



Planning & Zoning Board Regular Meeting

Agenda

February 6, 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.

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 January 17, 2024. 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 Edward Bharath for:** Approval to construct a new, two-story, 852 square-foot addition to the existing single-family home located at 2430 Venetian Way on the Venetian Canal of Lake Maitland, zoned R-1AA. 20 minutes
- b. **Request of Clermont Investment LLC for:** Conditional Use approval for a 170 seat restaurant, for the property at 610 W Morse Boulevard, zoned C-3A. 10 minutes
- c. **Request of McCraney Property Company for:** Conditional Use approval under the provisions of the Orange Avenue Overlay in order to build a new 3-story, 29,500-square-foot office building on the vacant 1.88 acres located at 1100 Orange Avenue. 45 minutes
- d. **Request of Andrea Jacobs on behalf of the Villa Vienda Condominium at 221 Holt Avenue for:** Conditional Use approval to allow for the six existing condominiums to be used as a bed and breakfast, zoned R-3. 1 minute

APPLICATION WITHDRAWN FOR RE-ADVERTISING

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

February 6, 2024

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

Approve the minutes of January 17, 2024.

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

1. Planning & Zoning Board Regular Meeting Minutes



Planning & Zoning Board Regular Meeting Minutes

January 17, 2024 at 6:00 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Warren Lindsey, Vashon Sarkisian, David Bornstein, Melissa Vickers, Alex Stringfellow, and Jim Fitch.

Absent

Michael Spencer

Staff Present

City Attorney Dan Langley, Director of Planning and Zoning Allison McGillis, Planning Consultant Jeff Briggs, Administrative Coordinator Mary Bush

1. Call to Order

Chairman David Bornstein called the meeting to order at 5:59 p.m.

2. Consent Agenda

- a. Approve the minutes of December 5, 2023.

Motion made by Melissa Vickers; seconded by Vashon Sarkisian to approve the December 5, 2023 meeting minutes.

The motion carried unanimously by a 5-0 vote. (Jim Fitch was not present for the approval of the minutes. 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. 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.

Mr. Briggs noted that the meeting had been postponed and continued to the current date due to a declared State of Emergency regarding inclement weather on its originally scheduled date of January 9, 2024. He then began discussion and mentioned that a portion of the project site has frontage on New England and Welbourne Avenues. He added that there are 28 existing apartments on the site that are referred to as the Daniel Hunter apartments and there are also seven vacant lots that front Welbourne Avenue. He then discussed certain aspects of the Land Development code that affect the application. He discussed the code requirements for unit density, the proposed commercial use along the New England Avenue frontage, third floor design standards, parking conformance, and tree preservation. During his discussion, Mr. Briggs elaborated on the details of the building and parking plans for the project. He indicated that the applicant had pointed out that most of the surrounding area's commercial buildings have three stories with vertical walls and only a small section has the code required sloping roofs with dormers. He added that the applicant was not requesting additional square footage and that the interior of the building, through nonconforming use and a settlement agreement, would be divided into smaller apartments. He also noted that the project would contribute to the City Commission's efforts to provide residents with attainable and affordable housing. Mr. Briggs then expressed that for the project some of the on-street parking along Welbourne Avenue could be indented in order to keep a two-way traffic flow and create on-street parallel parking spaces with tree bump outs. He then went into a brief discussion about the proposed parking for the project and on-street parking.

Staff recommendation was for approval with the following conditions:

- That there be a Community Benefit Agreement which includes:
 1. The commitment as workforce/attainable housing for Rollins College faculty and staff for a period of a minimum of 20 years.
 2. Prohibition on the use of the apartments as undergraduate or graduate student housing or use of the building for classroom instruction.
 3. Property to remain on the tax rolls unless otherwise permitted for exclusion pursuant to Fl. Statutes.
 4. Coffee shop and Bookstore space (1,000 sq. ft.) on the first floor of south 38 feet of the lots fronting on New England Avenue shall be used as retail business space open to the public.
 5. That a final landscape plan be approved by staff that incorporates tree compensation, the preservation of the two live oaks in the parking lot and tree buffering along Welbourne Avenue.

Discussion ensued with the Board regarding the following:

- clarification on the number of required parking spaces,
- the reason the number of apartments was not limited to 34,
- why the proposed building looks to be of a wooden structure rather than a Mediterranean structure,
- if the suggested widening of and indented recessed parking on Welbourne Avenue could be required,
- clarification of the difference between a community benefit agreement and a deed restriction,
- if there would be enforceable restrictions on the screening of the rooftop A/C units and the contents of the apartment patios,
- how the terms 'staff' and 'employees' are defined by the applicant with regard to the project,
- if the density per acre for the Douglas Grand condominiums exceeds code requirements,
- the reason for the 25-foot setback on the west end of the property along S. Virginia Avenue,
- the parking ratio for the Douglas Grand condominiums,
- if undergrounding of the overhead service wires during construction would be required along Welbourne Avenue,
- clarification of the proposed building height,
- if tenant lease terms for the apartments are defined in the Community Benefit Agreement,
- if Rollins College had looked into trading their 273 W. New England Avenue property with the adjacent vacant lots to the east of the property,
- staff's reason for not including on-street parking on Welbourne Avenue as a condition of approval,
- and if parking congestion had been considered with regard to the future development of the adjacent vacant lots.

The President of Rollins College, Grant Cornwell of 600 Osceola Avenue, Winter Park, FL 32789 addressed the Board. Mr. Cornwell spoke about the strategic importance of the project to Rollins College. He noted that certain faculty and student-facing professional staff cannot afford to live in Winter Park and their commute times have become significant causing them to leave the college. He added that the current generation of faculty and student-facing professional staff are green conscious and would like to eliminate their current reliance on cars and live where they work. He then discussed the type of tenants expected to live in the apartments and noted that an initial term limit of six years was being considered for the lease terms.

The applicant's representative, Attorney Becky Wilson of 215 N. Eola Drive, Orlando, FL 32801 addressed the Board. Attorney Wilson noted that the applicant had considered renovating the existing Daniel Hunter apartments but felt it would make better sense to

tear them down and rebuild because they are very old buildings and very small units. She also noted that the current extended curb cut along W. Welbourne Avenue would be eliminated and the applicant was in support of creating on-street parking along Welbourne. She then indicated that the applicant was working with the City's utility company to schedule the overhead service lines to be undergrounded before or during construction of the project. She further indicated that 14 of the apartments will be one bedroom apartments, 29 will be two bedroom apartments, and 5 will be three bedroom apartments. Attorney Wilson went on to express that the applicant was willing to provide restrictions on the number of cars allowed per apartment. She then discussed the ground floor commercial requirements along W. New England Avenue and the proposed underground vaulted system and drainage swales for stormwater. She noted that the applicant agreed with all the conditions of approval under the Community Benefit Agreement and that the applicant intended the A/C units to be screened from pedestrian view.

The applicant's architect, Randall Slocum with Slocum Platts Architects of 1162 N. New York Avenue, Winter Park, FL 32789 addressed the Board. He indicated that the architecture was intended to fit in with the Mediterranean character of Rollins College. He then discussed the details of the architecture, describing the scale, elevations, arch entry elements, fabric awnings, window sills and the stucco finish. He also explained why the building would be built out of frame rather than block and indicated the location of the stairs and elevators within the proposed building.

The Board heard public comment from the following residents:

Mark Butner of 325 W. Welbourne Avenue, Winter Park, FL 32789; Sharon Myers of 1705 Carollee Lane, Winter Park, FL 32789; Richard Rudy of 100 S. Virginia Avenue #318, Winter Park, FL 32789; Gigi Papa of 1440 Hibiscus Avenue, Winter Park, FL 32789; Michael Dick of 100 S. Virginia Avenue #407, Winter Park, FL 32789; Beth Hall of 516 Sylvan Drive, Winter Park, FL 32789; Donna Colado of 327 Beloit Avenue, Winter Park, FL 32789; Rick Goings of 140 E Morse Boulevard Unit G, Winter Park, FL 32789; and Robert Higgins of 100 S. Virginia Avenue, Winter Park, FL 32789.

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

Attorney Wilson addressed the Board and spoke about parking spaces for the apartments, why the applicant did not propose a parking garage, the applicant's request for a non-sloping roof, and the architectural articulations for the proposed building.

The Board inquired about the ability to have street-side openings and doors on the proposed building and the applicant's consideration of any other facade materials to make the building blend better within the community.

The Board then briefly shared their thoughts on the request and were in split favor of it as presented and with conditions. The Board members overall expressed that they wanted to see on-street parking added on Welbourne Avenue and a parking management plan with parking restrictions per apartment.

Motion made by Warren Lindsey, seconded by Jim Fitch, to table the request.

Attorney Wilson addressed the Board and noted that the applicant was not willing to change the current proposed number of parking spaces.

The motion was withdrawn by Warren Lindsey.

Motion made by Warren Lindsey, seconded by Jim Fitch, for denial of the Conditional Use approval to build a three-story, 80,981 square foot, Rollins Faculty and Staff housing building of 48 units.

The motion failed by a 3-3 vote. (In Favor: Jim Fitch, Melissa Vickers, and Warren Lindsey. Opposed: Vashon Sarkisian, Alex Stringfellow, and David Bornstein.)

Motion made by Warren Lindsey for Conditional Use approval to build a three-story, 80,981 square foot, Rollins Faculty and Staff housing building of 34 units with the following conditions:

- That there be a Community Benefit Agreement which includes:
 1. The commitment as workforce/attainable housing for Rollins College faculty and staff for a period of a minimum of 20 years.
 2. Prohibition on the use of the apartments as undergraduate or graduate student housing or use of the building for classroom instruction.
 3. Property to remain on the tax rolls unless otherwise permitted for exclusion pursuant to Fl. Statutes.
 4. Coffee shop and Bookstore space (1,000 sq. ft.) on the first floor of south 38 feet of the lots fronting on New England Avenue shall be used as retail business space open to the public.
 5. That a final landscape plan be approved by staff that incorporates tree compensation, the preservation of the two live oaks in the parking lot and tree buffering along Welbourne Avenue.
- That Welbourne Avenue must be widened and recessed parking created.

The motion died for a lack of a second.

Brief discussion ensued between the Board, staff, and Attorney Wilson regarding the parking concerns raised by the Board.

Motion made by Alex Stringfellow, seconded by Vashon Sarkisian, for Conditional Use approval to build a three-story, 80,981 square foot, Rollins Faculty and Staff housing building of 48 units with the following conditions:

- **That there be a Community Benefit Agreement which includes:**
 - 1. The commitment as workforce/attainable housing for Rollins College faculty and staff for a period of a minimum of 20 years.**
 - 2. Prohibition on the use of the apartments as undergraduate or graduate student housing or use of the building for classroom instruction.**
 - 3. Property to remain on the tax rolls unless otherwise permitted for exclusion pursuant to Fl. Statutes.**
 - 4. Coffee shop and Bookstore space (1,000 sq. ft.) on the first floor of south 38 feet of the lots fronting on New England Avenue shall be used as retail business space open to the public.**
 - 5. That a final landscape plan be approved by staff that incorporates tree compensation, the preservation of the two live oaks in the parking lot and tree buffering along Welbourne Avenue.**
- **That a parking management plan be provided to staff prior to the city commission second approval hearing.**
- **That the parking at the building be limited to one car for one-bedroom units and two cars for two- and three-bedroom units.**
- **That the applicant be required to provide on-street parking along the length of Welbourne Avenue while maintaining two way traffic lanes, with the design including bump-outs for trees and respecting the access to the garage and service bay.**

The motion carried by a 4-2 vote. (In Favor: Vashon Sarkisian, Jim Fitch, Alex Stringfellow, and David Bornstein. Opposed: Melissa Vickers and Warren Lindsey.)

5. Action Items

6. Non-Action Items

7. Staff Updates

Mr. Briggs noted that the next Planning & Zoning Board work session would be held on January 30, 2024. He added that at the Planning & Zoning Board regular meeting scheduled for February 6, 2024, a conditional use application for 1100 Orange Avenue would be presented. He indicated that the item would likely be very controversial with possibly a large public attendance at the hearing. He explained that staff would be reviewing the application with the Board at the work session on January 30th along with discussion on proposed community meeting requirements.

8. Board Comments

9. Upcoming Agenda Items

10. Adjournment

The meeting adjourned at 8:12 p.m.

ATTEST:

/s/ Mary Bush, Board Secretary



Planning & Zoning Board

agenda item

item type

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

meeting date

February 6, 2024

prepared by

Nicholas Lewis, Planner II

approved by

Allison McGillis, Director of Planning and Zoning

subject

Request of Edward Bharath for: Approval to construct a new, two-story, 852 square-foot addition to the existing single-family home located at 2430 Venetian Way on the Venetian Canal of Lake Maitland, zoned R-1AA.

motion | recommendation

Staff recommendation is for approval subject to the following conditions:

- 1) That the podocarpus hedge on the north side lot line does not extend towards the canalfront beyond the existing hedge line to avoid degradation of the traditional views of the water by the neighbors; and
- 2) That the swale locations be redrawn into a more natural shape and that "swale #1" be adequately setback from the two existing oak trees that currently fall within its location per approval by the City's Urban Forestry and Public Works Departments.

background

The applicant, Edward Bharath, on behalf of the homeowner, is requesting approval to construct a new, two-story, 852 square-foot addition to the existing single-family home at 2430 Venetian Way on the Venetian Canal connected to Lake Maitland. The property is zoned R-1AA and the unsubmerged portion of the property is 20,396 square feet in size. The proposed impervious lot coverage of 9,980 square feet is 48.9% of the total lot, which is under the maximum 50% as the code allows. The maximum Floor Area Ratio (FAR) for properties over 12,500 square feet in size is 35% of the lot area or 5,000 square feet, whichever is greater. The applicant is proposing a 7,093 square-foot home which equates to a FAR of 34.8%, meeting this requirement.

This particular application is unique in the fact that although the structure is currently nonconforming as to its side and canalfront setbacks, the renovations do not exceed 50% of the valuation of the structure, as provided by Orange County Property Appraiser. Because this threshold is not tripped, the structure is covered under the nonconforming structures provision

(Sec 58-64(c)(2)) and therefore, the applicant by right does not have to bring these nonconformities into conformance.

Since the applicant filed this application, city staff became aware that construction had begun on the property prior to both lakefront approval and the permitting process. The Building and Permitting Department has issued an immediate stop work order and has taken all appropriate steps to remedy the situation.

Lakefront Review Criteria:

Tree Preservation

The purpose and intent of the lakefront lots section of the code states that existing trees shall be preserved to the degree reasonably possible. No trees are being removed as part of this request and therefore, the applicant meets this criteria.

View from the Lake

The code direction is to minimize the height and extent of stem walls or retaining walls facing the lake. Generally, the policy does not permit walls/swimming pool decks facing the lake in excess of three (3) feet in height. This plan complies with this provision. The lot is very flat and no such component is being proposed with the request. The proposed swimming pool, which meets the minimum required setback from a canal, will be at grade.

In addition, the portion of the driveway extending beyond the structure is being removed and replaced with retention.

Views of Neighbors

The code direction is to minimize the degradation of traditional views across properties by new houses, additions, second-story additions, etc., alongside property lines toward the lake that may block traditional views of the neighbors.

The required canalfront setback to a structure is a minimum of 50-feet. The proposal is requesting a lakefront setback to the structure of 40-feet, whereas the existing structure is roughly 45-feet from the ordinary high-water line. However, the existing rear porch is fully screened and has a second-story component, whereas the proposed is substantially open and is limited to single-story only. The proposed swimming pool and pool deck meet the required 25-foot minimum from a canal. Staff believes that although the proposal is a slight encroachment past the existing, the openness and single-story nature of the proposed rear porch is more favorable to neighbor views than that of the existing, two-story porch structure.

Further, there is an existing vegetative buffer along both neighboring lot lines. The site plan shows the existing podocarpus hedging on both sides will be extended all the way towards the water line. There is a substantial existing buffer between the property and the neighboring property to the south, minimizing cross-property views from both sides. However, except for the two oak trees, the neighbor to the north currently enjoys a pretty open view of the canal.

Installing eight-foot high hedges down to the water would impede the neighbor's traditional views. Staff is proposing a condition that the podocarpus hedge remain in its current location and does not extend further towards the water.

Stormwater Retention

The code requires the retention of stormwater. The amount of impervious surface on the lot determines the needed depth/size of the retention. In this case, the applicant is proposing two rectangular swale retention areas on the property to meet the required stormwater storage. Staff is proposing a condition that both swales be redrawn into a more natural shape and that "swale #1" be adequately from the two existing oak trees that currently fall within its location per approval by the City's Urban Forestry and Public Works Departments.

Summary

Overall, the plans, in conjunction with the conditions of approval, meet the intent of the lakefront review criteria. The proposal also meets all single-family code requirements, except the existing nonconforming setbacks. However, because the proposal does not trip the need to bring these existing conditions in conformance, and the fact that the renovation largely takes place in the middle of the structure not impeding neighbor views, staff is recommending approval of the request.

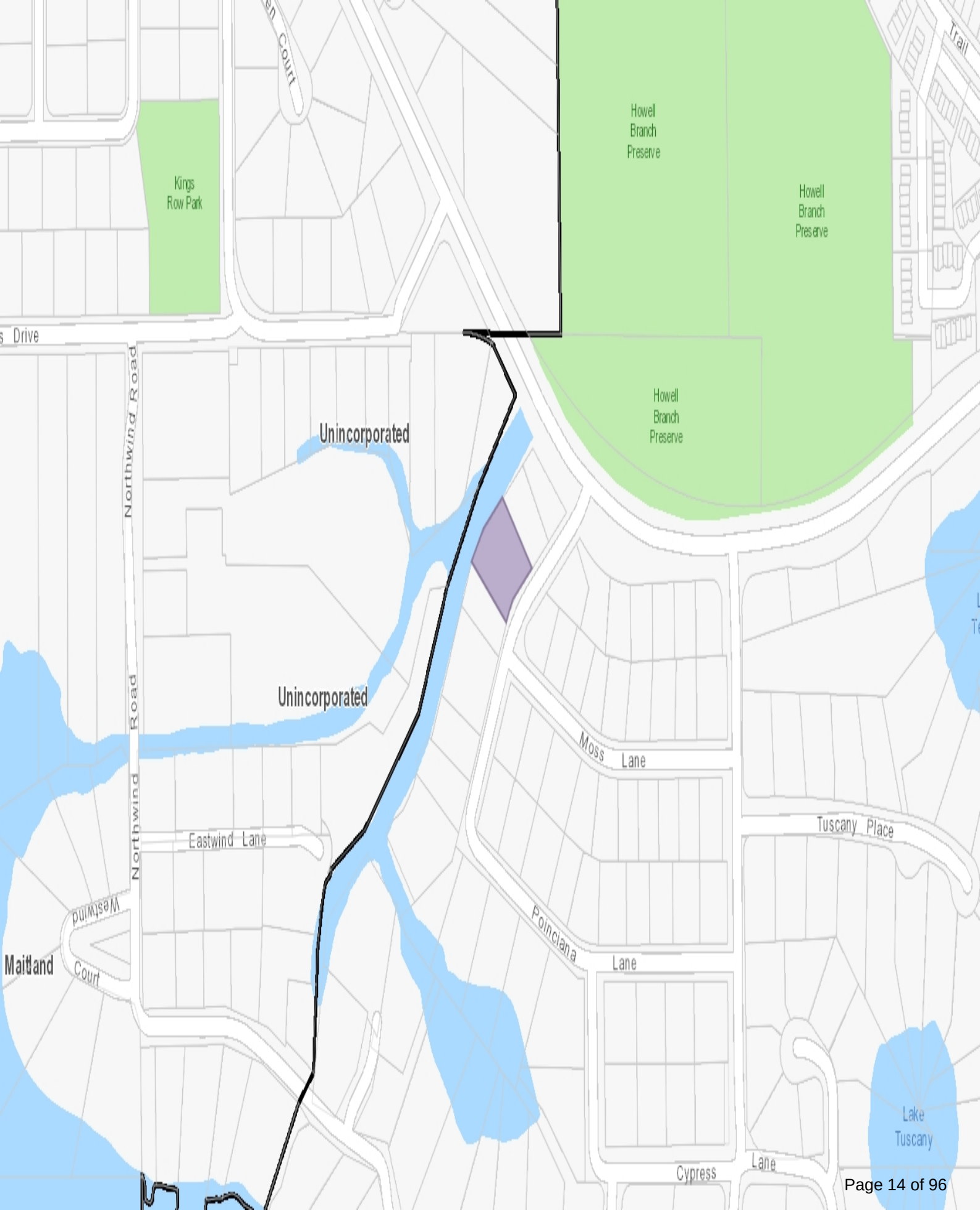
strategic objectives

alternatives | other considerations

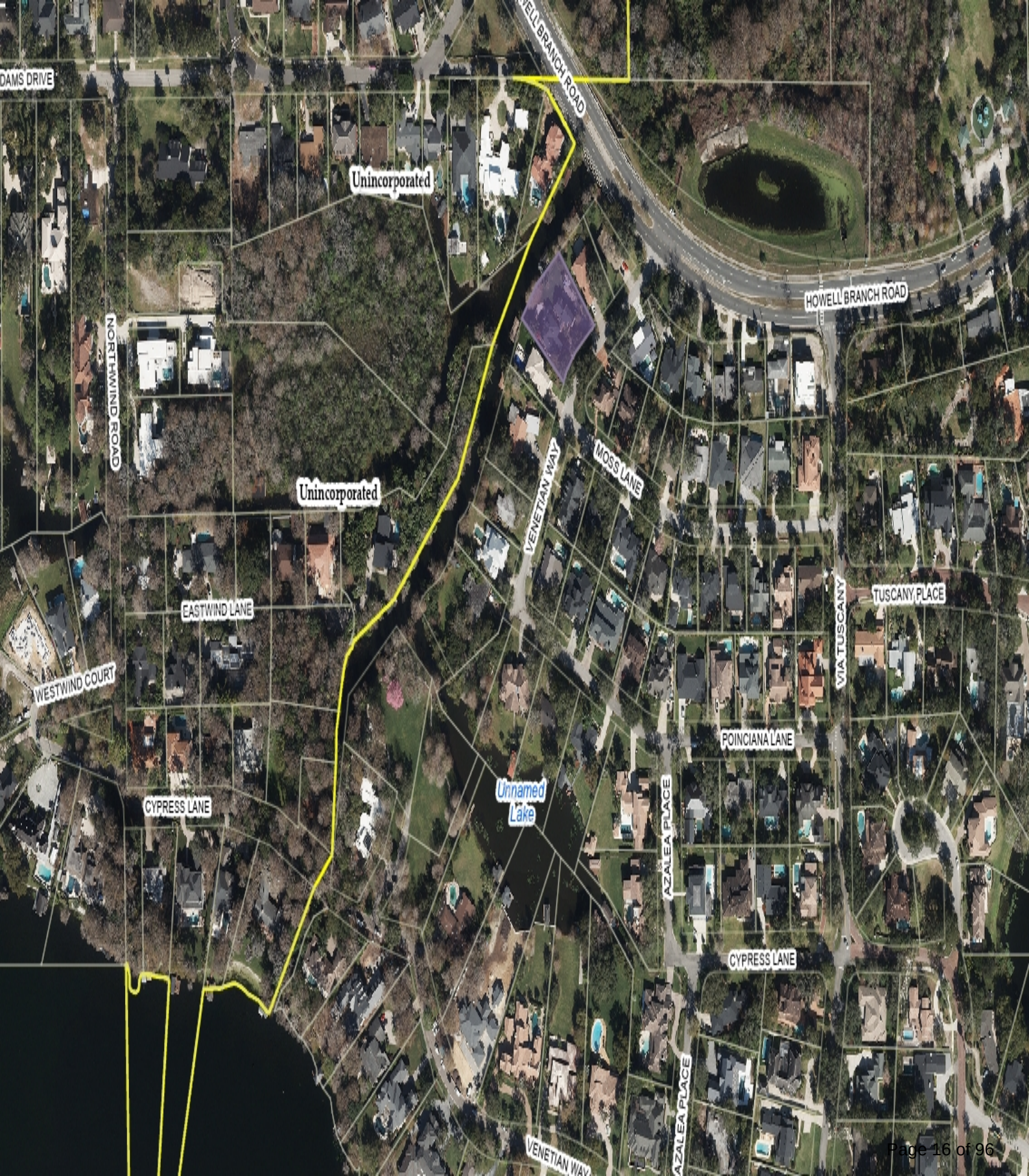
fiscal impact

attachments

1. 2430 Venetian Way - Area Map
2. 2430 Venetian Way - Aerial Map
3. 2430 Venetian Way - Canal Aerial Map
4. 2430 Venetian Way - Lakefront Table
5. 2430 Venetian Way - Site Plan
6. 2430 Venetian Way - Survey
7. 2430 Venetian Way - Floor Plans
8. 2430 Venetian Way - Elevations
9. 2430 Venetian Way - Stop Work
10. 2430 Venetian Way - South Vegetation Buffer







Lakefront Site Plan Review: 2430 Venetian Way

	R-1AA Requirements	Existing	Proposed
Zoning	N/A	R-1AAA	R-1AAA
Future Land Use	N/A	SFR	SFR
Lot Width	100 ft.	125 ft.	125 ft.
Lot Depth	N/A	152 ft. (avg.)	152 ft. (avg.)
Lot Area	10,000 sf	20,396 sf	20,396 sf
Floor Area Ratio	35% (7,139 sf)	30.6% (6,241 sf)	34.8% (7,093 sf)
Impervious Lot Coverage	50% (10,198 sf)	48.9% (9,980 sf)	48.9% (9,980 sf)
Front Setback	29.8 ft.	29.8 ft.	29.8 ft.
Side Setbacks (1st floor/2nd floor)	19 ft./25 ft.	7.4 ft./7.4 ft. (south) 32.8 ft./32.8 ft. (north)	7.4 ft./7.4 ft. (south) 32.8 ft./32.8 ft. (north)
Canalfront Setbacks	50 ft.	45 ft.	40 ft.

Legal Description:
LOT 3 AND 4, BLOCK H, MAITLAND SHORES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK S, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

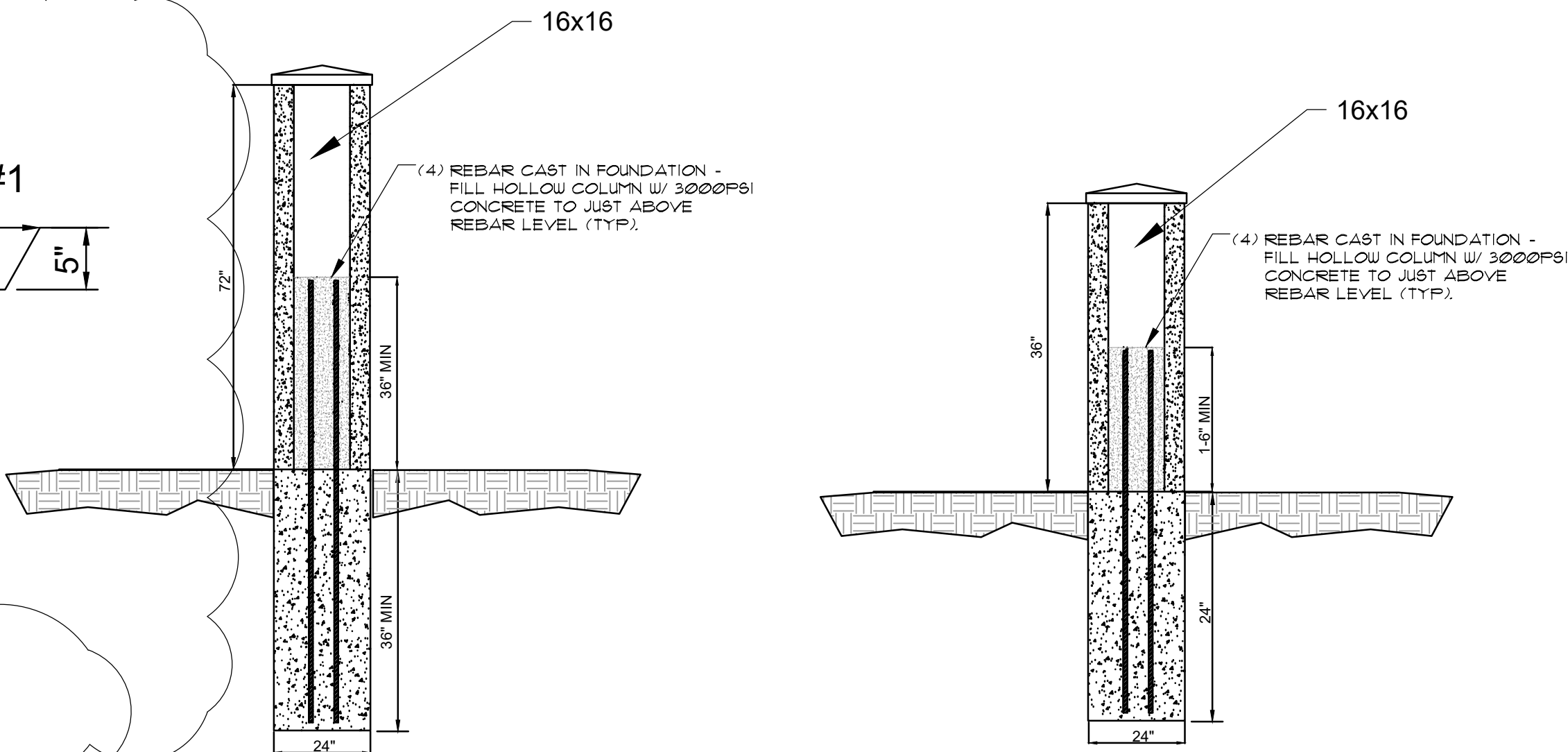
LEGEND

- (1) ~~~~~~ PODOCARPUS HEDGE 8' HIGH
- (2) ===== PODOCARPUS HEDGE 6' HIGH



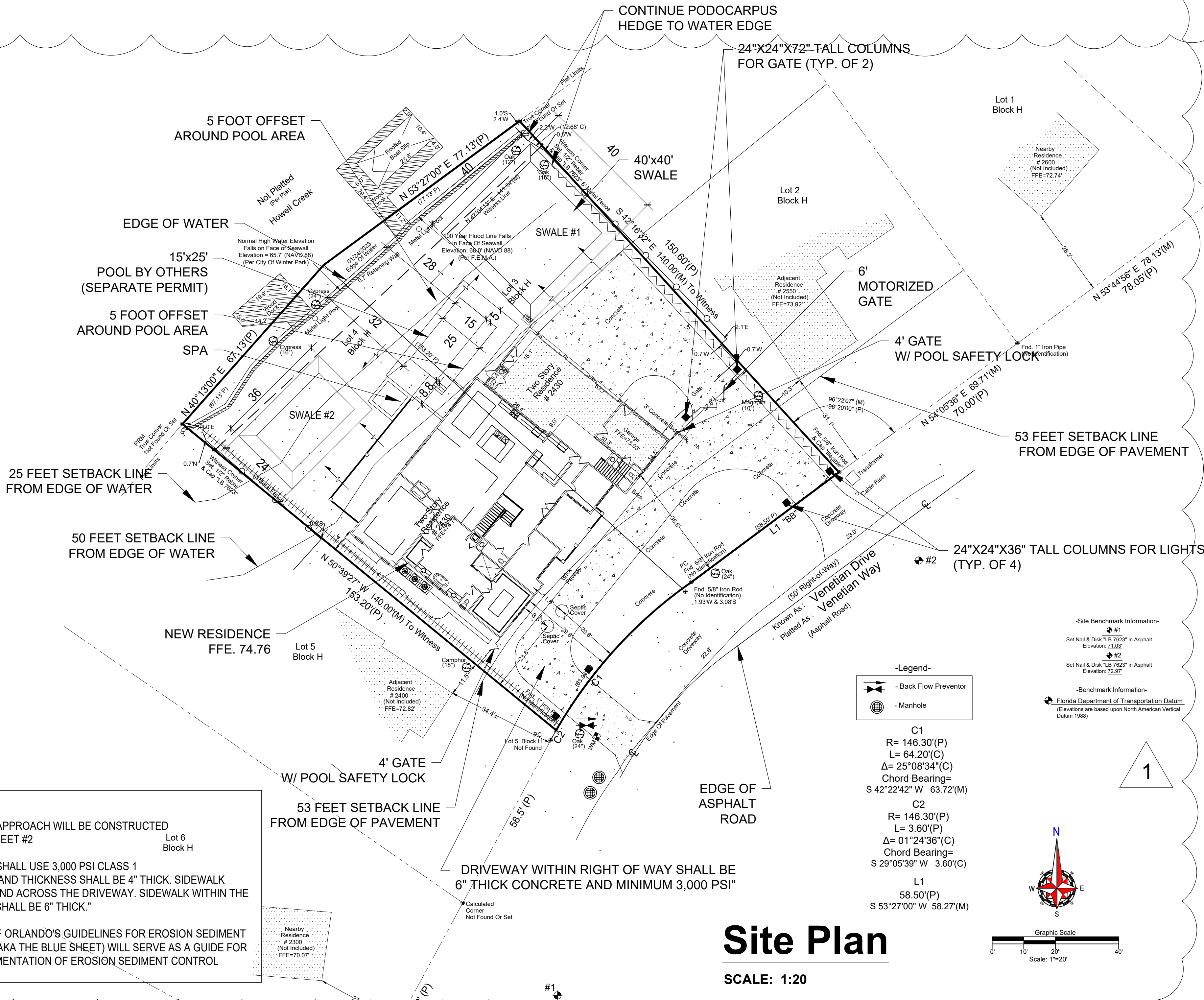
SWALE SECTION

LID CALCULATIONS
ARE AS FOLLOWS: PERVIOUS AREA IS 10,502 SF. MULTIPLE BY
1"/SQFT + 840 CF. SWALE 1 SHOULD BE 40"x40"x5"
DEEP = 672 CF. SWALE 2 SHOULD BE 30"x20"x4" DEEP = 198 CF.



