



City Commission Regular Meeting

Agenda

June 22, 2022 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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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. Meeting Called to Order**2. Invocation**

- a. [Reverend Alison Harrity, St. Richard's Episcopal Church.](#) 1 minute

Pledge of Allegiance**3. Approval of Agenda****4. Mayor Report****5. City Manager Report**

- a. [Meet Your Department: Natural Resources and Sustainability](#) 10 minutes

6. City Attorney Report**7. Non-Action Items****8. Public Comments | 5 p.m. or soon thereafter**

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)
(Three minutes are allowed for each speaker)

9. Consent Agenda

- a. [Approve the minutes of the regular meeting, June 8, 2022](#) 1 minute
- b. [Approve the minutes of the work session, June 9, 2022](#) 1 minute
- c. [Approve the following formal solicitations:](#) 1 minute
1. Gresco - IFB16-22 - 3PH Transformers; Amount: \$250,000
 2. Gresco - IFB17-22 - 200 Amp Padmount Switchgears; Amount: \$125,000
- d. [Approve the following piggyback contract:](#) 1 minute
1. Granite Inliner, LLC - City of Casselberry Contract #RFP-2019-0467 - Sewer, Manhole & Lift Station Wet Well Rehab; Amount: \$300,000 for services on an as-needed basis.
- e. [Approve the following contracts:](#) 1 minute
1. Yang, Inc. - IFB13-19A - Electrician Services; Amount: \$80,000 for services on an as-needed basis.
 2. SGM Engineering, Inc. - RFQ9-19A - Professional MEP Engineering Services; Amount: \$75,000 for services on an as-needed basis.

3. Calvin, Giordano & Associates, Inc. - RFQ9-19B - Professional MEP Engineering Services; Amount: \$75,000 for services on an as-needed basis

- f. Approve 180-day extension of the Broadband and Smart City Ad-Hoc Committee. 1 minute
- g. Approve consensus reached at June 9 joint work session between City Commission and Utilities Advisory Board to not increase electric rates for the purpose of providing additional funds for the undergrounding of residential service lines. 1 minute

10. Action Items Requiring Discussion

- a. Boat Length Regulation 5 minutes
- b. Policy discussion on requests for work sessions. 20 minutes

11. Public Hearings: Quasi-Judicial Matters

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

- a. Request of PRN Real Estate & Investments, Ltd. for Conditional Use approval to redevelop the property at 1133 W. Morse Blvd. with a 16,500 square foot, two-story, office/showroom/warehouse building, zoned C-3. 20 minutes
- b. Request of CentreCorp Inc. for Conditional Use approval to redevelop the property at 220 N. Orlando Avenue with a 5,297 square foot, one-story, office/showroom/warehouse building, zoned C-3. 20 minutes
- c. Request of Charles Veigle, Sr. and Kathleen Greene for: 30 minutes
- Ordinance - to amend the comprehensive plan map to change the future land use designation of Office to Single Family Residential on the property at 2525 Audrey Avenue (1st reading)
 - Ordinance - to amend the official zoning map from Office (O-1) zoning to Single Family (R-1AA) zoning on the property at 2525 Audrey Avenue, (1st reading)
 - Subdivision plat approval to divide the property at 2525 Audrey Avenue into three single family home lots.

12. Public Hearings: Non-Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in person.)

- a. Ordinance 3246-22: Authorizing sale of property west of Swoope Avenue (2nd reading) 5 minutes

13. City Commission Reports

14. Summary of Meeting Actions

15. Adjournment



City Commission **agenda item**

item type Invocation	meeting date June 22, 2022
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Reverend Alison Harrity, St. Richard's Episcopal Church.

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date June 22, 2022
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Meet Your Department: Natural Resources and Sustainability

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Consent Agenda	meeting date June 22, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, June 8, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin20220608.pdf](#)



City Commission Regular Meeting Minutes

June 8, 2022 at 3:30 p.m.

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

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada and Todd Weaver; City Manager Randy Knight; City Attorney Kurt Ardaman; City Clerk Rene Cranis

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:31 p.m.

2) Invocation

Pastor John Evans, Action Church, gave the invocation followed by the Pledge of Allegiance.

3) Approval of Agenda

Motion made by Mayor Anderson to approve the agenda; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

4) Mayor Report

Mayor Anderson announced that the Rollins College baseball team advanced in the National Championship. Commissioner DeCiccio announced that the Winter Park High School women's crew team and the men's volleyball team won state championships.

5) City Manager Report

Mr. Knight said he and Mayor Anderson met with Orange County representatives to discuss regional topics including expansion/extension of the CRA. Representatives were open to the concept and follow-up meetings will be held with Orange County. With a Commission work session scheduled to discuss the CRA, he asked that the Commission consider the benefits of expansion of the boundaries and extension of the CRA.

6) City Attorney Report

Commissioner DeCiccio reported on the recent Supreme Court case regarding the City of Boston's denial of a request by a Christian group to fly a flag and suggested reconsideration of the city's banner policy. City Attorney Ardaman cited another recent case and said he will review.

7) Non-Action Items

8) Public Comments | 5 p.m. or soon thereafter (taken after Item 12 a)

9) Consent Agenda

- a. Approve the minutes of the regular meeting, May 25, 2022. (Removed by Mayor Anderson)
- b. Approve the following piggyback contracts:
 - 1. Miller Electric Company - Osceola County Contract #RFP-21-12227-TP - Video Surveillance, Maintenance & Installation; for services on an as needed basis during the term of the Agreement, contract term through April 30, 2024; Amount: \$500,000
 - 2. KMG Fence, LLC - City of Orlando Contract #IFB20-0418 -Fence Repair, Replacement and Installation; for services on an as needed basis during the remainder of the current term of the Agreement, contract term through October 04, 2023; Amount: \$200,000
- c. Approve the following contracts:
 - 1. Sternberg Lanterns - SS22-42 - Decorative Streetlighting; for goods on an as-needed basis during the remainder of the current term of the Agreement through October 1, 2022; Amount \$100,000
 - 2. Gerhartz and Associates, LLC - RFQ16-12 -Amendment 9 - Continuing Contract for GIS Services; for services on an as needed basis during the term of the Agreement through September 30, 2025; Amount: \$280,000
- d. Sale price agreement for 654 Selkirk Dr.

Mayor Anderson removed Item a for clarification.

Motion made by Commissioner Weaver to approve the Consent Agenda except Item a; seconded by Commissioner DeCiccio. There were no public comments.

Motion carried unanimously with a 5-0 vote.

Item a: **Motion made by Mayor Anderson to amend the motion on Page 6 to read “grass block” and changing all references on Pages 10-12 to net zero carbon dioxide to “100% net zero carbon dioxide” to be consistent with OUC’s definition; seconded by Commissioner Sullivan. Motion carried unanimously with a 5-0 vote.**

10) Action Items Requiring Discussion

- a. Direction on the Historic Rehabilitation Grant Program.

Director of Planning and Transportation Jeff Briggs spoke about the historic preservation grant program and advised that there is no funding to award grants to the current applicants. Staff is recommending reducing the grant amount from \$25k to \$12,500 for FY 23 and is requesting \$100k to fund four pending applications in FY22 at

\$25k each. He clarified that for FY 22, two applications have been funded at \$25k each, two others are ready for approval pending funding, and there are two in the application process, which leaves a shortfall of \$100k for FY 22.

Discussion followed on sources of additional funding (reserves or ARPA) for FY 22 and number of grants and grant amounts for FY 23. Mr. Knight suggested that it be made clear that grants are on a first-come, first-served basis and while funds are available.

Motion made by Mayor Anderson to fund \$90k in the FY 23 budget, set grant awards at \$18k each, and allocate \$100k from ARPA funds to fund the four pending applications in FY 22; seconded by Commissioner Weaver. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

b. Work Session Schedule

Mr. Knight advised of a request from attorney Becky Wilson for a work session related to the proposed Restoration Hardware project on 17-92 at the site of the former proposed Henderson Hotel.

Commissioner Weaver expressed his reluctance to schedule work session since he was advised by area residents that the properties have not been assembled and expressed his concern about setting a precedent.

Mayor Anderson disclosed he spoke with applicant and Ms. Wilson. He questioned whether this is a policy matter for certain land use changes and whether a work session is the right way to flush out that policy question.

Mr. Ardaman said the commission could have a work session to discuss the future of that area or have the applicant proceed through the formal application process.

Commissioner DeCiccio said she has spoken with Ms. Wilson and Restoration Hardware representatives and understands that they are looking for direction. She feels it is a good opportunity to hear the plans and to provide direction.

Mayor Anderson said he feels discussion needs to take place in a public forum with public comment. Following a brief discussion on the project, Mayor Anderson suggested that a policy discussion be placed on an upcoming next agenda before discussing details of the project.

Commissioner Sullivan disclosed he met with Ms. Wilson. He said a discussion and policy is needed on whether the commission could or should review conceptual projects without a formal application. Discussion was held on options for a work session and community meetings. Mr. Ardaman advised members of the Planning and Zoning Board and City Commission board members not to enter into any discussion, offer comments or ask questions at a community meeting unless it is advertised as public meeting and minutes are taken.

Consensus was to suggest to the applicant that they hold community meetings, including the Planning and Zoning Board and Commission members and to place policy discussion the next commission agenda

Mayor Anderson asked whether bike/pedestrian pathways will be part of the work session on parks projects on July 28th or the October work sessions on traffic, mobility and parking. Mr. Knight stated that parks work session is intended to be about major parks but could add the discussion on bike/ped paths. Mayor Anderson suggested adding a brief discussion on bike/pedestrian paths to the parks work session.

Motion made by Commissioner DeCiccio to approve the work session schedule; seconded by Commissioner Cruzada. Motion carried unanimously with a 5-0 vote.

The meeting was recessed at 4:25 p.m. and reconvened at 4:37 p.m.

11) Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in-person.)

12) Public Hearings: Non-Quasi-Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)

a. Ordinance: Notice-To-Dispose (NOD) of Swoope Property (1st reading)

Division Director of Office of Management and Budget Peter Moore gave a presentation on the history of property use and the process leading to the decision to consider disposal of the property. He outlined the city's goal to consolidate parks services equipment, repurpose the existing maintenance facility for a columbarium which would generate revenue, remove of the shed in Central Park and the Quonset Hut that sits on golf course property. He explained the Notice of Disposal process and reviewed the proposals received from Saltmarsh 7th Generation and Elevation Financial Group. He showed comparison of taxable value and impact to taxable revenue. Staff recommends moving forward with the Elevation Group Proposal.

He responded to questions explaining each contract has information about the proposed project and also has language stating that the contract does not give approval to the project, but must go through the approval process. Mr. Ardaman added that Exhibit B is a concept plan and the contract states the commission is not obligated to grant any approvals and is subject to approval processes. He stated that four affirmative votes are required to sell property and also for certain comp plan changes and possibly rezoning since the property is designated PQP.

Mayor Anderson recalled prior discussions regarding building height and said he would prefer a height limitation rather than story/level limitation. He addressed Section 10 of contract requiring commencement of construction within five years from the closing

date and asked about the possibility of a buy-back or right-of-first refusal or other option if the buyer were to back out without building.

Mr. Moore said the applicant would have to respond to that question. He said he understands that Elevation intends to make this part of their office park concept and move their headquarters. Mr. Ardaman added that a buy back provision was initially suggested but was rejected by the applicant and resulted in the clause in Section 10. The clause would be dependent upon agreement by Elevation.

Commissioner Weaver commented on the fire access to the south (western border of RR) and said a larger (50-foot) radius is needed to accommodate fire vehicle access.

Ben Friedman, attorney with Elevation, shared details about their involvement in this process, changes and evolution of their proposal and spoke about city goals accomplished with this proposal. He agreed with Commissioner Weaver's comments regarding the need to provide circular access for emergency vehicles. He noted their agreement to go through the normal approval process.

Motion made by Mayor Anderson to move forward with the Elevation proposal with the following modification before second reading: inclusion of a right of first offer or right of first-refusal clause in the contract; seconded by Commissioner DeCiccio.

Commissioner Weaver suggested including the city's offer for replacement of the parking back to Elevation that the city would be taking over as a result of relocating the maintenance facility if the project is not built and a 50-foot radius for emergency vehicles.

Attorney Ardaman read the ordinance by title. There were no public comments.

Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote

8) Public Comments | 5 p.m. or soon thereafter

12) Public Hearings: Non-Quasi-Judicial Matters (continued)

- b. ORDINANCE 3245-22 - AN ORDINANCE OF THE CITY OF WINTER PARK FLORIDA, AMENDING DIVISIONS 1 AND 2 OF CHAPTER 2, ARTICLE III OF THE CITY OF WINTER PARK CODE OF ORDINANCES REGARDING SUBSIDIARY CITY BOARDS AND THE MEMBERSHIP, FUNCTIONS, DUTIES AND PROCEDURES OF SUBSIDIARY CITY BOARDS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Ardaman read the ordinance by title.

Commissioner DeCiccio, said she feels Numbers 2 and 3 under Item (r), Order and Decorum, are subjective and are not needed based on Number 1. Mr. Ardaman suggested that Numbers 2 and 3 could be deleted and adding "and not disrupt proceedings" at the end of Number 1.

There were no public comments.

Motion made by Commissioner DeCiccio to adopt the ordinance amending Item (r) by deleting Numbers 2 and 3 and adding at the end of Numbers 1 and 4 "and not disrupt the proceedings"; seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver voted yes. Motion carried unanimously with a 5-0 vote.

13) City Commission Reports

Commissioner Sullivan -

- Spoke about the Uvalde, Texas, school shooting and gun violence and questioned what the city could do to help protect the community. He cited state laws that preempt the city from taking action to suppress gun violence; in particular the city cannot ban guns by persons with a concealed weapon permit in certain locations such as the Library and Events Center and Community Center. He asked for a work session in the near future to consider some legal steps to curb gun violence and to consider some critical gun safety steps that he feels are critical, but are currently preempted.

Commissioner DeCiccio suggested that the Police Department be included to provide guidance on what can be done. Commissioner Sullivan concurred.

Mayor Anderson said this is evolving fast and it is wise to have work session on what is available to us but is best done in the context of some pending legislative decisions and should be more educational and exploratory than policy setting.

Commissioner Weaver spoke about the strict gun regulations in Germany and encouraged voters to consider candidates based on their position on gun reform.

Consensus was for an educational work session after state and supreme court decisions are released. Mayor Anderson said it would helpful to understand support of schools.

Commissioner DeCiccio -

- Said the Rotary Club is celebrating its 75th year and will sending information to the city for a proclamation.

Commissioner Cruzada -

- Gave an update on the rezoning of 2300 S. Semoran Blvd, scheduled for Orange County's Planning and Zoning Board on July 19th and said he will provide dates of a potential community meeting.

14) Summary of Meeting Actions

- City Attorney to review banner policy.
- Approved the Consent Agenda with amendments to the May 25th minutes.
- Approved \$100k for FY 22 historic preservation grant program from ARPA funds, directed staff to include \$90k in the FY 23 budget at a grant award of \$18k.
- Staff to suggest to the developer of the Restoration Hardware project to hold a community meeting and allow Commission and Planning and Zoning members to attend. Place policy discussion on the next agenda.
- Approved work session schedule.
- Approved contract with Elevation Financial for the Swoope property.
- Adopted the advisory board ordinance with amendment.
- Schedule work session on gun regulations after rulings from state and Supreme Court.

15) Adjournment

The meeting adjourned at 5:37 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis, CMC



City Commission **agenda item**

item type	Consent Agenda	meeting date	June 22, 2022
prepared by	Rene Cranis	approved by	Michelle del Valle, Randy Knight
board approval	Completed		
strategic objective			

subject

Approve the minutes of the work session, June 9, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin20220609.pdf](#)



City Commission Work Session Minutes

June 9, 2022, at 1:00 p.m.

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

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver; City Manager Randy Knight; and City Clerk Rene Cranis. Also present: Director of Utilities Dan D'Alessandro, and Director of Finance Wes Hamil.

Utility Advisory Board Members: Chairman Michael Poole, Mary Dipboye, Leon Huffman, Paul Conway, and Linda Lindsey. Absent: Alison Yurko and Fred Guitton.

1) Call to Order

Mayor Anderson called the meeting to order at 1:03 p.m.

2) Discussion Item(s)

- a. Discussion of funding for undergrounding efforts including residential service lines.

Mayor Anderson stated the focus of this work session will be on funding, timelines for the undergrounding project and the modified scope of residential service drops. He thanked the UAB members for their review of the scope for undergrounding which was modified based on their recommendations. He noted that significant world events occurred directly after the modifications were made and have impacted global supply chains and how the projects will be funded.

Mr. Poole stated that the board understands why funding considerations need to be made and explained how fuel inflation is impacting customers with increased rates. He spoke about the impact of the shortage of materials and backorders on the timeline for the undergrounding project and noted that staff has indicated a revised completion date in 2026. He said he no longer feels the 2026 target date is realistic and would like to work with staff on the timeline and find funding for secondary loans to complete the project.

Mayor Anderson said he believes the commission does not want to pass on a rate increase at this time. Mr. Poole stated that the board agrees and consensus was not to increase rates.

Commissioner Weaver asked if slipping the underground schedules is consistent with supply chain issues and if there is any other recourse. Mr. D'Alessandro stated that regardless of budget, supply chain issues will slow progress and dates will slip unless there are drastic changes.

Mayor Anderson spoke about the “pay as you go” model and issues related to inflationary impact, time constraints, rapid inflation, and increasing cost of transformers. He asked if the city should consider borrowing money at 4.5% to buy materials now. Mr. D'Alessandro advised that the city has already tried to purchase materials in mass quantities and outlined issues with supply and demand costs. He stated materials are becoming harder to get and that the FMPA is working on the city's behalf and other municipalities in the state to get better access to supplies. The issue is not the cost, but the timing for delivery of supplies, which, for transformers is 54 weeks.

In-depth discussion followed on supply chain delays and inflation. Mayor Anderson raised the question of whether the city should have a line of credit for \$2 - \$3M to stockpile supplies once they are available. Mr. Knight explained that the budget isn't affected until inventory is pulled. Further discussion was held on how world events such as the war in Ukraine will affect supply and demand as Ukraine rebuilds in the aftermath. Mr. D'Alessandro added that the city has enough transformers to carry the project through 2023 and hopes that based on current delivery times the city will have enough through 2024. He stated that staff continues to try to advance load and work with vendors to hold supplies.

Mr. Knight stated that he is asking for a flexibility to shift to service drops if supplies are not available and return to the undergrounding project when supplies are available. He stated that there is no way to determine how long the delay in the schedule. He said having more money would only guarantee the service drops being done sooner. Mr. D'Alessandro explained that pricing is merely a projection at this time and final pricing will be based on demand when supplies are available.

Mayor Anderson summarized that the core undergrounding project is being affected by material (transformers) constraints not financial constraints for increasing inventory when supplies are available. Mr. D'Alessandro discussed labor issues and explained that it has been difficult to get line people to do the work.

In-depth discussion followed on the \$8M reserved for the undergrounding project, whether the city should borrow money to accelerate the service drops project, impacts on the timeline, and challenges with moving forward with the service drop project before the undergrounding is completed.

After the discussion, Mayor Anderson summarized that the city has enough inventory available to move the project through the end of 2023. He stated that once the additional inventory is available the city can address labor issues and determine how to move forward. Further discussion was held on different scenarios related to debt service, budget, cash reserves, and rates.

Commissioner Sullivan expressed concern about public perception and feels the city should disseminate information on the progress of the projects to the public.

Following discussion on the timeline, labor, and supply constraints, Mayor Anderson stated that as soon as materials are available the city will do everything it can to accelerate and achieve completion of the projects as close to 2026/2027 as possible.

Responding to Commissioner Cruzada, Mr. D'Alessandro explained that the inventory is turning over regularly, but he is holding back some materials for emergencies. He explained that supplies are not available and the FMPA is working on the city's behalf to try to pool resources within the state to create a municipal storeroom.

Commissioner Weaver noted the city's efforts to move to 100% renewable energy in the future and spoke about the advantages of solar power. He asked that the commission and board consider ideas by which the city can supply substantial amounts of power locally.

Commissioner DeCiccio asked if it would make sense to restructure bonds to lower rates now. Mr. Poole said that the staff would have to run calculations to determine whether the rates could be lowered significantly enough to make it worth doing. Mr. Poole agreed with Commissioner Weaver regarding alternative energy solutions and provided examples of ways the city can enter the solar panel business and generate revenue to fund its utility.

Discussion followed on the process for service drops and electrician costs. Mr. D'Alessandro noted that the cost for electrical upgrades was incorporated into the proposal for the project. He added that 30 to 33% of underground services checked thus far will require further work by a technician.

Mayor Anderson summarized that the consensus is not increase rates increase and commission will take formal action in its next meeting. Staff will inform the public that supply constraints and increased fuel costs will cause the project extend beyond the 2026 completion date, but that the city has the financial strength to stockpile materials and will recover lost time as much as possible. Staff will review whether it makes sense for the city to refinance its debt.

3) Adjournment

The meeting adjourned at 2:05 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date June 22, 2022
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following formal solicitations:

item list

1. Gresco - IFB16-22 - 3PH Transformers; Amount: \$250,000
2. Gresco - IFB17-22 - 200 Amp Padmount Switchgears; Amount: \$125,000

motion / recommendation

1-2: Commission approve items as presented and authorize the Mayor to execute agreements.

background

1-2: A formal solicitation process was conducted to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date June 22, 2022
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contract:

item list

1. Granite Inliner, LLC - City of Casselberry Contract #RFP-2019-0467 - Sewer, Manhole & Lift Station Wet Well Rehab; Amount: \$300,000 for services on an as-needed basis.

motion / recommendation

Commission approve item as presented and authorize the Mayor to execute the Agreement.

background

1: A formal solicitation process was conducted by the originating agency to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission agenda item

item type Consent Agenda	meeting date June 22, 2022
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following contracts:

item list

1. Yang, Inc. - IFB13-19A - Electrician Services; Amount: \$80,000 for services on an as-needed basis.
2. SGM Engineering, Inc. - RFQ9-19A - Professional MEP Engineering Services; Amount: \$75,000 for services on an as-needed basis.
3. Calvin, Giordano & Associates, Inc. - RFQ9-19B - Professional MEP Engineering Services; Amount: \$75,000 for services on an as-needed basis

motion / recommendation

Commission approve items as presented and authorize Mayor to execute the agreements.

background

1-3: A formal solicitation process was conducted to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date June 22, 2022
prepared by Parsram Rajaram	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve 180-day extension of the Broadband and Smart City Ad-Hoc Committee.

motion / recommendation

Approve item as presented.

background

On July 28, 2021, the Commission approved Ordinance 3210-21 establishing a Broadband and Smart City Ad-Hoc Committee. Staff is recommending extension of term of the Broadband and Smart City Ad-Hoc Committee by an additional 180 days from July 24, 2022 to allow adequate time for the Committee to present recommendations to the City Commission. Per Section 3 of the Ordinance, the term of this Committee can be extended by majority vote of the City Commission.

alternatives / other considerations

Investment in Public Assets and Infrastructure

fiscal impact



City Commission **agenda item**

item type Consent Agenda	meeting date June 22, 2022
prepared by Wes Hamil	approved by Wes Hamil, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve consensus reached at June 9 joint work session between City Commission and Utilities Advisory Board to not increase electric rates for the purpose of providing additional funds for the undergrounding of residential service lines.

motion / recommendation

Formally adopt consensus from June 9 joint work session, to permanently delay rate increase previously adopted to underground residential service lines.

background

Due to the sharp increases in fuel costs and general effects of inflation our customers are experiencing as well as the lengthy lead times for materials, the Utility Advisory Board and City Commission generally agreed on June 9 that now is not an appropriate time to increase electric rates for the purpose of providing funding for undergrounding residential service lines. Electric operations is proceeding with undergrounding these lines as crews are completing the underground project areas. This will gain us the efficiency of completing all undergrounding at the same time but, will lengthen the time to complete all undergrounding.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date June 22, 2022
prepared by Gloria Eby	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Boat Length Regulation

motion / recommendation

background

Review and discuss current boat length regulations for only the chain of lakes. The maximum length for pontoons and sailboats is 24 feet but only 21 feet for regular boats. To provide consistency and accommodate newer and modern boat lengths, staff is recommending increasing the boat length to 24 feet (registered length) and a 8.5 feet width (beam). Lakes and Waterways Advisory Board has reviewed and recommends approval of these changes. This ordinance applies only to the chain of lake. Winter Park Police Department- Lakes Division has also reviewed and supports the change.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Sec.114.78.____Size_of_boats_update.pdf](#)

Sec. 114-78. Size of boats.

The maximum length of any boat to be launched or operated on the city chain of lakes shall not exceed ~~21 feet, with the exception of pontoon boats and sail boats, which shall not exceed~~ 24 feet in length as listed on boat registration, with the exception of city vessels that is used for official business. No boat exceeding a width of ~~eight~~ 8.5 feet shall enter any canal. All power boat operators must comply with the maximum horsepower and maximum occupant capacity as stated on the manufacturer's capacity plate of that boat.

(Code 1960, § 7-26; Ord. No. 2016, § 3, 8-24-93; Ord. No. 2433-01, § 1, 8-14-01; Ord. No. 2569-04, § 1, 2-23-04)



City Commission agenda item

item type Action Items Requiring Discussion	meeting date June 22, 2022
prepared by Jeffrey Briggs	approved by John Harbilas, Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Policy discussion on requests for work sessions.

motion / recommendation

Agree that the best option is to decline requests for pre-application or post-application work sessions on land use matters.

background

The City Commission requested this agenda item to discuss policy options when property owners or development teams with land use/zoning development projects, request a work session prior to submission of a formal application or post-application, prior to public hearings.

There is no current policy or generally agreed upon process/procedure for holding work sessions at the request of a development team to discuss land use development applications. It has been done before but the invitations have also been declined. Work sessions by their definition are NOT public hearings. Work sessions are open to the public to listen, but they are not forums that provide for public comment. The discussions are limited to the development team, staff and planning board and/or city commission members.

There are advantages to having a work session. It is an opportunity to learn about a project, ask questions and provide time between a work session and public hearings for contemplation and reflection. A work session can sometimes be especially valuable for the development team to decide whether to invest the significant dollars in the plan preparations, city-wide notice costs, etc.

Work sessions also have disadvantages for the planning board and/or city commissioners. Typically, the development team is presenting just one side of the matter. It is early in the application process, so there is no staff analysis, no staff report

and typically just brief mentions of whatever Comprehensive Plan conflicts, variances, etc. are needed. There have been work sessions where the staff has tried to present the pro's and con's, along with the development team's presentation. That tends to make both sides upset at staff, since any positive comments upset the opponents and any negative comments upset the proponents. The planning board and/or city commissioners are also placed in a very delicate legal position with regard to any comments they make, since it is not a public hearing, and there is no public input or staff input. The planning board and/or city commissioners can remain silent or be vague in comments, but the whole point of the work sessions is for the development team to solicit comments from the planning board and/or city commissioners in order to know whether to proceed or not with the full application or how to change the project in order to get a favorable vote.

