



ORDINANCE 2023-02

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2
3 **AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, TO APPROVE**
4 **A DEVELOPMENT AGREEMENT FOR THE FINAL DEVELOPMENT PLAN AND**
5 **MAJOR DEVELOPMENT SITE PLAN FOR THE WINDERMERE DOWNTOWN**
6 **PROPERTY PLANNED UNIT DEVELOPMENT ON 2.17 ACRES MORE OR LESS**
7 **OF REAL PROPERTY LOCATED WITHIN THE TOWN CENTER DISTRICT**
8 **OVERLAY AT THE NORTHEAST CORNER OF MAIN STREET AND EAST 6TH**
9 **AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING FOR**
10 **APPLICABILITY; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

11
12 *Whereas*, the Town Council of the Town of Windermere, Florida, recognizes the need to plan for
13 orderly growth and development;

14
15 *Whereas*, on June 8, 2021, the Town Council approved Ordinance 2021-01, which rezoned 2.17 acres, located
16 on the northeast corner of Main Street and E 6th Avenue, as more particularly described herein, and owned by
17 Windermere Downtown Property, LLC, to Planned Unit Development (“PUD”) and approved a
18 Preliminary Development Plan for the PUD known as the Windermere Downtown Property (the
19 “Project”);

20
21 *Whereas*, Ordinance 2021-01 requires that the Owner obtain approval of the PUD Final
22 Development Plan and Major Development Site Plan through Town Council public workshops,
23 Town Tree Board meetings, public hearing with the Town’s Development Review Board, and
24 approval by the Town Council at two public hearings;

25
26 *Whereas*, consistent with the requirements of Ordinance 2021-01, on May 4, 2023, the Town
27 received an application from the Owner and V3 Capital Group, LLC (the “Developer”) requesting
28 approval of the Final Development Plan and Major Development Site Plan for the Project;

29
30 *Whereas*, at the May 19, 2023, Tree Board meeting, the Tree Board reviewed the proposed Project
31 related to tree protection and mitigation, landscaping, and buffering, and recommended the
32 Development Review Board and Town Council approve the Project based on the proposed tree
33 protection and mitigation;

34
35 *Whereas*, at the June 20, 2023, Development Review Board meeting, the Development Review
36 Board reviewed the proposed Project and recommended the Town Council approve the Project with
37 a condition for the building elevations to be revised to be more compliant with the Town Center
38 Design Guidelines and that additional coordination occur between the Developer and residents along
39 Oakdale Street;

40
41 *Whereas*, the Developer submitted revised plans to address the conditions of the Development
42 Review Board;

43
44 *Whereas*, the Development Agreement that is adopted by this ordinance, between the Owner,
45 Developer, and Town, provides conditions, restrictions, and requirements that are needed or useful
46 to ensure that the Project is appropriate to the Town and its history, character, and

47 nature and does not result in adverse impacts to its residents and taxpayers; and

48
49 **Whereas**, the Town now desires to set forth the entitlements, terms, conditions, requirements, and
50 restrictions for the Final Development Plan as part of the PUD zoning and Major Development Site
51 Plan for the Property and the Project.

52
53 **BE IT ENACTED BY THE PEOPLE OF THE TOWN OF WINDERMERE:**

54
55 **Section 1. Approval of Development Agreement.** The Town Council approves the Development
56 Agreement set forth in Exhibit A.

57
58 **Section 2. Approval for Project Permitting.** The approval of the Development Agreement
59 authorizes Town Staff, when all administrative technical reviews are completed and approved by
60 Town Staff, to issue site development permits and building permits for the Project in full compliance
61 with the Development Agreement set forth in **Exhibit A**.

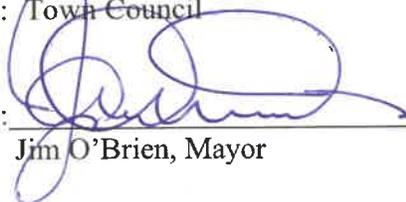
62
63 **Section 3. Severability.** If a provision of this ordinance is held invalid or unconstitutional in
64 judicial proceedings, the holding shall not affect other provisions that can be given effect. To that
65 end, this ordinance is declared to be severable.

66
67 **Section 4. Conflicts.** In the event of a conflict or conflicts between this ordinance and other
68 ordinances, this ordinance shall control and supersede.

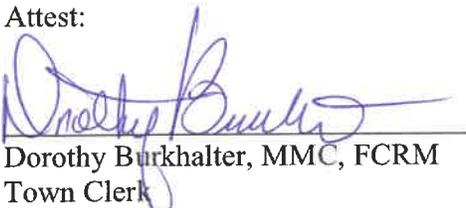
69
70 **Section 5. Effective Date.** This Ordinance shall become effective after its passage as a non-
71 emergency ordinance at two regular meetings of the Town Council.

72
73 **ENACTED** this 8th day of August 2023, at a regular meeting of the
74 Town Council of the Town of Windermere, Florida.

75
76
77 Town of Windermere, Florida
78 by: Town Council

79
80
81 by:  _____
82 Jim O'Brien, Mayor

83 Attest:

84
85 
86
87 Dorothy Burkhalter, MMC, FCRM
88 Town Clerk



89
90 First Reading: July 11, 2023

91 Second Reading/Public Hearing: August 8, 2023

EXHIBIT A

TO ORDINANCE 2023-02

WINDERMERE DOWNTOWN PROPERTY DEVELOPMENT AGREEMENT

This **Windermere Downtown Property Development Agreement** (the “Agreement”) is entered into as of the Effective Date (as defined in subsection 4.g below) by **Windermere Downtown Property, LLC** and **V3 Capital Group, LLC** (collectively known as the “Owner/Developer”), and the **Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”).

Whereas, the Owner/Developer is the owner of fee simple title to six separate parcels of real property located within the Town of Windermere, Orange County, Florida totaling approximately 2.17 acres, as more particularly described and depicted on **Attachment A** hereto (the “Property”).

Whereas, On June 8, 2021, the Town Council adopted Ordinance 2021-01 for the approval of the Planned Unit Development (“PUD”) zoning and Preliminary Development Plan (“PDP”) of the Property for a project to be known as Windermere Downtown Property (the “Project”). The Project is a mix of commercial, office, and restaurant uses. Ordinance 2021-01 includes conditions for the development of the PUD and requires the Owner/Developer to submit a Final Development Plan/Major Development Site Plan for approval by the Town Council.

Whereas, as required by Ordinance 2021-01, the Owner/Developer has submitted to the Town an application, dated May 2, 2023, for approval of the Final Development Plan and Major Development Site Plan for the Project.

Whereas, the Owner/Developer intends to develop the Property for the Project, as more particularly described and depicted on **Attachment B** hereto, prepared by Kimley-Horn and Associates, Inc., dated July 11, 2023, and building and screen wall design plans prepared by Scott+Cormia Architecture and Interiors, LLC, dated July 27, 2023, as may be amended by Town Council (the “FDP”).

Whereas, the Town’s Development Review Board (“DRB”) and the Town Council for the Town of Windermere (the “Town Council”) have reviewed the Project as proposed by the Owner/Developer, after appropriate public participation, have determined the conditions, restrictions, and requirements that are needed or useful to ensure that the Project (i) is appropriate to the Town and its history, character, and nature and (ii) does not result in adverse impacts to its residents and taxpayers.

Whereas, the Town and the Owner/Developer now desire to set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the PUD zoning and Major Development Site Plan for the Property and the Project.

Now, therefore, the Town and the Owner/Developer agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Development of the Property.** The Owner/Developer is entitled to develop the Project on the Property. However, development of the Property must conform to and may be undertaken only in accordance with all of the following:

a. The “Construction Plans for Windermere Downtown Property” prepared by Kimley-Horn and Associates, Inc., dated July 11, 2023, and building and screen wall design plans prepared by Scott+Cornia Architecture and Interiors, LLC, dated July 27, 2023, as may be amended by Town Council, attached hereto as **Attachment B** (the “FDP”); and

b. This Agreement.

All development of the Property must comply also with all other applicable federal, state, county, and Town laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by this Agreement, or by action expressly approved by the Town Council.

3. **Contract Between the Owner/Developer and the Town.** The uses, densities, and intensities, and all conditions of approval of the PUD zoning and FDP for the Property and the Project, have been negotiated and agreed to by the Owner/Developer and the Town. The FDP and this Agreement, collectively constitute a contract (the “Contract”) between the parties. The Owner/Developer and the Owner/Developer’s successors in interest have the contract right to develop, occupy, and use the Property with the uses, densities, and intensities set forth in the FDP and this Agreement, subject to the restrictions, requirements, and conditions set forth in the Contract, and neither the Owner/Developer nor the Town shall have the right to rezone or downzone the Property, or otherwise alter the uses, densities, and intensities, or to delete, waive, or amend any condition, requirement, or restriction, except through a written amendment to the PUD, FDP, and this Agreement that is negotiated and expressly approved by both the Owner/Developer and the Town Council. The parties expressly acknowledge that neither oral agreement nor course of action shall act to amend the Contract between the parties, and this section constitutes material inducement and material consideration for each party in electing to enter into this Agreement.

