PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

REGULAR MEETING AGENDA

THURSDAY, MARCH 5, 2026 - 5:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

REGULAR AGENDA - PART I

500. Election for Chairperson of the Planning and Zoning Board/Local Planning Agency for the calendar year 2026.

501. Election for Vice-Chairperson of the Planning and Zoning Board/Local Planning Agency for the calendar year 2026.

AWARDS AND PRESENTATIONS

INFORMATIONAL AGENDA

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. Approval of the Thursday, December 4, 2025 Planning and Zoning Board/Local Planning Agency Regular Meeting Minutes.
2025 12 04 Planning and ZoningLPA Regular Meeting Minutes.pdf

PUBLIC HEARINGS AGENDA

Pursuant to F.S. § 286.0115, if the mayor or any city commissioner receives and/or sends ex parte communications regarding any application filed with the city, the mayor or any city commissioner must publicly disclose such communications before or during the hearing at which a vote is taken on the quasi-judicial matter, so that persons who have opinions contrary to those expressed in the ex parte communications are given a reasonable opportunity to refute or respond to the communications.

400. Ordinance 2026-03: Small-Scale Future Land Use Map Amendment of three (3) parcels located at 290 and 300 Tuskawilla Rd and 1258 Milky Way
Ordinance 2026-03 FLU Amend Staff Report PZB 3.05.2026.pdf
Ords. 2026-03, 2026-04 Presentation PZB 3.5.26.pdf
1. Current Future Land Use Map.pdf
2. Proposed Future Land Use Map.pdf
3. Ordinance No. 2026-03.pdf
4. Legal Advertisement.pdf
5. Pre-Annexation and Town Center Redevelopment Agreement - Executed 2026 02

09.pdf

401. Ordinance 2026-04: Rezoning of Three (3) Parcels located at 290 and 300 Tuskawilla Rd and 1258 Milky Way

Ordinance 2026-04 Rezoning Staff Report PZB 3.05.2026.pdf
Ords. 2026-03, 2026-04 Presentation PZB 3.5.26.pdf
1. Current Zoning Map.pdf
2. Proposed Zoning Map.pdf
3. Ordinance No. 2026-04.pdf
4. Legal Advertisement.pdf
5. Pre-Annexation and Town Center Redevelopment Agreement - Executed 2026 02 09.pdf

REGULAR AGENDA - PART II

502. Not Used

REPORTS

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes.*

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need 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" - per Section 286.0105 Florida Statutes.

REGULAR AGENDA - PART I ITEM 500

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AGENDA | MARCH 5, 2026 REGULAR MEETING

TITLE

Election for Chairperson of the Planning and Zoning Board/Local Planning Agency for the calendar year 2026.

SUMMARY

Pursuant to City Code, Section 2-41(h), "Unless otherwise provided by state or federal law, each board and committee shall be responsible to elect, by majority vote of the members of each board or committee, a chairperson and vice-chairperson. The election shall occur annually at the first meeting held in January, unless there is no January meeting, then the next meeting held. All newly established boards and committees shall make such elections at their regularly held meeting and then annually as stated above. Alternate members (as provided below) shall not be elected to positions of chairperson or deputy-chairperson."

The Chairperson for 2025 was Kok Wan Mah.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Planning and Zoning Board/Local Planning Agency discuss and elect a Chairperson for calendar year 2026.

REGULAR AGENDA - PART I ITEM 501

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AGENDA | MARCH 5, 2026 REGULAR MEETING

TITLE

Election for Vice-Chairperson of the Planning and Zoning Board/Local Planning Agency for the calendar year 2026.

SUMMARY

Pursuant to City Code, Section 2-41(h), "Unless otherwise provided by state or federal law, each board and committee shall be responsible to elect, by majority vote of the members of each board or committee, a chairperson and vice-chairperson. The election shall occur annually at the first meeting held in January, unless there is no January meeting, then the next meeting held. All newly established boards and committees shall make such elections at their regularly held meeting and then annually as stated above. Alternate members (as provided below) shall not be elected to positions of chairperson or deputy-chairperson."

The Vice-Chairperson for 2025 was Michael Ferrante.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Planning and Zoning Board/Local Planning Agency discuss and elect a Vice-Chairperson for calendar year 2026.

CONSENT AGENDA ITEM 300

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AGENDA | MARCH 5, 2026 REGULAR MEETING

TITLE

Approval of the Thursday, December 4, 2025 Planning and Zoning Board/Local Planning Agency Regular Meeting Minutes.

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends approval of the Thursday, December 4, 2025 Planning and Zoning Board/Local Planning Agency Regular Meeting Minutes as presented.

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY

REGULAR MEETING MINUTES
DECEMBER 04, 2025

CITY HALL – COMMISSION CHAMBERS
CITY OF WINTER SPRINGS, FLORIDA

UNAPPROVED

CALL TO ORDER
Chairperson Kok Wan Mah called the Thursday, December 4, 2025, Planning and Zoning Board/Local Planning Agency Regular Meeting to Order at posted 5:30 p.m., in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708.)

Roll Call:
Chairperson Kok Wan Mah, present
Vice-Chairperson Michael Ferrante, present
Board Member Louie Hilal, present
Board Member Rachel Hood, present
Board Member David Mahnken, present
Assistant City Attorney Kristin Eick, present
Assistant City Clerk Tristin Tarrant, present

Also present:
Ms. Terrilyn Rolle, Director, Community Development Department

A moment of silence was held, followed by the Pledge of Allegiance.

Chairperson Mah asked if there were any changes to the agenda and, hearing none, the agenda was adopted.

AWARDS AND PRESENTATIONS
100. Not Used

INFORMATIONAL AGENDA
200. Not Used

PUBLIC INPUT
Chairperson Mah opened Public Input.
No one addressed the Board.
Chairperson Mah closed Public Input

CONSENT AGENDA

300) Approval of the Thursday, November 6, 2025 Planning and Zoning Board/Local Planning Agency Regular Meeting Minutes.

"I WILL MOTION TO APPROVE THE MINTUES FROM NOVEMBER 6TH AGENDA ITEM 300." MOTION BY BOARD MEMBER HILAL. SECONDED BY BOARD MEMBER HOOD. DISCUSSION.

VOTE: MAH (AYE); FERRANTE (AYE); HOOD (AYE); MAHNKEN (AYE); HILAL (AYE)
MOTION CARRIED 5-0.

PUBLIC HEARINGS AGENDA

400) Ordinance 2025-17: Reasonable Accommodation from the City's Land Development Regulations and Certified Recovery Residences

Ms. Rolle reviewed the proposed Ordinance to the Board and opened the floor for questions from the Board. Clarification was asked for the definition of a "certified recovery resident". City Attorney Eick clarified the change was required by an adopted Legislative bill and defined a "certified recovery resident" as a "silver home" or drug and alcohol rehabilitation homes. City Attorney Eick reviewed the purpose, process, and requirements related to the certified homes as set out in the Ordinance. City Attorney Eick additionally relayed the accommodations do not stay with the property; they are provided for the person or entity that requested it as well as the process for approval being through Community Development and appeal to the City Manager is necessary.

Concerns about the possible loopholes and questions regarding allowing accommodation in Homeowners Associations (HOAs) were asked. Attorney Eick relayed that the residents would need to also seek accommodation with the HOA as well as the city. HOAs should abide by the Fair Housing Laws as well. The residents have to be certified and must have policies in place such as a Good Neighbors policy, relapse policy, and an eviction policy. Additional discussion ensued on if the accommodation would apply to only current buildings and if accessory dwelling units (ADUs) could be used. Attorney Eick responded in kind that it is unlikely for ADUs to be used for the accommodation.

Chairperson Mah opened the Public Hearing for Item 400.
No one addressed the Board.
Chairperson Mah closed the Public Hearing for Item 400.

"I MAKE A MOTION THAT WE APPROVE ORDINANCE 2025-17: REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS AND CERTIFIED RECOVERY RESIDENCES." MOTION BY BOARD MEMBER HOOD. SECONDED BY VICE-CHAIRPERSON FERRANTE. DISCUSSION.

VOTE: MAH (AYE); FERRANTE (AYE); HOOD (AYE); MAHNKEN (AYE); HILAL (AYE)
MOTION CARRIED 5-0.

UNAPPROVED

REGULAR AGENDA

500. Not Used

REPORTS

PUBLIC INPUT

Chairperson Mah opened Public Input.
No one addressed the Board.
Chairperson Mah closed Public Input

Assistant City Clerk Tarrant noted for the Board's calendar year 2026 meetings will remain the first Thursday of every month except for January since the first meeting falls on the 1st of January. The January Planning and Zoning meeting is scheduled for the 8th of January at 5:30 PM.

ADJOURNMENT

Chairperson Mah adjourned the Regular Meeting at 5:49 p.m.

RESPECTFULLY SUBMITTED:

_____
TRISTIN TARRANT
ASSISTANT CITY CLERK

UNAPPROVED

NOTE: These Minutes were approved at the _____, *2026* Planning and Zoning Board/Local Planning Agency Meeting.

PUBLIC HEARINGS AGENDA ITEM 400

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AGENDA | MARCH 5, 2026 REGULAR MEETING

TITLE

Ordinance 2026-03: Small-Scale Future Land Use Map Amendment of three (3) parcels located at 290 and 300 Tuskawilla Rd and 1258 Milky Way

SUMMARY

The Community Development Department requests that the Planning and Zoning Board hold a Public Hearing to consider Ordinance 2026-03 for the Large-Scale Future Land Use Map Amendment of three parcels totaling ±6.13 acres located at 290 and 300 Tuskawilla Rd and 1258 Milky Way from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District".

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the Planning & Zoning Board recommend adoption of Ordinance 2026-03 to the City Commission to change the Future Land Use Map designation from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District", subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

PUBLIC HEARINGS AGENDA

PLANNING & ZONING BOARD
March 05, 2026 | REGULAR MEETING

TITLE

290 and 300 Tuskawilla Rd and 1258 Milky Way | Small-Scale Future Land Use Map Amendment from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District".

SUMMARY/UPDATE

The Community Development Department requests that the Planning and Zoning Board hold a Public Hearing to consider Ordinance 2026-03 for the Small-Scale Future Land Use Map Amendment of three parcels totaling ±6.13 acres located at 290 and 300 Tuskawilla Rd and 1258 Milky Way from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District".

General Information		
Applicant	Ryan Sheehan, Thomas F. Landers, and Adam R. Alstott	
Property Owner(s)	Ryan Sheehan, Thomas F. Landers, and Adam R. Alstott	
Location	290 and 300 Tuskawilla Rd, 1258 Milky Way	
Tract Size	±6.13 acres	
Parcel ID Number	01-21-30-501-0000-0210, 01-21-30-501-0000-0220, 01-21-30-501-0000-0100	
Zoning Designation	Seminole County A-1 Agricultural	
FLUM Designation	Seminole County Medium Density Residential	
Adjacent Land Use	North: Single Family East: Single Family/Tuskawilla Rd	South: Single Family/Milky Way West: Single Family
Development Permits	None	
Development Agreement	None	

Code Enforcement	None
City Liens	None

Request:
The applicant has initiated a Small-Scale Future Land Use Map Amendment for the subject property, located at 290 and 300 Tuskawilla Rd as well as 1258 Milky Way. Ordinance 2026-03 proposes to change the Future Land Use Map designation from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District".

Background Data:
The subject site is comprised of three (3) parcels totaling ±6.13 acres. A portion of the Property (Parcels 01-21-30-501-0000-0210 & 01-21-30-501-0000-0220) will be developed as a detached, single-family home subdivision with eleven (11) upscale homes. Parcel 01-21-30-501-0000-0100 will be redeveloped at a later date. Currently, the parcels are located within unincorporated Seminole County in the Agricultural (A-1) zoning district with a Future Land Use designation of Medium Density Residential (MDR). The subject property is concurrently being annexed and rezoned into the City of Winter Springs via Ordinances 2026-02 and 2026-04. The rezone proposal is to change the zoning from Seminole County "A-1" to the City of Winter Springs "T-C Town Center, T4 Transect". The Future Land Use Amendment proposes to change the Future Land Use Map designation from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District".

Public Notices:
Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property and to all Homeowner's Associations on file with the City Winter Springs and located within one-half (1/2) mile of the subject property (58 notices) on February 13, 2026. As required by Florida Statute, a 10-day newspaper advertisement in the Orlando Sentinel was published on February 16, 2026

Comprehensive Plan Amendment Analysis:
The following summarizes the data and issues which staff analyzed in reviewing this application:

Through Ordinance 2026-03, the applicant is requesting the City of Winter Springs "Town Center District" future land use designation be applied to the parcels. The requested Future Land Use Map designation is intended to bring the property's Future Land Use designation to be consistent with the City's Comprehensive Plan. The requested Future Land Use Map designation was determined by evaluating the prevailing character of the immediate surrounding properties as well as by evaluating the use and future goals and objectives of the City.

Future Land Use Map (FLUM) Amendment Analysis:

The following criteria is set forth by City of Winter Springs Code of Ordinances Section 15-36 which has been analyzed by staff to form a recommendation:

Future Land Use Amendment Criteria & Analysis	
1.	Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region; **Analysis:** The property is privately owned. The annexation of the property to incorporate within the City of Winter Springs was completed as a voluntary action of the Owner. The proposed amendment is expected to have a favorable effect on the City's budget by way of increased tax revenue. The property is being concurrently rezoned into the City, and changing the Future Land Use to a category consistent with the City's Comprehensive Plan will allow for appropriate use of the properties.
2.	Whether the proposed amendment will diminish or negatively impact the Level of Service (LOS) of public facilities; **Analysis:** The proposed amendment is not anticipated to diminish or negatively impact the Level of Service (LOS) of public facilities. The Owner of subject properties will, at its sole cost and expense, design, install, and construct all water, sewer, and reclaim lines, private lift station, and related appurtenances and improvements necessary to serve the Property, and shall connect such facilities to the City's water, sewer, and reclaim utility systems.
3.	Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment; **Analysis:** There are no foreseen negative impacts on environmental, natural resources, or historical resources of the City or the region. The Owner of subject properties will, at its sole cost and expense, design, install, and construct all water, sewer, and reclaim lines, private lift station, and related appurtenances and improvements necessary to serve the Property, and shall connect such facilities to the City's water, sewer, and reclaim utility systems.
4.	Whether the proposed amendment is consistent with the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Regional Planning Council, as amended from time to time; **Analysis:**

	The proposed amendment is consistent with the goals, objectives, and policies of the State Comprehensive Plan, most notably Future Land Use Element, Objective 1.5 which promotes land use compatibility.
5.	Whether the City is able to provide adequate service from public facilities to the affected property, if the proposed amendment is granted, and whether the proposed amendment will promote the cost/effective use of or unduly burden public facilities; **Analysis:** The proposed amendment does not alter the population density pattern and will not negatively contribute to public facilities and services as the properties will have the same Future Land Use as surrounding residential properties. In addition, the City's public facilities will not be overloaded as the property use shall be limited as provided in the Development Agreement. Further, the Owner of subject properties will, at its sole cost and expense, design, install, and construct all water, sewer, and reclaim lines, private lift station, and related appurtenances and improvements necessary to serve the Property, and shall connect such facilities to the City's water, sewer, and reclaim utility systems.
6.	Whether the proposed amendment is compatible with surrounding neighborhoods and land use; **Analysis:** The proposed amendment from Seminole County "Medium Density Residential" to the City of Winter Springs "Town Center District" is appropriate and compatible with the surrounding neighborhoods and land use of the Town Center. Surrounding properties adjacent to the subject property have compatible Future Land Use of "Town Center District) and Zoning designations of "T-C Town Center, T4 Transect". The properties located directly south and west of the subject property are also designated Town Center District.
7.	Whether approval of the proposed amendment will cause the Comprehensive Plan to be internally inconsistent; **Analysis:** The proposed amendment is consistent with the goals, objectives, and policies of the City of Winter Springs Comprehensive Plan. The proposed amendment would promote consistency with the Comprehensive Plan by ensuring that the subject property receives an appropriate City Future Land Use Designation which is compatible with the Future Land Use designations of surrounding properties.
8.	Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the city or region; **Analysis:**

	There are no foreseen adverse impacts of this project on the public health, safety, welfare, economic order, or aesthetics of the city or region. Moreover, the development of additional housing options may result in promoting the public health, welfare, and aesthetics of the City.
9.	The contents of any Evaluation and Appraisal Report (EAR) prepared pursuant to 163.3191, Florida Statutes; **Analysis:** Not applicable.
10.	Whether the proposed amendment is consistent and in compliance with law; **Analysis:** The proposed amendment is consistent and in compliance with law.
11.	Whether the proposed amendment is consistent, and not in conflict, with the legislative policy directives established by the City Commission including, but not limited to, those set forth in the City's Comprehensive Plan and City Code, adopted master plans, economic development goals and objectives, community redevelopment plans, and brownfield areas. **Analysis:** The proposed amendment is consistent, and without conflict as the property is a former "Medium Density Residential" Future Land Use designation not previously under the jurisdiction of the City's plans, codes, goals, objectives, or areas. The property's recent incorporation into City limits necessitates a Future Land Use designation that most appropriately coincides with city plans, goals, objectives, and areas. The "Town Center District" Future Land Use designation most appropriately coincides without conflict with the aforementioned.

