

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

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**AMENDED AND RESTATED CONCURRENCY MANAGEMENT  
AGREEMENT RELATING TO THE  
ORLANDO HEALTH DOWNTOWN ORLANDO CAMPUS**

**THIS AMENDED AND RESTATED CONCURRENCY MANAGEMENT AGREEMENT** (this “**Agreement**”), dated as of the \_\_\_ day of \_\_\_\_\_, 2015, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA** (the “**City**”), a municipal corporation organized and existing under the laws of the State of Florida, whose address for purposes of this Agreement is c/o City Clerk, 400 South Orange Avenue, Orlando, Florida 32801, and **ORLANDO HEALTH, INC.** (“**Orlando Health**”), a not for profit corporation organized and existing under the laws of the State of Florida, whose address for purposes of this Agreement is whose address is 1414 Kuhl Avenue, Orlando, Florida, 32806.

**RECITALS**

**WHEREAS**, Orlando Health and the City entered into that certain Concurrency Management Agreement (the “**Original Agreement**”) as referenced in the Section “T” of the Orlando Health planned development adopted by the City pursuant to Ordinance No. 2011-33 as may be amended in the future (the “**PD**”) and desire to amend and restate the Original Agreement pursuant to the terms and conditions stated herein; and

**WHEREAS**, Orlando Health is the owner of certain real property located within the jurisdictional limits of the City of Orlando, Florida, generally located at 1414 Kuhl Avenue, Orlando, Florida 32806 and more particularly described and depicted in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”); and

**WHEREAS**, the City and Orlando Health have been working in partnership for years to create a vibrant medical district in the Downtown South (Orlando) neighborhood through the creation of the Downtown South Neighborhood Improvement District (the “**District**”) and have jointly invested in improvements to support continued development and redevelopment in the District; and

**WHEREAS**, the Orlando Health Downtown Orlando Campus has been in operation since 1918 (the “**Downtown Campus**”) 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 Orlando Health now and in the future; and further that the Orlando Regional Medical Center is the community's only Level 1 trauma center, the community's primary provider of health care to the indigent and a community hospital serving the health care needs of the citizens of the District, the City and its surrounding areas; and

**WHEREAS**, the City, the citizens of the City, and the areas surrounding the City, may benefit from certain Orlando Health facilities located within the Downtown Campus and the continued development of the Downtown Campus for numerous reasons, including, but not limited to the increased health and well-being of the citizens of the City, the creation of new employment opportunities, increased direct and indirect funds that will be received from ad valorem tax revenue, sales tax revenue, and other fees and charges as a result of the development and associated growth appurtenant to the Downtown Campus; and

**WHEREAS**, in connection with the operation of, and development and improvements to, the Downtown Campus, Orlando Health will require the reservation of capacity in, and/or the utilization of, certain infrastructure and services by City, which infrastructure and services consist of the following City services and facilities: demolition credits, roadways, mass transit, wastewater, potable water (in coordination with Orlando Utilities Commission) and stormwater (the "**Infrastructure and Services**"); and

**WHEREAS**, the City has adopted a Growth Management Plan (the "**GMP**") for the orderly and responsible development of the Downtown South (Orlando) area, which includes the District and the Downtown Campus and may adopt further GMP overlays within the District in the future; and

**WHEREAS**, future land use subarea policies 12.9 and 12.9.1 of the GMP affect the Downtown Campus, which identifies the Downtown Campus as an area that is suitable for a "Transit Future Land Use Overlay District" (as such term is defined in the GMP) because the area is "intended to encourage redevelopment, support existing development and promote a complementary mixture of transit-supportive uses at higher densities and intensities within walking distance of the Orlando Health/Amtrak transit station;" and

**WHEREAS**, the City adopted Ordinance No. 2011-33, amending and restating its PD to facilitate the development and expansion of Orlando Health and said PD is in the process of being amended and restated further; and