Orange County has a "community meeting" process prior to public hearings that is conducted entirely by the applicant, with notice done by the applicant. Typically the staff person and district commissioner will attend. The applicant presents the project (typically without mentioning any negatives). Often staff and the district commissioner get cornered by the public questioning and can offer little in response as it is prior to development of a staff report or public hearings. In Winter Park, the "community meeting" process would not be feasible. In our small city, there would be multiple planning board members and/or multiple city commission members in attendance, all of whom would be called out by the public to offer their reactions and comments. The "community meeting" then becomes an advertised public hearing subject to sunshine law, notice, minutes, etc. and for quasi-judicial matters it also presents legal challenges if a planning board member and/or city commissioners offered a positive or negative impression of the project. While sometimes a "community meeting" helps the development team to develop work arounds to public objections, the development team does not desire hosting a "community meeting" as it is another public hearing added to process, making it longer and more expensive. At the end of the day, the comments that matter most to the development team are only those made by planning board and/or city commission members and those are not supposed to be offered in a non-public hearing setting.

The common practice now is for development teams to arrange individual meetings with planning board and/or city commissioners. Perhaps the most compelling reason why NOT to hold work sessions is...what is the applicant going to learn at a work session that they cannot learn via an individual one on one meeting where the planning board and/or city commissioner has more freedom to offer comments in a private setting.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in person.)	meeting date June 22, 2022
prepared by Allison McGillis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of PRN Real Estate & Investments, Ltd. for Conditional Use approval to redevelop the property at 1133 W. Morse Blvd. with a 16,500 square foot, two-story, office/showroom/warehouse building, zoned C-3.

motion / recommendation

Staff and P&Z Board recommendation is for approval with the following conditions:

1. That the frontage along Morse Boulevard be landscaped with a retaining wall along the sidewalk to overcome the grade drop and prevent the landscape area mulch, etc. from floating downhill into the sidewalk/streets.
2. That the rooftop mechanical equipment be centered behind the parapet façade over the front entrance to screen and that other screening be required to prevent visibility from the street (per code).
3. That the building meters and general back-of-house equipment not be located on a street facing wall/frontage.
4. That in order to meet FAR requirements, 1133 W Morse Boulevard and 140 N Orlando Avenue must be legally combined prior to development of the site and cannot be split without further city approval.

background

This public hearing is a Conditional Use request to redevelop the property at 1133 West Morse Boulevard, the former SESCO Lighting building that has been demolished, with a 16,500-square foot, two-story building to be used as an office/showroom/warehouse for Ferguson Enterprises, which is a plumbing products distributor. This property is zoned Commercial (C-3), which requires a Conditional Use approval for office/showroom/warehouse projects, in addition to this building being over 10,000-square feet.

Project Description

The property requesting this Conditional Use, 1133 West Morse Boulevard, has been legally combined with the property to the north, 140 North Orlando Avenue. At the P&Z Board public hearing, this process had not yet been completed, which is the reason for condition #4 of their recommendation. The reason for this condition was to have enough land area to make the math work for the Floor Area Ratio (FAR) requirements. The combined land size equates to 66,211 square feet (1.52 acres). With the proposed 16,500 square foot building and existing square footage of the First Watch building (4,220 square feet), the project yields a FAR of 31%, less than the maximum 45%. The project meets all setback requirements and will provide landscaping as required by code, and stormwater retention will be provided via underground exfiltration.

The proposed architectural elevations of the Ferguson Enterprises building are part of the applicant's back-up materials. The redevelopment of the property will provide a new building spanning the West Morse Boulevard frontage, with the parking provided in the rear that will be accessed from the public alley along the eastern edge of the property. The project will provide the code required landscaping. The applicant did not provide a sign package, but will be required to provide a monument sign per the city's sign code requirements.

Parking Analysis

Per code, office/showroom/warehouse uses require one parking space for each 350 square feet of gross floor space in the building devoted to office/showroom/use, and one parking space for each 700 square feet of gross floor space in the building devoted to warehouse/storage space. There will be 15,800 square feet of office/showroom space, and 700 square feet of warehouse space. With the 16,500 square feet of building proposed, 47 parking spaces are required.

As shown on the proposed site plan, 22 spaces are provided onsite behind the building. To account for the shortage of 25 onsite parking spaces, the applicant has provided a shared parking easement between the subject property and 200 North Orlando Avenue (Sleep Number/Stretch Lab), 140 North Orlando Avenue (First Watch restaurant), and 220 North Orlando Avenue (proposed 5,297-square foot Paradise Grills building that is also requesting Conditional Use approval at the June 22, 2022 City Commission meeting).

In terms of parking requirements for the properties included within the shared parking easement, 47 spaces required are required for Ferguson Enterprises, 16 spaces are required for Paradise Grills, 11 spaces are required from Sleep Number/Stretch Lab, and 50 spaces are required for First Watch, for a total of 124 spaces. As previously mentioned, there are 23 spaces provided on the subject property (Ferguson Enterprises), 14 spaces

provided on the proposed Paradise Grills property, and 92 spaces provide on the Sleep Number/Stretch Lab/First Watch properties, for a total of 129 spaces to meet the requirements for all properties.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Aerial Map - 1133 W Morse Blvd & 140 N Orlando.pdf](#)

ATTACHMENTS:

[2019-07-12 Parking Easement.pdf](#)

ATTACHMENTS:

[220053.00 FERGUSON 2022.04.29.pdf](#)

ATTACHMENTS:

[1586_BNDY-TOPO_R2--signed.pdf](#)

ATTACHMENTS:

[2012-12-17 Declaration of Access and Parking Easement.pdf](#)

ATTACHMENTS:

[CC-2 SITE PLAN.pdf](#)

ATTACHMENTS:

[SHARED PARKING AGREEMENT.pdf](#)



PARKING EASEMENT

THIS PARKING EASEMENT (the "Easement") is made the 12 day of July, 2019, by PRN Real Estate & Investments, Ltd., a Florida limited liability partnership ("PRN"), whose address is 3200 S. Hiawasse Road, Suite 250, Orlando, Florida 32835 and CentreCorp, Inc., a Florida corporation ("CentreCorp").

RECITALS

- A. PRN is the owner of real property located at 140 North Orlando Avenue, Winter Park, Florida, described on **Exhibit "A"** attached hereto (the "140 N Orlando Parcel").
- B. PRN is also the owner of real property located at 1133 W. Morse Blvd., Winter Park, Florida, described on **Exhibit "B"** attached hereto (the "1133 W Morse Parcel").
- C. CentreCorp is the owner of real property located at 220 N. Orlando Avenue, Winter Park, Florida described on **Exhibit "C"** attached hereto (the "220 N Orlando Parcel")
- D. The 140 N Orlando Parcel and the 1133 W Morse Parcel are adjacent to each other and the 220 N Orlando Parcel is near both of the other parcels, all as shown on the attached **Exhibit "D"**.
- E. PRN, as the owner of the 140 N Orlando Parcel, desires to grant and create certain parking easements as described herein for the benefit of 1133 W Morse Parcel and the 220 N Orlando Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the benefits conveyed hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Parking Easement.

PRN hereby declares, grants, conveys and confirms for the benefit of the 1133 W Morse Parcel and the 220 N Orlando Parcel a perpetual and non-exclusive easement for vehicular parking over the 140 N Orlando Parcel for any overflow parking that may be needed; provided that at all times the 1133 W Morse Parcel and 220 N Orlando Parcel must maintain sufficient parking as currently exists and for the business(es) located thereon.

2. Easement Use and Duration. The easement granted herein shall be solely for the benefit of the 1133 W Morse Parcel, the 220 N Orlando Parcel and their invitees, and may not be utilized for the benefit of any other parties or properties without the prior written consent of the owner of the 140 N Orlando Parcel.

3. Covenants Running with the Land. The easements created herein and the other terms and conditions described herein shall constitute covenants running with the land as described herein and shall be binding upon and shall inure to the benefit of the 1133 W Morse Parcel, 220 N Orlando Parcel and their respective successors and assigns. The rights granted by this Easement shall be exercised with due regard for the rights of other and their use of such easements in a way that will not impair the rights of others to use them.

4. Indemnity and Insurance. The owners of the 1133 W Morse Parcel, the 220 N Orlando Parcel and their respective successors and assigns state that all leases on their respective parcels shall require their tenants to indemnify and hold the 140 N Orlando Parcel owner harmless from and against any and all claims for injury or death of persons or damage to or loss of property and liability, caused by any acts, omissions, neglect or violation of law by the

DOC# 20190506642
08/15/2019 10:46:33 AM Page 1 of 8
Rec Fee: \$69.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
SA - Ret To: CENTRECORP, INC

indemnifying owner, tenant and/or its agents and employees. The foregoing indemnification shall not apply to claims or damages caused by the negligence or willful misconduct of the party to be indemnified. The 1133 W Morse Parcel and the 220 N Orlando Parcel owner shall require any tenants who are leasing their respective parcels to obtain and maintain with one or more insurers qualified to do business in Florida a comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) naming the 140 N Orlando Parcel owner as an additional insured in its insurance policy.

5. **Enforcement and Attorney's Fees.** The terms and conditions of this Easement shall be enforceable by the parties to the Easement and by their successors and assigns by legal or equitable action brought in the Circuit Court of Orange County, Florida. In connection with such actions, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs.
6. **Notices.** All notices under this Easement shall be in writing and shall be given only by certified mail or by national overnight courier service. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth above or such other address as may otherwise be designated in the manner prescribed herein.
7. **Modification.** Any modification of this Easement shall be binding only if evidenced in writing signed by each owner of the 140 N Orlando Parcel, the 1133 W Morse Parcel and the 220 N Orlando Parcel.

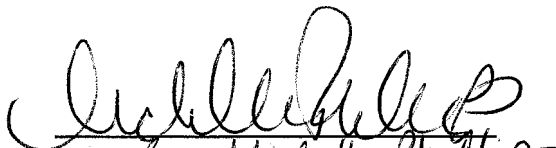
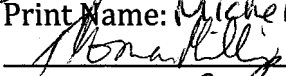
IN WITNESS WHEREOF, this Easement has been executed as of the day and year first above written.

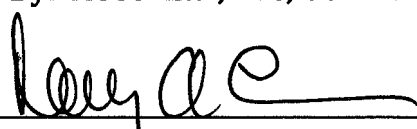
Signed, sealed and delivered in
the presence of:

140 N Orlando Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

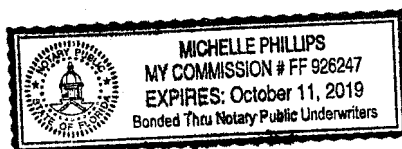
By: ROSSMAN, LLC, General Partner


Print Name: Michelle Phillips

Print Name: Thomas Phillips

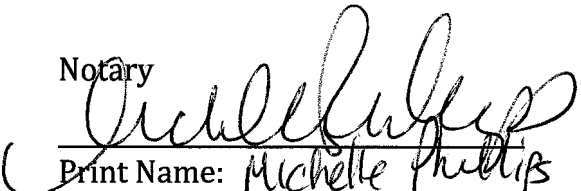

By: Nancy A. Rossman, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 of July, 2019, by Nancy A. Rossman as Manager of Rossman, LLC, General Partner of PRN Real Estate & Investments, Ltd., a Florida limited liability partnership. She is personally known to me and did not take an oath.



Notary

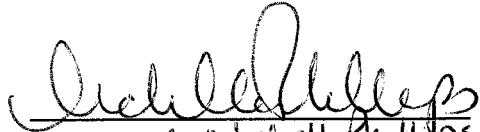
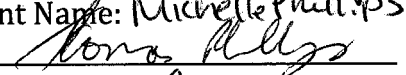

Print Name: Michelle Phillips

Signed, sealed and delivered in
the presence of:

1133 W Morse Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

By: ROSSMAN, LLC, General Partner

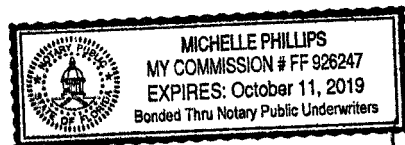

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 of July, 2019,
by Nancy A. Rossman as Manager of Rossman, LLC, General Partner of PRN Real Estate &
Investments, Ltd., a Florida limited liability partnership. She is personally known to me and
did not take an oath.



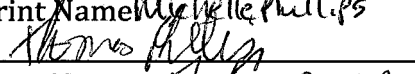
Notary

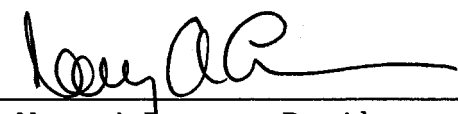

Print Name: Michelle Phillips

Signed, sealed and delivered in
the presence of:

220 N Orlando Parcel Owner:

CENTRECORP, INC., a Florida corporation

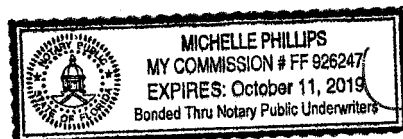

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 of July, 2019,
by Nancy A. Rossman as President of CentreCorp, Inc., a Florida corporation. She is personally
known to me and did not take an oath.



Notary


Print Name: Michelle Phillips

**CONSENT AND SUBORDINATION TO EASEMENT
140 N Orlando Parcel Mortgagee**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Seacoast National Bank, a national banking association, (hereinafter referred to as the "Mortgagee") is the owner and holder of (i) that certain Mortgage and Security Agreement by PRN Real Estate & Investments, Ltd., a Florida limited liability company (hereinafter referred to as the "Mortgagor") to and in favor of Mortgagee, dated June 22, 2018 and recorded June 22, 2018, in Official Records Document #20180371854 (hereinafter collectively referred to as the "Mortgage"), all of which encumber certain real property located in Orange County, Florida, more particularly described in the Mortgage (hereinafter referred to as the "Mortgaged Property"); and

WHEREAS, a portion of the Mortgaged Property is subject to that certain Access and Parking Easement to which this Consent and Subordination is attached (the "Easement").

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Easement and agrees that the lien of its Mortgage on the Mortgaged Property is subordinated to the Easement.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Easement on this 25 day of July 2019.

Signed, sealed and delivered in the presence of:

Saita Jahn
SAITA JAHUR
Print Name: Morisol Mender
Print Name:

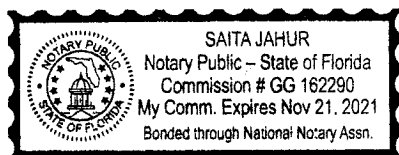
Seacoast National Bank

Robert Dyer
By: Robert Dyer
Its: SVP

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 of July, 2019, by Robert Dyer the SVP of Seacoast National Bank. () She/He is personally known to me and did not take an oath or () has produced FIDELIS as identification.



Notary

Saita Jahn

Print Name: SAITA JAHUR

Exhibit "A"
LEGAL DESCRIPTION

Lot 13, 14, 29, 30 and 31 and the South 50.00 feet of Lots 26, 27 and 28, Killarney Terrace, according to the plat thereof as recorded in Plat Book K, Page 127, Public Records of Orange County, Florida, less and except road right-of-way on West for Orlando Avenue (Highway 17-92).

Exhibit "B"

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Lots 32, 33 and 34, Killarney Terrace, according to the map or plat thereof recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida.

LESS AND EXCEPT, that portion thereof described in Right of Way Deed recorded in Official Records Book 3243, Page 1641 of the Public Records of Orange County, Florida, described as follows:

Begin at the Southeast corner of Lot 34, Killarney Terrace as recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida; thence proceed northerly along the easterly line of said Lot 34, which is also the westerly line of the Right of Way of the City of Winter Park, a municipal corporation, for a distance of 19.0 feet; thence run South 30°00'00" West, 21.94 feet; thence easterly along the northern Right of Way line of Morse Boulevard to the Point of Beginning.

"C"
Exhibit ~~C~~
Legal Description

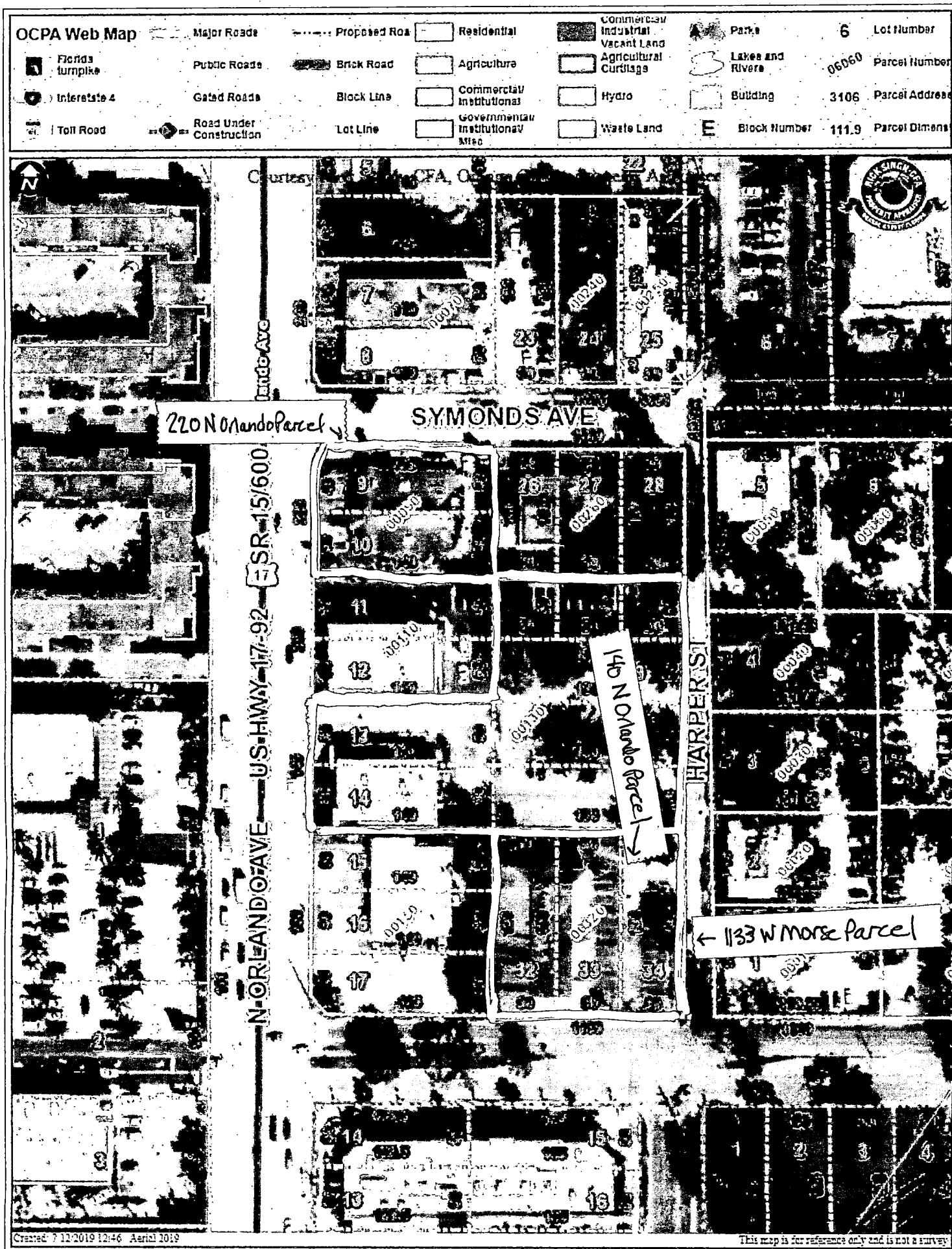
Lot 9 and Lot 10, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida, less and except the following described parcel:

That part of Lot 9 and Lot 10, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida, lying within 40 feet East of the survey line of State Road 15-600, Section 75030, said survey line being described as follows:

Begin on the South line of the Northeast ¼ of Section 12, Township 22 South, Range 29 East, at a point 1322.27 feet West of the Southeast corner of said NE ¼ of Section 12, run thence North 0°15'30" West .15 feet, thence run North 0°14'30" West, a distance of 2390.12 feet to the beginning of a curve concave Easterly, having a radius of 34,337.5 feet; thence along said curve through a central angle of 01°12'00" a distance of 720 feet to the end of said curve; thence run North 0°12'00" a distance of 720 feet to the end of said curve; thence run North 0°57'30" East a distance of 408.72 feet to a point on the Westerly extension of the South line of Lot 8, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida; said point being 30 feet West of the Southwest corner of said Lot 8 for the end of this survey line description; ALSO THE FOLLOWING: begin on the new East right of way line of State Road 15-600 as located in the above description, at a point 10 feet South of the intersection of the South right of way line of Symond Avenue as now exists and the said new East right of way line of State Road 15-600; thence run North 10 feet to the South right of way line of Symond Avenue; thence run East along said South right of way line 5 feet; thence run Southwesterly along a straight line to the Point of Beginning.

7/12/2019

Exhibit "D" Printing



W

1

2

W

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

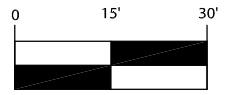
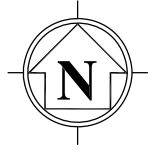
LOTS 32, 33, AND 34, KILLARNEY TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT, THAT PORTION THEREOF DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 3243, PAGE 1641 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS:

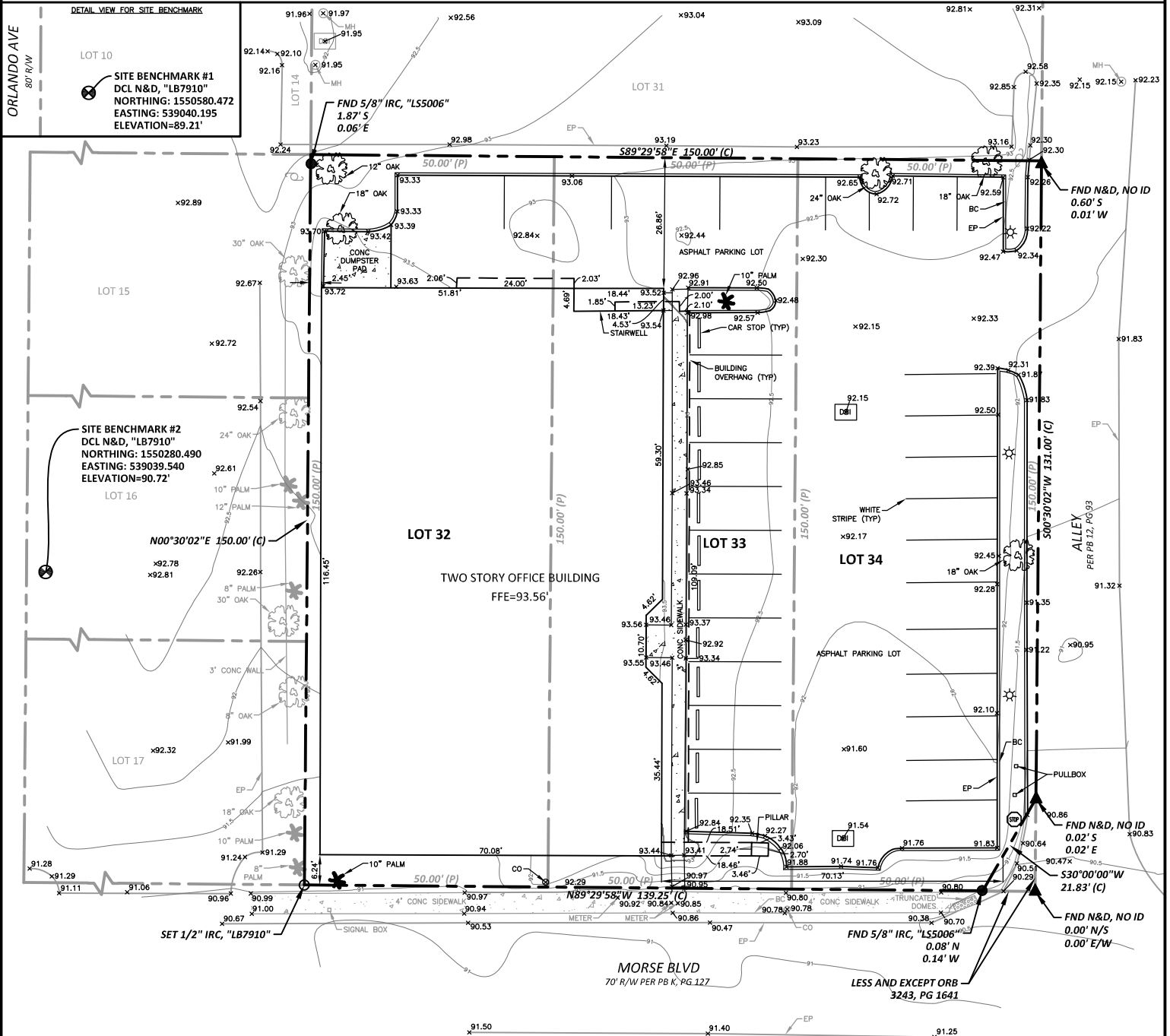
BEGIN AT THE SOUTHEAST CORNER OF LOT 34, KILLARNEY TERRACE AS RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE PROCEED NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 34 WHICH IS ALSO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CITY OF WINTER PARK, A MUNICIPAL CORPORATION, FOR A DISTANCE OF 19.0 FEET; THENCE RUN SOUTH 30°00'00" WEST, 21.94 FEET; THENCE EASTERLY ALONG THE NORTHERN RIGHT-OF-WAY LINE OF MORSE BOULEVARD TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES OR 22,398 SQUARE FEET, MORE OR LESS.

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

1. CALCULATED BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011. SOURCE DATA FOR STATE PLANE INFORMATION: NATIONAL GEODETIC SURVEY (NGS) MONUMENT PID "AK7131".

CERTIFY TO

PRN Real Estate & Investments, Ltd.
First American Title Insurance Company
SouthState Bank

LEGEND

AB	- AS-BUILT	LB	- LICENSED BUSINESS
A/C	- AIR CONDITIONER	LS	- LICENSED SURVEYOR
AF	- ALUMINUM FENCE	*	- LIGHT POLE
L	- ARC LENGTH	M	- MEASURED
BFP	- BACKFLOW PREVENTER	MES	- MITERED END SECTION
C	- CALCULATED	MH	- MANHOLE
CB	- CHORD BEARING	N&D	- NAIL & DISK

Prepared by:/Return to:
JOHN R. SIMPSON, JR., ESQUIRE
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, Florida 32789
File No. 9187-10 (JRS)

DOC# 20120572010 B: 10491 P: 4480
12/18/2012 10:59:43 AM Page 1 of 15
Rec Fee: \$129.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: POHL & SHORT PA



DECLARATION OF ACCESS AND PARKING EASEMENT

THIS DECLARATION OF ACCESS AND PARKING EASEMENT (this "Declaration") is made the 17th day of December, 2012, by COMMERCIAL REALTY GROUP, INC., a Florida corporation ("CRG"), having an address at 140 North Orlando Avenue, Suite 150, Winter Park, Florida 32789.

RECITALS

A. CRG is the owner of real property located at 140 North Orlando Avenue, Winter Park, Florida, described on Exhibit A attached hereto (the "CRG Parcel"). Following the execution and recording of this Declaration, CRG intends to transfer the CRG Parcel to Carmel Café and Wine Bar, LLC, a Florida limited liability company ("Carmel") or such other party as Carmel may assign its contract for purchase to.

B. CRG is also the owner of real property located at 200 North Orlando Avenue, Winter Park, Florida, described on Exhibit B attached hereto (the "FP Parcel"). Following the execution and recording of this Declaration, CRG intends to transfer the FP Parcel to Frey Properties, L.L.C., a Florida limited liability company ("FP") or such other party as FP may assign its contract for purchase to.

