



Interoffice Memorandum

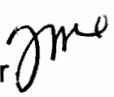
09-14-16P03:03 RCVD

Handwritten initials, possibly "JL" or "JS", in dark ink.

DATE: September 6, 2016

TO: Katie A. Smith, Deputy Clerk of the
Board of County Commissioners,
County Comptroller's Office

THROUGH: Cheryl Gillespie, Supervisor,
Agenda Development Office

FROM: Lisette M. Egipciaco, Development Coordinator 
Planning Division

CONTACT PERSONS: **Lourdes O'Farrill,**
Development Coordinator
Planning Division 407-836-5686
Lourdes.O'Farrill@ocfl.net
&
Lisette M. Egipciaco,
Development Coordinator
Planning Division 407-836-5684
Lisette.Egipciaco@ocfl.net

SUBJECT: Request for Board of County Commissioners
Public Hearing

Project Name: Appeal of a Development Review Committee
Decision – Sand Lake Resort Club PD / Westgate
Lakes Resort Phase 5B DP - Case # CDR-16-06-
207

Type of Hearing: Development Review Committee (DRC) Appeal

Appellant: Brent G. Siegel for Julieta Corredor
Siegel Hughes & Ross Attorneys at Law
4046 West Newberry Road
Gainesville, Florida 32607-2343

Commission District: 1

October 18, 2016
@ 2pm

General Location: South of West Sand Lake Road / West of Turkey Lake Road

Parcel ID # (s) 11-24-28-0000-00-017, 02-24-28-0000-00-025, 02-24-28-0000-00-027, 11-24-28-7806-00-001, 02-24-28-0000-00-029; Sand Lake Village Condo Section 1 / Phase 3 (OR BK 10 / PG 19)

of Posters: 0

Use: Resort / Residential Timeshare

Size / Acreage: 9.91

BCC Public Hearing Required by: Orange County Code Sec. 38-1203(3)d. and Administrative Regulation 4.01

Clerk's Advertising Requirements: No advertising required for appeals.

Applicant/Abutters to be notified: No - ~~Development Services will forward mailing labels to the Clerk's office~~ *OK*

Spanish Contact Person: Para más información referente a esta vista pública, favor de comunicarse con la División de Planificación (Planning Division) al número 407-836-5686.

Material being submitted as backup for the public hearing request:

- (1) Appeal Letter
- (2) Development Review Committee (DRC) meeting minutes dated July 27, 2016 and July 13, 2016
- (3) Location map
- (4) Site Plan

SPECIAL INSTRUCTIONS TO CLERK (IF ANY):

Please schedule this item for the October 18, 2016 BCC hearing, simultaneous with the DRC Appeal for Sand Lake Resort Club PD / Westgate Lakes Resort Phase 5B Amended Buildings 60 & 70 DP – Case #CDR-15-06-167.

This request is an appeal of a decision of Orange County's Development Review Committee (DRC) of July 27, 2016 to approve the Sand Lake Resort Club PD / Westgate Lakes Resort Phase 5B Development Plan for 161 resort residential / timeshare units; District 1; South of West Sand Lake Road / West of Turkey Lake Road.

Unless stated otherwise, the public hearing should be advertised to begin at 2:00 p.m., or as soon thereafter as the matter may be heard.

Please notify Lourdes O'Farrill and Lisette Egipciaco of the scheduled date and time. The Planning Division will notify the applicant.

Attachments (location map and site plan)



SIEGEL HUGHES & ROSS
ATTORNEYS AT LAW

4046 W. Newberry Road
Gainesville, FL 32607

Brent G. Siegel
Board Certified Business Litigation Attorney
Florida Supreme Court Certified Circuit Court Mediator
Email: BSiegel@shrlawfirm.com

RECEIVED

AUG 12 2016

CEDS

DRC OFFICE
tel: (352) 375-7700 / 375-1000
fax: (352) 375-1080
www.shrlawfirm.com

August 10, 2016

SENT VIA HAND DELIVERY TO:

Mr. John Smogor
Chairman, Development Review Committee
Orange County Administration Building
201 S. Rosalind Avenue
Orlando, FL 32801

RE: *Appeal of DRC approval of CDR-16-06-207 on July 27, 2016*

Dear Mr. Smogor:

