



AGENDA

SPECIAL APOPKA CITY COUNCIL MEETING @ 3:30 PM City Hall Council Chamber 120 East Main Street – Apopka, Florida 32703 November 05, 2014

INVOCATION

PLEDGE OF ALLEGIANCE

If you wish to appear before the City Council, please submit a Notice of Intent to Speak card to the City Clerk.

PRESENTATIONS

CONSENT AGENDA

SPECIAL REPORTS AND PUBLIC HEARINGS

ORDINANCES AND RESOLUTIONS

1. ORDINANCE NO. 2393 – FIRST READING - CHANGE OF ZONING; PUD MASTER PLAN; AND TRANSPORTATION INFRASTRUCTURE AGREEMENT - 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)

SITE APPROVALS

DEPARTMENT REPORTS AND BIDS

MAYOR'S REPORT

OLD BUSINESS

- 1. COUNCIL
- 2. PUBLIC

NEW BUSINESS

- 1. COUNCIL
- 2. PUBLIC

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:

1. ORDINANCE NO. 2393 – FIRST READING - CHANGE OF ZONING; PUD MASTER PLAN; AND TRANSPORTATION INFRASTRUCTURE AGREEMENT - 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
CITY COUNCIL

X PUBLIC HEARING
ANNEXATION
PLAT APPROVAL
OTHER:
DATE: November 5, 2014
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Adjacent Zoning Map
Adjacent Uses Map
Ordinance No. 2393
PUD Master Plan
Transportation Agreement

SUBJECT: ORDINANCE NO. 2393 - CHANGE OF ZONING - ADVENTIST HEALTH SYSTEM/SUNBELT, INC. DBA FLORIDA HOSPITAL APOPKA, FROM "COUNTY" A-1 (ZIP) TO "CITY" PLANNED UNIT DEVELOPMENT (PUD/MIXED EC)

Request: FIRST READING OF ORDINANCE NO. 2393 - CHANGE OF ZONING - ADVENTIST HEALTH SYSTEM/SUNBELT, INC. DBA FLORIDA HOSPITAL APOPKA FROM "COUNTY" A-1 (ZIP) TO "CITY" PLANNED UNIT DEVELOPMENT (PUD/MIXED EC); APPROVAL OF THE PUD MASTER PLAN; THE TRANSPORTATION INFRASTRUCTURE AGREEMENT; AND HOLD OVER FOR SECOND READING AND ADOPTION. (PARCEL ID NO. 20-21-28-0000-00-007)

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
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)
TRACT SIZE: 33.7 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: As allowed by the Mixed Use FLUM Designation
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 IT Director Fire Chief
City Dev. Dir. Police Chief

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.

SCHOOL CAPACITY REPORT: No residential development is proposed within this PUD. 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** finds the proposed PUD zoning and Master Plan consistent with the Comprehensive Plan, Land Development Code, and Development Design Guidelines and 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 format 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.

The **Planning Commission**, at its meeting of October 21, 2014, recommended approval (7-0) of the change of zoning from “County” A-1 (ZIP) to “City” Planned Unit Development (PUD); The PUD Master Plan (including architectural renderings); and The Transportation Infrastructure Agreement subject to review for format 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.

Accept the First Reading of Ordinance No. 2393 and Hold Over for Second Reading and Adoption on November 19, 2014; approve the PUD Master Plan (including architectural renderings); and authorize the execution of the Transportation Infrastructure Agreement subject to review for format 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:

| <i>Direction</i> | <i>Future Land Use</i> | <i>Zoning</i> | <i>Present Use</i> |
|--------------------------------|--|-----------------------|--|
| 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.

As required in the PUD ordinance, 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 the adopting ordinance.
- B. Development Standards applicable to the subject property shall occur consistent with the PUD Master Site Plan and as described below:

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.

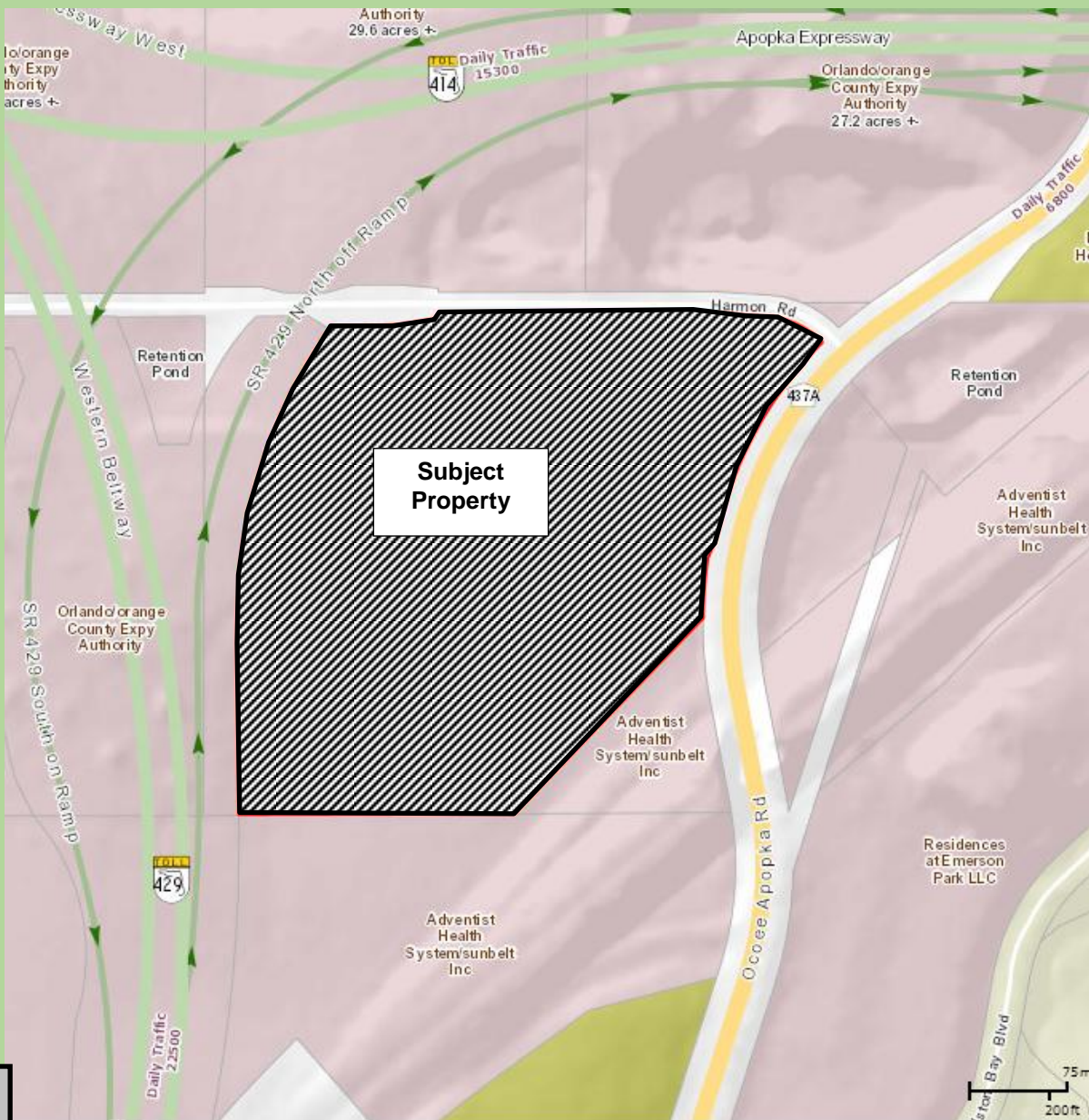
- C. The PUD Master Plan is hereby approved and is part of the PUD zoning ordinance.

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.



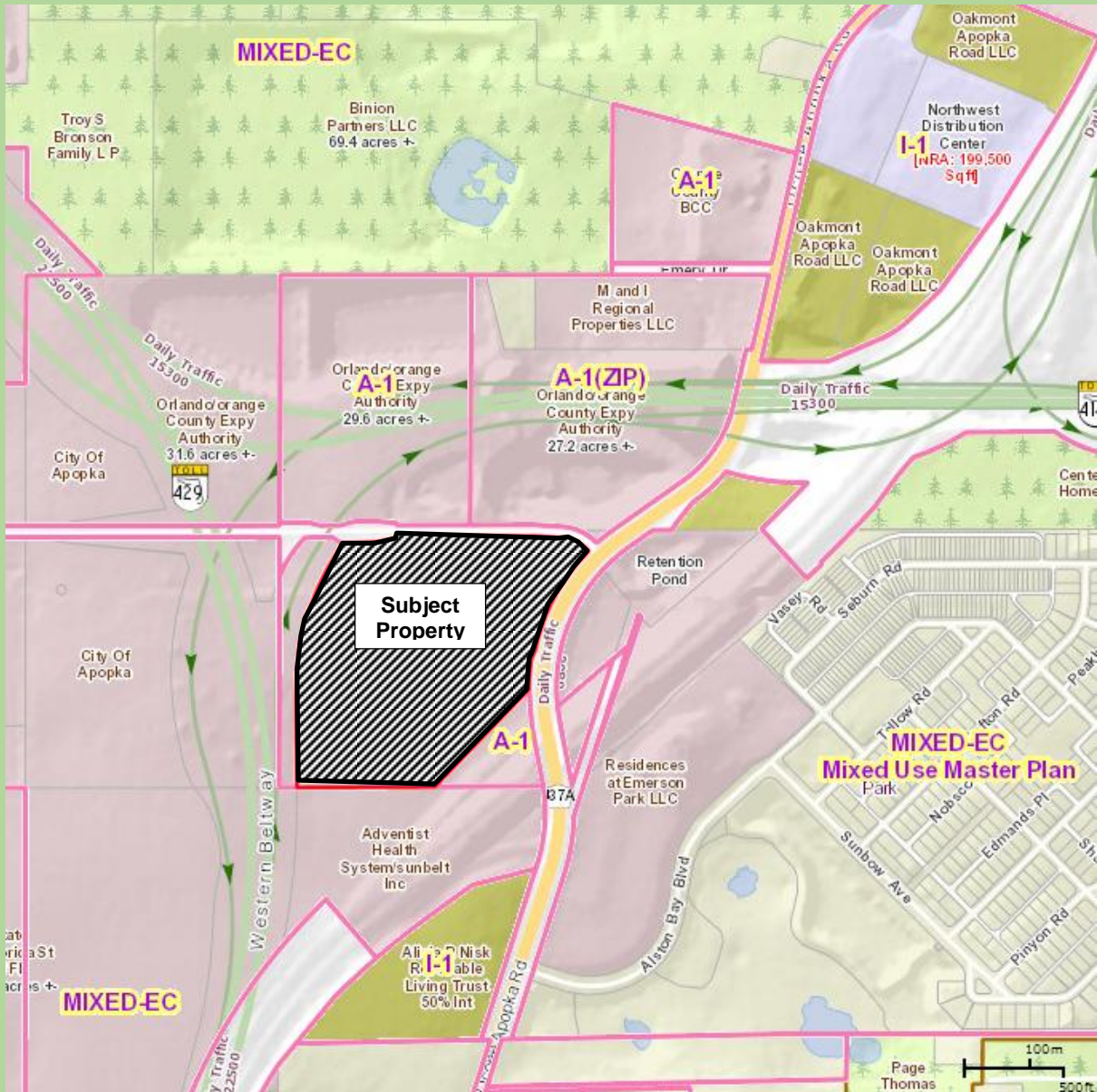
Florida Hospital Apopka Replacement Campus
Owner: Adventist Health System/Sunbelt, Inc.,
DBA Florida Hospital, c/o Raymond Moe
Engineer: Donald W. McIntosh Associates, Inc., c/o John T. Townsend, P.E.
33.7 +/- Acres
Proposed Zoning Change:
From: "County" A-1 (ZIP)
To: "City" Planned Unit Development (PUD\Hospital, Medical Office, and Ancillary Uses)
Parcel ID #: 20-21-28-0000-00-007

