Orlando World Resort

Request to Amend PD

Richard S. Geller, Esq.





Jim Hall





Orlando World Resort Already Has Access to U.S. 192



Ť. ORLANDO WORLD RESORT PROJECT ACREAGE - 14.77 ACRES BULDING HEIGHT - 75 FT. (MAX.) PROPOSED NUMBER OF BUILDINGS - 5 BLDGS. W/ 4 STORIES PROPOSED NUMBER OF UNITS - 342 UNITS PARKING SPACES REQUIRED - 1.5 SPACES/UNIT 342 UNITS X 1.5 SPACES/UNIT = 513 PARKING SPACES CLUB HOUSE PARKING SPACES REQUIRED - 1.0 SPACE/200 S.F. 4,000 S.F. / 200 S.F. = 20 PARKING SPACES TOTAL PARKING SPACES REQUIRED - 533 PARKING SPACES REGULAR SPACES - 478 PARKING SPACES H.C. SPACES - 24 PARKING SPACES COMPACT SPACES - 43 PARKING SPACES (7.89%) TOTAL PARKING SPACES PROVIDED - 545 PARKING SPACES PARKING RATIO - 545 PARKING SPACES / 342 UNITS = 1.59 (P.D. APPROVED RATIO - 1.5) FUTURE CONNECTION LEGAL DESCRIPTION: COMMENING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 27 EAST, GRANGE COUNTY, FLORIDA: RUN THENCE 5894*\$27"M, 1326.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 33, AND REING ALSO THE CENTERLINE OF STATE ROAD 330 (U.S. 192). TO A POINT BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/2 OF SECTION 33; RUN THENCE NOCTOTISE, 100.00 FEET TO BE POINT OF REGINNING, THENCE CONTINUE TO RUN MODOUTISE, 1727.57 FEET TO A POINT, AND THE POINT OF REGINNING, THENCE CONTINUE TO RUN MODOUTISE, 1727.57 FEET TO A POINT, AND THE POINT OF REGINNING THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; RUN THENCE SOUTHEAST 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 O 13. b.

"DO NOT ENTER"

IRLO BRONSON MEMORIAL HVY, (U.S. 192)

Conceptual Layout*

* to be addressed at Development Plan Stage

ORLANDO WORLD RESORT

PROJECT ACREAGE - 14.77 ACRES

BUILDING HEIGHT - 75 FT. (MAX.)

PROPOSED NUMBER OF BUILDINGS - 5 BLDGS. W/ 4 STORIES

PROPOSED NUMBER OF UNITS - 342 UNITS

The layout/design as shown on the Land Use Plan is not approved. Site design details will be addressed at the Development Stage.

Orlando World Resort will be Compatible with the Neighboring Apartment Complex

Orlando World Resort

> 14.72 Acres

342 units proposed



Waterstar Apartments

(Madison Waterstar, LLC)

10.08 Acres

320 units

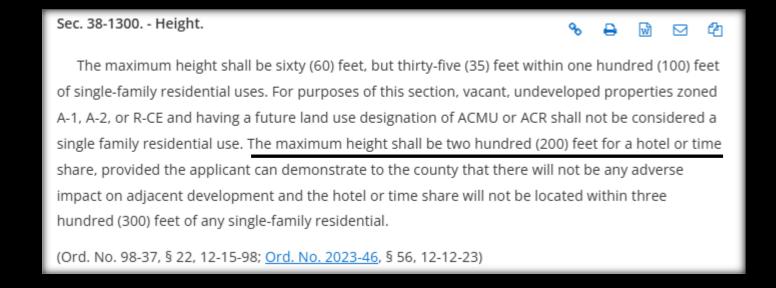
Orlando World Resort Meets the PD Tourist Commercial Standards

- 14. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated July 24, 1989, shall apply:
 - a. Development shall conform to the Beltway Plaza Amended PD Plan, dated Received April 26, 1989, and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent they are expressly waived or modified by these conditions or by action of Orange County.
 - b. The waiver requests for sidewalks and private roads will be reviewed at the Development Plan submittal stage.
 - c. The project shall meet the P-D District Tourist Commercial Standards.

