

**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
February 2, 2016**

REQUEST OF WINTER PARK TOWN CENTER LTD FOR: CONDITIONAL USE APPROVAL TO DEMOLISH THE EXISTING CHAMBERLIN'S NATURAL FOOD MARKET AND SOUTH ADJACENT OFFICE BUILDING, LOCATED AT 402/490 NORTH ORLANDO AVENUE, AND CONSTRUCT A NEW 25,135-SQUARE FOOT RETAIL BUILDING WITH A 1,200-SQUARE FOOT MEZZANINE.

This public hearing involves a Conditional Use request by Winter Park Town Center, LTD to demolish the existing Chamberlin's Food Market and south adjacent small office building in the Winter Park Village (402/490 North Orlando Avenue), and construct a new 25,135-square foot REI retail building with a 1,200-square foot mezzanine. This is a Conditional Use because buildings over 10,000-square feet in the C-1 zoning district require Conditional Use approval.

Project Development Standard Parameters: C-1 zoning allows up to a 45% Floor Area Ratio (FAR) which is done on a global basis for the entire block of the Winter Park Village bounded by Orlando, Webster, Denning and Canton. This project is proposing to demolish 25,530-square feet of building and rebuild 26,335-square feet, therefore, the increase is only 805-square feet. There is not a parking space increase resulting from the extra 805-square feet of building because the back-of-house storage or warehouse portions of the REI store, which are calculated based on one space per 1,000 sq. ft. are larger than the Chamberlin's store.

The proposed building height is 24 feet with a 3 foot parapet wall for a total visible height of 27 feet, which lower than the maximum 55 feet allowed height in this location. The proposed setback along Orlando Avenue is a minimum of 25 feet and along Canton Avenue it is approximately 45 feet, which is larger than the required 15 feet. There will be an attractive landscape area (that will also serve as retention area) between the REI building and Orlando Avenue which is being continued south down to the corner of Canton Avenue. That will greatly improve the aesthetics of the view of this property from Orlando Avenue.

The service and loading area faces Canton Avenue (as it does now), and the applicant's plans show screen walls for the loading dock and dumpster areas. Also, more importantly the plans continue The REI mural wall pattern along that rear building side in order to increase the attractiveness of this Canton Avenue facing view. However, even with these improvements, this is still a rear loading/service area that greets drivers on canton Avenue. One idea that staff has is to eliminate the three parking spaces so that the center landscape island can be more elaborate to attract visual attention from the other elements.

In terms of traffic impact for the proposed use as a specialty retail store versus a supermarket, according to the Institute of Transportation Engineers (I.T.E.) data, the traffic generation/car trips per day will decrease slightly.

The scale of this project and the materials presented allows the City to combine the Preliminary and Final Conditional Use approvals. The final engineering and landscape plans can be administratively approved. The materials submitted include the prospective signage which conforms to the City's Code.

Staff Analysis of the Applicant's Request:

This will be an attractive redevelopment for a very visible corner of Orlando and Canton Avenues. The end result will be much more visually attractive than the current conditions. The square footage of the new REI store is virtually the same as the Chamberlin's that is being demolished; there is no impact on parking and some small decrease in projected traffic generation.

STAFF RECOMMENDATION IS FOR APPROVAL of both the Preliminary and Final Conditional Use approvals with the following conditions:

1. That the Public Works Department must approve the storm water so that the water quality and water retention requirements continue to be met.
2. That if any new electric transformers/switch gear or backflow preventers are required that they be located where not visible from a public street and shall also be landscaped so as to be effectively screened from view.
3. That the landscaping for the project complies with the City's code and be compatible with the existing Winter Park Village landscaping.
4. That the Canton Avenue landscape island be increased in size and plantings by eliminating the three parking spaces to increase the landscape area.

OCPA Web Map

Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	6 Lot Number
Florida Turnpike	Brick Road	Agriculture	Agricultural Curtilage	Lakes and Rivers	06060 Parcel Number
Interstate 4	Gated Roads	Commercial/Institutional	Hydro	Building	3106 Parcel Address
Toll Road	Road Under Construction	Governmental/Institutional/Misc.	Waste Land	E Block Number	111.9 Parcel Dimensions
	Block Line	Lot Line			



Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 1/22/2016

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



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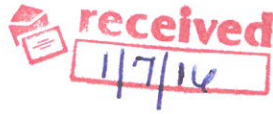
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M. REBECCA WILSON

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215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6250 | F: 407-843-4444
MAIN NUMBER: 407-843-4600

 MERITAS LAW FIRMS WORLDWIDE

January 7, 2016

VIA HAND DELIVERY

Jeff Briggs, Planner
Winter Park Planning Dept.
401 Park Avenue South
Winter Park, FL 32789

Re: Winter Park Village- 2016 CUP

Dear Jeff:

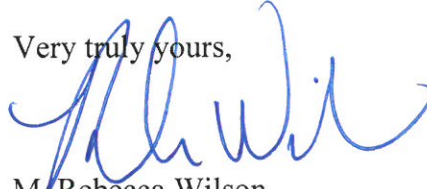
As you know this firm represents Winter Park Town Center LTD which owns the Winter Park Village. Enclosed please find our application for a new conditional use permit to redevelop a portion of the Winter Park Village:

- Application
- Property Appraiser Information
- Application Fee
- Development Plan
- Survey
- 3-D Elevations

The proposed CUP requests the demolition of 25,530 sf of existing commercial and replaces it with an approximately 25,135 sf building with a 1,200 sf mezzanine. The front setback is increased to 25 ft. In addition, the new landscaping will meet or exceed City code and be compatible with existing Winter Park Village landscaping. The stormwater will be managed through the existing master stormwater system for Winter Park Village.

Jeff Briggs
January 7, 2016
Page 2

Please feel free to contact me with any questions or concerns.

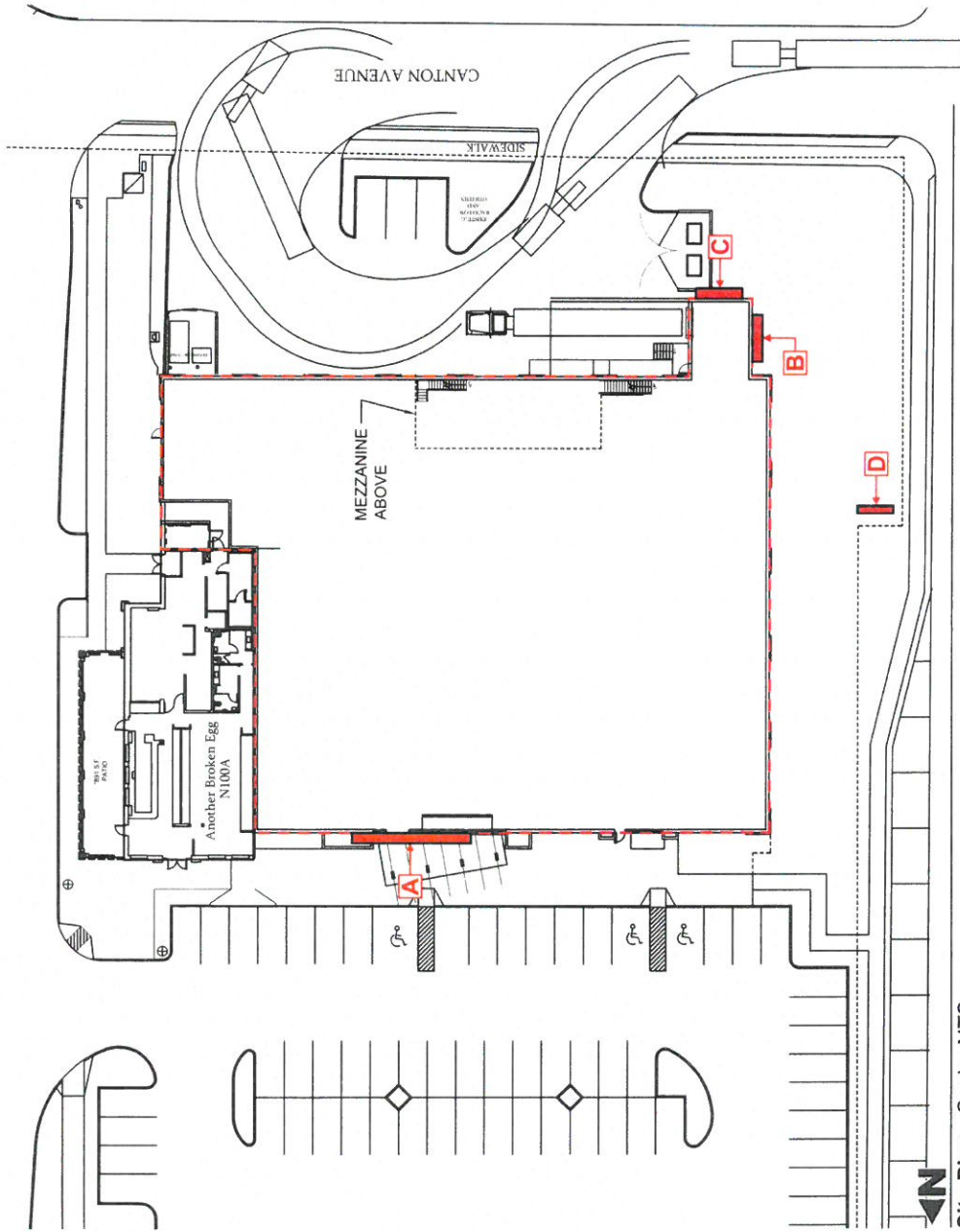
Very truly yours,

M. Rebecca Wilson

MRW/sjg

c: Jim Conroy



Site Plan - Scale: NTS



Site Plan - Scale: NTS

ADART
 2820 W. BISHOP LANE SUITE 102
 FRESNO, CA 93771
 T 569.228.2183
 F 569.228.2188
 www.adart.com

PROJECT:
 CUSTOMER: REI
 LOCATION: Orosi Ave., Wiles Park, FL 32789
 DATE: 01/20/15
 SALES: Bob Kierczyk
 DESIGNER: James Franks

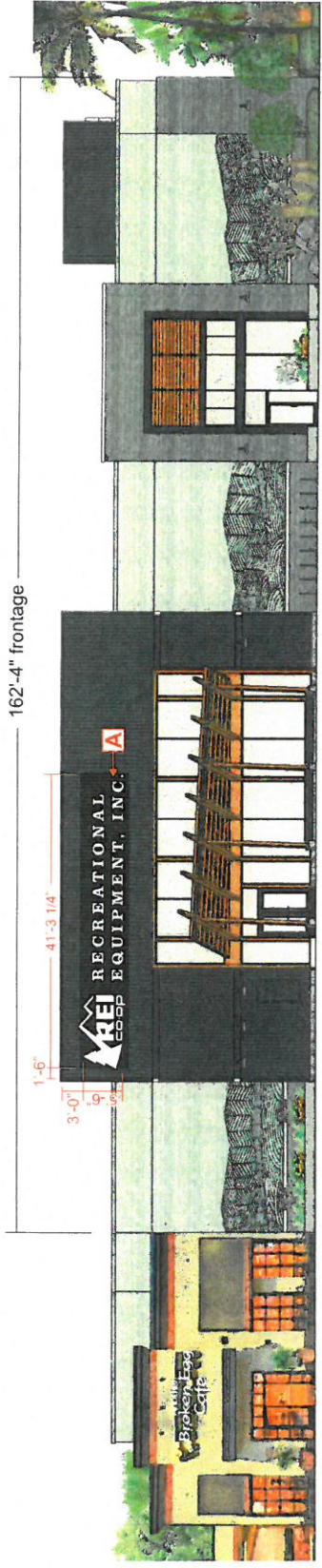
REVISION	DATE	DESCRIPTION
1	12-2-12	Address for sign E
2	12-2-12	Use new sign for sign E
3	12-23-12	Use new sign for sign E

SALES
 CUSTOMER
 LANDLORD

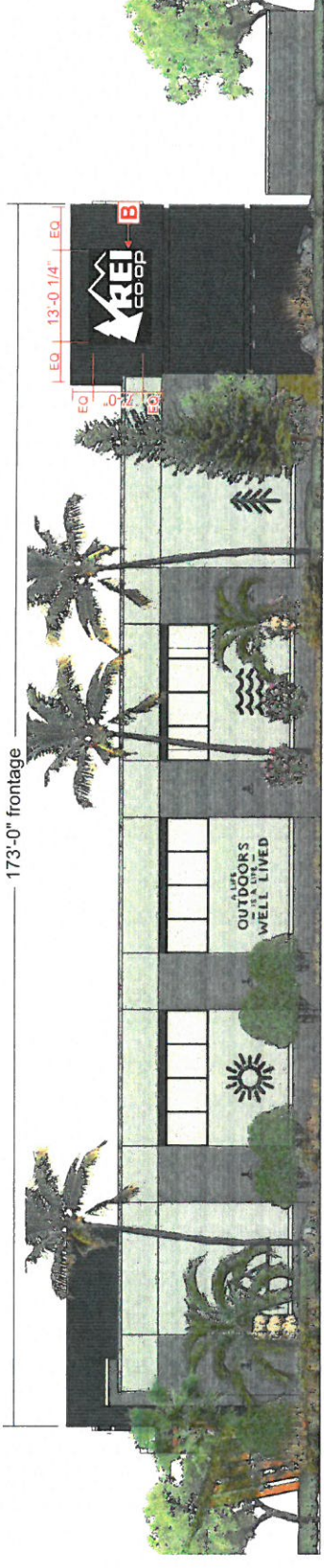
APPROVALS

SHEET
 1 of 5
 JOB #16309

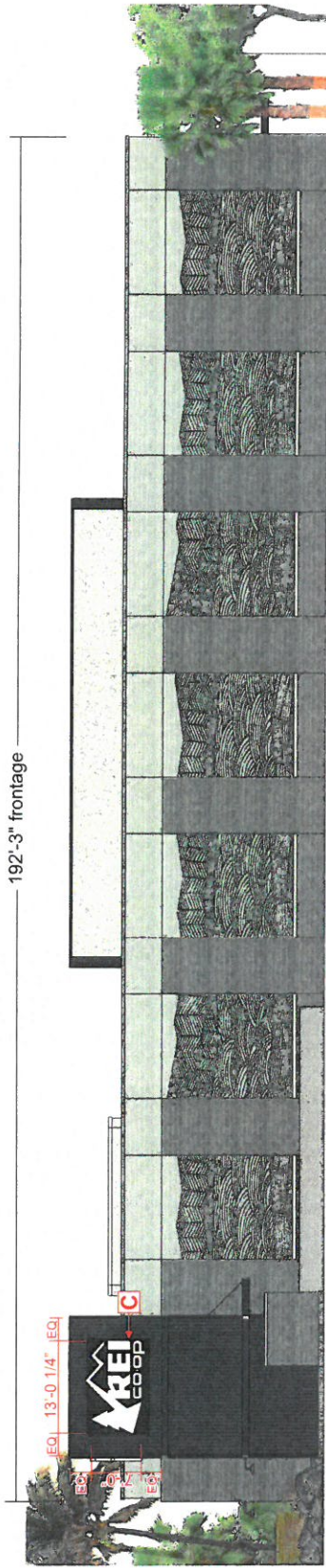
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North Elevation - Scale: 1/16" = 1'-0"



West Elevation - Scale: 1/16" = 1'-0"



South Elevation - Scale: 1/16" = 1'-0"



2670 W. SHAW LANE/SUITE 102
T 559.225.2183
T 559.225.2186
SALES: Bob Kevork
DESIGNER: James Francis

CA STATE CONTRACTORS LICENSE #826051 www.adart.com

PROJECT: CUSTOMER: REI
LOCATION: 450 N. Orlando Ave. - Winter Park, FL 32789
SALES: Bob Kevork
DESIGNER: James Francis

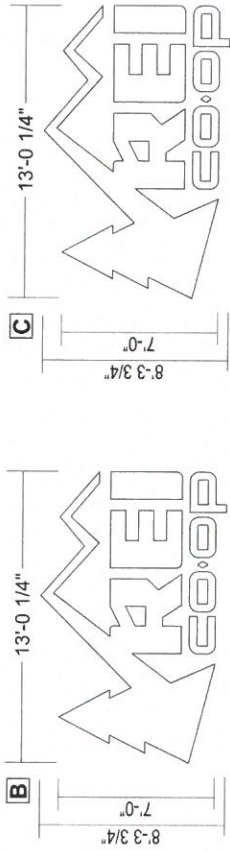
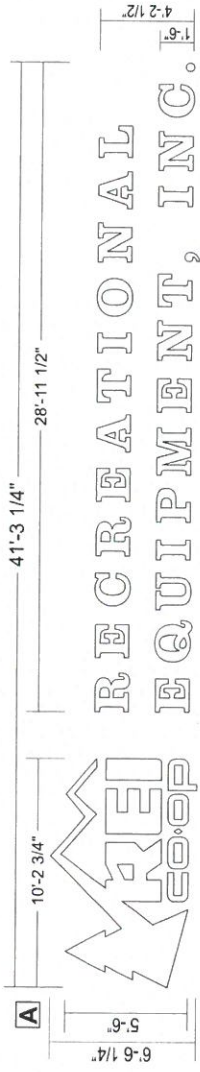
REVISION	DATE	DESCRIPTION
1	12-2-12	Add details for sign E
2	12-2-12	Remove railing board footage
3	12-2-12	Update railing for sign E

SALES: _____
CUSTOMER: _____
LANDLORD: _____

APPROVALS: _____

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SHEET
2 of 5
JOB #16309

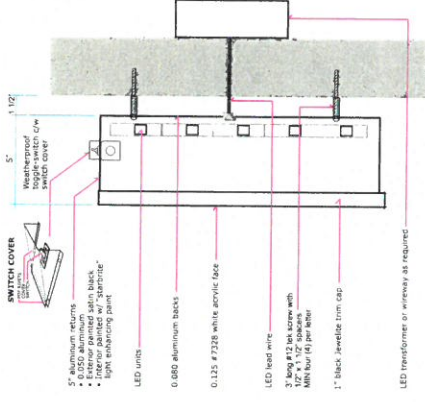


A-C Internally Illuminated Pan Channel Letters Scale: 3/16" = 1'-0"

Manufacture and install three (3) new sets of internally-illuminated, channel letters and logos.

Description	Specification/Material	Finish	Color
Letter returns	Fabricated .050" alum.	pld. - satin	Black
Trimcaps	1" Jewelle trimcap	pld. - satin	Black
Letter faces	.125" translucent white acrylic	N/A	#7328 White acrylic
Illumination	LED		White

NOTE: Acrylic face must be matte finish so as not to be reflective when sign is not illuminated



CHANNEL LETTER/LOGO SECTION DETAIL
Scale: NTS

ADART
2670 W. SHAW LANE/SUITE 102
PRESNO, CA 93711
T 559.225.2163
F 559.225.2166
www.adart.com
CASATE CONTRACTORS LICENSE #826051

PROJECT	REVISION	DATE	DESCRIPTION
CONTRACTORS RES LOCATION: 450 N. Colorado Ave - Winter Park, FL 32789 DATE: 8/11/2015 DESIGNER: James Francis	1	12-2-12	Add details for sign E
	2	12-2-12	Revise for sign E
	3	12-2-12	Use new artwork for signs

SALES: _____
CUSTOMER: _____
LANDLORD: _____

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Monument Sign D (conceptual rendering) - Scale: NTS



Existing - Scale: NTS

D Monument Remodel

Manufacture and install one (1) new internally-illuminated cabinet for one (1) existing monument sign

Description	Specification/Material	Finish	Color
Returns	Fabricated alum.	pid. - satin	Black
Retainers	Aluminum	pid. - satin	Black
Faces	Flex	Digital print	Black with white copy & logo
Illumination	LED		White



2670 W. SHAW LANE/SUITE 102
 FRESNO, CA 93711
 T 559.225-2183
 T 559.255-2186
 www.adart.com

CASTATE CONTRACTORS LICENSE #826051

PROJECT:
 CUSTOMER: BSI
 LOCATION: 430 N. Colton Ave. - Water Park, CA, 93785
 DATE: 8/1/2015
 SALES: Bob Kempczyk
 DESIGNER: James Franks

REVISION DATE DESCRIPTION
 1 12-2-12 Add callouts for sign E
 2 12-23-12 Use new artwork for sign E
 3 12-23-12 Use new artwork for sign E

SALES:
 CUSTOMER:
 LANDLORD:

APPROVALS

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Monument Sign E (conceptual rendering) - Scale: NTS



Existing - Scale: NTS

Monument Reface

E Manufacture and install two (2) new faces for one (1) existing monument sign.