C. The CRG Parcel and the FP Parcel are adjacent to each other.

D. CRG desires to make this Declaration to grant and create certain cross-access and parking easements as described herein and to impress upon the CRG Parcel and the FP Parcel certain covenants and restrictions which shall inure to the benefit and be binding upon the successor and assigns of CRG as to the CRG Parcel and the FP Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the benefits conveyed hereby on Carmel, FP, and the future owners of the CRG Parcel and the FP Parcel, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CRG

hereby declares and impresses upon the CRG Parcel and the FP Parcel the following access, easements, and use rights:

1. Access Easement for Benefit of FP Parcel. CRG hereby declares, grants, conveys and confirms for the benefit of the FP Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon the portion of the paved driveway on the CRG Parcel which straddles the boundary line running east and west between the CRG Parcel and the FP Parcel as crosshatched on the site plan attached hereto as Exhibit C (the "Site Plan") to provide access from the FP Parcel to North Orlando Avenue (the "**Orlando Avenue Access Easement**"). CRG also hereby declares, grants, conveys and confirms for the benefit of the FP Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon those paved driveways of the CRG Parcel existing from time to time as is reasonably necessary to provide access from the FP Parcel to Harper Street (the "**Harper Access Easement**"). The access easements hereby granted are for the use and benefit of the FP Parcel, and the current and future owners of the FP Parcel, and their successors and assigns. These easements shall run with the land and be appurtenant to the FP Parcel for the purpose of providing access to such property. The owner of the CRG Parcel shall retain for the benefit of the CRG Parcel the joint use and benefit of the Orlando Avenue Access Easement and the Harper Access Easement for access and for all other purposes consistent with the easement herein granted.

2. Access Easement for Benefit of the CRG Parcel. CRG hereby declares, grants, conveys and confirms for the benefit of the CRG Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon the portion of the paved driveway on the FP Parcel which straddles the boundary line running east and west between the CRG Parcel and the FP Parcel as crosshatched on the Site Plan to provide access from the CRG Parcel to North Orlando Avenue (the "**Orlando Avenue Access Easement**"). CRG also declares, grants, conveys and confirms for the benefit of the CRG Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon those paved driveways of the FP Parcel to provide access from the CRG Parcel to North Orlando Avenue by way of the Orlando Avenue Access Easement (the "**General Access Easement**"). The access easements hereby granted are for the use and benefit of the CRG Parcel, and the current and future owners of the CRG Parcel, and their successors and assigns. These easements shall run with the land and be appurtenant to the CRG Parcel for the purpose of providing access to such property. The owner of the FP Parcel shall retain for the benefit of the FP Parcel the joint use and benefit of the Orlando Avenue Access Easement and the General Access Easement for access and for all other purposes consistent with the easement herein granted.

3. Parking Easement and Dumpster Easement for Benefit of FP Parcel. CRG hereby declares, grants, conveys and confirms for the benefit of the FP Parcel a perpetual and exclusive easement for vehicular parking over and across that portion of the CRG Parcel marked by diagonal lines on the Site Plan (the "**Parking Easement**"), containing the eleven (11) parking spaces (the "FP Spaces"), provided that the owner of the CRG Parcel shall have the right to use the FP Spaces during those hours and times when the business located on the FP Parcel is closed (e.g. after closing for the day). The owner of the FP Parcel shall maintain no less than eight (8)

parking spaces on the FP Parcel which together with the FP Spaces located within the Parking Easement shall provide the FP Parcel with exclusive use of nineteen (19) spaces. The Parking Easement is intended to and shall include that portion of the FP Spaces which are partially located on the FP Parcel but which encroach onto the CRG Parcel. The FP Spaces shall be utilized only as daily parking for occupants of and visitors to the FP Parcel and shall not be used for any other purpose (e.g. overnight parking, off-site parking etc.) without the express and prior written consent of the owner of the CRG Parcel. The owners of the FP Parcel may, at the expense of the owner of the FP Parcel and subject to compliance with all applicable laws, post signs indicating that the FP Spaces are for the exclusive use of the owner of the FP Parcel and its invitees during FP's business hours.

CRG additionally declares, grants and conveys unto and for the benefit of the FP Parcel the right to access the dumpster pad currently located in the north-east corner of the CRG Parcel (and indicated on the Site Plan) and to have exclusive use of any dumpster located thereon to service the occupants of any building located on the FP Parcel ("**Dumpster Easement**"), subject to the following conditions: the owner of the FP Parcel shall, at its sole cost and expense and without contribution from the owner of the CRG Parcel (i) at all times maintain the dumpster pad and any dumpster located thereon in compliance with all applicable laws; (ii) cause any dumpster located thereon to be emptied as frequently as required to avoid any unsightly condition or unreasonable odor, but in no event less than once each week, (iii) to take any and all actions necessary to ensure that no refuse is located outside the dumpster. Notwithstanding anything to the contrary contained in this Declaration the owner of the CRG Parcel shall have the right, at its sole cost and expense, to relocate the current location of the dumpster pad and dumpster to any area within the CRG Parcel provided that it is no further away from the FP Parcel than as currently shown on the Site Plan. FP acknowledges that it shall accept the dumpster pad and any dumpster currently located thereon in their current "as is" condition. The Parking Easement and Dumpster Easement hereby granted are for the use and benefit of the current and future owners of the FP Parcel and their successors and assigns. These easements shall run with the land and be appurtenant to the FP Parcel.

4. Relocation of Easements. CRG declares that the CRG Parcel may be altered and/or redeveloped in the future which could necessitate the temporary and/or permanent relocation of the access and parking easements granted herein. The owner of the CRG Parcel and its successor owners shall have the right from time to time to relocate the Orlando Avenue Access Easement, Harper Access Easement, and Parking Easement as needed for construction, alterations, or redevelopment of the CRG Parcel. The owner of the CRG Parcel shall provide the owner of the FP Parcel at least thirty (30) days prior written notice of any re-development which would result in the relocation of any of the easement areas, which notice shall specify the new location of the affected easements which shall be subject to the approval of the owner of the FP Parcel, but which approval shall not be unreasonably withheld, conditioned or delay. Any proposed redevelopment or alterations to the CRG Parcel shall preserve access to the FP Parcel from North Orlando Avenue and from Harper Street and shall provide no less than eleven (11) parking spaces within reasonable proximity to the FP Parcel. The costs of any such redevelopment shall be borne by the owner of the CRG Parcel.

5. Maintenance of Easement Improvements. The owners of the CRG Parcel and the FP Parcel shall maintain the various easement areas described above as follows:

(a) Access Easements. The owner of the CRG Parcel shall maintain, repair and repave, as reasonably necessary, the access roadway within the Orlando Avenue Access Easement and Harper Access Easement and keep the same in good and drivable condition. The cost of such maintenance, repair and repaving of the foregoing access roadways shall be the responsibility of and be borne by the owner of the CRG Parcel. The owner of the FP Parcel shall maintain, repair and repave, as reasonably necessary, the access roadway within the General Access Easement and keep the same in good and drivable condition. The cost of such maintenance, repair and repaving of the General Access Easement shall be the responsibility of and borne by the owner of the FP Parcel.

(b) Parking Easement. The owner of the CRG Parcel shall maintain, repair and repave, as reasonably necessary, all parking spaces located on the CRG Parcel (including the FP Spaces) and keep the same in good condition and repair. The cost of any such maintenance, repair, and repaving shall be borne by the owner of the CRG Parcel, provided that the owner of the FP Parcel shall be required to reimburse the owner of the CRG Parcel for fifteen percent (15%) of such costs and expenses, payable within thirty (30) days of its receipt of an invoice therefore.

(c) Maintenance and Repair. The access roadways and parking areas shall be maintained by the responsible owner so as to maintain them in good condition and repair and in a manner so that the overall appearance of said access roadways and parking areas shall be fairly uniform. Should an owner who is responsible for maintaining, repairing, or repaving access roadways and parking spaces as described above fail to properly and timely meet its responsibilities, then the other owner shall have the right, upon thirty (30) days prior written notice to the defaulting owner which notice shall include the estimated cost of the required work, perform such work and recover the cost thereof from the defaulting owner unless the defaulting owner commences and the required work within said 30 day period and thereafter uses its best efforts to complete said work without delay. In the event any owner should fail to timely pay any costs due to the other owner under this Declaration it shall be deemed in default and the non-defaulting owner may advance such funds or recover, as applicable, from the defaulting owner any amounts due together with costs of collection and interest thereon at the highest rate allowed by law.

6. Easement Use and Duration. The access, easements and use rights granted herein shall be solely for the benefit of the CRG Parcel and the FP Parcel the respective current and future owners of such parcels and their invitees, and may not be utilized for the benefit of any other parties or properties without the prior written consent of the owner of the parcel burdened by such access, easement, or use rights. The access, easements and use rights created herein and the other terms and conditions described herein shall constitute covenants running with the land as described herein and shall be binding upon and shall inure to the benefit of the respective current and future owners of the CRG Parcel and the FP Parcel and their respective successors and assigns. The rights granted by this Declaration shall be exercised with due regard for the

rights of other and their use of such access, easements and use rights in a way that will not impair the rights of others to use them, and shall not obstruct or restrict passage thereon.

7. Indemnity and Insurance. The respective current and future owners of the CRG Parcel and the FP Parcel and their respective successors and assigns, by taking title to their respective parcels, on behalf of themselves and their successors in interest as owners of the CRG Parcel or the FP Parcel do hereby indemnify and hold the other owner harmless from and against any and all claims for injury or death of persons or damage to or loss of property, including environmental costs and liability, caused by any acts, omissions, neglect or violation of law by the indemnifying owner and/or its agents and employees acting within the scope of their agency or employment,. The foregoing indemnification shall not apply to claims or damages caused by the negligence or willful misconduct of the party to be indemnified. Each owner on behalf of itself and its successors in interest shall, at each owner's expense, obtain and maintain with one or more insurers qualified to do business in Florida comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00). Each owner benefited by an easement hereunder shall name each owner burdened by the easement as an additional insured in such insurance policy.

8. Authority. CRG represents and warrants that it is the owner of the CRG Parcel and the FP Parcel described herein, and it has full authority to execute this Declaration.

9. Enforcement and Attorney's Fees. The terms and conditions of this Declaration shall be enforceable by the current and future owners of the CRG Parcel and the FP Parcel and by their successors and assigns by legal or equitable action brought in the Circuit Court of Orange County, Florida. In connection with such actions, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs.

10. Notices. All notices under this Declaration shall be in writing and shall be given only by Certified Mail or by national overnight courier service. Notices, including notice of change of address shall be addressed or transmitted to the addresses set forth below or such other address as may otherwise be designated in the manner prescribed herein.

CRG:
Commercial Realty Group, Inc.
140 North Orlando Avenue, Suite 150
Winter Park, Florida 32789

FP:
Frey Properties, LLC
905 Greentree Drive
Winter Park, Florida 32789
Attn: Randy W. Frey, Manager

Carmel:

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Carmel Café and Wine Bar, LLC
3717 West North B Street
Tampa, Florida 33609
Attn: Alex Sullivan, Manager

11. Modification. Any modification of this Declaration shall be binding only if evidenced in writing signed by each owner of the CRG Parcel and the FP Parcel and recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, this Declaration has been executed as of the day and year first above written.

Witnesses:

COMMERCIAL REALTY GROUP, INC.

Donna L. Gardner
Print Name: DONNA L. GARDNER

By: Neill O'Brien, President

John Simpson Jr
Print Name: John Simpson Jr

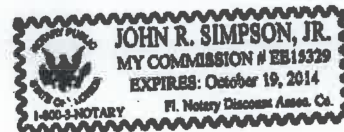
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17 day of December, 2012 by NEILL O'BRIEN, as President of Commercial Realty Group, Inc., a Florida corporation, on behalf of the corporation, who is ☒ personally known to me or who ☐ produced _____ as identification.

John R. Simpson, Jr.
Print Name: _____
Notary Public - State of Florida
Commission Number: _____
My Commission Expires: _____

(NOTARY SEAL)



Attachments

- Exhibit A - CRG Parcel
- Exhibit B - FP Parcel
- Exhibit C - Site Plan

**CONSENT AND SUBORDINATION
TO EASEMENT
(Houston Springs Investments)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HOUSTON SPRINGS INVESTMENTS, LLC, a Florida limited liability company (hereinafter referred to as the "Mortgagee") is the owner and holder of (i) that certain Mortgage and Security Agreement by COMMERCIAL REALTY GROUP, INC., a Florida corporation (hereinafter referred to as the "Mortgagor") to and in favor of CB&T BANK OF MIDDLE GEORGIA, a Georgia banking corporation, dated August 1, 2008, and recorded August 13, 2008, in Official Records Book 9743, Page 4007, as assigned to Mortgagee by Assignment of Mortgage and Security Agreement recorded in Official Records Book 10024, Page 5510; and (ii) that certain Financing Statement (UCC-1) by Mortgagor to and in favor of Mortgagee recorded August 13, 2008, in Official Records Book 9743, Page 4040; all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Mortgage"), all of which encumber certain real property located in Orange County, Florida, more particularly described in the Mortgage (hereinafter referred to as the "Mortgaged Property"); and

WHEREAS, a portion of the Mortgaged Property is subject to that certain Declaration of Access and Parking Easement to which this Consent and Subordination is attached (the "Easement").

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Easement and agrees that the lien of its Mortgage on the Mortgaged Property is subordinated to the Easement.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Easement on this 10th day of December, 2012.

Signed, sealed and delivered
in the presence of:

HOUSTON SPRINGS INVESTMENTS,
LLC, a Florida limited liability company

By: Barnette E. Greene Jr.
Barnette E. Greene, Jr., Manager

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by BARNETTE E. GREENE, JR., as Manager of Houston Springs Investments, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

Margaret S. Jones
Notary Public
Name: Margaret S. Jones
(Printed or Typed)
Commission No.: FF 122298
My Commission Expires: 9/18/15



**CONSENT AND SUBORDINATION
TO EASEMENT
(Greene Trusts)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BARNETTE E. GREENE, JR. and HARIOT H. GREENE, as Co-Trustees of the Hariot H. Greene Revocable Trust dated June 29, 1999, as to a 50% interest, and BARNETTE E. GREENE, JR. and HARIOT H. GREENE, as Co-Trustees of the Greene Revocable Trust dated August 29, 1990, as to a 50% interest (hereinafter referred to as the "Mortgagee") is the owner and holder of (i) that certain Mortgage and Security Agreement by COMMERCIAL REALTY GROUP, INC., a Florida corporation (hereinafter referred to as the "Mortgagor") to CENTURY NATIONAL BANK, dated August 18, 2003, and recorded August 27, 2003, in Official Records Book 7070, Page 3430, as modified by Notice of Future Advance and Mortgage Modification and Spreader Agreement recorded in Official Records Book 7103, Page 2498, and Mortgage Modification Agreement and Reinstatement of Unconditional and Irrevocable Guaranties of Payment and Performance recorded in Official Records Book 9767, Page 8813, as assigned to Mortgagee by Assignment of Note, Mortgage and Other Loan Documents recorded at Official Records Book 9752, Page 7607, and those certain Assignments of Mortgage to Trust recorded in Official Records Book 10049, Page 3988 and Official Records Book 10049, Page 3992; and (ii) that certain Collateral Assignment of Leases and Rents recorded in Official Records Book 7070, Page 3447, as modified by Agreement recorded in Official Records Book 7103, Page 2498, and by Amended and Restated Collateral Assignment of Leases and Rents recorded in Official Records Book 7103, Page 2504, as assigned to Mortgagee by Assignment recorded in Official Records Book 9752, Page 7607, and Assignments recorded in Official Records Book 10049, Page 3988, and Official Records Book 10049, Page 3992; and (iii) that certain Financing Statement (UCC-1) by Mortgagor to and in favor of Mortgagee recorded in Official Records Book 7103, Page 2512; all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Mortgage"), all of which encumber certain real property located in Orange County, Florida, more particularly described in the Mortgage (hereinafter referred to as the "Mortgaged Property"); and

WHEREAS, a portion of the Mortgaged Property is subject to that certain Declaration of Access and Parking Easement to which this Consent and Subordination is attached (the "Easement").

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Easement and agrees that the lien of its Mortgage on the Mortgaged Property is subordinated to the Easement.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Easement on this 10 day of December, 2012.

Signed, sealed and delivered
in the presence of:

Hariot H. Greene Revocable Trust dated
June 29, 1999

By: Barnette E. Greene Jr.
Barnette E. Greene, Jr., Co-Trustee

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

By: Hariot H. Greene
Hariot H. Greene, Co-Trustee

Greene Revocable Trust dated
August 29, 1990

By: Barnette E. Greene Jr.
Barnette E. Greene, Jr., Co-Trustee

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

By: Hariot H. Greene
Hariot H. Greene, Co-Trustee

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by Barnette E. Greene Jr. and Hariot H. Greene, Co-Trustees of the Hariot H. Greene Revocable Trust dated the 29th day of June, 1999, and Co-Trustees of the Greene Revocable Trust dated the 29th day of August, 1990, who are personally known to me ☒, or who have produced _____ as identification and who did ☐/did not ☒ take an oath.

Margaret S. Jones
NOTARY PUBLIC



EXHIBIT A – CRG PARCEL

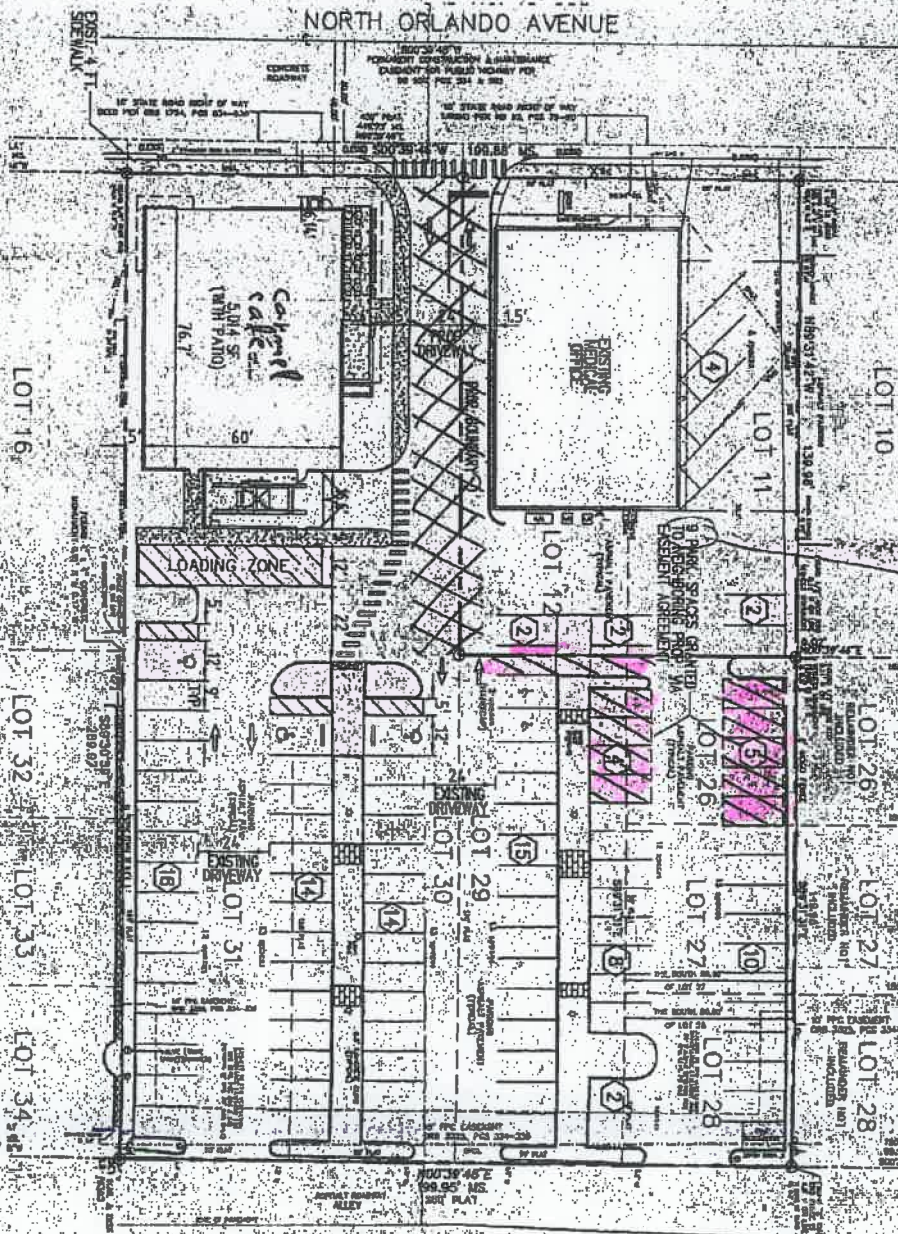
Lots 13, 14, 29, 30, 31 and the South 50 feet of Lots 26, 27 and 28, KILLARNEY TERRACE, according to the Plat thereof as recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida, Less right-of-way for Orlando Avenue (Highway 17-92).

EXHIBIT B – FP PARCEL

Lots 11 and 12 (Less the West 10 feet for Road) KILLARNEY TERRACE, according to the Plat thereof as recorded in Plat Book K, Page 127, Public Records of Orange County, Florida.

EXHIBIT C – SITE PLAN

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PARKING CALCULATION

EXISTING PARKING = 89 SPACES

REQUIRED PARKING

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 1 SPACE PER 50

PATRON AREA = 3,936 SF

= 3,936 SF / 50

= 79 SPACES

TOTAL PARKING REQUIRED = 98 S

PARKING PROVIDED

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 79 SPACES

TOTAL = 98 SPACES

NOTES

GENERAL:

PROJECT SHALL COMPLY WITH THE DESIGN STANDARDS SET FORTH BY CITY OF WINTER PARK, FLORIDA.

LANDSCAPING:

ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE.

SIGNAGE:

ALL SIGNAGE SHALL COMPLY WITH CITY OF WINTER PARK LAND DEVELOPMENT CODE.

LIGHTING:

ALL LIGHTING SHALL COMPLY WITH CITY OF WINTER PARK LAND DEVELOPMENT CODE.

RAMPS:

ALL PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY SHALL HAVE CAST-IN-PLACE DETECTABLE WARNING MATS.

STORMWATER MANAGEMENT

OWNERSHIP AND MAINTENANCE OF STORM WATER EXFILTRATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE STORM WATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET CITY OF WINTER PARK CODE AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 12095C0255F, EFFECTIVE SEPTEMBER 25, 2009 THE DESCRIBED PROPERTY IS WITHIN ZONE "X" WITH NO BASE FLOOD ELEVATION ESTABLISHED.

FIRE

FIRE DEPARTMENT ACCESS AND WATER SUPPLY SHALL COMPLY WITH NFPA 1 (2022 EDITION) AND FLORIDA FIRE PROTECTION CODE (7TH EDITION).

PROPOSED PARADISE GRILL SITE PARKING REQUIRED:
PROPOSED FERGUSON SITE PARKING REQUIRED:
SLEEP NUMBER / STRETCH LAB PARKING REQUIRED:
FIRST WATCH PARKING REQUIRED:
TOTAL PARKING REQUIRED:

PROPOSED PARADISE GRILL SITE PARKING PROVIDED:
PROPOSED FERGUSON SITE PARKING PROVIDED:
EXISTING PARKING PROVIDED
(SLEEP NUMBER / STRETCH LAB / FIRST WATCH):
TOTAL PARKING PROVIDED:

NOTE: CONDITIONAL USE APPROVAL OF FERGUSON
ENTERPRISES IS NOT CONTINGENT UPON CONDITIONAL
APPROVAL OF PARADISE GRILL.



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in person.)	meeting date June 22, 2022
prepared by Allison McGillis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of CentreCorp Inc. for Conditional Use approval to redevelop the property at 220 N. Orlando Avenue with a 5,297 square foot, one-story, office/showroom/warehouse building, zoned C-3.

motion / recommendation

Staff and P&Z Board recommendation is for Approval with the following conditions:

1. That the frontage along North Orlando Avenue and the portion along Symonds Avenue not used as access be landscaped with a retaining wall along the sidewalk to overcome the grade drop and prevent the landscape area mulch, etc. from floating downhill into the sidewalk/streets.
2. That the rooftop mechanical equipment be centered behind the parapet façade over the front entrance to screen and that other screening be required to prevent visibility from the street (per code).
3. That the building meters and general back-of-house equipment not be located on a street facing wall/frontage.
4. That the applicant add signage that additional parking is located within the First Watch (140 N Orlando Ave) parking lot.

background

This public hearing is a Conditional Use request to redevelop the property at 220 North Orlando Avenue, the former Priceless Dry Cleaners location, with a 5,297-square foot, one-story building to be used as an office/showroom/warehouse for Paradise Grills. This property is zoned Commercial (C-3), which requires a Conditional Use approval for office/showroom /warehouse, regardless of building size.

Project Description

The 220 North Orlando Avenue property measures 13,975 square feet (0.32 acres) with 100 feet of frontage on North Orlando Avenue. The proposed one-story building is 5,297 square feet in size, which is a Floor Area Ratio (FAR) of 38%, less than the maximum 45%. The project meets all setback requirements and will provide landscaping as required by code. Currently, there is not any stormwater retention onsite. With this redevelopment, the property will be upgraded to provide stormwater retention via underground exfiltration.

The proposed architectural elevations of the Paradise Grills building are part of the applicant's back-up materials. The redevelopment of the property will bring the building closer to the North Orlando Avenue street frontage, with the parking provided in the rear. The existing curb cut that essentially extends the length of the property along North Orlando Avenue is being eliminated, and the parking will be accessed off Symonds Avenue. Also, landscaping will be provided along North Orlando Avenue, where none exists today. The applicant did not provide a sign package, but will be required to provide a monument sign per the city's sign code requirements.

Parking Analysis

Per code, office/warehouse/showroom uses require one parking space for each 350 square feet of gross floor space in the building devoted to office/showroom/use, and one parking space for each 700 square feet of gross floor space in the building devoted to storage space. Since the applicant has stated that Paradise Grills will not have any storage space, only showroom space, with the 5,297 square feet of building proposed, 16 parking spaces are required.

