



city commission agenda

Regular Meeting

July 24, 2017
3:30 p.m.
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Gregory Seidel	seat 2	Sarah Sprinkel	Steve Leary	seat 3	Carolyn Cooper	seat 4	Pete Weldon

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

1 Meeting Called to Order

2 Invocation Rev. Weaver Blondin, Mt. Moriah Missionary Baptist Church Pledge of Allegiance

3 Approval of Agenda Citizen Budget Comments

4 Mayor's Report

***Projected Time**
***Subject to change**

5 City Manager's Report

***Projected Time**
***Subject to change**
5 minutes

6	City Attorney's Report	*Projected Time *Subject to change
7	Non-Action Items	*Projected Time *Subject to change
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
	a. Approve the minutes of July 10, 2017. b. Approve the following contracts and formal solicitation: <ol style="list-style-type: none"> 1. Piggyback contract of Orlando Utilities Commission Agreement No. 895, Water/Wastewater Material Alliance with HD Supply Waterworks and authorize the Mayor to execute contract. 2. Piggyback NCPA contract for Athletic Surfacing Systems Maintenance and Construction with The Nidy Sports Construction Company and authorize the Mayor to execute contract. 3. Award IFB-22-2017 – Brick Installation Services to JMD Global Developers for Brick Installation Services and authorize the Mayor to execute contract. 	5 minutes
10	Action Items Requiring Discussion	*Projected Time *Subject to change
	a. Adoption of the tentative millage rate b. Ravaudage Road Reimbursement Strategy	15 minutes 25 minutes
11	Public Hearings	*Projected Time *Subject to change
	a. Resolution – Approving an amended and restated Development Order for the Ravaudage Development.	20 minutes
	b. Ordinance – Vacating and abandoning a portion of Benjamin Avenue right-of-way between Glendon Parkway and Morgan Lane within the Ravaudage development (1)	20 minutes
	c. Ordinance – Authorizing the conveyance of 301 West Comstock Avenue (2)	5 minutes
	d. <u>Request of David Weekly Homes LLC:</u> Subdivision approval to split the property at 1935 Woodcrest Drive, zoned R-3, into four single family lots.	20 minutes
	e. <u>Request of Interplan:</u> Conditional use approval to build a 2,782 Square foot, PDQ restaurant with a drive-thru on the current vacant Seacoast Bank site, zoned C-3, at 925 S. Orlando Avenue on the southwest corner of Minnesota and Orlando Avenue.	20 minutes

- f. [Request of Mr. and Mrs. Seidel and the 1234 Lakeview Trust:](#)
Amend a previous lot consolidation approval and use restriction declaration to allow the lakefront portion of the property serving 1251 Lakeview Drive (now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive) to be relocated to the north.
- g. Ordinance – Repealing and replacing Ordinance No. 2981-14 and the code provisions adopted therein with a new section 58-96 of Article III of Chapter 58 of the Land Development Code to prohibit medical marijuana treatment center dispensing facilities within the boundaries of the City (1)

20 minutes

15 minutes

12 City Commission Reports

***Projected Time**
***Subject to change**

- a. Commissioner Seidel
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner Weldon
- e. Mayor Leary

10 minutes total

appeals & assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."



city commission city manager's report

item type

City Manager's Report

meeting date

July 24, 2017

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update
Quiet zones	(FDOT update July 2017) - Agreements with FDOT have been executed for the SunRail Grade Crossing Quiet Zone and Safety and Security Enhancements Projects. The expected duration to complete construction for the two projects is approximately 2.5 years (expected completion December 2019). The current activities include completing design plans, procurement of materials supply and delivery and wiring of Central Florida Rail Corridor (CFRC) signal houses.
Seminole Stormwater Study	The Basis of Design Report for Tanglewood Canal Drainage Improvements is substantially complete. A detailed survey and design must be completed for the overall drainage canal system improvements. In cooperation with Seminole County the City of Winter Park is planning to contract services for dredging the canal. The City is also planning the installation of additional storm drains and pipes as needed in problem areas.
Electric undergrounding	<u>Miles of Undergrounding performed</u> Project E: 3.92 miles (complete) Project F: 1.54 miles (50% complete) Azalea Lane: 0.25 miles (Complete) 915 N Pennsylvania: 0.2 miles (Complete) 1666 Summer Way: 0.06 miles (Complete) To Date: 4.75 miles Quarter Point F (when done): 1.54 miles TOTAL expected by Fiscal year end: 5.97 miles
Fairbanks transmission	All information required by Duke has been provided for contractors to begin the Fairbanks conversion. Expected start date of 1/1/18.
Downtown parking strategies	2nd set of stakeholder meetings scheduled for August 8-9 with community meeting scheduled for August 10th at 6 pm. Consultant will review findings at Commission meeting in August 14th.

Orange Avenue corridor study	Stakeholder meetings finished. Staff will present findings at October 9th Commission meeting.
Denning Drive	Currently the engineering team is designing the grading and stormwater components of the construction drawings which are expected to be complete mid-August 2017. Phase 1 construction (from Orange Avenue to Fairbanks Avenue) will begin September 2017 and be complete November 2017 before the holidays. Phase 2 (Fairbanks Avenue to Webster Avenue) is expected to begin January 2018 and be complete May 2018 during the dry season. Phase 3 (Webster to Solana) will follow directly behind phase 2 with entire project wrapped in early summer 2018.
Scenic Boat Tour ADA ramp	Design plans are currently in for permitting through the City and preparations for construction have begun including relocation of power transformers and fuel tank. Concrete construction will begin August 2017 and be complete in October 2017 to meet the City's obligation.
Library Design	All team members on the project have been selected and approved. The Design architect team has been meeting with stakeholders and the program with appropriate sizes is currently being developed. The program and related sizes are expected to be defined by end of July with conceptual design expected to be available for internal review in September 2017. It is expected that the construction documents will be completed spring 2018.

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

REGULAR MEETING OF THE CITY COMMISSION
July 10, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Rev. Leslie McCarrick, Winter Park Christian Church followed by the Pledge of Allegiance.

Members present:

Mayor Steve Leary
Commissioner Pete Weldon
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper

Also present:

City Manager Randy Knight
City Clerk Cynthia Bonham
City Attorney Kurt Ardaman

Approval of the agenda

Motion made by Commissioner Cooper to approve the agenda; seconded by Commissioner Weldon and carried with a 5-0 vote.

Mayor's Report

Mayor Leary announced that the Winter Park 10U All Stars Babe Ruth Baseball team won the Florida State tournament to become State Champions. They will now participate in the Southeast Regional Tournament in Williamsburg, Virginia beginning July 18.

City Manager's Report

City Manager Knight addressed the July 4 storm and impact to the City.

a. Presentation of the proposed 2017/2018 budget

City Manager Knight provided an overview of the proposed 2017/2018 budget. He addressed the various funds, future revenue outlook, the proposed Homestead exemption and the impact to City funding, other notable items for consideration of funding, the taxable value and operating millage, comparison of millage rates with other cities in Orange County, the change in voted debt service, the tentative millage rate and tax revenue depending on the millage rate, the General Fund cash reserves, the major items in the Capital Improvement Plan, organizational support requests (also for CRA), CRA unallocated surplus projection, the Fiber Optics Task Force recommendations, the electric utility sustainability, the upcoming budget schedule, and work session discussion topics. Upon discussion as to the topics each Commissioner wanted to discuss in a work session, the session was scheduled for July 24 at 1:00 p.m.

City Attorney's Report

No report.

Non-Action Item

No items.

Consent Agenda

- a. Approve the minutes of June 26, 2017.
- b. Approve the execution of the Restated Interlocal Cooperation Agreement with Orange County for Community Development Programs under the Urban County Program.
- c. Approve the following purchases:
 1. Change Order for BPO159054 to Heart Utilities for electrical undergrounding and capital work; \$275,000.
 2. Change Order for BPO159055 to HDD of Florida for electrical undergrounding and capital work; \$420,000.
- d. Award RFQ-21-2017, Construction Management at Risk, New Library and Events Center to Brasfield & Gorrie | Lamm & Company Partners; and authorize staff to enter into negotiations.

Motion made by Commissioner Seidel to approve the Consent Agenda; seconded by Commissioner Sprinkel. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion

- a. Joint Use Agreement with Orange County Public Schools for use of Brookshire Elementary School grounds and potential use of Lakemont Elementary School grounds for passive recreation

Jason Seeley of the Parks Department summarized the agreement and answered questions.

Commissioner Cooper supported the agreement and asked that the minutes reflect that the City's policy for our parks acreage level of service does not calculate any of these shared lands as part of our park plan.

Motion made by Mayor Leary to approve the agreement; seconded by Commissioner Weldon. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Commissioner Weldon commended Mayor Leary for making this happen. He encouraged the Commission to spend funds promoting and making the citizens aware of the new assets that are available for them.

Public Hearings:

- a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 301 WEST COMSTOCK AVENUE PURSUANT TO THE PROPOSAL ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Weldon to accept the ordinance on first reading; seconded by Commissioner Sprinkel.

(Amendment #1) Motion amended by Commissioner Cooper that our agreement states that we have no ingress or egress from Lyman Avenue and that this property and its development opens onto Comstock Avenue; seconded by Commissioner Seidel.

Upon questioning, Commissioner Cooper explained the issue of the office property that is adjacent and that she wanted to make sure that the new residents have a dedicated ingress/egress that does not involve shared ingress/egress with an office property (the chapel). This issue was further discussed.

Dan Bellows, representing Winter Park Redevelopment Agency, 411 W. New England Avenue stated this would create a hardship and the price offered for the property is a premium as the highest bid. He spoke about the David Weekly Townhomes (zoned R-2) abutting office and using his property because of their (David Weekly Townhomes) easement he allowed them to use. He addressed the plans submitted showing utilization of the driveway and wanted to acquire the property with no restrictions other than zoning and to follow the same process he has been following for years.

(Amendment #2) Motion amended by Commissioner Seidel that they require that the applicant at such point when a cross access easement (agreement) is proposed on the property that it come to the Commission for approval; seconded by Commissioner Cooper.

Lee Ann Inman, 327 W. Comstock Avenue asked about the process for changing the zoning once the property is owned because of concerns with the property not being developed right away and the zoning changing. She also expressed concerns with residential parking on Comstock Avenue and also commercial parking on the R-2 zoning. Staff will provide Ms. Inman with information regarding the process for changing zoning.

Sally Flynn, 1400 Highland Road, represented Janet Hommel, 258 Lyman Avenue, who could not attend the meeting expressed concerns with sale of the property, the event space adjoining the Blake Yard property and party held there, the dumpster parked the property and easement for Lyman Villas causing more traffic.

Commissioner Weldon asked about the claims made. City Manager Knight explained there was a private party held at the chapel that had an outdoor tent and music and code enforcement has spoken with the property owner to insure that would not happen again without the proper permitting.

Lurline Fletcher, 811 English Court, opposed the sale of the property.

Upon a roll call vote on Amendment #1, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted no. Commissioner Cooper voted yes. The motion failed with a 4-1 vote.

Upon a roll call vote on Amendment #2, Mayor Leary and Commissioners Sprinkel and Weldon voted no. Commissioners Seidel and Cooper voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the main motion, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel and Cooper voted no. The motion carried with a 3-2 vote.

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

No public comments were made.

- b. RESOLUTION NO. 2187-17: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA IN SUPPORT OF THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY RESOLUTION NO. 0016-17; RECOMMENDING APPROVAL OF HOLIDAY AL MANAGEMENT SUB LLC (HOLIDAY RETIREMENT) AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE

Attorney Ardaman read the resolution by title. CRA Manager Kyle Dudgeon stated that this has already been approved and that the CRA agreement is in place for them to come to Winter Park. He stated the resolution is consistent with that was previously approved.

Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner Cooper. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

- c. Request of BFC New England LLC: Conditional use approval to construct a three story mixed use building of 52,601 square feet with parking in a basement level at 158 East New England Avenue

Planning Manager Jeff Briggs explained the request and the two building variances that both staff and the Planning and Zoning Board recommended for approval regarding the building height and terracing of the third floor of the building. He

addressed the location of the loading zones remaining on New England Avenue. He spoke about the parking spaces on the second and third floor of office and retail space on the first floor and our current parking code (four spaces per 1,000 square feet) that requires 162 spaces for that office/retail square footage. He stated the applicant is asking for a variance to use the 3 per 1,000 square feet criteria for the office/retail space of the project which equates to 122 parking spaces which is an exception or variance of 40 spaces or 25% of the total.

He further explained the parking at the Bank of America building parking garage and that the exception or variance request is to allow the existing under-utilized parking in that garage to be used or credited toward the project. He commented that Staff and P&Z were only comfortable in allowing a maximum of 90 parking spaces (287 total spaces minus 197 fobs given out to Bank of America building employees to equal 90 spaces). He further explained the cumulative parking spaces would be the 57 on-site spaces and up to 90 off-site spaces in the Bank of America parking garage which then exceed the Code spaces needed by 25 spaces based on the 3 per 1,000 square foot calculation. Mr. Briggs further discussed the commitment made by the applicant at the March 27th meeting that all employees would be provided 'fobbed' access to the parking garages and that restaurants would only be open after 4:00 pm on weekdays when valet parking would be utilized for those businesses.

Mayor Leary and Commissioners Seidel, Cooper and Weldon disclosed conversations prior to the meeting with the developer and residents/neighbors.

Attorney Mickey Grindstaff, Shutts and Bowen law firm and representing the applicant, stated they have submitted a Developer's Agreement since the March 27 meeting when the application was that was tabled which is not finalized but contains the conditions imposed recommended and the commitments made by them at the March 27th meeting. He provided an itemized list of those provisions that came out of the March 27th Commission meeting. Daniel Butts (applicant) provided more information regarding the loading zone. Mr. Grindstaff stated they will fine tune the developer's agreement after this evening and would like to respond to comments made.

It was agreed that the City Commission would offer comments prior to the public hearing.

Commissioner Seidel expressed concerns with the parking exception requests and how to enforce any variance that might be granted. He said it would be beneficial to complete the ongoing CBD Parking Strategy study to see how any adjustments to the parking code, enforcement or management would affect this request and then see what variances are really needed at that time.

Commissioner Cooper agreed with the height variance being requested and the shared parking. She stated concern on Knowles Avenue with the lack of the step back for the third floor, and the parking space exception request (because in part of

the need to complete the study), but also using the parking in the Bank of America building because she believed the actual number of usable spaces to be lacking. She commented that a scaled back building that could be built based on how much parking could be provided.

Commissioner Weldon provided comments about the current parking code and the applicant taking a financial and parking risk by investing in the building which makes it difficult for him to make any decision other than denying the request. He noted that the code provides as a conditional use that this plan does not provide on-site parking to meet the code required and expected demands of the proposed use as related to the large number of restaurant seats requested. He stated he hopes they can come with a project in the future that they can all agree fits for everyone's needs.

Mayor Leary stated he agrees with the height, the setback, design, and shared parking. He addressed the parking needs in the CBD needing review and that he wants staff to discuss Class A buildings as part of the parking study. He stated there should be an allowance in the code to address issues like this. He wanted to make this project happen but could not agree with the parking.

The following spoke in opposition to the project:

Joe Terranova, 151 N. Virginia Avenue (liked the building but not parking)

Michele Massoni-Dubuc, 508 Balmoral Road

Carol Rosenfelt, 1400 N. New York Avenue

Beth Hall, 516 Sylvan Drive

Meredith Murphy, 1770 Windsor Drive

Allen Deaver, Taylor's Pharmacy, 306 South Park Ave.

Kevin Wray, Peterbrooke Chocolatier (project is good but not the parking portion)

Bill Rosenfelt, 1642 Lookout Landing Circle

The following spoke in favor of the project:

John Drake, 174 W. Comstock Avenue

Betsy Gardner Eckbert, Chamber of Commerce President

After closing public comments, Attorney Grindstaff asked for approval of the project. Further Commission comments were spoken before the vote concerning the project being a great one but that the parking needs to be resolved that had not been resolved from the last meeting.

Commissioner Sprinkel indicated her issue was the exceptions and variances for parking and that there had been no resolution of those issues since March 27th in that this was the same parameters as previously discussed. Other Commissioners voiced concurrence that the parking shortfall and using a different parking code requirement were the principal issues that they could not support. Given then that the application did not satisfy the standards for approval of a conditional use based on non-compliance with the parking codes.

Motion made by Commissioner Weldon to deny the request, seconded by Commissioner Cooper. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. Commissioner Seidel – Completed the Ethics class and addressed the City's July 4 event.

b. Commissioner Sprinkel – 1. Spoke about a friend who has a street with commercial on it against her back yard and because of that they were parking a large truck with a billboard on its side in their back yard because our rules permit it. She asked that this be reviewed by code enforcement as to what can be parked in a back yard. 2. Asked the City Manager to provide more information to them regarding projects as part of the City Manager Report. 3. Wanted to look at the budget from the aspect of how much money is spent for children and families. She wanted to market what the City does is because they value children and families.

c. Commissioner Cooper – Spoke about the delay in bringing back the New England Avenue project and people felt they did not receive enough notice. She stated they do not have a time period that says if something waits a certain period of time that the City-wide notice needs to happen again. She asked for a consensus to look into this. There was no consensus to support this.

d. Commissioner Weldon – Spoke about the budget process and provided his comments as to which funding levels and priorities he did not agree with. These comments are attached to the minutes.

e. Mayor Leary – No report.

The meeting adjourned at 6:51 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	July 24, 2017
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Piggyback Contracts

	vendor	item background	fiscal impact	motion recommendation
1.	HD Supply Waterworks, Ltd.	Piggyback of Orlando Utilities commission Agreement No. 895 – Water/Wastewater Material Alliance.	Total expenditure included in approved FY17 budget.	Commission approve piggyback contract with HD Supply Waterworks and authorize the Mayor to execute contract.
Orlando Utilities Commission issued a formal solicitation to award this contract. The term of the contract has been extended to June 30, 2018.				
2.	The Nidy Sports Construction Company	Piggyback NCPA Contract for Athletic Surfacing Systems Maintenance and Construction	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve piggyback contract with The Nidy Sports Construction Company and authorize the Mayor to execute contract.
NCPA issued a formal solicitation to award this contract.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
3.	JMD Global Developers	IFB-22-2017 – Brick Installation Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve award to JMD Global Developers for Brick Installation Services and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	July 24, 2017	
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager	
department	Administrative Services		<input type="checkbox"/> City Attorney	
division	Budget		<input type="checkbox"/> N/A	
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.			

subject

Budget Discussion and Set Tentative Millage Rate

motion | recommendation

Adopt a tentative operating millage rate of 4.0923 mills. Adopt voted debt service millage of 0.1597 mills required to service debt on the General Obligation Bonds, Series 2011 (Public Safety Complex bonds) & 0.3536 mills required to service the debt on the General Obligation Bonds, Series 2017 (Library/Events Center bonds).

background

The Commission must adopt and submit the tentative millage rate to the Property Appraiser by July 28, 2017. This is the rate the Property Appraiser will use in preparing the "Notice of Proposed Property Taxes" to all property owners in August 2017. Once the tentative millage rate is set, it may not be exceeded unless an extensive notification to property owners is undertaken. The final millage can be lower than the tentative millage without additional notification requirements.

The proposed budget presented to the Commission on July 10 was based on keeping the current operating millage at 4.0923. If the commission wants more flexibility during the budget process, they may wish to adopt a tentative millage rate higher than 4.0923. The combined operating and debt service millage represents an increase from the combined millage in FY17 because of the addition of the voter approved debt service to pay for the new Library & Events Center project.

alternatives | other considerations

If the Commission chooses, it can adjust the millage rate within certain voting approval requirements at various millage thresholds. Below are the simple majority, super majority, and unanimous voting millage thresholds.

Action	Vote	Rate	Revenue
Rolled-back millage rate	Simple majority	3.8786	\$20.48M
Current millage rate*	Simple majority	4.0923	\$21.61M
Adjusted rolled back rate - Maximum millage rate allowed with simple majority	Simple majority	5.7256	\$30.23M
Up to 10% above adjusted rolled-back rate	Super majority (four votes)	6.2982	\$33.25M
More than 10% above the adjusted rolled-back rate and up to 10 mills	Unanimous vote	6.2982 – 10.0	\$5.28M for each mill added.

**Rate proposed in budget.*

fiscal impact

Property tax revenue is the single largest contributor to General Fund revenues (39% of total revenues) and small adjustments to the rate can have large impacts on total revenues. As a simple way of considering incremental changes, every ¼-mill increase or decrease in the rate would change annual revenue by \$1.32. Property tax revenues have grown at an annualized rate of about 2% over the last 10 years.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	July 24, 2017
prepared by	Troy Attaway	approved by	<input checked="" type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure	<input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Public Health & Safety	

subject

Ravaudage Road Reimbursement Strategy

The developer of Ravaudage, a roughly 50 acre PD located in the north west quadrant of the Lee road/17-92 intersection, has requested the City reimburse him for road work being performed on existing roads in City's right of way. The purpose of this agenda item is to discuss a methodology to assess potential reimbursement.

motion | recommendation

Approve reimbursement strategy

background

The Ravaudage area was originally platted as single family residential with commercial along Lee Road and 17-92 frontages. The interior roads, including Benjamin, Lewis, Loren, Glendon Pkwy and Kindle were dirt roads for a long time prior to the County paving them with various methods over the past 10 years or so. There were no curbs or sidewalks but limited drainage inlets were present. There are no known drainage problems as this basin flows primarily to the west into a large trunk line under Bennet road. The developer proposes to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing and on street parking.

Seeing as the developer and the City benefit from these improvements, the developer has asked the City to reimburse him for these planned/already installed improvements and his request is included as Exhibit A.

City staff has proposed methodology utilizing sub-contractor pricing with the City functioning as the contractor and proposing a cost share of 50%. Additionally, the City recognizes the value of the developer providing stormwater treatment of the rights of way in a master stormwater pond to City standards and proposes a contribution towards construction as outlined in Exhibit B.

alternatives | other considerations

Do not agree to reimbursement strategy, utilize different cost share percentage.

fiscal impact

As outlined in Exhibit B, the City staff recommended reimbursement of \$191 per centerline linear ft. of road constructed could commit the City to total outlays of approximately \$1,120,000 (excluding the Bennett/Executive realignment cost to be determined at a later date) over some development timeframe. As outlined 75% of these costs are stormwater related and are proposed to be paid from the stormwater fund with the remaining coming from the general fund. It is proposed that the City develop a maximum reimbursement it can fund each year such that all reimbursement would not have to be paid in a single year in order to minimize impact to City budget.

Mr. Randy Knight, City Manager

July 13, 2017

City of Winter Park

401 Park ave South

Winter Park, Fla 32789

Re: Public Right of way infrastructure

Home Acres subdivision/Ravaudage PD

Dear Mr. Knight,

Benjamin Partners, ltd has been working on the redevelopment of approximately fifty (50) acres of land within the Home acres subdivision for the past Fifteen (15) years. During this time BP has completed over 180 closings of assemblage, entitled the project, set aside approximately three (3) acres of land for a master phase one storm system that never existed in the subdivision for the retention, treatment and discharge of both **public** and **private** stormwater runoff. Another five (5) acres is being set aside for the phase two master stormsystem. BP was unable to get the support for the Ravaudage interlocal agreement that went hand in hand with the Ravaduage approved CDD therefore the CDD was terminated.

The City Commission later approved and authorized the Water and Waste Water Utility Department to utilize development impact fee's from building permits within Ravaudage to be used towards the installation of an up graded potable water system and the new in some cases and up graded in other cases sanitary system within the public right of way. Both potable and sanitary upgrades and installation continue today.

To date BP has spent \$3,300,000.00 on the public right of way improvements to Lewis Drive, the new Morgan Lane, the corner fountain and Master stormwater system within the home acres subdivision, excluding land cost.

It is my opinion that BP was a team player in assisting the City of Winter Park to modify the electric territorial agreement with Florida power so that Winter Park could serve all of Ravadauge. There are some tweaks to the service limits still being worked on today to the benefit of Winter Park.

What was once a possibility is now a reality with the development currently taking place within Ravuadage:

Ale House - \$4,500,000.

The Gardens at Ravaudage - \$6,500,000.

Broadstone Apartments (268 units) - \$56,000,000.

Coming next:

Bainbridge apartment (278 units) - \$48,000,000.

Mixed use Self Storage - \$8,000,000.

Watercrest Memory care/ALF - \$12,000,000.

There are more exciting projects in development.

The Ask

When Winter Park annexed thirty seven (37) acres of new land plus thirteen (13) prior acres back into the city limits from Orange County it received several existing public roadways: Bennett ave, Lewis Drive and Glendon Parkway. It is my position that the city voluntarily annexed these public roadways within the Home acres subdivision and that the city as they do elsewhere when they annex public roadways should maintain said public roadways to the Winter Park minimum standard.

Bennett ave: Travel Lanes are in good condition for the most part. Does the city want sidewalks or stormwater along any part of Bennett ave? Benjamin Partners, Ltd is prepared to pay for new on street parking on the East side of Bennett abutting the Bainbridge and Watercrest projects if BP gets credit for the on street parking. I would think this is a good benefit for the city. BP is asking the city to pay 100% the cost of any storm system installed along Bennett ave and where BP is receiving the flow into its private pond for treatment. **Still pricing at this time.**

Lewis Drive: Between Glendon Parkway and Monroe ave has some issues to include drainage and the fact that the W & WW Utility Department wants to install a new potable water system and sanitary line within this right of way so they can divert the sanitary flow West of Hwy 17/92 instead of the current Eastern flow. BP is asking the city to pay 100 % of any restoration of the travel lanes impacted by the utility construction and decide if they want to up grade the storm system at that time. Currently the stormwater goes untreated into Gem Lake/Park Lake/Lake Maitland. BP is requesting the city pay 100% of any storm upgrades along Lewis Drive if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Still pricing at this time.**

Glendon Parkway: The city acquired this roadway in a unacceptable state from the County. This is a main public roadway from Hwy 17/92 to Bennett ave that serves the Parkgreen homeowners, the Winter Park housing authority and the Monroe Ave Nursing home all in Winter Park. Public Works is installing a upgraded potable water and sanitary system along Glendon Parkway from Hwy 17/92 to just short of Bennett ave. The existing roadway material does not meet the current city minimum standard. BP is requesting that the City pay the cost of 100% of the installation of the correct travel lane material after the installation of the potable water and sanitary is complete. I believe the city should pay 100% of the cost of any storm water to be added along Glendon Parkway if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting that the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Total cost: \$759,020.50 roadway, stormwater, sidewalks.** Less the cost of on street parking and 6' of sidewalk.

Loren ave Ext: BP is asking the city to pay 50% of the cost for this project. Based on back-of-sidewalk to back of sidewalk. This road is replacing a lessor quality roadway and upgrading the stormwater run off collection for this area of roadway. **Total cost: \$231,000.00 Split 50/50**

Bennett ave realignment: BP is asking the city to pay 100% of this project based on back of sidewalk to back of sidewalk. Note that BP is giving up 100% fee simple ownership of the existing private realignment land area and unlike the Loren Ave ext, not getting a equal parcel in return. **Pending final city approval before pricing.**

Monroe Ave: BP believes the city should restore any part of the Maitland R/W disturbed by the W & WW Utility Department sanitary project to the new lift station, and or water improvements.

Street Lighting: I am to understand the city agrees to install the minimum standard lighting along the public roadways at no cost to the abutting property owners. If a decorative lighting program is desired the city has a decorative lighting program which BP understands this program and process.

Respectfully submitted,

Daniel B. Bellows



MEMORANDUM

FROM: TROY ATTAWAY
DATE: June 27, 2017
SUBJECT: Ravaudage Road Reimbursement Strategy

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

The developer of Ravaudage, a roughly 50 acre PD located in the north west quadrant of the Lee road/17-92 intersection, has requested the City reimburse him for road work being performed on existing roads in City's right of way. The purpose of this memo is to outline a methodology to assess potential reimbursement.

Background:

The Ravaudage area was originally platted as single family residential except with commercial along Lee Road and 17-92 frontages. The interior roads, including Benjamin, Lewis, Loren, Glendon Pkwy and Kindle were dirt roads for a long time prior to the County paving them with various methods over the past 10 years or so. There was no curb, sidewalk and limited drainage inlets provided, however there are no known drainage problems as this basin flows primarily to the west into a large trunk line under Bennet road. The developer proposes to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing and on street parking.

Seeing as the developer and the City benefit from these improvements, the developer has asked the City to reimburse him for these planned/installed improvements.

Basis/Assumptions:

- The existing internal roads should be removed completely due to questionable construction methods.
- Roads will serve commercial/office/multifamily land uses
- Minimum roadway width is 22' asphalt
- All roads to have curb/gutter on both sides
- All roads will need drainage including inlets and pipes. Design assumption is 18" pipe continuous with 2 inlets every 500'.
- Continuous sidewalk, 6' wide, is to be provided on both sides
- City will contribute towards the cost of treating the storm water runoff generated from the city's right-of-way
- City Roads eligible for this are: Benjamin Avenue, Kindle from Benjamin to 17-92, Glendon Parkway, Lewis Avenue and Loren north of Glendon

City will reimburse the developer for 50% of the reasonable sub-contractor costs as outlined below:

Remove/dispose existing road	\$12/SY	\$26.60/centerline foot (CLF)
Subgrade/base install	\$22/SY	\$53.78/CLF
Curbing	\$14/LF	\$28.00/CLF
Drainage pipe & inlets		\$70.00/CLF
Asphalt	\$12/SY	\$29.33/CLF
Sidewalk	\$3.50/SF	\$42.00/CLF
	15% of	
Striping/misc.	subtotal	
Total generalized cost		\$287.72/CLF
City contribution (50% of total)		\$143.58/CLF
Contribution for stormwater treatment		\$48.21/CLF
Total City contribution		\$191.80/CLF

In summary, for every 1000' of roadway constructed to assumptions above, City will contribute \$191,800.

Bennett Avenue is a different scenario and can be addressed once the extent of work is known but will follow similar approach of 50% of subcontractor costs along with stormwater treatment contribution for portion of roadway treated.



city commission public hearing

Item type	Public Hearing	meeting date	July 24, 2017		
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Development Review Committee	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	5-0 final vote
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Benjamin Partners, Ltd. and City Development Review Committee (DRC) staff are requesting a Resolution to approve the First Amendment to the Amended and Restated Development Order for the Ravaudage Planned Development.

Summary: The development regulations for the Ravaudage Planned Development (PD) are contained in the Amended and Restated Development Order (DO) for the Ravaudage PD. The City Commission approved an Amended and Restated Development Order in November 2014. As the Ravaudage project develops, city staff and the master developer continue to refine the Development Order to address substantial infrastructure improvements, development patterns and uses within the project.

The following is a summary of the attached red strike-through deletions and underlined additions/changes to this first amendment to the Amended and Restated Development Order (DO):

1. The City Commission has previously approved two resolutions to add properties that were purchased by the master developer to the Ravaudage PD. These properties have been added to the Land Use Map series for the project.
2. DRC staff removed paragraphs that were no longer relevant, and created updated Land Use Map sheets and clarified map/exhibit numbers throughout the document.
3. Staff added Paragraph 7 to add text/tables that were shown on maps included in the Land Use Plan Exhibit "B" to make them more legible.
 - a. The entitlements table reflects the 10% increase in residential units that the master developer was able to utilize without City Commission approval. This resulted in 51 additional units that required 24,745 square feet of office entitlements to be subtracted using the Equivalency Matrix.

- b. Staff included additional text to Paragraph 7a that provides an alternative to the developer for the affordable housing fee.
 - c. Paragraph 7b was added to the DO to allow assisted living/memory care facilities as permitted uses within the PD and permit the developer to utilize office or commercial entitlements for this use. This is consistent with Orange County Land Development Code.
 - d. Paragraphs 7c through 7e were taken from the Land Use Maps and added to the text.
- 4. In response to a developer request that all on-street parallel parking spaces created by the developer be allowed to count toward the parking requirements of this project, DRC recommendation to be added to Paragraphs 12a and 12b is that on-street parking on public streets may be approved on a case-by-case basis by DRC to count towards minimum parking requirements. Orange County Code allows on-street parallel parking spaces on private streets to be counted within 300 feet.
 - 5. Paragraph 19b was modified to state Glendon Parkway in lieu of Solana Avenue would be the location of a future traffic light on Orlando Avenue. This was done due to the fact that the developer stated that Solana Avenue will no longer be extended into Ravaudage.
 - 6. Additional language was added to Paragraph 19c to include dates certain and clarification to the Bennett Avenue realignment and to add an alternative option to realign Executive Drive to Bennett Avenue.
 - 7. Paragraph 19e of the previous DO established a setback along Bennett Avenue to be 15 feet except the properties adjacent to the residences at Park Green. The text stated that there must be a setback of 75 feet from the western right-of-way of Bennett, which with a 55 foot right-of-way of Bennett Avenue yielded a 20 foot setback from the property line. To be consistent throughout Bennett Avenue, DRC modified that language to state a 15 foot setback from the eastern right-of-way line of Bennett Avenue.

Development Review Committee Minutes – June 28, 2017:

RAVAUDAGE PD DEVELOPMENT ORDER MODIFICATIONS

Senior Planner, Allison McGillis began the discussion. She explained to the board that the amendments before them were proposed by both the planning staff and the master developer. She stated that the updated development order includes new text that was taken from the Exhibit 'B' Land Use Maps that were somewhat difficult to read, and includes added properties that were given entitlements through resolutions since the 2015 Amended and Restated Development Order. She also added a statement per the master developer's request stating that assisted living/memory care can be built using office or commercial entitlements, which is consistent with Orange County code. Language was also added that on-street parallel parking on public streets is counted towards minimum parking requirements on a case-by-case basis. Mrs. McGillis noted that the master developer's request was to count all on-street parking on public rights-of-way toward parking requirements, when constructed by the master developer. However, she noted at the June 21st DRC work session, the board discussed the alternative option to count it on a case-by-case basis, and that is what was reflected in the development order amendments to be discussed at today's meeting. Mrs. McGillis also pointed out that the DO establishes a setback along Bennett Avenue to be 15 feet except the properties adjacent to the residences at Park Green. She stated that the text conditions that there must be a setback of 75 feet from the western right-of-way of Bennett, which with a 55 foot right-of-way of Bennett Avenue yields a 20 foot setback from the property line. She suggested that a 15' setback should be consistent throughout Bennett Avenue.

Mrs. McGillis answered questions from the board.

Mr. Dan Bellows, the master developer for the Ravaudage PD, discussed his requests for the development order modifications, and answered questions from the Board.

Chairman Stone asked if there was anyone in the audience who would like to speak on the issue. There was no public comment. The public hearing was closed.

Motion made by George Wiggins to approve the Amended and Restated Development Order; seconded by Troy Attaway.

The Board members then addressed other changes or concerns they had that had not been previously discussed.

Amendment #1: Motion made by Chairman Stone, seconded by George Wiggins, to amend on paragraph 19C regarding the Bennet Avenue realignment, and replace the language “no less than 50 feet in width” at the second to last paragraph with, “The realigned portion of Bennett Avenue and/or Executive Drive right of way to be conveyed to the City shall be determined at the time of design approval by the City of Winter Park”. The motion carried unanimously with a 5-0 vote.

Amendment #2: Motion made by Troy Attaway, seconded by John Holland, to remove the word “without” and add the word “including” paragraph 7D. The Motion carried with a 4-1 vote. Mrs. Stone voted against the motion.

