

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

**Staff Report
September 6, 2016**

SPR 5:16 Request of Ron Scarpa for approval to build a new two-story, single-family home located at 1750 Barcelona Way on Lake Sue.

Ron Scarpa, representing the owners, (Mr. and Mrs. Beamish) is requesting approval for a new two-story, single-family home located at 1750 Barcelona Way on Lake Sue. The upland area of this lot measures approximately 50,000 square feet, and is currently occupied by a two-story home that is to be demolished.

The proposed two-story home will be 10,839 square feet in size, which on this lot yields a floor area ratio (FAR) of 21.7%. Therefore, the proposed home is within the maximum allowed 33% FAR. The proposed home will have impervious lot coverage of 14,572 square feet, or 29.1%, which is within the maximum 50%.

TREE PRESERVATION: The Code direction on water front lots is "to preserve existing trees to the degree reasonably possible." The location of the new home will not require any trees to be removed from the site.

VIEW FROM THE LAKE: This lot does not have any significant grade issues as there is only about three feet of grade change throughout the length of the home. The swimming pool deck is approximately two and a half feet above existing grade which complies with the three foot limit. Otherwise, there are no issues as we have dealt with before of large retaining walls or swimming pool deck walls.

VIEW OF NEIGHBORS: The proposed home is generally located in the same footprint of the home that exists today, and will not affect the views of the lake of the neighboring properties.

STORM WATER RETENTION: The applicant is proposing stormwater retention areas to the east and west of the home, and are sized to meet the City's code requirement.

SUMMARY: Overall, the plans meet the intent of the lakefront review criteria. Staff does not see any significant concerns with the proposed home as presented.

STAFF RECOMMENDATION IS FOR APPROVAL



1750 BARCELONA WAY
Lakefront Review

City of Winter Park
Florida



Date: 8/16/2016

CUSTOM HOME FOR BEAMISH RESIDENTS 1750 BARCELONA WAY, WINTER PARK, FL 32789 PARCEL ID# 07-22-30-7939-00-300

TYPICAL CONSTRUCTION NOTES

GENERAL:

1. CONCRETE REINFORCEMENT TO BE PERFORMED BY ALL TRADES AND SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.
2. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.
3. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.
4. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.
5. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.

CONCRETE AND REINFORCEMENT:

1. ALL CONCRETE WORK SHALL CONFORM TO ALL SPECIFICATIONS AND STANDARDS FOR CONCRETE AND REINFORCEMENT.
2. ALL CONCRETE SHALL BE PLACED AND FINISHED TO THE SPECIFICATIONS AND STANDARDS FOR CONCRETE AND REINFORCEMENT.
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STRUCTURAL STEEL:

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WOOD:

1. ALL WOOD SHALL CONFORM TO ALL SPECIFICATIONS AND STANDARDS FOR WOOD.
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PERMANENTLY WOOD TRUSSES:

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BUILDING CODE CRITERIA

FLORIDA BUILDING CODES	FLORIDA BUILDING CODE-RESIDENTIAL 5TH EDITION (2014)
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ENGINEERS NOTES

ENGINEERS REVIEW AND APPROVAL OF THESE PERFORMANCES AND THE INFORMATION CONTAINED HEREIN IS LIMITED TO THE INFORMATION CONTAINED HEREIN. ENGINEERS DO NOT WARRANT, REPRESENT OR GUARANTEE THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE INFORMATION CONTAINED HEREIN. ENGINEERS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR INADEQUACIES IN THE INFORMATION CONTAINED HEREIN. ENGINEERS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR INADEQUACIES IN THE INFORMATION CONTAINED HEREIN.

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PLANS NOTES:

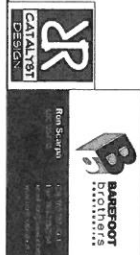
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SHEET INDEX

SHEET NO.	TITLE	DATE
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02	GENERAL NOTES	07/16
03	FOUNDATION PLAN	07/16
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FOUNDATION PLAN

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BEAMISH RESIDENTS
1750 BARCELONA WAY
WINTER PARK, FLORIDA

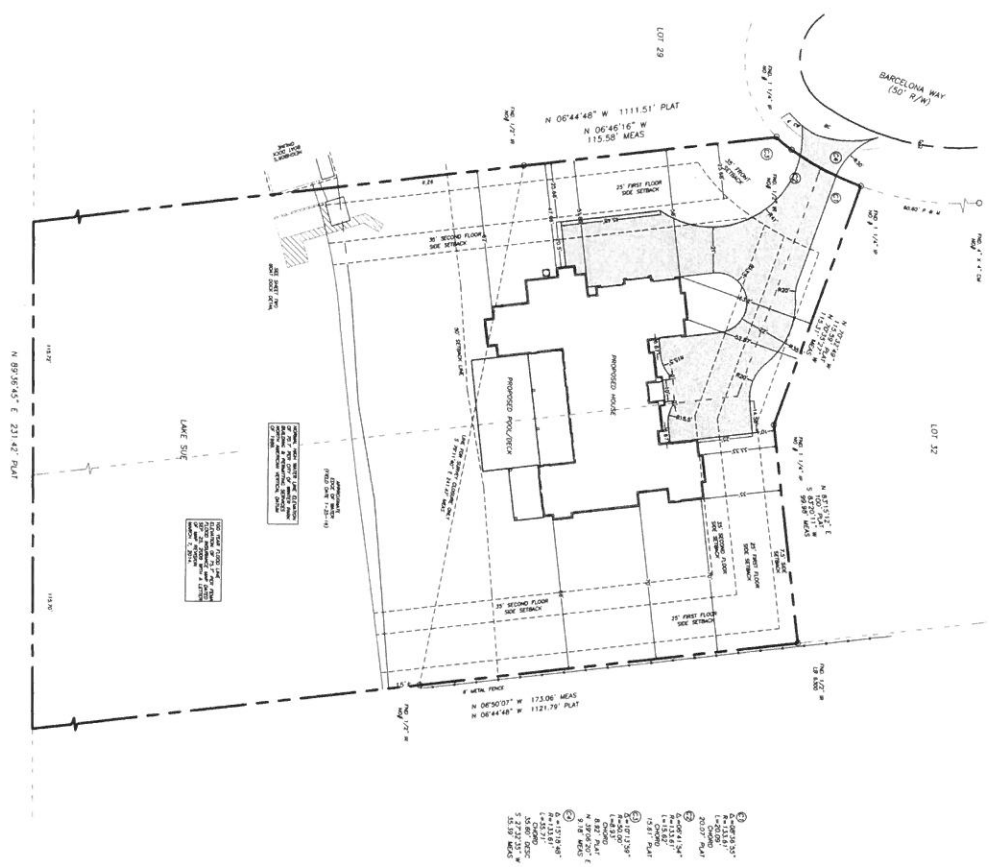
WINTER PARK FLORIDA

TITLE SHEET

SCALE AS NOTED	DESIGN ENGINEER
DESIGNED BY CS	CHAD S. LINN, P.E.
DRAWN BY CS	FLORIDA REGISTRATION NUMBER
CHECKED BY CS	57524
	SEAL

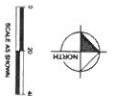
LINN ENGINEERING & DESIGN			
P.O. BOX 140224			
ORLANDO, FL 32814			
PHONE: 407-282-4433			
clinn@linnengineering.com			
NO.	REVISIONS	DATE	BY

DATE: 07/16
PROJECT: 5800-16-400
SHEET NUMBER: 01




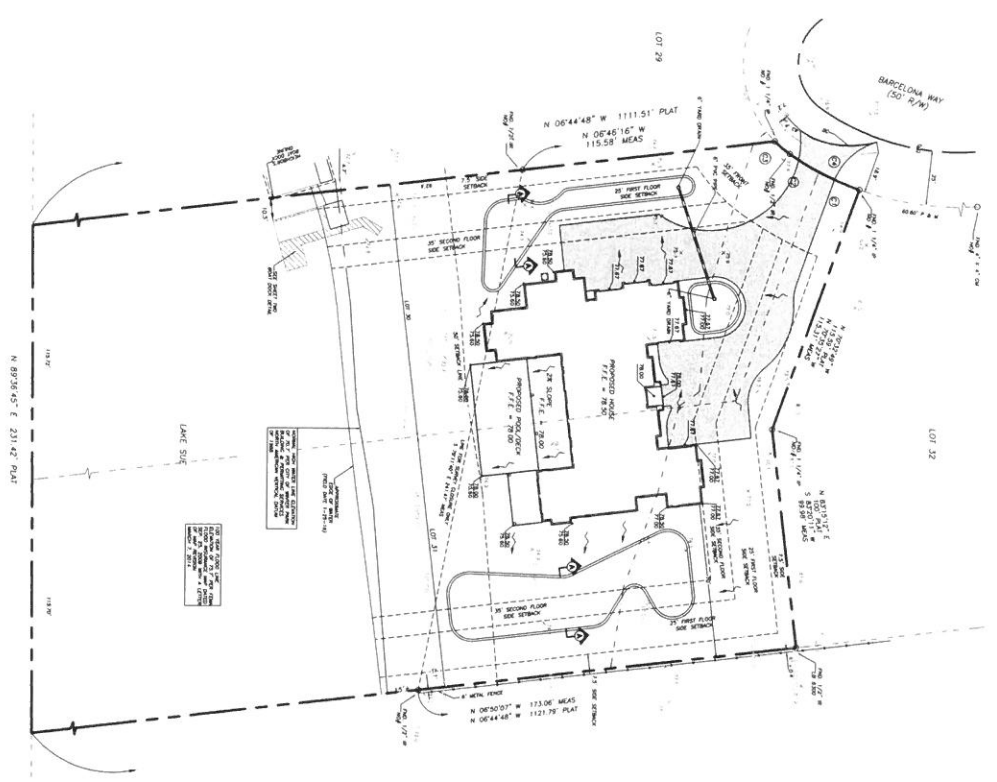
NOT TO SCALE
 THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

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BEAMFOOT
 DESIGNERS
 1750 BARCELONA WAY
 WINTER PARK, FLORIDA 32789
 PHONE: 407-255-8433
 FAX: 407-255-8434
 WWW.BEAMFOOTDESIGNERS.COM

02 SHEET NUMBER	07/16 DATE	5800-16-400 PROJECT NUMBER	BEAMISH RESIDENTS 1750 BARCELONA WAY WINTER PARK, FLORIDA		SITE PLAN	SCALE AS NOTED	DESIGN ENGINEER CHAD S. LINN, P.E.	 LINN & DESIGN P.O. BOX 140024 ORLANDO, FL 32814 PHONE: 407-255-8433 cslinn@linnanddesign.com	No. REVISIONS DATE BY
			DESIGNED BY CSJ	FLORIDA REGISTRATION NUMBER 57524		SEAL			

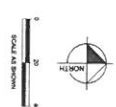
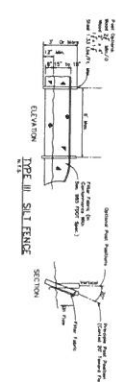


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- 9. 4" ASP. CONC. CURB
- 10. 4" ASP. CONC. CURB

SOILS REPORT
 DATE: 07/16/16
 PROJECT: 16-400-400
 LOCATION: 1750 BARCELONA WAY
 WINTER PARK, FLORIDA
 PREPARED BY: CHAD S. LINN
 CHECKED BY: CHAD S. LINN
 DATE: 07/16/16



BARFOOT
 DIGITIZERS

Scan Scarpa
 1750 Barcelona Way
 Winter Park, FL 32789
 (407) 938-4433
 www.barfootdigitizers.com

BEAMISH RESIDENTS
1750 BARCELONA WAY
WINTER PARK, FLORIDA

WINTER PARK FLORIDA

GRADING PLAN

SCALE NOTED
 DESIGNED BY: CSL
 DRAWN BY: CSL
 CHECKED BY: CSL

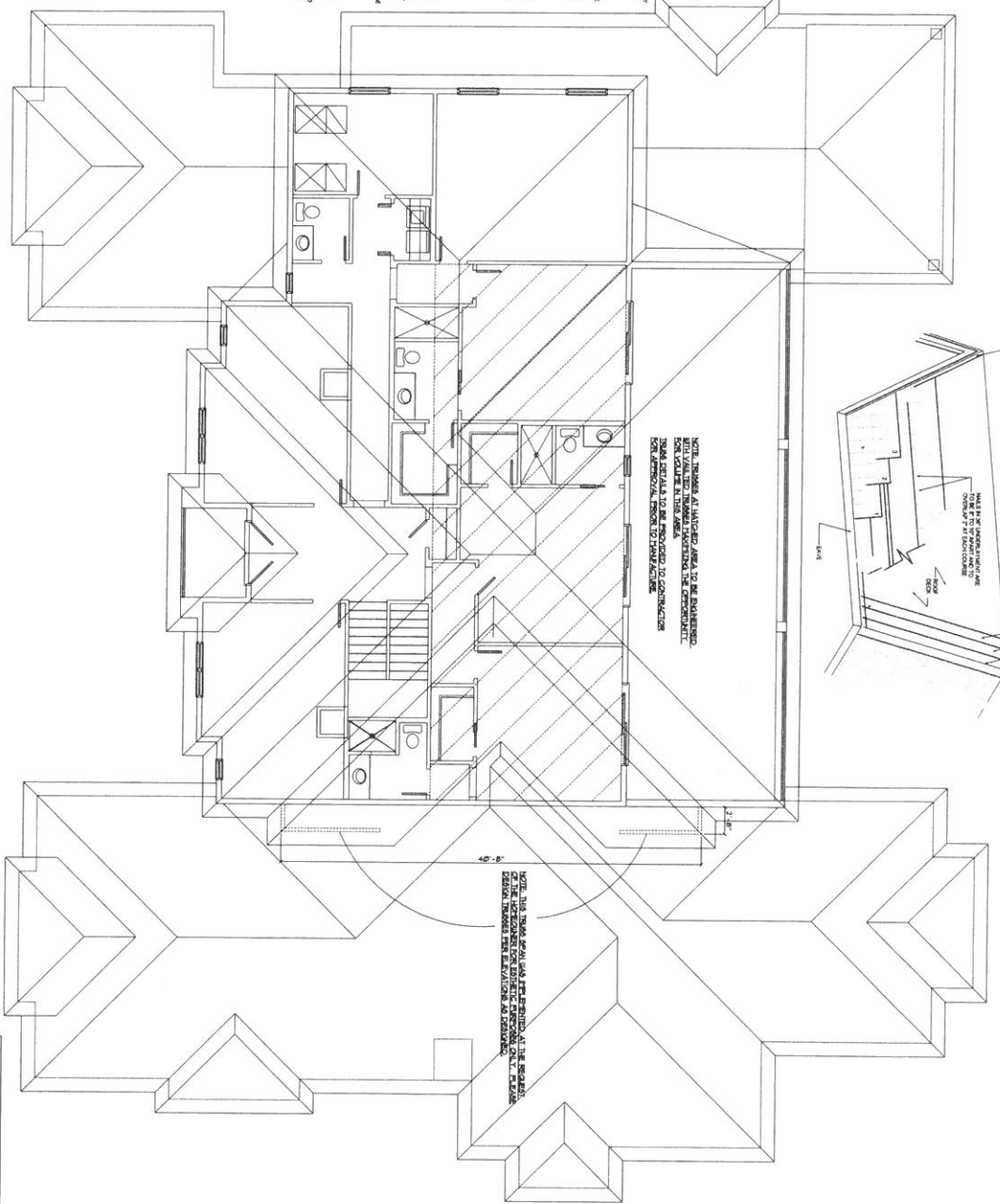
DESIGN ENGINEER:
CHAD S. LINN, P.E.
 FLORIDA REGISTRATION NUMBER:
 57524

SEAL

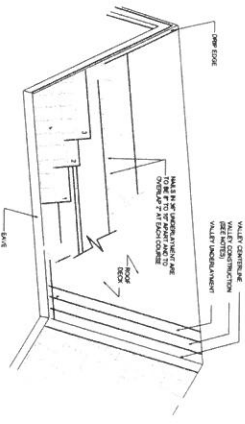
LINN ENGINEERING & DESIGN
 P.O. BOX 140024
 ORLANDO, FL 32814
 PHONE: 407-938-4433
 cslinn@linnengineering.com

NO.	REVISIONS	DATE	BY

0.3



NOTES:
 1. ALL ROOF COVERING SHALL BE REMOVED AND REINSTALLED IN ACCORDANCE WITH THE FOLLOWING:
 A. ALL EXISTING ROOF COVERING SHALL BE REMOVED TO THE STRUCTURAL DECK.
 B. ALL EXISTING ROOF COVERING SHALL BE REINSTALLED IN ACCORDANCE WITH THE FOLLOWING:
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NOTE: THINGS AT HATCHED AREA TO BE REMOVED.
 WITH VARIOUS THINGS EXCEPT THE CONCRETE
 SOILS SHALL BE REMOVED.
 FOR APPROVAL, PLEASE TO STATE DEPT.

NOTE: THIS ROOM SHALL BE REMOVED.
 WITH VARIOUS THINGS EXCEPT THE CONCRETE
 SOILS SHALL BE REMOVED.
 FOR APPROVAL, PLEASE TO STATE DEPT.