VICINITY MAP



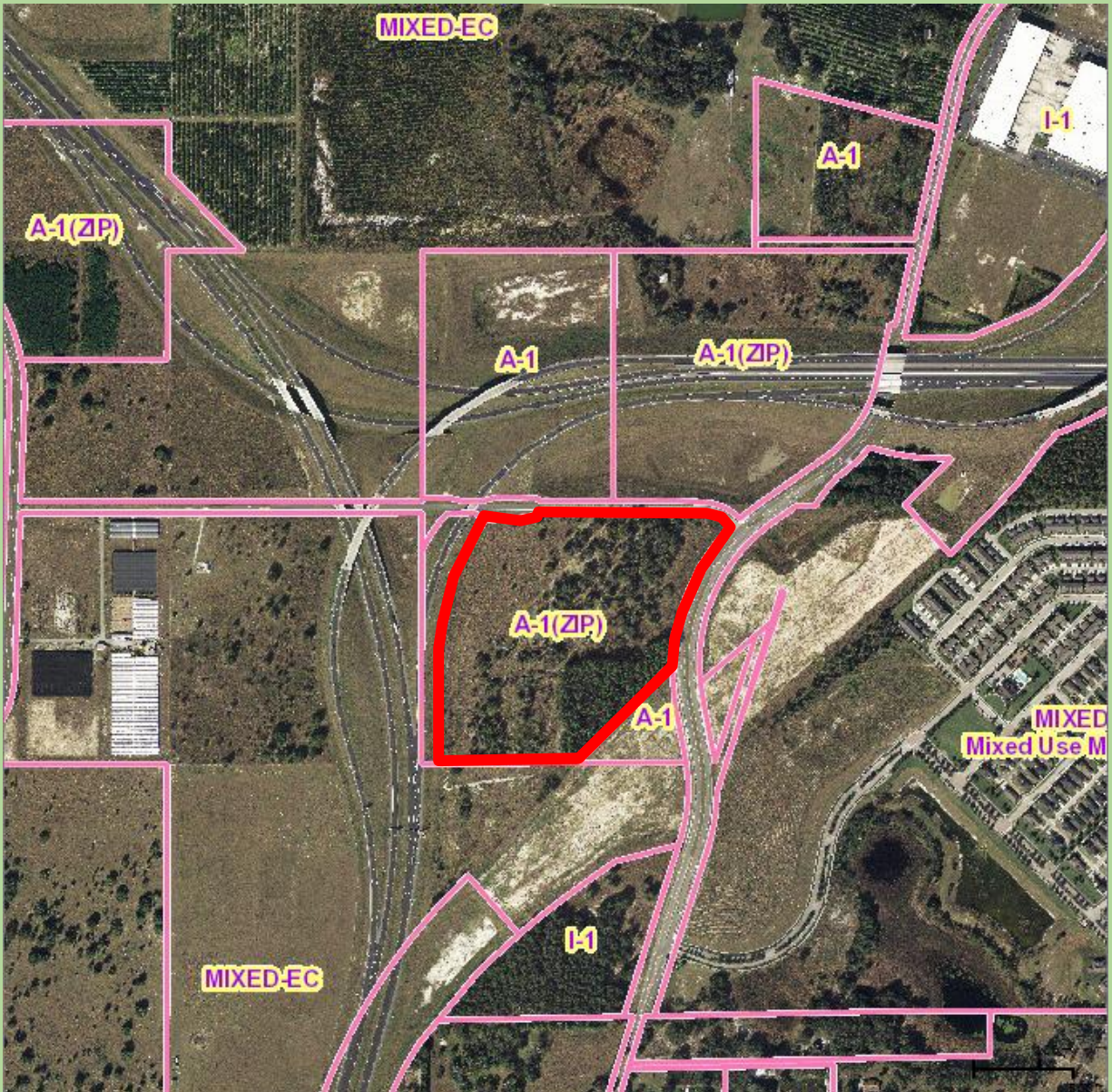


ADJACENT ZONING





ADJACENT USES



ORDINANCE NO. 2393

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” PLANNED UNIT DEVELOPMENT (PUD/HOSPITAL, MEDICAL OFFICE AND ACCESSORY USE) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF HARMON ROAD, WEST OF OCOEE APOPKA ROAD, AND EAST OF S.R. 429, COMPRISING 33.7 ACRES, MORE OR LESS AND OWNED BY ADVENTIST HEALTH SYSTEM/SUNBELT, INC., DBA FLORIDA HOSPITAL APOPKA; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/Hospital, Medical Office, and Ancillary Uses) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD/Hospital, Medical Office and Accessory Use), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

The PUD recommendation is to assign a zoning classification of Planned Unit Development (PUD/Hospital, Medical Office, and Ancillary Uses) 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.
 - 2. Interpretation of uses allowed within the land area addressed in the PUD Master Plan shall be determined by the Community Development Director
- B. Development Standards applicable to the subject property shall occur consistent with the PUD Master Plan and as described below:
 - 1. Development standards and setbacks shall comply with those established for the within the Master Plan and as set forth within Master Plan Sheet 2, Development Standards.

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.) Final tree mitigation calculations shall be provided with the Final Development Plan.
 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 Modifications to the Master Plan may be necessary to accommodate transportation improvements described within the Transportation Infrastructure Agreement.
 5. Road and pedestrian systems shall allow connections to properties south of the PUD Master Plan. Public access across the loop road shall be allowed from Harmon road to properties south of the Loop road. Easement documents shall must be accepted by the City and recorded in the official records of Orange County by the Applicant prior to issuance of a certificate of completion or occupancy to allow public access from Harmon road to properties south of the Loop road.
- 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. Building and fire inspections services shall be conducted consistent with the existing level of service offered by the City based on current staffing levels. The City is not obligated to increase its level of service for building and fire inspections to accommodate needs demanded for the hospital building construction unless otherwise addressed in a separate agreement between the City and Florida Hospital.
- D. The PUD Master Plan is hereby approved and is part of the PUD zoning ordinance.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/Hospital, Medical Office, and Ancillary Uses) as defined in the Apopka Land Development Code.

Legal Description:

That part of the South ½ of the Northwest ¼ 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.

Parcel ID No.: 20-21-28-0000-00-007

Total Acreage: 33.7 +/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

ORDINANCE NO. 2393

PAGE 3

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section V. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME:

November 5, 2014

READ SECOND TIME

AND ADOPTED:

November 19, 2014

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Clifford B. Shepard, City Attorney

DULY ADVERTISED: October 3, 2014
 November 7, 2014

MASTER PLAN

FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS

RECEIVED
OCT 07 2014
BY

CITY OF APOPKA, FLORIDA

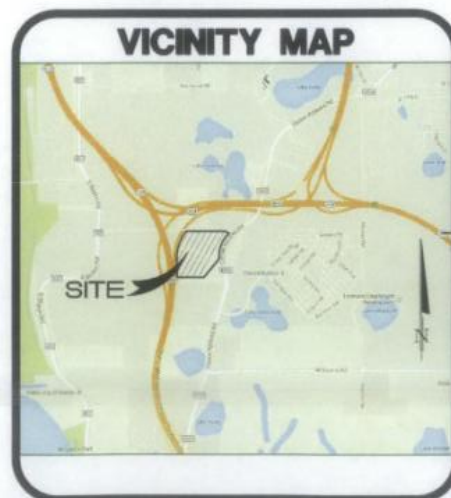
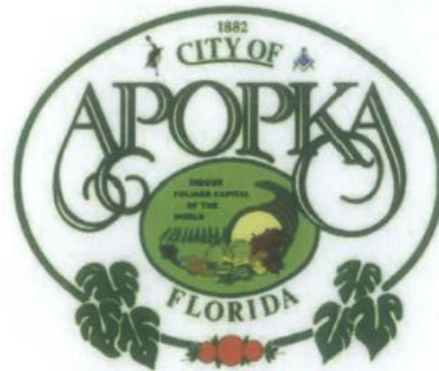
PREPARED FOR

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.

(DBA FLORIDA HOSPITAL APOPKA)

201 NORTH PARK AVENUE

APOPKA, FL 32703



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

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

ARCHITECT:

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:

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



**FLORIDA HOSPITAL
APOPKA**

The skill to heal. The spirit to care.®

SHEET INDEX

- 1 COVER SHEET
- 2 DEVELOPMENT STANDARDS, SITE DATA AND NOTES
- 3 MAPS, LEGEND AND SECTIONS
- 4 EXISTING CONDITIONS PLAN
- 5 AERIAL
- 6 MASTER PLAN - PHASE 1
- 7 MASTER PLAN - PHASE 2
- 8 UTILITY PLAN
- 9 COMMERCIAL TRUCK MANEUVERABILITY PLAN
- A1-A2 CONCEPTUAL BUILDING ELEVATIONS

NOT FOR CONSTRUCTION
DONALD W. MCINTOSH
ASSOCIATES, INC.
CERTIFICATE OF
AUTHORIZATION NO. 08

JOHN T. TOWNSEND
FLORIDA P.E. No. 52127
DATE: _____

FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS -MP-14079 - 8/20/14 - REV 10/3/14

DONALD W. MCINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. MCINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.

DEVELOPMENT STANDARDS

GENERAL

- 1. FLORIDA HOSPITAL SHALL HAVE THE RIGHT TO APPLY TO THE CITY'S COMMUNITY DEVELOPMENT DIRECTOR FOR A DETERMINATION THAT A PARTICULAR DEVELOPMENT MATTER IS CONSISTENT WITH THE DEVELOPMENT PLAN AND THE PUD. THE FOLLOWING EXAMPLES ARE A NON-EXHAUSTIVE LIST OF MATTERS THAT CAN BE CONSIDERED BY THE COMMUNITY DEVELOPMENT DIRECTOR:
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,
C. INTERPRETATION AND/OR UTILIZATION OF DESIGN STANDARDS NOT SPECIFICALLY ADDRESSED IN THE PUD.

BUILDING EXTERIOR

- 1. THE PROVIDED CONCEPTUAL ELEVATIONS DEFINE THE OVERALL DESIGN INTENT FOR THE PROJECT WITH REGARD TO MASSING, MATERIALITY AND COLORATION. PROPOSED MATERIALS MAY BE SELECTED TO PROVIDE A DURABLE AND HANDSOME BUILDING THAT RESPONDS TO THE ENVIRONMENT IN A SUSTAINABLE MANNER BECAUSE THE PROJECT MAY PURSUE A LEED CERTIFICATION, MATERIALS MAY BE SELECTED BASED ON THE OVERALL LIFE CYCLE SUSTAINABILITY OF THE BUILDING - THIS STRATEGY MAY INCLUDE SELECTION OF REGIONALLY SOURCED MATERIALS, MATERIALS THAT ARE HIGHLY RECYCLABLE OR HAVE A HIGH RECYCLED CONTENT, AND MATERIALS THAT REQUIRE MINIMAL OVERALL MAINTENANCE.
2. PREDOMINANT MATERIALS MAY INCLUDE A MIXTURE OF PRECAST CONCRETE, STUCCO (MULTIPLE COLORS), UNIT MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALUMINUM CURTAIN WALL SYSTEM AS CONCEPTUALLY ILLUSTRATED IN THE PHASE 1 ELEVATIONS PROVIDED WITH THE MASTER PLAN PACKAGE. COLORS MAY BE SIMILAR TO THOSE INDICATED IN THE ATTACHED ELEVATIONS AND MAY BE A COMBINATION OF COLORS THAT ARE BORROWED FROM NATURE AND THE SURROUNDING LANDSCAPE.

SITE IMPROVEMENTS

- 1. THE SITE PARKING LOTS SHALL ALL BE HARD SURFACES DUE TO THE NATURE OF THE BUSINESS OPERATIONS. ASPHALT, PAVERS, CONCRETE, NO GRASS PARKING WILL BE PROVIDED.
2. BUILDING HEIGHT WILL BE UP TO 160' AND UP TO 7 STORES EXCLUSIVE OF MECHANICAL EQUIPMENT, PARAPET WALLS, ARCHITECTURAL FEATURES AND ANTENNAS.
3. SERVICE AREA SHOWN ON THE MASTER PLAN WILL SERVE BOTH THE HOSPITAL AND MEDICAL OFFICE BUILDINGS. NUMBER OF LOADING SPACES WILL BE DETERMINED BY NEED BY THE HOSPITAL.
4. THE PROPOSED DEVELOPMENT WILL OCCUR IN MULTIPLE PHASES. FINAL PHASING MAY BE REVISITED DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS. EACH PHASE MUST BE ABLE TO STAND ALONE.