Column Details

SCALE: NTS



Site Plan

SCALE: 1:20

- NOTES:
- * DRIVEWAY APPROACH WILL BE CONSTRUCTED PER ESM SHEET #2
 - * DRIVEWAY SHALL USE 3,000 PSI CLASS 1 CONCRETE AND THICKNESS SHALL BE 4" THICK. SIDEWALK SHALL EXTEND ACROSS THE DRIVEWAY. SIDEWALK WITHIN THE DRIVEWAY SHALL BE 6" THICK."
 - * THE CITY OF ORLANDO'S GUIDELINES FOR EROSION SEDIMENT CONTROL (AKA THE BLUE SHEET) WILL SERVE AS A GUIDE FOR THE IMPLEMENTATION OF EROSION SEDIMENT CONTROL MEASURES.

FAR AREA CALCULATIONS	
PROPERTY ADDRESS	2430 VENETIAN WAY
LOT AREA	20,396 SF
LOT WIDTH and FRONT SETBACK	122' - 28' ave
FAR ALLOWED	7538 SF
BUILDING AREA	PROPOSED
FIRST FLOOR	3737
SECOND FLOOR	3414
TOTAL LIVING (SF)	7151
MECHANICAL	30
MEDIA/ATTIC	200
STAIR VOLUME (80x 2)	160
GARAGE	814
REAR PORCH FAR	504
TOTAL FAR (SF)	1708
FRONT ENTRY PORCH	218
FRONT UPPER FLOOR PORCH	562
BALCONIES (40x2)	80
TOTAL (SF)	860
	9719
IMPERVIOUS RATIO CALCULATION	
LOT AREA (SF)	20396
BUILDING FOOTPRINT (SF)	5303
DRIVEWAY (SF)	3646
POOL (SF)	977
AC AND OTHER PADS (SF)	54
TOTAL IMPERVIOUS (SF)	9980
IMPERVIOPIUS RATIO (9980/20396)	100
	48.93%

Design FLA
ARCHITECTURAL/STRUCTURAL ENGINEERING
DESIGN AND DRAFTING
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EMAIL: INFO@DESIGNFLA.COM
WWW.DESIGNFLA.COM

SITE PLAN

2430 VENETIAN WAY
WINTER PARK, FL 32789

Job No.

23-2430

Drawn By:

J.E.

Date:

8/2023

Scale:

As Noted

A1.1

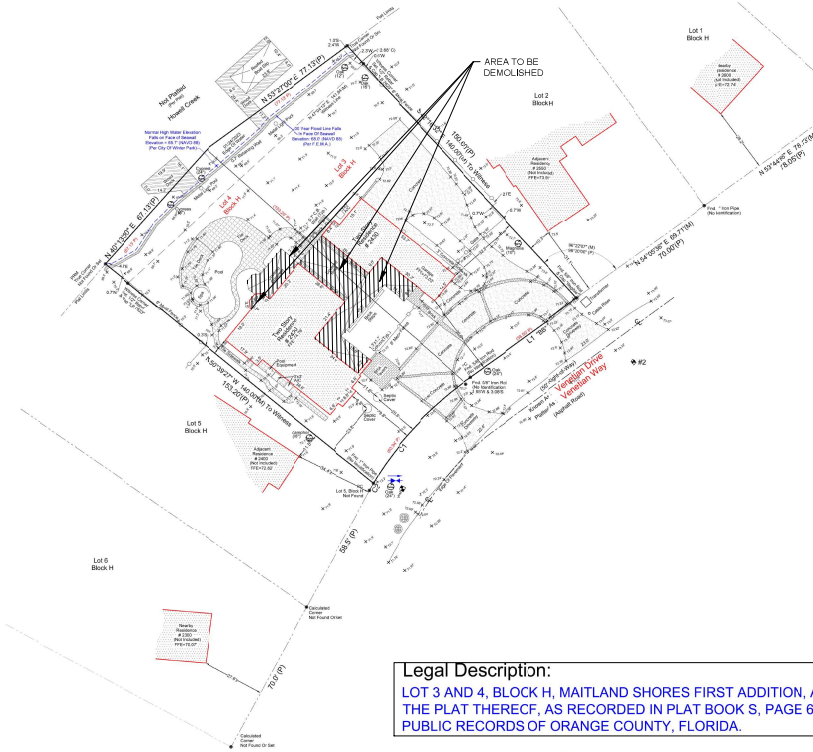
EXISTING SITE PLAN

2430 VENETIAN WAY
WINTER PARK, FL 32789

Job No.
23-2430
Drawn By
J.E.
Date
8/20/23
Scale
As Noted

A1

Design Professionals shall retain their plans, specifications, and designs for the project as they are required to be kept on file for a period of ten (10) years after the date of completion of the project. The designs and plans are to be kept on file for a period of ten (10) years after the date of completion of the project.



Legal Description:
LOT 3 AND 4, BLOCK H, MAITLAND SHORES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK S, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Existing Site Plan

SCALE: 1:20

FAR AREA CALCULATIONS

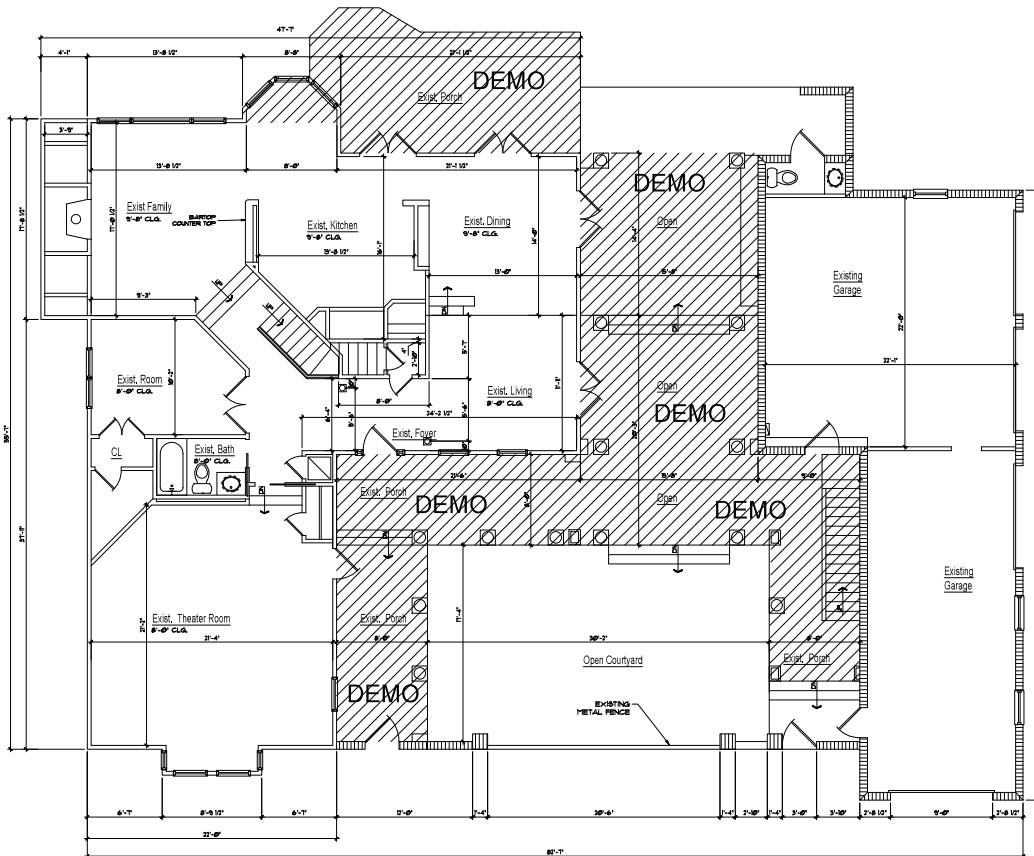
PROPERTY ADDRESS 2430 VENETIAN WAY
LOT AREA 20,396 SF
LOT WIDTH and FRONT SETBACK 122' - 28' ave
FAR ALLOWED 7538 SF

BUILDING AREA	PROPOSED	EXISTING
FIRST FLOOR	3737	3737
SECOND FLOOR	3414	3610
TOTAL LIVING (SF)	7151	7347
MECHANICAL	30	30
MEDIA/ATTIC	200	200
STAIR VOLUME (80x2)	160	90
GARAGE	814	814
REAR PORCH FAR	504	784
TOTAL FAR (SF)	1708	1918

FRONT ENTRY PORCH	218	282
FRONT UPPER FLOOR PORCH	562	282
BALCONIES (40x2)	80	0
	860	564
TOTAL (SF)	9719	9829

IMPERVIOUS RATIO CALCULATION

LOT AREA (SF)	20396
BUILDING FOOTPRINT (SF)	5303
DRIVEWAY (SF)	3646
POOL (SF)	977
AC and OTHER PADS (SF)	54
TOTAL IMPERVIOUS (SF)	9980
IMPERVIOUS RATIO (9980/20396)100	48.93%



Exist./Prop. 1st Floor Plan
SCALE: 1/4" = 1'-0"

1	FAR ALLOWED - 35% LOT AREA	20,356	7139
2	EXISTING FOOTAGE	7344	
3	PROPOSED FOOTAGE	8350	
4	PROPOSED ADDITIONAL FOOTAGE		1006
5	GROUND FLOOR REMOVAL		
6	FRONT PORCH	603	
7	REAR PORCH	417	
8	BACK PORCH	381	
9			1401
10	UPPER FLOOR REMOVAL		
11	FRONT PORCH	316	
12	REAR PORCH	225	
13	BACK PORCH	328	
14			1069
15	TOTAL FLOOR REMOVAL		2470
16	PROPOSED FLOOR ADDITION		
17	BREKWAY - UPPER & LOWER	834	
18	FRONT PORCH	462	
19	REAR PORCH	461	
20	BACK PORCH	504	
21	TOTAL FLOOR ADDITION	1801	
22	GARAGE EXISTING	582	
23	GARAGE PROPOSED	984	
24	ATTIC - PROPOSED/EXISTING	200	
25	LESS FRONT PORCH	400	
26	LESS REAR PORCH	400	
27	LESS ALL PORCHES CUMULATIVE	500	
28			900
29	FAR TOTAL		7181

LEGEND
EXISTING TO REMAIN

NOTES:
- THE CONTRACTOR/OWNER SHALL CHECK DIMENSIONS, SETBACKS AND ZONING REQUIREMENTS IF EXISTING CONDITION APPLY.
- ALL EXISTING CONDITIONS NEED TO BE VERIFIED BY CONTRACTOR BEFORE CONSTRUCTION HAS STARTED.

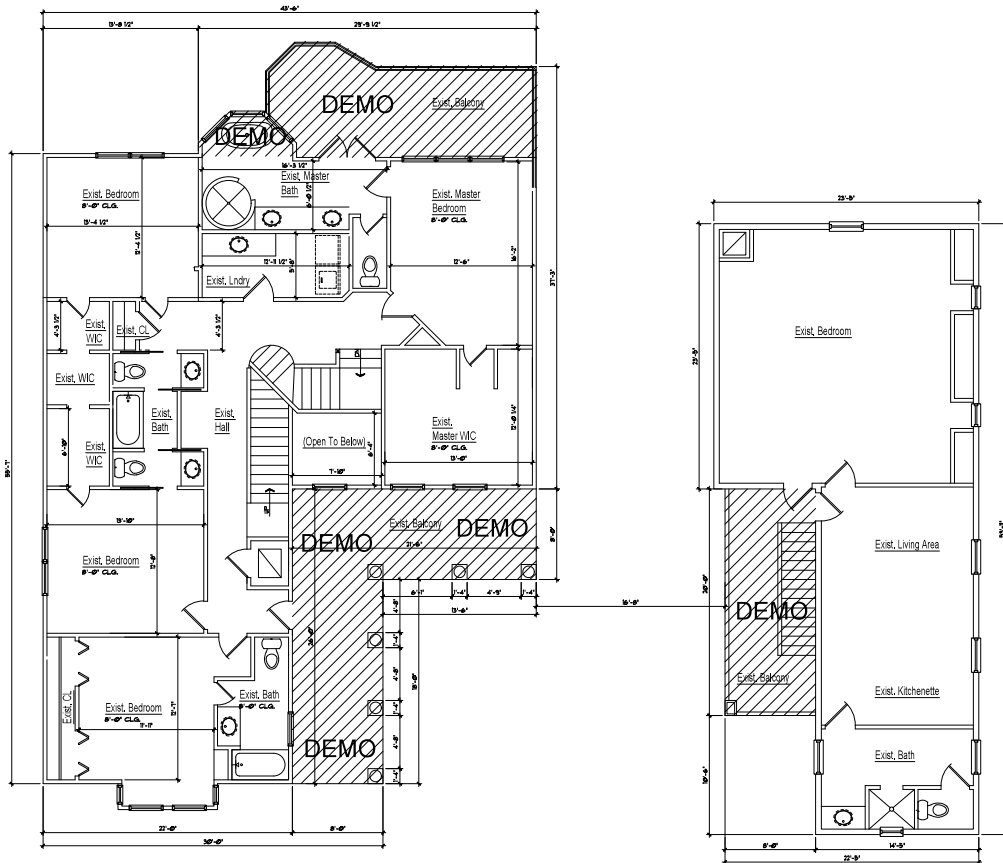
PLAN EXPIRES 1 YEAR FROM SIGNED SIGNATURE DATE OR THE NEW EXPECTED DATE OF A MAJOR FLORIDA BUILDING CODE CHANGE WHICHEVER COMES SOONER.

Design FLA
ARCHITECTURAL ENGINEERING
P.O. Box 677711
Gainesville, FL 32667-0711
PHONE: 800.303.0704
EMAIL: INFO@DESIGNFLA.COM
WWW.DESIGNFLA.COM

DIMENSION PLAN
2430 VENETIAN WAY
WINTER PARK, FL 32789

Job No.
23-2430
Drawn By
J.P.
Date
6/20/23
Scale
As Noted

A2



Exist./Prop. 2nd Floor Plan
SCALE: 1/4" = 1'-0"

FAR CALCULATION: 2430 VENETIAN WAY			
1	FAR ALLOWED - 35% LOT AREA	20,396	7139
2	EXISTING FOOTAGE	7384	
3	PROPOSED FOOTAGE	8350	
4	PROPOSED ADDITIONAL FOOTAGE		1066
5	GROUND FLOOR REMOVAL		
6	FRONT PORCH	603	
7	REAR PORCH	417	
8	BACK PORCH	381	
9			1401
10	UPPER FLOOR REMOVAL		
11	FRONT PORCH	336	
12	REAR PORCH	225	
13	MTR. RD.	528	
14			1089
15	TOTAL FLOOR REMOVAL		2470
16	PROPOSED FLOOR ADDITION		
17	BREEDING - UPPER & LOWER	824	
18	PARTIAL FRONT PORCH	402	
19	NEW FRONT PORCH	461	
20	REAR PORCH	506	
21	TOTAL FLOOR ADDITION		2291
22	GARAGE FOOTING	982	
23	GARAGE PROPOSED	864	
24	ATTC. - PROPOSED FOOTING	200	
25			
26	LESS FRONT PORCH	400	
27	LESS ALL PORCHES CUMULATIVE	500	
28	TOTAL	900	7181
29	FAR		

LEGEND

EXISTING TO REMAIN

NOTES:
- THE CONTRACTOR/SOWNER SHALL CHECK DIMENSIONS/SETBACKS AND ZONING REQUIREMENTS IF EXISTING CONDITION APPLY.
- ALL EXISTING CONDITIONS NEEDS TO BE VERIFIED BY CONTRACTOR BEFORE CONSTRUCTION HAS STARTED.

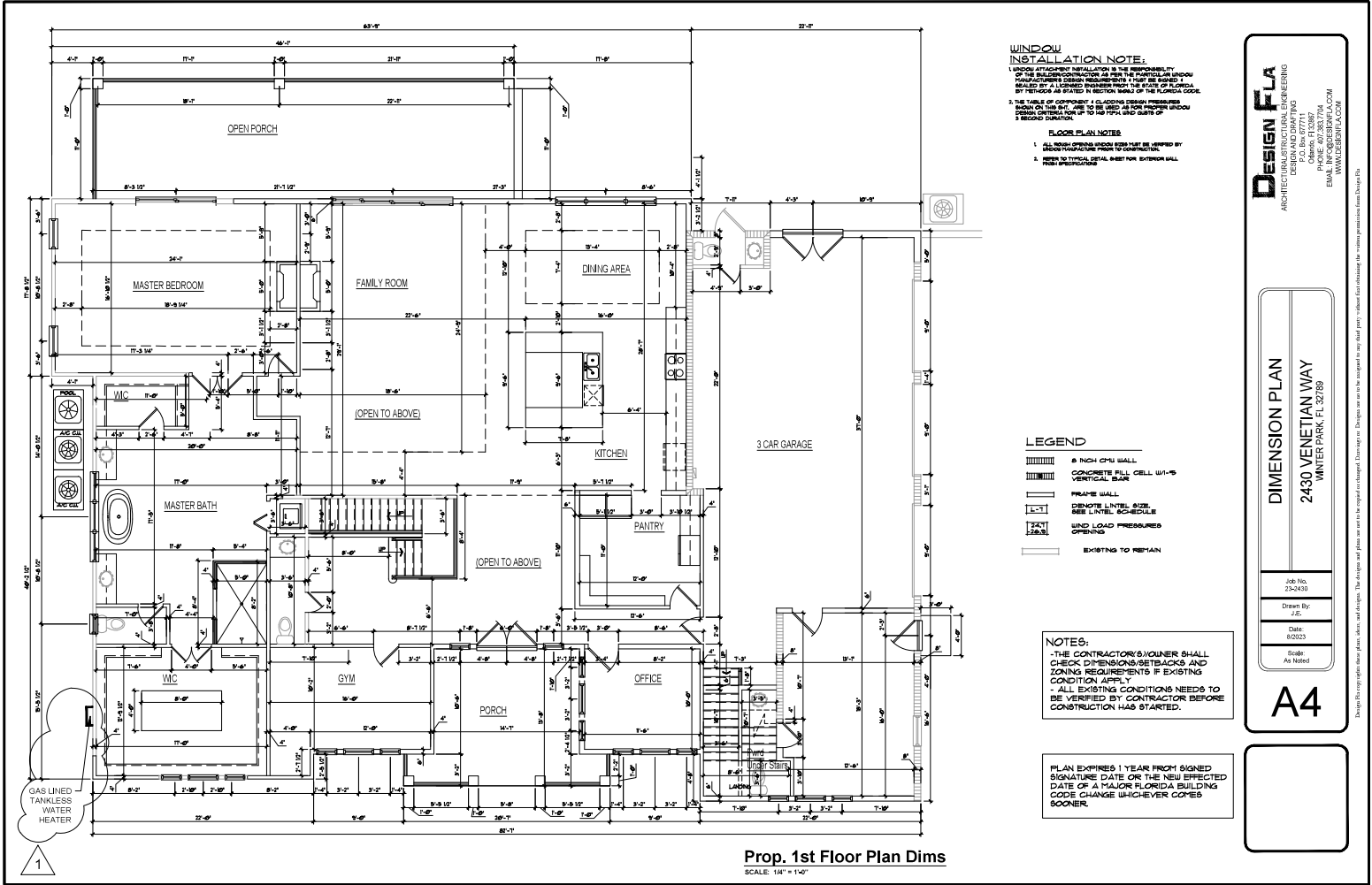
PLAN EXPIRES 1 YEAR FROM SIGNED SIGNATURE DATE OR THE NEW EFFECTED DATE OF A MAJOR FLORIDA BUILDING CODE CHANGE WHICHEVER COMES SOONER.

Design FLA
ARCHITECTURAL ENGINEERING
P.O. Box 677711
Coral Gables, FL 33167
PHONE: 305.383.1704
EMAIL: INFO@DESIGNFLA.COM
WWW.DESIGNFLA.COM

DIMENSION PLAN
2430 VENETIAN WAY
WINTER PARK, FL 32789

Job No.
23-2430
Drawn By:
J.P.
Date:
6/20/23
Scale:
As Noted

A3



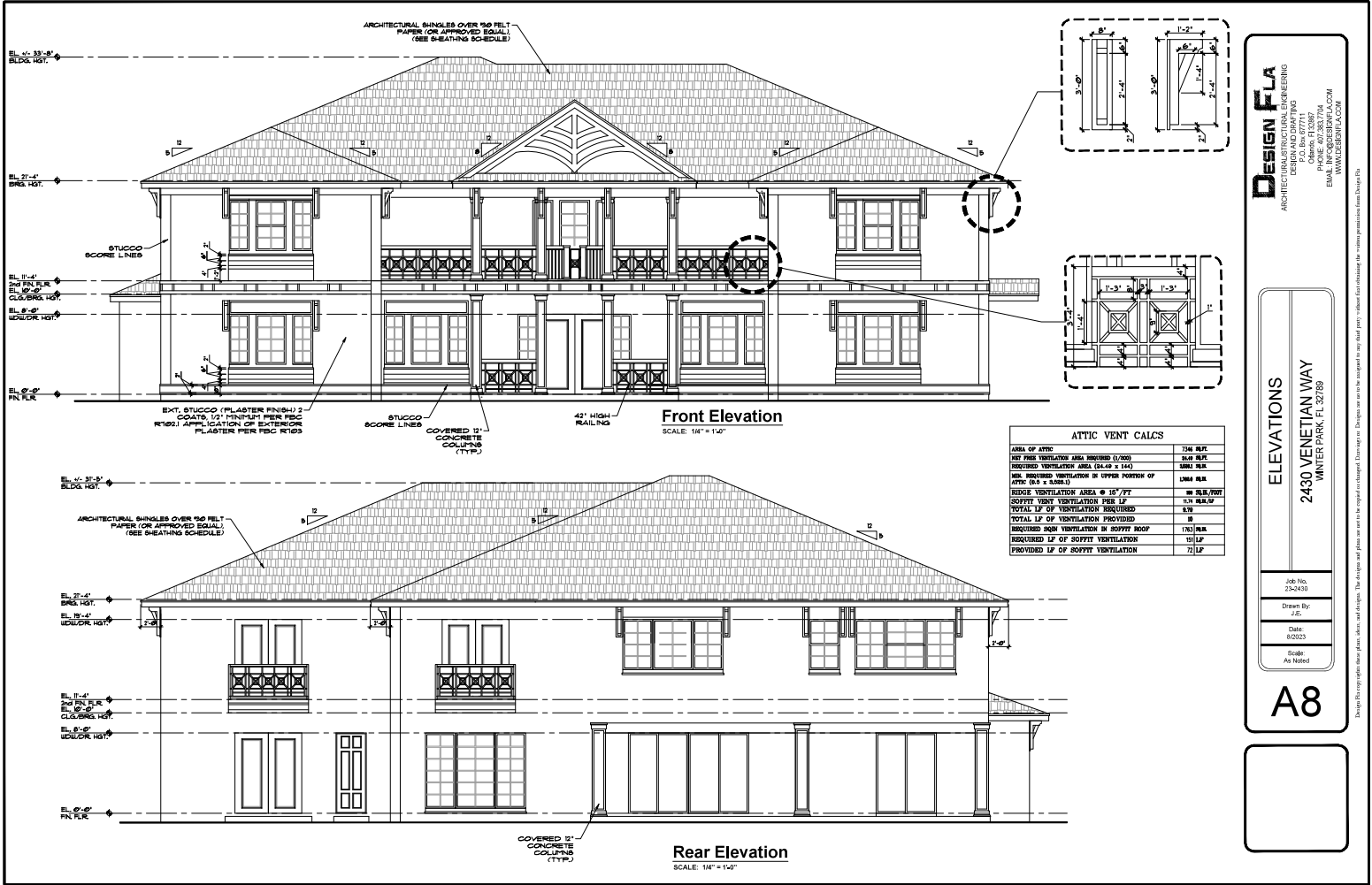
Design FLA
ARCHITECTURAL ENGINEERING
P.O. Box 677711
Coral Gables, FL 33167
PHONE: 305.333.7704
EMAIL: INFO@DESIGNFLA.COM
WWW.DESIGNFLA.COM

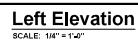
DIMENSION PLAN
2430 VENETIAN WAY
WINTER PARK, FL 32789

Job No.
23-2430
Drawn By:
J.P.
Date:
6/20/23
Scale:
As Noted

A4







EL. 27'-4"
BRK. HGT.

EL. 27'-0"
LOWER HGT.

EL. 11'-4"
BRK. HGT.

EL. 11'-0"
LOWER HGT.

EL. 8'-0"
LOWER HGT.

RESIDE VENTILATION AREA
SOFFIT VENT VENTILATION
TOTAL LF OF VENTILATION
TOTAL LF OF VENTILATION
REQUIRED LF OF ROOF VENT
REQUIRED SOFR VENTILATION
PROVIDED LF OF SOFFIT V

Right Elevation

0
**Building & Permitting
Services Department**



STOP WORK NOTICE

WORK MUST STOP DUE TO THE FOLLOWING:

- | | |
|---|--|
| ☐ General construction | ☐ Plumbing |
| ☐ Concrete/masonry | ☐ Electrical |
| ☐ Heating/air conditioning | ☒ No permit |
| ☐ Unsafe structure | ☐ Zoning code violation |
| ☐ Other _____ | ☐ Illegal solid waste
container onsite |

**Please contact Building & Permitting Services at
407-599-3237 BEFORE any further work is done.**

1124124 KETH MLOWN
Date Inspector

DO NOT REMOVE THE TOP PORTION OF THIS CARD

Detach and bring the bottom portion of this card to
Building & Permitting Services at 401 S. Park Ave.

2430 VENETIAN WAY
Location
1/16/24
Date
ODIN PERNH
Correction
KETH MLOWN

Inspector, Building & Permitting Services Department



00-010

08-040

08-050

08-060

T SUSAN MARY



Planning & Zoning Board

agenda item

item type

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

meeting date

February 6, 2024

prepared by

John Harbilas, Senior Planner

approved by

Mary Bush, Administrative Coordinator III

subject

Request of Clermont Investment LLC for: Conditional Use approval for a 170 seat restaurant, for the property at 610 W Morse Boulevard, zoned C-3A.

motion | recommendation

Staff recommendation is for approval.

background

The Applicant is requesting Conditional Use approval to open a 170 seat, fine dining restaurant, at 610 West Morse Boulevard. The property is zoned C-3A.

Section 58-77 of the City Land Development Code allows restaurants (not including bars, taverns, cocktail lounges and liquor package stores) as a conditional use in the C-3A Commercial Zoning District. The property is located at the southwest corner of W Morse Blvd and S Pennsylvania Ave, and was most recently home to the Coop restaurant, which closed down last year.

The Applicant is now looking to put a fine dining restaurant, in the same location. The site currently has 28 parking spaces, and the Applicant has secured another 29 parking spaces, via 10-year lease, at the Ward Chapel African Methodist Episcopal Church located across the street at 160 S Pennsylvania Ave. The 57 total spaces, would permit up to 170 seats in the restaurant, and include the ability for on-premise alcohol consumption. Given the history of restaurant use on the property, and adjacent location to surrounding commercial uses, staff is recommending approval of this request.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. CU APPLICATION 610 W MORSE BLVD.
2. Location Map



**CITY OF WINTER PARK
APPLICATION FOR CONDITIONAL USE**

CU # _____

FEE PAID
ck # _____
amt. \$ _____
date _____

General Instructions: To request approval of a Conditional Use, complete this application and submit it to the Planning Department along with a fee of \$500 for applications with 500 ft notice requirement, \$1,000 for applications with 1,500 ft notice requirement, and \$6,000 for applications with city-wide notice requirement, and any additional information necessary to be presented for the public hearings before the Planning and Zoning Board and City Commission. **Please submit one (1) electronic copy and one (1) paper copy (11" by 17") of the required documents with this application. Digital copies may be submitted via flash drive, CD-ROM, etc. or through the wpcloud.** Please contact the Planning Department for instructions to upload to the wpcloud. Additional information for Conditional Use requirements can be found in Chapter 58-90 of the City's Land Development Code.

I.	<u>APPLICANT</u>	<u>OWNER</u>
Name	Clermont investment llc	Leo Shalhoub
Address	8221 lake serene dr orlando, FL 32836	8221 lake serene dr orlando, FL 32836
Phone	407 468-2568	407 468-2568
Email Address:	shalhoubl@aol.com	Email Address shalhoub@aol.com

Is the property under contract for purchase or lease? ☒ Yes ☐ No

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

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

II. PROPERTY

Street Address: 610 w morse Blvd

Zoning Classification: C-3A Comprehensive Plan Future Land Use Designation: _____

PARCEL # 06-22-30-1168-11012 (same as tax ID number of Orange County property tax records)

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

III. CONDITIONAL USE REQUESTED: The applicant requests Conditional Use Approval for:

beer, wine and liquor consumption 4COP

IV. CERTIFICATION

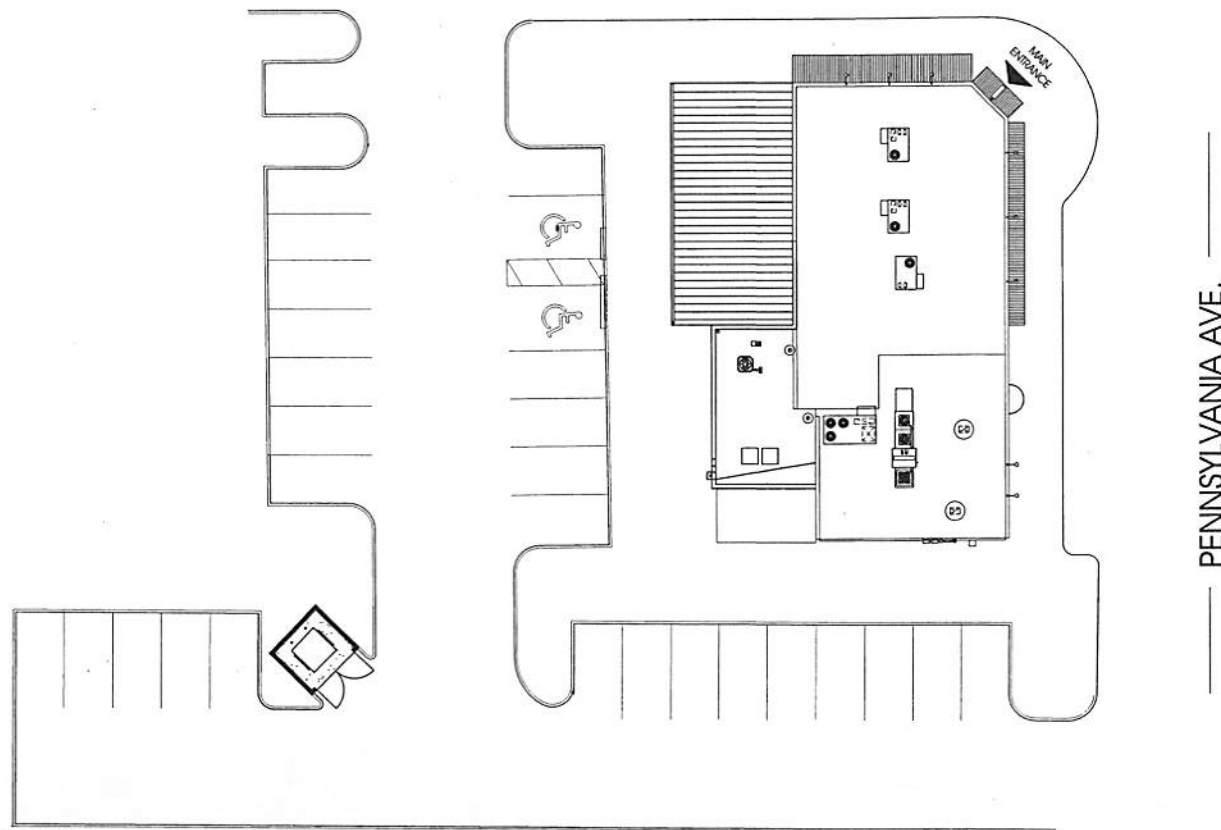
I certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

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

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

SIGNATURE _____

DATE 12/30/23



INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

AA 003420
CA 8640

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5000
FX 407.629.9124



CONSULTING

REVISIONS:
NO. ONE FORWARDS

CITY OF WINTER PARK
NOV 2 & 2012
BUILDING DIVISION

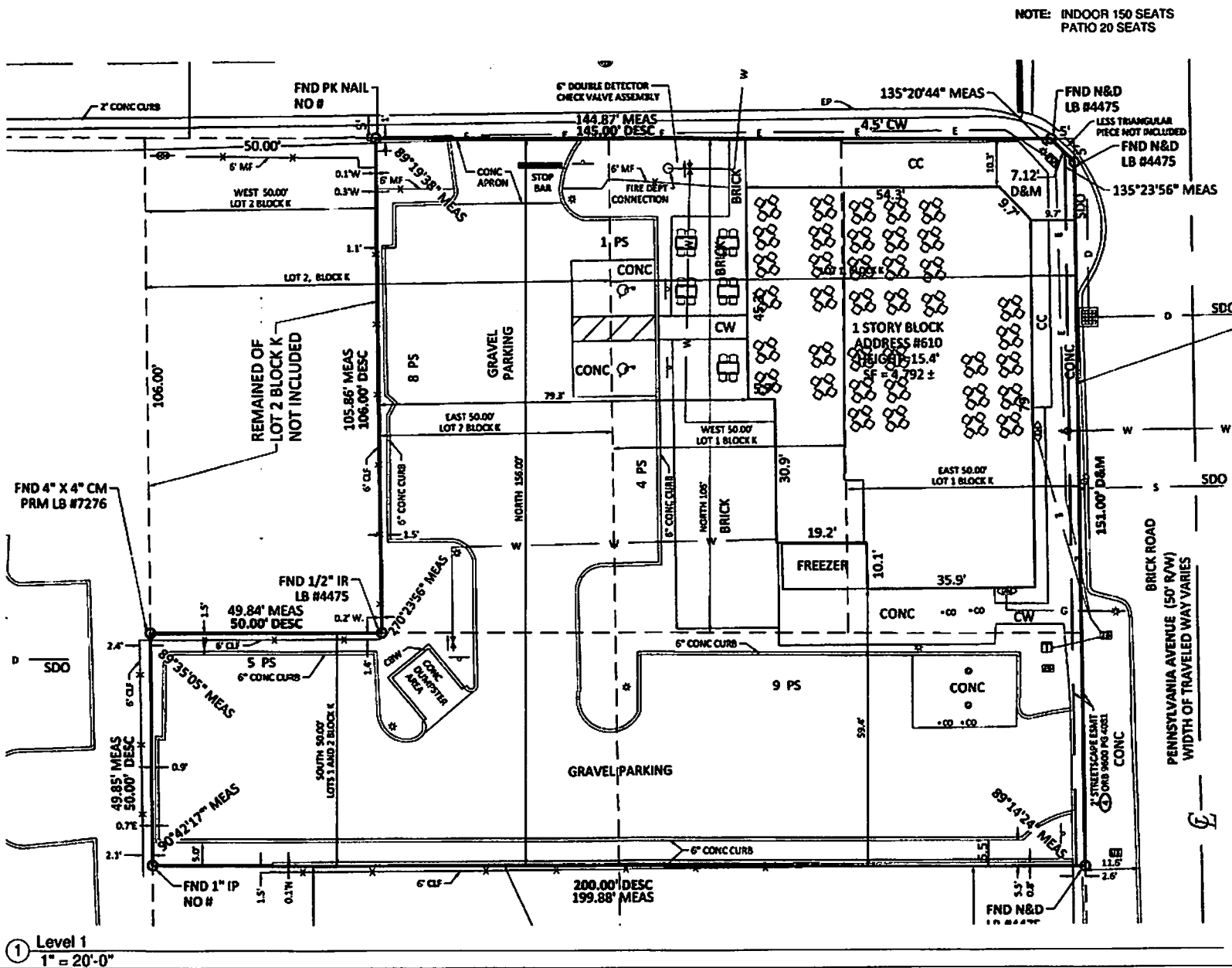


COOP
RESTAURANT
610 W. MORSE BLVD.
WINTER PARK, FL

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PURPOSE FOR WHICH THEY WERE
PREPARED. REPRODUCTIONS,
CHANGES OR ASSIGNMENTS ARE
PROHIBITED.