As shown on the proposed site plan, 14 spaces are provided onsite behind the building. To account for the shortage of two (2) onsite parking spaces, the applicant has provided a shared parking easement between the subject property and 200 North Orlando Avenue (Sleep Number/Stretch Lab), 140 North Orlando Avenue (First Watch restaurant), and 1133 West Morse Boulevard (proposed 16,500-square foot Ferguson Enterprises building that is also requesting Conditional Use approval at the June 22, 2022 City Commission). In terms of parking requirements for the properties included within the shared parking easement, 16 spaces required are required for Paradise Grills, 47 spaces are required for Ferguson Enterprises, 11 spaces are required from Sleep Number/Stretch Lab, and 50 spaces are required for First Watch, for a total of 124 spaces. As previously mentioned, there are 14 spaces provided on the subject property (Paradise Grills), 23 spaces provided on the proposed Ferguson Enterprises property, and 92 spaces provide on the Sleep Number/Stretch Lab/First Watch properties, for a total of 129 spaces that meets the requirements for all properties.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Aerial Map - 220 N Orlando Ave.pdf](#)

ATTACHMENTS:

[1587_BNDY-TOPO_R2--signed.pdf](#)

ATTACHMENTS:

[2012-12-17 Declaration of Access and Parking Easement.pdf](#)

ATTACHMENTS:

[2019-07-12 Parking Easement.pdf](#)

ATTACHMENTS:

[2022-05-25 EXTERIOR ELEVATIONS 220 N Orlando Ave.pdf](#)

ATTACHMENTS:

[CC-1 SITE PLAN.pdf](#)

ATTACHMENTS:

[SHARED PARKING AGREEMENT.pdf](#)



BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

LOT 9 AND LOT 10, KILLARNEY TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT 9 AND LOT 10, KILLARNEY TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN 40 FEET EAST OF THE SURVEY LINE OF STATE ROAD 15-600, SECTION 75030, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS:

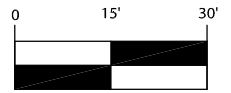
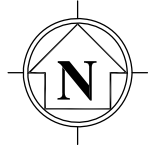
BEGIN ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AT A POINT 1322.27 FEET WEST OF THE SOUTHEAST CORNER OF SAID NE 1/4 OF SECTION 12, RUN THENCE NORTH 0°15'30" WEST, 15 FEET, THENCE RUN NORTH 0°14'30" WEST, A DISTANCE OF 2390.12 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 34,337.5 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°12'00" A DISTANCE OF 720 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 0°12'00" EAST A DISTANCE OF 720 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 0°57'30" EAST A DISTANCE OF 408.72 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8, KILLARNEY TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT BEING 30 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 8 FOR THE END OF THIS SURVEY LINE DESCRIPTION;

ALSO THE FOLLOWING:

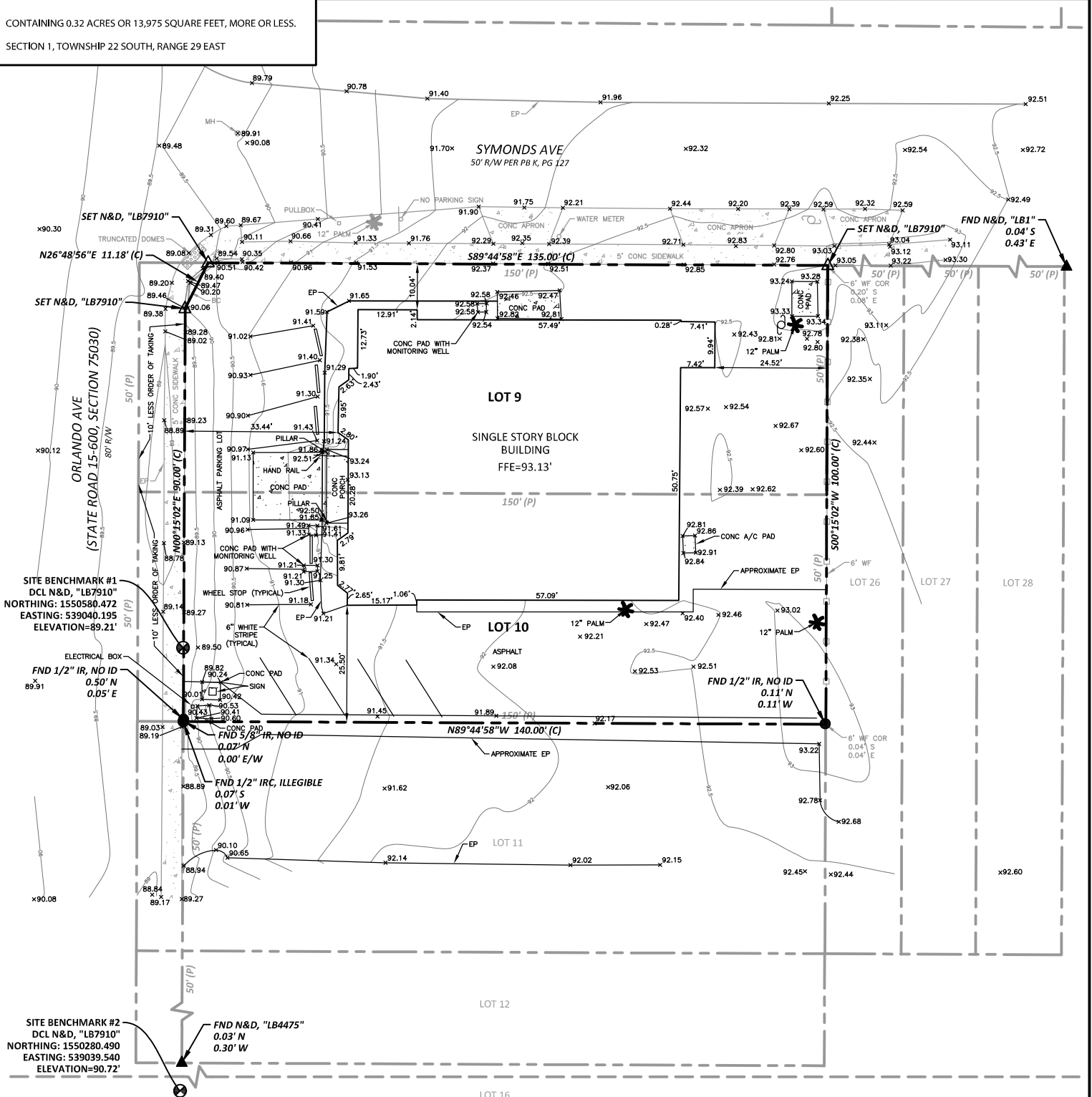
BEGIN ON THE NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600 AS LOCATED IN THE ABOVE DESCRIPTION, AT A POINT 10 FEET SOUTH OF THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SYMONDS AVENUE AS NOW EXISTS AND THE SAID NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600; THENCE RUN NORTH 10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SYMONDS AVENUE; THENCE RUN EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 5 FEET; THENCE RUN SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

CONTAINING 0.32 ACRES OR 13,975 SQUARE FEET, MORE OR LESS.

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

1. CALCULATED BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011. SOURCE DATA FOR STATE PLANE INFORMATION: NATIONAL GEODETIC SURVEY (NGS) MONUMENT PID "AK7131".

CERTIFY TO

Centre Corp, Inc.
First American Title Insurance Company
SouthState Bank

LEGEND

AB	- AS-BUILT	LB	- LICENSED BUSINESS
A/C	- AIR CONDITIONER	LS	- LICENSED SURVEYOR
AF	- ALUMINUM FENCE	*	- LIGHT POLE
L	- ARC LENGTH	M	- MEASURED
BFP	- BACKFLOW PREVENTER	MES	- MITERED END SECTION
C	- CALCULATED	MH	- MANHOLE
CB	- CHORD BEARING	N&D	- NAIL & DISK

Prepared by:/Return to:
JOHN R. SIMPSON, JR., ESQUIRE
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, Florida 32789
File No. 9187-10 (JRS)

DOC# 20120572010 B: 10491 P: 4480
12/18/2012 10:59:43 AM Page 1 of 15
Rec Fee: \$129.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: POHL & SHORT PA



DECLARATION OF ACCESS AND PARKING EASEMENT

THIS DECLARATION OF ACCESS AND PARKING EASEMENT (this "Declaration") is made the 17th day of December, 2012, by COMMERCIAL REALTY GROUP, INC., a Florida corporation ("CRG"), having an address at 140 North Orlando Avenue, Suite 150, Winter Park, Florida 32789.

RECITALS

A. CRG is the owner of real property located at 140 North Orlando Avenue, Winter Park, Florida, described on Exhibit A attached hereto (the "CRG Parcel"). Following the execution and recording of this Declaration, CRG intends to transfer the CRG Parcel to Carmel Café and Wine Bar, LLC, a Florida limited liability company ("Carmel") or such other party as Carmel may assign its contract for purchase to.

B. CRG is also the owner of real property located at 200 North Orlando Avenue, Winter Park, Florida, described on Exhibit B attached hereto (the "FP Parcel"). Following the execution and recording of this Declaration, CRG intends to transfer the FP Parcel to Frey Properties, L.L.C., a Florida limited liability company ("FP") or such other party as FP may assign its contract for purchase to.

C. The CRG Parcel and the FP Parcel are adjacent to each other.

D. CRG desires to make this Declaration to grant and create certain cross-access and parking easements as described herein and to impress upon the CRG Parcel and the FP Parcel certain covenants and restrictions which shall inure to the benefit and be binding upon the successor and assigns of CRG as to the CRG Parcel and the FP Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the benefits conveyed hereby on Carmel, FP, and the future owners of the CRG Parcel and the FP Parcel, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CRG

hereby declares and impresses upon the CRG Parcel and the FP Parcel the following access, easements, and use rights:

1. Access Easement for Benefit of FP Parcel. CRG hereby declares, grants, conveys and confirms for the benefit of the FP Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon the portion of the paved driveway on the CRG Parcel which straddles the boundary line running east and west between the CRG Parcel and the FP Parcel as crosshatched on the site plan attached hereto as Exhibit C (the "Site Plan") to provide access from the FP Parcel to North Orlando Avenue (the "**Orlando Avenue Access Easement**"). CRG also hereby declares, grants, conveys and confirms for the benefit of the FP Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon those paved driveways of the CRG Parcel existing from time to time as is reasonably necessary to provide access from the FP Parcel to Harper Street (the "**Harper Access Easement**"). The access easements hereby granted are for the use and benefit of the FP Parcel, and the current and future owners of the FP Parcel, and their successors and assigns. These easements shall run with the land and be appurtenant to the FP Parcel for the purpose of providing access to such property. The owner of the CRG Parcel shall retain for the benefit of the CRG Parcel the joint use and benefit of the Orlando Avenue Access Easement and the Harper Access Easement for access and for all other purposes consistent with the easement herein granted.

2. Access Easement for Benefit of the CRG Parcel. CRG hereby declares, grants, conveys and confirms for the benefit of the CRG Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon the portion of the paved driveway on the FP Parcel which straddles the boundary line running east and west between the CRG Parcel and the FP Parcel as crosshatched on the Site Plan to provide access from the CRG Parcel to North Orlando Avenue (the "**Orlando Avenue Access Easement**"). CRG also declares, grants, conveys and confirms for the benefit of the CRG Parcel a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and upon those paved driveways of the FP Parcel to provide access from the CRG Parcel to North Orlando Avenue by way of the Orlando Avenue Access Easement (the "**General Access Easement**"). The access easements hereby granted are for the use and benefit of the CRG Parcel, and the current and future owners of the CRG Parcel, and their successors and assigns. These easements shall run with the land and be appurtenant to the CRG Parcel for the purpose of providing access to such property. The owner of the FP Parcel shall retain for the benefit of the FP Parcel the joint use and benefit of the Orlando Avenue Access Easement and the General Access Easement for access and for all other purposes consistent with the easement herein granted.

3. Parking Easement and Dumpster Easement for Benefit of FP Parcel. CRG hereby declares, grants, conveys and confirms for the benefit of the FP Parcel a perpetual and exclusive easement for vehicular parking over and across that portion of the CRG Parcel marked by diagonal lines on the Site Plan (the "**Parking Easement**"), containing the eleven (11) parking spaces (the "FP Spaces"), provided that the owner of the CRG Parcel shall have the right to use the FP Spaces during those hours and times when the business located on the FP Parcel is closed (e.g. after closing for the day). The owner of the FP Parcel shall maintain no less than eight (8)

parking spaces on the FP Parcel which together with the FP Spaces located within the Parking Easement shall provide the FP Parcel with exclusive use of nineteen (19) spaces. The Parking Easement is intended to and shall include that portion of the FP Spaces which are partially located on the FP Parcel but which encroach onto the CRG Parcel. The FP Spaces shall be utilized only as daily parking for occupants of and visitors to the FP Parcel and shall not be used for any other purpose (e.g. overnight parking, off-site parking etc.) without the express and prior written consent of the owner of the CRG Parcel. The owners of the FP Parcel may, at the expense of the owner of the FP Parcel and subject to compliance with all applicable laws, post signs indicating that the FP Spaces are for the exclusive use of the owner of the FP Parcel and its invitees during FP's business hours.

CRG additionally declares, grants and conveys unto and for the benefit of the FP Parcel the right to access the dumpster pad currently located in the north-east corner of the CRG Parcel (and indicated on the Site Plan) and to have exclusive use of any dumpster located thereon to service the occupants of any building located on the FP Parcel ("**Dumpster Easement**"), subject to the following conditions: the owner of the FP Parcel shall, at its sole cost and expense and without contribution from the owner of the CRG Parcel (i) at all times maintain the dumpster pad and any dumpster located thereon in compliance with all applicable laws; (ii) cause any dumpster located thereon to be emptied as frequently as required to avoid any unsightly condition or unreasonable odor, but in no event less than once each week, (iii) to take any and all actions necessary to ensure that no refuse is located outside the dumpster. Notwithstanding anything to the contrary contained in this Declaration the owner of the CRG Parcel shall have the right, at its sole cost and expense, to relocate the current location of the dumpster pad and dumpster to any area within the CRG Parcel provided that it is no further away from the FP Parcel than as currently shown on the Site Plan. FP acknowledges that it shall accept the dumpster pad and any dumpster currently located thereon in their current "as is" condition. The Parking Easement and Dumpster Easement hereby granted are for the use and benefit of the current and future owners of the FP Parcel and their successors and assigns. These easements shall run with the land and be appurtenant to the FP Parcel.

4. Relocation of Easements. CRG declares that the CRG Parcel may be altered and/or redeveloped in the future which could necessitate the temporary and/or permanent relocation of the access and parking easements granted herein. The owner of the CRG Parcel and its successor owners shall have the right from time to time to relocate the Orlando Avenue Access Easement, Harper Access Easement, and Parking Easement as needed for construction, alterations, or redevelopment of the CRG Parcel. The owner of the CRG Parcel shall provide the owner of the FP Parcel at least thirty (30) days prior written notice of any re-development which would result in the relocation of any of the easement areas, which notice shall specify the new location of the affected easements which shall be subject to the approval of the owner of the FP Parcel, but which approval shall not be unreasonably withheld, conditioned or delay. Any proposed redevelopment or alterations to the CRG Parcel shall preserve access to the FP Parcel from North Orlando Avenue and from Harper Street and shall provide no less than eleven (11) parking spaces within reasonable proximity to the FP Parcel. The costs of any such redevelopment shall be borne by the owner of the CRG Parcel.

5. Maintenance of Easement Improvements. The owners of the CRG Parcel and the FP Parcel shall maintain the various easement areas described above as follows:

(a) Access Easements. The owner of the CRG Parcel shall maintain, repair and repave, as reasonably necessary, the access roadway within the Orlando Avenue Access Easement and Harper Access Easement and keep the same in good and drivable condition. The cost of such maintenance, repair and repaving of the foregoing access roadways shall be the responsibility of and be borne by the owner of the CRG Parcel. The owner of the FP Parcel shall maintain, repair and repave, as reasonably necessary, the access roadway within the General Access Easement and keep the same in good and drivable condition. The cost of such maintenance, repair and repaving of the General Access Easement shall be the responsibility of and borne by the owner of the FP Parcel.

(b) Parking Easement. The owner of the CRG Parcel shall maintain, repair and repave, as reasonably necessary, all parking spaces located on the CRG Parcel (including the FP Spaces) and keep the same in good condition and repair. The cost of any such maintenance, repair, and repaving shall be borne by the owner of the CRG Parcel, provided that the owner of the FP Parcel shall be required to reimburse the owner of the CRG Parcel for fifteen percent (15%) of such costs and expenses, payable within thirty (30) days of its receipt of an invoice therefore.

(c) Maintenance and Repair. The access roadways and parking areas shall be maintained by the responsible owner so as to maintain them in good condition and repair and in a manner so that the overall appearance of said access roadways and parking areas shall be fairly uniform. Should an owner who is responsible for maintaining, repairing, or repaving access roadways and parking spaces as described above fail to properly and timely meet its responsibilities, then the other owner shall have the right, upon thirty (30) days prior written notice to the defaulting owner which notice shall include the estimated cost of the required work, perform such work and recover the cost thereof from the defaulting owner unless the defaulting owner commences and the required work within said 30 day period and thereafter uses its best efforts to complete said work without delay. In the event any owner should fail to timely pay any costs due to the other owner under this Declaration it shall be deemed in default and the non-defaulting owner may advance such funds or recover, as applicable, from the defaulting owner any amounts due together with costs of collection and interest thereon at the highest rate allowed by law.

6. Easement Use and Duration. The access, easements and use rights granted herein shall be solely for the benefit of the CRG Parcel and the FP Parcel the respective current and future owners of such parcels and their invitees, and may not be utilized for the benefit of any other parties or properties without the prior written consent of the owner of the parcel burdened by such access, easement, or use rights. The access, easements and use rights created herein and the other terms and conditions described herein shall constitute covenants running with the land as described herein and shall be binding upon and shall inure to the benefit of the respective current and future owners of the CRG Parcel and the FP Parcel and their respective successors and assigns. The rights granted by this Declaration shall be exercised with due regard for the

rights of other and their use of such access, easements and use rights in a way that will not impair the rights of others to use them, and shall not obstruct or restrict passage thereon.

7. Indemnity and Insurance. The respective current and future owners of the CRG Parcel and the FP Parcel and their respective successors and assigns, by taking title to their respective parcels, on behalf of themselves and their successors in interest as owners of the CRG Parcel or the FP Parcel do hereby indemnify and hold the other owner harmless from and against any and all claims for injury or death of persons or damage to or loss of property, including environmental costs and liability, caused by any acts, omissions, neglect or violation of law by the indemnifying owner and/or its agents and employees acting within the scope of their agency or employment,. The foregoing indemnification shall not apply to claims or damages caused by the negligence or willful misconduct of the party to be indemnified. Each owner on behalf of itself and its successors in interest shall, at each owner's expense, obtain and maintain with one or more insurers qualified to do business in Florida comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00). Each owner benefited by an easement hereunder shall name each owner burdened by the easement as an additional insured in such insurance policy.

8. Authority. CRG represents and warrants that it is the owner of the CRG Parcel and the FP Parcel described herein, and it has full authority to execute this Declaration.

9. Enforcement and Attorney's Fees. The terms and conditions of this Declaration shall be enforceable by the current and future owners of the CRG Parcel and the FP Parcel and by their successors and assigns by legal or equitable action brought in the Circuit Court of Orange County, Florida. In connection with such actions, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs.

10. Notices. All notices under this Declaration shall be in writing and shall be given only by Certified Mail or by national overnight courier service. Notices, including notice of change of address shall be addressed or transmitted to the addresses set forth below or such other address as may otherwise be designated in the manner prescribed herein.

CRG:
Commercial Realty Group, Inc.
140 North Orlando Avenue, Suite 150
Winter Park, Florida 32789

FP:
Frey Properties, LLC
905 Greentree Drive
Winter Park, Florida 32789
Attn: Randy W. Frey, Manager

Carmel:

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Carmel Café and Wine Bar, LLC
3717 West North B Street
Tampa, Florida 33609
Attn: Alex Sullivan, Manager

11. Modification. Any modification of this Declaration shall be binding only if evidenced in writing signed by each owner of the CRG Parcel and the FP Parcel and recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, this Declaration has been executed as of the day and year first above written.

Witnesses:

COMMERCIAL REALTY GROUP, INC.

Donna L. Gardner
Print Name: DONNA L. GARDNER

By: [Signature]
Neill O'Brien, President

John Simpson Jr
Print Name: John Simpson Jr



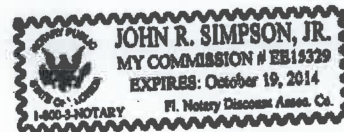
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17 day of December, 2012 by NEILL O'BRIEN, as President of Commercial Realty Group, Inc., a Florida corporation, on behalf of the corporation, who is ☒ personally known to me or who ☐ produced _____ as identification.

[Signature]
Print Name: _____
Notary Public - State of Florida
Commission Number: _____
My Commission Expires: _____

(NOTARY SEAL)



Attachments

- Exhibit A - CRG Parcel
- Exhibit B - FP Parcel
- Exhibit C - Site Plan

**CONSENT AND SUBORDINATION
TO EASEMENT
(Houston Springs Investments)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HOUSTON SPRINGS INVESTMENTS, LLC, a Florida limited liability company (hereinafter referred to as the "Mortgagee") is the owner and holder of (i) that certain Mortgage and Security Agreement by COMMERCIAL REALTY GROUP, INC., a Florida corporation (hereinafter referred to as the "Mortgagor") to and in favor of CB&T BANK OF MIDDLE GEORGIA, a Georgia banking corporation, dated August 1, 2008, and recorded August 13, 2008, in Official Records Book 9743, Page 4007, as assigned to Mortgagee by Assignment of Mortgage and Security Agreement recorded in Official Records Book 10024, Page 5510; and (ii) that certain Financing Statement (UCC-1) by Mortgagor to and in favor of Mortgagee recorded August 13, 2008, in Official Records Book 9743, Page 4040; all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Mortgage"), all of which encumber certain real property located in Orange County, Florida, more particularly described in the Mortgage (hereinafter referred to as the "Mortgaged Property"); and

WHEREAS, a portion of the Mortgaged Property is subject to that certain Declaration of Access and Parking Easement to which this Consent and Subordination is attached (the "Easement").

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Easement and agrees that the lien of its Mortgage on the Mortgaged Property is subordinated to the Easement.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Easement on this 10th day of December, 2012.

Signed, sealed and delivered
in the presence of:

HOUSTON SPRINGS INVESTMENTS,
LLC, a Florida limited liability company

By: Barnette E. Greene Jr.
Barnette E. Greene, Jr., Manager

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by BARNETTE E. GREENE, JR., as Manager of Houston Springs Investments, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

Margaret S. Jones
Notary Public
Name: Margaret S. Jones
(Printed or Typed)
Commission No.: FF 122298
My Commission Expires: 9/18/15



**CONSENT AND SUBORDINATION
TO EASEMENT
(Greene Trusts)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BARNETTE E. GREENE, JR. and HARIOT H. GREENE, as Co-Trustees of the Hariot H. Greene Revocable Trust dated June 29, 1999, as to a 50% interest, and BARNETTE E. GREENE, JR. and HARIOT H. GREENE, as Co-Trustees of the Greene Revocable Trust dated August 29, 1990, as to a 50% interest (hereinafter referred to as the "Mortgagee") is the owner and holder of (i) that certain Mortgage and Security Agreement by COMMERCIAL REALTY GROUP, INC., a Florida corporation (hereinafter referred to as the "Mortgagor") to CENTURY NATIONAL BANK, dated August 18, 2003, and recorded August 27, 2003, in Official Records Book 7070, Page 3430, as modified by Notice of Future Advance and Mortgage Modification and Spreader Agreement recorded in Official Records Book 7103, Page 2498, and Mortgage Modification Agreement and Reinstatement of Unconditional and Irrevocable Guaranties of Payment and Performance recorded in Official Records Book 9767, Page 8813, as assigned to Mortgagee by Assignment of Note, Mortgage and Other Loan Documents recorded at Official Records Book 9752, Page 7607, and those certain Assignments of Mortgage to Trust recorded in Official Records Book 10049, Page 3988 and Official Records Book 10049, Page 3992; and (ii) that certain Collateral Assignment of Leases and Rents recorded in Official Records Book 7070, Page 3447, as modified by Agreement recorded in Official Records Book 7103, Page 2498, and by Amended and Restated Collateral Assignment of Leases and Rents recorded in Official Records Book 7103, Page 2504, as assigned to Mortgagee by Assignment recorded in Official Records Book 9752, Page 7607, and Assignments recorded in Official Records Book 10049, Page 3988, and Official Records Book 10049, Page 3992; and (iii) that certain Financing Statement (UCC-1) by Mortgagor to and in favor of Mortgagee recorded in Official Records Book 7103, Page 2512; all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Mortgage"), all of which encumber certain real property located in Orange County, Florida, more particularly described in the Mortgage (hereinafter referred to as the "Mortgaged Property"); and

WHEREAS, a portion of the Mortgaged Property is subject to that certain Declaration of Access and Parking Easement to which this Consent and Subordination is attached (the "Easement").

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Easement and agrees that the lien of its Mortgage on the Mortgaged Property is subordinated to the Easement.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Easement on this 10 day of December, 2012.

Signed, sealed and delivered
in the presence of:

Hariot H. Greene Revocable Trust dated
June 29, 1999

By: Barnette E. Greene Jr.
Barnette E. Greene, Jr., Co-Trustee

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

By: Hariot H. Greene
Hariot H. Greene, Co-Trustee

Greene Revocable Trust dated
August 29, 1990

By: Barnette E. Greene Jr.
Barnette E. Greene, Jr., Co-Trustee

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

By: Hariot H. Greene
Hariot H. Greene, Co-Trustee

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by Barnette E. Greene Jr. and Hariot H. Greene, Co-Trustees of the Hariot H. Greene Revocable Trust dated the 29th day of June, 1999, and Co-Trustees of the Greene Revocable Trust dated the 29th day of August, 1990, who are personally known to me ☒, or who have produced _____ as identification and who did ☐/did not ☒ take an oath.

Margaret S. Jones
NOTARY PUBLIC



EXHIBIT A – CRG PARCEL

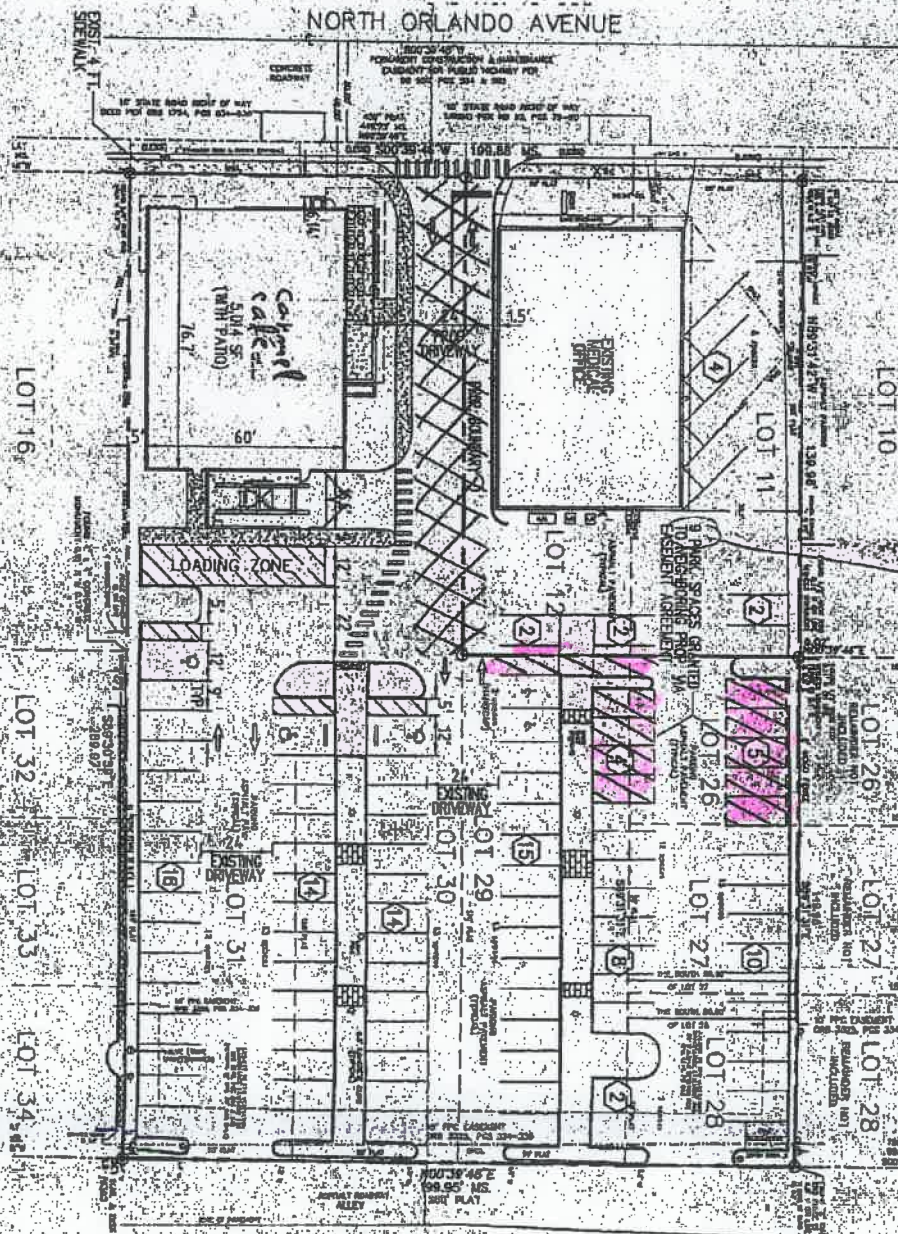
Lots 13, 14, 29, 30, 31 and the South 50 feet of Lots 26, 27 and 28, KILLARNEY TERRACE, according to the Plat thereof as recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida, Less right-of-way for Orlando Avenue (Highway 17-92).

