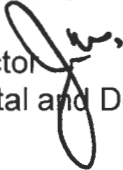




## Interoffice Memorandum

October 24, 2018

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Community, Environmental and Development  
Services Department 

CONTACT PERSON: **Eric Raasch, Interim DRC Chairman**  
**Development Review Committee**  
**Planning Division**  
**(407) 836-5523**

SUBJECT: October 30, 2018 – Public Hearing  
Applicant: Linda Dodge, Orlando Executive Park, LLC  
The Home Depot at Lee Road & I-4 Preliminary Subdivision  
Plan / Case #CDR-18-01-006 / District 2

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of June 27, 2018, to deny a substantial change to the Home Depot at Lee Road & I-4 Preliminary Subdivision Plan (PSP) to remove a BCC condition of approval which, among other things, required the existing billboard to be removed at the termination of the lease agreement (July 13, 2013), at no cost to and without any compensation from Orange County, and with no lease options or extensions permitted (the "Billboard Condition").

As discussed further in this staff report under the "Background" heading, the Billboard Condition, originally adopted by the BCC on September 18, 2001, was renumbered and inadvertently reworded slightly by the staff on August 23, 2016, as part of an unrelated PSP amendment. Originally, the Billboard Condition was numbered condition #3 in 2001, and it was renumbered as condition #14.a. in 2016. The applicant is proposing to delete the last sentence of 2001 condition #3 / 2016 condition #14.a. in order to be able to keep the billboard at Lee Road and I-4.

This item was continued during the July 31, 2018, August 21, 2018, and October 2, 2018, BCC meetings.

In conjunction with the applicant's substantial change request, the applicant's agent, Clear Channel Outdoor, the owner of the billboard at Lee Road and I-4, offered at the October 2, 2018, BCC meeting to enter into a "Compensation Waiver Agreement" with the County involving a different Clear Channel billboard at All American Boulevard west of Forest City Road. Under that proposed Compensation Waiver Agreement, Clear Channel would agree to remove its All American Boulevard billboard at no cost to the County if the BCC, in its sole discretion, approved the Compensation Waiver Agreement

October 30, 2018 – Consent Item

Applicant: Linda Dodge, Orlando Executive Park, LLC

The Home Depot at Lee Road & I-4 Preliminary Subdivision Plan Case #CDR-18-01-006/ District 2

and then the BCC, in its sole discretion, approved the substantial change request allowing the billboard at Lee Road and I-4 to remain. However, Clear Channel's proposed Compensation Waiver Agreement was not part of the BCC's agenda packet at the October 2, 2018, meeting, and had not been submitted to the County for its review prior to the October 2, 2018 BCC meeting.

After the October 2, 2018, BCC meeting, the County Attorney's Office reviewed the proposed Compensation Waiver Agreement submitted by Clear Channel, and made several revisions, including inserting a paragraph requiring Clear Channel to promise to indemnify, defend and hold harmless the County from and against any claims or demands that might be brought against the County by any third party, such as the owner of the underlying parcel on All American Boulevard, relating to the permanent removal of the All American Boulevard billboard or the acquisition (through eminent domain or otherwise) by the County of any land or improvements associated with the All American Blvd. billboard.

Clear Channel informed the County that all the County's revisions were acceptable, except for the indemnification paragraph. As such, Clear Channel has not executed the proposed Compensation Waiver Agreement with the County's changes. Attached is a copy of the Compensation Waiver Agreement, as revised by County (with the indemnification wording).

Instead, on October 22, 2018, Clear Channel executed a proposed Compensation Waiver Agreement, with all the County's changes except the indemnification wording. Also attached is a copy of the proposed Compensation Waiver Agreement executed by Clear Channel.

The required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Article X, Chapter 2, Orange County Code, as may be amended from time to time, and copies of these and the PSP may be found in the Planning Division for further reference.

**ACTION REQUESTED:** If Clear Channel chooses not to execute the County's version of the Compensation Waiver Agreement, **DENY** the substantial change request to remove the Billboard Condition (September 18, 2001, BCC condition of approval #3 / August 23, 2016, BCC condition of approval #14.a.). District 2

**ALTERNATIVE ACTION REQUESTED:**

If Clear Channel executes the County's version of the Compensation Waiver Agreement, (1) **APPROVE** the same Compensation Waiver Agreement; and (2) **APPROVE** the substantial change request to remove the

October 30, 2018 – Consent Item

Applicant: Linda Dodge, Orlando Executive Park, LLC

The Home Depot at Lee Road & I-4 Preliminary Subdivision Plan Case #CDR-18-01-006/ District 2

**Billboard Condition (September 18, 2001 BCC condition of approval #3 / August 23, 2016, BCC condition of approval #14.a.). District 2**

JVW/EPR/lme  
Attachments

**CASE # CDR-18-01-006**

Commission District # 2

## 1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of June 27, 2018, to deny a substantial change to the Home Depot at Lee Road & I-4 Preliminary Subdivision Plan (PSP), to remove the September 18, 2001, BCC Condition of Approval #3, which among other things required the existing billboard to be removed at the termination of the lease agreement (July 13, 2013), with no lease options permitted. The applicant is proposing to delete this condition in order to keep the billboard.

## 2. BACKGROUND

The original PSP proposed a 4-lot subdivision to accommodate a 142,368 square foot Home Depot and the three existing buildings. The PSP was approved by the BCC on September 18, 2001. As part of the approval, the BCC amended one of the conditions regarding the existing billboard to state:

*"Pole signs, billboards, and outdoor storage and display are prohibited. Prior to issuance of the first building permit, the existing pole sign shall be removed at no cost to and without any compensation from Orange County. The existing billboard shall be removed not later than 60 days after the end of the current term of the existing lease agreement (July 13, 2013), at no cost to and without any compensation from Orange County; no lease options or extensions may be exercised."*

Prior to the original PSP approval by the BCC, the applicant sent the County a copy of a letter stating their commitment to not extend the lease agreement beyond the July 31, 2013 termination date and to not enter into another lease.