**WHEREAS**, in connection with the City's GMP for the Downtown Campus, together with the amended and restated PD ordinance submitted to the City by Orlando Health, Orlando Health and City desire to confirm the methodology for concurrency management under City Code for the Infrastructure and Services that are necessary for the development of the Downtown Campus as well as establishing an impact fee credit account for the Infrastructure and Services that have ordinances providing for impact fee credits; and

**WHEREAS**, it is the intent of the parties hereto that this Agreement applies prospectively only.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to set forth the rights, duties and powers of the parties for the purpose of the foregoing, the City and the Orlando Health hereby covenant and agree as follows:

1. **Recitals**. The above Recitals are true and correct and their terms and provisions are incorporated herein for all purposes.

2. **Amending the Existing Concurrency Management System under the Original Agreement/Confirming the Applicable Concurrency Management System**. City and Orlando Health hereby amend the concurrency management system established in the Original Agreement and confirm the Concurrency Management System applicable to development of the Property, so as to ensure its consistency with the provisions set forth in the amended and restated PD ordinance and in accordance with the Chapter 59 of the Orlando City Code of Ordinances, and to ensure 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. Concurrency under Chapter 59, City Code, shall be allocated to Orlando Health through the application process for a concurrency encumbrance letter (or a capacity reservation certificate) (“**CEL**”), or a reservation of capacity by separate agreement in accordance with the City’s Concurrency Management System as set forth in the City of Orlando Code of Ordinances §59.501 (as may be amended from time to time), and depicted in **Exhibit “B”** attached hereto, for such events as City Code may authorize, including the following:

(a) A reservation of capacity resulting from capacity created by Orlando Health’s new construction of infrastructure that creates concurrency capacity for development of the Downtown Campus. Orlando Health shall meet with City staff prior to the initiation of said construction activities so that City can determine the appropriate amount of concurrency capacity, if any, created by Orlando Health’s new construction that will then be reserved by separate agreement.

(b) CEL resulting from capacity related to the demolition of existing buildings or facilities located within the Downtown Campus. Orlando Health shall meet with City staff prior to the initiation of said demolition activities so that City can determine the appropriate amount of concurrency capacity and a corresponding capacity reservation fee.

(c) The parties hereby acknowledge that capacity already encumbered by an existing building or facility to be purchased or acquired by Orlando Health shall remain with said existing building or facility consistent with City Code. Orlando Health shall meet with City staff prior to the acquisition by Orlando Health of an existing building or facility so that City can determine the appropriate amount of concurrency capacity encumbered by said existing building or facility. The determination may be memorialized by a letter executed by representatives of Orlando Health and the City.

3. **Establishment of the Orlando Health Credit Account**. City and Orlando Health shall devise and maintain a system which timely accommodates and maintains transportation impact fee credits (“**TIF Credits**”), sewerage benefit fee credits (“**SBF Credits**”)

related to Orlando Health’s development of the Downtown Campus and other properties to the extent owned by Orlando Health (including the site comprised of approximately \_\_\_\_\_ acres generally located at Lucerne Circle, Orange Avenue and Gore Street) as well as construction of infrastructure and capital improvements within the Downtown Campus and 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; Michigan Avenue in the south and I-4 in the west subject to the amended and restated PD ordinance (the “**Orlando Health Credit Account**”). Once a Credit has been granted by the City and included in the Orlando Health Credit Account, it shall not be subject to expiration. 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. The Orlando Health Credit Account shall contain the following features:

(a) A credit shall be established, on a dollar for dollar basis, for reasonable expenditures actually incurred by Orlando Health for the design and construction of non-site related Infrastructure and Services, as allowed by City Code, which have been previously approved by the City, (a “**Credit**” or the “**Credits**”), and to be credited to the Orlando Health Credit Account. The Orlando Health Credit Account shall be divided into two accounts, one for TIF Credits and one for SBF Credits. The Credits within the Orlando Health Credit Account may be used by Orlando Health to meet certain transportation impact fees and sewerage benefit fees assessed by the City for development of the Downtown Campus and other properties to the extent owned by Orlando Health in whole or in part (including the site comprised of approximately \_\_\_\_\_ acres generally located at Lucerne Circle, Orange Avenue and Gore Street). Further, 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, 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; Michigan Avenue in the south and I-4 in the west.

