



Interoffice Memorandum

DATE: October 4, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616**

SUBJECT: October 18, 2016 – Public Hearing
Appellant: Brent G. Siegel for Julieta Corredor
Applicant: Central Florida Investments, Inc.
Sand Lake Resort Club PD / Westgate Lakes Phase 5B DP –
Development Review Committee Appeal - Case # CDR-16-
06-207

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from July 27, 2016, to approve the Sand Lake Resort Club PD / Westgate Lakes Resort Phase 5B Development Plan for 161 resort residential / timeshare units.

A copy of the appellant's letter is attached.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

ACTION REQUESTED: Uphold the July 27, 2016 decision of the Development Review Committee to approve the Sand Lake Resort Club PD / Westgate Lakes Phase 5B DP, subject to the conditions of approval listed in the staff report. District 1

JVW/JS/epr
Attachments

CASE # CDR-16-06-207

Commission District # 1

1. REQUEST

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from July 27, 2016, to approve the Sand Lake Resort Club PD / Westgate Lakes Resort Phase 5B Development Plan for 161 resort residential / timeshare units.

This project includes two (2) eight-story towers with 160 resort rental / timeshare units and one (1) condo parcel (PID 11-24-28-7806-11-253) to include one (1) freestanding resort rental / timeshare unit.

The appellant, Brent G. Siegel for Julieta Corredor, has appealed the DRC decision *"because of the numerous material misstatements Westgate Lakes, LLC, Central Florida Investments, Inc. (collectively "Westgate"), and their agent 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."*

The appellant's original appeal letter dated August 10, 2016 and supplemental appeal letter dated September 6, 2016 are attached to this report as backup.

DRC recommended approval of the plan on July 13, 2016, subject to submittal and approval of a revised plan, which was received by staff on July 18, 2016 and approved by staff on July 25, 2016. The plan was then approved by DRC on the consent agenda on July 27, 2016.

2. PROJECT ANALYSIS

- | | |
|------------------|--|
| A. Location: | South of West Sand Lake Road / West of Turkey Lake Road |
| B. Parcel ID: | 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) |
| C. Total Acres: | 9.91 |
| D. Water Supply: | Orange County Utilities |
| E. Sewer System: | Orange County Utilities |
| F. Schools: | N/A |

- G. Parks: N/A
- H. Use: 161 Resort Rental / Timeshare Units
- I. Site Data: Maximum Building Height: 100' (10-stories)
Building Setbacks:
40' Turkey Lake Road ROW
50' NHWE
25' Side
25' PD Perimeter
- J. Fire Station: 54 – 6500 Central Florida Parkway
- K. Transportation: 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 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.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Medium Density Residential (MDR) and it is zoned PD (Sand Lake Resort Club PD). The Sand Lake Resort Club PD was approved prior to the 1991 adoption of the County's first Future Land Use Map (FLUM). Per Future Land Use policy FLU8.1.5, the location of Planned Developments (PDs) within the Urban Service Area that have been approved as of the date of adoption of the 1991 CPP shall be considered consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Sand Lake Resort Club PD)

5. REQUESTED ACTION:

Uphold the July 27, 2016 decision of the Development Review Committee to approve the Sand Lake Resort Club PD / Westgate Lakes Resort Phase 5B Development Plan, subject to the following conditions:

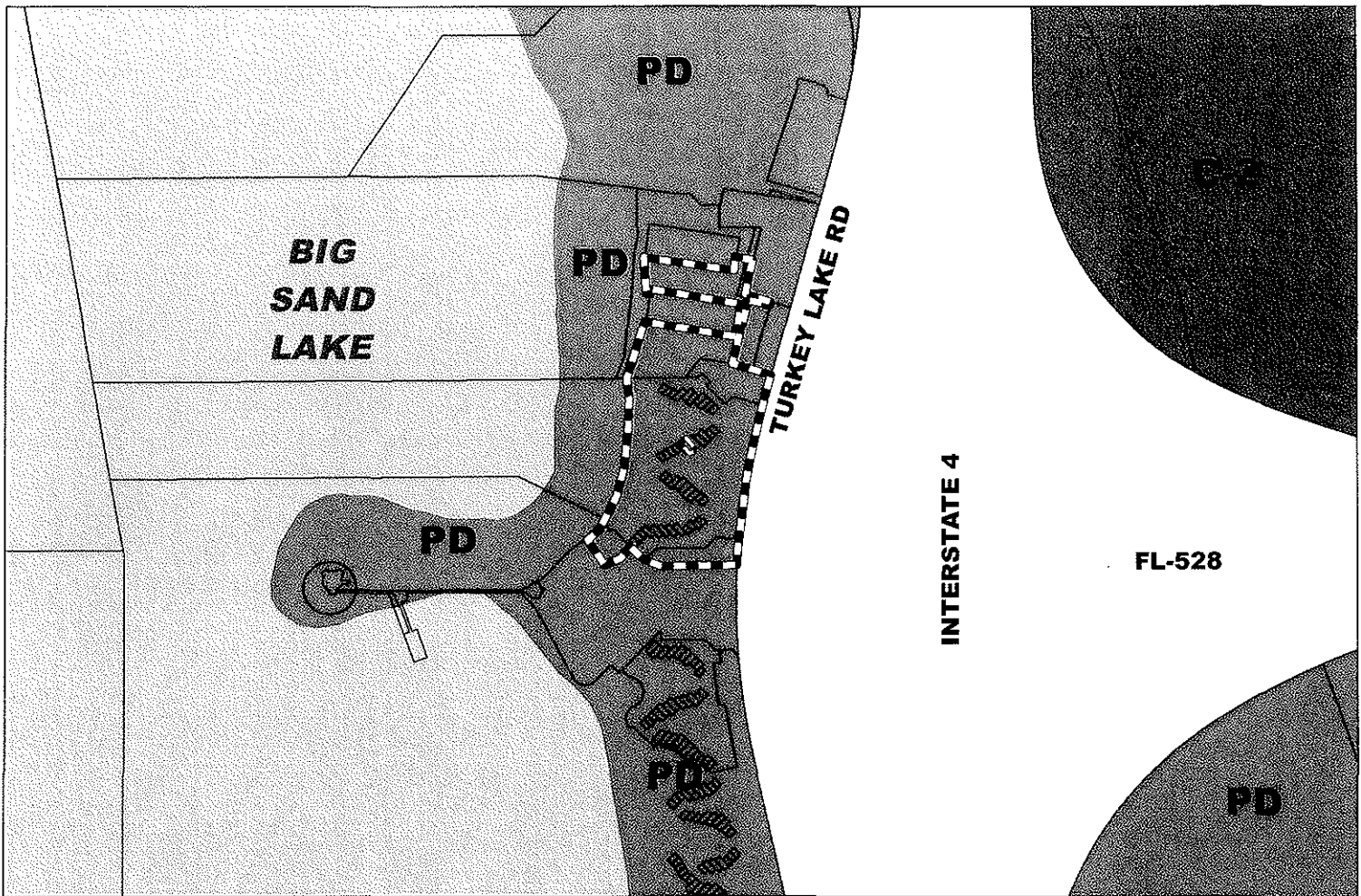
1. Development shall conform to the Sand Lake Resort Club Planned Development; Orange County Board of County Commissioners (BCC) approvals; Westgate Lakes Resort Phase 5B Development Plan dated "Received July 18, 2016"; and to the conditions of approval listed below. Development based upon this approval 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.

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.
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 "Received July 18, 2016".
8. Except as amended, modified, and / or superseded, the following DRC Conditions of Approval, dated October 7, 2015, shall apply:
 - a. 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.
 - b. 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.
 - c. Approval of this DP shall void the previously approved DP dated "Received November 25, 2013."
 - d. Length of stay shall not exceed 179 days.
 - e. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 (T-C) of the Orange County Code.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Sand Lake Resort Club PD)