4. **Development-Related Conditions of Approval.** Development of the Project may be undertaken on the Property, but only in compliance with the following conditions, requirements, and restrictions:

a. **Payment for Transportation Improvements.** The Owner/Developer shall pay to the Town \$47,000.00 to be used by the Town to pay the cost of transportation improvements to address the impacts of the Project (the “Transportation Improvement Fee”). On or before the date that the first Certificate of Occupancy is issued for the Project, the Transportation Improvement Fee shall be paid to the Town. The Owner’s payment of the Transportation Improvement Fee shall fully satisfy all transportation mitigation, concurrency, impact fee, proportionate share and/or any other transportation fee due to the Town for development of the Project on the Property. The Town intends, but shall not be required, to utilize the Transportation Improvement Fee for future improvement to the round-a-bout at Main Street and E 6th Avenue and install a signalized pedestrian crossing at Oakdale Street and E 6th Avenue.

b. **Utilities Agreement.**

(i) **Potable Water.** The Owner/Developer shall connect to potable water services from Orange County Utilities. The Owner/Developer is responsible for the full cost, including design, permitting, and construction, for any potable water line extension, improvements, or other change to the potable water system for connection of the Project to Orange County Utilities potable water service. The Town has no responsibility nor obligation for any costs. If any construction is required within any Town maintained right-of-way, then the Owner/Developer shall obtain a right-of-way permit from the Town's Public Works Department prior to the commencement of any work in the Town's right-of-way. Prior to approval by the Town of the site development permit, the Owner/Developer must submit to the Town all approvals from Orange County Utilities for connection to their potable water service.

(ii) **Wastewater.** The Owner/Developer shall utilize an onsite wastewater disposal system permitted by the Florida Department of Health (aka Orange County Health Department). The Town has no responsibility nor obligation for any costs. Prior to approval by the Town of the site development permit, the Owner/Developer must submit to the Town all approvals from the Florida Department of Health (aka Orange County Health Department).

(iii) **Stormwater.** The Owner/Developer shall design, construct, and maintain a stormwater management system consistent with the requirements of the South Florida Water Management District and the Town. The Town has no responsibility nor obligation for any costs. It is acknowledged that the Project qualifies for self-certification for stormwater management under Section 403.814(12), Florida Statutes. Prior to approval by the Town of the site development permit, the Owner/Developer must submit confirmation that the statutory required electronic submission of the self-certification was provided to the South Florida Water Management District or the Florida Department of Environmental Protection. The Owner/Developer is required to assure the proper maintenance and operation of the stormwater management system at all times. Prior to Town approval of the site development permit, the Owner/Development must provide a maintenance plan to the Town for the portions of the stormwater management system comprised of pervious pavement materials to assure it proper operation. Also, if it is determined at any time by the Town that the Project's stormwater management system is not properly operating and resulting in negative offsite impacts, then the Owner/Developer shall correct the deficient operation as directed by the Town or other applicable regulatory agency.

c. **Final Development Plan/Major Development Site Plan.** The final development plan/major development site plan ("FDP") and all construction shall be consistent with the "Construction Plans for Windermere Downtown Property" dated July 11, 2023, as may be amended by Town Council, subject to the following conditions, requirements, and restrictions:

(i) **Total Entitlements.** The gross floor area for buildings in the Project shall not exceed, in the aggregate, 19,575 square feet. For purposes of calculating gross floor area, areas used for permanent outside dining shall be deemed to be part of the gross floor area.

(ii) **Permitted Land Uses.** The Property may be used in accordance with the following:

Permitted Uses. The uses of land in the Project are limited to:

- Business and professional offices;
- Government offices and related ancillary uses;
- Bank and financial institutions;
- Churches and related ancillary uses;
- The following personal services: barber shops, beauty shops (but not tattoo or body-piercing shops), personal training, spa, salons, pottery shops, art-painting galleries or studios, and dance studios;
- Restaurants, bakeries, coffee shops, and similar food or beverage services (drive-through-window services are prohibited). The sale or onsite consumption of alcohol is subject to the requirements of Article VI, Town Code of Ordinances;
- The following light-retail uses: bicycle shop, hardware store with no outdoor storage, home-decor shop, florist shop, clothing store, specialty-fashion store, jewelers, bookstore, household goods and services shops, antiques, and pharmacies (drive-through-window services are prohibited); and
- Such other uses approved by Town Council from time to time.

Outdoor Storage and Display. The outdoor storage of any inventory, equipment, or other items is prohibited. However, a permitted retail operation within the Project may utilize the private courtyard area of the Project for the outdoor display of merchandise subject to the limitations of the Town's Land Development Code, which limit the outdoor display to only during Town sanctioned events.

Hours of Operation. Unless otherwise expressly authorized by Town Council, the offices, shops, restaurants, and other non-residential activities within the Project may be open for business only between the hours of 7:00 a.m. and 10:00 p.m. each day.

(iii) **Architecture and Site Design/Screen Wall.** The building architecture and site design, which includes the screen wall along Oakland Street

and E 6th Avenue, shall be consistent with the architectural building design and adjacent buffering intent of the Town Center Design Guidelines, as adopted in Section 3.05.00, Town Land Development Code, and as approved by the Town Council with the FDP. During the building permitting for the structures, minor adjustments may be made to the proposed building façades that maintain consistency with the design intent of the Town Center Design Guidelines and approved by the Town Manager.

(iv) **Dumpster Enclosure.** The dumpster shall be screened from view by an enclosure. The dumpster shall have a lid that is to be closed at all times except when garbage is added or removed. No loose garbage shall be placed in the dumpster enclosure.

(v) **On-Site Parking.** At least 79 on-site parking spaces with a minimum dimension of 18.5 feet long by 9 feet wide shall be provided with the Project, as shown on the Town Council approved FDP. For the parking spaces that are shared with the Project's loading zone, the Owner/Developer shall provide appropriate signage in the loading zone to assure the proper coordination of loading/unloading times and general parking times. Prior to the placement of the signage in the loading zone, the Owner/Developer shall submit the proposed signage to the Town to assure its consistency with the design of the Project.

(vi) **Tree Mitigation and Protection.** The Owner/Developer shall follow the tree mitigation and protection plans as provided in the approved FDP. The Owner/Developer shall comply with Sections 5.01.00 through 5.01.18, Town Land Development Code, for the protection of trees during development based on the American National Standards Institute (ANSI) A300 series requirements. The Owner/Developer shall engage and retain the services of a Professional Florida Certified Arborist during the construction of the Project. The Professional Florida Certified Arborist shall assure that appropriate actions are taken by the Owner/Developer to properly protect and maintain the trees that are identified to be protected and to assure the proper removal and mitigation for trees that are approved to be removed. The Town may engage its own Professional Certified Arborist to also oversee the Project and assure compliance with the requirements of the approved tree mitigation plan. The Owner/Developer shall reimburse the Town for the cost of the services of the Town's Professional Certified Arborist.

The Developer/Owner agrees to donate to the Town 151 inches, Diameter at Breast Height (DBH), of replacement trees to mitigate for the removal of 151 inches DBH of trees from the Property, as shown on the Town Council approved FDP. As required by Section 5.01.12, Town Land Development Code, each replacement tree must be a type that will attain an overall height at maturity of at least 15 feet with a DBH of at least four inches, and shall be a minimum of height of at least eight feet with a DBH of at least 2 inches at time of planting. The type of tree shall be indigenous to the State of Florida and be listed as an approved tree in the Town Center Design Guidelines or in Section 5.01.18, Town Land Development Code. The Town shall plant the donated trees in Town right-of-way or other Town

properties with the review and recommendation for their location by the Town's Tree Board.

As required by Section 5.01.12, Town Land Development Code, if any of the existing protected trees or new trees planted by the Owner/Developer as part of the landscape plan with the approved FDP are deemed by a Florida Certified Arborist to be dead or beyond recovery, hazardous, or deteriorated, then the Owner/Developer may remove the tree but must replace the removed tree with a new tree planted on site and meeting the same standard for replacement trees in the previous paragraph. The Town reserves the right to engage its own Florida Certified Arborist to confirm the condition of the tree.

(vii) **Site Lighting.** All light fixtures on the Property shall be fully shielded to prevent light and glare from radiating either skyward or beyond the boundaries of the Property.

(viii) **Construction Management.** The Town Council finds that the following construction management requirements are intended to eliminate, as much as possible, the nuisance to Town residents and visitors that might otherwise result from the sights, sounds, dust, and debris from the construction of the Project.

The following requirements and restrictions shall apply to construction activity on the Property:

Construction Staging and Screening — Construction staging (*e.g.*, construction trailers, vehicles, and equipment, material storage, construction-worker parking, construction dumpsters, temporary restrooms, etc.), shall be contained within the boundaries of the Property. During all construction activity, the Property shall be screened to obscure view of the construction site throughout all phases of construction. No signs, advertising, or other communications (other than signs pertaining specifically to construction safety) may be placed on the exterior of the screening.

Construction Staging and Screening — Subsequent Construction, Reconstruction, and Renovation. Staging areas for construction, reconstruction, or renovations occurring from time to time after completion of the Project shall be at such locations as may be approved in writing by the Town Manager. Under no circumstances may the staging occur within public rights-of-way or on Town property without the express approval of Town Council, which may be granted or withheld at the discretion of the Town Council. During all construction activity, the Property shall be screened to obscure view of the construction-staging area site throughout all phases of construction. No signs, advertising, or other communications (other than signs pertaining specifically to the construction safety) may be placed on the exterior of the screening.

Dust and Debris. All debris shall be retained within the boundaries of the Property throughout all construction activities. The Owner/Developer shall not allow dust to escape in material amounts, as determined by the Town Manager,

during construction.

Road Closures. No road closures may occur in connection with the construction, unless expressly approved in writing by the Town Manager.

Construction Hours and Deliveries. Construction activity and deliveries of construction materials and equipment for the Project to the Property may only occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, unless approved otherwise expressly and in writing by the Town Manager.

Stormwater Retention and Erosion Control During Construction. The Owner/Developer shall take such steps as are necessary or useful to ensure that, at all times during construction, all stormwater from rainfall, up to at least one inch per storm, is retained within the boundaries of the Property and not discharged offsite and appropriate mitigation is provided to maintain proper erosion control during construction. The Owner/Developer shall follow the stormwater and erosion control plan compliant with the requirements of the National Pollution Discharge Elimination System (NPDES) approved with the FDP. All stormwater and erosion control measures must be installed prior to the initiation of any site clearing, demolition, or construction activity on the Property.