EXTERIOR LIGHTING

- 1. 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 ENERGY EFFICIENT DESIGN SOLUTION FOR SITE LIGHTING.
2. THE PROJECT MAY SEEK LEED CERTIFICATION, AND AS SUCH, THE BULK OF THE SITE LIGHTING MAY UTILIZE LIGHT EMITTING DIODE (LED) LAMPS. LARGE PARKING AREAS MAY BE ILLUMINATED VIA METAL OR CONCRETE POLES (30' MAXIMUM POLE HEIGHT) MOUNTED ON CONCRETE BASES LOCATED FLUSH WITH FINISH GRADE. MAIN ENTRY DRIVES MAY UTILIZE A MORE DECORATIVE FIXTURE WITH A SHORTER POLE HEIGHT (20'-22') TO PROMOTE A SENSE OF ENTRY. ALL LIGHT POLES MAY BE DESIGNED TO SUPPORT BANNERS AND OTHER GRAPHICS TO PROMOTE THE HOSPITAL, CAMPUS WAYFINDING, AS WELL AS WELLNESS EVENTS SUPPORTED BY THE HOSPITAL. ALL EXTERIOR LUMINAIRES MAY BE PROVIDED WITH A LED SOURCE UNLESS NOTED OTHERWISE ON FINAL DEVELOPMENT PLANS. DECORATIVE BUILDING, SITE (BOLLARDS AND PEDESTRIAN SCALE FIXTURES) AND LANDSCAPE LED LIGHTING MAY ALSO BE PROVIDED AT THE MAIN DROP-OFF CANOPIES, THE SURROUNDING EXTERIOR PUBLIC AREAS, WALKWAYS AND OTHER LANDSCAPE AMENITY AREAS TO PROVIDE ADEQUATE LIGHTING FOR THE INTENDED USE OF THESE SPACES AND TO ACCENTUATE THE OVERALL DESIGN OF THE PROJECT. LED SOURCES USED WILL INCLUDE A RELATIVELY HIGH COLOR RENDERING INDEX OF 70 OR HIGHER AND SHALL HAVE AN AVERAGE COLOR TEMPERATURE OF 4000K WHICH IS SIMILAR TO METAL HALIDE FIXTURES.

EXTERIOR SIGNAGE AND WAYFINDING

- 1. THE MASTER SIGN PLAN PROVIDED INCLUDES THE GENERAL DIRECTION WITH REGARD TO SIZE AND LOCATION OF THE EXTERIOR SIGNAGE AND WAYFINDING FOR THE PROJECT. DRAWINGS PROVIDED DEPICT LOCATION AND SIZE OF THE PROPOSED SIGNS TO BE PROVIDED WITH THE PHASE 1 PROJECT ONLY.
2. THE OVERALL DESIGN INTENT IS TO PROVIDE SITE SIGNAGE THAT WILL DIRECT VISITORS TO THE APPROPRIATE LOCATIONS ON SITE IN AS MINIMAL A MANNER AS POSSIBLE DESIGN OF THE SIGN BASES MAY BE HARMONIOUS WITH THE PROPOSED ARCHITECTURE OF THE BUILDING AND MAY UTILIZE MATERIALS SIMILAR TO THE PREDOMINANT MATERIALS USED ON THE BUILDING. THE MAIN ENTRANCE ON OCOEE APOPKA RD. MAY INCLUDE AN ENTRY FEATURE THAT COMBINES A GARDEN WALL WITH A GATEWAY ENTRY SIGN PLANNING THE ENTRANCE ROADWAY. ADDITIONALLY, BUILDING MOUNTED SIGNAGE MAY BE PROVIDED BY THE SIGNAGE VENDOR AND MAY BE ILLUMINATED BY AN LED SOURCE TO PROMOTE FIXTURE EFFICIENCY SIMILAR TO SITE LIGHTING. EXTERIOR LIGHT POLES MAY BE DESIGNED TO SUPPORT BANNERS AND OTHER GRAPHICS TO PROMOTE THE HOSPITAL, CAMPUS WAYFINDING, AS WELL AS WELLNESS EVENTS SUPPORTED BY THE HOSPITAL.

LANDSCAPING

- 1. TREE REPLACEMENT - TREES CLEARED FROM THE SITE WILL BE REPLACED 1/2 INCH DBH TO 1 INCH DBH REMOVED. THE MINIMUM SIZE OF A REPLACEMENT TREE SHALL BE THREE INCHES DBH WITH A MINIMUM PLANTED HEIGHT OF EIGHT FEET.
2. BUFFER YARD LANDSCAPING - THE BUFFER YARD LANDSCAPING IS INSPIRED BY FLORIDA'S NATURAL NATIVE LANDSCAPE. TREES AND SHRUBS SHALL BE PLACED WITH A NATURAL / ORGANIC FORM WITHIN THE BUFFER YARDS (SEE L40.02 FOR THE BUFFER YARD LOCATIONS AND L40.03 FOR LANDSCAPE BUFFER TYPICAL PLANS). A MAXIMUM 75 FEET WIDTH GAP IN TREE PLANTINGS MAY EXIST TO PROMOTE CLUSTERED ORGANIC FORM PLANTING.
3. TYPE 'A' BUFFER (13' WIDE) LANDSCAPING ALONG OCOEE APOPKA ROAD
- A 13' WIDE BUFFER SHALL BE TREATED WITH A COMBINATION OF CANOPY TREES, EVERGREEN TREES, PALM TREES, UNDERSTORY TREES AND RETAINED EXISTING TREES. TREES SHALL BE PROVIDED ALONG THE BUFFER YARD AT AN AVERAGE FREQUENCY OF ONE TREE FOR EVERY 30 FEET OR LESS.
- STREET TREES SHALL BE PROVIDED ALONG OCOEE APOPKA ROAD AT A 60' INTERVAL WITH 4" CALIPER CANOPY TREES.
- A LIFT STATION SHALL BE SCREENED WITH CONTINUOUS EVERGREEN TREES AND HEDGES FROM THE PUBLIC RIGHT OF WAY.
- A BUS SHELTER AREA SHALL BE LANDSCAPED WITH FLOWERING TREES AND ORNAMENTAL SHRUBS & GROUNDCOVERS.
4. TYPE 'B' BUFFER (11' WIDE) LANDSCAPING ALONG HARMON ROAD
- A 11' WIDE BUFFER SHALL BE TREATED WITH A COMBINATION OF CANOPY TREES, EVERGREEN TREES, PALM TREES, UNDERSTORY TREES AND RETAINED EXISTING TREES. TREES SHALL BE PROVIDED ALONG THE BUFFER YARD AT AN AVERAGE FREQUENCY OF ONE TREE FOR EVERY 30 FEET OR LESS.
5. TYPE 'C' BUFFER (15' WIDE) LANDSCAPING ALONG SR 429
- A 15' WIDE BUFFER WILL BE TREATED WITH A COMBINATION OF CANOPY TREES, EVERGREEN TREES, PALM TREES, UNDERSTORY TREES AND RETAINED EXISTING TREES. TREES SHALL BE PROVIDED ALONG THE BUFFER YARD AT AN AVERAGE FREQUENCY OF ONE TREE FOR EVERY 30 FEET OR LESS.
- NO TREES TO BE INSTALLED WITHIN THE HELICOPTER FLIGHT PATH AREA ABOUT 200 FEET IN LENGTH ALONG SR 429. ADDITIONAL 100 FEET FROM BOTH ENDS OF 200 FEET RESTRICTED ZONE SHALL BE PLANTED WITH MEDIUM HEIGHT TREES. PER FAA REQUIREMENTS THE HOSPITAL HELIPORT REQUIRES A SAFE CLEAR ZONE FOR THE APPROACH AND DEPARTURE PATH AREA. THIS CLEAR ZONE IS AN 8:1 SLOPE RATIO STARTING AT THE FATO AROUND THE HELIPORT. TREES WITHIN THE FLIGHT PATH WILL ENROACH INTO THE REQUIRED CLEAR ZONE.
6. PARKING LOT LANDSCAPING - A MINIMUM OF (2) UNDERSTORY TREES (3" CALIPER) OR 1 CANOPY TREE (4" CALIPER) WILL BE PLACED IN PARKING LOT ISLANDS. PARKING LOT ISLANDS WILL MEET MINIMUM SIZE REQUIREMENTS AS ESTABLISHED BY LOCAL GOVERNING CODES.
7. 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. TYPICAL BUFFER YARD TREE LIST

Table with 4 columns: Tree Name, Live Oak, 4" Caliper, etc. Includes sections for Canopy Trees, Evergreen Trees, Understory Trees, and Palm Tree.

SITE DATA

- 1. THE PROPOSED PROJECT IS DEVELOPMENT OF EXISTING VACANT PROPERTY WITH THE CONSTRUCTION AND OPERATION OF A 2000 BED HOSPITAL WITH 2,000,000 SF MEDICAL OFFICE IMPROVEMENTS WILL INCLUDE BUILDINGS, PAVED PARKING AND DRIVE AISLES, SIDEWALKS, ASSOCIATED UTILITIES, AND LANDSCAPING.
2. PROJECT AREA: 1,488,538 SF = 33.713 ACRES
3. PROJECT ADDRESS: 1901 HARMON ROAD, APOPKA, FL 32703
4. EXISTING ZONING: ZONING IN PROCESS (ZIP) (ORANGE COUNTY A-1)
5. PROPOSED ZONING: PUD, PLANNED UNIT DEVELOPMENT
6. SURROUNDING ZONING: NORTH: A-1 (ORANGE COUNTY) EAST SIDE: MIXED-EC WEST SIDE: A-1 (SR 429 EXPRESSWAY) SOUTH SIDE: MIXED-EC
7. FUTURE LAND USE (FLU) DESIGNATION: MU (MIXED USE)
8. EXISTING LAND USE: VACANT, ABANDON GROVE
9. PROPOSED LAND USE: HOSPITAL, WITH ANCLINARY USES & MEDICAL OFFICE
10. SETBACKS PER CITY OF APOPKA LDC, ARTICLE 8 SECTION 2.02.01 - GENERAL:

Table with 2 columns: Location, Distance. OCOEE APOPKA ROAD: 25 FT, HARMON ROAD: 25 FT, S.R. 429: 25 FT, SOUTH PROPERTY LINE: 5 FT

11. 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.

BUILDING/EMPLOYEE SUMMARY (ESTIMATED)

Table with 2 columns: Description, Count. PHASE 1: 80 BED HOSPITAL, UP TO 80,000 SF MEDICAL OFFICE, 2480 FULL TIME EQUIVALENT STAFF. TOTAL MAXIMUM BUILD OUT: UP TO 200 BED HOSPITAL, UP TO 200,000 SF MEDICAL OFFICE, 81200 FULL TIME EQUIVALENT STAFF. TOTAL FLOOR AREA: 800,000 SF

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

14. MAXIMUM BUILDING HEIGHT: 160' MAXIMUM, PLUS ARCHITECTURAL FEATURES, MECHANICAL EQUIPMENT, PARAPET WALLS AND ANTENNAS

PHASE 1 BUILDING WILL BE UP TO 7 STORES, WITH ARCHITECTURAL FEATURE ABOVE AND WALK OUT BASEMENT. FULL BUILD OUT WILL BE UP TO 7 STORES, WITH ARCHITECTURAL FEATURE ABOVE AND WALK OUT BASEMENT

15. REQUIRED VEHICULAR PARKING SPACES SHALL COMPLY WITH ARTICLE 8 SECTION 6.03.02 OF THE CITY OF APOPKA LDC. REQUIRED PARKING IS AS FOLLOWS:

Table with 2 columns: Description, Spacing. PHASE 1: (80 BED HOSPITAL) * (2 SPACE/BED) = 160 SPACES. FULL BUILDOUT: (200 BED HOSPITAL) * (2 SPACE/BED) = 400 SPACES.

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

16. HANDICAP PARKING SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE (FAC) F.S. 316.1955 AND 316.1956. SECTION 208.2 OUTLINES THE TOTAL REQUIRED HANDICAP PARKING SPACES ON TABLE 208.2. HOSPITAL OUTPATIENT FACILITIES, MEDICAL OFFICE ATTACHED TO A HOSPITAL, ARE REQUIRED TO PROVIDE ADDITIONAL SPACES. THESE FACILITIES SHALL PROVIDE TEN (10) PERCENT OF THE TOTAL REQUIRED PARKING TO BE HANDICAP PARKING SPACES.

Table with 2 columns: Description, Spacing. PHASE 1: HOSPITAL: (160 SPACES) 8 SPACES. FULL BUILDOUT: HOSPITAL: (400 SPACES) 20 SPACES.

17. OFF-STREET LOADING SPACES WILL BE SHARED BETWEEN THE HOSPITAL AND MEDICAL OFFICE BUILDINGS. A MINIMUM OF FOUR (4) LOADING SPACES WILL BE PROVIDED.

