
    - (1) Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures;
      - a. Gift shops, souvenir shops, florist shops, and similar shops provided these users are associated with and an integral part of the motel, hotel, and/or motor hotel.
    - (2) Are located on the same lot as the permitted or permissible use or structure, or on a contiguous lot in the same ownership; and
    - (3) Do not involve operations or structures not in keeping with the character of the district.
- (IV) *Prohibited uses and structures.* Prohibited uses and structures shall be:
- (a) Any use or structure not specifically, provisionally, or by reasonable implication permitted herein
  - (b) New single, two- or multiple-family dwellings.
  - (c) Manufacturing activities, except as specifically permitted; and
  - (d) Off-site advertising, except as specifically permitted.
  - (e) Any use which is potentially dangerous, noxious or offensive to neighboring uses in the district or to those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, emission of particulate matter, interference with radio or television reception, radiation, or likely for other reasons to be incompatible with the character of the district.
- (V) *Permitted conditional uses.* Uses and structures which may be allowed through the permitted conditional use process:
- (a) Shopping center, provided such center shall contain a minimum of one and one-half (1½) acres.
  - (b) Business and professional offices on all floors except the ground floor if a property abuts a residential district.
  - (c) Child care centers.

(Ord. No. 763, § 1, 11-26-99, Ord. No. 803, § 2, 1-25-93)

**Sec. 21-19. - Mixed office residential commercial district (MORC).**

- (I) *Generally.* The mixed office residential commercial district (MORC) is established to implement the city's comprehensive plan, which encourages mixed uses of office, commercial and residential development in areas along U.S. 17-92 where no frontage exists on U.S. 17-92, provided existing residential areas are preserved. The regulations outlined in this district will attempt to encourage an appropriate mixture of office and retail commercial uses, with residential uses allowed above the first floor and on lots of sufficient size. Emphasis in this area is placed on the compatibility of the uses, regulated by vegetated landscape buffers, sign regulations and design standards for curb cuts, as well as consistency with other city regulations governing development.
- (II) *Permitted principal uses and structures:*
- (a) Research and other types of laboratories not involving manufacturing and not involving odor, noise, smoke or other obnoxious effects detectable to normal senses from off the premises nor involving electrical interference to television or radio off the premises.
  - (b) Professional and business offices.
  - (c) Medical and dental clinics.
  - (d) Restaurants, cafeterias, lounges, coffee shops, and similar eating establishments (but not drive-in restaurants).
  - (e) Retail outlets for sale of wearing apparel, and accessories, toys, sundries and notions, books and stationery, coins, stamps, jewelry (including watch repair, but not pawnshops), art or antiques, cameras or photographic supplies, health and nutrition foods and accessories, sporting goods, bicycles, musical instruments, television and radio (including repair incidental to sales) florist or gift shop, office furniture luggage and, similar products.
  - (f) Service establishments, such as barber or beauty shop, interior decorator, or interior design studio (including sale of related products incidental to design), photographic studio, dance or music studio, reducing salon or gymnasium, or dry cleaning pick-up station, parking lots (without gasoline pumps or automotive services) self-service laundry, tailor or dressmaking, shoe repair, and similar activities.
  - (g) Banks and financial institutions, travel agencies, employment offices, newspaper office (not printing establishment), and similar establishments.
  - (h) Arts and crafts studios and shops.
  - (i) Computer hardware services.
  - (j) Residential dwelling units above the first story, with a minimum living area of seven hundred twenty-five (725) square feet per dwelling unit.

# **ATTACHMENT D**

2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS  
CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Uptown Maitland  
(Part III.A.1. of the 2011 Universal Cycle Application)

Development Location: 525 Sybella Parkway, Maitland  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

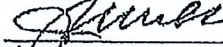
The undersigned Local Government official confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)):

- (1) The number of units (not buildings) allowed for this development site (if restricted) is: 96 and/or if a PUD, the number of units (not buildings) allowed per development site is: \_\_\_\_\_ or if not a PUD and development site is subject to existing special use or similar permit, number of units allowed for this development site is: \_\_\_\_\_; and
- (2) The zoning designation for the referenced Development site is General Commercial; and
- (3) The intended use is consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Maitland (Name of City/County) has vested in me the authority

to verify consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapters 67-21 and 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

  
Signature

James S. Williams  
Print or Type Name

City Manager  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold.

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Provide Behind a Tab Labeled "Exhibit 32"

UA1Q16 (Rev. 2-11)  
67-48.00(1)(c); 67-21.003(1)(c), F.A.C.

Return to:  
City Clerk  
City of Maitland  
1776 Independence Lane  
Maitland, FL 32751



INSTR 20030562274 OR BK 07124 PG 4529 RECD 09/29/2003 10:44:36 AM  
MARTHA O. HAYNIE, COMPTROLLER, ORANGE COUNTY  
REC FEE 145.50

**DEVELOPER'S AGREEMENT  
UPTOWN MAITLAND EAST**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of September, 2003, by and between the City of Maitland, Florida, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 1776 Independence Lane, Maitland, FL 32751, and Uptown Maitland, LLC, a Florida Limited Liability Company, whose address is 670 North Orlando Avenue, Suite 101, Maitland, Florida 32751 (hereinafter referred to as "Developer").

**RECITALS:**

WHEREAS, City and Developer have recognized the benefits of cooperation to redevelop a key area of City as more particularly referenced herein; and

WHEREAS, City desires to encourage private sector redevelopment of the Orlando Avenue (17-92) corridor and is willing to enter into this Development Agreement to provide for, implement and guarantee a quality development to promote the adopted Master Plan for this district, consistent with the Maitland Comprehensive Development Plan, 2001-2020 ("MCDP"); and to implement the traffic circulation and stormwater requirements for the Packwood District depicted and promoted in the Downtown Maitland Revitalization Plan ("DMRP"); and

WHEREAS, this proposed development provides the cornerstone of future development, as the City desires to construct its first regional storm water pond for the Packwood District of its DMRP in order to facilitate additional development incentives for properties in the Packwood District, while also completing the extension of Swoope Avenue as the second major roadway congestion management project for the DMRP; and

WHEREAS, Developer warrants that it has contracted with the owners of record of the real property described in the attached legal description marked Exhibit "A," which legal descriptions are attached hereto and incorporated by reference as if specifically set forth herein; and

WHEREAS, the owners of record of the real property described in the attached legal description marked Exhibit "A" have signed in agreement; and

WHEREAS, Developer desires to redevelop the real property described in Exhibit "A," hereinafter referred to collectively as the "Subject Property" and to receive assurances from City related to Developer's proposed redevelopment set forth herein; and

WHEREAS, Developer agrees to construct a minimum of 70 multi-family residential townhouses and up to 96 multi-family residential townhouses, as well as a minimum of 18,000 square feet of retail/professional office space and up to 65,000 square feet of retail/professional office space on the Subject Property (collectively "Development Improvements"); and

WHEREAS, Developer warrants that all liens and encumbrances affecting the Subject Property will be subordinated to this Development Agreement; 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 in reliance upon City's representations and agreements set forth herein; and

WHEREAS, City is authorized by Section 163.3223 to enter into development agreements; and

WHEREAS, the Planning and Zoning Commission, which also sits as the Local Planning Agency and the Land Development Regulation Commission, duly scheduled, advertised and held a public hearing on August 7, 2003; and

WHEREAS, the Planning and Zoning Commission heard all persons desiring to speak for and against the Agreement and recommended at their meeting of September 4, 2003, that the City Council approve said Agreement; and

WHEREAS, the Planning and Zoning Commission found the Agreement to be in substantial compliance with the MCDP; and

WHEREAS, the Maitland City Council duly scheduled, advertised and held a public meeting to consider said Agreement on September 22, 2003, and heard all persons desiring to speak for and against said Agreement; and

WHEREAS, the Maitland City Council finds that this Agreement will promote the health, safety and welfare of its citizens.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the 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. As used herein, the term "Developer" shall mean Uptown Maitland, LLC, a Florida Limited Liability Company, whose address is 670 North Orlando Avenue, Suite 101, Maitland, Florida 32751, and its express successors and assigns. As used herein, the term "City" shall include the City of Maitland, a Florida municipal corporation, and its express successors and assigns. Developer and City, when referred to collectively, shall hereinafter 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's Objectives –**

- To obtain from Developer all information necessary to proceed with a Site Plan Review process and Subdivision plat ("**Plat**") in the time frame outlined in Exhibit "B," Time Frames for Development Applications Review, attached hereto and incorporated herein; and
- To insure the design and construction of Development Improvements on the Subject Property are consistent with the design standards adopted in the **DMRP**, a copy of which is attached hereto as Exhibit "C;" and
- To insure a minimum mix of uses and square footage to support the objectives of the the **DMRP** and to create and maintain a high level of quality and character for the Packwood District of the **DMRP**; and
- To insure the construction of Development Improvements on the Subject Property, including site preparation, landscaping, infrastructure, and other improvements deemed necessary to finalize construction of the Subject Property, are consistent with City's

DMRP, Site Plan Review requirements, and City and other applicable regulations and specifications, which consistency determinations are to be made by the City Manager or his designee; and

