



Planning & Zoning Board Regular Meeting

Agenda

January 17, 2024 @ 6:00 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/ and include virtual meeting instructions.

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"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 December 5, 2023. 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 Rollins College for approval to build a three-story, 80,981 square foot, Rollins Faculty & Staff housing building of 48 units via: 45 minutes
 1. Comprehensive Plan text policy amendment;
 2. Comprehensive Plan future land use map and Zoning map amendments; and
 3. Conditional Use approval.
 - 5. Action Items**
 - 6. Non-Action Items**
 - 7. Staff Updates**
 - 8. Board Comments**
 - 9. Upcoming Agenda Items**
 - 10. Adjournment**



Planning & Zoning Board

agenda item

item type

Consent Agenda

meeting date

January 17, 2024

prepared by**approved by**

Mary Bush, Administrative Coordinator III

subject

Approve the minutes of December 5, 2023.

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

1. Draft Planning & Zoning Board Meeting Minutes



Planning & Zoning Board Regular Meeting Minutes

December 5, 2023 at 6:00 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Melissa Vickers, David Bornstein, Alex Stringfellow, Vashon Sarkisian, Jim Fitch. Also Present: City Attorney Dan Langley. Staff: Planning Consultant Jeff Briggs; Planner II Nicholas Lewis; Planner I Corinna Lundgren; and Recording Secretary Mary Bush.

Absent

Michael Spencer, Warren Lindsey

1. Call to Order

Chairman David Bornstein called the meeting to order at 6:00 p.m.

2. Consent Agenda

- a. Approve the minutes of November 7, 2023.

Motion made by Jim Fitch; seconded by Alex Stringfellow to approve the November 7, 2023 meeting minutes.

The motion carried unanimously by a 6-0 vote. (Michael Spencer was absent from the meeting.)

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

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

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

- a. SPR #23-12. Request of Winters Brothers Construction Inc. for approval to construct a new, three-foot solid wall along both lakefront property lines at the single-family home located at 1250 College Point on Lake Virginia, zoned R-1AAA. 10 minutes

Mr. Lewis provided a summary of the item. He presented an aerial map and site plan for the project. He noted that the applicant was asking to construct a 3-foot wall topped with a 3-foot aluminum gate along the north side of the property that's adjacent to a park. The applicant's neighbor at 1211 College Point had previously

requested to construct the same type of wall and gate next to the park and was approved by the Board to do so. He added that the applicant was also asking to construct the same wall and gate on the south side of the property alongside their adjacent neighbor at 1300 College Point. Mr. Lewis indicated that the neighbor had provided staff with a letter in favor of the applicant's request. He explained that staff felt that the applicant's safety and privacy concerns regarding the park side are clear and obvious and staff were in favor of the request. However, staff was not in favor of the applicant's request for the south side of the property. He then presented and briefly discussed elevations for the project and photos of the property. He went on to review the lakefront approval criteria and how it related to the request. He noted that no trees would be removed, there were no storm water issues, and no issues with lake views. He explained that staff was not in favor of allowing three-foot walls between private neighbors, even with neighbor support, due to the walls being a fairly permanent structure and the possibility of future changes in ownership of properties. He added that other materials could be used instead of the wall to achieve safety and privacy and still meet code requirements.

Staff recommendation was for approval of the wall along the northern lot line adjacent to the park and for denial of the wall along the southern lot line adjacent to the neighboring lakefront single-family home.

The Board inquired about how the park is accessed, what is permitted per code within the 75-foot setback between the property lines, and if a wall of the same nature had ever previously been approved.

The applicant, Brian Albertson of 350 East Reading Way, Winter Park, FL 32789 addressed the Board. Mr. Albertson spoke about privacy and safety concerns with the property and how he felt the wall and fence combination would be better for the view of his neighbor on the property's south side. He also expressed that he wanted to have continuity of fence on each side of the property.

The Board briefly inquired about the approval from the neighbor on the property's south side and if columns would be allowed in the 75-foot setback between the property lines.

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

Motion made by Jim Fitch, seconded by Vashon Sarkisian, for approval to construct a new, three-foot solid wall along both lakefront property lines at the single-family home located at 1250 College Point on Lake Virginia, zoned R-1AAA.

The motion carried by a 5-1 vote. (In Favor: Vashon Sarkisian, Melissa

Vickers, Jim Fitch, and David Bornstein. Opposed: Alex Stringfellow. Michael Spencer was absent from the meeting.)

- b. Request of Rollins College for: Conditional Use approval to build a 20 minutes new 139,200 square foot Rollins Residence Hall on the campus at 1000 Holt Avenue.

Mr. Briggs gave a summary of the item. He presented an aerial map and site plan for the project. He noted that the applicant, Rollins College, wanted to build a new larger residence hall on the eastern portion of the campus where their current Holt Hall exists. He added that this area grades down to Lake Virginia, which can provide for additional building stories versus what the height is measured from the street. Mr. Briggs then indicated that the new residence hall would have 300 beds versus the 80 beds the existing hall has, allowing more students to live on campus. He added that the students will have access to a 900 space on campus parking garage adjacent to the hall and there would be no impacts to surrounding neighborhoods or offsite properties.

Staff recommendation was for approval with the following condition:

- That the maintenance building walls facing the street have architectural ornamentation and that a landscape plan be provided for approval by the City that adequately screens the view of this building and the tennis court fencing, to the satisfaction of the City.

The applicant's representative, Attorney Becky Wilson of 215 N. Eola Drive, Orlando, FL 32801 addressed the Board. Attorney Wilson noted the college's desire to bring more of their existing students on campus. She added that the new residence hall would allow more students to move out of the surrounding neighborhoods and onto campus, resulting in fewer students commuting to and from campus each day.

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

The Board inquired about their purview over the applicant's request and clarification on the applicant's proposed reduction in tennis courts.

Motion made by Melissa Vickers, seconded by Alex Stringfellow, for Conditional Use approval to build a new 139,200 square foot Rollins Residence Hall on the campus at 1000 Holt Avenue, with the following condition:

- That the maintenance building walls facing the street have architectural ornamentation and that a landscape plan be provided for approval by the City that adequately screens the view of this building and the tennis court fencing, to the satisfaction of the City.

The motion carried unanimously by a 6-0 vote. (Michael Spencer and Warren Lindsey were absent from the meeting.)

5. Action Items

6. Non-Action Items

7. Staff Updates

Mr. Briggs announced that the Director of Planning and Zoning, Allison McGillis had returned to work from a recent leave of absence.

8. Board Comments

9. Upcoming Agenda Items

10. Adjournment

The meeting adjourned at 6:30 p.m.

ATTEST:

/s/ Mary Bush, Recording Secretary



Planning & Zoning Board

agenda item

item type

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

meeting date

January 17, 2024

prepared by

Jeffrey Briggs, Director of Planning and Zoning

approved by

Jeffrey Briggs, Director of Planning and Zoning

subject

Request of Rollins College for approval to build a three-story, 80,981 square foot, Rollins Faculty & Staff housing building of 48 units via:

1. Comprehensive Plan text policy amendment;
2. Comprehensive Plan future land use map and Zoning map amendments; and
3. Conditional Use approval.

motion | recommendation

Staff recommendation is for approval with the requirement for the Community Benefit Agreement.

background

Rollins College is requesting approval to build a three-story, 80,981 square foot, 48-unit Faculty and Staff housing development. The site includes a portion with frontage on New England and Welbourne Avenues that now hold 28 existing apartments referred to as the Dan Hunter apartments. The site also includes seven vacant lots that front Welbourne Avenue. The total site size is 78,000 square feet (1.8 acres). All the property is zoned R-3.

Rollins College has provided a project narrative outlining the need for faculty and employee housing. One of the goals of the City Commission and the Chamber of Commerce is in finding ways to promote 'attainable' housing in the city. The City has been a leader among cities in Florida in promoting 'attainable' housing by assisting its non-profit partners of the Winter Park Housing Authority, the Hannibal Square Community Land Trust and Habitat for Humanity with financial support for the creation of such housing.

However, there are numerous Comprehensive Plan Policy and Zoning Code challenges that need to be resolved in order to make this project a reality. To that end, Rollins College is asking for a Comprehensive Plan policy text change and some modifications to the future land use and zoning maps.

Comprehensive Plan/Zoning Code Compliance:

Unit Density: One challenge is that the R-3 zoning allows a maximum of 17 units/acre, which on this 1.8-acre site yields 20 units versus the desired 48 units. However, this site does have two unique features that provide a gateway to that 48-unit density. One unique feature is that the existing eastern portion of this site at 273 W. New England Avenue now holds 28 small (500 sf) garden apartments built in 1959, that are referred to as the Dan Hunter apartments, after the former owner/mayor. Since there are more apartments than the current code would allow, the property is a "non-conforming use" meaning it is now "used" for more density than the Zoning Code now allows. However, the Zoning Code, provides that the City may allow the demolition and redevelopment of a "non-conforming use" to the existing density, if deemed for community benefit. As a result, the five lots now holding the 28 units of the Dan Hunter apartments will contain a similar 28 new apartments.

A second unique feature of this overall property is that there is a Settlement Agreement for the three vacant lots at 316 W. Welbourne Avenue. This arose from a Bert Harris claim by the New England Partners LLC. over the adoption of the 2010 Comprehensive Plan. The settlement agreement allows a density of up to 25 units/acre on that property. That added density, together with the other R-3 density entitlements, allows up to the 48 units proposed.

While this unit density exceeds the customary 17 units/acre maximum, the comfort is that the building size in total square feet does not exceed the 110% floor area ratio (FAR) permitted by the Comprehensive Plan and Zoning Code. The proposed total building size is 80,791 sq. ft. (103.82% FAR) and the maximum building size could be up to 85,800 sq. ft. (110% FAR). As a market rate condo, one could build up to 20 condominiums of 4,290 sq. ft. each. Or in this case, 48 apartments that range in size from 905 sq. ft. to 1,615 sq. ft. The average apartment unit size is 1,217 sq. ft. While there are more units, there is not any more building size than is allowed by the Comprehensive Plan and Zoning Code. The building is just divided into smaller units in concert with the proposed use as attainable housing.

Commercial Frontage: At the very beginning of the Community Redevelopment Area in 1995, there was a vision to provide for a pedestrian connection between Park Avenue and Hannibal Square. The goal is to produce street level commercial/office businesses for buildings on New England Avenue. Then one day, residents and visitors could be encouraged to walk up and down, not just Park Avenue, but also New England Avenue as well. While there are existing residential units on the first-floor of buildings fronting Morse Blvd., there are only commercial or office businesses in buildings fronting New England Avenue on the first floor. To that end, there is a Comprehensive Plan policy mandating such for any new redevelopment on New England Avenue. The wording of the current Comprehensive Plan policy implies that the entire first floor of the buildings fronting New England Avenue must be commercial/office. In order to conform to the spirit of this goal, this project features a small coffee shop and bookstore component (1,000 sf) on the first floor of the front 38 feet of the lot depth. Modifications to the future land use plan map and zoning map then become part of this package in order to accomplish this end.

From the City's perspective, requiring 1,000 sf of an 80,981 square foot building (1.2%) should not be a burden upon Rollins College. It is important because what is done in this project will be the precedent when the six adjacent vacant lots fronting New England Avenue immediately to the west, are proposed for development. Since Truist Bank has discontinued

the drive-thru tellers and only operates an ATM, that site may also be a future candidate for redevelopment.