Applicable Law, Public Policy, and Events:

- State of Florida Statues
  - Sections 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that development regulations for municipal planning must be consistent with the Comprehensive Plan).
  - Section 166.041: Procedures for adoption of ordinances and resolutions.
- Code of Ordinances of the City of Winter Springs
  - Chapter 15, Article 3 – Comprehensive Plan Amendments
- Comprehensive Plan of the City of Winter Springs
  - Future Land Use Element Objective 15

Procedural History:

Procedural History:	
February 16, 2026	Legal Advertisement | Future Land Use Amendment Ord. 2026-03 and Rezone Ord. 2026-04
March 5, 2025	Planning & Zoning Board | Recommendation of Approval on Future Land Use Amendment (Ord. 2026-03) and Rezone (Ord. 2026-04)
March 9, 2025	City Commission | Hearing on Future Land Use Amendment (Ord. 2026-03), Rezone (Ord. 2026-04), and Annexation (Ord. 2026-02) | First Reading of Ordinances
March 23, 2025	City Commission | Hearing on Future Land Use Amendment (Ord. 2026-03), Rezone (Ord. 2026-04), and Annexation (Ord. 2026-02) | Second Reading of Ordinances

Recommendation:

Staff recommends that the Planning & Zoning Board recommend adoption of Ordinance 2026-03 to the City Commission to change the Future Land Use Map designation from Seminole County "Medium Density Residential" to City of Winter Springs "Town Center District", subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

Attachments:

1. Current Future Land Use Map
2. Proposed Future Land Use Map
3. Ordinance No. 2026-03
4. Legal Advertisement
5. Pre-Annexation and Town Center Redevelopment Agreement - Executed 2026 02 09

COMP-2026-0006 (Future Land Use Amendment): Ordinance 2026-03
&
RZON-2026-0003 (Rezone): Ordinance 2026-04

Planning & Zoning Board

Jenale Garnett, MURP, MPA

Senior Planner

Background

Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04

Property Address: 290/300 Tuskawilla Road and 1258 Milky Way, Winter Springs, FL 32708 (± 6.13 acres)

Parcel ID: 01-21-30-501-0000-0210, 01-21-30-501-0000-0220, and 01-21-30-501-0000-0100

June 25, 2025: Pre-Application Meeting (PREM-2025-0023)

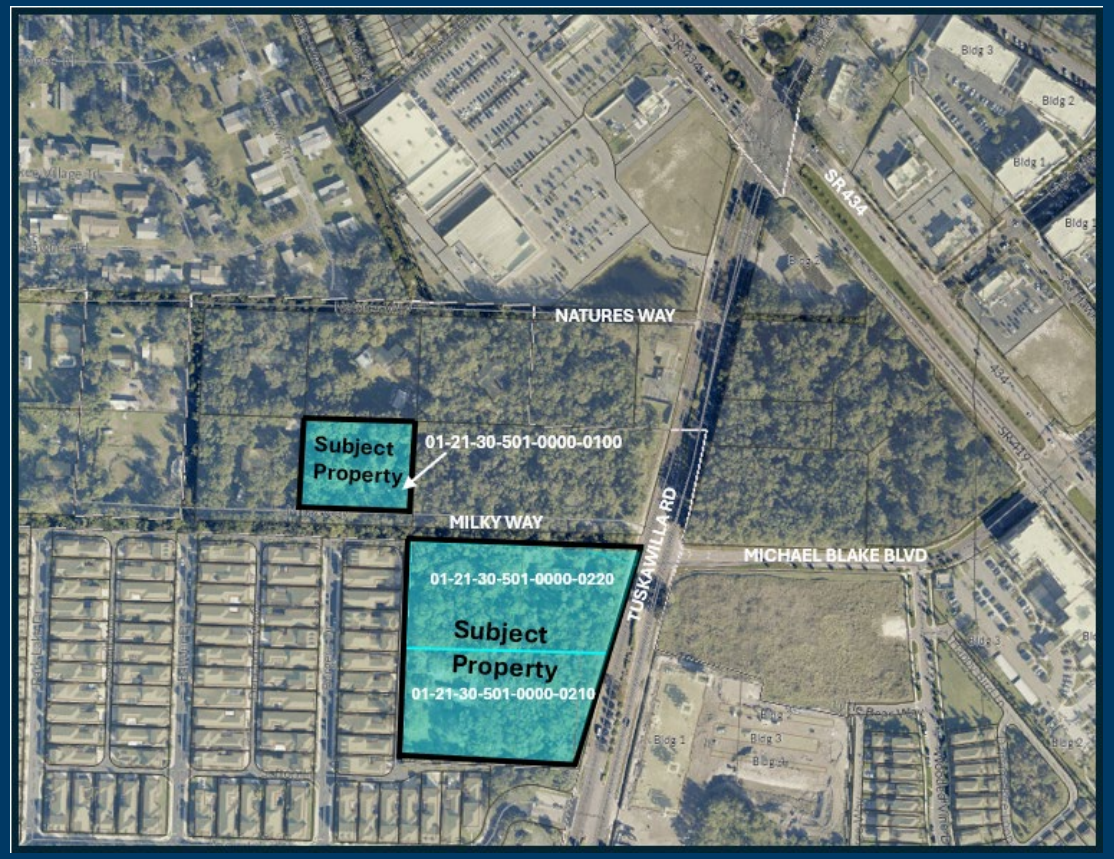
February 11, 2026:
Comprehensive Plan Amendment Application (COMP-2026-0006)
Rezone Application (RZON-2026-0003)

February 13, 2026: Public Notice Letters & Signage

February 16, 2026: Newspaper Advertisement

Applicant: Ryan Sheehan, Christopher Ryan Homes

*Annexation Ordinance 2026-02 proposed concurrently with Ordinances 2026-03 and 2026-04.

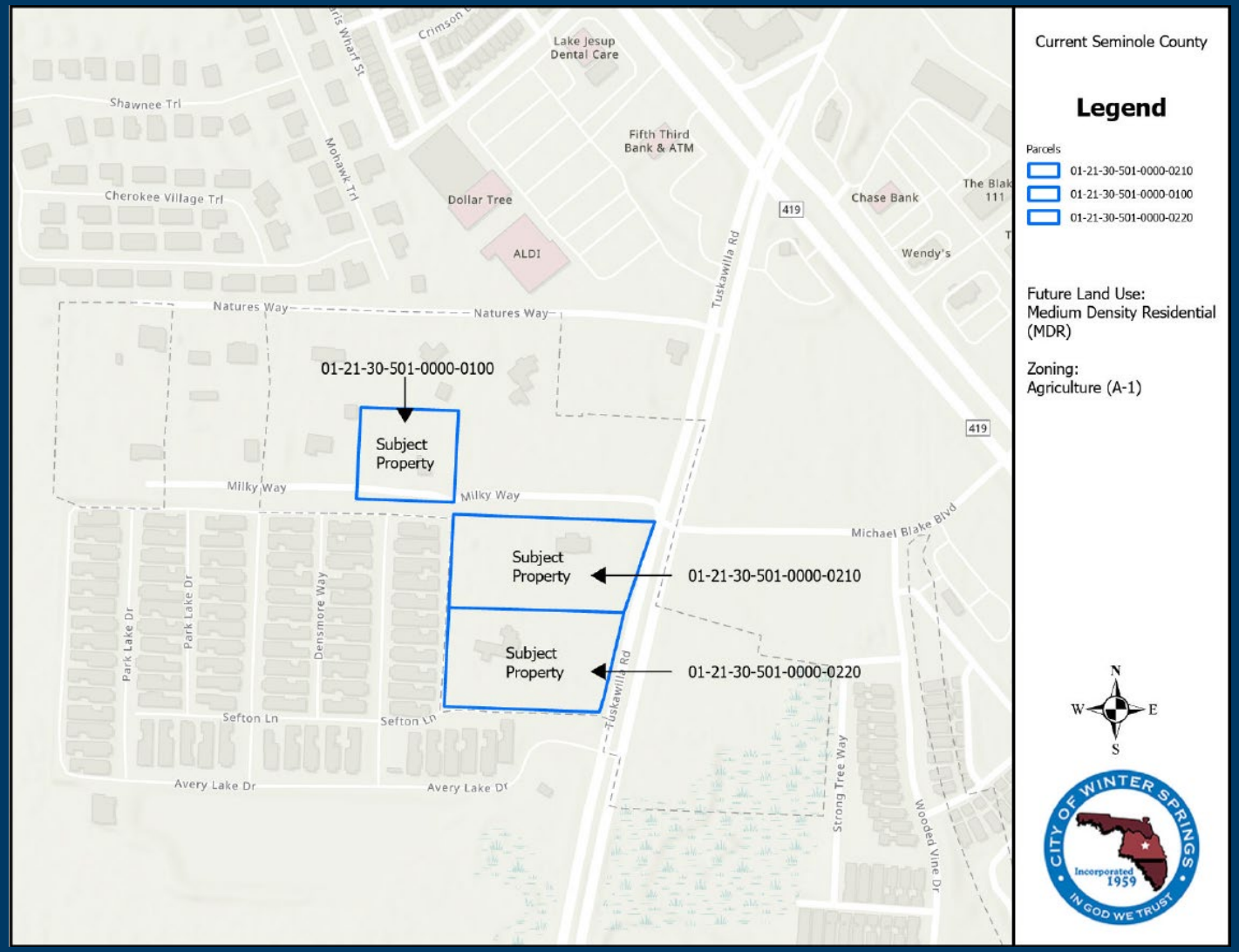


AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Current Seminole County – Future Land Use & Zone Map

Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04



Existing Location:
Seminole County

Existing FLU:
Medium Density Residential (MDR)
- max 10 du/net buildable acre

Existing Zoning District:
Agriculture (A-1)

AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Proposed Future Land Use - Town Center District

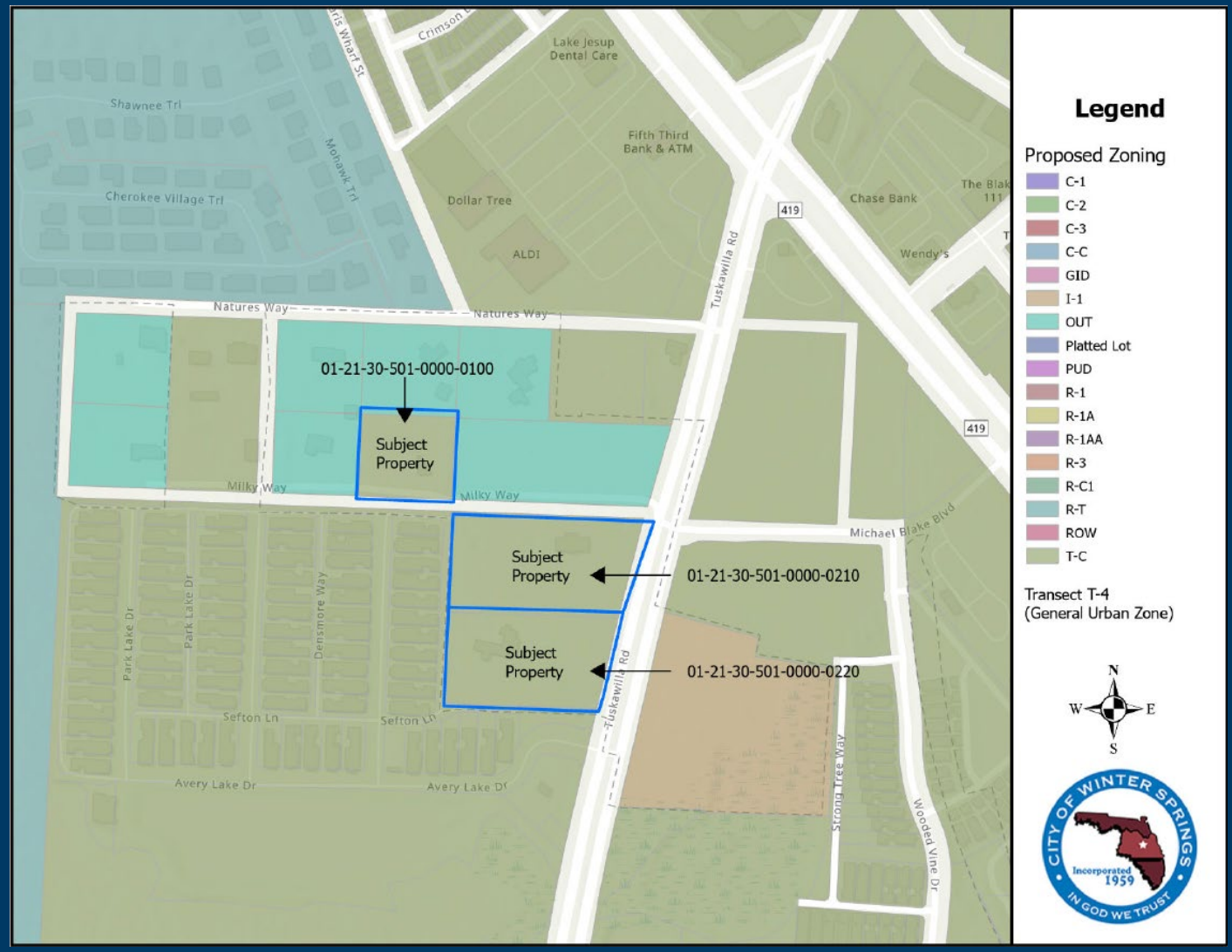
Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04



AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Proposed Zoning – T-C Town Center, T4 Transect (General Urban Zone)



Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04

AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Staff Recommendation

Staff recommends that the Planning & Zoning Board recommend adoption of the following:

- Ordinance 2026-03 to change the Future Land Use Map designation from Seminole County “Medium Density Residential” to City of Winter Springs “Town Center District”, subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