18. REQUIRED OPEN SPACE PER ARTICLE 8 SECTION 2.02.01-GENERAL OF THE CITY OF APOPKA LDC, IS A MINIMUM OF 30% LAND AREA.

Table with 2 columns: Description, Area. MINIMUM REQUIRED OPEN SPACES: 10.11 AC (30%). PHASE 1 OPEN SPACE PROVIDED: 17.20 AC (51.9%)

19. MAXIMUM ALLOWABLE IMPERVIOUS SURFACE RATIO IS 70% PER CITY OF APOPKA LDC.

20. PROTECTED UTILITY CONSUMPTION/IMPACTS AND REQUIRED FIRE FLOW

Table with 2 columns: Description, Value. PHASE 1: POTABLE WATER DAILY CONSUMPTION = 32,680 GPD (23 GPM). PHASE 2 (FULL BUILD-OUT): POTABLE WATER DAILY CONSUMPTION = 81,690 GPD (57 GPM).

UTILITY PROVIDERS

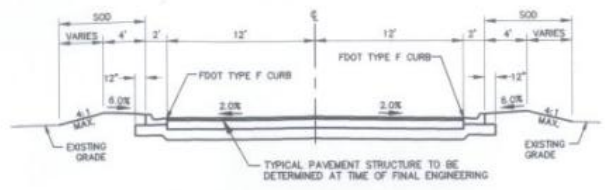
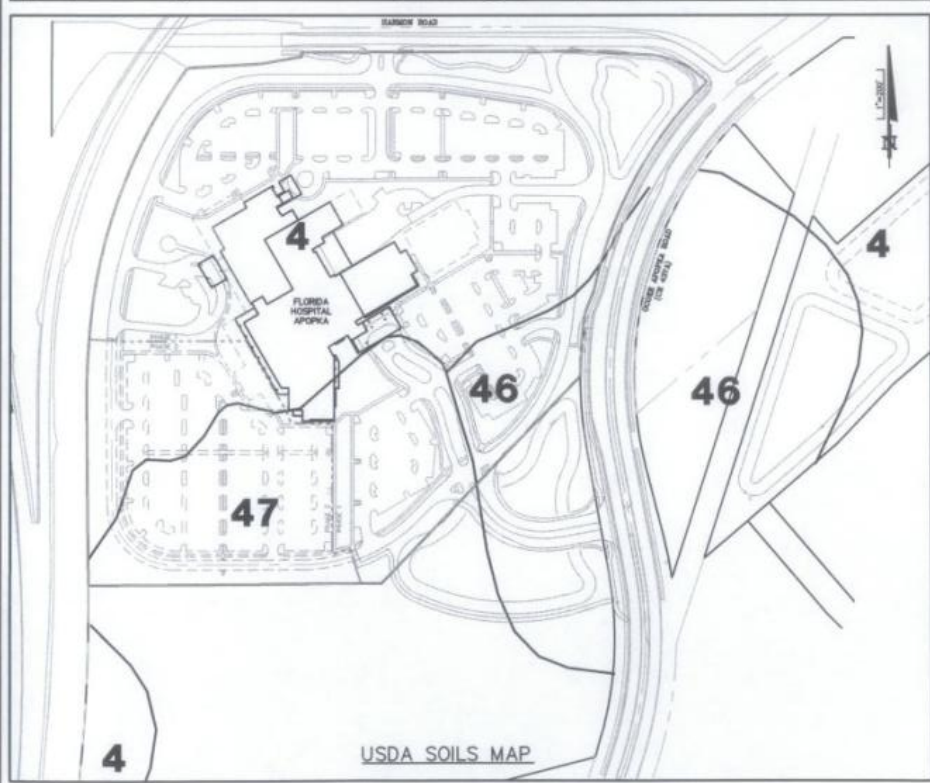
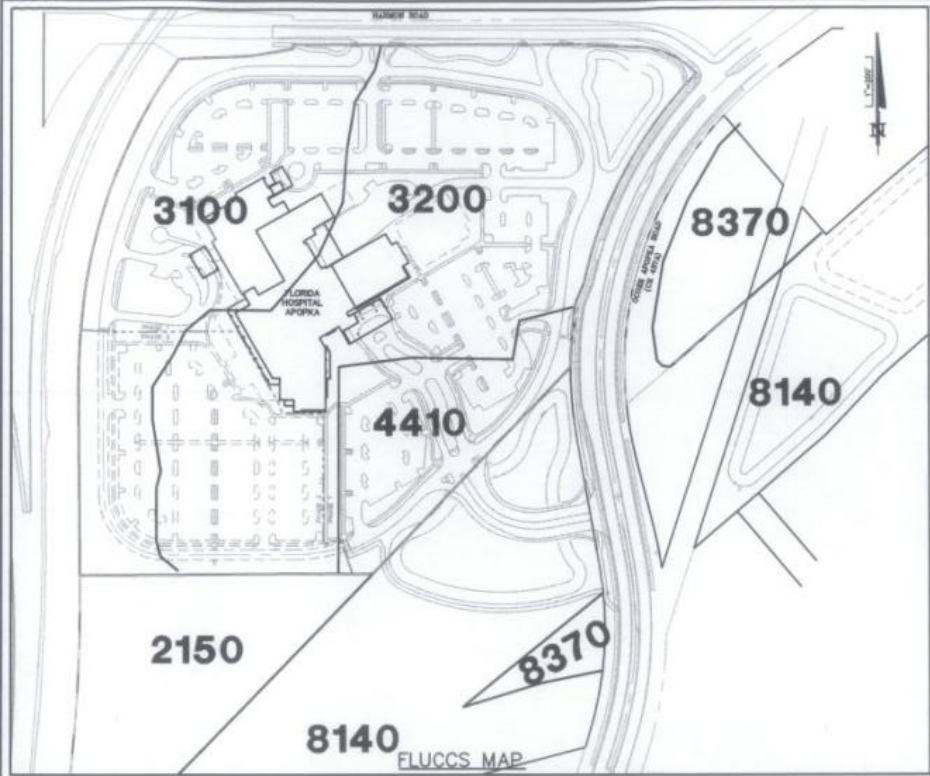
- CITY OF APOPKA: WATER, WASTEWATER & RECLAIM PUBLIC SERVICES DEPARTMENT, 748 EAST CLEVELAND STREET, APOPKA, FL 32703.
CENTURYLINK FLORIDA, INC.: TELECOMMUNICATIONS, 33 NORTH MAIN STREET, WINTER GARDEN, FL 34787.
LAKE APOPKA NATURAL GAS: NATURAL GAS, 1320 WINTER GARDEN VINELAND ROAD, WINTER GARDEN, FL 34787.
DUKE ENERGY: ELECTRICAL DIVISION, 452 EAST CROWN POINT ROAD, WINTER GARDEN, FL 32787.
BRIGHT HOUSE NETWORKS: CABLE TV, 65 SOUTH KELLER ROAD, ORLANDO, FL 32810.

NOTES

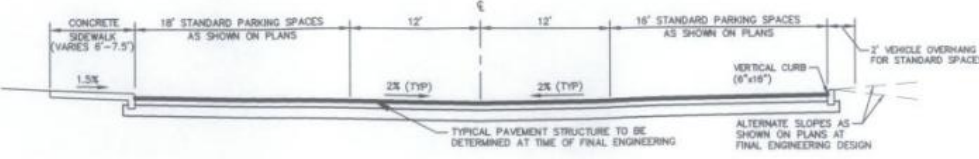
- 1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING FINAL DEVELOPMENT PLANS APPROVAL PROCESS.
2. FINAL DEVELOPMENT PLANS AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED UNDER SECTION 12.2.04 OF THE CITY OF APOPKA LAND DEVELOPMENT CODE (LDC).
3. ALL PROPOSED DEVELOPMENT IMPROVEMENTS SHALL CONFORM TO THE APPROVED PUD, THE CITY OF APOPKA LAND DEVELOPMENT CODE (LDC), ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SRWMD) AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REQUIREMENTS.
4. THE MAIN ENTRANCE DRIVE CONNECTING TO OCOEE APOPKA ROAD WILL BE PROVIDED FOR OFFSITE THROUGH A DEVELOPER'S AGREEMENT WITH THE ADJACENT PROPERTY.
5. THE DESIGN AND CONSTRUCTION OF STORMWATER MANAGEMENT SYSTEMS, WATER AND SEWER SYSTEMS, UTILITIES AND EASEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS MANUAL.
6. ONSITE UTILITIES ARE SHOWN AS CONCEPTUAL ONLY, FINAL PLACEMENT WILL BE DETERMINED DURING THE FINAL DEVELOPMENT PLAN PROCESS. ALL ONSITE UTILITIES WILL BE PRIVATELY OWNED AND MAINTAINED.
7. 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.
8. SANITARY WASTE SERVICES WILL BE PROVIDED BY THE CITY OF APOPKA. DURING PHASE 1 A PRIVATE SANITARY LIFT STATION WILL BE INSTALLED WITH FORCE MAIN FLOWING SOUTH TO THE INTERSECTION OF OCOEE APOPKA ROAD AND WEST KEENE ROAD, CONNECTING TO AN EXISTING CITY FORCE MAIN. THE FORCE MAIN WILL BE DEDICATED TO OWNED AND MAINTAINED BY THE CITY OF APOPKA. GREASE INTERCEPTOR WILL BE PROVIDED FOR THE RESTAURANT/CAFETERIA OPERATIONS. INTERCEPTOR DESIGN AND DETAILS WILL BE PROVIDED DURING FINAL DEVELOPMENT PLAN PROCESS.
9. STORM WATER MANAGEMENT FACILITIES WILL BE PROVIDED FOR OFFSITE THROUGH A DEVELOPER'S AGREEMENT WITH ADJACENT PROPERTIES.
10. THIS SITE IS LOCATED IN ZONE X FLOOD HAZARD ZONE, OUTSIDE OF THE 100 YEAR FLOODPLAIN PER FEMA/FIRM MAP, ORANGE COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12095C 0120F, REVISED SEPTEMBER 25, 2009. NEAREST FLOOD PLAN ELEVATION SET BY FEMA IS IN ZONE AE, ELEVATION 70.1 MSL FOR LAKE RUTHERFORD.
11. PER USDA SOIL CONSERVATION SERVICE CLASSIFICATION SYSTEM SOIL SURVEY MAPS THE ONSITE SOILS ARE AS FOLLOWS (SEE MAP TO LEFT):
- Candler Fine Sand, 0-5% Slopes
- Tavares-Fine Sand, 0-5% Slopes
- Tavares-Mulhopper Fine Sand, 0-5% Slopes
12. PER THE FLORIDA LAND USE, COVER, AND FORMS CLASSIFICATION SYSTEM (FLUCCS) THE ONSITE HABITAT AREAS ARE (SEE MAP TO LEFT):
FLUCCS 2150 - FIELDS CROPS
FLUCCS 3100 - HERBACEOUS RANGELAND
FLUCCS 3200 - SHRUB AND BRUSHLAND
FLUCCS 4410 - CONIFEROUS PLANTATIONS
FLUCCS 8140 - ROADS AND HIGHWAYS
FLUCCS 8370 - SURFACE WATER COLLECTION BASIN
13. NO EXISTING JURISDICTIONAL WETLANDS OR OTHER POTENTIAL ENVIRONMENTAL CONDITIONS WERE OBSERVED ONSITE. PER THE ECOLOGICAL ASSESSMENT REPORT PREPARED BY GEIUS ECOLOGICAL & ENVIRONMENTAL GROUP, LLC, DATED JUNE 2013, PROJECT NO. 03.1010.00.
14. EROSION AND SEDIMENTATION CONTROLS SHALL BE IMPLEMENTED DURING CONSTRUCTION AND SHALL COMPLY WITH ALL CITY, STATE, FEDERAL REQUIREMENTS.
15. NO EXISTING HISTORICAL STRUCTURES OR OTHER CULTURALLY SIGNIFICANT ARTIFACTS WERE OBSERVED ONSITE. PER THE ECOLOGICAL ASSESSMENT REPORT PREPARED BY GEIUS ECOLOGICAL & ENVIRONMENTAL GROUP, LLC, DATED JUNE 2013, PROJECT NO. 03.1010.00.
16. PROJECT LANDSCAPING WILL MEET STANDARDS SET FORTH IN ARTICLE V, ARTICLE 8 SECTION 2.02.01.B.17, AND THE WATER-WIRE ORDINANCE No. 2009 OF THE CITY OF APOPKA LAND DEVELOPMENT CODE (LDC), UNLESS OTHERWISE PROVIDED BY THE CITY OR THESE PLANS.
17. PROJECT LIGHTING WILL MEET STANDARDS SET FORTH IN THE CITY OF APOPKA LAND DEVELOPMENT CODE (LDC) AND THE CITY'S DEVELOPMENT DESIGN GUIDELINES, UNLESS OTHERWISE APPROVED BY THE CITY OR THE MASTER SIGN PLAN. PHOTOMETRIC PLANS SHALL BE PROVIDED AS PART OF THE FINAL DEVELOPMENT PLAN PROCESS. ALL LIGHT POLES (PARKING AND PEDESTRIAN) SHALL BE DECORATIVE IN STYLE WITH BASE FLUSH WITH GROUND (NO BOLLARD MOUNTED LIGHTS). PEDESTRIAN SCALED LIGHTING SHALL BE PROVIDED ALONG ALL SIDEWALKS LEADING TO THE BUILDING AND ALONG THE CONCRETE SHARED PATHS.
18. PROJECT SIGNAGE WILL BE PROVIDED THROUGH A MASTER SIGN PLAN. MASTER SITE SIGNAGE PLANS SHALL BE PROVIDED AT TIME OF THE FINAL DEVELOPMENT PLAN PROCESS.
19. INTERNAL SIDEWALKS HAVE BEEN PROVIDED FOR PEDESTRIAN AND BICYCLE ACCESS FROM THE EXISTING CONCRETE SIDEWALK ON OCOEE APOPKA ROAD, AS WELL AS FOR ACCESS TO HARMON ROAD RIGHT-OF-WAY. BICYCLE PARKING RACKS WILL BE PROVIDED AT A MINIMUM OF ONE (1) SPACE PER 100 CAR PARKING SPACES. LOCATION AND SIZES TO BE DETERMINED DURING FINAL DEVELOPMENT PLAN PROCESS.
20. A TRASH COMPACTOR SHALL BE PROVIDED FOR REFUSE. REFUSE WILL BE COLLECTED BY LOCAL APPROVED FRANCHISE ON A WEEKLY 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. CITY OF APOPKA SOUTH PARK AVENUE. ONSITE FIRE PROTECTION WILL BE PROVIDED WITH A LOOPED WATER DISTRIBUTION SYSTEM WITH FIRE HYDRANTS, FDCs AND THE BUILDING WILL HAVE AN APPROVED AUTOMATIC FIRE SPRINKLER AND ALARM SYSTEM. FIRE PROTECTION SERVICES WILL BE IN COMPLIANCE WITH THE ADOPTED CITY OF APOPKA FIRE DEPARTMENT STANDARDS AND REQUIREMENTS.
22. NO OUTSIDE STORAGE OF PARTS, SUPPLIES, MATERIALS, GOODS OR EQUIPMENT SHALL BE ALLOWED, UNLESS FULL SCREENED FROM VIEW.
23. 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 PUD, THE APPROVAL OF THE PUD MASTER PLAN WILL EXPIRE.
25. SCHOOLS - THIS IS A COMMERCIAL DEVELOPMENT, NO RESIDENTIAL USES ARE PROPOSED. PUBLIC SCHOOL CAPACITY IS NOT REQUIRED.
26. PARKS & RECREATION: THIS IS A COMMERCIAL DEVELOPMENT, NO PARKS REQUIRED.
27. PER THE TRANSPORTATION IMPACT ASSESSMENT REPORT PREPARED BY LIKIE TRANSPORTATION ENGINEERING CONSULTANTS, DATED JULY 24, 2013, REPORT NO. 13-0106, THE PROPOSED LAND USE WILL GENERATE 10,052 DAILY VEHICLE TRIPS END, 742 AM PEAK HOUR VEHICLE TRIP ENDS AND 528 PM PEAK HOUR VEHICLE TRIP ENDS. TRAFFIC GENERATION WAS CALCULATED UTILIZING THE 9TH EDITION ITE TRIP GENERATION REPORT, 2012.
28. ADJACENT LAND OWNED BY ADVENTIST HEALTH SYSTEM MAY BE ADDED TO THIS PUD IN THE FUTURE THROUGH A SEPARATE AMENDMENT TO THE PUD.
29. ALL INTERNAL ROADS AND SIDEWALKS WILL BE PRIVATELY OWNED AND MAINTAINED.
30. LYNX SHELTER LOCATION SHOWN FOR INFORMATION ONLY, CONSTRUCTION TIMING OF SHELTER WILL BE COORDINATED WITH LYNX.