Description	Specification/Material	Finish	Color
Faces	Aluminum	with rout out copy	pld. - satin
Copy	Backed with acrylic	Day / night	Cyro Day/Night Plex #11241



2870 W. SHAW LANE, SUITE 102
 PRESNO, CA 93711
 T 559.225.2183
 T 559.225.2186
 www.adart.com

PROJECT:
 CUSTOMER: REI N. Collier Ave - Winter Park, FL 32789
 LOCATION: DATE: 8/1/2015
 SALES: Bob Kempczyk
 DESIGNER: James Francis

REVISION DATE DESCRIPTION
 1 12-2-12 Add callouts for sign E
 2 12-2-12 Use new artwork for signs
 3 12-23-12 Use new artwork for signs

APPROVALS

SALES
 CUSTOMER
 LANDLORD:

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SHEET
 5 of 5
 JOB #16309

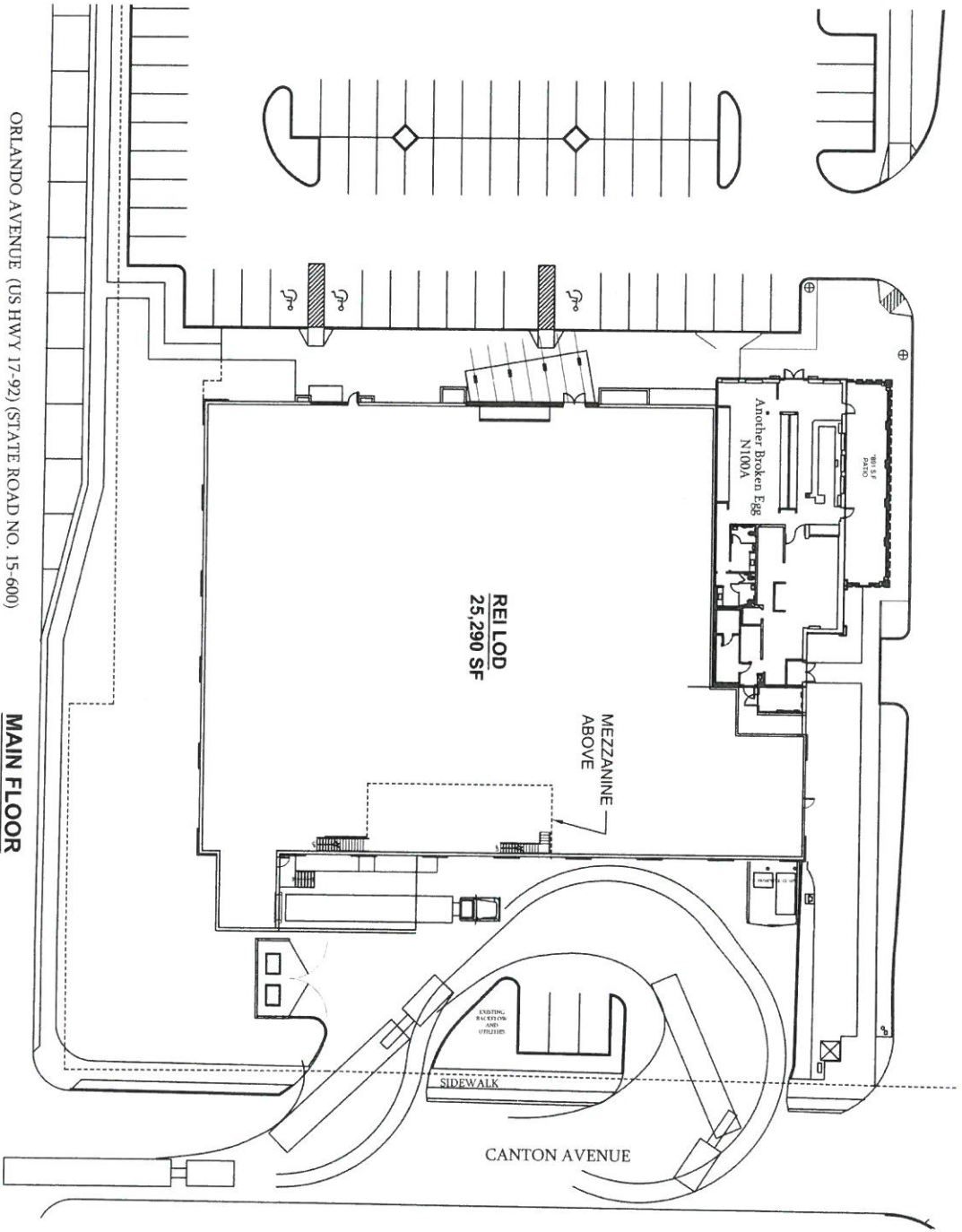
WINTER PARK

STOREFRONT ELEVATIONS

OCTOBER 22, 2015



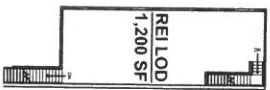
LOD



NOTE:
 ELEVATIONS ARE BASED ON
 CONCEPTUAL DESIGN FOR NEW REI
 MARKET EXTERIOR PROTOTYPE.

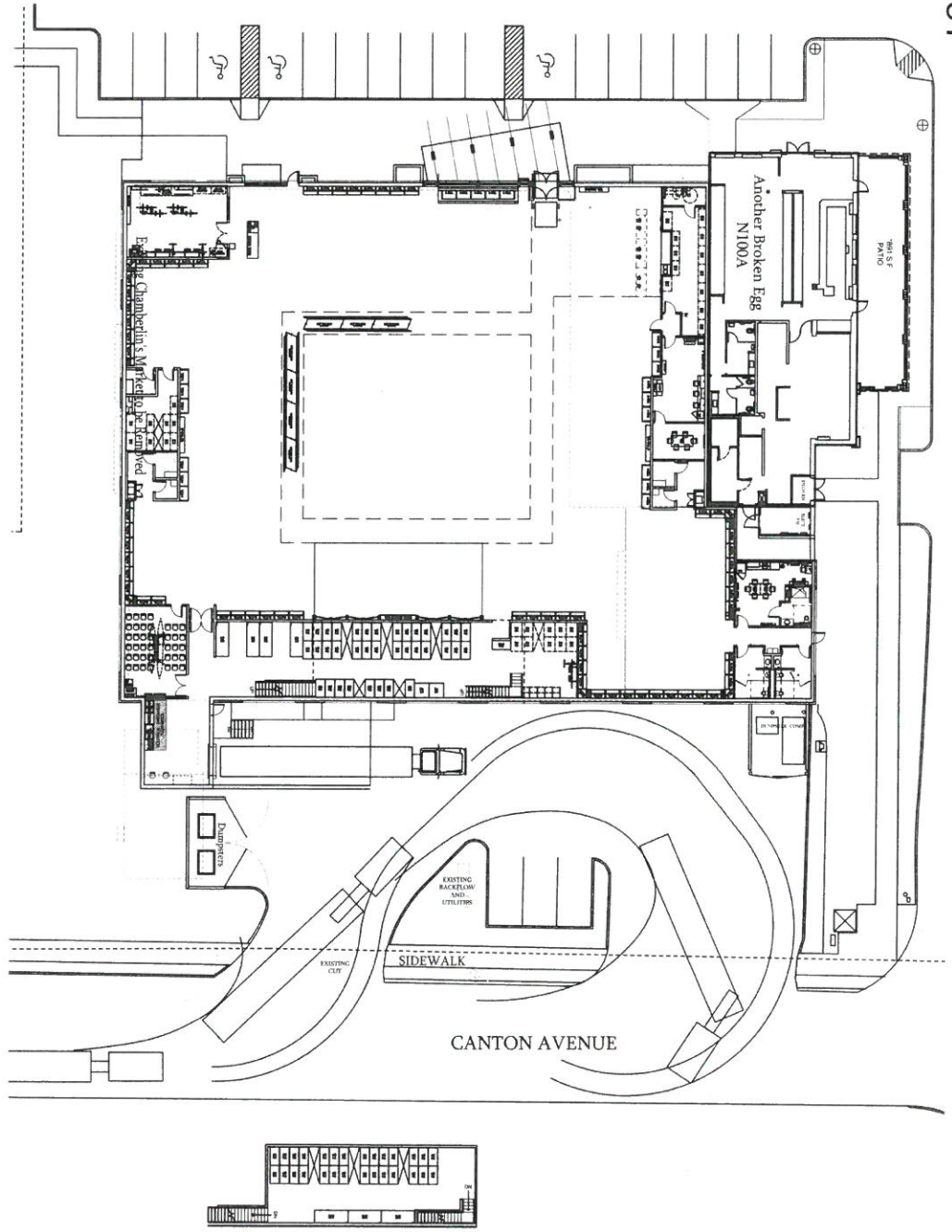
ORLANDO AVENUE (US HWY 17-92) (STATE ROAD NO. 15-600)

MAIN FLOOR
 NOT TO SCALE

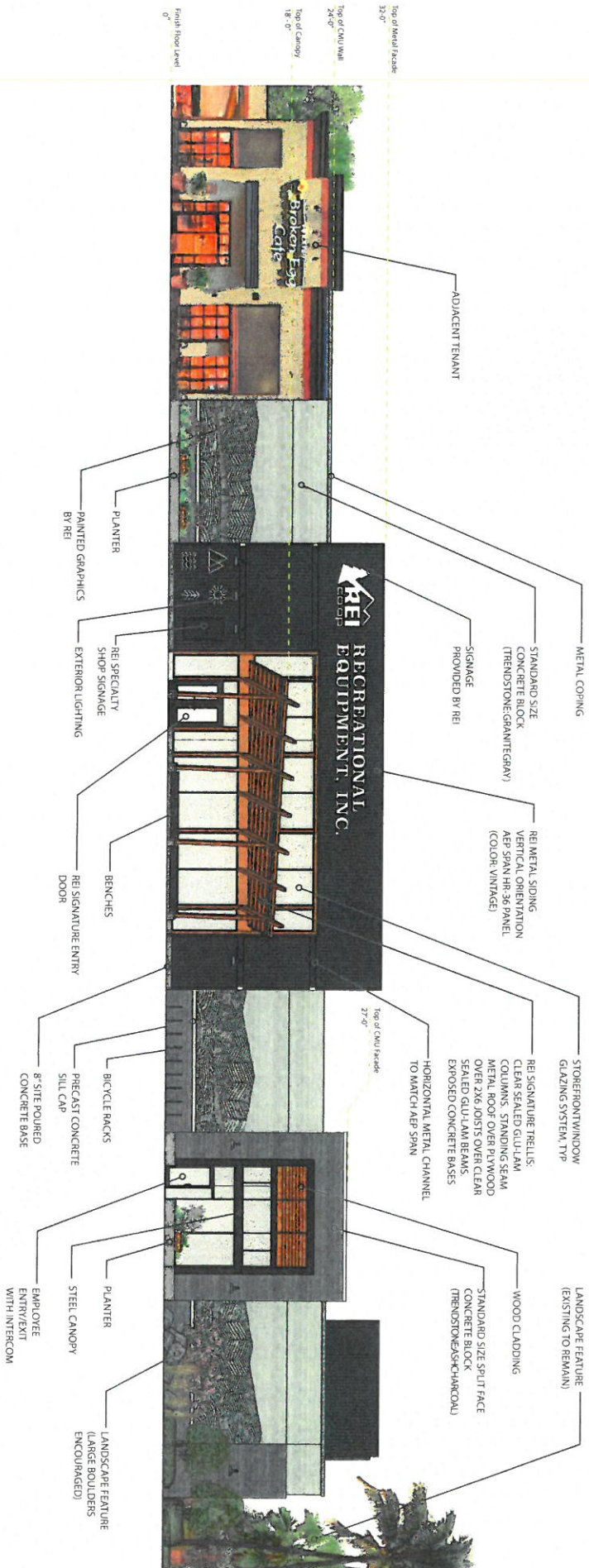


MEZZANINE
 NOT TO SCALE

PRELIMINARY LAYOUT

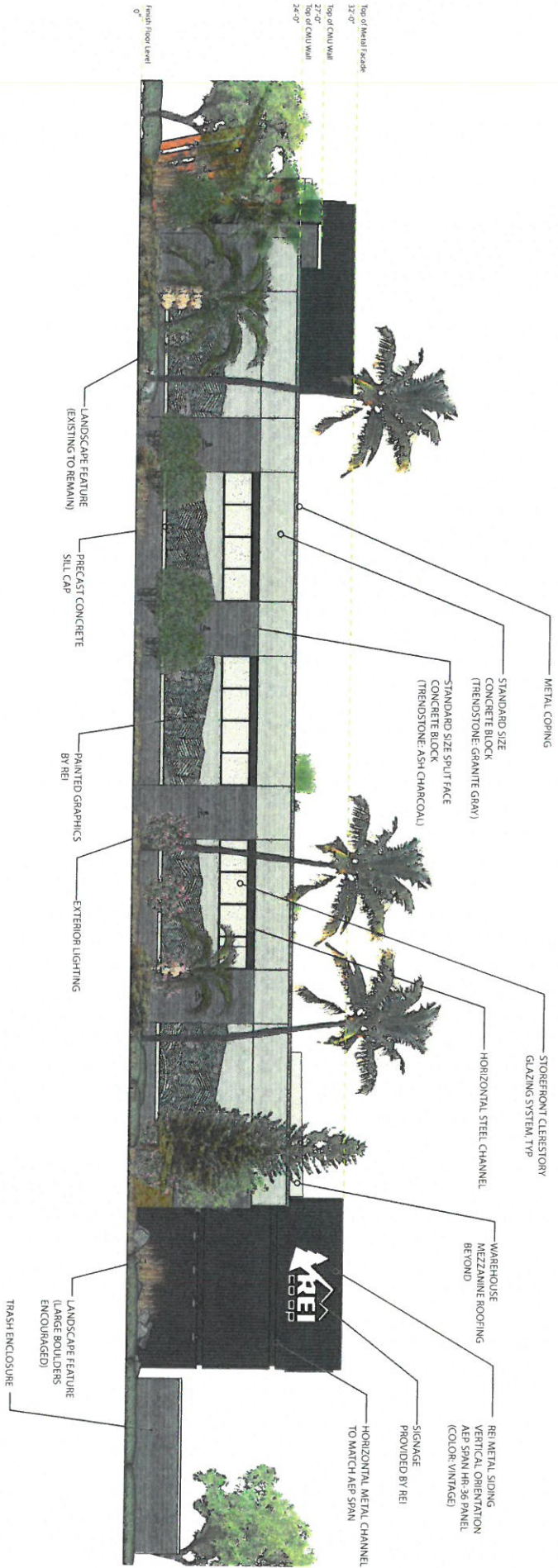


NORTH ELEVATION



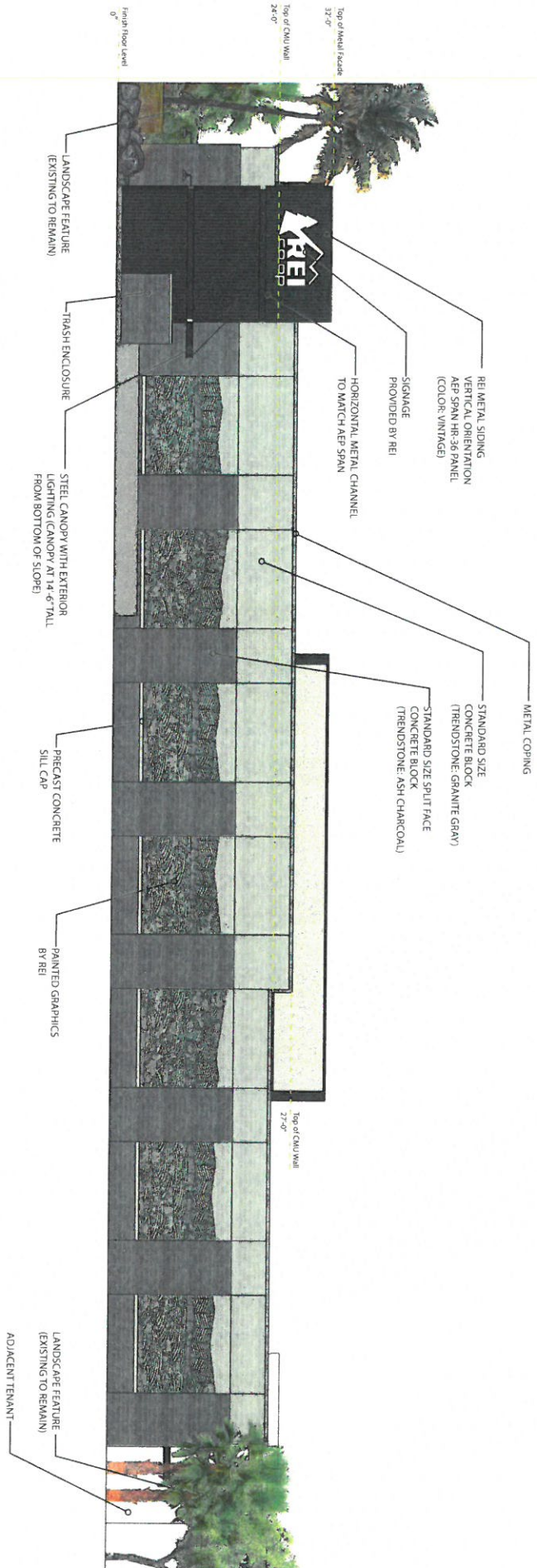
NOTE:
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 NOTED

WEST ELEVATION



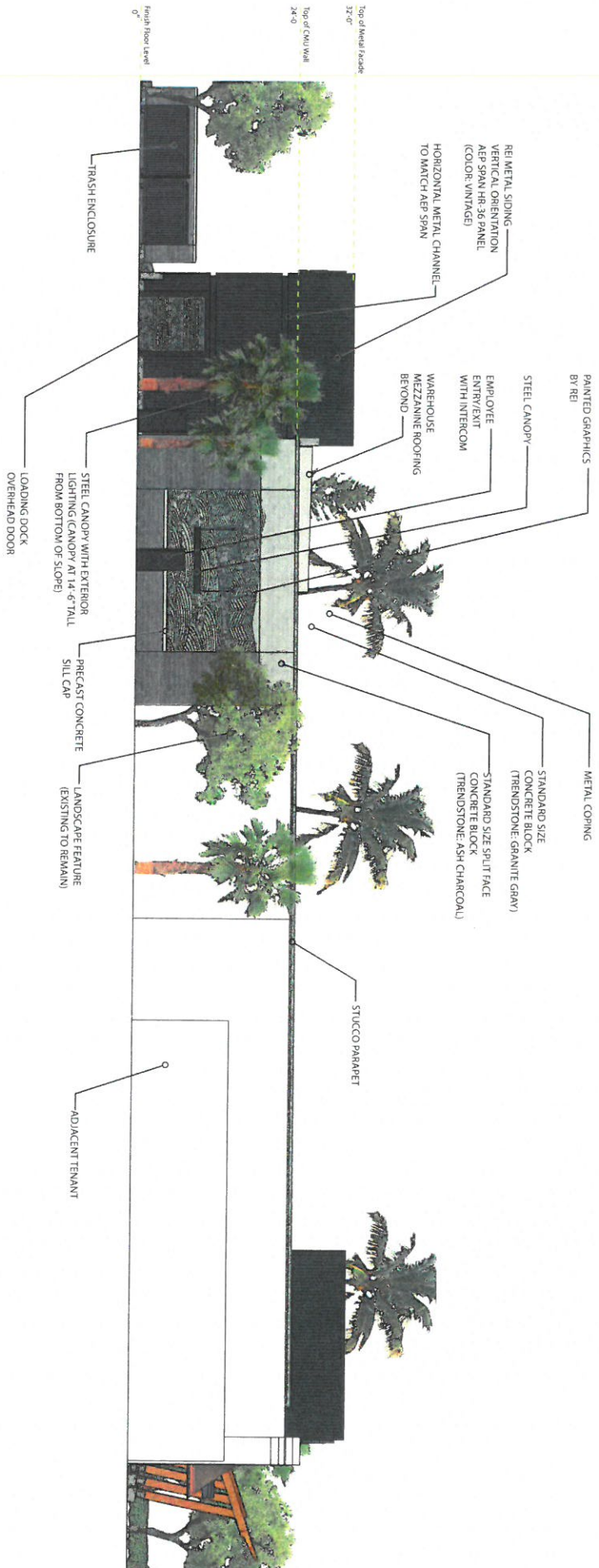
NOTE:
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SOUTH ELEVATION



NOTE:
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NOTED

EAST ELEVATION

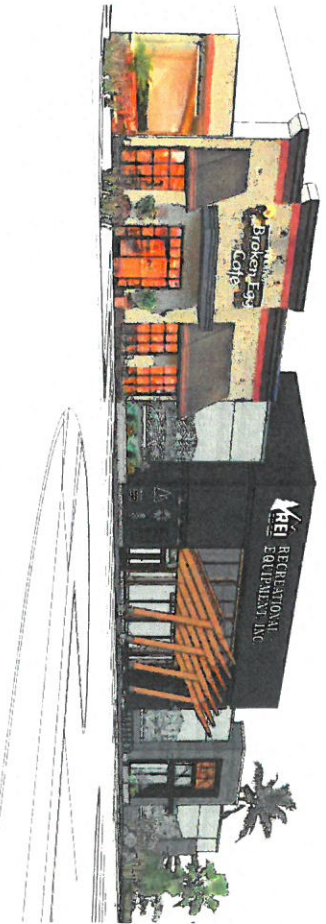
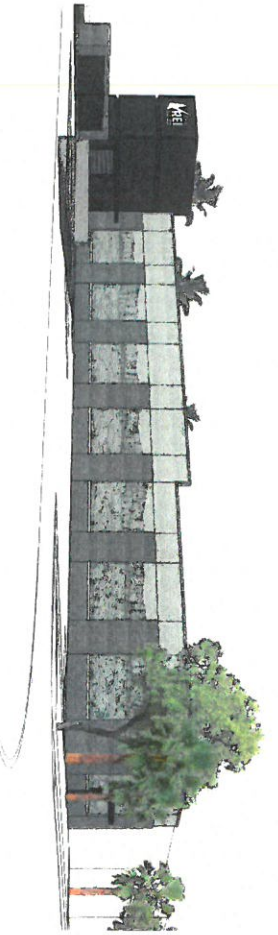
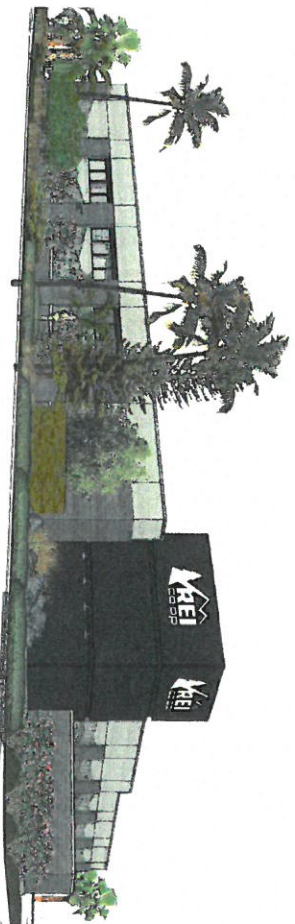


NOTE:
 ALL ITEMS ARE LANDLORD
 PROVIDED UNLESS OTHERWISE
 NOTED

PERSPECTIVES



PERSPECTIVES



**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
February 2, 2016**

REQUEST OF UP FIELDGATE INVESTMENTS LLC FOR: AN AMENDMENT TO THE APPROVED CORPORATE SQUARE CONDITIONAL USE APPROVAL FOR THE ADDITION OF PROPERTIES GENERALLY LOCATED AT 900/950 NORTH ORLANDO AVENUE, TO ALLOW FOR 194,000-SQUARE FEET OF OFFICE, RETAIL, RESTAURANT, AND HOTEL SPACE, INCLUDING A 388-SPACE, FIVE-LEVEL PARKING GARAGE ON THOSE PROPERTIES.