As you know, our office represents Mrs. Julieta Corredor, the owner of Orange County Parcel Number 11-24-28-7806-11-253, which consists of the land and (as a result of the actions of others described below) remnants of her former condominium unit, B-53, in Sand Lake Village Phase 3. In accordance with §38-1203(3)d., *Orange Co. Code, et al.*, please accept this correspondence as Mrs. Corredor's formal appeal of the Development Review Committee's ("DRC") decision to approve CDR-16-06-207, the Development Plan for Sand Lake Resort Club/Westgate Lakes Phase 5B (Buildings 60 and 70), dated "Received July 18, 2016" (the "Development Plan").¹ As set forth in greater detail below, the DRC's approval should be reversed because of the numerous material misstatements Westgate Lakes, LLC, Central Florida Investments, Inc. (collectively, "Westgate"), and their agents and representatives, have made to Orange County which include, but are not limited to, statements regarding their ownership of all of the property encompassed by the Development Plan, the status of the applicable condominium association and the extremely negative effects that Westgate's construction and timeshare units have already had and will continue to have on Mrs. Corredor's property.

History of Westgate's Material Misstatements to Orange County

Westgate, and its agents and representatives, have repeatedly omitted and misstated material facts to Orange County throughout the entire process which has led to the decision Mrs.

¹ All documents referenced in this appeal letter are enclosed as exhibits for your ready reference and are incorporated as part of Mrs. Corredor's appeal.

Corredor now appeals. For many years, Westgate has made confusing, incomplete and contradictory statements regarding the ownership of the property that is the subject of the Development Plan. Westgate has repeatedly made statements and used maps that appear to show it owned all of the property covered by its Development Plan. Yet, sometimes Westgate would acknowledge in the fine print of its submissions that the condominium buildings were not included in the same parcel as the property surrounding them. As a result, it is no surprise that Orange County incorrectly believed Westgate owned all of the property encompassed by the Development Plan, when in fact it did not.

Westgate's Material Misstatements in 2012

Although Westgate has very recently claimed that the County became aware of Mrs. Corredor's ownership interest in February 2016 (*see* Exhibit No. 4; updated appeal letter from Westgate's attorney, David Lenox, to Mr. Smogor, dated July 20, 2016), it ignores the fact that Westgate first submitted a Development Plan that included Mrs. Corredor's property some four years earlier, on August 31, 2012, yet failed to acknowledge her ownership. Other than an occasional passing mention in the fine print, Westgate failed to acknowledge that it really did not own all of the property depicted in the Development Plan. (*See* Exhibit No. 5; CDR-12-09-179.)² It was only a few weeks ago that Westgate finally officially acknowledged in its submissions to the County that Mrs. Corredor has an ownership interest in a portion of the property it wants to develop.

The long-running history of misstatements by Westgate can be seen as far back as its DRC Meeting Application form dated September 12, 2012, and the Agent Authorization Form dated August 15, 2012, signed by Mark Waltrip on behalf of Westgate. (*See* Exhibit Nos. 6 and 7.) These both contain substantive errors regarding the property that is part of the Development Plan. These documents list two parcel identification numbers, only one of which is actually part of the site of the Development Plan. That parcel is the property surrounding the condominium units, including Mrs. Corredor's property. The Agent Authorization Form also includes a legal description that belongs to a third parcel that is not actually encompassed by the Development Plan. It appears that none of the individual condominium units were actually included in Westgate's 2012 application paperwork.

² The Development Plan issued on November 22, 2013, appears to have the wrong street address listed for the site, listing an address on International Drive rather than the correct Turkey Lake Road address. This version of the Development Plan also refers to the project as "Sandlake Resort Club PD/Westgate Lakes Phase 5C (Buildings 60 & 70)" rather than Phase 5B. It appears Westgate changed the Phase reference from 5C to 5B in 2015. Interestingly, a review of the parcels listed on the November 22, 2013, revision of that Development Plan shows that most of the parcel numbers listed do not even exist in the Property Appraiser's records, and of the few that do, most are not actually located within the area designated as the site of the Development Plan.

