

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a Petition to Vacate a portion of the HealthPark Circle Road Right-of-Way and Public Utility Easement within HealthPark Florida, Fort Myers, Florida 33908, and adopt a resolution setting a Public Hearing for 5:00 PM on the 9th day of March, 2004. (Case No. VAC2003-00047)

WHY ACTION IS NECESSARY: To construct a private entry feature at the entrance to a proposed residential subdivision. **The proposed vacation will not alter traffic conditions nor impact existing utilities. Neither the right-of-way or utility easements are required to accommodate future traffic or utility requirements.**

WHAT ACTION ACCOMPLISHES: Sets the time and date of the Public Hearing.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 1

04

C4A

3. MEETING DATE:

02-17-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE F.S. Ch. 177
- ORDINANCE
- ADMIN. CODE 13-1
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Community Development
 - C. DIVISION Development Services
- BY: *[Signature]* 1-28-04

Peter J. Eckenrode, Director

7. BACKGROUND:

The completed petition to vacate, VAC2003-00047 was submitted by Johnson Engineering as the agent for Lee Health Ventures, Inc.

LOCATION: The most westerly 308.76 feet of Tract T (HealthPark Circle). A tract of land lying in Section 33, Township 45 South, Range 24 East, as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, of the Public Records of Lee County, Florida. The strap number is 33-45-24-04-00T00.0000

Documentation pertaining to this Petition to Vacate is available for viewing at the Office of Lee Cares.

There are no objections to this Petition to Vacate. The petitioner is providing a replacement utility easement. Staff recommends the scheduling of the Public Hearing.

Attached to this Blue sheet is the Petition to Vacate, Resolution to set Public Hearing, Notice of Public Hearing and 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 APM 2/5/04				G County Manager
					OA	OM	Risk	GC	
<i>Mary Gabis</i>	N/A	N/A	N/A	<i>John Prewitzer</i> 1-30-04	<i>[Signature]</i> 2/3/04	<i>[Signature]</i> 2/4/04	<i>[Signature]</i> 2/3/04	<i>[Signature]</i> 2/3/04	<i>[Signature]</i> 1/5 02/05/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/29/04*
Time: *1:00 PM*

Forwarded To:
Co. Adm
1/30/04 1PM

RECEIVED BY
COUNTY ADMIN: *[Signature]*
1/30/04
2:40 pm SKA
COUNTY ADMIN
FORWARDED TO: *[Signature]*
2/5/04
NOON

PETITION TO VACATE

Case Number: VAC 2003 - 00047

Petitioner(s), Lee Health Ventures, Inc.
requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) mailing address, 9800 Health Park Cir, Suite 208, Ft Myers, FL 33908
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".
3. A sketch showing the area the Petitioner desires to vacate is attached as Exhibit "B".
4. Proof Petitioner paid all applicable state and county taxes is attached as Exhibit "C".
5. Petitioner is fee simple title holder to the underlying land sought to be vacated.
6. Petitioner did provide notice to all affected property owners concerning the intent of this Petition in accordance with the LCAC 13-1.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, it is apparent if the Board grants the Petitioner's request, it will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Wherefore, Petitioner respectfully requests the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted,

Lee Health Ventures, Inc.

By: _____
Petitioner Signature

By: *Douglas A. Dodson*
Petitioner Signature

Printed Name

Douglas A. Dodson
Printed Name
President

EXHIBIT "A"
VAC2003-00047

April 4, 2003


DESCRIPTION

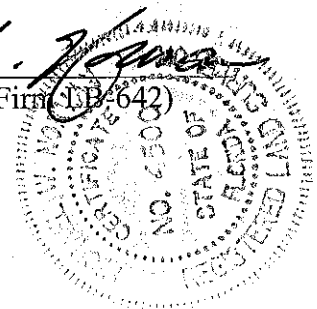
**PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning.
Parcel contains 30,875 square feet (0.71 acres), more or less.

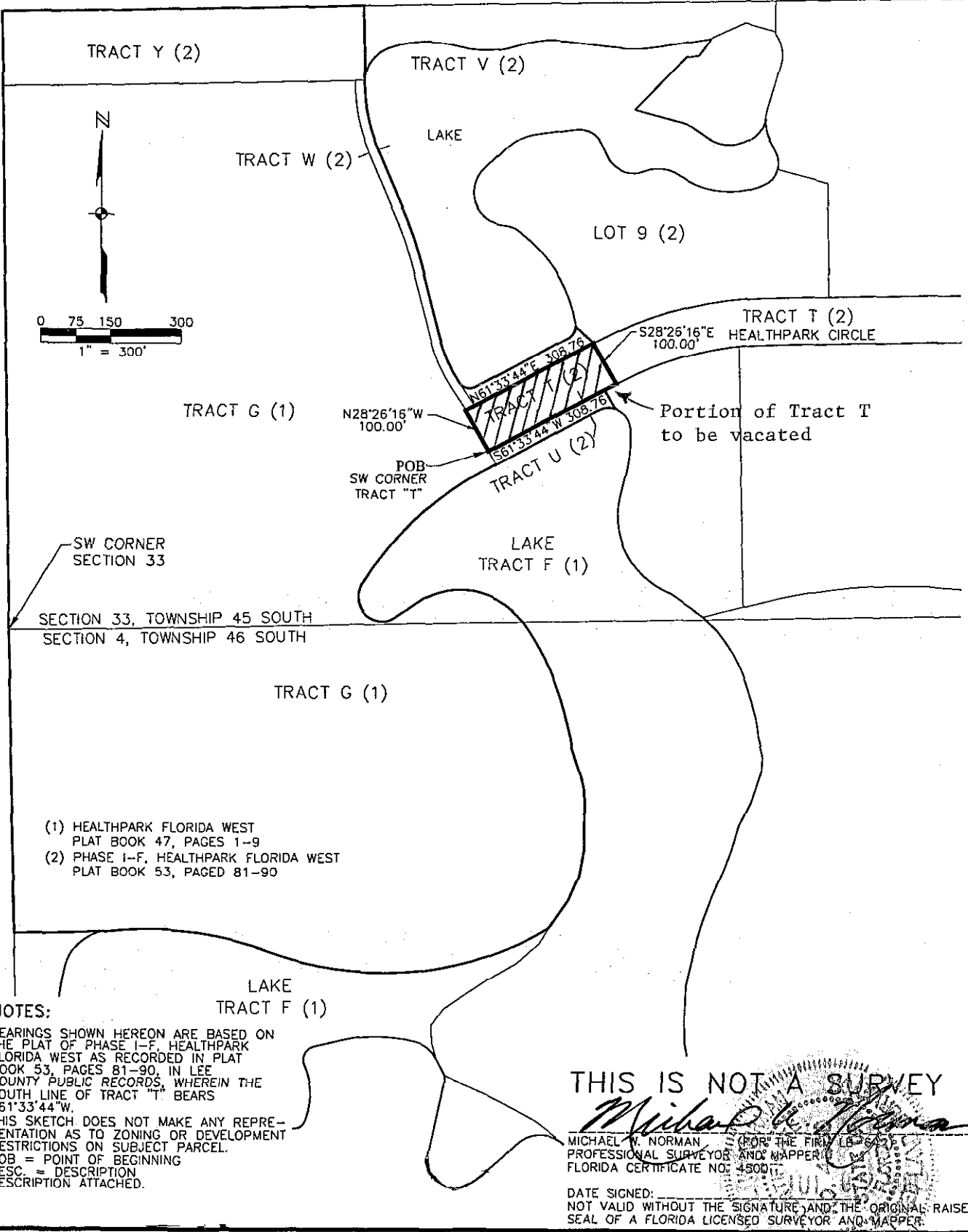
Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.


Michael W. Norman (for The Firm) 133-642
Professional Land Surveyor
Florida Certificate No. 4500



20033882/Description 040403

EXHIBIT "B"
VAC2003-00047



- (1) HEALTHPARK FLORIDA WEST
PLAT BOOK 47, PAGES 1-9
- (2) PHASE I-F, HEALTHPARK FLORIDA WEST
PLAT BOOK 53, PAGED 81-90

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT "T" BEARS S61°33'44"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF BEGINNING
4. DESC = DESCRIPTION
5. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE FIRM L.B.#642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO: 45007

DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033882\SKETCH.dwg (Sheet1) KLL Jul 02, 2003 - 4:00pm



2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/03/03	20033882	33-45-24	1" = 300'	1 OF 1

Exhibit "C"

Petition to Vacate

VAC2003-00047

[Page One of One]

Tax Roll Search - Real Property

Search the Lee County Tax Collector's real property records by selecting the search criteria for the tax year. Use the extensive search feature to view a broader range of data.

*The results to your tax search are based upon information provided to the Lee County Tax Collector by the Lee County Property Appraiser. **This website should not be relied upon for a title search.** Amounts due are subject to change without notice due to statutory compliance (i.e. tax deed application, county held tax certificates, errors & insolvencies (E&I), bankruptcy, litigation, etc.)*

View
 for Tax Year:

Save as File Extensive Search
 View file format.



Your search for 3345240400T000000 has returned 6 result(s).

