

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** August 17, 2020

**RE:** **Development Agreement with Orlando Health, Inc. related to Transportation Impacts of Proposed Mixed Use Medical Campus located south of State Road 570 (Polk Parkway), east of County Road 37B (Lakeland Highlands Road) and north of the Winter Lake Extension Road**

Attached for your consideration is a Development Agreement between Orlando Health, Inc. and the City of Lakeland addressing transportation concurrency issues related to Orlando Health's proposed mixed-use medical campus. Orlando Health has requested annexation, land use and Planned Unit Development (PUD) zoning approval for a development program that would allow a 30,000 sq. ft. free-standing emergency room, a 20,000 sq. ft. ambulatory surgical center, 240,000 sq. ft. of medical office uses, a 150-room hotel, 20,000 sq. ft. of retail uses, and a 730,000 sq. ft. hospital with up to 360 beds, on approximately 79.6 acres located south of SR 570 (Polk Parkway), east of Lakeland Highlands Road, and north of Winter Lake Extension Road. If approved by the City Commission, this development program represents a significant medical campus and employment center in southeastern Lakeland.

Orlando Health is seeking an extended transportation concurrency vesting period beyond the standard 36-month trip reservation period that is granted for commercial development through the City's Concurrency Management Ordinance. Through this Development Agreement and in exchange for a longer transportation concurrency vesting period, Orlando Health commits to implementing transportation mitigation in two separate phases of the development - 1) the Initial Project Phase, which consists of a 30,000 square foot free-standing emergency room with a helipad and 195,000 square feet of medical office uses, which is calculated to generate 721 P.M. Peak Hour Trips (the "Trip Generation Threshold"), and 2) the Buildout Phase, which will generate project traffic beyond the Trip Generation Threshold. The mitigation required for these two phases is as follows:

### **Initial Project Phase**

- Signalization of Lakeland Highlands Road/Deerfield Drive-Winter Lake Extension Road Intersection (*Prior to First Certificate of Occupancy Issuance*);
- Extension of the northbound left-turn lane on Lakeland Highlands Road at Polk Parkway (*Prior to First Certificate of Occupancy Issuance*);

- Dedication of 40-Foot Wide Corridor for the Fort Fraser Trail Extension (*Prior to First Certificate of Occupancy Issuance*);
- Participation in the FDOT Commuter Assistance Program, known as “Commuter Connector” (*Prior to First Certificate of Occupancy Issuance*);
- Preparation of a new Traffic Impact Analysis for New Jersey Road corridor between Edgewood Drive and US 98; and
- Development of a Concurrency Tracking Database that can be updated through the course of the DA.

**Buildout Phase (Exceeding Trip Generation Threshold of 721 P.M. Peak Hour Trips)**

- Provide up to \$300,000 to address any documented funding shortfall for the portion of the Fort Fraser Trail Extension on the property;
- Construction of an on-site transit superstop;
- Provide up to \$500,000 for the purchase of a bus, which would be eligible for City Transportation Impact Fee Credits; and
- Provide \$150,000/year for five years to fund a new transit route serving development property.

Upon Orlando Health satisfying the mitigation requirements for the Initial Project Phase, the City will reserve 8,152 Daily and 721 PM Peak Hour Trips for the development. Upon satisfaction of the mitigation requirements for the Buildout Phase, 13,142 Daily and 1,204 PM Peak Hour Trips will be reserved for the full project buildout.

Due to the large number of trips that will be reserved through this Development Agreement, the developer will be required to submit fully-engineered site plans for the Initial Project Phase within 18 months of the Agreement’s effective date and receive the first building permit for the Project within 36 months. The City Commission will have the option to terminate the Agreement should either of these timelines not be met due to factors under Orlando Health’s control. The Development Agreement will remain in effect for a fifteen-year period, with the City Commission having the option to extend the term for two separate five year periods (ten years total) based on information from Orlando Health showing that the extension requests are needed to address circumstances beyond its control.

State law requires two public hearings before adoption of a development agreement. The second public hearing on the Orlando Health Development Agreement will take place on September 8, 2020, together with second readings of the annexation, land use and zoning ordinances for the development. The day and time of the second public hearing must be announced at the first public hearing.

Attachment

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF LAKELAND, a municipal corporation of the State of Florida (the “**City**”) and ORLANDO HEALTH, INC., a Florida not-for-profit corporation or its assigns (“**Developer**”).

### **RECITALS**

**WHEREAS**, the Developer proposes to develop the land described in the attached **Exhibit “A”**, comprised of approximately 79.6 acres, located south of State Road 570 (Polk Parkway), east of Lakeland Highlands Road, and north of Winter Lake Extension Road (the “**Property**”); which Property is currently owned by E. Edward Holloway, Jr. and Mary Ann Holloway; and

**WHEREAS**, the Developer has a long term plan to construct a hospital campus, which may include a 30,000 square foot free-standing emergency room with a helipad, a 20,000 square foot ambulatory surgical center, 240,000 square feet of medical office uses, a 150 room hotel, 20,000 square feet of retail uses and a 730,000 square foot hospital with up to 360 beds (the “**Project**”), as requested and further detailed in PUD Ordinance No. XXXX (the “**PUD**”), as depicted in the site development plan attached as **Exhibit “B”**; and

**WHEREAS**, the first phase of buildout of the Project is estimated to include 30,000 square feet of a free-standing emergency room with a helipad and 195,000 square feet of medical office uses (the “**Initial Project Phase**”); and

