



# Development Review Committee Regular Meeting

## Agenda

**December 20, 2023 @ 3:00 PM**

City Hall Commission Chambers  
401 S. Park Avenue

### welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at [cityofwinterpark.org/meetings/](http://cityofwinterpark.org/meetings/) and include virtual meeting instructions.

### assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

### please note

Times are projected and subject to change.

**1. Call to Order**

**2. Consent Agenda**

- a. Approve the minutes of October 19, 2022. 1 minute

**3. Public Comments (for items not on the agenda): Three minutes allowed for each speaker**

**4. Public Hearings (Public participation and comment on these matters must be in person.)**

- a. Request of Benjamin Partners, LTD for Development Plan Approval to reconfigure the parking lot at 1136 Benjamin Avenue within Block H to shift the parking lot westward. The reconfiguration results in a loss of 15 parking spaces. 10 minutes
- b. Request of Benjamin Partners, LTD for Development Plan Approval to construct a two-story, 16,022-square foot building with three (3) drive-thru lanes and an ATM, for Bank OZK at 1231 Kindel Avenue, with an attached enclosed pedestrian bridge to access to the proposed parking garage to the west of the site. 15 minutes
- c. Request of Benjamin Partners, LTD for Development Plan Approval to construct a 483-space parking garage with 12,041-square feet of liner retail/commercial space, at the southwest corner of Benjamin Avenue and Morgan Stanley Avenue, within the Ravaudage Planned Development. 15 minutes

**5. Staff Updates**

**6. Board Comments**

**7. Adjournment**



# Development Review Committee

# agenda item

**item type**

Consent Agenda

**meeting date**

December 20, 2023

**prepared by****approved by**

Mary Bush, Administrative Coordinator III

**subject**

Approve the minutes of October 19, 2022.

**motion | recommendation****background****strategic objectives****alternatives | other considerations****fiscal impact****attachments**

1. Draft Development Review Committee Regular Meeting Minutes 10.19.22



# Development Review Committee Regular Meeting Minutes

October 19, 2022 at 9:00 a.m.

City Hall | Commission Chambers  
401 S. Park Ave. | Winter Park, Florida

## Present

Voting Members Present: Senior Planner, John Harbilas; Director of Parks & Recreation Jason Seeley; Assistant City Manager, Michelle del Valle; Assistant Building Official, Ashley Ong; and Director of Public Works, Charles Ramdatt. Absent: Building & Permitting Services Director, Gary Hiatt and Assistant Director of Public Works Don Marcotte. Also present: City Attorney, J. Giffin Chumley. Staff Present: Assistant Planning & Transportation Director, Allison McGillis; and Recording Secretary, Mary Bush.

## (1) Call to Order

Senior Planner, John Harbilas called the meeting to order at 9:02 a.m. in the Commission Chambers of City Hall.

## (2) Consent Agenda

### 1. Approval of minutes

Motion made by Michelle del Valle, seconded by Jason Seeley to approve the April 26, 2022 meeting minutes.

Motion carried unanimously with a 5-0 vote. (Ashley Ong sat in for Gary Hiatt and Charles Ramdatt sat in for Don Marcotte who were not present for the meeting.)

## (3) Public Comments (for items not on Agenda)

No one from the public wished to speak. The public hearing was closed.

## (4) Public Hearings

- **Request of Life Time Fitness for:** Development plan approval to construct a two-story, 90,000-square foot Life Time athletic resort with amenities and a 508-stall parking garage, located at 1225 Bennett Avenue, within the Ravaudage Planned Development.

Mrs. McGillis provided a brief presentation of the item. She presented aerial views, site plans, and elevations for the project. She noted that the fitness facility would have a building access off of Bennett Avenue, which would be for the facility's members only. She added that a secondary access would be off Monroe Avenue for trash pickup. She also noted that the plans include a parking garage with over 500 spaces and a few parallel parking spaces on Bennett Avenue. She then mentioned some of the services and amenities that the facility would provide such as swimming pools, pickle ball courts, water slides, fitness classes, basketball courts, chiropractors, and a daycare. Mrs. McGillis went on to discuss the site plans for the facility, the architecture for the building, and the details of the parking garage. She noted that the facility would mimic a Life Time Fitness facility located in Scottsdale, AZ. She then indicated that there is a fifteen-foot strip of privately owned property between the applicant's property and the Monroe Avenue street frontage that is not owned by the applicant or the master developer for the Ravaudage Planned Development. She further indicated that there will be a lift station in this northwest corner of the property that the City will be accessing off Monroe Avenue so the applicant will utilize this access as well for trash pickup. She added that if the access is ever lost in the future, the applicant will move the access for trash pickup within the parking garage off Bennett Avenue. Mrs. McGillis explained that staff recommended a condition that alternating five-inch caliper magnolia trees and four-inch caliper Japanese blueberry trees be placed within the fifteen foot setback between the parking garage and the adjacent Park Green Townhomes to screen the parking garage from the townhomes.

Staff recommendation was for approval with the following conditions:

- That there be landscape screening for the length of the parking garage within the 15-foot setback. The landscaping shall include alternating five-inch caliper magnolia trees and four-inch caliper Japanese blueberry trees. The spacing can be determined at the time of the building permit with Urban Forestry.
- That 22 spaces are accommodated with charging stations in the parking garage.
- That the project incorporates the required bicycle parking spaces per Orange County codes.
- That if access off Monroe Avenue to the trash dumpster enclosure is ever lost, that the applicant utilizes the alternate parking garage design provided with their application materials to move their trash dumpster within the parking garage.
- That any back of house items like the electric meter connections, transformer/switch gear, metering, etc. be effectively screened from Bennett and Monroe Avenues.
- That a Certificate of Occupancy cannot be issued for this project until the Bennett Avenue improvements are completed, excluding the traffic signal, unless it is warranted.

Discussion ensued with the Board regarding the requirements for the electric vehicle (EV) charging stations, whether or not the spaces for the charging stations would be paved, the status of the Bennett Avenue improvements, whether or not the parking garage would be sprinkled, the owner of the noted fifteen-foot strip of private property, whether or not the Department of Transportation (DOT) consented to install a traffic signal for the area, and how the applicant would be allowed to access the fifteen-foot strip of private property.

The applicant's representative, Dan Bellows addressed the Board and noted that the applicant was currently out of pocket in excess of five million dollars and any rebates from the City for roadway work and the public right-of-way (ROW). He noted that he has a development order for the Ravaudage Planned Development that follows Orange County rules. He then indicated that he has written confirmation from the Orange County building department and the planning manager that charging stations are not required. He expressed that requiring 22 charging stations is excessive and he wanted the condition to be removed. Mr. Bellows also expressed that he was not in agreement with the condition regarding the Certificate of Occupancy not being issued for the project until the Bennett Avenue improvements are completed. He then noted that he has at no charge provided an easement to the City for the lift station access and agrees with sharing the same access for the applicant's trash pickup.

Brief discussion ensued regarding if there were any EV charging stations already included in the applicant's plans and the length of time it takes to fully charge an electric vehicle.

The applicant's Development Manager, Scott Ferguson addressed the Board and expressed that he agreed with Mr. Bellows regarding the EV charging stations. Brief discussion ensued regarding a compromise for the EV charging station requirement. The Board asked Mr. Ferguson to propose an EV charging station plan. Mr. Ferguson proposed plumbing the parking garage to accept ten charging stations and then explore the relationships with the electric providers during the development process. Mrs. McGillis clarified that the requirement was not for 22 individual charging facilities, so the applicant could install 10 two-pole charging facilities to satisfy the requirement. Mr. Ferguson then indicated that the ability to charge 22 electric vehicles could be accommodated. He then provided the Board with a brief background and overview of the project.

Further discussion ensued regarding clarification of the medical services that would be provided at the facility, the height of the parking garage, and how the alternative dumpster location would work.

Discussion then continued regarding whether or not the Board was in favor of the applicant laying infrastructure to accommodate 22 EV charging stations and only installing four poles as a part of the initial development.

No one from the public wished to speak. The public hearing was closed.

**Motion made by Michelle del Valle, seconded by Ashley Ong for development plan approval to construct a two-story, 90,000-square foot Life Time athletic resort with amenities and a 508-stall parking garage, located at 1225 Bennett Avenue, within the Ravaudage Planned Development, subject to the following conditions listed in the staff report:**

1. That there be landscape screening for the length of the parking garage within the 15-foot setback. The landscaping shall include alternating five-inch caliper magnolia trees and four-inch

caliper Japanese blueberry trees. The spacing can be determined at the time of the building permit with Urban Forestry.

2. That during construction, 22 spaces within the parking garage are accommodated with the electrical capacity and buried raceway necessary to accommodate the hardwire installation for, at the minimum, a Level-2 vehicle charging station, and that prior to a Certificate of Occupancy, 4 of the 22 spaces must be equipped with an actual Level 2 charging station.
3. That the project incorporates the required bicycle parking spaces per Orange County codes.
4. That if access off Monroe Avenue to the trash dumpster enclosure is ever lost, that the applicant utilizes the alternate parking garage design provided with their application materials to move their trash dumpster within the parking garage.
5. That any back of house items like the electric meter connections, transformer/switch gear, metering, etc. be effectively screened from Bennett and Monroe Avenues.
6. That a Certificate of Occupancy cannot be issued for this project until the Bennett Avenue improvements are completed, excluding the traffic signal unless it is warranted.

Motion unanimously carried with a 5-0 vote.

#### **(5) Action Items**

No action items.

#### **(6) Non-Action Items**

No non-action items.

#### **(7) Staff Updates**

No staff updates.

#### **(8) Board Comments**

No Board comments.

#### **(9) Upcoming Agenda Items**

No upcoming agenda items.

#### **(10) Adjournment**

There was no further business. Meeting Adjourned at 9:37 a.m.

/s/ Recording Secretary Mary Bush



# Development Review Committee

# agenda item

## item type

Public Hearings (Public participation and comment on these matters must be in person.)

## meeting date

December 20, 2023

## prepared by

Allison McGillis, Assistant Director of Planning and Zoning

## approved by

Mary Bush, Administrative Coordinator III

## subject

Request of Benjamin Partners, LTD for Development Plan Approval to reconfigure the parking lot at 1136 Benjamin Avenue within Block H to shift the parking lot westward. The reconfiguration results in a loss of 15 parking spaces.

## motion | recommendation

Staff recommendation is for approval with the following condition:

That a maximum of ten (10) continuous parking spaces shall be permitted without a landscape break. The landscape break shall be a minimum of eight (8) feet in length and eight (8) feet in width and include one (1) shade tree of an acceptable species. Landscape breaks that are head-to-head and are eight (8) feet by sixteen (16) feet shall require two (2) shade trees. The shade tree shall be a minimum of ten (10) feet in height with a three-inch caliper. As an alternative, landscaped seven-foot wide center medians located between all lineal rows of parking which face head-to-head may be provided, with one (1) shade tree provided per sixty (60) lineal feet of median.

## background

The applicant, master developer for the Ravaudage Planned Development (PD), is requesting development plan approval to reconfigure the parking lot at 1136 Benjamin Avenue within Block H to shift the parking lot to the west. The reconfiguration results in a loss of 15 parking spaces, and will result in a total of 61 regular spaces and three (3) handicapped spaces. The reconfiguration is needed to accommodate the future construction of a building to the east, that will front on Orlando Avenue.

In terms of landscaping, there are multiple locations shown on the site plan where there are more than ten (10) spaces in a row without a code compliant landscape island. When this parking lot was originally approved in 2015, there was an understanding that this lot was a temporary parking lot, and a parking garage was going to be built in its place. Since it now appears that this parking lot is no longer temporary, staff is recommending that the parking lot come into compliance with Orange County's parking lot landscape requirements for the size of

the landscape islands copied below.

A maximum of ten (10) continuous parking spaces shall be permitted without a landscape break. The landscape break shall be a minimum of eight (8) feet in length and eight (8) feet in width and include one (1) shade tree of an acceptable species. Landscape breaks that are head-to-head and are eight (8) feet by sixteen (16) feet shall require two (2) shade trees. The shade tree shall be a minimum of ten (10) feet in height with a three-inch caliper. As an alternative, landscaped seven-foot wide center medians located between all lineal rows of parking which face head-to-head may be provided, with one (1) shade tree provided per sixty (60) lineal feet of median.

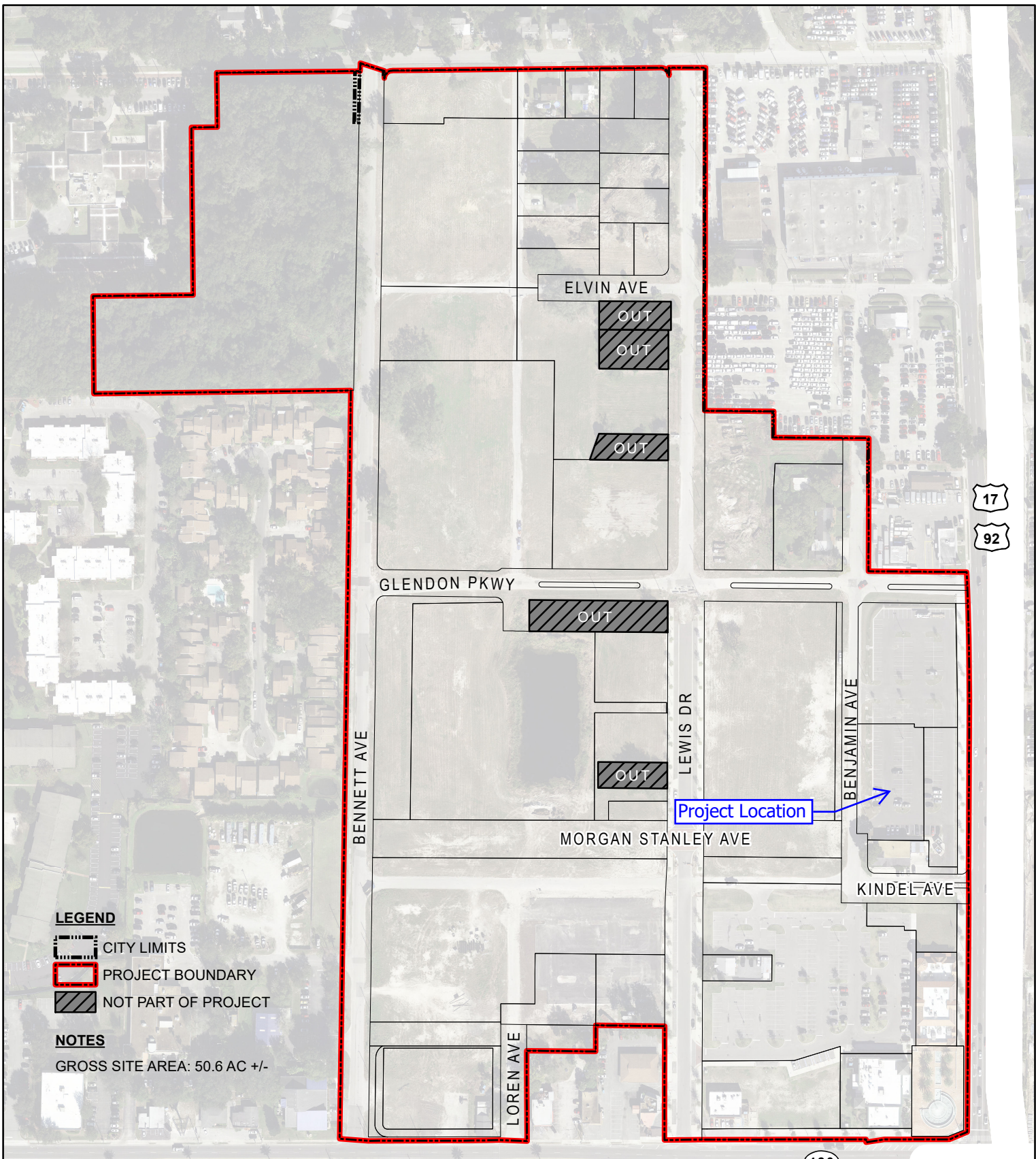
## **strategic objectives**

## **alternatives | other considerations**




## **fiscal impact**

## **attachments**

1. Project Location Map
2. Updated 1136 Benjamin Surface parking lot DRC applicaiton 12.20.2023



**LEGEND**

-  CITY LIMITS
-  PROJECT BOUNDARY
-  NOT PART OF PROJECT

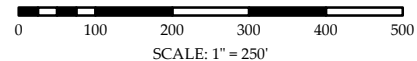
**NOTES**

GROSS SITE AREA: 50.6 AC +/-



**RAVAUDAGE  
LAND USE PLAN  
WINTER PARK, FLORIDA**

**SHEET A-1  
PROJECT LOCATION**



# DRC Meeting Application



who to contact

**Jeff Briggs, Planning Manager**  
jbriggs@cityofwinterpark.org

ph 407.599.3440 ◊ fax 407.599.3499  
401 S. Park Ave. ◊ Winter Park, FL 32789

Submittal Date: 11-30-2023

DRC Date: 12-20-2023

Project Name: 1136 Benjamin Ave surface parking Lot modification

Project Address: 1136 Benjamin Ave Winter Park, FL

**Request Type:**

- Preliminary Review Item
- Change Determination
- Appeal/Staff Determination
- Extension

**Sponsoring Division:**

- Development Engineering
- EPD
- Planning
- Zoning

**Forms:**

- Agent Authorization
- Project Expenditure Report
- Relationship Disclosure Form
- SB1752 Permit Extension Form

**Project Type:**

- Land Use Plan/ Amendment
- Preliminary Subdivision Plan
- Development Plan

**PLEASE SPECIFY BELOW, IN DETAIL, YOUR REQUEST FOR CONSIDERATION BY THE DRC**  
( OR ATTACH LETTER)

modification of existing surface parking lot to shift entire parking layout west as reflected on the attached sheet - "C". RETAINING 59 regular parking spaces! Adds 3 HC spaces, = 62

Contact Name: DAN Bellows Phone: 407-620-3005 Email: w1454@aol.com

**Fee Payment Schedule**

All change determination/ preliminary review fees are paid to the Planning Department located on the second floor of City Hall, 421 S. Park Avenue, Winter Park, FL 32789. All Checks are made payable to City of Winter Park.

**Change Determination—PD Land Use Plans—\$1,190.00**

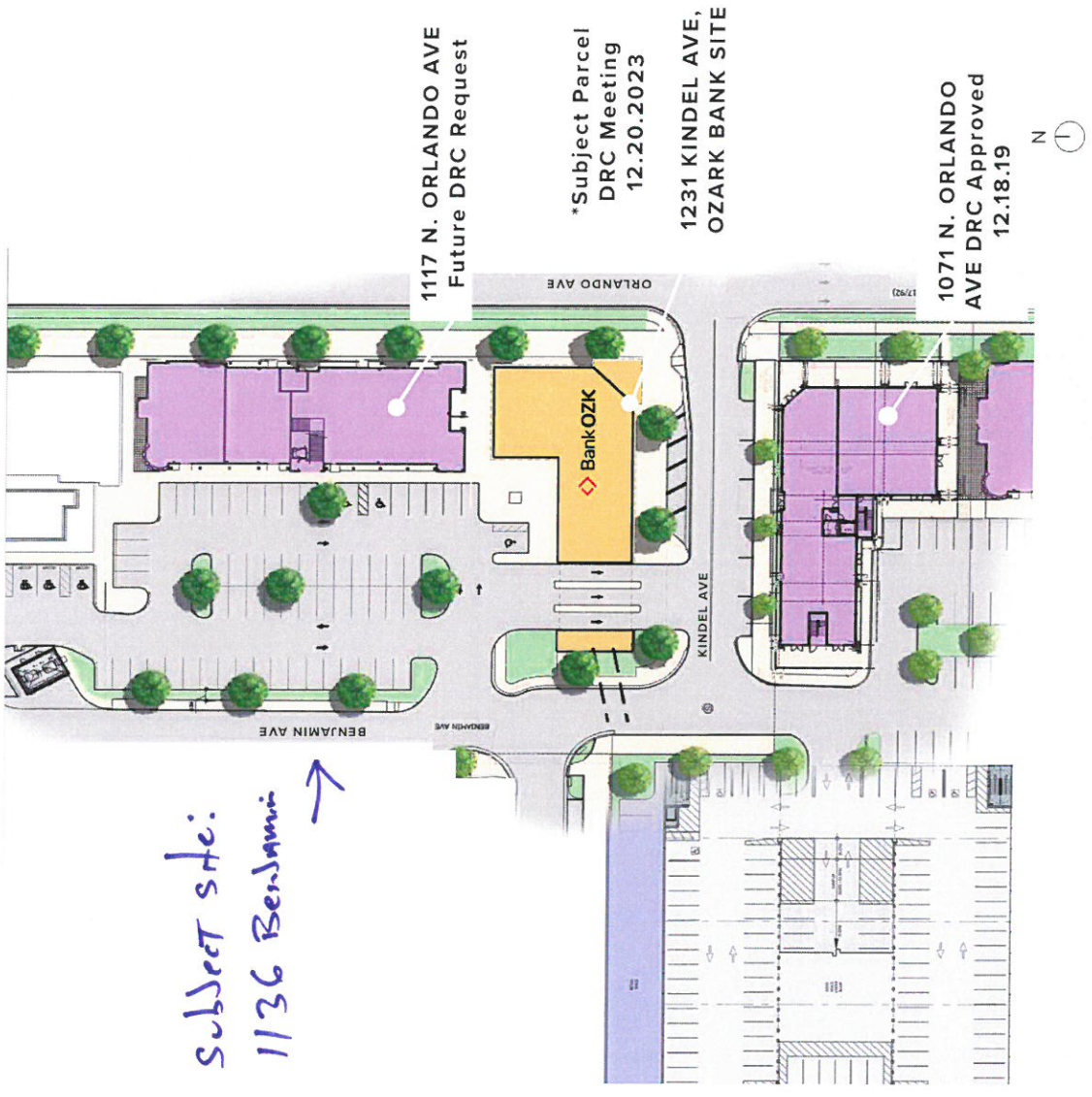
**Change Determination—Preliminary Subdivision/ Development Plans—#358.00**

**Appeal/ Extension/ Preliminary Review Item/ Staff Discussion—\$137.00**

**REQUIRED BACKUP MATERIALS**

Please consult with staff at the required pre-application conference.