NOT FOR CONSTRUCTION. DONALD W. MCINTOSH ASSOCIATES, INC. PLANNERS SURVEYORS ENGINEERS. MASTER PLAN FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS CITY OF APOPKA, FLORIDA DEVELOPMENT STANDARDS, SITE DATA AND NOTES. SHEET 2 OF 9.

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TYPICAL CROWNED ROAD SECTION



TYPICAL PARKING AISLE SECTION

| EXISTING | ITEM | PROPOSED |
|----------|--|--------------------------------------|
| | DRAINAGE LINE, SIZE AND CALL-OUT | D |
| | CURB INLETS | |
| | DITCH BOTTOM INLET, YARD INLET, DRAINAGE MANHOLE, CONTROL STRUCTURE AND MITERED END SECTION | |
| | U-TYPE ENDWALL | |
| | STRAIGHT ENDWALL | |
| | WINGED ENDWALL | |
| | FLARED END SECTION | |
| | SURFACE DRAINAGE DIRECTION | |
| | SWALE | |
| | CONTOUR ELEVATION | 100 |
| N/A | GRADING ELEVATION, HIGH POINT (HP) OR LOW POINT (LP) | HP OR LP |
| | SLOPE (HORIZ. VERT) | 3:1 |
| | FENCE LINE W/ GATE | X-X-X-X-X |
| | WATER LINE, VALVE, HYDRANT ASSEMBLY, REDUCER AND BLOW-OFF | W-W-W-W-W |
| | WATER METER AND MASTER METER ASSEMBLY | |
| | FIRE PROTECTION WATER LINE & SIZE AND POST INDICATOR VALVE | FV-FV-FV-FV-FV |
| N/A | FIRE PROTECTION POINT OF SERVICE | POS |
| | FIRE DEPARTMENT CONNECTION | FDC-FDC-FDC |
| | RECLAIMED WATER LINE, SIZE, VALVE, REDUCER AND BLOW-OFF | RW-RW-RW-RW-RW |
| | RECLAIMED WATER LINE & PLUG | RW-RW-RW-RW-RW |
| | SANITARY SEWER LINE, SIZE AND CALL-OUT | S-S-S-S-S |
| | SANITARY SEWER MANHOLE, SINGLE SERVICE LATERAL WITH CLEAN-OUT, DOUBLE SERVICE LATERAL, DUCTILE IRON PIPE & SIZE AND PLUG | SM-SM-SM-SM-SM |
| | BUILDING SETBACK LINE | BSL |
| N/A | PHASE LINE | PHASE LINE |
| N/A | EDGE OF PAVEMENT RADIUS DIMENSION | EDG |
| | NUMBER OF PARKING SPACES | ⊙ |
| | HANDICAP PARKING SPACE W/ SIGN | ⊙ |
| | TRAFFIC CONTROL SIGN | ⊙ |
| | PAINTED WHITE DIRECTIONAL ARROWS | → → → |
| N/A | 12" WHITE CROSSWALK (F.D.O.T. INDEX 17346) WITH 2' STOP BAR | 12" WHITE CROSSWALK WITH 2' STOP BAR |
| N/A | CONCRETE SIDEWALKS AND CURB RAMPS | CONCRETE SIDEWALKS AND CURB RAMPS |
| N/A | CONCRETE PAVEMENT | CONCRETE PAVEMENT |
| N/A | DECORATIVE PAVEMENT FEATURE | DECORATIVE PAVEMENT FEATURE |

NOT FOR CONSTRUCTION
 DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS
 2600 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4068
 AUTHORIZATION NO. 68
 JOHN T. TOWNSEND
 FLORIDA P.E. No. 52127
 DATE: _____

| NO. | DATE | REVISIONS | CHK. |
|-----|------|-----------|------|
| | | | |
| | | | |
| | | | |

DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS
 2600 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4068

PLANNERS SURVEYORS

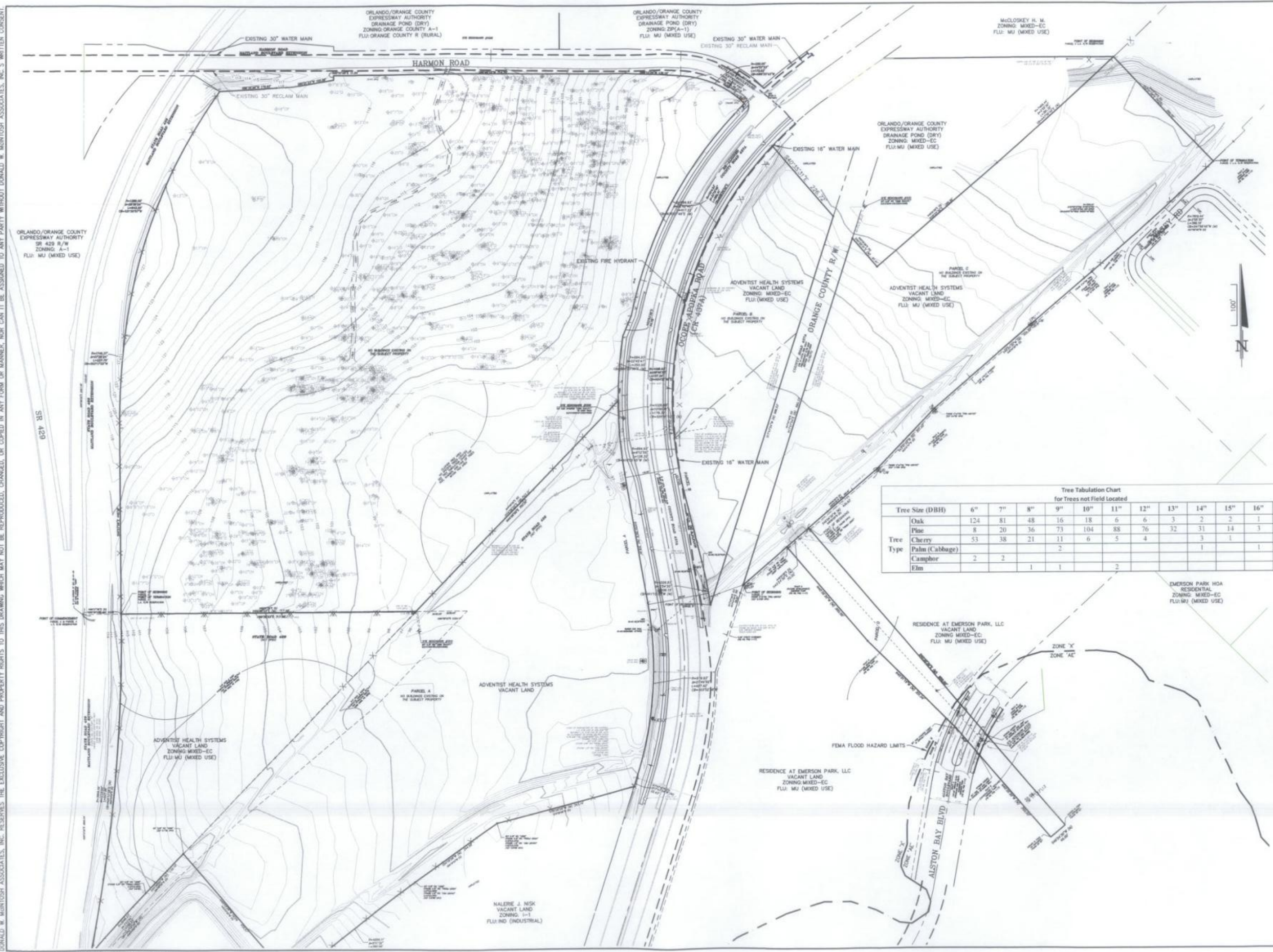
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 DATE: 8/20/14
 CHECKED BY: JTT
 DESIGNED BY: MAB
 DRAWN BY: MAB