Amendment #3: Motion made by Dori Stone, seconded by George Wiggins, to change the date listed in paragraph 19C on page 11 from August 31, 2018 to December 31, 2018. The motion carried unanimously with a 5-0 vote.

Amendment #4: Motion made by Michelle Neuner, seconded by Troy Attaway, to modify paragraph 19C so that the second paragraph ends at “relocations” and the rest of the paragraph is stricken. The motion carried with a 4-1 vote. Mrs. Stone voted against the motion.

Amendment #5: Motion made by Dori Stone, seconded by Troy Attaway, to add “or as approved by the City of Winter Park Public Works Department” to paragraph 19H. The motion carried unanimously with a 5-0 vote.

Amendment #6: Motion made by Troy Attaway, seconded by George Wiggins, to have Planning Director Dori Stone have the authority to review and modify paragraph 19B, to be consistent with the previously approved amendment that Solana Avenue was no longer to be extended. The motion carried unanimously with a 5-0 vote.

Amendment #7: Motion made by Troy Attaway, seconded by George Wiggins, to change the Land Use Map Sheet A-3 to remove the Glendon Parkway right-of-way (in yellow) which will no longer be vacated, and add (in yellow) the northern portion of Loren Avenue to show this as potentially vacated right-of-way. The motion carried unanimously with a 5-0 vote.

Amendment #8: Motion made by Troy Attaway, seconded by George Wiggins, to amend Land Use Map Sheet A-2 to include the rights-of-way that have already been vacated as part of the height map coloration. The motion carried unanimously with a 5-0 vote.

Amendment #9: Motion made by Dori Stone, seconded by Troy Attaway, to strike “on-street parking on private streets” and add, “as approved by DRC” after case-by-case basis in paragraph 12A and 12B. The motion carried unanimously with a 5-0 vote.

Upon a final vote of the main motion to approve the Amended and Restated Development Order, the motion carried unanimously with a 5-0 vote.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUDAGE DEVELOPMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Benjamin Partners, Ltd. (Developer), and City of Winter Park previously entered into an Annexation Agreement dated April 9, 2012 and recorded in O.R. Book 10363, Page 1250, et seq, Public Records of Orange County, Florida, concerning property generally located at Lee Road and 17-92 in Winter Park, Florida and known as Ravaudage, in which the parties agreed that Developer's Development Order with Orange County dated May 24, 2011, (the Original Development Order") would govern the development of Ravaudage with a few modifications, as noted in the Annexation Agreement; and

WHEREAS, the Original Development Order was amended and restated by that certain Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2148-14 adopted on November 10, 2014, which is recorded at Official Records Book 10938, Page 3602, et. seq., Public Records of Orange County, Florida ("Amended and Restated Development Order"); and

WHEREAS, the Orange County Code applies to the development of Ravaudage under F.S. §171.062 and under the terms of the Annexation Agreement subject to the terms and conditions of the Amended and Restated Development Order as further amended herein; and

WHEREAS, the Developer and the City staff have requested certain additional amendments to the Amended and Restated Development Order, which have been recommended for approval by the City's Development Review Committee at a public hearing on June 28, 2017, and by the City Commission at a public hearing on July 24, 2017, all in accordance with the procedure required by the Orange County Zoning Code, and those requested amendments are reflected in the attached First Amendment to the Amended and Restated Development Order; and

WHEREAS, the City finds that these amendments to the Amended and Restated Development Order are consistent with the Orange County Comprehensive Plan and the Orange County Zoning Code, and is in the best interests of the citizens of Winter Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. APPROVAL. The City Commission of the City of Winter Park hereby approves the First Amendment to the Amended and Restated Development Order attached hereto as Attachment "A" ("First Amendment"), and authorizes the Mayor to execute said First Amendment on behalf of the City.

SECTION 2. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 3. CONFLICTS. In the event of conflicts between this Resolution and other resolutions or parts thereof, this Resolution shall control to the extent of the conflict.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2017.

City Commission
City of Winter Park

Mayor Steve Leary

ATTEST:

Cynthia S. Bonham, City Clerk

Prepared by and Return to:

City Clerk
City of Winter Park
401 S. Park Avenue
Winter Park, FL 32789

Attachment 'A'

**FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT ORDER
(RAVAUAGE)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT ORDER (the "First Amendment") is made and entered into this ____ day of _____, 2017, by and between the **City of Winter Park**, a municipal corporation of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **DANIEL B. BELLOWS**, (referred to as "Developer" and "Owner"), P.O. Box 350, Winter Park, FL 32790; **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership, of 411 W. New England Ave., Suite 300, Winter Park, FL 32789; **CENTRAL FLORIDA STOCK INVESTORS, LLC**, a Florida corporation, of **P.O. Box 350, Winter Park, FL 32790**; and **GARMET, LTD.**, a Florida limited partnership, of 222 South Pennsylvania Ave., Ste. 200, Winter Park, FL 32789 (referred to as "Owners").

WHEREAS, the City and Owners (or their predecessors in title) previously entered into that certain Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2148-14 adopted on November 10, 2014, which is recorded at Official Records Book 10938, Page 3602, et. seq., Public Records of Orange County, Florida ("Amended and Restated Development Order"); and

WHEREAS, the City and Owners desire to further amend the Amended and Restated Development Order as set forth in this First Amendment; and

WHEREAS, the City finds that this First Amendment is consistent with the City and County Comprehensive Plans, the Orange County Zoning Code, and is in the best interests of the citizens of Winter Park.

NOW, THEREFORE, for and in consideration of the terms and conditions of this First Amendment, the mutual covenants set forth herein, and for other good and valuable consideration, the City and Owners agree to the following conditions:

1. Recitals. The above recitals are true and correct and form a materials part of this First Amendment.
2. Amendment. The Amended and Restated Development Order is hereby amended as set forth in the strike-through and underline version of the Amended and Restated Development Order attached hereto as **Attachment "1"** (~~strike-through~~ language are deletions; underlined language is being added). This amendment includes the addition of an Equivalency Matrix in Section 22 to the Amended and Restated Development Order as reflected in Attachment "1". Further, this amendment includes the replacement of Exhibit "B" (Ravaudage Land Use Plan) to the Amended and Restated Development Order with the revised Ravaudage Land Use Plan (Exhibit "B") affixed as part of Attachment "1".
3. Ratification. All other provisions of the Amended and Restated Development Order, except as modified herein, shall remain in full force in effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[signatures to follow]

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a political subdivision of the State of Florida

Name: _____

By: _____
Steve Leary, Mayor

Name: _____

ATTEST:
By: _____
Cynthia S. Bonham, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Steve Leary, Mayor of THE CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

By: _____
Daniel B. Bellows

Date: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Daniel B. Bellows, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

GARMET, LTD., a Florida limited partnership

By: Welbourne Ave. Corp., its General Partner

By: _____
Robert P. Saltsman, President

Date: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robert P. Saltsman, President of Welbourne Ave., Corp, a Florida corporation, the General Partner for Garmet Ltd, a Florida limited partnership, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Central Florida Stock Investors, LLC a Florida corporation

By: _____
Michele Maher, Manager

Date: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Michele Maher, Manager, Central Florida Stock Investors, LLC, a Florida corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

BENJAMIN PARTNERS, LTD., a Florida
limited partnership

By: BENNETT AVE. COMPANY, INC., a
Florida corporation, its General Partner

Name: _____

By: _____
Daniel B. Bellows, President

Date: _____

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Daniel B. Bellows, President, of Bennett Ave. Company, Inc., a Florida corporation, the General Partner of Benjamin Partners, Ltd., a Florida limited partnership, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

**AMENDED AND RESTATED DEVELOPMENT ORDER
(RAVAUDAGE)**

THIS AMENDED AND RESTATED DEVELOPMENT ORDER (the "Amended Order") is made and entered into this ____ day of _____, 2017, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **DANIEL B. BELLOWS**, (referred to as "Developer" and "Owner"), P.O. Box 350, Winter Park, FL 32790; **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership, of 558 W. New England Ave., Suite 210, Winter Park, FL 32789; ~~**BUBBALOU'S INC. CENTRAL FLORIDA STOCK INVESTORS, LLC**~~, a Florida corporation, of ~~558 W. New England Ave., Suite 210, Winter Park, FL 32789~~ **P.O. Box 350, Winter Park, FL 32790**; and **GARMET, LTD.**, a Florida limited partnership, of 222 South Pennsylvania Ave., Ste. 200, Winter Park, FL 32789 (referred to as "Owners").

WITNESSETH:

WHEREAS, the property that is the subject of this Amended Order is generally located at Lee Road and U.S. 17-92 in Winter Park, Florida, and is described in attached Exhibit A (the "Property"), and the development on the Property is known as Ravaudage; and

WHEREAS, the City and Developer previously entered into an Annexation Agreement dated April 19, 2012 and recorded in O.R. Book 10363, Page 1250 et seq, Public Records of Orange County, Florida, and in Section 5, the parties agreed to accept the Developer's prior Development Order with Orange County dated May 24, 2011, to govern the development of Ravaudage with a few modifications, as noted in the Annexation Agreement; and

WHEREAS, the City agreed to maintain the County Comprehensive Plan designation on the Property, Orange County PD zoning, and pursuant to Fla. Stat. 171.062, to follow the Orange County Subdivision and Zoning Code to regulate development on the Property; and

WHEREAS, the Developer has requested certain amendments to the Original Order, which have been approved by the City's Development Review Committee at public hearings ~~on March 25, 2013, April 15, 2014 and August 27, 2014~~, and by the City Commission at a public hearings ~~on November 10, 2014~~, as required by the Orange County Zoning Code, and those amendments are reflected in this Amended and Restated Agreement; and

WHEREAS, the Original Order will continue to govern those parcels which are no longer owned by the Developer, which consist of the parcel at 1251 Lee Road, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-01-010, the vacant parcel at 1035 N. Orlando Avenue, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-01-131, the parcel at 1006 Lewis Drive, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-02-150, the parcel at 1101 Lewis Drive, Winter Park, Florida, with a Parcel ID No. 01-22-29-2712-06-170, and the Amended and Restated Development Order as approved by Resolution No. 2148-14 will continue to govern the parcel at 1060 Lewis Drive, Winter Park, Florida with a Parcel ID No. 01-22-29-3712-07-031; and

WHEREAS, the City finds that this Amended Order is consistent with the City and County Comprehensive Plans, the Orange County Zoning Code, and is in the best interests of the citizens of Winter Park.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Amended Order, the mutual covenants set forth herein, and for other good and valuable consideration, the City and Developer agree to the following conditions:

1. Recitals. The above recitals are true and correct and form a materials part of this First Amendment.
2. THE DEVELOPMENT SHALL CONFORM TO THE RAVAUDAGE PD LAND USE PLAN DATED ~~"RECEIVED APRIL 4, 2011,"~~ July 24, 2017 AND ANY AMENDMENT AND/OR MODIFICATIONS THEREOF AND ATTACHED HERETO AS EXHIBIT B AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, ORDINANCES AND REGULATIONS, EXCEPT TO THE EXTENT THAT ANY APPLICABLE COUNTY LAWS, ORDINANCES OR REGULATIONS ARE EXPRESSLY WAIVED OR MODIFIED BY ANY OF THESE CONDITIONS, ACCORDINGLY, THE PD MAY BE DEVELOPED IN ACCORDANCE WITH THE USES, DENSITIES AND INTENSITIES DESCRIBED IN SUCH LAND USE PLAN, SUBJECT TO THOSE USES, DENSITIES AND INTENSITIES CONFORMING WITH THE RESTRICTIONS AND REQUIREMENTS FOUND IN THE CONDITIONS OF APPROVAL AND COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, ORDINANCE AND REGULATIONS, EXCEPT TO THE EXTENT THAT ANY APPLICABLE COUNTY LAWS, ORDINANCES OR REGULATIONS ARE EXPRESSLY WAIVED OR MODIFIED BY ANY OF THESE CONDITIONS. IF THE DEVELOPMENT IS UNABLE TO ACHIEVE OR OBTAIN DESIRED USES, DENSITIES OR INTENSITIES, THE COUNTY IS NOT UNDER ANY OBLIGATION TO GRANT ANY WAIVERS OR MODIFICATIONS TO ENABLE THE DEVELOPER TO ACHIEVE OR OBTAIN THOSE DESIRED USES, DENSITIES OR INTENSITIES. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN A CONDITION OF APPROVAL OF THIS ZONING AND THE LAND USE PLAN DATED ~~"RECEIVED APRIL 4, 2011,"~~ July 24, 2017 THE CONDITION OF APPROVAL SHALL CONTROL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.
3. THIS PROJECT SHALL COMPLY WITH, ADHERE TO, AND NOT DEVIATE FROM OR OTHERWISE CONFLICT WITH ANY VERBAL OR WRITTEN PROMISE OR REPRESENTATION MADE BY THE APPLICANT (OR AUTHORIZED AGENT) TO THE BOARD OF COUNTY COMMISSIONERS AT THE PUBLIC HEARING WHERE THIS DEVELOPMENT WAS APPROVED, WHERE SUCH PROMISE OR REPRESENTATION, WHETHER ORAL OR WRITTEN, WAS RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, COULD HAVE REASONABLY BEEN EXPECTED TO HAVE BEEN RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, OR COULD HAVE REASONABLY INDUCED OR OTHERWISE INFLUENCED THE BOARD TO APPROVE THE DEVELOPMENT. FOR PURPOSES OF THIS CONDITION, A "PROMISE" OR "REPRESENTATION" SHALL BE DEEMED TO HAVE BEEN MADE TO THE BOARD BY THE APPLICANT (OR AUTHORIZED AGENT) IF IT WAS EXPRESSLY MADE TO THE BOARD AT A PUBLIC HEARING WHERE THE DEVELOPMENT WAS CONSIDERED OR APPROVED.
- ~~4. THE CONCEPTUAL ACCESS POINTS IDENTIFIED ON THE LAND USE PLAN ARE NOT APPROVED AT THIS TIME AND ARE CONCEPTUAL ONLY. FINAL ACCESS POINTS SHALL BE REVIEWED AND APPROVED AT PRELIMINARY SUBDIVISION PLAN OR DEVELOPMENT PLAN STAGE.~~
54. OUTDOOR SALES, STORAGE, AND DISPLAY SHALL BE ALLOWED TO INCLUDE SPECIAL EVENT SALES, KIOSKS, (TEMPORARY AND PERMANENT) SPECIAL OUTDOOR SALES, FOOD TRUCK EVENTS AND OUTDOOR GARDEN SALES IN CONFORMANCE WITH THE CITY REGULATIONS GOVERNING SUCH EVENTS AND ACTIVITIES.
65. SIGNAGE SHALL COMPLY WITH THE MASTER SIGNAGE PLAN TO BE SUBMITTED AND REVIEWED PRIOR TO DEVELOPMENT PLAN APPROVAL.

~~7. TREE REMOVAL/EARTHWORK SHALL NOT OCCUR UNLESS AND UNTIL CONSTRUCTION PLANS FOR THE FIRST PRELIMINARY SUBDIVISION AND/OR DEVELOPMENT PLAN WITH A TREE REMOVAL AND MITIGATION PLAN HAVE BEEN APPROVED BY ORANGE COUNTY.~~

6. 8. A WAIVER FROM SECTION 34-209, WHICH REQUIRES A 6-FOOT HIGH MASONRY WALL TO SEPARATE RESIDENTIAL SUBDIVISIONS FROM ADJACENT ROADWAYS, IS GRANTED AS THIS IS AN URBAN TOWN CENTER IN-FILL PROJECT.

7. THE FOLLOWING RELATES TO THE PROJECT BUILDING PROGRAM:

CATEGORY	ENTITLEMENTS
RESIDENTIAL	562 UNITS ¹
COMMERCIAL	388,102 SQUARE FEET
OFFICE	866,255 SQUARE FEET
HOTEL	320 ROOMS

¹ UNIT COUNT REFLECTS 10% LAND USE INCREASE WHICH WAS CALCULATED USING THE EQUIVALENCY MATRIX BY CONVERTING 24,745 SQUARE FEET OF OFFICE ENTITLEMENTS INTO 51 ADDITIONAL RESIDENTIAL UNITS.

- A. MULTI-FAMILY PROJECTS SHALL PROVIDE EITHER AT LEAST 10% OF THE MULTI-FAMILY RESIDENTIAL UNITS BUILT TO BE CERTIFIED AFFORDABLE HOUSING OR PAY A FEE IN LIEU OF THE REQUIREMENT INTO THE CITY’S AFFORDABLE HOUSING TRUST FUND AT \$0.50/SQUARE FOOT FOR THE MULTI-FAMILY SQUARE FOOTAGE OR TO A NON-PROFIT AFFORDABLE HOUSING PROVIDE FOR USE WITHIN THE CITY, SUBJECT TO APPROVAL BY CITY STAFF.
- B. ASSISTED LIVING/MEMORY CARE FACILITIES ARE PERMITTED WITHIN THE ORANGE COUNTY PD COMMERCIAL/OFFICE LAND USES, AND DEVELOPER MAY UTILIZE OFFICE AND/OR COMMERCIAL ENTITLEMENTS FOR THIS USE.
- C. IF ANY INDIVIDUAL BLOCK LENGTH EXCEEDS 600 FEET, THE BLOCK SHALL INCORPORATE A 20 FOOT PEDESTRIAN WALKWAY THAT INCLUDES A 10 FOOT PAVED CROSSWALK, LANDSCAPING AND LIGHTING. A BLOCK’S OVERALL PERIMETER MAY NOT EXCEED 2,400 FEET, UNLESS INTERRUPTED BY PEDESTRIAN WALKWAYS, LANDSCAPING AND DRIVEWAYS.
- D. MAXIMUM RESIDENTIAL DENSITY IS 14.76 DU/ACRE (BASED ON ACREAGE WITHOUT INCLUDING RIGHT-OF-WAY VACATION) AND MINIMUM RESIDENTIAL FLOOR AREA PER UNIT IS 500 SQUARE FEET UNDER HEAT AND AIR.
- E. MAXIMUM HEIGHTS ARE DETERMINED BY THE MAXIMUM HEIGHT MAP INCLUDED WITHIN EXHIBIT “B”.

8. RESERVED.

9. THE FOLLOWING WAIVERS FROM THE BIG BOX DEVELOPMENT STANDARDS ARE GRANTED:

- A. A WAIVER IS GRANTED FROM SECTION 38-1234(3) (F) (2) TO ALLOW BIG BOX DEVELOPMENT ONE (1) STORY AND LESS THAN 200,000 SF SHALL HAVE 5% OPEN SPACE (WITH RESTRICTIONS) WITHIN ITS LOT, IN LIEU OF 25% GIVEN THE URBAN VILLAGE

LAYOUT OF THIS PLAN, BIG BOX DEVELOPMENT SHALL PROVIDE WITHIN ITS BUILDING LOT 5% OF THE GROSS AREA FOR OPEN SPACE USES (PLAZAS, POCKET PARKS, GREEN AREAS, ETC.).

- B. A WAIVER IS GRANTED FROM SECTION 38-79 (153) (B) TO ALLOW BIG BOX DEVELOPMENTS TO HAVE MAXIMUM 1.00 FAR IN LIEU OF 0.23 FAR.
- C. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(C) TO ALLOW A DETAILED TRAFFIC STUDY AT THE DEVELOPMENT PLAN STAGE IN LIEU OF PROPOSED BIG BOX DEVELOPMENT APPLICATION AT THE LAND USE PLAN STAGE.
- D. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(E) TO ALLOW BIG BOX DEVELOPMENTS TO DESIGNATE AT LEAST TWO (2) VEHICLE PARKING SPACES FOR LOCAL LAW ENFORCEMENT WITHIN THE APPLICABLE PARKING STRUCTURES IN LIEU OF PROVIDING REFERENCED PARKING SPACES ADJACENT TO THE PRINCIPAL STRUCTURE.
- E. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(G) TO ALLOW OFF- STREET STRUCTURED PARKING SERVICING THE BIG BOX NOT TO BE SUBDIVIDED INTO MULTIPLE "SUB-LOTS" WITH UNINTERRUPTED (EXCEPT AT CROSSWALKS) LANDSCAPED PEDESTRIAN SIDEWALK PATHWAYS IN LIEU OF OFF-STREET SERVICING THE PROJECT SHALL BE SUBDIVIDED INTO MULTIPLE "SUB-LOTS" WITH UNINTERRUPTED (EXCEPT AT CROSSWALKS) LANDSCAPED PEDESTRIAN PATHWAYS.
- F. A WAIVER IS GRANTED FROM SECTION 38-79 (153) (I) TO ALLOW BIG BOX USES WITH OFF-STREET STRUCTURED PARKING SHALL PROVIDE ZERO (0) ROADWAY "STACKING" BEFORE THE FIRST TURN WITHIN THE PARKING STRUCTURE IN LIEU OF 200' OFF THE ROADWAY BEFORE THE FIRST TURN WITHIN THE PARKING LOT AS LONG AS ACCESS TO THE PARKING STRUCTURE IS FROM AN INTERNAL ROAD AND ACCESS TO THE PARKING STREET IS LOCATED A MINIMUM OF 200' FROM US 17-92 AND/OR LEE ROAD.
- G. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(K) TO ALLOW NO PAVEMENT OR PART OF ANY VERTICAL STRUCTURE ASSOCIATED WITH THE REAR OR SIDE OF A BIG BOX DEVELOPMENT SHALL BE LOCATED CLOSER THAN 85' IN LIEU OF 200' FROM THE NEAREST PROPERTY LINE OF ANY ADJACENT SINGLE-FAMILY RESIDENTIALLY ZONED PROPERTY. ADDITIONALLY, ONE (1) LANDSCAPE SEPARATION BUFFERS SHALL BE PROVIDED WITHIN A 10' PLANTING STRIP IN LIEU OF TWO (2) AND 200'. THIS WAIVER SHALL APPLY TO THE FOLLOWING PARCELS: 01-22-29-3712- 06-i 00 AND 01-22-29-3712-06-170 WHICH FRONT LEWIS DRIVE.
- H. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(K) TO ALLOW NO PAVEMENT OR PART OF ANY VERTICAL STRUCTURE ASSOCIATED WITH THE REAR OR SIDE OF A BIG BOX DEVELOPMENT SHALL BE LOCATED CLOSER THAN 25' IN LIEU OF 200' FROM THE NEAREST PROPERTY LINE OF ANY ADJACENT SINGLE-FAMILY RESIDENTIALLY ZONED PROPERTY. ADDITIONALLY, ONE (1) LANDSCAPE SEPARATION BUFFERS SHALL BE PROVIDED IN LIEU OF TWO (2). A SETBACK OF ZERO (0) (NO BUFFER, WALL OR LANDSCAPE BUFFER) SHALL BE GRANTED WITH PROPERTY OWNER LETTER OF CONSENT. THIS WAIVER SHALL APPLY TO THE FOLLOWING PARCEL ONLY: 01-22-29-3712-06-010.

10. THE FOLLOWING WAIVERS FROM THE PD COMMERCIAL CODE ARE GRANTED:

- A. A WAIVER FROM SECTION 38-1272(A) (1) IS GRANTED TO ALLOW THE MAXIMUM IMPERVIOUS AREA FOR INDIVIDUAL LOTS / DEVELOPMENT PODS SHALL BE 85% IN LIEU OF 70%. THE OVERALL PROJECT SHALL PROVIDE FOR 15% OPEN SPACE (WITH RESTRICTIONS) AND A MASTER STORM WATER SYSTEM.
- B. A WAIVER FROM SECTION 38-1234(3) (C) IS GRANTED TO ALLOW OVERALL PROJECT OPEN SPACE TO BE 15% (WITH RESTRICTIONS) IN LIEU OF 25%, EXCEPT FOR A BIG BOX SITE.
- C. A WAIVER FROM SECTION 38-1272 (A) (3) IS GRANTED TO ALLOW INTERNAL REAR AND SIDE SETBACKS (NOT FRONTING ON RIGHT-OF-WAY) SHALL BE ZERO (0), IN LIEU OF 10'.

WHERE ADJACENT TO PROJECT RESIDENTIAL USES, THE SETBACK SHALL BE ZERO (0) IN LIEU OF 25'.

A MINIMUM 15' BUILDING SETBACK SHALL BE MAINTAINED ALONG BENNETT AVENUE, IN LIEU OF 30' (WITH A MAXIMUM SETBACK OF 25').

BUILDING SETBACKS FOR ALL INTERIOR/EXTERIOR STREETS SHALL BE A MAXIMUM OF 15' IN LIEU OF 30' WITH A MINIMUM OF ZERO (0') FEET FROM BACK OF SIDEWALK. THIRD AND FOURTH STORIES MUST BE SET BACK ON STREET FRONTAGES EQUAL TO THEIR HEIGHT OF A ONE FOOT SETBACK FOR EACH ONE FOOT HEIGHT OF THE RESPECTIVE THIRD AND FOURTH STORIES. ALL OTHER RIGHTS-OF-WAY SHALL HAVE A MAXIMUM SETBACK OF 10'. NO BUILDING SHALL ENCROACH INTO THE RIGHT-OF-WAY. THIS CONDITION APPLIES TO BUILDINGS WITH A MAXIMUM HEIGHT OF FOUR STORIES.

BUILDING SETBACKS ALONG ARTERIALS (LEE ROAD AND ORLANDO AVENUE - US 17/92) SHALL BE 15' IN LIEU OF 40' (WITH A MAXIMUM SETBACK OF 25'). PD PERIMETER SETBACK IS 15' UNLESS OTHERWISE WAIVED.

- D. A WAIVER FROM SECTION 38-1272 (A) (5) IS GRANTED TO ALLOW A MAXIMUM BUILDING HEIGHT UP TO EIGHT (8) STORIES, (100' PLUS 15' OF ARCHITECTURAL ENHANCEMENTS) AS DETAILED IN EXHIBITS FROM THE LAND USE PLAN LABELED: "~~URBAN FORM: PROPOSED BUILDING SHEET A-2 MAXIMUM~~ HEIGHT ZONES AND ~~SHEET A-5 BUILDING SETBACKS~~ URBAN FORM: PROPOSED BUILDING SETBACKS FOR ABUTTING RESIDENTIAL LOTS NOT PART OF PROJECT," IN LIEU OF A MAXIMUM HEIGHT OF 50', 35' IF WITHIN 100' OF RESIDENTIAL.
- E. THE DEVELOPMENT SHALL RETAIN FLEXIBILITY TO ALLOW HEIGHT TRANSITIONS THROUGHOUT THE PROJECT TO BE DETERMINED ON THE INDIVIDUAL PROJECT BASIS. THE HEIGHT TRANSITION SHALL NOT INCREASE OR DECREASE MORE THAN TWO (2) STORIES BASED ON THE URBAN FORM. EXHIBIT ~~2~~ B, AS MODIFIED SHALL BE USED TO ESTABLISH THE HEIGHTS AND NO BUILDING HEIGHT SHALL EXCEED EIGHT (8) STORIES.
- F. NO BUILDING SHALL EXCEED FOUR (4) STORIES IN HEIGHT WITHIN A 200' SETBACK ALONG ORLANDO AVENUE AND LEE ROAD AND 130' ALONG THE SOUTH EDGE OF MONROE AVENUE.

G. IF THE APPLICANT SEEKS TO INCREASE THE HEIGHT OF A BUILDING IN THE DEVELOPMENT, AS REFLECTED ON THE MAXIMUM HEIGHT MAP INCLUDED IN EXHIBIT B EXHIBIT C-5, THE APPLICANT MUST PROPOSE TO LOWER THE HEIGHT OF ANOTHER BUILDING IN THE DEVELOPMENT OF THE SAME SCALE AND TO THE SAME EXTENT AS THE BUILDING WITH THE HEIGHT INCREASE. ANY HEIGHT INCREASE MUST BE APPROVED BY THE CITY COMMISSION.

11. THE FOLLOWING WAIVERS FROM PD RESIDENTIAL CODE ARE GRANTED:

- A. A WAIVER IS GRANTED FROM SECTION 38-1254(1) IS GRANTED TO ALLOW BUILDING SETBACKS ALONG THE PD BOUNDARY TO BE A MINIMUM OF 15' IN LIEU OF 25' (WITH A MAXIMUM SETBACK OF 25').
- B. A WAIVER IS GRANTED FROM SECTION 38-1254 (2)(C) TO ALLOW BUILDING SETBACKS FROM LEE ROAD AND ORLANDO AVENUE (US 17/92) TO BE A MINIMUM OF 15' IN LIEU OF 50' (WITH A MAXIMUM SETBACK OF 25').
- C. A WAIVER IS GRANTED FROM SECTION 38-1254 (2) (E) TO ALLOW BUILDING SETBACKS FOR ALL INTERIOR/EXTERIOR (ALL OTHER R-O-W'S) STREETS TO BE A MINIMUM OF 0' IN LIEU OF 20' (WITH A MAXIMUM SETBACK OF 25'). THIRD AND FOURTH STORIES MUST BE SET BACK ON STREET FRONTAGES EQUAL TO THEIR HEIGHT OF A ONE FOOT SETBACK FOR EACH ONE FOOT HEIGHT OF THE RESPECTIVE THIRD AND FOURTH STORIES. THE MINIMUM SETBACK OF 0' SHALL APPLY TO BACK OF SIDEWALK WITH A MINIMUM SIDEWALK WIDTH OF 10'. NO BUILDING SHALL ENCROACH INTO THE RIGHT-OF-WAY. THIS CONDITION APPLIES TO BUILDINGS WITH A MAXIMUM HEIGHT OF FOUR STORIES.

12. THE FOLLOWING WAIVERS FOR PARKING FACILITIES ARE GRANTED:

- A. A WAIVER FROM SECTION 38-1230(A) IS GRANTED TO ALLOW PARKING AREAS (STRUCTURED PARKING, ON-STREET PARKING ON PUBLIC STREETS TO BE APPROVED ON A CASE-BY-CASE BASIS AS APPROVED BY THE WINTER PARK DEVELOPMENT REVIEW COMMITTEE, AND SURFACE PARKING) MAY BE LOCATED UP TO 350' FROM THE USES THEY SERVE IN LIEU OF PARKING LOCATED WITHIN 150'.
- B. A WAIVER FROM SECTION 38-1477 IS GRANTED TO ALLOW PARKING AREAS (STRUCTURED, ON-STREET PARKING ON PUBLIC STREETS TO BE APPROVED ON A CASE-BY-CASE BASIS AS APPROVED BY THE WINTER PARK DEVELOPMENT REVIEW COMMITTEE AND/OR SURFACE PARKING) TO BE LOCATED UP TO 350' FROM THE PRINCIPAL USE ON A SEPARATE LOT IN LIEU OF PARKING PROVISION ON THE SAME LOT (PRINCIPAL USE) OR WITHIN 300' FROM THE PRINCIPAL ENTRANCE AS MEASURED ALONG THE MOST DIRECT PEDESTRIAN ROUTE.

13. THE FOLLOWING WAIVERS FROM SECTION 38-1258 (MULTI-FAMILY COMPATIBILITY) ARE GRANTED:

- A. A WAIVER FROM SECTION 38-1258(A) IS GRANTED TO ALLOW MULTIFAMILY BUILDINGS OF TWO (2) STORIES TO BE LOCATED WITHIN 5' TO 55'; FOUR (4) STORIES TO BE LOCATED BETWEEN 55' AND 80'; AND FIVE (5) TO EIGHT (8) STORY BUILDINGS TO BE LOCATED 80' IN LIEU OF 1 STORY LIMIT WITHIN 100' OF SINGLE-FAMILY ZONED PROPERTY.

- B. A WAIVER FROM SECTION 38-1258(B) IS GRANTED TO ALLOW MULTIFAMILY BUILDINGS OF EIGHT (8) STORIES TO BE LOCATED AT 80' FROM SINGLE-FAMILY ZONED PROPERTY, IN LIEU OF MULTI-FAMILY BUILDINGS LOCATED BETWEEN 100' AND 150' WITH A MAXIMUM OF 50% OF THE BUILDINGS BEING THREE (3) STORIES (NOT TO EXCEED 40') WITH THE REMAINING BUILDINGS BEING 1 OR 2 STORIES IN HEIGHT.
- C. A WAIVER FROM SECTION 38-1258(C) IS GRANTED TO ALLOW MULTIFAMILY BUILDINGS OF EIGHT (8) STORIES AND 100' IN HEIGHT (PLUS 15' FOR ARCHITECTURAL FEATURES, ELEVATOR TOWERS, AND COMMUNICATION ANTENNAE) AT 80' FROM PROPERTY LINE OF SINGLE FAMILY ZONED PROPERTY IN LIEU OF 3 STORIES AND 40' IN HEIGHT AND WITHIN 100' AND 150' OF SINGLE FAMILY-ZONED PROPERTY.
- D. A WAIVER FROM SECTION 38-1258(D) IS GRANTED TO ALLOW MULTIFAMILY BUILDINGS OF EIGHT (8) STORIES AND 100' IN HEIGHT (PLUS 15' FOR ARCHITECTURAL FEATURES, ELEVATOR TOWERS, AND COMMUNICATION ANTENNAE) IN LIEU OF BUILDINGS IN EXCESS OF 3 STORIES AND 40'.
- E. A WAIVER FROM SECTION 38-1258(E) IS GRANTED TO ALLOW PARKING AND OTHER PAVED AREAS OF MULTI-FAMILY DEVELOPMENT TO BE LOCATED 5' FROM ANY SINGLE FAMILY ZONED PROPERTY IN LIEU OF 25'. A 5' LANDSCAPE BUFFER SHALL BE PROVIDED IN LIEU OF 25'.
- F. A WAIVER FROM SECTION 38-1258 (F) IS GRANTED TO ALLOW NO MASONRY, BRICK OR BLOCK WALL TO BE CONSTRUCTED IN LIEU OF A 6' WALL WHENEVER A MULTI-FAMILY DEVELOPMENT IS LOCATED ADJACENT TO SINGLE FAMILY ZONED PROPERTY.
- G. A WAIVER FROM SECTION 38-1258(G) IS GRANTED TO ALLOW DIRECT MULTI-FAMILY ACCESS TO ANY RIGHT-OF-WAY SERVING PLATTED SINGLE FAMILY ZONED PROPERTY IN LIEU OF ACCESS TO ONLY COLLECTOR OR ARTERIAL ROADS.
- H. A WAIVER FROM SECTION 38-1258(I) IS GRANTED TO ALLOW URBAN/PEDESTRIAN FEATURES (SIDEWALKS, STREET FURNITURE, STREET TREES, ETC; REFER TO URBAN FORM: INTERNAL STREET DESIGN ELEMENTS) IN LIEU OF FENCING AND LANDSCAPE WHENEVER A SINGLE FAMILY ZONED PROPERTY IS LOCATED ACROSS THE RIGHT-OF-WAY.
- I. A WAIVER FROM SECTION 38-1258(J) IS GRANTED TO ALLOW A SEPARATION OF ZERO (0) BETWEEN MULTI-FAMILY, OFFICE, COMMERCIAL BUILDINGS (WITHOUT WINDOWS OR OTHER OPENINGS), IN LIEU OF 20' FOR FIRE PROTECTION PURPOSES; AND A SEPARATION OF 10' FOR BUILDINGS WHERE DOORS, WINDOWS AND OTHER OPENINGS IN THE WALL OF A LIVING UNIT BACK UP TO A WALL OF ANOTHER BUILDING WITH SIMILAR OPENINGS, IN LIEU OF A MINIMUM SEPARATION OF 30' FOR 2 STORY BUILDINGS AND 40' FOR 3 STORY BUILDINGS.
- J. A WAIVER FROM SECTION 38-1234(3) (A) (2) IS GRANTED TO ALLOW 15% (WITH RESTRICTIONS) OPEN SPACE IN LIEU OF 25% EXCEPT FOR BIG BOX AREA.