Orlando World Resort Seeks <u>Less</u> Height Than Allowed in a Commercial District

• Building Height Allowed: 200 ft. for resort lodging.

• Building Height Requested: 75 ft. (same as Waterstar).



Orlando World Resort Seeks <u>Less</u> Intensity Than Allowed in a Commercial District

DEVELOPMENT PROGRAM				
Use	Parcel	Entitlement	Trips	
Commercial	2.31 acres	21 000 SF	894	

Commercial	2.31 acres	21,000 SF	894
Timeshare	12.24 net acres	342 units	2,859
Subtotal	17.03		3,753

Resort intensity proposed 750,000 SF

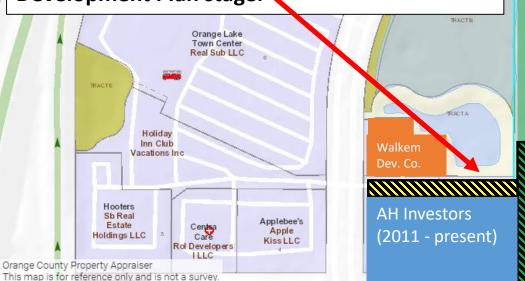
Maximum intensity allowed 951,000 SF at 1.5 FAR

Commercial (C) Commercial uses include neighborhood and commercial scale commercial and office development that serves neighborhood or community or village needs. Examples include neighborhood center, community center and village commercial. 1.50 FAR within the Urban Service Area 0.15 FAR for Rural Settlements per FLU6.2.9 unless otherwise restricted or increased for specific locations pursuant to adopted County Comprehensive Plan policy or land development code			
	Commercial (C)	neighborhood and commercial scale commercial and office development that serves neighborhood or community or village needs. Examples include neighborhood center, community	Area 0.15 FAR for Rural Settlements per FLU6.2.9 unless otherwise restricted or increased for specific locations pursuant to adopted County Comprehensive Plan policy or land

DEVELOPMENT DROCDAMA

Cross-Access Limitation

Timeshare guests shall not have access over the easement granted by 192 AH Investors, Inc. to 192 R & R Investors, LLC over Orange County Parcel Number 33-24-27-6378-00-010 (Orange County Doc. 20160599410). Site Plan details for prohibiting and discouraging such access shall be addressed at the **Development Plan stage.**





Address 🔻

Input Address

Kingdom Lodge Parks and Resorts US Inc [972 Rooms]

Annette Perez ('98-'19)

Amaroni LLC

14.65

acres

This Instrument was prepared by and should be returned to:

Gary M. Kaleita, Esquire Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, FL 32802-2809

11/16/2016 01:22:15 PM Page 1 of 12 Rec Fee: \$103.50 Deed Doc Tax: \$0.00 DOR Admin Fee: \$0.00 Intangible Tax: \$0.00 Mortgage Stamp: \$0.00 Martha O. Haynie, Comptroller Orange County, FL PU - Ret To: FASSETT ANTHONY & TAYLOR

FOR RECORDING DEPARTMENT USE ONLY

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is hereby made and executed as of the 442 day of November, 2016 (the "Effective Date"), by 192 AH INVESTORS, LLC, whose address is 5555 S. Kirkman Road, Ste. 201, Orlando, FL 32819 ("Grantor"); MILLER'S ALE HOUSE, INC., whose address is 5750 Major Blvd., Suite 400, Orlando, FL 32819 ("Tenant") and 192 R&R INVESTORS, LLC, whose address is 5555 S. Kirkman Road, Ste. 201, Orlando, FL 32819 ("Grantee"):

WHEREAS, Grantee is desirous of obtaining a vehicular access easement for ingress and egress (but excluding parking), including the use of driveways and curbcuts on Grantor's Property (the "Access Easement") across a portion of Grantor's Property to provide access from Grantee's Property to Orange Lake Boulevard in the area depicted and described in the attached Exhibit C; and

Grant of Easement for Vehicular Access. Grantor hereby grants to Grantee, its successors, assigns, tenants (operating on Grantee's Property only), and the employees, customers, or patrons of such tenants (collectively the "Grantee Parties"), a perpetual easement on, over, through and across the existing drive aisle in the parking lot on Grantor's Property to Orange Lake Boulevard (as depicted on the sketch attached hereto as Exhibit C) for the purpose of vehicular ingress and egress (but not parking), including the use of driveways and curb cuts... Grantee and Grantee Parties agree that the Easement Area is not intended to be used by delivery trucks servicing Grantee's Property and, upon request from Tenant, will post signs at each entrance to the Easement Area designating "No Truck Access" or similar words as requested by Tenant.

