



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0780, **Version:** 1

Interoffice Memorandum

DATE: June 11, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Transportation Planning Division

PHONE: (407) 836-8022

DIVISION: Transportation Planning Division

ACTION REQUESTED:

Approval and execution of Transportation Impact Fee Agreement regarding an Alternative Impact Fee Calculation for Prime Pickleball - Orlando (B25907428) by and among Vasant Sports, LLC, 105 Goldenrod, LLC, and Orange County. District 3. (Transportation Planning Division)

PROJECT: N/A

PURPOSE:

On May 13, 2026, the Impact Fee Committee approved the alternative transportation impact fee calculation and variables for Prime Pickleball - Orlando (B25907428).

Variables	Alternative Impact Study <u>Pickleball Court</u>	Ordinance Rate <u>Racquet Club</u>
Trip Generation Rate Per 1,000 SF	9.21	19.70
Trip Length (Miles)	5.41	5.41
Percent New Trips (%)	94%	94%
Limited Access Discount Factor (%)	36.1%	36.1%

The Alternative Transportation Impact Fee utilizing the above variables is \$5,866.74 per thousand square feet. This rate differs from the applicable ordinance rate of \$14,077.54 per thousand square feet (Per the Current Ordinance Rate Schedule).

The Impact Fee Committee requests the approval of the Alternative Impact Fee Calculation for Prime Pickleball - Orlando (B25907428) ("Agreement") by and among Vasant Sports, LLC, 105 Goldenrod, LLC, and Orange County. Additionally, Prime Pickleball - Orlando (B25907428) shall pay the County \$16,577.62 for future monitoring for this site. This fee will be used to conduct a follow-up study of the trip generation, trip length, new trips characteristics of the above referenced site, and limited access discount factor as provided for in the Agreement.

BUDGET: N/A

BCC Mtg. Date: June 30, 2026

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Sravan Tummala
Vasant Sports, LLC
1727 Orlando Central Parkway
Orlando, Florida 32809

Parcel ID Numbers: 26-22-30-0000-00-064

**TRANSPORTATION IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR
PRIME PICKLEBALL – ORLANDO (B25907428)**

This Transportation Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Prime Pickleball – Orlando (B25907428) (the “**Agreement**”), effective as of the latest day of execution (the “**Effective Date**”), is made and entered into by and among Vasant Sports, LLC, a Florida liability company, with a principal place of business at 1727 Orlando Central Parkway, Orlando, Florida, 32809 (“**Tenant**”), 105 Goldenrod, LLC, a Florida liability company, with a principal place at business at 479 Montgomery Place, Altamonte Springs, Florida 32714 (“**Owner**”), and Orange County, a charter county and political subdivision of the State of Florida, with a mailing address at P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”). Owner and County may sometimes be referred to herein individually as “**Party**” and collectively as “**Parties**.”

WITNESSETH:

WHEREAS, Owner 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, Owner intends to develop all or a portion of the Property as a 15,300 Sq. Ft (6-Courts) Pickleball Courts, referred to and known as Prime Pickleball – Orlando (“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, Owner conducted an alternative transportation impact fee traffic study (the “**Study**”) and submitted the Study (IFC-26-02-001) to County prior to the issuance of any building permit for the Project; and

WHEREAS, Owner 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 April 9, 2026, County conditionally accepted Owner’s Alternative Impact Fee Calculation with the following results: Average Daily Trip Generation Rate of 9.21 trips per 1,000 square feet; Percentage of New Trips at 94%; LADF of 36.1; and Assessable Trip Length of 5.41 miles, 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 Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

Section 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 Owner.

Section 3. Monitoring.

(a) Pursuant to Section 23-93(h) of the Alternative Transportation Impact Fee Code, within the applicable timeframe, 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 Owner’s execution and submittal of this Agreement, Owner shall deliver a check to County in the amount of **Sixteen Thousand Five Hundred Seventy-Seven Dollars and Sixty-Two Cents (\$16,577.62)** 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 Owner 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, Owner 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) Owner shall pay the Additional Impact Fee to County no later than thirty (30) days following written demand by County. Owner 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, Owner 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.

