

City of Apopka Planning Commission Meeting Agenda October 21, 2014

6:30 PM @ CITY COUNCIL CHAMBERS

I. CALL TO ORDER

If you wish to appear before the Planning Commission, please submit a "Notice of Intent to Speak" card to the Recording Secretary.

II. OPENING AND INVOCATION

III. PUBLIC HEARING:

1. CHANGE OF ZONING – MASTER PLAN/PRELIMINARY DEVELOPMENT PLAN - Adventist Health System/Sunbelt, Inc. DBA Florida Hospital Apopka, c/o Raymond Moe, from "County" A-1 (ZIP) to "City" Planned Unit Development (PUD/Mixed EC), for property located south of Harmon Road, west of Ocoee Apopka Road, and east of S.R. 429. (Parcel ID #: 20-21-28-0000-00-007)

IV. SITE PLANS:

- 1. PRELIMINARY DEVELOPMENT PLAN Adventist Health System/Sunbelt, Inc. DBA Florida Hospital Apopka, c/o Raymond Moe, for property located south of Harmon Road, west of Ocoee Apopka Road, and east of S.R. 429. (Parcel ID #: 20-21-28-0000-00-007)
- V. OLD BUSINESS:
- VI. NEW BUSINESS:
- VII. ADJOURNMENT:

All interested parties may appear and be heard with respect to this agenda. Please be advised that, under state law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes a testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record.

In accordance with the American with Disabilities Act (ADA), persons with disabilities needing a special accommodation to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, FL 32703, telephone (407) 703-1704, no less than 48 hours prior to the proceeding.

Backup material for agenda item:

CHANGE OF ZONING – MASTER PLAN/PRELIMINARY DEVELOPMENT PLAN

 Adventist Health System/Sunbelt, Inc. DBA Florida Hospital Apopka, c/o
 Raymond Moe, from "County" A-1 (ZIP) to "City" Planned Unit Development (PUD/Mixed EC), for property located south of Harmon Road, west of Ocoee Apopka Road, and east of S.R. 429. (Parcel ID #: 20-21-28-0000-00-007)



CITY OF APOPKA PLANNING COMMISSION

PUBLIC HEARING DATE: October 21, 2014

ANNEXATION PLAT APPROVAL

OTHER:

Community Development FROM:

EXHIBITS: Zoning Report

Vicinity Map

Adjacent Zoning Map Adjacent Uses Map PUD Master Plan

Transportation Agreement

SUBJECT: ADVENTIST HEALTH SYSTEM/SUNBELT, INC. DBA FLORIDA

HOSPITAL APOPKA

PARCEL ID NUMBER: 20-21-28-0000-00-007

Request: CHANGE OF ZONING FROM "COUNTY" A-1 (ZIP) TO "CITY" PLANNED UNIT

> DEVELOPMENT (PUD/MIXED EC); RECOMMEND APPROVAL OF THE PUD TRANSPORTATION **MASTER** AND THE INFRASTRUCTURE PLAN:

AGREEMENT

SUMMARY

OWNER: Adventist Health System/Sunbelt, Inc., DBA Florida Hospital Apopka

APPLICANT: Florida Hospital Apopka, c/o Raymond Moe

ENGINEER: Donald W. McIntosh Associates, Inc., c/o John T. Townsend, P.E.

LOCATION: South of Harmon Road, west of Ocoee Apopka Road, and east of S.R. 429

EXISTING USE: Vacant Land

FUTURE LAND USE: Mixed Use

"County" A-1 (ZIP) **ZONING:**

"City" Planned Unit Development (PUD/Mixed EC) PROPOSED ZONING:

PROPOSED

Hospital with ancillary uses and Medical Offices (including a medical helipad) **DEVELOPMENT:**

TRACT SIZE: 33.7 +/- acres

MAXIMUM ALLOWABLE

EXISTING ZONING: As allowed by the Mixed Use FLUM Designation DEVELOPMENT:

> PROPOSED ZONING: Up to 200 bed hospital (600,000 sq. ft). and

> > 200,000 sq. ft. medical office buildings

DISTRIBUTION

Mayor Kilsheimer Finance Dir. Public Ser. Dir. Commissioners (4) **HR** Director City Clerk Interim CA Janice Goebel Fire Chief IT Director

Community Dev. Dir. Police Chief

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ADDITIONAL COMMENTS:

The subject property was annexed into the City of Apopka on December 19, 2007, through the adoption of Ordinance No. 2013.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed Planned Unit Development (PUD) rezoning is consistent with the Future Land Use Designation of Mixed Use that is assigned to the property.

<u>SCHOOL CAPACITY REPORT</u>: The proposed rezoning will not increase the number of permanent residential uses presently occurring at the subject site. A capacity enhancement agreement with OCPS is not necessary for the City to adopt this Change of Zoning.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on September 12, 2014.

PUBLIC HEARING SCHEDULE:

October 21, 2014 – Planning Commission (6:30 pm) November 5, 2014 - City Council (3:30 pm) - 1st Reading November 19, 2014 – City Council (6:30 pm) - 2nd Reading

DULY ADVERTISED:

September 26, 2014 – Public Notice and Notification November 7, 2014 – Ordinance Heading Ad

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the:

- 1. Change in Zoning from "County" A-1 (ZIP) to "City" Planned Unit Development (PUD);
- 2. The PUD Master Plan (including architectural renderings); and
- 3. The Transportation Infrastructure Agreement subject to review for formant and content by the city attorney,

for the parcel owned by Adventist Health System/Sunbelt, Inc., DBA Florida Hospital Apopka subject to the PUD Development Standards and Conditions as well as the findings described within the staff report.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County) North (City)	"County" Rural (1 du/10 ac/Agricultural)	A-1 (ZIP)	Vacant/S.R. 429
East (City)	Mixed Use	Mixed EC	Emerson Park Mixed Use PUD; parcels owned by Florida Hospital
South (County) South (City)	"County" Rural (1 du/10 ac/Agricultural) "City" Mixed Use	A-1 (ZIP) Mixed EC	Vacant/S.R. 429; parcels owned by Florida Hospital
West (City)	Mixed Use	Mixed EC	Vacant/S.R. 429

LAND USE COMPATIBILITY:

The proposed PUD zoning and a Master Plan are consistent with the Mixed Use future land use designation assigned to the property. All adjacent parcels within the City of Apopka are assigned the Mixed Use future land use designation. Based on the City's Future Land Use Map as well concept plans previously prepared by the City, the general area including and surrounding the Florida Hospital property is planned for commercial, office, and institutional uses that generate employment. Residential development planned for the surrounding areas is intended to serve workers employed within the as area referred to as the Westside Research Park. The Master Plan is also consistent with the intent of the Ocoee Apopka Road Small Area Study that is in progress.

TRAFFIC COMPATIBILITY:

A transportation impact assessment study was prepared by the applicant's transportation consultant, Luke Transportation Engineering Consultants, and has been accepted by the Development Review Committee and the city engineer. Pursuant to the transportation study acceptable road capacity exists to accommodate the traffic generated by the maximum build-out as proposed within the Master Plan subject to construction and implementation of the required transportation improvements set forth in the Transportation Infrastructure Agreement.

The Transportation Infrastructure Agreement also identifies additional transportation improvements that the Florida Hospital will construct if agreed upon by the City Council, as subject to the conditions set forth therein the Agreement.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed Planned Unit Development (PUD) zoning is consistent with the City's Mixed Use Future Land Use category and with the character of the surrounding area and future proposed development.

Policy 3.1.r (Future Land Use Element, Comp. Plan):

The primary intent of the Mixed Land Use category is to allow a mixture of residential, office, commercial, industrial, institutional uses and public facility uses to serve the residential and non-residential needs of special areas of the City.

The proposed uses and development intensities are consistent with the Comprehensive Plan. Regarding consistencies with the Land Development Code, a PUD Master Plan allows an opportunity to provide "the zoning regulations and overall development agenda for the proposed planned unit development and shall supplement all other requirements of the Code. Planned unit development shall meet all regulations of this Code unless the city council finds that, based on substantial evidence; a proposed alternative is adequate to protect health, safety and welfare."

One notable alternative standard addresses building height. The Master Plan allows for a maximum height of 160 feet (habitable space). A maximum height of 35 feet is the current Land Development Code standard.

The PUD Master Plan is consistent with the Land Development Code except where alternative standards are set forth with the "PUD Development Standards" of the Master Plan. Development Review Committee has accepted these Development Standards, as appear on Sheet 2 of 9 of the Master Plan, with the exception to the following changes:

- 1. Exterior Signage and Wayfinding. This section shall be removed from the PUD master plan and deferred to the Final Development Plan, consistent with Note18.
- 2. Landscaping, Condition #1. Tree replacement shall be consistent with the City's arbor procedures. A one-for-one replacement will be required with mitigation fee paid where requirement site plantings are not met.
- 3. Note 29. Language shall be added that allows for connection to public or private roads or driveways south of the subject property to and through the Loop Road to Harmon Road.
- 4. Any change to proposed arrival and departure flight patterns must be approved by the City Council.

BUILDING DESIGN:

Architectural renderings of the proposed hospital building are provided with the Master Plan. The DRC finds the renderings to meet the intent of the Development Design Guidelines.

PUD RECOMMENDATIONS:

The PUD recommendation is to assign a zoning classification of Planned Unit Development (PUD) for the described subject property.

- A. Use of the subject property shall occur as described within the PUD Master Plan and as described below:
 - 1. Any change to the arrival or departure flight path for the helipad must be approved by the City Council.

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- B. Development Standards applicable to the subject property shall occur consistent with the PUD Master Site Plan and as described below:
 - 1. Development standards and setbacks shall comply with those established for the within the Master Site Plan. Interpretation of uses allowed within the Master Plan shall be determined by the Community Development Director.
 - 2. Tree replacement shall occur consistent with the standards set forth in the City's Land Development Code (i.e., inch-for-inch replacement for qualifying trees.)
 - 3. Architectural design of the building shall be generally consistent with that approved with the PUD Master Plan unless otherwise approved by the City Council at the Final Development Plan application.
 - 4. Changes to the Master Plan or architectural design considered to be insignificant may be approved by the Community Development Director.
- C. Building and Fire Inspection Services. Prior to submittal of a building permit application, the applicant shall meet and discuss with the City administration regarding inspection services needs from the City. The Development Review Committee has notified Florida Hospital that the City currently does not have adequate number of qualified professional inspectors to timely complete building inspection service anticipated for the hospital complex, considering other level of service commitments for other daily building and fire department inspections. Based on the anticipated inspection needs for the hospital construction, the Development Review Committee anticipates a fiscal impact of up to \$330,000 to provide the services needed to inspect the hospital construction.
- D. The PUD Master Plan is hereby approved and is part of the PUD zoning ordinance.

PUD PERMISSIBLE USES:

A Master Plan accompanies the PUD zoning application. All PUD development standards and allowed uses are set forth within the PUD Master Plan. Where a development or zoning standards are not addressed within the Master Plan, the City's Land Development Code, Comprehensive Plan, and Development Design Guidelines shall apply.



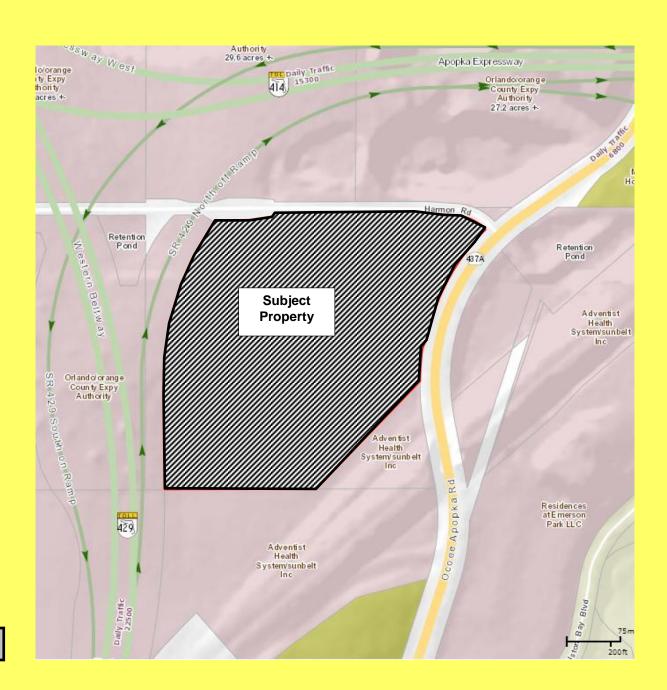
Florida Hospital Apopka Replacement Campus Owner: Adventist Health System/Sunbelt, Inc., DBA Florida Hospital, c/o Raymond Moe

Engineer: Donald W. McIntosh Associates, Inc., c/o John T. Townsend, P.E.

33.7 +/- Acres

Proposed Zoning Change:
From: "County" A-1 (ZIP)
To: "City" Planned Unit Development (PUD) Parcel ID #: 20-21-28-0000-00-007

VICINITY MAP





ADJACENT ZONING





ADJACENT USES



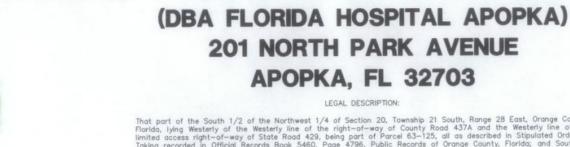
FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS



CITY OF APOPKA, FLORIDA

PREPARED FOR

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.



That part of the South 1/2 of the Northwest 1/4 of Section 20, Township 21 South, Range 28 East, Orange County, Florida, Iying Westerly of the Westerly line of the right-of-way of County Road 437A and the Westerly line of the limited access right-of-way of State Road 429, being part of Parcel 63-125, all as described in Stipulated Order of Taking recorded in Official Records Book 5460, Page 4796, Public Records of Orange County, Florida; and South of the Southerly line of Parcel 212 Part C, and East of the Easterly line of Parcel 212 Part B, as described in Amended Stipulated Order of Taking recorded in Official Records Book 8959, Page 3113, Public Records of Orange County, Florida.

Containing 33.713 Acres more or less and being subject to any rights-of-way, restrictions and easements of record



DONALD W. MCINTOSH ASSOCIATES, INC. 2200 PARK AVENUE NORTH WINTER PARK, FLORIDA 32789 PH: 407.644.4068 CONTACT PERSON: JOHN T. TOWNSEND, PE

EARL SWENSSON & ASSOCIATES, INC. 2100 WEST END AVENUE, SUITE 1200 VANDERBILT PLAZA NASHVILLE, TENNESSEE 37203 Ph: 615.329.9445 CONTACT PERSON: MATT MANNING, AIA

ADVENTIST HEALTH SYSTEMS/SUNBELT, INC DBA FLORIDA HOSPITAL APOPKA 201 NORTH PARK AVENUE APOPKA, FLORIDA 32703 PH: 407.889.1001 CONTACT PERSON: JENNIFER WANDERSLEBEN

PROJECT MANAGER

ADVENTIST HEALTH SYSTEMS/SUNBELT, INC DBA FLORIDA HOSPITAL 1919 NORTH ORANGE AVENUE, SUITE D ORLANDO, FLORIDA 32803 PH: 407.303.1166 CONTACT PERSON: RAYMOND MOE, SR. PROJ MGR

REVISION OCTOBER 3, 2014



AUGUST 20, 2014



DONALD W. MCINTOSH ASSOCIATES, INC. **ENGINEERS** PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068



The skill to heal. The spirit to care.®

SHEET INDEX

- DEVELOPMENT STANDARDS, SITE DATA AND NOTES
- MAPS, LEGEND AND SECTIONS
- EXISTING CONDITIONS PLAN
- AFRIAL
- MASTER PLAN PHASE 1
- MASTER PLAN PHASE 2
- UTILITY PLAN
- COMMERCIAL TRUCK MANEUVERABILITY

A1-A2 CONCEPTUAL BUILDING ELEVATIONS

SITE

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST PROPERTY APPRAISER PARCEL ID # 20-21-28-0000-00-007

DEVELOPMENT STANDARDS

GENERAL

- FLORIDA HOSPITAL SHALL HAVE THE RIGHT TO APPLY TO THE CITY'S COMMANITY DEVELOPMENT DIRECTOR FOR A DETERMINATION THAT A PARTICULAR DEVELOPMENT MATTER IS CONSISTENT MITH THE DEVELOPMENT FLAM AND THE FULL THE FOLLOWING FORMAPIES ARE A NON-COMMUNITY USE OF MATTERS THAT CAN BE CONSIDERED BY THE COMMUNITY DEVELOPMENT ORDICTOR:
- A. THE SPECIFIC DIMENSIONS AND BOUNDARIES OF RIGHTS-OF-WAY AND EASEMENT AREAS.
- B. MODIFICATIONS TO STREET DESIGN AND STREETSCAPES DUE TO ON-SITE HARDSHIPS,
- INTERPRETATION AND/OR UTILIZATION OF DESIGN STANDARDS NOT SPECIFICALLY ADDRESSED IN THE PUD.

BUILDING EXTERIOR

- THE PROVIDED CONCEPTUAL ELEVATIONS DEFINE THE OVERALL DESIGN INTENT FOR THE PROJECT MITH RECARD TO MASSING, MATERIALITY AND COLORATION. PROPOSED MATERIALS MAY BE SELECTED TO PROVIDE A DURABLE AND HANDSOME BUILDING THAT RESPONSO TO THE ENVIRONMENT IN A SUSTAINABLE MAINTER. BECAUSE THE PROJECT MAY PURSUE A LEED CERTIFICATION, MATERIALS MAY BE SELECTED BASED ON THE OVERALL LIFE CYCLE SUSTAINABILITY OF THE BUILDING THIS STRATECY MAY MICLIDE SELECTION OF RECIGIALLY SOURCED MATERIALS, MATERIALS THAT ARE HORST, PROJECT OF A HIGH RECYCLED CONTENT, AND MATERIALS THAT REQUIRE WINMAL OVERALL MAINTENANCE.
- PREDOMINANT MATERIALS MAY INCLIDE A MIXTURE OF PRECAST CONCRETE, STUCCO (MULTIPLE COLORS), UNIT MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALUMENTAN CURTAN WALL SYSTEM AS CONCEPTIBALY ELUSTRATION IN THE PHASE LEVATIONS PROVIDED WITH THE MASTER PLAN PLOKAGE. COLORS WAY BE SMALAR TO THOSE DIDICATED IN THE ATTACHED ELEVATIONS AND MAY BE A COMMINATION OF COLORS THAT ARE BIORROWED FROM MATURE AND THE SUPROVINDING LAMPSCAPE.

SITE IMPROVEMENTS

- THE SITE PARKING LOTS SHALL ALL BE HARD SURFACES DUE THE NATURE OF THE BUSINESS BEING HALTH CARE. MATERIALS MAY INCLUDE ASPHALT, PAVERS, CONCRETE. NO GRASS PARKING WILL SE PROVIDED.
- SERVICE AREA SHOWN ON THE MASTER PLAN WILL SERVE BOTH THE HOSPITAL AND MEDICA OFFICE BUILDINGS. NUMBER OF LOADING SPACES WILL BE DETERMINED BY NEED BY THE HOSPITAL.

EXTERIOR LIGHTING

- GENERAL SITE LIGHTING FOR THE PROJECT AS A WHOLE MAY BE BASED ON THE USE OF BEST PRACTICES WITH REGARD TO FIXTURE EFFICIENCY WITH THE OVERALL INTENT TO PROVIDE AN EMBROY EFFICIENT DESIGN SOLUTION FOR SITE LIGHTING.
- CHERGY EPFICIENT DESIGN SOLUTION FOR SITE LIGHTING.

 THE PROJECT MAY SEEK LEED CERTIFICATION, AND AS SUCH, THE BULK OF THE SITE LIGHTING MAY UTILIZE LIGHT EINITING DECIDE (LED) LAMPS. LARGE PARKING AREAS MAY BE SILMMANTED VIA METAL OR, CONCRETE POLES (30° MANIMUM POLE HEIDHT) MOUNTED ON CONCRETE BASES LOCATED PLUIS WITH FIRSHED RADGE. MAN ENTIFY DRIVES MAY UTILIZE A MORE DECORATIVE PRICTURE WITH A SHORTER POLE HEIGHT (20°-22°) TO PROMOTE A SENSE OF ENTIFY. ALL LIGHT POLES MAY BE DESIGNED TO SUPPORT EINHERS AND OTHER PRAPHICS TO PROMOTE THE HOSPITAL. CAMPUS WANTHHOMO, AS WELL AS WELLIASS EVENTS SUPPORTED BY THE HOSPITAL ALL EXCENSION LIMITARIES MAY SE PROVIDED WITH A LED SOURCE UNLESS NOTED OTHERMSE ON FINAL DEVILOPMENT PLANS. DECORATIVE BUILDING, SITE (SIGLANDS AND PEDESTRAN SCALE PIXTURES) AND LANDSCAPE LED LIGHTING MAY ALSO SE PROVIDED AT THE MAN DROP—OFF CANOPIES, THE SURROLANDING EXTENSION PUBLIC AREAS, WALKWAYS AND OTHER SANGLASS AND TO ACCEPTUATE THE OVERALL DESIGN OF THE PROJECT. LED SOURCES USED WILL INCLUDE A RELATIVELY HORE COUR REDIFIER MISSION OF THE PROJECT. LED SOURCES USED WILL INCLUDE A RELATIVELY HORE COURT REDIFIER ORDER OF TO OR HOTHER MAD SHALL HAVE AN AVERAGE COLOR TEMPERATURE OF ADORS WHICH IS SMALAR TO METAL HAUDE FORTURES.

