



# City Commission Regular Meeting

## Agenda

**February 11, 2026 @ 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

### welcome

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

### assistance & appeals

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

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

### please note

Times are projected and subject to change.

- 1. Meeting Called to Order**
- 2. Invocation - Rev. Elliott Drake, All Saints Episcopal Church**
- 3. Pledge of Allegiance**
- 4. Cultural Partner Presentation - Central Florida Vocal Arts**
- 5. Approval of Agenda**
- 6. Mayor's Report**
  - a. UCF College of Nursing 5 minutes
- 7. City Manager's Report**
- 8. City Attorney's Report**
- 9. Non-Action Items**
  - a. Discussion of Potential Impact of Property Tax Legislation 20 minutes
- 10. Public Comments | 5 p.m. or soon thereafter**

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)
- 11. Consent Agenda**
  - a. Approve the minutes of the regular meeting, January 28, 2026. 1 minute
  - b. Approve the following contracts: 1 minute
    1. RFQ31-22 - KZF Design, LLC - Professional Architectural Services;  
For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed.  
Contract Term: Through January 1, 2027
  - c. Approve the following piggyback contracts: 1 minute
    1. Amazon.com Services LLC - OMNIA Partners #R-TC-17006 - Online Marketplace Purchase of Products and Services; For as-needed purchases to support City operations and departmental needs.  
Contract Term: Through January 18, 2027; Not to Exceed:



---

\$500,000

**12. Action Items Requiring Discussion****13. Public Hearings: Quasi-Judicial Matters**

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

- |                                                                                                                                        |           |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. Ordinance 3362-26 - Vacating and abandoning the North 1.9 feet of distribution easement located at 817 Antonette Ave. (2nd reading) | 5 minutes |
| b. Ordinance 3363-26 - Approving the partial vacation located at 2923 Cove Trail. (2nd reading)                                        | 5 minutes |

**14. Public Hearings: Non Quasi-Judicial Matters**

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

- |                                                                                                                    |           |
|--------------------------------------------------------------------------------------------------------------------|-----------|
| a. Ordinance 3364-26 - Amending Chapter 2 - Article III Subsidiary Boards of the City of Winter Park (2nd reading) | 5 minutes |
| b. Ordinance 3365-26 - Amending Lease Agreement at the Fairbanks Village Properties (2nd reading)                  | 5 minutes |

**15. City Commission Reports****16. Summary of Meeting Actions****17. Adjournment**



## City Commission

# agenda item 6.a

**item type**

Mayor's Report

**meeting date**

February 11, 2026

**prepared by**

Rene Cranis, City Clerk

**approved by****subject**

UCF College of Nursing

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

None



## City Commission

# agenda item 9.a

**item type**

Non-Action Items

**meeting date**

February 11, 2026

**prepared by**

Peter Moore, Director of Office of Management and Budget  
Michelle del Valle, Assistant City Manager

**approved by**

Randy Knight, City Manager

**subject**

Discussion of Potential Impact of Property Tax Legislation

**motion | recommendation**

N/A

**background**

At the previous Commission meeting, it was requested that staff from the Office of Management & Budget address the Commission regarding early estimates of the financial impact of potential legislation, regarding the reduction of property taxes, on the City of Winter Park.

**alternatives | other considerations**

N/A

**fiscal impact**

Currently, all bills being discussed address Homestead property taxes only. Homestead taxable value in the city equate to just over 20% of the City's General Fund annual revenues.

**attachments**

None



## City Commission

# agenda item 11.a

**item type**

Consent Agenda

**meeting date**

February 11, 2026

**prepared by**

Rene Cranis, City Clerk

**approved by**

Randy Knight, City Manager

**subject**

Approve the minutes of the regular meeting, January 28, 2026.

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

1. CC-min-2026-1-28



# City Commission Regular Meeting Minutes

**January 28, 2026 at 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## **Present**

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

### **1. Meeting Called to Order**

Mayor DeCiccio called the meeting to order at 3:30 p.m.

### **2. Invocation - Rabbi Dovid Dubov, Chabad of Greater Orlando**

### **3. Pledge of Allegiance**

### **4. Cultural Partner Presentation - Jennifer Deery, Executive Director of the Albin Polasek Museum and Sculpture Gardens**

Ms. Deery gave a presentation on the current and future exhibitions, programs and events. She invited everyone to visit during its 65<sup>th</sup> anniversary celebration.

### **5. Approval of Agenda**

**Motion made by Commissioner Sullivan to approve the agenda, second by Commissioner Russell. The motion carried unanimously with a 5-0 vote.**

### **6. Mayor's Report**

#### **a. Sounds of the Wildcats Marching Band Day Proclamation**

Mayor DeCiccio read and presented a proclamation declaring January 28, 2026 as Sounds of the Wildcats Marching Band Day. Band Director Michael Climente expressed appreciation for the community's support over 86 years.

Mayor DeCiccio read a letter sent to First Congregational Church in response to the recent incident at a Winter Park church and thanked the police and fire departments for their response.

### **7. City Manager's Report**

- Reviewed proposed bills regarding property tax reform and the timeline for placing on the November ballot. Attorney Ardaman loses its ability to communicate about proposed legislation once a bill is set for the ballot. Director of Office and Management and Budget Peter Moore confirmed that the loss of ad valorem taxes will adversely impact city services and that there are many unknowns as it relates to what services cannot be reduced, i.e. public safety. Discussion followed on the legislative process, communication and potential ballot language.

- Explained the potential impact from extreme cold weather on electric fuel costs and the city's policy on fuel rate adjustments and the city's fuel stabilization fund to minimize impact on customers.
- Gave an update on the Park Avenue Refresh Project. **City Attorney's Report**
  - a. Discussion on Code Enforcement Action-2661 Via Tuscany

Mr. Ardaman gave an update on the information requested on existing liens and mortgages and explained foreclosure process and costs. He suggested delaying action until lien and mortgage information is received and to protect the city from incurring fees. (Additional comments under Public Comments). **Non-Action Items**

#### **10. Public Comments | Heard after public hearings.**

Ness Chokir, attorney representing the owners of 2661 Via Tuscany, stated that their previous request was a waiver of all fees, and is now requesting a partial reduction of fines to \$50k. Discussion followed on whether to consider a reduction. Mr Chokir was directed to contact City Attorney Ardaman.

#### **11. Consent Agenda**

- a. Approve the minutes of the regular meeting, January 14, 2026
- b. Approve the following piggyback contracts:
  - 1. O-Town Compost, Inc. - Orange County Public Schools #RFP24189 - Organic Waste Hauling Disposal; For the Center Street food waste diversion program. Contract Term: Through July 29, 2028; Not to Exceed: \$300,000
  - 2. Altec Industries, Inc. - Sourcewell #110421-ALT - Digger Derricks, Bucket Trucks, and Utility Equipment; For the purchase of vehicle replacements to support City operations. Contract Term: Through December 27, 2026; Not to Exceed: \$550,000
  - 3. Vermeer Southeast Sales & Service - Sourcewell #110421-VTR - Public Utility Equipment; For the purchase of utility equipment to support City operations. Contract Term: Through December 27, 2026; Not to Exceed: \$130,000
  - 4. Bayside Dredging, LLC - City of Tampa #101100422 - Outfall Maintenance Services; For services to support stormwater and drainage projects throughout the City. Contract Term: Through December 14, 2026; Not to Exceed: \$200,000
  - 5. TSI Disaster Recovery, LLC - St. Lucie County #20-049 - Emergency Debris Removal & Dike Repair; For services to support grant-funded initiatives and other stormwater and infrastructure improvements. Contract Term: Through September 30, 2026; Not to Exceed: \$400,000
- c. Approve the following contracts:
  - 1. RFQ30-22 - GAI Consultants Southeast, Inc. - Professional Landscape Architectural Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through November 29, 2026

2. RFQ31-22 - Borrelli + Partners - Professional Architectural Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through December 27, 2026
- d. Authorize opening a City of Winter Park account with Florida Fixed Income Trust (FL-FIT)

Commissioner Lindsey asked for clarification on Items 11c.1 and 2 and 11d.

Items 11c1 and c2 Mr. Knight explained that these are existing contracts for services in potential work over the next year.

Item 11d Mr. Knight confirmed funds are not FDIC insured. Finance Director Wes Hamil said \$1m of property tax revenue will be deposited to this account to receive a higher interest rate and that funds can be accessed within one day.

**Motion made by Commissioner Cruzada, seconded by Commissioner Lindsey. The motion carried unanimously with a 5-0 vote. Action Items Requiring Discussion**

### **13. Public Hearings: Quasi-Judicial Matters**

- a. RESOLUTION 2310-26 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1165 WOODMERE DRIVE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Ardaman read the resolution by title. Director of Planning and Zoning Allison McGillis presented the request and advised the Historic Preservation Board recommended approval. There were no public comments.

**Motion made by Commissioner Cruzada to adopt Resolution 2310-26, seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.**

- b. Ordinance- Vacating and abandoning the North 1.9 feet of distribution easement located at 817 Antonette Ave. (1st reading)

Attorney Ardaman read the ordinance by title. Assistant Director of Public Works and Transportation Don Marcotte reviewed the request to vacate a distribution easement in order to proceed with the sale of the property and responded to questions regarding fees for abandonment to cover city and attorney costs. Commissioner Lindsey suggested an ordinance that would allow the city to recover staff costs to process abandonment requests. There were no public comments. Director of Planning and Zoning Allison McGillis explained that an ordinance is in place for development applications. Staff will explore options to address Commissioner Lindsey's request.

**Motion made by Commissioner Sullivan to approve the ordinance on first reading, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.**

- c. Ordinance- Approving the partial vacation located at 2923 Cove Trail. (1st reading)

Attorney Ardaman read the ordinance by title. Assistant Director Marcotte reviewed this request that includes the city's retention of a utility easement.

There were no public comments. **Motion made by Commissioner Russell to approve the ordinance on first reading, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.**

#### **14. Public Hearings: Non-Quasi-Judicial Matters**

- a. Ordinance amending Chapter 2 - Article III Subsidiary Boards of the City of Winter Park (1st reading)

Attorney Ardaman read the ordinance by title. City Clerk responded to questions on terms of office and attendance.

Commissioner Cruzada suggested adding language to meeting agendas regarding voting conflicts, Sunshine Law and public records. Agreed by consensus. There were no public comments.

**Motion made by Commissioner Russell to approve the ordinance on first reading, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.**

- b. Ordinance - Amending Lease Agreement at the Fairbanks Village Properties (1st reading)

Attorney Ardaman read the ordinance by title. Mr. Knight reviewed the status of existing leases and proposed lease terms. He explained the city's plans for the surrounding area which will complement the restaurant and MLK park with the recent purchase of Lake Rose. Discussion ensued about the right of first refusal and the ability of a lessee to assign the lease without the city's prior written consent.

There were no public comments. **Motion made by Mayor DeCiccio to approve the ordinance on first reading amending the lease by deleting right of first refusal and adding language that the lease cannot be assigned without the city's prior consent, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.**

#### **15. City Commission Reports**

Mayor DeCiccio -

- State of the City event on January 30<sup>th</sup>.
- Arts Weekend begins February 6<sup>th</sup>.



- Noted the insufficient lighting in Shady Park during the Unity Heritage Festival and asked staff to research the need for additional lighting at Shady Park.

Commissioner Sullivan -

- Expressed appreciation for the Orlando Health developer for addressing his concerns regarding stormwater capacity for its new location on Gay Road.

Commissioner Russell

- Community meeting on e-bikes and e-scooters is February 17<sup>th</sup>.

Commissioner Cruzada

- Love your Library Event is February 7<sup>th</sup>.
- Thanked staff for infrastructure improvements near Golfside Drive.

Commissioner Lindsey

- Addressed the incident at First Congregational Church incident and emphasized the city's support for a welcoming community.
- The Library Board of Trustees will present resident and former commissioner Sarah Sprinkel with the Lifetime Service Award.
- Reported on the Library's accomplishments and state-wide recognitions.
- Bach Festival concert, Sounds of America is on January 30<sup>th</sup>.

## **16. Summary of Meeting Actions**

- Received presentation about the Polasek Museum.
- Presented proclamation for WPHS band.
- Approved the Consent Agenda.
- Adopted resolution designating 1165 Woodmere as a historic property.
- Approved ordinance abandoning an easement at 817Antonette.
- Directed staff to look at fees to recover costs for processing abandonment requests.
- Approved ordinance abandoning an easement at 2923 Cove Trail.
- Approved ordinance amending, Chapter 2, Subsidiary Boards.
- Add statements on meeting agendas regarding voting conflicts, Sunshine Law, and public records,
- Approved ordinance amending lease for Fairbanks Village with amendments.
- Received request to propose reduction of fine.

## **17. Adjournment**

The meeting was adjourned at 5:19 p.m.

---

Mayor Sheila DeCiccio

ATTEST:

---

City Clerk Rene Cranis



## City Commission

# agenda item 11.b

**item type**

Consent Agenda

**meeting date**

February 11, 2026

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

Approve the following contracts:

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

None



## City Commission

# agenda item 11.b.1

**item type**

Consent Agenda

**meeting date**

February 11, 2026

**prepared by**

Rebecca Watt, Contract Agent

**approved by**

Randy Knight, City Manager

**subject**

1. RFQ31-22 - KZF Design, LLC - Professional Architectural Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through January 1, 2027

**motion | recommendation**

Commission approve item as presented and authorize Mayor to execute.

**background**

1. KZF Design, LLC was selected through a competitive process based on their qualifications to support City staff with architectural projects. This item represents the third of four allowable renewals under the terms of the original agreement.

**alternatives | other considerations****fiscal impact**

1. Each task order will be brought to the City Commission for approval, with the funding source listed.

**attachments**

None





## City Commission

# agenda item 11.c

**item type**

Consent Agenda

**meeting date**

February 11, 2026

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

Approve the following piggyback contracts:

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

None



## City Commission

# agenda item 11.c.1

**item type**

Consent Agenda

**meeting date**

February 11, 2026

**prepared by**

Rebecca Watt, Contract Agent

**approved by**

Randy Knight, City Manager

**subject**

1. Amazon.com Services LLC - OMNIA Partners #R-TC-17006 - Online Marketplace Purchase of Products and Services; For as-needed purchases to support City operations and departmental needs. Contract Term: Through January 18, 2027; Not to Exceed: \$500,000

**motion | recommendation**

Approve the following piggyback contracts:

**background**

1. This agreement is utilized by various City departments to support operational needs. Amazon.com Services LLC was selected through OMNIA Partner's cooperative agency, which provides competitively solicited pricing and terms.

**alternatives | other considerations****fiscal impact**

1. General Fund

**attachments**

None

**item type**

Public Hearings: Quasi-Judicial Matters

**meeting date**

February 11, 2026

**prepared by**

Donald Marcotte, Assistant Director of Public Works/City Engineer

**approved by****subject**

Ordinance 3362-26 - Vacating and abandoning the North 1.9 feet of distribution easement located at 817 Antonette Ave. (2nd reading)

**motion | recommendation**

Move to adopt ordinance to terminate the distribution easement within the boundaries of the property located at 817 Antonette Ave, as shown in the attached sketch.

**background**

The City of Winter Park received a request from the owners of the property located at 817 Antonette Ave. The applicants propose to terminate the distribution easement within the boundaries of their property based on an assignment from Florida Power Corporation. Letters of no objection from Lumen, Spectrum, Teco, and the City of Winter Park's Electric and Water Wastewater utilities, have all been included.

**alternatives | other considerations**

Deny the request.

**fiscal impact**

none.

**attachments**

1. Ordinance 3362-26 Approving Termination of Easement 817 Antonette Avenue
2. s3KT5C\_IS-70062-SOD-PAGE\_1
3. s3MBHU\_IS-70062-SOD-PAGE\_2
4. ANTONETTE REQUEST
5. VACATE REQUEST
6. Business Impact Estimate
7. WP ELECTRIC.

8. LUMEN
9. SPECTRUM
10. TECO
11. WP WATER WASTEWATER



After Recording Return To:  
City of Winter Park, City Clerk's Office  
401 Park Avenue South  
Winter Park, Florida 32789

## **ORDINANCE 3362-25**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE TERMINATION OF THE DISTRIBUTION EASEMENT RECORDED AT OFFICIAL RECORDS BOOK 3941, PAGE 4149 WITHIN THE BOUNDARIES OF THE PROPERTY LOCATED AT 817 ANTONETTE AVENUE AND HAVING ORANGE COUNTY TAX PARCEL NUMBER 07-22-30-1490-02-090; AND AUTHORIZING THE EXECUTION AND RECORDING OF THE NECESSARY TERMINATION OF EASEMENT INSTRUMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.**

**WHEREAS**, Jeremy Gorovitz and Nina Steinberg ("Applicant") is the fee simple owner of that certain property located at 817 Antonette Avenue, Winter Park, Florida, and legally described to wit: Lot 9, Block B, College Place Replat, according to the plat thereof, as recorded in Plat Book H, Page 46, Public Records of Orange County, Florida ("Applicant's Property"); and

**WHEREAS**, Applicant has filed an application to terminate the distribution easement within the boundaries of the Applicant's Property owned by the City of Winter Park based on an assignment from Florida Power Corporation; and

**WHEREAS**, it has been determined that Applicant have paid all outstanding ad valorem taxes for Applicant's Property; and

**WHEREAS**, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter, including with respect to abandoning rights-of-way and easements no longer needed for municipal or public purposes; and

**WHEREAS**, the City has determined that the portion of the distribution easement vacated and/or terminated herein are no longer needed by the City of Winter Park; and

**WHEREAS**, the City Commission finds that this Ordinance is in the best interest of the public safety, health and welfare.

**NOW, THEREFORE, BE IT ENACTED by the City of Winter Park, Florida as follows:**

**Section 1. Termination of Florida Power Corporation Easement Assigned to the City.** The City Commission hereby approves the City of Winter Park's termination of the distribution easement in favor of Florida Power Corporation (as assigned to the City of Winter Park) recorded at Official Records Book 3941, Page 4149, Public Records of Orange County, Florida to the extent it lies within the boundaries of the Applicant's Property ("Distribution Easement"). The portion of the Distribution Easement being terminated is described in that certain sketch and legal description attached hereto as **Exhibit "A"**. The City Manager is authorized to execute and deliver for the City of Winter Park the necessary termination of said Distribution Easement authorized herein. Except to the extent being terminated as described in Exhibit "A", the Distribution Easement shall remain in full force and effect.

**Section 2. Conflicts.** In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls to the extent of the conflict.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Effective.** This Ordinance shall take effect immediately upon its passage and adoption.

**Section 5. Recording.** This Ordinance shall be recorded in the public records of Orange County, Florida.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 11th day of February, 2026.

---

Shelia DeCiccio, Mayor

ATTEST:

---

Rene Cranis, City Clerk

# Sketch of Description

## Legal Description:

A PORTION OF LOT 9, BLOCK B, COLLEGE PLACE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 46, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A FOUND 1/2" REBAR (NO IDENTIFICATION) AT THE SOUTHEAST CORNER OF LOT 9, BLOCK B, COLLEGE PLACE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 46, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9, BLOCK B, NORTH 36°53'55" WEST, 10.06 FEET TO A FOUND 3/4" IRON PIPE (NO IDENTIFICATION); THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 29°57'41" WEST, 9.29 FEET TO THE SOUTHERN MOST CORNER OF AN EXISTING ONE STORY GARAGE, AND BEING THE **POINT OF BEGINNING**; THENCE ALONG THE WESTERLY LINE OF SAID EXISTING GARAGE, NORTH 38°49'28" WEST, 2.46 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING DISTRIBUTION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3941, PAGE 4149, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE WESTERLY LINE OF SAID EXISTING GARAGE, ALONG THE NORTHERLY LINE OF SAID EXISTING DISTRIBUTION EASEMENT, NORTH 89°36'48" EAST, 3.95 FEET TO THE SOUTHERLY LINE OF SAID EXISTING GARAGE; THENCE DEPARTING THE NORTHERLY LINE OF SAID EXISTING DISTRIBUTION EASEMENT, ALONG THE SOUTHERLY LINE OF SAID EXISTING GARAGE, SOUTH 51°10'32" WEST, 3.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.80 SQ. FT. OR 0.000087 ACRES ±.

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE THE AREA OF ENCROACHMENT.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

|                       |                                      |
|-----------------------|--------------------------------------|
| Sketch Date: 10-13-25 | Sketch and Description Certified To: |
| Drawn By: AWW         | JEREMY GOROVITZ AND NINA STEINBERG   |
| Approved By: PKI      |                                      |
| Field: N/A            |                                      |

| -Legend- |                                       |        |                                  |
|----------|---------------------------------------|--------|----------------------------------|
| C        | - Calculated                          | PC     | - Point of Curvature             |
| CL       | - Centerline                          | Pg     | - Page                           |
| CB       | - Concrete Block                      | PI     | - Point of Intersection          |
| CM       | - Concrete Monument                   | P.O.B. | - Point of Beginning             |
| Conc.    | - Concrete                            | P.O.L. | - Point on Line                  |
| D        | - Description                         | PP     | - Power Pole                     |
| DE       | - Drainage Easement                   | PRM    | - Permanent Reference Monument   |
| Esmt.    | - Easement                            | PT     | - Point of Tangency              |
| F.E.M.A. | - Federal Emergency Management Agency | R      | - Radius                         |
| FFE      | - Finished Floor Elevation            | Rad.   | - Radial                         |
| Fnd.     | - Found                               | R&C    | - Rebar & Cap                    |
| IP       | - Iron Pipe                           | Rec.   | - Recovered                      |
| L        | - Length (Arc)                        | Rfd.   | - Roofed                         |
| M        | - Measured                            | Set    | - Set 1/2" Rebar & Cap "LB 7623" |
| N&D      | - Nail & Disk                         | Typ.   | - Typical                        |
| N.R.     | - Non-Radial                          | UE     | - Utility Easement               |
| O.R.B.   | - Official Records Book               | WM     | - Water Meter                    |
| P        | - Plat                                | Δ      | - Delta (Central Angle)          |
| P.B.     | - Plat Book                           | -X-    | - Chain Link Fence               |
| -C-      | - Wood Fence                          |        |                                  |

*Ireland & Associates  
Surveying, Inc.*

800 Currency Circle Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

### -Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, P.S. 6637 LB 7623  
Date Signed: 10-13-25  
This Sketch is intended ONLY for the use of Said Certified Parties.  
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.  
File No. IS-70062

# Sketch of Description

L1  
N 36°53'55" W 10.06'

L2  
N 29°57'41" W 9.29'

L3  
N 38°49'28" W 2.46'

L4  
N 89°36'48" E 3.95'

L5  
S 51°10'32" W 3.09'

A Portion of  
Lot 8, Block B  
College Place Replat  
(Plat Book H, Page 46)

(Document # 20230320729)

Parcel ID:  
07-22-30-1490-02-080

Lot 9, Block B  
College Place Replat  
(Plat Book H, Page 46)

(Document # 20250536765)

Parcel ID:  
07-22-30-1490-02-090

A Portion of  
College Place Replat  
(Plat Book H, Page 46)  
(Document # 20210386798)

Parcel ID:  
07-22-30-1490-02-170

Lot 10, Block B  
College Place Replat  
(Plat Book H, Page 46)

(O.R.B. 10559, Page 6319)

Parcel ID:  
07-22-30-1490-02-100

Distribution Easement  
(O.R.B. 3941, Page 4149)

**Point of  
Beginning**

A Portion of Lot 16, Block B  
College Place Replat  
(Plat Book H, Page 46)

(Document # 20230448722)

Parcel ID:  
07-22-30-1490-02-161

**Point of  
Commencement**

Southeast Corner  
of Lot 9, Block B  
Fnd. 1/2" Rebar  
(No Identification)

Lot 15, Block B  
College Place Replat  
(Plat Book H, Page 46)

(Document # 20250042361)

Parcel ID:  
07-22-30-1490-02-150

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



**NOT** to Scale  
File No. IS-70062

*Ireland & Associates  
Surveying, Inc.*

800 Currency Circle Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com  
Office-407.678.3366 Fax-407.320.8165

This is **NOT** a Survey.  
This is **ONLY** a Description.  
This Sketch and Description consist of two sheets and  
is not full and or complete without both sheets.



# city commission agenda item

|                     |                                                                                                                                                                                                                                                                                        |              |                                        |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------|
| Item type           | Public Hearings: Quasi-Judicial Matters                                                                                                                                                                                                                                                | meeting date | September 24, 2025                     |
| prepared by         | Noemi Schudel, Administrative Coordinator II                                                                                                                                                                                                                                           | approved by  | <input type="checkbox"/> City Manager  |
| department          | Public Works                                                                                                                                                                                                                                                                           |              | <input type="checkbox"/> City Attorney |
| division            |                                                                                                                                                                                                                                                                                        |              | <input type="checkbox"/> N/A           |
| board approval      | <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A                                                                                                                                                                                                  | final vote   |                                        |
| strategic objective | <input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship<br><input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety<br><input type="checkbox"/> Investment in Public Assets & Infrastructure |              |                                        |

## Subject

Ordinance - Vacating and abandoning the North 1.9 Feet of the Distributive Easement.  
(1st reading)

## motion recommendation

Move to adopt ordinance to vacate the North 1.9 Feet of the Distributive Easement as shown on attached Sketch.

## background

There is a 10 foot Distributive Easement of record affecting the property. A survey was prepared and a corner of the garage is located in the Distributive Easement. The buyer of the property is unwilling to close on the sale with the encroachment.

## alternatives other considerations

need to finish  
uploading into Civic Plus.

817 Antonette Ave

Teresa Garrett  
(attorney) 8/29.

Garrett Law Firm, P.A.  
*Attorneys at Law*  
1850 Lee Road, Suite 302  
Winter Park, Florida 32789

(407) 647-5880 Telephone

teresa@garrettfirm.com

(407) 647-8244 Fax

September 8, 2025

Don Marcotte, City Engineer  
City of Winter Park  
500 N Virginia Ave  
Winter Park, Florida 32789

RE: Request to vacate the North 1.9 feet of the Distributive Easement

Dear Don:

I represent the owners of the property located at 817 Antonette Ave., Winter Park, Florida 32789. The property is under contract to be sold. There is a 10 foot Distributive Easement of record affecting the property. The legal description in the recorded document is incorrect so for many years the Distributive Easement did not show as an exception on past title searches.

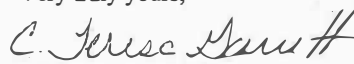
The title search prepared by Fidelity National Title shows the Distributive Easement as an exception. A survey was prepared and a corner of the garage is located in the Distributive Easement. The buyer of the property is unwilling to close on the sale with the encroachment.

Attached is the survey with the highlighted area to be released. The property to be released is the North 1.9 feet of the Distributive Easement recorded in Official Records Book 3941, Page 4149, as recorded in the Public Records of Orange County, Florida. A copy of the recorded Distributive Easement is also attached.

Attached are the letters from the utility companies approving the release of the North 1.9 feet of the Distributive Easement.

Your attention to this matter is appreciated. The closing was scheduled for August 28, 2025 and the buyer will not close without the release.

Very truly yours,

  
C. Teresa Garrett, Esq.



Rec Fee \$ 9.00  
 Ad. Rec \$ 1.50  
 P. Tax \$ .55  
 Int. Tax \$  
 Total \$ 11.05

By DPB  
 Deputy Clerk



**DISTRIBUTION EASEMENT**

THIS EASEMENT, Made this day between Phillip J. Massey & Shirley G. Greene Massey  
 their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation,  
 its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein  
 contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity  
 or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric  
 energy and service and communication services; said facilities being located in the following described "Ease-  
 ment Area" within GRANTOR's premises in Orange County, Florida, to wit:

A 10 foot wide Easement Area defined as comprising the Southerly 10 feet of the  
 following described property. ALSO, a 5 foot wide Easement Area defined as comprising  
 the Northwesternly 5 feet of the Southwesternly 45 feet of the following described  
 property.

Lot 9, Block "H", College Place Replat, according to the plat thereof as recorded  
 in Plat Book "H", Page 46, of the Public Records of Orange County, Florida.

Lying and being in Section 7, Township 22 South, Range 30 East, Orange County,  
 Florida.

2904494 ORANGE CO. FL.  
 09:18:00AM 12/10/87

OR3941 PG4149

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to  
 patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to  
 increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to  
 clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANT-  
 EE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities;  
 (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the  
 opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance  
 of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said  
 Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges  
 reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance  
 of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall  
 be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be  
 placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six  
 feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANT-  
 OR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

This document prepared by H. A. EVERTZ III  
 Return to: Real Estate Dept., Fla. Power Corp.  
 P.O. Box 14042, St. Petersburg, FL 33733  
 Rev. 1084

Individual 913 529 (5)

Section 7 Township 22 Range 30 County Orange  
 Project Name: Massey - Plat & Sec. Ext. - WFR-116,1986



shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 30 day of

May, 1986.

WITNESSES:

Carol H. Williams  
Sarah H. Stephens

Phillip J. Massey (L.S.)  
Shirley J. Bruce Massey (L.S.)  
\_\_\_\_\_  
(L.S.)

STATE OF Florida )  
COUNTY OF Sumter ) ss.

NOTARIAL PUBLIC  
Shirley H. Lohr  
Notary Public, Sumter Co., FL

The foregoing easement was acknowledged before me this 30 day of May, 1986,

by Phillip J. Massey & Shirley J. Bruce  
Massey as GRANTOR.

Massey  
Notary Public, State of Florida at Large  
My Commission Expires: My Commission Expires February 5, 1989

Massey  
Notary Public

OR3941 PG4150

913 529 (S)  
Back

9/8/2025

David P. Hill  
Tel: (407) 648-0006  
Email: david@dphilllaw.com  
Direct: 239-372-2238

P867680  
No Reservations/No Objection

SUBJECT: The intent of this request appears to be for the Encroachment of the garage and rear yard utility easement. 817 Antonette Avenue, Winter Park, Orange County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc., ("CenturyLink") has reviewed the request. CenturyLink Engineering has no Reservations with this request. See the attached sketch.

It is the intent and understanding of CenturyLink that this encroachment request shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This encroachment response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the abandonment area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Bill Paul 727-449-3544 or bill.paul@lumen.com.

Sincerely yours,

Network Infrastructure Services  
CenturyLink of Florida, Inc.  
P867680

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: 9/4/25

JASON RIEGLER  
WATER/WASTEWATER ASST. UTILITY DIRECTOR  
401 PARK AVE SOUTH, WINTER PARK FL 32789

Dear MR. RIEGLER :

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 ANTONETTE AVE, WINTER PARK, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at teresa @ gurett firm. com. If you have any questions, please contact TERESA GARRETT, tel: 407-647-5880

Sincerely

Name: DAVID P. HILL  
Address: 817 ANTONETTE AVE  
City, State, Zip Code: WINTER PARK, FL 32789

-----  
☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

Signature: [Signature]

Print Name: Jason Riegler, P.E.

Title: Deputy Director, Water & Wastewater Utilities Department

Date: 9/4/25

:depts:\pworks\COMMON\FORMS\VACATE REQUEST FORM UPDATED 04-19-24

# UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: 4/3/25

SHAWN WINSOR  
TECO PEOPLES GAS  
600 W. ROBINSON, ORLANDO, FL 32802

Dear MR. WINSOR:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 ANTONETTE AVE, WINTER PARK, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at TERESA GARRETT Firm. com. If you have any questions, please contact TERESA GARRETT, tel: 407-647-5880

Sincerely

Name: DAVID P. HILL  
 Address: 817 ANTONETTE AVENUE  
 City, State, Zip Code: WINTER PARK, FL 32789

☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

Signature: Shawn Winsor

Print Name: Shawn Winsor

Title: Gas Design Project Manager

Date: 0-5-2025

idents:\pwork\ACOMM\FORMS\VACATE REQUEST FORM UPDATED 04-19-24

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: 9/4/25

Name: Laszlo Wagner, Spectrum Construction Coordinator

Address: 3767 All American Blvd, Orlando, FL 32810

Dear Mr. Wagner

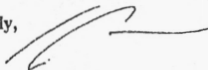
I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 ANTONETTE AVENUE, WINTER PARK, FL 32789 in Winter Park.

In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at:  
teresa@garrettfirm.com

If you have any questions please contact me at phone number TERESA GARRETT, 407-647-5893

Sincerely,



Name: DAVID P. HILL

Address: 817 ANTONETTE AVENUE, WINTER PARK, FL 32789

-----  
☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the 1.9 foot of the easement by the corner of the garage. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: Please refer to the highlighted area on page 2

Signature: Laszlo Wagner

Print Name: LASZLO WAGNER

Title: CONSTRUCTION COORDINATOR

Date: 9/5/2025

:depts:\pworks\COMMON\FORMS\VACATE REQUEST FORM UPDATED 07-14-25

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: August 28, 2025

City of Winter Park  
Attn: Electric Utility  
1409 Howell Branch Rd, Winter Park

Dear Mr. Belfakih:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 Antone-Hill Ave in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at teresa@garrettfirm.com. If you have any questions, please contact Teresa Garrett

Sincerely,

Name: [Signature]  
Address: 81 Antone-Hill Ave  
City, State, Zip Code: Winter Park, FL 32789

☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the 1.9 foot of the easement by the corner of the garage. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

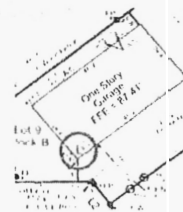
Additional comments: Please refer to the green circle in the picture below

Signature: [Signature]

Print Name: Mourad Belfakih

Title: Electrical Engineer Manager

Date: 9/02/2025



depts:\pwrks\COMMON\FORMS\VACATE: REQUEST FORM UPDATED 04-19-24

**Garrett Law Firm, P.A.**

*Attorneys at Law*

1850 Lee Road, Suite 302  
Winter Park, Florida 32789

(407) 647-5880 Telephone

teresa@garrettfirm.com

(407) 647-8244 Fax

September 8, 2025

Don Marcotte, City Engineer  
City of Winter Park  
500 N Virginia Ave  
Winter Park, Florida 32789

RE: Request to vacate the North 1.9 feet of the Distributive Easement

Dear Don:

I represent the owners of the property located at 817 Antonette Ave., Winter Park, Florida 32789. The property is under contract to be sold. There is a 10 foot Distributive Easement of record affecting the property. The legal description in the recorded document is incorrect so for many years the Distributive Easement did not show as an exception on past title searches.