Construction-Site Security. The Owner/Developer shall provide a reasonable level of security on the Property throughout the construction period to prevent trespass, theft, bodily injury, and other undesirable occurrences. If, after consultation with the Town's Chief of Police, the Town Manager determines that additional security is needed, the Owner/Developer must provide it at their own cost.

Enforcement. Material violations of these requirements and restrictions, as determined in the reasonable judgment of the Town Manager, may result in the issuance by the Town Manager of a stop-work order. Upon such issuance, the Owner/Developer shall halt all construction immediately and correct the violation. Construction may be resumed only upon notification to the Owner/Developer from the Town Manager that the violation has been corrected, and the Town Manager shall issue such notice immediately upon correction thereof. The Town shall have such other remedies (other than an action for damages) as allowed by law and equity to enforce the provisions of these conditions, including (but not limited to) withholding building permits and certificates of occupancy.

5. Miscellaneous.

a. **Notice.** Notices delivered with respect to this PUD and FDP shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Postal Service, postage prepaid, certified mail, return receipt requested,

addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Windermere Downtown Property,
LLC 9259 Point Cypress Drive
Orlando, Florida 32826

As to Developer: V3 Capital Group, LLC
496 S. Hunt Club Boulevard
Apopka, Florida 32703

As to Town: Town of Windermere
Robert Smith, Town Manager
614 Main Street
Windermere, Florida 34786

With copy to: Dorothy Burkhalter, Town Clerk
Town of Windermere
614 Main Street
Windermere, Florida 34786

Thomas J. Wilkes, Town Attorney
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

b. **Covenants Running with the Land.** These Conditions shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties and shall be a covenant running with the Property.

c. **Recordation of Conditions.** Ordinance 2023-02 and these Conditions shall be recorded in the Official Records of Orange County, Florida, at the expense of the Owner/Developer, within ten business days after the Effective Date of this Agreement (as defined in Subsection ~~4~~⁵.g below).

d. **Applicable Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for a proceeding in connection with this Agreement shall be the Ninth Judicial Circuit of Florida, in Orange County, Florida.

e. **Further Documentation.** Following a request therefor by a party, the other party shall execute and deliver such documents and instruments, in form and substance reasonably requested, as may be necessary to confirm the obligations of the party and to evidence the consummation of the transactions contemplated hereby.

f. **Limitation on Remedies.** In judicial proceedings, the Town and the Owner/Developer shall have the right to enforce the terms and conditions of these Conditions only by an action for specific performance or injunctive relief. Each party

expressly waives its right, if any, to seek damages of any type in actions arising from or connected to these Conditions and the Project. Notwithstanding the foregoing, the parties may use self-help remedies, such as withholding performance of obligations hereunder while the other party is in breach hereof, withholding permits and approvals (including certificates of occupancy), etc.

g. **Effective Date.** This Agreement shall be deemed to have taken effect as of the date the Town Council voted to approve the FDP for the Property (the "Effective Date"). This Agreement shall remain in full force and effect for so long as the Property is zoned and used for the Project.

h. **Amendments and Waivers.** These Conditions may be amended only by express written instrument executed by both the Owner/Developer and the Town, and the execution by the Town shall be valid and binding against the Town only if expressly approved by its Town Council at a meeting thereof. Waivers of material requirements, restrictions, and conditions imposed hereunder shall be valid and binding against the Town likewise only if expressly approved by its Town Council at a meeting thereof.

i. **Indemnity; Sovereign Immunity.** The Owner/Developer hereby indemnifies and holds the Town and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, liens, injuries, damages, attorneys' fees (including the Town's trial and appellate attorneys' fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the Owner/Developer's and its officers', employees' and agents' negligent acts, negligent omissions, and negligent misrepresentations under or arising from this Agreement, or any combination thereof, arising from or related to the Owner/Developer's exercise of (or failure to exercise) the rights or obligations of the Owner/Developer under this Agreement.

Nothing contained in this Agreement nor in any instruments or documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Town of its sovereign immunity under the Constitution and laws of the State of Florida.

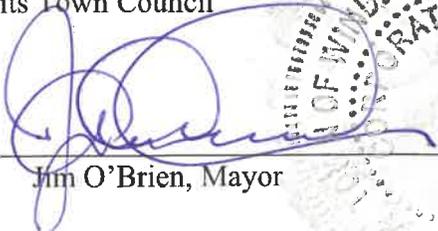
j. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Owner/Developer or the Town, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the Town, or the Owner, as the case may be, shall have the right to pursue the remedies set forth in Section 14.e hereof.

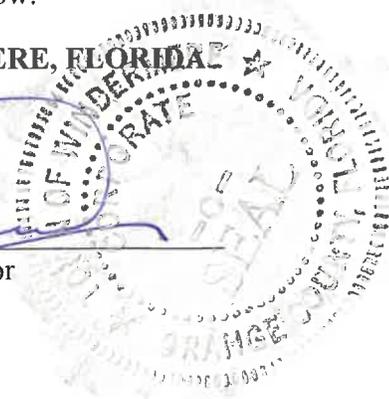
k. **Time Limit to Commence Construction** The Owner/Developer has eighteen months from the Effective Date for the Project to commence substantial construction of the Project. The Town Council may grant successive one-year extensions if the Owner/Developer makes a written request to the Town Manager prior to the applicable expiration date, provided that the plans still comply with the then current Land Development Code. In the event this time period expires and/or no extension is approved, the Town Council has the right at its discretion either to terminate this

Agreement or to require the Owner/Developer to comply with any new land development regulations, if any, approved subsequent to the date of this Agreement.

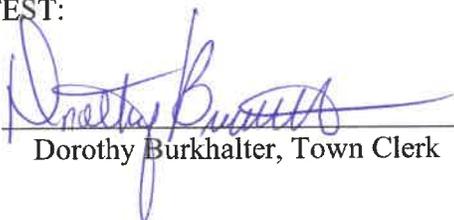
In witness whereof, the Owner/Developer and the Town have caused this Agreement to be executed by their respective, duly authorized representatives as set forth below.

TOWN OF WINDERMERE, FLORIDA
By: its Town Council

By: 
Jim O'Brien, Mayor



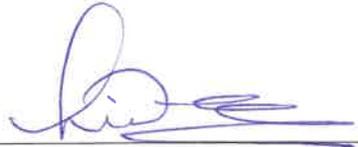
ATTEST:

By: 
Dorothy Burkhalter, Town Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

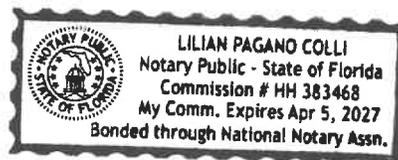
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by **Jim O'Brien, Mayor of the Town of Windermere, Florida**, known to me to be the person described in and who executed the foregoing, this 17 day of August, 2023. He is personally known to me or has produced personally known (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of August, 2023.


NOTARY PUBLIC

Print Name: Lilian Pagano Colli

My Commission Expires: 04/05/27



Witnesses:

Windermere Downtown Property, LLC, a Florida limited liability company

Carolyn B Stanley

Print Name: Carolyn B Stanley

By: James L. Gissy
Managing Member

Print Name: JAMES L. GISSY

Kath Silverman

Print Name: KATH SILVERMAN

V3 CAPITAL GROUP, LLC, a Florida limited liability company

Carolyn B Stanley

Print Name: Carolyn B Stanley

By: John C. Vick III
Managing Member

Print Name: John C. Vick III

Kath Silverman

Print Name: KATH SILVERMAN

STATE OF FLORIDA
COUNTY OF ORANGE seminole.

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by James L. Gissy, Managing Member of **Windermere Downtown Property, LLC**, known to me to be the person described in and who executed the foregoing, this 11 day of October, 2023. He/she is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of October, 2023.

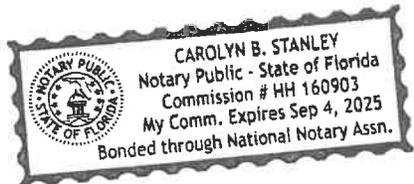


Carolyn B. Stanley
NOTARY PUBLIC
Print Name: Carolyn B. Stanley
My Commission Expires: 9/4/25

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ Seminole

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Jann C. Vianna, Managing Member of **V3 Capital Group, LLC**, known to me to be the person described in and who executed the foregoing, this 11 day of October, 2023. He/she is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of October, 2023.



Carolyn B. Stanley
NOTARY PUBLIC
Print Name: Carolyn B. Stanley
My Commission Expires: 9/4/25

Attachment A
to the Development Agreement for
Windermere Downtown Property

Legal Description
and
Sketch of the "Property"

That part of Section 33, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 33, Township 24 South, Range 27 East, Orange County, Florida; thence run S8956'28"W along the South line of said Section 33, also being the centerline of State Road 530 (U.S. Highway No. 192), a distance of 994.86 feet to a point on the Southerly projection of the East line of Shoppes of West 192, according to the plat thereof as recorded in Plat Book 93, Pages 127 and 128, Public Records of Orange County, Florida; thence run N00°14'00"E along said Southerly projection, a distance of 100.00 feet to a point on the North right of way line of said State Road 530 (U.S. Highway No. 192); thence continue N0014'00"E along the East line of said Shoppes of West 192 and along the East line of the lands described in Official Records Book 5526, Page 1669, Public Records of Orange County, Florida, a distance of 1037.89 feet for the Point of Beginning; thence run S8946'00"E, a distance of 43.60 feet to a point on a non-tangent curve, concave to the East, having a radius of 91.00 feet; thence from a radial bearing of S8327'27"E run northeasterly along the arc of said curve through a central angle of 2347'55", an arc distance of 37.80 feet, having a chord bearing of N1826'30"E and a chord distance of 37.53 feet; thence run S3020'28"W, a distance of 1.48 feet to the beginning of a curve concave to the West, having a radius of 133.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 26°32'02", an arc distance of 61.59 feet, having a chord bearing of N1704'27"E and a chord distance of 61.04 feet; thence run S8946'00"E, a distance of 80.65 feet; thence run N5830'45"E, a distance of 18.93 feet; thence run N2647'29"E, a distance of 17.99 feet; thence run S8939'32"E, a distance of 227.45 feet; thence run S0057'03"W, a distance of 47.73 feet; thence run S4418'50"E, a distance of 44.13 feet; thence run S8944'58"E, a distance of 177.16 feet; thence run N3754'25"E, a distance of 53.22 feet; thence run S6656'12"E, a distance of 65.35 feet; thence run N1826'28"E, a distance of 59.31 feet; thence run S8936'22"E, a distance of 269.13 feet; thence run N0011'30"E along the East line of said Southeast 1/4 of Section 33, a distance of 414.43 feet; thence run N8939'32"W along the South line of lands described in Official Records Book 5526, Page 1669, a distance of 993.64 feet; thence run S0014'00"W along the aforesaid East line of the lands described in Official Records Book 5526, Page 1669, a distance of 530.38 feet to the Point of Beginning.

