

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

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

**BRIDGE EASEMENT AGREEMENT**

THIS BRIDGE EASEMENT AGREEMENT (“**Agreement**” or “**Easement Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, doing business as **FLORIDA HOSPITAL**, whose address is 601 E. Rollins Street, Orlando, Florida 32803, (“**Florida Hospital**” or “**Owner**”), and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

W I T N E S S E T H:

WHEREAS, the City is the owner of that certain roadway located in Orange County, Florida and known and hereinafter referred to as “**East King Street**”; (all such capitalized terms being defined below); and

WHEREAS, Florida Hospital intends to construct a “**Bridge**” from the existing “**Florida Hospital King Street Parking Garage**” over East King Street to the “**Florida Hospital North King Street Parking Garage**” that is currently under construction as of the date of this Agreement on certain real property owned by Florida Hospital, as depicted in **Exhibit “A”** attached hereto and made a part hereof by this reference; and

WHEREAS, the Bridge will provide safe and convenient access to and from the Florida Hospital Health Village for Florida Hospital employees, students, visitors, and invitees; and

WHEREAS, the City has agreed to grant to Florida Hospital an easement to allow pedestrian access over and through the Bridge on the terms and conditions set forth herein.

NOW, THEREFORE, for an in consideration of the premises hereof, the sum of Ten and no/100ths Dollars (\$10.00) paid by Florida Hospital to the City, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Florida Hospital and the City hereby agree as follows:

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

2. **Definitions.** The following terms shall have the following meanings throughout this Agreement:

A. “**Bridge**” means that certain pedestrian bridge from the Florida Hospital King Street Parking Garage over East King Street over, upon and through the Bridge Easement Property to and connecting with the Florida Hospital North King Street Parking

Garage. The design of the Bridge is conceptually described in **Exhibit “B”**, referenced below; however, the final Bridge design is subject to City approval.

B. **“Bridge Easement Property”** means the air rights over that portion of East King Street reasonably necessary for the construction, operation and maintenance of the Bridge, as permitted by the City, and conceptually described and depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference.

C. **“East King Street”** means that certain roadway located in the City that runs from Sanitarium Avenue on the east to Orange Avenue on the west.

D. **“Florida Hospital King Street Parking Garage”** means that certain multi-level parking garage located south of East King Street along Sanitarium Avenue.

E. **“Florida Hospital North King Street Parking Garage”** means that certain multi-level parking garage located north of East King Street along Sanitarium Avenue that Florida Hospital is constructing on its real property north of East King Street.

3. Bridge Easement. The City hereby grants and conveys to Florida Hospital a perpetual, non-exclusive easement in, upon, through, over and/or across the Bridge Easement Property for purposes of pedestrian access over and through the Bridge and all activities incidental and related thereto. This Easement is strictly limited to the extent reasonably necessary to construct, operate, repair and maintain the Bridge as permitted by the City.

4. Construction of the Bridge.

(a) Insurance During Design and Construction. Florida Hospital shall require that the construction contractor (the **“Contractor”**) for the Bridge, at all times during the construction of the Bridge, possesses: 1) worker’s compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$1,000,000. All liability insurance shall be maintained throughout the course of the construction of the Bridge and for a period of time thereafter as required by the City in order to protect the City from any covered liability, claims, damages, losses or expenses arising from or out of in any way connected with construction of the Bridge. The City shall be listed as an additional insured on the automobile, general liability, and builder’s risk policies. In addition, the Contractor shall also be required to purchase and possess builder’s risk, “all risk”, insurance covering physical loss and property damage, in the amount of at least the bid for the Bridge construction. Florida Hospital shall require the Contractor to provide to the City proof of such insurance coverages, as described above, ten (10) days prior to commencement of construction of the Bridge. In the alternative, Florida Hospital may provide the City-required coverages for general liability and worker’s compensation through one or more of its self-insured insurance programs. In addition, Florida Hospital is the party carrying the builder’s risk on the Bridge project and will provide builder’s risk coverage to the City, as required by City Code.

