

Post-it®eLabel 005 725 359



DRI 2003-00003

Health Park

Florida

1. REQUESTED MOTION:

ACTION REQUESTED: Adopt resolution amending the HealthPark Florida DRI Development Order and DRI Map H.

WHY ACTION IS NECESSARY: Florida Statutes requires Board approval of amendments to developments of regional impact.

WHAT ACTION ACCOMPLISHES: Amends the Master Development Plan (Map H) for the HealthPark Florida DRI to an expedited process in accordance with Florida Statutes and the Lee County Land Development Code.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 3

A12B

3. MEETING DATE:

08-19-2003

4. AGENDA:

CONSENT

X ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

X STATUTE 380.06(19)(e)
(2)

X ORDINANCE LDC34-145
(d)(1)c

ADMIN. CODE

OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT County Attorney & DCD

C. DIVISION Zoning & Land Use

BY: Donna Marie Collins

Assistant County Attorney

7. BACKGROUND:

The HealthPark Florida DRI was adopted by the Board of County Commissioners in June 1987. Since that time, the development order has been amended three times. Lee Health Ventures, Inc. doing business as HealthPark Florida, has petitioned to amend the governing DRI development order by revising the Master Development Plan (Map H) to allow for the placement of residential development on a 43± acre tract located in the northwest corner of the project.

The Lee County Land Development Code states that after staff review and recommendation, certain amendments to DRI development orders may proceed directly to the Board of County Commissioners and will be scheduled on the Administrative Agenda of a regular weekly meeting. The Board may vote on this amendment based upon the recommendation of staff without review by the Hearing Examiner.

Staff supports the requested amendment to the DRI development order. The change will not create a likelihood of additional regional impact. Accordingly, staff recommends the Board adopt the attached Resolution amending Map H of the HealthPark Florida DRI Development Order.

Attachment: Resolution amending the Master Development Plan (Map H) of the HealthPark Florida DRI (4th Development Order Amendment) w/exhibits

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
n/a	n/a	n/a	n/a		OA	OM	RISK	GC	
					8/16/03	8/16/03	8/16/03	8/16/03	

10. COMMISSION ACTION:

A APPROVED
____ DENIED
____ DEFERRED
____ OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
8/15/03 9:50AM

RECEIVED BY
COUNTY ADMIN
8-5-03
10:10
COUNTY ADMIN
FORWARDED TO: 05
8/15/03

LEE COUNTY
RECEIVED

03 SEP -9 AM 11:57

COMM. DEV/
PUB. WRKS. CNTR.
SECOND FLOOR

RESOLUTION NO. 03-08-48

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AMENDING THE HEALTHPARK FLORIDA DRI DEVELOPMENT ORDER TO MODIFY THE MASTER PLAN OF DEVELOPMENT (MAP H).

WHEREAS, the Lee County Board of Commissioners a DRI Development Order for the HealthPark Florida DRI on June 8, 1987 (DRI No. 5-8586-63); and

WHEREAS, DRI Development Order was subsequently amended on October 13, 1993; March 30, 1998, and August 20, 2001; and

WHEREAS, Lee Health Ventures, Inc. doing business as HealthPark Florida has petitioned to amend the DRI Development Order by revising the Master Development Plan (Map H) to allow for residential development on a 43± acre tract in the northwest corner of the project; and

WHEREAS, the proposed change to Map H does not constitute a substantial deviation and qualifies for expedited processing pursuant to Florida Statute §380.06(19)(e)2 and Land Development Code §34-145(d)(1)c.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA that:

1. The above stated recitals are incorporated into this Resolution by reference.
2. The Master Development Plan for the HealthPark Florida DRI is hereby amended as reflected in the attached Exhibit "A" (Map H).
3. This Resolution constitutes the Fourth Development Order Amendment to the HealthPark Florida Development of Regional Impact. All other terms and conditions of the Development Order as previously amended remain unchanged.
4. Certified copies of this Resolution will be forwarded to the Southwest Florida Regional Planning Council, the Florida Department of Community Affairs, and other appropriate agencies. This amendment is rendered as of the date of transmittal, but will not be effective until the expiration of the statutory appeals period (45 days from rendition) or until the completion of any appellate proceedings, whichever time is greater. Once effective, the Notice of Adoption of this Development Order Amendment must be recorded as provided for in Chapter 380, Florida Statutes.

The motion to adopt this Resolution was offered by Commissioner Janes, and seconded by Commissioner Albion, and, upon poll of the members present, the vote was as follows:

Robert P. Janes	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Andrew W. Coy	Aye
John E. Albion	Aye

DULY PASSED AND ADOPTED this 19th day of August 2003.

ATTEST:
CHARLIE GREEN, CLERK

By: Michele A. Cooper
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Ray Judah
Chairman

APPROVED AS TO FORM:

By: Donna Marie Collins
Donna Marie Collins
Office of the County Attorney



Attachment: Master Development Plan for HealthPark DRI (Map H) dated June 27, 2003

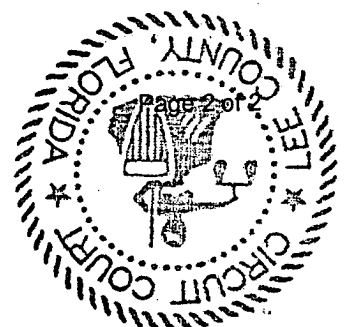
State of Florida
County of Lee

I, Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify this document to be a true and correct copy of the original document filed in the Minutes Department.

Given under my hand and official seal at Fort Myers, Florida, this 21st day of August, A.D. 2003

CHARLIE GREEN, CLERK

By: Michele A. Cooper
Deputy Clerk





AG-2
VACANT

AG-2
VACANT

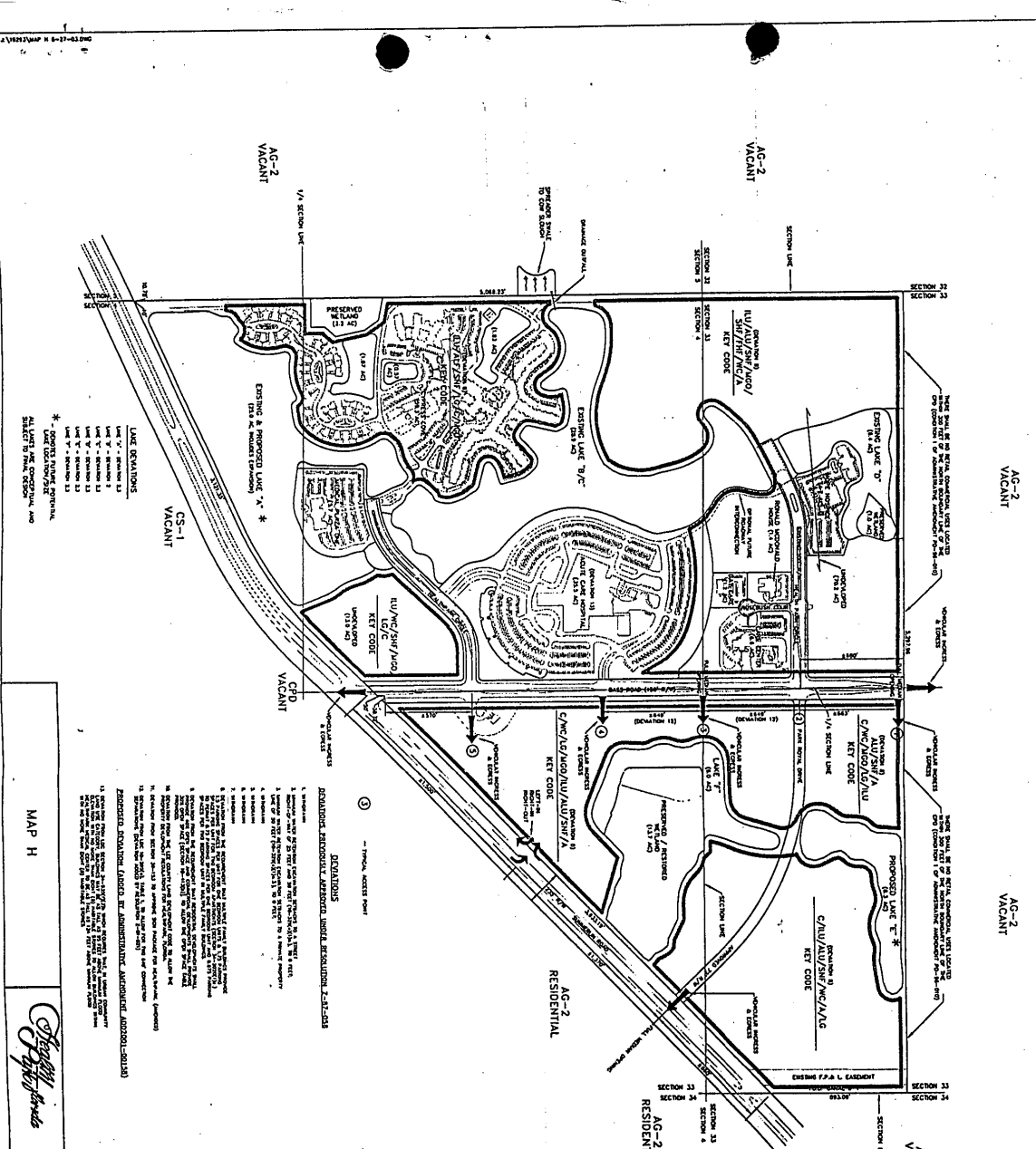
AG-2
VACANT

AG-2
RESIDENTIAL

AG-2
RESIDENTIAL

AG-2
VACANT

CS-1
VACANT



- LANE DESIGNATIONS
- Line 10 - Section 21
 - Line 10 - Section 22
 - Line 10 - Section 23
 - Line 10 - Section 24
 - Line 10 - Section 25
 - Line 10 - Section 26
 - Line 10 - Section 27
 - Line 10 - Section 28
 - Line 10 - Section 29
 - Line 10 - Section 30
 - Line 10 - Section 31
 - Line 10 - Section 32
 - Line 10 - Section 33
 - Line 10 - Section 34

MAP H

Johnson Engineering, Inc.

JOHNSON ENGINEERING, INC.
3100 JOHNSON DRIVE, SUITE 100, DALLAS, TEXAS 75244
PHONE: 972-343-1111
FAX: 972-343-1112
E-MAIL: JEN@JOHNSON-ENG.COM
WWW: WWW.JOHNSON-ENG.COM

REAL PROPERTY RECORDS									
SECTION	TRACT	OWNER	ACRES	DATE	RECORD	RECORD	RECORD	RECORD	RECORD
21	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
22	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
23	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
24	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
25	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
26	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
27	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
28	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
29	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
30	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
31	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
32	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
33	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00
34	1	JOHNSON ENGINEERING, INC.	1.00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00	12/15/00

Billie Jacoby

DCD



LEE COUNTY

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COMMUNITY DEVELOPMENT

**APPLICATION FOR PUBLIC HEARING
FOR A
DEVELOPMENT OF REGIONAL IMPACT (DRI)**

Applicant's Name: Lee Health Ventures, Inc. d/b/a HealthPark Florida Phone #: 489-0023

Project Name: HealthPark Florida DRI

STRAP Number(s): 04-46-24-02-0000D.000(continued)

Application Form: X Computer Generated* County Printed

* By signing this application, the applicant affirms that the form has not been altered.

STAFF USE ONLY

Commission District: 03 Land Use Classification(s): C

Current Zoning: CPD Lee Plan Density Range:

Hearing Number: DEL2003-00003 Fee: 1000.00

Date of Application: 7-1-03 Date Fee Paid: 7-1-03

Date HEX Public Hearing: Receipt Number:

IMI Intake By:

Staff Recommendations:

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (941) 479-8585

ORI 2003-00003

PART I
APPLICANT/PROPERTY OWNERSHIP INFORMATION

A. Name (s) of applicant(s): Lee Health Ventures, Inc. d/b/a HealthPark Florida

Mailing Address: Street: 9800 S. HealthPark Drive, Suite 405

City: Fort Myers State: FL Zip: 33908

Phone Number: Area Code 239 Number: 489-0023 Ext. _____

Fax Number: Area Code 239 Number: 489-3190

B. Relationship of applicant to property:

☒	Owner	_____	Trustee	_____	Option Holder
_____	Lessee	_____	Contract Purchaser	_____	
_____	Other (indicate):	_____			

*If applicant is NOT the owner he must submit a **notarized** Authorized Form from the owner to the applicant labeled Exhibit I-B.

C. Name of owner of property: Also, See attached list of HealthPark Florida owners

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Phone Number: Area Code _____ Number: _____ Ext. _____

Fax Number: Area Code _____ Number: _____

D. Date property was acquired by present owner(s): 1992-2000

E. Is the property subject to a sales contract or sales option? X NO YES

F. Are owner(s) or contract purchasers required to file a disclosure form? NO X YES

If yes, please complete and submit Exhibit I-F (attached).

G. Authorized Agent(s): List names of authorized agents. Attach extra sheet if more space is required.

Russell P. Schropp, Esq., Henderson Franklin
1715 Monroe Street, Fort Myers, FL 33901
Tele: 239-337-8414 Fax: 239-334-4100

Patricia H. Newton, Johnson Engineering, Inc.
2158 Johnson Street, Fort Myers, FL 33901
Tele: 239-334-0046 Fax: 239-334-3661

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PART II GENERAL INFORMATION

- A. Legal Description: Is property within a platted subdivision recorded in the official Plat Books of Lee County?

X NO. Attach a legible copy of the legal description (labeled Exhibit II-A-1.) and a certified sketch of description as set out in chapter 61G 17-6.006, Florida Administrative Code, unless the subject property consists of one or more undivided platted lots (labeled Exhibit II-A-2.). If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included.

X YES. Property is identified as:

Subdivision Name: **HealthPark Florida West**

Plat Book 47 Page 4 Unit _____ Block _____ Lot _____

STRAP NUMBER: See attached list

- B. Project Street Address: **15881 – 16201 Bass Road, Fort Myers, FL 33908**

- C. General Location of Property (referenced to major streets): On both sides of Bass Road lying north of Summerlin Road intersection

- D. Request is for: X DRI FQD AMDA (Check applicable answers)
- Application for development approval. Substantial Deviation
- X Changes per LDC 34-145(d)(1)(c). Abandonment.
- Notice of Proposed Change (Non-substantial deviation).
- Other: _____
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- ### E. Property Dimensions

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1. Width (average if irregular):	<u>±5,300</u>	Feet	2. Depth (average if irregular):	<u>±3,500</u>	Feet
3. Frontage on road or street:	<u>±6800</u>	Feet	Name of street:	<u>Summerlin Road</u>	
	<u>±3500</u>	Feet	Name of street:	<u>Bass Road</u>	
4. Width along waterbody (if applicable):	<u>NA</u>				Feet
5. Total land Area:	390.7			<u>Acres</u>	or Square Feet

- F. Present Use of Property: Is the property vacant? _____ Yes X No
- Briefly describe current use of the property: **The subject property is the site of HealthPark Florida, an acute care hospital facility, including Hope Hospice, Ronald McDonald House, a day care center, a nursing home, medical office buildings, a multi-family development.**
- Several development orders are currently under review within several portions of this site**

- G. Property Restrictions: Are there any covenants, deed restrictions, or other restrictions which affect this request? _____ NO X YES. If yes, submit a copy of the restriction(s) and a statement as to how they affect this request.

**PART III
SUBMITTAL REQUIREMENTS**

	APPLICATIONS	COPIES	EXHIBIT	ITEM
X	All	12		Completed Application
X	All	12		Application Fee
X	All	12	I-B	Notarized Authorization Form (if applicable)
X	All	12	I-F	Notarized Disclosure Form (if applicable)
X	All	12	II-A-1	Legal Description
X	All	12	II-A-2	Certified sketch of description (if applicable)
X	All	12	II-A-3	Plat Book Page (if applicable)
X	All	12	II-G	Deed Restrictions & Narrative (if applicable)
NA	All	12	III-A	Property Owners List
NA	All	12	III-B	Property Owners Map
X	All	12	III-C	Narrative Regarding Request
	Notice of proposed change Substantial Deviations	12		Form RPM-BSP-Proposed Change – 1. pursuant to Section 380.06(19) F.S.
	DRI, AMDA, FQD	12		Form RPM-BSP-ADA – 1. Application for Development Approval pursuant to Section 380.06 F.S.
	Abandonment	12		Form RPM-BSP-Abandonment-DRI-1. Application for abandonment of a DRI.

AFFIDAVIT

I, Patricia Newton, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of Lee County Community Development to enter upon my property during normal working hours for the purpose of investigating and evaluating the request made through this application.

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Johnson Engineering, Inc.

Patricia Newton
Signature of owner or owner-authorized Agent

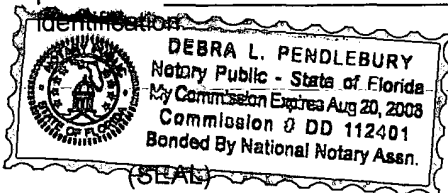
Patricia Newton

Typed or printed name

COMMUNITY DEVELOPMENT
Date: 7-1-03

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 1st day of July, 2003, by Patricia Newton, who is personally known to me or who has produced Identification as



Debra L. Pendlebury
Signature of notary public

Debra L. Pendlebury
Printed name of notary public

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LIST OF APPLICANT'S STRAP NUMBERS

COMMUNITY DEVELOPMENT

Lee Health Ventures

04-46-24-02-0000D.0000
04-46-24-02-0000G.0000
04-46-24-04-00000.011A
04-46-24-04-00M00.0000
04-46-24-13-00000.0030
04-46-24-13-00000.0050
04-46-24-13-00000.0060
04-46-24-13-00000.0070
04-46-24-13-0000H.0000
33-45-24-03-0000G.0000
33-45-24-04-00000.0070
33-45-24-04-00000.0080
33-45-24-04-00T00.0000
33-45-24-04-00W00.0000
33-45-24-04-00Y00.0000
33-45-24-13-00000.0020
33-45-24-13-00000.0090
33-45-24-13-00000.0100

(a) Tract G (E)
(b) D
(c) Road + C + K
(d) D 17-22
(e) Tract D

04-46-24-16-00000.000A
33-45-24-03-00000.000A
33-45-24-03-0000C.0000
33-45-24-13-00000.000A
33-45-24-13-0000D.0000

CRI 2003-00003

June 27, 2003

Mr. Alvin (Chip) Block
Principal Planner
Division of Zoning
Department of Community Development
P.O. Box 398
Fort Myers, FL 33902-0398

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COMMUNITY DEVELOPMENT

Re: HealthPark Florida DRI
Application for Administrative Action under 34-145(d)(1)c.2
Kennedy Parcel – Multi Family/Townhouse

Dear Chip:

Please find attached an application for amendment to the HealthPark Florida DRI, which was approved by Resolution Z-87-058 and Development Order #5-8586-63 on June 8, 1987. The Third Amendment to the DRI was executed on August 20, 2001, and approved numerous health care and hospital facilities, medical and general office space, retail space, independent living units, assisted living units, hotel/motel units and 968 residential units.

The approved Map H (Amended Master Concept Plan) depicts all HealthPark Florida properties and provides a code which keys the various uses to the individual parcels. The residential units are keyed to all parcels east of Bass Road.

The applicant requests that the 43+/- acre parcel situated in the northwest corner of HealthPark Florida (Kennedy parcel) be allowed to develop as a residential complex by transferring 430 residential units from east of Bass Road. The applicant requests approval under LDC Section 34-145(d)(1)c.2 which allows minor amendments to DRI's that fall under Chapter 380.06(19)(e)(2)i, Florida Statutes, by allowing for an expedited amendment process that will go directly to the Board of County Commissioners as a blue sheet item.

Of the currently approved 968 residential units, 408 units have been approved for the Monterey apartment complex located at the northeast corner of HealthPark Florida. The applicant desires to construct approximately 430 townhouse and single-family units on the Kennedy parcel. This request will not exceed the residential units already approved and since the Kennedy parcel is already approved for similar uses (independent and assisted living units), the applicant believes that approval of this request will not create increased external impacts. Also, the Kennedy parcel is one of the last remaining undeveloped parcels within HealthPark West and the applicant believes this property is ideally suited for residential uses.

2003-00003

EXHIBIT-III-C

Department of Community Development
Mr. Alvin (Chip) Block
Page 2

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COMMUNITY DEV

HealthPark Florida is also an approved Commercial Planned Development with multi-family and townhouse units approved east of Bass Road. The applicant has entered into a contract to sell the Kennedy parcel for townhouses and single-family units. Due to the need of the developer to be under construction of the townhouse units by November of 2003, the applicant has filed an Administrative Action request (Administrative PD Amendment Supplement H) simultaneously with this request to allow townhouses on the north portion of the Kennedy parcel. The applicant is also in the process of preparing a public hearing application to allow a single-family subdivision on the south portion of the Kennedy Tract. In this manner, the townhouses can be under construction while the CPD is amended to allow single-family units.

While this request for a Section 145 review will not go to the Hearing Examiner or to a formal public hearing (only blue-sheeted to the Board of County Commissioners), it is being filed on a public hearing application form which requires a traffic impact statement. This request is simply spreading previously approved residential units across HealthPark, will not increase the number of residential units within HealthPark and will not generate additional traffic onto Bass Road or Summerlin. Therefore, no traffic impact statement is being submitted.

Should you require additional information or have any questions, please call me at 461-2452.

Very truly yours,

JOHNSON ENGINEERING, INC.



Patricia Newton
Director of Planning

PHN/fh

JEI # 20033967

Enclosures

cc: Todd Darch
Russell Schropp, Esq.
Phillip Sawdon

ORI 2003-00003

LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

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JUL 01 2003

COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as HealthPark Florida, 15881-16201 Bass Road, Fort Myers (Lee County), Florida and legally described in Exhibit A attached hereto.

The property described herein is the subject of an application for zoning or development. We hereby designate Russell P. Schropp, Esquire, of Henderson, Franklin, Starnes & Holt, P.A., and Patricia Newton of Johnson Engineering, Inc. as the legal representatives of the property and as such, these Individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. These representatives will remain the only entities to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.

Lee Health Ventures, Inc.
d/b/a HealthPark Florida

By: Douglas A. Dodson

Douglas A. Dodson

Printed Name

President

Title

Address: 9800 S. HealthPark Drive, Suite 405

Fort Myers, Florida 33908

Tele: (239) 489-0023

Fax: (239) 489-3190

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 18th day of June, 2003, by

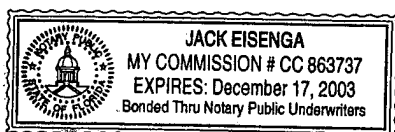
DOUGLAS A. DODSON

, who is personally known to me or who has

produced _____ as

identification.

(SEAL)



Jack Eisenga
Notary Public

Jack Eisenga

(Name typed, printed or stamped)

ORI 2003-00003

May 28, 2003

DESCRIPTION
OVERALL HEALTHPARK FLORIDA
SECTION 33, T. 45 S., R. 24 E.
AND SECTION 4, T. 46 S., R. 24 E.
LEE COUNTY, FLORIDA

The South half (S-1/2) of the Southwest quarter (SW-1/4) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2413 at Page 2522, Public Records of Lee County, Florida; and

The South half (S-1/2) of the Southeast quarter (SE-1/4) lying Northwesternly of right-of-way (ROW) for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2413 at Page 2522, Public Records of Lee County, Florida, Section 33, Township 45 South, Range 24 East.

AND

The North half (N-1/2) of the Northwest quarter (NW-1/4) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

The North half (N-1/2) of the South half (S-1/2) of the Northwest quarter (NW-1/4) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

The South half (S-1/2) of the South half (S-1/2) of the Northwest quarter (NW-1/4) lying Northerly of ROW for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

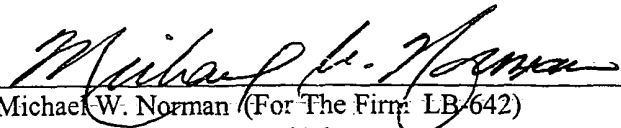
The North half (N-1/2) of the Southwest quarter (SW-1/4) lying Northwesternly of ROW for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

The West half (W-1/2) of the Northeast quarter (NE-1/4) lying Northwesternly of ROW for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida; and

The East half (E-1/2) of the Northeast quarter (NE-1/4) lying Northwesternly of ROW for Summerlin Road (C.R. 869), Section 4, Township 46 South, Range 24 East, Lee County, Florida.

Parcel contains 390.7 acres, more or less.

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20033967 Overall Description-052803
JUL 01 2003


Michael W. Norman (For The Firm: LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

COMMUNITY DEVELOPMENT

List of Owners within HealthPark

1. Hospital Board of Directors
of Lee County

04-46-24-02-0000B.0000
33-45-24-03-00000.0010

2. Lee Health Ventures

04-46-24-02-0000D.0000

04-46-24-02-0000G.0000

04-46-24-04-00000.011A

04-46-24-04-00M00.0000

04-46-24-13-00000.0030

04-46-24-13-00000.0050

04-46-24-13-00000.0060

04-46-24-13-00000.0070

04-46-24-13-0000H.0000

33-45-24-03-0000G.0000

33-45-24-04-00000.0070

33-45-24-04-00000.0080

33-45-24-04-00T00.0000

33-45-24-04-00W00.0000

33-45-24-04-00Y00.0000

33-45-24-13-00000.0020

33-45-24-13-00000.0090

33-45-24-13-00000.0100

(a) Tract G (E)

04-46-24-16-00000.000A

(b) D

33-45-24-03-00000.000A

(c) Road + C + K

33-45-24-03-0000C.0000

(d) D 17-22

33-45-24-13-00000.000A

(e) Tract D

33-45-24-13-0000D.0000

3 & 9 Lee Memorial Hospital, Inc.

04-46-24-03-00000.0180

04-46-24-04-00000.0110

Lee Memorial Hospital, Inc.

04-46-24-13-00000.0140

04-46-24-13-0000E.0000

04-46-24-13-0000F.0000

04-46-24-13-0000G.0000

33-45-24-03-00000.0020

33-45-24-03-00000.0030

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COMMUNITY DEVELOPMENT

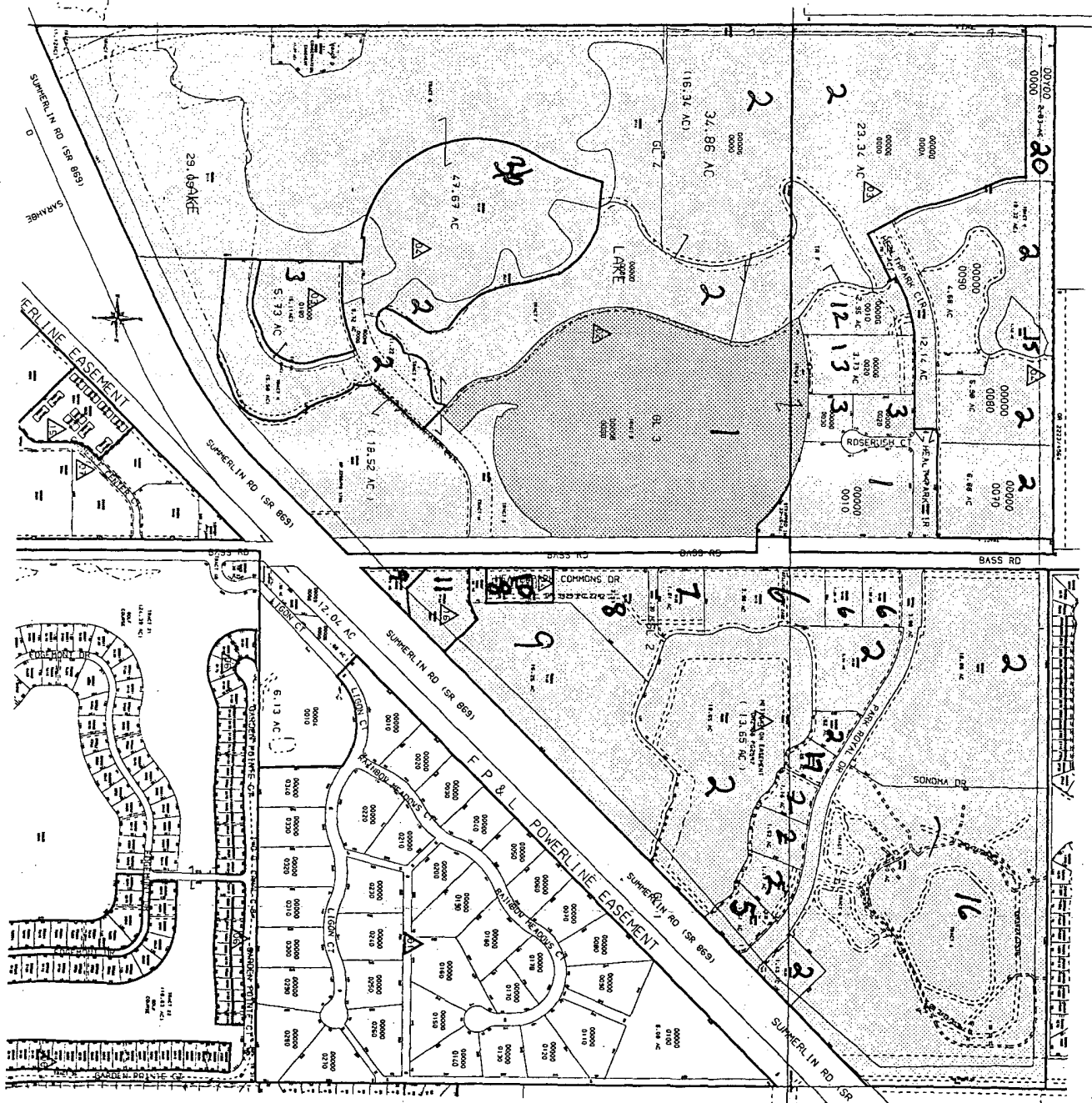
ORI 2003-00003

4.	Lewis, Jeffrey & Susan L.	04-46-24-14-00000.0300
5.	RT Tampa Franchise LP	04-46-24-13-00000.0040
6.	Bondville Associates, LLC	04-46-24-13-00000.0110 33-45-24-13-00000.010B 33-45-24-13-00000.010C
7.	Phoenix Health Ventures, LLC	04-46-24-13-00000.0120
8.	HealthPark Ventures, LLC	04-46-24-13-00000.0130 04-46-24-14-00000.0100 04-46-24-14-00000.0200
9 & 3	Lee Memorial Hospital, Inc.	04-46-24-03-00000.0180
	Lee Memorial Hospital, Inc.	04-46-24-04-00000.0110 04-46-24-13-00000.0140 04-46-24-13-0000E.0000 04-46-24-13-0000F.0000 04-46-24-13-0000G.0000 33-45-24-03-00000.0020 33-45-24-03-00000.0030
10.	HealthPark Commons Condo	04-46-24-14-00000.000A 04-46-24-14-00000.00CE
11.	First National Bank of Florida	04-46-24-16-00000.0150
12.	Sunbridge, Inc.	33-45-24-03-0000G.0010
13.	Encore Senior Living III, LLC	33-45-24-03-0000G.0020
14.	Hope of Lee County, Inc.	33-45-24-04-00000.0090
15.	SFWMD	33-45-24-04-0000V.0000
16.	American Properties	33-45-24-13-00000.0010
17.	Fifth Third Bank of Florida	33-45-24-13-00000.0080

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COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT



*** VARIANCE REPORT ***

*** Prepared By ***
*** LEE COUNTY PROPERTY APPRAISER ***
*** Kenneth M. Wilkinson ***

Page 1 of 13

DATE OF REPORT : 27MAY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

RECEIVED

JUL 01 2003

COMMUNITY DEVELOPMENT

1 04-46-24-02-0000B.0000

HEALTHPARK FLORIDA WEST P
B 47 PGS 7 + 8 TR B (HOSP
ITAL TR)

***** OWNER *****
HOSPITAL BOARD DIR OF LEE CTY
ATTN : PROPERTY MANAGEMENT
636 DEL PRADO BLVD

***** SITE *****

9981 SOUTH HEALTHPARK DR

CAPE CORAL

FL 33990

Fort Myers

33908

2a 04-46-24-02-0000D.0000

HEALTHPARK FLA WEST PB47PG
7 TR D E BUFFER TR F LK T
R H + PT TR K R/W LESOR28

***** OWNER *****
LEE HEALTH VENTURES

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS

FL 33908

Fort Myers

33908

2b 04-46-24-02-0000G.0000

HEALTHPARK FL W PB47PG4TRG
FUT DEV LES HPFW PH 1-E
+ PH 1-F+PTOR2677/880+280

***** OWNER *****
LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR STE 208

9980 SOUTH HEALTHPARK DR

FT MYERS

FL 33908

Fort Myers

33908

3a 04-46-24-03-00000.0180

HEALTH PARK FL W PH-1-E R
EPLAT PB 49 PG 34 LOT 18
+ TR AA DESC OR2894/1302

***** OWNER *****
LEE MEMORIAL HOSPITAL INC
DBA LEE HEALTHCARE RESOURCES
9800 SOUTH HEALTHPARK DR #208

***** SITE *****

9800 SOUTH HEALTHPARK DR

FORT MYERS

FL 33908

Fort Myers

33908
ORI 2003-00003

 *** VARIANCE REPORT ***

 *** Prepared By ***
 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
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 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

(3b) 04-46-24-04-00000.0110

HEALTHPARK FLA WEST PH 1-F
 PB 53 PGS 81 - 90 PT L
 T 11 + DESC OR 3693/4170
 ***** SITE *****

***** OWNER *****
 LEE MEMORIAL HOSPITAL INC
 C/O CYPRESS COVE AT HLTHPRK FL
 10200 CYPRESS COVE DR

9811 SOUTH HEALTHPARK DR

FORT MYERS FL 33908

Fort Myers

33908

(2c) 04-46-24-04-00000.011A

HEALTHPARK FLA WEST PH 1-F
 PB 53 PG 81-90
 LT 11 LESS OR
 ***** SITE *****

***** OWNER *****
 LEE HEALTH VENTURES INC

9800 HEALTHPARK DR STE 405

SUBMERGED

FORT MYERS FL 33908

(2d) 04-46-24-04-000M0.0000

HEALTHPARK FLA WEST PH I-F
 PB53PGS81-90 TRM R/W TR
 LK + TRS Q P R LES OR2802
 ***** SITE *****

***** OWNER *****
 LEE HEALTH VENTURES INC

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS FL 33908

Fort Myers

33908

(2e) 04-46-24-13-00000.0030

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 3
 ***** SITE *****

***** OWNER *****
 LEE HEALTH VENTURES INC

9800 S HEALTHPARK DR STE 405

9000 PARK ROYAL DR

FORT MYERS FL 33908

FT MYERS

33908

 *** VARIANCE REPORT ***

 *** Prepared By ***
 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

⑤ 04-46-24-13-00000.0040
 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 4
 ***** OWNER *****
 RT TAMPA FRANCHISE LP
 ***** SITE *****
 1017 FRANKLAND RD 9001 PARK ROYAL DR
 TAMPA FL 33629 FT MYERS 33908

②F 04-46-24-13-00000.0050
 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 5
 ***** OWNER *****
 LEE HEALTH VENTURES INC
 ***** SITE *****
 9800 SOUTH HEALTHPARK DR 9011 PARK ROYAL DR
 STE 405
 FT MYERS FL 33908 FT MYERS 33908

2G 04-46-24-13-00000.0060
 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 6
 ***** OWNER *****
 LEE HEALTH VENTURES INC
 ***** SITE *****
 9800 SOUTH HEALTHPARK DR 9021 PARK ROYAL DR
 STE 405
 FT MYERS FL 33908 FT MYERS 33908

2H 04-46-24-13-00000.0070
 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 7
 ***** OWNER *****
 LEE HEALTH VENTURES INC
 ***** SITE *****
 9800 SOUTH HEALTHPARK DR 9031 PARK ROYAL DR
 STE 405
 FT MYERS FL 33908 FT MYERS 33908

*** VARIANCE REPORT ***

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*** Kenneth M. Wilkinson ***

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SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

⑥ 04-46-24-13-00000.0110
HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 11
***** OWNER *****
BONDVILLE ASSOCIATES LLC
***** SITE *****
5006 TAMIAMI TRAIL N 16261 BASS RD
NAPLES FL 34103 FT MYERS
33908

⑦ 04-46-24-13-00000.0120
HEALTHPARK FLORIDA EAST P
B 68 PGS 17-22 LOT 12
***** OWNER *****
PHOENIX HEALTH VENTURES LLP
***** SITE *****
15051 TAMIAMI TRL STE 203 16271 BASS RD
FT MYERS FL 33908 FT MYERS
33908

⑧ 04-46-24-13-00000.0130
HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 13 LESS C
***** OWNER *****
HEALTHPARK VENTURES LLC
***** SITE *****
26811 SOUTH BAY DR 16281 BASS RD
STE 350
BONITA SPRINGS FL 34134 FT MYERS
33908

⑨ 04-46-24-13-00000.0140
HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 14 LESS S
***** OWNER *****
LEE MEMORIAL HOSPITAL INC
***** SITE *****
16201 BASS RD ACCESS UNDETERMINED
FT MYERS FL 33908 FT MYERS
33908

 *** VARIANCE REPORT ***

 *** Prepared By ***
 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
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 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

9a 04-46-24-13-0000E.0000

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT E

***** OWNER *****
 LEE MEMORIAL HOSPITAL INC

***** SITE *****

16201 BASS RD

16275 BASS RD

FT MYERS

FL 33908

FT MYERS

33908

9b 04-46-24-13-0000F.0000

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT F

***** OWNER *****
 LEE MEMORIAL HOSPITAL INC

***** SITE *****

16201 BASS RD

16291 BASS RD

FT MYERS

FL 33908

FT MYERS

33908

9c 04-46-24-13-0000G.0000

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT G LESS

***** OWNER *****
 LEE MEMORIAL HOSPITAL INC

***** SITE *****

16201 BASS RD

ACCESS UNDETERMINED

FT MYERS

FL 33908

FT MYERS

33908

21 04-46-24-13-0000H.0000

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT H

***** OWNER *****
 LEE HEALTH VENTURES INC

***** SITE *****

9800 SOUTH HEALTHPARK DR

ACCESS UNDETERMINED

STE 405

FT MYERS

FL 33908

FT MYERS

33908

*** VARIANCE REPORT ***

*** Prepared By ***
*** LEE COUNTY PROPERTY APPRAISER ***
*** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

10

04-46-24-14-00000.000A

HEALTHPARK COMMONS CONDO
AS DESC IN OR 3560 PG 2864

***** OWNER *****
HEALTHPARK COMMONS CONDO

***** SITE *****

5405 PARK CENTRAL COURT

HDR HEALTHPARK COMMO

NAPLES

FL 34109

10

04-46-24-14-00000.00CE

HEALTHPARK COMMONS CONDO
AS DESC IN OR 3560 PG 2864
COMMON ELEMENTS

***** OWNER *****
HEALTHPARK COMMONS CONDO

***** SITE *****

5405 PARK CENTRAL COURT

COMMON ELEMENT

NAPLES

FL 34109

8A

04-46-24-14-00000.0100

HEALTHPARK COMMONS CONDO
DESC IN OR 3560 PG 2
864 UNIT 100

***** OWNER *****
HEALTHPARK VENTURES LLC

***** SITE *****

26811 SOUTH BAY DR
STE 350

16420 HEALTHPARK COMMONS D

BONITA SPRINGS

FL 34134

FT MYERS

8B

04-46-24-14-00000.0200

HEALTHPARK COMMONS CONDO
DESC IN OR 3560 PG 2
864 UNIT 200

***** OWNER *****
HEALTHPARK VENTURES LLC

***** SITE *****

26811 SOUTH BAY DR
STE 350

16410 HEALTHPARK COMMONS D

BONITA SPRINGS

FL 34134

FT MYERS

 *** VARIANCE REPORT ***

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 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
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 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

(A) 04-46-24-14-00000.0300

HEALTHPARK COMMONS CONDO
 DESC IN OR 3560 PG 2
 864 UNIT 300
 ***** SITE *****

***** OWNER *****
 LEWIS JEFFREY W + SUSAN L

1370 SHEFFIELD

16400 HEALTHPARK COMMONS D

FORT MYERS

FL 33919

FT MYERS

04-46-24-16-00000.000A

DESC IN PB 73 PGHDR-TR G
 HEALTHPARK

(a) ***** OWNER *****
 HEALTHPARK FLORIDA EAST 2002-1

LT1.00
 ***** SITE *****

0

0

POR O
 TR G HEALTHPARK FLORIDA EAS

(11) 04-46-24-16-00000.0150

HEALTHPARK FLORIDA EAST 20
 02-1 DESC IN PB 73 PGS 80
 -81 LOT 15
 ***** SITE *****

***** OWNER *****
 FIRST NATIONAL BANK OF FLORIDA

2915 COLONIAL BLVD

ACCESS UNDETERMINED

FORT MYERS

FL 33912

FT MYERS

33908

33-45-24-03-00000.000A

D LYING IN MULTI SECS 33-
 5-24-03+04-46-24-02 RECD
 PB 47 PGS 1 THRU 9 HD
 R: HEALTH PARK

(b) ***** OWNER *****
 HEALTH PARK FLORIDA WEST

***** SITE *****

33908 Fort Myers

S

L
 9.00

 *** VARIANCE REPORT ***

 *** Prepared By ***
 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

1a 33-45-24-03-00000.0010

HEALTH PARK FLORIDA WEST
 PB 47 PG 7 LOT 1

***** OWNER *****
 HOSPITAL BOARD OF DIR LEE CO
 ATTN : PROPERTY MANAGEMENT
 PO BOX 2218

***** SITE *****
 16131 ROSERUSH CT

FORT MYERS

FL 33902

Fort Myers

33908

3a 33-45-24-03-00000.0020

HEALTH PARK FLORIDA WEST
 PB 47/7 RONALD MCDONALD HS
 LOT 2

***** OWNER *****
 LEE MEMORIAL HOSPITAL INC
 % LEE HEALTHCARE RESOURCES
 9800 HEALTHPARK CIR STE 208

***** SITE *****
 16100 ROSERUSH CT

FT MYERS

FL 33908

Fort Myers

33908

3b 33-45-24-03-00000.0030

HEALTH PARK FLORIDA WEST
 PB 47 PG 7 LOT 3

***** OWNER *****
 LEE MEMORIAL HOSPITAL INC

***** SITE *****

D/B/A LEE HEALTHCARE RESOURCES
 9800 HEALTH PARK CIR STE 208
 FT MYERS

16150 ROSERUSH CT
 Fort Myers

33908

33-45-24-03-0000C.0000

(C) Road

HEALTHPARK FLA WEST PB 47
 PG 7 TRACTS C + K R/W +
 TRACT F LAKE

***** OWNER *****
 LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RIGHT-OF-WAY

FT MYERS

FL 33908

Fort Myers

33908

 *** VARIANCE REPORT ***

 *** Prepared By ***
 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

20

33-45-24-03-0000G.0000

HEALTH PARK FLORIDA WEST
 PB 47 PG 4 TR G MULTI SECS
 LESS HPFW PH 1-F LES OR
 ***** SITE *****

***** OWNER *****
 LEE HEALTH VENTURES INC

9800 HEALTH PARK CIR STE 208

HEALTHPARK CIR

FT MYERS

FL 33908

Fort Myers

33908

12

33-45-24-03-0000G.0010

HEALTH PARK FLORIDA WEST
 PB 47 PG 4 PT TR G D
 ESC OR 2801 PG 213
 ***** SITE *****

***** OWNER *****
 SUNBRIDGE INC
 C/O PROPERTY TAX- DEPT 110
 P O BOX 4900

9471 HEALTHPARK CIR

SCOTTSDALE

AZ 85008

Fort Myers

33908

13

33-45-24-03-0000G.0020

HEALTH PARK FLORIDA WEST
 PB 47 PG 4 PT TR G
 DESC OR 2812 P
 ***** SITE *****

***** OWNER *****
 ENCORE SENIOR LIVING III LLC
 ATTN: EVELYN WOLF FTM
 305 NE 102ND AV STE 300

9461 HEALTHPARK CIR

PORTLAND

OR 97220

Fort Myers

33908

21

33-45-24-04-00000.0070

HEALTHPARK FLA WEST PH 1-F
 PB 53 PGS 81 - 90 LOT 7

***** OWNER *****
 LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR SE 208

9420 HEALTHPARK CIR

FT MYERS

FL 33908

Fort Myers

33908

*** VARIANCE REPORT ***

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*** Kenneth M. Wilkinson ***

Page 10 of 13

DATE OF REPORT : 27MAY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

24 33-45-24-04-00000.0080

HEALTHPARK FLA WEST PH 1-F
PB 53 PGS 81 - 90 LOT 8
LES OR 2574/2052

***** OWNER *****
LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR STE 208

9450 HEALTHPARK CIR

FT MYERS

FL 33908

Fort Myers

33908

14 33-45-24-04-00000.0090

HEALTHPARK FLA WEST PH 1-F
PB 53 PGS 81-90 LT 9 +
PT LT 8 OR 2574/2052

***** OWNER *****
HOPE OF LEE COUNTY INC

***** SITE *****

9470 HEALTHPARK CIR

9470 HEALTHPARK CIR

FT MYERS

FL 33908

Fort Myers

33908

15 33-45-24-04-0000V.0000

HEALTHPARK FLA WEST PH I-F
PB 53 PGS 81-90 PT T
R V DESC OR 2908/2

***** OWNER *****
S FL WATER MGMT DIST

***** SITE *****

P O BOX 24680

RESERVED

WEST PALM BEACH

FL 33416

Fort Myers

33908

23 33-45-24-04-00T00.0000

HEALTHPARK FLA WEST PH I-F
PB 53 PGS 81-90 TR T R/W
TR U BUFFER TR V LAKE L

***** OWNER *****
LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR STE 208

0

RESERVED

FT MYERS

FL 33908

Fort Myers

33908

 *** VARIANCE REPORT ***

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 *** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
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(2W) 33-45-24-04-00W00.0000

HEALTHPARK FLA WEST PH 1-F
 PB 53 PGS 81- 90 TRACT
 W

***** OWNER *****
 LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS

FL 33908

Fort Myers

33908

(20) 33-45-24-04-00Y00.0000

HEALTHPARK FLA WEST PH 1-F
 PB 53 PGS 81 - 90 TRACT
 Y

***** OWNER *****
 LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS

FL 33908

Fort Myers

33908

33-45-24-13-00000.000A

D IN MULTI SEC 04-46-24 AN
 33-45-24 DESC IN PB 68 P
 GS 17 THRU 22 HD
 R:PKR LAKES PAR 5

(d) ***** OWNER *****
 HEALTHPARK FLORIDA EAST

***** SITE *****

33919 Fort Myers

S

L

13.0

(16) 33-45-24-13-00000.0010

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 1 + TRACTS

***** OWNER *****
 AMERICAN PROPERTIES AT

***** SITE *****

8660 COLLEGE PKWY

9020

PARK ROYAL DR

STE 250

FT MYERS

FL 33919

FT MYERS

33908

*** VARIANCE REPORT ***

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*** Kenneth M. Wilkinson ***

DATE OF REPORT : 27MAY03
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VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

(2P)

33-45-24-13-00000.0020

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 2

***** OWNER *****
LEE HEALTH VENTURES INC

***** SITE *****

9800 SOUTH HEALTHPARK DR
STE 405
FT MYERS

FL 33908

ACCESS UNDETERMINED
FT MYERS

33908

(17)

33-45-24-13-00000.0080

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 8

***** OWNER *****
FIFTH THIRD BANK FLORIDA

***** SITE *****

P O BOX 413021

9041 PARK ROYAL DR

NAPLES

FL 34101

FT MYERS

33908

(28)

33-45-24-13-00000.0090

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 9

***** OWNER *****
LEE HEALTH VENTURES INC

***** SITE *****

9800 SOUTH HEALTHPARK DR
STE 405
FT MYERS

FL 33908

9051 PARK ROYAL DR
FT MYERS

33908

(29)

33-45-24-13-00000.0100

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 10 LESS O

***** OWNER *****
LEE HEALTH VENTURES INC

***** SITE *****

9800 HEALTHPARK DR STE 405

ACCESS UNDETERMINED

FORT MYERS

FL 33908

FT MYERS

33908

 *** VARIANCE REPORT ***

 *** Prepared By ***
 *** LEE COUNTY PROPERTY APPRAISER ***
 *** Kenneth M. Wilkinson ***

Page 13 of 13

DATE OF REPORT : 27MAY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

(6a)

33-45-24-13-00000.010B

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 AKA LT 10B OR
 ***** SITE *****

***** OWNER *****
 BONDVILLE ASSOCIATES LLC

4081 TAMIAMI TRAIL N STE C201

CORNER LOT

NAPLES

FL 34103

FT MYERS

33908

(6b)

33-45-24-13-00000.010C

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 AKA LT 10C OR
 ***** SITE *****

***** OWNER *****
 BONDVILLE ASSOCIATES LLC

4081 TAMIAMI TRAIL N STE C201

15901 BASS RD

NAPLES

FL 34103

FT MYERS

33908

33-45-24-13-0000D.0000

Road

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT D

***** OWNER *****
 LEE HEALTH VENTURES INC

***** SITE *****

(c)

9800 SOUTH HEALTHPARK DR
 STE 405

RIGHT OF WAY

FT MYERS

FL 33908

FT MYERS

33908

 *** END OF REPORT ***

User: KINGC

Host: pagis.pa.lee.fl.us

Class: Job: VAR_REPORT_044624020000B0000

EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:

STRAP NO. 04-46-24-02-0000D.0000 (continued)

CASE NO.

RECEIVED

JUL 01 2003

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

COMMUNITY DEVELOPMENT

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office

Percentage of Stock

Lee Health Ventures, Inc.

100%

Lee FP, Inc.

9800 HealthPark Circle, Suite 208

Fort Myers, Florida 33908

Douglas A. Dodson, President

0%

John T. Beckett, Chairman

0%

George T. Beomer, Vice Chairman

0%

Rayma C. Page, Secretary

0%

Garrett H. Reasoner, Treasurer

0%

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____

(over)

ORI 2003-00003

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

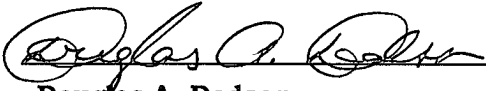
_____	_____
_____	_____
_____	_____
_____	_____

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

LEE HEALTH VENTURES, INC.

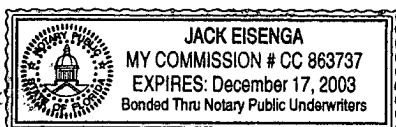
d/b/a HEALTHPARK FLORIDA

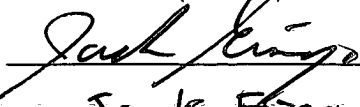
By: 
Name: Douglas A. Dodson
Title: President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 18th day of June, 2003, by Douglas A. Dodson who is personally known to me or had produced _____ as identification and who did (did not) take an oath.

(SEAL)




Jack Eisenga
(Typed, printed or stamped name of Notary)

May 28, 2003

RECEIVED

JUL 01 2003

DESCRIPTION
OVERALL HEALTHPARK FLORIDA
SECTION 33, T. 45 S., R. 24 E.
AND SECTION 4, T. 46 S., R. 24 E.
LEE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT

The South half (S-1/2) of the Southwest quarter (SW-1/4) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2413 at Page 2522, Public Records of Lee County, Florida; and

The South half (S-1/2) of the Southeast quarter (SE-1/4) lying Northwesterly of right-of-way (ROW) for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2413 at Page 2522, Public Records of Lee County, Florida, Section 33, Township 45 South, Range 24 East.

AND

The North half (N-1/2) of the Northwest quarter (NW-1/4) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida ;

The North half (N-1/2) of the South half (S-1/2) of the Northwest quarter (NW-1/4) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

The South half (S-1/2) of the South half (S-1/2) of the Northwest quarter (NW-1/4) lying Northerly of ROW for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

The North half (N-1/2) of the Southwest quarter (SW-1/4) lying Northwesterly of ROW for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida;

The West half (W-1/2) of the Northeast quarter (NE-1/4) lying Northwesterly of ROW for Summerlin Road (C.R. 869) less and except the west 75.00 feet thereof for Bass Road as described in Deed recorded in Official Record Book 2209 at Page 2942, Public Records of Lee County, Florida; and

The East half (E-1/2) of the Northeast quarter (NE-1/4) lying Northwesterly of ROW for Summerlin Road (C.R. 869), Section 4, Township 46 South, Range 24 East, Lee County, Florida.

Parcel contains 390.7 acres, more or less.

20033967\OverallDescription-052803


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

ORI 2003-00003

LIST OF HEALTHPARK PLATS

HealthPark Florida West	Plat Book 47 at Page 1
Phase I-E, HealthPark Florida W	Plat Book 49 at Page 31
Phase I-F, HealthPark Florida W	Plat Book 53 at Page 89
HealthPark Florida East	Plat Book 68 at Page 17
HealthPark Florida E 2002-1	Plat Book 73 at Page 80

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JUL 01 2003

COMMUNITY DEVELOPMENT

EXHIBIT-II-A-3

HEALTHPARK FLORIDA WEST

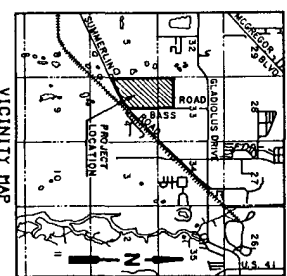
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
AND
SECTION 46, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

OCTOBER, 1990
JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS AND SURVEYORS
FORT MYERS, FLORIDA

APPROVALS
THIS PLAT ACCEPTED THIS 30th DAY OF OCTOBER, 1990
IN A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE
COUNTY, FLORIDA

Raymond
VICE CHAIRMAN OF THE BOARD
William H. Smith
DIRECTOR OF DIV. OF DEVELOPMENT
28833204
DIRECTOR
William H. Smith
CLERK OF COURT
1. HEREBY CERTIFY THAT THE ATTACHED PLAT OF HEALTHPARK FLORIDA WEST
HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID
PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA
PLAT ACT, CHAPTER 173, F.S., AND THAT THE SAME IS CORRECTLY
FILED FOR RECORD IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
THIS 30th DAY OF OCTOBER, 1990, AND WAS ONLY
FILED FOR RECORD IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

William H. Smith
CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY



NOTICE:
LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED
BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE
AND SEWER FACILITIES BEING SPECIFICALLY AP-
PROVED OR ACCEPTED BY LEE COUNTY. ANY PURCH-
ASER OF A LOT IN THIS SUBDIVISION IS ADVISED
THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALL-
ED UPON TO BEAR A PORTION OF OR ALL OF THE
EXPENSE OF CONSTRUCTION, MAINTENANCE OR IM-
PROVEMENT OF ROADS, DRAINAGE, AND SEWER FA-
CILITIES WITHIN THE SUBDIVISION.

NOTICE
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT
RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY.

- NOTES
1. BEARINGS SHOWN ARE PLANE COORDINATE FOR THE FLORIDA
WEST ZONE BASED ON TIES TO FOOT CENTERLINE SURVEYS
 2. 6" PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE
TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET
IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE
NUMBER
 3. 6" PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL
RANGERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.

HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
SHEET NO. 1-3-30

PLAT BOOK 47 PAGE 1
SHEET 1 OF 9

DEDICATION

NOW ALL MEN BY THESE PRESENTS THAT LEE MEMORIAL HOSPITAL, INC., A
FLORIDA NON-PROFIT CORPORATION (L/M/A LEE HEALTHCARE RESOURCES,
HEALTHPARK FLORIDA, A JOINT VENTURE, AND THE HOSPITAL BOARD OF
DIRECTORS, LEE MEMORIAL HOSPITAL, INC., DO HEREBY DEDICATE TO THE
PUBLIC, AS "DONATORS", AS OWNERS OF THE HEREIN DESCRIBED LANDS
AND THE HEREIN DESCRIBED ROADS, DRAINAGE AND SEWER FACILITIES, ALL
THAT CERTAIN PLAT OF LANDS BEING MORE PARTICULARLY DESCRIBED
HEREIN, TO BE KNOWN AS "HEALTHPARK FLORIDA WEST", BEING THE
PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38,
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1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963,
1964, 1965,

HEALTHPARK FLORIDA WEST

SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

DEDICATION - CONTINUED

DESCRIPTION

LYING IN SECTION 33, T. 45 S., R. 24 E
AND
SECTION 4, T. 46 S., R. 24 E.
LEE COUNTY, FLORIDA

LEE COUNTY, FLORIDA

DOUGLAS A. DODSON, PRESIDENT

Henry Jones
WITNESS

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED
DORCAS A. DOBSON, PRESIDENT OF LEE HEALTH VENTURES, INC., A
FLORIDA CORPORATION, JOINT VENTURE PARTNER OF HEALTHPARK
FLORIDA, INC., A FLORIDA CORPORATION, AND HEREBY REQUESTED AND
OBTAINED THE foregoing declaration and she acknowledged
the execution thereof for the uses and purposes therein mentioned
WITNESS MY HAND AND OFFICIAL SEAL AT Shut Ok, Fla. SAID COUNTY
AND STATE THIS LAST DAY OF SEPTEMBER, 1980 A.D.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/15/91

IN WITNESS WHEREOF HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY
A SPECIAL USE DISTRICT OF THE STATE OF FLORIDA CREATED BY
SPECIAL ACT 65-1552. HAS CAUSED THIS DEDICATION TO BE SIGNED
BY ITS CHAIRMAN, LOUIS BARRETT, THIS 19th DAY OF
September 1990 A.D.

WITNESS
HOSPITAL BOARD OF DIRECTORS
OF LEE COUNTY
LOIS C. BARRETT, CHAIRMAN

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "HEALTHY PARK FLORIDA WEST IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS ACCORDING TO A RECENT SURVEY MADE AND PLATED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SAID DATA COMPILES WITH ALL THE REQUIREMENTS OF CHAPTER 127, FLORIDA STATUTES.

I FURTHER CERTIFY THAT THE PERMANENT REFERENCE POINTS D.R.N.'S HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

DONE THIS 13 DAY OF MAY 1990 A.D.

JOHN L. COOPER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4052

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON, D. C.