EXTERIOR SIGNAGE AND WAYFINDING

- THE MASTER SON PLAN PROVIDED INCLUDES THE GENERAL DIRECTION WITH RECARD TO SIZE AND LOCATION OF THE EXTERDOR SIGNADE AND WANTHIGHTS FOR THE PROJECT. CRAWNIGS PROVIDED DEPICT LOCATION AND SIZE OF THE PROPOSED SIGNS TO BE PROVIDED WITH THE PHASE 1 PROJECT ONLY.
- THE OVERALL DESIGN INTENT IS TO PROVIDE SITE SIGNAGE THAT MILL DIRECT VISITORS TO THE APPROPRIATE LOCATIONS ON SITE IN AS MINIMAL A MAINTEN AS POSSBELL DESIGN OF THE SIGN BASES MAY DE HARMONIOUS WITH THE PROPOSED ARCHITECTURE OF THE BULDING AND MAY UTILEZE MATERIALS SIMILAR TO THE PREDOMINANT MATERIALS USED ON THE BULDING. THE MAIN ENTRANCE ON COCKE APPORTA FOR MAY INCLUDE AND DETITY FEATURE THAT COMBINES A GARDEN WALL WITH A GATEWAY ENTRY SIGN FLANGING THE DYNAMIC ROADWAY. ADDITIONALLY, BURLIONS OUNTED SHOWED ANY SE PROVIDED BY THE SCHOOL VIDEOUS AND THE SIGNAD OF THE TOPOCH SHAPE AND OTHER CHILDHAND AND THE LIJUMPATED BY AN LED SOURCE TO PROMOTE FORTIRE EPTICIONLY SMELAR TO SITE LIGHTIMS. EXTEROR DIST PLOYERS MAY BE DESCRIBED TO SUPPORT SHAMES AND OTHER GRAPHICS TO PROMOTE THE MOSTITY. CAMPUS MAY FROM THE MOSTITY AND THE MESTAL SHAPE OF THE MOSTITY OF THE MOSTITY OF THE MOSTITY OF THE MOSTITY OF THE MOSTITY.

LANDSCAPING

- TREE REPLACEMENT TREES CLEARED FROM THE SITE WILL BE REPLACED 1/2 NON DBH TO 1 BION DBH RENOVED. THE MINIMAIN SIZE OF A REPLACEMENT TREE SHALL BE THREE NONES DBH WITH A MINIMAIN PLANTED BEDOM OF SECT.
- BUFFER YARD LANDSCAPING THE BUFFER YARD LANDSCAPING IS INSPIRED BY FLORIDA'S NATURAL NATURE LANDSCAPE. TREES AND SHRUBS SHALL BE FLACED WITH A NATURAL / ORGAND FORM WITHIN THE BUFFER YARDS, SEE LANDS FOR THE BUFFER YARD LOCATIONS AND LANDS FOR LANDSCAPE BUFFER YAYDOL FLANS), A MAXIMUM 75 FEET WORTH CAP IN TREE PLANTINGS MAY EVIST TO PROMOTE CLUSTERED ORGAND FORM
- G. TYPE 'A' BUFFER (13' WIDE) LANDSCAPING ALONG OCCEE APOPKA ROAD
 - A 13' MODE BUFFER SHALL BE TREATED WITH A COMBINATION OF CANODY TREES, EXEMPLED HEES, PAIN TREES, INCOMISTIONY TREES AND RETAINED CONTINUED CONTINUED CONTINUED CONTINUED CONTINUED FOR ALLOWING THE SIZE OF AN AN AMERICAE FREQUENCY OF CHE TREE FOR EXERTY 30' FEET OR LESS.

 STREET TREES SHALL BE PROVIDED ALONG COOCE APOPHA ROAD AT A 80' INTERVAL WITH A CALAPTE CANODY TREES.

 A LIFT STATOS SHALL BE GEOREMIC WITH CONTINUOUS EVENOREEN TREES AND HEQUES FROM THE PUBLIC ROSHT OF WAY.

 A BUS SHELTER ARCA SHALL BE LANGSCAPED WITH FLOWERING TREES AND ORNAMENTAL SHRUBS & GROUNDCOVERS.
- b. TYPE 'B' BUFFER (11" MDE) LANDSCAPING ALONG HARMON ROAD
 - A 11' MOE BUFFER SHALL BE THEATED WITH A COMBINATION OF CANOPY TREES, EVERGREEN TREES, PAUM TREES, UNDERSTORY TREES AND RETAINED COSTING TREES TREES SHALL BE PROVIDED ALONG THE BUFFER YARD AT AN AVERAGE PREQUENCY OF ONE TREE FOR EVERY 30 PEET OF LESS.
- ONE THE YOU ENDY SOME LAND SCAPING ALONG SR 429.

 A 15' MOE BUFFER WILL BE TREATED WITH A COMBINATION OF CANODY THEES, EXEMPLE WITH RESS. FAMILY BEES, WINDESTORY THEES AND RETAINED DESISTING THEES. THE SPHALE SEND FEET WE BUFFER YARD AT AN AVERAGE PRECURBING OF A STANDARD AND AVERAGE PRECURBING OF A STANDARD AND AVERAGE AND AVERAGE PRECURBING OF A STANDARD OF A STANDARD AND AVERAGE AND AVERAG
- BUILDING FOUNDATION LANDSCAPING PLANTING BEDS WILL BE ESTABLISHED BETWEEN THE BUILDING AND PARKING LOT AT A RATE OF 35-50% OF THE LINEAR LENGTH OF THE BUILDING FOOTPRINT.

TABLE 1. TYPIC	AL BUFFER YARD TREE I	721
	CANOPY TREES	
OLERCUS VIRGINIANA	LIVE DAK	4" CALIPER
ACER RUBRUM	RED MAPLE	4" CALIPER
ULMUS ALATA	WINGED ELM	4" CALIPER
TAXODIUM DISTICHUM	BALD CYPRESS	4" CALIPER
	VERGREEN TREES	
MAGNOLIA CRANDIFLORA 'BRACKEN'S BROWN BEAUTY'	BRACKEN'S BROWN BEAUTY MAGNOLIA	4" CAUPER
MAGNOLIA GRANDIFLORA 'LITTLE GEN'	LITTLE GEM MAGNOLIA	3" CALIPER
ELAEOCARPUS DECIPIENS TH	JAPANESE BLUEBERRY TREE	3" CALIPER
NEX X SPECIES	NELLIE STEVENS OR MARY NELL. HOLLY	3" CALIPER
U	NOERSTORY TREES	
LAGERSTROEMIA INDICA	CRAPE MYRTLE	3" CALIPER
LIGUSTRUM JAPONICUM	JAPANESE PRIVET	3" CALIPER
	PALM TREE	
SABAL PALMETTO	CABBAGE PALM	HEIGHT VARIES

SITE DATA

- THE PROPOSED PROJECT IS DEVELOPMENT OF DOSTING VACANT PROPERTY WITH THE CONSTRUCTION AND OPERATION OF A 2200 BED HOSPITAL WITH £200,0000F MEDICA IMPROVEMENTS WILL INCLIDE BUILDINGS, PAYED PARKING AND DRIVE AISLES, SIDEMA ASSOCIATED UTILITIES, AND LANDISCAPPING.
- 2. PROJECT AREA: 1,468,538 SF = 33,713 ACRES
- 3. PROJECT ADDRESS: 1901 HARMON ROAD, APOPKA, FL 32703
- ZONING IN PROCESS (ZIP) (ORANGE COUNTY A-1) 4. EXISTING ZONING PUD. PLANNED UNIT DEVELOPMENT
- NORTH: A-1 (ORANGE COUNTY)
 EAST SIDE: MIXED-EC
 WEST SIDE: A-1 (S.R. 429 EXPRESSWAY)
 SOUTH SIDE: MIXED-EC 6. SURROUNDING ZONING:
- 7. FUTURE LAND USE (FLU) DESIGNATION: MU (MIXED USE)
- 8. EXISTING LAND USE: VACANT, ABANDON GROVE
- HOSPITAL, WITH ANCILLARY USES & MEDICAL OFFICE 9. PROPOSED LAND USE:
- 10. SETBACKS PER CITY OF APOPKA LDC. ARTICLE II SECTION 2.02.01 GENERAL:
 - OCCEE APOPKA ROAD: 25 FT
 HARMON ROAD: 25 FT
 S.R. 429: 25 FT
 SOUTH PROPERTY LINE: 5 FT
- PHASING: THE PROPOSED DEVELOPMENT WILL OCCUR IN MULTIPLE PHASES. PRELIMINARY PHASING IS SHOWN IN THIS MASTER PLAN SET. FINAL PHASING MAY BE REVISED DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS.
- 12. BUILDING/EMPLOYEE SUMMARY (ESTIMATED)

80 BED HOSPITAL UP TO 80,000 SF MEDICAL OFFICE ±480 FULL TIME EQUIVALENT STAFF

UP TO 200 BED HOSPITAL UP TO 200,000 SF MEDICAL OFFICE ±1200 PULL TIME EQUIVALENT STAFF TOTAL MAXIMUM BUILD OUT:

800,000 SF TOTAL FLOOR AREA:

13. FLOOR AREA RATIO (FAR): ALLOWED = 0.25 MINIMUM, 1.00 MAXIMUM PROVIDED = 0.54

14. MAXIMUM BUILDING HEIGHT:

PHASE 1 BUILDING WILL BE UP TO 7 STORIES, WITH ARCHITECTURAL FEATURE ABOVE AND WALK OUT BASEMENT

REQUIRED VENCULAR PARKING SPACES SHALL COMPLY WITH ARTICLE VI SECTION 6.03.02 OF THE CITY OF APOPKA LDC. REQUIRED PARKING IS AS FOLLOWS:

SPACES SPACES
SPACES
SPACES
SPACES SPACES SPACES
S SPACES
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*** ADDITIONAL SPACES ARE REQUIRED FOR EMERGENCY VEHICLES. PROVIDED = 7 SPACES FOR AMBULANCE AND EMERGENCY VEHICLES AND 4 FOR POLICE VEHICLES.

HANDICAP PARKING SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE (FAC) F.S. 316.1955 AND 316.1956. SECTION 2002.2 OUTLINES: THE TOTAL REQUIRED HANDICAP PARKING SPACES. ON TABLE 2002. HOPPITAL OUTPRENT FACILITIES, MEDICAL OFFICE ATTACHED TO HOSPITAL, AIRE REQUIRED TO PROVIDE ADDITIONAL SPACES. THESE FACILITIES SHALL PROVIDE TO 110 (1) PERCENT OF THE CITAL REQUIRED PARKING TO BE HANDICAP PARKING SPACES.

PHASE 1	HOSPITAL: (160 SPACES) MEDICAL OFFICE: ((320 SPACES)=(10%)) TOTAL REQUIRED:	6 SPACES 32 SPACES 38 SPACES
	PROVIDED:	59 SPACES
FULL BULDOUT	HOSPITAL: (400 SPACES) MEDICAL OFFICE: ((800 SPACES))((10X)) TOTAL REQUIRED:	8 SPACES 88 SPACES
	PROVIDED:	91 SPACES

- OFF-STREET LOADING SPACES WILL BE SHARED BETWEEN THE HOSPITAL AND MEDICAL OFFICE BUILDINGS. A MINIMUM OF FOUR (4) LOADING SPACES WILL BE PROVIDED.
- REQUIRED OPEN SPACE PER ARTICLE II SECTION 2.02.01—GENERAL OF THE CITY OF APOPKA LDC, IS A MINIMUM OF 30% LAND AREA.
- MINIMUM REQUIRED OPEN SPACES:
 PHASE 1 OPEN SPACE PROVIDED:
 FULL BUILD OUT OPEN SPACE PROVIDED: 17.50 AC (51.9%) 12.09 AC (35.9%) 19. MAXIMUM ALLOWABLE IMPERVIOUS SURFACE RATIO IS 70% PER CITY OF APOPKA LDC.
- 20. PROJECTED UTILITY CONSUMPTION/IMPACTS AND REQUIRED FIRE FLOW.

PHASE 1: POTABLE WATER DAILY CONSUMPTION = REQUIRED FIRE FLOW = 32,680 GPD (25 GPM) 3,900 GPM 137,330 GPD (95 GPM) GYER 2 DAYS/MEDX 28,000 GPD (19 GPM) 576 LBS/DAY RECLAIMED WATER DALLY CONSUMPTION -WASTEWATER DALLY GENERATION -REFUSE DALLY GENERATION -

PHASE 2 (FULL BUILD-OUT): 81,690 GP0 (57 GPM) 3,900 GPM (95 GPN) OVER 2 DAYS/WEEK 70,000 GPD (48 GPM) 1,440 LBS/DAY POTABLE WATER DAILY CONSUMPTION = REQUIRED FIRE FLOW = RECLAIMED WATER DAILY CONSUMPTION =

UTILITY PROVIDERS

CITY OF APOPKA
WATER, WASTEWATER & RECLAIM
PUBLIC SERVICES DEPARTMENT
748 EAST CLEVELAND STREET
APOPKA, FL 32703
PH: 407.703.1731

DUKE ENERGY ELECTRICAL DIVISION 452 EAST CROWN POINT ROAD WINTER GARDEN, FL 32787 PH: 407.905.3302 FAX: 407.905.3385

CENTURYLINK FLORIDA, INC. TELECOMMUNICATIONS
33 NORTH MAIN STREET
WINTER GARDEN, FL 34787
PH: 407.814.5351
FAX: 407.814.5320

BRIGHT HOUSE NETWORKS CABLE TV 65 SOUTH KELLER ROAD ORLANDO, FL 32810 PH: 407.215.5505 FAX: 407.215.5758

NOTES

- ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING FINAL DEVELOPMENT PLANS APPROVAL PROCESS.
- FINAL DEVELOPMENT PLANS AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED LINDER SECTION 12:2:04 OF THE CITY OF APOPKA LAND DEVELOPMENT CODE (LDC).
- ALL PROPOSED DEVELOPMENT IMPROVEMENTS SHALL CONFORM TO THE APPROVED PUD, THE CITY OF APOPKA LAND DEVELOPMENT CODE (LDC), ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REQUIREMENTS.
- THE MAIN ENTRANCE DRIVE CONNECTING TO OCCUE APOPKA ROAD WILL BE PROVIDED FOR OFFSITE THROUGH A DEVELOPER'S AGREEMENT WITH THE ADJACENT PROPERTY.
- THE DESIGN AND CONSTRUCTION OF STORWARTER MANAGEMENT SYSTEMS, WATER AND SEMER SYSTEMS, UTILITIES AND EASEMENTS SHALL, BE IN ACCORDANCE WITH THE CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS MARKAL.
- ONSITE UTILITIES ARE SHOWN AS CONCEPTUAL ONLY, FINAL PLACEMENT WILL BE DETERMINED DURING THE FRAN DEVELOPMENT FLAN PROCESS. ALL ONSITE UTILITIES WILL BE PROVATELY OWNED AND MAINTAINED.
- ALL PROPOSED UTILITIES (ELECTRICAL, CABLE TV, GAS, TELEPHONE, ETC.) SHALL BE INSTALLED UNDERGROUND. APPURTENANCES TO THESE SYSTEMS THAT ARE REQUIRED TO BE ABOVE GROUND SHALL BE STFECTIVELY SOKERED.
- 8. SANTARY WASTE SERVICES WILL BE PROVIDED BY THE CITY OF APOPKA. DURING PHASE A PRIVATE SANTARY LET STATION WILL BE INSTALLED MITH TOOCK WANN FLORING SOUTH TO THE WITERSECTION OF OOCER APOPKA RODA AND WEST KEEDE RODA, CONNECTING TO AN EXISTING CITY FORCE MAIN. THE FORCE MAIN WILL BE DEDICATED TO, OWNED AND MAYSTANDED BY THE CITY OF APOPKA, GRAZE WITERSECTIVE WILL BE PROVIDED KITS THE RESTAURANT/CAPTERNA OPERATIONS. INTERCEPTION CESION AND DETAILS WILL BE PROVIDED DURING FINAL DEVELOPMENT FLAM PROCESS.
- 10. THIS SITE IS LOCATED IN ZONE X FLOOD HAZARD ZONE, OUTSIDE OF THE 100 FLOODPLAIN PER FEMA/FROM MAP, ORANGE COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 1208SC 0120F, REVISED SEPTEMBER 25, 2008. NEAREST FLOOD PLAIN ELEVATION SET BY FEMA IS IN ZONE AZ, ELEVATION 70.1 MSL FOR LANG RUTHERFORD.
- PER USDA SOIL CONSERVATION SERVICE CLASSIFICATION SYSTEM SOIL SURVEY MAPS THE ONSITE SOILS ARE AS FOLLOWS (SEE MAP TO LETT):

 46 CANDEE FINE SAND, 0-58 SLOPES

 46 TAVARES-HIBE SAND, 0-58 SLOPES

 47 TAVARES-HIBE SAND, 0-58 SLOPES
- 12. PER THE FLORIDA LAND USE, COVER, AND FORMS CLASSIFICATION SYSTEM (FLUCCS) THE

PRE THE FLORDA LAND USE, COVER, AND FORMS CAUSSIFICATION STST ONSITE HABITAT AREAS ARE (SEE MAP TO LIETT): FLUCCS 2150 — FIELDS CROPS FLUCCS 3100 — PRIBAGESUS RANGELAND FLUCCS 3400 — SIGNED AND BRUSHLAND FLUCCS 4140 — CONFERENCE PLANTATIONS FLUCCS 8140 — ROADS AND HIGHMANS FLUCCS 8140 — SIGNAGE WATER COLLECTION BASIN

NO EXISTING JURISDICTIONAL WETLANDS OR OTHER POTENTIAL ENVIRONMENTAL CONDITIONS WERE OBSERVED ONSITE. FOR THE ECOLOGICAL ASSESSMENT REPORT PREPARED BY COULD ECOLOGICAL & ENVIRONMENTAL GROUP, LLC, DATED JURIS 2013, PROCECT No. 013.1010.00

14. ERGSION AND SEDMENTATION CONTROLS SHALL BE IMPLEMENTED DURING CONSTRUCTION AND SHALL COMPLY WITH ALL CITY, STATE, FEDERAL REQUIREMENTS.

NO EXISTING HISTORICAL STRUCTURES OR OTHER CULTURALLY SIGNIFICANT ARTIFACTS
WERE OBSERVED ONSITE, PER THE ECOLOGICAL ASSESSMENT REPORT PREPARED BY GIOUS
ECOLOGICAL EDVINGOMENTAL GROUP, LLC, DATED JANE 2013, PROSECT MO. GI3.1010.00

PROJECT LANDSCAPING WILL MEET STANDARDS SET FORTH IN ARTICLE V, ARTICLE II SECTION 2.02.00.817, AND THE WATER-WEE ORDINANCE No. 2009 OF THE CITY OF APOPIKA LAND DEVELOPMENT CODE (LDC), UNLESS OTHERWISE APPROVED BY THE CITY OR THESE PLANS.

- 17. PROJECT LIGHTING WILL MEET STANDARDS SET FORTH IN THE CITY OF APOPKA LAND DEVELOPMENT CODE (LLC) AND THE CITY'S DEVELOPMENT DESIGN GUIDELINES, UNLESS OTHERWISE APPROVED BY THE CITY OF THE MASTER SHOW PLAN. PROTOMERIES FLANS SHALL BE PROVIDED AS PART OF THE FINAL DEVELOPMENT FLAN PROCESS. ALL LIGHT POLES (PARKING AND PEDESTRIAN) SHALL BE DECORATIVE BY STYLE WITH SIZE FLUID
- 19. INTERNAL SIDEMALYS HAVE BEEN PROVIDED FOR PEDESTRIAN AND BICYCLE ACCESS FROM THE DOSTRINE CONCRETE SIDEMALY ON OCIDEE APOPKA ROAD, AS WELL AS FOR ACCESS TO HARMON ROAD ROHF-OC-WAY. BECYCLE PARKING RACKS MLL BE PROVIDED AT A MINIMUM OF ONE (1) SPACE PER 100 CAIR PARKING SPACES, LOCATION AND SIZES TO BE DICTEMENTED DURING PRIAL EVILLIPATE FLAN PROCESS.
- 20. A TRASH COMPACTOR SHALL BE PROVIDED FOR REFUSE. REFUSE WILL BE COLLECTED BY LOCAL APPROVED FRANCHISE ON A MEEKLY BASIS.
- 21. FIRE RESCUE WILL BE PROVIDED BY THE CITY OF APOPKA FIRE DEPARTMENT. THE FIRE DEPARTMENT IS APPROXIMATELY 2.5 MILES NORTHEAST OF THE DEVELOPMENT, LOCATED ON SOUTH PARK AMPAINE. CONSTIE FIRE PROTECTION WILL BE PROVIDED WITH A LOOPED MATER DISTRIBUTION SYSTEM WITH FIRE STRONGS. PROTECTION SYSTEM FIRE STRONGS AND SYSTEM. FIRE PROTECTION SERVICES WILL BE IN COMPLIANCE WITH THE ADDITION SYSTEM. FIRE PROTECTION SERVICES WILL BE IN COMPLIANCE WITH THE ADDITION OF APOPKA FIRE DEPARTMENT STRONGS AND REQUIREMENTS.
- 22. NO OUTSIDE STORAGE OF PARTS, SUPPLIES, MATERIALS, GOODS OR EQUIPMENT SHALL BE ALLOWED, UNLESS FULL SCREENED FROM VIEW.
- ALL ROOF TOP EQUIPMENT SHALL BE COMPLETELY SCREENED FROM ADJACENT PROPERTY AND PUBLIC RIGHT-OF-WAYS.
- 24. IF A FINAL DEVELOPMENT PLAN ASSOCIATED WITH THE PUD HAS NOT BEEN APPROVED BY THE CITY WITHIN THREE (3) YEARS AFTER APPROVAL OF THE MASTER PLAN FOR THE PUID, THE APPROVAL OF THE PUID MASTER PLAN WILL EXPORT.
- 25. SCHOOLS: THIS IS A COMMERCIAL DEVELOPMENT, NO RESIDENTIAL USES ARE PROPOSED. PUBLIC SCHOOL CAPACITY IS NOT REQUIRED.
- THE PARKS A DECREATION THIS IS A COMMERCIAL DEVELOPMENT, NO PARKS REQUIRED.
- 27. PER THE TRANSPORTATION IMPACT ASSESSMENT REPORT PREPARED BY LIKE TRANSPORTATION ENGINEERING CONSULTANTS, DATED JULY 24, 2013, REPORT NO. 13-0106, THE PROPOSED LAND USE MILL GENERALE 10.552 DALY SHOLDE TRIPS ENDS. 742 AM PECK HOUR VEHICLE TRIP END AND 325 PM PECK HOUR VEHICLE TRIP ENDS. TRAFFIC GENERATION WAS CALCULATED UTILIZING THE 9TH EXTRON ITE TIMP GENERATION REPORT, 2012.
- 29. ALL INTERNAL ROADS AND SIDEWALKS WILL BE PRIVATELY OWNED AND MAINTAINED.
- LYNX SHELTER LOCATION SHOWN FOR INFORMATION ONLY, CONSTRUCTION TIMING OF SHELTER WILL BE COORDINATED WITH LYNX.