Westgate's Material Misstatements Continued in 2015

Westgate's omissions and misstatements continued into 2015. On October 7, 2015, the County approved Westgate's Development Plan dated August 31, 2015, in which Westgate continued to affirmatively represent to Orange County that all of the property was owned by Westgate, despite knowing that its plan included Mrs. Corredor's property and home.³ (See Exhibit No. 9; CDR-15-06-167.) At the time of the submission and approval, Westgate had to have known that its plans in fact still included Mrs. Corredor's property and home based upon Westgate's own statements to the press regarding purchase offers made to Mrs. Corredor (discussed in further detail below). In the DRC Meeting Application for CDR-15-06-167 (see Exhibit No. 10), Westgate listed four parcels: only two of which are actually a part of Phase 5B. Once again, the property that completely surrounds the condominium buildings was listed by Westgate. No note or caveat was included by Westgate this time to let the County know that the condominium buildings were not included in the identified parcels. Additionally, the Agent Authorization Form, signed on June 2, 2014, and notarized on June 2, 2015 (see Exhibit No. 11), stated that "legal description(s) or Parcel Identification Number(s) are required," yet it actually included neither. As with the 2012 forms, Westgate failed to list the individual condominium units, despite the fact that they were encompassed within the Development Plan.

The 2013 and 2015 revisions to the Development Plan contain more inconsistencies in Westgate's representations of ownership. The legal description, in very fine print, states that it is "LESS: Cluster 9, Cluster 10, Cluster 11, Cluster 12, (a.k.a. Buildings)." Yet Sheets C200 and C201 in both revisions state that "This is a redevelopment project. Existing units will be demolished and replaced with new units," which could (and apparently did) reasonably lead Orange County to believe that Westgate owned the existing units it planned to demolish.

Orange County's confusion regarding the property ownership is underscored in your (Mr. Smogor, Orange County DRC Chairman) letter dated May 27, 2016, to Mr. Mark Waltrip, of Central Florida Investments, Inc. (see Exhibit No. 14) referencing both CDR-12-09-179 and CDR-15-06-167, and the "long history" of the Land Use Plan and Development Plan for the property. The letter specifically stated that the "Agent Authorization Forms submitted with the LUP and DP clearly indicated that the property was wholly owned by Central Florida Investments, Inc....or affiliated Westgate Lakes/Resorts entities." Orange County was apparently and understandably confused by Westgate's numerous inaccurate and incomplete representations of ownership, and we can find no evidence or record of Westgate (or its agents)

³ This approval has now been rescinded as a result of Westgate's failure to properly identify the property subject to the Development Plan and the partial destruction of Mrs. Corredor's property, which occurred when Westgate conducted demolition work on the properties covered by the Development Plan without obtaining the proper demolition permit from Orange County. The rescission of approval is now the subject of Westgate's own appeal; see letter from Mr. Lenox to Mr. Smogor.

doing anything prior to the date of Mr. Smogor's letter to disabuse Orange County or Mr. Smogor from the incorrect belief that Westgate owned all of the property in question. The County had previously requested that Westgate provide a boundary survey—which would have shown exactly what Westgate owned and what they did not—but was assured by letter dated August 12, 2015, that platting was not necessary and the “legal description provided is for the entire PD.” (See Exhibit No. 15; letter dated August 12, 2015, from Jaime Igua of vhb to Ms. Lourdes O’Farrill and Ms. Lisette Egipciaco, Responses to Platting Group Comments No. 9.)

Westgate Has, At All Times, Been Aware of Mrs. Corredor and Her Property

It is indisputable that Westgate was, at all times, well aware of Mrs. Corredor's existence and ownership of property within their proposed Development Plan. First, Westgate is on actual and constructive notice of the contents of the deeds and other documents included in the Orange County Public Records stating the specific parcels that Westgate owns and those excluded from its ownership. Westgate also knows the parcels on which it has paid ad valorem taxes and those on which it does not pay taxes. And Westgate's representatives have publicly stated that they first began making purchase offers to the Corredors dating back to at least 2012. For example, in May 2016, Westgate itself told WESH-2 that “it has been trying to make an offer for years” to the Corredor family. (See Exhibit No. 13; Michelle Meredith, Land Developer Could Strike Deal with Local Condo Owner, <http://www.wesh.com/news/land-developer-could-strike-deal-with-local-condo-owner/39522556>, May 12, 2016.) It is clear that Westgate was well aware that Mrs. Corredor owned property located in the middle of its Development Plan. As described above, Westgate's filings and disclosures to Orange County regarding its ownership were unclear, incomplete and predictably confused the Orange County officials overseeing its Development Plan.