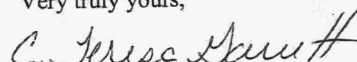
The title search prepared by Fidelity National Title shows the Distributive Easement as an exception. A survey was prepared and a corner of the garage is located in the Distributive Easement. The buyer of the property is unwilling to close on the sale with the encroachment.

Attached is the survey with the highlighted area to be released. The property to be released is the North 1.9 feet of the Distributive Easement recorded in Official Records Book 3941, Page 4149, as recorded in the Public Records of Orange County, Florida. A copy of the recorded Distributive Easement is also attached.

Attached are the letters from the utility companies approving the release of the North 1.9 feet of the Distributive Easement.

Your attention to this matter is appreciated. The closing was scheduled for August 28, 2025 and the buyer will not close without the release.

Very truly yours,

  
C. Teresa Garrett, Esq.

# BOUNDARY & TOPOGRAPHIC SURVEY

## LEGAL DESCRIPTION:

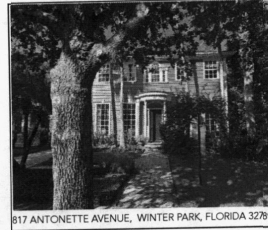
LOT 9, BLOCK B, COLLEGE PLACE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 46, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

## FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER PARK, COMMUNITY NUMBER 120188, DATED 3-7-2014.

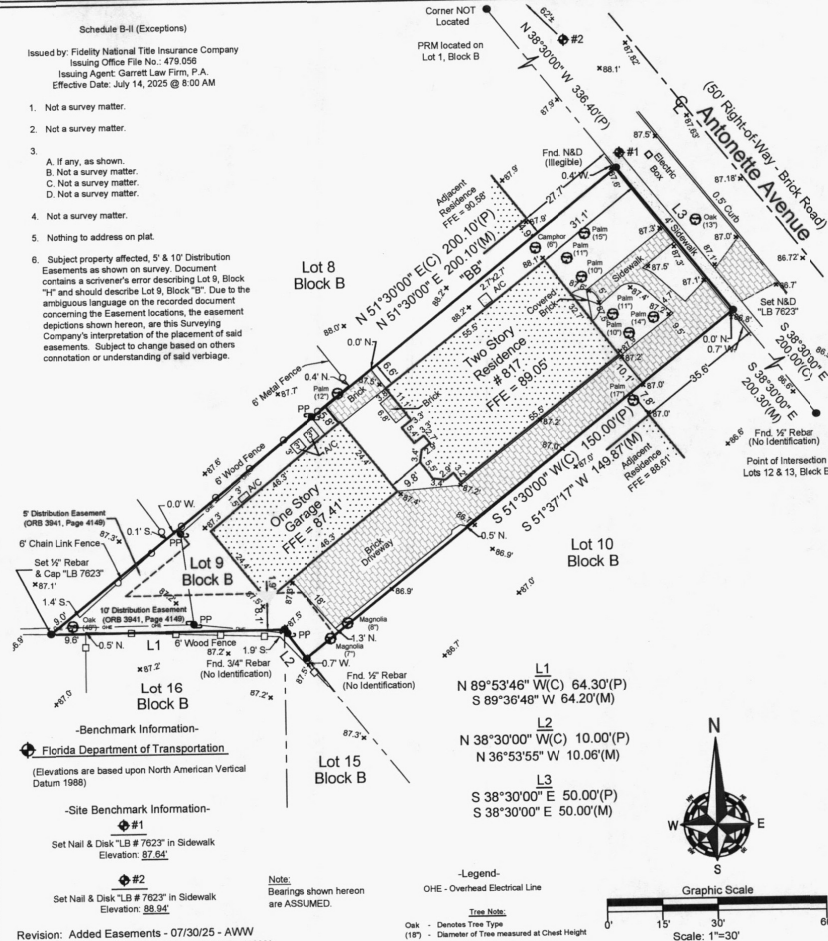
## CERTIFIED TO:

JEREMY GOROVITZ AND NINA STEINBERG; GARRETT LAW FIRM, P.A.; FIDELITY NATIONAL TITLE INSURANCE COMPANY; MILGRIM LAW GROUP



Schedule B-II (Exceptions)  
Issued by: Fidelity National Title Insurance Company  
Issuing Office File No.: 479-056  
Issuing Agent: Garrett Law Firm, P.A.  
Effective Date: July 14, 2025 @ 8:00 AM

1. Not a survey matter.
2. Not a survey matter.
3. A. If any, as shown.  
B. Not a survey matter.  
C. Not a survey matter.  
D. Not a survey matter.
4. Not a survey matter.
5. Nothing to address on plat.
6. Subject property affected, 5' & 10' Distribution Easements as shown on survey. Document contains a scrivener's error describing Lot 9, Block "H" and should describe Lot 9, Block "B". Due to the ambiguous language on the recorded document concerning the Easement locations, the easement depictions shown herein, are this Surveying Company's interpretation of the placement of said easements. Subject to change based on others connotation or understanding of said verbiage.



-Benchmark Information-  
Florida Department of Transportation  
(Elevations are based upon North American Vertical Datum 1988)

### -Site Benchmark Information-

#1  
Set Nail & Disk "LB # 7623" in Sidewalk  
Elevation: 87.64'

#2  
Set Nail & Disk "LB # 7623" in Sidewalk  
Elevation: 88.94'

Note:  
Bearings shown hereon  
are ASSUMED.

-Legend-  
OHE - Overhead Electrical Line

Tree Notes:  
Oak - Denotes Tree Type  
(18" - Diameter of Tree measured at Chest Height)



Field Date: 7/21/2025

Date Completed: 07/22/25

Drawn By: P.

File Number: IS-70062 TOPO

| Legend   |                                       |
|----------|---------------------------------------|
| C        | - Calculated                          |
| CB       | - Concrete Block                      |
| CM       | - Concrete Monument                   |
| Conc.    | - Concrete                            |
| D        | - Description                         |
| DE       | - Drainage Easement                   |
| Easmt.   | - Easement                            |
| F.L.M.A. | - Federal Emergency Management Agency |
| FFE      | - Finished Floor Elevation            |
| Fnt.     | - Found                               |
| IP       | - Iron Pipe                           |
| L        | - Length (Airs)                       |
| N.R.     | - Non-Radiated                        |
| ORB      | - Official Records Book               |
| P        | - Plat                                |
| P.B.     | - Plat Book                           |
| CD       | - Wood Fence                          |
| PC       | - Point of Curvature                  |
| PS       | - Page                                |
| PI       | - Point of Intersection               |
| P.O.B.   | - Point of Beginning                  |
| P.O.L.   | - Point of Line                       |
| PP       | - Power Pole                          |
| PRM      | - Permanent Reference Monument        |
| PT       | - Point of Tangency                   |
| R        | - Radius                              |
| R&C      | - Rebar & Cap                         |
| R&C      | - Recovered                           |
| R&C      | - Roofed                              |
| Set      | - Set 1/2" Rebar & Cap "LB 7623"      |
| Typ.     | - Typical                             |
| UE       | - Utility Easement                    |
| WM       | - Water Meter                         |
| Δ        | - Delta (Central Angle)               |
| -        | - Chain Link Fence                    |

NOTES:  
- Survey is Based upon the Legal Description Supplied by Client.  
- Abutting Properties Deeds have NOT been researched for Gaps, Overlaps and/or Hints.  
- Subject to any Easements and/or Restrictions of Record.  
- Bearing base shown hereon is Assumed and based upon the Line Denoted with a "BB".  
- Fence Ownership is NOT determined.  
- Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.  
- Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.  
- Use of this Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.

NONE VISIBLE

### POINTS OF INTEREST:

I hereby certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to Me and Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 54-17.002 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

PATRICK K. J. Ireland  
PATRICK K. J. Ireland 6637 LB: 7623  
This survey is accurate to 1/4" for the lot or lot area surveyed and to 1/8" for the lot or lot area not surveyed.

Ireland & Associates Surveying, Inc.  
800 Currency Circle Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com  
Office-407.678.3366 Fax-407.320.8165



Rec. Fee \$ 9.00  
Ad. Fee \$ 1.50  
Tax \$ .55  
Int. Fee \$  
Total \$ 11.05  
By Philip J. Massey & Shirley G. Greene Massey  
Dennis Block



DISTRIBUTION EASEMENT

THIS EASEMENT, Made this day between Philip J. Massey & Shirley G. Greene Massey  
their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation,  
its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein  
contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity  
or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric  
energy and service and communication services; said facilities being located in the following described "Ease-  
ment Area" within GRANTOR's premises in Orange County, Florida, to wit:

A 10 foot wide Easement Area defined as comprising the Southerly 10 feet of the  
following described property. ALSO, a 5 foot wide Easement Area defined as comprising  
the Northwesterly 5 feet of the Southwesterly 45 feet of the following described  
property.

Lot 9, Block "H", College Place Replat, according to the plat thereof as recorded  
in Plat Book "H", Page 46, of the Public Records of Orange County, Florida.

Lying and being in Section 7, Township 22 South, Range 30 East, Orange County,  
Florida.

2904494 ORANGE CO. FL.  
09:18:00AM 12/10/87

OR394 | PG4 | 49

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to  
patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to  
increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to  
clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANT-  
EE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities;  
(d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the  
opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance  
of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said  
Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges  
reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance  
of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall  
be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be  
placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six  
feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANT-  
OR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

This document prepared by H. A. EVERTZ III  
Return to: Real Estate Dept., Fla. Power Corp.  
P.O. Box 14042, St. Petersburg, FL 33733  
Rev. 1064

Individual 913 529 (1)

Section 7, Township 22, Range 30, County Orange  
Project Name: Massey - P.J. & Sec. Ext. - WFE-116,1986

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 30 day of

May, 1986.

WITNESSES:

Grant H. Williams  
David H. Stephens

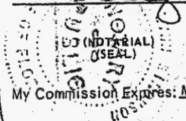
Phillip J. Massey (L.S.)  
Shirley H. Massey (L.S.)  
(L.S.)  
(L.S.)

STATE OF Florida )  
COUNTY OF Summit ) ss.

NOTARIAL PUBLIC  
John H. Lohr  
County Commissioner, Orange Co., FL

The foregoing easement was acknowledged before me this 30 day of May, 1986.

by Phillip J. Massey & Shirley H. Massey  
Massey as GRANTOR.



Notary Public, State of Florida at Large  
My Commission Expires: My Commission Expires February 5, 1989

John H. Lohr  
Notary Public

OR3941 PG4150

913 529 (5)  
Back

## City of Winter Park, Florida Business Impact Estimate

Posted Date: \_\_\_\_\_

Proposed ordinance's title/reference: **APPROVING THE TERMINATION OF THE DISTRIBUTION EASEMENT RECORDED AT OFFICIAL RECORDS BOOK 3941, PAGE 4149 WITHIN THE BOUNDARIES OF THE PROPERTY LOCATED AT 817 ANTONETTE AVENUE**

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.<sup>1</sup> The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: "City of Winter Park staff solicited comments from businesses in the City of Winter Park as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Winter Park website, public workshop, etc." You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.]

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: August 28, 2025

City of Winter Park  
Attn: Electric Utility  
1409 Howell Branch Rd, Winter Park

Dear Mr. Belfakib:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 Antonette Ave in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at teresa@garrettfirm.com. If you have any questions, please contact Teresa Garrett

Sincerely

Name: [Signature]  
Address: 817 Antonette Ave  
City, State, Zip Code: Winter Park FL 32789

-----  
☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

Signature: Mourad Belfakih  
Print Name: Mourad Belfakih  
Title: Electrical Engineer Manager  
Date: Dec-12-2025



BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

LOT 9, BLOCK B, COLLEGE PLACE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK H, PAGE 46, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER PARK, COMMUNITY NUMBER 120188, DATED 3-7-2014.

CERTIFIED TO:

JEREMY GOROVITZ AND NINA STEINBERG; GARRETT LAW FIRM, P.A.; FIDELITY NATIONAL TITLE INSURANCE COMPANY; MILGRIM LAW GROUP

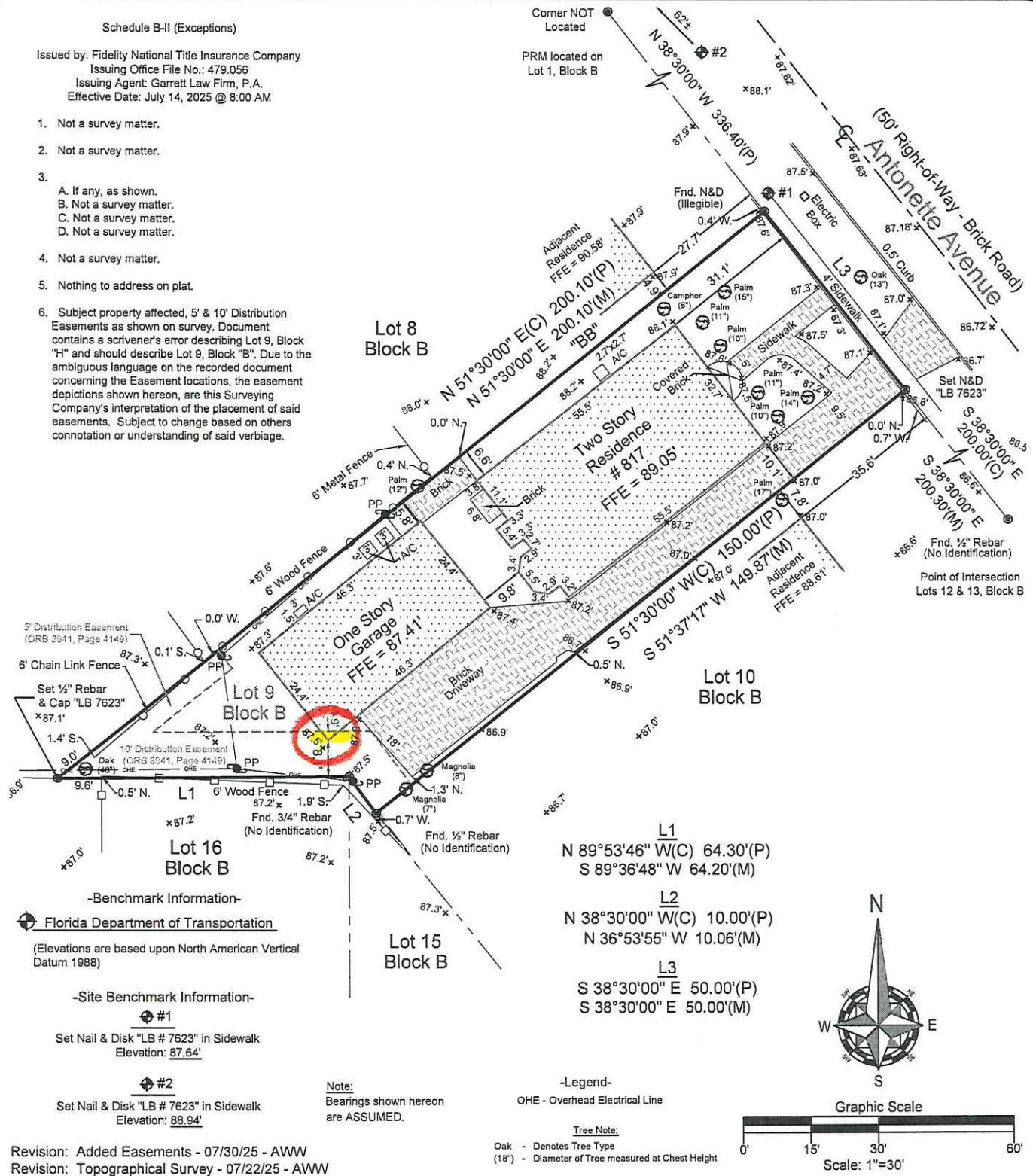


817 ANTONETTE AVENUE, WINTER PARK, FLORIDA 32789

Schedule B-II (Exceptions)

Issued by: Fidelity National Title Insurance Company  
Issuing Office File No.: 479.056  
Issuing Agent: Garrett Law Firm, P.A.  
Effective Date: July 14, 2025 @ 8:00 AM

- Not a survey matter.
- Not a survey matter.
- A. If any, as shown.  
B. Not a survey matter.  
C. Not a survey matter.  
D. Not a survey matter.
- Not a survey matter.
- Nothing to address on plat.
- Subject property affected, 5' & 10' Distribution Easements as shown on survey. Document contains a scrivener's error describing Lot 9, Block "H" and should describe Lot 9, Block "B". Due to the ambiguous language on the recorded document concerning the Easement locations, the easement depictions shown hereon, are this Surveying Company's interpretation of the placement of said easements. Subject to change based on others connotation or understanding of said verbiage.



Revision: Added Easements - 07/30/25 - AWW  
Revision: Topographical Survey - 07/22/25 - AWW

Field Date: 7/21/2025 Date Completed: 07/22/25  
Drawn By: .P. File Number: IS-70062 TOPO

| -Legend-                                       |                                      |
|------------------------------------------------|--------------------------------------|
| C - Calculated                                 | PC - Point of Curvature              |
| CB - Concrete Block                            | Pg - Page                            |
| CM - Concrete Monument                         | PI - Point of Intersection           |
| Conc. - Concrete                               | P.O.B. - Point of Beginning          |
| D - Description                                | P.O.L. - Point on Line               |
| DE - Drainage Easement                         | PP - Power Pole                      |
| Emst. - Easement                               | PRM - Permanent Reference Monument   |
| F.E.M.A. - Federal Emergency Management Agency | PT - Point of Tangency               |
| FFE - Finished Floor Elevation                 | R - Radius                           |
| Fnd. - Found                                   | Rad. - Radial                        |
| IP - Iron Pipe                                 | R&C - Rebar & Cap                    |
| L - Length (Arc)                               | Rec. - Recovered                     |
| M - Measured                                   | Rfd. - Roofed                        |
| N&D - Nail & Disk                              | Set - Set 1/2" Rebar & Cap "LB 7623" |
| N.R. - Non-Radial                              | Typ. - Typical                       |
| ORB - Official Records Book                    | UE - Utility Easement                |
| P - Plat                                       | WM - Water Meter                     |
| P.B. - Plat Book                               | Δ - Delta (Central Angle)            |
| W - Wood Fence                                 | -O- - Chain Link Fence               |

-NOTES-

>Survey is Based upon the Legal Description Supplied by Client.

>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.

>Subject to any Easements and/or Restrictions of Record.

>Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".

>Building Ties are NOT to be used to reconstruct Property Lines.

>Fence Ownership is NOT determined.

>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.

>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.

>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.

-POINTS OF INTEREST-

NONE VISIBLE

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

*Patrick K. Ireland*  
PATRICK K. IRELAND 6637 LB: 7623

This survey is intended ONLY for the use of said certified parties. This survey is NOT valid without signature and embossed with Surveyor Seal.

**Ireland & Associates Surveying, Inc.**  
800 Currency Circle | Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com  
Office-407.678.3366 Fax-407.320.8165

9/8/2025

David P. Hill  
Tel: (407) 648-0006  
Email: david@dphilllaw.com  
Direct: 239-372-2238

P867680  
No Reservations/No Objection

SUBJECT: The intent of this request appears to be for the Encroachment of the garage and rear yard utility easement, 817 Antonette Avenue, Winter Park, Orange County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc., ("CenturyLink") has reviewed the request. CenturyLink Engineering has no Reservations with this request. See the attached sketch.

It is the intent and understanding of CenturyLink that this encroachment request shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This encroachment response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the abandonment area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Bill Paul 727-449-3544 or bill.paul@lumen.com.

Sincerely yours,

Network Infrastructure Services  
CenturyLink of Florida, Inc.  
P867680

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: 9/4/25

Name: Laszlo Wagner, Spectrum Construction Coordinator

Address: 3767 Ali American Blvd, Orlando, FL 32810

Dear Mr. Wagner

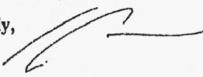
I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 ANTONETTE AVENUE, WINTER PARK, FL 32789 in Winter Park.

In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at:  
teresa@garrettfirm.com

If you have any questions please contact me at phone number TERESA GARRETT, 407-647-5893

Sincerely,



Name: DAVID P. HILL

Address: 817 ANTONETTE AVENUE, WINTER PARK, FL 32789

-----  
☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the 1.9 foot of the easement by the corner of the garage. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: Please refer to the highlighted area on page 2

Signature: Laszlo Wagner

Print Name: LASZLO WAGNER

Title: CONSRUCTION COORDINATOR

Date: 9/5/2025

:depts.\pworks\COMMON\FORMS\VACATE REQUEST FORM UPDATED 07-14-25



UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: 4/3/25

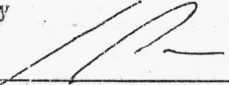
SHAWN WINSOR  
TECO/PEOPLES GAS  
600 W. ROBINSON, ORLANDO, FL 32802

Dear MR. WINSON:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 ANTONETTE AVE, WINTER PARK, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Teresa Garrett Firm. com. If you have any questions, please contact TERESA GARRETT, tel: 407-647-5880

Sincerely

Name:  DAVID P. HILL  
Address: 817 ANTONETTE AVENUE  
City, State, Zip Code: WINTER PARK, FL 32789

-----  
☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

Signature: Shawn Winsor

Print Name: Shawn Winsor

Title: Gas Design Project Manager

Date: 4-5-2025

:\devs\pworks\COMMON\FORMS\VACATE REQUEST FORM UPDATED 04-19-24

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

Date: 9/4/25

JASON RIEGLER  
WATER/WASTEWATER ASST. UTILITY DIRECTOR  
401 PARK AVE. SOUTH, WINTER PARK, FL 32789

Dear MR. RIEGLER:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 817 ANTONETTE AVE, WINTER PARK, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at teresa @ gurett firm. com. If you have any questions, please contact TERESA GARRETT, tel: 407-647-5880

Sincerely

Name: DAVID P. HILL  
Address: 817 ANTONETTE AVE  
City, State, Zip Code: WINTER PARK, FL 32789

-----  
☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Jason Riegler, P.E.

Title: Deputy Director, Water & Wastewater Utilities Department

Date: 9/4/25

:\depts.\pworks\COMMON\FORMS\VACATE REQUEST FORM UPDATED 04-19-24



## City Commission

# agenda item 13.b

**item type**

Public Hearings: Quasi-Judicial Matters

**meeting date**

February 11, 2026

**prepared by**

Donald Marcotte, Assistant Director of Public Works/City Engineer

**approved by****subject**

Ordinance 3363-26 - Approving the partial vacation located at 2923 Cove Trail. (2nd reading)

**motion | recommendation**

Move to adopt ordinance approving the partial termination located at 2923 Cove Trail, as it keeps the North 6 feet of the utility easement in place on both lots 14 & 18.

**background**

The City of Winter Park received a request from Dennis and Catherine Woodson, the former owners of the property located at 2923 Cove Trail, to vacate the easement. Letters of no objection from the City of Winter Park's Electric and Water Wastewater Utilites, Lumen, TECO/Peoples Gas, Duke Energy, and Charter (Brighthouse) Communications have all been included. Also included, is the signed Joinder and Consent to application for release of easement document.

**alternatives | other considerations**

Deny request

**fiscal impact**

none

**attachments**

1. Ordinance 3363-26
2. VACATION RELEASE LETTER
3. VACATION REQUEST LETTER
4. WARRANTY DEED
5. Joinder and Consent to Easement Release Application (Fully Executed)(23536130.2)
6. Business Impact Estimate - 2923 COVE TRAIL
7. WP ELECTRIC

8. WP WATER WASTEWATER
9. LUMEN
10. TECO
11. DUKE
12. BRIGHTHOUSE

After Recording Return To:  
City of Winter Park, City Clerk's Office  
401 Park Avenue South  
Winter Park, Florida 32789

## **ORDINANCE 3363-25**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE PARTIAL TERMINATION OF THE PLAT DEDICATED SIX FOOT WIDE UTILITY EASEMENT CREATED BY THE DOMMERICH COVE PLAT RECORDED AT PLAT BOOK Z, PAGE 21, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA WITHIN THE BOUNDARIES OF THE PROPERTY LOCATED AT 2923 COVE TRAIL AND HAVING ORANGE COUNTY TAX PARCEL NUMBER 29-21-30-2122-00-140; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.**

**WHEREAS**, there are plat dedicated utility easements within the boundaries of the property located at 2923 Cove Trail Cove, Winter Park, Florida, and legally described to wit: Lot 14 and the West 21 feet of Lot 18, Dommerich Cove, according to the plat thereof, as recorded in Plat Book Z, Page 21, Public Records of Orange County, Florida ("Applicant's Property"); and

**WHEREAS**, Applicant has filed an application to partially terminate the utility easements within the boundaries of the Applicant's Property dedicated to the public by a plat note on the Dommerich Cove Plat recorded at Plat Book Z, Page 21, Public Records of Orange County, Florida ; and

**WHEREAS**, the current fee simple owner of the Applicant's Property has joined into and consented to the request made by the Applicant; and

**WHEREAS**, it has been determined that fee simple owner has paid all outstanding ad valorem taxes for Applicant's Property; and

**WHEREAS**, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter, including with respect to abandoning rights-of-way and easements no longer needed for municipal or public purposes; and

**WHEREAS**, the City has determined that the portion of the utility easement vacated and/or terminated herein are no longer needed by the City of Winter Park; and

**WHEREAS**, the City Commission finds that this Ordinance is in the best interest of the public safety, health and welfare.

**NOW, THEREFORE, BE IT ENACTED by the City of Winter Park, Florida as follows:**

**Section 1. Partial Vacation of Plat Dedicated Utility Easements within the Applicant's Property.** The City Commission hereby vacates and abandons a portion of the plat dedicated utility easements located within the Applicant's Property in area described to wit:

Parcel 1:

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

Parcel 2:

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange Country, Florida.

Less and except the North 6 feet thereof.

Except to the extent being partially vacated as described above, the plat dedicated utility easements shall remain in full force and effect.

**Section 2. Conflicts.** In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls to the extent of the conflict.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Effective.** This Ordinance shall take effect immediately upon its passage and adoption.

**Section 5. Recording.** This Ordinance shall be recorded in the public records of Orange County, Florida.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 11th day of February, 2026.

---

Shelia DeCiccio, Mayor

ATTEST:

---

Rene Cranis, City Clerk



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

November 5, 2025

**VIA FEDEX  
VIA EXPRESS MAIL**

City of Winter Park  
Attn: Don Marcotte, City Engineer  
401 Park Avenue South  
Winter Park, FL 32789  
Email: dmarcotte@cityofwinterpark.org

Re: Release of Easement at 2923 Cove Trail, Winter Park, FL 32789

Dear Mr. Marcotte:

This firm is representing Dennis Woodson and Catherine Woodson (the “**Woodsons**”), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the “**Property**”). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are requesting the City of Winter Park (the “**City**”) vacate an easement located on the Property (the “**Easement**”). The Easement was created by a note on the recorded plat of Dommerich Cove, recorded in Plat Book Z, Page 21, in the Public Records of Orange County, Florida (the “**Plat**”), a copy of which is being provided with this Letter. The Easement lies 6’ along the rear of all platted lot lines.

As we have discussed, the Property (as described on the enclosed deed) includes all of Lot 14 on the Plat, and the westernmost 21’ of Lot 18 on the Plat. I have enclosed a survey of the Property; because the Property includes all of Lot 14 (from the Plat), and a portion of Lot 18 (from the Plat), the Easement encroaches into the portion of the Property containing a pool.

The Woodsons are formally requesting that the City vacate a portion of the Easement because: (i) the Easement encroaches into the pool area of the Property; and (ii) the Easement is not needed to provide service to the Property or surrounding properties (as evidenced by the enclosed utility letters of no objection). The legal description of the portion of the Easement that the Woodsons are requesting be vacated is as follows:

The eastern 6 feet of Lot 14, Dommerich Cove, according to the plat thereof, as recorded in Plat Book Z, Page 21, in the Public Records of Orange County, Florida, less and except the northern 6 feet and the southern 6 feet thereof.

AND

The western 6' of Lot 18, Dommerich Cove, according to the plat thereof, as recorded in Plat Book Z, Page 21, in the Public Records of Orange County, Florida, less and except the northern 6 feet and the southern 6 feet thereof.

The Woodsons are not requesting that the City vacate the northern 6' and the southern 6' of Lots 14 and 18 because: (a) there is a 6' utility easement running east-west along the northern boundary of the Property that we understand is in use; and (b) Winter Park Electric has indicated that they might need the southernmost 6' for future undergrounding of utility facilities in the area.

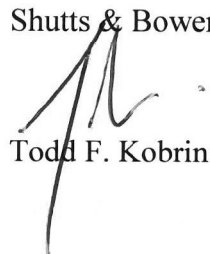
We have enclosed the required utility letters of no objection from each of the 6 utility providers listed on the City's application materials. These letters evidence that the respective providers have no issues with, or objections to, the requested vacation.

Please let me or my associate, Patrick Salmon ([psalmon@shutts.com](mailto:psalmon@shutts.com), (407) 835-6930) know if you have any further questions, or need any additional materials, with respect to this requested easement release.

We appreciate your cooperation and attention to this matter.

Sincerely,

Shutts & Bowen LLP



Todd F. Kobrin

TFK

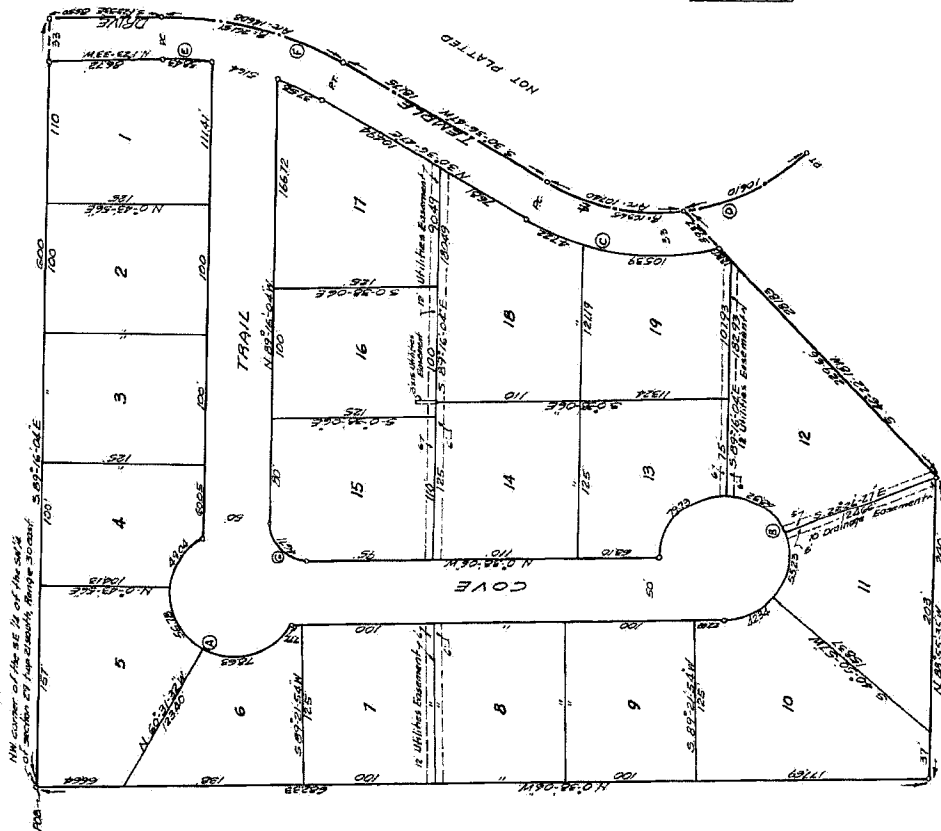


# DOMMERICH COVE ORANGE COUNTY, FLORIDA

## DESCRIPTION

Begin at the Northwest corner of the southeast 1/4 of section 29 Township 21 South Range 30 East; run thence along the north line or said southeast 1/4 of the southwest 1/4, S 89°16'04"E 500 feet; thence S 72°33'32"E 8000 feet to the PC of a 2134'-35" curve to the right, having a radius of 3121 feet and an intersection angle of 32°00'-20"; run thence southeasterly along the arc of said curve 1609 feet to the PT; thence S 30°36'-47"W 1816 feet to the PC of a 35°30'-39" curve to the left, having a radius of 1836 feet and an intersection angle of 71°24'-53"; run thence southeasterly along the arc of said curve 10180 feet to a point 10010 feet northwesterly from the PT; thence S 42°22'-18"W 2400 feet; thence N 08°35'-35"W 240 feet to the west line of said southeast 1/4 of the southwest 1/4, thence N 0°38'-06"W 62233 feet to the point of beginning.

NOT PLATTED



NOT PLATTED

SCALE 1"=50'  
PMT - 4x4 concrete monuments  
are shown 4105-0  
Utilities easement reserved  
on rear of all lots

| C | Δ          | Y    | R    | Δ    | D    | Δ    |
|---|------------|------|------|------|------|------|
| A | 27°23'34"  | 50'  | 100' | 100' | 100' | 100' |
| B | 50°        | 50'  | 50'  | 50'  | 50'  | 50'  |
| C | 170°51'    | 100' | 100' | 100' | 100' | 100' |
| D | 71°25'     | 100' | 100' | 100' | 100' | 100' |
| E | 213°50'    | 100' | 100' | 100' | 100' | 100' |
| F | 32°00'-20" | 50'  | 50'  | 50'  | 50'  | 50'  |
| G | 35°30'-39" | 50'  | 50'  | 50'  | 50'  | 50'  |
| H | 71°24'-53" | 50'  | 50'  | 50'  | 50'  | 50'  |
| I | 42°22'-18" | 50'  | 50'  | 50'  | 50'  | 50'  |
| J | 8°35'-35"  | 50'  | 50'  | 50'  | 50'  | 50'  |
| K | 0°38'-06"  | 50'  | 50'  | 50'  | 50'  | 50'  |

NOT PLATTED

APPROVAL  
F. W. Davis  
Orange County Surveyor  
Date 1/19/63

PLAT BOOK 2-21  
AND PAGE

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner of the land described in the foregoing caption to this plat, hereby dedicates and plat for the use and purpose therein expressed and dedicates the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on November 24, 1962

GRANITE CORPORATION  
By: *Charles W. Navele*  
President

Attest:  
*Charles W. Navele*  
Signed and attested to by the officers of the Corporation on November 24, 1962  
*Charles W. Navele*  
President

STATE OF FLORIDA, COUNTY OF ORANGE  
THIS IS TO CERTIFY, That on November 24, 1962, before me, an officer duly authorized to take acknowledgments, the State and County aforesaid, personally appeared *H. M. McCullum*, *CLAYTON*, and *CHARLES W. CLAYTON, JR.* respectively, Vice President and Secretary of the above named corporation incorporated under the laws of the State of Florida, who acknowledged to me that they are the duly authorized officers of said corporation, and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above duty.  
*Magdalena M. Telling*  
NOTARY PUBLIC  
My Commission Expires April 24, 1963

CERTIFICATE OF SURVEYOR  
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, do hereby certify that on November 14, 1962, he completed the survey of the land as shown in the foregoing plat; that said plat is a correct representation of the land therein described and plat; that permanent reference monuments have been placed and marked as required by Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida. Dated November 14, 1962  
*Leon F. Hamid*  
Registration No. 12645  
OF COUNTY COMMISSIONERS

CERTIFICATE OF APPROVAL BY BOARD  
THIS IS TO CERTIFY, That on JAN. 10, 1963, the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.  
*William D. Thomas*  
Chairman of the Board.