LAKE APOPKA NATURAL GAS NATURAL GAS 1320 WINTER GARDEN VINELAND

ROAD WINTER GARDEN, FL 34787 PH: 407.656.2734 FAX: 407.410.7024

MCINTOSH / 3 NEERS ENGI Section 1 DATA

MASTER PLAN
LORIDA HOSPITAL APOPKA
REPLACEMENT CAMPUS
CITY OF APOPKA, FLORIDA
ELOPMENT STANDARDS, SITE DA
AND NOTES

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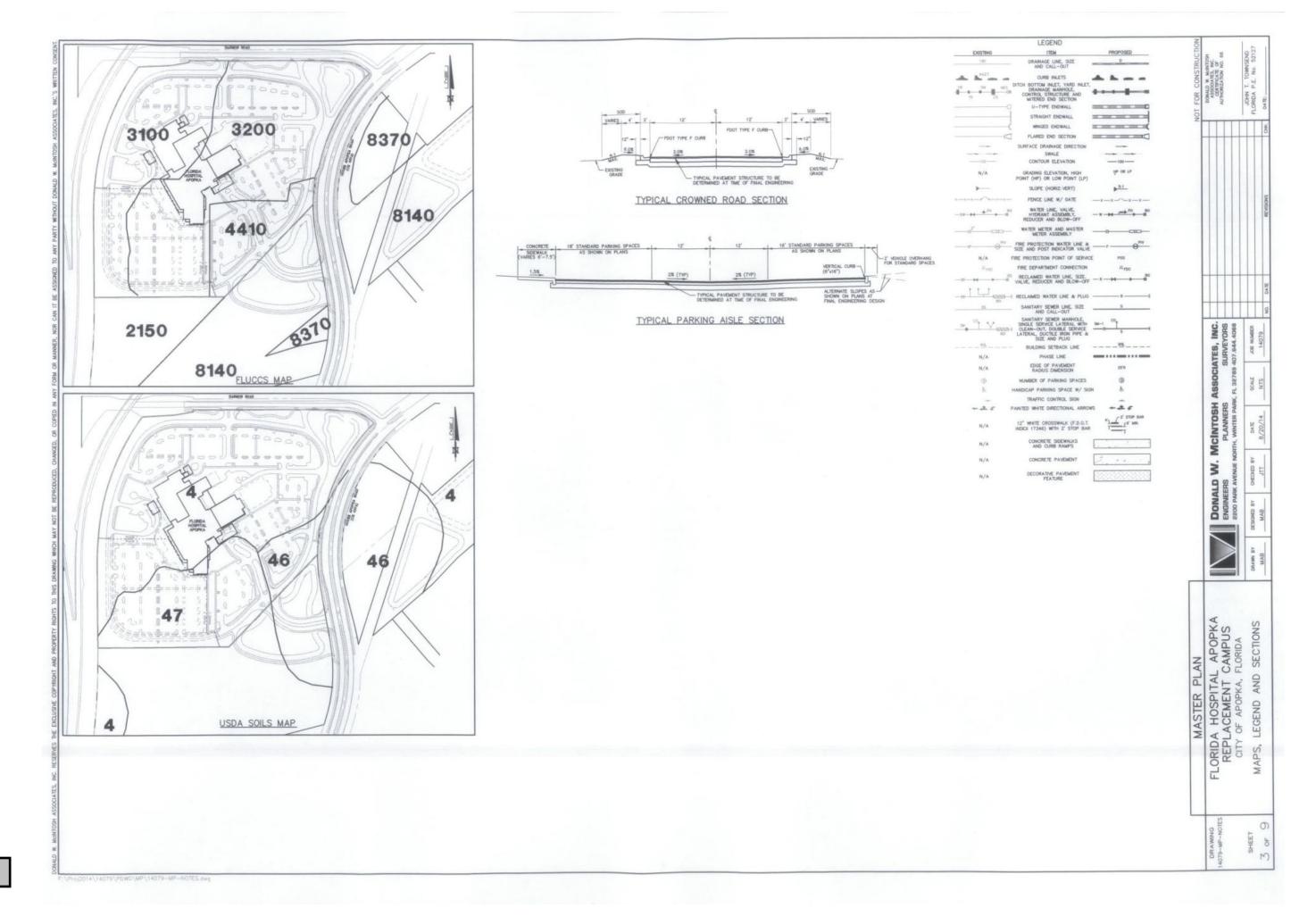
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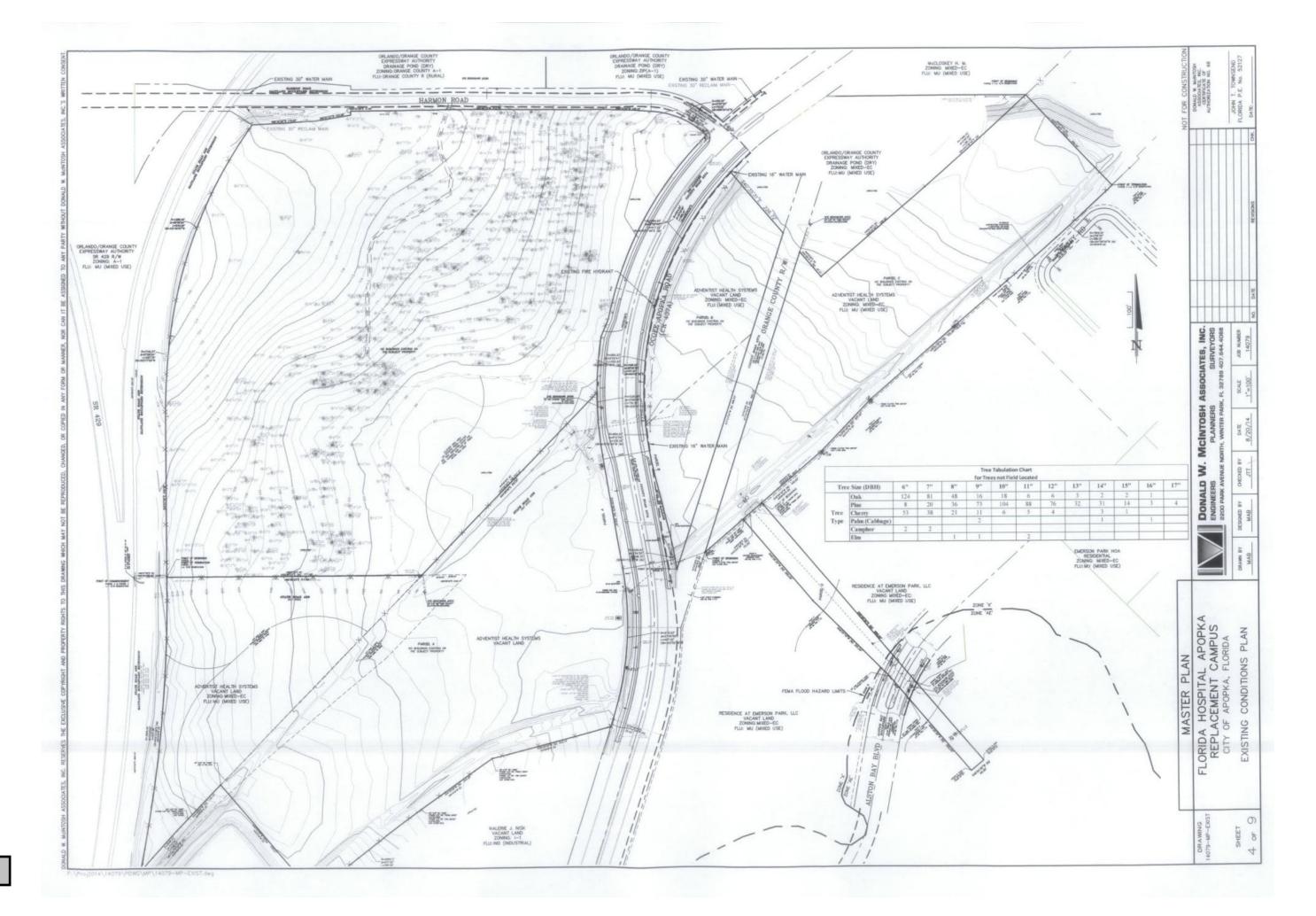
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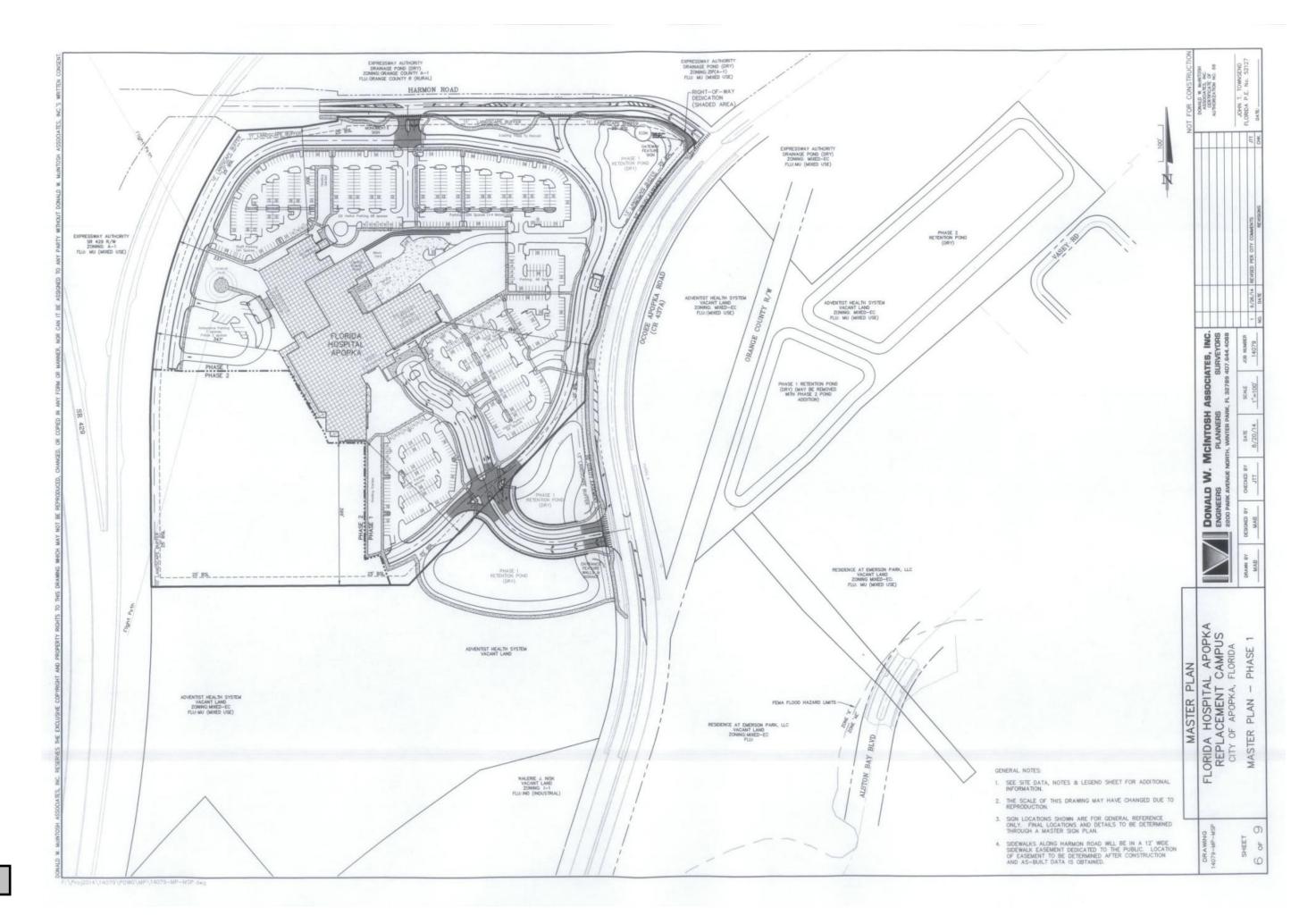
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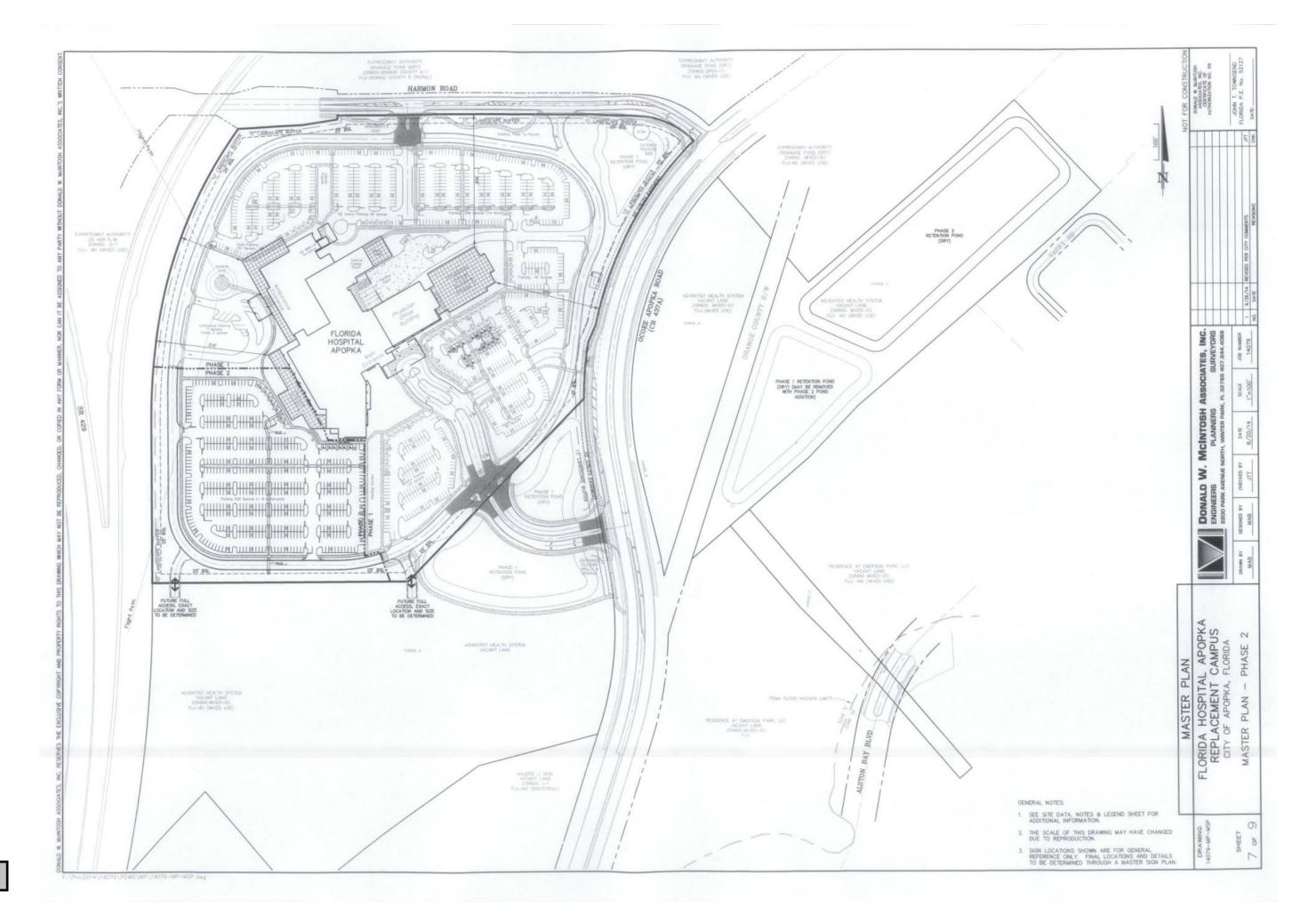
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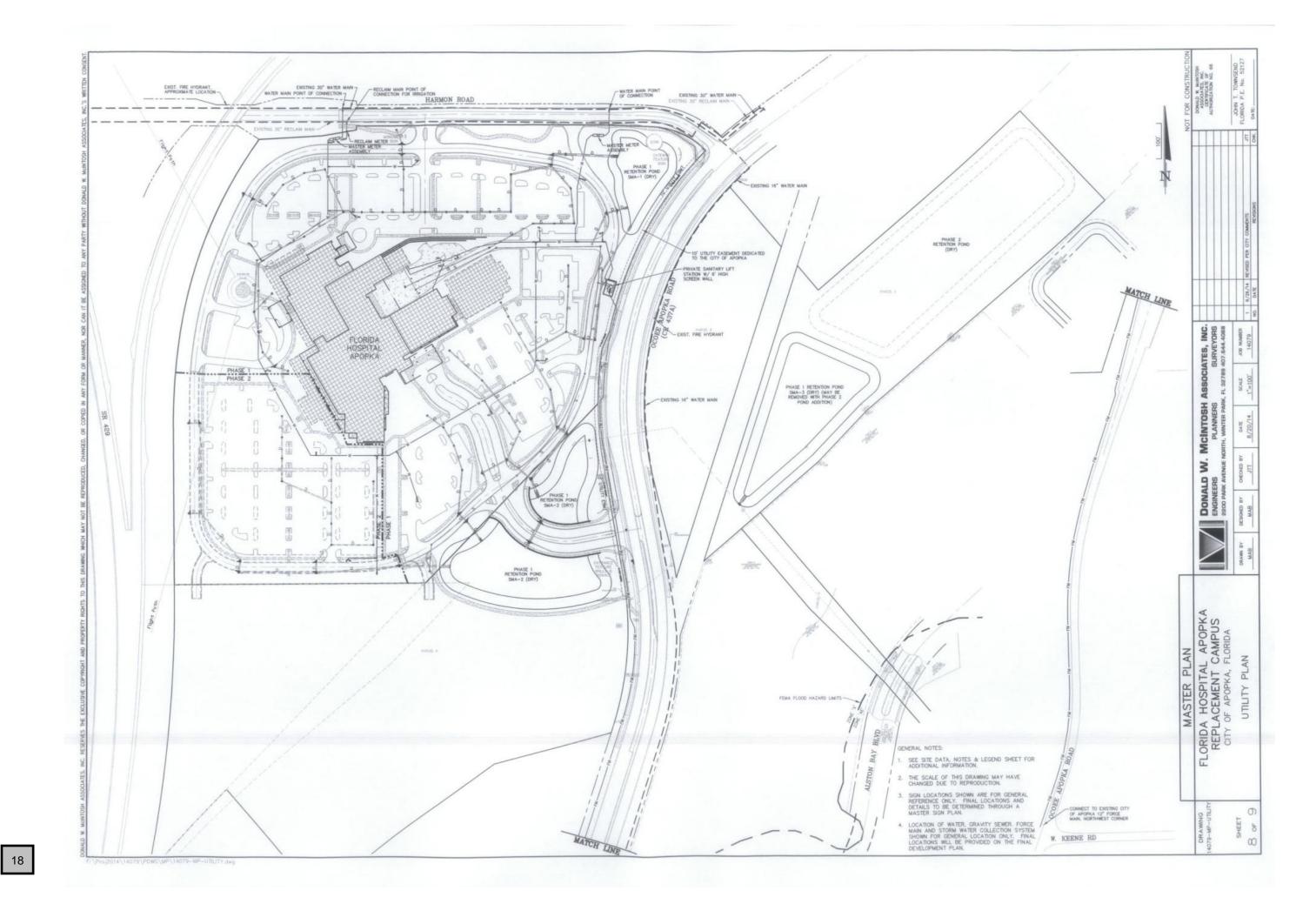