RR CATALYTIC DESIGN
BAREFOOT Brothers
 Ron Scarpa
 DATE: 07/16
 SHEET NO: 20
 SHEET NUMBER: 20

BEAMISH RESIDENTS
 1750 BARCELONA WAY
 WINTER PARK, FLORIDA

ROOF PLAN

SCALE: AS NOTED
 DESIGNED BY: CSL
 DRAWN BY: CSL
 CHECKED BY: CSL
 DESIGN ENGINEER: CHAD S. LINN, P.E.
 FLORIDA REGISTRATION NUMBER: 57524

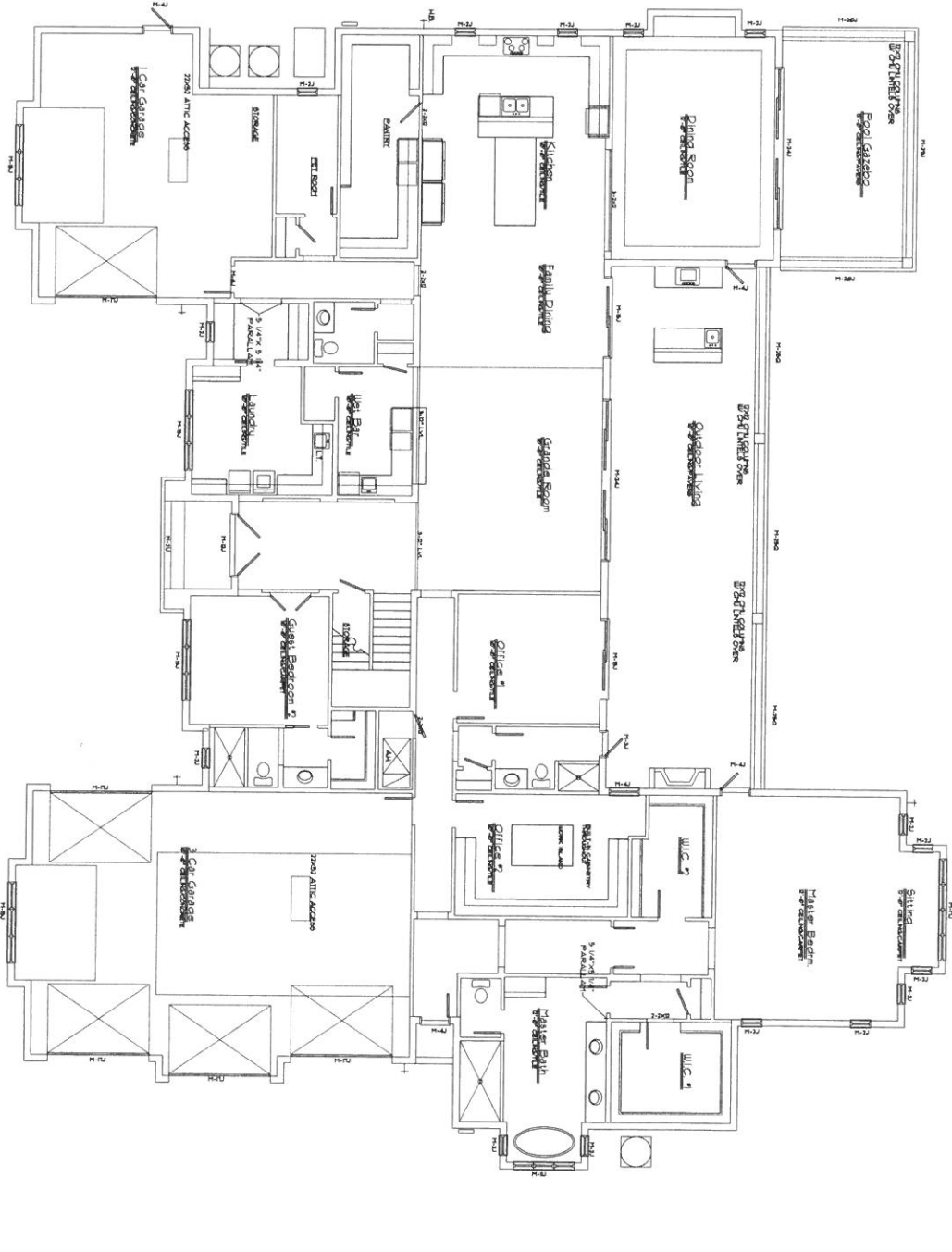
LINN ENGINEERING & DESIGN
 P.O. BOX 140024
 ORLANDO, FL 32814
 PHONE: 407-355-8433
 cslm@linnengineering.com

NO.	REVISIONS	DATE	BY

QUALITY PRECAST COMPANY
 1701 W. UNIVERSITY AVENUE
 SUITE 100
 ORLANDO, FL 32814
 PHONE: 407-253-4433
 FAX: 407-253-4434
 www.qualityprecast.com

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	16" x 16" x 8' LINTEL	1	EA	
2	16" x 16" x 8' LINTEL	1	EA	
3	16" x 16" x 8' LINTEL	1	EA	
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58	16" x 16" x 8' LINTEL	1	EA	
59	16" x 16" x 8' LINTEL	1	EA	
60	16" x 16" x 8' LINTEL	1	EA	
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97	16" x 16" x 8' LINTEL	1	EA	
98	16" x 16" x 8' LINTEL	1	EA	
99	16" x 16" x 8' LINTEL	1	EA	
100	16" x 16" x 8' LINTEL	1	EA	

NOTE:
 1. UNLESS NOTED ON PLANS BEARED TO BE
 2. SPECIFIED COMPRESSIVE STRENGTH
 3. THE MINIMUM ACCEPTABLE ANY EXTRA
 ACCEPTABLE AS SHOWN ON ALL COPIES
 ABOVE P.C. LINTEL ARE FILLED WORKOUT



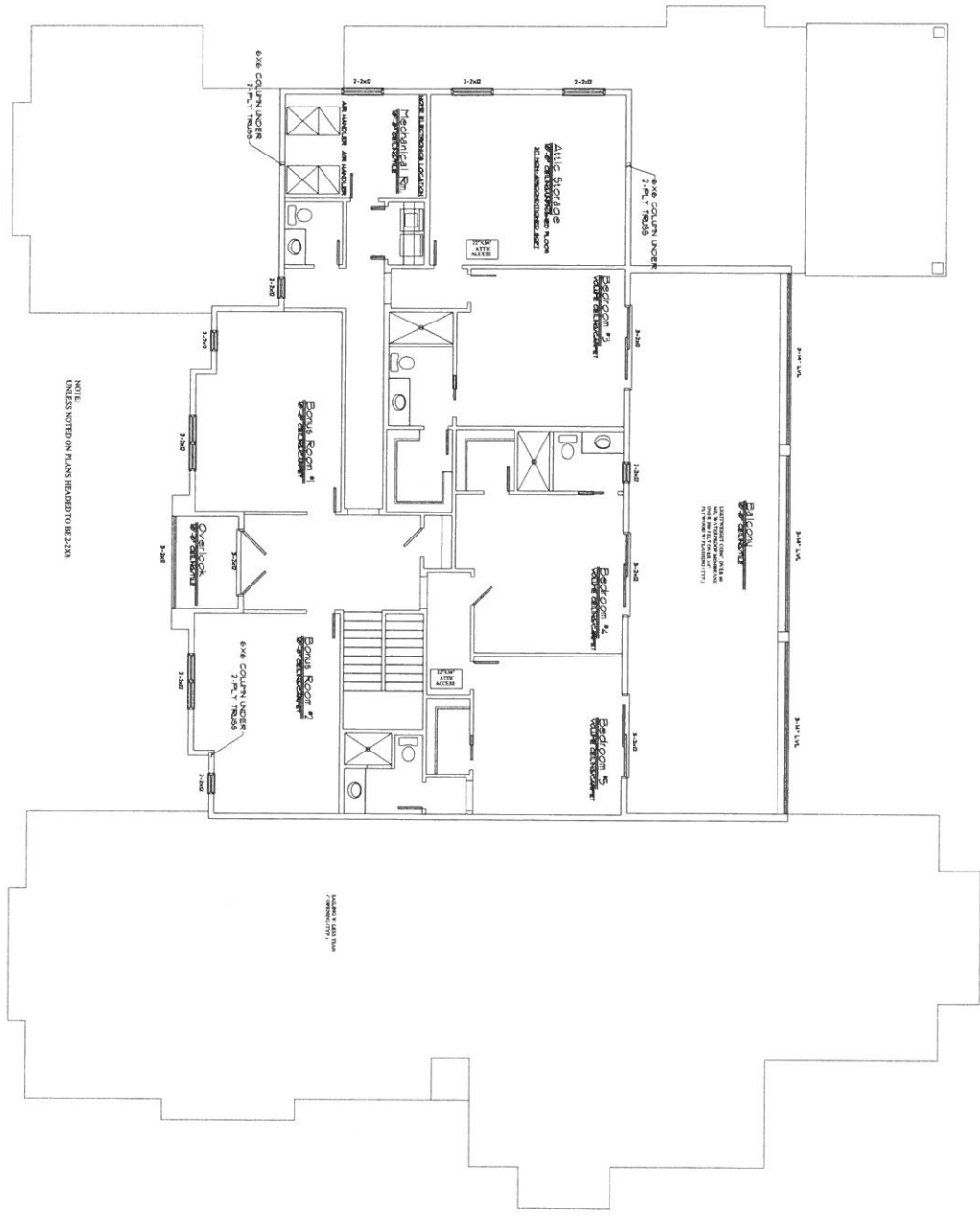
LINTEL AND HEADERS
 1/2" = 1'-0"

RR
 CATALANO DESIGN

BARFOOT
 DESIGNERS

Ron Scarp
 1750 BARCELONA WAY
 WINTER PARK, FL 32789
 PHONE: 407-939-1111
 FAX: 407-939-1112
 www.barfootdesign.com

BEAMISH RESIDENTS 1750 BARCELONA WAY WINTER PARK, FLORIDA		FIRST FLOOR LINTEL AND HEADER PLAN		SCALE AS NOTED DESIGNED BY: CSL DRAWN BY: CSL CHECKED BY: CSL	DESIGN ENGINEER: CHAD S. LINN, P.E. FLORIDA REGISTRATION NUMBER: 57524	LINN ENGINEERING & DESIGN P.O. BOX 140024 ORLANDO, FL 32814 PHONE: 407-253-4433 csl@linnengineering.com	NO. _____ REVISIONS _____ DATE BY _____
2.3 DATE: 07/16 DRAWING NO.: 5800-16-400-01 SHEET NUMBER: _____							



LINE AND HEADERS
1/4" = 1'-0"



Ron Scarpa
5800-16-400
SHEET NUMBER
2.4

BEAMISH RESIDENTS
1750 BARCELONA WAY
WINTER PARK, FLORIDA

SECOND FLOOR
LINE AND HEADER
PLAN

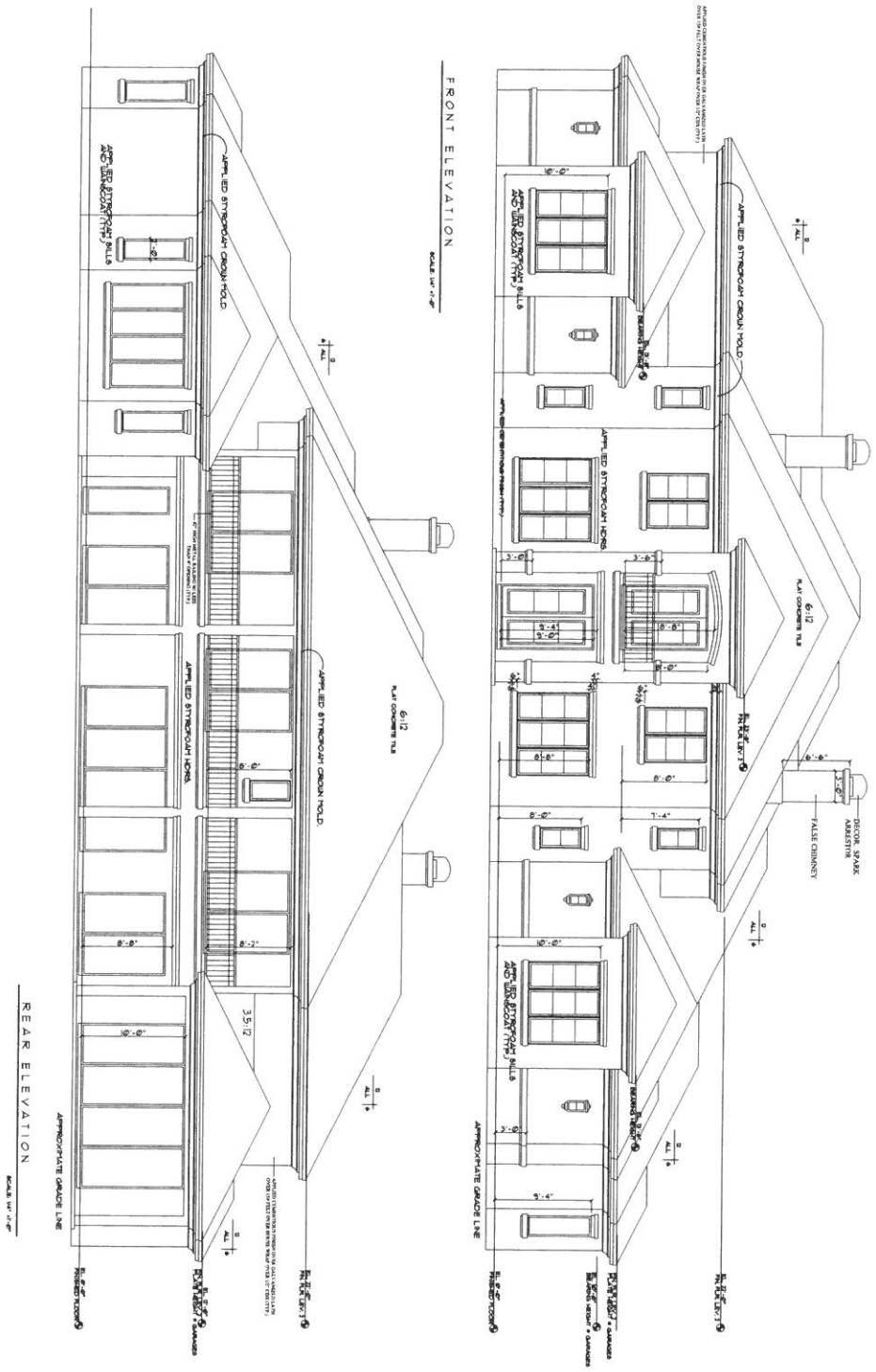
SCALE AS NOTED
DESIGNED BY: CSJ
DRAWN BY: CSL
CHECKED BY: CSL

DESIGN ENGINEER:
CHAD S. LINN, P.E.
FLORIDA REGISTRATION NUMBER:
57524

LINN ENGINEERING & DESIGN
P.O. BOX 140024
ORLANDO, FL 32814
PHONE 407-538-6433
csl@linnengdesign.com

No.	REVISIONS	DATE	BY

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BARFOOT
 DESIGN
 Ron Scarpa
 DIRECTOR
 407.771.1111
 1600 E. US HWY 1
 SUITE 100
 WINTER PARK, FL 32789

BEAMISH RESIDENTS
 1750 BARCELONA WAY
 WINTER PARK, FLORIDA

ELEVATIONS
 FRONT AND REAR

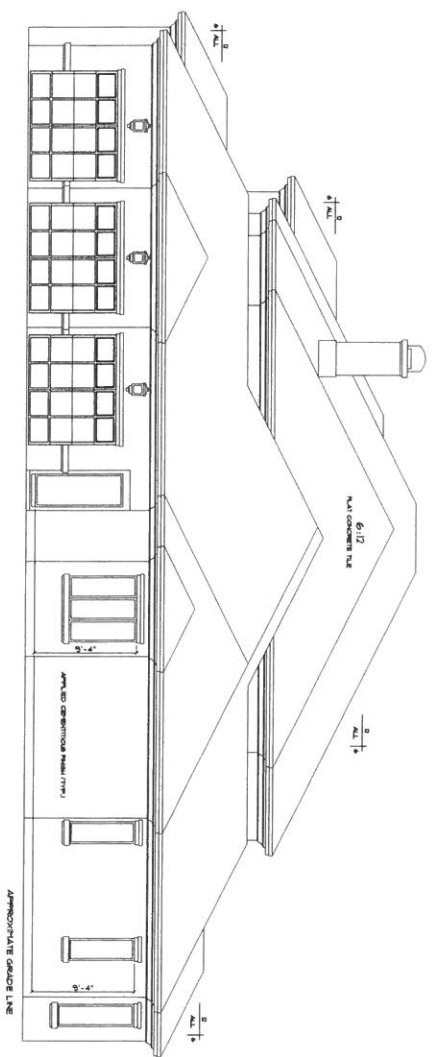
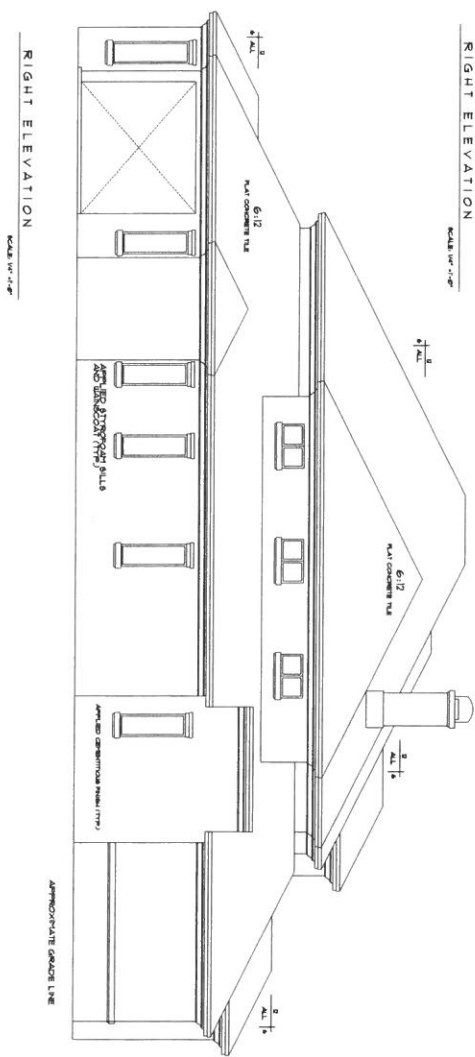
SCALE AS NOTED
 DESIGNED BY: CS
 DRAWN BY: CS
 CHECKED BY: CS

DESIGN ENGINEER:
 CHAD S. LINN, P.E.
 FLORIDA REGISTRATION NUMBER:
 57524

LINN ENGINEERING & DESIGN
 P.O. BOX 140024
 ORLANDO, FL 32814
 PHONE: 407.534.8444
 info@linneng.com

NO.	REVISIONS	DATE

NOTES: THESE ELEVATIONS ARE TO BE USED TO OBTAIN PERMITS AND TO BE USED TO OBTAIN CONTRACTS. THEY ARE NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONTRACTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONTRACTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONTRACTS.