(b) Payment & Performance Bonds. Florida Hospital shall require the Contractor to obtain performance and payment bonds, prior to commencement of

construction of the Bridge and in a form acceptable to the City, with the penal amount of each bond equal to the contract amount for the Bridge. The Surety must be authorized to issue bonds in Florida, must be listed in the most recently issued United States Department of the Treasury's "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in the Federal Register and is subject to the final approval of the City. The City shall be listed as an obligee on each bond. Florida Hospital shall act diligently to prevent construction liens from being filed on the property necessary for construction or operation of the Bridge. If a lien is filed, Florida Hospital shall take the requisite action to have the lien removed. In the event the Contractor does not carry performance and payment bonds on this project, the Owner will reimburse the Contractor for the cost of providing performance and payment bonds to the City or will provide the bonds directly to the City.

(c) Warranty/Maintenance Bond. Prior to certification by the City as described in subparagraph (e) below, Florida Hospital shall obtain from the Contractor a two-year warranty (in a form acceptable to the City) on the materials and work performed with regard to the Bridge. The City shall be named as additional beneficiary of the warranty/bond. The commencement date of the warranty/bond shall be the date upon which the Bridge is completed and certified by the City as described in subparagraph (e) below, unless otherwise agreed by the parties. In the event the Contractor does not carry the cost of any City-required bonds on the Bridge project, the Owner will elect to either reimburse the Contractor for the costs of providing the bonds to the City or provide the City-required bonds directly to the City.

(d) Non-Conforming Work. In the event work is discovered, whether by the City or Florida Hospital, its consultants or contractors, which is defective or otherwise non-conforming to the requirements of the construction plans which have been permitted by the City, the City or Florida Hospital shall promptly notify the other party of such defect or non-compliance. Florida Hospital shall immediately cause such work to be removed and replaced with conforming work or otherwise remedy the non-conforming work to the satisfaction of the City. The City has final authority over the determination that certain work related to the Bridge is non-conforming or defective and that said non-conforming or defective work has been remedied, which determination shall be made in accordance with the City permitted construction plans. Any costs associated with correcting such deficient work shall be borne by Florida Hospital. In any such event, determinations by the City will be communicated by the City to Florida Hospital. Florida Hospital will then provide direction to the Contractor, who is the agent of Florida Hospital, to correct or remedy such deficient work. The foregoing shall not create any obligation or liability on the part of Florida Hospital to undertake any corrective or remedial action on any work that is in conformance with the City approved construction documents.

(e) Certification. Upon completion of the Bridge and prior to opening the Bridge for use, the City shall conduct a final inspection. If the City determines that all work has been completed in conformance with the permitted construction plans and any other applicable construction, permitting or engineering requirements, the City shall notify Florida Hospital in writing of said conformance. Upon receipt of the City's written notification, Florida Hospital shall cause the Contractor to submit a final completion

certification of the Bridge. This certification shall be accompanied by the As-Built drawings as well as any necessary warranties, waivers and releases from contractors, subcontractors and suppliers, test certifications, operation manuals and documentation of approval of the construction by governmental agencies having jurisdiction other than the City, if any. The City's determination under this subparagraph does not operate to impose any liability or responsibility on the City with respect to the Bridge, which remains the sole and exclusive responsibility of Florida Hospital.

(f) Independent Contractors. Florida Hospital, its agents, Contractor, subcontractors or design engineer, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, or their employees or representatives. Nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Bridge Easement Property or the construction, operation or maintenance of the Bridge.

5. Indemnification. To the extent permitted by law, Florida Hospital shall indemnify, release and hold harmless the City, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), arising out of or resulting from this Agreement, construction, operation, repair or maintenance of the Bridge, or which are caused in whole or in part, directly or indirectly, by Florida Hospital or any of its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This provision shall survive termination of this Agreement.

6. Insurance. During the entire term of this Easement Agreement, Florida Hospital shall maintain 1) worker's compensation insurance in the amount of the Florida Statutory Limit; and 2) general liability insurance in the amount of \$1,000,000.00 to protect the City from any liability arising from this Easement Agreement or Florida Hospital's operation, repair and maintenance of the Bridge or which is caused in whole or in part, directly or indirectly, by Florida Hospital or any of its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. In the alternative, and upon City approval, Florida Hospital may provide the City-required coverages for general liability and worker's compensation through one or more of its self-insured insurance programs. The City shall be listed as an additional insured on the above-referenced general liability policy. This provision shall survive termination of this Agreement to the extent necessary to protect the City from liability arising during the term of this Agreement.