PROJECT NO. 2013.0206
DATE: 09/15/13

A0.1
ARCHITECTURAL SITE PLAN
CHECKED: TP



12/13/23 4:55:48 PM

© Copyright 2020
Green Apple
Architecture.com
PO BOX 1401
WINTER PARK, FLORIDA 32790
PHONE: 407.432.0795
AA26000707

610 W MORSE
Project Name

SEAL

JOHN P. DRAKE AR-1951

ISSUE DATE

12/13/23

SHEET INFORMATION
**SEATING
PLAN**

Scale 1" = 20'-0"

A101

Parking License Agreement

The Parties hereto, Ward Chapel African Methodist Episcopal Church (also referred to as Ward Chapel AME Church), 160 S Pennsylvania Ave Winter Park FL, 32789 (hereinafter called the "Licensor"), and Clermont Investments, LLC and / or assigns, 8221 Lake Serene Dr. Orlando, FL 32836 (hereinafter called the "Licensee") in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Parking Spaces Access.** Licensor hereby grants to Licensee twenty-nine (29) spaces in Licensor's parking lot. Licensee's customers shall have unrestricted access to the spaces designated for Clermont Investments, LLC, customers. Licensor shall have the right to restrict access to the parking spaces by Clermont Investments, LLC and / or assigns, employees and customers, to allow for maintenance or for the demands of occasional church programs, such as but not limited to weddings, conferences, funerals etc. Licensor shall provide reasonable written notice to Licensee. A three (3) day notice shall be deemed reasonable in all cases. Access may be restricted on shorter notice for events, which are part of the church function but are not reasonably foreseeable. Access may be restricted in cases of emergency with no prior notice. Licensee understands that it is the intention of the Licensor to provide twenty-nine (29) parking spaces accessible from S. Pennsylvania Avenue to the customers of Licensee.
2. **License Hours.** Licensor hereby grants to Licensee the right to use the Parking Spaces during the following hours:
Spaces during the following hours: Seven Days a Week, beginning at 3:00 p.m. through 12:00 a.m.
3. **Signage.** Licensee shall place signs and parking bumpers marking those spaces which are the subject of this agreement license. The signs shall state the hours the spaces are available and for whom they are reserved. The signs should also state that the parking is provided for the convenience of the customers and employees of Clermont Investments, LLC and / or assigns. The customers and employees of Clermont Investments, LLC and / or assigns, accept the risk of parking in the lot and

waive any claims against Ward Chapel AME Church. Unauthorized users will be deemed as trespassers and subject to prosecution and having their vehicles towed. The licensor must approve signage before it is installed.

4. **Consideration for License.** Monthly rent shall begin on the date the "Licensee" opens its restaurant for business, or next due date. Licensee shall pay Licensor, per this agreement, the sum of \$750 per month. The sum shall be payable in advance monthly and shall be due on the first of the month and shall be in arrears if not received by the Licensor by the 5th of each month. The licensee shall also pay the sales and use tax, if any due upon said rent.

5. **Sundays.** Licensee has agreed, as an additional consideration for this lease, to allow Licensor unrestricted access to Licensee's parking lot on Sundays, subject to Licensee's right to restrict access for special events. Licensee will provide reasonable notice of such events. Licensor agrees to indemnify and hold harmless Licensee from all claims made by Licensor's employee's visitors in the course of their use of the Clermont Investments, LLC and / or assigns, parking lot property as invitees of Licensor.

6. **Term.** The term of this agreement shall be for ten (10) years from the effective date hereof, which is the date the "Licensee" opens its restaurant for business.

Either party may terminate upon thirty (30) days prior written notice to the other party. Such notice shall be by hand delivery or by a nationally recognized overnight courier service, or sent by certified mail, return receipt requested, signed by the party giving such notice and addressed to the other party at their respective address. The agreement may be renewed once for five (5) years, upon the timely notification to Licensor. If the Licensee does not notify the Licensor of their interest in renewing the license thirty (30) days in advance, the agreement will terminate. Thirty (30) days before the expiration of the final option the Licensor will initiate a negotiation for continuation of the license. The rent will increase 7% every January 1st, beginning on January 1, 2025.

7. **Late Payment.** In the event the fees are not paid within five days of when it is due, then Licensee shall also pay a late payment fee equal to five percent (5%) of such

delinquent amount, each and every month, or part thereof, thereafter that such fee remains unpaid. If the Licensee is in arrears for rent more than five (5) days after the written notice of such delinquency or remains in default under any other condition of the agreement for a period of ten (10) days after written notice from Licensor, Licensor may at its option, without notice of Licensee, terminate the license.

8. **Exclusive use, not Assignable.** Licensee shall not permit the Parking Spaces to be used by any other person or entity without obtaining Licensor prior written consent, which consent may be withheld for any reason whatsoever. Licensor shall have the right to exclude from the Parking Spaces or any other portion of the Premises any particular employee, agent, or invitee who, in Licensor's sole discretion, it deems objectionable.

9. **Continuing Obligations.** Should Licensee move its business, obtain other parking spaces, close the business or not use the parking spaces for whatever reason, the Licensee shall not be released from any obligations under this Agreement, unless released in writing by the Licensor, and shall have continuing liability and remain fully liable for all of the obligations of Licensee under this Agreement including, without limitation, the payment of Rent and shall be expressly subject to each and every term, covenant and condition of this Agreement. If the Licensee is sold and/or acquired by another entity, this Agreement shall be binding upon the new business that acquired Licensee, unless the term has expired, or the rent is paid in full for the entire term of the Agreement.

10. **Obligation to Observe all Regulations.** In connection with the Parking Spaces, Licensee (and its guests, employees, agents, and invitees) shall observe and comply with all regulations, rules and laws imposed by any governmental agency having jurisdiction over the Premises, and, any rules and regulations which Licensor or its agents may from time to time deem necessary for the safety, security, care and cleanliness of the Premises and the quiet, convenience and of occupants of the Premises.

11. **Hold Harmless the Licensor.** Licensee shall indemnify and hold Licensor and Licensor's officers, directors, members, and agents harmless from and against any and

all liabilities, fines, claims, injuries, damages, actions, proceedings, judgments, costs and expenses of any kind or nature whatsoever asserted against or sustained by Licensors due to, or arising out of, any act, omission or negligence of Licensee, its servants, guests, employees, agents, and invitees.

12. **Relationship.** It is the intention of the parties hereto that their relationship at all times shall be limited to that of Licensors and Licensee with respect to the Parking Spaces and Licensee's use thereof. It is expressly understood and agreed that Licensors shall not be regarded as, nor shall have any of the duties of, a bailee of Licensee's (or its guests, employees, agents, and invitees) property or as a landlord of Licensee.

13. **Subordinate to Mortgages and Leases.** This License Agreement is subject to and subordinate to all present or future mortgages, leases or other instruments affecting the Premises.

14. **Insurance.** a) Licensee shall, at its own cost and expense and for the benefit of Licensors, maintain with insurance companies satisfactory to Licensors general public liability insurance in the amount of \$1,000,000.00 for injury or death to any one person in any one accident, and in the aggregate of not less than \$2,000,000.00 for injury or death to more than one person in any one accident incurred in or adjacent to the Premises, said policy(ies) to contain a 30-day notice of cancellation clause. b) Licensee shall, at its expense, furnish Licensors with a copy of said insurance policy(ies) and a certificate of insurance naming Licensors, Ward Chapel African Methodist Episcopal Church, as additional party insureds prior to the date of execution hereof, and every year thereafter. c) Licensee hereby waives any and all claims against Licensors or its agents, employees, and invitees for any loss of or damage to personal property or for any injury sustained in or about the Parking Spaces arising from Licensors' failure to keep such premises in repair, unless such damage shall be the result of Licensors' (or its agents' servants' or employees') gross negligence. Licensee waives any and all claims against Licensors for any damage arising out of injury derived through the Parking Spaces.

15. **As-Is Condition.** Licensee accepts the Parking Spaces in its "as-is" condition in all respects. Licensee hereby acknowledges that neither Licensors nor its agents,

servants or employees have made any representation or warranty to Licensee that the Parking Spaces is suitable for Licensee's use.

16. **Responsibility to Maintain.** Licenser shall only be responsible for ordinary maintenance of the Licenser's parking spaces based on Licenser's customary use of the spaces. Licensee shall be responsible for cleaning and inspecting Licensee's portion of the parking spaces daily Monday through Saturday. Licensee shall also be responsible for maintenance and repair of wear and tear on the parking spaces in excess of that experienced by Licenser for church use of the property. If Licensee fails to clean and perform additional repairs and maintenance of Licensee's portion of the parking spaces. Licenser may have such cleaning, maintenance and repairs performed and charge the cost of such cleaning, maintenance, and repair to Licensee as additional rent.

17. **Mutual Agreement.** The parties hereto acknowledge that this is a fair and reasonable agreement or not the result of any duress, coercion or undue influence exercised by either party upon the other or by any other persons upon either; that each party understands its respective rights and obligations hereunder and all relevant facts and obligations hereunder and all relevant facts surrounding this matter; and that each party clearly understands and assents to all provisions of this Agreement and has signed this Agreement freely and voluntarily upon the advice of respective counsel, or has knowingly waived representation by counsel.

18. **Binding Agreement.** The provisions of this Agreement shall bind and benefit the parties hereto and their respective heirs, distributes, executors, administrators, legal representatives, successors, and assigns, except as otherwise provided in this Agreement.

19. **Agreement Supersedes Others.** This License Agreement supersedes any and all prior agreements between the parties.

20. **Execution and Originals.** This instrument may be executed in any number of counterparts, including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The

parties may execute different counterparts of this instrument, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

21. **Notices.** Notice may be provided to the Licensors and Licensee at the addresses provided herein above. Emergency notice may be provided to Licensee at Licensee's location The Clermont Investments LLC and/ or assigns. Emergency notice may be provided to the Licensors at Ward Chapel AME Church 160 South Pennsylvania Avenue Winter Park, FL 32789.

22. **Applicable Law.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. If either party institutes legal suit or action for enforcement of any obligation contained herein, venue shall be in Orange County, Florida. The prevailing party in any litigation to enforce the terms of this agreement or to recover damages for breach of this agreement shall also be awarded attorney fees and litigation costs.

IN WITNESS WHEREOF, Licensors and Licensee have respectively signed this Agreement on the day and year first above written.

Licensors:

Arnold A. Parker Pastor signature

Arnold A. Parker printed name

1/27/2025 Date

Ward Chapel African Methodist Episcopal Church
160 S Pennsylvania Ave Winter Park FL, 32789

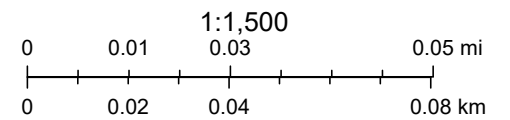
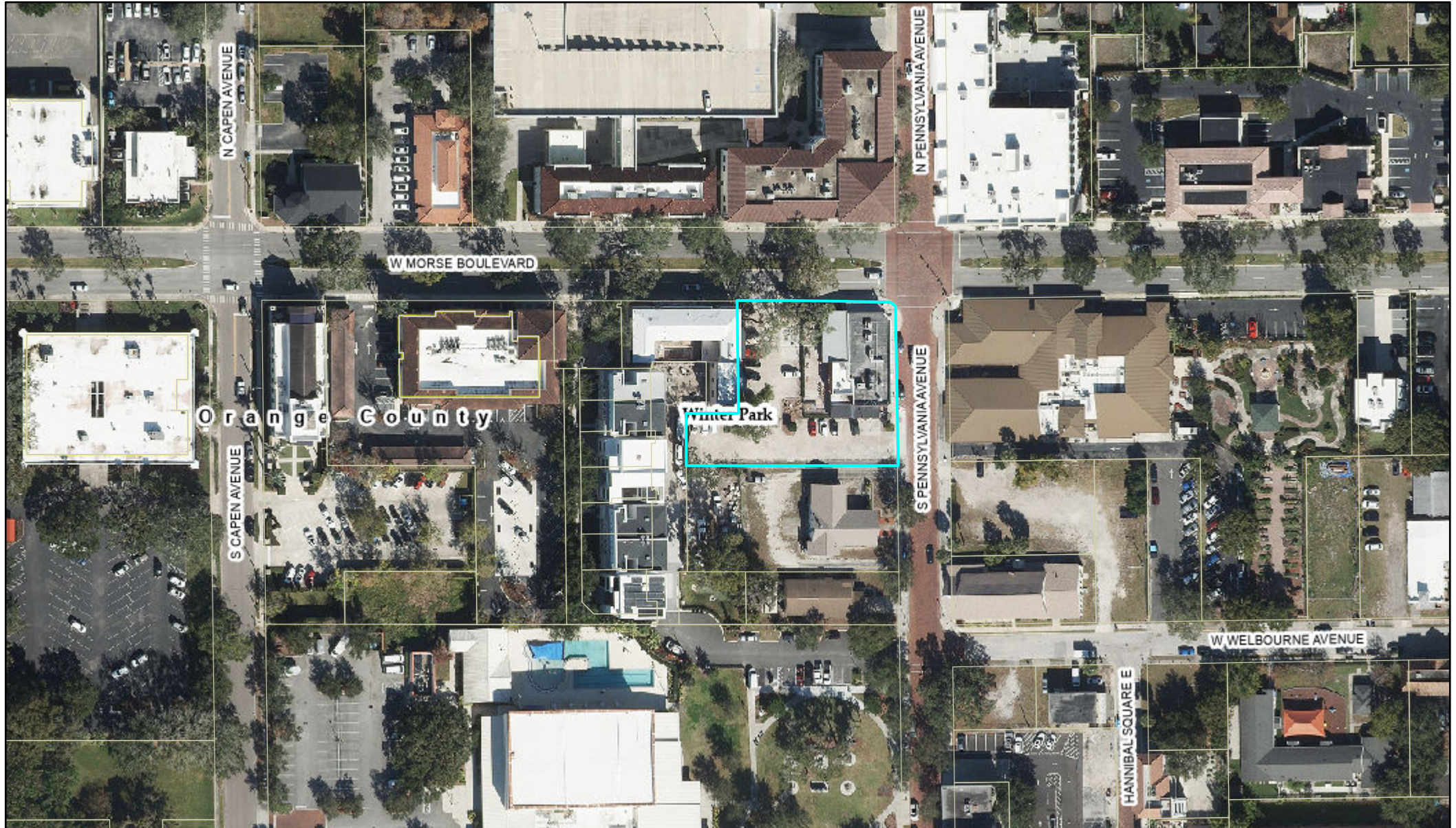
Licensee:

Rami P. Puri signature

Trustees

Pam Bayk
Timothy Salter

Location Map - 610 W Morse Blvd





Planning & Zoning Board

agenda item

item type

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

meeting date

February 6, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

subject

Request of McCraney Property Company for: Conditional Use approval under the provisions of the Orange Avenue Overlay in order to build a new 3-story, 29,500-square-foot office building on the vacant 1.88 acres located at 1100 Orange Avenue.

motion | recommendation

Overall, this project is requesting several waivers and is inconsistent with the green space easement requirements and Priority #6 on the Roadway Reconfiguration and Streetscape Projects list within the Transportation Master Plan. Staff feels that these inconsistencies can be remedied with a revised site plan, and therefore the staff recommendation is to table this item until a revised site plan is produced.

background

The McCraney Property Company is requesting Conditional Use approval under the provisions of the Orange Avenue Overlay (OAO) in order to build a new 3-story, 29,500-square-foot office building on the vacant 1.88 acres located at 1100 Orange Avenue. This property is within Subarea I of the OAO. The applicant is requesting several waivers as part of this Conditional Use, as well as a request to vacate a deed restriction green space easement that is to the benefit of the city.

Request to Vacate Green Space Easement

As mentioned, the applicant is requesting to vacate a green space easement that is to the benefit of the city. This is an 11,035 square foot "permanent and perpetual" easement located at the southern tip of this property adjacent to Denning Drive. This deed restriction easement prohibits "any vertical improvements, parking areas or paved areas of any kind within any portion of the green space".

In June 2008, Florida Power Corp. sold this property at 1100 Orange Avenue plus the property at 1150 Orange Avenue (where Seven Oaks Park will be), to Progress Point LLC. Progress Point LLC planned to undertake a commercial/residential mixed-use project on both properties. However, in September 2009, Progress Point LLC sold this subject property at 1100 Orange

Avenue to American Momentum Bank. At that time, Progress Point LLC reserved to themselves and any future owners of 1150 Orange Avenue (now the city) the aforementioned green space deed restriction easement. That document includes reference to a specific landscape plan "prepared by the Avid Group" for conversion of this property to a green space or park like area, a copy of this easement and landscape plan is attached. It was a deed restriction condition of the property sale that a green space be constructed in this easement area per the reference to a specific landscape plan and the prohibition on any buildings or paved areas.

Unfortunately, the real estate recession occurred at that time and American Momentum Bank never redeveloped the property. Otherwise the green space park would exist today and there would be no discussion about vacating this green space park easement. Then in 2018, American Momentum Bank sold the property to Bank of the Ozarks. Again, the Bank of the Ozarks was bound by the green space easement, but Bank of the Ozarks never redeveloped the property and therefore also never constructed the green space according to the plans. There does not appear to be sufficient rationale for the city to now vacate this green space park easement that was anticipated to be constructed in 2008.

The effect of maintaining this green space easement is to render the rest of the Conditional Use request moot. Conditional Uses are site plan specific meaning that the exact site plan is not be approvable then the Conditional Use cannot be approved. If it is the recommendation of the P&Z Board to keep the easement, the applicant would need to withdraw this request and redesign the project on the remaining 1.63 acres.

The applicant offered a revised site plan following their application to vacate the entire easement area (attached) that maintains a majority of the green space easement, but includes a driveway access onto the property from Denning Drive and a few parking spaces in the easement, essentially maintaining the same pavement that exists today. It is important to note that the reason why the pavement areas are currently located within the easement today is because the property was never redeveloped following the recording of the easement and the production of the landscape plans.

The applicant has stated that they feel this revised site plan is consistent with the green space easement since Exhibit D of the easement states that due to contamination on the site that the contaminated area within the green space easement can be covered with two feet of clean soil or a non-pervious material such as asphalt or concrete. However, it is staff's opinion that this revised site plan still violates the green space easement language that prohibits "any vertical improvements, parking areas or paved areas of any kind within any portion of the green space without Progress Point's (now the city) prior written consent". The city does not have to honor the pavement that exists today.

Staff offered a compromise to the applicant to trade the green space easement for an easement at the Denning Drive and Minnesota intersection for a potential future roundabout. The applicant has stated that they are not in favor of this compromise due to the impacts to their building. As part of the creation of the OAO, the city spent a considerable amount of money on traffic studies for Orange Avenue, which concluded that a roundabout at this intersection would be beneficial and solve a lot of the traffic issues at this intersection. This

roundabout is also listed in the city's Transportation Master Plan that was adopted in 2023 as Priority #6 on the Roadway Reconfiguration and Streetscape Projects list. Once this building is built at the proposed location, it would likely mean that a roundabout would then not be possible at this intersection. As evident from the aerial, the northwest corner of this property is the "pinch-point" of the circle needed for the roundabout. Staff feels that not providing the 31 to 35 feet of width needed at the corner of the property at this intersection, which equates to 2,500 square feet of area is inconsistent with the priorities of the Transportation Master Plan that was adopted by the Commission in 2023, and is therefore in conflict with the Comprehensive Plan that states our objective is to adopt a Transportation Master Plan that promotes and supports the broad transportation needs of the community.

Conditional Use Request

The subject property is located adjacent to Seven Oaks Park, at the southeast intersection of Orange Avenue, Minnesota Avenue, and Denning Drive. The proposed 29,500-square-foot, 3-story building will have a Floor Area Ratio (FAR) of 36.2% which is less than the base 45% FAR allowed by Subarea I. The project is meeting all of the sidewalk upgrade requirements in the OAO which are to provide a 20-foot setback along Denning to allow the continuance of the multi-use trail and a ten-foot-wide sidewalk and a five-foot buffer from the back of curb on Minnesota Avenue. The stormwater requirements are being met for this property via underground exfiltration under the parking areas and two small dry detention ponds at the northeast and southwest corners of the site.

The OAO requires one parking space per 333 square feet of building for an office building, which for this project equates to 89 parking spaces. The project is exceeding the requirement by providing 105 parking spaces. The alternate site plan provided by the applicant also exceeds the parking requirement by providing 94 spaces.

There are three oak trees along Minnesota and two along Denning Drive that are near the edges of the ponds that the applicant is preserving. The tree along Minnesota near the parking spaces does not have enough of a clear zone around the root system to survive as shown, staff is recommending that the parking space adjacent to the tree be removed in order to give the tree more room to thrive. There is also another 16-inch oak within the green space easement that the applicant is proposing to remove, staff recommends preserving this tree since it is within the green space easement.

In terms of height, the project is within the maximum three-story height permitted in Subarea I, and is conforming to the floor to ceiling requirements as part of the general OAO requirements. There is a waiver requested for the screen wall height to hide the rooftop mechanical equipment from the public rights-of-way. The code states that the maximum height for mechanical equipment is six feet, and the project requesting a waiver to go to 12 feet. However, the OAO code states that the Building Official shall have the ability to give an administrative waiver to this requirement based on life-safety or equipment needs. Since this waiver stems from equipment needs, and not a life-safety issue, this waiver was discussed at the OAO Architectural Review Board, and the Board did not have any issue with this request after reviewing the site line analysis (attached) which shows that the screening for the equipment will not be seen unless someone is 175 feet away on Denning Drive and 103 feet

away on Minnesota Avenue.

One of the waivers being requested is to not adhere to the requirement that Subarea I shall contain at least 25 percent of the cumulative gross floor area as mixed-use, which equates to 7,375 square feet. This requirement is to ensure that no single-use developments occur within certain Subareas of the OAO. As proposed, this building will be all utilized as office space. Staff is not in favor of this waiver since the intent of the OAO is to create a vibrant mixed-use district, and the larger Subarea properties like this one set a precedent for the rest of the OAO. Furthermore, there was previously a desire to activate Seven Oaks Park with some commercial space within the park, but in order to gain more open/green space this desire has not come to fruition. With this property being adjacent to Seven Oaks and the orientation of the building facing the park, the mixed-use nature of the property could help activate the park.

Architectural Review

The OAO requires that all projects that require Conditional Use approval undergo appearance review by the OAO Architectural Review Board. The project went before the OAO Board on January 17th and received a positive recommendation of the waivers they are requesting related to architecture outlined below, with some suggestions to the architecture and the landscaping at the prominent corner of this site at the Denning Drive and Minnesota intersection.

Waivers:

- Third Floor Step Back – Within the OAO, a 10-foot additional setback is required for any more than two stories. The proposal is providing a three-story continual glass feature that maintains the same first floor setback all the way up and supporting structures within the setback.
- Third Floor Overhang – The Code allows roof overhangs to encroach 3.5 feet into the required setback (30 feet and 25 feet to each street front for the third floor). The proposal includes an overhang that encroaches out 11 feet to just beyond the walls of the lower floors.
- Articulation – Elevations do not conform to the requirement to provide articulation offset four feet, material change, window, entryway or other breakup of the building façade at least every 30 feet, both vertically and horizontally.
- Screen wall Height – 59 feet is requested where 53 feet is the max allowed to hide the 12-foot-tall mechanical equipment from the right-of-way, subject to Building Official approval.

Recommendations:

- That the eyebrow awning be carried along the blank wall on the east side of the building and be made out of the same wood material as the roof overhang.
- That wood elements be added to the awnings as well as the projections inward along the first floor.
- That vertical wood elements be added to create wood-like structural columns to the glass feature.

- That oak trees rather than palm trees be used along the prominent corner, along Minnesota and Denning Avenues.

Meaningful Open Space

The OAO code requires that projects of this size provide at least 25% of the site as meaningful open space. The project is proposing to meet this requirement by providing 27.5% of the site as meaningful open space. The code language related to meaningful open space is provided below for reference. The applicant has provided examples of how they are making these areas meaningful, and are proposing palm trees within the larger open space areas to the east of the building. The applicant has provided a shade analysis to attempt to show that palm trees provide as much shade as a shade tree. Staff does not feel that the analysis provided is an accurate representation of what the shade conditions a palm tree will provide during the middle of the day when people could be outside in the open space areas. Staff is recommending that the palm trees be replaced with oak trees or another shade tree to provide more shade and comfort to the open space areas. This was also brought up at the OAO Board, and the Board preferred oak/shade trees over palm trees. Staff recommends that if the Conditional Use is approved, that there be a condition that the palm trees within the open space area to the east of the building be replaced with oak trees (or another shade tree approved by Urban Forestry) and that the palm trees at the prominent corner, along Minnesota and Denning Avenues be replaced with oak trees (or another shade tree approved by Urban Forestry).

