

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

**Staff Report
November 1, 2016**

REQUEST OF THE WESTMINISTER WINTER PARK TOWERS FOR:
CONDITIONAL USE APPROVAL TO BUILD A NEW LIFELONG LEARNING CENTER
BUILDING ADDITION OF 16,650 SQUARE FEET AT 1111 SOUTH LAKEMONT
AVENUE, ZONED R-4, AND PROVIDING FOR AMENDMENT OF THE EXISTING
DEVELOPMENT AGREEMENT.

The Westminister Winter Park Towers is requesting the following:

1. Conditional Use Approval to build a new Lifelong Learning Center building addition of 16,650 square feet at 1111 S. Lakemont Avenue; and
2. To Amend their Development Agreement to provide for this expansion and also to permit the acquisition of other residential homes by the WP Towers within the Waterbridge subdivision.

Project Description: The project proposal is to build a Lifelong Learning Center amenity for the residents of the Winter Park Towers. The proposed building addition is located between the main WP Towers building and the Parking Garage. The centerpiece of the project is an auditorium/stage to accommodate approximately 400 persons. The facility could host speakers, music productions, theatre performances and such for the entertainment and enlightenment of the residents of the Winter Park Towers. The floor plans also show a lobby and breakout area for social gatherings and an outdoor patio on the main level. On the lower level is mechanical and other back-of-house space.

This portion of the WP Towers property is zoned R-4. The addition of this building area brings the total square footage of the R-4 portion of the WP Towers to a floor area ratio of 103%. R-4 maximum FAR is 200%. That total floor area of 103 % includes the "garden apartment building" that is part of the WP Towers master plan to be built at a future time.

The setback from the ordinary high water elevation of Lake Berry is 175 feet to the closest point of this building addition which exceeds the setback required for the height of this building. The existing swimming pool is also in between this building and the lake. Elevations are included to show the image of this building addition both from the lake view as well as the front view. The facility will not generate the need for added parking. However, to the extent that family members come to join their parents for a performance, there is ample visitor parking in the parking garage. There are no exceptions or variances requested for this project.

Development Agreement Amendment: The request also includes a Development Agreement amendment to update the Exhibit and WP Towers master plan to show this new facility.

The other part of the Development Agreement Amendment concerns purchases by the WP Towers of homes within the Waterbridge neighborhood. At present, the Development Agreement limits the ownership of houses in Waterbridge to those homes located on Serena Drive, Sara Court and Melissa Court. The amendment seeks to open up to all of Waterbridge. The City has not been concerned with these purchases in the past because all of these homes have remained on the property tax rolls. Unlike within the campus of WP Towers where the Towers is responsible for the expenses for maintenance of roads, drainage, trees, etc. those expenses within Waterbridge incur to the City. Thus, staff is in agreement with this provision if there is assurance that the properties will remain on the tax rolls or there is a fee-in-lieu arrangement to cover the city millage component of the property taxes.

Staff Recommendation is as follows:

- 1. APPROVAL of the Preliminary and Final Conditional Use for the Lifelong Learning Center facility; and**
- 2. APPROVAL of the Development Agreement Amendment with the condition that the WP Towers maintain such properties in Waterbridge on the tax rolls or enter into an agreement for a fee-in-lieu for the city millage to cover city expenses for services to these homes.**

Existing WP Towers Development Agreement Excerpt

<u>Phase Description</u>	<u>Maximum No. of Units</u>	<u>Phasing Dates</u>
Parking Garage, residential liner units	383 space parking garage 54 apartments	One year maximum from preliminary to final conditional use approval and maximum of 5 years to the start of construction.
Garden Apartments	20 apartments	Maximum 10 years to include both the final conditional use approval and the start of construction.

Section requested for change
↓

4. Expansion. OWNER agrees, for 20 years from the Effective Date of this Agreement, to limit its purchase of homes in the Waterbridge subdivision to those homes located on Serena Drive, Sara Court and Melissa Court all in Winter Park, Florida. Further, OWNER will not seek approval for any additional buildings, nor will OWNER seek to increase the density on the Property beyond what is reflected on the Master Plan.

5. Stormwater. Any development occurring onsite shall meet all city, state and Water Management District requirements for stormwater retention. The stormwater system shall be owned and maintained by OWNER. There shall be no stormwater retention, except for a shallow stormwater swale, in the areas between the lake and the lakefront residential building adjacent to the Lake Berry, and between the buildings and the "creek" or "drainage ditch" that runs from Lakemont to Lake Berry. The OWNER shall submit and adhere to a stormwater maintenance plan that includes both the exfiltration system and the swale along the lakeside.

6. Senior Housing. OWNER agrees to limit the Proposed Units and any subsequent units developed pursuant to the Master Plan for use as a Community for Older Persons deed restricted to residents fifty-five (55) years and older, pursuant to applicable state and federal laws, for a period of thirty (30) years from the Effective Date of this Agreement.

7. Traffic Light Requested by OWNER. Should OWNER request a traffic light at Winter Park Towers entrance at Lakemont Avenue, this paragraph shall be applicable. The CITY, at its discretion, may then choose to install the traffic light, and shall send notice to OWNER as set forth below. If the light is installed OWNER agrees to fund two-thirds of the actual total cost for the traffic light and other costs associated with the design and construction of the traffic light.

8. Waterbridge Wall. All requirements in this Section shall be completed within one (1) year from the date of this Agreement. OWNER will increase the height of the existing wall on its western boundary with Waterbridge from its existing height to ten (10) feet, and construct a six (6) foot wall or fence to fifty (50) feet from Lake Berry, adjacent to the lakefront home in Waterbridge. OWNER will also build a permanent, ten (10) foot high opaque wall (or

October 5, 2016

Jeff Briggs, Manager
Planning & Zoning Department
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789-4386

Subject: Final Conditional Use
Westminster Winter Park Towers Expansion
Lifelong Learning Center Addition
Winter Park, Florida
FEG Project No. 16-075

Dear Jeff,

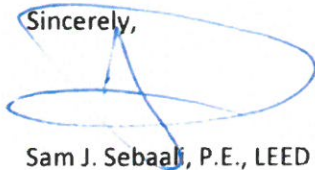
Please find attached an application for Final Conditional Use for the addition of a Lifelong Learning Center to the previous Final Conditional Use approval for the project, dated December 13, 2010. The prior approval authorized construction of 84,828 S.F. condominium buildings, 101,179 S.F. parking garage structure, and 28,314 S.F. future garden apartments in addition to the existing 280,583 S.F. main tower, for a total of 494,904 S.F. building area.

The proposed Lifelong Learning Center expansion will add an approximately 16,650 S.F. building to the previous approval for a new total of 511,554 S.F. of building area. This new total proposed building area is less than the 907,616 S.F. allowable floor area.

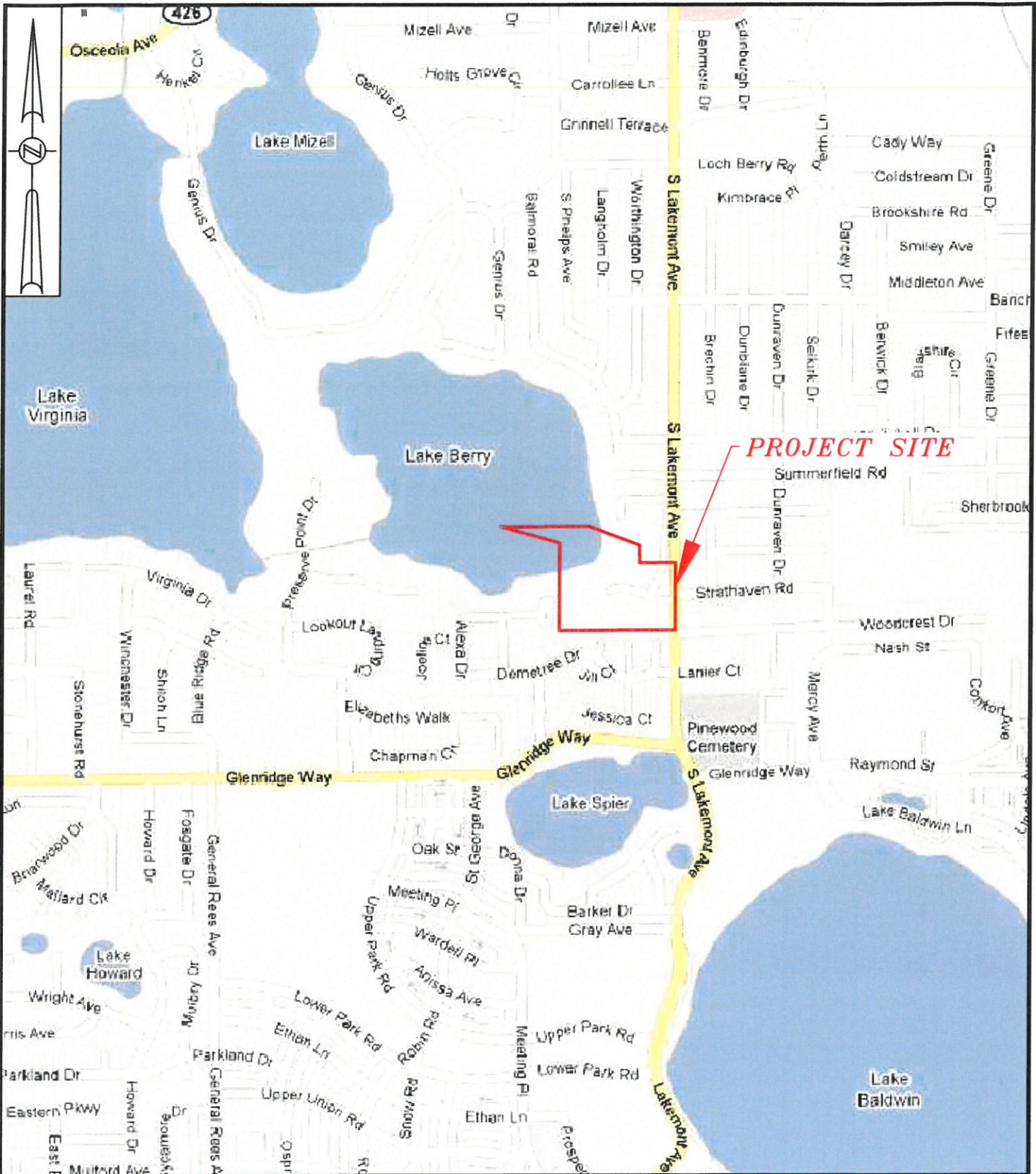
The new proposed Lifelong Learning Center building meets all the required building height and setbacks as shown on the Site Plan included with this request. Specifically, the proposed building height will be less than 42 Ft., which is less than the maximum allowable height of 55 Ft. The proposed building lake setback is approximately 165 Ft. and is significantly greater than the 110 Ft. required lake setback as measured from Elevation 70.0 Ft. All other proposed setbacks are also significantly greater than the minimum setbacks required by the code and are illustrated on the Site Plan. The Lifelong Learning Center will be used by the existing residents and their regular visitors; thus, the previously approved parking requirements for the project would not be affected.

Please let me know if I can provide any additional clarification or if you have further questions. You can reach me at 407-895-0324 or by e-mail to SSebaali@feg-inc.us.

Sincerely,



Sam J. Sebaali, P.E., LEED AP
President



PROJECT SITE

PROJECT NAME: WESTMINSTER WINTER PARK TOWERS EXPANSION LIFELONG LEARNING CENTER ADDITION	
CLIENT: PRESBYTERIAN RETIREMENT COMMUNITIES, INC.	
S, T, R: S 08, T 22, R 30	F.E.G. PROJECT NO.: 16-075
DATE: OCTOBER 5, 2016	SCALE: 1" = 1000'

SITE LOCATION MAP



FLORIDA ENGINEERING GROUP

Engineering the Future

5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
www.feg-inc.us

Prepared by:
Catherine D. Reischmann
Asst. City Attorney
P.O. Box 2873
Orlando, FL 32802-2873

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

WINTER PARK TOWERS DEVELOPMENT AGREEMENT

THIS WINTER PARK TOWERS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 27th day of December, 2010, by **Presbyterian Retirement Communities, Inc.**, a Florida non-profit corporation, d/b/a Winter Park Towers (hereinafter referred to as "OWNER"), having an address of 80 West Lucerne Circle, Orlando, Florida 32801 and the **City of Winter Park**, a Florida municipal corporation (hereinafter referred to as "CITY"), having an address at 401 Park Avenue South, Winter Park, Florida 32789.

WHEREAS, OWNER is the owner of certain real property located at 1111 South Lakemont Avenue, Winter Park, Florida 32792 and further described on Exhibit "A" which is incorporated herein and made a part thereof (the "Property");

WHEREAS, in accordance with the Winter Park Land Development Code, OWNER has received approval of a Conditional Use Permit ("CUP") which permits the development of a four (4) level 383 space parking garage, 54 residential liner units and 20 garden apartments ("Proposed Units") (together, the "Project"); and

WHEREAS, the parties desire to enter into this Agreement to more specifically set forth the conditions and restrictions with respect to the Project and the CUP.

NOW THEREFORE, in consideration of Ten Dollars and no/100 (\$10.00), each in hand paid to the other and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated herein.
2. Conditional Use Permit. The City grants CUP approval of the development plan attached hereto as Exhibit "B" ("Master Plan"). The CUP includes the approval of a four (4) level, 383 space parking garage, 54 residential liner units and 20 garden apartments.
3. Project Phasing. Pursuant to the requirements of Section 58-90 to establish dates for phased projects that may be different than those specified in that section, the Project will be phased as indicated below. Each phase must be able to exist on its own with respect to necessary services and infrastructure. No phase may proceed without demonstrating its ability to function on its own.

<u>Phase Description</u>	<u>Maximum No. of Units</u>	<u>Phasing Dates</u>
Parking Garage, residential liner units	383 space parking garage 54 apartments	One year maximum from preliminary to final conditional use approval and maximum of 5 years to the start of construction.
Garden Apartments	20 apartments	Maximum 10 years to include both the final conditional use approval and the start of construction.

4. Expansion. OWNER agrees, for 20 years from the Effective Date of this Agreement, to limit its purchase of homes in the Waterbridge subdivision to those homes located on Serena Drive, Sara Court and Melissa Court all in Winter Park, Florida. Further, OWNER will not seek approval for any additional buildings, nor will OWNER seek to increase the density on the Property beyond what is reflected on the Master Plan.

5. Stormwater. Any development occurring onsite shall meet all city, state and Water Management District requirements for stormwater retention. The stormwater system shall be owned and maintained by OWNER. There shall be no stormwater retention, except for a shallow stormwater swale, in the areas between the lake and the lakefront residential building adjacent to the Lake Berry, and between the buildings and the "creek" or "drainage ditch" that runs from Lakemont to Lake Berry. The OWNER shall submit and adhere to a stormwater maintenance plan that includes both the exfiltration system and the swale along the lakeside.

6. Senior Housing. OWNER agrees to limit the Proposed Units and any subsequent units developed pursuant to the Master Plan for use as a Community for Older Persons deed restricted to residents fifty-five (55) years and older, pursuant to applicable state and federal laws, for a period of thirty (30) years from the Effective Date of this Agreement.

7. Traffic Light Requested by OWNER. Should OWNER request a traffic light at Winter Park Towers entrance at Lakemont Avenue, this paragraph shall be applicable. The CITY, at its discretion, may then choose to install the traffic light, and shall send notice to OWNER as set forth below. If the light is installed OWNER agrees to fund two-thirds of the actual total cost for the traffic light and other costs associated with the design and construction of the traffic light.