Third Floor Building Design: This project is a three-story building with a flat roof within the 35 feet of building height permitted by R-3 zoning. Within the defined Central Business District area and along the New England Avenue corridor, the Comprehensive Plan and Zoning Code allow three-story walls and flat roofs, such as exist to the west along New England Avenue. Outside those areas, one must do a sloped third floor roof with dormers to reduce the visual impact of the three-story height to appear as 2½ stories. (That was the design used for the three-story building that was part of the Winter Park Commons/Patmos Chapel project.) On this project site, the lots that front on New England Avenue are allowed the full three stories but for the lots fronting on Welbourne Avenue, the 2½ story design must be used. The College is requesting the Comprehensive Plan policy text amendment to overcome this design challenge. To the staff, the request is mitigated by the fact that the Welbourne frontage is across the street from the four-story Douglas Grande building.

Parking Compliance: The Code requires 2½ spaces per unit for the 48 apartments (120 spaces) and one per 250 sf for the 1,000 sf of coffee shop/bookstore (4 spaces) or 124 total parking spaces. The proposed plan includes 97 spaces. The 2½ space requirement is based upon the city's experience with projects that need to park visitors and daily trade/delivery parking. Historically, via Conditional Use approvals for the other apartments on New England Avenue, the City has required only 2 spaces per unit, recognizing that on-street parking is available. Using that criteria lessens the requirement to 96 spaces plus the 4 for the coffee shop/bookstore (100 total). It is also reasonable to assume that not every apartment unit will have 2 cars, so that the deficit is minimal. Thus, while the parking provided appears to meet the realistic needs of the project, it is still a variance from the code requirements.

As was discussed with the Winter Park Commons/Patmos Chapel project, there is an opportunity to also create more on-street parking along Welbourne Avenue. This building is 25 feet from the front property line on Welbourne Avenue. This setback area would allow for creation of indented on-street parking (that did not block the travel lanes) with the sidewalk moved onto the front portion of the project property, as well as allowing for bump-outs for new street trees. With the Douglas Grande building located about 10 feet from the street curb, the minimally reduced front landscaped yard setback area would not be out of context.

Community Benefit Agreement: The Comprehensive Plan policy over-rides and overall approval is based upon the College's commitment to provide affordable and attainable housing for their faculty and staff, which is of benefit to the entire city. To that end, there needs to be a formal Agreement that the use of these living units will be for the purposes stated for a significant term, versus conversion to market-rate condominiums. There already exists an Agreement with Rollins College prohibiting future use of student housing/dormitories.

This Community Benefit Agreement should address:

1. The commitment to affordable/attainable housing for Rollins College faculty and staff for a period of a minimum of 30 years.
2. Prohibition on the use of apartments as undergraduate or graduate student housing or use for classroom instruction.
3. Property to remain on the tax rolls unless permitted for exclusion pursuant to Fl. Statutes

Section 196.1978

4. Coffee shop and Bookstore space (1,000 sq. ft.) on the first floor of the south 38 feet of the lots fronting New England Avenue shall be used as retail business space open to the public.

Staff Evaluation and Recommendation: This Rollins Faculty and Staff housing project is important to the College and also the City at-large in providing affordable/attainable housing in proximity to their employment. Winter Park's most successful affordable/attainable housing to-date has been done in conjunction with non-profit partners. This project conforms to the maximum building size (FAR) permitted under the existing zoning and the unit density increases are necessary to provide for the intended usage versus market rate condominiums. As such, this project will be of benefit to the College and to the benefit of the City.

Existing Comprehensive Plan Policies:

Policy 1-2.4.10: Height Restrictions in the Hannibal Square Neighborhood Commercial District. Two story maximum building heights shall be the maximum permitted, except the City may permit third stories when limited to residential use and deed restricted for residential usage only.

Policy 1-5.4.6: Promote Appropriate Scale & Height for Medium Density Multi-Family Development. Except within the Central Business District geographical area, multi-family residential development within areas designated Medium Density Residential shall not exceed two stories in height unless approved via conditional use by the City Commission. In addition, such third floors must be entirely contained within a sloping roof having a maximum 12:12 roof slope.

Policy 1-H-14: Encourage the Viability of the Hannibal Square Commercial District along New England Avenue. In order to encourage and insure the viability of the Hannibal Square Commercial District, the existing buildings and any other future buildings with street frontage on New England Avenue shall be required to be used for non-residential business purposes on the first floor and utilized as such for retail space, restaurants space, salons or office space and residential use shall be only permitted on the upper floors of any such building, other than an entrance lobby for access to the upper floor units.

New Proposed Comprehensive Plan Policy:

Policy 1-H-18: Daniel Hunter Apartments Vesting and Roof Slope. The property located at 273 W. New England Avenue (Daniel Hunter Apartments) was developed as 28 residential units, these units may be rebuilt without the requirement for commercial on the first floor of the building (except for the south 38 feet thereof adjacent to New England Avenue). The Daniel Hunter Apartments and the properties at 262, 308, and 316 W. Welbourne Ave and 210 S. Virginia Avenue may be constructed consistent with the roof height as permitted in the R-3 zoning and roof slope as allowed in the Central Business District.

Zoning Code - Nonconforming Use Provisions:

(g) Special permit.

(1) The intent and purpose of this section is to recognize that there are limited and special circumstances where overall community and public policy objectives of the city encourage, and shall be served by, the continuation of some nonconforming uses and structures, provided said uses and structures are not detrimental to the surrounding neighborhood and to the

community values established in the city's comprehensive plan and city codes. The city commission desires to establish specific standards for this category of special permit in order to allow the continuation of some nonconforming uses and structures notwithstanding any contrary provisions of this article or City Code.

(2) The city commission at a duly held public hearing may grant a special permit to allow the continuation of a nonconforming use or structure provided the following terms and conditions are strictly satisfied:

- a. The owner of the property on which the nonconforming use or structure exists files a special permit application provided by the city; and
- b. The applicant demonstrates that the continuation of the nonconforming use or structure:
 1. Is capable of contributing in a positive way to the character and serves the need of the community, or reuse of buildings with architectural or historic value; and reuse of buildings that generate a significant necessary economic benefit to the community; and
 2. Is compatible with, and not detrimental to, the surrounding neighborhood in terms of traffic, noise, parking, odor, light, intensity and land uses, hours of operation, landscaping, aesthetics, structural design, and density; and
 3. Is consistent with the community values, objectives, and policies established in the city's comprehensive plan and City Code.

(3) The city commission may impose conditions and safeguards as a condition of approval of any special permit granted under this section and may also provide time limits and expiration of such special event.

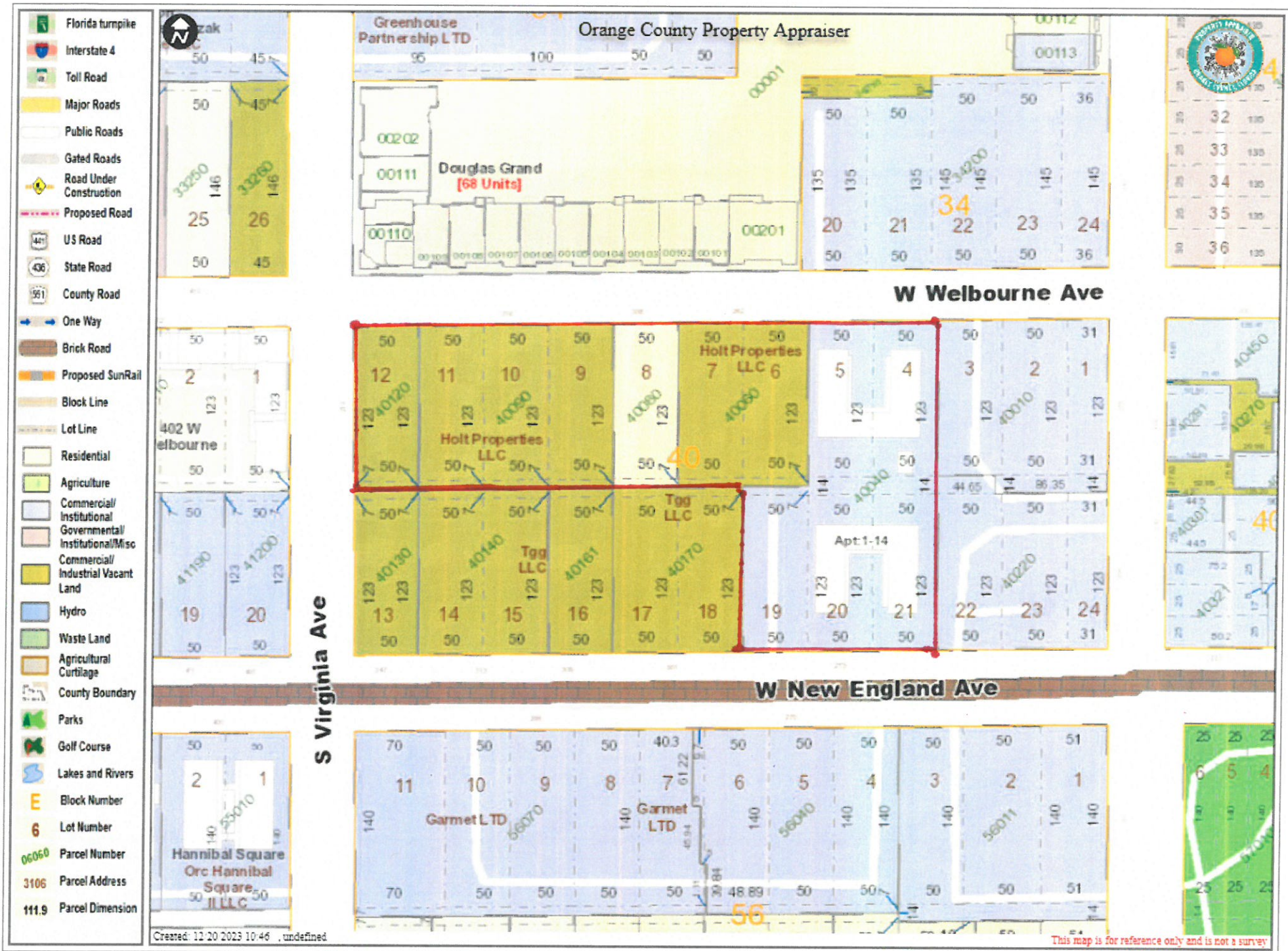
strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Map and aerial
2. Faculty and Staff Housing Project Narrative
3. ROLLINS FACULTY APARTMENTS - NEW LAYOUT - 11-09-2023
4. Ordinance - Comp Plan (Faculty_Staff Housing)
5. Ordinance - Zoning Map
6. New England Partners, LLC



- Florida turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road
- State Road
- County Road
- One Way
- Brick Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional
- Governmental/Institutional/Misc
- Commercial/Industrial Vacant Land
- Hydro
- Waste Land
- Agricultural Curtilage
- County Boundary
- Parks
- Golf Course
- Lakes and Rivers
- E Block Number
- 6 Lot Number
- 06060 Parcel Number
- 3106 Parcel Address
- 111.9 Parcel Dimension



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This map is for reference only and is not a survey



STAFF AND FACULTY HOUSING

OCTOBER 2023

Staff and Faculty Housing

In Rollins College's Winter Park and metropolitan Orlando area, as in many cities across the United States, buying or renting housing near to where they work is becoming increasingly difficult for middle-income workers such as many Rollins employees. This is due in part to wages not keeping up with increasing costs of living but is due also to the limited supply of housing affordable to these workers. In response to limited affordable housing options in the areas where they work, many middle-income workers move to the outer fringes of a region, leading to longer commute times for the worker, higher levels of traffic, and other negative externalities for the surrounding area (Parlow, Matthew J. "Whither Workforce Housing?" *Journal of Affordable Housing & Community Development Law*; Chicago, Vol. 23, Iss 3/4 (2015): 373-391).