Contains 2.17 acres, more or less

Attachment B
to the
Development Agreement for
Windermere Downtown Property

Final Development Plan
Major Development Site Plan

DATE	BY	REVISIONS

100 SOUTH ORANGE AVENUE, SUITE 1000, ORANGE, FL 32801
 PH: 407-898-1511
 WWW.KIMLEY-HORN.COM

149773004
 07/11/2023
 SCALE AS SHOWN
 DATE
 CHECKED BY: MJC
 DRAWN BY: MJC
 T. L. KIMLEY-HORN & ASSOCIATES, P.C.
 LICENSED PROFESSIONAL ENGINEERS

TOWN OF WINDERMERE

SHEET NUMBER C2.1

STABILIZED CONSTRUCTION ENTRANCE NOTES

1. STAKE SIZE - PER 2" THICK OR EQUIVALENT REINFORCED CONCRETE CORNERPOST.
2. CURB - AS REQUIRED, BUT NOT LESS THAN 50 FEET.
3. THICKNESS - NOT LESS THAN 8" (6" THICK).
4. WIDTH - MINIMUM 6" (8" MINIMUM), BUT NOT LESS THAN THE FULL WIDTH OF THE ENTRANCE.
5. FINISH - ALL SURFACES SHALL BE FINISHED TO PREVENT DOWNWARD CONSTRUCTION.
6. SLOPE - ALL SLOPES SHALL BE FINISHED TO PREVENT DOWNWARD CONSTRUCTION.
7. MATERIALS - ALL MATERIALS SHALL BE FINISHED TO PREVENT DOWNWARD CONSTRUCTION.
8. FINISH - ALL SURFACES SHALL BE FINISHED TO PREVENT DOWNWARD CONSTRUCTION.
9. FINISH - ALL SURFACES SHALL BE FINISHED TO PREVENT DOWNWARD CONSTRUCTION.
10. FINISH - ALL SURFACES SHALL BE FINISHED TO PREVENT DOWNWARD CONSTRUCTION.

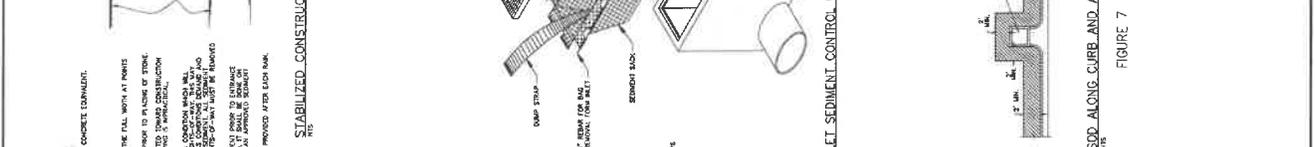
STABILIZED CONSTRUCTION ENTRANCE DETAIL



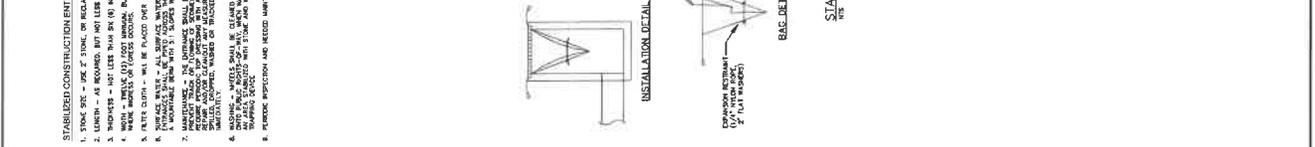
STANDARD INLET SEDIMENT CONTROL DEVICE



SOIL ALONG CURB AND AROUND INLET



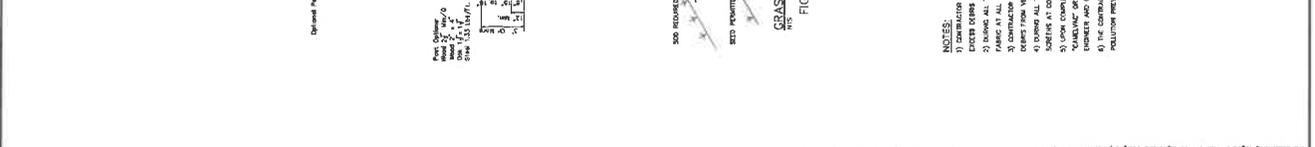
DIKE OR SILT FENCE



GRASS SLOPES



TREE PROTECTION DETAIL



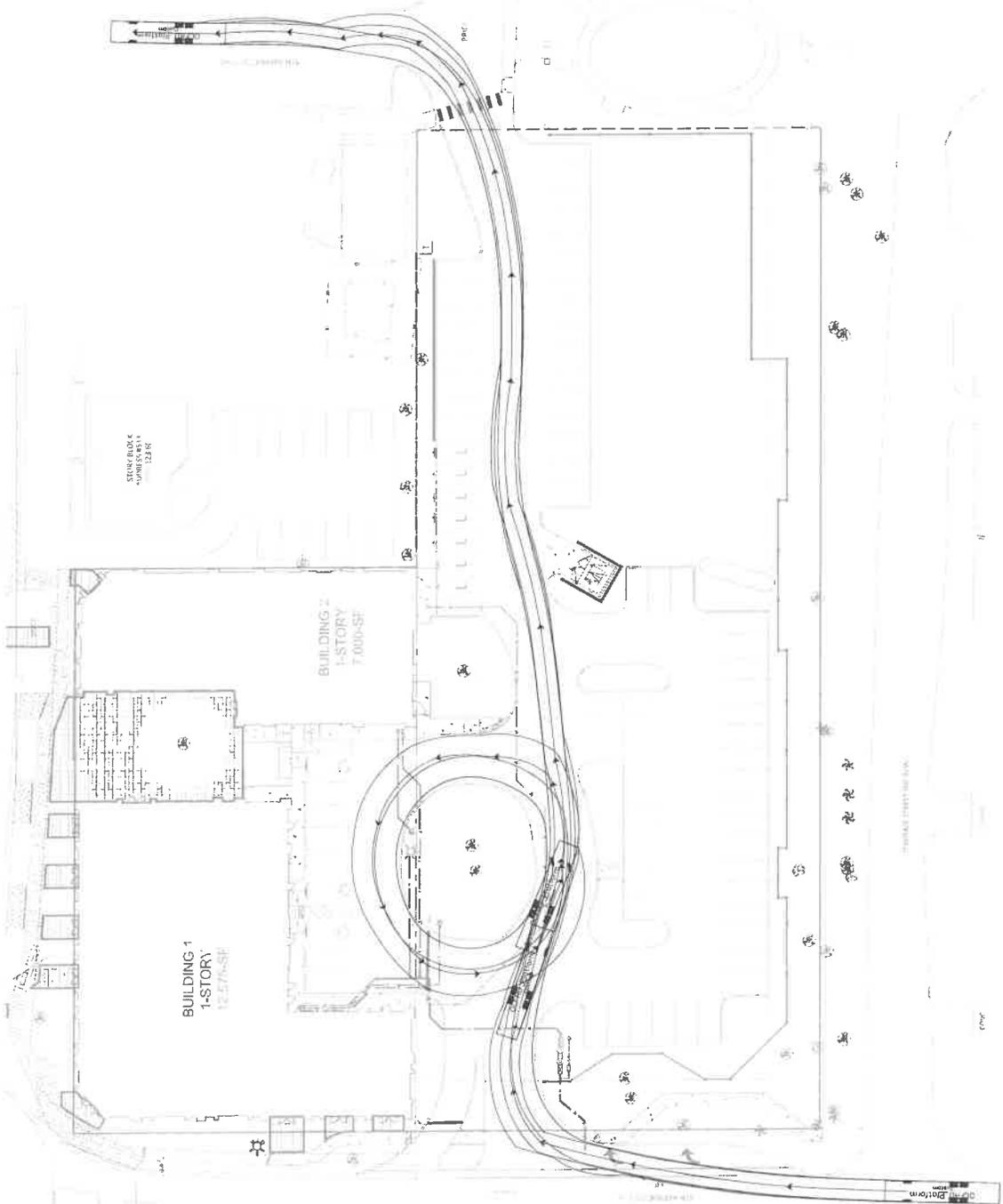
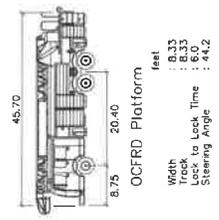
- NOTES:
- 1) CONSTRUCTION SHALL MAINTAIN PERMANENT CHANNELS SHALL BE FREE OF EXCESS DEBRIS PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST MAINTAIN PERMANENT CHANNELS AT ALL TIMES OR PERMITS SHALL BE OBTAINED TO MAINTAIN PERMANENT CHANNELS.
 - 2) CONSTRUCTION SHALL MAINTAIN PERMANENT CHANNELS AT ALL TIMES OR PERMITS SHALL BE OBTAINED TO MAINTAIN PERMANENT CHANNELS.
 - 3) CONSTRUCTION SHALL MAINTAIN PERMANENT CHANNELS AT ALL TIMES OR PERMITS SHALL BE OBTAINED TO MAINTAIN PERMANENT CHANNELS.
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 - 9) CONSTRUCTION SHALL MAINTAIN PERMANENT CHANNELS AT ALL TIMES OR PERMITS SHALL BE OBTAINED TO MAINTAIN PERMANENT CHANNELS.
 - 10) CONSTRUCTION SHALL MAINTAIN PERMANENT CHANNELS AT ALL TIMES OR PERMITS SHALL BE OBTAINED TO MAINTAIN PERMANENT CHANNELS.