7. Maintenance and Repairs. The Bridge shall be constructed, owned, maintained and repaired by Florida Hospital, and Florida Hospital hereby assumes any and all responsibility and liability with respect to, or arising from, or in any way associated with the construction, operation, and maintenance of the Bridge. Florida Hospital shall comply with all applicable laws, rules and regulations, including environmental requirements, in its maintenance, repair and operation of the Bridge. The City has the right, but not the duty or obligation, to inspect the Bridge and the Bridge Easement Property at any time, so long as Florida Hospital is provided prior notice and said inspection activities do not unreasonably interfere with the exercise of Florida Hospital's rights hereunder. In the event Florida Hospital fails to maintain the Bridge in good condition and in accordance with applicable laws and regulations, the City may give Florida Hospital written notice thereof and Florida Hospital shall be obligated to conduct such

maintenance and correct such deficiency within a reasonable period of time. In the event Florida Hospital fails to maintain the Bridge and correct any such deficiency within a reasonable time after such written notice by the City, then the City shall have the right, but not the obligation, to correct any such deficiency and Florida Hospital shall then reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the City upon the adjacent Florida Hospital property. Such liens shall become effective upon the filing of a Claim of Lien by the City in the Official Records of Orange County, Florida and may be foreclosed in the manner as provided by Florida law. The City's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the City. Furthermore, nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Bridge Easement Property or the construction, operation, repair or maintenance of the Bridge.

8. Termination. This Agreement may be terminated by mutual consent of the parties hereto or upon default. Except as otherwise agreed by said parties, Florida Hospital shall remove the Bridge within one (1) year of termination of this Easement Agreement, said removal to occur in compliance with any and all applicable rules, laws and regulations. If Florida Hospital fails to remove the Bridge within said one (1) year period, the City may do so and in such case, Florida Hospital shall reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the City upon the adjacent Florida Hospital property. Nothing herein obligates the City to take any action to remove the Bridge and the City's removal of the Bridge shall not operate to impose any obligation, responsibility or liability whatsoever upon the City with respect to this Agreement.

9. Defaults. Failure by either the City or Florida Hospital to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within thirty (30) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

10. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring suit to enforce or interpret any provision hereof, each party shall be responsible for its own attorneys' fees, experts' fees and costs, in addition to any other relief granted as a result of such litigation.

11. Binding Effect. The easement herein granted by the City shall run in favor of Florida Hospital. The terms and conditions of this Agreement shall run with the title to (i) the

real property owned by Florida Hospital as of the date hereof, and (ii) the Bridge Easement Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. No Waiver of Regulatory Authority. Florida Hospital acknowledges that the City is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities on the Bridge Easement Property and other property owned by Florida Hospital, and further acknowledges that nothing in this Bridge Easement Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing herein operates to vest any particular manner or means of development of any property owned by Florida Hospital and nothing herein operates as an amendment of, or modification to, the development of regional impact that encumbers the Florida Hospital property. Lastly, the Bridge and the Bridge Easement Property remain subject to the City's police power and shall not be operated or utilized in any manner so as to interfere with the City's operation and maintenance of East King Street or any public improvements attendant thereto.

13. Estoppel Certificate. Florida Hospital and the City shall execute and deliver to each other, within fifteen (15) days of any written request therefore by the other party, a certificate addressed as indicated by the requesting party and stating: (i) whether this Bridge Easement Agreement is in full force and effect; (ii) whether this Bridge Easement Agreement has been modified or amended in any respect; (iii) whether there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof; and (iv) such other matters as may be reasonably requested.

14. Amendment. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by both of the parties.

15. Taxes/Fees. Florida Hospital shall be responsible for the payment of all taxes or fees which may be assessed or levied against the Bridge or any equipment, furnishings, inventory or other personal property located thereon, and all taxes or fees associated with Florida Hospital's use of the Bridge Easement Property.

16. Controlling Laws.

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies and disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property subject to this Agreement.

17. Miscellaneous.

a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

18. Legal Counsel. Florida Hospital acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that Florida Hospital represents and warrants that it has sought such independent legal advice and counsel.

19. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

20. Effective Date. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, Florida Hospital and the City have executed this Bridge Easement Agreement in manner and form sufficient to bind them as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**ADVENTIST HEALTH SYSTEM/  
SUNBELT, INC.,** a Florida not-for-profit  
corporation, doing business as **FLORIDA  
HOSPITAL**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Lars D. Houmann  
Title: Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

[CORPORATE SEAL]

**CITY OF ORLANDO**

ATTEST:

By: \_\_\_\_\_  
Mayor \_\_\_\_\_

\_\_\_\_\_  
Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida only.