EXHIBIT B – FP PARCEL

Lots 11 and 12 (Less the West 10 feet for Road) KILLARNEY TERRACE, according to the Plat thereof as recorded in Plat Book K, Page 127, Public Records of Orange County, Florida.

EXHIBIT C – SITE PLAN

{00013677.DOC.3}M:\P59\9187\010\Docs\Declaration of Access & Parking Easement-001.doc



PARKING CALCULATION

EXISTING PARKING = 89 SPACES

REQUIRED PARKING

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 1 SPACE PER 50

PATRON AREA = 3,936 SF

= 3,936 SF / 50

= 79 SPACES

TOTAL PARKING REQUIRED = 98 S

PARKING PROVIDED

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 79 SPACES

TOTAL = 98 SPACES

PARKING EASEMENT

THIS PARKING EASEMENT (the "Easement") is made the 12 day of July, 2019, by PRN Real Estate & Investments, Ltd., a Florida limited liability partnership ("PRN"), whose address is 3200 S. Hiawasse Road, Suite 250, Orlando, Florida 32835 and CentreCorp, Inc., a Florida corporation ("CentreCorp").

RECITALS

- A. PRN is the owner of real property located at 140 North Orlando Avenue, Winter Park, Florida, described on **Exhibit "A"** attached hereto (the "140 N Orlando Parcel").
- B. PRN is also the owner of real property located at 1133 W. Morse Blvd., Winter Park, Florida, described on **Exhibit "B"** attached hereto (the "1133 W Morse Parcel").
- C. CentreCorp is the owner of real property located at 220 N. Orlando Avenue, Winter Park, Florida described on **Exhibit "C"** attached hereto (the "220 N Orlando Parcel")
- D. The 140 N Orlando Parcel and the 1133 W Morse Parcel are adjacent to each other and the 220 N Orlando Parcel is near both of the other parcels, all as shown on the attached **Exhibit "D"**.
- E. PRN, as the owner of the 140 N Orlando Parcel, desires to grant and create certain parking easements as described herein for the benefit of 1133 W Morse Parcel and the 220 N Orlando Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the benefits conveyed hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Parking Easement.

PRN hereby declares, grants, conveys and confirms for the benefit of the 1133 W Morse Parcel and the 220 N Orlando Parcel a perpetual and non-exclusive easement for vehicular parking over the 140 N Orlando Parcel for any overflow parking that may be needed; provided that at all times the 1133 W Morse Parcel and 220 N Orlando Parcel must maintain sufficient parking as currently exists and for the business(es) located thereon.

2. Easement Use and Duration. The easement granted herein shall be solely for the benefit of the 1133 W Morse Parcel, the 220 N Orlando Parcel and their invitees, and may not be utilized for the benefit of any other parties or properties without the prior written consent of the owner of the 140 N Orlando Parcel.

3. Covenants Running with the Land. The easements created herein and the other terms and conditions described herein shall constitute covenants running with the land as described herein and shall be binding upon and shall inure to the benefit of the 1133 W Morse Parcel, 220 N Orlando Parcel and their respective successors and assigns. The rights granted by this Easement shall be exercised with due regard for the rights of other and their use of such easements in a way that will not impair the rights of others to use them.

4. Indemnity and Insurance. The owners of the 1133 W Morse Parcel, the 220 N Orlando Parcel and their respective successors and assigns state that all leases on their respective parcels shall require their tenants to indemnify and hold the 140 N Orlando Parcel owner harmless from and against any and all claims for injury or death of persons or damage to or loss of property and liability, caused by any acts, omissions, neglect or violation of law by the

DOC# 20190506642
08/15/2019 10:46:33 AM Page 1 of 8
Rec Fee: \$69.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
SA - Ret To: CENTRECOP, INC

indemnifying owner, tenant and/or its agents and employees. The foregoing indemnification shall not apply to claims or damages caused by the negligence or willful misconduct of the party to be indemnified. The 1133 W Morse Parcel and the 220 N Orlando Parcel owner shall require any tenants who are leasing their respective parcels to obtain and maintain with one or more insurers qualified to do business in Florida a comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) naming the 140 N Orlando Parcel owner as an additional insured in its insurance policy.

5. **Enforcement and Attorney's Fees.** The terms and conditions of this Easement shall be enforceable by the parties to the Easement and by their successors and assigns by legal or equitable action brought in the Circuit Court of Orange County, Florida. In connection with such actions, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs.
6. **Notices.** All notices under this Easement shall be in writing and shall be given only by certified mail or by national overnight courier service. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth above or such other address as may otherwise be designated in the manner prescribed herein.
7. **Modification.** Any modification of this Easement shall be binding only if evidenced in writing signed by each owner of the 140 N Orlando Parcel, the 1133 W Morse Parcel and the 220 N Orlando Parcel.

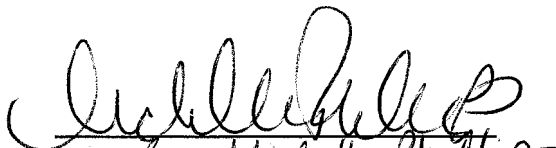
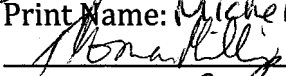
IN WITNESS WHEREOF, this Easement has been executed as of the day and year first above written.

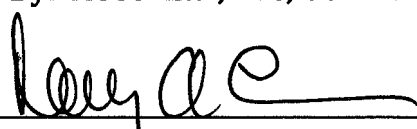
Signed, sealed and delivered in
the presence of:

140 N Orlando Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

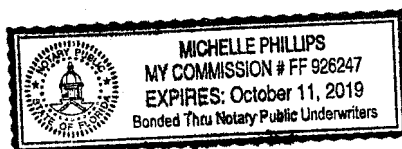
By: ROSSMAN, LLC, General Partner


Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 of July, 2019, by Nancy A. Rossman as Manager of Rossman, LLC, General Partner of PRN Real Estate & Investments, Ltd., a Florida limited liability partnership. She is personally known to me and did not take an oath.



Notary

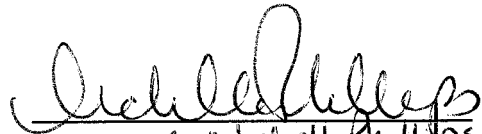
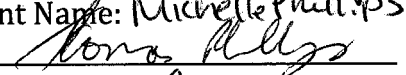

Print Name: Michelle Phillips

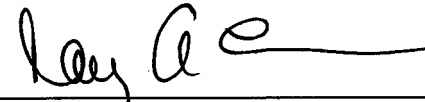
Signed, sealed and delivered in
the presence of:

1133 W Morse Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

By: ROSSMAN, LLC, General Partner

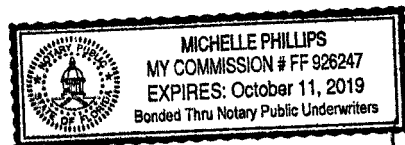

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 of July, 2019,
by Nancy A. Rossman as Manager of Rossman, LLC, General Partner of PRN Real Estate &
Investments, Ltd., a Florida limited liability partnership. She is personally known to me and
did not take an oath.



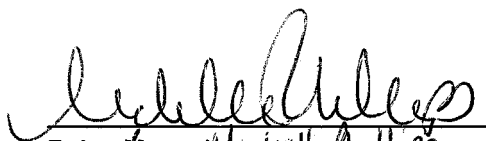
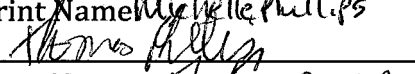
Notary

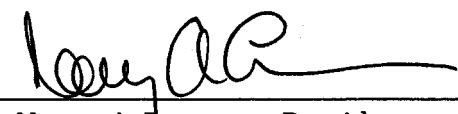
Print Name: Michelle Phillips

Signed, sealed and delivered in
the presence of:

220 N Orlando Parcel Owner:

CENTRECORP, INC., a Florida corporation

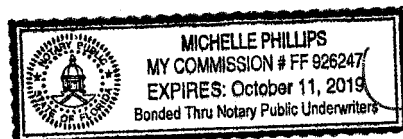

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 of July, 2019,
by Nancy A. Rossman as President of CentreCorp, Inc., a Florida corporation. She is personally
known to me and did not take an oath.



Notary

Print Name: Michelle Phillips

CONSENT AND SUBORDINATION TO EASEMENT
140 N Orlando Parcel Mortgagee

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Seacoast National Bank, a national banking association, (hereinafter referred to as the "Mortgagee") is the owner and holder of (i) that certain Mortgage and Security Agreement by PRN Real Estate & Investments, Ltd., a Florida limited liability company (hereinafter referred to as the "Mortgagor") to and in favor of Mortgagee, dated June 22, 2018 and recorded June 22, 2018, in Official Records Document #20180371854 (hereinafter collectively referred to as the "Mortgage"), all of which encumber certain real property located in Orange County, Florida, more particularly described in the Mortgage (hereinafter referred to as the "Mortgaged Property"); and

WHEREAS, a portion of the Mortgaged Property is subject to that certain Access and Parking Easement to which this Consent and Subordination is attached (the "Easement").

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Easement and agrees that the lien of its Mortgage on the Mortgaged Property is subordinated to the Easement.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Easement on this 25 day of July 2019.

Signed, sealed and delivered in the presence of:

Saita Jahn
SAITA JAHUR
 Print Name: Morisol Mender
 Print Name:

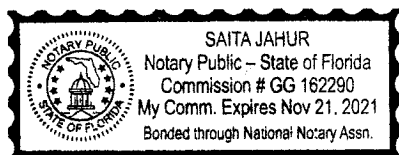
Seacoast National Bank

[Signature]
 By: Robert Dyer
 Its: SVP

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 of July, 2019, by Robert Dyer the SVP of Seacoast National Bank. () She/He is personally known to me and did not take an oath or () has produced FIDELIS as identification.



Notary

Saita Jahn

Print Name: SAITA JAHUR

Exhibit "A"
LEGAL DESCRIPTION

Lot 13, 14, 29, 30 and 31 and the South 50.00 feet of Lots 26, 27 and 28, Killarney Terrace, according to the plat thereof as recorded in Plat Book K, Page 127, Public Records of Orange County, Florida, less and except road right-of-way on West for Orlando Avenue (Highway 17-92).

Exhibit "B"

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Lots 32, 33 and 34, Killarney Terrace, according to the map or plat thereof recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida.

LESS AND EXCEPT, that portion thereof described in Right of Way Deed recorded in Official Records Book 3243, Page 1641 of the Public Records of Orange County, Florida, described as follows:

Begin at the Southeast corner of Lot 34, Killarney Terrace as recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida; thence proceed northerly along the easterly line of said Lot 34, which is also the westerly line of the Right of Way of the City of Winter Park, a municipal corporation, for a distance of 19.0 feet; thence run South 30°00'00" West, 21.94 feet; thence easterly along the northern Right of Way line of Morse Boulevard to the Point of Beginning.

"C"
Exhibit ~~C~~
Legal Description

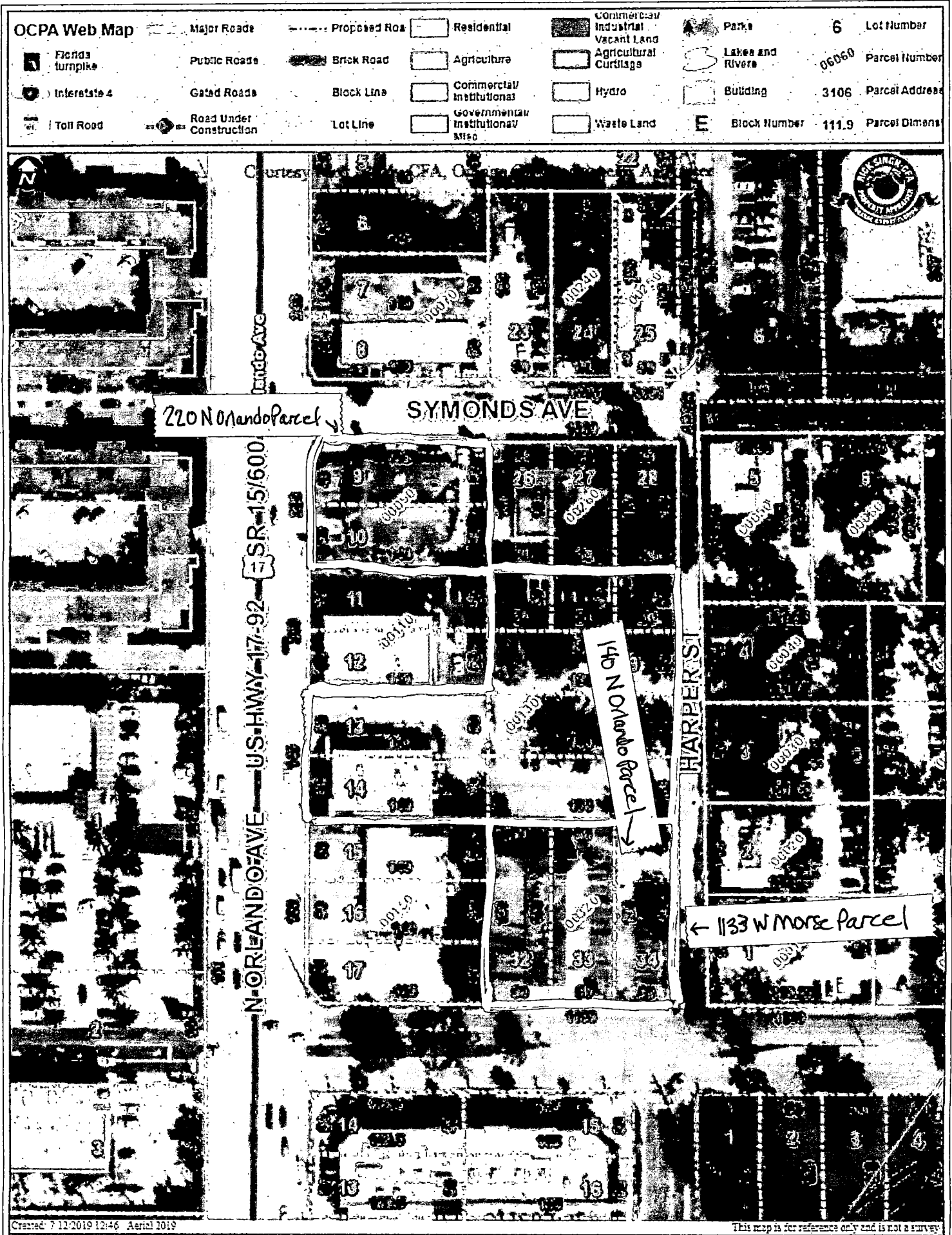
Lot 9 and Lot 10, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida, less and except the following described parcel:

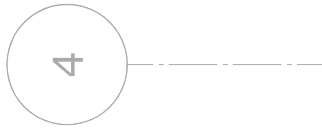
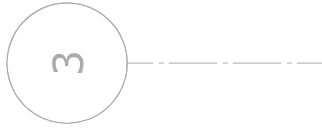
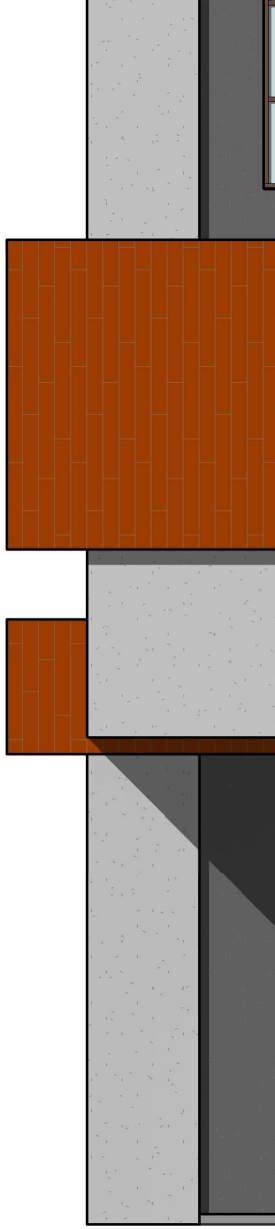
That part of Lot 9 and Lot 10, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida, lying within 40 feet East of the survey line of State Road 15-600, Section 75030, said survey line being described as follows:

Begin on the South line of the Northeast ¼ of Section 12, Township 22 South, Range 29 East, at a point 1322.27 feet West of the Southeast corner of said NE ¼ of Section 12, run thence North 0°15'30" West .15 feet, thence run North 0°14'30" West, a distance of 2390.12 feet to the beginning of a curve concave Easterly, having a radius of 34,337.5 feet; thence along said curve through a central angle of 01°12'00" a distance of 720 feet to the end of said curve; thence run North 0°12'00" a distance of 720 feet to the end of said curve; thence run North 0°57'30" East a distance of 408.72 feet to a point on the Westerly extension of the South line of Lot 8, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida; said point being 30 feet West of the Southwest corner of said Lot 8 for the end of this survey line description; ALSO THE FOLLOWING: begin on the new East right of way line of State Road 15-600 as located in the above description, at a point 10 feet South of the intersection of the South right of way line of Symond Avenue as now exists and the said new East right of way line of State Road 15-600; thence run North 10 feet to the South right of way line of Symond Avenue; thence run East along said South right of way line 5 feet; thence run Southwesterly along a straight line to the Point of Beginning.

7/12/2019

Exhibit "D" Printing





THE LINE SHOWN ABOVE IS
EXACTLY ONE INCH LONG AT THIS
SHEETS ORIGINAL PAGE SIZE

3

NOTES

GENERAL:

PROJECT SHALL COMPLY WITH THE DESIGN STANDARDS SET FORTH BY CITY OF WINTER PARK, FLORIDA.

LANDSCAPING:

ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE.

SIGNAGE:

ALL SIGNAGE SHALL COMPLY WITH CITY OF WINTER PARK LAND DEVELOPMENT CODE.

LIGHTING:

ALL LIGHTING SHALL COMPLY WITH CITY OF WINTER PARK LAND DEVELOPMENT CODE.

RAMPS:

ALL PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY SHALL HAVE CAST-IN-PLACE DETECTABLE WARNING MATS.

STORMWATER MANAGEMENT

OWNERSHIP AND MAINTENANCE OF STORM WATER EXFILTRATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE STORM WATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET CITY OF WINTER PARK CODE AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 12095C0255F, EFFECTIVE SEPTEMBER 25, 2009 THE DESCRIBED PROPERTY IS WITHIN ZONE "X" WITH NO BASE FLOOD ELEVATION ESTABLISHED.

FIRE

FIRE DEPARTMENT ACCESS AND WATER SUPPLY SHALL COMPLY WITH NFPA 1 (2022 EDITION) AND FLORIDA FIRE PROTECTION CODE (7TH EDITION).

PROPOSED PARADISE GRILL SITE PARKING REQUIRED:
PROPOSED FERGUSON SITE PARKING REQUIRED:
SLEEP NUMBER / STRETCH LAB PARKING REQUIRED:
FIRST WATCH PARKING REQUIRED:
TOTAL PARKING REQUIRED:

PROPOSED PARADISE GRILL SITE PARKING PROVIDED:
PROPOSED FERGUSON SITE PARKING PROVIDED:
EXISTING PARKING PROVIDED
(SLEEP NUMBER / STRETCH LAB / FIRST WATCH):
TOTAL PARKING PROVIDED:

NOTE: CONDITIONAL USE APPROVAL OF PARADISE GRILL
NOT CONTINGENT UPON CONDITIONAL USE APPROVAL OF
FERGUSON ENTERPRISES.



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in person.)	meeting date June 22, 2022
prepared by Jeffrey Briggs	approved by John Harbilas, Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of Charles Veigle, Sr. and Kathleen Greene for:

item list

- Ordinance - to amend the comprehensive plan map to change the future land use designation of Office to Single Family Residential on the property at 2525 Audrey Avenue (1st reading)
- Ordinance - to amend the official zoning map from Office (O-1) zoning to Single Family (R-1AA) zoning on the property at 2525 Audrey Avenue, (1st reading)
- Subdivision plat approval to divide the property at 2525 Audrey Avenue into three single family home lots.

motion / recommendation

The P&Z Board voted 5-1 to recommend approval of this request with the following conditions:

1. That a Note is provided on the Plat indicating that the boathouse/dock dimensions be limited to no more than 30 feet into the lake, that the structures be no wider than 16 feet and that the structures be permitted a 5-foot side setback measured on the land with the Lake Killarney Advisory Board permitted to grant variances as necessary to protect the existing cypress trees.
2. That the plans for the roadway construction within the right-of-way area, be subject to the approval of the City Traffic Engineer in order to assess and insure the adequacy of backup access for the existing parking lot at 2531 Audrey Ave; and
3. That the site plan for the roadway construction accommodate the 2531 Audrey Ave pole sign remaining in place providing the opportunity to apply for a right-of-way utilization permit to maintain the existing pole sign in its current location; and
4. That the proposed perimeter wall for the subject property, stop at the front leading edge of the existing office building at 2531 Audrey Ave.

background

The vacant property at 2525 Audrey Avenue is 84,731 square feet in size (1.95 acres) , and was formerly owned by Florida Hospital (Advent Health) via connection to their Centra Care and Blood Center medical facilities at 2540 and 2566 Lee Road, prior to the sale of this parcel to the applicants in 2004. This property has an existing future land use designation of Office, and is zoned O-1. The applicants desire to subdivide the property into three, single-family, lakefront lots and need to change the Office (O-1) future land use/zoning designations to single family residential (R-1AA).

Current Permitted Use:

With the existing land use/zoning designation of office, this property could be used for up to a three story, 55-foot tall, 38,129-square foot office building with 152 parking spaces. Furthermore, the parking lot could be within 25 feet of the lake. At the maximum building size, the traffic generation would be approximately 650 cars/day, and the hours of operation would not be restricted by City codes.

Proposed Future Use:

This request is to subdivide the property into three lakefront lots, served by a common driveway. Lot #1 would be 23,475 square feet, Lot #2 would be 30,854 square feet, and Lot #3 would be 30,402 square feet. Lots #2 and #3 are larger because they share ownership of the common driveway. While this is a private driveway, the city codes do not permit it to become a gated community.

These proposed lots exceed the minimum width and area requirements of the proposed R-1AA zoning, and they exceed the size of the neighboring lakefront and non-lakefront properties. To planning staff, the comparisons with the neighboring lakefront lots were the most important factor. The average width of the neighboring lakefront lots is 78 feet and median lot width is 80 feet. Average lot size is 16,994 square feet, and the median lot size is 14,678 square feet. As a result, the proposed lots exceed the minimum requirements of the R-1AA zoning, and exceed the Comprehensive Plan compatibility comparison for just the lakefront lots. Adding in the non-lakefront lots reduces those average and median comparisons even further.

Subdivision Plans:

The subdivision plans show provision of sanitary sewer to these lots via a connection to the lift station on the east property line, that serves the 87 apartment units in the adjacent Lakeside Manor apartment property. A new water line including fire hydrants will be extended into this site. One unique aspect of this property is that the purchase came with the requirement to provide for storm water retention for the Advent Health properties to the north. The retention area shown in the northeast corner of the site is

sized to accommodate that runoff and the new runoff from the common driveway. Each individual lot then will provide on-site retention for their single-family residence and other improvements on each property. The implementation of this subdivision will be via a formal replat and the creation of a Homeowners Association that will share in the expense of maintaining all of the common features of the development. The plat is also the vehicle for recording any conditions of approval granted to this development.

Lakefront Reviews:

As these new single-family lots will be lakefront lots, each individual home will need approval by the Planning and Zoning Board for conformance to the environmental aspects of those reviews. Any boathouses/docks will need review and approval by the Lake Killarney Advisory Board. Given the narrow widths at the lakefront portion of these lots (40-50 feet), staff is suggesting a condition of approval to limit the width of any boathouse/docks to no more than 16 feet. This is the same condition placed on the newly created lakefront lots along Country Club Drive, which have a similar narrow lakefront width.

Adjacent Allstate Insurance Office:

At the entrance to this property at 2531 Audrey Avenue, is a 1953 home, which was converted to an Allstate insurance office. The property has a pole sign that is located within the platted right-of-way area and uses the right-of-way for access to/from their gravel parking lot. Attached is a picture of the 1926 Killarney Acres plat showing this right-of-way which is called Killarney Blvd. There is no roadway there today, but the applicant plans to use part of that area for the roadway into and out of the subdivision. It varies in width from 50 to 70 feet wide, and just like a typical right-of-way anticipates a two-way roadway 24 feet in width.

The owners of the Allstate Insurance office are concerned that the new roadway interferes with the current parking layout and the existing Allstate pole sign. At the P&Z Board meeting the attorney and owners presented these concerns. The P&Z Board with assistance from the City Attorney crafted conditions of approval to address these concerns. There is ample land in the right-of-way to create the new roadway, allow the sign to stay in place and accommodate the access for Allstate.