Ten (10) copies of the meeting application and all required backup materials.

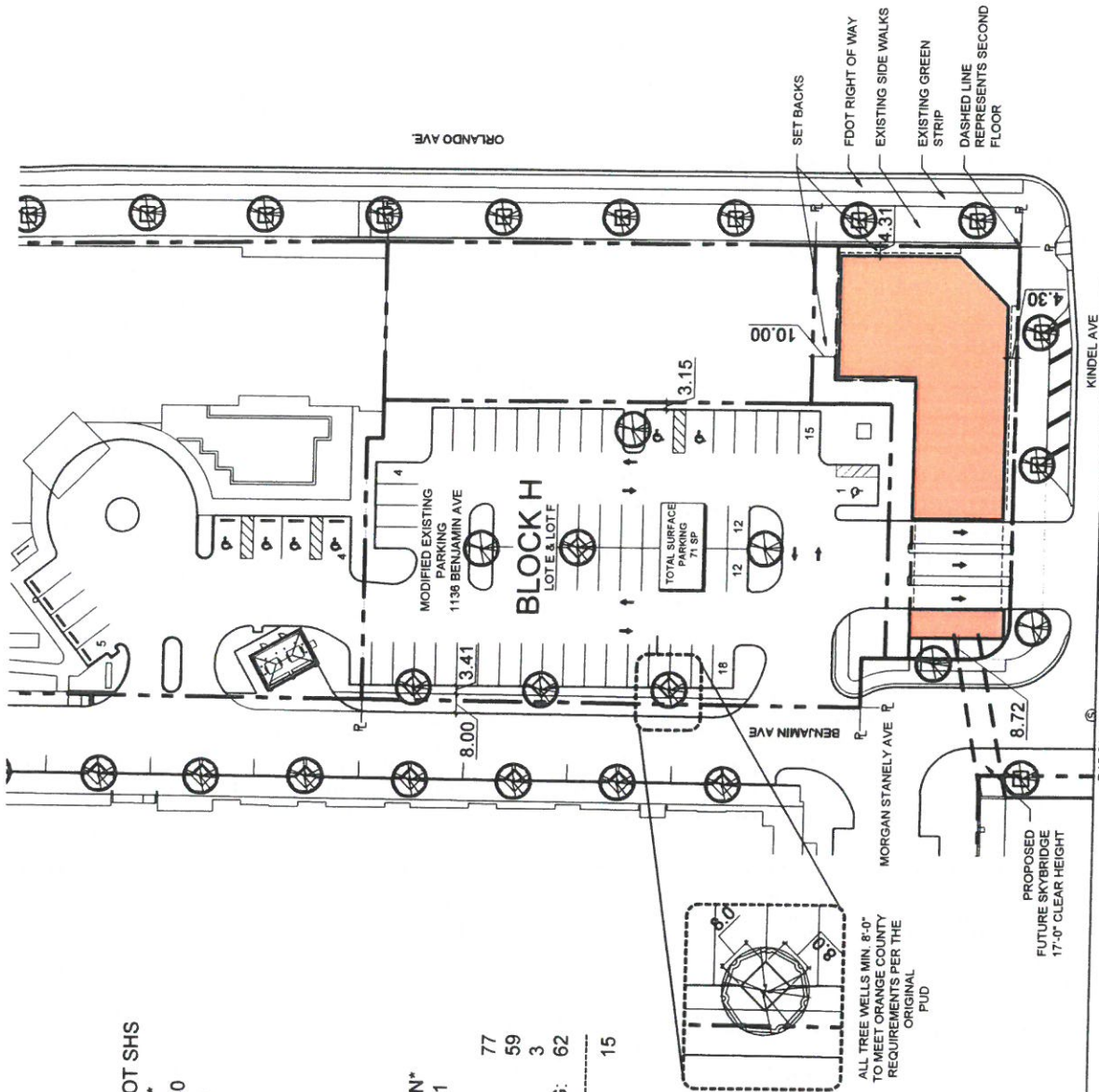


subject site:  
1136 Benjamin →

**SITE DATA**

SITE ADDRESS:  
 1127 N. ORLANDO AVE - MARRIOTT SHS  
 \*EXISTING NO MODIFICATIONS\*  
 PARCEL ID: 01-22-29-3712-08-080  
 SITE AREA: 44,300 SF = 1.02 AC  
 EXISTING PARKING:  
 STANDARD 5  
 HANDICAP 4  
 -----  
 TOTAL 9

SITE ADDRESS:  
 1136 BENJAMIN AVE  
 \*SUBJECT OF DRC APPLICATION\*  
 PARCEL ID: 01-22-29-3712-08-021  
 SITE AREA: 27,445 SF = 0.63 AC  
 EXISTING PARKING:  
 STANDARD 77  
 HANDICAP 59  
 3  
 PROPOSED MODIFIED PARKING: 62  
 -----  
 NET LOSS 15



RAVAUDAGE PARK EXHIBIT 1

12.20.23

DISCLAIMER

Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACI provides no warranty to the accurateness of the presented drawings without a certified survey.

ACI Architects  
 955 N. Pennsylvania Ave.  
 Winter Park, FL 32789

P: 407.740.8405  
 www.acistudios.com  
 FL Reg. AA0002940



DRC RAVAUDAGE PARKING TRACKER

APPROVED DEVELOPMENT PRODUCT	SQUARE FOOTAGE SEAT COUNT KEY COUNT	CODE REQUIRED PARKING	Provided LOCATION			Location			IF Proposed	
			Parking	Parking	Parking	Counts	Counts	Counts	Future Garage	Future surface
MILLERS ALE HOUSE 1251 Lee Rd	300 SEATS	75 >	Blocks A,B & C	Block A & B	Block C	Block H	Block K	Block	483	164 + 71
HILTON GARDEN INN 1275 Lee Road	102 KEYS /1.5 276 sq ft	68 SEATS /4 3	Blocks A,B & C	Block A & B	Block C	Block H	Block K	Block	McCallister Garage	Block A & B
GARDENS AT RAVAUDAGE 1035 N. Orlando ave	330 SEATS /4 3140 sq ft medical 3548 sq ft	83 SEATS /200 16 /300 12	Blocks A,B & C	Block A & B	Block C	Block H	Block K	Block	60	36
APPROVED MIXED USE BLDG 1071 N. Orlando ave	7381 sq ft RETAIL /200 or 200 SEATS /4 6725 sq ft OFFICE /300 4 units APTS X 2	111 > 51 SEATS /4 22 OFFICE /300 8	Blocks A,B & C	Block A & B	Block C	Block H	Block K	Block	80	31
BANK OZK 1231 Kindel Ave	14,101 sq ft OFFICE 4/1000	56 >	Blocks A,B & C	Block A & B	Block C	Block H	Block K	Block	74	6
			Block H	Block A & B	Block C	Block H	Block K	Block	43	11

PROPOSED McCALLISTER 1001 N Orlando ave	12,041	sq ft	RETAIL	*48	*Future Garage A & B	Block	Block	Block	Block	Block	McCallister *Garage A & B
						A & B	C	H	K		
					0	0	0	0	0	0	48
FUTURE HOTEL KEYS 1117 N. Orlando Ave	40	HOTEL	KEYS /1.5	*29	*Future Garage A & B	Block A & B	Block C	Block H	Block K	Block A & B	McCallister *Garage A & B
					0	0	0	0	0	0	29
MARRIOTT SHS 1127 N. Orlando ave	126	HOTEL	KEYS /1.5	9		Block A & B	Block C	Block H	Block K	Block A & B	McCallister *Garage A & B
					75						
					84						
BAINBRIDGE APTS 1400 Morgan Stanley	123		APTS X 1.5	184	On site	Block A & B	Block C	Block H	Block K	Block A & B	McCallister *Garage H
	140		APTS X 2	280	Garage	49	0	15	20	62	24
	15		APTS X 2	30	self parked	323	88	71	20	196	383
	278			494	502						
JUNO APTS 1305 Morgan Stanley	138		APTS X 1.5	207	On site						
	98		APTS X 2	196	Garage						
	32		APTS X 2	64	self parked						
	268			467	472						
BRANNON CONSTRUCTION 1007 Lewis Drive	3,256	sq ft	OFFICE /250	8	on site						
				5	on street						
				13							
WATERCREST ASSISTED LIVING 1501 Glendon Parkway	107		BEDS	47	on site						
				7	on street						
				54							

\*If garage is built and using Yellow column counts. Entire Block C and K parking lots available.

Total  
254

TSO SELFSTORAGE  
1201 Lewis Drive

25 on site  
14 on street  
39

STORCON SELFSTORAGE  
1561 Lee Road

95,580 sq ft

16 on site  
6 on street  
22

To date 12.20.2023  
approved on street

32

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)

Sheet - "D"

1136 Benjamin Ave Parcel

**DESCRIPTION:**

A PORTION OF LOTS 2 THROUGH 6, BLOCK 'H', TOGETHER WITH A VACATED PORTION OF BENJAMIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 87.07 FEET; THENCE N00°02'07"W, A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING; THENCE N89°50'56"W, A DISTANCE OF 106.42 FEET; THENCE N00°00'50"W, A DISTANCE OF 10.16 FEET; THENCE N90°00'00"W, A DISTANCE OF 20.75 FEET; THENCE N00°26'55"E, A DISTANCE OF 210.75 FEET; THENCE N89°57'53"E, A DISTANCE OF 109.41 FEET; THENCE S00°02'07"E, A DISTANCE OF 6.72 FEET; THENCE N89°57'53"E, A DISTANCE OF 15.98 FEET; THENCE S00°02'07"E, A DISTANCE OF 214.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.63 ACRES (27,606 SQUARE FEET) MORE OR LESS.

**SURVEYOR'S NOTES:**

1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. Bearings shown hereon are assumed relative to the southern right of way line of Kindel Avenue; said bearing being N89°50'56"W.
3. This is not a survey.

\\SERVER\Projects\Ravauddage - Block H\dwg\E\_S00.dwg

SHEET 1 OF 2

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276

302 Live Oaks Boulevard  
 Casselberry, Florida 32707  
 P. (407) 647-7346  
 F. (407) 982-7166

Survey@HLSM.US

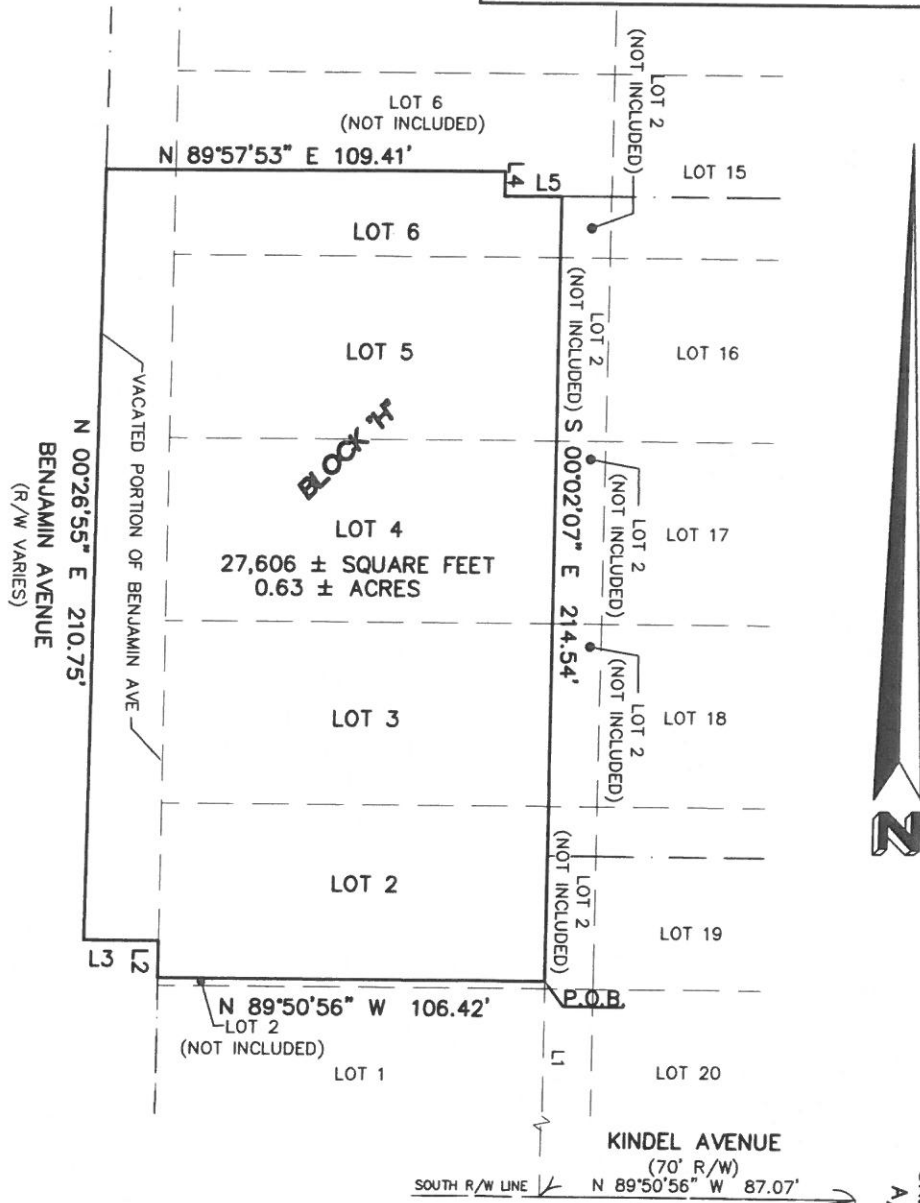
Job No: N-382  
 Date: 10/09/23  
 Drawn By: JJR  
 Scale: 1"=30'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 55676

*William F. Menard*

William F. Menard  
 Professional Surveyor & Mapper  
 Florida Registration #5625

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



**LEGEND:**

A/K/A ALSO KNOWN AS  
 NO. NUMBER  
 ORB OFFICIAL RECORD BOOK  
 PG PAGE  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT  
 R/W RIGHT-OF-WAY  
 S.R. STATE ROAD

LINE	BEARING	LENGTH
L1	N00°02'07"W	122.00'
L2	N00°00'50"W	10.16'
L3	N90°00'00"W	20.75'
L4	S00°02'07"E	6.72'
L5	N89°57'53"E	15.98'

KINDEL AVENUE  
(70' R/W)  
 N 89°50'56" W 87.07'

**P.O.C.**  
 INTERSECTION OF WEST  
 LINE OF STATE ROAD NO.  
 15 & 600 AND THE  
 SOUTH LINE OF KINDEL  
 AVENUE (PER FLORIDA  
 DEPARTMENT OF  
 TRANSPORTATION RIGHT  
 OF WAY MAP, SECTION  
 NO. 75030-2205 &  
 75030-2502, SHEET 2 OF  
 5, DATED 12-4-1959)

ORLANDO AVENUE/17-92  
 A/K/A S.R. 15 & 600  
 (106' R/W)

\\SERVER\Projects\Reavoudage - Block H\diag\F 500.dwg

SHEET 2 OF 2

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276  
 302 Live Oaks Boulevard  
 Casselberry, Florida 32707  
 P. (407) 647-7346  
 Survey@HLSM.US

Job No: N-382  
 Date: 10/09/23  
 Drawn By: JJR  
 Scale: 1"=30'

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

SEE SHEET 1 OF 2  
 FOR SIGNATURE & SEAL



# Development Review Committee

# agenda item

**item type**

Public Hearings (Public participation and comment on these matters must be in person.)

**meeting date**

December 20, 2023

**prepared by**

Allison McGillis, Assistant Director of Planning and Zoning

**approved by****subject**

Request of Benjamin Partners, LTD for Development Plan Approval to construct a two-story, 16,022-square foot building with three (3) drive-thru lanes and an ATM, for Bank OZK at 1231 Kindel Avenue, with an attached enclosed pedestrian bridge to access to the proposed parking garage to the west of the site.

**motion | recommendation**

Staff recommendation is for approval with the following conditions:

1. That the project incorporates the required bicycle parking spaces per Orange County codes.
2. That any back of house items like the electric meter connections, transformer/switch gear, metering, rooftop mechanical equipment, etc. be effectively screened from the rights-of-way surrounding the site.

**background**

The applicant, master developer for the Ravaudage Planned Development (PD), is requesting development plan approval to construct a two-story, 16,022-square foot building with three (3) drive-thru lanes and an ATM for Bank OZK, located at 1231 Kindel Avenue, within the Ravaudage PD.

This property is located along the Kindel and Orlando Avenue frontage, along the eastern border of the PD. The area of the property is approximately 0.26 acres. The proposed building and drive-thru lanes will be accessible via the Block H parking lot, which is located behind the proposed building. The 16,22-square foot building will be two stories, and measure 39 feet to the top of the parapet. This height is consistent with the PD allowances.

In terms of parking, 14,101-square feet of area is measured for parking purposes, the remaining 1,921-square feet are part of the drive-thru lanes and do not require parking spaces. The total required parking spaces per Code is 56. The required parking will be provided via the parking lot to the north within Block H, or within the proposed parking garage

to the west of this property. As part of this request, the applicant is proposing an enclosed pedestrian bridge to connect this building to the proposed parking garage to the west of this property, and will span across Benjamin Avenue to create the connection as shown in the attached plans. There will be 17 feet of vertical clearance under the bridge which meets the minimum standards for a pedestrian bridge. In order to build this bridge, the request must go on to the City Commission for final approval after recommendation from DRC. Attached is the proposed encroachment agreement.

Overall, the project meets the requirements of the Ravaudage PD Development Order.