- To receive sufficient right-of-way and property for the construction of the roadway extension, park and pond area as illustrated in Developer's Master Site Plan ("DMSP"), illustrated in Exhibit "D," Uptown Maitland Site Plan, attached hereto and incorporated herein; and
- To obtain a non-exclusive easement in favor of City for all real property owned by Developer along US 17-92, George Avenue and Sybelia Parkway in the area designated herein, from the property line to the back edge of the sidewalk, as required by DMRP for utilities, sidewalks and streetscapes; and
- To have Developer design and construct all streetscape elements required to be consistent with the DMRP (including relocation of all utilities along the right-of-way to underground) for the Subject Property along US 17-92, George Avenue, and Sybelia Parkway; and
- To insure the proposed development plan and DMSP, as set forth in Exhibits "D" and "E". (the development plan and DMSP are collectively referred to as the "Development Plan"), are consistent with the MCDP, applicable development regulations, and service levels adopted by City and all other applicable jurisdictions; and
- To insure all public infrastructure as depicted on the Development Plan, inclusive of the proposed high amenity road and fountain, are constructed concurrent with development by delegating the construction to Developer; and
- To receive prorated maintenance fees for maintenance of the stormwater pond in order to maintain that pond in an observable condition approximately equivalent to that public pond located in City and known as Lake Lily.

b. **Developer's Objectives --**

- To obtain from City timely administrative site plan review of the Development Plan and the Development Improvements in accordance with the time frames outlined in Exhibit "B," and
- To construct up to 65,000 square feet of retail/professional office space, and up to 96 multi-family residential units, with a maximum height of fifty-five feet (excluding roof elements and focal points not intended for human occupation) substantially consistent with the DMSP attached as Exhibit "D" and the elevations illustrated in Exhibit "E," all exhibits which are attached hereto; and
- To obtain from City a portion of its property on George Avenue east of the proposed Sybelia Parkway right-of-way and property at the northeast corner of the intersection of proposed Sybelia Parkway with Orlando Avenue which property shall become part of the Subject Property; and
- To receive assurances for the quality of development on the west side of the proposed roadway extension known as "Uptown Maitland West;" and
- To obtain expedited and off-site storm water system construction and operation

approvals for the Subject Property; and

- To obtain and confirm City open space approvals for the Development Improvements and Development Plan by installing and maintaining the streetscape on adjacent right-of-way from the curb to the back edge of the sidewalks along Orlando Avenue, George Avenue and Sybelia Parkway; and
- To obtain approval for a temporary sales center through the Administrative Site Plan Review process on the Phase III building pad area illustrated in Exhibit D until such time as Phase III construction is approved

These objectives are to be accomplished as set forth herein.

3 **Development Review for Subject Property.** Developer shall provide all information necessary and shall proceed with a Site Plan Review and Subdivision process for the Development Improvements and Development Plan, in the time frame outlined in Exhibit "B," Time Frames for Development Applications Review, attached hereto and incorporated herein. City shall proceed in accordance with the time frame outlined in Exhibit "B" so long as Developer has sufficiently completed each respective application as defined in the adopted procedures of City. Exhibit "B" may be modified at the mutual consent of Developer and the City Manager or designee of City.

4. **Development of Subject Property.** Unless otherwise specifically permitted in this Agreement, Developer shall design and construct the Development Improvements on the Subject Property consistent with the design standards (the "DMRP Design Standards") adopted in the DMRP. A copy of the DMRP Design Standards is attached hereto as Exhibit "C" and incorporated herein by reference. Further, Developer agrees to construct a minimum of 18,000 square feet of retail/professional office space, and shall be allowed to construct up to 65,000 square feet of combined retail/professional office space on the Subject Property. Total retail space shall not exceed 30,000 square feet. For purposes of this Agreement, City agrees to permit parking spaces obtained via cross parking easement or through land purchase and perpetual off-site parking agreement in a form acceptable to the City on the property adjacent to Orlando Avenue which is a mixed use tract or south of George Avenue (the "Adjacent Cross Parking Privileges"); and such dedicated Adjacent Cross Parking Privileges, once verified, are expressly deemed to be acceptable for inclusion in the calculation for parking space compliance in the mixed use area depicted on the Development Plan. . Developer also agrees to construct a minimum of 70 multi-family residential units, and shall be allowed to construct up to 96 multi-family residential units. The buildings shall have a maximum height of fifty-five feet (excluding roof elements and focal points not intended for human occupation), substantially consistent with the DMSP set forth on Exhibit "D," Uptown Maitland Site Plan, and the elevations illustrated in Exhibit "E;" all exhibits which are attached hereto and incorporated herein as if specifically set forth herein. Developer shall design and construct all Development Improvements, including but not limited to site preparation, utility relocation, site infrastructure, landscaping, buildings and amenities, and all other improvements deemed necessary to finalize construction of the Subject Property, consistent with the approved DMSP. Construction shall be consistent with the Administrative Site Plan Review approval, City and other applicable regulations and specifications, which consistency determinations shall be made by the City Manager or his designee.

Developer also desires to construct a sales center in the area denoted as Phase III on Exhibit D. To obtain such approval, Developer shall submit all required information for the Administrative Site

Plan Review process and shall meet all applicable regulations for such facility. The sales center shall be eliminated upon approval of the Phase III development by City. Under no circumstance shall the sales center be in operation longer than three years from the date of the certificate of occupancy for the sales center.

5. **Transfer of Right-of-Way, Park Land and Storm Water Property.** The Parties agree that a regional storm water pond and shared park open space, maintained to the standards of Lake Lily Park, serving the Subject Property, and other properties in the Packwood District of Downtown Maitland, provide a catalyst for the character and densities desired for the Subject Property. Recognizing that a portion of the needed right-of-way for the roadway construction lies within the Subject Property, Developer agrees to dedicate in the Plat the necessary right-of-way from the Subject Property for City to construct the roadway extension as illustrated in Exhibit "D." The right-of-way shall include the area between the back edge of curbs on the east and west sides of the roadway. Portions of the Subject Property east of the dedicated right-of-way and north of George Avenue shall be deeded to City for park/conservation area through the subdivision plat for the project.

6. **Conveyance of City Property to Developer.** City is the owner of that certain property described in Exhibit "F" attached ("City Annex"). Recognizing that a portion of the needed right-of-way for the roadway construction lies within the City Annex property, City agrees to dedicate the necessary right-of-way from the City Annex for City to construct the roadway extension as illustrated in Exhibit "D." To accomplish this, City shall join in on the Plat noted in paragraph 5 above. The right-of-way shall include the area between the back edge of the curbs on the east and west sides of the roadway. All portions of the City Annex property east of the dedicated right-of-way and within the development area as indicated in Exhibit D shall be deeded to Developer through a Special Warranty Deed. The City Annex shall be deemed a part of the Subject Property where referenced herein. Parties have agreed the Purchase Price for the City Annex property is \$950,000. In consideration for Developer's agreement to provide the same square footage to City for the right-of-way and park/conservation area, as noted in paragraph 5 above and illustrated in Exhibit D, City agrees to convey fee simple marketable title thereto to Developer, and the Developer agrees to take title of the Property "as is."

7. **Easement Dedication.** Developer shall grant a non-exclusive easement to City for portions of the Subject Property along Orlando Avenue, George Avenue and Sybelia Parkway as depicted on the Development Plan, from the property line to the back edge of the sidewalk, as required by DMRP for utilities and sidewalks, the specific locations of which are to be determined by City and Developer as part of the Subdivision Plat and Site Plan Review processes. The easements shall be included in the Plat for the Subject Property.

8. **Streetscape and Utility Relocation.** Developer agrees to design and install the streetscape from the back edge of curb along Orlando Avenue and Sybelia Parkway to the buildings, consistent with design standards in the DMRP. Along George Avenue, Developer agrees to install the curb and provide the streetscape from the curb to the buildings consistent with the design standards in the DMRP. Developer shall maintain the streetscape in accordance with the approved Development Plan in perpetuity. The maintenance responsibility shall be outlined in the Plat for the Subject Property. All utilities along the right-of-way adjacent to the Subject Property shall be relocated underground by Developer. Developer may assign the maintenance obligations to an association or associations formed for the purpose of performing the obligations referenced herein,



as part of the proposed condominium and mixed use Development Plans but any documents establishing such association(s) must incorporate this agreement by specific reference and clearly set forth the association's maintenance obligations hereunder.

9. Open Space/Permeable Space Approval. Parties agree that the streetscape requirements outlined in paragraph 8 above, as well as the proposed park area, shall entitle Developer to include the area between the back edge of the curb along Orlando Avenue, George Avenue and Sybelia Parkway and the proposed building(s), as well as the park area, in any required open space and permeable space calculations for purposes of meeting requirements of City with respect to the Development and governmental approvals. Upon approval of the streetscape and park area design and installation consistent with the approvals, the required open space and permeable space requirements for the Development Plan and Subject Property shall be deemed to have complied with City requirements for open space and permeable space.