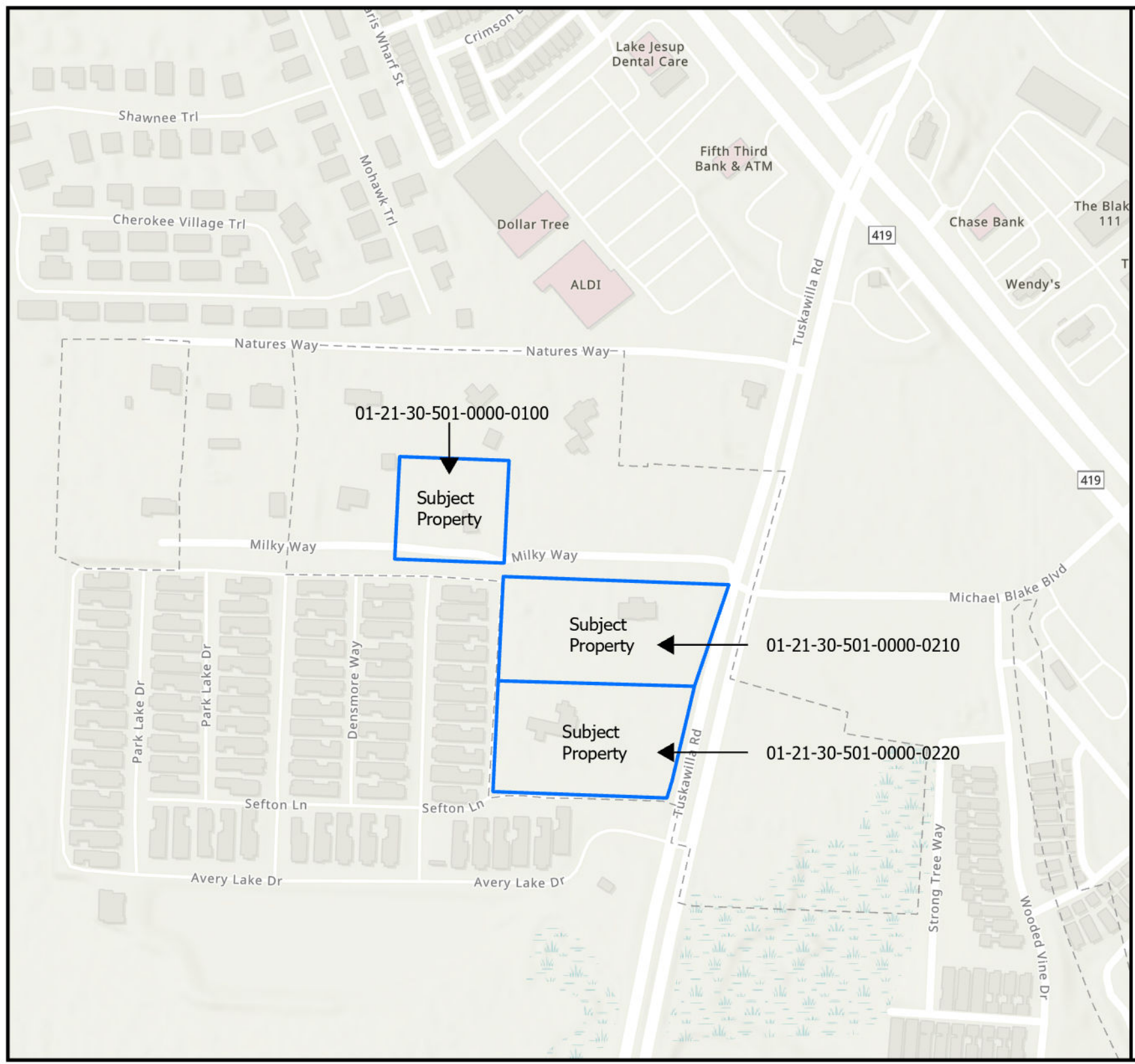
- Ordinance 2026-04 to rezone the subject property from Seminole County “A-1” to City “T-C, T4 Transect”, subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04

AGENDA ITEMS
400, 401

Planning &
Zoning Board
March 5, 2026

ANY QUESTIONS?



Current Seminole County

Legend

Parcels

- 01-21-30-501-0000-0210
- 01-21-30-501-0000-0100
- 01-21-30-501-0000-0220

Future Land Use:
Medium Density Residential (MDR)

Zoning:
Agriculture (A-1)

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CITY OF WINTER SPRINGS
Incorporated 1959
IN GOD WE TRUST



Legend

Proposed Winter Springs Future Land Use

- Commercial
- Conservation
- Greenway Interchange District
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Out
- Public / Semi-Public
- Recreation
- ROW
- Rural Residential
- Split
- Town Center District

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CITY OF WINTER SPRINGS
Incorporated 1959
IN GOD WE TRUST

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THREE (3) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 6.13 ACRES, MORE OR LESS, LOCATED AT 290 AND 300 TUSKAWILLA ROAD, AND 1258 MILKY WAY, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCELS FROM COUNTY "MEDIUM DENSITY RESIDENTIAL (MDR)" TO CITY "TOWN CENTER;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WITNESSETH

WHEREAS, the City and Property Owners (Ryan Sheehan, Thomas F. Landers, and Adam R. Alstott) entered into that certain Pre-Annexation and Town Center Redevelopment Agreement for the subject property, which was approved by the City Commission and executed on February 09, 2026; and

WHEREAS, on March 23, 2026, the City Commission adopted Ordinance Number 2026-02, which annexed the subject property into the City of Winter Springs; and

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the future land use map amendment embodied in this Ordinance is a small-scale amendment to the City of Winter Springs Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

WHEREAS, the Local Planning Agency of the City of Winter Springs held a duly noticed public hearing on March 05, 2026, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Commission of the City of Winter Springs held two duly noticed public hearings on the proposed amendment 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 approves and adopts the Comprehensive Plan Amendment 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 the City of Winter Springs, Florida.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, Sections 163.3161, et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a Comprehensive Plan amendment incorporating the revisions stated herein as part of the City of Winter Springs Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Winter Springs Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from Seminole County "Medium Density Residential (MDR)" future land use to City "Town Center" future land use. Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Winter Springs Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date and Legal Status of the Plan Amendment. The effective date of this Ordinance shall be conditioned upon the adoption of Ordinance No. 2026-02, and this Ordinance shall not become effective unless and until Ordinance No. 2026-02 is adopted by the City Commission. Should Ordinance No. 2026-02 not become effective, then this Ordinance shall become null and void. Should Ordinance No. 2026-02 be adopted, the effective date of this

Ordinance shall take effect thirty-one (31) days after the date of its adoption, as written below, in accordance with Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in compliance. No development orders, development permits, or land use dependent on this Amendment may be issued or commenced before the Amendment has become effective. After and from the effective date of this Amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Winter Springs Comprehensive Plan and become a part of that plan and the Amendments shall have the legal status of the City of Winter Springs Comprehensive Plan, as amended.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
Kevin McCann, Mayor

ATTEST:

_____
Christian Gowan, City Clerk
Approved as to legal form and sufficiency for
the City of Winter Springs only:

_____
Anthony A. Garganese, City Attorney

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

LEGAL DESCRIPTION

Parcel I:

Lot 10, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the West 1/2 of vacated street abutting on the East, pursuant to Resolution recorded in Book 654, Page 353, of the Public Records of Seminole County, Florida.

Parcel II:

Lots 22 and 23, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 23, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

Parcel Identification Number: 01-21-30-501-0000-0100 & 01-21-30-501-0000-0220

Parcel III:

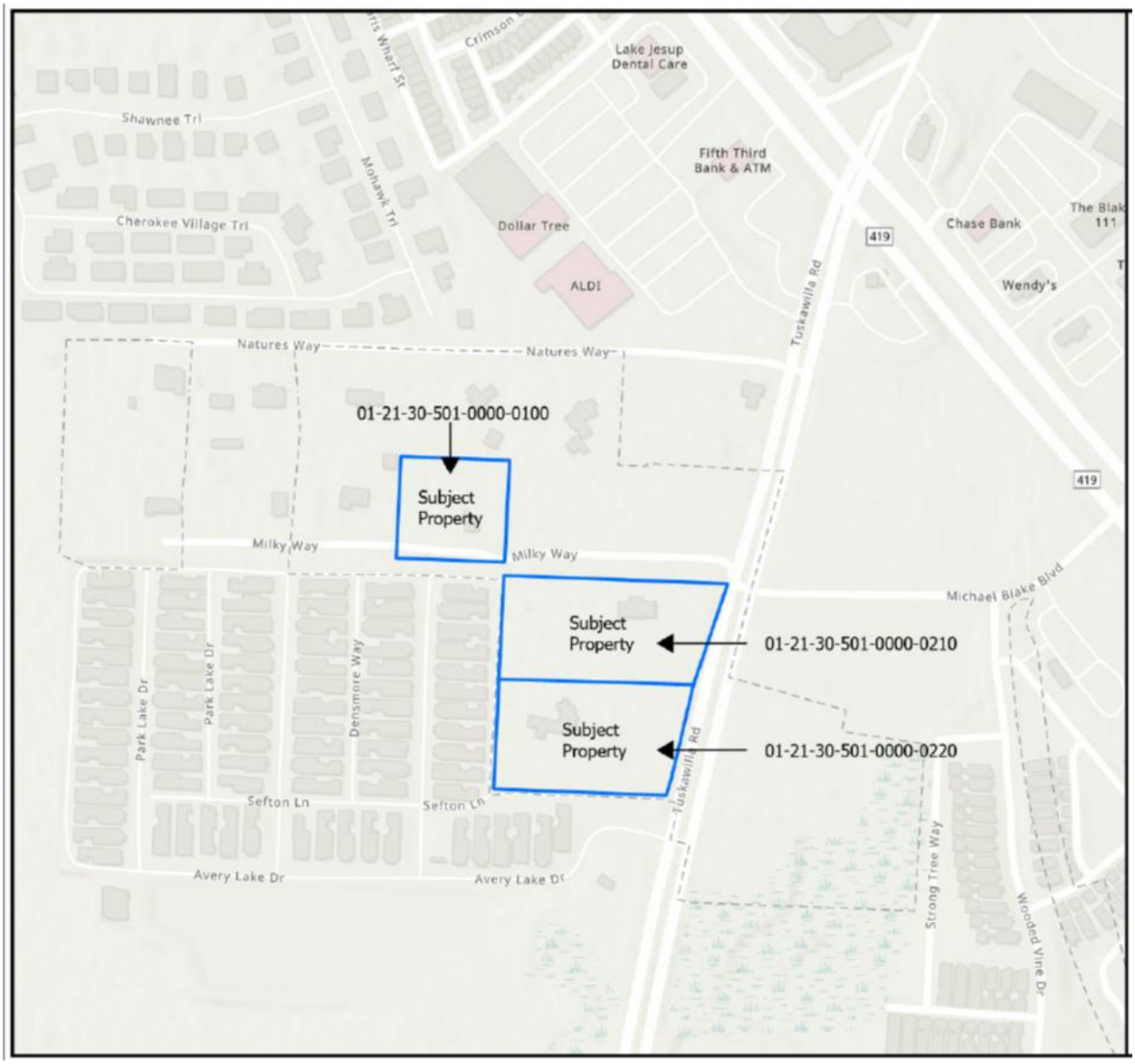
Lots 21 and 24, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 24, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

LESS AND EXCEPT that portion of subject property as conveyed to Seminole County in O. R. Book 3476, Page 281, of the Public Records of Seminole County, Florida, more particularly described as follows:

Commence at the Northeast corner of Lot 21 "TUSKAWILLA", D. R. MITCHELL'S SURVEY OF THE LEVY GRANT, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida; thence run South 03 Degrees 37'58"West along the East lot line of said Lot 21, a distance of 33.04 feet for a Point of Beginning; thence continue South 03 Degrees 37'58" West along said East lot line, a distance of 195.69 feet to the South lot line of said Lot 21; thence departing said East line, run North 87 Degrees 02'48" West along said South lot line a distance of 39.54 feet; thence run North 14 Degrees 08'55" East a distance of 11.66 feet to the point of curvature of a curve concave Southeasterly having a central angle of 01 Degrees 52'03" a radius of 5781.58 feet and a chord bearing of North 15 Degrees 04'55" East thence run Northeasterly along the arc of said curve a distance of 188.46 feet to the Point of Beginning.

Parcel Identification Number: 01-21-30-501-0000-0210

DEPICTION OF SUBJECT PROPERTY



Garcia, biological father of Shelsie Garcia Pina, born on August 12, 2014. His consent is required for her U.S. passport application. He has been absent and out of contact for the past six years. If you have any information regarding his whereabouts, please contact 585-435-3305 or nuryspina@yahoo.com."
7925974 2/2/2026, 2/9/2026, 2/16/2026, 2/23/2026

Notice of Public Meeting

NOTICE OF PUBLIC HEARINGS
CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE PLANNING AND ZONING BOARD AND THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THREE (3) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 6.13 ACRES, MORE OR LESS, LOCATED AT 290 AND 300 TUSKAWILLA ROAD, AND 1258 MILKY WAY, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCELS FROM COUNTY "MEDIUM DENSITY RESIDENTIAL (MDR)" TO CITY "TOWN CENTER" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THREE (3) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 6.13 ACRES, MORE OR LESS, LOCATED AT 290 AND 300 TUSKAWILLA ROAD, AND 1258 MILKY WAY, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION ON THE PARCEL FROM COUNTY "AGRICULTURAL (A-1) TO CITY "TOWN CENTER TRANSECT 4;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

THE PLANNING AND ZONING BOARD PUBLIC HEARING WILL BE HELD ON THURSDAY, MARCH 05, 2026, AT 5:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FL 32708

THE CITY COMMISSION FIRST READING PUBLIC HEARING WILL BE HELD ON MONDAY, MARCH 09, 2026 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE PLANNING AND ZONING BOARD AND/OR THE CITY COMMISSION RESERVE THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING(S) ON THESE ORDINANCES AT THE ABOVE-LISTED MEETINGS WITHOUT FURTHER NOTICE.

The proposed ordinances may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinances. If you decide to appeal any recommendation or decision made by any of the City's Boards or Commission with respect to any matter considered at these meetings, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceeding is made upon which the appeal is based.
27646 2/16/26

HUGE SALE

You may obtain a copy property descriptions b Zoning Division, 407-836 one up at 201 South Ros First Floor; Orlando, F

IF YOU HAVE ANY QU GARDING THESE NOT TACT THE ORANGE C ING DIVISION, 407-836- Laekin.O'Hara@ocfl.net

PARA MÁS INFORMAC ENTE A ESTA VISTA P RESPECTO A UNA AU PUBLICA SOBRE PRO SU AREA/VECINDAD, MUNICARSE CON LA I ZONIFICACIÓN, AL NU 836-5943.

If you wish to appeal an made by the Board of C missioners at this meet need a record of the pro should ensure that a ver of the proceedings is m record includes the test dence upon which the a based.

If you require special a tions under the Americ abilities Act of 1990, ple 836-5631 no later than tw days prior to the hearin tance. Si usted requiere cial bajo la ley de Estad con Discapacidades de llame al 407-836-3111.

Phil Diamond, County C
As Clerk of the
Board of County Comm
Orange County, Florida
27650 2/16/2026

Other Legal N

NOTICE OF RULE DEVEL
EAST PARK COMMUNITY
DISTRICT

In accordance with Chap 190, Florida Statutes, Ea munity Development Dis trict") hereby gives noti tion to develop Amended Rules of Procedure, Rul govern the operations of

The Amended and Resta Procedure will address s the Board of Supervisors voting, district offices, p tion and inspection of re public meetings, hearing shops, rulemaking proce competitive purchase in dure under the Consulta tive Negotiation Act, pro ing auditor selection, pu ance, pre-qualification, c contracts, goods, supplie als, maintenance service services and protests wi proceedings, as well as o of the general operation

The purpose and effect o and Restated Rules of P provide for efficient and trict operations and to en ance with recent change law. The legal authority tion of the proposed Ame stated Rules of Procedur tions 190.011(5), 190.011(Florida Statutes (2025). laws implemented in the Restated Rules of Proce but are not limited to, se 112.3143, 112.31446, 112.31 119.0701, 120.54, 189.053, (15), 190.006, 190.007, 190 190.011(5), 190.011(15), 19 218.33, 218.391, 255.05, 255 255.0992, 255.20, 286.0105, 286.0113, 286.0114, 287.017 287.084, Florida Statutes

A copy of the proposed A Restated Rules of Proce material proposed to be by reference may be obt tacting Michael Perez at Manager's Office by mai IMS, 313 Campus Street, Florida 34747, by email a perez@inframark.com, a at (407) 566-1935.