Account	Tax Year	Owner Name/ Address	Status/ Outstanding Balance
33-45-24-04-00T00.0000	2003	LEE HEALTH VENTURES INC 0 RESERVED	PAID <input type="button" value="Details"/>
33-45-24-04-00T00.0000	2002	LEE HEALTH VENTURES INC 0 RESERVED	PAID <input type="button" value="Details"/>
33-45-24-04-00T00.0000	2001	LEE HEALTH VENTURES INC 0 RESERVED	PAID <input type="button" value="Details"/>
33-45-24-04-00T00.0000	2000	LEE HEALTH VENTURES INC 0 RESERVED	PAID <input type="button" value="Details"/>
33-45-24-04-00T00.0000	1999	LEE HEALTH VENTURES INC 0 RESERVED	PAID <input type="button" value="Details"/>
33-45-24-04-00T00.0000	1998	LEE HEALTH VENTURES INC	PAID <input type="button" value="Details"/>

(Click on the account number for more information and/or online payment.)
 6 match(es) Page 1 of 1

SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.

ATTORNEYS AT LAW

Firm Established 1924

MAIN OFFICE:
2121 WEST FIRST STREET
FORT MYERS, FLORIDA 33901
(239) 334-1141 PHONE
(239) 334-3965 FAX

PLEASE REPLY TO:
POST OFFICE DRAWER 400
FORT MYERS, FL 33902

www.sbshlaw.com

SOUTH LEE COUNTY OFFICE:
16521 SAN CARLOS BLVD. #104-D
FORT MYERS, FLORIDA 33908
(239) 489-1277 PHONE

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brett@sbshlaw.com
stewart@sbshlaw.com
hersch@sbshlaw.com
kinsey@sbshlaw.com
hill@sbshlaw.com

JOHN K. WOOLSLAIR (1908-1968)
W. A. SHEPPARD (1898-1971)

JAY ANDREW BRETT
JOHN F. STEWART +
CRAIG R. HERSCH**
D. HUGH KINSEY, JR.
MICHAEL B. HILL

OF COUNSEL
JOHN W. SHEPPARD *

* BOARD CERTIFIED: WILLS, TRUSTS & ESTATES
* CERTIFIED PUBLIC ACCOUNTANT (FL)
+ ALSO ADMITTED IN IOWA

January 5, 2004

Lee County Board of County Commissioners
Lee County Courthouse
Fort Myers, Florida 33901

RE: APPLICATION TO VACATE A PORTION OF TRACT "T", PHASE I-F,
HEALTHPARK FLORIDA WEST, PLAT BOOK 53, PAGES 81
THROUGH 90, PUBLIC RECORDS OF LEE COUNTY, FLORIDA
LOCATED IN SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24, EAST,
LEE COUNTY, FLORIDA

Gentlemen:

In connection with the above vacation submitted to Lee County by Johnson Engineering, Inc. on behalf of Lee Health Ventures, Inc., we render this opinion on title based on a review by the undersigned of the title to the lands more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

An examination of title to the lands described on Exhibit "A" shows that fee simple title to the Property is vested in "LEE HEALTH VENTURES, INC., a Florida Corporation", free and clear of all encumbrances and material defects, excepting, however, the following:

1. Real estate taxes for the calendar year 2004, which became a lien on the Property on January 1, 2004, and which are due and payable in November, 2004 (if not exempt) STRAP#33-45-24-00T00.0000.
2. Any applicable zoning or other governmental restrictions.
3. Notice of Adoption of Development Orders for HealthPark Florida, recorded in O.R. Book 1939, Page 3049, O.R. Book 2453, Page 2408; O.R. Book 2487, Page 377, O.R. Book 2990, Page 1722, and O.R. Book 3502, Page 3014, Public Records of Lee County, Florida.
4. Resolution Number Z-87-058 promulgated by the Board of County Commissioners of Lee County, Florida regarding application for development approval for a Development of Regional Impact for HealthPark Florida recorded in O.R. Book 1944, Page 1351, Public Records of Lee County, Florida.

Lee County Board of Commissioners

January 5, 2004


Page 2

5. Development Order of HealthPark Florida, a Development of Regional Impact Number 5-8586-63 recorded in O.R. Book 1944, Page 1362, Public Records of Lee County, Florida.
6. Covenant of Unified Control recorded in O.R. Book 2089, Page 368, Public Records of Lee County, Florida.
7. Covenants, Conditions, and Restrictions for HealthPark Florida West, recorded in O.R. Book 2320, Page 726 through 758, inclusive, Public Records of Lee County, Florida.
8. Notice of Development Order for HealthPark Florida, Phase I-E, recorded in O.R. Book 2277, Page 1124, Public Records of Lee County, Florida.
9. Cable Television Installation and Wiring Agreement for HealthPark Florida between Lee Health Ventures, Inc. and Cable T.V. Fund 12-A Ltd., a Colorado Limited Partnership, recorded in O.R. Book 2346, Page 2047, Public Records of Lee County, Florida.
10. Agreement for the Delivery of Reclaimed Effluent Water recorded in O.R. Book 2914, Page 970, Public Records of Lee County, Florida.
11. All easements and dedications shown on the Plat for Phase I-F, HealthPark Florida West, recorded in Plat Book 53, Pages 81 through 90, inclusive, Public Records of Lee County, Florida.
12. Florida Power & Light Easement recorded in O.R. Book 4082, Page 2721, Public Records of Lee County, Florida.

The title information contained herein is effective through December 1, 2003, the last continuation date of title search to the Property. We trust this will be satisfactory for your purposes in approving the referenced vacation.

Very truly yours,

SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.

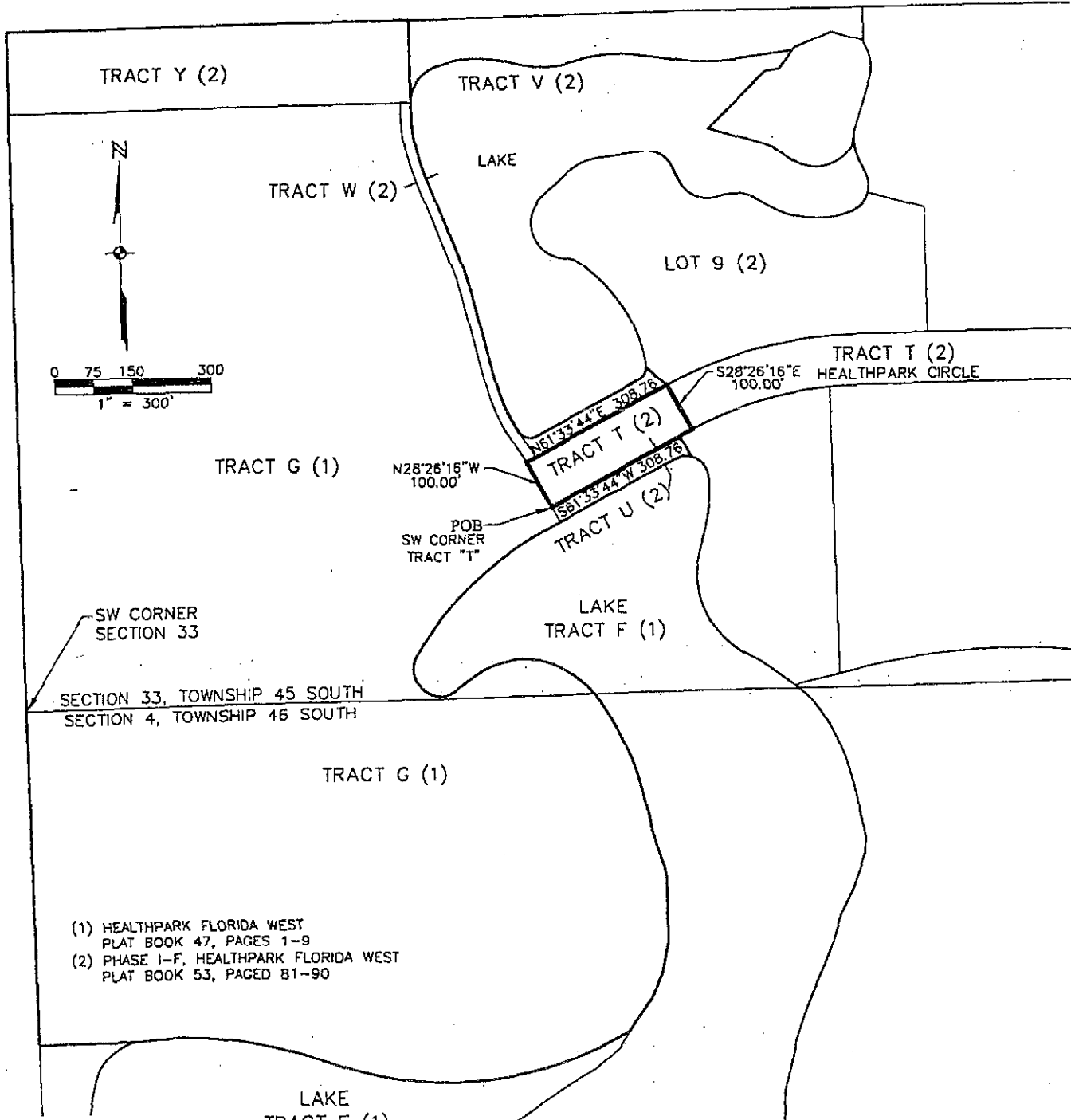
 **COPY**
JAY A. BRETT

JAB:mp

Attachment

cc: Douglas A. Dodson, President, Lee Health Ventures, Inc.
Debi Pendlebury, Johnson Engineering, Inc. ✓

EXHIBIT "A" (continued)



- (1) HEALTHPARK FLORIDA WEST PLAT BOOK 47, PAGES 1-9
- (2) PHASE I-F, HEALTHPARK FLORIDA WEST PLAT BOOK 53, PAGES 81-90

NOTES:

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THIS IS NOT A SURVEY

Michael V. Norman

MICHAEL V. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JUL 02 2003
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033882\SKETCH.dwg (Sheet) KLL Jul 02, 2003 - 4:00pm



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SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/03/03	20033882	33-45-24	1" = 300'	1 OF 1

150.00 rec.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HEALTHPARK FLORIDA WEST**

PREAMBLE

3248870

LEE HEALTH VENTURES, INC., a Florida corporation under Chapter 607, Florida Statutes, ("DECLARANT"), is the owner in fee simple of certain real property located in Lee County, Florida, known as "HealthPark Florida West", 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, 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 platted as

OR2320 PG0726

RECORD VERIFIED: CHARLE GRESH, CLERK
BY: J. TURNER, D.C.