14. THE FOLLOWING WAIVERS FROM CH. 31.5 (SIGNAGE REGULATIONS) ARE GRANTED:

- A. A WAIVER FROM SECTION 31.5-126 (A) IS GRANTED TO ALLOW A NEW 14' X 48' BILLBOARD WITH (LIQUID CRYSTAL DISPLAY) LCD TECHNOLOGY IN A PD IN EXCHANGE FOR THE REMOVAL OF THREE (3) EXISTING 14' X48' BILLBOARDS. THE NEW STRUCTURE BILLBOARD SHALL BE PERMITTED TO BE CONSTRUCTED UPON THE REMOVAL OF EXISTING BILLBOARDS #1 AND #2. THE NEW BILLBOARD SHALL BE LOCATED ON LEE ROAD. BILLBOARD #3 SHALL BE REMOVED WITHIN TWO (3) YEARS OF APPROVAL OF THIS PD.
- B. A WAIVER IS GRANTED FROM SECTION 31.5-126(K)(1) TO ALLOW A BILLBOARD WITH A ZERO FOOT R-O-W SETBACK IN LIEU OF THE REQUIRED 15' FRONT PROPERTY LINE SETBACK.
- C. A WAIVER IS GRANTED FROM SECTION 31.5-126 (H) TO ALLOW 672 (14' X 48') SQUARE FOOT ALLOWABLE COPY AREA IN LIEU OF THE MAXIMUM 400 SQUARE FEET.
- D. A WAIVER IS GRANTED FROM SECTION 31.5-5 TO ALLOW THE BILLBOARD TO ADVERTISE RAVAUDAGE PROJECT DEVELOPMENT ADVERTISEMENTS AND MARKETING MATERIAL ON BILLBOARD #3 UNTIL IT IS REMOVED.

15. SECTION 4 OF THE ANNEXATION AGREEMENT ATTACHED HERETO AS EXHIBIT C SHALL GOVERN.

- A. THE INTERNAL STREET NETWORK SHALL CONSIST OF A STREET GRID SYSTEM THAT IS FLEXIBLE TO ACCOMMODATE AND SUPPORT A VARIETY OF URBAN LAND USES. THE GRID SYSTEM SHALL EMPHASIZE PEDESTRIAN USES AND ACTIVITIES, HUMAN-SCALE STREETS AND BUILDING FACADES.
- B. THE STREET GRID SYSTEM SHALL CONSIST (AT A MINIMUM) OF: TWO (2) NORTH-SOUTH CORRIDORS TO BE LOCATED FROM LEE ROAD TO MONROE AVENUE. BENNETT AVENUE IS TO REMAIN WITH AN ADDITIONAL STREET PARALLEL TO BENNETT AVENUE AND ORLANDO AVENUE AND TWO (2) EAST-WEST CORRIDORS CONNECTING ORLANDO AVENUE AND BENNETT AVENUE. ALL INTERNAL STREETS MAY BE RELOCATED AND RECONFIGURED.
- C. THE PROPOSED LAND USES ARE INTERCHANGEABLE ON ANY BLOCK DUE TO THE UNDERLYING URBAN DEVELOPMENT FRAMEWORK AND GRID SYSTEM.
- D. BENNETT AVENUE SHALL REMAIN A NORTH-SOUTH MAJOR MOBILITY CORRIDOR FROM LEE ROAD TO ITS TERMINUS AT MONROE AVENUE. BENNETT AVENUE MAY BE REALIGNED TO CREATE A FULL ACCESS MEDIAN CUT WITH EXECUTIVE DRIVE.

16. COORDINATION WTH (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX HAS LISTED AS A PRIORITY IN ITS 2010 TRANSIT DEVELOPMENT PLAN A TRANSFER STATION IN THIS GENERAL LOCATION. (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX ROUTES 1, 9, 14, 102 AND 443 ALL CURRENTLY COMPLETE TRANSFERS AT WEBSTER AVENUE AND DENNING DRIVE ON SURFACE STREETS. THEREFORE, (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX HAS EXPRESSED A DESIRE FOR A

DEDICATED SUPER STOP OR TRANSFER FACILITY WITH EASY INGRESS AND EGRESS FOR (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX BUSES WITHIN THE PROJECT SITE. IN ADDITION, (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX IS CURRENTLY CONSIDERING PREMIUM TRANSIT SERVICE (BRT AND/OR EXPRESS BUS SERVICE) ALONG U.S.17/92 (ORLANDO AVENUE). THEREFORE, COORDINATION PRIOR TO APPROVAL OF THE MASTER TRANSPORTATION PLAN AND (PRELIMINARY SUBDIVISION PLAN) PSP OR (DEVELOPMENT PLAN) DP IS REQUIRED TO PROVIDE FOR THE NEEDED SUPER STOP OR TRANSFER STATION AND PEDESTRIAN CONNECTIVITY.

- A. COORDINATION WITH THE MASTER DEVELOPER IS ENCOURAGED TO PROVIDE A BUS TRANSFER STATION STOP WITH PEDESTRIAN ACTIVITY AT SUCH TIME THAT A SUNRAIL STATION IS CONSIDERED AS PART OF THE OVERALL DEVELOPMENT PLAN.
- B. THE DEVELOPER HAS AGREED TO PROVIDE A BIKE SHARE LOCATION ON THE RAVAUDAGE SITE BY THE COMPLETION OF THE DEVELOPMENT'S SECOND RESIDENTIAL PROJECT.

17. THE SELLING OF ANY PARCEL OF LAND SHALL CARRY THE REQUIREMENT THAT ANY AND ALL REQUIRED IMPROVEMENTS AND ASSOCIATED MITIGATION AS IDENTIFIED FROM THE STUDIES DEFINED IN CONDITION 15 SHALL BE CARRIED FORWARD AS MITIGATION IN PROPORTION TO THE PARCEL(S) IMPACTS AS A PERCENTAGE OF THE TOTAL SITE IMPACTS IDENTIFIED IN THE STUDIES. THE SPECIFIC METHODOLOGY AND PROCEDURE TO CALCULATE THE PERCENTAGE OF PROPORTIONAL IMPACTS SHALL BE DEVELOPED AND AGREED UPON BY ALL PARTIES AS PART OF THE STUDIES CONDUCTED AS THE REQUIREMENTS OF CONDITION 15.

18. THE FOLLOWING EDUCATION CONDITION OF APPROVAL SHALL APPLY:

- C. DEVELOPER SHALL COMPLY WITH ALL PROVISIONS OF THE CAPACITY ENHANCEMENT AGREEMENT ENTERED INTO WITH THE ORANGE COUNTY SCHOOL BOARD AS OF 1/25/2011.
- D. UPON THE COUNTY'S RECEIPT OF WRITTEN NOTICE FROM (ORANGE COUNTY PUBLIC SCHOOLS) OCPS THAT THE DEVELOPER IS IN DEFAULT OR BREACH OF THE CAPACITY ENHANCEMENT AGREEMENT, THE COUNTY SHALL IMMEDIATELY CEASE ISSUING BUILDING PERMITS FOR ANY RESIDENTIAL UNITS IN EXCESS OF THE 204 RESIDENTIAL UNITS ALLOWED PRIOR TO THE ZONING APPROVAL. THE COUNTY SHALL AGAIN BEGIN ISSUING BUILDING PERMITS UPON (ORANGE COUNTY PUBLIC SCHOOLS) OCPS'S WRITTEN NOTICE TO THE COUNTY THAT THE DEVELOPER IS NO LONGER IN BREACH OR DEFAULT OF THE CAPACITY ENHANCEMENT AGREEMENT. THE DEVELOPER AND ITS SUCCESSOR(S) AND/OR ASSIGN(S) UNDER THE CAPACITY ENHANCEMENT AGREEMENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY THIRD PARTY CLAIMS, SUITS, OR ACTIONS ARISING AS A RESULT OF THE ACT OF CEASING THE COUNTY'S ISSUANCE OF RESIDENTIAL BUILDING PERMITS.
- E. DEVELOPER, OR ITS SUCCESSOR(S) AND/OR ASSIGN(S) UNDER THE CAPACITY ENHANCEMENT AGREEMENT, AGREES THAT IT SHALL NOT CLAIM IN ANY FUTURE LITIGATION THAT THE COUNTY'S ENFORCEMENT OF ANY OF THESE CONDITIONS ARE ILLEGAL, IMPROPER, UNCONSTITUTIONAL, OR A VIOLATION OF DEVELOPER'S RIGHTS.

- F. ORANGE COUNTY SHALL BE HELD HARMLESS BY THE DEVELOPER AND ITS SUCCESSOR(S) AND/OR ASSIGN(S) UNDER THE CAPACITY ENHANCEMENT AGREEMENT, IN ANY DISPUTE BETWEEN THE DEVELOPER AND (ORANGE COUNTY PUBLIC SCHOOLS) OCPS OVER ANY INTERPRETATION OR PROVISION OF THE CAPACITY ENHANCEMENT AGREEMENT. AT THE TIME OF (DEVELOPMENT PLAN/PRELIMINARY SUBDIVISION PLAN) DP/PSP, DOCUMENTATION SHALL BE PROVIDED FROM (ORANGE COUNTY PUBLIC SCHOOLS) OCPS THAT THIS PROJECT IS IN COMPLIANCE WITH THE CAPACITY ENHANCEMENT AGREEMENT.

19. THE FOLLOWING CONDITIONS OF APPROVAL WERE COORDINATED WITH ADJACENT JURISDICTIONS:

- A. SEE EXHIBIT C FOR MODIFICATIONS REGARDING TRAFFIC FACILITIES. WHEN THE PROJECT REACHES OR EXCEEDS 151,000 SQUARE FEET, THE DEVELOPER SHALL AT THEIR EXPENSE, COMPLETE A TRAFFIC SIGNAL WARRANT STUDY WITHIN SIX MONTHS OF ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR SAID BUILDINGS AND SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL FOR THE FIRST TRAFFIC LIGHT. IF THE PROPOSED TRAFFIC SIGNAL MEETS THE WARRANTS AND IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE DEVELOPER SHALL, AT THEIR EXPENSE, INSTALL THE FIRST TRAFFIC LIGHT SUBJECT TO THE (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS, IF THE TRAFFIC VOLUMES OR OTHER CONDITIONS DO NOT WARRANT THE FIRST TRAFFIC LIGHT AND IT IS NOT APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE PROJECT MAY CONTINUE TO PROCEED WITH ADDITIONAL EXPANSIONS BUT THE TRAFFIC SIGNAL WARRANT STUDY SHALL BE UPDATED ANNUALLY, AT DEVELOPER EXPENSE AND DEVELOPER SHALL SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL. AT THE TIME THEN WHEN THE FIRST TRAFFIC SIGNAL IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THE DEVELOPER SHALL THEN, AT THEIR EXPENSE, INSTALL THE FIRST TRAFFIC LIGHT SUBJECT TO (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS. WHEN THE PROJECT REACHES OR EXCEEDS 490,000 SQUARE FEET, THE DEVELOPER SHALL AT THEIR EXPENSE, COMPLETE A TRAFFIC SIGNAL WARRANT STUDY WITHIN SIX MONTHS OF ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR SAID BUILDINGS AND SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL FOR THE SECOND TRAFFIC LIGHT. IF THE SECOND PROPOSED TRAFFIC SIGNAL MEETS THE WARRANTS AND IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE DEVELOPER SHALL, AT THEIR EXPENSE, INSTALL THE SECOND TRAFFIC LIGHT SUBJECT TO THE (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS. IF THE TRAFFIC VOLUMES OR OTHER CONDITIONS DO NOT WARRANT THE SECOND TRAFFIC LIGHT AND IT IS NOT APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE PROJECT MAY CONTINUE TO PROCEED WITH ADDITIONAL EXPANSIONS BUT THE TRAFFIC SIGNAL WARRANT STUDY SHALL BE UPDATED ANNUALLY FOR AT LEAST THREE CONSECUTIVE YEARS THEREAFTER, AT DEVELOPER EXPENSE AND DEVELOPER SHALL SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL FOR THE SECOND TRAFFIC LIGHT. AT THE TIME THE SECOND TRAFFIC SIGNAL IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THE DEVELOPER SHALL, AT THEIR EXPENSE INSTALL THE SECOND TRAFFIC LIGHT SUBJECT TO (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS. FOR BOTH TRAFFIC LIGHTS, THE DEVELOPER, AT THEIR SOLE COST, SHALL BE RESPONSIBLE FOR THE INSTALLATION OF AN ENHANCED MAST ARM

SIGNALIZED INTERCONNECTED INTERSECTION, AS WELL AS THE LANEAGE IMPROVEMENTS NECESSARY.

- B. FOR SITE ACCESS PURPOSES, ~~AT THE PROPOSED INTERSECTION OF SOLANA AVENUE GLENDON PARKWAY AND US 17-92 THE WESTERN EXTENSION OF SOLANA AVENUE INTO THE PROJECT~~ MUST NOT DEAD END INTO A COMMERCIAL, RESIDENTIAL OR OFFICE DEVELOPMENT, AND MUST CONNECT, TO AN INTERNAL ROADWAY WHICH CONNECTS TO EITHER BENNETT AVENUE, MONROE AVENUE OR LEE ROAD. AT THE TIME OF THE TRAFFIC SIGNAL INSTALLATION AT ~~SOLANA AVENUE GLENDON PARKWAY~~, THE DEVELOPER SHALL PAY FOR THE COST OF THE CLOSURE OF PERTINENT MEDIANS ON US 17-92, AS DETERMINED BY (FLORIDA DEPARTMENT OF TRANSPORTATION) FDOT.
- C. FOR SITE ACCESS PURPOSES AT THE PROPOSED INTERSECTION OF BENNETT AVENUE AND LEE ROAD REALIGNED WITH EXECUTIVE DRIVE, THE NORTHERN LEG OF THIS INTERSECTION MUST BE REALIGNED TO CONNECT AND ALIGN STRAIGHT WITH EXECUTIVE DRIVE OR, IN THE ALTERNATIVE, EXECUTIVE DRIVE MUST BE REALIGNED TO CONNECT AND ALIGN STRAIGHT WITH BENNETT DRIVE ("ROAD REALIGNMENT"). ONE OF THE PURPOSES OF THE ROAD RELIGNMENT IS TO FACILITATE A FOUR LEG SIGNALIZED INTERSECTION AT THE REALIGNED BENNETT DRIVE/EXECUTIVE DRIVE INTERSECTION WITH LEE ROAD. THE DEVELOPER SHALL CAUSE THE DESIGN, PERMITTING AND CONSTRUCTION OF THE ROAD REALIGNMENT AND CONVEYANCE TO THE CITY OF RIGHT-OF-WAY PROPERTY NEEDED FOR THE SAME TO OCCUR ON OR BEFORE AUGUST 30, 2019, UNLESS AN EXTENSION IS GRANTED BY THE CITY COMMISSION FOR GOOD CAUSE SHOWN. THE REALIGNED ROADWAY INTO THE PROJECT MUST NOT DEAD END INTO A COMMERCIAL, RESIDENTIAL OR OFFICE DEVELOPMENT, AND MUST CONNECT, TO AN INTERNAL ROADWAY WHICH CONNECTS TO MONROE AVENUE OR US 17-92.

ON OR BEFORE EARLIER OF DECEMBER 31, 2018, OR COMMENCEMENT OF PERMITTING AND CONSTRUCTION OF THE ROAD REALIGNMENT, THE DEVELOPER SHALL ENTER INTO A ROAD CONSTRUCTION AGREEMENT WITH THE CITY OF WINTER PARK IN A FORM ACCEPTABLE TO THE CITY SETTING FORTH THE TERMS AND CONDITIONS FOR THE DESIGN, PERMITTING, CONSTRUCTION AND COMPLETION OF THE ROAD REALIGNMENT AND RELATED UTILITY RELOCATIONS.

THE DEVELOPER SHALL CAUSE, AT DEVELOPER'S EXPENSE AND AT NO CHARGE TO THE CITY, TO BE CONVEYED TO THE CITY OF WINTER PARK IN FEE SIMPLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT FOR MATTERS ACCEPTABLE TO THE CITY, RIGHT-OF-WAY LANDS NEEDED FOR THE ROAD REALIGNMENT IN ORDER TO CONNECT BENNETT DRIVE WITH EXECUTIVE DRIVE ACROSS AND SOUTH OF LEE ROAD. THE REALIGNED PORTION OF BENNETT DRIVE AND/OR EXECUTIVE DRIVE RIGHT-OF-WAY TO BE DETERMINED AT THE TIME OF DESIGN APPROVAL BY THE CITY OF WINTER PARK. THE CITY IS NOT OBLIGATED TO VACATE AND ABANDON ANY PORTION OF THE EXISTING BENNETT DRIVE AND EXECUTIVE DRIVE RIGHTS-OF-WAY AS THE RESULT OF THE ROAD REALIGNMENT.

THE DEVELOPER'S FAILURE TO MEET DEADLINES REQUIRED UNDER THIS SECTION MAY RESULT IN A HOLD ON PROCESSING AND APPROVAL OF ADDITIONAL DEVELOPMENT ORDERS AND PERMITS FOR THE RAVAUDAGE PROJECT.

- D. THE DEVELOPER MUST CLOSE THE 11 EXISTING PRIVATE PROPERTY CURB CUTS / DRIVEWAYS ON US 17-92 OR TRAFFIC SIGNAL WARRANT STUDY MUST ASSUME SUCH CLOSURE.
- E. A 100-FOOT SETBACK SHALL BE MAINTAINED FOR DEVELOPMENT GREATER THAN 1 STORY ADJACENT TO ANY SINGLE-FAMILY DWELLING DISTRICT AND USES ALONG RAVAUDAGE BOUNDARY WITH THE CITY OF MAITLAND. A BUFFER OF 25 FEET FOR PAVED PARKING AREAS ADJACENT TO A SINGLE-FAMILY DWELLING DISTRICT SHALL NOT BE REDUCED AND THE PERIMETER FOR THE PD BE MAINTAINED AT A MINIMUM OF 25 FEET. AT SUCH TIME AS BENJAMIN PARTNERS LTD OBTAINS OWNERSHIP OF THE SINGLE-FAMILY PARCELS SOUTH OF MONROE AVENUE THAT ARE CURRENTLY UTILIZED FOR SINGLE-FAMILY PURPOSES AND INCLUDES THOSE PARCELS INTO THE DEVELOPMENT PLAN FOR RAVAUDAGE, THE STATUS OF THESE PARCELS WILL NOT REQUIRE THE SAME LEVEL OF BUFFERING AS THE COUNTY'S EXISTING REGULATIONS PROVIDE. AT THAT JUNCTURE, MAITLAND WILL PROCESS A MODIFICATION OF ITS SUGGESTED BUFFERING REQUIREMENTS WITH THE INTENT TO CHANGE THEM TO BE CONSISTENT WITH THE APPROVALS GRANTED HEREIN. FOR THOSE PROPERTIES LOCATED EAST OF BENNETT AVENUE, ADJACENT TO THE RESIDENTIAL PROPERTY WITHIN THE CITY OF WINTER PARK, A BUILDING SETBACK OF ~~75~~ 15 FEET IS TO BE PROVIDED FROM THE ~~WEST~~ EASTERN RIGHT-OF-WAY LINE OF BENNETT AVENUE.
20. ANY PETITION TO VACATE SHALL HAVE A CONDITION THAT WILL IDENTIFY THAT THE APPLICANT MAY PROVIDE A RIGHT-OF-WAY STRIP FOR LEE ROAD AND/OR ORLANDO AVENUE TO THE COUNTY OR (FLORIDA DEPARTMENT OF TRANSPORTATION) FDOT AT NO COST UPON REQUEST BY THE COUNTY OR (FLORIDA DEPARTMENT OF TRANSPORTATION) FDOT. A RIGHT-OF-WAY AGREEMENT MAY BE REQUIRED AS PART OF ANY FUTURE DEVELOPMENT PLAN OR PRELIMINARY SUBDIVISION PLAN.
21. INTERNAL TRAFFIC LANES ~~ON SHEET C-3 (OF THE LAND USE PLAN)~~ SHALL BE 12 (TWELVE) FEET IN WIDTH WITH ON STREET PARKING AND THE PARKING LANES SHALL BE 8 ½ (EIGHT AND ONE-HALF) FEET IN WIDTH, OR AS APPROVED BY THE CITY OF WINTER PARK PUBLIC WORKS DEPARTMENT.
22. USE OF THE EQUIVALENCY MATRIX (SHOWN BELOW) THAT CHANGES ANY USE BY 10% OR GREATER (INDIVIDUALLY OR IN THE AGGREGATE) SHALL BE DEEMED A SUBSTANTIAL CHANGE TO THE PD. EQUIVALENCY MATRIX IS SHOWN BELOW. NOTE: PROJECT HAS UTILIZED THE 10 % USE INCREASE FOR RESIDENTIAL UNITS.

RAVAUDAGE PD
Equivalency Matrix

Change From:		Change to Land Use:				ITE Land Use	
Land Use	Size	Apartment	Hotel	General Office	Commercial	Trip Rate (1)	Code
Apartment	1 DU		0.837 Room	0.485 SF	0.136 SF	0.59 Trips/DU	220
Hotel	1 Room	1.195 DU		0.579 SF	0.162 SF	0.70 Trips/Room	310
Office	1,000 SF	2.061 DU	1.726 Room		0.280 SF	1.21 Trips/1,000 SF	710
Commercial	1,000 SF	7.372 DU	6.171 Room	3.576 SF		4.32 Trips/1,000 SF	820

(1) Conversion factors based on PM Peak Hour Peak Direction Trip Generation Rates from ITE 8th Edition Trip Generation Report, 2008.

Example: To convert 10,000 SF of Office space to equivalent Apartment, Hotel or Commercial:

To Apartment: $(10,000 / 1,000) \times 2.061 = 20.61$ DU. Use 21

To Hotel: $(10,000 / 1,000) \times 1.726 = 17.26$ Rooms. Use 17

To Shopping Center: $(10,000 / 1,000) \times 0.280 = 2.796$ KSF. Use 2,800 SF

To check if equivalent Land Use is the same:

10,000 SF Office = $(10,000 / 1,000) \times 1.21 = 12.08$ PM Peak Hour Trips. Use 12

Apartment: $21 \times 0.59 = 12.31$ PM Peak Hour Trips. Use 12

Hotel: $17 \times 0.70 = 11.90$ PM Peak Hour Trips. Use 12

Shopping Center: $(2,800 / 1,000) \times 4.32 = 12.10$ PM Peak Hour Trips. Use 12

RAVAUDAGE PD

Estimated Trip Generation for Representative Land Use (1)

Land Use	Size		ITE Land Use Code (2)	Trip Generation Rates			
				Daily	PM Peak Hour		
					Total	Enter	Exit
Apartment	489	DU	220/E	6.31	0.59	0.38	0.21
Hotel	320	Room	310/R	8.92	0.70	0.34	0.36
General Office	891,000	SF	710/E	8.07	1.21	0.21	1.00
Commercial	323,100	SF	820/E	45.05	4.32	2.12	2.20

(1) Trip Generation Rates from 8th Edition of ITE Trip Generation Report, 2008.

(2) E = Fitted Curve Equation, or R = Average Trip Rate

Note: Trip Generation rates in bold face used for calculating Equivalency matrix.

Luke Transportation Engineering Consultants, 2010

October 25, 2010

23. THE DEVELOPER WILL CONTRIBUTE A PROPORTIONATE SHARE OF THE COSTS FOR INTERSECTION TRAFFIC SIGNALIZATION TECHNOLOGY UPGRADES THROUGH THE PHASING OF THE PROJECT. THESE UPGRADES WILL APPLY TO SIGNIFICANTLY AFFECTED INTERSECTIONS BASED ON A MUTUAL DETERMINATION BY THE DEVELOPER'S TRAFFIC ENGINEER AND THE CITY'S TRANSPORTATION TRAFFIC ENGINEER AND A MAXIMUM WILL BE DETERMINED.

[SIGNATURE PAGES OF AMENDED AND RESTATED DEVELOPMENT ORDER NOT SHOWN]

EXHIBIT "A"

WINTER PARK AMENDED DEVELOPMENT ORDER LEGAL DESCRIPTION:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PART OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH $01^{\circ}40'06''$ W 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE CENTERLINE OF BENNETT AVENUE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE $S01^{\circ}40'06''$ W ALONG THE CENTERLINE OF AFORESAID BENNETT AVENUE A DISTANCE OF 100.96 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF BENNETT AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK "O", HOME ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN $N90^{\circ}00'00''$ E A DISTANCE OF 143.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE $N00^{\circ}22'31''$ E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 12.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK "O", OF SAID HOME ACRES; THENCE $N90^{\circ}00'00''$ E ALONG THE NORTH LINE OF SAID LOT 14, THE NORTH LINE OF LOT 6, BLOCK "P", AND THE NORTH LINE OF LOT 11, BLOCK "P", SAID HOME ACRES, A DISTANCE OF 431.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK "P", SAID POINT LYING ON THE WEST LINE OF LEWIS DRIVE; THENCE $S00^{\circ}05'24''$ W ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF LEWIS DRIVE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10, BLOCK "K", SAID HOME ACRES, THENCE, THENCE $N90^{\circ}00'00''$ E ALONG SAID WESTERLY EXTENSION A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK "K", SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID LEWIS DRIVE; THENCE $S00^{\circ}05'24''$ W ALONG THE EAST RIGHT OF WAY LINE OF LEWIS DRIVE A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK K; THENCE $N90^{\circ}00'00''$ E ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK K; THENCE $S00^{\circ}05'24''$ W ALONG THE WEST LINE OF SAID LOT 15 A DISTANCE OF 50.00 FEET; THENCE $N90^{\circ}00'00''$ E ALONG THE SOUTH LINE OF SAID LOT 15 AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 182.50 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE; THENCE $S00^{\circ}05'24''$ W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF GLENDON PARKWAY AS IT NOW EXISTS; THENCE $N90^{\circ}00'00''$ E ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 187.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE (STATE ROAD 15 & 600); SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 5676.65 FEET, A CENTRAL ANGLE OF $02^{\circ}43'16''$ AND A CHORD THAT BEARS $S01^{\circ}16'50''$ E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 269.61 FEET TO THE POINT OF TANGENCY; THENCE RUN $S00^{\circ}04'48''$ W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 803.10 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD; (STATE ROAD NO. 438); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: $S67^{\circ}42'20''$ W, 36.68 FEET; $S89^{\circ}45'12''$ W, 124.55 FEET; $S81^{\circ}01'12''$ W, 34.71 FEET; $N00^{\circ}04'22''$ W, 11.27 FEET; $S89^{\circ}45'12''$ W, 385.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE $N00^{\circ}04'22''$ W ALONG SAID RIGHT OF WAY OF LEWIS DRIVE A DISTANCE OF 213.88 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK C, HOME ACRES; THENCE $S90^{\circ}00'00''$ W ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE $S00^{\circ}04'22''$ E ALONG THE EAST LINE OF SAID LOT 7, BLOCK C, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE $S90^{\circ}00'00''$ W ALONG THE NORTH LINE OF LOT 19, BLOCK C, A DISTANCE OF 132.50 FEET TO THE EAST RIGHT OF WAY LINE OF LOREN AVENUE; THENCE $S00^{\circ}04'22''$ E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 165.02 FEET TO A POINT ON AFORESAID LEE ROAD; THENCE $S89^{\circ}45'12''$ W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID LOREN AVENUE; THENCE $N00^{\circ}04'22''$ W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.23 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK D, HOME ACRES; THENCE $S90^{\circ}00'00''$ W ALONG THE NORTH LINE OF LOT 5, BLOCK D, A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE $S00^{\circ}04'22''$ E ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 115.45 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF LEE ROAD; THENCE $S89^{\circ}45'12''$ W, 257.52 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF LEE ROAD AND THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1,434 FEET MORE OR LESS; TO THE NORTHEAST CORNER OF PARK GREEN; ACCORDING TO THE PLAT

THEREOF, RECORDED IN PLAT BOOK 10, PAGE 90, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°58'47"W A DISTANCE OF 491.91 FEET; THENCE N00°07'54"E A DISTANCE OF 186.84 FEET; THENCE S89°56'22"E A DISTANCE OF 191.75 FEET; THENCE N00°07'54"E A DISTANCE OF 320.55 FEET; THENCE N89°53'51"E A DISTANCE OF 49.46 FEET; THENCE N00°12'06"E A DISTANCE OF 103.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID MONROE AVENUE; THENCE N90°00'00"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 295.57 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

LOT 15, BLOCK "B, HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 10, 11 AND 17, BLOCK "F", AND VACATED RIGHT OF WAY NORTH OF LOTS 10 AND 11, AND EAST OF LOT 11; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 1, BLOCK "H", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 11, 12 AND 16, BLOCK "L", AND VACATED RIGHT OF WAY EAST OF LOT 16, BLOCK "L"; AND THE NORTH 1/2 OF LOT 13, BLOCK "L", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 14, THE NORTH 25 FEET OF LOT 4, THE SOUTH 37.5 FEET OF LOT 5, AND THE SOUTH 16.67 FEET OF LOT 13, BLOCK "P"; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 (LEE ROAD), AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 75190-2502, SHEET 34 OF 42; THENCE RUN N.00°04'22"W. ALONG SAID WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, A DISTANCE OF 21.00 FEET FOR A POINT OF BEGINNING; THENCE RUN N.00°04'22"W. DISTANCE OF 143.39 FEET; THENCE RUN N.89°45'12"E. A DISTANCE OF 137.00 FEET; THENCE S.00°04'22"E. A DISTANCE OF 143.39 FEET; THENCE RUN S.89°45'12"W. A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

A PORTION OF BLOCK "A", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 15 & 600, (ORLANDO AVENUE) PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION NO. 75030-2205 & 75030-2502, WITH THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE, ACCORDING TO THE AFOREMENTIONED PLAT, THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 6.00 FEET; THENCE RUN S00°04'04"W ALONG A LINE LYING 6.00 FEET WEST OF (BY PERPENDICULAR MEASUREMENT) AND PARALLEL WITH AFORESAID WEST RIGHT OF WAY LINE OF STATE ROAD NO. 15 AND 600, A DISTANCE OF 92.96 FEET; THENCE RUN N89°55'56"W A DISTANCE OF 15.58 FEET FOR A POINT OF BEGINNING; THENCE RUN S00°04'04"W A DISTANCE OF 178.00 FEET; THENCE N89°55'56"W A DISTANCE OF

78.09 FEET; THENCE N00°04'04"E A DISTANCE OF 178.00 FEET; THENCE S89°55'56"E A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING.

ADDED LAND AREA – PER ORDINANCE NO: 2957-14

970 LOREN AVENUE
1000 LOREN AVENUE
1008 LOREN AVENUE
1306 LOREN AVENUE
1141 LOREN AVENUE
1313 LOREN AVENUE

ADDED LAND AREA – PER ORDINANCE NO: 3022-15

1531 LEE ROAD
1325 LEWIS DRIVE

ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINS 46.7 ACRES MORE OR LESS.

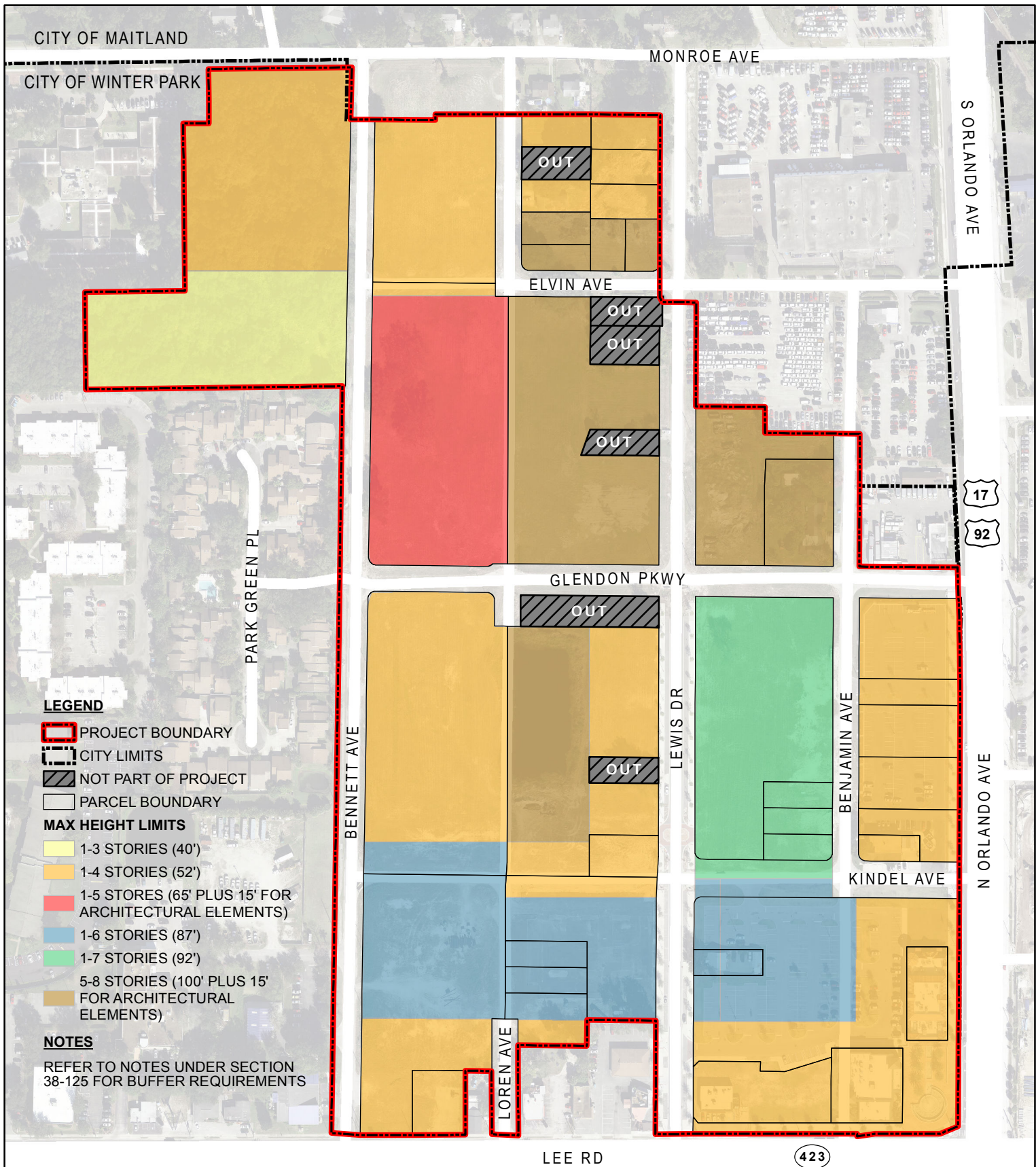
EXHIBIT “B”

~~{LAND USE PLAN INCLUDING A REVISED EXHIBIT C-5 URBAN FORM PROPOSED BUILDING
HEIGHT ZONES}~~

RAVAUDAGE LAND USE PLAN

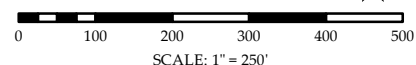
SEE ATTACHED MAP SERIES

NOTE: IN CASES OF CONFLICT BETWEEN THE FOLLOWING LAND USE PLAN MAP SERIES AND
THE DEVELOPMENT ORDER, THE TEXT OF THE AMENDED AND RESTATED DEVELOPMENT
ORDER SHALL PREVAIL



RAVAUDAGE LAND USE PLAN WINTER PARK, FLORIDA

**SHEET A-2 / JUNE 2017
MAXIMUM HEIGHT ZONES**



CITY OF MAITLAND

CITY OF WINTER PARK

MONROE AVE

S ORLANDO AVE

ELVIN AVE

GLENDON PKWY

PARK GREEN PL

BENNETT AVE

LEWIS DR

BENJAMIN AVE

N ORLANDO AVE







KINDEL AVE

LOREN AVE

LEE RD

423

LEGEND

-  PROJECT BOUNDARY
-  CITY LIMITS
-  NOT PART OF PROJECT
-  PARCEL BOUNDARY
-  POTENTIALLY VACATED R.O.W.
-  VACATED R.O.W.