Summary and Recommendation

For a variety of reasons, the cumulative impacts of building height, building size, traffic generation and intensity of use are all less impactful via this requested land use change from office to single family residential. The three proposed lakefront lots exceed the requirements of the R-1AA zoning, and are comparable with the lot sizes of the surrounding neighborhood. The three proposed homes will need the subsequent lakefront approval by the Planning and Zoning board, at which time the specific details on

the lakefront review criteria will be provided to the Board. As previously mentioned, given the narrow widths at the lakefront portion of these lots (40-50 feet), staff is suggesting a condition of approval to limit the width of any boathouse/docks to no more than 16 feet. This is the same condition placed on the newly created lakefront lots along Country Club Drive, which have a similar narrow lakefront width.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Map and aerial.pdf](#)

ATTACHMENTS:

[22-04-05 Rev Submittal for 2525 Audrey Ave..pdf](#)

ATTACHMENTS:

[zoomed in aerial map.pdf](#)

ATTACHMENTS:

[Letter from 2531 Audrey property owner.pdf](#)

ATTACHMENTS:

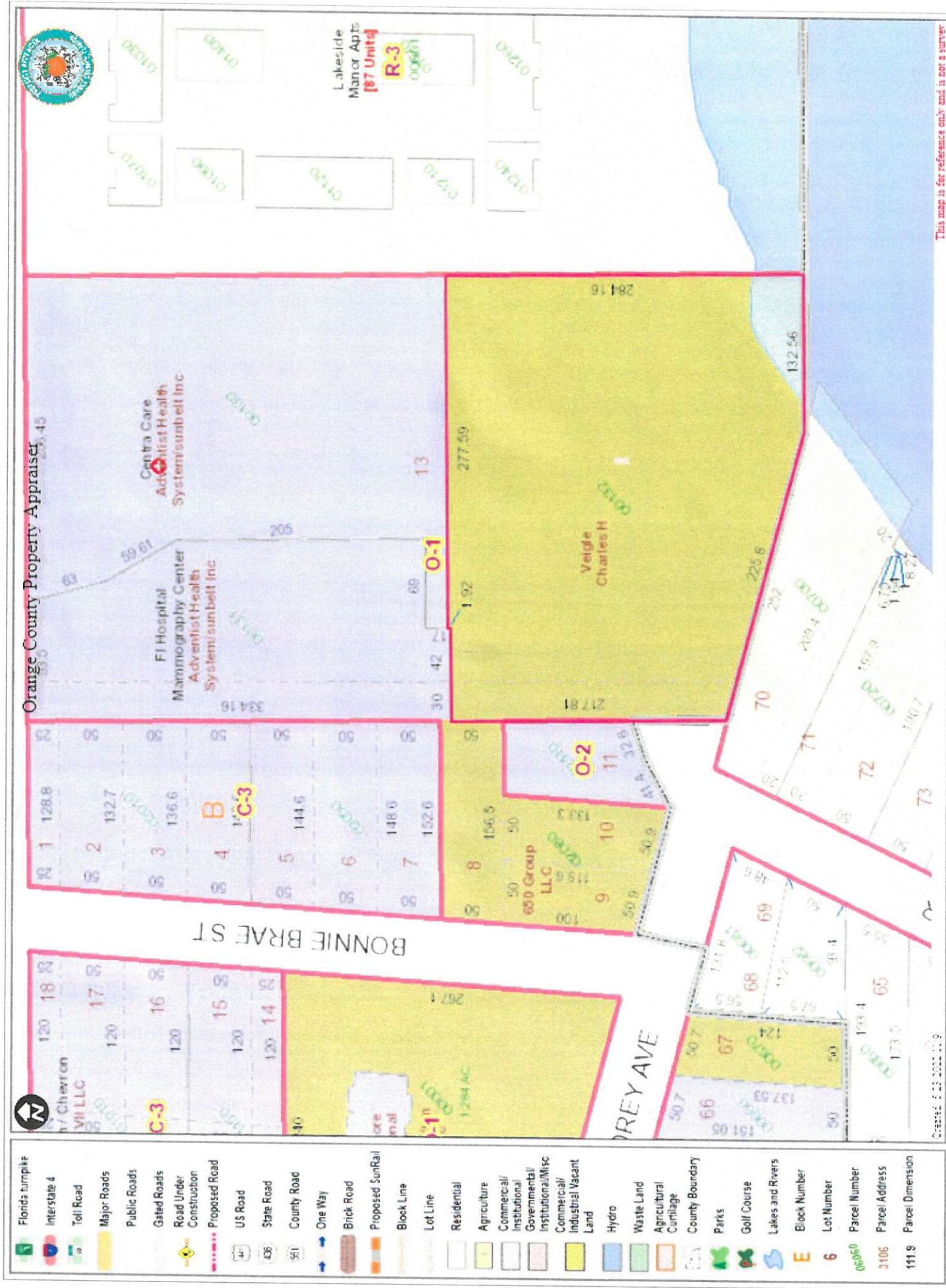
[Ord._2525 Audrey_Comp. Plan FLU.doc](#)

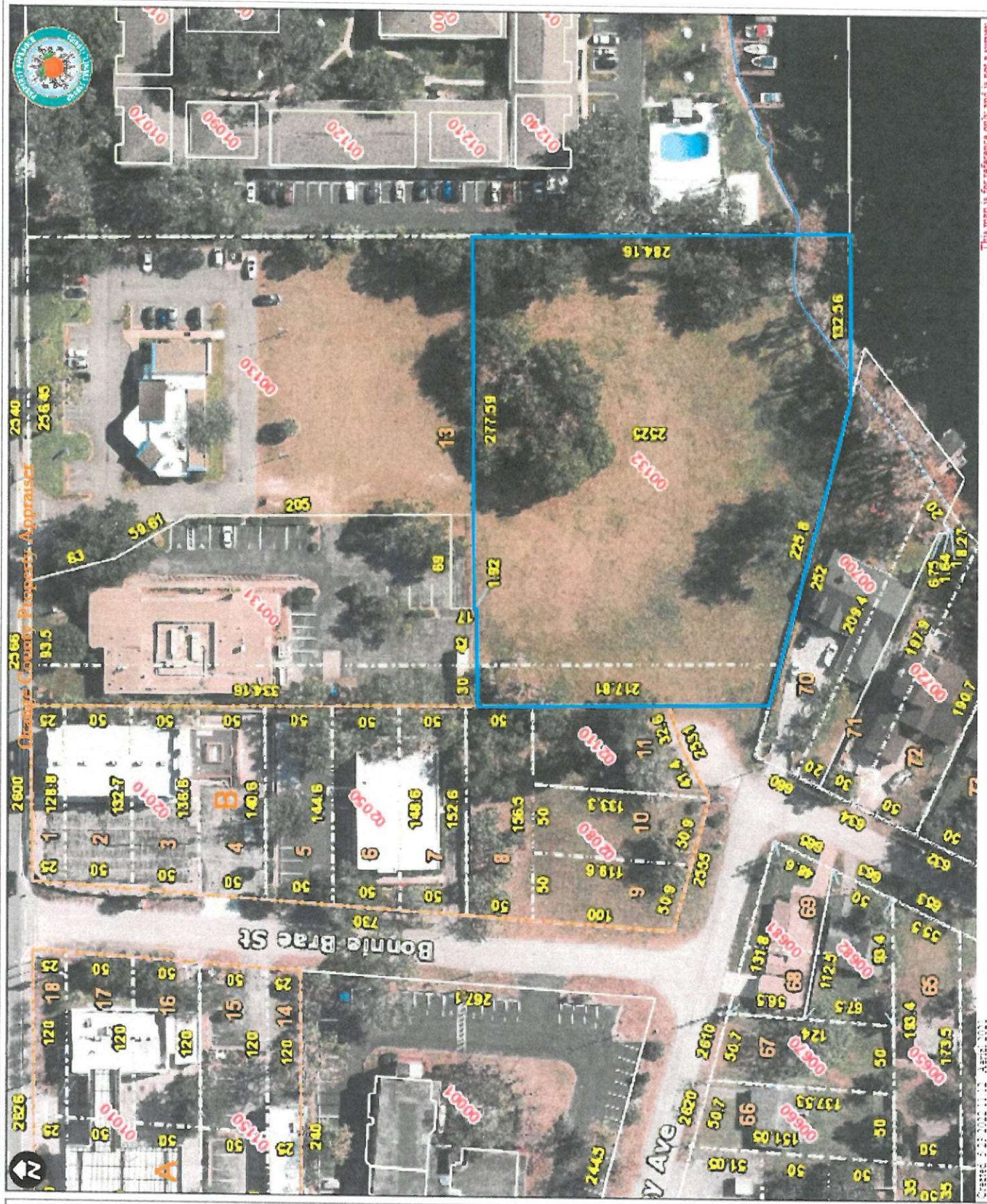
ATTACHMENTS:

[Ord._2525 Audrey_Zoning.doc](#)

ATTACHMENTS:

[Allstate Right-Of-Way picture.jpg](#)

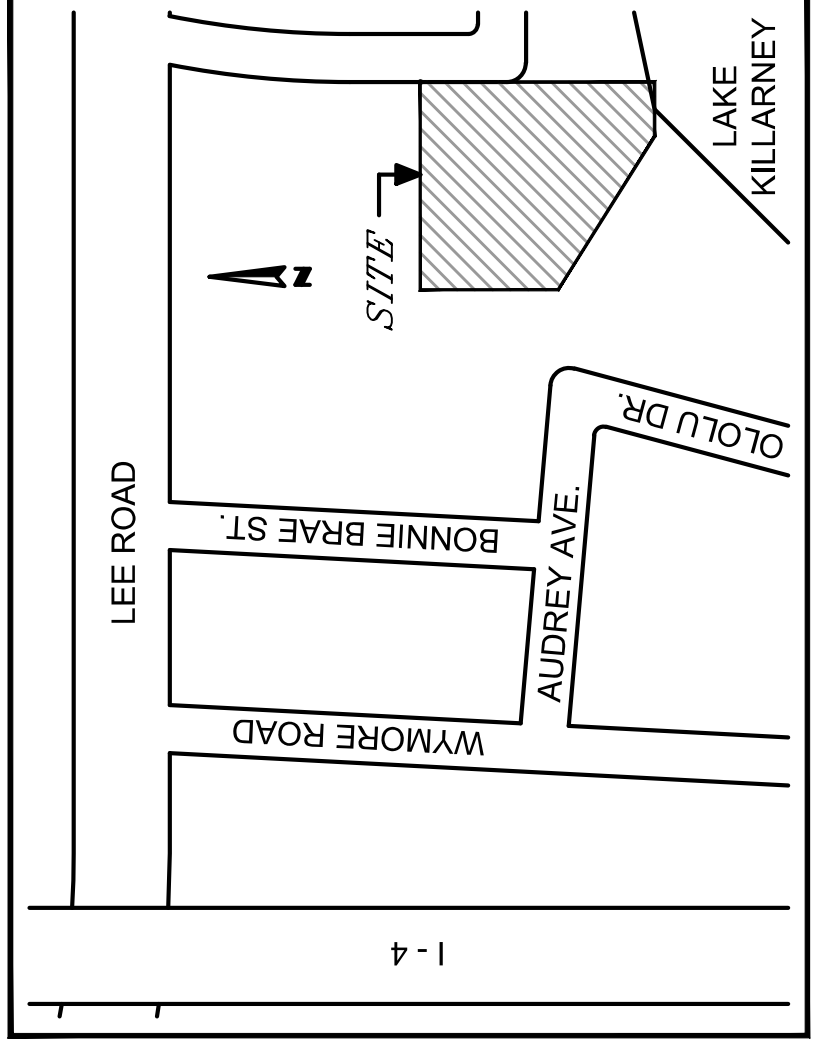




- Florida turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road
- State Road
- County Road
- One Way
- Brick Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional
- Commercial/Industrial/Misc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

This map is for reference only and is not a survey

PRE



N 00°23'41" W

N 89°36'18" E

72.0



SITE DATA TABLE

CURRENT ZONING:

O-1

FUTURE ZONING:

R1-AA

CURRENT LAND USE:

VACANT

FUTURE LAND USE:

RESIDENTIAL - SINGLE FAMILY

FLOOR AREA RATIO:

38%

BUILDING SETBACKS:

FRONT = 25'

SIDES = 10'

REAR = 50'

LANDSCAPE BUFFERS:

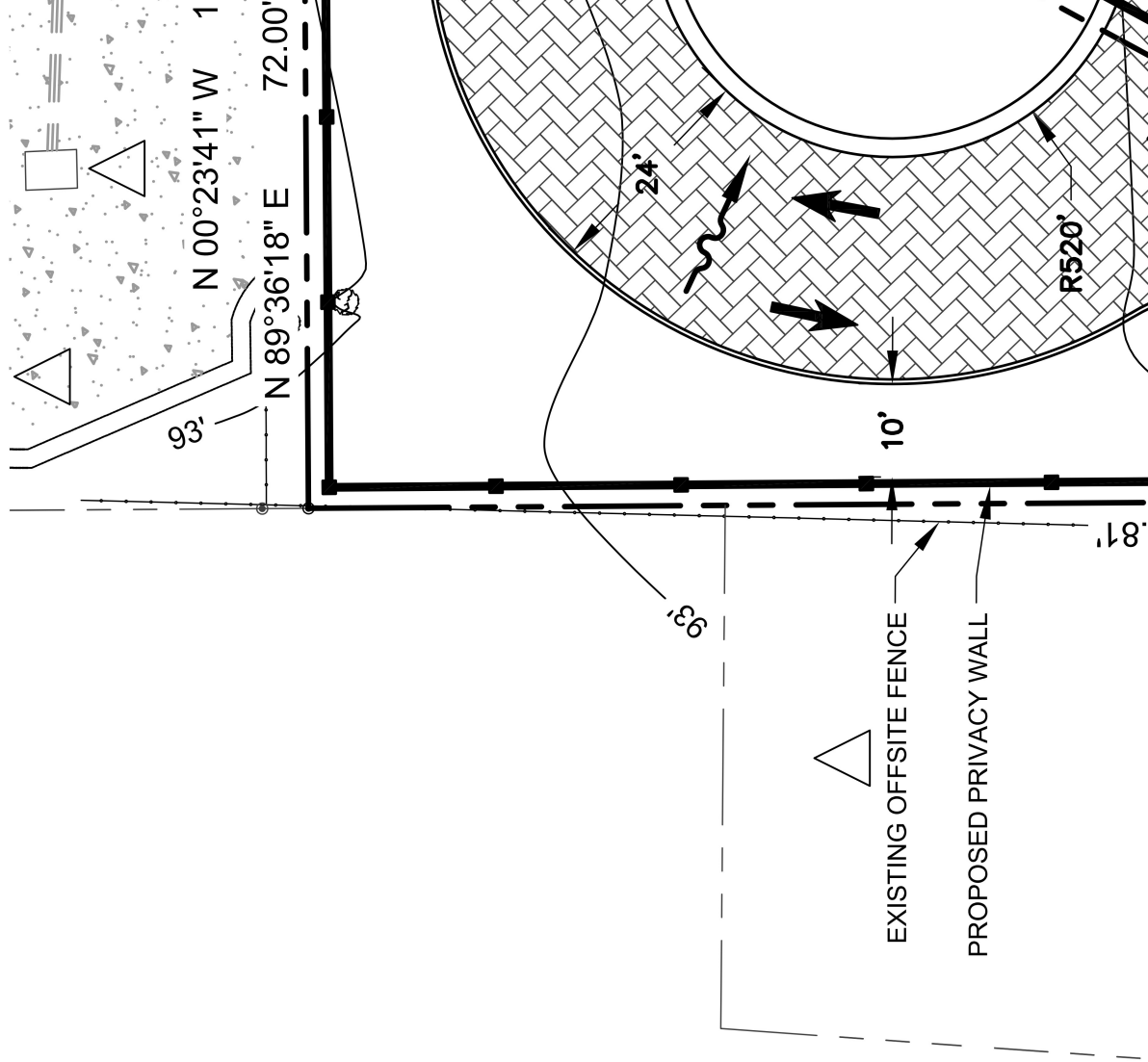
FRONT = 10'

SIDES = 10'

REAR = 10'

PROPOSED CONDITIONS:

IMPERVIOUS (BUILDINGS) =



Boundary & Topographic Survey

Legal Description:

A PORTION OF LOT 13 AND THE EAST 30 FEET OF VACATED RIGHT-OF-WAY ON THE WEST SIDE; PLAN OF WEST WINTER PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 62, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID LOT 13 THENCE RUN SOUTH 89° 50'33" WEST ALONG THE SOUTH LINE OF SAID LOT 13 FOR A DISTANCE OF 132.56 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE RUN NORTH 74° 14'27" WEST FOR A DISTANCE OF 225.80 FEET TO A POINT ON THE WESTERLY LINE OF A VACATED 30.00 FOOT UNNAMED RIGHT OF WAY VACATED PER OFFICIAL RECORDS BOOK 114, PAGE 457 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTH 00° 23'42" WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 217.81 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN NORTH 89° 36'18" EAST, FOR A DISTANCE OF 72.00 FEET; THENCE RUN NORTH 00° 23'42" WEST, FOR A DISTANCE OF 1.92 FEET; THENCE RUN NORTH 89° 23'13" EAST FOR A DISTANCE OF 277.59 FEET TO A POINT ON THE EASTERLY LINE OF AFORESAID LOT 13; THENCE RUN SOUTH 00° 21'53" EAST FOR A DISTANCE OF 284.16 FEET TO AFORESAID POINT OF BEGINNING.

FLOOD DISCLAIMER:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X & AE. THIS PROPERTY WAS FOUND IN ORANGE COUNTY, COMMUNITY NUMBER 120179, DATED 09/25/2009.

CERTIFIED TO:
VEIGLE PROPERTIES

01-22-

Exis
Fu

Fnd. 3/4" Iron Rod
(No Identification)

N 8

Parcel ID

01-22-29-9180

Owner

650 Wym

Professional

Condominium

Inc.

Existing Zonin

Future Land

Office Profes



5/16/2022

To: Nick Lewis, Winter Park Planning
From: Madonna and Victor Morel
Re: 2531 Audrey Ave Winter Park, Florida 32789

Thank you for speaking with us on Friday.

This is our letter of objection, per our conversation.

We received a citywide Public Notice in the mail concerning Charles Veigle, Sr., and Kathleen Green who own 2525 Audrey Avenue and are requesting a variance to exit from their property via a two-way road at the corner of Audrey Avenue and Ololu Drive in Winter Park, Florida.

Specifically, we object to a point on the notice:

“Comprehensive Plan Policy text amendment to not require unplotted lakefront tracts to provide public access”.

As you know, the area in front of our property located at 2531 Audrey Avenue, was never created to allow for a two-way exit. In the past there was plotted a one-way street from Audrey Avenue to Lee Road and the City has since sold the easement for the one-way street exiting onto Lee Road.

If you see in the sketch with the notice, in order to force a two-way road leading to 2525 Audrey Avenue from Audrey Avenue, this will destroy the commercial value and free use of our property and its approved current use.

You can notice for example, a concrete wall in front of our property and stop sign that would only allow us twenty-four feet to enter and exit our property which is contrary to our current approved use.

We understand that the owners are trying to find egress and ingress to their property because they eliminated their only way of egress when they bought the easement from the city, where the road was supposed to go.

We also understand that if ingress is given in front of our property by the City, then an exit will need to be created, elsewhere.

Someone must have assumed due to the triangular shape of the City land in front of our property that a two-way entrance and exit could be created but this is not the case as the City does not have enough land to create a legal road.

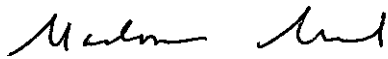
We have been approached at various times in the past by the owner to force us to accept a two way entrance that would ruin our property and put our employees and clients in danger.

Previously we personally spoke with the head of the building department to raise our complaint.

We would like to have this problem permanently resolved.

Thank you for time and help in this matter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Madonna".A handwritten signature in cursive script, appearing to read "Victor Morel".

Madonna and Victor Morel

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I,
"COMPREHENSIVE PLAN" SO AS TO CHANGE THE DESIGNATION
OF OFFICE TO SINGLE FAMILY ON THE PROPERTY AT 2525
AUDREY AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the City Commission intends to amend its Comprehensive Plan future land use plan map as a small-scale amendment to the Comprehensive Plan on the property at 2525 Audrey Avenue, and

WHEREAS, this change to the Comprehensive Plan future land use designation is in conformance with the Comprehensive Plan policies and to the other applicable land development regulations, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change from Office to Single Family on the property at 2525 Audrey Avenue, said property being more particularly described as follows:

Lot 13, West Winter Park subdivision, (less the north 334.16 feet) as recorded in Plat Book "A", Page 62 of the Public Records of Orange County further described as Parcel ID# 01-22-29-9180-00-132.

SECTION 2. This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance, in compliance, with Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2022.

Mayor Phillip Anderson

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP TO
CHANGE FROM OFFICE (O-1) ZONING TO SINGLE FAMILY
RESIDENTIAL (R-1AA) ZONING ON THE PROPERTY AT 2525
AUDREY AVENUE, MORE PARTICULARLY DESCRIBED
HEREIN.**

WHEREAS, the owners of property at 2525 Audrey Avenue have requested a zoning map amendment consistent with the amended Comprehensive Plan, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their June 7, 2022 meeting; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change from Office (O-1) district zoning on the property at 2525 Audrey Avenue, more particularly described as follows:

Lot 13, West Winter Park subdivision, (less the north 334.16 feet) as recoded in Plat Book "A", Page 62 of the Public Records of Orange County further described as Parcel ID# 01-22=29-9180-00-132

SECTION 2. This ordinance shall become effective 31 days after adoption. If this Ordinance or the related companion Ordinance amending the Comprehensive Plan for this property is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption, it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance in compliance with Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2022.

Mayor Phillip Anderson

Attest:

City Clerk





City Commission **agenda item**

item type Public Hearings: Non-Quasi-Judicial Matters (Public participation and comment on these matters may be virtual or in person.)	meeting date June 22, 2022
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Investment in Public Assets & Infrastructure	

subject

Ordinance 3246-22: Authorizing sale of property west of Swoope Avenue (2nd reading)

motion / recommendation

Approve the property swap draft contract and first reading of the ordinance with Elevation Group.

background

This is the second reading of the ordinance approving the revised exchange agreement with Elevation Group. At the public meeting on June 8th, 2022, the City Commission voted unanimously to approve awarding the NOD to Elevation Group and to move forward with the proposed swap agreement. The Commission requested that the agreement be revised to include a first right of refusal to purchase the swapped city property should Elevation decide to sell their interest prior to completing the project. That has been added to the contract and the redline version of those changes is included in this agenda packet.

Attachments to this Item:

- Revised Contract with Elevation Group
- Ordinance (Ordinance (Elevation))
- Original NOD response (Elevation Group Proposal - NOD)
- Elevation proposed building rendering (Elevation Group Building Renderings - Swoope Site)
- Taxable Value Analysis (Taxable Value Analysis of Proposed Builds - Swoope Site)

alternatives / other considerations

Not moving forward would put the city back at the drawing board for how best to pursue the opportunity of consolidating Parks maintenance services. The current Quonset hut is aging, and its remaining useful life is uncertain. Ultimately the city could simply build a maintenance facility on the currently owned site, however it would also then shoulder the cost burden of having to find the \$1 million to build the facility.

fiscal impact

The city estimates that the cost to build a metal siding maintenance building at about \$1 million. The original estimate by Ovation construction over two years ago was for \$800k. The city already has \$200k set aside for this project which would be added to anything received by an accepted proposal. This project would also take a 20+ year city owned property and return it to the tax rolls, while also allowing for significant beautification of the area. Annual taxable value impact is difficult to determine but if the city moves forward with the Elevation proposal, it is estimated at around \$25k for a 14,000 SF office building. If it is on the tax rolls before expiration of the CRA, this figure would double for the remaining life of the CRA.

ATTACHMENTS:

[Elevation Plaza - Exchange Agreement REDLINE 6-15-22- Final.pdf](#)

ATTACHMENTS:

[Ordinance 3246-22 - sale of Swoope Avenue property.pdf](#)

ATTACHMENTS:

[Elevation Group Proposal - NOD.pdf](#)

ATTACHMENTS:

[Elevation_Group_Building_Renderings_-_Swoope_Site.pdf](#)

ATTACHMENTS:

[Taxable Value Analysis of Proposed Builds - Swoope Site.pdf](#)

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (hereinafter the "**Agreement**") is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the CITY OF WINTER PARK, a Florida municipal corporation (hereinafter the "**City**"), and ELEVATION PLAZA, LLC, a Florida limited liability company (hereinafter "**Elevation**").

WITNESSETH:

WHEREAS, the City is the fee simple owner of that certain parcel of real property of approximately .695 acres in size located in Winter Park, Florida, more particularly depicted as Parcel A on the attached Exhibit "A" (hereinafter the "**City Property**");

WHEREAS, Elevation is the fee simple owner of that certain parcel of real property of approximately .426 acres in size located in Winter Park, Florida, more particularly depicted as Parcel C on the attached Exhibit "A" (hereinafter the "**Elevation Property**");

WHEREAS, the City wishes to convey to Elevation the City Property in exchange for Elevation conveying the Elevation Property to the City, paying the City the sum of \$1,000,000.00, and Elevation agreeing to construct a new office building of the greater of (a) a minimum 14,000 square feet or (b) such square footage as the City permits Elevation to build if Elevation obtains additional parking space from Lumen (hereinafter the "**New Office Building**") upon the City Property, all upon and subject to the terms and condition set forth herein.

WHEREAS, in conjunction with the above transaction, the City wishes to convey to Elevation an easement benefitting the City Property that is more particularly described hereinafter (hereinafter the "**Easement Benefitting City Property**") and Elevation wishes to convey to the City an easement benefitting the Elevation Property that is more particularly described hereinafter (hereinafter the "**Easement Benefitting Elevation Property**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City and Elevation do hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **AGREEMENT TO CONVEY**. The City agrees to convey to Elevation the City Property and the Easement Benefitting City Property and Elevation agrees to convey to the City the Elevation Property and the Easement Benefitting Elevation Property upon the terms and conditions set forth herein.

3. **EARNEST MONEY.**

A. Within five (5) business days after the Effective Date, Elevation shall deliver to Fishback Law Firm (the “**Escrow Agent**”) an earnest money deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “**Earnest Money Deposit**”), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier’s check issued by a bank whose deposits are federally insured and that has an office for taking deposits in Orange County, Florida.

B. If the Earnest Money Deposit is not delivered by Elevation to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from the City, then either party may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either the City or Elevation other than the termination of this Agreement.

C. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and invested in a non-interest-bearing account, and held and disbursed in accordance with the terms and provisions of this Agreement.

D. The Earnest Money Deposit shall become non-refundable to Elevation following expiration of the Inspection Period, except if the City willfully fails or refuses to close.

4. **EASEMENTS.**

A. The Easement Benefitting City Property shall be a non-exclusive perpetual twenty foot wide easement over a portion of Parcel B depicted on the attached Exhibit “A” for ingress, egress and utilities from N. New York Avenue to the parking lot entrance just west of the well pump house depicted on the Proposed Concept 2 attached hereto as Exhibit “B”.

B. The Easement Benefitting Elevation Property shall be a non-exclusive perpetual twenty foot wide easement over property owned by Elevation that is just south of the City Property for ingress, egress and utilities from West Swoope Avenue to the Elevation Property as depicted on the Proposed Concept 2 attached hereto as Exhibit “B”.

C. Within sixty (60) days from the Effective Date, the City’s attorney shall prepare the Easement Benefitting City Property and the Easement Benefitting Elevation Property and shall provide copies of the same to Elevation for review. Unless the City and Elevation mutually agree to a different form for each of said easements or one of the parties terminates the Agreement during the Inspection Period, the easement forms provided shall be the ones executed and used in conjunction with the Closing.

5. **CONSIDERATION.** In exchange for the City conveying the City Property and the Easement Benefitting City Property to Elevation, Elevation shall convey the Elevation Property and the Easement Benefitting Elevation Property to the City, pay the City the sum of One Million and 00/100 Dollars (\$1,000,000.00), and construct the New Office Building on the City Property in the manner set forth hereinafter. The conveyances shall be in the manner set forth herein and the payment of the \$1,000,000.00 by Elevation to the City shall be by federal wire transfer of funds at closing, all of which shall be subject to appropriate credits, adjustments and prorations as provided herein.

6. **INSPECTION PERIOD.**

A. The City and Elevation shall each have ninety (90) days after the Effective Date (the "**Inspection Period**"), to determine, in each party's sole and absolute discretion, that the subject property is suitable and satisfactory for the party's intended use. Each party shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, a party must provide the other party with written notice so stating no later than the expiration of the Inspection Period. If a party elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Elevation, and thereafter the parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement.