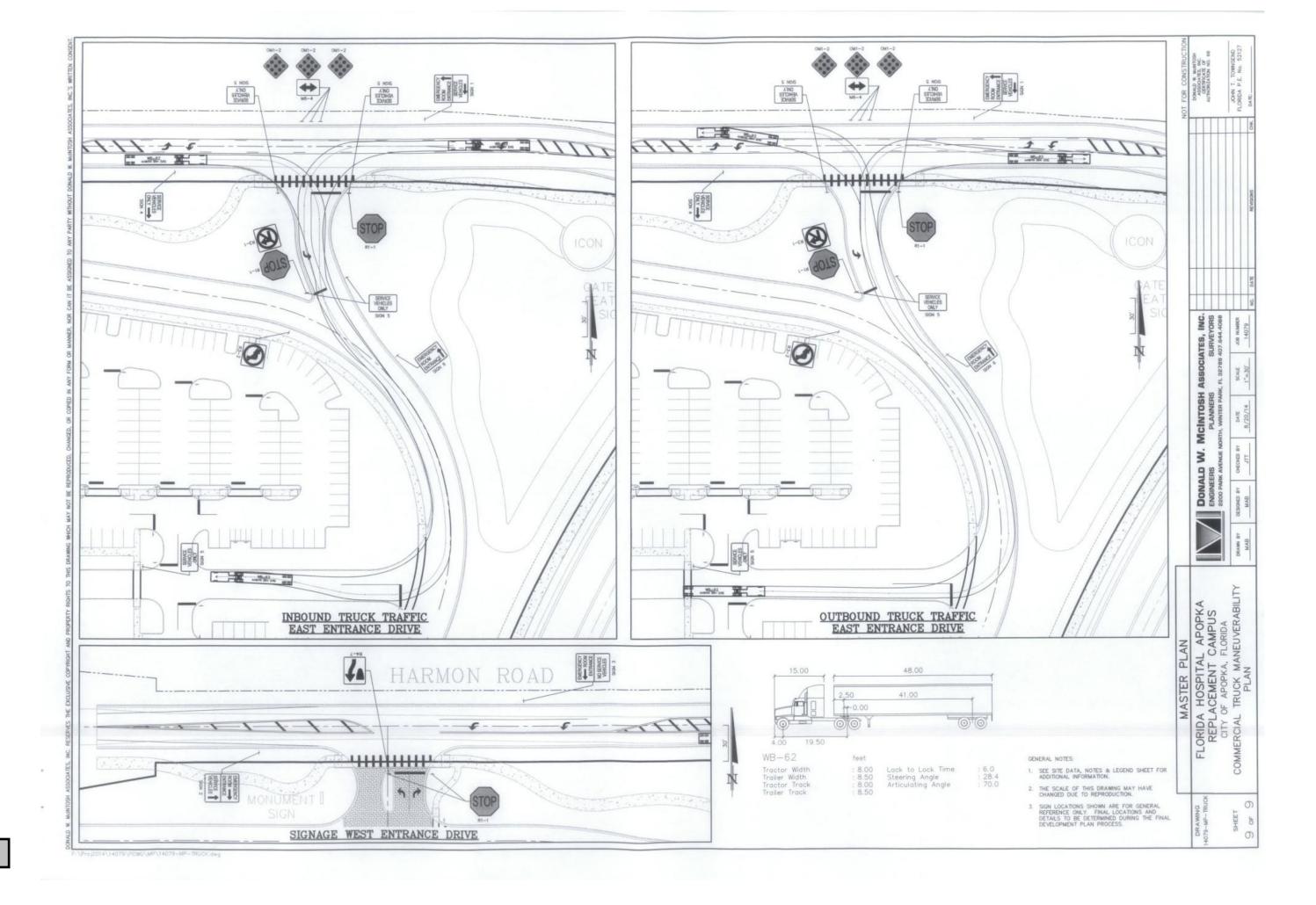


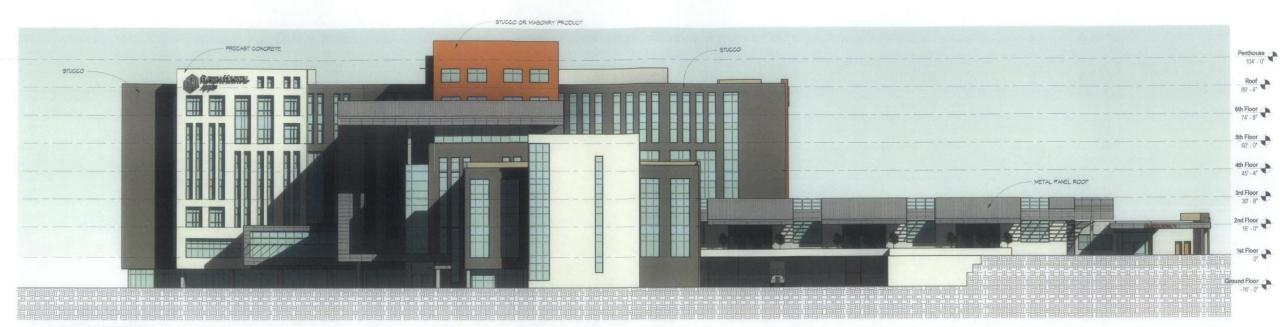












1 EAST ELEVATION SCALE: 1" = 20'-0"

NOTE: PREDOMINANT MATERIALS MAY INCLIDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASON PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A SLASS AND ALIMINUM CURTAIN WALL SYSTEM.



2 WEST ELEVATION SCALE: 1" = 20'-0"

NOTE: PREDOMINANT MATERIALS MAY INCLIDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A SLASS AND ALIMINUM CURTAIN MALL SYSTEM.

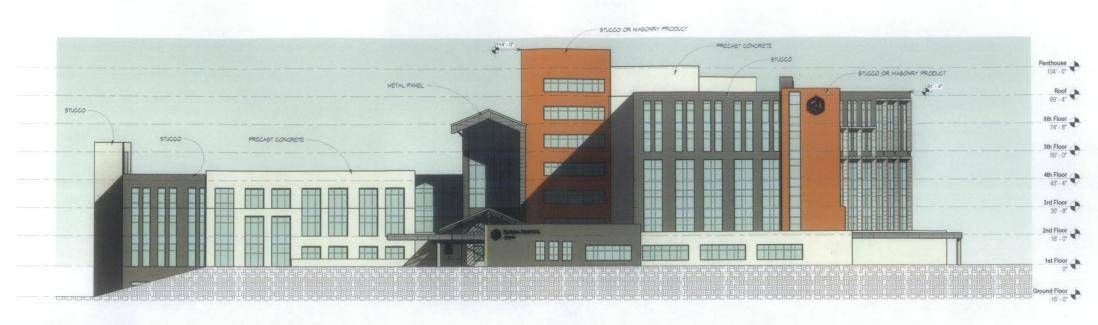
PROPOSED MATERIAL LISTING

- PRECAST CONCRETE
- STUCCO
- MASONY PRODUCT
- METAL PANIEL
- CAST IN PLACE CONCRETE
- GLASS AND ALLMINUM CURTAIN MALL



FLORIDA HOSPITAL APOPKA

FLORIDA HOSPITAL - APOPKA, FLORIDA CONCEPTUAL EXTERIOR ELEVATIONS 10.07.14



NORTH ELEVATION

NOTE: PREDOMNANT MATERIALS MAY INCLIDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A SLASS AND ALIMINAM CURTAIN MALL SYSTEM.



2 SOUTH ELEVATION SCALE: 1" = 20"-0"

NOTE: PREDOMNANT MATERIALS MAY INCLIDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONR PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALIMINUM CURTAIN MALL SYSTEM.

PROPOSED MATERIAL LISTING

- PRECAST CONCRETE
- STUCCO
- MASONEY PRODUCT
- METAL PANEL
- CAST IN PLACE CONCRETE
- GLASS AND ALIMNIM CURTAN WALL



FLORIDA HOSPITAL APOPKA

CONCEPTUAL EXTERIOR ELEVATIONS 10.07.14

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Borron J. Owen, Jr., Esquire Gray Robinson, P.A. 301 E. Pine Street, Suite 1400 Orlando, Florida 32801 Phone: 407-843-8880

TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT

	TRANSPORTATION IMPROVEMENT is made this day of		`
APOPKA, F	LORIDA, a Florida municipal corporation	(the "City") and ADVENTIS	T HEALTH
SYSTEM/SU	NBELT, INC., a Florida not-for-profit corpo	ration, ("Florida Hospital").	
	RECITALS	:	
A.	Florida Hospital is the fee simple owner of Apopka, Orange County, Florida, being	1 1 2	•
	attached hereto and incorporated herein by		

- B. This Agreement is attached as Exhibit "____" to City Ordinance _____ that approves and establishes the Planned Unit Development zoning for the Subject Property, and includes the master plan (the "Master Plan") approved by the City for the Subject Property (the "PUD"); and
- C. Florida Hospital intends to develop a hospital, with ancillary uses, and a medical health care facility, collectively consisting of up to 200 hospital beds, with ancillary uses, and up to 200,000 square feet of medical office on the Subject Property (the "**Hospital Project**") that is depicted and described in the Master Plan; and
- D. The City has determined that the Hospital Project is a critical component of the City in that it positively affects the City in many ways, including, without limitation, through the providing of health, wellness, emergency services and economic development, and elevating the health of the community; and
- E. Coincident with the approval of the PUD, the City has also approved the Preliminary Development Plan (the "**Development Plan**") for the initial phase of the Hospital Project (the "**Initial Phase**") that will consist of (i) a hospital facility containing approximately 400,000 square feet, of which approximately 105,000 square feet may be shell space for development of future additional hospital beds and ancillary uses (the "**Hospital Shell Space**"), (ii) up to eighty (80) certificated hospital beds, and (iii) approximately 80,000 square feet of medical office, of which approximately 40,000 square feet may be shell space for development of future medical office (the "**Medical Office Shell Space**"); and
- F. Florida Hospital shall comply with all provisions of the PUD and the Development Plan in the development of the Hospital Project, in addition to the conditions of any other development approvals or permits issued by the City; and
- G. Development of the Hospital Project remains subject to certain approvals by the City,

- including, but not limited to, final development plan approval and issuance of building permits, certificates of occupancy, certificates of completion and approvals contemplated in the PUD and in the City's Land Development Code (the "City Code"); and
- H. Construction of certain road improvements is needed to accommodate Florida Hospital's development of the Hospital Project, and construction of certain other road improvements are reasonably proportional to the impacts of the Hospital Project; and
- I. Florida Hospital and the City agree, as more particularly set forth herein, that Florida Hospital, or its independent contractors, shall, in the case of the site-related road improvements described in subparagraph 3a hereafter, or may, in the case of the non-site-related road improvements described in subparagraphs 3b and 3c hereafter, design (subject to City approval), permit, install and construct the road improvements described hereafter in this Agreement; and
- J. Florida Hospital voluntarily agrees with the conditions, terms and restrictions herein contained, and has voluntarily agreed to their imposition as a condition to the development of the Subject Property; and
- K. This Agreement is a non-statutory agreement that is not subject to or enacted pursuant to the provisions of Sections 163.3220 through 163.3243, Florida Statutes; and
- L. The City and Florida Hospital now desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the road improvements, the development of the Hospital Project and the Subject Property, and other matters as provided for herein.
- M. Florida Hospital has cooperatively and actively participated in the City's preparation of the Ocoee Apopka Road Small Area Study (OAR SAS). Florida Hospital shall review and take into consideration recommendations and plans from the OAR SAS when proposing any amendments to the Development Plan and for any other development plans involving the Subject Property or any other parcels it owns within the OAR SAS. If the City proceeds with implementation of the OAR SAS, coordination and communication will continue to include Florida Hospital prior to any adoption of new development and zoning standards that may affect the Subject Property or other abutting properties owned by Florida Hospital.
- **NOW, THEREFORE**, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Florida Hospital and the City agree as follows:
- 1. **Recitals**. The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.
- 2. **City Approvals; Shell Space; Development after Initial Phase**. In addition to the requirements and obligations of Florida Hospital herein, the development of the Subject Property and the Hospital Project are subject to the PUD, the Master Plan, the Development Plan, City Code requirements, and other approvals and permits for the Hospital Project and Subject Property. The City acknowledges that the City has reserved sufficient traffic capacity for the entire Hospital Project, provided Florida Hospital constructs the site-related road improvements during the Initial Phase as described in

subparagraph 3a hereafter. Build out of the Hospital Shell Space and the Medical Office Shell Space will occur when Florida Hospital applies to the City for a building permit or permits requesting development of the same in accordance with the City's process and procedures. Further development of the Hospital Project after the Initial Phase will occur in one (1) or more additional phases by Florida Hospital applying to the City for review and approval of a development plan and a building permit or permits for each subsequent phase, as provided in the City Code.

- 3. **Road Improvements**. No part of this Agreement obligates the City to construct or fund any road improvement described herein. As part of Florida Hospital's construction of the Hospital Project, Florida Hospital, at its sole cost and expense, shall, in the case of the site-related road improvements described in subparagraph 3a hereafter, or may, in the case of the non-site-related road improvements described in subparagraphs 3b and 3c hereafter, design (subject to City approval), permit, install, and construct the following road improvements:
 - a. The following road improvements (i) will be required as part of the Initial Phase as the only required and necessary site-related improvements for the entire Hospital Project, (ii) are conceptually depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference, (iii) are not eligible for transportation impact fee credits, and (iv) are subject to the City's approval of the design:
 - (1) Improve Harmon Road to twenty-four (24) foot cross-section with four (4) foot paved shoulders between Binion Road and S.R. 429 limited access right-of-way consistent with the existing section for Harmon Road under the S.R. 429 overpass (+/-900 linear feet, estimated cost \$90,000.00).
 - (2) Improve Harmon Road to thirty-three (33) foot cross-section (two-lane road designed to "urban" standards, with a continuous turn lane each eleven (11) feet) from the east edge of the limited access right-of-way of S.R. 429 to Ocoee-Apopka Road (+/-1,100 linear feet, estimated cost \$250,000.00).
 - (3) Extend existing auxiliary southbound right turn lane (designed to "urban" standards) on Ocoee-Apopka Road at the Florida Hospital Main Entrance, as depicted in the Master Plan (estimated cost \$90,000.00).
 - (4) Add auxiliary northbound left turn lane (designed to "urban" standards) on Ocoee-Apopka Road at the Florida Hospital Main Entrance depicted in the Master Plan (estimated cost \$90,000.00).
 - (5) Provide a transit shelter and bus turnout bay pursuant to the standards of LYNX at the time LYNX provides a bus route to the Hospital Project. Relative to the design of the transit shelter, Florida Hospital shall select one (1) of LYNX's pre-designed transit shelters that is architecturally compatible with the Hospital Project, subject to the City's approval of the design. Florida Hospital shall be responsible for the maintenance of the transit shelter.
 - (6) Provide a ten (10) foot wide multi-use trail along Florida Hospital's property frontage on Harmon Road, as depicted in the Master Plan (+/-____ linear feet, estimated cost \$.00).
 - (7) Provide a ten (10) foot wide multi-use trail along Florida Hospital's

property frontage on Ocoee-Apopka Road from Harmon Road south to +/-190 feet south of the main entrance to the Hospital Project, as depicted in the Master Plan (+/-____linear feet, estimated cost \$.00).

- b. The following non-site-related road improvements and road design (i) are not required for the Hospital Project, but any one (1) or more of them may be undertaken by Florida Hospital as part of the Initial Phase (subject to the City's approval of design, estimated construction costs and proportionate share in accordance with a construction schedule provided by Florida Hospital to the City, provided that the City and Florida Hospital shall agree, no later than final approval by City Council of the final Development Plan, upon which of these road improvements will be undertaken by Florida Hospital), (ii) are conceptually depicted in **Exhibit** "C" attached hereto and incorporated herein by this reference, and (iii) are listed below in order of priority from the highest to the lowest priority (references to estimated cost and proportionate share are estimates only and are subject to the City's review and approval):
 - (1) Construct a two-lane roundabout (designed to "urban" standards, subject to the City's approval of design) at the intersection of Harmon Road and Ocoee-Apopka Road (estimated cost \$750,000.00, estimated proportionate share (fair share percentage) of Florida Hospital 11%). Florida Hospital shall be responsible for maintaining any and all landscaping, hardscaping and irrigation installed by Florida Hospital as part of the construction of the roundabout, unless such maintenance is assumed by the City or some other entity pursuant to a separate agreement with Florida Hospital. Relative to landscaping only, Florida Hospital shall be entitled to transportation impact fee credits for the value of landscaping that the City would typically install in a public right-of-way of this size and configuration. Nothing herein precludes the City from placing a gateway sign within the roundabout. No signage, structures, art, or fixtures shall be placed within the roundabout without the consent of the City.
 - (2) In the event the roundabout described in subparagraph (1) above is determined by the City, after consultation with Florida Hospital, to not be feasible or practicable, install & construct a mast arm signalization, with upgraded pavement treatments (pavers, decorative concrete, etc.), landscaping, hardscaping and irrigation, (designed to "urban" standards, subject to the City's approval of design) at the intersection of Harmon Road and Ocoee-Apopka Road (estimated cost \$500,000.00, estimated proportionate share (fair share percentage) of Florida Hospital 11%). Florida Hospital shall be responsible for maintaining any and all landscaping, hardscaping and irrigation installed by Florida Hospital as part of the construction of the intersection, unless such maintenance is assumed by the City or some other entity pursuant to a separate agreement with Florida Hospital.
 - (3) Provided the City takes over the jurisdiction of Ocoee-Apopka Road from Orange County, provide to the City "private developer formatted" construction drawings, in accordance with City standards, of the design of the road improvements (designed to "urban" standards, subject to the City's approval of design) to widen Ocoee-Apopka Road from two lanes to four lanes (divided) from Emerson Park on the north to the S.R. 429 Interchange on the south (estimated cost \$275,000.00, estimated proportionate share (fair share percentage) of Florida Hospital 11%).
 - (4) Subject to ability to obtain permits, add five (5) foot wide paved shoulders to Ocoee-Apopka Road in the vicinity of Keene Road from Emerson Park

entrance on the north to the S.R. 429 interchange on the south where shoulders do not already exist (\pm -2,250 linear feet) (estimated cost \$350,000.00, estimated proportionate share (fair share percentage) of Florida Hospital – 11%).

- (5) Install a mast arm traffic signal at the intersection of Ocoee-Apopka Road and Boy Scout Road (estimated cost \$300,000.00, estimated proportionate share (fair share percentage) of Florida Hospital 15.0%).
- (6) Install a mast arm traffic signal and construct southbound left turn lane at the intersection of Ocoee-Apopka Road and Keene Road (estimated cost \$400,000.00, estimated proportionate share (fair share percentage) of Florida Hospital 10.0%).
- c. Additional non-site-related road improvements are not required for the Hospital Project, but may be undertaken by Florida Hospital as part of subsequent development phases after the Initial Phase, provided that during the approval of the preliminary development plan and the final development plan for each such subsequent phase, such improvements are identified by Florida Hospital, approved by the City, and the design, estimated construction costs and Florida Hospital's proportionate share thereof agreed to by the City, and this Agreement modified and amended to include any such additional road improvements.
- d. The above road improvements shall include all signage and pavement and markings and all stormwater and other improvements and appurtenances related to and required therefore (all of the foregoing is referred to herein collectively as the "Road Improvements"). Unless otherwise agreed by the City, Florida Hospital shall control all aspects of the design, construction and installation of the Road Improvements, subject to right-of-way permit/use regulations and requirements of the City and other governmental agencies with jurisdiction, and Florida Hospital shall select and hire any necessary independent contractors. In connection with any of the Road Improvements for which Florida Hospital will be seeking transportation impact fee credits from the City, Florida Hospital shall competitively bid the projects for such Road Improvements in accordance with Florida Hospital's policies and procedures.

In connection with subparagraph 3a(5) above, if, as a result of the impacts of the Hospital Project within five (5) years after the issuance of the certificate of occupancy for the Initial Phase of the Hospital Project, there is sufficient demand to justify and support bus service (LYNX) to the Hospital Project, Florida Hospital shall be responsible for paying the costs, if any, of such bus service, and the City will have no obligations therefore. After such five (5) period after the issuance of the certificate of occupancy for the Initial Phase of the Hospital Project, if there is sufficient demand to justify and support bus service (LYNX) to the Hospital Project, Florida Hospital shall be responsible for paying its proportionate share of the costs, if any, of such bus service.

In connection with any of the Road Improvements constructed by Florida Hospital for the Initial Phase and each subsequent phase of the Hospital Project, Florida Hospital shall have the City Engineer inspect such Road Improvements according to an inspection schedule approved by the City at the preconstruction meeting for each such Road Improvement. Upon completion of each Road Improvement, Florida Hospital shall obtain a certificate of acceptance from the City Engineer for such Road Improvement, and as a condition precedent to receiving a certificate of completion, Florida Hospital shall execute and deliver to the City: (i) invoices for the construction costs of the Road Improvement, (ii) a one (1) year maintenance bond or irrevocable letter of credit in an amount equal to ten percent (10%) of the Road Improvement's construction costs (which includes, without limitation, the design, permitting, installation, construction, testing and inspection related to the Road Improvement) as approved by City

Engineer (the total costs for the Road Improvements is referred to herein as the ("Road Improvements Construction Costs") and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Road Improvement has been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any for the Road Improvement. No certificates of occupancy shall be issued for any part of the applicable phase of the Hospital Project until completion of the Road Improvements to be constructed by Florida Hospital for that phase, including the issuance of the certificate of completion by the City Engineer, execution and delivery of the bill of sale, and delivery of an acceptable maintenance bond or irrevocable letter of credit for such Road Improvements. The Road Improvements to be constructed by Florida Hospital for a particular phase of the Hospital Project shall be deemed completed upon Florida Hospital satisfying all of the conditions of this Section 3 ("Road Improvements Completion"). Upon the occurrence of Road Improvements Completion, the City will take over ownership, operation and maintenance of the portion of Road Improvements located within the City right-of-way, unless otherwise provided in this Agreement. To the extent any of the Road Improvements are to be constructed within the right-of-way of a governmental entity other than the City. Florida Hospital shall, at Florida Hospital's sole cost and expense, obtain all approvals, permits and agreements, and satisfy all requirements and conditions necessary for, the design permitting, building, installation, construction, inspection, and testing required by such entity and satisfactory to the City; provided, however, notwithstanding the foregoing, the City agrees to assist Florida Hospital in obtaining any such approvals, permits and agreements from such other governmental entity or entities.

- 4. **Plan Approval**. The City shall have final approval of all plans, designs, and specifications for the Road Improvements identified in Section 3 above. Except as otherwise extended by the City, once Florida Hospital commences construction of the Road Improvements for a particular phase of the Hospital Project, such Road Improvements shall be completed no more than 540 days from the commencement of construction.
- 5. **Compliance with Law**. Nothing in this Agreement shall allow, or be construed to allow Florida Hospital, or its successors and assigns to avoid or delay compliance with any or all provisions of the City's Comprehensive Plan, the City Code, City resolutions and other requirements pertaining to the use and development of the Subject Property.
- 6. **Indemnity**. Florida Hospital hereby indemnifies and holds the City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), judgments, costs and experts' fees, interest and all adverse matters in any way arising out of or relating to Florida Hospital's and its officers', employees' and agents' negligent acts, negligent omissions, negligence, negligent misrepresentation and default under this Agreement, or any combination thereof, arising from or related to Florida Hospital's exercise of (or failure to exercise) the rights or obligations of Florida Hospital under this Agreement and for the risk assumed by Florida Hospital under this Agreement.
- 7. **Validity**. If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.
- 8. **Notices**. Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and Florida Hospital at the following addresses, or at such other addresses designated in writing by the party to receive notice:

<u>City</u>: City Community Development Director

City of Apopka 120 E. Main Street Apopka, FL 32704

With copy to: City Attorney

City of Apopka 120 E. Main Street Apopka, FL 32704

Florida Hospital: Jennifer Wandersleben

Hospital Administrator Florida Hospital Apopka 201 N. Park Avenue Apopka, FL 32703

With copies to: Jody A. Barry, CCIM, MBA

Administrative Director

Strategic Property Development

Florida Hospital

550 East Rollins Street, 7th Floor

Orlando, FL 32803

Borron J. Owen, Jr., Esq. Gray Robinson, P.A.