REQUEST OF UP FIELDGATE US INVESTMENTS LLC FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE WITHIN THE MAXIMUM HEIGHT MAP OF THE FUTURE LAND USE ELEMENT THE DESIGNATION OF PROPERTY LOCATED EAST OF GALLOWAY DRIVE AND SOUTH OF THE NEW LEE ROAD EXTENSION FROM A MAXIMUM OF THREE STORIES TO A MAXIMUM OF FOUR STORIES.

REQUEST OF UP FIELDGATE US INVESTMENTS LLC FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SECTION 58-85 MAXIMUM HEIGHT MAP REGULATIONS SO AS TO CHANGE WITHIN THE MAXIMUM HEIGHT MAP OF THE ZONING REGULATIONS, THE DESIGNATION OF PROPERTY LOCATED EAST OF GALLOWAY DRIVE AND SOUTH OF THE NEW LEE ROAD EXTENSION FROM A MAXIMUM OF THREE STORIES TO A MAXIMUM OF FOUR STORIES.

REQUEST OF UP FIELDGATE INVESTMENTS FOR: AN ORDINANCE TO VACATE AND ABANDON THE NORTHERN 126 FEET OF GALLOWAY DRIVE.

This public hearing involves multiple requests by UP Fieldgate Investments LLC to amend the previously approved Conditional Use for the redevelopment of the former Corporate Square and Winter Park Dodge Properties. This request involves adding the properties located generally at 900 and 950 North Orlando Avenue to allow for a 198,000-square feet of building that will include office, retail, restaurant spaces, and a hotel, including a 364-space, five-level parking garage. UP Fieldgate Investments is also requesting amendments to the Comprehensive Plan and Zoning Code "Maximum Height Map" for the eastern portion of the redevelopment site from a maximum of three stories to four stories. UP Fieldgate Investments is also requesting approval to vacate additional portions of Galloway Drive in order to build the parking garage on top of that vacated right-of-way.

Project History: As you may recall, in October of 2014, the proposed Whole Foods shopping center development was approved by the City Commission subject to a Development Agreement incorporating the conditions of approval. That project included a 40,965-square foot Whole Foods grocery store, another (to be determined) 36,600-square

foot retail store and three out-parcels of approximately 4,000-square feet each. This development combined and assembled 1000 North Orlando Avenue/1160 Galloway Drive (former Corporate Square offices), 1050 North Orlando Avenue (former Winter Park Dodge), and 967 Cherokee Avenue (overflow Holler Hyundai parking lot), and the approval included vacating portions of public right-of-ways of Galloway Drive and Friends Avenue interior to this assemblage. The vacating of portions of Galloway Drive and Friends Avenue was also approved in October of 2014 by the City Commission in order to consolidate the 11.4 acre redevelopment site.

Amendment of the Conditional Use: This current application is requesting to amend the existing Conditional Use for the Whole Foods shopping center project to include new properties generally at 900 & 950 North Orlando Avenue. As you recall, one of the requirements of the Conditional Use/Development Agreement for the Whole Foods shopping center was the construction of the new Lee Road extension, and the dedication of that right-of-way to the City upon completion. Since that new roadway is not complete at this time, and the land has not yet been transferred to the City, the applicant is asking the City to look at this combined assemblage today as one single development site including the Lee Road extension land. The reason, is because the City's floor area ratio code looks just at the development site, and does not allow one to use land located across a public street from the another development site. As long as all of the parcels are interconnected today, the applicant can transfer unused Floor Area Ratio (FAR) from the Whole Foods shopping center portion to this Winter Park Square project site. Otherwise, the FAR of this Winter Park Square project greatly exceeds the maximum 45% FAR permitted under the City's Comprehensive Plan and Zoning Code. Thus, the applicant is asking for approval of this new project, and to allow it to be vested while recognizing that the new Winter Park Square project will be constructed as a non-conforming use since the actual construction of this project will be after the dedication of the Lee Road extension right-of-way. In essence, the application presented to the City asks to take advantage of the temporary 'loophole' in the Code, because the sites are not yet separated. In this fashion the applicant will achieve more FAR on the Winter Park Square development site, and more economic return from this redevelopment than is permitted by the Comprehensive Plan and Zoning Code, as a stand-alone development site.

Request to Vacate the North 126 Feet of Galloway Drive:

The linchpin to these requests and for the project itself is the request for the City to vacate the northern 126 feet of Galloway Drive. Vacating that public right-of-way would turn the ownership of that portion of the right-of-way to the owners of each side of the roadway, which is the applicant, UP Development. That 7,560-square feet of land then can be incorporated and consolidated as part of the redevelopment site and used for the project. As you will see in the development plans, the project's parking garage is proposed to be located on top of this vacated right-of-way land. If the roadway is not vacated, then the parking garage cannot be built as presently designed and the entire project must be redesigned. Thus, before the Planning and Zoning Board or City Commission makes a decision on the project parameters, the linchpin decision is the decision to vacate.

It could be argued that the applicant's request to vacate and abandon the North 126 feet of Galloway Drive is not consistent with the Developer's Agreement the applicant entered into with the City dated February 25, 2015 and recorded at Official Records Book 10891, Page 2720. Paragraph 8 of this Developer's Agreement requires the Owner/Developer to construct and convey to the City the Lee Road extension improvements as shown in Exhibit "B" to the Developer's Agreement. Exhibit "B" to the Developer's Agreement clearly shows an intersection between Galloway Drive and the Lee Road extension.

This decision on the right-of-way vacation and abandonment is particularly important because the public record includes a letter from Rebecca Wilson (attorney) representing the Dingman's the owners of the Volvo Store that object to the vacation of this portion of Galloway Drive. The Dingman's own all (100%) of the property on the east side of Galloway Drive down to Webster and also two of the three properties (67%) of the properties on the west side of Galloway Drive. The letter cites financial damages to the value of their properties as a result of the vacating and case law asserting that the City may be exposed to litigation regarding this effect on their properties value. While the applicant likely contests that conclusion, what is not in question is that the Dingmans would have unrestricted access on Galloway Drive that leads north to the Lee Road extension which then provides access to Orlando Avenue and points west if the requested vacation and abandonment is not granted and the applicant is required to construct the Lee Road extension's intersection with Galloway Drive as shown on Exhibit B to the Developer's Agreement.

It is extremely rare for the City to entertain a request to vacate that does not have the consent of all affected parties. Only once in the past 30 years has this same scenario occurred. That occurred two years ago in Ravaudage regarding the vacating of Kindel Avenue. In that case the party objecting would maintain their access on Kindel Avenue out to Orlando Avenue but was losing their access on Kindel Avenue out toward Lee Road. The City Commission required the developer to modify his vacate request to accommodate the objections of the opposing party and that portion of Kindel Avenue could only become vacated upon the construction and dedication of an alternate public street (Morgan Lane) providing access out toward Lee Road.

The general philosophy is that City doesn't "own" road right-of-ways which is why the City cannot sell a right-of-way, when the City vacates a street. With values of \$50 sf for land in the Orlando Avenue corridor the City wishes a decision could be made to sell. Instead the dedication of streets via a subdivision plat entrusts the land to the City to hold for the use of the general public and for the benefit of the adjacent and nearby property owners. If an adjacent or nearby property owner says that they need the road, that the road is valuable to their property and they want to the City to maintain that road access, then City has never before told the objecting property owner(s) that "no" you are wrong; you don't really need it. That would seem to be to the planning staff, especially true in this case where we have case law cited and the threat of litigation to protect their rights and values. Thus, the planning staff recommendation will be for denial of this request to vacate.

Development Standard Parameters: The statistics of this request are as follows:

The previously approved Corporate Square has a total land area of 498,207-square feet (11.4 acres), and the Development Agreement specifies a total building program of 89,565-square feet. In the current submission the applicant specifies a reduced building program of 86,300-square feet of planned buildings. Presumably the applicant's final design for that project reduces the building size by 2,965-square feet. This revised building program is a Floor Area Ratio (FAR) for this portion of the development at 17.3%.

The amended project, which now includes the total area of Whole Foods and Winter Park Square, has a total land area of 627,264-square feet or 14.4 acres (this land area number also includes the area of the future Lee Road extension that extends through this project). The total square footage of the buildings for the Winter Park Square is approximately 197,793-square feet, and as previously mentioned, the total square footage of the Corporate Square buildings is approximately 86,300-square feet. The FAR for the previously approved project and the amended project together equals 45.3% which slightly exceeds the permitted FAR. However, on a 14.4 acre site that overage means that the building program must only be reduced by 1,882-square feet.

While the planning staff recognizes the applicant's desire to transfer development rights from one project north of the Lee Road extension to the new one south of the Lee Road extension, it seems to stretch credibility to use land committed via Development Agreement to be deeded to the City for the Lee Road extension to also be used for building project land area. So discounting the land area of the Lee Road extension that extends into this project (approximately 36,160-square feet), the total land area for the entire project would be 591,104-square feet (13.57 acres). In the staff's opinion, when calculating the total land area, the land area of a public right-of-way committed to be dedicated via Development Agreement should not be included. Therefore, the actual FAR of this entire project would be over the maximum FAR at 48.1%. That would mean that the entitlements must be reduced by 18,324-square feet.

If the City determines that the concept of the transfer of development rights is not viable, then this proposed Winter Park Square project would greatly exceed the permitted FAR of 45%. The total land area of just the Winter Park Square project is 117,036-square feet (2.7 acres), which includes the area of the portion of Galloway Drive proposed to be vacated. The FAR for only the Winter Park Square portion of the project equals 169%. For comparisons, the Mt. Vernon redevelopment with a three level parking garage and without public parking credits is at a FAR of 60.9%, and the Project Wellness of the Winter Park Health Foundation with a five level parking garage is at a FAR of 93%.

Application Requests for Exceptions or Variances:

There are several exceptions or variances that are requested by the applicant for this project:

1. Parking required for the hotel portion of this project is one space per room. The applicant is proposing to provide 0.6 spaces per room. With the proposed 105 rooms the variance is for 42 spaces. Presumably in a large project such as this,

with valet parking, there would be enough float between uses to justify the parking variance.

2. Building setbacks are a minimum of 10 feet from streets and 5 feet from any interior property line. The restaurant building is shown at an 8 foot setback to the Lee Road extension. The retail/office "B" building is shown at a zero foot setback to the Lee Road extension. The parking garage building is shown at a zero foot setback to the Lee Road extension and to the south interior property line. The zero foot setbacks of the retail/office "B" building and for the parking garage building to the Lee Road extension are particularly troubling to the planning staff. Having buildings of 41 and 53 feet in height with zero setbacks on the edge of a five foot sidewalk next to the travel lanes of the Lee Road extension with 12,000 cars a day is not appropriate. The planning staff will recommend denial of these building setback variances.

Application Deficiencies: The planning staff is not in a position to recommend any form of approval for this project because the application materials submitted are deficient and do not meet the minimum plan submittal requirements per Code for a preliminary conditional use approval or as necessary to draft the Ordinances requested. Specifically, the insufficiencies per the Conditional Use from Section 58-90 (i) are as follows:

1. The submission lacks any information addressing the conceptual methods of meeting storm water retention per the code outlined below: In either site plan detail or narrative, the method of achieving storm water compliance with the City's and St. Johns requirements needs to be presented.
2. The submission lacks any information addressing tree preservation and compensation for trees proposed for removal. The applicant after consultation with Dru Dennison, the City's chief of urban forestry, needs to provide a listing of the trees to be removed and the compensation proposed. There are several mature live oak trees in good condition on the 950 N. Orlando Avenue parcel that might be preserved if the applicant made an effort to locate them and see if the development plans could accommodate their preservation.
3. The submission does not meet the requirements for the perspective elevations per the code. The elevations presented are not of all sides of the buildings as required. The perspective elevations do not show the exterior within 100 feet of the proposed building for context as required by code. The elevations presented inaccurately reflect the building setbacks to the sidewalk portion of the Lee Road extension and to the other interior property lines. Also noted is that if the parking garage is 126 feet wide with a zero foot setback to the Lee Road extension side, then portions of the structure including the overhangs and articulation would extend into the Lee Road extension road right-of-way beyond the property line.
4. The submission does not include any floor plan information as required to verify that the parking garage will hold the 364 spaces represented in the submission.
5. The submission does not include any information, justification or rationale for the variances requested for building setbacks or parking.

6. The submission does not include the legal description of the land to be changed in the Comprehensive Plan from a 3-story maximum to a 4-story maximum so the City staff cannot complete the Ordinance to make this change.
7. The submission does not include any legal description of the Galloway Drive road area to be vacated so the City staff cannot complete the Ordinance to make this change. In addition there has been no resolution on the method or feasibility of relocating the water and sewer main facilities within that portion of Galloway Drive requested for abandonment.

STAFF RECOMMENDATION IS FOR DENIAL OF THESE REQUESTS

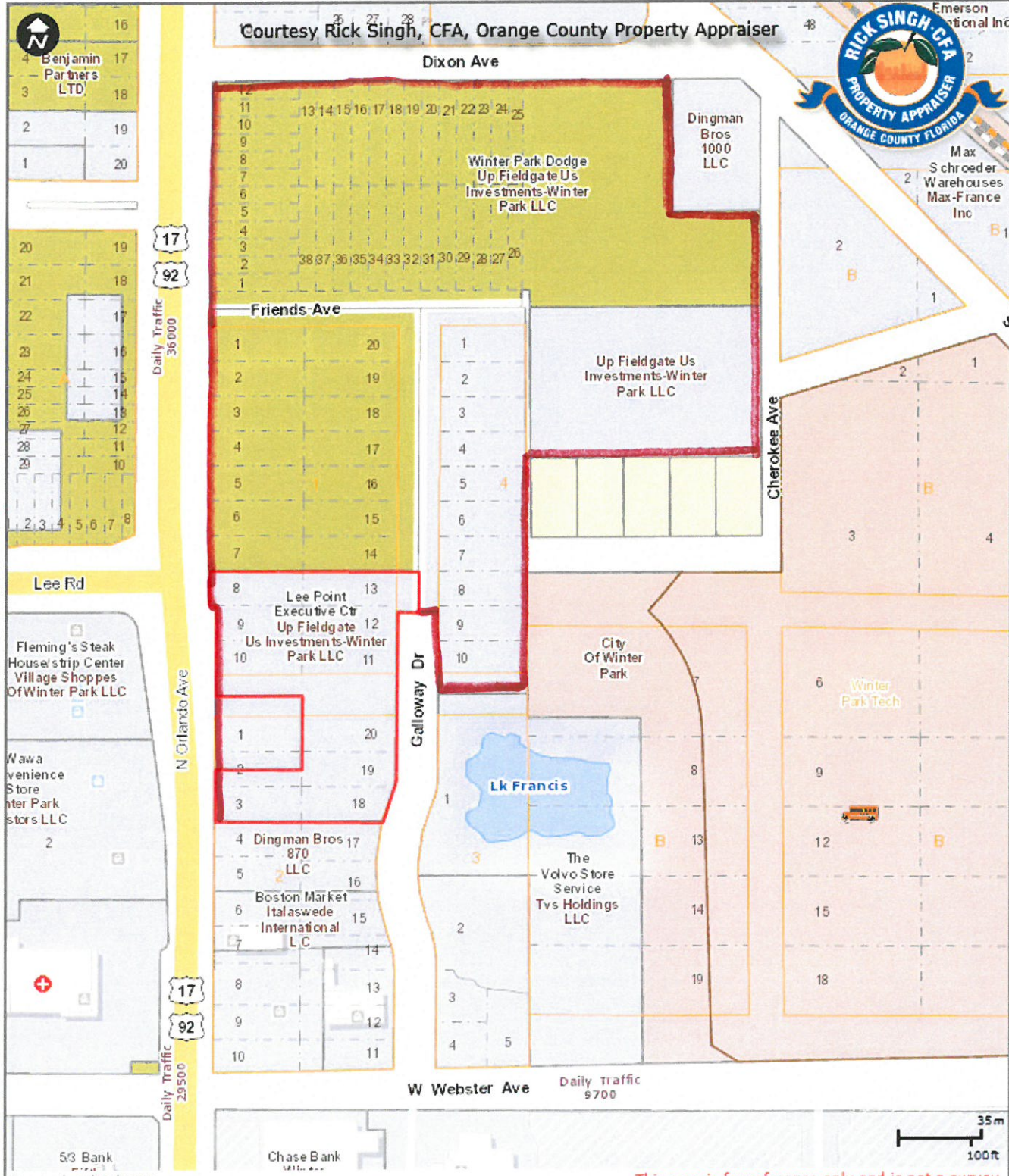
There are three main reasons for the staff recommendation:

1. The planning staff believes that the points made against the further vacating of Galloway Drive cause a realistic threat of litigation to the City based on the effect upon the value of the Dingman's properties and such action would be counter to the precedent set by the City Commission in a similar context within Ravaudage. If a public street is still in use by the public and needed by the property owners along that street, and the City has not been presented with any rationale for breaching the existing Development Agreement that commits to maintaining that roadway, then that seems sufficient justification for rejecting the for further vacating.
2. The planning staff believes if two development sites on opposite sides of a street have development that average out to the code limit FAR of 45% then perhaps a case can be made that the overall context conforms to the density parameters of the Comprehensive Plan. While the planning staff recognizes the applicant's desire to transfer development rights from one project north of the Lee Road extension to the new project south of the Lee Road extension, it seems to stretch credibility to ask the City to also use the land committed via Development Agreement to be deeded to the City for the Lee Road extension as part of the development site land area. The land being used and committed via Development Agreement to be deeded to the City for the Lee Road extension roadway is not part of either development site.
3. The planning staff cannot support the variances for the zero building setbacks to the Lee Road extension. Having buildings of 41 and 53 feet in height with zero setbacks on the edge of a five foot sidewalk next to the to the Lee Road extension with 12,000 cars a day is not appropriate. The adjacent property owners to the south also object to the zero setback variance requested to their property.