Wm. J. Wilson
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/10/59

HEALTHFAIR RECORD PLAT SHEET # 2 - 1610.5127 PW, 15914 110 08-May-90 02:16 PM / 15914-1

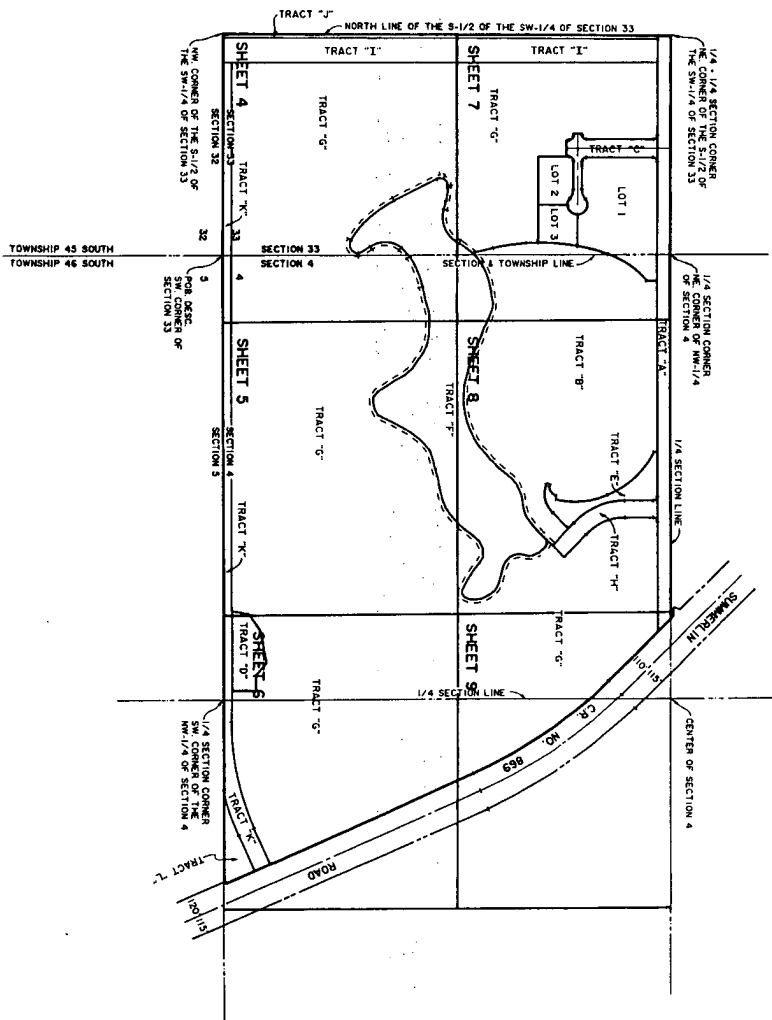
RECEIVED
JUL 01 2003
COMMUNITY DEVELOPMENT

HEALTHPARK FLORIDA WEST

SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



INDEX SHEET



HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH
ORDER NO. 1-3-80

HEALTHPARK RECORD PLAT SHEET # 3 - 18.0.51271/F, 15914 111 20-54--88 08/24 AM/1/1991-1

RECEIVED

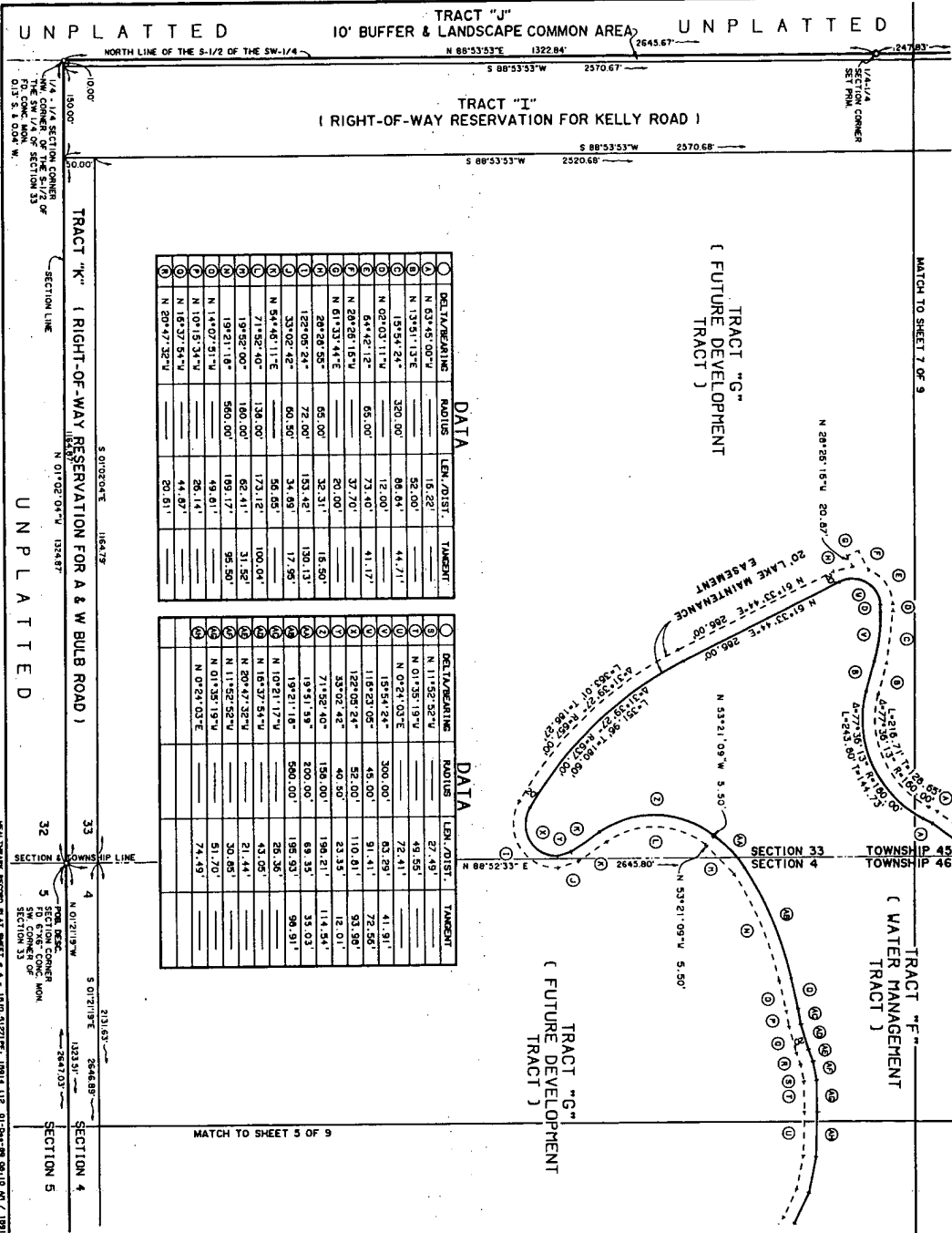
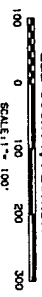
JUL 01 2003

COMMUNITY DEVELOPMENT

HEALTHPARK FLORIDA WEST

SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 47 PAGE 4
SHEET 4 OF 9



DATA	DATA	DATA	DATA
DELTABEARING	RADIUS	LEN./DIST.	TANGENT
N 63°45'00"W	15.22'	15.22'	15.22'
N 13°51'13"E	82.00'	82.00'	82.00'
N 13°54'24"E	320.00'	320.00'	320.00'
N 02°03'11"W	12.00'	12.00'	12.00'
N 64°42'12"E	66.00'	66.00'	66.00'
N 28°26'15"W	23.40'	23.40'	23.40'
N 01°33'44"E	80.00'	80.00'	80.00'
N 28°26'55"E	65.00'	65.00'	65.00'
N 122°05'24"E	72.00'	153.42'	150.13'
N 33°02'42"E	60.50'	34.65'	17.95'
N 54°46'11"E	136.00'	173.12'	100.04'
N 19°52'00"E	160.00'	62.41'	31.82'
N 19°21'18"E	560.00'	169.17'	95.50'
N 14°07'51"W	49.61'	49.61'	49.61'
N 10°15'34"W	26.14'	26.14'	26.14'
N 16°37'54"W	44.87'	44.87'	44.87'
N 20°47'32"W	20.61'	20.61'	20.61'

DATA	DATA	DATA	DATA
DELTABEARING	RADIUS	LEN./DIST.	TANGENT
N 11°52'52"W	27.49'	27.49'	27.49'
N 01°25'19"W	49.59'	49.59'	49.59'
N 01°24'03"E	72.41'	72.41'	72.41'
N 15°54'24"E	300.00'	63.29'	41.91'
N 11°23'05"E	45.00'	91.41'	22.56'
N 122°05'24"E	52.00'	110.61'	93.98'
N 35°02'42"E	40.50'	23.33'	12.01'
N 71°52'40"E	150.00'	150.21'	114.54'
N 19°51'59"E	200.00'	69.33'	33.03'
N 10°21'17"W	500.00'	195.93'	96.91'
N 16°37'54"W	43.05'	43.05'	43.05'
N 20°47'32"W	21.44'	21.44'	21.44'
N 11°52'52"W	30.65'	30.65'	30.65'
N 10°15'34"W	51.70'	51.70'	51.70'
N 01°24'03"E	74.49'	74.49'	74.49'

RECEIVED
JUL 01 2003

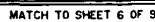
COMMUNITY DEVELOPMENT

HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-3-50

119

SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY FLORIDA

LEE COUNTY FLORIDA



LINE DATA		
	BEARING	DISTANCE
1	N 16°24' 38.5" W	56.30
2	N 11°41' 38.5" W	56.30
3	N 14°44' 38.5" W	67.63
4	N 22°11' 08.5" W	61.61
5	N 35°56' 12.5" W	57.60
6	N 41°33' 12.5" W	59.48
7	N 49°18' 54.5" W	56.90
8	N 50°19' 54.5" W	55.36
9	N 11°49' 23.5" E	46.34
10	N 13°37' 01.5" E	57.19
11	N 20°54' 50.5" E	59.53
12	N 27°42' 50.5" E	62.71
13	N 10°28' 58.5" W	52.39
14	N 11°19' 27.5" W	50.31
15	N 10°54' 50.5" E	56.99
16	N 0°51' 58.5" W	60.37
17	N 28°21' 02.5" E	33.31
18	N 26°14' 15.5" E	42.61
19	N 00°54' 34.5" W	10.69
20	N 40°22' 02.5" W	26.24
21	N 28°21' 02.5" E	34.82
22	N 26°14' 15.5" E	49.13
23	N 00°54' 34.5" W	26.66
24	N 40°22' 02.5" W	27.13
25	N 47°48' 00.5" W	36.70

TRACT "G"
(FUTURE DEVELOPMENT
TRACT)

UNPLATED

SECTION LINE

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 07-17-2009 BY 60322 UCBAW

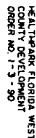
HEALTH PARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-3-90

JUL 01 2003

COMMUNITY DEVELOPMENT

SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST

ET 7 OF 9



COMMUNITY DEVELOPMENT

HEALTHPARK FLORIDA WEST

SECTION 33, TOWNSHIP 46 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 42 PAGE 2

SHEET 8 OF 9

UNPLATTED

SCALE: 1" = 100'

1/4 SECTION LINE

BASS

TRACT "A" (RIGHT-OF-WAY RESERVATION FOR BASS ROAD)

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

LINE DATA

LINE DATA

LINE DATA

LINE DATA

LINE DATA

LINE DATA

LINE DATA

CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	PI	PC	PT
1	N 00° 00' 00" E	100.00'	N 00° 00' 00" E	100.00'	90.00°	0+00.00	0+100.00
2	N 00° 00' 00" E	100.00'	N 00° 00' 00" E	100.00'	90.00°	0+100.00	0+200.00
3	N 00° 00' 00" E	100.00'	N 00° 00' 00" E	100.00'	90.00°	0+200.00	0+300.00

TRACT "G" (FUTURE DEVELOPMENT TRACT)

TRACT "E" (IRRIGATION TRACT)

TRACT "B" (HOSPITAL TRACT)

TRACT "A" (RIGHT-OF-WAY RESERVATION FOR BASS ROAD)

TRACT "C" (FUTURE DEVELOPMENT TRACT)

TRACT "D" (FUTURE DEVELOPMENT TRACT)

TRACT "F" (WATER MANAGEMENT TRACT)

TRACT "H" (FUTURE DEVELOPMENT TRACT)

TRACT "I" (FUTURE DEVELOPMENT TRACT)

TRACT "J" (FUTURE DEVELOPMENT TRACT)

TRACT "K" (FUTURE DEVELOPMENT TRACT)

TRACT "L" (FUTURE DEVELOPMENT TRACT)

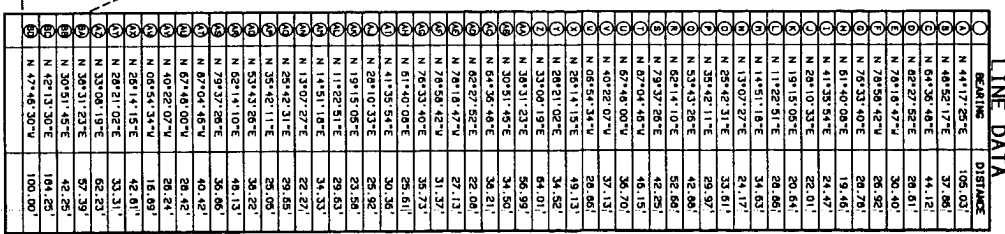
TRACT "M" (FUTURE DEVELOPMENT TRACT)

TRACT "N" (FUTURE DEVELOPMENT TRACT)

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST AND
LEE COUNTY, FLORIDA

PLAT BOOK 47 PAGE 8

RECEIVED
JUL 01 2003
COMMUNITY DEVELOPMENT

PLAT BOOK 42 PAGE 32

SHEET 1 OF 4

A REPLAT OF PART OF TRACT G, HEALTHPARK FLORIDA WEST
[Plat Book 47, Page 1-9, Lee County Records]
A SUBDIVISION IN
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

FEBRUARY 1992

JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
FORT MYERS, FLORIDA

APPROVALS

THIS PLAT ACCEPTED THIS 27th DAY OF FEBRUARY 1936
IN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE
COUNTY, FLORIDA

CHAIRMAN OF THE BOARD
D. R. ST. CERNY

AL E. Kyla
COUNTY ATTORNEY
AUDREY E. MAPLAN

David Bandy
DIRECTOR OF DIVISION OF
DEVELOPMENT REVIEW *PAUL J. BARRY*

Charles Greer
CLERK OF COURT
Charles Greer

Mary Gibbs
DIRECTOR, DEPT. OF CORR. DEVS.
MARY GIBBS
3157831

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PLANT 1-E, HEALTHPARK, FLORIDA, UEST, A REPLAT OF PART OF TRACT G, HEALTHPARK, FLORIDA, UEST, PLAT BOOK 47, PAGE 1-9, LEE COUNTY RECORDS HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE RECORDS OF THE LEE COUNTY PLAT BOOKS OF FLORIDA.

THIS 21 DAY OF February, 1993, I, John A. Davis, RECORD CLERK AT LEE COUNTY, FLORIDA, AT PAGES 91 OF THE 91 RECORDS OF LEE COUNTY, FLORIDA.

Charles G. Miller

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
Shirley A. Gresham

NOTICE:
CLEAN UP THE WIRCO! COURT
IN AND FOR LEE COUNTY
Charlie Green

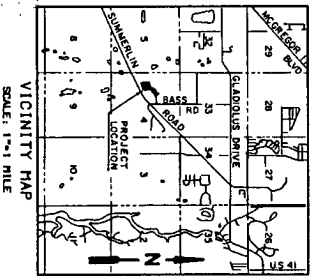
LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING SPECIFICALLY ACCEPTED BY LEE COUNTY, ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OF OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, AND SEWER FACILITIES WITHIN THE SUBDIVISION.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES

1. BEARINGS SHOWN ARE PLANE COORDINATE FOR THE FLUID VEST ZONE BASED ON TIES TO FOOT CENTRAL LINE SURVEY FOR SUTHERLIN ROAD (CS 695).
2. PERMANENT REFERENCE POINTS (P.R.H.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISCS SET NUMBER TO BEARING THE SURVEYOR'S CERTIFICATE.
3. PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER, P.O.B., POINT OF BEGINNING.
5. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.



SCALE: 1"=1 MILE

DEDICATION

[illegible]

ACKNOWLEDGMENT

JEFFREY J. WITNESS
 JEFFREY J. WITNESS
 STEVEN A. MARRAS
 WITNESS
 JEFFREY J. WITNESS
 JEFFREY J. WITNESS
 STEVEN A. MARRAS
 WITNESS

LEE MEMORIAL HOSPITAL, INC.
D/B/A LEE HEALTHCARE RESOURCE

John T. Beckett
BY: JOHN T. BECKETT, CHAIRMAN
JOHN T. BECKETT

EN K Morris

STATE OF FLORIDA

COUNTY OF DEER
CITY OF DEER
JOHN E. BENNETT, CHAIRMAN OF THE DEER HORTON HOSPITAL, INC., A
NON-PROFIT CORPORATION, D/B/A DEER HEALTH RESOURCES,
FLORIDA NON-PROFIT CORPORATION, D/B/A DEER HEALTH RESOURCES,
TO THE KNOWLEDGE OF THE PERSON DESIGNATED HEREON AND EXCLUDED FROM
THE KNOWLEDGE OF THE PERSON DESIGNATED HEREON, THE PERSON
LEADED THE EXECUTION HEREOF FOR THE USES AND PURPOSES HEREIN SET
FORTH.

WITNESS MY HAND AND OFFICIAL SEAL AT Deer, Mississippi, SAID COUNTY
AND STATE THIS 17th DAY OF January, 1992 A.D.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/13/95

PENNY JOHNSON SMITH

THIS INSTRUMENT PREPARED BY: MICHAEL V. NORMAN
PROFESSIONAL LAND SURVEYORS, FLORIDA CERTIFICATE
NO. 4500 - JOHNSON ENGINEERING, INC., CIVIL EN-
GINEERS - LAND SURVEYORS, P.O. BOX 1550, FORT
MYERS, FLORIDA. 33902-1550.

HEALTHPARK
LEE COUNTY DEVELOPMENT
ORDER NO. 12-5-91

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

11

(Plat Book 47, Page 1-9, Lee County Records)
A SUBDIVISION IN

LEE COUNTY, FLORIDA

SECTION

FLAT BOOK #7, AT PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF FLORIDA. WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

SUBJECT TO EASEMENT, RESTRICTIONS AND RESERVATIONS OF RECORD.
CONTAINING 14.51 ACRES. MORE OR LESS.

CONFIRMATION OF THE ATTACHED PLAT OF PHASE I-E

DONE THIS 14TH DAY OF JANUARY 1992 A.O.

DONE THIS 14TH DAY OF JANUARY 1992 A.O.

Michael W. Norman
MICHAEL W. NORMAN



DATA						
	DELTA/EASTING	RADIOS	LEN./DIST.	TARGET	CHORD BEARING	CHORD DIST.
1	009.34.51"	795.00	127.32	64.61	S 47.00.56"V	127.77
2	0203.06.21"	355.00	159.42	80.66	S 87.57.22"E	159.44
3	004.51.30"	180.00	92.34	50.23	S 247.16.04"E	95.64
4	004.54.25"	195.00	278.76	169.23	S 34.05.04"E	255.62
5	012.31.29"	560.00	146.64	74.62	S 60.46.17"E	146.35
6	031.27.34"	560.49	147.43	75.03	S 78.15.30"E	145.03
7	024.44.05	650.00	280.61	142.32	N 77.37.56"E	275.43
8	022.06.23"	195.00	59.69	30.33	N 68.23.05"V	59.92
9	N 79.37.30"	35.06				
10	N 62.14.10"E	46.13				
11	N 53.43.26"E	36.22				
12	N 26.42.31"E	29.65				
13	N 14.51.16"E	34.33				
14	N 11.22.51"E	29.63				
15	N 19.15.05"E	23.55				
16	N 28.10.33"E	30.92				
17	N 41.35.54"E	30.36				
18	N 61.40.06"E	25.61				
19	N 76.33.40"E	35.73				
20	S 76.56.42"E	31.37				
21	S 76.18.47"E	27.13				
22	N 64.36.46"E	36.21				
23	N 49.52.17"E	33.79				
24	N 41.09.48"E	22.44				
25	N 24.01.43"E	16.51				
26	N 03.57.19"V	21.76				
27	S 47.48.30"E	146.12				
28	N 35.42.11"E	25.05				
29	N 79.31.26"E	41.09				
30	N 62.14.10"E	15.27				
31	018.37.29"	175.00	56.89	28.70	N 64.33.30"V	56.64
32	S 39.31.32"E	66.73				
33	023.08.21"	375.00	151.45	76.77	S 27.97.22"E	150.42
34	025.16.32"	375.00	165.65	84.20	S 29.02.20"E	164.30
35	033.41.20"	140.00	95.17	43.95	S 24.16.04"E	93.66
36	S 06.50.24"E	47.91				
37	004.18.24"	175.00	250.17	115.66	S 31.06.14"V	229.41
38	012.31.28"	75.00	153.01	76.61	S 64.40.17"V	152.71
39	009.22.00"	248.49	36.29	10.18	S 66.43.33"V	36.25
40	S 69.05.11"V	28.35				
41	S 67.28.52"V	14.56				
42	009.32.30"	750.00	111.61	56.01	N 57.37.56"E	111.71
43	S 62.43.43"V	25.00	35.23			
44	099.00.00"	25.00	39.82	28.00	S 49.16.30"E	35.30
45	N 60.43.30"E	750.00	20.01	10.01	N 52.35.45"E	20.01
46	004.46.30"	650.00	541.59	287.82	N 76.06.45"E	538.42
47	010.13.22"	175.00	31.23	15.65	S 72.04.02"E	31.15
48	020.39.44"	650.00	234.41	118.49	S 32.35.22"E	233.14
49	025.16.32"	355.00	156.61	79.71	S 29.52.22"V	155.54
50	006.03.02"	266.49	28.35	14.19	N 69.01.04"V	28.34
51	N 13.07.27"E	22.27				
52	N 62.27.52"E	22.06				
53	N 62.27.52"	266.49	119.09	60.54	S 75.14.59"V	110.12
54	009.36.27"	750.00	126.76	63.03	S 47.01.44"V	126.61

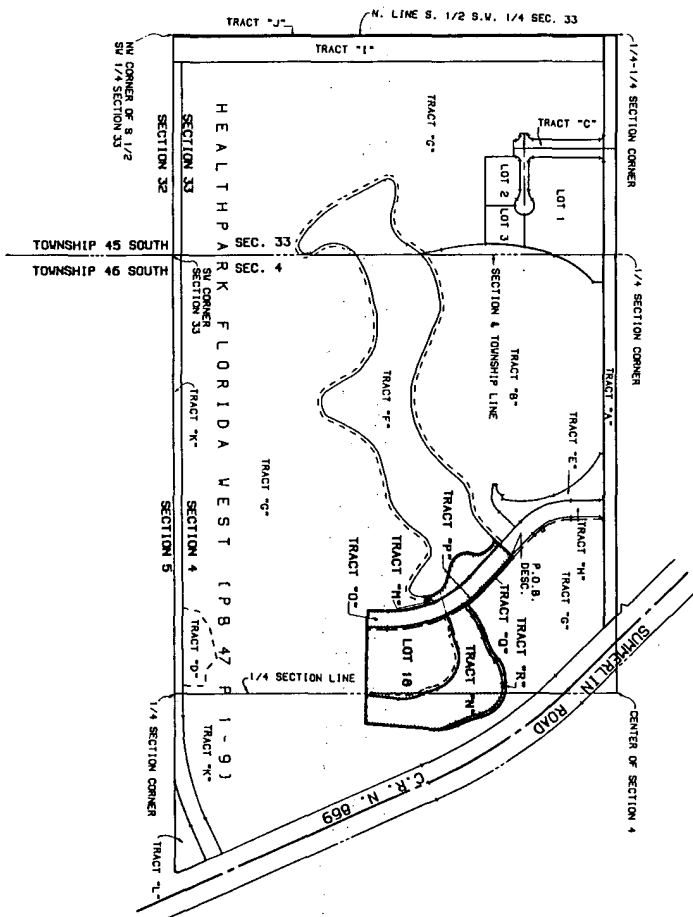
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JUL 01 2003

COMMUNITY DEVELOPMENT

PHASE I-E HEALTHPARK FLORIDA WEST

A REPLAT OF PART OF TRACT G, HEALTHPARK FLORIDA, WEST
(Plat Book 47, Page 1-9, Lee County Records)
A SUBDIVISION IN
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

INDEX SHEET



HEALTHPARK
LEE COUNTY DEVELOPMENT
ORDER NO. 12-5-91

EE 1-2 HEALTH CARE UNIT - 2 - 147.5127177, 109406 101 20-061-91 09:55 AM / 10945-

RECEIVED
JUL 01 2003

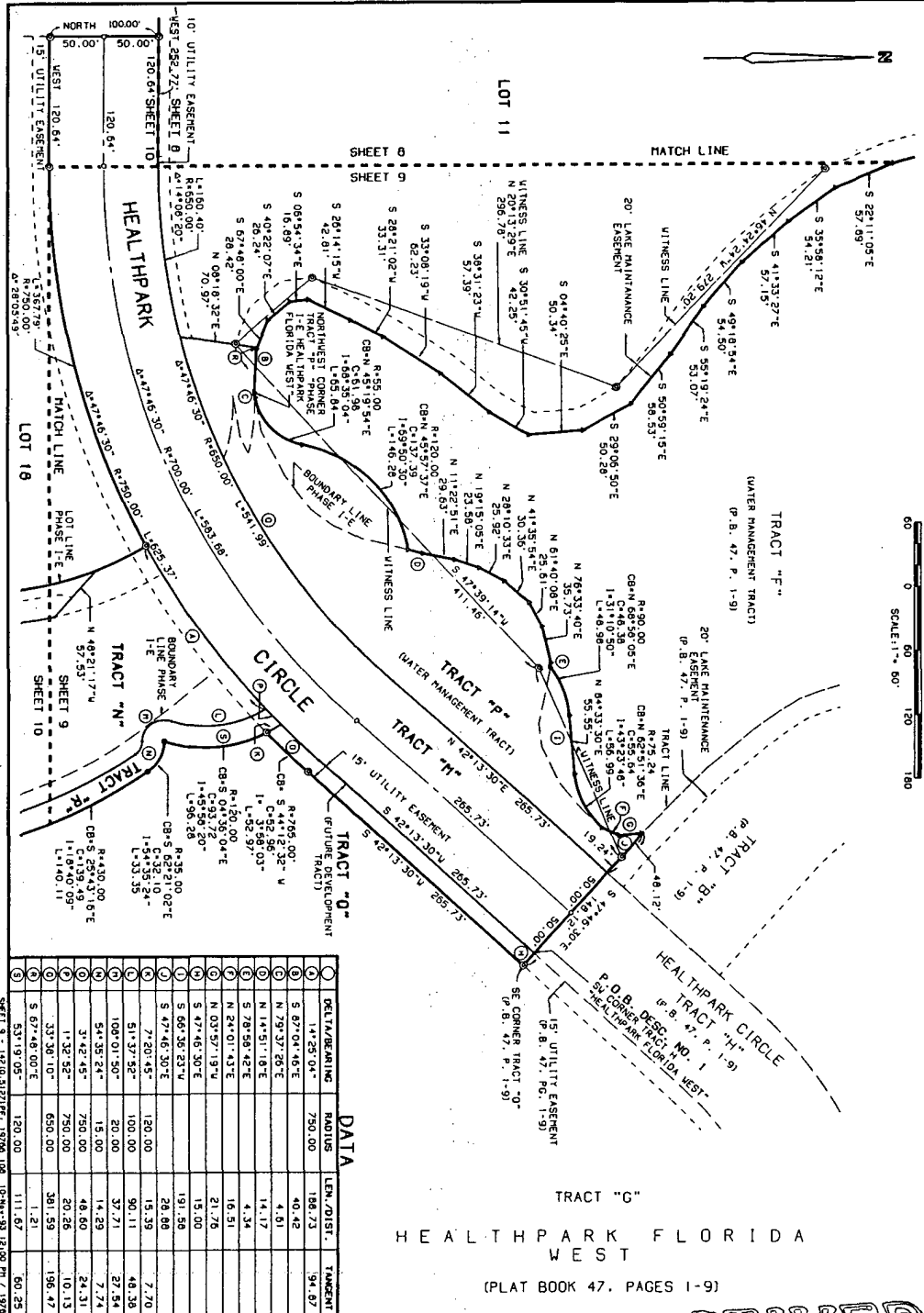
COMMUNITY DEVELOPMENT

SHEET 4 OF 4



PHASE I-F HEALTHPARK FLORIDA WEST

A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS. 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.



DATA

NO.	DETAILED	RADIUS	LEN./DIST.	TANGENT
1	S 87°04'46"E	750.00	188.73	194.87
2	N 79°37'26"E	50.00	4.01	4.01
3	N 14°51'18"E	14.17	14.17	14.17
4	S 78°58'42"E	4.34	4.34	4.34
5	N 24°01'43"E	16.51	21.76	15.00
6	N 03°57'19"W	15.00	19.18	15.00
7	S 47°46'30"E	28.88	7.70	48.38
8	S 47°46'30"E	100.00	37.71	27.54
9	100°01'50"	20.00	14.29	7.74
10	S 4°35'24"	15.00	48.60	24.31
11	S 37°42'45"	750.00	20.26	10.13
12	1°32'52"	750.00	38.15	196.47
13	S 37°42'45"	650.00	111.67	60.25
14	S 67°19'05"	120.00	111.67	60.25

HEALTHPARK FLORIDA WEST

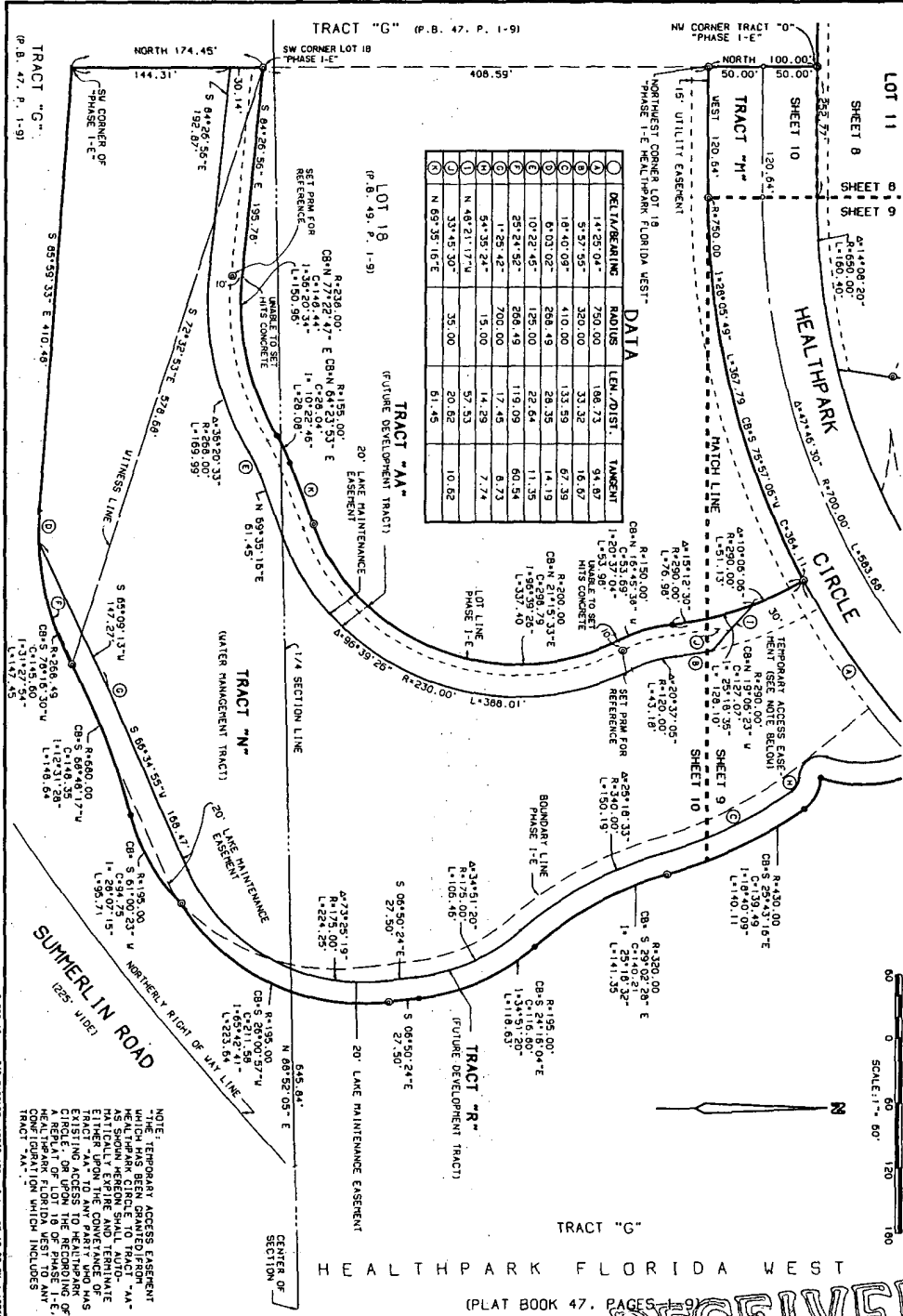
(PLAT BOOK 47, PAGES 1-9)

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

PHASE I-F
HEALTH PARK FLORIDA WEST

A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS 1-9) AND A PORTION OF UNPLATED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL



PHASE 1-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034.000

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COMMUNITY DEVELOPMENT

PHASE I-F
HEALTH PARK FLORIDA WEST

DESCRIPTION

PART 1

PHASE 1-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034.000

DESCRIPTION CONTINUED:

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COMMUNITY DEVELOPMENT

PHASE I-F
HEALTH PARK FLORIDA WEST

A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.

DESCRIPTION CONTINUED:

FEET: THENCE RUN S 16° 35' 49" E FOR 57.46 FEET;

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PART 2

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DESCRIPTION CONTINUED:

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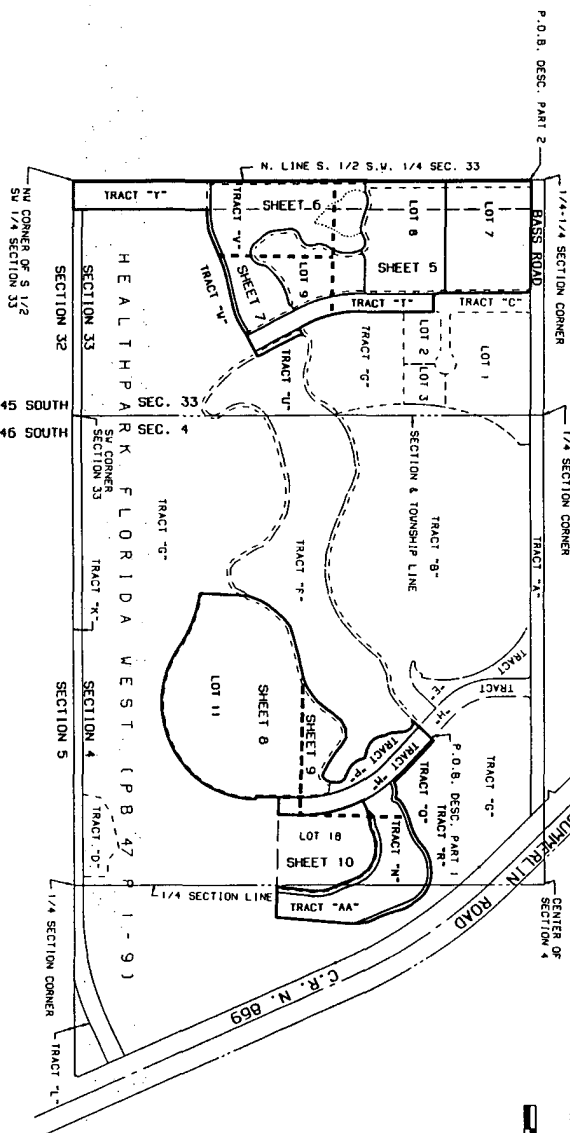
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COMMUNITY DEVELOPMENT

PHASE I-F HEALTHPARK FLORIDA WEST

PLAT BOOK 53 PAGE 84
SHEET 4 OF 10

A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS. 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.

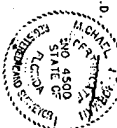


CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST, A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS. 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL. WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SURVEY DATA COMPILED WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, HAVE BEEN DETAINED AT THE LOCATION SHOWN ON THIS PLAT.

DONE THIS 11th DAY OF NOVEMBER, 1993 A.D.

Michael J. Johnson
MICHAEL J. JOHNSON
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4500



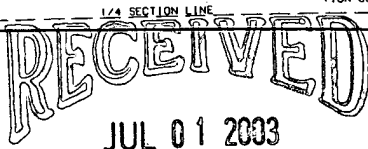
NOTES

1. BEARINGS SHOWN ARE PLANE COORDINATE FOR THE FLORIDA WEST ZONE BASED ON TIES TO FOOT CENTERLINE SURVEYS FOR SECTIONS 32, 33, 4, AND 5.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. UNDEVELOPED CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.
4. P.O.B. = POINT OF BEGINNING.
5. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
6. P.B. = PLAT BOOK.
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BOOK 53 P

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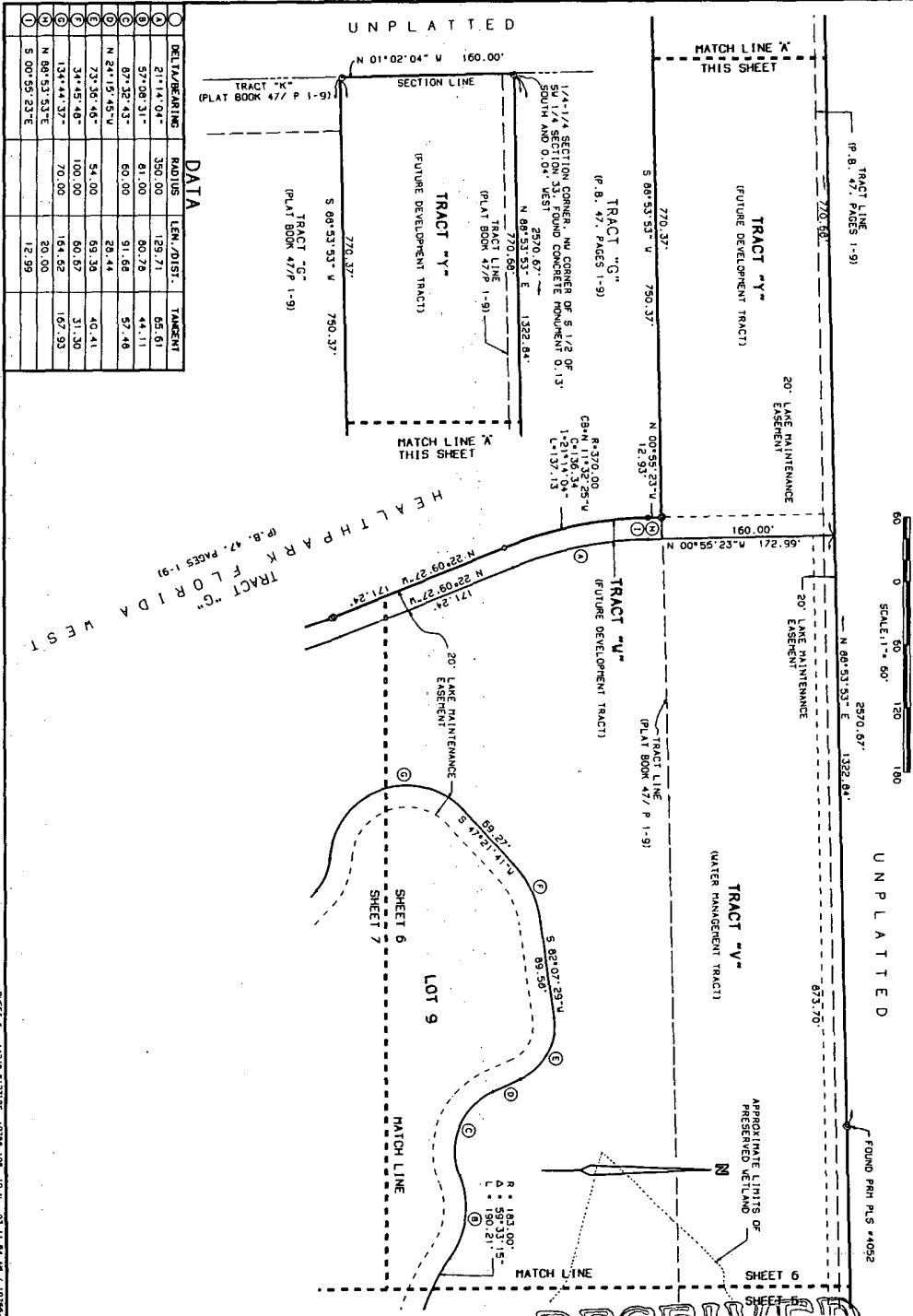
COMMUNITY DEVELOPMENT

PHASE 1-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034.000

PHASE I-F HEALTHPARK FLORIDA WEST

PLAT BOOK 53, PAGE 16
SHEET 6 OF 10

A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.



DATA

NO.	BEARING	DIST.	AREA	PERCENT
1	N 01° 02' 04" W	160.00'	129.71	65.01
2	S 00° 53' 53" E	750.37'	60.76	44.11
3	N 00° 55' 55" E	132.84'	91.68	57.46
4	N 24° 15' 45" W	80.00'	28.44	18.41
5	N 73° 35' 45" W	54.00'	69.38	40.41
6	N 34° 45' 45" W	100.00'	60.67	31.30
7	N 134° 44' 37" W	70.00'	164.52	107.93
8	N 88° 53' 53" E	20.00'	12.99	8.41
9	S 00° 55' 23" E	12.99'		

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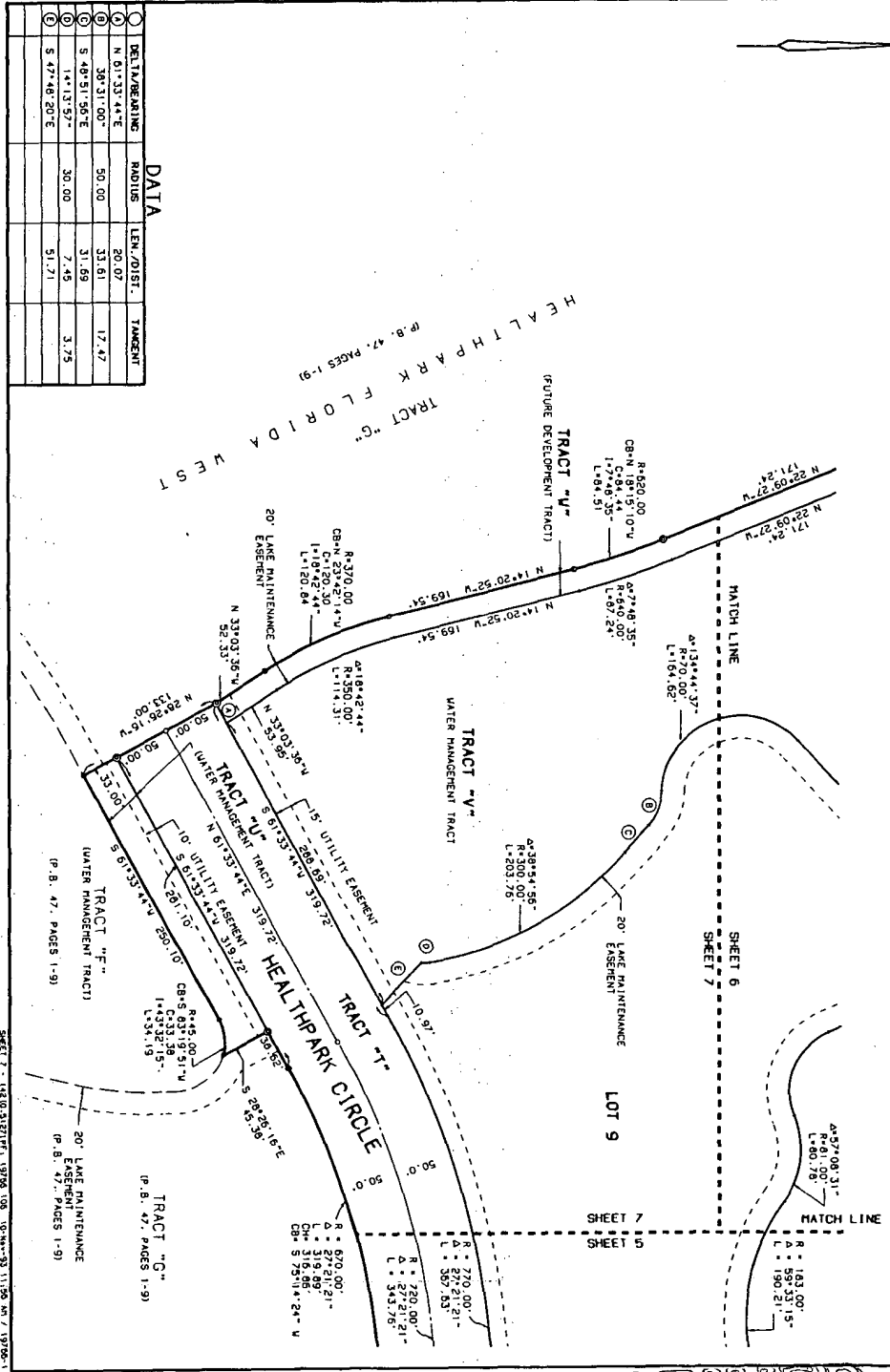
COMMUNITY DEVELOPMENT

JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
FORT MYERS, FLORIDA

PHASE I-F HEALTHPARK FLORIDA WEST

PLAT BOOK 53 PAGE 87
SHEET 7 OF 10

A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS. 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.



DATA

Δ	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
1	N 01°33'44"E	20.07		17.47
2	S 30°31'00"W	50.00	33.61	
3	S 48°51'56"E		31.69	
4	S 48°51'56"E	30.00	7.45	3.75
5	S 47°48'20"E		51.71	

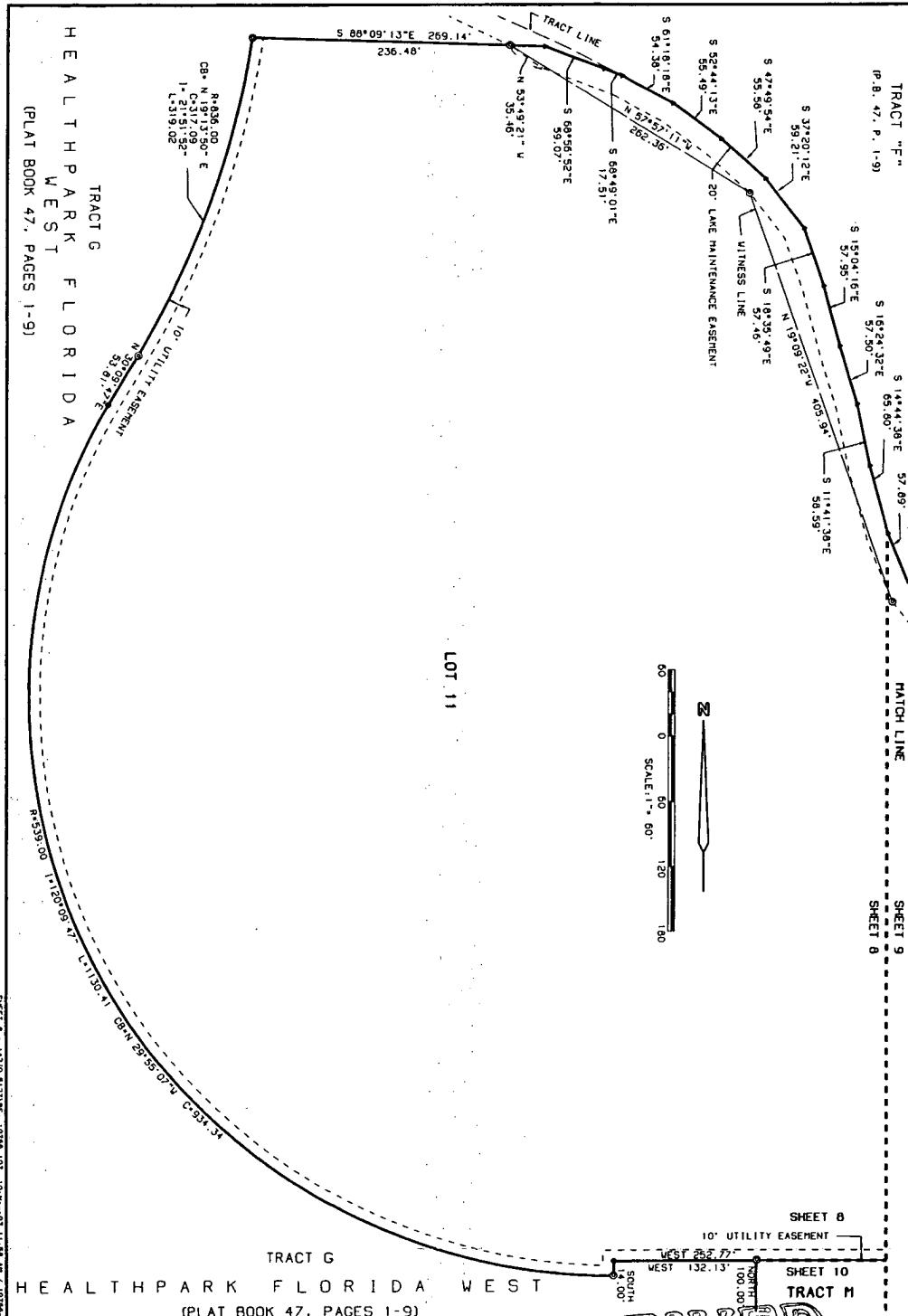
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COMMUNITY DEVELOPMENT

PHASE I-F
HEALTHY ARK FLORIDA WEST

A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.

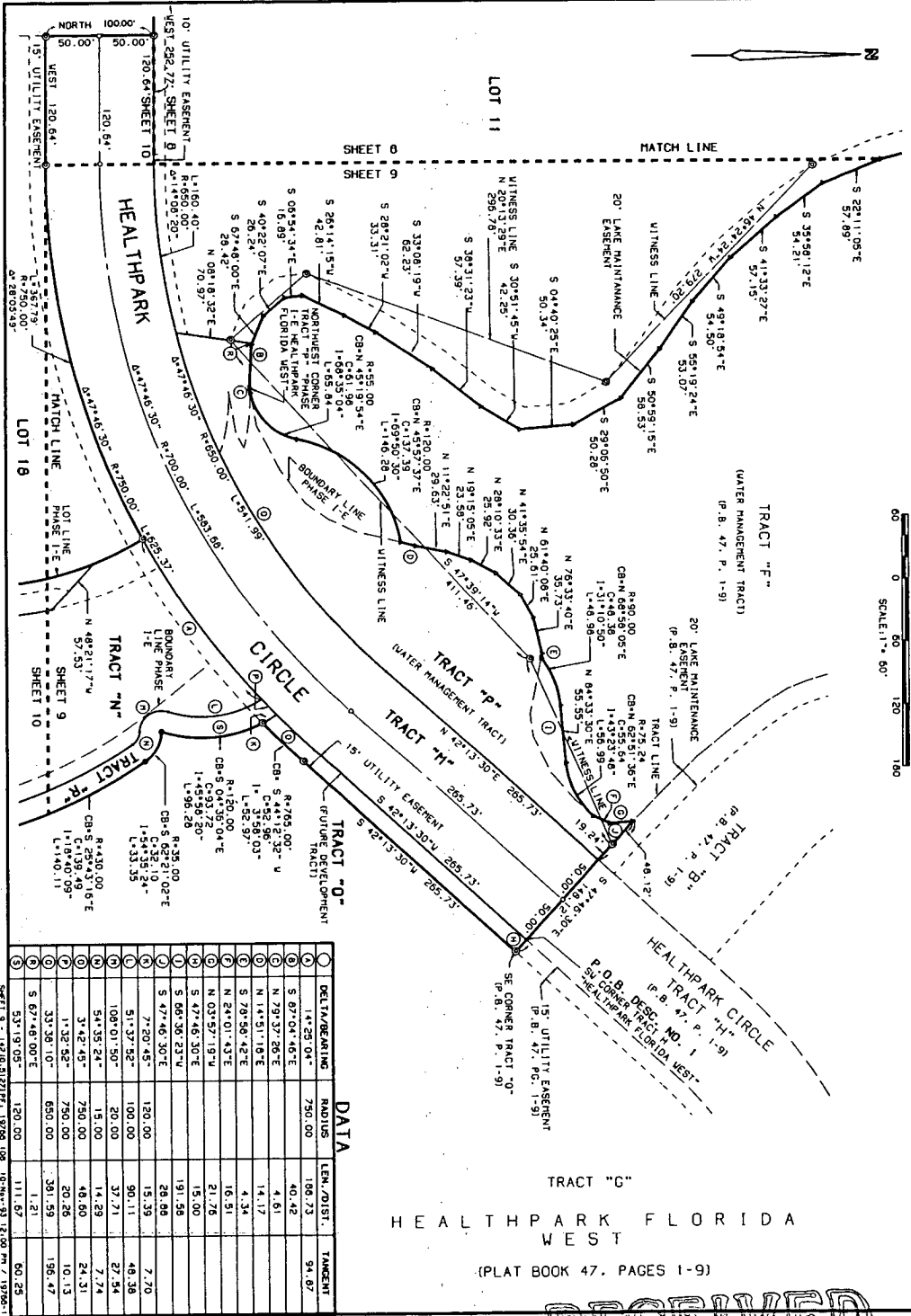


PHASE 1-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034.000

RECEIVED
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COMMUNITY DEVELOPMENT

PHASE I-E HEALTHPARK FLORIDA WEST

A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS. 1-9) AND A PORTION OF UNPLATTED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.



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COMMUNITY DEVELOPMENT

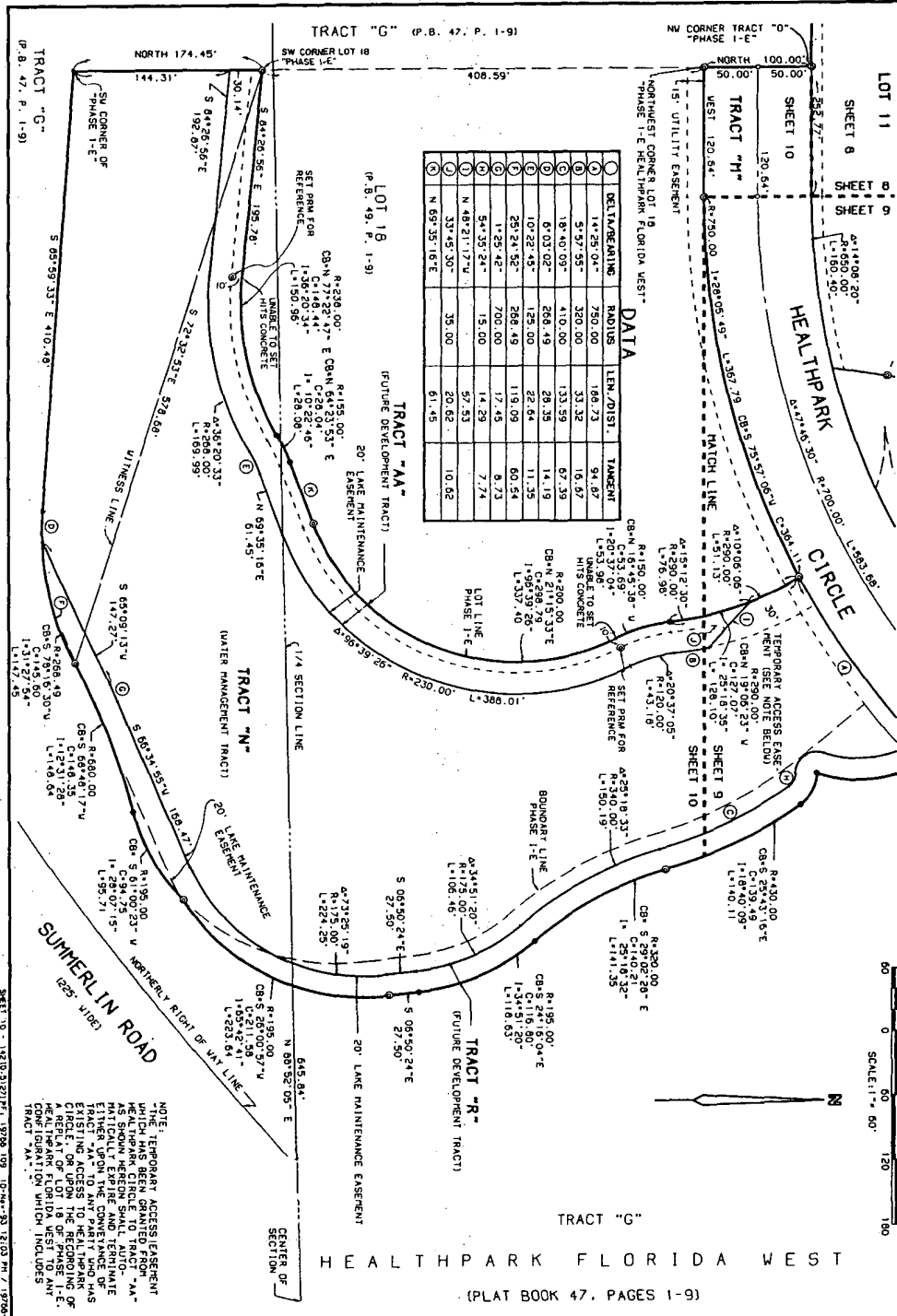
PHASE I-E
HEALTHPARK FLORIDA WEST
REPLAT OF PHASE I-E
ORDER NO. 93-09-034.000

DATA

TRACT/BEARING	RADIUS	LEN./DIST.	TANGENT
1-25.04°	750.00	106.73	94.07
2-67.04°46'E		40.42	
3-79.37°56'E		4.61	
4-14.51°10'E		14.17	
5-78.56°42'E		4.34	
6-24.01°43'E		16.51	
7-03.97°19'W		21.76	
8-43.72°50°		15.00	
9-47.46°30'W		191.56	
10-60°30'30'W		26.66	
11-47.46°30'E		120.00	7.70
12-7.20°45°		15.39	48.36
13-51°37'52"		37.71	27.54
14-108°01'50"		100.00	14.28
15-54°35'24"		15.00	48.60
16-3°42'45"		750.00	24.31
17-1°32'52"		750.00	10.13
18-33°36'10"		650.00	391.59
19-67°46°00'E		120.00	11.67
20-53°19'05"		111.67	60.25

PHASE I-F
HEALTHPARK FLORIDA WEST

A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34) & PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS 1-9) AND A PORTION OF UNPLATED LANDS IN SEC. 33, TWP. 45 S., RGE. 24 E., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.



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COMMUNITY DEVELOPMENT

DATE: 05/11/2010

SHEET 3 OF 6



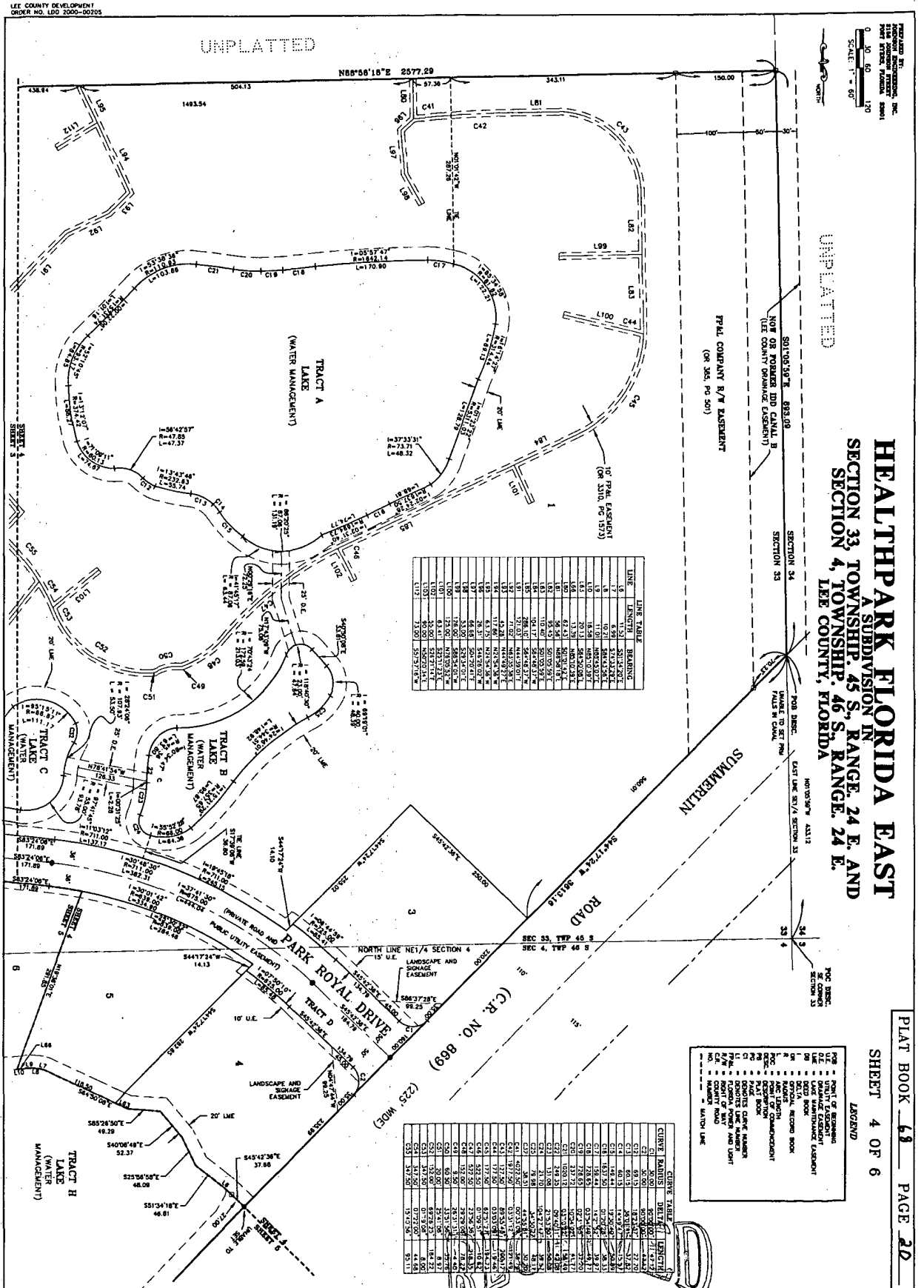
SHEET 4 OF 6

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POS	POINT OF BEGINNING
UE	UTILITY EASEMENT
OLE	ORANGE EASEMENT
LEE	LEE HANDBOOK EAST
DB	DEED BOOK
DELTA	DELTA
RE	REPTAL RECORD BOOK
LN	LINE LENGTH
LOC	POINT OF COMMUNICATION
DESC	DESCRIPTION
PLAT	PLAT BOOK
PAID	PAYEE
CI	CONTOUR CLINE NUMBER
LI	DENOTES LINE NUMBER
PRAL	FLORIDA POWER AND LIGHT
N/W	CORNER OR WAY
CR	COUNTY ROAD
NO.	NUMBER
---	MATCH LINE

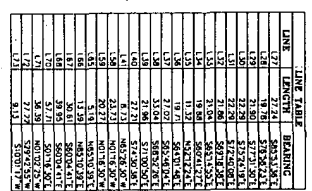
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COMMUNITY DEVELOPMENT



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C2	25.00	90°00.00'	38.271
C5	25.00	90°21.50'	38.313
C6	25.00	90°00.00'	38.271
C8	75.00	40°24.15'	38.271
C10	20.00	90°07.58'	1.653
C11	211.00	00°07.58'	50.441
C12	858.00	04°31.71'	75.551
C34	300.00	04°31.71'	75.551

COMMUNITY DEVELOPMENT



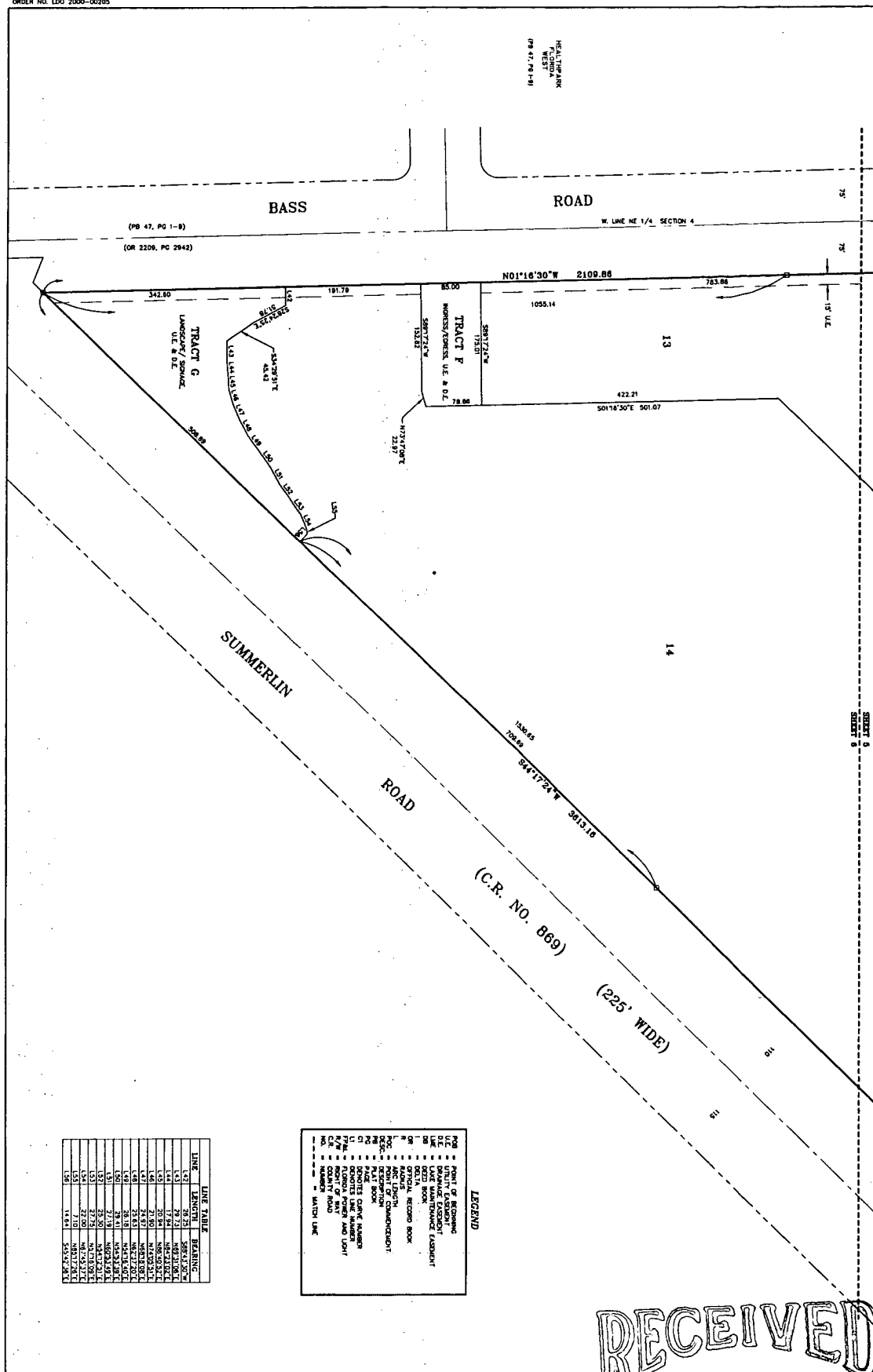
0 30 60 120
SCALE: 1" = 60'

HEALTH PARK FLORIDA EAST
A SUBDIVISION IN
SECTION 33, TOWNSHIP 45 S., RANGE 24 E. AND
SECTION 4, TOWNSHIP 46 S., RANGE 24 E.
LEE COUNTY, FLORIDA

PLAT BOOK 68 PAGE 22
SHEET 6 OF 6

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JUL 01 2003

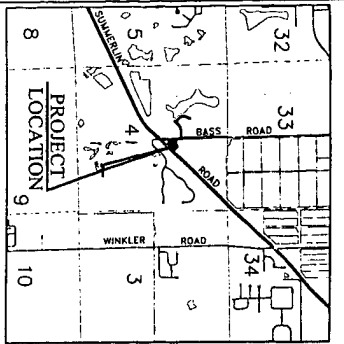
COMMUNITY DEVELOPMENT



LINE TABLE		
LINE	LENGTH	BEARING
447	79.73	S68°43'10"E
448	70.25	S68°43'10"E
449	70.25	S68°43'10"E
450	70.25	S68°43'10"E
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463	70.25	S68°43'10"E
464	70.25	S68°43'10"E
465	70.25	S68°43'10"E
466	70.25	S68°43'10"E
467	70.25	S68°43'10"E
468	70.25	S68°43'10"E
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470	70.25	S68°43'10"E
471	70.25	S68°43'10"E
472	70.25	S68°43'10"E
473	70.25	S68°43'10"E
474	70.25	S68°43'10"E
475	70.25	S68°43'10"E
476	70.25	S68°43'10"E
477	70.25	S68°43'10"E
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497	70.25	S68°43'10"E
498	70.25	S68°43'10"E
499	70.25	S68°43'10"E
500	70.25	S68°43'10"E

HEALTHPARK FLORIDA EAST 2002-1
A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G"
HEALTHPARK FLORIDA EAST
AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

JANUARY, 2003
JOHNSON ENGINEERING, INC.
FORT WORTH, FLORIDA



LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGAL DESCRIPTION

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COMMUNITY DEVELOPMENT

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED AND SUBMITTED TO THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS FOR RECORDATION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

SURVEYOR'S SEAL

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: HEALTHPARK FLORIDA EAST 2002-1
PRINT NAME: [Signature]



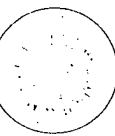
APPROVALS

THE PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, THIS 21st DAY OF JANUARY, 2003.
COMMISSIONER OF THE BOARD
PRINT NAME: [Signature]
COUNTY ATTORNEY
PRINT NAME: [Signature]
DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES DIVISION
PRINT NAME: [Signature]

5769680

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED AND SUBMITTED TO THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS FOR RECORDATION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

CLERK'S SEAL



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LEE MEMORIAL HOSPITAL, INC., A FLORIDA NON-PROFIT CORPORATION, BY ITS BOARD OF DIRECTORS, HAS DEEDED TO THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, FOR THE USE AND BENEFIT OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, AND FOR THE USE AND BENEFIT OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA.