8. Waterbridge Wall. All requirements in this Section shall be completed within one (1) year from the date of this Agreement. OWNER will increase the height of the existing wall on its western boundary with Waterbridge from its existing height to ten (10) feet, and construct a six (6) foot wall or fence to fifty (50) feet from Lake Berry, adjacent to the lakefront home in Waterbridge. OWNER will also build a permanent, ten (10) foot high opaque wall (or fence where conflicts exist to save existing trees) on its southern border adjacent to the Waterbridge

tennis courts and open space land. Any Land Development Code variances or waivers for height shall be deemed granted by the CITY upon the approval of this Agreement.

9. Tree Removal. Prior to Final Conditional Use Permit approval, OWNER shall submit a tree survey which shall identify all protected trees. Such survey shall identify those trees to be removed, replaced and/or relocated. Such survey shall also provide a summary of compensation in compliance with the Land Development Code and as approved by the City. Tree replacement is limited to those designated on the tree survey as presented. Compensation is to be determined by the City Code. OWNER shall have continuous responsibility to maintain all landscaping in the approved landscape plan, per Code.

10. Parking Garage. The parking garage shown in Exhibit "B" including its roof top light fixtures and stair towers shall not be visible from Lake Berry, when viewed from Lake Berry directly with the lakefront residential building as the screen. Additionally, OWNER shall utilize "dark sky" lighting in designing the light fixtures.

11. Subsequently Enacted State or Federal Law. If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant state or federal laws.

12. Successors and Assigns. This Agreement and the terms and conditions thereof shall be binding upon and inure to the benefit of the CITY and OWNER and their respective successors in interest. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with the title to the same.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

14. Modification Must Be in Writing. No modification or termination of this Agreement shall be valid unless it is approved by the City Commission and thereafter executed in writing and signed by the City Commissioners and Owner.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Captions and Section Heading. Captions and Section Headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement nor the intent of any provision thereof.

17. Attorney's Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party thereunder shall be entitled to its reasonable attorneys' fees and costs including at trial or at all appellate levels.

18. Waiver of Strict Construction Against Drafting Party. Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other legal agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

19. Interpretation. In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced or disturbed thereby. The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein", "hereof", "hereunder" and any other words of similar import refer to this Agreement as a whole and not to any particular article, section or sub section of this Agreement unless specifically noted otherwise in this Agreement.

20. Governing Law. This Agreement shall be deemed to be governed by, construed and enforced in accordance with the internal laws of the State of Florida. Venue shall be Orange County, Florida.

21. Third Parties. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.

22. Notice. Any written notice, demand or request that is required to be made under this Agreement shall be served in person, or by registered or certified mail, return receipt requested, or by express mail or similar reputable overnight courier service, addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph. In the event that written notice, demand or request is made as provided in this paragraph, then in the event that such notice is returned to the sender by the United States Postal Service or other similar reputable overnight courier service because of insufficient address or because the party has moved or otherwise, other than for insufficient postage, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such writing was initially placed in the United States Postal Service or reputable overnight courier service by the sender.

Copies of notices shall be sent to:

as to CITY:

City of Winter Park
Attention: City Manager
401 Park Avenue South
Winter Park, FL 32789

as to OWNER: Winter Park Towers
c/o Westminster Services, Inc.
Attention: Executive Director
80 West Lucerne Circle
Orlando, FL 32801

With a copy to: Rebecca Furman, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

23. Representations of the Parties. The CITY and OWNER hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the CITY and OWNER and recorded in the Public Records of Orange County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement. OWNER represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

24. Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

25. 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 OWNER or the CITY of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the CITY's police powers, the CITY reserves the right to withhold, suspend, or terminate any and all certificates of occupancy or permits for the Property if OWNER is in breach of any material term and condition of this Agreement.

26. Termination. The CITY shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if OWNER fails to receive building permits and substantially commence construction of the Project (except the 20 garden apartments) within five (5) years of the effective date of this Agreement. The OWNER shall have ten (10) years to obtain the building permit and commence construction on the 20 garden apartments. If the CITY terminates this Agreement, the CITY shall record a notice of termination in the public records of Orange County, Florida.

27. Compliance with Other Laws, Ordinances and Regulations. This Agreement shall not operate as a limitation upon the CITY to require the OWNER to comply with all applicable laws, ordinances, resolutions and regulations of either the United States, the State of Florida, Orange County or City of Winter Park, regulating the development of the OWNER's Property in

accordance with this Agreement to the extent that same are not specifically addressed or referenced herein, nor shall the failure of this Agreement to address any particular requirement to act to relieve the OWNER from complying with any development requirement, condition, term or restriction, including but not limited to, all impact fee requirements. OWNER agrees to pay all fees when required by Code, including water/sewer connection fees, and park and recreation impact fees.

28. 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 joins in this Agreement. 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 execution of the Agreement.

29. Effective Date. This Agreement shall be effective as of the date of its execution by the last of the parties as evidenced by the date following the execution portion of this Agreement.

30. Not A Statutory Development Agreement. Pursuant to Section 58-90, of the City's Land Development Code, and based on the City's home rule power, this Agreement is not a statutory development agreement, and is therefore not subject to Section 58-7 or Fla. Stat. §163.3220, et seq.

31. Period of Effectiveness. This Agreement shall remain in effect for 20 years. The effectiveness of this Agreement may be extended upon City Commission approval consistent with this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as follows:

WITNESSES:

PRESBYTERIAN RETIREMENT COMMUNITIES, INC., a Florida non-profit corporation d/b/a WINTER PARK TOWERS

Geneen Kohler

(print) Geneen Kohler

Sven Ratten

(print) SWEN RATTEN

By: AK

Print name: Henry T. Keith

Title: Senior VP

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27th day of December, 2010, by Henry Keith the Senior Vice Pres. of PRESBYTERIAN RETIREMENT COMMUNITIES, INC., a Florida non-profit corporation, d/b/a WINTER PARK TOWERS (check one) who is personally known to me or who produced _____ as identification.



CLAIRE E. GRIFFIS
Notary Public, State of Florida
My Comm. Expires Aug. 1, 2013
Commission No. DD 894992

Claire E. Griffis
Notary Public - State of Florida

Print Name: Claire E. Griffis
My Commission expires: 8/1/2013

WITNESSES:

Juanita Grant
JUANITA GRANT
(print)

Michelle Bernstein
Michelle Bernstein
(print)

CITY OF WINTER PARK, a Florida
municipal corporation

By: Kenneth W. Bradley

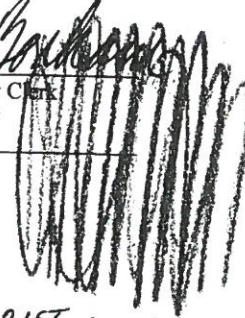
Print name: Kenneth W. Bradley

Title: Mayor

ATTEST:

By: Cynthia Bonham
Cynthia Bonham, City Clerk

Date: 1-21-11



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged, before me this 21ST day of JANUARY, 2010, by KENNETH W. BRADLEY the MAYOR of the CITY OF WINTER PARK, a Florida municipal corporation, (check one) who is personally known to me or who produced _____ as identification.

Juanita Grant
Notary Public - State of Florida
Print Name: JUANITA GRANT
My Commission expires:



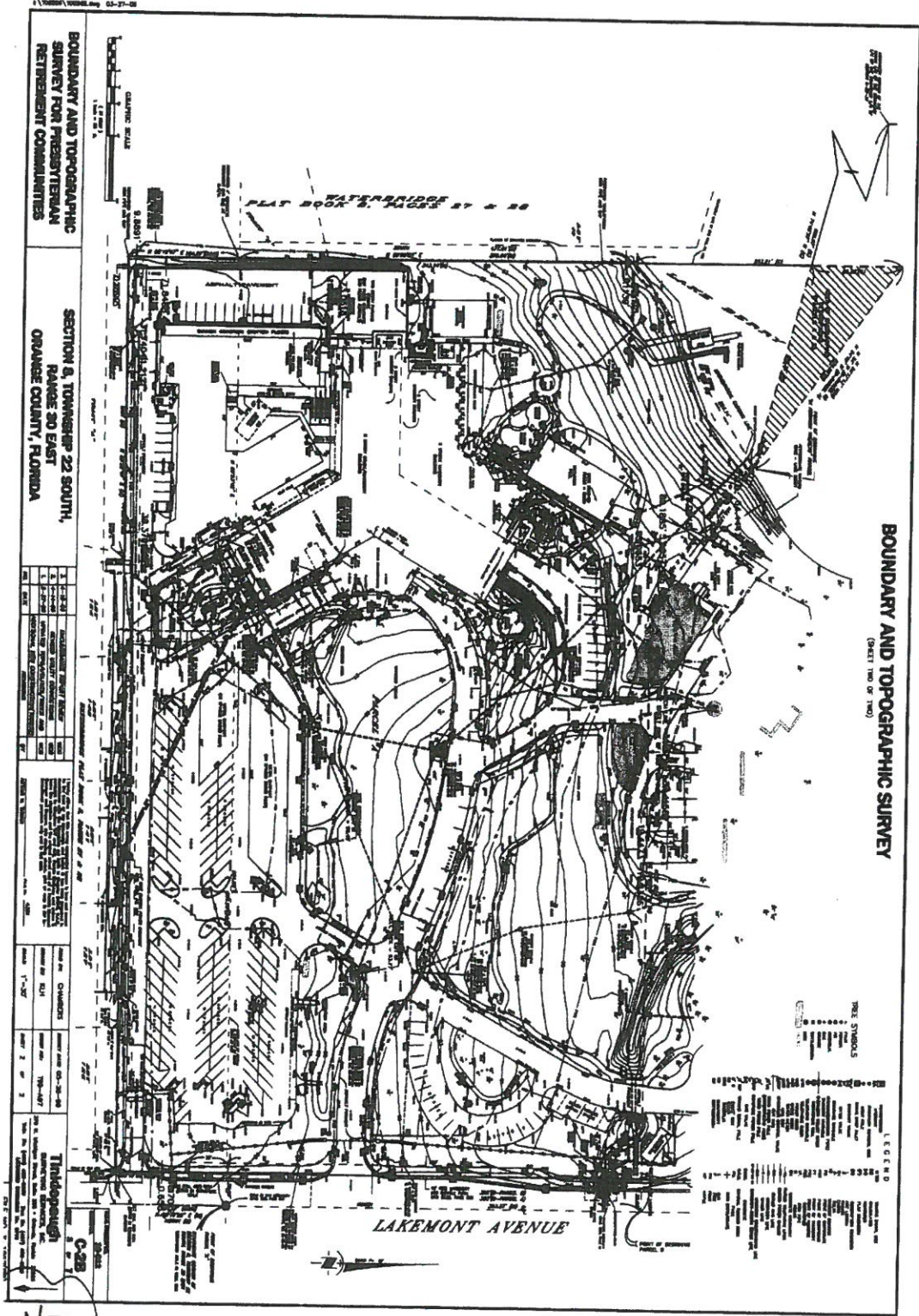
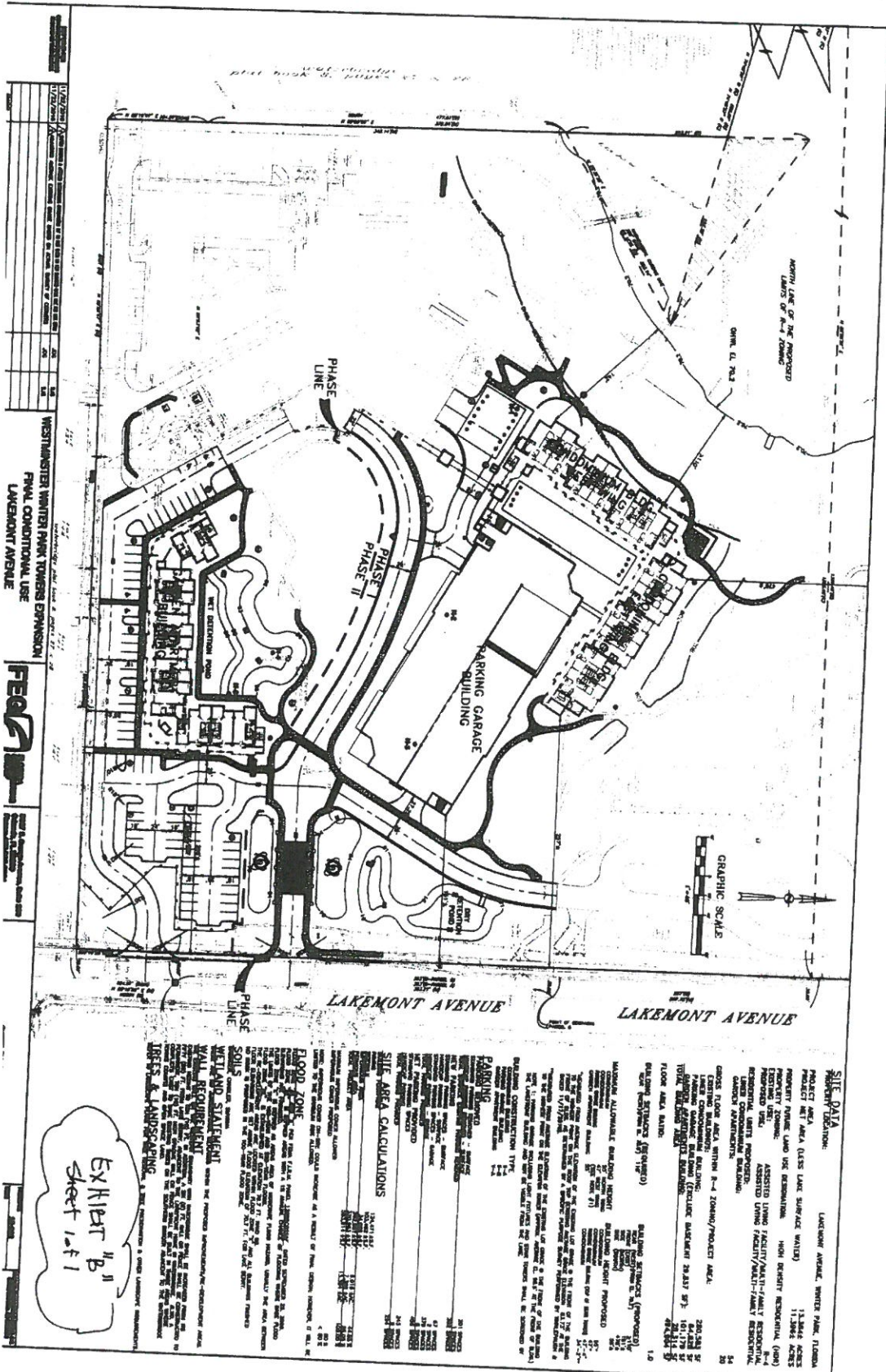


EXHIBIT "A"
Sheet 2 of 2



NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	EXISTING IMPROVEMENTS	1,234,567	12.34
2	NEW IMPROVEMENTS	8,765,432	87.66
3	TOTAL	9,999,999	100.00

WESTWINGER WINTER PARK TOWERS EXPANSION
 FINAL CONDITIONAL USE
 LAKEMONT AVENUE



PROJECT LOCATION: LAKEMONT AVENUE, WINTER PARK, FLORIDA
 PROJECT NO.: 11-2004-0001
 PROPERTY OWNER: LAND SURFACE GROUP
 PROPERTY ZONING: HIGH DENSITY RESIDENTIAL (HRD)
 PROJECT USE: ASSOCIATED LIVING FACILITY/MULTI-FAMILY RESIDENTIAL (HRD)
 PREPARED BY: ASSOCIATED LIVING FACILITY/MULTI-FAMILY RESIDENTIAL
 CHECKED BY: ASSOCIATED LIVING FACILITY/MULTI-FAMILY RESIDENTIAL
 DATE: 11/11/11

GRAPHIC SCALE
 1" = 100'

PHASE I LINE
PHASE II LINE
PHASE LINE

PARKING GARAGE BUILDING

WET DISTRIBUTION POND

LAKEMONT AVENUE

LAKEMONT AVENUE

SITE DATA

PROJECT LOCATION:	LAKEMONT AVENUE, WINTER PARK, FLORIDA
PROJECT NO.:	11-2004-0001
PROPERTY OWNER:	LAND SURFACE GROUP
PROPERTY ZONING:	HIGH DENSITY RESIDENTIAL (HRD)
PROJECT USE:	ASSOCIATED LIVING FACILITY/MULTI-FAMILY RESIDENTIAL (HRD)
PREPARED BY:	ASSOCIATED LIVING FACILITY/MULTI-FAMILY RESIDENTIAL
CHECKED BY:	ASSOCIATED LIVING FACILITY/MULTI-FAMILY RESIDENTIAL
DATE:	11/11/11

SITE AREA CALCULATIONS

EXISTING IMPROVEMENTS	1,234,567
NEW IMPROVEMENTS	8,765,432
TOTAL	9,999,999

FLOOD ZONE
 THE PROJECT IS NOT LOCATED WITHIN A FLOOD ZONE AS SHOWN ON THE FLOOD ZONE MAP OF THE COUNTY OF BREVARD, FLORIDA.

