



Planning & Zoning Board Regular Meeting

Agenda

June 7, 2022 @ 6:00 pm

City Hall Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

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

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

please note

Times are projected and subject to change.

1. Call to Order**2. Consent Agenda**

- a. Election of Chair and Vice Chair. 5 minutes
- b. Approval of the May 3, 2022 Meeting Minutes. 1 minute

3. Public Comments (for items not on the agenda): Three minutes allowed for each speaker**4. Public Hearings**

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

- a. [SPR #22-08: Request of Konkol Custom Homes](#) 10 minutes
Request of Konkol Custom Homes on behalf of the owners, Ryan and Emily Kwiatkowski, for approval of a new 1,397 square-foot addition to the existing home at 1045 Lake Bell Drive on Lake Bell, zoned R-1A.
- b. [SPR #22-09: Request of Charles Clayton Construction](#) 10 minutes
Request of Charles Clayton Construction for approval of a new 1,430 square-foot addition to the existing home and a new 164 square-foot addition to the existing pool house, at 314 Salvador Square on Lake Sue, zoned R-1AAA.
- c. [CU #22-05: Request of PRN Real Estate & Investments, Ltd., a Florida limited partnership.](#) 30 minutes
Request of PRN Real Estate & Investments, Ltd., a Florida limited partnership for Conditional Use approval to redevelop the property at 1133 W. Morse Blvd with a 16,500 square foot, two-story, office/showroom/warehouse building, zoned C-3.
- d. [CU #22-06: Request of CentreCorp Inc.](#) 30 minutes
Request of CentreCorp Inc. for Conditional Use approval to redevelop the property at 220 N. Orlando Avenue with a 5,297 square foot, one-story, office/showroom/warehouse building, zoned C-3.
- e. [CPA #22-01, RZ #22-01, SUB #22-01: Request of Charles Veigle, Sr. and Kathleen Greene](#) 30 minutes
Request of Charles Veigle, Sr. and Kathleen Greene to amend the comprehensive plan future land use map and zoning map to change the designation of Office (O-1) to Single Family Residential (R-1AA) on the property at 2525 Audrey Avenue and for

subdivision plat approval to divide the property into three single family home lots.

- 5. Action Items**
- 6. Non-Action Items**
- 7. Staff Updates**
- 8. Board Comments**
- 9. Upcoming Agenda Items**
- 10. Adjournment**



Planning & Zoning Board

agenda item

item type	Consent Agenda	meeting date	June 7, 2022
prepared by	Mary Bush	approved by	
board approval	Completed		
strategic objective			

subject

Election of Chair and Vice Chair.

motion / recommendation

background

alternatives / other considerations

fiscal impact



Planning & Zoning Board

agenda item

item type	Consent Agenda	meeting date	June 7, 2022
prepared by	Mary Bush	approved by	
board approval	Completed		
strategic objective			

subject

Approval of the May 3, 2022 Meeting Minutes.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[May 3 P&Z draft meeting minutes.pdf](#)



Planning and Zoning Board Minutes

May 3, 2022 at 06:00 p.m.

In-Person Meeting
401 S. Park Avenue | Winter Park, Florida

Call to Order

Chairman Richard James called the meeting to order at 6:02 p.m. Present: Richard James, Melissa Vickers, David Bornstein, Vashon Sarkisian, Michael Spencer, and Alex Stringfellow. Absent: Jim Fitch. Also Present: City Attorney Dan Langley. Staff: Director of Planning and Transportation Jeff Briggs, Planner I Nicholas Lewis, and Recording Secretary Mary Bush.

Consent Agenda

Motion made by David Bornstein, seconded by Michael Spencer to approve the April 5, 2022 meeting minutes.

Motion carried unanimously with a 6-0 vote. (Jim Fitch was not present for the meeting.)

Public Comments (for items not on Agenda)

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

Public Hearings

- SUB #22-03 - Request of Z Properties for subdivision and replat of their property at 1150 Louisiana Avenue, zoned O-2, into six fee simple lots, outlining the six single-story office buildings surrounded by common parking and greenspace to be maintained by a property owner's association, as part of the applicant's overall office park project.

Mr. Lewis provided the Board a brief summary of the request. He presented the Board an aerial view of the property and noted that it is a triangular shaped parcel. He also noted the surrounding single-family home lots along Wilma Avenue and Denning Drive and office lots along Louisiana Avenue. He then explained that since no other parcels zoned O-2 were found to be located within a 500 foot radius of the property, staff referenced the R-1A and the O-1 zoned properties to obtain the averages and medians for building size. He went on to review the site plan of the project with the Board detailing the proposed lots and the shared parking. Mr. Lewis also discussed a breakdown of both the zoning test and Comprehensive Plan 500-foot radius test performed for the request. He went on to review site photos, a location map, and elevations of the property. He noted that the proposed project did not meet the 10,000 square foot threshold for a single building, so a conditional use could not be requested. He also noted that the project is four spaces short of the required 46 parking spaces per code, so prior to the Planning and Zoning hearing, the applicant obtained a variance from the Board of Adjustment for the lack of spaces.

Staff recommendation was for approval.

Chairman James inquired about the stormwater management plan for the property and Mr. Lewis responded that a stormwater site plan was in place. Mr. Briggs noted that the Board would only be deciding on the allowance of the property buildings to be sold fee simple at the hearing. Attorney Langley inquired if all of the land area that is outside of the lots will be a single common area tract and if the applicant will be required to have the surveyor prepare a replat and have it filed and recorded. Ms. Sarkisian inquired about the building separation distance and if there will be firewalls.

The applicant, Zane Williams of 219 West Comstock Avenue, Winter Park, FL 32789 addressed the Board. Mr. Williams noted that the replat was close to being completed, the buildings will have firewalls, and the property will have a sufficient storm water retention system.

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

Motion made by Alex Stringfellow, seconded by Michael Spencer, subdivision and replat of their property at 1150 Louisiana Avenue, zoned O-2, into six fee simple lots, outlining the six single-story office buildings surrounded by common parking and greenspace to be maintained by a property owner's association, as part of the applicant's overall office park project.

Motion carried unanimously with a 6-0 vote. (Jim Fitch was not present for the meeting.)

- SUB #22-04 - Request of Richard Jennings to subdivide the lot at 1475 Berkshire Avenue into one 97.5-foot wide lot, which includes the existing home, known as the PJ Ness House, which the applicant will request designation from the Historic Preservation Board at their regular meeting on May 11, 2022, and one 52.5-foot lot, to construct a new single-family home.

Mr. Briggs provided the Board a brief summary of the request. He noted that the request was a reprise from last month's Board meeting but this time split into two different dimensions. He presented the Board an aerial view, location map, and site plan of the property. Mr. Briggs reminded the Board that at the last meeting there had been a lot of citizen opposition to the split and desire to preserve the existing house with a recommendation for denial. After the meeting, the applicant decided not to move forward to the City Commission and instead changed the project layout to align with the comments heard at the meeting. Mr. Briggs reviewed with the Board the details of the new proposed layout, which keeps the existing home intact. He explained that the applicant was asking for side setbacks of five feet to one story and ten feet to two story for the interior lot. He also reviewed the City's land development code and explained that it allows for and justifies action of variances in this case for a home that would be historically designated.

Staff recommendation was for approval.

Attorney Langley inquired if there were any conditions on the recommendation to which Mr. Briggs replied that the applicant will be requesting the existing home be historically designated by the Historic Preservation Board at their next meeting on May 11, 2022 to be eligible for the variances requested. Mr. Briggs also went on to briefly explain the applicant's intentions for the renovations to the existing home.

The applicant, Rick Jennings of 238 St. James Place, Longwood, FL 32750 addressed the Board. Mr. Jennings spoke on the intended enhancements to the existing home noting that everything will be maintained on the exterior and that he intends to eventually sell the home.

Chairman James noted that he had received a phone call from Stephen Pategas, the President of the Orwin Manor Homeowner Association that afternoon expressing the favor of Mr. Pategas and the community members for the revised request by the applicant.

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

Vice-Chair Bornstein commended the applicant for his work put into the project and his willingness to work with the neighborhood and Planning and Zoning to come up with a project that makes sense for everyone.

Motion made by Michael Spencer, seconded by Melissa Vickers, for approval to subdivide the lot at 1475 Berkshire Avenue into one 97.5-foot wide lot, which includes the existing home, known as the PJ Ness House, which the applicant will request designation from the Historic Preservation Board at their regular meeting on May 11, 2022, and one 52.5-foot lot, to construct a new single-family home.

Motion carried unanimously with a 6-0 vote. (Jim Fitch was not present for the meeting.)

Action Items

No action items.

Non-Action Items

No non-action items.

Staff Updates

Mr. Briggs informed the Board that the City's former Senior Planner, Allison McGillis would be returning on May 9, 2022 as the Assistant Director of the Planning and Transportation department.

Board Comments

Mr. Bornstein expressed his dismay regarding the Board not being informed of the prior Director of Planning and Transportation, Bronce Stephenson's resignation. He requested that the Board be timely and appropriately made aware of the resignation of any staff from the City that may affect or directly impact Planning and Zoning.

Upcoming Agenda Items

Chairman James inquired about the planned topics for the next Board meeting in June. Brief discussion ensued regarding the upcoming topics, including applications for 2525 Audrey Lane and the two lakefront properties at 1045 Lake Bell Drive and 314 Salvador Square.

Adjournment

Meeting adjourned at 6:30 p.m.

/s/ Mary Bush.



Planning & Zoning Board

agenda item

item type Public Hearings (Public participation and comment on these matters must be in-person.)	meeting date June 7, 2022
prepared by Nicholas Lewis	approved by Allison McGillis, Jeffrey Briggs
board approval Completed	
strategic objective	

subject

SPR #22-08: Request of Konkol Custom Homes

item list

Request of Konkol Custom Homes on behalf of the owners, Ryan and Emily Kwiatkowski, for approval of a new 1,397 square-foot addition to the existing home at 1045 Lake Bell Drive on Lake Bell, zoned R-1A.

motion / recommendation

Staff recommendation is for approval subject to the following condition:

1. The applicant must fully mitigate the loss of the 18-inch caliper cypress tree under the standards set forth in the city's Tree Preservation Ordinance.

background

Konkol Custom Homes, the contractor and applicant, on behalf of the owners, Ryan and Emily Kwiatkowski, is seeking to build a new 1,397 square-foot addition on the rear side of their home at 1045 Lake Bell Drive, located on Lake Bell. The addition meets all required setbacks and R-1A building standards.

The overall lot area is 47,750 square feet. However, per Code, the submerged lands cannot count towards lot area, so the true lot area is 16,680 square feet. The base FAR for properties with a lot area greater than 13,600 square feet is 33%. The permissible gross area under the base FAR would be 5,505 square feet. The proposed home including the addition is 3,065 square feet and therefore, adheres to the 33% FAR requirement.

Similarly, the impervious lot coverage also meets the required sixty percent (60%) for single-story buildings, which is 10,008 square feet. The proposed impervious ratio is 4,145 square feet which equates to an impervious ratio of twenty-five percent (25%).

Tree Preservation:

The Code direction on water front lots is "to preserve existing trees to the degree reasonably possible". The building addition will require the removal of one 18-inch caliper cypress tree located roughly 95-feet from the lake. Urban Forestry assessed the tree and determined that "the tree is in good health with no apparent defects." Thus, under the Tree Preservation Ordinance, the applicant must preserve the existing trees where reasonably possible. In this case, the applicant's proposed addition cannot reasonably be shifted in order to avoid this 18-inch cypress tree without impacting the other 24-inch cypress trees on the lot.

Per the City Tree Preservation Ordinance, staff has determined that the applicant must either plant one 3-inch minimum caliper shade tree on-site, or pay \$1,980 into the City's Tree Preservation Fund. The applicant has elected to undergo a tree removal permit and plant the required shade tree subject to the requirements of the Tree Preservation Ordinance.

View of the Neighbors:

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

Planning staff was concerned with the potential visual impact of the addition caused by the encroachment on both adjacent properties. However, there currently exists a six-foot high white vinyl fence on both sides of the property down to the lakefront. Further, the existing heavy vegetation acts as an additional visual buffer along the eastern property line that, in conjunction with the fence, gives the neighbor to the east a de minimis view of the addition. In addition, the neighbor to the east is located on a curve, which directs their views of the lake away from the proposed addition. The neighbor to the west, along with the fence line, has a detached accessory structure which provides an existing visual buffer to this proposed addition.

View from the Lake:

The Code direction is to minimize the height and extent of stem walls or retaining walls facing the lake. The addition has no stem or retaining wall component. Therefore, the addition will have no negative effect on the views from the lake.

Storm Water Retention:

The zoning code requires retention of stormwater so that storm water flowing over a waterfront lawn does not carry with it into the lake and fertilizers, herbicides, etc. There is

an abundant amount of open lakefront yard area on this property to easily accomplish that requirement via the creation of a depressed swale area on the property of about six inches in depth, which is what the applicant is proposing.

Summary:

Staff's analysis is that there is no impact upon the views of the neighbors, the views across the lake including the aesthetics for lake users, and is providing stormwater retention onsite. Further, staff has determined that the applicant cannot reasonably avoid the existing 18-inch caliper cypress tree without impacting the other 24-inch cypress trees on the site. Therefore, staff is recommending approval of this addition subject to the condition that the applicant fully mitigates the loss through our Tree Preservation Ordinance. In most scenarios, the P&Z Board reviews tear downs that result in a much larger new home with more square footage, more impervious coverage and being located closer to the lake. That is not the case here. Overall, the plans meet the intent of the lakefront review criteria.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[1045 Lake Bell Dr - Aerial Map.pdf](#)

ATTACHMENTS:

[1045 Lake Bell Dr - Grading Plan.pdf](#)

ATTACHMENTS:

[1045 Lake Bell Dr Plan Set.pdf](#)

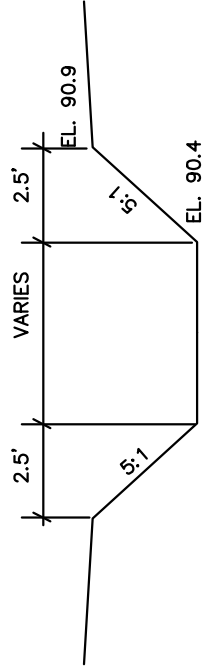
ATTACHMENTS:

[1045 Lake Bell Dr - cypress.jpg](#)

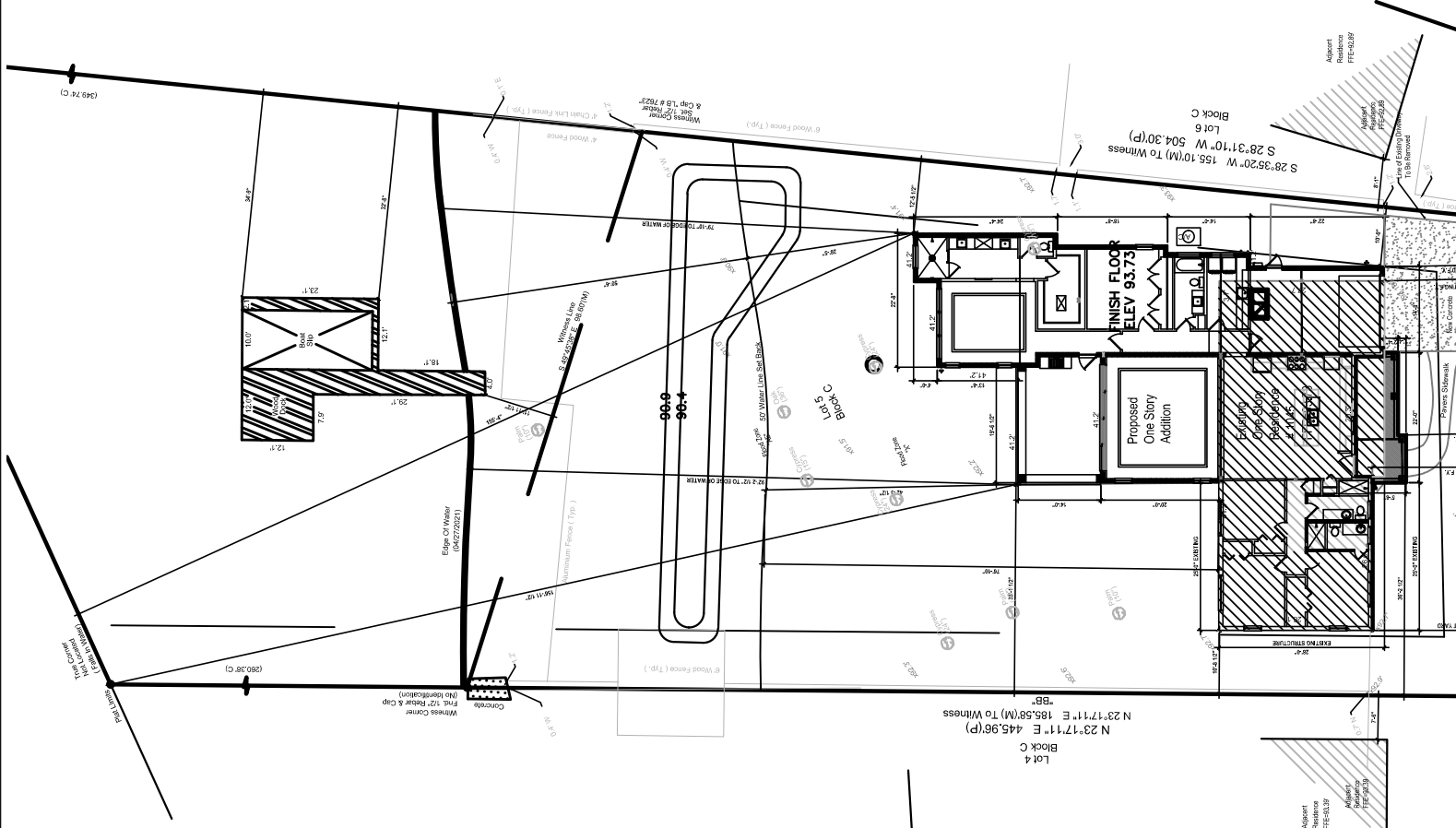
1045 Lake Bell Drive - Aerial Map



WATER QUALITY CALCULATIONS
 1" OVER IMPERVIOUS
 4,069 S.F. TOTAL IMPERVIOUS
 $1/12 \times 4,069 = 339 \text{ C.F.}$
 TOTAL REQUIRED IS 339 CF
 352 C.F. PROVIDED IN POND
 POND 1: IRREGULAR 6" DEEP 352 C.F.



DRY RETENTION POND 1 SECTION
 N.T.S.