Westgate's Material Misstatements in the Approved Development Plan

Even now, when Westgate's repeated and long-running misstatements and omissions regarding ownership of the subject property have been uncovered, Westgate still does not correctly or completely identify the owners of the property. Although Westgate Lakes, LLC, and Central Florida Investments, Inc., are listed as the “Owner/Applicant” on the Development Plan dated “received July 18, 2016,” which was approved on July 27, 2016, and which is the subject of this appeal (see Exhibit No. 3), several of the parcels identified on the approved Development Plan are actually owned by another Westgate affiliate, Westgate Resorts, Ltd. Westgate has also failed to properly identify the parcels that are the subject of the Development Plan. Two of the parcel numbers identified do not even exist according to the Orange County Property Appraiser, and two other parcels that had been part of the same building as Mrs. Corredor's property are simply not included in the parcel list, even though they are owned by Central Florida Investments, Inc. and Westgate Resorts, Ltd.

Westgate's Inaccurate Representations Regarding the Condominium Association

Westgate has also inaccurately answered specific inquiries by Orange County during the development review process regarding the status of the condominium association governing the property covered by the Development Plan. In the summer of 2015, the County's Platting Group inquired when the Sandlake Villages Section 1 Phase 3 condominium association would be terminated. By letter dated August 12, 2015, vhb, on behalf of Westgate, responded to Ms. O'Farrill and Ms. Egipciano, stating that "CFI/Westgate is in the process of clearing title and will be handling this through the condo document process with the State." (See Exhibit No 15; Response No. 3 to Platting Group Comments No. 9) However, state and county records confirm that Westgate did no such thing. Sand Lake Village Phase 3 and Phase 4 Condominium Association, Inc. (hereinafter the "Association"), was merely administratively dissolved by the state in September 2015 for failure to file its annual report. The condominium has never been terminated in accordance with the requirements of Chapter 718, *Fla. Stat.* Accordingly, there is, at the least, doubt as to whether Westgate even has the legal authority and right to take any action with regard to the property governed by the Association.

Westgate's Infringement on Mrs. Corredor's Property Rights

The Development Plan, as approved, provides for the construction of an eight-story, 80-unit timeshare building only 12 feet from Mrs. Corredor's property. In fact, the actual space between the remaining walls of Mrs. Corredor's home and the construction that has already begun has been observed to be closer to 18 inches than 12 feet. (See Exhibit No. 2; photo taken July 13, 2016.) However, even a distance of 12 feet would be well below the minimum setback required by Orange County. Section 38-1254(1), *Orange Co. Code* provides: "All one-story and two-story units should provide a minimum twenty-five-foot setback from all boundaries of the PD. Structures in excess of two (2) stories should increase this setback to reflect the additional structural height." To our knowledge, Westgate has not obtained, nor even sought approval for the reduced setback, as required by § 38-1227, *Orange Co. Code*.

Furthermore, the construction of an eight-story building mere inches from her property will deprive Mrs. Corredor of her littoral rights and will substantially reduce her property value. Specifically, the construction of the eight-story building only a few inches from her property will completely obstruct Mrs. Corredor's view of Big Sand Lake. Instead, her only views will be of an eight (8) story wall on one side and a parking lot on the other. The dramatically increased vehicular traffic immediately adjacent to her property and the proximity of Westgate's enormous timeshare building will substantially reduce Mrs. Corredor's property value and the extremely close proximity of Westgate's tall buildings and parking could well pose safety concerns for Mrs. Corredor and her guests while on her property.

Westgate's Development Plan also references the need for a cross access easement and utility agreement, which appear to relate to the provision of utility services to Mrs. Corredor's property. However, no such proposed easements or agreements have been provided to Mrs. Corredor.

The Development Plan approved by the DRC includes plans for the re-construction of Mrs. Corredor's former condominium, including elevations and even the color of paint to be used. However, Mrs. Corredor has never approved any plans or agreed to allow Westgate to do any work on her property, let alone rebuild it. Furthermore, Westgate appears to intend to rebuild Mrs. Corredor's home to its original 1980s specifications and former multi-family design, but of course now without any of the formerly adjoining units, structures or amenities.