10. Fees. Parties agree that the public infrastructure is an integral part of the development of the Subject Property. City is contemplating an Agreement with a developer for the west side of Sybelia Parkway to generate the necessary fees and quality to move forward with the public infrastructure project. Should the Developer begin construction prior to April 30, 2004, Developer agrees to pay fees consistent with the fees outlined in Exhibit "G", Fees, attached hereto and incorporated herein by reference, consistent with existing City regulations. Nevertheless, for City to meet its obligations herein, Developer agrees to pay 33% of all fees outlined in Exhibit "G", Fees, attached hereto and incorporated herein by reference, on or before April 30, 2004, regardless of the construction schedule. Parties agree; however, that school impact fees and radon fees collected by City for other agencies ("pass throughs") may be collected with the construction permit application process for the buildings contemplated by Developer per the Development Plan and do not need to be paid by April 30, 2004 and shall be paid as and when due under City's building permit requirements.

11. Off-Site Agreements- Stormwater and Park Facility. City has acquired or will acquire through this Agreement that certain property nearby, on which City will be constructing a shared retention pond ("Retention Pond") on the east side of Sybelia Parkway. Additional property is being acquired from a developer proposing to develop the west side of Sybelia Parkway. This developer has similar requirements to those contemplated in this Agreement. As a result, Developer shall be required to construct the on-site storm water conveyance system located on the Subject Property to tie into the Retention Pond. City shall provide for construction of the Retention Pond, and shall proceed to construction phase upon receipt of fees outlined in paragraph 10 above and receipt of all applicable permits. The Parties hereby agree that it is in the best interest of City and Developer to delegate the construction of the roadway extension and Retention Pond to Developer. City shall establish an escrow account to pay for the design, permitting and construction of the roadway extension and Retention Pond. In addition, City shall be responsible for the maintenance and operation of the Retention Pond, related stormwater facility and park, provided, however, City shall have the right to assess an annual maintenance fee to the Developer, <sup>currently</sup> estimated to be Two Dollars (\$2.00) per cubic foot (based on requirement by the St. Johns River Water Management District permit for the development of the Subject Property) per year, based upon the prorated drainage required by the proposed development compared to the entire capacity of the Retention Pond. Upon completion of Retention Pond and park area, City and Developer agree to execute Maintenance Agreement to facilitate this provision. City will maintain the Retention Pond to the standard of Lake Lily and will provide

the necessary easements to ensure perpetual access to the storm water pond for the Subject Property.

With respect to the construction of the roadway extension and Retention Pond, City shall provide Developer detailed and complete specifications, construction schedule, and cost estimate for the roadway and Retention Pond by January 31, 2004. Developer shall provide City with its detailed cost proposal and construction schedule for the roadway and Retention Pond by March 10, 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 March 31, 2004, City, at its sole discretion, may choose to bid out the work to compare the cost proposal by Developer with the market. If City receives a lower cost estimate or better schedule, Developer may agree to lower the cost proposal or adjust the schedule to perform the construction work or may agree to allow City to perform the construction work. If Developer chooses to perform the work, with cost proposal and schedule approved by City, then Developer shall provide City with a performance bond or letter of credit equal to 110% of the approved cost proposal for the roadway extension and Retention Pond. Upon completion of the work, Developer 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. Developer is responsible for compliance with applicable regulations and permit requirements for the construction of the roadway extension and Retention Pond if it elects to construct the same. City will sign required permit applications and any applicable requirements to receive permits. City will establish an escrow account from which to pay Developer for construction of the roadway within the right-of-way and the Retention Pond. The Parties agree to execute a separate Agreement for this construction project, consistent with standard City practices for public projects.

To recognize the regional nature of the roadway extension and Retention Pond, Parties agree that Developer will grant all right-of-way and land for the storm water and park tracts without immediate compensation and that City will seek outside funding sources to pay for the public infrastructure. If City receives additional funding, then the funds will be used first to supplement the escrow account (account to be established at \$3.6 million by City) for the roadway extension and Retention Pond to upgrade the roadway extension and Retention Pond to a high quality. The funds will be placed in the escrow account for construction and mitigation purposes, as determined by the grant source. Any savings in the escrow account upon project completion shall be reimbursed to Developer at 50% of the savings. The reimbursement shall not exceed \$800,000.00 to compensate Developer for land and right-of-way considerations.

**12. Coordination with Uptown Maitland West and Public Infrastructure.** As noted in paragraph 10 and 11 above, City is contemplating a second Development Agreement with a developer for the west side of Sybelia Parkway. Parties agree that City's obligation concerning the Retention Pond and roadway extension shall not be effective until and unless City has approved and received an executed Development Agreement for Uptown Maitland West to provide for the development of the west side of Sybelia Parkway. Likewise, if Developer is delayed by any means, Developer agrees that the Subdivision Plat shall be processed consistent with Exhibit "B" so that the right-of-way and storm water and park tracts have been dedicated to City prior to March 31, 2004.

13. Consistency with City's Comprehensive Development Plan. The proposed Development Plan is consistent with MCDP, applicable development regulations, and service levels adopted by City and all other applicable jurisdictions.

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. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Developer or by City. Failure of this Agreement to address a particular statutory requirement with respect to developer's agreements, permit, condition, term, or restriction shall not relieve Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

15. Covenants and Term. The conditions and covenants set forth herein shall be constructed as covenants running with the land, and shall be binding upon Developer and their assigns and successors in interest, and shall inure to the benefit of City and its 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. This Agreement shall not be assignable by Developer without City's approval, which approval shall not be unreasonably withheld. This Agreement shall be effective for a period of five (5) years from the date of execution hereof. 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 Parties specifically recognize that venue will be located in Orange County, Florida, for any action regarding 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 the property has been completed and all provisions herein satisfied, City and Developer shall terminate the Agreement by mutual written consent.

16. Periodic Review of this Agreement by City. City shall review the development on the Subject Property at least once every twelve months, consistent with the requirements of Section 163.3235, Florida Statutes, to determine, in City's reasonable discretion, if there has been demonstrated good faith, compliance by Developer with the terms of this Agreement. If City finds, on the basis of substantial competent evidence, that there has been a failure by Developer to comply with the terms of the Agreement, after thirty (30) days written notice to Developer, during which period Developer shall have the right to cure, this Agreement may be revoked or modified by City, consistent with the requirements of State law

17. Amendments. This Agreement shall not be amended without the express written consent of the parties hereto or their respective successors and assigns.

18. Default Recovery. In the event of default on the part of either of the Parties, the prevailing party shall have the right to recover all consequential damages, attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein.

19. 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 for sections herein are used for ease in reading this Agreement, and the subtitles do not form a substantive part of this Agreement.

20. **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, III  
Shepard, Filburn & Goodblatt, P.A.  
221 Northeast Ivanhoe Boulevard  
Suite 205  
Orlando, FL 32804  
Fax: 407-206-2021  
Tel: 407-206-2020

To Developer: Uptown Maitland, LLC  
670 North Orlando Avenue  
Suite 101  
Maitland, FL 32751  
Attention: David W. Dalton, Manager

With a copy to: Thomas V. Infantino, Esq.  
Infantino and Berman  
Suite 7, 180 South Knowles Avenue  
Winter Park, Florida 32789  
Fax: 407-644-4128  
Tel: 407-644-4673

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.

21. **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.

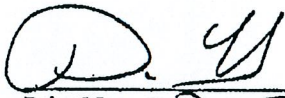
22. **Recording in Public Records.** The Agreement shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall ensure the proper recording is accomplished within fourteen (14) days of the effective date, consistent with State requirements.

23. **Submittal to State Land Planning Agency.** Within fourteen (14) days after this Agreement is recorded in Public Records, a copy of the recorded Agreement shall be submitted to the state land-planning agency, consistent with Florida Statutes.

24. Agreement Effective Date. The terms and conditions contained in this Agreement shall become effective thirty (30) days after having been received by the State land planning agency, pursuant to Section 163.3239, Florida Statutes.


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

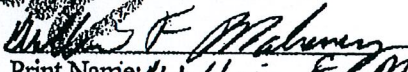
Signed, sealed and delivered  
in the presence of:

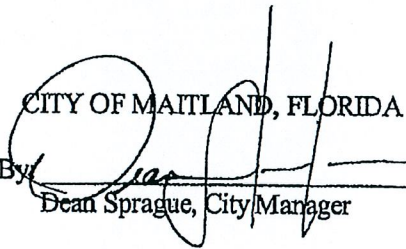
  
Print Name: Dave Tomek

  
Print Name: CYNTHIA COOPER

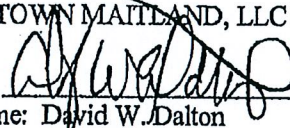
  
Print Name: Dennis Williams, City Clerk  
1/29/03

  
Print Name: Doris Mahoney

  
Print Name: William F. Mahoney

CITY OF MAITLAND, FLORIDA  
By:   
Dean Sprague, City Manager

UPTOWN MAITLAND, LLC

By:   
Name: David W. Dalton  
Title: Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 24<sup>th</sup> day of Sept., 2003, by Dean E. Sprague and Donna L. Williams, as City Manager and City Clerk of the CITY OF MAITLAND, FLORIDA, a Florida municipal corporation, on behalf of the corporation.

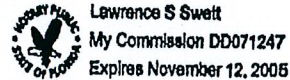


Maria T. Waldrop  
Notary Public  
Print Name: MARIA T. WALDROP

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 22 day of September, 2003, by David Dalton, as Manager of Uptown Maitland, LLC, a Florida Limited Liability Company, on behalf of the Company.