TRUCK ROUTING
PLAN

NSA PROJECT	149973004
DATE	07/11/2023
SCALE AS SHOWN	
DESIGNED BY	MIG
DRAWN BY	CM
CHECKED BY	DAE
NSA PROJECT	LICENSÉ PROFESSIONAL
MARCUS J. GIBER, P.E.	
19 URS CORP.	
191 SOUTH GRAND AVENUE, SUITE 1000, CHICAGO, IL 60604	
PHONE: 407-896-1511	
WWW.KIMLEY-HORN.COM	CA 00000998

Kimley»Horn

No.	REVISIONS	DATE	BY



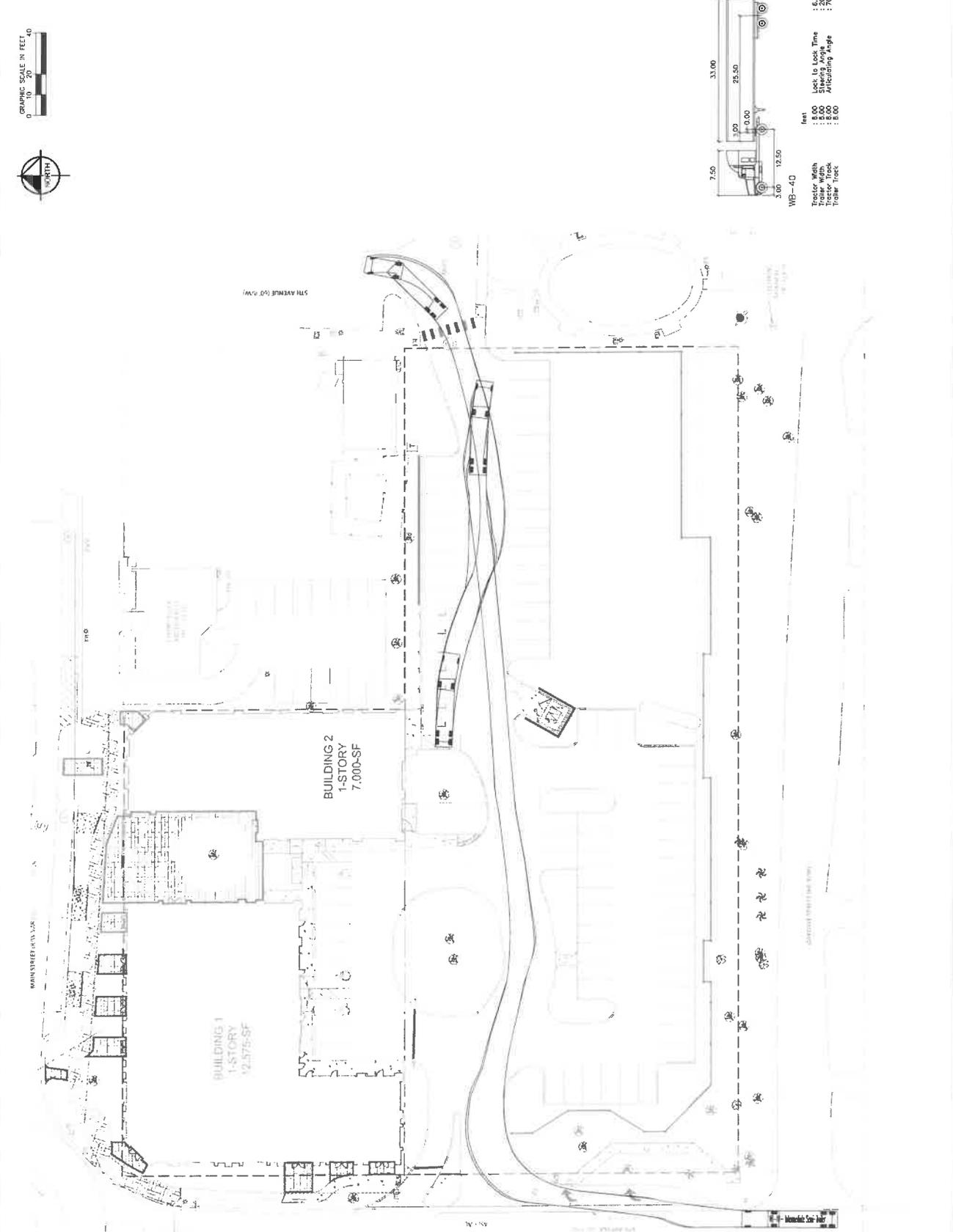
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 This document, together with any reports and design presented herein, or hereinafter, is prepared only for the specific project and shall not be used for any other project without the written authorization and approval of the engineer and architect. The engineer and architect shall not be responsible for any errors or omissions in this document or any drawings or specifications prepared hereon, or for any consequences or damages resulting therefrom, or for any consequences or damages resulting therefrom, or for any consequences or damages resulting therefrom.

TRUCK ROUTING
PLAN

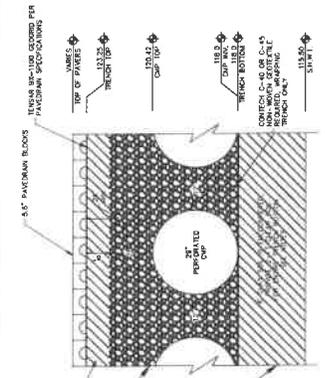
KHA PROJECT
149973004
DATE
07/11/2023
SCALE: AS SHOWN
DESIGNED BY
MIG
DRAWN BY
CMG
CHECKED BY
MIG
KHA PROFESSIONAL
ARCHITECTS
MARKUS L. GERBER, P.E.
REGISTERED PROFESSIONAL
REGISTERED NUMBER
89199
KHA
2023 KIMLEY-HORN AND ASSOCIATES, INC.
100 SOUTH GRAND AVENUE, SUITE 1000, ORLANDO, FL 32801
WWW.KIMLEY-HORN.COM CA 0000099
PHONE: 407-955-1311

Kimley-Horn

NO.	REVISIONS	DATE	BY



This document, together with the reports and designs presented herewith, are an instrument of service. It is prepared for the specific purpose and does not constitute a contract. It shall be subject to the terms and conditions set forth in the contract documents and specifications. It is the responsibility of the client to ensure that the information provided is accurate and complete. The engineer and architect shall not be held liable for consequences and damages resulting from the use of this document for purposes other than those intended.



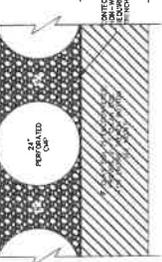
SOUTH EXFILTRATION TRENCH SECTION
1/15

1. TRENCH BOTTOM SHALL BE CLEAN, UNDISTURBED, AND FREE OF ALL OBSTRUCTIONS. THE BOTTOM SHALL BE GRADUALLY SLOPED TO A MINIMUM DEPTH OF 2 INCHES BELOW THE PERFORATED PIPE.
2. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
3. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
4. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
5. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
6. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.



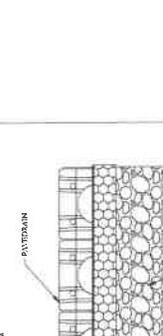
NORTH EXFILTRATION TRENCH SECTION
1/15

1. TRENCH BOTTOM SHALL BE CLEAN, UNDISTURBED, AND FREE OF ALL OBSTRUCTIONS. THE BOTTOM SHALL BE GRADUALLY SLOPED TO A MINIMUM DEPTH OF 2 INCHES BELOW THE PERFORATED PIPE.
2. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
3. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
4. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
5. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
6. PERFORATED PIPE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.



MODIFIED LIGHT POLE FOUNDATION LOCATED IN THE PAVEDRAIN SECTIONS
NOT TO SCALE

1. THE LIGHT POLE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
2. THE LIGHT POLE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
3. THE LIGHT POLE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
4. THE LIGHT POLE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
5. THE LIGHT POLE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.
6. THE LIGHT POLE SHALL BE INSTALLED WITH AN OPEN END TO THE STREET SIDE.

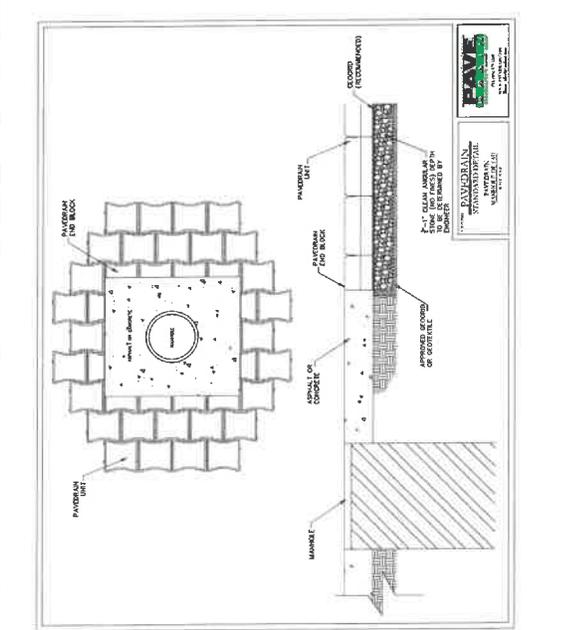


CROSS-SECTION END VIEW



CROSS-SECTION LAND VIEW

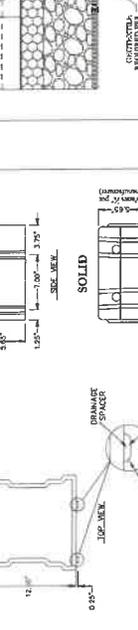
CONTRACTOR NOTE:
 1. CONSTRUCTION AND INSTALLATION SHALL BE PERFORMED BY A CONTRACTOR CERTIFIED BY THE PRODUCT MANUFACTURER AND/OR FAMILIAR WITH AND FOLLOWING THE RECOMMENDATIONS AND INSTRUCTIONS OF THE PRODUCT MANUFACTURER'S MANUAL (LATEST EDITION) AND THE PAVEDRAIN NOTES CONTAINED WITHIN SHEET C8.3.
 2. WITHIN 2 WEEKS PRIOR TO THE INSTALLATION OF THE PAVEDRAIN, THE CONTRACTOR SHALL HOLD PRE-CONSTRUCTION MEETINGS WITH CONTRACTORS PERFORMING INSTALLATION, ENGINEER, SUPPLIER, AND ANY OTHER APPROPRIATE REPRESENTATIVE.