A. TO THE PROPERTY, USE OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, AND FOR THE USE AND BENEFIT OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA.

B. EXCEPTORS ARE HEREBY GRANTED OVER AND ACROSS ALL UTILITY EXISTENTS SHOWN HEREON TO THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, AND FOR THE USE AND BENEFIT OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, AND FOR THE USE AND BENEFIT OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA.

LEE MEMORIAL HOSPITAL, INC.
D/W/A LEE HEALTHPARK RECORDS
BY: [Signature]
JOE T. BICKETT, CHAIRMAN AND CEO

ACKNOWLEDGMENT

I, [Signature], CLERK OF LEE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED AND SUBMITTED TO THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS FOR RECORDATION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

LANDLORD AND CONSENT

THE UNDERSIGNED LANDLORDS TO WHOM EASEMENT AND OVERLIE RIGHTS WERE GRANTED ON THE PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, DO HEREBY CONSENT TO THE REPLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.

LEE HEALTHPARK, INC.
D/W/A LEE HEALTHPARK RECORDS
BY: [Signature]
DOUGLAS A. BOSSON, PRESIDENT

ACKNOWLEDGMENT

THE CLERK OF LEE COUNTY, FLORIDA, HAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF JANUARY, 2003, THAT THE PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED AND SUBMITTED TO THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS FOR RECORDATION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND I AM AWARE OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

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LEE HEALTHPARK, INC.
D/W/A LEE HEALTHPARK RECORDS
BY: [Signature]
DOUGLAS A. BOSSON, PRESIDENT



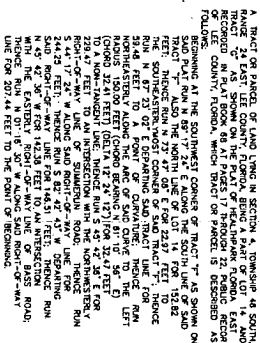


EXHIBIT-II-G

The Applicant will comply with the Declaration of Covenants, Conditions and Restrictions for
HealthPark Florida West

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DRI 2003-00003

Exhibit-II-G

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HEALTHPARK FLORIDA WEST

PREAMBLE

LEE MEMORIAL HOSPITAL, INC., a Florida non-profit corporation, d/b/a LEE HEALTHCARE RESOURCES, is the owner in fee simple of certain real property located in Lee County, Florida, known as "HealthPark Florida", a Development of Regional Impact ("DRI") pursuant to that certain Development Order #5-8586-63, dated June 8, 1987, as adopted by the Lee County Board of Commissioners, notice of which is recorded in Official Record Book 1944, pages 1362-1386, inclusive, Public Records of Lee County, Florida, (hereinafter collectively the "Development Order"). All relevant terms, conditions and covenants contained within the Development Order are herein incorporated by reference.

Declarant is required, under the provisions of the Development Order, to establish and maintain in perpetuity a Property Owner's Association for the purpose of implementing an on-going maintenance and monitoring program that does, among other material things, inspect, maintain and sample the surface water management system during and after the development of the area known as HealthPark Florida West. Declarant further desires to come into compliance with all existing South Florida Water Management District regulations.

Further, for the purpose of enhancing and protecting the value, attractiveness and desirability, both from an economic and aesthetic perspective, of the lots or tracts constituting HealthPark Florida, or parts thereof, Declarant hereby declares that all of the real property described on the plat for HealthPark Florida West, recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, at Plat Book 47, pages 1 through 9, inclusive, and each part thereof shall be held, sold, leased, developed and conveyed expressly subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. To the extent any parcel of land lying within the boundaries of the lands described on Exhibit "A" has been heretofore conveyed by Declarant, the consent of the respective fee owners of said parcels herein shall serve to bind such parcels to these Covenants, Conditions and Restrictions. Specifically, the Hospital Board of Directors of Lee County, a Special Use District of the State of Florida, created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, joins in and consents to this Declaration of Covenants, Conditions and Restrictions by its execution hereof.

ARTICLE I - DEFINITIONS.

Section 1.1: "Association" shall mean and refer to HealthPark Florida Property Owner's Association, Inc., a Florida non-profit corporation", its successors and assigns.

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Section 1.2: "Common Area" shall mean and refer to all real and personal property owned by the Association or the Declarant for the common use and enjoyment of the owners, exclusive of any Lot. The Common Area to be owned by the Association at the time of conveyance of the first lot includes, but is not limited to, the following: All areas of land which are designated by Declarant herein to be devoted to the common use and enjoyment of the Association members, including, but not limited to, surface water management system, including all lake and retention areas, catch basins, outfall structures, drainage ditches and pipes, and conveyance swales, except such structures as may be used for any individual lot drainage system within any lot boundary; the sidewalks, bike paths and roadways within HealthPark Florida; the landscaping, irrigation, lighting and utility systems lying within the boundaries of HealthPark Florida (which are outside the boundaries of any Lot); all conservation and landscape easement areas lying within the boundaries of HealthPark Florida; entranceways and entry features; graphic system; security system, including gatehouse; and recreational system.

Section 1.3: "Declarant" shall mean LEE MEMORIAL HOSPITAL, INC., d/b/a Lee Healthcare Resources, its successors and assigns. Lee Health Ventures, Inc. shall be deemed to be an authorized agent of Declarant.

Section 1.4: "Lot" shall mean any lot, tract or portion of land, with the exception of the common area, which is or has been conveyed or leased by Declarant, lying within the boundaries of the Plat for HealthPark Florida West as described on the first page hereof for the purpose of building or development.

Section 1.5: "Maintenance" shall mean the exercise of reasonable care to keep the common area Lots and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free and insect-free environment for optimum plant growth.

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Section 1.6: "Member" shall mean every person or entity who holds membership in the Association.

Section 1.7: "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 1.8: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 1.9: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any lot which is a part of HealthPark Florida West, but shall not include those holding title merely as security for performance of an obligation.

Section 1.10: "Property" shall mean the real property described on Exhibit "A" attached hereto, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 1.11: "Design Review Committee", (hereinafter referred to as "DRC"), shall be composed of not less than three (3) individuals so designated from time to time by the Declarant, who shall have the powers and duties as set forth herein. After the Declarant has conveyed the last developable Lot in HealthPark Florida property, the members of the DRC shall be designated from time to time by the Association.

Section 1.12: "Design Guidelines" and "Design Standards" shall mean and refer to the quality and character specifications prepared by the Declarant. Such Design Guidelines and Design Standards may be modified or amended from time to time in the future by Declarant in its sole discretion (subject to any necessary approval and/or changes by any regulatory authorities of the County of Lee, or other governing body) and shall be binding upon all Owners and Occupants of HealthPark Florida West. All purchasers and owners of Lots within HealthPark Florida West shall be bound and obligated unconditionally to develop their property within the limits imposed by and in conformance with the Design Guidelines and Design Standards, Development Plan and

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thresholds set forth therein. As to all congregate living facilities, residential nursing facilities or similar development, specific approval of the gross density of same shall be required from the DRC. Said Design Guidelines, Design Standards and Development Plan are on file with Declarant and are made a part hereof by this reference.

Section 1.13: "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs, and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement. Improvements shall also be deemed to include that area of any owner's property lying between the water level and the top of any adjoining land, which area the Association shall have the right to maintain for owners and assess owners accordingly in the event that owner does not properly maintain such area.

ARTICLE II
MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 2.1: Membership. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The Declarant shall be a member of the Association so long as it shall hold title to at least one (1) Lot or undeveloped parcel at HealthPark Florida West.

Section 2.2: Classes of Membership. The Association shall have two classes of voting members as follows:

Class A - Class A members shall be all Lot owners, with the exception of Declarant. Each Lot owner shall be entitled to cast a vote either in person or by proxy, in accordance with the percentage vote appurtenant to such Lot, at all special or annual meetings of Lot owners. The percentage vote for each Lot shall be determined by allocating one (1) vote for each .001 (rounded off to the nearest thousandth) of common interest attributable to said Lot, based on a fractional formula wherein the numerator is the total number of square feet contained in the Lot and the denominator is the total number of square feet contained in the aggregate of all of the Lots lying within the property. The total numerical percentages assigned to each Lot at HealthPark Florida are identified on Schedule "A" attached hereto and made a part hereof by reference. If any Lot shall be

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subdivided (which shall be done only with Declarant's prior written approval), each subdivided Lot shall be entitled to vote on the same basis, applying the same numerical formula. When more than one person or entity holds an interest in any particular Lot, all such persons or entities shall be members of the Association and the vote for such Lot shall be exercised by one (1) representative as they may determine among themselves.

Class B - The Class B member shall be Declarant, who shall be entitled to exercise a multiple of three (3) times the weighted vote allocated to each Lot. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or when ninety (90%) percent of the property described in the DRI for HealthPark Florida on file with Lee County have been sold by Declarant, whichever first occurs.

ARTICLE III - ASSESSMENTS

Section 3.1: Lien and Personal Obligation of Assessments.

Declarant hereby covenants for each Lot within the property, and each owner of a Lot is hereby deemed to covenant by acceptance of his deed or such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (a) annual assessments; and (b) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with those additional costs and charges set forth in subSection 3.8 of this Article, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment shall also be the personal obligation of the person or entity who owned the Lot at the time the assessment fell due, and, in addition, such obligation shall run with the land and pass to the successors in title of such person or persons unless expressly waived by Declarant.

Section 3.2: Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the improvement and maintenance of the common areas and of the improvements situated within HealthPark Florida. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

A. Maintenance and repair of the common area easements, and appurtenances, subject to all then current Lee County Ordinances.

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B. Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area (but not for any individual Lot).

C. Acquisition of personalty and equipment for the common area as may be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for maintenance and use of the common areas.

D. Operation and maintenance of the surface water management system, and all components thereof.

E. Hazard and flood insurance (if applicable) covering the full insurable replacement value of the common area with extended coverage.

F. Liability insurance insuring the Association against any and all liability to the Public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

G. Workmen's compensation insurance to the extent necessary to comply with Florida law, and any other insurance deemed necessary to the Board of Directors of the Association.

H. A standard fidelity bond covering all members of the Board of Directors of the Association and the DRC and all other employees of the Association in an amount to be determined by the Board of Directors.

I. Providing of services for and to the common good of the property, including but not limited to, fire protection, mosquito control, recreational services and security services.

J. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper, in the opinion of the Board of Directors of the Association, for the operation of the common areas, for the benefit of Lot owners, or for the enforcement of these restrictions.

and prior encumbrances and interest thereon; but also such claim of lien shall include such additional assessments which accrue from the first non-payment to which the claim of lien relates to the entry of a judgment in favor of the Association with respect to such lien. Such claims of lien shall be signed and verified by an officer or authorized agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. If the assessment is not paid within fifteen (15) days after the due date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the due date thereof at the highest rate permitted under Florida Law, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot in the same manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner, and there shall be included in the amount of such assessment interest, court costs, and a reasonable attorney's fee, including appellate fees, if any.

Section 3.9: Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to the recording of a Certificate of Title or deed in lieu of foreclosure evidencing such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.10: Exempt Property. The Board of Directors of the Association shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein

provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. As Common Area as defined herein;
- C. As property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE IV - PROPERTY RIGHTS

Section 4.1: Owner's Easements of Enjoyment. Every owner of a Lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

- A. The right to suspend the voting rights of any owner for periods during which assessments against his Lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for any material uncured infraction of the published rules and regulations of the Association.
- B. The right to dedicate or transfer all or any part of the common area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been duly recorded.
- C. The right of Declarant, or its successor, to plat the property or any part thereof.
- D. The right of the Association to adopt, amend or enforce this Declaration, the Articles and By-Laws of the Association, the Design Guidelines, Design Standards and Rules and Regulations governing the use and enjoyment of common areas.

Section 4.2: Delegation of Use. Subject to such limitations as may be imposed by the By-Laws, each owner may delegate

his right of enjoyment in and to the common areas and facilities to tenants, licensees, and invitees.

Section 4.3: Easements of Encroachment and Temporary Maintenance/Repair. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is otherwise in accordance with the terms of this Declaration and for temporary maintenance and repair of buildings and improvements, where entry onto such adjacent Lot of common area becomes reasonably necessary to accomplish such maintenance or repair. Such easement shall exist to a distance of not more than one (1) foot (for encroachments) and ten (10) feet (for temporary maintenance/repair) as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of the owner of the Lot attempting to assert said easement.

Section 4.4: Other Easements.

(a) Easements and cross-easements for roadways, installation and maintenance of utilities and drainage facilities are described specifically on the Plat for HealthPark Florida West described herein. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction or flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the owner of such Lot, except for improvements for which a public authority or utility company is responsible for maintenance or those improvements for which the Association is responsible as set forth herein.

All Lot owners shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the common area and buildings to be erected upon the Lots. All Lot owners shall use their best efforts to cause such utility and service lines to be installed prior to the

paving of any roadways or parking areas lying within the common area. No such lines, sewers, utilities, or services of one lot owner shall be installed within the Lot boundaries of another Lot owner's parcel.

(b) No structure or obstruction of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

(c) Each lot owner hereby grants to all other Lot owners, and to their customers, invitees, licensees, tenants and employees, a non-exclusive easement for roadways, walkways, ingress and egress, parking and motor vehicles, loading and unloading, and the use of facilities installed for the comfort and convenience of said customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the lots. Each Lot owner shall use reasonable efforts to insure that customers licensees and and invitees shall not be permitted to park on the common areas. Further, each Lot owner shall use reasonable efforts to insure that employees shall not park on the common areas, except in areas which may be designated by Declarant as "employee parking areas".

(d) In the event that it shall become practicable to so do, Declarant may, in its sole discretion, dedicate cross-driveway easements over and across Lots in HealthPark Florida in favor of adjacent Lot owners and their respective customers, invitees, licensees, tenants and employees in order either to facilitate ingress and egress to any Lot from any adjacent Lot, or to decrease the traffic burden on the roadway system located within HealthPark Florida by the creation of partial or complete interconnecting driveways.

Section 4.5: Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any Lot at any

reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4.6: No Partition. There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy, provided that such a partition is otherwise permitted by Lee County development and zoning regulations.

Section 4.7: Future Easements. Each owner and its respective successors and assigns shall cooperate with the Association in the planning and granting of such other easements as may be reasonably necessary or desirable for the future development of HealthPark Florida and which shall not interfere with the present uses or future development of the site proposed to be encumbered by any such easement. The easements contemplated by this Section may include, without limitation, those for utilities, drainage, right-of-way, or other purposes reasonably related to the orderly development of HealthPark Florida.

ARTICLE V - USE RESTRICTIONS

Section 5.1: Health-Related Use. It is generally anticipated that each Lot within the property described on Exhibit "A" shall be used for health-related purposes or businesses of a supporting nature, unless specifically approved in writing by Declarant. Declarant hereby reserves unto itself and its successors the right to prior approval or denial of any non-health related use, which shall be determined in Declarant's sole discretion. Specifically, all land uses at HealthPark Florida shall be subject to the Design Guidelines and Design Standards set forth in Article IX herein.

Section 5.2: Prohibited Activities. No noxious or offensive activity shall be carried on in or on any Lot. No activity carried on within any Lot shall produce or cause a nuisance to adjoining Lots or the common area, including, but not limited to the serving of alcoholic beverages, excessive vibration or sound, electromechanical or electromagnetic disturbance, radiation, discharge or storage of toxic or hazardous waste materials, air or water

pollution, dust emission, or excessive odor, unless such activity is approved in writing by the DRC. Excessive traffic hazards or congestion shall not be permitted.

Section 5.3: Use of Waterways. Lakes, ponds and other water retention areas within HealthPark Florida West are for the exclusive use of the owners and tenants of the property. In no event, shall any such lake or pond be used for swimming, bathing, boating or other recreational purposes, other than as may be specifically approved by the Association.

Section 5.4: Sidewalks. It is intended that a sidewalk system be installed allowing pedestrian movement along roads. Such sidewalks, whether located in right of way or on site, shall be designed in accordance with the Design Guidelines and Design Standards and constructed at the same time as improvements, along all roadways adjacent to an Owner's Lot, at the Owner's expense.

Section 5.5: Insurance Increases. Nothing shall be done or kept on a Lot or on the common area which would increase the rate of insurance on the common area without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his Lot or the common area which would result in the cancellation of insurance on any building or residence or on any part of the common area, or which would be in violation of any law.

Section 5.6: Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the common area, other than as may be specifically approved by the Association.

Section 5.7: Outbuildings. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be kept on any lot or used as a residence, either temporarily or permanently. Provided, however, that construction trailers shall exist only during the actual, reasonable time in which construction activities shall be carried on. All construction trailers shall be removed within fifteen (15) days after completion of construction or abandonment thereof.

Section 5.8: Consent of Association Required. Nothing shall be altered in, constructed on, or removed from the common area except with the prior written consent of the Association.

Section 5.9: Vehicle Storage. No owner of a Lot shall park, store, or keep any vehicle except wholly within the parking space designated therefor, and no owner shall park, store, or keep any truck, motorcycle, camper or recreational vehicle, boat, trailer, or aircraft (collectively "prohibited vehicles"), or any vehicle other than a private passenger vehicle on any uncovered parking space. More specifically, no prohibited vehicles may be parked on a driveway. In no event shall any truck larger than a 1/2 ton pickup be parked, stored, or kept in any parking space. Lot owners may provide parking for business related vehicles on site, provided appropriate screening is erected. No owner of a lot shall repair or restore any motor vehicle, whether or not a prohibited vehicles, on any portion of any Lot, or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle in any driveway in such a manner that the vehicle extends into the street. Provided, however, that owners of Lots may permit delivery trucks to park in service areas for reasonable periods of time, so long as such delivery trucks are conducting legitimate business and so long as service areas are reasonably concealed from public view.

Section 5.10: Remedies. In the event an owner of any Lot fails to maintain the premises and improvements situated thereon in a manner satisfactory to the DRC, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents, employees, and contractors, to enter any such Lot and to repair, maintain, and restore the Lot and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance, and restoration shall be added to and become a part of the assessment to which such Lot is subject.

Section 5.11: Declarant's Development Rights. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the property. The completion of that work, and the sale, rental or other disposition of lots is

essential to the establishment and welfare of HealthPark Florida. In order that such work may be completed, nothing in this Declaration shall be understood or construed to prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from:

(a) Doing on any part of the property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Constructing and maintaining on any part of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, and the disposition of Lots by sale, lease or otherwise.

(c) Conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, and of disposing of lots by sale, lease, or otherwise; or,

(d) Maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of Lots.

As used in this Section, the words "its transferees" specifically excludes purchasers of Lots improved for end use who would otherwise be subject to the provisions of these covenants and restrictions.

Section 5.12: Additional Rules and Regulations.

Declarant, or his successors and assigns, reserves the right to promulgate additional rules, regulations, covenants and use restrictions with respect to any property which may be contained within the boundaries of HealthPark Florida to assure the continuity of use of said property, as such use may finally be determined by Declarant. Declarant, or its successors or assigns, may further elect to create a Sub-Association to assess and collect maintenance fees for any lots or parcels which may lie within said property in substantially the same manner as set forth herein, so long as such assessments are not duplicative.

ARTICLE VI
OWNERS' OBLIGATION TO REPAIR AND REBUILD

If all or any portion of a building or the Improvements is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such building or Improvement in a manner which will restore it to not less than its appearance and condition at the time the plans and specifications were approved by the Design Review Committee for development. Restoration may be undertaken to any higher standard. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner. Provided, however, that in the event this paragraph shall be in conflict with the provisions of any mortgage or the provisions of any lease in excess of ten (10) years on any Lot, the provisions of such mortgage or lease shall control.

ARTICLE VII
DECLARANT'S RESERVED RIGHTS TO PROPERTY

Section 7.1: Extension of Covenants and Restrictions to Include Additional Property. The Declarant may, at any time, make subject to these Covenants and Restrictions other properties now or hereafter owned by the Declarant by executing an instrument, in writing, applying these Covenants and Restrictions to such other properties and by recording the instrument in the Public Records of Lee County, Florida.

Section 7.2: Withdrawal of Land. Declarant may, but shall have no obligation to, withdraw at any time or from time to time, portions of the land described in Exhibit "A" which remain unsold. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Lee County, Florida, a supplementary Declaration with respect to the lands to be withdrawn. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of land in HealthPark Florida.

Section 7.3: Platting and Subdivision Restrictions.

The Declarant shall be entitled, at any time and from time to time, to plat and re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 7.4: Public Roads - Easements. The Declarant reserves the right, from time to time hereafter, to delineate, plat, grant or reserve within the common area and the remainder of the HealthPark Florida property such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of HealthPark Florida (and from time to time to change the location of the same) free and clear of these Covenants and Restrictions and to dedicate the same to public use or to grant the same to any governing municipal or regulatory authority, including any appropriate public utility corporations.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1: Enforcement; No Waiver. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2: Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the property or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, sheriff's sale or otherwise.

Section 8.3: Duration. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by

the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional successive periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least seventy-five (75%) percent of the Lots.

Section 8.4: Termination and Modification. This Declaration, or any provision thereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the Owners of 75% of the Lots subject to these Covenants and Restrictions (excluding mortgagees and lessees) based on the number of acreage owned as compared to the total number of acreage subject to these Covenants and Restrictions (including the Common Areas); provided, however, that so long as Declarant owns at least ten (10%) percent of the Property subject to these Covenants and Restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant hereto. In addition, any amendment which would affect the surface water management system, including the water management portions of the Common Area, must have the prior written approval of the South Florida Water Management District. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Public Records of Lee County, Florida. No such termination, extension, modification or amendment shall affect any plans, specifications or use therefor approved by Declarant or the DRC or any improvements theretofore or thereafter made pursuant to such approval.

Section 8.5: Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any person, corporation, or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent, in writing, to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and

govern and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time the Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these Covenants and Restrictions may be terminated, extended, modified or amended hereunder. The Declarant may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements, and estates reserved to it by this Declaration to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing and recorded in the Public Records of Lee County, Florida, and the assignee shall join therein for the purpose of evidencing its acceptance of the same. Such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Declarant and the Declarant shall automatically be released from such responsibility.

Section 8.6: Mutuality, Reciprocity, Runs with Land.

All covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot and shall create reciprocal rights and obligations between all grantees of said Lots and other properties, their heirs, successors, personal representatives and assigns, and, shall as to the Owner of each Lot, his heirs, successors, and personal representatives and assigns, operate as covenant running with the land for the benefit of all other Lots.

Section 8.7: Benefits and Burdens. The terms and

provisions contained in this Declaration of Covenants and Restrictions shall bind and inure to the benefit of the Declarant as well as the Owners of all Lots located within the HealthPark Florida West Property, and the Owners of additional property made subject to this Declaration of Covenants and Restrictions and their respective heirs, successors, personal representatives and assigns.

covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

Section 8.13: Captions. The captions, section number and article numbers appearing in this Declaration of Covenants, Conditions and Restrictions are inserted only as a matter of convenience and in no way limit, construe or describe the scope of intent of such portions or articles of this Declaration, nor in any way modify or affect this Declaration.

Section 8.14: Declarant's Rights. Declarant may retain legal right to said common area so long as it owns at least one (1) Lot or parcel of property within HealthPark Florida West, or the Declarant may, at its option, reserve easement and control rights as hereinafter set forth relative to the same. In the event the Declarant retains title to said common area, then on or before conveyance by the Declarant of the last Lot which it owns in HealthPark Florida West, Declarant shall convey title to the Common Area to the Association subject to these restrictions, conditions, covenants and easements.

ARTICLE IX - DESIGN REVIEW

Section 9.1: Creation of Design Review Committee:

The Board of Directors of the Association shall appoint a Committee to be known as the Design Review Committee (the "DRC"). The DRC shall consist of not less than three (3) individuals who shall serve at the pleasure of the Board. Members of the DRC do not have to be members of the Association in order to serve thereon. Any number of members in excess of three (3) shall be permitted at the discretion of the Board. Such members may or may not be officers or directors of the Association.

Section 9.2: Necessity of Design Review and Approvals.

No Improvement of any kind shall be commenced, constructed, erected, placed, altered or maintained upon any Lot, nor shall any addition, change, or alteration thereon or thereof be made, nor shall any subdivision platting or replatting of any Lot be made until plans and specifications with respect thereto, in manner and form satisfactory to the DRC showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping,

traffic engineering, number and size layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by the DRC have been submitted in writing under the signature of the Owner of the Lot or the Owner's authorized agent, all of which shall be in accordance with Section 3 below. Approval shall be based, among other things, upon: (i) the adequacy of building site dimensions; (ii) the conformity and harmony of exterior design with neighboring structures; (iii) the effect of location and use of Improvements on neighboring Lots; (iv) the intended operations and uses which shall be consistent with the use limitations set forth herein; (v) the relation of the Improvements with the topography; (vi) the grade and finished ground elevation of the Building Site being improved to that of neighboring Lots; (vii) proper facing of main elevation with respect to nearby streets; and (viii) the conformity of the plans and specifications with the Design Guidelines and Design Standards. The DRC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 9.3: Design Guidelines and Design Standards.

The DRC shall review and approve all site and building plans for all lots prior to submittal for any development order or building permit. The DRC shall enforce all design and development review standards.

All development of any kind shall be in accordance with the Design Guidelines and the Design Standards promulgated by the Declarant, or its successors and assigns, from time to time, which shall be at all times available for inspection at the offices of Declarant. Such Design Guidelines and Design Standards shall include, but not be limited to, general guidelines, site development guidelines, design review standards, architectural guidelines, and such other design or development criteria as may be deemed pertinent to maintain the integrity of HealthPark Florida.

Section 9.4: Powers and Duties of DRC. The DRC shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments

to the Design Guidelines and Design Standards. Any modifications or amendments to the Design Guidelines and Design Standards shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association, and are approved, in writing, by the Declarant. Notice of any modification or amendment to the Design Guidelines or Design Standards, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Design Guidelines or Design Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To approve or disapprove any improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the property in HealthPark Florida, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. All decisions of the DRC shall be submitted, in writing, to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under the seal by the President or Vice President of the Association. Any party aggrieved by a decision of the DRC shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for review thereof. The determination of the Board, upon reviewing any such decision, shall in all events be final and dispositive upon all parties.

C. To adopt a schedule of reasonable fees for processing requests for DRC approval or proposed improvements. Such fees, if any, shall be payable to the Association in cash, at the time that plans and specifications are submitted to the DRC. In the event such fees, as well as any other costs or expenses of the DRC pursuant to any other provisions of this Article, are not paid by the Owner seeking review and approval, they shall become a lien of the Association on the property, pursuant to Article III hereof.

D. To retain professional advisors such as attorneys, architects and engineers as may be necessary in the exercise of its powers.

E. To perform such incidental acts as may be necessary or desirable in the effective exercise of its powers.

Section 9.5: Liability. Neither the DRC, Declarant nor the Association, or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action or suit against the DRC or Declarant to recover any such damages.

Section 9.6: Limitation of Action. Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of issuance of a building permit by the appropriate governmental authority for any improvement or three (3) months after the completion of any improvement, whichever last occurs, said improvement shall be deemed to be in compliance with all provisions of this Article, unless record notice of such noncompliance or noncompletion, executed by the Association, shall appear of record in the Public Records of Lee County, Florida, or unless legal proceedings shall have been instituted to enforce such compliance or completion.

ARTICLE X
SOUTH FLORIDA WATER MANAGEMENT DISTRICT PROVISIONS

HealthPark Florida Property Owner's Association, Inc., a Florida non-profit corporation, has been formed by Declarant in compliance with Chapter 617, Florida Statutes. The primary purpose of said non-profit corporation is to operate and maintain common property, specifically the surface water management system as per permits granted by the South Florida Water Management District within the

HealthPark Florida project, including all lakes, retention areas, culverts, and related appurtenances. In connection with the requirements of said Agency, Association is specifically granted the following additional powers by Declarant:

- (a) To own and convey property;
- (b) To establish such rules and regulations as it may deem appropriate or as may be required by the South Florida Water Management District;
- (c) To sue and be sued;
- (d) To assess members and enforce said assessments relating to operation and maintenance of common property;
- (e) To contract for services for operation and maintenance, if the said corporation deems outside services appropriate and feasible; and,
- (f) In the event of dissolution of said corporation, said corporation shall have the power to dedicate the operation and maintenance of the common areas, and specifically the surface water management system, to an appropriate agency of local government for purposes of operating and maintaining said common property in accordance with South Florida Water Management District requirements, or if not accepted by such local agency, then the surface water management system must be dedicated to a successor or similar non-profit corporation.

Any amendment affecting the surface water management system contained within the HealthPark Florida project, including the water management portions of the common areas, must first be submitted for prior approval to South Florida Water Management District.

ARTICLE XI - MAINTENANCE

Section 11.1: Maintenance Responsibilities. Owners and occupants of any Lot in HealthPark Florida West shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep their respective Lot, including buildings,

improvements, and grounds notwithstanding a dedication by easement for utility, drainage canals and water retention systems, ponds and lakes, or other purposes in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

A. Removing promptly all litter, trash, refuse and wastes.

B. Mowing lawn as often as the grass is more than three (3") inches high; if the property is unimproved, weeds must be kept cut below twelve (12) inches.

C. Pruning of trees and shrubbery.

D. Watering and fertilizing.

E. Keeping exterior lighting, signs and mechanical facilities in working order.

F. Keeping lawn and landscaped areas alive, free of weeds, disease and pests, and in an attractive appearance.

G. Keeping parking areas, driveways and roads in good repair. A regularly scheduled vacuum sweeping program shall be initiated and continued by each Lot Owner as a routine maintenance practice.

H. Complying with all governmental, health, police and fire requirements, statutes and regulations.

I. White striping and sealing of parking and driveway areas.

J. During construction, it shall be the responsibility of each Lot Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner, and that the common areas are kept free of unsightly accumulations and sedimentation.

K. Keeping all site irrigation and drainage systems in good repair and working order.

L. Repairing buildings and improvements so that no building or other improvement falls into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with the plans and specifications; and,

M. Painting of all exterior painted surfaces shall be done at least every five (5) years, unless a waiver is obtained from the DRC; provided, however, that the Association may require the repainting of any exterior painted surface if, in the sole discretion of the Association, such surface has become unsightly and is in need of repainting more often than every five (5) years.

Section 11.2: Enforcement. If, in the opinion of the Declarant and/or Association, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Declarant and/or Association may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Declarant and/or Association, through its authorized agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Declarant and/or Association for such cost. If such Owner or occupant shall fail to reimburse the Declarant and/or Association within thirty (30) days after receipt of a statement for such work from the Declarant and/or Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III and the Declarant and/or Association shall have

identical powers and rights in all respects, including, but not limited to, the right of foreclosure.

Section 11.3: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours.

EXECUTED the _____ day of _____, 19__.

LEE MEMORIAL HOSPITAL, INC.,
A Florida Non-Profit Corporation,
d/b/a Lee Healthcare Resources

As to the Declarant

By: _____ (SEAL)

Chairman
Declarant

HOSPITAL BOARD OF DIRECTORS OF
LEE COUNTY, a Special Use
District of the State of Florida

As to Hospital Board

By: _____
Chairman

(SEAL)

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____ as Chairman of LEE MEMORIAL HOSPITAL, INC., a Florida Non-Profit Corporation, d/b/a LEE HEALTHCARE RESOURCES, as Declarant, to me well known and known to me to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed and that he affixed the official seal of said corporation.

WITNESS my hand and official seal this _____ day of _____, 198__.

(NOTARY'S SEAL)

Notary Public
My Commission Expires: _____

RECEIVED
JUL 01 2003

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____ as Chairman of the HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY, to me well known and known to me to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 198__.

Notary Public

(NOTARY'S SEAL)

My Commission Expires: _____

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

N39929

ARTICLES OF INCORPORATION
OF

HEALTHPARK FLORIDA PROPERTY OWNER'S ASSOCIATION, INC., FLORIDA

FILED

1200 SEP -4 PM 4:15

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WE, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the "Association") is HEALTHPARK FLORIDA PROPERTY OWNER'S ASSOCIATION, INC.

ARTICLE II

The specific primary purposes for which the Association is formed are to provide maintenance, preservation, and architectural control of the lots and common areas within a certain mixed-use tract of real property known as "HEALTHPARK FLORIDA", described on Exhibit "A" attached hereto and made a part hereof by reference, and to promote the health, safety, and welfare of the owners within the above-described property and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have the following powers:

A. Perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the property and as may be amended from time to time.

B. Affix, levy, assess and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.

C. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

D. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3rds) of each class of members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members, including, but not limited to, dedication of conservation and landscape easements. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members agreeing to such dedication, sale or transfer.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of two-thirds (2/3rds) of each class of members.

G. Operate and maintain common property, specifically the surface water management system, as permitted by the South Florida Water Management District, including all lakes, ponds, retention areas, drainage ditches, culverts and related appurtenances.

H. Establish covenants and restrictions; rules and regulations; design guidelines; design standards; and similar regulations to preserve the economic and aesthetic integrity of the lots and common area.

I. Sue and be sued.

J. Contract for services to provide the services for operation and maintenance of common areas and common facilities.

K. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, or for such purposes for which the Association is organized.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association

will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee or equitable interest in any lot which is subject by covenants of record to assessment by the Association, excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

<u>NAME</u>	<u>ADDRESS</u>
Douglas A. Dodson	16201 Bass Road. Fort Myers, Florida 33908

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors who shall elect a President and Vice President (who shall at all times be members of the Board of Directors), and a Secretary and Treasurer. Such officers shall be appointed at the first meeting of the Board of Directors following each annual meeting of members.

The names of the officers who are to serve until the first appointment are:

<u>NAME</u>	<u>TITLE</u>
John T. Beckett	President
James R. Nathan	Vice President
Douglas A. Dodson	Secretary/Treasurer

ARTICLE VII

The number of persons constituting the first Board of Directors of the Association shall be three (3) and the names and addresses of the persons who shall serve as Directors until the first election are:

<u>NAME</u>	<u>ADDRESS</u>
Douglas A. Dodson	16201 Bass Road Fort Myers, Florida 33908
John T. Beckett	16201 Bass Road Fort Myers, Florida 33908
James R. Nathan	2776 Cleveland Avenue Fort Myers, Florida 33901

ARTICLE VIII

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3rds) of each class of members existing at the time of and present at such meeting, except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of members existing at the time of, and present at such meeting.

ARTICLE X

The Association shall have two classes of voting members as follows:

Class A: Class A members shall be all owners, with the exception of Declarant, as such term is defined in the Declaration, and shall be entitled to one (1) vote of each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B: The Class B member shall be the Declarant, as such term is defined in the Declaration, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

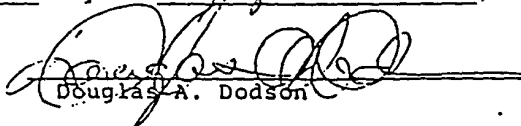
ARTICLE XI

On dissolution, the assets of the Association, and specifically, the property consisting of the surface water management system, shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purpose.

ARTICLE XII

The name and place of residence of the resident agent for service of process shall be: DOUGLAS A. DODSON, 16201 Bass Road, Fort Myers, Florida, 33908.

EXECUTED this 2nd day of August, 1990.

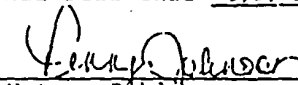

Douglas A. Dodson

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DOUGLAS A. DODSON, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of August, 1990.


Notary Public

(NOTARY'S SEAL)

Notary Public, State of Florida
My Commission Expires Dec. 13, 1991
Revised June 1990 by the Notary Public Association

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST--THAT Healthpark Florida Property Owner's Association, Inc. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY OF Fort Myers, COUNTY OF Lee, STATE OF Florida, HAS NAMED Douglas A. Dodson, LOCATED AT 16201 Bass Road, CITY OF FORT MYERS, COUNTY OF Lee, STATE OF Florida, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

HEALTHPARK FLORIDA PROPERTY OWNER'S
ASSOCIATION, INC.

Signature: *Douglas A. Dodson*
(Corporate Officer)
Title: Douglas A. Dodson
Secretary/Treasurer
Date: August 22, 1990

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Signature: *Douglas A. Dodson*
(Resident Agent)

Date: August 22, 1990

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COMMUNITY DEVELOPMENT

EXHIBIT "A"

DESCRIPTION

LYING IN SECTION 33, T. 45 S., R. 24 E.

AND

SECTION 4, T. 46 S., R. 24 E.

LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 6" X 6" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST RUN N 01 02'04"W ALONG THE COMMON LINE BETWEEN SECTION 33 AND SECTION 32 FOR 1324.87 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 33; THENCE RUN N 88 53'53"E ALONG THE NORTH LINE OF THE SOUTH HALF (S-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 33 FOR 2645.67 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 33 (ALSO BEING THE CENTERLINE OF BASS ROAD) (50 FEET WIDE); THENCE RUN S 01 02'25"E ALONG THE EAST LINE OF SAID FRACTION (ALSO BEING THE CENTERLINE OF BASS ROAD) FOR 1323.84 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST; THENCE RUN S 01 16'30"E ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW-1/4) OF SECTION 4 FOR 2183.78 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (C.R. NO. 869) (225 FEET WIDE); THENCE RUN S 44 17'25"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR 513.78 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE CURVED RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD TO THE RIGHT OF RADIUS 2754.79 FEET (DELTA 20 22'29") (CHORD BEARING S 54 28'38"W) (CHORD 974.47) FOR 979.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 64 39'53"W CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD FOR 1592.48 FEET TO A JOG IN THE RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD; THENCE RUN N 25 20'07"W ALONG SAID JOG FOR 10.00 FEET; THENCE RUN S 64 39'53"W ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD FOR 10.78 FEET TO AND INTERSECTION WITH THE WEST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST; THENCE RUN N 01 21'46"W ALONG SAID WEST LINE OF SECTION 4 FOR 1096.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 4; THENCE RUN N 01 21'19"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW-1/4) OF SECTION 4 FOR 2647.03 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CONTAINING 268.79 ACRES MORE OR LESS.

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COMMUNITY DEVELOPMENT

BY-LAWS OF

HEALTHPARK FLORIDA PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Non-Profit Corporation

ARTICLE I - NAME AND LOCATION

The name of the Corporation (hereinafter the "Association") is "HealthPark Florida Property Owners' Association, Inc., a Florida Non-Profit Corporation". The principal office of the Corporation shall be located at 16201 Bass Road, Fort Myers, Florida 33908, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS.

Section 2.1: "Association" shall mean and refer to "HealthPark Florida Property Owner's Association, Inc., a Florida non-profit corporation", its successors and assigns.

Section 2.2: "Common Area" shall mean and refer to all real and personal property owned by the Association or the Declarant for the common use and enjoyment of the owners, exclusive of any Lot. The Common Area to be owned by the Association at the time of conveyance of the first lot includes, but is not limited to, the following: All areas of land which are designated by Declarant herein to be devoted to the common use and enjoyment of the Association members, including, but not limited to, surface water management system, including all lake and retention areas, catch basins, outfall structures, drainage ditches and pipes, and conveyance swales, except such structures as may be used for any individual lot drainage system within any lot boundary; the sidewalks, bike paths and roadways within HealthPark Florida; the landscaping, irrigation, lighting and utility systems lying within the boundaries of HealthPark Florida (which are outside the boundaries of any Lot); all conservation and landscape easement areas lying within the boundaries of HealthPark Florida; entranceways and entry features; graphic system; security system, including gatehouse; and recreational system.

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Section 2.3: "Declarant" shall mean LEE MEMORIAL HOSPITAL, INC., d/b/a Lee Healthcare Resources, its successors and assigns. Lee Health Ventures, Inc. shall be deemed to be an authorized agent of Declarant.

Section 2.4: "Lot" shall mean any lot, tract or portion of land, with the exception of the common area, which is or has been conveyed or leased by Declarant, lying within the boundaries of the lands described on Exhibit "A" attached hereto for the purpose of building or development.

Section 2.5: "Maintenance" shall mean the exercise of reasonable care to keep the common area Lots and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free and insect-free environment for optimum plant growth.

Section 2.6: "Member" shall mean every person or entity who holds membership in the Association.

Section 2.7: "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 2.8: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 2.9: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any lot which is a part of HealthPark Florida, but shall not include those holding title merely as security for performance of an obligation.

Section 2.10: "Property" shall mean the real property described on Exhibit "A" attached hereto, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 2.11: "Design Review Committee", (hereinafter referred to as "DRC"), shall be composed of not less than

three (3) individuals so designated from time to time by the Declarant, who shall have the powers and duties as set forth herein. After the Declarant has conveyed the last developable Lot in HealthPark Florida property, the members of the DRC shall be designated from time to time by the Association.

Section 2.12: "Design Guidelines" and "Design Standards" shall mean and refer to the quality and character specifications prepared by the Declarant. Such Design Guidelines and Design Standards may be modified or amended from time to time in the future by Declarant in its sole discretion (subject to any necessary approval and/or changes by any regulatory authorities of the County of Lee, or other governing body) and shall be binding upon all Owners and Occupants of HealthPark Florida. All purchasers and owners of Lots within HealthPark Florida shall be bound and obligated unconditionally to develop their property within the limits imposed by and in conformance with the Design Guidelines, Design Standards, Development Plan and thresholds set forth therein. As to all congregate living facilities, residential nursing facilities or similar development, specific approval of the gross density of same shall be required from the DRC. Said Design Guidelines, Design Standards and Development Plan are on file with Declarant and are made a part hereof by this reference.

Section 2.13: "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs, and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement. Improvements shall also be deemed to include that area of any owner's property lying between the water level and the top of any adjoining land, which area the Association shall have the right to maintain for owners and assess owners accordingly in the event that owner does not properly maintain such area.

ARTICLE III - MEETINGS OF MEMBERS

Section 3.1: Annual Meetings. The first annual meeting of members shall be held within one (1) year from the date of incorporation of the Association or not later than thirty (30) days after fifty (50%) percent of the Lots have been sold, whichever occurs first. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at such time to be designated by Declarant in its notice. If the day for the annual meeting of members is a Saturday, Sunday or a legal holiday, the meeting will be held at the same hour on the next following day which is not a Saturday, Sunday or legal holiday.

Section 3.2: Special Meetings. Special meetings of members may be called at any time by the President, or the Board of Directors, by Declarant, or on written request of members who are entitled to vote one-fourth (1/4th) of all votes of the Class A membership.

Section 3.3: Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3.4: Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time,

without notice other than announcement at the meeting, until a quorum is present.

Section 3.5: Voting. Voting within each class of membership shall be as follows:

Class A - Class A members shall be entitled to cast a vote, either in person or by proxy, in accordance with the percentage vote appurtenant to such Lot, at all special or annual meetings of Lot owners. The weighted vote for each Lot shall be determined by allocating one (1) vote for each .001 (rounded off to the nearest thousandth) of common interest attributable to said Lot, based on a fractional formula wherein the numerator is the total number of square feet contained in the Lot and the denominator is the total number of square feet contained in the aggregate of all of the Lots lying within the property. The total numerical percentages assigned to each Lot at HealthPark Florida are identified on Schedule "A" attached to the Declaration of Covenants, Conditions and Restrictions for HealthPark Florida as the same may be amended from time to time. If any Lot shall be subdivided (which shall be done only with Declarant's prior written approval), each subdivided Lot shall be entitled to vote on the same basis, applying the same numerical formula. When more than one person or entity holds an interest in any particular Lot, all such persons or entities shall be members of the Association and the vote for such Lot shall be exercised by one (1) representative as the owner(s) thereof may determine among themselves.

Class B - The Class B member shall be Declarant, who shall be entitled to exercise a multiple of three (3) times the weighted vote allocated to each Lot. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or when ninety (90%) percent of the property described in the DRI for HealthPark Florida on file with Lee County have been sold by Declarant, whichever first occurs.

Section 3.6: Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing

and filed with the Secretary. Proxies shall be revocable, and the proxy of any Lot owner shall automatically terminate on conveyance of said Lot. There is no requirement that a proxy be a Lot owner; provided, however, that all proxies must be natural persons and may not be artificial entities.

ARTICLE IV
BOARD OF DIRECTORS - TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 4.1: Number. The affairs of the Association shall be managed by a Board of at least three (3) Directors who need not be members of the Association.

Section 4.2: Staggered Term of Office. At the first annual meeting, the members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years. At each annual meeting thereafter, the members shall elect one Director for a term of three (3) years.

Section 4.3: Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V
BOARD OF DIRECTORS - NOMINATION AND ELECTION

Section 5.1: Nomination. Nomination for election to the Board of Directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the Board of Directors and two or more members of the Association. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 5.2: Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions hereof and in the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
BOARD OF DIRECTORS - MEETINGS

Section 6.1: Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a Saturday, Sunday, or legal holiday, such meeting shall be held at the same time on the next following day which is not a Saturday, Sunday or legal holiday.

Section 6.2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.3: Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII
BOARD OF DIRECTORS - POWERS AND DUTIES

Section 7.1: Powers. The Board of Directors shall have the following powers and duties:

A. Perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the property and as may be amended from time to time.

B. Affix, levy, assess and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection

therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.

C. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

D. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3rds) of each class of members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members, including, but not limited to, dedication of conservation and landscape easements. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members agreeing to such dedication, sale or transfer.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of two-thirds (2/3rds) of each class of members.

G. Operate and maintain common property, specifically the surface water management system, as permitted by the South Florida Water Management District, including all lakes, ponds, retention areas, drainage ditches, culverts and related appurtenances.

H. Establish covenants and restrictions; rules and regulations; design guidelines; design standards; and similar regulations to preserve the economic and aesthetic integrity of the lots and common area.

I. Sue and be sued.

J. Contract for services to provide the services for operation and maintenance of common areas and common facilities.

K. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, or for such purposes for which the Association is organized.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.1: Enumeration of Offices. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors; a Vice President; a Secretary/Treasurer; and such other officers as the Board may from time to time by resolution create.

Section 8.2: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 8.3: Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 8.4: Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5: Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6: Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such

vacancy shall serve for the unexpired term of the officer he or she replaces.

Section 8.7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8: Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments; and shall co-sign all checks and promissory notes.

B. Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and the members; keep appropriate current records showing the members of the Association, together with their addresses; and perform such other duties as may be required by the Board or By-Laws.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which

documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX - COMMITTEES

The Association shall appoint a Design Review Committee, as provided in the Declaration of Covenants and Restrictions, and a nominating committee as provided in Article V of these By-Laws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X - ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments. Assessments for each Lot shall be determined based upon a fraction, the numerator of which shall be the total gross square footage of the building(s) (exclusive of outbuildings) constructed (or proposed to be constructed in accordance with the most recent site plan submitted to Declarant) upon the Lot and the denominator of which shall be the total usable gross square footage in HealthPark Florida, as the same may be amended from time to time in accordance with Lee County regulations. All assessments, whether special or annual, are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within fifteen (15) days after the due date, the assessment bears interest from the due date thereof at the highest rate permitted under Florida Law, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property in the same manner as foreclosing a mortgage. Interest, costs, and reasonable attorney's fees (including appellate fees, if any) of any such action shall be included in the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his lot.

ARTICLE XI - BOOKS AND RECORDS; INSPECTION

The books, records and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XII - CORPORATE SEAL

The Association shall adopt and keep a seal in circular form having within its circumference the name and year of the incorporation of the Association.

ARTICLE XIII - FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIV - AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of members, by vote of at least two-thirds (2/3rds) majority of a quorum of members present in person or by proxy.

ARTICLE X - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration of Covenants and Restrictions and these By-Laws, the Declaration shall control.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HEALTHPARK FLORIDA EAST
PREAMBLE

LEE HEALTH VENTURES, INC., a Florida corporation, d/b/a HEALTHPARK FLORIDA under Chapter 607, Florida Statutes, ("DECLARANT") and LEE MEMORIAL HOSPITAL, INC., a Florida Non-Profit Corporation, d/b/a LEE HEALTH VENTURES, ("LHR"), the owners in fee simple of certain real property located in Lee County, Florida, known as "HealthPark Florida East", part of a Development of Regional Impact ("DRI") pursuant to that certain Development Order #5-8586-63, dated June 8, 1987, as adopted by the Lee County Board of Commissioners, notice of which is recorded in Official Record Book 1944, page 1362, Public Records of Lee County, Florida, as amended in Official Record Book 2453 page 2408, (hereinafter collectively the "Development Order"). All relevant terms, conditions and covenants contained within the Development Order are herein incorporated by reference.

Declarant and LHR are required, under the provisions of the Development Order, to establish and maintain in perpetuity a Property Owners Association for the purpose of implementing an on-going maintenance and monitoring program that does, among other material things, inspect, maintain and sample the surface water management system during and after the development of the area known as HealthPark Florida East. Declarant further desires to come into compliance with all existing South Florida Water Management District regulations.

Further, for the purpose of enhancing and protecting the value, attractiveness and desirability, both from an economic and aesthetic perspective, of the lots or tracts constituting HealthPark Florida East, or parts thereof, Declarant and LHR hereby declare that all of the real property described on the plat for HealthPark Florida East recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, at Plat Book _____, pages _____ through _____, inclusive, and each part thereof shall be held, sold, leased, developed and conveyed expressly subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. To the extent any parcel of land lying within the boundaries of the lands platted as "HealthPark Florida East" has been heretofore conveyed by Declarant or LHR, the consent of the respective fee owners of said parcels herein shall serve to bind such parcels to these Covenants, Conditions and Restrictions.

ARTICLE I - DEFINITIONS

Section 1.1: "Association" shall mean and refer to "HealthPark Florida East Property Owners Association, Inc., a Florida non-profit corporation", its successors and assigns.

Section 1.2: "Common Area" shall mean and refer to all real and personal property owned by the Association or the Declarant for the common use and enjoyment of the owners, exclusive of any Lot. The Common Area to be owned by the Association at the time of conveyance of the first lot includes, but is not limited to, the following: All areas of land which are designated by Declarant herein to be devoted to the common use and enjoyment of the Association members, including, but not limited to, surface water management system, including all lake and retention areas; catch basins; outfall structures; drainage ditches and pipes; conveyance swales, except such structures as may be used for any individual lot drainage system within any lot boundary; sidewalks, bike paths, streets, roadways and rights of way within HealthPark Florida East; the landscaping, irrigation, lighting and utility easements or systems lying within the boundaries of HealthPark Florida East (which are outside the boundaries of any Lot); all conservation and landscape easement areas lying within the boundaries of HealthPark Florida East; entranceways and entry features, graphic system, security system, including gatehouse, and recreational system.

Section 1.3: "Declarant" shall mean LEE HEALTH VENTURES, INC., a Florida Corporation, its successors and assigns.

Section 1.14: "Design Review Committee", (hereinafter referred to as "DRC"), shall be composed of not less than three (3) individuals so designated from time to time by the Declarant, who shall have the powers and duties as set forth herein. After the certificate of occupancy is received from Lee County on the last developable Lot in the HealthPark Florida East property, as described in the Development Order, the members of the DRC shall be designated from time to time by the Association.

Section 1.15: "Design Guidelines" and "Design Standards" shall mean and refer to the quality and character specifications prepared by the Declarant. Such Design Guidelines and Design Standards may be modified or amended from time to time in the future by Declarant in its sole discretion (subject to any necessary approval and/or changes by any regulatory authorities of the County of Lee, or other governing body) and shall be binding upon all Owners and Occupants of HealthPark Florida East. All purchasers and owners of Lots within HealthPark Florida East shall be bound and obligated unconditionally to develop their property within the limits imposed by and in conformance with the Design Guidelines and Design Standards, Development Plan and thresholds set forth therein. As to all congregate living facilities, residential nursing facilities or similar development, specific approval of the gross density of same shall be required from the DRC. Said Design Guidelines, Design Standards and Development Plan are on file with Declarant and are made a part hereof by this reference.

Section 1.16: "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, addition, alteration, screen enclosure, sewer, drain, disposal,

lake, waterway, road, paving, utilities, grading, landscaping, signs, and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement. Improvements shall also be deemed to include that area of any Owner's Lot lying between the water level and the top of any adjoining land, which area the Association shall have the right to maintain for Owners and assess Owners accordingly in the event that any Owner does not properly maintain such area.

Section 1.7: "Lot" shall mean any lot, tract or portion of land, with the exception of the Common Area, which is or has been conveyed or leased by Declarant or LHR, lying within the boundaries of the Plat for HealthPark Florida East as described on the first page hereof for the purpose of building or development.

Section 1.8: "Maintenance" shall mean the exercise of reasonable care to keep the Common Area and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free and insect-free environment for optimum plant growth.

Section 1.9: "Member" shall mean every person or entity who holds membership in the Association.

Section 1.10: "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 1.11: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 1.12: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any Lot which is a part of HealthPark Florida East, but shall not include those holding title merely as security for performance of an obligation.

Section 1.13: "Property" shall mean the real property described on Exhibit A attached hereto and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 1.14: "Visible from Neighboring Property" means that any given object on a Lot that is or would be visible to a person six (6) feet tall standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the object being viewed.

ARTICLE II

MEMBERSHIP IN ASSOCIATION, VOTING RIGHTS

Section 2.1: Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The Declarant shall be a member of the Association so long as it shall hold title to at least one (1) Lot or undeveloped parcel at HealthPark Florida East.

Section 2.2: Classes of Membership. The Association shall have two classes of voting members as follows:

Class A – Class A members shall be all Lot Owners, with the exception of Declarant. Each Lot Owner shall be entitled to cast a vote either in person or by proxy, in accordance with the percentage vote appurtenant to such Lot, at all special or annual meeting of Lot Owners. The number of votes for each Lot shall be determined by allocating one (1) vote for each .001 (rounded off to the nearest thousandth) of common interest attributable to said Lot, based on a fractional formula wherein the numerator is the total number of square feet contained in the Lot and the denominator is the total number of square feet contained in the aggregate of all of the Lots lying within HealthPark Florida East. If any Lot shall be subdivided (which shall be done only with Declarant's prior written approval), each subdivided Lot shall be entitled to vote on the same basis, applying the same numerical formula. When more than one person or entity holds an interest in any particular Lot, all such persons or entities shall be members of the Association and the vote for such Lot shall be exercised by one (1) representative as they may determine among themselves.

Class B – The Class B member shall be Declarant, who shall be entitled to exercise a multiple of three (3) times the weighted vote allocated to each Lot. The Class B membership shall cease when ninety (90%) percent of the property described in the DRI for HealthPark Florida East on file with Lee County have been sold by Declarant or LHR.

ARTICLE III – ASSESSMENTS

Section 3.1: Lien and Personal Obligation of Assessments. Declarant and LHR hereby covenant for each Lot within the property, and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, to pay to the Association: (a) annual assessments; and (b) special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with those additional costs and charges set forth in Section 3.8 of this Article, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment shall also be the personal obligation of the person or entity who owned the Lot at the time the assessment fell due, and, in addition, such obligation shall run with the land and pass to the successors in title of such person or persons, unless expressly waived by Declarant.

Section 3.2: Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the improvements and maintenance of the Common Area situated within HealthPark Florida East. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- A. Operation, maintenance and repair of the Common Area (including, but not limited to, roads, streets, potable water facilities and potable sewer facilities), easements, and appurtenances, subject to all then current Lee County Ordinances.

- B. Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area (but not for any individual Lot).
- C. Acquisition of personnel and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for maintenance and use of the Common Area.
- D. Operation and maintenance of the surface water management system and all components thereof.
- E. Hazard and flood insurance (if applicable) covering the full insurable replacement value of the Common Area with extended coverage.
- F. Liability insurance insuring the Association against any and all liability to the Public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- G. Worker's Compensation Insurance to the extent necessary to comply with Florida law, and any other insurance deemed necessary to the Board of Directors of the Association.
- H. A standard fidelity bond covering all members of the Board of Directors of the Association and the DRC and all other employees of the Association in an amount to be determined by the Board of Directors.
- I. Providing of services for and to the common good of the Property, including but not limited to, fire protection, mosquito control, recreational services and security services.
- J. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper, in the opinion of the Board of Directors of the Association, for the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions.
- K. To fund replacement of capital improvements to the Common Area including fixtures and personal property related thereto as set forth in Section 3.4 herein.

Section 3.3: Maximum Annual Assessment.

- A. Until one (1) year immediately following the conveyance of the first Lot of Declarant to an Owner, the maximum annual assessment shall be the lesser of the Association's actual cost or \$.06 (plus applicable real estate taxes) per square foot of land as set forth in the Association's By-Laws.
- B. From and after January 1st of the year immediately following the conveyance of the first lot by Declarant or LHR to an Owner, the

maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the members.

- C. From and after January 1st of the year immediately following the conveyance of the first Lot by the Declarant or LHR to an Owner, the maximum annual assessment may be increased above fifteen (15%) percent by the vote or written assent of a majority of members.
- D. The Board of Directors of the Association shall have the power to fix the annual assessment at an amount not in excess of the permitted maximum.

Section 3.4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of members.

Section 3.5: Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized by Sections 3.3 or 3.4 of this Article shall be sent to all Members not less than ten (10) or more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of Members who were not present in person or by proxy may give their assent in writing within fifteen (15) days after the date of such meeting, and if such assent, when combined with the votes cast at the meeting, constitutes a requisite majority, the action proposed shall be deemed to have been taken at such meeting. If no assent shall be given by the requisite majority within said time period, then no action shall be deemed to have been taken.

Section 3.6: Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform square foot rate for all Lots, and shall be levied in accordance with the Association's By-Laws. See Exhibit "B" for the apportionment of assessments.

Section 3.7: Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant or LHR of any Lot for any arm's length purchase. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly, or quarterly, at the discretion of the Board of Directors. Assessment invoices sent to each Owner shall contain, at the Association's election, either two separate invoices or one invoice divided into two sub-parts as follows: Common Area maintenance ("CAM") charges and prorata use of wastewater effluent. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge (not to exceed \$100.00), furnish a certificate

signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid. Notwithstanding the foregoing, Declarant and LHR shall be excused from paying monthly assessments on all Lots which Declarant or LHR retains for sale or otherwise in its name, provided Declarant is subsidizing the operation of the Association over and above those assessments collected from Lot Owners other than Declarant and LHR.

Section 3.8: Effect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of Association. The lien of the Association upon a Lot shall be effective from and after recording, in the Public Records of Lee County, Florida, a Claim of Lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and date when due. Such Claim of Lien shall include not only assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes, and prior encumbrances and interest thereon; but also such Claim of Lien shall include such additional assessments which accrue from the first non-payment to which the Claim of Lien relates to the entry of a judgement in favor of the Association with respect to such lien. Such Claims of Lien shall be signed and verified by an officer or authorized agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. If the assessment is not paid within fifteen (15) days after the due date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the due date thereof at the highest rate permitted under Florida Law, and the Association may at any time thereafter bring an action to foreclose or collect the lien against the Lot in the same manner as the foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner, and there shall be included in the amount of such assessment interest, court costs, and Declarant's reasonable attorney's fees, including appellate fees, if any.

Section 3.9: Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to the recording of a Certificate of Title or deed in lieu of foreclosure evidencing such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.10: Exempt Property. The Board of Directors of the Association shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. As Common Area as defined herein;
- C. As property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE IV – PROPERTY RIGHTS

Section 4.1: Owner's Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association.

- A. The right to suspend the voting rights of any Owner for periods during which assessments against its Lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for any material uncured infraction of the published rules and regulations of the Association.
- B. The right to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been duly recorded.
- C. The right of Declarant, or its successor, to plat or replat the Property or any part thereof.
- D. The right of the Association to adopt, amend or enforce this Declaration, the Articles and By-Laws of the Association, the Design Guidelines, Design Standards and Rules and Regulations governing the use and enjoyment of the Common Area.

Section 4.2: Delegation of Use. Subject to such limitations as may be imposed by the By-Laws, each Owner may delegate his right of enjoyment in and to the Common Area and facilities to tenants, licensees, and invitees.

Section 4.3: Easement of Encroachment and Temporary Maintenance/Repair. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is otherwise in accordance with the terms of this Declaration and for temporary maintenance and repair of buildings and improvements, where entry onto such adjacent Lot or Common Area becomes reasonably necessary to accomplish such maintenance or repair. Such easement shall exist to a distance of not more than one (1) foot (for encroachments) and ten (10) feet (for temporary maintenance/repair) as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of the Lot Owner attempting to assert said easement.

Section 4.4: Other Easements.

- A. Easements and cross-easements for roadways, installation and maintenance of utilities and drainage facilities are or will be described specifically on the Plat for HealthPark Florida East or on any replat of

all or a portion thereof. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction or flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for which a public authority or utility company is responsible for maintenance or those improvements for which the Association is responsible as set forth herein.