*NOTE: As a matter of clarification regarding the approved minutes from the BCC, the Home Depot at Lee Road PSP went back to the BCC on August 23, 2016 for a request to subdivide Lot 1 into two lots for a Racetrac service station. Due to a staff error, the condition regarding billboard removal was transposed incorrectly from the September 18, 2001 BCC minutes. Both the 2001, and 2016 BCC conditions are provided at the end of this report for reference (with emphasis added in red).*

*Also, attached to this report is the letter from Claytons' Realty (applicant) from 2001 and the BCC minutes from the September 18, 2001 hearing (emphasis added in red).*

### **3. PROJECT ANALYSIS**

- |                       |   |
|-----------------------|---|
| A. Location:          | North of Lee Road / West of Interstate 4  |
| B. Parcel ID:         | 02-22-29-6304-03-000  |
| C. Total Acres:       | 21.21   |
| D. Water Supply:      | Winter Park   |
| E. Sewer System:      | Winter Park   |
| F. Schools:           | N/A   |
| G. School Population: | N/A   |
| H. Parks:             | N/A   |
| I. Proposed Use:      | Office / Retail / Gas Station with Convenience Store / Billboard  |
| J. Site Data:         | Maximum Building Height: 40' (1-story)<br>Building Setbacks:<br>25' Front<br>10' Side (east)<br>15' Rear<br>20' Side (west) |
| K. Fire Station:      | 41 – 4412 Fairview Avenue   |
| L. Transportation:    | This request will not create any additional trips.  |

### **4. COMPREHENSIVE PLAN**

The subject property has an underlying Future Land Use Map (FLUM) designation of Commercial (C). The proposed land use is consistent with the FLUM designation.

### **5. ZONING**

C-1 & C-2 (Retail Commercial District and General Commercial District)

**6. REQUESTED ACTION:**

Deny the request to remove the September 18, 2001, BCC Condition of Approval #3.

**EXISTING BCC CONDITIONS OF APPROVAL (August 23, 2016)**

1. Development shall conform to the Home Depot at Lee Road & I-4 Preliminary Subdivision Plan dated "Received July 14, 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 July 14, 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 at the public hearing where this development was approved, 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. 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 or approved.
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 Preliminary Subdivision 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.

**DRC Staff Report**  
**Orange County Planning Division**  
**BCC Hearing Date: October 30, 2018**

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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. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
7. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
8. A Mobility analysis is required prior to obtaining building permit for the proposed development.
9. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
10. Pole signs and billboards shall be prohibited. Unless otherwise waived by the Board of County Commissioners, ground signs shall be per the Master Sign Plan, and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
11. Outside sales, storage, and display shall be prohibited.
12. A waiver from Orange County Code Section 38-1476 is granted to allow 389 parking spaces on Lot 1, in lieu of 712 parking spaces.
13. Approval of this Preliminary Subdivision Plan constitutes lot split approval.
14. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 18, 2001, shall apply:

- |  |
|--|
| <ol style="list-style-type: none"><li>a. The existing billboard shall be removed at the termination of the lease agreement (July 13, 2013), with no lease options to be exercised.</li></ol> |
|--|

- b. New development shall conform to the commercial design standards as adopted by the BCC on June 19, 2001.
  - c. The special exception allowing a heliport shall be voided with this PSP.
  - d. A waiver is granted to allow existing landscaping, parking, and setbacks for the existing buildings on Lots 2 and 3.
  - e. A waiver is granted on Lot 4 for existing parking, landscaping, and setbacks within the dedicated, unopened right-of-way for the Diplomat Circle Extension extending along the western boundary of Lot 4 to the northern boundary of Lot 4 until commencement of construction of the Diplomat Circle Extension. Upon redevelopment of Lots 2, 3, or 4, the waivers granted in conditions 7 and 8 shall cease to apply to the redeveloped lot or lots.
15. Storage of semi-trucks shall be prohibited on Lot 2.
16. A knee-wall shall be constructed along Lee Road in front of Lot 2.
17. Canopy structure shall include brick veneer wrap on the base portion of the support columns.

**EXISTING BCC CONDITIONS OF APPROVAL (September 18, 2001)**

- 1. Development shall conform to the Home Depot at Lee Road and Interstate 4 Preliminary Subdivision, dated "Received July 12, 2001," 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 [the applicable laws, ordinances, and regulations] are expressly waived or modified by these conditions, or by action approved by the Board of County Commissioners (BCC), or by action of the BCC.
- 2. Prior to construction plan approval, a master stormwater management plan shall be submitted to the County engineer for review and approval.
- 3. Pole signs, billboards, and outdoor storage and display are prohibited. Prior to issuance of the first building permit, the existing pole sign shall be removed at no cost to and without any compensation from Orange County. The existing billboard shall be removed not later than 60 days after the end of the current term of the existing lease agreement (July 13, 2013), at no cost to and without any compensation from Orange County; no lease options or extensions may be exercised.
- 4. New development shall conform to the commercial design standards as adopted by the BCC on June 19, 2001.
- 5. The special exception allowing a heliport shall be voided with this PSP.
- 6. A waiver is granted for Lot 1 to allow 584 parking spaces in lieu of 712 required parking spaces in order to accommodate the expansion of a Florida Department of



Transportation (FDOT) retention pond for Interstate 4 improvements and to ensure compliance with the Commercial Design Standards Ordinance.

7. A waiver is granted to allow existing landscaping, parking, and setbacks for the existing billboards on Lots 2 and 3.
8. A waiver is granted on Lot 4 for existing parking, landscaping, and setbacks with the dedicated, unopened right-of-way for the Diplomat Circle Extension extending along the western boundary of Lot 4 to the northern boundary of Lot 4 until commencement of construction of the Diplomat Circle Extension. Upon redevelopment of Lots 2, 3, or 4, the waivers granted in conditions 7 and 8 shall cease to apply to the redeveloped lot or lots.
9. The six-foot (6') wall along the west boundary shall be masonry block with a stucco finish on both sides.

**7. ALTERNATIVE ACTION:**

Approve the substantial change request to remove September 18, 2001 BCC Condition of Approval #3 and approve the associated Compensation Waiver Agreement.

## *Claytons' Realty*

REALTORS  
611 WYMORE ROAD  
WINTER PARK, FLORIDA 32789  
(407) 644-6200 FAX (407) 644-8646

May 29, 2001

Ms. Tina Demostene  
Senior Planner  
Orange County Planning  
201 S. Rosalind Avenue  
Second Floor  
Orlando, FL 32802-1393

RE: Home Depot Preliminary Subdivision Plan  
Northwest Corner of Lee Road and I-4

Dear Ms. Demostene:

Pursuant to the Condition for Approval of the Home Depot at Lee road and I-4 Preliminary Subdivision Plan, I have enclosed a copy of our letter to Eller Media notifying them that we will not renew our Lease Agreement beyond its termination date of July 31, 2013.