**WHEREAS**, the specific permitted uses and building heights for the Project are set forth in the PUD; and

**WHEREAS**, though the Project is separated into “Tracts” for purposes of delineating allowable uses across the Property, there are no requirements for specific timing of development (other than a prohibition that retail development in Tract D cannot commence until the first building permit is issued for Tract A); and

**WHEREAS**, Section 8 of the PUD includes certain transportation concurrency mitigation requirements, as further described herein, to address the impacts of the Project (the “**Required Improvements**”); and

**WHEREAS**, the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (the “**Act**”), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

**WHEREAS**, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the costs of development; and

**WHEREAS**, the Project is consistent with the City of Lakeland's Comprehensive Plan and Land Development Code; and

**WHEREAS**, the Project will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

**WHEREAS**, the Project will assist in providing a high-quality place for health and wellness that can serve the diverse needs of a growing population in the City; and

**WHEREAS**, the Project will also benefit the community by providing significant employment opportunities over time; and

**WHEREAS**, the Developer has agreed to assist the City in addressing transportation challenges through transit-based mitigation, on-site mitigation, and off-site roadway-based mitigation, which will confer an area-wide benefit beyond the geographic limits of the Property but within the study area identified by the Orlando Health Traffic Impact Analysis (TIA) December 2019 as updated in April 2020; and

**WHEREAS**, the Required Improvements were developed to be consistent with the City's designation as a Transportation Concurrency Exception Area and in compliance with associated multi-modal level-of-service standards and mitigation requirements contained in the Comprehensive Plan and Land Development Code; and

**WHEREAS**, it is therefore deemed to be in the interest of the public health, safety and welfare for the City to facilitate the construction of the Required Improvements;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein.
2. **Purpose.** The purpose of this Agreement is to establish the respective rights and obligations of the Developer and the City.
3. **Developer Obligations.**
  - 3.1.1. **Concurrency Tracking Database.** Prior to first site plan submittal, a concurrency tracking database shall be developed to quantify cumulative trip generation associated with each site plan submittal and to determine the point at which the Project is significant (consuming five percent or more of the adopted peak-hour directional service volume) on Edgewood Drive, Lake Miriam Drive and US 98 (Bartow Road) north of Edgewood Drive.

- 3.2. Project Access Points. The Developer may construct only the following vehicular access points into the Property, each of which must be permitted through Polk County:
- 3.2.1. One driveway on CR 37B/Lakeland Highlands Road that accommodates right-in/right-out/left-in movements, which shall be constructed prior to the Project exceeding a cumulative trip generation intensity of 721 PM peak hour external trips (the “**Trip Generation Threshold**”). This driveway must be designed with a bicycle “keyhole” lane between the northbound through- and right-turn lanes.
  - 3.2.2. Three full-movement driveways on Winter Lake Road Extension, constructed approximately 800 feet, 1,400 feet and 1,700 feet east of Lakeland Highlands Road.
  - 3.2.3. At a minimum, all driveway throat lengths shall comply with the Access Management and Site Circulation Standards in the City’s Land Development Code.
- 3.3. Intersection and Roadway Improvements.
- 3.3.1. Prior to the first certificate of occupancy being issued for the first building within the Project (the “**First C.O. Issuance**”), the Developer shall be responsible for signalization of the intersection at CR 37B (Lakeland Highlands Road)/Winter Lake Road Extension, subject to approval by Polk County (the “**Signalization**”). Developer shall also construct appropriate turn lane modifications on both roads to accommodate Project traffic throughout the Project buildout. Prior to the Developer installing any Signalization, the City shall provide Developer with an accounting of nearby development activity impacting the roadway network so that Developer may share the costs of this Signalization with nearby development activity. Any such fair-share funding of Signalization shall be facilitated by the City and an agreement will be separately executed as necessary.
  - 3.3.2. Prior to the First C.O. Issuance, the northbound left- turn lane on CR 37B (Lakeland Highlands Road) at SR 570 (Polk Parkway) shall be extended to a 600-foot length as documented in the Orlando Health Lakeland Campus TIA dated December 2019 and updated in April 2020, in order to meet the 95<sup>th</sup> percentile queue demand at the Property’s location.
- 3.4. Multi-Modal Transportation Mitigation.
- 3.4.1. Trail Extension. Prior to the First C.O. Issuance and Fiscal Year 2022, the Developer shall convey by Special Warranty Deed to the County a 40-foot wide portion of the Property from the Property’s eastern boundary to Lakeland Highlands Road in order to accommodate the Fort Fraser Trail Extension (the “**Trail Extension**”). The placement and alignment of the Trail Extension corridor on the Property shall be located directly adjacent to the northern boundary of the Property, as set forth on **Exhibit “C”** attached hereto, except where the Trail Extension must be routed around the southern limits of the Polk Parkway limited access line adjacent to Lakeland Highlands Road should the Florida Turnpike Enterprise not allow a break in the limited-access line at the interchange, and shall align with any existing portions of such trail located on adjacent properties.
  - 3.4.2. Trail Extension Funding. Currently, the Trail Extension is funded in the Florida Department of Transportation (“**FDOT**”) 2023-2024 budget. If in Fiscal Year 2024, a government funding shortfall to complete the Trail Extension is demonstrated by either the FDOT, Polk County or the City, then at such time as the Developer submits a site plan which would trigger the project to exceed the Trip Generation Threshold, then the

Developer shall only be responsible for its proportionate share of constructing the Trail Extension within the Property's boundaries, which amount shall not exceed \$300,000. The Developer shall not be responsible for funding any off-site portion of the Trail Extension. In the event that the Trail Extension program is terminated by any agency with governing authority over the same, then Developer shall have no responsibility for any construction of any trail on site and this mitigation requirement shall be deemed null and void. If there are sufficient funds available from the Florida Department of Transportation, City or Polk County to cover the cost of the Trail Extension, then such available funds shall be utilized to pay for construction of the Trail Extension on the Property. As part of the Trail Extension design, Developer shall establish direct pedestrian connections from the Trail Extension into the Property so that such trail shall be integrated with any required internal pedestrian network.