GENERAL NOTES:

- NO STRUCTURAL CHANGES FROM THE APPROVED PLANS SHALL BE MADE IN THE FIELD UNLESS, PRIOR TO MAKING CHANGES, A WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER / ARCHITECT OF RECORD. IF CHANGES ARE MADE WITHOUT WRITTEN APPROVAL, SUCH CHANGES SHALL BE THE LEGAL AND FINANCIAL RESPONSIBILITY OF THE CONTRACTORS INVOLVED, AND SHALL BE THE RESPONSIBILITY OF SAID PARTIES TO REPLACE OR REPAIR THE CONDITION AS DIRECTED BY THE ENGINEER.
- CONNECT A/C UNIT TO CONCRETE SLAB w/ (1) USP AC3 ANGLE CLIP OR SIMILAR AT FOUR CORNERS USING (1) 3/16" TAPCON, MIN. OF 2" LENGTH INTO CONCRETE AND (2) #8 METAL SCREWS INTO A/C UNIT FRAME (LOCATION TO BE DETERMINED BY A/C CONTRACTOR) PER CLIP
- ELECTRIC SERVICE GROUND TO BE BONDED TO FOOTING STEEL
- CONTRACTOR TO VERIFY ALL HOSE BIBB LOC. & TYPE
- CONTRACTOR TO ROUGH IN A/H CHASE A/O DRAIN LINES, & CONDUITS AS NEEDED
- CONTRACTOR TO VERIFY A/O PROVIDE FOR SLAB RECESSES, SILLS & CURB REQUIREMENTS @ ALL DOORS
- RECESS SHOWERS TO HAVE THICKENED EDGES AND REINFORCEMENT TO BE DETERMINED BY GENERAL CONTRACTOR
- CONTRACTOR TO DETERMINE ANY SLOPE OF SLAB REQUIREMENTS
- BOTTOM OF FOOTING MIN 12" BELOW FINISH GRADE
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 RESIDENTIAL (7TH ED.), NEC 2017, AND LOCAL CODES AS THEY MAY APPLY

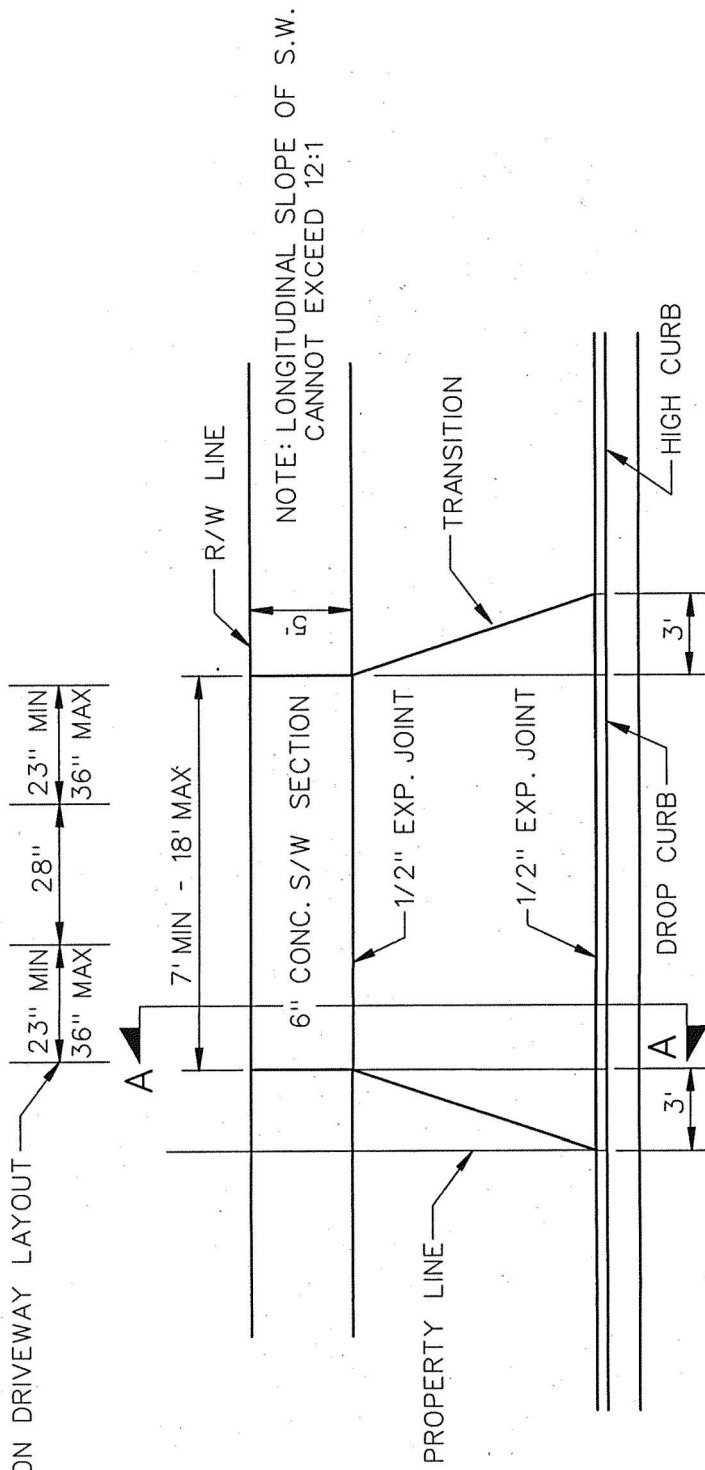
A. FLOOR PLAN:

A.1. WINDOW, DOOR AND PANEL CRITERIA:

- A.1.1. GARAGE DOOR TO BE CERTIFIED BY MANUFACTURER FOR WIND EXPOSURE / COMPONENT CLADDING DEPENDANT ON PERMIT MUNICIPALITY DEPENDANT ON WIND-BORNE DEBRIS REGION. GARAGE DOOR GLAZED OPENING PROTECTION FOR WIND-BORNE DEBRIS SHALL MEET THE REQUIREMENTS OF AN APPROVED IMPACT-RESISTING STANDARD OR ANSI/DASMA 115.
- A.1.2. ALL DOORS TO BE 8'-0" TALL U.N.O. OR PER BUILDER/CLIENT.
- A.1.3. ALL EXTERIOR DOOR MATERIALS SHALL BE ABLE TO RESIST THE LOADING REQUIREMENTS OF THE FBC SECTION 1609.1 FOR THE 140 MPH WIND LOAD. THE CONTRACTOR IS REQUIRED TO PROVIDE DOCUMENTATION FOR DOORS DEMONSTRATING COMPLIANCE WITH THESE SPECIFICATIONS.
- A.1.4. THE MANUFACTURER'S SPECIFICATIONS AND TEST RESULTS FOR THE REFERENCED WINDOWS, SGD, DOORS AND PANELS (IN REGARDS TO COMPLIANCE WITH FLORIDA BUILDING CODE- BUILDING 1609.1.2.3) HAS BEEN REVIEWED AND ACCEPTED BY THE ENGINEER OF RECORD FOR USE ON THIS PROJECT. WHEN INSTALLED IN ACCORDANCE WITH THESE PLANS AND THE MANUFACTURER'S SPECIFICATIONS.
- A.2. SAG RESISTANT DRYWALL ON ALL CEILINGS.
- A.3. OPENINGS FROM A PRIVATE GARAGE DIRECTLY INTO A ROOM USED FOR SLEEPING PURPOSES SHALL NOT BE PERMITTED. OTHER OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL BE EQUIPPED WITH SOLID WOOD DOORS NOT LESS THAN 1-3/8" THICK, SOLID OR HONEYCOMB CORE STEEL DOORS NOT LESS THAN 1-3/8" THICK, OR 20-MINUTE FIRE-RATED DOORS.
- A.4. DUCTS IN THE GARAGE AND DUCTS PENETRATING THE WALLS OR CEILINGS SEPARATING THE DWELLING FROM THE GARAGE SHALL BE CONSTRUCTED OF A MIN. NO. 26 GAGE SHEET STEEL OR OTHER APPROVED MATERIAL AND SHALL HAVE NO OPENINGS INTO GARAGE.
- A.5. THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC BY NOT LESS THAN 1/2 INCH GYPSUM BOARD APPLIED TO THE GARAGE SIDE. GARAGES BENEATH HABITABLE ROOMS SHALL BE SEPARATED FROM ALL HABITABLE ROOMS ABOVE BY NOT LESS THAN 5/8 INCH TYPE "X" GYPSUM BOARD OR EQUIVALENT. WHERE THE SEPARATION IS A FLOOR-CEILING ASSEMBLY, THE STRUCTURE SUPPORTING THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THAN 1/2 INCH GYPSUM BOARD OR EQUIVALENT C.M.U. WALL SYSTEM SEGMENTS WHICH HAVE AN UNINTERRUPTED LENGTH OF 12'-0" OR MORE SHALL BE CONSIDERED SHEAR WALL SWS = SHEAR WALL SEGMENTS FRAME WALL SEGMENTS WHICH HAVE AN UNINTERRUPTED LENGTH OF 12'-0" OR MORE SHALL BE CONSIDERED SHEAR WALL SWS = SHEAR WALL SEGMENTS COLUMNS SHALL BE CONSTRUCTED OF STANDARD MASONRY UNITS OR PILASTER BLOCK OR MAY BE CAST IN PLACE CONCRETE. MAXIMUM COLUMN HEIGHT SHALL BE 12 FEET TO TOP OF BOND BEAM. COLUMNS SHALL CONTAIN A MINIMUM OF FOUR VERTICAL BARS, ONE IN EACH CORNER.
- A.9. BATHROOMS:
- A.9.1. ALL TUB & SHOWER UNITS WILL HAVE ANTI-SCALDING DEVICES INSTALLED.
- A.9.2. ALL BATHROOM VANITIES SHALL BE 34" HEIGHT, U.N.O.

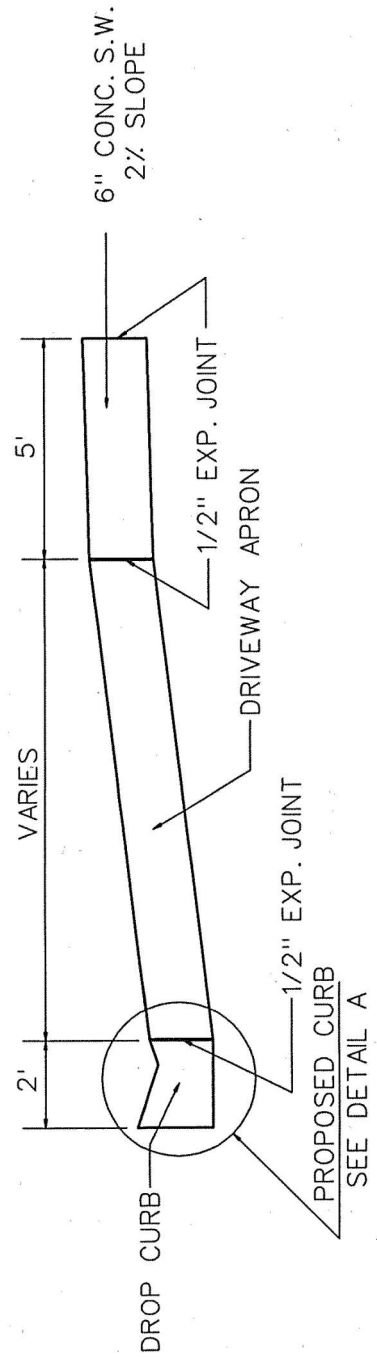
B. FOUNDATION:

- B.1. FLOOR SLAB OF PLANT MIX CONCRETE MIN. 2500 P.S.I. 4" THICK WITH FIBER-MESH REINFORCEMENT WITH 6 MIL. POLY. VAPOR BARRIER OVER COMPACTED CLEAN FILL OR FLOOR SLAB OF PLANT MIX CONCRETE MIN. 2500 P.S.I. 4" THICK WITH 6x6 10/10 GAUGE REINFORCING MAT. WITH MIN. 1" COVER WITH 6 MIL. POLY. VAPOR BARRIER OVER COMPACTED CLEAN FILL.
- B.2. AS AN ALTERNATE, A 6x6 NO. 10 WELDED WIRE FABRIC EXTENDING A MIN. OF 10" INTO SLAB AND 6" INTO CHAIR BLOCK OR TOP COURSE.
- B.3. SOIL TESTING IS RECOMMENDED. FOOTINGS SHALL BEAR ON UNDISTURBED SOIL A/O PROPERLY COMPACTED FILL AT A REQUIRED 2000 PSF SOIL BEARING CAPACITY. FILL MATERIAL SHALL BE COMPACTED IN 12" LIFTS TO 95% DENSITY OF A MODIFIED PROCTOR TO BE VERIFIED BY GENERAL CONTRACTOR / OWNER. PRIOR TO PLACEMENT OF FILL ALL VEGETATION / ORGANIC MATERIAL SHALL BE STRIPPED AWAY TO MIN. 5'-0" DISTANCE FROM THE PERIMETER OF THE STRUCTURE. IF THE BUILDER AND/OR HOMEOWNER CHOOSE NOT TO COMPLETE SOIL TESTING, M/S DESIGNERS GROUP AND THE E.O.R. WILL BE HELD HARMLESS AND NOT LIABLE FOR ANY DAMAGES, MODIFICATIONS, OR COSTS ASSOCIATED WITH FOUNDATION ISSUES.
- B.4. NO WOOD GRADE STAKES PERMITTED
- B.5. TERMITES TREATMENT TO BE APPLIED BY EITHER TREATED SOIL, BORA-CARE APPLICATION OR SENTRICON PER. MANUFACTURER SPEC'S. CERTIFICATE OF APPLICATION MUST BE MADE AVAILABLE AT TIME OF INSPECTION TO PROVIDE APPLICATION USED.
- B.6. FOR ALL STEMWALLS GREATER THAN 35" IN HEIGHT PLEASE REFER TO SCHEDULE BELOW FOR FOOTER AND STEEL REINFORCEMENT SPECIFICS. ADDITIONALLY IT IS REQUIRED TO PLACE (1) #3 REBAR 4' O.C. HOOKED INTO BOND BEAM AND TIED OFF TO REINFORCEMENT LOCATED IN TOP COURSE / BOND BEAM WHILE ALSO EXTENDING A MIN. OF 12" INTO SLAB. A SOIL OR WASTE PIPE OR A BUILDING DRAIN PASSING UNDER A FOOTING OR THROUGH A FOUNDATION WALL SHALL BE PROVIDED WITH A RELIEVING ARCH, OR THERE SHALL BE BUILT INTO THE MASONRY WALL WITH AN IRON PIPE SLEEVE (TWO PIPE SIZES) GREATER THAN THE PIPE PASSING THROUGH.
- B.8. THE OUTER BAR OF FOUNDATION STEEL SHALL BE CONTINUOUS AROUND CORNERS USING CORNER BARS OR BY BENDING THE BAR IN ACCORDANCE WITH 100.3.4. IN BOTH CASES, THE MINIMUM BAR LAP SHALL BE 25 INCHES.
- B.9. STEMWALLS SHALL BE AS THICK OR THICKER THAN THE WALL SUPPORTED ABOVE, BUT IN NO CASE LESS THAN 8 INCHES THICK, AND SHALL HAVE SAME VERTICAL REINFORCING AS THE WALL ABOVE.
- B.10. ALL FOOTING DOWEL BARS SHALL HAVE A STANDARD 90 DEGREE HOOK AND SHALL BE EMBEDDED A MINIMUM OF 6 INCHES INTO ALL FOOTINGS; DOWEL BARS SHALL LAP VERTICAL WALL REINFORCEMENT A MINIMUM OF 25 INCHES.
- B.11. MINIMUM CONCRETE COVER OVER REINFORCING BARS SHALL BE:



RESIDENTIAL DRIVEWAY APRON

N.T.S.



SECTION A-A

N.T.S.

TOP OF ASPHALT

TO MATCH D.W.

25'-8"

EXISTING STRUCTURE
TO REMAIN INTACT

Existing Bdrm.

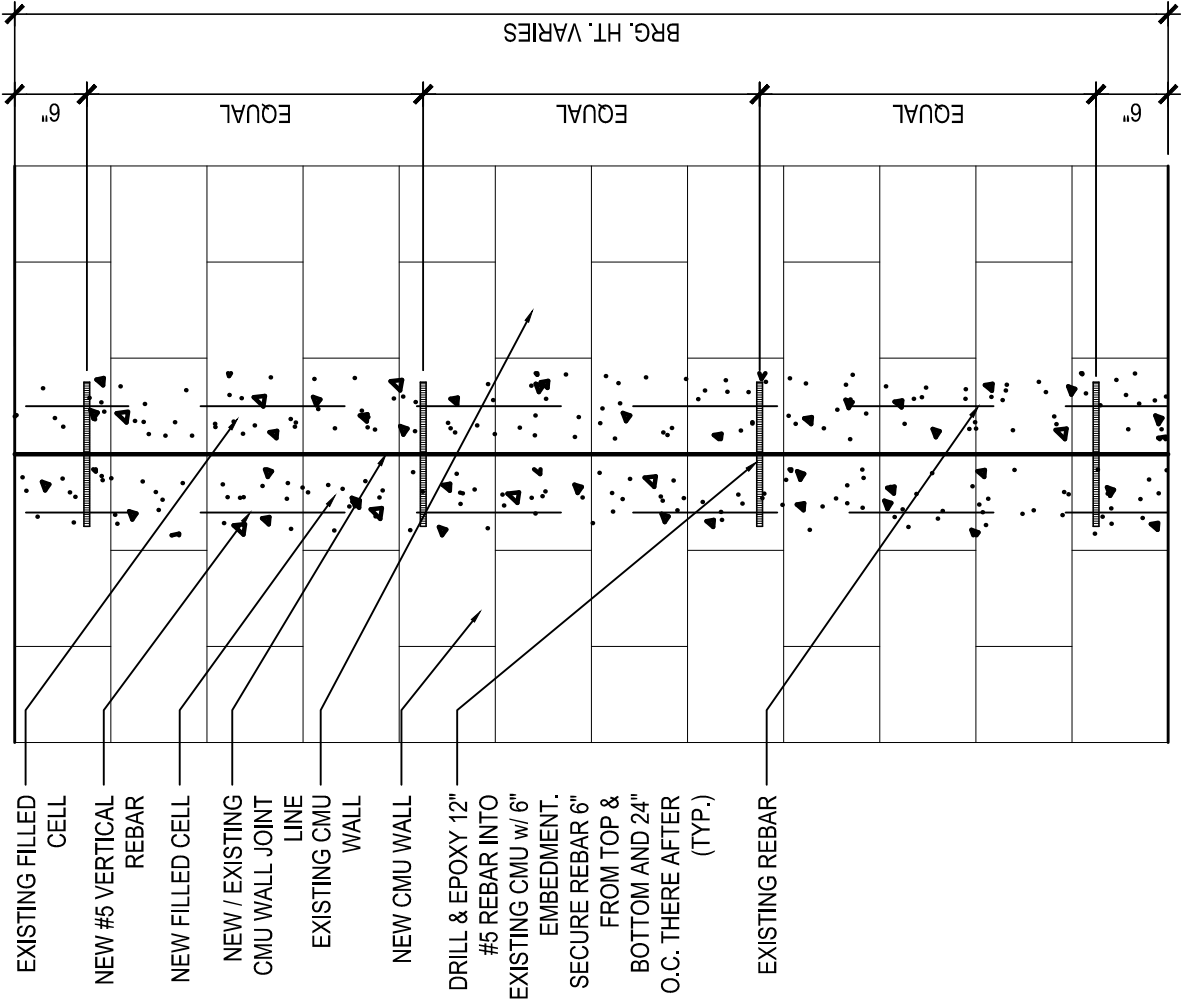
Existing Bdrm.

EXISTING AREA
TO BE MODIFIED

①

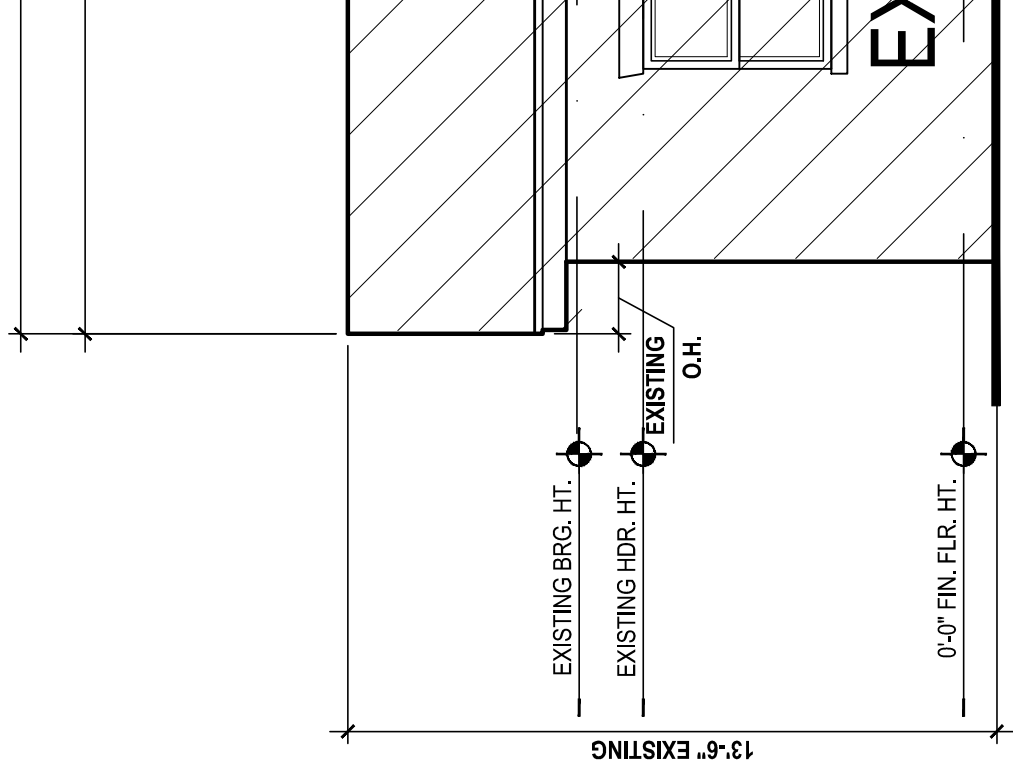
①

②



Existing / New CMU wall attachment

1
A-02







Planning & Zoning Board

agenda item

item type Public Hearings (Public participation and comment on these matters must be in-person.)	meeting date June 7, 2022
prepared by Nicholas Lewis	approved by Allison McGillis
board approval Completed	
strategic objective	

subject

SPR #22-09: Request of Charles Clayton Construction

item list

Request of Charles Clayton Construction for approval of a new 1,430 square-foot addition to the existing home and a new 164 square-foot addition to the existing pool house, at 314 Salvador Square on Lake Sue, zoned R-1AAA.

motion / recommendation

Staff recommendation is for approval.

background

Charles Clayton Construction, the contractor and applicant, is seeking to build a new 1,430 square-foot addition on the rear side of the existing home and a new 164 square-foot addition to the existing pool cabana at 314 Salvador Square. The addition meets all required setbacks and R-1AAA building standards.