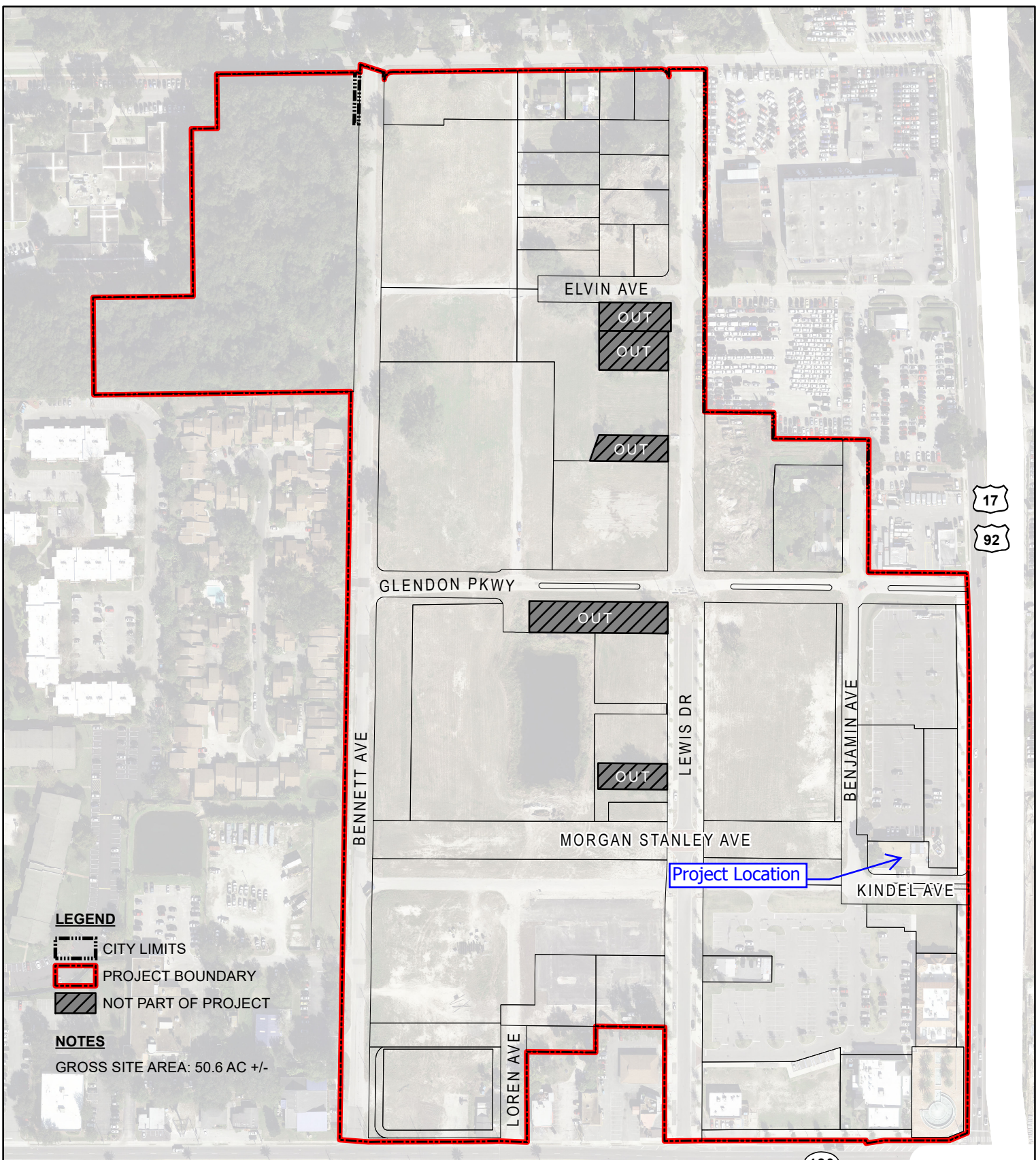
## **strategic objectives**

## **alternatives | other considerations**




## **fiscal impact**

## **attachments**

1. Project Location Map
2. 1231 Kindel ave Bank OZK DRC Application Package\_Clean MB
3. Right of Way Encroachment Agreement 12-13-2023



**LEGEND**

-  CITY LIMITS
-  PROJECT BOUNDARY
-  NOT PART OF PROJECT

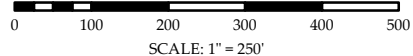
**NOTES**

GROSS SITE AREA: 50.6 AC +/-



**RAVAUDAGE  
LAND USE PLAN  
WINTER PARK, FLORIDA**

**SHEET A-1  
PROJECT LOCATION**



# DRC Meeting Application



**who to contact**

**Jeff Briggs, Planning Manager**  
jbriggs@cityofwinterpark.org

ph 407.599.3440 ◇ fax 407.599.3499  
401 S. Park Ave. ◇ Winter Park, FL 32789

**Submittal Date:** 11-30-2023

**DRC Date:** 12-20-2023

**Project Name:** BANK OZK

**Project Address:** 1231 KINDEL AVE WINTER PARK, FL 32789

**Request Type:**

**Sponsoring Division:**

**Forms:**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Preliminary Review Item | <input type="checkbox"/> Development Engineering | <input type="checkbox"/> Agent Authorization          |
| <input type="checkbox"/> Change Determination               | <input type="checkbox"/> EPD                     | <input type="checkbox"/> Project Expenditure Report   |
| <input type="checkbox"/> Appeal/Staff Determination         | <input checked="" type="checkbox"/> Planning     | <input type="checkbox"/> Relationship Disclosure Form |
| <input type="checkbox"/> Extension                          | <input type="checkbox"/> Zoning                  | <input type="checkbox"/> SB1752 Permit Extension From |

**Project Type:**

- Land Use Plan/ Amendment       Preliminary Subdivision Plan       Development Plan

**PLEASE SPECIFY BELOW, IN DETAIL, YOUR REQUEST FOR CONSIDERATION BY THE DRC**

APPROX. 14,101 SF, TWO STORY BANK RETAIL BUILDING WITH THREE (3) DRIVE THRU LANES TO INCLUDE ATM. PARKING OF (56) SPACES OFF-SITE PER RECORDED ACCESS & PARKING EASEMENT ATTACHED. STORM WATER OFF-SITE OFF-SITE WITHIN EXISTING MASTER PHASE 1 STORM SYSTEM.

Contact Name: DAN BELLOWS Phone: 407-620-3005 Email: W1454@AOL.COM

**Fee Payment Schedule**

All change determination/ preliminary review fees are paid to the Planning Department located on the second floor of City Hall, 421 S. Park Avenue, Winter Park, FL 32789. All Checks are made payable to City of Winter Park.

**Change Determination—PD Land Use Plans—\$1,190.00**

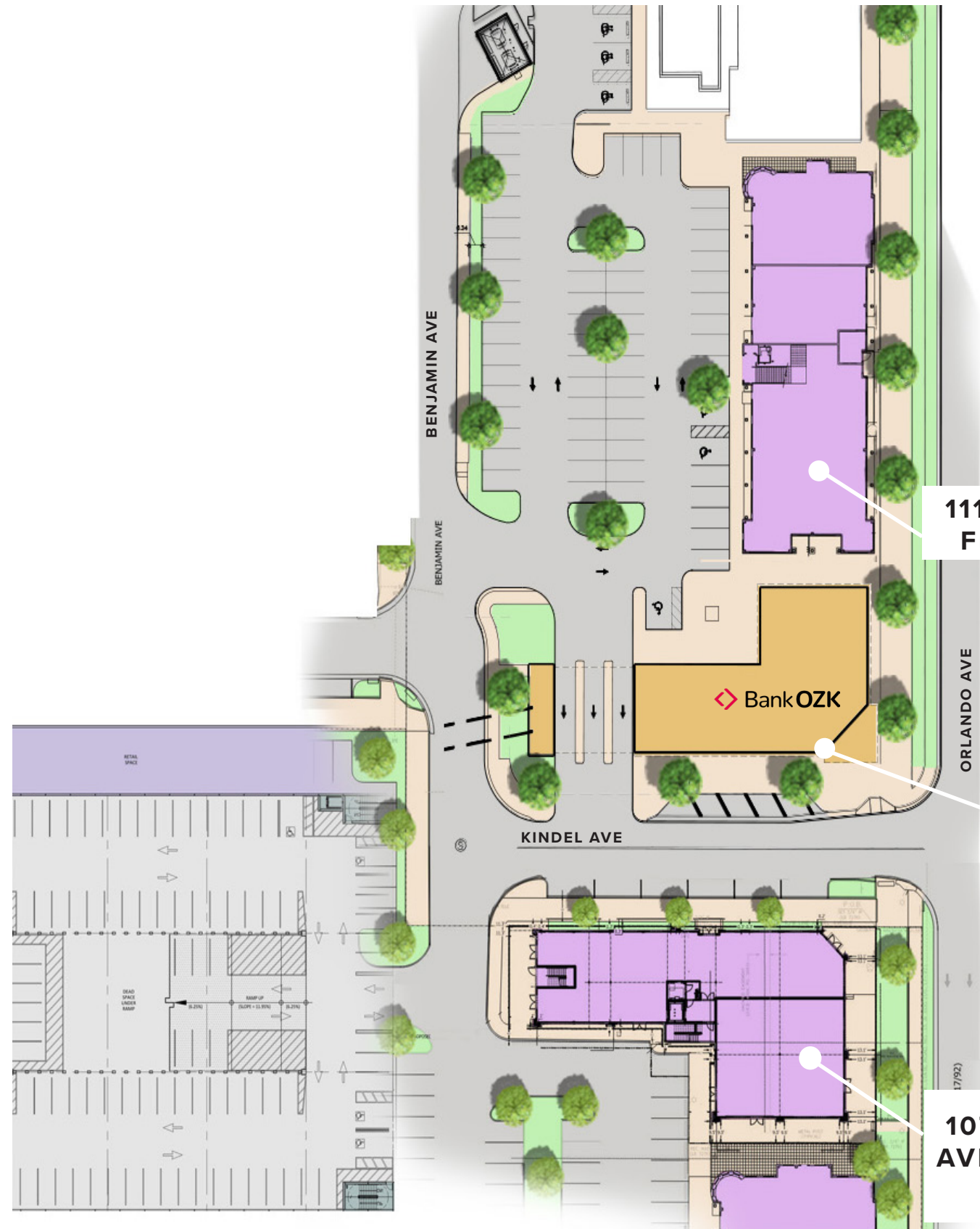
**Change Determination—Preliminary Subdivision/ Development Plans—#358.00**

**Appeal/ Extension/ Preliminary Review Item/ Staff Discussion—\$137.00**

**REQUIRED BACKUP MATERIALS**

Please consult with staff at the required pre-application conference.

Ten (10) copies of the meeting application and all required backup materials.



1117 N. ORLANDO AVE  
Future DRC Request

\*Subject Parcel  
DRC Meeting  
12.20.2023

1231 KINDEL AVE,  
OZARK BANK SITE

1071 N. ORLANDO  
AVE DRC Approved  
12.18.19



**SITE DATA**

SITE ADDRESS:  
1231 KINDEL AVE  
WINTER PARK, FLORIDA 32789

SITE AREA:  
11,210 SF / 0.26 AC

STORM WATER: OFF SITE WITHIN EXISTING MASTER  
PHASE 1 STORM SYSTEM.

FLOOR AREA RATIO  
16,022 SF / 11,210 SF = 1.4

BUILDING HEIGHT  
PROPOSED 39' - 0"

PARCEL ID:  
01-22-29-3712-08-021

ZONING:  
OC-PD-PLANNED DEVELOPMENT

FUTURE LAND USE:  
OC-PD-PLANNED DEVELOPMENT

PROPOSED PARKING:  
BLOCK H IS LOT E & F INCLUDES  
STANDARD: 66  
HANDICAP: 07  
TOTAL 73

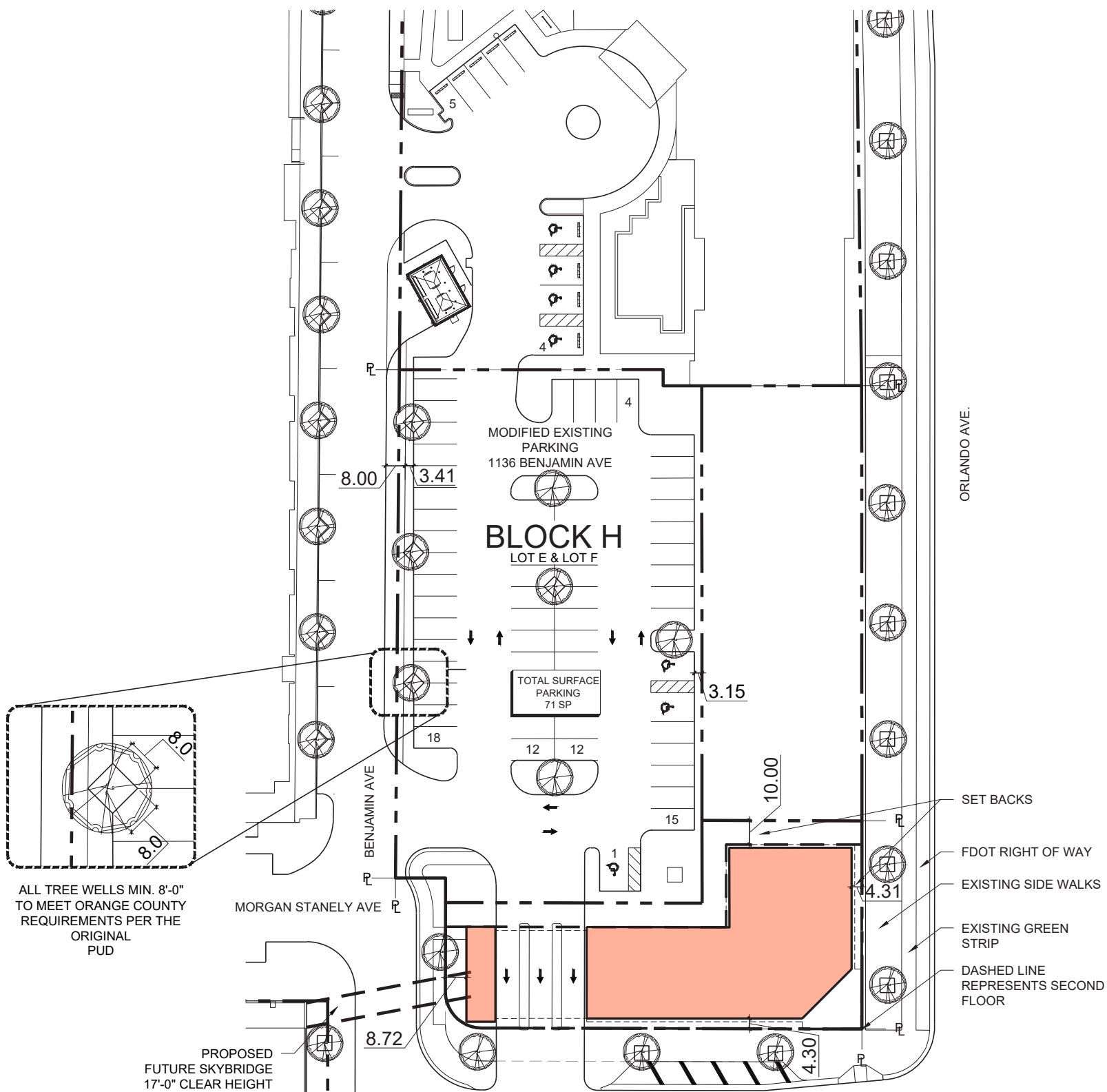
FLOOD PLAIN:  
ZONE 'X' - MAP PANEL 12095C0255F  
EFFECTIVE 9/25/2009

SETBACKS REQUIRED:  
NORTH ADJACENT TO 1117 N ORLANDO AVE = 10'-0" MIN  
NORTH ADJACENT TO SURFACE PARKING = 5'-0" MIN  
SOUTH = 0'  
EAST = 0'  
WEST = 0'

BUILDING PROGRAM  
2 STORY RETAIL BANK FACILITY WITH DRIVE THRU'S (3) LANES WITH ATM  
TOTAL AREA APPROX 16,022 (SEE CHART)

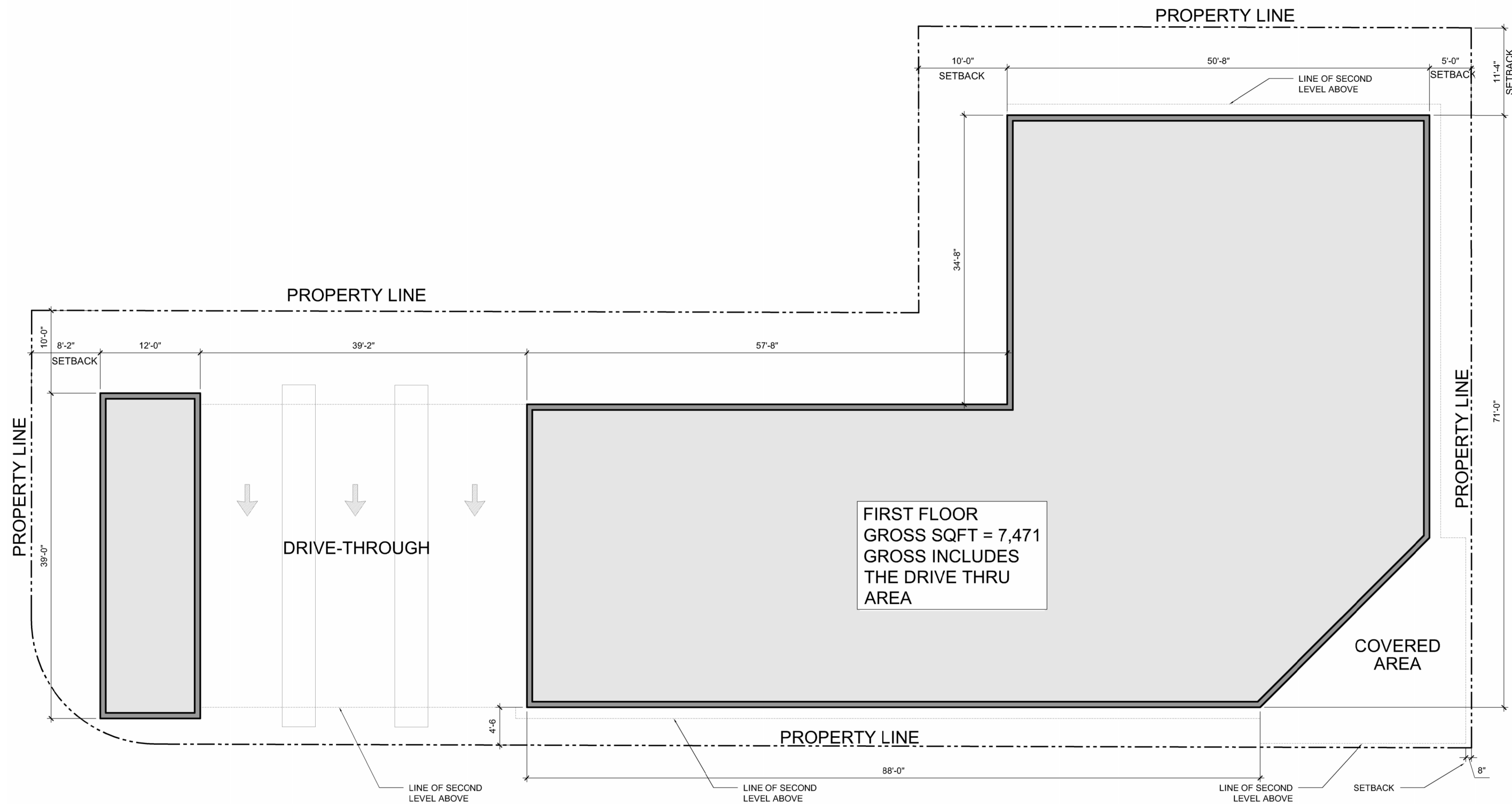
SQUARE FOOT CALCULATIONS FAR INCLUDES COVERED AREA