BARNEFOOT
 CONSULTANTS
 1750 BARCELONA WAY
 WINTER PARK, FLORIDA 32789
 PHONE: 407-938-4000
 FAX: 407-938-4001
 WWW.BARNEFOOTCONSULTANTS.COM

BEAMISH RESIDENTS
 1750 BARCELONA WAY
 WINTER PARK, FLORIDA

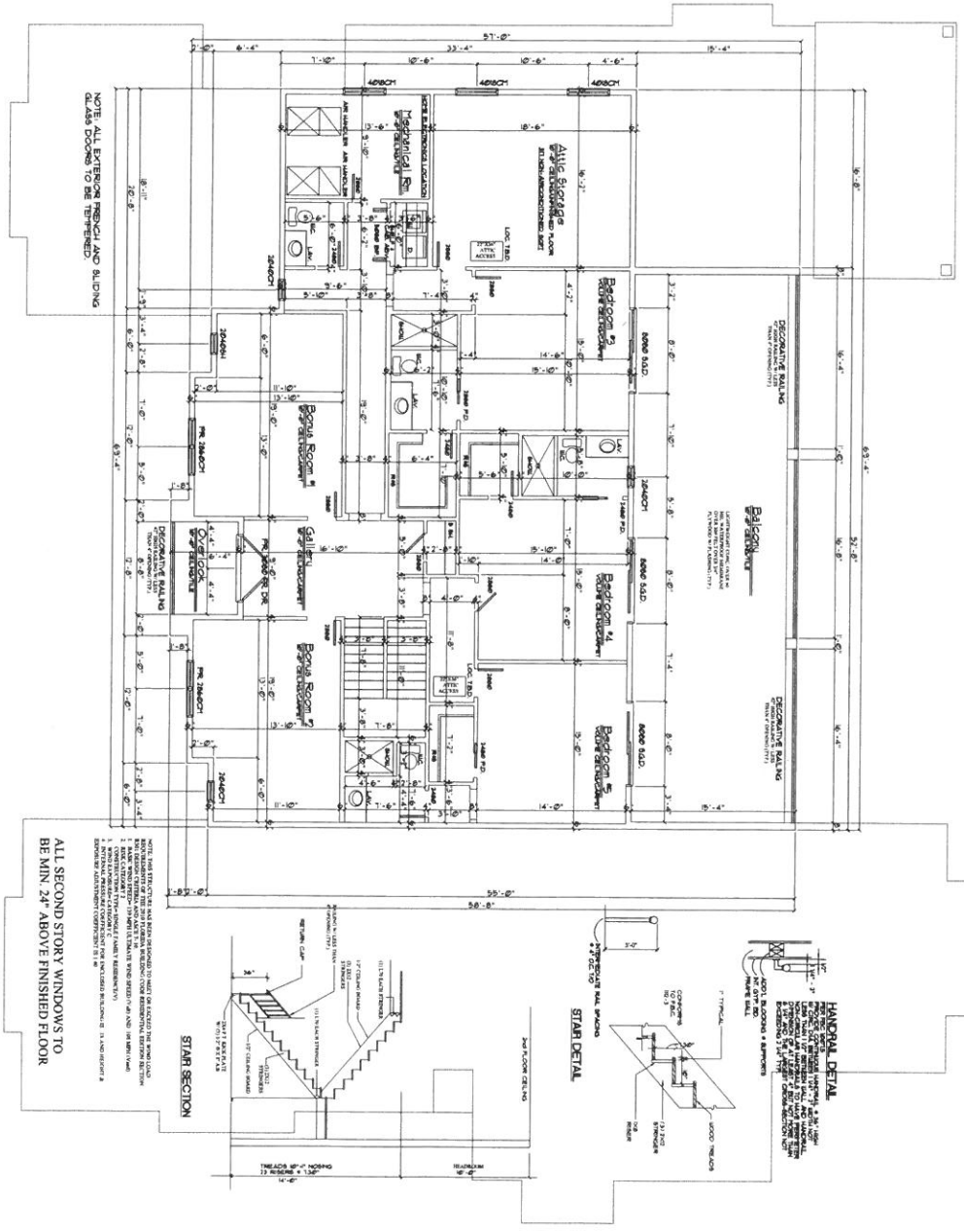
ELEVATIONS
 RIGHT AND LEFT

SCALE: AS NOTED
 DESIGNED BY: CSL
 DRAWN BY: CSL
 CHECKED BY: CSL

DESIGN ENGINEER:
 CHAD S. LINN, P.E.
 FLORIDA REGISTRATION NUMBER:
 57524

LINN ENGINEERING & DESIGN
 P.O. BOX 140624
 ORLANDO, FL 32814
 PHONE: 407-352-6433
 cslinn@linnengineering.com

No.	REVISIONS	DATE	BY



RR
CATALYTIC DESIGN

BEAMFOOT
CONCRETE

Ron Scarpis
PROJECT NO. 16-400
5800-16-400
SHEET NUMBER 4.1

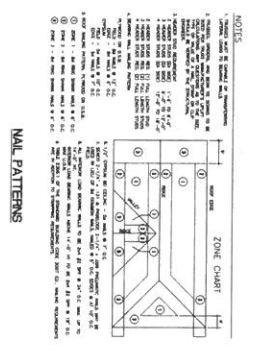
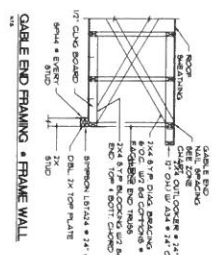
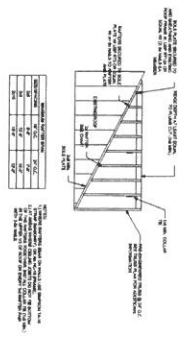
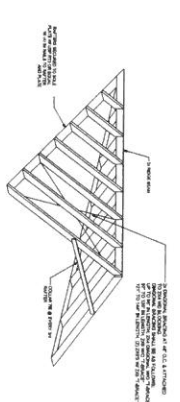
BEAMISH RESIDENTS
1750 BARCELONA WAY
WINTER PARK, FLORIDA

SECOND FLOOR PLAN

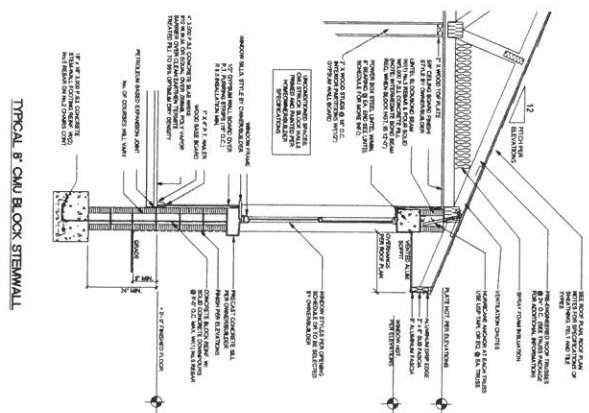
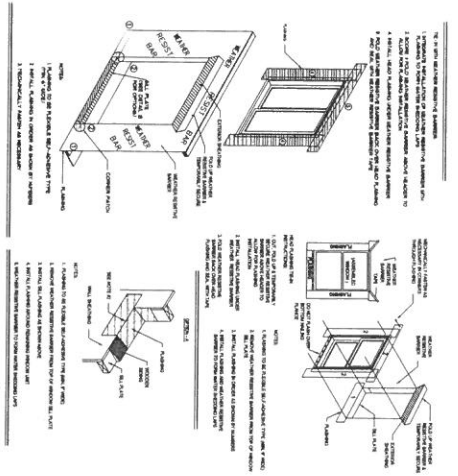
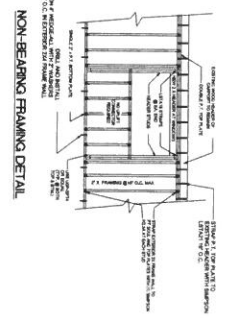
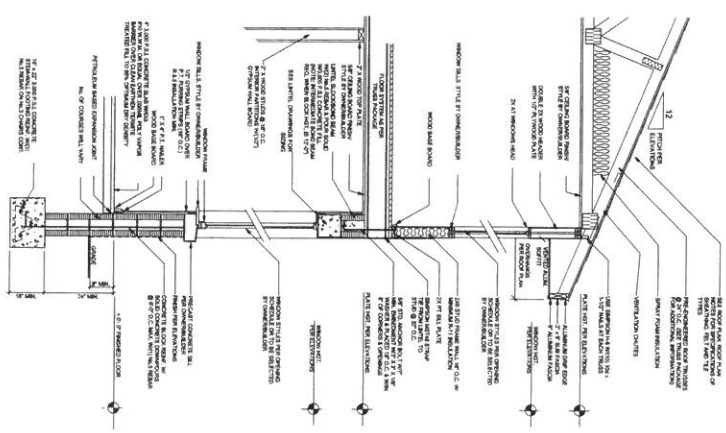
SCALE: NOTED
DESIGNED BY: CHAD S. LINN, P.E.
DRAWN BY: CSL
FLORIDA REGISTRATION NUMBER: 57524
CHECKED BY: CSL

LINN ENGINEERING & DESIGN
P.O. BOX 140024
ORLANDO, FL 32814
PHONE: 407-328-9433
cslinn@linnengineering.com

NO.	REVISIONS	DATE	BY



TYPICAL 8" CMU BLOCK STEPMALL AND FRAME SECOND FLOOR



PROJECT NO. 5800-16-400
SHEET NUMBER 5.1

BEAMISH RESIDENTS
1750 BARCELONA WAY
WINTER PARK, FLORIDA

DETAILS

SCALE AS NOTED
DESIGN BY CHS
DRAWN BY CSJ
CHECKED BY CSJ

DESIGN ENGINEER
CHAD S. LINN, P.E.
FLORIDA REGISTRATION NUMBER
57524
SEAL

LINN ENGINEERING & DESIGN
P.O. BOX 1808
ORLANDO, FL 32816
PHONE: 407-325-6403
chad@linneng.com

NO.	REVISIONS	DATE	BY

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

**Staff Report
September 6, 2016**

SPR 6:16 Request of Mr. & Mrs. Seidel for approval to renovate and expand the two-story, single-family home located at 1251 Lakeview Drive and to build a detached accessory swimming pool cabana structure and swimming pool the lakefront portion on Lake Virginia.

Mr. and Mrs. Seidel are the purchasers of the 1251 Lakeview property that has had an eventful history with the City. P&Z members may recall in September 2014 that Mr. Joseph Passalacqua (as represented by Rebecca Wilson) requested an after-the-fact subdivision or lot split approval so that the lakefront "lot" property at 1252 Lakeview Drive could be determined to be a buildable lot. That request was denied by P&Z and the City Commission. Alternatively in January 2015, the P&Z Board and the City Commission approved a lot consolidation of the lakefront lot at 1252 Lakeview with the non-lakefront 1251 Lakeview house across the street. A condition of approval was that if the home at 1251 Lakeview was limited to 4,500 square feet, then the lakefront portion could be used for a swimming pool and accessory structures up to 1,000 square feet.

That Development Agreement was executed and recorded in the public records (attached). The two properties have been formally combined by the Orange County Property Appraiser, so that now only one property (1251 Lakeview) officially exists.

This application further implements that Development Agreement. It contains the new home renovation Plans (which are of less concern to P&Z being across the street) and the new construction plans for the swimming pool and pool cabana structure on the lakefront which require P&Z lakefront approval.

PROPOSED LAKEFRONT PLANS: The proposed lakefront cabana building and swimming pool are on the 9,858 square foot lakefront portion of this property and the pool cabana building is a one-story 720 square foot building (including the covered breezeway) with a covered rear deck of 330 square feet (which does not count in the FAR). Thus the total FAR is 7.3%. The building meets the established front setback and is in line with the adjacent homes. The swimming pool is also within the required 50 foot lakefront setback. The proposed cabana building, swimming pool, driveway and parking spaces will have an impervious coverage of 27.3%, which is within the maximum 50%.

TREE PRESERVATION: The Code direction on water front lots is "to preserve existing trees to the degree reasonably possible." No protected trees are to be removed.

VIEW FROM THE LAKE: This lot does have some grade issues of about 5 feet of drop thru-out the length of the construction. There will be some internal stepping and the swimming pool will be four feet above existing grade at the lakefront side of the swimming pool which is intended to a negative edge spill over pool water design. The Code maximum is three feet which is intended to prevent the scenario of large retaining walls facing the lake. The P&Z Board has granted variances in the past to deal with unusually steep lakefront properties. The P&Z Board has also routinely granted variances for heights of four feet when the design is for a negative edge swimming pool because the view from the lake is the pool water cascading down over the edge and not of a solid retaining wall.

VIEW OF NEIGHBORS: The proposed swimming pool and cabana building respects the location of the two adjacent homes and will not affect the views of the lake of the neighboring properties. It also should be noted that the height of the cabana building is very low profile at 12 feet of total height.

STORM WATER RETENTION: The applicant is proposing storm water retention areas up front for some of the driveway runoff and then the use of a lakefront swale, as is typically done, for the balance of the runoff.

OTHER CONSIDERATIONS: There is an access and temporary construction easement agreement attached with the adjacent neighbors to the south. This relates to other factors involving their basement and access to it from this subject property. However, it is also evidence of their concurrence with this request.

Technically the entire property is a lakefront lot. However, as per the portions of the construction across the street on the main residence, those plans have been determined to meet the Zoning Code regulations and no variances are requested.

SUMMARY: Overall, the plans meet the intent of the lakefront review criteria. Staff does not see any concerns with the proposed plans as presented.