Access to stable and affordable housing options allows households to prioritize other important household expenses, grow their savings, and engage in long-term financial planning. It can also increase employee availability and reliability and support better job performance and career advancement opportunities. In today's economy, where competition for workers is strong, access to housing near one's place of work provides a competitive advantage for employers (*Economic Benefits of Affordable and Workforce Housing Options*, Ulster County (NY) Housing Smart Communities Initiative, July 2022).

Recognizing the challenges and benefits, several years ago Rollins College established a faculty housing program (<https://www.rollins.edu/property-management/faculty-housing/>). However, to date the challenges have outpaced the College's ability to meet them. "We have struggled in my tenure at Rollins to find enough availability (of staff and faculty housing) to meet the needs of incoming tenure track faculty," said Edward Kania, Vice President for Business & Finance and Treasurer. Dr. Donald Davison, Vice President for Academic Affairs and Provost, added, "It is becoming increasingly difficult to hire faculty, for many reasons, and the cost of living/housing is prominent among those reasons. Affordable housing close to campus contributes to faculty being able to attend campus events."

Students and their families choose Rollins because they value living and learning in a community grounded in close relationships between students, faculty, and staff. Faculty and student-facing staff having to live further and further away from campus is coming increasingly closer to constituting an existential threat to the College. The proposed staff and faculty housing project will situate several dozen faculty or student-facing staff

members within walking or bicycling distance from campus, not only connecting them with students (and one another) more closely and more frequently but also taking their motor vehicles largely off the local roads and aiding the economy in Winter Park's central business district.

A Strategy that Meets Multiple Needs

Rollins College has begun pursuing approval from the City of Winter Park to construct a staff and faculty housing apartment complex on vacant property the College owns three blocks north and two and one-half blocks west of the Rollins campus, in downtown Winter Park's Hannibal Square shopping and dining district, which also is only two blocks west of downtown Winter Park's Park Avenue shopping and dining district. The property is bounded on the north by West Welbourne Avenue, on the west by South Virginia Avenue, and on the south by West New England Avenue.

Rollins plans to direct net leasing revenue from the housing to support scholarships to Rollins students with demonstrated financial need, and thereby execute on a second College strategic effort: filling a critical need to fund more of our unfunded financial aid. Doing that secures the economic viability of Rollins' core business plan.

Meeting the Moment

While momentum in academic and mission reputation and market position makes Rollins College an increasingly attractive place to teach, mentor, or otherwise serve, there is no denying or escaping "the other side" of Rollins' being situated near the epicenter of the dynamic Greater Orlando/Winter Park economy/milieu. The other side: unaffordable housing costs relative to one's income. The price per square foot for a single family home in Rollins College's ZIP code in Winter Park (32789) is 44% higher than in the rest of Rollins' county (Orange County, Florida). Most of the rental product that both is near the Rollins campus and would appeal to Rollins employees rents for a minimum of \$1,800 to \$2,000 per month for a one-bedroom, one-bathroom unit, or for \$2,300+ per month for a two-bedroom, one-bathroom unit.

Although the high cost prevents most middle- and lower-income Rollins employees from living near the College, demand for staff and faculty housing near campus remains high. Students and their families choose Rollins because they value the students' living and Additionally, many of those who have been able to avail themselves of Rollins' faculty housing program extoll the virtues of living near campus.

Dr. Walter Mswaka, Associate Professor of Social Entrepreneurship, who currently is living in Rollins faculty housing, explained that his being able to move into a furnished apartment near campus upon his entry into this country from England for work "was great, because it made everything seamless and so much more convenient." Dr. Mswaka also said that being neighbors with some faculty members from different departments throughout the College has been not only wonderful for social purposes but also useful for building special connections; it even has helped those faculty members become more comfortable reaching

across academic disciplinary boundaries for ideas and partnerships in their teaching, service, and research. Dr. Victoria Machado, Visiting Assistant Professor of Environmental Studies, another current tenant in faculty housing, cited the availability of it as “one of the main reasons that I decided to accept a position at Rollins. I have found friendships there, and I really appreciate how close it is to campus.” Other tenants of the housing have also emphasized that living so close to campus facilitated their ability to engage more in the Rollins community beyond their teaching and advising. “Connection” has become a real thing for several faculty members who otherwise might never have assimilated so well into our living learning community.

New Construction of

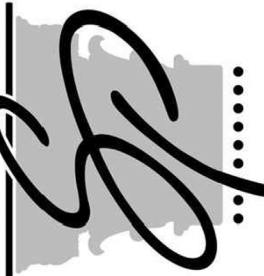
ROLLINS FACULTY APARTMENTS

Winter Park, FL

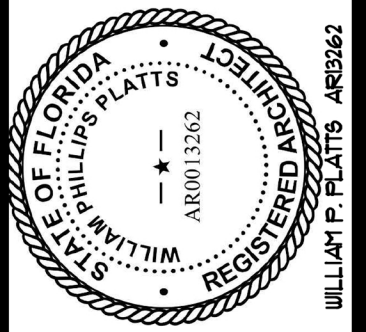


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REVISIONS	
DESIGN SET	06-28-23



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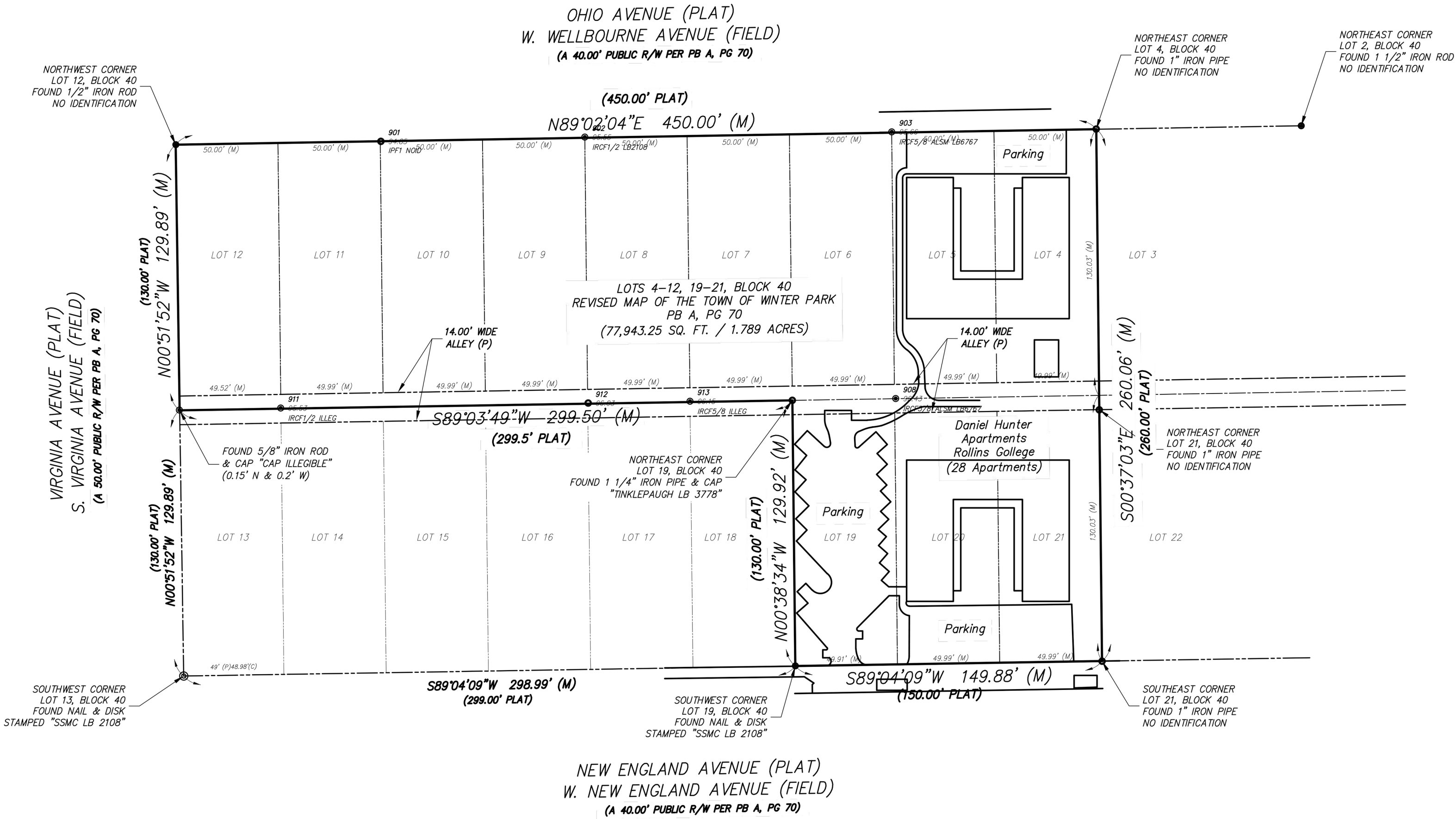
COVER SHEET

**ROLLINS FACULTY
APARTMENTS**

WINTER PARK
FLORIDA

DRAWN	SPA
CHECKED	WFP
DATE	11-09-2023
SCALE	AS NOTED
JOB NO.	23-013
SHEET	A0.0

RESERVED FOR DIGITAL SIGNATURE



1 EXISTING SITE PLAN
SCALE: 1/4" = 1'-0"

REVISIONS	
DESIGN SET	06-28-23

SLOCUM PLATTS ARCHITECTS, P.A.