APPELLANT: Brent G. Siegel for Julieta Corredor

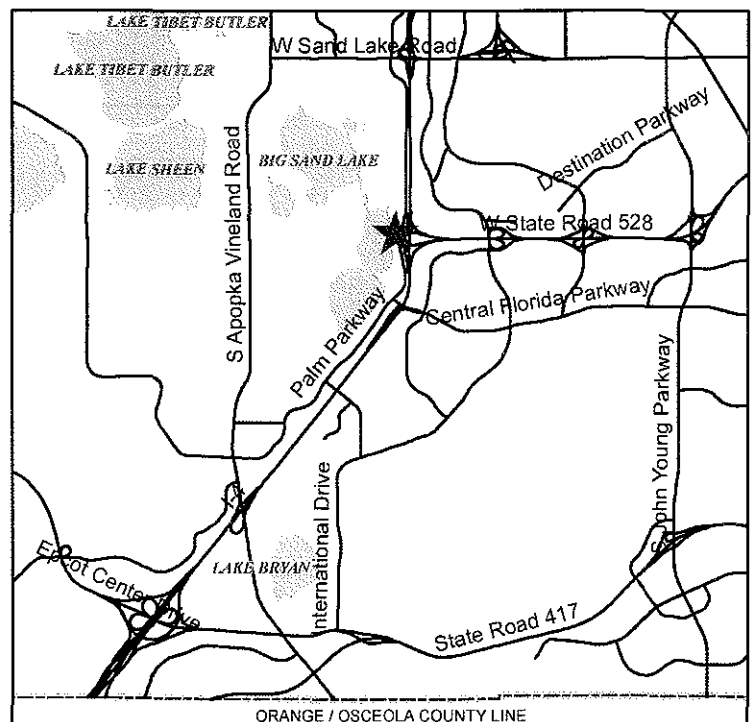
LOCATION: West of Turkey Lake Rd. /
North of FL-528 East Terminus