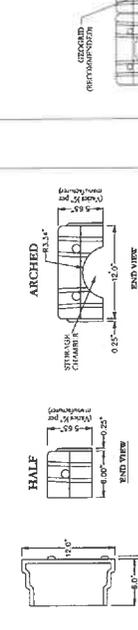
PAVEDRAIN UNIT PLAN VIEW



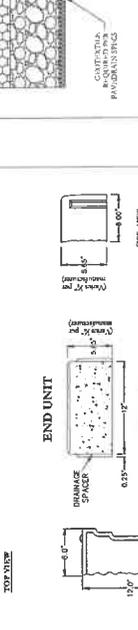
PAVEDRAIN UNIT TOP VIEW



PAVEDRAIN UNIT SIDE VIEW



PAVEDRAIN UNIT END VIEW



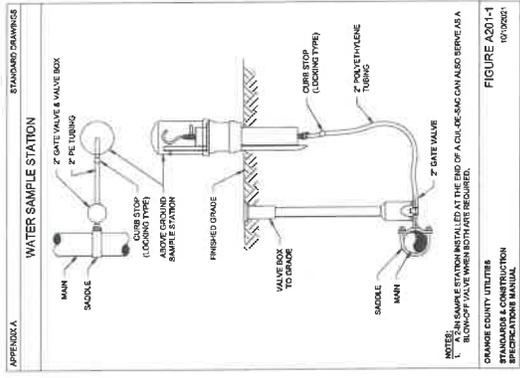
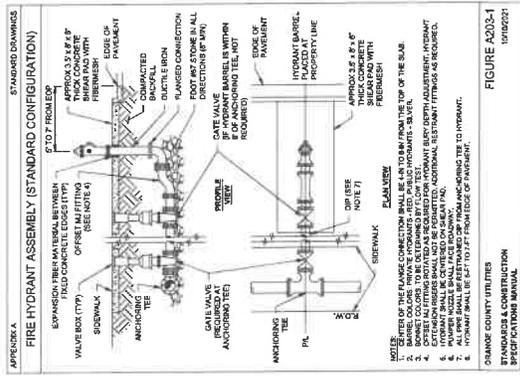
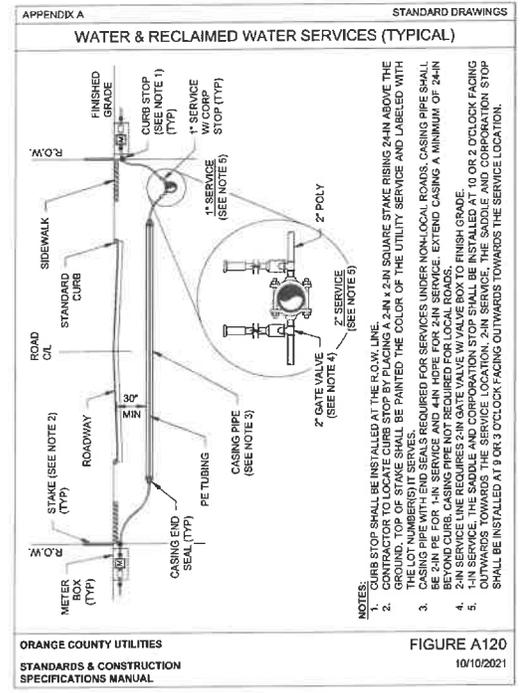
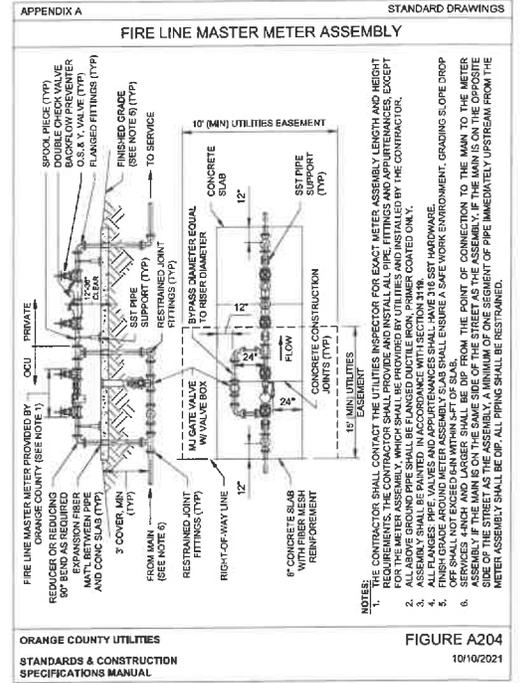
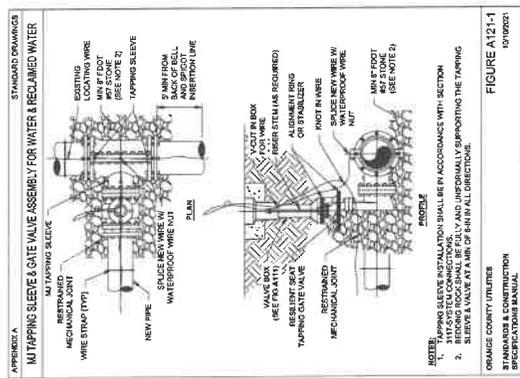
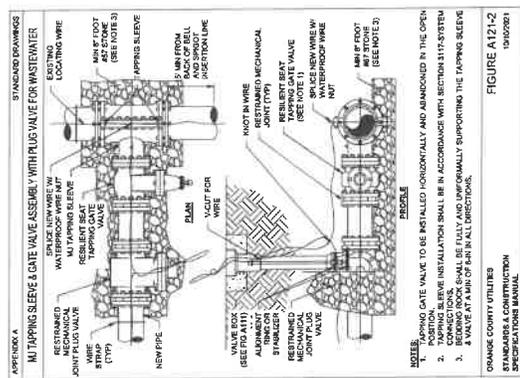
PAVEDRAIN UNIT TOP VIEW

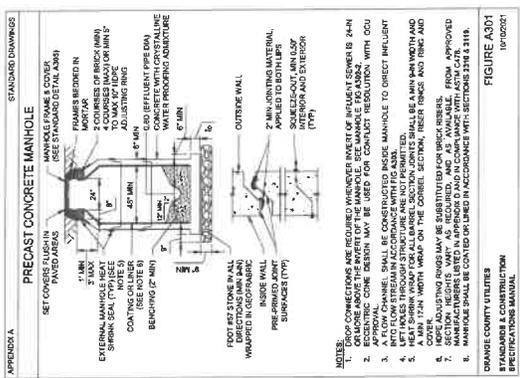
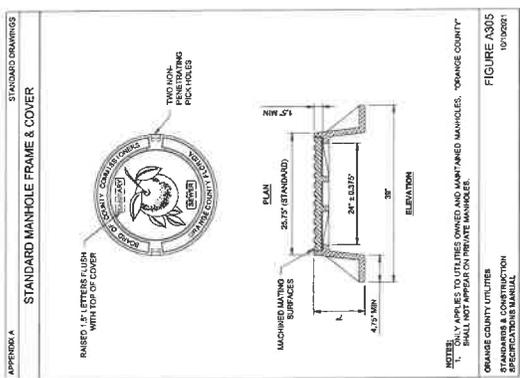
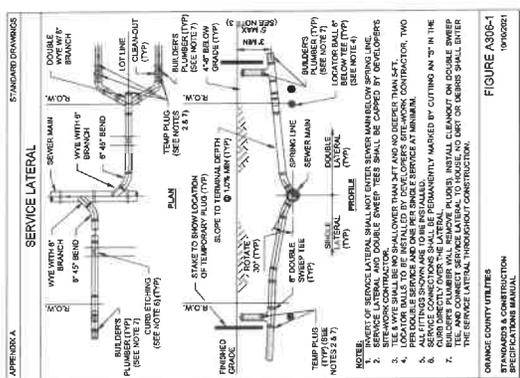