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EXISTING ARCHITECTURAL SITE PLAN

ROLLINS FACULTY APARTMENTS

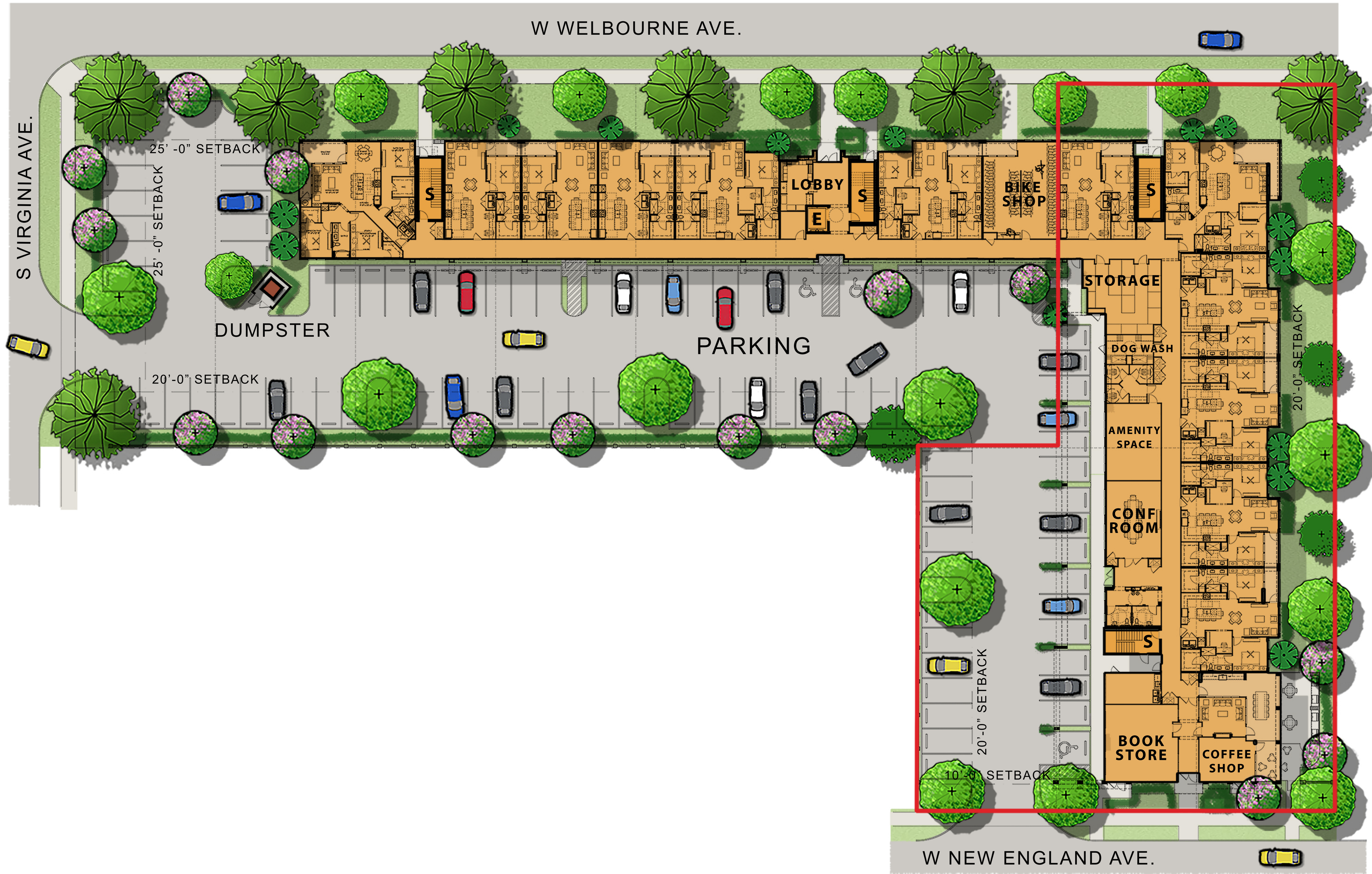
WINTER PARK

FLORIDA

DRAWN	SPA
CHECKED	WFP
DATE	06-28-23
SCALE	AS NOTED
JOB NO.	23-013
SHEET	

A1.2

RESERVED FOR DIGITAL SIGNATURE



1 SITE PLAN
SCALE: 1" = 20'-0"

ROLLINS FACULTY APARTMENTS

REVISIONS	
PERMIT SET	XX-XX-XX

SLOCUM PLATTS
ARCHITECTS, P.A.

[Signature]

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SITE PLAN

ROLLINS FACULTY APARTMENTS

FLORIDA

WINTER PARK

DRAWN	WTEBjr
CHECKED	WFP
DATE	10-21-2023
SCALE	AS NOTED
JOB NO.	23-013
SHEET	A1.1

S VIRGINIA AVENUE

W WELBOURNE AVENUE

FIRST FLOOR

W NEW ENGLAND AVENUE

PARKING CALCULATIONS	
LOT #s 4 THRU 12 & 19 THRU 21 W. WELBOURNE AVENUE	
SITE AREA	78,000 SF
TOTAL UNITS IN PROJECT	48 UNITS
PARKING REQUIRED (2 PER UNIT)	96 SPACES
REGULAR PARKING	93 SPACES
HANDICAP PARKING	4 SPACES
MOTORCYCLE PARKING	0 SPACES
TOTAL PARKING	97 SPACES

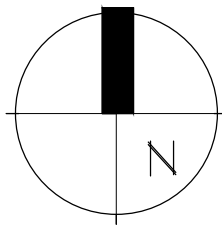
BUILDING COVERAGE CALCS	
LOT #s 4 THRU 12 & 19 THRU 21 W. WELBOURNE AVENUE	
SITE AREA	78,000 SF
BLDG COVERAGE ALLOWED 40%	31,200 SF
BLDG COVERAGE SHOWN	38.58% 30,092 SF

FLOOR AREA RATIO CALCS.	
LOT #s 4 THRU 12 & 19 THRU 21 W. WELBOURNE AVENUE	
SITE AREA	78,000 SF
MAX FAR (110.00%)	85,800 SF
FAR SHOWN (103.82%)	77,192 SF
FIRST FLOOR	24,853 SF
SECOND FLOOR	28,072 SF
THIRD FLOOR	28,056 SF
NET TOTAL	80,981 SF

UNIT DATA - 3 STORY BLDG	
LOT #s 4 THRU 12 & 19 THRU 21 W. WELBOURNE AVENUE	
SITE AREA	78,000 SF
A1 UNIT	905 SQ. FT. 4 UNITS
A2 UNIT	1,014 SQ. FT. 10 UNITS
B1 UNIT	1,212 SQ. FT. 18 UNITS
B2 UNIT	1,349 SQ. FT. 4 UNITS
B3.1 UNIT	1,380 SQ. FT. 3 UNITS
B3.2 UNIT	1,384 SQ. FT. 4 UNITS
C1 UNIT	1,551 SQ. FT. 3 UNITS
C2 UNIT	1,615 SQ. FT. 2 UNITS
TOTAL UNITS	48 UNITS

AREA DENSITY CALCS.	
LOT #s 4 THRU 12 & 19 THRU 21 W. WELBOURNE AVENUE	
SITE AREA	1.791 ACRES 78,000 SF
ORIGINAL SITE AREA (5 LOTS)	32,500 SF
28 EXISTING UNITS	
LOTS 9/10/11 SITE AREA (3 LOTS)	19,500 SF
0.447658 ACRES x 25 PER ACRE =	11 UNITS
LOTS 6/7/8/12 SITE AREA (4 LOTS)	26,000 SF
0.596677 ACRES x 17 PER ACRE =	10 UNITS
49 TOTAL UNITS PER SITE	78,000 SF

1 FIRST FLOOR PLAN ON SITE
SCALE: 1" = 20'-0"



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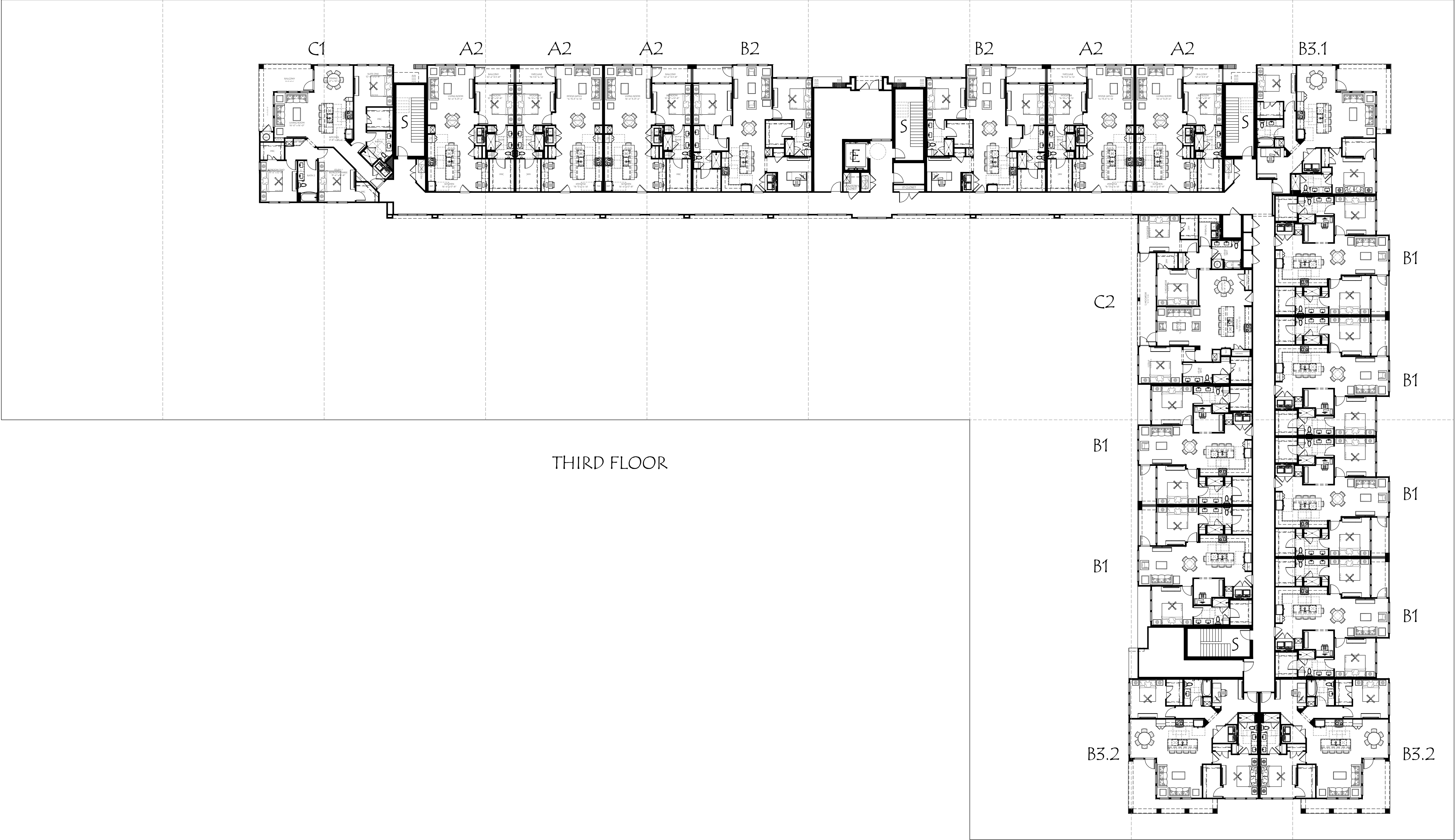
FLORIDA

WINTER PARK

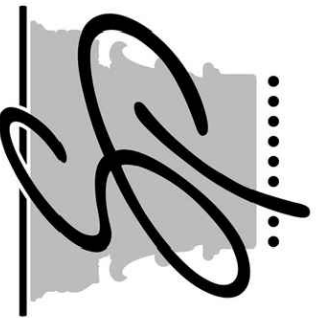
DRAWN	WTEBjr
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DATE	10-21-2023
SCALE	AS NOTED
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SHEET	