MASTER PLAN
 FLORIDA HOSPITAL AOPKA
 REPLACEMENT CAMPUS
 CITY OF AOPKA, FLORIDA
 MAPS, LEGEND AND SECTIONS

DRAWING NO. 14079-MP-NOTES
 SHEET 3 OF 9

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Tree Tabulation Chart
for Trees not Field Located

| Tree Size (DBH) | 6" | 7" | 8" | 9" | 10" | 11" | 12" | 13" | 14" | 15" | 16" | 17" |
|-----------------|-----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|
| Oak | 124 | 81 | 48 | 16 | 18 | 6 | 6 | 3 | 2 | 2 | 1 | |
| Pine | 8 | 20 | 36 | 73 | 104 | 88 | 76 | 32 | 31 | 14 | 3 | 4 |
| Cherry | 53 | 38 | 21 | 11 | 6 | 5 | 4 | | | | | |
| Palm (Cabbage) | | | | 2 | | | | | 1 | | | |
| Camphor | 2 | 2 | | | | | | | | | | |
| Elm | | | 1 | 1 | | 2 | | | | | | |

MASTER PLAN
FLORIDA HOSPITAL APOPKA
REPLACEMENT CAMPUS
CITY OF APOPKA, FLORIDA
EXISTING CONDITIONS PLAN

DRAWING
14079-MP-EXIST
SHEET
4 of 9

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789-4074-4088

NOT FOR CONSTRUCTION
DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 68
JOHN T. TOWNSEND
FLORIDA P.E. NO. 52127

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |

DESIGNED BY: MAB

DRAWN BY: MAB

CHECKED BY: JTT

DATE: 8/20/14

SCALE: 1"=100'

JOB NUMBER: 14079

CREATED BY: JTT

DATE: 8/20/14

SCALE: 1"=100'

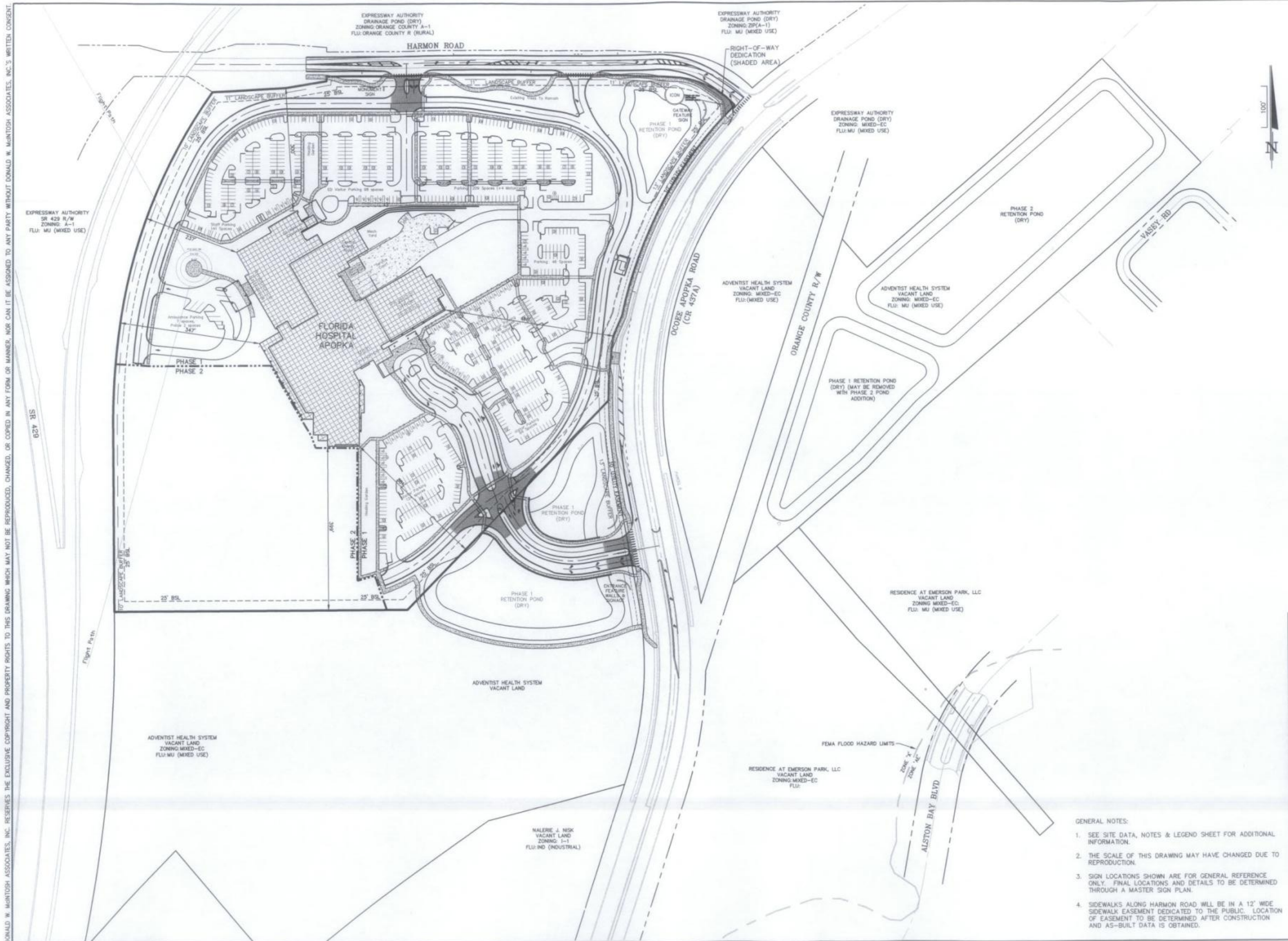
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| | | | | | |
|--|---------|---|--|---------------|--|
| MASTER PLAN | | FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS | | AERIAL | |
| FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS | | CITY OF APOPKA, FLORIDA | | AERIAL | |
| DRAWING 14079-MP-AERIAL | | | | | |
| SHEET 5 | OF 5 | | | | |
| NOT FOR CONSTRUCTION DONALD W. MCINTOSH ASSOCIATES, INC. PLANNERS 2800 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4088 SURVEYORS 14079 | | | | | |
| DESIGNED BY: MAB CHECKED BY: JTT DATE: 8/20/14 SCALE: 1"=100' JOB NUMBER: 14079 | | | | | |
| REVISED PER CITY COMMENTS NO. DATE | | | | | |
| JOHN T. TOWNSEND FLORIDA P.E. No. 52127 DATE: | | | | | |

- GENERAL NOTES:**
1. SEE SITE DATA, NOTES & LEGEND SHEET FOR ADDITIONAL INFORMATION.
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 3. SIGN LOCATIONS SHOWN ARE FOR GENERAL REFERENCE ONLY. FINAL LOCATIONS AND DETAILS TO BE DETERMINED THROUGH A MASTER SIGN PLAN.



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MASTER PLAN
FLORIDA HOSPITAL APOPKA
REPLACEMENT CAMPUS
 CITY OF APOPKA, FLORIDA
MASTER PLAN - PHASE 1

NOT FOR CONSTRUCTION

DONALD W. MCINTOSH
 SURVEYORS
 CERTIFICATE OF
 AUTHORIZATION NO. 88

JOHN T. TOWNSEND
 FLORIDA P.E. No. 52127

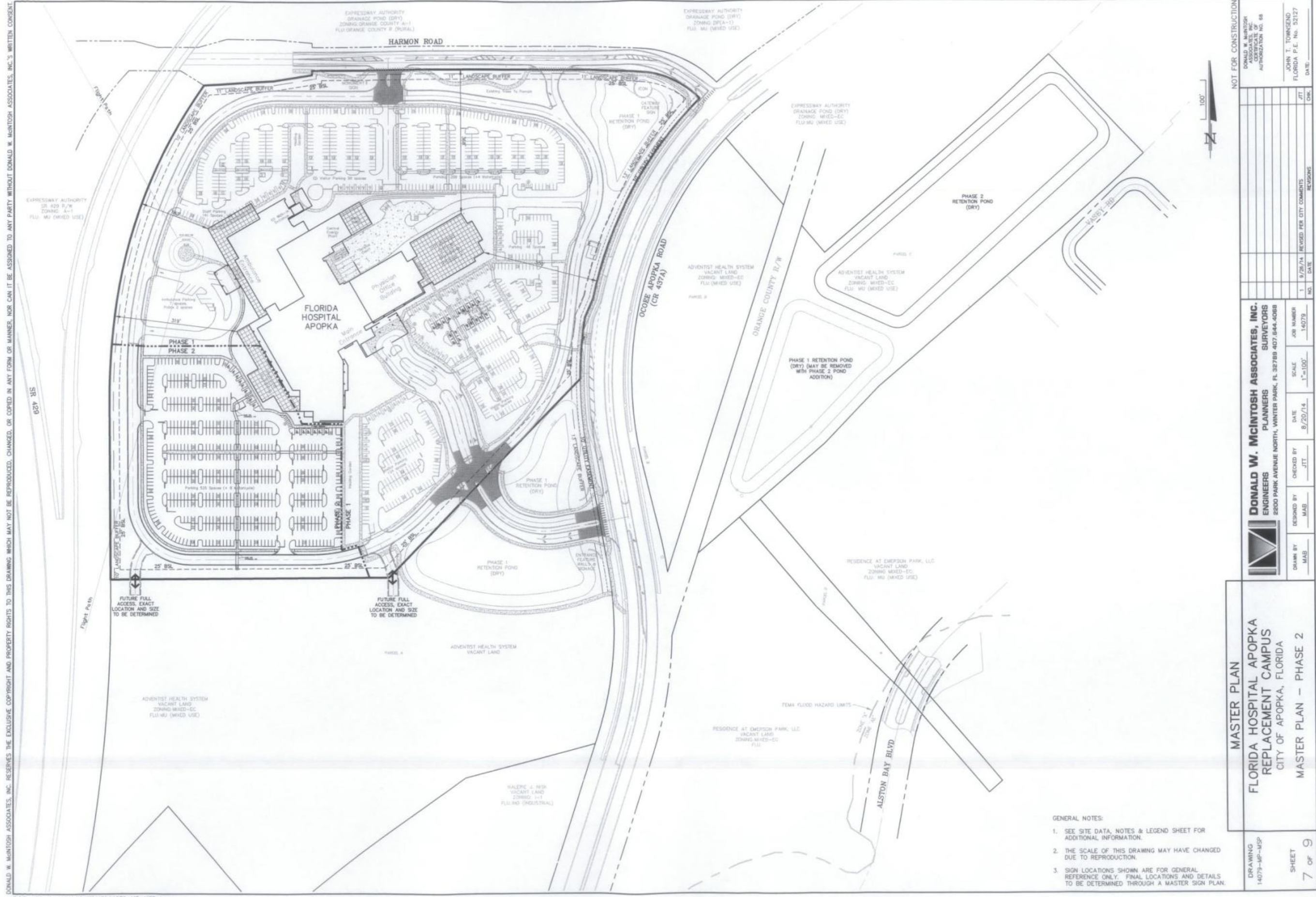
| NO. | DATE | REVISED PER CITY COMMENTS | DATE | BY |
|-----|---------|---------------------------|------|-----|
| 1 | 9/25/14 | | | JTT |

DESIGNED BY: MAB
 CHECKED BY: JTT
 DATE: 8/20/14
 SCALE: 1"=100'
 JOB NUMBER: 14079

DRAWN BY: MAB

DRAWING: 14079-01-MSP
 SHEET: 6 OF 9

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 - SIDEWALKS ALONG HARMON ROAD WILL BE IN A 12' WIDE SIDEWALK EASEMENT DEDICATED TO THE PUBLIC. LOCATION OF EASEMENT TO BE DETERMINED AFTER CONSTRUCTION AND AS-BUILT DATA IS OBTAINED.