All Lot Owners shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Area and buildings to be erected upon the Lots. All Lot Owners shall use their best efforts to cause such utility and service lines to be installed prior to the paving of any roadways or parking areas lying within the Common Area. No such lines, sewers, utilities, or services of one Lot Owner shall be installed within the Lot boundaries of another Owner's Lot.

- B. No structure or obstruction of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporation, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.
- C. Each Lot Owner hereby grants to all other Lot Owners, and to their customers, invitees, licensees, tenants and employees, a non-exclusive easement for roadways, walkways, ingress and egress, parking and motor vehicles, loading and unloading, and the use of facilities installed for the comfort and convenience of said customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the lots. Each Lot Owner shall use reasonable efforts to insure that customers licensees and invitees shall not be permitted to park on the Common Area. Further, each Lot Owner shall use reasonable efforts to insure that employees shall not park on the Common Area, except in areas which may be designated by Declarant as "employee parking areas".
- D. In the event that it shall become practicable to so do, Declarant may, in its sole discretion, reserve or dedicate cross-driveway easements over and across Lots in HealthPark Florida East in favor of adjacent Lot Owners and their respective customers, invitees, licensees, tenants

and employees in order either to facilitate vehicular ingress and egress to any Lot from any adjacent Lot, or to decrease the traffic burden on the roadway system located within HealthPark Florida East by the creation of partial or complete interconnecting driveways.

Section 4.5: Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4.6: No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the Property or any part hereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy, provided that such a partition is otherwise permitted by Lee County development and zoning regulations.

Section 4.7: Future Easements. Each Owner and its respective successors and assigns shall cooperate with the Association in the planning and granting of such other easements as may be reasonably necessary or desirable for the future development of HealthPark Florida East and which shall not interfere with the present uses or future development of the site proposed to be encumbered by any such easement. The easements contemplated by this Section may include, without limitation, those for utilities, drainage, landscape, signage, right-of-way, or other purposes reasonably related to the orderly development of HealthPark Florida East.

ARTICLE V- USE RESTRICTIONS

Section 5.1: Use. It is generally anticipated that each lot within the property described on Exhibit "A" shall be used for commercial, residential or retail purposes, unless otherwise specifically approved in writing by Declarant. Declarant hereby reserves unto itself and its successors the right to prior approval or denial of any prohibited use, which shall be determined in Declarant's sole discretion. Specifically, all land uses at HealthPark Florida East shall be subject to the Design Guidelines and Design Standards set forth in Article IX herein.

Section 5.2: Prohibited Activities. No noxious or offensive activity shall be carried on in or on any Lot. No activity carried on within any Lot shall produce or cause a nuisance to adjoining Lots or the Common Area, including, but not limited to excessive vibration or sound, electromechanical or electromagnetic disturbance, radiation, discharge or storage of toxic or hazardous waste materials, air or water pollution, dust emission, or excessive odor, unless such activity is approved in writing by the DRC. Excessive traffic hazards or congestion shall not be permitted.

Section 5.3: Use of Waterways. Lakes, ponds and other water retention areas within HealthPark Florida East are for the exclusive use of the Owners and tenants of the Lots. In no event, shall any such lake or pond be used for swimming, bathing, boating or other recreational purposes, other than as may be specifically approved by the Association.

Section 5.4: Sidewalks. It is intended that a sidewalk system be installed allowing pedestrian movement along roads. Such sidewalks, whether located in right of way or on site, shall be designed in accordance with the Design Guidelines and Design Standards and constructed at the same time as improvements, along all roadways adjacent to an Owner's Lot, at the Owner's expense.

Section 5.5: Insurance Increases. Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate of insurance on the Common Area without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the Common Area which would result in the cancellation of insurance on any building or residences or on any part of the Common Area, or which would be in violation of any law.

Section 5.6: Animals. Commonly accepted household pets such as dogs, cats, rabbits and birds may be kept in reasonable numbers only within residential development Lots as determined in the sole discretion of the Declarant, and then as determined by rules and regulations promulgated by the Association. All such animals shall be licensed by the appropriate state or local authorities. Any animal violating such provisions may be removed by the Association and/or Declarant. No horses, cows, hogs, ferrets, swine, goats, pigeons, fowl or reptiles shall be kept on any Lot. No raising or breeding of any animal of any kind shall be permitted on any Lot.

Section 5.7: Outbuildings. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be kept on any Lot or used as a residence, either temporarily or permanently without prior written consent of the Association. Provided, however, that construction trailers shall exist only during the actual, reasonable time in which construction activities shall be carried on. All construction trailers shall be removed within fifteen (15) days after completion of construction or abandonment thereof.

Section 5.8: Consent of Association Required. Nothing shall be altered in, constructed on, or removed from the common area except with the prior written consent of the Association.

Section 5.9: Vehicle Storage. No Owner of a Lot shall park or store, or keep any vehicle except within the parking space designated therefor. No commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours, unless approved by the Declarant, unless such vehicle is: (i) necessary in the actual construction or repair of a structure; (ii) necessary for grounds and landscaping maintenance; or (iii) is used in connection with a commercial activity specifically approved by the Declarant. No trucks, commercial vehicles, recreation vehicles, mobile homes, boats, campers and trailers shall be kept on the Lot for any period of time except in areas specifically designated for the parking and/or storage of same. "Truck", as used herein, is defined as a commercial vehicle, and does not include small or standard pick-ups, customized vans, and other such vehicles customarily used for personal transportation and not business use; provided, however, the term "Truck" shall not include passenger cars, passenger vans, or pick-up trucks that display a company name or logo on its exterior, so long as such vehicle is also regularly used for such person's personal use. None of the aforementioned vehicles shall be used as a domicile or residence,

either permanently or temporarily. Lot Owners may provide parking for business related vehicles on site, provided appropriate screening is erected and approved by the Design Review Committee. No Owner of a Lot shall repair or restore any motor vehicle, whether or not a prohibited vehicle, on any portion of any Lot, or on the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle in any driveway in such a manner that the vehicle extends into the street. Provided, however, that Lot Owners may permit delivery trucks to park in service areas for reasonable periods of time, so long as such delivery trucks are conducting legitimate business and so long as service areas are reasonably concealed from public view.

Section 5.10: Remedies. In the event an Owner of any Lot fails to maintain its Lot and improvements situated thereon in a manner satisfactory to the DRC, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents, employees, and contractors, to enter any such Lot and to repair, maintain, and restore the Lot and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance, and restoration shall be added to and become a part of the assessment to which such Lot is subject.

Section 5.11: Declarant's Development Rights. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Property. The completion of that work, and the sale, rental or other disposition of Lots is essential to the establishment and welfare of HealthPark Florida East. In order that such work may be completed, nothing in this Declaration shall be understood or construed to prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from:

- A. Doing on any part of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- B. Constructing and maintaining on any part of the Property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, and the disposition of Lots by sale, lease or otherwise.
- C. Conducting on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, and of disposing of Lots by sale, lease, or otherwise; or,
- D. Maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of such Lots.

As used in this Section, the words "its transferees" specifically excludes purchasers of Lots improved for end use who would

otherwise be subject to the provisions of these Covenants and Restrictions.

Section 5.12: Additional Rules and Regulations. Declarant, or its successors and assigns, reserves the right to promulgate additional rules, regulations, covenants and use restrictions with respect to any property which may be contained within the boundaries of HealthPark Florida East to assure the continuity of use of said lands, as such use may finally be determined by Declarant. Declarant, or its successors or assigns, may further elect to create a Sub-Association to assess and collect maintenance fees for any Lots which may lie within the Property in substantially the same manner as set forth herein, so long as such assessments are not duplicative.

Section 5.13: Personal Property. Personal property not affixed to the land, mechanical equipment Visible from Neighboring Property or roadway areas, sign and sign locations, and exterior lighting fixtures, shall be considered as landscape elements and the type, size, placement and screening thereof shall be subject to the written approval of the DRC. This section shall not be deemed to prohibit the keeping or use of bicycles on any Lot used for residential purposes, and shall not be deemed to prohibit the keeping on any residential Lot of equipment necessary for the maintenance of such Lot.

Section 5.14: Building Mechanical Equipment: Satellite Dishes. All mechanical equipment, including roof-mounted equipment, shall be screened so as to provide an integral part of the architectural design of the building to which it is attached. Microwave earth station and satellite dish antennae are prohibited, unless approved in writing by the DRC. Provided, however, individual residents of any residential Lot may utilize small satellite dishes for television reception for individual residences so long as the same are (i) permitted by the Developer or Landlord of that Lot; and (ii) not attached to the exterior or roof of any building and do not protrude therefrom.

Section 5.15: Porches. No personal property shall be stored on any porch, patio or veranda constructed on any Lot so as to be Visible from Neighboring Property or roadway areas.

Section 5.16: Nuisances. Nothing shall be done on any Lot which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the Declarant, and thereafter the Association.

Section 5.17: Lampposts, Building Designation and Mailboxes. The form, size, character and placement of all lampposts and mailboxes and the method of building identification shall be approved in writing by the DRC. The DRC shall have the right to remove any unapproved lamppost, building identification and/or mailbox.

Section 5.18: Utility Connections. All utility lines, connections and installations must be underground and rise within the building. Any external transformers, meters and similar apparatus must be at ground level or below with approved screening for ground level installation by the DRC.

ARTICLE VI

OWNERS' OBLIGATION TO REPAIR AND REBUILD

If all or any portion of a building or the Improvements is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such building or Improvement in a manner which will restore it to not less than its appearance and condition at the time the plans and specifications were approved by the DRC for development. Restoration may be undertaken to any higher standard. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner. Provided, however, that in the event this paragraph shall be less restrictive than the provisions of any mortgage or the provisions of any lease in excess of ten (10) years on any Lot, the provisions of such mortgage or lease shall control.

ARTICLE VII

DECLARANT'S RESERVED RIGHTS TO PROPERTY

Section 7.1: Extension of Covenants and Restrictions to Include Additional Property. The Declarant may, at any time, make subject to these Covenants and Restrictions other lands now or hereafter owned by the Declarant or LHR by executing an instrument, in writing, applying these Covenants and Restrictions to such other lands and by recording the instrument in the Public Records of Lee County, Florida.

Section 7.2: Withdrawal of Land. Declarant may, but shall have no obligation to, withdraw at any time or from time to time, portions of the Property committed to this Declaration, which remain unsold. The withdrawal of any portion of the Property as aforesaid shall be made and evidenced by filing in the Public Records of Lee County, Florida, a supplementary Declaration with respect to the portion of the Property to be withdrawn. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of Lots in HealthPark Florida East.

Section 7.3: Platting and Subdivision Restrictions. Declarant shall be entitled, at any time and from time to time, to plat and re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 7.4: Public Roads -Easements. Declarant reserves the right, from time to time hereafter, to delineate, plat, grant or reserve within the Common Area and the remainder of the HealthPark Florida East property such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage, landscape, signage and public utilities, as it may deem necessary or desirable for

the development of HealthPark Florida East (and from time to time to change the location of the same) free and clear of these Covenants and Restrictions and to dedicate the same to public use or to grant the same to any governing municipal or regulatory authority, including any appropriate public utility corporations.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1: Enforcement; No Waiver. Declarant, the Association, any Owner, or any other beneficiary of the Common Area shall have the legal right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Associations, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2: Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Property or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, sheriff's sale or otherwise.

Section 8.3: Duration. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional successive periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least seventy-five (75%) percent of the Lots.

Section 8.4: Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of 75% of the Lots subject to these Covenants and Restrictions (excluding mortgagees and lessees) based on the number of acreage owned as compared to the total number of acreage subject to these Covenants and Restrictions (including the Common Areas); provided, however, that so long as Declarant owns at least ten (10%) percent of the Property subject to these Covenants and Restrictions, no such termination, extension, modification or amendment shall be effective without the prior written approval of Declarant. In addition, any amendment, which would affect the surface water management system, including the water management portions of the Common Area, must have the prior written approval of the South Florida Water Management District. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Public Records of Lee County, Florida. No such termination, extension, modification or amendment shall affect any plans, specifications or use therefore approved by Declarant or the DRC or any improvements theretofore or thereafter made pursuant to such approval.

Section 8.5: Assignment of Declarant's Rights and Duties. Any and all of the right, powers and reservations of the Declarant herein contained may be

assigned to any person, corporation, or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent, in writing, to accept such assignment and assume such duties, he, she or it shall, to the extent of such assignment, have the same rights and govern and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time the Declarant ceases to exist or is dissolved and has not made such assignment, a successor Declarant may be appointed in the same manner as these Covenants and Restrictions may be terminated, extended, modified or amended hereunder. The Declarant may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements, and estates reserved to it by this Declaration to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing and recorded in the Public Records of Lee County, Florida, and the assignee shall join therein for the purpose of evidencing its acceptance of the same. Such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Declarant and the Declarant shall automatically be released from such responsibility.

Section 8.6: Mutuality, Reciprocity, Runs with Land. All Covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot and shall create reciprocal rights and obligations between all grantees of said Lots and other properties, their heirs, successors, personal representatives and assigns, and, shall as to the Owner of each Lot, its heirs, successors, and personal representatives and assigns, operate as covenant running with the land for the benefit of all other Lots.

Section 8.7: Benefits and Burdens. The term and provisions contained in this Declaration of Covenants and Restrictions shall bind and inure to the benefit of Declarant as well as the Owners of all Lots located within the HealthPark Florida East Property, and the Owners of additional property made subject to this Declaration of Covenants and Restrictions and their respective heirs, successors, personal representatives and assigns.

Section 8.8: Notices. Any notice required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Lot Owner, (a) to the address of the Lot, if improved; (b) if the Lot is not improved, to the address set forth in the purchase contract or purchase contract application; or (c) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address as set forth herein. The Declarant's address shall be: 9800 S. HealthPark Drive, Suite 405, Fort Myers, Florida 33908.

Section 8.9: Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be formed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

Section 8.10: Condominium. No Restriction contained herein shall be construed to limit or prevent a Lot and the improvements thereon from being submitted to a plan of condominium ownership and, particularly the recordation of a Condominium Declaration for any Lot covered hereby shall not be construed as constituting a subdivision of said Lot. Provided, however, no land or horizontal condominiums shall be permitted.

Section 8.11: Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in said Property.

Section 8.12: Severability. All of the condition, covenants, restrictions and reservations contained in this Declaration of Protective Covenants and Restrictions shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof is invalid, or for any reason, becomes unenforceable, no other condition, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

Section 8.13: Captions. The captions, section numbers and article numbers appearing in this Declaration of Covenants, Conditions and Restrictions are inserted only as a matter of convenience and in no way limit, construe or describe the scope or intent of such portions or articles of this Declaration, nor in any way modify or affect this Declaration.

Section 8.14: Declarant's Rights. Declarant may retain legal rights to the Common Area so long as it owns at least one (1) Lot or parcel within HealthPark Florida East, or the Declarant may, at its option, reserve easement and control rights as hereinafter set forth relative to the same. In the event the Declarant retains title to the Common Area or any portion thereof, then on or before conveyance by the Declarant of the last Lot which it owns in HealthPark Florida East, Declarant shall convey title to the Common Area, or remaining portion thereof to the Association, subject to these restrictions, conditions, covenants and easements.

ARTICLE IX – DESIGN REVIEW

Section 9.1: Creation of Design Review Committee. The Board of Directors of the Association shall appoint a Committee to be known as the Design Review Committee (the "DRC"). The DRC shall consist of not less than three (3) individuals who shall serve at the pleasure of the Board. Members of the DRC do not have to be Members of the Association in order to serve thereon. Any number of members in excess of three (3) shall be permitted at the discretion of the Board. Such members may or may not be officers or directors of the Association.

Section 9.2: Necessity of Design Review and Approvals. No improvement of any kind shall be commenced, constructed, erected, placed, altered or maintained upon any Lot, nor shall any addition, change, or alteration thereon or thereof be made, nor shall any subdivision platting or replatting of any Lot be made until plans and specification with respect thereto, in manner and form satisfactory to the DRC showing the proposed improvements, plot layout and all exterior elevations,

materials and colors, signs and landscaping, traffic engineering, number and size layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by the DRC have been submitted in writing under the signature of the Owner of the Lot or the Owner's authorized agent, all of which shall be in accordance with Section 3 below. Approval shall be based, among other things, upon: (i) the adequacy of building site dimensions; (ii) the conformity and harmony of exterior design with neighboring structures; (iii) the effect of location and use of Improvements on neighboring Lots; (iv) the intended operations and uses which shall be consistent with the use limitations set forth herein; (v) the relation of the Improvements with the topography; (vi) the grade and finished ground elevation of the building site being improved to that of neighboring Lots; (vii) proper facing of main elevation with respect to nearby streets; and (viii) the conformity of the plans and specifications with the Design Guidelines and Design Standards. The DRC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 9.3: Design Guidelines and Design Standards. The DRC shall review and approve all sites and building plans for all Lots prior to submittal for any development order or building permit. The DRC shall regulate and enforce all design and development review standards.

The power of the DRC to regulate shall include the power to prohibit those uses, activities or exterior designs deemed by the DRC to be inconsistent with the Design Guidelines and the Design Standards or contrary to the best interest of the Association in maintaining the value and desirability of the Lot, or both. The power of the DRC to enforce the Design Guidelines and Design Standards shall apply to not only the pre-construction and construction periods but also to all periods subsequent to construction to insure that all DRC requirements continue to be satisfied by the Owner.

All development of any kind shall be in accordance with the Design Guidelines and the Design Standards promulgated by the Declarant, or its successors and assigns, from time to time, which shall be at all times available for inspection at the offices of Declarant. Such Design Guidelines and Design Standards shall include, but not be limited to, general guidelines, site development guidelines, design review standards, architectural guidelines, and such other design or development criteria as may be deemed pertinent to maintain the integrity of HealthPark Florida.

Section 9.4: Powers and Duties of DRC. The DRC shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Design Guidelines and Design Standards. Any modifications or amendments to the Design Guidelines and Design Standards shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the

Associations, and are approved, in writing, by the Declarant. Notice of any modification or amendment to the Design Guidelines or Design Standards, including a verbatim copy of such change or modification, shall be delivered to each Member of the Association; provided that, the delivery to each Member of the Association of notice and a copy of any modification or amendment to the Design Guidelines or Design Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- B. To approve or disapprove any improvements or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the property in HealthPark Florida East, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. All decisions of the DRC shall be submitted, in writing, to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under the seal by the President or Vice President of the Association. Any party aggrieved by a decision of the DRC shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for review thereof. The determination of the Board, upon reviewing any such decision, shall in all events be final and dispositive upon all parties.
- C. To adopt a schedule of reasonable fees for processing requests for DRC approval or proposed improvements. Such fees, if any, shall be payable to the Association in cash, at the time that plans and specifications are submitted to the DRC. In the event such fees, as well as any other costs or expenses of the DRC pursuant to any other provisions of this Article, are not paid by the Owner seeking review and approval, they shall become a lien of the Association on the property, pursuant to Article III hereof.
- D. To retain professional advisors such as attorneys, architects and engineers as may be necessary in the exercise of its powers.
- E. To perform such incidental acts as may be necessary or desirable in the effective exercise of its powers.

Section 9.5: Liability. Neither the DRC, Declarant nor the Association, or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action or suit against the DRC or Declarant to recover any such damages.

Section 9.6: Limitation to Action. Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of

issuance of a building permit by the appropriate governmental authority for any improvement or three (3) months after the completion of any improvement, whichever last occurs, said improvement shall be deemed to be in compliance with all provisions of this Article, unless record notice of such non compliance or noncompletion, executed by the Association, shall appear of record in the Public Records of Lee County, Florida, or unless legal proceedings shall have been instituted to enforce such compliance or completion.

ARTICLE X
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROVISIONS

HealthPark Florida East Property Owners Association, Inc., a Florida non-profit corporation, has been formed by Declarant in compliance with Chapter 617, Florida Statutes. The primary purpose of the Association is to operate and maintain common property, specifically the surface water management system as per permits granted by the South Florida Water Management District within the HealthPark Florida East project, including all lakes, retention areas, culverts, and related appurtenances. In connection with the requirements of said Agency, the Association is specifically granted the following additional powers by Declarant:

- (a) To own and convey property;
- (b) To establish such rules and regulations as it may deem appropriate or as may be required by the South Florida Water Management District;
- (c) To sue or be sued;
- (d) To assess member and enforce said assessments relating to operation and maintenance of common property;
- (e) To contract for services for operation and maintenance, if the said corporation deems outside services appropriate and feasible; and,
- (f) In the event of dissolution of said corporation, said corporation shall have the power to dedicate the operation and maintenance of the Common Area, and specifically the surface water management system, to an appropriate agency of local government for purposes of operating and maintaining said common property in accordance with South Florida Water Management District requirements, or if not accepted by such local agency, then the surface water management system must be dedicated to a successor or similar non-profit corporation.
- (g) Any amendment affecting the surface water management system contained within the HealthPark Florida East project, including the water management portions of the Common Area, must first be submitted for prior approval to South Florida Water Management District, including dedicated lake tracts, lake maintenance,

drainage easements, or corresponding infrastructure relating to same.

ARTICLE XI – MAINTENANCE

Section 11.1: Maintenance Responsibilities. Owners and occupants of any Lot in HealthPark Florida East shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep their respective Lot, including buildings, improvements, and grounds notwithstanding a dedication by easement for utility, drainage canals and water retention systems, ponds and lakes, or other purposes in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- A. Removing promptly all litter, trash, refuse and waste;
- B. Mowing lawn as often as the grass is more than two (2") to four (4") inches high; if the property is unimproved, weeds must be kept cut below twelve (12) inches;
- C. Pruning of trees and shrubbery;
- D. Watering sod trees, plantings and annuals and fertilizing at regular intervals;
- E. Keeping in good repair and working order exterior parking lot and walkway lighting, all exterior signs;
- F. Keeping lawn and landscaped areas alive, free of weeds, disease and pests, and in attractive appearance;
- G. Keeping parking areas, driveways and roads in good repair. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewer and any surface drainage facilities shall be maintained in good repair and shall remain clean of debris so as to enable the proper flow of water. A regularly scheduled vacuum sweeping program shall be initiated and continued by each Lot Owner as a routine maintenance practice;
- H. Complying with all governmental, health, police and fire requirements, statutes and regulations;
- I. White striping and sealing of parking and driveway areas;
- J. During construction, it shall be the responsibility of each Lot Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner, and that the Common Areas are kept free of unsightly accumulations and sedimentation;
- K. Keeping all site irrigation and drainage systems in good repair and working order;
- L. Repairing buildings and improvements so that no building or other improvement falls into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with the plans and specifications; and,

- M. Painting of all exterior painted surfaces shall be done at least every five (5) years, unless a waiver is obtained from the DRC; provided, however, that the Association may require the repainting of any exterior painted surface if, in the sole discretion of the Association, such surface has become unsightly and is in need of repainting more often than every five (5) years.

Section 11.2: Enforcement. If, in the opinion of the Declarant and/or Association, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Declarant and/or Association may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Declarant and/or Association, through its authorized agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Declarant and/or Association for such cost. If such Owner or occupant shall fail to reimburse the Declarant and/or Association within thirty (30) days after receipt of a statement for such work from the Declarant and/or Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III and the Declarant and/or Association shall have identical powers and rights in all respects, including, but not limited to, the right of foreclosure.

Section 11.3: Access of Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours.

EXECUTED this _____ day of _____, 2000.

Witness

Printed Name of Witness

Witness

Printed Name of Witness

LEE HEALTH VENTURES, INC.,
A Florida Corporation, d/b/a HEALTHPARK
FLORIDA

By: _____
Douglas A. Dodson, President

Declarant

Witness

Printed Name of Witness

Witness

Printed Name of Witness

LEE MEMORIAL HOSPITAL, INC.
A Florida Non-Profit Corporation, d/b/a
LEE HEALTHCARE RESOURCES

By: _____
John T. Beckett, Chief Executive
Officer and Chairman

Declarant

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this _____ day of _____, 2000, by DOUGLAS A. DODSON, the President of LEE HEALTH VENTURES, INC., d/b/a HEALTHPARK FLORIDA, who is () personally known to me or who has () produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

Commission Number:
Commission Exp. Date:

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this _____ day of _____, 2000, by JOHN T. BECKETT, Chief Executive Officer and Chairman of LEE MEMORIAL HOSPITAL, INC., d/b/a LEE HEALTHCARE RESOURCES, who is () personally known to me or who has () produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

Commission Number:
Commission Exp. Date:

EXHIBIT "A"

HEALTHPARK FLORIDA EAST

DESCRIPTION

All Lots and Tracts as shown on the plat of HEALTHPARK FLORIDA EAST, a subdivision as recorded in Plat Book _____, Page _____, in the Public Records of Lee County, Florida.

Also described as follows:

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East, Lee County, Florida, being described as follows:

From the southeast corner of said Section 33 run N 01° 05' 59" W along the east line of said Section 33 for 433.12 feet to an intersection with the northwesterly right-of-way line of Summerlin Road (County Road 869) (225 feet wide) and the Point of Beginning.

From said Point of Beginning run S 44° 17' 24" W along said northwesterly right-of-way line of Summerlin Road for 3,613.16 feet to an intersection with the east right-of-way line of Bass Road (150 feet wide) as described in deed recorded in Official Record Book 2209 at Page 2942 of the Public Records of Lee County, Florida; thence run N 01° 16' 30" W along said east right-of-way line for 2,109.86 feet to an intersection with the north line of said Section 4, thence run N 01° 02' 25" W continuing along the east right-of-way line of Bass Road as described in deed recorded in Official Record Book 2413 at Page 2522 of said Public Records for 1,323.90 feet to an intersection with the north line of the South Half (S-1/2) of the Southeast Quarter (SE-1/4) of said Section 33; thence run N 88° 58' 18" E along said north line for 2,577.29 feet to an intersection with the east line of said Section 33; thence run S 01° 05' 59" E along said Section line for 893.09 feet to the Point of Beginning.

Parcel contains 5,579,214 square feet (128.08 acres), more or less.

Bearings hereinabove mentioned are based on the north line of the Northeast Quarter (NE-1/4) of Section 4, Township 46 South, Range 24 East to bear S 89° 01' 22" W.

EXHIBIT "B"**ASSESSMENTS**

As per the By-Laws of HealthPark Florida East Property Owners Association, Inc. A Florida Non-Profit Corporation, Article X – Assessments. "All assessments for each Lot shall be determined based upon a fraction, the numerator of which shall be the total square footage of the Lot and the denominator of which shall be total square footage of HealthPark Florida East (as platted in Plat Book _____, Pages _____ through _____, inclusive, Public Records of Lee County, Florida and as may be amended from time to time) less HealthPark Florida East's proportional share of open space and roads as defined in the 1987 HealthPark Florida, Development of Regional Impact Certificate." The denominator for purposes of assessments is _____ square feet. The Exhibit "B" assessments for known lots, tracts, or parcels are as follows:

HEALTHPARK FLORIDA EAST

Lot/Tract/Parcel	Square Footage	Proportional Assessment

CONSENT

The undersigned, as an owner of a portion of the lands described in Exhibit A, hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions for HEALTHPARK FLORIDA EAST this ____ day of _____, 2000.

PHOENIX HEALTH VENTURES, LLP,
a Florida Limited Liability Partnership
BY: PHOENIX EQUITIES, LTD., Its
Managing Partner
BY: PHOENIX EQUITIES, INC, Its
General Partner

BY: _____
Its: _____

ARTICLES OF INCORPORATION

OF

HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC.

WE, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation (hereafter called the "Association") is HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The specific primary purposes for which the Association is formed are to provide maintenance, preservation, and architectural control of the lots and common areas within a certain mixed-use tract of real estate known as "HEALTHPARK FLORIDA EAST", described on Exhibit "A" attached hereto and made part hereof by reference, and to promote the health, safety, and welfare of the owners within the above-described property and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purposes.

In furtherance of such purposes, the Association shall have the following powers:

- A. Perform all of the duties and obligations of the Association as set forth in that certain Declarations of Covenants, Conditions and Restrictions (the "Declaration") applicable to the property and as may be amended from time to time.
- B. Affix, levy, assess and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.
- C. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

- D. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3rds) of each class of members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- E. Dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members, including, but not limited to, dedication of conservation and landscape easements. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members agreeing to such dedication, sale or transfer.
- F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property or common areas, provided that any merger, consolidation or annexation shall have the consent by vote or written instrument of two-thirds (2/3rds) of each class of members.
- G. Operate and maintain common property, specifically the surface water management system, as permitted by the South Florida Water Management District, including all lakes, ponds, retention areas, drainage ditches, culverts and related appurtenances.
- H. Establish covenants and restrictions; rules and regulations; design guidelines; design standards; and similar regulations to preserve the economic and aesthetic integrity of the lots and common area.
- I. Sue and be sued.
- J. Contract for services to provide the services for operation and maintenance of common areas and common facilities.
- K. Assess lot owners and enforce unpaid assessments.
- L. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, or for such purposes for which the Association is organized.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee or equitable interest in any lot which is subject by covenants of record to assessment by the Association, excluding persons or entities holding title merely as security of performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

<u>NAME</u>	<u>ADDRESS</u>
Douglas A. Dodson	9800 South HealthPark Drive Suite 405 Fort Myers, FL 33908

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors who shall elect a President and Vice President (who shall at all times be members of the Board of Directors), and a Secretary and Treasurer. Such officers shall be appointed at the first meeting of the Board of Directors following each annual meeting of members.

The names of the officers who are to serve until the first appointment are:

<u>NAME</u>	<u>TITLE</u>
John T. Beckett	President
George T. Beemer	Vice President
Douglas A. Dodson	Secretary/Treasurer

ARTICLE VII

The number of persons constituting the first Board of Directors of the Association shall be three (3) and the names and addresses of the persons who shall serve as Directors until the first election are:

<u>NAME</u>	<u>ADDRESS</u>
John T. Beckett	9800 South HealthPark Drive, Suite 405 Fort Myers, FL 33908
George T. Beemer	9800 South HealthPark Drive, Suite 405 Fort Myers, FL 33908
Douglas A. Dodson	9800 South HealthPark Drive, Suite 405 Fort Myers, FL 33908

ARTICLE VIII

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3rds) of each class of members existing at the time of and present at such meeting, except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of members existing at the time of, and present at such meeting.

ARTICLE X

The Association shall have two classes of voting members as follows:

Class A: - Class A members shall be all Lot owners, with the exception of Declarant. Each Lot owner shall be entitled to cast a vote either in person or by proxy, in accordance with the percentage vote appurtenant of such Lot, at all special or annual meeting of Lot owners. The number of votes for each Lot shall be determined by allocating one (1) vote for each .001 (rounded off to the nearest thousandth) of common interest attributable to said Lot, based on a fractional formula wherein the numerator is the total number of square feet contained in the Lot and the denominator is the total number of square feet contained in the aggregate of all Lots lying within the Property. The total votes assigned to each Lot at HealthPark Florida East are identified on Exhibit "C" attached to the By-Laws of HealthPark Florida East Property Owners Association, Inc. If any Lot shall be subdivided, (which shall be done only with Declarant's prior written approval), each subdivided Lot shall be entitled to vote on the same basis, applying the same numerical formula. When more than one person or entity holds an interest in any particular Lot, all such persons or entities shall be members of the Association and the vote for such Lot shall be exercised by one (1) representative as they determine among themselves.

Class B: - The Class B member shall be the Declarant, who shall be entitled to exercise a multiple of three (3) times the weighted vote allocated to each Lot. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or when ninety (90%) percent of the property described as HealthPark Florida East and defined in Exhibit "A" attached hereto have been sold by Declarant, whichever first occurs.

ARTICLE XI

On Dissolution, the assets of the Association, and specifically, the property consisting of the surface water management system, shall be distributed to an appropriate public agency to be used for purposes similar to those which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization and operated for such similar purpose.

ARTICLE XII

The name and place of residence of the Resident Agent for services of process shall be:
Douglas A. Dodson, 9800 South HealthPark Drive, Suite 405, Fort Myers, FL 33908.

Executed this _____ day of _____, 2000

Douglas A. Dodson

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this
_____ day of _____, 2000, by DOUGLAS A. DODSON, who
is () personally known to me or who has () produced _____ as
identification.

Signature of Notary Public

Printed Name of Notary Public

Commission Number:
Commission Exp. Date:

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST – THAT HEALTHPARK FLORIDA EAST PROPERTY OWNERS

ASSOCIATION, INC. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF

THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE ON BUSINESS IN THE CITY OF FORT MYERS, COUNTY OF LEE, STATE OF FLORIDA, HAS NAMED DOUGLAS A. DODSON, LOCATED AT 9800 SOUTH HEALTHPARK DRIVE, SUITE 405, CITY OF FORTMYERS, COUNTY OF LEE, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC.

Signature: _____

(Corporate Officer)

Douglas A. Dodson

Title: Secretary/ Treasurer

Date: _____

HAVING BEEN NAMED TO ACCEPT SERVICES OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Signature: _____

Douglas A. Dodson

Date: _____

JOHNSON ENGINEERING, INC.

FORT MYERS
NAPLES
PORT CHARLOTTE

ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS

2158 JOHNSON STREET
TELEPHONE (941) 334-0046
FAX (941) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

April 12, 2000

DESCRIPTION

HEALTHPARK FLORIDA EAST SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

CARL E. JOHNSON
1911-1968

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East, Lee County, Florida, being described as follows:

From the southeast corner of said Section 33 run N 01° 05' 59" W along the east line of said Section 33 for 433.12 feet to an intersection with the northwesterly right-of-way line of Summerlin Road (County Road 869) (225 feet wide) and the Point of Beginning.

From said Point of Beginning run S 44° 17' 24" W along said northwesterly right-of-way line of Summerlin Road for 3,613.16 feet to an intersection with the east right-of-way line of Bass Road (150 feet wide) as described in deed recorded in Official Record Book 2209 at Page 2942 of the Public Records of Lee County, Florida; thence run N 01° 16' 30" W along said east right-of-way line for 2,109.86 feet to an intersection with the north line of said Section 4, thence run N 01° 02' 25" W continuing along the east right-of-way line of Bass Road as described in deed recorded in Official Record Book 2413 at Page 2522 of said Public Records for 1,323.90 feet to an intersection with the north line of the South Half (S-1/2) of the Southeast Quarter (SE-1/4) of said Section 33; thence run N 88° 58' 18" E along said north line for 2,577.29 feet to an intersection with the east line of said Section 33; thence run S 01° 05' 59" E along said Section line for 893.09 feet to the Point of Beginning.

Parcel contains 5,579,214 square feet (128.08 acres), more or less.

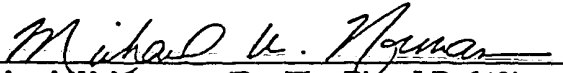
Bearings hereinabove mentioned are based on the north line of the Northeast Quarter (NE-1/4) of Section 4, Township 46 South, Range 24 East to bear S 89° 01' 22" W.

CHAIRMAN
FORREST H. BANKS

PRESIDENT
STEVEN K. MORRISON

PARTNERS
GARY R. BULL
DAN W. DICKEY
JOSEPH W. EBNER
ARCHIE T. GRANT, JR.
CHRIS D. HAGAN
KENTON R. KEILING
PATRICIA H. NEWTON
W. BRITT POMEROY
ANDREW D. TILTON
MARK G. WENTZEL
KEVIN M. WINTER

ASSOCIATES
LONNIE V. HOWARD
MICHAEL L. LOHR
MICHAEL W. NORMAN
CHURCH L. ROBERTS, IV
BARRY E. SYREN


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

20002054\Des-041200

BY-LAWS OF HEALTHPARK FLORIDA EAST
PROPERTY OWNERS ASSOCIATION, INC.

A Florida Non-Profit Corporation

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ARTICLE I - NAME AND LOCATION

The name of the Corporation (hereinafter the "Association") is "HealthPark Florida East Property Owners Association, Inc., a Florida Non-Profit Corporation", its successors and assigns. The principal office of the Corporation shall be located at 9800 South HealthPark Drive, Suite 405, Fort Myers, Florida 33908, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

SECTION 2.1: "Association" shall mean and refer to "HealthPark Florida East Property Owners Association, Inc., a Florida Non-Profit Corporation", its successors and assigns.

SECTION 2.2: "Common Area" shall mean and refer to all real and personal property owned by the Association or the Declarant for the common use and enjoyment of the owners, exclusive of any Lot. The Common Areas to be owned by the Association at the time of conveyance of the first lot includes, but is not limited to, the following: All areas of land which are designated by Declarant herein to be devoted to the common use and enjoyment of the Association members, including, but not limited to, surface water management system, including all lake and retention areas, catch basins, outfall structures, drainage ditches and pipes, and conveyance swales, except such structures as may be used for any individual lot drainage system within any Lot boundary; the sidewalks, bike paths and roadways within HealthPark Florida East; the landscaping, irrigation, lighting and utility systems lying within the boundaries of HealthPark Florida East (which are outside the boundaries of any Lot); all conservation and landscape easement areas lying within the boundaries of HealthPark Florida East; entranceways and entry features; graphic system; security system, including gatehouse; and recreational system.

SECTION 2.3: "Declarant" shall mean LEE HEALTH VENTURES, INC., a Florida Corporation, d/b/a HEALTHPARK FLORIDA, its successors and assigns.

SECTION 2.4: "Design Review Committee", (hereinafter referred to as "DRC"), shall be composed of not less than three (3) individuals so designated from time to time by the Declarant, who shall have the powers and duties as set forth herein. After the Declarant has conveyed the last developable Lot in the HealthPark Florida East property as described in Lee County Development Order #5-8586-63, the members of the DRC shall be designated from time to time by the Association.

SECTION 2.5: "Design Guidelines" and "Design Standards" shall mean and refer to the quality and character specifications prepared by the Declarant. Such Design Guidelines and Design Standards may be modified or amended from time to time in the future by Declarant in its sole discretion (subject to any necessary approval and/or changes by any regulatory authorities of the County of Lee, or other governing body) and shall be binding upon all Owners and Occupants of HealthPark Florida East. All purchasers and owners of Lots within HealthPark Florida East shall be bound and obligated unconditionally to develop their property within the limits imposed by and in conformance with the Design Guidelines, Design Standards, Development Plan and thresholds set forth therein. All facilities shall require specific approval of the gross density of same shall be required from the DRC. Said Design Guidelines, Design Standards and Development Plan are on file with Declarant and are made a part hereof by this reference.

SECTION 2.6: "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs, and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement. Improvements shall also be deemed to include that area of any owners' property lying between the water level and the top of any adjoining land, which area the Association shall have the right to maintain for any owner and assess said owner accordingly in the event that owner does not properly maintain such area.

SECTION 2.7: "Lot" shall mean any lot, tract or portion of land, with the exception of the common area, which is or has been conveyed or leased by Declarant or Lee Healthcare Resources, lying within the boundaries of the plat for HealthPark Florida East as recorded in Plat Book __ pages __ though __ inclusive, Public Records, Lee County Florida, for the purpose of building or development.

SECTION 2.8: "Maintenance" shall mean the exercise of reasonable care to keep the common area and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free and insect-free environment for optimum plant growth.

SECTION 2.9: "Member" shall mean every person or entity who holds membership in the Association.

SECTION 2.10: "Mortgage" shall mean a conventional mortgage or deed of trust.

SECTION 2.11: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

SECTION 2.12: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any Lot which is a part of HealthPark Florida East, but shall not include those holding title merely as security for performance of an obligation.

SECTION 2.13: "Property" shall mean the real property in the land mass defined as HealthPark Florida East and described on Exhibit A attached hereto, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE III - MEETINGS OF MEMBERS

SECTION 3.1: Annual Meetings. The first annual meeting of members shall be held within one (1) year from the date of incorporation of the Association or not later than thirty (30) days after fifty percent (50%) of the Lots have been sold, whichever occurs first. Subsequent annual meetings of members shall be held within the same month of each year thereafter at such time to be designated by Declarant in its notice. If the day of the annual meeting of members is a Saturday, Sunday or a legal holiday, the meeting will be held on the next following day which is not a Saturday, Sunday or legal holiday.

SECTION 3.2: Special Meetings. Special meetings of members may be called at any time by the President, or the Board of Directors, by Declarant, or on written request of members who are entitled to vote one-fourth (1/4th) of all votes of the Class A membership.

SECTION 3.3: Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least ten (10) but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

SECTION 3.4: Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration of Covenants, Conditions and Restrictions of HealthPark Florida East (the Declaration), the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum is present.

SECTION 3.5: Voting. Voting within each class of membership shall be as follows:

1. **CLASS A:** Class A members shall be entitled to cast a vote, either in person or by proxy, in accordance with the percentage vote appurtenant to such Lot, at all special or annual meeting of Lot owners. The number of votes for each Lot shall be determined by allocating one (1) vote for each .001 (rounded off to the nearest thousandth) of common interest attributable to said Lot, based on a fractional formula wherein the numerator is the total number of square feet contained in the Lot and the denominator is the total number of square feet contained in the aggregate of all of the Lots lying within the Property. The total number of votes assigned to each Lot are identified on Exhibit C attached hereto. If any Lot shall be subdivided (which shall be done only with Declarant's prior written approval), each subdivided Lot shall be entitled to vote on the same basis, applying the same numerical formula. When more than one person or entity holds an interest in any particular Lot, all such persons or entities shall be members of the Association and the vote for such Lot shall be exercised by one (1) representative as the owner(s) thereof may determine among themselves.
2. **CLASS B:** The Class B member shall be Declarant, who shall be entitled to exercise a multiple of three (3) times the weighted vote allocated to each Lot. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or when ninety percent (90%) of the property described in the DRI for HealthPark Florida on file with Lee County have been sold by Declarant, whichever first occurs.

SECTION 3.6: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Lot owner shall automatically terminate on conveyance of his, her or its Lot. There is no requirement that a proxy be a Lot owner; provided, however, that all proxies must be natural persons and may not be artificial entities.

ARTICLE IV
BOARD OF DIRECTORS -

**TERM OF OFFICE; FIRST ELECTION;
REMOVAL**

SECTION 4.1: Number. The affairs of the Association shall be managed by a Board of at least three (3) Directors who need not be members of the Association.

SECTION 4.2: Staggered Term of Office. At the first annual meeting, the members shall elect one Director for a term of four (4) years, one Director for a term of five (5) years, and one Director for a term of six (6) years. At the fourth annual meeting and each annual meeting thereafter, the members shall elect one Director for a term of three (3) years.

SECTION 4.3: Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**ARTICLE V
BOARD OF DIRECTORS -
NOMINATION AND ELECTION**

SECTION 5.1: Nomination. Nomination for election to the Board of Directors shall be may be made from the floor at any annual meeting of members. In no event, however, shall the membership nominate less than the number of vacancies to be filled.

SECTION 5.2: Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions hereof and in the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
BOARD OF DIRECTORS - MEETINGS**

SECTION 6.1: Regular Meetings. Regular meetings of the Board of Directors shall be held monthly or as necessary without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

SECTION 6.2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

SECTION 6.3: Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII **BOARD OF DIRECTORS - POWERS AND DUTIES**

SECTION 7.1: Powers. The Board of Directors shall have the following powers and duties:

1. Perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the Property and as may be amended from time to time.
2. Affix, levy, assess and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.
3. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.
4. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3rds) of each class of members, mortgage, pledge, or

hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

5. Dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members, including, but not limited to, dedication of conservation and landscape easements. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members agreeing to such dedication, sale or transfer.
6. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of two-thirds (2/3rds) of each class of members.
7. Operate and maintain common property, specifically the surface water management system, as permitted by the South Florida Water Management District, including all lakes, ponds, retention areas, drainage ditches, culverts and related appurtenances.
8. Establish covenants and restrictions; rules and regulations; design guidelines; design standards; and similar regulations to preserve the economic and aesthetic integrity of the lots and common area.
9. Sue and be sued.
10. Contract for services for the operation and maintenance of common areas and common facilities. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, or for such purposes for which the Association is organized.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 8.1: Enumeration of Officers. The officers of the Association shall be President, who shall at all times be a member of the Board of Directors; a Vice President; a Secretary/Treasurer; and such other officers as the board may from time to time, by resolution, create.

SECTION 8.2: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 8.3: Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

SECTION 8.4: Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 8.5: Resignation and Removal. Any officer may be removed from office by the Board at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 8.6: Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he or she replaces.

SECTION 8.7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of the Article.

SECTION 8.8: Duties. The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments; and shall co-sign all checks and promissory notes.

2. Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and the members; keep appropriate current records showing the members of the Association, together with their addresses; and perform such other duties as may be required by the Board or By-Laws.
4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX - COMMITTEES

The Association shall appoint a Design Review Committee, as provided in the Declaration of Covenants and Restrictions. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X - ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments. All assessments for each Lot shall be determined based upon a fraction, the numerator of which shall be the total square footage of the Lot and the denominator of which shall be the total number of square feet contained in the aggregate of all the Lots lying within the Property, less HealthPark Florida East's proportional share of open space and roads as defined in the most current HealthPark Florida, Development of Regional Impact certificate. The total numerical percentages assigned to each Lot are identified on Exhibit "B" attached to the Declaration of Covenants, Conditions and Restrictions for HealthPark Florida East as the same may be amended from time to time. All assessments, whether special or annual, are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within fifteen (15) days after the due date, the assessment bears interest from the due date thereof at the highest rate permitted under Florida Law, and the

Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property in the same manner as foreclosing a mortgage. Interest, costs, and reasonable attorney's fees (including appellate fees, if any) of any such action shall be included in the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common areas or abandonment of his lot.

ARTICLE XI BOOKS AND RECORDS; INSPECTION

The books, records and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principle office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XII - CORPORATE SEAL

The Association shall adopt and keep a seal in circular form having within its circumference the name and year of the incorporation of the Association.

ARTICLE XIII - FISCAL YEAR

The fiscal year of the Association shall begin on October 1 and end on September 30 of each year thereafter.

ARTICLE XIV - AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of Members, by vote of at least two-thirds (2/3rds) majority of a quorum of Members present in person or by proxy.

ARTICLE XV - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration of Covenants and Restrictions and these By-Laws, the Declaration shall control.

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B
PROPERTY MAP

EXHIBIT C

LAND USE SCHEDULE

Area/Acres

% of Site

EXHIBIT D

VOTING

As per the By-Laws of HealthPark Florida East Property Owners Association, Inc., A Florida Non-Profit Corporation, - Section 3.5: Voting. "The number of votes for each Lot shall be determined by allocating one (1) vote for each .001 (rounded off to the nearest thousandth) of common interest attributable to said Lot, based on a fractional formula wherein the numerator is the total number of square feet (less open space and roads) contained in the aggregate of all of the land lying within HealthPark Florida East as described in the approved Development of Regional Impact."

HEALTHPARK FLORIDA EAST

<u>Lot</u>	<u>Square Footage</u>	<u>Common Interest</u>	<u>Votes</u>
Undivided Land			
Total Useable Land		1.0000	

RECEIVED

JUL 01 2003

LIST OF ZONING ACTIONS

COMMUNITY DEVELOPMENT

1. Z-87-058	Hearing No. 87-3-10 DRI
2. D.O. #5-8586-63	
3. APA No. PD-90-018	Hearing No. 87-3-10-DRI (a)
4. APA No. PD-91-018	Hearing No. 87-3-10-DRI (b)
5. APA No. PD-93-013	Hearing No. 87-3-10-DRI (c)
6. First DRI Amendment	#87-03-10-DRI (d)
7. Z-93-081	Hearing No.87-03-10-DRI (d)
8. AA PD-96-010	Case #96-02-220.13A 01.01
9. AA PD-97-002	Case #96-02-220.13A 02.01
10. Second DRI Amendment	#96-02-220.04Z 01.01
11. Z-98-011	Case No. 96-02-220.04Z 01.01
	Case No. 96-02-220.04Z
12. Z-01-002	Case No. DCI 2000-00054
13. Z-01-021	Case No. DRI 2000-00023/DCI 2000-00093
14. Third DRI Amendment	#5-8586-63/87-03-10-DRI (d)
15. ADD2001-00158	ADD(PD) 2001-00158

DRI 2003-00003

Development Order Approvals

GDS_NAME	YEAR_	MONTH_	TYPE	PROJECT_CA
DEVORD:90:01:011:00D	1990	1	00D	11
DEVORD:94:02:011:00D	1994	2	00D	11
DEVORD:091193	1993	9	00D	11
DEVORD:032293	1993	3	00D	22
DEVORD:DOS2000:00005	2000	0	DOS	5
DEVORD:LDO2000:00124	2000	0	LDO	124
DEVORD:97:04:123:00D	1997	4	00D	123
DEVORD:90:10:001:00D	1990	10	00D	1
DEVORD:90:01:003:00D	1990	1	00D	3
DEVORD:88:03:011:00D	1988	3	00D	11
DEVORD:96:08:308:00D	1996	8	00D	308
DEVORD:96:11:031:00D	1996	11	00D	31
DEVORD:91:12:005:00D	1991	12	00D	5
DEVORD:97:08:071:00D	1997	8	00D	71
DEVORD:LDO2001:00134	2001	0	LDO	134
DEVORD:DOS1999:00026	1999	0	DOS	26
DEVORD:DOS2002:00142	2002	0	DOS	142
DEVORD:92:01:014:00D	1992	1	00D	14
DEVORD:LDO2002:00023	2002	0	LDO	23
DEVORD:LDO2002:00207	2002	0	LDO	207
DEVORD:LDO2002:00300	2002	0	LDO	300
DEVORD:DOS2001:00063	2001	0	DOS	63
DEVORD:LDO2001:00134	2001	0	LDO	134
DEVORD:LDO2001:00223	2001	0	LDO	223
DEVORD:LDO2001:00134	2001	0	LDO	134
DEVORD:95:01:158:01L	1995	1	01L	158
DEVORD:95:01:082:05L	1995	1	05L	82
DEVORD:DOS2000:00232	2000	0	DOS	232
DEVORD:DOS2000:00097	2000	0	DOS	97
DEVORD:093493	1993	9	00D	34

2342006

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Lee Memorial Inc., has properly filed an application on a project known as Health Park Florida for:

In the AG-2 District:

- a) Consider the Application for Development Approval (ADA) for a Development of Regional Impact (DRI); and
- b) A rezoning from AG-2 to Commercial Planned Development District, to permit a mixed use commercial development on a total of 402.8 acres of land. The project will include 1,233,603 square feet of acute care and specialty hospital space (1236 beds), 545,000 square feet of medical and general office space, 200,000 square feet of medical education space, 350,000 square feet of medical and general retail space (food and beverage, financial and business services), 680 independent living units (ACLF), 280 assisted living units (ACLF), 240 nursing home beds, 170,000 square feet of recreational space (Wellness Center), and 160,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities). Buildings in the proposed development will not exceed eight (8) habitable floors. The project will have three consumption on premises (COP) of alcoholic beverages and other such uses as permitted by the CPD category as modified by the Master Concept Plan.

NOTE:

If approved, the Master Concept Plan will deviate from the following Lee County standards:

- (1) Minimum water retention excavation setbacks to a section line of 75 feet (518.C.1), to 0 feet between Sections 33 and 4, and between Sections 4 and 5;
- (2) Minimum water retention excavation setbacks to a street right-of-way of 150 feet (518.C.4), to 0 feet;
- (3) Minimum water retention excavation setbacks to a private property line of 50 feet (518.C.4), to 0 feet;
- (4) Minimum setback between structures and a section line of 75 feet (202.15.B.3.a), to 0 feet between Sections 33 and 4, and between Sections 4 and 5;
- (5) Minimum water retention excavation setbacks to a quarter section line of 60 feet (518.C.2), to 0 feet for the east-west line in Section 4;
- (6) Minimum setback between structures and a quarter section line of 60 feet (202.15.B.3.b), to 0 feet for the east-west line in Section 4, and the north-south line in Sections 33 and 4;
- (7) Deviation from the Wetlands Protection Ordinance #86-31 for the excavation and/or filling of wetlands as identified on the site plan and in the ADA (as supplemented); and

REF 944 PG 1351

RECORD MAINTAINED - CHARGE GREEN, CLERK
BY: H. H. HARRIS, D.C.

BILLED

WHEREAS, the subject property is located at the intersection of Summerlin Road and Bass Road east of Cow Slough, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South, Range 24 East, and Section 33, Township 45 South, Range 24 East, Lee County, Florida:

All of that part of the south half (S ½) of the south half (S ½) of Section 33, Township 45 South, Range 24 East, Lee County Florida lying northwesterly of Summerlin Road (CR-869) and

All that part of Section 04, Township 46 South, Range 24 East, Lee County Florida lying northwesterly of Summerlin Road (CR-869).

Containing 402.83 acres more or less including 3.27 acres more or less in Bass Road (50 feet wide), 12.29 acres more or less in former Iona Drainage District Canals B-1, C-6, and C-8 and 2.2 acres more or less in Florida Power & Light Company right-of-way easement.

WHEREAS, the applicant has indicated the property's current STRAP numbers are: 33-45-24-00-00003.0000,

33-45-24-00-00005.0000,

04-46-24-00-00003.0000,

04-46-24-00-00005.0000,

04-46-24-00-00001.0000,

04-46-24-00-00002.0000,

04-46-24-00-00008.0010,

04-46-24-00-00001.2000,

04-46-24-00-00001.1000; and

WHEREAS, proper authorization has been given to Humphrey, Jones, & Myers, P.A., by Douglas A. Dodson, Executive Director, Lee Memorial Hospital, Inc. the fee simple owner of the subject parcel, to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Planning and Zoning Commission, with full consideration of all the evidence available to the Planning and Zoning Commission; and

WHEREAS, the Lee County Planning and Zoning Commission fully reviewed the matter and recommended PARTIAL APPROVAL of the request, based on the analysis contained in the Staff Report of April 29, 1987, and the testimony given at the May 4, 1987, Planning and Zoning Commission Hearing; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Board of County Commissioners; and

WHEREAS, in the legislative process the Lee County Board of County Commissioners gave full and complete consideration to the recommendations of the staff, the Planning and Zoning Commission, the documents on file with the county, and the testimony of all interested persons:

LEGISLATIVE HISTORY:

The proposed Health Park development is a mixed use health-commercial facility located at the intersection of Summerlin and Bass Roads on a 402.8 acre site. As currently planned, the development will contain a 29.2 acres of residential uses; 120.5 acres of hospital, office, educational and other support services; 31.0 acres of commercial activities; 165.2 acres of open space, lakes, water management facilities and 56.9 acres of roads.

This case was originally scheduled to be heard by the Planning and Zoning Commission on March 2, 1987. At that hearing, the case was continued until April 6, 1987 at which time the case was again continued until May 4, 1987. At the May 4, 1987 hearing, the Planning and Zoning Commission rendered a finding of consistency with the Comprehensive Plan and recommended partial approval of the Development of Regional Impact and approval for Phase I of the Commercial Planned Development with conditions and conceptual approval for Phase II.

On March 23, 1987, the Board of County Commissioners deferred action until May 26, 1987. The May 26, 1987 hearing was rescheduled to June 8, 1987. At the beginning of the June 8, 1987 hearing, the absence of two commissioners was noted and the potential conflict of interest of a third commissioner was resolved. The only area of disagreement between staff and the applicant dealt with transportation impacts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board of County Commissioners does hereby APPROVE:

- (a) The Development Order (#5-8586-63) for a Development of Regional Impact (DRI); and

In the AG-2 District:

- (b) A rezoning from AG-2 to Commercial Planned Development District, to permit a mixed use commercial development on a total of 402.8 acres of land. The project will include 1,233,603 square feet of acute care and specialty hospital space (1236 beds), 545,000 square feet of medical and general office space, 200,000 square feet of medical education space, 350,000 square feet of medical and general retail space (food and beverage, financial and business services), 680 independent living units (ACLF), 280 assisted living units (ACLF), 240 nursing home beds, 170,000 square feet of recreational space (Wellness Center), and 160,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities). Buildings in the proposed development will not exceed eight (8) habitable floors. The project will have three consumption on premises (COP) of alcoholic beverages and other such uses as permitted by the CPD category as modified by the Master Concept Plan.

Approval is subject to the following conditions:

1. Transportation

- a. Approval of this CPD shall include those conditions relating to transportation issues as identified in the approved Development Order on pages 6-15. (copy attached) and as further clarified as follows:

(1) Section D.2.d

While the developer may contribute to Lee County a sum of \$50,000 to expand the County's inventory of permanent count stations at the intersections identified in Condition D.2, it is understood by the developer that, as a part of the annual monitoring report, turning movement counts resulting from those permanent count stations and turning movement counts for all intersections identified in condition (1) and (2) will be provided to the reviewing agencies.

(2) Section D.9

It is understood by the developer that the statement in Condition D.9 which reads". . . (or the County adopted Level of Service policy in effect at the time of the annual report). . ." is not intended to circumvent the Regional Planning Council's Level of Service policy or significant impact criteria. The intent is that the developer will comply with the applicable policy in effect at the time for the specified roads. The statement in questions is intended to read ". . . (or adopted policy in effect at the time of the annual report for th specified roads)."

(3) Section D.5.

The second line of the third paragraph of Condition D.5 includes an editing error. That first sentence should read:

"The developer shall be obligated to reimburse Lee County for the additional right-of-way and construction costs, if any, for that shift in the roadway alignment (ie the difference between an arterial section line alignment and the northern alignment)"

(4) Section D.8.d

The exclusion referred to in Condition D.8.d was intended to apply only to Gladiolus Drive and not to Bass Road or Kelly Road. The improvement to Gladiolus Drive, if undertaken by the developer, would be the equivalent of adding two lanes to the existing two lane roadway.

2. Hurricane Evacuation

- a. The applicant shall appoint a disaster coordinator experienced in emergency planning and operations to coordinate plan preparation for the entire project. The applicant shall also provide notice to prospective facility owners or renters that an emergency plan will be developed, consistent with applicable state and local requirements, and annually maintained for their specific facility. Plan development and maintenance will be coordinated with the project's disaster coordinator.

OFF 944 PG 1354

- b. The applicant shall prepare to the satisfaction of the Director of the Lee County Division of Emergency Management and prior to receiving a certificate of occupancy, an emergency preparedness plan covering the following aspects:

1. Duties and responsibilities
2. Plan coordination and activation
3. Warning and notification
4. Evacuation of population off-site
5. In-place sheltering
6. Off-site sheltering
7. Transportation
8. Support Services for in-place and off-site shelter
9. Security for property and psychiatric patients sheltered off-site
10. Training
11. Communications
12. Continuity of Patient Care on-site and off-site
13. Damage Assessment
14. Recovery

The plan shall be approved annually by the Lee County Department of Public Safety, and shall be coordinated with the existing plans for the Southwest Florida Regional Planning Council and Lee Memorial Hospital.

- c. In order to insure that any structure on the Health Park site which is planned for storm shelter purposes will be able to withstand a hurricane event, the applicant shall provide, prior to issuance of building permits, documentation to the Director of the Division of Emergency Management that such structures shall be constructed to standards to survive a category 4 hurricane to withstand wind loads of not less than 140 mph, utilizing the methodology described in The Jenkins and Charland, Inc. report dated April 30, 1987.
- d. The applicant shall have a current, on-going, annually-updated program to educate residents, patients, and staff in the matters of hurricane threat, hurricane planning, evacuation and sheltering.
- e. The portions of the project to be used as refuge by the persons listed above shall have a minimum elevation of 17 feet above mean sea level. The building(s) used for refuge shall be designed and constructed to withstand winds of 140 mph utilizing the methodology described in The Jenkins and Charland, Inc. report dated April 30, 1987, and be so certified by a licensed engineer. The building(s) shall also be constructed with as little exposed glass as possible and protected by storm shutters. The refuge shall contain emergency power, food, potable water, sanitation facilities, adequate ventilation, medical supplies and communications equipment in sufficient quantities to sustain the refuge for seven days. The communications equipment needs and frequencies shall be determined by the Lee County Office of Emergency Management and shall include radios and a weather thermofax receiver so that Health Park is alerted as early as possible and may begin evacuating as early as possible. All emergency support facilities, water, power, sanitation, etc. shall be located at a minimum of 17 feet above mean sea level.
- f. At least one road connecting the central core of the project with Summerlin Road shall be constructed, as a minimum, at the same elevation as Summerlin Road. This will allow a maximum access to the project before, during and after a hurricane.

- g. All first floor building heights must be elevated at least one (1) foot in excess of the 100-year flood plain which is 8 feet above N.C.V.D. as per the National Flood Insurance Program.

3. Vegetation/Wetlands

- a. To mitigate the encroachment of wetlands, the developer shall create the same vegetation community type elsewhere on site, in accordance with the Master Concept Plan and such other mitigation requirements as may be imposed as a result of wetland modification east of Bass Road. The areas to be used for the creation of wetlands shall be appropriately scraped, contoured and sufficiently planted with the same type wetland vegetation as that found within the wetland areas encroached upon. The top soil of the wetland areas to be developed shall be utilized as mulching for the created wetlands. Prior to Final Development Order approval of Phase I, the exact extent of encroachment shall be field verified by county staff and a specific wetland creation plan, including a timetable shall be provided, both subject to approval by the Department of Community Development.
- b. Prior to Final Development Order approval of Phase I, a specific lake littoral zone creation plan shall be provided (for the proposed 11.4 acres of created lake littoral zone), subject to approval by the Department of Community Development.
- c. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I (site related improvements), the developer shall restore the natural connection of the wetland preservation area, located at the southwestern property corner to Cow Slough by removing the existing north/south ditch and dike and by restoring the natural contour elevations of the area located along the western property boundary adjacent to this wetland preservation area.
- d. All exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) shall be removed from each project segment prior to the completion of that segment. Prior to Final Development Order approval, those areas where mechanical removal of exotic vegetation will be permitted shall be field flagged and approved by the Department of Community Development.
- e. Prior to the issuance of a Certificate of Completion for Phase I, the developer shall remove the exotic vegetation (Brazilian Pepper, Melaleuca, and Australian Pine) located off-site on County owned property within Cow Slough adjacent to the wetland preservation area located at the southwestern property corner. The extent of exotic vegetation removal shall be that area necessary to aid in the re-establishment of the natural connection of this wetland to Cow Slough and shall be mutually agreed upon by county staff and the developer.
- f. Prior to Final Development Order approval for Phase I, a maintenance program shall be provided to control the re-invasion of exotic vegetation in the wetland preservation areas and the created wetland areas. This program shall be in effect for a minimum of three (3) years and shall be approved by the Department of Community Development.
- g. Prior to Final Development Order approval of Phase I, the developer shall provide a specific plan for monitoring the freshwater wetland area located east of Bass Road. This plan shall include at a minimum the methodology for monitoring the wetland with respect to hydrology, vegetation and wildlife habitat and shall be subject to approval by the Department of Community Development.

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- h. The applicant shall monitor the existing stormwater discharge that flows into the Hendry Creek Watershed to determine the appropriate, future discharge route. All further coordination shall be with the SFWMD, FDER, and Lee County.
- i. A regularly scheduled vacuum sweeping program shall be initiated and continued by the applicant, as a best management practice (b.m.p.).
- j. Prior to the issuance of a Lee County Development Standard Ordinance pursuant to the FDO for each parcel, a wetlands use plan shall be submitted to Lee County, SFWMD and SWFRPC showing all areas to be preserved within that parcel, all wetland areas to be created within that parcel and the total number of acres of each.

4. Wildlife

- a. The applicant shall coordinate with appropriate agencies for relocating any threatened or endangered species found on site or to preserve their habitats.