NOTES

ANY AND ALL FUTURE ROAD RIGHT-OF-WAY PETITIONS TO BE FILED WITH CITY OF WINTER PARK PUBLIC WORKS. NO PARCEL SHALL BE LEFT LAND-LOCKED.



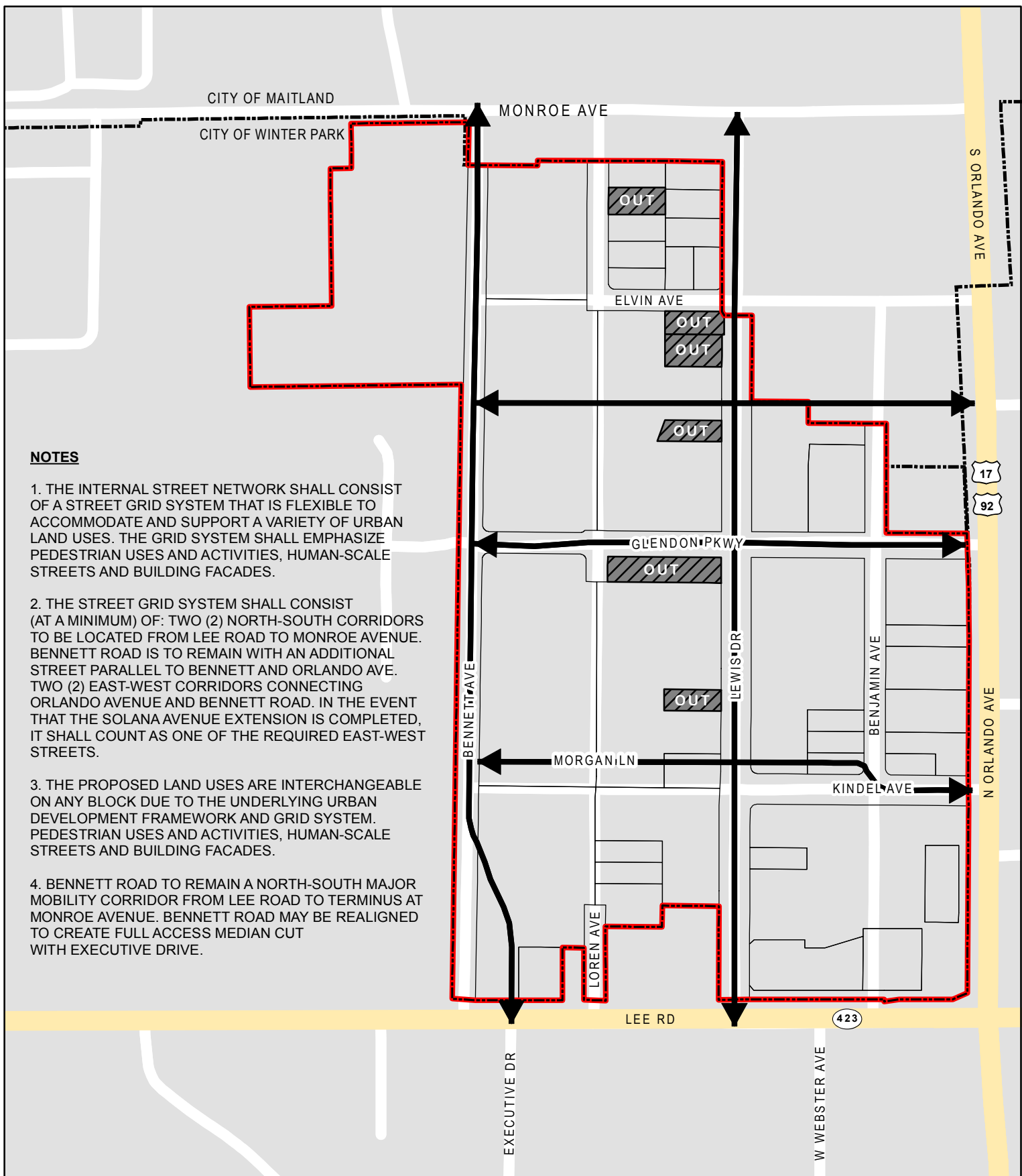
RAVAUDAGE LAND USE PLAN WINTER PARK, FLORIDA

Agenda Packet Page 55

SHEET A-3 / JUNE 2017
RIGHT-OF-WAY ANALYSIS



0 100 200 300 400 500
SCALE: 1" = 250'



NOTES

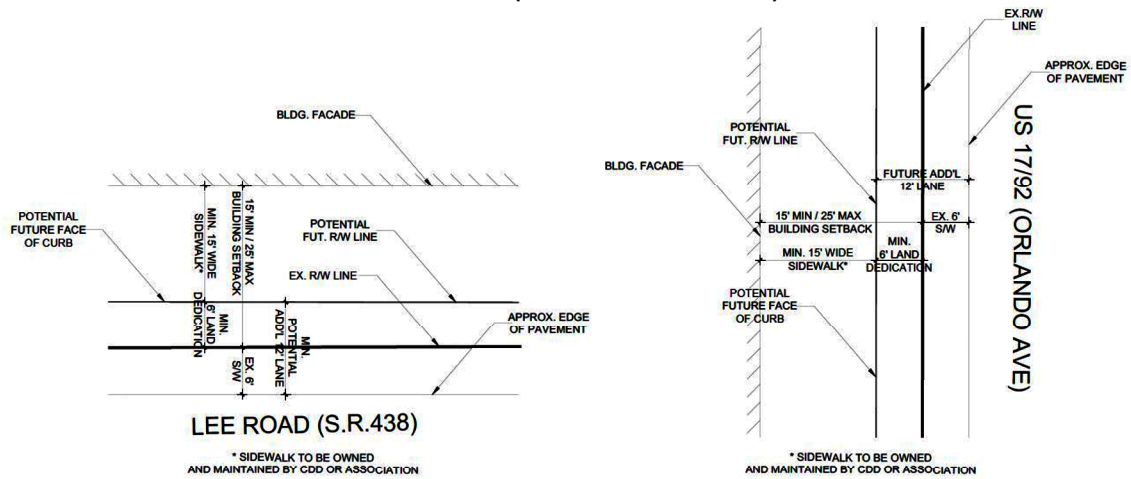
1. THE INTERNAL STREET NETWORK SHALL CONSIST OF A STREET GRID SYSTEM THAT IS FLEXIBLE TO ACCOMMODATE AND SUPPORT A VARIETY OF URBAN LAND USES. THE GRID SYSTEM SHALL EMPHASIZE PEDESTRIAN USES AND ACTIVITIES, HUMAN-SCALE STREETS AND BUILDING FACADES.
2. THE STREET GRID SYSTEM SHALL CONSIST (AT A MINIMUM) OF: TWO (2) NORTH-SOUTH CORRIDORS TO BE LOCATED FROM LEE ROAD TO MONROE AVENUE. BENNETT ROAD IS TO REMAIN WITH AN ADDITIONAL STREET PARALLEL TO BENNETT AND ORLANDO AVE. TWO (2) EAST-WEST CORRIDORS CONNECTING ORLANDO AVENUE AND BENNETT ROAD. IN THE EVENT THAT THE SOLANA AVENUE EXTENSION IS COMPLETED, IT SHALL COUNT AS ONE OF THE REQUIRED EAST-WEST STREETS.
3. THE PROPOSED LAND USES ARE INTERCHANGEABLE ON ANY BLOCK DUE TO THE UNDERLYING URBAN DEVELOPMENT FRAMEWORK AND GRID SYSTEM. PEDESTRIAN USES AND ACTIVITIES, HUMAN-SCALE STREETS AND BUILDING FACADES.
4. BENNETT ROAD TO REMAIN A NORTH-SOUTH MAJOR MOBILITY CORRIDOR FROM LEE ROAD TO TERMINUS AT MONROE AVENUE. BENNETT ROAD MAY BE REALIGNED TO CREATE FULL ACCESS MEDIAN CUT WITH EXECUTIVE DRIVE.



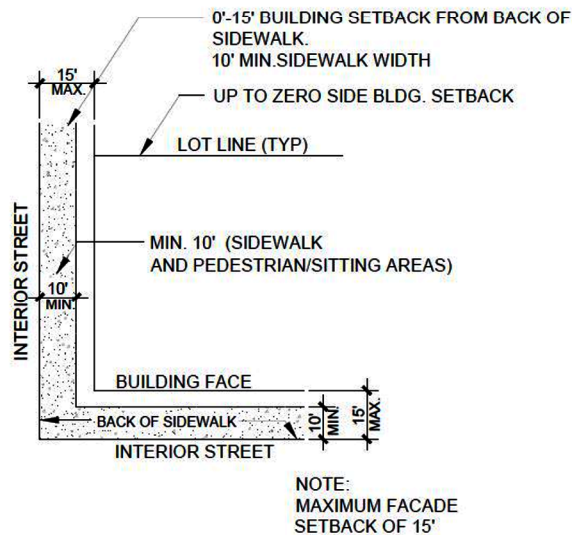
RAVAUDAGE LAND USE PLAN WINTER PARK, FLORIDA



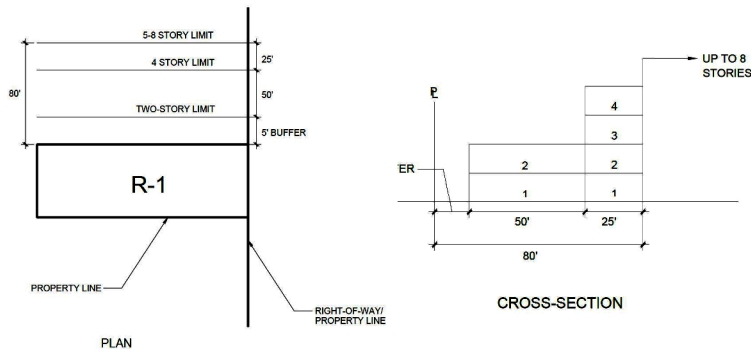
BUILDING SETBACKS FROM LEE ROAD AND U.S. 17/92 (ORLANDO AVENUE)



INTERIOR STREET SETBACKS



BUILDING SETBACKS ABUTTING SINGLE FAMILY RESIDENTIAL LOT NOT PART OF THE RAVAUDAGE PD



RAVAUDAGE LAND USE PLAN WINTER PARK, FLORIDA

SHEET A-5 / JUNE 2017
BUILDING SETBACKS



0 100 200 300 400 500
SCALE: 1" = 250'

EXHIBIT "C"
[Section 4 of the Annexation Agreement]

Section 4. Development Conditions Regarding Traffic Facilities.

- a. Project development shall require new traffic lights onto US 17-92 and Lee Road. It shall be at the option of the Developer or a Community Development District ("CDD") which may be formed, which traffic light to construct first. When the project reaches or exceeds 151,000 square feet, the Developer or CDD shall at their expense, complete a traffic signal warrant study within six months of issuance of certificates of occupancy for said buildings and seek Florida DOT approval for the first traffic light. If the proposed traffic signal meets the warrants and is approved by Florida DOT, then the, Developer or CDD shall, at their expense, install the first traffic light subject to the DOT permit and conditions. If the traffic volumes or other conditions do not warrant the first traffic light and it is not approved by Florida DOT, then the Project may continue to proceed with additional expansions but the traffic signal warrant study shall be updated annually, at Developer or CDD's expense, and Developer or CDD shall seek Florida DOT approval. At the time then when the first traffic signal is approved by Florida DOT, the Developer or CDD shall then, at their expense, install the first traffic light subject to DOT permit and conditions. When the Project reaches or exceeds 490,000 square feet, the Developer or CDD shall at their expense, complete a traffic signal warrant study within six months of issuance of certificates of occupancy for said

buildings and seek Florida DOT approval for the second traffic light. If the second proposed traffic signal meets the warrants and is approved by Florida DOT, then the Developer or CDD shall, at their expense, install the second traffic light subject to the DOT permit and conditions. If the traffic volumes or other conditions do not warrant the second traffic light and it is not approved by Florida DOT, then the Project may continue to proceed with additional expansions but the traffic signal warrant study shall be updated annually for at least three consecutive years thereafter, at Developer's or CDD's expense and Developer or CDD shall seek Florida DOT approval for the second traffic light. At the time the second traffic signal is approved by Florida DOT, the Owners, Developer, or CDD shall, at their expense, install the second traffic light subject to DOT permit and conditions. For both traffic lights, the Developer or CDD, at their sole cost, shall be responsible for the installation of an enhanced mast arm signalized interconnected intersection, as well as the laneage improvements necessary.

- b. For site access purposes at the proposed intersection of Solana Avenue and US 17-92 the western extension of Solana Avenue into the Project must not dead end into a commercial, residential or office development, and must connect, to an internal roadway which connects to either Bennett Avenue, Monroe Avenue or Lee Road. At the time of the traffic signal installation at Solana



Avenue, the Developer or CDD shall pay for the cost of the closure of all medians on US 17-92, with the exception of Dixon Avenue, from Park Avenue to Lee Road, subject only to FDOT approval for any median closure.

- c. For site access purposes at the proposed intersection of Bennett Avenue and Lee Road, the northern leg of this intersection must be realigned to connect and align with Executive Drive. The realigned roadway into the Project must not dead end into a commercial, residential or office development, and must connect, to an internal roadway which connects to Monroe Avenue or US 17-92.
- d. The Developer or CDD must close the 11 existing private property curb cuts/driveways on US 17-92 or traffic signal warrant study must assume such closure.

Section 5. Development Conditions Regarding Private Buildings and the Property.

- a. The City and Owners agree to accept and be governed by the Orange County PD and Commercial Future Land Use designation(s) on the Property and the Orange County PD zoning designations and all other applicable provisions of the Orange County Land Development Code. The City and Owners agree to accept and be governed by the specific approvals of PD future land use and PD zoning, as have been granted by Orange County, including all waivers and conditions thereto which are included as a part of this Agreement as **Exhibit "C"**.





city commission public hearing

item type	Public Hearing	meeting date	July 24, 2017
prepared by	Troy Attaway	approved by	<input checked="" type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A		
	final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		
	<input type="checkbox"/> Fiscal Stewardship		
	<input type="checkbox"/> Intelligent Growth & Development		
	<input type="checkbox"/> Public Health & Safety		
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure		

subject

Ordinance vacating and abandoning a portion of Benjamin Ave Right of Way between Glendon Parkway and Morgan Lane within the Ravaudage Development.

motion | recommendation

Approve motion to vacate portion of right of way. Staff agrees this roadway section is appropriate for a side street within the Ravaudage development and agrees there would be no lack of access to properties within the development if this proposed action were to take place and the roadway developed as shown in "exhibit a." There are no known utilities within this strip of right-of-way proposed to be vacated and letters of "no objection" will be obtained from each potential utility prior to the second reading of the ordinance.

background

The City of Winter Park has received a request from the Ravaudage developer to vacate and abandon the eastern 17 to 20' of Benjamin Avenue between Glendon Parkway and Morgan Lane in order to provide additional depth to the buildable lots and to compensate for the 20' of wide sidewalk and green space that the developer set aside along the 17-92 frontage of said lots of his own accord. A sketch of the proposed Benjamin roadway and sidewalk is attached as "Exhibit b" outlining the roadway section with on street parking and sidewalks within the remaining right-of-way.

Additionally the developer owns a strip of private property along that west side of Benjamin which will accommodate part of the on street parking lane and the sidewalk along the western side of the proposed Benjamin Avenue, as proposed. The City could request dedication or easement of this private strip to the City.

alternatives | other considerations

Provide a narrower, one way road section which could restrict ease of access to existing properties.

fiscal impact

No direct financial impact as a part of this action

After Recording Return To:
City of Winter Park, City Clerk's Office
401 Park Avenue South
Winter Park, Florida 32789

ORDINANCE NO. _____-17

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE RIGHT OF WAY OF BENJAMN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights of way no longer needed for public purposes, and the City Commission has made such a determination.

BE IT ENACTED by the People of the City of Winter Park, Florida as follows:

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain portion of the Benjamin Avenue right of way legally described in that certain legal description and sketch of description attached hereto as **Exhibit "A"**.

Section 2. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls

Section 3. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 4. This ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the _____ day of _____, 2017.

Mayor Steven Leary

ATTEST:

City Clerk Cynthia S. Bonham

(THIS IS NOT A SURVEY)

A PORTION OF THE RIGHT OF WAY OF BENJAMIN AVENUE, HOME ACRES,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97, OF
THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

SAID LANDS CONTAINING APPROXIMATELY 0.19 ACRES (8,432 SQUARE FEET) MORE OR LESS.

1. The lands as shown hereon lie within Section 1, Township 22 S., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. Bearings shown hereon are assumed relative to the East Right-of-Way line of Benjamin Avenue; said bearing being S00°01'41"W (assumed).

HLSM, LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers

Licensed Business No. 7276
794 Big Tree Drive, Suite 108
Longwood, Florida 32750
P. (407) 647-7346
F. (407) 982-7166

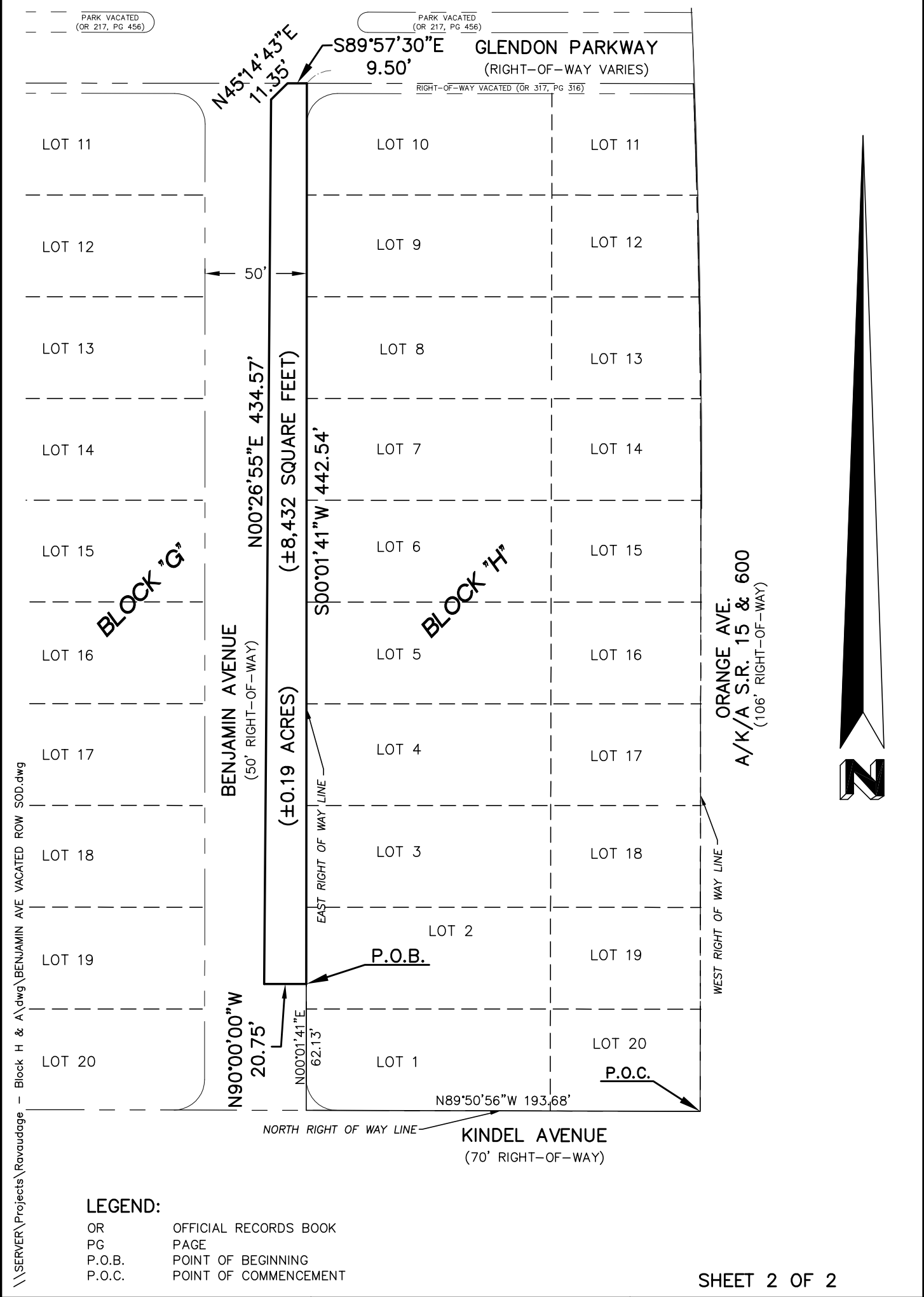
Survey@HLSM.US

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

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SKETCH OF DESCRIPTION

(THIS IS NOT A SURVEY)



HLSM, LLC

Henrich-Luke-Swaggerty-Menard

Professional Surveyors & Mappers

Licensed Business No. 7276

794 Big Tree Drive, Suite 108
Longwood, Florida 32750
P. (407) 647-7346
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/17/17

Job No: H-442

Date: 3/7/17

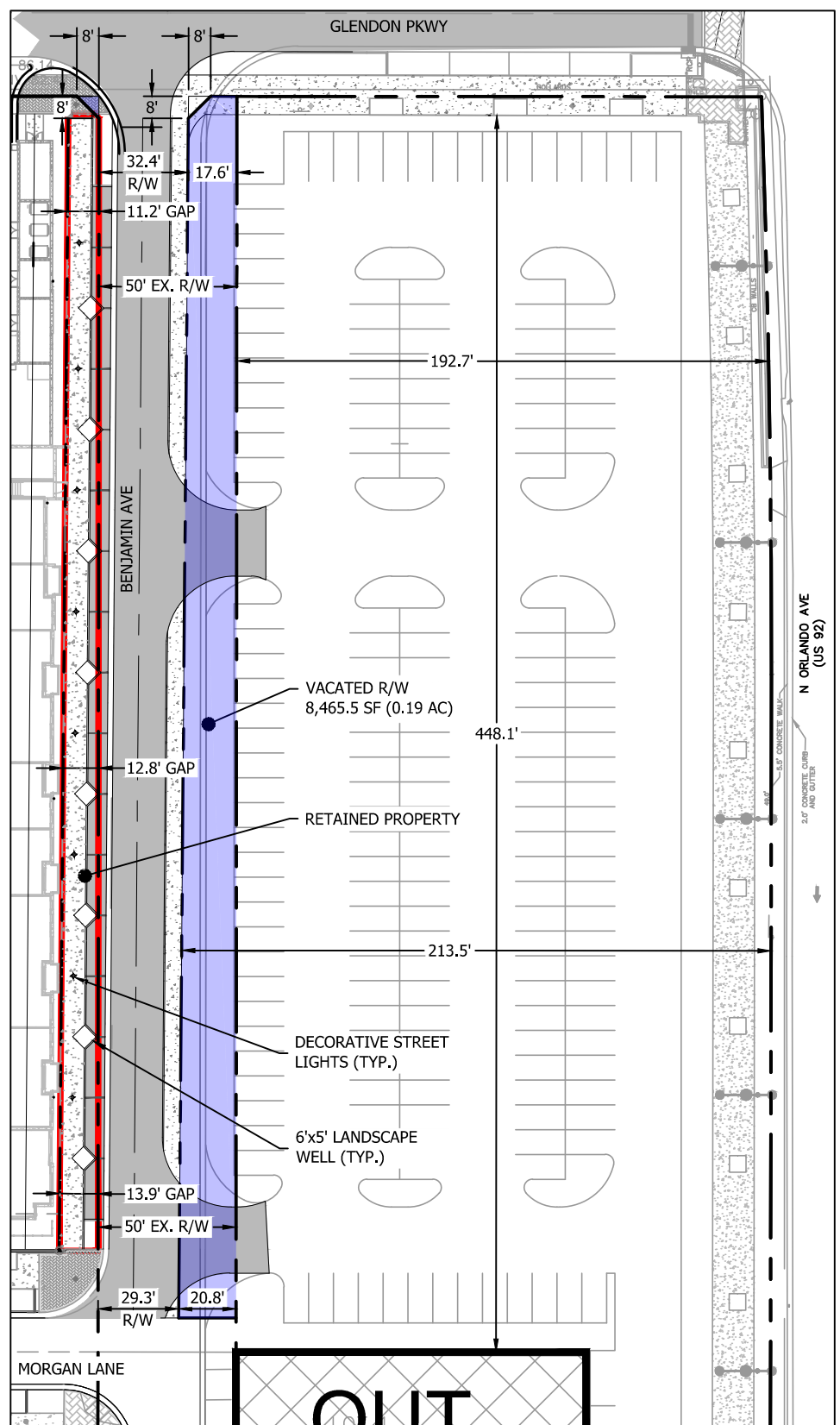
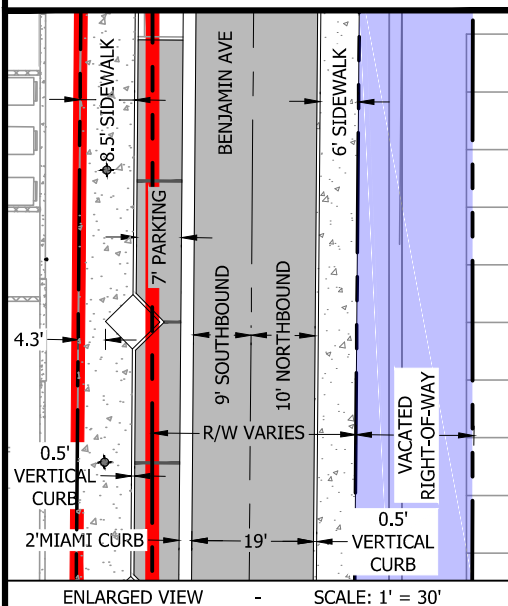
Drawn By: JJR

Scale: 1"=60'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

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NORTH
SCALE: 1"=60'



SLOAN
Engineering Group

150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

RAVAUDAGE
Section 01, Township 22S, Range 29E

**BENJAMIN AVENUE
ROADWAY IMPROVEMENT EXHIBIT
OPTION No.1**

SLOAN ENGINEERING GROUP, INC.

JOB # 1693



city commission public hearing

Item type	Public Hearing	meeting date	July 24, 2017
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney
division	Development		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote	

vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.

Subject: Second Reading of the Ordinance to Convey 301 West Comstock Avenue.

Section 2.11 of the Charter of the City of Winter Park, Florida, requires an ordinance to convey any lands of the City. The City undertook an advertised notice of disposal solicitation and then engaged a licensed real estate broker to solicit the best offer for the benefit of the citizens of the City of Winter Park at a price of \$481,000 which is above the appraised value.

The City has determined that there is not a municipal use of this property and that the proposed use will be consistent with the low density residential district (R-2) zoning and no variances or any other commitments have been made other than the ability to develop the land in conformance with the normal land development code regulations.

As a result, this ordinance is necessary to convey this property to the Winter Park Redevelopment Agency Ltd., pursuant to the terms of the offer of purchase price of \$481,000 pursuant to the offer as approved by the City Commission on May 22, 2017.

The Ordinance authorizes the mayor to sign the attached contract which has been reviewed by the City Attorney's office who has prepared the addendum to the contract with the contract changes recommended.

Staff Recommendation: Approval of the Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AUTHORIZING THE CONVEYANCE OF THE
CITY OWNED PROPERTY LOCATED AT 301 WEST
COMSTOCK AVENUE PURSUANT TO THE PROPOSAL
ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR
CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City; and

WHEREAS, the City has determined that there is not a municipal use for the property located at 301 West Comstock Avenue; and

WHEREAS, the City Commission deems it advisable to convey said property to Winter Park Redevelopment, Ltd., pursuant to the terms of the proposal attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. The property that is authorized to be conveyed by the City of Winter Park to Winter Park Redevelopment, Ltd., is the property identified in Exhibit "A" attached hereto and made a part hereof by reference, with a street address of 301 West Comstock Avenue, Winter Park, Florida.

SECTION 3. The City Commission of the City of Winter Park hereby approves the transfer and conveyance of 301 West Comstock Avenue, Winter Park, Florida to Winter Park Redevelopment, Ltd., subject to the terms of the proposal identified as Exhibit "B" attached hereto and made a part hereof by reference and the terms and conditions of a purchase and sale contract to be negotiated and executed between the parties. This Ordinance is not intended to be a final acceptance of an offer to purchase or sale such property; as such acceptance is subject to the negotiation and execution of a purchase and sale contract in a form acceptable to the City.

SECTION 4. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the transfer and conveyance of the property set forth above. The City Commission of the City of Winter Park hereby authorizes City Manager and City Attorney to negotiate a purchase and sale contract and authorizes the Mayor to execute such purchase and

sale contract and deed of conveyance on behalf of the City, as may be required to effectuate the intent of this Ordinance.

SECTION 5. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day ____, 2017.

Mayor Steven Leary

ATTEST:

City Clerk, Cynthia S. Bonham

EXHIBIT "A"
CITY PROPERTY

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT)
& LOT 9 BLK 68.

Parcel ID#: 05-22-30-9400-68-031

1. **Sale and Purchase:** City of Winter Park, a Florida municipal corporation ("Seller")
and Winter Park Redevelopment Agency, Ltd., a Florida limited partnership ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: 301 West Comstock Avenue, Winter Park, Florida 32789

Legal Description: _____

See attached Addendum

SEC 05 /TWP 22 /RNG 30 of Orange County, Florida. Real Property ID No.: 05-22-30-9400-68-031
including all improvements existing on the Property and the following additional property: None

2. **Purchase Price:** (U.S. currency).....\$ 481,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Fishback Law Firm

Escrow Agent's Contact Person: A. Kurt Ardaman, Esquire

Escrow Agent's Address: 1947 Lee Road, Winter Park, Florida 32789

Escrow Agent's Phone: 407 262-8400

Escrow Agent's Email: ardaman@fishbacklaw.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date\$ 25,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

(d) Other:\$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds\$ 456,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on See attached Addendum ("Closing Date"), unless specifically
extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

Buyer () and Seller (_____) acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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51 **5. Financing: (Check as applicable)**

52 • (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

53 • (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54 • specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55 • Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56 • days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57 • and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58 • Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59 • returned.

60 • (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61 • or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an
62 • adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63 • based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64 • informed of the loan application status and progress and authorizes the lender or mortgage broker to
65 • disclose all such information to **Seller** and Broker.

66 • (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
67 • **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68 • follows: _____

69 • The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70 • forms generally accepted in the county where the Property is located; will provide for a late payment fee
71 • and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72 • penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73 • conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74 • keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75 • to obtain credit, employment, and other necessary information to determine creditworthiness for the
76 • financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77 • **Seller** will make the loan.

78 • (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79 • _____
80 • LN# _____ in the approximate amount of \$ _____ currently payable at
81 • \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
82 • ☐ fixed ☐ other (describe) _____
83 • interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
84 • mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85 • purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86 • the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87 • failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88 • **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89 • **6. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
90 • contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

91 • **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
92 • deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements,
93 • and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94 • restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 • other matters to which title will be subject) _____
96 • provided there exists at closing no violation of the foregoing.

97 • (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98 • pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99 • **Seller** will deliver to **Buyer**, at

100 • (Check one) ☒ **Seller's** ☐ **Buyer's** expense and

101 • (Check one) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date,

102 • (Check one)

103 • (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104 • discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105 • amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106 • paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107 • **Buyer** within 15 days after Effective Date.

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 7 pages.

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- and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.
- (a) **Seller Costs:**
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____
- (b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____
- (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 7 pages.
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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

16. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

~~**17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.~~

~~**18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a) CBRE, Inc. (Seller's Broker)
will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify): _____

(b) None (Buyer's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

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324* 20. Additional Terms: _____
325 _____
326 The attached Addendum is incorporated herein.
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
342 signing.

343* Buyer: Winter Park Redevelopment Agency, Ltd., a Florida limited partnership Date: 6/15/17

344* Print name: Daniel B. Bellows

345* Buyer: _____ Date: _____

346* Print name: _____

347 Buyer's address for purpose of notice:

348* Address: c/o Daniel B. Bellows, P.O. Box 350, Winter Park, FL 32790-0350

349* Phone: 407-644-3151 Fax: 407-644-2854 Email: w1454@aol.com

City of Winter Park, a Florida municipal corporation

350* Seller: _____ Date: _____

351* Print name: _____

352* Seller: _____ Date: _____

353* Print name: _____

354 Seller's address for purpose of notice:

355* Address: c/o A. Kurt Ardaman, Esquire, Fishback Law Firm, 1947 Lee Road, Winter Park, FL 32789

356* Phone: 407 262-8400 Fax: _____ Email: ardaman@fishbacklaw.com

357* Effective Date: _____ (The date on which the last party signed or initialed and delivered the
358 final offer or counter offer.)

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Agenda Packet Page 77

ALTA
STAR
SOFTWARE

ADDENDUM TO VACANT LAND CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this "Addendum") is made and entered into effective as of the 30 day of JUNE, 2017 (the "Effective Date"), by and between **CITY OF WINTER PARK**, a Florida municipal corporation ("Seller"); and **WINTER PARK REDEVELOPMENT AGENCY, LTD.**, a Florida limited partnership ("Buyer") as part of and incorporated into the Vacant Land Contract to which this Addendum is attached, all for the purchase and sale of the Property described therein. This Addendum and the Vacant Land Contract to which this Addendum is attached collectively constitute the Contract.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Defined Terms. Any defined term used in this Addendum that is not specifically defined herein shall have the meaning given to such term in the Vacant Land Contract.

3. Legal Description. The legal description for the Property shall be as follows:

"Lot 3 less the North 125 feet thereof and Lot 9, Block 68, Town of Winter Park, as per Plat Book A, Page 67, Public Records of Orange County, Florida."

In the event the title commitment uses a legal description materially different than the above description, either party may terminate the Contract by providing written notice to the other party within ten (10) days of receipt of the title commitment. The legal description used in the title commitment shall be used in the survey, deed, and other closing documents.

4. Closing Date. Paragraph 4 of the Vacant Land Contract is replaced with the following: This transaction will close thirty (30) days after the Effective Date or thirty (30) days after adoption of the Seller's ordinance approving and authorizing the Contract, whichever is later.

5. Assignment. Paragraph 6 of the Vacant Land Contract is replaced with the following: Buyer may not assign this Contract without the prior written consent of the Seller.

6. Title Examination. The fourth and fifth sentences in Paragraph 7(b) of the Vacant Land Contract are replaced with the following: Seller may elect not to cure defects. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure or election not to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

7. Development Approvals. Notwithstanding any contrary provision in this Contract:

a. Seller, by entering into this Contract, creates no obligation to grant or approve any comprehensive plan, land use, rezoning, site plan, variance, conditional use, building permit, or other approval for the Property except as required by law;

b. Nothing in this Contract relieves Buyer from applying for any approvals necessary for development of the Property, and nothing herein allows Buyer to avoid paying for and complying with all City of Winter Park and other governmental requirements for development of the Property;

c. Seller has no obligation to sign or authorize, or by entering into this Contract, to approve any applications or documents that Buyer wishes or elects to file or pursue related to any comprehensive plan, land use, zoning, site plan, variance, conditional use, building permit, or other approvals for the Property except as required by law.