PAVEDRAIN UNIT END VIEW

UTILITY DETAILS

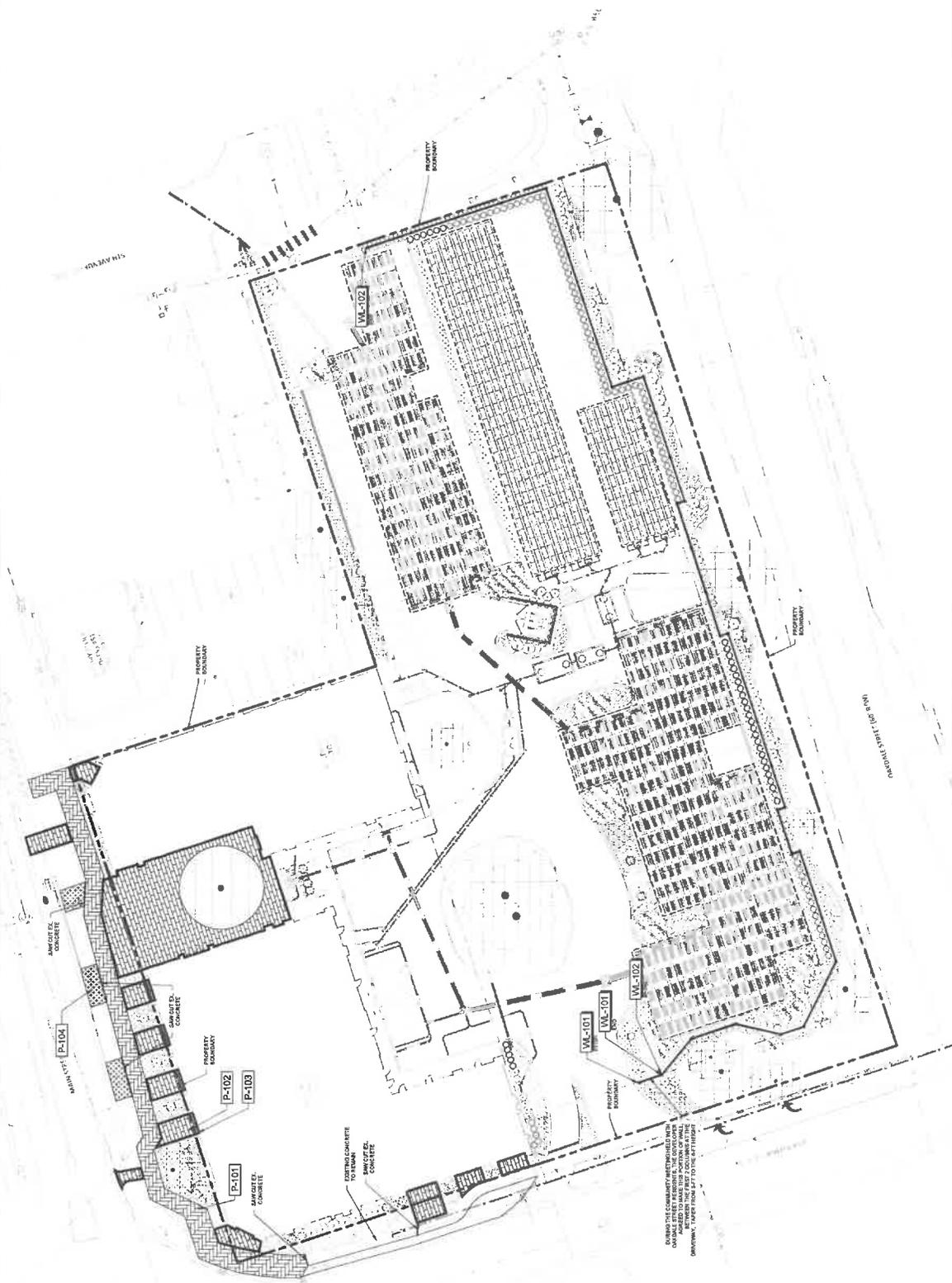
NO.	REVISIONS	DATE	BY





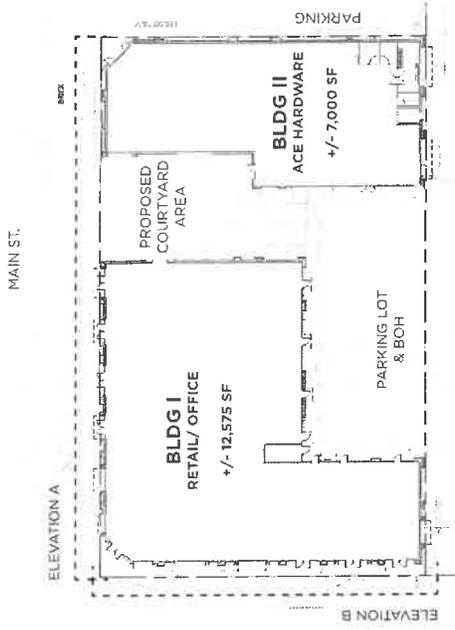
No.	REVISIONS	DATE	BY

CALL 2 WORKING DAYS BEFORE YOU DIG
 IT'S THE LAW!
 DMIL 811
 Know what's below. Call before you dig.
 BUSINESS STATE ONE CALL OF FLORIDA, INC.

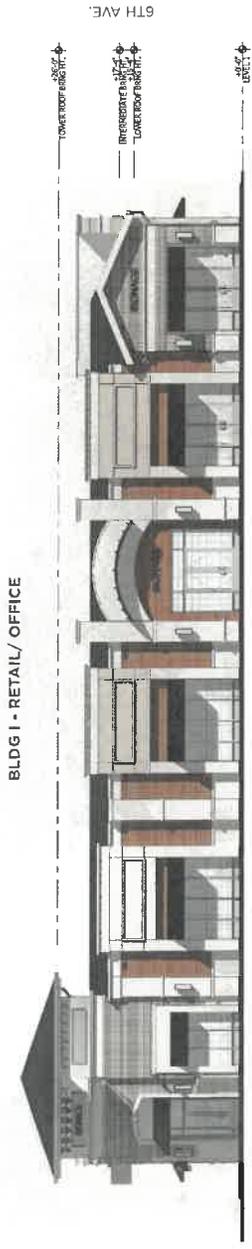


REFERENCE NOTES SCHEDULE

NO.	DESCRIPTION	DATE	BY	REVISIONS
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SITE PLAN

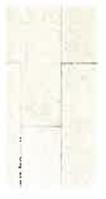


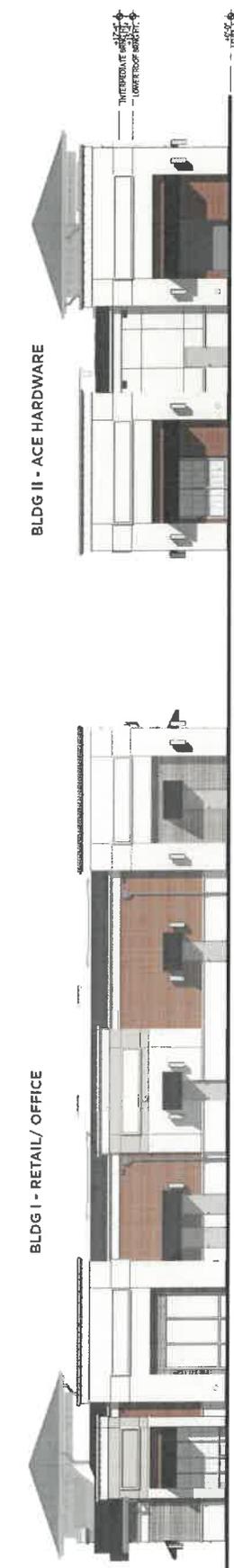
ELEVATION B - BLDG I - FROM 6TH AVE.



ELEVATION A - BLDG I & II - FROM MAIN ST.

- ① SW - 7005 PURE WHITE MAIN PAINT COLOR
- ② SW - 7036 ACCESSIBLE BEIGE ACCENT COLOR
- ③ SW - 7672 KNITTING NEEDLES ACCENT COLOR
- ④ EL DORADO RIVERBED BRICK VENEER
- ⑤ EL DORADO LATIGO BRICK VENEER
- ⑥ EL DORADO DOVETAIL STONE VENEER
- ⑦ SUNBRELLA BLACK AWNING FABRIC
- ⑧ GAF TIMBERLINE HDZ CHARCOAL ROOF SHINGLES

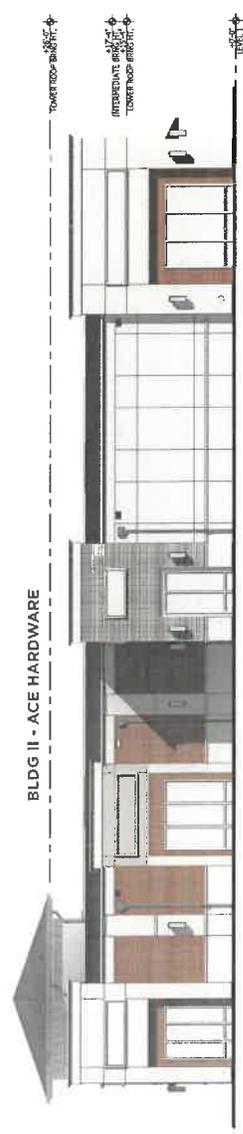




BLDG I & II - NORTH-EAST ELEVATION SHOWING BOH - FROM PARKING LOT



BLDG I RETAIL/ OFFICE - NORTH-WEST ELEVATION - FROM COURTYARD AREA



BLDG II ACE HARDWARE - NORTH-WEST ELEVATION FROM PARKING LOT



BLDG II ACE HARDWARE - SOUTH-EAST ELEVATION - FROM COURTYARD AREA

..... BLDG II - ACE HARDWARE

..... BLDG I - RETAIL/ OFFICE



SOUTH CORNER 3D PERSPECTIVE VIEW - FROM CORNER OF MAIN ST. AND 6TH AVE.