A2.1

1 THIRD FLOOR PLAN
SCALE: 1/20' = 1'-0"



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THIRD FLOOR PLAN

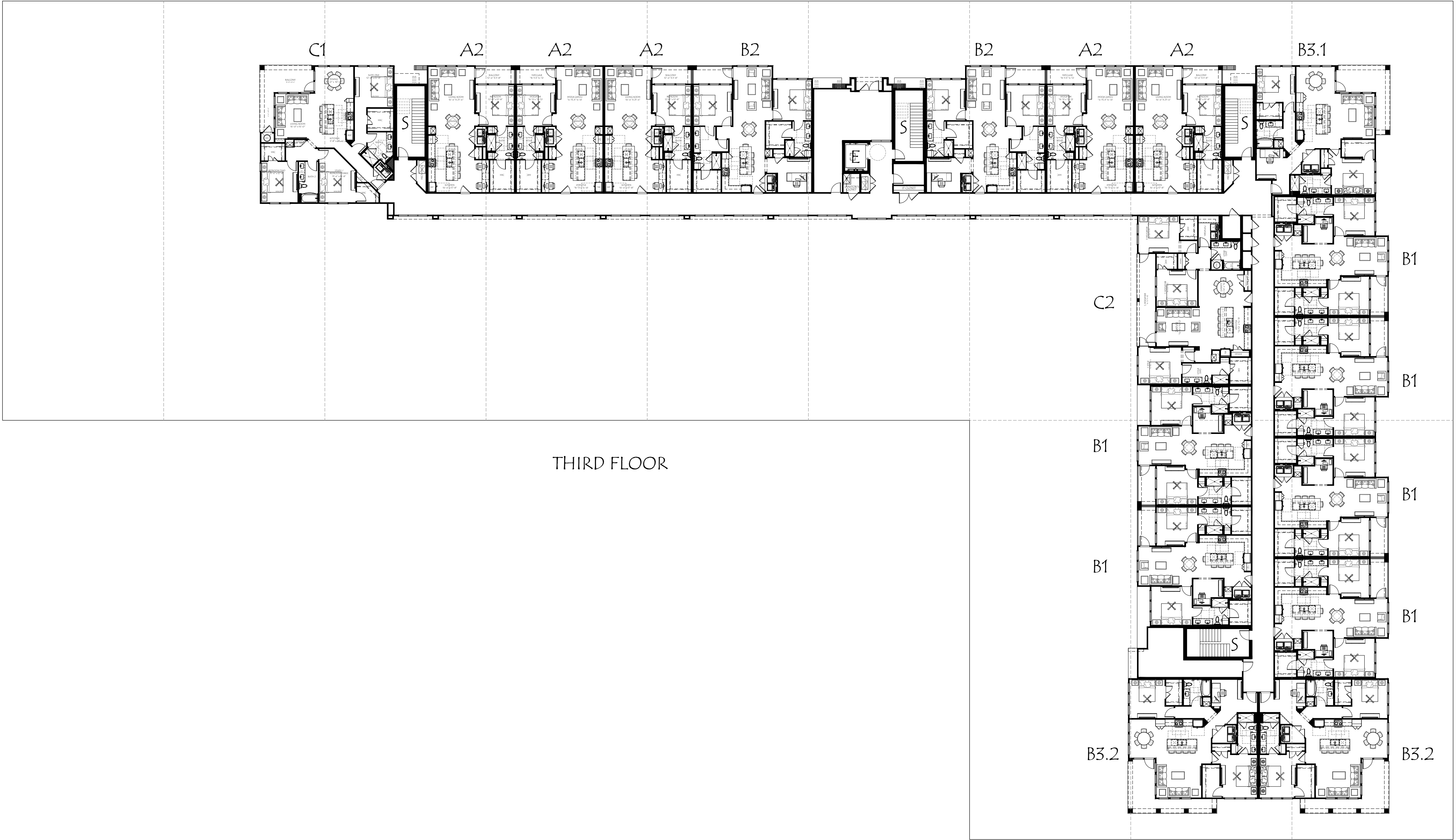
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1 THIRD FLOOR PLAN
SCALE: 1/20" = 1'-0"



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THIRD FLOOR PLAN

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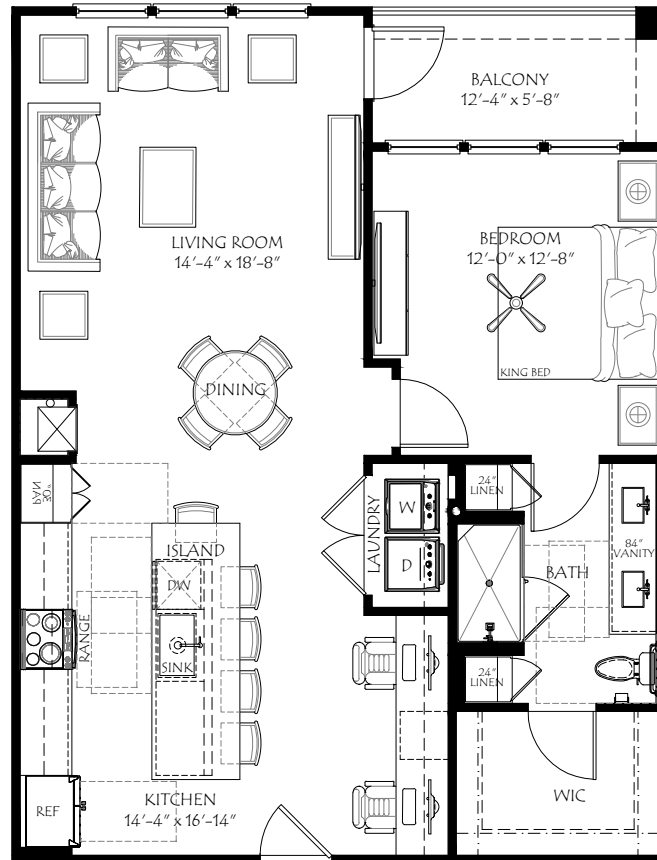
WINTER PARK
FLORIDA

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A2.3

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Page 23 of 57



A1 905 SQ FT AC
4 UNITS



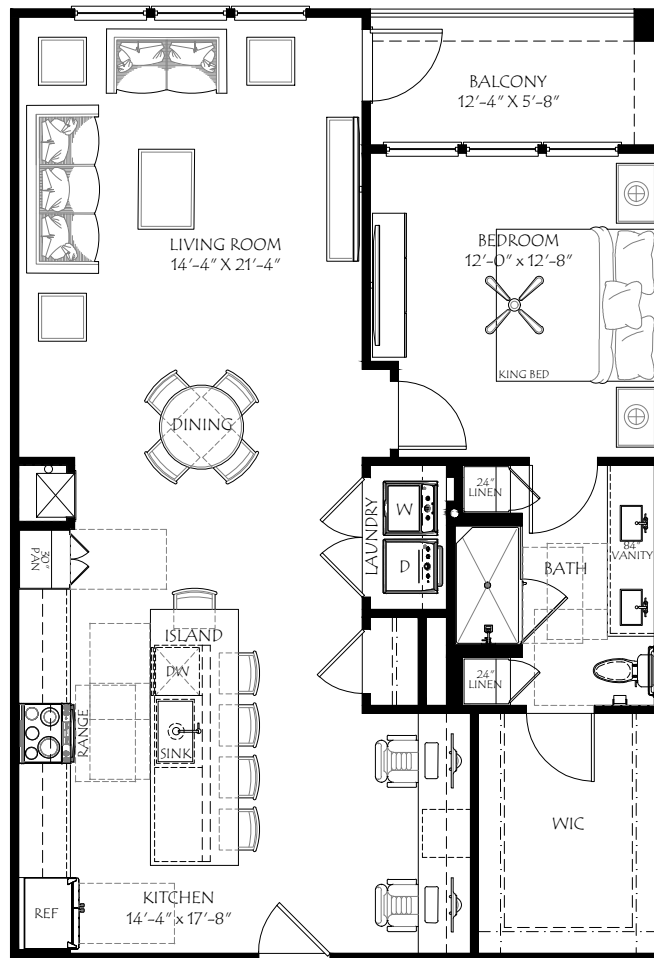
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UNIT LAST USED IN:

FIGURE:



A2 1,014 SQ FT AC
10 UNITS



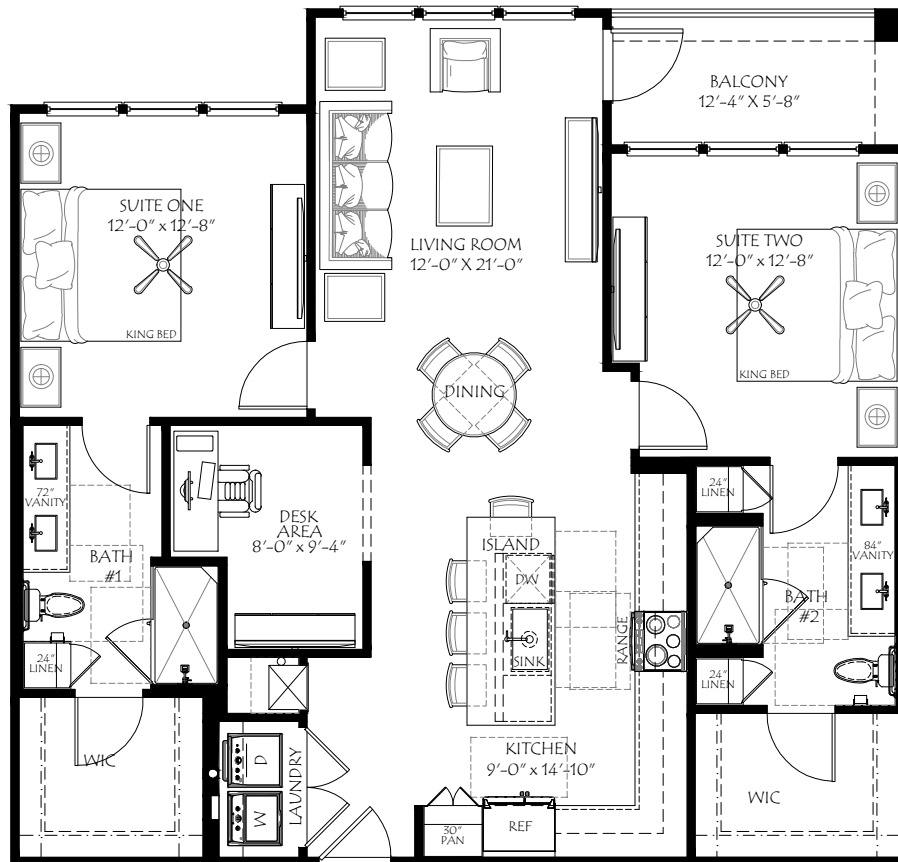
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UNIT LAST USED IN:

FIGURE:



B1

1,212 SQ FT AC
18 UNITS



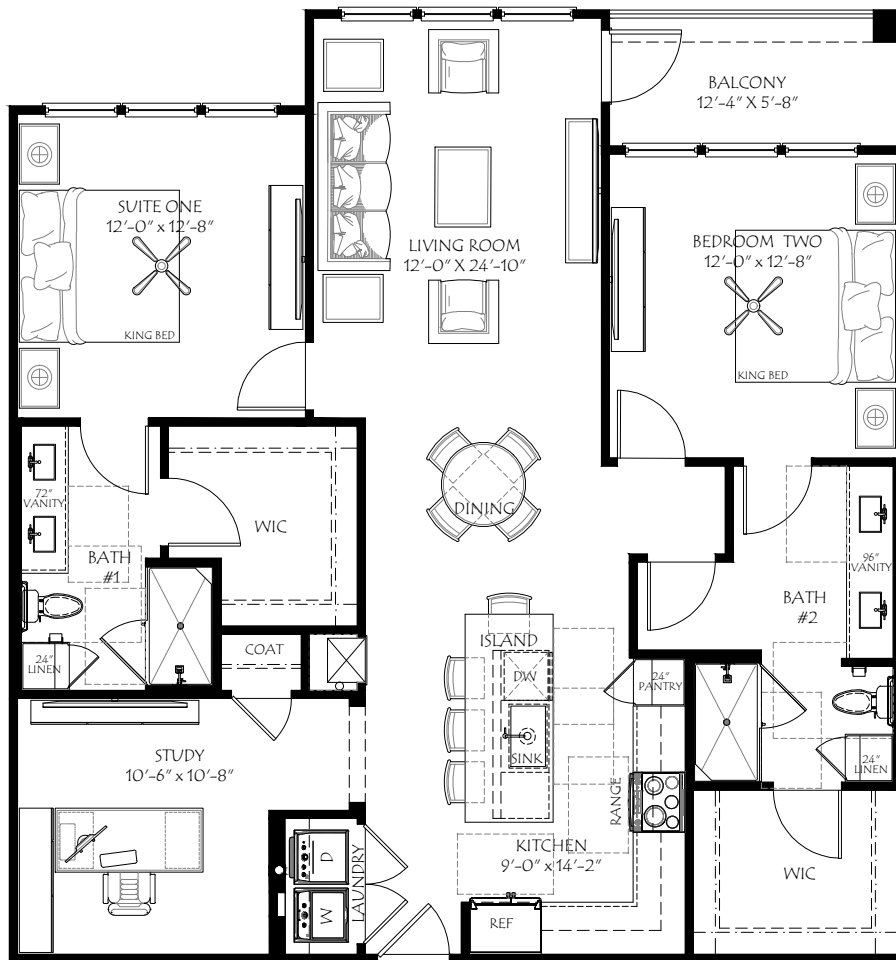
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FIGURE:



B2

1,362 SQ FT AC
4 UNITS



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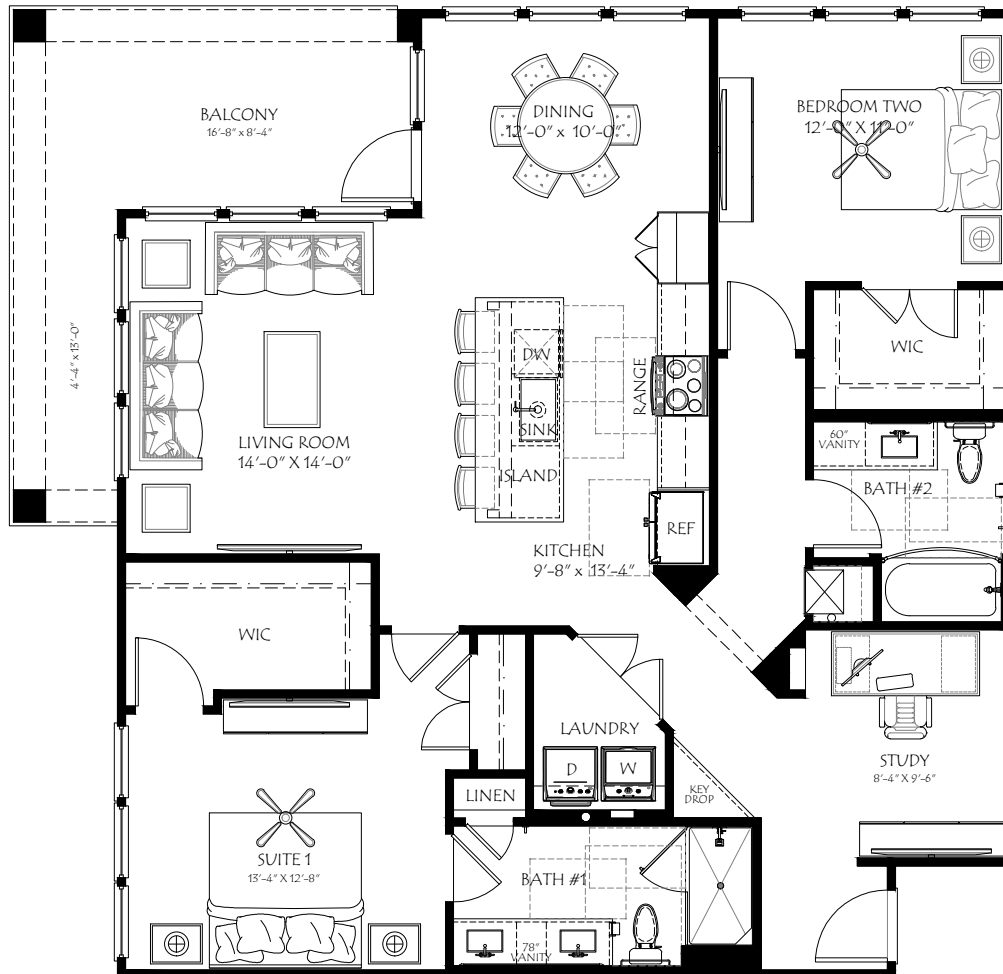
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UNIT LAST USED IN:

FIGURE:



B3.1

1,380 SQ FT AC
3 UNITS



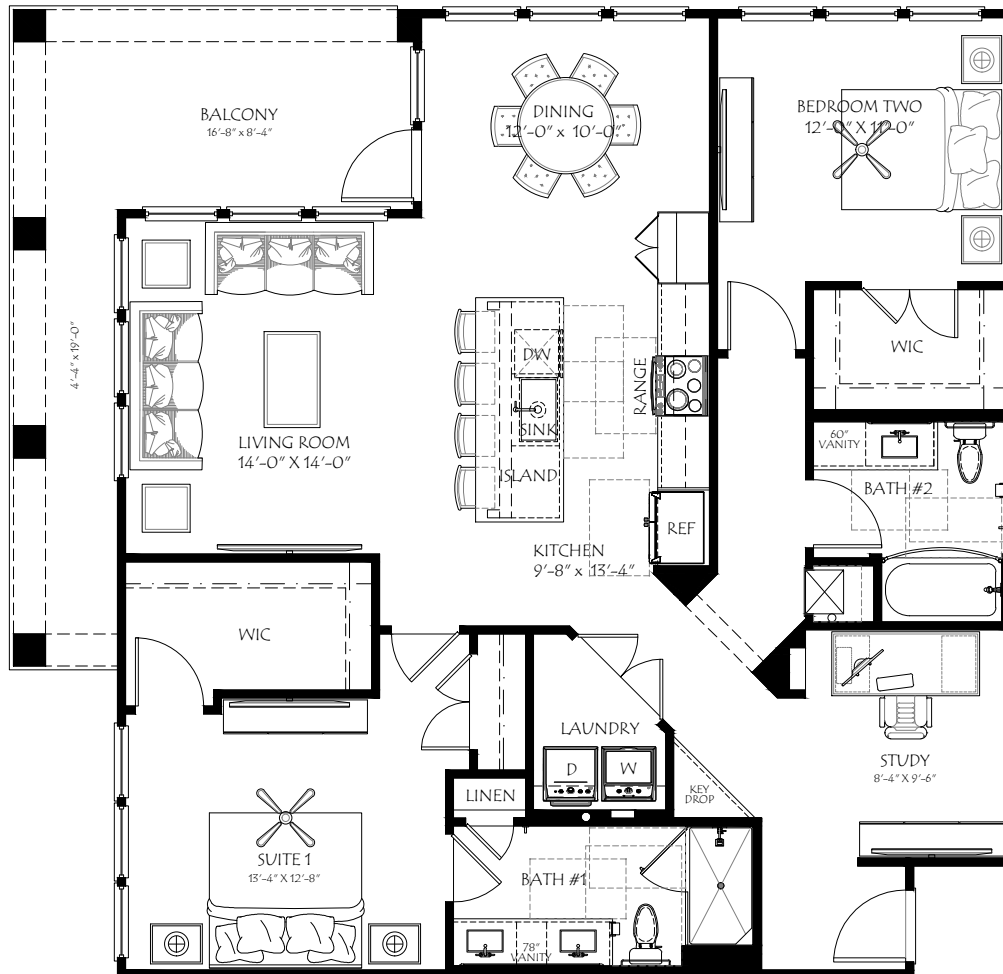
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UNIT LAST USED IN:

FIGURE:



B3.2

1,384 SQ FT AC
4 UNITS



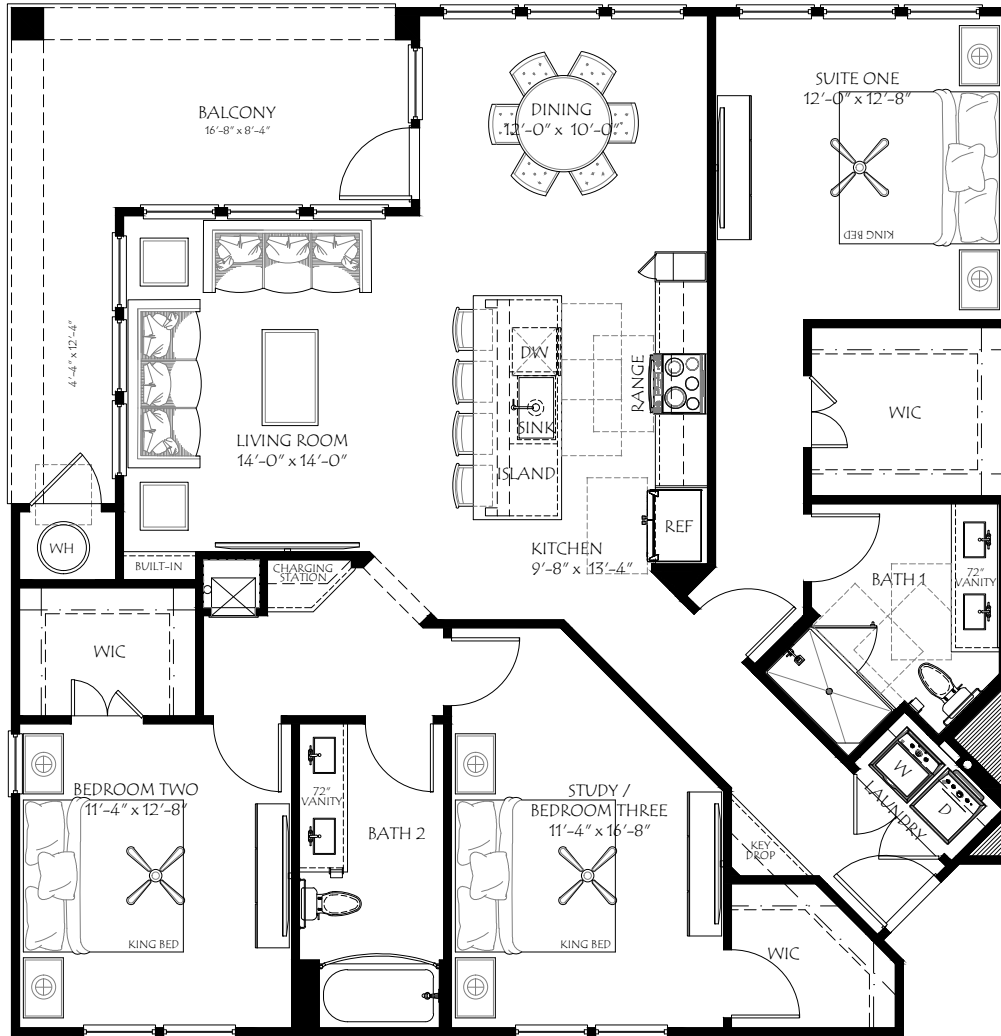
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FIGURE:



C1

1,551 SQ FT AC
3 UNITS



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UNIT LAST USED IN:

FIGURE:



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UNIT LAST USED IN:

FIGURE:



1 FRONT (WEST WELBOURNE AVENUE) ELEVATION
SCALE: 1/16" = 1'-0"



2 FRONT ELEVATION LEFT END
SCALE: 1/8" = 1'-0"

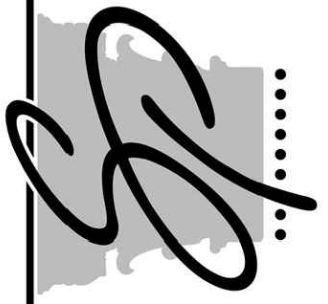


3 FRONT ELEVATION RIGHT END
SCALE: 1/8" = 1'-0"

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FRONT ELEVATION

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A6.1



1 RIGHT SIDE (S VIRGINIA AVENUE) ELEVATION
SCALE: 1/16" = 1'-0"



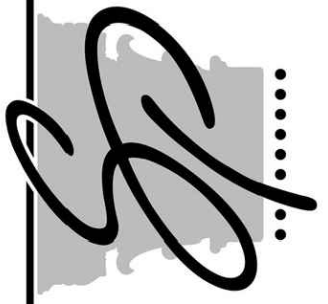
2 RIGHT SIDE (S VIRGINIA AVENUE) ELEVATION - LEFT END
SCALE: 1/8" = 1'-0"



3 RIGHT SIDE (S VIRGINIA AVENUE) ELEVATION - RIGHT END
SCALE: 1/8" = 1'-0"

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RIGHT SIDE ELEVATION

ROLLINS FACULTY
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A6.2



1 REAR (NEW ENGLAND AVENUE) ELEVATION
SCALE: 1/16" = 1'-0"



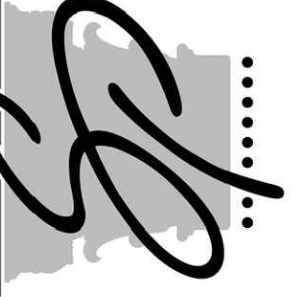
2 REAR ELEVATION LEFT END
SCALE: 1/8" = 1'-0"



3 REAR ELEVATION RIGHT END
SCALE: 1/8" = 1'-0"

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REAR ELEVATION
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WINTER PARK
FLORIDA

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A6.3



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



2 LEFT ELEVATION LEFT END
SCALE: 1/8" = 1'-0"



3 LEFT ELEVATION RIGHT END
SCALE: 1/8" = 1'-0"

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LEFT ELEVATION

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EXTERIOR RENDER

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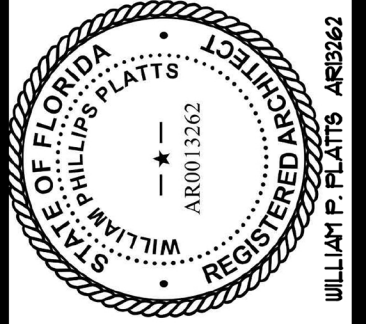
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EXTERIOR RENDER

ROLLINS FACULTY
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FLORIDA
WINTER PARK

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JOB NO.	23-013
SHEET	A9.2

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 58, LAND DEVELOPMENT CODE, ARTICLE I, "COMPREHENSIVE PLAN" TO ADOPT IN THE FUTURE LAND USE ELEMENT, A NEW POLICY OUTLINING PERMITTED USES FOR CERTAIN PROPERTIES ON WEST NEW ENGLAND AND WELBOURNE AVENUES IN ORDER TO PROMOTE ATTAINABLE HOUSING AND AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL ON LOTS 19-21, BLOCK 40 (EXCEPT FOR THE SOUTH 38 FEET THERE OF, WITHIN THE PROPERTY AT 273 WEST NEW ENGLAND AVENUE, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Sections 163.3184 and 163.3187, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property along with text amendments relating thereto; and

WHEREAS, this Comprehensive Plan amendment meets the requirements and criteria established by Chapter 163 and 166, Florida Statutes, including without limitation, the small-scale comprehensive plan amendment provisions of Section 163.3187, Florida Statutes; and

WHEREAS, pursuant to and in compliance with law, notice has been given to the public by publication in a newspaper of general circulation and a city-wide public notice mailed to all households in the city of the public hearings to be held; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on January 9, 2024, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on January 24, 2024 and on February 14, 2024 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. FLU MAP AMENDMENT. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use plan map is hereby amended so as to change the Future Land Use map designation of Commercial to

Medium Density Residential on Lots 19, 20 and 21 (less the south 38 feet thereof), Block 40, Revised Map of the Town of Winter Park, as recorded in Plat Book "A", pages 67-72 of the Public Records of Orange County, Florida.

SECTION 2. TEXT AMENDMENT. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended by adding a new Future Land Use Element Policy within the Hannibal Square Neighborhood Planning Area "H" of the Goals, Objectives and Policies to read as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions; and all other provisions of such sections not included shall remain unchanged):

PLANNING AREA H: HANNIBAL SQUARE NEIGHBORHOOD

Policy 1-H-18: Daniel Hunter Apartments Vesting and Roof Slope. The property located at 273 W. New England Avenue (Daniel Hunter Apartments) was developed as 28 residential units, these units may be rebuilt without the requirement for commercial on the first floor of the building (except for the south 38 feet thereof adjacent to New England Avenue). The Daniel Hunter Apartments and the properties at 262, 308, and 316 W. Welbourne Ave and 210 S. Virginia Avenue may be constructed consistent with the roof height as permitted in the R-3 zoning and roof slope as allowed in the Central Business District.

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

SECTION 4. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 5. Conflicts. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park or part thereof, this Ordinance shall control to the extent of the conflict.

SECTION 6. Effective Date of Ordinance. The effective date of this Ordinance shall be 31 days after its adoption unless the comprehensive plan amendment(s) set forth herein is/are timely challenged in accordance with general law. If timely challenged, this Ordinance shall become effective in accordance with general law.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2024.

Mayor Phillip Anderson

Attest:

Rene Cranis, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" TO AMEND THE "OFFICIAL ZONING MAP" TO CHANGE FROM MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO CBD (C-2) DISTRICT ZONING ON THE SOUTH 38 FEET OF LOTS 19-21, BLOCK 40 AT 273 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of property at 273 W. New England Avenue have requested a zoning map amendment consistent with the amended Comprehensive Plan, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been provided to the public by publication in a newspaper of general circulation and city-wide notice mailed to all households in the city to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their January 9, 2024 meeting; and

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

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

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Medium Density Multiple Family Residential (R-3) District to CBD (C-2) District zoning on the south 38 feet of Lots 19-21, Block 40, Revised map of the Town of Winter Park, as recorded in Plat Book "A", Pages 67-72, otherwise identified as the south 38 feet of 273 W. New England Avenue.

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

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with

any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall become effective upon the adoption of this Ordinance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2024.

Mayor Phillip Anderson

Attest:

Rene Cranis, City Clerk

Prepared by and return to:
Catherine D. Reichmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

DOC# 20110106240 B 10178 P 8948
03/01/2011 08 36 10 AM Page 1 of 16
Rec Fee \$137 50
Deed Doc Tax \$0 00
DOR Admin Fee \$0 00
Intangible Tax \$0 00
Mortgage Stamp \$0 00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To BROWN GARGANESE WEISS & D
SA

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 14th day of February, 2011, between the **City of Winter Park, Florida**, a municipality, 401 Park Avenue South, Winter Park, FL 32789, ("City"), and **New England Partners, LLC**, a Florida limited liability company, P.O. Box 2456, Winter Park, FL 32790, ("New England"), as follows

WITNESSETH

WHEREAS, New England is the owner of certain real property (the "Property") on Welbourne Avenue and New England Avenue in the City, being more particularly described in Exhibit "A" attached hereto

WHEREAS, for purposes of this Agreement, the Property will be referred to as the property at 316 W Welbourne Ave. (the "Welbourne Property"), and the property abutting New England Ave. (the "New England Property")

WHEREAS, in the 1991 Comprehensive Plan, the Welbourne Property was designated Multi-Family Residential with R-3 zoning, and this Comprehensive Plan designation allowed either R-3 or R-4 zoning, and had no limitation on the location of parking garages. If New England had requested and received approval for rezoning the Welbourne Property to R-4 before the 2009

Comprehensive Plan amendments then up to 25 units/acre would have been allowed

WHEREAS in the 2009 Comprehensive Plan and the 2010 Land Development Code the Welbourne Property was designated Medium Density Residential and zoned R 3 which allows a maximum of 110% FAR and a maximum of 17 units/acre The only compatible zoning is R-3

WHEREAS in 2010 the City adopted Land Development Code Sections 58-71(jj) and 58-84(bb) which provide that any above grade parking garage or parking deck shall be setback at least 100 feet from any property used for single family or low density residential

WHEREAS in a 1995 amendment to the Comprehensive Plan the New England Property was designated Commerce as the future land use designation and under the 1991 Comprehensive Plan this designation allowed 45% FAR

WHEREAS in the 2009 Comprehensive Plan the New England Property was designated Commercial which now allows up to 17 units/acre and up to 100% FAR and C 3 is the only compatible zoning district

WHEREAS for the New England Property in the 2010 Land Development Code the third floor must be residential

WHEREAS the City is unable to determine the actual impact on New England of any of the changes to the Comprehensive Plan and the Land Development Code without the benefit of an actual development application which demonstrates the actual achievable density for the Property

WHEREAS on May 10 2010 the parties entered into a Tolling Agreement tolling New England's claim under Fla Stat 70 001 the Bert Harris claim to allow the parties time to discuss possible settlement of the matter

WHEREAS New England seeks damages as a result of a burden New England has alleged on its ability to develop the Property as originally contemplated prior to the City's 2009 Comprehensive Plan and 2010 Land Development Code changes The City denies both the existence of a valid Bert Harris Claim and all liability that may arise from any Bert Harris claims raised by New England

WHEREAS the parties desiring to amicably resolve the issues in the Bert Harris claim have engaged in settlement negotiations relative to same

WHEREAS after having consulted with attorneys and consultants of their choice the parties desire to amicably resolve their differences to avoid expensive and protracted litigation

WHEREAS New England and the City agree to enter into this Agreement as full and complete resolution of all issues regarding the Bert Harris claim and to provide for the mutually acceptable redevelopment of the Property

WHEREAS this Agreement is authorized by the Charter and code of the City and by Fla Stat 70 001 even though suit has not yet been filed *Charlotte County Park of Commerce LLC v Charlotte County* 927 So 2d 236 (Fla 2d DCA 2006)

WHEREAS the City has determined with New England's agreement that the terms of this Agreement protect the public interest served by the City's

Comprehensive Plan and Land Development Code and this Agreement allows the City to avoid protracted expensive litigation and the possibility of a large judgment including the payment of New England's attorneys' fees the cost of which would be a burden on all taxpayers in the City

WHEREAS the City has determined with New England's agreement that the terms of this Agreement constitute the appropriate relief necessary to prevent the 2009 Comprehensive Plan and the 2010 Land Development Code amendments from inordinately burdening the Property