District Manager
East Park Community D District
Run Date: February 16,
27676 February 16, 2026

PUBLIC NOTI

Cellco Partnership and i affiliates doing business Wireless (Verizon Wirele build a 45- foot non-utilit approx. vicinity of Wynd Blvd, Orlando, Orange C 32824 [Lat: 28-21-48.45 N, 29.69 W]. Public comme potential effects from th historic properties may i within 30 days from the publication to: Trileaf C DeVore, m.devore@trilea Maitland Center Pkwy, S Maitland, FL 32751, 407-6

PUBLIC NOTI

PUBLIC NOTICE: Cellc and its controlled affiliat business as Verizon Wire Wireless) proposes to bu Non-Utility Pole Commu Tower/Structure. Anticip application is none. The 3025 N Hiawassee Rd, O County, FL 32818, Lat: [Long: [-81-28-33.32]. The Communications Commi Antenna Structure Regis Form 854) filing number ENVIRONMENTAL EF Interested persons may application (www.fcc.gov/asr/applic entering the filing numb Environmental concerns by filing a Request for E

Prepared by and return to:

Anthony Garganese, Esquire
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801
(407) 425-9566

Execution Version

PRE-ANNEXATION

AND TOWN CENTER REDEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND TOWN CENTER REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 9th day of February, 2026 (the "Effective Date") by and between the **CITY OF WINTER SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "City") whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **RYAN SHEEHAN, an unmarried man, THOMAS F. LANDERS, a married man, and ADAM R. ALSTOTT, an unmarried man, as tenants in common,** whose post office address is, 1100 Spotted Sandpiper Loop, Winter Springs, FL 32708 (hereinafter collectively referred to as the "Owner"), and shall be fully enforceable in accordance with the terms hereof.

W I T N E S S E T H:

WHEREAS, the Owner is the owner of real property described as Seminole County Tax Parcel #01-21-30-501-0000-0100, #01-21-30-501-0000-0210 & #01-21-30-501-0000-0220, which consists of approximately 6.13 acres, more or less, and which is currently located within unincorporated Seminole County with medium density residential future land use, and is legally described in the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference ("Property"); and

WHEREAS, the Property has been included into the City's Town Center Master Plan for future redevelopment and is suitable for annexation; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the City's annexation of the Property and Owner's future redevelopment of the Property in the City's Town Center as agreed to and set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other has provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Agreement by reference, and are a material part of this Agreement upon which the parties have relied upon.

2. **Annexation**. The Owner hereby irrevocably agrees and petitions the City to annex the Property into the municipal boundaries of the City of Winter Springs, and the City hereby agrees to process the petition and annex the Property, pursuant to the terms and conditions of this Agreement and applicable law. Owner will provide the City with the required metes and bounds

legal description for the annexation process. Owner agrees that they will not contest or object to the annexation of the Property (provided such annexation is consistent with the terms hereof) and that the parties will fully cooperate with each other to achieve the annexation and future development of the Property on the terms and conditions set forth herein.

3. **Development Conditions and Economic Incentives**.

(a) **Project Description; Approval of Concept Plan; Sewer Connection.**

(1) *Project Description.* The City and Owner agree that a portion of the Property (Parcels #01-21-30-501-0000-0210 & #01-21-30-501-0000-0220) will be developed as a detached, single-family home subdivision with eleven upscale (11) homes (hereinafter referred to herein as "Project" or "redevelopment" or "initial redevelopment"). Parcel #01-21-30-501-0000-0100 will be redeveloped at a later date.

(2) *Concept Plan.* The Project shall be substantially developed in accordance with the concept plan which is attached hereto as **EXHIBIT "B"** and incorporated herein by this reference ("Concept Plan"). The Concept Plan is intended to be the general blueprint which details the general layout of the Project including the number and location of lots, roads, and driveway entrance onto Tuskawilla Road. The Concept Plan also serves as the necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Owner shall have the obligation to further submit and obtain the City's approval of a final subdivision and final site plan and final engineering plans consistent with the Concept Plan in all material respects and in compliance with the City Code. The Concept Plan is intended to be for illustrative purposes only and may be modified during the subdivision and site and final engineering plan process. Owner acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the subdivision and final engineering process such dimensions shall be surveys, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the subdivision and site and final engineering plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimension of lots, buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between the Concept Plan and approval of the Final Plat and Final Site and Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

(3) *Water; Sewer; and Reclaimed Utilities Improvements.* The Owner shall, at its sole cost and expense, design, install, and construct all water, sewer, and reclaim lines, private lift station, and related appurtenances and improvements necessary to serve the Property, and shall connect such facilities to the City's water, sewer, and reclaim utility systems. The utilities connections shall include installing an 8" PVC water main and 4" PVC Sanitary Force Main to a point of connection located between Avery Park and Milky Way, as well as installing a 4" Reclaimed water to a point of connection located within the median of Tuskawilla Road. In addition, the private lift station shall be installed and constructed on the Property and shall be maintained by the future homeowner's association formed by the Owner to support the future maintenance of common areas and improvements associated with the Project. All work shall comply with all applicable City codes, standards, specifications, and permitting requirements, and shall be subject to inspection and approval by the City. The City shall have no obligation to install, construct, finance, or reimburse any portion of such improvements.

(b) ***Town Center Future Land Use and Zoning.*** In order to facilitate the redevelopment of the Property as a detached, single-family residential subdivision, the City agrees, upon annexation of the Property and consistent with the City's Town Center Master Plan, to advertise and proceed with public hearings to amend the Property's Comprehensive Plan Future Land Use Map designation to City "Town Center" and Official Zoning Map classification to City "Town Center, T4 Transect." The aforementioned comprehensive and zoning map amendments (inclusive of the transect sub-designations) shall be subject to Florida law and City Code, and shall be subject to final approval by the City Commission of Winter Springs. In accordance with Florida law, no provision of this Agreement shall be construed as guaranteeing that the amendments will be approved by the City Commission. The City's processing of the comprehensive plan amendment and zoning map amendment shall be subject to necessary public participation and hearings as required by law and submission of competent, substantial evidence in support thereof. Each party will fully cooperate with each other to achieve the amendments on the terms and conditions set forth herein including, but not limited to, submitting and executing any applications customarily required by the City. The City may proceed with the aforementioned public hearings simultaneous to or immediately after the adoption of this Agreement.

(c) ***Annexation and Rezoning/Land Use Map Application Fee Waiver.*** The Owner shall be required to submit to the City, at their expense, a metes and bounds legal description as required by law to support the annexation of the Property. However, the City shall hereby waive **100%** of all fees, costs, or expenses that are customarily charged by the City on account of or in connection with the City's review and processing of the annexation, comprehensive plan and zoning map amendments for the Property.

(d) ***Development Permit Application Fee Waiver.*** The City shall waive **100%** of fees, costs, or expenses that are customarily charged by the City for development permit application fees associated with the initial redevelopment of the Property to include applications for engineering/site plan, plat, any required zoning waivers, and aesthetic review, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such development permit applications are submitted within five (5) years of the effective date of this Agreement, including applicable final engineering, aesthetic review, conditional use, waivers and platting permit application fees. For purposes of determining fee waivers under this Agreement, the term "initial redevelopment of the Property" shall mean the initial construction of the single-family subdivision improvements including roads, sidewalks, curbs and gutter, walls, street lights, entrance feature and gate, drainage, and other utility improvements required to service the subdivision and the construction work required to obtain a certificate of occupancy for each of the eleven (11) single-family homes. However, the City shall not provide any waiver of all applicable monetary tree replacement assessments (tree bank) that may be required under Chapter 5 of the City Code for the future redevelopment of the Property.

(d) ***Building Permit Application Fee Reduction.*** The City shall hereby provide a **50%** reduction of all applicable building permit fees for the future initial redevelopment of the Property, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

(e) ***Impact Fee Reduction.***

(1) *Water and Sewer Impact Fees.* In consideration of the Owner's completion, at its sole cost and expense, of the water, sewer, and reclaimed water improvements described in Section 3(a)(3) of this Agreement, the City shall grant the Owner a water and sewer impact fee credit in the amount of $3,000 per single-family dwelling unit, for a cumulative total credit of $33,000.

(2) *Other City Impact Fees.* The City shall hereby provide a **25%** reduction of all other applicable City imposed impact fees (police, fire, park and recreation, and road) for the future initial redevelopment of the Property

(3) *Condition.* The impact fee credits under this subsection (e) shall be granted provided such development is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

4. **Further Assurances**. In addition to the acts recited in or set forth in this Agreement, the parties agree to perform or cause to be performed in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to the execution and/or recordation of further instruments; provided however that the City's obligation shall be subject to such limitations of law as may be applicable to municipalities.

5. **Time Is Of The Essence**. The parties agree that they shall diligently and expeditiously pursue their respective obligations. The City agrees to complete the adoption process for the required annexation, comprehensive plan and zoning ordinances no later than 120 days from the effective date of this Agreement.

6. **Successors and Assigns**. Owner may assign the rights under this Agreement to another party by written instrument, provided the assignee shall expressly agree under said instrument to be bound by the terms and conditions of this Agreement including, but not limited to, developing the Property in accordance with the requirements of the Town Center Code. Within three (3) days of any such assignment, the Owner and assignee shall provide the City with a copy of the written assignment instrument. This Agreement and the terms and conditions hereof shall be binding upon and inure only to the benefit of the City and the Owner, and their respective successors in interest.

7. **Applicable Law**. This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

8. **Binding Effect**. Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

9. **Recording; Termination for Failure to Timely Acquire Property**. Upon execution of this Agreement by the Owner and the City, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Seminole County, Florida. Upon recordation, this Agreement will become a covenant running with the title to the Property, and this Agreement shall be binding upon and will inure to the benefit of both the City and Owner, and the assigns and successors in interest to the Property and all parts and parcels thereof.

10. **Venue**. Any and all actions or proceedings arising out of or related to this Agreement or brought to enforce or interpret this Agreement, shall be brought exclusively and solely in the court of appropriate jurisdiction in Seminole County, Florida.

11. **Development Permits**. Nothing herein shall limit the City's authority to grant or properly deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12. **Attorneys' Fees and Costs**. In the event of a dispute regarding this Agreement, the parties shall bear their own attorneys' fees and legal costs and neither shall be responsible to pay the other's legal fees.

13. **Caption/Exhibits**.

(a) The headings or captions of the sections and subsections contained in this Agreement are for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(b) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. In the event of any conflict between the Agreement and any exhibit, the terms of the Agreement shall govern and control except with respect to the legal description or description of the Property, in which case the correct statement in an exhibit will control over the Agreement, but only if the description in the exhibit is determined to be accurate.

14. **Severability**. If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the unlawful portion shall be deemed separate and distinct, and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

15. **Notices**. Any notice delivered shall be in writing and shall be deemed to be delivered (whether or not actually received) when it is hand delivered to the official hereinafter designated; three business days after mailing when deposited in the United States Mail, postage prepaid, certified mail return receipt requested; or upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows:

To Owner:
Ryan Sheehan
Thomas F. Landers
Adam R. Alstott
1100 Spotted Sandpiper Loop
Winter Springs, FL 32708

To City:
City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708
Telephone: (407) 327-5957

With a copy to: Anthony A. Garganese
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Ave, Suite 2000
Orlando, Florida 32801
Phone: (407) 425-9566
Fax: (407) 425-9596

16. **Entire Agreement**. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior agreements, arrangements or understandings, whether oral or written.

17. **Modification**. This Agreement may not be amended, changed or modified nor may any material provisions hereunder be waived, except by a written document of equal dignity signed by the Owner and the City after approval by the City's City Commission at a public meeting.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

WITNESSES:

E. Bianca Fazio
E. Bianca Fazio
Printed Name of Witness

Printed Name of Witness

OWNER:

By: _____
Ryan Sheehan

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 9th day of February 2026, by **Ryan Sheehan**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

TERRIANN FAZIO
MY COMMISSION # HH 594211
EXPIRES: October 19, 2028

Terriann Fazio
Notary Public Signature

Terriann Fazio
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: HH 594211
My Commission Expires: 10/19/2028

WITNESSES:

E. Bianca Fazio
E. Bianca Fazio
Printed Name of Witness

E. Bianca Fazio
RYAN SHEEHAN
Printed Name of Witness

OWNER:

By: _____
Thomas F. Landers

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this 9th day of February, 2026, by **Thomas F. Landers**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

TERRIANN FAZIO
MY COMMISSION # HH 594211
EXPIRES: October 19, 2028

Terriann Fazio
Notary Public Signature

Terriann Fazio
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: HH 594211
My Commission Expires: 10/19/2028

WITNESSES:

Rossana Carvajal
Printed Name of Witness

Manuel Horta
Printed Name of Witness

OWNER:

By: _____
Adam R. Alstott

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 9th day of February, 2026, by **Adam R. Alstott**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced FL-DL as identification.

(NOTARY SEAL)

ELKA CHANEY
Notary Public - State of Florida
Commission # HH 416745
My Comm. Expires Jun 29, 2027

_____
Notary Public Signature

Elka Chaney
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: HH416745
My Commission Expires: June 29, 2027

ATTEST (Seal):

By:_____
Christian Gowan, City Clerk

CITY OF WINTER SPRINGS, a Florida Municipal Corporation,

By:_____
Kevin McCann, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE CITY OF WINTER SPRINGS ONLY:

_____
ANTHONY A. GARGANESE, CITY ATTORNEY

Exhibit "A"

The Property

Parcel I:

Lot 10, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the West 1/2 of vacated street abutting on the East, pursuant to Resolution recorded in Book 654, Page 353, of the Public Records of Seminole County, Florida.

Parcel II:

Lots 22 and 23, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 23, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

Parcel Identification Number: 01-21-30-501-0000-0100 & 01-21-30-501-0000-0220

Parcel III:

Lots 21 and 24, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 24, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

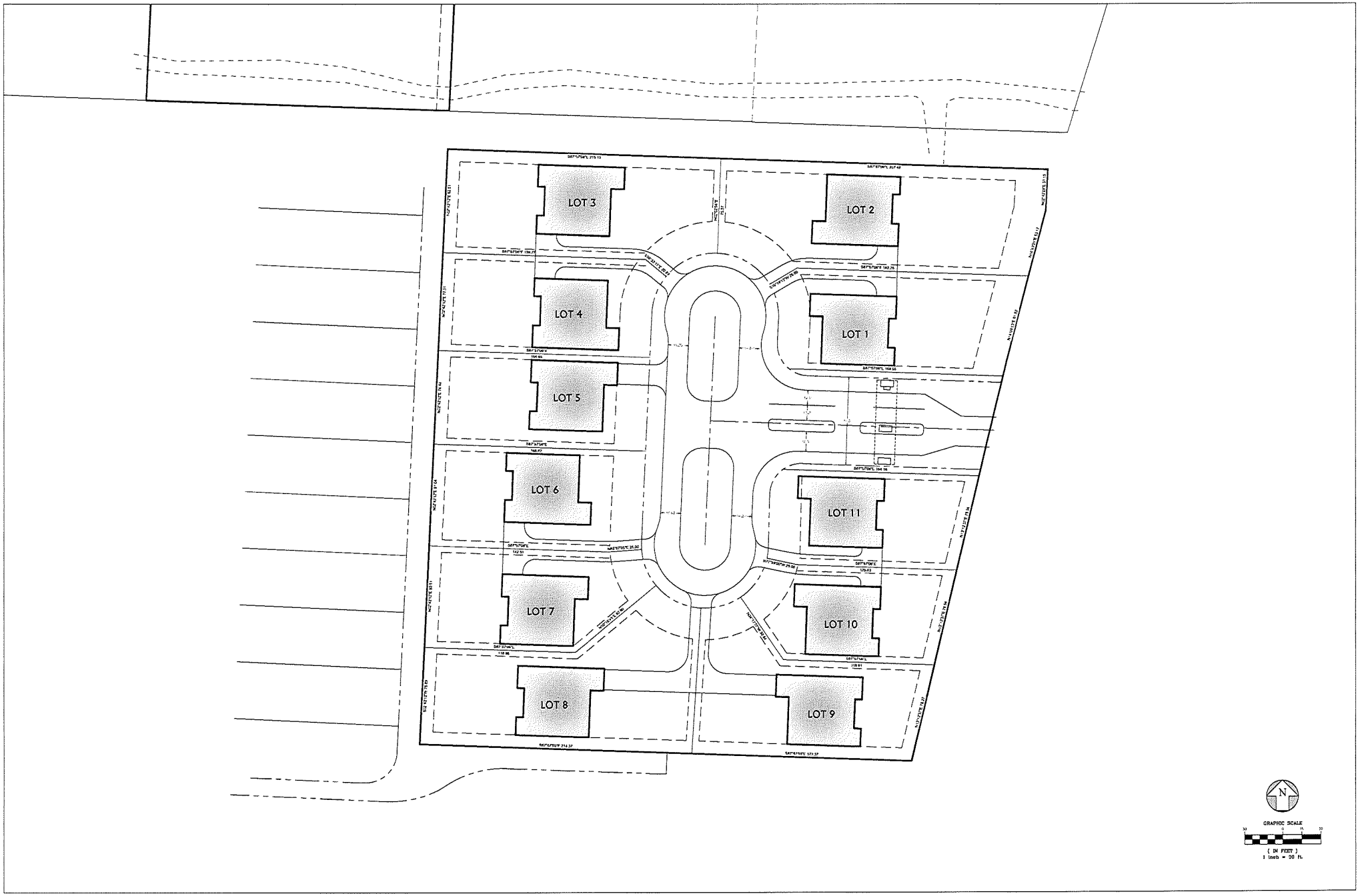
LESS AND EXCEPT that portion of subject property as conveyed to Seminole County in O. R. Book 3476, Page 281, of the Public Records of Seminole County, Florida, more particularly described as follows:

Commence at the Northeast corner of Lot 21 "TUSKAWILLA", D. R. MITCHELL'S SURVEY OF THE LEVY GRANT, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida; thence run South 03 Degrees 37'58"West along the East lot line of said Lot 21, a distance of 33.04 feet for a Point of Beginning; thence continue South 03 Degrees 37'58" West along said East lot line, a distance of 195.69 feet to the South lot line of said Lot 21; thence departing said East line, run North 87 Degrees 02'48" West along said South lot line a distance of 39.54 feet; thence run North 14 Degrees 08'55" East a distance of 11.66 feet to the point of curvature of a curve concave Southeasterly having a central angle of 01 Degrees 52'03" a radius of 5781.58 feet and a chord bearing of North 15 Degrees 04'55" East thence run Northeasterly along the arc of said curve a distance of 188.46 feet to the Point of Beginning.