Westgate Has Previously Ignored the Property Rights of Sand Lake Village Homeowners

Finally, though certainly not least, Westgate has apparently done this before. Sand Lake Village was originally comprised of four phases; Mrs. Corredor's property is located in what was Section 1 Phase 3 of Sand Lake Village Condominium. Westgate had previously purchased all but one of the units in Section 1 Phase 4 of Sand Lake Village Condominium. The lone remaining unit was owned by Mr. Alexis Paredes and occupied by Mr. Paredes' tenant. In 2007, Central Florida Investments, Inc., was sued by Sand Lake Village Condominium Association, Inc., the association for Phases 1 and 2 of Sand Lake Village. The case went to trial in 2009, and Mr. Paredes testified under oath regarding Westgate's actions in relation to the property he owned in Phase 4:

And, ultimately, you know,
one morning I get a phone call from my tenant telling me, you
know, there is -- this whole area has been gated off and
they're starting to tear down buildings here. And I quickly
realized that I got to do something quick. I went to Orange
County to see what's going on, why are they demolishing this
condominium association without having acquired a hundred
percent of it, and I went to go ask if they had pulled
demolition permits. I found out that they had not pulled
demolition permits, and that's when I approached, I believe
it was Mark Waltrip and-- or, actually, it was Bob
Normington, and then he approached Mark Waltrip regarding
that issue.

(See Exhibit No. 16; *Sand Lake Village Condominium Association, Inc., v. Central Florida Investments, Inc.*, 07-CA-13284[39], July 20, 2009, 98:6-18 [Fla. Cir. Ct.])

Mr. John Smogor
August 10, 2016
Page 7

Mr. Paredes clearly found himself in a very similar situation to that now faced by Mrs. Corredor. Mr. Paredes further testified that Westgate was cutting power to the unit he owned, "creat[ing] a real hardship." *Id.* at 97:1. Mr. Paredes ultimately swapped his unit in Phase 4 for three units in Phases 1 and 2, but only because he "had no other option." *Id.* at 98:23-24. What has happened to Mrs. Corredor has happened before – and will happen again, unless the County holds Westgate responsible for its actions.

Conclusion

Based upon the multiple, material misstatements and omissions by Westgate, and the irreparable injuries that Mrs. Corredor will suffer if construction of the timeshare is allowed to proceed mere inches from her property, Mrs. Corredor hereby respectfully appeals the decision of the DRC approving CDR-16-06-207, the Development Plan for Sand Lake Resort Club / Westgate Lakes Phase 5B (Buildings 60 and 70).

Thank you for your consideration of this matter. We look forward to the opportunity to further present Mrs. Corredor's position to the Orange County Board of County Commissioners. If you should need any additional information or have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "BRENT G. SIEGEL", enclosed within a large, hand-drawn oval.

BRENT G. SIEGEL

BGS/

Enclosures

xc: Mrs. Julieta Corredor
Mr. William Corredor
Mr. Carlos Corredor

**APPROVED MEETING MINUTES
JULY 27, 2016**

CONSENT AGENDA ITEMS / DEVELOPMENT PLAN APPROVALS

CDR-14-07-219 – DISTRICT 4

WAL-MART EAST PD / WAL-MART SUPERCENTER 890-01 – BUILDING ADDITION DP

Plan date stamped "Received July 15, 2016"

CDR-16-05-188 – DISTRICT 4

**INTERNATIONAL CORPORATE PARK PD / PARCEL 26 – LOT 1 – BEACHLINE
CORPORATE CENTER – TRACT B DP**

Plan date stamped "Received July 5, 2016"

DP-16-05-175 – DISTRICT 4

GATORLAND PD / GATORLAND SWAMP BUGGY DP

Plan date stamped "Received July 8, 2016"

CDR-16-06-207 – DISTRICT 1

SAND LAKE RESORT CLUB PD / WESTGATE LAKES RESORT PHASE 5B DP

Plan date stamped "Received July 18, 2016"

DP-16-04-165 – DISTRICT 4

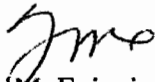
**PROJECT ABC PD / DUKE ENERGY – SHINGLE CREEK SUBSTATION ACCESS DRIVEWAY
DP**

Plan date stamped "Received July 18, 2016"

***MOTION by Carol Hossfield, seconded by Andres Salcedo, TO APPROVE THE CONSENT AGENDA
ITEMS AND RECOGNIZE THAT THE 15-DAY APPEAL PERIOD FOR THESE APPROVALS
SHALL BEGIN JULY 28, 2016.***

MOTION CARRIED.