301 East Pine Street, Suite 1400

Orlando, FL 32801

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

- 9. **Attorney's Fees**. Except as expressly provided otherwise in this Agreement, in any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs.
- 10. **Entire Agreement**. This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.
- 11. **Interpretation**. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

- the rights and the obligations under this Agreement shall benefit, burden, and bind the successors and assigns of all parties to this Agreement. Florida Hospital shall remain responsible for the performance of its obligations under this Agreement in the event of assignment of this Agreement and/or the conveyance or transfer of the Subject Property unless Florida Hospital obtains a written release from the City; such requested release will not be unreasonably withheld if Florida Hospital is not in default of this Agreement and the City has reasonable assurance that Florida Hospital's obligations hereunder will be satisfied by the proposed assignee of this Agreement and proposed owner of the Subject Property. In the event all obligations under this Agreement have been completed, no such approval from the City shall be required. Excluding the City, Florida Hospital and all transferees, transferor, grantees, grantors, assignees and assignors of Florida Hospital relating to the Subject Property are jointly and severally liable for Florida Hospital's obligations under this Agreement. The rights granted to Florida Hospital under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.
- Local Development Approvals and Permits. Notwithstanding anything herein to the contrary, all development of the Hospital Project shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized, provided or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City Code and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Florida Hospital's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

Notwithstanding the foregoing, upon the approval of the City's Community Development Director, the City may issue a separate permit to Florida Hospital for site clearing and mass grading for the Initial Phase pursuant to a specific application therefore submitted by Florida Hospital after the City's approval of the Preliminary Development Plan, but prior to approval of the Final Development Plan.

14. **Rights-of-Way**. The City shall be under no obligation to condemn any right-of-way, easements or other property rights for the construction of the Hospital Project or for any of Florida Hospital's obligations provided for herein. However, the City agrees to cooperate with and assist Florida Hospital in obtaining any required consents and approvals from other governmental agencies that own real property affected by the Road Improvements.

15. Transportation Impact Fees.

(a) All portions of the Hospital Project are subject to, and require payment of, the City's transportation impact fees prior to the time of obtaining each certificate of occupancy for construction of and/or build out of occupied/useable space within Hospital Project buildings and structures, subject to the provisions of this Agreement relative to transportation impact fee credits. With regard to the Hospital Shell Space and the Medical Office Shell Space, build out is subject to,

and requires payment of, the City's transportation impact fees prior to the time of obtaining each certificate of occupancy, subject to the provisions of this Agreement relative to transportation impact fee credits. Florida Hospital shall be entitled to transportation impact fee credits for the costs and expenses actually expended by Florida Hospital for those Road Improvements described in subparagraphs 3b and 3c of this Agreement, but only (i) to the extent that such costs and expenses are allowed by the City's Transportation Impact Fee Ordinance (Chapter 26 of the City Code), (ii) to the extent that such costs and expenses, along with all documentation therefore, are submitted to the City and such costs and expenses and documentation are reviewed and approved by the City as reasonable and consistent with the City's Transportation Impact Fee Ordinance (Chapter 26 of the City Code), and (iii) up to the amount such costs and expenses exceed Florida Hospital's proportionate share (fair share percentage) of the Road Improvements described in subparagraphs 3b and 3c actually constructed by Florida Hospital.

- (b) Notwithstanding anything in the City's Code, this Agreement and any other agreements or approvals, to the contrary, the amount of the transportation impact fee credits provided for in this Agreement shall not exceed the amount of the transportation impact fees assessed for development of the Subject Property. Further, transportation impact fee credits relating to the Subject Property and the Hospital Project are not transferable to or usable by any other property or project. The City shall not be responsible for providing any compensation or reimbursements concerning unused transportation impact fee credits obtained by Florida Hospital under this Agreement.
- (c) In connection with the calculation of the transportation impact fees and credits for the Hospital Project and each phase thereof, Florida Hospital may undertake and submit to the City for consideration an alternative transportation impact fee analysis in accordance with the provisions of the City's transportation impact fee ordinance.
- 16. **Permit Approvals**. Florida Hospital shall be responsible for providing to the City and obtaining any and all approvals and permits for the Road Improvements from all applicable governmental agencies or jurisdictions, including but not limited to, the St. John's River Water Management District ("SJRWMD"), Orange County, Central Florida Expressway Authority and the Florida Department of Environmental Protection ("FDEP").
- Authority. Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns. Florida Hospital represents and warrants to the City that it is the fee simple owner of the Subject Property, free and clear of all encumbrances on the Subject Property, including, but not limited to mortgages and liens, but excluding real estate taxes for 2014 and beyond.
- 18. **Effective Date**. This Agreement shall become effective upon execution by all parties and the PUD becoming effective (the "**Effective Date**").

- **Breach**. In the event of a breach, default, or violation of one or more of the provisions herein by Florida Hospital or the City, the defaulting party shall be given thirty (30) days to cure such breach, default or violation upon receipt of written notice of the breach, default or violation from the non-defaulting party; provided, however, notwithstanding the foregoing, in the event any such breach, default or violation cannot reasonably be cured within such time period, the defaulting party shall have such additional time as necessary to cure such breach, default or violation, provided that the defaulting party (i) has commenced to cure such breach, default or violation during the initial thirty (30) day cure period, and (ii) takes those actions required to cure such breach, default or violation as soon as reasonably possible under the circumstances, but in any event within sixty (60) days after the expiration of the initial thirty (30) day cure period. In the event such breach, default or violation is not cured within said time period or time periods, Florida Hospital or the City, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law or in equity. Notwithstanding the foregoing, the City shall be permitted to, without notice, immediately withhold the issuance of, and revoke, certificates of occupancy, building permits and other permits and approvals associated with the Hospital Project in the event Florida Hospital fails to cure any breach, default or violation as described above.
- 20. **Amendment**. This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and Florida Hospital.
- 21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.
- 22. **Recording**. Within fourteen (14) days after the execution of this Agreement by the parties, the City shall record this Agreement with the cost thereof to be borne by Florida Hospital.
- 23. **Non-Waiver of Sovereign Immunity**. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.
- 24. **Informed Execution**. This Agreement is entered into voluntarily by Florida Hospital without duress and after full review, evaluation and consideration by Florida Hospital. Florida Hospital is represented by legal counsel, or alternatively, has been afforded an opportunity to retain legal counsel for review of this Agreement.
- 25. **Time is of the Essence**. Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.
- 26. **Captions**. The captions or section headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.
- 27. **Independent Parties**. The City and Florida Hospital are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize Florida Hospital to represent or bind the City to matters not expressly authorized or provided in this Agreement.
- 28. **Consistency**. To the extent any of the provisions in this Agreement are inconsistent with, or are more specific than, the PUD, this Agreement controls.

AGREED by the CITY COUNCIL of the CITY OF APOPKA, a Florida municipality, and ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida not-for-profit corporation, as of the day first written above.

[SIGNATURES ON NEXT PAGES]

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Signed, sealed and delivered in the presence of:	"CITY"
Print Name:	
Print Name:	
ATTEST:	
By: Name: City Clerk	
Date:, 2014	4
APPROVED AS TO FORM AND LEGAL only:	LITY for use and reliance by the City of Apopka, Florid
By:	
STATE OF FLORIDA COUNTY OF ORANGE	
appeared	, 2014, before me, the undersigned authority, personall, as and b and are personally known to m
to be the Mayor and City Clerk of the City of	Apopka, Florida, respectively, and acknowledged before mon behalf of the City of Apopka, Florida, as its true act an
	Signature of Notary Public
AFFIX NOTARY STAMP	(Print Notary Name) My Commission Expires: Commission No.: □ Personally known, or
	☐ Produced Identification Type of Identification Produced:

Signed, sealed and delivered in the presence of:	"FLORIDA HOSPITAL"
Print Name:	
	By:
Print Name:	
	Date:, 2014
	[CORPORATE SEAL]
2014, by	eknowledged before me this day of
	Signature of Notary Public
A FEW MOTA BY STAND	(Print Notary Name)
AFFIX NOTARY STAMP	My Commission Expires:
	Commission No.: ☐ Personally known, or
	☐ Produced Identification
	Type of Identification Produced:

EXHIBIT "A"

(Subject Property)

That part of the South 1/2 of the Northwest 1/4 of Section 20, Township 21 South, Range 28 East, Orange County, Florida, lying Westerly of the Westerly line of the right-of-way of County Road 437A and the Westerly line of the limited access right-of-way of State Road 429, being part of Parcel 63-125, all as described in Stipulated Order of Taking recorded in Official Records Book 5460, Page 4796, Public Records of Orange County, Florida; and South of the Southerly line of Parcel 212 Part C, and East of the Easterly line of Parcel 212 Part B, as described in Amended Stipulated Order of Taking recorded in Official Records Book 8959, Page 3113, Public Records of Orange County, Florida.

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EXHIBIT "B"
(Site Related Road Improvements)

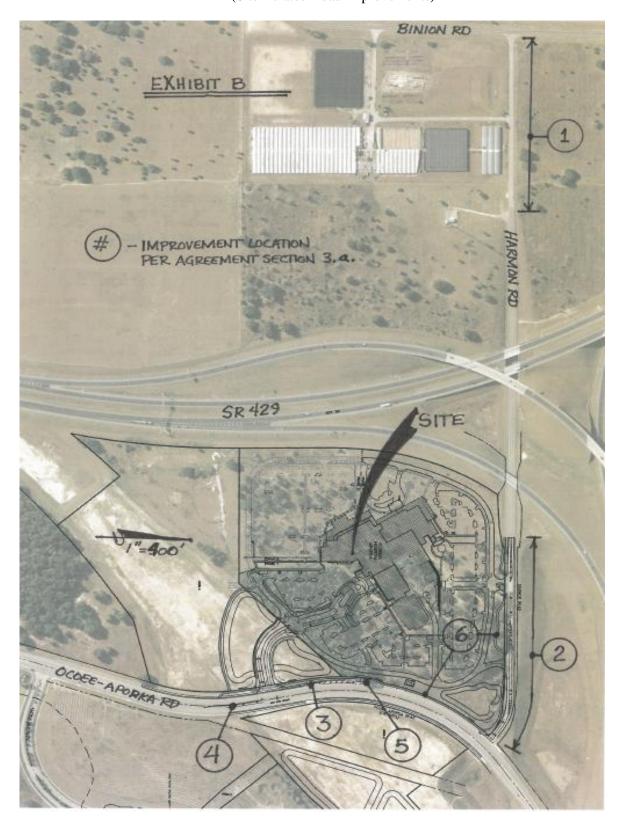
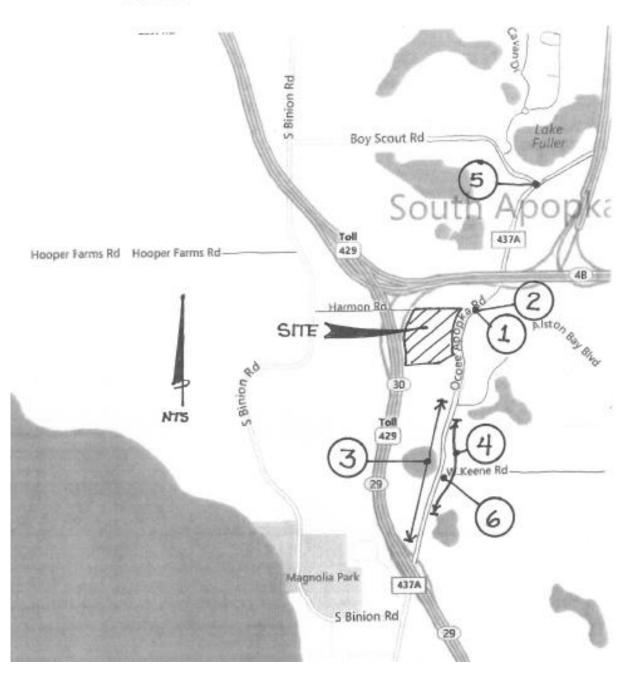


EXHIBIT "C" (Non-Site-Related Road Improvements)





Backup material for agenda item:

1. PRELIMINARY DEVELOPMENT PLAN - Adventist Health System/Sunbelt, Inc. DBA Florida Hospital Apopka, c/o Raymond Moe, for property located south of Harmon Road, west of Ocoee Apopka Road, and east of S.R. 429. (Parcel ID #: 20-21-28-0000-00-007)



CITY OF APOPKA PLANNING COMMISSION

PUBLIC HEARING DATE: October 21, 2014

Community Development ANNEXATION FROM: PLAT APPROVAL

OTHER:

EXHIBITS: Zoning Report

Vicinity Map

Preliminary Development Plan

Landscape Plan

SUBJECT: ADVENTIST HEALTH SYSTEM/SUNBELT, INC. DBA FLORIDA

HOSPITAL APOPKA PRELIMINARY DEVELOPMENT PLAN, PHASE 1

PARCEL ID NUMBER: 20-21-28-0000-00-007

RECOMMEND OF THE **APPROVAL** ADVENTIST **HEALTH Request:**

> SYSTEM/SUNBELT, INC. **DBA FLORIDA** HOSPITAL **APOPKA**

PRELIMINARY DEVELOPMENT PLAN, PHASE 1

SUMMARY

OWNER: Adventist Health System/Sunbelt, Inc., DBA Florida Hospital Apopka

APPLICANT: Florida Hospital Apopka, c/o Raymond Moe

Donald W. McIntosh Associates, Inc., c/o John T. Townsend, P.E. **ENGINEER:**

LOCATION: South of Harmon Road, west of Ocoee Apopka Road, and east of S.R. 429

Vacant Land **EXISTING USE:**

FUTURE LAND USE: Mixed Use

ZONING: "County" A-1 (ZIP)

PROPOSED ZONING: "City" Planned Unit Development (PUD/Mixed EC)

PROPOSED

DEVELOPMENT: Hospital with ancillary uses and Medical Offices (including a medical helipad)

Up to 200 bed, seven-story hospital (up to 600,000 sq. ft.) and medical office

building (up to 200,000 sq. ft.)

First Phase: 80 beds (400,000 sq. ft.) with 80,000 sq. ft. medical office space and

a helipad

TRACT SIZE: 33.7 +/- acres

MAXIMUM ALLOWABLE

As allowed by the PUD Master Plan DEVELOPMENT:

DISTRIBUTION

Mayor Kilsheimer Finance Dir. Public Ser. Dir. Commissioners (4) HR Director City Clerk Fire Chief Interim CA Janice Goebel IT Director

ommunity Dev. Dir. Police Chief

d\4020\PLANNING_ZONING\Site Plans\2014\Florida Hospital Apopka\Florida Hospital Apopka PDP PC 10-21-14

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County) North (City)	"County" Rural (1 du/10 ac/Agricultural)	A-1 (ZIP)	Vacant/S.R. 429
East (City)	Mixed Use	Mixed EC	Emerson Park Mixed Use PUD; parcels owned by Florida Hospital
	"County" Rural (1 du/10 ac/Agricultural) "City" Mixed Use	A-1 (ZIP) Mixed EC	Vacant/S.R. 429; parcels owned by Florida Hospital
West (City)	Mixed Use	Mixed EC	Vacant/S.R. 429

ADDITIONAL COMMENTS:

The subject property was annexed into the City of Apopka on December 19, 2007, through the adoption of Ordinance No. 2013. The Florida Hospital Preliminary Development Plan is consistent with the PUD Master Plan.

Transportation infrastructure improvements shall occur consistent with the Transportation Infrastructure Agreement. Modification of the Preliminary Development Plan to address any improvements within the Transportation Infrastructure Agreement shall only require review by the Development Review Committee unless any such plan changes are determined by the Community Development Director to be substantial modifications warranting Planning Commission and/or City Council review.

COMPREHENSIVE PLAN COMPLIANCE: The proposed Preliminary Development Plan is consistent the Florida Hospital Replacement Campus Master Plan, Land Development Code, Comprehensive Plan and Development Design Guidelines.

STORMWATER: Stormwater run-off and drainage will be accommodated by on-site stormwater management system that complies with the City's stormwater drainage standards.

BUFFER/TREE PROGRAM: Buffers are provided consistent with the PUD Master Plan Sheets L40.02 and L40.3 Landscape buffers along Ocoee Apopka Road, Harmon Road, and Sr. 429 are 13, 11, and 15 feet in width, respectively.

Final tree replacement calculation and mitigation shall be addressed with the Final Development Plan application.

PARKING AND ACCESS: A total of 840 parking spaces are provided, of which 59 are handicapped spaces and 10 are designated motorcycle space. Two electric car recharging stations are provided as well. The main entrance to the site is from Ocoee Apopka Road with a second access from Harmon Road. A delivery-only entrance is also provided along Harmon Road. A future LYNX bus transit shelter and pull-off lane are also planned along Ocoee Apopka Road

EXTERIOR ELEVATIONS: The design of the building exterior meets the intent of the City's Development Design Guidelines and was provided with the PUD Master Plan.

PLANNING COMMISSION – OCTOBER 21, 2014 FLORIDA HOSPITAL APOPKA – PRELIMINARY DEVELOPMENT PLAN PAGE 3

PUBLIC HEARING SCHEDULE:

October 21, 2014 – Planning Commission (6:30 pm) November 19, 2014 - City Council (6:30 pm)

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the Florida Hospital Replacement Campus Preliminary Development Plan Phase 1subject to the findings of the staff report.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.



Florida Hospital Apopka Replacement Campus, Phase 1
Preliminary Development Plan

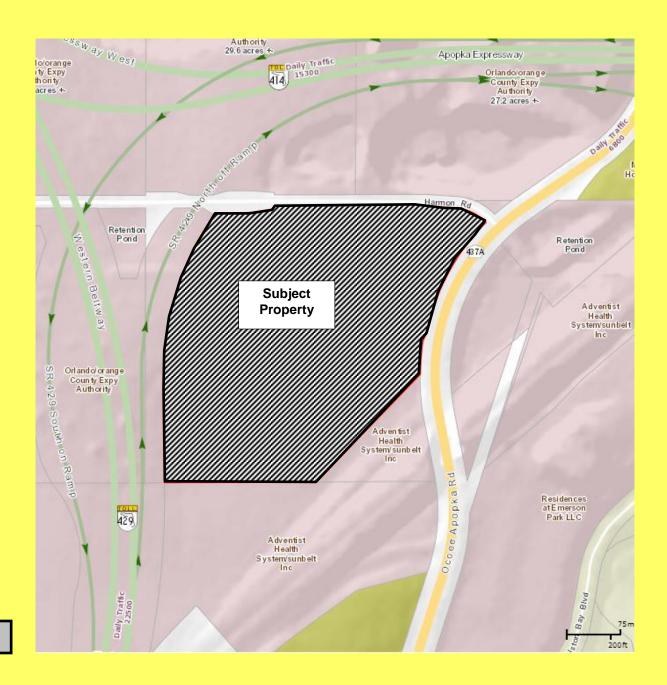
Owner: Adventist Health System/Sunbelt, Inc., DBA Florida Hospital, c/o Raymond Moe

Engineer: Donald W. McIntosh Associates, Inc., c/o John T. Townsend, P.E.

33.7 +/- Acres

Parcel ID #: 20-21-28-0000-00-007

VICINITY MAP



FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS - PHASE 1

CITY OF APOPKA, FLORIDA

PREPARED FOR

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.

(DBA FLORIDA HOSPITAL APOPKA) 201 NORTH PARK AVENUE APOPKA, FL 32703

LEGAL DESCRIPTION:

That part of the South 1/2 of the Northwest 1/4 of Section 20, Township 21 South, Range 28 East, Orange County, Florida, lying Westerly of the Westerly line of the right-of-way of County Road 437A and the Westerly line of the limited access right-of-way of State Road 429, being part of Parcel 63-125, all as described in Stipulated Order of Taking recorded in Official Records Book 5460, Page 4796, Public Records of Orange County, Florida; and South of the Southerly line of Parcel 212 Part C, and East of the Easterly line of Parcel 212 Part B, as described in Amended Stipulated Order of Taking recorded in Official Records Book 8959, Page 3113, Public Records of Orange County, Florida.

Containing 33.713 Acres more or less and being subject to any rights-of-way, restrictions and easements of record.

ENGINEER / SURVEYOR:

DONALD W. MCINTOSH ASSOCIATES, INC. 2200 PARK AVENUE NORTH WINTER PARK, FLORIDA 32789 PH: 407.644.4068 CONTACT PERSON: JOHN T. TOWNSEND, PE

EARL SWENSSON & ASSOCIATES, INC. 2100 WEST END AVENUE, SUITE 1200 VANDERBILT PLAZA NASHVILLE, TENNESSEE 37203 Ph: 615.329.9445 CONTACT PERSON:MATT MANNING, AIA

OWNER/APPLICANT:

ADVENTIST HEALTH SYSTEMS/SUNBELT, INC DBA FLORIDA HOSPITAL APOPKA 201 NORTH PARK AVENUE APOPKA, FLORIDA 32703 PH: 407.889.1001 CONTACT PERSON: JENNIFER WANDERSLEBEN

PROJECT MANAGER

ADVENTIST HEALTH SYSTEMS/SUNBELT, INC DBA FLORIDA HOSPITAL 1919 NORTH ORANGE AVENUE, SUITE D ORLANDO, FLORIDA 32803 PH: 407.303.1165 CONTACT PERSON: RAYMOND MOE, SR. PROJ MGR

REVISION OCTOBER 3, 2014 AUGUST 20, 2013



DONALD W. MCINTOSH ASSOCIATES, INC. PLANNERS



SECTION 20. TOWNSHIP 21 SOUTH, RANGE 28 EAST PROPERTY APPRAISER PARCEL ID # 20-21-28-0000-00-007

VICINITY MAP



The skill to heal. The spirit to care.®

SHEET INDEX

COVER SHEET

SITE DATA, NOTES AND LEGEND

EXISTING CONDITIONS PLAN

AFRIAL

OVERALL DEVELOPMENT PLAN

SITE PLAN - QUADRANT 1

SITE PLAN - QUADRANT 2 SITE PLAN - QUADRANT 3

SITE PLAN - QUADRANT 4

MASTER UTILITY PLAN MASTER PAVING, GRADING AND DRAINAGE PLAN

12 PAVING, GRADING AND UTILITIES PLAN QUADRANT

PAVING, GRADING AND UTILITIES PLAN QUADRANT

PAVING, GRADING AND UTILITIES PLAN QUADRANT 3

PAVING, GRADING AND UTILITIES PLAN QUADRANT

OFFSITE IMPROVEMENTS HARMON ROAD

17 OFFSITE IMPROVEMENTS OCOEE APOPKA ROAD

18 COMMERCIAL TRUCK MANEUVERABILITY PLAN

L40.00 - LANDSCAPE & IRRIGATION PLANS

1.0-3.0 MASTER SIGN PLANS

NOTES

- ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING FINAL DEVELOPMENT PLANS APPROVAL PROCESS.
- FINAL DEVELOPMENT PLANS AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED UNDER SECTION 12.2.04 OF THE CITY OF APOPKA LAND DEVELOPMENT CODE.