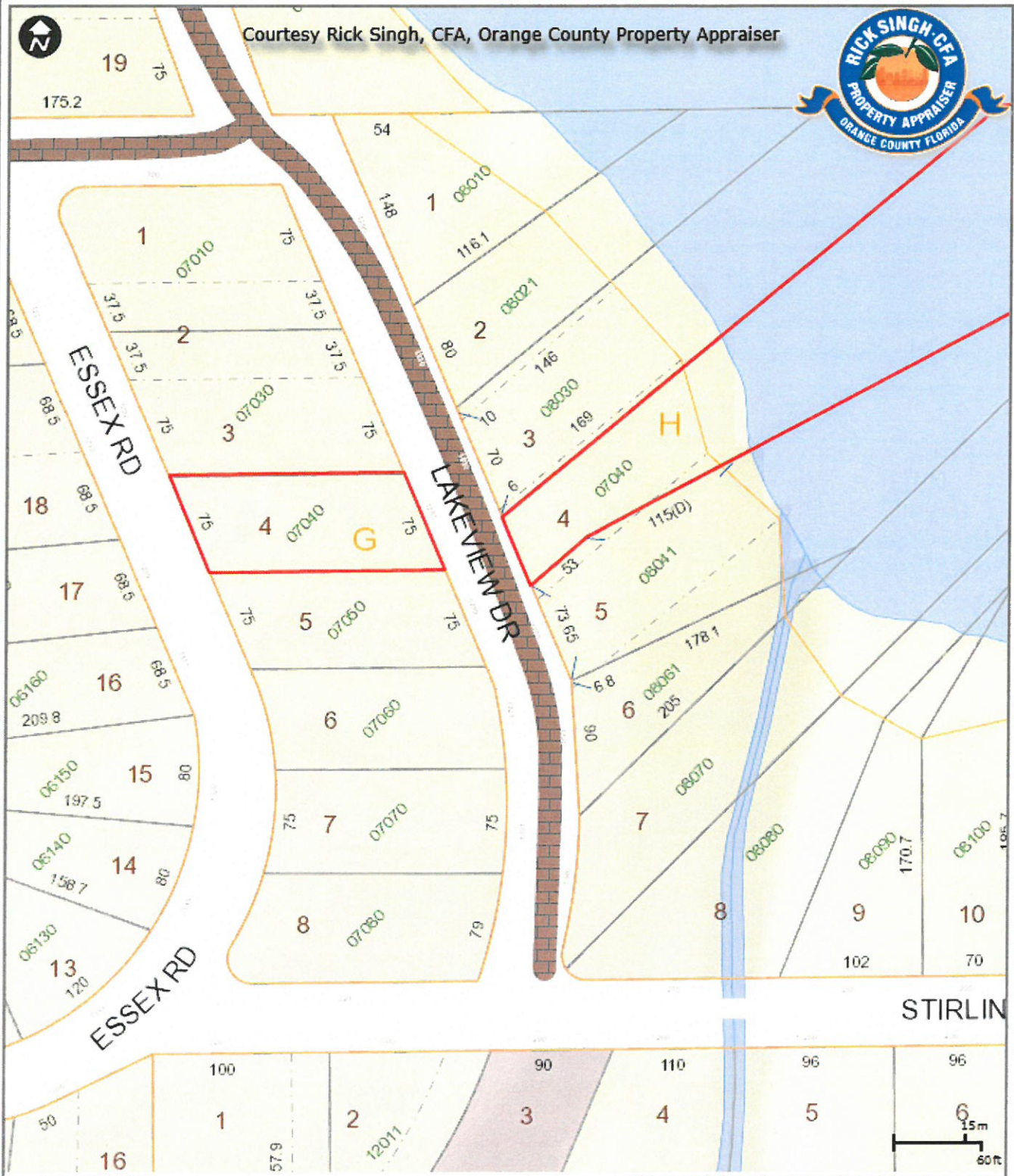
STAFF RECOMMENDATION IS FOR APPROVAL

OCPA Web Map

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

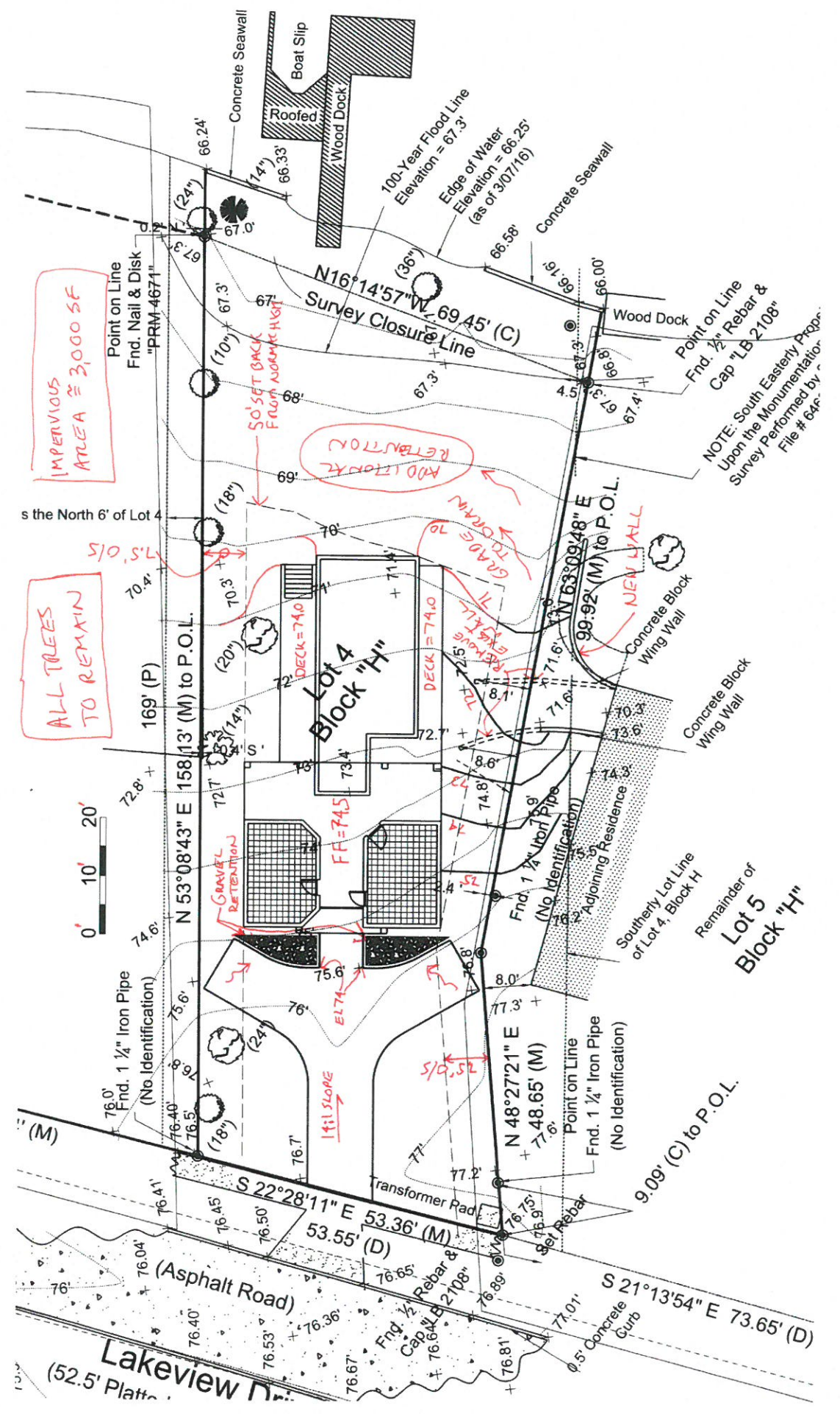


Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 8/30/2016

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



IMPervIOUS AREA ≈ 3,000 SF

ALL TREES TO REMAIN

ADD 1200K RETENTION

GRADE TO DRAIN

NEW WALL

50' SET BACK FROM NORMAL HIGH

NOTE: South Eastern Property Survey Performed by [unreadable] File # 646.

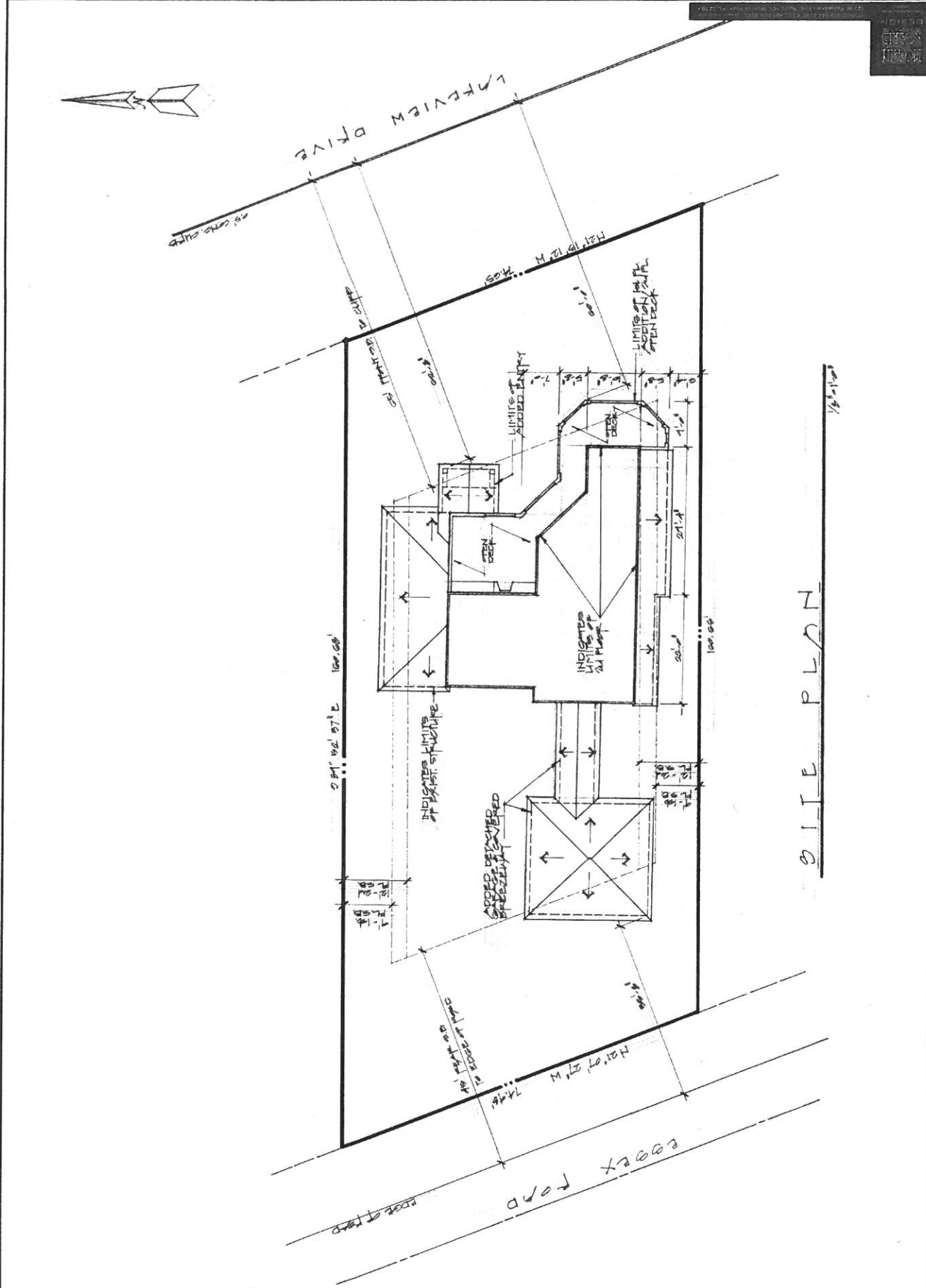


Lakeview [unreadable] (52.5' Platte)

REVISIONS	BY	DATE

SPIDEL RESIDENCE
 101 LAKEVIEW DRIVE WINTER PARK, CO

DRAWN BY: J. N.
 CHECKED BY: J. N.
 DATE: 1/1/03



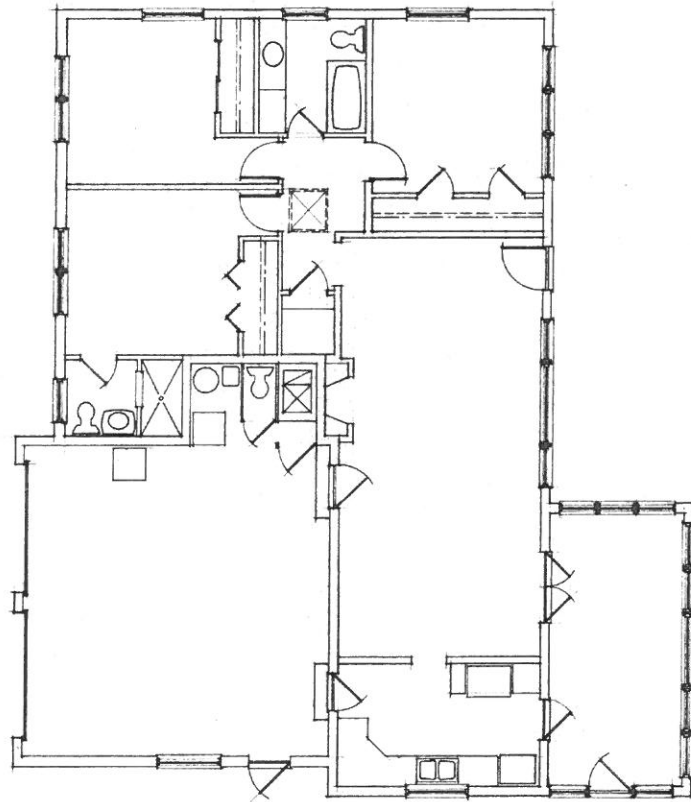
SITE PLAN



REVISIONS	BY

1031 LAKENVIEW DRIVE • WINTER PARK, FL
 SEIDEL RESIDENCE
 ADRIAN & KATHY

Date: 12/14/10
 Scale: 1/4" = 1'-0"
 Designer: Chris H.
 Architect: Jeff Seidel, AIA
 Sheet: 01
 Title:



AS BUILT FLOOR PLAN

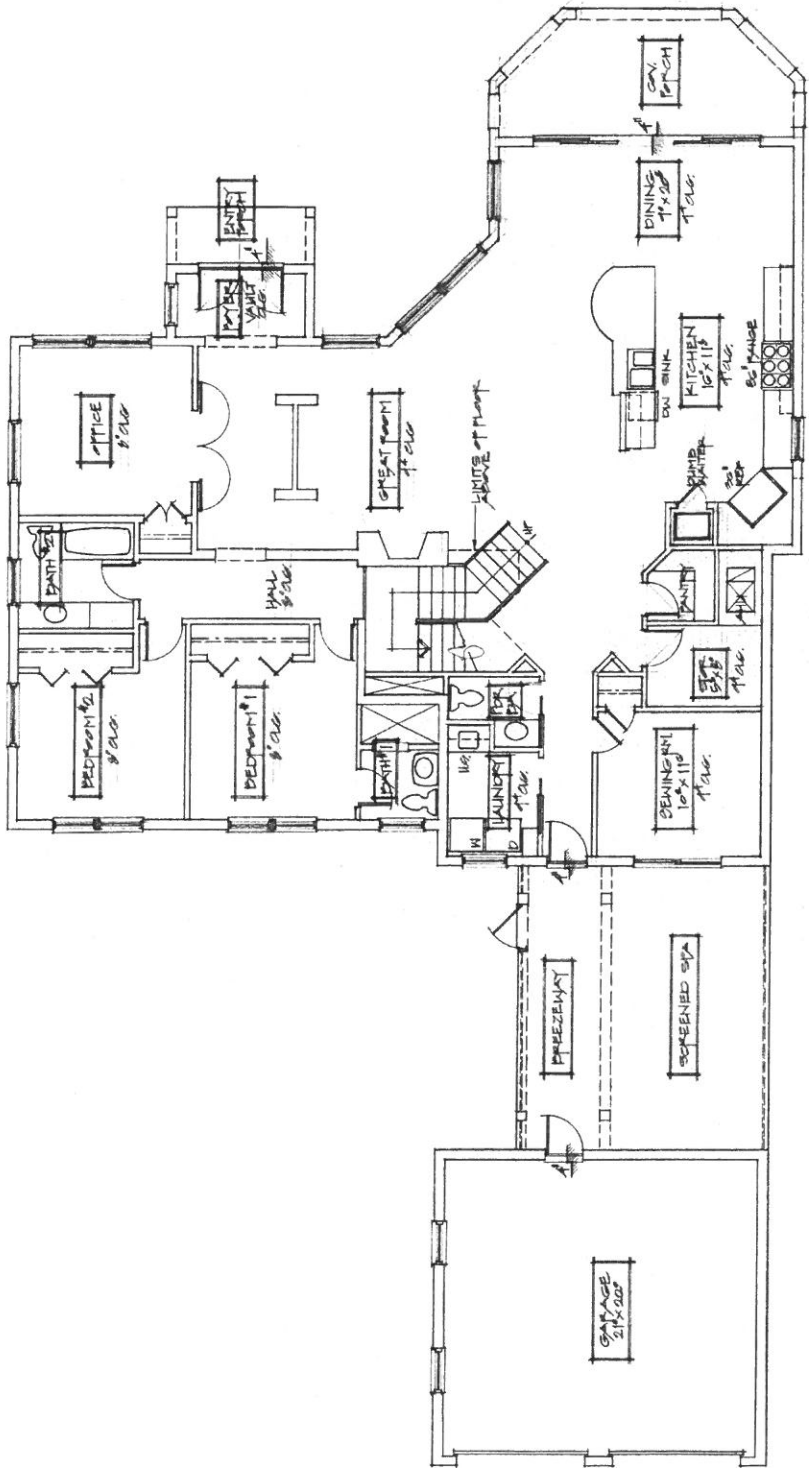
1/4" = 1'-0"



REVISIONS	BY

SEIDEL FENCE
 101 GREEN DRIVE • WINTER PARK, FL
 APPROX. FLOOR PLAN

DATE	
SCALE	
DESIGNER	
CLIENT	
PROJECT	

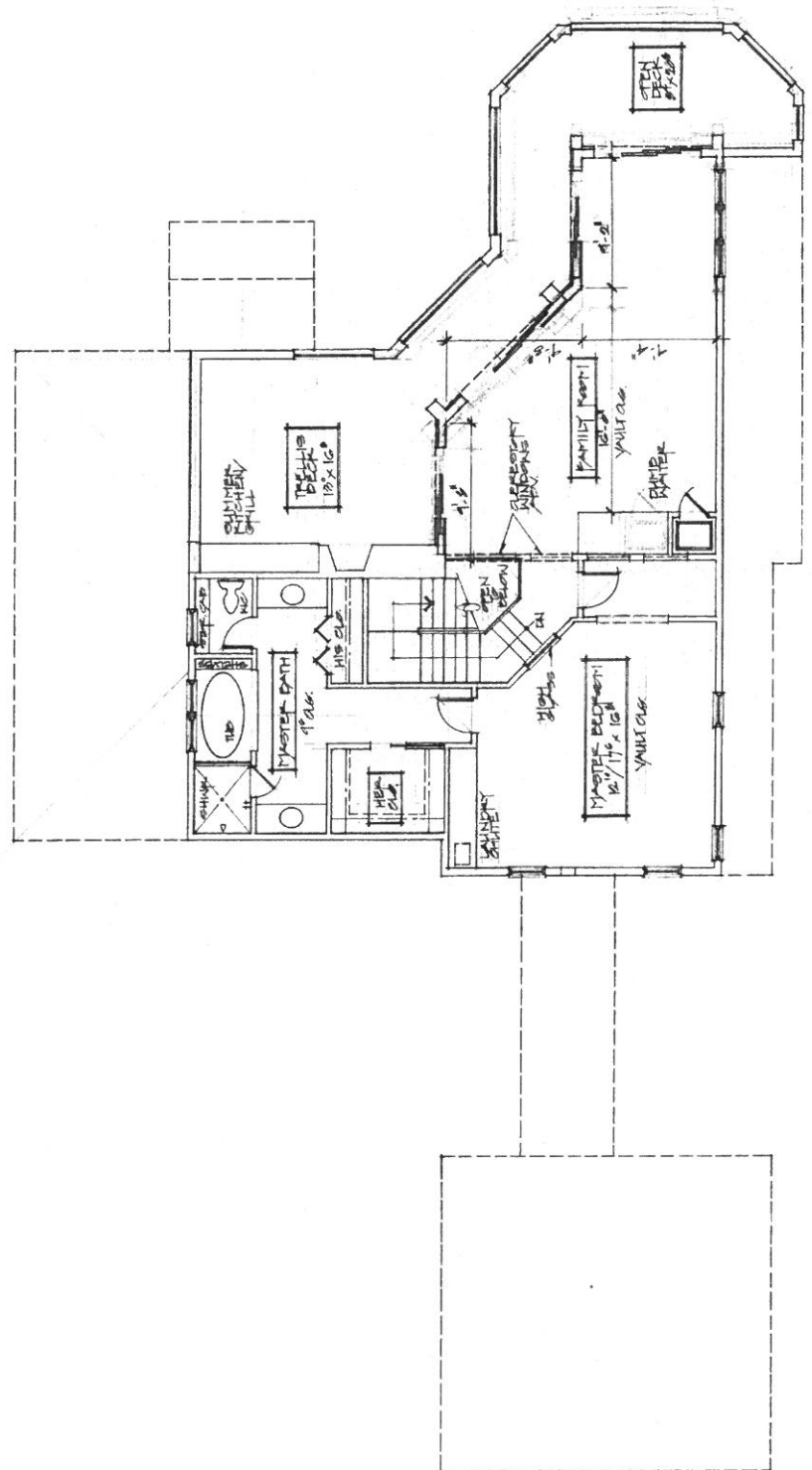


1st FLOOR PLAN
 1/4" = 1'-0"

REVISIONS BY

SEIDEL EVIDENCE
 ADRIAN FENNERTY
 101 LYNN DRIVE WINTER PARK, FL

DATE: 10/10/10
 DRAWN BY: J. H. H.
 CHECKED BY: J. H. H.
 SCALE: 1/8" = 1'-0"



2ND FLOOR PLAN

1/8" = 1'-0"