5. Fire Protection

- a. Prior to final plan approval, the applicant shall have made acceptable provisions for off-setting any added net public costs or premature commitment of public funds needed to provide appropriate levels of fire protection services for the development. In particular, the applicant shall make all necessary arrangements with the Iona McGregor Fire District to off-set a proportionate share of the costs of the land, buildings, and equipment required to provide adequate fire protection services to the project.

6. Solid Waste

- a. If any method of hazardous waste disposal is utilized other than on-site incineration, then the applicant shall coordinate with Lee County and FDER for the provision of temporary storage/transfer of special and hazardous wastes that are generated by the development.
- b. The applicant and subsequent tenants of the project shall implement methods of reducing solid waste volume from the project.
- c. The applicant shall identify to local EMS, Fire and Police officials the on-site storage locations and handling and disposing areas of all toxic, hazardous and radioactive materials.
- d. All toxic, hazardous and radioactive materials shall be stored above the category III SLOSH hurricane flood elevation.

7. Stormwater Quality/Drainage

- a. An on-going maintenance, monitoring, and sampling program that regularly inspects, maintains, and samples the stormwater drainage system shall be implemented by the applicant, or his successor, through the project's lifetime.
- b. All commitments provided within the Health Park ADA and supplemental sufficiency documents, with respect to Question 22 (Drainage), shall be incorporated as conditions for approval.

8. Wastewater

- a. Hazardous waste (see solid waste) will be generated by the project. The applicant must provide assurance that any wastewater containing hazardous waste will be segregated from everyday wastewater or receive proper on-site pre-treatment.
- b. The wastewater treatment facility provided on the site shall be temporary only. The applicant shall hook up to the Florida Cities Fiesta Village Wastewater Treatment Plant as soon as possible. Should the temporary plant still be in use after 5 years from the date of approval the final development order, the applicant shall be subject to review in order to make alternative wastewater treatment services. The Director of the Lee County Department of Community Development may provide for an extension of time for the continuation of the use of the temporary plant, if deemed necessary.
- c. The applicant shall continue to explore the potential of receiving treated spray effluent from Lee County Utilities, in order to meet on-site non-potable demands.
- d. If spray irrigation proves infeasible for the Health Park site, then the applicant shall conduct a hydrologic study under the guidance of the SFWMD and Lee County to determine the feasibility of utilizing ground water or surface water for satisfying non-potable demands.

9. Permitted Uses

- a. Permitted uses and conditions are as shown on the Master Concept Plan dated February, 1987, received by the County on June 25, 1987, and as updated through 6-3-87, except as modified by these conditions or as further modified by the D.R.I. Development Order.

10. General Development Conditions

- a. All commitments and impacts mitigating actions provided by the applicant within the Application for Development Approval (and supplementary documents) that are not in conflict with specific conditions for project approval outlined above are officially adopted as conditions for approval.
- b. Deviations (1) through (7) are hereby APPROVED to the extent shown on the Master Concept Plan, and as described in these conditions.
- c. The Master Concept Plan is a single sheet prepared by Johnson Engineering, dated February, 1987 and as updated through 6-3-87, received by the County on June 25, 1987, as modified herein.
- d. That while the land uses in both Phase I and II have been approved, the Applicant cannot proceed to seek Lee County Development Order approvals under the DSO for areas east of Bass Road, except for the Medical Education facility, until such time as the extent of the permitted alteration of the wetland area identified on the Concept Plan and the alignment of Kelly Road have been determined. The Applicant shall submit any additional information to Lee County concerning transportation, wetland protection, and hurricane evacuation, as deemed necessary by the Director of the Lee County Department of Community Development as a result of those added issues.

OFF 944 PG 1358

- e. The development, as part of the annual DRI monitoring report, shall include updated information on the Phase II, the 10-year buildout program and its progress towards obtaining project Certificate of Needs.

11. Potable Water

- a. The applicant shall incorporate the use of water conserving devices, as required by State Law (Chapter 533.14, Florida Statutes).
- b. The applicant shall conduct a phased monitoring program to determine if on-site surface water and groundwater parameters are improving, as a result of plugging on-site abandoned irrigation wells. This monitoring program should be coordinated with the South Florida Water Management District.

Site Plan-87-058 is attached hereto and incorporated herein by reference, as a reduced copy of the Master Concept Plan.

The Development Order for HEALTHPARK FLORIDA, a Development of Regional Impact, #5-8586-63, is attached hereto and incorporated herein by reference.

The following findings of fact were made in conjunction with this approval of CPD rezoning:

- a. The proposed uses are appropriate at the subject location;
- b. Sufficient safeguards to the public interest are provided by the recommended conditions to the Master Concept Plan and by other applicable regulations;
- c. All conditions found on the Master Concept Plan are reasonably related to the impacts on the public's interest created by or expected from the proposed development;
- d. The deviations being recommended for approval enhance the achievement of the objectives of the planned development; and
- e. The general intent of these regulations, to protect the public health, safety, and welfare, is preserved and promoted.

The following findings of fact were made in conjunction with the requested deviations:

Deviation (1) would allow water retention excavation to be constructed over several section lines on the site. No roadways are proposed for these section lines. Deviation (1) is hereby APPROVED.

Deviation (2) would allow water retention excavations to be built within zero feet of a street right-of-way. The Master Concept Plan shows several areas where the lakes either are located under the roadway or are located within 150 feet of the roadway. Deviation (2) is hereby APPROVED.

Deviation (3) would allow water retention lakes to be built over private property lines. The applicant proposes to sell portions of the site to the various service providers. Since some of the properties sold would border lakes this deviation is required. The water management system on the site is integrated and functions as a whole. Deviation (3) is hereby APPROVED.

Deviation (4) would allow the applicant to construct buildings over some of the section lines on the property. No road ways are proposed for these Section lines. Deviation (4) is hereby APPROVED.

Deviation (5) would allow water retention lakes to be built over the quarter section lines. No roadways are proposed for these section lines. Deviation (5) is hereby APPROVED.

Deviation (6) would allow water retention lakes to be built over the quarter section lines. Deviation (6) is hereby APPROVED.

Deviation (7) would allow the filling and/or excavation of some of the wetlands on site as shown on the Master Concept Plan and identified in the project Application for Development Approval. The county environmental staff has reviewed this request. Deviation (7) is hereby APPROVED.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner Goss, and seconded by Commissioner Fussell and, upon being put to a vote, the result was as follows:

Porter J. Goss	Aye
Charles L. Bigelow, Jr.	Aye
Mary Ann Wallace	Absent
Bill Fussell	Aye
Donald D. Slisher	Absent

DULY PASSED AND ADOPTED this 8th day of June, A.D., 1987.

ATTEST:
CHARLIE GREEN, CLERK

BY: Mary Ann Wallace
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Bill Fussell
Chairman

Approved as to form by:

[Signature]
County Attorney's Office

RECEIVED

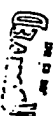
SEP 21 1987

CHARLIE GREEN
CLERK CIRCUIT COURT

BY: Mary Ann Wallace O.C.

REC 944 PG 1360

REC 777.01 DU 1



HealthPark Florida
Lee County, Florida

Longitudinal Research, Inc.

JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
1001 10th Ave. S.W., Dept. 1000, St. Paul, Minn. 55403
612-592-1100

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

REC1944PG1362

DEVELOPMENT ORDER
FOR
HEALTHPARK FLORIDA
A DEVELOPMENT OF REGIONAL IMPACT

#5-8586-63

LET IT BE KNOWN, THAT, PURSUANT TO SECTION 380.06 OF THE FLORIDA STATUTES, THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, HAS HEARD, AT A PUBLIC HEARING CONVENED ON THE EIGHTH DAY OF JUNE, 1987, THE APPLICATION FOR DEVELOPMENT APPROVAL FOR HEALTHPARK FLORIDA, A HOSPITAL/COMMERCIAL/RESIDENTIAL/EDUCATIONAL DEVELOPMENT WHICH CONSISTS OF APPROXIMATELY FOUR HUNDRED TWO POINT EIGHT (402.8) ACRES TO BE DEVELOPED IN ACCORDANCE WITH THE APPLICATION FILED BY LEE HEALTH CARE RESOURCES, INC.,; LEE MEMORIAL HOSPITAL, INC.,; LEE COUNTY HOSPITAL BOARD OF DIRECTORS; AND LEE COUNTY HEALTHPARK JOINT VENTURE (REFERRED TO HEREIN COLLECTIVELY AS "APPLICANT").

WHEREAS, the Board of County Commissioners of Lee County, Florida, has considered the application for Development Approval, the report and recommendations of the Southwest Florida Regional Planning Council, the Lee County Administrative Staff, the Lee County Planning and Zoning Commission, and the documents and comments upon the record made before the Board in public hearing, and, after full consideration of said reports, recommendations, comments, and documents, the Board of County Commissioners of Lee County, Florida, hereby finds and determines that:

I. FINDINGS OF FACT/CONCLUSIONS OF LAW

A. The project will include 1,233,603 square feet of acute care and specialty hospital space (1236 beds), 545,000 square feet of medical and general office space, 200,000 square feet of medical education space, 350,000 square feet of medical and general retail space (food and beverage, financial and business services), 680 independent living units (ACLF), 280 bed (93 units) assisted living (ACLF), 240 bed (80 units) nursing home, 170,000 square feet of recreational space (Wellness Center), and 160,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities). Buildings in the proposed development will not exceed eight (8) habitable floors. The project will have three consumption on premises (COP) of alcoholic beverages and other such uses as permitted by the CPD category as modified by the Master Concept Plan.

B. The legal description of the property is as follows:

All that part of the south half (S-1/2) of the south half (S-1/2) of Section 33, Township 45 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR-869) and
 All that part of Section 4, Township 46 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR-869).
 Containing 402.83 acres more or less including 3.27 acres more or less in Bass Road (50 feet wide), 12.29 acres more or less in former Iona Drainage District Canals B-1, C-6 and C-8 and 2.2 acres more or less in Florida Power & Light Company right-of-way easement.

C. The subject property is presently zoned AG-2, pursuant to the authority of Chapter 125, Florida Statutes, Chapter 61-2405; Laws of Florida (Special Acts), and the Lee County Zoning Regulations of 1962, 1978, and 1986 as amended; and

D. This Application for Development Approval is consistent with the requirements of Section 380.06, Florida Statutes; and

E. The development is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes; and

F. The development does not unreasonably interfere with the achievement of the objectives of an adopted State Land Development Plan applicable to the area; and

G. The development has been reviewed by the Southwest Florida Regional Planning Council and is the subject of the report and recommendations adopted by the council on December 18, 1986 and subsequently forwarded to Lee County pursuant to the provisions of Section 380.06, Florida Statutes; and the proposed development is consistent with the comments and observations of the staff report of the Southwest Florida Regional Planning Council.

H. The development is consistent with the Lee County Comprehensive Plan and Lee County's land development regulations if subject to the conditions contained in this Development Order.

I. Concurrently, with the adoption of this Development Order, the subject property is being rezoned in accordance with Lee County Zoning Ordinance 86-17 as amended, and the Zoning Resolution contains additional details and conditions pertaining to the HealthPark and also provides for certain deviations from Lee County property development regulations.

J. The proposed conditions below meet the criteria found in Section 380.06(15)(d), Florida Statutes.

II. ACTION ON REQUEST

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, in public meeting, duly constituted and assembled this Eighth day of June, 1987, that the Development of Regional Impact Application for Development Approval submitted by James T. Humphrey, authorized representative for the applicant, for the development known as "HealthPark Florida" is hereby APPROVED, subject to the following conditions, restrictions and limitations:

A. DRAINAGE/WATER QUALITY

1. All commitments provided in the A.D.A. and supplemental submittals, with respect to Question 22 (Drainage), are hereby incorporated as conditions to this approval.
2. The developer and/or his successor(s) shall implement an on-going maintenance and monitoring program that regularly inspects, maintains and samples the stormwater discharge from the management system until the complete buildout of HealthPark Florida. The Developer shall establish the legal entity which will carry out this program after tracts and/or units are sold. This monitoring system will be designed in conjunction with the South Florida Water Management District and will meet that agency's technical requirements.
3. The monitoring program for the wetland area east of Bass Road will address, among other objectives as identified by the Director, whether or not the final water management design should direct any flow to the Hendry Creek watershed.
4. The discharge from the water management system will be via a spreader swale system at the western boundary of the property to Cow Slough. This spreader swale system may require authorization from Lee County for lands owned by Lee County in the East 1/2 of the NE 1/4 of Section 5, Township 46 S, Range 24 E. Approval of this development order does hereby authorize any necessary water management improvements on County-owned property. The vacation of public rights to former IDD canals within the site may also be necessary.
5. If reclaimed wastewater cannot be obtained for irrigation purposes, then the applicant shall submit a feasibility study with any water use permit application which explores the utilization of the lowest acceptable quality of groundwater.
6. As a part of its surface water management program, the applicant will submit a comprehensive program for the handling and disposal of any hazardous wastes.

7. A regularly scheduled vacuum sweeping program shall be initiated and continued by the applicant, as a best management practice (b.m.p.).

B. ENERGY

The applicant shall incorporate, where appropriate in saving energy, the following energy conservation features into all site plans and architectural programs, or insure that the following features are implemented whenever possible through deed restrictions and/or covenants with successors in title. All applications for site plan approvals and development permits shall be accompanied by a document detailing compliance with these conditions. If deed restrictions or covenants are utilized, such documents shall be approved by the Lee County Attorney's Office prior to recording. If no deed restrictions are approved and recorded, the prior alternative shall be utilized and the following features must be included.

These features are:

1. Provision of a bicycle/pedestrian system connecting all land uses, consistent with Lee County requirements.
2. Provision of bicycle racks or storage facilities in recreational, commercial and residential areas.
3. Cooperation in the locating of bus stops, shelters and other passenger and system accommodations for a transit system to serve the project area.
4. Use of energy-efficient features in window design (e.g., tinting and exterior shading).
5. Installation of energy-efficient appliances and equipment.
6. Use of water closets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch) as specified in the Water Conservation Act, Section 553.14, Florida Statutes, except where medical considerations suggest otherwise.
7. Selection of native plants, trees, and other vegetation and landscape design features that reduce requirements for water, fertilizer, maintenance and other needs.
8. Planting of native shade trees to provide reasonable shade for all recreation areas, streets and parking areas.
9. Placement of trees to provide needed shade in the warmer months while not overly reducing the benefits of sunlight in the

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winter.

10. Orientation of structures, as possible, to reduce solar heat gain by walls and to utilize the natural cooling effects of the wind.

11. Provision for structural shading (e.g., trellises, awnings, and roof overhangs) wherever practical when natural shading cannot be used effectively.

12. Inclusion of porch/patio areas in residential units.

13. Consideration by the project architectural review committee(s) of energy conservation measures (both those noted here and others) to assist builders and residents in their efforts to achieve greater energy efficiency in the development.

C. FLOODPLAIN/HURRICANE EVACUATION

1. The applicant shall appoint a disaster coordinator experienced in emergency planning and operations to coordinate plan preparation for the entire project. The applicant shall also provide notice to prospective facility owners or renters that an emergency plan will be developed, consistent with applicable state and local requirements, and annually maintained for their specific facility. Plan development and maintenance will be coordinated with the project's disaster coordinator.

2. The applicant shall prepare to the satisfaction of the Director of the Lee County Division of Emergency Management, and prior to receiving a certificate of occupancy, an emergency preparedness plan covering the following aspects:

- (a) Duties and responsibilities
- (b) Plan coordination and activation
- (c) Warning and notification
- (d) Evacuation of population off-site
- (e) In-place sheltering
- (f) Off-site sheltering
- (g) Transportation
- (h) Support Services for in-place and off-site shelter
- (i) Security for property and psychiatric patients sheltered off-site
- (j) Training
- (k) Communications
- (l) Continuity of Patient Care on-site and off-site
- (m) Damage Assessment
- (n) Recovery

The plan shall be approved annually by the Lee County Department of Public Safety, and shall be coordinated with the existing plan for Lee Memorial Hospital.

3. In order to insure that any structure on the HealthPark

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site which is planned for storm shelter purposes will be able to withstand a hurricane event, the applicant shall provide, prior to issuance of building permits, documentation to the Director of the Lee County Division of Emergency Management that such structures shall be constructed to withstand wind loads of not less than 140 miles per hour utilizing the methodology described in the Jenkins & Charland, Incorporated report dated April 30, 1987.

4. The applicant shall have a current, on-going, annually-updated program to educate residents, patients and staff in the matters of hurricane threat, hurricane planning, evacuation and sheltering.

5. The portions of the project to be used as refuge shall have a minimum elevation of 17 feet NGVD. The building(s) used for refuge shall be designed and constructed to withstand winds of 140 miles per hour utilizing the methodology described in the Jenkins & Charland, Incorporated report dated April 30, 1987, and be so certified by a licensed engineer. The building(s) shall also be constructed with as little exposed glass as possible and shall contain emergency power, food, potable water, sanitation facilities, adequate ventilation, medical supplies and communications equipment in sufficient quantities to sustain the refuge for seven days. The communications equipment needs and frequencies shall be determined by the Lee County Division of Emergency Management. All emergency support facilities, water, power, sanitation, etc. shall be located at a minimum of 17 feet above mean sea level.

6. At least one road connecting the central core of the project with Summerlin Road shall be constructed, as a minimum, at the same elevation as Summerlin Road.

7. All first floor building heights must be elevated at least one foot in excess of the 100-year flood level (8 feet NGVD) as provided by the National Flood Insurance Program.

D. TRANSPORTATION

1. Development Phasing/Buildout

The traffic impact assessment upon which this Development Order for HealthPark Florida DRI is based assumes expected buildout in 1997. The traffic impact assessment included the expected impacts of the proposed land uses and phasing schedule shown in Exhibit "A".

2. Annual Monitoring Program

A. An annual traffic monitoring program to be performed by traffic engineers engaged by the developer shall be established to monitor the development's impact upon the area's roadways. The monitoring program shall be designed in cooperation with the

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Lee County Department of Transportation and Engineering. The annual monitoring report shall contain traffic counts at the following locations. (Traffic counts may be obtained from original machine and manual peak hour counts, Lee County Traffic Volume Reports, Florida Department of Transportation, other ADA developments with similar monitoring requirements and other generally acceptable sources.)

a. Location	Development	
	<u>Phase I</u>	<u>Phase II (Buildout)</u>
(1) All project access points onto Bass Road, Kelly Road and A&W Bulb road.	x	x
(2) The intersections of:		
Summerlin Road/San Carlos Blvd.	x	x
Summerlin Road/Bass Road	x	x
Summerlin Road/Kelly Road	x	x
Summerlin Road/Winkler Road	x	x
Summerlin Road/Gladiolus Drive	x	x
Summerlin Road/Cypress Lake Drive	x	x
Gladiolus Drive/Bass Road	x	x
Gladiolus Drive/Winkler Road	x	x
Bass Road/Kelly Road	x	x

b. The developer or his representative shall submit the first monitoring report to the Lee County Engineer, the Southwest Florida Regional Planning Council and the Florida Department of Transportation one year after the issuance of the first certificate of occupancy for HealthPark Florida. Reports shall then be submitted to the agencies listed above each year until buildout. The purpose of this program is to:

- (1) determine whether or not the traffic levels projected in the ADA are exceeded by actual traffic;
- (2) determine the Project's external trip generation; and
- (3) assist Lee County in determining the proper timing of necessary roadway improvements.

c. In lieu of the obligation to annually monitor the above intersections, the developer, with the approval of the Lee County Department of Transportation, may contribute to Lee County a one time sum of \$50,000. This contribution shall go towards expanding the Lee County inventory of permanent count stations by providing permanent count stations at the following intersections.

Summerlin Road/San Carlos Boulevard
Summerlin Road/Gladiolus Drive

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Summerlin Road/Cypress Lake Drive
Summerlin Road/Winkler Road
Gladiolus Drive/Winkler Road

d. In the event that the developer contributes the funding for these permanent count locations, the developer shall only be obligated to annually monitor the following:

- (1) the development's access points onto Bass Road, Kelly Road and A & W Bulb Road.
- (2) the intersections of:
Summerlin Road/Bass Road
Summerlin Road/Kelly Road
Bass Road/Kelly Road

3. Site Related Intersection Improvements

The developer shall, at no cost to Lee County, fund the full costs of the construction of all site related intersection improvements serving HealthPark Florida as deemed necessary by the Lee County Engineer at the Project's access points onto Bass Road, Kelly Road and A&W Bulb Road. As a minimum, the developer shall fund the following Site related improvements:

- a. Bass Road / West Lee Memorial Parkway:
NB left and right turn lanes.
SB left and right turn lanes.
EB left turn lane and thru/right turn lanes.
WB left turn lane and thru/right turn lanes.
- b. Bass Road / East Lee Memorial Parkway:
NB left and right turn lanes.
SB left and right turn lanes.
EB left turn lane and thru/right turn lanes.
WB left turn lane and thru/right turn lanes.
- c. A&W Bulb Road / South Loop Road (if applicable):
NB right turn lane.
SB left turn lane.
WB left and right turn lanes.
- d. A&W Bulb Road / North Loop Road (if applicable):
NB right turn lane.
SB left turn lane.
WB left and right turn lanes.
- e. Kelly Road / East Lee Memorial Parkway (if applicable):
WB left turn lane.
EB right turn lane.
NB left and right turn lanes.

The developer shall not be eligible for credits against road impact fees for construction or dedication of right of way associated with the improvements that are site related as defined by the Roads Impact Fee Ordinance.

4. Site Related Roadway Improvements

The developer shall construct, at no cost to Lee County, all internal roadways within HealthPark Florida including:

- a. West Lee Memorial Parkway.
- b. East Lee Memorial Parkway.
- c. North and south loop road connection of West Lee Memorial Parkway to A&W Bulb Road (if applicable).

B. These roads shall remain private roads, maintained privately, unless subsequently dedicated to and accepted by Lee County.

C. The developer shall not be eligible for credits against road impact fees for construction or dedication of right of way associated with the improvements that are site related as defined by the Roads Impact Fee Ordinance.

5. Kelly Road Realignment

If written approval is obtained from the Director of the Department of Transportation & Engineering, Kelly Road, as part of the HealthPark Florida Master Concept Plan, will be shifted from the present preliminary section line east/west alignment through HealthPark to the Northern boundary of HealthPark. That realignment begins at Summerlin Road and returns to its original alignment approximately 1900 feet west of A&W Bulb Road. Approval of this site plan is not affected if Lee County Department of Transportation & Engineering approves the original alignment or an alternate Kelly Road alignment.

With that written approval from the Director of the Lee County Department of Transportation & Engineering, Lee County shall amend the Official Trafficways Map to reflect this alignment of Kelly Road and this alignment of Kelly Road shall be the roadway center line.

The developer shall be obligated to reimburse Lee County for the additional construction costs, if any, for that shift in the right-of-way and roadway alignment (i.e. the difference between an arterial section line alignment and the northern alignment). Construction cost estimates shall be prepared for both alignments by Lee County subject to review and approval by the developer. Right of way dedications and construction, if any, made by the developer shall be credited against this cost differential, if any.

6. Right-of-Way Dedication

a. The developer shall dedicate the following right of way within or contiguous to HealthPark Florida.

- (1) Sufficient right-of-way along the east and west property lines of Bass Road to provide a total of 150 feet of right of way.

(2) Sufficient right-of-way along the north property line to provide 150 feet of right of way for Kelly Road from A&W Bulb Road to a point approximately 300 feet east of Bass Road.

(3) Sufficient right-of-way within the northeast quadrant of the Project to provide 150 feet of right of way for Kelly Road from a point approximately 300 feet east of Bass Road to Summerlin Road.

(4) Sufficient right-of-way along the west property line to provide 50 feet of right of way for A&W Bulb Road from Kelly Road to a point approximately 400 feet north of Summerlin Road.

(5) Sufficient right-of-way within the southwest quadrant of the project to provide a total of 100 feet of right of way for A&W Bulb Road from a point approximately 400 feet north of Summerlin Road to Summerlin Road.

b. This right-of-way shall be dedicated to Lee County as follows:

(1) Bass Road, 150 feet of right-of-way from Summerlin Road to the northern intersection of West Lee Memorial Parkway with Bass Road at the time of the issuance of the first building permit for HealthPark.

(2) Bass Road, 150 feet of right-of-way from the northern intersection of West Lee Memorial Parkway with Bass Road to the north property line, at the time of the issuance of the first building permits for future health care parcel A.

(3) Kelly Road, 150 feet of right-of-way from A&W Bulb Road to Summerlin Road, at the time of the issuance of the first building permits for future healthcare parcels A and commercial parcels A, B and C or prior to the construction of the Kelly Road extension by Lee County which ever comes first, provided, however, that should Kelly Road be developed as a limited access highway, the developer shall not be precluded from seeking damages relating to the condemnation of its otherwise unlimited access rights.

(4) A&W Bulb Road, 50 and 100 feet of right-of-way as described in 6(A)(4) and 6(A)(5) above, from Summerlin Road to Kelly Road, at the time of the issuance of the first building permit for Phase II of HealthPark.

c. Credits against road impact fees for right-of-way dedication shall be in accordance with the provisions of the Lee County Roads Impact Fee Ordinance.

7. Road Impact Fees / Proportionate Share

a. The developer shall pay to Lee County the road impact fees in effect at the time building permits are issued for HealthPark Florida. These impact fee payments shall represent

proportionate share payments for the following roadway and associated intersection improvements:

- (1) The addition of two lanes on U.S. 41 from the existing six lane section south of Daniels Road to Sanibel Boulevard.
- (2) The addition of four lanes on McGregor Boulevard from Cypress Lake Drive to A&W Bulb Road.
- (3) The addition of four lanes on San Carlos Boulevard from Siesta Drive to Indian Parkway.
- (4) The addition of two lanes on Gladiolus Drive from A&W Bulb Road to Summerlin Road.
- (5) The addition of four lanes on Gladiolus Drive from Summerlin Road to the existing four lane section west of U.S. 41 and two lanes from the existing four lane section to U.S. 41.
- (6) The addition of two lanes on Summerlin Road from San Carlos Boulevard to College Parkway.
- (7) The addition of two lanes on Winkler Road from Gladiolus Drive to Cypress Lake Drive.
- (8) The reconstruction of Bass Road and addition of two lanes to Bass Road from Summerlin Road to Gladiolus Drive.
- (9) The four lane extension of Bass Road from Gladiolus Drive to Cypress Lake Drive.
- (10) The four lane extension of Kelly Road from Summerlin Road to Bass Road.
- (11) The two lane extension of Kelly Road from Bass Road to Pine Ridge Road.
- (12) Intersection improvements at the following locations:
 - (a) Summerlin Road/San Carlos Boulevard
 - (b) Summerlin Road/Bass Road
 - (c) Summerlin Road/Kelly Road
 - (d) Summerlin Road/Gladiolus Drive
 - (e) Summerlin Road/Cypress Lake Drive
 - (f) Gladiolus Drive/Winkler Road
 - (g) Gladiolus Drive/Bass Road
 - (h) Gladiolus Drive/A&W Bulb Road
 - (i) A&W Bulb Road/McGregor Boulevard
 - (j) Summerlin Road/Winkler Road
 - (k) Bass Road/Kelly Road

b. Should the roads impact fees be repealed, reduced or made unenforceable by court action, the traffic impacts of HealthPark Florida shall be immediately reanalyzed to determine

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appropriate alternative mitigation and the Development Order amended as appropriate to include such mitigation prior to the issuance of subsequent building permits.

8. Construction In Lieu of Impact Fees

a. In lieu of payment of all or portions of road impact fees, the developer with the prior approval of Lee County may construct, or participate in the construction of, portions of, or all of, one or more of the following roadway improvements:

(1) widening of Gladiolus Drive to four lanes from the existing four lane section west of US 41 to Summerlin Road.

(2) widening of Gladiolus Drive to four lanes from Summerlin Road to Bass Road.

(3) improvements to the existing two lanes and the widening of Bass Road to four lanes from Summerlin Road to Gladiolus Drive.

(4) extension of Kelly Road as four lanes from Summerlin Road to Bass Road.

(5) intersection improvements at Summerlin Road/Bass Road, Summerlin Road/Kelly Road, Bass Road/Gladiolus Drive, Summerlin Road/San Carlos Boulevard, and Summerlin Road/Gladiolus Drive.

b. Construction in lieu of roads impact fees must be in accordance with the provisions of the roads impact fee ordinance in effect at the time of construction and must be acceptable to Lee County and, if applicable, the Florida Department of Transportation.

c. The developer's desire and ability to construct or participate in the construction of portions of, or all of, one or more of the above improvements is intended to:

(1) substitute for impact fee payments,

(2) insure that roadway construction occurs in a timely fashion to serve this development.

d. If undertaken by the developer, the developer shall have no obligation for right of way acquisition, reconstruction of the existing roadway to County standards, unusual and unexpected utility relocation and the like.

e. If the dollar value of such improvements (actual construction or dollar payments) during Phase I exceed roads impact fees, that excess value shall be carried over to the next phase of development. In the event that the total dollar value of such improvements during buildout of HealthPark exceeds road impact fees, HealthPark shall be eligible to recapture that excess value through a rebateable agreement which would include,

but not be limited to, reimbursement from other area developments and County Road Impact Fee revenues.

9. Level of Service/Significant Impact

In the event that:

a. Level of Service "C" on an annual average daily basis (or the County adopted level of service policy in effect at the time of the annual report) be exceeded for any regional road segment and/or intersection identified above and which operates, at the effective date of this development order, at Level of Service "C" or better; or

b. the existing volume to capacity ratios for those regional road segments and/or intersections identified above and which operate, at the effective date of this development order, at worse than Level of Service "C" be exceeded; and

(1) the required road and/or intersection improvements necessary to bring the identified roadway back to Level of Service "C" (or the County adopted level of service policy in effect at the time of the annual report) or necessary to maintain and/or improve the existing volume to capacity ratios are not funded and programmed for construction during the next five years (or if such roadway and/or intersection improvement funded and programmed for construction during that five year period be deleted from the program, postponed beyond the five year period or not constructed within the five year period), and

(2) HealthPark Florida traffic is utilizing 5% or more, but less than 10% of the Level of Service "C" service volume on an annual average daily basis (or the County adopted level of service policy in effect at the time of the annual report) on the impacted regional road segment or intersection; then the Developer shall within ninety (90) days file a petition in accordance with Florida Statute 380.06 for determination of whether a substantial deviation has occurred.

c. If HealthPark Florida is utilizing 10% or more of the Level of Service "C" service volume on an annual average daily basis (or the adopted County level of service policy in effect at the time of the annual report) of the impacted regional road segment or intersection, and:

(1) The actual level of service on the said roadway, which at the effective date of this development order operates at level of Service "C" or better, falls below Level of Service "C" on an annual average daily basis (or the County adopted Level of Service policy in effect at the time of the annual report); or

(2) The actual volume to capacity ratio on the said roadway which at the effective date of this development order operates at

worse than Level of Service "C", is worse than that existing at the effective date of this development order; then a substantial deviation shall be deemed to have occurred and this development shall be subject to any moratorium imposed on all developments impacting that same road.

d. HealthPark Florida may continue development during substantial deviation DRI review if the Developer enters into an agreement with the Department of Community Affairs, the Southwest Florida Regional Planning Council, and Lee County specifying the scope of development allowed during the review period. This paragraph shall not be construed to guarantee to HealthPark Florida the right to continue development during the substantial deviation DRI review.

10. Traffic Reassessment

a. Due to the uncertain status of several area roadway improvements including the extension of Bass Road from Gladiolus Drive to Cypress Lake Drive and Kelly Road from Summerlin Road to Pine Ridge Road, the Developer may be required to submit for review and approval a traffic reassessment prior to the issuance of the first building permit for Phase II development (Exhibit A). The traffic reassessment shall be required if the following conditions are met.

(1) total HealthPark Florida external trip generation for Phase I development exceeds 19,500 trip ends on an annual average daily basis, or

(2) the extension of Bass Road from Gladiolus Drive to Cypress Lake Drive is not funded and programmed to be operational during the next five year development phase and Summerlin Road from Gladiolus Drive to Cypress Lake Drive operates at the end of Phase I or is projected to operate during the next phase of development at lower than the County's adopted level of service policy in effect at the time, and

(3) the extension of Kelly Road from Summerlin Road to Pine Ridge Road is not funded and programmed to be operational during the next five year phase of development and Summerlin Road from Winkler Road to San Carlos Boulevard and Gladiolus Drive from Winkler Road to McGregor Boulevard operate at the end of Phase I or are projected to operate during the next phase of development at lower than the County's adopted level of service policy in effect at the time.

b. The traffic reassessment, if required, shall be submitted to the Department of Community Affairs, Southwest Florida Regional Planning Council, and Lee County and will be an equivalent to an update of the developer's ADA assessment of Question 31 in the DRI Questionnaire. The traffic reassessment will document commitments in approved planning programs to fund future roadway improvements resulting from existing traffic, area developments and HealthPark Florida during the next phase of

development, the HealthPark's and other area developments' contributions toward roadway improvements during the previous phase of development, and the HealthPark's obligations, if any, to mitigate additional traffic impacts through the next phase of development.

11. Municipal Services Benefit Unit

A. Nothing contained in this Development Order shall be construed to exempt this development from participation in the funding, through Municipal Services Benefit Units (MSBU's) or other special assessment districts, of improvements to various State and County arterial and collector roads to the degree to which this development generates demand or is benefited. If, at that time, this funding is creditable against impact fees, then the appropriate credits will be taken.

E. VEGETATION AND WILDLIFE/WETLANDS

1. All commitments appearing in the A.D.A. and sufficiency responses pertaining to vegetation and wildlife are incorporated as conditions of approval herein.

2. To mitigate the encroachment of wetlands, the developer shall create the same vegetation community type elsewhere on site, in accordance with the Master Concept Plan, and such other mitigation requirements as may be imposed as a result of wetland modification east of Bass Road. The areas to be used for the creation of wetlands shall be appropriately scraped, contoured and sufficiently planted with the same type wetland vegetation as that found within the wetland areas encroached upon. Prior to the issuance of a Final Development Order for the site related improvements to Phase I, (hereinafter referred to as FDO), the exact extent of encroachment shall be field verified by county staff and the developer and a specific wetland creation plan and a timetable shall be provided, both subject to approval by the Department of Community Development.

3. Prior to the issuance of a FDO for Phase I (site-related improvements), a detailed water management lake littoral zone creation plan shall be provided for each segment to be permitted, subject to approval by the Department of Community Development.

4. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I (site-related improvements), the developer shall restore the natural connection of the wetland preservation area located at the southwestern property corner to Cow Slough by removing the existing north/south ditch and dike and by restoring the natural contour elevations of the area located along the western property boundary adjacent to this wetland preservation area.

5. All exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) shall be removed from each project segment prior

to the completion of that segment.

6. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I, the developer shall remove the exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) located off-site on County owned property within Cow Slough adjacent to the wetland preservation area located at the southwestern property corner. The extent of exotic vegetation removal shall be that area necessary to aid in the reestablishment of the natural connection of this wetland to Cow Slough and shall be mutually agreed upon by county staff and the developer.

7. Prior to the issuance of a Final Order pursuant to the FDO for Phase I (site-related improvements), a maintenance program shall be provided to control the reinvasion of exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) in the wetland preservation areas and the created wetland areas on the HealthPark Florida site. This program shall be in effect for a minimum of three (3) years and shall be approved by the Department of Community Development.

8. Prior to the issuance of a FDO for Phase I, the developer shall provide a specific plan for monitoring the freshwater wetland area located east of Bass Road. This plan shall include at a minimum the methodology for monitoring the wetland with respect to hydrology, vegetation and wildlife habitat and shall be subject to approval by the Department of Community Development.

9. The applicant shall monitor the existing stormwater discharge that flows into the Hendry Creek Watershed to determine the appropriate future discharge route. All further coordination shall be with the SFWMD, FDER and Lee County.

10. Prior to the issuance of a Lee County Development Standards Ordinance pursuant to the FDO for each parcel, a wetlands plan for that parcel shall be submitted to Lee County, SFWMD and SWFRPC showing all areas to be preserved within that parcel, all wetland areas to be created within that parcel and the total number of acres of each.

11. The applicant shall coordinate with appropriate agencies for the relocation of any threatened or endangered species found on the site or outline a program to insure their continued well being.

12. In order to address the recommendation contained in the staff report of the Regional Planning Council, the master concept plan has been redrawn to indicate the relocation of A&W Bulb Road extension to the east of the wetland area.

F. WATER/WASTEWATER

1. The applicant will design the buildings and facilities

in light of modern water conserving principles. If irrigation from the site must be pumped, studies will be done to utilize the lowest acceptable water quality aquifers.

2. All efforts will be made to utilize public sewage treatment in the area, if available. If not available, on-site sewage treatment facilities will be flood proofed.

3. If a wastewater treatment facility is provided on site, it shall be temporary only and should the temporary plant still be in use after 5 years from the date of approval of the final development order, the applicant shall be subject to review in order to make alternative wastewater treatment services. The Director of the Lee County Department of Community Development may provide for an extension of time for the continuation of the use of the temporary plant, if deemed necessary.

4. The applicant shall continue to explore the potential of receiving treated spray effluent from Lee County Utilities, in order to meet on-site nonpotable demands.

5. If spray irrigation proves infeasible for the HealthPark site, then the applicant shall conduct a hydrologic study under the guidance of the SFWMD and Lee County to determine the feasibility of utilizing ground water or surface water for satisfying nonpotable demands.

6. Any wastewater containing hazardous waste will be segregated from everyday wastewater or receive proper on-site pretreatment.

7. The applicant shall incorporate the use of water conserving devices, as required by State Law (Section 533.14, Florida Statutes).

8. The applicant shall conduct a phased monitoring program to determine if on-site surface water and groundwater parameters are improving, as a result of plugging on-site abandoned irrigation wells. This monitoring program should be coordinated with the SFWMD.

G. SOLIDWASTE

1. If any method of hazardous waste disposal is utilized other than on-site incineration, then the applicant shall coordinate with Lee County and FDER for the provision of temporary storage/transfer of special and hazardous wastes that are generated by the development.

2. The applicant and subsequent occupants of the project shall implement methods of reducing solid waste volume from the project.

3. The applicant shall identify to local EMS, Fire and

Police officials the on-site storage locations and handling and disposal areas of all toxic, hazardous and radioactive materials.

4. All toxic, hazardous and radioactive materials shall be stored above the category III SLOSH hurricane flood elevation.

H. GENERAL DEVELOPMENT CONDITIONS

1. The Master Concept Plan prepared by Johnson Engineering dated February 1987 as updated through June 3, 1987, as amended at the Public Hearing, is incorporated into and made a part of this Development Order. The permitted uses and conditions are as shown on the Master Concept Plan and the conditions contained within this development order.

2. While the land uses in both Phase I and II have been approved, the applicant cannot proceed to seek Lee County development order approvals under the DSO for the areas east of Bass Road, except for the medical education facility, until such time as the extent of permitted alteration of the wetland area identified on the concept plan and the alignment of Kelly Road can be determined. The applicant shall submit any additional information to Lee County concerning transportation, wetland protection and hurricane evacuation as deemed necessary by the Director of the Lee County Department of Community Development, as a result of added issues or impacts not addressed in the ADA arising from modification of the site plan to accommodate the wetland and Kelly Road alignment determinations. The information and changes, if any, will be reviewed to determine whether such changes cumulatively constitute a substantial deviation pursuant to subsection (19) of §380.06 F.S. Unless a substantial deviation is established, the site plan may be modified with the approval of the director of the Lee County Department of Community Development to accommodate the wetland and Kelly Road alignment determinations.

3. The existing agricultural uses may continue or be discontinued and recontinued from time to time until the certificate of occupancy for the acute care hospital is obtained.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER AND ADMINISTRATIVE REQUIREMENTS

BE IT FURTHER RESOLVED by the Board of County Commissioners of Lee County, Florida, that:

A. This resolution shall constitute the Development Order of this Board issued in response to the Development of Regional Impact Application for Development Approval filed for HealthPark Florida.

B. All commitments and impact mitigating actions volunteered by the developer in the Application for Development Approval and supplementary documents and not in conflict with

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conditions or stipulations specifically enumerated above are hereby adopted to this Development Order by reference.

C. This Development Order shall be binding upon the applicants and their heirs, assignees or successors in interest. Those portions of this Development Order which clearly apply only to the project developer, including but not limited to the initial construction of capital facilities, shall not be construed to be binding upon future residents. It shall be binding upon any builder/developer who acquires any tract of land within HealthPark Florida.

D. The terms and conditions set out in this document constitute a basis upon which the developer and County may rely in future actions necessary to implement fully the final development contemplated by this Development Order.

E. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney's fees, shall be paid by the defaulting party.

F. Any reference herein to any governmental agency shall be construed to mean any future instrumentality which may be created and designated as successor in interest to, or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order.

G. In the event that any portion or section of this Development Order is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Development Order which shall remain in full force and effect.

H. The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the applicant to comply with all applicable local or state review and permitting procedures, except where otherwise specifically provided. Such approval shall also not obviate the duty of the applicant to comply with any County Ordinance or other regulations adopted after the effective date of this Development Order.

I. Subsequent requests for local development permits shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

1. A substantial deviation from the terms or conditions of this development order, or other changes to the approved development plans which create a reasonable likelihood of adverse

regional impacts or other regional impacts which were not evaluated in the review by the Southwest Florida Regional Planning Council; or

2. An expiration of the period of effectiveness of this development order as provided herein.

Upon a finding that either of the above is present, the Board shall order a termination of all development activity until such time as a new DRI Application for Development Approval has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes, and all local approvals have been obtained.

J. The deadline for commencing physical development under this Development Order shall be five (5) years from the date of adoption of the Order, provided that all conditions are met in a timely manner and further provided that this effective period may be extended by this Board upon a finding of excusable delay in any proposed development activity and that conditions have not changed sufficiently to warrant further consideration of the development. In the event the developer fails to commence significant physical development of that property identified in this development order within five (5) years from the date of rendition of this Development Order, development approval shall terminate and the development shall be subject to further consideration. Significant physical development shall include obtaining a Certificate of Completion on some substantial portion of the project (e.g., water management system or a major road system). This Development Order shall otherwise terminate in twenty (20) years from its approval date, unless an extension is approved. An extension may be granted by the Board of County Commissioners if the project has been developing substantially in conformance with the original plans and approval conditions, and if no substantial adverse impacts not known to the Southwest Florida Regional Planning Council or to Lee County at the time of their review and approval, or arising due to the extension, have been identified. However, an extension of the date of buildout of a development by five (5) or more years shall be presumed to create a substantial deviation subject to further development-of-regional-impact review. The presumption may be rebutted by substantial, competent evidence at the public hearing held by Lee County. For the purpose of calculating when a buildout date has been exceeded, the time shall be tolled during the pendency of administrative and judicial proceedings relating to development permits.

K. The development will not be subject to down-zoning, unit density reduction, or intensity reduction, for five (5) years following the approval of zoning, unless the County demonstrates that substantial changes have occurred in the conditions underlying the approval of this Development Order including, but not limited to, such factors as a finding that the development order was based on substantially inaccurate information provided by the developer, or that the change is

clearly established by local government to be essential to the public health, safety and welfare.

L. The Administrative Director of the Lee County Department of Community Development or his/her designee shall be the local official responsible for assuring compliance with this Development Order.

M. The applicants, or their successor(s) in title to the undeveloped portion of the subject property, shall submit a report annually to the Lee County Board of County Commissioners, the Southwest Florida Regional Planning Council, the State Land Planning Agency, and all affected permit agencies. This report shall describe the state of development and compliance as of the date of submission, and shall further be consistent with the rules of the State Land Planning Agency. The annual report shall contain information as specified in Exhibit "B". The first monitoring report shall be submitted to the Administrative Director of the Department of Community Development not later than August 1, 1988, and further reporting shall be submitted not later than August 1st of subsequent calendar years. Failure to comply with this reporting procedure is governed by Section 380.06 Florida Statutes, and the applicant shall so inform any successor in title to any undeveloped portion of the real property covered by this Development Order.

N. Certified copies of this Development Order will be forwarded to the Southwest Florida Regional Planning Council, the developer and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, but shall not be effective until the expiration of the statutory appeals period (45 days from rendition) or until the completion of any appellate proceedings, whichever time is greater. Upon this Development Order becoming effective, notice of its adoption shall be recorded in the Office of the Clerk of the Circuit Court by the developer, as provided in Chapter 380, Florida Statutes.

THE MOTION TO ADOPT the above resolution was offered by Commissioner Goss and seconded by Commissioner Fussell and upon poll of the members present, the vote was as follows:

Commissioner Goss	Aye
Commissioner Bigelow	Aye
Commissioner Wallace	Absent
Commissioner Fussell	Aye
Commissioner Slishe	Absent

OFF 1944 PG 1383

DULY PASSED AND ADOPTED this 8th day of June, 1987.

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: *[Signature]*
(Vice-Chairman)

ATTEST
Charlie Green, Clerk

[Signature]
Deputy Clerk

APPROVED AS TO FORM

By: *[Signature]*
County Attorney's Office

EXHIBIT "A"

Land Use	Phase I		Phase II		Total Units	Total Beds
	Units	Beds	Units	Beds		
<u>Residential</u>						
Independent Living	440	440	240	240	680	680
Assisted Living & Skilled Nursing	87	260	86	260	173	520
Lodging - Motel	30		30		60	
Total		700		500		1,200
<u>Land Use</u>						
<u>Institutional</u>						
Acute Care Hospital (Incl. Women & Children Rehab & Cancer)	352,603	380	364,000	388	716	768
Doctor's Offices (Out Patients & Lab)	225,000		225,000		450,000	
Medical Services Mall	25,000		25,000		50,000	
Specialized Hospitals & Health Care Facilities	141,000	234	141,000	234	282,000	468
Medical Education	100,000		100,000		200,000	
Wellness Center	85,000		85,000		170,000	
Future Hospital Functions	110,000		125,000		235,000	
Support Facilities (Campus Services)	80,000		80,000		160,000	
Total	1,118,603		1,145,000		2,263,603	
<u>Commercial</u>						
Future Commercial A, B and D	100,000		200,000		300,000	
<u>Open Space</u>						
Open Space, Lakes Water Management Easements	99.0 acres		66.2 acres		165.2	

REF 944 PG 1385

<u>Roads</u>			
Roads (internal road network)	39.8 acres	17.1 acres	56.9
Total	138.8 acres	83.3 acres	222.1

SEP 28 8 38 AM '87

REF 944 PG 138b

INFORMATION TO BE INCLUDED
IN ANNUAL MONITORING REPORT

- a. Any changes in the plan of development, or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year;
- b. A summary comparison of development activity proposed and actually conducted for the year;
- c. Undeveloped tracts of land, other than individual single family lots, that have been sold to a separate entity or developer;
- d. Identification and intended use of lands purchased, leased, or optioned by the developer adjacent to the original DRI site since the development order was issued;
- e. An assessment of the developer's and the local government's compliance with the conditions of approval contained in the DRI development order and the commitments which are contained in the Application for Development Approval and which have been identified by the local government, the Regional Planning Council, or the Department of Community Affairs as being significant;
- f. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;
- g. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
- h. A list of significant local, state, and federal permits which have been obtained or which are pending by agency, including type of permit, permit number and purpose of each;
- i. A statement that all persons have been sent copies of the annual report in conformance with Subsection 380.06(14) and (16), Florida Statutes; and
- j. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Subsection 380.06(14)(d), Florida Statutes.

ADMINISTRATIVE APPROVAL

AMENDMENT

LEE COUNTY, FLORIDA

11/37/90
RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

WHEREAS, Douglas A. Dodson, Executive Director, Lee Health Care Resources and Lee Memorial Hospital, has filed an application for administrative approval of an amendment to a Commercial Planned Development on a project known as Health Park DRI for approval of a uniform master signage plan on property located at 16201 Bass Road, Fort Myers, Florida, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South, Range 24 East, and Section 33, Township 45 South, Range 24 East, Lee County, Florida:

All that part of the South Half (SH) of the South Half (SH) of Section 33, Township 45 South, Range 24 East, Lee County, Florida, lying Northwesternly of Summerlin Road (CR-869) and

All that part of Section 04, Township 46 South, Range 24 East, Lee County, Florida, lying Northwesternly of Summerlin Road (CR-869).

Containing 402.83 acres more or less including 3.27 acres more or less in Bass Road (50 feet wide), 12.29 acres more or less in former Iona Drainage District Canals B-1, C-6 and C-8 and 2.2 acres more or less in Florida Power & Light Company right-of-way easement.

WHEREAS, the property was originally rezoned in hearing number 87-3-10 DRI; and

WHEREAS, Lee County Ordinance 89-04 amends the Zoning Ordinance (Ordinance No. 86-17) to provide for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

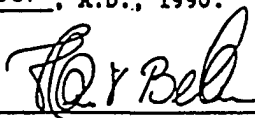
Intergraph Terminal _____
Intergraph Map (Update) 11-19-90
Official Zoning Map 11-26-90

WHEREAS, Staff, in review of this application, finds the proposed administrative amendment, concerning a master signage plan, proposes signage that is interior to the site and does not increase density or intensity of the development, nor decreases buffer and open space.

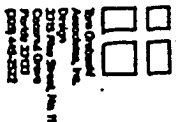
NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Health Park DRI for approval of a master signage plan is APPROVED with the following conditions:

1. Signs within this development shall conform with the master signage plan entitled, "Healthpark Florida, Exterior Signage & Graphics" (dated July, 1989, last revised April 9, 1990, stamped received May 31, 1990), as prepared by Tom Graboski Associates, Inc., except as amended herein.
2. This approval does not include the main identification sign, which the applicant has indicated is being redesigned. This main identification sign is subject to review and approval, in accordance with the Lee County Sign Ordinance, prior to its construction.

DULY SIGNED this 25th day of October, A.D., 1990.

BY: 

Hans D. Behrens
Deputy Director
Department of Community Development



Deane
and his sons
ROBERT COOPER

Health Park Florida Exterior Signage & Graphics

APPROVED

Attached is
 your letter of
 10/10/1919.
 Very truly
 yours,
 J. H. P.

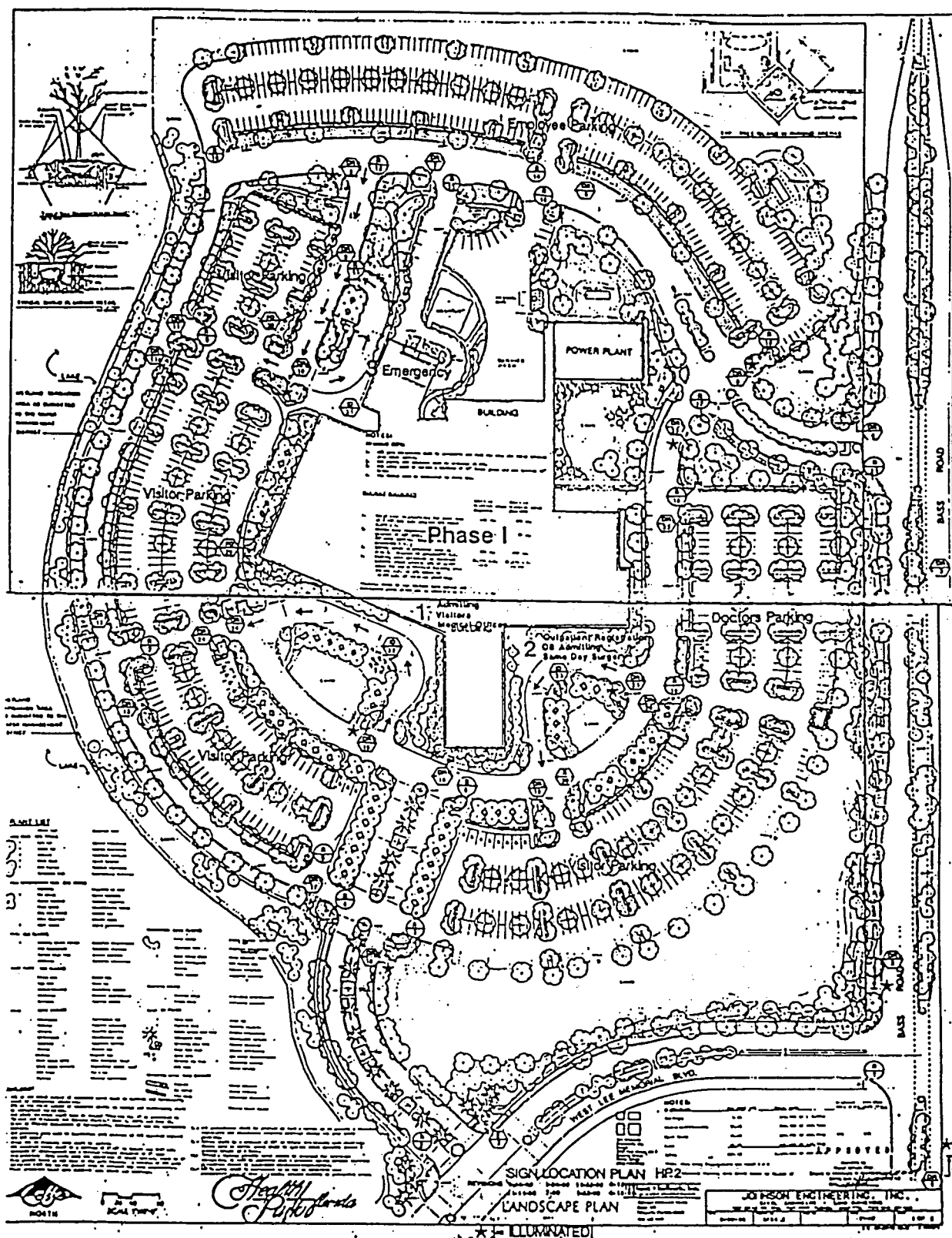
Chief Lee Health Ventures, Inc.

Date 7-10

Notes 14-20-61

44

Phase 1 Health Park Florida



HealthPark Florida, Inc. 11-23-88

General Notes & Specifications

- 1. The following information is intended to provide a general overview of the project and is not intended to be a substitute for the detailed specifications and drawings.
- 2. The project is located at the intersection of Highway 1 and Highway 2, in the City of Miami.
- 3. The project consists of a new building and an existing building.
- 4. The new building is to be constructed on a 10,000 square foot lot.
- 5. The existing building is to be renovated and expanded to a total of 20,000 square feet.
- 6. The project is to be completed within 12 months.
- 7. The project is to be completed within a budget of \$10,000,000.
- 8. The project is to be completed within a budget of \$10,000,000.
- 9. The project is to be completed within a budget of \$10,000,000.
- 10. The project is to be completed within a budget of \$10,000,000.
- 11. The project is to be completed within a budget of \$10,000,000.
- 12. The project is to be completed within a budget of \$10,000,000.
- 13. The project is to be completed within a budget of \$10,000,000.
- 14. The project is to be completed within a budget of \$10,000,000.
- 15. The project is to be completed within a budget of \$10,000,000.
- 16. The project is to be completed within a budget of \$10,000,000.
- 17. The project is to be completed within a budget of \$10,000,000.
- 18. The project is to be completed within a budget of \$10,000,000.
- 19. The project is to be completed within a budget of \$10,000,000.
- 20. The project is to be completed within a budget of \$10,000,000.

HealthPark Florida Typeface Standard

Times Bold
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
PQRSTUVWXYZ
1234567890\$)-&?().

TABLE 1: Project Summary	
Project Name	HealthPark Florida
Location	11-23-88
Owner	HealthPark Florida, Inc.
Architect	HealthPark Florida, Inc.
Engineer	HealthPark Florida, Inc.
Contractor	HealthPark Florida, Inc.
Subcontractors	HealthPark Florida, Inc.
Materials	HealthPark Florida, Inc.
Equipment	HealthPark Florida, Inc.
Services	HealthPark Florida, Inc.
Other	HealthPark Florida, Inc.



HealthPark Florida, Inc. 11-23-88

11-23-88

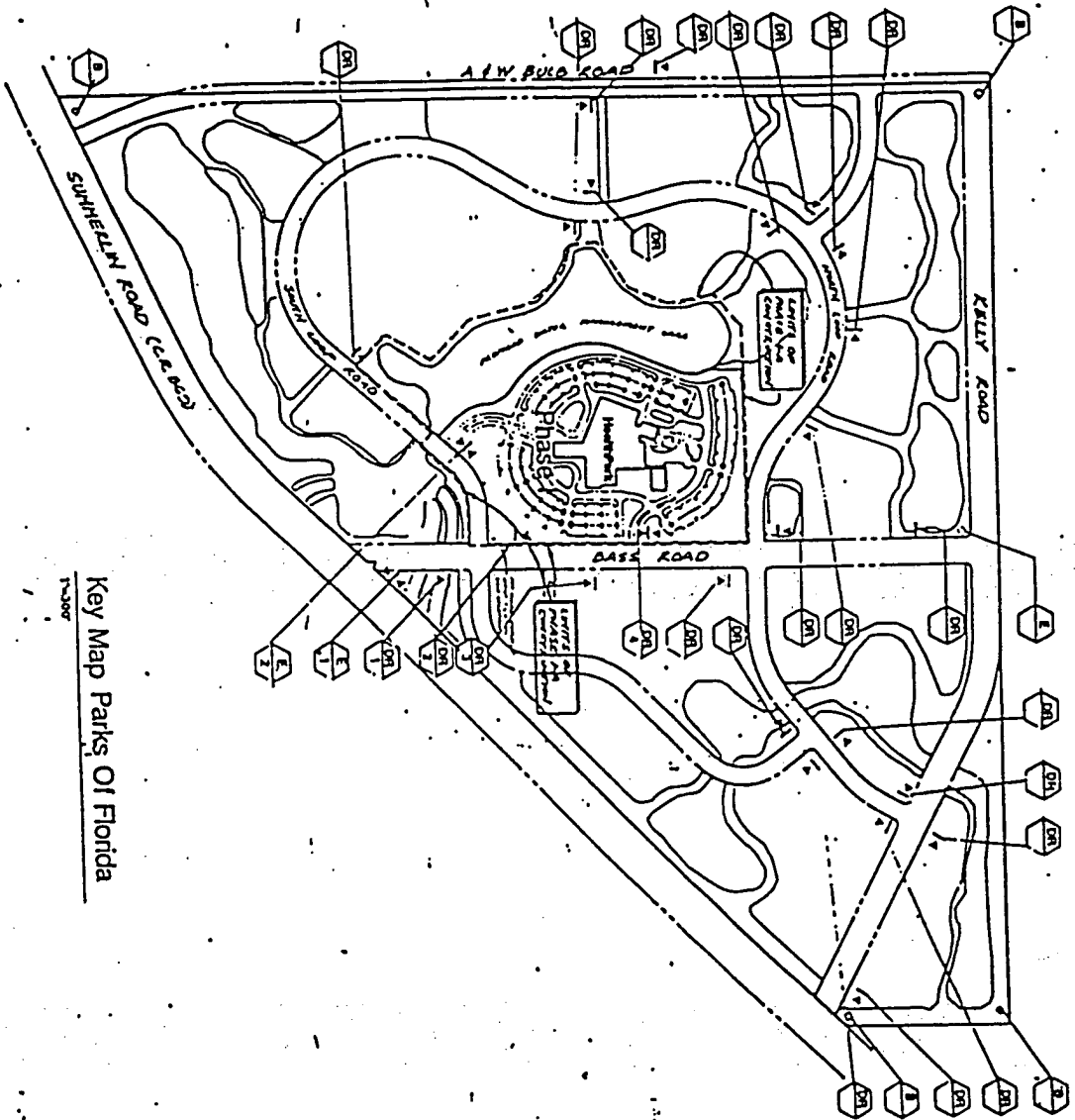
11-23-88

HP 1

APPROVED
11-23-88

HealthPark Florida, Inc.
11-23-88

Boundary Marker:
 B Main Entry
 E Main Entry
 DR Major Directional



One Line North Ventures, Inc.

One 10/11/98
 1-3007

Project Parks Of Florida Exterior Signage

Phase 2-1-98

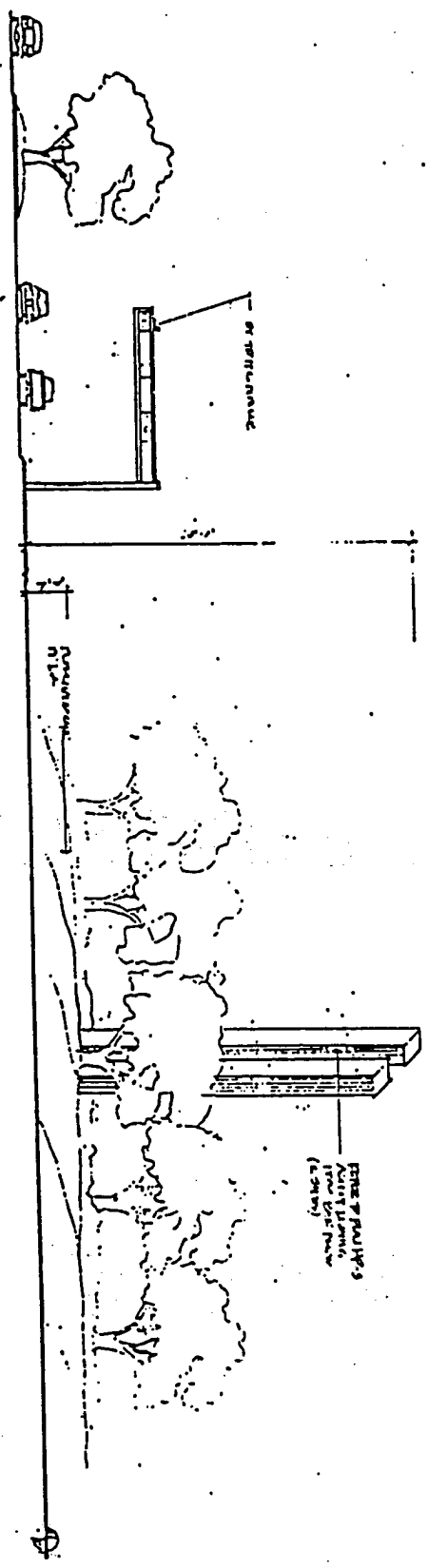
PF1

APPROVED

Signature of
 Date
 Title

One Line North Ventures, Inc.
 2001 Park Street, No. 8
 Suite 200
 Fort Worth, TX 76102
 (817) 441-1111

☐ ☐ ☐ ☐
 Not Checked
 Design
 3307 Reg Street, No. 8
 Central Over
 3307 Reg Street
 3307 Reg Street
 3307 Reg Street



Health Park Florida Entry Feature
 (Looking West)

Preliminary Design Drawing Only

APPROVED

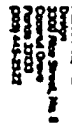
Approved By
 3307 Reg Street, No. 8
 Central Over
 3307 Reg Street
 3307 Reg Street

3307 Reg Street, No. 8
 Central Over
 3307 Reg Street
 3307 Reg Street

3307 Reg Street, No. 8
 Central Over
 3307 Reg Street
 3307 Reg Street

HP4





Preliminary Design Drawing Only

Dear friend
 I am so glad to hear of your
 recovery of health!
 Love
 M.