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NOT FOR CONSTRUCTION

DONALD W. MCINTOSH ASSOCIATES, INC.
 AUTHORIZATION NO. 98

JOHN T. TORRES
 FLORIDA P.E. NO. 35127

| NO. | DATE | REVISED PER CITY COMMENTS | CHK. |
|-----|---------|---------------------------|------|
| 1 | 9/26/14 | | JTT |

DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2500 PARK AVENUE NORTH, WINTER PARK, FL 32789-4074-4088

DESIGNED BY: MAB
 CHECKED BY: JTT
 DATE: 9/20/14
 SCALE: 1"=100'
 JOB NUMBER: 14079

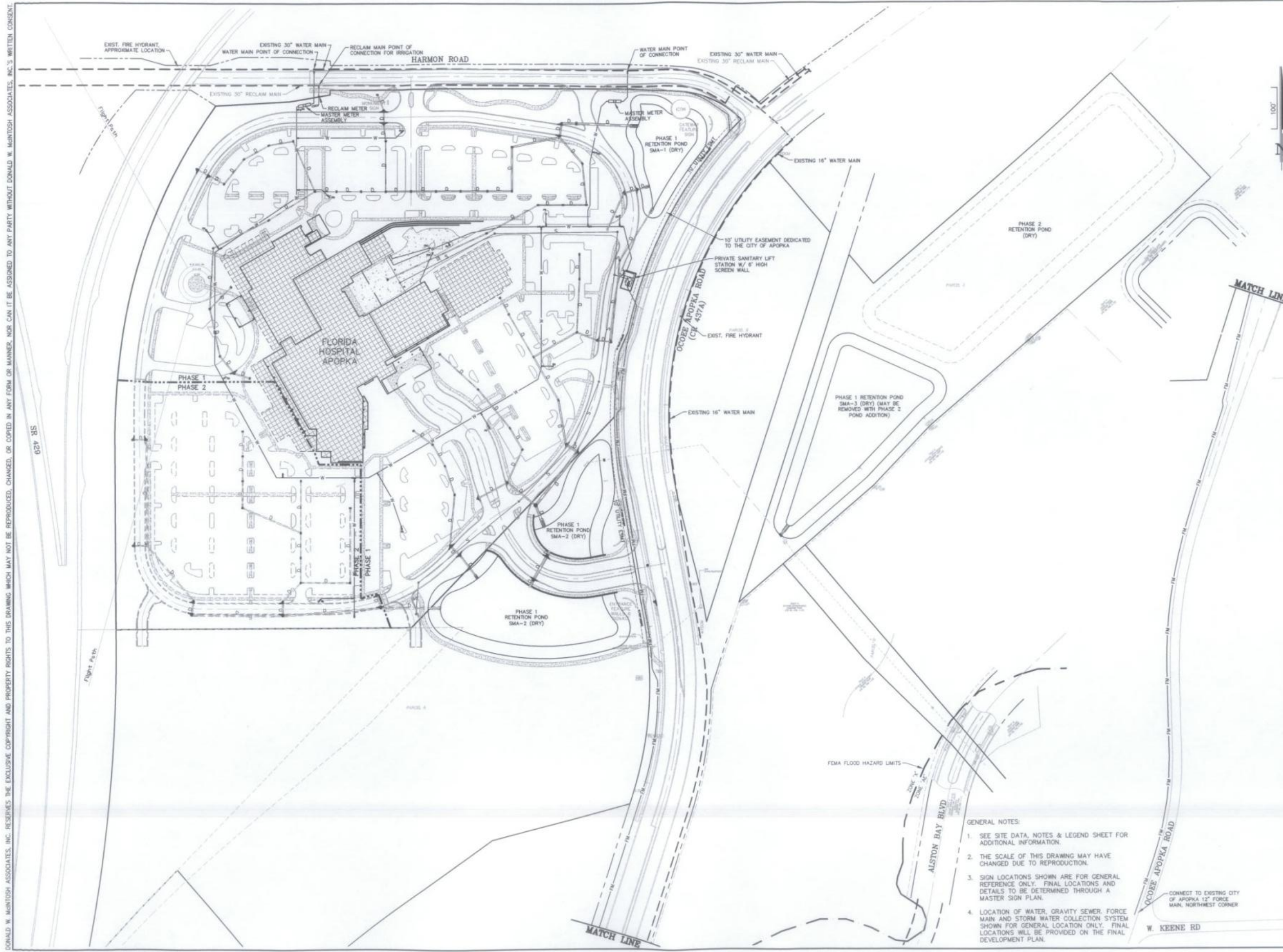
MASTER PLAN
 FLORIDA HOSPITAL APOPKA
 REPLACEMENT CAMPUS
 CITY OF APOPKA, FLORIDA
 MASTER PLAN - PHASE 2

DRAWING: 14079-MP-MSP
 SHEET: 7 of 9

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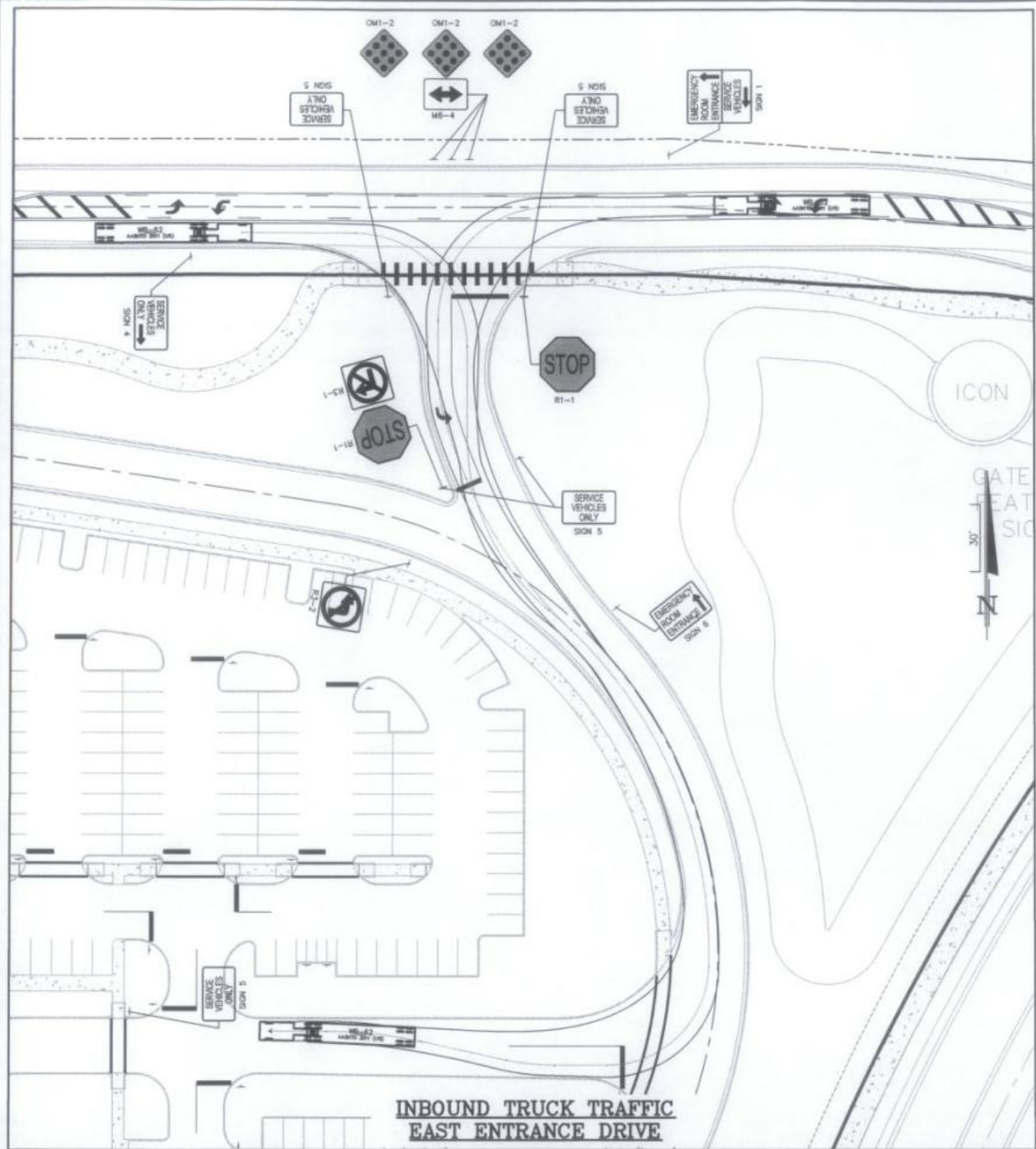
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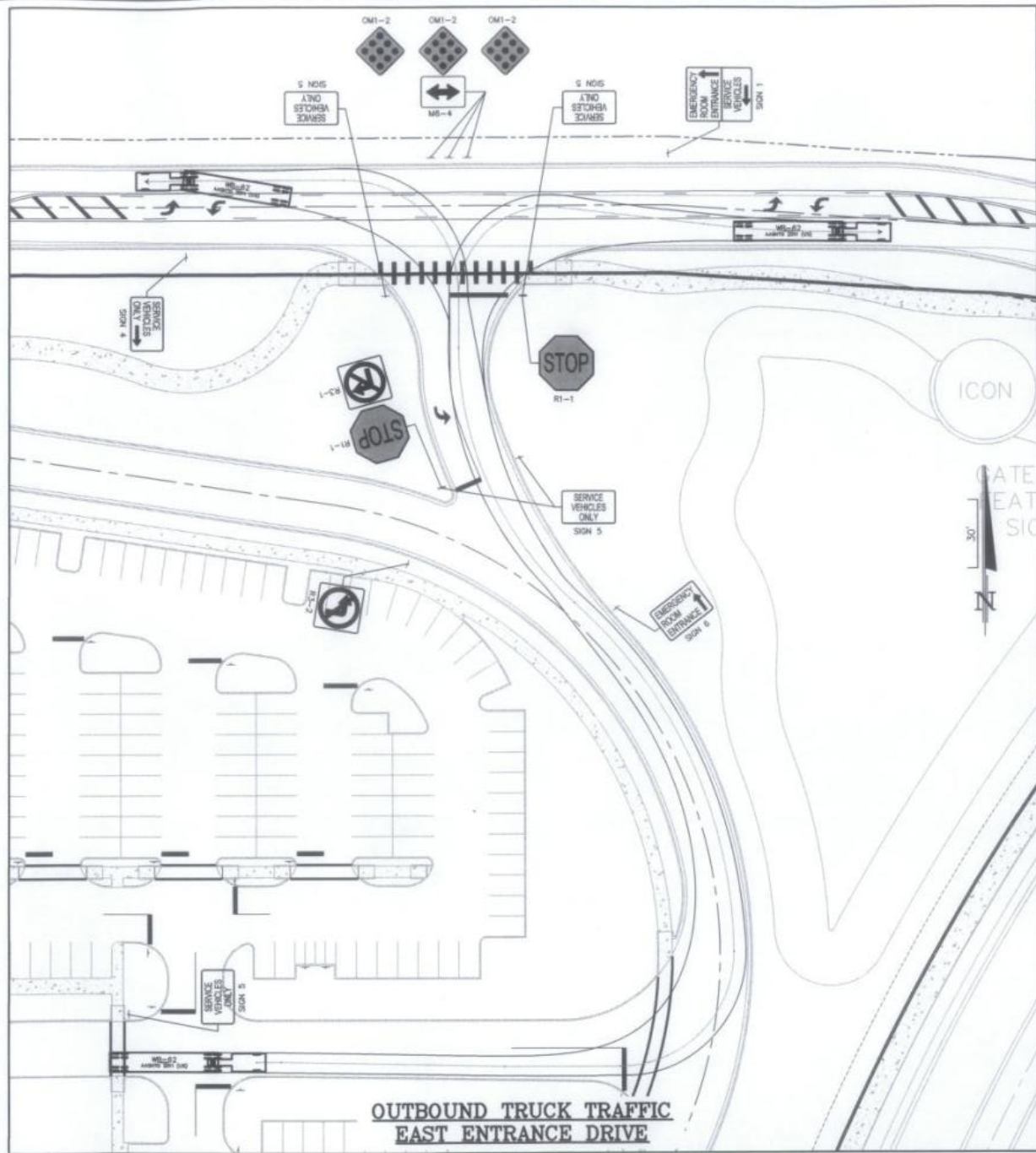
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 4. LOCATION OF WATER, GRAVITY SEWER, FORCE MAIN AND STORM WATER COLLECTION SYSTEM SHOWN FOR GENERAL LOCATION ONLY. FINAL LOCATIONS WILL BE PROVIDED ON THE FINAL DEVELOPMENT PLAN.

| MASTER PLAN | | UTILITY PLAN | | | | | | | | | |
|--|---------------------|---------------------------|-----------------|-----|------|---------------------------|-----------|---|---------|--|--|
| FLORIDA HOSPITAL APOPKA REPLACEMENT CAMPUS | | | | | | | | | | | |
| CITY OF APOPKA, FLORIDA | | | | | | | | | | | |
| DRAWING 14079-MP-UTILITY | | | | | | | | | | | |
| SHEET 8 OF 9 | | | | | | | | | | | |
| DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 3200 PARK AVENUE NORTH, WINTER PARK, FL 32789-4078-4088 PHONE: 407.844.4088 FAX: 407.844.4089 | | | | | | | | | | | |
| NOT FOR CONSTRUCTION DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 08 JOHN T. TOWNSEND FLORIDA P.E. No. 53127 DATE: _____ | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISED PER CITY COMMENTS</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">9/29/14</td> <td></td> <td></td> </tr> </tbody> </table> | | | | NO. | DATE | REVISED PER CITY COMMENTS | REVISIONS | 1 | 9/29/14 | | |
| NO. | DATE | REVISED PER CITY COMMENTS | REVISIONS | | | | | | | | |
| 1 | 9/29/14 | | | | | | | | | | |
| DRAWN BY MAB | DESIGNED BY MAB | CHECKED BY JTT | DATE 8/20/14 | | | | | | | | |
| SCALE 1"=100' | JOB NUMBER 14079 | JTT | DKL | | | | | | | | |