Section 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, Owner, 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.

Section 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 Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Property.

Section 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 Owner: Nagesh Shakhamoori
105 Goldenrod, LLC
479 Montgomery Place
Altamonte Springs, Florida 32714

With copy to: Sravan Tummala
Vasant Sports, LLC
1727 Orlando Central Parkway
Orlando, Florida 32809

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

With copy to: Orange County Public Works Department
Manager, Transportation Planning Division
4200 South John Young Parkway, 2nd Floor
Orlando, Florida 32839

Orange County Planning, Environmental, and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

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

Section 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.

Section 9. *Specific Performance.* County and Owner 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 Owner.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, County and Owner 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: Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: 30 June 2026

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

By: Christa L. Mercado
for Deputy Clerk

Print Name: Christa L. Mercado

WITNESSES:

Mary Bell De Leon

Signature of Witness

Print Name: Mary Bell De Leon

Mailing Address: 8155 Vineyard Ave
#253

Orlando, FL 32821

Ram Nivas

Signature of Witness

Print Name: Ram Nivas Daavuluri

Mailing Address: 6311 Parc Corniche dr

#6102 Orlando, FL 32821

OWNER

105 Goldenrod, LLC, a Florida liability company

By: S. Nagesh

Print Name: Nagesh Shakhamoori

Title: Manager

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of May 2026, 2026, by Nagesh Shakhamoori, as Manager of 105 Goldenrod, LLC, a Florida liability company, on behalf of such company, who ☐ is personally known to me or ☒ has produced Florida Driver's License as identification.

S. Nagesh

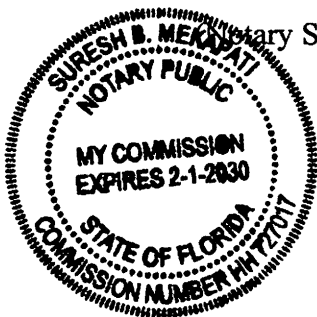
Signature of Notary Public

Print Name: SURESH B. MEIKAPATI

Notary Public, State of: Florida

Commission Expires: 2-1-2030

(mm/dd/yyyy)



WITNESSES:

Mary Belle DeLeon
Signature of Witness

Print Name: Mary Belle DeLeon

Mailing Address: 8155 Vine land Ave
253
Orlando, FL 32821

Ram Nivas
Signature of Witness

Print Name: Ram Nivas Daavuluri

Mailing Address: 6311 Parc Corneille Dr,
6102, Orlando, FL, 32821

TENANT

Vasant Sports, LLC, a Florida liability
company

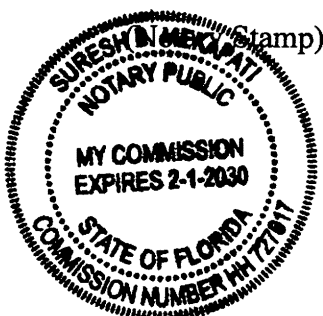
By: Sravan Tummala

Print Name: Sravan Tummala

Title: Member

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 20 day of May, 2026, by Sravan Tummala, as
Member of Vasant Sports, LLC, a Florida liability company, on behalf of such company, who ☐
is personally known to me or ☒ has produced Florida Driver's Lic. as identification.



Sravan Tummala
Signature of Notary Public
Print Name: SURESH B. MEKAPATI
Notary Public, State of: Florida
Commission Expires: 2-1-2030
(mm/dd/yyyy)

EXHIBIT “A”

PRIME PICKLEBALL – ORLANDO (B25907428)

PROJECT LOCATION MAP



EXHIBIT “B”

PRIME PICKLEBALL – ORLANDO (B25907428)

Parcel ID: 26-22-30-0000-00-064

Legal Description:

N1/4 of the S.W.1/4 of the NW1/4 of the SE1/4 of Section 26, Township 22 South, Range 30 East, Public Records of Orange County, Florida, less the West 50 feet for Road.