The overall lot area excluding the submerged lands, which per Code do not count towards lot area, is 74,000 square feet. The base FAR for properties with a lot area greater than 13,600 square-feet is thirty-three percent (33%). The permissible gross area under the base FAR of 33% would be 24,420 square-feet. The proposed home including the addition is 10,708 square-feet and therefore, adheres to the 33% base FAR requirement.

Similarly, the impervious lot coverage also meets the required fifty percent (50%) for two-story buildings, which is 37,000 square-feet. The proposed impervious ratio is 24,040 square-feet which equates to an impervious ratio of thirty-two percent (32%).

Tree Preservation:

The Code direction on water front lots is "to preserve existing trees to the degree

reasonably possible". Before the applicant knew that lakefront review was required for this addition, they removed one 24-inch caliper live oak from the property. No other trees have been removed, nor is the removal of any other trees being requested.

Urban Forestry assessed the remaining stump to determine that the tree removed was 24-inch caliper and issued an after-the-fact tree removal permit requiring the applicant to fully mitigate the loss. Per the Tree Preservation Ordinance, staff determined that the applicant must either plant four 3-inch minimum caliper shade trees on-site, eight 2-inch caliper understory trees, or pay \$5,280 into the City's Tree Preservation Fund. The homeowners elected to plant the four three inch caliper shade trees including three bald cypress and one live oak on the property fully satisfying their requirements.

Views of the Neighbors:

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

Because of the parcel's unique estate lot size and the home's existing location, the proposed addition to both the existing home and the existing pool cabana are set well in the front of the property. Therefore, there are no impacts to the traditional views of the lake by any neighboring lakefront properties.

Views from the Lake:

The Code direction is to minimize the height and extent of stem walls or retaining walls facing the lake. The additions have no stem or retaining wall component. Therefore, the addition will have no negative effect on the views from the lake.

Storm Water Retention:

The zoning code requires retention of stormwater so that stormwater flowing over a waterfront lawn area does not carry with it into the lake any fertilizers, herbicides, etc. There is an abundant amount of open lakefront yard area of this property to easily accomplish that requirement via the two existing swale areas on the property, which is what the applicant is proposing.

Summary:

Planning staff's analysis is that there is no impact upon the views of the neighbors, the views across the lake including the aesthetics for lake users, and the applicant is providing the required stormwater retention. Further, although staff does not condone

the removal of the 24-inch caliper live oak, the applicant has been issued an after-the-fact tree removal permit which they have complied with in full. Therefore, staff is recommending approval. In most scenarios, the P&Z Board reviews tear downs that result in a much larger new home with more square footage, more impervious coverage and being located closer to the lake. This is not the case here. Overall, the plans meet the intent of the lakefront review criteria.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[314 Salvador Sq - Area Map.pdf](#)

ATTACHMENTS:

[314 Salvador Sq - Aerial Map.pdf](#)

ATTACHMENTS:

[Salvador Square - Tree and Contour.pdf](#)

ATTACHMENTS:

[A1 Site-SS DePe.pdf](#)

ATTACHMENTS:

[A5 Front-SS DePe.pdf](#)

ATTACHMENTS:

[A6 Right Side-SS DePe.pdf](#)

ATTACHMENTS:

[A7 Rear Elev-SS DePe.pdf](#)

ATTACHMENTS:

[A8 Left Side-SS DePe.pdf](#)

ATTACHMENTS:

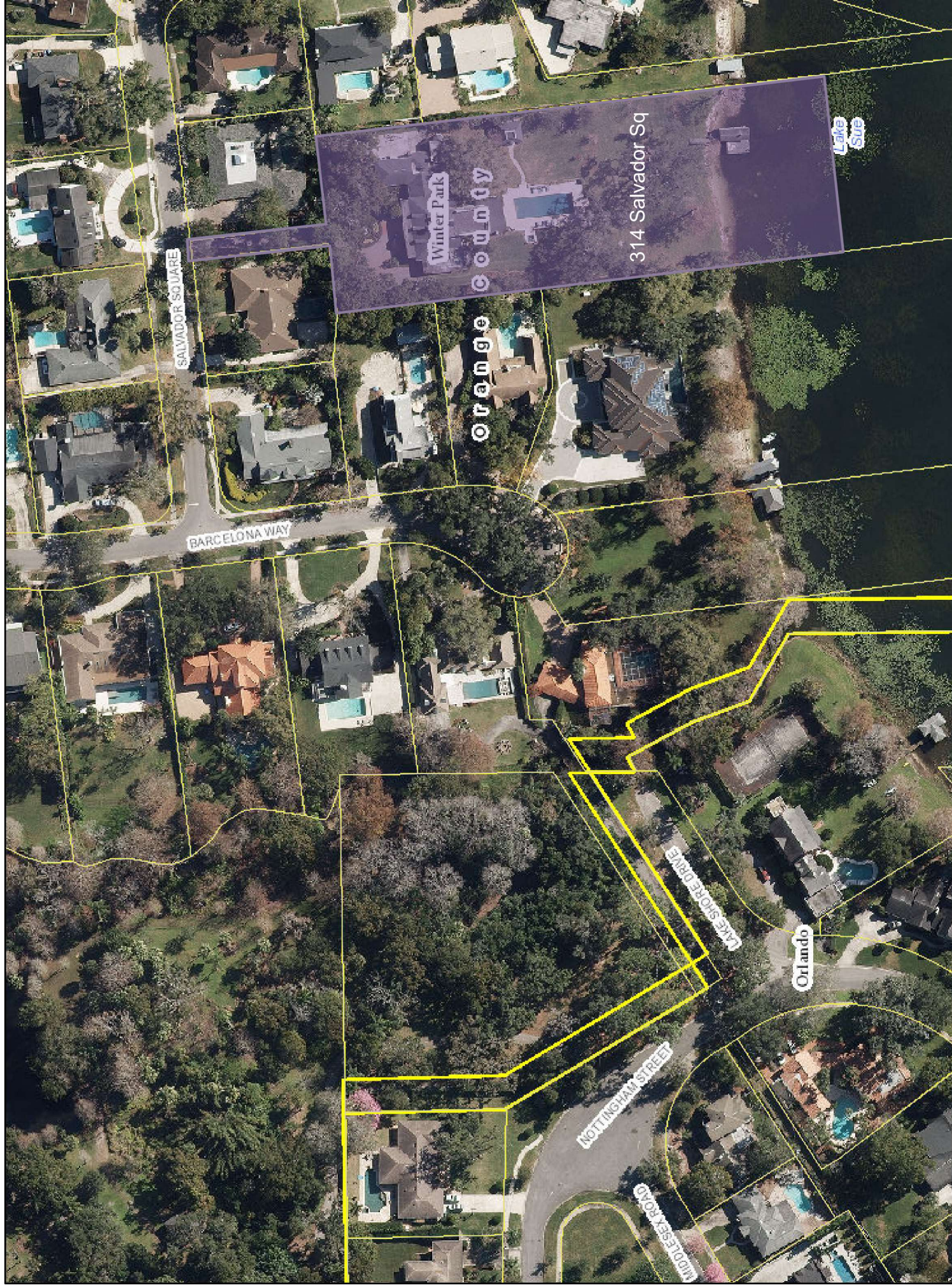
[A15 Pool House DTL-SS DePe.pdf](#)

ATTACHMENTS:

[A16 Pool House DTL-SS DePe.pdf](#)

AdventHealth
University

314 Salvador Square - Aerial Map



GENERAL NOTES: ARCHITECTURAL

TYPICAL FOR ENTIRE SET

1. It is the intent of the architect that this work be in conformance with all requirements of the building authorities having jurisdiction over this type of construction and occupancy. All contractors shall do their work in conformance with all applicable codes and regulations.
2. The architect assumes no liability for any construction built from this plan beyond that which is determined by state statutes. It is the responsibility of the Contractor to (1) verify all conditions, (2) dimensions at the jobsite, (3) verify compliance with the local building codes, and (4) to verify proper soil load bearing capacity at the project --all prior to commencing work and report all discrepancies including those between the drawings and existing conditions to the architect and owner in writing prior to commencing the work.
3. Copyright 2021 Sean Lackey Architecture llc. All rights reserved for the plans, elevations, and architectural details. These documents, as instruments of service, are the property of the architect, and may not be used or reproduced, in full or in part, without the expressed and written consent from the architect.
4. Contractor shall supply, locate and build into the work all inserts, anchors, angles, plates, openings, sleeves, hangers, slab depressions and pitches as may be required to attach and accommodate other work.

AREA TABULA
SQUARE FOOT

First Floor A/C

Second Floor A/C

LIVING PORTION A/C

STORAGE CLOSET

STORAGE (single bay)

GARAGE

FRONT PORCH

SUMMER KITCHEN PORTION

New REAR MASTER BATH

REAR PORCH

2nd FLOOR REAR PORTION

COVERED PORTION (NON-STRUCTURAL)

TOTAL UNDER ROOF

AREA TABULA
SQUARE FOOT

GENERAL NOTES: ARCHITECTURAL

TYPICAL FOR ENTIRE SET

1. It is the intent of the architect that this work be in conformance with all requirements of the building authorities having jurisdiction over this type of construction and occupancy. All contractors shall do their work in conformance with all applicable codes and regulations.
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AREA TABULA
SQUARE FOOT

First Floor A/C

Second Floor A/C

LIVING PORTION A/C

STORAGE CLOSET

STORAGE (single bay

GARAGE

FRONT PORCH

SUMMER KITCHEN PO

New REAR MASTER P

REAR PORCH

2nd FLOOR REAR PO

COVERED PORTION (NON

TOTAL UNDER ROOF

AREA TABULA
SQUARE FOOT

GENERAL NOTES: ARCHITECTURAL

TYPICAL FOR ENTIRE SET

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2. The architect assumes no liability for any construction built from this plan beyond that which is determined by state statutes. It is the responsibility of the Contractor to (1) verify all conditions, (2) dimensions at the jobsite, (3) verify compliance with the local building codes, and (4) to verify proper soil load bearing capacity at the project --all prior to commencing work and report all discrepancies including those between the drawings and existing conditions to the architect and owner in writing prior to commencing the work.
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4. Contractor shall supply, locate and build into the work all inserts, anchors, angles, plates, openings, sleeves, hangers, slab depressions and pitches as may be required to attach and accommodate other work.
5. Provide flashing, counter-flashing, backer rods, top

AREA TABULAT
SQUARE FOOT

First Floor A/C

Second Floor A/
LIVING PORTION A/C

STORAGE CLOSET

STORAGE (single bay

GARAGE

FRONT PORCH

SUMMER KITCHEN POI

New REAR MASTER PO

REAR PORCH

2nd FLOOR REAR POI

COVERED PORTION (NON

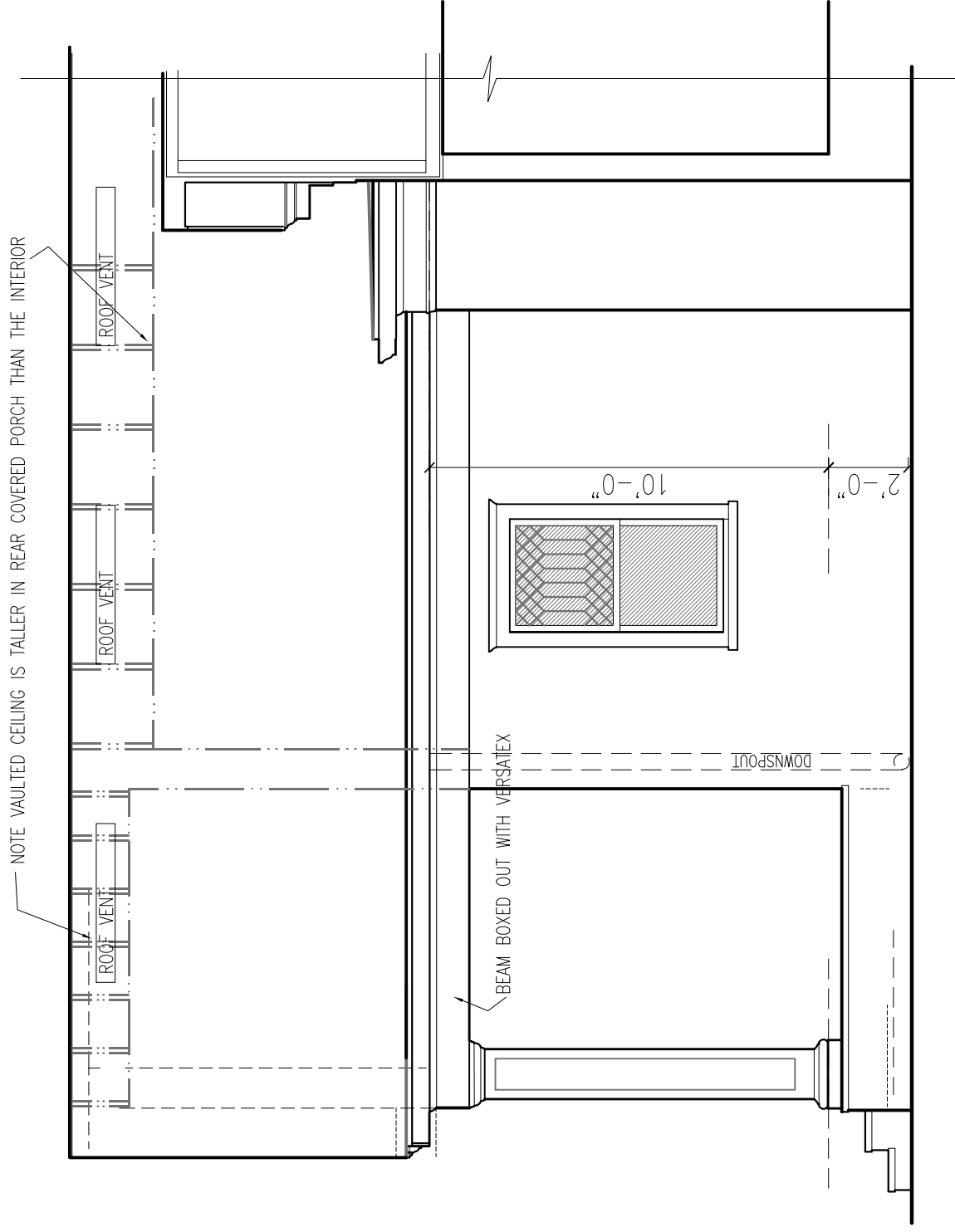
TOTAL UNDER ROOF

AREA TABULAT
SQUARE FOOT

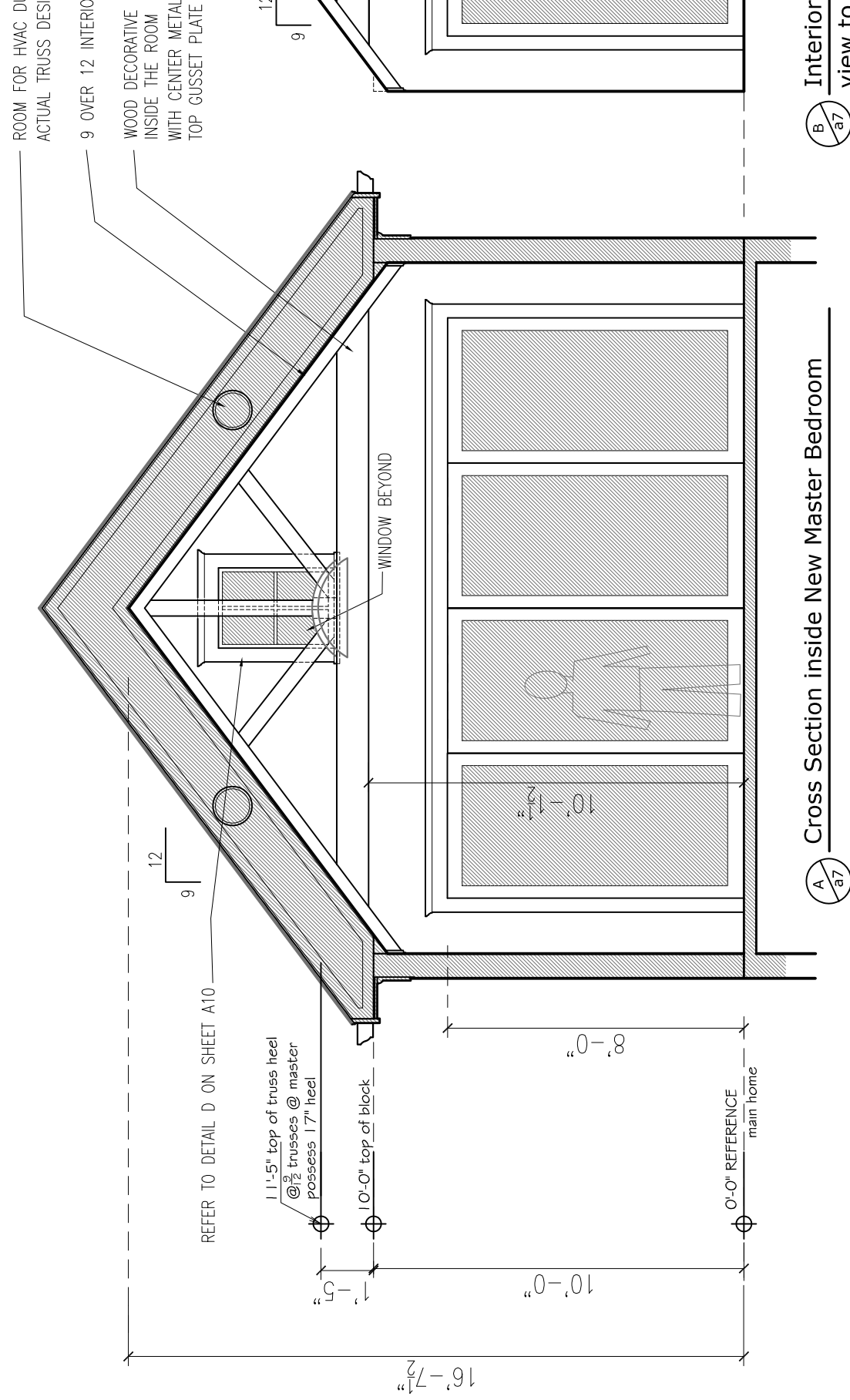
ADDITIONAL GENERAL NOTES:

TYPICAL FOR THE ENTIRE SET

- A) PROVIDE WRITTEN NOTIFICATION TO THE ARCHITECT OF ANY CONDITIONS OR DISCREPANCIES BETWEEN ANY OF THE PROJECT CONDITIONS AND THE CONSTRUCTION DOCUMENTS PRIOR TO BEGINNING THE CONSTRUCTION.
- B) SUBMIT TRUSS SHOP AND BEAM SIZE DRAWINGS TO THE ARCHITECT'S OFFICE FOR CONSIDERATION PRIOR TO ORDERING. CONSIDERATION WILL BE GIVEN TO THE GENERAL MAKEUP OF THE ROOF FORM AND DESIGN NOT A REVIEW FOR THE ACCURACY OF ANOTHER PARTY'S INFORMATION. PROVIDE WRITTEN DOCUMENTATION OF ANY PROPOSED DEVIATIONS. TRUSS COMPANY TO FIELD VERIFY TRUSS MEASUREMENTS PRIOR TO MANUFACTURING.
- C) REFER TO THE STRUCTURAL ENGINEERING DRAWINGS FOR ADDITIONAL REQUIREMENTS.
- D) CONTRACTOR(S) SHALL ENSURE THE END RESULT OF THE CONSTRUCTION RESULTS IN WATERPROOF CONDITIONS.
- E) PROVIDE PROPER SEPARATION BETWEEN DISSIMILAR METALS.
- F) WINDOWS AND DOORS SIZES SHALL BE FIELD VERIFIED AT THE JOB SITE BY THE SUPPLIERS PRIOR TO PROVIDING.
- G) REGARDLESS OF NEW OR EXISTING CONSTRUCTION: IN THE PROCESS OF CONSTRUCTION ALL WOOD EXPOSED OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED AND FASTENERS SHALL BE HOT DIPPED GALVANIZED. NO WOOD SHALL BE IN CONTACT WITH THE GROUND.
- H) CONTRACTOR TO VERIFY ALL MEASUREMENTS BEFORE WORK BEGINS AND NOTIFY THE ARCHITECT IN WRITING IF ANY DISCREPANCY IS FOUND. (TYPICAL ALL OF SET)
- I) CONTRACTOR TO COORDINATE THE ACTUAL THICKNESS OF THE FINISHING MATERIAL WITH THE MANUF./SUPPLIER TO ACHIEVE THE PROPER DIFFERENTIAL AT CONCRETE SLABS
- J) ALL PORCH AND STOOP SLOPES ARE MINIMUM OF 1/8" PER 12".
- K) ENSURE ALL EXISTING STRUCTURAL LOADS REMAIN PROPERLY SUPPORTED
- L) ALL NEW INTERIOR DOORS TO MATCH ADJACENT EXISTING INTERIOR DOORS IN MATERIALS, STYLE, TYPE, AND FINISH.
- M) COORDINATE WITH THE HOMEOWNER IF ANY EXISTING ROOF PLANES WILL BE RESHINGLED OR NEW SHALLOW



Proposed East Elevation of Master Bedroom



Interior
view to

- Similar to
Versatec
- Similar to
bedroom
member

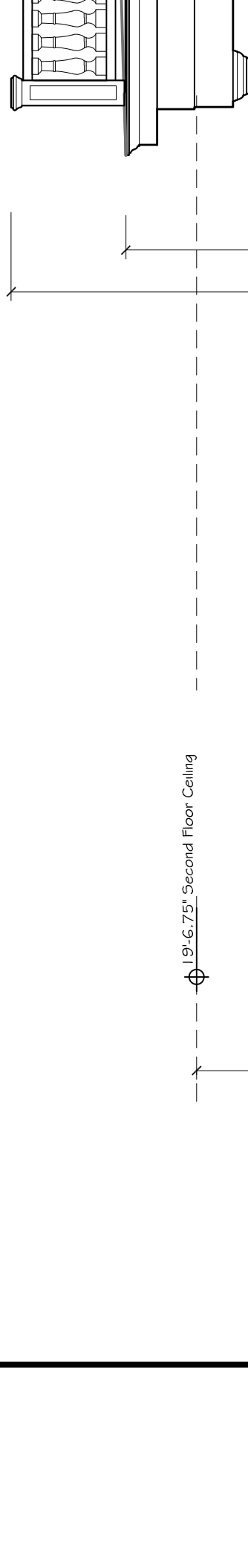
AT 4/12 PITCHES AND STEEPER:

ARCHITECTURAL SHINGLES TO MATCH EXISTING
OVER MINIMUM ONE LAYER OF UNDERLAYMENT* ON
5/8" APA RATED PLYWOOD OVER ENGINEERED
WOOD TRUSSES AT 24" O.C. MAX.