Parcel Identification Number: 01-21-30-501-0000-0210

Exhibit "B"

The Concept Plan


LOT 3
LOT 2
LOT 4
LOT 1
LOT 5
LOT 6
LOT 11
LOT 7
LOT 10
LOT 8
LOT 9
N
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

PUBLIC HEARINGS AGENDA ITEM 401

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AGENDA | MARCH 5, 2026 REGULAR MEETING

TITLE

Ordinance 2026-04: Rezoning of Three (3) Parcels located at 290 and 300 Tuskawilla Rd and 1258 Milky Way

SUMMARY

The Community Development Department requests that the Public and Zoning Board hold a Public Hearing to consider Ordinance 2026-02 for the rezoning of three parcels totaling ±6.13 acres located at 290 and 300 Tuskawilla Rd and 1258 Milky Way from Seminole County "A-1" to City of Winter Springs "T-C Town Center, T4 Transect" and the accompanying Development Agreement.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the Planning and Zoning Board recommend approval of Ordinance 2026-02 to rezone the subject property from Seminole County "A-1" to City "T-C, T4 Transect", subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

PUBLIC HEARINGS AGENDA

PLANNING & ZONING BOARD
March 05, 2026 | REGULAR MEETING

TITLE

Rezoning of parcels located at 290 and 300 Tuskawilla Rd and 1258 Milky Way from Seminole County "A-1" to City of Winter Springs "T-C Town Center, T4 Transect."

SUMMARY/UPDATE

The Community Development Department requests that the Planning and Zoning Board hold a Public Hearing to consider Ordinance 2026-04 for the rezoning of three parcels totaling ±6.13 acres located at 290 and 300 Tuskawilla Rd and 1258 Milky Way from Seminole County "A-1" to City of Winter Springs "T-C Town Center, T4 Transect".

General Information		
Applicant	Ryan Sheehan, Thomas F. Landers, and Adam R. Alstott	
Property Owner(s)	Ryan Sheehan, Thomas F. Landers, and Adam R. Alstott	
Location	290 and 300 Tuskawilla Rd, 1258 Milky Way	
Tract Size	±6.13 acres	
Parcel ID Number	01-21-30-501-0000-0210, 01-21-30-501-0000-0220, 01-21-30-501-0000-0100	
Zoning Designation	Seminole County A-1 Agricultural	
FLUM Designation	Seminole County Medium Density Residential	
Adjacent Land Use	North: Single Family East: Single Family/Tuskawilla Rd	South: Single Family/Milky Way West: Single Family
Development Permits	None	
Development Agreement	None	
Code Enforcement	None	
City Liens	None	

Request:
The applicant has initiated a Rezoning for the subject property, located at 290 and 300 Tuskawilla Rd as well as 1258 Milky Way. Ordinance 2026-04 proposes to rezone the property from Seminole County "A-1" to the City of Winter Springs "T-C Town Center, T4 Transect".

Background Data:
The subject site is comprised of three (3) parcels totaling ±6.13 acres. A portion of the Property (Parcels 01-21-30-501-0000-0210 & 01-21-30-501-0000-0220) will be developed as a detached, single-family home subdivision with eleven (11) upscale homes. Parcel 01-21-30-501-0000-0100 will be redeveloped at a later date. It is currently located in unincorporated Seminole County with A-1 Agricultural zoning and medium density residential future land use. The applicant is requesting a rezoning to T-C Town Center, T4 Transect zoning and a future land use of designation of Town Center.

Public Notices:
Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property and to all Homeowner's Associations on file with the City Winter Springs and located within one-half (1/2) mile of the subject property (58 notices) on February 13, 2026. As required by Florida Statute, a 10-day newspaper advertisement in the Orlando Sentinel was published on February 16, 2026

Rezoning Analysis:
The following criteria is set forth by City of Winter Springs Code of Ordinances Section 20-31(d) which has been analyzed by staff to form a recommendation:

Rezoning Criteria & Analysis	
1.	The proposed rezoning change is in compliance with all procedural requirements established by the City Code and law; **Analysis:** The proposed rezoning is in compliance with all procedural requirements established by the City Code and by law. Requirements for advertising the land use action have been met.
2.	The proposed rezoning change is consistent with the City's Comprehensive Plan including, but not limited to, the Future Land Use Map and the proposed change would not have an adverse effect on the Comprehensive Plan; **Analysis:** The proposed rezoning change is consistent with the City's proposed Comprehensive Plan Amendment as detailed in Ordinance 2026-04, which includes a Future Land Use designation of Town Center, and the

	proposed change will not have an adverse effect on the Comprehensive Plan.
3.	The proposed rezoning change is consistent with any Master Plan applicable to the property; **Analysis:** Not applicable.
4.	The proposed rezoning change is not contrary to the land use pattern established by the City's Comprehensive Plan; **Analysis:** The proposed rezoning from Seminole County "A-1" to the City of Winter Springs "T-C Town Center, T4 Transect" is appropriate and compatible with the land use pattern established by the City's Comprehensive Plan. Surrounding properties adjacent to the subject property have compatible Future Land Use and Zoning designations. The properties located directly south and west of the subject property are also designated T-C Town Center, T4 Transect. Examples of Seminole County "A-1" Zoning permitted uses that are not permitted in City of Winter Springs "T-C Town Center, T4 Transect" zoning include, but are not limited to, Mobile or Manufactured Homes, Transient Parking of Recreational Vehicles, Commercial Kennels, Fish Hatcheries, Greenhouses, Plant Nurseries, and General Agricultural Uses.
5.	The proposed rezoning change would not create a spot zone prohibited by law; **Analysis:** The proposed zoning designation is compatible with the surrounding area and does not create a spot zone as surrounding properties are also zoned T-C Town Center, T4 Transect.
6.	The proposed rezoning change would not materially alter the population density pattern in a manner that would overtax the load on public facilities and services such as schools, utilities, streets, and other municipal services and infrastructure; **Analysis:** The proposed rezoning does not alter the population density pattern and will not negatively contribute to public facilities and services as the properties will have the same zoning as surrounding residential properties. In addition, the City's public facilities will not be overloaded as the property use shall be limited as provided in the Development Agreement.
7.	The proposed rezoning would not result in existing zoning district boundaries that are illogically drawn in relation to existing conditions on the property and the surrounding area and the land use pattern established by the city's comprehensive plan; **Analysis:**

	The proposed rezoning does not result in existing zoning district boundaries that are illogically drawn due to the surrounding zoning designations.
8.	Changed or changing conditions make the proposed rezoning necessary for the city to serve the population and economic activities; **Analysis:** As stated above, the property was annexed via Ordinance 2026-02 into the City of Winter Springs. It is appropriate for the property to be rezoned from a Seminole County zoning designation to adopt a City zoning designation in conjunction with the Small-Scale Future Land Use Map Amendment.
9.	The proposed rezoning change will not seriously reduce light or air to adjacent areas; **Analysis:** The proposed zoning change will not reduce light or air to adjacent areas.
10.	Should the city be presented with competent substantial evidence indicating that property values will be adversely affected by the proposed rezoning, the applicant must demonstrate that the proposed rezoning change will not adversely affect property values in the surrounding area; **Analysis:** The proposed zoning designation has been determined by evaluating the prevailing character of the area around the subject property. The proposed rezoning is not anticipated to have an adverse effect on property values in the surrounding area.
11.	The proposed rezoning will not be a substantial detriment to the future improvement or development of vacant adjacent property; **Analysis:** The intent in the zoning of the property is to apply a zoning classification for the subject property that is consistent and compatible with the surrounding land uses. The proposed rezoning is not anticipated to have a detrimental impact on the improvement or development of vacant adjacent property.
12.	The proposed rezoning will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare and legitimate government interests; **Analysis:** The proposed rezoning does not constitute a grant of privilege to an individual owner as contrasted with the public welfare.
13.	The proposed rezoning change and allowed uses, intensity, and density are compatible with and not out of scale or incompatible with the

	surrounding existing development and needs of the neighborhood or the city; **Analysis:** The proposed rezoning change is compatible with the surrounding neighborhood for the reasons described above.
14.	The proposed rezoning does not violate any applicable land use regulations adopted by the city. **Analysis:** The proposed rezoning does not violate any applicable land use regulations adopted by the City.
18.	Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The applicant has agreed to execute a binding development agreement.

Applicable Law, Public Policy, and Events:

- State of Florida Statues
  - Sections 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that development regulations for municipal planning must be consistent with the Comprehensive Plan).
  - Section 166.041: Procedures for adoption of ordinances and resolutions.
- Code of Ordinances of the City of Winter Springs
  - Chapter 15, Article 3 – Comprehensive Plan Amendments
  - Section 20-31. - Rezoning
- Comprehensive Plan of the City of Winter Springs

Procedural History:

Procedural History:	
February 16, 2026	Legal Advertisement | Rezone Ord. 2026-04 and Future Land Use Amendment Ord. 2026-03
March 5, 2026	Planning & Zoning Board | Recommendation of Approval on Rezoning (Ord. 2026-04)
March 9, 2026	City Commission I Hearing on Rezoning (Ord. 2026-04)
March 23, 2026	City Commission | Hearing on Rezoning (Ord. 2026-04)

Recommendation:

Staff recommends that the Planning and Zoning Board adopt Ordinance 2026-04 to rezone the subject property from Seminole County "A-1" to City "T-C, T4 Transect", subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

Attachments:

1. Current Zoning Map
2. Proposed Zoning Map
3. Ordinance No. 2026-04
4. Legal Advertisement
5. Pre-Annexation and Town Center Redevelopment Agreement - Executed 2026 02 09

COMP-2026-0006 (Future Land Use Amendment): Ordinance 2026-03
&
RZON-2026-0003 (Rezone): Ordinance 2026-04

Planning & Zoning Board

Jenale Garnett, MURP, MPA

Senior Planner

Background

Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04

Property Address: 290/300 Tuskawilla Road and 1258 Milky Way, Winter Springs, FL 32708 (± 6.13 acres)

Parcel ID: 01-21-30-501-0000-0210, 01-21-30-501-0000-0220, and 01-21-30-501-0000-0100

June 25, 2025: Pre-Application Meeting (PREM-2025-0023)

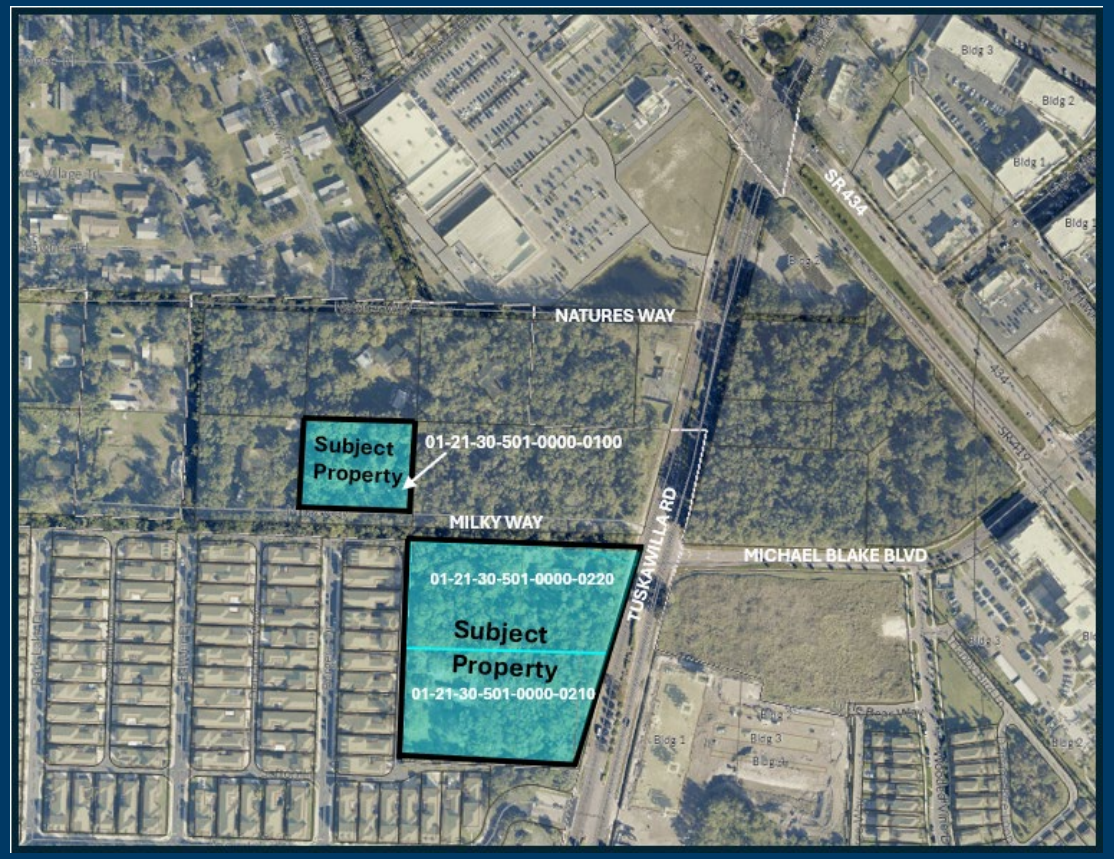
February 11, 2026:
Comprehensive Plan Amendment Application (COMP-2026-0006)
Rezone Application (RZON-2026-0003)

February 13, 2026: Public Notice Letters & Signage

February 16, 2026: Newspaper Advertisement

Applicant: Ryan Sheehan, Christopher Ryan Homes

*Annexation Ordinance 2026-02 proposed concurrently with Ordinances 2026-03 and 2026-04.