(b) In addition to the TIF Credits and SBF Credits that are available through the City, Orlando Health may also receive potential credits in the Orlando Health Credit Account in the event that the City should ever adopt ordinances to provide impact fee credits for concurrency categories set forth in Chapter 59 of the City of Orlando Code of Ordinances, which may include, but shall not be limited to, stormwater, solid waste and/or parks and recreation.

(c) City and Orlando Health shall calculate Credits by considering the total cost of the non-site related portion of new construction giving rise to a creditable transaction. The total costs shall include all costs authorized by City Code relative to such non-site related costs which benefits parties other than Orlando Health, including City or its citizens and other third parties (the “**Benefit Analysis**”). By way of example and not limitation, the City, in analyzing whether certain costs are non-site related and therefore qualify for Credits shall consider:

(i) Whether the new infrastructure was necessary for development of the applicable project and whether it directly benefits neighboring or nearby properties or other third parties;

(ii) Whether the improvement of obsolete or outdated facilities associated with the completion of an Orlando Health project would otherwise be the responsibility of the City or an agency other than Orlando Health;

(d) The Orlando Health Credit Account shall be maintained by the City's Director of Planning and Development or his/her designee. The Vice President of Development for Orlando Health or his/her designee shall have the authority to exercise and implement any activities and/or transfers associated with the Orlando Health Credit Account. For purposes of this provision, as of the effective date of this Agreement, Karl Hodges is the Vice President of Development for Orlando Health.

(e) Orlando Health shall provide written notification to the City of its request to receive Credits in the Orlando Health Credit Account for any such facility improvements and provide the following minimum information as an attachment: (i) a written summary of the improvement and background information relating to the portion of said improvement that is non-site related and how the improvement may benefit parties other than Orlando Health; (ii) a copy of any plans or specifications associated with the improvement; and (iii) a summary of the costs associated with the improvement as set forth in Section 3(c) above (the "**Written Notification**"). Upon receipt of the Written Notification, the City shall schedule a meeting with Orlando Health within thirty (30) days to discuss the potential Credits. The City and Orlando Health shall make good faith efforts to finalize negotiations and issue any applicable Credits within one hundred twenty (120) days from the date of the Written Notification. Notwithstanding the above, the ultimate determination of Credits shall be at the City's sole, reasonable discretion.

(f) To be effective, the terms of any agreement under this Section must be memorialized in an agreement approved by City Council and executed by both parties.

4. **Storm Water Infrastructure.** The City and Orlando Health may agree to upsize certain existing storm water infrastructure owned by the City within the Downtown Campus and other properties owned in whole or in part by Orlando Health (including the site generally located at Lucerne Terrace and Orange Avenue) through applying a similar analysis and Written Notification as described in Section 3 above. In the event that the City agrees to permit Orlando Health to upsize any such storm water infrastructure pursuant to this Section 4, the City shall determine a means to reimburse appropriate costs associated with upsizing through a capital reimbursement or through providing a credit against storm water utility fees to Orlando Health. To be effective, the terms of any agreement under this Section must be memorialized in an agreement approved by City Council and executed by both parties.

5. **Term.** The term of this Agreement shall be ten (10) years from the Effective Date hereof. Notwithstanding, the Orlando Health Credit Account shall not be subject to expiration.

6. **Accounting.** The City shall provide, upon the reasonable written request from Orlando Health, an accounting or account balance associated with the Orlando Health Credit Account.

7. **Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official(s) of the City and Orlando Health. The City has complied with all applicable requirements of law and has the full power and authority to comply with the terms and provisions of this Agreement. This Agreement shall be deemed to be and shall constitute a valid and binding contract between the City and Orlando Health and shall not be amended except in writing.