	AC SF	NON AC / COVERED	GROSS SF
FIRST FLOOR	6,090	1,921	8,011 SF
SECOND FLOOR	8,011	0	8,011 SF
TOTAL			16,022 SF



**DISCLAIMER**

Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a certified survey

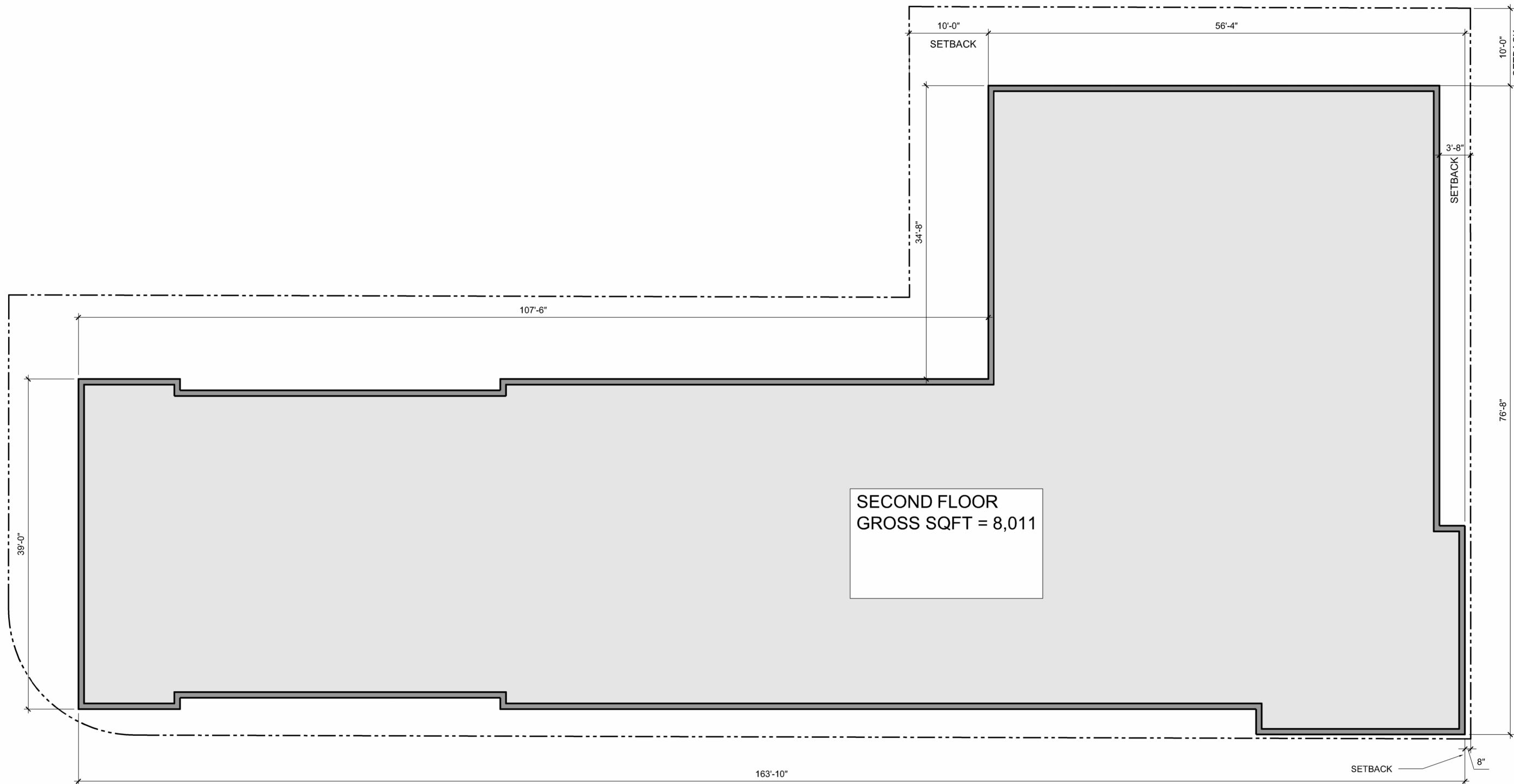


1231 KINDEL AVE - FIRST FLOOR

12.20.23

DISCLAIMER

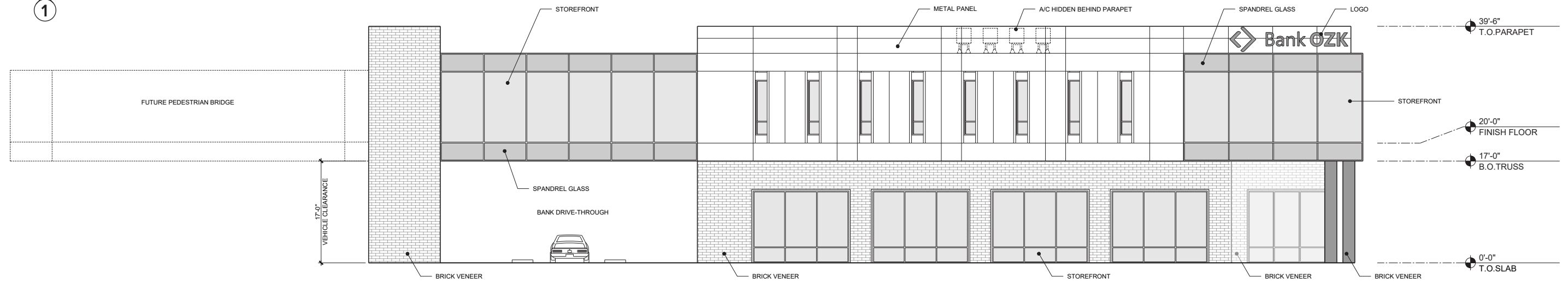
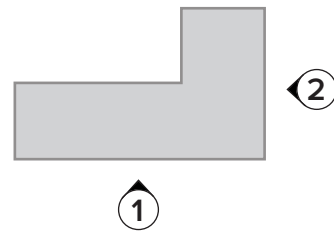
Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a certified survey



DISCLAIMER

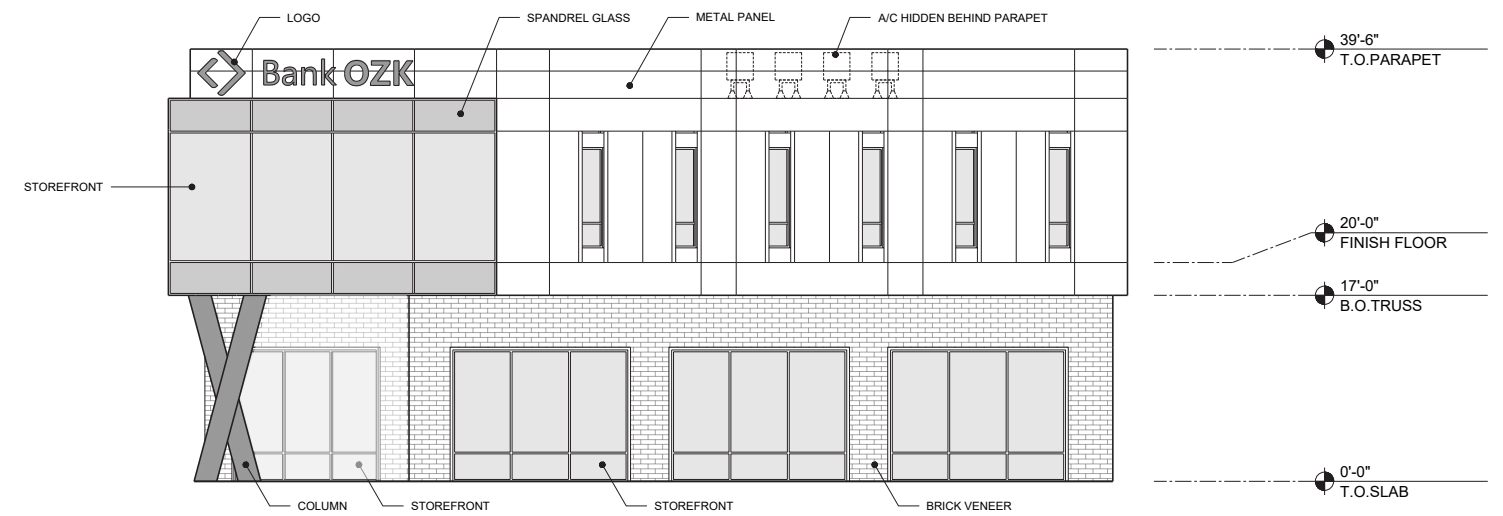
Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a certified survey

BUILDING KEYPLAN



1 SOUTH ELEVATION

NTS



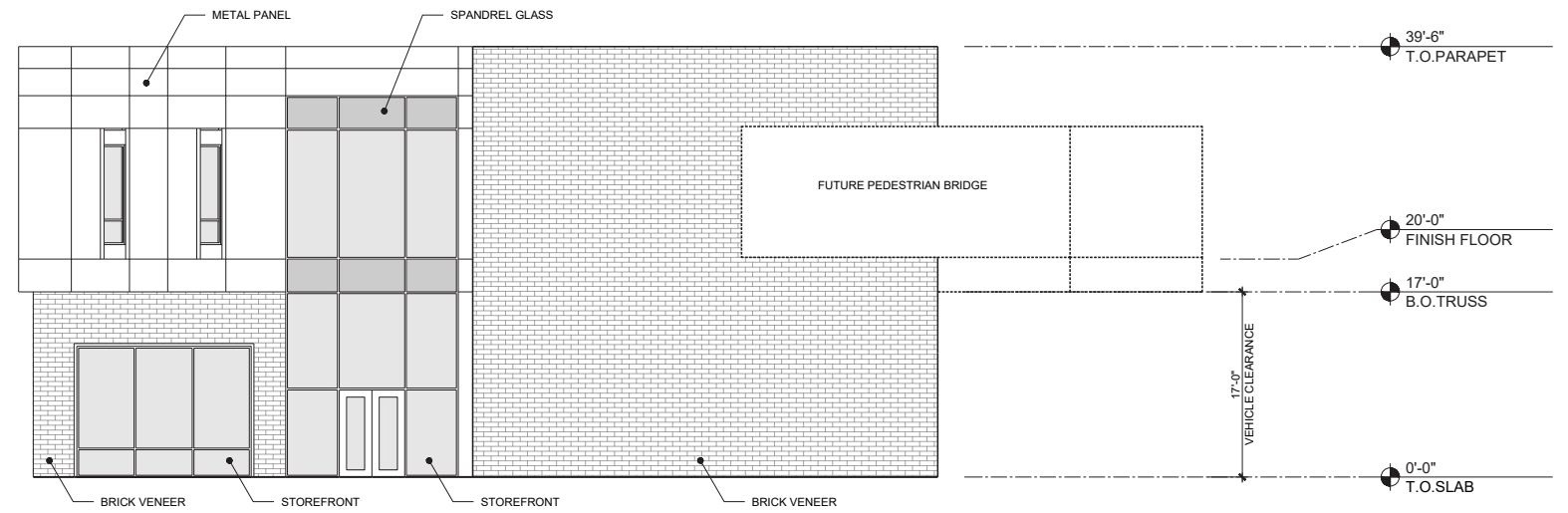
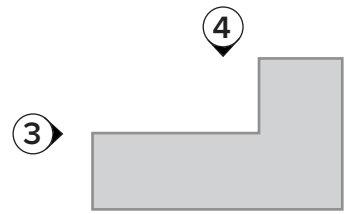
2 EAST ELEVATION

NTS

DISCLAIMER

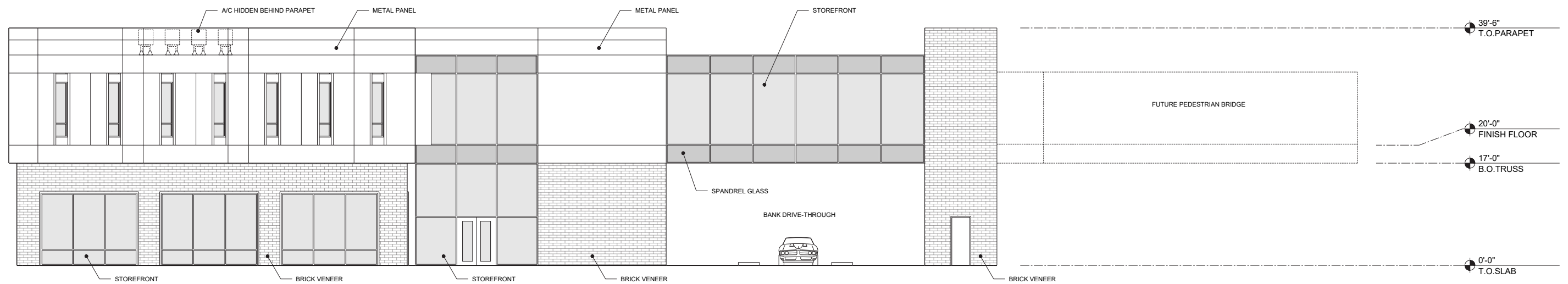
Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a certified survey

BUILDING KEYPLAN



3 WEST ELEVATION

NTS



4 NORTH ELEVATION

NTS

1231 KINDEL AVE - ELEVATIONS

12.20.23



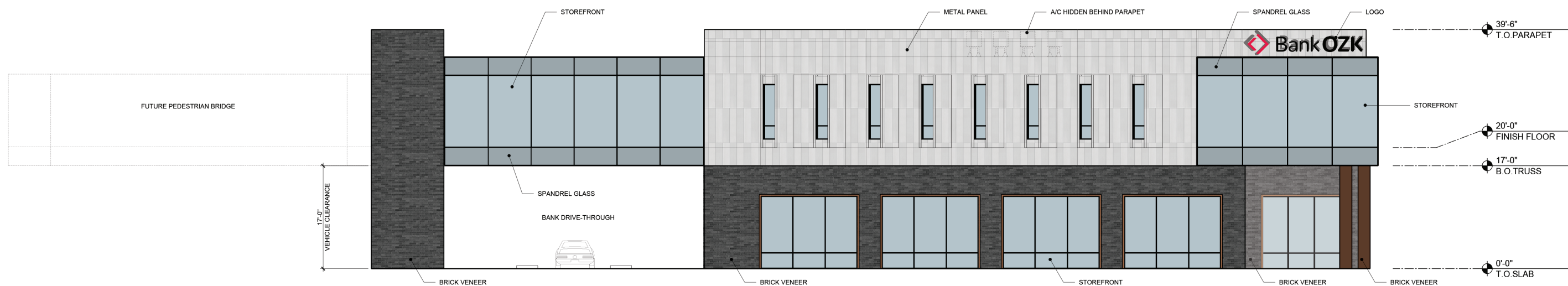
DISCLAIMER

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ACi Architects  
955 N Pennsylvania Ave.  
Winter Park, FL 32789

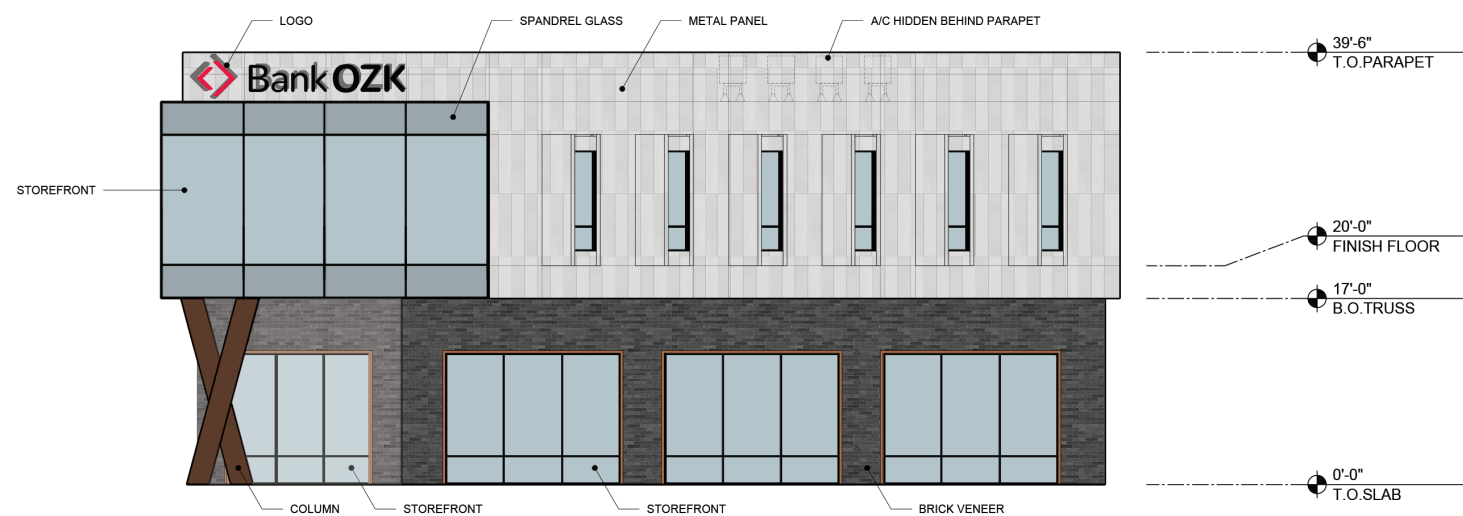
P: 407.740.8405  
www.acistudios.com  
FL Reg. AA0002940





1 SOUTH ELEVATION

NTS

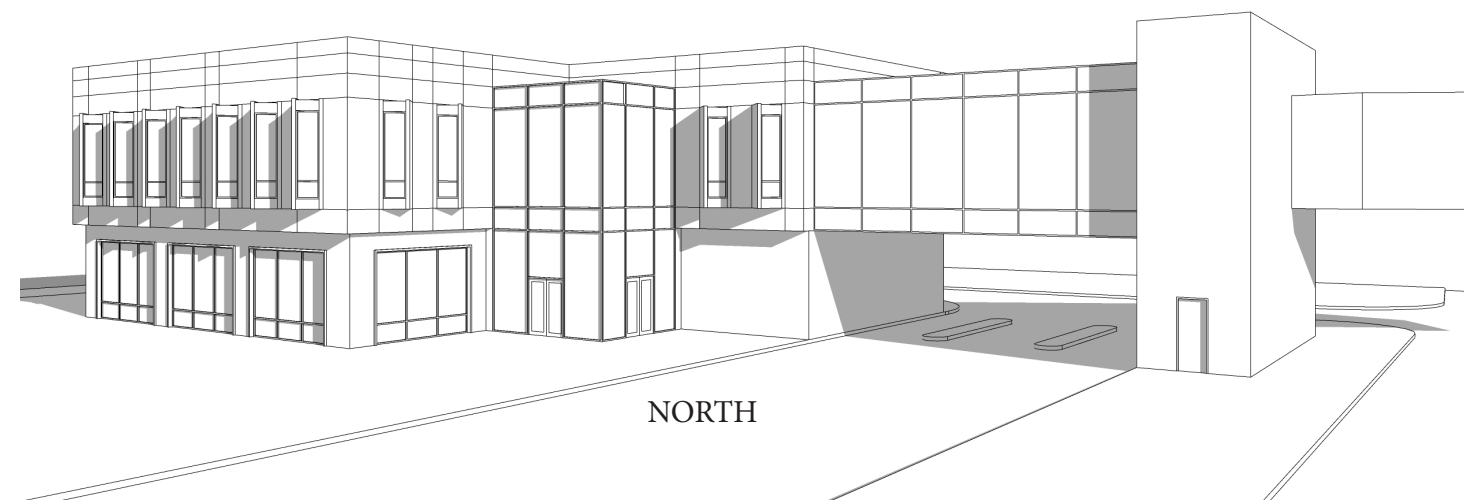
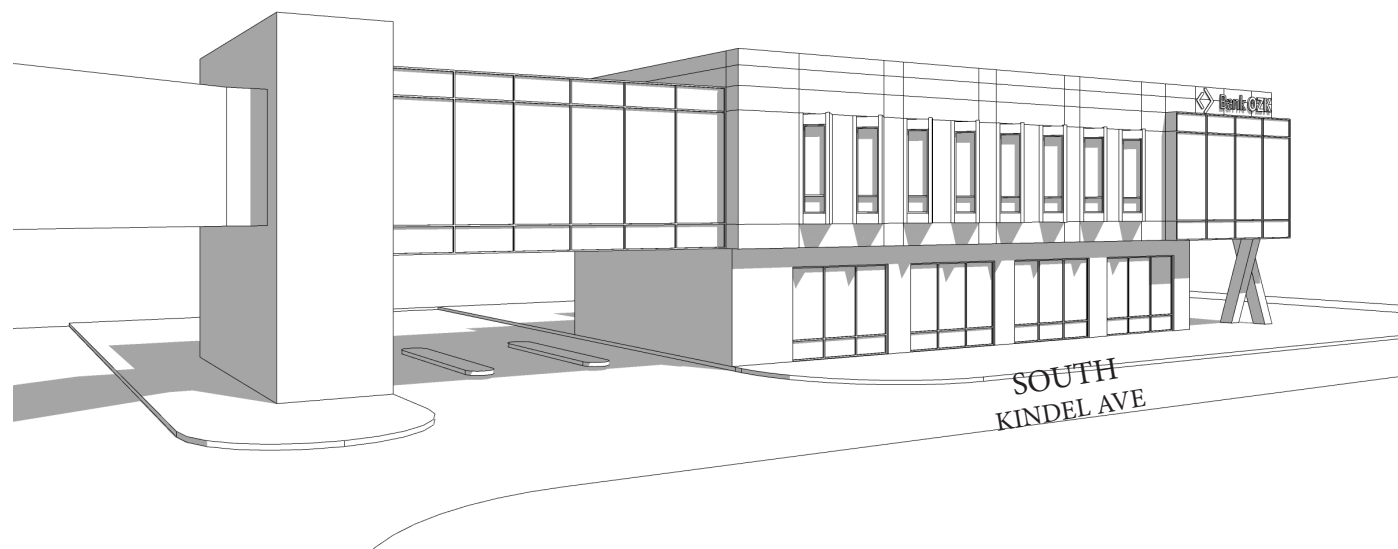
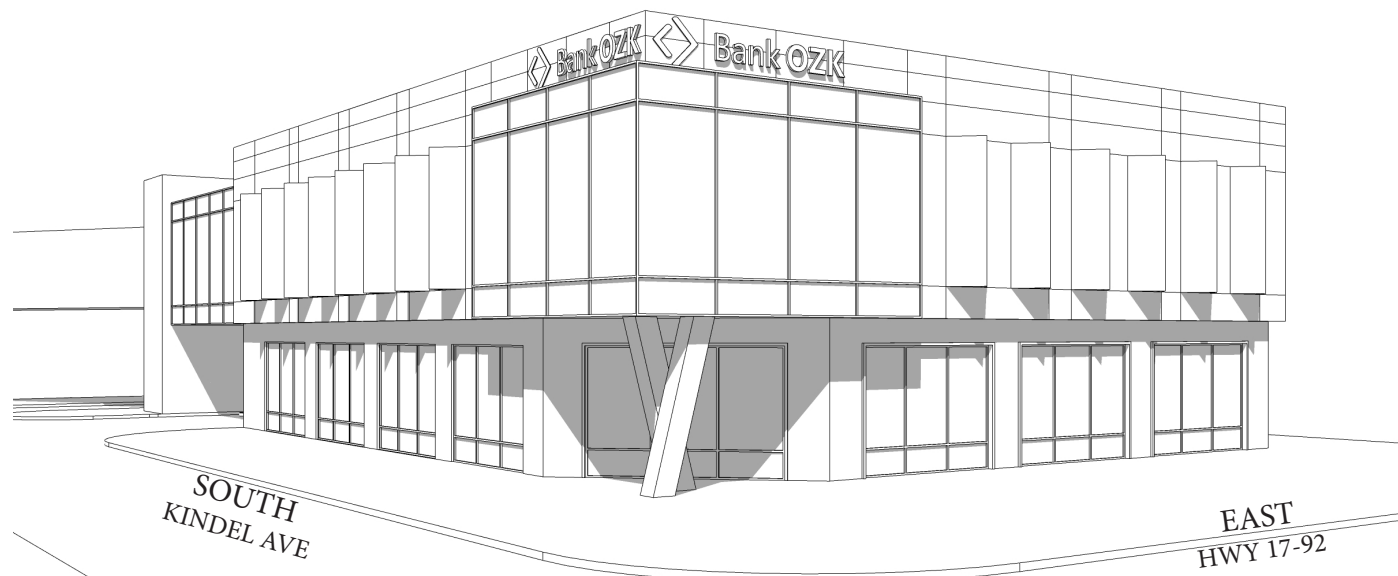


2 EAST ELEVATION

NTS

DISCLAIMER

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1231 KINDEL AVE - MASSING PERSPECTIVES

12.20.23



DISCLAIMER

Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a certified survey

**ACi Architects**  
 955 N Pennsylvania Ave.  
 Winter Park, FL 32789

P: 407.740.8405  
 www.acistudios.com  
 FL Reg. AA0002940



# SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

**DESCRIPTION:**

A PORTION OF LOTS 1, 2, 19 AND 20, BLOCK 'H', HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 20.77 FEET; THENCE N00°01'43"W, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE N89°50'17"W, A DISTANCE OF 157.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET AND A DELTA ANGLE OF 89°52'37"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.53 FEET TO THE POINT OF TANGENCY; THENCE N00°02'59"E, A DISTANCE OF 37.00 FEET; THENCE S89°50'56"E, A DISTANCE OF 106.42 FEET; THENCE N00°02'07"W, A DISTANCE OF 34.34 FEET; THENCE S89°50'17"E, A DISTANCE OF 66.31 FEET; THENCE S00°01'43"E, A DISTANCE OF 86.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.26 ACRES (11,210 SQUARE FEET) MORE OR LESS.