B. From the Effective Date through the end of the Inspection Period, the City shall have the right of going upon the Elevation Property and the Easement Benefitting Elevation Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which the City, in its discretion and at its sole cost and expense, deems necessary or desirable to determine the suitability of the subject property for the City's intended use, including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the subject property. The City shall promptly restore any physical damage caused by the City to said property by the aforesaid inspections, tests and other activities, and the City shall indemnify and hold the Elevation harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Elevation as a result of the City's exercise of its rights under this Section 5.B. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Elevation, or its agents or consultants, (b) any diminution in value in the subject property arising from or relating to matters discovered by the City during its investigation, (c) any latent defects in the subject discovered by the City, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the subject property by the City. The provisions of this Section 5.B shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

C. Elevation agrees to deliver or otherwise make available to the City, within five (5) days after the Effective Date, what Elevation believes to the best of Elevation's knowledge to be copies in Elevation's possession, if any, of title insurance policies, title insurance commitments, surveys, environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Elevation Property or the Easement Benefitting Elevation Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to said property which will facilitate the City's investigation of said property during the Inspection Period. However, unintentional failure to deliver any or all of the foregoing shall not constitute a default or breach of this Agreement.

D. From the Effective Date through the end of the Inspection Period, Elevation shall have the right of going upon the City Property and the Easement Benefitting City Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which the Elevation, in its discretion and at its sole cost and expense, deems necessary or desirable to determine the suitability of the subject property for Elevation's intended use, including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the subject property. Elevation shall promptly restore any physical damage caused by Elevation to said property by the aforesaid inspections, tests and other activities, and Elevation shall indemnify and hold the City harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by the City as a result of the Elevation's exercise of its rights under this Section 5.D. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of the City, or its agents or consultants, (b) any diminution in value in the subject property arising from or relating to matters discovered by Elevation during its investigation, (c) any latent defects in the subject discovered by the Elevation, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the subject property by Elevation. The provisions of this Section 5.D shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

E. The City agrees to deliver or otherwise make available to Elevation, within five (5) days after the Effective Date, what the City believes to the best of the City's knowledge to be copies in the City's possession, if any, of title insurance policies, title insurance commitments, surveys, environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the City Property or the Easement Benefitting City property, subdivision plans, development

plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to said property which will facilitate Elevation's investigation of said property during the Inspection Period. However, unintentional failure to deliver any or all of the foregoing shall not constitute a default or breach of this Agreement.

7. **SURVEY AND TITLE MATTERS.**

A. Within sixty (60) days after the Effective Date, the City shall, at Elevation's expense, obtain a survey of the City Property and the Easement Benefitting City Property (hereinafter the "**City Property Survey**") in a form and substance acceptable to Elevation and sufficient to delete the standard survey exception from the Title Policy, certified to Elevation, the City and the Title Company (as hereinafter defined). The legal descriptions in the City Property Survey shall be used in the City Deed and the Easement Benefitting City Property and all other closing documents related thereto.

B. Within sixty (60) days after the Effective Date, the City shall, at the City's expense, obtain a survey of the Elevation Property and the Easement Benefitting Elevation Property (hereinafter the "**Elevation Property Survey**") in a form and substance acceptable to the City and sufficient to delete the standard survey exception from the Title Policy, certified to the City, Elevation and the Title Company (as hereinafter defined). The legal descriptions in the Elevation Property Survey shall be used in the Elevation Deed and the Easement Benefitting Elevation Property and all other closing documents related thereto.

C. Within thirty (30) days after the Effective Date, the City shall obtain, at the City's expense, a current title insurance commitment for the City Property and for the Easement Benefitting City Property ("**City Property Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to the City and Elevation ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of Elevation in the amount of \$2,020,000.00 (the "**City Property Title Policy**"). The City Property Title Policy shall insure Elevation's fee simple title to the City Property and the easement interest in the Easement Benefitting City Property, subject only to the Permitted Exceptions, as hereinafter defined.

D. Within thirty (30) days after the Effective Date, the City shall obtain, at Elevation's expense, a current title insurance commitment for the Elevation Property and for the Easement Benefitting Elevation Property ("**Elevation Property Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to the City and Elevation ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of the City in the amount of \$2,020,000.00 (the "**Elevation Property Title Policy**"). The Elevation Property Title Policy shall insure the City's fee simple title to the

Elevation Property and the easement interest in the Easement Benefitting Elevation Property, subject only to the Permitted Exceptions, as hereinafter defined.

E. Within twenty (20) days after the receipt of each of the Elevation Property Title Commitment and the Elevation Property Survey, the City shall provide Elevation with notice of any matters set forth in the Elevation Property Title Commitment or Elevation Property Survey (as applicable) which are unacceptable to the City ("**Elevation Property Title Defects**"). Any matters set forth in the Elevation Property Title Commitment or Elevation Property Survey to which the City does not timely object shall be referred to collectively herein as the "**Elevation Property Permitted Exceptions**".

F. Within five (5) business days after receipt of notice from the City, Elevation shall notify the City whether Elevation will attempt to cure such Elevation Property Title Defects. In the event Elevation fails to notify the City of its intent to cure the Elevation Property Title Defects within said five (5) business day period, Elevation shall be deemed to have refused to cure the Elevation Property Title Defects. If Elevation elects to attempt to cure such Elevation Property Title Defects, Elevation shall have sixty (60) days in which to use its best efforts to cure such Elevation Property Title Defects to the satisfaction of the City and the Title Company; provided, however, Elevation shall not be obligated to bring suit or expend funds to cure any Elevation Property Title Defects. In the event Elevation refuses or fails to cure any Elevation Property Title Defects as set forth hereinabove, then the City, at its option, by providing Elevation with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than expiration of the Inspection Period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Elevation; or (ii) accept title to the Elevation Property subject to such Elevation Property Title Defects without reduction of the consideration to be paid to Elevation and proceed to Closing.

G. Within twenty (20) days after the receipt of each of the City Property Title Commitment and the City Property Survey, Elevation shall provide the City with notice of any matters set forth in the City Property Title Commitment or the City Property Survey (as applicable) which are unacceptable to the Elevation ("**City Property Title Defects**"). Any matters set forth in the City Property Title Commitment or City Property Survey to which Elevation does not timely object shall be referred to collectively herein as the "**City Property Permitted Exceptions**".

H. Within five (5) business days after receipt of notice from the Elevation, the City shall notify Elevation whether the City will attempt to cure such City Property Title Defects. In the event the City fails to notify Elevation of its intent to cure the City Property Title Defects within said five (5) business day period, the City shall be deemed to have refused to cure the City Property Title Defects. If the City elects to attempt to cure such City Property Title Defects, the City shall have sixty (60) days in which to use its best efforts to cure such City Property Title Defects to the satisfaction of Elevation and the Title Company; provided, however, the City shall not be obligated to bring suit

or expend funds to cure any City Property Title Defects. In the event the City refuses or fails to cure any City Property Title Defects as set forth hereinabove, then Elevation, at its option, by providing the City with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than expiration of the Inspection Period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Elevation; or (ii) accept title to the City Property subject to such City Property Title Defects without reduction of the consideration to be paid to the City and proceed to Closing.

8. **CONDITIONS TO CLOSING.**

A. The City's obligation to complete the transactions set forth in this Agreement shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**City's Closing Conditions**"):

1. The City's City Commission approving this Agreement, which the City's staff shall place on the Commission agenda within thirty days of Elevation executing and delivering this Agreement to the City.
2. The City's City Commission approving any required comprehensive plan amendment, rezoning, conditional use permit and subdivision or lot split approval for the Elevation Property and the City Property for the intended use of said properties. However, the City's City Commission is not obligated to grant any such approvals.
3. Elevation shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Elevation at or prior to Closing.

B. In the event any of the foregoing City's Closing Conditions are not satisfied to the City's reasonable satisfaction prior to the Closing Date, but in no event later than 180 days following the Effective Date, then the City shall provide Elevation with written notice thereof, and the City shall have the right, but not the obligation, to terminate this Agreement whereupon Escrow Agent shall pay Elevation the Earnest Money Deposit within five (5) days of the termination.

C. Elevation's obligation to complete the transactions set forth in this Agreement shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Elevation's Closing Conditions**"):

1. The City's City Commission approving this Agreement, which the City's staff shall place on the Commission agenda within thirty days of Elevation executing and delivering this Agreement to the City.

2. The City's City Commission approving any required comprehensive plan amendment, rezoning, conditional use permit and subdivision or lot split approval for the Elevation Property and the City Property for the intended use of said properties. However, the City's City Commission is not obligated to grant any such approvals.

3. The City shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by the City at or prior to Closing.

D. In the event any of the foregoing Elevation's Closing Conditions are not satisfied to the Elevation's reasonable satisfaction prior to the Closing Date, but in no event later than 180 days following the Effective Date, then Elevation shall provide the City with written notice thereof, and Elevation shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay Elevation the Earnest Money Deposit within five (5) days of the termination.

9. **CLOSING.**

A. Closing Date. Subject to satisfaction of the City Closing Conditions and the Elevation Closing Conditions, the City Property and the Elevation Property shall be closed thirty (30) days after the later of the expiration of the Inspection Period and expiration of the appeals period for the approvals required pursuant to Sections 8. A. 2. and 8. C. 2. (the "**Closing**" or "**Closing Date**") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail.

B. Conveyance of the City Property. At Closing, the City shall execute and deliver to Elevation a Warranty Deed ("**City Deed**") conveying fee simple record title to the City Property and the Easement Benefitting City Property, which conveyances shall be free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the City Property Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Elevation) encumbers the City Property or the Easement Benefitting City Property and is not paid and satisfied by the City, such mortgage, monetary lien or monetary encumbrance, at Elevation's election, shall be satisfied and paid with the proceeds of the amount due to the City. The City and Elevation agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the City Property Title Policy, a certificate duly executed by the City certifying that the City is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include the City's taxpayer identification number and address, and an assignment from the City to Elevation assigning all of the City's right, title and interest in and to the

development approvals, permits, entitlements and other rights benefitting the City Property.

C. Conveyance of the Elevation Property. At Closing, Elevation shall execute and deliver to the City a Warranty Deed ("**Elevation Deed**") conveying fee simple record title to the Elevation Property and the Easement Benefitting Elevation Property, which conveyances shall be free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Elevation Property Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of the City) encumbers the Elevation Property or the Easement Benefitting Elevation Property and is not paid and satisfied by Elevation, such mortgage, monetary lien or monetary encumbrance, at the City's election, shall be satisfied and paid with the proceeds of the amount due to Elevation. The City and Elevation agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by the Elevation certifying that Elevation is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include the Elevation's taxpayer identification number and address, and an assignment from the Elevation to the City assigning all of the Elevation's right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Elevation Property.

D. Prorating of City Taxes and Assessments. All real property ad valorem taxes and general assessments applicable to the City Property, if any, shall be prorated as of the Closing Date between the City and Elevation, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the City Property at the November discounted amount. There shall not be any reprorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by the City.

E. Prorating of Elevation Taxes and Assessments. All real property ad valorem taxes and general assessments applicable to the Elevation Property, if any, shall be prorated as of the Closing Date between Elevation and the City, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Elevation Property at the November discounted amount. There shall not be any reprorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Elevation.

F. Closing Costs and Expenses for the City Property. The City shall, at the Closing, pay the cost of documentary stamps to be affixed to the City Deed and the Easement Benefitting City Property and the cost of the owner's title insurance policy and related costs for the City Property and the Easement Benefitting City Property. Documentary stamp tax shall be paid based upon a consideration of \$2,020,000.00,

which is the \$1,000,000.00 of cash the City is receiving plus the fair market value of the Elevation Property the City is receiving, which is \$1,020,000.00. Elevation shall pay the cost of recording the City Deed, the Easement Benefitting City Property and the cost of the City Property Survey. Each party shall pay its own attorneys' fees and costs.

G. Closing Costs and Expenses for the Elevation Property. Elevation shall, at the Closing, pay the cost of documentary stamps to be affixed to the Elevation Deed, the Easement Benefitting Elevation Property and the cost of the owner's title insurance policy and related costs for the Elevation Property and the Easement Benefitting Elevation Property. Documentary stamp tax shall be paid based upon a consideration of \$1,600,000.00, which is the fair market value of the City Property that Elevation is receiving. The City shall pay the cost of recording the Elevation Deed and the Easement Benefitting Elevation Property and the cost of the Elevation Property Survey. Each party shall pay its own attorneys' fees and costs.

10. **NEW OFFICE BUILDING.** Provided the approvals required by Sections 8.A.2 and 8.C.2 have been obtained, Elevation shall obtain all remaining necessary permits and approvals in order to commence construction of the New Office Building subject to the City Code requirements, and Elevation shall commence construction of the New Office Building within five (5) years from the Closing Date, and shall thereafter diligently pursue, with reasonable commercial efforts, the completion and complete the construction of the New Office Building (collectively, Elevation's Building Obligation), failing which the City may pursue all available legal and equitable remedies monetary damages, including without limitation, the present and future loss of ad valorem real property taxes and other revenue that would have been likely or reasonable for the City to have received if the New Office Building had been completed within the five (5) year period. In addition, if Elevation, or Elevation's successors or assigns, breach, or for any reason do not meet, Elevation's Building Obligation and Elevation receives any bona fide offer from a third party to purchase or acquire the City Property and such offer is acceptable to Elevation, then Elevation agrees to notify City in writing, giving the price, terms, provisions, and conditions of such offer, and City shall have forty five (45) days from and after the receipt of such notice from Elevation in which to elect to purchase or acquire the City Property on the price, terms, provisions, and conditions contained in such bona fide offer. If the City does not elect to purchase or acquire the City Property, or fails to give notice to Elevation within said 45-day period, Elevation shall be free to close under the offer it received within the period provided in such offer without further notice to the City. If the sale or transfer does not close with the third party within the period provided in the offer, the City's right of first refusal will remain in effect. If City elects to purchase or acquire the City Property, the City must provide written notice of said election to Elevation within 45 days of the City's receipt of Elevation's written notice of the third party offer and close the purchase or acquisition of the City Property within the later of the period provided in the third party offer or sixty (60) days thereafter. If the City exercises its right of first refusal and enters into a purchase agreement with Elevation and the City elects not to close within said period for reasons other than unacceptable title, survey objections, or contamination of the City Property, the City's election not to close shall operate as an extinguishment of this right of first refusal. Otherwise, the City's right of first refusal remains effective. If the City timely notifies

Elevation of City's intent to purchase or acquire the City Property, then on or before seven (7) business days thereafter, the parties shall execute a mutually acceptable purchase agreement in form and substance customary to such transaction. The City's failure to exercise the City's right of first refusal and/or the City's failure to close on the purchase or acquisition of the City Property does not in any way relieve Elevation of Elevation's Building Obligations. Any amendment to the price, terms, provisions, and conditions, or any of them, contained within the original offer ("Amended Offer") provided to the City requires Elevation to submit the Amended Offer to the City for the City's determination of whether to purchase or acquire the City Property. Since the City would not have entered into this Agreement except for the inclusion of this Section 10, this provision shall be liberally construed in order to insure compliance and/or a suitable remedy for the City in the event Elevation fails to comply. The provisions of this Section 10 shall be set forth in the City Deed to Elevation, shall inure to the benefit of the City and its successors and assigns, shall run with the land, and shall be binding upon Elevation and its successors and assigns.

11. **DEFAULTS.** In the event either party breaches or fails to comply with or perform any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, the other party, in the other party's sole discretion, shall be entitled to one of the following remedies: (i) terminate the Agreement in which event the Escrow Agent shall return the Earnest Money Deposit to Elevation; (ii) enforce specific performance of this Agreement against the other party; or (iii) if specific performance is not an adequate remedy, maintain an action for damages, provided, however, the amount of damages shall only include the actual and documented out-of-pocket expenses incurred, but not any consequential, punitive, or speculative damages.

Notwithstanding the foregoing provisions of this Section 11 or any other provision herein, the City shall have all available legal and equitable remedies in the event Elevation fails to comply with or perform the provisions of Section 10 above.

12. **ASSIGNMENT.** Either party may assign its rights under this Agreement provided the other party consents to such assignment in writing.

13. **POSSESSION OF PROPERTY.** The City shall deliver to Elevation full and exclusive possession of the City Property on the Closing Date and Elevation shall deliver to the City full and exclusive possession of the Elevation Property on the Closing Date.

14. **CONDEMNATION.**

A. In the event the City Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity prior to the Closing Date, Elevation shall have the option of (i) terminating this Agreement by giving written notice thereof to the City

whereupon the Earnest Money Deposit shall be immediately returned to Elevation, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring the City to convey the portions of the City Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and shall retain all of the right, title and interest of the City in and to any award made or to be made by reason of such taking or condemnation, or (iii) requiring the City to convey the entirety of the City Property to Elevation for the entire consideration as if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Elevation at the Closing all of the City's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. The City and Elevation further agree that Elevation shall have the right to participate in all negotiations with any such governmental authority relating to the City Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

B. In the event the Elevation Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity prior to the Closing Date, the City shall have the option of (i) terminating this Agreement by giving written notice thereof to Elevation whereupon the Earnest Money Deposit shall be immediately returned to Elevation, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring Elevation to convey the portions of the Elevation Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and shall retain all of the right, title and interest of Elevation in and to any award made or to be made by reason of such taking or condemnation, or (iii) requiring Elevation to convey the entirety of the Elevation Property to the City for the entire consideration as if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to the City at the Closing all of Elevation's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. The City and Elevation further agree that the City shall have the right to participate in all negotiations with any such governmental authority relating to the Elevation Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

15. **REAL ESTATE COMMISSION.** The City and Elevation hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. The City and Elevation respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby. This Section 15 survives the termination of this Agreement and the Closing.

16. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Elevation at the following address:

Elevation Plaza, LLC
c/o T. Chris King, President
201 E. Pine Street
Suite 200
Orlando, Florida 32801
Telephone: (407) 215-1350
Email: cking@elevationfinancialgroup.com

With a copy to:

Stuart A. Heaton, Vice President
201 E. Pine Street
Suite 200
Orlando, FL 32801
Telephone: (407) 215-1353
Email: sheaton@elevationfinancialgroup.com

To the City at the following address:

City of Winter Park
Attn: Randy Knight, City Manager
401 S. Park Avenue
Winter Park, Florida 32789
Telephone: 407 599-3235
Email: Rknight@cityofwinterpark.org

With a copy to:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

To Escrow Agent at the following address:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire

1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **GENERAL PROVISIONS.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by the City and Elevation. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of the State of Florida.

18. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, none of the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

19. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

20. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

21. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal

assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Orange County, Florida.

22. **TIME FOR ACCEPTANCE.** Elevation shall execute and deliver this Agreement to the City and the City shall submit the same for approval to the City's City Commission. The Agreement shall remain a valid and binding offer provided the same is approved by the City's City Commission and then executed by the Mayor or other authorized representative of the City within forty-five (45) days from the date Elevation delivers the same to the City.

23. **EFFECTIVE DATE.** When used herein, the term "**Effective Date**" or the phrase "**the date hereof**" or "**the date of this Agreement**" shall mean the date City's City Commission approves this Agreement and the Agreement is thereafter signed by an authorized representative of the City.

24. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

25. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by the City and Elevation, the City and Elevation agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the City and Elevation.

26. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, the City hereby notifies Elevation as to the City Property and Elevation hereby notifies the City as to the Elevation Property as follows: "RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT."

27. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

28. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the City the Earnest Money Deposit held by the Escrow Agent under this Agreement, as provided in Section 3 hereof. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Orange County, Florida, without further liability or responsibility on the Escrow Agent's part. In the event of any suit between the City and Elevation wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys' fees and costs incurred in all trial, appellate and bankruptcy court proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to the City or Elevation of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The City and Elevation agree that the status of the City's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the City in connection with this transaction in any dispute that may arise between the City and Elevation concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section 28 survives termination of this Agreement and the Closing.

29. **NOTICE REGARDING DISCLOSURE.** Elevation acknowledges receipt of a copy of Florida Statute 286.23, which requires entities selling or conveying real property to the City to make public disclosure in writing, under oath and subject to the penalties prescribed for perjury, stating the name and address of the entity and name and address of every person having a beneficial interest in the real property, and agrees to comply with said statute.

IN WITNESS WHEREOF, the City and Elevation have caused this Agreement to be executed as of the dates set forth below.

THE CITY:

CITY OF WINTER PARK
a Florida municipal corporation

By: _____

(Print Name)

Its: _____

Date: _____

ELEVATION:

ELEVATION PLAZA, LLC
a Florida limited liability company

By: Elevation Financial Group, LLC
a Florida limited liability company
Manager

By: _____
T. Chris King
Manager

Date: _____

EXHIBIT "A"

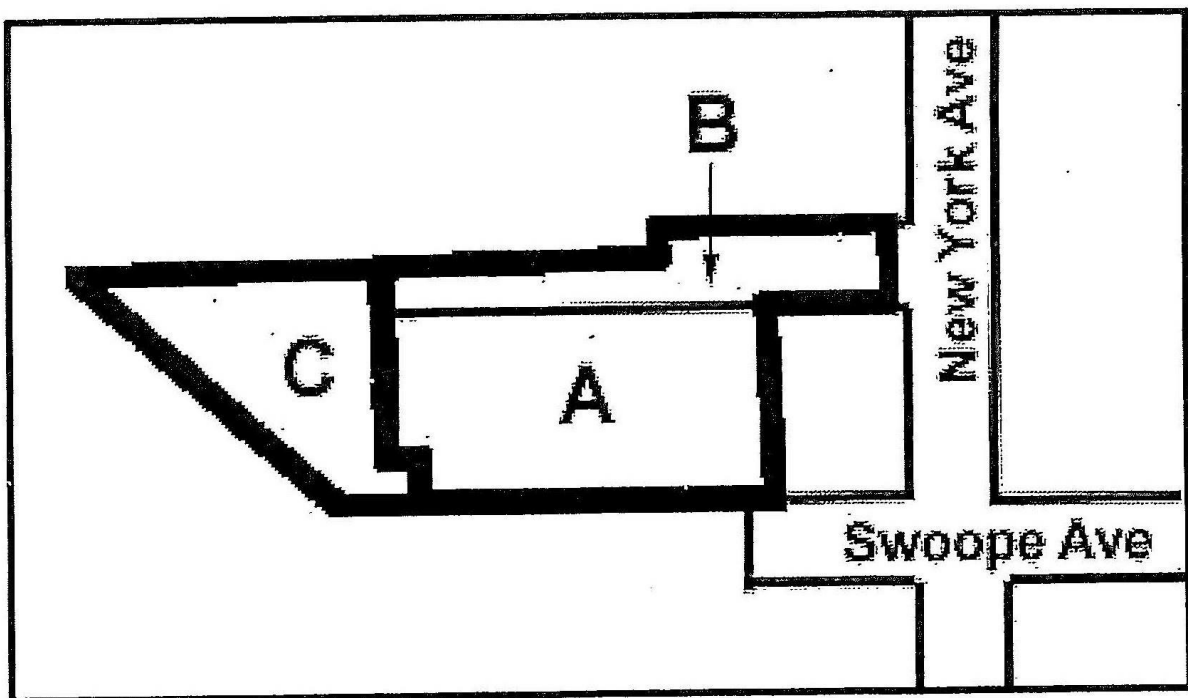
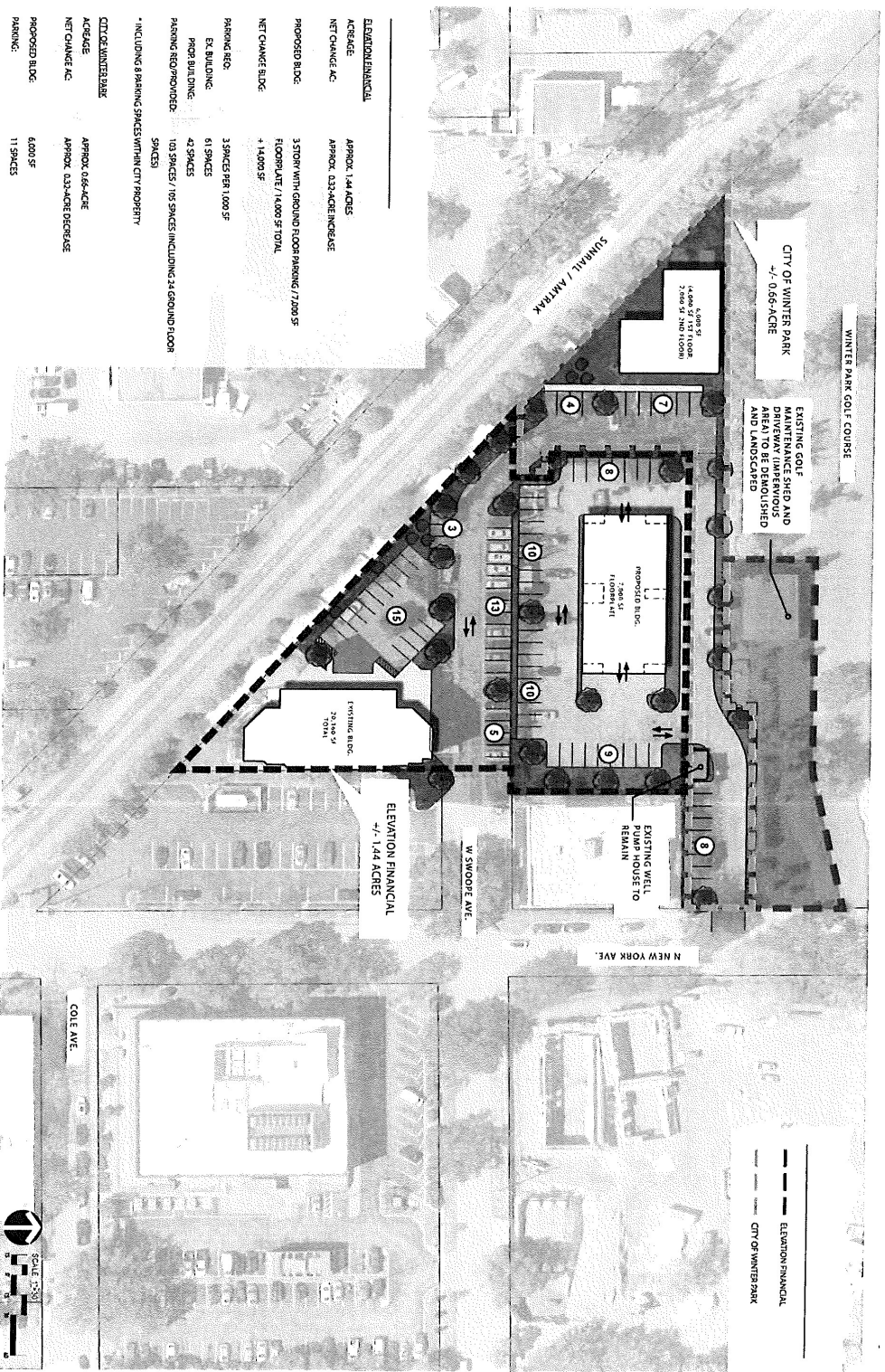


EXHIBIT "B"



NEW YORK AVE. LAND SWAP • WINTER PARK • PROPOSED CONCEPT 2

PM 1/2/2015 10:18:2071 ELEVATION FINANCIAL

ELEVATION FINANCIAL	
ACRES	APPROX. 1.144 ACRES
NET CHANGE AC.	APPROX. 0.23-ACRE INCREASE
PROPOSED BLDG.	3 STORY WITH GROUND FLOOR PARKING 17,200 SF
NET CHANGE BLDG.	FLOOR AREA / 14,000 SF TOTAL
	+ 14,000 SF
PARKING REQ.	3 SPACES PER 1,000 SF
EX. BUILDING	61 SPACES
PROP. BUILDING	42 SPACES
PARKING REQ. PROPOSED	103 SPACES / 105 SPACES INCLUDING 24 GROUND FLOOR SPACES
	* INCLUDING 8 PARKING SPACES WITHIN CITY PROPERTY
CITY OF WINTER PARK	
ACRES	APPROX. 0.666-ACRE
NET CHANGE AC.	APPROX. 0.23-ACRE DECREASE
PROPOSED BLDG.	6,000 SF
PARKING	11 SPACES

LandDesign.