8. **Assignment.** Neither this Agreement, nor any interest or obligation therein (other than the assignment of Credits pursuant to Section 3 of this Agreement), shall be assigned to or transferred in any manner by either party without the prior written consent of the other. However, as stated herein, 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.

9. **Notices.** Notices shall be deemed to have been duly given if hand-delivered or mailed, first class, postage prepaid, as follows:

To the City: City of Orlando  
c/o Chief Administrative Officer  
400 South Orange Avenue  
Orlando, FL 32801  
Facsimile No. (407) 246-3342

With a copy to: City Clerk  
City Hall, 2nd Floor  
400 South Orange Avenue  
Orlando, FL 32801  
Facsimile No. (407) 246-3613

To Orlando Health: Orlando Health, Inc.  
1414 Kuhl Avenue  
Orlando, Florida 32806  
Attn: Karl Hodges, Vice President Business  
Development & Jay Schaffer, Director Business  
Development  
Telephone: (321) 841-5124  
Facsimile: (407) 237-6328

With a Copy to: Orlando Health, Inc.  
1414 Kuhl Avenue  
Orlando, Florida 32806  
Attn: Mildred Beam, Vice President/General  
Counsel  
Telephone: (321) 841-3371  
Facsimile: (321) 843-6707

With a Copy to: Baker & Hostetler, LLP  
200 South Orange Avenue  
Suite 2300  
Orlando, Florida 32801  
Attn: Gregory D. Lee, Esq.  
Telephone: (407) 649-4096  
Facsimile: (407) 841-0168

10. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

11. **Covenant Running With the Land; Successors and Assigns.** This Agreement shall constitute a covenant running with the title to the Property and shall be binding upon the parties hereto and their respective successors and assigns. Upon execution hereof, this Agreement shall be recorded in the Orange County Public Records at Orlando Health's expense.

12. **Controlling Law.** All covenants, stipulations, obligation and agreements of the City and Orlando Health contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of each of the City and Orlando Health to the fullest extent provided by the Constitution and laws of the State of Florida. Any and all provisions of this Agreement and any proceedings seeking to enforce or challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Orange County, Florida.

13. **Recording.** Upon mutual agreement by the parties hereto, this Agreement may be filed with the Clerk of the Circuit Court of Orange County, Florida, and recorded among the Public Records of Orange County, Florida.

14. **Headings.** The various section headings used in this Agreement are for convenience of reference only and are not to be used to interpret, construe, apply or enforce its substantive provisions.

15. **Entire Agreement; Amendment.** This Agreement (including the exhibits hereto, the agreements referenced within, including the PD and the GMP, and any written amendments hereof executed by the parties) constitutes the entire agreement between them related to Orlando Health Credit Account. This Agreement may not be amended or modified except by an instrument in writing signed by the parties to this Agreement.

16. **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.

17. **Effective Date.** The parties hereto agree that this Agreement shall be effective on the date of execution by the last of the parties to this Agreement to execute the same and approval by the City Council (the "Effective Date").

**CITY OF ORLANDO, FLORIDA**

Attest:

\_\_\_\_\_  
Mayor/Pro Tem

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Chief Assistant City Attorney

State of Florida        )  
County of Orange     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, as the \_\_\_\_\_ and **City Clerk** of the **City of Orlando**, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced Orlando Health as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_



Signed in the presence of Two Witnesses:

**ORLANDO HEALTH, INC.**, a corporation  
not for profit

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

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

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

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

State of Florida        )  
County of Orange     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of **Orlando Health, Inc.**, a corporation not for profit and who has acknowledged that he executed the same. He is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_

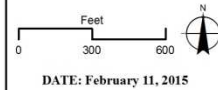
**EXHIBIT "A"**



**Legend**  
OH Owned Properties    Orlando Health Credit Account Boundary



**Concurrency Management Agreement**  
**Exhibit A: Depiction of Property**  
**Orlando Health**



**EXHIBIT “B”**

**Chart From City of Orlando Code of Ordinances § 59.501**



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