

1 THIS INSTRUMENT PREPARED BY  
2 AND AFTER RECORDING RETURN TO:

3  
4 Gregory McAloon, Esq.  
5 200 SW 1<sup>st</sup> Ave. 14<sup>th</sup> Floor  
6 Fort Lauderdale, FL 33301

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8 A Portion of Parcel ID: 03-22-30-0000-00-083  
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11 **TRANSPORTATION IMPACT FEE AGREEMENT**  
12 **REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION**  
13 **FOR AUTONATION WINTER PARK**  
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15 This TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN  
16 ALTERNATIVE IMPACT FEE CALCULATION FOR AUTONATION WINTER  
17 PARK (the “Agreement”), effective as of the latest day of execution (the “Effective Date”),  
18 is made and entered into by and between AutoNation Imports of Winter Park, Inc., a  
19 Delaware corporation with a mailing address at 200 SW 1<sup>st</sup> Ave. 14<sup>th</sup> Floor, Fort  
20 Lauderdale, FL 33301 (“Operator”), and Orange County, a charter county and political  
21 subdivision of the State of Florida, with a mailing address at c/o County Administrator,  
22 P.O. Box 1393, Orlando, FL 32802-1393 (“County”).

23 **WITNESSETH:**

24 WHEREAS, Operator is a lessee to certain real property, as generally depicted on  
25 Exhibit “A,” and more particularly described on Exhibit “B,” both of which are attached  
26 hereto and incorporated herein by this reference (the “Property”); and

27 WHEREAS, Operator intends to develop all or a portion of the Property as a  
28 123,381 square foot remote service building with 74 bays, known as AutoNation Winter  
29 Park (“the Project”); and

30 WHEREAS, pursuant to section 23-93 of the Orange County Code (the  
31 “Alternative Transportation Impact Fee Code”) and Orange County Administrative  
32 Regulations 4.01 and 4.02, as all may be amended, Operator conducted an alternative  
33 transportation impact fee traffic study (the “Study”) and submitted the Study (Project No.

34 20041.10 by Traffic and Mobility Consultants) to County prior to the issuance of any  
35 building permit for the Project; and

36 WHEREAS, Operator calculated an alternative transportation impact fee (the  
37 “Alternative Impact Fee Calculation”) in accordance with the formula set forth in section  
38 23-93 of the Orange County Code; and

39 WHEREAS, on June 13, 2024, County conditionally accepted Operator’s  
40 Alternative Impact Fee Calculation with the following results: Average Daily Trip  
41 Generation Rate of 4.96 trips per 1000 square feet; Percentage of New Trips at 92%; LADF  
42 of 36.1%; and Assessable Trip Length of 5.41 miles, as all such terms are defined in the  
43 Alternative Impact Fee Code; and

44 WHEREAS, on June 27, 2024, County accepted Operator’s Alternative Impact Fee  
45 Monitoring Methodology; and

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

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

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

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

57 3. **Monitoring.**

58 (a) Pursuant to Section 23-93(h) of the Alternative Transportation Impact Fee  
59 Code, within the applicable time frame, County shall conduct, or shall have begun to  
60 conduct, “monitoring.” For purposes of this Agreement, the term “monitoring” shall mean

61 (i) taking machine traffic counts and/or manual traffic counts at all entrances and exits to  
62 and from the Project for five (5) consecutive days, excluding legal holidays, and/or (ii)  
63 conducting surveys for five (5) consecutive days to determine trip length and/ or percentage  
64 of new trips associated with the Project. Such monitoring may be conducted by County or  
65 by an authorized agent acting on behalf of County.

66 (b) Contemporaneously with Operator's execution and submittal of this  
67 Agreement, Operator shall deliver a check to County in the amount of Thirty-Six Thousand  
68 Three Hundred Seventy-Four Dollars (\$36,374.00) to cover County's cost of conducting  
69 monitoring pursuant to paragraph 3 (a) ("Monitoring Fees"). The check shall be made  
70 payable to "Orange County Board of County Commissioners" and shall be brought to the  
71 Fiscal and Operational Support Division of the Planning, Environmental, and Development  
72 Services Department. Upon payment of the Monitoring Fees to County, no further  
73 Monitoring Fees shall be owed by Operator to County under this Agreement.

74 (c) If the monitoring performed by County, or by its authorized agent on behalf  
75 of County, results in any additional transportation impact fee, Operator shall pay the  
76 difference between the amount of transportation impact fees paid pursuant to the  
77 Alternative Traffic Impact Fee Calculation conditionally accepted by County under section  
78 2 above, and any additional fee shown to be owing (the "Additional Impact Fee").

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

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

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

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

92 4. **Expansion of Development.** This Agreement is effective only for the limits  
93 and scope of the Project as identified, described, and approved by County as of the  
94 Effective Date. In the event the Project expands or is altered after the Effective Date,  
95 Operator, its successors, and assigns shall be subject to County's usual process, which may  
96 include payment of an additional impact fee pursuant to the fee schedule set forth in section  
97 23-92 of the Orange County Code, as may be amended from time to time.