**SURVEYOR'S NOTES:**

1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. Bearings shown hereon are assumed relative to the southern right of way line of Kindel Avenue; said bearing being N89°50'56"W.
3. This is not a survey.

SHEET 1 OF 2

\\SERVER\Projects\Ravaudage - Block H\dwg\C 1231 Kindel SOD.dwg

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276

302 Live Oaks Boulevard  
 Casselberry, Florida 32707  
 P. (407) 647-7346  
 F. (407) 982-7166  
 Survey@HLSM.US

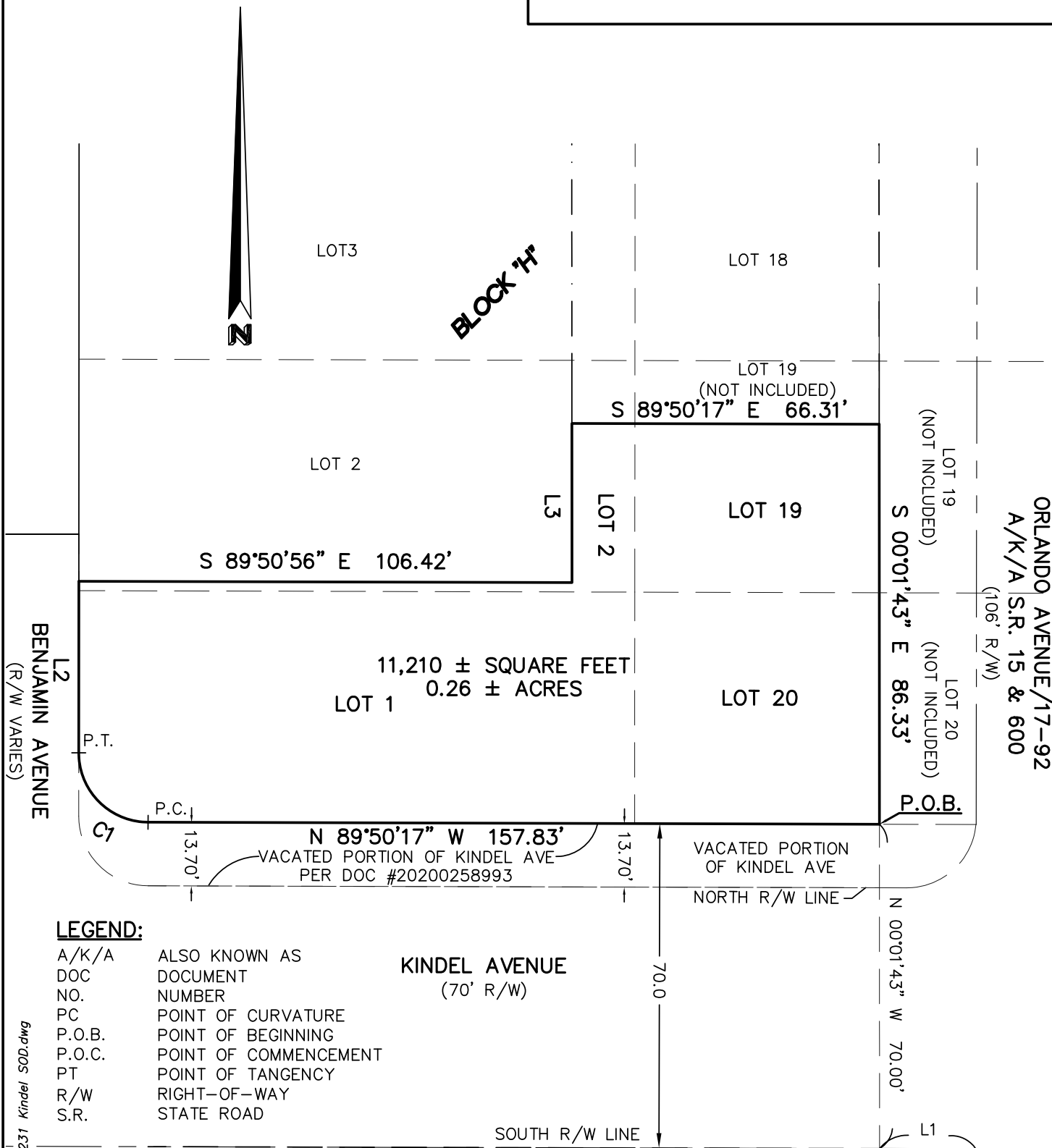
Job No:           N-382            
 Date:           10/04/23            
 Drawn By:           JJR            
 Scale:           1"=30'          

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. S5625

*William F. Menard*

William F. Menard  
 Professional Surveyor & Mapper  
 Florida Registration #5625

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



**LEGEND:**

- A/K/A ALSO KNOWN AS
- DOC DOCUMENT
- NO. NUMBER
- PC POINT OF CURVATURE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PT POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD

KINDEL AVENUE  
(70' R/W)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'56"W	20.77'
L2	N00°02'59"E	37.00'
L3	N00°02'07"W	34.34'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15.00'	89°52'37"	23.53'	N44°53'58"W	21.19'

**P.O.C.**  
INTERSECTION OF WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH LINE OF KINDEL AVENUE (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 75030-2205 & 75030-2502, SHEET 2 OF 5, DATED 12-4-1959)

SHEET 2 OF 2

\\SERVER\Projects\Rawaudage - Block H\dwg\C 1231 KindeL SOD.dwg

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
Survey@HLSM.US

Job No: N-382  
Date: 10/04/23  
Drawn By: JJR  
Scale: 1"=30'

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

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**DRC RAVAUDAGE PARKING TRACKER**

APPROVED DEVELOPMENT PRODUCT	SQUARE FOOTAGE		CODE REQUIRED PARKING	Provided Parking LOCATION	Location Parking Counts	Location Parking Counts	Location Parking Counts	Location Parking Counts	IF	IF Proposed	
	SEAT COUNT	KEY COUNT							Proposed Future Garage	Future Ga surface Blk A,B,H	
<b>Total Existing: &gt;</b>					<b>323</b>	<b>88</b>	<b>71</b>	<b>135</b>	<b>483</b>	<b>164 + 71</b>	
MILLERS ALE HOUSE 1251 Lee Rd	300	SEATS	75	>	Blocks A,B & C 50	Block A & B 25	Block C 0	Block H 0	Block K 0	McCallister Garage 25	Block A & B 50
HILTON GARDEN INN 1275 Lee Road	102 100 276	KEYS /1.5 SEATS /4 sq ft /100	68 25 3	>	Blocks A,B & C 96	Block A & B 70	Block C 26	Block H 0	Block K 0	McCallister Garage 60	Block A & B 36
GARDENS AT RAVAUDAGE 1035 N. Orlando ave	330 3140 3548	SEATS /4 sq ft medical /200 sq ft /300	83 16 12	>	Blocks A,B & C 111	Block A & B 80	Block C 31	Block H 0	Block K 0	McCallister Garage 80	Block A & B 31
APPROVED MIXED USE BLDG 1071 N. Orlando ave	7381 or 200 6725 4	sq ft RETAIL /200 SEATS /4 sq ft OFFICE /300 units APTS X 2	51 22 8	>	Blocks A,B & C 81	Block A & B 74	Block C 6	Block H 0	Block K 0	McCallister Garage 74	Block A & B 6
BANK OZK 1231 Kindel Ave	14,101	sq ft OFFICE 4/1000	56	>	Block H 56	Block A & B 0	Block C 0	Block H 56	Block K 0	McCallister Garage 43	Block H 11
PROPOSED McCALLISTER 1001 N Orlando ave	12,041	sq ft RETAIL	*48		*Future Garage A & B 0	Block A & B 0	Block C 0	Block H 0	Block K 0	McCallister *Garage 48	Block A & B 0
FUTURE HOTEL KEYS 1117 N. Orlando Ave	40	HOTEL KEYS /1.5	*29		*Future Garage A & B 0	Block A & B 0	Block C 0	Block H 0	Block K 0	McCallister *Garage 29	Block A & B 0



This Instrument Prepared By

Jeanne M. Reynaud, Esquire  
Jeanne Reynaud, P.A.  
425 W. New England Ave.  
Suite 200  
Winter Park, Florida 32789

### **ACCESS AND PARKING EASEMENT**

THIS ACCESS, PARKING AND MAINTENANCE EASEMENT (the "Easement Agreement") is made this \_\_\_ day of January 2024, by **Benjamin Partners, LTD**, a Florida limited partnership, or its assigns, having a mailing address of Post Office Box 350, Winter Park, Florida 32790-0350 ("Grantor") and **Bank OZK**, an Arkansas banking corporation, having a mailing address of 18000 Cantrell Road, Little Rock, Arkansas, 72223 ("Grantee").

#### **RECITALS:**

**WHEREAS** Grantor is the owner in fee simple of that real property located in Orange County, Florida described on **Exhibit "A"**, attached hereto and incorporated herein (the "Easement Property"); and

**WHEREAS** Grantor is the owner in fee simple of that real property located in Orange County, Florida described on **Exhibit "B"**, attached hereto and incorporated herein (the "Option Easement Property"); and

**WHEREAS** Grantee owns the real property abutting the Easement Property and adjacent to the Option Easement property and described on **Exhibit "C"**, attached hereto and incorporated herein (hereinafter referred to as "Grantee's Property").

**WHEREAS** Grantee intends to construct a 14,000 Square foot banking facility with drive through teller lanes and Grantor intends to provide up to 56 code compliant, non-exclusive parking spaces off-site and at grantor's option within either the Easement Property or the Option Easement property for the benefit of the Grantee for the purpose of providing vehicular and pedestrian access and parking for Grantee's Property; and

**WHEREAS** Grantor and Grantee are desirous of creating a non-exclusive vehicular access and parking easement over, across, and through the Easement Property; and

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals: The above recitals are true and correct and incorporated herein by reference.

2. Maintenance: Grantor shall be responsible, at Grantors expense for the ongoing maintenance of and repairs to the improvements within the Easement Property.

3. Access: Grantor hereby grants Grantee access over, on, across and through the Easement Property for the purpose of vehicular and pedestrian access, and for the purpose of providing 56 non-exclusive parking spaces for customer, guest, or employee parking for the benefit of the bank facility located on Grantee's Property and for the purpose of maintaining or replacing or repairing any improvements within the Grantee's Property.

4. Modification and Termination of Easement Agreement. Grantor hereby reserves the right to record a modification of this Easement relocating the 56 non-exclusive parking spaces to an area within the Option Easement Property for any reason. Grantor, or its assigns at Grantor's option, shall have the right to have constructed a structured parking garage within the Option Easement property and require Grantee's customers, guests, and employees to park within said Parking garage. Grantor reserves the option and right to install controlled ingress/egress within the proposed parking garage and charge for parking. Grantee customers, guests and employees shall be granted use of the garage at no charge. Grantee shall be permitted to validate its customers, guests and employees parking garage access at no charge. Grantee's original ingress/egress rights shall remain over the original easement property. Grantor may record a modification of this Easement Agreement which shall be effective as to all parties hereto or their successors in interest and said modification shall be recorded in the public records in Orange County, FL. This Easement Agreement or any right or easement conveyed herein may only be terminated by writing, signed by the parties or their successors in interest, and recorded in the public records Comptroller in Orange County, FL.

5. Sky Bridge. Should Grantor or its assigns construct the parking garage on the Option Easement property and contingent upon and subject to the city of Winter Park granting an air easement over the public right of way, then Grantee, at its sole cost and expense, shall be granted an easement to construct and connect its building from Grantee's 2<sup>nd</sup> floor via a sky bridge to the parking garage on the Option Easement property at a location as defined on **Exhibit – "D"** attached hereto and incorporated herein (hereinafter referred to as "Sky Bridge Connection Point").

6. Miscellaneous. This Easement Agreement shall be governed by the laws of the State of Florida. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief in addition to any other remedy provided at law or equity, including, without limitation, recovery of attorney's fees and costs (including, but not limited to, on appeal and in bankruptcy) to the prevailing party in any action relating to the interpretation and/or enforcement of this Easement Agreement. The waiver of any breach of this Easement Agreement shall not be construed as a waiver of any subsequent breach. This Easement Agreement may be executed in any number of counterparts, which shall collectively constitute one instrument. The captions used throughout this Easement Agreement are for reference purposes only and do not otherwise have any force or effect. All rights, privileges, benefits, and burdens created herein run with the land. The terms "Grantor" and "Grantee" shall include these parties and their respective successors and assigns.

[signatures appear on following pages]

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed this \_\_\_\_ day of January 2024.

Signed, sealed, and delivered in  
In the presence of

**WITNESSES:**

**"GRANTOR"**

**Benjamin Partners, LTD**

By: Bennett Avenue Corporation,  
its General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel B. Bellows, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of January 2024 by Daniel B. Bellows, on behalf of Bennett Avenue Corporation, as President and General Partner of Benjamin Partners, LTD, who is personally known to me or has produced a valid driver's license as identification.

[Seal]

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

**"GRANTEE"**

**Bank OZK,  
an Arkansas Banking Corporation**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Tim W. Peters, Vice President of  
Real-estate

\_\_\_\_\_  
Print Name: \_\_\_\_\_

State of Florida  
County of ORANGE

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_ day of  
January 2024, by Tim W. Peters as Vice President of Real-estate, Bank OZK, an Arkansas banking  
corporation, who is personally known to me or has produced a valid driver's license as identification.

Notary Stamp

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**Easement Property**

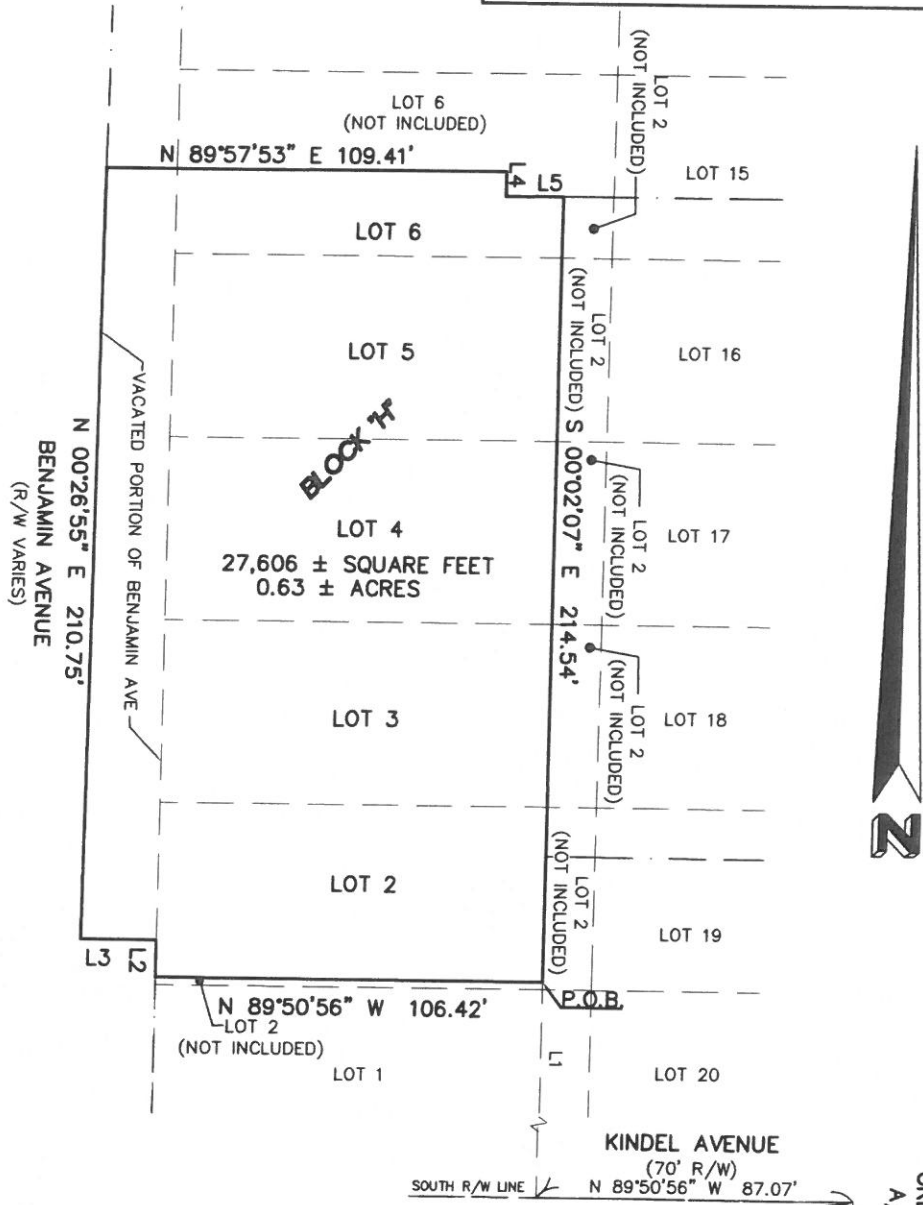
DESCRIPTION: 1136 BENJAMIN AVE WINTER PARK, FL

A PORTION OF LOTS 2 THROUGH 6, BLOCK 'H', TOGETHER WITH A VACATED PORTION OF BENJAMIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 87.07 FEET; THENCE N00°02'07"W, A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING; THENCE N89°50'56"W, A DISTANCE OF 106.42 FEET; THENCE N00°00'50"W, A DISTANCE OF 10.16 FEET; THENCE N90°00'00"W, A DISTANCE OF 20.75 FEET; THENCE N00°26'55"E, A DISTANCE OF 210.75 FEET; THENCE N89°57'53"E, A DISTANCE OF 109.41 FEET; THENCE S00°02'07"E, A DISTANCE OF 6.72 FEET; THENCE N89°57'53"E, A DISTANCE OF 15.98 FEET; THENCE S00°02'07"E, A DISTANCE OF 214.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.63 ACRES (27,606 SQUARE FEET) MORE OR LESS.