FLASHING NOTE:

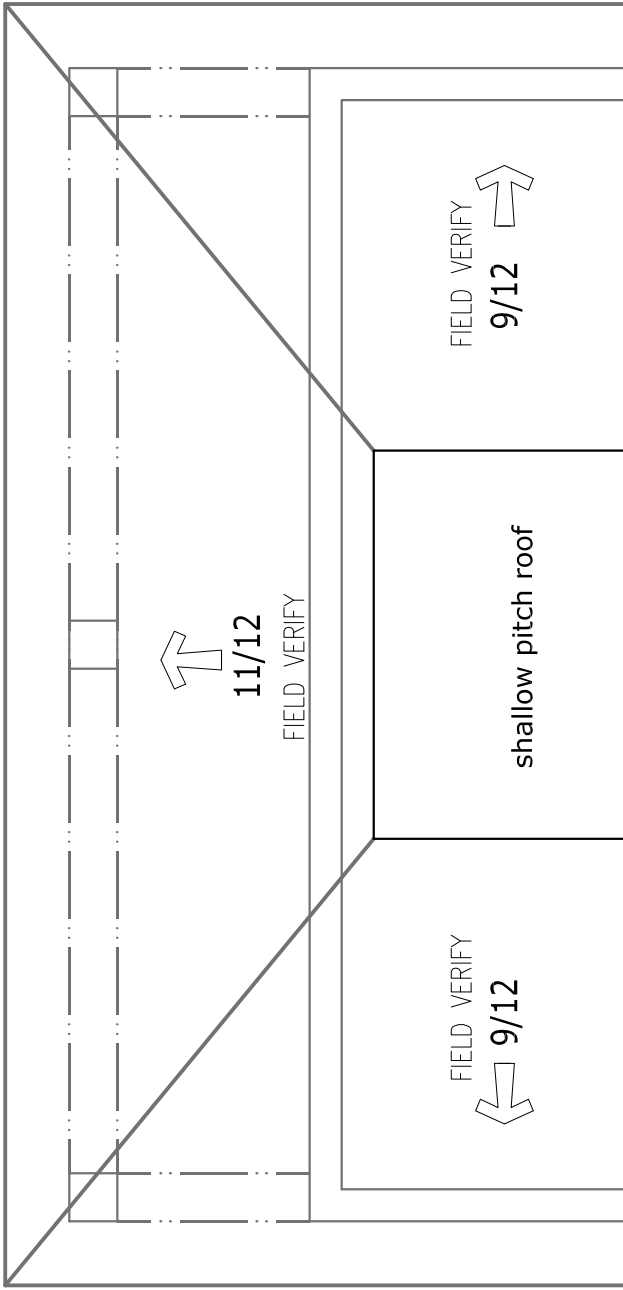
USE APPROVED CORROSION-RESISTIVE FLASHING AT TOPS AND SIDES OF ALL WINDOWS AND DOORS AS NEEDED. USE AT ALL ROOF DECK INTERSECTIONS AT WALLS, UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS, AND AT ALL WALL AND ROOF INTERSECTIONS, AND AT ALL WALL AND TRIM INTERSECTIONS.

19'-6.75" Second Floor Ceiling



EXISTING
HOSE BIBB
REMOVED

3'-2"



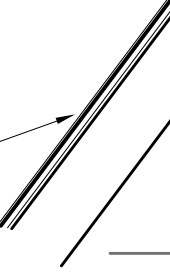
FLASHING NOTE:

USE APPROVED CORROSION-RESISTIVE FLASHING AT TOPS AND SIDES OF ALL WINDOWS AND DOORS AS NEEDED. USE AT ALL CHIMNEY AND DECK INTERSECTIONS AT WALLS, UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS, AND AT ALL WALL AND ROOF INTERSECTIONS, AND AT ALL WALL AND TRIM INTERSECTIONS.

AT 4/12 PITCHES AND STEEPER:

ARCHITECTURAL SHINGLES TO MATCH EXISTING
OVER MINIMUM ONE LAYER OF UNDERLAYMENT
5/8" APA RATED PLYWOOD OVER EXISTING
TRUSSES AT 24" O.C. MAX. OR RAFTERS

~~*UNDERLAYMENT SHALL BE AS PER
CONFORM TO ASTM D 226 TYPE I
D 4869, TYPE I OR TYPE II, OR A~~





Planning & Zoning Board

agenda item

item type Public Hearings (Public participation and comment on these matters must be in-person.)	meeting date June 7, 2022
prepared by Allison McGillis	approved by
board approval Completed	
strategic objective	

subject

CU #22-05: Request of PRN Real Estate & Investments, Ltd., a Florida limited partnership.

item list

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

motion / recommendation

Staff Recommendation is for Approval with three conditions:

1. That the frontage along Morse Boulevard be landscaped with a retaining wall along the sidewalk to overcome the grade drop and prevent the landscape area mulch, etc. from floating downhill into the sidewalk/streets.
2. That the rooftop mechanical equipment be centered behind the parapet façade over the front entrance to screen and that other screening be required to prevent visibility from the street (per code).
3. That the building meters and general back-of-house equipment not be located on a street facing wall/frontage.

background

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

Project Description

The property requesting this Conditional Use, 1133 West Morse Boulevard, is concurrently undergoing the process with Orange County to be combined with the property to the north, 140 North Orlando Avenue, which is occupied by the First Watch restaurant building. Both properties are under the same ownership and have a combined size of 66,211 square feet (1.52 acres). In terms of Floor Area Ratio (FAR), when adding the proposed 16,500 square foot building to the existing square footage of the First Watch building (4,220 square feet), yields a FAR of 31%, less than the maximum 45%. The project meets all setback requirements and will provide landscaping as required by code, and stormwater retention will be provided via underground exfiltration.

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

Parking Analysis

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

As shown on the proposed site plan, 22 spaces are provided onsite behind the building. To account for the shortage of 25 onsite parking spaces, the applicant has provided a shared parking easement between the subject property and 200 North Orlando Avenue (Sleep Number/Stretch Lab), 140 North Orlando Avenue (First Watch restaurant), and 220 North Orlando Avenue (proposed 5,297-square foot Paradise Grills building that is also requesting Conditional Use approval at the June 7, 2022 P&Z Board meeting).

In terms of parking requirements for the properties included within the shared parking easement, 47 spaces required are required for Ferguson Enterprises, 16 spaces are required for Paradise Grills, 11 spaces are required from Sleep Number/Stretch Lab, and 50 spaces are required for First Watch, for a total of 124 spaces. As previously mentioned, there are 23 spaces provided on the subject property (Ferguson Enterprises), 14 spaces provided on the proposed Paradise Grills property, and 92 spaces provide on the Sleep Number/Stretch Lab/First Watch properties, for a total of 129 spaces to meet the requirements for all properties.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Aerial Map- 1133 W Morse Blvd.pdf](#)

ATTACHMENTS:

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

ATTACHMENTS:

[220053.00 FERGUSON 2022.04.29.pdf](#)

ATTACHMENTS:

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

ATTACHMENTS:

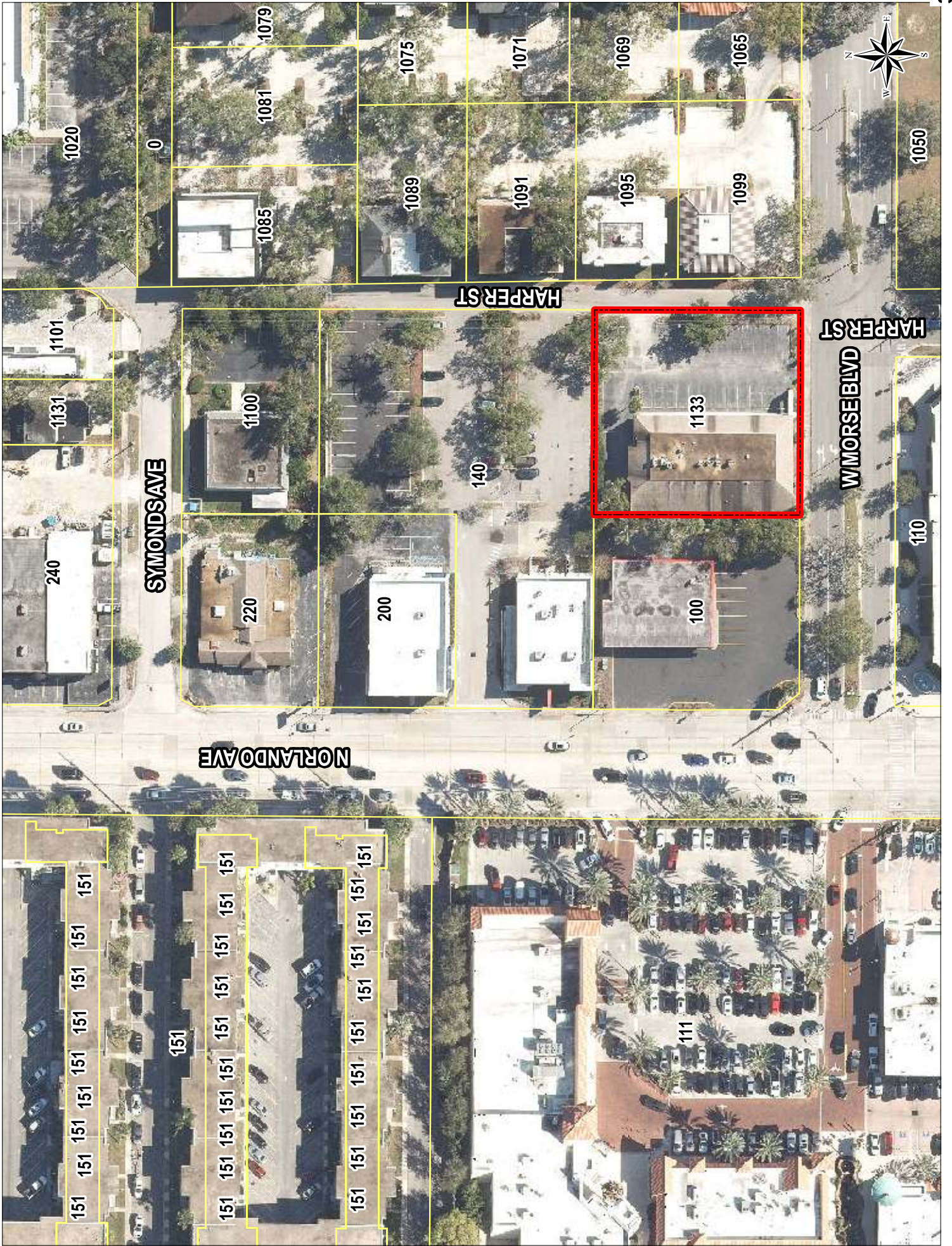
[2012-12-17 Declaration of Access and Parking Easement.pdf](#)

ATTACHMENTS:

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

ATTACHMENTS:

[SHARED PARKING AGREEMENT.pdf](#)



PARKING EASEMENT

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

RECITALS

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

AGREEMENT

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

1. Parking Easement.

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

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

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

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

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

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

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

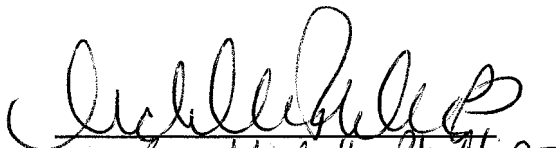
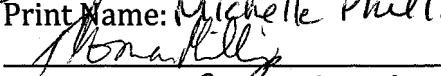
IN WITNESS WHEREOF, this Easement has been executed as of the day and year first above written.

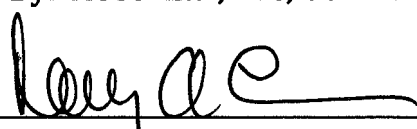
Signed, sealed and delivered in
the presence of:

140 N Orlando Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

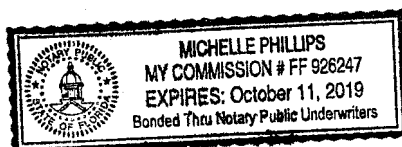
By: ROSSMAN, LLC, General Partner


Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

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



Notary

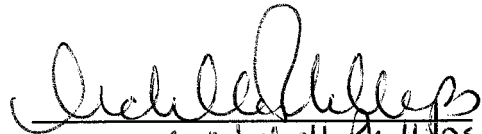
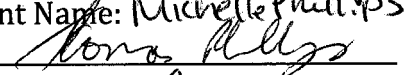

Print Name: Michelle Phillips

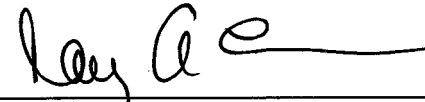
Signed, sealed and delivered in
the presence of:

1133 W Morse Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

By: ROSSMAN, LLC, General Partner

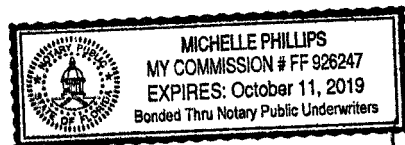

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

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



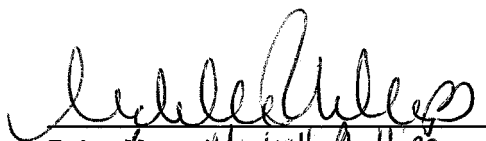
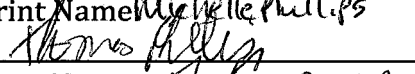
Notary

Print Name: Michelle Phillips

Signed, sealed and delivered in
the presence of:

220 N Orlando Parcel Owner:

CENTRECORP, INC., a Florida corporation

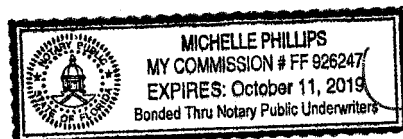

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, President

STATE OF FLORIDA

COUNTY OF ORANGE

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



Notary

Print Name: Michelle Phillips

CONSENT AND SUBORDINATION TO EASEMENT
140 N Orlando Parcel Mortgagee

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Signed, sealed and delivered in the presence of:

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

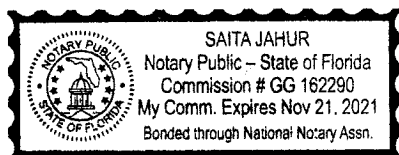
Seacoast National Bank

[Signature]
 By: Robert Dyer
 Its: SVP

STATE OF FLORIDA

COUNTY OF ORANGE

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



Notary

Saita Jahn

Print Name: SAITA JAHUR

Exhibit "A"
LEGAL DESCRIPTION

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

Exhibit "B"

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

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

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

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

"C"
Exhibit ~~4~~
Legal Description

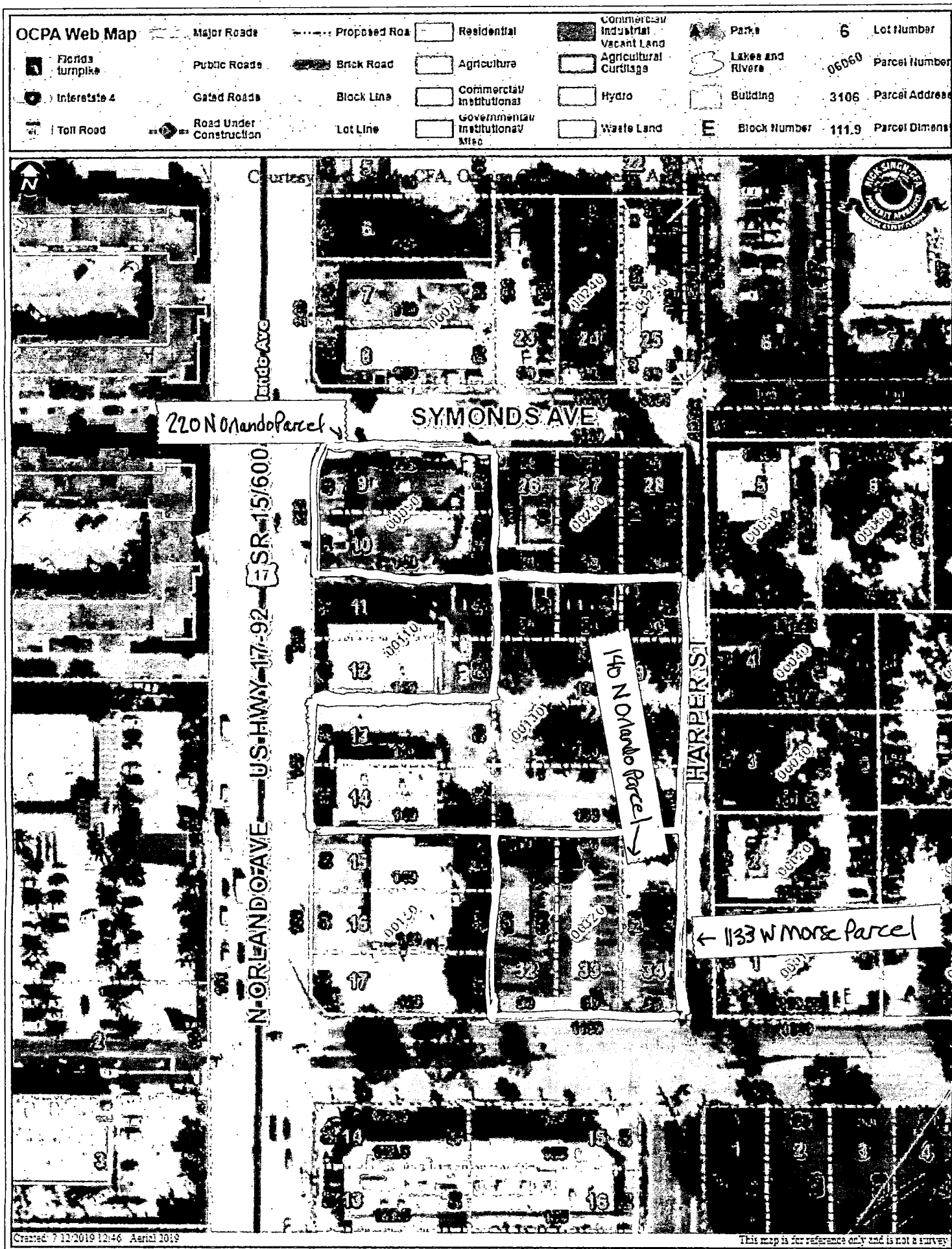
Lot 9 and Lot 10, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida, less and except the following described parcel:

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

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

7/12/2019

Exhibit "D" Printing



W

1

2

W

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

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

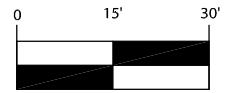
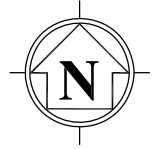
LOTS 32, 33, AND 34, KILLARNEY TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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

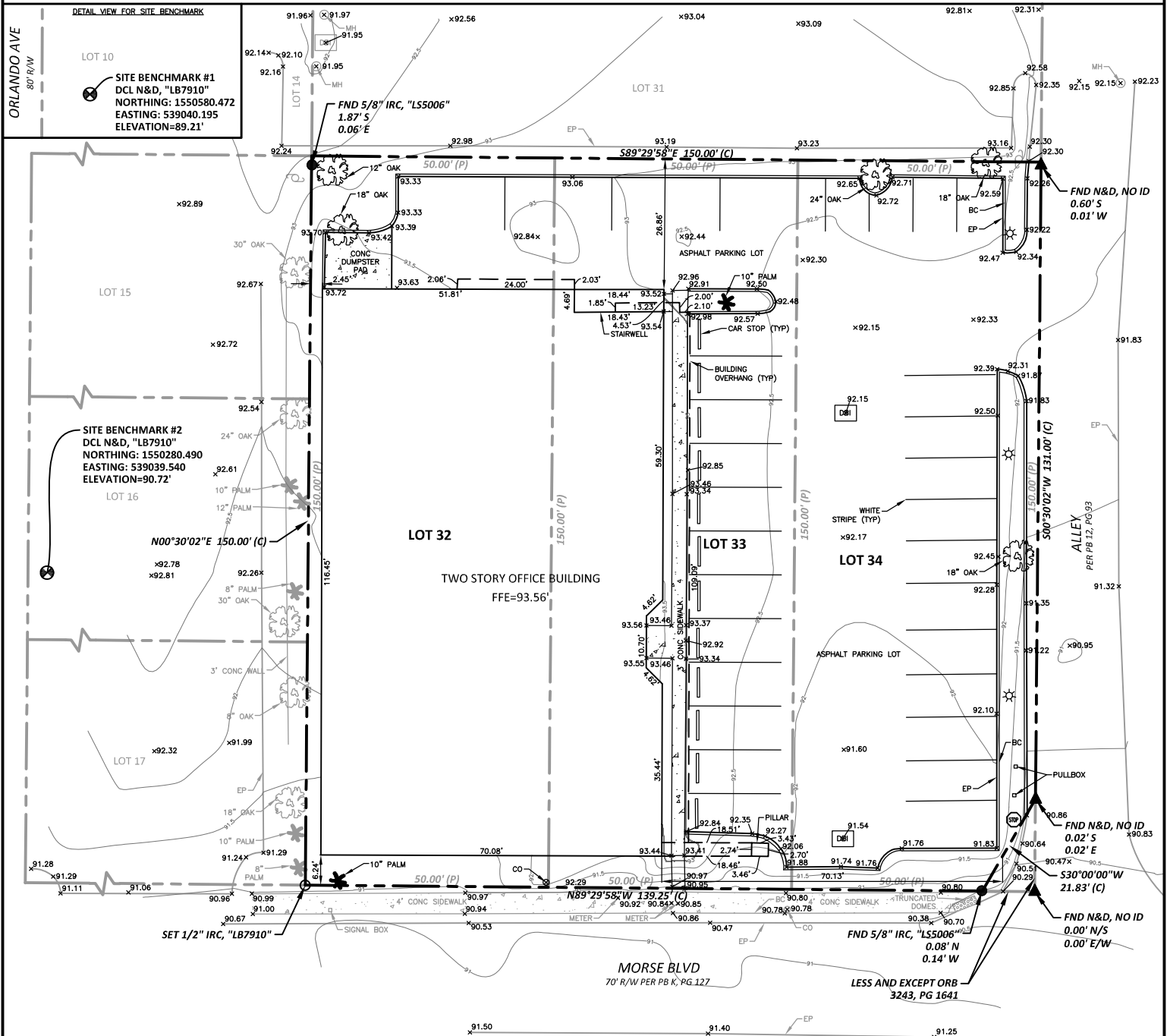
BEGIN AT THE SOUTHEAST CORNER OF LOT 34, KILLARNEY TERRACE AS RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE PROCEED NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 34 WHICH IS ALSO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CITY OF WINTER PARK, A MUNICIPAL CORPORATION,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

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

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

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

CERTIFY TO

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

LEGEND

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

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

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



DECLARATION OF ACCESS AND PARKING EASEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Carmel:

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

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

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

Witnesses:

COMMERCIAL REALTY GROUP, INC.

Donna L. Gardner
Print Name: DONNA L. GARDNER

By: [Signature]
Neill O'Brien, President

[Signature]
Print Name: John Simpson Jr



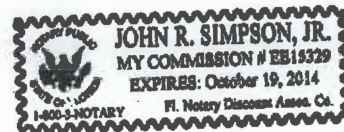
STATE OF FLORIDA

COUNTY OF Orange

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

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

(NOTARY SEAL)



Attachments

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Signed, sealed and delivered
in the presence of:

HOUSTON SPRINGS INVESTMENTS,
LLC, a Florida limited liability company

Victoria C. Huber
Print Name: Victoria C. Huber

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

Margaret S. Jones
Print Name: Margaret S. Jones

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

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



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Signed, sealed and delivered
in the presence of:

Hariot H. Greene Revocable Trust dated
June 29, 1999

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

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

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

Greene Revocable Trust dated
August 29, 1990

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

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

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

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

Margaret S. Jones
NOTARY PUBLIC



EXHIBIT A – CRG PARCEL

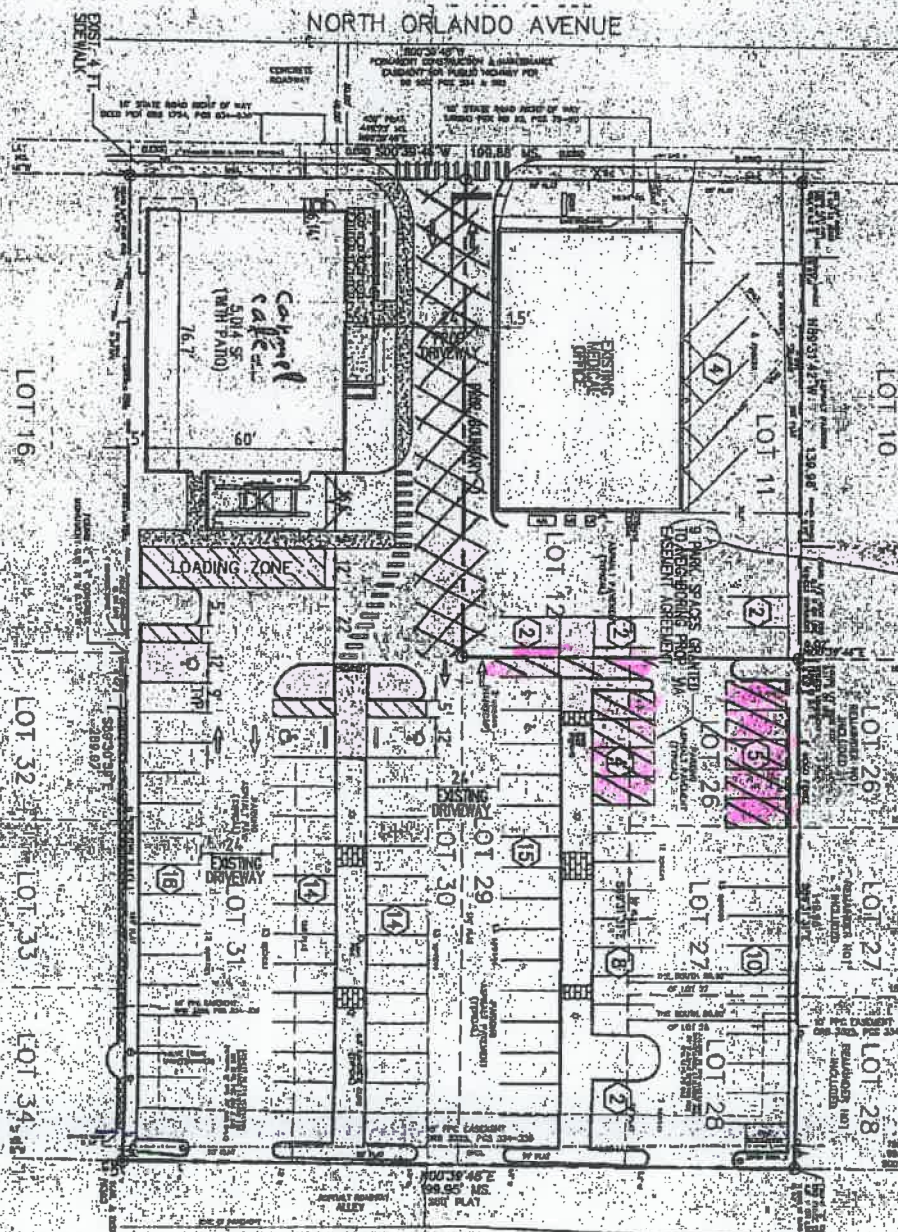
Lots 13, 14, 29, 30, 31 and the South 50 feet of Lots 26, 27 and 28, KILLARNEY TERRACE, according to the Plat thereof as recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida, Less right-of-way for Orlando Avenue (Highway 17-92).

EXHIBIT B – FP PARCEL

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

EXHIBIT C – SITE PLAN

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PARKING CALCULATION

EXISTING PARKING = 89 SPACES

REQUIRED PARKING

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 1 SPACE PER 50

PATRON AREA = 3,936 SF

= 3,936 SF / 50

= 79 SPACES

TOTAL PARKING REQUIRED = 98 S

PARKING PROVIDED

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 79 SPACES

TOTAL = 98 SPACES

NOTES

GENERAL:

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

LANDSCAPING:

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

SIGNAGE:

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

LIGHTING:

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

RAMPS:

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

STORMWATER MANAGEMENT

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

FIRE

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

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

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

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



Planning & Zoning Board

agenda item

item type Public Hearings (Public participation and comment on these matters must be in-person.)	meeting date June 7, 2022
prepared by Allison McGillis	approved by Allison McGillis, Jeffrey Briggs
board approval Completed	
strategic objective	

subject

CU #22-06: Request of CentreCorp Inc.

item list

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

motion / recommendation

Staff Recommendation is for Approval with three conditions:

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

background

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

Project Description

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

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

Parking Analysis

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

As shown on the proposed site plan, 14 spaces are provided onsite behind the building. To account for the shortage of two (2) onsite parking spaces, the applicant has provided a shared parking easement between the subject property and 200 North Orlando Avenue (Sleep Number/Stretch Lab), 140 North Orlando Avenue (First Watch restaurant), and 1133 West Morse Boulevard (proposed 16,500-square foot Ferguson Enterprises building that is also requesting Conditional Use approval at the June 7, 2022 P&Z Board meeting).

In terms of parking requirements for the properties included within the shared parking easement, 16 spaces required are required for Paradise Grills, 47 spaces are required for Ferguson Enterprises, 11 spaces are required from Sleep Number/Stretch Lab, and 50 spaces are required for First Watch, for a total of 124 spaces. As previously mentioned, there are 14 spaces provided on the subject property (Paradise Grills), 23 spaces provided on the proposed Ferguson Enterprises property, and 92 spaces provide on the Sleep Number/Stretch Lab/First Watch properties, for a total of 129 spaces that meets the requirements for all properties.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

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

ATTACHMENTS:

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

ATTACHMENTS:

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

ATTACHMENTS:

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

ATTACHMENTS:

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

ATTACHMENTS:

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

ATTACHMENTS:

[SHARED PARKING AGREEMENT.pdf](#)



BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

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

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

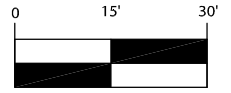
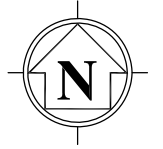
BEGIN ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AT A POINT 1322.27 FEET WEST OF THE SOUTHEAST CORNER OF SAID NE 1/4 OF SECTION 12, RUN THENCE NORTH 0°15'30" WEST, 15 FEET, THENCE RUN NORTH 0°14'30" WEST, A DISTANCE OF 2390.12 FEET TO THE BEGINNING OF A CURVE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

ALSO THE FOLLOWING:

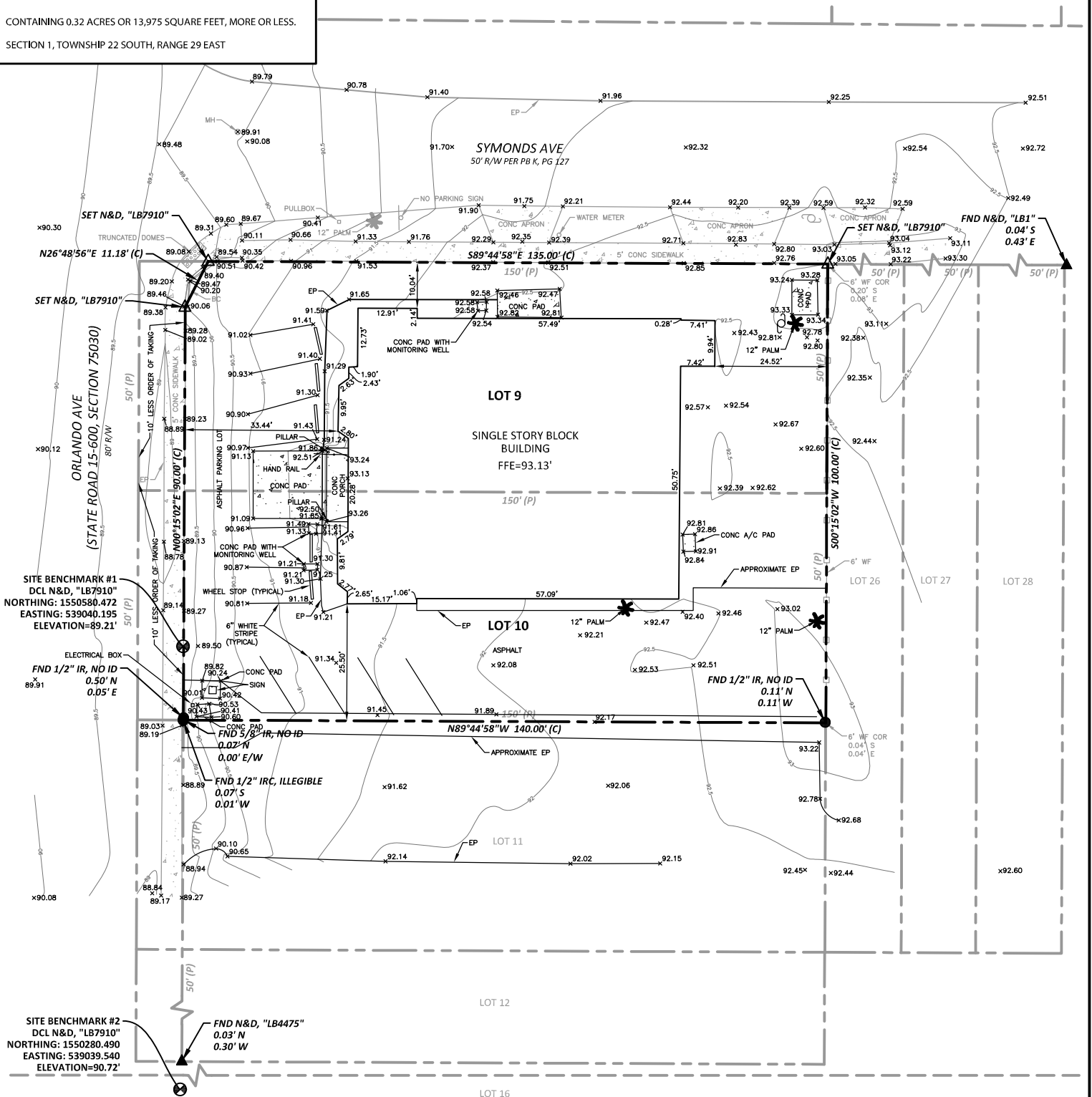
BEGIN ON THE NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600 AS LOCATED IN THE ABOVE DESCRIPTION, AT A POINT 10 FEET SOUTH OF THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SYMONDS AVENUE AS NOW EXISTS AND THE SAID NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600; THENCE RUN NORTH 10 FEET TO THE SOUTH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

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

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

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

CERTIFY TO

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

LEGEND

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

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

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



DECLARATION OF ACCESS AND PARKING EASEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Carmel:

{00013677.DOC.3}M:\FS9\9187\010\Docs\Declaration of Access & Parking Easement-001.doc

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

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

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

Witnesses:

COMMERCIAL REALTY GROUP, INC.

Donna L. Gardner
Print Name: DONNA L. GARDNER

By: [Signature]
Neill O'Brien, President

[Signature]
Print Name: John Simpson Jr



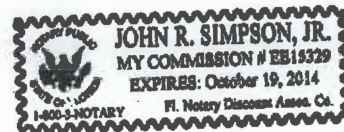
STATE OF FLORIDA

COUNTY OF Orange

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

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

(NOTARY SEAL)



Attachments

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Signed, sealed and delivered
in the presence of:

HOUSTON SPRINGS INVESTMENTS,
LLC, a Florida limited liability company

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

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

Margaret S. Jones
Notary Public

Name: Margaret S. Jones
(Printed or Typed)

Commission No.: FF 122298

My Commission Expires: 9/18/15



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Signed, sealed and delivered
in the presence of:

Hariot H. Greene Revocable Trust dated
June 29, 1999

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

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

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

Greene Revocable Trust dated
August 29, 1990

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

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

Victoria C. Huber
Print Name: Victoria C. Huber

Margaret S. Jones
Print Name: Margaret S. Jones

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

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

Margaret S. Jones
NOTARY PUBLIC



EXHIBIT A – CRG PARCEL

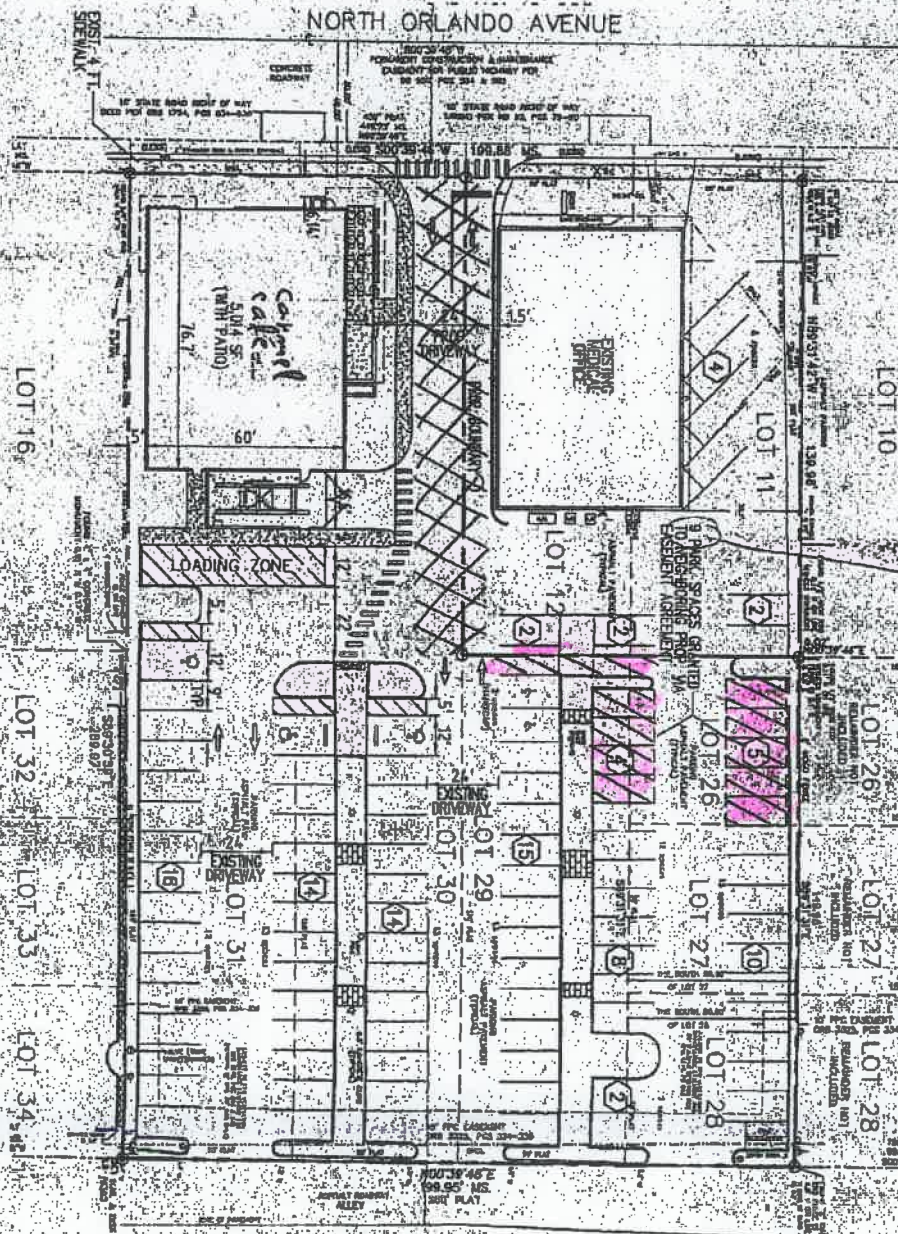
Lots 13, 14, 29, 30, 31 and the South 50 feet of Lots 26, 27 and 28, KILLARNEY TERRACE, according to the Plat thereof as recorded in Plat Book K, Page 127 of the Public Records of Orange County, Florida, Less right-of-way for Orlando Avenue (Highway 17-92).