8. Seller Default Provision. Paragraph 15(a) of the Vacant Land Contract is replaced with the following: If Seller fails, neglects or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit or seek specific performance.

9. Oak Trees. The deed will include a restriction requiring that the oak trees near the western property line be maintained in good condition, and in the event of the substantial damage, destruction or loss of any such trees, the damaged, destroyed or lost trees shall be replaced in accordance with the City's tree preservation ordinance. The City shall be entitled to injunctive relief to enforce the restriction.

10. Paragraphs 17 and 18 of the Vacant Land Contract are deleted in their entirety.

11. Brokers. As indicated in paragraph 19 of the Vacant Land Contract, Seller represents that its only broker for this transaction is CBRE, Inc., which will be paid a broker's fee by Seller for this transaction at Closing, contingent upon Closing. Buyer represents it has no broker for this transaction. Seller and Buyer each indemnify and hold the other harmless from any loss or damage arising from such party's representations. This Paragraph 11 survives termination, expiration, and closing of the Contract.

12. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Contract. Except as set forth in this Addendum, the Contract in its original form shall have full force and effect. In the event of any conflict or ambiguity between the Vacant Land Contract and this Addendum, this Addendum controls. This Addendum may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date of this Addendum.

SELLER :

CITY OF WINTER PARK
a Florida municipal corporation

By: _____

(Print Name)

Its: _____

BUYER:

**WINTER PARK REDEVELOPMENT
AGENCY, LTD.**
a Florida limited partnership

By: _____

DAN FELLOWS 06/30/2017
(Print Name)

Its: PRESIDENT of GENERAL PARTNER



city commission public hearing

Item type	Public Hearing	meeting date	July 24, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request of David Weekly Homes for Subdivision Approval to Split the Property at 1935 Woodcrest Drive into Four Single Family Lots.

David Weekly Homes, LLC (contract purchaser) is requesting subdivision or lot split approval to divide the property located at 1935 Woodcrest Drive into four single-family lots. The zoning of this property is R-3. The property is currently occupied by the Hope & Help Center of Central Florida, which the applicants plan to demolish.

Planning and Zoning Board Recommendation:

Summary: During the City's review process of subdivisions or lot split requests, there are two criteria that are reviewed. First is the 'Zoning Test' as to conformance with the zoning criteria. The next is the 'Comprehensive Plan Test' which is conformance to the neighborhood character.

ZONING TEST: This existing property is approximately 230 feet wide and measures 32,166-square feet in size. The applicant is requesting to subdivide the lot into four single-family lots. The two exterior lots will measure 58 feet wide and 8,108-square feet in size and the two interior lots will measure 57 feet wide and 7,970-square feet in size. The R-3 zoning requires a minimum of 50 feet of lot width and a minimum of 6,000-square feet of land area for single-family lot. Thus, this request meets the R-3 lot dimension standards for a single-family lot, and no variances are requested.

COMPREHENSIVE PLAN TEST: The practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to compare the standard lot sizes. The Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those in the same zoning.

In this case, since the applicant is proposing to divide this R-3 lot into four single-family lots, the Comprehensive Plan Test is not applicable. The surrounding R-3 lots within 500 feet of this

property are developed as multifamily housing. Adjacent to the east of this subject property is the two story, Oaks Condominium of eight units. Across the street is a two story, 1920 Woodcrest Condominium of 18 units and a smaller townhouse project of 3 units.

ALTERNATIVE DEVELOPMENT OPTIONS: As a site zoned R-3 of 32,166 square feet in size, this property has the potential for redevelopment with up to 12 residential units and 24,125 square feet of building area within a two story multi-family townhouse building(s). Thus, the proposal is significantly less density in units (four versus twelve) and potentially in building size, as well.

DEVELOPMENT PLANS: The applicant has provided a generalized front elevation for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. Staff is recommending that a condition be placed that these homes be of varying architecture as the applicant has presented.

The applicants will comply with the normal single-family development standards for an R-3 lot, which would permit up to a 75% Floor Area Ratio (FAR). That means that each of these lots could hold homes of 5,977 to 6,081 square feet in size. One concern is the immediate transition from this size to the single family homes adjacent to the east with larger lots (10,125 square feet) but smaller homes (2,500 square feet) and with redevelopment potential up to 4,353 square feet in size. The applicant has voluntarily agreed to limit these lots to a maximum FAR of 62.5% which yields approximately a 5,000 square foot home in total size as a transitional element for compatibility.

TREE PRESERVATION: The City's Urban Forester has reviewed this application, and provided comments (attached) that show the request to save almost all of the trees in the front portion of the lots. The applicant believes that the majority of these trees can be saved.

Planning Staff Recommendation: The staff recommendation was for APPROVAL, with the following conditions:

1. That the proposed homes be limited to a floor area ratio of 62.5% (5,000 square feet).
2. That the proposed homes be of varying architecture.
3. That the applicant preserves existing trees onsite where possible, and can be granted up to a five foot interior side setback variance to accommodate this.

Planning and Zoning Board Summary: The request meets all the lot dimension requirements, no variances are requested and it conforms to the lot sizes in this neighborhood. Given the alternative of potentially 12 townhomes, the P&Z Board was supportive of the request. In addition, several neighbors at the public hearing asked questions of the applicant and were very satisfied with their answers.

Planning and Zoning Board Minutes – July 11, 2017:

REQUEST OF DAVID WEEKLY HOMES LLC FOR: SUBDIVISION APPROVAL TO SPLIT THE PROPERTY AT 1935 WOODCREST DRIVE, ZONED R-3, INTO FOUR SINGLE FAMILY LOTS.

Planning Manager, Jeff Briggs gave the Staff Report. David Weekly Homes, LLC (contract purchaser) is requesting subdivision or lot split approval to divide the property located at 1935 Woodcrest Drive into four single-family lots. The zoning of this property is R-3. The property is currently occupied by the Hope & Help Center of Central Florida, which the applicants plan to demolish.

This existing property is approximately 230 feet wide and measures 32,166-square feet in size. The applicant is requesting to subdivide the lot into four single-family lots. The two exterior lots will measure 58 feet wide and 8,108-square feet in size and the two interior lots will measure 57 feet wide and 7,970-square feet in size. The R-3 zoning requires a minimum of 50 feet of lot width and a minimum of 6,000-square feet of land area for single-family lot. Thus, this request meets the R-3 lot dimension standards for a single-family lot, and no variances are requested.

Mr. Briggs explained that as a site zoned R-3 of 32,166 square feet in size, this property has the potential for redevelopment with up to 12 residential units and 24,125 square feet of building area within a two story multi-family townhouse building(s). Thus, the proposal is significantly less density in units (four versus twelve) and potentially in building size, as well. The applicant has provided a generalized front elevation for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. Staff is recommending that a condition be placed that these homes be of varying architecture as the applicant has presented.

Mr. Briggs further explained that the only concern is the immediate transition to the single family homes adjacent to the east with larger lots (10,125 square feet) but smaller homes (2,500 square feet). The applicant has voluntarily agreed to limit these lots to a maximum FAR of 62.5% which yields approximately a 5,000 square foot home in total size as a transitional element for compatibility, as compared to the approx. 4,500 square foot size permitted in the adjacent neighborhood.

The Board received comments from the following citizens: Joan Cason, 1950 Woodcrest; John, 1940 Strathaven; Patty Roberts, 1934 Strathaven and James Dickey, 1928 Strathaven.

Neel Shivcharran, David Weekly Homes represented the Applicant and answered questions from the citizens' regarding landscaping, height of privacy fences, articulation, parking of boats/RV's and setbacks. He also stated that they were in agreement with the proposed conditions of approval.

No one else wished to speak. The public hearing was closed.

The P&Z Board was in agreement that the prospect of four single family homes was preferable to 12 townhouses and as the neighbors voiced no objections and appeared pleased with the answers from David weekly, this was a positive development choice.

Motion made by Raymond Waugh, seconded by Laura Walda for approval to split the property at 1935 Woodcrest Drive, zoned (R-3), into four single family lots, with the following conditions recommended by staff:

- 1. That the proposed homes be limited to a floor area ratio of 62.5% (5,000 square feet).**
- 2. That the proposed homes be of varying architecture.**
- 3. That the applicant preserves existing trees onsite where possible, and can be granted up to a five foot interior side setback variance to accommodate this.**

Motion carried unanimously with a 5-0 vote.

Parcel Report for 16-22-30-0000-00-024



Created: 6/12/2017

This map is for reference only and is not a survey.


OCA Web Map									
	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks
	Florida Turnpike		Public Roads		Agriculture		Agricultural/Cutlery		Lakes and Rivers
	Interstate 4		Gated Roads		Commercial/Institutional		Hydro		Building
	Toll Road		Road Under Construction		Governmental/Institutional/Misc.		Waste Land		Block Number
			Brick Road		Lot Line				Lot Number
			Block Line						Parcel Number
									Parcel Address
									Parcel Dimensions












1935 Woodcrest Drive Lot Split Request

City of Winter Park
Florida

LEGEND

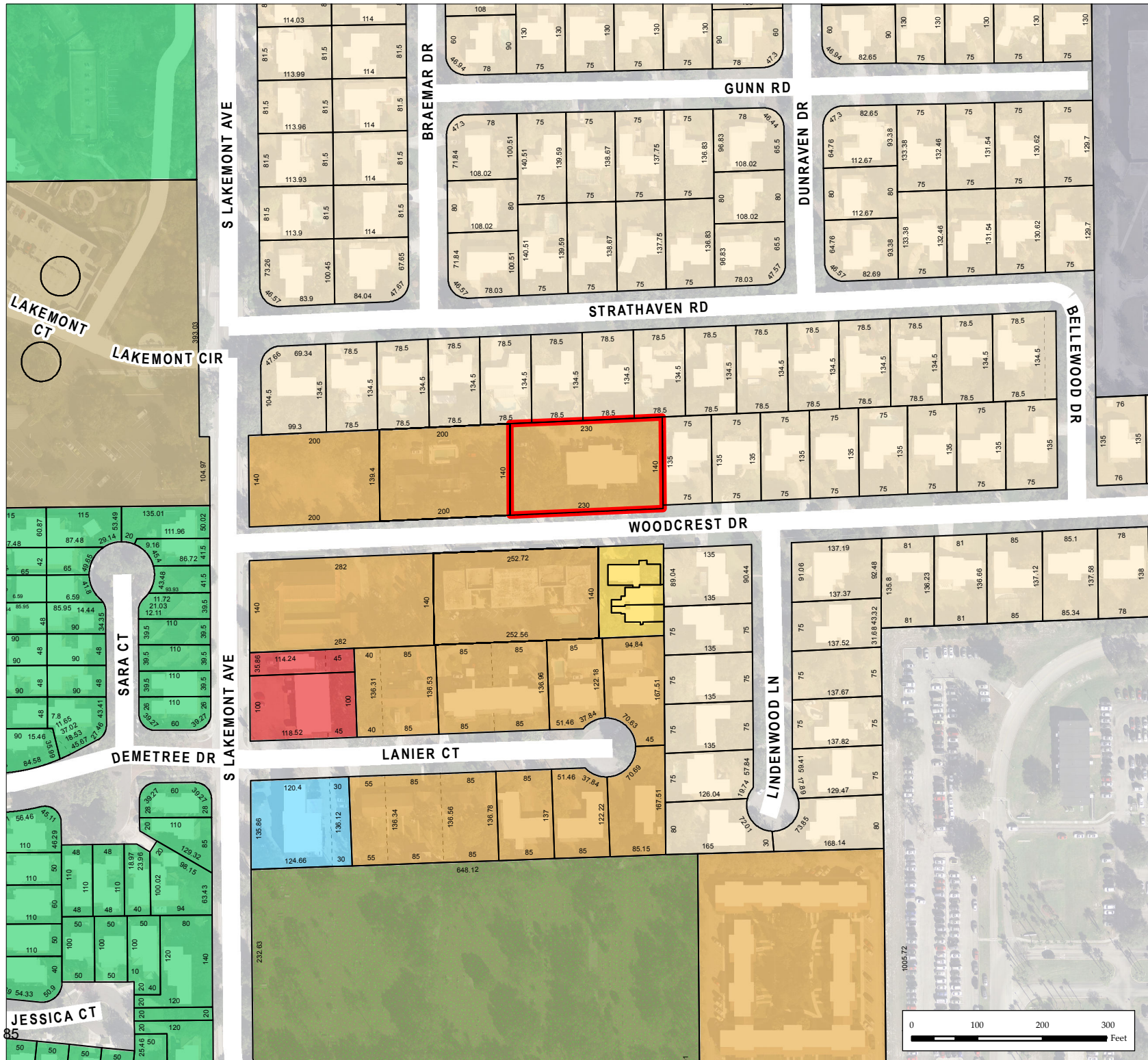
 1935 Woodcrest Dr.

Zoning

-  C-3
-  O-2
-  PQP
-  PR
-  PURD
-  R-1A
-  R-2
-  R-3
-  R-4



Date: 6/12/2017

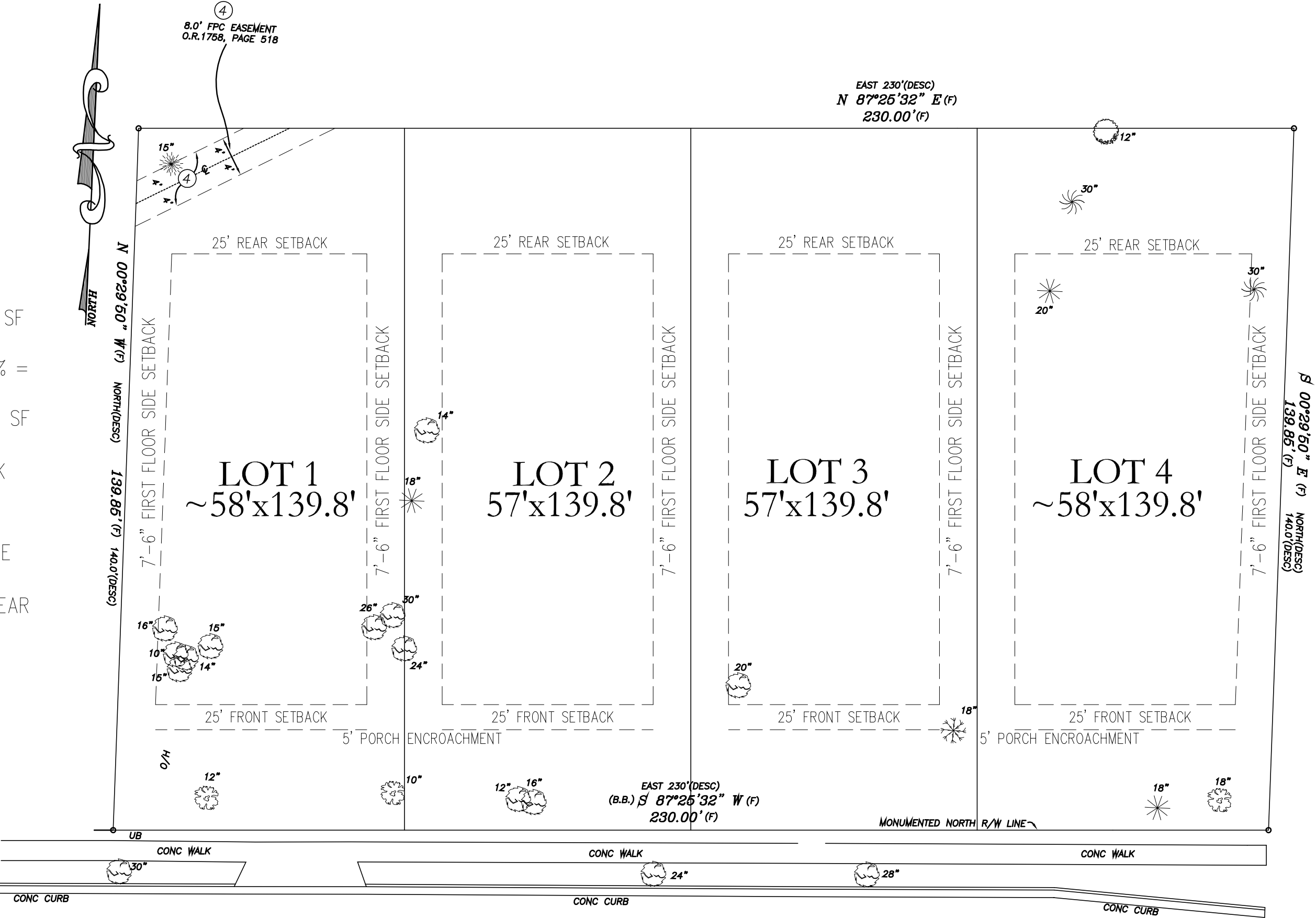


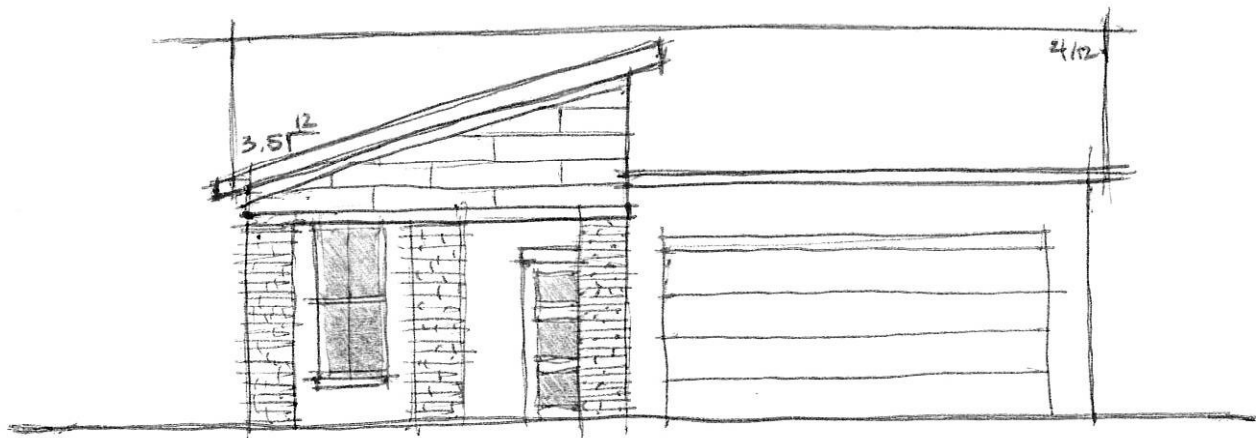
LOT: ~55'X~140'
AREA: 7700 SF

IMPERVIOUS
COVERAGE: 50% = 3850 SF

FAR CALCULATIONS: 38% =
2926 SF
MAX FAR: 43% = 3311 SF

25'-0" FRONT SETBACK
W/ 5' PORCH
ENCROACHMENT
7'-6" FIRST FLOOR SIDE
SETBACKS
25'-0" FIRST FLOOR REAR
SETBACKS





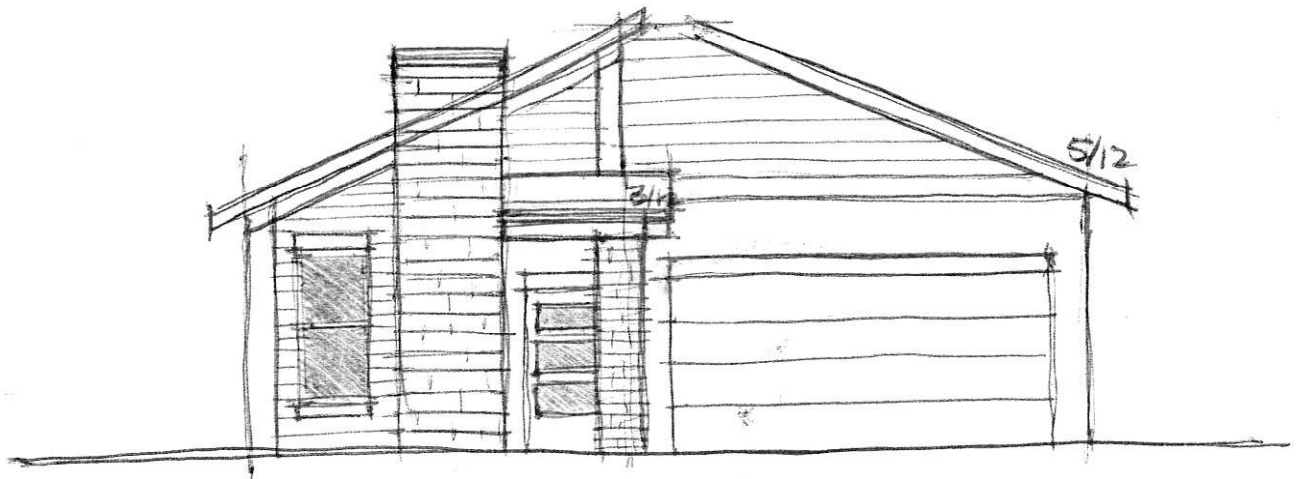
MID-CENTURY MODERN



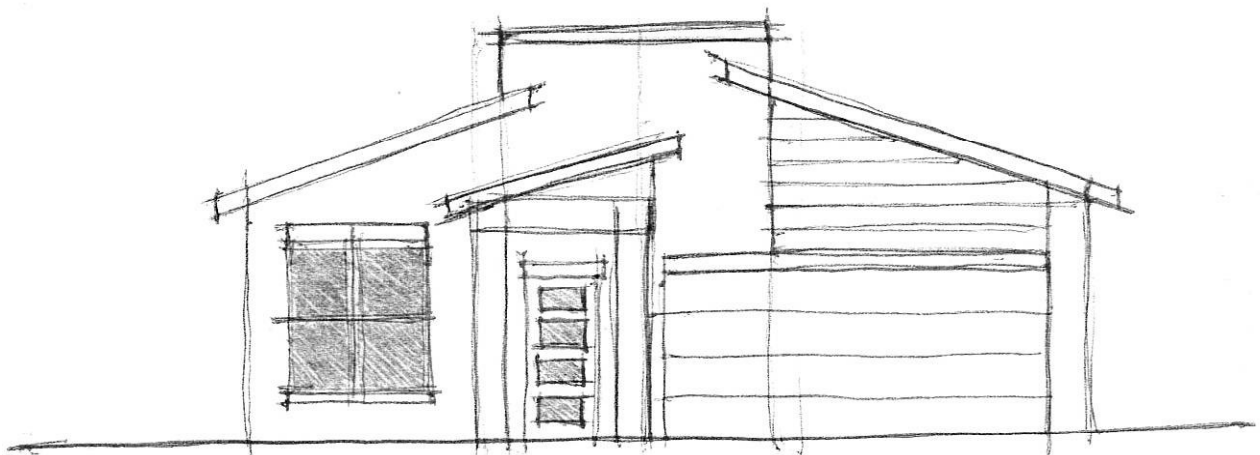
FARMHOUSE/CRAFTSMAN



CRAFTSMAN



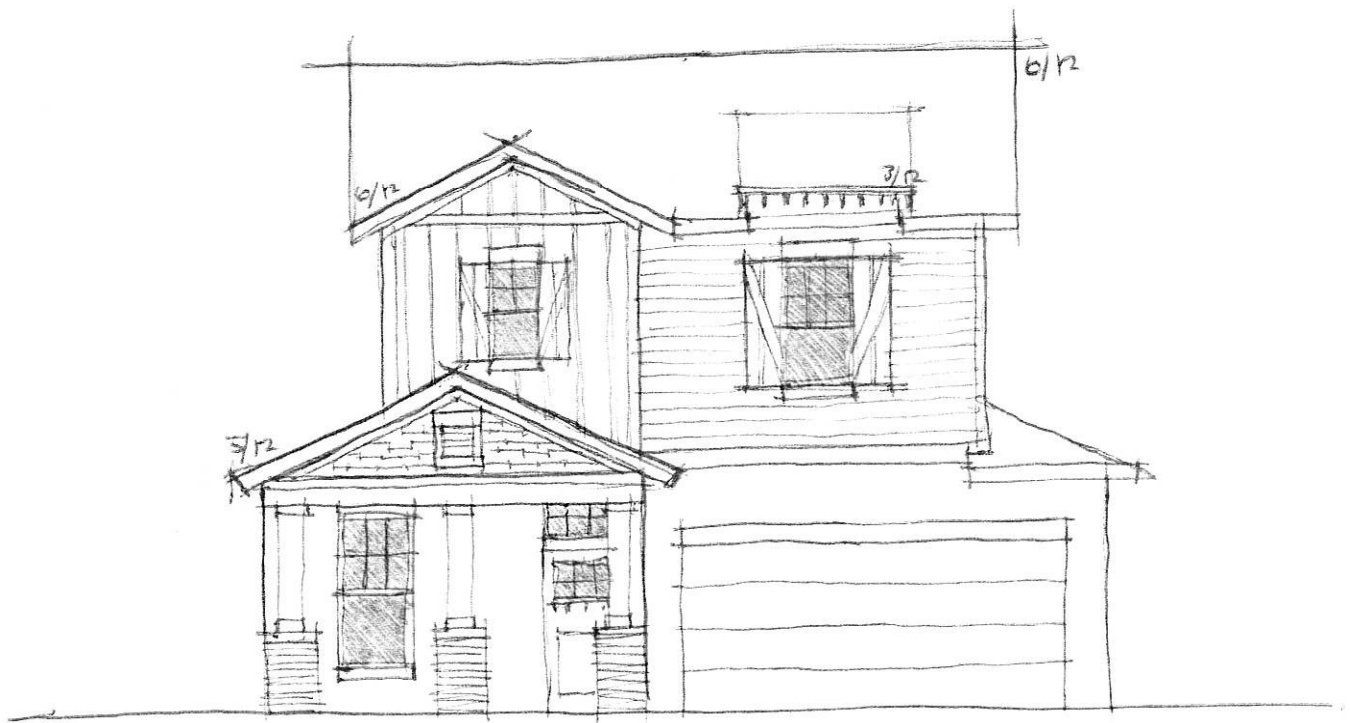
MID-CENTURY MODERN. 2



MID-CENTURY MODERN 3.



MODERN FARMHOUSE.



CRAFTSMAN.



MODERN PRAIRIE.



TRANSITIONAL



KEY WEST/
FLORIDA VERNACULAR.



MODERN.



city commission public hearing

Item type	Public Hearing	meeting date	July 24, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Planning and Community		<input checked="" type="checkbox"/>	City Attorney	
division	Development		<input type="checkbox"/>	N/A	
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote		
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request of Interplan for Conditional Use Approval to Build a PDQ Restaurant at 925 S. Orlando Avenue.

This item is a conditional use request to construct a new PDQ fast food restaurant with a drive-thru on the property at 925 South Orlando Avenue, which is located at the southwest corner of Orlando and Minnesota Avenues. The property is currently occupied by a Seacoast Bank that the applicant plans to demolish. This request is a conditional use because of the drive-thru component.

Planning and Zoning Board Recommendation:

Motion made by Raymond Waugh, seconded by Laura Turner for conditional use approval to build a 2,782 Square Foot, PDQ restaurant with a drive-thru on the current vacation Seacoast Bank site, zoned (C-3) at 925 S. Orlando Avenue on the southwest corner of Minnesota and Orlando Avenues with the conditions as follows:

1. That along Minnesota Avenue and Orlando Avenue, sidewalk easements be granted to the City, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.
2. That the P&Z Board shall review and approve the ground signage (pylon versus monument sign) at a future meeting after comparisons are presented.
3. That to the extent feasible the electric transformer/switch gear, backflow preventers and other utility components will be landscaped so as to be effectively screened from view.
4. That the applicant submit a traffic analysis of the left turn movements into and out of the site on Minnesota Avenue including any recommendations for access control for review and approval by the City.

Motion carried unanimously with a 5-0 vote.

Summary: This property is approximately 35,929-square feet in size, and has 144 feet of frontage on Orlando Avenue and 234 feet along the side street of Minnesota Avenue. Adjacent to the north is Firestone Auto Care followed by the Publix Hollianna shopping center, to the south is a small shopping center, to the east is a two-story office building, and to the west is the recently redeveloped Corner Commons shopping center.

PROJECT PLANS: The proposed site plans show a one-story, 2,782-square foot, PDQ with one drive-thru lane. The site plans shows 33 parking spaces which meets the code requirements for the proposed seats and patron area. The site plan has adequate stacking for 10 cars using the drive-thru lane, and a by-pass lane for circulation. If there are ever more cars than that, the instinct for customers is to park and walk in for quicker service. It is PDQ's model for their drive-thru's to not have a speaker, and guests speak and order from a real person. Also, with this property being at the corner of a signalized intersection, with adequate buffers from surrounding properties to the adjacent neighborhood, this development will not negatively impact the surrounding area.

LANDSCAPE/SIDEWALK PLAN: The landscape plan provided meets the minimum code requirements, with the exception of the landscape width along the Minnesota Avenue frontage. The unique situation is that there is an extra wide 10 foot sidewalk along the Minnesota and Orlando Avenue frontages of this site. Staff requested that the applicant maintain the wide sidewalk. This sidewalk extends into the private property, so in recognition of that, staff made this request to preserve the sidewalk, and the site plan shows this preservation, which reduced the landscape width to five feet in lieu of the required eight feet along Minnesota. The applicant has agreed to grant a sidewalk easement along the Minnesota and Orlando Avenue frontages, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.

SIGNAGE: As part of the application package, PDQ submitted their preliminary sign package. The project is proposing signage on the building itself on both the Orlando and Minnesota frontages. Also included in the sign package is a 25 foot interior illuminated pylon sign. As the Board may recall, the Orchard Supply hardware store that is located two blocks south of this site had a condition of approval to build a monument sign instead of a pylon sign. Staff feels that this type of design should be continued as properties redevelop along Orlando Avenue. Since this redevelopment is removing approximately 5,000 square feet of landscaping at the corner of Minnesota and Orlando Avenue and replacing it with less than half that amount in that area, staff feels that a monument sign would add sophistication to the property. This type of signage will also be more visible as is at eye level with motorists passing by. Surface lighting should also be used here, instead of internal illumination. The staff feels that the size of the sign should also be limited to 50 square feet in size in lieu of 100 square feet, as this size is more compatible with a 2,782-square foot building.

SUMMARY: The proposed location for this PDQ fast food restaurant is adequately sized and is well suited for this type of project and provides protection to the nearby neighbors from the sounds associated with the drive-thru ordering. The project meets all the code requirements, there are no variances requested, other than the landscape width along Minnesota Avenue that is needed to maintain the width of the existing sidewalk along this road. The drive-in components are designed to meet the peak stacking needs for use intended. Together with the conditions recommended, the staff believes this PDQ will be compatible with the adjacent properties.

Planning and Zoning Board Summary: The P&Z Board was in agreement that the proposed building and drive-thru was properly planned and no variances were requested. Based on a request by the applicants, the P&Z Board agreed to defer the decision on the pylon versus monument sign to a future meeting in order to look at those alternatives in more detail. The one concern expressed by the P&Z Board involved the traffic access at the Minnesota Avenue driveway because of the congestion and backup of cars on Minnesota Avenue during peak hours that prevents access into or out of the site. The applicant agreed to undertake a traffic impact survey and study of that issue to explore methods to overcome this situation. As a result P&Z modified the conditions of approval that were recommended by staff to add these matters.

Planning and Zoning Board Minutes – July 11, 2017:

REQUEST OF INTERPLAN FOR: CONDITIONAL USE APPROVAL TO BUILD A 2,782 SQUARE FOOT, PDQ RESTAURANT WITH A DRIVE-THRU ON THE CURRENT VACANT SEACOAST BANK SITE, ZONED C-3, AT 925 S. ORLANDO AVENUE ON THE SOUTHWEST CORNER OF MINNESOTA AND ORLANDO AVENUES.

Mr. Briggs explained that this item is a conditional use request to construct a new PDQ fast food restaurant with a drive-thru on the property at 925 South Orlando Avenue, which is located at the southwest corner of Orlando and Minnesota Avenues. The property is currently occupied by a Seacoast Bank that the applicant plans to demolish. This request is a conditional use because of the drive-thru component.

This property is approximately 35,929-square feet in size, and has 144 feet of frontage on Orlando Avenue and 234 feet along the side street of Minnesota Avenue. Adjacent to the north is Firestone Auto Care followed by the Publix Hollianna shopping center, to the south is a small shopping center, to the east is a two-story office building, and to the west is the recently redeveloped Corner Commons shopping center. The proposed site plans show a one-story, 2,782-square foot, PDQ with one drive-thru lane. The site plans shows 33 parking spaces which meets the code requirements for the proposed seats and patron area.

The landscape plan provided meets the minimum code requirements, with the exception of the landscape width along the Minnesota Avenue frontage. The unique situation is that there is an extra wide 10 foot sidewalk along the Minnesota and Orlando Avenue frontages of this site. Staff requested that the applicant maintain the wide sidewalk. This sidewalk extends into the private property, so in recognition of that, staff made this request to preserve the sidewalk, and the site plan shows this preservation, which reduced the landscape width to five feet in lieu of the required eight feet along Minnesota. The applicant has agreed to grant a sidewalk easement along the Minnesota and Orlando Avenue frontages, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.

As part of the application package, PDQ submitted their preliminary sign package. The project is proposing signage on the building itself on both the Orlando and Minnesota frontages. Also included in the sign package is a 25 foot interior illuminated pylon sign. Mr. Briggs reminded Board that the Orchard Supply hardware store two blocks south of this site had a condition of approval to build a monument sign instead of a pylon sign. Staff feels that this type of design should be continued as properties redevelop along Orlando Avenue. Since this redevelopment is removing approximately 5,000 square feet of landscaping at the corner of Minnesota and Orlando Avenue and replacing it with less than half that amount in that area, staff feels that a monument sign would add sophistication to the property. This type of signage will also be more visible as is at eye level with motorists passing by. Surface lighting should also be used here, instead of internal illumination. The size of the sign should also be limited to 50 square feet in size in lieu of 100 square feet, staff feels that this size is more compatible with a 2,782-square foot building.

Mr. Briggs answered questions from the Board.

Chris Blurton from Interplan, LLC, 604 Courtland Street, Orlando, FL 32804, represented the applicant. Mr. Blurton answered questions from the Board related to how traffic would be affected going in and coming out of the restaurant, location of the electric transformer on property and noise control at the drive-thru window.

Kevin Latch, Project Manager for PDQ, also spoke with the Board. He reiterated to the Board that there would be no speaker box at the drive-thru window so noise control would not be an issue. He also explained the new design of the PDQ brand and look of their new buildings. He made a request that PDQ meet with Staff to develop a mutually agreeable signage plan. During further commentary it was agreed that the final decision would come back to P&Z.

No one else wished to speak. The public hearing was closed.

Mr. Waugh expressed concerns about the Minnesota entrance/exit during peak hours. Cars traveling west on Minnesota, if they stop to turn left into this site and are blocked by a traffic line could cause a backup into 17-92. Exiting lefts may also be an issue. He requested a more detailed traffic engineering study on this situation from the applicant with the involvement of the city's traffic engineer. Other Board members also expressed concern and agreed that further study was needed. Otherwise the Board agreed that all the other elements of the plans were compliant and thus they did not foresee any other concerns.

