



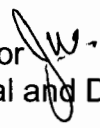
Interoffice Memorandum

SEE MINUTES
FOR MOTION
JUL 08 2014 NP/KH

AGENDA ITEM

June 16, 2013

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Community, Environmental and Development
Services Department

CONTACT PERSON: John Smogor, Planning Administrator
Planning Division 407-836-5616 and
john.smogor@ocfl.net

SUBJECT: July 8, 2014 — Consent Item
Mabel Bridge Phase 6 Planned Development (PD)
Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-13-12-311) - District 1

The Mabel Bridge Planned Development (PD) is generally located on the east side of Wakeworth Street and south of Taborfield Avenue. The underlying Future Land Use Map (FLUM) designation of the subject property is Village (V), which indicates that the property falls within the Horizon West planning area. More specifically, the property is located within the Lakeside Village Specific Area Plan (SAP) and is designated Estate Home District, Upland Greenbelt and Wetlands on the adopted SAP map. As proposed, the project would provide for fourteen (14) single family lots and detached residential units.

Consistent with the Lakeside Village SAP and Chapter 30, Article XIV, Division 2 of the Orange County Code, the Mabel Bridge Phase 6 PD includes an Adequate Public Facilities (APF) Agreement addressing the need to address the project's proportionate share of such facilities within the SAP.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF acres to net developable acres within the SAP. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land as established by an independent appraiser. In the Lakeside Village SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 6.5.

Page Two
July 8, 2014 — Consent Item
Mabel Bridge Phase 6 PD – Adequate Public Facilities (APF) Agreement
Related to Case # LUP-13-12-311

When applying this methodology to the proposed Mabel Bridge Phase 6 PD, and based on the ~6.0 acres of net developable land, the required amount of APF land within the PD is 0.80 acres. As shown on the PD Land Use Plan (LUP), and as described in the proposed APF Agreement, the owner is not providing any APF lands, thereby resulting in an APF deficit of 0.80 acres.

As addressed in the subject Agreement, and in order to satisfy their APF deficit, the owner has agreed to pay the County an APF Fee of \$32,453.10 (\$40,566.37 *per acre*) prior to County approval of the first platting of the PD property.

The Mabel Bridge Phase 6 PD received recommendations of approval from the Orange County Development Review Committee (DRC) on April 23, 2014 and the Planning and Zoning Commission (PZC) on May 15, 2014, subject to Conditions of Approval.

ACTION REQUESTED: Approval of Adequate Public Facilities Agreement for Mabel Bridge Phase 6 Planned Development by and between Kinsey C. Craichy, Monica F. Craichy and Orange County. District 1

JVW/JS/jm

Attachments

This instrument prepared by and after recording return to:

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 08 2014 NP/KH

Daniel T. O'Keefe, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, FL 32801

Tax Parcel I.D. No(s): 06-24-28-000-00-004

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR MABEL BRIDGE PHASE 6 PLANNED DEVELOPMENT**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR MABEL BRIDGE PHASE 6 PLANNED DEVELOPMENT (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between KINSEY C. CRAICHY and MONICA F. CRAICHY, husband and wife, whose mailing address is 9225 Lake Mabel Drive, Orlando, FL 32836 (collectively, "OWNER") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("COUNTY").

RECITALS:

A. OWNER is the fee simple owner of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by this reference (The "PD Property").

B. The PD Property is identified on the Orange County Comprehensive Plan 2010-2030 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation.

C. The PD Property constitutes a portion of the Lakeside Village Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on May 20, 1997 (the "Lakeside Village SAP").

D. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995. Subsequently, the BCC funded and adopted the Lakeside Village Specific Area Plan as a model for development of Specific Area Plans. The Mabel Bridge Phase 6 PD has relied on the prior approvals of the Horizon West Study and the Lakeside Village SAP, and on the Lakeside Village SAP approvals and studies included in the SAP.

2 E. The Lakeside Village SAP contemplates certain residential uses within the PD Property.

4 F. OWNER desires to develop the PD Property in accordance with the
6 Mabel Bridge Phase 6 Planned Development Land Use Plan (“PD Land Use Plan”) submitted by
OWNER to COUNTY and with the PD zoning application on file with the COUNTY.

8 G. The Horizon West and Lakeside Village SAP Goals, Objectives and Policies
10 contained in the Future Land Use Element of the Comprehensive Plan have been implemented
through Chapter 30, Article XIV of the Orange County Code (“APF/TDR Ordinance”), which was
12 adopted by the BCC on May 20, 1997, and amended on March 23, 1999, and further amended on
February 11, 2014.