3.5. Transit Capital and Services.

3.5.1. Superstop. Prior to the submittal of the first site plan by Developer, the location and layout of a transit superstop ("**Superstop**") shall be approved by the Lakeland Area Mass Transit District or successor agency ("**LAMTD**"). The Superstop shall be constructed by the Developer when the Property (a) is served with fixed-route transit service operated by LAMTD and (b) exceeds the Trip Generation Threshold. At a minimum, this Superstop shall: (i) include a bus pullout area to accommodate at least two buses with shelters, bike racks, and trash receptacles and (ii) underground utility infrastructure to accommodate a separately metered automatic ticketing kiosk in the future. Developer shall enter into an easement agreement with LAMTD that allows LAMTD to maintain the Superstop and related facilities and grants LAMTD with access rights to the Superstop from public right-of-way. This agreement must be executed and recorded with the Polk County Clerk of Courts prior to construction of the Superstop. The costs of installing the Superstop as described herein shall be impact fee creditable to Developer.

3.5.2. Participation in FDOT Commuter Services Program. Prior to the First C.O. Issuance, the Developer shall register to participate in the FDOT's "Commuter Services" program for employers and shall provide documentation of such participation to the City. The Project shall also comply with the applicable mitigation measures outlined in Section 10.4.2.2 of the City's Land Development Code.

3.5.3. Contribution of Funds Towards the Purchase of a Bus. In support of the City's transportation goals and long range plans, prior to the Project exceeding the Trip Generation Threshold, the Developer shall pay the sum of (up to, but not to exceed) \$500,000 to LAMTD for the purchase of a bus to support peak-hour transit service to the Property. The Developer shall only be required to contribute the actual cost for the bus procurement(s) necessary to serve the Property; any such costs of satisfying this condition shall be impact fee creditable to Developer.

3.5.3.1. Upon purchase of the bus required in Section 3.5.3 and as another required transportation mitigation measure, the Developer shall provide five years of funding for the operations of the peak-hour transit service to the Property. This condition will require a five-year funding commitment of (up to, but not to exceed) \$150,000 per year by the Developer to LAMTD. Payments shall be made by the Developer no later than the anniversary date of the first payment, or on another schedule required by LAMTD.

- 3.5.3.2. The mitigation payments in Section 3.5.3 and 3.5.3.1 are contingent upon (a) the actual purchase of a bus by LAMTD pursuant hereto, and (b) the regular operation by LAMTD of at least a Monday through Friday, morning and evening peak hour periods (at least six hours per weekday) transit-route serving the Property for the entirety of the five years contemplated herein. The schedule of down and final payments for the bus and operations shall be separately addressed in a final agreement between Developer and LAMTD, the terms of which shall be based upon the Developer’s mutual agreement with LAMTD for the specific procurement of a bus and service routes that will serve the Property, which procurement and routes must be approved by the LAMTD Board of Directors.
- 3.5.3.3. Any prepayment of City transportation impact fees required herein shall be recognized as a credit against City transportation impact fees due for development within the Project. Any credit for which the Project is eligible shall be granted no sooner than Fiscal Year 2025.
- 3.5.4. Traffic Impact Analysis. The developer shall submit a new Traffic Impact Analysis to the City, with new or updated concurrency mitigation requirements identified therein, prior to the Project exceeding the Trip Generation Threshold. The scope of the analysis shall be limited to a roadway capacity assessment on roadway segments where trips generated by the Project exceed five percent of the adopted peak-hour directional service volume and an operational assessment on the New Jersey Road Corridor from Edgewood Drive to US 98. Additional transit or trail-based mitigation shall not be required as a result of this analysis, but additional mitigation measures to expand roadway capacity, which may include, road widening, the addition of turn lanes, and signalization (“**Roadway Capacity Mitigation**”), shall be required to the extent identified in the Traffic Impact Analysis as necessary for the Project to satisfy City concurrency requirements. Roadway Capacity Mitigation, which may be mitigated with proportionate share contribution, shall be provided in accordance with Florida Statute 163.3180. Any operational improvements on the New Jersey Road Corridor identified in the Traffic Impact Analysis as needed to improve existing or background (non-project) deficiencies, or any operational improvements identified in such analysis which does not increase roadway capacity, shall not be a mitigation responsibility of the Developer. However, subject to agreement with the City, these operational improvements may be used as alternative mitigation measures for roadway concurrency mitigation requirements. The costs of satisfying any Roadway Capacity Mitigation, including any alternative mitigation measures agreed to for roadway concurrency mitigation requirements, identified in the analysis shall be impact fee creditable to Developer.
- 4. On-Site Multi-Modal Traffic Circulation
  - 4.1. Sidewalk Construction
    - 4.1.1. When the Lakeland Highlands Road driveway is constructed on the Property, the Developer shall also construct a sidewalk along the site frontage from the Trail Extension to the Winter Lake Road Extension.
    - 4.1.2. When the westernmost driveway connection is made by Developer to the Winter Lake Road Extension, a sidewalk shall also be constructed by Developer to that driveway along the Winter Lake Road Extension frontage