OCA Web Map

- | | | | | | | |
|------------------|-------------------------|------------------|-------------|-----------------------------------|-----------------|------------------|
| Florida Turnpike | Major Roads | Proposed Road | Block Line | Commercial/Institutional | Hydro | Golf Course |
| Interstate 4 | Public Roads | Brick Road | Lot Line | Governmental/Institutional/Misc | Waste Land | Lakes and Rivers |
| Toll Road | Gated Roads | Rail Road | Residential | Commercial/Industrial/Vacant Land | County Boundary | Building |
| | Road Under Construction | Proposed SunRail | Agriculture | Agricultural Curtilage | Parks | Hospital |

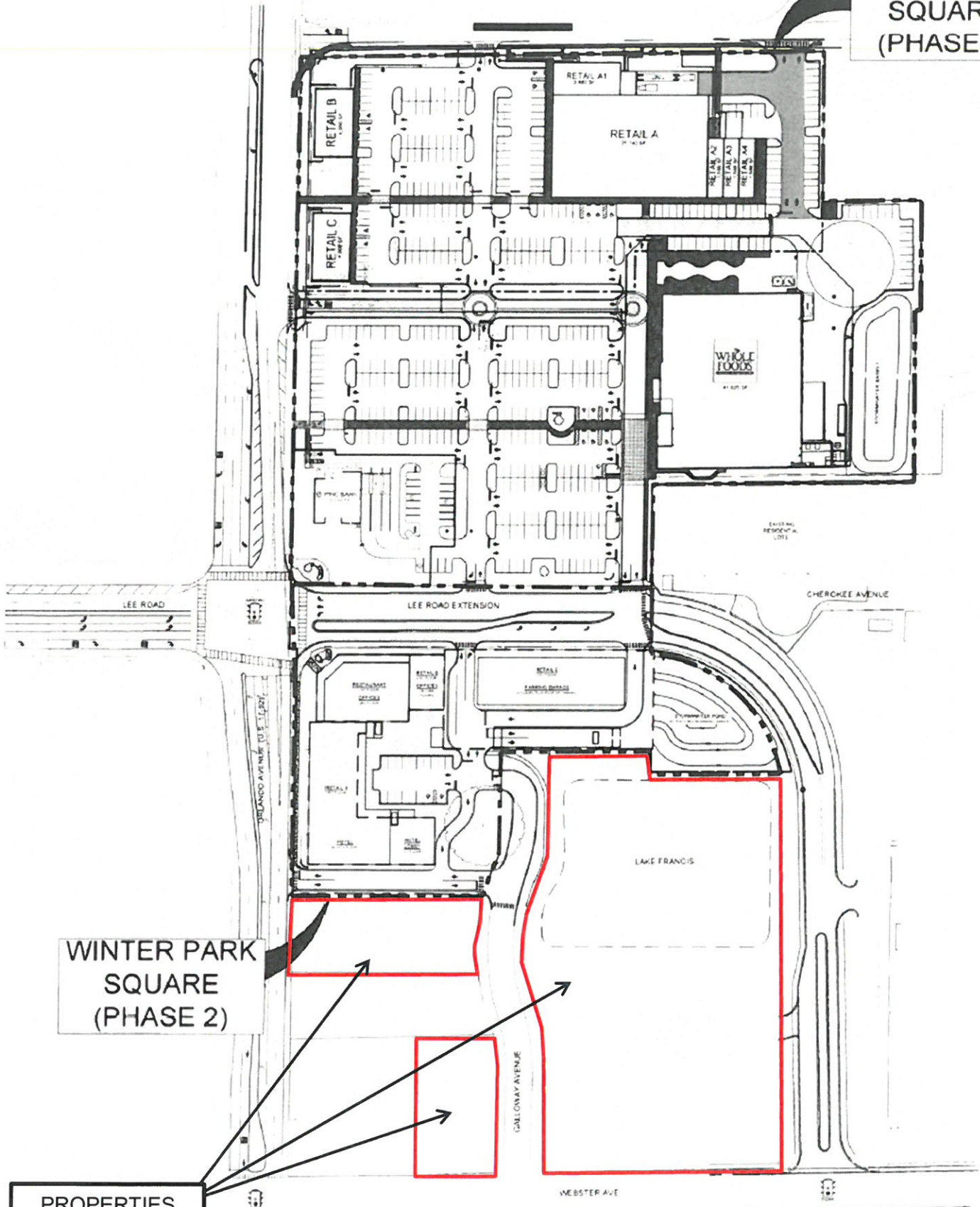
Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 1/22/2016

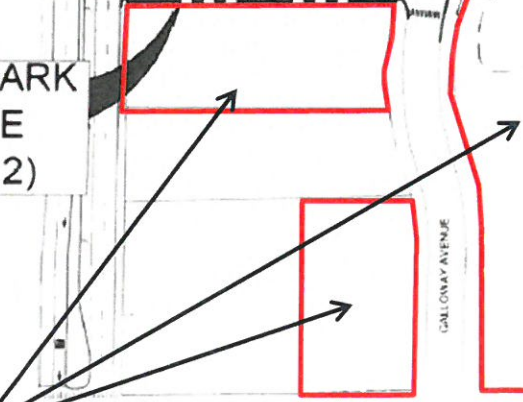
This map is for reference only and is not a survey.

CORPORATE
SQUARE
(PHASE 1)



WINTER PARK
SQUARE
(PHASE 2)

PROPERTIES
OWNED BY THE
DINGMANS



January 13, 2016

VIA E-MAIL

City of Winter Park
Mayor Leary and Commissioners
MayorAndCommissioners@CityOfWinterPark.org

Re: UP Fieldgate US Investments- Winter Park (“UP”)/Winter Park Square Development proposed for 900 and 950 N. Orlando Avenue and 1160 Galloway Drive (the “UP Project”)/ Right-of-Way Vacation Application (the “ROW Vacation Request”)

Dear Mayor Leary and Commissioners,

Our firm represents the Dingman family, which has for decades owned properties adjacent to the UP Project, including those located at 1051 W. Webster Avenue, 1111 W. Webster Avenue, 1000 Dixon Street, and 870 N. Orlando Avenue (collectively, the “Dingman Properties”). It came to our attention that the UP Project now includes a ROW Vacation Request made to the City of Winter Park (the “City”) on January 8, 2016 (enclosed herewith at Attachment “A”). We have no objection to the UP Project in its entirety and are looking forward to the successful completion of such development. However, based on our review of Florida statutory law, relevant case law, the City’s Code of Ordinances and submittals made to the City on behalf of the UP Project, we believe the City should not permit the ROW Vacation Request. If the City does approve such ROW Vacation Request, then the Dingmans and all affected property owners would be entitled to compensation from the City for the same.

On October 27, 2014 the City enacted Ordinance No. 2980-14 authorizing the vacation of two existing rights-of-way for the UP Project (the “Original Vacations”). At the time, our client in good faith did not object to the abandonment and vacation of a portion of Galloway Drive and Friends Avenue because it was assured that there would be a connection to the Lee Road extension once the UP Project was constructed. As highlighted on the site plan submitted to the City Commission at the October 27, 2014 hearing (enclosed herewith as Attachment “B”), access to the Lee Road extension via Galloway Drive was guaranteed for the Dingmans.

Additionally, at the time of the Original Vacations, the Lee Road extension and signalization was presented as a means of alleviating traffic congestion and concerns on Lee Road and SR 17-92. However, such traffic issues are not alleviated if the properties abutting Galloway Drive do not have access to the Lee Road extension pursuant to the new access plans under the ROW Vacation Request.

Moreover, any alternative access proposed by UP that provides less than the original planned access from Galloway Drive to the Lee Road extension and SR 17-92 is objectionable. Accordingly, the quality and nature of the access assured by UP in their Original Vacations should not be modified.

The precedent established by granting UP additional ROW vacation is not in the best interest of the City or public. Continuing to give City land to a private owner for their development without consideration of the impacts on adjacent property owners and access to their properties will place liability on the City for consequent damages. Though we understand that cities possess the power to authorize vacations of existing rights-of-way, a city is “empowered to vacate streets only when the vacation is in the public interest or when the street is no longer required for public use and convenience. . . . [I]f the general public is using the roads and streets in question (including public service vehicles such as garbage trucks, police, fire or emergency vehicles), then the [city] should not close or vacate the roads or streets in question as such vacation would be injurious to the public welfare or violate individual property rights.” 1978 Fla. AG LEXIS 45.

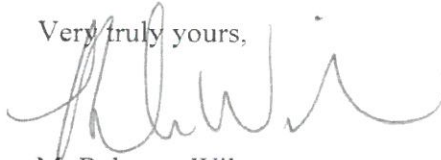
In the case of UP’s ROW Vacation Request, Galloway Drive is currently being used by the general public for access and convenience, and any restriction of the same would be injurious to public welfare and individual property rights. Florida courts have consistently confirmed that access to one’s property is a right and limitations placed on the same are compensable. *See Pinellas County v. Austin*, 323 So. 2d 6 (Fla. 2d DCA 1975) (“The right of access to one’s land is a property right. Even where a public body has properly exercised its discretion in determining to vacate a street, a property owner may be entitled to compensation for the consequent loss of access.”) Because “[a] street can only be vacated through the approval of the appropriate public body” when approval is granted such public body “becomes liable for compensation to those whose right of access has been taken away.” *Id.* The value of the Dingman Properties will be negatively impacted by the limitation of access through Galloway Drive. Moreover, the ability for the Dingman’s to successfully operate their commercial businesses on their properties will be impeded if trucks, service vehicles and customers are unable to utilize Galloway Drive for access to the Lee Road extension and SR 17-92.

For the reasons noted above, the ROW Vacation Request should not be granted and the UP Project should be developed in accordance with the access plans requested and granted under the Original Vacations. If the current ROW Vacation Request is granted, the Dingman’s and remaining property owners utilizing Galloway Drive for access would be entitled to pursue all rights and remedies under Florida law, including compensation for the impairment of such access.

Because the ROW Vacation Request is incomplete as of today’s date and is still pending UP’s submittal of a legal description and letters of no objection from existing utility providers, we reserve the right to supplement our objection following receipt and review of the completed application.

We appreciate your time and consideration of the information contained herein and respectfully request that you deny the ROW Vacation Request.

Very truly yours,



M. Rebecca Wilson

MRW/TLT

Encl.

CC:

Tara L. Tedrow, Esq. (via e-mail: tara.tedrow@lowndes-law.com)

Daniel W. Langley, Esq. (via e-mail: dlangley@fishbacklaw.com)

Richard Dingman (via fax: 407-644-4632)

Jeff Briggs (via e-mail: jbriggs@cityofwinterpark.org)

Randy Knight (via e-mail: rknight@cityofwinterpark.org)

Dori Stone (via e-mail: dstone@cityofwinterpark.org)

Attachment "A"

LOCHRANE

Consulting Engineers • Surveyors

Orlando • Gainesville

January 8, 2016

Mr. Don Marcotte
Assistant Director/City Engineer
City of Winter Park Engineering Division
401 South Park Avenue
Winter Park, Florida 32789



Sent via Email dmarcotte@cityofwinterpark.org

*Winter Park Square
Preliminary Conditional Use Application
Right of Way Vacation Application*

Dear Mr. Marcotte,

On December 4, 2015, a Conditional Use Application for the above referenced project was submitted to Mr. Jeff Briggs at the City Planning Department. One of the items related to this application was a proposed right of way vacation application for a portion of Galloway Drive immediately south of the planned Lee Road Extension. The Development Plan included in the application documents shows the location and extent of this right of way vacation (copy attached).


Upon contacting your Department at the time of application, we were advised there is no formal application form for a proposed right of way vacation. It was explained that the process is for an applicant to submit a letter (to your attention) requesting a vacation. This letter herein is presented to satisfy this requirement. Also, it was explained that to facilitate the City's processing of the vacation request, the applicant must submit a legal description of the right of way in question along with letters from utility companies having facilities within the right of way proposed for vacation. The letters from each utility company are to acknowledge the vacation and to confirm approval of or no objection to the vacation.

We are in the process of coordinating with the utility companies and will provide their letters to your office once obtained, along with a legal description of the limits of proposed vacation.

Please let me know if you have any questions regarding this matter.

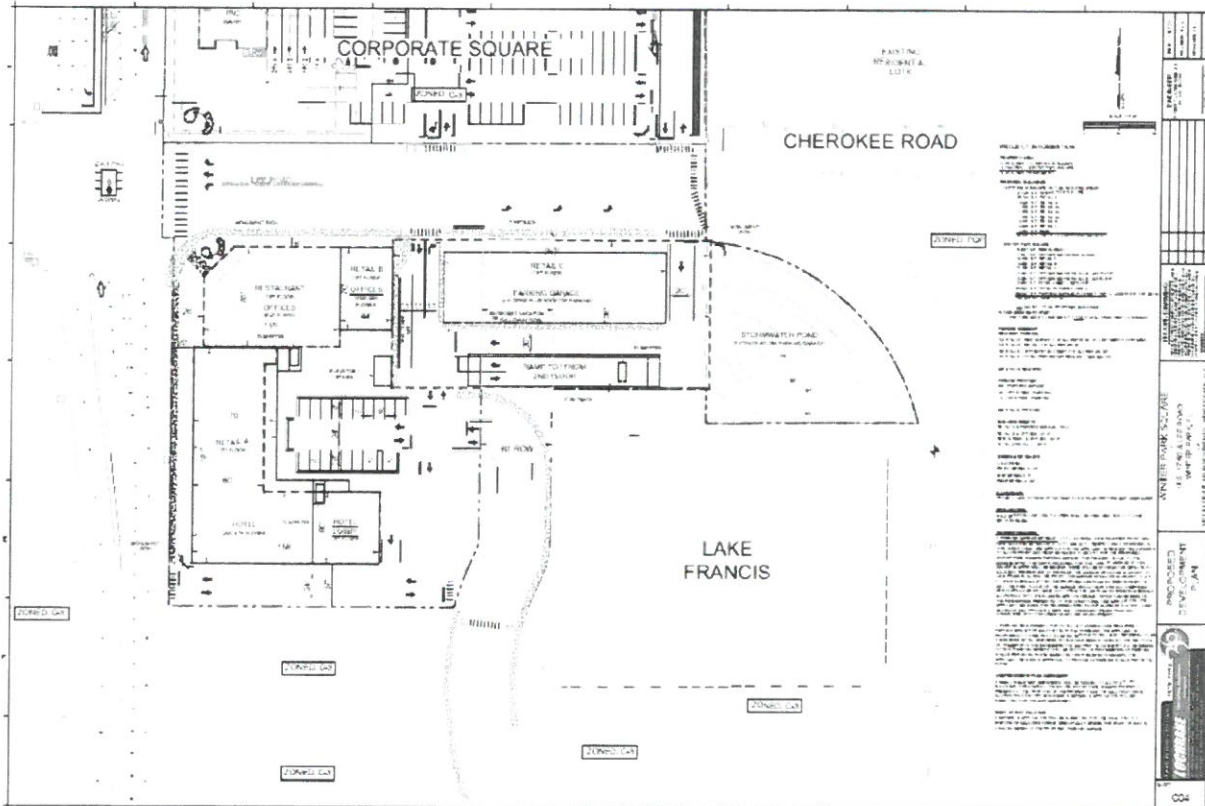
Sincerely,

LOCHRANE

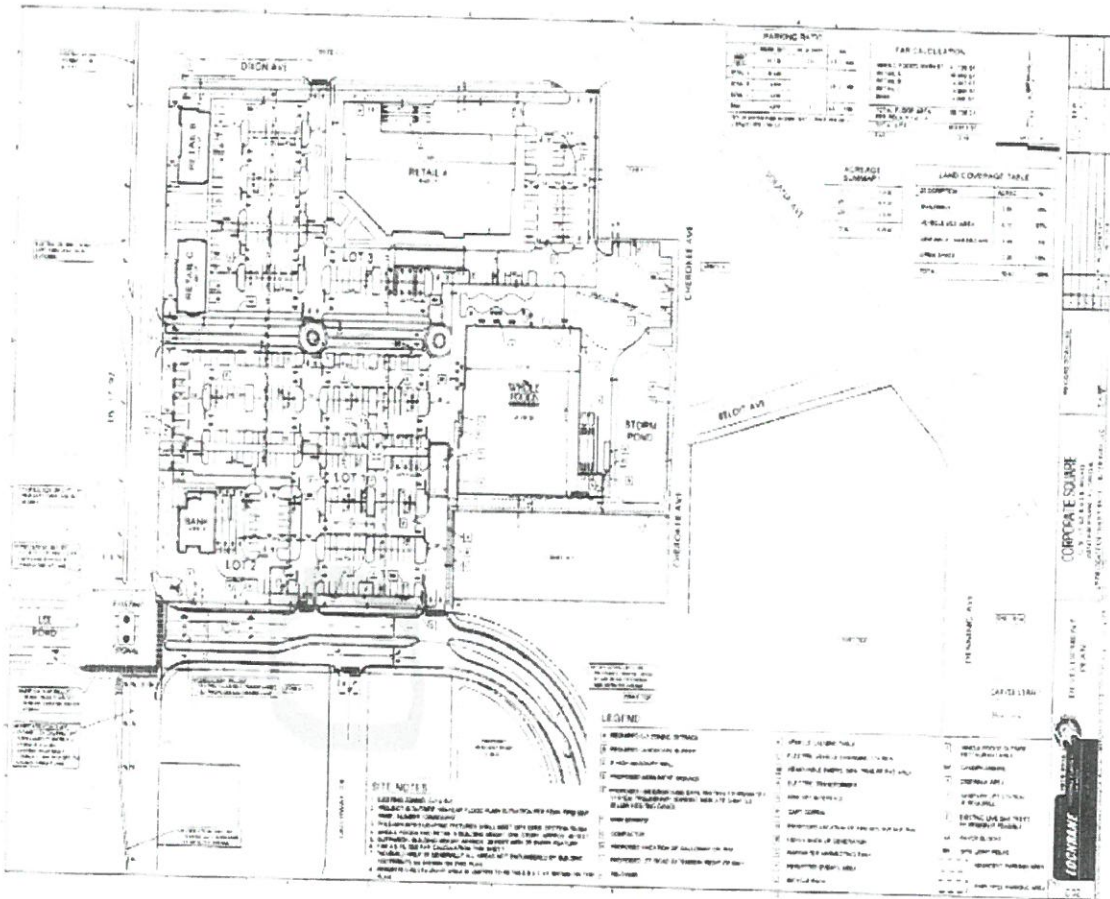

Robert J. Lochrane, P.E.
Executive Vice President

Cc (Via Email):
Jeff Briggs
Frank Herring

201 South Dunwoody Avenue • Orlando, Florida 32813
Phone: 407-851-1111 • Fax: 407-851-1110 • www.lochrane.com



Attachment "B"



PRELIMINARY CONDITIONAL USE FOR WINTER PARK SQUARE (AN AMENDMENT TO CORPORATE SQUARE CONDITIONAL USE)

SUBMITTAL DATE: DECEMBER 4, 2015

OWNER / APPLICANT
UP FIELDGATE US INVESTMENTS - WINTER PARK, LLC
C/O PAUL JOHNSON, SLOANE & JOHNSON
3660 MAGUIRE BLVD, SUITE 102
ORLANDO, FLORIDA 32803