I have also enclosed a copy of the certified mail return receipt showing that Eller Media has received the original of the enclosed letter.

I appreciate your continued attention to this matter and should you have any questions, please feel free to call me at (407) 644-6200.

Sincerely,



W. Malcolm Clayton

## *Claytons' Realty*

REALTORS  
611 WYMORE ROAD  
WINTER PARK, FLORIDA 32789  
(407) 644-6200 FAX (407) 644-0646

VIA CERTIFIED MAIL  
# 7099 3400 0000 1854 6750

May 18, 2001

Mr. Bryan Parker  
President and General Manager  
Eller Media  
5333 Old Winter Garden Road  
Orlando, FL 32811

RE: Lease Agreement # 14257 Dated June 29, 1993

Dear Bryan:

As you know, we are in the process of requesting the approval of a preliminary subdivision plan to provide for the sale of a portion of the Orlando Executive Park to Home Depot. As part of this process we have agreed to a condition of approval from Orange County that the existing Eller Media billboard at the northeast corner of the site be removed upon the expiration of our Lease Agreement on July 31, 2013.

This letter is to serve as notification that pending approval of the Preliminary Subdivision Plan by the Orange County Board of County Commissioners, the Lessor will not extend the above referenced Lease Agreement beyond its termination date of July 31, 2013, nor will the Lessor enter into any new Lease Agreement for the billboard at that location.

I appreciate your consideration in this matter and should you have any questions please feel free to contact me.

Sincerely,



W. Malcolm Clayton

2. The uses listed on the amended land use plan shall be permitted only if related to the operation of Valencia Community College.
3. Billboards and pole signs shall be prohibited. All other signs shall comply with the Orange County Sign Regulations. A master sign plan shall be submitted to and approved by the Planning and Zoning Division prior to approval of construction plans.
4. Master water and wastewater plans including preliminary calculations shall be approved prior to approval of construction plans.
5. Communication towers shall be considered a permitted use. However, specific tower locations are not approved with this plan and shall require development plan approval. All towers shall comply with Section 38-1427, Orange County Code. Any variances from these regulations shall be processed through the Board of Zoning Adjustment.

**PRELIMINARY SUBDIVISION PLAN (PSP) PUBLIC HEARING THE HOME DEPOT AT LEE ROAD AND I-4 PSP, DISTRICT 2**

Notice was given that the Board of County Commissioners would hold a public hearing to consider The Home Depot at Lee Road and I-4 Preliminary Subdivision Plan, submitted in accordance with Chapter 65-2015, Laws of Florida, and Article VI of the Orange County Subdivision Regulations; on property generally located west of Interstate 4, north of Lee Road; District 2; Section 2, Township 22, Range 29; Orange County, Florida (the legal property description is on file).

**Staff Report**

Staff reviewed the request and the Development Review Committee's recommendation of approval subject to conditions.

**Appearances**

The following persons addressed the Board regarding the plan:

- Charles W. Clayton, Jr. (no address given).
- Kevin Workman, 1755 The Exchange, Atlanta Georgia; for the developer.

## BCC MINUTES FROM SEPTEMBER 18, 2001

September 18, 2001

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- Kenneth M. Clayton, Esquire; Clayton & McCulloh P.A.; 1065 Maitland Center, Maitland, Florida.
- Daryl Nelson (no address given).
- Cathy Wickman, 5325 Alloway Street, Orlando, Florida.
- Danny Maxy (no address given).
- Merrill Brick (no address given).

### Discussion

The County Chairman closed the public hearing and opened the matter for Board discussion.

### Action

Upon a motion by Commissioner Sindler, seconded by Commissioner Johnson, and carried with all members present and voting AYE by voice vote, the Board approved The Home Depot at Lee Road and I-4 Preliminary Subdivision Plan (PSP) on the above-described property, subject to the following conditions:

1. Development shall conform to The Home Depot at Lee Road and Interstate 4 Preliminary Subdivision, dated "Received July 12, 2001," 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 [the applicable laws, ordinances, and regulations] are expressly waived or modified by these conditions, or by action approved by the Board of County Commissioners (BCC), or by action of the BCC.

Preliminary Subdivision Plan approval automatically expires on September 18, 2002, in accordance with the Orange County Subdivision Regulations as amended.

- \* 2. Prior to construction plan approval, a master stormwater management plan shall be submitted to the County engineer for review and approval.

- Need confirmation from Engineering thru developer.

September 18, 2001

Page 584

(Emphasis added with red underline)

**BCC MINUTES FROM SEPTEMBER 18, 2001**

September 18, 2001

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*Need confirmation by demo permit being finalized & letter from developer.*

X 3. Pole signs, billboards, and outdoor storage and display are prohibited. Prior to the first building permit, the existing pole sign shall be removed. The existing billboard shall be removed at the termination of the lease agreement (July 13, 2013), with no lease options to be exercised.

4. New development shall conform to the commercial design standards as adopted by the BCC on June 19, 2001.

5. The special exception allowing a heliport shall be voided with this PSP.

X 6. A waiver is granted for Lot 1 to allow 584 parking spaces in lieu of 712 required parking spaces in order to accommodate the expansion of a Florida Department of Transportation (FDOT) retention pond for Interstate 4 improvements and to ensure compliance with the Commercial Design Standards Ordinance.

7. A waiver is granted to allow existing landscaping, parking, and setbacks for the existing buildings on Lots 2 and 3.

8. A waiver is granted on Lot 4 for existing parking, landscaping, and setbacks within the dedicated, unopened right-of-way for the Diplomat Circle Extension extending along the western boundary of Lot 4 to the northern boundary of Lot 4 until commencement of construction of the Diplomat Circle Extension. Upon redevelopment of Lots 2, 3, or 4, the waivers granted in conditions 7 and 8 shall cease to apply to the redeveloped lot or lots.

As amended below.

**Action**

Upon a motion by Commissioner Jacobs, seconded by Commissioner Hartage, and carried with County Chairman Crotty, and Commissioners Jacobs, Sindler, Johnson, Edwards, and Hartage voting AYE by voice vote; Commissioner Hoenstine voting NO by voice vote; the Board amended the main motion to add the following condition:

September 18, 2001

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**(Emphasis added with red underline)**

- \* - The six-foot (6') wall along the west boundary shall be masonry block with a stucco finish on both sides;

\* and further, revised Condition 3 to read as follows: Pole signs, billboards, and outdoor storage and display are prohibited. Prior to issuance of the first building permit, the existing pole sign shall be removed at no cost to and without any compensation from Orange County. The existing billboard shall be removed not later than 60 days after the end of the current term of the existing lease agreement (July 13, 2013), at no cost to and without any compensation from Orange County; no lease options or extensions may be exercised; as amended below.