TRACT SIZE: 9.91 acres

DISTRICT: #1

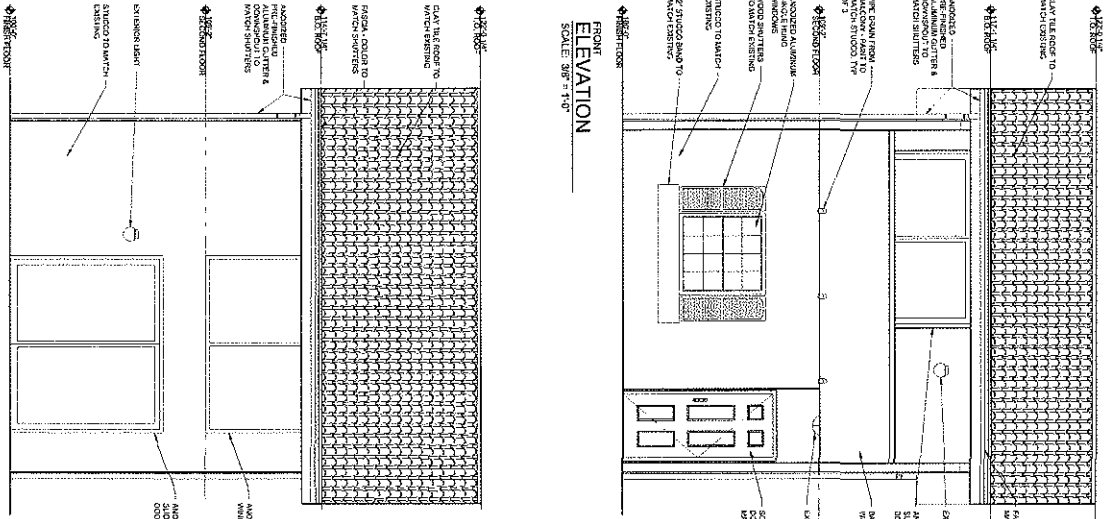
S/T/R: 11/24/28; 02/24/28

1 inch = 500 feet

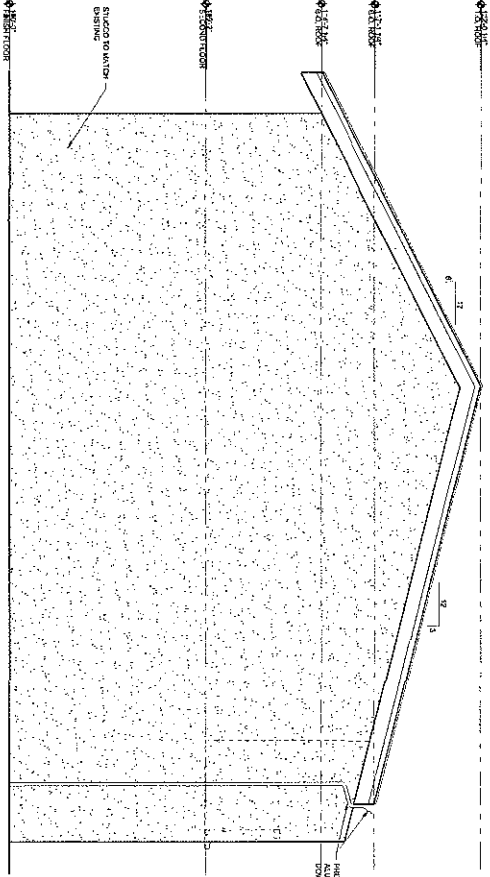


DATE: 06/17/16
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
PROJECT: WESTGATE LAKES RESORT & SPA
SHEET: 60 & 70

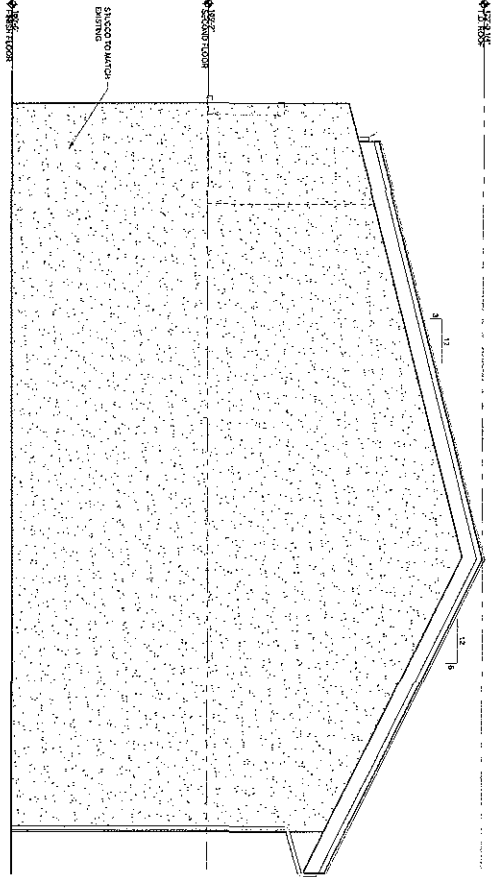
FRONT ELEVATION
SCALE: 3/8" = 1'-0"



REAR ELEVATION
SCALE: 3/8" = 1'-0"



SIDE ELEVATION
SCALE: 3/8" = 1'-0"



MAXIMUM BUILDING HEIGHT 100'-0" ABOVE FINISH GRADE

REVISIONS	PROJECT: WESTGATE LAKES RESORT & SPA 7028 WESTGATE LAKES BOULEVARD BUILDING 60 & 70		PROJECT OWNER: WESTGATE RESORTS 1000 WESTGATE LAKES BOULEVARD WESTGATE, TEXAS 76090
	ARCHITECT: ALMA SMITH ASSOCIATES 407 S. 13TH ST. # 200 DALLAS, TEXAS 75201 TEL: 214.760.1234		
SHEET: 60 & 70 EXTENSION: A3.03		DATE: 06/17/16 DRAWN BY: J. HARRIS CHECKED BY: J. HARRIS	

**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

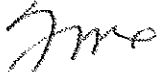
**PROJECT ABC PD / DUKE ENERGY – SHINGLE CREEK SUBSTATION ACCESS DRIVEWAY
DP**

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.



SIEGEL HUGHES & ROSS
ATTORNEYS AT LAW

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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. Egipciaco, 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
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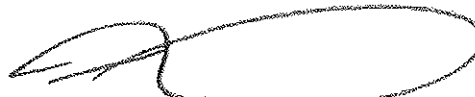
Mr. Paredes clearly found himself in a very similar situation to that now faced by Mrs. Corredor. Mr. Paredes further testified that Westgate was cutting power to the unit he owned, "creat[ing] a real hardship." *Id.* at 97:1. Mr. Paredes ultimately swapped his unit in Phase 4 for three units in Phases 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



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September 6, 2016

SENT VIA FEDERAL EXPRESS TO:
7771 5535 8323

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:

Please consider this letter as a supplement to our Notice of Appeal dated August 10, 2016. It is our position that Mrs. Corredor's appeal of the Orange County Development Review Committee's (DRC) approval of Sand Lake Resort Club PD/Westgate Lakes Resort Phase 5B DP – CDR- 16-06-207 (Buildings 60 and 70) should be granted for the following reasons, in addition to those stated in our August 10, 2016, appeal letter (a copy of which, without exhibits, is enclosed for your ready reference):

The DRC approved Development Plan 5B DP – CDR- 16-06-207 (Buildings 60 and 70) for Sand Lake Resorts Club/ Westgate Lakes Resort is not consistent with the Board of County Commissioners ("Board") Approved Planned Development/Land Use Plan (PD/LUP) Sand Lake Resort Club PD/Westgate Lakes Resort Phase 5B DP – CDR- 15-09-264.