PHASE 1 - CORPORATE SQUARE
STATUS: FINAL CONDITIONAL USE APPROVED
BY THE CITY

PHASE 2 - WINTER PARK SQUARE
STATUS: PENDING AMENDMENT TO CORPORATE
SQUARE CONDITIONAL USE

UTILITY PROVIDERS

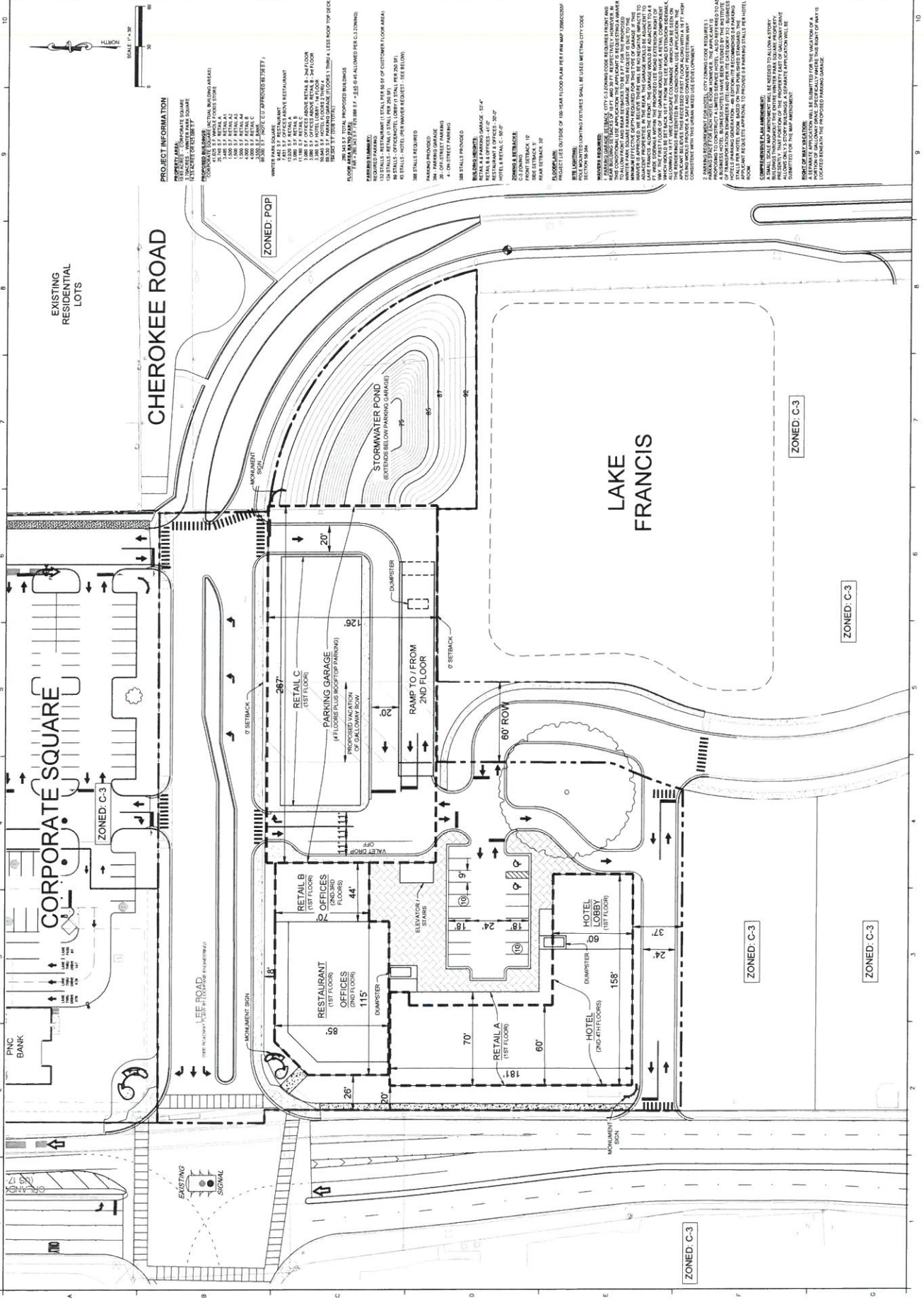
- GAS**
TELEPHONE COUNTRYSIDE
WINTER PARK, FL 32789
407-956-3317
- ELECTRICITY**
CITY OF WINTER PARK
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- CANALRY
SEWER**
CITY OF WINTER PARK
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- WATER**
CITY OF WINTER PARK
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- SLURRY RIVER WATER MANAGEMENT**
PALM BLVD, BOX 1429
ORLANDO, FLORIDA 32803
386-229-4500

PLANS

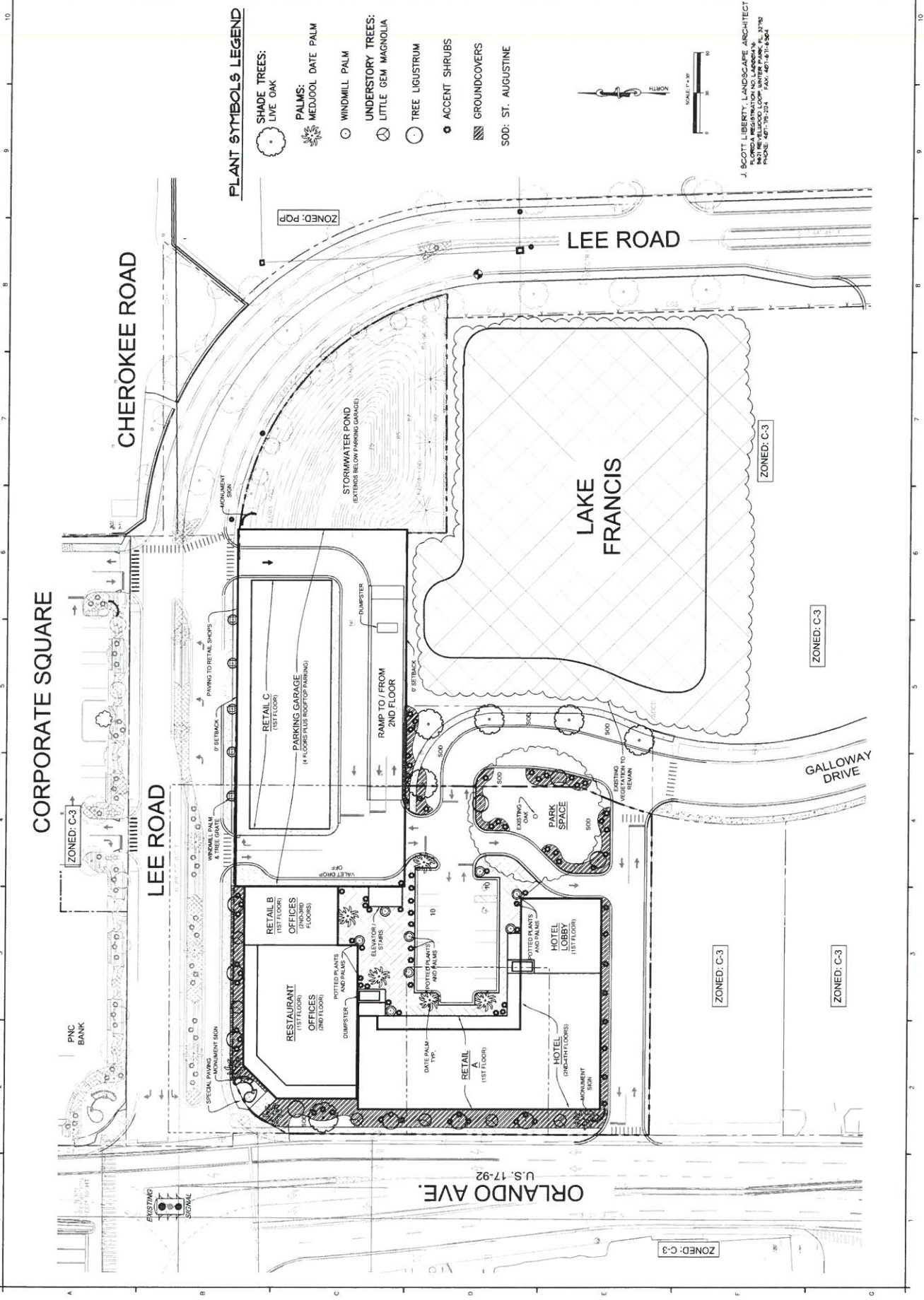
NO	DESCRIPTION
001	COVER SHEET
002	OVERALL DEVELOPMENT PLAN - PHASES 1 & 2
003	EXISTING CONDITION SURVEY
004	PROPOSED DEVELOPMENT PLAN
005	LANDSCAPE PLAN

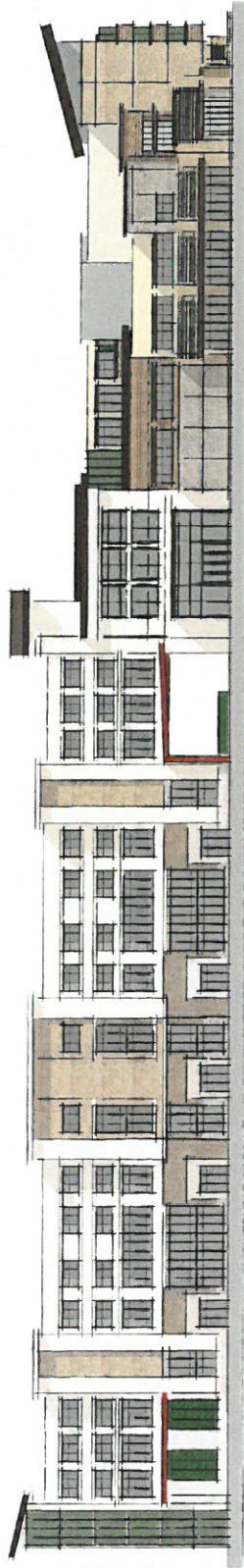
CONSULTANTS

- CIVIL ENGINEER**
SLOANE & JOHNSON
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- ARCHITECT**
SLOANE & JOHNSON
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- LANDSCAPE ARCHITECT**
SLOANE & JOHNSON
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- ENVIRONMENTAL ENGINEER**
SLOANE & JOHNSON
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317
- PLANNING AND DESIGN**
SLOANE & JOHNSON
301 SOUTH ELMER AVENUE
ORLANDO, FLORIDA 32803
407-956-3317

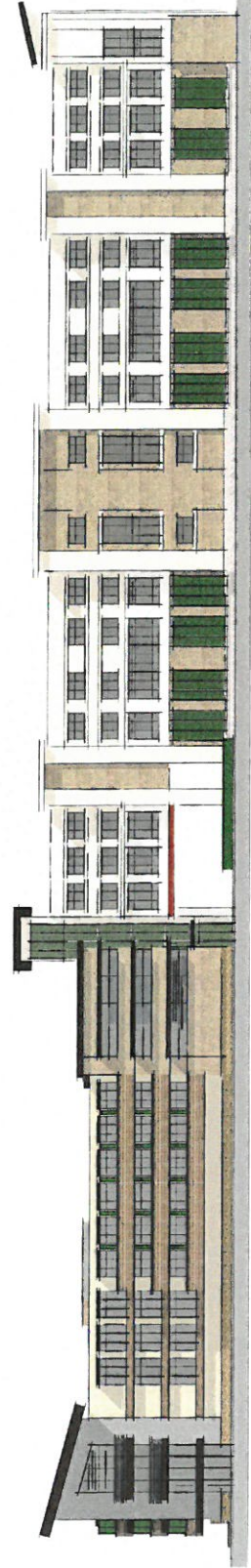


PROJECT INFORMATION
 PROJECT AREA: 1.2 ACRES
 2 LOTS: WINTER PARK SQUARE
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 4 LOTS: WINTER PARK SQUARE
 5 LOTS: WINTER PARK SQUARE
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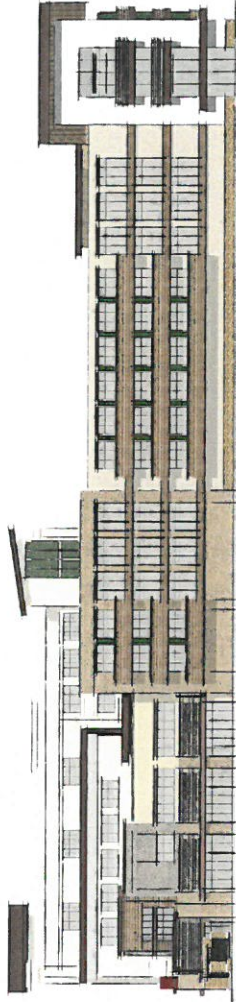




NORTH ELEVATION
SCALE: 1/16" = 1'-0"

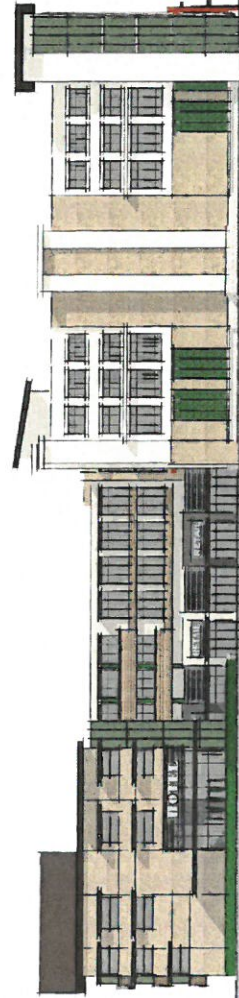


SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



WEST ELEVATION
SCALE: 1/16" = 1'-0"

100'



EAST ELEVATION
SCALE: 1/16" = 1'-0"

100'



VIEW FROM LEE RD/
ORLANDO AVE.



VIEW TO HOTEL
LOBBY/ PLAZA



VIEW TO PLAZA/
RESTAURANT



VIEW FROM
ORLANDO AVE.



GARAGE PERSPECTIVE
NORTH ELEV. LOOKING EAST



GARAGE PERSPECTIVE
NORTH ELEV. LOOKING WEST

Prepared by
Paul "J.J." Johnson, Jr., Esq.
Johnson Real Estate Law, PA
3660 Maguire Blvd, Ste 102
Orlando, FL 32803

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

DOCN 20150138629 B: 10891 P: 2720
03/19/2015 08:34:10 AM Page 1 of 9
Rec Fee: \$78.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: CITY OF WINTER PARK



DEVELOPER'S AGREEMENT FOR
1000/1050 N. Orlando Avenue, 1160 Galloway Drive and 967 Cherokee Avenue

THIS AGREEMENT ("Agreement") entered into and made as of the 25th day of February, 2015, by and between the **CITY OF WINTER PARK, FLORIDA**, 401 S. Park Avenue, Winter Park, Florida, 32789 (hereinafter referred to as the "City"), and **UP FIELDGATE US INVESTMENTS - WINTER PARK LLC**, a Florida limited liability company, 3201 East Colonial Drive, Orlando, Florida, 32083, (hereinafter referred to as "Owner/Developer").

WITNESSETH

WHEREAS, UP FIELDGATE US INVESTMENTS - WINTER PARK LLC is the Owner/Developer of certain real property at 1000/1050 N. Orlando Avenue, 1160 Galloway Drive and 967 Cherokee Avenue, lying within the municipal boundaries of the City of Winter Park, as more particularly described on Exhibit "A" attached to and incorporated into this Agreement by reference (hereinafter referred to as "Property")

WHEREAS, the Owner/Developer desires to develop the Property for the operation of a Whole Foods grocery store (approximately 40,965 SF) with a secondary retail store (approximately 36,600 SF) and three out-parcels (approximately 4,000 SF each) as more particularly shown on Exhibit "B", the final site plan, attached to and incorporated into this Agreement by reference (hereinafter, the "Project"); and

WHEREAS, the Owner/Developer desires to facilitate the development of the Project, in compliance with the laws and regulations of the City, and of other governmental authorities as well as provide assurances that the Project will be compatible with surrounding properties; and

WHEREAS, the City of Winter Park has granted conditional use approval in order to facilitate this Project and has also agreed to consent to development of the Project provided that Owner/Developer acknowledge and abide by the restrictions mutually agreed upon for the operation and future use of the Property and such acknowledgement and restrictions are agreed upon to be in the form of a recordable Development Agreement to run with title to the land.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and the Owner/Developer agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and form a material part of the Agreement.

SECTION 2. REPLATTING OF PROPERTY

The Owner/Developer consents and agrees to join, plat, and subdivide the Property as necessary to achieve the Project objectives in accordance with the Comprehensive Plan future land use and zoning designations provided by City. The City agrees and consents to Owner/Developer joining, platting, and subdividing the Property to allow for and to encourage third-party occupancy and future conveyance of all or part of the Property.

SECTION 3. BUILDING ARCHITECTURE

The Owner/Developer consents and agrees to design the out-parcel buildings in architectural conformity with the main retail buildings and to use City's themed acorn lights along US 17/92. Architectural conformity will be decided by the City Planning Department, with the Owner/Developer having the right to appeal such determinations to the Planning and Zoning Board and then to the City Commission within thirty (30) days of the receipt of said determination.

SECTION 4. SIGNAGE

The Owner/Developer consents and agrees to the Project being limited to monument signage for all ground signs in lieu of pole signs and that the location and number of monuments signs shall be subject to the master sign plan, as part of the final conditional use approval by the City Commission. The master sign plan shall continue to govern the Project after the platting of the Property.

SECTION 5. STORM WATER RETENTION

The Owner/Developer consents and agrees to retrofit the Property to conform to the storm water retention requirements of the City and Saint Johns River Water Management District.

SECTION 6. LANDSCAPING

The Owner/Developer consents and agrees to provide enhanced landscaping as required by City staff to create an appealing front door appearance and review opportunities to preserve, using commercially reasonable diligence, the two major live oak trees on-site. Owner/Developer will provide additional buffer around live oak trees as required by City staff.

SECTION 7. TRAFFIC SIGNALS

The Owner/Developer agrees to pay Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125.00) as its proportionate share of funding for traffic signal timing improvements.

SECTION 8. RIGHT-OF-WAY DEDICATION

The Owner/Developer agrees to convey, or cause the applicable party to convey, to the City, by warranty deed and bill of sale, the right-of-way and roadway improvements constructed by the Owner/Developer for the Lee Road extension, shown in Exhibit "B". Acceptance of the right-of-way and roadways improvements will be upon terms and conditions acceptable to the City as evidenced by a memorandum of understanding approved by the City Manager. Upon acceptance, all maintenance of the Lee Road extension shall be the responsibility of the City.

SECTION 9. SOUND CONTAINMENT

The building and mechanical equipment will be designed and operated at all times under a maximum of 55 decibels at the Property line. At certificate of occupancy, the engineer of record shall provide a certification of compliance with this requirement, and any subsequent violation of the specific 55 decibel level shall be grounds for code enforcement by the City and shall require compliance by the property owner and tenant. Upon written notice from City of a violation, Owner and tenant shall comply with the 55 decibel level within fifteen (15) days of such notice.

SECTION 10. EXPANSIONS, AMENDMENTS & MODIFICATIONS TO THIS AGREEMENT

Expansions, amendments, and modifications to this Agreement, if requested by the Owner/Developer, may be permitted if approved following review by the City in conformance with the City's Land Development Code.

SECTION 11. AGREEMENT TO BE BINDING

This Agreement, including any and all supplementary orders and resolutions, together with the approved development plan, the master sign plan, and all final site plans, shall be binding upon the Owner/Developer and their successors and assigns in title or interest. The provisions of this Agreement

and all approved plans shall run with the Property including after platting the Property, and shall be administered in a manner consistent with Florida Statutes and local law.

SECTION 12. ENFORCEMENT

This Agreement may be enforced by specific performance. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorney's fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement, which costs, expenses and fees shall also be a lien upon the Property superior to all others. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

SECTION 13. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Venue for purpose of litigation shall be in Orange County, Florida.

SECTION 14. RECORDING

This Agreement shall be recorded, at Owner/Developer's expense, among the Public Records of Orange County, Florida no later than fourteen (14) days after full execution. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations, which regulates the use and enjoyment of the Property.

SECTION 15. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 16. SEVERABILITY

If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

SECTION 17. DEVELOPMENT PERMITS

Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

SECTION 18. SUBORDINATION/JOINDER

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 Agreement or the lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, if necessary, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.

SECTION 19. EFFECTIVE DATE

This Agreement shall not be effective and binding until the latest date that this Agreement is approved by and signed by all parties hereto.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Signature of Witness #1
Printed Name: Paul Johnson

Signature of Witness #2
Printed Name: Frank W. Herring

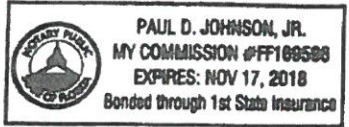
OWNER:

UP FIELDGATE US INVESTMENTS - WINTER
PARK LLC, a Florida limited liability company

By: [Signature]
Scott Fish, Manager

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 6 day of March, 2015, by Scott Fish, as Manager of **UP FIELDGATE US INVESTMENTS - WINTER PARK LLC (Owner/Developer)**, a Florida limited liability company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

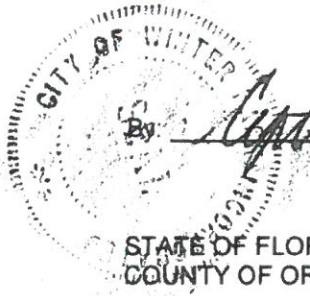


[Signature]
Notary Public
Printed Name: _____
My commission expires: _____

CITY OF WINTER PARK, FLORIDA

ATTEST:

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



By: Christie Burkham

City Clerk

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 2nd day of March, 2015, by Kenneth W. Bradley, Mayor, of the City of Winter Park, Florida, who is personally known to me.

Michelle Bernstein
Notary Public
Printed Name: _____
My commission expires: _____



EXHIBIT "A"

Attach legal description of the Property

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

PARCEL 1:

THE WEST 330 FEET OF THE EAST 773 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 443 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 212 FEET, WEST 330 FEET, NORTH 212 FEET, EAST 330 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 72.00 FEET OF THE EAST 125.00 FEET OF THE WEST 330 FEET OF THE EAST 773.00 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22, SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2:

BEGIN 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 330 FEET, NORTH 118 FEET, EAST 330 FEET.