Respectfully submitted,



Lisette M. Egipciaco
Development Coordinator
Planning Division

**APPROVED MEETING MINUTES
JULY 13, 2016**

**2. CDR-16-06-207 – DISTRICT 1
SAND LAKE RESORT CLUB PD / WESTGATE LAKES RESORT PHASE 5B
(BUILDINGS 60 & 70) DP**

Present for discussion was Erika Hughes. Representing the property owner were Carlos Corredor, William Corredor, and Brent Siegel. Representing Westgate Resorts were David Lenox, Bryon Smith and Alma Smailbegovic. Also present were Joel Prinsell, County Attorney's Office, and Whitney Evers, County Attorney's Office. Sean Bailey, the Project manager, presented the TRG Summary Report to DRC.

(Note: This item was heard after Tab 10).

Staff stated that a revised plan is required to address Zoning's comments:

- 1) Call out exact height from grade to peak of the roof on the elevations, and
- 2) The parking garage that is providing 25% of the parking is about 1/3 of a mile away from this development. Parking must be in close proximity to the use per Section 38-1477.

MOTION by John Smogor (who stepped out of Chair), seconded by Susan McCune, TO APPROVE THE WESTGATE LAKES RESORT PHASE 5B (BUILDINGS 60 & 70) DEVELOPMENT PLAN, subject to the following conditions of approval and subject to submittal and approval of a revised plan, prior to placing this item on the DRC Consent for final approval.

1. Development shall conform to the Sand Lake Resort Club Planned Development; Orange County Board of County Commissioners (BCC) approvals; Westgate Lakes Resort Phase 5B Development Plan dated "**"; and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

**APPROVED MEETING MINUTES
JULY 13, 2016**

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this development plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Approval of this DP shall void the previously approved DP dated "Received September 3, 2015."
7. Applicant shall provide access (ingress and egress) as well as full utilities to the condo parcel as identified on the Development Plan dated " ____ * ____ ".
8. Except as amended, modified, and / or superseded, the following DRC Conditions of Approval, dated October 7, 2015, shall apply:
 - a. ~~Development shall conform to the Planned Development; Orange County Board of County Commissioners (BCC) approvals; Development Plan dated "September 3, 2015"; and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.~~

**APPROVED MEETING MINUTES
JULY 13, 2016**

***7/13/2016: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #1***

- b. ~~This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.~~

***7/13/2016: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #2***

- c. ~~Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.~~

***7/13/2016: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #3***

- d. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this development plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- e. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing wastewater and reclaimed water systems have been designed to support all hydraulically connected development within the PD.
- f. Approval of this DP shall void the previously approved DP dated "Received November 25, 2013."

**APPROVED MEETING MINUTES
JULY 13, 2016**

- g. Length of stay shall not exceed 179 days.
- h. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 (T-C) of the Orange County Code.

MOTION CARRIED.