Lawrence S. Sweet  
Notary Public  
Print Name: Lawrence S. Sweet



Revision 1: 7/21/03  
2: 7/28/03  
3: 7/31/03  
4: 8/2/03  
5: 8/8/03

**EXHIBIT LIST**  
**UPTOWN MAITLAND EAST**

- Exhibit "A" - Legal Description of Subject Property
- Exhibit "B" – Time Frames for Development Applications Review
- Exhibit "C" – Downtown Maitland Design Standards
- Exhibit "D" – Uptown Maitland Site Plan
- Exhibit "E" – Conceptual Building Elevations
- Exhibit "F" – Legal Description of City Annex
- Exhibit "G" - Fees

**EXHIBIT "A"**

**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.



**UPTOWN MAITLAND EAST  
 EXHIBIT B  
 TIME FRAMES FOR  
 DEVELOPMENT APPLICATIONS  
 REVIEW**

Description	Date Due
<b>SITE PLAN REVIEW</b>	
Application submittal- Site Plan Review Phase I*	1/9/2004
Sufficiency review	1/14/2004
Completed Application by Developer	1/29/2004
DRC Decision	2/12/2004
<b>SUBDIVISION*</b>	
Application submittal- Final Subdivision Plat	12/5/2003
Sufficiency review	12/10/2003
Completed Application by Developer	12/19/2003
DRC Recommendation	1/8/2004
P&Z Public Hearing/Recommendation	1/15/2004
City Council Decision	1/26/2004
Plat Recorded	2/27/2004
<b>PERMITS</b>	
Permit Application- building/site	3/26/2004
Administrative Decision - issuance or rejection	4/9/2004
Certificate of Occupancy- subject to completion of Infrastructure, site and building Improvements	TBD

\*Subsequent phases to be scheduled between City and Developer  
 Revision 1: 7/21/03

**INSTR 20030562274  
OR BK 07124 PG 4643**

**EXHIBIT C**  
**UPTOWN MAITLAND EAST**  
**DOWNTOWN MAITLAND DESIGN STANDARDS**  
**(8 PAGES)**

# GENERAL DESIGN GUIDELINES

## SITE:

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

## Parking:

Must be located to rear of site/no parking permitted in front of building's front elevation.  
Shared/offsite parking permitted through board process.

## Interior Parking Lot Lighting:

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

## Stormwater

25 year 24 hour storm event on-site, off-site credits may be purchased.

F.A.R. = .30 (may exceed if participating in offsite credits).

## VISIBILITY TRIANGLES:

Sign lines  
25 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 15 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 of 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:

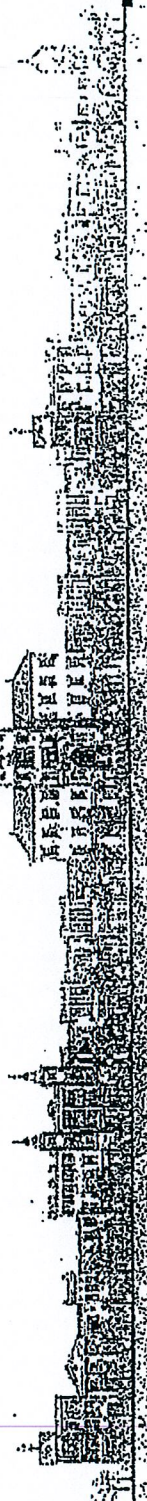
Tree pruning shall be limited to the following:  
To remove dead, damaged or diseased growth.  
To help bring out the character of a plant's natural form by selective cutting.  
To increase quantity or quality of foliage.  
Tree Topping and Lolly-Popping is prohibited.  
Sever pruning will result in 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 2.1-5 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 50% 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.

## GENERAL DESIGN GUIDELINES

### SITE:

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

### Parking:

Must be located 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

25 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  
25 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 15 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/Perovous 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 of 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, bellrics, 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 50% 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.

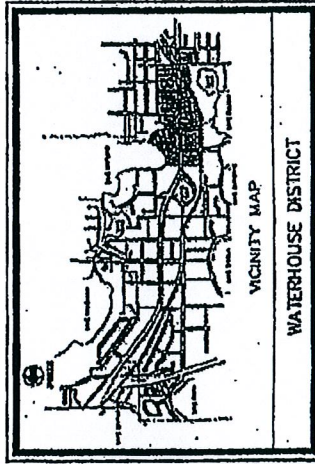
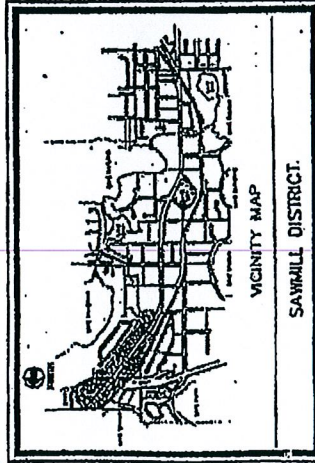
No pole or pylon signs are allowed.

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.

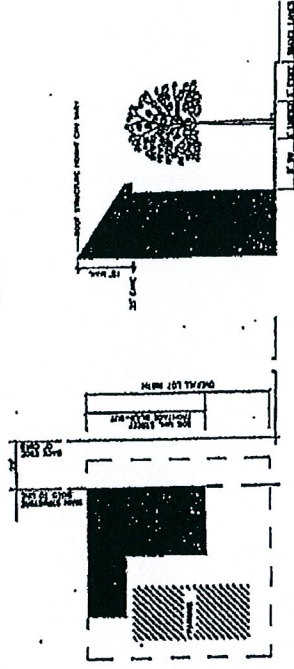


**SAWMILL AND WATERHOUSE DISTRICT**

Sybella Avenue to Matland 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 Z**

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 reqmts.
- 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**

**HANDSCAPE:**

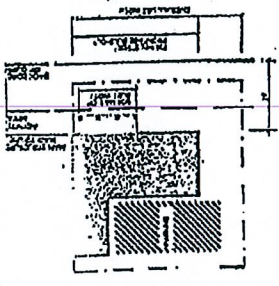
- 6 ft. min. parkway width
- 6 ft. landscape/street furniture area between parkway and side walk
- 8 ft. min. sidewalk width w/ optional 9 ft. activity area in front of bldg.
- Street lighting: Dual acorn (Except Orlando Avenue).

**LANDSCAPE:**

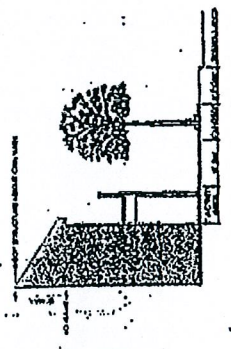
- Street Trees:  
 4" min. cal./14' hgt. live oak to be planted in landscpac area. 6'x6' min. planter area req'd for ca. tree.  
 Note: these reqmts. supersede buffer reqmts. in Chapter 8.  
 Parkway Ground Cover  
 Liriope, Indian Hawthorn, etc.  
 Where parking abuts streetscape, a half-wall (3.6' min. hgt.) is required.  
 Reference Chapter 8, Landscape code for detailed landscpac reqmts.

**PACKWOOD DISTRICT**  
South of Lake Lily Park to Sybella Avenue  
Florida Avenue  
Orlando Avenue

**STREET TYPE 1**  
Plan



Section



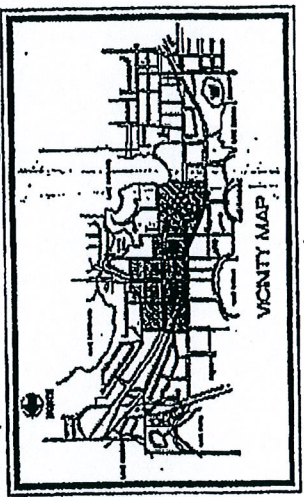
**URBAN Design Parameters**

**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) prior 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**

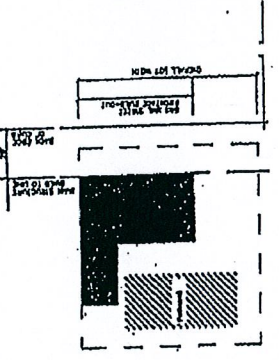
**HARDSCAPE:**  
6 ft. min. parkway width  
6 ft. landscape/street furniture area between parkway and sidewalk  
8 ft min. sidewalk width w/ min. 7 ft activity area in front of bldg.  
Street lighting per master plan.  
**LANDSCAPE:**  
Street Trees  
4" min. cal./14' hgt. live oak to be planted in landscpac 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 (36" min. hgt.) is required. Reference Chapter 8, Landscape code for detailed landscape rqmts.

**abuts**  
streetscape, a half-wall (36" min. hgt.) is required. Reference Chapter 8, Landscape code for detailed landscape rqmts.

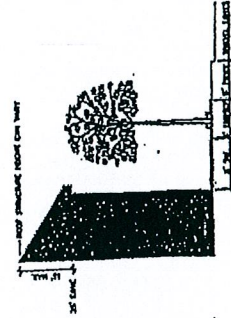


**PACKWOOD DISTRICT**  
South of Lake Lily Park to Sybella Avenue  
Packwood Avenue  
Swoop Avenue  
Sybella Avenue

**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 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 sidewalk  
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 (36" min. hgt.) is required. Reference Chapter 8, Landscape code for detailed landscape rqmts.