LESS AND EXCEPT ROADWAY ON NORTH; AND

LESS AND EXCEPT: BEGIN 443 WEST AND 118 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22, SOUTH, RANGE 29 EAST, RUN WEST 125 FEET, NORTH 118 FEET, EAST 125 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 1 THRU 9, INCLUSIVE, AND LOTS 13 THRU 38, INCLUSIVE, ALANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK N, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 4:

LOTS 10, 11 AND 12, ALANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK N, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 5:

THAT PARCEL OF LAND LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE AND NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF FRIENDS AVENUE AND EAST OF ALANDALE PARK AS RECORDED IN PLAT BOOK N, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 25 OF SAID ALANDALE PARK, THENCE RUN NORTH 00°44'12" EAST ALONG THE EAST LINE OF SAID LOT 26 AND LOT 25 OF SAID ALANDALE PARK A DISTANCE OF 301.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 25, SAID NORTHEAST CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE; THENCE RUN NORTH 89°32'27" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE 11.60 FEET TO THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED PARCEL (HEREINAFTER "PARCEL 2"):

PARCEL 2:

BEGIN 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 330 FEET, NORTH 118 FEET, EAST 330 FEET, LESS AND EXCEPT ROADWAY ON NORTH; AND LESS AND EXCEPT: BEGIN 443 FEET WEST AND 118 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN WEST 125 FEET, NORTH 118 FEET, EAST 125 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, THENCE SOUTH TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE RUN SOUTH 00°01'54" WEST ALONG THE WEST BOUNDARY LINE OF PARCEL 2 AND THE WEST BOUNDARY LINE OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL 1:

THE WEST 330 FEET OF THE EAST 773 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 443 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 212 FEET, WEST 330 FEET, NORTH 212 FEET, EAST 330 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 72.00 FEET OF THE EAST 125.00 FEET OF THE WEST 330 FEET OF THE EAST 773.00 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22, SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA;

WHICH BOUNDARY LINE IS ALSO THE WEST LINE OF THE EAST 773.00 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, A DISTANCE OF 301.12 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID FRIENDS AVENUE; THENCE RUN SOUTH 89°32'27" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FRIENDS AVENUE A DISTANCE OF 15.30 FEET TO THE POINT OF BEGINNING.

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN N00°29'19"W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 1, A DISTANCE OF 1444.59 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE RUN S89°15'26"W, ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4, AS SAID LINE IS DEPICTED ON THE FDOT RIGHT-OF-WAY MAPS FOR STATE ROAD 15/600, SECTION NUMBER 75030, F.P. 408429-1, A DISTANCE OF 568.01 FEET, TO A POINT ON THE WEST LINE OF THE EAST 568.00 FEET OF THE AFORESAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THAT PARCEL BEING DESCRIBED HEREIN; THENCE S00°29'19"E, ALONG SAID WEST LINE OF THE EAST 568.00 FEET, A DISTANCE OF 190.00 FEET, TO A POINT ON THE SOUTH LINE, OF THE NORTH 190.00 FEET, OF THE AFOREMENTIONED SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE N89°15'26"E, ALONG SAID SOUTH LINE OF THE NORTH 190.00 FEET, RUN A DISTANCE OF 125.00 FEET, TO A POINT ON THE WEST LINE OF THE EAST 443.00 FEET, OF THE AFOREMENTIONED SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE S00°29'19"E, ALONG SAID WEST LINE OF THE EAST 443.00 FEET, RUN A DISTANCE OF 140.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE AFOREMENTIONED SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE S89°15'26"W, ALONG SAID SOUTH LINE OF THE NORTH 330.00 FEET, RUN A DISTANCE OF 330.00 FEET, TO A POINT ON THE WEST LINE OF THE EAST 773.00 FEET, OF THE AFOREMENTIONED SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE N00°29'19"W, ALONG SAID WEST LINE OF THE EAST 773 FEET, RUN A DISTANCE OF 28.54 FEET, TO A POINT OF INTERSECTION OF THE EASTERLY PROJECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FRIENDS AVENUE AS SHOWN ON THE PLAT OF ALANDALE PARK, RECORDED IN PLAT BOOK "N", PAGE 7, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S89°17'00"W, ALONG EASTERLY PROJECTION AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRIENDS AVENUE, A DISTANCE OF 450.35 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF NORTH ORLANDO AVENUE (US 17-92), AS SAID RIGHT-OF-WAY IS SHOWN ON THE AFOREMENTIONED FDOT RIGHT-OF-WAY MAPS FOR STATE ROAD 15/600, SECTION NUMBER 75030, F.P. 408429-1; THENCE N00°15'52"E, ALONG SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 301.30 FEET, TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE N89°15'26"E, ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, RUN A DISTANCE OF 661.39 FEET, TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL 1:

BEGIN 5 CHAINS SOUTH AND 450 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. THENCE RUN SOUTH 5 CHAINS, THENCE RUN WEST 5 CHAINS, THENCE RUN NORTH 5 CHAINS AND THENCE RUN EAST 5 CHAIN TO THE POINT OF BEGINNING; LESS AND EXCEPT THE SOUTH 114 FEET THEREOF.

PARCEL 2:

ALL OF THE LAND LYING IMMEDIATELY ADJACENT TO AND WEST OF WESTERN BOUNDARY OF THE FOLLOWING REAL PROPERTY:

BEGIN 5 CHAINS SOUTH AND 450 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, THENCE RUN SOUTH 5 CHAINS, THENCE RUN WEST 5 CHAINS, THENCE RUN NORTH 5 CHAINS AND THENCE RUN EAST 5 CHAINS TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 114 FEET THEREOF, ALL LOCATED IN ORANGE COUNTY, FLORIDA (PARCEL ID NO. 01-22-29-0000-00016: THE "RCJ2 PROPERTY");

AND LYING EAST OF THE EASTERN BOUNDARY OF THE FOLLOWING REAL PROPERTY:

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF QUAKER AVENUE (NOW ABANDONED AS PER RESOLUTION SHOWN IN OFFICIAL RECORDS BOOK 1390, PAGE 601), WHICH LIES IMMEDIATELY ADJACENT TO THE SOUTH LINE OF BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PARCEL H) NO. 01-22-29-3452-04-0102: THE "UP PROPERTY");

AND HAVING AS ITS NORTHERN BOUNDARY THE WESTWARD EXTENSION OF THE NORTH BOUNDARY OF THE RCJ2 PROPERTY AND AS ITS SOUTHERN BOUNDARY THE WESTWARD EXTENSION OF THE SOUTH BOUNDARY OF THE RCJ2 PROPERTY;

AND INCLUDING ALL RIGHTS OF WAY, STREETS, ALLEYS, PASSAGEWAYS, STRIPS, GORES AND OTHER RIGHTS, TITLES AND INTERESTS PERTAINING TO EITHER THE RCJ2 PROPERTY OR THE UP PROPERTY.

PARCEL C:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 14, 15, 16, 17, 18, 19 AND 20, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF QUAKER AVENUE VACATED PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1390, PAGE 601, WHICH LIES IMMEDIATELY ADJACENT TO THE SOUTH LINE OF BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THE PORTION OF PARCEL "C" SOUTH OF THE LEE ROAD EXTENSION.



Proposed Development
Southeast Corner of US 17-92 & Lee Road
Traffic Analysis

This traffic analysis was conducted for the proposed redevelopment of the southeast corner of US 17-92 and Lee Road in Winter Park, Florida. The site is currently occupied by a 35,550 square foot office building and a 4,314 square foot paint store. The office building and the paint store will be demolished to make room for the proposed redevelopment. This redevelopment will consist of the following uses:

- 105-room limited service hotel (motel)
- 31,010 square feet of retail shops/stores
- 9,462 square feet of sit-down restaurant
- 13,521 square feet of office space

Trip Generation

The trip generation of the existing and proposed uses was calculated with the use of rates from the 9th Edition of the ITE Trip Generation Manual and the 2nd Edition of the ITE Handbook. The calculation is summarized in **Table 1**.

TABLE 1
Trip Generation Summary

ITE Code	Land Use	Size	Daily Generation		P.M. Peak Hour Generation			
			Rate**	Trips	Rate**	Enter	Exit	Total
Existing Uses								
710	General Office	35.550 KSF	16.82/E	598	3.32/E	20	98	118
816	Hardware/Paint Store	4.314 KSF	51.29/R	221	4.89/R	10	11	21
Total Trips				819	----	30	109	139
Pass-by Trips/Paint Store (34%)				75	----	3	4	7
New Net Trips				744	----	27	105	132
Proposed Uses								
320	Motel	105 Rooms	9.11/R	957	0.58/R	32	29	61
826	Special Retail	31.010 KSF	43.99/E	1,364	3.10/E	42	54	96
932	Sit-down Restaurant	9.462 KSF	127.15/R	1,203	9.85/R	56	37	93
710	General Office	13.521 KSF	11.03/R	149	1.49/R	3	17	20
Total Trips				3,673	----	133	137	270
Pass-by Trips/Specialty Retail (34%)				505	----	24	15	39
Pass-by Trips/Restaurant (43%)				517	----	24	16	40
New Net Trips				2,651	----	85	106	191
Trip Increase due to Redevelopment				1,907	----	58	1	59

* KSF = 1,000 square feet

** E = Equation, R = Average Rate

The trip generation calculation reveals that the proposed redevelopment will result in an increase of 1,932 new net trips and 64 P.M. peak hour trips to be added to the area roadways.

Impact Assessment

Based upon a recently completed traffic study for Whole Foods in the northeast corner of the US 17-92/Lee Road intersection, the estimated distribution of the additional trips to be generated trips by the redevelopment project will be 30% to/from the north on US 17-92, 20% to/from the south on US 17-92, 25% to/from the west on Lee Road and 25% to/from the east on Lee Road Extension. With this distribution pattern, the additional daily project trips were assigned to the adjacent roadways as shown in **Table 2**. Shown in the table are the adjacent roadways, their number of lanes, adopted daily LOS/capacities, existing daily traffic volumes and assigned daily project trips.

**TABLE 2
 Roadway Segment Analysis**

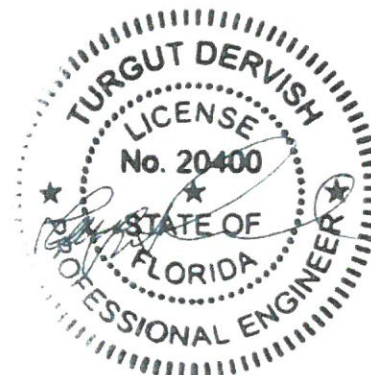
Roadway	# of Lns	Adopted		Daily Traffic Volumes			V/C Ratio	
		LOS	Capacity ¹	Existing ²	NE Corner (WholeFoods)	SE Corner ³ (Project)		Total
Lee Road								
West of US 17-92	4LD	E	39,800	36,500	880	470	37,850	0.95
Lee Rd Extension	2L	D	14,040	6,500 ⁴	880	470	7,850	0.56
US 17-92								
North of Lee Rd	6LD	E	59,900	37,500	1,056	564	39,120	0.65
South of Lee Rd	4LD	E	39,800	31,500	704	376	32,590	0.82

¹ From FDOT Quality/LOS Handbook Tables
² From FDOT online Traffic Information (2014)
³ From Traffic Analysis Report for Whole Foods (2014)
⁴ Estimated

As shown in the table, the adjacent roadways to be impacted by the proposed development will operate within their adopted LOS with project trips added.

Conclusions

The redevelopment of the southeast corner of US 17-92 and Lee Road as proposed herein will not adversely impact the City’s Transportation Level of Service criteria of the Comprehensive Plan and Concurrency regulations.



**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
February 2, 2016**

REQUEST OF MIKE OLIVER FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE PROPERTY LOCATED AT 1541 WESTCHESTER AVENUE, ZONED R-1A, INTO TWO SINGLE-FAMILY BUILDING LOTS.

Mr. Mike Oliver (representing the contract purchaser) is requesting subdivision or lot split approval to divide the property at 1541 Westchester Avenue into two (2) single-family lots. The zoning of this property is R-1A. The property is currently occupied by one single-family home, which is to be demolished.

During the City's review process of subdivisions or lot split requests, there are two criteria that the lot is required to meet. 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 lot measures approximately 22,190-square feet in size, and is located on the corner of Westchester Avenue and Pelham Road. The lot measures approximately 110 feet in width along Westchester Avenue, and 189 feet along Pelham Road. The subdivided lots are proposed to be 114 feet and 75 feet in width, and 12,540-square feet and 9,243-square feet in size, respectively. The R-1A zoning requires a minimum of 75 feet of lot width, and a minimum of 8,500-square feet of land area. Thus, this request meets the R-1A lot dimension and land area standards, and no variances are requested.

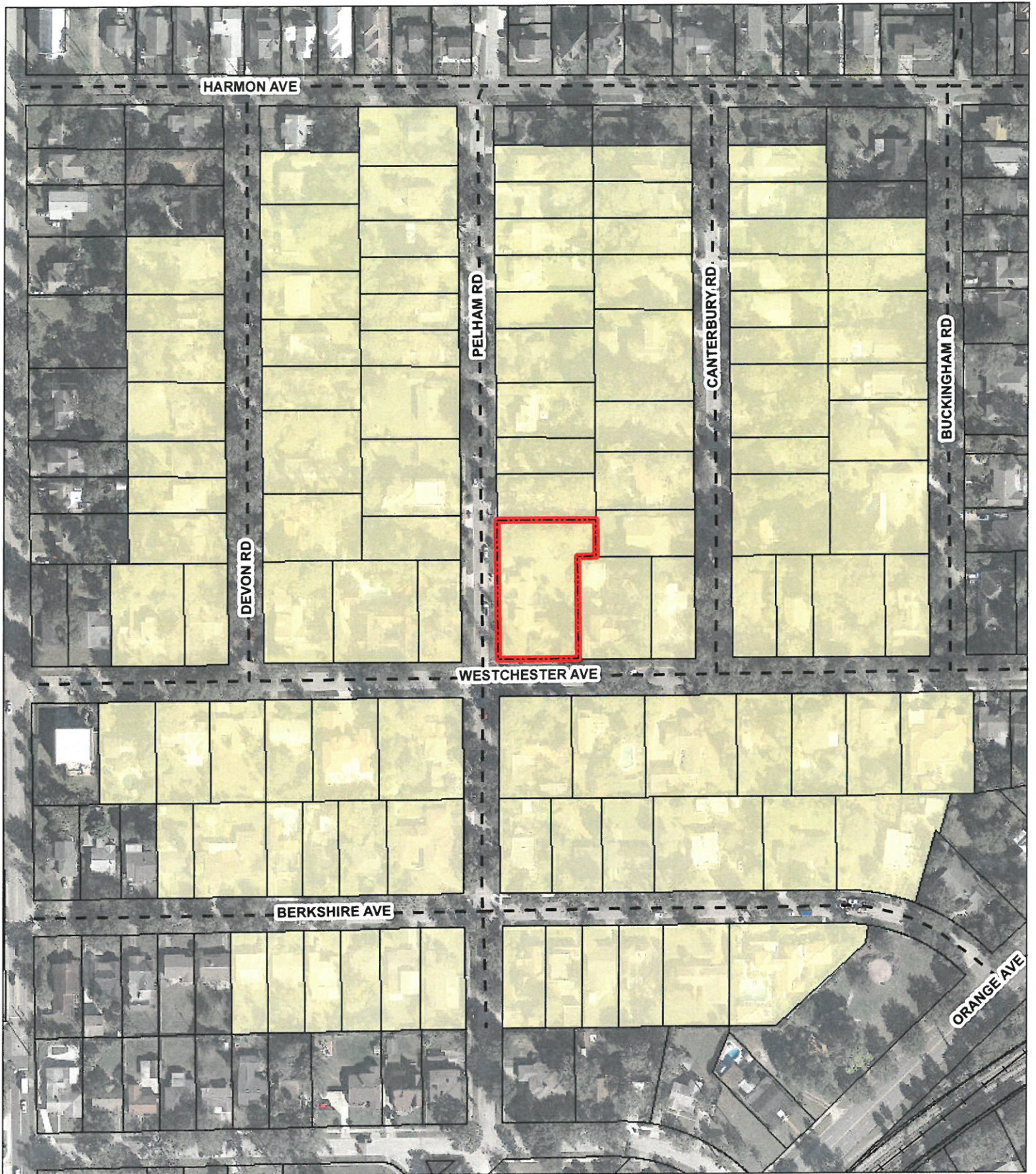
COMPREHENSIVE PLAN TEST: The practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to see what standard is for typical lot sizes with the same zoning. By lot "size" the City uses the same two criteria for "size" as outlined in the R-1A "minimum building site" standard. The Code dictates that the review area is within a 500-foot radius of the subject property, and is limited to those properties within in the same R-1A zoning category.

There are 103 homes within this neighborhood within the 500 foot radius. These homes are located on Devon, Pelham, Canterbury and Buckingham Roads and Westchester and Berkshire Avenues. The average lot area of these 103 homes is 9,224 square feet, and the median lot area is 8,755 square feet. Therefore, this lot split request compares favorably to the adjacent homes. The average lot width of these 103 homes is 73.6 feet, and the median lot width is 65 feet. So this the proposed lot dimensions of this request exceed in size the average and median comparisons of the homes within the 500 foot radius neighborhood area.

DEVELOPMENT PLANS: The applicant has provided generalized elevations for the types of homes anticipated to be built on these lots, if approved.

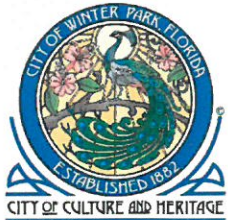
SUMMARY: This lot split request meets all the R-1A zoning requirements for lot sizes, and no variances are requested. The lots also conform to the compatibility analysis required by the Comprehensive Plan policies. In these cases where there is conformance to both zoning and comprehensive plan policies, the case law says is is no discretion and the property owner is entitled to an approval. This is the case with this lot split request.

STAFF RECOMMENDATION IS FOR APPROVAL



Comprehensive Plan Test

1541 Westchester Avenue Lot Split



0 50 100 150
Feet
Date: January 2016

NOTES

1541 Westchester Avenue
Average Lot Width = 73.6 feet
Average Lot Size = 9,922.4 square feet

R-1A Lots Within 500' of Site
Median Lot Width = 65 feet
Median Lot Size = 8,755.6 square feet



FEE PAID
 ck # 1064
 amt. \$ 500.00
 date 1/7/2010

APPLICATION FOR SUBDIVISION
 MISC # _____

General Instructions: To request approval of a subdivision plan, complete this application and submit it to the Planning Department along with the applicable fee of \$500 for three (3) lots or less, \$800 over three (3) lots or \$1,000 with road improvements and all additional information necessary for public hearing before the Planning and Zoning Commission. Please submit one full-size (24"x36") set and seven (7) 11" x 17" sets. All required documents must be submitted with application.

<p>I. <u>APPLICANT</u></p> <p>Name <u>MIKE OLIVER</u></p> <p>Address <u>558 W. NEW ENGLAND AVE #250</u> <u>WINTER PARK FL. 32789</u></p> <p>Phone <u>321-229-5136</u></p> <p>Email Address <u>MIKE.OLIVER@</u> <u>MAGNOLIAADVISORS.COM</u></p> <p>Is the property under contract for purchase or lease? <input checked="" type="checkbox"/> Yes</p>	<p><u>OWNER</u></p> <p><u>RACHEL D GROGAN</u></p> <p><u>1541 WESTCHESTER AVE.</u> <u>WINTER PARK FL 32789</u></p> <p>Email Address <u>RACHEL.GROGAN@</u> <u>COMCAST.NET</u></p> <p><input type="checkbox"/> No</p>
---	--

If the applicant is NOT the owner, attach a copy of the purchase or lease contract or option on the property, or a letter signed by the owner of record authorizing the applicant to act as agent for the owner. This information is requested to establish the legal status of the applicant and will be held in confidence, except as the information pertains to the zoning application.

Is the contract for purchase or lease contingent upon this approval? Yes No

II. PROPERTY

Street Address: 1541 WESTCHESTER AVE.

Zoning Classification: R-1A Comprehensive Plan Future Land Use Designation: LDR

PARCEL # 12-22-29-6432-03-170 (same as tax ID number of Orange County property tax records)

Legal Description: Provide complete and accurate legal description below including Plat Book and Page Number OR attach a copy of the legal description to this application.

ORWIN MANOR WESTMINSTER SEC J/118 LOTS 17 18 & S 49.8 FT OF LOT 19 BLK 3

III. SUBDIVISION PLAT REQUEST: The applicant requests subdivision for:
 ___ LOT SPLIT RESULTING IN TWO LOTS, ONE 75' WIDE LOT FRONTING PELHAM ROAD AND ONE 110' WIDE LOT FRONTING WESTCHESTER AVENUE

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- the owner of the property described herein
- a party to an agreement for purchase or lease of this property
- an agent for the owner or purchaser/lessee of this property

If applicable, it is understood and agreed that approval of this application by the Planning and Zoning Commission is contingent upon the recording of restrictive covenants designing the terms and conditions of an approval. These restrictive covenants will be executed by the owner of the property and recorded by the City of Winter Park. Said owner will be responsible for all fees associated with the recording of this document.