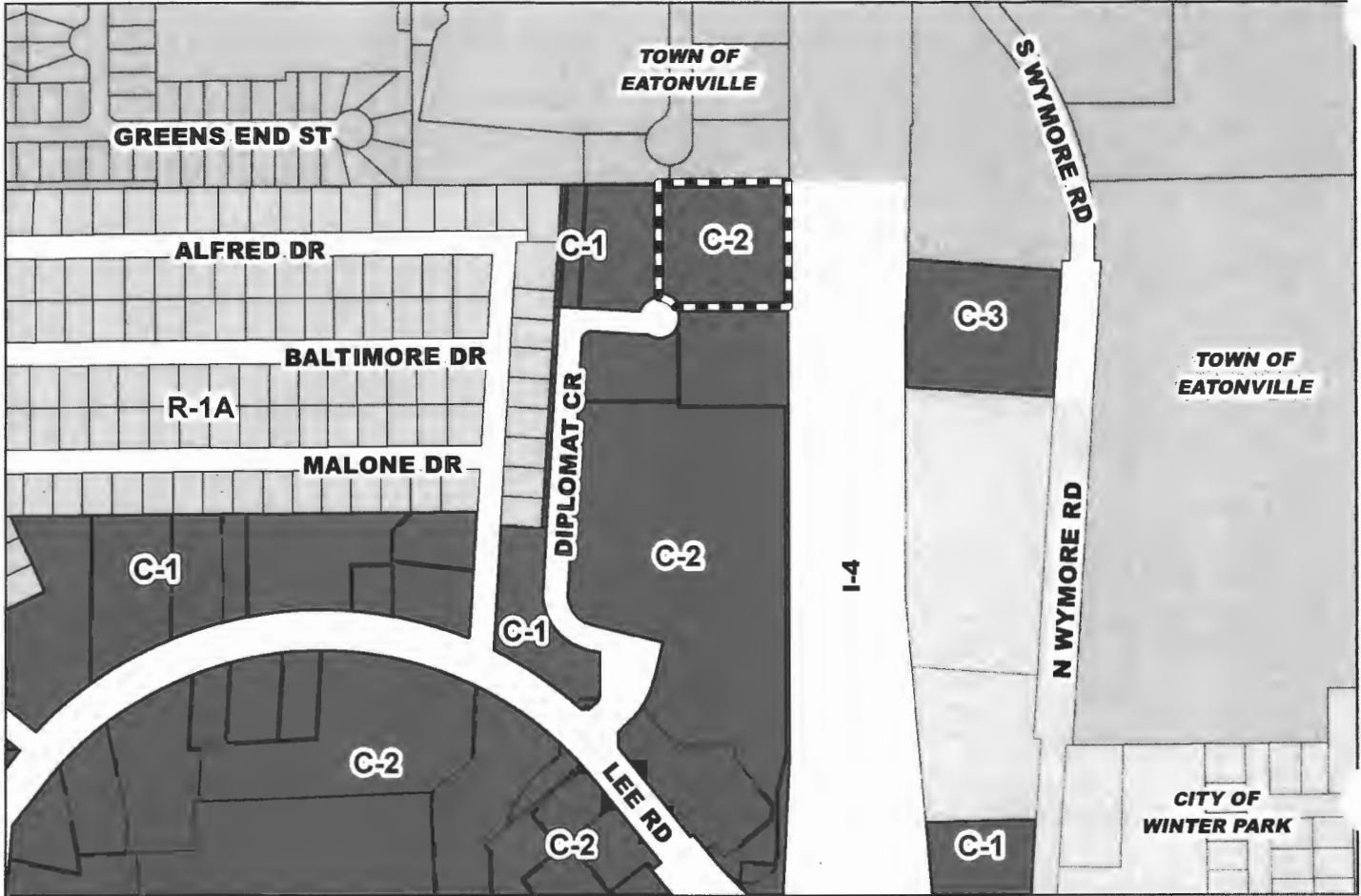
**Action**

A motion by Commissioner Hoenstine, seconded by Commissioner Edwards, with Commissioners Hoenstine and Edwards voting AYE by voice vote; County Chairman Crotty and Commissioners Jacobs, Sindler, Johnson, and Hartage voting NO by voice vote; to amend the above motion revising proposed Condition 3 to read as follows: "Pole signs, billboards, and outdoor storage and display are prohibited. Prior to the first building permit, the existing pole sign shall be removed"; failed.

**MEETING ADJOURNED**

The County Chairman adjourned the Board of County Commissioners meeting and convened as the Orange County Library District Governing Board. The following were present:

- County Chairman Richard Crotty
- Commissioners Teresa Jacobs, Bob Sindler, Mary I. Johnson, Clarence Hoenstine, Ted Edwards, and Homer Hartage
- City of Orlando Commissioner Patty Sheehan
- County Administrator Ajit Lalchandani
- County Attorney Tom Wilkes
- Deputy Clerk Rosilyn Stapleton