Meaningful open space requirements. It is the intent of the OAO to ensure that the development and enhancement of properties includes the creation of meaningful, useable, accessible, green and beautiful open space that invites the public to relax, interact, recreate, unwind and stimulate social connection. Where properties are planned for redevelopment, meaningful open space and the design of structures around these open spaces is the most important consideration. At a minimum, each property one and one-half acres in size and above, or any project covering one and one-half acres, that is redeveloped shall provide at least 25 percent meaningful open space, which is predominately visible from public rights-of-way, open to and available to the public. At least 50 percent of open-space areas provided shall be greenspace. Pervious areas such as retention ponds, parking lot islands or landscape planting areas around building bases shall not be counted as open space. Existing park space shall not count towards open space requirements. Open space shall be areas that are open and inviting to the public. Open space can include green areas, hardscape areas, semi-pervious areas, balcony or roof areas that are open to the public and other similar-type spaces. At least 90 percent of the open space shall be provided at ground level. The intent is that each of these areas create the opportunity for social interaction, relaxation, recreation and reflection.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. McCraney-Winter Park Office-Revised CUP Submittal 1-9-24
2. McCraney Office Building CUP Submittal Addendum - Easement Area Overlay - 01-12-24
3. McCraney - Alternate Site Plan 1-30-24
4. Green Space Easement Landscape Plans
5. Green Space Easement Doc
6. Updated RAB Concept_Orange at Denning



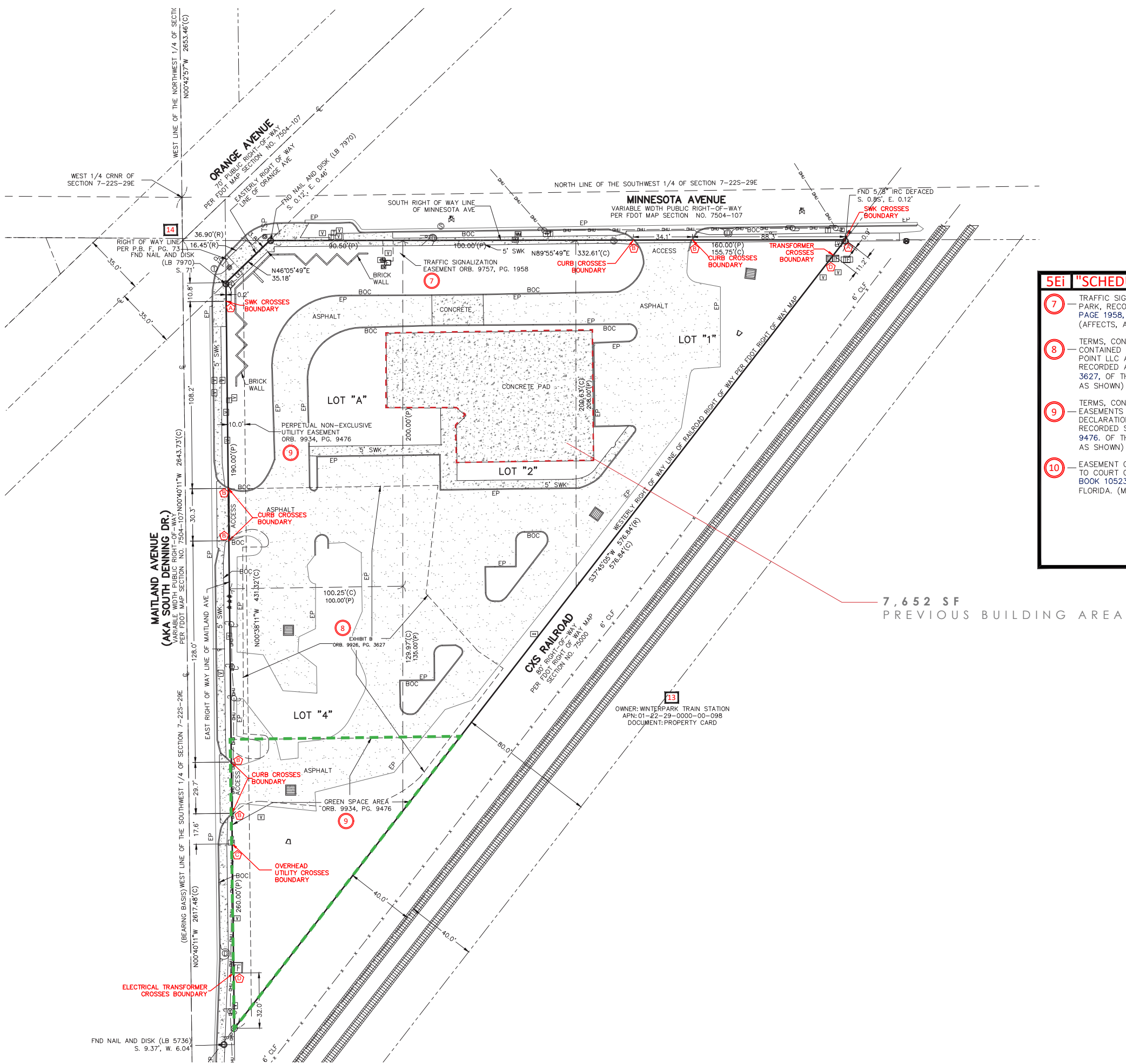
McCRANEY OFFICE BUILDING

winter park, fl

C-23186.00

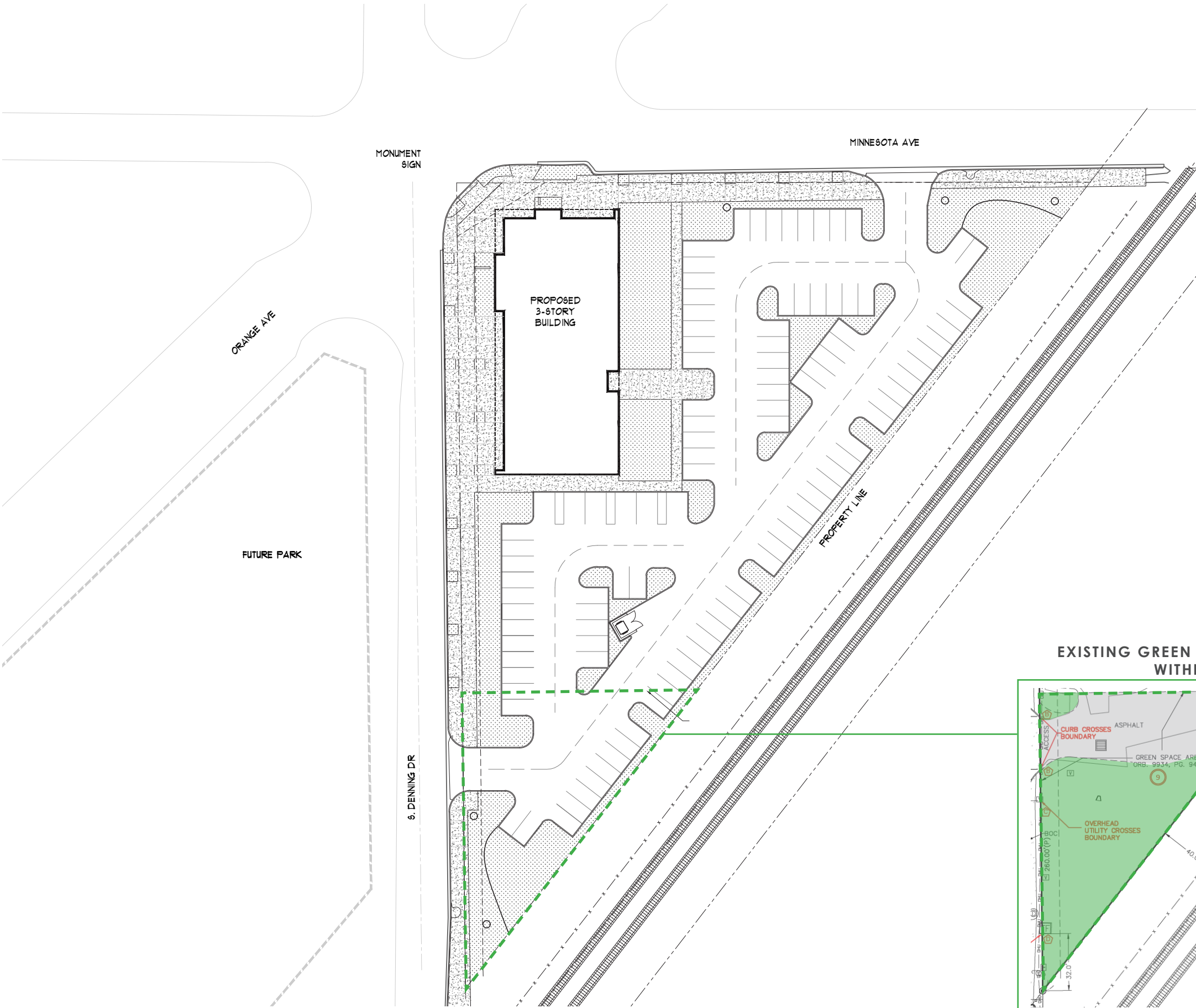
01.09.2024

REVISED CONDITIONAL USE PERMIT SUBMITTAL

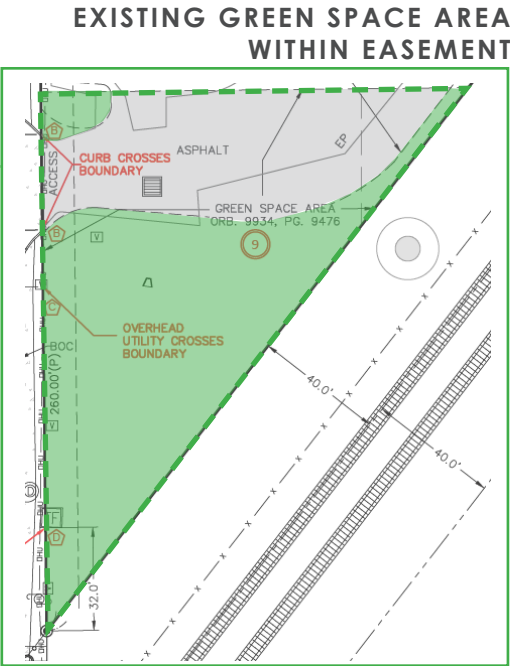


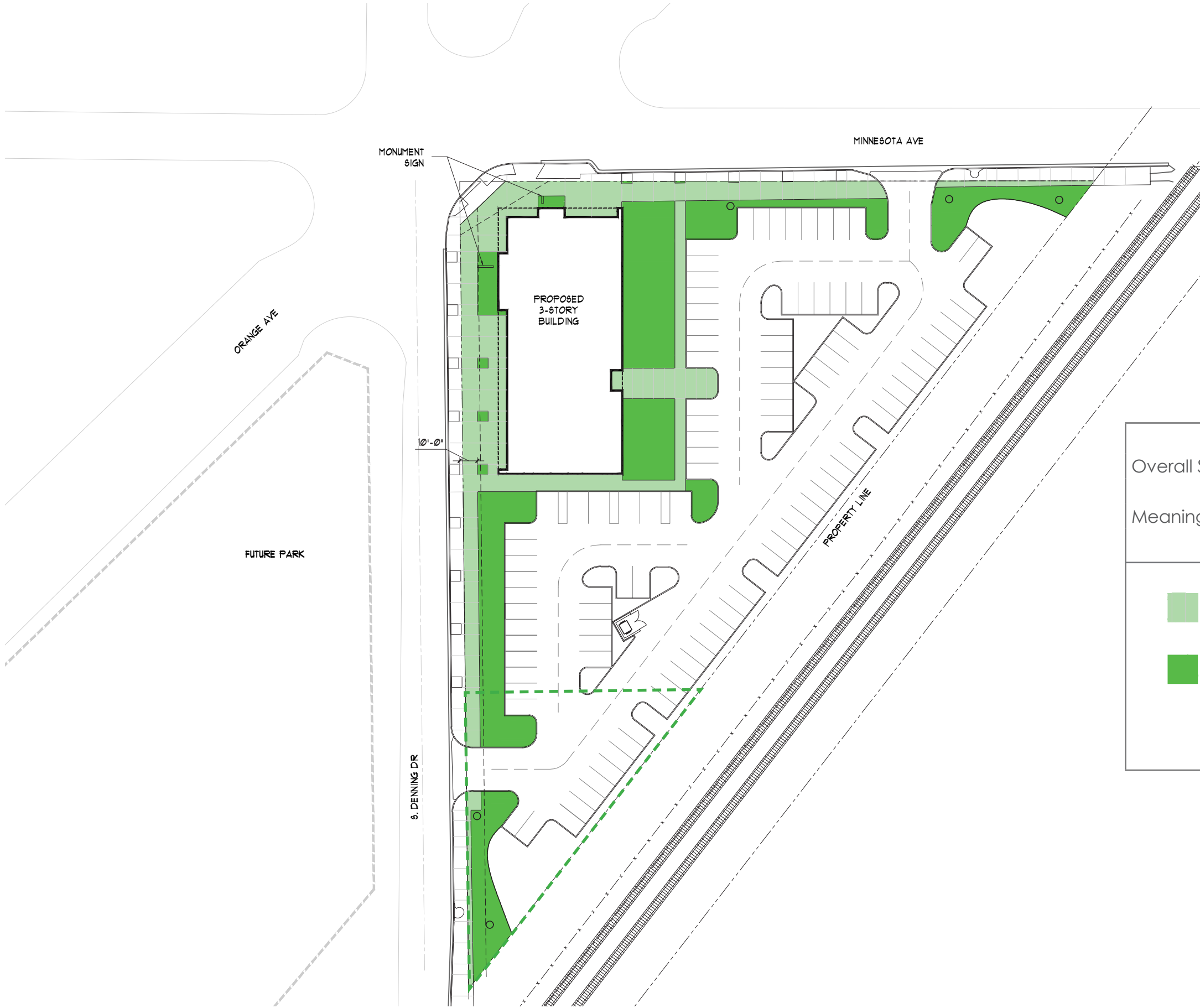
5Ei "SCHEDULE B - SECTION 2" ITEMS	
7	TRAFFIC SIGNALIZATION EASEMENT, IN FAVOR OF THE CITY OF WINTER PARK, RECORDED SEPTEMBER 10, 2008, INOFFICIAL RECORDS BOOK 9757, PAGE 1958, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (AFFECTS, AS SHOWN)
8	TERMS, CONDITIONS, DECLARATIONS, RESTRICTIONS AND COVENANTS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANT BY PROGRESS POINT LLC AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RECORDED AUGUST 31, 2009, IN OFFICIAL RECORDS BOOK 9926, PAGE 3627, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.(AFFECTS, AS SHOWN)
9	TERMS, CONDITIONS, DECLARATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS CONTAINED IN THE DECLARATION OF CONDOMINIUM OF DECLARATION OF EASEMENTS AND RESTRICTIONS, BY AMERICAN MOMENTUM, RECORDED SEPTEMBER 16, 2009, IN OFFICIAL RECORDS BOOK 9934, PAGE 9476, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.(AFFECTS, AS SHOWN)
10	EASEMENT GRANTED TO SPRINT COMMUNICATIONS,L.P., ET AL., PURSUANT TO COURT ORDER, RECORDED FEBRUARY 15, 2013, IN OFFICIAL RECORDS BOOK 10523, PAGE 3198, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (MAY OR MAY NOT AFFECT, NO PLOTTABLE MATTERS)





SITE DATA	
Zoning	O-1
Site Area	+/- 1.86 Acres
Proposed Building	29,500 sf
Building Height	3 Floors
Floor Plate	10,500 sf
FAR Provided	29,500 sf (36.2%)
Allowed (Base)	36,850 sf (45%)
Parking Provided	106 Cars
Parking Ratio	3.66 Cars / 1000 sf
Allowed	3 Cars / 1000 sf
Open Green Space	20,955 sf (25.6%)





SITE DATA	
Overall Site Area	81,304 sf
Meaningful Open Space	22,377 sf (27.5% of Overall Site)
Meaningful Open Space (Hardscape) 10,530 sf (47.1%) Meaningful Open Space (Green Space) 11,847 sf (52.9%)	

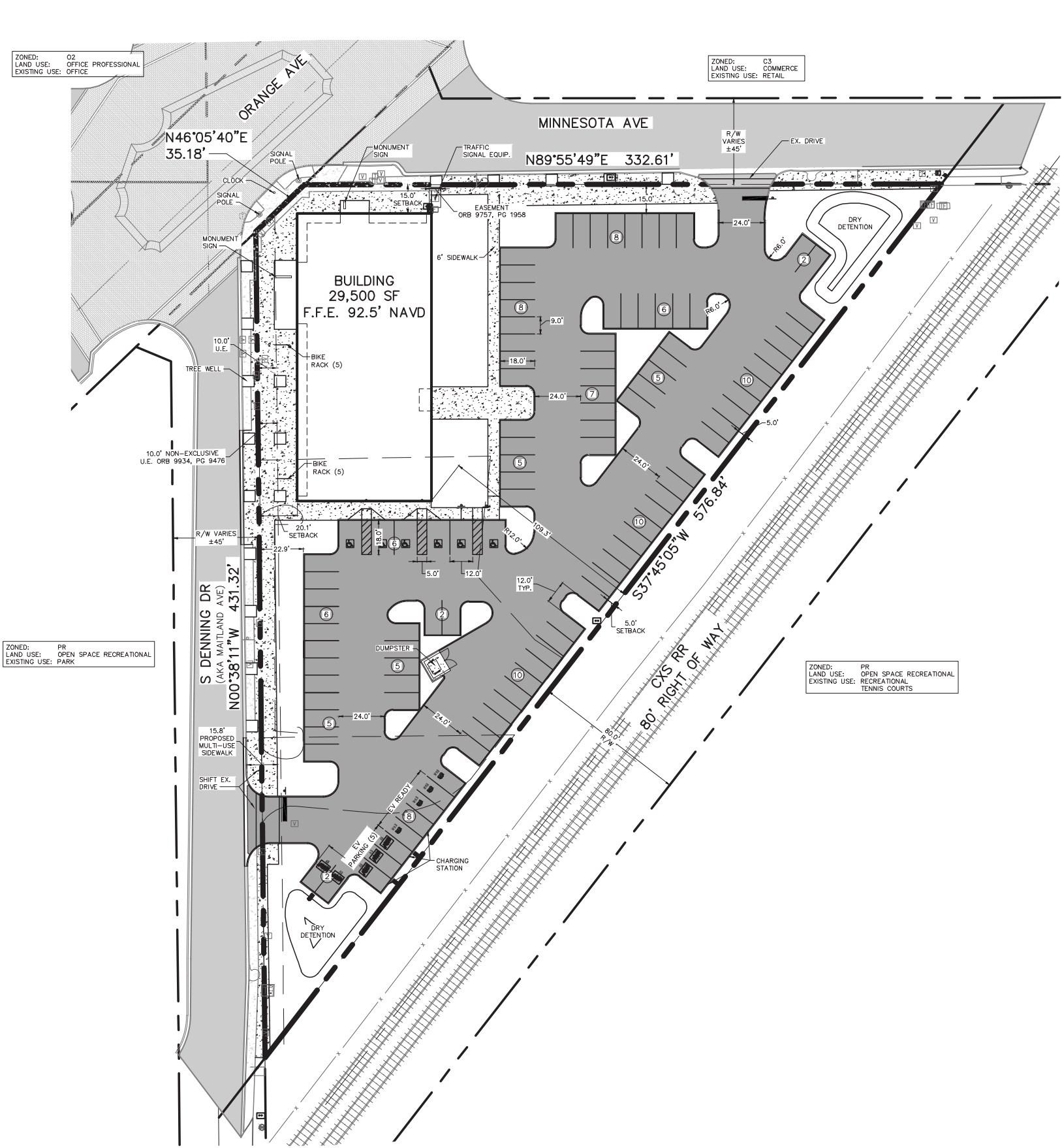
PROPERTY COMPANY
ANGE AVE., SUITE 1190
FL 32801
0701
MCCRANEYPROPERTY.COM

ECT
RADY ARCHITECTS
RLAND AVE., SUITE 1100
FL 32801
0886
JNTONBRADY.COM

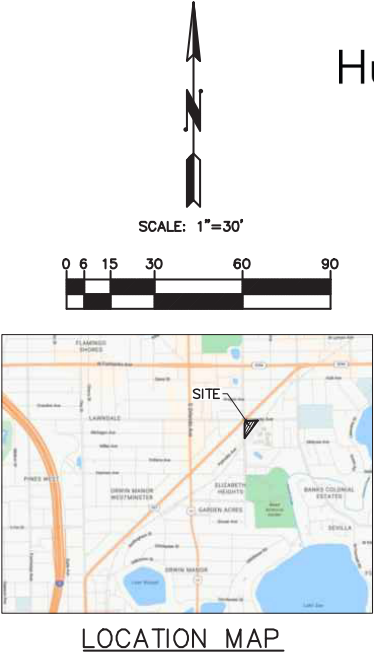
CAPE ARCHITECT
GN
ANGE AVE., SUITE 200
FL 32801
7800
DESIGN.COM

SURVEYOR
AMERICAN SURVEYING & MAPPING, INC.
221 CIRCLE DRIVE
MAITLAND, FL 32751
407-426-7979
INFO@ASMCORPORATE.COM

ENGINEER
SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD
NORTH PALM BEACH, FL 33408
561-596-0562
MSMILEY@SMILEY-ASSOCIATES.COM



LEGAL DESCRIPTION:
LOTS A, 1, 2 AND 4, BEING ALL OF BLOCK 101
OF OVERSTREETS TURPENTINE CO'S REVISED
DIVISION, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK F, PAGE 73 OF THE
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,
LESS ROAD RIGHT-OF-WAY FOR ORANGE
AVENUE (S.R. 426, A 70' RIGHT OF WAY)



TABULAR DATA

NAME OF APPLICATION:	MCCRANEY WINTER PARK OFFICE BUILDING
OWNER:	MPC
APPLICATION NO.:	XXXXX
EXISTING USE:	BANK SITE
PROPOSED USE:	OFFICE
FUTURE USE:	OFFICE PROFESSIONAL
ZONING:	O1
OVERLAY DISTRICT:	OAO
SECTION/TOWNSHIP/RANGE:	S7/T22S/R30E
PARCEL ID:	07 22 30 6512 99 010
GROSS SITE AREA:	81,304 SF 1.866 AC.
GROSS FLOOR AREA:	29,500 SF 0.677 AC.
GREEN SPACE AREA:	21,881 SF 25.7% OF OVERALL AREA
MEANINGFUL OPEN SPACE AREA:	22,377 SF 27.5% OF OVERALL AREA
MEANINGFUL GREEN SPACE:	11,847 SF 52.9% OF M.O.S.
IMPERVIOUS SURFACE AREA:	59,423 SF 73.96%
PERVIOUS SURFACE AREA:	21,881 SF 25.68%
STORIES:	3
BUILDING FOOTPRINT:	10,500 SF
FAR:	45% MAX. 36.3% PROP.

PARKING CALCULATION:			
BUILDING SF (29,500 SF)			
OFFICE: 1 SPACE PER 333 SF:			
29,500 SF / 333 =		89	
TOTAL REQUIRED =		89	
TOTAL PROVIDED =		105	
HANDICAP (12'X18')		6 (5 REQ.)	
EV PARKING 1/20 REQ. =		5	
EV EQUIPPED SPACES 10% REQ. =		10	
BIKE PARKING	REQ.	10	PROP. 10

McCRANEY WINTER PARK
OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

SITE PLAN

SP

SHEET TYPE

SHEET 1 OF 1

JOB # 23-007

THIS PLAN HAS BEEN DIGITALLY SIGNED AND SEALED BY SMILEY & ASSOCIATES, INC. ON THE DATE INDICATED
TO THE SEAL, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS THE SIGNATURE MUST BE VIEWED ON ANY ELECTRONIC DEVICE

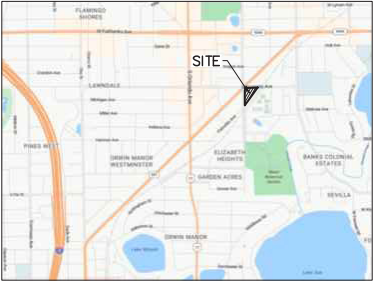
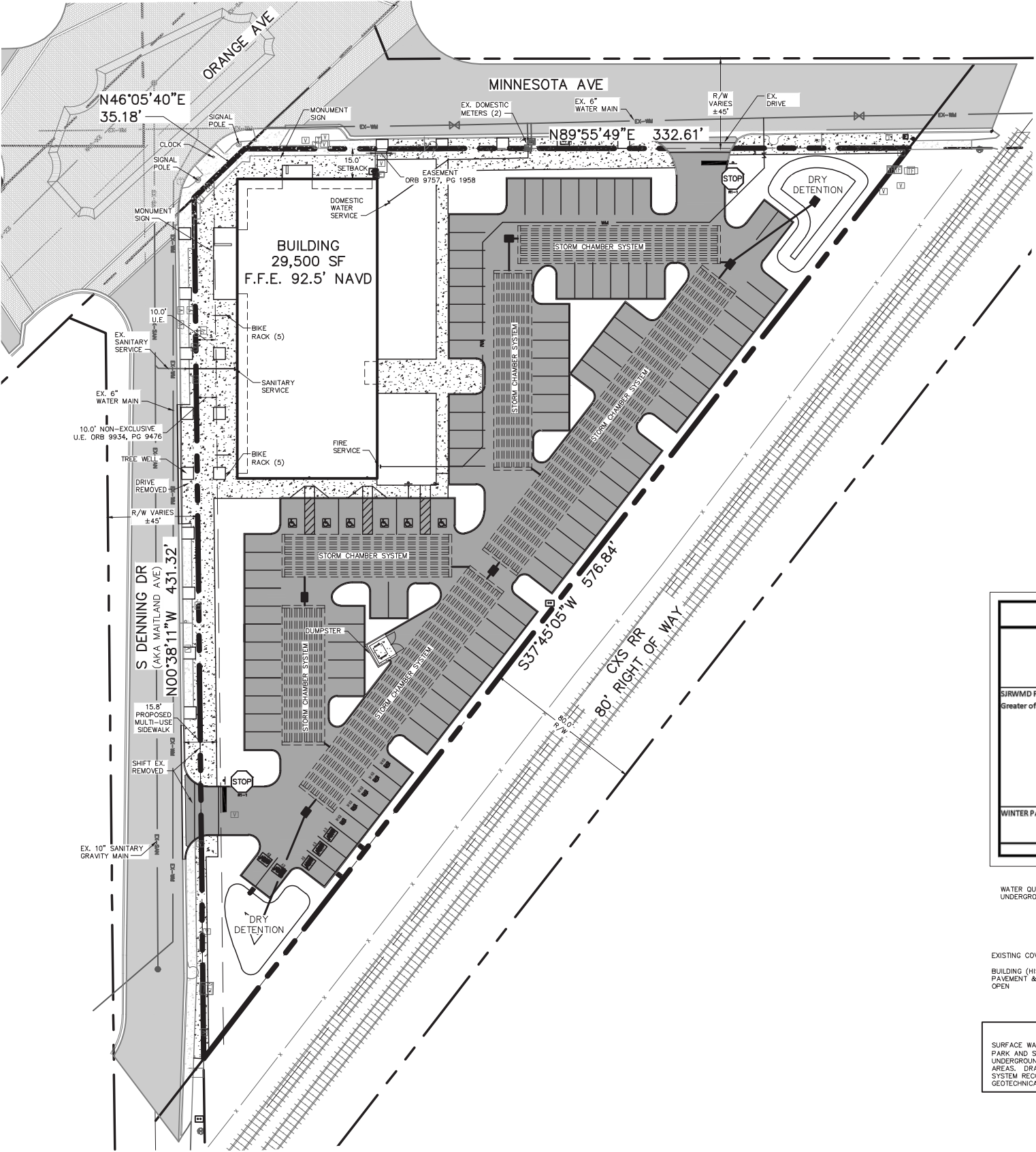
DIGITAL SEAL DATE 1/9/24

SMILEY &
ASSOCIATES, INC.
624 KINGFISH ROAD, NORTH PALM BEACH, FLORIDA 33408
561-596-0562 • msmiley@smiley-associates.com
www.smiley-associates.com
FB # 8613

DET	DET
DSG	MS
CHK	MS
CADDWG CAD	

REV. DESCRIPTION APRV DATE

REVISION NOTES



LOCATION MAP

DRY RETENTION WATER QUALITY CALCULATIONS			
PROPOSED SITE			
	SF	AC	%
TOTAL IMPERVIOUS AREA	59,423	1.364	79.1%
TOTAL PERVIOUS AREA	21,881	0.502	26.9%
TOTAL TREATMENT AREA	81,304	1.866	100.0%
SJRWMD REQUIREMENTS			
Greater of:			
0.5 IN. OVER SITE	3,388 CF		0.078 AF
0.5 IN. OVER SITE*	3,388 CF		0.078 AF
			0.156
1.25 IN OVER IMPERVIOUS	6,264 CF		0.144 AF
0.5 IN OVER SITE	3,388 CF		0.078 AF
			0.222
WINTER PARK REQUIREMENTS			
2 IN OVER IMPERVIOUS	10,022 CF		0.230 AF
WP GOVERNS			0.23 AF

WATER QUALITY AND QUANTITY TO BE RETAINED IN DRY RETENTION AREAS AND UNDERGROUND CHAMBER SYSTEM. SIZES TO BE COMPUTED DURING PERMIT PHASE.

LAND USE TABLE					
SITE 81,304 SF					
EXISTING COVERAGE			PROPOSED COVERAGE		
BUILDING (HIST)	8,276 SF	10.18%	BUILDING	10,500 SF	12.91%
PAVEMENT & SW	40,946 SF	50.36%	PAVT & SW	48,923 SF	60.18%
OPEN	32,234 SF	39.66%	OPEN	21,881 SF	26.91%

SURFACE WATER MANAGEMENT SYSTEM NARRATIVE

SURFACE WATER MANAGEMENT SHALL BE SIZED TO MEET BOTH THE CITY OF WINTER PARK AND ST. JOHN'S WATER MANAGEMENT DISTRICT REQUIREMENTS. APPROVED UNDERGROUND CHAMBER SYSTEM SHALL BE UTILIZED ALONG WITH DRY RETENTION AREAS. DRAINAGE ROUTINGS SHALL BE PROVIDED AT TIME OF PERMIT TO VERIFY SYSTEM RECOVERY UTILIZING HYDRAULIC CONDUCTIVITY RATES FROM THE GEOTECHNICAL REPORT.

McCRANEY WINTER PARK
OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

PRELIMINARY ENGINEERING PLAN

PE
SHEET TYPE
SHEET 1 OF 1
JOB # 23-007

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DIGITAL SEAL DATE 1/9/24

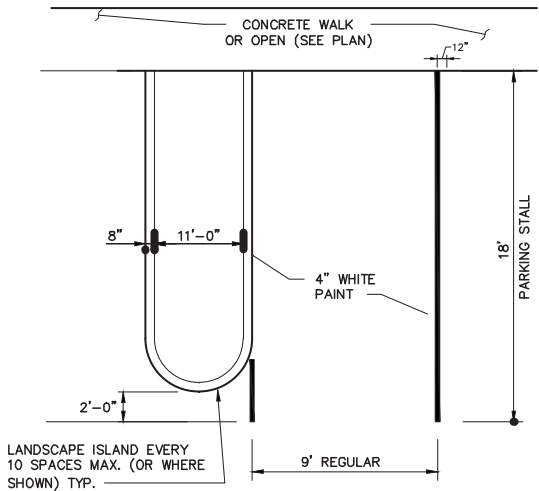
SMILEY &
ASSOCIATES, INC.

624 KINGFISH ROAD, NORTH PALM BEACH, FLORIDA 33408
561-596-0562 • msmiley@smiley-associates.com
www.smiley-associates.com
EIT # 8613

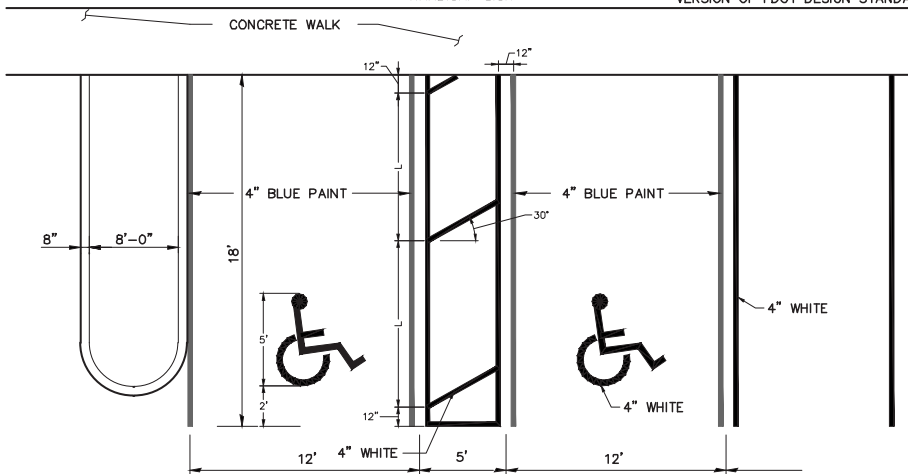
DET	DET
DSG	MS
CHK	MS
CADDWG CAD	

REV. DESCRIPTION APRV DATE

REVISION NOTES

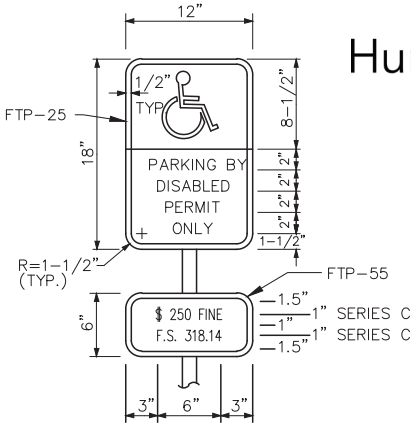


TYPICAL PARKING STALL
WITH SIDEWALK OR LANDSCAPE
SCALE: NTS



HANDICAP PARKING STALL
SCALE: NTS

NOTE:
HANDICAP SIGN
FTP-20-06 ON ROUND ALUMINUM POST
IN ACCORDANCE WITH MOST RECENT
VERSION OF FDOT DESIGN STANDARDS



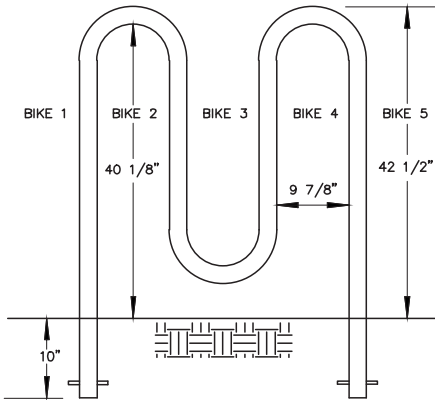
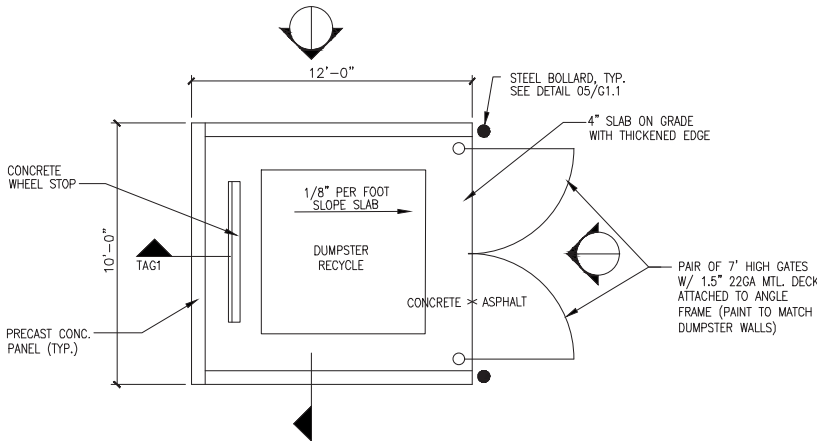
Notes: Sign FTP-20-04

- All letters are 1" Series "C".
- Top portion of sign shall have a reflectorized blue background with white reflectorized legend & border.
- Bottom portion of sign shall have a reflectorized white background with black opaque legend & border.

Notes: Sign FTP-22-04

- All letters are 1" Series "C".
- Background white, legend and border black.

HANDICAP SIGN
SCALE: NONE



SECTION
BICYCLE PARKING RACK
SCALE: NONE

BICYCLE PARKING RACK SPECIFICATIONS:

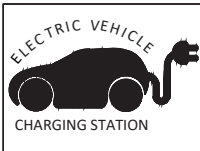
RACK SHALL BE A MINIMUM OF 42" HIGH TO PROVIDE PROPER CLEARANCE FOR PARKED BICYCLES. GALVANIZED VERSION: RACK SHALL BE CONSTRUCTED OF ASTM A53 2" SCHEDULE 40 STEEL PIPE (2-3/8" O.D. X .154 WALL).

THE PARKING RACK SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. RACK SHALL BE HAND FILED TO REMOVE GALVANIZING FLASH.