**3. CDR-16-01-019 – DISTRICT 2
THE HOME DEPOT AT LEE ROAD & I-4 PSP**

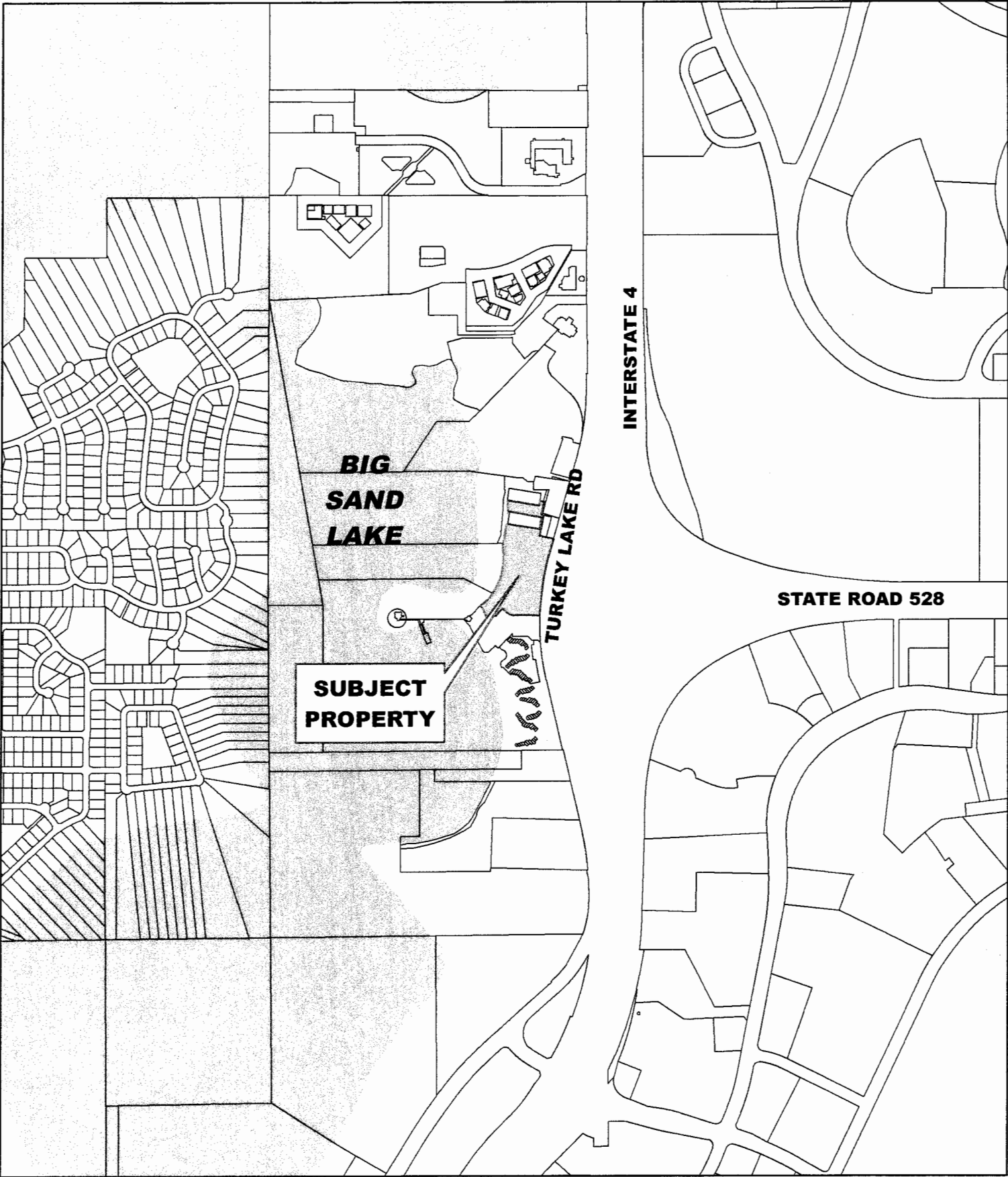
Present for discussion were Tom Sullivan, Bryan Potts, and Sara McGowan. Also present for discussion was Whitney Evers, County Attorney's Office, and Eric Raasch, Planning. Pedro Medina, the Project Manager, presented the TRG Summary Report to the DRC.

This item was continued from the June 22, 2016, DRC Meeting in order for the applicant to meet with Zoning regarding the parking spaces and signage.

During today's meeting, it was stated that the applicant revised the signage to be consistent with Orange County Code; the Zoning Division determined that a waiver from the parking requirements in Chapter 38 may be requested as a waiver for parking had been granted on a previously approved PSP; and, the parking study was revised to include the correct square footage.

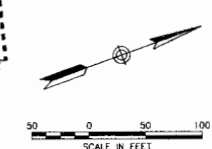
MOTION by Carol Hossfield, seconded by Joe Kunkel, TO RECOMMEND APPROVAL OF A SUBSTANTIAL CHANGE TO THE HOME DEPOT AT LEE ROAD & I-4 PRELIMINARY SUBDIVISION PLAN, subject to the following conditions of approval, including a waiver from Orange County Code.