Motion made by Raymond Waugh, seconded by Laura Turner for conditional use approval to build a 2,782 Square Foot, PDQ restaurant with a drive-thru on the current vacation Seacoast Bank site, zoned (C-3) at 925 S. Orlando Avenue on the southwest corner of Minnesota and Orlando Avenues with the conditions as follows:

- 1. That along Minnesota Avenue and Orlando Avenue, sidewalk easements be granted to the City, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.**
- 2. That the P&Z Board shall review and approve the ground signage (pylon versus monument sign) at a future meeting after comparisons are presented.**
- 3. That to the extent feasible the electric transformer/switch gear, backflow preventers and other utility components will be landscaped so as to be effectively screened from view.**
- 4. That the applicant submit a traffic analysis of the left turn movements into and out of the site on Minnesota Avenue including any recommendations for access control for review and approval by the City.**

Motion carried unanimously with a 5-0 vote.

Parcel Report for 12-22-29-0980-00-010

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 6/26/2017

This map is for reference only and is not a survey.

OCA Web Map									
	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		6 Lot Number
	Florida Turnpike		Brick Road		Agriculture		Agricultural Curtilage		06060 Parcel Number
	Interstate 4		Block Line		Commercial/Institutional		Hydro		3106 Parcel Address
	Toll Road		Road Under Construction		Governmental/Institutional/Misc		Waste Land		111.9 Parcel Dimensions



1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. **Not applicable for Surveyor's review.**
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records. **Not applicable for Surveyor's review.**
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. **Not applicable for Surveyor's review.**
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. **Not applicable for Surveyor's review.**
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water. **Not applicable for Surveyor's review.**
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. **Not applicable for Surveyor's review.**
7. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable. **Not applicable for Surveyor's review.**
8. Provisions of the Plat of BRYAN AND BAGGETT SUBDIVISION, recorded December 13, 1924 in Plat Book J, Page 130. **Subject to contains no plottable items.**
9. Easement in favor of the City of Winter Park, a Florida municipal corporation, recorded March 31, 1953 in Deed Book 938, Page 149. **Subject to easement contained therein, and is shown hereon.**
10. Easement in favor of the City of Winter Park, a Florida municipal corporation, recorded May 13, 1969 in Book 1833, Page 183. **Subject to easement contained therein, and is shown hereon.**
11. Memorandum of Lease by and between Dr. Phillips, Inc., a Delaware corporation, as Landlord, and Orange Bank of Florida, a Florida corporation, as Tenant, recorded April 8, 2013 in Book 10549, Page 3183. **Not applicable for Surveyor's review.**
12. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s). **Not applicable for Surveyor's review.**

- THE SUBJECT PROPERTY IS 35,929 sqft (0.82 acres)
- THE SUBJECT PROPERTY HAS 18 REGULAR SPACES AND 1 HANDICAP SPACE, FOR A TOTAL OF 19 MARKED PARKING SPACES

- = Concrete Monument (CM)
- = Iron Rod & Cap (IR)
- = Nail & Disk (N&D)
- OR Record Book
- PB = Paint Ball
- Pg = Page
- CONC. = Concrete
- FND = Found
- ID = Identification
- LB = Licensed Business
- LS = Licensed Surveyor
- TYP. = Typical
- ⊞ Catch Basin/Inlet
- ⊞ Electric Box
- ⊞ Fire Hydrant
- ⊞ Sanitary Manhole
- ⊞ Sign
- ⊞ Telephone Rise
- ⊞ Traffic Signal Box
- ⊞ Traffic Signal Pole
- ⊞ Power Pole
- ⊞ Overhead Utilities
- ⊞ Water Meter
- (C) = Calculated Distance
- (R/W) = Right of Way Map
- (P) = Plat Measurement
- on/off = On Site/Off Site
- FPE = Finished Floor Elevation
- = Grade Shot

JOB #: VLSR17-20517	
CLIENT #: 2037-3737213	
FIELD DATE: 04-28-17	CREW: 2100
DRAFTER: BT	
APPROVED: JEW	
SCALE: 1" = 20'	

COPYRIGHT 2011

X
Borrower's Acknowledgment and Acceptance

X
Borrower's Acknowledgment and Acceptance

Agenda Packet Page 99

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7a, 8 and 14 of Table A thereof. The field work was completed on April 28, 2017.

CERTIFIED TO: (AS FURNISHED)
 Captiva MVP Restaurant Partners LLC, a Florida limited liability company
 Client Agreement With Manufacturer/Contractor

FLOOD ZONE

LIST OF POSSIBLE ENCROACHMENTS:
BLOCK WALLS AND CONC. WALKS CROSS PROPERTY LINES
OWNERSHIP OF BLOCK WALLS AND FENCES NOT DETERMINED
SOME UTILITIES LIE OUTSIDE EASEMENT AREA

NOTES

UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED THIS SURVEY.

THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND MAPPING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.



LB 7788

SURVEYOR'S CERTIFICATE			
I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.			
DATE	REVISION	DATE	REVISION

NO. 8573
STATE OF FLORIDA
DEPARTMENT OF REVENUE
DATED: 05-01-1

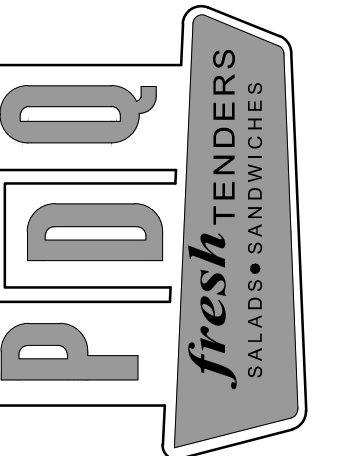
Joseph E. Williamson, PLS



All that part of Lots 1 through 5, inclusive, of Bryan and Baggett Subdivision, lying west of the westerly right-of-way line of Orlando Avenue (State Road Nos. 15 & 600), according to the plat thereof as recorded in Plat Book J, Page 130, of the Public Records of Orange County, Florida.

ADDITIONAL NOTES:

3. Additions or deletions to this survey by anyone other than the signing party or parties is prohibited without the written consent of the signing party or parties.
4. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This survey only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
5. Building lines and dimensions for improvements should not be used to reconstruct boundary lines.

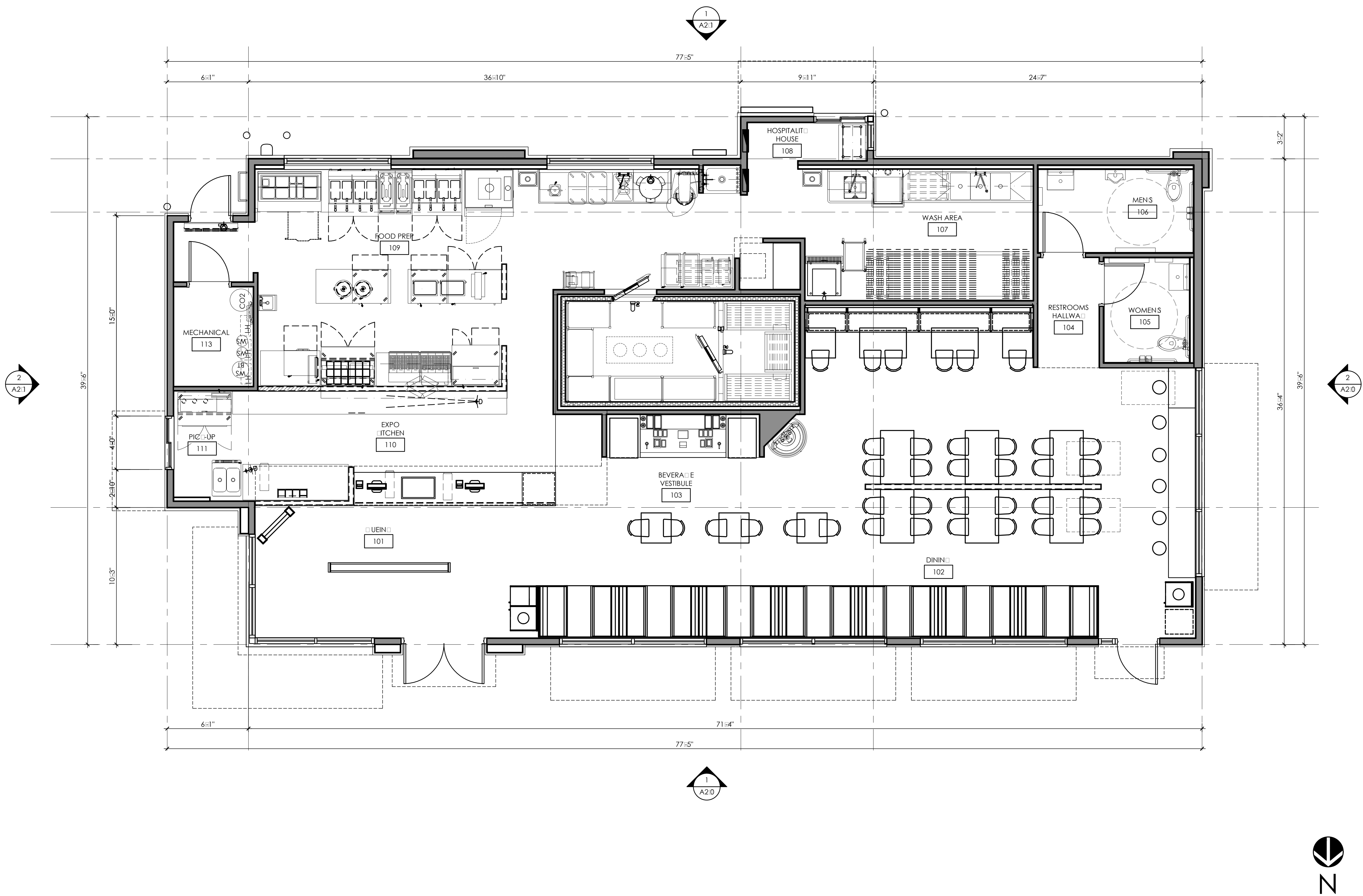


DATE	DESCRIPTION

[illegible]

DIMENSIONED FLOOR PLAN

A1.0



FLOOR PLAN

SCALE
 $1/4" = 1'-0"$

1

1

24

2017.0255

SOUTH ELEVATION

SCALE	1
1" = 4' = 0"	

EAST ELEVATION - S ORLANDO AVE

SCALE	2
1410	

GENERAL NOTES:

1	ALL EXTERIOR METALS AND PLASTICS ON BUILDING SHALL BE PAINTED TO MATCH THE COLOR OF THE ADJACENT EXTERIOR FINISH MATERIAL WHERE INDICATED
---	---

ELEVATION E ED NOTES:

1	SIGNAGE
2	PRE-FABRICATED ALUMINUM SUNSHADE
3	PRE-FABRICATED CANOPY WITH CORRUGATED DECKING
4	STONE VENEER
5	EIFS
6	ALUMINUM STOREFRONT
7	NICHIHA CEMENTITIOUS SIDING
8	ALUMINUM STOREFRONT W/ SPANDREL GLAZING

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

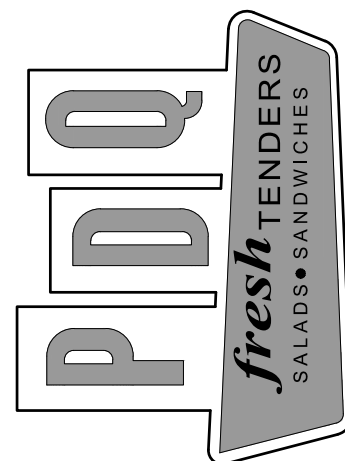
CORPORATE:

PDQ
4343 ANCHOR PLAZA PKWY.
SUITE ONE
TAMPA, FLORIDA 33634

THIS DOCUMENT IS "NOT FOR CONSTRUCTION"
UNLESS THE ARCHITECT OR ENGINEER'S
SIGNATURE AND SEAL APPEAR BELOW.

**PDQ
WINTER PARK**
HIGHWAY 17/92 & MINNESOTA AVE.
WINTER PARK, FLORIDA

CLIENT: PDQ
4343 ANCHOR PLAZA PARKWAY
TAMPA, FLORIDA



DATE	DESCRIPTION

[illegible]

EXTERIOR ELEVATIONS

A21

DRAWN BY: EW CHECKED BY: ☐ N DATE: 04/28/17

PROJECT NUMBER:

2017.0255

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RIGHT SIDE ELEVATION



FRONT ELEVATION



PROPOSED EXTERIOR ELEVATIONS

PDQ
HWY 17/92 & MINNESOTA AVE
WINTER PARK, FL





DRIVE THRU PICK UP ELEVATION



DRIVE THRU ORDER WINDOW ELEVATION



PROPOSED EXTERIOR ELEVATIONS

PDQ
HWY 17/92 & MINNESOTA AVE
WINTER PARK, FL



June 16, 2017

Allison McGillis
City of Winter Park
401 Park Ave. S.
Winter Park, FL 32789

Reference: PDQ – Winter Park, FL
IP # 2017.0255
Conditional Use Permit Letter


Dear Ms. McGillis

Please accept the following for a description of the requested CUP and business operation for the proposed PDQ restaurant.

- PDQ is a Tampa, FL based company that debuted in October of 2011 and has grown to 56 restaurants in eight (8) states.
- PDQ makes all of its items in-house, from scratch, and they are proud to say that they are a multi-store restaurant that uses fresh, never frozen chicken.
- PDQ is a fresh take on fast food. From hand-breaded chicken tenders, made-to-order sandwiches, hand-tossed salads, and hand-spun milk shakes. Again, everything is fresh and made-to-order.
- PDQ brings together the convenience and speed of fast food with the quality of casual dining.
- The drive-thru does not have a speaker, and guests will speak and order from a real person.
- PDQ stands for People Dedicated to Quality. Just Made, Better is what PDQ is all about.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,
INTERPLAN LLC



Monica Pomroy
Site Development

cc: Ed White, File

Trip Generation Study

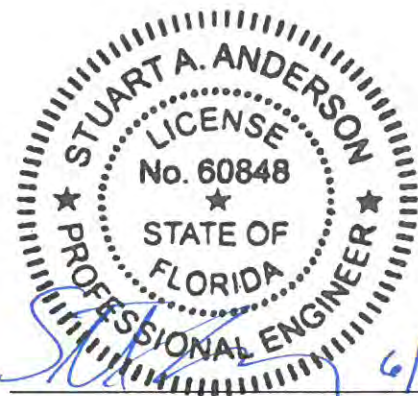
for

PDQ

**925 S. Orlando Avenue
Winter Park, Florida**

IP Project #2017.0255

June 5, 2017



Stuart Anderson, P.E.
Florida Registration #60848

INTERPLANLLC

*Architecture
Engineering
Interior Design
604 Courtland St, Suite 100
Orlando, Florida 32804
Telephone 407.645-5008
Fax 407.629-9124*

SITE LOCATION

The proposed PDQ development is located at the southwest corner of the intersection of Minnesota Avenue and South Orlando Avenue in Winter Park.

ROADWAY CONDITIONS

The site is located at a signalized intersection; Orlando Avenue is a State 4 lane urban highway section with a continuous turn lane while Minnesota Avenue is a 2 lane City collector road. There are two driveway connections, one on Orlando Avenue and the other on Minnesota Avenue that will be utilized.

EXISTING FACILITIES

The site is currently an existing bank with existing roads on the north and east.

PROPOSED FACILITIES

The proposed site improvements include construction of a stand-alone 2,782 square foot fast food restaurant with drive through is proposed.

TRIP COUNT CALCULATIONS

Projected trip ends are determined through the ITE Trip Generation (9th Edition), under **Land Use 934, Fast Food Restaurant with Drive Through** for the proposed site, based on the respective floor area (gross square feet) for the proposed facilities. Proposed trips are depicted on the below table.

Average Daily Traffic	Trip Ends per 1000 gsf	Total Trips/Projected
Weekday 50% Enter / 50% Exit	Restaurant = 496.12	TOTAL = 1,380 ADT
Weekday, A.M., Peak Hour 52% Enter / 48% Exit	N/A (not open)	N/A (not open)
Weekday, P.M., Peak Hour 52% Enter / 48% Exit	Restaurant = 32.65	TOTAL = 91 Peak Hr.

TRAFFIC IMPACT

This site currently has an existing bank and all infrastructure for commercial development has been installed to the property line. The site will utilize two existing driveway connections to Minnesota Avenue and Orlando Avenue. Notwithstanding the projected increase in trip ends, as noted in the table above, the proposed site improvements do not create an adverse impact on the roadway; accordingly, no modifications or improvements should be required.



Prototype Branding Campaign

SWC Of Minnesota Ave &
S Orlando Ave
Winter Park, FL

Project ID: 77558
Date: 06.14.17

Revision: 06.14.17



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

Design Number:
75467

Installation Address:
7400 Seminole Blvd
Seminole, FL

Project Identity Number:
75467

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.12.17

Project Updates:

Rev:



3MTM MCSTM Warranty



Approval:

☐ Approved

DATE:

☐ Approved as noted

DATE:

☐ Revise & Re-Submit

DATE:

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Page Sheet

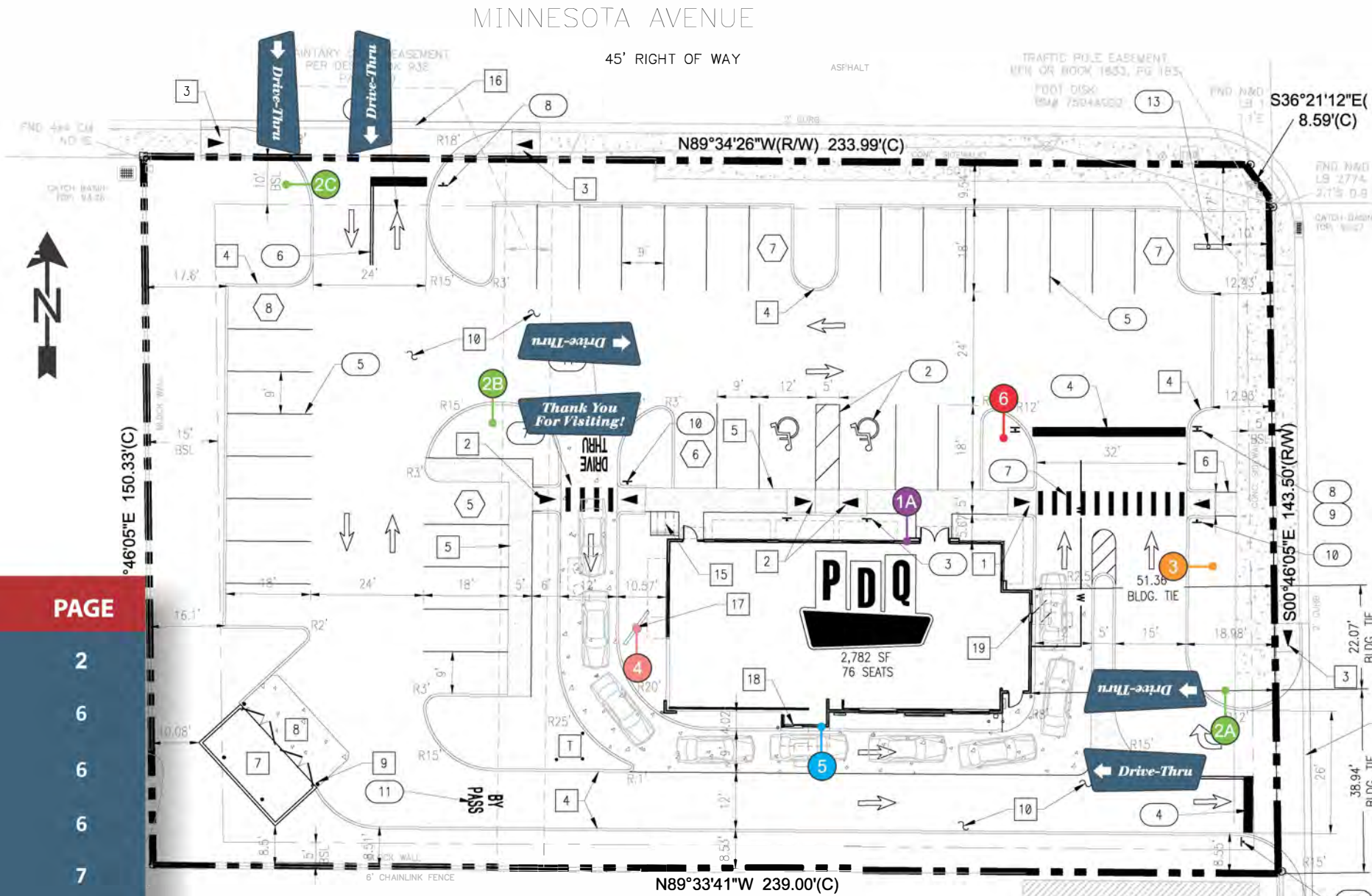
1

1 OF 10

Local: 727-573-7757
Fax: 727-573-0328



SIGNAGE DESCRIPTION	PAGE
1A. 47 Sq Ft "Prototype" Wall Sign	2
2A. Directional North Face and South Face	6
2B. Directional North Face and South Face	6
2C. Directional East Face and West Face	6
3. 25'Tall Pylon Sign , 100 Sq Ft	7
4. Triple Menu Board	8
5. Double Wall Mounted Menu Board	9
6. 50'Tall Flag Pole with 10'x 15' USA Flag	10



Signage Location Site Plan

Scale: 1" = 30'



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:

Rev:



3MTM MCSTM Warranty



THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THIS SIGN

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

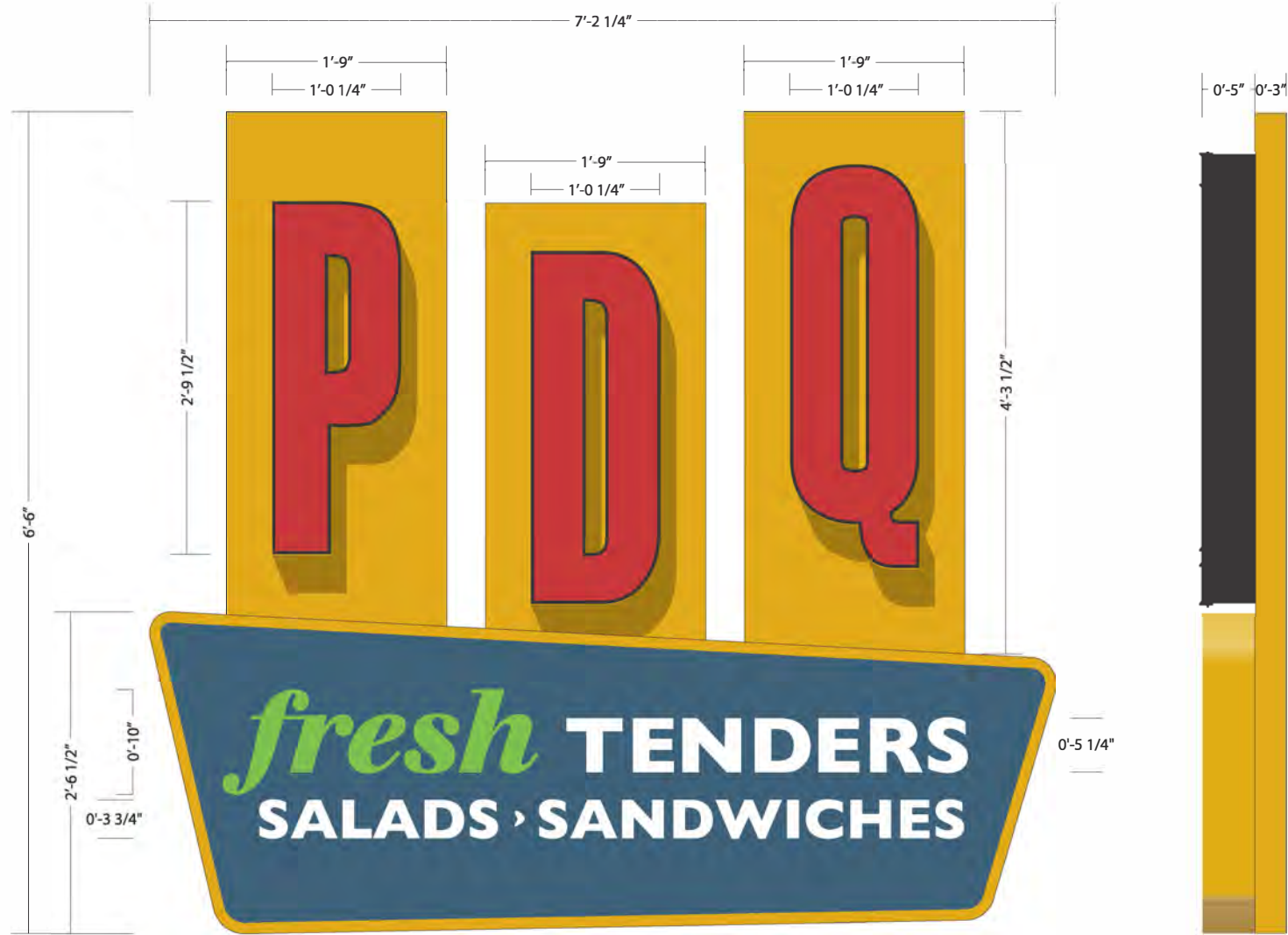
☐ Revise & Re-Submit
DATE:

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Page Sheet

2 2 OF 10

Local: 727-573-7757
Fax: 727-573-0328



1A - Illuminated Wall Sign

Scale: 3/4"=1'-0" | Square Feet: 46.73'

Scope of Work:

- Primary identity wall sign will feature Front Lit channel letters from aluminum construction with 5" deep pre-finished gloss black returns and 1" black jewelite as trim cap. Faces to be #2447 milk white acrylic faces overlaid with 3M #3630-73 Dark Red translucent vinyl.
- Channel letters to be mounted onto 3" deep aluminum constructed cabinets painted to match PMS 124C yellow with satin finish.
- Subcopy will feature aluminum constructed 5" deep channel with 1" retainer painted PMS 124C yellow. 3M # 3630-106 Brilliant Green vinyl to be used for "fresh" as shown.
- Internal illumination to be Red LEDs for Channel letters and White LEDs for subcopy cabinet.

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square which is drawn around this area. -Area limits. In all cases, wall sign areas refer to the area of copy rather than the area of the background. (1) Where an occupancy has no ground, roof or projecting sign on the same premises, 45 percent of the signable area may be used for copy. (2) Where an occupancy has a ground sign but no roof or projecting sign on the same premises, 30 percent of the signable area may be used for copy. (3) Where an advertiser has a projecting sign but no ground sign on the same premises, 15 percent of the signable area may be used for copy.
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



Proposed Condition - North Elevation

Scale: 3/32"=1'-0"



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CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:
Rev:



West Elevation

Scale: 3/16"=1'-0"

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square w
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



3M™ MCS™ Warranty



THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THIS SIGN.

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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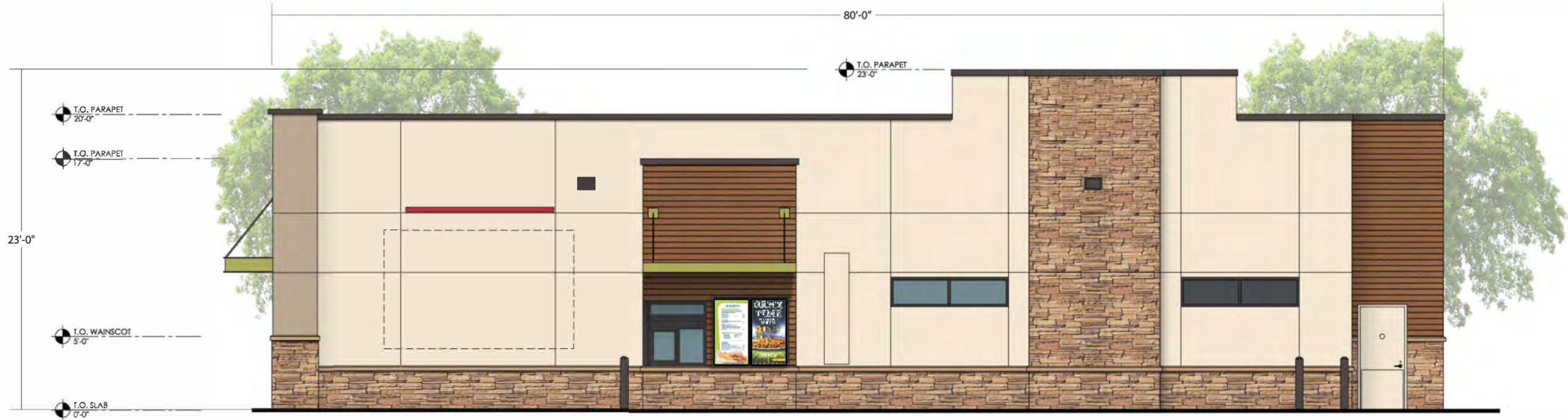
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S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate:	Project Team:
RW	BM
Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



South Elevation

Scale: 1/8"=1'-0"

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square w
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



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Approval:

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Project Identity Number:
77558

Sales Associate:	Project Team:
RW	BM
Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



East Elevation

Scale: 3/16"=1'-0"

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square w
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



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Approval:

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Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



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AND/OR OTHER APPLICABLE LOCAL CODES. THIS
INCLUDES PROPER GROUNDING AND BONDING
OF THIS SIGN

Approval:

☐ Approved
DATE: _____

☐ Approved as noted
DATE: _____

☐ Revise & Re-Submit
DATE: _____

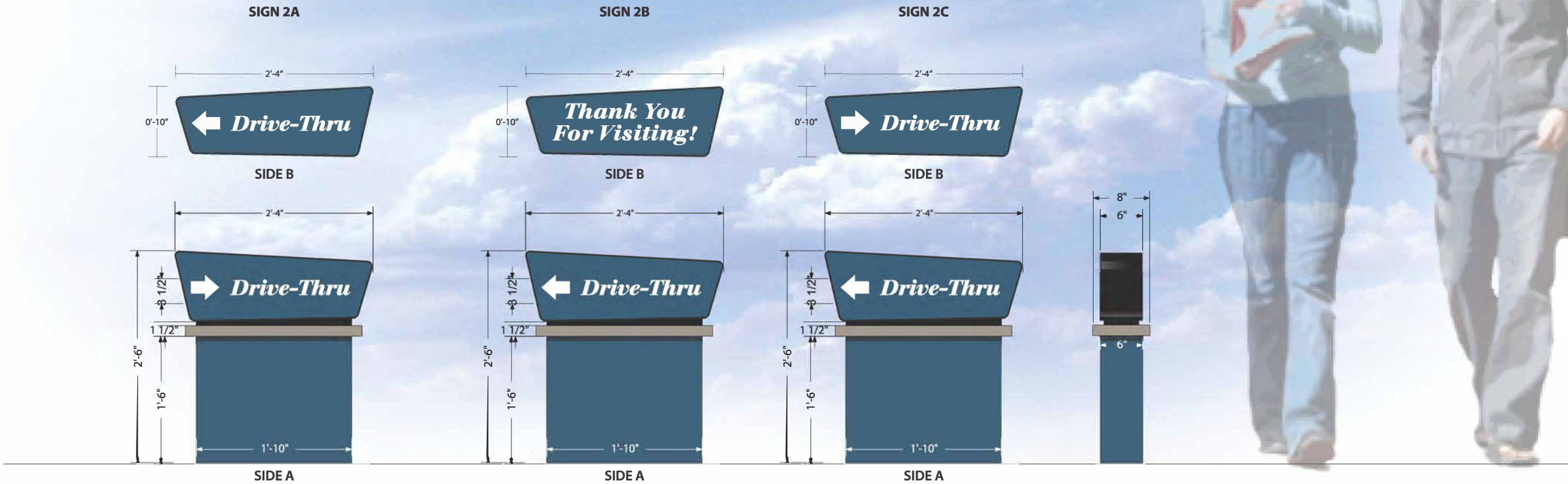
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Permit required?	NO
Number allowed (maximum):	NOT STIPULATED BY CODE; SUBJECT TO REVIEW BY PLANNING & COMMUNITY DEVELOPMENT
Size allowed (maximum):	6 SQ FT
Height restrictions? (Explain)	NOT STIPULATED BY CODE; SUBJECT TO REVIEW BY PLANNING & COMMUNITY DEVELOPMENT
Setback restrictions? (Explain)	NOT STIPULATED BY CODE; SUBJECT TO REVIEW BY PLANNING & COMMUNITY DEVELOPMENT
Engineering required? (Explain)	NO
Dir. signs included in total sq.ft.?	NO
Logo allowed / name allowed?	NO
Illumination allowed? (If not, explain)	YES
Other restrictions/comments:	N/A
Notes:	N/A



2A,2B,2C - D/F Non Illuminated Directional Signs (QTY: 3)

Square Feet: 2

Scale: 1"=1'-0"

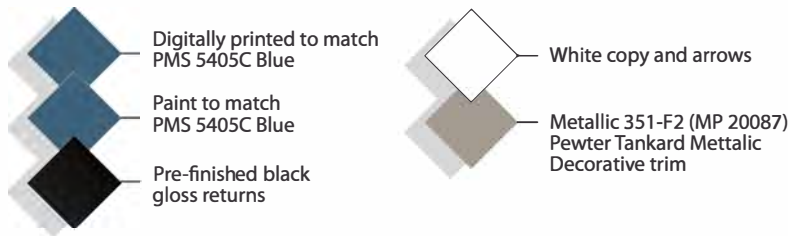
Scope of Work:

Directional signs to be from aluminum contruction with digitally printed graphics on aluminum faces conforming with client's color program.

MS base will feature aluminum angle internal frame and .080" aluminum skin painted to match PMS 5405C.

Decorative rail to be painted to match Metallic 351-F2 (MP 20087) Pewter Tankard Metallic.