CERTIFICATE OF APPROVAL  
BY ZONING COMMISSION  
THIS IS TO CERTIFY, That on Nov. 19, 1962, the Orange County Zoning Commission approved the foregoing plat.  
*Rosa J. Thomas*  
Chairman of the Board.

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and is a true and correct copy of the original plat on file in the Office of the Clerk of the Circuit Court in and for Orange County, Fla.  
*Charles W. Navele*  
Clerk of the Circuit Court  
By: *By Eugene D.C.*

APPROVAL  
*Charles W. Navele*  
Chairman of the Board.  
By: *By Eugene D.C.*

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and is a true and correct copy of the original plat on file in the Office of the Clerk of the Circuit Court in and for Orange County, Fla.  
*Charles W. Navele*  
Clerk of the Circuit Court  
By: *By Eugene D.C.*

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and is a true and correct copy of the original plat on file in the Office of the Clerk of the Circuit Court in and for Orange County, Fla.  
*Charles W. Navele*  
Clerk of the Circuit Court  
By: *By Eugene D.C.*

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and is a true and correct copy of the original plat on file in the Office of the Clerk of the Circuit Court in and for Orange County, Fla.  
*Charles W. Navele*  
Clerk of the Circuit Court  
By: *By Eugene D.C.*

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and is a true and correct copy of the original plat on file in the Office of the Clerk of the Circuit Court in and for Orange County, Fla.  
*Charles W. Navele*  
Clerk of the Circuit Court  
By: *By Eugene D.C.*

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and is a true and correct copy of the original plat on file in the Office of the Clerk of the Circuit Court in and for Orange County, Fla.  
*Charles W. Navele*  
Clerk of the Circuit Court  
By: *By Eugene D.C.*



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

City of Winter Park  
1409 Howell Branch Rd.  
Winter Park, FL 32789  
Attn: Michael Passarella, Electric Utility, Senior Engineer  
Email: [mpassarella@cityofwinterpark.com](mailto:mpassarella@cityofwinterpark.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

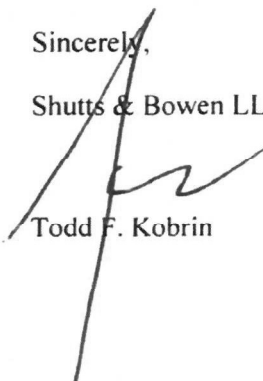
To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property. For purposes of clarity, the impacted portion of the Property for which we are asking the City of Winter Park vacate its easement is more particularly described on Page 3 attached to this letter.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP



Todd F. Kobrin

Prepared by and return to:

Jessica Gault

Magnolia Closing Co

9161 Narcoossee Road

#206

Orlando, FL 32827

(407) 326-6657

File No 2-25-10171

Total Consideration: 1,050,000.00

Parcel Identification No 29-21-30-2122-00-140

[Space Above This Line For Recording Data]

## WARRANTY DEED

This indenture made the 7th July 2025 between Dennis M. Woodson, II and Catherine A. Woodson, husband and wife, whose post office address is 1620 Mayflower Court, A315, Winter Park, FL 32792, Grantors, to Craig Borkon and Carina Gerscovich Borkon, Trustees of Borkon Family Trust dated November 20, 2024, whose post office address is 2923 Cove Trail, Winter Park, FL 32789, Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Orange, Florida, to-wit:

Lot 14 and the West 21 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2025 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

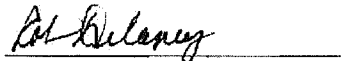
In Witness Whereof, Grantors have herunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
WITNESS Signature

Rachel Williams  
WITNESS Printed Name

4500 Lake Holden Hills Dr.  
Orlando, FL 32839  
WITNESS address

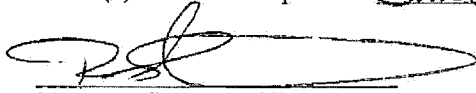
  
WITNESS Signature

Robin Delaney  
WITNESS Printed Name

8232 Swiston St, Orlando, FL 32827  
WITNESS address

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of June, 2025, by Dennis M Woodson, II and Catherine A Woodson, ☐ who is/are personally known to me or ☒ who has/have produced Driver's License as identification.

  
Signature of Notary Public

Rachel Williams  
Print, Type/Stamp Name of Notary

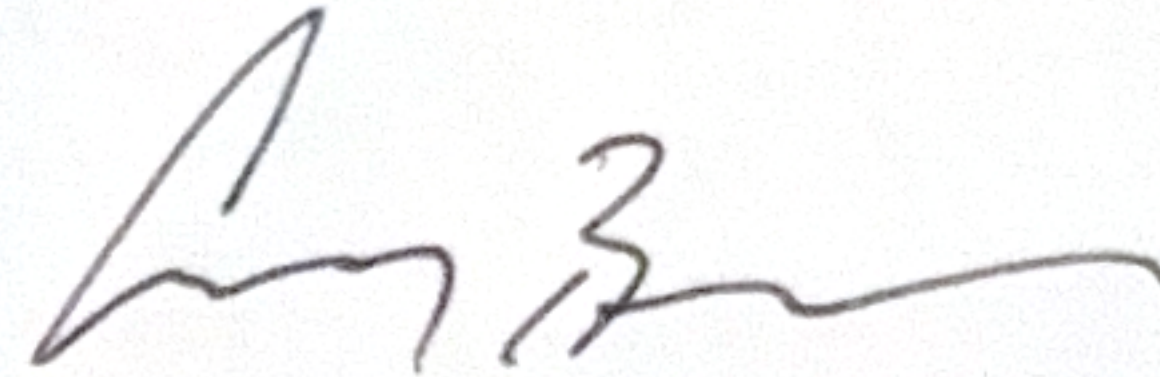


RACHEL WILLIAMS  
Commission # 1111286306  
Expires November 7, 2026



JOINDER AND CONSENT TO  
APPLICATION FOR RELEASE OF EASEMENT

The undersigned, as owner(s) of the property located at 2923 Cove Trail, Winter Park, Florida 32789 (the "**Property**"), hereby consents to, joins in and ratifies the Application for Release of Easement at 2923 Cove Trail (the "**Application**"), a true and complete copy of which is attached to this Joinder and Consent as Exhibit "A". It is the intent of the undersigned that the execution of this Joinder and Consent shall have the same force and effect as if the undersigned had submitted the Application themselves.



CRAIG BORKON, Trustee of the Borkon Family  
Trust dated November 20, 2024

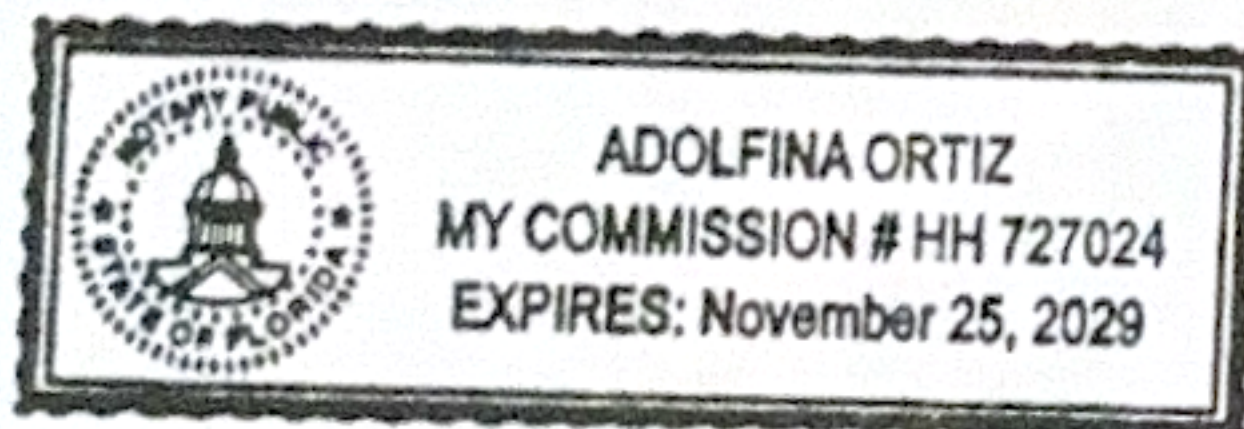
STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of January, 2026, by **CRAIG BORKON**, as Trustee of the Borkon Family Trust dated November 20, 2024, on behalf of said trust. He ☒ is personally known to me or ☐ has produced N/A as identification.

(SEAL)



Print Name: Adelfina Ortiz

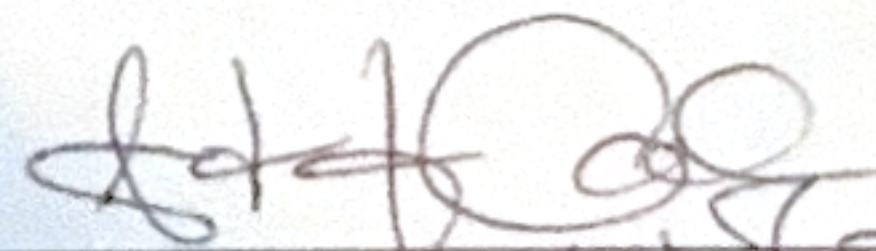
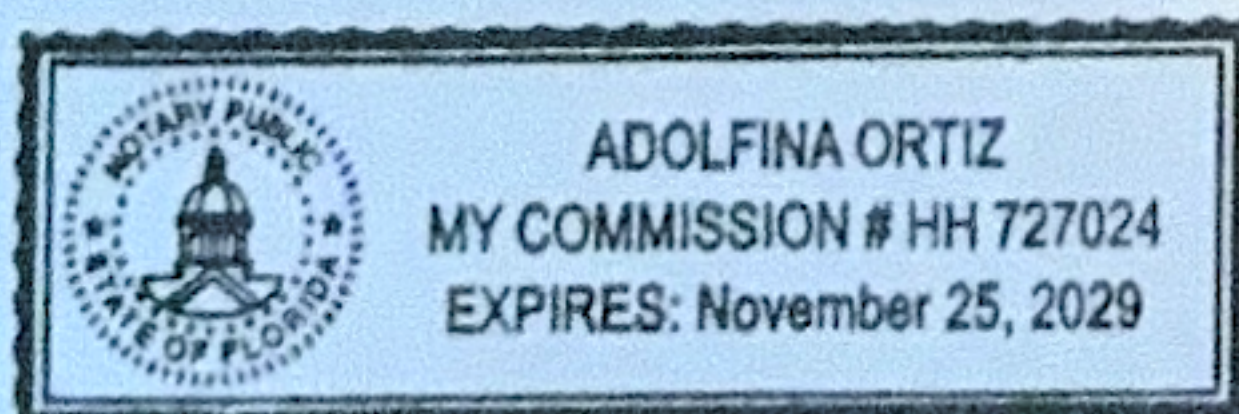


CARINA GERSCOVICH BORKON, Trustee of  
the Borkon Family Trust dated November 20, 2024

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of January, 2026, by **CARINA GERSCOVICH BORKON**, as Trustee of the Borkon Family Trust dated November 20, 2024, on behalf of said trust. She ☒ is personally known to me or ☐ has produced N/A as identification.

(SEAL)



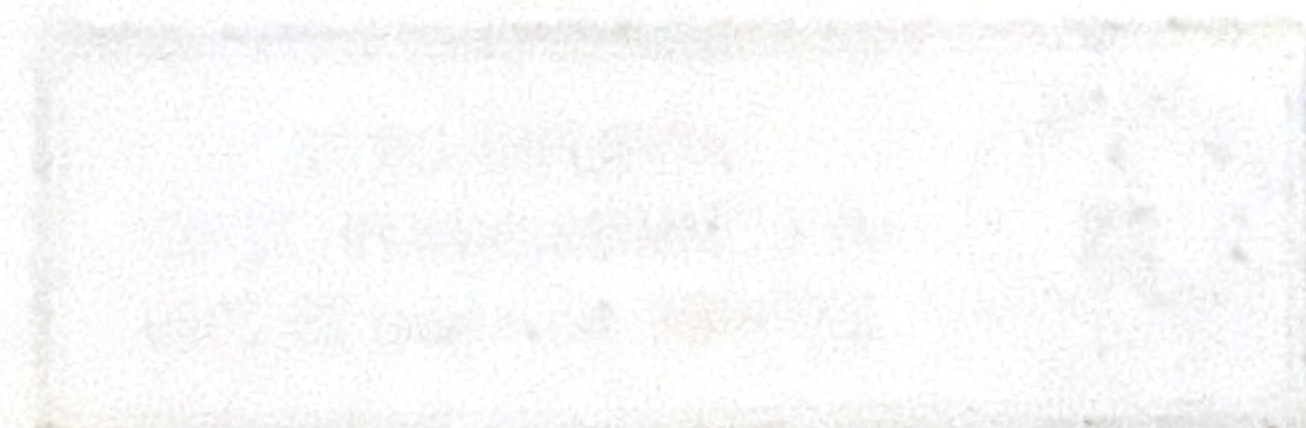
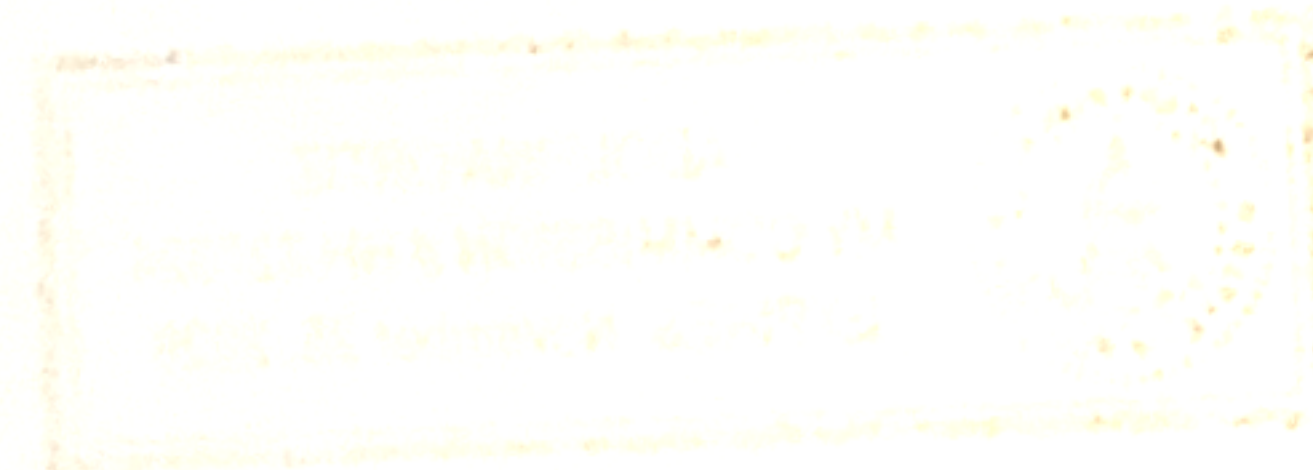
Print Name: Adelfina Ortiz



EXHIBIT "A"

True and Complete Copy of the Application

See attached.







TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

November 5, 2025

**VIA FEDEX  
VIA EXPRESS MAIL**

City of Winter Park  
Attn: Don Marcotte, City Engineer  
401 Park Avenue South  
Winter Park, FL 32789  
Email: dmarcotte@cityofwinterpark.org

Re: Release of Easement at 2923 Cove Trail, Winter Park, FL 32789

Dear Mr. Marcotte:

This firm is representing Dennis Woodson and Catherine Woodson (the “**Woodsons**”), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the “**Property**”). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are requesting the City of Winter Park (the “**City**”) vacate an easement located on the Property (the “**Easement**”). The Easement was created by a note on the recorded plat of Dommerich Cove, recorded in Plat Book Z, Page 21, in the Public Records of Orange County, Florida (the “**Plat**”), a copy of which is being provided with this Letter. The Easement lies 6’ along the rear of all platted lot lines.

As we have discussed, the Property (as described on the enclosed deed) includes all of Lot 14 on the Plat, and the westernmost 21’ of Lot 18 on the Plat. I have enclosed a survey of the Property; because the Property includes all of Lot 14 (from the Plat), and a portion of Lot 18 (from the Plat), the Easement encroaches into the portion of the Property containing a pool.

The Woodsons are formally requesting that the City vacate a portion of the Easement because: (i) the Easement encroaches into the pool area of the Property; and (ii) the Easement is not needed to provide service to the Property or surrounding properties (as evidenced by the enclosed utility letters of no objection). The legal description of the portion of the Easement that the Woodsons are requesting be vacated is as follows:

The eastern 6 feet of Lot 14, Dommerich Cove, according to the plat thereof, as recorded in Plat Book Z, Page 21, in the Public Records of Orange County, Florida, less and except the northern 6 feet and the southern 6 feet thereof.

AND

The western 6' of Lot 18, Dommerich Cove, according to the plat thereof, as recorded in Plat Book Z, Page 21, in the Public Records of Orange County, Florida, less and except the northern 6 feet and the southern 6 feet thereof.

The Woodsons are not requesting that the City vacate the northern 6' and the southern 6' of Lots 14 and 18 because: (a) there is a 6' utility easement running east-west along the northern boundary of the Property that we understand is in use; and (b) Winter Park Electric has indicated that they might need the southernmost 6' for future undergrounding of utility facilities in the area.

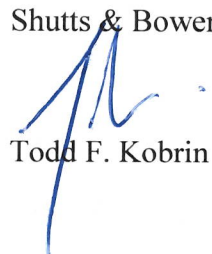
We have enclosed the required utility letters of no objection from each of the 6 utility providers listed on the City's application materials. These letters evidence that the respective providers have no issues with, or objections to, the requested vacation.

Please let me or my associate, Patrick Salmon ([psalmon@shutts.com](mailto:psalmon@shutts.com), (407) 835-6930) know if you have any further questions, or need any additional materials, with respect to this requested easement release.

We appreciate your cooperation and attention to this matter.

Sincerely,

Shutts & Bowen LLP



Todd F. Kobrin

TFK

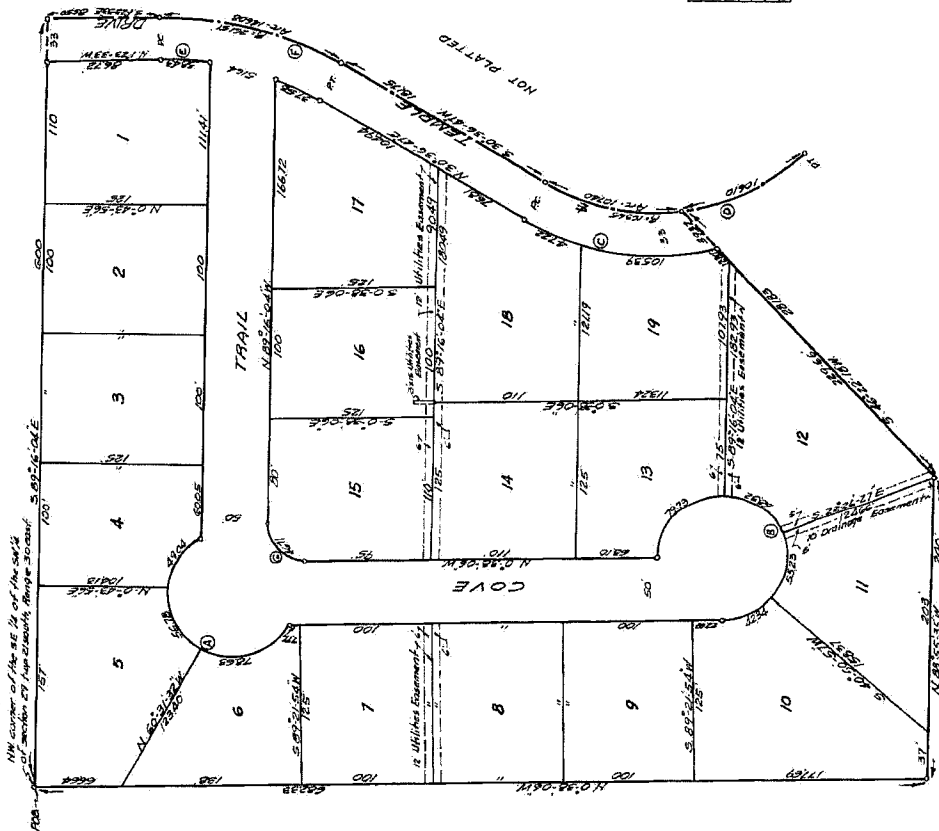


# DOMMERICH COVE ORANGE COUNTY, FLORIDA

## DESCRIPTION

Begin at the Northwest corner of the southeast 1/4 of section 29 Township 21 South Range 30 East; run thence along the north line or said southeast 1/4 of the southwest 1/4, S 89°16'04"E 500 feet; thence S 72°33'35"E 8000 feet to the PC of a 2134'-35" curve to the right, having a radius of 2135 feet and an intersection angle of 32°00'20"; run thence southeasterly along the arc of said curve 1609 feet to the PT; thence S 30°36'47"W 1816 feet to the PC of a 35°30'39" curve to the left, having a radius of 1836 feet and an intersection angle of 7°14'-53"; run thence southeasterly along the arc of said curve 10180 feet to a point 10010 feet northwesterly from the PT; thence S 42°22'18"W 2410 feet; thence N 08°35'35"W 240 feet to the west line of said southeast 1/4 of the southwest 1/4; thence N 0°38'06"W 62233 feet to the point of beginning.

NOT PLATTED



NOT PLATTED

SCALE 1" = 50'  
PMT - 1/4" concrete monuments  
are shown thus - o  
Utilities easement reserved  
on rear of all lots

| C  | A         | T       | D         | A         | T   |
|----|-----------|---------|-----------|-----------|-----|
| 1  | 27°23'34" | 50'     | 104°45'   | 104°45'   | 50' |
| 2  | 50'       | 50'     | 25°56'05" | 25°56'05" | 50' |
| 3  | 74°15'51" | 170'51" | 104°45'   | 104°45'   | 50' |
| 4  | 74°15'51" | 170'51" | 104°45'   | 104°45'   | 50' |
| 5  | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 6  | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 7  | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 8  | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 9  | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 10 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 11 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 12 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 13 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 14 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 15 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 16 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 17 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 18 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 19 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |
| 20 | 35°30'39" | 175'    | 104°45'   | 104°45'   | 50' |

NOT PLATTED

APPROVAL  
F. W. Davis  
Orange County Surveyor  
Date 11/19/63

PLAT BOOK **Z-21**  
AND PAGE

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the land described in the foregoing caption to this plat, hereby dedicates and plat to the public use and purpose thereof and dedicates the same to the perpetual use of the public, and

By **Granite Corporation**  
President

Attest: **Charles W. Navelle**  
Notary Public

State of **FLORIDA**, County of **ORANGE**  
THIS IS TO CERTIFY, That on **November 21, 1962**, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared **M. McCUM CLAYTON** and **CHARLES W. CLAYTON, JR.** respectively, Vice President and Secretary of the above named corporation incorporated under the laws of the State of **FLORIDA**, who acknowledged to me that they are the duly authorized officers of said corporation, and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above day.

**Magdalena M. Felling**  
Notary Public

My Commission Expires **April 24, 1965**

**CERTIFICATE OF SURVEYOR**  
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on **November 14, 1962**, he completed the survey of the land as shown in the foregoing plat; that said plat is a correct representation of the facts therein depicted and plotted; that the same conforms to the requirements of the laws of the State of Florida, Chapter 177, Florida Statutes, and that said land is located in **Orange County, Florida**, Dated **November 16, 1962**

**Leon F. Hamill** Registration No. **12263**  
OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on **JAN. 10, 1963**, the foregoing plat as approved by the Board of County Commissioners of **Orange County, Florida**

ATTEST: **William D. Hamill**  
Chairman of the Board

**CERTIFICATE OF APPROVAL**  
BY ZONING COMMISSION  
THIS IS TO CERTIFY, That on **Nov. 19, 1962**, the **Orange County Zoning Commission** approved the foregoing plat.

**CERTIFICATE OF CLERK**  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record in the public records of **Orange County, Florida**, on **Nov. 15, 1963**, File No. **26646**.

**Charles W. Navelle**  
Clerk of the Circuit Court, Fla. in and for **Orange County, Fla.**

By **Byrdne D.C.**



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

City of Winter Park  
1409 Howell Branch Rd.  
Winter Park, FL 32789  
Attn: Michael Passarella, Electric Utility, Senior Engineer  
Email: [mpassarella@cityofwinterpark.com](mailto:mpassarella@cityofwinterpark.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

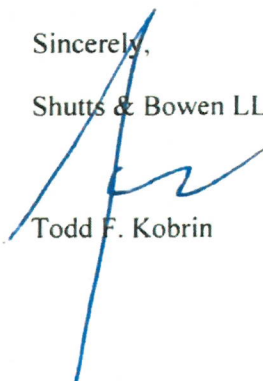
To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property. For purposes of clarity, the impacted portion of the Property for which we are asking the City of Winter Park vacate its easement is more particularly described on Page 3 attached to this letter.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP



Todd F. Kobrin

TFK  
Enclosures

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

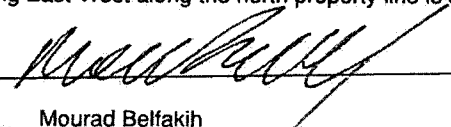
- X        The Property is not within our service area.
- The Property is within our service area.  
              We do not have any facilities within the easement.  
              We have no objection to the vacation.
- The Property is within our service area.  
              We object to the vacation.

**Additional comments:**

To-be-released area is outlined in red.

Approximate depiction of southern 6' of rear lot lines area is outlined in green. Easement to remain in effect to allow for underground service.

6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Signature: 

Print Name: Mourad Belfakih

Title: Electrical Engineer Manager

Date: 10/24/2025



NOTES:

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

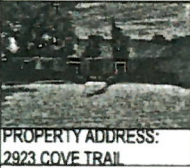
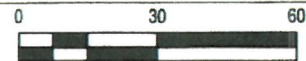
FLOOD ZONE REFERENCE:

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-08.

Boundary  
And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
LB 4565

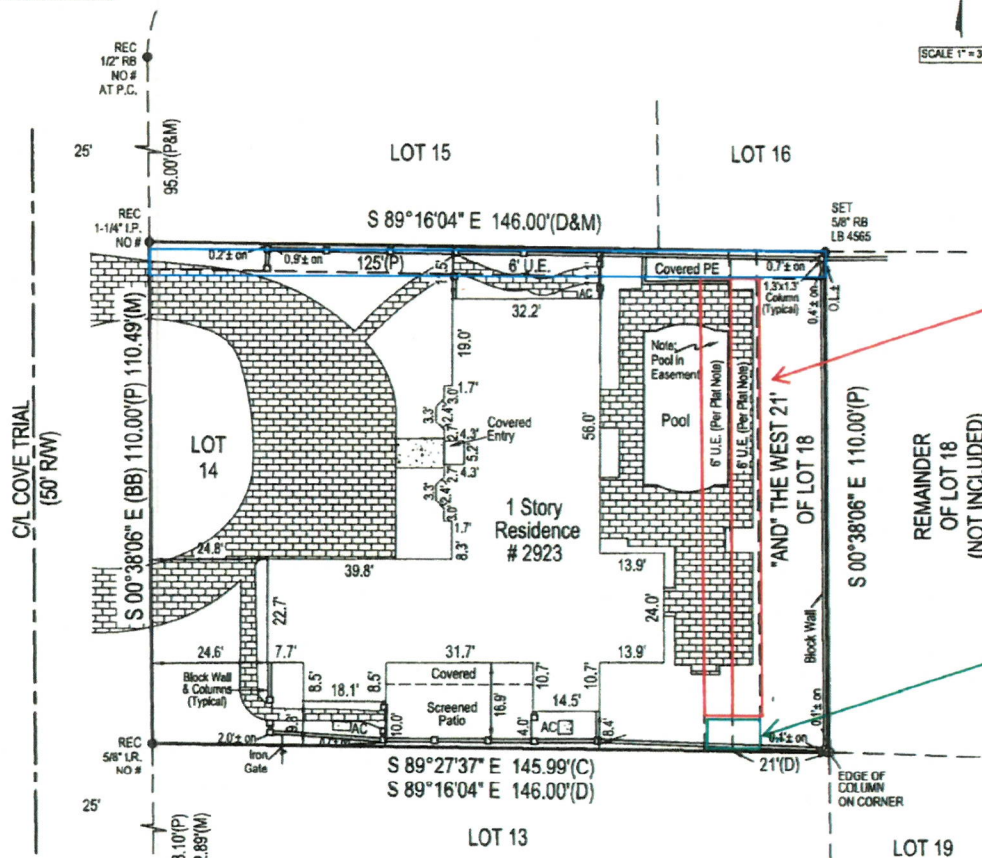
150 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 896-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

NOTES: (Per Title Commitment Property Subject To)

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Approximate depiction of southern 6' of rear lot lines. Easement to remain in effect to allow for underground service.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, COMMERCIAL COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137

DATE:  
FIELD: 06-16-25

SIGNED: 06-18-25

DRAWN BY: LD

P.C.: JV

CHECKED BY: RWJ

LEGEND  
REC. - RECOVERED  
I.P. - IRON PIPE  
L.C. - LEGIBLE CAP #  
C.M. - CONCRETE MONUMENT  
RB - REBAR LR - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
N.D. - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
(Q) - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK PG. - PAGE  
O.R.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R - RADIUS  
L - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.L. - CHAIN LINK / WIRE FENCE LINE +/-  
W.F. - WOODEN FENCE LINE +/-  
V.F. - VINYL FENCE LINE +/-  
A.F. - ALUMINUM FENCE LINE +/-  
O.F. - OVERHEAD LINE +/-

PAVERS  
BRICK  
SPALL  
Point Not Found or Set  
P.D.L. DENOTES REFERENCE POINT ON LINE  
RW. DENOTES RIGHT-OF-WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 F.A.C., pursuant to section 472-027 Florida statutes. Easement in green to remain in effect to allow for underground service. MO RODNEY W. JACKSON, F.S.M. 6281

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

9/17/2025

Dawn Ann Giacona  
DGiacona@shutts.com  
Tel: (407) 835-6922

P867781  
No Reservations/No Objection

SUBJECT: The intent of this request appears to be for the Abandonment / Vacation of easements. East 6' and West 6' of Lot 14, Block Z Dommerich Cove. 2923 Cove Trail, Winter Park, Orange County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc., ("CenturyLink") has reviewed the request. CenturyLink Engineering has no Reservations with this request. See the attached sketch and description.

It is the intent and understanding of CenturyLink that this abandonment request shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This abandonment response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the abandonment area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Bill Paul 727-449-3544 or bill.paul@lumen.com.

Sincerely yours,

Network Infrastructure Services  
CenturyLink of Florida, Inc.  
P867781

**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

**Parcel 1:**

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**Parcel 2:**

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.



**NOTES:**

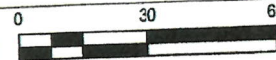
1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC 4'-F SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

**FLOOD ZONE REFERENCE:**  
PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

**Boundary  
And  
Mapping  
Associates, Inc.**

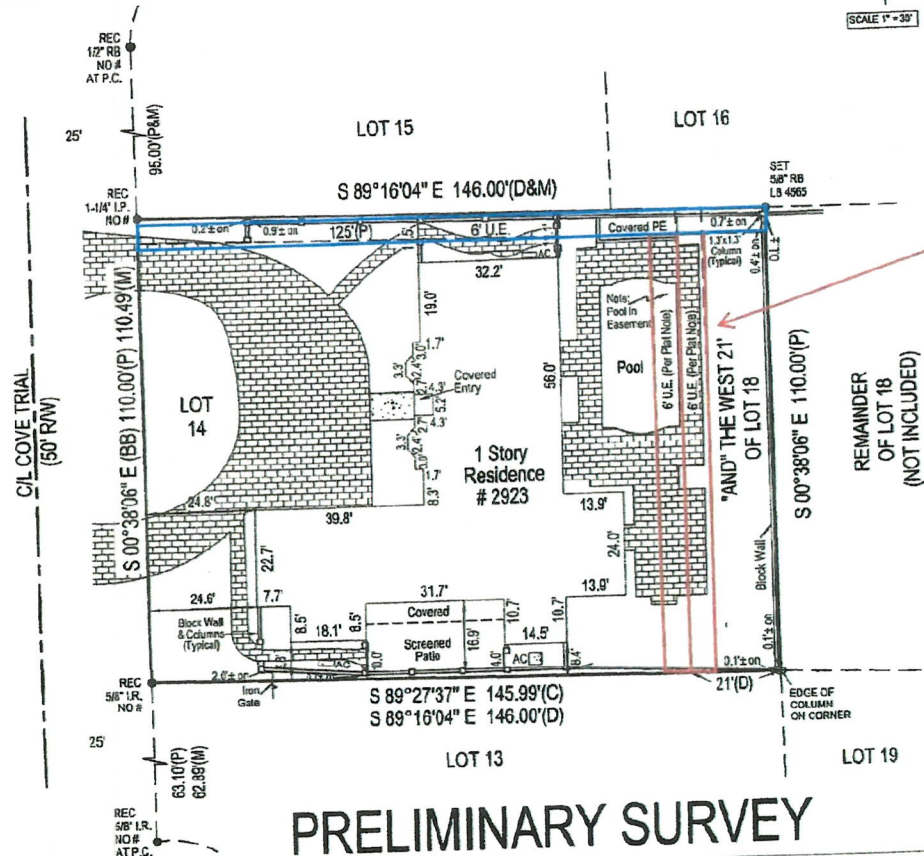
LAND  
SURVEYORS  
LB 4555

180 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 658-1155



**PROPERTY ADDRESS:**  
2923 COVE TRAIL

- NOTES: (Per Title Commitment Property Subject To)**
1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
  2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

# **PRELIMINARY SURVEY**

**DESCRIPTION:** LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**CERTIFIED TO:**  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISACAA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

**ORDERED BY:**

*Magnolia*  
CLOSING CO.