192

R&R Invest.

Irlo Bronson Memorial Hwy

192

Irlo Bronson Memorial Hwy

458,190.22 1,459,420.21 Feet

DRC <u>Unanimously</u> Recommended Approval on June 26, 2024

Orlando World Resort's Request

We ask you to:

- make a finding of compatibility with the surrounding area;
- make a finding of consistency with the Comprehensive Plan; and
- approve of the amendment to the Orlando World Resort PD.

Rebuttal

Wed 1/22/2025 4:07 PM

Lee, Gregory D. <glee@bakerlaw.com>

RE: Orlando World Resort - Right-in, Right-our Access Acceptable

To Richard Geller



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rick,

Thanks for your message. I will communicate this to my client and get their feedback. I do not know if this will satisfy their concerns but I do not believe this alone will do so. It was my understanding on our call that there were additional items discussed that may also be shared with us in advance of the hearing. These items included:

- A draft condition of approval to work with Orange Lake at the DP stage to ensure private easement rights are protected
 - o I believe you and I were to connect and discuss this offline
- A traffic study (that was to be done last week?)
- A summary of ideas on how the traffic issues could be managed

I am open tomorrow if you would like to discuss these matters in greater detail.

Sincerely,

Greg

Wed 1/22/2025 4:43 PM

Richard Geller

RE: Orlando World Resort - Right-in, Right-out Access Acceptable

To Lee, Gregory D.

1 You forwarded this message on 1/22/2025 4:56 PM.

Greg - I am leaving the office shortly for a DeBary City Council meeting. These are my initial reactions to the items you identified below based on my client's agreement to use right-in and right-out access to S.R. 192.

- A draft condition of approval to work with Orange Lake at the DP stage to ensure private easement rights are
 protected We agree to a condition on the Development Plan to take reasonable measures to protect private
 easement rights.
 - I believe you and I were to connect and discuss this offline
- A traffic study (that was to be done last week?) -- We no longer need a traffic study for Orange Lake Boulevard given
 my client's agreement not to use the Miller's easement or Orange Lake Boulevard.
- A summary of ideas on how the traffic issues could be managed -- We will work with the County at the Development
 Plan stage to discourage right-turns from the development into the Miller's, including pavement striping and
 signage. We are open to any other suggestions.

Our agreement to use right-in and right-out access to S.R. 192, and our agreement to reasonably protect private easement rights in the Development Plan resolves the issues you raised. We are available to talk the rest of the week.

Cross-Access Limitation

Timeshare guests shall not have access over the easement granted by 192 AH Investors, Inc. to 192 R & R Investors, LLC over Orange County Parcel Number 33-24-27-6378-00-010 (Orange County Doc. 20160599410). Site Plan details for prohibiting and discouraging such access shall be addressed at the





Address 🔻

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Parks and Resorts US Inc [972 Rooms]

Annette Perez ('98-'19)

Amaroni LLC

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acres

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Grant of Easement for Vehicular Access. Grantor hereby grants to Grantee, its successors, assigns, tenants (operating on Grantee's Property only), and the employees, customers, or patrons of such tenants (collectively the "Grantee Parties"), a perpetual easement on, over, through and across the existing drive aisle in the parking lot on Grantor's Property to Orange Lake Boulevard (as depicted on the sketch attached hereto as Exhibit C) for the purpose of vehicular ingress and egress (but not parking), including the use of driveways and curb cuts... Grantee and Grantee Parties agree that the Easement Area is not intended to be used by delivery trucks servicing Grantee's Property and, upon request from Tenant, will post signs at each entrance to the Easement Area designating "No Truck Access" or similar words as requested by Tenant.