 Subject Property



★ Subject Property

### Zoning Map

**ZONING:** C-2 (General Commercial District)

**APPLICANT:** Linda Dodge  
Orlando Executive Park, LLC

**LOCATION:** North of Lee Road /  
West of Interstate 4

**TRACT SIZE:** 2.38 gross acres

**DISTRICT:** 2

**S/T/R:** 02/22/29

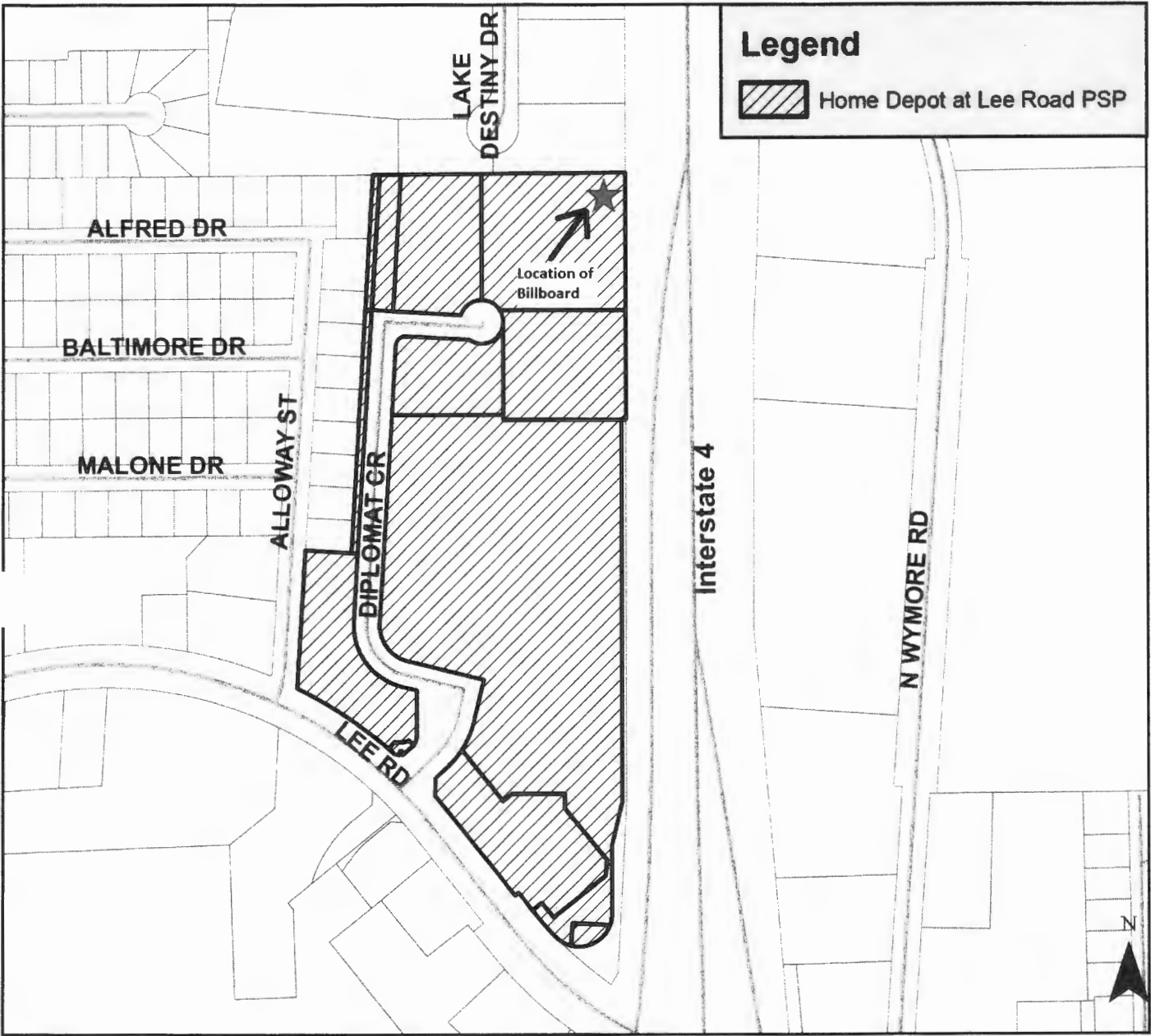
1 inch = 443 feet





Location Map

CDR-18-01-006



## SITE DATA

PROPERTY LOCATION: 5351 DIPLOMAT CIR,  
PARCEL ID: 02-22-29-6304-01-000  
LOCAL MUNICIPALITY: ORANGE COUNTY  
FUTURE LAND USE: COMMERCIAL  
CURRENT ZONING: RETAIL COMMERCIAL (C-1 & C-2)  
PROPOSED USE: GAS STATION WITH CONVENIENCE STORE  
TOTAL OVERALL PARCEL AREA: 21.21 AC  
PROJECT AREA: 1.65 AC  
PROPOSED FAR: .076  
OPEN SPACE: 20%

BUILDING SETBACKS  
FRONT (SOUTH) 25' FROM PL OR 70' FROM LEE RD, CL  
SIDE (EAST) 10'  
SIDE (WEST) 20'  
REAR (NORTH) 15'

LANDSCAPE BUFFERS  
FRONT (SOUTH) 10'  
SIDE (EAST) 0'  
SIDE (WEST) 10'  
REAR (NORTH) 10'

BUILDING HEIGHT  
MAXIMUM 40' ONE STORY

PHASING  
ONE PHASE

SOILS  
SOIL NUMBER NAME USDA TEXTURE HYDROLOGIC GROUP  
50 URBAN LAND COMPLEX C

SOILS DATA FROM USDA NRCS ONLINE SOILS SURVEY DATED SEPTEMBER 21, 2014

FLOOD ZONE  
THE SITE IS LOCATED IN FLOOD ZONE X, NOT A SPECIAL FLOOD AREA, PER FEMA F.I.R.M. PANEL 12095C0235 F, DATED SEPTEMBER 25, 2009, ORANGE COUNTY, FLORIDA.

WETLANDS  
THERE ARE NO WETLANDS LOCATED ON THIS SITE.


SIGNAGE  
THE SIGNAGE WILL BE CONSISTENT WITH THE DESIGN GUIDELINES SET FORTH IN THE ORANGE COUNTY SIGN ORDINANCE, CHAPTER 31.5-15. THE FACIA SIGNAGE FOR THE EXISTING DEVELOPMENT AN LOTS 2,3, AND 4 MAY REMAIN AS CURRENTLY EXISTING.

LANDSCAPE  
FINAL LANDSCAPING PLANS WILL BE SUBMITTED WITH CONSTRUCTION PLANS AND WILL COMPLY WITH CHAPTER 24 OF THE ORANGE COUNTY CODE.

STORMWATER MANAGEMENT  
STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH ORANGE COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

VEGETATION  
THE SITE IS CURRENTLY A PARKING LOT.