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



- LEGEND:**
- A/K/A ALSO KNOWN AS
  - NO. NUMBER
  - ORB OFFICIAL RECORD BOOK
  - PG PAGE
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - R/W RIGHT-OF-WAY
  - S.R. STATE ROAD

LINE	BEARING	LENGTH
L1	N00°02'07"W	122.00'
L2	N00°00'50"W	10.16'
L3	N90°00'00"W	20.75'
L4	S00°02'07"E	6.72'
L5	N89°57'53"E	15.98'

**P.O.C.**  
INTERSECTION OF WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH LINE OF KINDEL AVENUE (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 75030-2205 & 75030-2502, SHEET 2 OF 5, DATED 12-4-1959)

ORLANDO AVENUE/17-92  
A/K/A S.R. 15 & 600  
(106' R/W)

SHEET 2 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
Survey@HLSM.US

Job No: N-382  
Date: 10/09/23  
Drawn By: JJR  
Scale: 1"=30'

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

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

\\SERVER\Projects\Revue\age - Block 14.dwg E\_SOD.dwg

**EXHIBIT "B"**

**Option Easement Property**

OPTION EASEMENT AREA: 1001 N. Orlando Avenue Winter Park, Fl

DESCRIPTION: Proposed Parking Garage Area Block B

A PORTION OF LOTS 11 THROUGH 14, BLOCK 'B', TOGETHER WITH A VACATED PORTION OF KINDEL AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE, RUN N89°50'56"W, A DISTANCE OF 244.05 FEET; THENCE, S00°04'22"E, A DISTANCE OF 86.11 FEET; THENCE, N90°00'00"W, A DISTANCE OF 48.94 FEET TO THE POINT OF BEGINNING. THENCE, N90°00'00"W, A DISTANCE OF 211.75 FEET; THENCE, N00°02'21"W, A DISTANCE OF 123.67 FEET; THENCE, S90°00'00"E, A DISTANCE OF 211.83 FEET; THENCE, S00°00'00"W, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.60 ACRES (26,191 SQUARE FEET) MORE OR LESS.

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)

Exhibit - "B"  
OPTION EASEMENT PROPERTY

**DESCRIPTION:**

A PORTION OF LOTS 11 THROUGH 14, BLOCK 'B', TOGETHER WITH A VACATED PORTION OF KINDEL AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE, RUN N89°50'56"W, A DISTANCE OF 244.05 FEET; THENCE, S00°04'22"E, A DISTANCE OF 86.11 FEET; THENCE, N90°00'00"W, A DISTANCE OF 48.94 FEET TO THE POINT OF BEGINNING. THENCE, N90°00'00"W, A DISTANCE OF 211.75 FEET; THENCE, N00°02'21"W, A DISTANCE OF 123.67 FEET; THENCE, S90°00'00"E, A DISTANCE OF 211.83 FEET; THENCE, S00°00'00"W, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING.

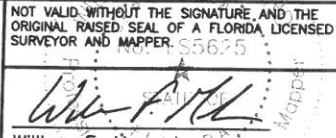
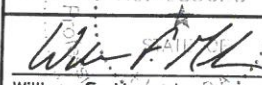
SAID LANDS CONTAINING 0.60 ACRES (26,191 SQUARE FEET) MORE OR LESS.

**SURVEYOR'S NOTES:**

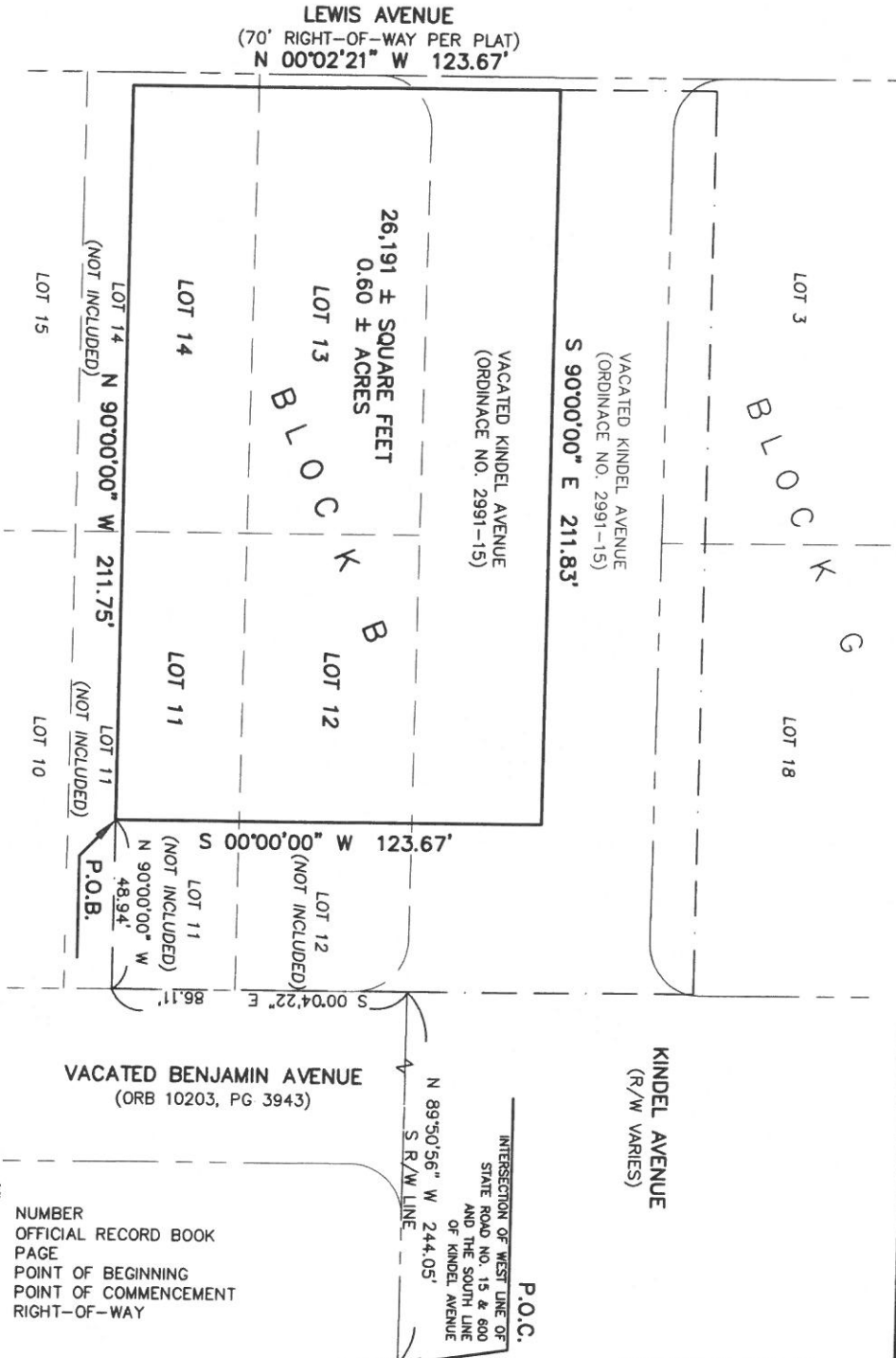
1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. Bearings shown hereon are assumed relative to the southern right of way line of Kindel Avenue; said bearing being N89°50'56"W.
3. This is not a survey.

\\SERVER\Projects\Revue\stage - Block B\dwg\A S00.dwg

SHEET 1 OF 2

<b>HLSM, LLC</b> Henrich-Luke-Swaggerty-Menard Professional Surveyors & Mappers Licensed Business No. 7276 302 Live Oaks Boulevard Casselberry, Florida 32707 P. (407) 647-7346 Survey@HLSM.US	Job No: <u>          N-382          </u> Date: <u>          10/09/23          </u> Drawn By: <u>          JJR          </u> Scale: <u>          1"=40'          </u>	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. #5625  William F. Menard Professional Surveyor & Mapper Florida Registration #5625
	Surveyor's Signature: 	

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



\\SERVER\Projects\Revoudage - Block B\dwg\A\_SOD.dwg

**LEGEND:**  
 NO. NUMBER  
 ORB OFFICIAL RECORD BOOK  
 PG PAGE  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT  
 R/W RIGHT-OF-WAY

SHEET 2 OF 2

**HLSM, LLC**  
 Henrich—Luke—Swaggerty—Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276  
 302 Live Oaks Boulevard  
 Casselberry, Florida 32707  
 P. (407) 647-7346  
 Survey©HLSM.US

Job No: N-382  
 Date: 10/09/23  
 Drawn By: JJR  
 Scale: 1"=40'

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

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT "C"**  
**Grantee's Property**

Legal Description

DESCRIPTION: 1231 KINDEL AVENUE WINTER PARK, FL

A PORTION OF LOTS 1, 2, 19 AND 20, BLOCK 'H', HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 20.77 FEET; THENCE N00°01'43"W, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE N89°50'17"W, A DISTANCE OF 157.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET AND A DELTA ANGLE OF 89°52'37"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.53 FEET TO THE POINT OF TANGENCY; THENCE N00°02'59"E, A DISTANCE OF 37.00 FEET; THENCE S89°50'56"E, A DISTANCE OF 106.42 FEET; THENCE N00°02'07"W, A DISTANCE OF 34.34 FEET; THENCE S89°50'17"E, A DISTANCE OF 66.31 FEET; THENCE S00°01'43"E, A DISTANCE OF 86.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.26 ACRES (11,210 SQUARE FEET) MORE OR LESS.

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)

EXHIBIT - "C"  
GRANTEE'S PROPERTY

DESCRIPTION:

A PORTION OF LOTS 1, 2, 19 AND 20, BLOCK 'H', HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 20.77 FEET; THENCE N00°01'43"W, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE N89°50'17"W, A DISTANCE OF 157.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET AND A DELTA ANGLE OF 89°52'37"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.53 FEET TO THE POINT OF TANGENCY; THENCE N00°02'59"E, A DISTANCE OF 37.00 FEET; THENCE S89°50'56"E, A DISTANCE OF 106.42 FEET; THENCE N00°02'07"W, A DISTANCE OF 34.34 FEET; THENCE S89°50'17"E, A DISTANCE OF 66.31 FEET; THENCE S00°01'43"E, A DISTANCE OF 86.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.26 ACRES (11,210 SQUARE FEET) MORE OR LESS.

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. Bearings shown hereon are assumed relative to the southern right of way line of Kindel Avenue; said bearing being N89°50'56"W.
3. This is not a survey.

SHEET 1 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
F. (407) 982-7166  
Survey@HLSM.US

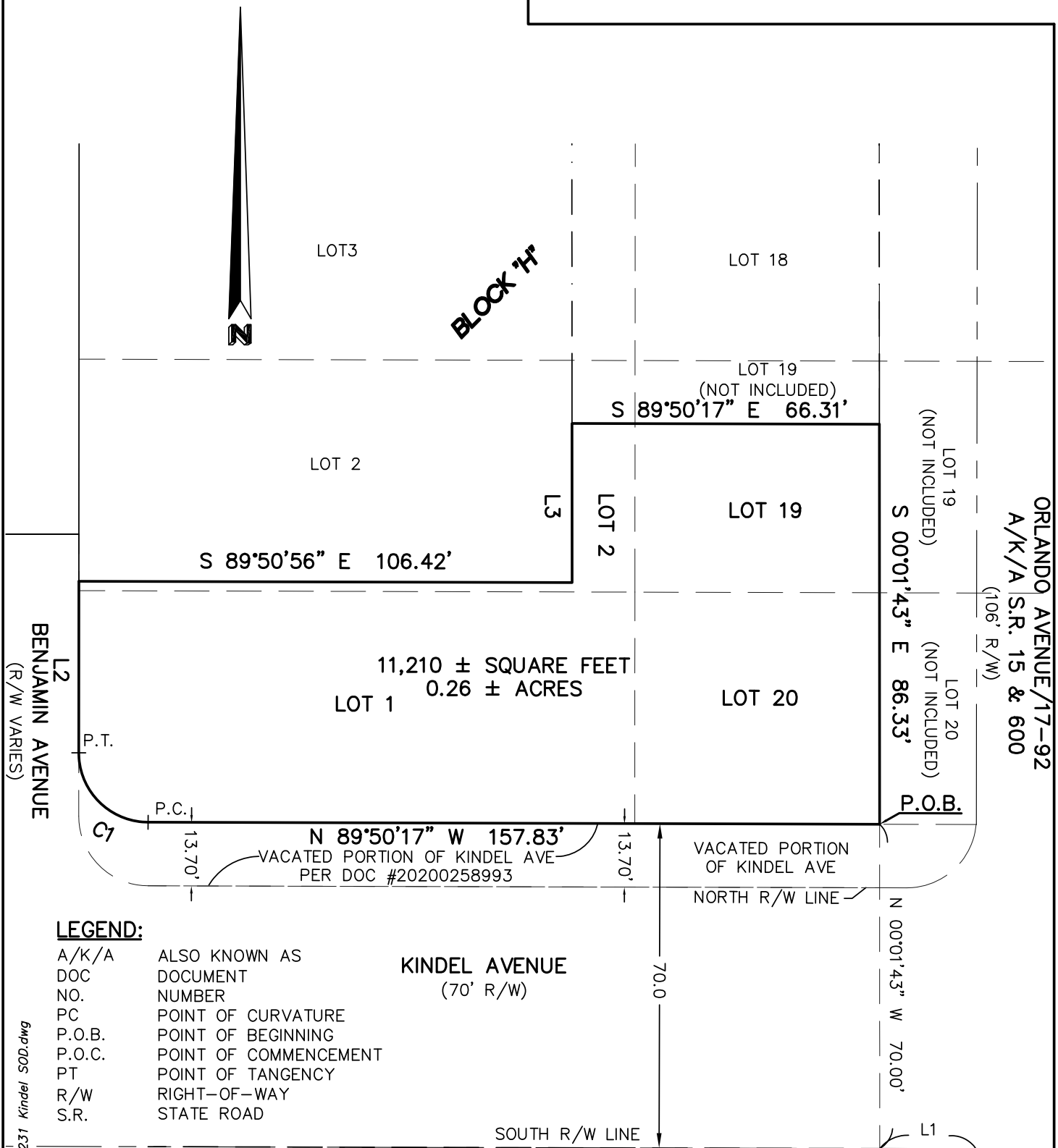
Job No: N-382  
Date: 10/04/23  
Drawn By: JJR  
Scale: 1"=30'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. S5625

*William F. Menard*  
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\Ravaudage - Block H\dwg\C 1231 Kindel SOD.dwg

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



**LEGEND:**

- A/K/A ALSO KNOWN AS
- DOC DOCUMENT
- NO. NUMBER
- PC POINT OF CURVATURE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PT POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD

KINDE AVENUE  
(70' R/W)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'56"W	20.77'
L2	N00°02'59"E	37.00'
L3	N00°02'07"W	34.34'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15.00'	89°52'37"	23.53'	N44°53'58"W	21.19'

**P.O.C.**  
INTERSECTION OF WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH LINE OF KINDE AVENUE (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 75030-2205 & 75030-2502, SHEET 2 OF 5, DATED 12-4-1959)

SHEET 2 OF 2

\\SERVER\Projects\Rawaudage - Block H\dwg\C 1231 KindeL SOD.dwg

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
Survey@HLSM.US

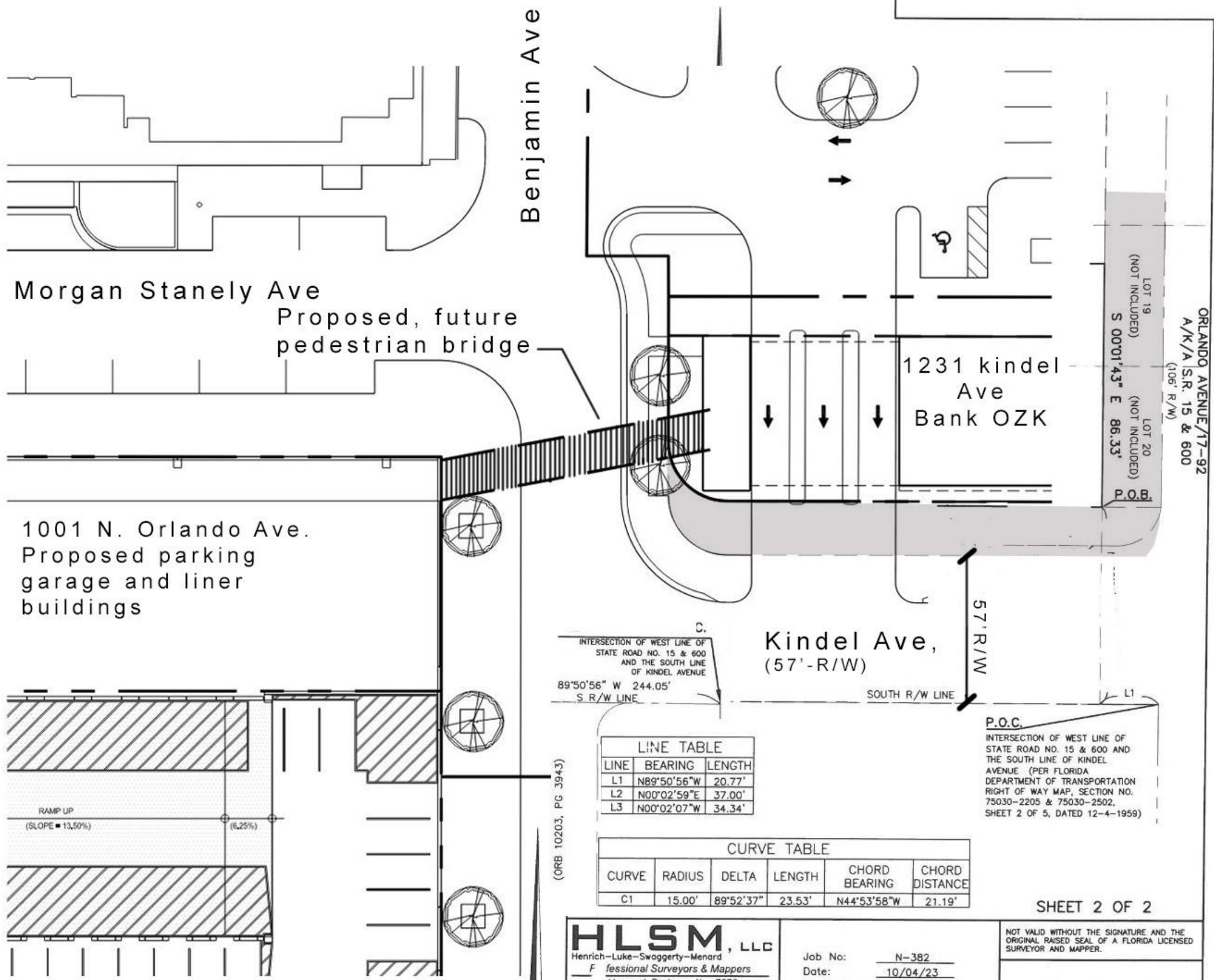
Job No: N-382  
Date: 10/04/23  
Drawn By: JJR  
Scale: 1"=30'

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SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT "D"**  
**Sky Bridge Connection Point**

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



LEWIS AVENUE  
(70' RIGHT-OF-WAY PER PLAT)  
N 00°02'21" W 123.67'

1001 N. Orlando Ave.  
Proposed parking  
garage and liner  
buildings

Morgan Stanely Ave  
Proposed, future  
pedestrian bridge

Benjamin Ave

1231 Kindel  
Ave  
Bank OZK

LOT 19  
(NOT INCLUDED)  
S 00°01'43" E 86.33'  
LOT 20  
(NOT INCLUDED)  
P.O.B.

ORLANDO AVENUE/17-92  
A/K/A S.R. 15 & 600  
(106' R/W)

INTERSECTION OF WEST LINE OF  
STATE ROAD NO. 15 & 600  
AND THE SOUTH LINE  
OF KINDEL AVENUE  
89°50'56" W 244.05'  
S R/W LINE

Kindel Ave,  
(57'-R/W)

57' R/W

SOUTH R/W LINE

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°50'56"W	20.77'
L2	N00°02'59"E	37.00'
L3	N00°02'07"W	34.34'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15.00'	89°52'37"	23.53'	N44°53'58"W	21.19'

P.O.C.  
INTERSECTION OF WEST LINE OF  
STATE ROAD NO. 15 & 600 AND  
THE SOUTH LINE OF KINDEL  
AVENUE (PER FLORIDA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP, SECTION NO.  
75030-2205 & 75030-2502,  
SHEET 2 OF 5, DATED 12-4-1959)

SHEET 2 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
Survey@HLSM.US

Job No: N-382  
Date: 10/04/23  
Drawn By: JJR  
Scale: 1"=30'

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

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

After recording return to:

City of Winter Park  
Public Works Department  
401 Park Avenue South  
Winter Park, FL 32789

**RIGHT-OF-WAY AERIAL ENCROACHMENT LICENSE AGREEMENT**

This Right-of-Way Aerial Encroachment License Agreement (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF WINTER PARK**, a Florida municipal corporation, (hereinafter referred to as “City”), whose address is 401 Park Avenue South, Winter Park, FL 32789, and **1117 N. ORLANDO AVENUE, LLC.**, a Florida Limited Liability Corporation and **BENJAMIN PARTNERS, LTD**, a Florida Limited partnership (“collectively hereinafter referred to as the “Owners”).