RECEIVED

JUL 16 2003

COMMUNITY DEVELOPMENT

VAC 2003-00047

"HealthPark Florida West" 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.

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 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; 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 HEALTH VENTURES, INC., a Florida Corporation, its successors and assigns.

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 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 1.6: "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 the HealthPark Florida 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 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

DR2320 PG0729

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 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.

DR2320 Pg0730

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 the Property. The total votes assigned to each Lot at HealthPark Florida are identified on Exhibit "C" attached to the By-Laws of HealthPark Florida Property Owner's 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 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 for such Lot, whether or not it shall be so expressed in his deed, to

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 areas, 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 by Declarant to an owner, the maximum annual assessment shall be the lesser of the Associations actual cost or \$.08 (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 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 to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by the vote or written assent of a majority of each class of members.

OR 2320 PG 0733

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 each class 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 Sub-Section 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 of any Lot for any arm's length purchase. Provided, however, that the annual assessments for the tract or lot owned by Lee Memorial Hospital shall commence as of January 1, 1991. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of

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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 shall be excused from paying monthly assessments on all Lots which Declarant 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.

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 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

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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

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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: 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 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 made a part hereof by reference. 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 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.

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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 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. Provided, however, that Declarant may not create any such cross-easements over Tract B of the Property without the prior written consent of the owner thereof.

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.

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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

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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 roadway 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 without prior written consent of the Association. Provided, however, that all outbuildings constructed by Lee Memorial Hospital on Tract B of the property as of the date of recording hereof are deemed to be approved structures. Provided, further, 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 therefore, 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

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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 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 to assure the continuity of use of said property, as such use may finally be determined by Declarant. Provided, however, that Declarant agrees that prior to making any material amendment to these covenants and restrictions it will first consult in good faith with The Hospital Board of Directors of Lee County. 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.

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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 herein which are committed to this Declaration, 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

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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.

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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 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 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 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,

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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.

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: c/o LEE HEALTH VENTURES, 16201 Bass Road, 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 plan of condominium ownership for any Lot covered hereby shall not be construed as constituting a subdivision of said Lot. Provided, however, that 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 conditions, 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 conditions, 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 rights 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

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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. Provided, however, that any such voluntary assignment shall be subject to the right of first refusal in favor of the Hospital Board of Directors of Lee County, who shall exercise such right in writing within forty-five (45) days of receipt of written notice of such assignment from Declarant or its agent. 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 term 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

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:

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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

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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 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,

OR2320 Pg0752

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 sod trees, plantings and annuals and fertilizing at regular intervals;
- E. Keeping in good repair and working order exterior parking lot and walkway lighting, electric signs, and any signs unattached to buildings;
- 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

DR2320 PG0153

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.

OR 2320 PG 755

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 the 24 day of July, 1992.

J W Adams

LEE HEALTH VENTURES, INC.,
A Florida Corporation,

Pauline Wiley

As to the Declarant

By: [Signature]
President

Declarant (SEAL)

J W Adams

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

Pauline Wiley

As to Hospital Board

By: [Signature]
Chair

(SEAL)

This instrument was prepared by
Jay A. Brett
2121 W. First Street
Fort Myers, Florida

APPROVED AS TO FORM
BY: [Signature]
HUMPHREY & KNOTT, P.A.

OR 2320 PG0756

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 as President of LEE HEALTH VENTURES, INC., a Florida Corporation, 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, AND WHO DID NOT TAKE AN OATH.

WITNESS my hand and official seal this 24th day of

July, 1992.

Patricia H. McAllister
Notary Public

(NOTARY'S SEAL)

PATRICIA H. McALLISTER
Printed Name of Notary

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 22, 1993

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, Lois Barrett as Chair 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 she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed, and who did not take an oath.

WITNESS my hand and official seal this 11th day of

August, 1992.

Pauline Wiley
Notary Public

(NOTARY'S SEAL)

My Commission Expires:
February 3, 1995

Pauline Wiley
Printed Name of Notary

EXHIBIT "A"

HEALTHPARK FLORIDA WEST

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 2183.79 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 FEET) 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 AN INTERSECTING 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.

EXHIBIT "B"

ASSESSMENTS

As per the By-Laws of HealthPark Florida Property Owner's 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 West (as platted in 1990 and as may be amended from time to time) less HealthPark Florida West'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 5,252,376 square feet. The Exhibit "B" assessments for known lots, tracts, or parcels are as follows:

HEALTHPARK FLORIDA WEST

<u>Lot/Tract/Parcel</u>	<u>Square Footage</u>	<u>Proportional Assessment</u>
HPMC (Tract B)	1,544,318	29.40%
Lot 1	286,039	5.45%
Lot 2	60,051	1.14%
Lot 3	52,616	1.00%
Undivided Land	3,309,352	63.01%
Total Useable Land	5,252,376	100.00%

DR2320 PG0758

CHARLIE GREEN LEE CIV FL
92 AUG 12 PM 3:22



FPL

Florida Power & Light Company

May 28, 2003

Debi Pendlebury
Johnson Engineering
2158 Johnson Street
Fort Myers, FL 33902

Re: Proposed Vacation of Road Easement for HealthPark Florida West

Dear Debi,

FPL would have no objection to vacating the road easement for Tract T on Health Park Circle. This is part of Tract T, Phase 1-F, HealthPark Florida West, Section 33, Township 45 South, Range 24 East.

If you have any question, please call me at (239) 415-1329.

Sincerely,

Jane Gunter
Customer Project Manager

RECEIVED

MAY 30 2003

JOHNSON ENGINEERING

RECEIVED

JUL 16 2003

COMMUNITY DEVELOPMENT

VAC 2003-00047



Florida Power & Light Company

January 6, 2004

Mr. Anthony Garn
Johnson Engineering
2158 Johnson Street
Fort Myers, FL 33901

Re: Health Park Florida West
Vacation of Public Utility and Road Right Away

FPL has no objection to vacation of the 15-foot utility easement at the southern most portion of Tract V and the 10-foot utility easement at the northernmost portion of Tract U. Both easements are located within the Heath Park Florida, Phase I-F, a subdivision recorded in Plat Book 53 at Pages 81-90 of the public records of Lee County, Florida. FPL has no objection to the vacation of the southern most 308 ft of road right away for Tract T. If you have any question, please call me at (239) 415-1329.

Sincerely,

A handwritten signature in cursive script that reads "Jane Gunter".

Jane Gunter
Customer Project Manager



RECEIVED

MAY 9 2003

P. O. Box 370
Fort Myers, FL 33902-0370

May 15, 2003

Johnson Engineering
PO Box 1550
Fort Myers, Florida 33902-1550

Attn: Debi Pendlebury

RE: Vacation of Public Easement – Healthpark Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms. Pendlebury:

Sprint-Florida Incorporated has reviewed the plans for the above referenced proposal. Based on the review of the request, we do not have any objections to the vacation of the western most portion of Tract T located within Healthpark Florida, Phase I-F , a subdivision recorded in Plat Book 53 at Pages 81-90 of the public records of Lee County, Florida.

If you should have any questions or require additional information, please give me a call at (239) 336-2030.

Sincerely,
Sprint-Florida Incorporated

Jack H. Mitchell
Network Engineer I

cc: File

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JUL 16 2003

COMMUNITY DEVELOPMENT

WAG 2003-00047

2931 Michigan Avenue
Fort Myers, Florida 33916
Phone 941-334-8828
Fax 941-334-8575



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MAY 15 2003

JOHNSON ENGINEERING

May 15, 2003

Debi Pendlebury
Johnson Engineering
2158 Johnson Street
Fort Myers, Florida 33902-1550

Re: Health Park Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms Pendlebury:

This letter will serve to inform you of our facilities located at the above referenced property. Currently, Comcast has no plant in this area. We have no objection with your petition to vacate the easement.

Should you require further assistance or information, please feel free to contact me here at (239) 432-1865.

Sincerely,

A handwritten signature in cursive script that reads "Lucia Vera".