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

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

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111 As to Operator: AutoNation Imports of Winter Park, Inc.  
112 c/o AutoNation  
113 200 SW 1<sup>st</sup> Ave. 14<sup>th</sup> Floor  
114 Fort Lauderdale, FL 33301  
115 Attn: National Director of Real Estate  
116  
117 With a copy to: AutoNation Imports of Winter Park, Inc.

118 c/o AutoNation  
119 200 SW 1<sup>st</sup> Ave. 14<sup>th</sup> Floor  
120 Fort Lauderdale, FL 33301  
121 Attn: Senior Real Estate Counsel  
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123 As to County: Director, Orange County Public Works Department  
124 4200 South John Young Parkway  
125 Orlando, Florida 32839  
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128 With copies to: Orange County Public Works Department  
129 Manager, Transportation Planning Division  
130 4200 South John Young Parkway  
131 Orlando, Florida 32839  
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133 Orange County Planning, Environmental,  
134 and Development Services Department  
135 Manager, Fiscal and Operational Support Division  
136 201 South Rosalind Avenue  
137 Post Office Box 1393  
138 Orlando, FL 32802-1393

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

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

145 9. **Specific Performance.** County and Operator shall each have the right to  
146 enforce the terms and conditions of this Agreement only by an action for specific  
147 performance. Notwithstanding the foregoing statement, nothing herein precludes County  
148 from imposing a lien(s) against the Property for non-payment of impact fees. Venue for  
149 any action(s) initiated under or in connection with this Agreement shall be in the Circuit  
150 Court of the Ninth Judicial Circuit in and for Orange County, Florida.  
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152           10.    ***Attorney Fees, Legal fees.*** In the event either party hereto brings an action  
153 or proceeding, including any counterclaim, cross-claim, or third party claim, against the  
154 other party arising out of this Agreement, each party in such action or proceeding, including  
155 appeals therefrom, shall be responsible for its own attorney and other legal fees.

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

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

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

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

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**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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

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**COUNTY**  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

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Date: \_\_\_\_\_

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

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193 By: \_\_\_\_\_  
194 Deputy Clerk

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196 Print name: \_\_\_\_\_

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**OPERATOR**  
AUTONATION IMPORTS OF WINTER  
PARK, INC.

By: Maja Kenjar  
Name: Maja Kenjar  
Title: Secretary

Date: June 28, 2024

WITNESSES:

Nicole Collado Lopez  
Print Name: Nicole Collado Lopez

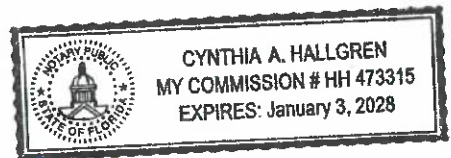
Laura Lubow  
Print Name: Laura Lubow

STATE OF FLORIDA  
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged before me  in person or \_\_\_  
via online notarization by Maja Kenjar, as Secretary of AutoNation Imports of Winter Park,  
Inc., a Delaware corporation who is known by me to be the person described herein, this  
28<sup>th</sup> day of June, 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  
28<sup>th</sup> day of June, 2024.

Cynthia A. Hallgren  
NOTARY PUBLIC  
Print Name: Cynthia A. Hallgren  
My Commission Expires: \_\_\_\_\_





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Exhibit "A"

**PROJECT LOCATION MAP**



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**Exhibit "B"**

**AutoNation Winter Park**

**A Portion of Parcel ID No. 03-22-30-0000-00-083**

**Legal Description**

**A Portion of the Following Described Property:**

**PARCEL 1**

From the Northwest corner of the South 3/4 of the East 1/2 of the SE 1/4 of Section 3, Township 22 South, Range 30 East, Orange County, Florida run S 89°43'10" E 30 feet; thence S 0°24'20" W 577.75 feet for a Point of Beginning, said point being on the East R/W line of Forsyth Road; run thence S 89°43'10" E 887.46 feet; thence N 0°24'20" E 151.50 feet to a point 8.0 feet Southerly of the centerline of a railroad spur tract; thence S 89°43'10" E 75.48 feet to the P.C. of a curve concave Northwesterly having a radius of 366.10 feet; thence Northeasterly along the arc of said curve through a central angle of 69°16'56", a distance of 442.69 feet to a point on the East line of Section 3, Township 22 South, Range 30 East; thence S 89°43'10" E 100.00 feet; thence S 0°36'34" W, parallel with the East line of said Section 3, a distance of 389.49 feet; thence S 89°43'10" E 440.03 feet to the West R/W line of the Crane Strand Drainage Canal; thence S 0°36'34" W 730.00 feet; thence N 89°43'10" W 1839.94 feet to the East R/W line of Forsyth Road; thence N 0°24'20" E 730.00 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that portion conveyed to Orange County, Florida by virtue of the Special Warranty Deed recorded November 11, 1999 in Official Records Book 5880, Page 1559, Public Records of Orange County, Florida, being more particularly described as follows:

A parcel of land lying in Section 3, Township 22 South, Range 30 East, being a portion of lands described in Official Records Book 2323, Page 733, Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 3, for a point of reference; thence run North 00°37'59" West, along the West line of said Southeast Quarter of the Southeast Quarter, 679.02 feet; thence run North 89°14'45" East, 30.00 feet to the East right-of-way line of Forsyth Road, as recorded in Official Records Book 2323, Page 733, said Public Records and the Point of Beginning; thence run North 00°37'59" West, along said East right-of-way line, 730.56 feet; thence run North 89°14'59" East, 3.36 feet; thence run South 00°36'50" East, 195.16 feet; thence run South 02°45'37" East, 467.21 feet; thence run South 00°36'50" East, 68.47 feet to the North line of "Commerce Square, Phase I" according to the plat thereof as recorded in Plat Book 6, Page 27, Public Records of Orange County, Florida; thence run South 89°14'45" West, along said North line, 20.62 feet to the Point of Beginning.