- 4.2. Pedestrian Network. Prior to the Developer's submittal of its first site plan for the Project, a pedestrian network plan shall be submitted by the Developer for City staff review, depicting the proposed phasing and route of each sidewalk between Lakeland Highlands Road and the Winter Lake Road Extension. Each principal building entrance on the Property shall be connected to the frontage sidewalks with Americans with Disabilities Act ("ADA") compliant routes that separate pedestrians from vehicular traffic with designated crosswalks at locations where these routes cross vehicular travel aisles.
- 4.3. Bicycle Parking. Bicycle parking shall be provided in close proximity of each principal building entrance in compliance with Section 4.11.6 of the Land Development Code. Non-covered bicycle parking devices shall be designed and constructed by Developer in accordance with Index 900 of the City's Engineering Standard Manual.
- 4.4. Access Management. All driveway connections onto Lakeland Highlands Road and the Winter Lake Road Extension shall comply with Article 4 of the Land Development Code. To provide cross-access between outparcels within the Project, each outparcel shall either (a) have a shared driveway access with the adjacent outparcel located at the common boundary line, or (b) have a direct cross-access driveway to the adjacent outparcel with a recorded cross-access easement.
- 4.5. County Notification. Polk County, as permitting authority for Lakeland Highlands Road and Winter Lake Road Extension, shall be notified by the City of each site plan submittal on Property. The City shall copy Developer on any notices regarding the Project provided to the County.
- 4.6. Performance. The Developer shall submit fully engineered site plans for the Initial Project Phase, which plans shall include at least 15,000 square feet of building area for office center or medical office uses, which uses are listed as permitted in Tracts A or B under the PUD (the "**Initial Submittal**"), within 18 months from the Effective Date (as hereinafter defined) of this Agreement, with the first building permit for the Initial Submittal being issued no later than 36 months from the Effective Date of this agreement. The Initial Submittal shall include plans for infrastructure sized appropriately for future phases of the Project. For clarity, the Initial Submittal shall have water and wastewater pipes sized for the Project at full buildout, but the installation of such pipes throughout the Property are not required to be installed during the Initial Project Phase. Should either of these deadlines not be met due to factors under the Developer's control, the City Commission shall have the ability to terminate or modify the conditions contained in this Agreement. The City Commission shall also have the option to extend these deadlines, as determined to be necessary or appropriate, for factors that are or not under the Developer's control (including but not limited to a demonstrated Developer funding shortfall, a lack of market demand to warrant additional Project funding, an economic recession, a threatened or existing global pandemic or epidemic, natural disasters (including hurricanes, tornadoes or flooding) that affect the Property and/or services and materials necessary for the production of plans, or purchases of materials necessary for Project buildings and infrastructure), and pursuant to the Developer's continuing good faith efforts towards commencement of construction of the Project.
5. Impact Fees. The Project shall be subject to City transportation impact fees as required by the City of Lakeland Transportation Impact Fee Ordinance No. 5535, as amended under Ordinance No. 19-047. These fees shall be due either in cash or City impact fee credits recognized in accordance with such ordinance. Because the Developer has committed to the



construction of certain multi-modal and road improvements that are impact fee creditable, the amount of such credits may be applied against transportation impact fees that would have otherwise been charged for development of the Property, and shall be available for use for any part of the Project. Use of such credits by tenants of or successors to Developer shall be subject to the prior, written authorization of Developer with a copy concurrently provided to the City Manager. The transportation impact fees due for the Project shall not exceed the rates set forth below; the Project shall be vested from any increases in the transportation impact fee amounts:

<b>Development Program</b>	<b>Per Unit</b>	<b>Unit</b>	<b>Rate</b>
Free-Standing Emergency Department	1000	SF	\$3,669
Medical Office Building	1000	SF	\$6,916
Hospital	1000	SF	\$3,669
Ambulatory Surgical Center	1000	SF	\$6,916
Hotel	1	Room	\$1,671
Retail	1000	SF	\$6,096

Provided, however Developer shall be entitled to a reduction in City transportation impact fees to account for trip internalization of the overall Project when compared to the cumulative standalone uses permitted on the Property, subject to a supplemental analysis conducted according to a methodology approved by the City.

6. **Trip Vesting and Reserved Capacity.** Upon the Developer’s satisfaction of requirements in Sections 3.3, 3.4 and 3.5.2 of this Development Agreement, 8,152 Daily and 721 PM Peak Hour trips shall be reserved for the Project, as depicted in **Exhibit “D”** (the “**Initial Reserved Capacity**”). Upon satisfaction of requirements in Sections 3.5.1 and 3.5.3 (including payment of operational costs in 3.5.3.1) and any additional Roadway Capacity Mitigation requirements identified in the Traffic Impact Analysis required in Section 3.5.4, then (a) the Developer shall have a vested right to complete the Project, without further transportation-related or mobility-related exactions (such as but not limited to mobility fees) other than the transportation impact fees described in Section 5, and (b) a cumulative 13,462 Daily and 1,204 PM Peak Hour Trips (“**Buildout Reserved Capacity**”) shall be reserved for the Project as depicted in **Exhibit “E”**. Buildout Reserved Capacity shall also be permanently reserved for the Project with the submittal of a financial guarantee for all mitigation requirements that is determined to be acceptable to the City. The Developer may assign the Initial Reserved Capacity or the Buildout Reserved Capacity to subsequent purchasers or developers of land within the Property by designating such assignees and the amount of the Reserved Capacity to be assigned to them in writing with a copy provided to the Director of Community Development.
  