**JOB NO.:** 25-1137  
**DATE:**  
**FIELD:** 06-16-25  
**SIGNED:** 06-18-25  
**DRAWN BY:** LD  
**P.C.:** JV  
**CHECKED BY:** RWJ

**LEGEND**

- REC. - RECOVERED
- P. - IRON PIPE
- ILLEGIBLE CAP S
- CM. - CONCRETE MONUMENT
- REBAR - IR. - IRON ROD
- RAD. - RADIAL
- NR. - NOT RADIAL
- HD. - NAIL & ROD
- PS. - PER PLAT
- AS MEASURED
- PER DESCRIPTION
- AS CALCULATED
- ON LINE
- POINT OF CURVATURE
- POINT OF TANGENCY
- P.O.B. - POINT OF BEGINNING
- P.C.C. - POINT OF COMMENCEMENT
- P.B. - PLAT BOOK
- NG. - NACS
- O.R.B. - OFFICIAL RECORDS BOOK
- V.E. - MAP BOOK
- P.R.C. - POINT OF REVERSE CURVE
- R.P. - RADIUS POINT
- R. - RADIAL
- L. - LENGTH OF ARC
- S.E. - SIDEWALK EASEMENT
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- L.E. - LANDSCAPE EASEMENT
- A.E. - ACCESS EASEMENT
- M.E. - MAINTENANCE EASEMENT
- P.E. - POOL EASEMENT
- C.F. - CHAIN LINK FENCE LINE 4'
- W.F. - WOODEN FENCE LINE 4'
- V.F. - VINYL FENCE LINE 4'
- A.F. - ALUMINUM FENCE LINE 4'
- O.F. - OVERHEAD LINE 4'



This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed herein. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 41-17 F.A.C. pursuant to section 472-027 Florida Statutes.

RODNEY W. JACKSON  
PSM 6281

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.







TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789-4386  
Attn: Jason Riegler, Water/Wastewater Asst. Utility Director  
Email: [jriegler@cityofwinterpark.com](mailto:jriegler@cityofwinterpark.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the “**Woodsons**”), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the “**Property**”). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick’s direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

Todd F. Kobrin

TFK  
Enclosures

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

☒

The Property is not within our service area.

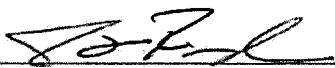
☐

The Property is within our service area.  
We do not have any facilities within the easement.  
We have no objection to the vacation.

☐

The Property is within our service area.  
We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Print Name: Jason Riegler

Title: Deputy Director

Date: 9-10-25



**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

**Parcel 1:**

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**Parcel 2:**

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

Page 70 of 167







TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

TECO/Peoples Gas  
600 West Robinson  
P.O. Box 2433  
Orlando, FL 32802-2433  
Attn: Sean Winsor, Gas Design/Proj. Mgr.  
Email: [swinsor@tecoenergy.com](mailto:swinsor@tecoenergy.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

Todd F. Kobrin

TFK  
Enclosures

ORLDOCS 23049485 | 18658.0004

[shutts.com](http://shutts.com) | FORT LAUDERDALE | JACKSONVILLE | MIAMI | ORLANDO | SARASOTA | TALLAHASSEE | TAMPA | WEST PALM BEACH

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**



The Property is not within our service area.

The Property is within our service area.

We do not have any facilities within the easement.

We have no objection to the vacation.



The Property is within our service area.

We object to the vacation.

Additional comments: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

Parcel 1:

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

Parcel 2:

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

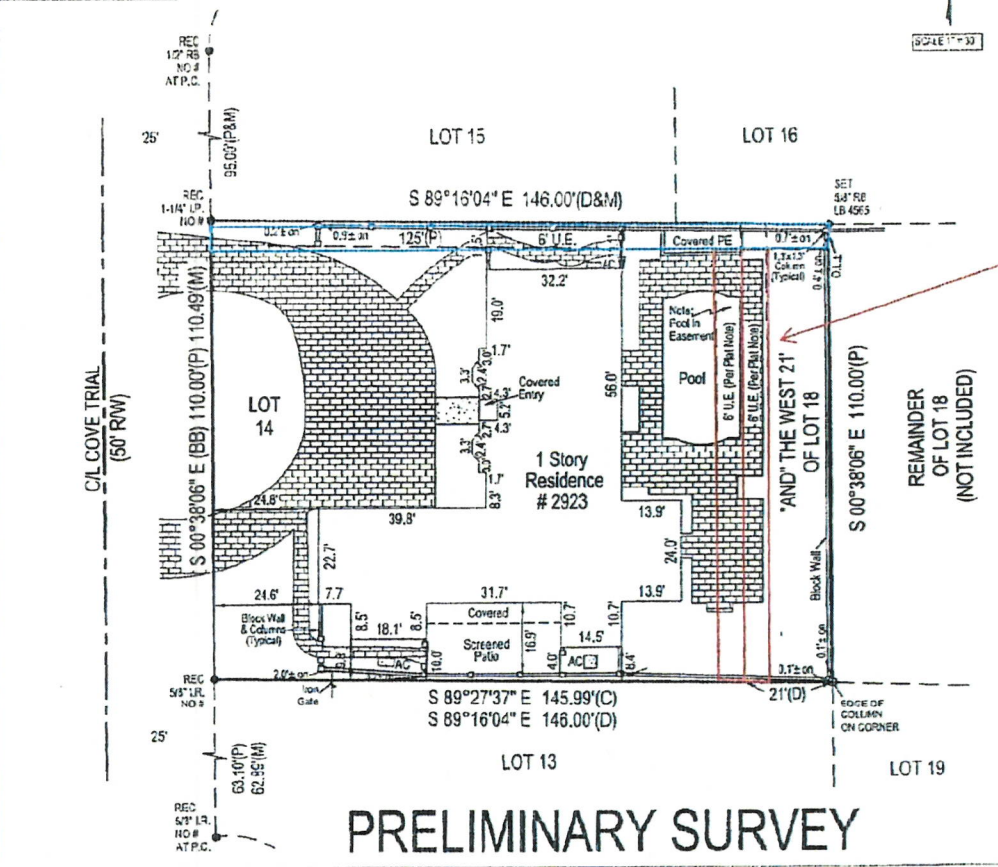


NOTES:  
 1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED.  
 2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC 4-IF SHOWN.  
 3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.  
 4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND CRAS MEASURED FROM RECOVERED SURVEY MONUMENTATION.  
 5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (E.B.).  
 6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.  
 7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THE SURVEYOR.  
 FLOOD ZONE REFERENCE:  
 PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0163F DATED 9-25-09.

Boundary  
 And  
 Mapping  
 Associates, Inc.  
 180 INTERNATIONAL PARKWAY  
 SUITE 173  
 HEATHROW, FL. 32745  
 PH (407) 859-1155

PROPERTY ADDRESS:  
 2923 COVE TRAIL

NOTES: (Per Title Commitment Proceeding Subject To)  
 1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.  
 2. Agreement for Installation of Non-Standard Highway Access Apportion in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

# PRELIMINARY SURVEY

|                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. |  | CERTIFIED TO:<br>CRAIG AND CARINA BORKON, TRUSTEES OF<br>BORKON FAMILY TRUST<br>BANK OF AMERICA N.A. ISADAWATIMA<br>MAGNOLIA CLOSING COMPANY<br>TITLE RESOURCES GUARANTY COMPANY                                                                                                                                                                                                                                                                                              |  | ORDERED BY:<br>                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| JOB NO.: 25-1137<br>DATE: 06-16-23<br>SIGNED: 06-18-25<br>DRAWN BY: LD<br>P.C.: JV<br>CHECKED BY: RWJ                                                                                    |  | <b>LEGEND</b><br>REC - RECOVERED<br>B - IRON PIPE<br>C - ELECTRIC CABLE<br>D.M. - CONCRETE MONUMENT<br>S.B. - REBAR I.R. IRON ROD<br>RAD - RADIAL<br>V.R. - NOTED<br>N.D. - NAIL & SDC<br>P1 - PER PLAT<br>M - AS MEASURED<br>J1 - PER DESCRIPTION<br>J2 - AS CALCULATED<br>J3 - ON LINE<br>J4 - POINT OF CURVATURE<br>P.T. - POINT OF TANGENCY<br>A.C. - CORNER OF BEARING<br>P.O.C. - POINT OF COMMENCEMENT<br>P.R. - PLAT BOOK NO. - PAGE<br>D.S. - DEPARTMENT 300000-0000 |  | V.E. - MAP BOOK<br>P.R.C. - POINT OF REVERSE CURVE<br>R.P. - RADIAL POINT<br>I. - IRON<br>L - LENGTH OF ARC<br>S.E. - SIDEWALK EASEMENT<br>U.E. - UTILITY EASEMENT<br>D.E. - DRAINAGE EASEMENT<br>L.E. - LANDSCAPE EASEMENT<br>A.E. - ACCESS EASEMENT<br>M.E. - MAINTENANCE EASEMENT<br>P.E. - POOL EQUIPMENT<br>O.L. - OPEN LINE (FENCE LINE)<br>W.F. - WOODEN FENCE LINE<br>V.F. - VINYL FENCE LINE<br>A.S. - ALUMINUM SHED LINE<br>O.F. - OVERHEAD LINE |  | This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized only about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and happens in Chapter 54-17 F.A.C. pursuant to section 512.427 Florida statutes.<br>ROONEY W. JACKSON, F.S.M. 5661<br>Not valid without the signature and the original seal of a Florida licensed surveyor and mapper. |  |







TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

August 25, 2025

**VIA E-MAIL**

Duke Energy, Inc.  
3300 Exchange Place  
Lake Mary, FL 32746  
Attn: Nicholas Brana  
Email: Nicholas.brana@duke-energy.com

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

Todd F. Kobrin

TFK  
Enclosures

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

- X        The Property is not within our service area.
- The Property is within our service area.  
              We do not have any facilities within the easement.  
              We have no objection to the vacation.
- The Property is within our service area.  
              We object to the vacation.

**Duke Energy does not serve the property located at 2923 Cove Trail,**  
Additional comments: **Winter Park. Therefore we have no objection to this vacate request.**

---

---

Signature:       ***Irma Cuadra***      

Print Name:       **Irma Cuadra**      

Title:       **Sr. Research Specialist**      

Date:       **September 4, 2025**



**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

Parcel 1:

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

Parcel 2:

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

NOTES:

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IS SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

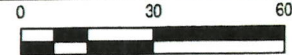
FLOOD ZONE REFERENCE:

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

Boundary  
And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
LB 4565

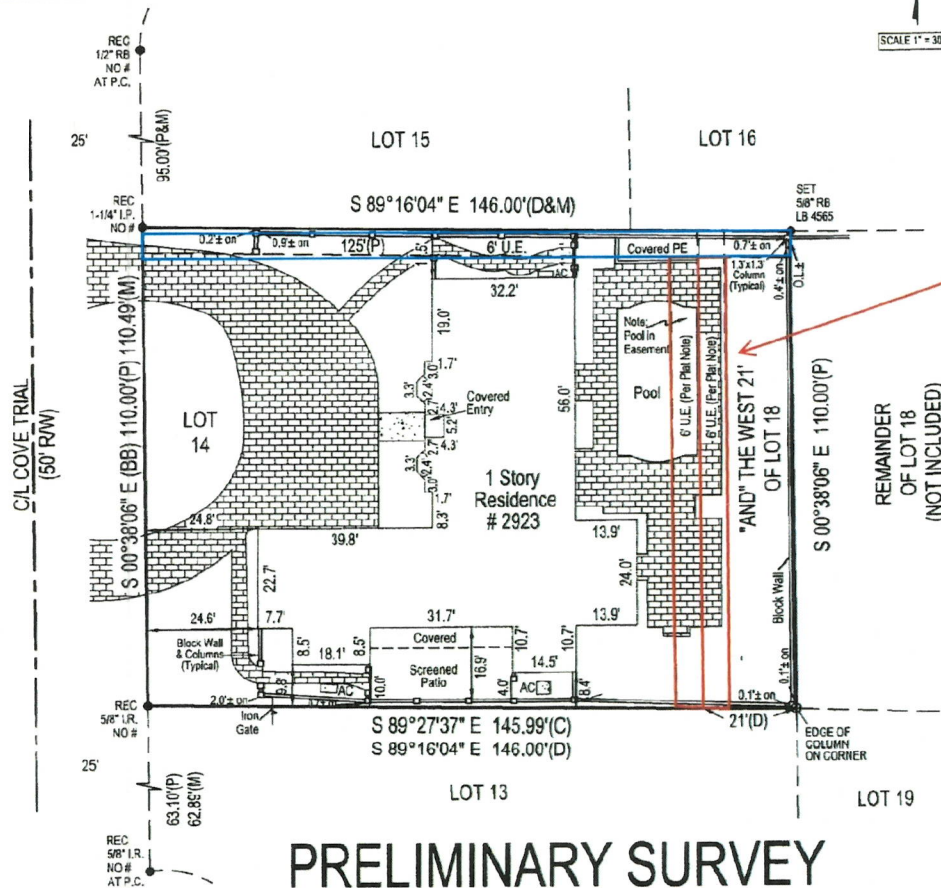
160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 696-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

NOTES: (Per Title Commitment Property Subject To)

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released  
area is outlined  
in red. 6' U.E.  
running East-  
West along the  
north property  
line is outlined in  
blue and is  
unaffected.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18,  
DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF,  
AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC  
RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA N.A. ISAOAJATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137  
DATE:  
FIELD: 06-16-25  
SIGNED: 06-18-25  
DRAWN BY: LD  
P.C.: JV  
CHECKED BY: RWJ

LEGEND  
REC. - RECOVERED  
P. - IRON PIPE  
C. - ILLIGIBLE CAP #  
C.M. - CONCRETE MONUMENT  
RB - REBAR  
R. - IRON ROD  
RAD. - RADIAL  
V.R. - NOT RADIAL  
V.B. - VAL & CIRC  
P. - PER PLAT  
M. - AS MEASURED  
D. - PER DESCRIPTION  
C. - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
T. - POINT OF TANGENCY  
C.B. - POINT OF BEGINNING  
O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK - PG. - PAGE  
O.R.B. - OFFICIAL RECORDS BOOK

M.S. - MAP BOOK  
R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIAL  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.L. - CHAIN LINK WIRE FENCE LINE +/-  
W.F. - WOODEN FENCE LINE +/-  
V.F. - VINYL FENCE LINE +/-  
A.F. - ALUMINUM FENCE LINE +/-  
O.F. - OVERHEAD LINE +/-

PAVERS  
P.O.L. - DENOTES REFERENCE  
POINT ON LINE  
R.W. - DENOTES  
RIGHT OF WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of  
a boundary survey performed under the direction  
of the undersigned. Survey is authorized on or  
about the date of the survey shown hereon and  
certified only to those persons and/or entities listed  
hereon. The boundary survey meets the  
standards of practice as set forth by the  
Florida Board of Professional Surveyors and  
Mappers in Chapter 5J-17 F.A.C. pursuant to  
section 472.027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised  
seal of a Florida licensed surveyor and mapper.

**Z-21**  
PLAT BOOK  
AND PAGE

[illegible]

NOT RECORDED

| C U R V E |          | D A T A |         |          |           |
|-----------|----------|---------|---------|----------|-----------|
|           | $\Delta$ | T       | R       | ARC      | D         |
| A         | 18-29.8  |         | 50      | 18-26.6  | 114.31 27 |
| B         | 270      |         | 50      | 23-53.27 | 114.33 27 |
| C         | 344.4-59 | 130.21  |         | 23-56.95 | 27-50.01  |
| D         | "        | 116     | 18-5.65 | 27-50    | 95-50.30  |
| E         | 32-00-20 | 86-9.4  | 23-5.51 | 17-56.5  | 27-50.32  |
| F         | "        | 76      | 23-5.1  | 16-50    | 27-50.32  |

PHM<sup>2</sup>-434" concrete monuments

የገቢዎች ምንጭ

ALL MEN BY THESE PRESENTS. That the undersigned, being a duly licensed and registered land surveyor, does hereby certify that on and after the 1st day of January, 1962, he has completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands herein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in

Dated November 16, 1962

**CERTIFICATE OF APPROVAL BY BOARD**

**OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That on JAN. 10, 1963 the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.

**Chairman of the Board:**

ATTEST:  
*Arthur W. Newell*  
 Clerk of the Board  
*Ray D. Dine, Jr.*

**CERTIFICATE OF APPROVAL**  
**BY ZONING COMMISSION**

THIS IS TO CERTIFY, That on 600.19 1962-

CERTIFICATE OF CLERK

**CERTIFICATE OF CLERK**  
I HEREBY CERTIFY, THAT I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on JAN. 15, 1963  
at 9:13 AM File No. 866646  
*Arthur W. Newell*  
Clerk of the Circuit Court  
for the County of Franklin, Florida

APPROVAL

*F. W. Davis*  
Orange County Engineer  
11/10/43



**NOTES:**

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

**FLOOD ZONE REFERENCE:**

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12085C 0165F DATED 9-25-09.

**Boundary**

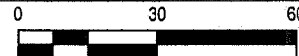
**And**

**Mapping**

**Associates, Inc.**

LAND  
SURVEYORS  
LB 4565

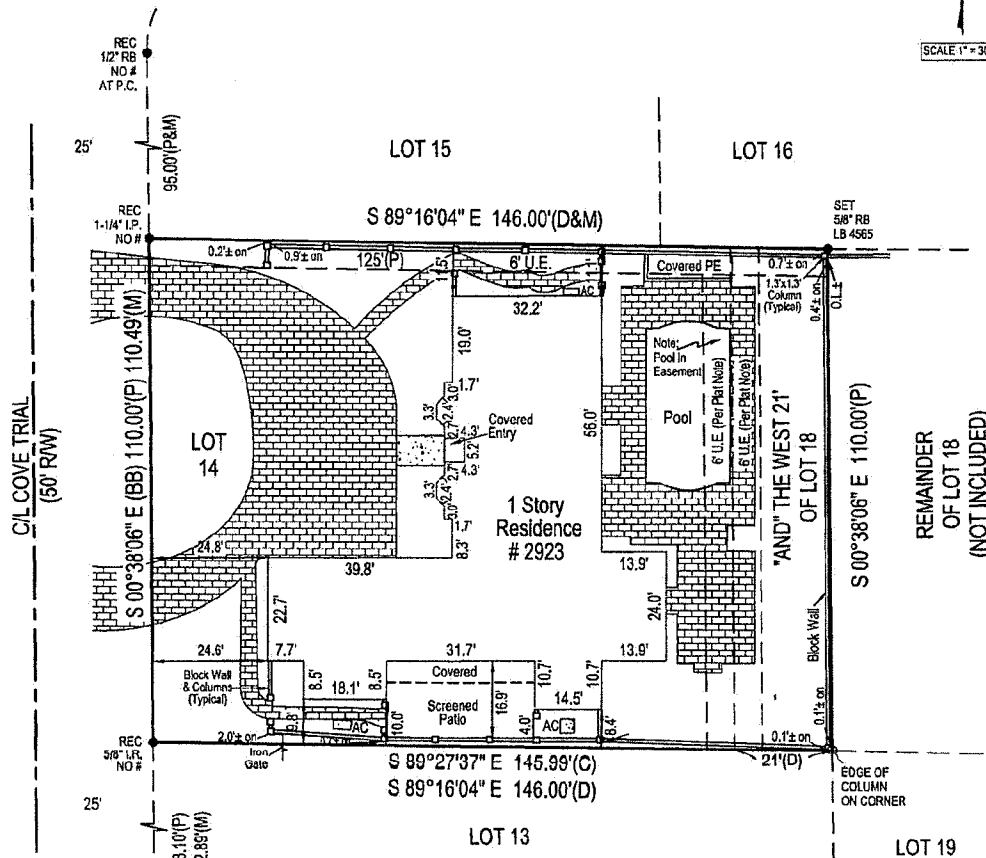
160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 656-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

**NOTES: (Per Title Commitment Property Subject To)**

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A. ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

**ORDERED BY:**

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137  
DATE: 06-16-25  
FIELD: 06-18-25  
SIGNED: 06-18-25  
DRAWN BY: LD  
P.C.: JV  
CHECKED BY: RWJ

REC. - RECOVERED  
I.P. - IRON PIPE  
L.C. - LEGIBLE CAP &  
C.M. - CONCRETE MONUMENT  
R.B. - REBAR I.R. - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
V.D. - NAIL & DISC  
P.P. - PER PLAT  
(M) - AS MEASURED  
(C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK P.D. - PAGE  
D.R.B. - OFFICIAL RECORDS BOOK

**LEGEND**

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.W.L. - CHAIN LINK (WIRE FENCE LINE +/-)  
W.F.L. - WOODEN FENCE LINE +/-  
U.F.L. - UPRIGHT FENCE LINE +/-  
A.F.L. - ALUMINUM FENCE LINE +/-  
O.H.L. - OVERHEAD LINE +/-



P.O.L. DENOTES REFERENCE POINT ON LINE  
R.W. DENOTES RIGHT OF WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 63-17 F.A.C. pursuant to section 472-027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

**NOTES:**

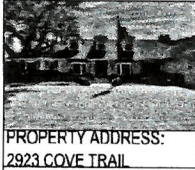
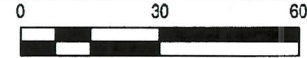
1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

FLOOD ZONE REFERENCE:  
PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

**Boundary  
And  
Mapping  
Associates, Inc.**

LAND  
SURVEYORS  
LB 4565

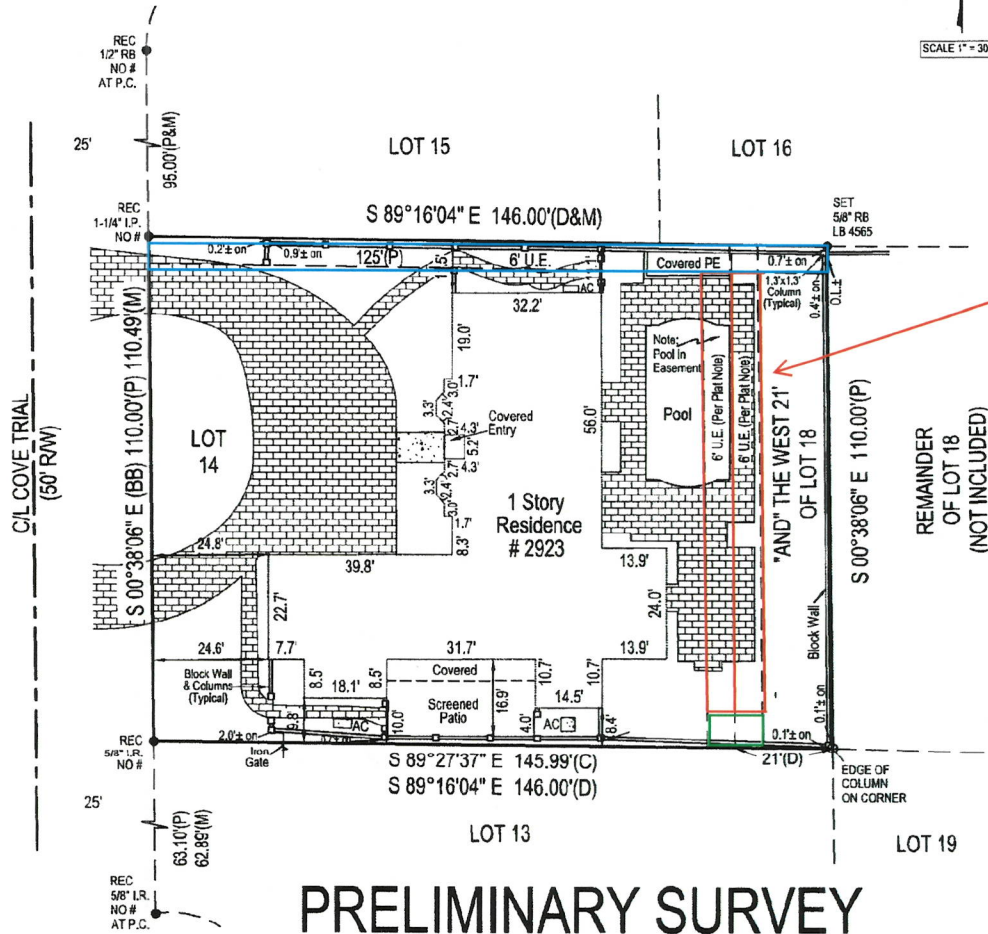
160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 696-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

**NOTES: (Per Title Commitment Property Subject To)**

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Approximate depiction of southern 6' of rear lot lines. Easement to remain in effect to allow for underground service.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137

DATE:  
FIELD: 06-16-25

SIGNED: 06-18-25

DRAWN BY: LD

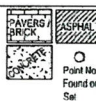
P.C.: JV

CHECKED BY: RWJ

**LEGEND**

REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - ILLISIBLE CAP #  
C.M. - CONCRETE MONUMENT  
RB - REBAR I.R. - IRON ROD  
RAD. - RADIAL  
V.R. - NOT RADIAL  
NAD - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK PG. - PAGE  
O.R.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
X - CHAIN LINK / WIRE FENCE LINE +/-  
W - WOODEN FENCE LINE +/-  
U - UNK. FENCE LINE +/-  
A - ALUMINUM FENCE LINE +/-  
O.L. - OVERHEAD LINE +/-



P.O.L. - POINT OF LINE  
R/W. - RIGHT-OF-WAY  
P.F. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17 F.A.C. pursuant to section 472-027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

Charter (Brighthouse)  
3767 All American Blvd.  
Orlando, FL 32810  
Attn: Marvin Usry  
Email: [marvin.usryjr@charter.com](mailto:marvin.usryjr@charter.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

  
Todd F. Kobrin

TFK  
Enclosures



**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

\_\_\_\_\_ The Property is not within our service area.

  X   The Property is within our service area.  
We do not have any facilities within the easement.  
We have no objection to the vacation.

\_\_\_\_\_ The Property is within our service area.  
We object to the vacation.

Additional comments: ~~To-be-released area is outlined in red.~~  
~~Approximate depiction of southern 6' of rear lot lines area is outlined in green. Easement to remain in effect to allow for underground service.~~  
~~6' U.E. running East-West along the north property line is outlined in blue and is unaffected.~~

Signature: \_\_\_\_\_ Laszlo Wagner Digitally signed by Laszlo Wagner  
DN: cn=Laszlo Wagner, o=Charter  
Communications, cn=Laszlo Wagner  
Date: 2025.11.04 13:38:04-0500

Print Name: Laszlo Wagner

Title: Construction Coordinator

Date: 11/4/2025

**Charter**  
COMMUNICATIONS

**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

**Parcel 1:**

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**Parcel 2:**

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

# NOTES:

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/08/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

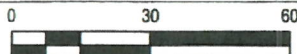
## FLOOD ZONE REFERENCE:

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

Boundary  
And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
LB 4565

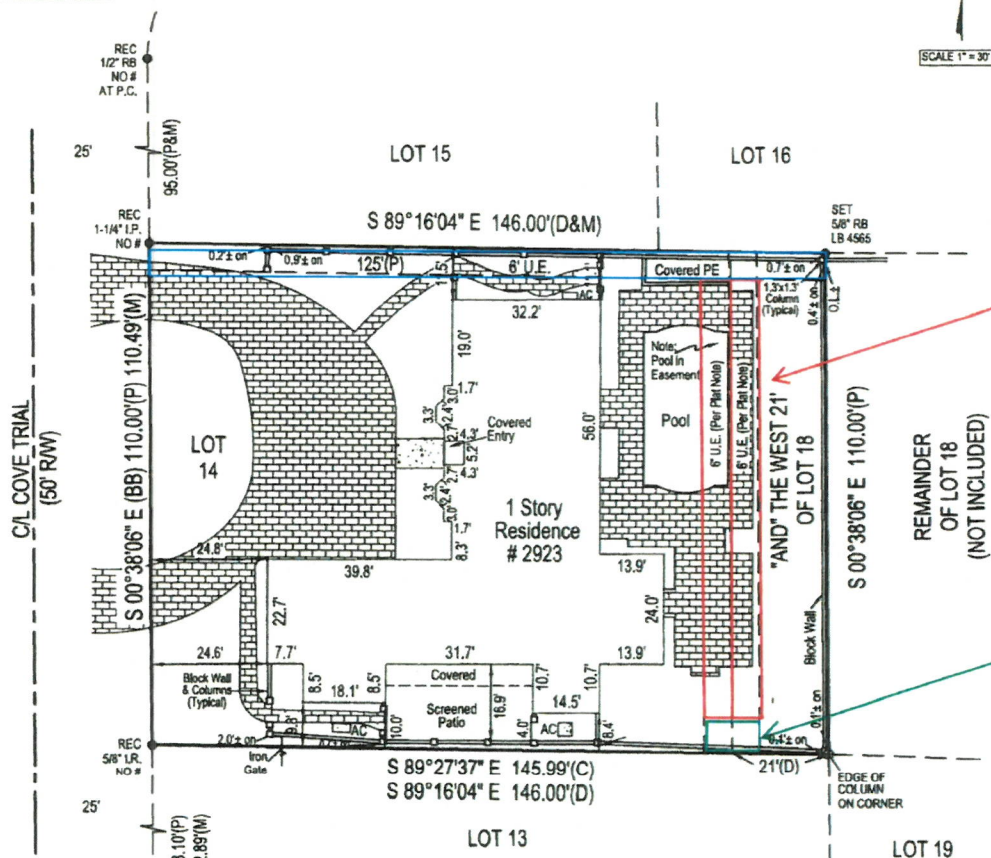
150 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 896-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

## NOTES: (Per Title Commitment Property Subject To)

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Approximate depiction of southern 6' of rear lot lines. Easement to remain in effect to allow for underground service.

## PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

## ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137

DATE:  
FIELD: 06-16-25

SIGNED: 06-18-25

DRAWN BY: LD

P.C.: JV

CHECKED BY: RWJ

## LEGEND

REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - IRON ROD  
C.M. - CONCRETE MONUMENT  
R.B. - REBAR  
RAD. - RADIAL  
N.R. - NOT RADIAL  
N.D. - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
(O) - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK  
P.C. - PAGE  
O.R.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.L. - CHAIN LINK FENCE LINE +/-  
W.F. - WOODEN FENCE LINE +/-  
V.F. - VINYL FENCE LINE +/-  
A.F. - ALUMINUM FENCE LINE +/-  
O.F. - OVERHEAD LINE +/-

PAVERS/BRICK  
ASPHALT  
Point Not Found or Set  
P.D.L. DENOTES REFERENCE POINT ON LINE  
R.W. DENOTES RIGHT-OF-WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 F.A.C. pursuant to section 472-027 Florida statutes. Easement in green to remain in effect to allow for underground service. Mo  
RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.





Prepared by and return to:

Jessica Gault

Magnolia Closing Co

9161 Narcoossee Road

#206

Orlando, FL 32827

(407) 326-6657

File No 2-25-10171

Total Consideration: 1,050,000.00

Parcel Identification No 29-21-30-2122-00-140

[Space Above This Line For Recording Data]

## WARRANTY DEED

This indenture made the 7th July 2025 between Dennis M. Woodson, II and Catherine A. Woodson, husband and wife, whose post office address is 1620 Mayflower Court, A315, Winter Park, FL 32792, Grantors, to Craig Borkon and Carina Gerscovich Borkon, Trustees of Borkon Family Trust dated November 20, 2024, whose post office address is 2923 Cove Trail, Winter Park, FL 32789, Grantee:

**Witnesseth**, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Orange, Florida, to-wit:

Lot 14 and the West 21 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

**Together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**Subject to** taxes for 2025 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**And** Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

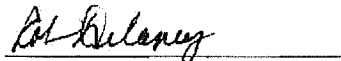
In Witness Whereof, Grantors have herunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
WITNESS Signature

Rachel Williams  
WITNESS Printed Name

4510 Lake Holden Hills Dr.  
Orlando, FL 32839  
WITNESS address

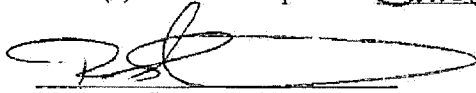
  
WITNESS Signature

Robin Delaney  
WITNESS Printed Name

8232 Swiston St, Orlando, FL 32827  
WITNESS address

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of June, 2025, by Dennis M Woodson, II and Catherine A Woodson, ☐ who is/are personally known to me or ☒ who has/have produced Driver's License as identification.

  
Signature of Notary Public

Rachel Williams  
Print, Type/Stamp Name of Notary



RACHEL WILLIAMS  
Commission # 1111286306  
Expires November 7, 2026



## City of Winter Park, Florida Business Impact Estimate

Posted Date: \_\_\_\_\_

Proposed ordinance's title/reference: **APPROVING THE PARTIAL TERMINATION OF THE PLAT DEDICATED SIX FOOT WIDE UTILITY EASEMENT CREATED BY THE DOMMERICH COVE PLAT LOACATED AT 2923 COVE TRAIL**

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.<sup>1</sup> The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

[

TFK  
Enclosures

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

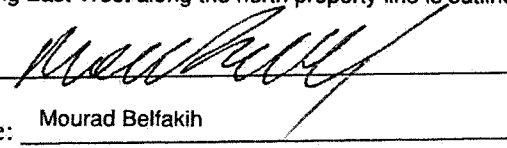
- X        The Property is not within our service area.
- The Property is within our service area.  
              We do not have any facilities within the easement.  
              We have no objection to the vacation.
- The Property is within our service area.  
              We object to the vacation.

Additional comments:

To-be-released area is outlined in red.

Approximate depiction of southern 6' of rear lot lines area is outlined in green. Easement to remain in effect to allow for underground service.

