

**AGREEMENT BETWEEN THE MEDICAL CENTER OF DELTONA, INC.
AND THE CITY OF DELTONA
GRANTING A LICENSE TO USE CITY PROPERTY / RIGHT-OF-WAY FOR
INSTALLATION AND MAINTENANCE OF ENTRY FEATURES**

This Agreement is entered into this ___ day of October, 2020, by and between the MEDICAL CENTER OF DELTONA, INC. d/b/a HALIFAX HEALTH | UF HEALTH - MEDICAL CENTER OF DELTONA ("Hospital") and the CITY OF DELTONA, a Florida municipal corporation ("City").

WITNESSETH

WHEREAS, Hospital is an instrumentality of Halifax Hospital Medical Center, a special taxing district of the State of Florida ("Halifax"); and

WHEREAS, the City and Halifax entered into an interlocal agreement on November 6, 2017 for the purpose, amongst other things, of building a new hospital within the Halifax Crossings development located at the intersection State Road 472 / Howland Boulevard and I-4; and

WHEREAS, Halifax built the hospital at Halifax Crossings which is owned and operated by the Hospital; and

WHEREAS, the Halifax Crossings development is located strategically at the Howland Boulevard gateway to the City; and

WHEREAS, the City has made strides over recent years to beautify its major roadways and its gateways; and

WHEREAS, located on each side of the entrance road to the Halifax Crossings development (Halifax Crossings Boulevard) are parcels of land which are owned in fee simple by the City but, for all intents and purposes, serve as rights-of-way, and which are more particularly depicted and described in the attached Exhibit "A" (hereinafter referred to as the "Entry Feature Parcels"); and

WHEREAS, the Entry Feature Parcels are currently unused grass/sandy areas that are not aesthetically pleasing as gateways to the City; and

WHEREAS, given the design of the Halifax Crossings Development, a decorative entry feature would serve the dual public purpose of notifying the travelling public that public emergency services are available in that location and also beautifying the City's gateway; and

WHEREAS, the Hospital desires to erect decorative entry features, in substantial accordance with the site plan and architectural renderings depicted in the attached Exhibit "A"; and

WHEREAS, the Hospital also desires to landscape the Entry Feature Parcels and maintain both the entry features and landscaping within the Entry Feature Parcels; and

WHEREAS, the cooperative effort between the parties will mutually benefit the City and the Hospital, and more importantly the citizens of the City of Deltona.

NOW THEREFORE, the parties agree as follows:

1. Findings. The foregoing preamble is incorporated herein by reference.
2. Grant of License. The City does hereby grant to the Hospital a license for the use of the Entry Feature Parcels, and otherwise authorizes the Hospital to erect the entry features, irrigation equipment, electrical and lighting equipment, and landscaping, all in substantial accordance with the plans and specifications included in the attached Exhibit "A", all of which are hereinafter referred to as the "Improvements". The Improvements shall meet with all applicable zoning regulations, sight distance and traffic safety regulations, and any other applicable governmental regulations.
3. Installation and Maintenance of Improvements. The Hospital does hereby agree to install and maintain the Improvements in substantial accordance with the plans and specifications included in the attached Exhibit "A". The Hospital shall maintain the Improvements in good condition and repair at its sole cost and expense. The City shall not in any way be responsible for any costs associated with the Improvements or the maintenance of the Improvements.
4. No Real Property Interest. The Hospital acknowledges that it acquires no prescriptive rights or other interest in Entry Feature Parcels or the public right-of-way by virtue of the license granted herein.
5. Term. The Hospital and the City agree that considering the significant investment on the part of the Hospital and the benefits accruing to the City and its residents that this Agreement shall be in effect for an initial thirty (30) year period, with additional renewal options of similar terms at the completion of the initial term or any renewal term, at the then mutual agreement of the parties.
6. Termination. The Hospital and the City agree that the City may elect to terminate this Agreement if The Hospital fails to comply with one or more terms of this Agreement after notice by the City of such noncompliance and a reasonable opportunity to cure any noncompliance.
7. Notices. Any notices required under this Agreement shall be in writing and either hand delivered or sent by U.S. mail to the following:

- a. If to City:
City of Deltona
Attn: City Manager
2345 Providence Boulevard
Deltona, FL 32725
- b. If to the Hospital:
Medical Center of Deltona, Inc.
Attn: Office of General Counsel
3300 Halifax Crossing Boulevard
Deltona, FL 32725

- 8. Authority to Enter this Agreement. The parties acknowledge and certify that each has the authority to enter this Agreement.
- 9. No Third Party Beneficiary. No person or entity, other than the City and the Hospital, shall have any rights under this Agreement. There are no third party beneficiaries.
- 10. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.
- 11. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall carry the same force and effect as the original.
- 12. Recording Agreement. The Hospital hereby agrees to record this Agreement immediately following the effective date. The effective date of this Agreement shall be the date executed by the City of Deltona.
- 13. Amendments. Amendments to the Agreement may be offered by either party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each party. No Amendment shall be effective until approved by the governing bodies of the City and the Hospital.
- 14. Supremacy. The parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the parties, the terms of this Agreement shall control.

15. Entire Understanding. Except as otherwise specifically set forth herein, this Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and the Hospital further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorable on behalf of either party on the basis of a claim that a party did not participate in drafting the Agreement or any part thereof.

16. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

17. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division.

*** Remainder of page intentionally left blank ***

*** Signatures on following page ***

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date set forth above.

CITY OF DELTONA, a Municipality
of the State of Florida

By: _____
Heidi K. Herzberg, Mayor

Attest:

Joyce Raftery, CMC, MMC, City Clerk

Date of execution by the City of Deltona: _____

MEDICAL CENTER OF DELTONA, INC.
d/b/a HALIFAX HEALTH | UF HEALTH -
MEDICAL CENTER OF DELTONA

By: _____
Jeff Feasel, President

Date of execution by Medical Center of Deltona, Inc.: _____

EXHIBIT “A”