7. **No Waiver.** Developer acknowledges and agrees that the City’s willingness to enter into this Development Agreement shall not be construed as a waiver by the City of any applicable law, ordinance, rule or regulation for the construction of the Project.

8. **Notice Costs.** The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the recording of this Agreement.
9. **Survival of Warranties, Representations.** The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.
10. **Comprehensive Plan and Land Development Regulations.** The City's Comprehensive Plan has been found to be "in compliance" with Chapter 163, Florida Statutes, by the Florida Department of Community Affairs. The City has determined that the Project is consistent with its Comprehensive Plan and Land Development Regulations.
11. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties of this Agreement.
12. **Applicable Law; Jurisdiction; Venue.** This Agreement, and the rights and obligations of the City and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Florida Statutes § 163.3243. Pursuant to Florida Statutes § 163.3233(1), the City's laws and policies governing the development of the Project at the time of the execution of this Agreement shall govern the development of the Project for the duration of this Agreement. The City may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Florida Statutes § 163.3233(2). Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the Project shall not relieve the Developer or its successor in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.
13. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
14. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.
15. **Effective Date and Duration.** In accordance with Section 163.3239, Florida Statutes, this Agreement shall be recorded within fourteen (14) days of approval by the City and shall become effective upon recording in the public records of Polk County (the "**Effective Date**"). This Agreement shall remain in effect until the earlier of the completion of the Project or the expiration fifteen (15) years from the Effective Date, unless terminated or extended as provided for herein or in Section 163.3229 of the Act. Should Project completion not occur within fifteen (15) years of the Effective Date due to factors outside of the Developer's control (including but not limited to a demonstrated Developer funding shortfall, a lack of market

demand to warrant additional Project funding, an economic recession, a threatened or existing global pandemic or epidemic, natural disasters (including hurricanes, tornadoes or flooding) that affect the Property and/or services and materials necessary for the production of plans, or purchases of materials necessary for Project buildings and infrastructure), the City Commission shall have the option to extend the 15 year vesting period twice for periods of five years each (total of ten years if a second extension is granted five years after initial five year extension) as determined to be necessary or appropriate, pursuant to the Developer's continuing good faith efforts towards completion of construction of the Project. This Agreement may be terminated only by mutual consent of the parties, by Developer in accordance with Section 16, or by the City in accordance with Section 4.6.

- 16. Amendment.** This Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the Act. If the Developer, in its sole and absolute discretion, determines that the Project will not be constructed, the Developer may notify the City in writing that this Agreement is terminated, in which event the parties hereto will have no further rights, obligations or liabilities hereunder.
- 17. Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto.
- 18. Notices.** Any notices or reports required by this Agreement shall be sent to the following:

City: City Manager  
City of Lakeland  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

With a Copy to: Palmer Davis, City Attorney  
City of Lakeland  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

Developer: Orlando Health, Inc.  
c/o Matthew Taylor, VP Asset Strategy of Orlando Health  
1414 Kuhl Ave, MP 71  
Orlando, FL 32806

With a Copy to: Tara L. Tedrow  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 N Eola Drive  
Orlando, FL 32801  
[Tara.tedrow@lowndes-law.com](mailto:Tara.tedrow@lowndes-law.com)

- 19. Force Majeure.** All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, pandemics, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

20. **Minor Non-Compliance.** The parties will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance is of a minor or inconsequential nature.
21. **Covenant of Cooperation.** The parties shall cooperate with and deal with each other in good faith in the performance of the provisions of this Agreement and in achieving the completion of development of the Project, including in processing future development approvals and amendments to this Agreement, and including Developer requests for extensions of this Agreement. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**



CITY COMMISSIONERS OF THE CITY OF  
LAKELAND

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

H. William Mutz, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kelly S. Koos, City Clerk

Approved as to Form and Correctness

\_\_\_\_\_  
Palmer C. Davis, City Attorney

**Exhibit "A"**  
**Legal Description of the Property**

That Part of Section 4, Township 29 South, Range 24 East, Polk County, Florida, being described as follows:

Commence at the Southwest corner of the Northwest  $\frac{1}{4}$  of said Section 4, thence N 00 degrees 28 minutes 22 seconds E along the West line of said Northwest  $\frac{1}{4}$ , a distance of 428.82 feet, thence N 89 degrees 31 minutes 38 seconds E a distance of 43.33 feet to the East Right of Way line of Lakeland Highlands Road (C.R. 37-B), thence continue N 89 degrees 31 minutes 38 seconds E, along the Right of Way line of Lakeland Highlands Road (C.R. 37- B) as described in Official Record Book 6512, Page 997, of the Pubic Records of said Polk County, Florida, a distance of 37.35 feet, thence N 00 degrees 28 minutes 22 seconds W still along said Right of Way line, a distance of 67.90 feet to the intersection of the Southwesterly Right of Way line of the Stahl Canal as recorded in Official Record Book 121, Page 251, of the aforesaid public records, thence N 03 degrees 59 minutes 59 seconds E, still along said Right of Way line of Lakeland Highlands Road (C.R. 37-B), a distance of 177.55 feet to the POINT OF BEGINNING, thence N 00 degrees 28 minutes 22 seconds W a distance of 1,183.20 feet to the Limited Access Right of Way line of the Polk Parkway (S.R. 570), thence North and East along said Limited Access Right of Way line the following (8) calls, (1) thence continue N 00 degrees 28 minutes 22 seconds W a distance of 153.76 feet, (2) thence N 08 degrees 18 minutes 36 seconds E a distance of 196.62 feet, (3) thence N 55 degrees 02 minutes 12 seconds E a distance of 218.92 feet, (4) thence N 88 degrees 58 minutes 31 seconds E distance of 292.78 feet, (5) thence S 76 degrees 21 minutes 21 seconds E distance of 161.91 feet, (6) thence N 88 degrees 58 minutes 31 seconds E distance of 460.42 feet, (7) thence N 82 degrees 31 minutes 48 seconds E distance of 1,024.47 feet, (8) thence N 88 degrees 58 minutes 31 seconds E a distance of 301.19 feet, thence departing the said Limited Access Right of Way line S 01 degrees 14 minutes 53 seconds E a distance of 166.41 feet to the Point of Curvature of a curve concaved to the Easterly having a Radius of 140.01 feet, a Central Angle of 07 degrees 10 minutes 31 seconds, a Chord Bearing of S 04 degrees 50 minutes 08 seconds E and a Chord Distance of 17.52 feet, thence along said curve a distance of 17.53 feet to the Point of Tangency, thence S 08 degrees 25 minutes 24 seconds E a distance of 214.43 feet, to the Point of Curvature of a curve concaved to the Westerly having a Radius of 60.00 feet, a Central Angle of 08 degrees 02 minutes 02 seconds, a Chord Bearing of S 04 degrees 24 minutes 23 seconds E and a Chord Distance of 8.41 feet, thence along said curve a distance of 8.41 feet to the Point of Tangency, thence S 00 degrees 23 minutes 24 seconds E distance of 325.47 feet to that Right of Way taken for Winter Lake Road as described in Official Record Book 3822, Page 1824 and Official Record Book 6512, Page 997, of the Public Records of Polk County, Florida, thence South and West along said Right of Way line the following (8) calls, (1) thence S 88 degrees 13 minutes 31 seconds W a distance of 13.70 feet (2) thence S 01 degrees 46 minutes 29 seconds E distance of 478.71 feet, (3) thence S 85 degrees 39 minutes 35 seconds W a distance of 483.34 feet to the Point of Curvature of a curve concaved to the Southerly having a Radius of 1,487.39 feet, a Central Angle of 19 degrees 21 minutes 45 seconds, a Chord Bearing of S 75 degrees 58 minutes 42 seconds W and a Chord Distance of 500.26 feet, thence along said curve a distance of 502.65 feet to the Point of Tangency, thence S 66 degrees 17 minutes 50 seconds W a distance of 866.16 feet to the Point of Curvature of a curve concave to the Northerly having a Radius of 1,377.39 feet, a Central Angle of 14 degrees 00 minutes 52 seconds, a Chord Bearing of S 73 degrees 18 minutes 16 seconds W

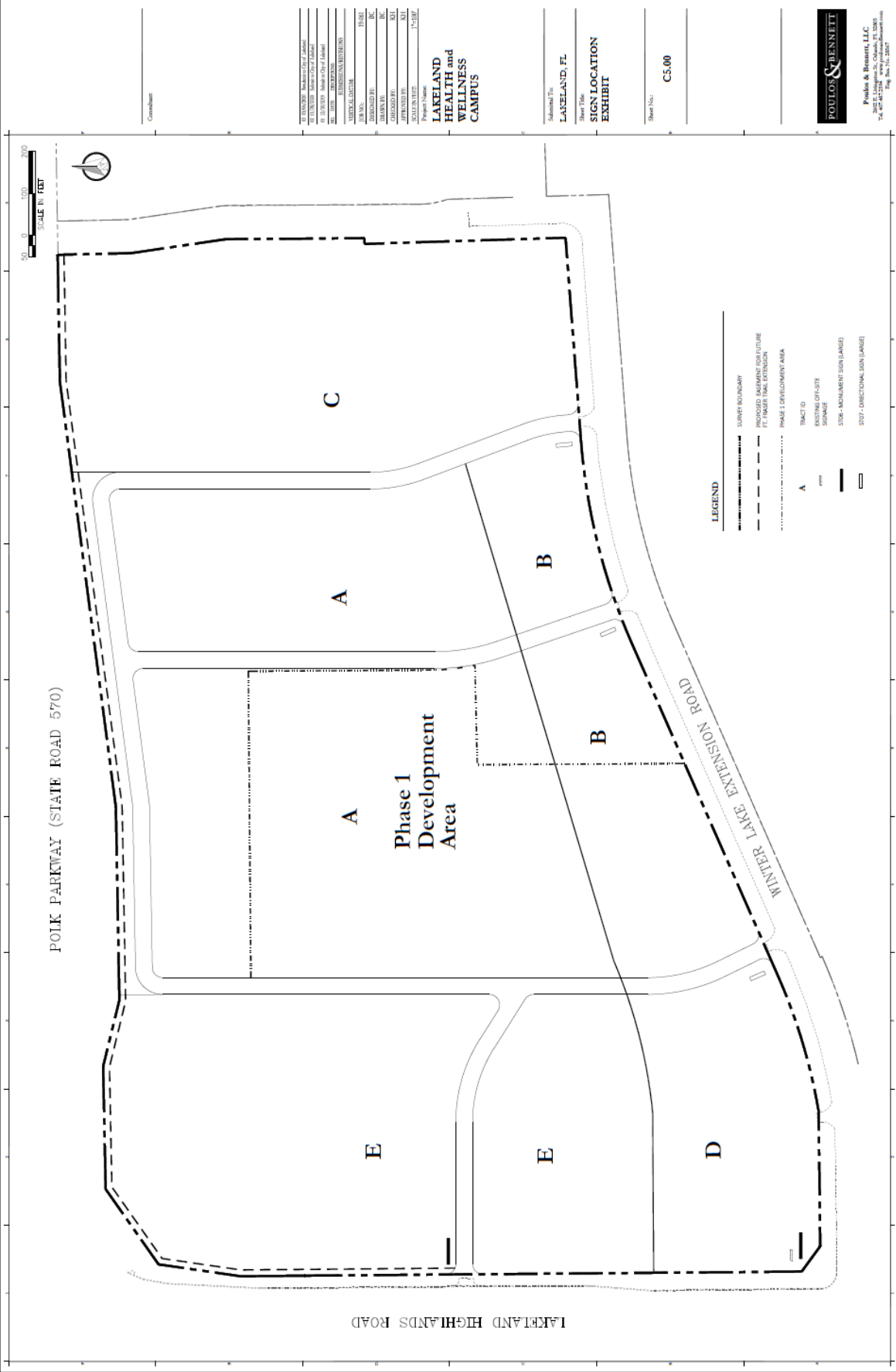
and a Chord Distance of 336.07 feet, thence along said curve a distance of 336.91 feet to the Point of Tangency, thence S 89 degrees 19 minutes 22 seconds W a distance of 322.20 feet, thence N 53 degrees 39 minutes 35 seconds W a distance of 74.68 feet to the POINT OF BEGINNING.