6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Signature: 

Print Name: Mourad Belfakih

Title: Electrical Engineer Manager

Date: 10/24/2025



**NOTES:**

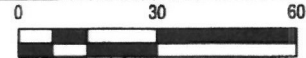
1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

FLOOD ZONE REFERENCE:  
PROPERTY APPEARS TO BE LOCATED IN ZONE "X" PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

Boundary  
And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
LB 4565

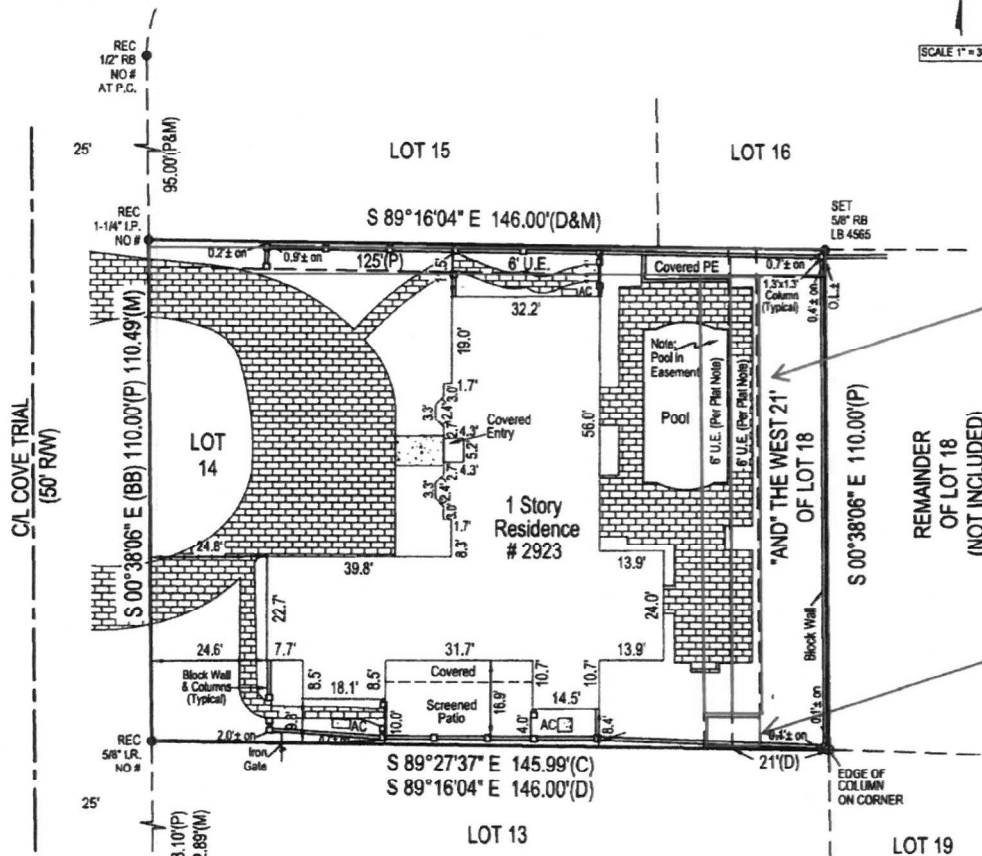
160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 896-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

**NOTES: (Per Title Commitment Property Subject To)**

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Approximate depiction of southern 6' of rear lot lines. Easement to remain in effect to allow for underground service.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, COMMERCIAL COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOAJATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137  
DATE:  
FIELD: 06-16-25  
SIGNED: 06-18-25  
DRAWN BY: LD  
P.C.: JV  
CHECKED BY: RWJ

**LEGEND**

REC. - RECOVERED  
I.P. - IRON PIPE  
L.C. - LEGIBLE CAP #  
C.M. - CONCRETE MONUMENT  
R.B. - REBAR  
R.L. - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
N&D - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK  
P.G. - PAGE  
D.R.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EASEMENT

CHAIN LINK / WIRE FENCE LINE +/-  
WOODEN FENCE LINE +/-  
VINYL FENCE LINE +/-  
ALUMINUM FENCE LINE +/-  
OVERHEAD LINE +/-

PAVERS / BRICK  
ASPHALT  
Point Not Found or Set  
P.D. - DENOTES REFERENCE POINT ON LINE  
R.W. - RIGHT-OF-WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 F.A.C., pursuant to section 472-027 Florida statutes. Easement in green to remain in effect to allow for underground service. Mo RODNEY W. JACKSON, F.S.M. 6281

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789-4386  
Attn: Jason Riegler, Water/Wastewater Asst. Utility Director  
Email: [jriegler@cityofwinterpark.com](mailto:jriegler@cityofwinterpark.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

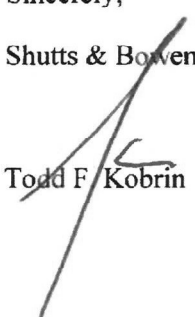
To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the “**Woodsons**”), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the “**Property**”). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick’s direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

  
Todd F. Kobrin

TFK  
Enclosures

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

☒

The Property is not within our service area.

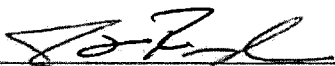
☐

The Property is within our service area.  
We do not have any facilities within the easement.  
We have no objection to the vacation.

☐

The Property is within our service area.  
We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Print Name: Jason Riegler

Title: Deputy Director

Date: 9-10-25

**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

**Parcel 1:**

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**Parcel 2:**

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.



# NOTES:

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC 4: IF SHOWN, USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

## FLOOD ZONE REFERENCE:

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12085C 0165F DATED 9-25-09.

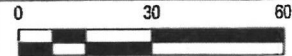
## Boundary



And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
LB 4565

180 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 896-1155

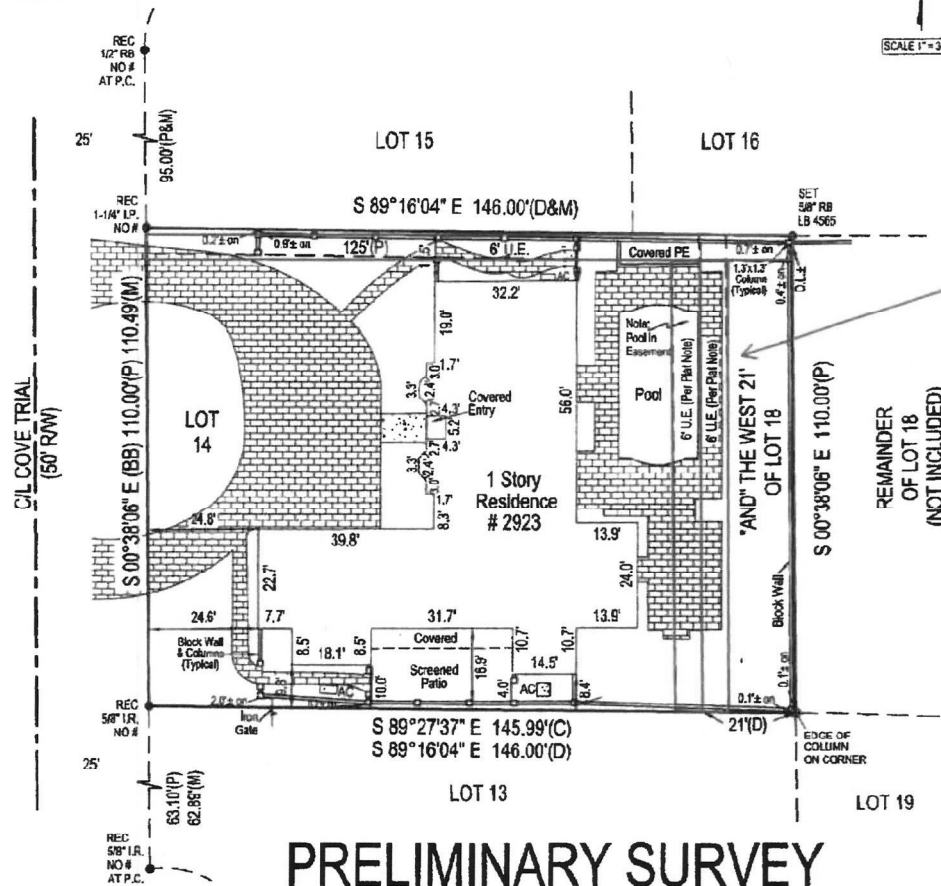


PROPERTY ADDRESS:  
2923 COVE TRAIL

## NOTES: (Per Title Commitment Property Subject To)

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.

SCALE 1" = 30'



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137

DATE:  
FIELD: 06-16-25

SIGNED: 06-18-25

DRAWN BY: LD

P.C.: JV

CHECKED BY: RWJ

## LEGEND

REC. - RECOVERED  
I.P. - IRON PIPE  
C. - CONCRETE CURB  
C.M. - CONCRETE MONUMENT  
R.B. - REBAR I.R. - IRON ROD  
R.B. - REBAR  
N.R. - NOT RADIAL  
N.S. - NOT SURVEYED  
P.B. - PER DESCRIPTION  
P.C. - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK PG. - PAGE  
O.F.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SPOOKLY EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.L. - CHAIN LINE / WIRE FENCE LINE +/-  
W.F. - WOODEN FENCE LINE +/-  
V.F. - VINYL FENCE LINE +/-  
A.F. - ALUMINUM FENCE LINE +/-  
O.F. - OVERHEAD LINE +/-



P.O.L. - POINT OF LOCATION  
P.O.M. - POINT OF MONUMENT  
P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

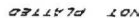
P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 33-47 F.A.C. pursuant to section 472.027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

**PLAT BOOK  
Z-21  
AND PAGE**

[illegible][illegible]

SCALE 1" = 50'

| C U R V E |          |        | D A T A |       |        |
|-----------|----------|--------|---------|-------|--------|
| A         | $\Delta$ | T      | R       | APC   | D      |
| A         | 25-29.24 |        | 50'     | 14.26 | 145.37 |
| B         | 29.24    |        | 50'     | 14.26 | 145.37 |
| C         | 144.50   | 120.81 | 140.65  | 27.78 | 287.00 |
| D         |          | 120.81 | 140.65  | 27.78 | 287.00 |
| E         | 52.00-20 | 66.64  | 24.81   | 17.76 | 171.25 |
| F         |          | 76.8   | 24.81   | 14.64 | 217.82 |

APPROVAL \_\_\_\_\_  
F. W. D. with \_\_\_\_\_  
Orange County Engineer  
11/30/63  
Date \_\_\_\_\_

Page 99 of 167

9/17/2025

Dawn Ann Giacona  
DGiacona@shutts.com  
Tel: (407) 835-6922

P867781  
No Reservations/No Objection

SUBJECT: The intent of this request appears to be for the Abandonment / Vacation of easements. East 6' and West 6' of Lot 14, Block Z Dommerich Cove. 2923 Cove Trail, Winter Park, Orange County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc., ("CenturyLink") has reviewed the request. CenturyLink Engineering has no Reservations with this request. See the attached sketch and description.

It is the intent and understanding of CenturyLink that this abandonment request shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This abandonment response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the abandonment area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Bill Paul 727-449-3544 or bill.paul@lumen.com.

Sincerely yours,

Network Infrastructure Services  
CenturyLink of Florida, Inc.  
P867781

**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

Parcel 1:

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

Parcel 2:

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.



NOTES:

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR.  
THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY.  
PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD.  
NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER TITLE INFORMATION UNLESS NOTED.  
PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-1011, DATED 05/09/2025.  
IF SHOWN.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

FLOOD ZONE REFERENCE:  
PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

PROPERTY ADDRESS:  
2923 COVE TRAIL

NOTES: (Per Title Commitment Property Subject To)

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments therein.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 712, Page 4823, of the Public Records of Orange County, Florida.

LAND  
SURVEYORS  
L.B. 4565

C/L COVE TRIAL  
(50' RAW)

LOT 16

LOT 13

LOT 19

To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

# PRELIMINARY SURVEY

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISACA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

**Magnolia**  
CLOSING CO.

CHECKED BY: RWJ

REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - ILLEGIBLE CAP S  
C.B. - CONCRETE CURB  
RM. - REBAR LR. - IRON ROD  
RAD. - RADIAL  
V.R. - NOT RADIAL  
N&D - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
T.Y. - POINT OF TANGENCY  
P.B. - POINT OF BEGINNING  
P.C.T. - POINT OF COMMENCEMENT  
P.R. - PLAT BOOK  
P.C.T. - OFFICIAL RECORD BOOK

V.B. - MAP BOOK  
 P.R.C. - POINT OF REVERSE CURVE  
 R.P. - RADIUS POINT  
 R - RADIUS  
 L - LENGTH OF ARC  
 S.E. - SIDEWALK EASEMENT  
 U.E. - UTILITY EASEMENT  
 D.E. - DRAINAGE EASEMENT  
 L.E. - LANDSCAPE EASEMENT  
 A.E. - ACCESS EASEMENT  
 M.E. - MAINTENANCE EASEMENT  
 P.E. - POOL EQUIPMENT  
 X - CHAIN LINK WIRE FENCE  
 - WOODEN FENCE LINE +/-  
 - VINYL FENCE LINE +/-  
 - ALUMINUM FENCE LINE +/-  
 O.V.E.R - OVERHEAD LINE +/-

PAVERS  
BRICK

ASPH

Point No.  
Found on  
Site

P.O.L.  
DENOTES REFERENCE  
POINT ON LINE

R/W Denotes  
RIGHT-OF-WAY

P.P.- POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 53-17 F.A.C. pursuant to calling 472.027 Florida Statutes.

Florida Board of Professional Surveyors and  
appers in Chapter SJ-17 F.A.C. pursuant to  
ection 472.027 Florida statutes.

RODNEY W. JACKSON  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.





TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6765  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

TECO/Peoples Gas  
600 West Robinson  
P.O. Box 2433  
Orlando, FL 32802-2433  
Attn: Sean Winsor, Gas Design/Proj. Mgr.  
Email: [swinsor@tecoenergy.com](mailto:swinsor@tecoenergy.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

Todd F. Kobrin

TFK  
Enclosures

ORLDOCS 23049485 | 18658.0004

[shutts.com](http://shutts.com) | FORT LAUDERDALE | JACKSONVILLE | MIAMI | ORLANDO | SARASOTA | TALLAHASSEE | TAMPA | WEST PALM BEACH

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**



The Property is not within our service area.

The Property is within our service area.  
We do not have any facilities within the easement.  
We have no objection to the vacation.



The Property is within our service area.  
We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Shawn Winsor

Print Name: Shawn Winsor

Title: Gas Design Project Manager

Date: 9-8-2025



**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

Parcel 1:

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

Parcel 2:

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**NOTES:**

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC & IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (E.B.).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, SAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

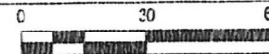
**FLOOD ZONE REFERENCE:**

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

Boundary  
And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
13 4565

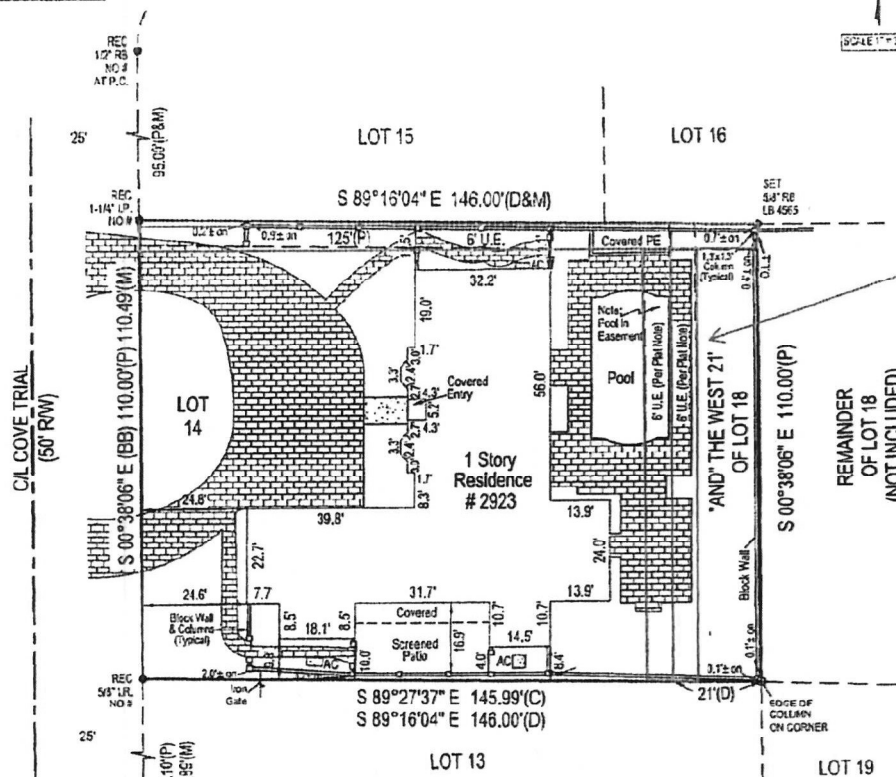
180 INTERNATIONAL PARKWAY  
SUITE 173  
HEAT-ROD, FL. 32745  
PH (407) 859-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

**NOTES: (For Title Commitment Property Subject To)**

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Highway Access Apportion in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA N.A. ISADAIATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137  
DATE:  
FIELD: 06-16-23  
SIGNED: 06-18-25  
DRAWN BY: LD  
P.C.: JV  
CHECKED BY: RWJ

**LEGEND**  
SEC. - RECOVERED  
IP - IRON PIPE  
C - ELECUTABLE CAPS  
C.A. - CONCRETE MONUMENT  
SB - REBAR I.R. IRON ROD  
RAD - RADIAL  
NR - NOT REBAR  
N.D. - NAIL & DISC  
P - PER PLAT  
M - AS MEASURED  
C - PER DESCRIPTION  
C - AS CALCULATED  
C - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.C. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.R. - PLAT BOOK NO. - PAGE  
D.S.B. - DEED BOOK NO. - PAGE

V.S. - MAP BOOK  
P.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
I - IRON  
L - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.F. - CHAIN LINK FENCE LINE  
W.F. - WOODEN FENCE LINE  
V.F. - VINYL FENCE LINE  
A.L. - ALUMINUM LINE  
T.F. - TYPHOID FENCE LINE

THIS IS A DIGITALLY SIGNED AND SEALED DRAWING OF A BOUNDARY SURVEY PERFORMED UNDER THE DIRECTION OF THE UNREGISTERED SURVEYOR. SURVEY IS AUTHORIZED ON OR ABOUT THE DATE OF THE SURVEY SHOWN HEREON AND VALIDITY ONLY TO THOSE PERSONS AND/OR ENTITIES BASED HEREON. THE BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 34-17 F.A.C. PURSUANT TO SECTION 172.027 FLORIDA STATUTES.

ROOSEY W. JACKSON,  
FSM 19881

Not valid without the signatures and the original sealed map of a Florida licensed surveyor and mapper.

PLAT BOOK  
Z-21  
AND PAGE

KNOW ALL MEN BY THESE PRESENTS, that the Corporation named above, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates and conveys to the public, for the use and purposes therein mentioned and declared the DISTRICTS AND RIGHT-OF-WAYS shown hereon to the

DESCRIPTION



574475 10N

NOT REATTED

10/11/1944

|  | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | AA | AB | AC | AD | AE | AF | AG | AH | AI | AJ | AK | AL | AM | AN | AO | AP | AQ | AR | AS | AT | AU | AV | AW | AX | AY | AZ | BA | BB | BC | BD | BE | BF | BG | BH | BI | BJ | BK | BL | BM | BN | BO | BP | BQ | BR | BS | BT | BU | BV | BW | BX | BY | BZ | CA | CB | CC | CD | CE | CF | CG | CH | CI | CJ | CK | CL | CM | CN | CO | CP | CQ | CR | CS | CT | CU | CV | CW | CX | CY | CZ | DA | DB | DC | DD | DE | DF | DG | DH | DI | DJ | DK | DL | DM | DN | DO | DP | DQ | DR | DS | DT | DU | DV | DW | DX | DY | DZ | EA | EB | EC | ED | EE | EF | EG | EH | EI | EJ | EK | EL | EM | EN | EO | EP | EQ | ER | ES | ET | EU | EV | EW | EX | EY | EZ | FA | FB | FC | FD | FE | FF | FG | FH | FI | FJ | FK | FL | FM | FN | FO | FP | FQ | FR | FS | FT | FU | FV | FW | FX | FY | FZ | GA | GB | GC | GD | GE | GF | GG | GH | GI | GJ | GK | GL | GM | GN | GO | GP | GQ | GR | GS | GT | GU | GV | GW | GX | GY | GZ | HA | HB | HC | HD | HE | HF | HG | HH | HI | HJ | HK | HL | HM | HN | HO | HP | HQ | HR | HS | HT | HU | HV | HW | HX | HY | HZ | IA | IB | IC | ID | IE | IF | IG | IH | II | IJ | IK | IL | IM | IN | IO | IP | IQ | IR | IS | IT | IU | IV | IW | IX | IY | IZ | JA | JB | JC | JD | JE | JF | JG | JH | JI | IJ | JK | KL | JM | JN | JO | JP | JQ | JR | JS | JT | JU | JV | JW | JX | JY | JZ | KA | KB | KC | KD | KE | KF | KG | KH | KI | KJ | KK | KL | KM | KN | KO | KP | KQ | KR | KS | KT | KU | KV | KW | KX | KY | KZ | LA | LB | LC | LD | LE | LF | LG | LH | LI | LJ | LK | LL | LM | LN | LO | LP | LQ | LR | LS | LT | LU | LV | LW | LX | LY | LZ | MA | MB | MC | MD | ME | MF | MG | MH | MI | MJ | MK | ML | MM | MN | MO | MP | MQ | MR | MS | MT | MU | MV | MW | MX | MY | MZ | NA | NB | NC | ND | NE | NF | NG | NH | NI | NJ | NK | NL | NM | NN | NO | NP | NQ | NR | NS | NT | NU | NV | NW | NX | NY | NZ | OA | OB | OC | OD | OE | OF | OG | OH | OI | OJ | OK | OL | OM | ON | OO | OP | OQ | OR | OS | OT | OU | OV | OW | OX | OY | OZ | PA | PB | PC | PD | PE | PF | PG | PH | PI | PJ | PK | PL | PM | PN | PO | PP | PQ | PR | PS | PT | PU | PV | PW | PX | PY | PZ | QA | QB | QC | QD | QE | QF | QG | QH | QI | QJ | QK | QL | QM | QN | QO | QP | QQ | QR | QS | QT | QU | QV | QW | QX | QY | QZ | RA | RB | RC | RD | RE | RF | RG | RH | RI | RJ | RK | RL | RM | RN | RO | RP | RQ | RR | RS | RT | RU | RV | RW | RX | RY | RZ | SA | SB | SC | SD | SE | SF | SG | SH | SI | SJ | SK | SL | SM | SN | SO | SP | SQ | SR | SS | ST | SU | SV | SW | SX | SY | SZ | TA | TB | TC | TD | TE | TF | TG | TH | TI | TJ | TK | TL | TM | TN | TO | TP | TQ | TR | TS | TT | TU | TV | TW | TX | TY | TZ | UA | UB | UC | UD | UE | UF | UG | UH | UI | UJ | UK | UL | UM | UN | UO | UP | UQ | UR | US | UT | UU | UV | UW | UX | UY | UZ | VA | VB | VC | VD | VE | VF | VG | VH | VI | VJ | VK | VL | VM | VN | VO | VP | VQ | VR | VS | VT | VU | VV | VW | VX | VY | VZ | WA | WB | WC | WD | WE | WF | WG | WH | WI | WJ | WK | WL | WM | WN | WO | WP | WQ | WR | WS | WT | WU | WV | WW | WX | WY | WZ | XA | XB | XC | XD | XE | XF | XG | XH | XI | XJ | XK | XL | XM | XN | XO | XP | XQ | XR | XS | XT | XU | XV | XW | XX | XY | XZ | YA | YB | YC | YD | YE | YF | YG | YH | YI | YJ | YK | YL | YM | YN | YO | YP | YQ | YR | YS | YT | YU | YV | YW | YX | YY | YZ | ZA | ZB | ZC |
|--|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
|--|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|

APPROVAL  
F. W. DeWitt  
House County Engineer  
1/10/23

[illegible][illegible][illegible]

CERTIFICATE OF APPROVAL BY BOARD  
OF COUNTY COMMISSIONERS


  
 ATTORNEY GENERAL  
 J. Edgar Hoover  
 U. S. Department of Justice  
 Washington, D. C.

**CERTIFICATE OF APPROVAL  
BY ZONING COMMISSION**

**CERTIFICATE OF CLERK**

I HEREBY CERTIFY That I have reviewed the foregoing plea and find that it complies in form with all the requirements of Chapter 177, Public Statutes, and was filed for record on JAN. 15, 1906.


  
 Charles W. Howell
   
 Clerk of the Circuit Court
   
 in and for Orange County, N.C.
   
 By J. J. Lane, D.C.



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

August 25, 2025

**VIA E-MAIL**

Duke Energy, Inc.  
3300 Exchange Place  
Lake Mary, FL 32746  
Attn: Nicholas Brana  
Email: Nicholas.brana@duke-energy.com

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

Todd F. Kobrin

TFK  
Enclosures



**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

- X        The Property is not within our service area.
- The Property is within our service area.  
              We do not have any facilities within the easement.  
              We have no objection to the vacation.
- The Property is within our service area.  
              We object to the vacation.

Additional comments: **Duke Energy does not serve the property located at 2923 Cove Trail,  
Winter Park. Therefore we have no objection to this vacate request.**

\_\_\_\_\_

\_\_\_\_\_

Signature:           **Irma Cuadra**          

Print Name:           **Irma Cuadra**          

Title:           **Sr. Research Specialist**          

Date:           **September 4, 2025**

**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

**Parcel 1:**

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**Parcel 2:**

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTEE COMMITMENT NO. 2-25-10171, DATED 06/08/2025.
2. NO UNDERGROUND UTILITIES OR HAZARDOUS MATERIALS (HAZMAT) SHOWN UNLESS OTHERWISE SPECIFICALLY SHOWN.
3. THIS MAP IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

FLOOD ZONE REFERENCE:

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

PROPERTY ADDRESS:  
2923 COVE TRAIL

**NOTES: (Per Title Commitment Property Subject To)**

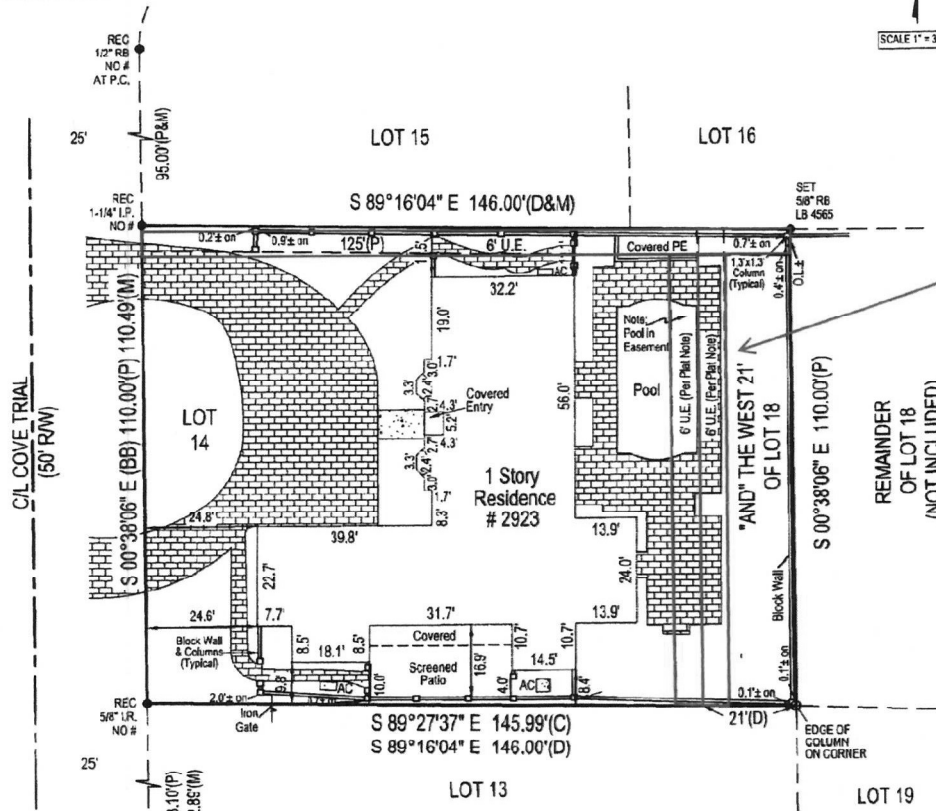
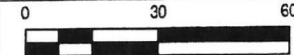
1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.

2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.

Boundary  
And  
Mapping  
Associates, Inc.

LAND  
SURVEYORS  
LB 4565

160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 696-1155



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18,  
DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF,  
AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC  
RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

**Magnolia**  
CLOSING CO

JOB NO.: 25-1137  
DATE:  
FIELD: 06-16-25  
SIGNED: 06-18-25  
DRAWN BY: LD  
P.C.: JV  
CHECKED BY: RWJ

REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - ILLEGIBLE CAP #  
C.M. - CONCRETE MONUMENT  
RB - REBAR I.R. - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
N&D - NAIL & DISC  
P) - PER PLAT  
M) - AS MEASURED  
D) - PER DESCRIPTION  
C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
T.T. - POINT OF TANGENCY  
C.B. - POINT OF BEGINNING  
C.C. - POINT OF COMMENCEMENT  
R.B. - PLAT BOOK PG. - PAGE  
D.R.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R - RADIUS  
L - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
X - CHAIN LINK / WIRE FENCE LINE +/-  
W - WOODEN FENCE LINE +/-  
V - VINYL FENCE LINE +/-  
A - ALUMINUM FENCE LINE +/-  
O - OVERHEAD LINE +/-

PAVERS /  
BRICK  
CONCRETE

ASPHALT

Point  
Found  
Set

P.O.L.  
DENOTES REFERENCE  
POINT ON LINE  
R/W Denotes  
RIGHT-OF-WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-47 F.A.C. pursuant to section 472.027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

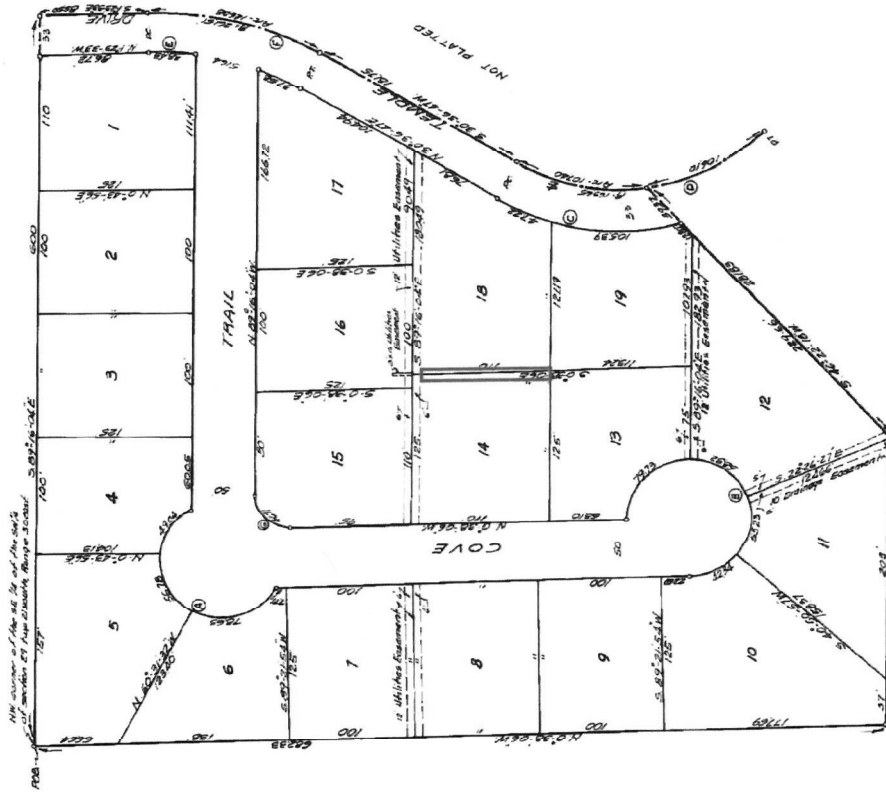
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

# DOMMERICH COVE ORANGE COUNTY, FLORIDA

## DESCRIPTION

Begin at the Northwest corner of the southeast 1/4 of the southwest 1/4 of section 39 township 21 south range 30 east; run thence along the north line of said southeast 1/4 of the southwest 1/4 of section 39, 200 feet; thence S 72° 33' E 85.00 feet to the PC of a 21° 34' 35" curve to the right having a radius of 500 feet; thence along an intersection angle of 32° 00' 20" run thence southeasterly along the arc of said curve 146.08 feet to the PT; thence S 30° 34' 27" W 181.76 feet to the PC of a 37° 00' 30" curve to the left having a radius of 182.65 feet and an intersection angle of 74° 46' 53"; run thence southeasterly along the arc of said curve 107.40 feet to a point 68.00 feet northwesterly from the PT; thence S 42° 18' 34" E 21.00 feet; thence N 68° 45' 35" W 240 feet to the west line of said southeast 1/4 of the southwest 1/4; thence N 0° 34' 06" W 622.33 feet to the point of beginning.

NOT PLATTED



NOT PLATTED

SCALE 1" = 50'

1994-2014 concrete monuments  
are shown blue-9

2. Utilities easement reserved  
on rear of lots 5.

| C  |    | U  |    | R  |    | V  |    | E  |    | D  |    | A  |    |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| A  | B  | A  | B  | A  | B  | A  | B  | A  | B  | A  | B  | A  | B  |
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |

NOT PLATTED

APPROVAL  
F. W. Davis  
Orange County Engineer  
11/10/13

PLAT BOOK  
AND PAGE  
**Z-21**

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named above has caused this plat to be made and recorded for the purpose of dedicating to the public the streets and easements therein represented and indicates the same known to the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and sealed by the officers and members of its corporation and to be attested hereon on November 21, 1962

By *W. M. McCall* President

Attest: *W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary

*W. M. McCall* Secretary



# NOTES:

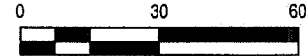
1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

## FLOOD ZONE REFERENCE:

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12085C 0165F DATED 9-25-09.

Boundary  
And  
Mapping  
Associates, Inc.