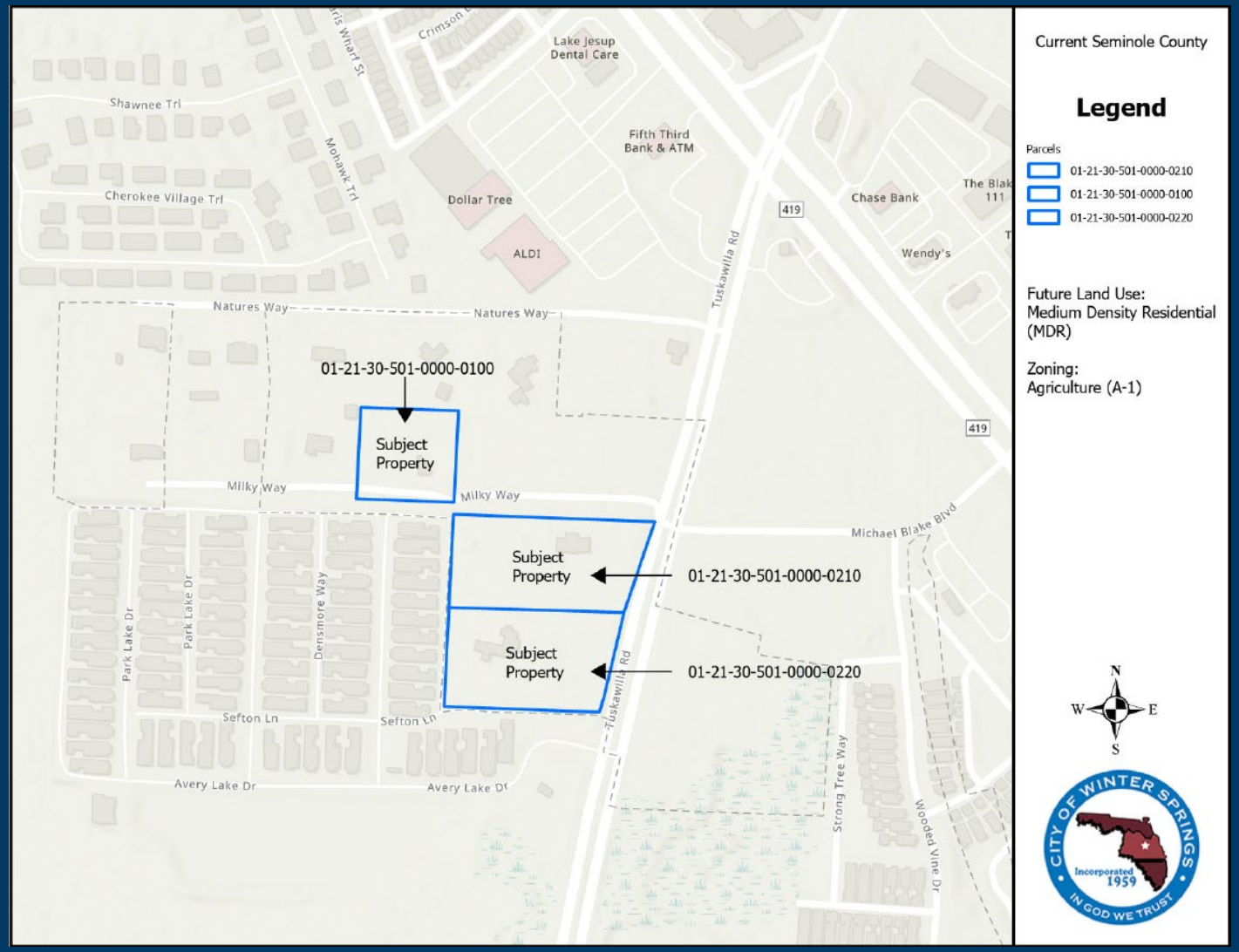


AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Current Seminole County – Future Land Use & Zone Map

Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04



Existing Location:
Seminole County

Existing FLU:
Medium Density Residential (MDR)
- max 10 du/net buildable acre

Existing Zoning District:
Agriculture (A-1)

AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Proposed Future Land Use - Town Center District

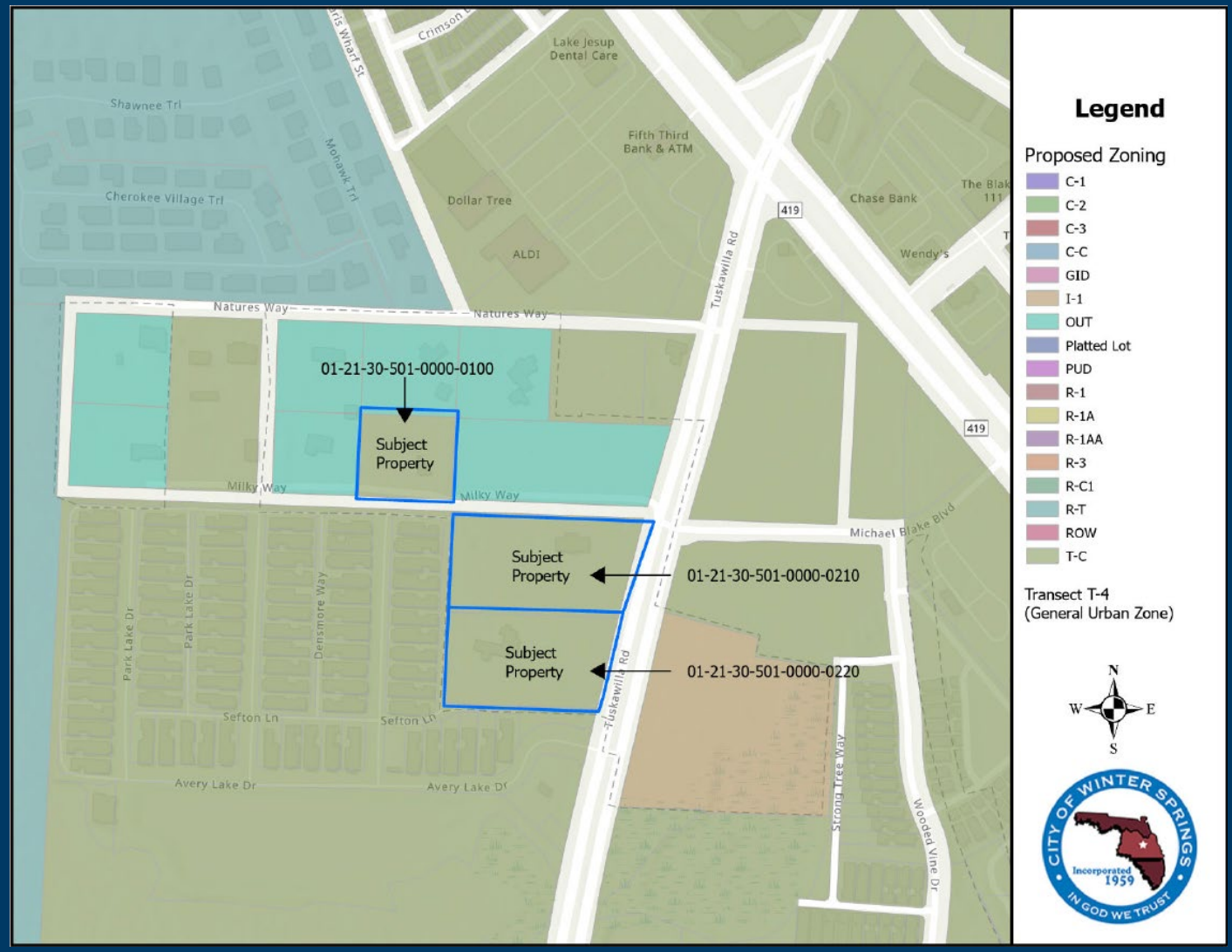
Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04



AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Proposed Zoning – T-C Town Center, T4 Transect (General Urban Zone)



Future Land Use Amendment: Ordinance 2026-03
&
Rezone: Ordinance 2026-04

AGENDA ITEMS
400, 401

Planning & Zoning Board
March 5, 2026

Staff Recommendation

Staff recommends that the Planning & Zoning Board recommend adoption of the following:

- Ordinance 2026-03 to change the Future Land Use Map designation from Seminole County “Medium Density Residential” to City of Winter Springs “Town Center District”, subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

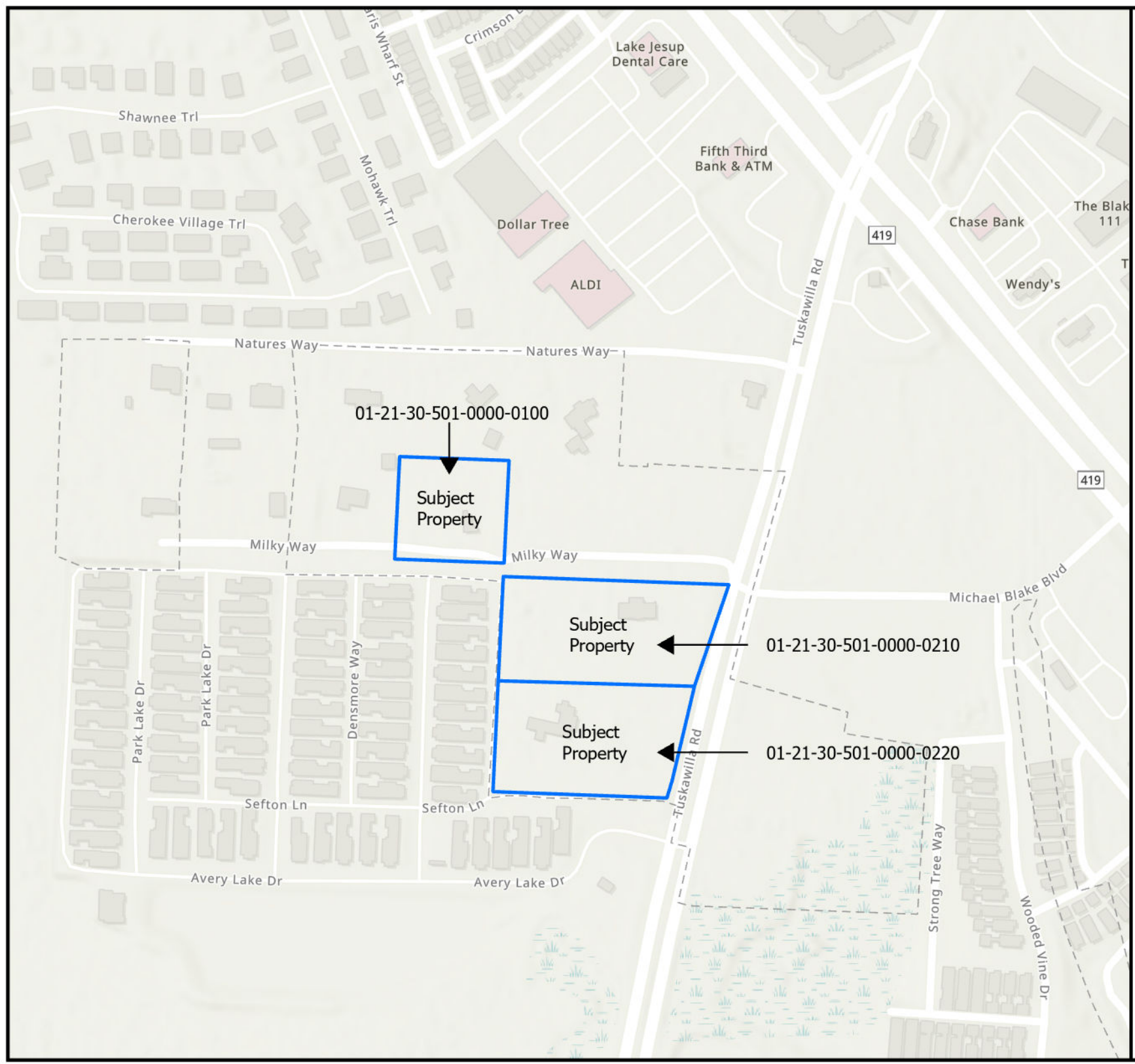
- Ordinance 2026-04 to rezone the subject property from Seminole County “A-1” to City “T-C, T4 Transect”, subject to the conditions of the Pre-Annexation and Town Center Redevelopment Agreement executed on February 9, 2026 that is associated with Ordinance 2026-02.

Future Land Use Amendment:
Ordinance 2026-03
&
Rezone: Ordinance 2026-04

ANY QUESTIONS?

AGENDA ITEMS
400, 401

Planning &
Zoning Board
March 5, 2026



Current Seminole County

Legend

Parcels

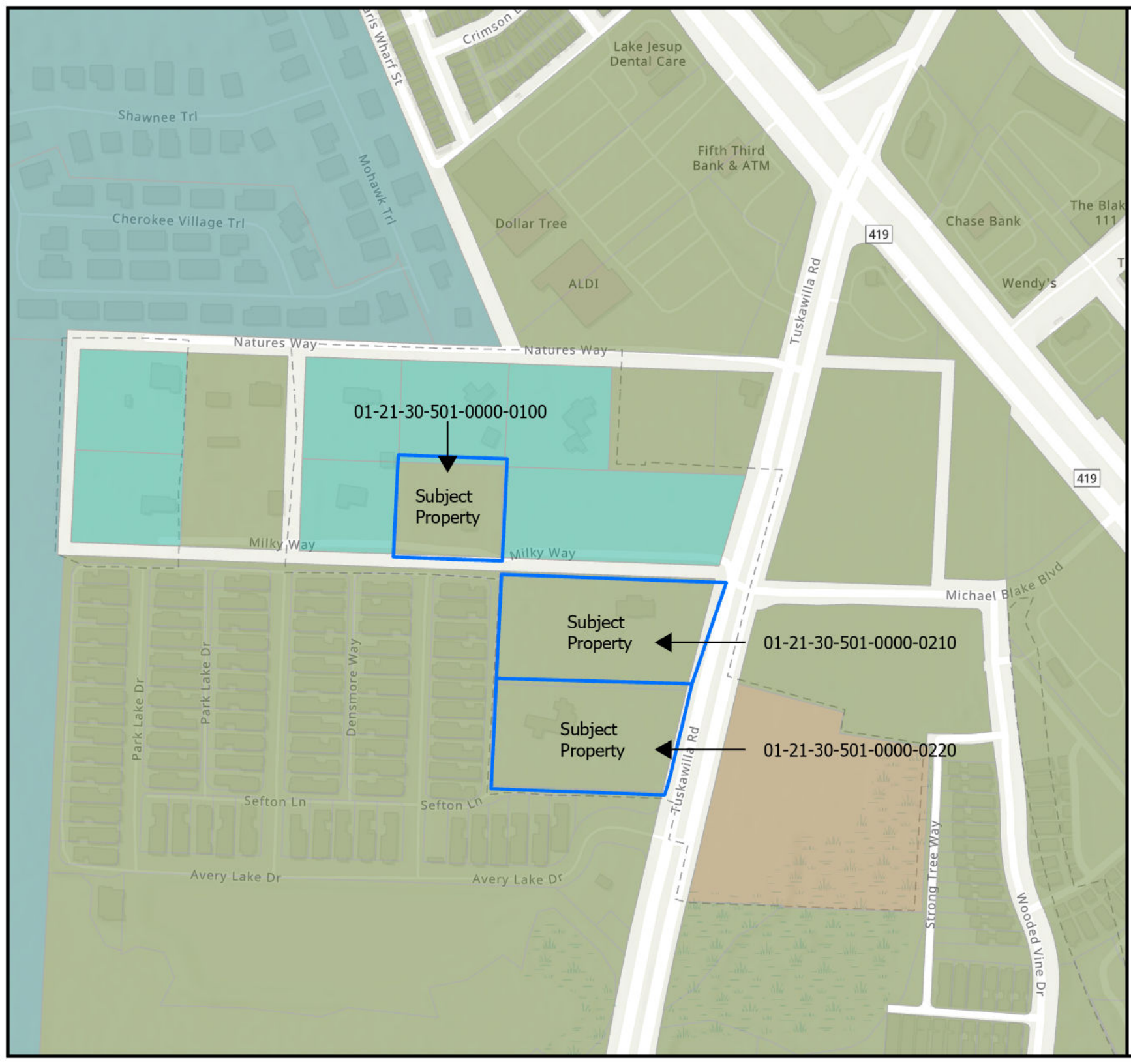
- 01-21-30-501-0000-0210
- 01-21-30-501-0000-0100
- 01-21-30-501-0000-0220

Future Land Use:
Medium Density Residential (MDR)

Zoning:
Agriculture (A-1)

N
W E
S

CITY OF WINTER SPRINGS
Incorporated 1959
IN GOD WE TRUST



Legend

Proposed Zoning

- C-1
- C-2
- C-3
- C-C
- GID
- I-1
- OUT
- Platted Lot
- PUD
- R-1
- R-1A
- R-1AA
- R-3
- R-C1
- R-T
- ROW
- T-C

Transect T-4
(General Urban Zone)

N
W E
S

CITY OF WINTER SPRINGS
Incorporated 1959
IN GOD WE TRUST

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THREE (3) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 6.13 ACRES, MORE OR LESS, LOCATED AT 290 AND 300 TUSKAWILLA ROAD, AND 1258 MILKY WAY, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION ON THE PARCEL FROM COUNTY "AGRICULTURAL (A-1) TO CITY "TOWN CENTER TRANSECT 4;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City and Property Owners (Ryan Sheehan, Thomas F. Landers, and Adam R. Alstott) entered into that certain Pre-Annexation and Town Center Redevelopment Agreement for the subject property, which was approved by the City Commission and executed on February 09, 2026; and

WHEREAS, on March 23, 2026, the City Commission adopted Ordinance Number 2026-02, which annexed the subject property into the City of Winter Springs; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Winter Springs recommended approval of this Ordinance at their March 05, 2026, meeting; and

WHEREAS, the City Commission of the City of Winter Springs held two duly noticed public hearings on the proposed amendment 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 approves and adopts the zoning map amendment 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 the City of Winter Springs, Florida.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a zoning map amendment incorporating the revisions stated herein into the official Zoning Map of the City of Winter Springs.