14 H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that
OWNER enter into a developer’s agreement addressing the conveyance to the COUNTY of
16 adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise
addressed in the agreement, pursuant to Section 30-714(c).

18 I. If Owner is unable to convey sufficient adequate public facilities lands to
20 COUNTY, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that OWNER
may make payment of an adequate public facility lands fee to COUNTY.

22 J. The parties have agreed that this Agreement constitutes the aforementioned
24 developer’s agreement referenced in Division 2 of the APF/TDR Ordinance.

26 K. It is the intent of the parties that the COUNTY will consider approval of
Mabel Bridge Phase 6 PD with its consideration of this Agreement.

28 L. The PD Property contains approximately 6.00 acres of **net** developable
30 land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage
for every 6.5 acres of net developable land (the “APF Ratio”).

32 M. When applied to the PD Property, the APF Ratio requires approximately
34 0.80 acres of public facilities lands.

36 N. As shown on the PD Land Use Plan for the Mabel Bridge Phase 6 PD, and as
described in this Agreement, OWNER is not providing any acreage of adequate public facilities
38 land (the “APF Land”) to COUNTY, thereby creating an APF deficit of 0.80 acres.

40 **NOW THEREFORE**, for and in consideration of the above premises, the
mutual covenants and agreements set forth herein, and for other good and valuable consideration,
42 the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

44 **AGREEMENT**

46 1. Recitals. The above recitals are true and correct and are hereby

incorporated as material provisions of this Agreement by this reference.

2
4 2. Non-Dedication of APF Land by Owner. Owner shall not convey any land for APF requirements.

6 3. APF Deficiency. The Mabel Bridge Phase 6 Planned Development APF Ratio requires that OWNER convey to COUNTY approximately 0.80 acres of APF Land. This Agreement provides for no conveyance of APF Land, thereby creating a 0.80 -acre APF deficit.

8 4. APF Fee. OWNER will pay to COUNTY an APF Fee (the "APF Fee") of Thirty Two Thousand Four Hundred Fifty Three and 10/100 Dollars \$ 32,453.10 (\$40,566.37 per acre), in order to account for the APF deficit, representing OWNER'S full and final APF contribution for the PD Property. OWNER has agreed that payment of the APF Fee shall occur prior to COUNTY's approval of the first platting of the PD Property.

14 5. Acknowledgement by Owner of Payment Term. Owner acknowledges and agrees that the initial plat shall not be approved by COUNTY prior to payment by Owner of the APF Fee in lieu of conveyance as described in Section 30-714(d), Orange County Code.

18 6. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at OWNER's expense

20 7. Limitation of Remedies. COUNTY and OWNER expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

22 a) Limitations on County's Remedies. Upon any failure by OWNER to perform its obligations under this Agreement, COUNTY shall be limited strictly to only the following remedies:

24 (i) action for specific performance; or

26 (ii) action for injunction; or

28 (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or

30 (iv) any combination of the foregoing.

32 In addition to the foregoing, nothing in this Agreement prohibits or estops COUNTY from exercising its power of eminent domain with respect to the APF Land or any portion of the PD Property as COUNTY may lawfully elect.

34 b) Limitations on OWNER'S Remedies. Upon any failure by COUNTY to perform its obligations under this Agreement, OWNER shall be limited strictly to only the following remedies:

(i) action for specific performance; or

(ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of OWNER; or

(iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

9. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

10. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407.836.5600

Orange County Community, Environmental,

2 and Development Services Department
3 Manager, Transportation Planning Division
4 Orange County Public Works Complex
5 4200 S. John Young Parkway
6 Orlando, Florida 32839-8070
7 Telephone: 407.836.8070

8 OWNER: Kinsey C. Craichy and Monica F. Craichy
9 9225 Lake Mabel Drive
10 Orlando, FL 32836

11 With copies to: David Lenox, Esq.
12 Greenspoon Marder P.A.
13 201 E Pine Street, Suite 500
14 Orlando, Florida 32801
15 E-mail: david.lenox@gmlaw.com

16
17 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit
18 of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for
19 the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or
20 implied, is intended or shall be construed to confer upon or give any person or entity any right,
21 remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof,
22 other than the parties hereto and their respective representatives, heirs, successors, and assigns.
23

24
25 12. Applicable Law. This Agreement and the provisions contained herein shall be
26 construed, controlled, and interpreted according to the laws of the State of Florida.