WETLAND STATEMENT
 THERE ARE NO WETLANDS PRESENT ON THE PROJECT SITE AS SHOWN ON THE WETLANDS MAP OF THE COUNTY OF BREVARD, FLORIDA.

LANDSCAPING
 THE PROJECT SITE IS TO BE LANDSCAPED WITH TREES AND SHRUBS AS SHOWN ON THE LANDSCAPING PLAN.

EXHIBIT "B"
Sheet 1 of 1

Prepared by:
Asst. City Attorney
City of Winter Park
P.O. Box 2873
Orlando, FL 32802-2873

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

FIRST AMENDMENT TO WINTER PARK TOWERS DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO WINTER PARK TOWERS DEVELOPMENT AGREEMENT (this "First Amendment") is entered into this ____ day of _____, 2016, by **Presbyterian Retirement Communities, Inc.**, a Florida non-profit corporation, d/b/a Westminster Towers f/k/a Winter Park Towers (hereinafter referred to as "Owner"), having an address of 80 West Lucerne Circle, Orlando, Florida 32801, and the **City of Winter Park**, a Florida municipal corporation (hereinafter referred to as "City"), having an address at 401 Park Avenue South, Winter Park, Florida 32789.

WHEREAS, Owner and the City entered into that Certain Winter Park Towers Development Agreement dated December 27th, 2010 and recorded January 28, 2011 in Official Records Book 10166, Page 1670 of the Public Records of Orange County, Florida (the "Agreement"), wherein the parties set forth certain conditions and restrictions with respect to the Project and CUP (as both terms are defined in the Agreement);

WHEREAS, the owner is proposing a new Lifelong Learning Center ("LLC") to be built adjacent to the existing assisted living tower;

WHEREAS, the purpose of the LLC is to provide enrichment activities for the seniors residing at Westminster Towers; and

WHEREAS, the parties desire to enter into this First Amendment to amend the terms of the Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of Ten Dollars and no/100 (\$10.00), each in hand paid to the other and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated herein. Any capitalized terms not defined herein shall have those meanings ascribed in the Agreement.

2. Conditional Use Permit. Section 2 of the Agreement shall include the following sentence: "The CUP also includes approval of the Lifelong Learning Center as depicted on Exhibit "C" ("Lifelong Learning Center Master Plan")."

3. Successors and Assigns. This First Amendment and the terms and conditions thereof shall be binding upon and inure to the benefit of CITY and OWNER and their respective successors in interest. The terms and conditions of this First Amendment similarly shall be binding upon the Property and shall run with the title to the same.

4. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

5. Conflict. If there is a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

6. Ratification. Except as herein expressly amended, each and every other term of the Agreement shall remain unchanged and in full force and effect without modification, and Owner and City hereby ratify and affirm the same.

[SIGNATURES TO FOLLOW]

[Attached to First Amendment to Winter Park Towers Development Agreement]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as follows:

WITNESSES:

PRESBYTERIAN RETIREMENT
COMMUNITIES, INC., a Florida non-profit
corporation d/b/a WINTER PARK TOWERS

By: _____

Print name: _____

(print)

Title: _____

(print)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ the _____ of PRESBYTERIAN RETIREMENT COMMUNITIES, INC., a Florida non-profit corporation, d/b/a WINTER PARK TOWERS (check one) who is personally known to me or who produced _____ as identification.

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

[Attached to First Amendment to Winter Park Towers Development Agreement]

WITNESSES:

CITY OF WINTER PARK, a Florida
municipal corporation

(print)

(print)

By: _____

Print name: _____

Title: _____

ATTEST:

By: _____

City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ the _____ of the CITY OF WINTER PARK, a Florida municipal corporation, (check one) who is personally known to me or who produced _____ as identification.

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

WESTMINSTER WINTER PARK TOWERS EXPANSION LIFELONG LEARNING CENTER ADDITION FINAL CONDITIONAL USE

1111 S. LAKEMONT AVENUE, WINTER PARK, FLORIDA

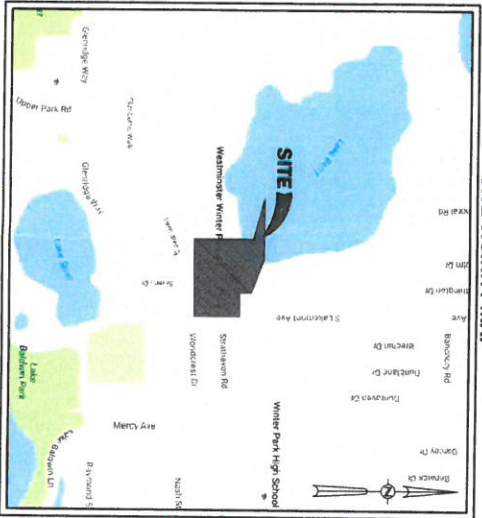
08-22-30-0000-00-003
08-22-30-0000-00-012

OWNER/ APPLICANT: PRESBYTERIAN RETIREMENT COMMUNITIES, INC.
80 WEST LUCERNE CIRCLE
ORLANDO, FL 32801
PHONE: (407)839-5050

ARCHITECT: STEWART & CONNERS ARCHITECTS, PLLC
3731 LATROBE DRIVE, SUITE 100
CHARLOTTE, NC 28211
PHONE: (704) 365-3941
FAX: (704) 365-3942

LANDSCAPE ARCHITECT: VERLANDER LANDSCAPE ARCHITECTURE, LLC
706 TURNBULL AVENUE, SUITE 201
ALTA MONTE SPRINGS, FL 32701
PHONE: (407) 834-4104
FAX: (407) 834-2919

PARCEL 'A' LEGAL DESCRIPTION
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 393.03 FEET; THENCE WEST 559 FEET; THENCE NORTH 54 DEGREES 10 MINUTES WEST TO THE SHORE OF LAKE BERRY; THENCE SOUTHWESTERLY ALONG SHORE OF LAKE BERRY 250 FEET MORE OR LESS TO A POINT BEING 372.64 FEET NORTH AND 881.9 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE SOUTH 477.61 FEET; THENCE EAST 881.9 FEET; THENCE SOUTH 101.97 FEET TO POINT OF BEGINNING (LESS EAST 30 FEET FOR ROAD); AND IN ADDITION THERE TO, THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, HAVE 939.03 FEET; THENCE WEST 559 FEET; THENCE CONTINUE NORTH 54 DEGREES 10 MINUTES WEST TO SHORE OF LAKE BERRY, WHICH IS THE BEGINNING NORTH OF A POINT 372.64 FEET NORTH AND 881.9 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE SOUTH TO SAID POINT WHICH IS 372.64 FEET NORTH AND 881.9 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE NORTHWESTERLY ALONG THE SHORE OF LAKE BERRY 250 FEET, MORE OR LESS TO THE POINT OF BEGINNING. PARCEL 'B' LEGAL DESCRIPTION
BEGIN AT A POINT 393 FT. NORTH OF THE SOUTH EAST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST, RUN WEST 559 FT. NORTH 54° WEST TO THE SHORE LINE OF LAKE BERRY, NORTH WEST TO THE NORTH WEST CORNER OF THE SOUTH HALF OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4, EAST TO THE NORTH EAST CORNER OF THE SOUTH HALF OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4, SOUTH 267 FT. TO THE BEGINNING (LESS THE ROAD) AND THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4.



SITE VICINITY MAP
NOT TO SCALE

PLAN INDEX

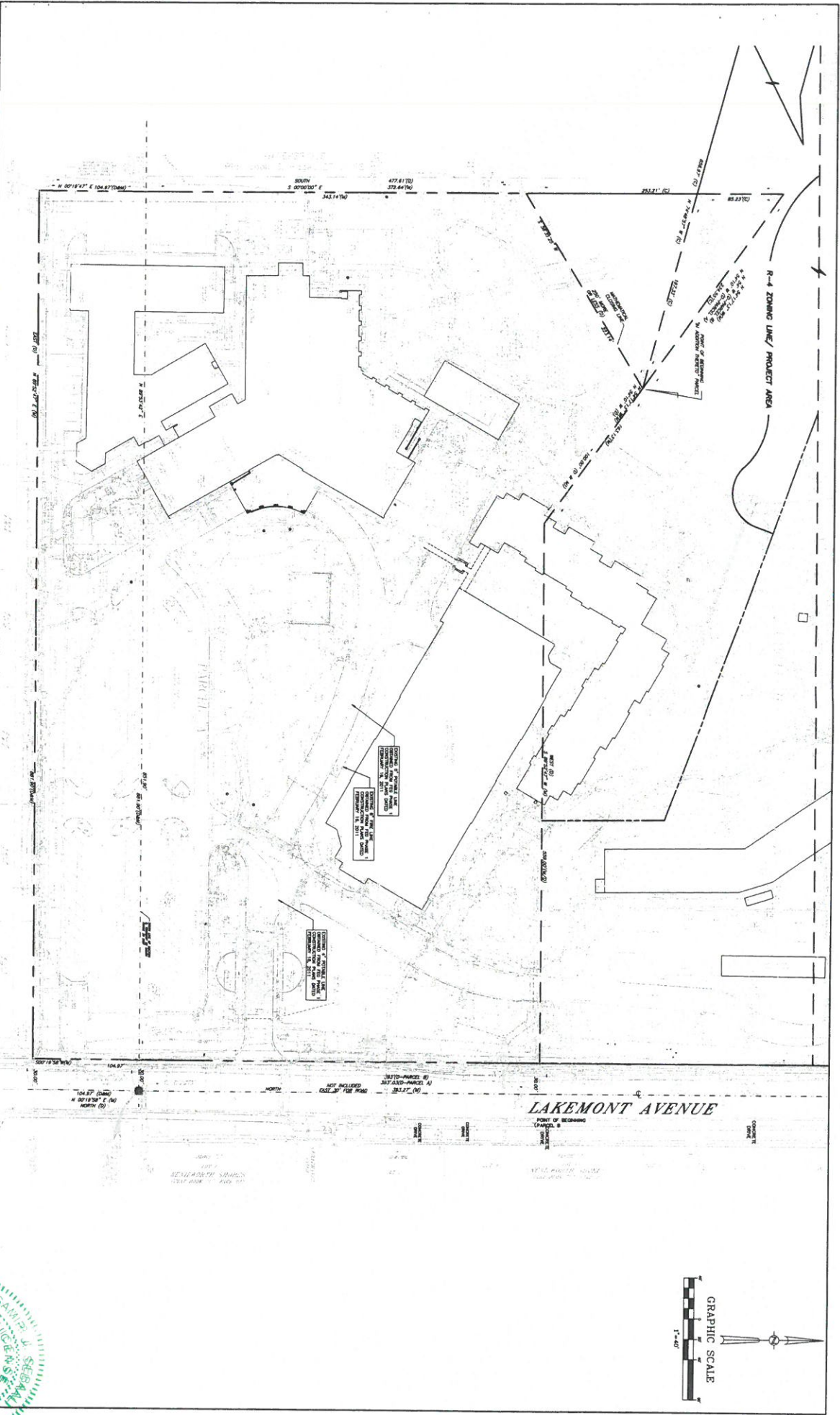
- C-1 COVER SHEET
- C-2 EXISTING CONDITION PLAN
- C-3 CONDITIONAL USE SITE PLAN
- C-4 PRELIMINARY SITE PAVING, GRADING and DRAINAGE PLAN
- C-5 PRELIMINARY SITE UTILITY PLAN
- TR-1 TREE PROTECTION/REMOVAL PLAN
- LA-1 LANDSCAPE PLAN
- LA-2 LANDSCAPE PLAN
- A-1 BASEMENT LEVEL FLOOR PLAN
- A-2 MAIN LEVEL FLOOR PLAN
- A-3 FRONT AND BACK ELEVATION
- A-4 FRONT PERSPECTIVE
- A-5 BACK PERSPECTIVE
- A-6 LAKEVIEW PERSPECTIVE



Engineering the Future

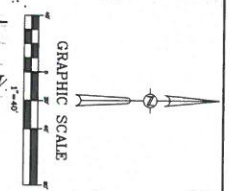
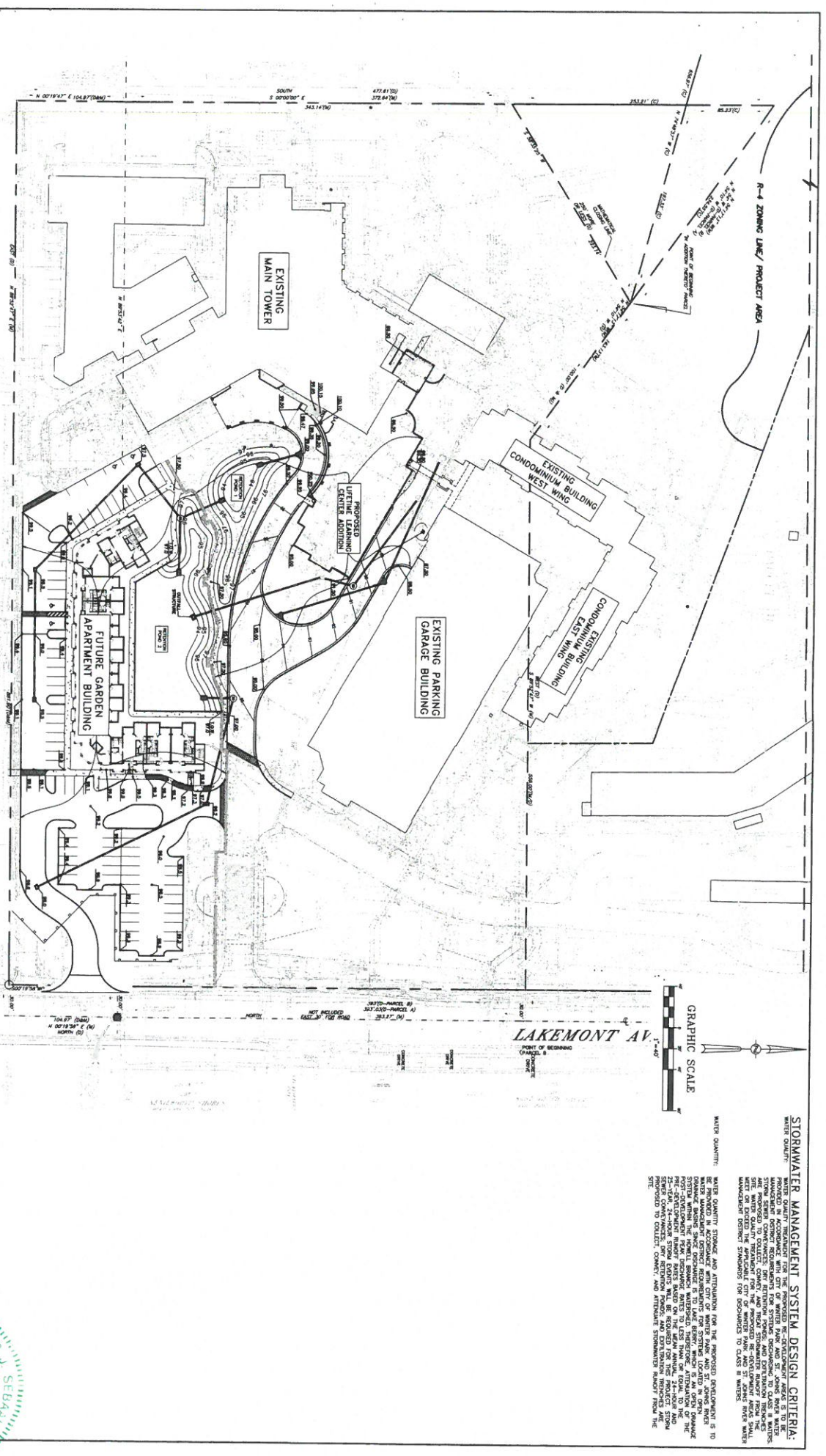
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us