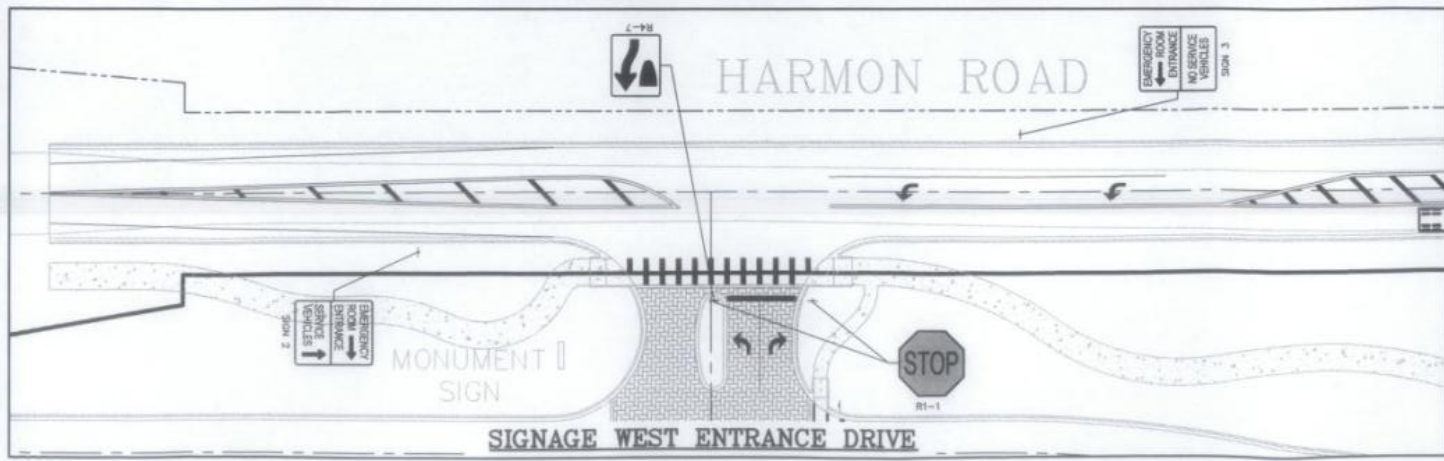
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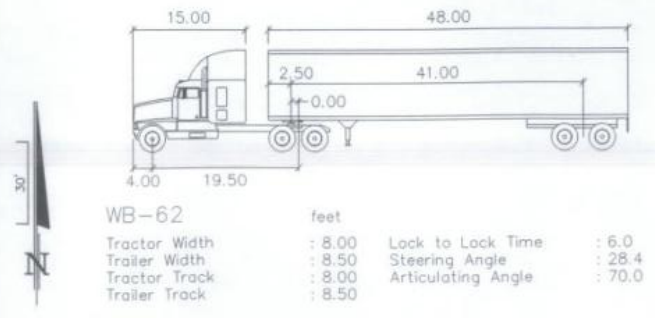
**INBOUND TRUCK TRAFFIC
EAST ENTRANCE DRIVE**



**OUTBOUND TRUCK TRAFFIC
EAST ENTRANCE DRIVE**



SIGNAGE WEST ENTRANCE DRIVE



- GENERAL NOTES:**
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MASTER PLAN

**FLORIDA HOSPITAL APOPKA
REPLACEMENT CAMPUS
CITY OF APOPKA, FLORIDA**

**COMMERCIAL TRUCK MANEUVERABILITY
PLAN**

DRAWING
14079-MP-TRUCK

SHEET
9 OF 9

DESIGNED BY
MAB

CHECKED BY
JTT

DATE
8/20/14

SCALE
1"=30'

JOB NUMBER
14079

DATE
8/20/14

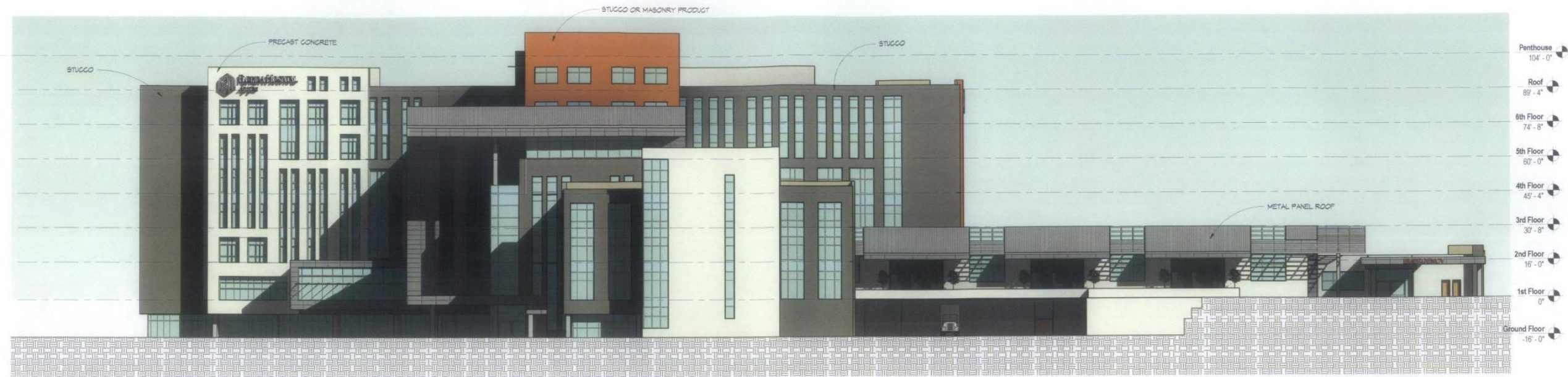
NO.
14079

DATE
8/20/14

REVISIONS

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4068

NOT FOR CONSTRUCTION
DONALD W. MCINTOSH
CERTIFICATE OF
AUTHORIZATION NO. 88
JOHN T. TOWNSEND
FLORIDA P.E. No. 52127
DATE: _____



1 EAST ELEVATION

SCALE: 1" = 20'-0"

NOTE: PREDOMINANT MATERIALS MAY INCLUDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALUMINUM CURTAIN WALL SYSTEM.



2 WEST ELEVATION

SCALE: 1" = 20'-0"

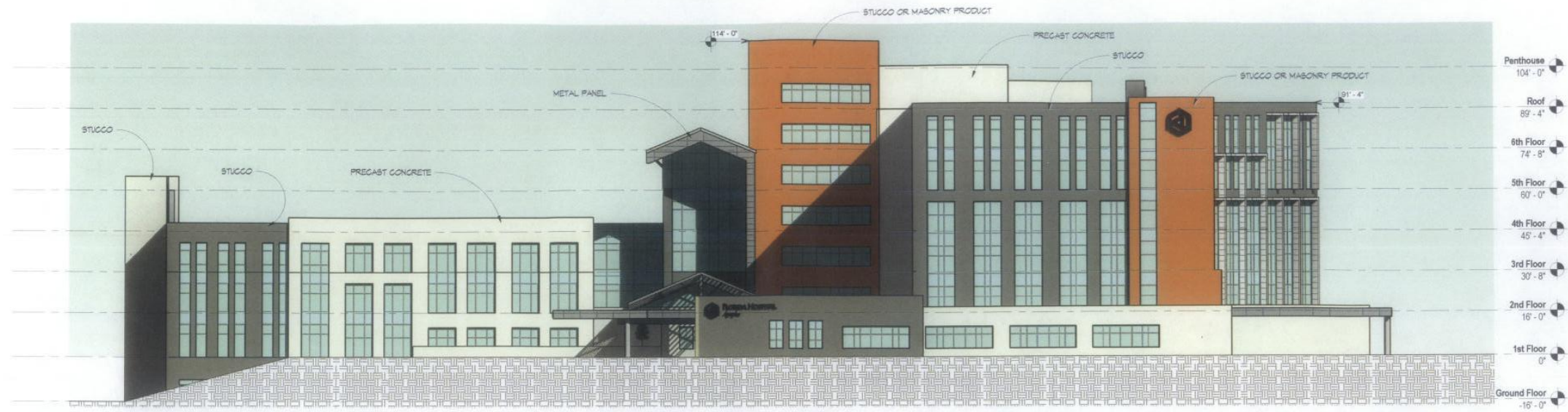
NOTE: PREDOMINANT MATERIALS MAY INCLUDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALUMINUM CURTAIN WALL SYSTEM.

| PROPOSED MATERIAL LISTING | |
|---------------------------|---------------------------------|
| - | PRECAST CONCRETE |
| - | STUCCO |
| - | MASONRY PRODUCT |
| - | METAL PANEL |
| - | CAST IN PLACE CONCRETE |
| - | GLASS AND ALUMINUM CURTAIN WALL |



FLORIDA HOSPITAL APOPKA

FLORIDA HOSPITAL - APOPKA, FLORIDA
CONCEPTUAL EXTERIOR ELEVATIONS 10.07.14



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

NOTE: PREDOMINANT MATERIALS MAY INCLUDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALUMINUM CURTAIN WALL SYSTEM.



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

NOTE: PREDOMINANT MATERIALS MAY INCLUDE A MIXTURE OF PRECAST CONCRETE, STUCCO, MASONRY PRODUCTS, CAST IN PLACE CONCRETE, METAL PANELS, AND A GLASS AND ALUMINUM CURTAIN WALL SYSTEM.

| PROPOSED MATERIAL LISTING | |
|---------------------------|---------------------------------|
| - | PRECAST CONCRETE |
| - | STUCCO |
| - | MASONRY PRODUCT |
| - | METAL PANEL |
| - | CAST IN PLACE CONCRETE |
| - | GLASS AND ALUMINUM CURTAIN WALL |

**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

THIS TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made this ____ day of _____ 2014, by and among the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (the “**City**”) and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, (“**Florida Hospital**”).

RECITALS:

- A. Florida Hospital is the fee simple owner of that certain real property located in the City of Apopka, Orange County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Subject Property**”); and
- 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 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) If approved by the City and a warrant is not required by Orange County, as applicable, install a strain pole traffic signal at the intersection of Ocoee-Apopka Road and Keene Road based on the current traffic lane configuration (estimated cost \$100,000.00).

(6) 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.

(7) Provide an eleven (11) foot wide multi-use trail along Florida Hospital's property frontage on Harmon Road, as depicted in the Master Plan (+/-1,100 linear feet, estimated cost \$31,000.00).

(8) Provide an eleven (11) 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 (+/-1,300 linear feet, estimated cost \$36,000.00).

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 (+/-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%).

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 pre-construction 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:

City: 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.

12. **Binding Effect and Successors.** This Agreement shall run with the Subject Property and 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.

13. **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").

17. **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**").

19. **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]

Signed, sealed and delivered in the presence of:

“CITY”

Print Name: _____

By: _____

Name: _____

Mayor

Print Name: _____

Date: _____, 2014

ATTEST:

By: _____

Name: _____

City Clerk

Date: _____, 2014

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Apopka, Florida only:

By: _____

Name: _____

Title: _____

Date: _____, 2014

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2014, before me, the undersigned authority, personally appeared _____, as _____ and by _____, as _____ and are personally known to me to be the Mayor and City Clerk of the City of Apopka, Florida, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Apopka, Florida, as its true act and deed, and that they were duly authorized to do so.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

Signed, sealed and delivered in the presence of:

“FLORIDA HOSPITAL”

Print Name: _____

ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida not-for-profit corporation

Print Name: _____

By: _____
Name: _____
Mayor

Date: _____, 2014

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as _____ of **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.,** a Florida not-for-profit corporation, on behalf of the corporation and he was duly authorized to do so.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

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.

EXHIBIT "B"

(Site-Related Road Improvements)



EXHIBIT "C"

(Non-Site-Related Road Improvements)

— IMPROVEMENT LOCATION
PER AGREEMENT SECTION 3. b.