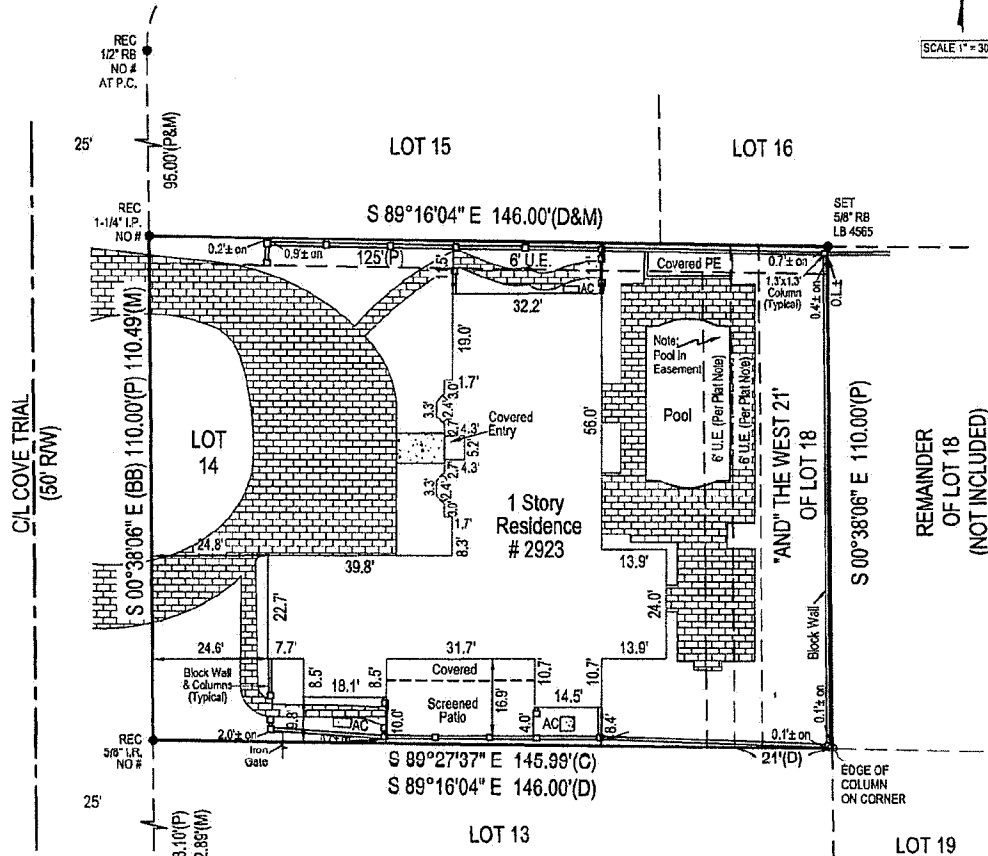
160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 656-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

### NOTES: (Per Title Commitment Property Subject To)

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



## PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A. ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

Magnolia  
CLOSING CO.

JOB NO.: 25-1137  
DATE: 06-16-25  
SIGNED: 06-18-25  
DRAWN BY: LD  
P.C.: JV  
CHECKED BY: RWJ

### LEGEND

- REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - IRON CEMENT  
C.M. - CONCRETE MONUMENT  
R.B. - REBAR I.R. - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
V.D. - VIAL & DISC  
P.P. - PER PLAT  
(M) - AS MEASURED  
(C) - PER DESCRIPTION  
(O) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK P.D. - PAGE  
D.R.B. - OFFICIAL RECORDS BOOK
- M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
C.W. - CHAIN LINK WIRE FENCE LINE +/-  
W.F. - WOODEN FENCE LINE +/-  
U.F. - UNITS FENCE LINE +/-  
A.F. - ALUMINUM FENCE LINE +/-  
O.F. - OVERHEAD LINE +/-
- PAVERS BRICK  
CONCRETE  
Point Not Found or Set  
P.O.L. DENOTES REFERENCE POINT ON LINE  
R/W. DENOTES RIGHT OF WAY  
P.F. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed herein. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 63-17 F.A.C. pursuant to section 472-027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

**NOTES:**

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/09/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

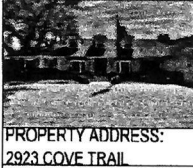
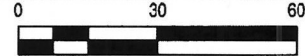
**FLOOD ZONE REFERENCE:**

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

**Boundary  
And  
Mapping  
Associates, Inc.**

LAND  
SURVEYORS  
LB 4565

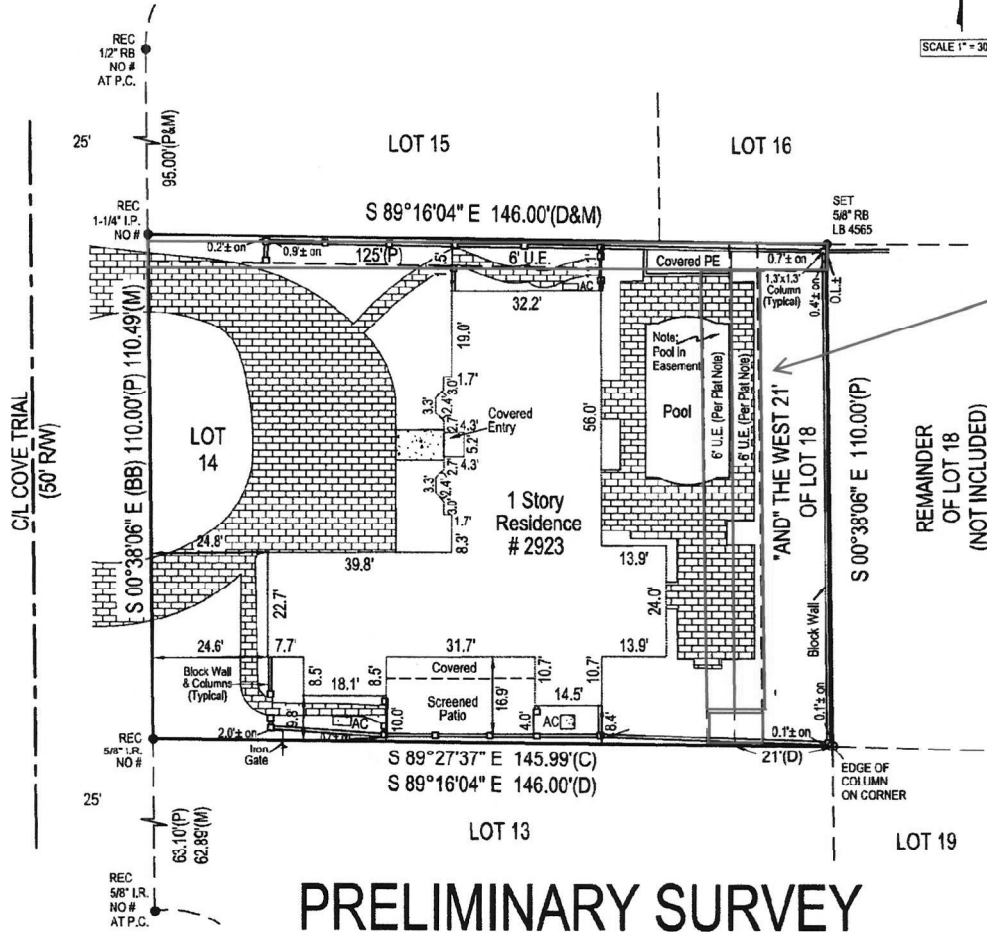
160 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 696-1155



PROPERTY ADDRESS:  
2923 COVE TRAIL

**NOTES: (Per Title Commitment Property Subject To)**

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Approximate depiction of southern 6' of rear lot lines. Easement to remain in effect to allow for underground service.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137

DATE:  
FIELD: 06-16-25

SIGNED: 06-18-25

DRAWN BY: LD

P.C.: JV

CHECKED BY: RWJ

REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - IRON CABLE CAP  
C.M. - CONCRETE MONUMENT  
RB - REBAR  
I.R. - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
NAD - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK  
P.G. - PAGE  
O.R.B. - OFFICIAL RECORDS BOOK

**LEGEND**

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R - RADIUS  
L - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EQUIPMENT  
X - CHAIN LINK / WIRE FENCE LINE +/-  
W - WOODEN FENCE LINE +/-  
U - UNK. FENCE LINE +/-  
A - ALUMINUM FENCE LINE +/-  
OHL - OVERHEAD LINE +/-



P.O.L. - DEMOTES REFERENCE POINT ON LINE  
R.W. DENOTES RIGHT-OF-WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17 F.A.C. pursuant to section 472-027 Florida statutes.

RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



TODD F. KOBRIN  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, FL 32801  
DIRECT (407) 835-6766  
EMAIL TKobrin@shutts.com

September 2, 2025

**VIA E-MAIL**

Charter (Brighthouse)  
3767 All American Blvd.  
Orlando, FL 32810  
Attn: Marvin Usry  
Email: [marvin.usryjr@charter.com](mailto:marvin.usryjr@charter.com)

Re: **REQUEST FOR EASEMENT VACATION AT  
2923 COVE TRAIL, WINTER PARK, FL 32789**

To Whom it may Concern:

This firm is representing Dennis Woodson and Catherine Woodson (the "**Woodsons**"), the former owners of the real property located at 2923 Cove Trail, Winter Park, FL 32789 (the "**Property**"). In connection with the recent sale of the Property as evidenced by the enclosed deed, the Woodsons are in the process of requesting the City of Winter Park vacate an easement located on the Property, which easement is shown on the enclosed tax map and survey. In order to have this action heard, the Woodsons must provide letters of no objection from utility companies serving the Property.

Please review your records, complete the form below, and return a signed copy of this letter to me at my email address located in the upper right-hand corner of this letter. If you have any questions, please contact Patrick Salmon at [psalmon@shutts.com](mailto:psalmon@shutts.com); Patrick's direct phone number is 407-835-6930.

Sincerely,

Shutts & Bowen LLP

  
Todd F. Kobrin

TFK  
Enclosures

**RESPONSE FORM**  
**TO BE COMPLETED BY UTILITY PROVIDER**

- \_\_\_\_\_ The Property is not within our service area.
- X   The Property is within our service area.  
We do not have any facilities within the easement.  
We have no objection to the vacation.
- \_\_\_\_\_ The Property is within our service area.  
We object to the vacation.

Additional comments: ~~To-be-released area is outlined in red.~~  
~~Approximate depiction of southern 6' of rear lot lines area is outlined in green. Easement to remain in effect to allow for underground service.~~  
~~6' U.E. running East-West along the north property line is outlined in blue and is unaffected.~~

Signature: \_\_\_\_\_ Laszlo Wagner Digitally signed by Laszlo Wagner  
DN: cn=Laszlo Wagner, o=Charter  
Communications, cn=Laszlo Wagner  
Date: 2025.11.04 13:38:04 -0500

Print Name: Laszlo Wagner

Title: Construction Coordinator

Date: 11/4/2025

**Charter**  
COMMUNICATIONS



**EXHIBIT "A"**  
**DESCRIPTION OF TO-BE-VACATED EASEMENT AREA**

**Parcel 1:**

The East 6 feet of Lot 14, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**Parcel 2:**

The West 6 feet of Lot 18, DOMMERICH COVE, according to the Plat thereof, as recorded in Plat Book Z, Page 21, of the Public Records of Orange County, Florida.

Less and except the North 6 feet thereof.

**NOTES:**

1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. PROPERTY SUBJECT TO EXCEPTIONS LISTED IN TITLE RESOURCES GUARANTY COMMITMENT NO. 2-25-10171, DATED 05/08/2025.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS ESTABLISHED AND OR AS MEASURED FROM RECOVERED SURVEY MONUMENTATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

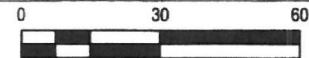
**FLOOD ZONE REFERENCE:**

PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0165F DATED 9-25-09.

**Boundary  
And  
Mapping  
Associates, Inc.**

LAND  
SURVEYORS  
LB 4565

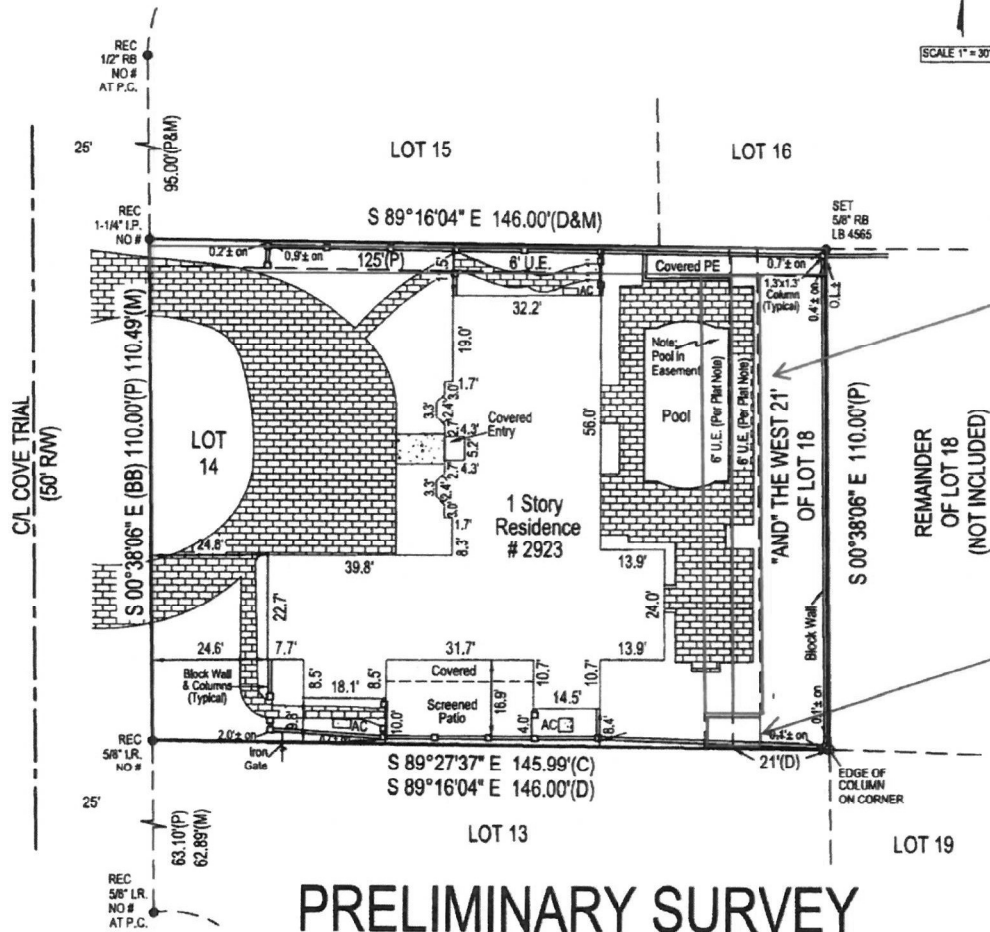
150 INTERNATIONAL PARKWAY  
SUITE 170  
HEATHROW, FL. 32746  
PH. (407) 896-1155



**PROPERTY ADDRESS:**  
2923 COVE TRAIL

**NOTES: (Per Title Commitment Property Subject To)**

1. Covenants, conditions, restrictions, easements, assessments and possible liens, right of first refusal or prior approval of a future purchaser or occupant, party walls or other provisions that may be set forth in the Declaration recorded in Official Records Book 1156, Page 512, of the Public Records of Orange County, Florida, and amendments thereto.
2. Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way as recorded in Official Records Book 7131, Page 4833, of the Public Records of Orange County, Florida.



To-be-released area is outlined in red. 6' U.E. running East-West along the north property line is outlined in blue and is unaffected.

Approximate depiction of southern 6' of rear lot lines. Easement to remain in effect to allow for underground service.

# PRELIMINARY SURVEY

DESCRIPTION: LOT 14 AND THE WEST 21 FEET OF LOT 18, DOMMERICH COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Z, PAGE 21, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:  
CRAIG AND CARINA BORKON, TRUSTEES OF  
BORKON FAMILY TRUST  
BANK OF AMERICA, N.A., ISAOA/ATIMA  
MAGNOLIA CLOSING COMPANY  
TITLE RESOURCES GUARANTY COMPANY

ORDERED BY:

*Magnolia*  
CLOSING CO.

JOB NO.: 25-1137

DATE: 06-16-25

SIGNED: 06-18-25

DRAWN BY: LD

P.C.: JV

CHECKED BY: RWJ

**LEGEND**

REC. - RECOVERED  
I.P. - IRON PIPE  
I.C. - IRON CEMENT  
C.M. - CONCRETE MONUMENT  
R.B. - REBAR  
L.R. - IRON ROD  
RAD. - RADIAL  
N.R. - NOT RADIAL  
N.B. - NAIL & DISC  
(P) - PER PLAT  
(M) - AS MEASURED  
(D) - PER DESCRIPTION  
(C) - AS CALCULATED  
O.L. - ON LINE  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.D. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.B. - PLAT BOOK  
O.R.B. - OFFICIAL RECORDS BOOK

M.B. - MAP BOOK  
P.R.C. - POINT OF REVERSE CURVE  
R.P. - RADIUS POINT  
R. - RADIUS  
L. - LENGTH OF ARC  
S.E. - SIDEWALK EASEMENT  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
L.E. - LANDSCAPE EASEMENT  
A.E. - ACCESS EASEMENT  
M.E. - MAINTENANCE EASEMENT  
P.E. - POOL EASEMENT  
C.F. - CHAIN LINK FENCE LINE +/-  
W.F. - WOODEN FENCE LINE +/-  
V.F. - VINYL FENCE LINE +/-  
A.F. - ALUMINUM FENCE LINE +/-  
O.F. - OVERHEAD LINE +/-

P.A.V. - PAVED  
B.R. - BRICK  
P.D.L. - POINT OF DELINEATION  
P.O.L. - POINT OF LINE  
R.W. - RIGHT-OF-WAY  
P.P. - POWER POLE

This is a digitally signed and sealed drawing of a boundary survey prepared under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 51-17 F.A.C. pursuant to section 472-027 Florida statutes. Easement in green to remain in effect to allow for underground service. Mo  
RODNEY W. JACKSON,  
PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



**item type**

Public Hearings: Non Quasi-Judicial Matters

**meeting date**

February 11, 2026

**prepared by**

Rene Cranis, City Clerk

**approved by****subject**

Ordinance 3364-26 - Amending Chapter 2 - Article III Subsidiary Boards of the City of Winter Park (2nd reading)

**motion | recommendation**

Provide recommendations to draft ordinance amending advisory boards.

**background**

Section 2-48 (m) of City Code calls for the sunset of the advisory board unless required by statute or charter every five years following May 1, 2011, unless the board is renewed by a majority vote of the commission. The next review is due by May 1, 2026.

Staff is recommending the sunset of the Orange Avenue overlap appearance review advisory board. This board was removed from the OAO provisions in 2024.

In the January 14th meeting, the commission directed staff to proceed with the recommended changes summarized below::

- Section 2-48(j) and (k) - Establish board member terms to begin June 1st and end on May 31st. Defined start and end dates will streamline board transitions and allow new commissioners more time for the appointment process, especially during run-off election years. Additionally, the proposed term year will serve as the standard period for tracking both physical and virtual attendance.
- Section 2-48(m) - Revise the process for board evaluation to reflect current practice.
- Section 2-48 (u) - Delete reference to internal rules as they are not required of boards under paragraph (q).
- Section 2-62(2) - Keep Winter Park Beautiful and Sustainable advisory board. Clarify board responsibilities.
- Section 2-63 - Lakes and Waterways board. Add review and approval for seawalls and revetments.
- Section 2-64- Parks and Recreation advisory board. Add member requirements. Revise purpose and duties.



- Section 2-65 - Transportation Advisory Board. Revise matters for board recommendation to the commission.
- Section 2-67 - Public Art Advisory Board. Revise board member requirements. Add language regarding public art funding.
- Section 2-74 Change board to Golf Course Advisory Board to include responsibility for the Winter Park Golf Course (WP9).

The commission also agreed to rename the Winter Pines Golf Course Advisory Board to Golf Course Advisory Board and add responsibilities for the Winter Park Public Golf Course (WP9).

Upon further by staff and city attorney, the following changes were made,

- Section 2-48(m) - Remove requirement for commission approval of board survey questions.
- Section 2-48(q)(3) - Change time for selection of board chair and vice-chair. Board appointments are made in April or May (if there is a run-off in April) with terms beginning June 1st. Selection will be done in either July or August. This allows new members to attend one meeting before selecting the chair and vice-chair. This also accommodates those boards that have moved to bimonthly meetings.
- Section 2-63 - language about board goals was inadvertently deleted. Language has been added.

## **alternatives | other considerations**

## **fiscal impact**

## **attachments**

1. Ordinance 3364-26 - Amending Chapter 2
2. Business Impact Estimate - Subsidiary Board amendments

## **ORDINANCE 3364-26**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE III, OF THE CITY CODE RELATING TO SUBSIDIARY BOARDS OF THE CITY OF WINTER PARK; AMENDING SECTIONS 2-46 THROUGH 2-2-49 TO REVISE GENERAL PROVISIONS GOVERNING THE ESTABLISHMENT, APPOINTMENT, TERMS, PROCEDURES, AND OPERATIONS OF CITY BOARDS AND AD HOC COMMITTEES; AMENDING SECTIONS 2-62, 2-63, 2-64, 2-65, 2-67, AND 2-74 TO REVISE AND CLARIFY THE COMPOSITION, DUTIES, AND PROCEDURES OF CERTAIN ADVISORY BOARDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City has the authority under the City Charter, Section 2(b), Article VIII of the State Constitution, and Section 166.021(1), Florida Statutes, to exercise any power for municipal purposes except where expressly prohibited by law; and

**WHEREAS**, on June 13, 2011, the City Commission adopted Ordinance No. 2843-11 codifying amendments to Article III of Chapter 2 of the City of Winter Park Code of Ordinances regarding the establishment of subsidiary boards of the City of Winter Park; and

**WHEREAS**, Article III of Chapter 2 of the City Code establishes and governs the subsidiary boards of the City of Winter Park, including advisory and quasi-judicial boards that assist the City Commission in carrying out municipal functions; and

**WHEREAS**, pursuant to the City's established practice, the City Commission periodically reviews the structure, composition, and operation of its subsidiary boards to ensure continued effectiveness, efficiency, and compliance with applicable law; and

**WHEREAS**, the City's period five-year review of its advisory boards is to occur in 2026, making it appropriate to evaluate and update the governing provisions in advance of the annual board appointment process; and

**WHEREAS**, certain revisions to Article III are necessary to clarify appointment procedures, term administration, chair and vice-chair selection timing, attendance requirements, and internal operations of City boards in a manner consistent with current practices and administrative needs; and

**WHEREAS**, the amendments further clarify the roles of City boards, promote consistency with Florida law, and improve the City Code without expanding or diminishing the substantive authority of boards beyond that authorized by law; and

**WHEREAS**, the City Commission finds that adoption of these amendments is in the best interest of the public health, safety, and welfare of City residents.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Winter Park, Florida, that:

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2. City Code Amendment. Article III, Section 2-46 of the City Code of Ordinances** is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

**Sec. 2-46. Establishment of city boards.**

There shall be established in this division all boards of the City of Winter Park. If a board is required to be in existence by Florida Statute or City Charter, the section providing for the board shall so provide, as well as any special and/or specific requirements. ~~If, by Florida Statute or Charter there is a requirement with respect to the board that is different than the general rules in this chapter and article, then the requirements of state statute and the Charter shall control.~~ To the extent any requirement imposed by Florida Statute or the City Charter conflicts with the general provisions of this article or chapter, the requirements of Florida law or the City Charter shall control.

**SECTION 3. City Code Amendment. Article III, Section 2-47 of the City Code of Ordinances** is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

**Sec. 2-47. List and size of boards established.**

The general requirements for boards are specified in division 2 herein and the board specific requirements are specified in division 3. Unless otherwise provided by the City Charter, state law, other ordinance or this article, each board shall have seven (7) members. The following boards are established:

- (1) Board of adjustments;
- (2) Civil service board (also sits as the independent personnel review board);
- (3) Code compliance board (which also sits as the nuisance abatement board and performs the functions of a code enforcement board pursuant to F.S. ~~ch.~~ Chapter 162);
- (4) Community redevelopment agency;
- (5) Community redevelopment advisory board;
- (6) Construction board of adjustments and appeals;
- (7) Economic development advisory board;
- (8) Historic preservation board;
- (9) Housing authority board;
- (10) Keep Winter Park beautiful and sustainable advisory board;

- (11) Lakes and waterways board;
- (12) Parks and recreation advisory board;
- (13) Transportation advisory board;
- (14) Planning and zoning board;
- (15) Public art advisory board;
- (16) Utilities advisory board;
- (17) Winter Park Firefighters' pension board;
- (18) Winter Park Police Officers' pension board;
- ~~(19) Orange Avenue overlay appearance review advisory board;~~
- (20) Lake Killarney board
- (21) Winter Pines Golf Course AAdvisory Bboard.

**SECTION 4. City Code Amendment. Article III, Section 2-48 of the City Code of Ordinances** is hereby amended as follows (words that are stricken-out are deletions; words that are underlined are additions):

*DIVISION 2. GENERALLY*

**Sec.2-48. General rules applicable to subsidiary boards and ad hoc committees of the City of Winter Park.**

(a) *Appointment of members.*

- (1) ~~With the exception of Except for the civil service board, and unless as otherwise provided by ordinance, including as may be set forth in this article, pursuant to or this article, the members of all City boards shall be appointed in accordance with Section 2.19(a)(c), and (c) of the City Charter. the members of all boards of the city shall be appointed as described in Section 2.19(a), City Charter generally at the second regular city commission meeting occurring after the mayor or city commissioner responsible for making an appointment(s) is sworn in for a new term of office; Appointments are generally made at the second regular City Commission meeting following the swearing-in of the mayor or city commissioner responsible for the appointment; however, provision does not prevent the mayor or city commissioner from delaying a decision on appointments for which they have responsibility. nothing herein shall require the mayor or a city commissioner to make an appointment at said meeting and deferral of appointment decisions are expressly permitted. this~~
- (2) For boards and ad hoc committees appointed pursuant to Section 2.19(a), City Charter, each membership position on a city board and ad hoc committee will shall be assigned designated seat numbers 1 through 7. Seats number 1 through 4 will be those positions appointed by each of the city commissioners with the same corresponding seat number holding the corresponding seat number (e.g., city commissioner holding seat no. 1 will appoint seat no. 1 on



each city board and ad hoc committee, etc.). Seats 5 through 7 ~~will be those positions appointed by the mayor.~~ shall be appointed by the mayor.

- (3) When considering appointments, the mayor and city commissioners should take into consideration ~~for applicable boards or ad hoc committees as set forth in this article, any qualifications, specialized knowledge, professional experience, or vocations required or desired for persons serving on boards or ad hoc committees.~~ Al background identified in this Article as desirable or otherwise deemed required for service on the applicable board or ad hoc committee.
- (4) The city commission may adopt rules governing the ~~process for making nominations and appointments to board~~ process for boards and ad hoc committee positions appointed by the city commission as a body, provided such rules are not inconsistent with general law, the City Charter, or applicable ordinances. ~~to the extent not inconsistent with general law, the Charter or any ordinance.~~
- (b) *Removal of members.* ~~Members of city boards and ad hoc committees are subject to removal, with or without cause, at any time.~~ may be removed at any time, with or without cause. Members of city boards or ad hoc committees whose seats are appointed by the mayor shall serve at the mayor's pleasure. Members of city boards or ad hoc committees whose seats are appointed by a city commissioner shall serve at the pleasure of the city commissioner holding the commission seat that appointed the member. Members of city boards or ad hoc committees whose seats are appointed by the city commission shall serve at the pleasure of the city commission. This provision is intended to be supplemental to, and not in conflict with, the provisions of F.S. § 112.501, Florida Statutes, concerning which concerns the procedure for removal or suspension of a member of a municipal board for cause. ~~In instances when~~ To the extent a member is removed for cause, the City shall comply with processes and procedures as outlined ~~procedures in F.S. § 112.501, Florida Statutes.~~ shall apply.
- (c) *Resignations.* Members of all boards and ad hoc committees shall be entitled to resign at any time by delivery of written notice thereof to the city ~~commission~~ clerk and to the mayor or appointing commissioner, as applicable.
- (d) *Quorum.* A quorum shall be established if at least a majority of the total board or ad hoc committee membership is in attendance at a the meeting. There must be at least a majority of the total board in physical attendance at a meeting in which a quasi-judicial decision of the board is made; once a physical attendance quorum is established other members of the board may attend the meeting virtually and participate and vote on quasi-judicial decisions, as permitted by law. A board or ad hoc committee member who has declared a voting conflict and abstains from voting shall count ~~for establishing~~ to establish the quorum if that member is present at the meeting. For a motion to be approved, at least a majority of the members present at a board or ad hoc committee meeting in which a quorum has

been established must vote in favor of such motion; except that the provisions of this sentence do not apply to boards requiring a different minimum vote requirement as set forth in other portions of this article or as otherwise required by law. If a quorum is not present, the members of a board or ad hoc committee in attendance at a meeting may take action to continue agenda items to a future meeting and adjourn the meeting for lack of quorum. ~~So long as~~ Provided the a meeting is properly noticed and conducted ~~is in~~ compliance with the requirements of the Sunshine Law, less than a quorum of a board or ad hoc committee may meet for the purposes of discussion only, so long as there is no action or vote taken at such meeting, and the ~~issue discussed~~ discussion does not concern a ~~is not a quasi-judicial matter that was scheduled as a public hearing item.~~ scheduled for public hearing.

- (e) *Applicability of rules of ethics.* No member shall take any action or cast any vote if such vote or action is prohibited by a standard of conduct or voting conflict of interest as defined or prohibited in the Code of Ethics for Public Officers and Employees, or as set forth in stated in F.S. ch. 112 Chapter 112, Florida Statutes, or that otherwise violates the City Code or the City Charter. A member must abstain from voting on any measure which would inure to their special private gain or loss, or which the member knows would inure to the special private gain or loss of any principal by whom they are retained, of the parent organization or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. Prior to the vote, the member shall publicly announce the nature of their interest and file a memorandum of voting conflict within 15 days after the vote, in accordance with Florida law and applicable provisions of the Florida Code of Ethics for Public Officers and Employees. ~~or if such action or vote is in violation of the Code of the City of Winter Park.~~ The city attorney will shall conduct annual board orientation providing board members training in the areas of open government, public meetings, public records, ethics, ex parte communications, quasi-judicial proceedings and related matters.
- (f) *Financial disclosure.* ~~Members of certain boards are required to file a financial disclosure statement of financial interest or other other financial disclosure in a manner that complies with financial disclosure as set forth in pursuant to F.S. § 112.3144 or F.S. § 112.3145, Florida Statutes, shall timely file such disclosures with the filing officer designated by the City Code and in the manner provided by the City Code. . The city clerk will~~ shall monitor compliance in accordance with state statute and may, at its sole discretion, provide administrative assistance. ~~Any member not complying with financial disclosure requirements will be removed from the board.~~ Failure to timely file the required financial disclosure(s) shall constitute grounds for removal from the board. Prior to the removal, the member shall be provided with written notice and a reasonably opportunity to be heard, consistent with applicable law.
- (g) *Vacancies.* When a vacancy occurs on ~~in a~~ City board or ad hoc committee, the mayor, the city commissioner, or the City Commission, as applicable, shall appoint a qualified individual to fill the vacancy as promptly as practicable. Any

appointment made to fill a vacancy shall be for the unexpired portion of the term. ~~member seat occurs, the mayor, the city commissioner or the city commission as~~ body who is responsible for appointing that member's seat or position shall promptly appoint a person to fill the vacancy. A vacancy shall be filled for the unexpired term of the member whose term becomes vacant.

- (h) *Representation by member of third parties.* No member of a city board or ad hoc committee shall represent a third party in any proceeding before such the board or ad hoc committee on to which the member belongs. serves.
- (i) *Role and responsibility of members of subsidiary boards of the City of Winter Park.* Members of subsidiary municipal boards possess and shall exercise only such authority as is expressly granted by general law, the City Charter, or City Ordinances. ~~have such authority as provided by law, including ordinances of the City of Winter Park and the City Charter.~~ No member of a board shall exceed his or her delegated authority, and except to the extent Florida law, a City, or an ordinance, or a City Charter provision expressly requires the board to perform an adjudicatory function as a quasi-judicial board, the function and duty of each subsidiary board and the members of those boards is limited to acting in an advisory capacity only, by which the members of the various city boards are authorized to receive and gather information, attend board meetings, and apply their best efforts to render advice and recommendations to the commission of the City of Winter Park in the interest of the city and its residents. Although city boards may make recommendations concerning provisions of the City Code, no member of ~~a city board shall,~~ by virtue of such office, have the authority to represent the City of Winter Park in enforcement actions or to exercise executive or administrative authority unless expressly provided by law. ~~any action to enforce the City Code or any provision thereof.~~
- (j) *Term in office and reappointment.* Unless otherwise required by Florida Statutes, City Charter or as otherwise provided by ordinance, ~~each member of the city's boards shall have a term that begins June 1 and ends May 31 generally overlapping with the term of office of the mayor or city commissioner's seat that appoints such board seat. Other than annual appointments, board member's term shall start from the date of appointment and end upon their resignation, removal from the board or end of their term. A person may serve up to two consecutive terms on the same city board. Following a break in service of at least one year, a former member may be appointed again to the same board subject to the limitation expressed herein. The serving of a partial term of office on a city board due to filling a vacancy shall not count towards the term limits set forth in this subsection.~~ board member terms shall generally begin on June 1 and end on May 31 and shall correspond to the term of office of the appointing Mayor or City Commissioner. Except for annual appointments, a board member's term shall commence on the date of appointment and shall expire at the earliest of: (1) appointment of a successor; (2) 75 days after the end of the term of office of the appointing Mayor or City Commissioner; or 3) the member's resignation or removal. No person shall serve more than two (2) consecutive full terms on the same City board. After a break in service for a period

of no less than a calendar year, a former member may be appointed to the same board, subject to the limitations of this subsection. Service of a partial term due to appointment to fill a vacancy shall not be counted toward the term limit.

- (k) Attendance, virtual participation. Each member of a city board or ad hoc committee shall be automatically terminated from the board if the member misses three consecutive meetings, or if the member is absent from more than 50 percent of the scheduled meetings of the board in a term year any one-year period commencing on June 1 and ending on May 31 of the following year. Upon termination under this subsection, the appointing mayor or city commissioner shall be notified of the termination, and the vacancy shall be filled promptly in accordance with this Article. ~~Should a board or committee member be terminated, the appointing mayor/commissioner shall be notified and reappoint promptly.~~ Each member of a city board may participate in a meeting virtually up to three (3) times during any one-year period commencing on June 1 and ending on May 31 of the following per term year, subject to applicable law and any rules of procedures adopted governing virtual attendance. ~~subject to rules and procedures as may be adopted governing virtual attendance.~~ A member ~~desiring seeking~~ to attend a meeting virtually must provide advance notice to its board's staff liaison ~~advance notice of the member's desire to attend a meeting virtually.~~ In accordance with established procedures.
- (l) *Meeting procedure.* Unless otherwise prescribed by the ordinance or City charter, advisory boards shall follow the following meeting procedures:
- (1) All meetings of the board shall be in accordance with the Sunshine Law, F.S. § 286.011, and the records thereof shall be public records as required by F.S. ch. 119 unless the record is specifically subject to a statutory exemption.
  - (2) Board will follow a standardized agenda format provided by the city clerk's office.
  - (3) Development of the agenda packet is the responsibility of the staff liaison. Discussion/action items may be added to an agenda by the following methods:
    - a. The city commission will submit to the boards a slate of topics to be addressed.
    - b. From time to time, the commission may request a specific task be considered for advice to the commission by the board.
    - c. Individual board members may suggest a topic for discussion or analysis during a meeting and if a quorum of the board agrees to hear the topic it will be introduced for discussion in a subsequent meeting.
    - d. The staff liaison may place items on the agenda for information to, or action by, the board.