- ALL PROPOSED UTILITIES (ELECTRICAL, CABLE TV. GAS, TELEPHONE, ETC.) SHALL BE INSTALLED UNDERGROUND. APPURTENANCES TO THESE SYSTEMS THAT ARE REQUIRED TO BE ABOVE GROUND SHALL BE EFFECTIVELY SCREENED.
- PROJECTED UTILITY CONSUMPTION/MPACTS AND REQUIRED FIRE FLOW. PHASE 1:
 - PHADE II .

 52,680 GPD (23 GPM)
 POTABLE WATER DAILY CONSUMPTION = 3,680 GPD (23 GPM)
 A,600 GPM
 A,500 GPM
 A
- SANTARY WASTE SERVICES WILL BE PROVIDED BY THE CITY OF APOPKA. DURING PHASE 1 A PRIVATE SANITARY LET STATION WILL BE INSTALLED WITH FORCE MAIN FLOWING SOUTH TO THE INTERSECTION OF OCCER APOPKA ROAD AND WEST KEENER ROAD. THE FORCE MAIN BLC CONNECT TO AN DESISTING CITY FORCE MAIN FLOWED TO AN DESISTING CITY FORCE MAIN FLOWED TO AN DESISTING CITY FORCE MAIN FLOWED AND MAINTAINED BY THE CITY OF APOPKA.
- STORM WATER MANAGEMENT FACILITIES WILL BE PROVIDED FOR OFFSITE THROUGH A DEVELOPER'S AGREEMENT WITH ADJACENT PROPERTIES.
- THIS SITE IS LOCATED IN ZONE X FLOOD HAZARD ZONE, OUTSIDE OF THE 100 YEL FLOODPLAIN PER FEMAL/RIBM MAP, ORANGE COUNTY, FLORIDA, COMMINITY PAINEL HUMBER 120505 01207, REVENDES SPITEMERS 12, 2009. NEAREST FLOOD PLAIN ELEVATION SET BY FEMA IS IN ZONE AE, ELEVATION 70.1 MSL FOR LAKE STHERFEROM.
- PER USDA SOIL CONSERVATION SERVICE CLASSIFICATION SYSTEM SOIL SURVEY MAPS THE CHISTE SOILS ARE AS FOLLOWS (SEE MAP ABOVE):

 46 CANDLET FINE SAND, 0-58 SLOPES

 47 TAVARES-FINE SAND, 0-58 SLOPES

 47 TAVARES-FINE SAND, 0-58 SLOPES

- PROJECT LANDSCAPING WILL MEET STANDARDS SET FORTH IN SECTION 2.001-18(D)(Z)) OF THE CITY OF APOPKA LAND CEVELOPMENT CODE. LANDSCAPE AND REGISTION SHALL BE IN COMPLIANCE WITH "WATER WISE ORDINANCE 2069". UNLESS CITERWISE APPROVED BY THE CITY.
- PROJECT LIGHTING WILL MEET STANDARDS SET FORTH IN THE CITY OF APOPKA LAND DEVELOPMENT CODE (LIC) AND THE CITY'S DEVELOPMENT DESIGN GUIDELINES, UNLESS OTHERWISE APPROVED BY THE CITY. PHOTOMETRIC PLANS SHALL BE PROVIDED AS PART OF THE FRAIL DEVELOPMENT PLAN PROCESS. ALL LIGHT POLES (PARRING AND PRODESTRIAN) SHALL BE DECORATIVE IN STAFL WITH BASE PLUSH WITH CROUND (NO BOLLAFO MOINTED LIGHTS). PEDESTRIAN SCALED LIGHTING SHALL BE PROVIDED ALONG ALL SOEWALKS LEADING TO THE BUILDING AND ALONG THE CONCRETE SHARED PATHS.

- A TRASH COMPACTOR SHALL BE PROVIDED FOR REFUSE. REFUSE WILL BE COLLECTED BY LOCAL APPROVED FRANCHISE ON A WEEKLY BASIS.
- FIRE REDCUE WILL BE PROVIDED BY THE CITY OF APOPKA FIRE DEPARTMENT. THE FIRE DEPARTMENT IS APPROXIMATELY 25 MILES NORTHEAST OF THE DEVELOPMENT, LOCATED ON SOUTH PAIRK ANDREW. CONSTE PRICE PROTECTION WILL BE PROVIDED WHITE ALL CONTROL OF THE DESCRIPTION OF THE
- NO OUTSIDE STORAGE OF PARTS, SUPPLIES, MATERIALS, GOODS OR EQUIPMENT SHALL BE ALLOWED, UNLESS SCREENED FROM VIEW.
- 22 ALL ROOF TOP EQUIPMENT SHALL BE COMPLETELY SCREENED FROM ADJACENT PROPERTY AND PUBLIC RIGHT-OF-WAYS.
- 23. IF A FINAL DEVELOPMENT PLAN ASSOCIATED WITH THE PUD HAS NOT BEEN APPROVED BY THE CITY WITHIN THREE (3) YEARS AFTER APPROVAL OF THE MASTER PLAN FOR THE PUD, THE APPROVAL OF THE PUD MASTER PLAN MILL EXPRE.
- SCHOOLS: THIS IS A COMMERCIAL DEVELOPMENT, NO RESIDENTIAL USES ARE PROPOSED. PUBLIC SCHOOL CAPACITY IS NOT REQUIRED.
- PARKS & RECREATION: THIS IS A COMMERCIAL DEVELOPMENT, NO RESIDENTIAL USES ARE PROPOSED.
- 65. FOLLOWING LIST OF PERMITS, BUT NOT LIMITED TO, ARE REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION:

 - . ORANGE COUNTY RIGHT-OF-WAY PERMIT (C.R. 437A IMPROVEMENTS)

 - * ST. JOHNS RIVER WATER MANAGEMENT ERP
- PRIOR TO COMMENCING CLEARING AND GRADING ACTIVITIES, A PERMIT/LETTER FROM THE FLORIDA FISH AND NULLUFE CONSERVATION COMMISSION MUST BE RECEIVED, WITH A COPY PORWINAGED TO THE CITY OF A POPPLA, FOR APPROVAL OF A GOPHER TORTORIC SURVEY AND ANY REQUIRED REMIEDIAL ACTIVITY.
- SEE FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS MASTER PLAN FOR ADDITIONAL INFORMATION AND DEVELOPMENT STANDARDS.

46 47 USDA SOILS MAP

SITE DATA THE PROPOSED PROJECT IS PHASE I DEVELOPMENT OF EXISTING VACANT PROPERTY WITHIN FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS PLID. PHASE I DEVELOPMENT CONSIST OF CONSTRUCTION AND OPERATION OF A 80 BED HOSPITAL WITH UP TO 480,000F MEDICAL OFFICE. IMPROVEMENTS WILL INCLUDE BULLINGS, PAYED PARKING AND ORNIC ASSESS, SIGEWALKS, ASSIGNATED UTLITIES, AND LANGSCAPING. 2. PROJECT AREA: 3. PROJECT ADDRESS: 1901 HARMON ROAD, APOPKA, FL. 32703 4. EXISTING ZONING: PUD, PLANNED UNIT DEVELOPMENT 5. PROPOSED ZONING: NORTH: A-1 (GRANGE COUNTY) EAST SIDE: MOXID-EC WEST SIDE: A-1 (S.R. 429 EXPRESSWAY) SOUTH SIDE: MIXED-EC 7. FUTURE LAND USE (FLU) DESIGNATION: MU (MIXED USE) VACANT, ABANDON GROVE 8. EXISTING LAND USE: HOSPITAL, WITH ANCILLARY USES & MEDICAL OFFICE 9. PROPOSED LAND USE: OCOSE APOPKA ROAD: 25 FT HARMON ROAD: 25 FT S.R. 429: 25 FT SOUTH PROPERTY LINE: 5 FT 10. SETBACKS: 80 BED HOSPITAL UP TO 80,000 SF MEDICAL OFFICE ±400,000 SF TOTAL BUILDING AREA (ALL FLOORS) 138,516 SF (FOOTPRINT) ±480 FULL TIME EQUIVALENT STAFF 11. BUILDING/EMPLOYEE SUMMARY: 12. FLOOR AREA RATIO (FAR): 0.25 MINIMUM, 1.00 MAXIMUM 0.22 160' (SEE MASTER PLAN) 150', UP TO 7 STORIES, W/ ARCHITECTURAL FEATURE ABOVE AND WALK OUT BASEMENT (80 BED HOSPITAL) * (2 SPACE/BED) = 160 SPACES (80.000 5F METRICAL OFFICE) / (1 SPACE/250 SF) = 320 SPACES, TOTAL REQUIRED PARKING = 440 SPACE) PER THE APPROVED VARIANCE ON THE PUD, 4 LOADING BAYS ARE REQUIRED *** ADDITIONAL SPACES ARE REQUIRED FOR EMERGENCY VEHICLES HANDICAP PARKING SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE (FAC). SECTION 208.2 OUTLINES THE TOTAL REQUIRED HANDICAP PARKING SPACES ON TABLE 208.2. HOSPITAL OUTPATIENT FACILITIES, MEDICAL OFFICE ATTACHED TO A HOSPITAL, ASSET REQUIRED TO PROVIDE ADDITIONAL SPACES. THESE FACILITIES SHALL PROVIDE TON (10) PERCONT OF THE TOTAL REQUIRED PARKING TO BE HANDICAP PARKING SPACES. 17. PROVIDED VEHICLE PARKING: 771 SPACES 59 SPACES 10 SPACES 840 SPACES EMERGENCY VEHICLES: 7 SPACES FOR AMBULANCE/EMERGENCY VEHICLES AND 4 FOR POLICE VEHICLES REQUIRED OPEN SPACE PER ARTICLE II SECTION 2.02.01—GENERAL OF THE CITY OF APOPKA LDC, IS A MINIMUM OF 30% LAND AREA. MINIMUM REQUIRED: (1,468,538 SF * 30%) = 440,561 SF = 10.11 ACRES

+/-762,454 SF = +/-17.50 ACRES = 51.9%

2' 4' VARIES

MAXIMUM ALLOWED: (1,468,538 SF * 70%) = 1,027,977 SF = 26.60 ACRES = 70.0%

TRANSPORTATION IMPACT ASSESSMENT REPORT PREPARED BY LUKE TRANSPORTATION ENGINEERING CONSULTANTS, DATED JALY 24, 2013, REPORT NO. 13-OTIOE, THE PROPOSED LAND USE WILL GONERATE LOSSED DALY VEHICLE TREP ENDS SONDS, 742 AM PEAK HOUR VEHICLE TRIP ENDS. AMO 325 PM PEAK HOUR VEHICLE TRIP ENDS. SHAPTIC GENERATION WAS CALCULATED UTILIZING THE 9th EDITION ITE TRIP GENERATION REPORT, 2012.

21. LYNX SHELTER LOCATION SHOWN FOR INFORMATION ONLY. CONSTRUCTION TIMING OF SHELTER WILL BE COORDINATED WITH LYNX.

900 VARIES 4 2

BUILDING (FOOTPRINT) = 138,516 SF = 3.18 AGRES = 9.4% PAYMENT SIDEMAKS ETC. 567,516 SF = 13.03 AGRES = 38.7% TOTAL IMPRIVIOUS SURFACE = 706,034 SF = 16.21 AGRES = 46.1%



LEGEND

ITEM

ORAINAGE LINE, SIZE AND CALL-OUT

CURB INLETS

A A ...