EV-R

EV-READY PARKING SPACE
PROVIDE CONDUIT TO PARKING
SPACES FOR FUTURE EV
PARKING DEMAND



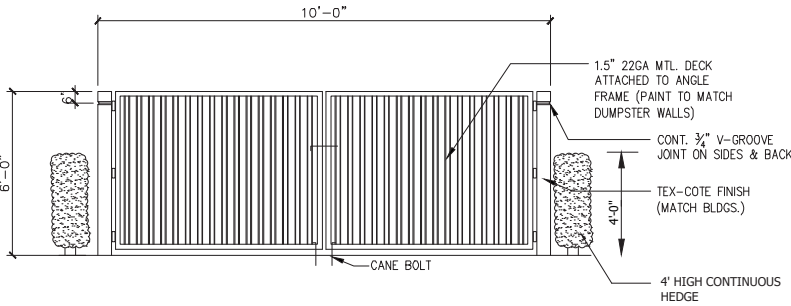
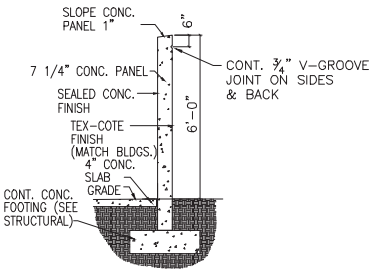
EV

EV PARKING SPACE
SPACE EQUIPPED WITH
CHARGING STATION



EV CHARGING STATION

EV DESIGNATIONS
SCALE: NTS



McCRANEY WINTER PARK
OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

REGULATING PLAN

RP

SHEET TYPE

SHEET 1 OF 1

JOB # 23-007

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SMILEY & ASSOCIATES, INC. ON THE DATE INDICATED
TO THE SEAL, THE SIGNATURE OF THE SEALING OFFICIAL AND THE SEALING OFFICIAL'S NAME AND TITLE
AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DIGITAL SEAL DATE 1/9/24



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561-596-0562 • ms@smiley-associates.com
www.smiley-associates.com
EB # 8613

DRY	DRY
DSG	MS
CHK	MS
CADDWG CAD	

REV. DESCRIPTION APRV. DATE

TREE PLANTING SCHEDULE						
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE / ROOT BALL / CONTAINER	CALIPER	COMMENTS
CANOPY TREES						
EXISTING TREE	6					EXISTING TREE
QUE VIR-1	16	QUERCUS VIRGINIANA 'CATHEDRAL'	CATHEDRAL LIVE OAK	12' HGT. MIN. X 6' SPD. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL PLANT / SEE DETAILS
EVERGREEN TREES						
TAX DIS-1	18	TAXODIUM DISTICHUM	BALD CYPRESS	16' HGT. MIN. X 8' SPD. MIN. / 45 GAL. CONT. MIN.	3" CAL. MIN.	FULL TO GROUND / SEE DETAILS
ACCENT TREES						
CAS FIS	2	CASSIA FISTULA	CASSIA TREE	10' HGT. MIN. X 4' SPD. MIN. / FIELD GROWN	1-1/2" CAL. MIN.	FULL PLANT / SEE DETAILS
ELA DEC	16	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	10' HGT. MIN. X 5' SPD. MIN. / 65 GAL. CONT. MIN.	2" CAL. MIN.	FULL TO GROUND / SEE DETAILS
LIV CHI	13	LIVISTONA CHINENSIS	FRINGE TREE	12' HGT. MIN. X 6' SPD. MIN. / 6' C.T. MIN. / 65 GAL. CONT. MIN.	2" CAL. MIN.	FULL PLANT / SINGLE STRAIGHT TRUNK / SEE DETAILS
PALM TREES						
PHO SYL	16	PHOENIX SYLVESTRIS	WILD DATE PALM	20' O.A. MIN. / SEE PLANS FOR C.T. HGT. / FIELD GROWN	SINGLE TRUNK	FULL PLANT / SINGLE TRUNK / SEE DETAILS

CANOPY TREES



QUE VIR -1
LIVE OAK
QUERCUS VIRGINIANA
"CATHEDRAL"

EVERGREEN TREE



TAX DIS-1
BALD CYPRESS
TAXODIUM DISTICHUM

ACCENT TREES



CAS FIS
CASSIA TREE
CASSIA FISTULA



ELA DEC
JAPANESE BLUEBERRY
ELAEOCARPUS DECIPIENS



LIV CHI
FRINGE TREE
LIVISTONA CHINENSIS



TAB CHR
GOLDEN TRUMPET TREE
TABEBUIA CHRYSOTRICHIA

PALMS



PHO SYL
WILD DATE PALM
PHOENIX SYLVESTRIS



GENERAL LEGEND

- LIMIT OF WORK
- ===== MATCHLINE

TREE LEGEND

- SOD & MULCH LINE
- EXISTING TREE

CANOPY TREES

- ☼ QUE VIR-1
QUERCUS VIRGINIANA
LIVE OAK

EVERGREEN TREES

- ⊙ TAX DIS
TAXODIUM DISTICHUM
BALD CYPRESS

ACCENT TREES

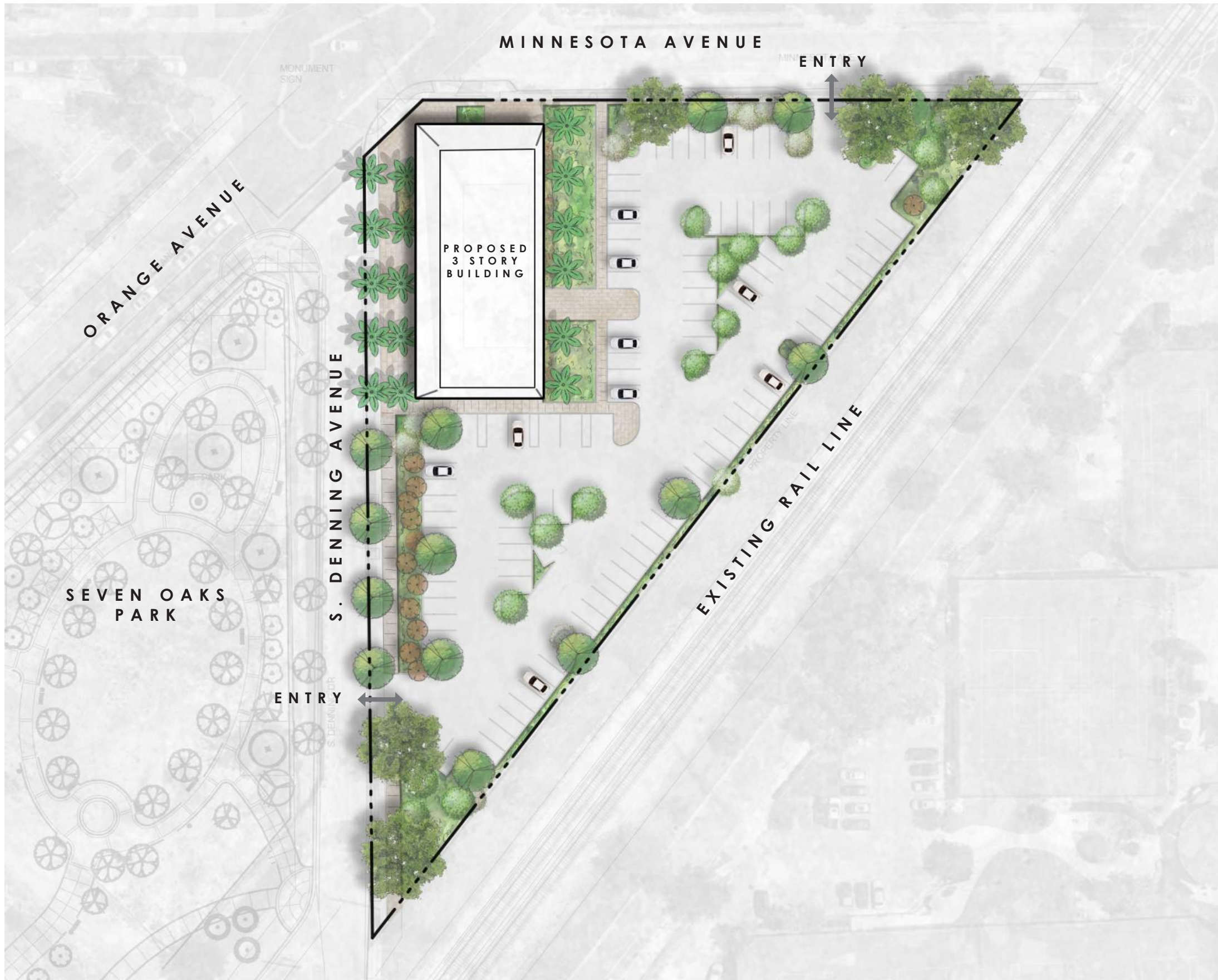
- ⊙ CAS FIS
CASSIA FISTULA
CASSIA TREE
- ⊙ CHI VIR
CHIONANTHUS VIRGINICUS
FRINGE TREE
- ⊙ LIV PAL
JAPANESE JAPANICUM
JAPANESE PRIVET
- ⊙ ELA DEC
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY
- ⊙ TAB CHR
TABEBUIA CHRYSOTRICA
GOLDEN TRUMPET
- ⊙ CAL CIT
CALLISTEMON CITRINUS
BOTTLEBRUSH

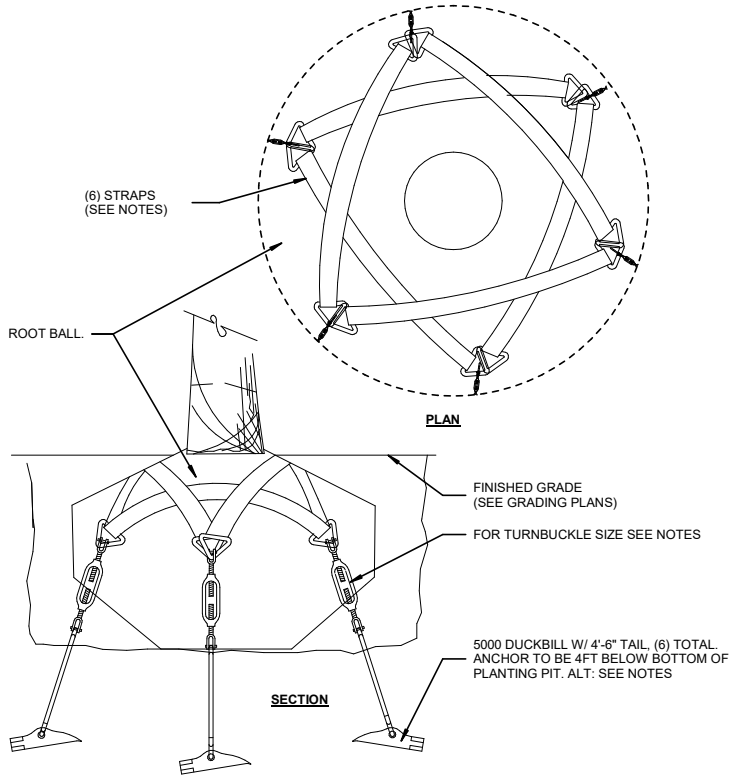
PALM TREES

- ✱ PHO SYL
PHOENIX SYLVESTRIS
WILD DATE PALM

SHRUB & GROUNDCOVER
LEGEND

- GROUNDCOVER
- CONCEPT LOW SHRUBS

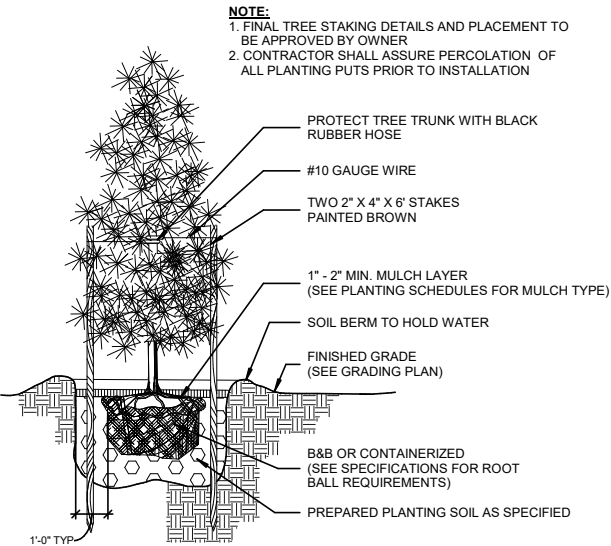




- NOTES:**
1. THIS STANDARDS APPLIES TO PALMS WITH CT NOT EXCEEDING 30 FEET AND TRUNK DIAMETER NOT EXCEEDING 24 INCHES.
 2. STRAPS TO BE 6" WIDE, 1 PLY WEBSLING W/ DELTA RINGS BY CERTIFIED SLINGS, INC. OR APPROVED EQUAL.
 3. TURNBUCKLE TO BE AS FOLLOWS BY EACH PALM CALIPER:
 - A. SMALL (<8"): MC 3001T58, ALL HEIGHTS
 - B. MEDIUM (8-18"): MC 3001T58, ALL HEIGHTS
 - C. LARGE (18-24"): MC 3001T62 FOR ALL HEIGHTS
 4. ALTERNATE: USE HELICAL ANCHOR WITH A MIN. 5/8", 48" LONG ROD, AND A MIN. 6" HELIX.
 5. FOR SMALL CALIPER PALMS WITH CT < 10FT, USE (3) STRAPS ORIENTED SUCH THAT ANCHORS ARE 120° APART.

5 UNDERGROUND PALM GUYING DETAIL

1" = 1'-0"



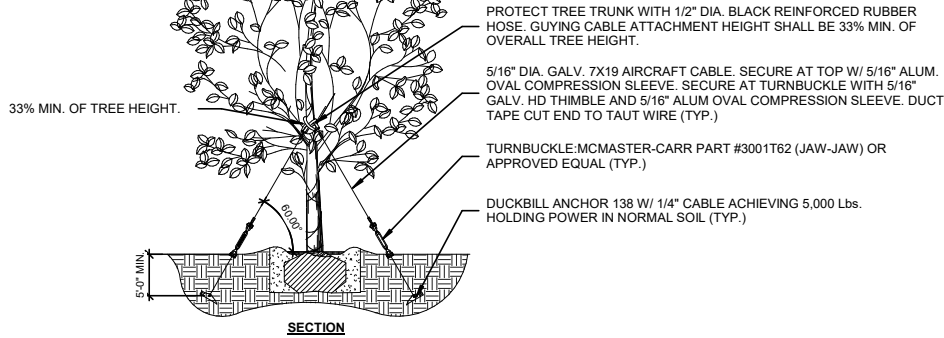
6 EVERGREEN TREE PLANTING DETAIL

1" = 1'-0"

APPLICABLE FOR:
ALL OTHER TREES:
LESS THAN OR EQUAL TO 20 INCHES IN CALIPER.
LESS THAN OR EQUAL TO 30 FEET TALL. AREA OF
CANOPY LESS THAN OR EQ. TO 275 S.F.

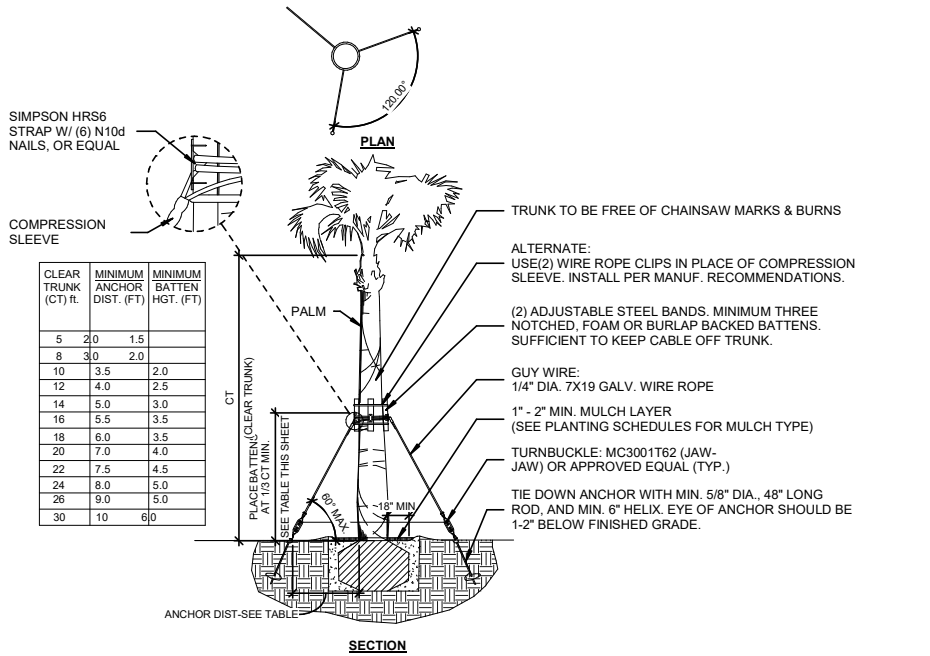
TREE TRUNK CABLE (TYP.)
TURNBUCKLE (TYP.)
DUCKBILL ANCHOR 138 (TYP.)

ALTERNATE:
USE (2) WIRE ROPE CLIPS IN PLACE
OF COMPRESSION SLEEVE. INSTALL
PER MANUF. RECOMMENDATIONS.



3 LARGE TREE GUYING (SINGLE TRUNK)

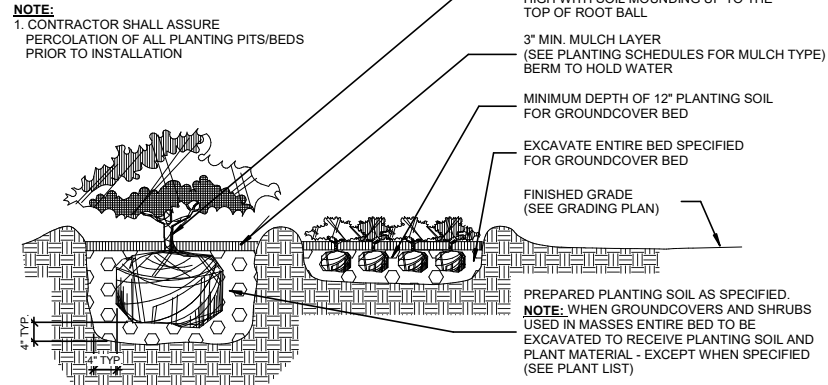
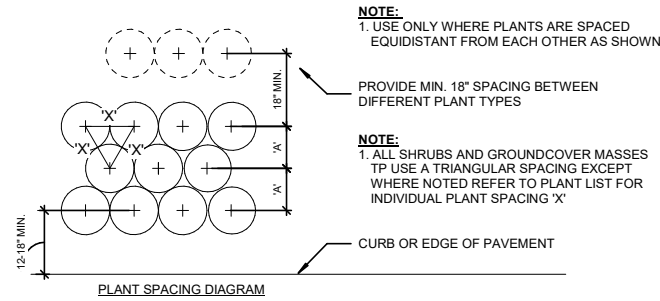
1" = 1'-0"



- NOTES:**
1. THIS STANDARD APPLIES TO SINGLE TRUNK, STRAIGHT PALMS, NOT EXCEEDING 30' CT. AND CALIPER LESS THAN 24".
 2. CABLE HARDWARE TO INCLUDE TURNBUCKLE, COMPRESSION SLEEVE, AND THIMBLE. TURNBUCKLE TO BE ATTACHED DIRECTLY TO ANCHOR.
 3. MC PART NUMBER REFERS TO MCMMASTER-CARR APPROVED EQUAL ALSO ACCEPTABLE.
 4. CABLES WITHIN GUEST ACCESSIBLE AREAS TO BE COVERED WITH GUY WIRE GUARDS 4FT IN LENGTH. DO NOT COVER TURNBUCKLES W/SLEEVES. SEE PLANTING SPECIFICATIONS FOR DEFINITION OF GUEST ACCESSIBLE AREAS AND FURTHER INFORMATION.
 5. INSTALL GUYING AS PALM IS INSTALLED. INSTALL SUPPLEMENTAL DRIP IRRIGATION WITHIN 24 HOURS OF PALM INSTALLATION.
 6. SEE PALM PLANTING DETAIL FOR PLANTING INSTRUCTIONS
 7. ROOT BALL WIDTH TO BE 18" MINIMUM FROM OUTSIDE OF TRUNK TO EDGE OF ROOT BALL.

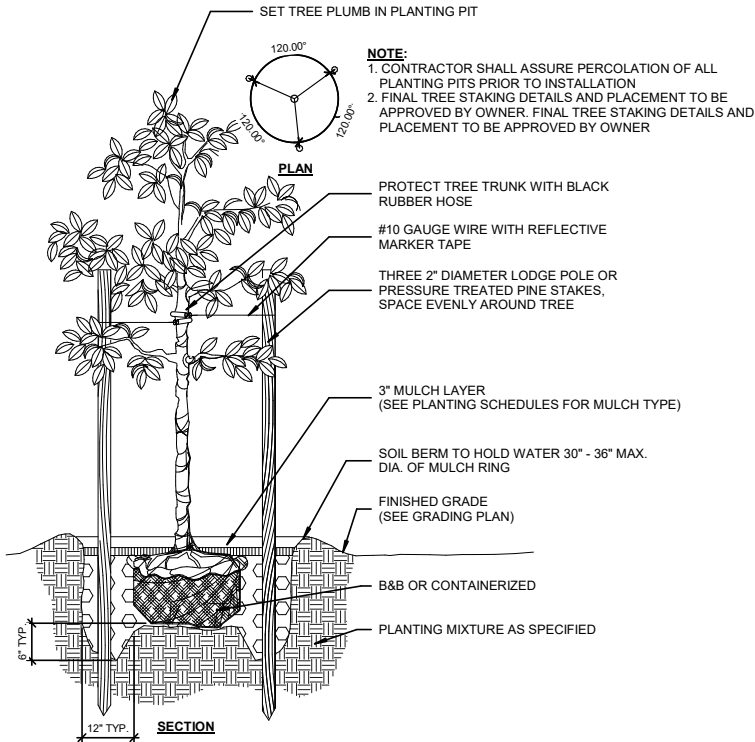
4 ABOVE GROUND PALM GUYING

1" = 1'-0"



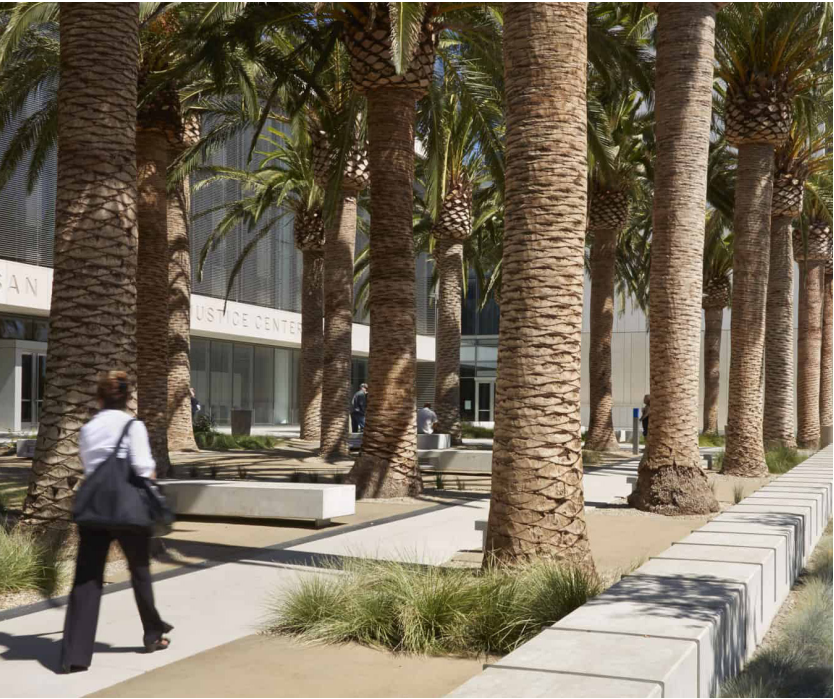
1 SHRUB / GROUNDCOVER PLANTING DETAIL

1" = 1'-0"

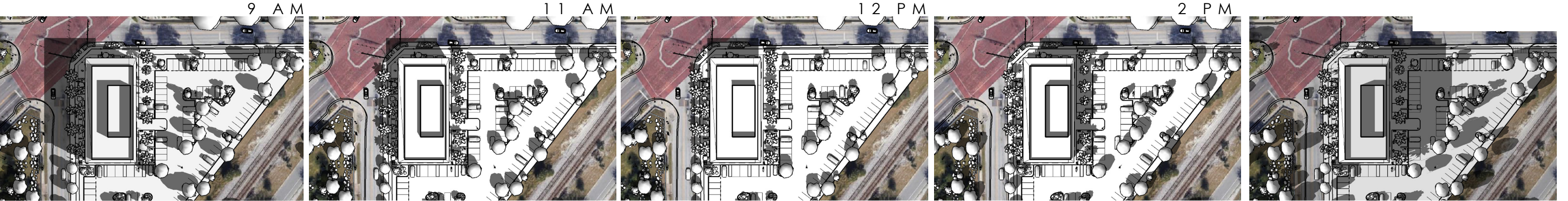


2 SMALL TREE PLANTING DETAIL

1" = 1'-0"



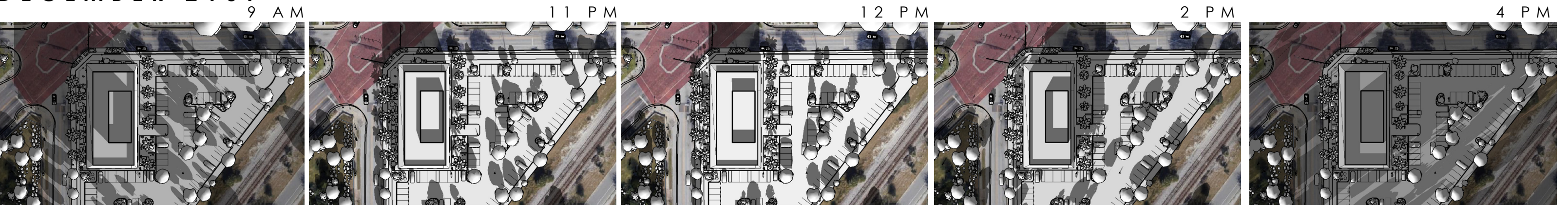
MARCH 21ST



JUNE 21ST

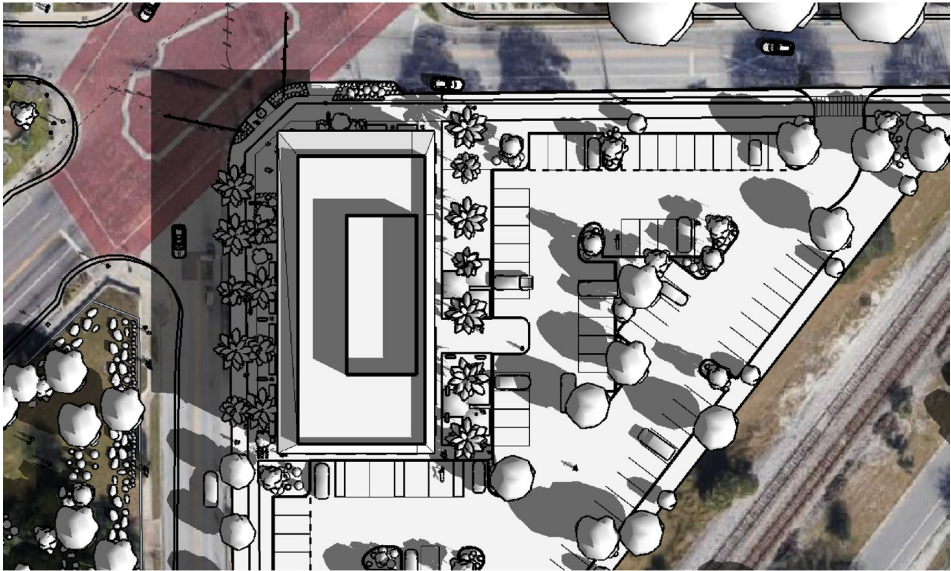


DECEMBER 21ST

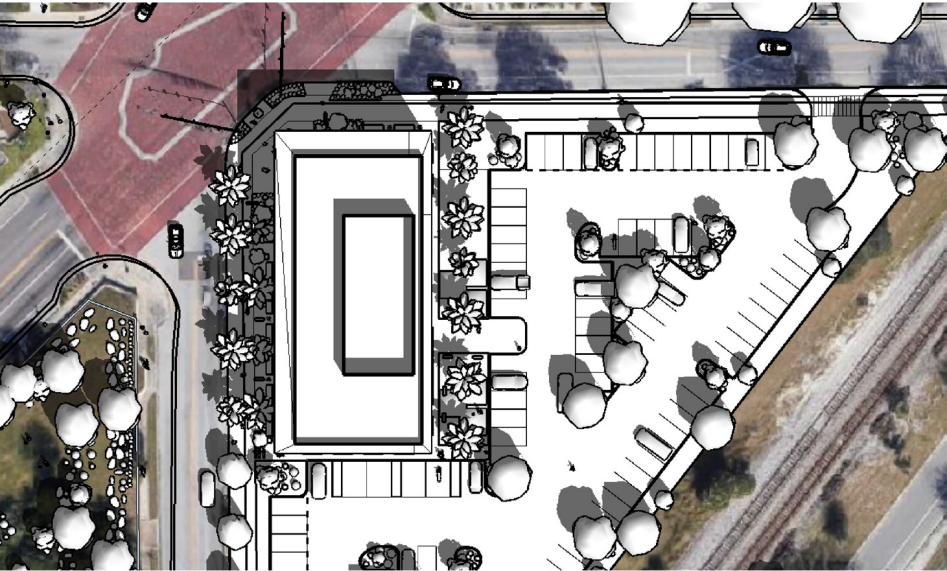


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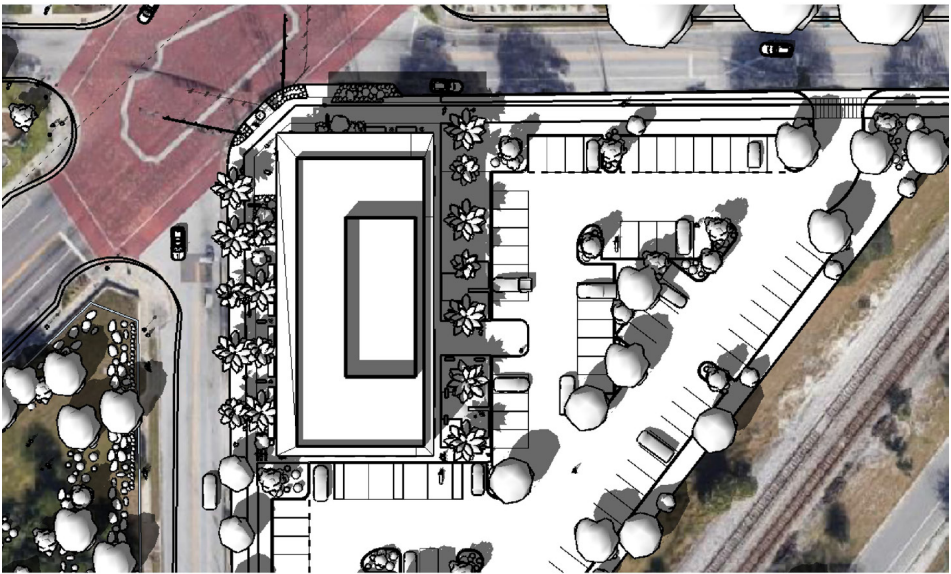
9 A M



