

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Attention: Anna H. Long, Esquire
420 S. Orange Avenue, Suite 700
Orlando, Florida 32801
(407) 841-1200

Parcel ID (s): 09-22-29-7942-00-030

**TRANSPORTATION IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR WINTER PARK VOLLEYBALL CLUB**

This TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR WINTER PARK VOLLEYBALL CLUB (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is made and entered into by and between WINTER PARK VOLLEYBALL ACADEMY LLC, a Florida limited liability company, with a principal place of business at 2603 Ace Road, Orlando, Florida 32804 ("Tenant"), DEMETREE ACE, LLC, a Florida limited liability company, with a principal place of business at 941 W. Morse Blvd, Ste 315, Winter Park, Florida 32789 ("Owner"), and Orange County, a charter county and political subdivision of the State of Florida, with a mailing address at c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 ("County").

WITNESSETH:

WHEREAS, Tenant leases from Owner, who holds fee simple title to certain real property, as generally depicted on Exhibit "A," and more particularly described on Exhibit "B," both of which are attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Tenant operates an existing 27,000 square foot volleyball facility on the Property, known as Winter Park Volleyball Club ("the Project"); and

WHEREAS, pursuant to section 23-93 of the Orange County Code (the “Alternative Transportation Impact Fee Code”) and Orange County Administrative Regulations 4.01 and 4.02, as all may be amended, Tenant conducted an alternative transportation impact fee traffic study (the “Study”) and submitted the Study to County; and

WHEREAS, Tenant calculated an alternative transportation impact fee (the “Alternative Impact Fee Calculation”) in accordance with the formula set forth in section 23-93 of the Orange County Code; and

WHEREAS, on October 24, 2024 County conditionally accepted Tenant’s Alternative Impact Fee Calculation with the following results: Average Daily Trip Generation Rate of 4.963 trip(s) per 1000 square feet; Percentage of New Trips at 100%; LADF of 36.3% and Assessable Trip Length of 8.26 mile(s), as all such terms are defined in the Alternative Impact Fee Code; and

WHEREAS, pursuant to the Alternative Transportation Impact Fee Code, the parties are required to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between County and Tenant, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Conditional Acceptance of Alternative Impact Fee Calculation.** Subject to sections 3 and 4 of this Agreement, County conditionally accepts the Alternative Impact Fee calculation submitted by Tenant.

3. **Monitoring.**

(a) Pursuant to Section 23-93(h) of the Alternative Transportation Impact Fee Code, within the applicable time frame, County shall conduct, or shall have begun to

conduct, “monitoring.” For purposes of this Agreement, the term “monitoring” shall mean (i) taking machine traffic counts and/or manual traffic counts at all entrances and exits to and from the Project for five (5) consecutive days, excluding legal holidays, and/or (ii) conducting surveys for five (5) consecutive days to determine trip length and/ or percentage of new trips associated with the Project. Such monitoring may be conducted by County or by an authorized agent acting on behalf of County.

(b) Contemporaneously with Tenant’s execution and submittal of this Agreement, Tenant shall deliver a check to County in the amount of Twenty-One Thousand One Hundred Fifty-Four Dollars (\$21,154.00) to cover County’s cost of conducting monitoring pursuant to paragraph 3 (a) (“Monitoring Fees”). The check shall be made payable to “Orange County Board of County Commissioners” and shall be brought to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Upon payment of the Monitoring Fees to County, no further Monitoring Fees shall be owed by Tenant to County under this Agreement.

(c) If the monitoring performed by County, or by its authorized agent on behalf of County, results in any additional transportation impact fee, Tenant shall pay the difference between the amount of transportation impact fees paid pursuant to the Alternative Traffic Impact Fee Calculation conditionally accepted by County under section 2 above, and any additional fee shown to be owing (the “Additional Impact Fee”).

(d) Tenant shall pay the Additional Impact Fee to County no later than thirty (30) days following written demand by County. Tenant shall pay to County, by certified cashier’s check, the Additional Impact Fee, plus interest from the date impact fees were due until the date of demand, at the interest rate in effect on the date the monitoring is completed, as established quarterly by the Comptroller of the State of Florida for judgments and decrees, pursuant to section 55.03, Florida Statutes, as may be amended.

(e) Any Additional Impact Fee owed shall be calculated using the cost variables found in the Alternative Transportation Impact Fee Code existing on the Effective Date and the monitoring variables that result from County's monitoring.

(f) If monitoring by County results in a decreased total impact fee, Tenant shall not be entitled to any refund.

(g) Once paid to County, the Alternative Impact Fee, Monitoring Fees, and/or Additional Impact Fee are all non-refundable.