0

A-1 A-2 1-3 1-4

E E 3

P 25

MCINTOSH PLANNERS NORTH, WINTER PARK

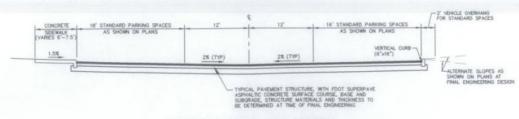
DONALD ENGINEERS 2200 PARK AVE

3

BUILDING SETBACK UNE ----PHASE LINE eJ La ner

BRIGHT HOUSE NETWORKS

LAKE APOPKA NATURAL GAS

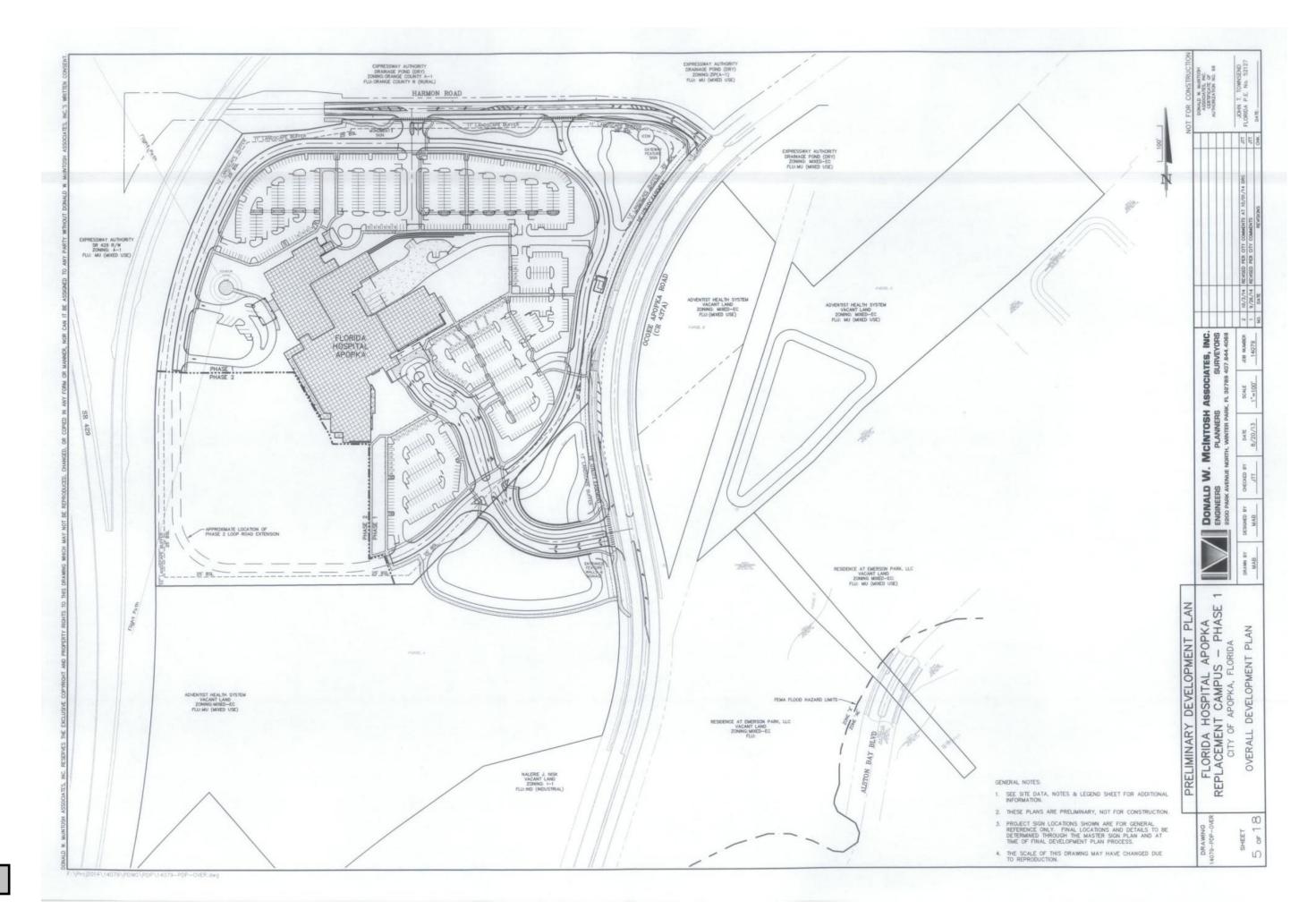


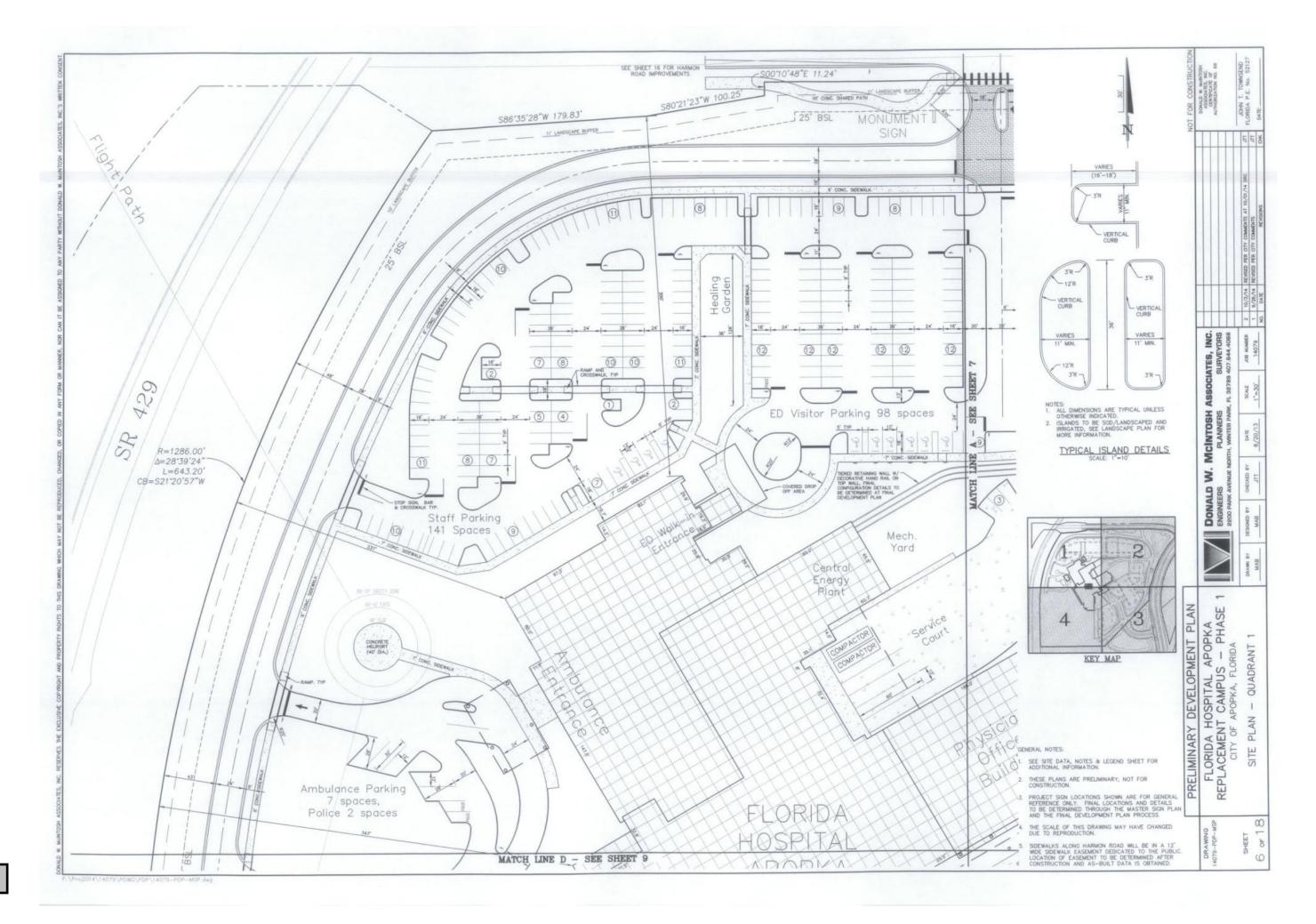
TYPICAL CROWNED ROAD SECTION

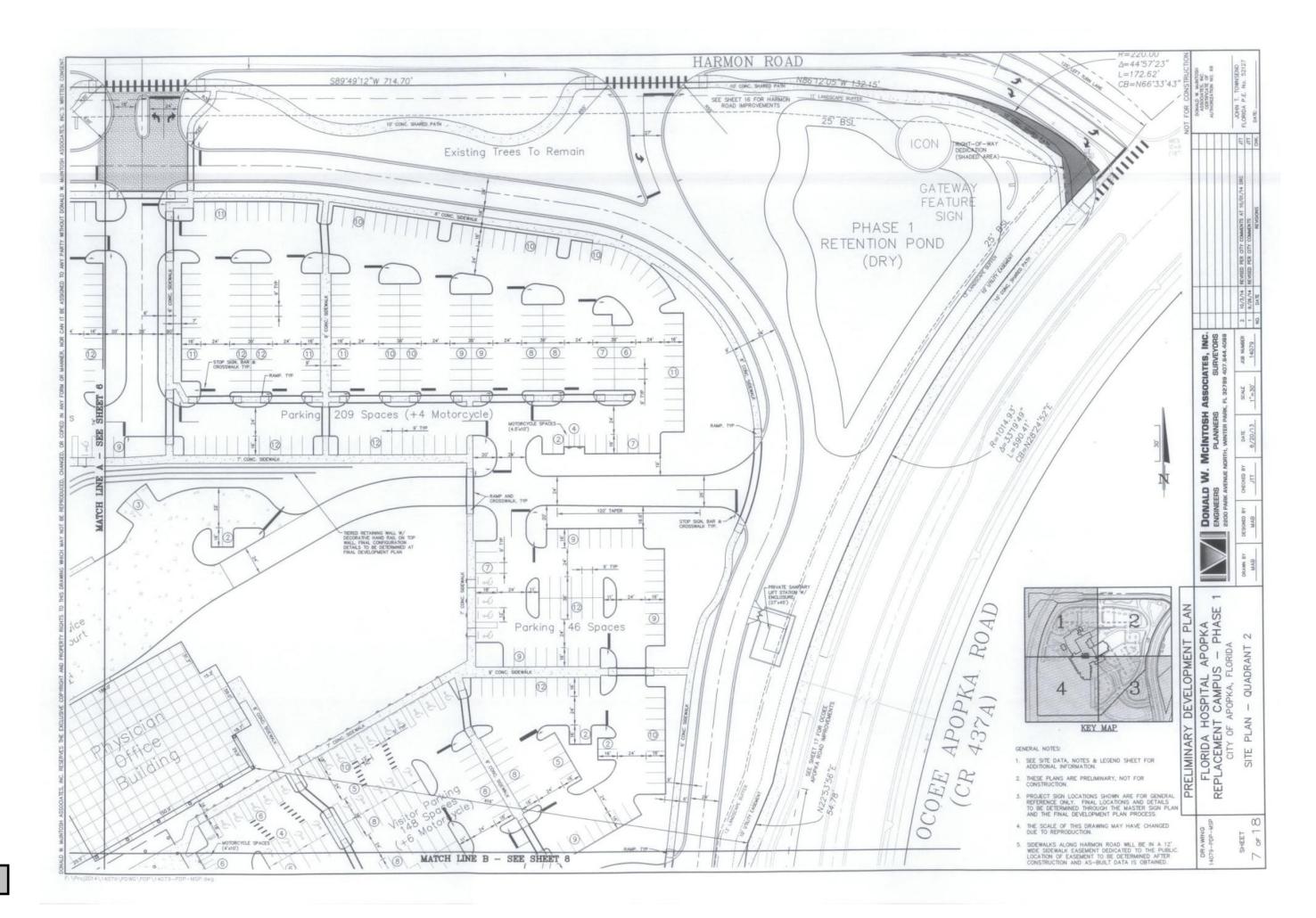
TYPICAL PARKING AISLE SECTION

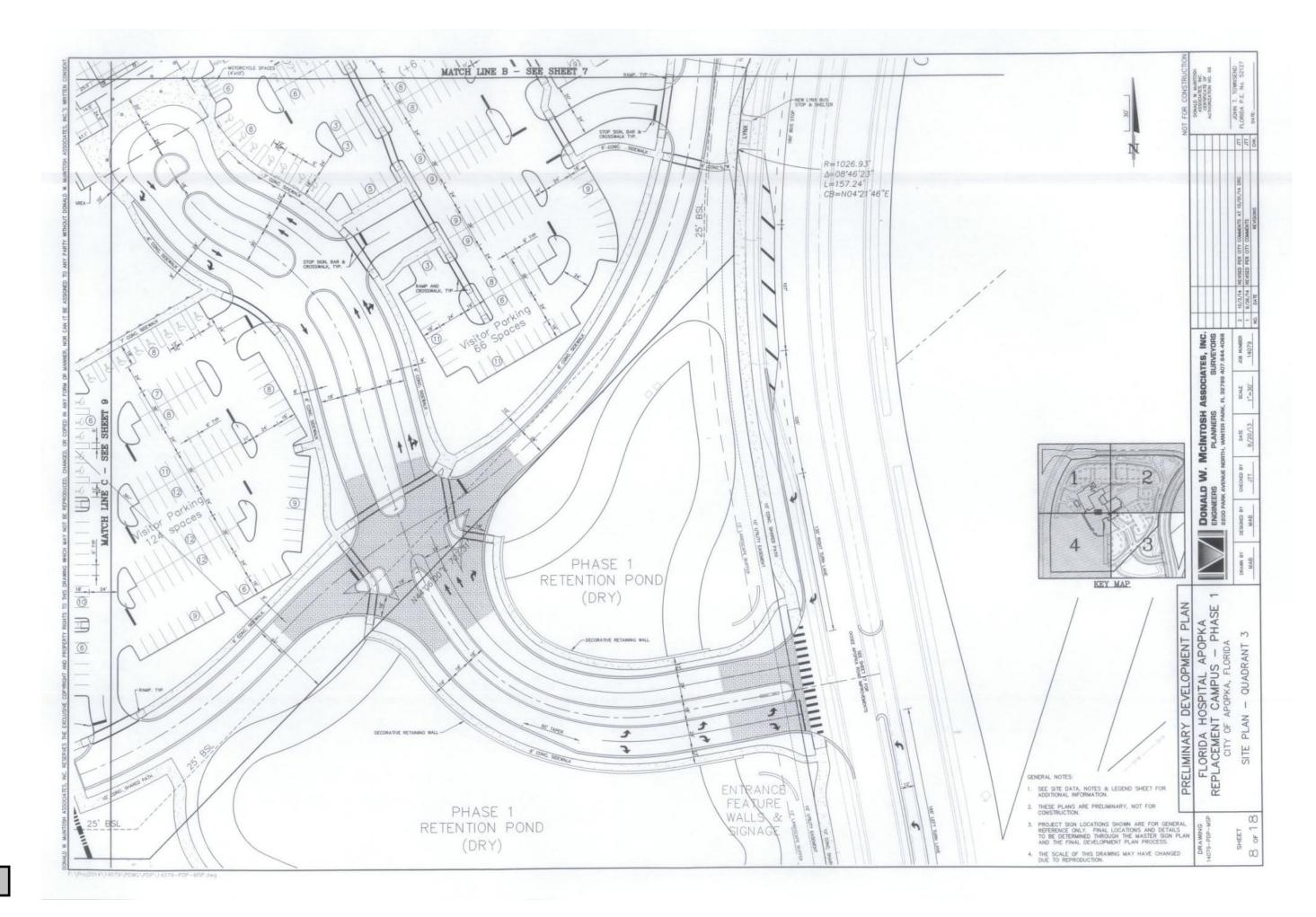
GENERAL NOTES:

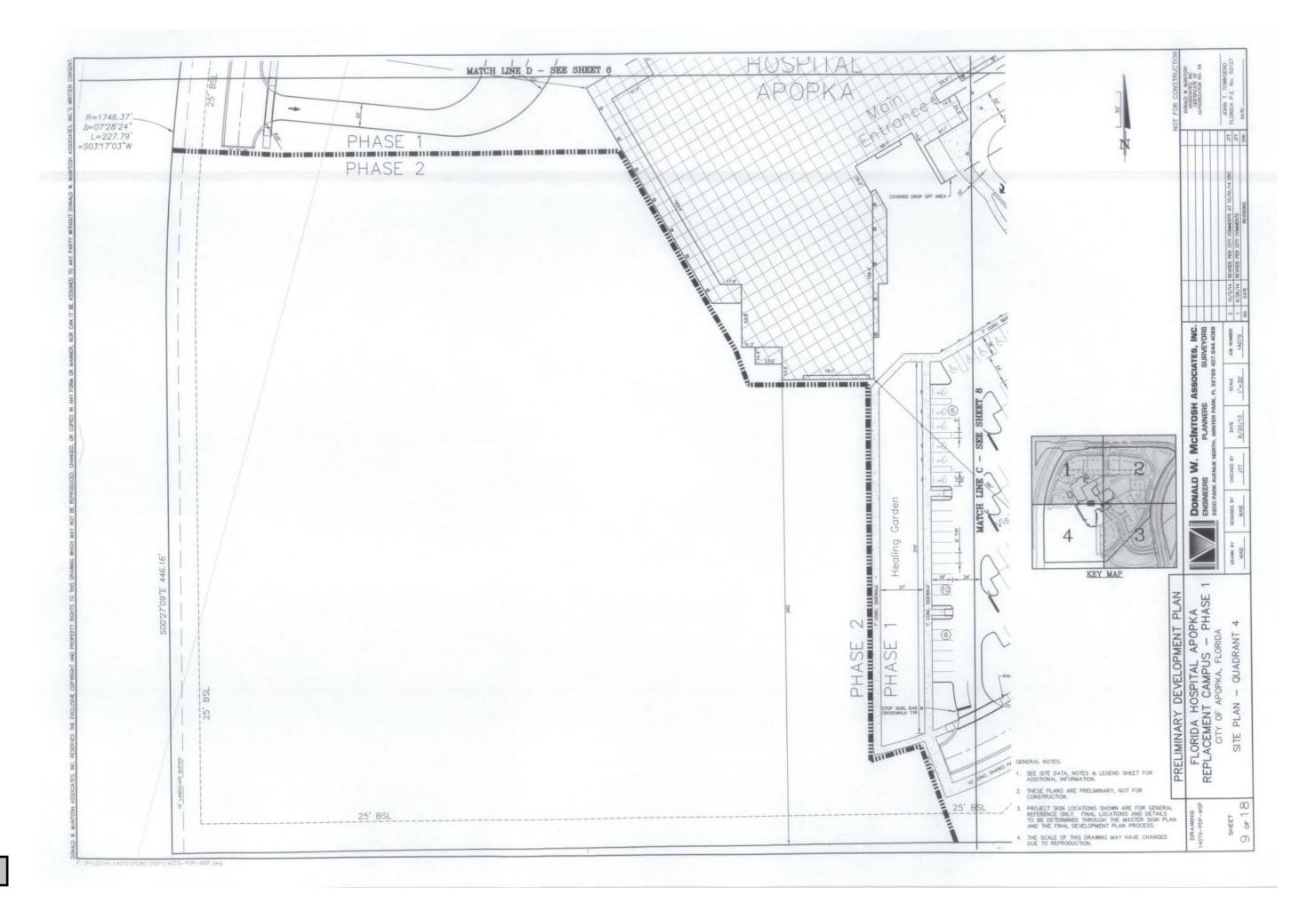
THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.















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IRRIGATION DESIGNER
PREVOST-STAMPER, INC.
600 EDWARDS STREET, SUITE 7102
CELEBRATION, RUORIDA 34747
P: 407.566.9009

4 PIT

S

APOPKA

APOPKA, FLORIDA

PHASE

Rev:	Date:	Description:	By
1			
1			
13			

OVERALL PLAN

Date:	OCT.	7. 2014	Scale:	1"=80'-0"
Drawn E	ly:	JYP	Designed By:	EML, JYP
Approve	d By:	EML	Project No:	2.14153



L40.00

heet Number:

LANDSCAPE NOTES

- 1. The Contractor shall field verify all existing conditions and base information prior to initiating planting installation.
- Contractor shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation and all other obstructions and coordinate with Owner's Representative prior to initiating operations. Drawings are prepared according to the best information available at the time of preparing these documents.
- Contractor shall familiarize himself/herself with existing site conditions prior to initiating planting. All existing site furnishings, paving, landscape and other elements to remain shall be protected from any damage unless otherwise noted.
- 4. Unless otherwise noted, the limits of construction are the limits of work noted on the drawings.
- 5. Report any discrepancies between the construction drawings and field conditions to the Owner's Representative immediately.
- Landscape contractor shall coordinate all work with related contractors and with the general construction of the project in order not to impede the progress of the work of others or the Contractor's own work.
- 7. Contractor shall be responsible for removing existing groundcover for all planting beds as specified prior to planting installation
- The contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications. Prior to commencement of the landscape planting work the Contractor shall provide complete soil tests for at least two on-afte areas
- All plant material shall be in full and strict accordance with the "Florida Grades and Standards" and the project manual and specifications. Plant materials shall exceed in some instances some specifications if necessary to meet the minimum requirements of others.
- 10. All trees shall have six feet (6') clear trunk unless otherwise specified.
- 11. All container sizes noted on plant list are minimum. Increase size if necessary to conform to plant size and specifications.
- 12. All tree caliper sizes noted on plant list are minimum. Increase size if necessary to conform to plant size and specifications.
- 13. Any tree with a trunk formed "V"shape crotch will be rejected.
- 14. Erosion control fabric shall be installed in all shrub and groundcover planting areas as per specifications for all slopes that exceed 3:1. See grading plans for location of slopes greater than 3:1.
- 15. Typically, shrub and groundcover plantings are shown as mass planting bads. Plants shall be placed on a triangular spacing configuration (staggered spacing). Plant center to conter dimensions (O.C.) are listed under "Comments" on the plant list.
- Landscape Contractor shall field stake the location of all plant material prior to initiating installation for the review and approval of the Owner's Recessoriative, addito Landscape Architect.
- 17. Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner' Representative and the Landscape Architect.
- 18. Contractor shall mulch all new plant material throughout and completely to the depth specified.
- 19. Any substitutions in size and/or plant material must be approved by the Landscape Architect. All plants will be subject to approval by Landscape Architect and/or Owner's Representative before planting can begin.
- 20. Contractor shall refer to the landscape planting details, plant list, general notes and the project manual and specifications for further
- 21. Landscape Contractor shall coordinate all planting work with intigation work. Landscape Contractor shall be responsible for all hand watering as required by Owner's Representative to supplement irrigation watering and rainfall. Landscape Contractor shall be responsible for hand watering in all planting areas, regardless of the status of existing or proposed irrigation.
- 22. Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and doposited off-site daily. All materials, products and equipment shall be stored in an organized fashion as directed by the Owner's Representative.
- 23. Landscape Contractor shall regrade all areas disturbed by plant removal, relocation and/or Installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing plant material disturbed, damaged, or dead by plant removal, relocation, and/or
- Landscape Contractor shall test each plant pit to assure percolation and if found not to percolate or shows evidence of slow percolation, shall provide at his/her sole cost an approved method to drain plant pit or bed.
- 25. The contractor shall install a root barrier on all shade trees planted within 7' of a water or sewer line per county regulations.
- 26. Contractor to provide allowance for removal of existing plants, new soil and installation of premium plant beds and tie into existing impation
- 27. Contractor to provide the following plants for on-site, art directed use to supplement planting material that is installed per the planting plan:

TREE REMOVAL AND REPLACEMENT

Total tree inches on-site: 11,154 inche	es. (Pine and camphor trees are not included)
Total number of specimen trees (24° c	or greater): 9.
Total number of specimen trees (24" of	or greater) retained: 1.
Total number of specimen trees (24° c	or greater) removed: 8.
Total tree inches removed: 10,018 inc	hes.
Total tree inches retained: 1,136 inche	BS.
Total tree inches replaced: 5,109 inch	es.
Maximum tree stock formula and calca 1000 x total tree inches post develope	ulations: nent (inch) / site clearing area (sf) = $1000 \times 6,245 / 1,138,754 = 5.48$.
Total inches post development: 6,245	inches.
Site clearing area in square feet: 1,13	8,754 sf.

PLANT SCHEDULE

	TREES						
OTY:	KEY	BOTANICAL NAME	COMMON NAME	CAL	SIZE	SPACING	REMARKS
	HA	Acer rutrum	Red Maple	44	14" Hgt, x 8" Spc.	AS SHOWN	Single / streight trunk / Full / # C.T.
	ED	Elaeocarpus decipiera TM	Japanese Blusberry Tree	3"	9" Hyt. x 5" Sod.	AS SHOWN	Single / streight trunk / Full to ground / Full
	FS-1	Felos selowena	Prespole	3"	# CIA	AS SHOWN	Florida Fancy / Troe turn
	10	llex cassine	Darkoon Histly	3"	10" Hgt. 1: 4" Spd.	AS SHOWN	Single bunk / Pull to ground
	146	Sex x 'Nelle R Stevens'	Nellie Stavens Holly	3*	17 Hgt x 3.5' Spd.	AS SHOWN	Single trunk / Full to ground
	.8	Juniperus efficiolis	Southern Red Cedar	3"	10" Higt. x 6" Spd.	AS SHOWN	Single trunk / Full to ground
	LIM	Lagerstroemia trdica "Musicoper"	Muskopse Crape Myrtis	3"	12" Hgt. x 7" Spd.	AB SHOWN	Multi-trunk / Full / S' C.T. (Levender)
	LIM(5)	Legeratroemia Indica "Musicopea"	Musicope Crape Myttle (Standard)	3"	12 Hgs. x 7 Spd.	AS SHOWN	Single-trunk / Full / 6' C.T. (Lavender)
	UN.	Lagaretroewie Indice 'Natchez'	Naturez Crapo Myrtie	9"	17 Hgt x 7 Spd.	AS SHOWN	Multi-trunk / Fult / 5' C.T. (White)
	LB4(S)	Lagaretroemia Indica "Netchez"	Natchez Crape Myrtle (Standard)	2*	12" Hgt. x 7" Spd.	AS SHOWN	Single / straight trunk / Full / 5" C.T. (White)
	LIT	Lacerstroemia Indica Tuecerons'	Tuscarura Crape Myrtle	3*	12" Hgt. x 7" Spd.	AS SHOWN	Multi-Itunk / Full / St C.T. (Red)
	H	Leustrum Japonicum	Japanese Privet	3"	If High X If Seet.	AS SHOWN	Multi-Intric/Full / 4" C.T.
_	MG	Magnola grundfore	Southern Magnolle	3*	10" Hgt. x 5" Spd.	AS SHOWN	Single / straight trunk / Full / I/ C.T.
_	MOBB	Magratia grandiflore 'Breckens Brown Beauty'	Srackens Brown Beauty Magnicke	4"	14" Hgt. x 5" Sed.	AS SHOWN	Single / straight trunk / Full Branching to the ground / Florida fancy
-	MOLG	Magnolis grandiflora 'Little Genr'	Southern Magnota 'Little Genr'	3"	8" Hgt. s 4" Bod.	AS SHOWN	Single / straight trunk / Full Branching to the ground / Florida fano
	MC	Myrica certiere	Wax Myrtie	3"	If Hgt x if Spd.	AS SHOWN	Multi-trunk / Full
_	PE	Hous shoth	Slash Pina	3"	12 Hgs. x 67 Sect.	AS SHOWN	Single / Streight truck / Full / 5° C.T.
	QV-4	Quercus vitarians	Live Oak	4"	18" Hgt. x 8" Spt.	AS SHOWN	Single / Straight trunk / Fut / 6" C.T.
	CIV-6	Quercas vistinians	Live Oak	8"	18" Hgt. x 12" Spd.	AS SHOWN	Single / Streight trunk / Full / 6" C.T.
	OV-8	Querca virginians	Live Oak	10"	20" Higt. x 14" Spd.	AS SHOWN	Single / Streight trunk / Full / 6" C.T.
	TD TD	Tarodum dalidhum	Beld Cupress	4"	15" Hgt. x 7" Sad.	AS SHOWN	Single / Straight trunk / Full / IC C.Y.
	TU	Tabebus umbellata	Yellow Intropet Tree	200	12" Hgt. x 6" Sed.	AS SHOWN	Single / Straight truck / Full / S' C.T. / Fronce fancy
	UA.	Ulenca ciala	Winged Elm	4"	14" Hpt. x 8" Spd.	AS SHOWN	Single / Straight truck / Full / 8" C.T.

	SHRUBS					
)FY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
	DAWN	Burus microphylia 'Wintergreen'	Wintergreen Boxwood	30" Hyt.	30" 0.0	3 Gal. Cont. / Full / 3 plants per pol
	OR	Duranta repena	Golden Dowdrop	24° O.A.	30° O.C.	3 Gat, Cont. / Full
	FB	Feljos sellowane	Phespie	24° O.A.	38" O.C.	3 Get. Cont. / Full / Snvb-firm
	OG.	Garphimia glaucia	Thryalis	20° O.A.	30° O.C.	3 Gal. Cont. / Full
	HPC	Hamelia patens "Calusa"	Firebush	24" O.A.	38" O.C.	3 Gel. Cont. / Full
	HR	Hibiscus ross-sinerals Brillant Rad	Single Red Hibleous	30° O.A.	36" O.C.	3 Gal. Cont. / Full
	P	Ilicium parviforum	Yellow Arise	30" O.A.	36° O.C.	3 Gel. Cont. / Full
	IBN	Sor comuta 'Burlordi Nana'	Dwarf Burfordi Holly	20° O.A.	36° O.C	3 Gel. Cont. / Full
	/VSD	lax vemtoria 'Schallings Dearf'	Dwief Yaupon Holly	16" O.A.	24" O.C.	3 Gal. Cont. / Full / Do not trim into a round ball
	JCP	Autoerus chinerais "Parsoni"	Parsoni Juniper	24" D.A.	MOG	3 Out. Cont. / Full
	JM.	Japaninum multiforum	Downy Jasmins	20° O.A.	38" O.C.	3 Gal. Cont. / Full
	LCR	Loropetalum chinanata 'Rutsrum'	Chinese Fringe Stush	18° 0.A.	30° O.C.	3 Gel. Cort. / Full
	LU	Liquidrum inponicum	Japanese Privet	30° O.A.	36° O.C.	3 Gul. Cont. / Full
	NOH	Necture olegender "Handy Plex"	Pink Oleander	30" D.A.	48" O.C.	3 Get. Cont. / Full
	PAR	Plumbago aurtquists "moertel Blue"	Blue Leadwort	24°OA	MF O.C.	3 Gel Cost. / Full:
	PAW	Plumbego autovásta 'White'	White Plumbago	24° O.A	36" O.C.	3 Gal Cont. / Full
	PM	Podocarous macrophyllus	Ymw	4" Hgt. x 2" Spd.	30° O.C.	7 Gal. Cont. / Full / Plant ball to ball
	PMD	Podocarous macrophyllus 'Dwarf Pringles'	Dwarf Pringles Yew Podecarpus	24° O.A.	24° O.C.	3-Gel. Cont. / Pull
	PTV	Pritosporum tobirs Variegata'	Variegated Pittosporum	24° O.A.	36° O.C.	3 Gel. Cont. / Full
	RIA	Rechiciação Indica "Alba"	White indian Hawtsom	12" Hgt. x 18" Sod.	30° O.C.	3 Gal. Cont. / Full
	RF	Rhododandron szeles 'Fashiori'	Fashion Azales	18° O.A.	24" O.C.	3 Gal. Cont. / Full (Salmon)
	RGG	Rhodosogran anales 'GO Gertana'	GG Gerbing Amires	18° O.A.	34° O.C.	3 Gel. Cont. / Full (White)
	FILE	Roccodendron Levender Formosa'	Lavender Formosa Azalea	20° 0 A	38" O.C.	5 Gel. Cont. / Full (Lavender)
	RPR	Rhododendron azares Pirk Ruffer	Pink Ruffie Arales	18" O.A.	24' O.C.	3 Gal. Cort. / Full (Pink)
	RRR	Shododendrun azwea 'Red Ruffe'	Rest Ruffe Acates	18" O.A.	24° O.C.	3 Gal. Cont. / Fuli (Red)
_	RSC	Rhododendron 'Southern Charm'	Southern Charm Azaina	20" O.A.	36° O.C.	3 Gal. Cont. / Full (Pink)
	RR	Rose x Racikopink'	Pira Couble Knock Out Rose	24" O.A.	30° O.C.	3 Gal. Cont. / Full
	BH	Sientros repens	Saw Palmetta (Green Form)	36" O.A.	60° O.C.	Full 15-20 stems per plant
_	VOO	Viturnian chousturn "Densa"	Densa Waters Viburium	24° O.A	30° O.C.	3 Gal. Cont. / Full
	100		Section Control of	200 O.A.	471.0.0	SOU CON LEG

SIZE SPACING REMARKS
6-26 C.T. AS SHOWN Registerated, Clean, Trustia void of chain or burn
danaged 5 fronts nits.