Section 3. Zoning Map Amendment. The official Zoning Map of the City of Winter Springs is hereby amended to include a change of classification for the property legally described and depicted on **Exhibit "A"** from Seminole County "Agricultural (A-1)" to City of Winter Springs "Town Center Transect 4 (T-C T4)." Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 4. Staff Instructions. City Staff is hereby directed to promptly amend the City's Official Zoning Map upon the effective date of this Ordinance. In addition, upon adoption and full execution of this Ordinance by the City Commission, the City Clerk is hereby directed to record this Ordinance in the Official Records of Seminole County, Florida. This Ordinance shall run with the land.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2026-03, as adopted by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter. If Ordinance No. 2026-03 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

[Signatures on next page]

Kevin McCann, Mayor

ATTEST:

_____
Christian Gowan, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:

_____
Anthony A. Garganese, City Attorney

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

LEGAL DESCRIPTION

Parcel I:

Lot 10, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the West 1/2 of vacated street abutting on the East, pursuant to Resolution recorded in Book 654, Page 353, of the Public Records of Seminole County, Florida.

Parcel II:

Lots 22 and 23, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 23, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

Parcel Identification Number: 01-21-30-501-0000-0100 & 01-21-30-501-0000-0220

Parcel III:

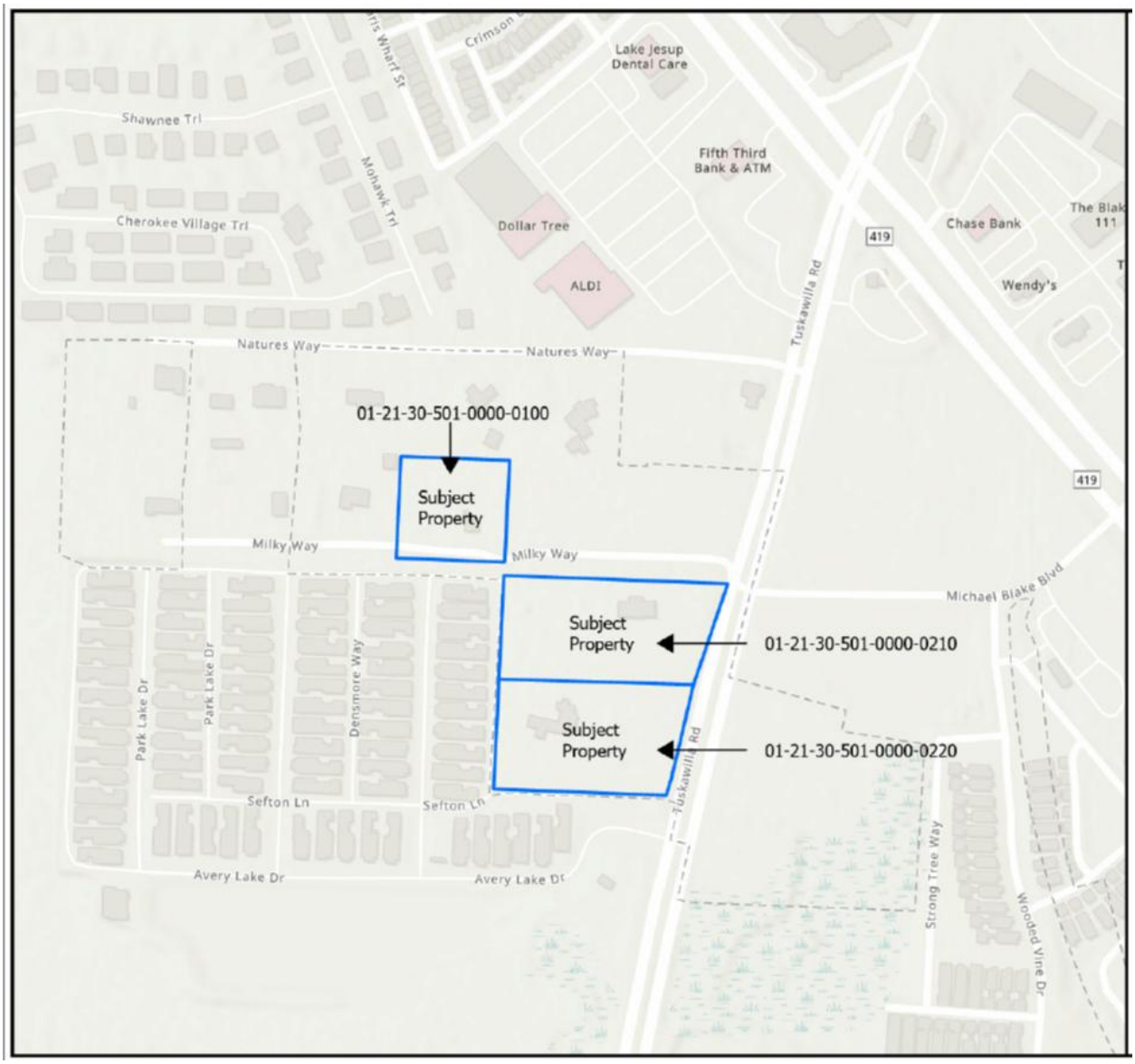
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LESS AND EXCEPT that portion of subject property as conveyed to Seminole County in O. R. Book 3476, Page 281, of the Public Records of Seminole County, Florida, more particularly described as follows:

Commence at the Northeast corner of Lot 21 "TUSKAWILLA", D. R. MITCHELL'S SURVEY OF THE LEVY GRANT, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida; thence run South 03 Degrees 37'58"West along the East lot line of said Lot 21, a distance of 33.04 feet for a Point of Beginning; thence continue South 03 Degrees 37'58" West along said East lot line, a distance of 195.69 feet to the South lot line of said Lot 21; thence departing said East line, run North 87 Degrees 02'48" West along said South lot line a distance of 39.54 feet; thence run North 14 Degrees 08'55" East a distance of 11.66 feet to the point of curvature of a curve concave Southeasterly having a central angle of 01 Degrees 52'03" a radius of 5781.58 feet and a chord bearing of North 15 Degrees 04'55" East thence run Northeasterly along the arc of said curve a distance of 188.46 feet to the Point of Beginning.

Parcel Identification Number: 01-21-30-501-0000-0210

DEPICTION OF SUBJECT PROPERTY


Lake Jesup Dental Care
Shawnee Trl
Fifth Third Bank & ATM
Mohawk Trl
Cherokee Village Trl
Dollar Tree
Chase Bank
419
ALDI
Wendy's
Tuskawilla Rd
Natures Way
Natures Way
01-21-30-501-0000-0100
Subject Property
Milky Way
Milky Way
Michael Blake Blvd
Subject Property
01-21-30-501-0000-0210
Subject Property
01-21-30-501-0000-0220
Park Lake Dr
Park Lake Dr
Densmore Way
Sefton Ln
Sefton Ln
Avery Lake Dr
Strong Tree Way
Wooded Vine Dr

Garcia, biological father of Shelsie Garcia Pina, born on August 12, 2014. His consent is required for her U.S. passport application. He has been absent and out of contact for the past six years. If you have any information regarding his whereabouts, please contact 585-435-3305 or nuryspina@yahoo.com."
7925974 2/2/2026, 2/9/2026, 2/16/2026, 2/23/2026

Notice of Public Meeting

NOTICE OF PUBLIC HEARINGS
CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE PLANNING AND ZONING BOARD AND THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THREE (3) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 6.13 ACRES, MORE OR LESS, LOCATED AT 290 AND 300 TUSKAWILLA ROAD, AND 1258 MILKY WAY, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCELS FROM COUNTY "MEDIUM DENSITY RESIDENTIAL (MDR)" TO CITY "TOWN CENTER" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THREE (3) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 6.13 ACRES, MORE OR LESS, LOCATED AT 290 AND 300 TUSKAWILLA ROAD, AND 1258 MILKY WAY, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION ON THE PARCEL FROM COUNTY "AGRICULTURAL (A-1) TO CITY "TOWN CENTER TRANSECT 4;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

THE PLANNING AND ZONING BOARD PUBLIC HEARING WILL BE HELD ON THURSDAY, MARCH 05, 2026, AT 5:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FL 32708

THE CITY COMMISSION FIRST READING PUBLIC HEARING WILL BE HELD ON MONDAY, MARCH 09, 2026 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE PLANNING AND ZONING BOARD AND/OR THE CITY COMMISSION RESERVE THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING(S) ON THESE ORDINANCES AT THE ABOVE-LISTED MEETINGS WITHOUT FURTHER NOTICE.

The proposed ordinances may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinances. If you decide to appeal any recommendation or decision made by any of the City's Boards or Commission with respect to any matter considered at these meetings, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceeding is made upon which the appeal is based.
27646 2/16/26

HUGE SALE

You may obtain a copy property descriptions b Zoning Division, 407-836 one up at 201 South Ros First Floor; Orlando, F

IF YOU HAVE ANY QU GARDING THESE NOT TACT THE ORANGE C ING DIVISION, 407-836- Laekin.O'Hara@ocfl.net

PARA MÁS INFORMAC ENTE A ESTA VISTA P RESPECTO A UNA AU PUBLICA SOBRE PRO SU AREA/VECINDAD, MUNICARSE CON LA I ZONIFICACIÓN, AL NU 836-5943.

If you wish to appeal an made by the Board of C missioners at this meet need a record of the pro should ensure that a ver of the proceedings is m record includes the test dence upon which the a based.

If you require special a tions under the Americ abilities Act of 1990, ple 836-5631 no later than tw days prior to the hearin tance. Si usted requiere cial bajo la ley de Estad con Discapacidades de llame al 407-836-3111.

Phil Diamond, County C
As Clerk of the
Board of County Comm
Orange County, Florida
27650 2/16/2026

Other Legal N

NOTICE OF RULE DEVEL
EAST PARK COMMUNITY
DISTRICT

In accordance with Chap 190, Florida Statutes, Ea munity Development Dis trict") hereby gives noti tion to develop Amended Rules of Procedure, Rul govern the operations of

The Amended and Resta Procedure will address s the Board of Supervisors voting, district offices, p tion and inspection of re public meetings, hearing shops, rulemaking proce competitive purchase in dure under the Consulta tive Negotiation Act, pro ing auditor selection, pu ance, pre-qualification, c contracts, goods, supplie als, maintenance service services and protests wi proceedings, as well as o of the general operation

The purpose and effect o and Restated Rules of P provide for efficient and trict operations and to en ance with recent change law. The legal authority tion of the proposed Ame stated Rules of Procedur tions 190.011(5), 190.011(Florida Statutes (2025). laws implemented in the Restated Rules of Proce but are not limited to, se 112.3143, 112.31446, 112.31 119.0701, 120.54, 189.053, (15), 190.006, 190.007, 190 190.011(5), 190.011(15), 19 218.33, 218.391, 255.05, 255 255.0992, 255.20, 286.0105, 286.0113, 286.0114, 287.017 287.084, Florida Statutes

A copy of the proposed A Restated Rules of Proce material proposed to be by reference may be obt tacting Michael Perez at Manager's Office by mai IMS, 313 Campus Street, Florida 34747, by email a perez@inframark.com, a at (407) 566-1935.

District Manager
East Park Community D District
Run Date: February 16,
27676 February 16, 2026

PUBLIC NOTI

Cellco Partnership and i affiliates doing business Wireless (Verizon Wirele build a 45- foot non-utilit approx. vicinity of Wynd Blvd, Orlando, Orange C 32824 [Lat: 28-21-48.45 N, 29.69 W]. Public comme potential effects from th historic properties may i within 30 days from the publication to: Trileaf C DeVore, m.devore@trilea Maitland Center Pkwy, S Maitland, FL 32751, 407-6

PUBLIC NOTI

PUBLIC NOTICE: Cellc and its controlled affiliat business as Verizon Wire Wireless) proposes to bu Non-Utility Pole Commu Tower/Structure. Anticip application is none. The 3025 N Hiawassee Rd, O County, FL 32818, Lat: [Long: [-81-28-33.32]. The Communications Commi Antenna Structure Regis Form 854) filing number ENVIRONMENTAL EF Interested persons may application (www.fcc.gov/asr/applic entering the filing numb Environmental concerns by filing a Request for E

Prepared by and return to:

Anthony Garganese, Esquire
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801
(407) 425-9566

Execution Version

PRE-ANNEXATION

AND TOWN CENTER REDEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND TOWN CENTER REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 9th day of February, 2026 (the "Effective Date") by and between the **CITY OF WINTER SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "City") whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **RYAN SHEEHAN, an unmarried man, THOMAS F. LANDERS, a married man, and ADAM R. ALSTOTT, an unmarried man, as tenants in common,** whose post office address is, 1100 Spotted Sandpiper Loop, Winter Springs, FL 32708 (hereinafter collectively referred to as the "Owner"), and shall be fully enforceable in accordance with the terms hereof.

W I T N E S S E T H:

WHEREAS, the Owner is the owner of real property described as Seminole County Tax Parcel #01-21-30-501-0000-0100, #01-21-30-501-0000-0210 & #01-21-30-501-0000-0220, which consists of approximately 6.13 acres, more or less, and which is currently located within unincorporated Seminole County with medium density residential future land use, and is legally described in the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference ("Property"); and

WHEREAS, the Property has been included into the City's Town Center Master Plan for future redevelopment and is suitable for annexation; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the City's annexation of the Property and Owner's future redevelopment of the Property in the City's Town Center as agreed to and set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other has provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Agreement by reference, and are a material part of this Agreement upon which the parties have relied upon.

2. **Annexation**. The Owner hereby irrevocably agrees and petitions the City to annex the Property into the municipal boundaries of the City of Winter Springs, and the City hereby agrees to process the petition and annex the Property, pursuant to the terms and conditions of this Agreement and applicable law. Owner will provide the City with the required metes and bounds

legal description for the annexation process. Owner agrees that they will not contest or object to the annexation of the Property (provided such annexation is consistent with the terms hereof) and that the parties will fully cooperate with each other to achieve the annexation and future development of the Property on the terms and conditions set forth herein.

3. **Development Conditions and Economic Incentives**.

(a) **Project Description; Approval of Concept Plan; Sewer Connection.**

(1) *Project Description.* The City and Owner agree that a portion of the Property (Parcels #01-21-30-501-0000-0210 & #01-21-30-501-0000-0220) will be developed as a detached, single-family home subdivision with eleven upscale (11) homes (hereinafter referred to herein as "Project" or "redevelopment" or "initial redevelopment"). Parcel #01-21-30-501-0000-0100 will be redeveloped at a later date.