WESTMINSTER WINTER PARK TOWER EXPANSION LIFELONG LEARNING CENTER ADDITION FINAL CONDITIONAL USE 11111 S. LAKEWOOD AVENUE, WINTER PARK, FLORIDA	
5127 S. Orange Avenue, Suite 200 Orlando, FL 32839 Phone: 407.896.0324 Fax: 407.896.0325 www.feg-fl.com	
DATE: _____ REVISIONS: _____ BY: _____ CHECKED: _____	EXISTING CONDITION PLAN DESIGNED BY: JI DRAWN BY: SIS CHECKED BY: SIS APPROVED BY: SIS
PROJECT NO: 16075 DATE: OCTOBER 5, 2016 SHEET NO: 2	





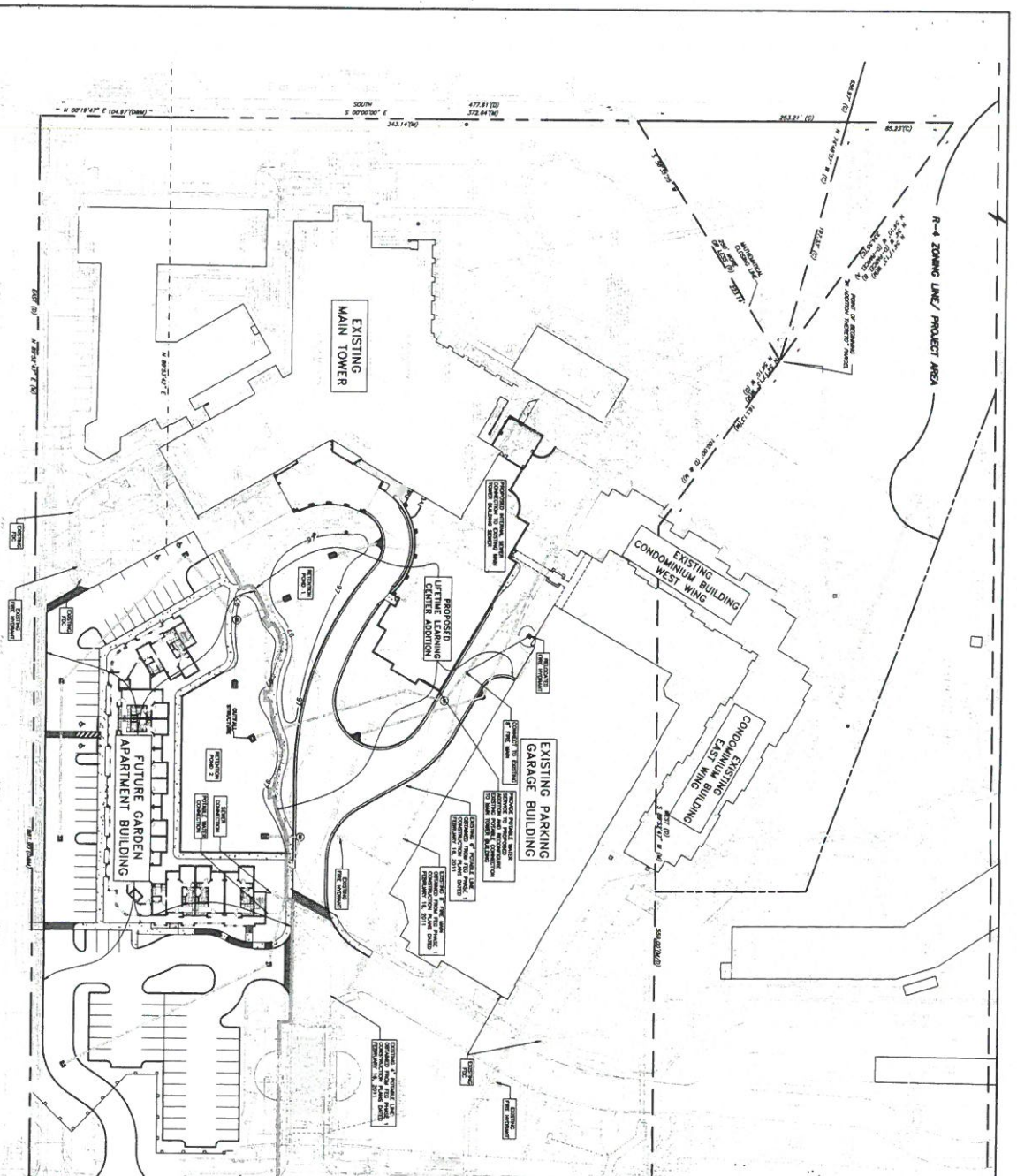
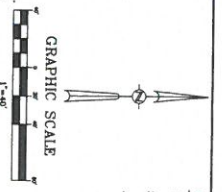
STORMWATER MANAGEMENT SYSTEM DESIGN CRITERIA:

WATER QUALITY:
 WATER QUALITY TREATMENT FOR THE PROPOSED RE-DEVELOPMENT AREAS IS TO BE PROVIDED BY THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT. THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT IS CURRENTLY UNDERGOING A RE-DESIGN AND IMPROVEMENT PROJECT. THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT IS CURRENTLY UNDERGOING A RE-DESIGN AND IMPROVEMENT PROJECT. THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT IS CURRENTLY UNDERGOING A RE-DESIGN AND IMPROVEMENT PROJECT.

WATER QUANTITY:
 WATER QUANTITY STORAGE AND ATTENUATION FOR THE PROPOSED DEVELOPMENT IS TO BE PROVIDED BY THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT. THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT IS CURRENTLY UNDERGOING A RE-DESIGN AND IMPROVEMENT PROJECT. THE CITY OF WINTER PARK AND ST. JOHN'S RIVER WATER TREATMENT PLANT IS CURRENTLY UNDERGOING A RE-DESIGN AND IMPROVEMENT PROJECT.

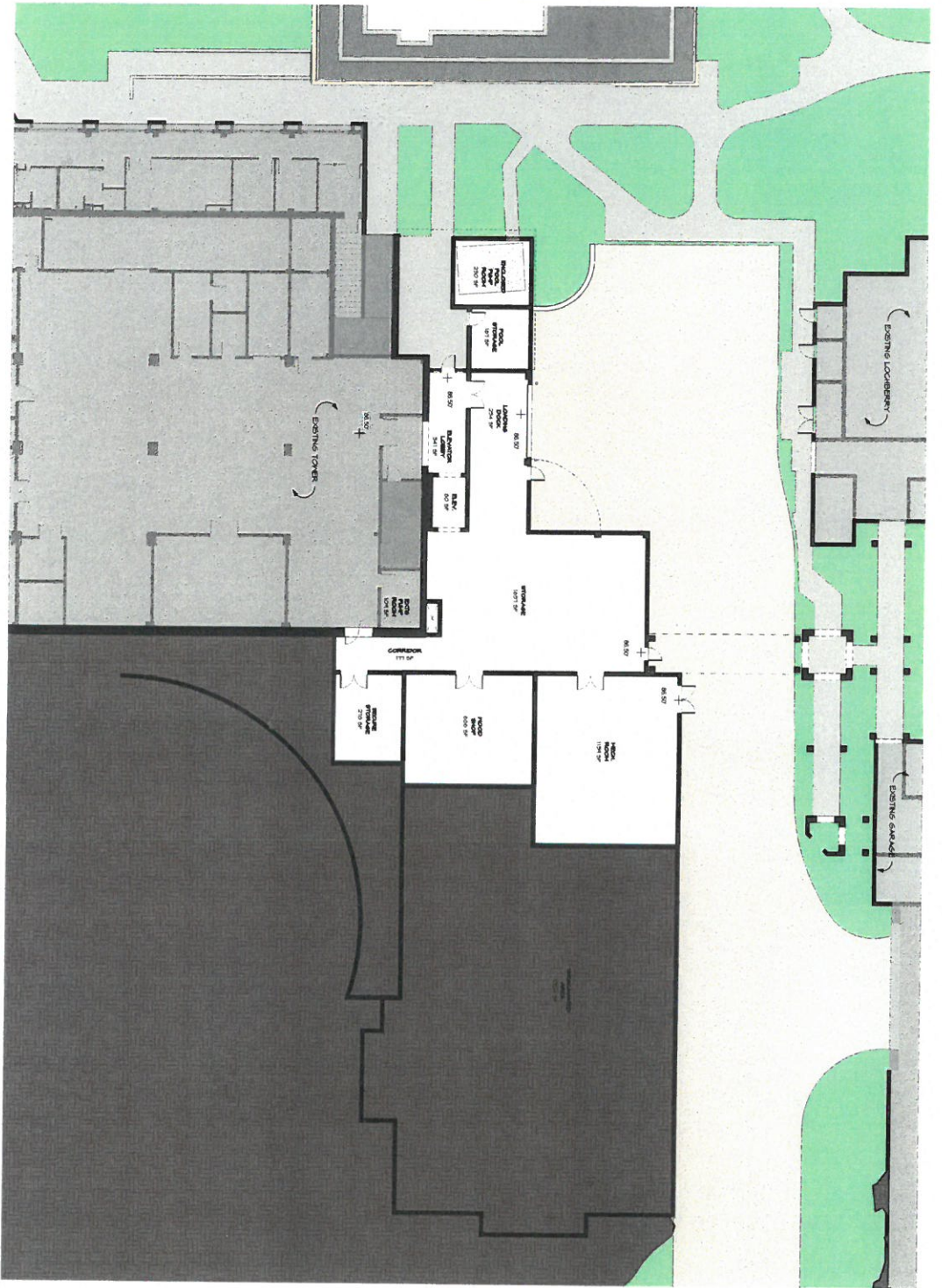
WEST WING FOR CONSTRUCTION UNDER SCHEDULED IN THIS BLOCK		WESTMINSTER WINTER PARK TOWER EXPANSION LIFELONG LEARNING CENTER ADDITION FINAL CONDITIONAL USE				1111 S. LAKEWOOD AVENUE, WINTER PARK, FLORIDA	
DATE	REVISIONS	CHECKED BY	BY	5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feg-inc.us	PRELIMINARY SITE PAVING, GRADING AND DRAINAGE PLAN		
				DESIGNED BY: SIS DRAWN BY: JT CHECKED BY: SIS APPROVED BY: SIS	PROJECT NO: 20-015 DATE: OCTOBER 5, 2016		

- UTILITY NOTES**
1. THE WATER TREATMENT SYSTEM SHALL BE DESIGNED TO MEET THE CITY OF WINTER PARK & FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
 2. THE SANITARY SEWER COLLECTION & TRANSMISSION SYSTEM SHALL BE DESIGNED TO MEET THE CITY OF WINTER PARK & FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
 3. THE PRELIMINARY DESIGN SHALL BE DESIGNED TO MEET THE CITY OF WINTER PARK, FLORIDA REQUIREMENTS.



WESTMINSTER WINTER PARK TOWER EXPANSION LIFELONG LEARNING CENTER ADDITION FINAL CONDITIONAL USE 1111 S. LAKEWOOD AVENUE, WINTER PARK, FLORIDA		 FLORIDA ENGINEERING GROUP 5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feginc.com	PRELIMINARY SITE UTILITY PLAN		PROJECT: 18-075 SCALE: 1"=40' DATE: OCTOBER 5, 2016 SHEET: C-5 OF 14
DATE: _____ REVISIONS: _____ BY: _____ CHECKED: _____	DESIGNED BY: SIS DRAWN BY: JI CHECKED BY: SIS APPROVED BY: SIS				

1 BASEMENT LEVEL FLOOR PLAN
3/27' x 1/2"



SCA
STEWART & CONNERS
ARCHITECTS, PLLC
 3731 Lantana Drive, Suite 100
 Fort Lauderdale, FL 33309
 P: 704-365-3941
 F: 704-365-3942

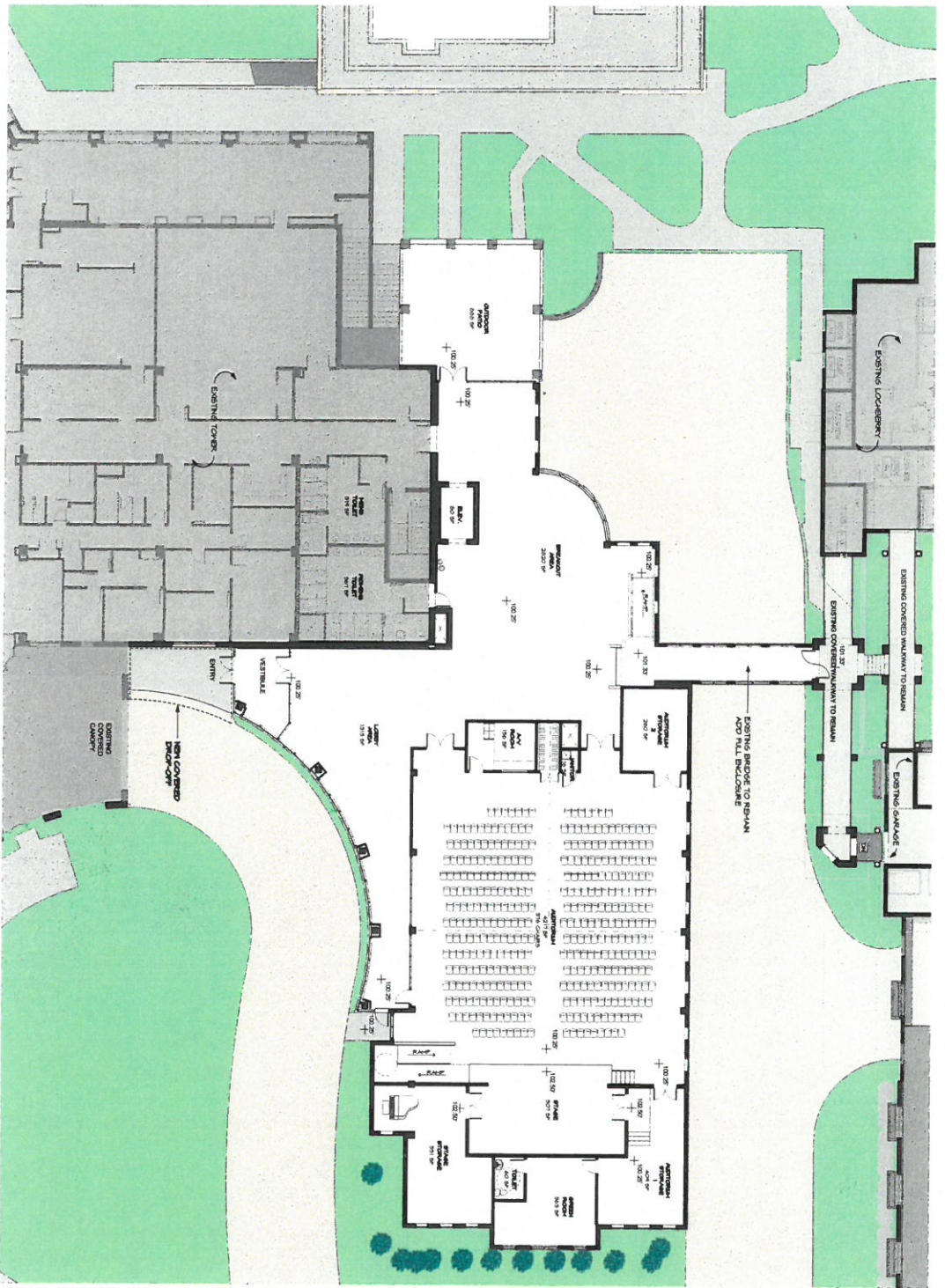
100
 Westminster
 Winter Park
 Towers
 Expansion-
 Learning
 Center
 Location:
 Lakemont Ave -
 Winter Park, FL