..... BLDG II - ACE HARDWARE

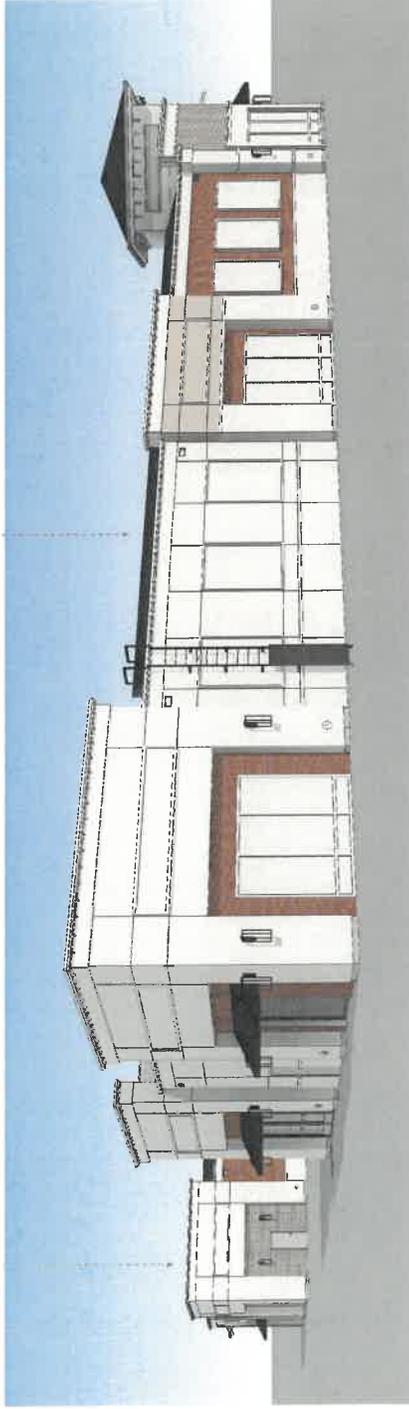
..... BLDG I - RETAIL/ OFFICE



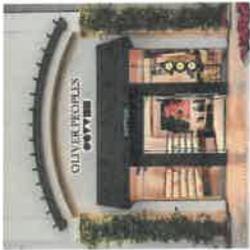
WEST CORNER 3D PERSPECTIVE VIEW - FROM MAIN ST.



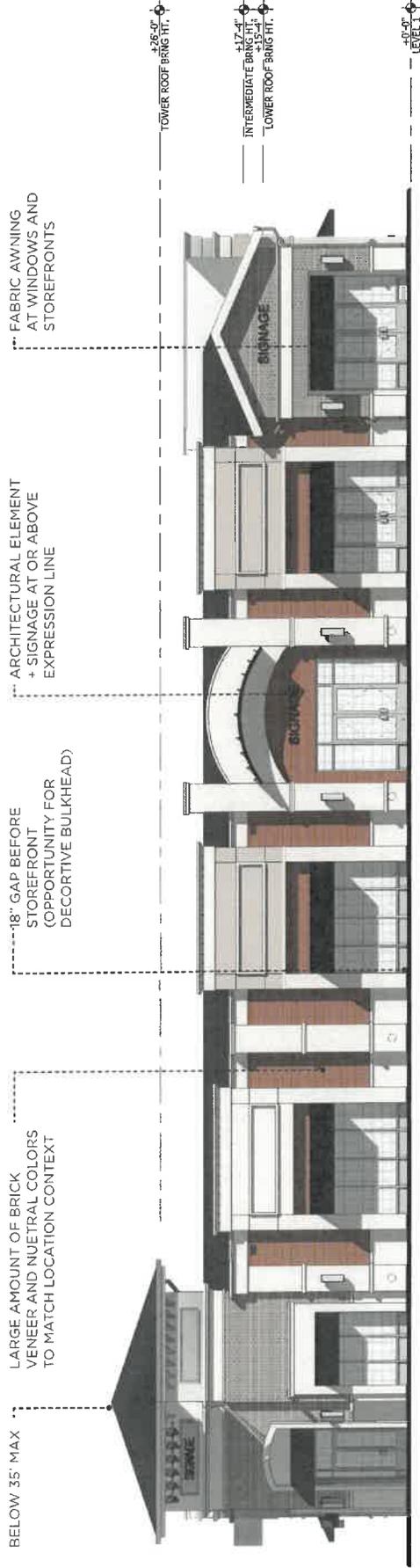
EAST CORNER 3D PERSPECTIVE VIEW - FROM 6TH AVE.



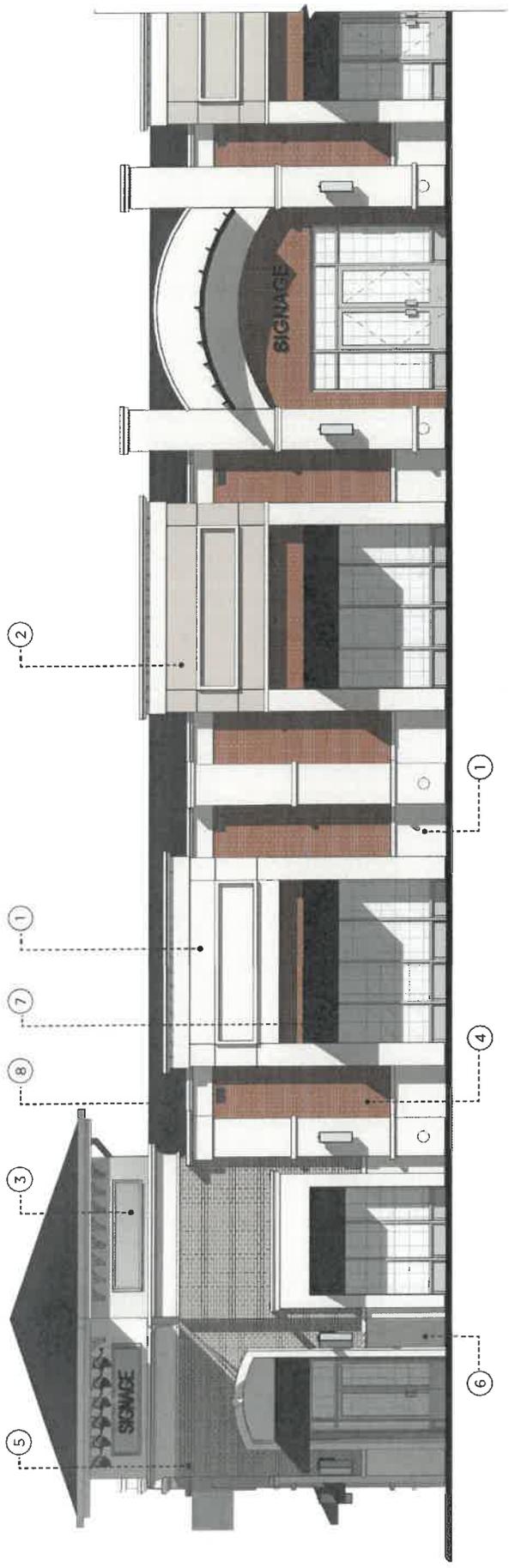
NORTH CORNER 3D PERSPECTIVE VIEW - FROM PARKING LOT



CONCEPT IMAGES

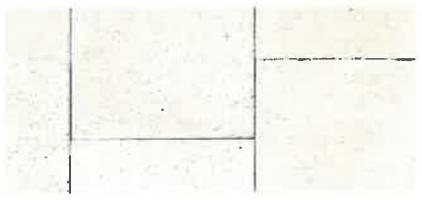


MATERIAL CHOICES AND ARCHITECTURAL ELEMENTS PER DESIGN GUIDELINES (ELEVATION 'B' SHOWN FOR REFERENCE)



ENLARGED BUILDING ELEVATION - CORNER DESIGN AND MATERIALS

- ① SW - 7005
PURE WHITE
MAIN PAINT
COLOR
- ② SW - 7036
ACCESSIBLE
BEIGE
ACCENT COLOR
- ③ SW - 7672
KNITTING
NEEDLES
ACCENT COLOR
- ④ EL DORADO
RIVERBED
BRICK VENEER
- ⑤ EL DORADO
LATIGO
BRICK VENEER
- ⑥ EL DORADO
DOVETAIL
STONE VENEER
- ⑦ SUNBRELLA
BLACK
AWNING FABRIC
- ⑧ GAF TIMBERLINE
HDZ
CHARCOAL
ROOF SHINGLES



PROJECT MATERIALS

WAGNER PARTS
WINDERMERE, FL 33466
FLORIDA COMMERCIAL
DESIGN & CONSTRUCTION, LLC
114 ASHBOURNE
WINDERMERE, FL 33466
305.279.1200
WWW.FLORIDACD.COM
Drawn By: MS, MS, SC
Reviewed By: MS, LD
2023 - 01/25

WINDERMERE DOWNTOWN PROPERTY - CORNER OF
6TH AND MAIN, TOWN OF WINDERMERE, FL
MIXED RETAIL & OFFICE





Among the Lakes

POSTED
OCT 26 2023
T SYPHERS

Check Request

The Town of Windermere
614 Main Street
Windermere, FL 34786
407-876-2563

Date: October 19, 2023
Invoice #

PAY
TO:

Orange County Comptroller
Attn: Official Records Dept
PO Box 38
Orlando, FL 32802-0038

Phone

Permit Number	Payment Terms

Description	Total
Recording Of Ordinance 2023-05 & Developers Agreement for 500 Block	494.50
1st page 10.00 \$ 10.00	
57 additional @ 8.50 \$484.50	
Per Brad Cornelius, this needs to be invoiced to the applicant.	
Requesting Dept: Clerk Account # 001-5125-000-7500	
Total Due	
	494.50

DOC # 20230649899

11/08/2023 09:08:58 AM Page 1 of 1
Phil Diamond, Comptroller
Orange County, FL



Phil Diamond
Orange County Comptroller
P.O. Box 38
Orlando, FL 32802
407-832-5115
www.occompt.com

Receipt: 06164815

*** REPRINT *** REPRINT *** REPRINT ***

Product	Name	Extended
GOVR	Government Related	\$494.50
	# Pages	58
	Document #	20230649899
	Document Info:	TOWN OF WINDERMERE
Recording Fee		\$233.00
Trust Fund		\$29.50
Court Technology		\$232.00
P	Paid By	\$0.00
	TOWN OF WINDERMERE	
	614 MAIN ST	
	WINDERMERE, FL 34786	
<hr/>		
Total		
Tender (Check / Money Order)		\$494.50
Check#	62758	\$494.50

REC'D NOV 22 2023

*** REPRINT *** REPRINT *** REPRINT ***
Excellent Service is Our Goal

11/8/23 9:08 AM tmj