A. On July 13, 2016 the Development Review Committee approved a Development Plan that deletes Parcel #11-24-28-7806-11-253 (the Corredor parcel) from the Planned Development/Land Use Plan the Board approved on February 9, 2016. The deletion of the Corredor parcel from the approved Development Plan constitutes a substantial change to the Board approved PD/LUP. The deletion of the Corredor parcel also creates an existing use that is surrounded by new and significantly more intense multi-family residential development. This decision can only be made if the Board of County Commissioners first

approves a modification to the substantial change determination it made on February 9, 2016, to show that the Corredor parcel is not part of the Developer's application. In addition, since County staff was not aware that the Developer did not own all parcels in Phase 5B Sand Lake Resort Club PD/Westgate Lakes Resort until the February 9, 2016 meeting, the Board can reconsider this significant change in its approved Land Use Plan only after it receives a recommendation from the County DRC.

- B. The Development Plan is not consistent with Condition Number 2 of the Board's approval of the Land Use Plan. Condition Number 2 requires that the project comply "with any verbal or written promise made by the applicant (or authorized agent) to the Board of County Commissioners where such representation was relied on by the Board." Mr. Hall, on behalf of the applicant, told the Board during the February 9, 2016, meeting (Mrs. Corredor having been given notice of that meeting, and her sons, Carlos and William, having appeared on her behalf to be sure that all parties were aware that her parcel was not owned by or part of the Sand Lake/Westgate project), "We are going to create a dialogue to talk to them (meaning the Corredor family members) to try to see if there is a price to buy it or how do we fix this." Commissioner Boyd moved approval with the conditions listed by staff, which includes Condition Number 2 set forth above. Commissioner Boyd also requested that the DRC Chair provide the Board with an update on the Corredor parcel situation. Subsequently, the DRC on July 27, 2016 approved the Development Plan after the Developer removed the Corredor parcel from the proposed Development Area and showed it on its plans as an existing use, a Single Family Townhome.

The DRC's approval of Sand Lake Resort Club PD/ Westgate Lakes Resort Phase 5B DP - CDR-16-06-207 is not consistent with the Orange County Comprehensive Plan ("OCCP").

The DRC approved a Development Plan that deleted the Corredor parcel from the proposed development area and therefore made the Corredor parcel the only existing parcel within the Phase 5B development area. The Corredor parcel is totally surrounded by the proposed redevelopment of a Planned Development (Sand Lake Resort Club PD/ Westgate Lakes Resort Phase 5B DP - CDR-16-06-207).

Section 163.3194, *Fla. Stat.*, requires that all local government development orders be consistent with the local government's comprehensive plan. The following goals, objectives and policies of the Orange County Comprehensive Plan ("OCCP") require that new development be compatible with existing development and promote the public health, safety, and welfare in Orange County.

Objective 8.1 (Implementation), Future land Use Element, OCCP: Orange County's Land Development Code, Zoning and Planned Development process will continue to be implementing tools for ensuring **compatible**, and integrated land development that promotes the public health, safety, and welfare in Orange County.

[Emphasis added.]

Policy 8.1.5, Future land Use Element, OCCP: The location of Planned Developments (PDs) within the Urban Service Area that have been approved as of the date of adoption of the 1991 CPP shall be considered consistent with the Comprehensive Plan and included as part of the adopted Orange County Future Land Use Map (FLUM). (Policy 3.1.20-r).

Policy 8.1.6, Future land Use Element, OCCP: A proposed change to an approved PD that would increase the land use intensity within the PD without a corresponding decrease in some other portion of the PD and result in FLU-136 greater off-site impacts shall be reviewed to determine consistency with the CP and whether a plan amendment is necessary. Nothing in this policy shall be construed to supersede or negate other limitations on PDs in the Orange County Land Development Code. (Policy 3.1.20-r)

Policy 8.1.8, Future land Use Element, OCCP: A proposed amendment to an approved Planned Development shall be determined to be inconsistent with the Future Land Use Map if any of the following conditions exist:

- A. The proposed amendment is inconsistent with CP policies, including policies aimed at ensuring land use **compatibility** and adequate public facilities; or,
- B. The proposed amendment would result in either of the following: inclusion of a land use not previously approved or permitted by the PD Plan or the Future Land Use Map (unless permitted by FLU8.1.10) or,
- C. An increase in the intensity of an existing approved land use without a corresponding decrease in another approved land use, and additional off-site impacts result from the increase.
- D. This policy shall not apply to the Mixed Use Activity Center District (MXDAC).