DATE: 02/21/16
 DRAWN BY: J. G. HARRIS
 CHECKED BY: J. G. HARRIS
 PROJECT NO.: 10/25/16
 SHEET NO.: 10/25/16
 SCALE: AS SHOWN

FINAL, CONDITIONAL, USE
 BASEMENT
 LEVEL FLOOR
 PLAN

A1

1 MAIN LEVEL FLOOR PLAN
3/27' x 1/0'



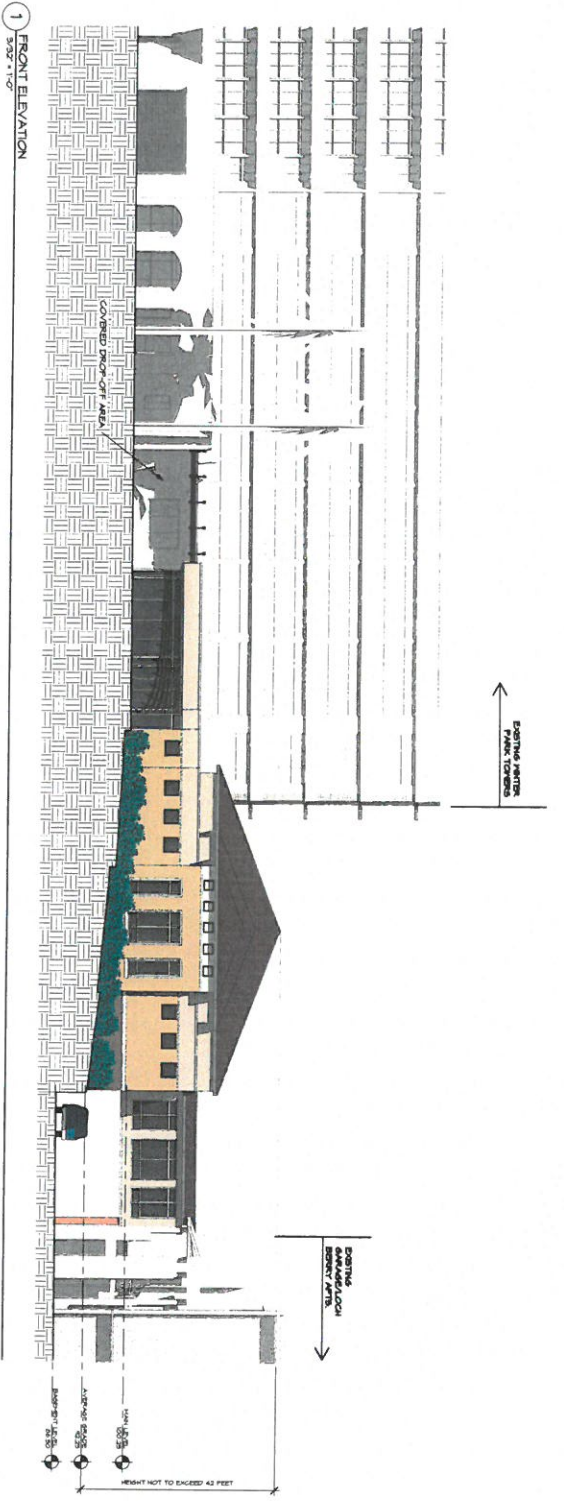
SCA
STEWART & CONNERS
ARCHITECTS, PLLC
 371 Lumbus Drive, Suite 100
 Charlotte, NC 28211
 P: 704.365.3941
 F: 704.365.3942

NO: **Westminster**
Winter Park
Towers
Expansion -
Library Learning
Center
Lakemont Ave. -
Winter Park, FL

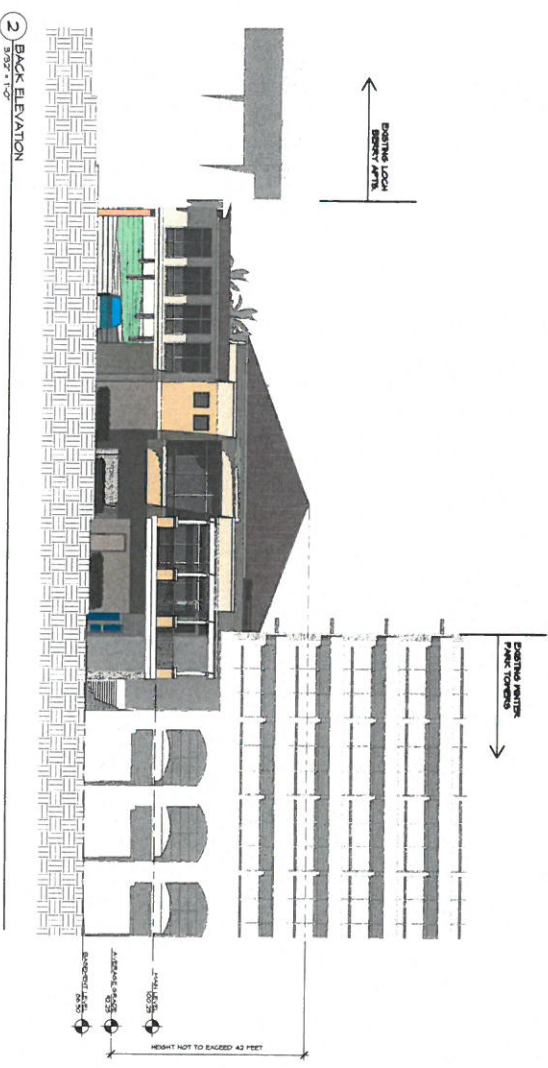
DATE: 10/14/16
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NUMBER: 10-0516
 SHEET NUMBER: 30-01-01

FINAL, CONDITIONAL USE
 MAIN LEVEL
 FLOOR PLAN

A2



1 FRONT ELEVATION
3/32" = 1'-0"



2 BACK ELEVATION
3/32" = 1'-0"

SCA
 STEWART & CONNERS
 ARCHITECTS, PLLC
 3731 Lantana Drive, Suite 100
 West Palm Beach, FL 33411
 P: 704-365-3941
 F: 704-365-3942

PROJECT:
 Westminster
 Minter Park
 Towers
 Expansion-
 Lifelong Learning
 Center
 LOCATION:
 Lakemont Ave.,
 Minter Park, FL

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 ALL RIGHTS RESERVED
 33-01-101 10.05.16
 drawn by: AUTHOR checked by: CHECKER
 reviewed by: ARCHITECT

FINAL, CONDITIONAL, USE
 PERMITTED
 FRONT AND
 BACK ELEVATION

A3



1 BACK PERSPECTIVE
1/8" = 1'0" SCALE

10/4/2016 12:27:44 PM

SCA

STEWART & CONNERS
ARCHITECTS, PLLC
3731 Lumbus Drive, Suite 100
Charlotte, NC 28211
P: 704-365-3941
F: 704-365-3942

NAME
Westminster
Winter Park
Towers
Expansion -
Existing Learning
Center
Lakemont Ave. -
Winter Park, FL

DATE
10/25/16
DRAWN BY
CHECKED BY
AUTHOR
DATE PLOTTED

FINAL CONDITIONAL USE
DRAWING

A5

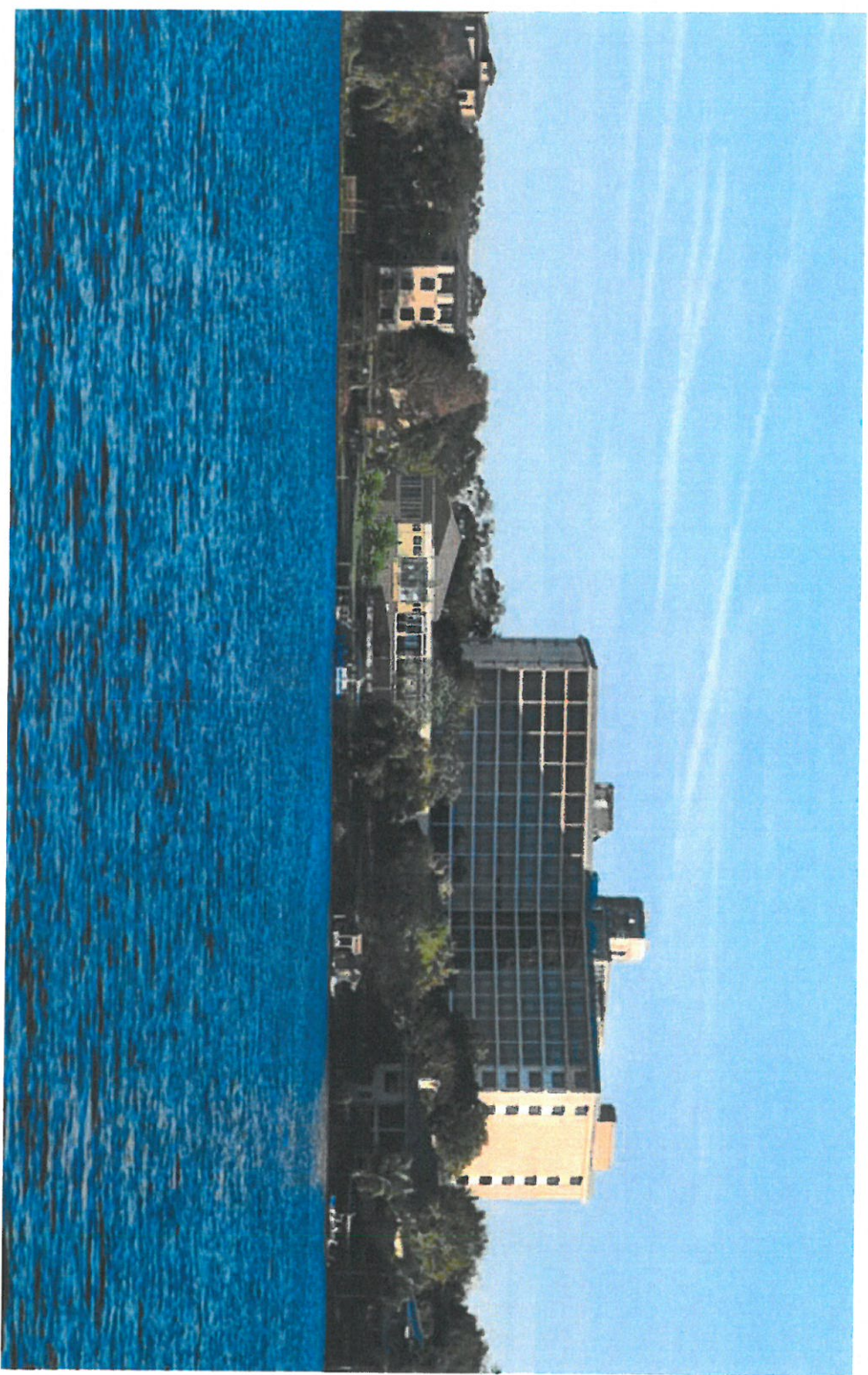


STEWART & CONNERS
ARCHITECTS, PLLC

3731 Lumbus Drive, Suite 100
Charlotte, NC 28211
P: 704-345-3941
F: 704-345-3942

DATE: _____
DESIGNED BY: Washinaker
Milder Park
Towers
EXHIBITION-
LEARNING-
CLUBS Learning
Center
LAKEMONT, AVE. -
Milder Park, FL

DATE: _____
DESIGNED BY: Washinaker
Milder Park
Towers
EXHIBITION-
LEARNING-
CLUBS Learning
Center
LAKEMONT, AVE. -
Milder Park, FL



1 LAKEVIEW PERSPECTIVE
NOT TO SCALE

A6

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

**Staff Report
November 1, 2016**

REQUEST OF Z PROPERTIES GROUP FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE PROPERTY AT 200 OAKWOOD WAY, ZONED R-1AA, INTO TWO SINGLE FAMILY BUILDING LOTS. THE TWO LOTS ARE PROPOSED TO BE 83 FEET IN WIDTH AND 11,620 SQUARE FEET IN SIZE. THE 83 FEET OF LOT WIDTH IS LESS THAN THE 100 FEET OF LOT WIDTH REQUIRED IN THE R-1AA ZONING AND THUS VARIANCES ARE REQUESTED FOR THE 83 FEET OF LOT WIDTH PROPOSED.

Z Properties Group (contract purchaser) is requesting subdivision or lot split approval to divide the property located at 200 Oakwood Way into two single-family lots. The zoning of this property is R-1AA. The property is currently occupied by one single-family home, which the applicant plans to demolish.

BACKGROUND: In the western portion of the lot is a brick traffic circle which provides access mid-block from Oakwood Way to East Rockwood Way. In August of 1936 this road, formerly known as Champion Circle, was vacated. The brick roadway surface is still in-place today. The applicant plan to remove the entire traffic circle, and has provided letters of consent from the affected parties (attached). Specifically, the applicant has agreed to remove all of the curbing and brick roadway, and add additional fill dirt to regrade the street and add new curbing. Also, they are going to add a new irrigation system, sod and fence to 160 Oakwood Way and 151 East Rockwood Way.

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

ZONING TEST: This existing property is 166 feet wide on both Oakwood and East Rockwood Way, and 23,267-square feet in size. The subdivided lots are proposed to be 83-feet wide each, with lot areas of 11,620-square feet in size. The R-1AA zoning requires a minimum of 100 feet of lot width, and a minimum of 10,000-square feet of land area. Thus, this request does not meet the R-1AA lot width dimension standard, and a variance is requested.

COMPREHENSIVE PLAN TEST: There are many neighborhoods in the City that are zoned R-1AA or R-1A, but the existing character may be significantly different than the zoning code minimums. In some cases the typical lots are smaller or larger. The Comprehensive Plan test, or comparison, is a door that swings both ways. In some cases, it can substantiate a relaxation of the minimum lot dimensions, and in other cases it can require larger lot sizes than the minimums.

As a result, the practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to compare the standard

lot sizes. The Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those in the same zoning.