\*Height exception may be granted through board review process.



TOP:

Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hard 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:

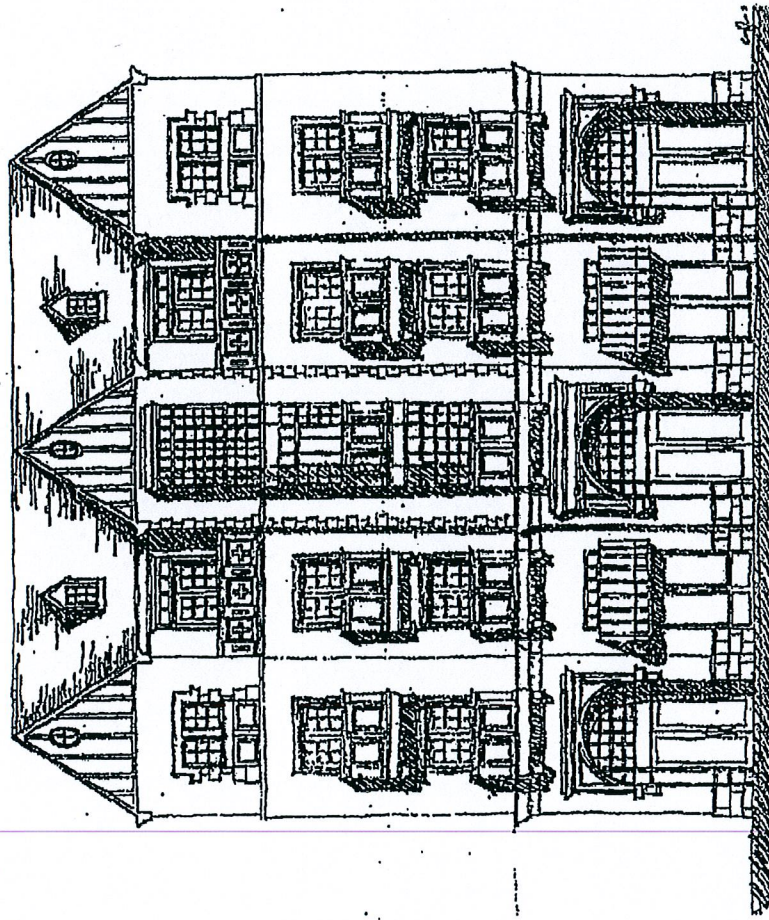
Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hard board, window/door headers and sill same, wood and metal, tile.

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, hard board, canvas awnings, metal and glass marquees, 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 marquees, 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:

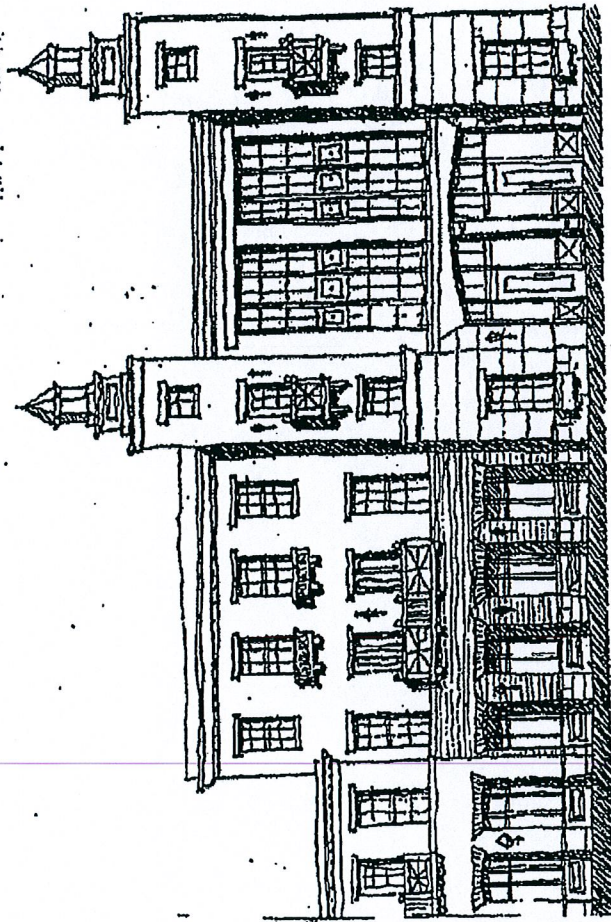
Building Materials: Brick, stucco, fiber reinforced concrete (FRC), hardi board, window/door headers and sill same, wood and metal, tile.

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, bic medallions, ornamental light fixtures, flower boxes.

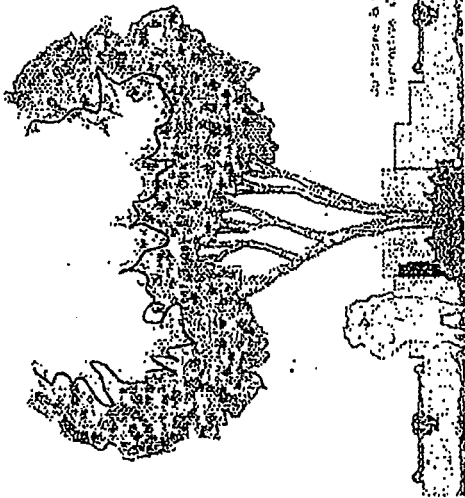
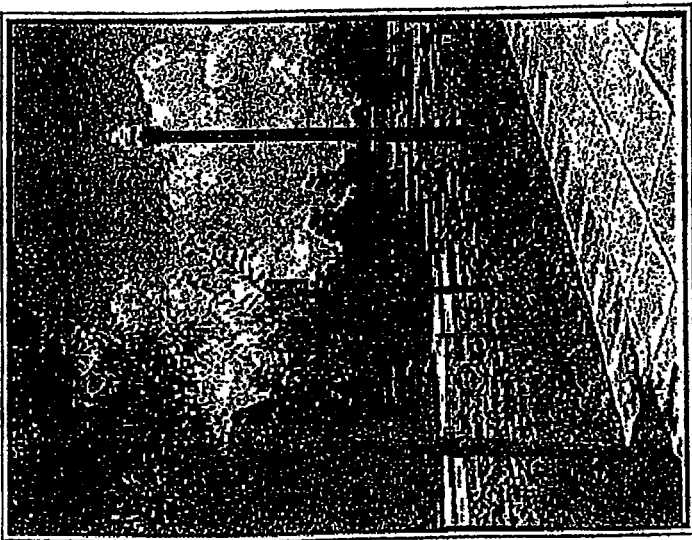
BASE:

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), ingercorbil/ 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



2'-4" High Cut Signs Wall  
 Some of Art Center

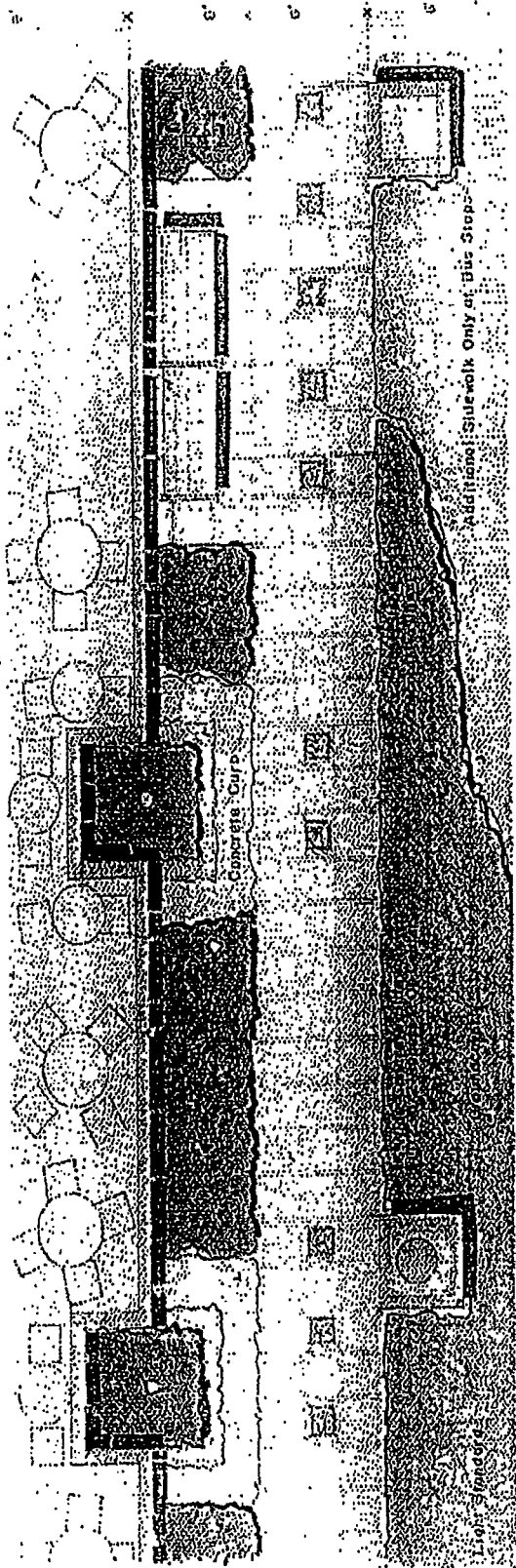


2'-4" Car Share  
 Trash Receptacle Enclosure

Left: Design guide  
 lines indicate speci-  
 fications for wall  
 sidewalks, land-  
 scape, lighting, and  
 amenities such as  
 benches and trash  
 cans.