ॐ

● THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

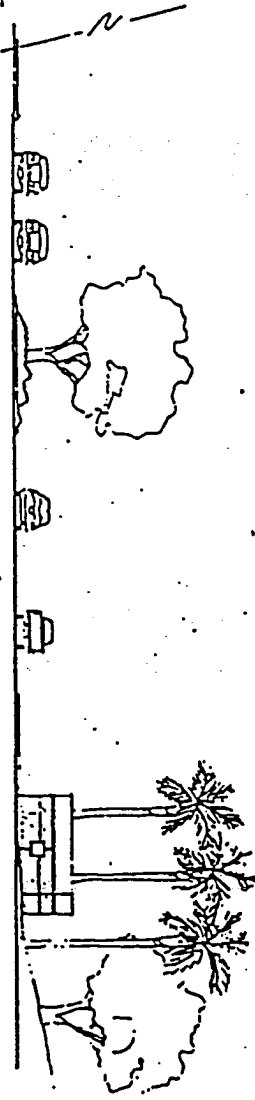
One Love Health Care, Maryland, Inc. One Love 442
 442-442-4422
 Fax: 442-442-4422
 Email: info@one-love.com
 Address: One Love Health Care, 10000
 10000

14-00000
 14-00000
 14-00000

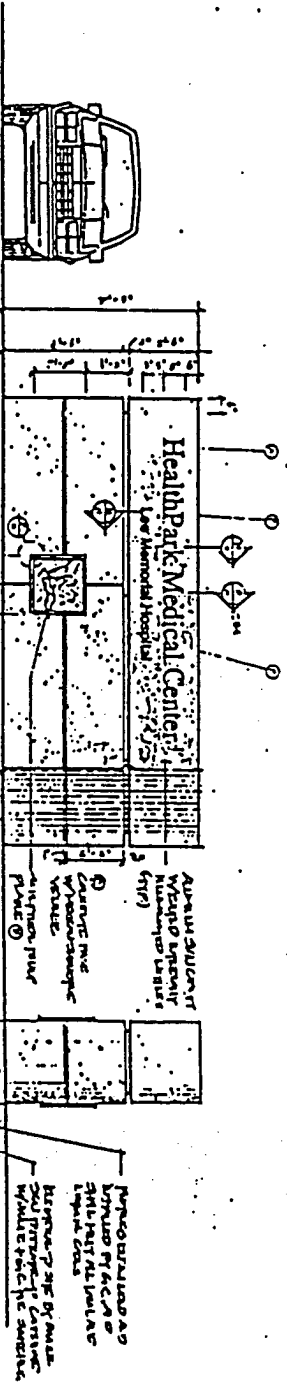
1



City of
2000 West Street, No. 8
P.O. Box 2000
DOR 443-2427



Elevation
West ()



HealthePark Center/Lee Memorial Hospital Entry/Sign Type (E-2)

APPROVED



HP6



7



⊙

HPZ

APPROVED

[Faint handwritten notes at bottom left]

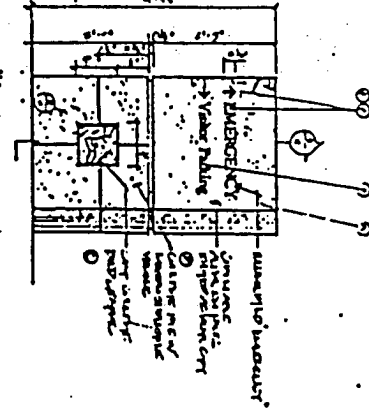
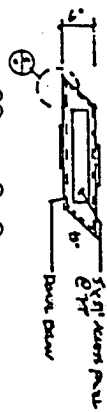




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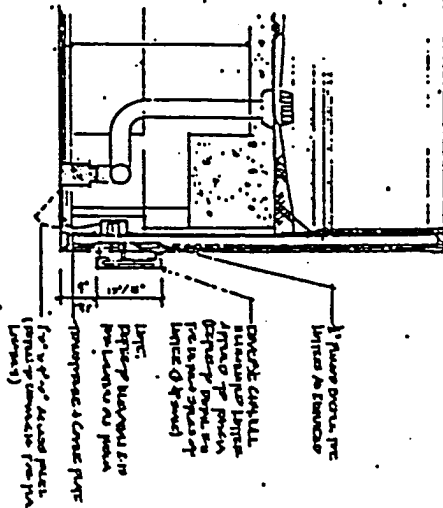
8th

APPROXID

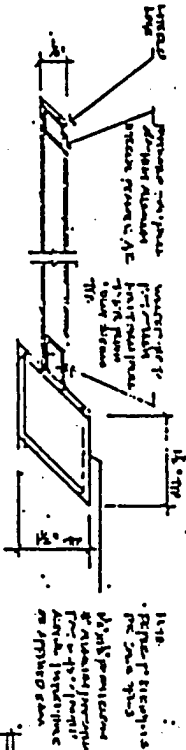


Small Vehicular Directional/Sign Type DRc

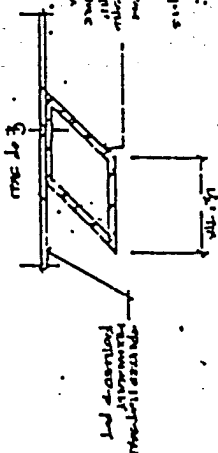
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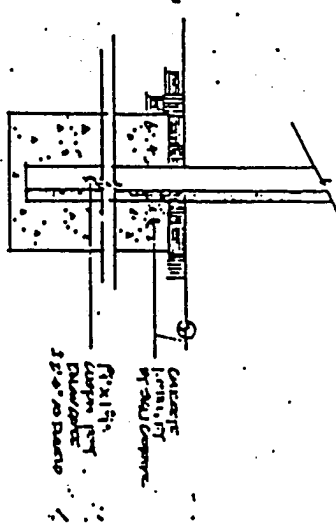
2. Vertical Section of Wall and Ceiling Joint



3. Horizontal Section of Wall and Ceiling Joint



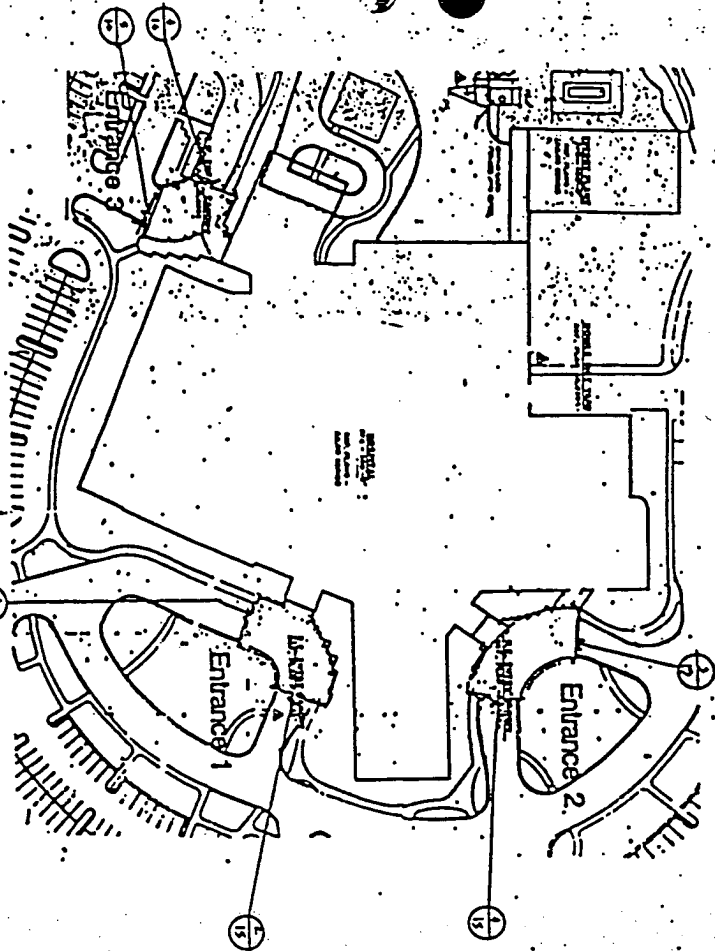
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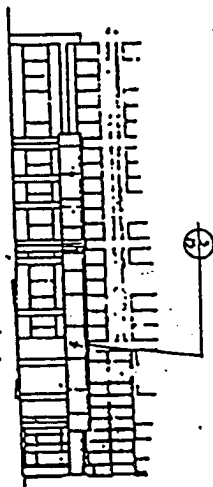
5. Vertical Section of Wall and Ceiling Joint



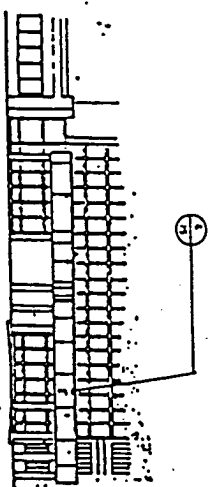
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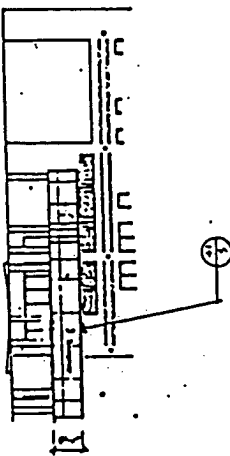
① SITE PLAN CANOPY CAMP SITE



② NORTHEAST CANOPY ELEV. ENTRANCE 2



③ SOUTHEAST CANOPY ELEV. ENTRANCE 1

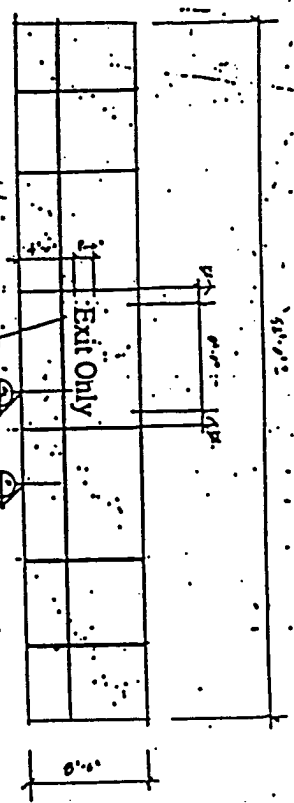


④ SOUTHWEST CANOPY ELEV. ENTRANCE 3

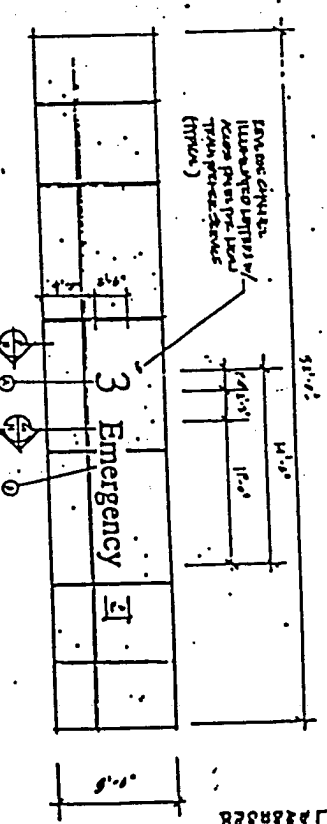
☐ ☐ ☐ ☐
 The Architect
 Architectural Firm
 1000 1st Street, Suite 100
 P.O. Box 3703
 P.O. Box 442-2222

APPROVED

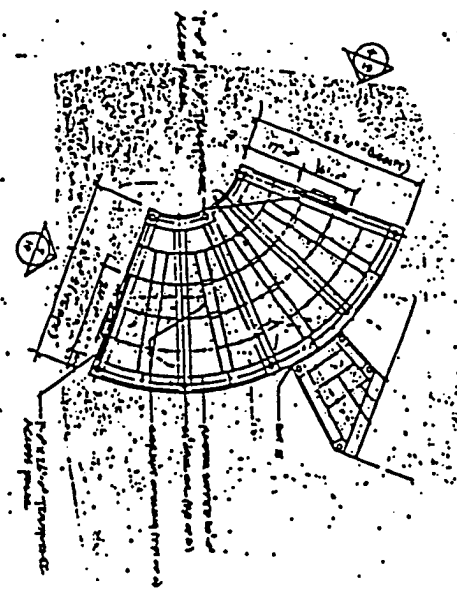
Made to order
 Project: Canopy Camp
 Date: 12-18-99
 HP13



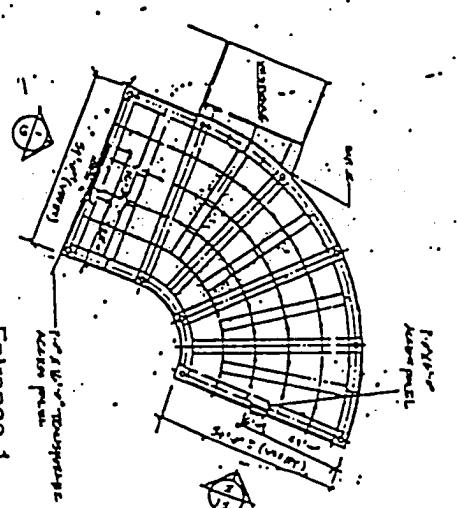
SW Entry Court



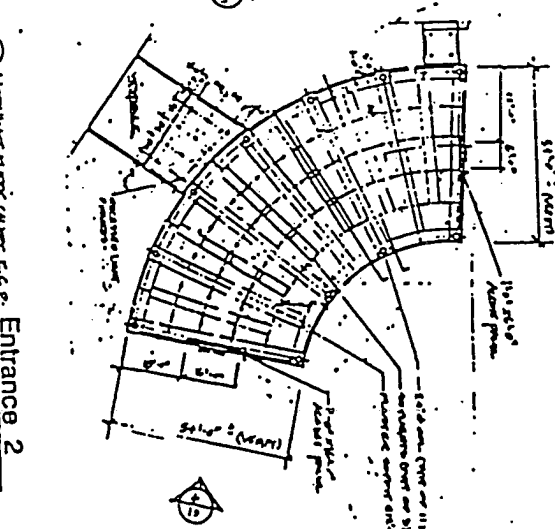
SW Entry Court



SW Entry Court



SW Entry Court



SW Entry Court

TRASH/RECYCLE ACROSS FROM LOCATIONS

Client: Lee Health Ventures, Inc.
Project: HealthPark Florida Exterior Signage
Date: 4-2-18
Revision: 1

APPROVED
Signature: _____
Title: _____
Date: _____

Don Orsland
Architect, Inc.
2018 West 1st Street, Suite 100
Fort Lauderdale, FL 33301
Phone: 313-2122
Fax: 313-2122

ADMINISTRATIVE APPROVAL

AMENDMENT

LEE COUNTY, FLORIDA

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

WHEREAS, Lee Memorial Hospital has filed an application for administrative approval of an amendment to a Commercial Planned Development to permit the location of the entry sign within an easement on a project known as HealthPark Florida for request on property located at 16201 Bass Road, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South, Range 24 East, Lee County, Florida:

All that part of the Northeast Quarter (NE¼) of Section 04, Township 46 South, Range 24 East, Lee County, Florida, lying Northerly and Westerly of the right-of-way for Summerlin Road (CR 869).

WHEREAS, the property was originally rezoned in hearing number 87-3-10-DRI [with subsequent amendments in hearing number 87-3-10-DRI(a)]; and

WHEREAS, Lee County Ordinance 89-04 amends the Zoning Ordinance (Ordinance No. 86-17) to provide for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Commercial Planned Development is APPROVED.

Approval is subject to the following conditions:

1. The terms and conditions of the original zoning resolution(s) remain in full force and effect.
2. This sign shall be located completely outside of all road rights-of-way.

3. Since this sign will be located within a utility easement, HealthPark Florida shall have the sole responsibility for all costs incurred for the removal and replacement for repair and maintenance of any utility line located within this easement.
4. The development of this sign shall be in accordance with Site Plan 91-018, a three-page plan entitled, "Construction Plans for HealthPark Florida, Front Entry Sign (plan dated November, 1991, project number 15912, stamped received December 2, 1991) as prepared by Johnson Engineering, Inc., attached hereto and incorporated herein by reference as a reduced copy of the Master Concept Plan.

DULY SIGNED this 13th day of December, A.D., 1991.

BY: Mary Gibbs
Mary Gibbs
Acting Director
Department of Community Development

CONSTRUCTION PLANS
FOR

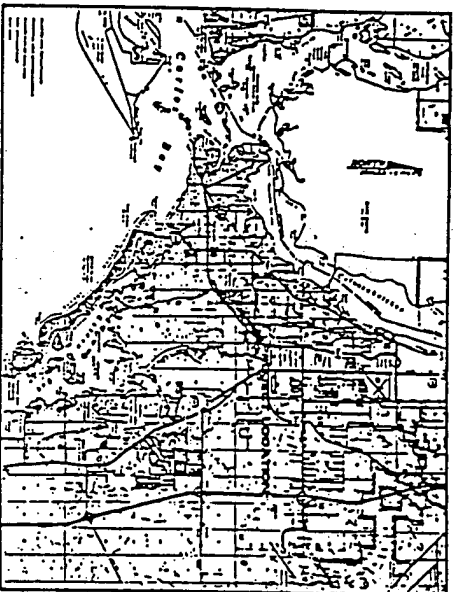
Seacrest Park Florida

Front Entry Sign

IN

SECTION 4, T.46S, R.24E.
LEE COUNTY, FLORIDA

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	ENTRY SIGN LOCATION MAP
3	ENTRY SIGN SITE PLAN



APPROVED

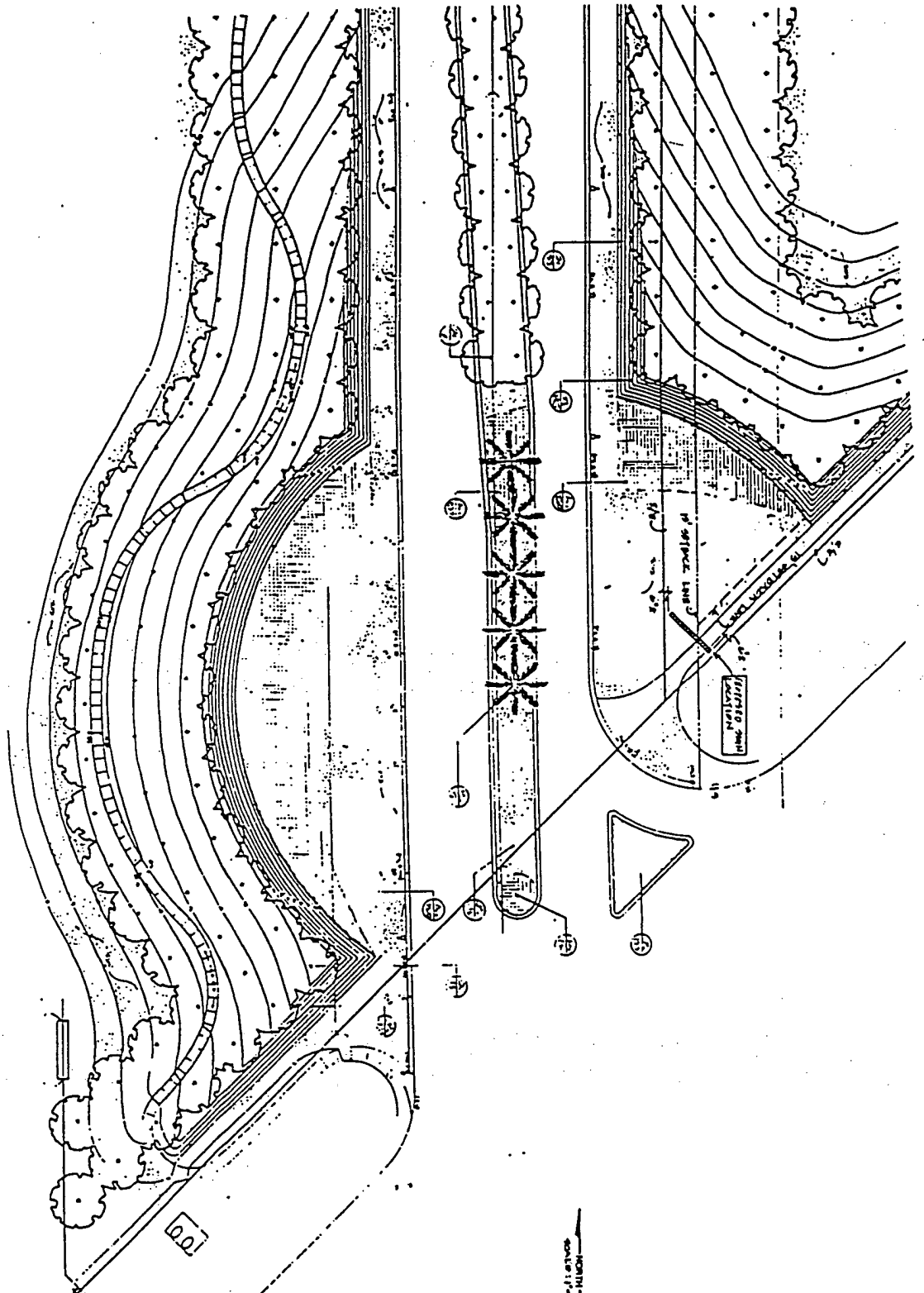
Signature of the Planning Board member responsible for the approval of the plan.

JOHNSON ENGINEERING, INCORPORATED
2000 Johnson Road
Fort Myers, Florida 33901

RECEIVED
JUL 11 1991
ZONING COMMITTEE

ENTRY BIGN BITE PLAN

APPROVED
 [Signature]
 [Stamp]
 [Text]



ADMINISTRATIVE APPROVAL AMENDMENT NUMBER PD-93-013

ADMINISTRATIVE APPROVAL
AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Lee Health Ventures, Inc., d/b/a Lee Healthcare Resources and Lee Memorial Hospital, have filed an application for administrative approval of an amendment to a Commercial Planned Development on a project known as HealthPark Florida located at 16201 Bass Road, described more particularly as:

LEGAL DESCRIPTION: In Section 33, Township 45 South, Range 24 East, and Section 04, Township 46 South, Range 24 East, Lee County, Florida:

All that part of the South Half (S½) of the South Half (S½) of Section 33, Township 45 South, Range 24 East, Lee County, Florida, lying Northwesterly of Summerlin Road (CR-869) and

All that part of Section 04, Township 46 south, Range 24 East, Lee County, Florida, lying Northwesterly of Summerlin Road (CR-869).

CONTAINING 402.83 acres, more or less, including 3.27 acres, more or less, in Bass Road (50 feet wide), 12.29 acres more or less in former Iona Drainage District Canals B-1, C-6 and C-8 and 2.2 acres, more or less, in Florida Power & Light Company right-of-way easement.

WHEREAS, the property was originally rezoned in hearing number 87-03-10 DRI [with subsequent amendments in hearing numbers 87-03-10-DRI(a) and 87-03-10-DRI(b)]; and

WHEREAS, Lee County Ordinance 89-04 amends the Zoning Ordinance (Ordinance No. 86-17) to provide for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the intent of the proposed amendment is to provide a Master Concept Plan for the project which is more reflective of existing and proposed development without changing any of the previously approved land uses, increasing intensity, decreasing open space or creating inconsistency with the Development of Regional Impact approval; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures.

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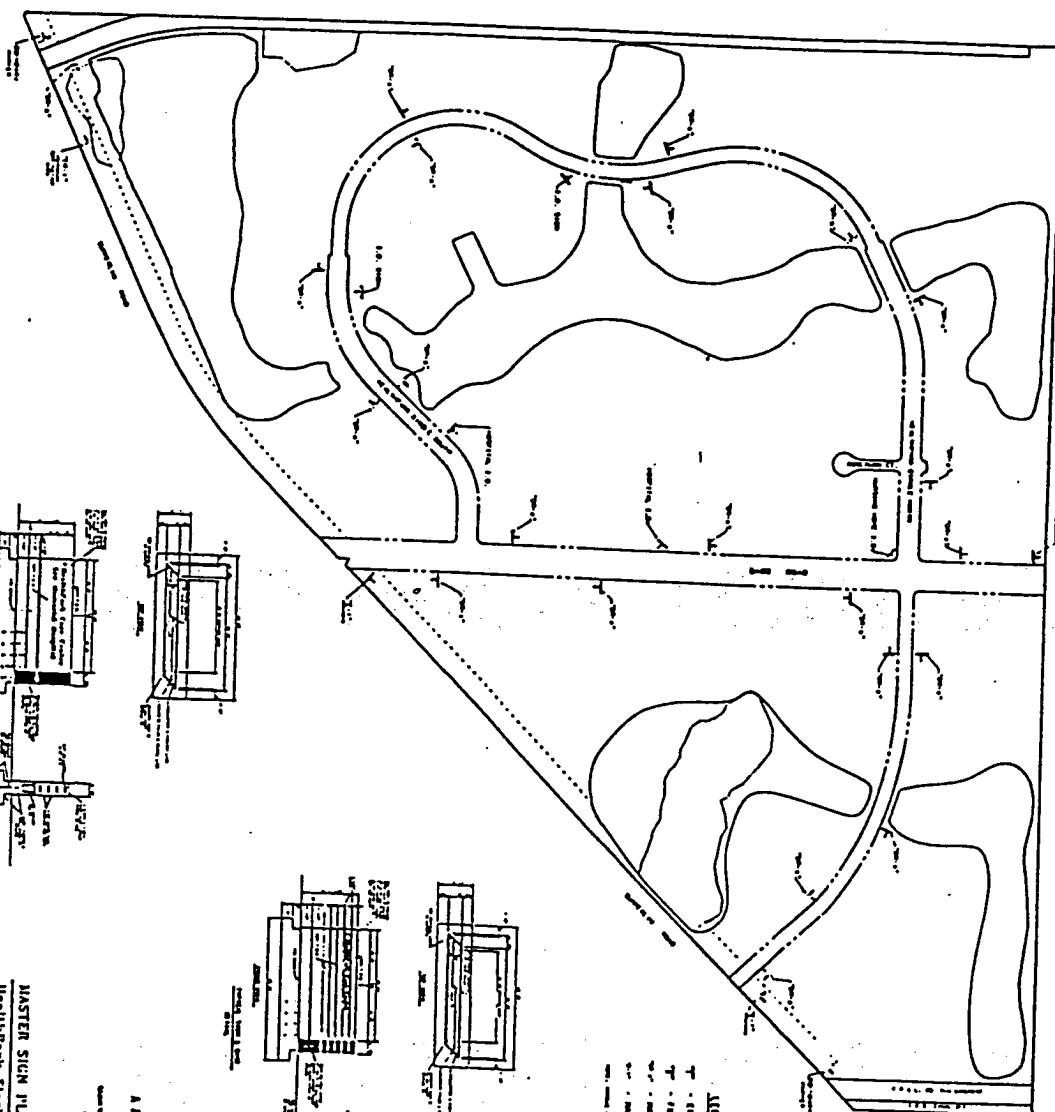
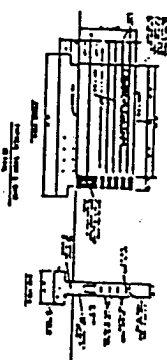
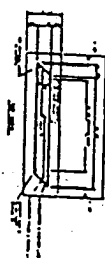
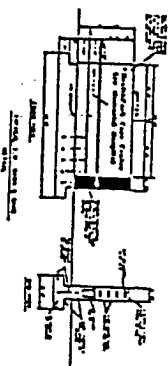
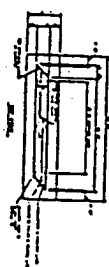
NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to the HealthPark Florida Commercial Planned Development is APPROVED.

Approval is subject to the following conditions:

1. The terms and conditions of Zoning Resolutions Z-87-058, PD-90-018 and PD-91-018 remain in full force and effect.
2. Prior to the issuance of the first Building Permits for future Health care parcel A and commercial parcels A, B and C, or prior to the construction of the Kelly Road extension by Lee County, whichever comes first, the Developer shall comply with Condition II.D.6.b.(3) of the Development of Regional Impact Development Order regarding dedication of right-of-way for Kelly Road, unless the DRI is amended to eliminate that requirement.
3. Site Plan PD-93-013 is attached hereto and is incorporated herein by reference as a reduced copy of the Master Concept Plan.

DULY SIGNED this 6th day of July, A.D., 1993.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

[illegible]

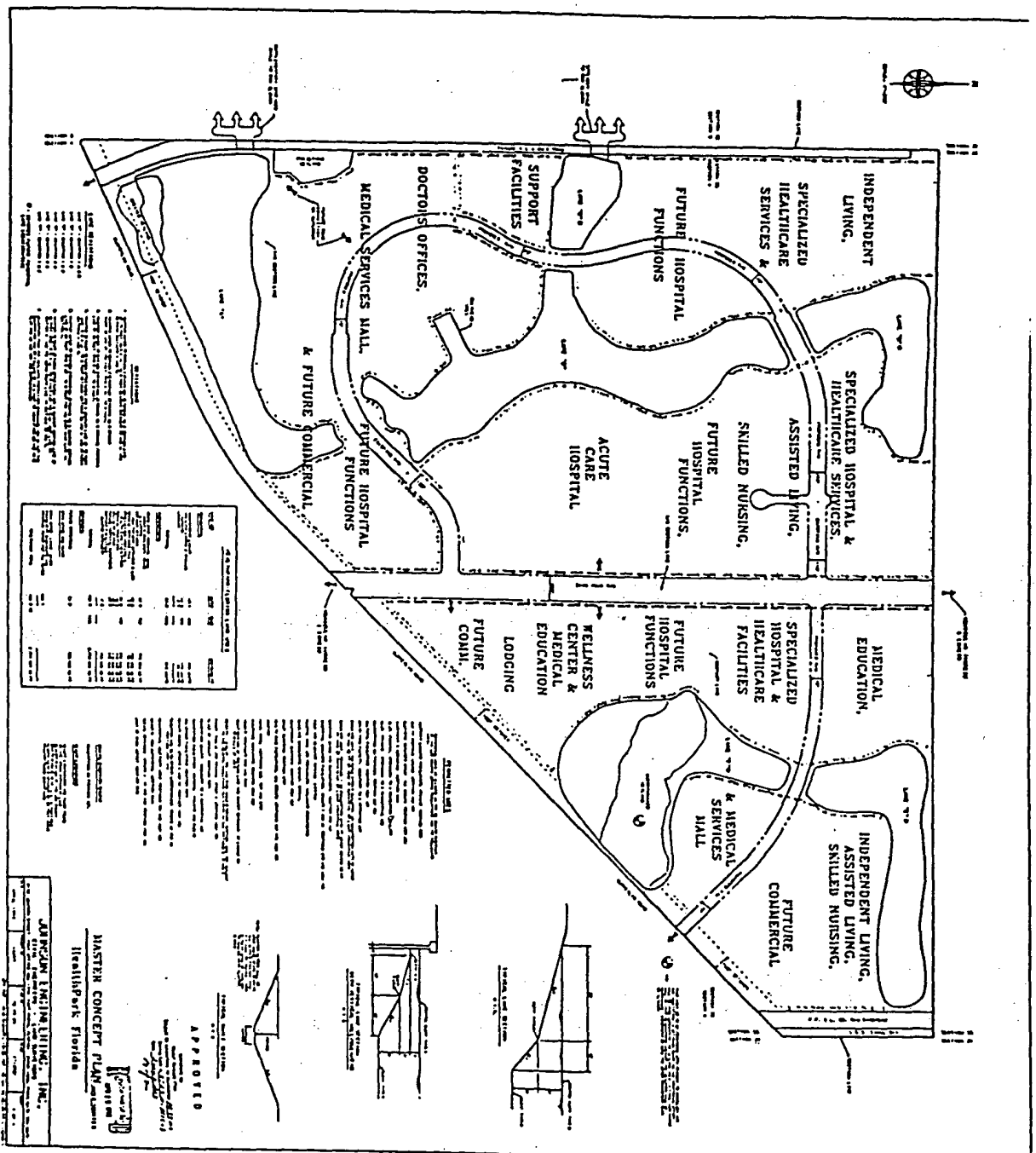
APPROVAL

1194

HAISTEN SIGN PLAN
HealthPark Florida

AMERICAN LITHIUM, INC.
6000 Independence • Salt Lake City

JANESON LIMITED, INC.			
1000 Avenue of the Americas, New York 17, New York			
Telephone BR 3-1234			
Teletype 10-1234			
Cable 10-1234			
Fax 10-1234			
E-mail 10-1234			
Web 10-1234			



FIRST DEVELOPMENT ORDER

AMENDMENT

FOR

HEALTHPARK FLORIDA

A DEVELOPMENT OF REGIONAL IMPACT

STATE DRI #5-8586-63

COUNTY CASE #87-03-10-DRI(d)

WHEREAS, ON AUGUST 25, 1993, LEE HEALTH VENTURES, INC., THE OWNER OF HEALTHPARK FLORIDA DEVELOPMENT OF REGIONAL IMPACT, REQUESTED AN AMENDMENT TO THE ORIGINAL DEVELOPMENT ORDER ADOPTED BY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS ON JUNE 8, 1987; AND

WHEREAS, the owners of HealthPark Florida DRI are requesting a time extension of four years and 364 days for the buildout date and Phase I for the Development Order, pursuant to Section 380.06(19)(e), Florida Statutes; and

WHEREAS, under Section 380.06(19), Florida Statutes, the proposed change must be reviewed and evaluated to determine whether it is, or is not, a substantial deviation from the terms of the existing Development Order; and

WHEREAS, the Board of County Commissioners has reviewed the proposed Amendment and finds the change not to be a substantial deviation; however, any additional extensions of the buildout date, or any Notices of Change shall be reviewed cumulatively for determination as to whether or not a substantial deviation has occurred pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the proposed changes to the HealthPark Florida DRI Development Order described herein are consistent with the adopted Comprehensive Land Use Plan of Lee County and applicable local land development regulations; and

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COMMUNITY DEVELOPMENT

WHEREAS, the proposed change to the HealthPark Florida DRI Development Order will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area; and

WHEREAS, the proposed changes are consistent with the State Comprehensive Plan; and

NOW, THEREFORE, LET IT BE ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that conditions of the Development Order for HealthPark Florida DRI adopted June 8, 1987, is amended as follows, with new language underlined and deletions struck through. All other portions of the original Development Order shall remain in full force and effect.

SECTION ONE

Section III.B. of the Development Order is proposed to be replaced and to read as follows:

B. All commitments and impact mitigating actions volunteered by the developer in the Application for Development Approval and supplementary documents and not in conflict with conditions or stipulations specifically enumerated above are hereby adopted to this Development Order by reference; provided, however, that the date of completion of Phase I is hereby extended to June 7, 1997, and the date of buildout for the project is extended to June 7, 2002.

SECTION TWO

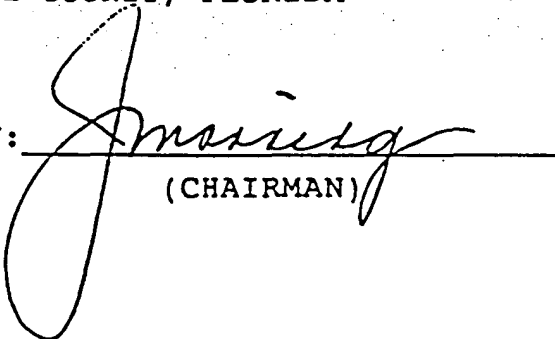
Certified copies of this Development Order will be transmitted to the Southwest Florida Regional Planning Council, the developer, and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, but shall not be effective until the expiration of the statutory appeals period (45 days from rendition) or until the completion of any appellate proceedings, whichever time is greater. Upon this Development Order Amendment becoming effective, notice of its adoption shall be recorded by the applicant as provided in Chapter 380, Florida Statutes.

THE MOTION TO ADOPT the above amendments to the development order was offered by Commissioner Franklin Mann, and seconded by Commissioner John Albion and, upon poll of the members present, the vote was as follows:

John E. Manning	Aye
Douglas R. St. Cerny	Absent
Ray Judah	Absent
Franklin B. Mann	Aye
John E. Albion	Aye

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THIS 13th DAY OF October, A.D. 1993.

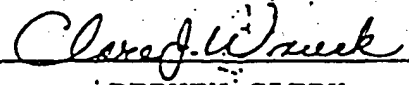
BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: 

(CHAIRMAN)

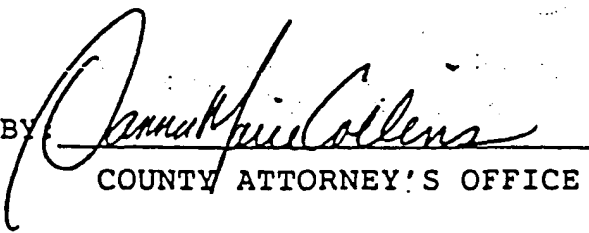
ATTEST:

CHARLIE GREEN, CLERK

BY: 

DEPUTY CLERK

APPROVED AS TO FORM

BY: 

COUNTY ATTORNEY'S OFFICE

Charlie Green
Clerk Of Circuit Court
Lee County, Florida

STATE OF FLORIDA

COUNTY OF LEE

I, Charlie Green, Clerk of Circuit Court, Lee County, and ex-Officio Clerk to the Board of County Commissioners, Lee County, Florida, do hereby certify that the foregoing is a true and photostatic copy of the First Development Order Amendment for HealthPark Florida, DRI, State DRI No. 5-8586-63 and County Case No. 87-03-10 DRI(d) adopted by the Board of County Commissioners on October 13, 1993.

Given under my hand and seal at Fort Myers, Florida, this 28th day of October, 1993.

CHARLIE GREEN,
Clerk, Circuit Court
Lee County, Florida

By Clare J. Wreck,
Deputy Clerk

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JUL 01 2003

COMMUNITY DEVELOPMENT

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Lee Health Ventures, Inc., in reference to HealthPark Florida, has properly filed an application for a phasing amendment to the Development of Regional Impact Development Order for HealthPark Florida, State DRI #5-8586-63; and

WHEREAS, the subject property is located east and west of Bass Road, immediately north of Summerlin Road, in Section 33, Township 45 South, Range 24 East, and Section 04, Township 46 South, Range 24 East, Lee County, Florida; and

WHEREAS, proper authorization has been given to Henderson, Franklin, Starnes and Holt, P.A., by Douglas A. Dodson, President of Lee Health Ventures, Inc., the owner of the subject parcel, to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Board of County Commissioners; and in the legislative process the Lee County Board of County Commissioners gave full and complete consideration to the recommendations of the staff, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board of County Commissioners does hereby make a finding of No Substantial Deviation under the provisions of Section 380.06(19), Florida Statutes; and ADOPT the DRI Development Order Amendment.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner Franklin Mann, and seconded by Commissioner John Albion and, upon being put to a vote, the result was as follows:

John E. Manning	Aye
Douglas R. St. Cerny	Absent
Ray Judah	Absent
Franklin B. Mann	Aye
John E. Albion	Aye

DULY PASSED AND ADOPTED this 13th day of October, A.D., 1993.

ATTEST:
CHARLIE GREEN, CLERK

BY: Charlie Green
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John E. Manning
Chairman

Approved as to form by:

Donna M. Collins
County Attorney's Office

FILED

OCT 27 1993

CLERK CIRCUIT COURT
BY C. J. W. D.C.

HEARING NUMBER 87-03-10-DRI(d)
(81212/R)

RESOLUTION NUMBER 2-93-081
Page 1 of 1

10-13-93

NOTICE OF ADOPTION OF AN AMENDMENT TO A DRI DEVELOPMENT ORDER
HEALTHPARK FLORIDA
D. O. # 5-8586-63

DR2453 PG2408

PLEASE BE ADVISED that a First Development Order Amendment for HealthPark Florida, a Development of Regional Impact, has been adopted pursuant to Section 380.06, Florida Statutes. A legal description of the property subject to the said Order is attached hereto and incorporated as Exhibit "A."

The original Development Order was adopted by the Lee County Board of County Commissioners (the "Board") on June 8, 1987, and is recorded at O.R. Book 1944, Pages 1362-1386, Public Records of Lee County, Florida. The First Development Order Amendment was adopted by the Board on October 13, 1993. Copies of said Orders can be examined at the Minutes Department, Clerk of the Circuit Court in and for Lee County, Florida, 2115 Second Street, Fort Myers, Florida. The First Development Order Amendment constitutes a land development regulation applicable to the real property described on the attached Exhibit "A."

The recording of this Notice shall not constitute a lien, cloud or encumbrance on real property or constructive notice of any such lien, cloud or encumbrance. This Notice is filed pursuant to Section 380.06(15)(f), Florida Statutes.

LEE HEALTH VENTURES, INC., a
Florida corporation

By: Douglas A. Dodson

DOUGLAS A. DODSON, President

Witness Helma Reynolds

HELENA REYNOLDS

Printed name

Witness Michael P. Usher

Michael P. Usher

Printed name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 9th day of November, 1993, by DOUGLAS A. DODSON, as President of Lee Health Ventures, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

Helma Reynolds
Notary Public Signature

HELENA REYNOLDS
Type/Print Name of Notary

Commission No:

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: SEPT. 25, 1994,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THIS INSTRUMENT WAS PREPARED BY:
RUSSELL P. SCHROPP, Attorney at Law
1715 Monroe St., Fort Myers, FL 33901

RECORD WORKING - CHECK IF CORRECT, CLERK
CEN: G. SHERROD, D.C.

EXHIBIT "A"

All that part of the South Half (S 1/2) of the South Half (S 1/2) of Section 33, Township 45 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR 869); and

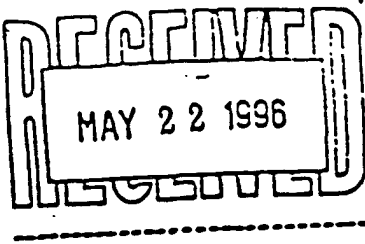
All that part of Section 4, Township 46 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR 869).

Containing 402.83 acres more or less including 3.27 acres more or less in Bass Road (50 feet wide), 12.29 acres more or less in former Iona Drainage District Canals B-1, C-6 and C-8 and 2.2 acres more or less in Florida Power & Light Company right-of-way easement.

UNCL403 PG2409

CHARLE GREEN LEE CTRY, FL

93 DEC 15 PM 3:27



ADMINISTRATIVE AMENDMENT PD-96-010

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Lee Memorial Hospital, Inc., d/b/a Lee Healthcare Resources and Lee Health Ventures, Inc., filed an application for an Administrative Amendment to a Commercial Planned Development on a project known as HealthPark Florida to amend the approved Master Concept Plan on property located at 9800 HealthPark Circle; 16201 Bass Road, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South, Range 24 East, Lee County, Florida:

Those certain lands contained within the plats of HealthPark Florida West, Plat Book 47, Pages 1-9;

HealthPark Florida West Phase I-F, Plat Book 53, Page 81; and
HealthPark Florida West Phase I-E, Plat Book 49, Page 31, Public
Records of Lee County, Florida,

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AND

COMMUNITY DEVELOPMENT

The Northeast Quarter (NE $\frac{1}{4}$) of Section 04, Township 46 South, Range 24 East, Lee County, Florida, lying Northerly of the right-of-way of Summerlin Road and Easterly of the right-of-way of Bass Road.

WHEREAS, the property was originally rezoned in case number 87-03-10-DRI [with subsequent amendments in case numbers 87-03-10-DRI(a), 87-03-10-DRI(b), and 87-03-10-DRI(c)]; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans; and

WHEREAS, the applicant has applied for an Administrative Amendment to the approved Master Concept Plan to accurately reflect the location of existing and future permitted uses within the HealthPark Florida development; and

WHEREAS, the amendment is necessary to allow those uses that are permitted in this CPD in areas of the development where they were not specifically designated on the original approved Master Concept Plan; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for an Administrative Amendment to the approved Master Concept Plan to accurately reflect the location of existing and future permitted uses within the HealthPark Florida CPD is APPROVED.

Approval is subject to the following conditions:

1. There shall be no retail commercial uses located within 300 feet of the northern boundary line of the CPD.
2. ~~The DRI Development Order must be amended by June, 1997, to reflect existing and proposed changes to the original approved Master Concept Plan and to address any unfulfilled commitments with regard to the DRI development order.~~
3. The Development must be in compliance with the amended Master Concept Plan, entitled HealthPark Florida, dated January 1996, and stamped received by the zoning counter February 20, 1996.
4. The terms and conditions of the original zoning resolution and subsequent amendments remain in full force and effect.
5. Site Plan entitled HealthPark Florida, dated January 1996, and stamped received by the zoning counter February 20, 1996 is hereby APPROVED and adopted. A reduced copy is attached hereto.

DULY SIGNED this 11th day of March, A.D., 1996.

BY: Walter M. Gibbs
s/s Mary Gibbs, Director
Department of Community Development

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Lee Health Ventures, Inc., represented by Lee Memorial Hospital, Inc., dba Lee HealthCare Resources filed an application for administrative approval to a Commercial Planned Development on a project known as Cypress Cove at HealthPark Florida to allow a deviation as follows:

Deviation 8 from Section 34-2020(1)c., which requires multiple family buildings to provide 1.5 parking spaces per unit for one bedroom units and 1.75 parking spaces per unit for two bedroom apartments to permit 0.75 parking spaces per one bedroom unit and 0.875 parking spaces per two bedroom unit in multiple family buildings.

WHEREAS, the subject property is located west of Bass Road, north of Summerlin, at the present end of HealthPark Circle South, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South and Section 33, Township 45 South, Range 24 East, Lee County, Florida:

A tract or parcel of land lying in Section 04, Township 46 South, Range 24 East, Lee County, Florida being part of tracts "G" and "K" as shown on the plat of "HealthPark Florida West" as recorded in Plat Book 47 at Pages 1 through 9, Public Records of Lee County, Florida and all of Lot 11 and part of tract "M" as shown on the plat of "Phase I-F HealthPark Florida West" as recorded in Plat Book 53 at Pages 81 through 90, said Public Records, which tract or parcel is described as follows:

From the West Quarter (W $\frac{1}{4}$) section corner of said Section 04 run N01°21' 19"W along the West line of said section also being the West plat boundary line of said "HealthPark Florida West" for 50.00 feet to an intersection with the Westerly prolongation of the South line of tract "D" as shown on said "HealthPark Florida West" plat;

THENCE run N88°52'05"E along said prolongation for 50.00 feet to the Southwest corner of said tract "D":

THENCE run the following courses and distances along the perimeter of said tract "D";

N88°52'05"E for 139.51 feet; N01°21'19"W for 91.67 feet; N40°11'34"E for 94.66 feet to a point designated "A"; N12°50'16"W for 192.84 feet; N35°39'59"W for 114.50 feet; N80°07'08"W for 101.30 feet to the Northwest corner of said tract "D";

THENCE continue N80°07'08"W along the Northwesterly prolongation of the last mentioned course for 50.98 feet to an intersection with the West line of said

Section 4 also being the West plat boundary line of said "HealthPark Florida West;

THENCE run N01°21'19"W along said line for 1,472.36 feet;

THENCE departing said line run the following courses and distances along the perimeter of Lot 17 as shown on the proposed plat of Cypress Cove at "HealthPark Florida West";

N88°38'41"E for 194.27 feet to a point of cusp; Southwesterly along an arc of a curve to the left of radius 100.00 feet (chord bearing S48°02'54"W) (chord 114.47 feet) (delta 69°49'51") for 121.88 feet to a point of compound curvature; Southerly along an arc of a curve to the left of radius 789.95 feet (chord bearing S03°56'16"W) (chord 252.46 feet) (delta 18°23'24") for 253.55 feet to a point of compound curvature; Southeasterly and Easterly along an arc of a curve to the left of radius 50.00 feet (chord bearing S76°17'58"E) (chord 94.58 feet) (delta 142°05'05") for 123.99 feet to a point of reverse curvature and a point designated "B"; Easterly along an arc of a curve to the right of radius 201.00 feet (chord bearing N73°01'25"E) (chord 260.36 feet) (delta 80°43'52") for 283.21 feet to a point of tangency; S66°36'39"E for 7.70 feet to a point of curvature; Southeasterly along an arc of a curve to the right of radius 200.00 feet (chord bearing S51°58'60"E) (chord 101.01 feet) (delta 29°15'19") for 102.12 feet to a point of tangency; S37°21'20"E for 85.18 feet to a point of curvature; Easterly and Northeasterly along an arc of a curve to the left of radius 30.00 feet (chord bearing N82°17'23"E) (chord 52.15 feet) (delta 120°42'33") for 63.20 feet to a point of compound curvature; Northerly along an arc of a curve to the left of radius 150.00 feet (chord bearing N01°04'41"W) (chord 117.28 feet) (delta 46°01'35") for 120.50 feet to a point of reverse curvature; Northerly and Northeasterly along an arc of a curve to the right of radius 29.00 feet (chord bearing N26°35'43"E) (chord 44.87 feet) (delta 101°22'23") for 51.31 feet to a point of tangency; N77°16'55"E for 58.90 feet to a point of curvature; Easterly along an arc of a curve to the right of radius 321.98 feet (chord bearing S88°40'25"E) (chord 156.27 feet) (delta 28°05'21") for 157.85 feet to a non-tangent compound curve; Southeasterly along an arc of a curve to the right of radius 63.54 feet (chord bearing S49°59'39"E) (chord 54.67 feet) (delta 50°57'46") for 56.52 feet to an intersection with the Westerly line of tract "F" as shown on said plat of "HealthPark Florida West"; THENCE run the following two (2) courses and distances along said Westerly tract line and continue along the perimeter of said Lot 17: S14°19'12"E for 1.01 feet; S28°11'55"E for 32.45 feet to a point of curvature; THENCE run Southerly departing said Westerly tract line and continuing along the perimeter of said Lot 17 along an arc of a curve to the right of radius 30.00 feet (chord bearing S07°46'37"E) (chord 20.94 feet) (delta 40°50'36") for 21.39 feet to a point of tangency; S12°38'41"W for 174.48 feet to a point of curvature; Southerly along an arc of a curve to the left of radius 30.00 feet (chord bearing S22°21'19"E) (chord 34.41 feet) (delta 70°00'00") for 36.65 feet to a point of tangency; S57°21'19"E for 45.89 feet to a point of curvature; Easterly along an arc of a curve to the left of radius 30.00 feet (chord bearing N82°40'15"E) (chord

38.55 feet) (delta 79°56'52") for 41.86 feet to a point of reverse curvature; Northeasterly along an arc of a curve to the right of radius 390.93 feet (chord bearing N46°41'15"E) (chord 54.41 feet) (delta 07°58'52") for 54.46 feet to a point of reverse curvature; Northeasterly along an arc of a curve to the left of radius 1,171.60 feet (chord bearing N48°41'22"E) (chord 81.31 feet) (delta 03°58'38") for 81.33 feet to a point of reverse curvature; Easterly along an arc of a curve to the right of radius 75.00 feet (chord bearing N89°26'04"E) (chord 101.79 feet) (delta 85°28'03") for 111.88 feet to a point of tangency and an intersection with the Westerly line of the hereinabove mentioned tract "F";

THENCE run the following five (5) courses and distances along said Westerly tract line and continuing along the perimeter of said Lot 17: S47°49'54"E for 33.97 feet; S37°20'12"E for 59.21 feet; S18°35'49"E for 57.46 feet; S15°04'16"E for 57.95 feet; S16°24'32"E for 33.23 feet to a point of curvature;

THENCE run Southwesterly departing said Westerly tract line and continuing along the perimeter of Lot 17 along an arc of a curve to the right of radius 15.00 feet (chord bearing S27°31'03"W) (chord 20.81 feet) (delta 87°51'09") for 23.00 feet to a point of tangency; S71°26'37"W for 88.15 feet to a point of curvature; Southwesterly along an arc of a curve to the left of radius 50.00 feet (chord bearing S62°02'39"W) (chord 16.33 feet) (delta 18°47'56") for 16.41 feet to a point of tangency; S52°38'41"W for 28.66 feet to a point of curvature; Southerly and Southeasterly along an arc of a curve to the left of radius 30.00 feet (chord bearing S12°21'19"E) (chord 54.38 feet) (delta 130°00'00") for 68.07 feet to a point of tangency; S77°21'19"E for 128.38 feet to a point of curvature; Southeasterly along an arc of a curve to the right of radius 70.00 feet (chord bearing S49°46'12"E) (chord 64.83 feet) (delta 55°10'14") for 67.40 feet to a point of tangency and an intersection with the Westerly line of the hereinabove mentioned tract "F";

THENCE run the following three (3) courses and distances along said Westerly tract line and continuing along the perimeter of said Lot 17: S22°11'05"E for 3.52 feet; S35°58'12"E for 54.21 feet; S41°33'27"E for 6.09 feet to a point of curvature;

THENCE run Southeasterly departing said Westerly tract line and continuing along the perimeter of said Lot 17 along an arc of a curve to the right of radius 30.00 feet (chord bearing S31°24'08"E) (chord 10.58 feet) (delta 20°18'37") for 10.63 feet to a point of tangency; S21°14'50"E for 58.66 feet to a point of curvature; Southerly along an arc of a curve to the right of radius 161.00 feet (chord bearing S01°52'54"W) (chord 126.48 feet) (delta 46°15'28") for 129.98 feet to a point of compound curvature; Southwesterly along an arc of a curve to the right of radius 35.00 feet (chord bearing S52°11'28"W) (chord 31.98 feet) (delta 54°21'41") for 331.21 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 30.00 feet (chord bearing S58°19'17"W) (chord 21.55 feet) (delta 42°06'04") for 22.04 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 541.00 feet (chord bearing S40°29'42"W) (chord 60.85 feet) (delta 06°26'53") for 60.88 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of

radius 107.00 feet (chord bearing S36°18'08"W) (chord 27.62 feet) (delta 14°50'00") for 27.70 feet to a point of compound curvature; Southerly along an arc of a curve to the left of radius 30.00 feet (chord bearing S11°13'10"E) (chord 38.65 feet) (delta 80°12'37") for 42.00 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 240.50 feet (chord bearing S42°22'23"E) (chord 74.84 feet) (delta 17°54'12") for 75.15 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the left of radius 21.50 feet (chord bearing S56°52'10"E) (chord 17.11 feet) (delta 46°53'45") for 17.60 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 78.50 feet (chord bearing S59°11'53"E) (chord 56.57 feet) (delta 42°14'19") for 57.87 feet to a point of tangency; S38°04'43"E for 40.06 feet to an intersection with the Westerly line of the hereinabove mentioned tract "F"; THENCE run the following two (2) courses and distances along said Westerly tract line and continuing along the perimeter of said Lot 17: S40°22'07"E for 26.24 feet; S67°48'00"E for 27.22 feet to the Northwesterly corner of tract "P" as shown on the plat of "Phase I-F Healthpark Florida West" as recorded in Plat Book 53 at pages 81 through 90 Lee County Public Records; THENCE run S08°18'32"W along the Westerly line of said tract "P" and the perimeter of Lot 17 for 70.97 feet to an intersection with the Northerly curved right-of-way (ROW) line of Healthpark Circle, Tract "M" as shown on said plat of "Phase I-F HealthPark Florida West"; THENCE run Westerly along said curved Northerly ROW line and the perimeter of said Lot 17 to the right of radius 650.00 feet (chord bearing S80°58'12"W) (chord 115.76 feet) (delta 10°13'04") for 115.92 feet; THENCE departing said ROW line run the following courses and distances along the perimeter of said Lot 17: Northwesterly along an arc of a curve to the left of radius 464.50 feet (chord bearing N26°50'55"W) (chord 88.60 feet) (delta 10°56'45") for 88.74 feet to a point of reverse curvature; Northwesterly along an arc of a curve to the right of radius 25.00 feet (chord bearing N27°00'40"W) (chord 4.63 feet) (delta 10°37'15") for 4.63 feet to a point of tangency; N21°42'03"W for 65.37 feet to a point of curvature; Northwesterly along an arc of a curve to the left of radius 25.00 feet (chord bearing N27°51'45"W) (chord 5.37 feet) (delta 12°19'24") for 5.38 feet to a point of compound curvature; Northwesterly along an arc of a curve to the left of radius 165.50 feet (chord bearing N41°16'41"W) (chord 41.79 feet) (delta 14°30'28") for 41.91 feet to a point of compound curvature; Westerly along an arc of a curve to the left of radius 35.00 feet (chord bearing S88°22'60"W) (chord 47.82 feet) (delta 86°10'11") for 52.64 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 245.94 feet (chord bearing S63°12'23"W) (chord 151.25 feet) (delta 35°48'58") for 153.74 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 126.00 feet (chord bearing S56°58'51"W) (chord 103.03 feet) (delta 48°16'02") for 106.15 feet to a point of compound curvature; Southerly along an arc of a curve to the left of radius 50.00 feet (chord bearing S02°21'18"E) (chord 57.65 feet) (delta 70°24'17") for 61.44

feet to a point of reverse curvature; Southerly along an arc of a curve to the right of radius 388.17 feet (chord bearing S07°30'46"W) (chord 549.63 feet) (delta 90°08'26") for 610.69 feet to a point of compound curvature; Southwesterly along an arc of a curve to the right of radius 100.00 feet (chord bearing S63°48'55"W) (chord 38.96 feet) (delta 22°27'51") for 39.21 feet to a point of compound curvature; Westerly along an arc of a curve to the right of radius 733.65 feet (chord bearing S80°01'33"W) (chord 127.34 feet) (delta 09°57'27") for 127.50 feet to a point of compound curvature; Northwesterly along an arc of a curve to the right of radius 30.00 feet (chord bearing N60°59'42"W) (chord 33.55 feet) (delta 68°00'02") for 35.61 feet to a point of reverse curvature; Northwesterly along an arc of a curve to the left of radius 30.00 feet (chord bearing N74°42'47"W) (chord 44.39 feet) (delta 95°26'11") for 49.97 feet to a point of reverse curvature; Westerly along an arc of a curve to the right of radius 256.41 feet (chord bearing S66°52'16"W) (chord 82.89 feet) (delta 18°36'15") for 83.26 feet to a point of tangency; S76°10'23"W for 21.74 feet to a point of curvature; Westerly along an arc of a curve to the right of radius 353.46 feet (chord bearing S88°12'03"W) (chord 147.31 feet) (delta 24°03'21") for 148.40 feet to a point of reverse curvature; Westerly and Southerly along an arc of a curve to the left of radius 35.00 feet (chord bearing S40°58'31"W) (chord 60.16 feet) (delta 118°30'27") for 72.39 feet to a point of reverse curvature; Southerly along an arc of a curve to the right of radius 340.74 feet (chord bearing S09°32'27"W) (chord 318.04 feet) (delta 55°38'20") for 330.89 feet to a point of compound curvature; Westerly along an arc of a curve to the right of radius 32.00 feet (chord bearing S81°29'04"W) (chord 44.56 feet) (delta 88°14'55") for 49.29 feet to a point of tangency; N54°23'28"W for 30.05 feet to a point of curvature; Westerly along an arc of a curve to the left of radius 35.00 feet (chord bearing S83°15'31"W) (chord 47.16 feet) (delta 84°42'03") for 51.74 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 121.00 feet (chord bearing S51°56'56"W) (chord 46.34 feet) (delta 22°04'53") for 46.63 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 50.00 feet (chord bearing S26°50'33"W) (chord 58.99 feet) (delta 72°17'38") for 63.09 feet to a point of tangency; S09°18'16"E for 6.89 feet; S81°00'52"W for 11.99 feet to an intersection with the Easterly curved line of Tract "K" as shown on said plat of HealthPark Florida West";

THENCE run S88°38'14"W departing said tract line and continuing along the perimeter of said Lot 17 for 98.88 feet to an intersection with the West line of said Tract "K" also being the West plat boundary line of said "HealthPark Florida West";

THENCE run N01°21'46"W along said line and said perimeter of Lot 17 for 525.60 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following three (3) parcels:

PARCEL 1

From the hereinabove point designated "A" run N12°50'16"W along the Easterly line of Tract "D" as on said plat of "Healthpark Florida West" for 64.21 feet; THENCE run N77°09'44"E departing said tract line for 32.00 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING run the following courses and distances along the perimeter of Parcel 1: N12°50'16"W for 170.95 feet to a point of curvature; Northerly and Easterly along an arc of a curve to the right of radius 30.00 feet (chord bearing N42°26'46"E) (chord 49.32 feet) (delta 110°34'03") for 57.89 feet to a point of reverse curvature; Easterly along an arc of a curve to the left of radius 1,943.76 feet (chord bearing S87°44'49"E) (chord 371.03 feet) (delta 10°57'12") for 371.59 feet to a point of reverse curvature and a point designated "C"; Southeasterly and Southerly along an arc of a curve to the right of radius 25.00 feet (chord bearing S33°21'17"E) (chord 43.24 feet) (delta 119°44'15") for 52.25 feet to a point of reverse curvature; Southerly along an arc of a curve to the left of radius 328.19 feet (chord bearing S06°45'57"W) (chord 221.78 feet) (delta 39°29'46") for 226.23 feet to a point of reverse curvature; Southerly and Westerly along an arc of a curve to the right of radius 25.00 feet (chord bearing S46°01'09"W) (chord 42.86 feet) (delta 118°00'09") for 51.49 feet to a point on a non-tangent line; N76°54'50"W for 24.91 feet to a point on a non-tangent curve; Northwesterly along an arc of a curve to the right of radius 25.00 feet (chord bearing N36°54'26"W) (chord 33.42 feet) (delta 83°52'54") for 36.60 feet to a point of tangency; N05°02'01"E for 36.96 feet to a point on a non-tangent curve; Northwesterly along an arc of a curve to the left of radius 46.00 feet (chord bearing N38° 50'17"W) (chord 63.76 feet) (delta 87°45'05") for 70.45 feet to a point of compound curvature; Westerly along an arc of a curve to the left of radius 336.06 feet (chord bearing S78°55'31"W) (chord 211.72 feet) (delta 36°43'20") for 215.39 feet to a point of reverse curvature; Westerly and Northwesterly along an arc of a curve to the right of radius 30.00 feet (chord bearing N66°08'12"W) (chord 48.11 feet) (delta 106°35'53") for 55.81 feet to the POINT OF BEGINNING.