	GROUNDOO	WERS	and the second s			
TY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
	AGO	Apapanthus africanus "Ower!"	Pater Pie Agepenhas	6" O.A.	12° 0.C.	1 Claf. Cont. / Pull / 5 plants per pol
	DT	Dianella teamenice Verlegeta'	Variegated Flax LBy	1FOA	18" O.C.	1 Gel. Cont. / Full
	DB	Dietes bicolor	Yellow Almost Iris	14" O.A.	18.00	1 Gel. Cont. / Pull / 3 plents per pol
	DV	Dietes vegeta	White Advourt ins	14" O.A.	18" (0,0.	1 Get. Cont. / Full 3 plants per pol
	EVG	Evolvulus glomenatus	Biue Daze	14" O.A.	18" O.C.	1 Get. Cont. / Pull / 3 plonts per pot
	GP	Glantia puichella	Blankel Flower	12°0A	18" O.C.	1 Gal. Cont. / Full / 5 plants per poli
	HS-A	Hemerocalis spp. 'Aziec Gold'	Artec Gold Day Lily	12"OA	18" 0.0.	1 Gal. Cont. / Full/ 5 plants per pot
	JCB	Jersparus conferts: Blue Pacific	Shore Juniper	6" Hgt x 16" Spd.	30° O.C.	3 Gel. Cont. / Full
	LOM	Lantana 'Gold Mound'	Yellow Dwarf Lantens	8" Hgt. x 12" Spd.	16" O.C.	1 Gat. Cont. / Full / 3 trailing runners min.
	LM	Lantana montevidensis	Treiting Lantaine	5" Hgt. x 12" Spd.	18" O.C.	1 Gat. Cont. / Full / 3 trading runners mer.
	LEG	Lingge muscert 'Evergreen Glant'	Evergreen Glant Lity Turf	12 0.A.	20° O.C.	1 Gat. Cont. / Full / 7 plants per poli
	Lee	Liriope muscerl "Tidwell's Big tikus"	Big Blue Lily Turf	FOA.	12'0.0	1 Claf. Cont. / Full / 10 plants per pol
	TAM	Trachelospermum asiatioum "Asiatic"	Asiatic Jaamine	12" runners	1/1" O.C.	1 Gall. Cont. / Full / 5 trailing runners min.
	TV	Tulbaghia vinladia	Society Gartic	12" O.A.	12" O.C.	1 Gall. Cont. / Full / 5 plants per poli

	CRNAMENTA	L GRASSES					
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SEZE	SPACING	REMARKS	
	CS	Cortaderia selicerra	Parrpus Grass	36*O.A.	48" O.C.	3 Gel. Cort. / Full Clump / Plant as shown	
	SP	Spartins bakerl	Sand Cord Grass	24" Hgt.	36° O.C.	3 Gat. Cont. / Full	
	MOP	Murdenbergie capillaris	Pink Muhiy Cress	34° O.A.	30" Q.C.	3 Get. Cont. / Full	
	PQ	Peopeum quodritarum	Citowin Grass	18" Hgt x 18" Spd.	24" O.C.	3 Gel. Core. / Full	
	PSC	Pannisetum setapaum 'Cupraum'	Red Fountain Grass	24" O.A.	24° D.C.	Full	
	POW	Permulatura satisceum	White Foundain Greek	24" D.A.	24"O.C.	Fill	
	TDD	Triprocoum floridamum 'dwarf'	Dwarf Fakuhalchee Grass	18" Higt x: 18" Sod.	30° O.C.	1 Gel. Cord, / Full / 5 plants per pot	
	ANNUALS A	NO PERNNIALS					
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARCS	
	AND	Annuals in Sesson	To be selected by Owner.	6-9-0 A	8" O.C.	4" Pot / Full / Bicoming	
	MP	Mixed pavercials	(Hardy Pamersais in seeson)	Varies	8" O.C.	4" Pot / Mixed Parannels in Season / Full / Blooming	

- 0	MP	Mixed parerrials	(Fordy Presentails in season)	Varies 8°O.	C. 4" Pot / Moud Parannials In Season / Full / Blooming
	TURF				
OTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	PEMAPKS
-	PNA	Pascelum notatum 'Argentine'	Argentine Selsa Sod	Golid and from pullets	See specification/ Quality in square feet
	204	Zoysia Emerato	Zoysia Turtgrase ver. "Erientic"	Solid sod from pallets	See specification/ Quality in square feet

139 PRINT CENTRAL BLVD , SUITE 4

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ARCHITECT

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IRRIGATION DESIGNER PREVOST-STAMPER, INC.

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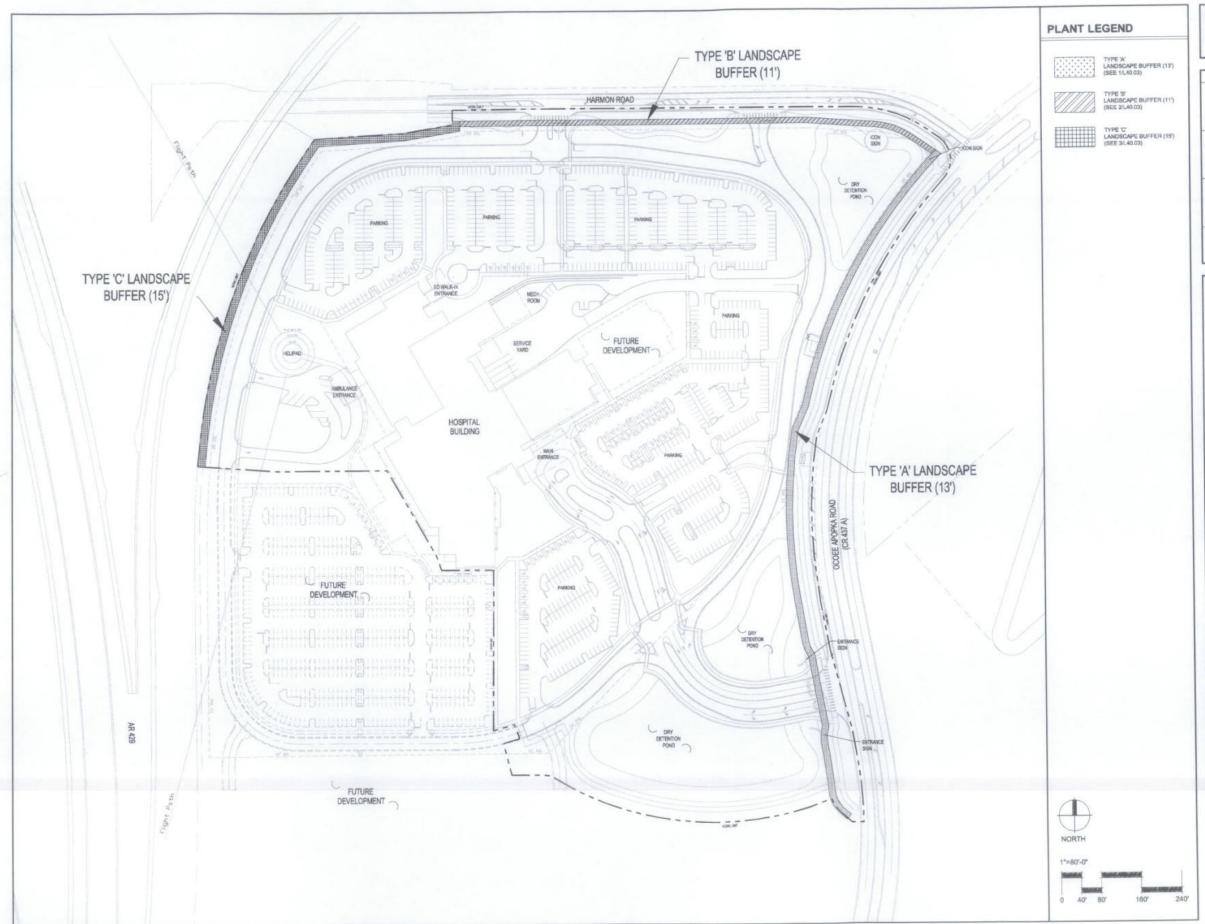
LANDSCAPE NOTES & PLANT SCHEDULE

Date:	OCT. 07	2014	Scale:	NA
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Approve	nd By:	EML	Project No:	2.14153



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ARCHITECT E58 2100 WEST END AVENUE, SUITE 1200 WASH-PALLE, TN 37203 P: 615.329.0046

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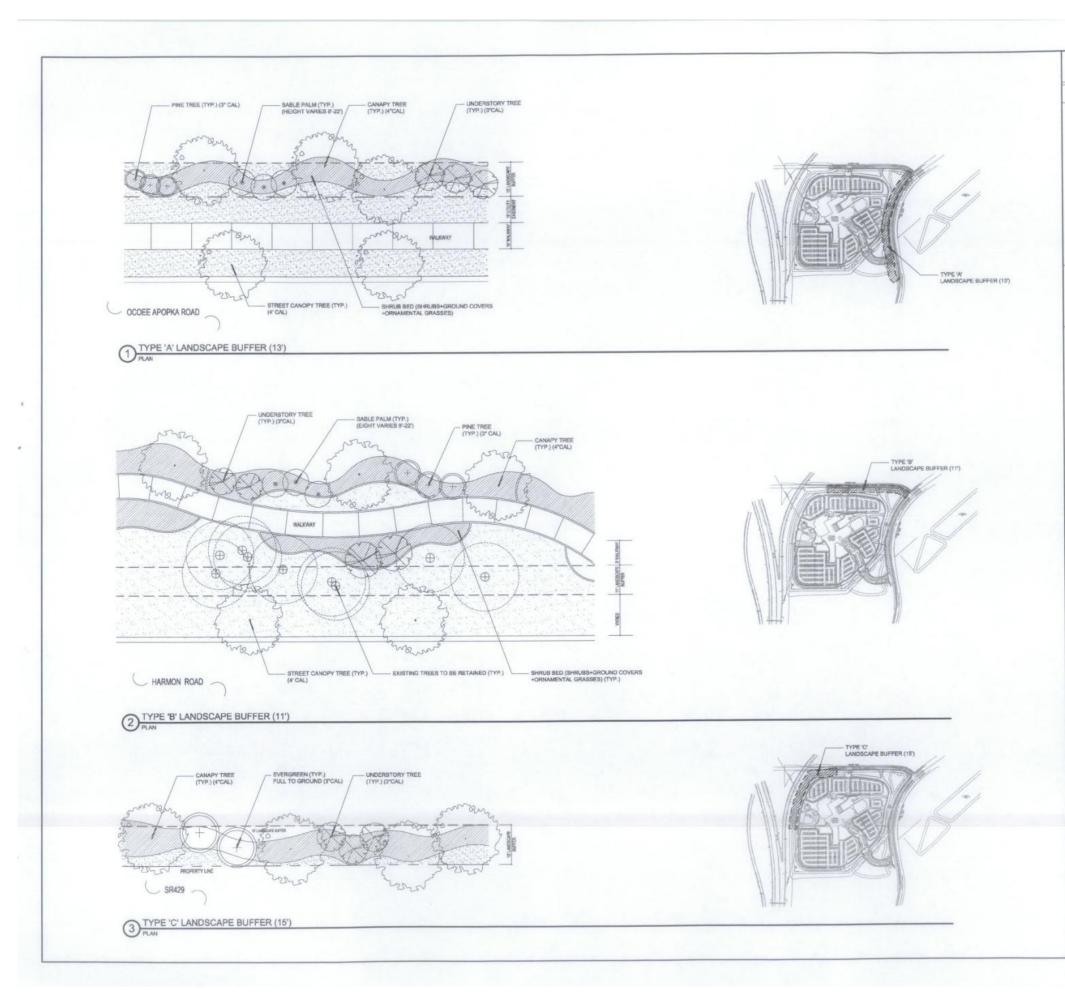
LANDSCAPE BUFFER DIAGRAM

Date:	OCT. 07.	2014	Scale:	1"=80'-0"
Drawn By:		JYP	Designed By:	EML, JYP
Approved	By:	EML	Project No:	2.14153

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PLANT LEGEND

ORNAMENTAL TREES





UNDERSTORY TREE (TYP.) (3° CAL)



EVERGREEN TREE (TYP.) - FULL TO GROUND (3CAL)



PINE TREE (TYP.) (3°CAL)

PALM TREES



SHRUB AND GROUNDCOVER SYMBOLS





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LANDSCAPE BUFFER TYPICAL PLANS

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Approve	d By:	EML	Project No:	2.14153



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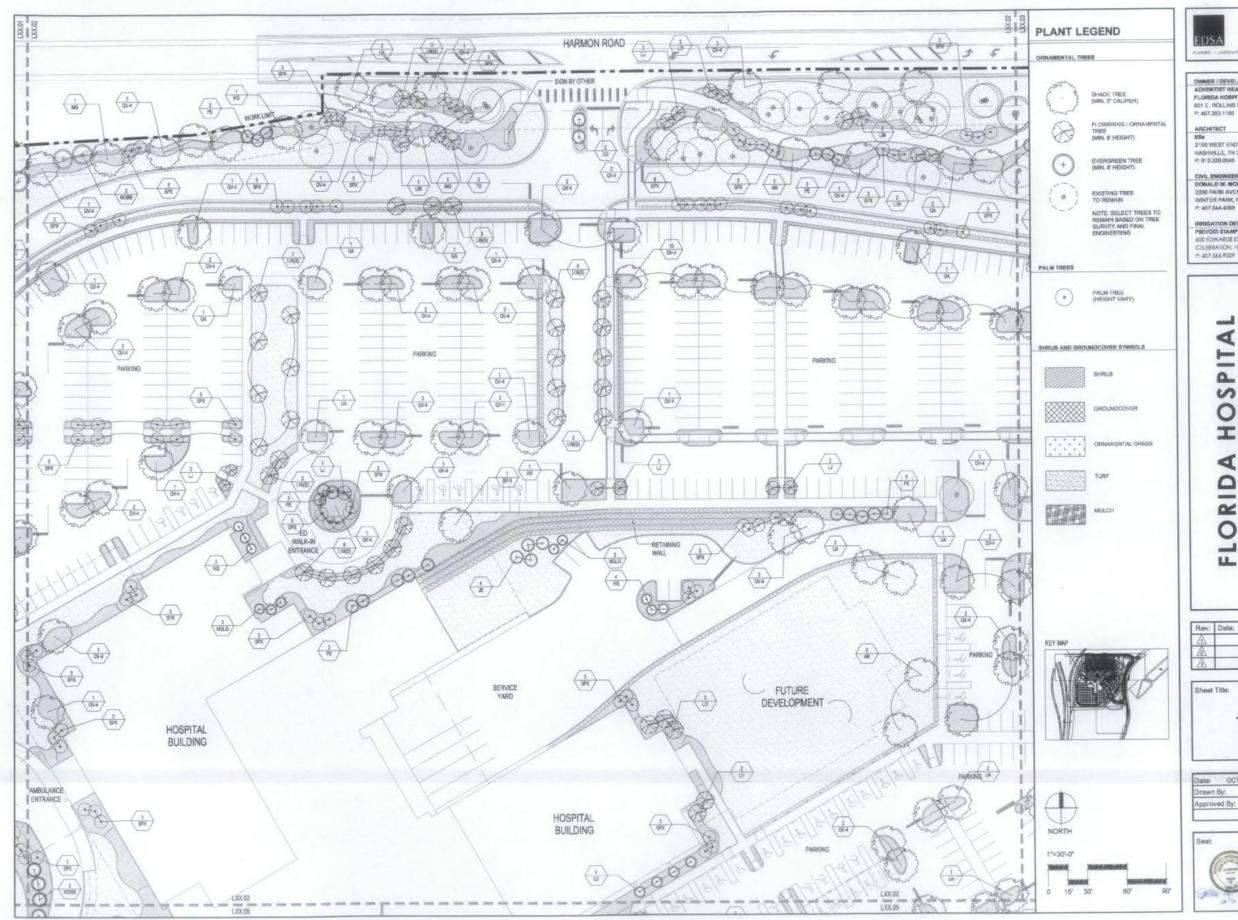
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RECREATION AND OPEN SPACE PLAN

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Approve	d By:	EML	Project No:	2.14153







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TREE PLAN

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Approve	ed By:	EML	Project No:	2.14153





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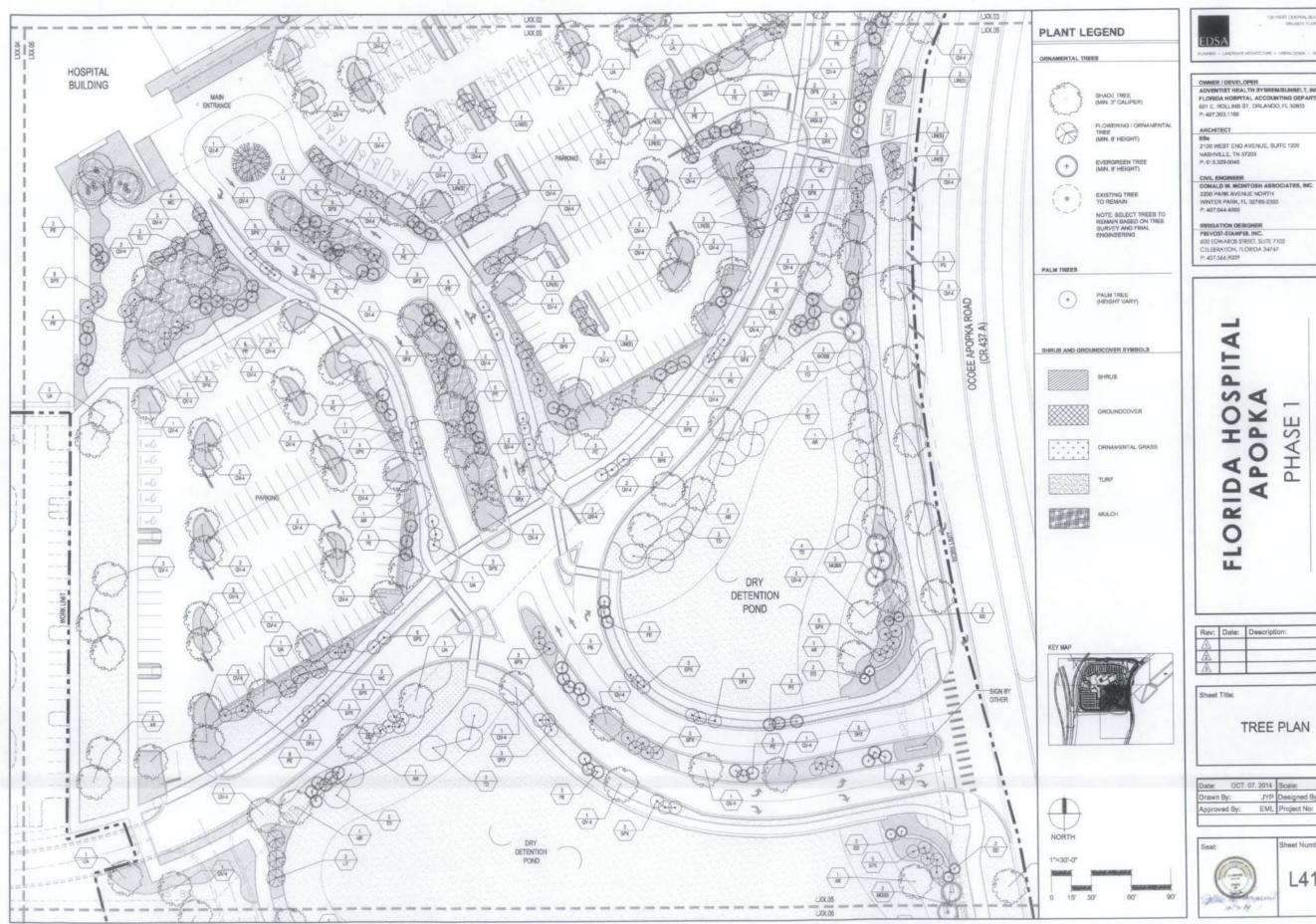
TREE PLAN

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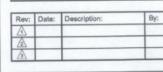
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ARCHITECT
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NASHVILLE, TN 37203
P: 615.329.0046



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TREE PLAN

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