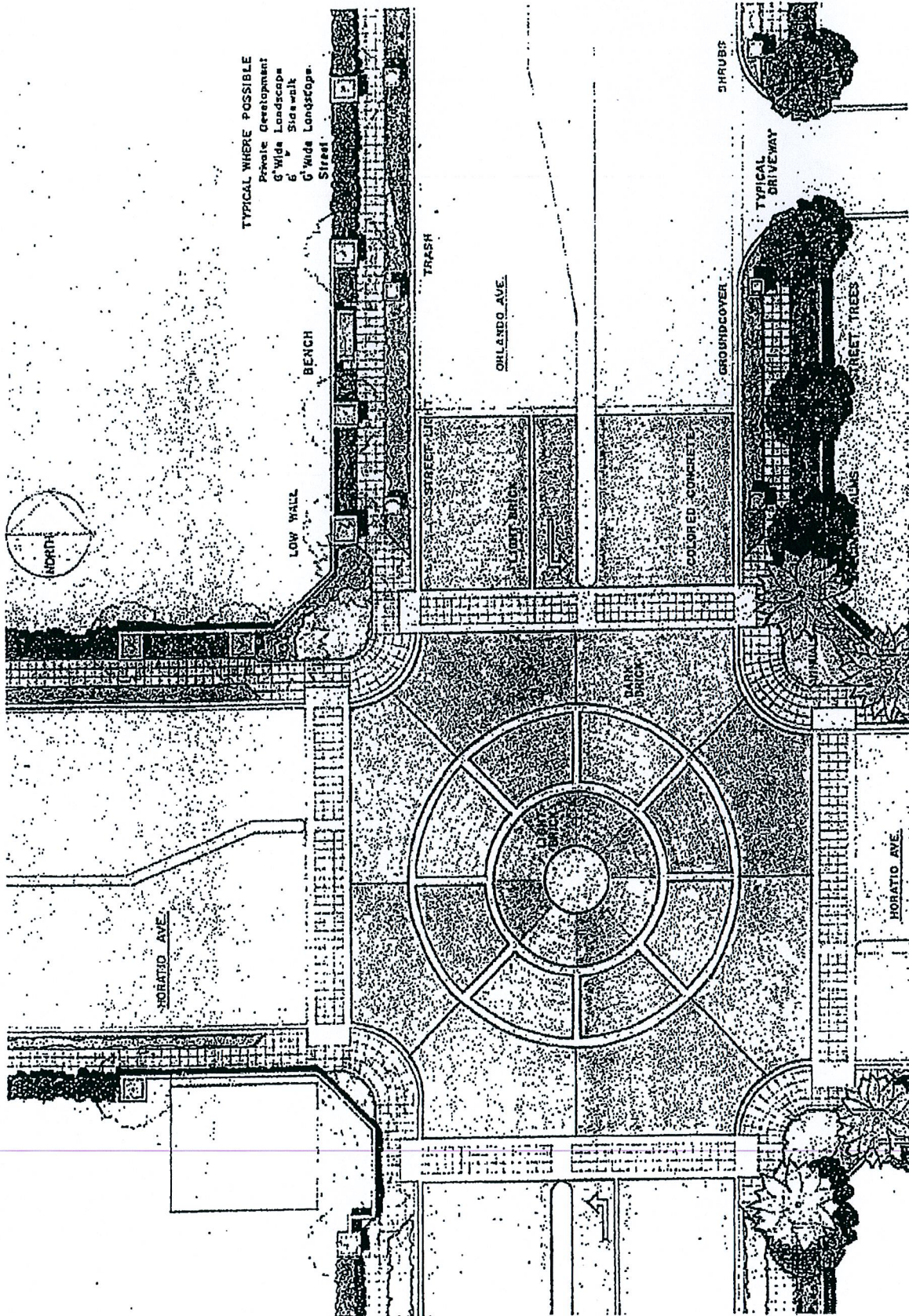
Below: Detail of the  
 pedestrian area.

Right: Detail of  
 bike intersections.



Additional Sidewalk Only at Bus Stops

INSTR 20030562274  
OR BK 07124 PG 4651

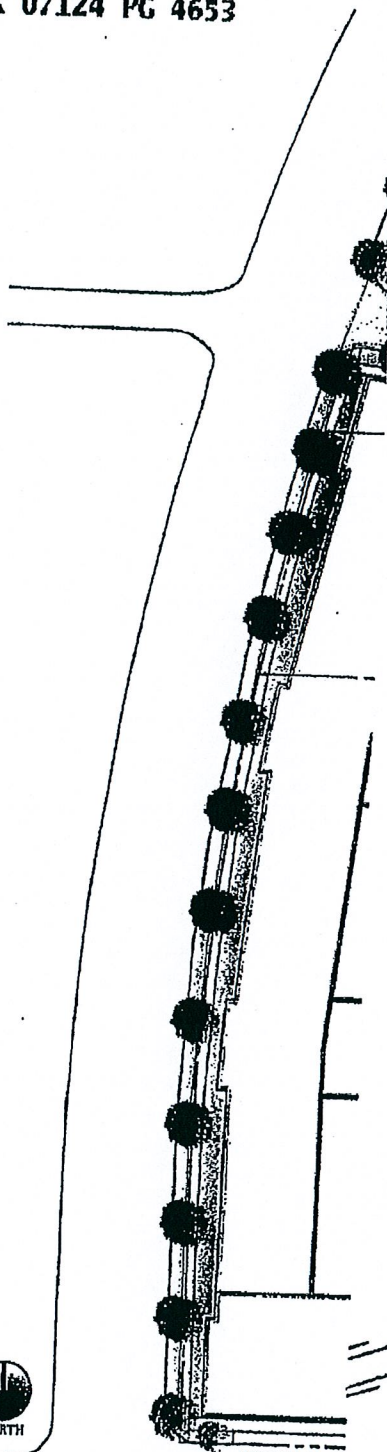


INSTR 20030562274  
OR BK 07124 PG 4652

**EXHIBIT D**  
**UPTOWN MAITLAND EAST**  
**UPTOWN MAITLAND SITE PLAN**

INSTR 20030562274  
OR BK 07124 PG 4653

INSTR 20030562274  
OR BK 07124 PG 4654



**EAST PARCEL**

- Condominiums- Allow minimum 70 to 96 condominiums units.
- Height- 55'-0" top of roof slab, 3 to 5 story.  
25' above for Architectural Features
- Retail/Office/Professional/Residential- Minimum: 18,000 G.S.F.;  
Maximum 65,000 G.S.F.
- Parking- Condominium 2 per unit.
- Retail/Office/ Professional/Residential- 3 spaces/ 1000 G.S.F.
- Setbacks- No setbacks required at ground floor.
- Streetscape consistent with Downtown Maitland Master Plan.
- Architectural Character- Character will be as delineated in the  
City of Maitland Town Center Design  
Standards as created by Aci, Inc.
- Open Space- (include from back of curb in calculations to get  
credit for streetscape)



JULY 20, 2003

GEORGE AVENUE

SCALE 1" = 100'