27
28 13. Interpretation. This Agreement shall not be construed more strictly against one
29 party than against the other merely by virtue of the fact that it may have been prepared by
30 counsel for one of the parties, it being recognized that all parties have contributed substantially
31 and materially to the preparation hereof. Captions and section headings in this Agreement are
32 provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the
33 interpretation, construction, or meaning of this Agreement.
34

35
36 14. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and
37 other legal fees and costs in connection with all actions to be undertaken in compliance with, and
38 enforcement of, this Agreement.

39
40 15. Survival. The obligations of this Agreement shall survive the conveyance of the
41 APF Lands to COUNTY.

42
43 16. Amendments. No amendment, modification, or other change to this Agreement
44 shall be binding upon the parties unless in writing and formally executed in the same manner as
45 this Agreement.

46 17. Entire Agreement. This Agreement embodies and constitutes the entire

2 understanding of the parties with respect to the subject matter addressed herein, and all prior or
contemporaneous agreement, understandings, representations, and statements, oral or written, are
merged into this Agreement.

4
18. Counterparts. This Agreement may be executed in up to two (2) counterparts,
6 both of which taken together shall constitute one and the same instrument and any party or
signatory hereto may execute this Agreement by signing either such counterpart.

8
19. Authority to Contract. The execution of this Agreement has been duly authorized
10 by the appropriate body or official of each party hereto.

12
14 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their
respective duly authorized representatives on the dates set forth below.



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Terresa Jacobs*

Terresa Jacobs,
Orange County Mayor

Date: 7.9.14

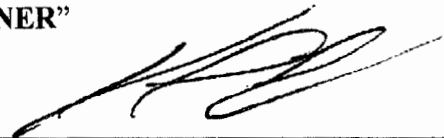
ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jessica Moore*
for Deputy Clerk

Print name: Jessica Moore

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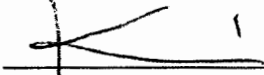
“OWNER”

By: 

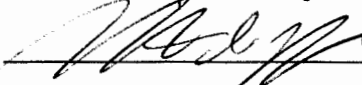
Print Name: Kinsey C. Craichy

Date: 6-25-14

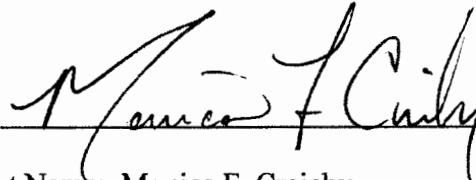
WITNESSES:



Print Name: Kathleen Nies



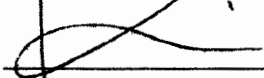
Print Name: Matthew D. Berger

By: 


Print Name: Monica F. Craichy

Date: June 25, 2014

WITNESSES:



Print Name: Kathleen Nies



Print Name: Matthew D. Berger

[Signature]
KINSEY C CRAICHY

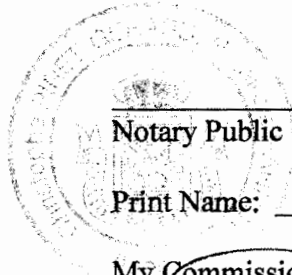
2 STATE OF FLORIDA
COUNTY OF ORANGE

4 The foregoing instrument was acknowledged before me Kinsey C. Craichy, who is known
6 by me to be the person described herein and who executed the foregoing, this 26 day of
26/06/, 2014. S/he is personally known to me or has produced PASSPORT as
identification and did/did not take an oath.

8 WITNESS my hand and official seal in the County and State last aforesaid this 26 day
of June (06), 2014.

10 *[Signature]*
12 Vu par Nous, Maître Christophe PIRET-GERARD,
Notaire à Hannut, pour

14 légalisation des signatures apposées
ci-dessous par MONICA KINSEY
CRAICHY



Notary Public _____
Print Name: _____
My Commission Expires: _____

18 STATE OF FLORIDA
20 COUNTY OF ORANGE

22 The foregoing instrument was acknowledged before me Monica F. Craichy, who is known
24 by me to be the person described herein and who executed the foregoing, this 26 day of
June, 2014. S/he is personally known to me or has produced PASSPORT as
identification and did/did not take an oath.