WHEREAS, 1117 N. ORLANDO AVENUE, LLC is the fee simple owner of that certain parcel of land located at 1231 Kindel Avenue, Winter Park, Orange County, Florida, and being more particularly described on attached **Exhibit "A"** (the "1231 Parcel"), upon which a proposed building in accordance with the site plan and exterior architectural elevations prepared by \_\_\_\_\_ on file at and subject to approval by the City of Winter Park (collectively, the "Plans"); and

WHEREAS, BENJAMIN PARTNERS, LTD is the fee simple owner of that certain parcel of land, located at 1001 N. Orlando Avenue, Winter Park, Orange County, Florida, and being more particularly described on attached **Exhibit "B"** (the "Parking Structure Parcel"), upon which a proposed parking structure and liner retail building is proposed to be constructed by the Owners (the "Parking Structure") in accordance with the Plans; and

WHEREAS, the City has jurisdiction of, operates, regulates and maintains a public right-of-way commonly known as Benjamin Avenue, which is between Morgan Stanley Lane and Kindel Avenue; and

WHEREAS, the Owners seek permission from the City to construct, operate, maintain and repair an aerial encroachment over a portion of the Benjamin Avenue right-of-way that is adjacent to the 1231 Parcel and Parking Structure Parcel, which is more particularly described in the sketch and legal description attached hereto as **Exhibit "C"** (the "Benjamin Avenue Segment"); and

WHEREAS, specifically the Owners seek permission from the City to construct, operate, maintain and repair a skyway-walkway with an approximately seventeen feet clearance height over the Benjamin Avenue Segment to provide a pedestrian walkway connection between the 1231 Parcel and Parking Structure Parcel as shown on the Plans subject to approval by the City (“Improvements”); and

WHEREAS, the parties hereto wish to enter into this Agreement to provide a license to allow the Owners’ Improvements to aerially encroach over the City’s Benjamin Avenue Segment, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The “Whereas” clauses set forth above are true and accurate and are hereby incorporated herein.
  
2. Subject to the Plans being approved by the City and Owners obtaining the necessary right-of-way permit, the City hereby grants a non-exclusive revocable license to Owners to allow the Improvements to aerially encroach over the Benjamin Avenue Segment but only to the extent shown on the Plans and subject to the terms and conditions of this Agreement. There shall be no supporting structures for the Improvements placed on or under the Benjamin Avenue Segment, as all structural support shall be provided from the structures constructed upon the 1231 Parcel and Parking Structure Parcel. The Improvements shall be operated, repaired and maintained by Owners, at Owners’ expense, consistent with the size, length, height, configuration and materials as is in the City approved Plans. No additional encroachments upon the Benjamin Avenue Segment are being authorized by this Agreement nor shall be installed or constructed. No portion of the Improvements

shall be installed or maintained in such a manner as may interfere with the use and maintenance of the Benjamin Avenue Segment or adjacent roads by the public or create a safety hazard, as determined by the City in the City's sole discretion. If the Plans are not approved by the City, then the City shall have the right to terminate this Agreement at any time upon notice to the Owners.

3. Owners shall comply with any conditions imposed on a right-of-way permit for work to be performed within the public rights-of-way concerning the Improvements. Owners agree to ensure that the Owners and their contractors and agents and the Improvements do not damage or interfere with the use and operation of the road, utilities and other improvements located in the Benjamin Avenue Segment or within adjacent public rights-of-way ("Right-of-Way Improvements"). In the event Owners or the Improvements do in fact damage said Right-of-Way Improvements, Owners must cause the repair of said damage immediately and at Owners' expense; or at the option of the City, City will repair said damage and Owners must immediately thereafter reimburse City for said cost and expense. In addition, Owners must reimburse City for any and all additional cost and expense incurred by City to the extent such additional cost and expense was necessitated by reason of the Improvements encroachment, including in regards the City removing the Improvements and restoring the Benjamin Avenue Segment in the event Owners do not do so. If the Owners fail to reimburse the City for any costs or expense due pursuant to this Agreement, the City shall have the right to file a notice of lien against the 1231 Parcel and Parking Structure Parcel for the amount owed plus interest accruing at a rate of twelve percent (12%) per annum until paid in full. The recorded notice of lien shall constitute a lien upon the 1231 Parcel and Parking Structure Parcel and the lien may be foreclosed upon for the benefit of the City any time after fifteen (15) days after the Notice of Lien has been recorded in the public records. City may foreclose the lien in accordance with the procedures established in Chapter 702, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Owners may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

4. In the event that the Improvements are destroyed, removed or demolished, this Agreement shall automatically terminate (except for Owners' obligations to reimburse the City for amounts owed hereunder, to restore the Benjamin Avenue Segment or for other obligations intended to survive termination) unless otherwise agreed to in writing by the City. Owners assume the full risk of loss and damage to the Improvements regardless of the cause of such loss or damage. Owners, for themselves and its successors in interest in the 1231 Parcel and Parking Structure Parcel, agree that any replacement Improvements installed or built on the 1231 Parcel and Parking Structure Parcel will not encroach into the public right-of-way without the prior written consent of the City.

5. In no event shall the City ever be responsible for the repair, maintenance or reconstruction of the Improvements regardless of the cause of the damage, destruction or deterioration of the Improvements. The City will not be restricted in any manner from operating, accessing, maintaining, repairing or reconstructing the Right-of-Way Improvements or making further changes and improvements to the Benjamin Avenue Segment or any other public right-of-way. To the fullest extent permitted by law, the City shall have the right to remove the Improvements from the Benjamin Avenue Segment at any time the City deems needed to accommodate any improvements the City desires to make or any maintenance activities the City desires to conduct within the Benjamin Avenue Segment or other rights-of-way and to charge and obtain reimbursement from the Owners for the full cost of the same.

6. To the fullest extent permitted by law, Owners (jointly and severally) hereby indemnify and agree to release, hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from (i) the construction, location, operation, and maintenance of the Improvements on and within the Benjamin Avenue Segment; (ii) damage to, removal of, or destruction of the Improvements regardless of the cause; (iii) any claims of lien or liens recorded against the Benjamin Avenue Segment, City or the City's property interests, and (iv) for any risk assumed by Owners under this Agreement. The indemnification and hold harmless provisions in favor of the City as set forth in this Agreement shall survive termination of this Agreement.

7. If, in the sole discretion of the City, all or any portion of the Improvements or maintenance thereof: (a) interferes with the operation of the Benjamin Avenue Segment or any other public right-of-way or with any desired construction, widening, reconstruction, alteration or improvement or operation or maintenance

activity which the City desires to perform on, around, over, through or under the Benjamin Avenue Segment; or (b) said Improvements or maintenance thereof, unreasonably interferes in any way with the convenient, safe, or continuous use of the Benjamin Avenue Segment or any other public right-of-way; or (c) the removal of any or all Improvements is necessary to serve the health, safety or general welfare of the citizens of Winter Park; upon one-hundred and twenty (120) days written notice to Owners, the City may terminate this Agreement and require the Owners to remove the Improvements and restore the Benjamin Avenue Segment to its previous condition except as otherwise instructed by the City.

8. If the Owners or their respective successors or assigns default under terms and conditions of this Agreement, the City shall have the right to immediately terminate this Agreement and require removal of the Improvements and restoration of the Benjamin Avenue Segment to its previous condition except as otherwise instructed by the City, all at the Owners' full cost.

9. Owners shall each procure and maintain commercial general liability insurance in an aggregate sum of not less than Three Million and No/100 Dollars (\$3,000,000.00) combined single limit insuring against bodily injury or property damage occurring on or arising from the use and maintenance by Owners of the Benjamin Avenue Segment for the Improvements. Such insurance shall name City as an additional insured and shall not be cancelable by Owners without at least thirty (30) days prior written notice to City.

10. All work required or permitted to be performed by Owners under this Agreement on, under, across, over or through the Benjamin Avenue Segment shall be performed free and clear of all materialman's liens, mechanic's liens and other liens. In the event any such lien is recorded or filed, Owners shall, within thirty (30) days after notice that said lien has been filed, pay the claims secured by such lien or remove such lien by bond. The City and its property interests (including the Benjamin Avenue Segment) are exempt and immune from construction and mechanics liens; nothing herein shall be construed as waiving such exemption or immunity or otherwise granting any rights to lien.

11. Owners acknowledge that at all times during the term of this Agreement, its rights shall be subject to all lawful exercise of the police power of the City, and to such reasonable regulation of the public rights-of-way as the City shall hereafter by resolution or ordinance provide in the interests of health, safety and welfare of the public. Nothing herein shall be construed as or be deemed a restriction on the City's home rule authority, police power or zoning authority. Any inconsistency or ambiguity between the provisions of this Agreement and the lawful exercise of the City's police power shall be resolved in favor of the latter. Additionally, this Agreement and the privileges granted hereunder to Owners are subject to the general ordinance provisions now in effect and hereinafter made effective by the City.

12. The City shall retain all legal rights it enjoys in the Benjamin Avenue Segment. This Agreement does not grant any property rights in the Benjamin Avenue Segment to Owners. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto. The City may record this Agreement in the Public Records of Orange County, Florida. Further, upon its termination, the City shall have the right to record a notice of termination of this Agreement in the public records which shall conclusively establish its termination without the need to obtain written approval or consent from Owners. Owners shall be responsible for any ad valorem taxes that may become due and owing as the result of the Improvements.

13. The term of this Agreement shall be thirty (30) years unless terminated earlier as provided herein. Thereafter, this Agreement will automatically renew in two (2) year increments unless either party elects to not renew this Agreement before it renews.

14. Nothing herein shall be deemed or constitute a waiver of any privilege, immunity or defense under the law by the City or any City official, officer, agents and employees, including without limitation, sovereign immunity protections. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida. This Agreement may not be amended without a written instrument executed by all the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals hereto on the day and year first above written.

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

OWNERS:

**1117 N. Orlando Avenue, LLC**, a Florida  
Limited Liability Company

By: \_\_\_\_\_

Daniel B. Bellows, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Daniel B. Bellows as manager of **1117 N. Orlando Avenue, LLC** who is personally known to me or who has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Printed Notary Name

My Commission expires:

WITNESSES:

**Benjamin Partners, LTD**, a Florida Limited  
Partnership

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

By: \_\_\_\_\_

Daniel B. Bellows, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Daniel B. Bellows as manager of **Benjamin Partners, LTD**, a Florida Limited Partnership who is personally known to me or who has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Printed Notary Name

My Commission expires:

**City of Winter Park**, a Florida municipal corporation

By: \_\_\_\_\_  
Randy Knight, City Manager

ATTEST:

By: \_\_\_\_\_  
Rene Cranis, City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION OF: (1231 Parcel)

1231 Kindel Avenue Winter Park, Fla

Parcel id no. 01-22-29-3712-08-010

**DESCRIPTION:**

A PORTION OF LOTS 1, 2, 19 AND 20, BLOCK 'H', HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN N89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 20.77 FEET; THENCE N00°01'43"W, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE N89°50'17"W, A DISTANCE OF 157.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET AND A DELTA ANGLE OF 89°52'37"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.53 FEET TO THE POINT OF TANGENCY; THENCE N00°02'59"E, A DISTANCE OF 37.00 FEET; THENCE S89°50'56"E, A DISTANCE OF 106.42 FEET; THENCE N00°02'07"W, A DISTANCE OF 34.34 FEET; THENCE S89°50'17"E, A DISTANCE OF 66.31 FEET; THENCE S00°01'43"E, A DISTANCE OF 86.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.26 ACRES (11,210 SQUARE FEET) MORE OR LESS.

**EXHIBIT "B"**

LEGAL DESCRIPTION OF: (the "Parking Structure Parcel")  
1001 N. Orlando Avenue, Winter Park, Fl  
Parcel id no. 01-22-29-3712-01-050

**DESCRIPTION:**

A PORTION OF LOTS 11 THROUGH 14, BLOCK 'B', TOGETHER WITH A VACATED PORTION OF KINDEL AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE, RUN N89°50'56"W, A DISTANCE OF 244.05 FEET; THENCE, S00°04'22"E, A DISTANCE OF 86.11 FEET; THENCE, N90°00'00"W, A DISTANCE OF 48.94 FEET TO THE POINT OF BEGINNING. THENCE, N90°00'00"W, A DISTANCE OF 211.75 FEET; THENCE, N00°02'21"W, A DISTANCE OF 123.67 FEET; THENCE, S90°00'00"E, A DISTANCE OF 211.83 FEET; THENCE, S00°00'00"W, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.60 ACRES (26,191 SQUARE FEET) MORE OR LESS.

**DESCRIPTION:**

A PORTION OF LOTS 3 AND 18, BLOCK 'G', AND A PORTION OF LOTS 11 AND 12, BLOCK 'B', TOGETHER WITH A VACATED PORTION OF KINDEL AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 15 & 600 AND THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE, RUN N89°50'56"W, A DISTANCE OF 244.05 FEET TO THE POINT OF BEGINNING; THENCE, S00°04'22"E, A DISTANCE OF 86.11 FEET; THENCE, N90°00'00"W, A DISTANCE OF 48.94 FEET; THENCE, N00°00'00"E, A DISTANCE OF 123.67 FEET; THENCE, S90°00'00"W, A DISTANCE OF 211.83 FEET; THENCE, N00°00'00"E, A DISTANCE OF 45.67 FEET; THENCE, N90°00'00"E, A DISTANCE OF 261.3 FEET; THENCE, S00°18'53"W, A DISTANCE OF 83.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.41 ACRES (17,967 SQUARE FEET) MORE OR LESS.



# Development Review Committee

# agenda item

**item type**

Public Hearings (Public participation and comment on these matters must be in person.)

**meeting date**

December 20, 2023

**prepared by**

Allison McGillis, Assistant Director of Planning and Zoning

**approved by****subject**

Request of Benjamin Partners, LTD for Development Plan Approval to construct a 483-space parking garage with 12,041-square feet of liner retail/commercial space, at the southwest corner of Benjamin Avenue and Morgan Stanley Avenue, within the Ravaudage Planned Development.

**motion | recommendation**

Staff recommendation is for approval with the following conditions:

1. That during construction, 22 spaces within the parking garage are outfitted with the electrical capacity and buried raceway, necessary to accommodate the hardwire installation for, at the minimum, a Level-2 vehicle charging station, and that prior to a Certificate of Occupancy, 4 of the 22 spaces must be equipped with an actual Level 2 charging station.
2. That prior to a Certificate of Occupancy for the project, the proposed oak trees to screen the southern portion of the garage are planted and must be at least 8 inches in diameter at the time of planting.
3. That the project incorporates the required bicycle parking spaces per Orange County codes.
4. That any back of house items like the electric meter connections, transformer/switch gear, metering, etc. be effectively screened from the rights-of-way surrounding the site.

**background**

In June of 2016, this project site at the southwest corner of Benjamin Avenue and Morgan Stanley Avenue received approval for a similar project consisting of a 586-space parking garage and an 89,891-square foot retail/commercial component. The request today is to reduce the parking garage to 483 spaces and the retail/commercial component to 12,041-square feet.

The proposed project is located in the northern portion of the parking lot behind Ale House, and will have frontages along Lewis Drive to the west, Morgan Stanley Avenue to the north,

and Benjamin Avenue to the east. The retail/commercial component is located along the Morgan Stanley Avenue frontage. The parking garage will be accessible from the Lewis Drive and from the east within the existing parking lot. The applicant is proposing an enclosed pedestrian bridge to connect this parking garage to the Bank OZK building to the east. If approved, it will span across Benjamin Avenue to create the connection. There will be 17 feet of vertical clearance under the bridge which meets the minimum standards for a pedestrian bridge. In order to build this bridge, the request must go on to the City Commission for final approval after recommendation from DRC.

The building height is 42 feet and eight (8) inches to the top of the parapet roof with the architectural tower element at 53 feet and 11 inches. This is consistent with the PD allowances. In terms of architecture, the garage will have visibility from all four sides. The majority of the portions of the garage that are visible incorporate either window framing elements or "Juliet" railings as shown in the attached renderings. The portions of the garage that are just spandrels due to the need for air ventilation are to be screened by oak trees that will be planted at the time of construction of the garage. Staff is proposing a condition of approval regarding the trees.

The garage plans do not show any electric vehicle charging stations. Staff is recommending a condition that during construction, 22 spaces within the parking garage are accommodated with the electrical capacity and buried raceway necessary to accommodate the hardwire installation for, at the minimum, a Level-2 vehicle charging station, and that prior to a Certificate of Occupancy, 4 of the 22 spaces must be equipped with an actual Level 2 charging station. This is the same condition that the Life Time Fitness was given. Also, the plans submitted do not show any bike parking as required by Orange County Code requirements, therefore staff is recommending a condition to comply with this requirement.

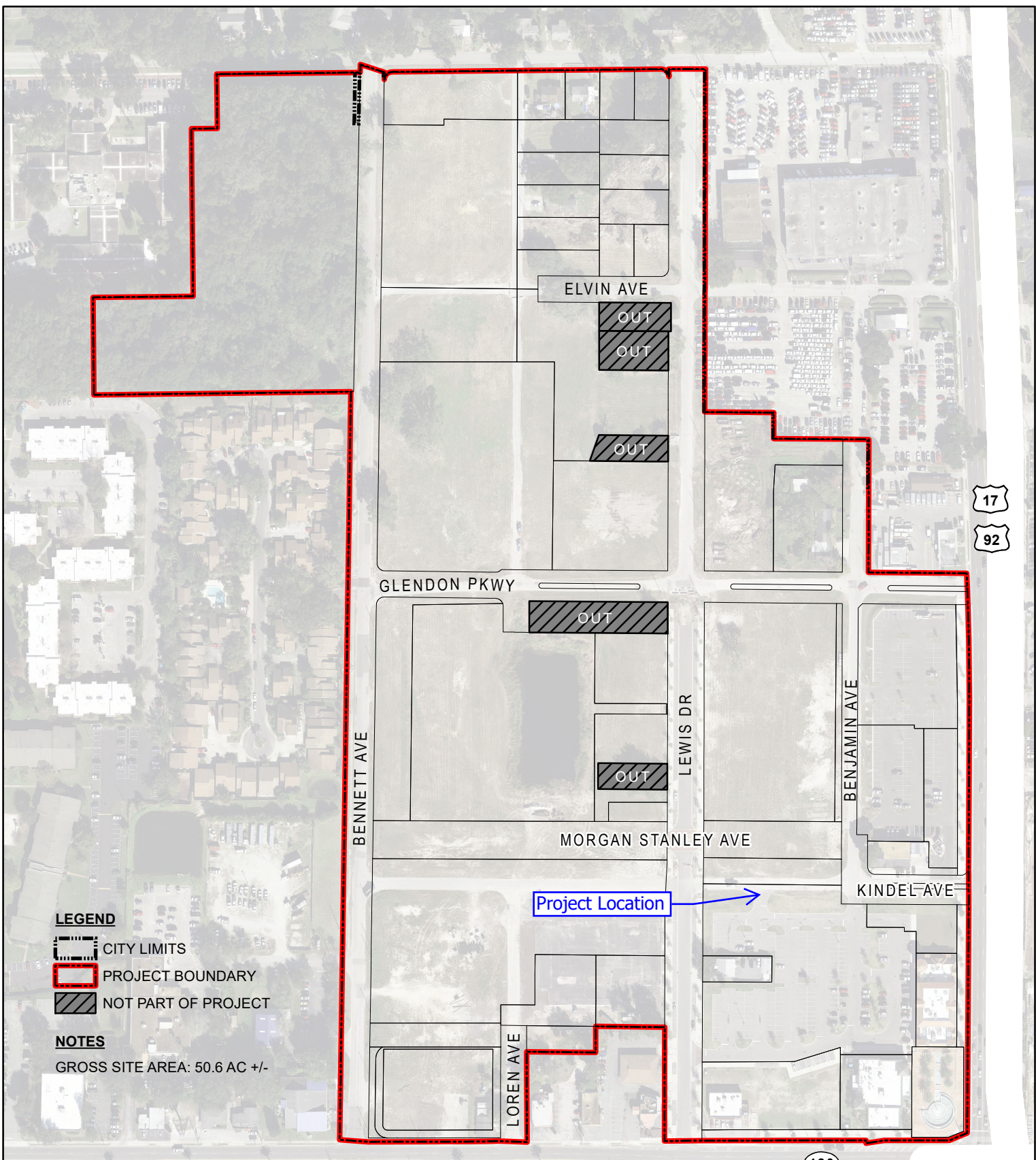
## **strategic objectives**

## **alternatives | other considerations**




## **fiscal impact**

## **attachments**

1. Project Location Map
2. McCallister Garage APPLICATION - Clean 12.20.2023



**LEGEND**

-  CITY LIMITS
-  PROJECT BOUNDARY
-  NOT PART OF PROJECT

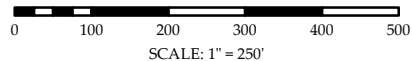
**NOTES**

GROSS SITE AREA: 50.6 AC +/-



**RAVAUDAGE  
LAND USE PLAN  
WINTER PARK, FLORIDA**

**SHEET A-1  
PROJECT LOCATION**



# DRC Meeting Application



who to  
contact

**Jeff Briggs, Planning Manager**  
jbriggs@cityofwinterpark.org

ph 407.599.3440 ◇ fax 407.599.3499  
401 S. Park Ave. ◇ Winter Park, FL 32789

**Submittal Date:** 11-30-2023

**DRC Date:** 12-20-2023

**Project Name:** MCCALLISTER PARKING GARAGE REVISION REQUEST "483"

**Project Address:** 1001 N. ORLANDO AVE. WINTER PARK, FL 32789

**Request Type:**

- Preliminary Review Item
- Change Determination
- Appeal/Staff Determination
- Extension

**Sponsoring Division:**

- Development Engineering
- EPD
- Planning
- Zoning

**Forms:**

- Agent Authorization
- Project Expenditure Report
- Relationship Disclosure Form
- SB1752 Permit Extension From

**Project Type:**

- Land Use Plan/ Amendment
- Preliminary Subdivision Plan
- Development Plan

**PLEASE SPECIFY BELOW, IN DETAIL, YOUR REQUEST FOR CONSIDERATION BY THE DRC**

REUSE PRIOR APPROVAL OF THIS PROJECT TO A REDUCED STRUCTURE OF 483 PARKING SPACES AND 12,041 SF OF RETAIL/COMMERCIAL. STORM WATER ALREADY ACCOUNTED FOR IN MASTER PHASE 1 RAVAUDAGE SYSTEM. RETAIL PARKING WITHIN GARAGE. GROUND PLUS THREE (3) LEVELS AT 52'

Contact Name: DAN BELLOWS Phone: 407-620-3005 Email: W1454@AOL.COM

**Fee Payment Schedule**

All change determination/ preliminary review fees are paid to the Planning Department located on the second floor of City Hall, 421 S. Park Avenue, Winter Park, FL 32789. All Checks are made payable to City of Winter Park.