192

R&R Invest.

Irlo Bronson Memorial Hwy

192

Irlo Bronson Memorial Hwy

458,190.22 1,459,420.21 Feet

Easements, Signing, and Pavement Marking Plans are Identified at the <u>Development Plan</u> Stage

Sec. 38-1206. - Development plan.





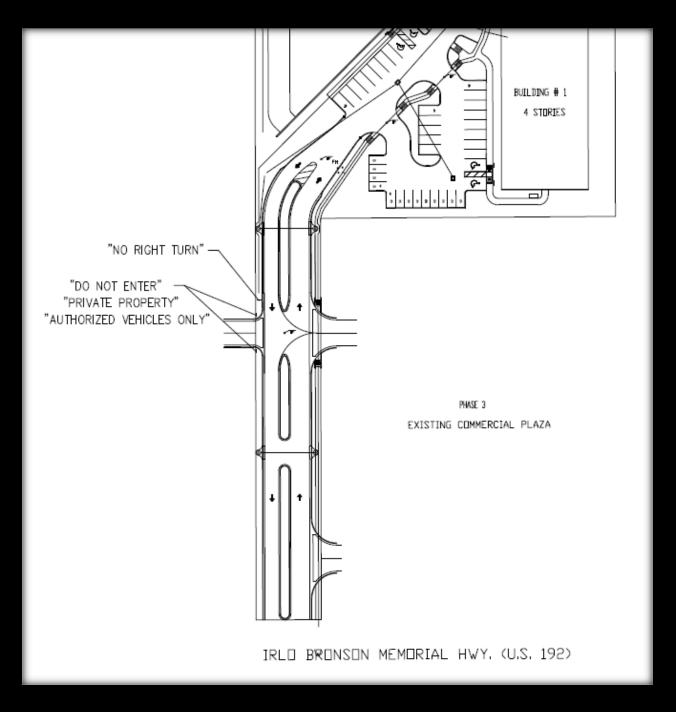






The development plan for the entire project or any phase, consisting of fourteen (14) copies of properly identified exhibits and support materials, shall include the following:

- (6) The development plan, drawn at an appropriate scale (one (1) inch equals one hundred (100) feet) with all dimensions provided, shall identify:
 - Existing or proposed <u>easements</u>.
 - r. Signing and pavement marking plans with details of installation consistent with traffic engineering division specifications.



Development Plan Stage will Address Access Management, Signage and Pavement Markings at Easement





Access Management Plans are for the Development Plan Stage

Sec. 30-248. Access management.

In order to preserve the integrity of the public road system and to promote the safety of vehicular, pedestrian, and bicycle traffic by the reduction of conflict points, access to Orange County roadways will be controlled to the maximum extent possible. Specific requirements are as follows:

- (a) Driveway requirements.
 - Driveways shall not exceed thirty (30) feet in width unless approved by the county engineer.
 - (2) The number of driveways to be provided for any individual site shall be the minimum number required to adequately serve the needs of the property or development. The county may require access points to be combined on adjacent parcels under common ownership as part of a coordinated access management plan.



Tue 1/28/2025 9:30 AM

Thalmueller, Nicolas M < Nicolas. Thalmueller@ocfl.net >

RE: Orlando World Resort/Orange County (Case # CDR-23-05-161) - Proposed Language for Co

To Richard Geller; Bowden, Rebecca L

Cc Jim Hall (jimhall@halldsi.com)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Rick,

Thank you for sharing your team's proposal for working with the adjacent property owner. Staff will not be proposing the language listed below as a condition of approval for the zoning request. Such a condition would place a burden on the County to try to enforce an unenforceable requirement related to a private dispute.