SCHOOLS  
NO PUBLIC PARK OR SCHOOL SITES ARE PROPOSED OR REQUIRED

DEVELOPMENT AREAS  
HOME DEPOT BEFORE AFTER  
TOTAL BUILDING AREA 127,867 SF. 127,867 SF.   
ACREAGE 11.65 AC 9.99 AC  
FAR 0.28 0.33  
OPEN SPACE 21.5% 20.3%

LOTS 2, 3 AND 4  
TOTAL BUILDING AREA 98,475 SF.  
TOTAL ACREAGE 5.89 AC  
FAR 0.38

RACE TRAC  
TOTAL BUILDING AREA 5,600 SF.  
ACREAGE 1.65 AC  
FAR 0.076

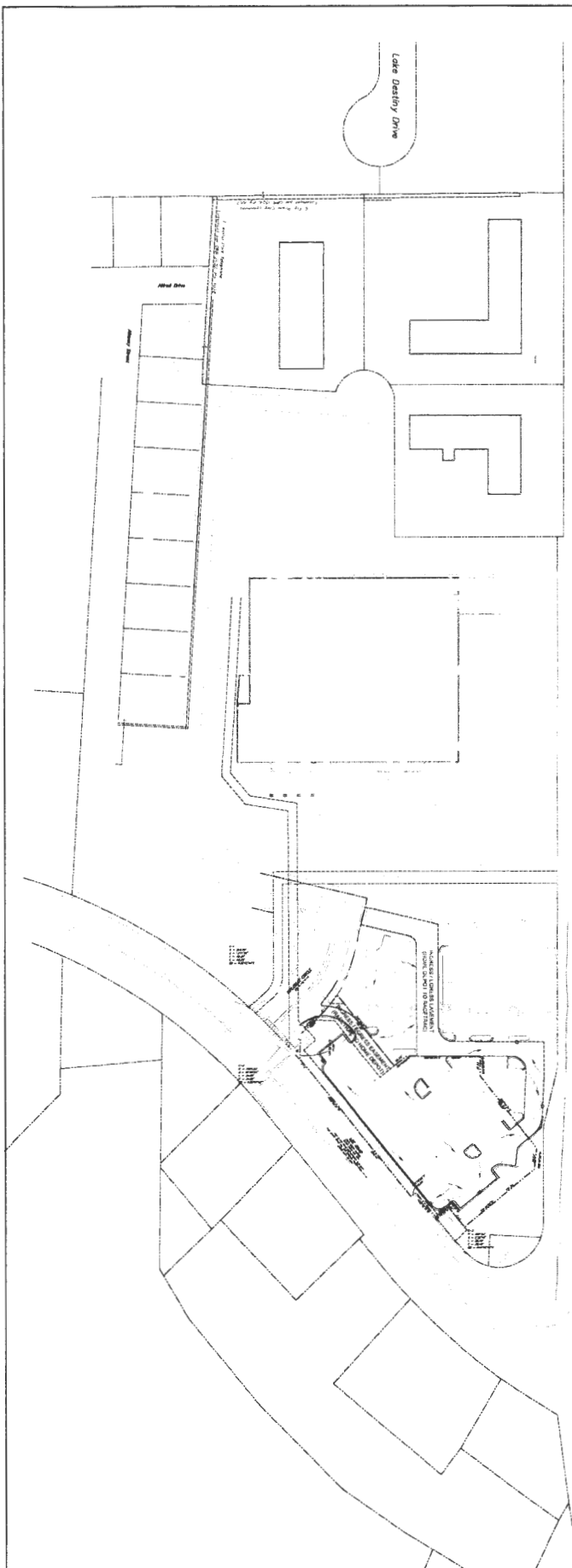
UTILITY PROVIDERS  
WATER CITY OF WINTER PARK  
SEWER CITY OF WINTER PARK  
ELECTRIC DUKE ENERGY  
TELEPHONE CENTURYLINK

TRAFFIC  
EXISTING  
HOME DEPOT (127,867 SF) 4.482 ADT   
LOTS 2, 3, AND 4 (98,475 SF) 1.312 ADT  
THE DATA IS BASED ON THE ITE GENERATION REPORT, 6TH EDITION.

PROPOSED  
RACETRAC (5,600 SF) 4.736 ADT  
THE DATA IS BASED ON THE ITE GENERATION REPORT, 7TH EDITION.

PARKING  
ON JULY 12, 2016 TRAFFIC MOBILITY CONSULTANTS PERFORMED A PARKING STUDY AND CONCLUDED THAT 2.3 SPACES/1000 SF WAS ADEQUATE PARKING FOR THIS SITE. WE ARE PROVIDING 3.04 SPACES/1000 SF.

PEDESTRIAN ACCESS WILL BE PROVIDED TO THE ROW.



**PROJECT INFORMATION**

PROJECT NO. 1188-LEE  
 PROJECT NAME: RACETRAC #1188-LEE ROAD  
 PROJECT LOCATION: 5351 DIPLOMAT CIR., ORANGE COUNTY, FL 32825  
 PROJECT OWNER: RACETRAC PETROLEUM, INC.  
 PROJECT ARCHITECT: TANNATH DESIGN, INC.  
 PROJECT ENGINEER: BRYAN R. POTTS, P.E.  
 PROJECT DATE: 12/15/15

**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE, FLORIDA ELECTRICAL CODE, AND FLORIDA MECHANICAL CODE.

2. THE SITE PLAN SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.

3. THE SITE PLAN SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.

4. THE SITE PLAN SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.

5. THE SITE PLAN SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.

**EXISTING CONDITIONS**

EXISTING LOT AREA: 1.1 AC  
 EXISTING LOT DIMENSIONS: 110' x 110'  
 EXISTING LOT AREA: 1.1 AC  
 EXISTING LOT DIMENSIONS: 110' x 110'