- (4) Agenda packets should be published and distributed one week before the meeting, but no less than three business days before the day of the meeting.
- (5) Each board's staff liaison shall be responsible to keep minutes of its proceedings as required by law, showing at a minimum the date, time and place of the meeting, members physically in attendance, appearing by virtually, and absent, and also showing each matter discussed, moved, and voted upon. The records of each matter voted upon shall show the vote of each member on each question, and those members absent or abstaining or otherwise failing to vote. All such records shall be kept, and the minutes and records of official actions shall be public records and retained in the office of the city clerk.
  - a. Minutes shall be made available to the public within 30 days of the meeting.
- (6) All subsidiary boards shall allow for public comment in the manner required by ~~Chapter 2013-227, Laws of Florida.~~ § 286.0114, Florida Statutes.
  - a. Advisory boards will accept public comment virtually on general, non-quasi-judicial matters.
  - b. ~~Quasi-judicial boards will only accept public comment on quasi-judicial matters at the meeting. Specifically, members of the public may not comment virtually on a quasi-judicial matter.~~ shall accept public comment on quasi-judicial matters only at the meeting and only in person; virtual public comment shall not be permitted for quasi-judicial proceedings.
- (7) From time to time, an advisory board may choose to ~~have a~~ conduct work sessions and/or or subcommittee meetings to develop recommendations for consideration by the full board. Such meetings shall be properly noticed, minutes shall be kept, and approval of those minutes by the full board shall not be required. ~~of a smaller group of members to discuss and consider recommendations to the advisory board as a whole. The work session or subcommittee meetings require minutes, but do not require the minutes to be approved by the entire advisory board.~~
- (m) *Evaluation process.* ~~Each city board~~ The city manager shall make provision de for an annual self-evaluation process by which it- board members and the individual board members are evaluated, and the activity and accomplishments of their each board shall ~~thus be annually evaluated and the results shall be reported to the commission. The city manager shall work with the presiding officer or designee of each city board to ensure that the report concerning the evaluation of each board member and each board is presented to the city commissioner prior to the first day of April each year to insure that the information is available before the annual appointment of members at the first meeting in May of each year. The city manager shall develop a standardized evaluation city form and format applicable to all City boards. for evaluations that will be used for each subsidiary board of the~~

~~city. The city manager shall recommend the evaluation instrument and format and the city commission shall approve the same with such revisions as the commission determines may be appropriate.~~

- (n) *Ad hoc committees.* The city commission may, from time to time, establish by resolution or ordinance certain committees of an ad hoc nature to study a particular issue. In accordance with ~~s~~ Section 2.19(c), City Charter, an ordinance creating an ad hoc committee may specify the number of positions on such ad hoc committee and how appointments to such ad hoc committee are to be made in a manner that may differ from the provisions of this article. An ad hoc committee will have a limited scope of responsibility and will address only the issue(s) or issues designated, and following the study of such matter(s) shall report their findings and recommendations to the City Commission. ~~of their work to the commission with recommendations.~~ Unless otherwise established by the ~~c~~City ~~c~~Commission or extended by action of the commission, no ad hoc committee shall continue in existence beyond 180 consecutive calendar days following the effective date of the resolution or ordinance providing for the establishment of the ad hoc committee.
- (o) *Sunset of boards unless a board is required by s Statute or Charter.* Except for those boards that are required to be in existence pursuant to Florida Statute or City Charter, each city board shall sunset and terminate every five (5) years following May 1, 2011, unless the board is renewed by a majority vote of the ~~City~~ ~~c~~Commission. ~~This will allow the commission to evaluate the effectiveness and need for the particular board on a regular basis. Notwithstanding this provision, any advisory board may be terminated at any time by a majority vote of the city commission, unless such board is required by Florida Statute or Charter. review is intended to allow periodic evaluation of the necessity and effectiveness of each board.~~ The following quasi-judicial boards will not sunset: board of adjustments; planning and zoning; construction board of adjustments and appeals; code compliance; civil service; lakes and waterways board and lake killarney board (to the extent it hears stormwater fees appeals); and the historic preservation board (to the extent it acts in a quasi-judicial capacity with respect to recommendations for or against rezonings, demolitions, developments, lot splits, lot consolidations or conditional uses that could impact historic resources identified in the Florida Master Site File Survey of the City of Winter Park, reviews applications for certificates of review for designated landmarks, resources and property within designated districts, or approves variances appropriate for the preservation of historic resources in conjunction with applications for certificates of review). Additionally, without first complying with or satisfying legally imposed conditions, the community redevelopment agency and the housing authority may not be abolished, except in compliance with all applicable statutory requirements.
- (p) *Expenses and reimbursement.* No member of any board shall receive a salary or fee for service as a member. However, the city manager may authorize reimbursement of necessary expenses for ~~travel, per diem or other expenses if the same are documented in advance and approved by the city manager in writing in advance of the member incurring such expense while on official business for the~~

~~city, it being a requirement that no expense will be reimbursable unless it is reasonably related to city business performed by a member of a subsidiary board of the City of Winter Park, including travel and per diem, incurred in connection with official city business, provided that:~~

- ~~1) The expense is reasonably related to the performance of official board duties;~~
- ~~2) The expense is documented in advance; and~~
- ~~3) The expense is approved in writing by the city manager prior to being incurred.~~

No expense shall be reimbursed unless it satisfies all requirements of this subsection and applicable city policy.

(q) *Internal rules of conduct.*

- (1) Each board shall comply with the rules established by City Code, Charter or adopted City policies.
- (2) Each board may adopt such rules as are necessary ~~to~~ for the conduct of its business, provided such rules are not inconsistent with general law, the City Charter, or City Ordinances.
- (3) Each board shall annually elect a chair and vice-chair ~~from~~ among its members. ~~its membership on an annual basis.~~ Election of the chair and vice-chair will take place ~~at the second meeting~~ following the commission's annual board appointments, no later than the board's August meeting. Vacancies in the position of chair or vice-chair should be filled at the subsequent next regular meeting of the board following the occurrence of the vacancy.
- (4) The city manager, city attorney and/or a designated city staff member shall be reasonably available, upon request, to provide technical support and advice or legal assistance to assure ensure each board's compliance with applicable law. ~~that it is operating in conformance with the requirements of law.~~

(r) *Order and decorum.*

- (1) The members shall maintain and preserve order and decorum and not disrupt the meeting proceedings.
- (2) Members of the public attending board meetings shall observe the same rules of order and decorum applicable to the board members and shall not disrupt the proceedings.

(s) *Residency requirement.* Unless non-residency in the City of Winter Park is expressly required by a requirement of the City Charter, Florida Statutes, or division 3 hereof of this article, the city commission and its members shall appoint residents of the City of Winter Park to city boards. appointments to City boards shall be limited to the residents of the City of Winter Park.

- (t) *Provision of legal and staff services.* To the extent not specifically mentioned in division 3 of this chapter and article, a subsidiary board of the City of Winter Park ~~may request from the city manager that the city manager direct staff or the city attorney to provide technical and legal support to the board with respect to such matter or matters that may be identified by the board.~~ may request that the city manager direct city staff or the city attorney to provide technical or legal assistance related to matters within the board's scope of authority.
- (u) *Frequency of meetings.* Unless otherwise provided with respect to a specific board of the City of Winter Park, each board shall ~~provide in its internal rules of procedure establish~~ the frequency and schedule for its meetings. The board shall notify the city clerk and city manager in writing with respect to the schedule of meetings established by such board. Unless a board determines otherwise for good cause, it shall meet monthly. ~~However, if it is not necessary to hold monthly meetings to conduct the business of the board, the board shall provide for an alternative schedule of meetings. If monthly meetings are not necessary to conduct board business, the board shall adopt an alternative meeting schedule of which the board shall notify of and provide to the City Clerk and City Manager in writing.~~
- (v) *Fundraising.* Each city board shall have the role and function with respect to fundraising to explore opportunities and to give advice and make recommendations to the city commission, and in all instances the city commission shall be the responsible entity to enter specific fundraising programs on behalf of the City of Winter Park. may explore fundraising opportunity and make recommendations to the City Commission. Authority to enter into fundraising programs or related agreements on behalf of the City is reserved exclusively to the City Commission.

**SECTION 5. City Code Amendment. Article III, Section 2-49 of the City Code of Ordinances** is hereby amended as follows (words that are stricken-out are deletions; words that are underlined are additions):

**Sec. 2-49. Divisions 1 and 2 apply to all city boards.**

Except as otherwise expressly provided in division 3, with respect to a specific board, the City Charter, or Florida Statutes, the requirements governing city boards stated in divisions 1 and 2 of this article shall apply to each city board. ~~set forth in divisions 1 and 2 of this article shall apply to all City board.~~

**SECTION 6. City Code Amendment. Article III, Section 2-62 of the City Code of Ordinances** is hereby amended as follows (words that are stricken-out are deletions; words that are underlined are additions):



### ***DIVISION 3. DESCRIPTION, DUTIES AND PROCEDURES OF EACH CITY BOARD***

\*\*\*

#### **Sec. 2-62. Keep Winter Park Beautiful and Sustainable advisory board.**

Pursuant to the authority of the city commission, there is established ~~with the City of Winter Park, a the~~ Keep Winter Park Beautiful and Sustainable advisory board, subject to the following provisions:

- (1) *Membership.* The number of members and the procedures for appointments thereof shall be in accordance with the provisions in ~~d~~Divisions 1 and 2 of this Article. One (1) of the three mayoral appointments ~~may be a non-resident with strong ties to the city and with documented sustainability expertise.~~ mayor's appointments may be a non-resident of the City who has strong ties to the City and documented expertise in sustainability.
- (2) *Advisory board.* The Keep Winter Park Beautiful and Sustainable Advisory Board is an advisory board, and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendation to the city commission concerning matters related to ~~the environmental, economic, and social sustainability of the City of Winter Park.~~ protecting natural resources, strengthening community engagement, and enhancing quality of life, ensuring that the City grows sustainably and responsibly for generations to come. The Keep Winter Park Beautiful and Sustainable Advisory Board shall have no adjudicatory or enforcement authority.
- (3) *Procedures.* The procedures and rules for operation of the Keep Winter Park Beautiful and Sustainable Advisory Board shall be in accordance with the general requirements ~~stated in~~ of divisions 1 and 2 of this article.

**SECTION 7. City Code Amendment. Article III, Section 2-63 of the City Code of Ordinances** is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

#### **Sec. 2-63. Lakes and waterways advisory board.**

Pursuant to the authority of the city commission, there is established within the City of Winter Park a lakes and waterways advisory board subject to the following provisions:

- (1) *Membership.* The number of members and the procedures for appointment thereof shall be in accordance with the provisions of divisions 1 and 2 of this article.
- (2) *~~With exception this is an advisory board.~~* The lakes and waterways advisory board is an advisory board ~~with one exception, and shall, after receiving such information as it deems appropriate, and following due deliberation in~~

accordance with its internal rules and procedures, give advice and recommendations to the city commission related to the protection and improvement of the city's lakes and waterways, with the goal of fostering, maintaining and improving the public stewardship, protection, and long-range planning and careful oversight of the implementation of improvement projects for lake and stormwater management. And shall provide advice and recommendations to the City Commission concerning the protection, management, and improvement of the City's lakes and waterways, including stormwater planning and lake-management initiatives, with the goal of fostering, maintaining and improving the public stewardship, protection, and long-range planning. and careful oversight of the implementation of improvement projects for lake and stormwater management. The city acknowledges that the lakes and waterways within the city are a natural resource of great significance. As an exception to the general rule that this is an advisory board, the city commission may, by ordinance or resolution, assign a quasi-judicial function to this board with respect to appeals of decisions related to stormwater fees and concerning review and approval of proposed seawalls, revetments, docks and boathouses under chapter 114. The City Commission may, by ordinance or resolution, assign limited quasi-judicial authority to the Board with respect to: (1) appeals of stormwater fee determinations; and (2) review and approval of seawalls, revetments, docks, and boathouses as provided by Chapter 114.

- (3) *Quasi-judicial proceedings with respect to stormwater fees and appeals thereof.* To the extent the city commission by ordinance or resolution shall provide that this board will sit as a quasi-judicial body and consider appeals from decisions related to stormwater fees, then in such cases the board shall conduct the quasi-judicial proceedings in conformance with the requirements of Florida law. be substantively and procedurally governed by requirements as set forth in applicable provisions of the City Code, including Chapter 102, Section 102-156 through 102-264 as amended and consistent with Florida law. The city manager and city attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the board is in accordance with the requirements of Florida law. In such proceedings, the board shall be governed by the substantive and procedural requirements set out in the City Code, including those provisions set out in chapter 102, sections 102-156 through 102-164, as these provisions may be amended by the city commission. The provisions hereof are deemed to be incorporated by reference into eChapter 102 of the City Code, relating to stormwater fees and appeals from decisions related to stormwater fees.
- (4) *Quasi-judicial proceedings with respect to docks and boathouses.* To the extent the eCity eCommission by ordinance or resolution shall provide that the lakes and waterways advisory board will sit as a quasi-judicial body and consider approval of proposed seawalls, revetment, docks and boathouses, then in such cases the board shall conduct the quasi-judicial proceedings in

conformance with the requirements of Florida law. The city manager and city attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the lakes and waterways advisory board is in accordance with the requirements of Florida law. In such proceedings, the board shall be substantively and procedurally governed by the ~~substantive and procedural~~ requirements set out in the City Code including ~~those provisions set out in chapter 114, as these provisions may be amended by the city commission.~~ Nothing herein shall be a limitation on the City Commission's authority to amend otherwise applicable provisions. Any substantially affected person or persons aggrieved by any decision of the ~~Lakes and w~~Waterways ~~a~~Advisory bBoard (including, without limitation, the city) concerning a seawall, revetment, dock or boathouse, may apply to the circuit court for Orange County, Florida, for judicial relief within 30 days after rendition of the decision by the lakes and waterways advisory board. Review in the circuit court shall be by petition for writ of certiorari.

- (5) *Procedures.* The procedures and rules for operation of the lakes and waterways advisory board shall be in accordance with the general requirements stated in ~~d~~Divisions 1 and 2 of this article~~7.~~ When conducting quasi-judicial proceedings, the board shall comply with all procedural and substantive requirements of Florida law if said quasi-judicial proceedings is held pursuant to a City ordinance or resolution, and in accordance with the requirements under Florida law. ~~for quasi-judicial proceedings when the board hears appeals from stormwater fee decisions if such appeals are referred to the board pursuant to city ordinance or resolution.~~

**SECTION 8. City Code Amendment. Article III, Section 2-64 of the City Code of Ordinances** is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

- (1) *Membership.* The parks and recreation advisory board shall be established in accordance with the requirements in divisions 1 and 2 of this article. Members shall be residents of the city. The membership of the parks and recreation advisory board shall, whenever possible, include if reasonably available, a (1) landscape architect, (2) a representative from the boards of either Winter Park Babe Ruth or Winter Park Pop Warner that resides within the City of Winter Park, (3) a representative from Winter Park High School Athletics, (4) a representative from the Mead Botanical Gardens Inc organization or Winter Park Public Library, and (5) residents representative of the entire community.
- (2) *Advisory board.* The parks and recreation advisory board is strictly an advisory board and shall have no adjudicatory or enforcement authority. If any provision of the Code requires processing of any matter through the parks and recreation advisory board, then the purpose of such requirement is for the parks and recreation advisory board to consider the request and ~~to give advice to advise the city manager and city commission (if the matter will reach the city commission),~~ if the matter will reach the City Commission. The purpose

and nature of such proceeding will be purely advisory and not be quasi-judicial in nature.

- (3) *Purpose and duties.* The parks and recreation advisory board shall promote the parks and recreation programs of the city and will guide, advise, and recommend to the city commission policies and actions regarding the promotion, planning, design, construction and utilization of city parks and recreation programs. The duties of the parks and recreation board will generally be to:
- a. Advise and assist the ~~eCity eCommission, the city manager~~ and the various boards of the city in all matters involving or affecting parks and recreation.
  - b. The parks and recreation advisory board shall recommend policies for the improvement, creation, improvement, use and maintenance, and use of city parks and recreation programs.
  - c. The parks and recreation advisory board shall recommend budgetary priorities and or special appropriations for related to parks and recreation programs.
  - d. The parks and recreation advisory board shall recommend long-range plans for the future growth, development, use and beautification of city parks.
  - e. ~~The parks and recreation advisory board shall periodically provide the city commission the public regarding the programs and facilities related to parks and recreation.~~

**SECTION 9. City Code Amendment. Article III, Section 2-65 of the City Code of Ordinances** is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

**Sec. 2-65. Transportation advisory board.**

There is established within the City of Winter Park, pursuant to the provisions hereof, a transportation advisory board, subject to the following provisions:

- (1) *Membership.* The transportation advisory board shall be established pursuant to the provisions in of divisions 1 and 2 of this article. To the extent reasonably possible, the membership shall include a transportation professional engineer with experience in developing construction plans and a professional planner with experience with projects involving transportation.
- (2) *Advisory board.* The transportation advisory board is an advisory board and shall have no enforcement or adjudicatory power or responsibility. The provisions of division 1 of this chapter and article shall apply with respect to the operations of the ~~the~~ Transportation advisory board.



- (3) *Function and responsibilities.* The transportation advisory board shall meet and provide for its internal governance procedures as provided in divisions 1 and 2 of this article. The responsibility of the transportation advisory board shall be the following:
- a. To receive information, deliberate and provide advice and recommendations to the City Commission on matters concerning and following deliberation, make recommendations and give advice to the city commission concerning opportunities for improvement, maintenance, construction and facilitation of transportation (pedestrian, bicycle, public transportation, automobiles, freight, etc.) methods, infrastructure and issues in the City of Winter Park. infrastructure and systems within the City, including pedestrian, bicycle, public transit, automobile, and freight transportation
  - b. The transportation advisory board, following receipt of information and deliberation, shall ~~determine~~ recommend ways in which transportation methods may be improved, enhanced and ~~made safer within the City of Winter Park.~~ increase the safety of transportation methods and facilities within the City of Winter Park.
  - c. Following the receipt of information and deliberation, the ~~t~~Transportation ~~a~~Advisory ~~b~~Board shall recommend to the ~~e~~City ~~e~~Commission ideas for promoting safe multi-modal transportation and complete streets principles within the in the City. of Winter Park.
  - d. The transportation advisory board shall ~~provide education to the public and the city commission concerning the current infrastructure for multi-modal transport and complete streets in the City of Winter Park and the ways in which that infrastructure may be used safely for the enjoyment and benefit of the citizenry.~~ make recommendations to the City Commission regarding infrastructure for multi-modal transportation and complete streets within the City of Winter Park, and the ways in which said infrastructure and related services may be used safe for the enjoyment and benefit of the citizenry. The board shall also make recommendations to the City Commission on methods for increasing public awareness on these matters.
  - e. The transportation advisory board shall serve the functions of the pedestrian and bicycle advisory board as set forth in policy 2-1.5 of the comprehensive plan and any implementing land development codes or regulations thereto.

**SECTION 10. City Code Amendment. Article III, Section 2-67 of the City Code of Ordinances** is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

## **Sec. 2-67. Public art advisory board.**

There is established within the City of Winter Park, pursuant to the provisions hereof, a public art advisory board, subject to the following provisions:

- (1) *Membership.* The public art advisory board shall be established in accordance with the requirements of divisions 1 and 2 of this article. The procedures set out in divisions 1 and 2 of this article shall control the operation of the public art advisory board, subject to the specific provisions hereinafter provided. If reasonably available, consideration shall be given to include in the membership of the public art advisory board an architect, including a landscape architect, an artist, a resident or non-resident representative from a museum or art gallery located within the city, an experienced business person and a resident representative of the residential community with public art-related experience.
- (2) *Advisory board.* The public art advisory board is an advisory board and shall have no adjudicatory or enforcement responsibilities or authority.
- (3) *Responsibilities and function of the public art advisory board.* The public art advisory board shall set out its rules for conducting business in accordance with the requirements of divisions 1 and 2 of this article, and following the receipt of information and deliberation, the public art advisory board shall have the following responsibilities and scope of service:
  - a. Following the receipt of data from various sources and deliberation, the public art advisory board shall ~~provide advice~~ advise and make recommendations to the ~~City~~ Commission for the siting of public art, and in making these recommendations, the public art advisory board shall endeavor to perform visual inspections of sites to ascertain the physical, cultural and historical aspects of sites being recommended to the ~~City~~ Commission.
  - b. The public art advisory board shall develop and facilitate a composite map identifying signature opportunities within the city for public art.
  - c. The public art advisory board shall interview and recommend public art projects as well as ~~and~~ assist in the selection of artists for possible ~~potential~~ public art projects. In doing so, the public art advisory board's conduct is strictly that of an advisory board created to provide recommendations to the City Commission. ~~but in such respect, the action shall be strictly as an advisory board for the purpose of making recommendations to the city commission.~~
  - d. The public art advisory board shall develop a public arts action plan, which is to provide and recommend to the city manager and City Commission ~~and recommend the same to the city manager and city commission~~ for the implementation of educational and organizational opportunities related to and concerning public art.

- e. The public art advisory board shall establish and maintain liaison with other public and private agencies involved with public art.
- f. The public art advisory board shall advise the eCity eCommission and city manager-in on all matters involving or affecting public art.
- g. The public art advisory board shall periodically inform the eCity eCommission and the general public regarding-on programs involving public art within the City. of Winter Park.
- h. The City Manager may implement public art projects recommended by the public art advisory board that are approved by the city manager and City Commission by utilizing the public art dedicated funding source allocated for the commissioning, acquisition, installation, maintenance, and promotion of public art.

**SECTION 11. City Code Amendment. Article III, Section 2-72 of the City Code of Ordinances** is hereby repealed as follows (words that are stricken out are deletions; words that are underlined are additions):

**Sec. 2-72. Orange Avenue overlay appearance review advisory board.**

Pursuant to the authority of the city commission, there is established within the City of Winter Park, an Orange Avenue Overlay (OAO) appearance review advisory board, subject to the following provisions:

- (1) ~~Membership.~~ There shall be five voting members of the OAO appearance review advisory board. Three of the five members of the board shall be licensed architects. Two of the five members of the board shall have or be retired from the following vocations: professional land planner, licensed landscape architect, or licensed professional engineer. The Mayor and the City Commissioners shall each have one appointment to the membership of the OAO appearance review advisory board. Given vocational requirements of board membership, residency within the city is preferred, but not a mandatory requirement for appointment to and service as a member of the OAO appearance review advisory board. Except as otherwise provided in this section, the procedures for appointment and removal of members to OAO appearance review advisory board will be in accordance with division 2 of this article.
- (2) ~~Advisory board functions and responsibility.~~ The OAO appearance review advisory board is an advisory board that is to review and make comments and recommendations on architectural details for proposed development projects as and when specified in the City's land development regulations. In making its comments and recommendations, the OAO appearance review advisory board should consider applicable City adopted architectural guidelines or standards. The comments and recommendations of board are to be transmitted to the Building Official, Director of Planning and transportation, planning and zoning board and city commission for

consideration in rendering their respective recommendations and/or decisions on the applicable development project.

- (3) ~~*Procedures.*~~ Except as otherwise provided in this section or in the land development regulations governing the OAO appearance review advisory board, the procedures and rules for the operation of the OAO appearance review advisory board will be in accordance with the provisions of division 2 of this article.

**SECTION 12. City Code Amendment. Article III, Section 2-73 of the City Code of Ordinances** is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

**Sec. 2-73. Lake Killarney board.**

There is established within the City of Winter Park as contemplated by Ordinance 2528-03, and by the authority of the city commission, a Lake Killarney advisory board. Except as may otherwise be provided in ~~e~~Chapter 114, ~~a~~Article III of the City Code, the provisions of ~~d~~Divisions 1 and 2 of this ~~a~~Article shall apply to the Lake Killarney advisory board and its members. The functions, procedures, and duties of the Lake Killarney ~~a~~Advisory bBoard are as set forth in ~~c~~Chapter 114, ~~a~~Article III of the City Code.

**SECTION 13. City Code Amendment. Article III, Section 2-74 of the City Code of Ordinances** is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

**Sec. 2-74. ~~Winter Pines Golf Course~~ advisory board.**

Pursuant to the authority of the ~~e~~City eCommission, there is created and established the ~~Winter Pines Golf Course~~ advisory board, subject to the following provisions:

- (1) *Membership.* The number of members and the procedures for appointment thereof shall be in accordance with Section 2.19 of the Charter and ~~s~~Section 2-48, of the City Code.
- (2) *~~Advisory board—Functions and responsibility.~~* The golf course advisory board is an advisory board in nature and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the ~~e~~City eCommission concerning the Winter Park Golf Course and Winter Park Pines Golf Course. The board will provide advice on capital improvements, revenue and service/program opportunities, and marketing/branding. ~~Additionally, t~~The board will promote is also tasked with promoting the golf courses and facilities to the Winter Park community. The golf course advisory board shall have no adjudicatory or enforcement authority.

- (3) *Procedures.* The procedures and rules for operation of the golf course advisory board shall be in accordance with the general requirements stated in dDivisions 1 and 2 of this aArticle.

**Secs. 2-75—2-80. Reserved.**

\*\*\*

**SECTION 14. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 15. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 16. Codification.** Sections 2 through 13 of this Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

**SECTION 9. Effective date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

**ADOPTED** this 11 day of February, 2026, by the City Commission of the City of Winter Park, Florida.

---

Mayor Sheila DeCiccio

ATTEST:

---

Rene Cranis, City Clerk



## City of Winter Park, Florida Business Impact Estimate

Posted Date: \_\_\_\_\_

Proposed ordinance's title/reference:

**Ordinance – Amending Chapter 2, Article III, Subsidiary Advisory Boards of the City of Winter Park.**

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.<sup>1</sup> The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance revises the provisions relating to the city's advisory boards governing the establishment, appointment, terms, and procedures of city boards and to clarify roles to ensure effectiveness and efficiency without expanding or diminishing substantive authority of city boards. Adoption of these amendments is the best interest of public health, safety, and welfare of city residents.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

There is no financial impact to businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

None.



## City Commission

# agenda item 14.b

**item type**

Public Hearings: Non Quasi-Judicial Matters

**meeting date**

January 28, 2026

**prepared by**

Randy Knight, City Manager  
Peter Moore, Director of Office of Management and Budget

**approved by**

Randy Knight, City Manager

**subject**

Ordinance - Amending Lease Agreement at the Fairbanks Village Properties (1st reading)

**motion | recommendation**

Approval of the ordinance and lease agreement

**background**

Over the last few years, the City of Winter Park has assembled properties located at the northwest corner of Denning and Fairbanks Avenue. These properties have been acquired to make numerous public improvements to the corner, including stormwater, traffic flow, and enhanced park amenities. These properties cluster around the iconic "sink hole" property that is now called Lake Rose and offer an opportunity to turn this area into a beautified extension of MLK Park. Staff has been working with consultant Dix Hite on conceptual work for improvements to the site and those have been included for comment. At this time, the proposed improvements are conceptual and should be considered a draft as they still need to go through the advisory board process. The CRA has funding set aside to make the above-mentioned improvements in coordination with FDOT, neighboring property owners and stormwater grant opportunities. Additionally, the properties paying rent to the city have created a new revenue source for capital improvement and ongoing maintenance to the site.

The property located at 929 W. Fairbanks Ave, includes a few businesses that are currently leasing from the city and have varying timelines left on their leases. Currently, the nail salon building that occupies the middle of the property is on a six month lease while they look for new space. It is staff's intent that this portion of the structure would then be removed to conform to the draft design concept for the site which contemplates the eastern half of the property as enhanced parking, plaza, and boardwalk space. The tenants making up the western half of the property, including Soseki, Bar Kada and Perla's have a longer lease term and are envisioned to be incorporated into phased improvements to this property. That could include a reorienting of the frontage of the businesses to instead face the park, and make this

an amenity for park goers or those attending events. As it is the city's intention to use the right-of-way along Fairbanks to add turn lanes, this reorientation seems appropriate. As part of planning for the site, the tenant with the long-term lease had a number of amendments that they wanted the Commission to consider.

Currently, the city holds multiple separate leases for the various businesses owned by a single entity and this lease revision seeks to consolidate all those leases into a single document. This will simplify administration but will also allow the tenant to better pursue their liquor licensing with the state. The only new provision being recommended by staff in the consolidated lease is a Right of First Refusal should the City elect to sell the property, preserving tenant continuity while maintaining City control over disposition decisions.

### **Lease Approval – 947, 955, 959 West Fairbanks Avenue**

The proposed lease authorizes a restaurant tenancy at 947, 955, 959 West Fairbanks Avenue (4,866 sq. ft., approximately 82% of the building) beginning January 1, 2026, through February 28, 2027, with two optional two-year renewals.

The tenant will pay \$23.66 per square foot in base rent (\$9,594/month) plus \$10.57 per square foot in CAM/operating costs (\$4,286/month), for a total initial monthly rent of \$13,880. Rent escalates annually by the greater of 3% or CPI. A \$20,000 security deposit is required.

The lease is structured to be financially protective of the City, with full recovery of operating costs, strong insurance and indemnification provisions, and limited City repair obligations. The tenant assumes responsibility for interior maintenance, code compliance, and restaurant-related systems, with the City retaining responsibility for major building systems beyond a defined cost threshold.

### **alternatives | other considerations**

The City Commission does not have to make any lease amendment or can alter any proposal.

### **fiscal impact**

The CRA has approximately \$1.5 million in available project funds for improvements to the corner. At this time, there is no cost estimate for the rendering attached. If this concept meets with consensus, staff will proceed with getting cost estimates and final engineered drawings for formal approval through the city process.

This lease will generate approximately \$166k in annual rental revenue which is used to support the management of the property with surpluses used for site improvements.

### **attachments**

1. Lake Rose Corner - Vision Concept
2. Ordinance - Fairbanks Avenue Lease

3. Ex 1 – Collantes Holdings, LLC. Lease Agreement
4. Business Impact Estimate - Fairbanks Avenue lease



# Final Concept

- ① VEHICULAR CONNECTION TO W. COMSTOCK AVE.
- ② <30" RETAINING WALL
- ③ RELOCATED DUMPSTER
- ④ ASPHALT PARKING
- ⑤ LAKESIDE ARBOR/PAVILION ON PAVERS
- ⑥ EXISTING TREE
- ⑦ PAVER PEDESTRIAN CROSSING (RAISED) W/ VEHICULAR-RATED BOLLARDS
- ⑧ EXISTING RESTAURANT USES
- ⑨ PARKING COURT W/ PERMEABLE PAVING AND POTENTIAL EXFILTRATION INTEGRATION
- ⑩ RAISED CURBS, TYP.
- ⑪ CANTILEVERED BOARDWALK
- ⑫ PEDESTRIAN GATEWAY
- ⑬ KNEE WALL AND LANDSCAPE BUFFER
- ⑭ OVERLOOK
- ⑮ PEDESTRIAN CONNECTIONS TO MLK PARK
- ⑯ PROPOSED TURN LANE
- ⑰ INFORMATIONAL SIGNAGE OPPORTUNITIES
- ⑱ BIKE PARKING

## CONCEPT PARKING DATA:

24' drive lanes  
 9' x 18' parking spaces  
 Raised 6" curbing  
66 parking spaces total



NOVEMBER 2025

DR. MARTIN LUTHER KING, JR. PARK | ENTRY CORNER



# CONCEPT INSPIRATION IMAGES





## **ORDINANCE 3365-26**

### **AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 947, 955, 959 WEST FAIRBANKS AVENUE TO COLLANTES HOLDINGS, LLC FOR USE AS A RESTAURANT, PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

**WHEREAS**, the City owns fee simple title to the improved real property located at 947-959 West Fairbanks Avenue, Winter Park, County of Orange, State of Florida ("Leased Premises"), which is more specifically described as set forth in the Lease, which Lease is attached hereto and incorporated herein as Exhibit 1 ("Lease Agreement"); and

**WHEREAS**, Collantes Holdings, LLC. desires to operate the Leased Premises for a restaurant; and

**WHEREAS**, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to Collantes Holdings, LLC. in accordance with the Lease Agreement attached hereto as Exhibit 1 to this Ordinance.

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

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

**SECTION 2. APPROVAL OF LEASE.** The City Commission of the City of Winter Park hereby approves the Lease Agreement attached hereto as **Exhibit 1** and the lease of the Leased Premises to Collantes Holdings, LLC. The Mayor is hereby authorized to execute the Lease Agreement for and on behalf of the City of Winter Park.

**SECTION 3. AUTHORIZATION.** This Ordinance constitutes the authorization by the City Commission pursuant to Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, for the lease of the Leased Premises.

**SECTION 4. CONFLICTS.** To the extent that any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, this Ordinance will govern and control.

**SECTION 5. CODIFICATION.** No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

**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 11<sup>th</sup> day of February, 2026.

---

Sheila DeCiccio, Mayor

ATTEST:

---

City Clerk Rene S. Cranis

**LEASE AGREEMENT**  
**(City of Winter Park / Collantes Holdings, LLC.)**

This Lease Agreement, dated January 1, 2026, is by and between the City of Winter Park ("Lessor" or "Landlord"), whose address is P.O. Box 776, Winter Park, FL 32790 and Collantes Holdings, LLC. the "Lessee" or "Tenant"), whose address is 522 S. Hunt Club Blvd #156, Apopka, FL 32703.