LESS right of way for Lakeland Highlands Road and right of way for Polk County Parkway.



**Exhibit “B”  
Site Development Plan**

**[Attached]**



POLK PARKWAY (STATE ROAD 570)

LAKELAND HIGHLANDS ROAD

WATER LAKE EXTENSION ROAD

Phase 1 Development Area

C

A

A

E

B

B

E

D

LEGEND

- SURVEY BOUNDARY
- - - PROPOSED ALIGNMENT FOR FUTURE FT. PARRIS TRAIL EXTENSION
- ..... PHASE 1 DEVELOPMENT AREA
- A TRACT ID
- EXISTING OFF-SITE SIGNAGE
- STOP-MONUMENT SIGN(LAND)
- STOP-DIRECTIONAL SIGN(LAND)



Coordinates

PROJECT NO.	18-00000000
PROJECT NAME	Lakeland Health and Wellness Campus
CLIENT	Polk County Health Department
DATE	08/15/2018
DESIGNER	FOULOS & BENNETT
PROJECT LOCATION	Lakeland, FL
PROJECT TYPE	Health and Wellness
PROJECT PHASE	Site Plan
PROJECT STATUS	Final
PROJECT DESCRIPTION	Phase 1 Development Area

**LAKELAND HEALTH and WELLNESS CAMPUS**

Submitted To:  
**LAKELAND, FL**

Sheet Title:  
**SIGN LOCATION EXHIBIT**

Sheet No.:  
**C5.00**

**FOULOS & BENNETT**

Paula & Bennett, LLC  
2002 E. Livingston St., Orlando, FL 32803  
Tel: 407-837-0000  
Fax: 407-837-0000

**Exhibit "C"**  
**Trail Extension Legal Description**

A 40.00 foot wide parcel of land being a portion of a parcel as described in Official Records Book 1361, Page 2, Public Records of Polk County, Florida, lying in Section 04, Township 29 South, Range 24 East, Polk County, Florida, lying 20.00 feet each side of the following described centerline:

**Commence** at the intersection of the east line of said parcel, also being the west line of a parcel as described in Official Records Book 5939, Page 1370, of said Public Records, and the south right-of-way line for Polk Parkway, as shown on Florida Department of Transportation Map 16008-1508; thence South 01°15'04" East, along said east parcel line, 20.00 feet to the **Point of Beginning** for said centerline, said point is also the Point of Terminus of a centerline as described in Polk County Survey and Mapping Project #9404E19-2; thence along said centerline, parallel with said south right-of-way line, the following five (5) courses: (1) South 88°57'48" West, 300.00 feet; (2) South 82°31'05" West, 1024.47 feet; (3) South 88°57'48" West, 464.12 feet; (4) North 76°22'04" West, 161.91 feet; (5) South 88°57'48" West, 196.41 feet, to the Point of Curvature of a curve concaved southeasterly, having a radius of 280.80 feet, a central angle of 80°39'23", a chord bearing of South 48°38'07" West, and a chord distance of 363.45 feet; thence southwesterly along said curve and said centerline, departing said parallel line, 395.29 feet; thence South 08°18'25" West, 65.97 feet, to the Point of Curvature of a curve concaved northerly, having a radius of 9.97 feet, a central angle of 165°30'54", a chord bearing of North 88°56'08" West, a chord distance of 19.77 feet; thence westerly along said curve and said centerline, 28.79 feet, to a point on the east right-of-way line for Lakeland Highlands Road, as described in Official Records Book 3550, Page 1268, of said Public Records, said point also being the **Point of Terminus** of said centerline.

Containing 2.4 acres, more or less.