PARCEL 2

From the hereinabove point designated "C" run Westerly along the curved Northerly boundary line of Parcel 1 to the right of radius 1,943.76 feet (chord bearing S88°22'13"W) (chord 108.12 feet) (delta 03°11'15") for 108.14 feet; THENCE run N00°02'10"W departing said boundary line for 68.00 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING run the following courses and distances along the perimeter of Parcel 2: Westerly along an arc of a curve to the right of radius 1,875.76 feet (chord bearing N88°53'54"W) (chord 74.48 feet) (delta 02°16'31") for 74.49 feet to a point of compound curvature; Northwesterly along an arc of a curve to the right of radius 35.00 feet (chord bearing N41°18'16"W) (chord 50.74 feet) (delta 92°54'45") for 56.76 feet to a point of tangency; N05°09'06"E for

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76.98 feet to a point of curvature; Northerly along an arc of a curve to the left of radius 226.00 feet (chord bearing N01°33'03"W) (chord 52.75 feet) (delta 13°24'17") for 52.87 feet to a point of reverse curvature; Northerly along an arc of a curve to the right of radius 80.30 feet (chord bearing N00°48'01"E) (chord 25.27 feet) (delta 18°06'23") for 25.38 feet to a point of compound curvature; Northeasterly along an arc of a curve to the right of radius 30.00 feet (chord bearing N27°13'13"E) (chord 17.91 feet) (delta 34°44'01") for 18.19 feet to a point of compound curvature; Easterly along an arc of a curve to the right of radius 15.00 feet (chord bearing N71°11'06"E) (chord 13.43 feet) (delta 53°11'45") for 13.93 feet to a point of reverse curvature; Easterly along an arc of a curve to the left of radius 28.00 feet (chord bearing N78°34'01"E) (chord 18.43 feet) (delta 38°25'54") for 18.78 feet to a point of reverse curvature; Easterly along an arc of a curve to the right of radius 40.00 feet (chord bearing S81°25'41"E) (chord 50.58 feet) (delta 78°26'29") for 54.76 feet to a point of tangency; S42°12'27"E for 2.66 feet to a point of curvature; Southerly along an arc of a curve to the right of radius 35.00 feet (chord bearing S23°02'51"E) (chord 22.97 feet) (delta 38°19'11") for 23.41 feet to a point of compound curvature; Southerly along an arc of a curve to the right of radius 2,230.17 feet (chord bearing S03°03'59"E) (chord 63.94 feet) (delta 01°38'34") for 63.94 feet to a point of reverse curvature; Southerly along an arc of a curve to the left of radius 91.00 feet (chord bearing S16°18'00"E) (chord 44.20 feet) (delta 28°06'37") for 44.65 feet to a point of tangency; S30°21'19"E for 33.05 feet to a point of curvature; Southerly and Southwesterly along an arc of a curve to the right of radius 35.00 feet (chord bearing S29°48'16"W) (chord 60.72 feet) (delta 120°19'09") for 73.50 feet to the POINT OF BEGINNING.

PARCEL 3

From the herein above designated "B" run S12°02'37"E for 158.98 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING run the following courses and distances along the perimeter of Parcel 3: S37°21'20"E for 139.50 feet to a point of curvature; Southeasterly along an arc of a curve to the left of radius 300.00 feet (chord bearing S47°21'20"E) (chord 104.19 feet) (delta 20° 00'00") for 104.72 feet to a point of tangency; S57°21'20"E for 114.24 feet to a point of curvature; Easterly along an arc of a curve to the left of radius 29.00 feet (chord bearing N77°38'40"E) (chord 41.01 feet) (delta 90°00'00") for 45.55 feet to a point of tangency; N32°38'40"E for 30.20 feet to a point of curvature; Easterly along an arc of a curve to the right of radius 20.00 feet (chord bearing N77°38'41"E) (chord 28.28 feet) (delta 90°00'01") for 31.42 feet to a point of tangency; S57°21'19"E for 23.27 feet to a point of curvature; Southerly along an arc of a curve to the right of radius 30.00 feet (chord bearing S12°21'19"E) (chord 42.43 feet) (delta 90°00'00") for 47.12 feet to a point of tangency; S32°38'41"W for 105.79 feet to a point of curvature; Southwesterly and Northwesterly along an arc of a curve to the right of radius 20.00 feet (chord bearing N89°32'24"W) (chord 33.85 feet) (delta

115°37'49") for 40.36 feet to a point of reverse curvature; Northwesterly along an arc of a curve to the left of radius 79.50 feet (chord bearing N46°11'51"W) (chord 39.74 feet) (delta 28°56'43") for 40.16 feet to a point of tangency; N60°40'13"W for 17.76 feet to a point of curvature; Westerly along an arc of a curve to the left of radius 100.00 feet (chord bearing N81°30'46"W) (chord 71.16 feet) (delta 41°41'06") for 72.75 feet to a point of tangency; S77°38'41"W for 45.61 feet to a point on a non-tangent curve; Westerly along an arc of a curve to the right of radius 71.50 feet (chord bearing N85°05'45"W) (chord 42.43 feet) (delta 34°31'24") for 43.08 feet to a point of reverse curvature; Westerly along an arc of a curve to the left of radius 263.50 feet (chord bearing N74°38'46"W) (chord 62.51 feet) (delta 13°37'27") for 62.66 feet to a point of reverse curvature; Northwesterly along an arc of a curve to the right of radius 30.00 feet (chord bearing N49°12'13"W) (chord 32.02 feet) (delta 64°30'34") for 33.78 feet to a point of reverse curvature; Northwesterly along an arc of a curve to the left of radius 50.00 feet (chord bearing N31°39'20"W) (chord 25.39 feet) (delta 29°24'49") for 25.67 feet to a point on a non-tangent line; N46°21'19"W for 62.73 feet to a point of curvature; Westerly along an arc of a curve to the left of radius 35.00 feet (chord bearing N67°32'54"W) (chord 25.31 feet) (delta 42°23'11") for 25.89 feet to a point of reverse curvature; Northwesterly and Northerly along an arc of a curve to the right of radius 35.00 feet (chord bearing N38°15'03"W) (chord 54.01 feet) (delta 100°58'54") for 61.69 feet to a point of compound curvature; Northerly along an arc of a curve to the right of radius 254.00 feet (chord bearing N19°01'46"E) (chord 60.06 feet) (delta 13°34'44") for 60.20 feet to a point of compound curvature; Northeasterly along an arc of a curve to the right of radius 690.08 feet (chord bearing N30°16'53"E) (chord 107.38 feet) (delta 08°55'29") for 107.49 feet to a point of compound curvature; 30.00 feet (chord bearing N88°41'39"E) (chord 48.51 feet) (delta 107°54'03") for 56.50 feet to the POINT OF BEGINNING.

Net area for Lot 17 contains 1,892,175 square feet (43.44 acres), more or less.

WHEREAS, the property was originally rezoned in case number 87-03-10-DRI [with subsequent amendments in case numbers 87-03-10-DRI(a), 87-03-10-DRI(b), 87-03-10-DRI(c), 87-03-10-DRI(d), and 96-02-220.13A 01.01]; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public

resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval to a Commercial Planned Development on a project known as Cypress Cove at HealthPark Florida is APPROVED to include the following deviation:

Deviation 8 from section 34-2020(1)c. of the LDC which requires 1.5 parking spaces for one bedroom units and 1.75 parking spaces for two bedroom units, in multiple family buildings, to allow 0.75 parking spaces per one bedroom unit and 0.875 parking spaces per two bedroom unit in multiple family buildings.

Approval is subject to the following conditions:

1. The Development must be in compliance with the Revised Master Concept Plan, entitled HealthPark Florida, dated December 1996, and stamped received by the zoning counter December 16, 1996.
2. The terms and conditions of the original zoning resolutions and amendments thereto remain in full force and effect.
3. Deviation 8 shall only apply to the project referred to as Cypress Cove at HealthPark Florida as shown on the attached site plan dated December 1996, Sheet 3 of 32, prepared by Johnson Engineering, Inc. and stamped received by the zoning counter December 16, 1996.
4. Deviation 8 is incorporated into the Parking Space Calculations table for Cypress Cove at HealthPark Florida attached hereto and incorporated by reference to the Revised Master Concept Plan, dated December 1996, and stamped received by the zoning counter December 16, 1996.
5. Site Plan PD-97-002 is hereby APPROVED and adopted. A reduced copy is attached hereto.

DULY SIGNED this 13th day of February, A.D., 1997.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

[illegible]

CRISTINO LAKE

GRADING PLAN - SHEET 7
DRAINAGE STRUCTURES - SHEET 8
UTILITY PLAN - SHEET 16



GRAVING PLAN - SHEET 6
DRAINAGE STRUCTURES - SHEET
UTILITY PLAN - SHEET 13

[illegible]

GRADING PLAN - SHEET 8
DRAINAGE STRUCTURES - SHEET 12
UTILITY PLAN - SHEET 17

GRADING PLAN - SHEET 9
DRAINAGE STRUCTURES - SHEET 13
UTILITY PLAN - SHEET 18

- SHADING REPRESENTS PHASE II CONSTRUCTION

UNITY PLAN - SHEET 17
NORTH WATER & IRRIGATION
LINES EXTENSIONS

PROJECT DATA

BUILDINGS	8.78	ACRES	(14.82)
PAYMENT/CUMING	8.78	ACRES	(14.82)
SIDEWALK	0.86	ACRES	(1.48)
LANDS	14.40	ACRES	(14.42)
OPEN SPACE	28.11	ACRES	(44.52)
TOTAL PROJECT	59.39	ACRES	(100%)

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1. Product will be constructed in 1 phase (Phase 1 is good)
2. There will be no impact to Group A product sales if/when new product.

PARTING SHOTS

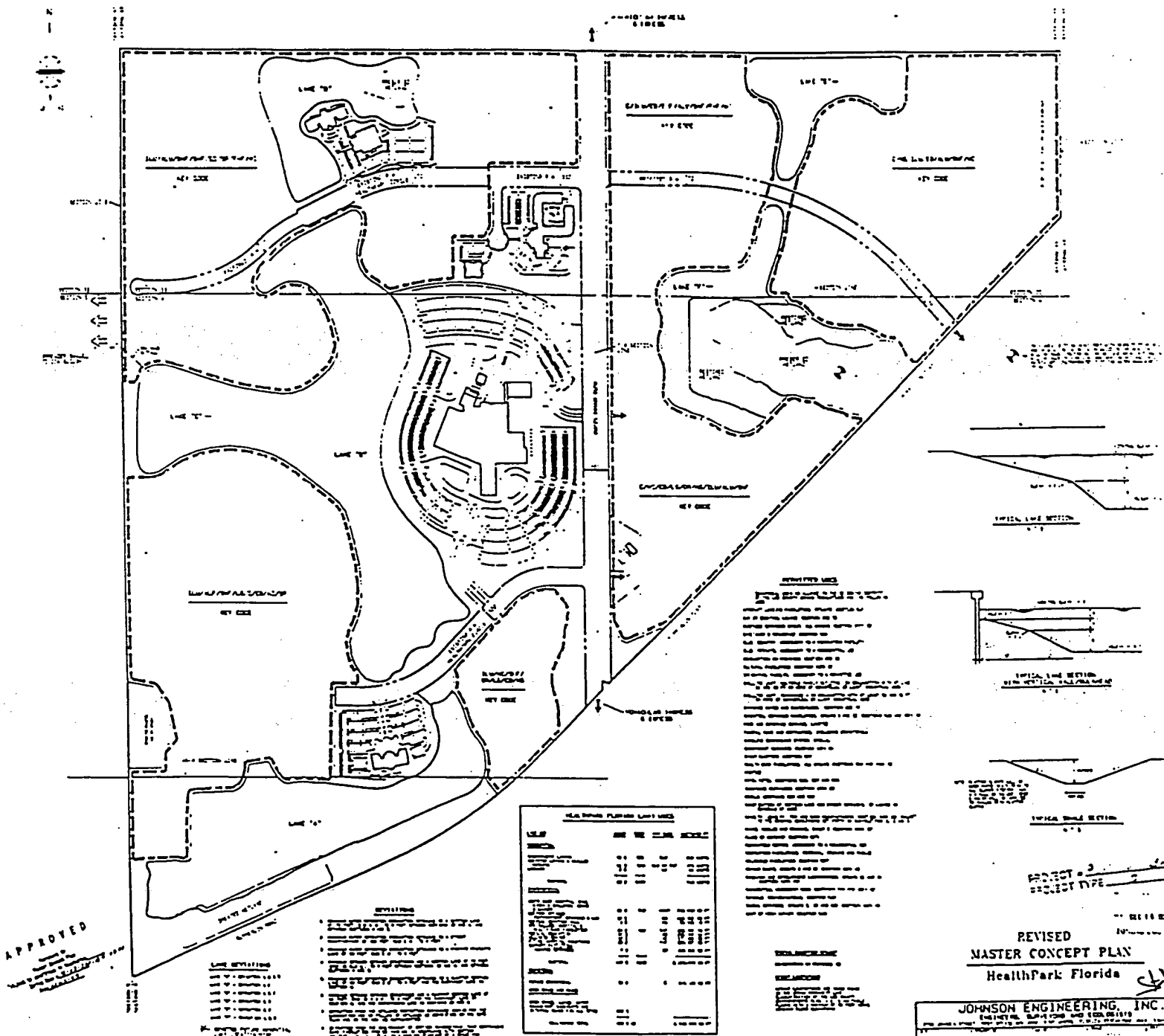
PROJECT TYPE:

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JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ESTIMATORS

PLA

Thomson



SECOND DEVELOPMENT ORDER AMENDMENT
FOR HEALTHPARK FLORIDA

A DEVELOPMENT OF REGIONAL IMPACT
STATE DRI NO. 5-8586-63
COUNTY CASE NO. ~~87-03-10-DRI(d)~~ 96-02-220.04Z 01.01

WHEREAS, the Board of County Commissioners of Lee County, Florida, (hereinafter, "the Board") considered the report and recommendations of the Southwest Florida Regional Planning Council, Lee County administrative staff, and the documents and comments made upon the record before the Board in a public hearing on the 8th day of June 1987, and after full consideration of those reports, recommendations, comments and documents the Board adopted the *original* development of regional impact development order for HealthPark Florida; and

WHEREAS, the development order was subsequently amended for the first time on October 13, 1993 to extend the phasing and build out schedule for the project; and

WHEREAS, Lee Health Ventures, Inc., the owner/developer of HealthPark Florida Development of Regional Impact, has requested a second amendment to the development order: 1) to modify the land use schedule; 2) provide for mitigation of hurricane shelter impacts associated with the revised land use schedule; 3) provide for a Land Use Conversion Table to allow minor modifications to the revised land use schedule in the future; 4) delete references to roadway segments that are no longer planned for construction by Lee County; 5) amend the Master Plan for the project; and 6) extend the date until which the project will not be subject to down zoning or intensity reduction so as to be consistent with the modified build out date approved by the Board in the first development order amendment; and

WHEREAS, under Section 380.06(19), Florida Statutes, the proposed change must be reviewed and evaluated to determine whether it is a substantial deviation from the terms of the existing development order; and

WHEREAS, the Board has reviewed the proposed amendment and finds that as conditioned herein, the change is not a substantial deviation; and

The proposed change to the HealthPark Florida DRI Development Order described herein is consistent with the adopted Comprehensive Plan of Lee County and applicable local land development regulations; and

WHEREAS, the proposed change is consistent with the State Comprehensive Plan;

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NOW, THEREFORE, let it be ordained by the Board of County Commissioners of Lee County, Florida, that the conditions of the Development Order for HealthPark Florida DRI are further amended as follows, with new language underlined and deletions struck through. All other portions of the original development order will remain in full force and effect.

SECTION I

Section I.A of the Development Order is revised to read as follows:

A. ~~The project will include 1,233,603 square feet of acute care and specialty hospital space (1,236 beds), 545,000 square feet of medical and general office space, 200,000 square feet of medical education space, 350,000 square feet of medical and general retail space (food and beverage, financial and business services), 680 independent living units (ACLF), 280 bed (93 units) assisted living (ACLF), 240 bed (80 units) nursing home, 170,000 square feet of recreational space (Wellness Center), and 160,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities).~~ 968,603 square feet of acute care, specialty hospital space (560 beds), and future health care functions: 340,000 square feet of medical and general office space; medical education space for 500 students (200,000 square feet); 310,000 square feet of medical and general retail space (food and beverage, financial, business and retail services); 530 independent living units; 326 beds of assisted living; 240 beds of nursing care; 510 residential dwelling units; 132 units of lodging; 60,000 square feet of recreational space (Wellness Center); and 27,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities). Buildings in the proposed development will not exceed eight (8) habitable floors. The project will have three consumption on premises (COP) of alcoholic beverages and other such uses as permitted by the CPD category as modified by the Master Concept Plan.

SECTION II

Section II.C.8 is hereby created to read as follows:

8. The developer must pay a fee-in-lieu of construction for hurricane shelter demand impacts in the amount of either: (1) \$51,554.64, if paid in one lump sum prior to or concurrent with the first building permit for a multi-family, independent living, or hotel/motel unit; or (2) \$46.30 per unit at the time each building permit is obtained for any multi-family, independent living, or hotel/motel unit. If additional county-wide administrative or other fees for hurricane sheltering are adopted in the future by the Board of County Commissioners of Lee County, those other fees will be applied prospectively to the

remaining unbuilt units and paid at the time of building permit.

SECTION III

Section II.D.1 is hereby revised to read as follows:

1. Development Phasing/Build out

The traffic impact assessment upon which this Development Order for HealthPark Florida DRI is based assumes expected build out in ~~1997~~ 2002. The traffic impact assessment included the expected impacts of the proposed land uses and phasing schedule shown in Exhibit "A." The Developer may, without further DRI review, convert land uses in accordance with the Land Use Conversion Table attached as Exhibit "C," provided: (a) the conversion does not require an alteration to the Master Concept Plan for the DRI and (b) the Developer gives 30 days notice of all proposed conversions to Lee County, the Southwest Florida Regional Planning Council, and the Florida Department of Community Affairs. All conversions must be identified in the subsequent monitoring report for the project. This condition is not intended to circumvent the thresholds established in Chapter 380 for further DRI review.

SECTION IV

Section II.D.5 of the Development Order entitled "Kelly Road Alignment" is hereby deleted in its entirety.

SECTION V

Section II.D.6 of the Development Order will be renumbered to II.D.5. and revised to read as follows:

6.5. Right-of-Way Dedication

a. The developer shall must dedicate the following right of way within or contiguous to HealthPark Florida:

(1) Sufficient right-of-way along the east and west property lines of Bass Road to provide a total of 150 feet of right of way.

(2) ~~Sufficient right-of-way along the north property line to provide 150 feet of right of way for Kelly Road from A&W Bulb Road to a point approximately 300 feet east of Bass Road.~~

~~(3) — Sufficient right-of-way within the northeast quadrant of the Project to provide 150 feet of right of way for Kelly road from a point approximately 300 feet east of Bass Road to Summerlin Road.~~

~~(4) — Sufficient right-of-way along the west property line to provide 50 feet of right of way for A&W Bulb Road from Kelly Road to a point approximately 400 feet north of Summerlin Road.~~

~~(5) — Sufficient right-of-way within the southwest quadrant of the project to provide a total of 100 feet of right of way for A&W Bulb Road from a point approximately 400 feet north of Summerlin Road to Summerlin Road.~~

b. This right-of-way shall must be dedicated to Lee County as follows:

(1) Bass Road, 150 feet of right-of-way from Summerlin Road to the northern intersection of West Lee Memorial Parkway with Bass Road at the time of the issuance of the first building permit for HealthPark.

(2) Bass Road, 150 feet of right-of-way from the northern intersection of West Lee Memorial Parkway with Bass Road to the north property line, at the time of the issuance of the first building permits for future health care parcel A.

~~(3) — Kelly Road, 150 feet of right-of-way from A&W Bulb Road to Summerlin Road, at the time of the issuance of the first building permits for future health care parcels A and commercial parcels A, B and C or prior to the construction of the Kelly Road extension by Lee County which ever comes first, provided, however, that should Kelly Road be developed as a limited access highway, the developer shall not be precluded from seeking damages relating to the condemnation of its otherwise unlimited access rights.~~

~~(4) — A&W Bulb Road, 50 and 100 feet of right-of-way as described in 6(A)(4) and 6 (A)(5) above, from Summerlin Road to Kelly Road, at the time of the issuance of the first building permit for Phase II of HealthPark.~~

c. Credits against road impact fees for right-of-way dedication, shall if any, must be in accordance with the provisions of the Lee County Roads Impact Fee Ordinance.

SECTION VI

Sections II.D.7 through II.D.9 and II.D.11 of the Development Order will be

renumbered to II.D.6 through II.D.8 and II.D.10 as set forth below. With the exception of II.D.10, the text of these subsections will remain unchanged.

~~7.6.~~ Road Impact Fees/Proportional Shares

~~8.7.~~ Construction In Lieu of Impact Fees

~~9.8.~~ Level of Service/Significant Impact

~~10.9.~~ Traffic Reassessment

~~11.10.~~ Municipal Services Benefit Unit

SECTION VII

Section II.D.10 of the Development Order is hereby revised to read as follows:

~~10.9.~~ Traffic Reassessment

a. Due to the uncertain status of several area roadway improvements including the extension of Bass Road from Gladiolus Drive to Cypress Lake Drive, A&W Bulb Road from Summerlin Road to Gladiolus Drive, and Kelly Road from Summerlin Road to Pine Ridge Road, and changes to the development mix, the Developer may be is required to submit for review and approval a traffic reassessment prior to December 31, 2000, the issuance of the first building permit for Phase II development (Exhibit A). The traffic reassessment shall be required if the following conditions are met: If the developer submits a Notice of Proposed Change further revising the land use parameters or extending build out of the project prior to December 31, 2000, the traffic reassessment must be submitted as part of the Notice.

~~(1) total HealthPark Florida external trip generation for Phase I development exceeds 19,500 trip ends on an annual average daily basis, or~~

~~(2) the extension of Bass Road from Gladiolus Drive to Cypress Lake Drive is not funded and programmed to be operational during the next five year development phase and Summerlin Road from Gladiolus Drive to Cypress Lake Drive operates at the end of Phase I or is projected to operate during the next phase of development at lower than the County's adopted level of service policy in effect at the time; and~~

~~(3) the extension of Kelly Road from Summerlin Road to Pine Ridge Road is not funded and programmed to be operational during the next five year~~

~~phase of development and Summerlin Road from Winkler Road to San Carlos Boulevard and Gladiolus Drive from Winkler Road to McGregor Boulevard operate at the end of Phase I or are projected to operate during the next phase of development at lower than the County's adopted level of service policy in effect at the time.~~

b. The traffic reassessment, if required, shall be submitted to the Department of Community Affairs, Southwest Florida Regional Planning Council, and Lee County and will be an equivalent to an update of the developer's ADA assessment of Question 31 in the DRI Questionnaire, using current and up-to-date methodologies. The methodology should be discussed and agreed upon by the developer and review agencies prior to submittal of the reassessment. The traffic reassessment will document commitments in approved planning programs to fund future roadway improvements resulting from existing traffic, area developments and HealthPark Florida during the next phase of development, the HealthPark's and other area developments' contributions toward roadway improvements during the previous phase of development, and the HealthPark's obligations, if any, to mitigate additional traffic impacts through the next phase of development. Development of land uses in Phases I and II (Exhibit "A") may continue in accordance with this Development Order, as amended, pending review of this traffic assessment.

SECTION VIII

Section II.H.1 of the Development Order is hereby revised to read as follows:

1. The Master Concept Plan (Map H) prepared by Johnson Engineering dated ~~February 1987 as updated through June 3, 1987, as amended at the Public Hearing, August, 1997~~ is incorporated into and made a part of this development order. The permitted uses and conditions are as shown on the Master Concept Plan and the conditions contained within this development order.

SECTION IX

Section III.K of the Development Order is hereby revised to read as follows:

K. The development will not be subject to down-zoning, unit density reduction, or intensity reduction, ~~for five (5) years following the approval of zoning, until June 7, 2002,~~ unless the County demonstrates that substantial changes have occurred in the conditions underlying the approval of this Development Order including, but not limited to, such factors as a finding that the development order was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety and welfare.

EXHIBIT A
HEALTH PARK FLORIDA DRI
(Revised 1/23/98)

LAND USE	PHASE I	PHASE II	TOTAL
<u>Residential</u> Independent Living Assisted Living & Skilled Nursing Res. multi-family Lodging-motel ¹	418 du 468 beds -0- du 6 rooms ¹	112 du 98 beds 510 du 126 rooms	530 du 566 beds 510 du 132 rooms
<u>Institutional/Office</u> Acute Care Hospital Medical & General Office Medical Services Mall Specialized Hospitals & Health care Facilities Medical Education Wellness Center Future Health care Functions Campus Support Facilities	220 beds 56,000 sq.ft. 10,000 sq.ft. 36,000 sq.ft. 16 beds -0- -0- -0- 7,200 sq.ft. -0-	220 beds 284,000 sq.ft. -0- 64,000 sq.ft. 104 beds 200,000 sq.ft. 500 students 60,000 sq.ft. 306,800 sq.ft. 27,000 sq.ft.	440 beds (554,603 sq.ft.) 340,000 sq.ft. ² 10,000 sq.ft. 100,000 sq.ft. 120 beds 200,000 sq.ft. 500 students 60,000 sq.ft. 314,000 sq.ft. 27,000 sq.ft.
<u>Commercial</u>	85,000 sq.ft.	215,000 sq.ft.	300,000 sq.ft.
<u>Open Space, Lakes & Water Management</u>	99.0 ac.	66.2 ac.	165.2 ac.

¹Includes rooms (existing and future) within the Ronald McDonald House.

²Includes 165,000 sq.ft. of medical office and 175,000 sq.ft. of general office.

EXHIBIT "C"
HEALTHPARK FLORIDA
LAND USE CONVERSION

		To Use		
From Use	Medical Office	General Office	Residential Apts.	Specialty Hospital
Medical Office (1,000 sq.ft.)	N/A	3,000 sq.ft.	7.5 du	N/A
General Office (1,000 sq.ft.)	330 sq.ft.	N/A	2.4 du	N/A
Commercial (1,000 sq.ft.)	1,200 sq.ft.	3,400 sq.ft.	8.5 du	2.5 beds
Future Health Care (1,000 sq.ft.)	N/A	N/A	3.6 du	1.1 beds

This transfer or conversion may occur in accordance with Section II.D.1 provided that: 1) the external trips original approved for the DRI remain the same (i.e., 3,204 peak hour trips and 34,393 daily trips); and 2) no additional impact will occur to other public facilities (such as sewer and water) and; 3) the conversion will not create a need for additional affordable housing. Further, no alteration to the Master Concept Plan may occur as a result of the conversion. In addition, the amount of square feet, beds and units to be converted to other uses or from other uses would be limited to no more than the following:

Land Use	Maximum Amount Converted From	Maximum Amount Converted To
Medical Office	60,000 sq.ft.	59,999 sq. ft.
General Office	60,000 sq.ft.	59,999 sq.ft.
Specialty Hospital	0 beds	59 beds
Residential Apts.	0 du	49 du
Commercial	50,000 sq.ft.	49,999 sq.ft.
Future Health Care	50,000 sq.ft.	49,999 sq.ft.

Thirty (30) days notice of any conversion must be provided to the County, The Regional Planning Council, and The Department of Community Affairs. In addition, the amount of conversion must be reported as part of the subsequent annual monitoring report.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Lee Health Ventures, Inc. d/b/a HealthPark Florida, filed an application to:

1. amend the HealthPark DRI development order and request an evaluation of whether the proposed amendment constitutes a substantial deviation pursuant to 380.06(19); and
2. amend the Commercial Planned Development zoning classification of the property; and

WHEREAS, the subject property is located on both sides of Bass Road, North of the Summerlin Road intersection, in S33 T45S R24E and S04 T46S R24E, Lee County, Florida (District #3); and

WHEREAS, the property's legal description is as follows:

LEGAL DESCRIPTION:

The South Half (S½) of the Southwest Quarter (SW¼) and the South Half (S½) of the Southeast Quarter (SE¼) lying Northwesterly of right-of-way (ROW) for Summerlin Road (C.R. 69), Section 33, Township 45 South, Range 24 East;

AND

The North Half (N½) of the Northwest Quarter (NW¼);

The North Half (N½) of the South Half (S½) of the Northwest Quarter (NW¼);

The South Half (S½) of the South Half (S½) of the Northwest Quarter (NW¼) lying Northerly of ROW for Summerlin Road (C.R. 869);

The North Half (N½) of the Southwest Quarter (SW¼) lying Northwesterly of ROW for Summerlin Road (C.R. 869);

The West Half (W½) of the Northeast Quarter (NE¼) lying Northwesterly of ROW for Summerlin Road (C.R. 869);

AND

The East Half (E½) of the Northeast Quarter (NE¼) lying Northwesterly of Row for Summerlin Road (C.R. 869) Section 04, Township 46 South, Range 24 East, Lee County, Florida.

Containing ±402.83 acres. This acreage total includes ±12.05 acres in Bass Road (150 feet wide); ±12.29 acres in former Iona Drainage Canals B-1, C-6 and C-8; and ±2.28 acres in Florida Power and Light Company easement; and

WHEREAS, the applicant has indicated the property's current STRAP numbers are as follows:

33-45-24-03-0000G.0000	33-45-24-03-0000C.0000	33-45-24-04-00W00.0000
33-45-24-04-00Y00.0000	33-45-24-04-00T00.0000	33-45-24-04-00000.0080
33-45-24-04-00000.0070	04-46-24-02-0000G.0000	04-46-24-02-0000D.0000
04-46-24-04-000M0.0000	33-45-24-03-00000.0020	33-45-24-03-00000.0030
33-45-24-00-00003.0010	04-46-24-00-00002.0000	04-46-24-04-00000.0110
33-45-24-03-00000.0010	04-46-24-02-0000B.0000	33-45-24-04-00000.0090
04-46-24-03-00000.0180	33-45-24-03-0000G.0020	33-45-24-03-0000G.0010;

and

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WHEREAS, the owners of the property, Lee Health Ventures, Inc. d/b/a HealthPark Florida, Encore Senior Living, LLC, Fort Myers Associates, LLC, Lee Memorial Hospital, Inc., Hospital Board of Directors of Lee County, Hope of Lee County, Inc., and HealthPark Medical Plaza One Associates, Ltd., authorized Henderson, Franklin, Stames & Holt, P.A. and Johnson Engineering, Inc. to act as agents to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on February 4, 1998, before the Lee County Hearing Examiner in Case Nos. 96-02-220.03Z 01.01 and 96-02-220.04Z 01.01, who gave full consideration to the evidence available; and

WHEREAS, a public hearing was advertised and held on March 30, 1998, before the Lee County Board of County Commissioners who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on file with the County, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board APPROVES the requested amendment to the HealthPark Florida DRI development order, makes a finding of no substantial deviation, and APPROVES the commercial planned development zoning classification subject to the conditions and deviation set forth below:

SECTION A. CONDITIONS:

The amendments to the CPD and Master Concept Plan (MCP) are subject to the following conditions:

1. The development and use of the parcel must be in substantial compliance with the approved Amended Master Concept Plan for HealthPark Florida, except as modified herein. The Concept Plan was prepared by Johnson Engineering, Inc. and is dated August 1997, and is stamped received at the permit counter on January 13, 1998. The MCP is attached to this resolution as Exhibit "A".
2. The uses permitted within the HealthPark CPD are set forth in Exhibit "B".

The approved uses are limited by the following:

- (1) Communication Towers in excess of 100 feet must be approved through a special exception; and
- (2) Consumption on Premises uses must meet the separation requirements of the LDC; and
- (3) Units of High Impact and Professional Offices and use groups for Schools, Commercial are prohibited.

The Land Use locations for permitted uses are as set forth on sheet 1 of the MCP.

3. Development of the site must comply with the Property Development Regulations set forth on sheet 2 of the MCP. Open Space will be provided consistent with the Open Space Table set forth in Exhibit "C".

4. The approval of the amended CPD does not mitigate the project's vehicular or pedestrian traffic impacts. The mitigation of those impacts may be addressed through additional conditions required at the time of local development order approval. The controlled access resolution for Summerlin Boulevard was amended to allow the access shown on the Master Concept Plan. The amending resolution is attached hereto as Exhibit "D".
5. Approval of the amended CPD does not vest the developer's right to receive local development order approvals for intensities of use that exceeds the Lee Plan overlay methodology for use allocation.
6. All development must comply with the requirements of the LDC at the time of local development order approval, except as may be granted by an approved deviation.

SECTION B. DEVIATION:

The Amended Master Concept Plan deviates from Section 34-935(c)(2) of the LDC in the following respect:

The applicant requested a deviation (#2) from LDC Section-935(c)(2). This section prohibits parking, or internal roads or drives, from being located closer than 25 feet from the development perimeter. The requested deviation is to allow a 5-foot setback for an internal road along the northern property line, and to allow a 15-foot setback for an internal road along the southern property line. The requested deviation is APPROVED.

SECTION C. MASTER CONCEPT PLAN:

A two-page, reduced copy of the Amended Master Concept Plan, entitled HealthPark Florida, is attached and incorporated into this resolution by reference, as modified herein.

SECTION D. FINDINGS AND CONCLUSIONS:

1. The following findings and conclusions were made in conjunction with the approval of the requested amendments to the DRI development order and CPD zoning classification:
 - a. The applicant is entitled to the requested amendments by demonstrating compliance with the Lee Plan, the Land Development Code, and other applicable codes and regulations.
 - b. As conditioned herein, the requested amendment to the CPD and corresponding Master Concept Plan:-
 - (1) meets or exceeds all performance and locational standards set forth for the potential uses allowed by the CPD zoning approval;
 - (2) is consistent with the densities, intensities, and general uses set forth in the Lee Plan;
 - (3) is compatible with existing or planned uses in the surrounding area; and
 - (4) will not adversely affect environmentally critical areas or natural resources.

- c. Approval of the requested amendments will not unduly burden existing transportation or other services and planned infrastructure facilities. The site will be served by streets with the capacity to carry the traffic generated by the development.
- d. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.
- e. The proposed schedule of uses is appropriate at the subject location.
- f. The recommended conditions to the Master Concept Plan, coupled with other applicable regulations, provide sufficient safeguards to the public interest.
- g. The conditions recommended herein are reasonably related to the impacts on the public's interest created by, or expected from, the proposed amendments.
- h. The deviation granted from LDC Section 34-935(c)(2):
 - a. enhances the objectives of the commercial planned development; and
 - b. preserves and promotes the general intent of the LDC to protect the public health, safety and welfare.

2. The proposed amendments to the DRI Development Order do not constitute a substantial deviation from the original DRI approval.

The foregoing resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner Ray Judah, and seconded by Commissioner Douglas R. St. Cerny and, upon being put to a vote, the result was as follows:

John E. Manning	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Andrew W. Coy	Aye
John E. Albion	Aye

DULY PASSED AND ADOPTED this 30th day of March, 1998.

ATTEST:
CHARLIE GREEN, CLERK

BY: *Patricia Figueroa*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *J. Manning*
Chairman

Approved as to form by:

Annethia Collins
County Attorney's Office

MINUTES DEPARTMENT,

FILED APR 02 1998

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Attachments to Resolution:

- (A) Master Concept Plan, sheets 1 and 2, dated 8/97
- (B) Amended Schedule of Uses dated 2/3/98
- (C) Open Space Table dated 2/3/98
- (D) Resolution 97-12-10 (Amendment to Controlled Access Resolution for Summerlin granting the access shown on the MCP, including four-page exhibit of Designated Access Points for Summerlin Road)

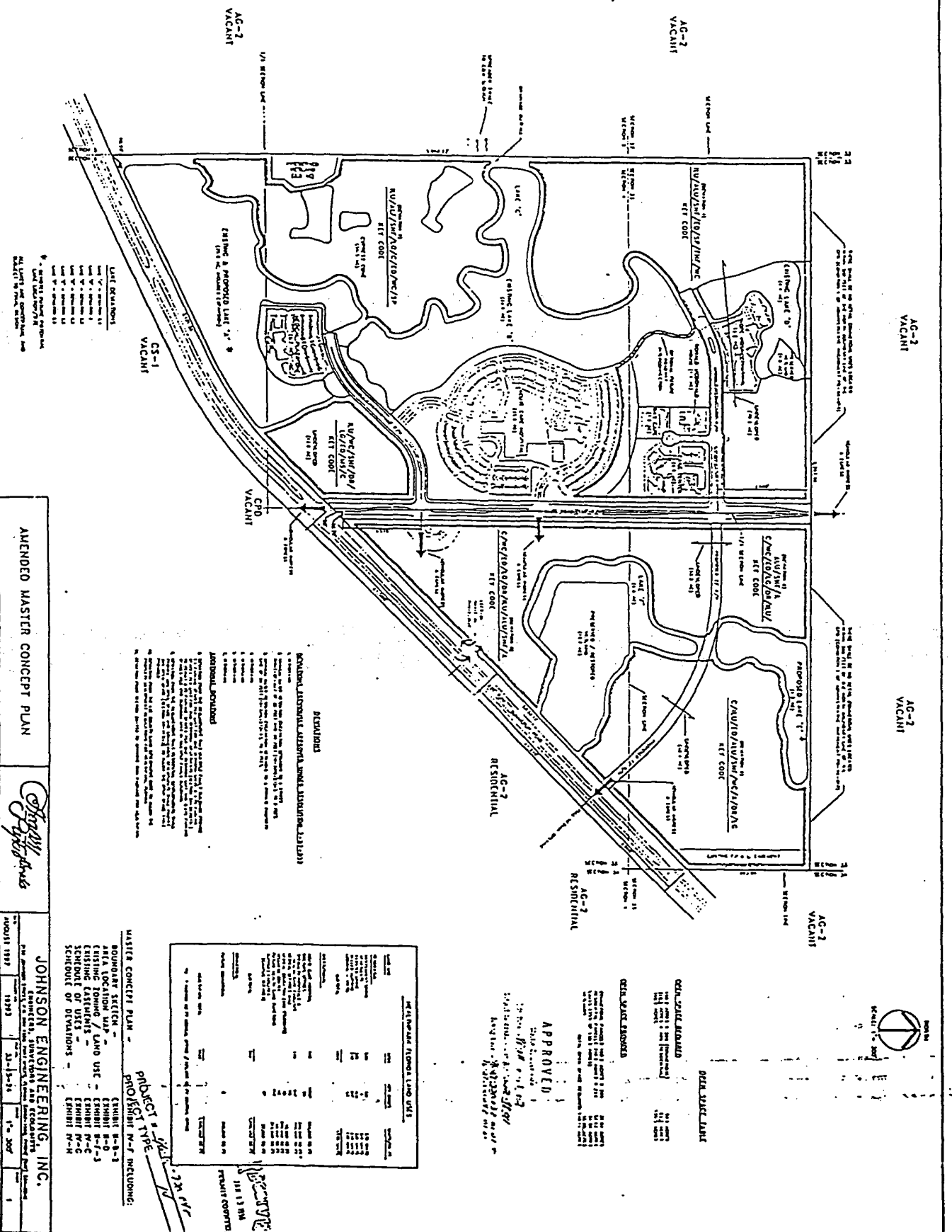


EXHIBIT "B"

AMENDED ATTACHMENT F

SCHEDULE OF USES for HealthPark CPD

ACCESSORY USES AND STRUCTURES
 ADMINISTRATIVE OFFICES
 AIRCRAFT LANDING FACILITIES
 ANIMALS CLINIC (Section 34-1321)
 ASSISTED LIVING FACILITY (ALF)
 ATM (Automatic Teller Machine)
 AUTO PARTS STORE
 AUTOMOBILE SERVICE STATION
 AUTO REPAIR AND SERVICE [Section 34-622(c)(2)] limited to garages with general automotive repair and service.
 BAIT AND TACKLE SHOP
 BANKS AND FINANCIAL ESTABLISHMENTS [Section 34-622(c)(3)] Groups I and II
 BAR OR COCKTAIL LOUNGE (Section 34-1261)
 BOATS
 BOAT PARTS STORE
 BOAT RENTAL
 BOAT SALES
 BROADCAST STUDIO, COMMERCIAL RADIO AND TELEVISION (Section 34-1441)
 BUILDING MATERIALS SALES [Section 34-622(c)(4)]
 BUSINESS SERVICES [Section 34-622(c)(5)] Group I, excluding bail bonding, collection agencies, credit reporting services.
 CAR WASH
 CARETAKER'S RESIDENCE
 CLOTHING STORES, GENERAL [Section 34-622(c)(8)]
 CLUBS
 COMMERCIAL
 FRATERNAL MEMBERSHIP ORGANIZATION (Section 34-2111)
 PRIVATE (Section 34-2111)
 CONSUMPTION ON PREMISES (Section 34-1261) (8 COP's)
 CONVENIENCE FOOD AND BEVERAGE STORE
 CULTURAL FACILITIES [Section 34-622(c)(10)]
 DAYCARE CENTER, ADULT, CHILD
 DEPARTMENT STORE
 DRIVE-THROUGH FACILITY FOR ANY PERMITTED USE
 DRUGSTORE, PHARMACY
 DWELLING UNIT - MULTIPLE FAMILY BUILDING and/or TOWNHOUSE, IN CONJUNCTION WITH AT LEAST 50,000 S.F. OR MORE OF COMMERCIAL OR LIGHT INDUSTRIAL USES
 ESSENTIAL SERVICES (Section 34-1611)
 ESSENTIAL SERVICE FACILITIES (Sections 34-622(c)(13) and 34-1611), Group I
 EXCAVATION WATER RETENTION (Section 34-1651)
 FACTORY OUTLETS
 FENCES, WALLS
 FOOD AND BEVERAGE SERVICE, LIMITED
 FOOD STORES [Section 34-622(c)(16)] Groups I
 FUNERAL HOME OR MORTUARY (with or without cremation)
 GIFT AND SOUVENIR SHOP
 GROUP QUARTERS
 HARDWARE STORE
 HEALTH CARE FACILITIES [Section 34-622(c)(20)] All Groups
 HOBBY, TOY, GAME SHOPS [Section 34-622(c)(21)]
 HOSPICE
 HOTEL / MOTEL
 HOUSEHOLD AND OFFICE FURNISHINGS [Section 34-622(c)(22)] All Groups
 INSURANCE COMPANIES [Section 34-622(c)(23)]
 LAUNDROMAT
 LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)] Group I
 LAWN AND GARDEN SUPPLY STORE (Section 34-2081)
 LIBRARY
 MEDICAL OFFICE
 MINI-WAREHOUSE
 MODEL DISPLAY CENTER (Section 34-1951)
 MODEL UNITS AND CENTERS
 NON-STORE RETAILERS [Section 34-622(c)(30)] All Groups
 PACKAGE STORE (Section 34-1261)
 PAINT, GLASS AND WALLPAPER
 PARKS [Section 34-622(c)(32)] Groups I & II and III limited to Convention or Exhibition Halls
 PARKING LOT
 ACCESSORY
 COMMERCIAL
 GARAGE, PUBLIC PARKING
 TEMPORARY
 PERSONAL SERVICES [Section 34-622(c)(33)] All Groups
 PET SHOP AND SERVICES
 PHARMACY
 PLACE OF WORSHIP
 PROFESSIONAL OFFICES
 REAL ESTATE SALES OFFICE
 RECREATION, COMMERCIAL [Section 34-622(c)(38)] All Groups
 RECREATIONAL FACILITIES, COMMERCIAL, PERSONAL, PRIVATE OR PUBLIC INDOOR ONLY
 RELIGIOUS FACILITIES (Section 34-2051)
 RENTAL OR LEASING ESTABLISHMENTS [Section 34-622(c)(39)] Group I
 REPAIR SHOPS [Section 34-622(c)(40)] Groups I and II
 RESEARCH AND DEVELOPMENT LABORATORIES [Section 34-622(c)(41)]
 Group II and IV
 RESIDENTIAL ACCESSORY USES
 RESTAURANTS, FAST FOOD
 RESTAURANTS [Section 34-622(c)(43)] All Groups
 SCHOOLS, COMMERCIAL [Section 34-622(c)(45)] All Groups
 SELF-SERVICE FUEL PUMPS
 SELF-SERVICE FUEL PUMP STATION
 SIGNS IN ACCORDANCE WITH CHAPTER 30
 SOCIAL SERVICES [Section 34-622(c)(46)] Groups I, II & III
 SPECIALTY RETAIL SHOP [Section 34-622(c)(47)] All Groups
 STORAGE OPEN AND INDOOR (Section 34-3001)
 STUDIOS [Section 34-622(c)(49)]
 TEMPORARY USES
 TOWERS, COMMUNICATION [Section 34-1441] up to 100 feet
 TRANSPORTATION SERVICES [Section 34-622(c)(53)] Group II
 UNITS OF HIGH IMPACT
 USED MERCHANDISE STORE [Section 34-622(c)(54)] Groups I, II and III

HEALTHPARK FLORIDA

OPEN SPACE TABLEOPEN SPACE REQUIRED

180.2 ACRES X 30% (COMMERCIAL)
210.5 ACRES X 40% (RESIDENTIAL)
390.7 ACRES

54.1 ACRES
84.2 ACRES
138.3 ACRES

OPEN SPACE PROVIDED

COMMERCIAL PARCELS 180.2 ACRES X 24%
RESIDENTIAL PARCELS 210.5 ACRES X 28%
LAKES (25% OF 76.9 ACRES)
WETLANDS

43.25 ACRES
58.94 ACRES
19.23 ACRES
16.90 ACRES

TOTAL OPEN SPACE REQUIRED: 138.30 ACRES

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Russell P. Schropp, Esquire, filed an application on behalf of the property owner, Lee Health Ventures, Inc., d/b/a HealthPark Florida, to amend the Commercial Planned Development (CPD) and the Development of Regional Impact (DRI).

WHEREAS, a public hearing was advertised and held on May 23, 2001, before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #DRI2000-00023 and DCI2000-00093; and

WHEREAS, a second public hearing was advertised and held on August 20, 2001, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to:

1. Amend the HealthPark Florida DRI and CPD to provide for adjustments in land uses, amend the legal description to remove Bass Road from the project, amend the build-out date for Phase I to December 31, 2004 and the build-out date for the project to December 31, 2008, modify traffic mitigation conditions, incorporate updated information, and modify the Master Concept Plan (MCP) and Map H; and
2. Determine whether the proposed changes constitute a deviation from the original development approvals under the provisions of §380.06(19), Florida Statutes, requiring further DRI review.

The property is located in the Urban Community & Resource Protection Future Land Use Category and is legally described in attached Exhibit A. The request is APPROVED SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. Development must be consistent with the two-page Amended Master Concept Plan entitled "HealthPark Florida," dated August 1997, last revised December 26, 2000 and stamped "Received Dec 27 2000," except as modified by the conditions below.

CASE NOS: DRI2000-00023 & DCI2000-00093

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2. Development must be in compliance with the HealthPark Florida DRI Development Order #5-8586-63, as amended, attached hereto as Exhibit D.
3. The terms and conditions of Resolution Z-87-058, as amended by Resolutions Z-98-011 and Z-01-002, remain in full force and effect except as modified herein. No changes to the Schedule of Uses, the Property Development Regulations nor to the previously approved deviations are made by this resolution.
4. Revised Development Parameters:

Land Use	Total Phase I - 2004	Total Buildout - 2008
Institutional/Office	467,200 square feet	1,383,803 square feet
Commercial	100,000 square feet	175,000 square feet
Residential		
Independent Living	363 dwelling units	363 dwelling units
Assisted Living	407 beds	407 beds
Multifamily	468 dwelling units	968 dwelling units
Lodging/Hotel (Includes Ronald McDonald House)	252 rooms	252 rooms

5. Full median openings depicted on the Master Concept Plan are not approved by this resolution. Access Points #1 and #3, as identified on the MCP, must be consistent with the conditions adopted under Resolution Z-01-002. This resolution limits Access Point #3 to a right-in/right-out only and stipulates that Access Point #1 will be evaluated with regard to a median opening at the time that future improvements are realized along Bass Road.
6. As outlined under the amended DRI Development Order (D.9 Traffic Assessment), prior to initiating Phase II level of development, the Developer must submit a traffic reassessment for review of Phase II development.
7. Buildings exceeding 35 feet in height must maintain additional building separation consistent with LDC §34-2174(a).
8. Transportation mitigation must be provided consistent with in the DRI development order. However, site related improvements and additional conditions may be required at the time of local development order approval in accordance with the provisions of the Land Development Code.
9. Approval of this application does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee Plan Planning Communities Map and Acreage Allocation Table, Map 16 and Table 1(b).
10. The project must comply with all requirements of the Lee County LDC at time of local Development Order Approval, except as may be granted by deviations approved as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

SECTION C. DEVIATIONS:

The proposed request contains no modifications to the previously adopted Schedule of Deviations as enumerated on the Amended Master Concept Plan. Deviations 1, 4, 5, 6, and 7 were withdrawn by the Applicant. No changes are proposed for Deviations 2, 3, 8, 9, 10, 11 and 12. No action is necessary for any deviation as part of this amendment.

SECTION D. EXHIBITS:

The following exhibits are attached to this resolution and incorporated by reference:

- Exhibit A: The legal description and STRAP number of the property.
- Exhibit B: Zoning Map (subject parcel identified with shading)
- Exhibit C: The Master Concept Plan (Map H)
- Exhibit D: Health Park Florida DRI Development Order (Third Development Order Amendment)

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the request by demonstrating compliance with the Lee Plan, the LDC, and other applicable code and regulations.
2. The request, as conditioned:
 - a. meets or exceeds the performance and locational standards set forth for the potential uses allowed by the request; and,
 - b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,
 - c. is compatible with existing or planned uses in the surrounding area; and,
 - d. will not place an undue burden upon existing transportation or planned infrastructure facilities and the site will be served by streets with the capacity to carry traffic generated by the development; and,
 - e. will not adversely affect environmentally critical areas or natural resources.
3. The approval of this request satisfies the following criteria:
 - a. the proposed use or mix of uses continues to be appropriate at the subject location; and
 - b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and
 - c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.

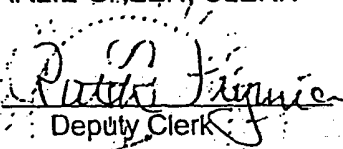
4. Urban services, as defined in the Lee Plan, will be available and adequate to serve the proposed land use.

The foregoing resolution was adopted by the Lee County Board of Commissioners upon the motion of Commissioner Judah, seconded by Commissioner Janes, and, upon being put to a vote, the result was as follows:

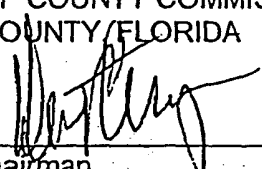
Robert P. Janes	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Andrew W. Coy	Absent
John E. Albion	Aye

DULY PASSED AND ADOPTED this 20th day of August 2001.

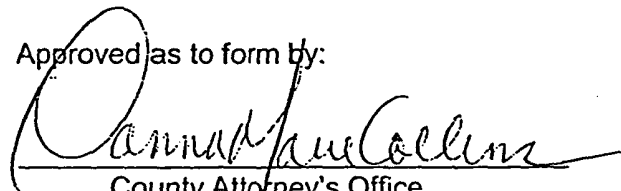
ATTEST:
CHARLIE GREEN, CLERK

BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Chairman

Approved as to form by:


County Attorney's Office

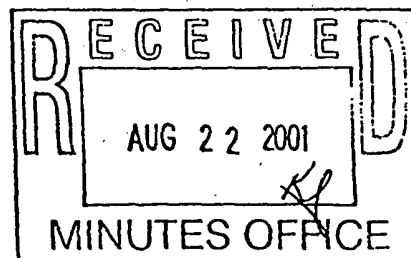


EXHIBIT "A"
LEGAL DESCRIPTION
Property located in Lee County, Florida

In Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East, Lee County Florida: Healthpark Florida West subdivision, Plat Book 47, Pages 1 through 9; less and except Tract "A" of said subdivision for Bass Road; and Phase I-E Healthpark Florida West subdivision, Plat Book 49, Pages 31 through 34, and Phase I-F Healthpark Florida West subdivision, Plat Book 53, Pages 81 through 90, and Healthpark Florida East subdivision, Plat Book 68 Pages 17 through 22, Public Records of Lee County, Florida.

Parcel contains 390.7 acres, more or less.

The applicant has indicated that the STRAP numbers for the subject property are:

04-46-24-02-0000D.0000	04-46-24-02-0000G.0000
04-46-24-02-000M0.0000	33-45-24-00-00003.0020
33-45-24-03-0000C.0000	33-45-24-03-0000G.0000
33-45-24-04-00000.0070	33-45-24-04-00000.0080
33-45-24-04-00T00.0000	33-45-24-04-00W00.0000
33-45-24-04-00Y00.0000	04-46-24-02-0000B.0000
33-45-24-03-00000.0010	04-46-24-00-00002.0000
04-46-24-04-00000.0110	33-45-24-03-00000.0020
33-45-24-03-00000.0030	04-46-24-00-00010.0000
04-46-24-03-00000.0180	33-45-24-00-00003.0010
33-45-24-03-0000G.0010	33-45-24-03-0000G.0020
33-45-24-04-00000.0090	33-45-24-04-0000V.0000

ZONING MAP

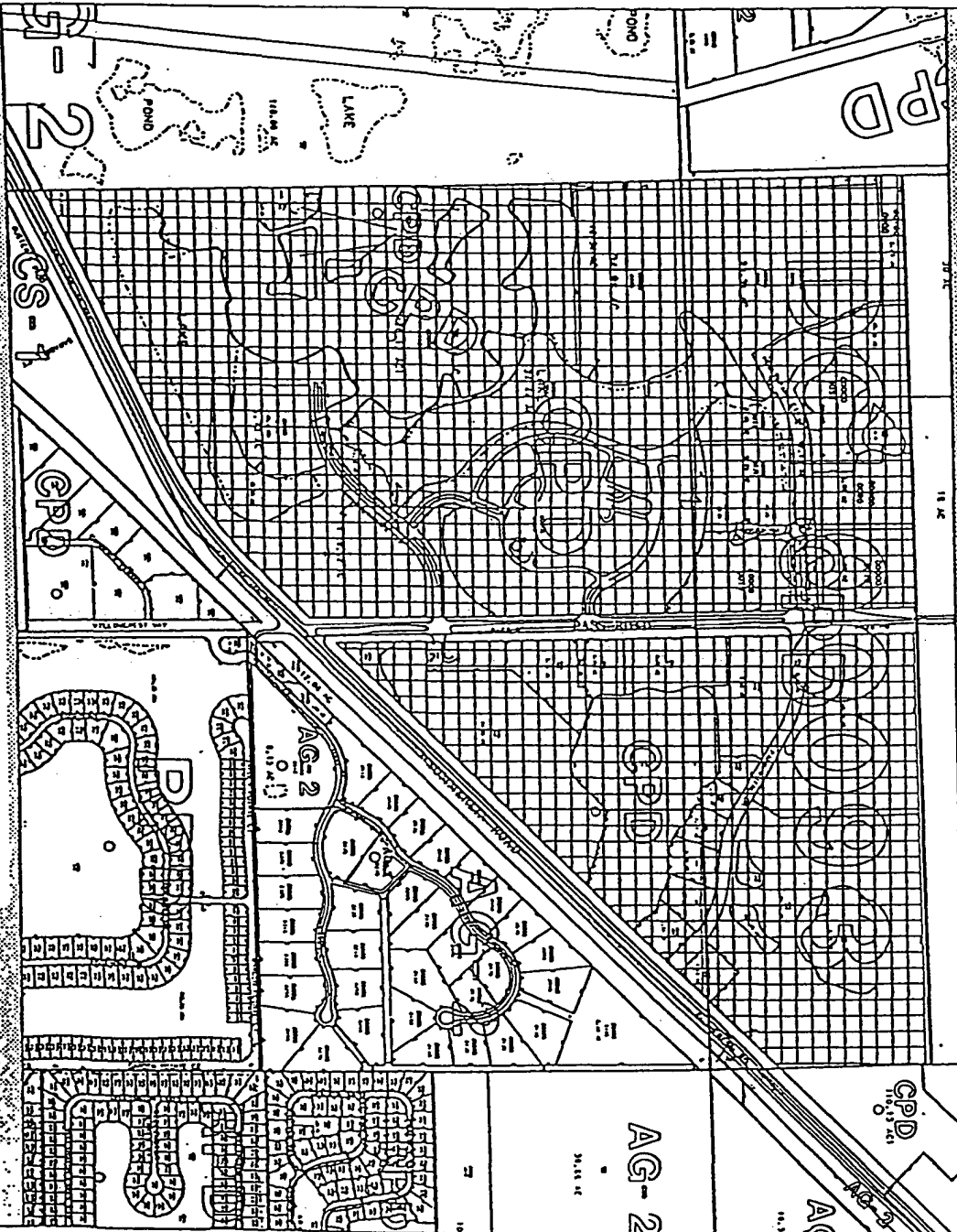


EXHIBIT B

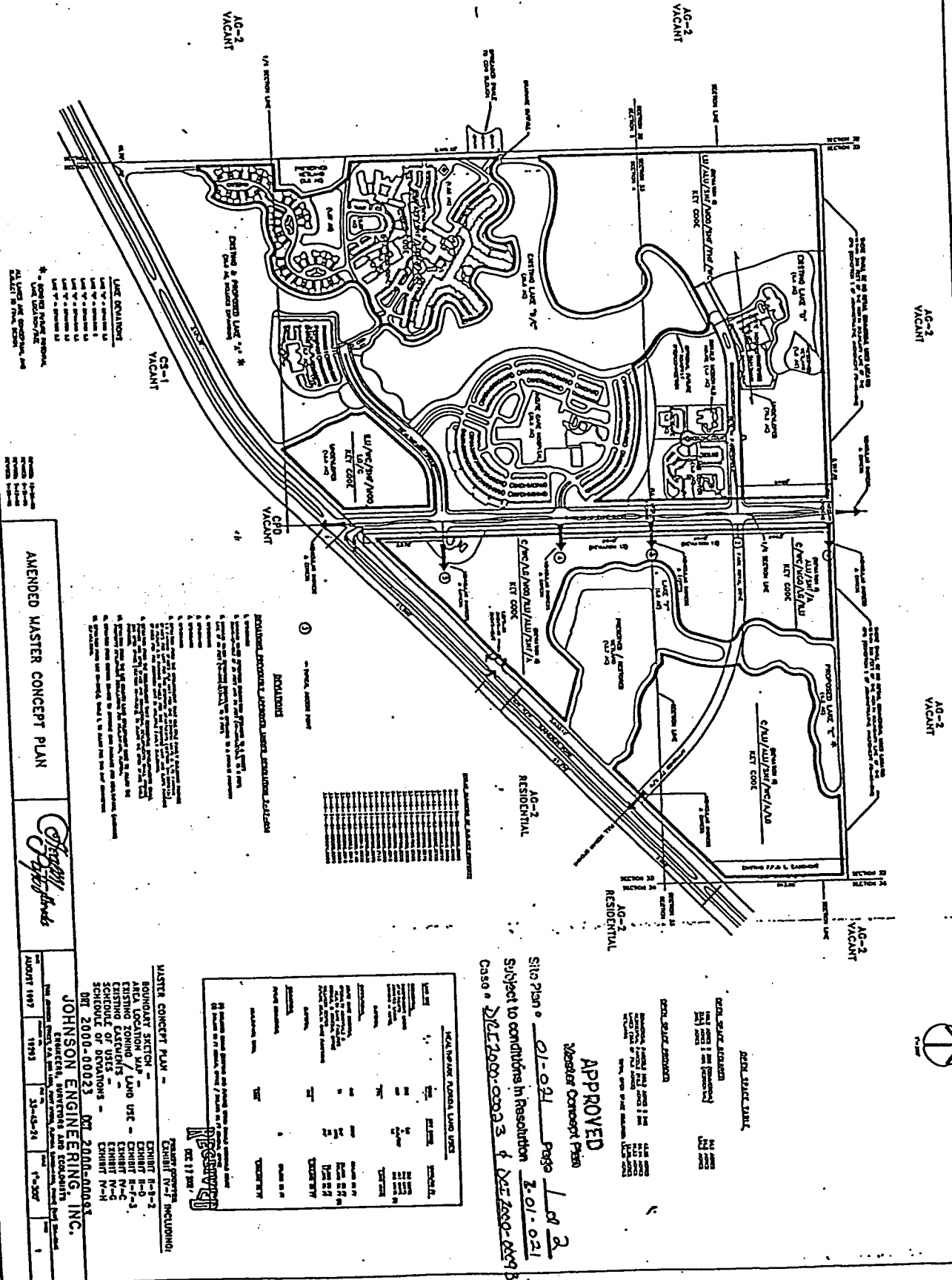


EXHIBIT D

THIRD DEVELOPMENT ORDER AMENDMENT¹ FOR
HEALTHPARK FLORIDA

A Development of Regional Impact

State DRI #5-8586-63
County Case #87-03-10-DRI(d)

DEVELOPMENT ORDER

FOR

HEALTHPARK FLORIDA

A DEVELOPMENT OF REGIONAL IMPACT

5-8586-63

LET It be known, that, pursuant to Section 380.06 of the Florida Statutes, the Board of County Commissioners of Lee County, Florida, has heard, at a public hearing convened on the eighth day of June, 1987, the application for development approval for HealthPark Florida, a hospital/commercial/residential/educational development which, after the amendment proposed herein, will consist of approximately Three Hundred Ninety Point Seven (390.7) acres to be developed in accordance with the application filed by Lee Health Care Resources, Inc.; Lee Memorial Hospital, Inc.; Lee County Hospital Board of Directors; and Lee County HealthPark Joint Venture (referred to herein collectively as "Applicant").

WHEREAS, the Board of County Commissioners of Lee County, Florida, (hereinafter, "the Board") considered the report and recommendations of the Southwest Florida Regional Planning Council, Lee County administrative staff, and the documents and comments made upon the record before the Board in a public hearing on the 8th day of June 1987, and after full consideration of those reports, recommendations, comments and documents the Board adopted the *original* development of regional impact development order for HealthPark Florida; and

¹This document represents a compilation of the original DRI Development Order approved on June 8, 1987; the First Development Order Amendment approved on October 13, 1993; and the Second Development Order Amendment approved on March 30, 1998. Proposed changes to this composite Development Order are also shown, with additions underlined and deletions struck through.

WHEREAS, the development order was subsequently amended for the first time on October 13, 1993 to extend the phasing and buildout schedule for the project; and

WHEREAS, in March 1998, Lee Health Ventures, Inc., the owner/developer of HealthPark Florida Development of Regional Impact, amended the development order a second time: 1) to modify the land use schedule; 2) provide for mitigation of hurricane shelter impacts associated with the revised land use schedule; 3) provide for a Land Use Conversion Table to allow minor modifications to the revised land use schedule in the future; 4) delete references to roadway segments that are no longer planned for construction by Lee County; 5) amend the Master Plan for the project; and 6) extend the date until which the project will not be subject to down zoning or intensity reduction so as to be consistent with the modified buildout date approved by the Board in the first development order amendment; and

WHEREAS, in January 2001, Lee Health Ventures, Inc., the owner/developer of HealthPark Florida Development of Regional Impact, requested a third amendment to the DRI Development Order to: 1) Modify the land use schedule; 2) amend Map H to reflect the addition of two access points on the east side of Bass Road; 3) revise the project legal description to delete the legal description for Bass Road; 4) extend the phasing and build-out dates for the project; and 5) modify the transportation mitigation conditions based on a traffic reassessment performed in connection with the Notice of Proposed Change; and

WHEREAS, pursuant to Florida Statutes Chapter 380.06(19)(f)5., Board of County Commissioners must determine whether the proposed changes require further Development of Regional Impact Review; and

WHEREAS, pursuant to Florida Statutes Chapter 380.06(19)(e)5.c., a proposed change consisting of simultaneous increases and decreases of at least two of the uses within a multi-use Development of Regional Impact that was originally approved with three or more uses is presumed to create a substantial deviation from the original development approvals, but that presumption may be rebutted by clear and convincing evidence; and

WHEREAS, the Board must consider the previous and current proposed changes in deciding whether those changes cumulatively constitute a substantial deviation requiring further Development of Regional Impact review.

WHEREAS, the Board has reviewed the proposed amendment and finds that, based on the transportation analysis as conditioned herein, the change is not a substantial deviation; and

WHEREAS, the proposed change to the HealthPark Florida DRI Development Order described herein is consistent with the adopted Comprehensive Plan of Lee County and applicable local land development regulations; and

WHEREAS, the proposed change is consistent with the State Comprehensive Plan.