There are 78 homes within this neighborhood with the R-1AA zoning (see attached map). The average lot width is 84.5 feet, and the median lot width is 80 feet. The average lot area is 12,738 square feet, and the median lot area is 11,979 square feet. Thus, this proposed lot split with 83 foot wide lots and 11,620 square feet of land area each do compare favorably to the average and the median lot sizes of the neighborhood.

DEVELOPMENT PLANS: The applicant has provided a generalized front elevation for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. The applicants will comply with the normal single-family development standards, setbacks, etc. The plans provided show the swimming pool within the 25 foot setback along Oakwood Way, which will need to be relocated behind this setback due to Code requirements.

DEVELOPMENT OPPORTUNITIES: Lot split requests like these give the City an opportunity to provide input to the developers to encourage variety and character in their design to enhance these single-family neighborhoods and maintain the 'village' character that is present throughout our Comprehensive Plan (see attached policies). While the applicant's proposed plans of the homes offers variation between the elevations along East Rockwood Way, there is no variation on the Oakwood Way elevation. Staff feels that instead of building mirror images of these homes along Oakwood Way, there should be more architectural interest placed here to enhance the variety and design of the neighborhood. Staff suggests possibly flipping the homes so that one front faces Oakwood and the other faces Rockwood. The 'village' character is not represented in the rear elevations. Currently, this Charmont Subdivision has a diversity of design and orientation to the homes within it, and this should not be lost with this subdivision.

APPLICABLE CODES: The applicable Comprehensive Plan policies and Subdivision Code section governing lot splits are on the following page.

SUMMARY: As we have discussed before, the issue with a staff recommendation in a quasi-judicial request such as a variance is that staff is the "substantial and qualified" testimony. Thus it makes action by P&Z or City Commission contrary to the staff recommendation more difficult to defend. Thus, at this point the the advice from the City Attorney, is for the staff to no longer make recommendations for "approval" of lot splits with variances.

However, the same criteria still exists in the Comprehensive Plan and Subdivision Code regulations that the P&Z can base their recommendation on the Comprehensive Plan Test of the comparison with lot sizes in the immediate neighborhood. The Planning and Zoning (P&Z) Board then has the factual justification for approval or denial based on those statistical comparisons.

However, if approved, Staff would suggest a condition of approval that:

- 1. The written agreement with the neighbors (150 Oakwood and 151 E Rockwood Way) and the applicant, be part of the conditions of approval.**

RELEVANT COMPREHENSIVE PLAN POLICIES:

Policy 1-1.1.2: Maintain 'Village' Character. The City shall strive to maintain the overall low-density 'village character' of Winter Park consistent with the Future Land Use Map. When exercising the authority of the 'conditional approval' process, and the variance process, the 'village character' shall be preserved. Towards this end, the City shall exercise strict application of the policies of this Comprehensive Plan and the implementing Land Use Codes for site development and shall authorize variances only when such exceptions are compatible with adjacent properties and are required by unusual circumstances, including but not limited to tree specimens or clusters, historically significant structures, or unusual lot characteristics. The desire is to achieve a beautiful, pleasant, principally village scale pedestrian orientated community by fostering and encouraging good design, pedestrian connectivity, landscaping and buffering, harmonious building colors, materials and signage, outdoor lighting photometrics, and good proportional relationships in design of building mass and scale. The desired design shall allow for individual styles and variety compatible with the historically accepted character of Winter Park. Design criteria shall also address screening unsightly structures and appurtenances, maintaining varied rooflines and fenestration (i.e. character and interrelationships of façade design components including windows, dormers, entryways, and roof design), and facade and entryway landscaping. The City shall reserve the authority to require applicants for large scale development or redevelopment to submit engineered three-dimensional model, virtual computer images, or other satisfactory evidence that provides a realistic measure of building mass, scale, access to sunlight (i.e. shadow analysis), and relationships to surroundings.

Policy 1-3.6.1: Maintain the Scale and Character of Neighborhoods. New development and redevelopment shall occur in a manner that preserves the elements of the existing neighborhood character that provide the attractiveness and unique character of each individual neighborhood. The City shall accommodate redevelopment activity in a manner that does not produce new residences which substantially alter the scale or character of a street. The aim shall be to restrict home sizes so they do not visually overpower the natural features or amenities in a neighborhood, but instead compliment those features. The City shall regulate the degree and scale of development on single-family properties through the use of the tools of setbacks, height limits, lot coverage restrictions and impervious coverage restrictions, floor area ration, limiting wall heights at side yard setbacks, reducing heights along sensitive edges, second floor step backs on front and side, establishing maximum wall plane lengths that reflect the traditional width of buildings along the street, roof pitches, and alignment of front setbacks. Winter Park applies and shall continue to apply a floor area ratio in managing the size, building mass, and design features of single-family and townhouse buildings. Pursuant to the City's strategic plan, the City shall review its residential development standards as new issues are confronted in maintaining a proper scale and intensity among adjacent uses in order to retain Winter Park's "village" character.

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.

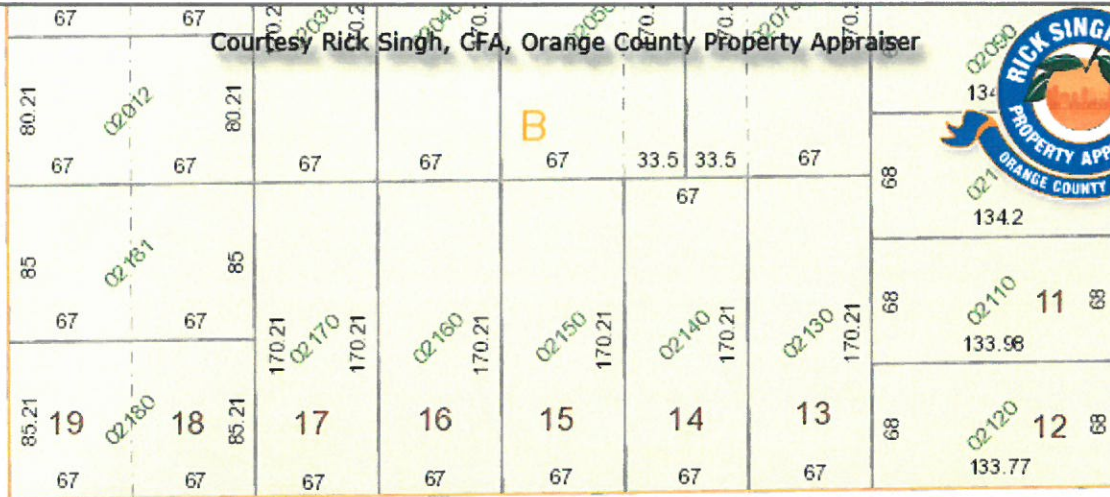
(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, 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.

Parcel Report for 07-22-30-1252-22-030

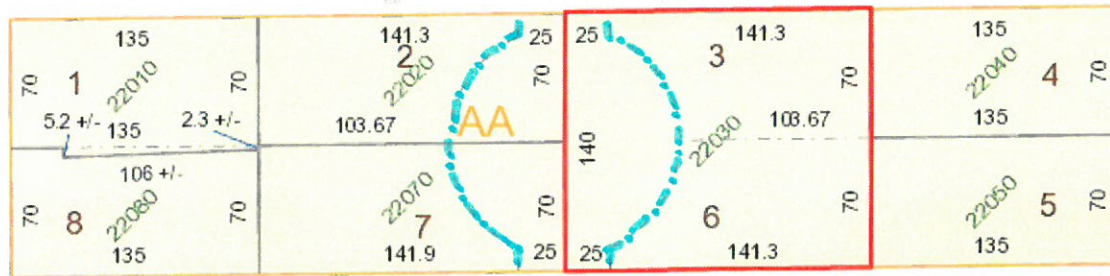
Courtesy Rick Singh, CFA, Orange County Property Appraiser



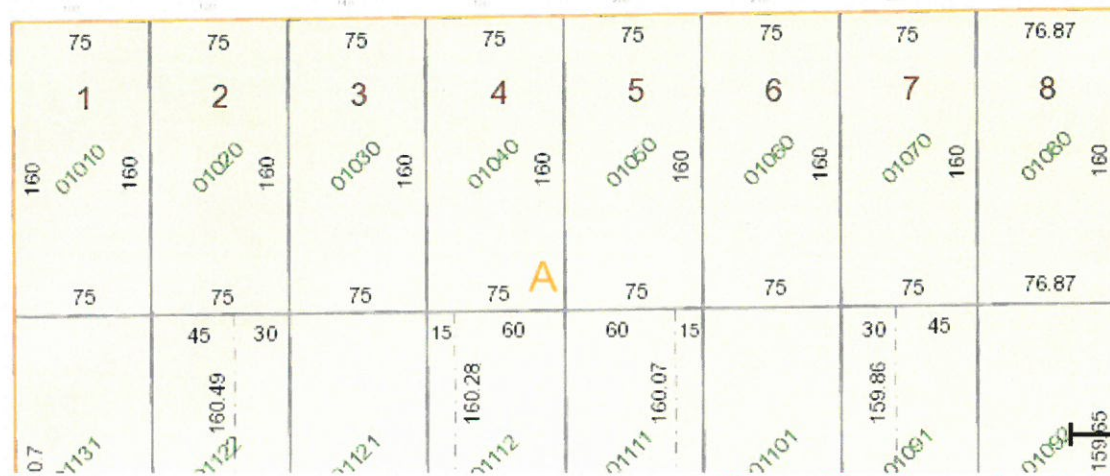
FORREST RD



OAKWOOD WAY



E ROCKWOOD WAY



WINTER PARK RD

Daily Traffic 7200

15m
60ft

Created: 10/13/2016

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

OCPA Web Map		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks		Lot Number	
	Public Roads		Brick Road								6
	Gated Roads		Block Line								06060
	Road Under Construction		Lot Line								3106
											111.9





Comprehensive Plan Test

200 Oakwood Way
Lot Split Request

City of Winter Park
Florida

LEGEND

-  Subject Site
-  R-1AA Lots Within 500' of Site (78 total)

NOTES

- Average Lot Width = 84.5 feet
- Median Lot Width = 80 feet
- Average Lot Size = 12,738 square feet
- Median Lot Size = 11,979 square feet
- 48 Lots are 85' or Less in Width (62%)
- 30 Lots are Greater than 85' in Width (38%)



Date: 10/13/2016





September 26, 2016

William Crosby
150 Oakwood Way
Winter Park, Fl. 32789

Re: Oakwood Cul-de-sac

Dear Mr. Crosby,

We currently have the property adjacent to yours, 200 Oakwood Way, under contract. We are proposing a lot split of this property. This letter will provide acknowledgement to the city that you approve of this split.

Z Properties will make the following improvements to the property:

- Remove all curbing at cul-de-sac

- Removal of brick roadway

- Add additional fill dirt and re-grade street

- New irrigation system and sod for 150 Oakwood Way and 151 Rockwood Way

- New fencing for 150 Oakwood Way and 151 Rockwood Way

- New curbing

Additionally Z Properties, a licensed Building Contractor approved to work in the City of Winter Park agrees to the following terms and conditions requested:

All work will be completed in an expeditious manner and 100% of costs associated with the work shall be the responsibility of Z Properties. The property owners, Brewer's and Crosby's, shall incur no costs associated with this project.

Z

September 26, 2016

Joel & Lauren Brewer
151 E. Rockwood Way
Winter Park, Fl. 32789

Re: Oakwood Cul-de-sac

Dear Mr. and Mrs. Brewer

We currently have the property adjacent to yours, 200 Oakwood Way, under contract. We are proposing a lot split of this property. This letter will provide acknowledgement to the city that you approve of this split.

Z Properties will make the following improvements to the property:

- Remove all curbing at cul-de-sac
- Removal of brick roadway
- Add additional fill dirt and re-grade street
- New irrigation system and sod for 150 Oakwood Way and 151 Rockwood Way
- New fencing for 150 Oakwood Way and 151 Rockwood Way
- New curbing

Additionally Z Properties, a licensed Building Contractor approved to work in the City of Winter Park agrees to the following terms and conditions requested:

All work will be completed in an expeditious manner and 100% of all costs associated with the work shall be the responsibility of Z Properties. The property owners, Brewer's and Crosby's, shall incur no costs associated with this project.

Z Properties | P.O. Box 488 | Winter Park, Fl. 32790
407.929.3303 | zane@zpropertiesinc.com

Jeffrey Briggs

From: Nan Castino <ncastino3@gmail.com>
Sent: Monday, October 24, 2016 1:17 PM
To: Jeffrey Briggs; jjohnston@cityofwinterpark.org
Subject: Public Notice regarding property at 250 Oakwood Way, Winter Park 32789

October 24, 2016

250 Oakwood Way
Winter Park, FL 32789

James Johnston, Chairman
Planning and Zoning Board
401 Park Avenue, South
Winter Park, FL 32789

Dear Mr. Briggs:

This past week we received a Public Notice regarding the property at 200 Oakwood Way which is adjacent to my home. Specifically, a variance is sought by Z Properties Group to subdivide the lot, enabling them to build two homes at that location. In order to proceed with the project, variances are needed to allow 83 feet of lot width for each job site. The current R-1AA zoning requirement is 100 feet of lot width.

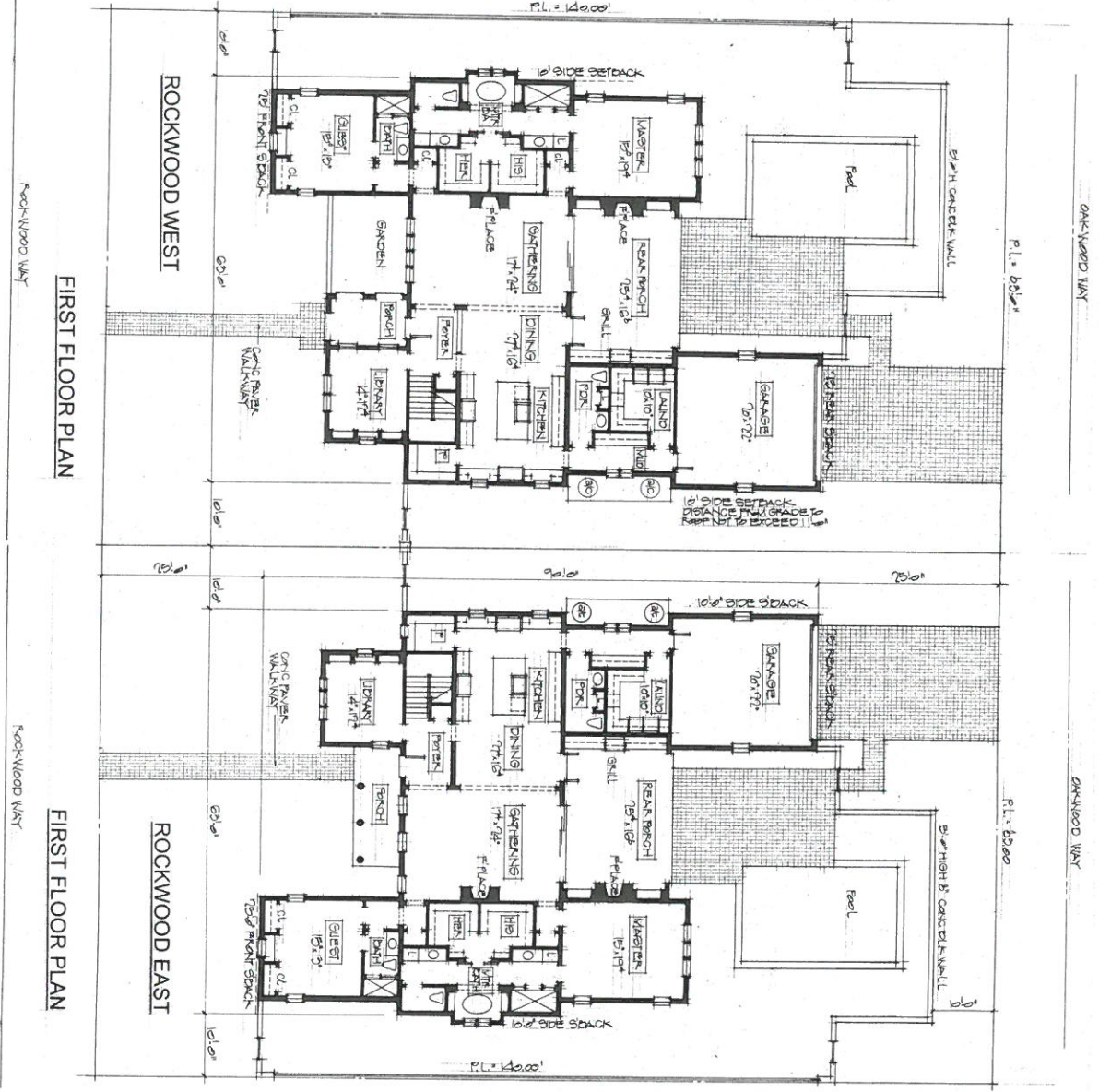
The purpose of this letter is to let members of the Zoning Board, as well as the City Commission, know that residents in close proximity to the above property object to the proposed variance. While each will make their concerns known to the Commission in a manner of their own choosing, we are generally agreed on the following:

- These two homes are very large for the proposed lot size (approximately 5000 sq ft each) and would look out of place
 - The proposed construction will straddle the entire strip of land between Oakwood Way and Rockwood Way, resembling shotgun-style homes
 - There are no other homes in the Charmont neighborhood with such an orientation
 - On the corners of both Oakwood and Rockwood, bordering on the property, are two large two-story homes. Placing two more in such proximity creates an appearance inconsistent with the surrounding neighborhood, suggesting high density zoning
 - Oakwood residents will only see the back wall and garage – reminiscent of Baldwin Park alley ways
 - If the existing property were divided along an east-west axis (instead of north-south), two homes could be built back-to-back and would compliment both streets
 - The project, if completed as proposed, may adversely affect surrounding property value
 - The variance sets a precedent with the potential to alter the character and charm of old Winter Park neighborhoods
-
- In addition to the above concerns shared with me by my neighbors, I have concerns of particular importance to me. The proposed home will overlook my pool, my family room and create a direct sight line into my master bedroom on the second floor of my home, thus destroying my privacy.

The important issue of whether or not the Commission approves or denies the requested variance has the attention of residents from both affected streets. Those of us who are able, plan on attending the November 1st and 28th meetings and, if appropriate, would be available to speak about our objections.



CONTRACTOR TO BE SHOWN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE WRITTEN PERMISSION OF WINCER PARK DESIGN IS REQUIRED FOR ANY REVISIONS TO THIS DOCUMENT.



FIRST FLOOR PLAN

FIRST FLOOR PLAN

AREA TABULATION - ROCKWOOD EAST	
Lot Area	11,600 SF
FAR Allowed	5,300 SF
BUILDING AREA	
First Floor	2,750
Second Floor	1,231
Total Living	3,981 SF
Garage	500
Total FAR	4,481 (89%)
Front Porch	110
Rear Porch	432
Total	5,013 SF

AREA TABULATION - ROCKWOOD WEST	
Lot Area	11,600 SF
FAR Allowed	5,300 SF
BUILDING AREA	
First Floor	2,750
Second Floor	1,231
Total Living	3,981 SF
Garage	500
Total FAR	4,481 (89%)
Front Porch	80
Rear Porch	425
Total	4,986 SF

SITE PLAN



1

DATE	12/15/16
BY	WPC
CHECKED	WPC
APPROVED	WPC

ROCKWOOD RESIDENCES

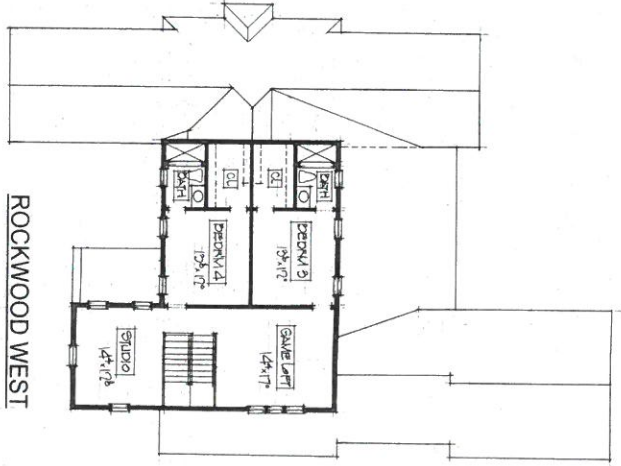
WINTER PARK, FLORIDA

WINCER PARK DESIGN

1222 W. WINTER PARK BLVD.
SUITE 100
WINTER PARK, FL 32789
TEL: 407.871.1111

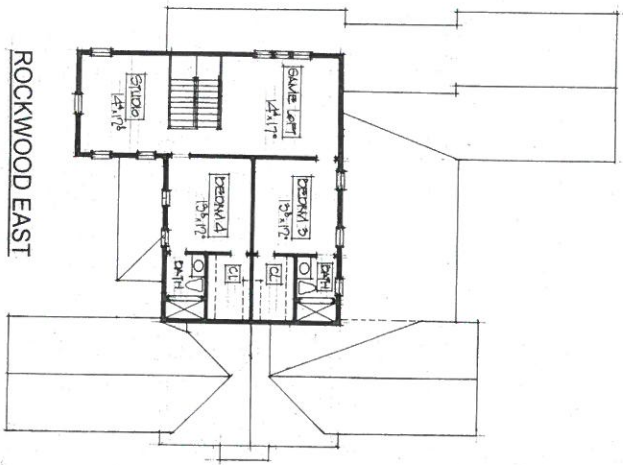
DATE: 12/15/16
BY: WPC
CHECKED: WPC
APPROVED: WPC

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ROCKWOOD WEST

SECOND FLOOR PLAN



ROCKWOOD EAST

SECOND FLOOR PLAN

SHEET
2

DATE: SEPT 27, 2016
 JOB NUMBER: 2016
 REVISIONS:
 DRAWN: KGH
 CHECKED:

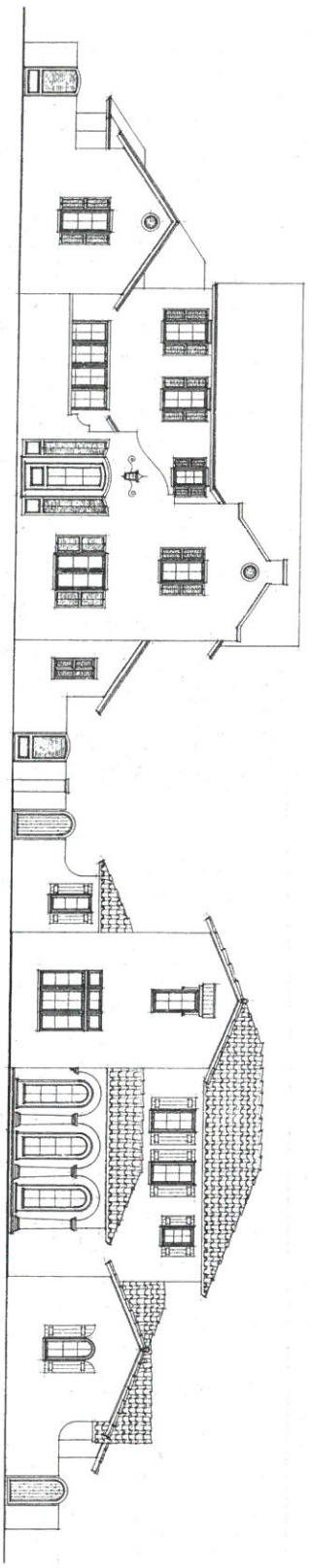
ROCKWOOD RESIDENCES
 WINTER PARK, FLORIDA



WINTER PARK DESIGN
 251 ORNOLD DRIVE
 WINTER PARK, FLORIDA 32789
 PHONE: 407.824.2882
 FAX: 407.824.1988



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ROCKWOOD WEST

ROCKWOOD EAST

ROCKWOOD ELEVATION

SHEET
3
OF

DATE DEC 19 2016	JOB NUMBER 3316
REVISIONS	OWNER RgH
	CHECKED

ROCKWOOD RESIDENCES
WINTER PARK, FLORIDA

WINTER PARK DESIGN

321 CORNELL DRIVE
WINTER PARK, FL 32789
PHONE: 407.844.8888
FAX: 407.844.7888

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

**Staff Report
November 1, 2016**

REQUEST OF NPI WP REAL ESTATE HOLDINGS LLC FOR: SUBDIVISION APPROVAL TO DIVIDE THE PROPERTY AT 1693 LEE ROAD, ZONED OFFICE (O-1), INTO TWO OFFICE BUILDING LOTS AND TO ESTABLISH BUILDING.

The applicant, NPI WP Real Estate Holdings LLC (owner) is requesting the following:

1. To subdivide the property located at 1693 Lee Road, zoned office, O-1, into two office building lots in order to allow fee simple ownership of the two office building pads with common ownership of the parking, drives and other infrastructure, and
2. To establish building setbacks so that the site may be further developed with a second 9,900-square foot office building in addition to the existing 9,560-square foot medical office,

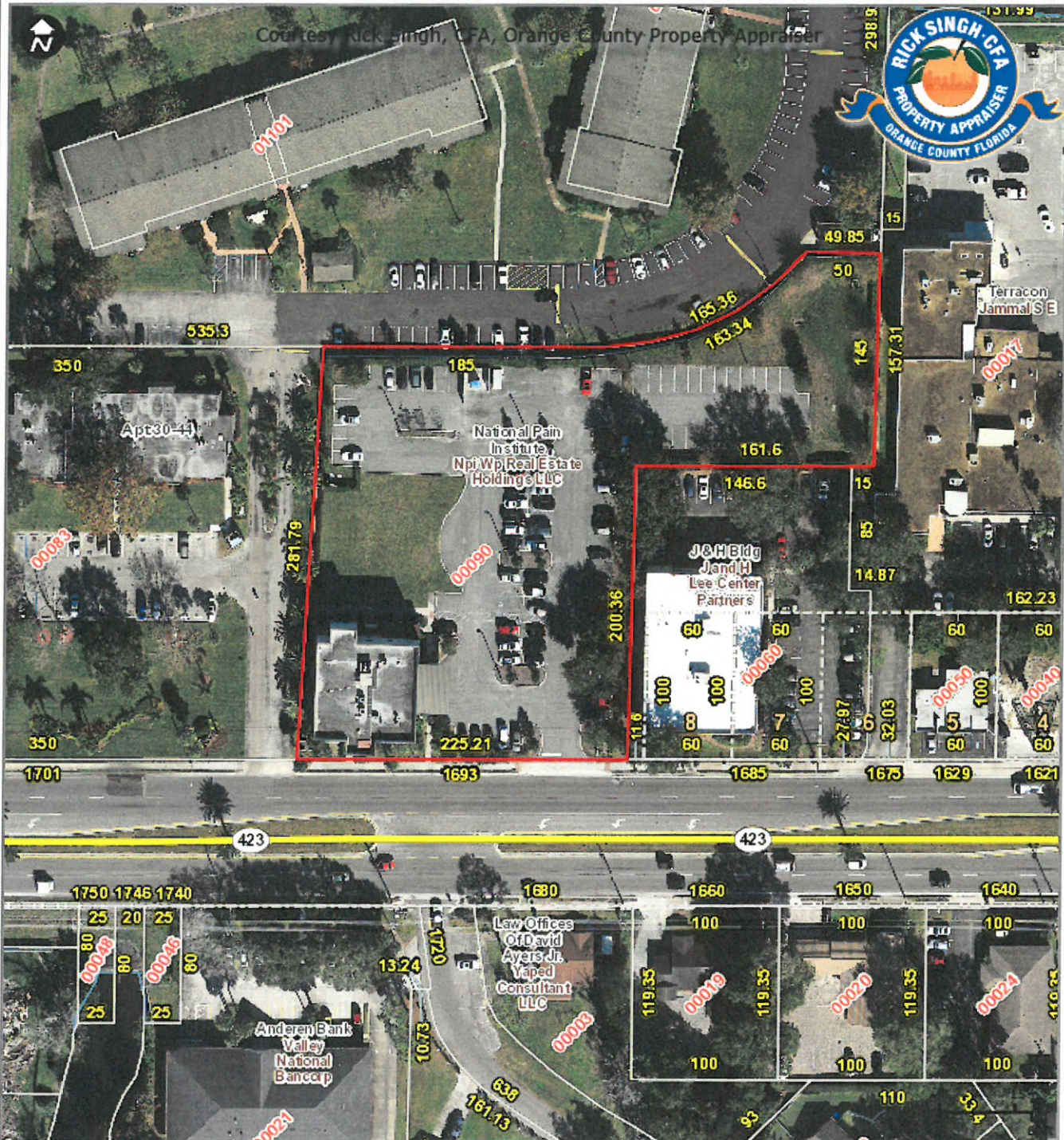
ZONING TEST: This existing property has 224 feet of street frontage along Lee Road, and measures 81,827-square feet in size. For O-1 zoned properties there is no minimum building site size, but each property is required to have at least 50 feet of frontage on a publically dedicated right-of-way. As shown on the attached plans, the applicant is proposing to divide the property into two lots that measure 16,925-square feet (Lot 1) and 16,418-square feet (Lot 2) that will provide fee simple ownership of these lots. These proposed lots will equally share ownership of the remaining land area within Tracts A and B, including the parking lot, utility and storm water drainage areas. The reason why this re-plat is necessary is that the Subdivision Code requires every lot to front on a public street. Tract A provides the common access drive for the proposed Lots 1 and 2, to satisfy the street frontage requirements. Thus, this request meets the O-1 lot dimension standards, and no variances are requested.

DEVELOPMENT PLANS: The applicant is also requesting to establish building setbacks for this property so that the site may be further developed with a second 9,900-square foot office building in addition to the existing 9,560-square foot medical office. The existing medical office was developed prior to the City's current setback standards for O-1 zoned properties that share a common line with a residentially-zoned parcel. Currently the building is setback eight feet from western property line, which is a residentially-zoned property. Today's code requires a 15-foot setback from this residential property line. Therefore, the applicant is requesting that the proposed additional building to be built on the newly subdivided Lot 2 follow this same eight-foot setback from the western property line. Since this abuts a driveway to the apartments in the rear staff feels that this will not negatively impact the adjoining property.

STAFF RECOMMENDATION IS FOR APPROVAL.

Parcel Report for 01-22-29-0000-00-090

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 10/18/2016

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

OCPA Web Map

	Major Roads		Proposed Road		Residential		Park		6 Lot Number
	Florida Turnpike		Brick Road		Agriculture		Lake and Rivers		06060 Parcel Number
	Interstate 4		Block Line		Commercial/Institutional		Building		3106 Parcel Address
	Toll Road		Road Under Construction		Governmental/Institutional/Misc		Waste Land		E Block Number
									111.9 Parcel Dimension

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

**Staff Report
November 1, 2016**

REQUEST OF THE CITY OF WINTER PARK TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM AN INSTITUTIONAL FUTURE LAND USE DESIGNATION TO A LOW DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION ON THE VACANT "BLAKE YARD" PROPERTY AT 301 WEST COMSTOCK AVENUE.