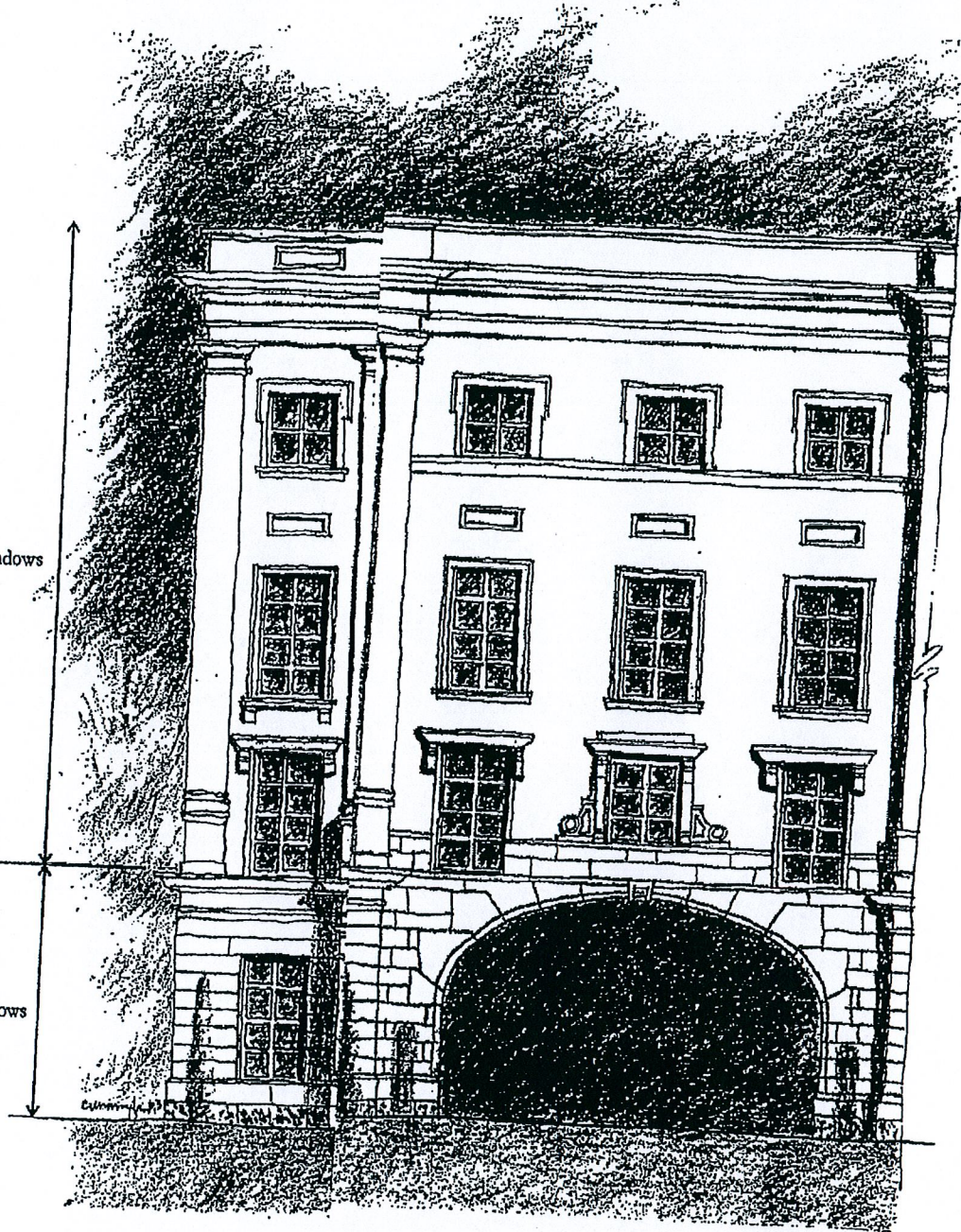
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**INSTR 20030562274  
OR BK 07124 PG 4655**

**EXHIBIT E  
UPTOWN MAITLAND EAST  
CONCEPTUAL BUILDING ELEVATIONS**

Combination:  
Stucco GFRC  
True Divided Lite Windows  
Ornamental Metals

Combination:  
Cast Stone & Stucco  
True Divided Lite Windows  
Ornamental Metals



JULY 10, 2003

THESE ELEVATION PATTERNS AND OVERALL  
DEVELOPMENT DESIGN COMPOSITIONS WILL  
FITLAND TOWN CENTER DESIGN STANDARDS.





**EXHIBIT F**  
**UPTOWN MAITLAND EAST**  
**LEGAL DESCRIPTION OF CITY ANNEX 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.

AND

Begin at a point on the range line 662.97 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, Orange County, Florida; thence run North parallel with the said range line 127.63 feet; thence run West 758.2 feet to the center line of the Atlantic Coast Line Railroad right-of-way; thence run Southwesterly along the center line of the said Atlantic Coast Line Railroad right-of-way 133.01 feet; thence run East parallel with the centerline of Sybelia Avenue 303.56 feet to the Easterly right-of-way line of U.S. Highway 17-92; thence run Southwesterly along said right-of-way line 6.26 feet; thence run East 511.28 feet to the aforesaid range line; thence run North along said range line 9 feet more or less to the Point of Beginning (less all West of the Easterly right-of-way line of Highway 17-92).

AND

Tract A, Minnehaha Cove, as recorded in Plat Book 38, Page 79, Public Records of Orange County Florida

**INSTR 20030562274**  
**OR BK 07124 PG 4659**

**EXHIBIT G**  
**UPTOWN MAITLAND EAST**  
**FEES**

UPTOWN MAITLAND EAST  
 FEE SCHEDULES

IMPACT FEES

Description	Rate	Units	Total Fee
Traffic Impact Fee	\$794.00	70.00 m.f	\$55,580.00
Traffic Impact Fee (retail)	\$1,376.00	15.00 1000 s.f.	\$20,640.00
Traffic Impact Fee (office)	\$1,378.00	50.00 1000 s.f.	\$68,900.00
Fire Impact Fee	\$105.55	70 m.f.	\$7,388.50
Fire Impact Fee (retail/office)	\$0.15	65,000 s.f	\$9,750.00
Sewer Capacity	\$2,562.50	70 gal/day/du	\$179,375.00
Sewer Capacity (retail/office)	\$10.25	6,500 gal/day	\$66,625.00
Sewer Connection Fee	\$2,580.00	70 gal/day/du	\$180,600.00
Sewer Connection Fee (retail/office)	\$10.32	6,500 gal/day	\$67,080.00
Water Meter Fee	\$300.00	70 meter	\$21,000.00
Water Connection Fee	\$900.00	70 meter (3/4")	\$63,000.00
Retail Water Fee	\$1,200.00	5 3/4" meter	\$6,000.00
Office Water Fee	\$7,172.00	1 2" meter	\$7,172.00
Park	\$2,000.00	70 du	\$140,000.00
School	\$1,907.00	70 du	\$133,490.00
<b>Subtotal</b>			<b>\$1,026,600.50</b>

PERMIT FEES

Description	Rate	Units	Total Fee
Application fee	.5 x Permit fee	\$7,700,000.00	\$19,262.50
Application fee (retail)	.5 x Permit fee	\$5,525,000.00	\$13,825.00
Permit fee	\$30 + .005 x value over \$1000	\$7,699,000.00	\$38,525.00
Permit fee (retail)	\$30 + .005 x value over \$1001	\$5,524,000.00	\$27,650.00
Inspection fee	.005 x value	\$7,700,000.00	\$38,500.00
Inspection fee (retail)	.005 x value	\$5,525,000.00	\$27,625.00
Radon Fee	\$0.01 x Square Foot	133,000 s.f.	\$1,330.00
Radon Fee (retail)	\$0.01 x Square Foot	65,000 s.f.	\$650.00
<b>Subtotal</b>			<b>\$167,367.50</b>

SITE FEES

Description	Rate	Units	Total Fee
Site Clearing	15	3.5 acres	\$52.50
Site Improvements	.01 x site const. value	\$1,050,000.00	\$10,500.00
<b>Subtotal</b>			<b>\$10,552.50</b>

**TOTAL**

**\$1,204,520.50**

# **ATTACHMENT E**

**2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION  
OF CONTRIBUTION - GRANT**

Name of Development: Uptown Maitland  
(Part III.A.1. of the 2011 Universal Application)

Development Location: 525 Sybelia Parkway  
Maitland, FL  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (I) the street name, closest designated intersection and city if located within a city or (II) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

On or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)) the City/County of Orange County committed \$ 100,000.00 as a grant to the Applicant for its use  
(Name of City or County)

solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This grant is provided specifically with respect to the proposed Development.

The source of the grant is: SHIP  
(e.g., SHIP, HOME, CDBG)

The following government point of contact can verify the above stated contribution:

Name of Government Contact: Kerwin Mellott  
Address (street address and city): 525 E. South St., Orlando, FL 32801  
Telephone Number: 407-836-5172

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective through 06/30/2012

Date (mm/dd/yyyy)

Signature

407-836-7370

Telephone Number

Ajit Lalchandani

Print or Type Name

County Administrator

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

This contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is scanned, imaged, altered, or retyped. The certification may be photocopied.

The Application may still be eligible for automatic points.

Provide Behind a Tab Labeled "Exhibit 36"

**ORANGE COUNTY  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)  
PROGRAM**

**LOCAL HOUSING ASSISTANCE PLAN**

**FOR**

**STATE FISCAL YEARS 2009 - 2010; 2010 - 2011; 2011 – 2012**

# **ATTACHMENT F**

AFFIDAVIT  
OF TODD L. BORCK

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared, Todd L. Borck and, after being duly sworn deposes and states as follows:

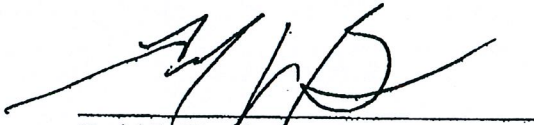
1. My name is Todd L. Borck.
2. I am personally familiar with the facts stated herein.
3. I have reviewed the Application submitted by Uptown Maitland, Application Number 2011-234C, which identifies "Doctor's Associates of Orlando" as a medical facility with an address of 670 N. Orlando Ave., Suite 1012, Maitland, Florida 32751. Upon further investigation, I can attest to the following:
  - 1) There is no signage visible from the street, and nothing about accepting walk-ins at the street level, or on the second floor at the back of the building where the entrance is located. There were no office hours posted on any of the signage.
  - 2) Upon entering the office, I noticed there were no employees other than the receptionist and no patients.
  - 3) On January 19, 2012 at 12:10 p.m., I advised the receptionist that my daughter was sitting outside in the car with flu like symptoms and I wanted her to see the doctor. I was told by the receptionist to come back another time or to make an appointment.