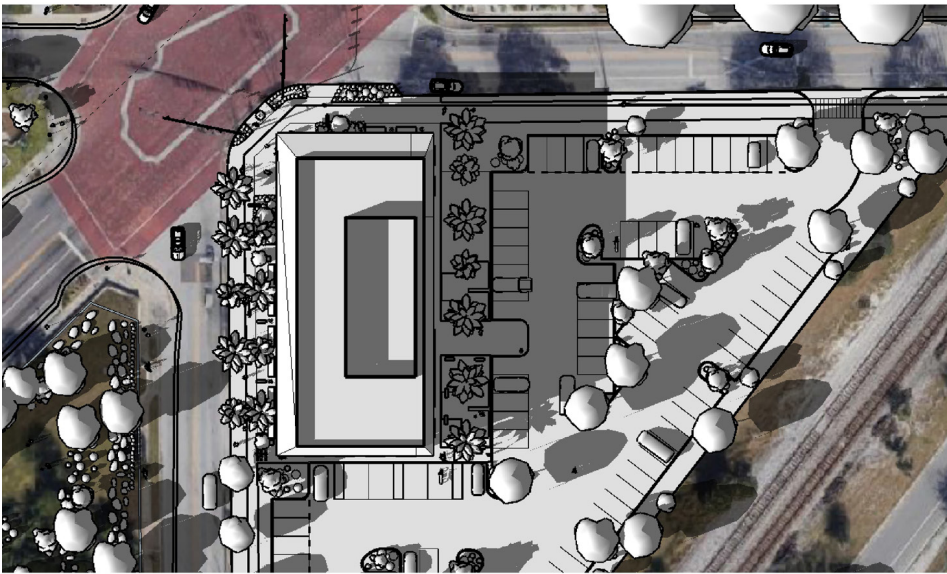
11 A M



12 P M



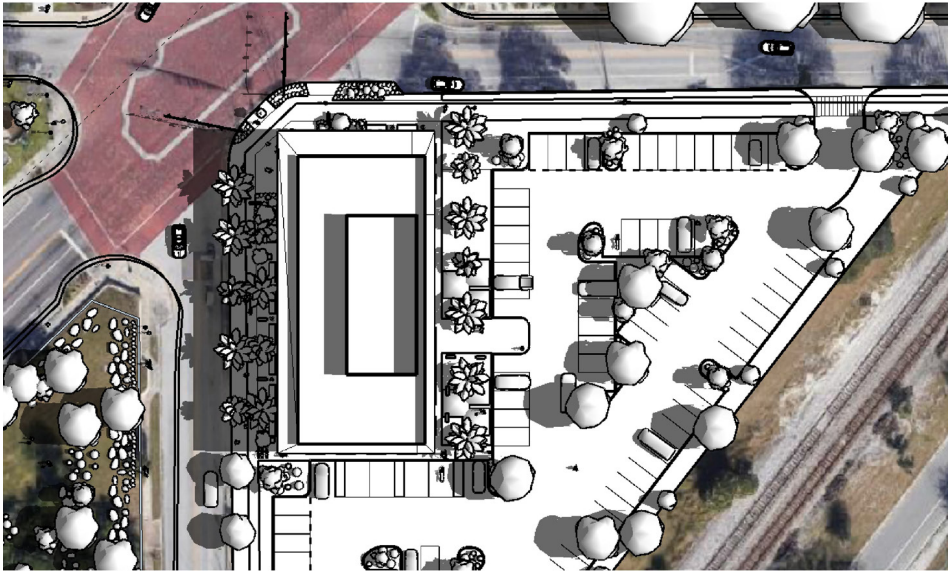
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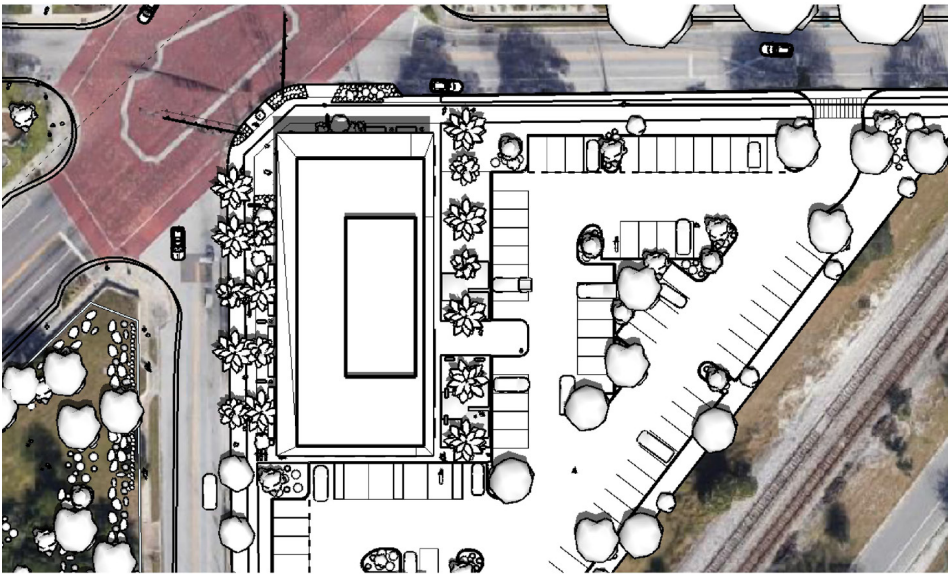
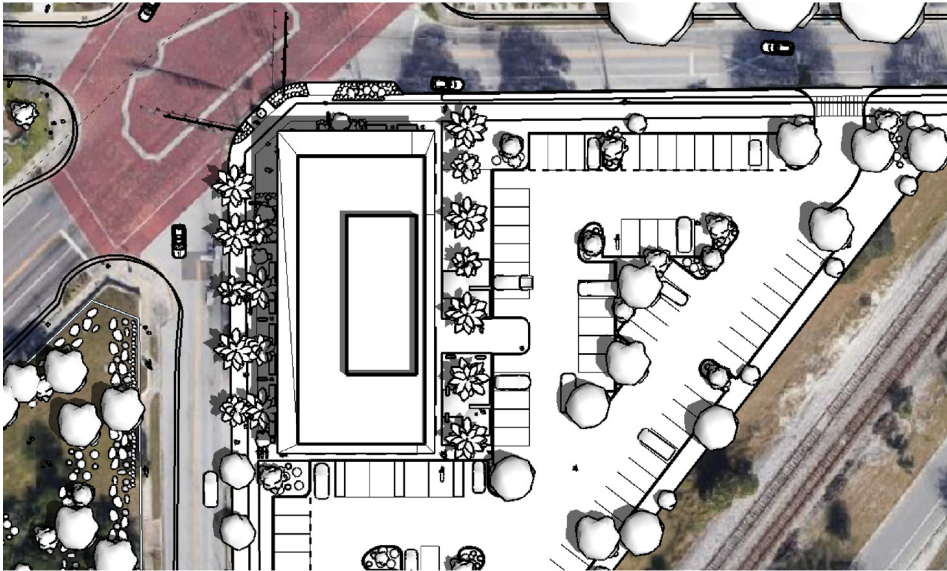
4 P M

JUNE 21ST

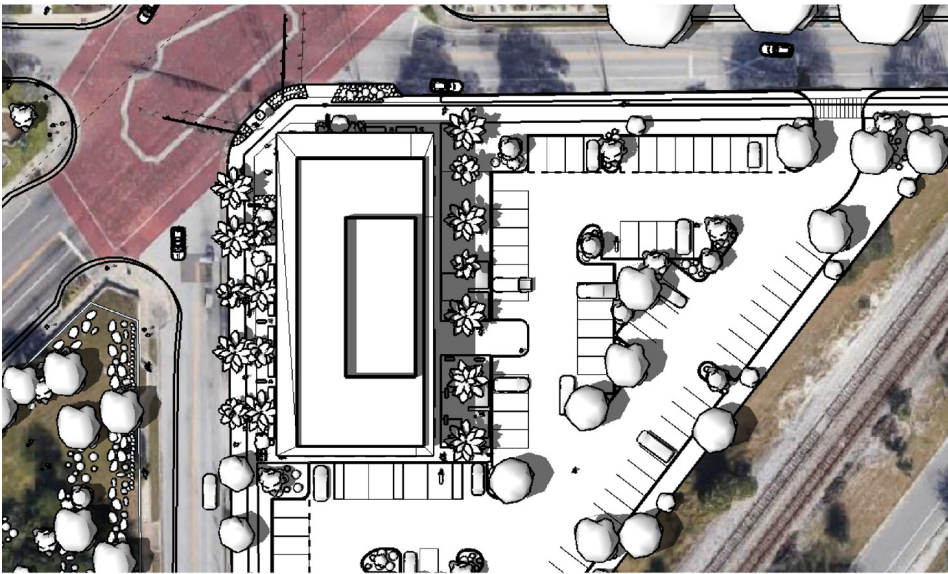
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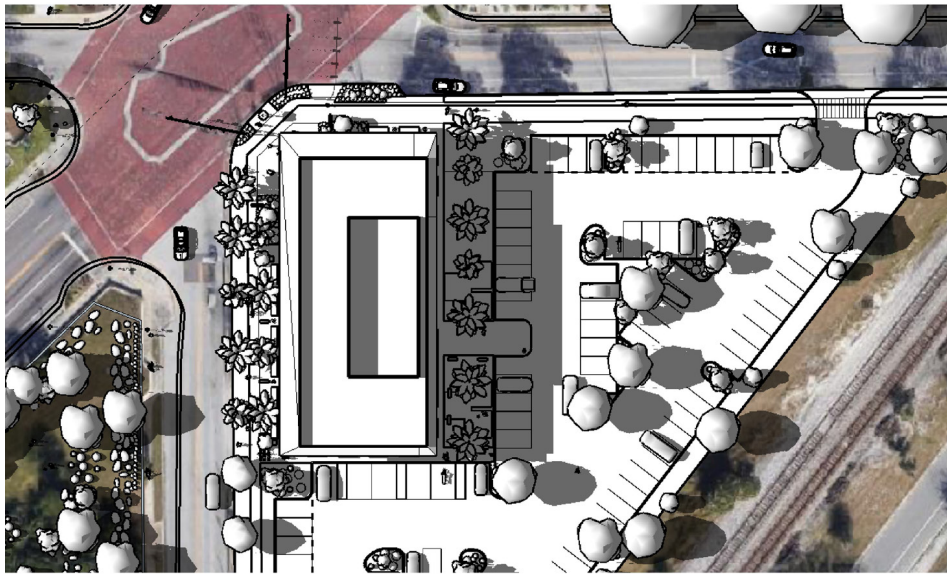
11 A M



12 P M



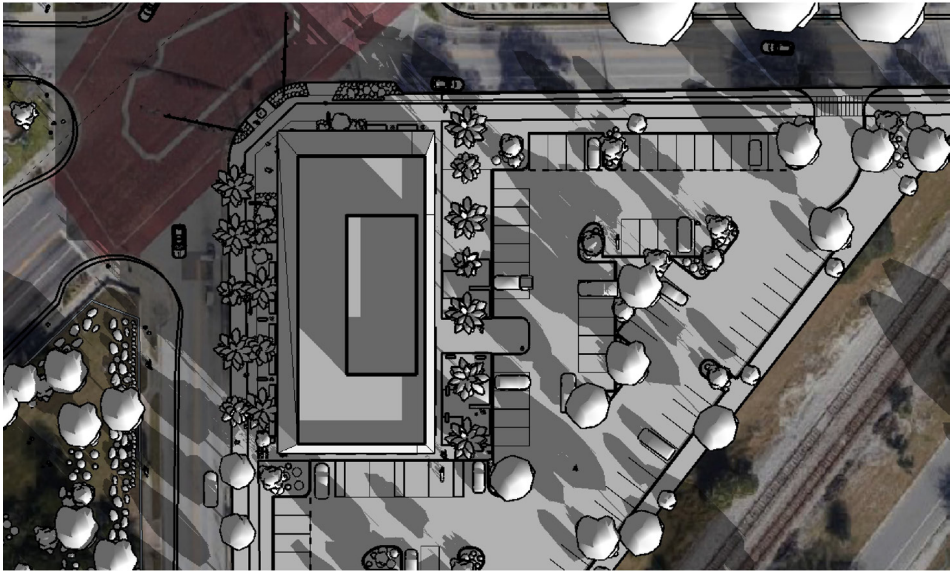
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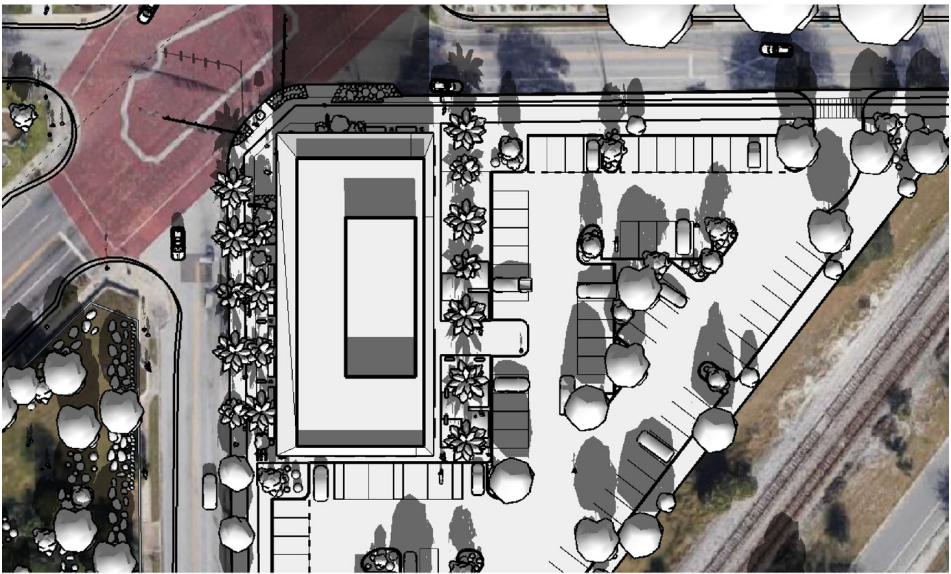
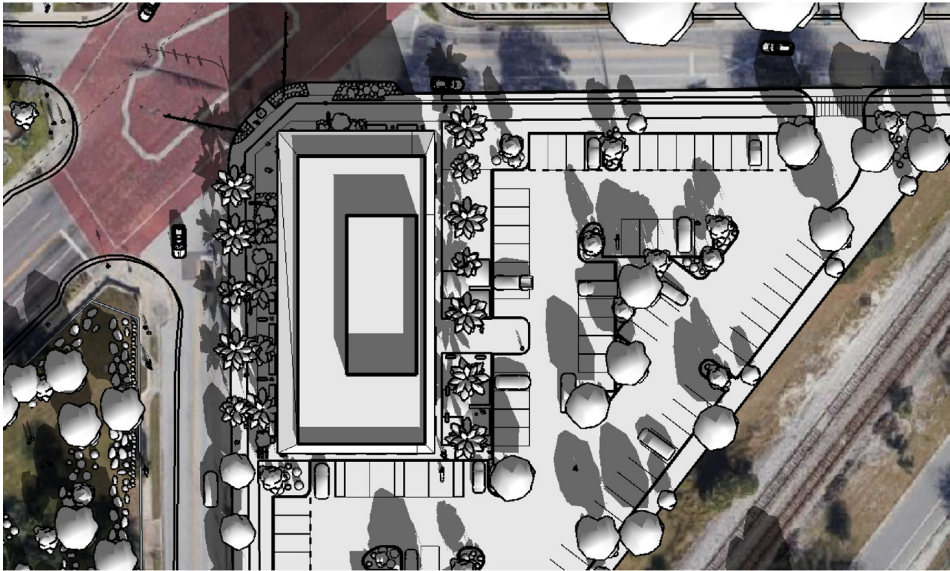
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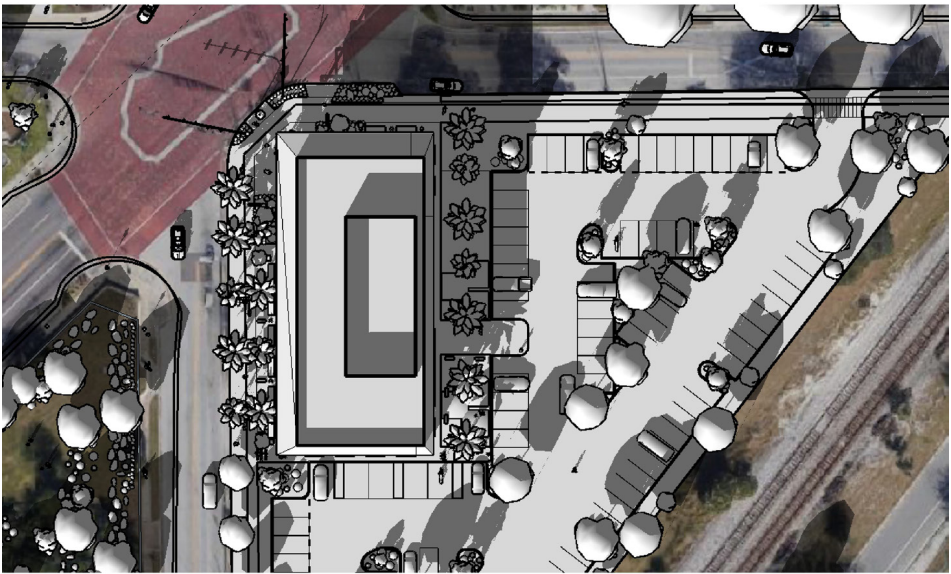
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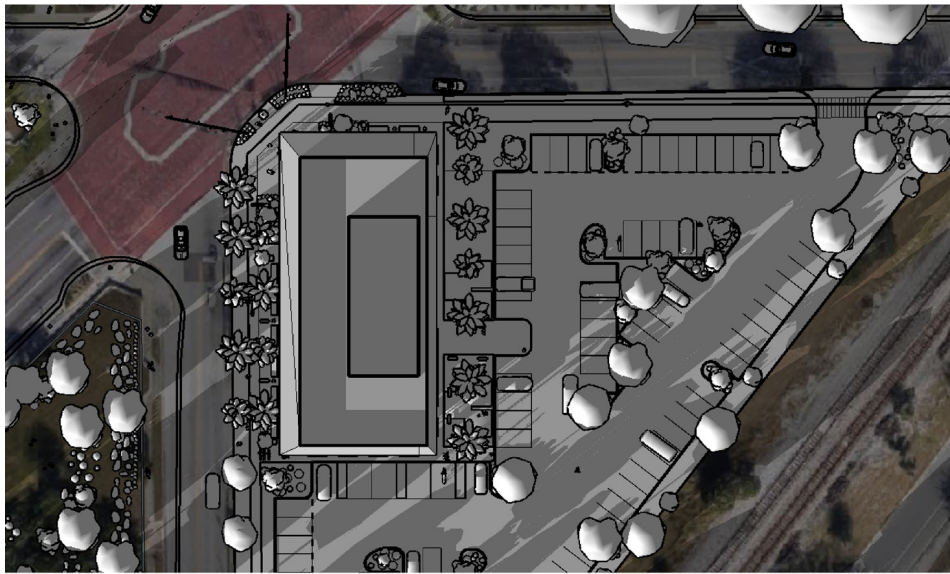
11 A M



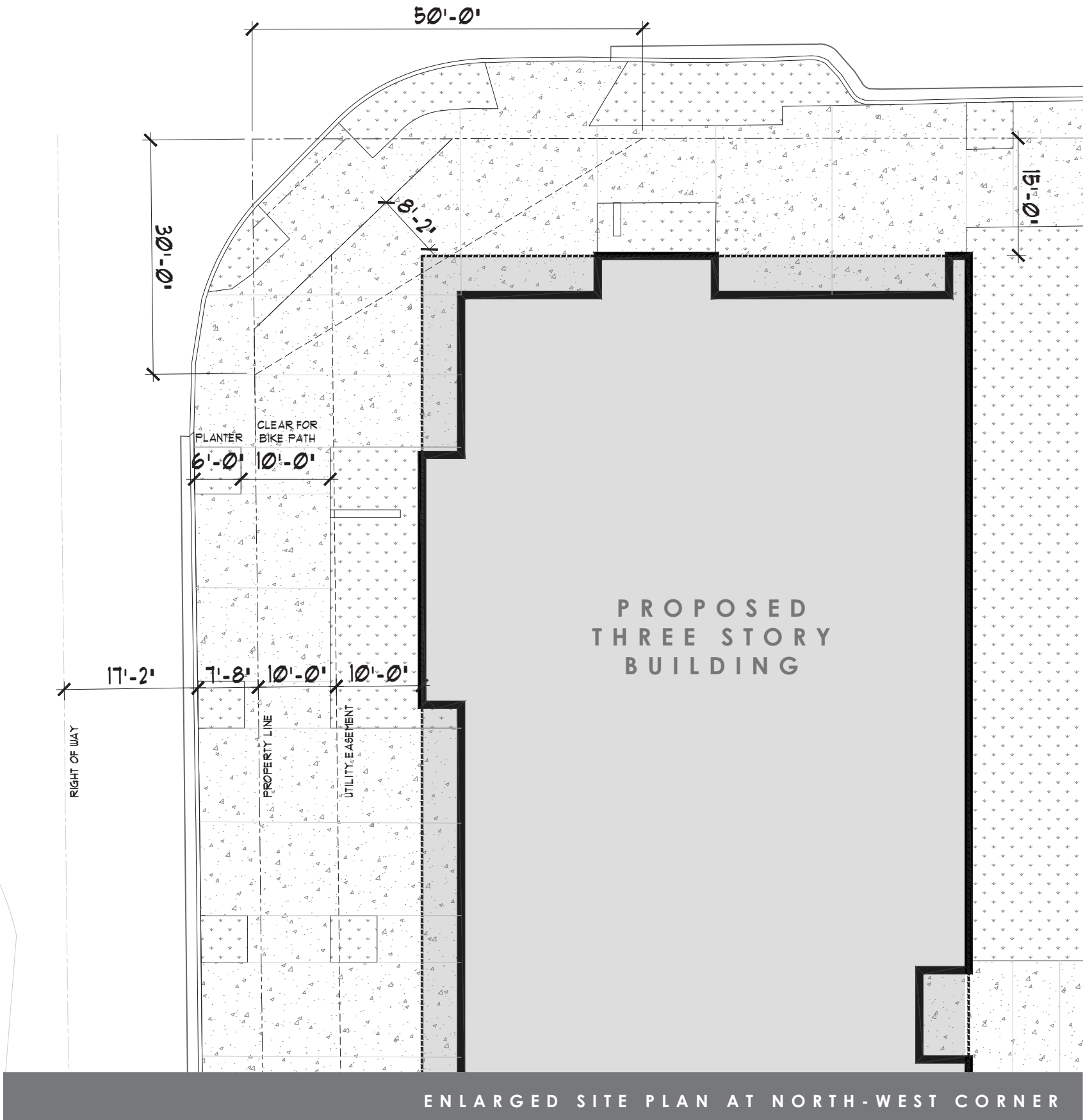
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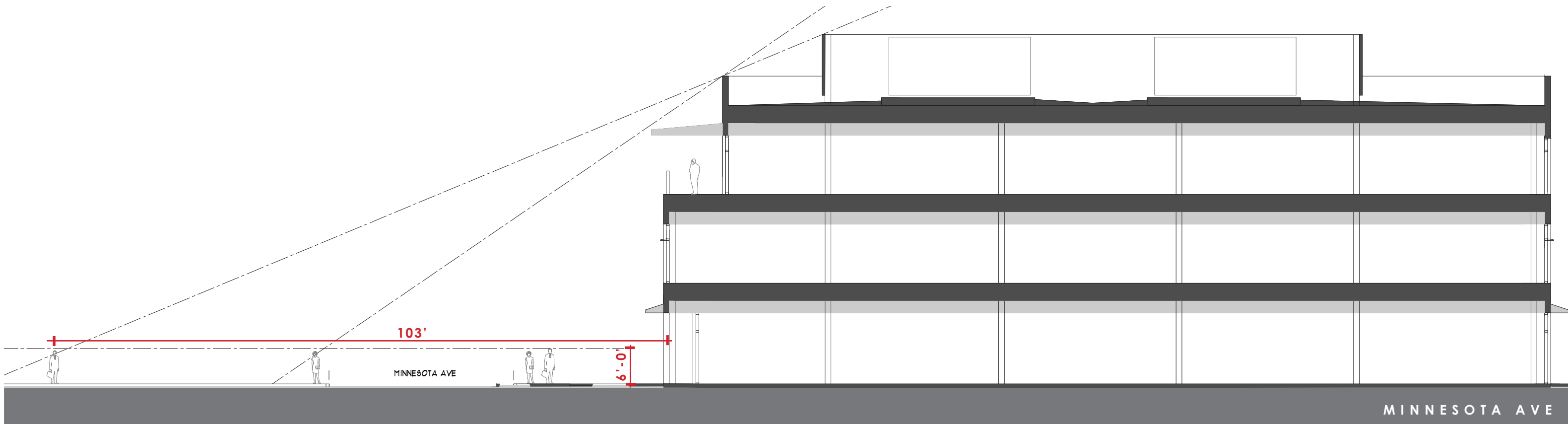
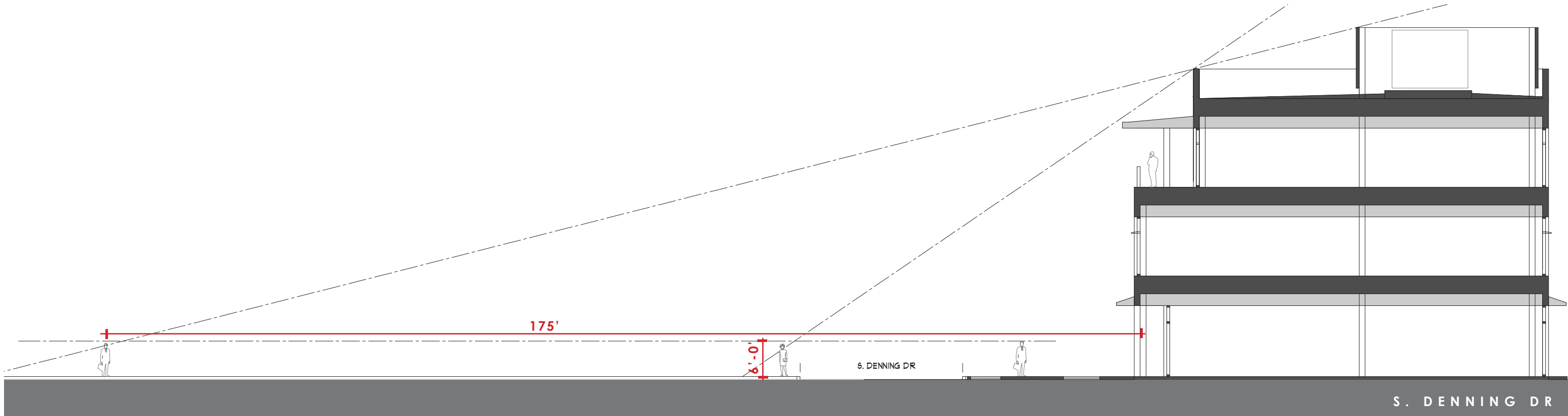
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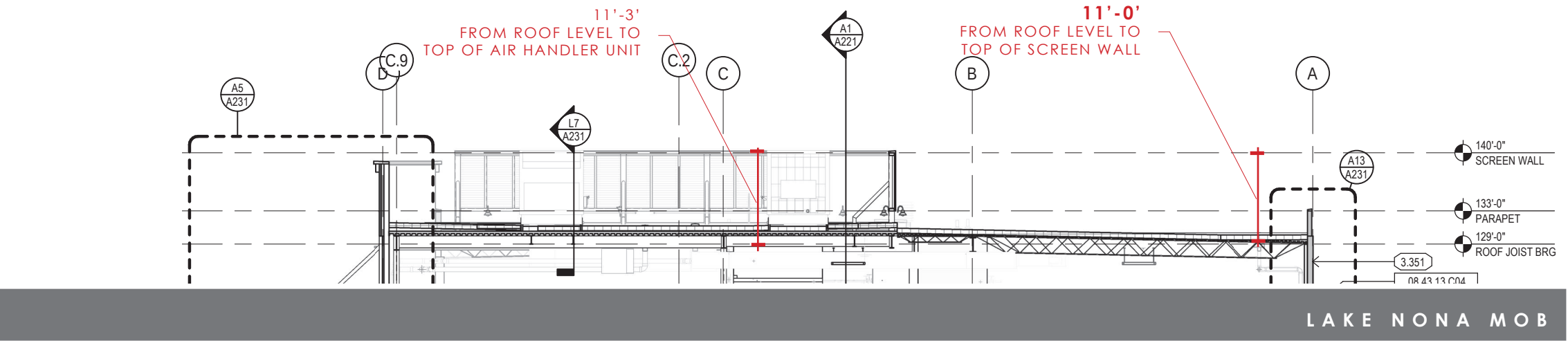
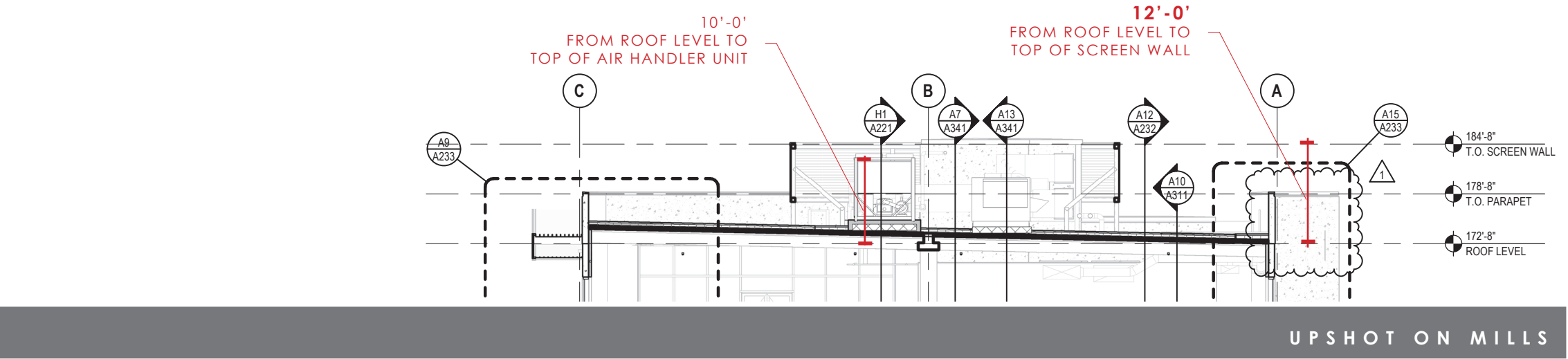
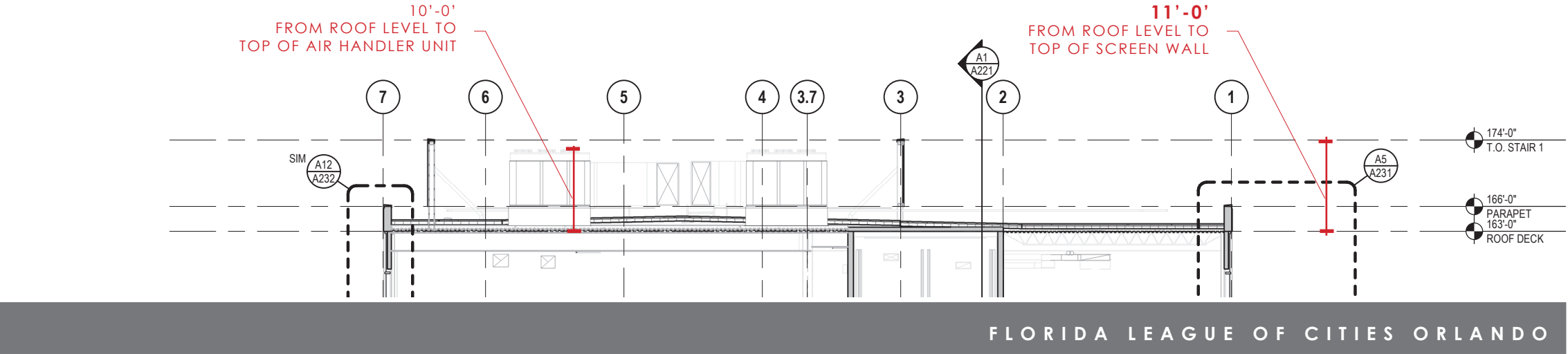