4. ***Expansion of Development.*** This Agreement is effective only for the limits and scope of the Project as identified, described, and approved by County as of the Effective Date. In the event the Project expands or is altered after the Effective Date, Tenant, its successors, and assigns shall be subject to County's usual process, which may include payment of an additional impact fee pursuant to the fee schedule set forth in section 23-92 of the Orange County Code, as may be amended from time to time.

5. ***Successors and Assigns.*** This Agreement shall be binding upon, and shall inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns of the parties and shall run with Property and be binding upon the successors and assigns of Tenant and Owner upon any person, firm, corporation, or entity who may become a successor in interest to Property.

6. ***Notices.*** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or at such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Tenant: Winter Park Volleyball Academy LLC
2603 Ace Road
Orlando, Florida 32804

With copies to: Kimley-Horn & Associates, Inc.
Michael A. Haddad, P.E.
200 South Orange Avenue, Suite 600
Orlando, Florida 32801

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Anna H. Long
420 S. Orange Avenue, Suite 700
Orlando, Florida 32801

As to County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839

With copies to: Orange County Public Works Department
Manager, Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32839

Orange County Planning, Environmental,
and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue
Post Office Box 1393
Orlando, FL 32802-1393

7. **Recordation of Agreement.** Tenant shall record this Agreement in the Public Records of Orange County, Florida, at Tenant's expense, no later than ten (10) business days after the Effective Date.

8. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and in accordance with the Orange County Code.

9. **Specific Performance.** County and Tenant shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Notwithstanding the foregoing statement, nothing herein precludes County

from imposing a lien(s) against the Property for non-payment of impact fees. Venue for any action(s) initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

10. ***Attorney Fees, Legal fees.*** In the event either party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and other legal fees.

11. ***Amendment.*** No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

12. ***Construction of Agreement.*** Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

13. ***Counterparts.*** This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

14. ***Termination; Effect of Annexation.*** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Tenant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, County and Tenant have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

COUNTY
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print name: _____

TENANT
WINTER PARK VOLLEYBALL ACADEMY LLC,
a Florida limited liability company

By: [Signature]
Charles Craig Lewis
Authorized Representative

Date: 11-18-24

WITNESSES:

[Signature]
Print Name: Margaret Conn
Address: 1811 SW 44
New Smyrna Bch, FL

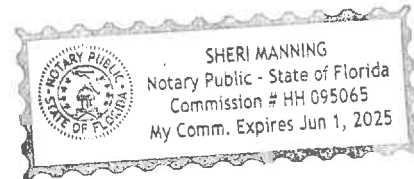
[Signature]
Print Name: SONYA SAUNDERS
Address: 1811 SW RD 44
NISB FL 32168

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me X in person or ___
via online notarization by Charles Craig Lewis, as Authorized Representative of Winter
Park Volleyball Academy LLC, a Florida limited liability company, who is known by me
to be the person described herein, this 18 day of Nov, 2024. S/he is
personally known to me or has produced FLDL (type of
identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
18 day of Nov, 2024.

[Signature]
NOTARY PUBLIC
Print Name: Sheri Manning
My Commission Expires: 6/1/2025



OWNER

DEMETREE ACE, LLC,
a Florida limited liability company

By: Mary L. Demetree
Mary L. Demetree, Manager

Date: 11/19/2024

WITNESSES:

Megan Dodge
Print Name: Megan Dodge
Address: 1207 Alfred Drive
Orlando, FL 32810

Joel Brandwein
Print Name: Joel Brandwein
Address: 420 E Church St.
Orlando, FL, 32801

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me X in person or ___
via online notarization by Mary L. Demetree, as Manager of Demetree Ace, LLC, a Florida
limited liability company, who is known by me to be the person described herein, this 19th
day of November, 2024. S/he is personally known to me or has produced
_____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
19th day of November, 2024.

Jessica Santoli
NOTARY PUBLIC
Print Name: Jessica Santoli
My Commission Expires: 07/01/2028



Exhibit "A"

PROJECT LOCATION MAP



Exhibit "B"

WINTER PARK VOLLEYBALL CLUB

09-22-29-7942-00-030

Legal Description:

That part of Lot 3 of SHADER INDUSTRIAL PARK, as recorded in Plat Book 1, Page 112, of the Public Records of Orange County, Florida; AND a portion of the Northeast 1/4 of Section 9, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 3; thence run N.00°13'30"E. along the West line of said Lot 3 a distance of 217.58 feet to the Northwest corner of said Lot 3; thence N.89°46'20"W. along the South line of the aforementioned Northeast 1/4 of Section 9 and the North line of Lot 4 of said Shader Industrial Park a distance of 22.19 feet; thence departing said line run N.00°58'07"W. 129.50 feet; thence S.89°45'25"E. 221.83 feet; thence S.00°13'56"W. 346.91 feet to the North right of way line of Acc Road as shown on the aforesaid Shader Industrial Park; thence N.89°47'53"W. along said North right of way line 196.90 feet to the POINT OF BEGINNING.