**Exhibit "D"**  
**Initial Reserved Capacity**

Daily	Land Use	ITE LUC	Size	Units	ITE Trip Rate <sup>1</sup>	Daily Trip Generation				
						Total	In <sup>1</sup>		Out <sup>1</sup>	
	Free-Standing Emergency Department	650	30	SF	24.94	748	50%	374	50%	374
	Medical Office Building (MOB)	720	195	KSF	37.97	7,404	50%	3,702	50%	3,702
	<b>Total Generated Trips</b>					<b>8,152</b>		<b>4,076</b>		<b>4,076</b>
PM Peak Hour	Land Use	ITE LUC	Size	Units	ITE Trip Rate <sup>1</sup>	PM Peak Hour Trip Generation				
						Total	In <sup>1</sup>		Out <sup>1</sup>	
	Free-Standing Emergency Department	650	30	SF	1.52	46	46%	21	54%	25
	Medical Office Building (MOB)	720	195	KSF	3.46	675	28%	189	72%	486
	<b>Total Generated Trips</b>					<b>721</b>		<b>210</b>		<b>511</b>

Notes: <sup>1</sup> Vehicle trip rate and directional splits per ITE Trip Generation, 10th Edition.

Roadway	From	To	PM Peak Hour Project Trips			
			IN =	210	OUT =	511
			% Trip Distrib	Project Peak Dir	NB/EB	SB/WB
<b>CR 37B (Lakeland Highland Rd)</b>						
	CR 540A	Lake Miriam Dr	21%	S	44	107
	Lake Miriam Dr	SR 570 (Polk Parkway)	66%	N	337	139
	SR 570 (Polk Parkway)	Edgewood Dr	36%	N	184	76
<b>Edgewood Dr</b>						
	SR 37 (Florida Ave S)	CR 37B (Lakeland Highlands Rd)	21%	W	44	107
<b>New Jersey Road</b>						
	Glendale Street	US 98 (Bartow Road)	14%	N	72	29

Note: PM peak hour project trips shown for roadways where project impact is anticipated to be near or in excess of 5% of adopted maximum service volumes

## Exhibit "E" Buildout Reserved Capacity

	Land Use	ITE LUC	Size	Units	ITE Trip Rate <sup>1</sup>	Daily Trip Generation				
						Total	In <sup>1</sup>	Out <sup>1</sup>		
<b>Daily</b>	Hospital	610	<b>730</b>	KSF	10.72	7,826	50%	3,913	50%	3,913
	Medical Office Building (MOB)	720	<b>200</b>	KSF	37.98	7,596	50%	3,798	50%	3,798
	Hotel	310	<b>150</b>	Rooms	8.00	1,200	50%	600	50%	600
	Retail	820	<b>20</b>	KSF	100.62	2,012	50%	1,006	50%	1,006
	<b>Total Generated Trips</b>					<b>18,634</b>		<b>9,317</b>		<b>9,317</b>
	Internal Capture <sup>2</sup> =	25.0%				4,659		2,329		2,329
	<b>Net External Trips</b>					<b>13,975</b>		<b>6,988</b>		<b>6,988</b>
	Pass by Trips <sup>3</sup> =	34.0%	of external retail trips			513		257		257
	<b>Net New External Trips</b>					<b>13,462</b>		<b>6,731</b>		<b>6,731</b>
	<b>PM Peak Hour</b>	Hospital	610	<b>730</b>	KSF	0.98	715	32%	229	68%
Medical Office Building (MOB)		720	<b>200</b>	KSF	3.46	692	28%	194	72%	498
Hotel		310	<b>150</b>	Rooms	0.60	90	51%	46	49%	44
Retail		820	<b>20</b>	KSF	8.26	165	48%	79	52%	86
<b>Total Generated Trips</b>						<b>1,662</b>		<b>548</b>		<b>1,114</b>
Internal Capture <sup>2</sup> =		25.0%				416		137		279
<b>Net External Trips</b>						<b>1,246</b>		<b>411</b>		<b>835</b>
Pass by Trips <sup>3</sup> =		34.0%	of external retail trips			42		20		22
<b>Net New External Trips</b>						<b>1,204</b>		<b>391</b>		<b>813</b>

Notes: <sup>1</sup>Vehicle trip rate and directional splits per ITE Trip Generation, 10th Edition.

<sup>2</sup> Internal capture based on Orlando Health MOB and Hospital interaction

<sup>3</sup>Pass-by trip rate = 34% based on ITE Trip Generation Handbook 3rd, Edition for Retail (LUC 820).

Roadway	From	To	PM Peak Hour Project Trips			
			IN =	391	OUT =	813
			% Trip Distrib	Project Peak Dir	NB/EB	SB/WB
<b>CR 37B (Lakeland Highland Rd)</b>						
	CR 540A	Lake Miriam Dr	23%	S	90	187
	Lake Miriam Dr	SR 570 (Polk Parkway)	65%	N	528	254
	SR 570 (Polk Parkway)	Edgewood Dr	35%	N	285	137
<b>CR 540 (Clubhouse Rd)</b>						
	CR 37B (Lakeland Highlands Rd)	US 98	9%	E	73	35
<b>Edgewood Dr</b>						
	US 98	CR 37B (Lakeland Highlands Rd)	10%	E	81	39
	SR 37 (Florida Ave S)	CR 37B (Lakeland Highlands Rd)	21%	W	82	171
<b>Lake Miriam Dr</b>						
	SR 37 (Florida Ave S)	CR 37B (Lakeland Highlands Rd)	6%	W	23	49
<b>New Jersey Road</b>						
	Glendale Street	US 98 (Bartow Road)	14%	N	114	55
<b>SR 570 (Polk Parkway)</b>						
	I-4	US 98	26%	E	211	102
	US 98	CR 546 (Old Dixie Hwy)	26%	W	102	211
<b>US 98</b>						
	Edgewood Dr E	Lake Parker Ave S	10%	N	81	39

Note: PM peak hour project trips shown for roadways where project impact is anticipated to be near or in excess of 5% of adopted maximum service volumes