SIGNATURE *Mike Oliver* DATE 12/18/15

Date: 12/22/2015
City of Winter Park FL

Planning & Community Development
401 S Park Ave,
Winter Park, FL 32789

I Rachel D Grogan, hereby authorize Mike Oliver of Magnolia Advisors to act as agent on my behalf in regard to this application for Subdivision.

Property:

1541 Westchester Ave
Winter Park, FL 32789

This authorization shall last until March 10th, 2016

Sincerely,

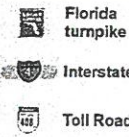
Rachel D Grogan

DocuSigned by:

Rachel D Grogan

65A024A5396140D

OCPA Web Map



Major Roads
Public Roads
Gated Roads
Road Under Construction

Proposed Road
Brick Road
Block Line
Lot Line

Residential
Agriculture
Commercial/Institutional
Governmental/Institutional/Misc

Commercial/Industrial/Vacant Land
Agricultural/Curtilage
Hydro
Waste Land

Parks
Lakes and Rivers
Building
Block Number

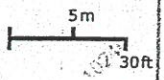
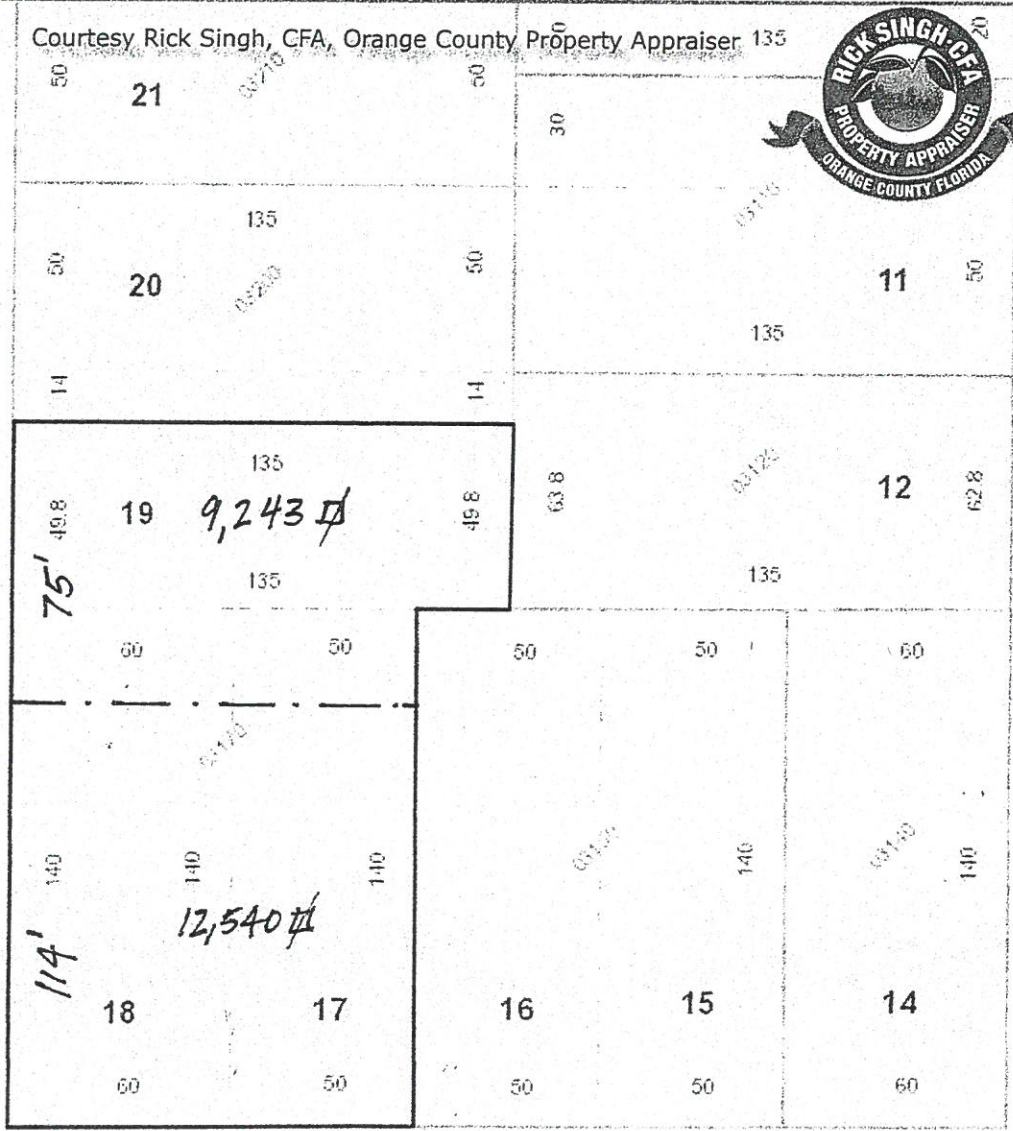
6 Lot Number
06060 Parcel Number
3106 Parcel Address
111.9 Parcel Dimension

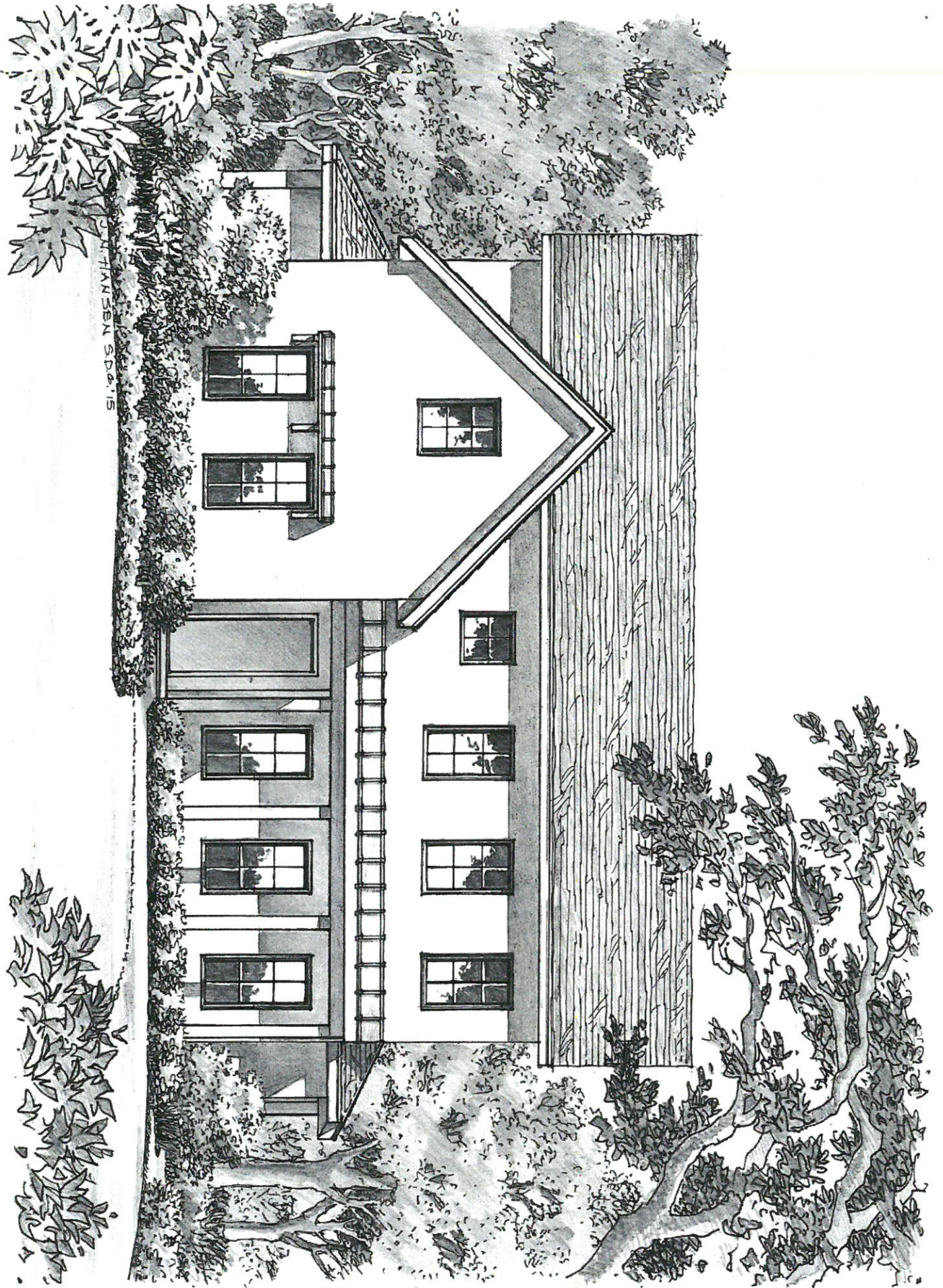
Courtesy Rick Singh, CFA, Orange County Property Appraiser 135



PELHAM ROAD

WESTCHESTER AVE





ST. JOSEPH'S ARCHITECTS



**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
February 2, 2016**

REQUEST OF Z PROPERTIES INC FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE PROPERTY LOCATED AT 360 BELOIT AVENUE, ZONED R-1A, INTO TWO SINGLE-FAMILY BUILDING LOTS.

Z Properties, Inc. (contract purchaser) is requesting subdivision or lot split approval to divide the property at 360 Beloit Avenue into two (2) single-family lots. The zoning of this property is R-1A. The property is currently occupied by one single-family home, which is to be demolished.

During the City's review process of subdivisions or lot split requests, there are two criteria that the lot split is required to meet. 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 lot measures approximately 16,588-square feet in size, and has frontages on Beloit Avenue, Virginia Avenue, and Waterfall Lane. The lot measures approximately 114 feet in width along Beloit Avenue, 134 feet in width along Virginia Avenue, and 155 feet in width along Waterfall Lane. The proposed lots are to be split vertically between Waterfall Lane and Virginia Avenue (see attached). The lots will measure approximately 67 feet in width, and 8,815-square feet and 7,836-square feet in size. The R-1A zoning requires a minimum of 75 feet of lot width, and a minimum of 8,500-square feet of land area. Thus, this request does not meet the R-1A lot dimension and land area standards for one of the lots, and not the lot width for the other lot, thus variances are requested. The applicant will point out that it is the impact of the cul-de-sac bulb that reduces the lot area requiring that variance.

COMPREHENSIVE PLAN TEST: The practice outlined in the Comprehensive Plan and the Subdivision Code is to look at the surrounding neighborhood to see what standard is for typical lot sizes with the same zoning. By lot "size" the City uses the same two criteria for "size" as outlined in the R-1A "minimum building site" standard, which is bot lot width and lot area. The Code dictates that the compatibility review area is within a 500-foot radius of the subject property, and is limited to those properties within in the same R-1A zoning category.

There are 51 properties zoned R-1A within the 500 foot radius. These are the four adjacent homes, homes along Beloit, Virginia and Pennsylvania Avenues, and homes on Misty Lane and Park North Court. The average lot width of these 51 homes is 65.8 feet, and median lot width is 53.1 feet.

Of the adjacent homes, 65% of them are on lots less than 75 feet in width, and the other 35% of the homes are on lots of 75 feet or greater. In the immediate neighborhood area, within a 500-foot radius of 360 Beloit Avenue, there are several exceptions to the R-1A lot frontage rule (65%).

While the proposed lot to the east meets the minimum land area requirements for R-1A (8,500-square feet), the west lot is smaller than the minimum, and measures approximately 7,836-square feet. The average lot area from this 51 home survey is 11,333-square feet, and the median lot area is 11,322-square feet. In the immediate neighborhood area, within the 500-foot radius, there are some lots with exceptions to the R-1A minimum land area requirements (23%), but a majority of the homes (77%) either conform to or exceed the R-1A minimum land area requirements.

DEVELOPMENT PLANS: The applicant has provided generalized elevations and floor plans for the types of homes anticipated to be built on these lots, if approved.

SUMMARY: Based on the application of the Comprehensive Plan policy and Subdivision Code text using lot area size (square footage) this request does not fully conform to the Zoning Test and Comprehensive Plan Test. Based on both the average and median lot frontage size for comparison purposes, this request does not conform to the Zoning Test (it needs variances), or the Comprehensive Plan Test of the neighborhood comparison for the west proposed lot (based on average and median lot area).

To the applicant's credit, the average and median lot area for the surrounding properties compare favorably to the proposed 67 foot lot widths. While the east lot meets the minimum lot area requirements, the west lot does not and also does not compare favorably to the average and median lot size. Therefore, this is an interesting case where the neighborhood lot width comparison would favor the applicant's request and variances but the neighborhood lot area comparison does not support the requests and so we are faced with a lot split that has a case for approval and for denial.

The Planning and Zoning (P&Z) Board has some latitude in the perspective on this request to look at the cul-de-sac bulb for a supporting factor of the smaller lot size. Or, P&Z can look predominately at the average and median lot size numbers for the neighborhood and determine they are too far away from the average/median lot size.

From Staff's prospective, this lot split request generally meets the Comprehensive Plan test and is not markedly different from the previous subdivision approved for the four lots at 1004 N. Pennsylvania that were 60 feet wide and 9,480 sq. ft. in size.

Staff Recommendation is for Approval.

RELEVANT COMPREHENSIVE PLAN POLICY:

Policy 1-3.6.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family and Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density consistent with the existing conditions in the surrounding neighborhood within a radius of five hundred (500) feet.

ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS

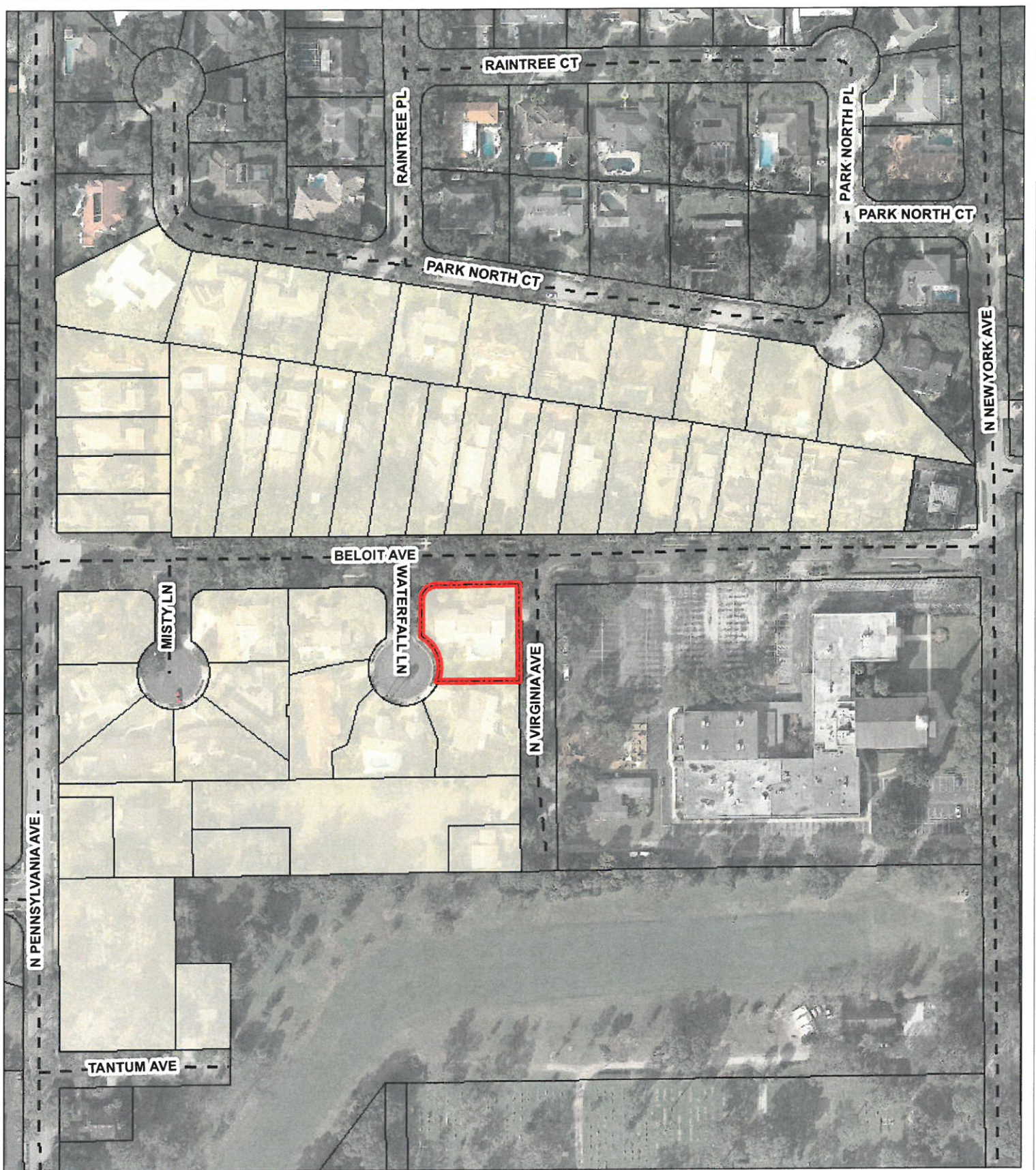
Sec. 58-377. - Conformance to the comprehensive plan.

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.



Comprehensive Plan Test

360 Beloit Avenue Lot Split



0 50 100 150
Feet

Date: January 2016

NOTES

360 Beloit Avenue
Average Lot Width = 65.8 feet
Average Lot Size = 11,333 square feet

R-1A Lots Within 500' of Site
Median Lot Width = 53.1 feet
Median Lot Size = 11,322 square feet

Members of Planning & Zoning:

Allow us to introduce ourselves; my name is Ira Kitograd, Owner of IBK Construction, a custom home building company in Winter Park. My partner, Zane Williams, owner of Z Properties, is a custom homebuilder in Winter Park as well. Zane and I have been building homes in the Winter Park for a combined total of 30+ years and have collaborated on multiple properties in recent years.

We have the home located at 360 Beloit Avenue under contract. We intend to redevelop this property one of two ways; both options involve demolition of the current structure. Current zoning allows us to replace the current home with a new single-family residence. Preliminary design is a 6,000+ s.f home under air with a (3) car garage. Given the width of the lot we have the ability to build a 35 high structure. Our second option, pending approval, is to divide the property into two (2) parcels that will accommodate two smaller garden style homes of approximately 3,000 s.f each with rear loading garages and 30 foot in height.

Beloit Ave. is a special street, a street that has a series of smaller cottage/garden style homes each complementing each other in scale and style. Currently, twenty (20) of the twenty-three (23) homes on Beloit sit on 50 foot wide lots. If subject lot is divided each lot will be sixty-seven (67) feet in width.

Our preference is to divide the lot and build 2 smaller homes in keeping with the personality of the street.

There has been much precedent for the approval of this proposed lot division, most recently a similar property located just steps away on Pennsylvania Ave.

We look forward to meeting with the Neighbors and Board Members to discuss our plans in further detail.

Thank You

Ira Kitograd & Zane Williams



FEE PAID
ck # 10511
amt. \$500.00
date 1/7/15

APPLICATION FOR SUBDIVISION MISC # _____

General Instructions: To request approval of a subdivision plan, complete this application and submit it to the Planning Department along with the applicable fee of \$500 for three (3) lots or less, \$800 over three (3) lots or \$1,000 with road improvements and all additional information necessary for public hearing before the Planning and Zoning Commission. Please submit one full-size (24"x36") set and ten (10) 11" x 17" sets. **All required documents must be submitted with application.**

I. APPLICANT

Name Z Properties Inc

Address P.O. Box 488
Winter Park, FL 32790

Phone 407 929-3303

Email Address Zane@zpropertiesinc.com

Is the property under contract for purchase or lease? Yes

If the applicant is NOT the owner, attach a copy of the purchase or lease contract or option on the property, or a letter signed by the owner of record authorizing the applicant to act as agent for the owner. This information is requested to establish the legal status of the applicant and will be held in confidence, except as the information pertains to the zoning application.

Is the contract for purchase or lease contingent upon this approval? Yes

OWNER

James Stuart

360 Beloit Ave
Winter Park, FL 32789

Email Address _____

No

II. PROPERTY

Street Address: 360 Beloit Ave, Winter Park, FL 32789

Zoning Classification: _____ Comprehensive Plan Future Land Use Designation: _____

PARCEL # _____ (same as tax ID number of Orange County property tax records)

Legal Description: Provide complete and accurate legal description below including Plat Book and Page Number OR attach a copy of the legal description to this application.

III. SUBDIVISION PLAT REQUEST: The applicant requests subdivision for:

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- the owner of the property described herein
- a party to an agreement for purchase or lease of this property
- an agent for the owner or purchaser/lessee of this property

If applicable, it is understood and agreed that approval of this application by the Planning and Zoning Commission is contingent upon the recording of restrictive covenants defining the terms and conditions of an approval. These restrictive covenants will be executed by the owner of the property and recorded by the City of Winter Park. Said owner will be responsible for all fees associated with the recording of this document.