Lucia Vera
Project Coordinator

RECEIVED

JUL 16 2003

COMMUNITY DEVELOPMENT

VAC 2003-00047



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8375

Bob Janes
District One

Douglas R. St. Cerny
District Two

October 7, 2003

Ray Judah
District Three

Andrew W. Coy
District Four

Lee Health Ventures, Inc.
9800 Health Park Cir. Suite 208
Fort Myers, Florida, 33908

John E. Albion
District Five

Donald D. Stijwell
County Manager

Re: VAC2003-00047

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Dear Mr. Douglas A. Dodson:

Lee County Department of Community Development has reviewed your request to vacate the western most portion of Tract T located within HealthPark Florida. Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Peter J. Eckenrode
Director

PJE/LLL

U:\200310\VAC20030.004\7\Development Review Recommends.wpd



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: ~~(941) 479-8181~~

September 11, 2003

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Debi Pendlebury
Johnson Engineering, Inc.
2158 Johnson Street
Fort Myers, Fl. 33901-1550

**SUBJECT: PETITION TO VACATE THE WESTERN MOST PART OF TRACT 'T'
LOCATED WITHIN HEALTHPARK FLORIDA, PHASE I-F
A SUBDIVISION RECORD IN PLAT BOOK 53 AT PAGE 81-90**

Dear Ms. Pendlebury:

Lee County Utilities is in receipt of your letter and associated attachments concerning the Petition to vacate an existing Right-of-Way or Roadway as described in your letter of August 28, 2003. Lee County Utilities has reviewed your request and currently has **NO OBJECTION** to the proposed vacation.

Please be advised that record drawings indicate Lee County Utilities owns and maintains potable water facilities within &/or near the area to be vacated. Lee County Utilities' position of 'No Objection' is based in part, on the executed Perpetual Public Utility Easement Grant recently submitted by your firm in relation to these existing facilities.

Lee County Utilities has taken the position of 'No Objection' in good faith with the understanding that this executed Perpetual Public Utility Easement Grant will be held in escrow pending recording of the proposed plat.

If you should have any questions, or require further assistance, please do not hesitate to contact our office at 479-8532 or 479-8181.

Sincerely,

LEE COUNTY UTILITIES

Mary McCormic
Engineering Tech., Senior
UTILITIES ENGINEERING

VIA FACSIMILE
Original Mailed

S:\UTILS\Eng\MMM\LETTERS\VACATION\GENERAL\HEALTHPARK FLORIDA WEST- TRACT TI.doc



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Friday, July 11, 2003

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Ms. Debi Pendlebury
Johnson Engineering
P.O. Box 1550
Fort Myers, FL 33902

(941) 479-8124

Writer's Direct Dial Number: _____

RECEIVED

JUL 15 2003

JOHNSON ENGINEERING

Re: Petition to Vacate a portion of Tract "T", located within Phase I-F, Health Park Florida Subdivision, as recorded in Plat Book 53 Page 81, in the public records, Lee County, Florida.

Dear Ms. Pendlebury:

Based on the review of the documents submitted with your request, Lee County Division of Natural Resources has no objection to the vacation of the subject portion of right of way.

Should you have any questions, please call me at the above telephone number.

Regards,

LEE COUNTY PUBLIC WORKS DEPARTMENT

Allen L. Davies, Jr.
Natural Resources Division

-cc: Don Blackburn, Development Services
Joan Henry, County Attorney's Office
Margaret Lawson, LCDOT
Roland Ottolini, P.E., NRD

RECEIVED

JUL 16 2003

COMMUNITY DEVELOPMENT

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VAC 2003-00047

 **LEE COUNTY**
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

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JUL 03 2003

JOHNSON ENGINEERING

Writer's Direct Dial Number: 479-8580

Bob Janes
District One

Douglas H. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

July 1, 2003

Ms. Debi Pendlebury
Johnson Engineering
2158 Johnson Street
Fort Myers, FL 33902

**RE: Petition to Vacate
HealthPark Florida West
Plat Book 53, page 81, Tract T
Section 33, Township 45, Range 24**

Dear Ms. Pendlebury:

Lee County Department of Transportation has reviewed the request to vacate a portion of Tract T. Tract T is an ingress/egress tract for the use of the present and future lot owners of Phase I HealthPark. Lee County Department of Transportation does not maintain, nor have any structures appurtenant to, this tract.

Lee County DOT offers no objection to the vacation.

Yours very truly,

DEPARTMENT OF TRANSPORTATION



Margaret Lawson
Right-of-way Supervisor

MAL/mlb

Cc: Allen Davies, Natural Resources
Don Blackburn, Development Services
Terry Kelly, Utilities
DOT PTV Tract T HealthPark (Johnson Engineering)

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JUL 16 2003

COMMUNITY DEVELOPMENT

VAC 2003-00047

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BOARD OF COUNTY COMMISSIONERS

RECEIVED

JUL 03 2003

JOHNSON ENGINEERING

Writer's Direct Dial Number: 479-8580

Bob Janes
District One

Douglas R. St. Cemy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

July 1, 2003

Ms. Debi Pendlebury
Johnson Engineering
2158 Johnson Street
Fort Myers, FL 33902

**RE: Petition to Vacate
HealthPark Florida West
Plat Book 53, page 81, Tract T
Section 33, Township 45, Range 24**

Dear Ms. Pendlebury:

Lee County Department of Transportation has reviewed the request to vacate a portion of Tract T. Tract T is an ingress/egress tract for the use of the present and future lot owners of Phase I HealthPark. Lee County Department of Transportation does not maintain, nor have any structures appurtenant to, this tract.

Lee County DOT offers no objection to the vacation.

Yours very truly,

DEPARTMENT OF TRANSPORTATION

Margaret Lawson
Right-of-way Supervisor

MAL/mlb

Cc: Allen Davies, Natural Resources
Don Blackburn, Development Services
Terry Kelly, Utilities
DOT PTV Tract T HealthPark (Johnson Engineering)

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JUL 16 2003

COMMUNITY DEVELOPMENT

VAC 2003-00047

S:\DOCUMENT\Petition To Vacate\2003\Tract T Healthpark - Johnson Eng.doc



Florida Department of Transportation

RECEIVED

MAY 30 2003

JOHNSON ENGINEERING
JOSE ABREU
SECRETARY

JEB BUSH
GOVERNOR

May 27, 2003

Ms Debi Pendlebury
Johnson Engineering
Post Office Box 1550
Fort Myers, Florida 33902-1550

RE: Vacation of A Portion of Tract T, HealthPark Florida West

Dear Ms Pendlebury:

Our staff has conducted a review of your request to the western most portion of Tract T, plat of Phase I-F, HealthPark Florida West, as recorded in Plat Book 53, Pages 81 through 90, Public Records of Lee County, Florida. This same area was further referenced in your letter and highlighted map of May 9, 2003.

Based on this review, we offer "No Objections" to this vacation request.

Sincerely,

James W. Dunsford,
District R/W Administrator,
Property Management

JWD/jwd

cc: Scott Gilbertson, P.E. - Lee County
Peter J. Eckenrode - Lee County
Mike Rippe - FDOT
Tom Garcia - FDOT

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JUL 16 2003

COMMUNITY DEVELOPMENT

VAC 2003-00047

District One-Right of Way Department-Property Management
801 North Broadway Avenue*Post Office Box 1249*Bartow, FL 33831-1249
(863)519-2413*(863)534-7168(Fax)*MS 1-66
www.dot.state.fl.us



NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2003-00047

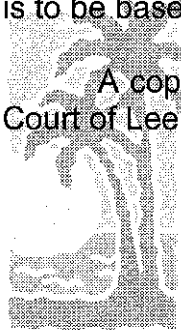
TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 9th day of March 2004 @5:00 PM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Office, 2115 Second Street, Fort Myers, Florida.



LEE COUNTY

CHARLIE GREEN, CLERK

Deputy Clerk Signature

S O U T H W E S T F L O R I D A

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

EXHIBIT "A"
VAC2003-00047

April 4, 2003


DESCRIPTION

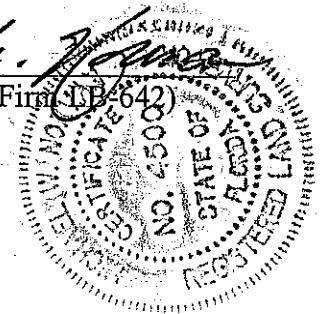
**PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning.
Parcel contains 30,875 square feet (0.71 acres), more or less.

Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.


Michael W. Norman (for The Firm) 1B-642
Professional Land Surveyor
Florida Certificate No. 4500



20033882/Description 040403

**RESOLUTION NO. _____ TO SET PUBLIC HEARING
FOR PETITION TO VACATE Case Number: VAC2003-00047**

WHEREAS, a Petition to Vacate was filed with the Board of County Commissioners;
and

WHEREAS, the Petitioner seeks to abandon, discontinue, close or vacate a portion
of a plat, easement, parcel or right-of-way legally described in the attached Exhibit "A".

WHEREAS, under Florida Statute and the Lee County Administrative Code, the
Board must hold a Public Hearing in order to grant a vacation affecting a public easement,
public right-of-way or platted lands.

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Lee
County, Florida, as follows:

1. A Public Hearing on Petition to Vacate No. VAC2003-00047
is set for the _____
_____ in the Lee County Commission Chambers.

2. A Notice of Public Hearing on this Petition to Vacate will be published in
accordance with the Lee County Administrative Code.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of
County Commissioners of Lee County, Florida this _____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
LEE COUNTY, FLORIDA

Deputy Clerk Signature

Chairman Signature

Please Print Name

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

EXHIBIT "A"
VAC2003-00047

April 4, 2003

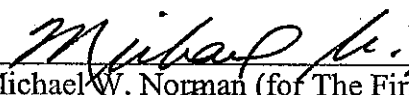
DESCRIPTION

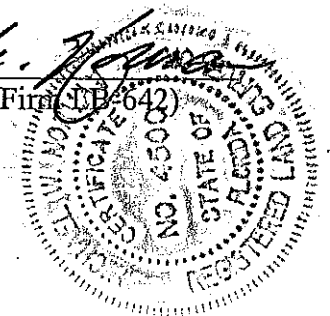
**PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning. Parcel contains 30,875 square feet (0.71 acres), more or less.

Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.


Michael W. Norman (for The Firm) (ID# 642)
Professional Land Surveyor
Florida Certificate No. 4500



20033882/Description 040403

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street – 3rd Floor
Fort Myers, Florida 33901

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this 20 day of AUGUST, 20 03, by and between Lee Health Ventures, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLAR (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or facilities.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is to be reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures shall not be constructed on or placed within this easement at any time, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to the utilities constructed and/or placed hereunder by GRANTEE or its agents shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and

telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities location within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law.

10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

x April Melotte
(Signature of 1st Witness)

APRIL MELOTTE
(Name of 1st Witness)

x Connie Hart
(Signature of 2nd Witness)

Connie Hart
(Name of 2nd Witness)

Lee Health Ventures, Inc.

x Douglas A. Dodson
(Grantor's/Owner's Signature)

DOUGLAS A. DODSON, President
(Grantor's/Owner's Name)

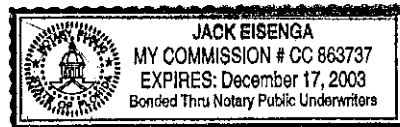
Owner
Title

STATE OF Florida)
) ss:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 20th day of August, 20 03 by Douglas A. Dodson who has produced the following as identification, Driver Licenses and who did take an oath.

Jack Eisenga
Notary Public Signature

Jack Eisenga
Printed Name of Notary Public



(Notary Seal & Commission Number)

August 12, 2003

DESCRIPTION

UTILITY EASEMENT HEALTHPARK FLORIDA WEST SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

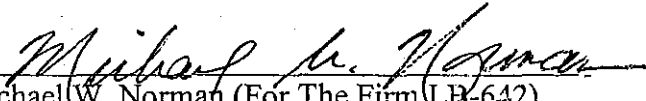
A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being a part of Tract "T" as shown on the Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, and a part of Tract "G" as shown on the Plat of HealthPark Florida West as recorded in Plat Book 47 at Pages 1 through 9 said Public Records which tract or parcel is described as follows:

From the northwest corner of said Tract "T" (HealthPark Circle) 100.00 feet wide, run N 61° 33' 44" E along the north line of said Tract "T", being the northerly right-of-way line of HealthPark Circle for 308.76 feet; thence run S 28° 26' 16" E departing said north right-of-way line for 100.00 feet to an intersection with the southerly right-of-way line of said HealthPark Circle, being the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" and its westerly prolongation for 323.18 feet; thence run S 28° 26' 16" E for 20.00 feet; thence run S 61° 33' 44" W for 35.00 feet; thence run N 28° 26' 16" W for 120.00 feet to an intersection with the westerly prolongation of the north line of said Tract "T"; thence run N 61° 33' 44" E along said prolongation for 49.42 feet to the Point of Beginning

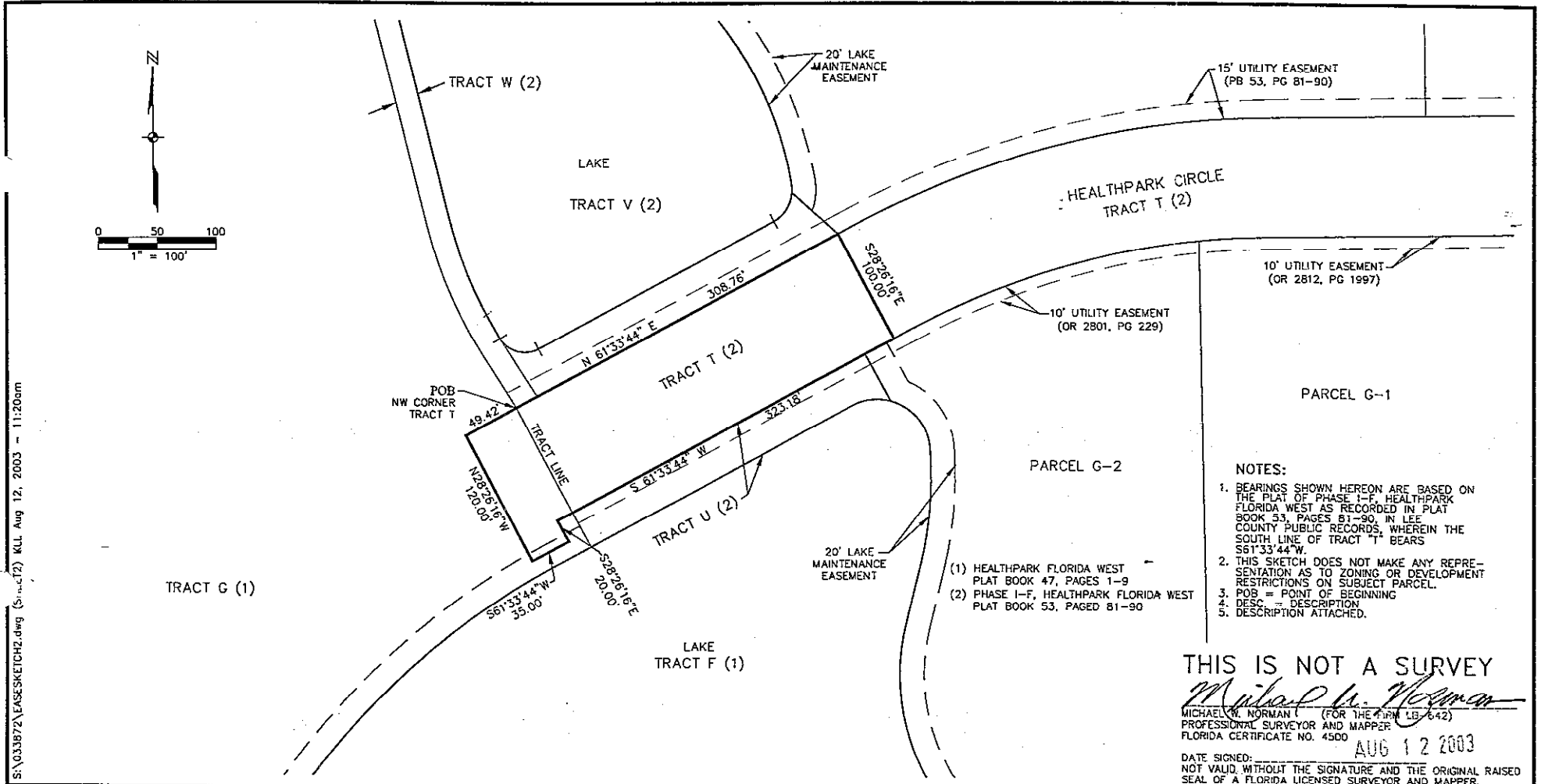
Parcel contains 36,518 square feet, more or less.

~~SUBJECT TO easements, restrictions and reservations of record.~~

Bearings hereinabove mentioned are based on the Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" bears S 61° 33' 44" W.


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

S:\033872\EASESKETCH2.dwg (S:\033872) KLL Aug 12, 2003 - 11:20am



- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT "T" BEARS S61°33'44"W.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. POB = POINT OF BEGINNING
 4. DESC = DESCRIPTION
 5. DESCRIPTION ATTACHED.

- (1) HEALTHPARK FLORIDA WEST PLAT BOOK 47, PAGES 1-9
- (2) PHASE I-F, HEALTHPARK FLORIDA WEST PLAT BOOK 53, PAGES 81-90

THIS IS NOT A SURVEY
Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM L.B. #642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500
 DATE SIGNED: AUG 12 2003
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

UTILITY EASEMENT
HEALTHPARK FLORIDA WEST
 (PLAT BOOK 53, PAGES 81-90)
 SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0045
 FAX (239) 334-3681
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/22/03	20033882	33-45-24	1" = 100'	1 OF 1

PHASE I-F HEALTHPARK FLORIDA WEST

PLAT BOOK 53 PAGE 81
SHEET 1 OF 10

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.