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

1 **Incorporation of Recitals** The recitals set forth above are true and accurate and are hereby incorporated herein

2 **New England Property Land Use** Regarding the New England Property the City agrees to process New England's application to change the future land use to CBD and the zoning to C-2 The parties agree that the application shall follow the standard notice and hearing procedures The future land use shall be processed first The City agrees to waive all application fees The City acknowledges that C-2 is the only zoning category consistent with CBD land use per Table 2 Chapter 1 of the City's Comprehensive Plan

3 **Welbourne Property Land Use** Regarding the Welbourne Property the City agrees to an interpretation of Sections 58-71(jj) and 58-84(bb) of the City's Land Development Code That Section's reference to parking garage shall mean a multi-level parking garage structure designed for

commercial use and not a parking garage that is one level and part of a residential dwelling

4 **Welbourne Property Intensity** Regarding the Welbourne Property in light of New England's expenditures toward development of the Property prior to the recent Comprehensive Plan Change the City Agrees in order to settle the claim to allow maximum density of 25 units per acre so long as the R 3 zoning standards are met in all other respects In other words the Welbourne Property may develop with R-4 density (25 units/acre) subject to R 3 development standards

5 **Conditions of Effectiveness of Agreement** If approval of the Comprehensive Plan amendment and rezoning for the New England Property is not granted by the City or is challenged by an independent third party then this Agreement will be null and void and of no force and effect and the parties shall return to their former positions under the Tolling Agreement Further the parties rights positions defenses and claims in the Bert Harris Claim shall not be affected by having entered into this Agreement or by the Agreement having been voided pursuant to the provisions of this paragraph

6 **Tolling Agreement** The Tolling Agreement shall remain in effect during the pendency of the approval process for the New England Property If the approval is not granted the Tolling Agreement shall continue in accordance with its terms

7 **Release and Waiver** As a material inducement for the City to execute this Agreement New England for and on behalf of themselves and their

respective existing past and/or future partners managers employees and independent agents shareholders members officers directors including their respective successors and assigns do hereby now and forever jointly and severally release relinquish waive discharge acquit satisfy and forever discharge the City from any and all claims actions causes of action damages and costs and liability whatsoever in law or in equity whether presently known or hereafter discovered absolute or contingent which New England ever had now has or hereafter may have against the City based upon pertaining to relating to or arising out of the City's 2009 Comprehensive Plan or the 2010 amendments to the Land Development Code the application of the plan and code changes to New England's Property or the validity constitutionality or enforceability of the City's 2009 Comprehensive Plan or the 2010 amendments to the Land Development Code New England acknowledges that it is signing this Agreement with full knowledge of any and all rights it may have and that it is not relying upon any representations or warranties made by the City and New England hereby assumes the risk of any mistake of fact now known or unknown to New England

8 **Effective Date** This Agreement shall become effective as of the date it is approved by the City Commission of the City and is executed by the appropriate official of the City and New England Properties (the Effective Date)

9 **Enforcement** In the event of a default of this Agreement and as a condition of any party exercising any enforcement remedies the non defaulting party shall provide written notice of the default to the defaulting party The

defaulting party shall have ninety (90) days from receipt of such notice to cure such default. If the defaulting party fails to cure within ninety (90) days, then the non defaulting party shall be entitled to seek specific performance and injunctive relief and shall be entitled to an order of the court to enforce this Agreement and other equitable relief as the court may deem just.

10 **Notices** All notices and other communication as required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express or similar overnight delivery service, addressed as follows:

If to City
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
Attn: City Manager
Telephone: 407-599-3245

With copies to
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801
Attn: City Attorney
Telephone: 407-425-9566

If to New England
New England Partners, LLC
P.O. Box 2456
Winter Park, FL 32790
Attn: Managing Member

With copies to
Rebecca Furman, Esq.
215 North Eola Drive
Orlando, FL 32801

11 **Further Representations and Warranties** New England hereby represents and warrants that (a) New England and its general partners are each

in good standing under the laws of the State of their formation (b) New England is duly authorized to transact business in the State of Florida and (c) New England and its general partners have taken corporate and partnership action necessary to authorize this Agreement The City hereby represents and warrants that the City has the power to enter into this Agreement The parties mutually represent and warrant that this Agreement has been duly authorized by the City pursuant to the City Charter City Code and is in accord with Florida law in effect as of the Effective Date

12 **Miscellaneous**

a **Construction and Governing Law** This Agreement was drafted by all parties and therefore any ambiguity shall not be construed against any party In addition this Agreement has been executed and delivered in and should be interpreted construed and enforced pursuant to and in accordance with the laws of the State of Florida

b **Counterparts** If multiple counterparts of this Agreement are executed each shall be deemed an original but all counterparts together shall constitute one and the same instrument

c **Headings** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

d **Entire Agreement** This Agreement sets forth all the promises agreements conditions and understandings among the parties hereto as to the subject matters referenced herein and supersedes all

prior and contemporaneous agreements understandings inducements or conditions expressed or implied oral or written except as herein contained

e **Assignments/Binding Nature** This Agreement will be binding upon and shall inure to the benefit of the City and New England and each party's subsidiaries affiliates successors and assigns Further the parties agree that they will not challenge the adoption of or the validity constitutionality or enforceability of the provisions contained within this Agreement New England shall have a right of assignment of rights and obligations under this Agreement but New England agrees not to assign its rights and obligations under this Agreement unless the transferee shall execute and deliver to the City a consent to be bound by the terms and conditions of this Agreement which consent shall be in substantially the form attached hereto as Exhibit B

f **Amendments** No change in or addition to this Agreement shall be enforceable unless evidenced by a writing executed by the parties Any such enforceable amendment(s) shall become effective on the date stipulated therein

g **Release and Waiver** Any condition to a party's obligation hereunder may be waived by that party provided such waiver is in writing However the waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision hereof The

failure by any party to timely enforce any of the provisions of this Agreement shall not be deemed a waiver thereof

h **Invalidity** If any section phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof In the event this Agreement is invalidated by a third party then the parties hereto shall be returned to their respective legal positions as such existed on the date on day prior to the Effective Date of this Agreement

i **Integrated Agreement** Each party's obligations hereunder are dependent upon performance of the material obligations of the other party

j **Third Party Challenges** In the event that this Agreement is invalidated by a court of competent jurisdiction as a result of a challenge instituted by a third party all the rights of obligations of the parties hereto shall terminate and be of no further force and effect including without limitation any claim by New England for vested rights arising under this Agreement Further in the event this Agreement is terminated under this provision the parties hereto shall then be returned to their respective legal positions as existing on the Effective Date

k **Compromise of Disputed Claims** The parties acknowledge that this Agreement is a compromise and resolution of the

disputed claims and agree that neither this Agreement nor any action taken in furtherance of this Agreement shall ever be treated as an admission or evidence of liability by any of them for any purpose whatsoever nor shall it be admissible in Court

l **No Third Party Beneficiaries** This Agreement is intended for the sole benefit of the parties and their subsidiaries affiliates successors or assigns No other person or entity shall have any right of action hereunder or be deemed to be a third party beneficiary of any provision contained herein

m **Attorneys' Fees and Costs** Each party agrees to bear the expense of its own attorneys fees and costs in connection with the settlement of New England's Bert Harris claim and with the negotiation and preparation of this Agreement In the event a dispute or litigation arises in connection with this Agreement neither party shall be entitled to the recovery of attorneys fees or costs incurred in connection therewith whether suit be brought or not It is the specific intent of both the City and New England that each party to this Agreement bear its own attorneys fees and costs Should this Agreement become null and void under Paragraph 4 then Fla Stat §70.001 shall govern the award of attorneys fees

n **No Precedent** This Agreement does not create a precedent obligating the City to enter any other contract as to settle any other matter consistent with subsection l hereinabove

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 15th day of FEBRUARY 2011

WITNESSES

Troy Stevens
Printed name Troy Stevens

NEW ENGLAND PARTNERS, LLC
a Florida limited liability company

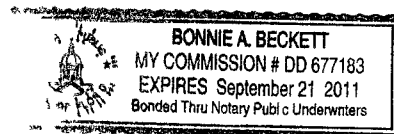
By [Signature]
Printed name ROBERT P HOLD
Title MANAGING MEMBER

[Signature]
Printed name Jean Ferland

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day
of FEBRUARY 2011 by ROBERT P HOLD the
MANAGING MEMBER of NEW ENGLAND PARTNERS LLC a Florida limited
liability company (check one) ☒ who is personally known to me or ☐ who
produced _____ as identification

Bonnie A Beckett
Notary Public – State of Florida
Print Name BONNIE A BECKETT
My Commission expires 09/21/2011



CITY OF WINTER PARK

Kenneth W. Bradley
Kenneth W Bradley Mayor

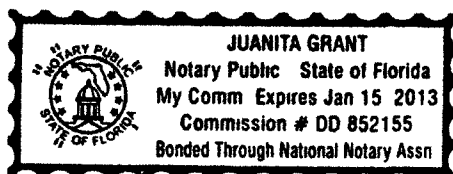
ATTEST

Cynthia Bonham
Cynthia Bonham
City Clerk

Date 2-15-11

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of FEBRUARY 2011 by Kenneth W Bradley Mayor of the CITY OF WINTER PARK a Florida municipal corporation (check one) ☒ who is personally known to me or ☐ who produced _____ as identification



Juanita Grant
Notary Public – State of Florida
Print Name JUANITA GRANT
My Commission expires _____

G:\D ICty fW t P kLa d Development\Legal Challenge to La d D l pme tCode & Comp Plan\Tolling Agr em t W w E gl d Part s\Settlement Agreement 2 10 11 clean d

LEGAL DESCRIPTION

Lots 9 10 11 and 16 Block 40 REVISED MAP OF THE TOWN OF WINTER PARK according to the plat thereof as recorded in Plat Book A Pages 67 through 72 inclusive Public Records of Orange County Florida together with the North half of the alley vacated by the City of Winter Park by instrument recorded in Official Records Book 3663 Pages 2787 and 2788 abutting the South lot line of Lots 9 10 11 and 16

EXHIBIT "A"

EXHIBIT B
[Proposed Consent by Transferee]

AGREEMENT OF TRANSFeree

Under this Agreement of Transferee made this _____ day of _____

(Transferee) acknowledges and agrees as follows

1 Transferee acknowledges that _____
[New England Partners LLC or identity of New England Partners LLC successor in interest who owns the property at the time of this agreement of Transferee] is transferring the property located at 316 W Welbourne Avenue Winter Park Florida ('Property ') to Transferee as reflected in Exhibit _____

2 Transferee acknowledges that New England Partners LLC and the City of Winter Park have entered into an Settlement Agreement dated as of _____ (copy attached) and recorded in O R Book _____ Page _____ Public Records of Orange County Florida which related to the settlement of a Bert Harris claim concerning the Property Transferee acknowledges having received a copy of said Settlement Agreement and understands all of the terms provisions conditions and limitations of that Settlement Agreement

3 In consideration for receiving the benefits of the transfer of the Property and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Transferee agrees to be bound by all of the terms provisions conditions and limitations of that Settlement Agreement as the same may apply to the Property owned by me or in which I have an interest including the condition that the undersigned Transferee obtain this same agreement from any subsequent transferee

(print name)