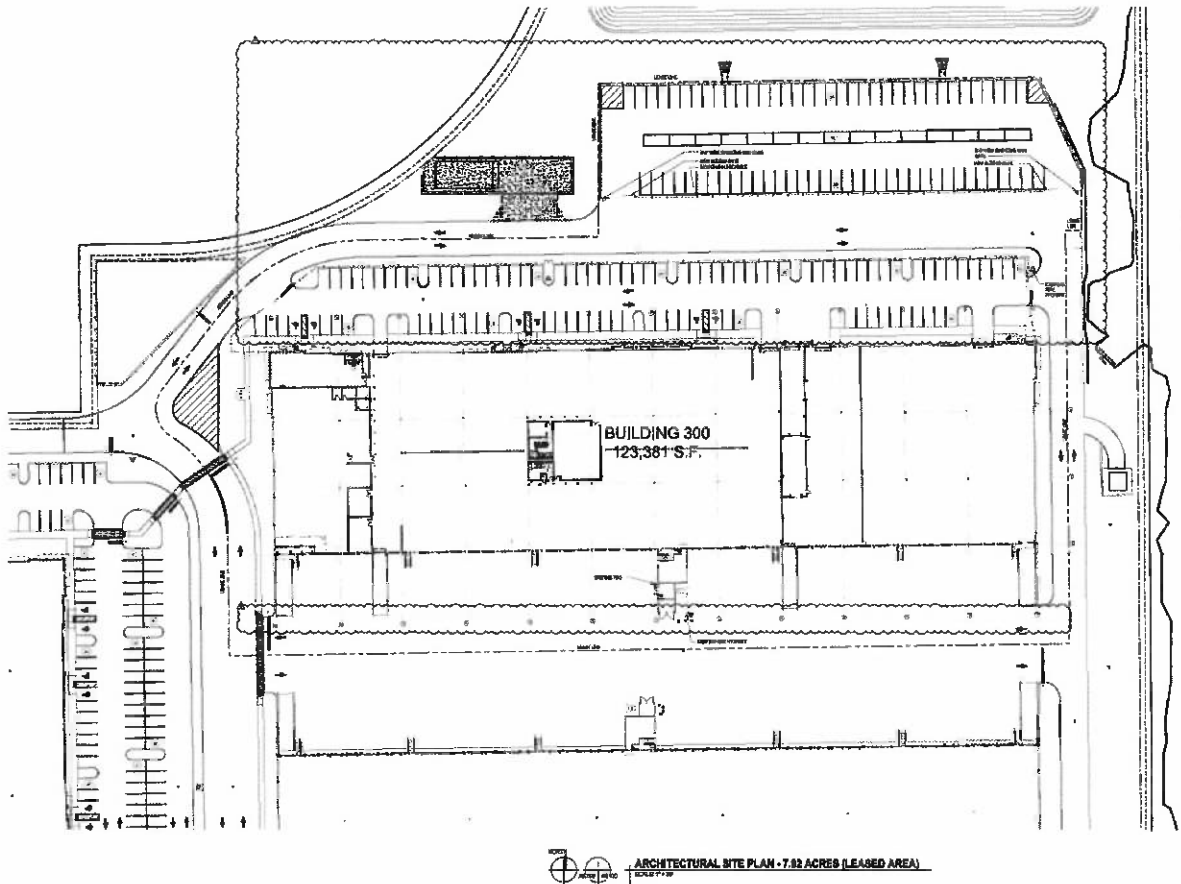
**PARCEL 2**

Commence at the West 1/4 corner of Section 2, Township 22 South, Range 30 East, Orange County, Florida; run thence S 00°36'34" W along the West line of said Section 2 a distance of 207.75 feet for a Point of Beginning, said point being on the southerly R/W line of Crane Strand Drainage Canal; thence run along the Southerly and West R/W line of said canal the following courses and distances: S 59°52'43" E 499.65 feet to the P.C. of a curve concave Southwest and having a radius of 207.27 feet; thence along the arc of said curve through a central angle of 60°29'17" 218.82 feet to the P.T.; thence S 00°36'34" W 602.41 feet; thence departing said R/W run N 89°43'10" W 440.03 feet; thence N 00°36'34" E 389.49 feet; thence N 89°43'10" W 100.00

feet to said West line of Section 2; thence N00°36'34" E along said West line 642.52 feet to the Point of Beginning.

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**Sketch of Description for the Property:**



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