DATE: 10/10/10

REVISIONS BY

SEIDEL EVIDENCE

ADDITIONAL ELEVATION

101 LAKELAND DRIVE • WINTER PARK, FL

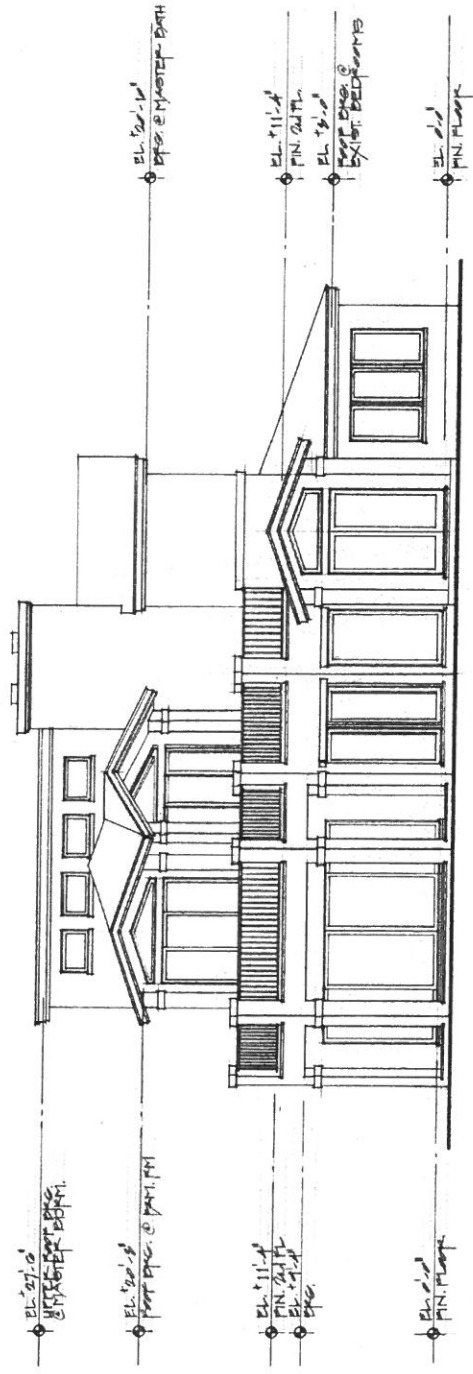
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PROJECT: SEIDEL EVIDENCE

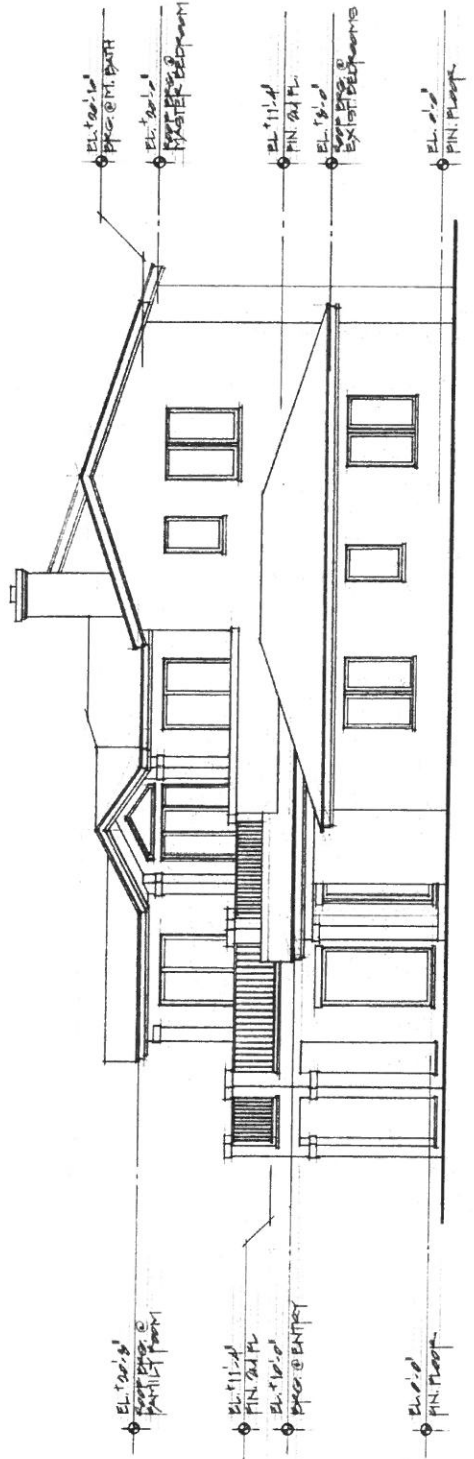
SCALE: 1/8" = 1'-0"

DESIGNER: [Signature]

DATE: 11/11/10



FRONT ELEVATION



RIGHT SIDE ELEVATION



Boundary Survey

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

AND TOGETHER WITH

Lot 4 (less the North 6 feet), and beginning at the Northeast corner of Lot 5 run South to the Northeast corner of Lot 6; thence Northwesterly to point 6.5 feet North of the South end of the concrete curb of the driveway of Lot 5; thence East to point of beginning, all in Block H, VIRGINIA HEIGHTS, according to the Plat thereof as recorded in Plat Book G, Page 107, Public Records of Orange County, Florida.

LESS AND EXCEPT THEREFROM THE FOLLOWING LAND AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED JANUARY 15, 1978 IN OFFICIAL RECORDS BOOK 2672, PAGE 1345, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TO WIT:

Parcel "X": Begin on the Westerly line of Lot 3, Block "H", VIRGINIA HEIGHTS, according to the plat thereof recorded in Plat Book G, Page 107, Public Records of Orange County, Florida, at a point 6.5 feet Northerly from the Southwest corner of said Lot 5; run thence North 21 degrees 40 minutes West 73.65 feet along the Easely right of way line of Lakeview Drive, thence North 47 degrees 29 minutes East 53 feet, thence North 61 degrees 0 minutes East 115 feet more or less to the waters of Lake Virginia, thence Southeastly along the waters of Lake Virginia 98 feet more or less to a point which bears North 65 degrees 35 minutes East from the point of beginning, thence South 65 degrees 35 minutes West 178.1 feet more or less to the Point of Beginning.

CERTIFIED TO:
Valerie Seidel
Flood Zone: X & AE
Panel: 0265 F
Community Number: 12098C
Date: 07/25/2009

-Site Benchmark Information-

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

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

-Benchmark Information-

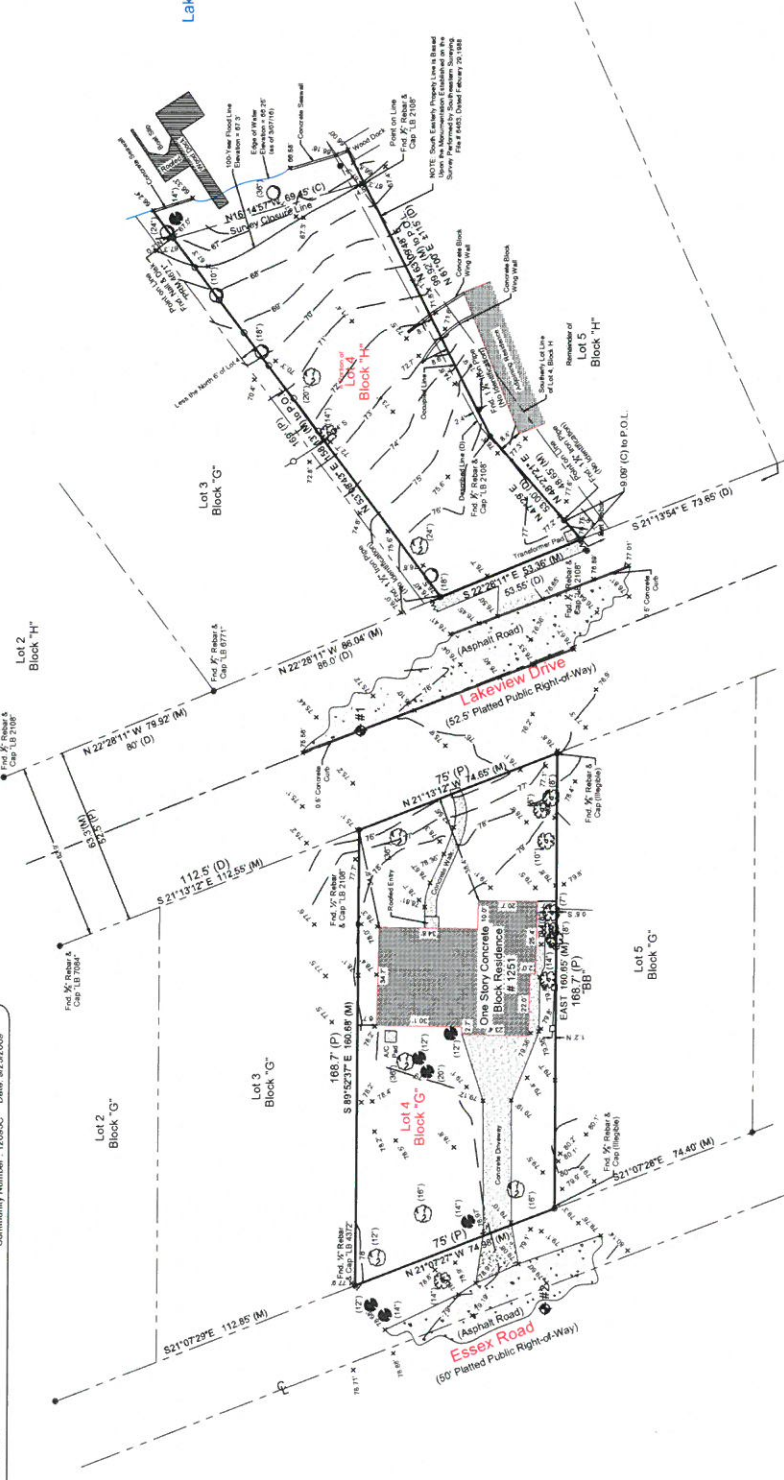
Orange County Datum. Elevation: 66.23'
Front Square Cut in Concrete V-Way Wall at Boat Ramp
West of the Wood Dock in Dinky Dock Park.
(Elevations are based upon NAVD 88 Datum)

Lines:
Circle - Concrete
Triangle - Diameter of hole measured at Chisel Height
(18")

Iron Legals:
Circle with dot - Iron
Circle with cross - Iron
Circle with 'X' - Iron
Circle with 'L' - Iron



Lake Virginia



Revised Building Plat: 05/08/16 Revised Property Line: 03/29/16 Field Date: 03/07/16 Date Computed: 03/10/16 Drawn By: GLG File Number: 15-268468	Legend: --- Chain of Custody --- Chain of Survey --- Chain of Reference --- Chain of Control --- Chain of Elevation --- Chain of Location --- Chain of Identification --- Chain of Verification --- Chain of Accuracy --- Chain of Reliability --- Chain of Integrity --- Chain of Consistency --- Chain of Completeness --- Chain of Timeliness --- Chain of Availability --- Chain of Usability --- Chain of Accessibility --- Chain of Interoperability --- Chain of Reusability --- Chain of Portability --- Chain of Exchangeability --- Chain of Convertibility --- Chain of Compatibility --- Chain of Interchangeability --- Chain of Substitutability --- Chain of Replaceability --- Chain of Repairability --- Chain of Maintainability --- Chain of Supportability --- Chain of Enhanceability --- Chain of Extensibility --- Chain of Flexibility --- Chain of Scalability --- Chain of Portability --- Chain of Reliability --- Chain of Integrity --- Chain of Consistency --- Chain of Completeness --- Chain of Timeliness --- Chain of Availability --- Chain of Usability --- Chain of Accessibility --- Chain of Interoperability --- Chain of Reusability --- Chain of Portability --- Chain of Exchangeability --- Chain of Convertibility --- Chain of Compatibility --- Chain of Interchangeability --- Chain of Substitutability --- Chain of Replaceability --- Chain of Repairability --- Chain of Maintainability --- Chain of Supportability --- Chain of Enhanceability --- Chain of Extensibility --- Chain of Flexibility --- Chain of Scalability
--	---



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



Prepared By:

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

ACCESS AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

AGREEMENT

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

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

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

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


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

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

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

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

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


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

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

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

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


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

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

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

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

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


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

12. Notices.

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

In the case of Grantor:

Gregory S. Seidel and Valerie L. Seidel

Or, in the case of Grantee:

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

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

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

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

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

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



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

Signed in the presence of two witnesses

GRANTOR:

(Sign) WSB
(Print Name) William Smith

Gregory S. Seidel
Gregory S. Seidel

(Sign) Alicia Barker
(Print Name) Alicia Barker

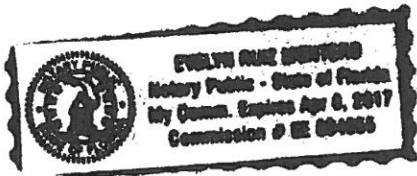
Valerie L. Seidel
Valerie L. Seidel

STATE OF FLORIDA

COUNTY OF ORANGE

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

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



Handwritten initials/signature

[SIGNATURES ON FOLLOWING PAGES]



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

GRANTEE:

Signed in the presence of two witnesses

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

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

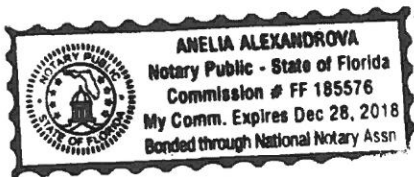
[Signature]
Peter F. Foley, III

[Signature]
Antoinette D. Foley

STATE OF FLORIDA

COUNTY OF ORANGE

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



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

[Signature]

[Signature]

EXHIBIT A

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

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

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



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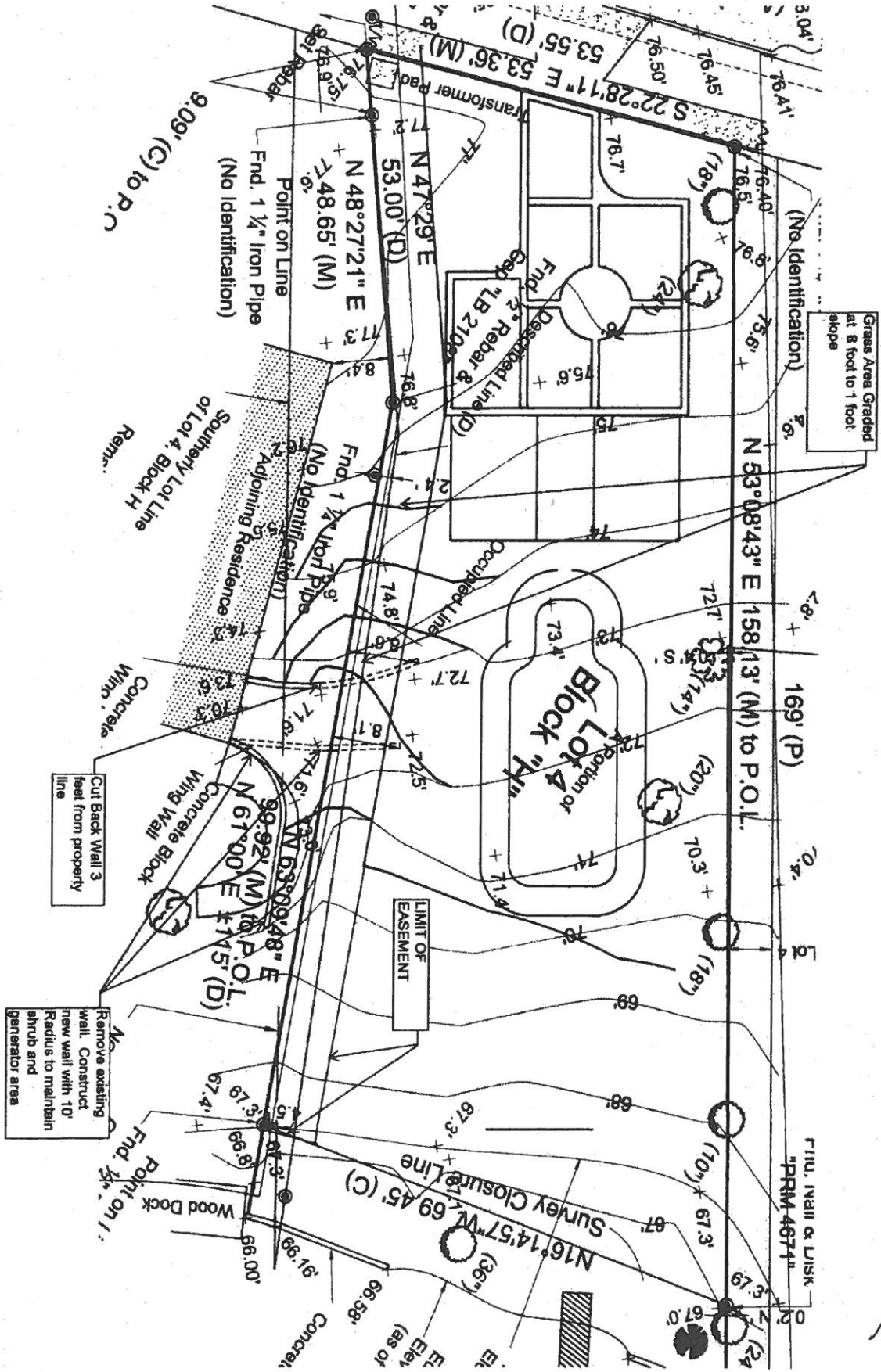
EXHIBIT B

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

af

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MM



[Handwritten initials]

[Handwritten initials]

THIS INSTRUMENT PREPARED BY:

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

DOC# 20150138760 B: 10891 P: 3134
03/19/2015 08:53:07 AM Page 1 of 7
Rec Fee: \$81.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: CITY OF WINTER PARK

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



USE RESTRICTION DECLARATION

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

6. Owner hereby agrees to limit development as follows:

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGE]

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

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

Jane Chonody
Print Name: Jane Chonody

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

Kennifer Assam
Print Name: KENNIFER ASSAM

STATE OF FLORIDA
COUNTY OF ORANGE

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

(NOTARY SEAL)



Bonnie A. Beckett
Notary Public Signature

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

WITNESSES:

Michelle Bernstein

Michelle Bernstein
(print)

Michelle del Valle Newman

Michelle del Valle Newman
(print)

CITY OF WINTER PARK, FLORIDA

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

ATTEST:

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

Date: 1-26-15



STATE OF FLORIDA
COUNTY OF ORANGE

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

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



EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

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

AND TOGETHER WITH

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

EXHIBIT "B"

LEGAL DESCRIPTION OF THE 1251 PARCEL

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

LEGAL DESCRIPTION OF THE 1252 PARCEL

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

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

**Staff Report
September 6, 2016**

REQUEST OF JT PALM HOLDINGS LLC (CASK & LARDER) TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM A SINGLE FAMILY DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO A PARKING LOT FUTURE LAND USE DESIGNATION ON THE VACANT PROPERTY AT 520 SOUTH PENNSYLVANIA AVENUE.

REQUEST OF JT PALM HOLDINGS LLC (CASK & LARDER) TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ZONING ON THE PROPERTY AT 520 SOUTH PENNSYLVANIA AVENUE.