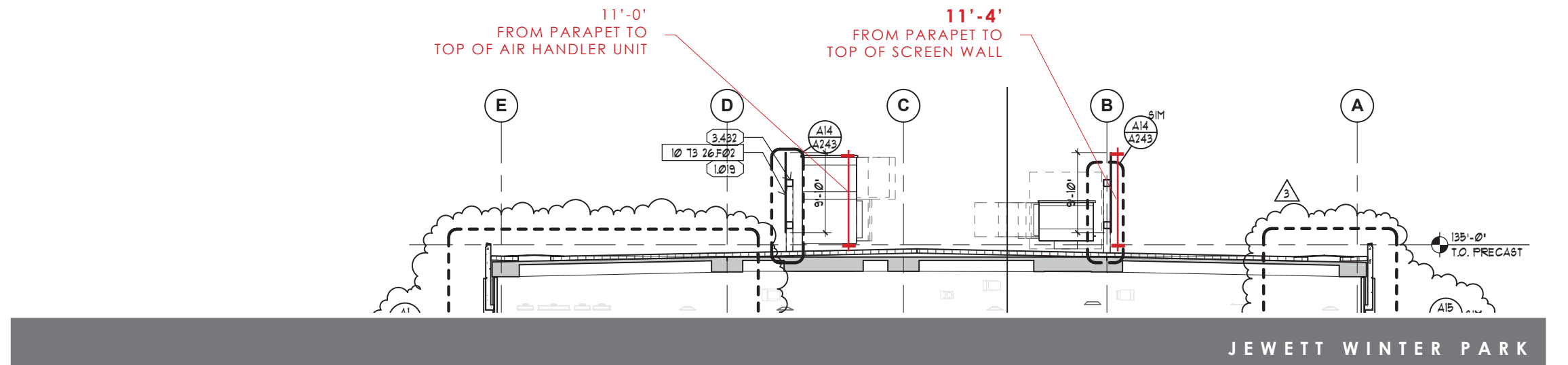
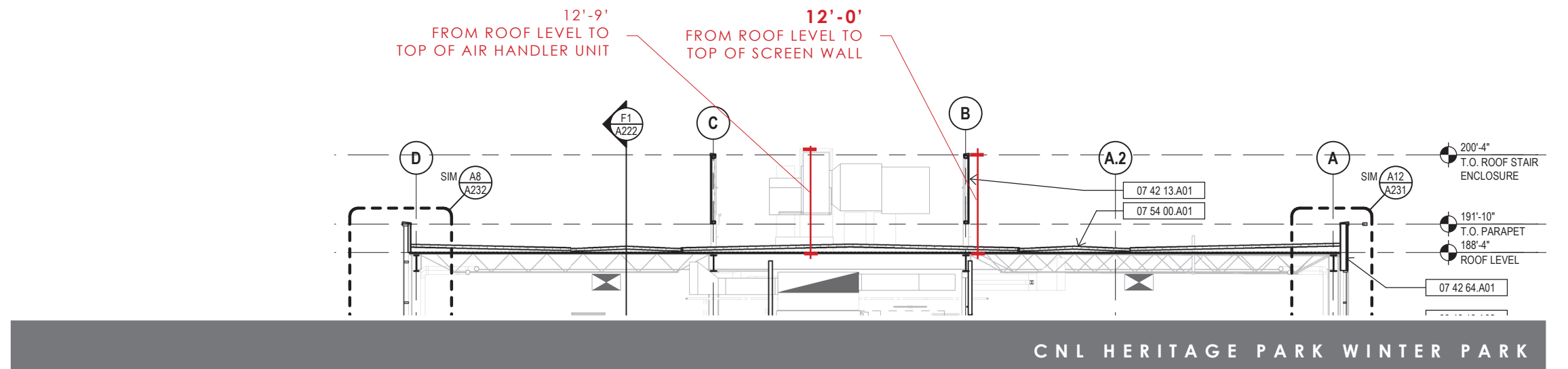
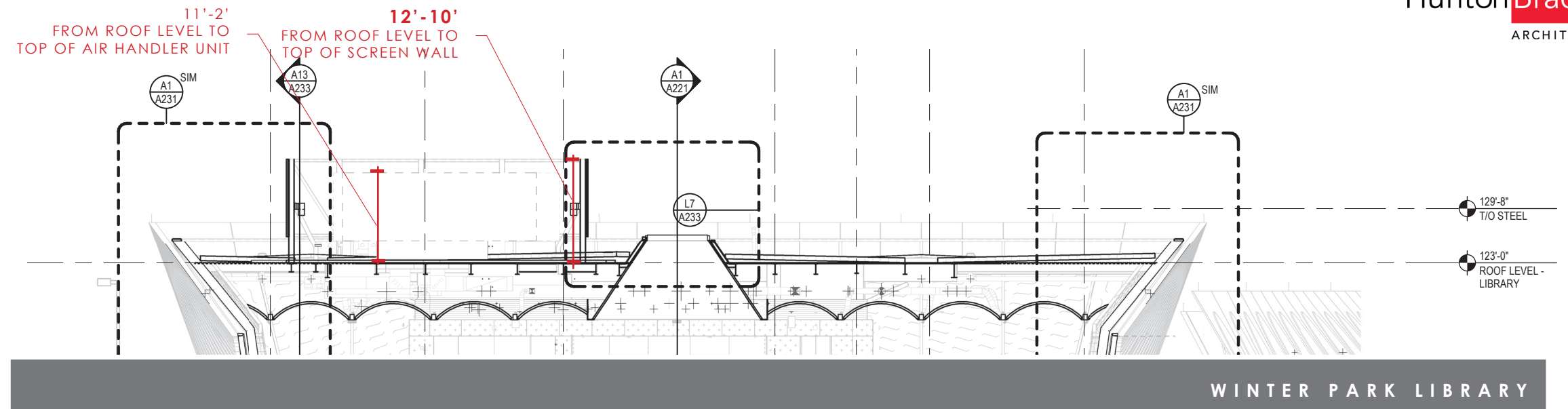
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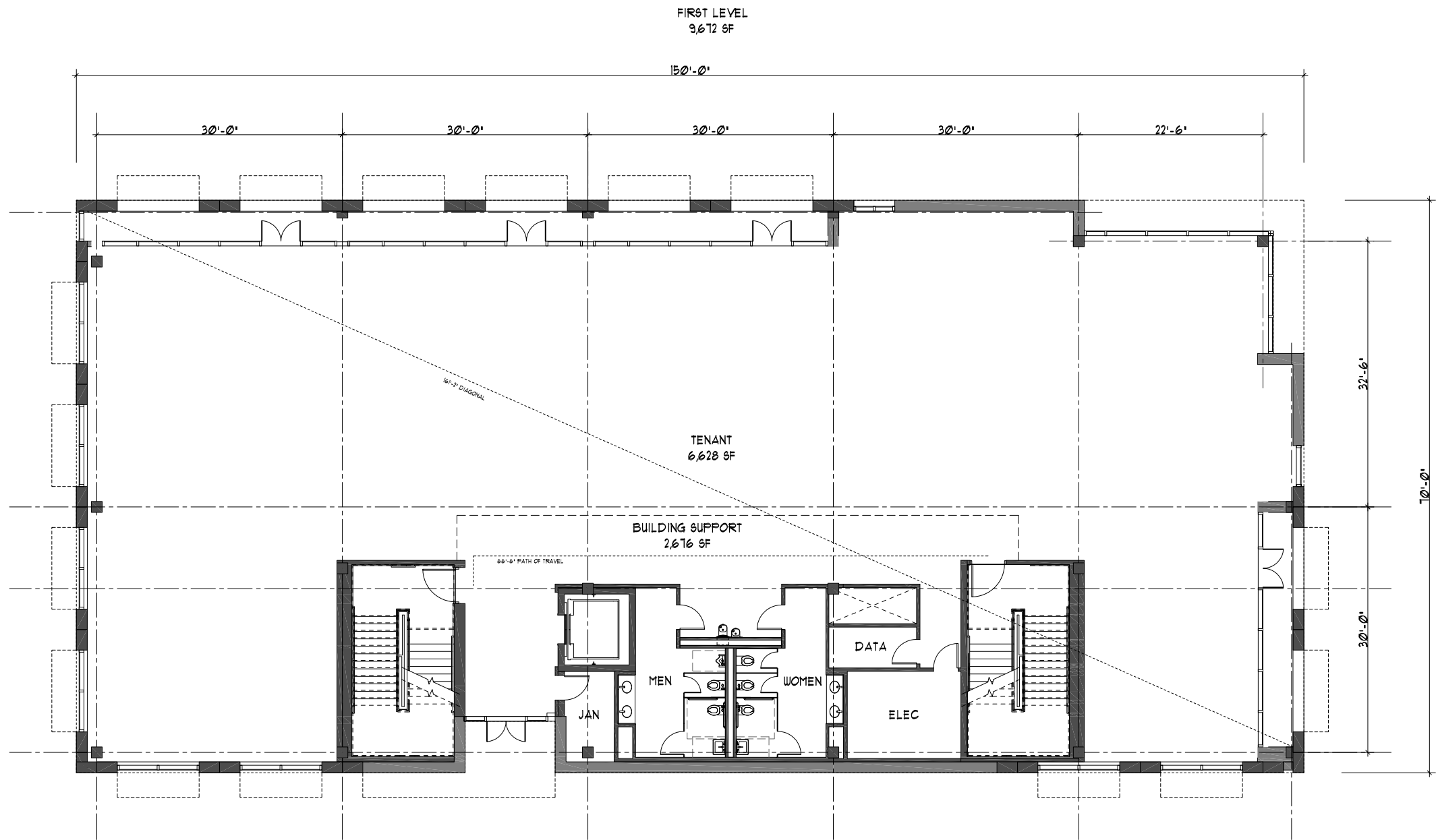


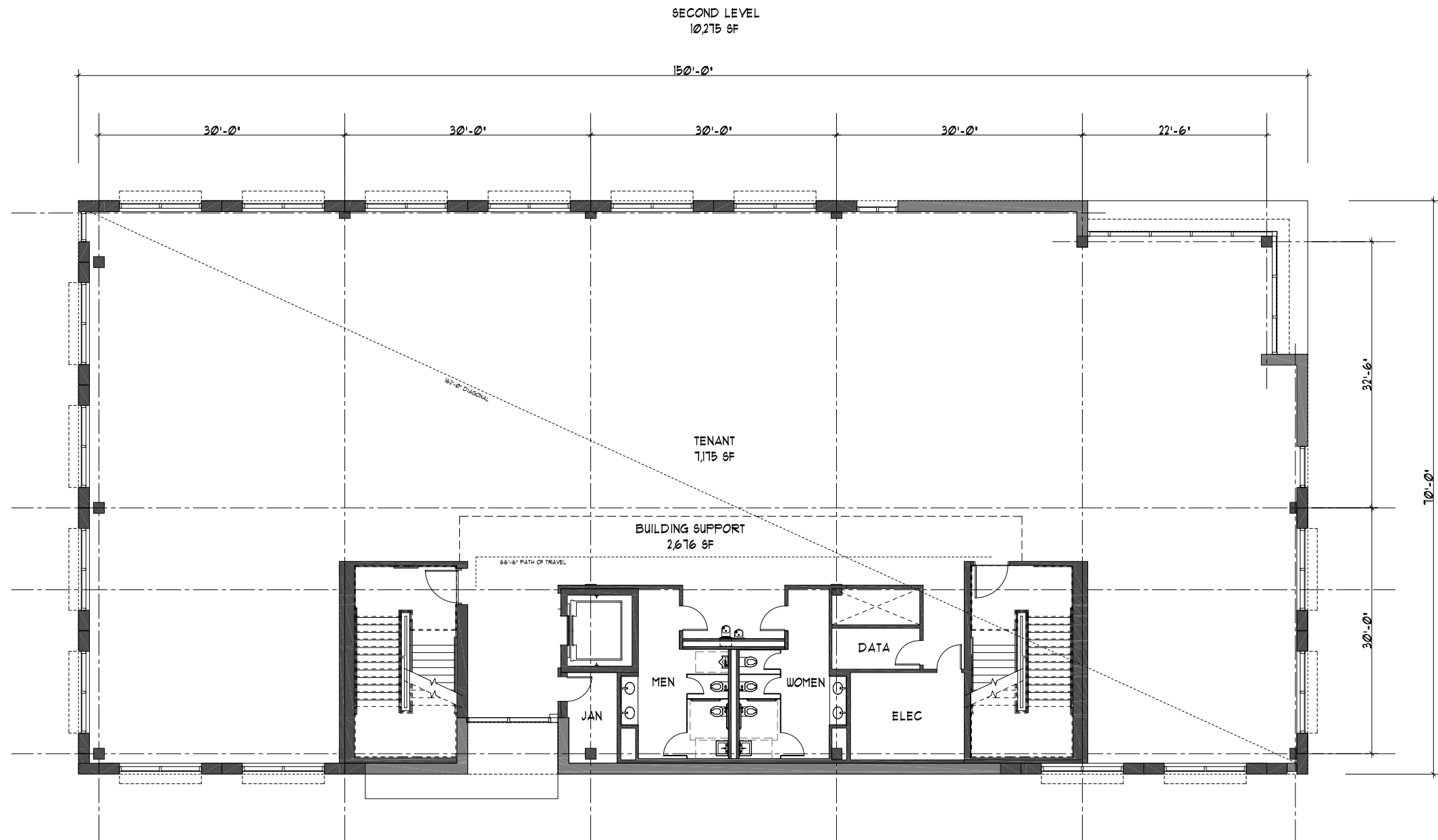


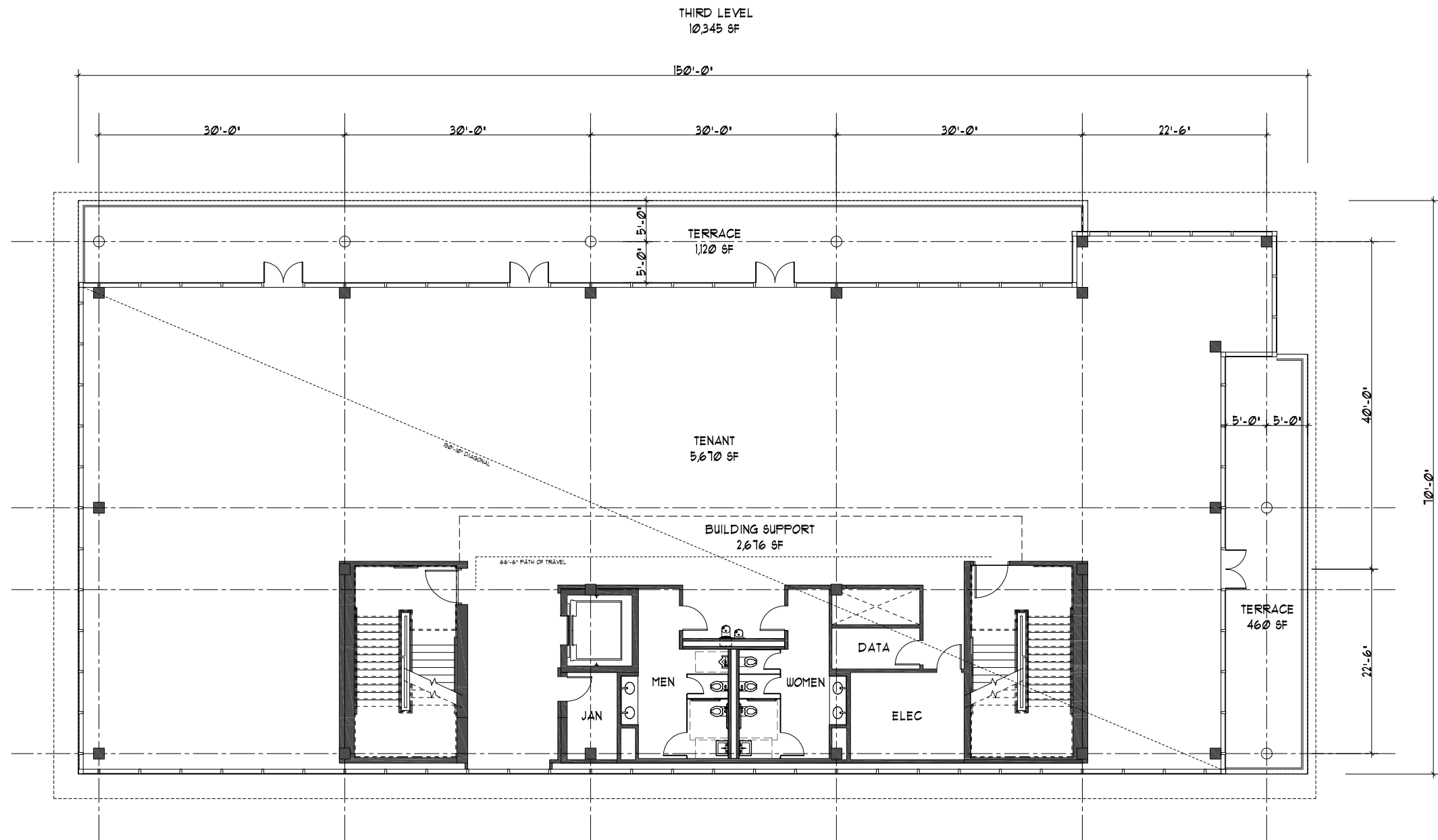


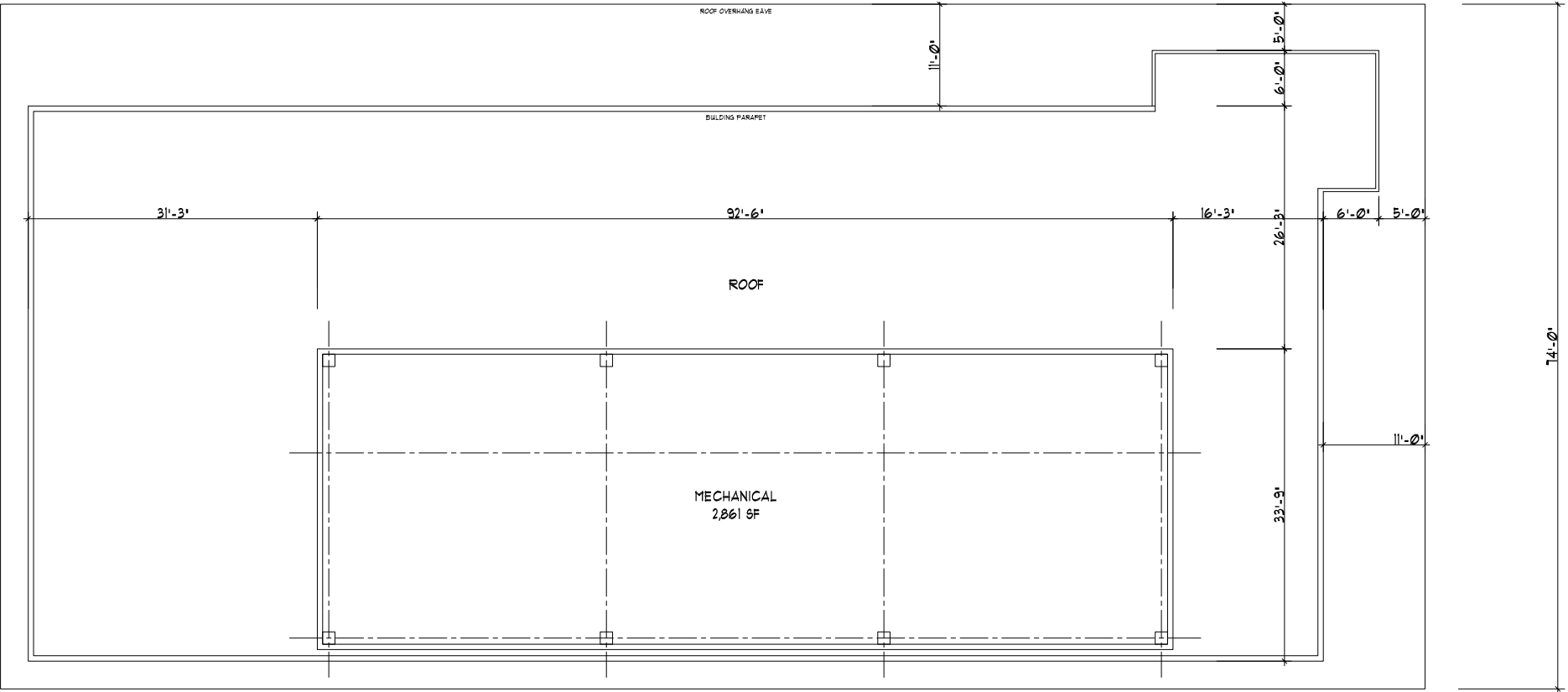


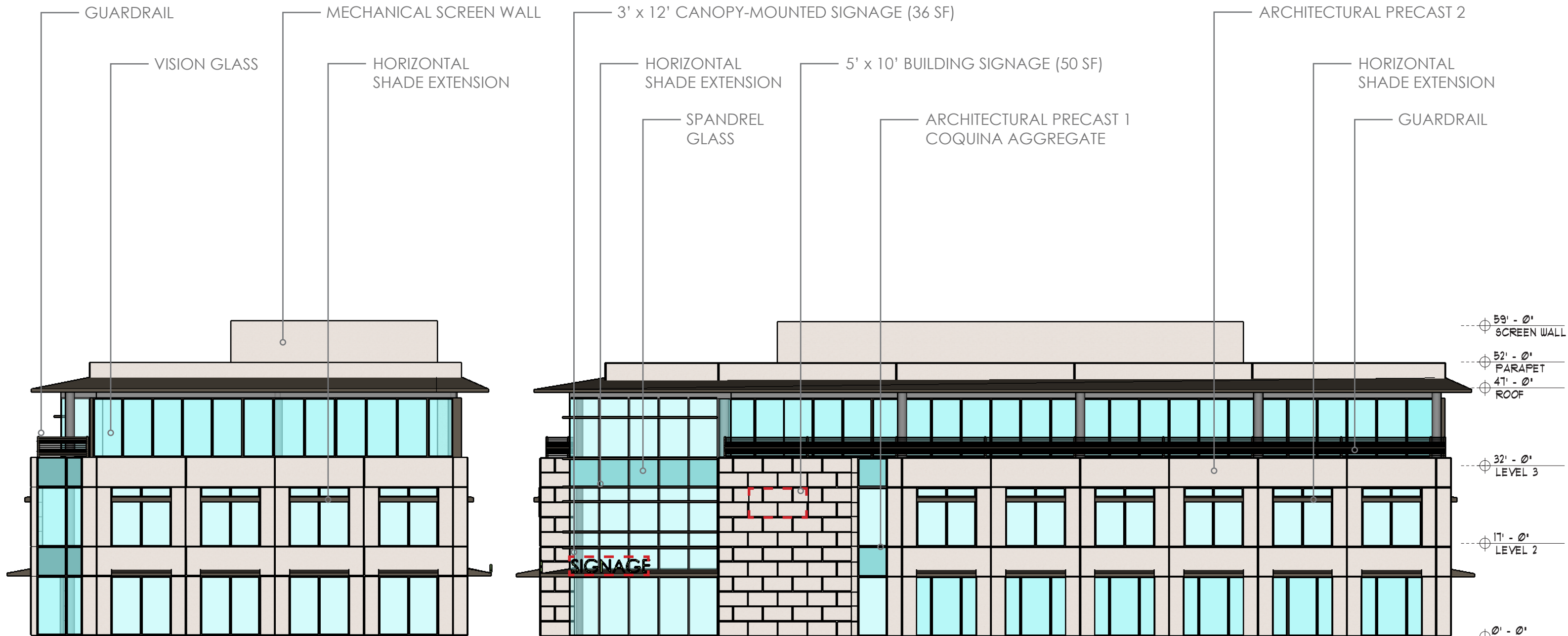












GLAZING PANEL COLOR
VIRACON VNE1-63



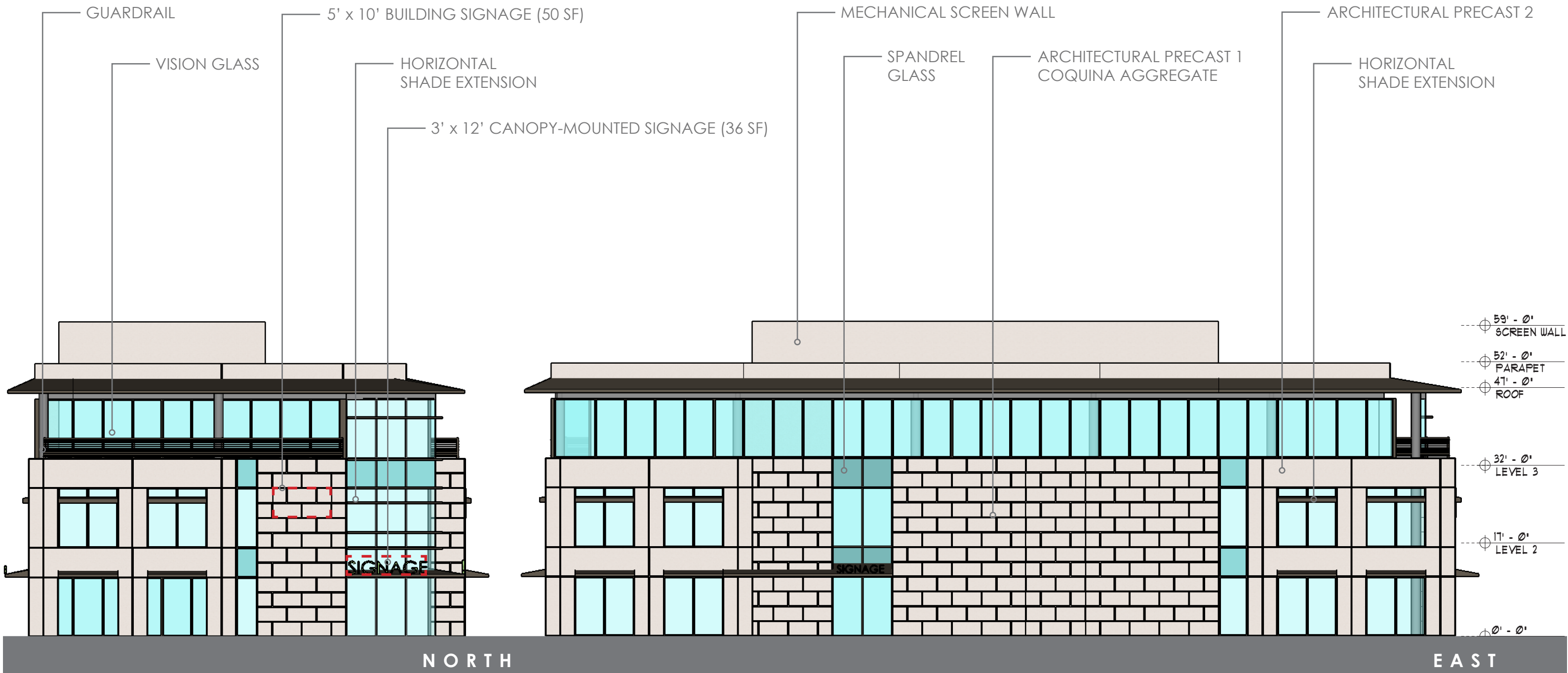
GLAZING MULLION COLOR
SW FLUROPOM CLASSIC II COSMIC GRAY



CANOPY AND SHADING DEVICE COLOR
SW FLUROPOM CLASSIC II COSMIC GRAY



ARCHITECTURAL PRECAST PANEL
HEAVY SANDBLAST



GLAZING PANEL COLOR
VIRACON VNE1-63



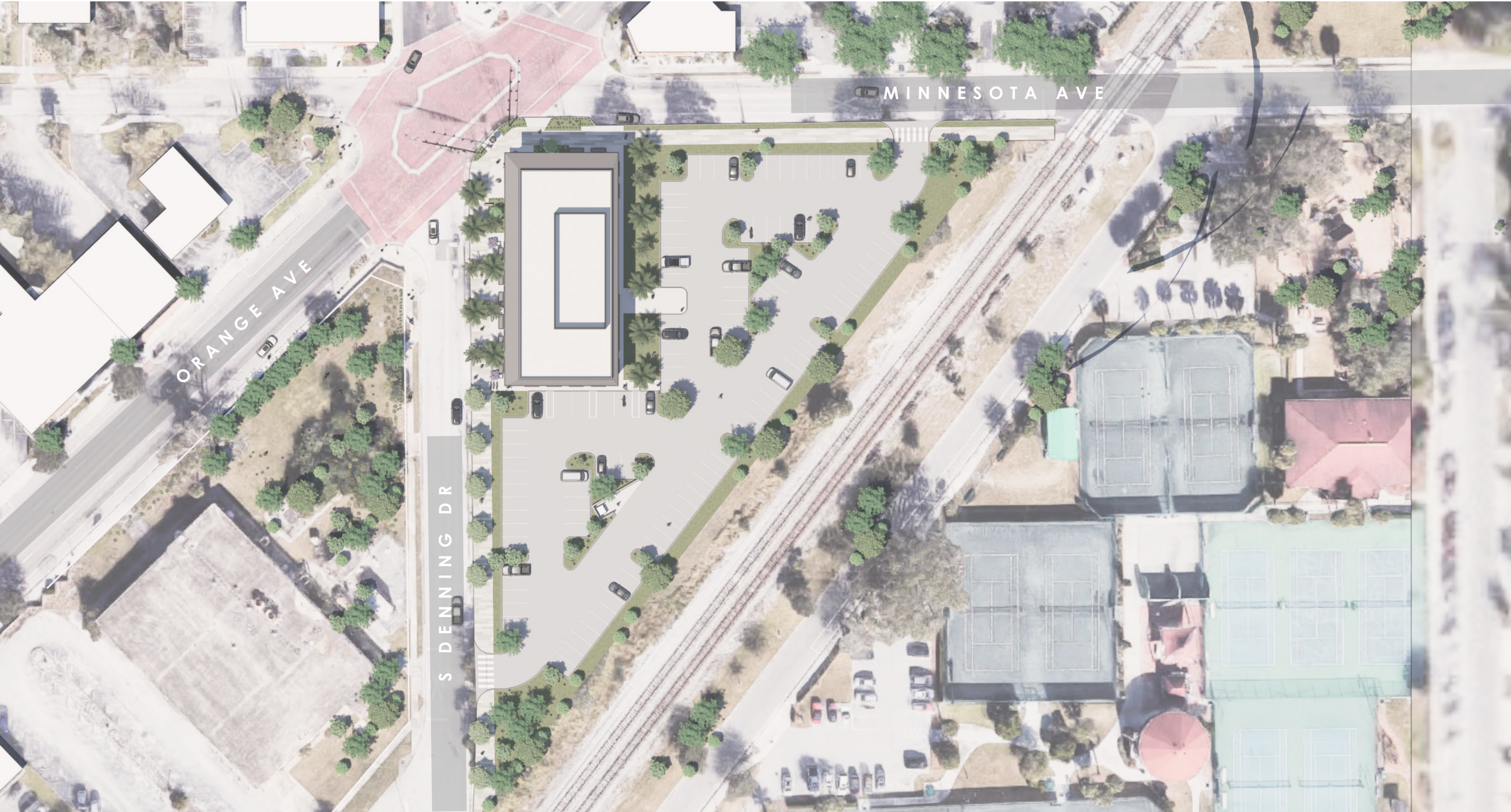
GLAZING MULLION COLOR
SW FLUROPOM CLASSIC II COSMIC GRAY



CANOPY AND SHADING DEVICE COLOR
SW FLUROPOM CLASSIC II COSMIC GRAY



ARCHITECTURAL PRECAST PANEL
HEAVY SANDBLAST







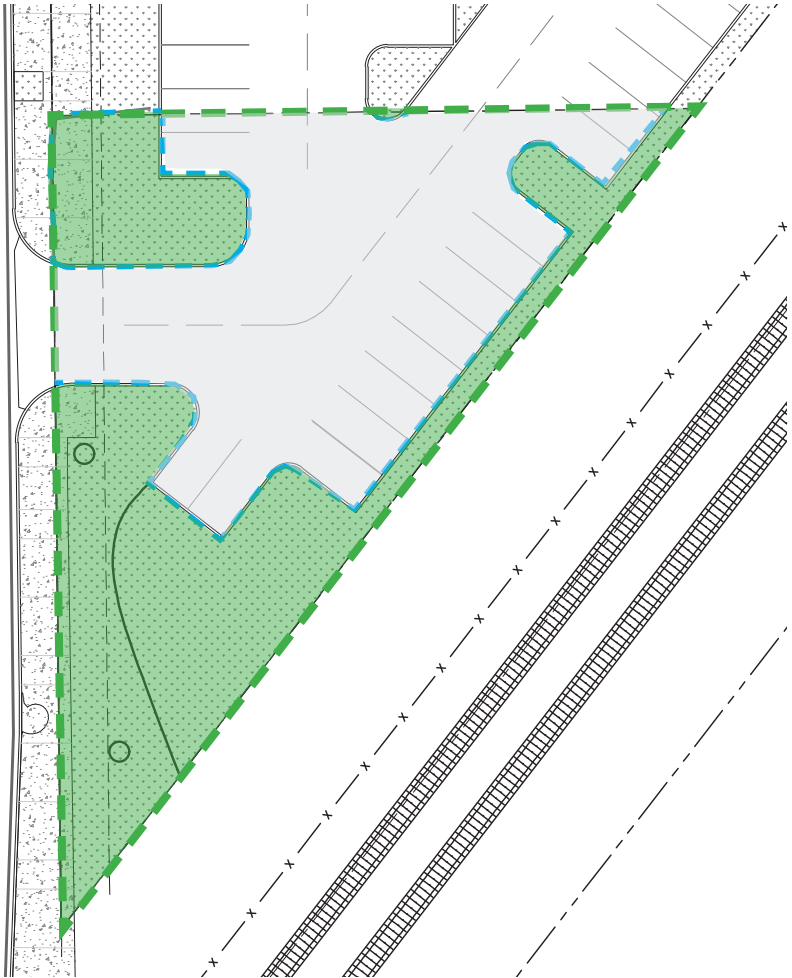
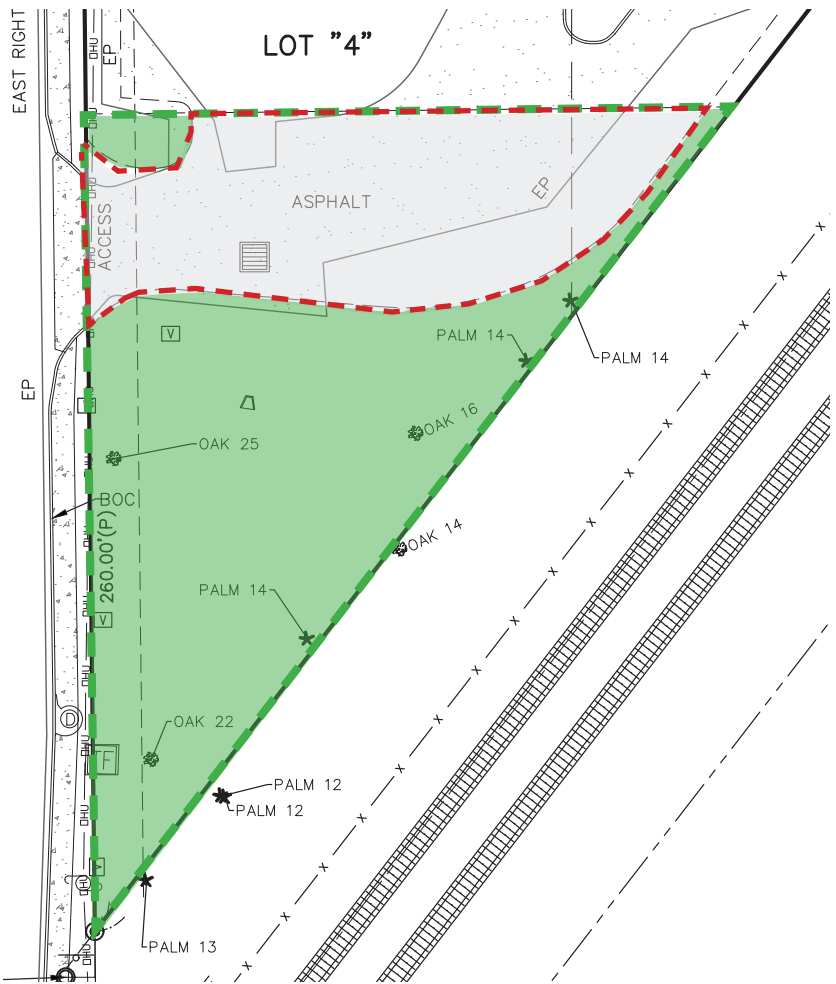
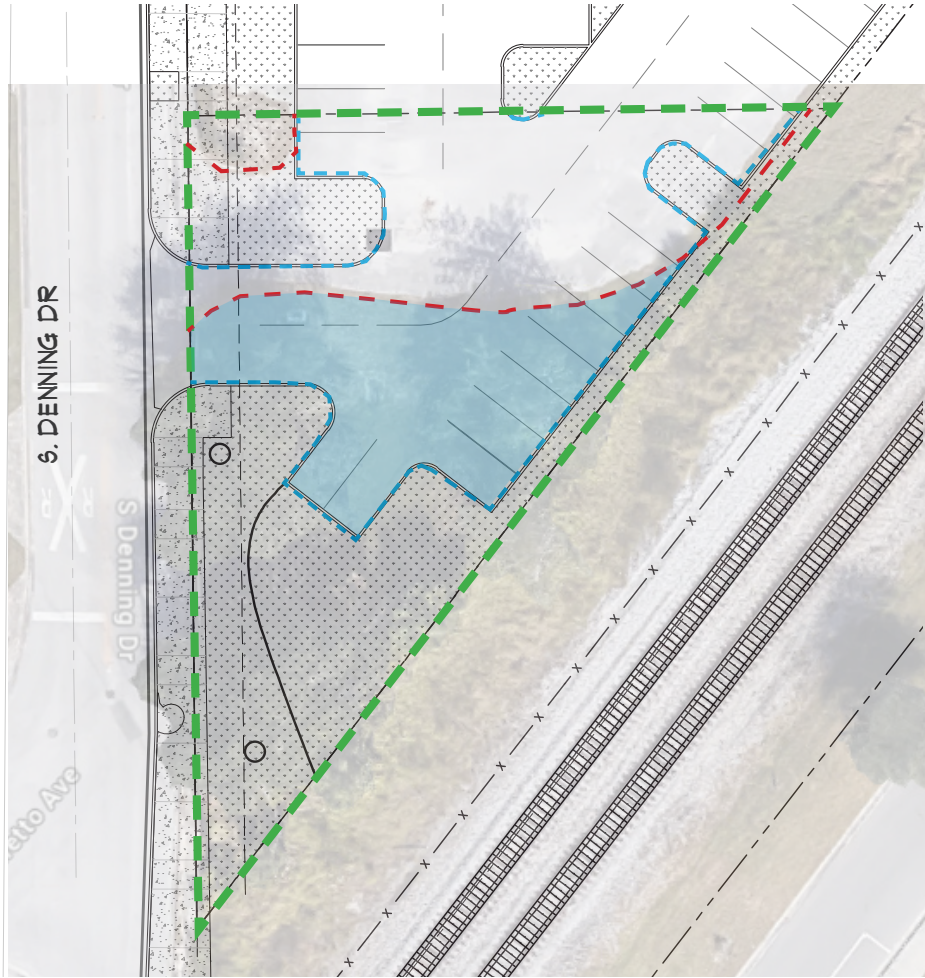