PDQ logo to be digitally printed



Color Program



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Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



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Approval:

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DATE:

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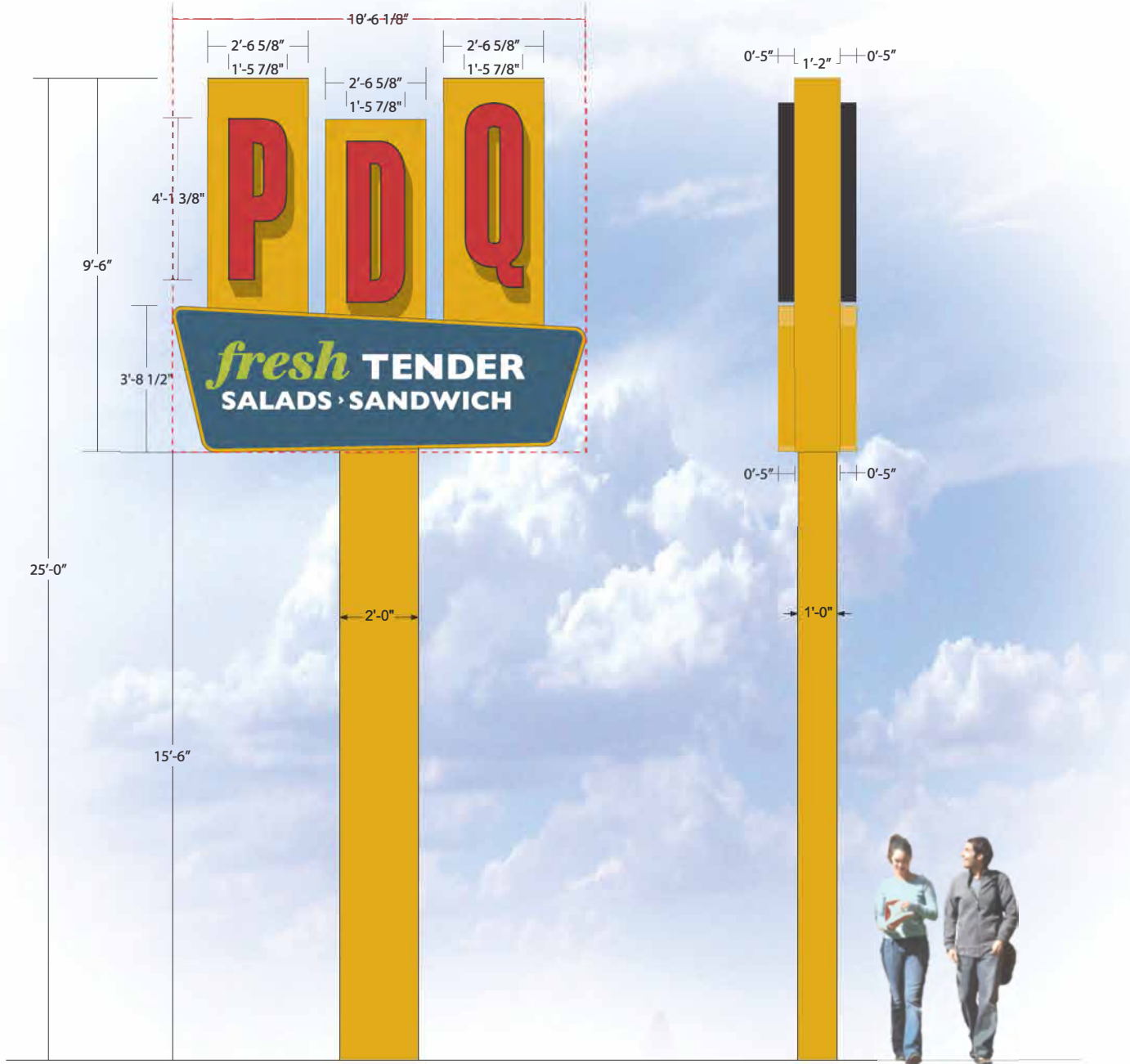
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3 - D/F Illuminated Pylon Sign

SCALE: 1/4" = 1'-0" | Square Feet: 99.84'

Scope of Work:

Primary identity DF pylon sign will feature Front Lit channel letters from aluminum construction with 5" deep pre-finished gloss black returns and 1" black jewelite as trim cap. Faces to be #2447 milk white acrylic faces overlayed with 3M #3630-73 Dark Red translucent vinyl. Backs to be clear

Subcopy will feature aluminum constructed 5" deep cabinet with 2" X 2" aluminum retainer to be used as trim cap and painted to match PMS 124C Yellow with satin finish.
Face to be .177 2447 white acrylic with digital print applied first surface. Digital print to be laminated with GPS Pylon pole support cover to be .080" aluminum.

Internal illumination to be Red LEDs for Channel letters and White LEDs for subcopy cabinet.

Number allowed (maximum):	1
Size allowed (maximum sq.ft) one side:	2-Lane Streets: 36 sq. ft. All other 4—6 lanes: 50 sq. ft. Orlando Ave., Aloma Ave., Lee Rd.: 100sq. Ft.
Are both sides counted toward square footage?	NO
Both pylons & monuments allowed?	YES
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Height restrictions (overall height.):	2-Lane Streets: 8 ft. All other 4—6 lanes: 20 ft. Orlando Ave., Aloma Ave., Lee Rd.: 25 ft.
Measure from crown or grade at install site?	GRADE AT INSTALL LOCATION
Pole cover or cabinet depth restrictions?	NO
Clearance restrictions?	PYLON-16' MIN FROM GRADE TO BOTTOM OF SIGN CABINET
Setback restrictions? (Explain)	A ground sign must be located entirely on private property behind the lot line.
Is setback measured from the leading edge or pole?	LEADING EDGE OF CABINET
Can the cabinet be changed on an existing pole sign?	YES-WITH PERMIT
Visibility triangle restrictions? (Explain)	MAY NOY OBSTRUCT DRIVER VISION WITHIN VISIBILITY TRIANGLE PER DOT STANDARDS
Feet between signs allowed?	N/A
Projection over public way allowed?	Where a ground sign projects over a vehicular traffic area such as a driveway or parking lot aisle, the minimum clearance between the bottom of the sign and the ground shall be 16 feet.
- If Yes; Dimensions:	16' FROM GRADE TO BOTTOM OF SIGN. MAY ONLY PROJECT OVER A DRIVEWAY OR PARKING LOT ISLE
Windload	PER ENGINEER
Other restrictions/comments:	N/A
Landscape Plan Required?	NO
Interior illumination allowed?	YES
Notes:	



Color Program



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S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:
Rev:



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Approval:

☐ Approved

DATE:

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DATE:

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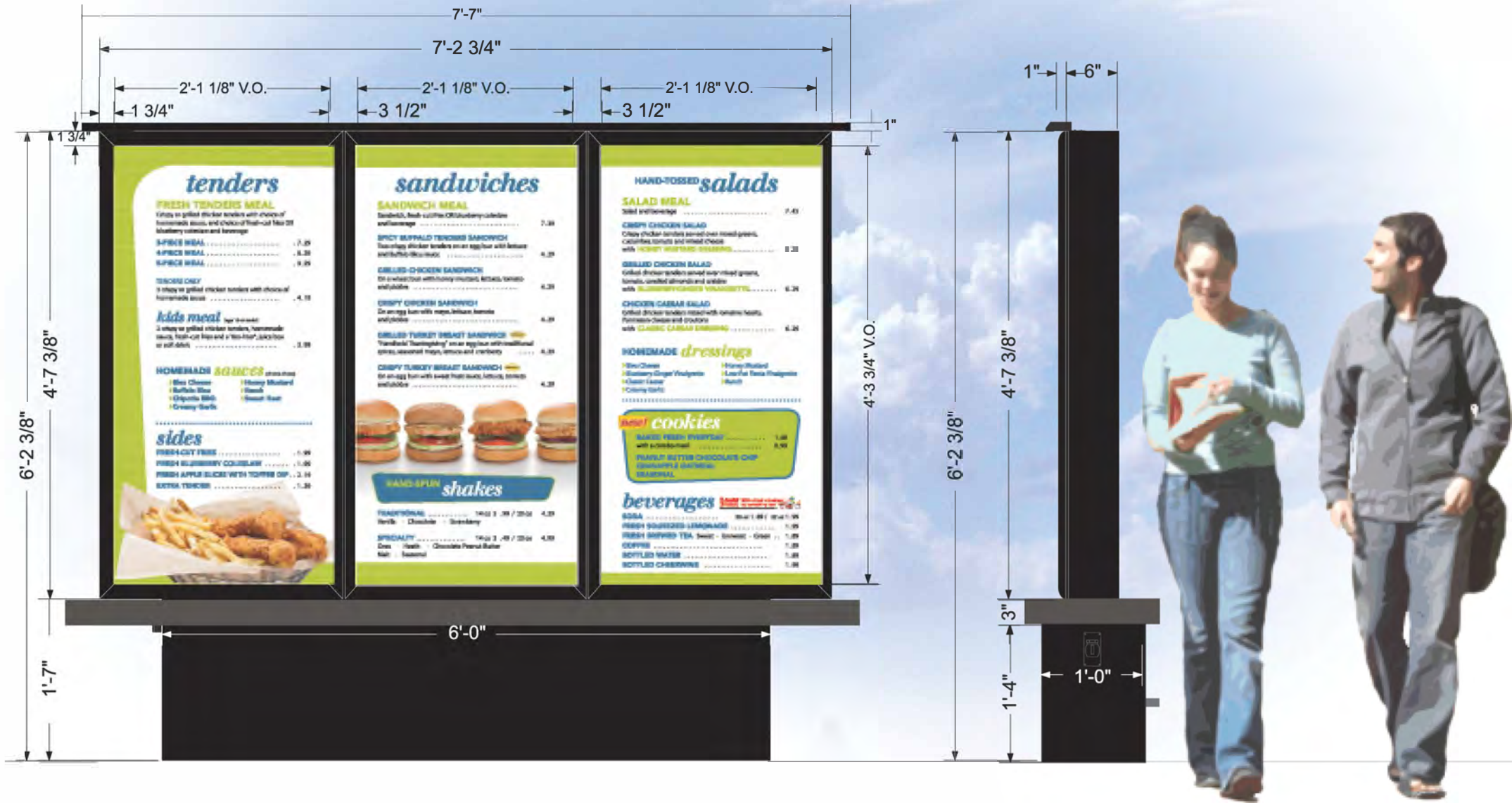
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Local: 727-573-7757
Fax: 727-573-0328

Number of Menu boards allowed	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed area	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed height	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Notes:	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.



- Digitally printed graphics on 17 mil. Duratex Backlit Film
- Black gloss returns, MS Base and frame system
- .177" Impact resistant non glare acrylic panels (FRONT)
- .177" #2447 Milk white acrylic
- Akzo Nobel Black Gloss Finish

Color Program

4 - S/F Illuminated Triple Panel Menu Board

Scope of Work:

Menu board will feature 6" deep extruded aluminum cabinet with an aluminum snap frame, front loading exchangeable graphics system. Full color digitally printed graphics on 17mil. Matte Duratex Rigid Backlit Film "sandwiched" between a .177" #2447 milk white acrylic and an impact resistant .177" matte clear acrylic. Menu board will feature a brake-formed aluminum rain cover. Monument base to feature internal aluminum angle framing and .080" aluminum skin painted black with gloss finish.

Menu board display to be painted Akzo Nobel black with gloss finish.
Internal illumination provided by DHO Fluorescent lamps and an energy efficient ballast system.

CLIENT TO PROVIDE SITE SPECIFIC TRIPLE MENU BOARD GRAPHICS.

Agenda Packet Page 119

SCALE: 3/4" = 1'-0"



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Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:
Rev:



Number of Menu boards allowed	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed area	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed height	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Notes:	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.



AKZO NOBEL BLACK
GLOSS FINISH
.177" IMPACT RESISTANT
NON GLARE ACRYLIC
PANELS (FRONT)
.177" #2447 MILK WHITE
ACRYLIC

Color Program

NOTE: SITE SPECIFIC GRAPHICS TO BE PROVIDED BY OTHERS

5 - S/F Illuminated Single Panel Menu Board

Scope of Work:

Menu board cabinets to be constructed of 3" channel returns snap frame, front loading exchangeable graphics system.

Menu board display structures to be painted Akzo Nobel black with gloss finish.
Internal illumination provided by engery efficient LED lighting. Led lighting by Agilight Signrays Pro 260 1G3 B LEDs

SCALE: 3/4" = 1'-0"



Proposed Condition -South Elevation



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city commission public hearing

Item type	Public Hearing	meeting date	July 24, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request To Amend a Previous Lot Consolidation and Use Restriction Declaration to Allow the Lakefront Portion of 1251 Lakeview Drive to be Relocated.

The owners of the two properties at 1251 and 1234 Lakeview Drive are asking amend a previous City approval and recorded "use restriction declaration" to allow the lakefront portion of the property serving 1251 Lakeview Drive, which is now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive, to be relocated to the north. It would then be located between the homes at 1230 Lakeview Drive and the new proposed home at 1234 Lakeview Drive, with the same general lot size dimensions and maintaining the same use restrictions.

Planning and Zoning Board Recommendation:

Motion made by Raymond Waugh, seconded by Laura Turner to amend a previous lot consolidation approval and use restriction declaration to allow the lakefront portion of the property servicing 1251 Lakeview Drive, which is now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive, to be relocated to the north. Motion carried unanimously with a 5-0 vote.

Summary: In 2015 the City approved a request to consolidate the two properties of 1251 Lakeview Drive and 1252 Lakeview Drive into one property. That enabled the non-lakefront home at 1251 Lakeview Drive to be used as the site for the principal single family residence and allow the lakefront portion at 1252 Lakeview Drive to be used for accessory structures permitted by Code such as a guest house, swimming pool, etc. subject to certain conditions. To have those conditions "run with title to the land", that approval and conditions attached thereto were recorded in a "Use Restriction Declaration" pertaining to the combined property at 1251 Lakeview Drive, which is now both the lakefront and non-lakefront parcels.

The property was subsequently purchased by Mr./Mrs. Seidel, in May, 2016, who received approval to build a swimming pool and pool cabana building on that lakefront portion of the property from the P&Z Board in September, 2016.

In the interim the adjacent property to the north at 1234 Lakeview Avenue was purchased in September 2016. The new owners' intentions are to demolish the existing home and rebuild a new lakefront home (which will need P&Z approval). Given that scenario, the Seidel's have reached an agreement to swap parcels, allowing their lakefront parcel to be moved to the north adjacent to the home at 1270 Lakeview Drive.

The advantage to the owner of the 1234 Lakeview property is that they pick up a little more land (about 2,000 sf) and avoid a design issue with a major tree on the neighbor's property. The advantage to the Seidel's is that the new location of this lakefront parcel lines up with their home and provides a better 'lake view'.

The change in the land area of the lakefront parcel is minimal. The width at the new location is 45.33 feet at the front and the back. The width on the existing lakefront parcel is 50 feet wide at the street and 70 feet wide at the lake. The size of the lakefront parcel at the new location is approximately a 2,000 sf reduction from the existing lakefront parcel size.

Use Restriction Declaration: The "Use Restriction Declaration" is recorded in the public records based on the previous location and previous legal descriptions and it can only be amended via this action. A new "Use Restriction Declaration" is to be recorded with the exact same text but swapped locations/legal descriptions.

Use of the new 1251 Lakeview Drive (lakefront) parcel: The Seidel's plan to build the same lakefront cabana building and swimming pool that was approved by P&Z in September 2016 on this now 7,858 square foot lakefront parcel (see plan attached). The pool cabana building is a one-story 720 square foot building (including the covered breezeway) with a covered rear deck of 330 square feet (which does not count in the FAR). The total FAR is 9.2%. The building meets the established front setback and is in line with the adjacent homes. The swimming pool is also within the required 50 foot lakefront setback. The proposed cabana building, swimming pool, driveway and parking spaces will have an impervious coverage within the maximum 50%. The majority of the canopy of the major live oak tree on the neighbor's property hangs over this property. It does not interfere with the Seidel's plans. However, if this swap did not take place then a large part of that live oak canopy would have needed to be removed for the new home, which is not necessary now due to this smaller degree of new construction for the pool cabana and swimming pool.

Use of the new 1234 Lakeview Drive (lakefront) parcel: Sometime in the future, the new home proposed for this property will be reviewed and approved by the P&Z Board, following notice to neighbors, subject to the normal lakefront review criteria of Section 58-87. You will note the "Access and Temporary Easement Agreement in the attached materials. This is an agreement that the Seidel's entered into with the Foley's, the owners of the home at 1270 Lakeview Drive because the only way to get into the Foley's basement is to travel over a portion of the 1234 Lakeview property. That agreement 'runs with title to the land' so the new owners will need to design their new home accordingly.

Future Dock/Boathouse: Both lakefront parcels now have dock/boathouses and both wish to rebuild them located next to each other with no side setbacks in order to maximize their lake views. This approval allows for the establishment of the zero foot setbacks between dock/boathouses, as requested.

Planning and Zoning Board Minutes – July 11, 2017:

REQUEST OF MR/MRS SEIDEL AND THE 1234 LAKEVIEW TRUST TO: AMEND A PREVIOUS LOT CONSOLIDATION APPROVAL AND USE RESTRICTION DECLARATION TO ALLOW THE LAKEFRONT PORTION OF THE PROPERTY SERVING 1251 LAKEVIEW DRIVE, WHICH IS NOW LOCATED BETWEEN THE HOMES AT 1234 LAKEVIEW DRIVE AND 1270 LAKEVIEW DRIVE, TO BE RELOCATED TO THE NORTH.

Planning Manager, Jeff Briggs presented the Staff Report and explained that the owners of the two properties at 1251 and 1234 Lakeview Drive are asking amend a previous City approval and recorded “use restriction declaration” to allow the lakefront portion of the property serving 1251 Lakeview Drive, which is now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive, to be relocated to the north. It would then be located between the homes at 1230 Lakeview Drive and the new proposed home at 1234 Lakeview Drive, with the same general lot size dimensions and maintaining the same use restrictions.

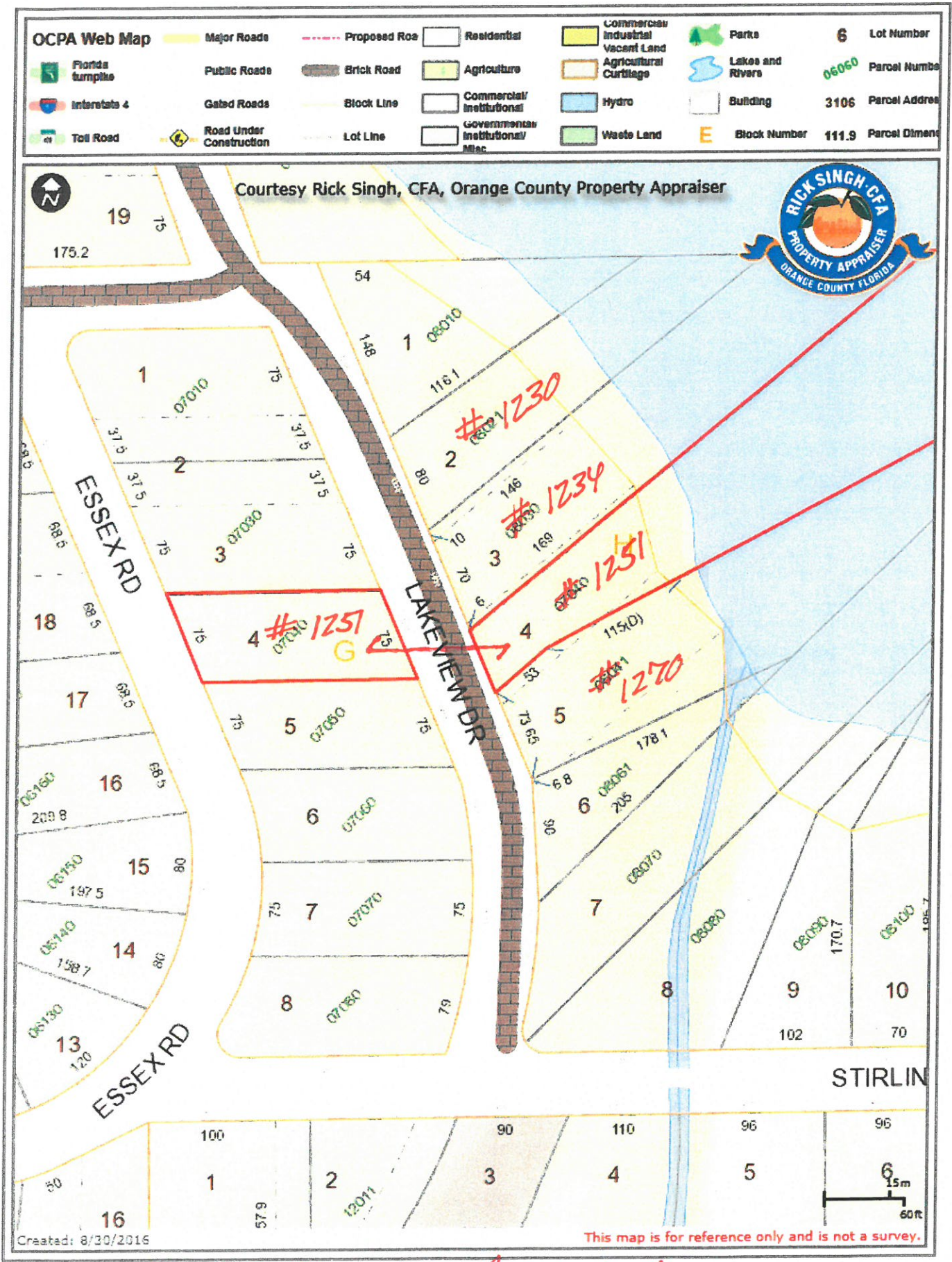
Mr. Briggs went on to give the background regarding the consolidation of properties at 1251 Lakeview Drive and 1252 Lakeview Drive and how all of the conditions of approval would remain but now apply in the new location of the lakefront portion of 1251 Lakeview Drive.

The applicant, Mr. Greg Seidel, offered to answer any questions. There was no other public comment. The public hearing was closed.

The Planning Board members agreed that nothing was really changing except for the location of the lakefront cabana and pool building. They agreed that preserving the nice live oak tree was a positive benefit from this swap of lakefronts.

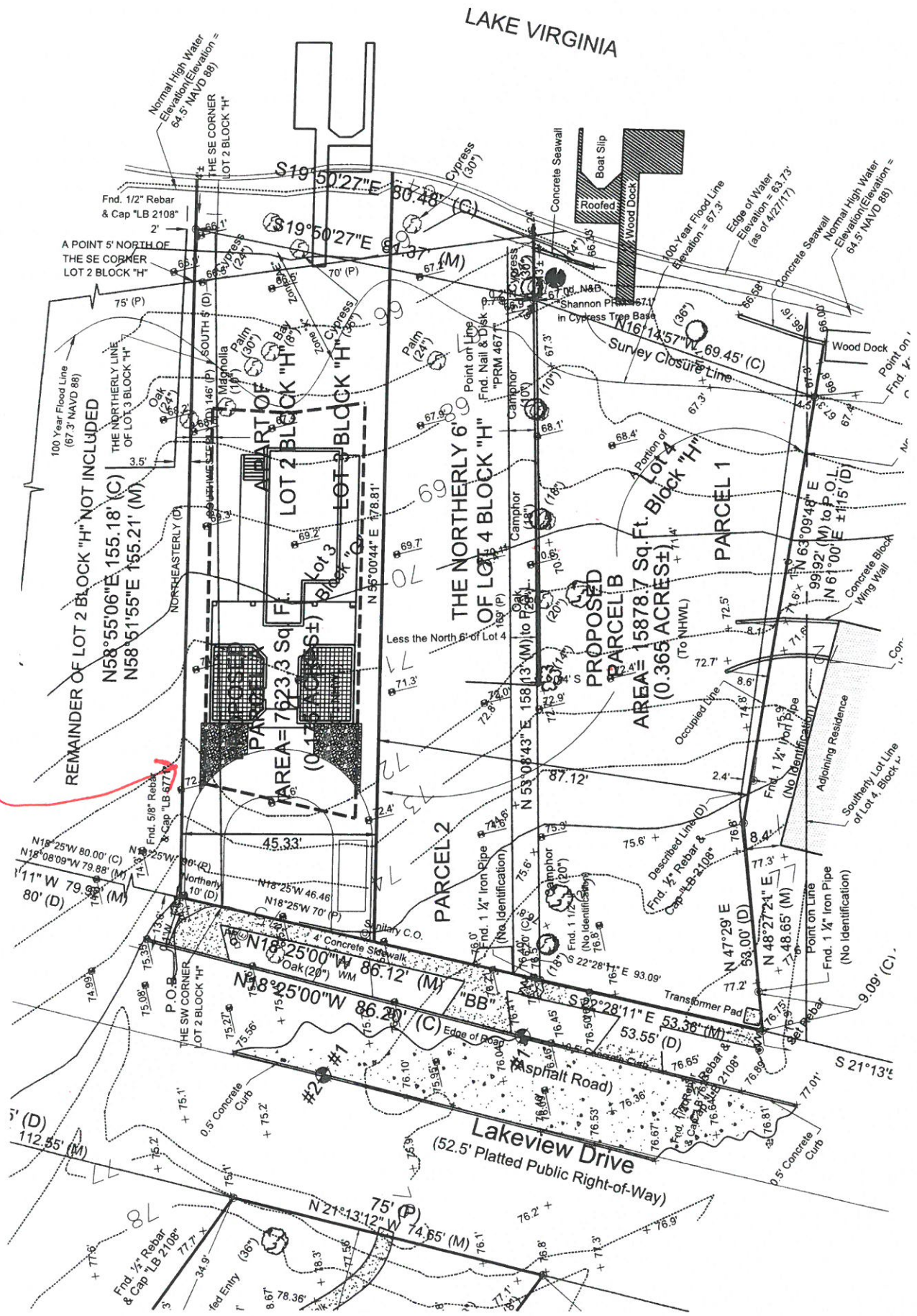
Motion made by Raymond Waugh, seconded by Laura Turner to amend a previous lot consolidation approval and use restriction declaration to allow the lakefront portion of the property servicing 1251 Lakeview Drive, which is now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive, to be relocated to the north and to approve the new location plan for the cabana and pool for 1251 Lakeview Drive.

Motion carried unanimously with a 5-0 vote.



Current Ownership Arrangement

Cabana/Swimming Pool Site Plan (Relocated)



Existing Use Restriction Declaration

THIS INSTRUMENT PREPARED BY:

Mary Rebecca Wilson, Esq.
215 North Eola Drive,
Orlando, FL 32801
407-418-4600

Return to:
City Clerk
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

DOCH 20150138760 B: 10891 P: 3134
03/19/2015 08:53:07 AM Page 1 of 7
Rec Fee: \$61.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: CITY OF WINTER PARK



USE RESTRICTION DECLARATION

THIS USE RESTRICTION DECLARATION made this 2ND day of MARCH, 2015, by JOSEPH PASSALACQUA, as MANAGING PARTNER of PASSALACQUA LP, a Florida limited partnership, whose mailing address is 1251 Lakeview Drive, Winter Park, Florida 32789 ("Owner"), in favor of the CITY OF WINTER PARK, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 401 Park Avenue South, Winter Park, Florida 32789 (the "City").

RECITALS

WHEREAS, Owner is the owner of that certain real property more particularly described as set forth in Exhibit "A" attached hereto, which property (the "Property") is located within the corporate limits of the City; and

WHEREAS, the Property is a consolidation of two formerly separate taxable parcels, as described on Exhibit "B" attached hereto (the "1251 Parcel" and the "1252 Parcel", respectively); and

WHEREAS, Section 58-71 (i) (8) of the Code of Ordinances of the City of Winter Park (the "Code") provides that guesthouses or garage apartments are permitted accessory uses when they provide accommodations for guests, domestic service employees or members of a family occupying the main building on the same property; and

WHEREAS, Section 58-71 (i) (8) of the Code further provides that guesthouses or garage apartments shall not exceed 1,000 square feet of floor area and prohibits such guesthouses or garage apartments, as permitted accessory uses, from having a kitchen area or cooking facilities, separate utility meters, and from being rented, let or hired out for occupancy whether compensation be paid directly or indirectly; and

WHEREAS, Sections 58-71 (i) (8) and 58-392 of the Code of Ordinances of the City of Winter Park further require that in order to protect the City from a proliferation of prohibited nonconforming rental uses, all applicants for building permits for guesthouses or garage apartments, or for the substantial improvement of same, must record a deed restriction outlining the above restrictions and conditions of that building permit; which deed restriction

shall be recorded prior to the issuance of the building permit and shall be removed only with the consent of the City.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby declares the following:

1. The above recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. The Property as described in Exhibit "A" attached hereto is subject to the restrictions identified in the above referenced provisions of Sections 58-71 and 58-392 of the Code, as said section may from time to time be amended.

3. Owner hereby further declares and warrants that Owner has fee simple title and full right and interest in and to the Property and represents that no other parties other than those signing this document have any legal or equitable right, title or interest to the Property.

4. Owner hereby declares that any guest house or garage apartment located on the Property shall be used only for providing accommodation for guests, domestic service employees or members of the family occupying the main building on the Property and shall not be rented, leased or hired for occupancy, whether for direct or indirect compensation, and shall not be equipped with a kitchen area or cooking facilities and/or separate utility meters and that this restriction shall run with the Property and shall bind the Owner and his successors and assigns.

5. Unless otherwise agreed to by the City, all liens, mortgages and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Use Restriction Declaration. It shall be the responsibility of the Owner to promptly obtain the said subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of the Use Restriction Declaration.

6. Owner hereby agrees to limit development as follows:

(a) If Owner builds a guest house or pool cabana up to 1,000 square feet on the 1252 Parcel, then Owner hereby further declares that the main residence located at the 1251 Parcel will be limited to a residence up to 4,500 square feet. Any plans for a garage apartment or pool cabana to be built on the 1252 Parcel shall require approval from the City's Planning and Zoning Board pursuant to Section 58-87 of the Code.

(b) Alternatively, if Owner does not build a guest house or pool cabana on the 1252 Parcel, the 1251 Parcel may be developed as a residence of up to 5,200 square feet if the home is built in accordance with the special setbacks set forth in Section 58-65 of the Code.

7. Enforcement and Remedies. If Owner, or its successors or assigns, fails to conform with the above stated terms and provisions of this Use Restriction Declaration, it shall be lawful for the City to maintain a proceeding in any court of competent jurisdiction in Orange County, Florida, to seek specific performance of this Use Restriction Declaration for the purpose

of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be the sole remedies available to the City and the prevailing party shall be entitled to attorneys' fees and costs arising out of any such litigation.

8. Modification or Termination. The terms of this Use Restriction Declaration may be modified or terminated only by written instrument signed by each of the parties hereto, or the successors and assigns of the parties hereto.

9. Binding Covenant. This Use Restriction Declaration shall be recorded in the Public Records of Orange County, Florida, and shall run with the title to the Property and the benefits and burdens hereof shall bind and inure to the benefit of all heirs, personal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has hereunto executed this document as of the day and year first written above.

Signed, sealed and delivered in the presence of: **PASSALACQUA LP**, a Florida limited partnership

Jane Chonody
Print Name: Jane Chonody

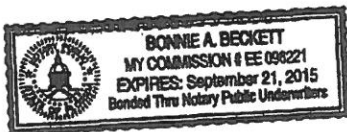
Joseph Passalacqua
By: _____
Name: : JOSEPH PASSALACQUA
Title: : MANAGING PARTNER

KENNIFER HSSAN
Print Name: KENNIFER HSSAN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2ND day of MARCH, 2015, by Joseph Passalacqua as MANAGING PARTNER of PASSALACQUA LP, a Florida limited partnership, on behalf of the limited partnership, who is ☒ is personally known to me or ☐ who produced _____ as identification.

(NOTARY SEAL)



Bonnie A. Beckett
Notary Public Signature

BONNIE A. BECKETT
(Name typed, printed or stamped)

WITNESSES:

Michelle Bernstein
Michelle Bernstein
(print)

Michelle del Valle Kerner
Michelle del Valle Kerner
(print)

CITY OF WINTER PARK, FLORIDA

By: Kenneth W. Bradley
Kenneth W. Bradley, Mayor

ATTEST:

By: Cynthia S. Bonham
Cynthia S. Bonham, City Clerk

Date: 1-26-15



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of March, 2015, by Kenneth W. Bradley, Mayor of the City of Winter Park, Florida (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Michelle Bernstein
Notary Public – State of Florida
Print Name: _____
My Commission expires: _____



EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 4, Block G, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

AND TOGETHER WITH

Lot 4 (less the North 6 feet), and beginning at the Northeast corner of Lot 5 run South to point 45 feet South of the Northeast corner of Lot 6; thence Northwesterly to point 6.8 feet North of the Southwest corner of Lot 5; thence North to Northwest corner of said Lot 5; thence East to point of beginning, all in Block H, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

EXHIBIT "B"
LEGAL DESCRIPTION OF THE 1251 PARCEL

Lot 4, Block G, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

LEGAL DESCRIPTION OF THE 1252 PARCEL

Lot 4 (less the North 6 feet), and beginning at the Northeast corner of Lot 5 run South to point 45 feet South of the Northeast corner of Lot 6; thence Northwesterly to point 6.8 feet North of the Southwest corner of Lot 5; thence North to Northwest corner of said Lot 5; thence East to point of beginning, all in Block H, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

Existing Access Agreement w/ Foley's c 1270 Lakeview

Prepared By:

Wiley S. Boston, Esq.
Holland & Knight, LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

DOC# 20160271314
05/25/2016 04:21:19 PM Page 1 of 11
Rec Fee: \$95.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: STEPHEN F BROOME PA



ACCESS AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS ACCESS AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made and entered into effective as of the 6th day of May, 2016, between **GREGORY S. SEIDEL and VALERIE L. SEIDEL**, husband and wife, whose post office address is 1250 RICHMOND RD WINTER PARK 32789 (collectively, the "Grantor") and **PETER F. FOLEY, III and ANTOINETTE D. FOLEY**, husband and wife, whose post office address is 1270 Lakeview Drive, Winter Park, Florida 32789 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the contract purchaser of certain real property in Orange County, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Grantor Parcel")

WHEREAS, Grantee is the owner of certain real property located next to the Grantor Parcel, as more particularly described on **Exhibit B** attached here and made a part hereof (the "Grantee Parcel")

WHEREAS, Grantee is the owner of a wall adjacent to the Grantor Parcel that encroaches upon the Grantor Parcel, as more particularly illustrated on **Exhibit C** attached here and made a part hereof (the "Encroaching Wall")

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants to the Grantee, subject to the terms and conditions of this Agreement, a non-exclusive surface easement for ingress and egress to the Grantee Parcel (the "Access Easement") upon and across the southerly seven and one half (7.5) feet of the Grantor Parcel, but excluding any portion of the Grantor Parcel that is located within ten (10) feet of the waters of Lake Virginia (the "Access Easement Property"), plus, so

long as the existing utility box remains within the Access Easement, access rights to the Access Easement from the present location of the driveway curb-cut for the Grantor Parcel, or from the future curb-cut location if relocated.

2. Grant of Temporary Construction Easement. Grantee hereby grants to Grantor a non-exclusive easement (the "Construction Easement") across the northerly fifteen (15) feet of the Grantee Parcel to relocate and reconstruct portions of the Encroaching Wall, to regrade and harmonize the properties, and to relocate, co-locate and harmonize utility lines, all as generally illustrated on **Exhibit C** attached hereto (collectively, the "Construction Work"). Before beginning the Construction Work, Grantor will submit to Grantee for approval a construction detail documenting how soil will be retained so as not to create soil and water erosion on the Grantee Parcel or cause flooding of Grantee's garage.


3. Construction. All work as herein permitted shall be performed by contractors fully insured and licensed to do the work undertaken and in a safe, diligent and workman-like manner in compliance with applicable laws and regulations. Grantee shall be listed as an additional insured for any work performed on the Grantee Parcel. Grantee shall not construct any improvement or modification upon the Access Easement Property, nor will Grantee engage in any use of the Access Easement Property which is inconsistent with or interferes with the rights of the Grantor under this Easement Agreement.

4. Maintenance of Easement Property. Grantee shall keep the Access Easement Property free from trash, debris, and safety hazards arising from Grantee's entry or use. Grantor and Grantee shall use the Access Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Access Easement Property.

5. Liens. In the event that any lien shall be filed against any portion of the Grantor Parcel as a result of Grantor's use of the Construction Easement, then in such event, Grantor shall cause such lien to be released or transferred to bond within thirty (30) days after the filing of such lien. In the event that Grantor shall fail to cause any such lien to be released or transferred to bond within such thirty (30) day period, Grantee may, at its sole discretion, cause such lien to be released or transferred to bond, and Grantor shall pay to Grantee upon demand all amounts expended by Grantee to cause such lien to be released or transferred.

6. Indemnity. (a) Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any loss, cost or damage, including without limitation reasonable attorneys' fees, caused by personal injury (including death) or property damage arising solely from any entry by Grantee or its agents, employees or contractors onto the Access Easement Property or Grantor Parcel in connection therewith.