EXHIBIT B – FP PARCEL

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

EXHIBIT C – SITE PLAN

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



PARKING CALCULATION

EXISTING PARKING = 89 SPACES

REQUIRED PARKING

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 1 SPACE PER 50

PATRON AREA = 3,936 SF

= 3,936 SF / 50

= 79 SPACES

TOTAL PARKING REQUIRED = 98 S

PARKING PROVIDED

MEDICAL OFFICE = 19 SPACES

RESTAURANT = 79 SPACES

TOTAL = 98 SPACES

PARKING EASEMENT

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

RECITALS

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

AGREEMENT

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

1. Parking Easement.

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

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

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

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

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

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

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

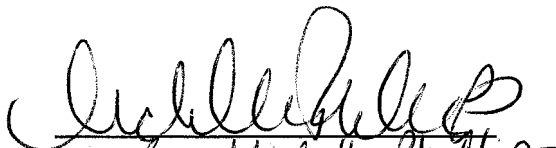
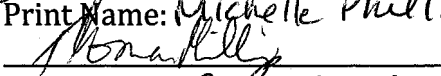
IN WITNESS WHEREOF, this Easement has been executed as of the day and year first above written.

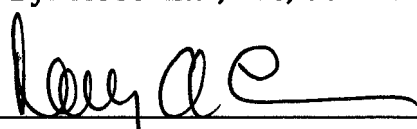
Signed, sealed and delivered in
the presence of:

140 N Orlando Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

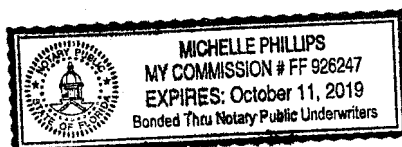
By: ROSSMAN, LLC, General Partner


Print Name: Michelle Phillips

Print Name: Thomas Phillips

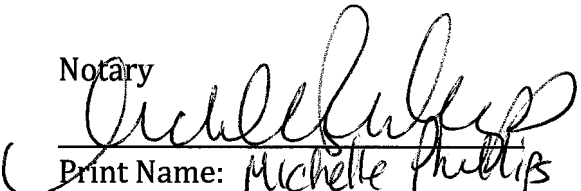

By: Nancy A. Rossman, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

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



Notary

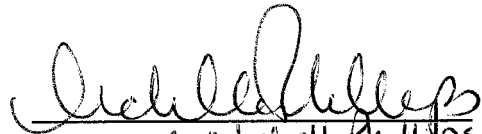
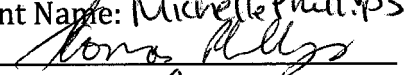

Print Name: Michelle Phillips

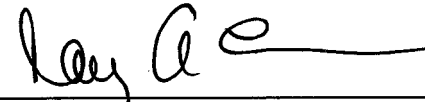
Signed, sealed and delivered in
the presence of:

1133 W Morse Parcel Owner:

PRN REAL ESTATE & INVESTMENTS, LTD.

By: ROSSMAN, LLC, General Partner

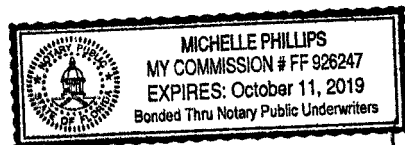

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

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



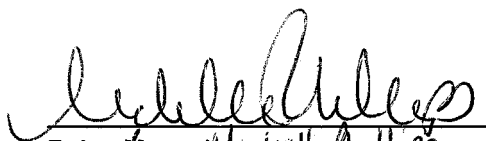
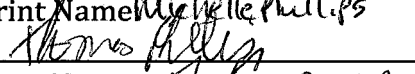
Notary

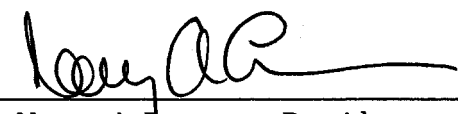
Print Name: Michelle Phillips

Signed, sealed and delivered in
the presence of:

220 N Orlando Parcel Owner:

CENTRECORP, INC., a Florida corporation

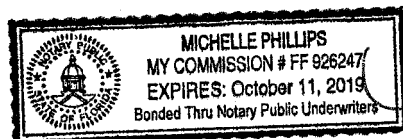

Print Name: Michelle Phillips

Print Name: Thomas Phillips


By: Nancy A. Rossman, President

STATE OF FLORIDA

COUNTY OF ORANGE

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



Notary

Print Name: Michelle Phillips

CONSENT AND SUBORDINATION TO EASEMENT
140 N Orlando Parcel Mortgagee

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Signed, sealed and delivered in the presence of:

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

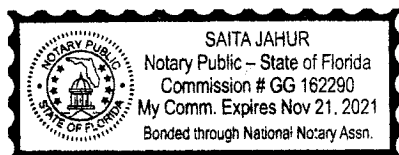
Seacoast National Bank

[Signature]
 By: Robert Dyer
 Its: SVP

STATE OF FLORIDA

COUNTY OF ORANGE

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



Notary

Saita Jahn

Print Name:

SAITA JAHUR

Exhibit "A"
LEGAL DESCRIPTION

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

Exhibit "B"

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

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

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

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

"C"
Exhibit ~~C~~
Legal Description

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

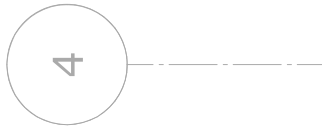
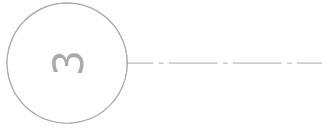
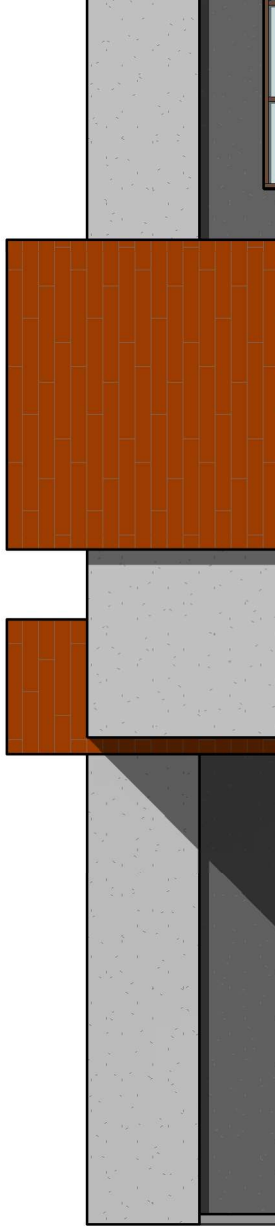
That part of Lot 9 and Lot 10, KILLARNEY TERRACE, according to the plat thereof, as recorded in Plat Book "K", Page 127, Public Records of Orange County, Florida, lying within 40 feet East of the survey line of State Road 15-600, Section 75030, said survey line being described as follows:

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

7/12/2019

Exhibit "D" Printing





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

3

NOTES

GENERAL:

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

LANDSCAPING:

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

SIGNAGE:

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

LIGHTING:

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

RAMPS:

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

STORMWATER MANAGEMENT

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

FIRE

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

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

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

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



Planning & Zoning Board

agenda item

item type Public Hearings (Public participation and comment on these matters must be in-person.)	meeting date June 7, 2022
prepared by Jeffrey Briggs	approved by John Harbilas, Jeffrey Briggs
board approval Completed	
strategic objective	

subject

CPA #22-01, RZ #22-01, SUB #22-01: Request of Charles Veigle, Sr. and Kathleen Greene

item list

Request of Charles Veigle, Sr. and Kathleen Greene to amend the comprehensive plan future land use map and zoning map to change the designation of Office (O-1) to Single Family Residential (R-1AA) on the property at 2525 Audrey Avenue and for subdivision plat approval to divide the property into three single family home lots.

motion / recommendation

Staff Recommendation is for Approval of the Future Land Use/Zoning changes and Subdivision into three single family lots with the following condition:

1. That a Note is provided on the Plat indicating that the boathouse/dock dimensions be limited to no more than 30 feet into the lake, that the structures be no wider than 16 feet and that the structures be permitted a 5-foot side setback measured on the land with the Lake Killarney Advisory Board permitted to grant variances as necessary to protect the existing cypress trees.

background

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

Current Permitted Use:

With the existing land use/zoning designation of office, this property could be used for up

to a three story, 55-foot tall, 38,129-square foot office building with 152 parking spaces. Furthermore, the parking lot could be within 25 feet of the lake. At the maximum building size, the traffic generation would be approximately 650 cars/day, and the hours of operation would not be restricted by city codes.

Proposed Future Use:

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

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

Subdivision Plans:

The subdivision plans show provision of sanitary sewer to these lots via a connection to the lift station on the property line that serves the 87 apartment units in the adjacent Lakeside Manor apartment property. A new water line including fire hydrants will be extended into this site. One unique aspect of this property is that the purchase came with the requirement to provide for storm water retention for the Advent Health properties. The retention area shown in the northeast corner of the site is sized to accommodate that runoff and the new runoff from the common driveway. Each individual lot then will provide on-site retention for their single-family residence and other improvements on each property. The implementation of this subdivision will be via a formal replat and the creation of a Homeowners Association that will share in the expense of maintaining all of the common features of the development. The plat is also the vehicle for recording any conditions of approval granted to this development.

Lakefront Reviews:

As these new single-family lots will be lakefront lots, each individual home will need approval by the Planning and Zoning Board for conformance to the environmental aspects of those reviews. Any boathouses/docks will need review and approval by the

Lake Killarney Advisory Board. Given the narrow widths at the lakefront portion of these lots (40-50 feet), staff is suggesting a condition of approval to limit the width of any boathouse/docks to no more than 16 feet. This is the same condition placed on the newly created lakefront lots along Country Club Drive, which have a similar narrow lakefront width.

Adjacent Allstate Insurance Office:

At the entrance to this property at 2531 Audrey Avenue, is a 1953 home, which was converted to an Allstate insurance office. The property has a portion of the parking lot and a pole sign that are located within the platted right-of-way area of what the 1926 Killarney Acres Plat calls Killarney Blvd. There is no roadway there today, it was vacant ground that became used for parking and the sign, by the insurance office, many decades ago prior to annexation into the city. The applicants plan to use this platted public right-of-way for access to their property. It varies in width from 50 to 70 feet wide, just like a typical right-of-way that anticipates a two-way roadway, and is wide enough for a two-lane roadway, as it was originally platted to contain.

The applicants understand that this project interferes with the current parking layout and the existing Allstate pole sign. The plan presented for this redevelopment shows how four parking spaces can be reconfigured for use by this 1,400 square feet insurance office. The fact that the platted right-of-way has not been used for a roadway (until now) does not adversely affect the ability of the applicant to use that public right-of-way for access into their property. The City Attorney has confirmed that there is no “hostile possession” or “squatters rights” against a public right-of-way/public ownership. As the Board will hear at the public hearing for this request, the owner of 2531 Audrey Avenue is not in favor of this change to the right-of-way, as they have been using this public land for decades. However, the land is public and not theirs to use exclusively, and it was platted as a public right-of-way, and can be used for roadway access to this property.

Comprehensive Plan Policy Interpretation:

The Comprehensive Plan Policy below speaks to requiring public access for the development of large “unplatted” lakefront tracts. This property is platted as part of Lot 13 of the West Winter Park plat from 1926, so the policy does not apply to this 1.95-acre parcel.

Policy 1-5.1.6: Development of Large Lakefront Tracts to Provide Adequate Public Access for Public Purposes The development of large unplatted lakefront tracts shall include provisions for public access of a passive nature and public visual access along with agreements for the proper maintenance of these areas.

Summary and Recommendation

For a variety of reasons, the cumulative impacts of building height, building size, traffic generation and intensity of use are all less impactful via this requested land use change from office to single family residential. The three proposed lakefront lots exceed the requirements of the R-1AA zoning, and are comparable with the lot sizes of the surrounding neighborhood. The three proposed homes will need the subsequent lakefront approval by the Planning and Zoning board, at which time the specific details on the lakefront review criteria will be provided to the Board. As previously mentioned, given the narrow widths at the lakefront portion of these lots (40-50 feet), staff is suggesting a condition of approval to limit the width of any boathouse/docks to no more than 16 feet. This is the same condition placed on the newly created lakefront lots along Country Club Drive, which have a similar narrow lakefront width.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Map and aerial.pdf](#)

ATTACHMENTS:

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

ATTACHMENTS:

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

ATTACHMENTS:

[zoomed in aerial map.pdf](#)

ATTACHMENTS:

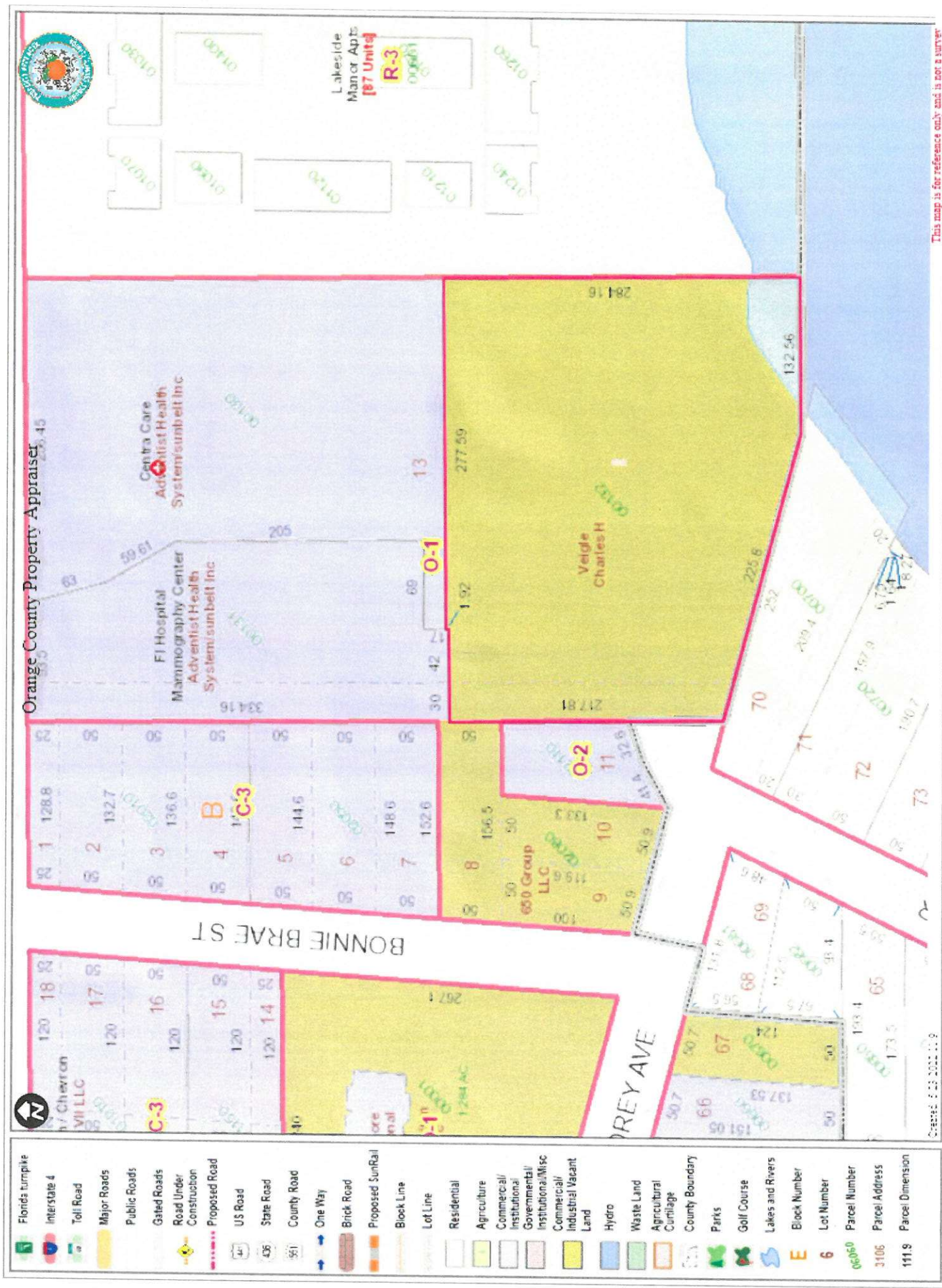
[Killarney Acres Plat.pdf](#)

ATTACHMENTS:

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

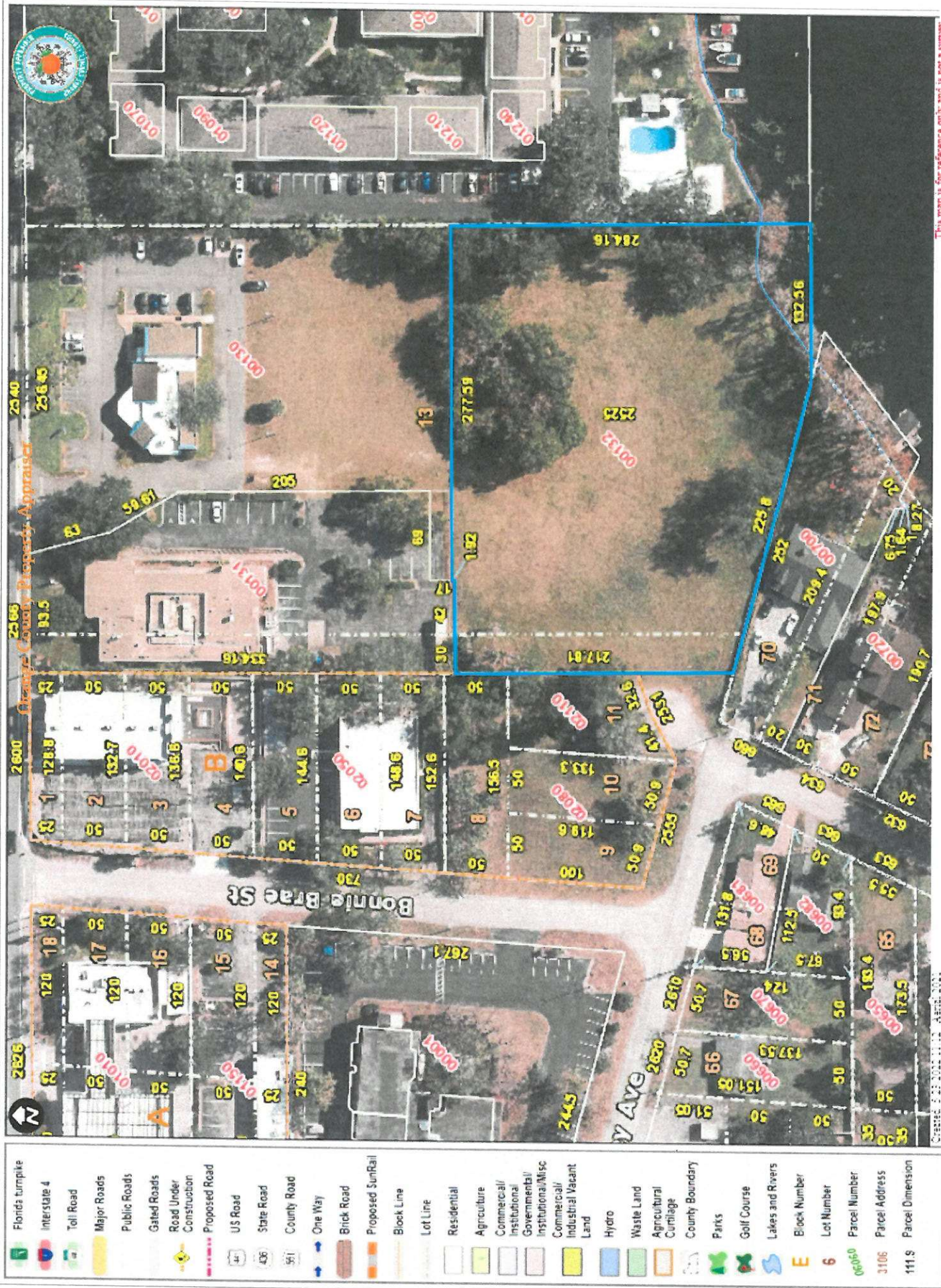
ATTACHMENTS:

[Ord._2525 Audrey_Zoning.doc](#)

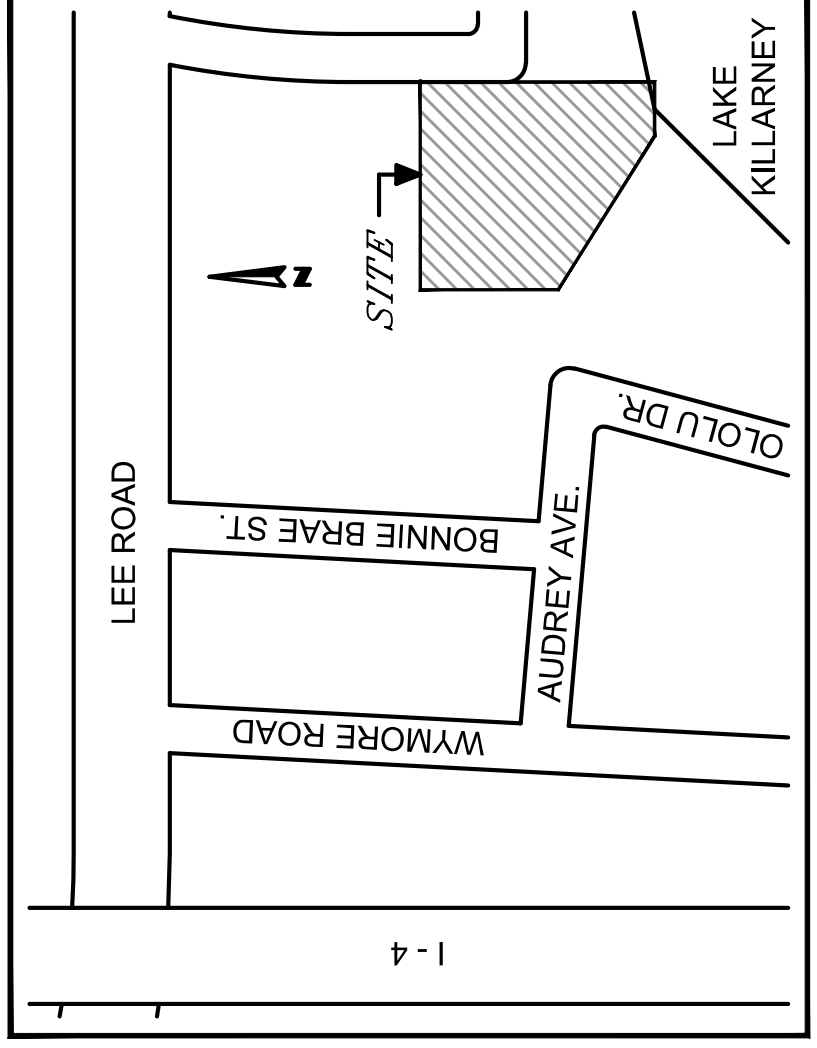


Created: 6/23/2022 10:09

This map is for reference only and is not a survey



PRE



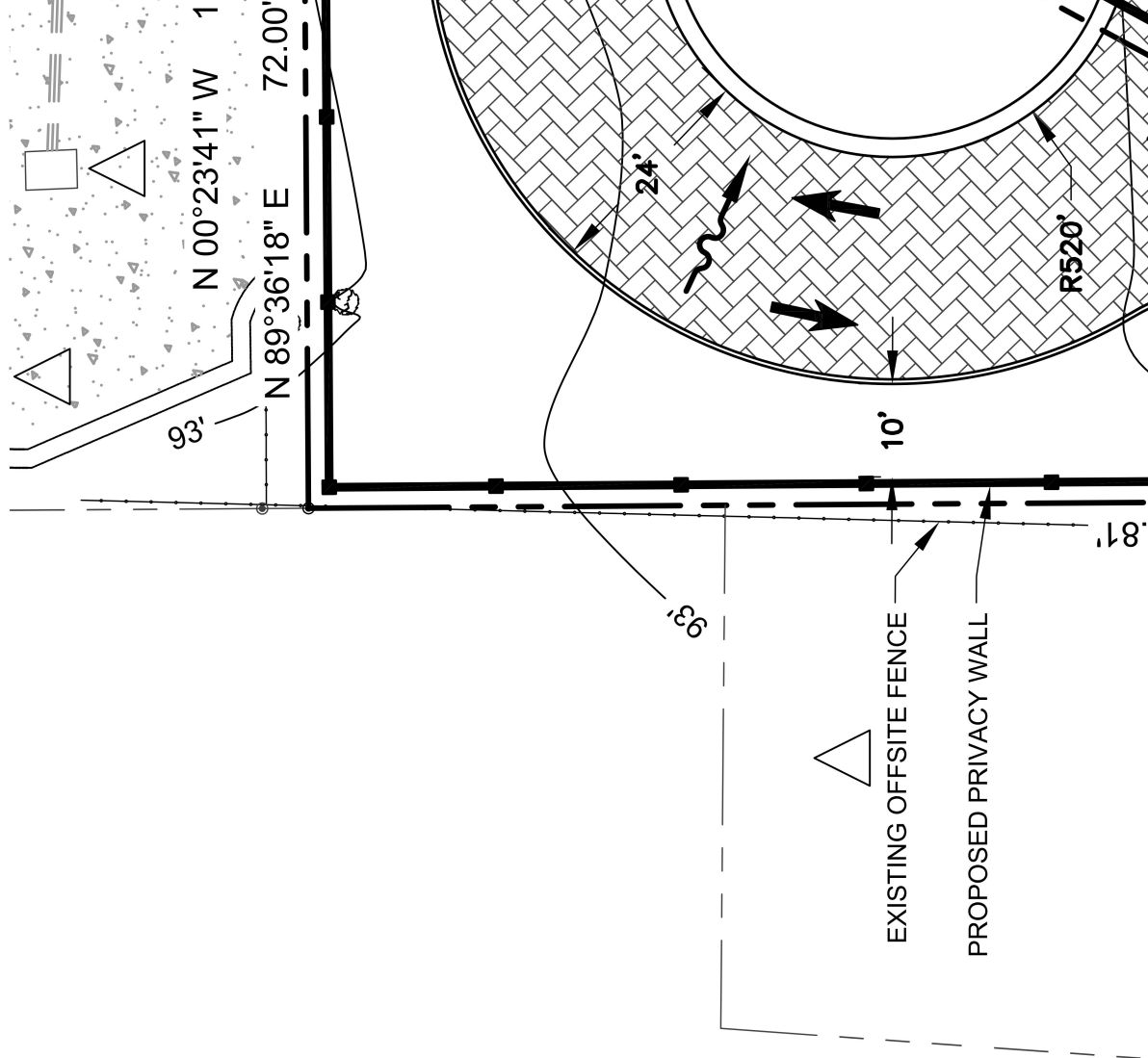
N 00°23'41" W

N 89°36'18" E

72.0



SITE DATA TABLE	
CURRENT ZONING:	
O-1	
FUTURE ZONING:	
R1-AA	
CURRENT LAND USE:	
VACANT	
FUTURE LAND USE:	
RESIDENTIAL - SINGLE FAMILY	
FLOOR AREA RATIO:	
38%	
BUILDING SETBACKS:	
FRONT	= 25'
SIDES	= 10'
REAR	= 50'
LANDSCAPE BUFFERS:	
FRONT	= 10'
SIDES	= 10'
REAR	= 10'
PROPOSED CONDITIONS:	
IMPERVIOUS (BUILDINGS) =	



Boundary & Topographic Survey

Legal Description:

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

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

FLOOD DISCLAIMER:

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

CERTIFIED TO:

VEIGLE PROPERTIES

01-222

Exis
Fu

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

N 88

Parcel ID

01-22-29-9180

Owner

650 Wym

Professional

Condominium

Inc.

Existing Zonin

Future Land

Office Profes

5/16/2022

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

Thank you for speaking with us on Friday.

This is our letter of objection, per our conversation.

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

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

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

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

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

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

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

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

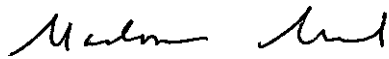
We have been approached at various times in the past by the owner to force us to accept a two way entrance that would ruin our property and put our employees and clients in danger.

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

We would like to have this problem permanently resolved.

Thank you for time and help in this matter.

Sincerely yours,

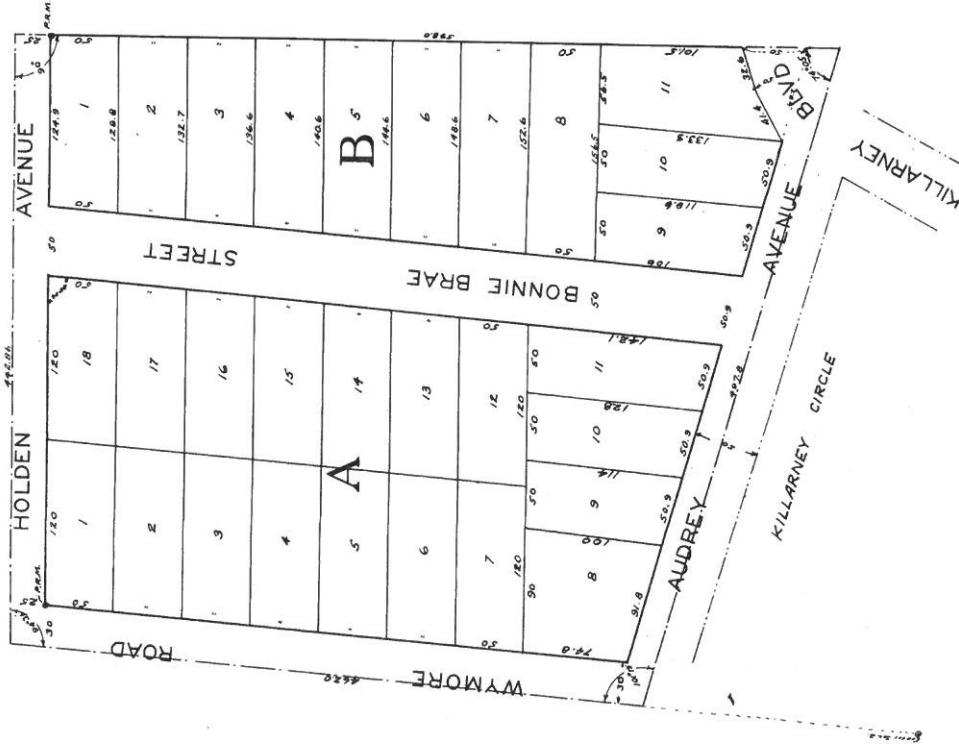
A handwritten signature in cursive script, appearing to read "Madonna".A handwritten signature in cursive script, appearing to read "Victor Morel".

Madonna and Victor Morel



KILLARNEY ACRES

A SUBDIVISION OF LOT 12 PLAT BOOK A, PAGE 62
IN N.E. 1/4 OF SEC. 2 TWP. 22 R. 29 E.
WINTER PARK FLORIDA



Scale 1 in. = 50 ft.

Date of Survey 2-11-36

935 Mar 25th
Plat 0
B.M. Robinson
M. A. Howard

DESCRIPTION - Beginning at a point 200 N of center of Sec. 2-22-29 Run with center line of Wymore Road N 45 E, to E of Holden Ave. East 22 E, South 89 W, to S.E. corner of Sec. 2, Thence N 79 W 40 W 49.78 to beginning.

State of Florida
County of Orange
I, the undersigned, hereby certify that I have surveyed the plat shown hereon, and that the same is a true and correct representation of the land platted and that permanent reference monuments have been placed as called for by law. Attest My Hand and Seal, this 12th day of March, 1936.
Civil Engineer, 385

State of Florida
County of Orange
I, the undersigned, hereby certify that I have surveyed the plat shown hereon, and that the same is a true and correct representation of the land platted and that permanent reference monuments have been placed as called for by law. Attest My Hand and Seal, this 12th day of March, 1936.
Civil Engineer, 385

Witness
J. H. Kimber
Owner

Witness
Elizabeth C. Kimber
Owner

State of Florida
County of Orange
On this day, personally appeared before me J. H. Kimber and Elizabeth C. Kimber, described in and who executed the foregoing certificate of ownership and acknowledged the same to be their free act and deed for the uses and purposes therein expressed and I further certify that this is a true and correct copy of the original as shown to me at a private examination taken and made before me separately at the residence of the said J. H. Kimber and Elizabeth C. Kimber, that she executed the same and that she is the owner of the same without compulsion, constraint, abridgment or fear of fear or fraud.
day of March, A.D. 1936

J. H. Kimber, Notary Public, State of Florida
My Commission Expires 12/15/37

Approved by the Commissioner of Mines, Feb. 15-1936
L. Fred Ward
Mayor

Examined, Accepted and Approved
B. M. Robinson Clerk, City of Winter Park, Fla.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Mayor Phillip Anderson

Attest:

City Clerk

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

Mayor Phillip Anderson

Attest:

City Clerk

BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

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

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

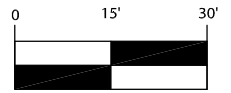
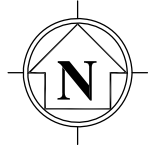
BEGIN ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AT A POINT 1322.27 FEET WEST OF THE SOUTHEAST CORNER OF SAID NE 1/4 OF SECTION 12, RUN THENCE NORTH 0°15'30" WEST, 15 FEET, THENCE RUN NORTH 0°14'30" WEST, A DISTANCE OF 2390.12 FEET TO THE BEGINNING OF A CURVE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

ALSO THE FOLLOWING:

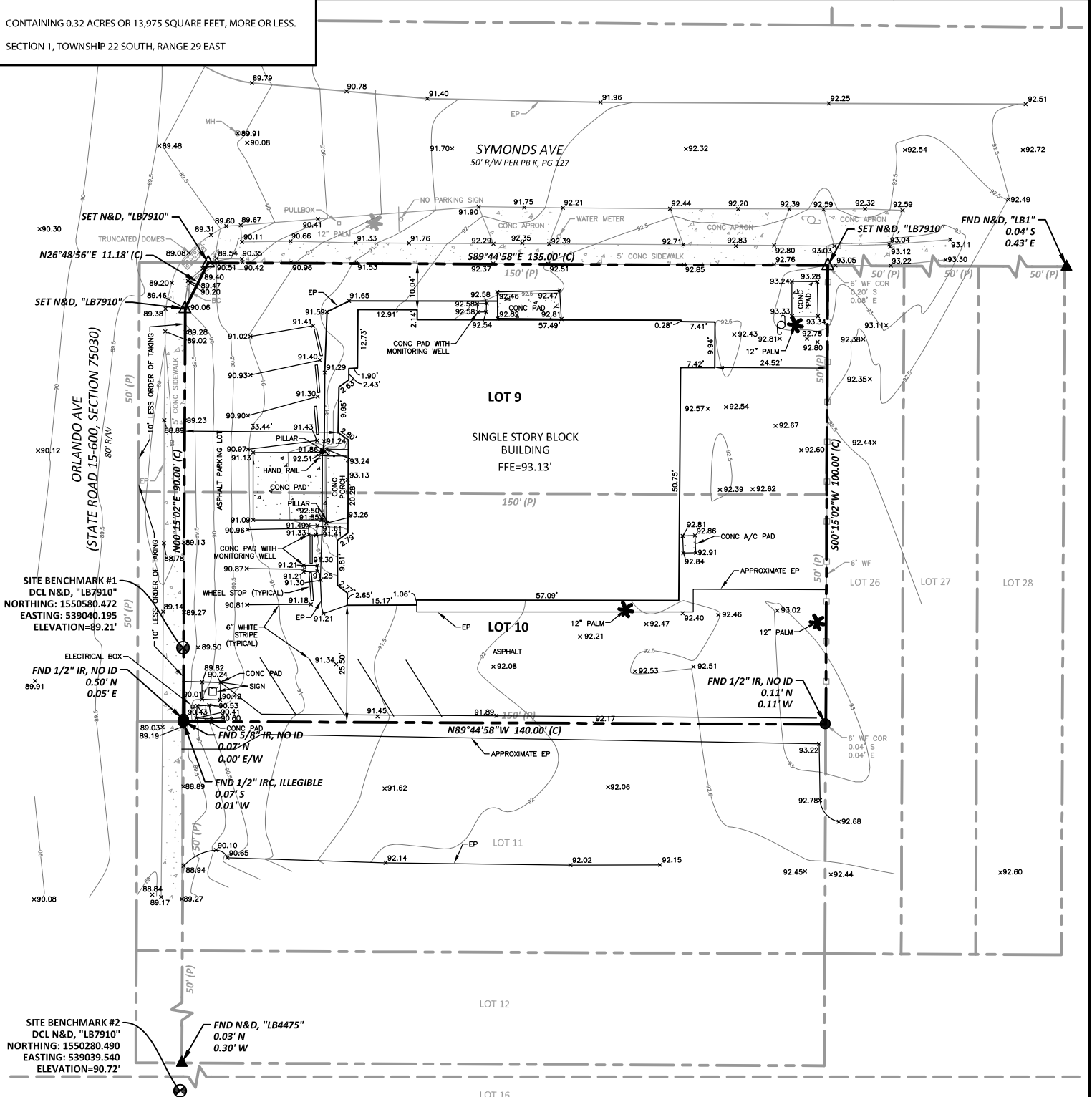
BEGIN ON THE NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600 AS LOCATED IN THE ABOVE DESCRIPTION, AT A POINT 10 FEET SOUTH OF THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SYMONDS AVENUE AS NOW EXISTS AND THE SAID NEW EAST RIGHT-OF-WAY LINE OF STATE ROAD 15-600; THENCE RUN NORTH 10 FEET TO THE SOUTH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

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

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

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

CERTIFY TO

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

LEGEND

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

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

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

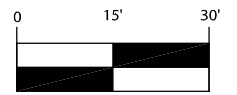
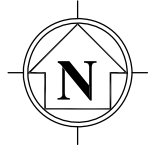
LOTS 32, 33, AND 34, KILLARNEY TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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