**WITNESSETH:**

**1. BASIC LEASE PROVISIONS:**

- A. Name of Premises and Address:** 947, 955, 959 West Fairbanks Avenue, Winter Park, FL 32789.
- B. Address for Tenant Notices:** 522 S. Hunt Club Blvd. #156, Apopka, FL 32703. E-mail address for notices is Collantes.Mike@gmail.com. Notice under this Lease may be made by e-mail.
- C. Lessor Address for Payment of Rent:** P.O. Box 776, Winter Park, FL 32790.
- D. Commencement Date:** January 1, 2026.
- E. Expiration Date:** February 28, 2027. Option for extension is defined in Section 3.
- F. Monthly Base Rent:** \$23.66 per square foot (\$9,594.13 per month) plus any applicable sales or use taxes (in the current amount of 0%) for a total Monthly Base Rent's amount of \$9,594.13. Monthly Base Rent shall be collected beginning on January 1, 2026.
- G. Additional Rent ("CAM") and Total Monthly Rent:** From the Commencement Date through December 31, 2026, and pursuant to Sections 1.1 and 5.2, CAM shall be \$10.57 per square foot (\$4,286.14) plus any applicable sales or use taxes pursuant to Section 7 in the current amount of 0%. Therefore, **the starting combined monthly rent (Monthly Base Rent, CAM, and Taxes) is \$13,880.27.**
- H. Leased Area of the Building:** 4,866 square feet.
- I. Tenant's Pro Rata Share of Building and Common Area Annual Operating Costs:** 82% of 5,958 square feet of Building(s), defined collectively as the buildings bearing the following addresses 929-959 West Fairbanks Ave., Winter Park, FL 32789. ("Building(s)"). Based upon the most recent estimation of the annual Operating Costs, Lessee's initial share of such costs for calendar year 2026 will be estimated to be \$51,433.62 or \$10.57 per square foot per year, or \$4,286.14 per month, plus applicable Florida sales tax of 0%. Each year in January, Lessor shall provide Lessee with an accounting to show any shortfalls and/or overages due.
- J. Suite Number(s):** 947-959.
- K. Security Deposit:** \$20,000, of which \$18,030.40 has been paid to date pursuant to the leases referenced in the cover letter to this Lease dated January 1, 2026 ("Prior Leases"), with the remaining \$1,969.60 to be paid on a monthly



basis over the next 24 months of the Lease. At the end of the Lease period, the Security Deposit will be returned to Tenant less any monies needed for repairs or damages. The Security Deposit will not be returned to Tenant if Tenant vacates the unit prior to the end of the Lease period.

**L. Use:** Restaurant.

**M. Guarantors:** N.A.

**N. Miscellaneous:**

- (i) HVAC (existing). At any time that the existing air conditioning unit needs to be repaired, or instead to be replaced at Lessor's discretion, the Lessee shall be responsible for the first \$500 per occurrence, per year, of the cost and Lessor will assume the remaining costs for that occurrence. At such time that the existing unit is deemed inoperable by the Lessor and needs to be replaced, Lessor will assume the cost of the replacement. Lessee has obtained and provided Lessor with a copy of the signed standard maintenance agreement on or before April 30, 2024 pursuant to the Prior Leases.
- (ii) HVAC (future). At any time that any future air conditioning unit needs to be repaired, or instead to be replaced at Lessor's discretion, the Lessee shall be responsible for the first \$500 per occurrence, per year, of the cost and Lessor will assume the remaining costs for that occurrence. At such time that any future HVAC unit is deemed inoperable by the Lessor and needs to be replaced, Lessor will assume the cost of the replacement. Lessee shall obtain and provide Lessor with a copy of the signed standard maintenance agreement on or before the date 15 days after installation.
- (iii) Water Heater. At such time that the Water Heater is deemed inoperable by the Lessor and needs to be replaced, Lessor will assume the cost of the replacement. At any time that the Water Heater needs a repair, or to be replaced, at Lessor's discretion, the Lessee shall be responsible for the first \$500 per occurrence, per year, of the cost and Lessor will assume the remaining costs.

**O. Repairs.** At such time as repairs are required for those items listed in Sections 8.2 (c) and 8.2 (e), Tenant shall be responsible for the first \$500 per occurrence per year.

**P. Parking.** Tenant shall be entitled to 16 dedicated parking spaces in a location to be agreed upon with Landlord. Lessee may add signage in front of spaces at Lessee's expense, the design of which shall be subject to the approval of Lessor in its sole and absolute discretion. Additional parking is shared.

**2. LEASE OF PREMISES:** The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the Premises located at the address stated in Section 1. A. ("the Premises"), upon the terms and conditions contained in this Lease.

**3. TERM AND OPTION TO EXTEND:** The term of this Lease (the "Term") shall commence on the date (the "Commencement Date") in Section ID. The Term shall expire on

the date (the "Expiration Date") stated in Section 1E unless sooner terminated as otherwise provided in this Lease. There shall be two options to renew the Lease. Each option will be for an additional two-year period. Tenant must exercise this option 60 days before the end of the first term and again 60 days before the end of the first optioned two-year term or option will expire and Lessor shall assume that Tenant desires to vacate at the end of the term. The rent increases during the option terms will continue as outlined in Paragraph 6 of the Lease.

**4. USE AND POSSESSION:** It is understood that the Premises are to be used by the Lessee for the purposes stated in Section 1.L., and for no other purpose without the prior written consent of the Lessor. The Lessee shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which: (a) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule; (b) may be dangerous to persons or property; (c) may invalidate any insurance policy held by the Lessor or increase the amount of premiums for any policy of insurance affecting the Building(s), and if any additional amounts of insurance premiums are so incurred, the Lessee shall pay to the Lessor the additional amounts on demand as Additional Rent, as provided in Section 5, provided that such payment shall not authorize such use; (d) may create a nuisance or disturb any other Tenant of the Building(s) or the occupants of neighboring property or injure the reputation of the Building(s); and (e) violates the Rules and Regulations of the Building(s) as may from time to time be provided by the Lessor (the "Rules and Regulations") or any restriction of record. The Lessee, at the expiration of the Term, shall deliver the Premises in good repair and condition, except for reasonable use and ordinary wear and tear.

**5.1 RENT:** The Lessee agrees to pay to the Lessor, at the address specified in Section 1.C., or at such other place designated in writing by the Lessor, the base rent at the initial monthly rate stated in Section 1.F. (the "Monthly Base Rent"), without any prior notice or demand and without any deduction whatsoever. The Monthly Base Rent is subject to adjustment pursuant to Section 6, and as adjusted is called "Adjusted Monthly Base Rent." The Monthly Base Rent and the Adjusted Monthly Base Rent shall be paid monthly in advance on the first day of each month of the Term, except that the first installment of the Monthly Base Rent shall be paid by the Lessee to the Lessor upon acceptance of the Lease. The Adjusted Monthly Base Rent shall be prorated for partial months within the Term. All charges, costs and sums required to be paid by the Lessee to the Lessor under this Lease, in addition to the Monthly Base Rent and the Adjusted Monthly Base Rent shall be considered additional rent ("Additional Rent"), and the Adjusted Monthly Base Rent and Additional Rent shall be collectively called the "Rent." The covenant of the Lessee to pay the Rent shall be independent of every other covenant in this Lease.

**5.2 ADDITIONAL RENT:** In each Lease year, in addition to the Rent specified above, and as Additional Rent, Lessee will pay to Lessor on the first day of each month, Lessee's pro rata share (for the purposes of this Lease, the term "pro rata share" shall be equal to the square footage of the Leased Premises as set forth in Section 2.H. hereof, divided by the total square footage of the Building(s)) of the estimated annual Operating Costs (as hereinafter defined) of the Building(s) and the common facilities and services of the Building(s). Where expenses can be more fairly determined by specific allocations, the specific allocations will be used. This figure shall be adjusted not less frequently than

annually, on a calendar year basis based upon Lessor's reasonable estimate of costs for the next year. Lessee shall have the right to audit Lessor's records supporting the Additional Rent, though no more than once per year. In the event of such an audit, Lessor shall grant Lessee reasonable access and cooperation so that same can be timely completed.

**5.2 OPERATING COSTS:** For purposes of this Section, "Operating Costs" shall mean costs and expenses of any kind actually incurred or to be incurred by Lessor in Lessor's sole judgment and discretion, in connection with the operation, maintenance and repair of the Building(s) and the common facilities including, but not limited to:

- a) Ad valorem and real estate taxes and assessment.
- b) Insurance premiums for all policies of Lessor in any way related to coverage of loss at or protection of improvements located on the Premises including without limitation, coverage for fire and other casualty with all risk, extended coverage and public liability insurance insuring the Premises.
- c) Common area maintenance including, but not limited to, lawn, garden, pesticide, removing garbage and other refuse, and water.
- d) Maintenance and cleaning expenses for Building(s) and surrounding area.
- e) Property management and accounting.
- f) Utilities.
- g) Security, including security systems, lighting and personnel.
- h) Reserves for future costs of any kind.

**6. RENT ADJUSTMENT:** The annual base rent in Section 1.G. will be increased each year during this Lease by 3% of the previous year's rent or the rate of change in the C.P.I. (Consumer Price Index) for the preceding twelve months, whichever is higher.

**7. SALES AND USE TAX:** In addition to the Rent and other amounts due to the Lessor under this Lease, the Lessee shall pay to the Lessor and the Lessor shall remit to the appropriate governmental authorities any sales, use, or other tax, excluding Federal or State income taxes, now or hereafter imposed upon rents, notwithstanding the fact that any statute, ordinance, enactment, or regulation may endeavor to impose any of those types of taxes on the Lessor. Lessee understands that such taxes may change from time to time.

**8.1. REPAIRS BY LANDLORD:** Landlord shall keep (a) the foundation, the roof (including all down spouts and gutters) and the exterior walls of the Premises (except plate glass, doors, door closures, door frames, store fronts, windows and window frames located in exterior Building(s) walls) and (b) the utility pipes, lines, wires, conduits and facilities which serve the Premises and which are located outside the Premises (the "Exterior Tenant Utility Facilities") in good repair, the cost and expenses of which shall be included in Operating Expenses (other than costs and expenses in connection with the Exterior Tenant Utility Facilities, which costs and expenses shall be paid solely by Tenant). Said repairs shall be in a good and workmanlike manner and Landlord shall use commercially reasonable efforts to cause a minimum of interference with the transaction of business. Within fourteen (14) days after demand for payment by Landlord, Tenant shall pay, as Additional Rent, the cost of any

such repairs occasioned by the act or neglect of Tenant, its assignees, sublessees, servant, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invites, licensees, or concessionaires of Tenant's assignees or sublessees, and the cost to repair any damage beyond normal wear and tear caused by or as a result of Tenant's occupancy of Premises. Moreover, Tenant shall be responsible for repairing any damage caused by break-in, burglary, or other similar acts in or to the Premises within the sooner of thirty (30) days or five days of Tenant's receipt of an insurance disbursement thereto. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord; and Landlord shall commence repairs with reasonable speed and within a reasonable time. If Landlord elects by giving notice thereof to Tenant or if Landlord fails to commence repairs within fifteen (15) days, Tenant shall make any repairs that Landlord is required to make at Tenant's expense under this Section 8.1, in which event Landlord shall within fifteen (15) business days of Tenant's notice thereof pay the expenses thereof to Tenant. Except as expressly set forth in this Lease, Landlord shall have no duty or obligation whatsoever for the maintenance, replacement or repair of the Premises, and Landlord shall have no obligation to inspect the Premises.

**8.2 REPAIRS BY TENANT:** Tenant shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and free from any infestation by insects, rodents, or other pests, and, except as provided in Section 8.1, make all needed maintenance, repairs, and replacements of, in or to the Premises, including without limitation all maintenance, repairs, and replacements of in or to: (a) all heating, ventilating, and air conditioning equipment, facilities and systems serving the premises; (b) all exterior and interior portion of all doors, door closures, door frames, windows, window frames, plate glass and store fronts; (c) all plumbing, sewage, electrical and other utility pipes, lines, wires, conduits and facilities serving the Premises which are located within the Premises; (d) all fixtures within the Premises; (e) all sprinkler systems serving the Premises; (f) all interior walls, floors, and ceilings; (g) all repairs, replacements, or alterations required by any governmental requirement or governmental authority including but not limited to the Americans with Disabilities Act; (h) all necessary repairs and replacements of Tenant's trade fixtures required for the proper conduct and operation of Tenant's business, and (i) any Alterations to the Premises undertaken or installed by Tenant; (j) Any Tenant that has a grease trap in their unit will be responsible for at a minimum, an annual cleaning of the grease trap. If at any time during the Term, Tenant shall fail to make any maintenance, repairs, or replacements of, in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make such maintenance, repairs, and replacements for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, and replacements shall be deemed to be Additional Rent and shall be due and payable by Tenant to Landlord on demand. Tenant shall keep in force a standard maintenance agreement on all heating, ventilation, and air conditioning systems serving the Premises with a reputable heating and air conditioning service organization which shall be subject to Landlord's approval and shall annually provide a copy of said maintenance agreement to Landlord on or before the first day of the applicable Lease year, in advance, for Landlord's approval.

**9. NOTICES:** For the purpose of any notice or demand under this Lease, the respective parties shall be served by overnight delivery addressed to the Lessee at the address as set forth in Section 1.B. or at the leased Premises, and to the Lessor at the addresses set forth in Section 1.C. Any notice shall be effective when delivered.

**10. ORDINANCES AND REGULATIONS:** The Lessee shall comply promptly, at the Lessee's sole cost and expense, with all present and future laws, ordinances, rules and regulations of any municipal, county, state, federal or other governmental authority and any bureau or department thereof, and of the Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the manner in which the Lessee shall use or occupy the Premises, and shall comply with the requirement of all policies of insurance at any time in force with respect to the Building(s) in which the Premises are located.

The Lessor agrees to comply promptly with all other such laws, ordinances, rules and regulations, including, but not limited to, those requiring repairs, alterations, changes or additions to the Building(s) in which the Premises are located.

**11. SIGNS:** The Lessee shall not place any signs or other advertising matter or material on the exterior or permanently on the interior of the Premises visible from the exterior or any of the common areas of the Building(s) without written approval of the Lessor.

**12. LESSEE'S INSURANCE:** Lessee shall at all times during the term of this Lease, and at its sole cost and expense, maintain: Commercial General Liability insurance with bodily injury and property damage in the amount of *\$1,000,000.00 per occurrence with a \$2,000,000.00 annual aggregate*. At the time of Lease execution, Lessee shall provide to Lessor a Certificate of Insurance, proving the insurance. Within thirty (30) days of Lease execution, Lessee shall provide an updated Certificate of Insurance showing that Lessor has been named as additional insured. Property Insurance "All Risk" including plate glass coverage on a replacement cost basis with coverage equal to not less than 90% of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements, and betterments made by Lessee and all other contents located or placed therein.

**13. LESSEE'S OBLIGATIONS OF MAINTENANCE:** Prior to Lease execution, Lessee and Lessor shall have a walk-through of the premises, ~~and complete a "Rental Property Checklist."~~ Both Lessor and Lessee shall agree on the condition of the premises and note any needed maintenance. ~~This checklist may be revised from time to time, at the absolute discretion of the Lessor.~~ The Lessee shall at Lessee's cost and expense keep the leased Premises and every part thereof in its presently existing condition. The Lessee, by occupancy hereto, accepts the Premises as being in good repair and condition and suitable for the Lessee's intended use of the Premises. The Lessee shall not make or suffer to be made any alterations, additions or improvements to or of the Premises or any part thereof without the written consent of Lessor. The Lessee shall not permit any lien or claim for lien or any mechanic, laborer, or supplier or any other lien to be filled against the Common Areas, the Building(s), the Premises, or any part of such property arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of the Lessee.



**14. QUIET ENJOYMENT:** So long as the Lessee is not in default under this Lease, the Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease.

**15. LESSOR'S RIGHT TO INSPECT AND DISPLAY:** The Lessor shall have the right, at all reasonable times during the Term of this Lease, to enter the Premises for the purpose of examining or inspecting the Premises and of making any repairs or alterations as the Lessor shall deem necessary. The Lessor shall also have the right to enter the Premises at all reasonable hours for the purpose of displaying the Premises to prospective Tenants during the ninety (90) day period prior to the Expiration Date of this Lease.

**16. DESTRUCTION OF PREMISES:** If the Premises or the Building(s) is rendered substantially untenable by fire or other casualty, the Lessor may elect by giving the Lessee written notice within thirty (30) days after the date of the fire or casualty, either to: (a) terminate this Lease as of the date of the fire or other casualty; or (b) proceed to repair or restore the Premises or the Building(s) (other than the leasehold improvements and personal property installed by the Lessee), to substantially the same condition as existed immediately prior to the fire or casualty.

If the Lessor elects to proceed pursuant to Subparagraph (b) above, the Lessor's notice shall contain the Lessor's reasonable estimate of the time required to substantially complete the repair or restoration. If the estimate indicates that the time so required will exceed thirty (30) days from the date of the casualty and the Lessor does not make available to the Lessee for its use and occupancy other space, substantially similar to the Premises and located in the Building(s), then the Lessee shall have the right to terminate this Lease as of the date of such casualty by giving written notice to the Lessor not later than twenty (20) days after the date of the Lessor's notice. If the Lessor's estimate indicates that the repair or restoration can be substantially completed within one hundred eighty (180) days, or if the Lessee fails to terminate this Lease, this Lease shall remain in force and effect.

If either the Premises or the Building(s) is damaged by fire or other casualty but is not rendered substantially untenable, then the Lessor shall diligently proceed to repair and restore the damaged portions thereof, other than the leasehold improvements and personal property installed by the Lessee, to substantially the same condition as existed immediately prior to such fire or other casualty, unless such damage occurs during the last twelve (12) months of the Term, in which event the Lessor shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice to the Lessee within thirty (30) days after the date of such fire or other casualty.

If all or any part of the Premises are damaged by fire or other casualty and this Lease is not terminated, the Rent shall abate for all or that part of the Premises which are untenable on a per diem and proportionate area basis from one day after the date of the fire or other casualty until the Lessor has substantially completed the repair and restoration work in the Premises which it is required to perform, provided, that as a result of such fire or other casualty, the Lessee does not occupy and continue active business operations within the portion of the Premises which are untenable during such period. In the event the damage is to the extent it will prohibit the safe and reasonable operation of Lessee's business, or if any permit to continue operation is delayed or not

available, the abatement will be complete on a per diem basis until Lessor has substantially completed the repair and restoration work to allow such safe and reasonable operation.

**17. CONDEMNATION:** If all or part of the Premises or the Building(s) is permanently taken or condemned by any authority for any public use or purpose (including a deed given in lieu of condemnation), which renders the Premises substantially untenable, this Lease shall terminate as of the date title vests in such authority and the Rent shall be apportioned as of such date.

If any part of the Premises or the Building(s) is taken or condemned for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated, the Rent shall be equitably and fairly reduced for the period of such taking by an amount which bears the same ratio to the Rent then in effect as the number of square feet of Leased Area in the Premises so taken or condemned, if any, bears to the number of square feet of Leased Area specified in Section 1.H. The Lessor, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of leasehold improvements and personal property installed by the Lease) to restore the Premises remaining to as near its former condition as circumstances will permit, and to the Building(s) to the extent necessary to constitute the portion of same not so taken or condemned as complete.

The Lessor shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to the Lessee and the Lessee hereby assigns to the Lessor the Lessee's interest, if any, in such award; provided however, the Lessee shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to leasehold improvements paid by the Lessee without any credit or allowance from the Lessor and for any loss for injury, damage, or destruction of the Lessee's business resulting from such taking. Under no circumstances shall the Lessor seek or be entitled to any compensation for the value of its leasehold estate.

**18. ASSIGNMENT AND SUBLEASE:** Without the prior written consent of the Lessor, the Lessee shall not sublease the Premises, or assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of the Lessee in this Lease, in whole or in part, by operation of law, court decree, or otherwise. The consent of the Lessor to any sublease or assignment shall be based upon the sole and absolute discretion of the Lessor. If the Lessee desires to assign this Lease or to enter into any sublease of the Premises, the Lessee shall deliver written notice of such intent to the Lessor, together with a copy of the proposed assignment or sublease at least thirty (30) days prior to the effective date of the proposed assignment or commencement date of the term of the proposed sublease. Any approved sublease shall be expressly subject to the terms and conditions of this Lease. In the event of any approved sublease or assignment, the Lessee shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease.

For purposes of this Section 18, an assignment shall be considered to include a change in the majority ownership or control of the Lessee if the Lessee is a partnership or a corporation whose shares of stock are not traded publicly.

**19. HOLDING OVER:** It is further covenanted and agreed that if the Lessee, or any assignee or sub lessee of the Lessee shall continue to occupy the Premises after the

termination of this Lease (including a termination by notice under Section 23) without the prior written consent of the Lessor, such tenancy shall be a Tenancy at Sufferance. During the period of any hold over tenancy by the Lessee, or any assignee of sub lessee, the Lessor or the Manager, by notice to the Lessee, may adjust the Adjusted Monthly Base Rent to an amount equal to one hundred percent (100%) of the Adjusted Monthly Base Rent for the last month of the Term for which rent is paid. Acceptance by the Lessor of any Rent after termination shall not constitute a renewal of this Lease or consent to such hold over occupancy nor shall it waive the Lessor's right of reentry or any other right contained in this Lease or provided by Law.

**20. SUBORDINATION AND ATTORNMENT:** This Lease and the rights of the Lessee hereto are expressly subject and subordinate to the lien and provisions of any mortgage, deed of trust, deed to secure debt, ground, assignment of leases, or other security instrument or operating agreement (collectively a "Security Instrument") now or hereafter existing encumbering the Premises, the Building(s), or any part thereof, and all amendments, renewals, modifications and extensions of and to any such Security Instrument and to all advances made on hereafter to be made upon the security of such Security Instrument. The Lessee agrees to execute and deliver such further instruments, in such form as may be required by any holder of a proposed or existing Security Instrument, subordinating this Lease to the lien of any such Security Instrument as may be requested in writing by the Lessor or the Manager from time to time. In the event of the foreclosure of any such Security Instrument by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, the Lessee, at the request of the then Lessor, shall attorn to and recognize such mortgagee or purchaser in foreclosure as the Lessee's Landlord under this Lease. The Lessee agrees to execute and deliver at any time upon request of such mortgagee, purchaser, or their successors, any instrument to further evidence such attornment in form acceptable to such person.

The Lessee shall, from time to time, upon not less than seven (7) days' prior written request by the Lessor or the Manager provide a statement in writing certifying: that this Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease, as modified, is in full force and effect; the amount of each item of the Rent then payable under this Lease and the date to which the Rent has been paid; that the Lessor is not in default under this Lease or, if in default, a detailed description of such default; that the Lessee is or is not in possession of the Premises, as the case may be; and containing such other information and agreements as may be reasonably requested.

**21. WAIVER AND INDEMNIFICATION:** To the full extent permitted by law, the Lessee hereby releases and waives all claims against the Lessor, the Manager and their respective agents, employees, officers, directors and independent contractors, for injury or damage to person, property or business sustained in or about the Center, the Building(s), or the Premises by the Lessee, its agents or employees other than damage caused by the negligence of the Lessor, the Manager, or their respective agents or employees. The Lessee agrees to indemnify and hold harmless the Lessor, the Manager and their respective agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death),

property or business sustained in or about the Premises, and resulting from the negligence or willful act or omission of the Lessee, its employees, agents, servants, invitees, licensees or subtenants or resulting from the failure of the Lessee to perform its obligations under this Lease.

The Lessor and the Manager shall not be responsible or liable to the Lessee for any event, act or omission to the extent covered by insurance and maintained by the Lessee with respect to the Premises and its use and occupancy thereof (whether or not such insurance is obtained or maintained) and the proceeds of such other insurance as is obtained and maintained by the Lessee, with respect to the Premises and to its use and occupancy thereof. At the request of the Lessor, the Lessee shall from time to time provide the Lessor with effective waivers of subrogation by its insurers for the benefit of the Lessor and the Manager, and their respective agents or employees, in a form satisfactory to the Lessor.

**22. SURRENDER OF PREMISES:** Upon the expiration or termination of this Lease or the termination of the Lessee's right of possession of the Premises, the Lessee shall surrender and vacate the Premises immediately and deliver possession to the Lessor in a clean, good, and tenantable condition, except for damages beyond the control of the Lessee, reasonable use, and ordinary wear and tear. Lessor and Lessee shall meet for a walk through of the unit, ~~and complete the Rental Property Checklist, as described in Section 13.~~ Any moveable trade fixtures and personal property that may not have been removed from the Premises by the Lessee shall be conclusively presumed to have been abandoned by the Lessee and title to such property shall pass to the Lessor without any payment or credit and the Lessor may, at its option and at the Lessee's expense, store and/or dispose of such property.

**23. EVENTS OF DEFAULT:** Each of the following shall constitute an event of default by the Lessee under this Lease: the Lessee fails to pay any installment of Rent within five (5) business days after the date on which the installment of Rent first becomes due; the Lessee fails to observe or perform any of the other covenants, conditions, or provisions of this Lease and fails to cure such default within ten (10) days after written notice to the Lessee; the interest of the Lessee in this Lease is levied upon under execution or other legal process; a petition is filed by or against the Lessee to declare the Lessee bankrupt or seeking a plan or reorganization or arrangement under any Chapter of the Bankruptcy Code, or any amendment, replacement or substitution therefor, or to delay payment of, reduce or modify the Lessee's debts; the Lessee is declared insolvent by law or any assignment of the Lessee's property is made for the benefit of creditors; a receiver is appointed for the Lessee or the Lessee's property; or the Lessee abandons or vacates the Premises. Upon the occurrence of an event of default by the Lessee under this Lease, the Lessor, at its option, without further notice or demand to the Lessee, may in addition to all other rights and remedies provided in this Lease, at law or in equity:

a. Terminate this Lease and the Lessee's right of possession of the Premises and recover all damages to which the Lessor is entitled under law, specifically including, without limitation, all of the Lessee's expenses of re-letting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions).

- b. Terminate the Lessee's right of possession of the Premises without terminating this Lease, in which event the Lessor may, but shall not be obligated to, re-let the Premises, or any part thereof for the account of the Lessee, for such rent and such term and upon such terms and conditions as are acceptable to the Lessor. For purposes of any re-letting of the Premises, the Lessor is authorized to redecorate, repair, alter and improve the Premises to the extent reasonably necessary. Until the Lessor does re-let the Premises, the Lessee shall pay the Lessor monthly on the first day of each month during the period that Tenant's right of possession is terminated a sum equal to the amount of Rent due under this Lease for such month. If and when the Premises are re-let and a sufficient sum is not realized from such re-letting after payment of all of the Lessor's expenses of re-letting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) to satisfy payment of Rent due under this Lease for any month, the Lessee shall pay to the Lessor any such deficiency monthly upon demand. The Lessee agrees that the Lessor may file suit to recover any sums due to the Lessor under this section from time to time and that such suit or recovery of any amount due the Lessor shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of the Lessor. If the Lessor elects to terminate the Lessee's right to possession only without terminating this Lease, the Lessor may, at its option, enter into the Premises, remove the Lessee's signs and other evidence of tenancy and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release the Lessee, in whole or in part, from the Lessee's obligation to pay the Rent reserved hereto for a full Term or from any other obligation of the Lessee under this Lease. The Lessee shall pay, upon demand, all costs and expenses including attorney fees, incurred by the Lessor in enforcing the Lessee's obligations under this Lease or resulting from the Lessee's default under this Lease.
- c. Accelerate the Lease and call due all monies that shall be due and owing under the terms of this Lease.

**24. LATE FEES:** Any installment of Rent, Additional Rent, or expenses pursuant to this Lease which are not paid by the 5th business day after it becomes due shall be subject to late charges. The late charge shall be \$10.00 per day from the due date (the first of the month for which the rent is due).

**25. NSF FEES:** In the event that a Lessee's form of Rent payment is designated as having non-sufficient funds, Lessor shall thereafter only accept payment in the form of certified funds for the late Rent payment. Further, Lessee will be charged an additional fee of \$35, which shall be included in the Rent payment due.

**26. SUCCESSORS AND ASSIGNS:** This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto. In the event of a sale, assignment or transfer by the Lessor of its interest in the Building(s) or in this Lease (other than a collateral assignment to secure a debt of the Lessor prior to enforcement) to a successor in interest who expressly assumes the obligations of the Lessor hereto, the Lessor shall thereupon be released or discharged from all of its covenants and obligations hereto, except such obligations as the Lessor shall have accrued prior to any such sale, assignment, or transfer; the Lessee agrees to look solely to such successor in interest of the Lessor for the performance of such obligations. Any securities or funds given by the Lessee to the Lessor to secure performance by the Lessee



of its obligations hereto may be assigned by the Lessor to such successor in interest of the Lessor, and, upon acknowledgement by such successor or receipt of such security and its assumption of the obligation to account for such security in accordance with the terms of the Lease, the Lessor shall be discharged from any further obligation relating thereto. The Lessor's assignment of the Lease or any or all of its rights herein shall in no manner affect the Lessee's obligations hereto. The Lessor shall have the right to freely sell, assign, or otherwise transfer its interest in the Building(s) and/or this Lease.

**27. NON WAIVER:** No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease.

**28. SECURITY DEPOSIT:** As security for the performance of its obligations under this Lease, the Lessee upon its execution of this Lease has paid to the Lessor a security deposit (the "Security Deposit") in the amount stated in Section 1K. The Security Deposit may be applied by the Lessor to cure or partially cure any default of the Lessee under this Lease, and upon notice by the Lessor of such application; the Lessee shall replenish the Security Deposit in full by promptly paying to the Lessor the amount so applied. The Lessor shall not pay any interest on the Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by the Lessee under this Lease, nor shall it be a bar or defense to any action which the Lessor may at any time commence against the Lessee.

**29. LIMITATION OF THE LESSOR'S LIABILITY:** As used in this Lease, the term "Lessor" shall mean the entity herein named as such, and its successors and assigns. No person holding the Lessor's interest under this Lease (whether or not such person is named as the "Lessor") shall have any liability hereto after such person ceases to hold such interest, except for any liability accruing hereto while such person held such interest. Neither the Lessor nor any principal officer, employee, or partner (general or limited) of the Lessor shall have any personal liability under any provisions of this Lease. If the Lessor defaults in the performance of any of its obligations under this Lease or otherwise, the Lessee shall look solely to the Lessor's assets, interest, and rights, and not to the assets, interest, or rights of any principal, officer, employee or partner (general or limited), for satisfaction of the Lessee's remedies on account thereof.

**30. COMMON AREAS:** For purposes of this Lease, "Common Areas" shall mean all areas, improvements, space and equipment in or at the Building(s), provided by the Lessor for the common or joint use and benefit of Tenants, customers, and other invitees.

**31. MISCELLANEOUS:** This Lease, the Exhibits and the Riders, if any, attached hereto contain the entire agreement between the Lessor and the Lessee and there are no other agreements, either oral or written. This Lease shall be modified or amended only in writing signed by the Lessor and the Lessee and specifically referring to this Lease. The captions in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of the provisions of this Lease. This Lease shall be construed in accordance with the laws of the state and county in which the Premises is located. If any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance, such invalidity shall not affect the validity or enforceability of any other provision, or such provision in any circumstance not controlled by such determination.

~~**32. RENTAL PROPERTY CHECKLIST.** Tenant shall be responsible for completing a walk-through checklist with the property manager prior to execution of this Lease. Upon termination of the Lease, Tenant and Property Manager shall conduct a final walk through to determine the condition of the unit. A copy of this Checklist is attached as Exhibit A to this Lease.~~

**33.32. RADON GAS:** Notice to Prospective Tenant: 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 health unit. Pursuant to 404.056 § (5), Florida Statutes.

**34.33. RIDERS:** All riders attached hereto and signed by the Lessor and the Lessee shall be deemed to be a part hereof and hereby incorporated herein.

**35.34. LESSOR'S WORK:** The premises are being leased "as is" and Lessee hereby agrees to maintain everything in good working condition during the Term(s) of this Lease.

**36.35. LESSEE WORK:** Lessee shall in writing obtain approval from Lessor for any and all renovations made to the Premises, which approval shall be at Lessor's sole and absolute discretion. Lessee understands that all work on the Premises, including all renovation, alteration, repair, replacements, reconstruction and other work ("Proposed Lessee Work"), made by or on behalf of Lessee, beyond that necessary for servicing, maintenance and upkeep as described Section 8.2, shall be made and performed:

- (a) at Lessee's sole cost and expense,
- (b) by contractors or mechanics who are licensed and insured to perform the work requested,
- (c) at least equal in quality of materials and workmanship to the original work or installation,
- (d) in accordance with all requirements as Lessor may impose with respect to insurance to be obtained by Lessee and the financial ability of Lessee in connection with the proposed work, and
- (e) in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises, including timely permitting and cancellation of permitting, and mechanic's liens.

In addition,

- (i) Lessee shall submit to Lessor all diagrams, specifications, plans and drawings of all Proposed Lessee Work for Lessor's proposed approval in Lessor's sole and absolute discretion, and
- (ii) Lessee shall submit to Lessor proof of Lessee's financial capability for undertaking the Lessee Work. Lessor shall evaluate and approve Lessee's financial capability at Lessor's sole and absolute discretion.
- (iii) If any utility work (including, but not limited to, electrical, gas, and water) is required in relation to any Proposed Lessee Work, then Tenant shall inform Landlord, and Landlord, upon Landlord's receipt and approval of Tenant's plans and drawings in Landlord's sole and absolute discretion, shall contract with the

relevant utility company to provide the requested service. Tenant shall not sign any agreement with any utility company for any services for the Premises, unless Landlord provides otherwise in writing to Tenant.

**37.36. NO SMOKING:** There shall be no smoking in the Premises. In the event that Landlord finds evidence of smoking within the Premises, Lessee shall immediately be assessed a cleaning fee in an amount the greater of the following: a) \$1,000 or b) the actual amount of cost that Landlord incurs to engage a professional smoke damage remediation specialist to clean the Premises.

**38.37. UTILITIES.** Tenant shall be responsible for all utilities related to Tenant's unit. In the event that utilities are shared among multiple Tenants, each Tenant will be invoiced by Landlord for each Tenant's pro rata share. These invoices must be paid upon receipt. A late fee in the amount of 10% of the amount due shall be charged if the utility payment is not received within 30 days of the date of Invoice.

IN WITNESS WHEREOF, the Lessee and Lessor have executed or caused to be executed this Lease as of the date set forth above.

LESSOR:

City of Winter Park

LESSEE:

Collantes Holdings, LLC

\_\_\_\_\_  
Phone Number: \_\_\_\_\_

Email: [collantes.mike@gmail.com](mailto:collantes.mike@gmail.com)

## City of Winter Park, Florida Business Impact Estimate

Posted Date: \_\_\_\_\_

Proposed ordinance's title/reference:

**Ordinance - Authorizing the lease of 947, 955, 959 West Fairbanks to Collantes Holdings, LLC.**

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.<sup>1</sup> The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):