NOVEMBER 1993

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

APPROVALS

THIS PLAT ACCEPTED THIS 22 DAY OF December, 1993
IN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE
COUNTY, FLORIDA

John E. Albion
PRINT NAME: JOHN E. ALBION
VICE - CHAIRMAN OF THE BOARD

Walter J. McCarthy
PRINT NAME: WALTER J. MCCARTHY
COUNTY ATTORNEY

Walter J. McCarthy
PRINT NAME: WALTER J. MCCARTHY
MANAGER, DIVISION OF ZONING
AND DEVELOPMENT REVIEW

Charlie Green
PRINT NAME: CHARLIE GREEN
CLERK OF COURT

Mary G. Goss
PRINT NAME: MARY GOSS
DIRECTOR
DEPARTMENT OF
COMMUNITY DEVELOPMENT

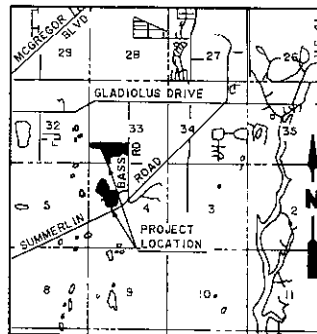
3514288

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST, A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, PLAT BOOK 49, PAGES 31-34 AND A REPLAT OF PART OF TRACTS "C", "F" AND "G" AND ALL OF TRACT "J", RESPECTIVELY, "HEALTHPARK FLORIDA WEST", PLAT BOOK 47, PAGES 1-9, INCLUSIVE, LEE COUNTY RECORDS, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 2:09 P.M. THIS 30 DAY OF December, 1993 A.D. AND WAS DULY RECORDED IN PLAT BOOK 53 AT PAGES 81 THRU 90 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green
CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
Charlie Green

NOTICE

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



VICINITY MAP
SCALE: 1" = 1 MILE

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, AS OWNER OF THE HEREIN DESCRIBED LANDS, HAS CAUSED THIS PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST, A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, PLAT BOOK 49, PAGES 31-34, INCLUSIVE, AND PART OF TRACTS "C", "F", AND "G" AND ALL OF TRACT "J", RESPECTIVELY, OF "HEALTHPARK FLORIDA WEST", PLAT BOOK 47, PAGES 1-9, INCLUSIVE, LEE COUNTY PUBLIC RECORDS, AND A PART OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST TO BE MADE, HEREBY REVOKING, VACATING AND ABROGATING AND PLAT OR PLATS OF ANY PART OF SAID LANDS HERETOFORE MADE AND DO HEREBY MAKE THE FOLLOWING DEDICATIONS:

A PERPETUAL RIGHT FOR INGRESS AND EGRESS OVER AND ACROSS ALL ROADWAYS (TRACTS "H" AND "I") TO ALL PRESENT AND FUTURE LOT OWNERS OF PHASE I-F HEALTHPARK FLORIDA WEST, A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, PLAT BOOK 49, PAGES 31-34, INCLUSIVE AND PART OF TRACTS "C", "F" AND "G" AND ALL OF TRACT "J", RESPECTIVELY, OF "HEALTHPARK FLORIDA WEST", PLAT BOOK 47, PAGES 1-9, INCLUSIVE, LEE COUNTY PUBLIC RECORDS AND PART OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST.

TO THE PERPETUAL USE OF LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, ALL ROADWAYS (TRACTS "H" AND "I"), ALL EASEMENTS AND TRACTS "N", "P", "Q", "R", "S", "U", "V", "W", "Y" AND "AA", RESPECTIVELY.

LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, RESERVES UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS AND GRANTEES, THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL ROADWAYS (TRACTS "H" AND "I") AND EASEMENTS SHOWN HEREON.

EASEMENTS ARE HEREBY GRANTED OVER AND ACROSS ALL ROADWAYS AND UTILITY EASEMENTS SHOWN HEREIN TO ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AGENCIES AND DEPARTMENTS THEREOF, AND TO FLORIDA CITIES WATER COMPANY, FLORIDA POWER AND LIGHT COMPANY AND TO UNITED TELEPHONE COMPANY, FOR USE IN PERFORMING AND DISCHARGING THEIR RESPECTIVE DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND GOVERNMENTAL SERVICES.

IN WITNESS WHEREOF, LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, HAS CAUSED THIS DEDICATION TO BE SIGNED BY ITS PRESIDENT, DOUGLAS A. DODSON THIS 15 DAY OF Nov, 1993, A.D.

Michael P. Usher
WITNESS SIGNATURE
PRINT NAME: MICHAEL P. USHER

LEE HEALTH VENTURES, INC., A
FLORIDA CORPORATION

Helma Reynolds
WITNESS SIGNATURE
PRINT NAME: HELMA REYNOLDS

BY: Douglas A. Dodson
DOUGLAS A. DODSON, PRESIDENT

NOTICE:

LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE 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 OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE AND SEWER FACILITIES.

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15 DAY OF Nov, 1993, BY DOUGLAS A. DODSON, PRESIDENT OF LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

Helma Reynolds
SIGNATURE: NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ON NOV 25, 1994

PHASE I-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034-000

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 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

PART I

A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, PLAT BOOK 49 AT PAGES 31 THROUGH 34 AND PART OF TRACTS "F" AND "G", "HEALTHPARK FLORIDA WEST", PLAT BOOK 47 AT PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

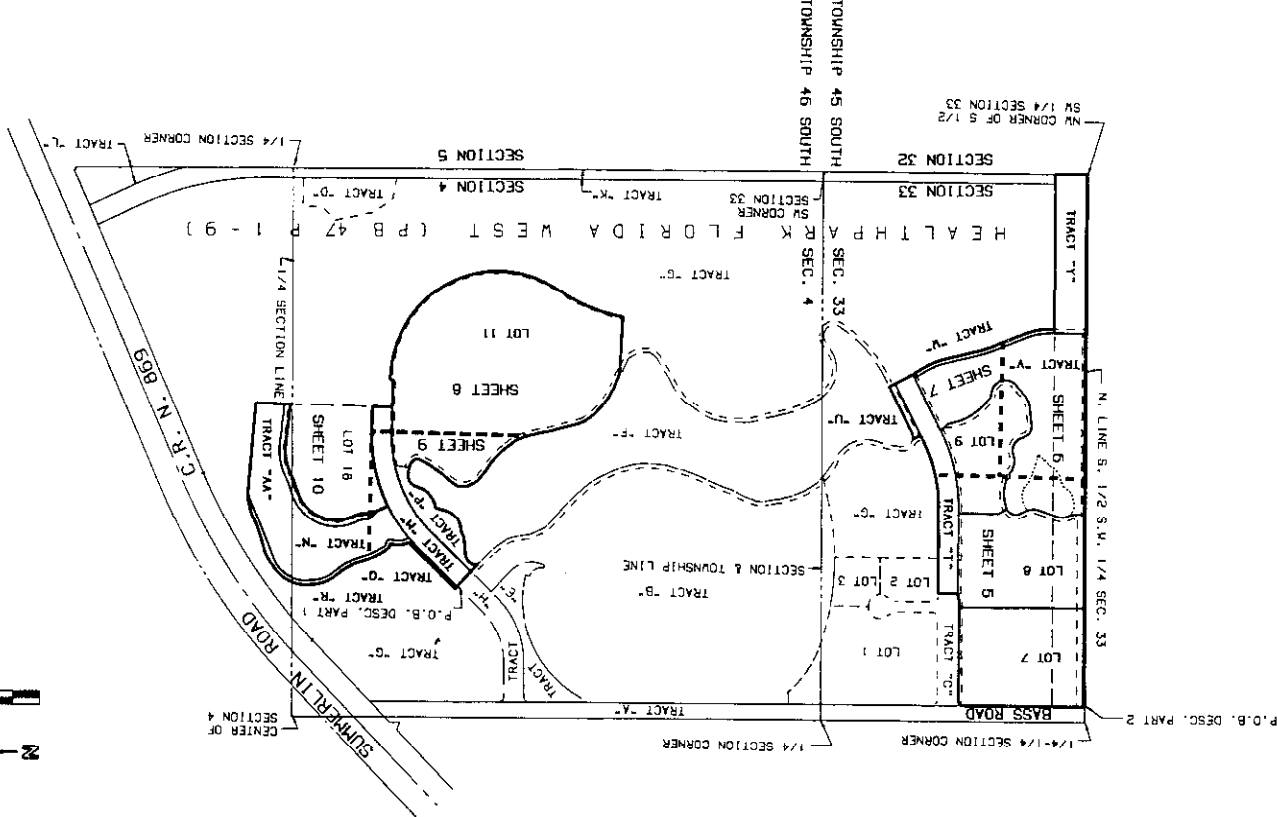
FROM THE SOUTHWEST CORNER OF TRACT "H" OF SAID "HEALTHPARK FLORIDA WEST" RUN S 47° 45' 30" E ALONG THE NORTHERLY LINE OF TRACT "O" OF SAID "PHASE 1 E HEALTH PARK FLORIDA WEST" FOR 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "O"; THENCE RUN S 42° 13' 30" W ALONG THE SOUTHERLY LINE OF SAID TRACT "O" FOR 265.73 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID TRACT LINE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 765.00 FEET (DELTA 03° 58' 03") (CHORD BEARING S 44° 12' 32" W) (CHORD 52.98 FEET) FOR 52.97 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID TRACT LINE, RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 120.00 FEET (DELTA 45° 58' 20") (CHORD BEARING S 04° 36' 04" E) (CHORD 93.72 FEET) FOR 96.26 FEET TO A POINT OF CURVE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 35.00 FEET (DELTA 54° 35' 24") (CHORD BEARING S 52° 21' 02" E) (CHORD 52.10 FEET) FOR 33.35 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 430.00 FEET (DELTA 18° 40' 09") (CHORD BEARING S 25° 43' 16" E) (CHORD 139.49 FEET) FOR 140.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 320.00 FEET (DELTA 25° 18' 32") (CHORD BEARING S 29° 02' 28" E) (CHORD 140.21 FEET) FOR 141.35 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 195.00 FEET (DELTA 34° 51' 20") (CHORD BEARING S 24° 16' 04" E) (CHORD 115.80 FEET) FOR 118.63 FEET TO A POINT OF TANGENCY; THENCE RUN S 06° 50' 24" E FOR 27.50 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 195.00 FEET (DELTA 65° 42' 41") (CHORD BEARING S 26° 00' 57" W) (CHORD 211.58 FEET) FOR 223.64 FEET TO A POINT ON A NON-TANGENT CURVE AND A POINT ON THE BOUNDARY LINE OF SAID "PHASE 1-E HEALTHPARK FLORIDA WEST"; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY LINE OF SAID PHASE 1-E, SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 195.00 FEET (DELTA 28° 07' 15") (CHORD BEARING S 61° 00' 23" W) (CHORD 94.75 FEET) FOR 95.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 680.00 FEET (DELTA 12° 31' 20") (CHORD BEARING S 69° 45' 17" W) (CHORD 148.35 FEET) FOR 148.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 269.49 FEET (DELTA 31° 27' 54") (CHORD BEARING S 78° 16' 30" W) (CHORD 145.60 FEET) FOR 147.45 FEET TO A POINT OF TANGENCY; THENCE RUN N 85° 59' 33" W FOR 410.48 FEET TO THE SW CORNER OF SAID "PHASE 1-E"; THENCE RUN N 00° 00' 00" E FOR 174.45 FEET TO THE SOUTHWEST CORNER OF LOT 18