1. Development shall conform to the The Home Depot at Lee Road & I-4 Preliminary Subdivision Plan dated "Received June 3, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received June 3, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development.



Location Map: Sand Lake Resort Club PD / Westgate Lakes Resort Phase 5B DP

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

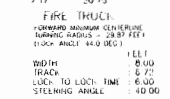
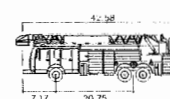


	As per Orange County	06/27/16	JL
	As per Orange County	06/15/16	JL

Engineer
Scientist
Planner
Designer

1. THE BUILDING CONSTRUCTED THIS IS ASSEMBLY HALL TYPE 1 (E22)
2. NFPA CHAPTER 18, TABLE 18-5.2.1 MANUALLY REQUIRED FIRE FIGHTING FLOW FOR FLOOD DURATION IS 100 GPM FOR BUILDINGS: BUILDING TYPE 1 (E22) A LARGEST FLOOD DURATION OF 30 MIN.
3. NFPA CHAPTER 18, SECTION 18-5.5.2 ALLOWS FOR A REDUCTION IN FLOW FOR BUILDINGS WITH FIRE SUPPRESSION, IN THIS BUILDING IS SPRINKLERED, THEREFORE THE ALLOWED FLOW IS 50 GPM. $100 \text{ GPM} \times 0.50 = 50 \text{ GPM}$, AS PER SEC 34-208 OF ORANGE COUNTY CODE OF ORDINANCES MINIMUM REQUIRED FLOW FOR COMMERCIAL INDUSTRIAL IS 100 GPM FOR BUILDINGS OF THIS TYPE.
4. NFPA CHAPTER 18, TABLE 2 NUMBER AND DISTRIBUTION OF FIRE HYDRANTS FLOW BETWEEN 2,000 AND 3,000 GPM + DISBURSE A MINIMUM OF 1,000 GPM PER HYDRANT. THE BUILDING IS LOCATED NOT MORE THAN 100 FEET FROM THE FIRE HYDRANT, THEREFORE THE MINIMUM DISTANCE FROM ROAD FRONTAGE TO A HYDRANT = 225 FEET.
5. FIRE DEPARTMENT ACCESS ROADS SHALL BE PROVIDED SUCH THAT ANY PORTION OF THE FACILITY OR ANY PORTION OF AN EXISTING WALL OF THE FIRST STORY OF THE BUILDING IS LOCATED NOT MORE THAN 100 FEET WHEN BUILDINGS ARE PROTECTED WITH AUTOMATIC FIRE SPRINKLER

1. FIRE ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 30 FEET AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET.
2. FIRE ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE FIRE APPARATUS WITH A MINIMUM HEIGHT OF 41 FEET.
3. FIRE HYDRANTS SHALL BE INSTALLED SO THE DESIGN AND CALCULATION MEET THE REQUIREMENTS OF ANNEX H OF NFPA-1, 2003 EDITION.
4. FIRE DEPARTMENT ACCESS ROADS SHALL BE PROVIDED SUCH THAT ANY PORTION OF THE FACILITY OR ANY PORTION OF AN EXISTING WALL, OR THE EXISTING CURB OR SIDEWALK, SHALL BE WITHIN 10 FEET OF THE FIRE DEPARTMENT ACCESS ROADS IF THE BUILDING IS NOT SPRINKLERED AND 400 FEET WHEN BUILDINGS ARE PROTECTED WITH AUTOMATIC FIRE SPRINKLER SYSTEMS.
5. ALL BUILDINGS CAN BE ACCESSIBLE BY OFFICE VEHICLES IN LESS THAN 45 SECONDS FROM THE CENTER LINE OF DRIVE LANE TO THE REAR PORTION OF BUILDING.



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Orlando, Florida 32801
407 839-4046 • FAX 407 839-4048
Certificate of Authorization Number 3932

Sand Lake Resort

Club PD/Westgate

Lakes Phase 5B

Buildings 60 & 70

Orange County, Florida

Drawing Title _____

Overall Phase 5B

Development Plan

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Score _____

Time _____

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ISSN 0013-790X
 Date: 10/10/2016
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 Project Number: 61051.06

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