**Change Determination—PD Land Use Plans—\$1,190.00**

**Change Determination—Preliminary Subdivision/ Development Plans—#358.00**

**Appeal/ Extension/ Preliminary Review Item/ Staff Discussion—\$137.00**

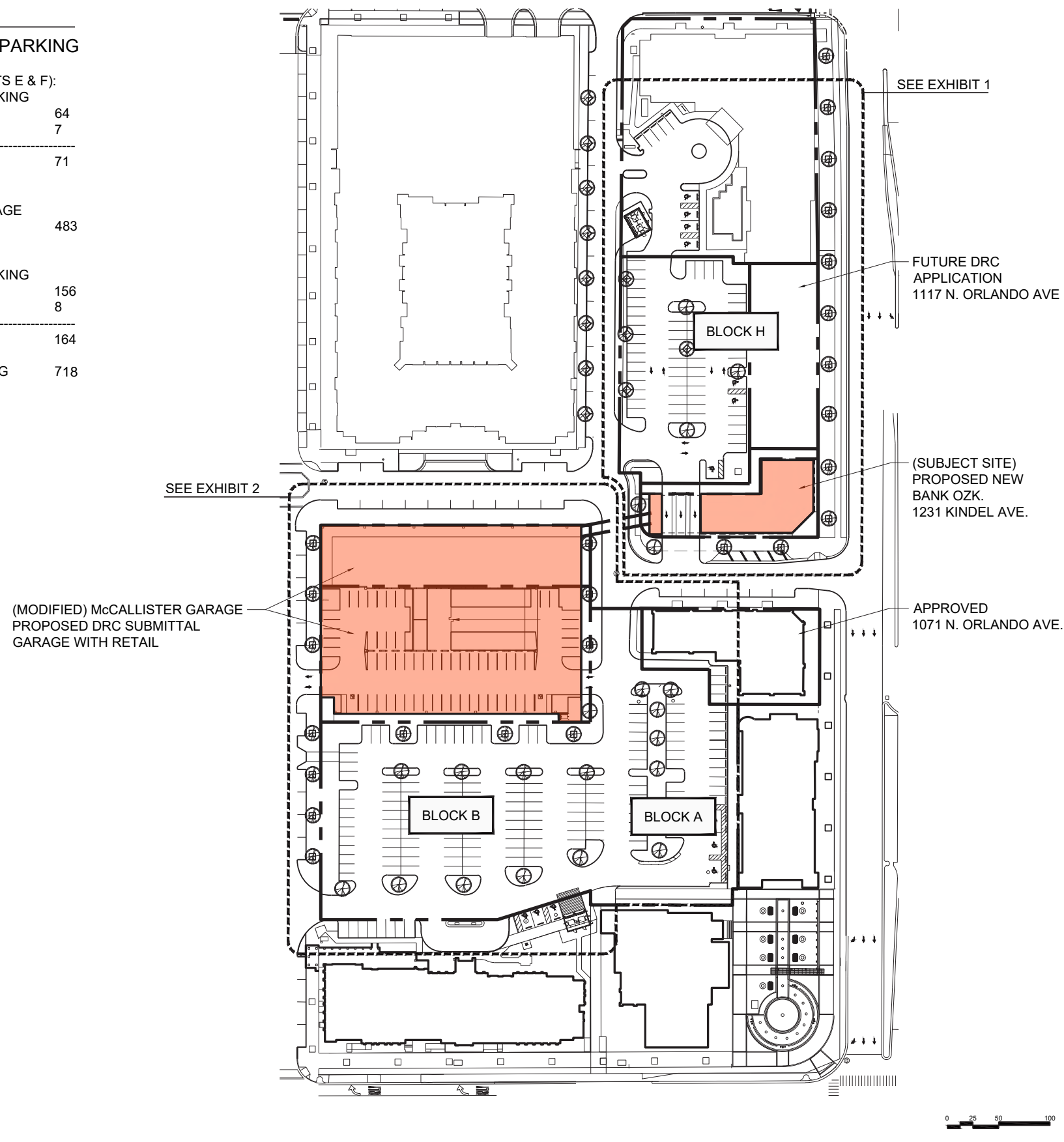
**REQUIRED BACKUP MATERIALS**

Please consult with staff at the required pre-application conference.

Ten (10) copies of the meeting application and all required backup materials.

**PARKING MATRIX**

REQUIRED PARKING		PROVIDED PARKING	
1251 LEE ROD: ALE HOUSE	75	BLOCK - H (LOTS E & F): SURFACE PARKING	
		STANDARD	64
		HANDICAP	7
		-----	
		TOTAL	71
1035 N. ORLANDO AVE: MIX USE BUILDINGS	111	BLOCK B PARKING GARAGE	
1071 N. ORLANDO AVE: PROPOSED MIX USE	81	STALLS	483
1231 KINDEL AVE: BANK OZK	56	BLOCK A & B SURFACE PARKING	
		STANDARD	156
		HANDICAP	8
		-----	
		TOTAL	164
1001 N. ORLANDO AVE: MCCALLISTER GARAGE RETAIL	48	TOTAL PARKING	718
1117 N. ORLANDO AVE: FUTURE DEVELOPMENT	29		
1127 N. ORLANDO AVE: MARRIOTT SHS	84		
<b>TOTAL</b>	<b>580</b>		



**DISCLAIMER**

Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been fully vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a certified survey

**ACi Architects**  
955 N Pennsylvania Ave.  
Winter Park, FL 32789

P: 407.740.8405  
www.acistudios.com  
FL Reg. AA0002940



**SITE DATA**

SITE ADDRESS:  
1001 N. ORLANDO AVE  
WINTER PARK, FLORIDA 32789

SITE AREA:  
50,334 SF - 1.15 AC

PAREL ID:  
01-22-29-3712-01-050

ZONING:  
OC-PD-PLANNED DEVELOPMENT

FUTURE LAND USE:  
OC-PD-PLANNED DEVELOPMENT

PROPOSED PARKING:  
GARAGE = 483  
SURFACE = 164

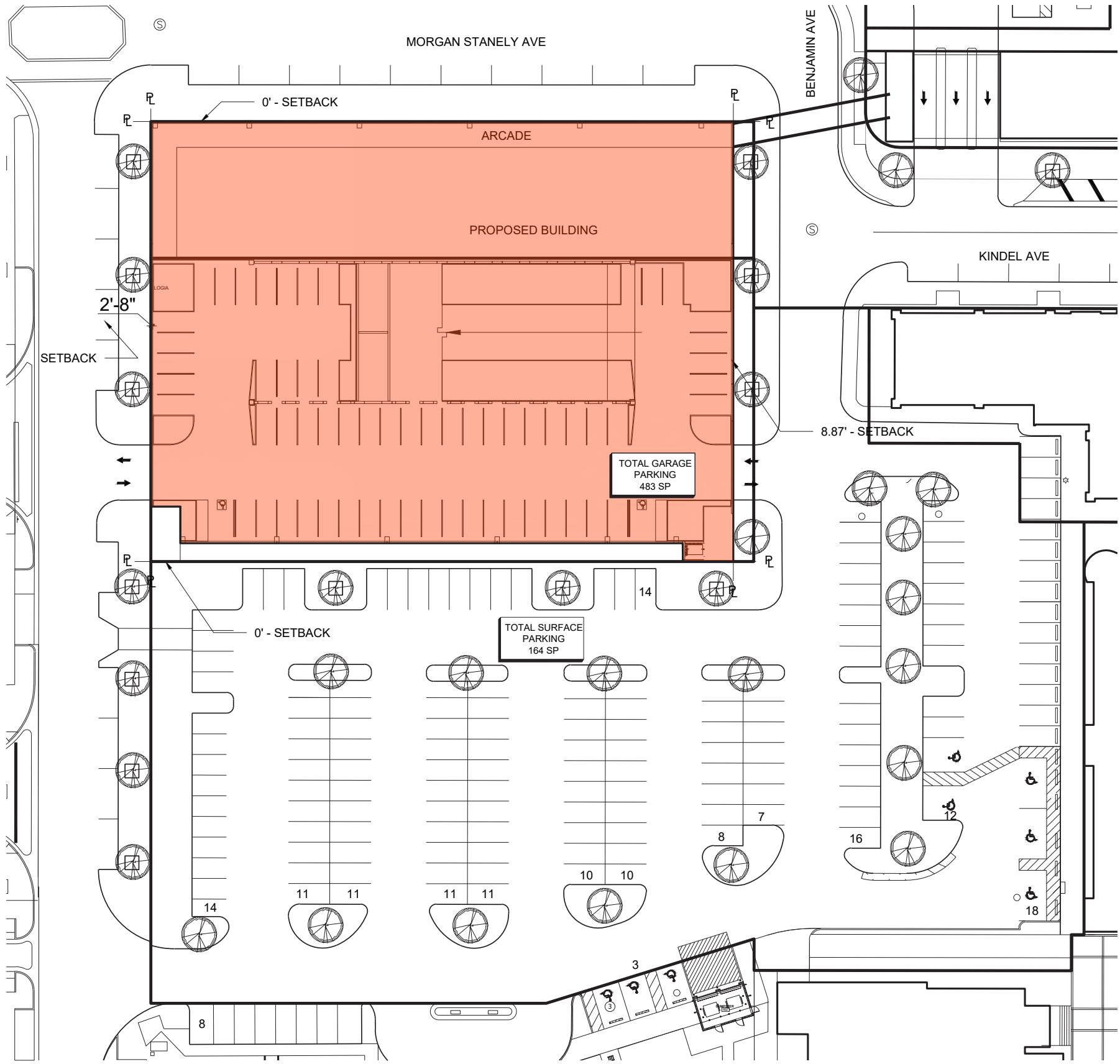
TOTAL PARKING = 647 STALLS

BUILDING SETBACKS:  
NORTH SIDE (INTERNAL) -0'  
EAST SIDE (BENJAMIN AVE) - 8.87'  
SOUTH SIDE (INTERNAL) 194.7'  
WEST SIDE (LEWIS AVE) 2'-8"

FLOOD PLAIN:  
ZONE "X" - MAP PANEL  
12095C0255F  
EFFECTIVE 9-25-2009

**PARKING COUNTS**

SURFACE REG	- 156
SURFACE HC	- 8
GARAGE REG	- 472
GARAGE HC	- 11
<b>TOTAL</b>	<b>647</b>



RAVAUDAGE PARKING EXIBIT 2 BLOCK H PARKING PLAN

12.20.23

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**DRC RAVAUDAGE PARKING TRACKER**

APPROVED DEVELOPMENT PRODUCT	SQUARE FOOTAGE		CODE REQUIRED PARKING	Provided Parking LOCATION	Location Parking Counts	Location Parking Counts	Location Parking Counts	Location Parking Counts	IF	IF Proposed	
	SEAT COUNT	KEY COUNT							Proposed Future Garage	Future Ga surface Blk A,B,H	
<b>Total Existing: &gt;</b>					<b>323</b>	<b>88</b>	<b>71</b>	<b>135</b>	<b>483</b>	<b>164 + 71</b>	
MILLERS ALE HOUSE 1251 Lee Rd	300	SEATS	75	>	Blocks A,B & C 50	Block A & B 25	Block C 0	Block H 0	Block K 0	McCallister Garage 25	Block A & B 50
HILTON GARDEN INN 1275 Lee Road	102 100 276	KEYS /1.5 SEATS /4 sq ft /100	68 25 3	>	Blocks A,B & C 96	Block A & B 70	Block C 26	Block H 0	Block K 0	McCallister Garage 60	Block A & B 36
GARDENS AT RAVAUDAGE 1035 N. Orlando ave	330 3140 3548	SEATS /4 sq ft medical /200 sq ft /300	83 16 12	>	Blocks A,B & C 111	Block A & B 80	Block C 31	Block H 0	Block K 0	McCallister Garage 80	Block A & B 31
APPROVED MIXED USE BLDG 1071 N. Orlando ave	7381 or 200 6725 4	sq ft RETAIL /200 SEATS /4 sq ft OFFICE /300 units APTS X 2	51 22 8	>	Blocks A,B & C 81	Block A & B 74	Block C 6	Block H 0	Block K 0	McCallister Garage 74	Block A & B 6
BANK OZK 1231 Kindel Ave	14,101	sq ft OFFICE 4/1000	56	>	Block H 56	Block A & B 0	Block C 0	Block H 56	Block K 0	McCallister Garage 43	Block H 11
PROPOSED McCALLISTER 1001 N Orlando ave	12,041	sq ft RETAIL	*48		*Future Garage A & B 0	Block A & B 0	Block C 0	Block H 0	Block K 0	McCallister *Garage 48	Block A & B 0
FUTURE HOTEL KEYS 1117 N. Orlando Ave	40	HOTEL KEYS /1.5	*29		*Future Garage A & B 0	Block A & B 0	Block C 0	Block H 0	Block K 0	McCallister *Garage 29	Block A & B 0



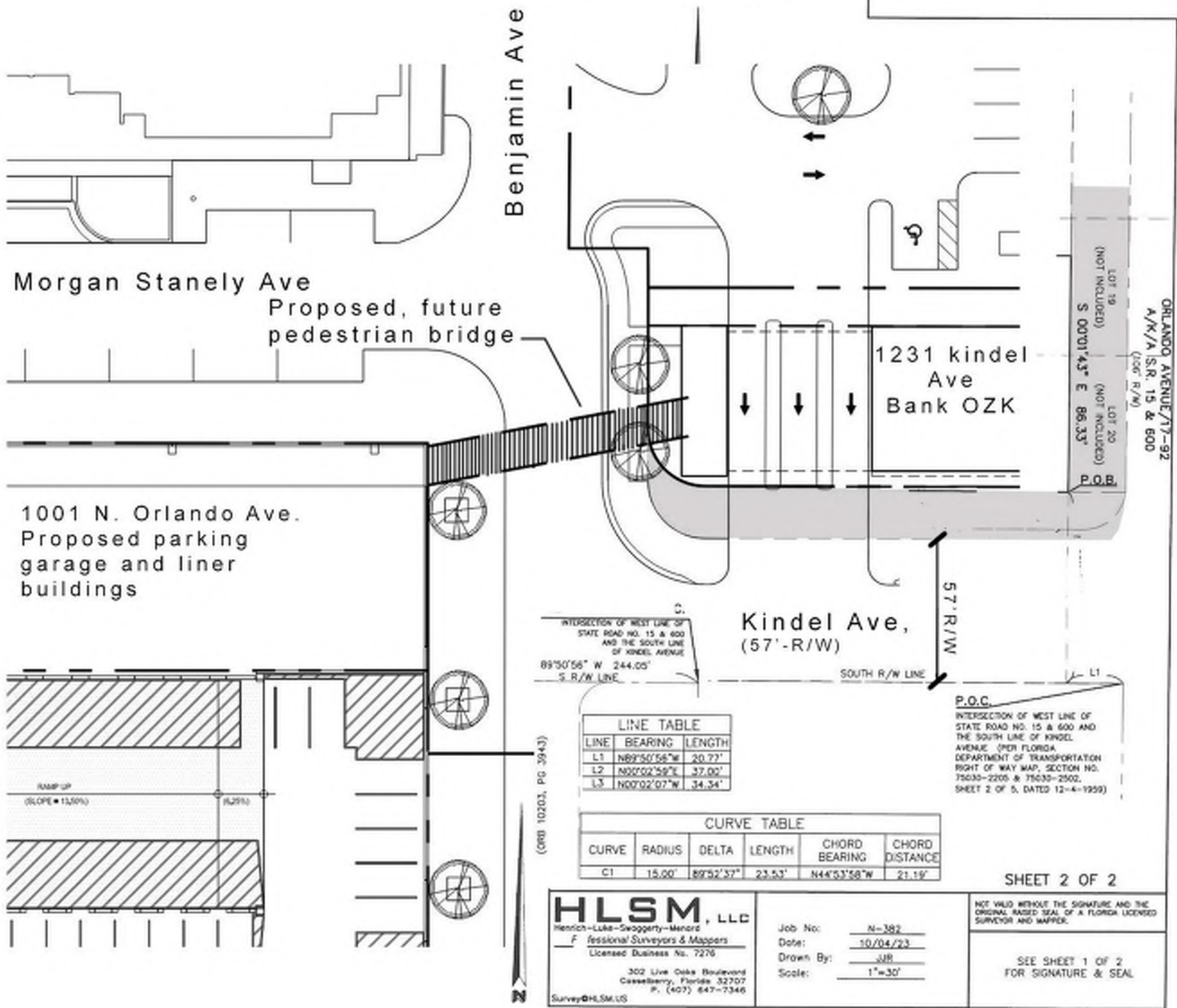
**23-2058 CAR COUNT - C2**  
**Based on Finrock Drawings - 2023-11-10**

PARKING GARAGE	PARKING COUNT								
	HIGHEST OCCUPIED FLOOR (FT)	FLOOR	FLOOR TO FLOOR HEIGHT (FT)	BUILDING HEIGHT (FT)	FLOOR AREA (SF)	STANDARD 9'-0"x18'-0"	ADA 12'-0"x18'-0"	ADA VAN 12'-0"x18'-0"	TOTAL PER LEVEL
37.33	LEVEL 4	0.00	37.33	43,204	131	3	0	134	
	LEVEL 3	10.50	26.83	46,884	143	3	0	146	
	LEVEL 2	10.50	16.33	46,884	137	3	0	140	
	LEVEL 1	16.33	0.00	31,567	61	0	2	63	
	<b>GARAGE TOTAL</b>				<b>168,539</b>	<b>472</b>	<b>9</b>	<b>2</b>	<b>483</b>

\*DRIVE AISLES: 24'-0"

98%                      2%                      0%

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°50'56"W	20.77'
L2	N00°02'58"E	37.00'
L3	N00°02'07"W	34.34'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15.00'	89°52'37"	23.53'	N44°53'58"W	21.19'

**HLSM, LLC**  
Hendrich-Luke-Swaggerty-Merold  
Professional Surveyors & Mappers  
Licensed Business No. 7276

302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
Survey@HLSM.US

Job No: N-382  
Date: 10/04/23  
Drawn By: JBR  
Scale: 1"=30'

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

SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

SHEET 2 OF 2





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23-2058-2.3



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23-2058-2.3



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23-2058-2.3