I. FINDINGS OF FACT/CONCLUSIONS OF LAW

A. The project will include ~~968,603 square feet of acute care, specialty hospital space (560 beds), and future health care functions; 340,000 square feet of medical and general office space; medical education space for 500 students (200,000 square feet); 310,000 square feet of medical and general retail space (food and beverage, financial, business and retail services); 530 independent living units; 326 beds of assisted living; 240 beds of nursing care; 510 residential dwelling units; 132 units of lodging; 60,000 square feet of recreational space (Wellness Center); and 27,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities).~~ 606,803 square feet (456 beds) of acute care, specialty hospital space, and future health care functions; 702,000 square feet of medical and general office space; 175,000 square feet of general retail space (food and beverage, financial, business and retail services); 363 independent living units; 407 beds of assisted living and skilled nursing care; 968 residential dwelling units; 252 units of lodging; and 75,000 square feet of recreational space (wellness center). Buildings in the proposed development will not exceed eight (8) habitable floors. The project will have other such uses as permitted by the CPD category as modified by the Master Concept Plan.

B. The legal description of the property is as follows:

All that part of the south half (S-½) of the south half (S-½) of Section 33, Township 45 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR-869) and

All that part of Section 4, Township 46 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR-869):

Containing 402.83 acres more or less including 3.27 acres more or less in Bass Road (50 feet wide); 12.29 acres more or less in former Iona Drainage District Canals B-1, C-6 and C-8 and 2.2 acres more or less in Florida Power & Light Company right-of-way easement:

In Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East, Lee County, Florida: Healthpark Florida West subdivision, Plat Book 47, Pages 1 through 9, less and except Tract "A" of said subdivision for Bass Road; and Phase I-E Healthpark Florida West subdivision, Plat Book 49, Pages 31 through 34; and Phase I-F Healthpark Florida West subdivision, Plat Book 53, Pages 81 through 90; and Healthpark Florida East subdivision, Plat Book 68, Pages 17 through 22; Public Records of Lee County, Florida.

Parcel contains 390.7 acres, more or less.

C. The subject property is presently zoned ~~AG-2~~ Commercial Planned Development (CPD), pursuant to the authority of Chapter 125, Florida Statutes, Chapter 61-2405, Laws of Florida (Special Acts), and the ~~Lee County Zoning Regulations of 1962, 1978, and 1986 as amended~~ Land Development Code; and

D. ~~This~~ The Application for Development Approval is consistent with the requirements of Section 380.06, Florida Statutes; and

E. The development is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes; and

F. The development does not unreasonably interfere with the achievement of the objectives of an adopted State Land Development Plan applicable to the area; and

G. The development has original plan of development and all subsequent amendments thereto have been reviewed by the Southwest Florida Regional Planning Council and is the subject of the various reports and recommendations adopted by the council ~~on December 18, 1986~~ and subsequently forwarded to Lee County pursuant to the provisions of Section 380.06, Florida Statutes; and the proposed development is consistent with the comments and observations of the staff report of the Southwest Florida Regional Planning Council.

H. The development is consistent with the Lee County Comprehensive Plan and Lee County's land development regulations if subject to the conditions contained in this Development Order.

I. Concurrently, with the adoption of this Development Order, the subject commercial planned development zoning of the property is being rezoned in accordance with Lee County Zoning Ordinance 86-17 as will be amended; and the The Zoning Resolution contains additional details and conditions pertaining to the HealthPark and also provides for certain deviations from Lee County property development regulations.

J. The proposed conditions below meet the criteria found in Section 380.06(15)(d), Florida Statutes.

II. ACTION ON REQUEST

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, in public meeting, duly constituted and assembled this ~~Eighth day of June, 1987~~ on August 20, 2001, that the Third Development Order Amendment for the HealthPark Florida Development of Regional Impact Application for ~~Development Approval submitted by James T. Humphrey, authorized representative for the applicant, for the development known as "HealthPark Florida"~~ is hereby APPROVED, subject to the following conditions, restrictions and limitations:

A. DRAINAGE/WATER QUALITY

1. All commitments provided in the A.D.A. and supplemental submittals, with respect to Question 22 (Drainage), are hereby incorporated as conditions to this approval.

2. The developer and/or his successor(s) shall must implement an on-going maintenance and monitoring program that regularly inspects, maintains and samples the stormwater discharge from the management system until the complete buildout of HealthPark Florida. The Developer shall establish the legal entity which will carry out this program after tracts and/or units are sold. This monitoring system will be designed in conjunction with the South Florida Water Management District and will meet that agency's technical requirements.

3. The monitoring program for the wetland area east of Bass Road will address, among other objectives as identified by the Director, whether or not the final water management design should direct any flow to the Hendry Creek watershed.

4. The discharge from the water management system will be via a spreader swale system at the western boundary of the property to Cow Slough. This spreader swale system may require authorization from Lee County for lands owned by Lee County in the East ½ of the NE ¼ of Section 5, Township 46 S, Range 24 E. Approval of this development order does hereby authorize any necessary water management improvements on County-owned property. The vacation of public rights to former IDD canals within the site may also be necessary.

5. If reclaimed wastewater cannot be obtained for irrigation purposes, then the applicant shall developer must submit a feasibility study with any water use permit application which explores the utilization of the lowest acceptable quality of groundwater.

6. As a part of its surface water management program, the applicant developer will submit a comprehensive program for the handling and disposal of any hazardous wastes.

7. A regularly scheduled vacuum sweeping program shall be initiated and continued by the applicant, as a best management practice (b.m.p.).

B. ENERGY

The applicant shall developer will incorporate, where appropriate in saving energy, the following energy conservation features into all site plans and architectural programs, or insure ensure that the following features are implemented whenever possible through deed restrictions and/or covenants with successors in title. All applications for site plan approvals and development permits shall be accompanied by a document detailing compliance with these conditions. If deed restrictions or covenants are utilized, such documents shall be approved by the Lee County Attorney's Office prior to recording. If no deed restrictions are approved and recorded, the prior alternative shall be utilized and the following features must be included.

These features are:

1. Provision of a bicycle/pedestrian system connecting all land uses, consistent with Lee County requirements.

2. Provision of bicycle racks or storage facilities in recreational, commercial and residential areas.
3. Cooperation in the locating of bus stops, shelters and other passenger and system accommodations for a transit system to serve the project area.
4. Use of energy-efficient features in window design (e.g., tinting and exterior shading).
5. Installation of energy-efficient appliances and equipment.
6. Use of water closets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch) as specified in the Water Conservation Act, Section 553.14, Florida Statutes, except where medical considerations suggest otherwise.
7. Selection of native plants, trees, and other vegetation and landscape design features that reduce requirements for water, fertilizer, maintenance and other needs.
8. Planting of native shade trees to provide reasonable shade for all recreation areas, streets and parking areas.
9. Placement of trees to provide needed shade in the warmer months while not overly reducing the benefits of sunlight in the winter.
10. Orientation of structures, as possible, to reduce solar heat gain by walls and to utilize the natural cooling effects of the wind.
11. Provision for structural shading (e.g., trellises, awnings, and roof overhangs) wherever practical when natural shading cannot be used effectively.
12. Inclusion of porch/patio areas in residential units.
13. Consideration by the project architectural review committee(s) of energy conservation measures (both those noted here and others) to assist builders and residents in their efforts to achieve greater energy efficiency in the development.

C. FLOODPLAIN/HURRICANE EVACUATION

1. The applicant ~~shall~~ developer must appoint a disaster coordinator experienced in emergency planning and operations to coordinate plan preparation ~~for the entire project~~. The applicant ~~shall~~ developer must also provide notice to prospective facility owners or renters that an emergency plan will be developed, consistent with applicable state and local requirements, and

annually maintained for their specific facility. Plan development and maintenance will be coordinated with the project's disaster coordinator.

2. The applicant ~~shall~~ developer must prepare to the satisfaction of the Director of the Lee County Division of Emergency Management, and prior to receiving a certificate of occupancy, an emergency preparedness plan covering the following aspects:

- (a.) Duties and responsibilities
- (b.) Plan coordination and activation
- (c.) Warning and notification
- (d.) Evacuation of population off-site
- (e.) In-place sheltering
- (f.) Off-site sheltering
- (g.) Transportation
- (h.) Support Services for in-place and off-site shelter
- (i.) Security for property and psychiatric patients sheltered off-site
- (j.) Training
- (k.) Communications
- (l.) Continuity of Patient Care on-site and off-site
- (m.) Damage Assessment
- (n.) Recovery

The plan shall be approved annually by the Lee County Department of Public Safety, and shall be coordinated with the existing plan for Lee Memorial Hospital.

3. In order to ~~insure~~ ensure that any structure on the HealthPark site ~~which that~~ is planned for storm shelter purposes will be able to withstand a hurricane event, the applicant ~~shall~~ developer must provide, prior to issuance of building permits, documentation to the Director of the Lee County Division of Emergency Management that such ~~those~~ structures ~~shall~~ will be constructed to withstand wind loads of not less than 140 miles per hour utilizing the methodology described in the Jenkins & Charland, Incorporated report dated April 30, 1987.

4. The applicant ~~shall have~~ developer must implement a current, on-going, annually-updated program to educate residents, patients and staff in the matters of hurricane threat, hurricane planning, evacuation and sheltering.

5. The portions of the project to be used as refuge ~~shall~~ must have a minimum elevation of 17 feet NGVD. The building(s) used for refuge ~~shall~~ must be designed and constructed to withstand winds of 140 miles per hour utilizing the methodology described in the Jenkins & Charland, Incorporated report dated April 30, 1987, and be so certified by a licensed engineer. The building(s) ~~shall~~ must also be constructed with as little exposed glass as possible and ~~shall~~ must contain emergency power, food, potable water, sanitation facilities, adequate ventilation, medical supplies and communications equipment in sufficient quantities to sustain the refuge for seven days.

The communications equipment needs and frequencies ~~shall~~ will be determined by the Lee County Division of Emergency Management. All emergency support facilities, water, power, sanitation, etc. ~~shall~~ must be located at a minimum of 17 feet above mean sea level.

6. At The developer must construct at least one road connecting the central core of the project with Summerlin Road ~~shall be constructed, as a minimum,~~ at the same elevation as Summerlin Road.

7. All first floor building heights must be elevated at least one foot in excess of the 100-year flood level (8 feet NGVD) as provided by the National Flood Insurance Program.

8. The developer must pay a fee-in-lieu of construction for hurricane shelter demand impacts in the amount of either: (1) \$51,554.64, if paid in one lump sum prior to or concurrent with the first building permit for a multi-family, independent living, or hotel/motel unit; or (2) \$46.30 per unit at the time each building permit is obtained for any multi-family, independent living, or hotel/motel unit. If additional county-wide administrative or other fees for hurricane sheltering are adopted in the future by the Board of County Commissioners of Lee County, those other fees will be applied prospectively to the remaining unbuilt units and paid at the time of building permit.

D. TRANSPORTATION

1. Development Phasing/Buildout

The traffic impact assessment upon which this Development Order for HealthPark Florida DRI is based assumes expected buildout in 2002 completion of Phase I on December 31, 2004, and buildout of the development on December 31, 2008. The traffic impact assessment included the expected impacts of the proposed land uses and phasing schedule shown in Exhibit "A." The Developer may, without further DRI review, convert land uses in accordance with the Land Use Conversion Table attached as Exhibit "C," provided: (a) the conversion does not require an alteration to the Master Concept Plan for the DRI and (b) the Developer gives 30 days notice of all proposed conversions to Lee County, the Southwest Florida Regional Planning Council, and the Florida Department of Community Affairs. All conversions must be identified in the subsequent monitoring report for the project. This condition is not intended to circumvent the thresholds established in Chapter 380 for further DRI review.

2. Annual Monitoring Program

A a. An annual traffic monitoring program ~~to be performed by traffic engineers engaged by the developer~~ ~~shall~~ must be established to monitor the development's impact upon the areas's roadways. The monitoring program ~~shall~~ will be designed in cooperation with the Lee County Department of Transportation and Engineering. The annual monitoring report ~~shall~~ must contain traffic counts at the following locations: (Traffic counts may be obtained from original machine and manual peak hour counts, Lee County Traffic Volume Reports, Florida Department of

Transportation, other ADA developments with similar monitoring requirements and other generally acceptable sources.)

a. (1) Location	Development	
	Phase I	Phase II (Buildout)
(1) (a) All project access points onto Bass Road, Kelly Road and A&W Bulb Road	x	x
(2) (b) The intersections of:		
Summerlin Road/San Carlos Blvd.	x	x
Summerlin Road/Bass Road	x	x
Summerlin Road/Kelly Road	x	x
Summerlin Road/Winkler Road	x	x
Summerlin Road/Gladiolus Drive	x	x
Summerlin Road/Cypress Lake Drive	x	x
Gladiolus Drive/Winkler Road	x	x
Bass Road/Kelly Road	x	x

b. (2) The developer or his representative shall must submit the first monitoring report to the Lee County Engineer, the Southwest Florida Regional Planning Council and the Florida Department of Transportation one year after the issuance of the first certificate of occupancy for HealthPark Florida. Thereafter, R reports shall then will be submitted to the agencies listed above each year until buildout. The purpose of this program is to:

- (1)(a) determine whether or not the traffic levels projected in the ADA are exceeded by actual traffic;
- (2)(b) determine the Project's external trip generation; and
- (3)(c) assist Lee County in determining the proper timing of necessary roadway improvements.

c. (3) In lieu of the obligation to annually monitor the above intersections, the developer, with the approval of the Lee County Department of Transportation, may contribute to Lee County a one time sum of \$50,000. This contribution shall go will be applied towards expanding the Lee County inventory of permanent count stations by providing permanent count stations at the following intersections.

Summerlin Road/San Carlos Boulevard
 Summerlin Road/Gladiolus Drive
 Summerlin Road/Cypress Lake Drive

Summerlin Road/Winkler Road
Gladiolus Drive/Winkler Road

d.(4) ~~In the event that~~ The developer has ~~contributed~~ the funding for these permanent count locations identified above. Therefore, the developer shall will only be obligated to annually monitor the following:

(1)(a) the development's access points onto Bass Road, ~~Kelly Road and A & W Bulb Road~~ Park Royal Drive and Summerlin Road.

(2)(b) the intersections of:
Summerlin Road/Bass Road
Summerlin Road/~~Kelly Road~~ Park Royal Drive
Bass Road/~~Kelly Road~~ Park Royal Drive

(5) The traffic impact assessment required in II.D.9.b. may replace the annual traffic monitoring report if it includes the traffic counts and intersection analyses required in section II.D.2.

3. Site Related Intersection Improvements

The developer shall must, at no cost to Lee County, fund the full costs of the construction of all site related intersection improvements serving HealthPark Florida as deemed necessary by the Lee County Engineer at the Project's access points onto Bass Road, ~~Kelly Road and A & W Bulb Road~~ Park Royal Drive and Summerlin Road. As At a minimum, the developer shall must fund the following site related improvements:

- a. Bass Road /~~West Lee Memorial Parkway~~ South HealthPark Drive:
NB left and right turn lanes.
SB left and right turn lanes.
EB left turn lane and thru/right turn lanes.
WB left turn lane and thru/right turn lanes.
- b. Bass Road /~~East Lee Memorial Parkway~~ North HealthPark Circle:
NB left and right turn lanes.
SB left and right turn lanes.
EB left turn lane and thru/right turn lanes.
WB left turn lane and thru/right turn lanes.
- c. ~~A&W Bulb Road / South Loop Road (if applicable):~~
~~NB right turn lane.~~
~~SB left turn lane.~~
~~WB left and right turn lanes.~~
Bass Road /Park Royal Drive
WB left and thru lanes

- SB left turn lane
- d. ~~A&W Bulb Road / North Loop Road (if applicable):~~
 - ~~NB right turn lane:~~
 - ~~SB left turn lane:~~
 - ~~WB left and right turn lanes:~~
 - Summerlin Road/Park Royal Drive
 - EB left turn lane
 - WB right turn lane
 - SB left and thru lane
- c. ~~Kelly Road / East Lee Memorial Parkway (if applicable):~~
 - ~~WB left turn lane:~~
 - ~~EB right turn lane:~~
 - ~~NB left and right turn lanes:~~

The developer shall is not be eligible for credits against road impact fees for construction or dedication of right-of-way associated with the improvements that are site related as defined by the Roads Impact Fee Ordinance Chapter Two of the Land Development Code.

4. Site Related Roadway Improvements

a. The developer shall must construct, at no cost to Lee County, all internal roadways within HealthPark Florida including:

- a.(1) West Lee Memorial Parkway South HealthPark Drive.
- b.(2) East Lee Memorial Parkway North HealthPark Circle.
- c.(3) ~~North and south loop road connection of West Lee Memorial parkway to A&W Bulb Road (if applicable).~~
Park Royal Drive.

Bb. These roads shall will remain private roads, maintained privately, unless subsequently dedicated to and accepted by Lee County.

Ec. The developer shall ~~not be~~ is not eligible for credits against road impact fees for construction or dedication of right-of-way associated with the improvements that are site related as defined by the Roads Impact Fee Ordinance Chapter Two of the Land Development Code.

5. Right-of-Way Dedication

- a. The developer must dedicate the following right of way within or contiguous to HealthPark Florida:

Sufficient right-of-way along the east and west property lines of Bass Road to provide a total of 150 feet of right of way.

- b. This right-of-way must be dedicated to Lee County as follows:

- (1) Bass Road, 150 feet of right-of-way from Summerlin Road to the northern intersection of West Lee Memorial Parkway with Bass Road at the time of the issuance of the first building permit for HealthPark.
- (2) Bass Road, 150 feet of right-of-way from the northern intersection of West Lee Memorial Parkway with Bass Road to the north property line, at the time of the issuance of the first building permits for future health care parcel A.

- c. Credits against road impact fees for right-of-way dedication, if any, must be in accordance with the provisions of the Lee County Roads Impact Fee Ordinance Chapter Two of the Land Development Code.

6. Road Impact Fees / Proportionate Share

- a. The developer ~~shall~~ must pay to the Lee County the road impact fees in effect at the time building permits are issued for HealthPark Florida. These impact fee payments ~~shall~~ will represent proportionate share payments for the following roadway and associated intersection improvements:
- (1) The addition of two lanes on U.S. 41 from the existing six lane section south of Daniels Road to Sanibel Boulevard.
 - (2) The addition of four lanes on McGregor Boulevard from Cypress Lake Drive to A&W Bulb Road.
 - (3) The addition of four lanes on San Carlos Boulevard from Siesta Drive to Indian Parkway.
 - (4) The addition of two lanes on Gladiolus Drive from A&W Bulb Road to Summerlin Road.
 - (5) The addition of four lanes on Gladiolus Drive from Summerlin Road to the existing four lane section west of U.S. 41 and two lanes from the existing four lane section to U.S. 41.

- (6) The addition of two lanes on Summerlin Road from San Carlos Boulevard to College Parkway.
- (7) The addition of two lanes on Winkler Road from Gladiolus Drive to Cypress Lake Drive.
- (8) The reconstruction of Bass Road and addition of two lanes to Bass Road from Summerlin Road to Gladiolus Drive.
- (9) The four lane extension of Bass Road from Gladiolus Drive to Cypress Lake Drive.
- (10) The four lane extension of Bass Road from Gladiolus Drive to Cypress Lake Drive.
- (11) The two lane extension of Kelly Road from Bass Road to Pine Ridge Road.
- (12) Intersection improvements at the following locations:
 - (a) Summerlin Road/San Carlos Boulevard
 - (b) Summerlin Road/Bass Road
 - (c) Summerlin Road/Kelly Road
 - (d) Summerlin Road/Gladiolus Drive
 - (e) Summerlin Road/Cypress Lake Drive
 - (f) Gladiolus Drive/Winkler Road
 - (g) Gladiolus Drive/Bass Road
 - (h) Gladiolus Drive/A&W Bulb Road
 - (i) A&W Bulb Road/McGregor Boulevard
 - (j) Summerlin Road/Winkler Road
 - (k) Bass Road/Kelly Road

b. Should If the Land Development Code provisions governing roads impact fees be are repealed, reduced or made unenforceable by court action, the traffic impacts of HealthPark Florida shall be immediately reanalyzed to determine appropriate alternative mitigation and the Development Order amended as appropriate to include such mitigation prior to the issuance of subsequent building permits developer of the project will continue to pay, per individual building permit, an amount equivalent to roads impact fees in effect prior to such repeal, reduction or court action.

7. Construction in Lieu of Impact Fees

- a. In lieu of payment of all or portions of road impact fees, the developer with the prior approval of Lee County may construct, or participate in the construction of, portions of, or all of, one or more of the following roadway improvements:
- (1) widening of Gladiolus Drive to four lanes from the existing four lane section west of U.S. 41 to Summerlin Road.
 - (2) widening of Gladiolus Drive to four lanes from Summerlin Road to Bass Road.
 - (3) improvements to the existing two lanes and the widening of Bass Road to four lanes from Summerlin Road to Gladiolus Drive.
 - (4) extension of Kelly Road as four lanes from Summerlin Road to Bass Road.
 - (5) intersection improvements at Summerlin Road/Bass Road, Summerlin Road/Kelly Road, Bass Road/Gladiolus Drive, Summerlin Road/San Carlos Boulevard, and Summerlin Road/Gladiolus Drive.
- b. Construction in lieu of roads impact fees must be in accordance with the provisions of the roads impact fee ordinance regulations in effect at the time of construction and must be acceptable to Lee County and, if applicable, the Florida Department of Transportation.
- c. The developer's desire and ability to construct or participate in the construction of portions of, or all of, one or more of the above improvements is intended to:
- (1) substitute for impact fee payments,
 - (2) ~~insure~~ ensure that roadway construction occurs in a timely fashion to serve this development.
- d. If undertaken by the developer, the developer ~~shall have~~ will have no obligation for right of way acquisition, reconstruction of the existing roadway to County standards, unusual and unexpected utility relocation and the like.
- e. If the dollar value of such improvements (actual construction or dollar payments) during Phase I exceed roads impact fees, that excess value ~~shall~~ will be carried over to the next phase of development. In the event that the

total dollar value of such improvements during buildout of HealthPark exceeds road impact fees, HealthPark shall will be eligible to recapture that excess value through a rebateable agreement which that would include, but not be limited to reimbursement from other area developments and County Road Impact Fee revenues.

8- Level of Service/Significant Impact

~~_____~~ In the event that:

- ~~_____~~ a. ~~Level of Service "C" on an annual average daily basis (or the County adopted level of service policy in effect at the time of the annual report) be is exceeded for any regional road segment and/or or intersection identified above and which operates, at the effective date of this development order, at Level of Service "C" (or the County adopted level of service policy in effect at the time) or better; or~~
- ~~_____~~ b. ~~the existing volume to capacity ratios for those regional road segments and/or or intersections identified above and which operate, at the effective date of this development order, at worse than Level of Service "C" (or the County adopted level of service policy in effect at the time) be exceeded; and~~
- ~~_____~~ (1) ~~the required road and/or and intersection improvements necessary to bring the identified roadway back to Level of Service "C" (or the County adopted level of service policy in effect at the time of the annual report) or necessary to maintain and/or or improve the existing volume to capacity ratios are not funded and programmed for construction during the next five years (or if such roadway and/or or intersection improvement funded and programmed for construction during that five year period be deleted from the program, postponed beyond the five year period or not constructed within the five year period); and~~
- ~~_____~~ (2) ~~HealthPark Florida traffic is utilizing 5% or more, but less than 10% of the Level of Service "C" service volume on an annual average daily basis (or the County adopted level of service policy in effect at the time of the annual report) on the impacted regional road segment or intersection; THEN the Developer shall within ninety (90) days must file a petition in accordance with Florida Statute 380.06 within ninety (90) days for determination of whether a substantial deviation has occurred.~~

c. ~~If HealthPark Florida is utilizing 10% or more of the Level of Service "C" service volume on an annual average daily basis (or the adopted County level of service policy in effect at the time) of the impacted regional road segment or intersection, and:~~

~~(1) The actual level of service on the said roadway, which at the effective date of this development order operates at level of Service "C" or better, falls below Level of Service "C" on an annual average daily basis (or the County adopted Level of Service policy in effect at the time of the annual report); or~~

~~(2) The actual volume to capacity ratio on the said roadway which at the effective date of this development order operates at worse than Level of Service "C," is worse than that existing at the effective date of this development order; then a substantial deviation shall be deemed to have occurred and this development shall be subject to any moratorium imposed on all developments impacting that same road.~~

~~d. HealthPark Florida may continue development during substantial deviation DRI review if the Developer enters into an agreement with the Department of Community Affairs, the Southwest Florida Regional Planning Council, and Lee County specifying the scope of development allowed during the review period. This paragraph shall not be construed to guarantee to HealthPark Florida the right to continue development during the substantial deviation DRI review.~~

8. Concurrency

The project is subject to the Lee County Concurrency Management System for all development.

9. Traffic Reassessment.

- a. Due to the uncertain status of several area roadway improvements including the extension of Bass Road from Gladiolus Drive to Cypress Lake Drive, A & W Bulb Road from Summerlin Road to Gladiolus Drive, and Kelly Road from Summerlin Road to Pine Ridge Road, and changes to the development mix, the Developer is was required to submit for review and approval a traffic reassessment prior to December 31, 2000. ~~If the developer submits a Notice of Proposed Change further revising the land use parameters or extending buildout of the project prior to December 31, 2000, the traffic reassessment must be submitted as part of the Notice~~ This traffic reassessment was

submitted and addressed the traffic impacts and mitigation of the HealthPark Phase I (Stage I) level of development. The reassessment demonstrated that it is appropriate to mitigate the project's traffic impacts through the payment of roads impact fees.

- b. Prior to initiating Phase II (Stage II) level of development, the Developer is required to submit for review a traffic reassessment of Phase II (Stage II) development. The traffic reassessment, shall must be submitted to the Department of Community Affairs, Southwest Florida Regional Planning Council and Lee County and will be an equivalent to an update of the developer's ADA assessment of Question 31 in the DRI Questionnaire, using current and up-to-date methodologies. The methodology should be discussed and agreed upon by the developer and review agencies prior to submittal of the reassessment. The traffic reassessment will document commitments in approved planning programs to fund future roadway improvements resulting from existing traffic, area developments and HealthPark Florida during the next phase of development, the HealthPark's and other area developments' contributions toward roadway improvements during the previous phase of development, and the HealthPark's obligations, ~~if any~~, to mitigate additional traffic impacts through the next phase of development, ~~if any~~. Development of land uses in Phases I and II (Exhibit "A") may continue in accordance with this Development Order, ~~as amended~~, pending review of this traffic assessment.

10. Municipal Services Benefit Unit

- A.a. ~~Nothing contained in this This Development Order shall be construed to~~ does not exempt this development from participation in the funding, through Municipal Services Benefit Units (MSBU's) or other special assessment districts, of improvements to various State and County arterial and collector roads to the degree to which this development generates demand or is benefitted. If, at that time, this funding is creditable against impact fees, then the appropriate credits will be taken.

E. VEGETATION AND WILDLIFE/WETLANDS

1. All commitments appearing in the A.D.A. and sufficiency responses pertaining to vegetation and wildlife are incorporated as conditions of approval herein.
2. To mitigate the encroachment of wetlands, the developer shall must create the same vegetation community type elsewhere on site, in accordance with the Master Concept Plan, and such other mitigation requirements as may be imposed as a result of wetland modification east of Bass Road. The areas to be used for the creation of wetlands shall must be appropriately scraped,

contoured and sufficiently planted with the same type wetland vegetation as that found within the wetland areas encroached upon. Prior to the issuance of a Final Development Order for the site related improvements to Phase I (hereinafter referred to as FDO), the exact extent of encroachment shall must be field verified by county staff and the developer, and a A specific wetland creation plan and a timetable shall must be provided, both subject to approval by the Department of Community Development.

3. Prior to the issuance of a FDO for Phase I (site-related improvements), the developer must provide a detailed water management lake littoral zone creation plan shall be provided for each segment to be permitted; The plan will be subject to approval by the Department of Community Development.

4. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I (site-related improvements), the developer shall must restore the natural connection of the wetland preservation area located at the southwestern property corner to Cow Slough by removing the existing north/south ditch and dike and by restoring the natural contour elevations of the area located along the western property boundary adjacent to this wetland preservation area.

5. All The developer must remove all exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) shall be removed from each project segment prior to the completion of that segment.

6. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I, the developer shall must remove the exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) located off-site on County owned property within Cow Slough adjacent to the wetland preservation area located at the southwestern property corner. The extent of exotic vegetation removal shall will be that area the amount necessary to aid in the reestablishment of the natural connection of this the wetland to Cow Slough and shall will be mutually agreed upon by county staff and the developer.

7. Prior to the issuance of a Final Order pursuant to the FDO for Phase I (site-related improvements), a the developer must submit a proposed maintenance program shall be provided to control the reinvansion of exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) in the wetland preservation areas and the created wetland areas on the HealthPark Florida site. This program shall must be in effect for a minimum of three (3) years and shall must be approved by the Department of Community Development.

8. Prior to the issuance of a FDO for Phase I, the developer shall must provide a specific plan for monitoring the freshwater wetland area located east of Bass Road. This plan shall must include at a minimum the methodology for monitoring the wetland with respect to hydrology, vegetation and wildlife habitat and shall will be subject to approval by the Department of Community Development.

9. The applicant ~~shall~~ developer must monitor the existing stormwater discharge that flows into the Hendry Creek Watershed to determine the appropriate future discharge route. All further future coordination ~~shall~~ must be with the SFWMD, FDER and Lee County.

10. Prior to the issuance of a Lee County Development Standards Ordinance pursuant to the an FDO for each parcel, the developer must submit a wetlands plan for that parcel ~~shall be submitted~~ to Lee County, SFWMD and SWFRPC showing all areas to be preserved within that parcel, all wetland areas to be created within that parcel and the total number of acres of each.

11. The applicant ~~shall~~ developer must coordinate with appropriate agencies for the relocation of any threatened or endangered species found on the site or outline a program to insure their continued well being.

12. In order to address the recommendation contained in the staff report of the Regional Planning Council, the master concept plan has been redrawn to indicate the relocation of A&W Bulb Road extension to the east of the wetland area.

F. WATER/WASTEWATER

1. The applicant developer will design the buildings and facilities in light of modern water conserving principles. If irrigation from the site must be pumped, studies will be done to utilize the lowest acceptable water quality aquifers.

2. All efforts will be made to utilize public sewage treatment in the area, if available. If not available, on-site sewage treatment facilities will be flood proofed.

3. If a wastewater treatment facility is provided on site, it ~~shall~~ may be temporary only, ~~and should~~ If the temporary plant is still be in use after 5 years from the date of approval of the final development order, the applicant shall developer will be subject to review in order to make alternative wastewater treatment services. The Director of the Lee County Department of Community Development may provide for an extension of time for the continuation of the use of the temporary plant, if deemed necessary.

4. The applicant ~~shall~~ developer will continue to explore the potential of receiving treated spray effluent from Lee County Utilities, in order to meet on-site nonpotable demands.

5. If spray irrigation proves infeasible for the HealthPark site, then the applicant ~~shall~~ developer must conduct a hydrologic study under the guidance of the SFWMD and Lee County to determine the feasibility of utilizing ground water or surface water for satisfying nonpotable demands.

6. Any wastewater containing hazardous waste will be segregated from everyday wastewater or receive proper on-site pretreatment.

7. The applicant shall developer must incorporate the use of water conserving devices, as required by State Law (Section 533.14, Florida Statutes).

8. The applicant shall developer must conduct a phased monitoring program to determine if on-site surface water and groundwater parameters are improving, as a result of plugging on-site abandoned irrigation wells. This monitoring program should be coordinated with the SFWMD.

G. SOLIDWASTE

1. If any method of hazardous waste disposal is utilized other than on-site incineration, then the applicant shall developer must coordinate with Lee County and FDER for the provision of temporary storage/transfer of special and hazardous wastes that are generated by the development.

2. The applicant developer and subsequent occupants of the project shall implement methods of reducing solid waste volume from the project.

3. The applicant shall developer must identify to local EMS, Fire and Police officials the on-site storage locations and handling and disposal areas of all toxic, hazardous and radioactive materials.

4. All toxic, hazardous and radioactive materials shall must be stored above the category III SLOSH hurricane flood elevation.

H. GENERAL DEVELOPMENT CONDITIONS

1. The Master Concept Plan (Map H) prepared by Johnson Engineering dated August, 1997 December 2000 is incorporated into and made a part of this DRI Development Order. The permitted uses and conditions are as shown on the Master Concept Plan corresponding zoning resolution and the conditions contained within in this Development Order.

2. ~~While Although the land uses in both Phases I and II have been approved, the applicant developer cannot proceed to seek Lee County development order approvals under the DSO for the areas east of Bass Road, except for the medical education facility, until such time as the extent of permitted alteration of the wetland area identified on the concept plan and the alignment of Kelly Road can be determined. The applicant shall submit any additional information to Lee County concerning transportation, wetland protection and hurricane evacuation as deemed necessary by the Director of the Lee County Department of Community Development, as a result of added issues or impacts not addressed in the ADA arising from modification of the site plan to accommodate the wetland and Kelly Road alignment determinations. The information and changes;~~

if any, will be reviewed to determine whether such changes cumulatively constitute a substantial deviation pursuant to subsection (19) of §380.06 F.S. Unless a substantial deviation is established, the site plan may be modified with the approval of the director of the Lee County Department of Community Development to accommodate the wetland and Kelly Road alignment determinations: for Phase II land uses until the developer timely submits the traffic reassessment required by Section II.D.9 above.

3. The existing agricultural uses may continue or be discontinued and recontinued from time to time until the certificate of occupancy for the acute care hospital is obtained.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER AND ADMINISTRATIVE REQUIREMENTS

BE IT FURTHER RESOLVED by the Board of County Commissioners of Lee County, Florida, that:

A. Resolution. This resolution shall constitute the Development Order of this Board issued in response to the Development of Regional Impact Application for Development Approval filed for HealthPark Florida.

B. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the developer in the Application for Development Approval and supplementary documents and not in conflict with conditions or stipulations specifically enumerated above are hereby adopted to this Development Order by reference; provided, however, that the date of completion of Phase I is hereby extended to ~~June 7, 1997~~ December 31, 2004, and the date of buildout for the project is extended to ~~June 7, 2002~~ December 31, 2008.

C. Binding Effect. This Development Order shall be ~~is~~ binding upon the applicants and their heirs, assignees or successors in interest. Those portions of this Development Order which clearly apply only to the project developer, including but not limited to the initial construction of capital facilities, shall may not be construed to be binding upon future residents. It shall will be binding upon any builder/developer who acquires any a tract of land within HealthPark Florida.

D. Reliance. The terms and conditions set out in this document constitute a basis upon which the developer and County may rely in future actions necessary to implement fully the final development contemplated by this Development Order.

E. Enforcement. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney's fees, shall must be paid by the defaulting party.

F. Successor Agencies. ~~Any reference herein~~ References to any governmental agency shall will be construed to mean any future instrumentality which may be created and designated as successor

in interest to, or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order.

G. Severability. ~~In the event that~~ If any portion or section of this Development Order is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions ~~shall in no manner will not~~ affect the remaining portions or sections of the Development Order, which shall will remain in full force and effect.

H. Applicability of Regulations. The approval granted by this Development Order is limited. ~~Such The approval shall not be construed to~~ does not obviate the duty of the applicant developer to comply with all applicable local or state review and permitting procedures, except where otherwise specifically provided. ~~Such The approval shall also~~ does not obviate the duty of the applicant developer to comply with any County Ordinance or other regulations adopted after the effective date of this Development Order.

I. Further Review. Subsequent requests for local development permits shall will require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

1. A substantial deviation from the terms or conditions of this development order, or other changes to the approved development plans which create a reasonable likelihood of adverse regional impacts or the regional impacts which were not evaluated in the review by the Southwest Florida Regional Planning Council; or
2. An expiration of the period of effectiveness of this development order as provided herein.

Upon a finding that either of the above is present, the Board shall will order a termination of all development activity until ~~such time as~~ a new DRI Application for Development Approval has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes, and all local approvals have been obtained.

J. Commencement of Physical Development, Buildout, and Termination Date. The deadline for commencing physical development under this Development Order shall be five (5) years from the date of adoption of the Order, provided that all conditions are met in a timely manner and further provided that this effective period may be extended by this Board upon a finding of excusable delay in any proposed development activity and that conditions have not changed sufficiently to warrant further consideration of the development. ~~In the event~~ If the developer fails to commence significant physical development of that property identified in this development order within five (5) years from the date of rendition of this Development Order, development approval shall will terminate and the development shall will be subject to further consideration. Significant physical development shall include obtaining a Certificate of Completion on some substantial portion of the project (e.g., water management system or a major road system). This Development Order shall will otherwise

terminate in twenty (20) years from its approval date, unless an extension is approved. An extension may be granted by the Board of County Commissioners if the project has been developing substantially in conformance with the original plans and approval conditions, and if no substantial adverse impacts not known to the Southwest Florida Regional Planning Council or to Lee County at the time of their review and approval, or arising due to the extension, have been identified. However, an extension of the date of buildout of a development by five (5) or more years shall will be presumed to create a substantial deviation subject to further development-of-regional-impact review. The presumption may be rebutted by substantial, competent evidence at the public hearing held by Lee County. For the purpose of calculating when a buildout date has been exceeded, the time shall will be tolled during the pendency of administrative and judicial proceedings relating to development permits.

K. Protection of Development Rights. The development will not be subject to down-zoning, unit density reduction, or intensity reduction, until ~~June 7, 2002~~ December 31, 2008, unless the County demonstrates that substantial changes have occurred in the conditions underlying the approval of this Development Order including, but not limited to, such factors as a finding that the development order was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety and welfare.

L. Assurance of Compliance. The Administrative Director of the Lee County Department of Community Development or his/her designee shall will be the local official responsible for assuring compliance with this Development Order.

M. Annual Reports. The applicants developer, or their his successor(s) in title to the undeveloped portion of the subject property, shall must submit a an annual report annually to the Lee County Board of County Commissioners, the Southwest Florida Regional Planning Council, the State Land Planning Agency, and all affected permit agencies. This report shall must describe the state of development and compliance as of the date of submission; and shall further be consistent with the rules of the State Land Planning Agency. The annual report shall must contain information as specified in Exhibit "B." The first monitoring report shall must be submitted to the Administrative Director of the Department of Community Development not later than August 1, 1988, and further reporting shall must be submitted not later than August 1st of subsequent calendar years. Failure to comply with this reporting procedure is governed by Section 380.06, Florida Statutes, and the applicant ~~shall so~~ developer must inform any successors in title to any undeveloped portion of the real property covered by this Development Order.

The developer must also submit a Transportation Annual Report in accordance with the provisions set forth in Section II.D. of this development order.

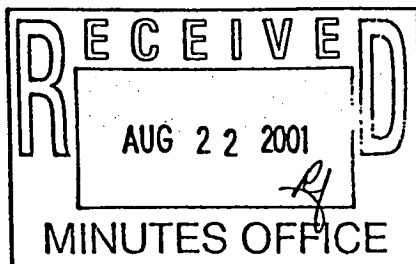
N. Transmittal and Effective Dates. Certified copies of this Development Order will be forwarded to the Southwest Florida Regional Planning Council, the developer and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, but ~~shall not be is~~

not effective until the expiration of the statutory appeals period (45 days from rendition) or until the completion of any appellate proceedings, whichever time is greater. Upon this Development Order becoming effective, the developer must record a notice of its adoption shall be recorded in the Office of the Clerk of the Circuit Court by the developer, as provided in Chapter 380, Florida Statutes.

THE MOTION TO ADOPT the above resolution was offered by Commissioner Judah and seconded by Commissioner Janes, and, upon poll of the members present, the vote was as follows:

Commissioner Janes	Aye
Commissioner St. Cerny	Aye
Commissioner Judah	Aye
Commissioner Coy	Absent
Commissioner Albion	Aye

DULY PASSED AND ADOPTED this 20th day of August 2001.



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By

Chairman

ATTEST:

Charlie Green, Clerk

By

Deputy Clerk

APPROVED AS TO FORM

By

Donna Marie Collins
County Attorney's Office

Exhibits:

- A. Land Use and Phasing Table
- B. Annual Monitoring Report Guidelines
- C. Land Use Conversion Table
- D. Map H.: Master Concept Plan

EXHIBIT A
HEALTH PARK FLORIDA DRI
(Revised 1/23/98 December 2000)

LAND USE	PHASE I	PHASE II	TOTAL
<u>Residential</u> Independent Living Assisted Living & Skilled Nursing Res. Multi-Family Lodging-motel ¹	448 <u>363</u> du 468 <u>407</u> beds -0- <u>468</u> du 6 <u>252</u> rooms ¹	442 <u>-0-</u> du 98 <u>-0-</u> beds 540 <u>500</u> du 426 <u>-0-</u> rooms	530 <u>363</u> du 566 <u>407</u> beds 540 <u>968</u> du 432 <u>252</u> rooms
<u>Institutional/Office</u> Acute Care Hospital	220 beds	220 beds	440 beds (554,603 sq. ft.)
Medical & General Office Medical Services Unit Specialized Hospitals & Health Care Facilities Medical Education	56,000 <u>340,000</u> sq. ft. 10,000 sq. ft. 36,000 <u>35,000</u> sq. ft. 16 beds -0- -0-	284,000 <u>362,000</u> sq. ft. -0- 64,000 <u>-0-</u> sq. ft. 104 <u>-0-</u> beds 200,000 sq. ft. 500 students 60,000 sq. ft. <u>-0-</u> 306,800 <u>-0-</u>	340,000 <u>702,000</u> sq. ft. ² 10,000 sq. ft. 100,000 <u>35,000</u> sq. ft. 420 <u>16</u> beds 200,000 sq. ft. 500 students 60,000 <u>75,000</u> sq. ft. 314,000 <u>17,200</u> sq. ft.
Wellness Center Future Health Care Functions Campus Support Facilities	-0- <u>75,000</u> sq. ft. 7,200 <u>17,200</u> sq. ft. -0-	27,000 sq. ft. 27,000 sq. ft.	27,000 sq. ft. 27,000 sq. ft.
<u>Commercial</u> Open Space, Lakes & Water Management	85,000 <u>100,000</u> sq. ft. 99.0 ac.	245,000 <u>75,000</u> sq. ft. 66.2 ac.	300,000 <u>175,000</u> sq. ft. 165.2 ac.

¹Includes rooms (existing and future) within the Ronald McDonald House.

²Includes ~~165,000~~ 340,000 sq. ft. of medical office and ~~175,000~~ 362,000 sq. ft. of general office.

EXHIBIT "B"

INFORMATION TO BE INCLUDED IN ANNUAL MONITORING REPORT

- a. Any changes in the plan of development, or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year;
- b. A summary comparison of development activity proposed and actually conducted for the year;
- c. Undeveloped tracts of land, other than individual single family lots, that have been sold to a separate entity or developer;
- d. Identification and intended use of lands purchased, leased, or optioned by the developer adjacent to the original DRI site since the development order was issued;
- e. An assessment of the developer's and the local government's compliance with the conditions of approval contained in the DRI development order and the commitments which are contained in the Application for Development Approval and which have been identified by the local government, the Regional Planning Council, or the Department of Community Affairs as being significant;
- f. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;
- g. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
- h. A list of significant local, state, and federal permits which have been obtained or which are pending by agency, including type of permit, permit number and purpose of each;
- i. A statement that all persons have been sent copies of the annual report in conformance with Subsection 380.06(14) and (16), Florida Statutes; and
- j. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Subsection 380.06(14)(d), Florida Statutes.

EXHIBIT "C"
HEALTHPARK FLORIDA
LAND USE CONVERSION

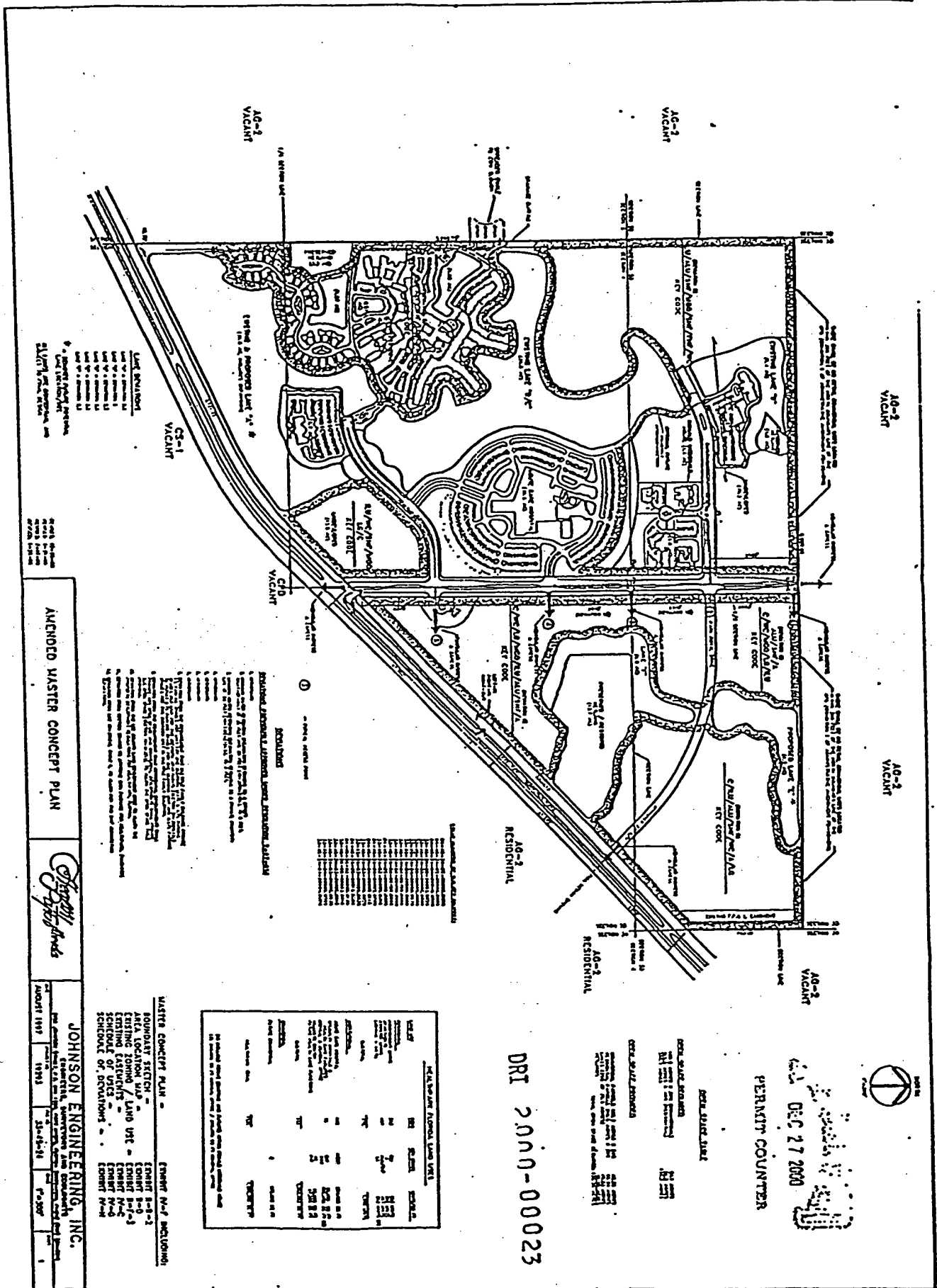
	To Use			
From Use	Medical Office	General Office	Residential Apts.	Specialty Hospital
Medical Office (1,000 sq. ft.)	N/A	3,000 sq. ft.	7.5 du	N/A
General Office (1,000 sq. ft.)	330 sq. ft.	N/A	2.4 du	N/A
Commercial (1,000 sq. ft.)	1,200 sq. ft.	3,400 sq. ft.	8.5 du	2.5 beds
Future Health Care (1,000 sq. ft.)	N/A	N/A	3.6 du	1.1 beds

This transfer of conversion may occur in accordance with Section II.D.1 provided that: 1) the external trips originally approved for the DRI remain the same (i.e., 3,204 peak hour trips and 34,393 daily trips); and 2) no additional impact will occur to other public facilities (such as sewer and water) and; 3) the conversion will not create a need for additional affordable housing. Further, no alteration to the Master Concept Plan may occur as a result of the conversion. In addition, the amount of square feet, beds and units to be converted to other uses or from other uses would be limited to no more than the following:

Land Use	Maximum Amount Converted From	Maximum Amount Converted To
Medical Office	60,000 sq. ft.	59,999 sq. ft.
General Office	60,000 sq. ft.	59,999 sq. ft.
Specialty Hospital	0 beds	59 beds
Residential Apts.	0 du	49 du
Commercial	50,000 sq. ft.	49,999 sq. ft.
Future Health Care	50,000 sq. ft.	49,999 sq. ft.

Thirty (30) days notice of any conversion must be provided to the County, The Regional Planning Council, and The Department of Community Affairs. In addition, the amount of conversion must be reported as part of the subsequent annual monitoring report.

EXHIBIT D



MANA

ADMINISTRATIVE AMENDMENT (PD) ADD2001-00158

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Hospital Board of Directors of Lee County d/b/a Lee Memorial Hospital filed an application for administrative approval to a Commercial Planned Development on a project known as HealthPark Florida CPD to increase the height to 124 feet in the Urban Land Use Category, with no more than eight (8) habitable floors on property located at 9981 South Healthpark Drive, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South, Range 24 East, Lee County, Florida:

Tract "B", HEALTHPARK FLORIDA WEST, as recorded in PLAT BOOK 47, PAGES 7 and 8, of the Public Records of Lee County, Florida, lying in Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East

WHEREAS, the property was originally rezoned in case number 87-3-10-DRI (with subsequent amendments in case numbers 87-3-10-DRI(a), 87-3-10-DRI(b), 87-3-10-DRI(c), 87-3-10-DRI(d), 96-02-220.13A, 96-02-220.04Z, DCI2000-00023, and DCI2000-00093; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject property is zoned commercial planned development, (CPD), Resolution Z-01-021; and

WHEREAS, the subject property is located within the Urban Community land use category of the Lee Plan; and

WHEREAS, on December 14, 2001, the Agency for Health Care Administration has issued a Certificate of Need Number 9501 to add 122 acute care beds to the existing 180 acute care beds at Lee Memorial HealthPark Medical Center; and

WHEREAS, the applicant indicated that the proposed expansion to accommodate the additional acute care beds will require additional vertical construction; and

WHEREAS, Section 34-935(f)(3)b., of the Lee County Land Development Code, states that buildings may be as tall as 95 feet above minimum flood elevation with no more than eight habitable floors within the Urban Community land use category; and

WHEREAS, the State DRI Development Order (DRI#5-8586-63), Section I.A., states that buildings in the proposed development will not exceed eight (8) habitable floors; and

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Commercial Planned Development on a project known as HealthPark Florida CPD is **APPROVED** to include the following deviation:

Deviation 13 from Section 34-935(f)(3)b., of the Lee County Land Development Code, which requires that buildings in the urban community lands use category may be as tall as 95 feet above minimum flood elevation with no more than eight (8) habitable stories; to allow buildings in the urban community lands use category may be as tall as 124 feet above minimum flood elevation with no more than eight (8) habitable stories.

Approval is subject to the following conditions:

1. The Development must be in compliance with the amended two page Master Concept Plan, dated August 1997, last revised 11-12-01, and stamped received by the zoning counter on January 15, 12002. Master Concept Plan for ADD2001-00158 is hereby APPROVED and adopted. A reduced copy is attached hereto.
2. The increase in building height to 124 feet, with no more than eight (8) habitable stories, will apply to only one tower and be located within the foot print of the existing HealthPark Medical Center. All other buildings and structures must be in compliance with Resolution Z-01--21 and amendments thereto.
3. Appurtenances necessary to mechanical or structural functions of the proposed 124 foot tower must not exceed 16 feet in height.
4. The terms and conditions of the original zoning resolutions and amendments thereto remain in full force and effect.
5. Deviation 13 will only apply to the project referred to as the HealthPark Medical Center, within the HealthPark Florida CPD, on Tract "B", HEALTHPARK FLORIDA WEST, as recorded in PLAT BOOK 47, PAGES 7 and 8, of the Public Records of Lee County, Florida.

DULY SIGNED this 24th day of January, A.D., 2002.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

WHEREAS, the State DRI Development Order (DRI#5-8586-63), Section I.A., states that buildings in the proposed development will not exceed eight (8) habitable floors; and

WHEREAS, the applicant is requesting a deviation (Deviation #13) to increase the height of a building, within the existing HealthPark Medical Center building footprint, to 124 feet above minimum flood elevation, with no more than eight (8) habitable floors; and

WHEREAS, only one tower, within the HealthPark Medical Center, will be increased to 124 feet; and

WHEREAS, appurtenances necessary to the mechanical or structural functions of the building may be placed on top of the proposed 124 foot tower for the HealthPark Medical Center; and

WHEREAS, the appurtenances, to the proposed 124 foot tower for the HealthPark Medical Center, must not exceed a height of 16 feet; and

WHEREAS, Condition #7, Resolution Z-01-021, requires buildings exceeding 35 feet in height must maintain additional building separation consistent with LDC section 34-2174(a); and

WHEREAS, HealthPark Medical Center's original design stressed vertical construction with centralized operating and specialty services surrounded by patient rooms; and

WHEREAS, restricting the height to 95 feet would force horizontal construction and increase distances to critical services; and

WHEREAS, horizontal construction would reduce the amount of open space available within the HealthPark Medical Center; and

WHEREAS, the original hospital design called for standard floor separations, which would have allowed an eight (8) story building to comply with the 95 foot height limitation within the Urban Community land use category; and

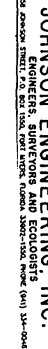
WHEREAS, types of existing and proposed intensive and specialized medical services performed at HealthPark Medical Center require that the floors within the proposed expansion have at least 16 foot separation to provide for specialized electrical/medical equipment; and

WHEREAS, the building was designed to support 10 stories; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

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Amendment to
Master Concept Plan
Subject to Case # ADD 2001-00/58
Date 1/24/02



HEALTHSPARK FLORIDA LAND USES				
LAND USE	FEET	SQ. FEET	LAND/20 FT.	
RESIDENTIAL				
APARTMENTS	243	1,441,800	1,441,800 SF	
CONDOMINIUMS	14	84,000	84,000 SF	
LOBBY - HOTEL	12	72,000	72,000 SF	
OFFICE				
RETAIL	775	4,650,000	4,650,000 SF	
RESTAURANT				
BAR/CLUB/ENTERT.	440	2,640,000	2,640,000 SF	
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ADD 2001-00158

MASTER CONCEPT PLAN -	EXHIBIT IV-A-1 INCLUDING:
EXISTING ZONING / LAND USE -	EXHIBIT III-A-2
EXISTING EASEMENTS -	EXHIBIT III-A-1
SCHEDULE OF USES -	EXHIBIT IV-I-1
SCHEDULE OF DEVIATIONS -	EXHIBIT IV-J-1

LEE COUNTY
ZONING DIVISION
DRI SUBMITTAL
TRANSMITTAL SHEET

TO: Distribution FROM: Chip Block DATE: July 1, 2003

Donna-Marie Collins-County Attourney
DS Reviewer - Don Blackburn
Bob Rentz - TIS
Paul O'Connor, Planning
Kim Trebatoski, Planning
Stephanie Keyes, Lee County School District
Andy Getch, LCDOT
Roland Ottolini, Natural Resources
Jerry Murphy, Zoning

PROJECT NAME: Healthpark Florida DRI

CASE DRI2003-00003

INFORMATION SUMMARY:

NEW SUBMITTAL

☐ To update your file	RESPONSE REQUIRED BY: <u>July 17, 2003</u>
☒ Review and forward sufficiency questions or make finding of sufficiency	

Additional Comments:

(DCI) Lee County LDC Section 34-373(d)(1).

Sufficiency and Completeness

No hearing will be scheduled for an application for a Planned Development until the application has been found sufficient. All applications for Planned Developments will be deemed sufficient unless a letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of submittal of the application. All amended applications will be deemed sufficient unless a subsequent letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of the date of the submittal. The contents of insufficiency letters will be limited to brief explanations of the manner in which insufficient applications do not comply with the formal requirements in Section 34-373.

cc: DRI File/ZONE File

Distributed by: Jessica M. Smith

Distributed: July 3, 2003

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JUL 01 2003

COMMUNITY DEVELOPMENT

**APPLICATION FOR PUBLIC HEARING
FOR
HEALTHPARK FLORIDA DRI**

JUNE 2003

Prepared for:

**LEE HEALTH VENTURES d/b/a/ HEALTHPARK FLORIDA
9800 S. HealthPark Drive, Suite 405
Fort Myers, Florida 33908**

Prepared by:

**JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS
2158 Johnson Street
Post Office Box 1550
Fort Myers, Florida 33902-1550**

DRI 2003-00003

TABLE OF CONTENTS
for
HEALTHPARK FLORIDA DRI

1. Application.
2. Letter of Authorization to Agents - Exhibit I-B.
3. List of Property Owners and Strap Numbers including HealthPark parcels printout and map – Exhibit I-B-3
4. Disclosure Form – Exhibit I-F.
5. Legal Description – Exhibit II-B-1.
6. Certified Sketch of HealthPark – Exhibit II-B-2.
7. Plats of HealthPark Florida - Exhibit II-B-3.
8. Description of proposed Development – Exhibit IV-D.
9. Deed Restrictions and Narrative – Exhibit I-G.
10. DRI and Zoning Approvals.

RECEIVED
JUL 01 2003

COMMUNITY DEVELOPMENT

LETTER OF TRANSMITTAL

Via: ☐ Regular Mail
☐ Federal Express
☒ Hand Delivery

To: Lee County Zoning
Jessica Smith/Chip Block

Date: July 22, 2003
Project No. 20033967
Project Name HealthPark Florida
DRI2003-00003

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
2		Set of mailing labels for surrounding property owners

These are transmitted as checked below:

☐ For approval	☐ Approved as submitted	☒ As requested
☐ For your information	☐ Approved as noted	☐ See remarks
☐ For review and comment	☐ Returned for corrections	

Remarks: As requested

DRI 2003-00003

Copy:

Signed:

Name:

Title:

Anthony Garn

Planning Technician



COURTESY NOTICE OF RECEIPT OF ZONING APPLICATION

Date: July 22, 2003

Case number: DRI2003-00003

Case name: Healthpark Florida DRI

Request: Notice of Proposed Change to the HealthPark Florida DRI to allow a 43 acre site in the northwest portion of the project to be developed as a residential project by moving 430 of the approved residential units from the east side of Bass Road to the subject property.

Location: The Subject property is located at 15881 & 16201 Bass Road, Fort Myers (On both sides of Bass Road lying north of Summerland Road intersection)

<u>PROPERTY OWNER'S REPRESENTATIVE:</u>	Patricia Newton 239-332-0046	Mr. Russell P. Schropp 239-334-4121

Lee County Planner: Mr. Alvin Chip Block
239-479-8371

The file may be reviewed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. at the Lee County Development Services Division, 1500 Monroe St., Fort Myers, FL 33901. Call 239-479-8585 for additional information.

This is a courtesy notice. A public hearing date has not yet been set.

JSS

04-46-24-00-00004.0010
PRESBYTERIAN CH WESTMINSTER
9065 LIGON CT

FORT MYERS FL 33908

04-46-24-00-00005.0000
PRESBYTERIAN CH WESTMINSTER

9065 LIGON CT

FORT MYERS FL 33908

04-46-24-00-00008.0000
HELMERICH FRANK W II TR

5845 RIVERSIDE LANE

FT MYERS FL 33919

04-46-24-00-00009.0000
FLORIDA POWER + LIGHT CO
ATTN:PROPERTY TAX DEPT-JLM
PO BOX 14000

JUNO BEACH FL 33408

04-46-24-01-00000.0020
KESSNER RONALD D + HEDWIG H

16472 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0040
WATTS TED ALLEN + MARGARET M

16456 RAINBOW MEADOWS CT

FT MYERS FL 33908

04-46-24-01-00000.0060
CRIST GREGORY P

P O BOX 6501

FORT MYERS FL 33911

04-46-24-01-00000.0080
YOUNGQUIST ROY G + JOAN

16426 RAINBOW MEADOWS CT

FT MYERS FL 33908

04-46-24-01-00000.0100
RODRIGUEZ MARIO EDWARD

2 LANGLEY LN

OLD WESTBURY NY 11568

04-46-24-07-00000.00A0
ATLANTIC STATES BANK

16700 BASS RD

FORT MYERS FL 33908

03-46-24-00-00001.0000
WEINER KENNETH A TR +

4291 FULTON CIR

FT MYERS FL 33905

04-46-24-00-00005.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

04-46-24-00-00008.0020
LEE COUNTY

P O BOX 398

FT MYERS FL 33902

04-46-24-01-00000.0010
LEVINE STEPHEN

16480 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0030
PIERCE CLIFFORD D + CONNIE S

16464 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0050
LANDRY BETTY L

16448 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0070
HIGHBAUGH DANIEL R

16434 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0090
DAWSON CAROL D + EDITH B

16418 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-07-00000.000A
SUMMERLIN PARK SUBD

OF SEC AS DESC IN PB 64 PGS 72-74

04-46-24-07-00000.00G0
SUMMERLIN PARK INVESTMENTS LTD

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-07-0000H.0000
SUMMERLIN PARK PROPERTY
997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-15-00000.00CE
VERANO PROFESSIONAL PARK

9730 COMMERCE CENTER CT

FORT MYERS FL 33908

04-46-24-15-00102.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

05-46-24-00-00002.0000
LEE COUNTY

P O BOX 398

FT MYERS FL 33902

09-46-24-05-00031.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

33-45-24-00-00006.0020
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
SUITE 100
FT MYERS FL 33919

33-45-24-00-00006.002B
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
STE 100
FT MYERS FL 33919

04-46-24-15-00000.000A
VERANO PROFESSIONAL PARK

9730 COMMERCE CENTER CT

FORT MYERS FL 33908

04-46-24-15-00102.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00102.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

09-46-24-05-00020.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

32-45-24-01-00000.0000
LEE HEALTH VENTURES INC

9800 SOUTH HEALTHPARK DR
SUITE 208
FORT MYERS FL 33908

33-45-24-00-00006.002A
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
STE 100
FT MYERS FL 33907

33-45-24-15-00000.000A
LAGUNA LAKES

33-45-24-15-00000.1510
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1530
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1550
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1570
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1590
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR
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3300 UNIVERSITY DR
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CORAL SPRINGS FL 33065

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CORAL SPRINGS FL 33065

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3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

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CORAL SPRINGS FL 33065

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TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3520
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-0000D.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000L.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-00000.0000
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3400
TRANSEASTERN LAGUNA LAKES LLC

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CORAL SPRINGS FL 33065

33-45-24-15-00000.3430
TRANSEASTERN LAGUNA LAKES LLC

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CORAL SPRINGS FL 33065

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CORAL SPRINGS FL 33065

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3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3490
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3510
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-0000C.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000E.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000M.0000
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

34-45-24-00-00002.0010
HERMES INVESTMENT COMPANY

% WILLIAM KEYES
P O DRAWER 790
FORT MYERS FL 33902