

**PREPARED BY AND  
RETURN TO:**

Roy K. Payne, Esq.  
Chief Assistant City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32802  
(407) 246-2295

**SEWER BENEFIT FEE CREDIT  
AND  
TRANSPORTATION IMPACT FEE CREDIT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **Orlando Health, Inc.**, a Florida non-profit corporation, with a principal place of business located at 1414 Kuhl Avenue, Orlando Florida, 32806, hereinafter referred to as “OH” or “Orlando Health,” and the **City of Orlando**, a municipal corporation organized and existing under the laws of the State of Florida, with a principal place of business located at 400 South Orange Avenue, Orlando, Florida, 32802, (hereinafter referred to as “City”).

WHEREAS, the Orlando Health Downtown Orlando Campus has been in operation since 1918 (the “Downtown Campus”) and is a community facility located within the District that accommodates the Orlando Regional Medical Center, the UF Health Cancer Center at Orlando Health, the Arnold Palmer Hospital for Children, the Winnie Palmer Hospital for Women and Babies and other properties and sites under ownership and control by OH now and in the future that are more particularly described and depicted on **Exhibit “A”** attached hereto; and

WHEREAS, the City and OH entered into that certain Memorandum of Understanding, “MOU,” on June 26, 2012, that provided, in part, for the establishment of: (i) transportation impact fee credits (the “TIF Credits); and (ii) sewerage benefit fee credits, (the “SBF Credits), (collectively, the TIF Credits and SBF Credits are referred to as the “Credits”); and

WHEREAS, on even date herewith, OH and the City entered into that certain Amended and Restated Concurrency Agreement (the “CMA”), which is referenced in Section “T” of the Orlando Health planned development adopted by the City pursuant to Ordinance No. 2011-33, as may be amended (the “PD Ordinance”) in accordance with Chapter 59 of the Orlando City Code of Ordinances, and so that OH can ensure through its construction program that adequate infrastructure and services are available to Orlando Health at such times and in such amounts as

required by Orlando Health from time to time in connection with the development, operation or expansion of the Downtown Campus; and

WHEREAS, OH has constructed certain roadways in the jurisdictional limits of the City of Orlando, (collectively, the “OH Roadways”); and

WHEREAS, construction of a portion of the OH Roadways was non-site related and therefore qualifies for transportation impact fee credits under City of Orlando Code; and

WHEREAS, OH and the City agree that OH is entitled to a TIF Credit in the amount of twenty percent (20%) of the costs to construct the OH Roadways (the “OH Roadways Improvements”); and

WHEREAS, OH constructed a variety of non-site related wastewater improvements on and appurtenant to the Downtown Campus, (the “OH Wastewater Improvements”); and

WHEREAS, OH also demolished certain buildings and improvements on and appurtenant to the Downtown Campus (the “OH Demolition”); and

WHEREAS, construction of the non-site related portions of the OH Wastewater Improvements and completing the OH Demolition qualifies for sewerage benefit fee credits under City of Orlando Code; and

WHEREAS, OH and City agree that OH is entitled to a SBF Credit for a portion of the OH Wastewater Improvements and the entire OH Demolition; and

WHEREAS, City and OH desire to memorialize their agreements regarding the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants, herein described, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated into the body of this Agreement as if set forth herein.

2. TIF Credit Amount: OH Roadways Improvements. Pursuant to Section 56.12, City Code, and based on construction of the non-site related portions of the OH Roadways, OH is entitled to a TIF Credit in the amount of **Five Hundred Forty-One Thousand Eight Hundred Twenty-Seven and 40/100 Dollars (\$541,827.40)**.

3. TIF Credit Amount: OH Demolition. Pursuant to Section 56.06, City Code, and based on OH’s demolition of certain buildings in conjunction with redevelopment of the Hospital

Campus, OH is entitled to TIF Credits for the OH Demolition in the amount of **Two Hundred Eighteen-Thousand Three Hundred Five and 70/100 Dollars (\$218,305.70)**.

4. SBF Credit Amount: OH Wastewater Improvements. Pursuant to Section 30.20, City Code, and based on construction of the non-site related portions of the OH Wastewater Improvements, OH is entitled to a SBF Credit in the amount of **Three Hundred Four Thousand Seventy-Five and No/100 Dollars (\$304,075.00)**. Notwithstanding, the parties hereby agree that OH has received **One Hundred Sixty-Nine Thousand Four Hundred Thirty-Three and 95/100 Dollars \$169,433.95** in credits applied to that certain project associated with the City of Orlando building permit number BLD2013-07785. Thus, as of the Effective Date, the remaining balance of SBF Credits OH is entitled to for constructing the non-site related portions of the OH Wastewater Improvements is **One Hundred Thirty-Four Thousand Six Hundred Forty-One and 5/100 Dollars (\$134,641.05)**.