[Emphasis added.]

Objective 8.2 Future land Use Element, OCCP Compatibility: **Compatibility** will continue to be the fundamental consideration in all land use and zoning decisions. For purposes of this objective, the following policies shall guide regulatory decisions that involve differing land uses.
[Emphasis added.]

Policy 8.2.1 Future land Use Element, OCCP: Land use changes shall be required to be **compatible** with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change. (Policy 3.2.25).
[Emphasis added.]

Policy 8.2.11, Future land Use Element, OCCP: **Compatibility** may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations.
[Emphasis added.]

The approved development plan causes a townhome/condo built in the mid-1980s to remain standing in the middle of a redeveloped and significantly more dense condo/time-share development. The time share towers approved for construction on the subject parcel are not compatible with the remaining existing development (the Corredor property) because:

- A. An eight-story, 80-unit time-share building mere inches from Mrs. Corredor's two-story townhouse condo is substantially different in urban form, intensity and density of the use of the land, and appearance from the existing townhome.
- B. Mrs. Corredor's property cannot be integrated into the approved development for Sand Lake Resort Club PD/ Westgate Lakes Resort Phase 5B DP - CDR-16-06-207 in its current location (which is only 12 feet as planned, but only a few inches in reality) from one of the two eight-story, 80-unit time-share buildings.
- C. The dramatic increase in traffic on the Phase 5B will substantially impact Mrs. Corredor's and her family's use of a town home/condo her family has owned for over 30 years.

The County's approval of Sand Lake Resort Club PD/ Westgate Lakes Resort Phase 5B DP - CDR-16-06-207 creates a situation that is very similar to a land use controversy in Martin County (*Pinecrest Lakes, Inc. v. Shidel*, 795 So.2d 191 [Fla. 4th DCA 2001]).

Martin County approved a Developer's application to build in ten phases single-family homes on a 500 acre tract of land. The developer constructed phases one through nine as single-family homes on individually owned lots. After developing the first nine phases, the Developer convinced the County to approve construction of 19 two-story apartment buildings, containing 8 residential units in each building, in the tenth phase of the development.

Some of the owners of single-family homes in the first nine phases of the development filed a complaint for injunctive and declaratory relief pursuant to Section, 163.3215, *Fla. Stat.*, to overturn the County's approval of development that was inconsistent with the county's comprehensive plan. The Martin County Comprehensive Plan required that structures immediately adjacent to each other in the 10-phase development be comparable and compatible to those already built and occupied. The court determined that the two-story multi-family residential buildings were not comparable types of dwelling units to the single-family residences, which were adjacent to Phase 10. The court concluded that the development order for the County issued for multi-family development in Phase 10 was inconsistent with the Martin County Comprehensive Plan.

Prior to the conclusion of the litigation, the developer commenced construction, with the county's approval, of 5 of the 19 multi-unit apartment buildings. At the request of the Plaintiffs who filed the "consistency" challenge, the court ordered the developer to remove all apartment buildings built in phase 10 either through demolition or physical relocation.

Conclusion

It is clear that the land use issues described above, as well as the problems with Westgate's representations to the County, failure to follow the setback requirements and detrimental impact on Mrs. Corredor's property values described in the initial appeal letter dated August 10, 2016, mandate the revocation of the DRC's approval of Westgate's Development Plan, Sand Lake Resort Club PD / Westgate Lakes Phase 5B CDR-16-06-207 (Buildings 60 & 70).

Mr. John Smogor
Chairman, Development Review Committee
September 6, 2016
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Thank you for your time and attention to this matter. If you should require any additional information or have any questions, please do not hesitate to contact me. I look forward to presenting Mrs. Corredor's position to the Board of County Commissioners at an upcoming public meeting.

Sincerely yours

A handwritten signature in black ink, appearing to read 'Brent G. Siegel', written over the words 'Sincerely yours'.

BRENT G. SIEGEL

BGS/

Enclosures

xc: Mrs. Julieta Corredor
Mr. William Corredor
Mr. Carlos Corredor
David Lenox, Esq.