REQUEST OF JT PALM HOLDINGS LLC (CASK & LARDER) FOR: CONDITIONAL USE APPROVAL TO EXPAND AND RELOCATE THE OUTDOOR SEATING FOR THE CASK & LARDER RESTAURANT FROM IN FRONT OF THE RESTAURANT TO THE PARKING LOT AREA ON THE WESTERN SIDE OF THE RESTAURANT AT 565 WEST FAIRBANKS AVENUE, PROVIDING FOR CERTAIN EXCEPTIONS AND FOR A DEVELOPMENT AGREEMENT, IF REQUIRED.

JT Palm Holdings, LLC (property owner) is requesting the following:

1. Changing the Comprehensive Plan future land use designation of Single-Family Residential to Parking Lot on the property at 520 South Pennsylvania Avenue;
2. Changing the Zoning on the same property from Single-Family Residential (R-1A) to Parking Lot (PL) ; and
3. Conditional Use approval to expand and relocate the outdoor seating at the Cask & Larder restaurant from the front to the parking lot area to the west of the restaurant, located at 565 West Fairbanks Avenue.

Site and Context: The applicant is requesting to rezone 520 South Pennsylvania Avenue to PL (parking lot) to create additional parking and an entrance to the businesses adjacent to this lot. Residential properties are located to the north along Pennsylvania and Comstock Avenues. Commercial properties, including Cask & Larder and Swine & Sons, are located to the south/west. The property is 5,027 square feet in size with 50 feet of frontage on Pennsylvania Avenue, and 100 feet of lot depth.

Purpose for this Request: 520 South Pennsylvania Avenue is currently a vacant property that has historically been used for overflow parking dating back many

decades to the era of Harpers Tavern and the Cordon Bleu. Thus the unimproved use of this property as overflow parking has been grandfathered-in from decades ago despite the residential zoning category. Now, the applicant would like to improve the lot with paving versus the dirt surface and provide landscaping and storm water retention per Code, where none exists today, which will create a more attractive parking lot and more of a buffer for the surrounding residential properties. From the exterior view, this rezoning to foster redevelopment of the site will be a welcome upgrade. Without the rezoning, this property would not be able to be improved as a paved parking lot. This Parking Lot (PL) zoning category also limits the permitted uses to parking lots, not including parking garages, so no structures are permitted, just a surface parking lot.

Staff Analysis of Comp Plan/Rezoning Request: Generally the staff is in opposition to zoning changes from residential to a business use. However, it is difficult to take that stance when the property has been used as an overflow parking lot for 60+ years. In terms of location and context the 520 South Pennsylvania Avenue property is on the edge of a residential neighborhood downtown adjacent to commercial uses. In this transitional location, the parking lot zoning category would not change the use of this property from what exists today, and creates a buffer for the residential properties from the commercial uses. Staff feels that this would improve the aesthetics of this block.

Request for Conditional Use Approval: The applicant is also requesting approval to create an outdoor dining area for the Cask & Larder restaurant (565 West Fairbanks Avenue), to be located on the west side of the building and to the north of the current entrance. The proposed outdoor dining area would be on a slightly raised wood deck and be approximately 800 square feet in size. Wood planters and an awning would also accompany the deck. Since this outdoor area is within 300 feet of residential properties and will be serving alcoholic beverages, a conditional use approval is required.

Staff Analysis of Conditional Use Request: While Cask & Larder currently has outdoor seating to the south of the building, this area is not regularly utilized due to the traffic and noise of Fairbanks Avenue. The applicant would like to create an additional outdoor space that would be more utilized by the restaurant patrons. Staff feels that since the operating characteristics of Cask & Larder are generally reserved and quiet, even in the evening hours, that the additional outdoor seating will not adversely affect the adjacent residences. However, if Cask & Larder were to vacate this location and another restaurant/bar were to occupy this building, staff feels that there should be a condition that they will need to receive conditional use approval as well to utilize this outdoor area.

Staff Recommendation is as Follows:

- 1. APPROVAL of the request to change the Comprehensive Plan future land use designation of Single-Family Residential to Parking Lot on the property at 520 South Pennsylvania Avenue;**

- 2. APPROVAL of the change of Zoning on the same property from Single-Family Residential (R-1A) to Parking Lot (PL); and**
- 3. APPROVAL of the Conditional Use request with the provision that it is restricted to the use of Cask & Larder, and if a future restaurant were to occupy this location, they would need a subsequent Conditional Use approval to utilize the outdoor dining space.**

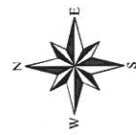


**520 S PENN AVE
REZONING REQUEST**

**City of Winter Park
Florida**

Legend

- C-3
- R-1A



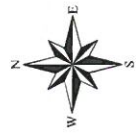
Date: 8/24/2016





**CASK & LARDER
CONDITIONAL
USE REQUEST**

City of Winter Park
Florida



Date: 8/24/2016



Design Narrative for Rezoning Request at 565 W. Fairbanks Avenue

Julie and I would like to have our residential lot rezoned to commercial parking as well as approval to create an outdoor dining area on the interior of our lot.

We would like to beautify the property by taking an area already used for parking and entrance to create a carefully landscaped and paved entrance. This will improve the view from the street and provide a safer and more efficient vehicular entrance. The side entrance will help alleviate some of the dangerous turns currently required to access the property. This will help our on-site businesses which will in turn help the neighborhood. Also, we intend to provide landscaping and lighting improvements throughout the property. Located at the entrance to Winter Park, we feel our improvements at the five points intersection will benefit and showcase our great city.

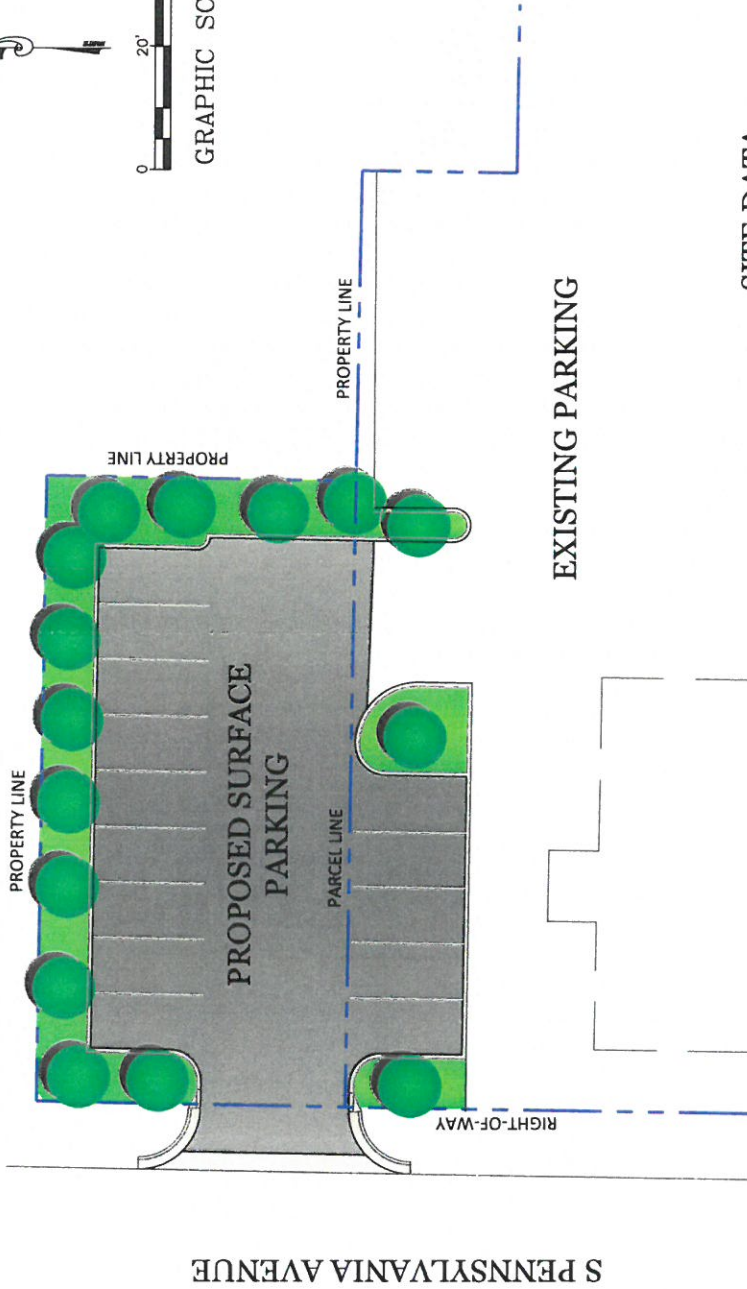
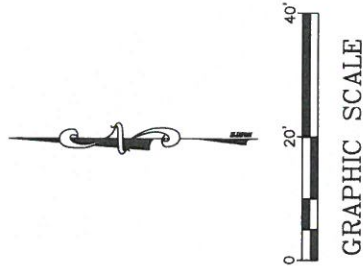
In addition to these site and parking improvements, we would like to create an outdoor dining space on the north side of main entrance on slightly raised wood deck. The +/- 800 sf outdoor dining deck will be surrounded by wood planters and a small awning.

James Petrakis
August 3, 2016

revision	description	date
Δ		
Δ		

drawn by: ELLI
 checked by: SCW
 date: 07/06/2016
 plot scale: 1"=30'
 project number: CONCEPT
 file name: COLOR CONCEPT

C 001



SITE DATA

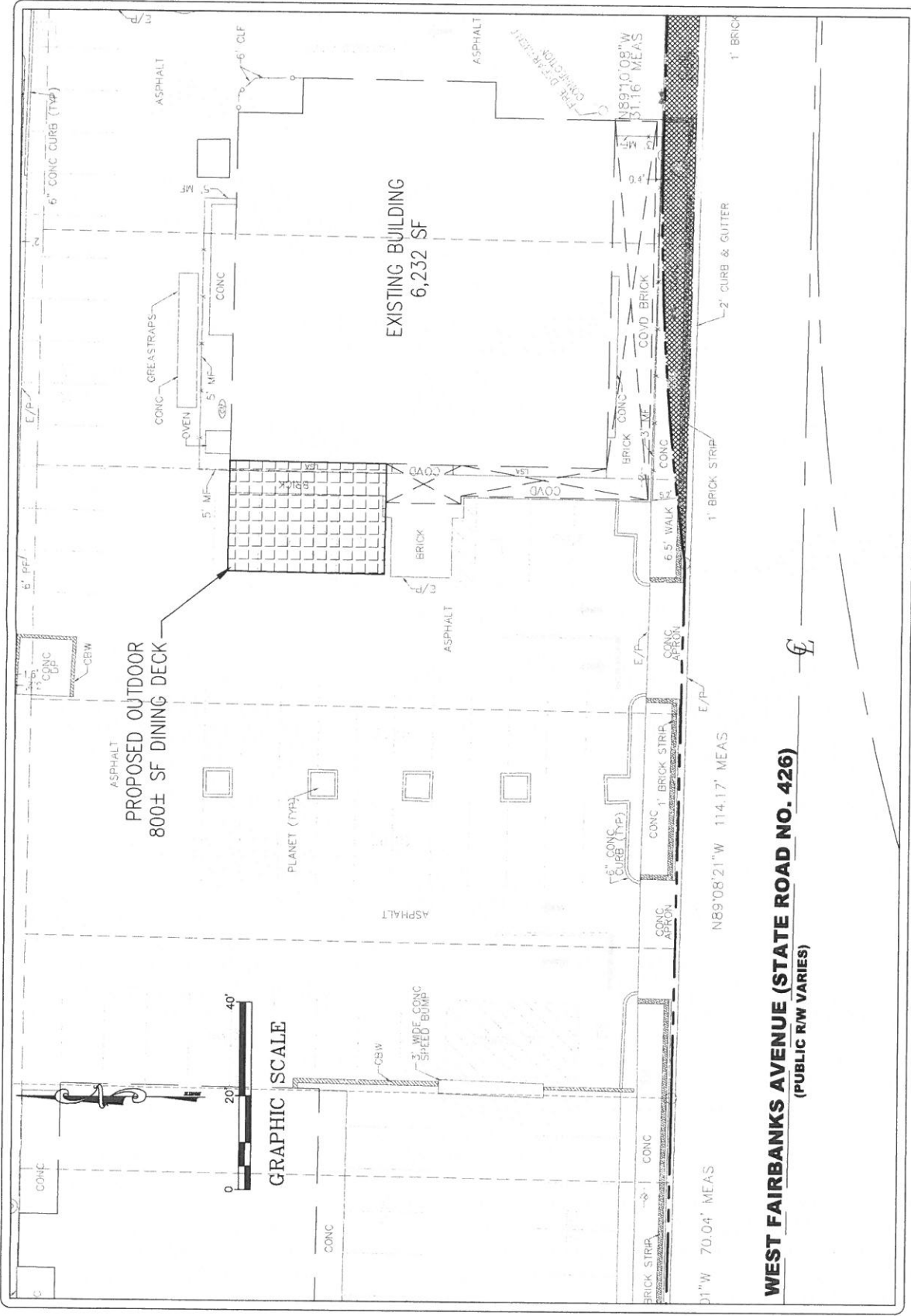
AREA OF SUBJECT PARCEL 0.12 ACRES
 PARKING ON SUBJECT PARCEL 9 CARS

520 S PENNSYLVANIA AVENUE
WINTER PARK, FLORIDA
SITE PLAN

revision	description	date
Δ		
Δ		

drawn by: ELL
 checked by: SDW
 date: 07/04/2016
 plot scale: 1"=30'
 project number: CONCEPT
 file name: C001B.CONCEPT

C 001 B



WEST FAIRBANKS AVENUE (STATE ROAD NO. 426)
 (PUBLIC R/W VARIES)

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

**Staff Report
September 6, 2016**

REQUEST OF OSPREY CUSTOM HOMES INC. FOR: CONDITIONAL USE APPROVAL TO REDEVELOP THE VACANT 0.93 ACRE PROPERTY AT THE NORTHEAST CORNER OF MICHIGAN AND SCHULTZ AVENUES WITH A NEW DEVELOPMENT OF TWELVE TWO-STORY TOWNHOUSES WITH A TOTAL CUMULATIVE SIZE OF 28,520 SQUARE FEET.

This request is for Conditional Use approval to develop the northeast corner of Michigan and Schultz Avenue with twelve (12) new residential townhomes with a cumulative project building size of 28,520 square feet, on this property zoned R-3. This requires Conditional Use approval because the building size exceeds 10,000 square feet.

Site and Zoning Parameters: This is a 40,729 square foot property (0.93 acres) which based on 17/units per acre maximum density permits the twelve units proposed. Prior to 2014, this property had split zoning with R-3 multi-family on the eastern side toward Orlando Avenue and R-2 zoning on the western side toward Schultz Avenue. Then in 2014 the City approved the rezoning of the remaining 0.64 acres included in this lot from R-2 to R-3, but did not specifically approve any site plan or building arrangement. At the time, the Conditional Use process was cited as the method to prevent over-building and incompatible developments.

These sections of Michigan, Miller, Indiana and Harmon Avenues are comprised of older single family homes and duplexes dating from the 1950-1960's and newer townhome development. There is a six unit townhouse project built in 1990 on the corner of Harmon and Schultz Avenues, built to R-2 standards that fits in well with the neighborhood, across the street from Orwin Manor. The more recent townhouse project, built in 2004, that has been very well received, is the Townhouses at Harper Place. This is the 21 unit project along Schultz Avenue between Miller and Indiana Avenues. These are 21 units of about 2,400 square feet living area and garage that have sold for \$350,000-\$400,000.

Proposed Project: These twelve new units will be two-story townhomes that are all connected, as one building, 255 feet in length. The total project size is 28,520 square feet, which is a floor area ratio (FAR) of 70% which is at the maximum R-3 FAR for two story development. The maximum lot coverage is 40% and the project has 16,341 square feet of building lot coverage, which is 40.8%. Thus, a variance is requested for the 326 square feet of building footprint above Code. The maximum impervious coverage is 70%, and this project is at 69.9% (28,465 square feet). However, you will note that the design requires gravel sections in the driveway in order not to exceed the Code. Building height is 30 feet.

The traffic access for these townhomes is a common one-way driveway that is entered from Schultz Avenue and which exits onto Michigan Avenue. There are two-car garages for each unit. In order to meet the 'visitor' parking requirement, one parking space is shown at the Schultz entrance but that space does not comply with Code as it is located in the street setback and needs variance for that location. There are five proposed parallel parking spots on the east portion of the property that are virtually on the property line. There also is a building encroachment from the adjacent property that conflicts with these parallel parking spaces and makes two of them unusable. All of these parking spaces will be very difficult to access. Those spaces are also undersized at 20 feet long (versus the normal 22 feet of length) because otherwise they would extend into the street setback and need additional variances. So the required 'visitor' parking is squeezed into space that either needs a variance, conflicts with a building encroachment or is extremely difficult to access.

The consistent theme of these proposed plans is the overbuilding of the property. There is too much building footprint coverage but rather than reduce the footprint, the applicants request a variance. There is too much impervious coverage but rather than reduce it, they revert to gravel driveways, to circumvent the intent of that requirement, which is to provide open space. Instead the portions of the required open space for this project are the gravel inserts in their driveway. There isn't adequately designed visitor parking but rather than reduce the building area, there are variance requests for the parking.

Tree Preservation: The Urban Forestry Department met onsite with the landscape architect for this project. There are seventeen oak trees that will be removed (per the tree survey provided) which are in declining health and the Forestry staff is in agreement with their removal. Forestry staff also agreed to removal of a declining right-of-way tree. Urban Forestry is expecting the mitigation requirements to be met through a combination of replanting on-site and payment of fee-in-lieu. However, on this one acre site there isn't any place to replant even a single replacement oak shade tree. Every inch of the site is occupied by building, pavement or storm water retention areas. The spaces in the corners where new oaks are shown are too small per city standards to support replanting of oaks. As per the earlier theme, an indication that a site is overbuilt, is when on a one acre site there isn't any open space where one single new oak tree can be planted. The alternative that the applicant proposes is to use the city's right-of-way for new shade tree plantings.