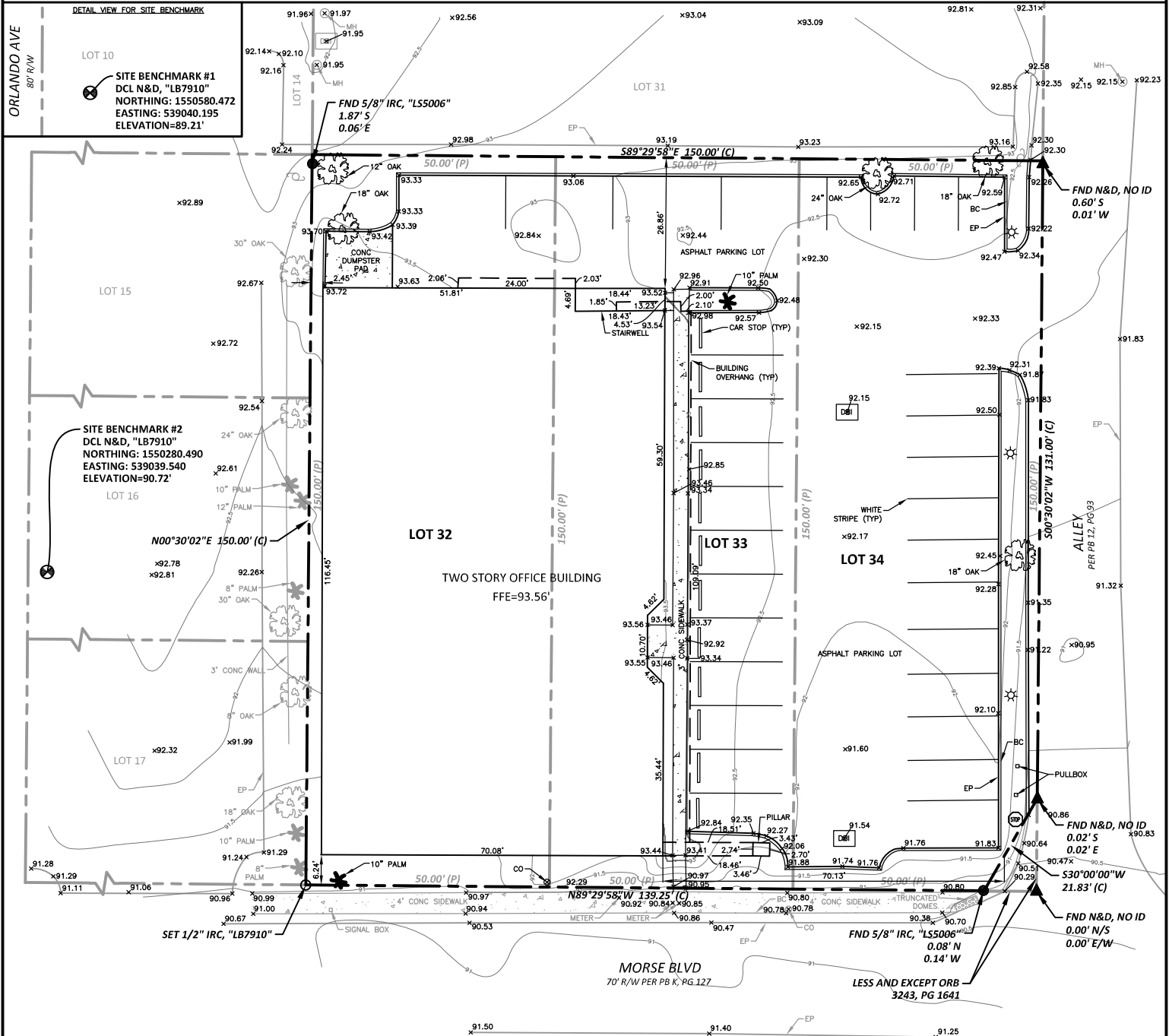
BEGIN AT THE SOUTHEAST CORNER OF LOT 34, KILLARNEY TERRACE AS RECORDED IN PLAT BOOK K, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE PROCEED NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 34 WHICH IS ALSO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CITY OF WINTER PARK, A MUNICIPAL CORPORATION,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

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

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST



SCALE: 1" = 30'



SURVEYOR'S NOTES

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

CERTIFY TO

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

LEGEND

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

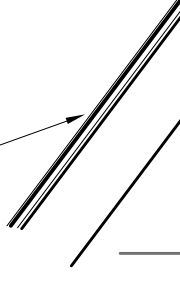
FLASHING NOTE:

USE APPROVED CORROSION-RESISTIVE FLASHING AT TOPS AND SIDES OF ALL WINDOWS AND DOORS AS NEEDED. USE AT ALL CHIMNEY AND DECK INTERSECTIONS AT WALLS, UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS, AND AT ALL WALL AND ROOF INTERSECTIONS, AND AT ALL WALL AND TRIM INTERSECTIONS.

AT 4/12 PITCHES AND STEEPER:

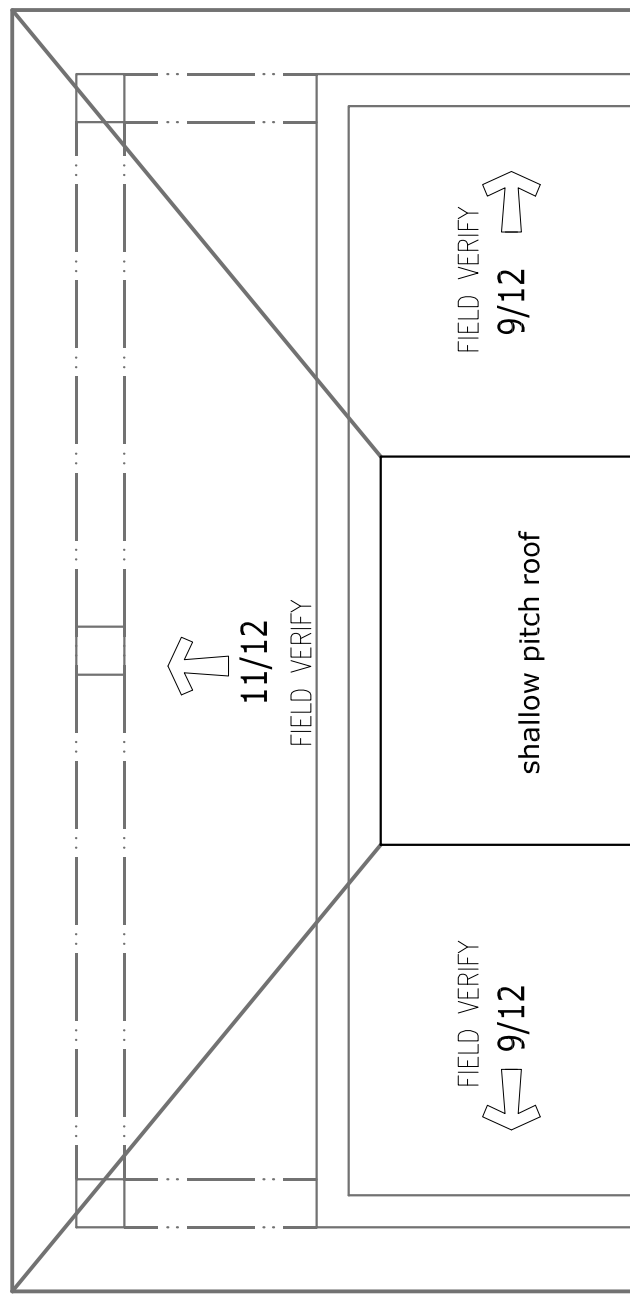
ARCHITECTURAL SHINGLES TO MATCH EXISTING
OVER MINIMUM ONE LAYER OF UNDERLAYMENT
5/8" APA RATED PLYWOOD OVER EXISTING
TRUSSES AT 24" O.C. MAX. OR RAFTERS

~~*UNDERLAYMENT SHALL BE AS PER
CONFORM TO ASTM D 226 TYPE I
D 4869, TYPE I OR TYPE II, OR A~~



EXISTING
HOSE BIBB
REMOVED

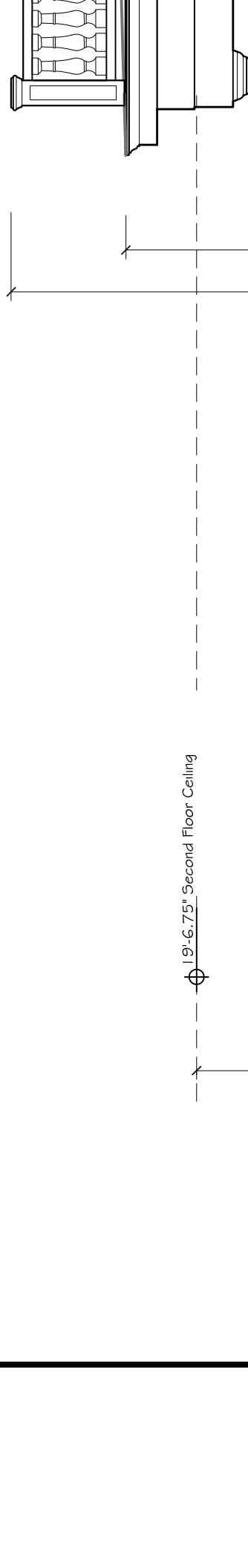
3'-2"

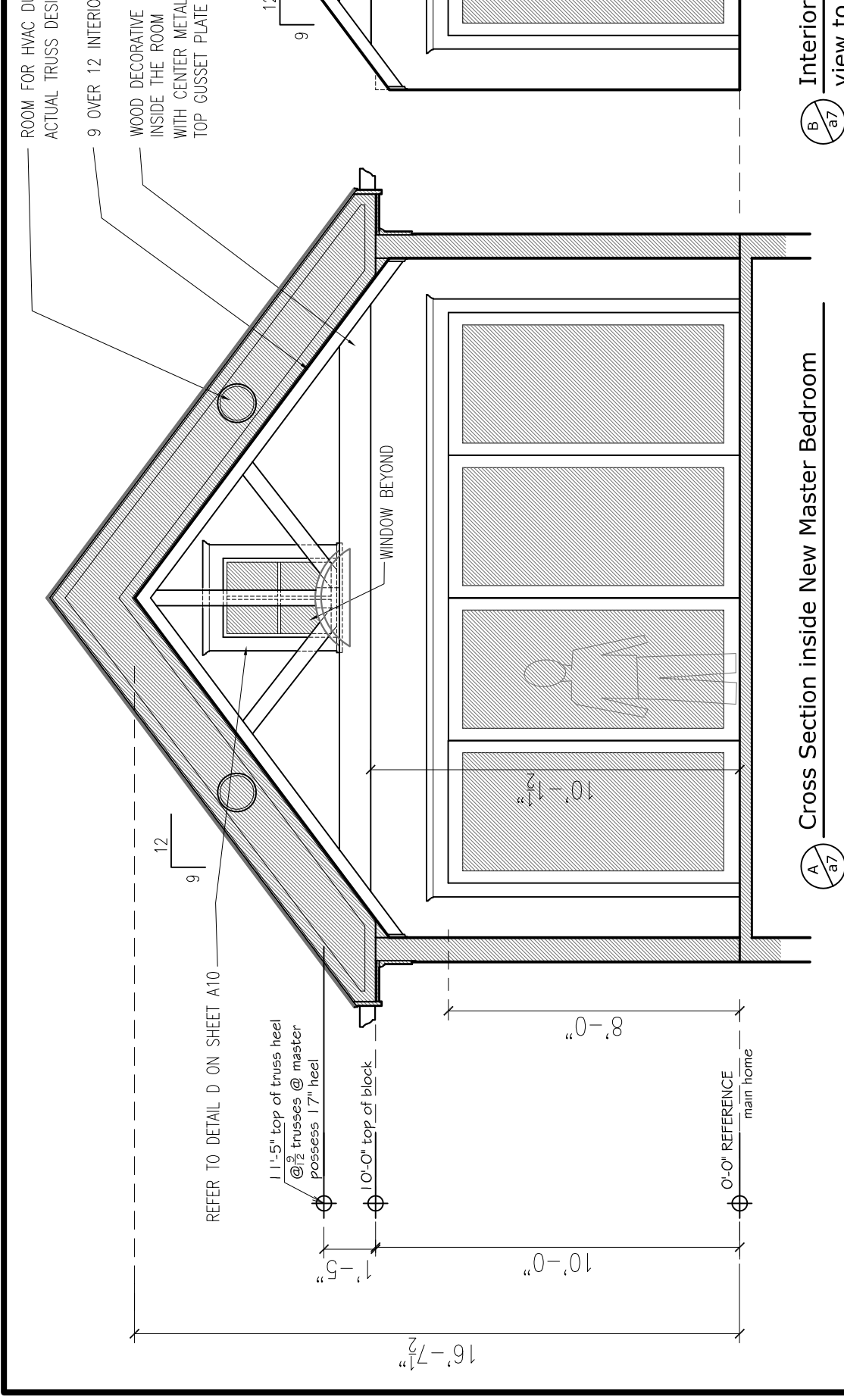


FLASHING NOTE:

USE APPROVED CORROSION-RESISTIVE FLASHING AT TOPS AND SIDES OF ALL WINDOWS AND DOORS AS NEEDED. USE AT ALL ROOF DECK INTERSECTIONS AT WALLS, UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS, AND AT ALL WALL AND ROOF INTERSECTIONS, AND AT ALL WALL AND TRIM INTERSECTIONS.

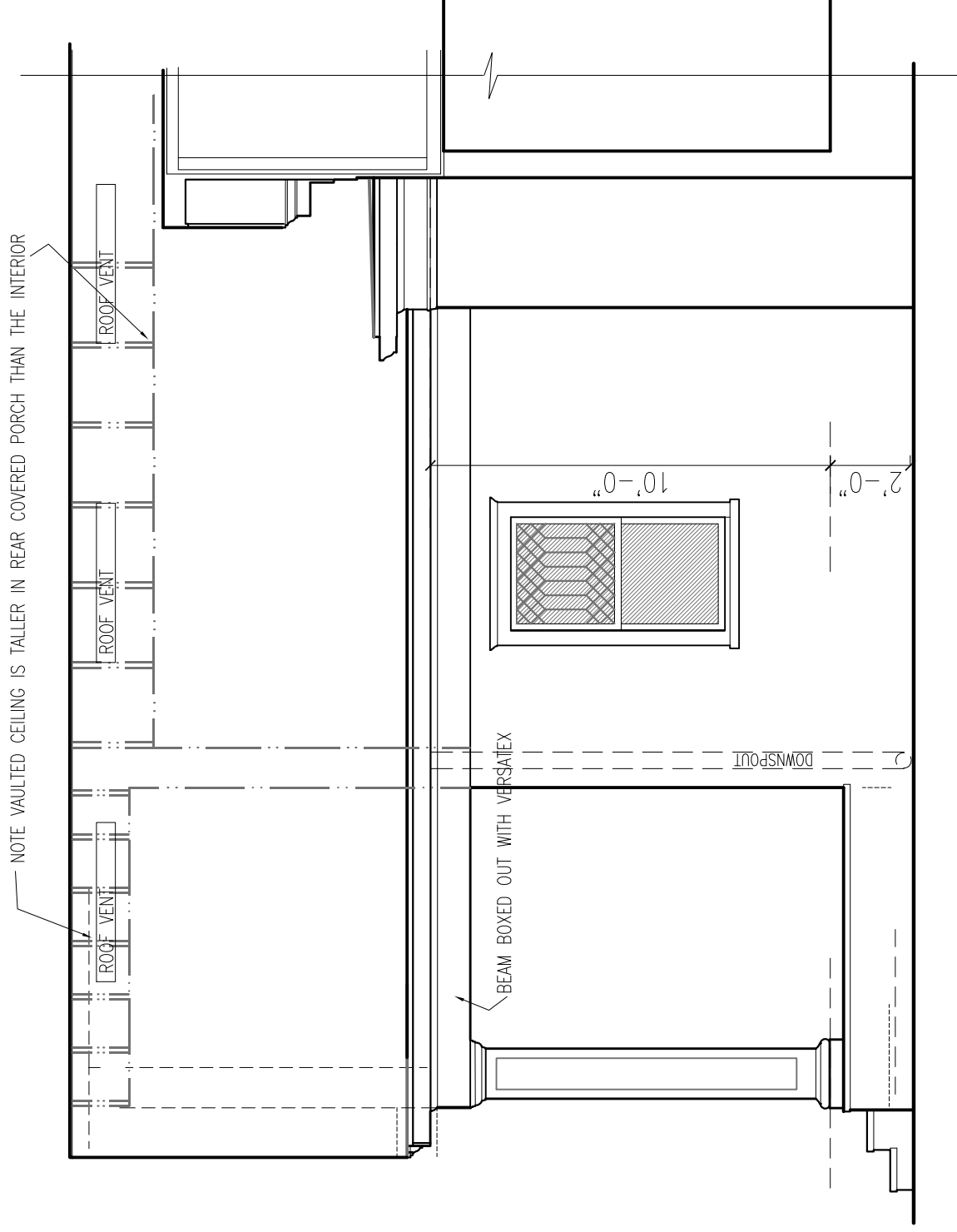
19'-6.75" Second Floor Ceiling





AT 4/12 PITCHES AND STEEPER:

ARCHITECTURAL SHINGLES TO MATCH EXISTING
OVER MINIMUM ONE LAYER OF UNDERLAYMENT* ON
5/8" APA RATED PLYWOOD OVER ENGINEERED
WOOD TRUSSES AT 24" O.C. MAX.



Proposed East Elevation of Master Bedroom

ADDITIONAL GENERAL NOTES:

TYPICAL FOR THE ENTIRE SET

- A) PROVIDE WRITTEN NOTIFICATION TO THE ARCHITECT OF ANY CONDITIONS OR DISCREPANCIES BETWEEN ANY OF THE PROJECT CONDITIONS AND THE CONSTRUCTION DOCUMENTS PRIOR TO BEGINNING THE CONSTRUCTION.
- B) SUBMIT TRUSS SHOP AND BEAM SIZE DRAWINGS TO THE ARCHITECT'S OFFICE FOR CONSIDERATION PRIOR TO ORDERING. CONSIDERATION WILL BE GIVEN TO THE GENERAL MAKEUP OF THE ROOF FORM AND DESIGN NOT A REVIEW FOR THE ACCURACY OF ANOTHER PARTY'S INFORMATION. PROVIDE WRITTEN DOCUMENTATION OF ANY PROPOSED DEVIATIONS. TRUSS COMPANY TO FIELD VERIFY TRUSS MEASUREMENTS PRIOR TO MANUFACTURING.
- C) REFER TO THE STRUCTURAL ENGINEERING DRAWINGS FOR ADDITIONAL REQUIREMENTS.
- D) CONTRACTOR(S) SHALL ENSURE THE END RESULT OF THE CONSTRUCTION RESULTS IN WATERPROOF CONDITIONS.
- E) PROVIDE PROPER SEPARATION BETWEEN DISSIMILAR METALS.
- F) WINDOWS AND DOORS SIZES SHALL BE FIELD VERIFIED AT THE JOB SITE BY THE SUPPLIERS PRIOR TO PROVIDING.
- G) REGARDLESS OF NEW OR EXISTING CONSTRUCTION: IN THE PROCESS OF CONSTRUCTION ALL WOOD EXPOSED OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED AND FASTENERS SHALL BE HOT DIPPED GALVANIZED. NO WOOD SHALL BE IN CONTACT WITH THE GROUND.
- H) CONTRACTOR TO VERIFY ALL MEASUREMENTS BEFORE WORK BEGINS AND NOTIFY THE ARCHITECT IN WRITING IF ANY DISCREPANCY IS FOUND. (TYPICAL ALL OF SET)
- I) CONTRACTOR TO COORDINATE THE ACTUAL THICKNESS OF THE FINISHING MATERIAL WITH THE MANUF./SUPPLIER TO ACHIEVE THE PROPER DIFFERENTIAL AT CONCRETE SLABS
- J) ALL PORCH AND STOOP SLOPES ARE MINIMUM OF 1/8" PER 12".
- K) ENSURE ALL EXISTING STRUCTURAL LOADS REMAIN PROPERLY SUPPORTED
- L) ALL NEW INTERIOR DOORS TO MATCH ADJACENT EXISTING INTERIOR DOORS IN MATERIALS, STYLE, TYPE, AND FINISH.
- M) COORDINATE WITH THE HOMEOWNER IF ANY EXISTING ROOF PLANES WILL BE RESHINGLED OR NEW SHALLOW

GENERAL NOTES: ARCHITECTURAL

TYPICAL FOR ENTIRE SET

1. It is the intent of the architect that this work be in conformance with all requirements of the building authorities having jurisdiction over this type of construction and occupancy. All contractors shall do their work in conformance with all applicable codes and regulations.
2. The architect assumes no liability for any construction built from this plan beyond that which is determined by state statutes. It is the responsibility of the Contractor to (1) verify all conditions, (2) dimensions at the jobsite, (3) verify compliance with the local building codes, and (4) to verify proper soil load bearing capacity at the project --all prior to commencing work and report all discrepancies including those between the drawings and existing conditions to the architect and owner in writing prior to commencing the work.
3. Copyright 2021 Sean Lackey Architecture llc. All rights reserved for the plans, elevations, and architectural details. These documents, as instruments of service, are the property of the architect, and may not be used or reproduced, in full or in part, without the expressed and written consent from the architect.
4. Contractor shall supply, locate and build into the work all inserts, anchors, angles, plates, openings, sleeves, hangers, slab depressions and pitches as may be required to attach and accommodate other work.
5. Provide flashing, counter-flashing, backer rods, top

AREA TABULAT
SQUARE FOOT

First Floor A/C

Second Floor A/
LIVING PORTION A/C

STORAGE CLOSET

STORAGE (single bay

GARAGE

FRONT PORCH

SUMMER KITCHEN POI

New REAR MASTER PO

REAR PORCH

2nd FLOOR REAR POI

COVERED PORTION (NON

TOTAL UNDER ROOF

AREA TABULAT
SQUARE FOOT