DESCRIPTION CONTINUED:

OF SAID PHASE 1-E; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE PERIMETER OF LOT 18 OF SAID PHASE 1-E, "HEALTHPARK FLORIDA WEST"; S 84° 26' 56" E FOR 195.78 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS OF 238.00 FEET (DELTA 36° 20' 34") (CHORD BEARING N 77° 22' 47" E) (CHORD 148.45 FEET) FOR 150.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS OF 155.00 FEET (DELTA 10° 22' 46") (CHORD BEARING N 64° 23' 53" E) (CHORD 28.04 FEET) FOR 28.00 FEET TO A POINT OF TANGENCY; THENCE RUN N 09° 35' 16" E FOR 51.45 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS OF 200.00 FEET (DELTA 96° 39' 26") (CHORD BEARING N 21° 15' 33" E) (CHORD 298.79 FEET) FOR 337.40 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS OF 150.00 FEET (DELTA 20° 37' 04") (CHORD BEARING N 16° 45' 38" W) (CHORD 53.69 FEET) FOR 53.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 290.00 FEET (DELTA 25° 16' 35" (CHORD BEARING N 19° 06' 23" W) (CHORD 127.07 FEET) FOR 128.10 FEET TO AN INTERSECTION WITH THE SOUTHERLY CURVED RIGHT-OF-WAY LINE OF HEALTHPARK CIRCLE AS RECORDED IN SAID PHASE 1-E "HEALTHPARK FLORIDA WEST"; THENCE RUN SOUTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE TO THE RIGHT OF RADIUS 750.00 FEET (DELTA 28° 05' 49") (CHORD BEARING S 75° 57' 06" W) (CHORD 364.11 FEET) FOR 367.79 FEET TO A POINT OF TANGENCY; THENCE RUN N 90° 00' 00" W CONTINUING ALONG SAID RIGHT-OF-WAY LINE FOR 120.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE RUN N 00° 00' 00" E ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 18 FOR 100.00 FEET TO THE NORTHWEST CORNER OF TRACT "O" (HEALTHPARK CIRCLE) AS SHOWN ON SAID PHASE 1-E, "HEALTHPARK FLORIDA WEST"; THENCE RUN N 90° 00' 00" W DEPARTING SAID PLAT BOUNDARY LINE FOR 132.13 FEET; THENCE RUN S 00° 00' 00" E FOR 14.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHWESTERLY AND NORTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 539.00 FEET (DELTA 120° 09' 47") (CHORD BEARING N 29° 55' 07" W) (CHORD 934.34 FEET) FOR 1130.41 FEET TO A POINT OF TANGENCY; THENCE RUN N 30° 09' 47" E FOR 53.81 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 835.00 FEET (DELTA 21° 51' 52") (CHORD BEARING N 19° 13' 50" E) (CHORD 317.09 FEET) FOR 319.02 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 88° 09' 13" E FOR 260.14 FEET; THENCE RUN S 68° 56' 52" E FOR 59.07 FEET; THENCE RUN S 58° 49' 01" E FOR 17.51 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY LINE OF TRACT "F" OF SAID "HEALTHPARK FLORIDA WEST"; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID TRACT LINE: S 61° 18' 18" E FOR 54.38 FEET; THENCE RUN S 52° 44' 13" E FOR 55.49 FEET; THENCE RUN S 47° 49' 54" E FOR 55.58 FEET; THENCE RUN S 37° 20' 12" E FOR 59.21

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., A SUBDIVISION LYING IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.



- NOTES**
1. BEARINGS SHOWN ARE PLANE COORDINATE FOR THE FLORIDA WEST ZONE BASED ON TIES TO FOOT CENTERLINE SURVEYS FOR SUMMERLIN ROAD (CR 859).
 2. @ * PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISCS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER. (UNLESS NOTED)
 3. @ * PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.
 4. P.O.B. = POINT OF BEGINNING.
 5. DESC. = DESCRIPTION.
 6. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 7. P.B. = PLAT BOOK.
 8. P. = PAGE.
 9. PHASE I-E = HEALTHPARK FLORIDA WEST.
 10. FP & L = FLORIDA POWER & LIGHT COMPANY (PLAT BOOK 49, PAGES 1-9).
 11. * UNABLE TO SET CORNER, FALLS IN LAKE.
 12. * SET 3/4" PIPE WITH CAP LB 642; UNLESS NOTED.
 13. LB = LAND SURVEYING BUSINESS.



Michael V. Norman
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4500

1 HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE I-E HEALTHPARK FLORIDA WEST, A REPLAT OF PHASE I-E HEALTHPARK FLORIDA WEST, EXCEPT LOT 18, PLAT BOOK 49, PAGES 31-34, INCLUDING AND PART OF TRACTS "C", "F" AND "G", AND ALL OF TRACT "J", RESPECTIVELY OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGES 1-9, INCLUDING LEE COUNTY PUBLIC RECORDS, IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS AND SURVEYING AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 127, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

11th DAY OF NOVEMBER, 1993 A.D.

PHASE I-E
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034.000

PHASE I-F HEALTHPARK FLORIDA WEST

PLAT BOOK **53** PAGE **85**
 SHEET 5 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., & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL. IN SECTION 33, TWP. 45 S., RGE. 24 E. & SECTION 4, TWP. 46 S., RGE. 24 E., LEE CO., FL.

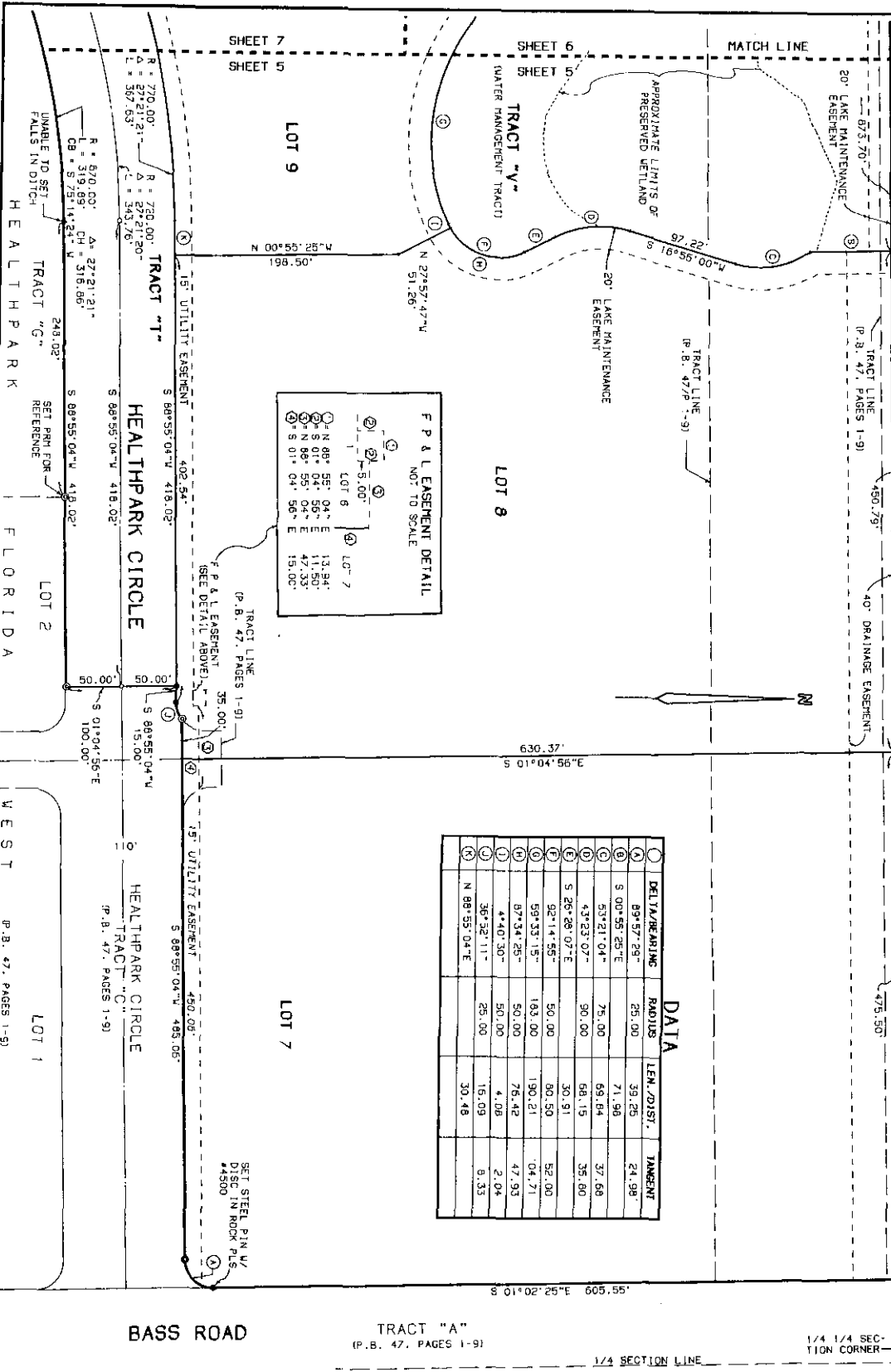
UNPLATTED

SCALE: 1" = 60'