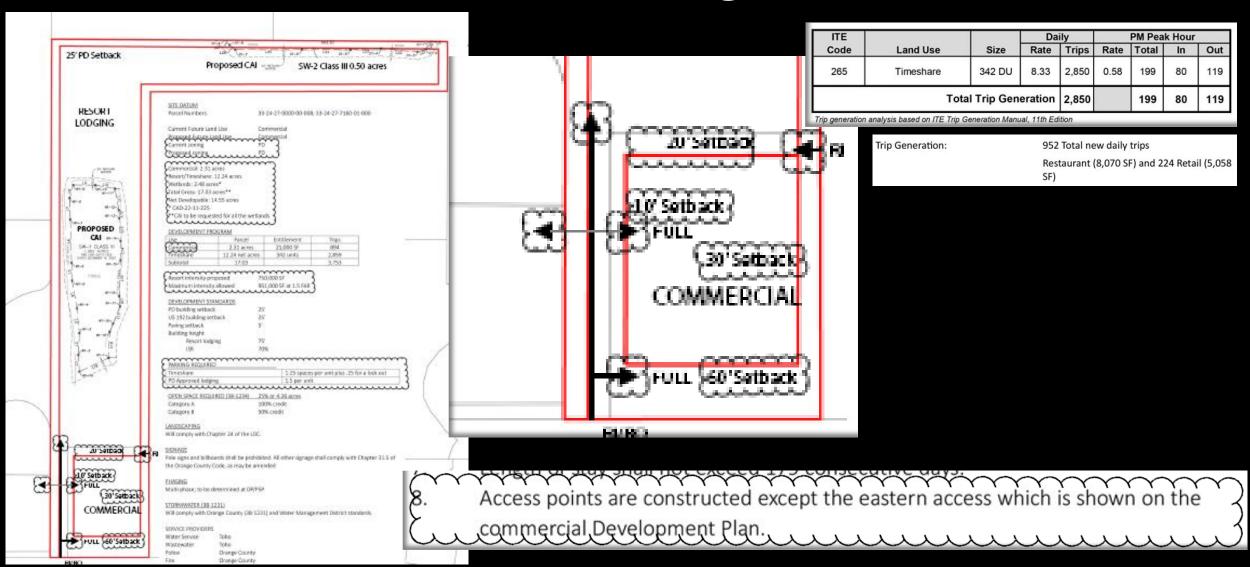
Nicolas Thalmueller, AICP | Planning Administrator

Development Review Committee (DRC) / Project Assistance Team Orange County Planning Division Planning, Environmental, and Development Services Department 201 S. Rosalind Avenue | Orlando, FL | 32801 407-836-5523

How are we doing? Let us know! Project Assistance Team Survey



The PD Recognizes <u>Red Robin's</u> Easements to U.S. 192 and Orange Lake Blvd.





Orange Lake Resorts

Input Address

Parks and Resorts US Inc [972 Rooms]

Alpha-Omega Hospitality Services, Inc. ('89-'98)

Amaroni LLC

932336

THIS AGREEMENT, made in the City of Kissimmee, Osceola County, State of Florida, on January 28, 1994, by ALPHA CHEGA HOSPITALITY SERVICES, INC., a Florida corporation, 241 E. Ruby Avenue, Suite B, Kissimmee, Florida 34741, party of the first part, and OTHMAN A. ARA HUSSEIN, ADEL A. ALHASSOON and ABDULPATTAH A. ABDULLAR, 7380 Sand Lake Roed, Suite 525, Orlando, Florida 32819, hereinafter called party of the second part.

WHEREAS, the party of the first part represents and warrants that it owns and has fee simple title to that certain parcel of real estate located in Orange County, State of Florida, more particularly bounded and described as follows:

See Exhibit A attached hereto

WHEREAS, the party of the second part desires to use said property for commercial ingress and egress.

The party of the first part does hereby grant, assign and set over to the party of the second part a non exclusive easement for ingress and egress over the above described property to afford commercial access to the second parties adjacent land.

2.31 Acres (Future Red Robin)

Portillos Ts 8041 Irlo Highway LLC

Party of the second part agrees to pay fifty (50%) percent of the cost of paving the access road to be constructed on said property contiguous to the property conveyed simultaneously with this easement.