(2) *Concept Plan.* The Project shall be substantially developed in accordance with the concept plan which is attached hereto as **EXHIBIT "B"** and incorporated herein by this reference ("Concept Plan"). The Concept Plan is intended to be the general blueprint which details the general layout of the Project including the number and location of lots, roads, and driveway entrance onto Tuskawilla Road. The Concept Plan also serves as the necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Owner shall have the obligation to further submit and obtain the City's approval of a final subdivision and final site plan and final engineering plans consistent with the Concept Plan in all material respects and in compliance with the City Code. The Concept Plan is intended to be for illustrative purposes only and may be modified during the subdivision and site and final engineering plan process. Owner acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the subdivision and final engineering process such dimensions shall be surveys, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the subdivision and site and final engineering plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimension of lots, buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between the Concept Plan and approval of the Final Plat and Final Site and Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

(3) *Water; Sewer; and Reclaimed Utilities Improvements.* The Owner shall, at its sole cost and expense, design, install, and construct all water, sewer, and reclaim lines, private lift station, and related appurtenances and improvements necessary to serve the Property, and shall connect such facilities to the City's water, sewer, and reclaim utility systems. The utilities connections shall include installing an 8" PVC water main and 4" PVC Sanitary Force Main to a point of connection located between Avery Park and Milky Way, as well as installing a 4" Reclaimed water to a point of connection located within the median of Tuskawilla Road. In addition, the private lift station shall be installed and constructed on the Property and shall be maintained by the future homeowner's association formed by the Owner to support the future maintenance of common areas and improvements associated with the Project. All work shall comply with all applicable City codes, standards, specifications, and permitting requirements, and shall be subject to inspection and approval by the City. The City shall have no obligation to install, construct, finance, or reimburse any portion of such improvements.

(b) ***Town Center Future Land Use and Zoning.*** In order to facilitate the redevelopment of the Property as a detached, single-family residential subdivision, the City agrees, upon annexation of the Property and consistent with the City's Town Center Master Plan, to advertise and proceed with public hearings to amend the Property's Comprehensive Plan Future Land Use Map designation to City "Town Center" and Official Zoning Map classification to City "Town Center, T4 Transect." The aforementioned comprehensive and zoning map amendments (inclusive of the transect sub-designations) shall be subject to Florida law and City Code, and shall be subject to final approval by the City Commission of Winter Springs. In accordance with Florida law, no provision of this Agreement shall be construed as guaranteeing that the amendments will be approved by the City Commission. The City's processing of the comprehensive plan amendment and zoning map amendment shall be subject to necessary public participation and hearings as required by law and submission of competent, substantial evidence in support thereof. Each party will fully cooperate with each other to achieve the amendments on the terms and conditions set forth herein including, but not limited to, submitting and executing any applications customarily required by the City. The City may proceed with the aforementioned public hearings simultaneous to or immediately after the adoption of this Agreement.

(c) ***Annexation and Rezoning/Land Use Map Application Fee Waiver.*** The Owner shall be required to submit to the City, at their expense, a metes and bounds legal description as required by law to support the annexation of the Property. However, the City shall hereby waive **100%** of all fees, costs, or expenses that are customarily charged by the City on account of or in connection with the City's review and processing of the annexation, comprehensive plan and zoning map amendments for the Property.

(d) ***Development Permit Application Fee Waiver.*** The City shall waive **100%** of fees, costs, or expenses that are customarily charged by the City for development permit application fees associated with the initial redevelopment of the Property to include applications for engineering/site plan, plat, any required zoning waivers, and aesthetic review, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such development permit applications are submitted within five (5) years of the effective date of this Agreement, including applicable final engineering, aesthetic review, conditional use, waivers and platting permit application fees. For purposes of determining fee waivers under this Agreement, the term "initial redevelopment of the Property" shall mean the initial construction of the single-family subdivision improvements including roads, sidewalks, curbs and gutter, walls, street lights, entrance feature and gate, drainage, and other utility improvements required to service the subdivision and the construction work required to obtain a certificate of occupancy for each of the eleven (11) single-family homes. However, the City shall not provide any waiver of all applicable monetary tree replacement assessments (tree bank) that may be required under Chapter 5 of the City Code for the future redevelopment of the Property.

(d) ***Building Permit Application Fee Reduction.*** The City shall hereby provide a **50%** reduction of all applicable building permit fees for the future initial redevelopment of the Property, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

(e) ***Impact Fee Reduction.***

(1) *Water and Sewer Impact Fees.* In consideration of the Owner's completion, at its sole cost and expense, of the water, sewer, and reclaimed water improvements described in Section 3(a)(3) of this Agreement, the City shall grant the Owner a water and sewer impact fee credit in the amount of $3,000 per single-family dwelling unit, for a cumulative total credit of $33,000.

(2) *Other City Impact Fees.* The City shall hereby provide a **25%** reduction of all other applicable City imposed impact fees (police, fire, park and recreation, and road) for the future initial redevelopment of the Property

(3) *Condition.* The impact fee credits under this subsection (e) shall be granted provided such development is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

4. **Further Assurances**. In addition to the acts recited in or set forth in this Agreement, the parties agree to perform or cause to be performed in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to the execution and/or recordation of further instruments; provided however that the City's obligation shall be subject to such limitations of law as may be applicable to municipalities.

5. **Time Is Of The Essence**. The parties agree that they shall diligently and expeditiously pursue their respective obligations. The City agrees to complete the adoption process for the required annexation, comprehensive plan and zoning ordinances no later than 120 days from the effective date of this Agreement.

6. **Successors and Assigns**. Owner may assign the rights under this Agreement to another party by written instrument, provided the assignee shall expressly agree under said instrument to be bound by the terms and conditions of this Agreement including, but not limited to, developing the Property in accordance with the requirements of the Town Center Code. Within three (3) days of any such assignment, the Owner and assignee shall provide the City with a copy of the written assignment instrument. This Agreement and the terms and conditions hereof shall be binding upon and inure only to the benefit of the City and the Owner, and their respective successors in interest.

7. **Applicable Law**. This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

8. **Binding Effect**. Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

9. **Recording; Termination for Failure to Timely Acquire Property**. Upon execution of this Agreement by the Owner and the City, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Seminole County, Florida. Upon recordation, this Agreement will become a covenant running with the title to the Property, and this Agreement shall be binding upon and will inure to the benefit of both the City and Owner, and the assigns and successors in interest to the Property and all parts and parcels thereof.

10. **Venue**. Any and all actions or proceedings arising out of or related to this Agreement or brought to enforce or interpret this Agreement, shall be brought exclusively and solely in the court of appropriate jurisdiction in Seminole County, Florida.

11. **Development Permits**. Nothing herein shall limit the City's authority to grant or properly deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12. **Attorneys' Fees and Costs**. In the event of a dispute regarding this Agreement, the parties shall bear their own attorneys' fees and legal costs and neither shall be responsible to pay the other's legal fees.

13. **Caption/Exhibits**.

(a) The headings or captions of the sections and subsections contained in this Agreement are for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(b) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. In the event of any conflict between the Agreement and any exhibit, the terms of the Agreement shall govern and control except with respect to the legal description or description of the Property, in which case the correct statement in an exhibit will control over the Agreement, but only if the description in the exhibit is determined to be accurate.

14. **Severability**. If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the unlawful portion shall be deemed separate and distinct, and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

15. **Notices**. Any notice delivered shall be in writing and shall be deemed to be delivered (whether or not actually received) when it is hand delivered to the official hereinafter designated; three business days after mailing when deposited in the United States Mail, postage prepaid, certified mail return receipt requested; or upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows:

To Owner:
Ryan Sheehan
Thomas F. Landers
Adam R. Alstott
1100 Spotted Sandpiper Loop
Winter Springs, FL 32708

To City:
City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708
Telephone: (407) 327-5957

With a copy to: Anthony A. Garganese
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Ave, Suite 2000
Orlando, Florida 32801
Phone: (407) 425-9566
Fax: (407) 425-9596

16. **Entire Agreement**. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior agreements, arrangements or understandings, whether oral or written.

17. **Modification**. This Agreement may not be amended, changed or modified nor may any material provisions hereunder be waived, except by a written document of equal dignity signed by the Owner and the City after approval by the City's City Commission at a public meeting.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

WITNESSES:

E. Bianca Fazio
E. Bianca Fazio
Printed Name of Witness

Printed Name of Witness

OWNER:

By: _____
Ryan Sheehan

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 9th day of February 2026, by **Ryan Sheehan**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

TERRIANN FAZIO
MY COMMISSION # HH 594211
EXPIRES: October 19, 2028

Terriann Fazio
Notary Public Signature

Terriann Fazio
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: HH 594211
My Commission Expires: 10/19/2028

WITNESSES:

E. Bianca Fazio
E. Bianca Fazio
Printed Name of Witness

~~E. Bianca Fazio~~ RYAN SHEEHAN
Printed Name of Witness

OWNER:

By: _____
Thomas F. Landers

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this 9th day of February, 2026, by **Thomas F. Landers**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

TERRIANN FAZIO
MY COMMISSION # HH 594211
EXPIRES: October 19, 2028

Terriann Fazio
Notary Public Signature

Terriann Fazio
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: HH 594211
My Commission Expires: 10/19/2028

WITNESSES:

Rossana Carvajal
Printed Name of Witness

Manuel Horta
Printed Name of Witness

OWNER:

By: _____
Adam R. Alstott

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 9th day of February, 2026, by **Adam R. Alstott**, an unmarried man, as tenant in common of the Property who is personally known to me or who has produced FL-DL as identification.

(NOTARY SEAL)

ELKA CHANEY
Notary Public - State of Florida
Commission # HH 416745
My Comm. Expires Jun 29, 2027

_____
Notary Public Signature

Elka Chaney
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: HH416745
My Commission Expires: June 29, 2027

ATTEST (Seal):

By:_____
Christian Gowan, City Clerk

CITY OF WINTER SPRINGS, a Florida Municipal Corporation,

By:_____
Kevin McCann, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE CITY OF WINTER SPRINGS ONLY:

_____
ANTHONY A. GARGANESE, CITY ATTORNEY

Exhibit "A"

The Property

Parcel I:

Lot 10, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the West 1/2 of vacated street abutting on the East, pursuant to Resolution recorded in Book 654, Page 353, of the Public Records of Seminole County, Florida.

Parcel II:

Lots 22 and 23, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 23, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

Parcel Identification Number: 01-21-30-501-0000-0100 & 01-21-30-501-0000-0220

Parcel III:

Lots 21 and 24, TUSKAWILLA, according to the plat thereof, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, together with the East 30 feet of that certain Right of Way, lying adjacent to Lot 24, which was vacated and abandoned April 27, 1975 in O. R. Book 1050, Page 401, of the Public Records of Seminole County, Florida.

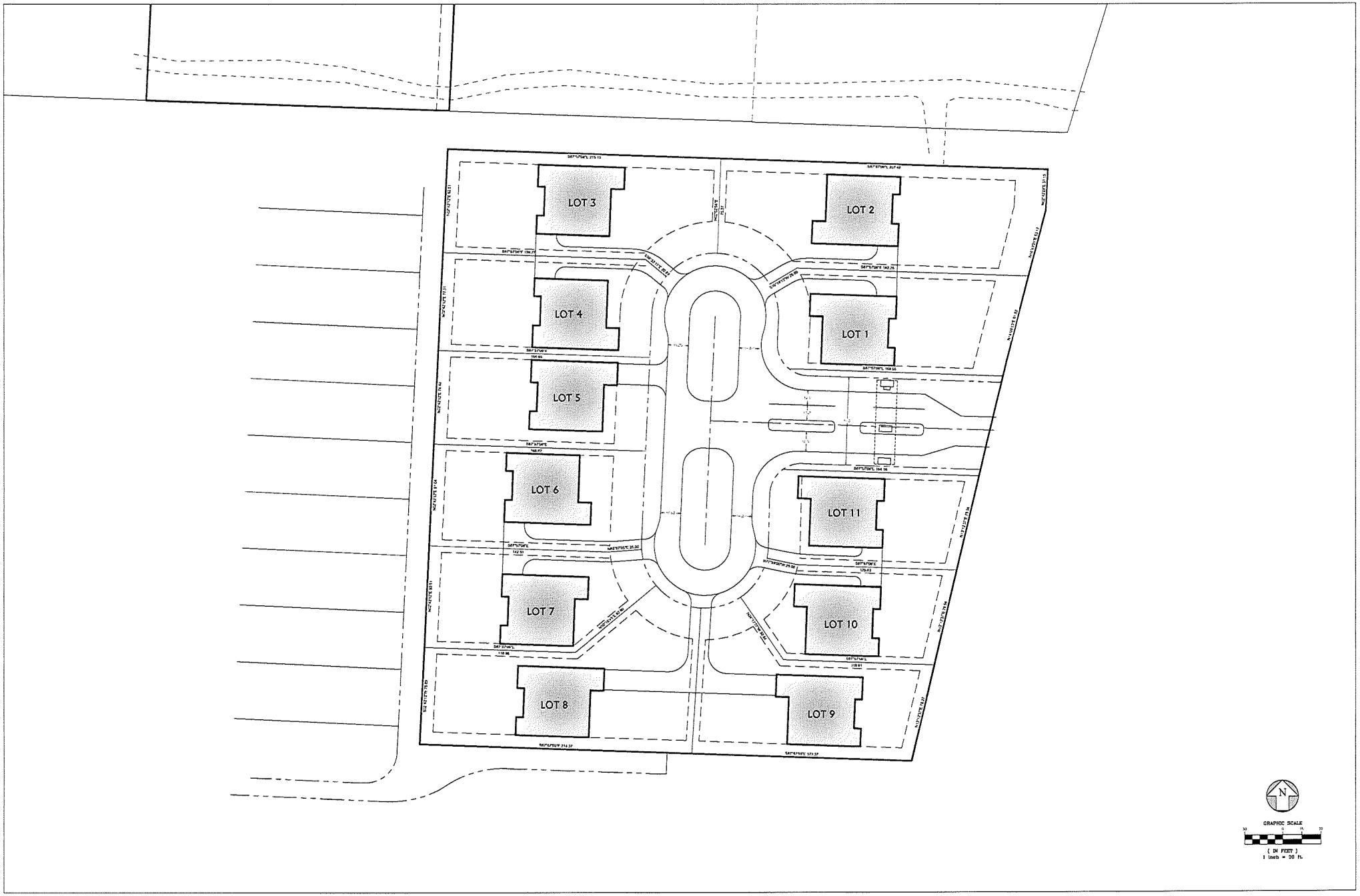
LESS AND EXCEPT that portion of subject property as conveyed to Seminole County in O. R. Book 3476, Page 281, of the Public Records of Seminole County, Florida, more particularly described as follows:

Commence at the Northeast corner of Lot 21 "TUSKAWILLA", D. R. MITCHELL'S SURVEY OF THE LEVY GRANT, as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida; thence run South 03 Degrees 37'58"West along the East lot line of said Lot 21, a distance of 33.04 feet for a Point of Beginning; thence continue South 03 Degrees 37'58" West along said East lot line, a distance of 195.69 feet to the South lot line of said Lot 21; thence departing said East line, run North 87 Degrees 02'48" West along said South lot line a distance of 39.54 feet; thence run North 14 Degrees 08'55" East a distance of 11.66 feet to the point of curvature of a curve concave Southeasterly having a central angle of 01 Degrees 52'03" a radius of 5781.58 feet and a chord bearing of North 15 Degrees 04'55" East thence run Northeasterly along the arc of said curve a distance of 188.46 feet to the Point of Beginning.

Parcel Identification Number: 01-21-30-501-0000-0210

Exhibit "B"

The Concept Plan


LOT 3
LOT 2
LOT 4
LOT 1
LOT 5
LOT 6
LOT 11
LOT 7
LOT 10
LOT 8
LOT 9
N
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.