Storm Water Retention: The project intends to meet the storm water code for a 25 year storm event with above ground swales in the front yards of the townhomes and also in a walled retention pit along the Schultz Avenue sidewalk in that street yard setback. Every inch of street front yard as shown is to be used as retention area. Thus, there is no space for replanting any of the compensation oak trees in the street front yard areas. We also have the safety issue of pedestrians walking off the Shultz sidewalk into the retention pit that is located adjacent to the sidewalk. This is an unsafe scenario. The applicant can build a railing along the sidewalk to remedy this safety issue but again this is another example of too much development squeezed onto this site.

Other Approvals: This project is intended to be developed as fee simple townhouses pursuant to a replat (not as a condominium). To the extent that a "subdivision approval" is required, then this process provides that approval. This fee simple/replat marketing approach is what is occurring on most multi-family residential projects in today's market environment.

Applicable Comprehensive Plan Policies: The applicable policy in the Comprehensive Plan that relates to this project, is shown below:

Policy 1-3.6.4: Ensure Compatible Size, Form and Function are Achieved in Areas Designated Medium- and High-Density Residential. The City shall apply regulatory measures including, but not limited to, conditional use review process together with floor area ratio regulations within Medium and High-Density Residential designated areas in order to avoid land use compatibility conflicts due to dissimilar building types, size, mass, articulation, height, and other design features or ancillary loss of views, privacy, and access to light, as well as noxious impacts of traffic, noise, adverse changes in drainage patterns, and other negative effects of incompatible development.

Staff Analysis of the Conditional Use Request: The key word in the Comprehensive Plan policy (above) and within our Conditional Use code standards is "compatibility". That is what the P&Z Board primarily concentrates upon in your decision making. Is the project compatible in size and scale with the context where it is located. The conclusion that the P&Z Board must reach is that the project's size and scale is "consistent with the scale and character of the immediate neighborhood".

The conclusion of the planning staff is that this size and scale of project is NOT compatible and does not satisfy that key criteria for the granting of a conditional use approval. Within this Lawndale residential neighborhood of Winter Park comprised of Michigan, Miller, Indiana and Harmon Avenues, there are no residential buildings remotely close to the 28,520 square feet of this proposed project.

The median size of the buildings in this Lawndale neighborhood of the City is 2,842 square feet. This project is 10 times larger than the typical building size in this neighborhood.

The successful template for how to blend multi-family development into this neighborhood has been successfully established by the Harper Place townhouses one block to the south. They divided up their 21 townhouse units into five buildings. No building has more than 6 units. The two largest buildings with six units in each building are approximately 13,750 square feet in size. That is one-half the size of this proposed project.

The planning staff has discussed this concern with the applicants but they have not been willing to divide the project and lessen the building intensity since they would lose one residential unit. However, the Planning staff believes that the solution to achieve some form of compatibility is to follow the template of the Harper Place townhomes and divide this project into two buildings with some open space separation between the two separated buildings.

As discussed earlier, this project design has many shortcomings, all because it is an overdevelopment of the site:

1. Variance needed for building coverage.
2. Variance and inadequate design for the parking.
3. No usable open space or front yard areas for any compensation shade trees.
4. Storm water retention pit adjacent to a public sidewalk.

The best example that the planning staff can give for staff's conclusion that this project is not compatible and does not qualify for a conditional use approval is that this project is a two story building of 28,520 square feet and City Hall is a two story building of 28,197 square feet in size. If the City proposed to build City Hall on the corner of Michigan and Schultz, adjacent to a residential neighborhood, one can immediately grasp that the size and scale of the building is clearly not compatible with the location and context. But that same incompatible size and scale of City Hall is exactly what this application proposes.

Planning staff recommendation:

Staff recommendation is for DENIAL of the Conditional Use request based upon the failure to comply with the applicable Comprehensive Plan policy 1.3.6.4 with respect to compatibility and based upon failure to comply with the standards for Conditional Use approvals (Sec. 58-90) (j) (1) and (5), with respect to compliance with the Comprehensive Plan policy, variances necessary and compatibility.

Or alternatively:

Staff recommendation for APPROVAL of the Conditional Use request based upon the redesign of the site plan dividing the project into two separate buildings with a minimum of 15 feet separation between the buildings and use of an underground storm water exfiltration system. This redesign would achieve compatibility in design, scale and size with the Townhouses at Harper Place. It would eliminate the need for the building coverage variance, provide space to eliminate the parking variances and provide open space in street front yards for new shade tree plantings.

Sec. 58-90. Conditional uses.

(j) *Standards for Consideration of Conditional Use Requests.* The decision of the planning and zoning commission shall consider the following applicable standards as a basis for its recommendations to the city commission. Before any proposed conditional use may be approved or approved with conditions, by the city commission, they shall conclude that the following applicable standards are satisfied. All actions to approve conditional uses by the planning and zoning commission and the city commission shall presume as a matter of fact that the following applicable standards have been met by the applicant regardless of whether they are specifically enumerated in writing or in discussion as part of the motion for approval.

- (1) That the proposed plan is consistent with all applicable goals, objectives, policies and standards in the city comprehensive plan;

- (2) That the proposed plan meets or exceeds all other applicable minimum standards and requirements as set forth in this section and this article;
- (3) That the proposed site plan and proposed use, business type, operating hours, noise, parking and traffic impact will be compatible with existing and anticipated land use activities in the immediate neighborhood and that such application will be compatible with the character of the surrounding area;
- (4) That adequate facilities and services necessary to service the development associated with the proposed site plan will be available and in place at the time of impact of the development or phase thereof;
- (5) That the building size, floor area ratio, height and mass are compatible with the zoning code requirements and consistent with the scale and character of the immediate neighborhood.
- (6) That the proposed site is properly landscaped and irrigated in and around buildings, along sidewalks, and buffering neighboring land. The topographical and natural features of the site shall be given priority consideration, thus assuring the retention of the trees. The developer, furthermore, shall make provisions for the continued maintenance of landscaped areas, open spaces, and recreational areas. Other screening and buffering may also be required when necessary to protect the integrity of the surrounding area;
- (7) That traffic generated from the proposed uses shall not, on a daily or peak hour basis, degrade the level of service on adjacent roads or intersections or raise any traffic safety hazards. That driveway and curb cut access directs traffic onto more heavily traveled roadways and away from residential neighborhoods;
- (8) That the site plan provides onsite parking to meet the code required and expected demands of the proposed use;
- (9) That adequate provisions have been made for light, air, access, and privacy in the arrangement of buildings, one to another and to neighbors;
- (10) That the architectural design and aesthetic features of the building plans are compatible with the surrounding area;
- (11) That adequate light shall be provided in all parking areas and interior streets. This shall include the replacement of light poles with appropriate illumination appropriately spaced;
- (12) That the proposed use does not create through noise, intensity of activity, traffic, overflow, parking, storm water runoff etc. any conditions that degrade the value of adjacent properties, the peaceful use of adjacent properties, degrade the economy of adjacent businesses or negatively impacts the existing character or future use of the surrounding neighborhood or adjacent properties.

Parcel Report for 12-22-29-3484-00-022



300

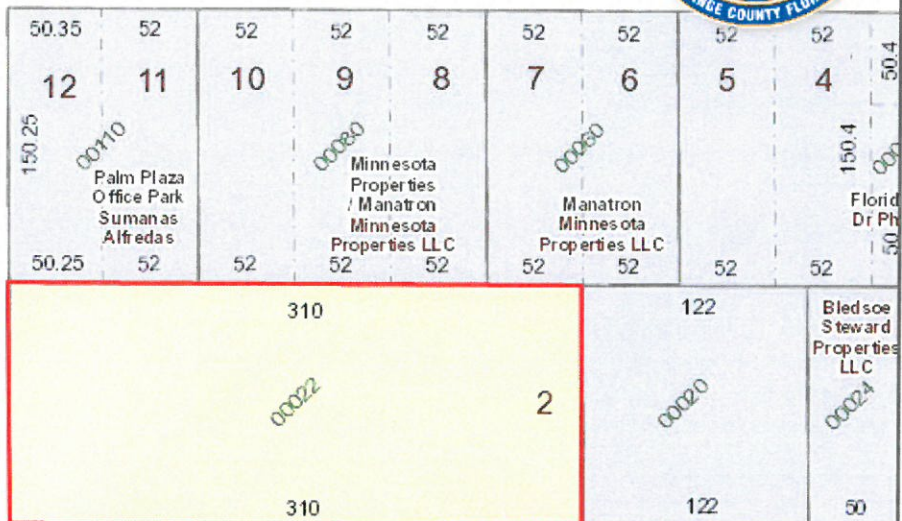
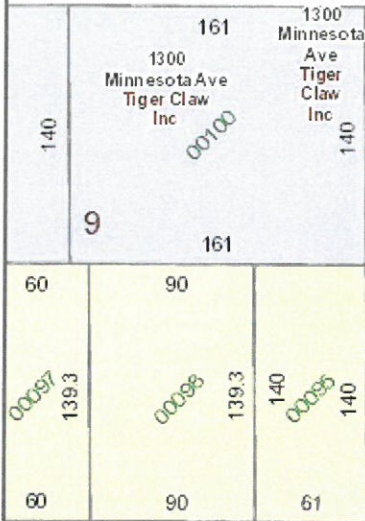
Courtesy Rick Singh, CFA, Orange County Property Appraiser

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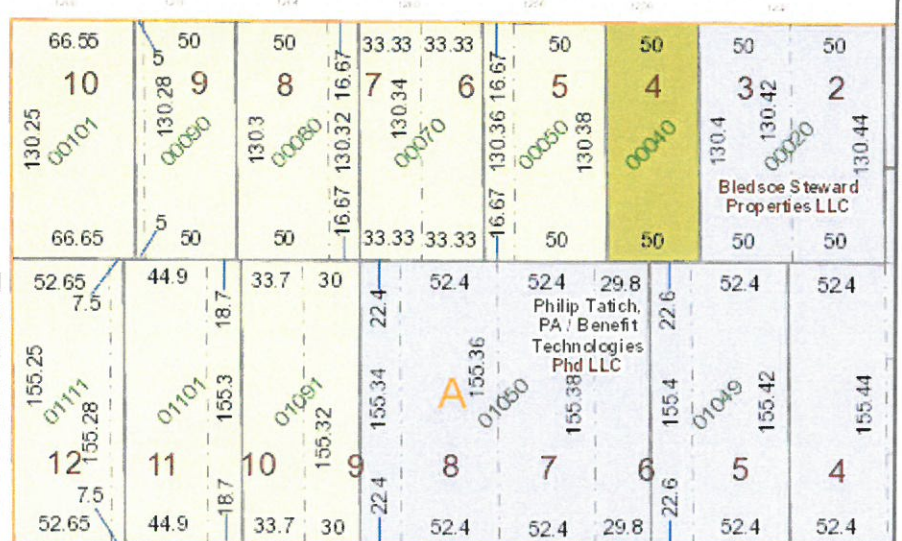
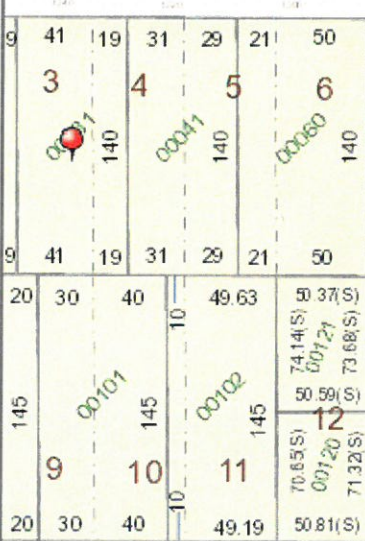


Daily Traffic
3300

Daily Traffic
3300

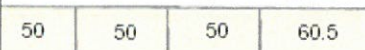


MICHIGAN AVE



SCHULTZ AVE

MILLER AVE



Created: 8/24/2016

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

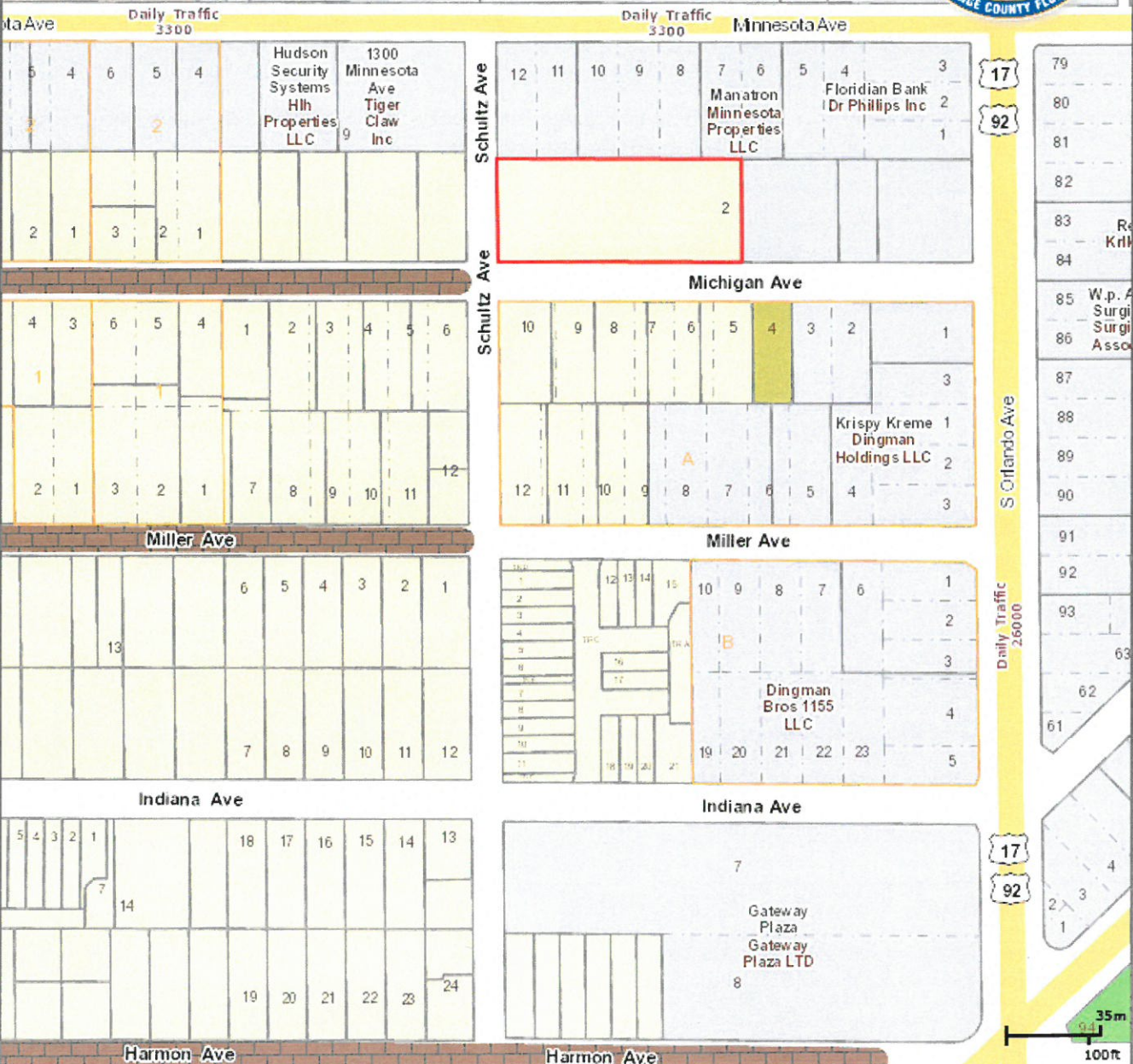
OCA Web Map

- | | | | | | |
|--------------|-------------------------|---------------------------------|-----------------------------------|------------------|-------------------|
| Major Roads | Proposed Road | Residential | Commercial/Industrial/Vacant Land | Parks | Lot Number |
| Public Roads | Brick Road | Agriculture | Agricultural Curtilage | Lakes and Rivers | Parcel Number |
| Interstate 4 | Gated Roads | Commercial/Institutional | Hydro | Building | Parcel Address |
| Toll Road | Road Under Construction | Governmental/Institutional/Misc | Waste Land | Block Number | Parcel Dimensions |