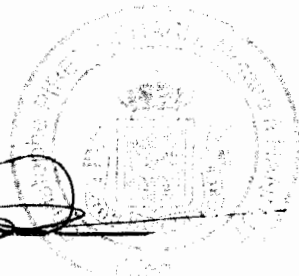
26 WITNESS my hand and official seal in the County and State last aforesaid this 26 day
of June, 2014.

28 *[Signature]*
30 Monica F. Craichy
32 MONICA F. CRAICHY

Notary Public _____
Print Name: _____
My Commission Expires: _____

36 Vu par Nous, Maître Christophe PIRET-GERARD,
Notaire à Hannut, pour

38 légalisation des signatures apposées
40 ci-dessous par MONICA FARREL
CRAICHY MONICA



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Exhibit "A"

8

A parcel of land lying in Section 6, Township 24 South, Range 28 East, Orange County, Florida.

10

Being more particularly described as follows:

12

14 COMMENCE at the Southwest corner of the Northwest 1/4 of aforesaid Section 6 thence run
16 North 89°38'14" East along the South line of said Northwest 1/4 of Section 6 for a distance of
18 1332.16 feet to the Southeast corner of THORNHILL, A REPLAT as recorded in Plat Book 65,
20 Pages 55 through 58 of the Public records of Orange County, Florida, also being the Southwest
22 corner of the East 1/2 of the Northwest 1/4 of aforesaid Section 6 and the POINT OF
24 BEGINNING; thence departing said South line of said Northwest 1/4 of Section 6 run North
26 00°05'46" West along the East line of said THORNHILL, A REPLAT, also being the West line of
28 said East 1/2 of the Northwest 1/4 of aforesaid Section 6 and then the East line of MABEL
30 BRIDGE PHASE 5 - A REPLAT as recorded in Plat Book 79, Pages 125 through 128 of the
32 Public Records of Orange County, Florida for a distance of 1320.94 feet to the Southwest corner
34 of Tract A, MABEL BRIDGE PHASE 4 - A REPLAT as recorded in Plat Book 78, Pages 34
36 through 37 of the Public Records of Orange County, Florida; thence departing said West line and
38 said East lines run North 89°52'10" East along the South line of said MABEL BRIDGE PHASE 4
40 - A REPLAT for a distance of 197.51 feet; thence departing said South line run the following
42 courses; South 21°49'41" West for a distance of 37.41 feet; thence run South 11°46'26" West for a
44 distance of 105.12 feet; thence run South 25°53'56" East for a distance of 24.23 feet; thence run
46 South 33°24'03" East for a distance of 89.14 feet; thence run South 34°59'32" East for a distance
48 of 60.42 feet; thence run South 52°27'23" East for a distance of 30.84 feet; thence run South
39°53'36" East for a distance of 32.50 feet; thence run South 42°07'35" East for a distance of
48.41 feet; thence run South 25°50'59" East for a distance of 56.73 feet; thence run South
17°38'09" West for a distance of 61.75 feet; thence run South 30°03'30" West for a distance of
65.82 feet; thence run South 20°50'50" West for a distance of 55.86 feet; thence run South
21°09'18" East for a distance of 29.44 feet; thence run South 05°13'51" East for a distance of
38.75 feet; thence run South 08°46'47" East for a distance of 56.63 feet; thence run South
24°39'26" East for a distance of 33.39 feet; thence run South 21°38'05" East for a distance of
56.27 feet; thence run South 12°49'17" East for a distance of 40.63 feet; thence run South
02°40'05" East for a distance of 46.10 feet; thence run South 15°58'54" East for a distance of
44.32 feet; thence run South 65°32'04" West for a distance of 55.45 feet; thence run South
68°30'47" West for a distance of 57.90 feet; thence run North 76°43'09" West for a distance of
31.01 feet; thence run South 35°37'59" West for a distance of 220.30 feet; thence run South
28°08'15" East for a distance of 73.59 feet; thence run South 39°40'05" East for a distance of
42.66 feet; thence run South 54°37'26" West for a distance of 48.67 feet; thence run South
16°54'13" East for a distance of 40.14 feet; thence run South 25°59'18" West for a distance of
28.04 feet to a point on aforesaid South line of said Northwest 1/4 of Section 6; thence run South
89°38'14" West along said South line for a distance of 124.79 feet to aforesaid POINT OF
BEGINNING.

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Contains 7.50 acres more or less.

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Exhibit "B"

Project Area Location Map