(b) Grantor hereby agrees to indemnify, defend and hold harmless Grantee from and against any loss, cost or damage, including without limitation reasonable attorneys' fees, caused by personal injury (including death) or property damage arising solely from any entry by Grantor or its agents, employees or contractors onto the Grantee Parcel. Grantor shall be responsible for any pre-existing or undisclosed defects not waived by Grantee, and its total liability to Grantee in connection with performance of the Construction Work shall be limited to the cost of the


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Construction Work. Notwithstanding the foregoing, if the Construction Work causes erosion or flooding, Grantor will be responsible for all fees and damages associated with such damage, erosion or flooding on the Grantee Parcel.

7. No Prescriptive Rights or Adverse Possession. Grantor and Grantee acknowledge that no past or present use of any or all of the Grantor Parcel shall serve to confirm or create any additional prescriptive easement, adverse possession, or other property right in favor of Grantee, other than the Access Easement created by this instrument, and Grantee hereby releases, settles, and discharges any claim of implied easement, prescriptive easement, easement by implication, or other easement right over any portion of the Grantor Parcel except for and excluding the Access Easement.

8. Redevelopment. The purpose of the Access Easement is to allow for access to the side entrance of the dwelling that is located on the Grantee Parcel as of the date of this Agreement. Upon redevelopment resulting in the elimination of the existing garage use, or demolition of the dwelling on the Grantee Parcel, the Access Easement will automatically expire, and be deemed terminated and released. The Construction Easement will automatically expire, and be deemed terminated and released, on the last day of the thirty-sixth (36th) month following the date of this Agreement.

9. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Grantor Parcel or the Grantee Parcel.

10. Cooperation. Grantee shall reasonably cooperate with Grantor, at no expense to Grantee, in identifying existing conditions and obtaining all permits and approvals for the Construction Work and for Grantor's work on the Grantor Parcel in accordance with the Use Restrictions Declaration recorded March 19, 2015 at Book 10891, Page 3134, Official Records of Orange County, Florida, and shall promptly execute and deliver any reasonable applications, requests, and consents that might be required.

11. Rights Reserved to Grantor. Grantee recognizes and acknowledges that the Access Easement is nonexclusive in nature. Grantor, and successors in title, shall continue to have the right to use the Access Easement Property for any purpose(s) not inconsistent with the terms of this Agreement, including but not limited to:

i. The right to use the Access Easement Property at any and all times and for any and all purposes that do not permanently obstruct access across the Access Easement Property, including but not limited to reasonable landscaping and gated fencing; and

ii. The right and privilege at any time and from time to time to make grants, easements, licenses and privileges to other persons or entities, over, under, upon and with respect to the Access Easement Property, for access or utility purposes or other purposes or uses that will not impede or materially interfere with the Grantee's use of the Access Easement Property for the purposes and in the manner described in this Agreement; and

iii. The right, but not the obligation, to lay out and plat or dedicate streets, roadways, pedestrian walkways, or utility easements along, over, under and across the Access



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Easement Property and to convey the same or the area so laid out or any interest therein to any county or other governmental authority, utility company, the general public or any private entity, so long as such conveyance is subject to the terms of this Agreement and does not impede or materially interfere with Grantee's use of the Access Easement Property for the purposes and in the manner described in this Agreement. The Access Easement shall not be deemed to establish any right for Grantee to park or store vehicles on the Access Easement Property.

12. Notices.

(a) Any notice or other like communication from one party to the other party pursuant to this Agreement shall be in writing and shall be delivered by (i) hand, (ii) registered or certified mail, return receipt requested, or (iii) recognized overnight mail courier service (e.g., Federal Express, or DHL), addressed:

In the case of Grantor:

Gregory S. Seidel and Valerie L. Seidel

Or, in the case of Grantee:

Peter F. Foley, III And Antoinnette D. Foley
1270 Lakeview Drive
Winter Park, Florida 32789

(b) Any notice sent pursuant to the terms of this Agreement shall be deemed to have been given (i) on the date the same was delivered by hand, (ii) three (3) business days after same was deposited in the United States Mail, registered or certified mail, with postage thereon fully prepaid, or (iii) one (1) business day after deposited with any recognized overnight mail courier service sent via overnight delivery addressed as herein above provided.

(c) Each party hereto shall have the right to designate a different notice address by notice given to the other party in accordance with the foregoing provisions of this Section.

13. Governing Law. This agreement shall be governed by the laws of the State of Florida.

14. Attorneys' Fees. If there is litigation to enforce or interpret this agreement, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

15. Contingency. This Agreement is made wholly contingent upon purchase of the Grantor Property by Grantor or by Grantor's assignees.



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IN WITNESS WHEREOF, the undersigned have executed this Agreement on this 6th
day of may, 2016.

Signed in the presence of
two witnesses

GRANTOR:

(Sign) [Signature]
(Print Name) William Smith

[Signature]
Gregory S. Seidel

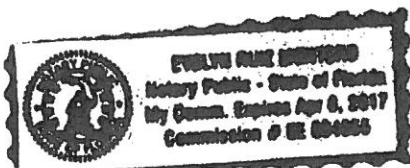
(Sign) [Signature]
(Print Name) Alicia Barker

[Signature]
Valerie L. Seidel

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of
May, 2016, by Gregory S. Seidel and Valerie L. Seidel, husband and wife, who
are personally known to me or who have produced _____ as
identification.



[Signature]
(Print) Evelyn Ruiz Montero
Notary Public-State of Florida
Commission Number: EE884955
My Commission Expires: 4/08/2017

[Handwritten initials]

[SIGNATURES ON FOLLOWING PAGES]



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IN WITNESS WHEREOF, the undersigned have executed this Agreement on this 6th
day of May, 2016.

GRANTEE:

Signed in the presence of
two witnesses

(Sign) [Signature]
(Print Name) Tram Boche

(Sign) [Signature]
(Print Name) Brian Ausum

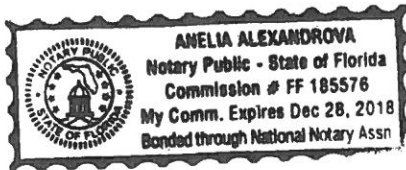
[Signature]
Peter F. Foley, III

[Signature]
Antoinette D. Foley

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of
May, 2016, by Peter F. Foley, III and Antoinette D. Foley, husband and wife,
who are personally known to me or who have produced [Signature] as
identification.



[Signature]
(Print) Anelia Alexandrova
Notary Public-State of Florida
Commission Number: FF185576
My Commission Expires: 12/28/18

[Signature]

[Signature]

EXHIBIT A

Lot 4 (less the North 6 feet), and beginning at the Northeast corner of Lot 5 run South to point 45 feet South of the Northeast corner of Lot 6; thence Northwesterly to point 6.8 feet North of the Southwest corner of Lot 5; thence North to Northwest corner of said Lot 5; thence East to point of beginning, all in Block H, VIRGINIA HEIGHTS, according to the Plat thereof recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

LESS AND EXCEPT THEREFROM THE FOLLOWING LAND AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED JANUARY 15, 1976 IN OFFICIAL RECORDS BOOK 2672, PAGE 1345, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TO WIT:

Parcel "X": Begin on the Westerly line of Lot 5, Block "H", VIRGINIA HEIGHTS, according to the Plat thereof recorded in Plat Book G, Page 107, Public Records of Orange County, Florida, at a point 6.8 feet Northerly from the Southwesterly corner of said Lot 5; run thence North 21 degrees 40 minutes West 73.65 feet along the Easterly right of Way line of Lakeview Drive, thence North 47 degrees 29 minutes East 53 feet, thence North 61 degrees 0 minutes East 115 feet more or less to the waters of Lake Virginia, thence Southeasterly along the waters of Lake Virginia 98 feet more or less to a point which bears North 65 degrees 35 minutes East from the point of beginning, thence South 65 degrees 35 minutes West 178.1 feet more or less to the point of beginning.



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EXHIBIT B

Begin at the Westerly line of Lot 5, Block H, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida, at a point 6.8 feet Northerly from the Southwesterly corner of said Lot 5, run thence North 21 degrees 40' West 73.65 feet along the Easterly right of way line of Lakeview Drive, thence North 47 degrees 29' East 53 feet, thence North 61 degrees 0' East 115 feet more or less to the waters of Lake Virginia, thence Southeasterly along the waters of Lake Virginia 98 feet more or less to a point which bears North 65 degrees 35' East from the point of beginning, thence South 65 degrees 35' West 178.1 feet more or less to the point of beginning.





Boundary Survey

Legal Description:

Parent Tract
Parcel 1:
Lot 4, Block G, VIRGINIA HEIGHTS, according to the plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

AND TOGETHER WITH

Lot 4 (less the North 6 feet), and beginning at the Northeast corner of Lot 5 run South to point 45 feet South of the Northeast corner of Lot 6; thence Northwesterly to point 6.8 feet North of the Southwest corner of Lot 5; thence North to Northwest corner of said Lot 5; thence East to point of beginning, all in Block H, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

LESS AND EXCEPT THEREFROM THE FOLLOWING LAND AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED JANUARY 15, 1976 IN OFFICIAL RECORDS BOOK 2672, PAGE 1345, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TO WIT:

Parcel "X": Begin on the Westerly line of Lot 5, Block "H", VIRGINIA HEIGHTS, according to the plat thereof recorded in Plat Book G, Page 107, Public Records of Orange County, Florida, at a point 6.8 feet Northerly from the Southwest corner of said Lot 5, run thence North 21 degrees 40 minutes West 73.65 feet along the Easterly right of way line of Lakeview Drive, thence North 47 degrees 29 minutes East 53 feet, thence North 61 degrees 0 minutes East 115 feet more or less to the waters of Lake Virginia, thence Southeastly along the waters of Lake Virginia 98 feet more or less to a point which bears North 65 degrees 35 minutes East from the point of beginning, thence South 65 degrees 35 minutes West 178.1 feet more or less to the Point of Beginning.

Parcel 2:
ALL OF LOT 3 AND THE NORTHERLY 6 FEET OF LOT 4, BLOCK "H", OF VIRGINIA HEIGHTS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "G", PAGE 107, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; ALSO BEGIN AT THE SW CORNER OF LOT 2, OF SAID SUBDIVISION AND RUNNING NORTHERLY 10 FEET THENCE NORTHEASTERLY TO A POINT 5 FEET NORTH OF THE SE CORNER OF SAID LOT 2, THENCE SOUTH 5 FEET TO THE SE CORNER OF SAID LOT, THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING, ORANGE COUNTY, FLORIDA.

-Site Benchmark Information-

#1
Set Nail and Disk "LB 7623" in Concrete Curb.
Elevation: 75.87'

#2
Set Nail and Disk "LB 7623" in asphalt roadway.
Elevation: 79.41'

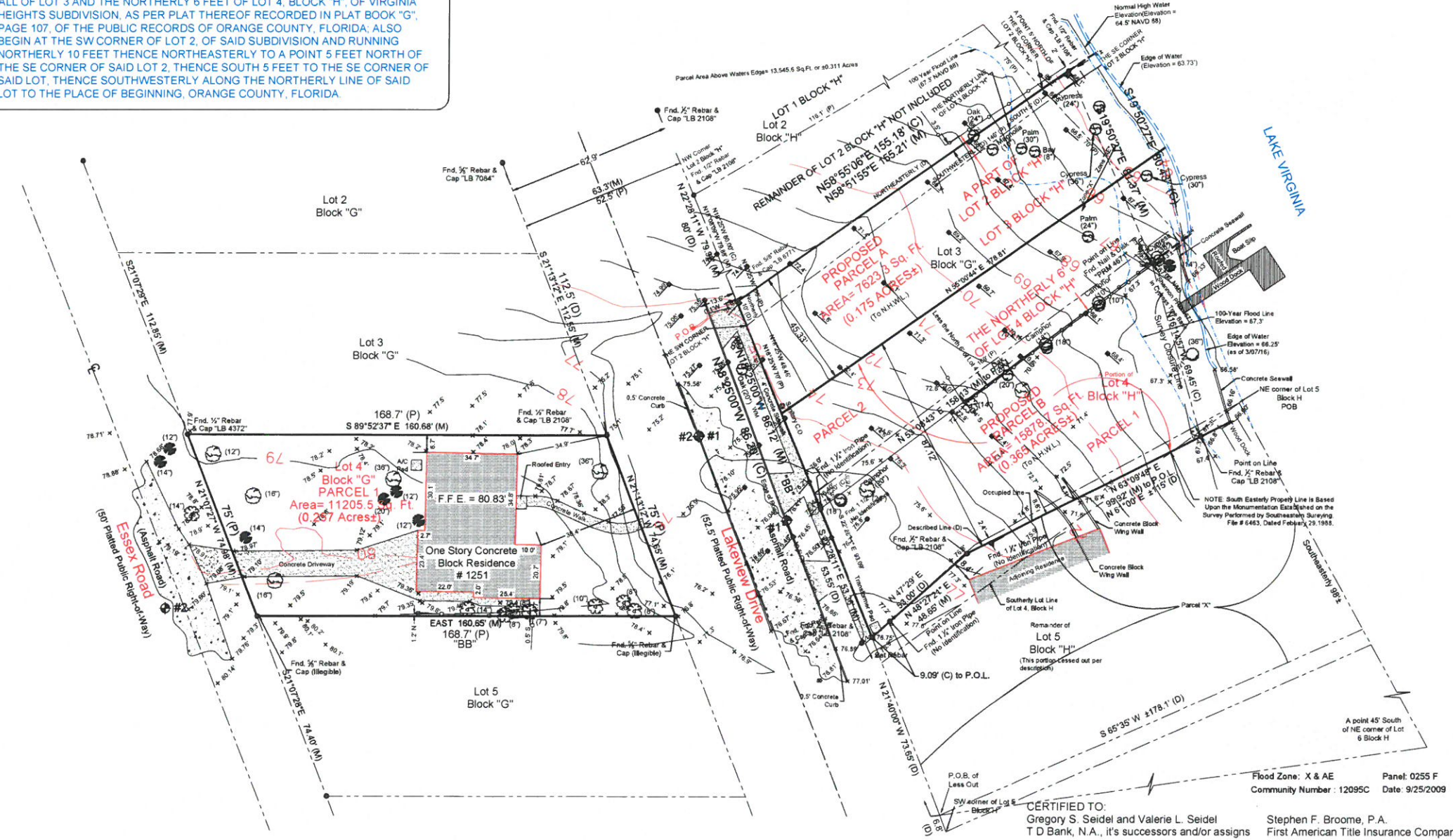
-Benchmark Information-

Orange County Datum Elevation: 66.229'
Found Square Cut in Concrete Wing Wall at Boat Ramp
West of the Wood Dock in Dinky Dock Park.
(Elevations are based upon NAVD 88 Datum)

Tree Note:
Palm - Denotes Tree Type
(18') - Diameter of Tree measured at Chest Height

Tree Legend:

Cypress (14')
Palm (14')
Oak (14')
Rain (14')



Updated Survey: 04/28/17	Date Completed: 03/10/16
Revised Building Tie: 05/29/16	File Number: IS-26848
Revised Property Line: 03/29/16	
Field Date: 03/07/16	Drawn By: GLG
Legend:	
C - Calculated	PC - Point of Curvature
S - Centerline	Pg - Page
CB - Concrete Block	PL - Plat
CM - Concrete Monument	P.O.B. - Point of Beginning
Cont. - Concrete	P.O.L. - Point on Line
D - Description	PR - Power Pole
DE - Drainage Easement	PRM - Permanent Reference Monument
F.E.M.A. - Federal Emergency Management Agency	PT - Point of Tangency
F.F.E. - Finished Floor Elevation	R - Radius
F - Found	R&C - Rebar & Cap
P - Iron Pipe	Rec. - Recovered
M - Length (Arc)	Rte. - Road
N&D - Nail & Disk	Set - Set 1/2" Rebar & Cap
N.R. - Non-Recorded	Typ. - Typical
ORB - Official Records Book	UE - Utility Easement
P - Plat	Val. - Water Meter
P.B. - Plat Book	Δ - Delta (Central Angle)
W - Wood Fence	W - Chain Link Fence
Notes:	
- Survey is Based upon the Legal Description Supplied by Client.	
- Adjoining Properties Deeds have NOT been researched for Gaps, Overlaps and/or Errors.	
- Subject to any Easements and/or Restrictions of Record.	
- Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BSP".	
- Building Ties are NOT to be used to reconstruct Property Lines.	
- Fence Ownership is NOT determined.	
- Road Overhangs, Underground Utilities and/or Fences have NOT been located UNLESS otherwise noted.	
- Septic Tanks and/or Driveway locations are approximate and MUST be verified by appropriate Utility Location Companies.	
- Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.	
- Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Patterns and/or other information NOT known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying, Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.	
I hereby Certify that the Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as required by the Surveyor's Oath and the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 17-052 Florida Administrative Codes, Pursuant to Section 172.027 Florida Statutes.	
Patrick K. Ireland, P.S.M. 6637, LB 7623	
This Survey is intended to be used by the parties to the Survey. The Survey is NOT VALID UNLESS signed and stamped with Surveyor's Seal.	
Ireland & Associates Surveying, Inc.	
1301 S. International Parkway, Suite 2001	
Lake Mary, Florida 32746	
www.IrelandSurveying.com	
Office-407.678.3366 Fax-407.320.8165	



city commission public hearing

Item type	Public Hearing	meeting date	July 24, 2017
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney
division	Development		<input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.		
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.		
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.		
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.		

Subject: Proposed Ordinance to Establish New Regulations for Medical Marijuana Treatment Centers.

This proposed Ordinance repeals and replaces the City's medical marijuana regulations by prohibiting the location of medical marijuana treatment centers in any location within the City.

Planning and Zoning Board Recommendation:

The Planning and Zoning Board meeting was on July 18th, so the minutes will be forwarded separately.

Summary: Governor Scott signed into law, new legislation in June 2017 providing regulations for the Florida medical marijuana industry. As a result of this new law, the current Winter Park zoning regulations on medical marijuana treatment centers need to be changed.

Currently the City's medical marijuana regulations that were adopted in 2014, expected that cities could impose reasonable restrictions on permitted locations for medical marijuana treatment centers but that cities could not outright prohibit such businesses. However, the new State Law gives cities only two options:

1. Prohibit such businesses completely or
2. Allow such businesses anywhere in the City where the Zoning Code would allow a pharmacy. Since pharmacies (as retail stores) are allowed in any commercial zoning district (C-1, C-2 and C-3); the effect of non-action would be to allow medical marijuana treatment centers anywhere on the 600+ acres of commercially zoned land in the City, including Park Avenue.

Given these two choices, the staff is recommending that the City adopt the proposed ordinance which includes a prohibition on medical marijuana treatment centers in the City.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING AND REPLACING ORDINANCE NO. 2981-14 AND THE CODE PROVISIONS ADOPTED THEREIN WITH A NEW SECTION 58-96 OF ARTICLE III OF CHAPTER 58, CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROHIBIT MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, MORATORIUM CONTINGENCY; SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and Section 381.986, Florida Statutes; and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the sale and distribution of marijuana exist, potentially including: offensive odors, trespassing, theft, fire hazards, increased crime in and about the medical marijuana dispensing facility business, robberies, negative impacts on nearby businesses, nuisance problems; and

WHEREAS, certain of the above potential adverse impacts are accentuated by the current difficulties experienced by medical marijuana dispensing facility business in obtaining banking services necessitating such businesses to operate on a cash basis; and

WHEREAS, there exists the potential for misappropriation and diversion of medical marijuana to non-medical uses; and

WHEREAS, in 1996, the state of California became the first state to legalize the use of medical marijuana, and several other states subsequently enacted laws legalizing medical marijuana in various circumstances; and

WHEREAS, the California Police Chiefs Association developed a Task Force on Marijuana Dispensing facilities that prepared the “White Paper on Marijuana Dispensing facilities” published in 2009 (“White Paper”); and

WHEREAS, the White Paper examined the direct and indirect adverse impacts of marijuana in local communities and indicated that marijuana dispensing facilities may attract or cause ancillary crimes, and may result in adverse effects, such as marijuana smoking in public, the sale of other illegal drugs at dispensing facilities, loitering and nuisances, and increased traffic near dispensing facilities; and

WHEREAS, the White Paper further indicates that the presence of marijuana dispensing businesses may contribute to the existence of a secondary market for illegal, street-level distribution of marijuana; and

WHEREAS, the White Paper outlines the following typical complaints received from individuals regarding certain marijuana dispensing facility study areas: high levels of traffic going to and from the dispensing facilities, people loitering in the parking lot of the dispensing facilities, people smoking marijuana in the parking lot of the dispensing facilities, vandalism near dispensing facilities, and citizens worried that they may become a crime victim due to proximity to dispensing facilities; and

WHEREAS, the White Paper ultimately concludes that there are may be adverse secondary effects created by the presence of medical marijuana dispensing facilities in communities; and

WHEREAS, The Marijuana Policy Group has published a memorandum called “Municipal Dispensary Allocation: Florida,” which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, The Marijuana Policy Group determined that Florida should have no more than one dispensing facility for each fifty-thousand residents and the optimal ratio is one dispensing facility per 67,222 residents, and the City of Winter Park has a population (less than approximately 30,000) well below such ratios; and

WHEREAS, Section 381.986(11), Florida Statutes, authorizes a county or municipality to “ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality”; and

WHEREAS, Section 381.986(11) further provides that “[a] county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality,” and that “[e]xcept as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465”; and

WHEREAS, given, among other things, the secondary effects of medical marijuana dispensing facilities, The Marijuana Policy Group’s the analysis of optimal population ratios (residents per dispensing facility), and the statutory restrictions on local government authority to regulate number and location of dispensing facilities if not banned, there is a rational basis for the City to exercise its authority under Section 381.986(11), Florida Statutes to ban dispensing facilities within the boundaries of the City; and

WHEREAS, on October 27, 2014, the City adopted Ordinance 2981-14 to regulate medical marijuana treatment centers, and due to the recent adoption of Section 381.986, Florida Statutes, the City Commission desires to repeal and replace Ordinance 2981-14; and

WHEREAS, the City finds that this Ordinance is in the interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance and adopted as legislative findings.

SECTION 2. Repeal/Amendment. City of Winter Park Ordinance No. 2981-14 is hereby repealed in its entirety and Article III of Chapter 54 of the City of Winter Park Code of Ordinance is hereby amended as follows:

ARTICLE III. - RESERVED MEDICAL MARIJUANA TREATMENT CENTERS

~~Sec. 54-30. Definitions.~~

~~For purposes of this article, the following terms, whether appearing in the singular or plural form, shall have the following meanings:~~

~~Debilitating medical condition means cancer, glaucoma, positive status for human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), hepatitis C, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis or other conditions for which a physician believes that the medical use of *marijuana* would likely outweigh the potential health risks for a patient.~~

~~Department means the state department of health or its successor agency.~~

~~Identification card means a document issued by the department that identifies a person who has a physician certification or a personal caregiver who is at least 21 years old and has agreed to assist with a qualifying patient's medical use of *marijuana*.~~

~~Marijuana has the meaning given cannabis in F.S. § 893.02(3).~~

~~Medical *marijuana* treatment center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers *marijuana*, products containing *marijuana*, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the state department of health.~~

~~Medical use means the acquisition, possession, use, delivery, transfer, or administration of *marijuana* or related supplies by a qualifying patient or personal caregiver for use by a qualifying patient for the treatment of a debilitating medical condition.~~

Personal caregiver means a person who is at least 21 years old who has agreed to assist with qualifying patient's medical use of *marijuana* and has a caregiver identification card issued by the department. A personal caregiver may assist no more than five qualifying patients at one time. An employee of a hospice provider, nursing, or medical facility may serve as a personal caregiver to more than five qualifying patients as permitted by the department. Personal caregivers are prohibited from consuming *marijuana* obtained for the personal, medical use by the qualifying patient.

Physician means a physician who is licensed under F.S. ch. 458 or 459.

Physician certification means a written document signed by a physician stating that in the physician's professional opinion the patient suffers from a debilitating medical condition, that the potential benefits of the medical use of *marijuana* would likely outweigh the health risks for the patient, and for how long the physician recommends the medical use of *marijuana* for the patient. A physician certification may only be provided after the physician has conducted a physical examination of the patient and a full assessment of the patient's medical history.

Qualifying patient means a person who has been diagnosed to have a debilitating medical condition, who has a physician certification and a valid qualifying patient identification card. If the department does not begin issuing identification cards within nine months after the effective date of this section, then a valid physician certification will serve as a patient identification card in order to allow a person to become a "qualifying patient" until the department begins issuing identification cards.

~~Sec. 54 31. — Registration and operational regulations for *medical marijuana* treatment centers.~~

~~(a) Registration required. Upon adoption of this article and annually thereafter, *medical marijuana* treatment centers shall register with the city by completing and submitting to the city manager, or his/her designee, a registration form that is obtained from that official.~~

~~(b) Persons responsible. A physician shall be designated as responsible for complying with all requirements related to registration and operation of the *medical marijuana* treatment centers. The designated physician and all other persons operating the *medical marijuana* treatment center shall ensure compliance with the following regulations. Failure to so comply shall be deemed a violation of this article and shall be punishable as provided in [section 54-34](#).~~

~~(c) Supplemental regulations. All registered *medical marijuana* treatment centers shall be subject to the supplemental regulations provided in this section.~~

~~(d) Display of state registration. Any *medical marijuana* treatment center shall be validly registered with the State of Florida, if required, and with the city, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner and designated physician responsible for compliance with state and city law. A *medical marijuana* treatment center shall register with the city by completing and submitting to the city manager, or his/her designee, a registration form that is obtained from that official.~~

~~(e) Controlled substances. The on-site sale, provision, or dispensing of controlled substances (other than those types of *marijuana* approved for sale by the department) at a *medical marijuana* treatment center shall be prohibited except as is specifically set forth in applicable federal or state law.~~

~~(f) On site consumption of *marijuana* and/or alcoholic beverages. No consumption of *marijuana* or alcoholic beverages shall be allowed on the premises, including in the parking areas, sidewalks or rights of way. The persons responsible for the operation of the *medical marijuana* treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.~~

~~(g) Adequate inside waiting area required. No *medical marijuana* treatment center shall provide or allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees. Outdoor sales of *medical marijuana*, including, but not limited to, sales from mobile units or at outdoor markets, are specifically prohibited. The *medical marijuana* treatment centers shall not permit any patient or business invitee to stand, sit (including in a parked car), gather, or loiter outside of the building where the clinic operates, including in any parking area, sidewalk adjacent, right of way, or neighboring property for any period of time longer than that reasonably required to arrive and depart. The *medical marijuana* treatment centers shall post a conspicuous sign stating that no loitering is allowed on the property. The *medical marijuana* treatment center will cooperate with law enforcement at all times to ensure gathering and/or loitering does not occur.~~

~~(h) Queuing of vehicles. The persons responsible for the operation of *medical marijuana* treatment center shall ensure that there is no queuing of vehicles in the rights of way. The persons responsible for the operation of the *medical marijuana* treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.~~

~~(i) No drive through service. No *medical marijuana* treatment center shall have a drive through or drive in service aisle. All dispensing, payment for and receipt of said *marijuana* shall occur from within or inside the *medical marijuana* treatment center.~~

~~(j) Operating hours. A *medical marijuana* treatment center may operate only Monday through Friday and only during the hours of 7:00 a.m. to 7:00 p.m.~~

~~(k) Monthly business records. Each business day a *medical marijuana* treatment center shall record, and shall provide to the city manager or his or her designee on a monthly basis, by the fifth day of each calendar month, a sworn summary of certain limited information from the prior calendar month that is prepared by the medical director and/or the person in charge of prescribing the *medical marijuana* that month. To the extent such information is not otherwise required to be maintained by any other law, the backup for the required monthly summary shall be maintained by the *medical marijuana* treatment center for at least 24 months. The monthly summary shall include the following information for the previous calendar month:~~

~~(1) The total number of prescriptions for *marijuana* filled by the *medical marijuana* treatment center;~~

~~(2) The state of residence of each person to whom *marijuana* was dispensed.~~

~~(l) Personnel records. A *medical marijuana* treatment center shall maintain personnel records for all owners, operators, employees, workers, and volunteers on site at the *medical marijuana* treatment center, and make those records available during any inspection. The *medical marijuana* treatment center shall forward a sworn personnel record containing items (1), (2) and (3), below to the city manager, or his/her designee, on a monthly basis by the fifth day of each calendar month for the~~

previous calendar month. Personnel records shall, at a minimum, contain the following information about each of the above-described persons present for any day in the previous calendar month:

- (1) Name and title;
 - (2) Current home address, telephone number, and date of birth;
 - (3) A state or federally issued driver's license or other identification number;
 - (4) A copy of a current driver's license or a government issued photo identification; and
 - (5) A list of all criminal convictions (if any), whether misdemeanor or felony for all persons hired in the previous calendar month, to be updated annually.
- (m) Inspections. A *medical marijuana* treatment center shall permit, law enforcement access to the property to conduct compliance inspections.
- (n) Compliance with other laws. A *medical marijuana* treatment center shall at all times be in compliance with all federal and state laws and regulations, the City of Winter Park City Code and the Orange County Code. In the event of a direct conflict between the City and County Codes, the City Code shall apply.

~~Sec. 54 32. Landlord responsibility.~~

- (a) Any landlord, leasing agent or owner of property, upon which a *medical marijuana* treatment center operates, who knows, or in the exercise of reasonable care should know, that a *medical marijuana* treatment center is operating in violation of the Winter Park City Code, or applicable Florida law, including the rules and regulations promulgated by the state department of health, must prevent, stop, or take reasonable steps to prevent the continued illegal activity on the leased premises.
- (b) Landlords who lease space to a *medical marijuana* treatment center must expressly incorporate language into the lease or rental agreement stating that failure to comply with the Winter Park City Code is a material non-curable breach of the lease and shall constitute grounds for termination of the lease and immediate eviction by the landlord.

~~Sec. 54 33. Certification affidavit by applicants for related uses.~~

- (a) Certification affidavit by applicants for related uses. Any application for a business certificate under [chapter 54](#), article III, as a *medical marijuana* treatment center as defined in [section 54 30](#), shall be accompanied by an executed affidavit certifying registration with the State of Florida, and the City of Winter Park as a *medical marijuana* treatment center. The failure of an applicant to identify the business in the application for a business certificate as a *medical marijuana* treatment center, which meets the definition of *medical marijuana* treatment center as defined in [section 54 30](#), will result in the immediate expiration of the business certificate and immediate ceasing of all activity conducted in the *medical marijuana* treatment center.

~~(b) Any applicant's application for a business certificate and executed affidavit relating to use as a medical marijuana treatment center, where applicable, shall be provided to the city building division at the time of the proposed use.~~

~~Sec. 54-34. - Penalties.~~

~~Any person violating any of the provisions of this article shall be deemed guilty of an offense punishable as provided in [section 1-7](#), Article II Code Enforcement Citations, and also by revocation of a business certificate and code enforcement violations referred to the code enforcement board.~~

SECTION 3. Amendment of City Land Development Code. Article III (Zoning) of Chapter 58, of the City of Winter Park Land Development Code is hereby amended to add a new Section 58-96 and to amend Section 58-95 and Section 58-78(b) as follows (~~stricken through~~ language are deletions; underlined language are additions; provisions not included are not being amended):

Sec. 58-95. - Definitions.

~~Medical marijuana treatment center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the state department of health and regulated under article III of chapter 54 of the City Code of Ordinances.~~

Sec. 58-78. - Limited industrial and warehouse (I-1) district.

(b) Permitted uses. All uses of land located within this district must not be obnoxious by reason of sound, fumes, repulsive odors and the like whether the same constitutes an actual nuisance or not, and the uses shall not, in any way, detract from the desirability of the city as a residential community.

Permitted uses include:

- (1) Warehouses and wholesale distribution of goods, wares, merchandise, articles, or substances, except those which are combustible, inflammable, explosive or likely to create fire, radiation, or explosive hazards to surrounding property;
- (2) Administrative or executive offices of a business or industrial establishment;
- (3) Engineering offices;
- (4) Assembly of electronic instruments or devices, precision instruments and similar industries;
- (5) Blueprinting, photocopying or printing office;
- (6) Light and clean manufacturing operations which meet all the requirements of this article and are operated only within completely enclosed building;
- (7) Research offices and laboratories;
- (8) Storage building or yard which is incidental to a permitted use. Goods and equipment should be stored in fully-enclosed buildings, but if for the conduct of business they must be stored in a yard, then the yard must be fully screened from public view by a densely planted hedge, wall or fence measuring a minimum of six feet in height;
- (9) Adult entertainment establishments if otherwise complying with the applicable Winter Park or Orange County adult entertainment code;
- (10) All accessory uses which are customarily incidental to such industrial uses;
- (11) Churches, nonprofit organizations' halls/lodges and schools (see parking requirements for limitations);
- (12) Any use permitted in the C-3 district, except those including residential uses;
- (13) Pain management clinics.
- (14) ~~Medical *marijuana* treatment center, subject to the following requirements:~~
 - a. ~~No *medical marijuana* treatment center shall be located within 1,000 feet of any school, day care, park, playground or religious institution, or within 100 feet of any residentially zoned property, as further defined by these regulations. No medical treatment center shall operate within 1,000 feet of any existing *medical marijuana* treatment center. Distances shall be measured by drawing a straight line between the closest point of the *medical marijuana* treatment center structure (be it a building or leased space in a building) to the closest property line or edge of leased space (whichever is closer) of the school, church or residentially zoned property.~~
 - b. ~~Any parking demand created by a *medical marijuana* treatment center shall not exceed the parking spaces located or allocated on site, as required by the city's parking regulations. An applicant shall be required to demonstrate that on-site traffic and parking attributable to the *medical marijuana* treatment center will be sufficient to accommodate traffic and parking demands generated by the~~

~~medical marijuana treatment center, based upon a current traffic and parking study prepared by a certified professional.~~

Sec. 58-96.- Prohibition on Medical Marijuana Dispensing Facilities.

(a) Prohibition. Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the city. The city shall not accept, process or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.

(b) Definition. For the purposes of this section, the term “Medical Marijuana Treatment Center Dispensing Facility” means any facility where medical marijuana or any product derived therefrom is dispensed at retail.

(c) Interpretation/Intent. This section and the terms used herein shall be interpreted in accordance with F.S. § 381.986 and Ch. 64-4 of the Florida Administrative Code. The intent of this section is to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the city as authorized by F.S. § 381.986(11).

SECTION 4. Codification. This Section 2 and 3 of Ordinance shall be incorporated into the Winter Park City Code and Land Development Code, as applicable. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the City Code may be freely made.

SECTION 5. Moratorium Contingency. In the event Section 381.986, Florida Statutes is amended or interpreted by a court of competent jurisdiction in a way as to eliminate or prevent the city’s ability to ban or prohibit Marijuana Treatment Center Dispensing Facilities within the city limits (or such statute or this Ordinance is interpreted in a manner to prevent the enforcement of Section 58-96 of the LDC adopted by this Ordinance), upon the effective date of such an automatic one-year moratorium shall go into place on the acceptance, processing and approval of Marijuana Treatment Center Dispensing Facilities (including by way of acceptance, proceeding and approval of applications for development orders and permits) within the City limits in order to give the City time to evaluate changes in the applicable law, the City’s ability to regulate such uses and activities and potentially enact local legislation regarding the same. Such one-year moratorium may be terminated early through resolution or ordinance of the City Commission.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion

shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7 Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 8. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

FIRST READING: July 24, 2017

SECOND READING: _____, 2017

ADOPTED this ____ day of _____, 2017, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION
CITY OF WINTER PARK

Steve Leary, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

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