5. SBF Credit Amount: OH Demolition. Pursuant to Section 30.20, City Code, and based on OH's demolition of certain buildings in conjunction with redevelopment of the Hospital Campus, OH is entitled to SBF Credits for the OH Demolition in the amount of **One Hundred Sixty-Eight Six Hundred Forty-Two and 25/100 Dollars (\$168,642.25)**.

6. Credits Use and Assignment. Subject to the terms and conditions of this Agreement and City Code, the Credits may only be utilized: (i) in the development of the Downtown Campus or in connection with real property owned (in whole or in part) by OH within the following boundaries Gore Street in the north; Orange Avenue in the east; Kaley Avenue in the south and I-4 in the west; and (ii) pursuant to the terms and conditions (specifically including the right to assign the Credits) set forth in the CMA. The Credits shall not be subject to expiration. However nothing in this Agreement operates to vest transportation impact fee rates or sewer benefit fee rates; and all Credits shall be used against transportation impact fee rates and sewer benefit fee rates in effect and the time of permit issuance.

7. Credit Accounts. Per the terms of this Agreement, City shall establish an account in the name of Orlando Health for the SBF Credit in the amount of **Three Hundred Three Thousand Two-Hundred Eighty-Three and 30/100 Dollars (\$303,283.30)**. City shall establish an account in the name of Orlando Health for the TIF Credit in the amount of **Seven Hundred Sixty Thousand One Hundred Thirty-Three and 10/100 Dollars (\$760,133.10)**. Orlando Health may transfer or assign its Credits to a third party (related or unrelated) in its sole

and absolute discretion as part of a conveyance of Orlando Health property to said third party: (i) to be utilized for development within and adjacent to the following geographic boundary through the delivery of a written instrument to the City (approved in form by the City); Gore Street in the north; Orange Avenue in the east; Kaley Avenue in the south and I-4 in the west; and (ii) pursuant to the terms and conditions (specifically including the right to assign the Credits) set forth in the CMA.

8. Final Satisfaction of Claims. It is the Parties' intention that the City's establishment of the Credit Accounts as provided hereunder shall constitute final and complete satisfaction of any and all claims by OH for transportation impact fee credits and sewerage benefit fee credits based on, or related to, the construction/demolition of infrastructure occurring prior to, or contemporaneously with, the effective date of this Agreement.

9. Entire Agreement. The terms of this Agreement constitute the entire agreement between the parties and no other conditions, provisions, or terms shall be incorporated herein other than by written addendum, signed by both parties hereto.

10. No Effect. This Agreement in no way affects the rights and obligations of any parties under the PD Ordinance, relative to the Downtown Campus. All applicable codes, laws and regulations shall continue to apply to development of the Downtown Campus.

11. Legal Advice. The parties hereto acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement and that they have sought such independent legal advice or knowingly and voluntarily waived such option.

12. Unutilized Credits. OH understands and agrees that the allocation of the Credits pursuant to City Code, and under the terms of this Agreement, does not obligate the City to purchase, or reimburse for, any unutilized portion of the Credits.

13. No Vesting/No Waiver. Except as specifically set forth herein and as otherwise described herein, this Agreement does not operate to vest any particular type or intensity of development or redevelopment of the Property, which remain subject to any and all applicable rules, laws, regulations or ordinances, except those regulations, laws or ordinances, promulgated by the City which may be in conflict with this Agreement.

14. Assignment. Neither this Agreement, nor any interest or obligation therein (other than the assignment of Credits pursuant to Section 6 of this Agreement), shall be assigned to or

transferred in any manner by either party without the prior written consent of the other. However Orlando Health shall have the right to assign any or all of the Credits within the Orlando Health Credit Account to any of its affiliates, successors or assigns, or to specific parcels within the Downtown Campus.

15. Effective Date. This Agreement shall take effect upon full execution by the parties hereto (the “Effective Date”).

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above given.

Signed, sealed and delivered  
in the presence of:

**Orlando Health, Inc.**, a Florida not-for-profit  
corporation (Corporate Seal)

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

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

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

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

Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by \_\_\_\_\_, as \_\_\_\_\_ of  
Orlando Health, Inc., a Florida not-for-profit 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

SIGNATURES CONTINUE ON NEXT PAGE

ATTEST:

**CITY OF ORLANDO (Seal)**

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

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

**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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
Chief Assistant City Attorney  
\_\_\_\_\_, 2015

**EXHIBIT “A”**