\_\_\_\_\_  
Chief Assistant City Attorney  
\_\_\_\_\_, 2014



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Lars D. Houmann, as Vice President of **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, d/b/a **FLORIDA HOSPITAL**, on behalf of the corporation.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

\_\_\_\_\_

AFFIX NOTARY STAMP

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_ and, Alana C. Brenner, well known to me and known by me to be Mayor \_\_\_\_\_ and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

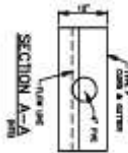
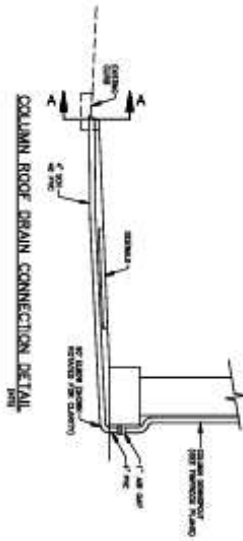




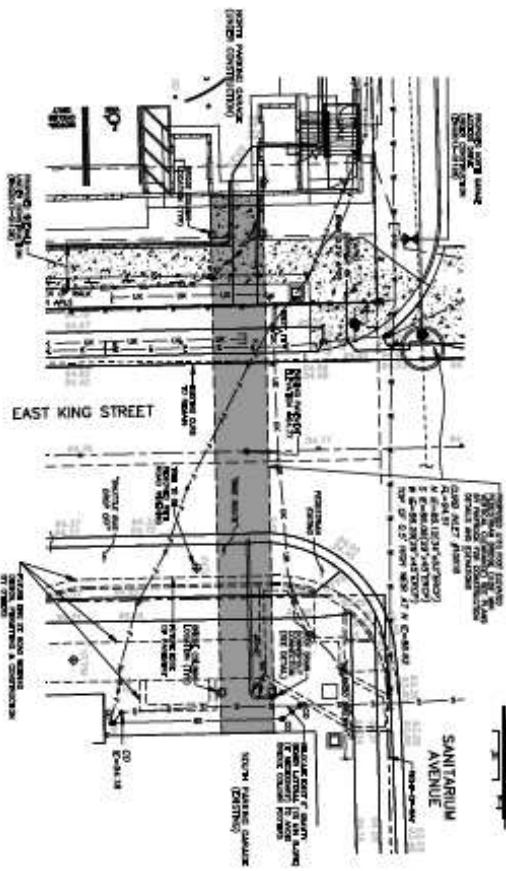
EXHIBIT "B"  
(continued)

FLORIDA PROFESSIONAL ENGINEERING AND SURVEYING BOARD  
 STATE OF FLORIDA  
 THE PUBLIC ACCOUNTING BOARD  
 STATE OF FLORIDA


DONALD W. McINTOSH ASSOCIATES, INC. HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE DESIGN WHICH MAY BE INFRINGED, DAMAGED, OR COPIED IN ANY FORM OR MANNER, NOT ONLY BY ANY PARTY, BUT ALSO DONALD W. McINTOSH ASSOCIATES, INC.'S OWNERS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS.



NOTE: THESE CONTRACTS SHALL CONSTITUTE THE ENTIRE AGREEMENT FOR THE PROJECT AND SHALL SUPERSEDE ALL PREVIOUS CONTRACTS AND AGREEMENTS OF ANY KIND.



2014-05-08 95% DESIGN REVIEW

DRAWING CHALLENGE SHEET	FLORIDA HOSPITAL - HEALTH VILLAGE KING STREET NORTH PARKING GARAGE	 DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 1000 PARK AVENUE HOTEL REVENUE PARK, FLORIDA 32706 (407) 844-0988	SHEET NO. _____ OF _____ DATE _____		DONALD W. McINTOSH ASSOCIATES, INC. 1000 PARK AVENUE HOTEL REVENUE PARK, FLORIDA 32706 (407) 844-0988
	2 of 2		PEDESTRIAN BRIDGE AREA DETAIL	DRAWN BY: CMC CHECKED BY: JTT DESIGNED BY: JTT DATE: 5/8/14 SCALE: 1/4" = 1'-0" JOB NUMBER: 13088	