**PROPOSED CONDITIONS**

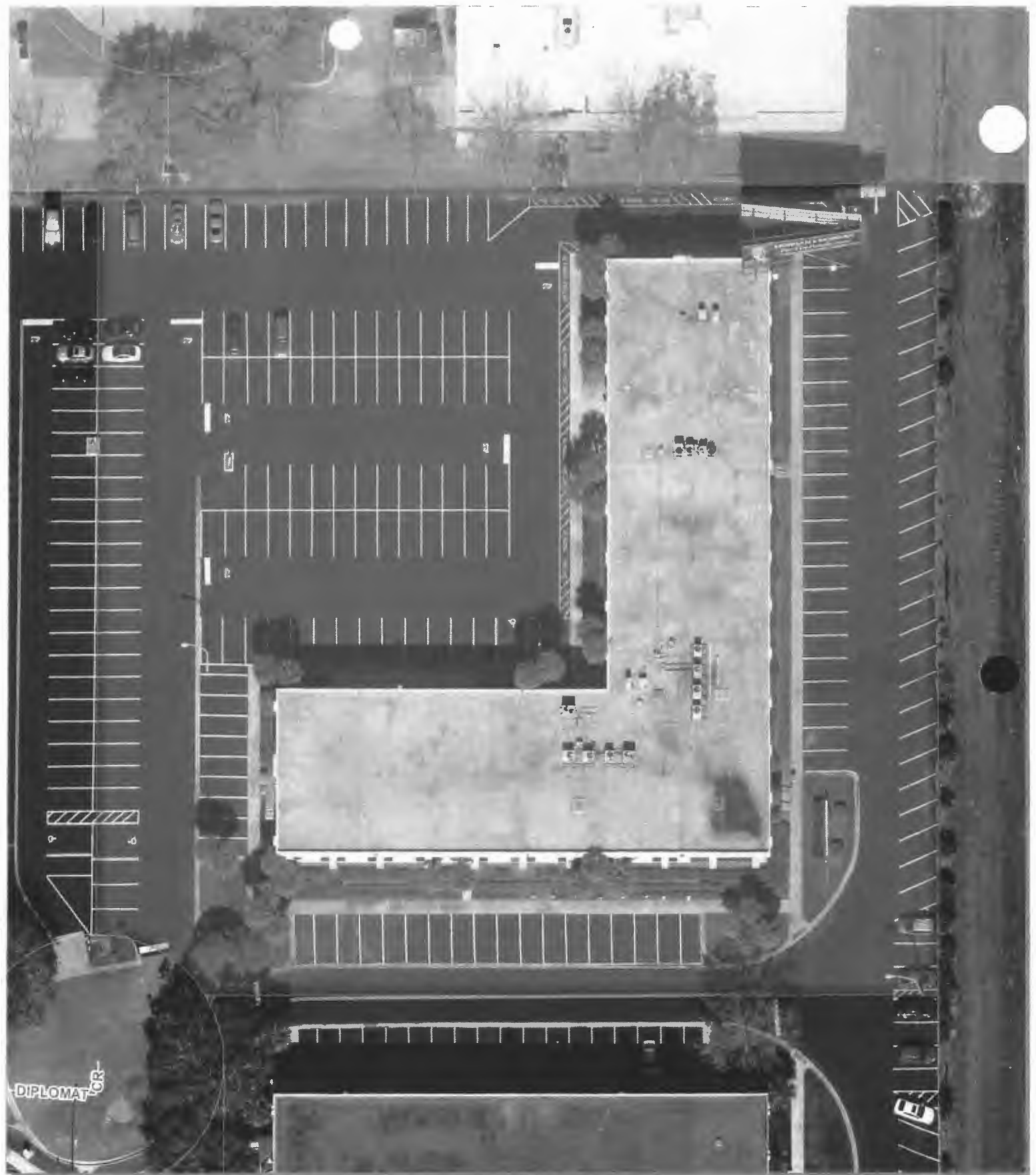
PROPOSED LOT AREA: 1.1 AC  
 PROPOSED LOT DIMENSIONS: 110' x 110'  
 PROPOSED LOT AREA: 1.1 AC  
 PROPOSED LOT DIMENSIONS: 110' x 110'

**PROPOSED CONDITIONS**

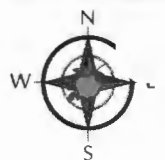
PROPOSED LOT AREA: 1.1 AC  
 PROPOSED LOT DIMENSIONS: 110' x 110'  
 PROPOSED LOT AREA: 1.1 AC  
 PROPOSED LOT DIMENSIONS: 110' x 110'



<b>SITE PLAN</b> <b>RACETRAC #1188-LEE ROAD</b> 5351 DIPLOMAT CIR. ORLANDO, FL ORANGE COUNTY			THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.		TANNATH DESIGN, INC. 2004 ROSE SPRING DRIVE ORLANDO, FL 32825 (407) 208-1425 (407) 208-1425 fax www.tannathdesign.com FL CERT. OF AUTH. 027188	BRYAN R. POTTS, P.E. FL REG. #50481 DATE:	<table border="1"> <tr> <th>NO.</th> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMITTING</td> <td>BRP</td> <td>12/15/15</td> </tr> <tr> <td>2</td> <td>REVISIONS</td> <td></td> <td></td> </tr> </table>	NO.	REVISIONS	BY	DATE	1	ISSUED FOR PERMITTING	BRP	12/15/15	2	REVISIONS		
NO.	REVISIONS	BY	DATE																
1	ISSUED FOR PERMITTING	BRP	12/15/15																
2	REVISIONS																		



## The Home Depot at Lee Road and I-4 PSP



1 : 600  
1 in : 50 ft

Parcels



Subject Property

Jurisdiction

Hydrology

**ORANGE COUNTY'S VERSION OF COMPENSATION WAIVER AGREEMENT**

# **COMPENSATION WAIVER AGREEMENT**

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**Orange County, Florida  
Clear Channel Outdoor, Inc.**

**This Compensation Waiver Agreement** ("Agreement") is entered into as of October \_\_, 2018, between Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") and Clear Channel Outdoor, Inc., a corporation organized and operating under the laws of the State of Delaware ("Clear Channel").

## **RECITALS**

1. On September 18, 2001, the Orange County Board of County Commissioners ("Board") approved the Home Depot at Lee Road and I-4 Preliminary Subdivision Plan (the "PSP") with conditions of approval, including Condition No. 3 that required a billboard then existing and now owned by Clear Channel (the "I-4 Billboard") to "be removed" at the end of the term of its then-existing lease agreement, which was June 13, 2013, all at no cost to the County and without compensation from the County to Clear Channel.
2. The I-4 Billboard was not removed at the end of its then-existing lease term and is still standing on the property that is subject to the PSP and its conditions, including Condition No. 3.
3. The County has notified Clear Channel that it is exercising or will exercise its power of eminent domain to take property necessary to widen All American Boulevard west of Forest City Road. The taking of property for the road widening will require another Clear Channel billboard (the "All American Blvd. Billboard") to be taken down from its current location at Tax Parcel ID #33-21-29-2823-00-010, the site of a mini-storage business, and relocated on the same parcel away from the to-be-widened right-of-way for the road.
4. There is disagreement between the County and Clear Channel on whether compensation to Clear Channel will be required if the County elects to enforce Condition No. 3 against the I-4 Billboard. Clear Channel believes compensation will be required under Section 70.20 of Florida Statutes and other applicable provisions of state and federal law, but the County believes no compensation will be required under such law.
5. There is no disagreement about compensation for the removal and relocation of the All American Blvd. Billboard in connection with the widening of All American Boulevard. Both parties concede that compensation to Clear Channel will be required by applicable law.
6. The County and Clear Channel have an amicable relationship and a willingness to work for compromise on issues such as now exist for the I-4 Billboard and the All American Blvd. Billboard. In an effort to maintain the cooperative spirit and working relationship between them, the two parties intend now to enter into this Agreement.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Waiver of Fees and Costs; Waiver of Right to Relocate; Indemnification.**

(a) **Waiver of fees and costs.** Clear Channel hereby waives all rights it has to compensation from the County in connection with the County's exercise of eminent domain for the current widening of All American Boulevard and the related removal of the All American Blvd. Billboard. The compensation waived includes damages of all types, attorneys' fees, costs and all other amounts that would be payable by the County in its exercise of eminent domain for the widening of the road.