Developments

Dorothy Miller Family LP

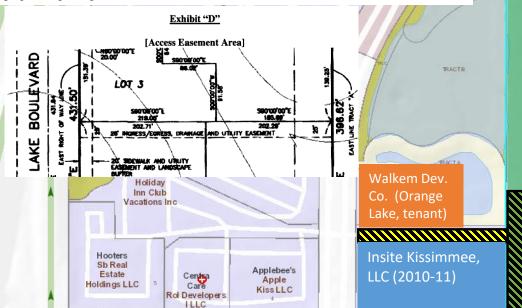
- 458,190,22 1,459,420,21 Fe

Irlo Bronson Memorial Hwy

192

2010 – Shared Parking Over Easement unty Club Golf Gourse

- 12. <u>No Interference with Easements</u>. Except as otherwise provided by this Agreement, at no time shall there be erected or permitted to exist any barrier or other condition within any easement which would have the effect of impairing any easement granted herein.
- 5. <u>Benefits and Burdens</u>. Except as otherwise provided herein, all benefits and burdens arising under this Agreement shall run with the titles to the Walkem Property and the InSite Property, and shall inure to the benefit of and bind each party and their respective successors and assigns. There shall be no third party beneficiaries of the terms of this Agreement.
- 13. <u>No Dedication For Public Use</u>. Nothing contained in this Agreement shall be deemed to be a dedication of any area for public use, and all rights and easements herein created are private and do not constitute a grant for public use.
- (a) Reaffirmation of Access Easement. InSite hereby reaffirms that certain perpetual, non-exclusive easement (the "Access Easement") upon, over, under, through and across the portion of the InSite Property (the "Access Easement Area") depicted on Exhibit "D" attached hereto, for ingress, egress and passage by pedestrian and vehicular traffic to and from the Walkem Property to Orange Lake Boulevard to be used by Walkem, its successors, assigns, employees, representatives, customers, lessees, licensees guests and invitees (the "Walkem Guests") for the purpose of ingress, egress and passage by pedestrian and vehicular traffic but not for the purpose of parking.



Orange County Property Appraiser

This map is for reference only and is not a survey.

Address

Input Address

Kingdom Lodge Walt Disney Parks and Resorts U S Inc [972 Rooms]

Annette Perez ('98-'19)

Amaroni LLC

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO: John C. Alvarez, Esq. 8505 W. Irlo Bronson Memorial Hwy. Kissimmee, FL 34747-8201 DOCH 20100317050 B: 10053 P: 7990
06/03/2010 10:58:23 AM Page 1 of 23
Rec Fee: \$197.00
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Hartna O. Heynie, Comptroller
Orange County, FL
PU - Ret To: WILSON TITLE SERVICES

14.72 acres

ACCESS, SHARED PARKING AND DRAINAGE EASEMENT AGREEMENT

THIS ACCESS, SHARED PARKING AND DRAINAGE EASEMENT AGREEMENT ("Agreement") is made this day of 2010, by and between WALKEM DEVELOPMENT COMPANY, INC., a Florida corporation, as successor by merger to WALKEM DEVELOPMENT COMPANY OF KNOXVILLE, INC., a Tennessee corporation, whose address is 8505 W. Irlo Bronson Memorial Hwy., Kissimmee, Florida 34747, its successor and assigns ("Walkem"), ORANGE LAKE COUNTRY CLUB, INC., a Florida corporation ("Orange Lake"), and INSITE KISSIMMEE, L.L.C., an Illinois limited liability company, whose address is 1400 W. 16th Street, Suite 300, Oak Brook, Illinois 60523 ("InSite").

192

3. Shared Parking.

- (a) <u>Grant of Walkem Parking Easement</u>. Walkem hereby grants and conveys to InSite a non-exclusive revocable easement (the "<u>Walkem Parking Easement</u>") upon, over, under, through and across a portion of the Walkem Property (the "<u>Walkem Parking Easement Area</u>") depicted and legally described on <u>Exhibit "E"</u> attached hereto, for passage and use for vehicular parking upon the seventeen (17) parking spaces depicted on <u>Exhibit "E"</u> to be used
- (b) <u>Grant of InSite Parking Easement</u>. InSite hereby grants and conveys to Walkem a non-exclusive revocable easement (the "<u>InSite Parking Easement</u>") upon, over, under, through and across a portion of the InSite Property (the "<u>InSite Parking Easement Area</u>") depicted on <u>Exhibit "E"</u> attached hereto to be used by the Walkem Guests for passage and use for vehicular parking upon seventeen (17) parking spaces to be constructed on the InSite Property. Use of