OVERLAY OF EXISTING EASEMENT AREA
WITH PROPOSED DEVELOPMENT

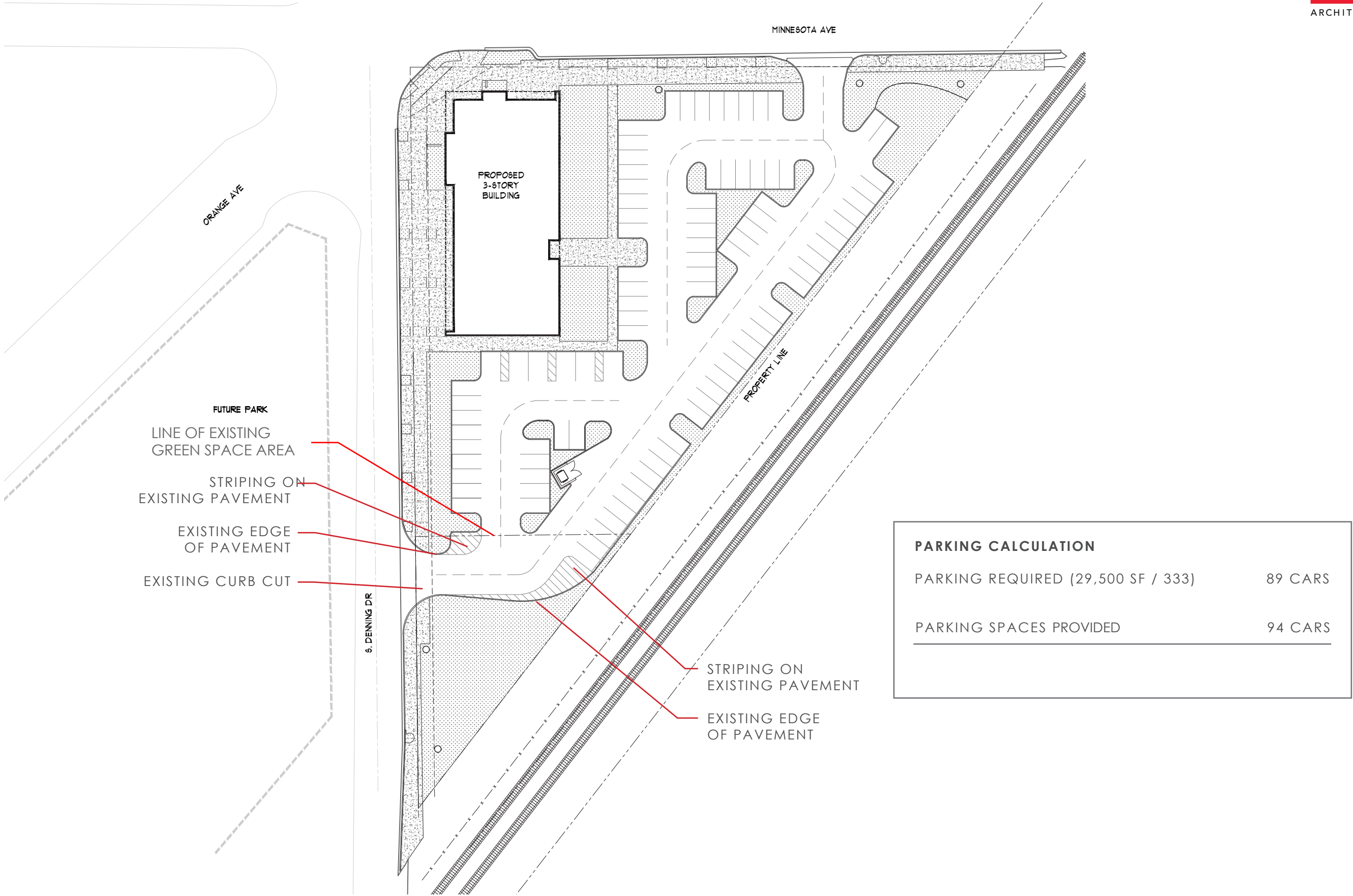
— EASEMENT AREA TOTAL	11,053 SF
--- EXISTING PAVED AREA	4,022 SF (36.4%)
--- PROPOSED PAVED AREA	5,806 SF (52.5%)
ADDED PAVED AREA	+1,784 SF

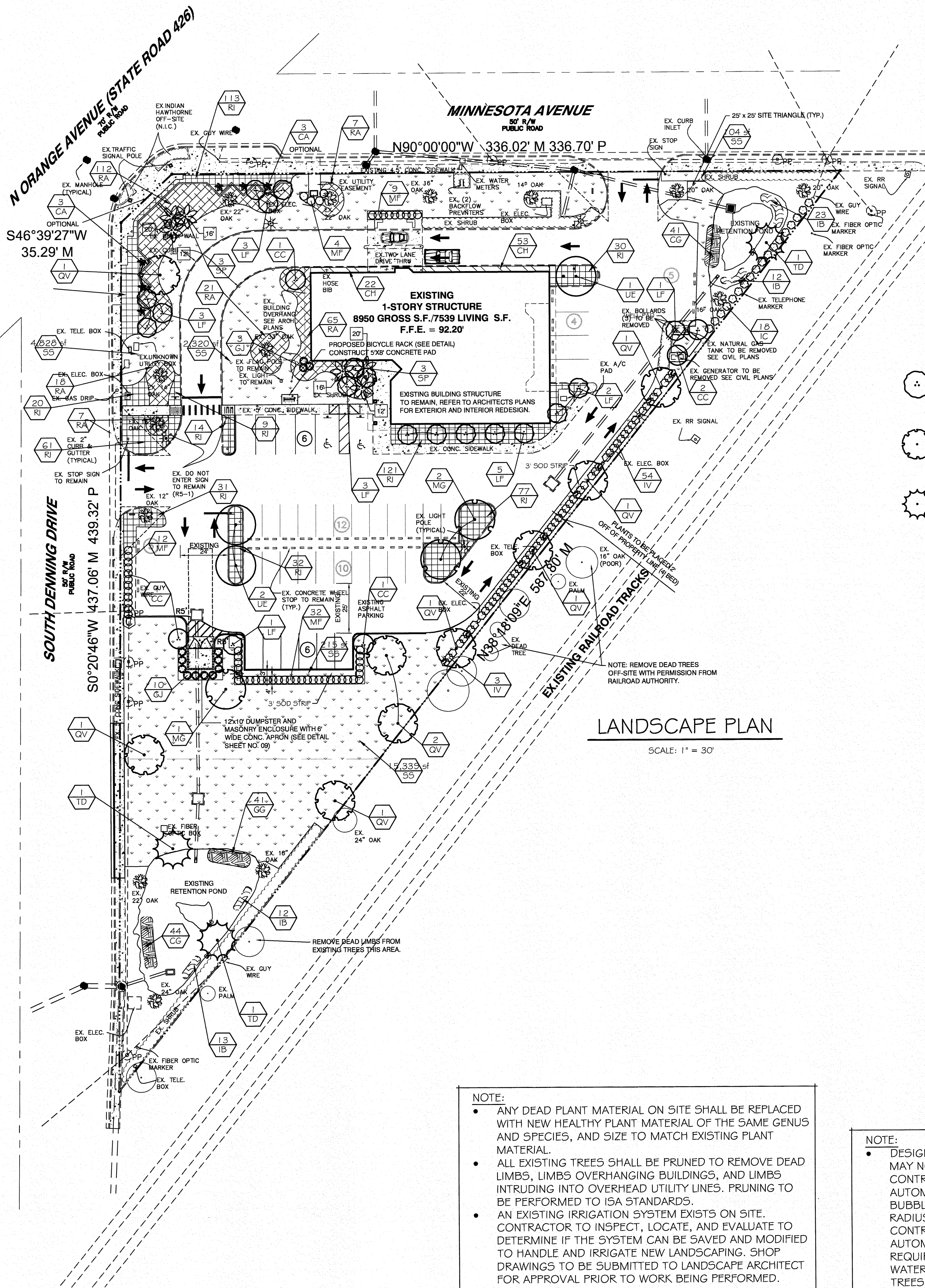
EXISTING EASEMENT

— EASEMENT AREA TOTAL	11,053 SF
--- EXISTING PAVED AREA	4,022 SF (36.4%)
EXISTING GREEN SPACE	7,031 SF (63.6%)

PROPOSED DEVELOPMENT

— EASEMENT AREA TOTAL	11,053 SF
--- PROPOSED PAVED AREA	5,806 SF (52.5%)
PROPOSED GREEN SPACE	5,247 SF (47.5%)





SITE LEGEND

- PROPOSED HANDICAP PARKING
- PROPOSED CURB
- SITE BOUNDARY LINE
- CENTER LINE OF ROAD
- RIGHT-OF-WAY
- EXISTING EDGE OF PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- EXISTING PAVEMENT/PROPOSED MILL SURFACE
- TYP TYPICAL
- HC HANDICAP
- 10 10 PARKING SPACES
- R5' 5' RADIUS
- SF SQUARE FEET

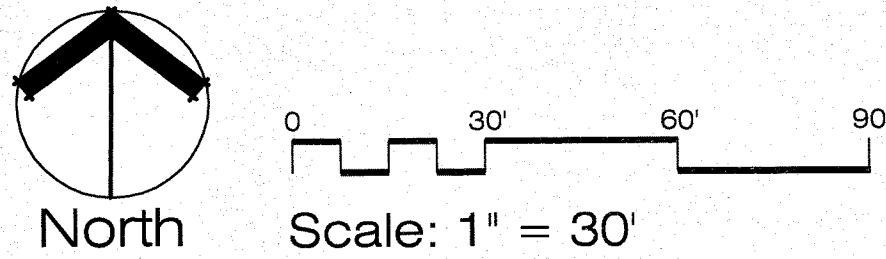
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL	COMMON	CONT	CALP	SIZE
	CC	5	Cercis canadensis	Multi-Trunk Eastern Redbud	25 gal	2.5"Cal	10' ht x 4' spd.
	LF	18	Lagerstroemia indica fauriei 'Natchez'	Multi-Trunk Japanese Grape Myrtle	25 gal	2.5"Cal	12' ht. x 3.5' spd.
	MG	3	Magnolia grandiflora	Southern Magnolia	45 gal	3"Cal	13' ht. x 4' spd.
	QV	9	Quercus virginiana	Southern Live Oak	45 gal	3"Cal	14' ht. x 5' spd.
	SP	6	Sabal palmetto	Cabbage Palm	Field Grown		12', 16', 20' C.T.
	TD	3	Taxodium distichum	Bald Cypress	45 gal	3"Cal	13' ht. x 4' spd.
	UE	3	Ulmus americana 'floridana'	Florida Elm	45 gal	3"Cal	12' ht x 5' spd.
SHRUBS	CODE	QTY	BOTANICAL	COMMON	CONT		
	CA	6	Crinum americanum	Crinum Lily	7 gal		
	GJ	13	Gardenia jasminoides	Gardenia	7 gal		
	IC	18	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	7 gal		
	IV	57	Ilex vomitoria 'Schillings'	Schillings Dwarf Youpon Holly	10 gal		
	MF	57	Michelia figo	Banana Shrub	7 gal		
SHRUB AREAS	CODE	QTY	BOTANICAL	COMMON	CONT		
	CH	75	Caladium hortulanum	Caladium	1 gal@ 24" oc		
	CG	126	Canna flaccida	Gloden Canna	1 gal@ 24" oc		
	IB	60	Iris virginica	Blue Flag Iris	1 gal@ 24" oc		
	RI	508	Rhaphiolepis indica	Indian Hawthorn	5 gal@ 36" oc		
	RA	230	Rhododendron azalea 'Duc de Rohan'	Dwarf Pink Azalea	3 gal@ 48" oc		
GROUND COVERS	CODE	QTY	BOTANICAL	COMMON	QUANTITY		
	SS	22,899 sf	Stenotaphrum secundatum	St. Augustine Grass	FM SOD		

- NOTE:
- ANY DEAD PLANT MATERIAL ON SITE SHALL BE REPLACED WITH NEW HEALTHY PLANT MATERIAL OF THE SAME GENUS AND SPECIES, AND SIZE TO MATCH EXISTING PLANT MATERIAL.
 - ALL EXISTING TREES SHALL BE PRUNED TO REMOVE DEAD LIMBS, LIMBS OVERHANGING BUILDINGS, AND LIMBS INTRUDING INTO OVERHEAD UTILITY LINES. PRUNING TO BE PERFORMED TO ISA STANDARDS.
 - AN EXISTING IRRIGATION SYSTEM EXISTS ON SITE. CONTRACTOR TO INSPECT, LOCATE, AND EVALUATE TO DETERMINE IF THE SYSTEM CAN BE SAVED AND MODIFIED TO HANDLE AND IRRIGATE NEW LANDSCAPING. SHOP DRAWINGS TO BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO WORK BEING PERFORMED.

- NOTE:
- DESIGN PLANS FOR A TREE WATERING SYSTEM MAY OR MAY NOT BE INCLUDED WITH THESE PLANS. CONTRACTOR SHALL FURNISH AND INSTALL AN AUTOMATIC TREE WATERING SYSTEM USING APPROVED BUBBLERS INSTALLED AT THE EDGE OF THE ROOTBALL RADIUS OF ALL NEW INSTALLED TREES AS PART OF THIS CONTRACT; THIS SYSTEM SHALL INCLUDE PIPE, AUTOMATIC VALVES, WIRING, FITTINGS, ETC. ALL AS REQUIRED TO PROVIDE A TEMPORARY OR PERMANENT WATERING SYSTEM FOR THE ESTABLISHMENT OF HEALTHY TREES FOR THE PROJECT.

- ALL PROPOSED PLANTING AREAS FOR TREES, PALMS, SHRUBS, AND GROUNDCOVERS SHALL BE TOP DRESSED WITH A MAXIMUM OF THREE (3) INCHES OF PINE BARK NUGGETS SPREAD UNIFORMLY IN DEPTH OVER THE PLANTING BEDS AS DELINEATED ON THE PLANS, UNLESS OTHERWISE SPECIFIED.
- ALL OTHER AREAS DESIGNATED FOR SOD SHALL BE ST. AUGUSTINE 'FLORATAM' UNLESS OTHERWISE NOTED ON PLANS.
- ALL AREAS DESIGNATED TO RECEIVE SOD AND/OR MULCH SHALL BE FIELD MEASURED BY THE LANDSCAPE CONTRACTOR.
- ALL TREES TO BE USED FOR REPLACEMENT CREDIT SHALL BE 4" CALIPER.
- CONTRACTOR SHALL HOLD BACK SOD 6' FROM EXISTING TREES TO REMAIN; FURNISH AND INSTALL 2-3" LAYER OF NATURAL LEAF MULCH TO UNSODDED AREAS AROUND THESE EXISTING TREES.



FOR PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION

AMERICAN MOMENTUM BANK
WINTER PARK, FLORIDA
LANDSCAPE PLAN

AMERICAN MOMENTUM BANK
Civil Engineers, Planners, Traffic Engineers
Landscape Architects, Environmental Engineers
2300 Curlew Road, Suite 100
Palm Harbor, Florida 34683
Tel: (727) 789-9500 Fax: (727) 784-6662
www.avdeng.com



SCALE	1" = 30'	DATE	NO.	DESCRIPTION	BY
SCALE	1" = 30'	DATE	NO.	DESCRIPTION	BY
DRAWN BY	SR	DATE	NO.	DESCRIPTION	BY
PROJ. MANAGER	SR	DATE	NO.	DESCRIPTION	BY
PROJ. #	2915-002	DATE	NO.	DESCRIPTION	BY
DATE	09/03/08	DATE	NO.	DESCRIPTION	BY
ISSUED FOR	PERMITTING	DATE	NO.	DESCRIPTION	BY
ISSUED FOR	CONSTRUCTION	DATE	NO.	DESCRIPTION	BY
ISSUED FOR	RECORD DWG	DATE	NO.	DESCRIPTION	BY

09/16/2009 03:18:45 PM Page 1 of 10
Rec Fee: \$86.50 Doc Type: EAS
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Dale A. Burket, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
450 South Orange Ave, Suite 800
Orlando, FL 32802-2809
(407) 843-4600

FOR RECORDING DEPARTMENT USE ONLY

DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS (the “Declaration”) is made as of the 15th day of September, 2009 by **AMERICAN MOMENTUM BANK**, a Florida banking corporation (the “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of fee simple title to certain real property located in Orange County, Florida more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Declarant Property**”); and

WHEREAS, Declarant purchased the Declarant Property from Progress Point, LLC, a Florida limited liability company (“Progress Point”) who retained certain property across South Denning Drive from the Declarant Property, which is more particularly described in Exhibit “B” attached hereto and made a part hereof (the “**Progress Property**”); and

WHEREAS, certain improvements and utility facilities exist on the Declarant Property which serve both the Declarant Property and the Progress Property, and Declarant desires to create certain easements for the benefit of the Progress Property and the Declarant Property, and place certain restrictions on the Declarant Property, all as more particularly set forth below.

NOW THEREFORE, for and in consideration of the premises hereof, and in order to ensure the orderly, efficient and proper development and use of the Declarant Property and the Progress Property, Declarant hereby declares that the Declarant Property shall be subject to and the Progress Property shall be benefited by the following:

1. Easement for Utility Facilities. Declarant hereby grants and creates, for the use and benefit of the Progress Property, a perpetual, non-exclusive easement over, under, across the western ten (10) feet of the Declarant Property, being immediately adjacent to South Denning Drive (“**Utility Easement Area**”) for purposes of connecting to any utility lines, including without limitation, electric power lines (both underground and overhead), gas lines, telephone,

fiber optic cables and cable television lines (“**Utility Facilities**”) presently existing or which may, in the future, be constructed upon, under or within the **Utility Easement Area**, together with the right of ingress and egress on, over, under, across and through the Declarant Property as is reasonably necessary to exercise the easement rights herein granted.

2. **Maintenance and Expenses for Utility Facilities.** Progress Point shall have no responsibility whatsoever for the construction, maintenance, repair and replacement of the Utility Facilities; however, Progress Point shall have the right, but not the obligation, to perform such construction, maintenance, repair and replacement as it deems necessary, at its own expense. Progress Point shall take no action which would operate to unreasonably interrupt or interfere with Declarant’s use of the Declarant Property or with ingress or egress to and from the Declarant Property by Declarant or its invitees. Declarant shall take no action which would operate to unreasonably interrupt, interfere or terminate Progress Point’s use of the Utility Facilities. Progress Point will at its own expense repair any damage to the Declarant Property and any improvements or landscaping thereon which is caused by Progress Point’s use of the Utility Easement Area or from the construction, maintenance, repair and replacement of the Utility Facilities by Progress Point. If Progress Point fails to properly repair any such damage, Declarant shall have the right, but not the obligation, upon ten (10) days prior written notice to Progress Point, to make such repairs, all at Progress Point’s sole cost and expense. Progress Point shall promptly reimburse Declarant for such expenses reasonably incurred by Declarant, within thirty (30) days following presentation of invoices relating to same. Notwithstanding anything contained herein to the contrary, in no event shall Progress Point construct or allow to be constructed any new permanent above-ground structures or facilities in the Utility Easement Area without Declarant’s prior written consent, which shall not be unreasonably withheld by Declarant; however, such prohibition shall not prevent Progress Point from replacing any above-ground structures with replacement structures of a similar or less visible nature.

3. **Future Modifications to Utility Facilities.** Declarant agrees not to make any changes or modifications to the Utility Facilities that may interfere with the normal operation, maintenance or repair of the existing Utility Facilities without the prior written consent of Progress Point, which consent shall not be unreasonably withheld or denied.

4. **Green Space Restriction.** Declarant hereby declares that certain property located on the Declarant Property and more particularly described on **Exhibit “C”** attached hereto and by this reference made a part hereof, as a permanent and perpetual “green space” (“**Green Space**”) for the mutual and exclusive benefit of Declarant and Progress Point, wherein Declarant shall construct those certain plant materials and design more particularly set forth in that certain landscape plan designated as sheets “L2” and L3” on those certain Construction Plans prepared by Avid Group and dated September 3, 2008 under Project Number 2915-002 (the “Landscape Plans”) which have been previously approved by Progress Point, or as Declarant and Progress Point may in the future agree in writing. Declarant shall not erect any vertical improvements, parking areas or paved areas of any kind within any portion of the Green Space, without Progress Point’s prior written consent, which consent shall not be unreasonably withheld by Progress Point. As of the date of this Declaration, there is a retention pond located in the Green Space. Declarant at all times shall have the right to continue to maintain and use the retention area in the Green Space in compliance with any applicable governmental laws, codes or regulations. In

furtherance of the terms and provisions of this Section, Progress Point has consented to certain matters with respect to a portion of the Green Space, which consent is contained in that certain letter to Declarant dated September 15, 2009, a copy of which attached hereto as Exhibit "D".

5. Maintenance of Green Space. Declarant shall be responsible for and agrees to perform all construction, installation, maintenance, repair and replacement necessary or required in order to keep and maintain the Green Space in accordance with all applicable governmental rules, regulations, laws statutes, ordinances and permits, and in accordance with the Landscape Plans. Such maintenance, repair and replacement shall include, without limitation, regular irrigation, inspection and reasonable landscape maintenance, including the replacement of all plant and grass materials that have deteriorated. If Declarant fails to properly maintain the Green Space, Progress Point shall have the right, but not the obligation, upon ten (10) days prior written notice to Declarant, to perform such maintenance, repair and/or replacement, all at Declarant's sole cost and expense. Declarant shall promptly reimburse Progress Point for such expenses reasonably incurred by Progress Point, within thirty (30) days following presentation of invoices relating to same.

6. No Public Rights Created. Nothing herein shall create or be construed to create any rights in or for the benefit of the general public or any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any owner hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

7. Indemnification. Declarant and Progress Point each shall indemnify, defend, and hold each other harmless from and against any and all liability, claims, demands, damages, actions, causes of action, fines, fees, penalties, suits or proceedings of any kind or nature, including attorneys' fees and costs (including attorneys' fees in appellate proceedings), for injury or death to person, damage to property, or other damage or loss arising out of the failure of the indemnifying party to abide by the terms of this Agreement or arising out of the entry upon the property described herein or the use of the Utility Facilities by the indemnifying party or its agents, employees, contractors, members, guests, successors or assigns pursuant to the terms of this Agreement.

8. Modification. This Agreement may be amended only by a written instrument executed by Declarant and Progress Point and recorded in the public records of Orange County, Florida.

9. Binding Effect. The terms and provisions of this Agreement shall constitute covenants running with the title to the Declarant Property and the Progress Property and shall be binding upon and inure to the benefit of the owners of the Declarant Property and the Progress Property and their respective heirs, successors, assigns and beneficiaries.

10. Attorneys' Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Declaration or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection

therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment.

11. Governing Law; Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action relating to this Agreement shall be the State Courts in and for Orange County, Florida.

12. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

13. Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind, or otherwise terminate this Declaration. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Declarant has executed this Declaration in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

DECLARANT:

AMERICAN MOMENTUM BANK,
a Florida banking Corporation

By: [Signature]
Name: Rita J. Lowman
Title: EVP
Date: September 15, 2009

Purchaser's Federal Tax Id: 16-1764661

[Signature]
Signature of Witness
Lisa Robertson
Printed Name of Witness

[Signature]
Signature of Witness
Jen Saylor
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1 day of September, 2009, by Rita Lowman, as EVP of American Momentum Bank, a Florida banking corporation. She/he is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]

Notary Public Signature

Amy Grimming
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD598918



JOINDER OF PROGRESS POINT

Progress Point joins in and executes this Declaration in order to acknowledge Progress Point's agreement as to the rights and obligations of the parties as set forth herein.

Signed, sealed and delivered in the
Presence of the following witnesses:

Cathleen J. Weidner
Signature of Witness
Cathleen J. Weidner
Printed Name of Witness

Sara Jenkins
Signature of Witness
Sara Jenkins
Printed Name of Witness

PROGRESS POINT, LLC, a Florida
limited liability company

By: **DENNING INVESTMENTS,**
LLC, a Florida limited liability
company, Managing Member

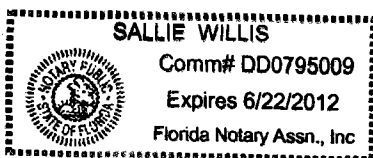
By: **JDS HOLDINGS, LLC**, a Florida
limited liability company, Manager

By: James M. Schreff, Jr.
Name: James M. Schreff, Jr.
Title: Chairman, CEO
Date: September 15, 2009

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of August, 2009, by James M. Schreff, Jr., as Chairman, CEO **JDS Holdings, LLC**, a Florida limited liability company, as Manager of **Denning Investments, LLC**, a Florida limited liability company, which company is and executed on behalf of the Managing Member of **Progress Point, LLC**, a Florida limited liability company. He/~~She~~ is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Sallie Willis
(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: DD0795009

EXHIBIT "A"

DECLARANT PROPERTY

Lots A, 1, 2 and 4, being all of Block 101, of OVERSTREET TURPENTINE CO.'S REVISED DIVISION, according to the plat thereof, as recorded in Plat Book F, Page 73, Public Records of Orange County, Florida, Less road right of way for Orange Avenue (S. R. 426, a 70 foot right of way).

EXHIBIT "B"

PROGRESS PROPERTY

Parcel B

Lots 118 through 132, inclusive THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the map or plat thereof recorded in Plat Book "E", Page 14, of the Public Records of Orange County, Florida, LESS road right of way.

Parcel C

Lots 164 through 173, inclusive THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the map or plat thereof recorded in Plat Book "E", Page 14, of the Public Records of Orange County, Florida, LESS road right of way.

Parcel D

Lots 134, 135, 136, 137 and 138, THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the map or plat thereof recorded in Plat Book "E", Page 14, of the Public Records of Orange County, Florida, LESS road right of way.

Parcel E

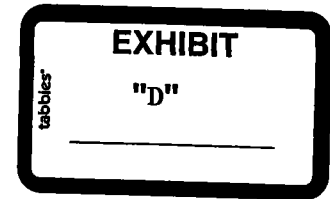
Lot 133, THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book E, Page 14, Public Records of Orange County, Florida.

EXHIBIT "C"

GREEN SPACE

A PARCEL OF LAND BEING A PORTION OF LOTS 2 AND 4 OF OVERSTREET TURPENTINE CO.'S REVISED DIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH CORNER OF LOT 4 OF OVERSTREET TURPENTINE CO.'S REVISED DIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE N00°20' 46" E, A DISTANCE OF 167.10 FEET; THENCE S89°39'14" E, A DISTANCE OF 130.35 FEET; THENCE S 38°18'10"W, A DISTANCE OF 211.93 FEET TO THE POINT OF BEGINNING.



September 15, 2009

American Momentum Bank
 Attention: Rita J. Lowman
 Executive Vice President
 4830 West Kennedy Boulevard, Suite 200
 Tampa, FL 33609

Re: Declaration of Easements and Restrictions dated as of September 15, 2009 executed by American Momentum Bank (the "Declarant") and benefiting Progress Point, LLC ("Progress Point") and certain property described therein owned by Progress Point (the "Progress Property")

The undersigned, being the party identified as Progress Point in the referenced Declaration of Easements and Restrictions (the "Declaration"), recognizes that a portion of the property described therein as "Green Space" (the "Affected Green Space Portion") also lies within the area described in Exhibit "B" of that certain Declaration of Restrictive Covenant executed by Progress Point, LLC and the Florida Department of Environmental Protection, dated July __, 2009 and recorded on August 31, 2009 in Official Records Book 9926, Page 3627 of the Public Records of Orange County, Florida (the "DEP Restriction").

The DEP Restriction provides in Section 2.a. thereof, in part, that the property described on said Exhibit "B" thereto "shall be permanently covered and maintained with two (2) feet of clean and uncontaminated soil or a non-pervious surface material, such as asphalt or concrete ..." The Declaration provides in Section 4 thereof, in part, that "Declarant shall not erect any vertical improvements, parking areas or paved areas of any kind within any portion of the Green Space, without Progress Point's prior written consent ..."

To the extent of any conflict between the DEP Restriction and the Declaration or the Landscape Plans (as defined in the Declaration) with respect to Declarant's maintenance and use of the Affected Green Space Portion, Progress Point hereby consents to Declarant's maintenance and use of the Affected Green Space Portion in accordance with the terms and conditions of the DEP Restriction. Any successor in interest to Declarant shall be entitled to rely on the foregoing consent of Progress Point.

PROGRESS POINT, LLC,
 a Florida limited liability company

By: **DENNING INVESTMENTS,**
LLC, a Florida limited liability
 company, as Managing Member

By: **JDS HOLDINGS, LLC,** a
 Florida limited liability
 company, as Manager

By: *John D. Crumrine*
 Name: John D. Crumrine
 Title: Executive Director





Planning & Zoning Board

agenda item

item type

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

meeting date

February 6, 2024

prepared by

Jeffrey Briggs, Director of Planning and Zoning

approved by

Jeffrey Briggs, Director of Planning and Zoning

subject

Request of Andrea Jacobs on behalf of the Villa Vienda Condominium at 221 Holt Avenue for: Conditional Use approval to allow for the six existing condominiums to be used as a bed and breakfast, zoned R-3.

APPLICATION WITHDRAWN FOR RE-ADVERTISING

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments

None