ATTACHMENT F



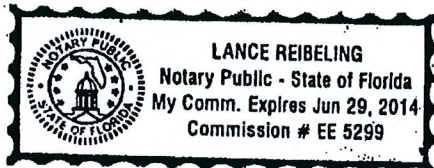
FURTHER AFFIANT SAYETH NAUGHT.

DATED THIS 25<sup>TH</sup> DAY OF JANUARY, 2012

  
\_\_\_\_\_  
Todd L. Borck

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2012 by Todd Borck, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who took an oath.

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of January, 2012.



  
\_\_\_\_\_  
SIGNATURE, Notary Public

My commission expires: 6/29/14

Lance Reibeling  
\_\_\_\_\_  
PRINT

AFFIDAVIT  
OF YONINA C. WEISS

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared, Yonina C. Weiss and,  
after being duly sworn deposes and states as follows:


1. My name is Yonina C. Weiss.
2. I am personally familiar with the facts stated herein.
3. I have reviewed the Application submitted by Uptown Maitland, Application Number 2011-234C, which identifies "Doctor's Associates of Orlando" as a medical facility with an address of 670 N. Orlando Ave., Suite 1012, Maitland, Florida 32751. Upon further investigation, I can attest to the following:
  - 1) On January 24, 2012, at 12:51 pm, I dialed phone number 407-790-7871 which was answered by voicemail directing me to phone number 954-557-8701.
  - 2) On January 24, 2012, at 12:55 pm, I dialed phone number 954-557-8701 which was answered by voicemail stating "954-557-8701" followed by a beep.
  - 3) On January 24, 2012, at 12:56 pm, I dialed phone number 407-790-7870, which was answered by a woman who said, "Doctor's Associates of Orlando." I asked who I called and she repeated the name. I asked her if I could just walk in and see the doctor and she said that I should give three-hours notice because the doctor was not always there. Then I asked how many doctors are there and she said one because other doctors were waiting to get their papers processed. Then I asked her the name

of the doctor and she said his name was Prudent Marcelin. I thanked her and said I would call back.

- 4) I informed Kathryn A. Breslow of this person's name and she said she had seen this name in a filing with the State of Florida. In summary, I could not walk in and get the immediate medical attention and was advised that the one doctor who worked there was not always available and therefore I was advised that I could not walk in and get the medical attention as required by the Rules.

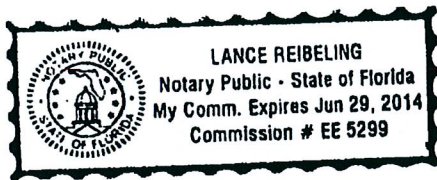
FURTHER AFFIANT SAYETH NAUGHT.

DATED THIS 25<sup>TH</sup> DAY OF JANUARY, 2012

  
\_\_\_\_\_  
Yonina C. Weiss

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2012 by Yonina C. Weiss, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who took an oath.

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of January, 2012.



  
\_\_\_\_\_  
SIGNATURE, Notary Public

My commission expires: 6/29/14

Lance Reibeling  
\_\_\_\_\_  
PRINT

AFFIDAVIT  
OF SEAN P. LAW

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared, Sean P. Law and, after being duly sworn deposes and states as follows:


1. My name is Sean P. Law.
2. I am personally familiar with the facts stated herein.
3. I have reviewed the Application submitted by Uptown Maitland, Application Number 2011-234C, which identifies "Doctor's Associates of Orlando" as a medical facility with an address of 670 N. Orlando Ave., Suite 1012, Maitland, Florida 32751. Upon further investigation, I can attest to the following:

- 1) I didn't see any signage for "Doctor's Associates of Orlando" or anything regarding a medical clinic at the front of the building.
- 2) When I found the office on the second floor at the back of the building, I didn't see any hours of operation at the office, on its door, or on its side window.
- 3) When I called the listed phone numbers from the website <http://doctorsassociatesorlando.com> at 7:36pm on 01/23/2012, it went to the voicemail box of a different phone number after 4 (four) rings. The phone numbers listed on the website were 407-790-7870 and 407-790-7871 and the verbatim transcript of the voicemail recording was "You have reached the Sprint voicemail box of 954-557-8701."

- 4) When I used a "Reverse Phone Number Lookup" service to determine to whom the phone number 954-557-8701 belonged, it returned the result of "John West" of Leesburg, FL.
- 5) When I tried to use the "online appointment form" on the page listed for "New Patients" at <http://doctorsassociatesorlando.com/new.html#> , it returned "404 (Page Not Found) Error" as the result and displayed the url [http://www.healthyhallandale.com/index.php?option=com\\_content&view=article&id=5&Itemid=5](http://www.healthyhallandale.com/index.php?option=com_content&view=article&id=5&Itemid=5) .
- 6) At the page: <http://doctorsassociatesorlando.com/links.html> , there were no "Patient Resources," instead displaying the text "There are no Web links in this category."
- 7) On the website [doctorsassociatesorlando.com](http://doctorsassociatesorlando.com) and navigated to "New Patients" at the site extension <http://doctorsassociatesorlando.com/new.html#>, and when I tried to download the "Patient Registration Form," the "Patient Questionnaire," and the "HIPPA Consent & Release Form," they were all links that just showed the same page <http://doctorsassociatesorlando.com/new.html#> .
- 8) When googling "medical clinic fl", "walk in clinic maitland fl", and "medical center maitland fl", the Doctor's Associates of Orlando, its address, or website were not a returned result, no matter how many page results I looked through.

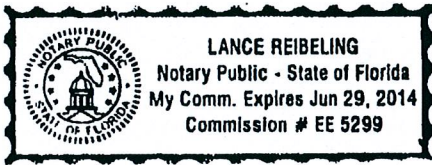
FURTHER AFFLIANT SAYETH NAUGHT.


DATED THIS 25<sup>TH</sup> DAY OF JANUARY, 2012

  
Sean P. Law

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2012 by Sean Law, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who took an oath.

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of January, 2012.



  
SIGNATURE, Notary Public

My commission expires: 6/29/14

Lance Reibeling  
PRINT

AFFIDAVIT  
OF KATHRYN A. BRESLOW

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Kathryn A. Breslow and, after being duly sworn deposes and states as follows:

1. My name is Kathryn A. Breslow.
2. I am personally familiar with the facts stated herein.
3. I have reviewed the Application submitted by Uptown Maitland, Application Number 2011-234C, which identifies "Doctor's Associates of Orlando" as a medical facility with an address of 670 N. Orlando Ave., Suite 1012, Maitland, Florida 32751. Upon further investigation, I can attest to the following:

- 1) "Doctor's Associates of Orlando" has no business license in the City of Maitland or Orange County for any business at that address.
- 2) The phone numbers (407-790-7870 and 407-790-7871) identified as the telephone numbers to call on doctorsassociatesorlando.com, found by googling "Doctor's Associates of Orlando" and having the address shown on the application, are mobile numbers in the names of private individuals (R. Kelley of Wellington, FL; and Angela Ginibra of Palm Beach, FL), all of which when unanswered go to the voicemail of another private individual's phone number (John West of Leesburg, FL; whose phone number is (954) 557-8701), which, when called several times, is not answered personally but only by a voicemail message repeating the 954 phone

number. The identities of the private individuals was found by paying an online service a fee for the information. None of the phones' voicemail answering services ever mention "Doctor's Associates of Orlando" or use any words to describe any business, including a Walk-In Clinic.

- 3) The voicemail message is anonymous and says nothing about "Doctor's Associates of Orlando", medical services, hours of operation or what to do about emergency issues.
- 4) There is no phone number in the business's name.
- 5) When I searched for information filed with the State of Florida on SunBiz.org for "Doctor's Associates of Orlando", I found "Doctor's Associates of Orlando, LLC, with a principal office at 383 Emerson Plaza, 316, Altamonte Springs, FL 32701, not the address listed in the Application. This filing listed Prudent Marcelin as the registered agent.
- 6) On January 24, 2012, I was advised by Yonina C. Weiss that Prudent Marcelin was the only doctor practicing at the address shown in the Application. I recognized this name from the State filing referred to above so I googled "Prudent Marcelin" and learned that he was a doctor practicing at another address (Central Florida Inpatient Medical Center at 2180 West State Road 434, Ste 2110, Longwood, FL 32779), which I called and was advised that Dr. Marcelin spends most of his time at the hospital and some of his time at Central Florida Inpatient Medical Center. I was also advised that Central Florida Inpatient Medical Center was not a walk-in clinic. In summary, there is no evidence of any business licenses, any business answering services with the phones listed, or any business telephone numbers to indicate that



"Doctor's Associates of Orlando" operates as a Walk-In Clinic as required by the Rules.

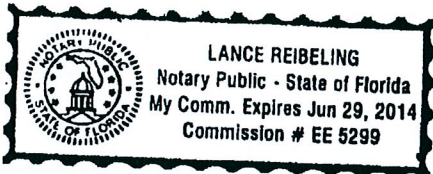
FURTHER AFFIANT SAYETH NAUGHT.

DATED THIS 25<sup>TH</sup> DAY OF JANUARY, 2012

Kathryn A. Breslow  
Kathryn A. Breslow

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2012 by Kathryn A. Breslow, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who took an oath.

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of January, 2012.



[Signature]  
SIGNATURE, Notary Public

My commission expires: 6/29/14

Lance Reibeling  
PRINT