Developments

2.31 Acres (Future Red Robin)

Irlo Bronson Memorial Hwy

192

Irlo Bronson Memorial Hwy

÷ 458,190,221,459,420,21 Fee

Interconnection Refers to Street Networks, not Parking Lot and Private Property Networks

ARTICLE VIII. - SITE DEVELOPMENT^[7] Footnotes: --- (7) ---State Law reference— Adoption of land development regulations, F.S. § 163.3194(2). **DIVISION 1. - GENERALLY**

Sec. 30-241. - Paved access.









- (a) All sites shall have access to a public paved street or road. If the site does not have such access, the developer shall submit, with the site development plans, road construction plans prepared by a state registered engineer for paving the public road to the nearest existing paved public road, including roadway connections that are in compliance with all requirements of the Americans with Disabilities Act and corresponding standards, including two (2) ramps per intersection quadrant on functionally-classified roadways.
- Per Transportation Policies T3.2.1 and T3.2.2 of the Comprehensive Plan, the county shall require developments to provide interconnected transportation street, pedestrian, and bicycle networks through measures including, but not limited to, cross-access easements, public rights-of-way, and/or transportation facility stubouts to adjacent parcels. These connections shall be provided in all directions, except where not physically feasible, the abutting land is undevelopable, or prevented by other physical or environmental barriers, including, but not limited to, limited access roadways, railroads, and environmental features. Transportation networks shall be provided across existing and proposed streets, at intervals that support direct pedestrian and bicycle travel within and beyond the borders of the proposed development and that avoid cul-de-sacs or other closed-end street designs.

Traffic Generation

Kimley » Horn

MEMORANDUM

From: James Taylor, PE

Kimley-Horn and Associates, Inc.

Date: January 22, 2025

Subject: Orlando World Resort Operational Analysis

Orange County, FL

Purpose

The purpose of this memorandum is to summarize operations of the intersection of US 192 & Orange Lake Boulevard, as well as the median openings along Orange Lake Boulevard to evaluate potential concerns and solution alternatives.

Project History

A Planned Development (PD) was previously approved for this same parcel. The approved PD allows for the development of 136 timeshare units. The proposed 342 timeshare units is anticipated to generate 1,777 additional daily trips, 83 additional AM peak hour trips, and 129 additional PM peak hour trips.

Re-Striping SB Approach to U.S. 192

Restriping SB Approach at US 192

To improve operations and the southbound approach queue of the signalized intersection of US 192 & Rolling Oak Boulevard/Orange Lake Boulevard, consideration was given to restriping the southbound approach to have an exclusive left-turn lane and a shared through/right lane. With this restriping, the signal could then operate with a minor street protected left-turn phase, instead of split phasing on the minor street. No change to project trip distribution or volume development at this intersection is proposed with the restriping.

Recommendations Would Reduce Current Delay Even with Orlando World Resort Buildout

- Adding project trips increases overall PM peak hour delay at this intersection by approximately 4 seconds.
- Restriping the southbound approach at this intersection and introducing a minor street protected left-turn phase reduces delay from buildout conditions by approximately 10 seconds. The southbound approach queue is not significantly changed as the existing split phasing currently favors the southbound approach.

Table 10: Operations Analysis Summary

	PM Peak Hour	
Scenario	Overall Delay	SB 95th Queue
Background	E (78.1 s)	350 ft
Buildout	F (82.0 s)	500 ft
Buildout w/ Restripe	E (72.6 s)	475 ft

Recommendation for Orange Lake Blvd.

Kimley»Horn

Recommendation

Restriping the southbound approach at this intersection and introducing a minor street protected left-turn phase reduces overall delay more than the increase from the project. Therefore, this improvement is recommended.

Under this condition, the southbound approach queue still backs up past the first full median opening on Orange Lake Boulevard (at Access Road). Therefore, it is recommended that the westbound approach at Access Road be considered for conversion to a right-in/right-out driveway. The unsignalized intersections continue to operate efficiently with the proposed change in access at this driveway.