ORDINANCE 3246-22

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE SALE AND CONVEYANCE OF THE APPROXIMATELY .695 ACRE CITY OWNED PROPERTY LOCATED WEST OF SWOOPE AVENUE AND DEPICTED AS PARCEL A AS IN THE ATTACHED EXCHANGE AGREEMENT; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City; and

WHEREAS, the City undertook an advertised notice of disposal solicitation to solicit proposals for the benefit of the citizens of the City of Winter Park which satisfied the requirements of Chapter 163, Florida Statutes and which was subsequently approved by the City Commission; and

WHEREAS, the City has determined that there is not a municipal use of the property depicted as Parcel A in the attached Exchange Agreement ("Property") and that the proposed use will benefit the citizens of the City of Winter Park and the City.

WHEREAS, the City Commission deems it advisable to sell and convey the Property, pursuant to the attached Exchange Agreement or an agreement to be negotiated by the City Manager which is subject to further approval of the City Commission by an affirmative vote of at least four members of the City Commission.

NOW, THEREFORE, BE IT ENACTED THE CITY OF WINTER PARK:

SECTION 1. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. The City Commission of the City of Winter Park hereby authorizes and approves the sale, transfer, and conveyance of the Property pursuant to the attached Exchange Agreement or an agreement to be negotiated by the City Manager which is subject to further approval of the City Commission by an affirmative vote of at least four members of the City Commission.

SECTION 3. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the said transfer and conveyance of the Property set forth above, and the City Commission of the City of Winter Park hereby authorizes the Mayor and City Manager, or either of them to execute the Exchange Agreement, deed, and other documents on behalf of the City, as may be required to effectuate and complete the transaction.

SECTION 4. CONFLICTS. This Ordinance controls to the extent of any conflict with other Ordinances.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 22nd day of June, 2022.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



Elevation Financial Group, LLC (Elevation) submits this proposal to the City of Winter Park, Florida (Winter Park or the City) to swap a portion of land owned by Elevation (Parcel ID 05-22-30-9400-13011), for a portion of City-owned land (Parcel ID 05-22-30-9400-06-101), otherwise known as the "Swoope Property," under the terms of the Notice of Intent to Dispose Property (the "Notice") published by the city on September 26, 2021.

Introduction

Elevation Financial Group was founded in Winter Park in 2006 with a commitment to investing in housing options for seniors and families while making a positive and measurable impact in the communities that it serves. Since its founding, Elevation has grown to include a consortium of companies specializing in investment, real estate development, property management and property revitalization. By integrating expertise in finance, property management, renovation and community revitalization, Elevation seeks properties with undiscovered value, develops and manages them wisely, and positions them for financial sustainability.

As a company born out of Winter Park, Elevation knows the city and its residents, and has a special commitment to continuing the proud tradition of entrepreneurship and business development that has helped the city thrive for generations. As the owner of the commercial office building directly adjacent to the Swoope Property, Elevation has a particular interest in seeing this site transformed into a successful and attractive development.

Before crafting this proposal, Elevation team members attended and viewed City Commission meetings, engaged community leaders, and listened to a wide range of public discussion about the needs of the city. Based on meetings with city officials prior to the consideration of the Notice, as well as additional public commentary during the period of consideration, Elevation developed this proposal with the following goals:

1. Help the City of Winter Park solve its golf and park maintenance challenges
2. Solve blight by investing in the highest and best use of unsightly land adjacent to Elevation's New York Ave. property
3. Cast a vision for a newly constructed, code-compliant headquarters to return Elevation's operations to its hometown of Winter Park

Proposal

After consulting with the respected civil engineers at Land Design, and conducting a thorough analysis of the Swoope Property, Elevation Financial Group submits the following proposal:

A land swap of:

1. The majority of the Swoope Property (consisting of all property on the parcel other than the northern border directly adjacent to the golf course and containing the existing utility pump house)
2. An easement to build, maintain, and use without restriction a road along the northern border of the existing property line to access the proposed new building
3. An easement on any such paths necessary to ensure circular access for vehicles
4. An easement to create and use without restriction up to eight (8) parking spots beside the utility pump house not to interfere with access to or use of the same

In consideration for:

1. The north-western "triangle" of Elevation's current property (consisting of such land east of the railway and south of the golf course not to extend beyond the northernmost stationary rail car)
2. An easement on any such paths necessary to ensure circular access for vehicles
3. Additional financial consideration paid from Elevation to the City of Winter Park in the amount of \$800,000.00.

A diagram of the proposed site plan, including new approximate property lines and building proposal (subject to approval and change), is included with this submission.

Analysis

Elevation's proposal takes the needs of the city and establishes a positive vision for the Swoope Property that meets and exceeds the requirements set out by the Notice in the following ways:

- Proposal represents the highest and best use of offered land by solving blight and creating a new building with approximately 14,000 square feet of code compliant and fully parked office space that will attract more businesses and tax revenue to the city
- Proposal provides the city ample space to construct a 6,000 square foot maintenance warehouse and office facility, including parking and storage, which will allow the city to consolidate and streamline operations for golf course and parks maintenance
- Proposal increases city-owned green space by enabling the demolition of the current maintenance shed and freeing up approximately one third acre for green space
- Proposal enables the consolidation of maintenance facilities into a single location, freeing up space for the construction of a new columbarium at the cemetery, which will provide a more elegant look to the cemetery and generate millions of dollars in revenue for the city
- Proposal maintains city ownership of the utility pump house currently located on the parcel and increases city access to the golf course, establishing over 500 feet of adjacent property, from New York Avenue to the train tracks, which will give the city maximum flexibility to determine the most convenient ingress and egress points for maintenance operations without losing access to the water pump
- Proposal does not require or request any land use or zoning changes
- Proposal for development of swapped land into a new office building falls within current code, does not require any variance, and does not exceed 45% floor area ratio
- Proposal includes a calculated fair market value for swapped land, offering \$800,000.00 in additional financial consideration from Elevation to Winter Park, giving the city the land and funds necessary to construct a new maintenance facility that meets its needs

Additional Information / FAQs

What will Elevation use the new building for?

The building constructed on this site will serve primarily as the new corporate headquarters of Elevation Financial Group and its affiliates, which are currently headquartered in Orlando. Elevation looks forward to bringing its business back to Winter Park, where the company was founded and experienced its first major growth period. Additional commercial space in the new building will be leased to other businesses.

What kind of other businesses will Elevation attract to this development?

In its adjacent development, Elevation has attracted small businesses, foundations, medical care services, and boutique vacation resort companies to its commercial office space.

Will the new building be code compliant and fully parked?

Yes, the new building will be code compliant and fully parked. By implementing ground floor parking below two occupied floors, Elevation will be able to realize the full potential for the property within the terms of the Notice. By connecting the existing parking lot to the lots of the new maintenance facility and new Elevation building (outlined on the attached site plan), every building will have unobstructed circular access for emergency vehicles.

What is the land differential in this proposal?

The total increase in Elevation's footprint will be approximately 0.32 acres. Because this land swap largely features a realignment of existing borders, Elevation's proposal prioritizes the protection of municipal property while creating an opportunity for the city to meet its needs and enabling smart and efficient development of a currently unused plot of land.

If the city has a net decrease in land, how does this proposal increase city-owned green space?

The city's current maintenance building and access road occupy approximately one third of an acre of unsightly and distressed property. By consolidating the city's maintenance operations into a new building, Elevation's plan not only results in a brand-new facility for maintenance operations, but it also gives the city the freedom to demolish the outdated structure and return that unsightly area to landscaped green space beside New York Ave. and the golf course, resulting in a net increase in green space owned by the city. This area is highlighted in green on the attached site plan.

How does Elevation care for the buildings it owns?

Elevation takes great care to develop, renovate, and preserve the buildings in our portfolio. The Elevation Plaza property directly adjacent to the Swoope Property is a great example of this commitment. At that property, Elevation has invested hundreds of thousands of dollars into renovating and modernizing the space and attracting successful businesses, all while keeping the property landscaped, beautiful, and clean.

Conclusion

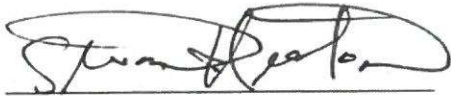
As a company founded in Winter Park, Elevation is uniquely capable of understanding the needs of the city and delivering a result that meets and exceeds all requirements set out by the Notice. Elevation's proposal frees up park land, increases city-owned green space, eliminates blight, and generates additional revenue for the City on this and other properties.

In addition to the immediate value brought to city operations, Elevation's vision would enable the company, which has grown its operational footprint from Central Florida to over a dozen U.S. states, to return its corporate headquarters to its hometown, bringing jobs and tax revenue back to the city where it was founded.

It is our hope that the City of Winter Park will allow Elevation to demonstrate that the value our proposal provides to the city and its residents is superior to competing visions. We look forward to working with the City Commission and staff to realize the full potential of this property.

Thank you for your consideration. We look forward to answering any questions the city has.

Proposal submitted by Elevation Financial Group, LLC on Oct-25, 2021.



Stuart A. Heaton

EVP & Chief Operating Officer

Elevation Financial Group

10/25/21
Date



ELEVATION

Elevation Financial Group, LLC
201 E. Pine Street, Suite 200
Orlando, FL 32801

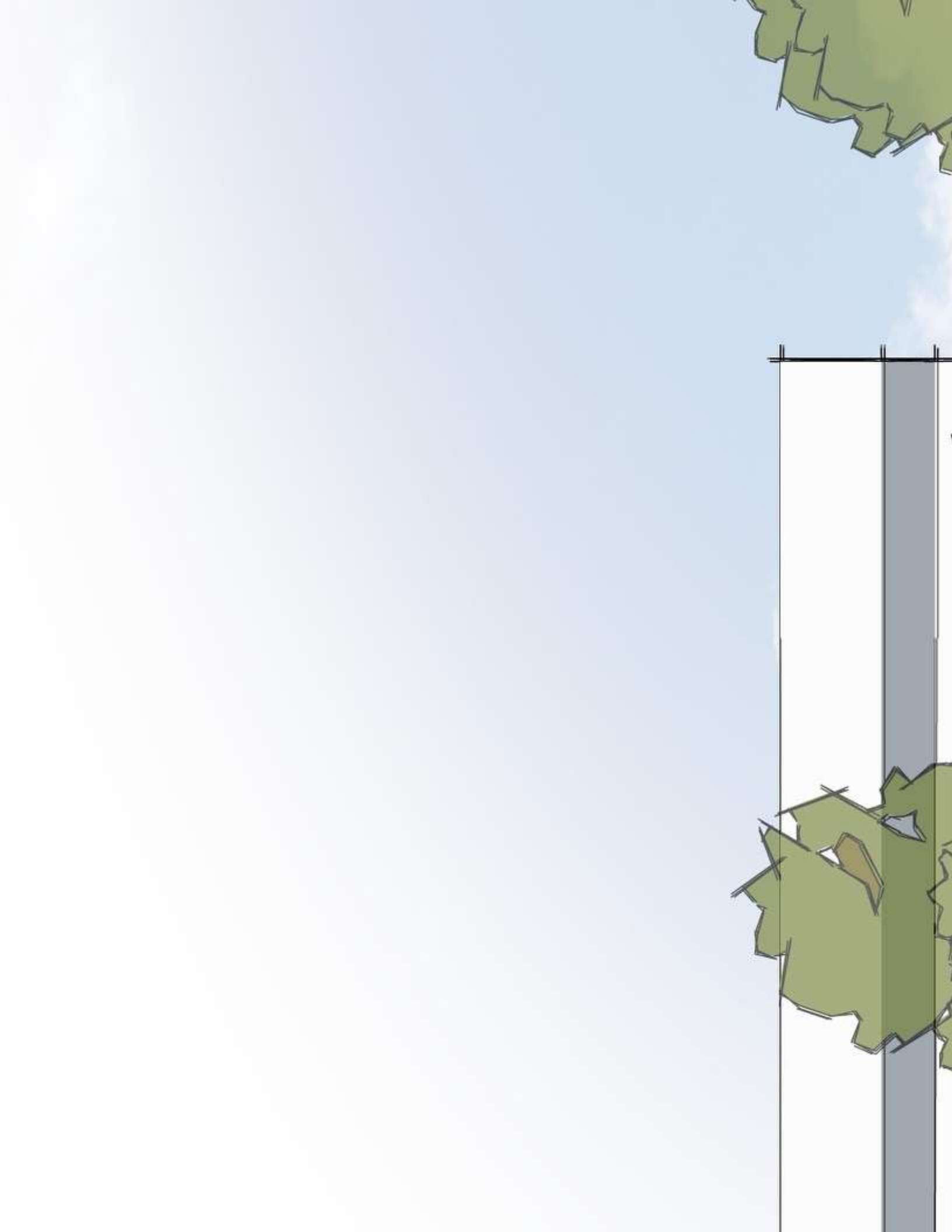


ELEVATION FINANCIAL	
ACREAGE:	APPROX. 1.44 ACRES
NET CHANGE AC:	APPROX. 0.32-ACRE INCREASE
PROPOSED BLDG:	3 STORY WITH GROUND FLOOR PARKING / 77,000 SF FLOORPLATE / 14,000 SF TOTAL
NET CHANGE BLDG:	+ 14,000 SF
PARKING REQ:	3 SPACES PER 1,000 SF
EX. BUILDING:	61 SPACES
PROJ. BUILDING:	42 SPACES
PARKING REQ/PROVIDED:	103 SPACES / 105 SPACES (INCLUDING 24 GROUND FLOOR SPACES)
* INCLUDING 8 PARKING SPACES WITHIN CITY PROPERTY	
CITY OF WINTER PARK	
ACREAGE:	APPROX. 0.66-ACRE
NET CHANGE AC:	APPROX. 0.32-ACRE DECREASE
PROPOSED BLDG:	6,000 SF
PARKING:	11 SPACES

NEW YORK AVE. LAND SWAP • WINTER PARK • PROPOSED CONCEPT 2

PH 8121045 | 10.18.2021 | ELEVATION FINANCIAL

LandDesign.



Small to Midsize Office Building Comparison for Swoope Site

Adjacent Properties

Name	Address	Gross Area	Living Area	Year Constructed	Floors	21 Taxable Value	Value per Gross Area
Elevation Bldg.	507 N New York Ave	20,169	18,527	1986	3	3,552,666	\$ 176.14
Seventh Gen Ent.	601 N New York Ave	14,354	8,609	1965	2	1,451,875	\$ 101.15
Unaton (Trisman Building behind City Hall)	213 W Comstock Ave	7,225	5,752	2018	2	2,725,942	\$ 377.29
First Citizens Bank and Trust (Regions bldg.)	517 W Morse Blvd	11,872	9,012	2007	1	5,163,143	\$ 434.90
Wg2 Silver Springs	270 W New England Ave	9,824	9,088	1999	2	3,226,216	\$ 328.40
Orlando Health Women's Pavilion	1111 W Fairbanks Ave	20,723	19,830	2020	2	7,192,686	\$ 347.09
						Average	\$ 371.92

Proposer	Building Size	Est. Taxable Value		
		Min	Max	Average
Elevation Potential Building	14,000	4,597,621	6,088,612	5,206,889
Seventh Gen Potential Building	4,000	1,313,606	1,739,603	1,487,682
Per Thousand SF of Office	1,000	328,401	434,901	371,921

Est. Property Tax Revenue (Annual)			
Est. Property Tax Revenue Generated at Current Millage Rate *	Building Size	Min	Max
Elevation Potential Building	14,000	18,815	24,916
Seventh Gen Potential Building	4,000	5,376	7,119
Per Thousand SF of Office	1,000	1,344	1,780

*As this area is in the CRA, the property tax revenue generated would double for any year the property is on the tax roll prior to expiration of the CRA in 2027. As the timeline that any new build would hit the tax rolls is uncertain, that value has not been added here.

BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

LOT 9 AND LOT 10, KILLARNEY TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT 9 AND LOT 10, KILLARNEY TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN 40 FEET EAST OF THE SURVEY LINE OF STATE ROAD 15-600, SECTION 75030, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS:

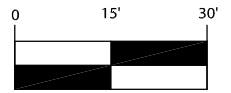
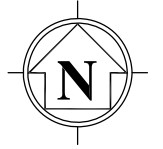
BEGIN ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AT A POINT 1322.27 FEET WEST OF THE SOUTHEAST CORNER OF SAID NE 1/4 OF SECTION 12, RUN THENCE NORTH 0°15'30" WEST, 15 FEET, THENCE RUN NORTH 0°14'30" WEST, A DISTANCE OF 2390.12 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 34,337.5 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°12'00" A DISTANCE OF 720 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 0°12'00" EAST A DISTANCE OF 720 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 0°57'30" EAST A DISTANCE OF 408.72 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8, KILLARNEY TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT BEING 30 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 8 FOR THE END OF THIS SURVEY LINE DESCRIPTION;

ALSO THE FOLLOWING:

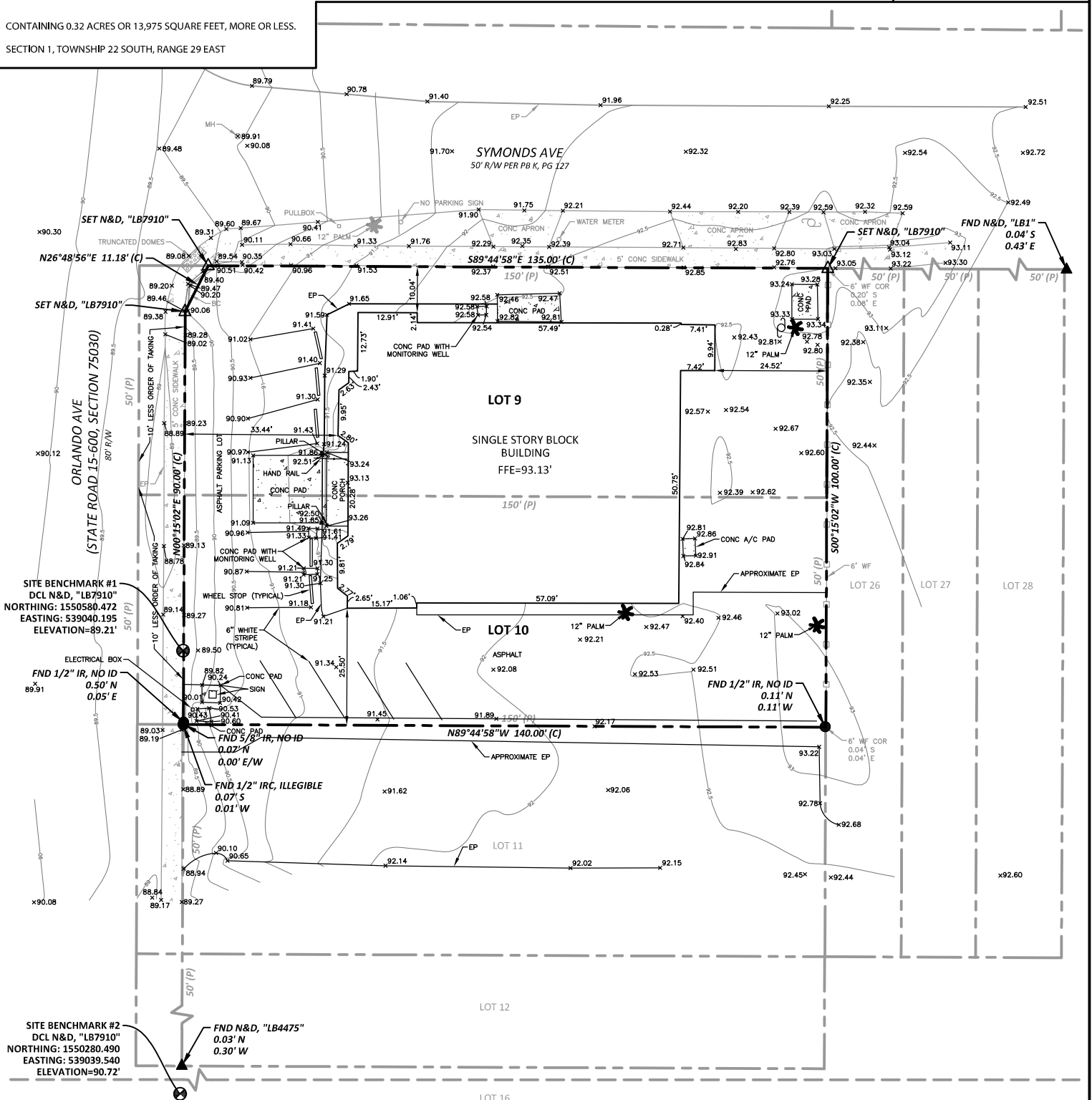
BEGIN ON THE NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600 AS LOCATED IN THE ABOVE DESCRIPTION, AT A POINT 10 FEET SOUTH OF THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SYMONDS AVENUE AS NOW EXISTS AND THE SAID NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600; THENCE RUN NORTH 10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SYMONDS AVENUE; THENCE RUN EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 5 FEET; THENCE RUN SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

CONTAINING 0.32 ACRES OR 13,975 SQUARE FEET, MORE OR LESS.

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

1. CALCULATED BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011. SOURCE DATA FOR STATE PLANE INFORMATION: NATIONAL GEODETIC SURVEY (NGS) MONUMENT PID "AK7131".

CERTIFY TO

Centre Corp, Inc.
First American Title Insurance Company
SouthState Bank

LEGEND

AB	- AS-BUILT	LB	- LICENSED BUSINESS
A/C	- AIR CONDITIONER	LS	- LICENSED SURVEYOR
AF	- ALUMINUM FENCE	*	- LIGHT POLE
L	- ARC LENGTH	M	- MEASURED
BFP	- BACKFLOW PREVENTER	MES	- MITERED END SECTION
C	- CALCULATED	MH	- MANHOLE
CB	- CHORD BEARING	N&D	- NAIL & DISK

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

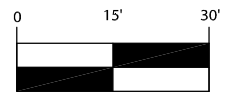
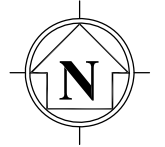
LOTS 32, 33, AND 34, KILLARNEY TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT, THAT PORTION THEREOF DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 3243, PAGE 1641 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS:

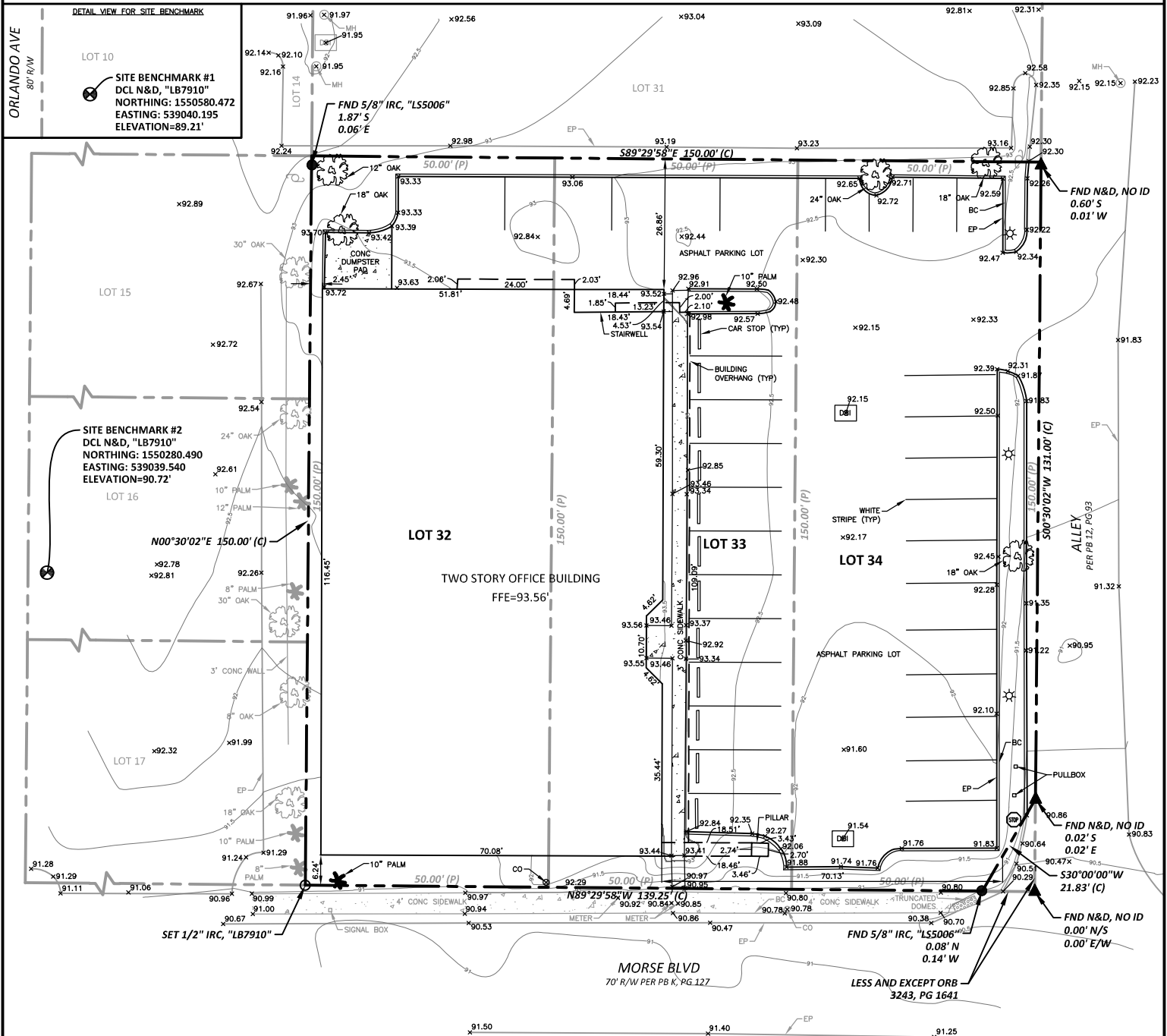
BEGIN AT THE SOUTHEAST CORNER OF LOT 34, KILLARNEY TERRACE AS RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE PROCEED NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 34 WHICH IS ALSO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CITY OF WINTER PARK, A MUNICIPAL CORPORATION, FOR A DISTANCE OF 19.0 FEET; THENCE RUN SOUTH 30°00'00" WEST, 21.94 FEET; THENCE EASTERLY ALONG THE NORTHERN RIGHT-OF-WAY LINE OF MORSE BOULEVARD TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES OR 22,398 SQUARE FEET, MORE OR LESS.

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

1. CALCULATED BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011. SOURCE DATA FOR STATE PLANE INFORMATION: NATIONAL GEODETIC SURVEY (NGS) MONUMENT PID "AK7131".

CERTIFY TO

PRN Real Estate & Investments, Ltd.
First American Title Insurance Company
SouthState Bank

LEGEND

AB	- AS-BUILT	LB	- LICENSED BUSINESS
A/C	- AIR CONDITIONER	LS	- LICENSED SURVEYOR
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CB	- CHORD BEARING	N&D	- NAIL & DISK