REQUEST OF THE CITY OF WINTER PARK TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM PUBLIC, QUASI-PUBLIC (PQP) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE VACANT "BLAKE YARD" PROPERTY AT 301 WEST COMSTOCK AVENUE.

The City of Winter Park is requesting the following:

1. Changing the Comprehensive Plan future land use designation of Institutional to Low Density Residential on the property at 301 West Comstock Avenue;
2. Changing the Zoning on the same property from Public, Quasi-Public (PQP) to Low Density Residential (R-2).

Disposition of the Blake Yard property: The City Commission has determined that the Blake Yard property is surplus to the City's needs and is a candidate for sale through a Notice of Disposal public process. The property is now vacant and not needed for city purposes. One complication is that the property currently has an Institutional future land use designation and Public Quasi-Public (PQP) zoning. There are very limited private development options given these land use designations that are in place due to the City's previous use of the property for construction staging and as an electric utility storage yard.

The property is adjacent to the David Weekly townhouse development, zoned R-2. The one story Grant Chapel building is also adjacent, zoned O-2. The property borders the FDOT railroad tracks and then across Comstock Avenue is single family R-1A zoning. In looking at the location of the property and based upon advice from the City's real estate broker, the request is to change the future land use designation to low density residential and R-2 zoning.

Effect of the Low Density Residential/R-2 Zoning: The property is 19,125 square feet in size. Under the maximum densities of the R-2 zoning, one could build up to four residential units and up to 10,518 total square feet of building floor space.

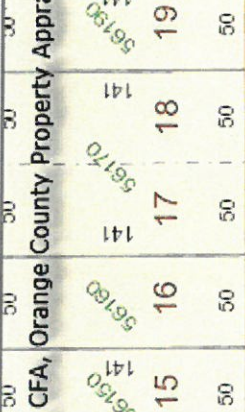
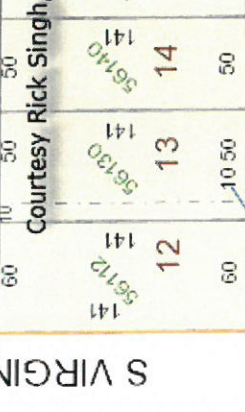
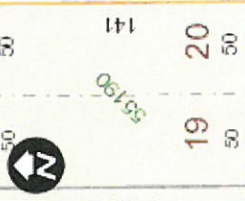
Property Disposal Process: Because this property is located within the CRA, it is required to be advertised through a Notice of Disposal process. The City also intends to utilize our broker to list the property for wider notice of its availability. Based upon a review of the offers and the development proposals, the staff and city's broker will advise the City Commission on acceptance of any offer. The City's Charter also requires an Ordinance to be adopted for the sale of any city property so that the public can comment on that proposed action. While economic return is an important factor, it is not a 'highest bid' and the City Commission may choose an offer based both upon price and the prospective development proposal. In order to get that process started and to provide a framework for offers, the property needs to be designated for other than just a municipal use.

Alternative Uses: There are alternative uses that have been proposed for this property to remain in city ownership and be used as a park or community garden or bike trailhead or a combination of all of those. That decision is for the City Commission and if that is the case then the zoning does not need to change. The question for the Planning Board is a recommendation on the most appropriate zoning if the land is to be sold. Thus staff is suggesting that the recommendation from P&Z be qualified just as staff is suggesting below.

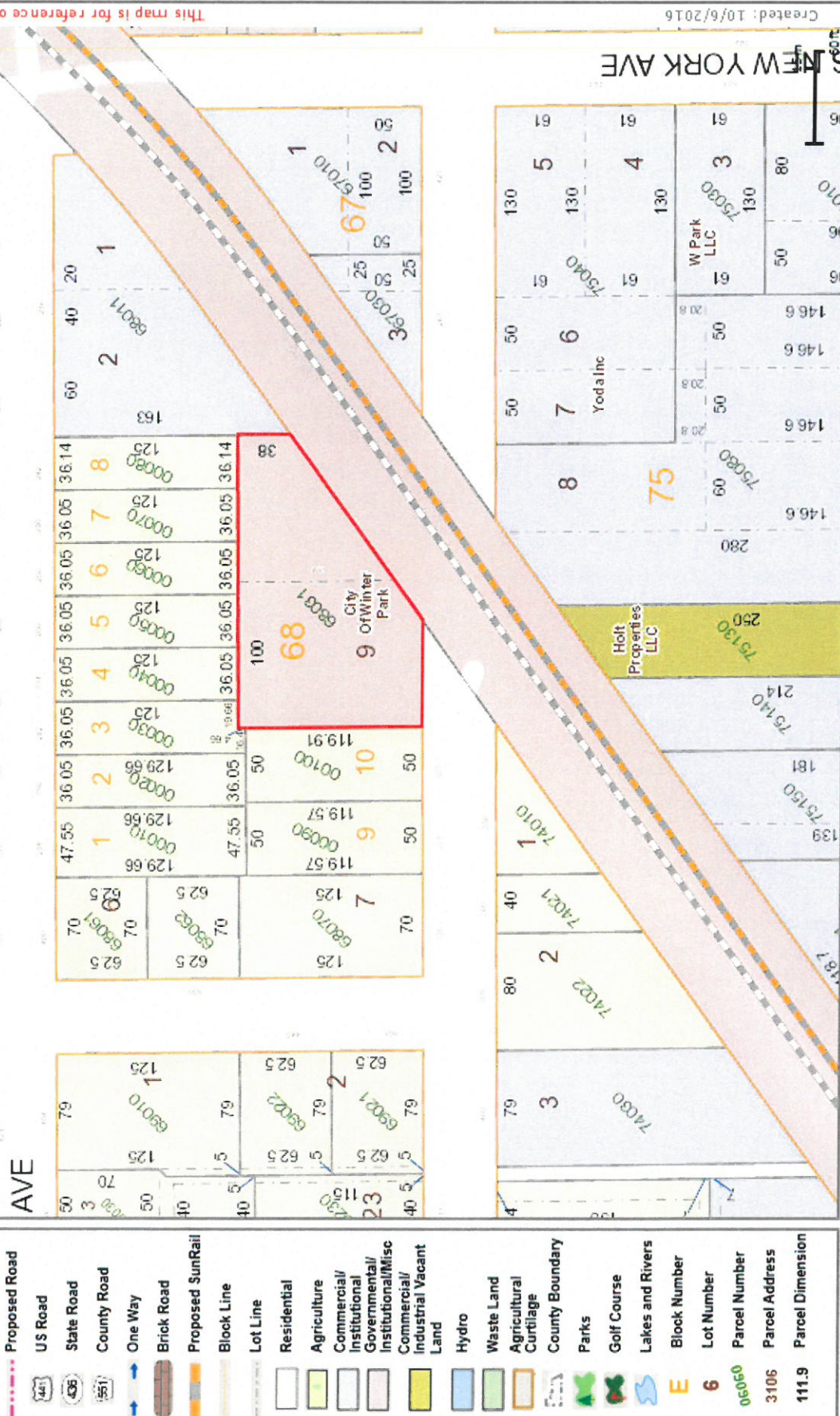
If the City Commission decides to sell the Blake Yard property then the Staff Recommendation is as follows:

- 1. APPROVAL of the request to change the Comprehensive Plan future land use designation to Low Density Residential at 301 West Comstock Avenue;**
- 2. APPROVAL of the change of Zoning on the same property to Low Density Residential (R-2).**

- Florida turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road
- State Road
- County Road
- One Way
- Brick Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional/Governmental/Institutional/Misc
- Commercial/Industrial/Vacant Land
- Hydro
- Waste Land
- Agricultural Curtilage
- County Boundary
- Parks
- Golf Course
- Lakes and Rivers
- Block Number
- Lot Number
- Parcel Number
- Parcel Address
- Parcel Dimension



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



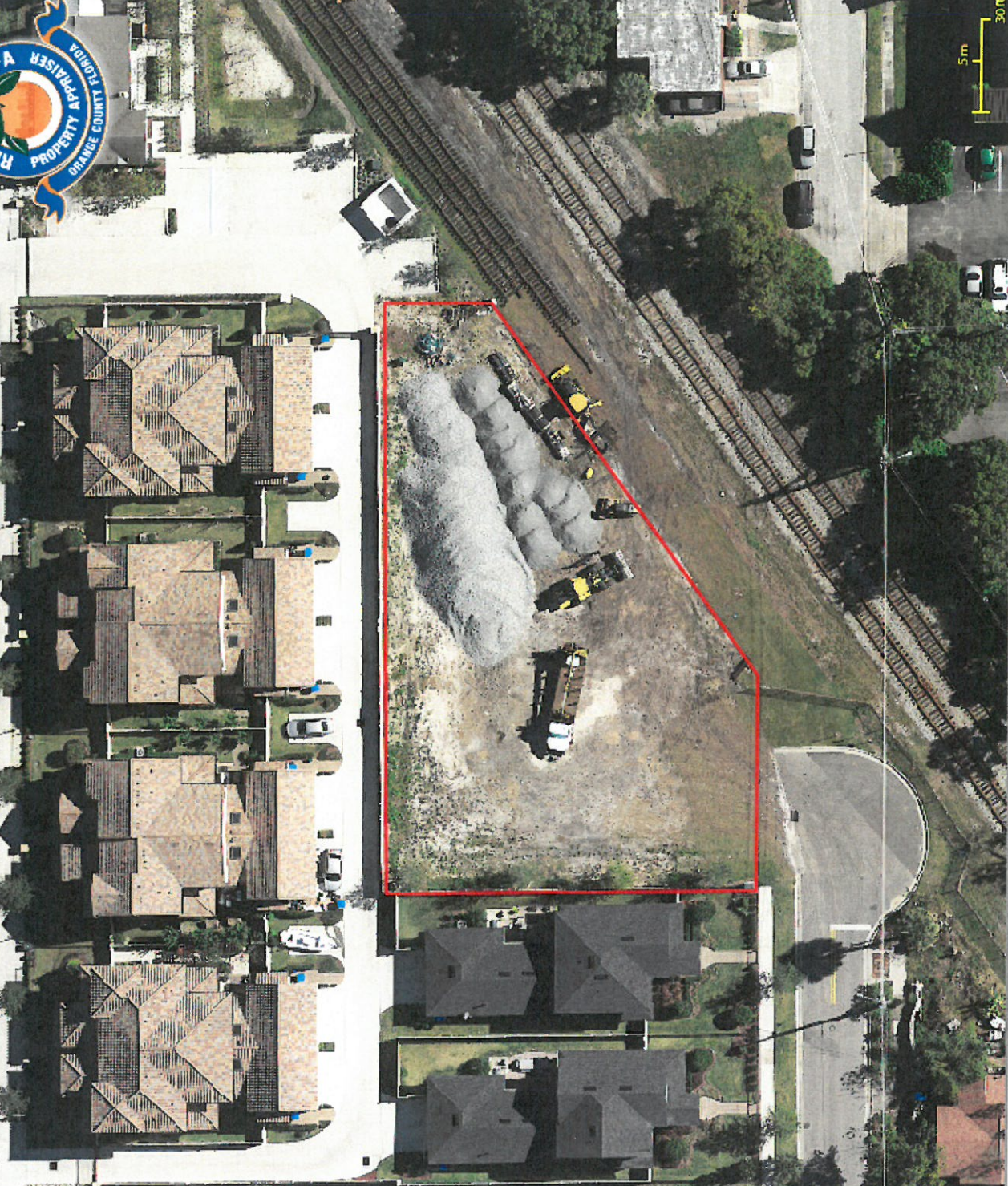
Created: 10/6/2016

- Florida turnpike
- Interstate 4
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E
6
06060
3106
111.9



Courtesy Rick Singh, CFA, Orange County Property Appraiser

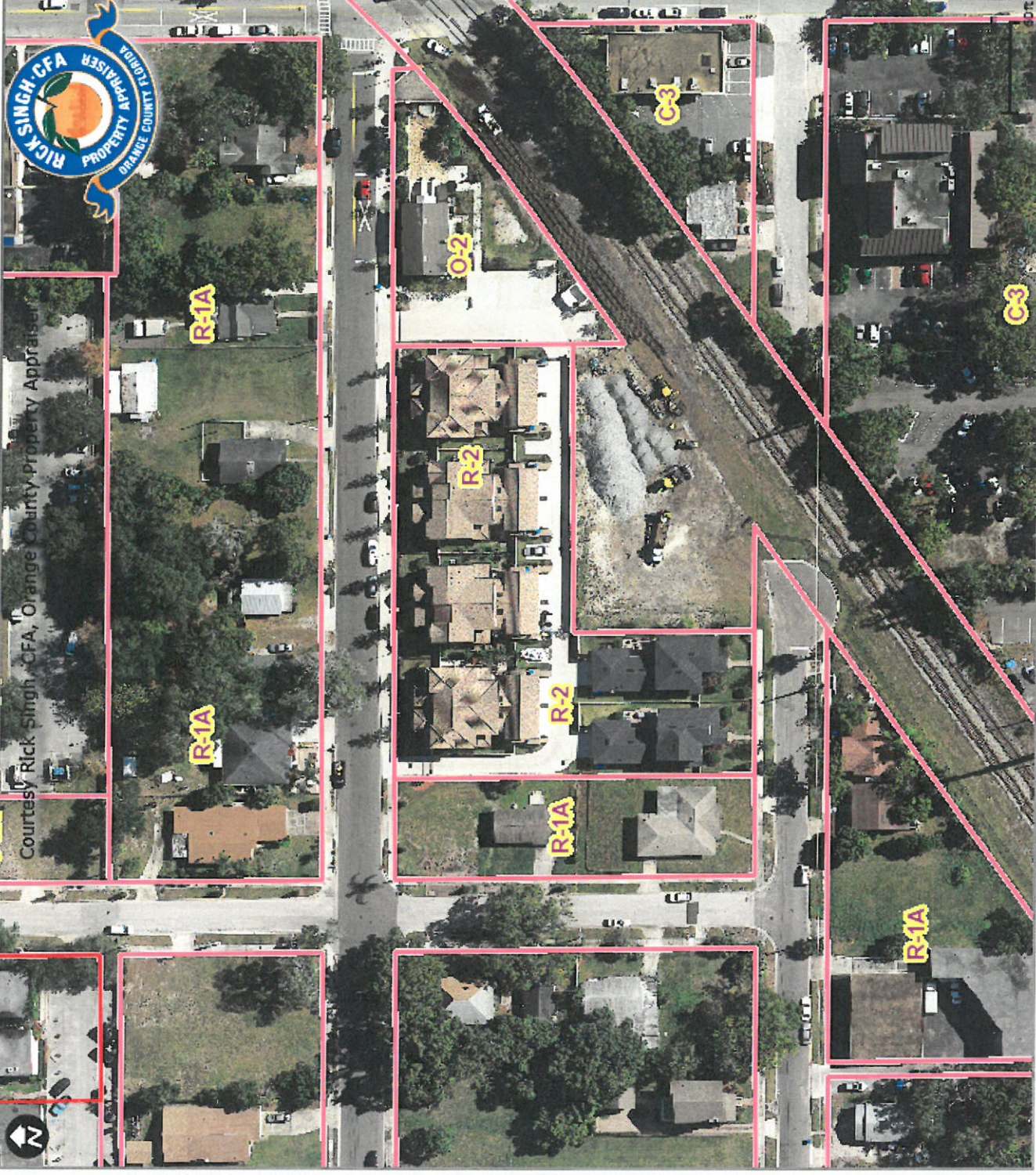


5 m
30 ft

Created: 10/19/2016

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

- Florida turnpike
- Interstate 4
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Courtesy Rick Singh, CFA, Orange County Property Appraiser

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

Created: 10/24/2016