SIGNATURE _____

DATE _____



COURTESY OF WINTER PARK DESIGN, INC. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF WINTER PARK DESIGN.

AREA TABULATION	
Lot Area	8,615 SF
FAR Allowed	3,780 SF
BUILDING AREA	
First Floor	2,357
Second Floor	878
Total Living	3,235 SF
Garage	435
Total FAR	3,780 SF

AREA TABULATION	
Lot Area	7,836 SF
FAR Allowed	3,385 SF
BUILDING AREA	
First Floor	1,872
Second Floor	1,042
Total Living	2,914 SF
Garage	435
Total FAR	3,385 SF



DELOIT AVENUE

SITE PLAN



SHEET
1

DATE: JAN 6 2015
 DESIGNED BY: RGH
 CHECKED BY: TKZ, ZW

PROJECT NO: 15015
 CLIENT: WINTER PARK DESIGN, INC.

BELOIT COTTAGES WINTER PARK, FLORIDA

SCALE: AS SHOWN
 DATE: 1/6/15

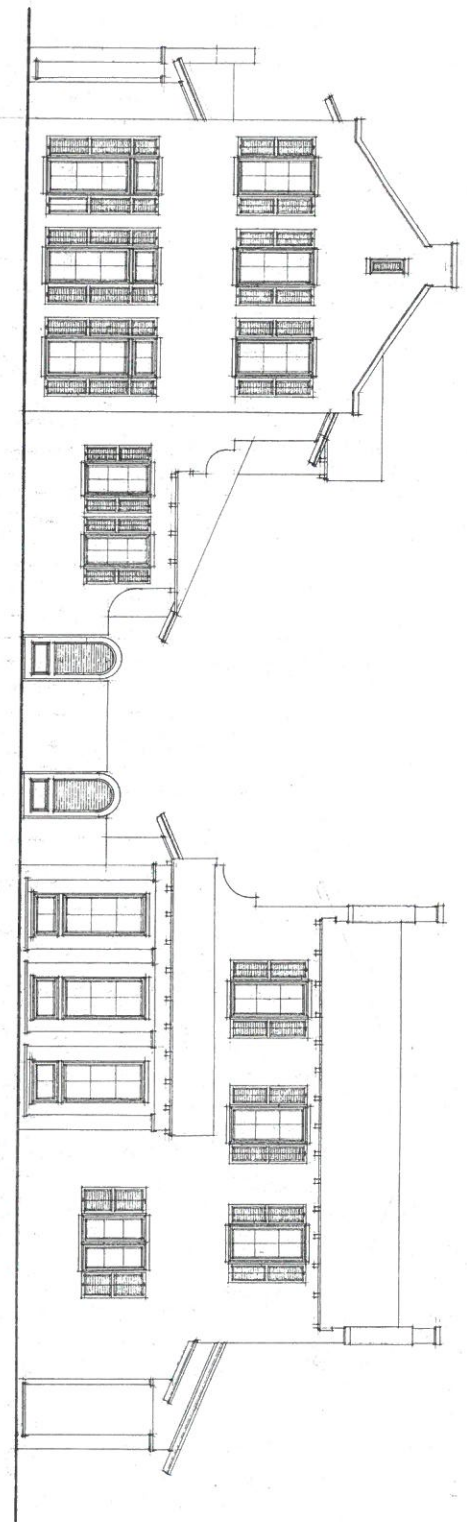
WINTER PARK DESIGN

351 ORCHARD DRIVE
 WINTER PARK, FLORIDA 32787
 PHONE: 407.844.7662
 FAX: 407.844.7668



COMMENTS BY WINTER PARK DESIGN, INC. AND PART OF THIS DOCUMENT MAY BE USED FOR CONSTRUCTION OR REPRODUCTION IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF WINTER PARK DESIGN

BELOIT AVENUE ELEVATION



2

DATE
JAN 6 2015

JOB NUMBER
2015

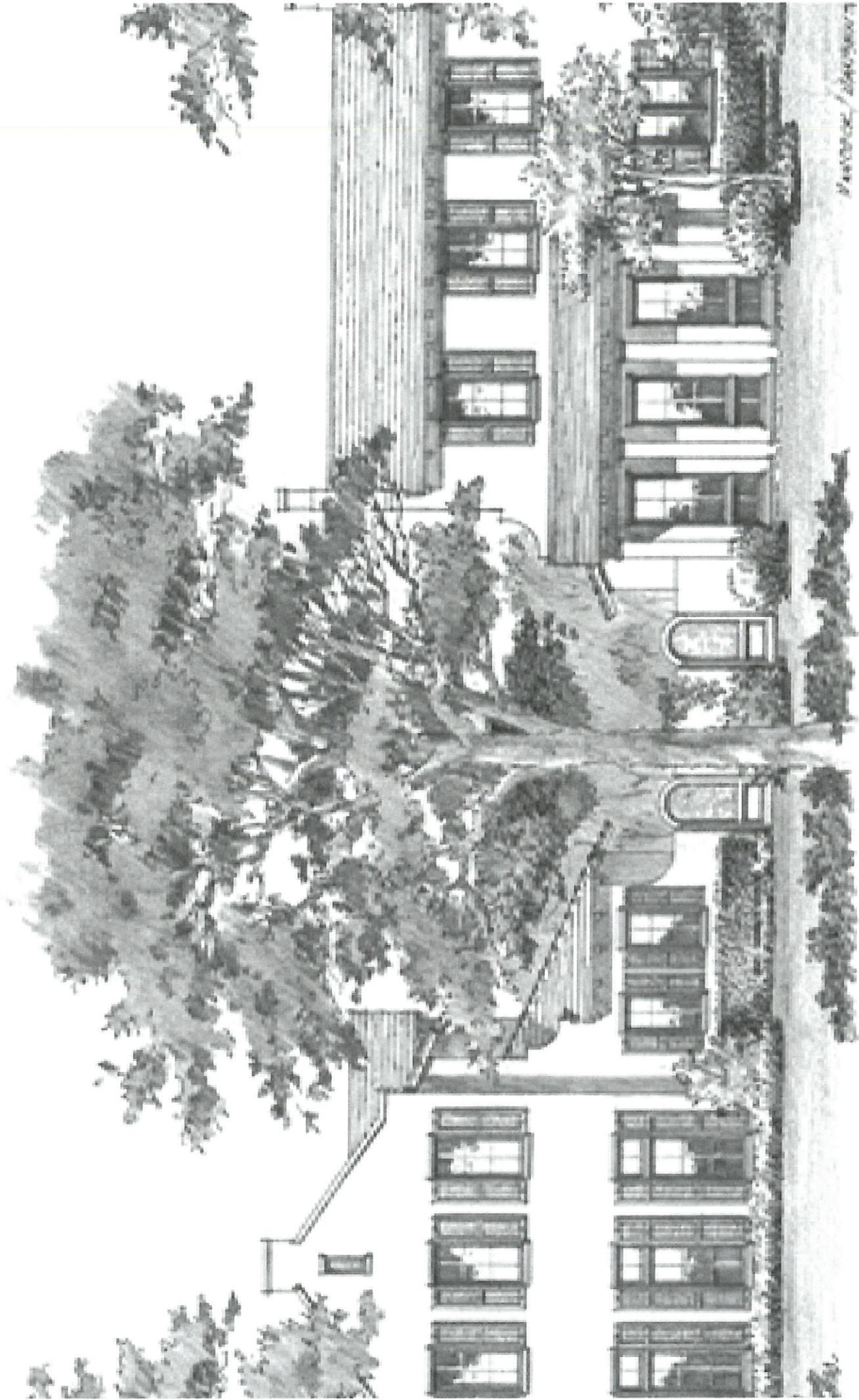
DRAWN
RgH

BELOIT COTTAGES
WINTER PARK, FLORIDA

REVISIONS

WINTER PARK DESIGN

831 GUNBLE DRIVE
WINTER PARK, FL 32789
PHONE: 407 844 2888
FAX: 407 844 3000



K. PRITCH

N PROPERTIES BELOW II.

JANUAR

**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
February 2, 2016**

REQUEST OF ALFREDAS SUMANAS TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM OFFICE TO A COMMERCIAL DESIGNATION ON THE PROPERTY AT 1240 FAIRVIEW AVENUE.

REQUEST OF ALFREDAS SUMANAS TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM OFFICE (O-1) DISTRICT ZONING TO COMMERCIAL (C-3) DISTRICT ZONING ON THE PROPERTY AT 1240 FAIRVIEW AVENUE.

This public hearing involves the request by the Alfredas Sumanas (property owner) to change the Comp. Plan future land use and zoning for 1240 Fairview Avenue from Office to Commercial. Mr. Sumanas is experiencing difficulty in leasing this property as office space and desires commercial zoning that would allow a wide range of potential tenants such as beauty salons. The building on this property is a former converted duplex of 2,500 sq. ft. with four parking spaces. Half of it is rented as an insurance office and the other half would be rented for a single person salon if the zoning were changed.

Neighborhood Context:

This block of property between Orlando Avenue and Grove Avenue has split zoning with Commercial (C-3) zoning on the east half of the block on the properties fronting on Orlando Avenue and Office zoning on the west half of the block. The purpose of the split zoning established in 1971 was to have less intense office businesses on the west half of the block that is adjacent to the residential neighborhood. Generally commercial businesses have more traffic and longer hours than office businesses that tend to be more weekday, 9-5 operations. Thus office businesses are more compatible to be adjacent to residential homes because their activity is during the day when residents are often at work and then quieter at nights and on weekends when the residents tend to be at home.

In the specific case of 1240 Fairview Avenue, this property sits in between office and commercial properties. This location provides the opportunity to be rezoned to commercial without impacting the general philosophy of maintaining office uses adjacent to residential areas.

Personal Service Businesses in Commercial versus Office Zoning:

The City frequently receives inquiries from salons, spas and other personal care businesses about renting spaces in office buildings. Traditionally almost all zoning codes tend to treat salons, spas and such as “personal services” that are permitted in commercial zoning and not as professional or business offices allowed in office zoning. The larger franchise operations such as The Hair Cuttery, Great Clips, Floyd’s and other spas are appropriately zoned only for commercial areas. However there are a large number of sole proprietor businesses that have developed clientele that want to own their own business space versus leasing a “chair” or being an employee. In Winter Park, we have seen the Phenix salons at the corner of Fairbanks and New York Avenues and the Porte Noire Salon Collective at 1408 Gay Road with business models that rent individual salon suites for single proprietors. The operational characteristics of these single person suites are compatible with the traffic and activity within office buildings. This application then provides an opportunity for a discussion as to whether our office zoning could make some allowance for these single person personal service barbers or salons. The planning staff would favor such an allowance so that in circumstances like this one, a single person salon could go into this building without having to rezone to commercial.

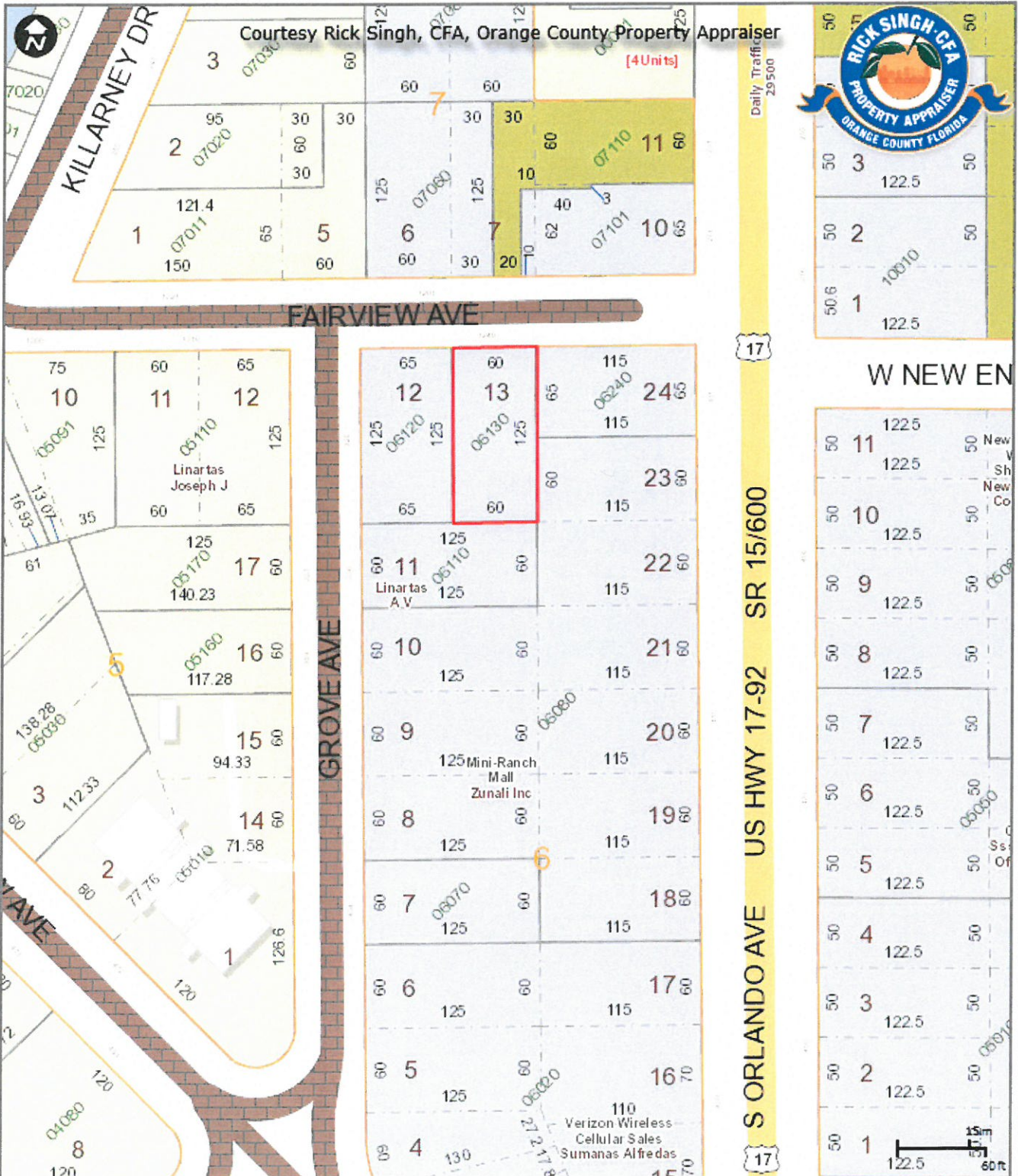
Staff Analysis of the Applicant’s Requests:

The location of this property allows rezoning to commercial without violating the general desire and protections of having office zoning adjacent to residential areas. The parking and traffic impact from a single person salon will not be any different than if leased as office space. The staff is recommending establishment of C-3A zoning (versus C-3) since there are greater residential protections within that zoning district.

STAFF RECOMMENDATION IS FOR APPROVAL of the request for Commercial FLU and C-3A Zoning for 1240 Fairview Avenue.

OCA Web Map

- Major Roads
- Proposed Road
- Residential
- Commercial/Industrial/Vacant Land
- Parks
- Lot Number
- Parcel Number
- Parcel Address
- Parcel Dimension
- Parcel Number
- Parcel Address
- Parcel Dimension
- Parcel Number
- Parcel Address
- Parcel Dimension





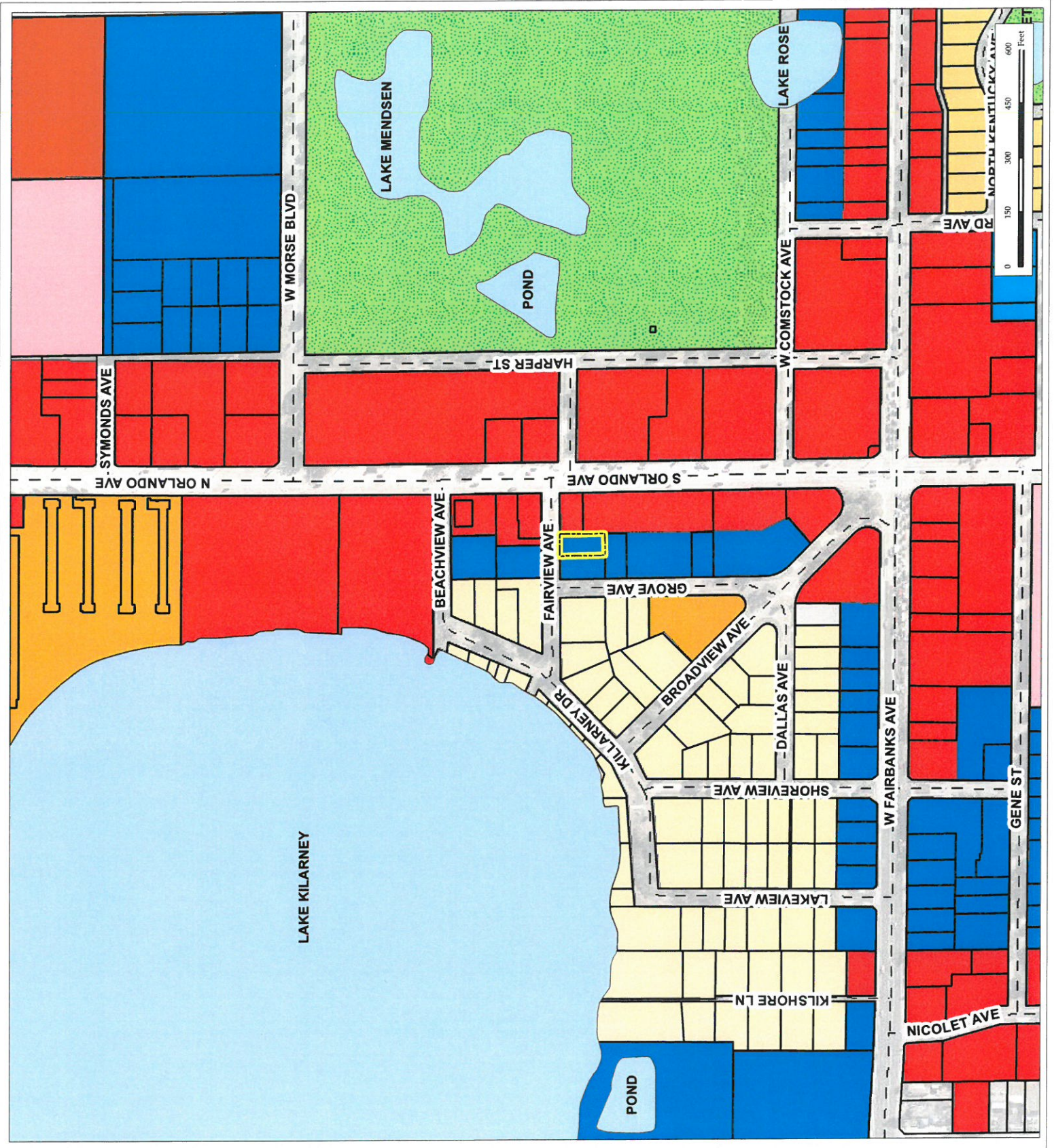
**City of Winter Park
Florida**

Legend
1240 Fairview Avenue

- 1240 Fairview Avenue
- C-1
- C-2
- C-3
- C-3A
- I-1
- O-1
- O-2
- OC PD
- PD-2
- PL
- PQP
- PR
- PURD
- R-1A
- R-1AA
- R-1AAA
- R-2
- R-3
- R-4



Date: 1/15/2016





Courtesy Rick Singh, Orange County Property Appraiser



292212417206130 03/13/2007

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF OFFICE TO COMMERCIAL DESIGNATION ON THE PROPERTY AT 1240 FAIRVIEW AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on February 2, 2016, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on February 22, 2016 and March 14, 2016 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of office to commercial on the property at 1240 Fairview Avenue, more particularly described as follows:

LOT 13, BLOCK 6 PER THE PLAT OF KILLARNEY ESTATES RESURVEY, AS RECORDED IN PLAT BOOK "L", Page 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Property Tax ID # 12-22-29-4172-06-130

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance.

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 of _____, 2016.

Mayor

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE OFFICE (O-1) DISTRICT ZONING TO COMMERCIAL (C-3A) DISTRICT ZONING ON THE PROPERTY AT 1240 FAIRVIEW AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of property at 426 West Lyman Avenue have requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their February 2, 2016 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Office (O-1) District to Commercial (C-3A) District zoning on the property at 1240 Fairview Avenue, more particularly described as follows:

LOT 13, BLOCK 6 PER THE PLAT OF KILLARNEY ESTATES RESURVEY, AS RECORDED IN PLAT BOOK "L", Page 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Property Tax ID # 12-22-29-4172-06-130

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SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

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 of _____, 2016.

Mayor Steve Leary

Attest:

City Clerk