Parcel Report for 12-22-29-3484-00-022



Courtesy Rick Singh, CFA, Orange County Property Appraiser

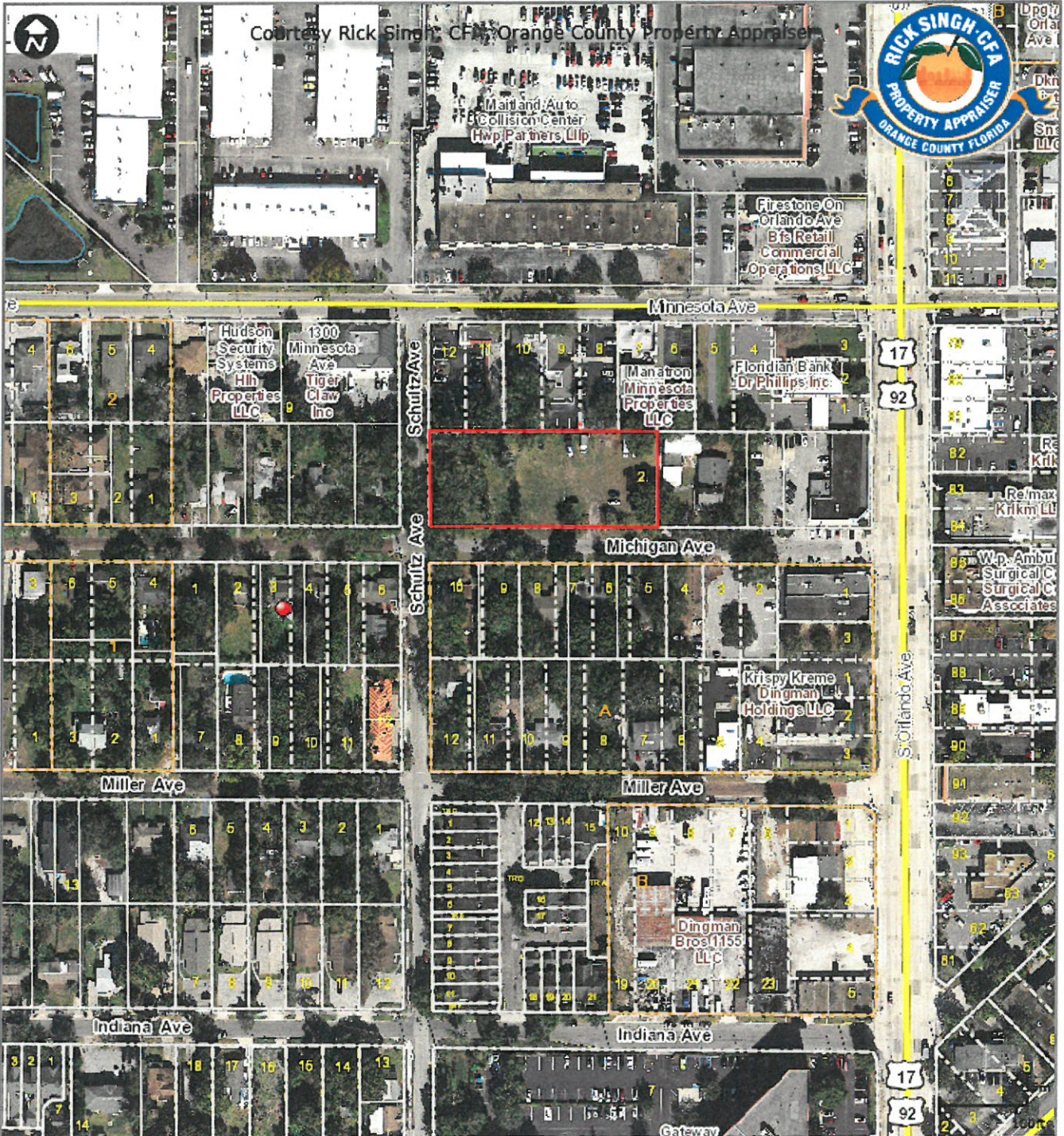


Created: 8/24/2016

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

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

Parcel Report for 12-22-29-3484-00-022



Created: 8/24/2016

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

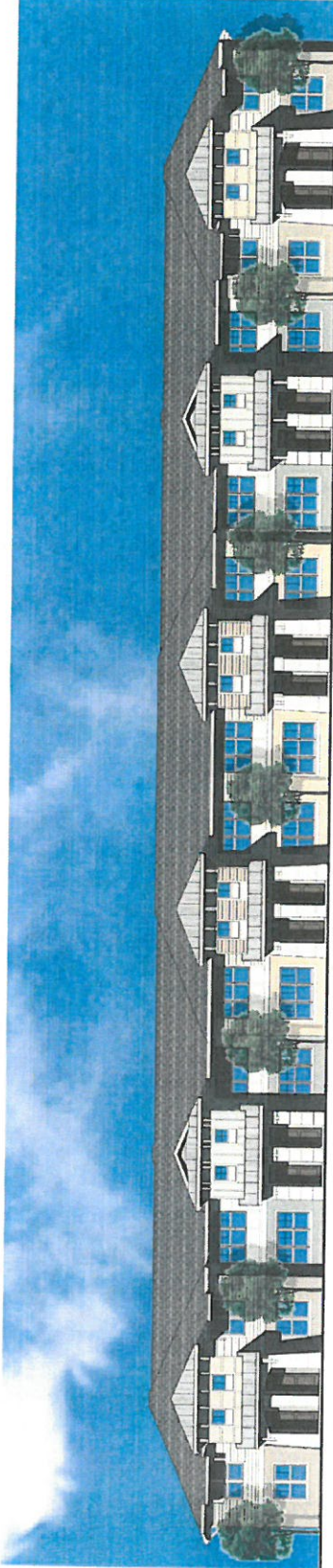
OCA Web Map			Legend		
	Major Roads		Proposed Road		Block Line
	Florida turnpike		Brick Road		Lot Line
	Interstate 4		Rail Road		Residential
	Toll Road		Road Under Construction		Agriculture
	Public Roads		Proposed SunRail		Commercial/Institutional
	Gatead Roads				Governmental/Institutional/Misc
			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



STREET VIEW
MICHIGAN AVENUE TOWNHOMES
15-048 8.1.16



PARK SHORE TOWNHOMES



FRONT ELEVATION

- SW5007 HALF CALF
- SW754R PORTICO
- SW612 BISCUIT
- SW4106 NEUMI BEIGE
- SW4195 ESCAPE GRAY
- SW7102 WHITE FLOUR
- SW4185 CONSERVATIVE GRAY
- SW776 CROISSANT
- SW757B BEACH HOUSE



CONCEPTUAL COLOR STUDY
MICHIGAN AVENUE TOWNHOMES
 15-048 4.30.16

NO. 15-048

SLOCUM PLATTS ARCHITECTS, P.A.

370 NORTH BRIMWOOD AVENUE, SUITE 100, HIGHTSTOWN, NJ 07921
 HANNAH J. SLOCUM AS 1350 WILLIAM P. PATTS AS 1324
 TEL: (609) 426-2018 FAX: (609) 426-2771
 WWW.SLOCUMPLATTS.COM

WINTER PARK
 FLORIDA

COLORED EXTERIOR ELEVATIONS
 PARK SHORE
 TOWNHOMES

DATE	15-048
BY	AS
DATE	15-048
BY	AS
DATE	15-048
BY	AS

A6.2

SHEET NO. C-5
PROJECT NAME

PARK SHORE
MICHIGAN AVE, WINTER PARK, FL
GRADING AND DRAINAGE PLAN

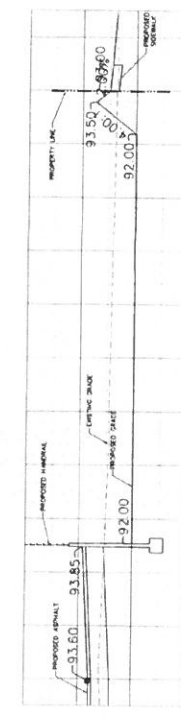
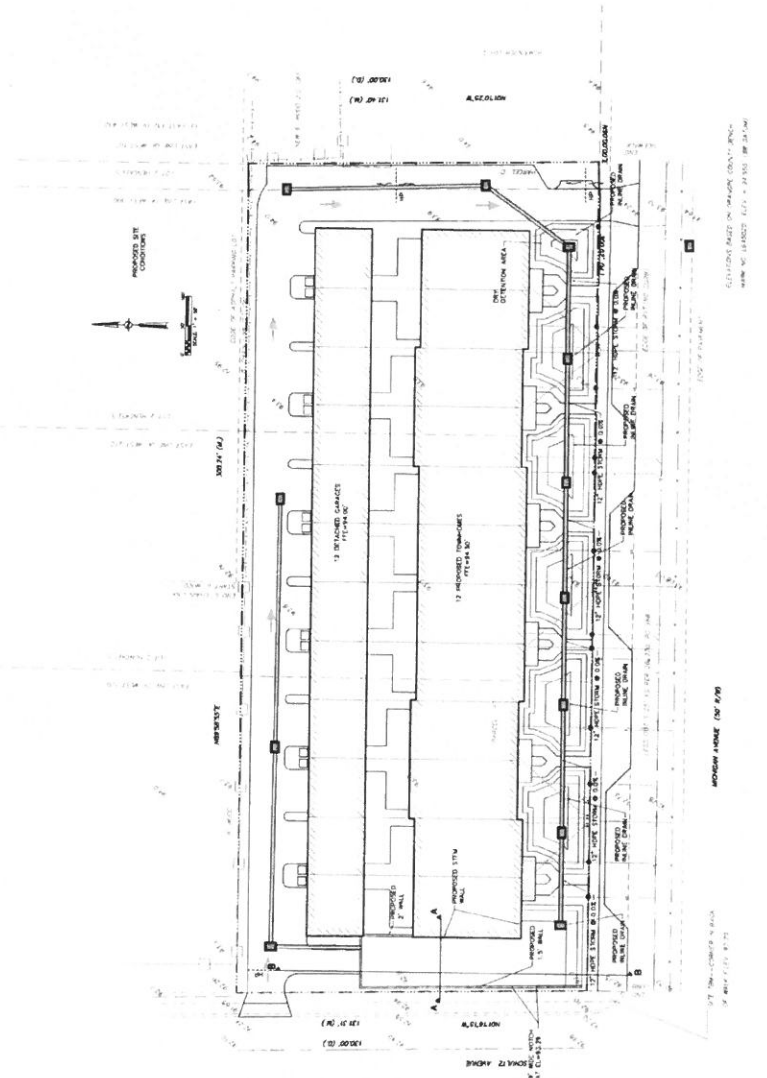


OSPREY CUSTOM HOMES, INC.
3100 W. WINDYBUSH BLVD.
WINTER PARK, FL 32789
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3100 W. WINDYBUSH BLVD.
WINTER PARK, FL 32789

DATE	03/15/2016
DESIGNED BY	CEP
PROJECT NO.	064-005
SCALE	1" = 20'



- GRADING LEGEND**
- ELEVATION
 - TYPICAL
 - CLEAROUT
 - INVERT ELEVATION
 - HANDICAP
 - EXISTING ELEVATION
 - PROPOSED SPOT ELEVATION
 - DRAINAGE INLET
 - WETTED AND SECTION
 - SURFACE STORMWATER FLOW
 - ELLIPTICAL REINFORCED CONCRETE PIPE
 - REINFORCED CONCRETE PIPE
 - POLY VINYL CHLORIDE PIPE
 - PUSH FLOOR ELEVATION
 - DOORWALK

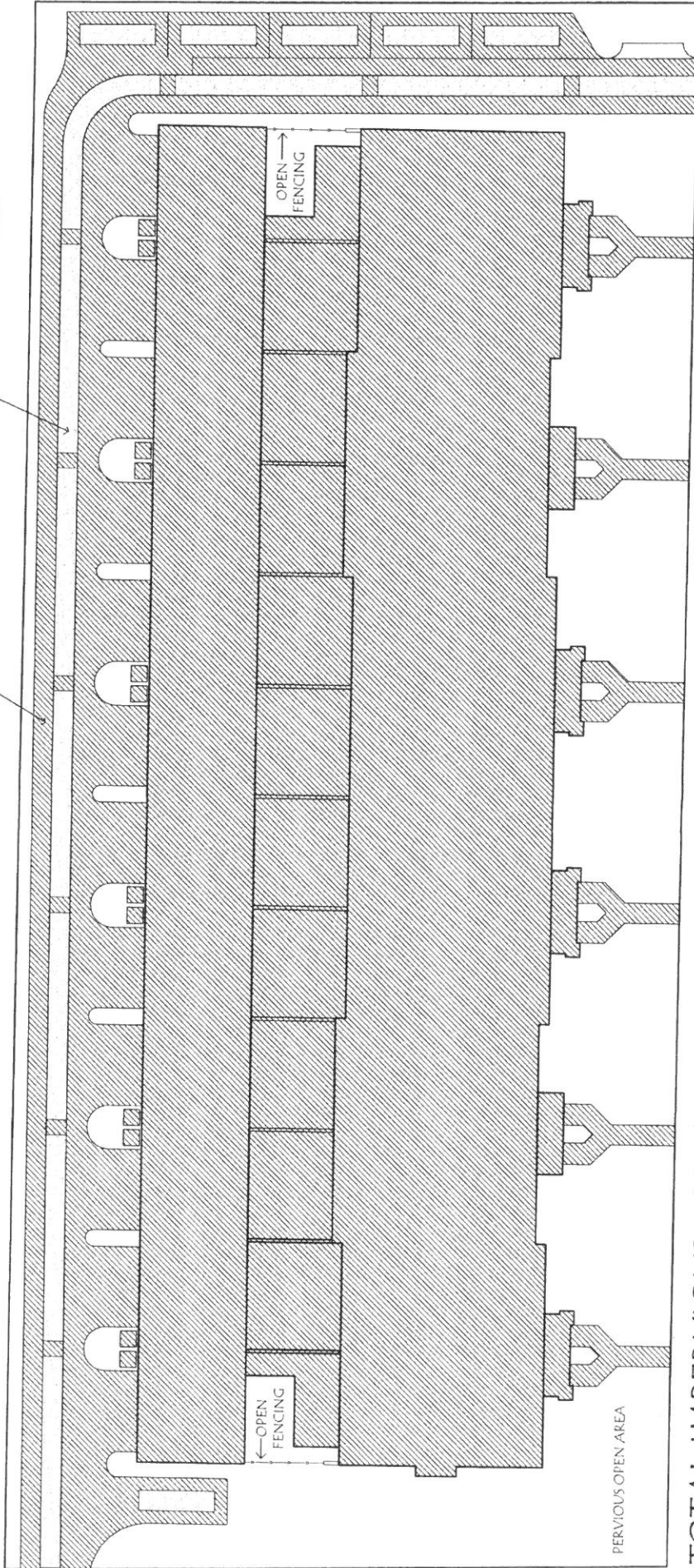


CROSS SECTION A-A
HORZ. 1"=10'
VERT. 1"=2'



CROSS SECTION B-B
HORZ. 1"=10'
VERT. 1"=2'

TOTAL IMPERVIOUS ALLOWED 70% = 28,510 SF



TOTAL IMPERVIOUS = 28,369 SF

GENERAL NOTES

- 3-21** **DESCRIPTION:** Contractor shall be responsible for all materials and all work to be installed for the Landscape Contractor's use. In all cases, the Contractor shall be responsible for all materials and work to be installed for the Landscape Contractor's use. In all cases, the Contractor shall be responsible for all materials and work to be installed for the Landscape Contractor's use.
- 3-22** The Landscape Contractor shall be responsible for all materials and all work to be installed for the Landscape Contractor's use. In all cases, the Contractor shall be responsible for all materials and work to be installed for the Landscape Contractor's use.
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PLANTING NOTES

- 3-29** The Landscape Contractor shall be responsible for all materials and all work to be installed for the Landscape Contractor's use. In all cases, the Contractor shall be responsible for all materials and work to be installed for the Landscape Contractor's use.
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PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	REMARKS
	01	100	Southern Live Oak	Quercus virginiana	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	02	100	Bald Cypress	Taxodium distichum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	03	100	Palmetto	Palmetto	N/A	5' x 1" Tree Crown Spreader, Full Spreader Crown
	04	100	Florida Baym	Washingtonia robusta	12 CT	Single Crown Spreader Full Spreader Crown
	05	100	Japanese Pine	Laguncularia leucostachya	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	06	100	Japanese Pine	Laguncularia leucostachya	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	07	100	Japanese Pine	Laguncularia leucostachya	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	08	100	Japanese Pine	Laguncularia leucostachya	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	09	100	Japanese Pine	Laguncularia leucostachya	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	10	100	Japanese Pine	Laguncularia leucostachya	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	REMARKS
	11	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	12	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	13	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	14	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	15	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	16	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	17	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	18	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	19	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader
	20	100	Privet Hedge	Ligustrum japonicum	100 G	18" x 18" x 4.5' w/ 1.5' Full Spreader



DATE: 11/11/2014

Park Shore Townhomes
Michigan & Schultz Avenue
Winter Park, FL

PLANNING SCHEDULE & NOTES

DATE: 11/11/2014
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"



5 PALM PLANTING AND STAKING
Scale: 3/4" = 1'-0"

- Hurricane cutting of fronds to be approved
- Prune fronds on nondominant per side
- No score or damage to trunk, fronds, or rootball
- 4 layers of burlap, with 2"x4"x6" wooden batten (min. of 3) holding (min. 2 batten) or approved eod (2x4, 4" tree brace (3 min.))
- 3" layer of mulch, per specs
- Tree ring. Berm to hold water no closer than 4" to the tree trunk
- 2"x4"x6" wooden brace
- base min. of 3
- Existing soil
- Planting soil mix, per specs
- Provide positive penetration - no horizon



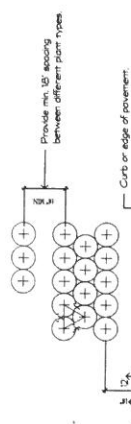
4 TREE PLANTING AND STAKING
Scale: NTS

- Anchor: Note: check specs for adjustment. Secure and adjust after tree has been set. Minimum of three points required
- Strong, straight central leader
- All guy straps must be lagged with no closer than 4" to the tree trunk
- 2x3" layer of mulch, per specs
- 2"x4"x6" wooden stakes for guy strap - flush to grade
- Existing grade - verify height of top of rootball prior to planting
- Existing soil
- Planting soil mix, per specs
- Provide positive penetration - no horizon



3 MULTI-TRUNK TREE DETAIL
Scale: 1/2" = 1'-0"

- Remove dead and damaged branches and foliage per specifications. No pruning shall be done prior to planting and all work is subject to approval by Landscape Architect
- 3" layer of mulch, per specs
- Soil berm to hold water
- Finished grade (see grading plan)
- Planting soil mix, per specs
- Provide positive penetration - no horizon
- Existing soil



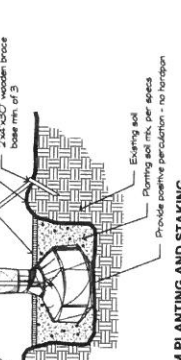
2 SHRUB AND GROUNDCOVER
Scale: NTS

- Wood Batten: Number of batten required based on size and number of trunks, submit memo to owner for approval prior to installation
- Wood Stake, Typ.
- Palm Trunk
- Prune and tie fronds with hemp twine prior to installation, unless otherwise noted or directed
- Five foam balled batten (these may be required to keep straps off palm trunk, w/ larger dia.)
- 2" Depth mulch on root ball
- 4" Water: Egg - (Lumen root ball dia), R 3 times immediately after planting
- Flush w/ finished grade, Typ
- Finish Grade - 1" below top of rootball
- Backfill: top soil typical of area (backfill shall be approved by owner) and comp. as required.



1 TYPICAL PLANT SPACING
Scale: 3/4" = 1'-0"

- Remove dead and damaged branches and foliage per specifications. No pruning shall be done prior to planting and all work is subject to approval by Landscape Architect
- 3" layer of mulch, per specs
- Soil berm to hold water
- Finished grade (see grading plan)
- Planting soil mix, per specs
- Provide positive penetration - no horizon
- Existing soil



6 MULTI-TRUNK PALM PLANTING DETAIL
Scale: NTS

- Provide min. 12" spacing between different plant types
- Curb or edge of pavement
- NOTE: Use seed and groundcover masses to use irregular spacing except where noted call to plant for individual plant spacing.