(b) **Waiver of right to relocate.** Clear Channel hereby further waives all right it has to relocate its All American Blvd. Billboard, as provided herein, in connection with the County's exercise of eminent domain for the current widening of All American Boulevard and the related removal of the All American Blvd. Billboard. Clear Channel shall remove the All American Blvd. Billboard within sixty (60) days after Section 1 takes effect. Prior to removing the All American Blvd. Billboard, Clear Channel agrees to exercise its option to terminate the lease agreement with the owner of Tax Parcel ID #33-21-29-2823-00-010. Upon the removal of the All American Blvd. Billboard from its current location, neither Clear Channel nor any subsidiary or affiliate of Clear Channel shall replace the billboard at the subject parcel or at the abutting parcel to the east (Tax Parcel ID #33-21-29-2823-00-020, the site of a 7-Eleven business). Accordingly, Clear Channel, for itself and any subsidiary or affiliate, hereby waives its right to apply for state and local permits to replace the billboard at either of those two locations.

(c) **Indemnification, defend and hold harmless.** Clear Channel hereby further agrees to indemnify, defend, and hold harmless the County from and against any and all claims or demands that may be brought or raised against the County by any third party, including Personal Mini Storage Forest City Road, Inc., the owner of Tax Parcel ID #33-21-29-2823-00-010 (the "Personal Mini-Storage Parcel"), for compensation or damages of any type, attorneys' fees, and costs relating to: (i) the permanent removal by Clear Channel of the All American Blvd. Billboard and the inability to replace the All American Blvd. Billboard; or (ii) the acquisition (through eminent domain or otherwise) by the County of any land or site improvements on the Personal Mini-Storage Parcel associated with the All American Blvd. Billboard.

**Section 2. Effective Date.** All parts of this Agreement other than Section 1 shall take effect as of the date above. Section 1 shall take effect immediately upon, but only upon (i) approval by the Board of a substantial change to the Board's 2001 approval of the preliminary subdivision plan to remove the last sentence in Condition No. 3 for the PSP (such that the I-4 Billboard is allowed to remain in place) *and* (ii) the appeal period for the approved substantial change having expired without an appeal having been filed by any party *or* an appeal having been filed by any party and the last court to review the Board's decision upholds the substantial change to Condition No. 3.

**Section 3. Settlement Agreement Otherwise Unaffected.** Other than as expressly stated in this Agreement, no other part of a settlement agreement, however denominated, that has been or will be entered into by the County and Clear Channel in connection with the pending widening of All American Boulevard is affected by this Agreement.

**Section 4. No "Contract Zoning."** Nothing in this Agreement compels the Board to grant a substantial change to Condition No. 3 as described in Section 2, above. The Board has full and unimpeded power and discretion to grant or deny such a substantial change to Condition No. 3 as it may choose. Nothing in this Agreement constitutes a contract duty or obligation to exercise a governmental power in a certain way.

**Section 5. Termination Dates.**

(a) If and when the Board grants the substantial change described in Section 2, above, this Agreement shall remain in effect and shall not terminate, and the waivers and agreements in Section 1 shall be permanent. However, if, after the substantial change is granted, an appeal of the Board's decision is initiated by any person or entity, and if the appeal results in the granted substantial change being overturned such that the last sentence of Condition No. 3 reverts to being fully effective, Clear Channel shall have the option to terminate this Agreement at any time and to obtain full compensation in connection with its removal and relocation of the All American Blvd. Billboard.

(b) If and when the Board votes to deny the substantial change described in Section 2, this Agreement shall stand terminated effective as of the vote to deny.

(c) If as of midnight on October 30, 2018, the Board has taken no action on the substantial change described in Section 2, this Agreement shall terminate.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs

Orange County Mayor

Attest: Phil Diamond, CPA, as  
Clerk to the Board of County Commissioners

By: \_\_\_\_\_

Name: \_\_\_\_\_

Deputy Clerk



**CLEAR CHANNEL OUTDOOR, INC.**

By: \_\_\_\_\_  
Craig Swygert  
President, Central Florida

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Craig Swygert, President, Central Florida, of Clear Channel Outdoor, Inc., who is known by me to be the person described herein and who executed the foregoing, this \_\_\_\_ day of October, 2018. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of October, 2018.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CLEAR CHANNEL'S VERSION OF COMPENSATION WAIVER AGREEMENT**

# **COMPENSATION WAIVER AGREEMENT**

---

**Orange County, Florida  
Clear Channel Outdoor, Inc.**

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(b) If and when the Board votes to deny the substantial change described in Section 2, this Agreement shall stand terminated effective as of the vote to deny.

(c) If as of midnight on October 30, 2018, the Board has taken no action on the substantial change described in Section 2, this Agreement shall terminate.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

Attest: Phil Diamond, CPA, as  
Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy Clerk

Clear Channel Outdoor, Inc.

By: Craig Swygert  
Craig Swygert  
President, Central Florida

WITNESSES:

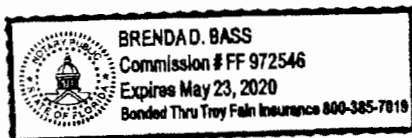
Meridith McKinnon Meredith McKinnon  
Print Name:

Caroline Letchworth  
Print Name:

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Craig Swygert, President, Central Florida, of Clear Channel Outdoor, Inc., who is known by me to be the person described herein and who executed the foregoing, this 22<sup>nd</sup> day of October, 2018. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 22<sup>nd</sup> day of October, 2018.



Brenda D. Bass  
Notary Public  
Print Name: Brenda D. Bass  
My Commission Expires: May 23, 2020