NORTH LINE OF S 1/2 OF SW 1/4 OF SECTION 33

P.O.B. DESC. NO. 2
 FOUND P.M. PLS. 4052

1/4 SECTION CORNER

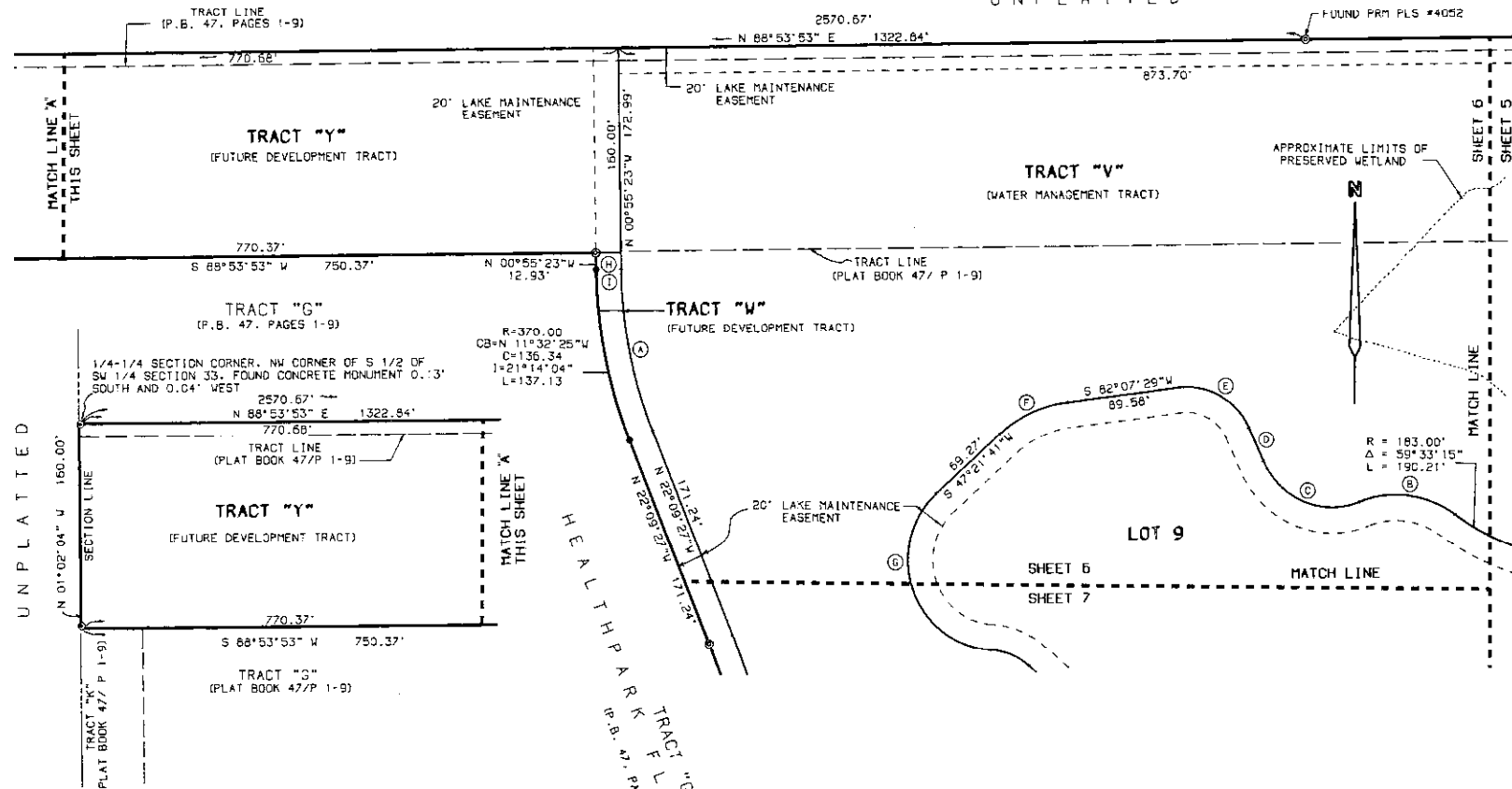
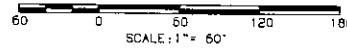


PHASE I-F
 HEALTHPARK FLORIDA WEST
 COUNTY DEVELOPMENT
 ORDER NO. 93-09-034.000

SHEET 5 OF 10 14210161271P.1 19756 104 10-Inch-53 11.53 AN / 19765-

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 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.

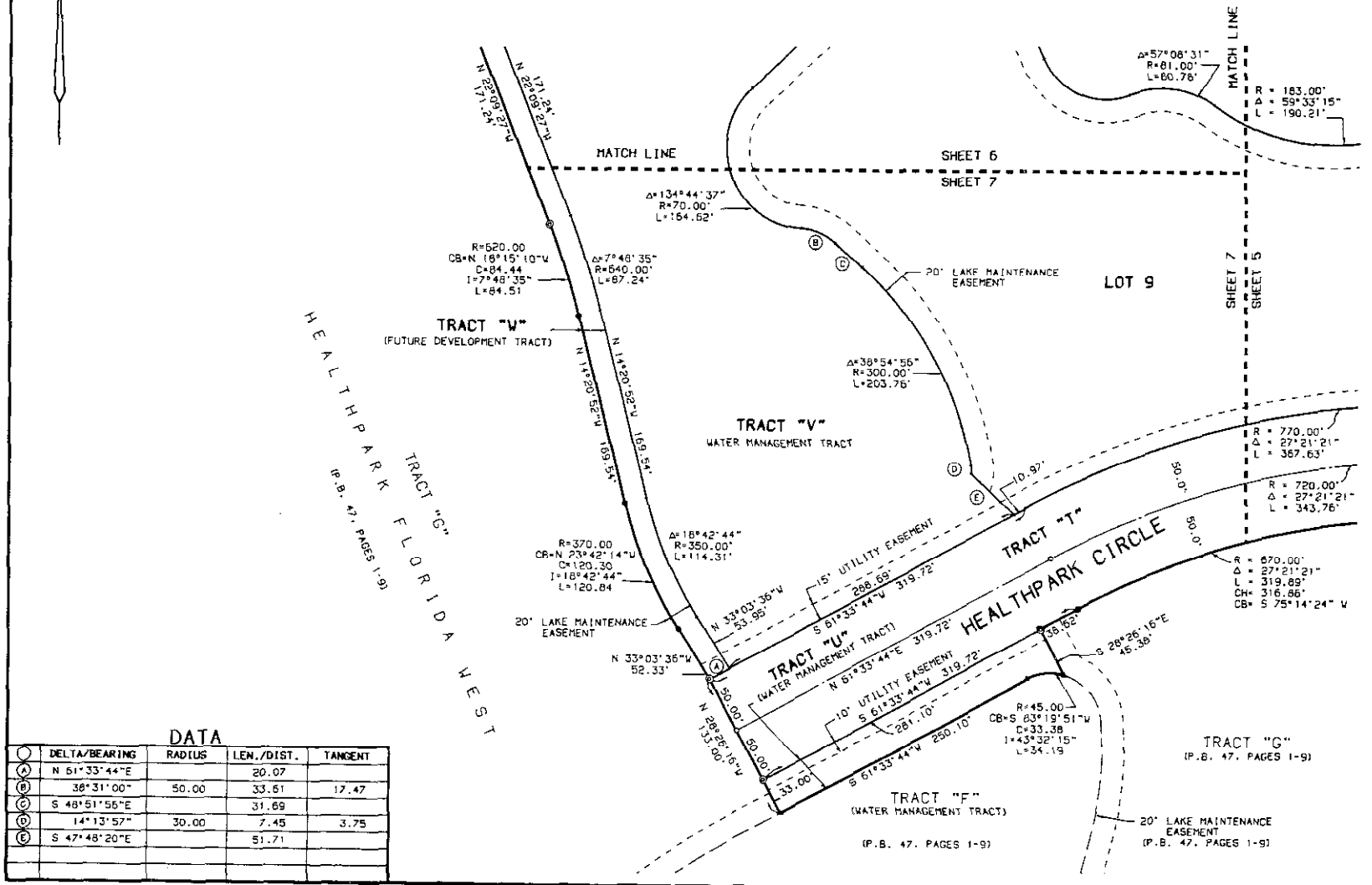
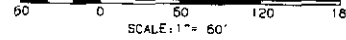


DATA

POINT	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
A	21°14'04"	350.00	129.71	65.61
B	57°08'31"	81.00	80.78	44.11
C	67°32'43"	60.00	91.68	57.48
D	N 24°15'45"W		28.44	
E	73°36'45"	54.00	69.38	40.41
F	34°45'48"	100.00	60.67	31.30
G	134°44'37"	70.00	164.62	167.93
H	N 66°53'53"E		20.00	
L	S 00°55'23"E		12.99	

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 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.



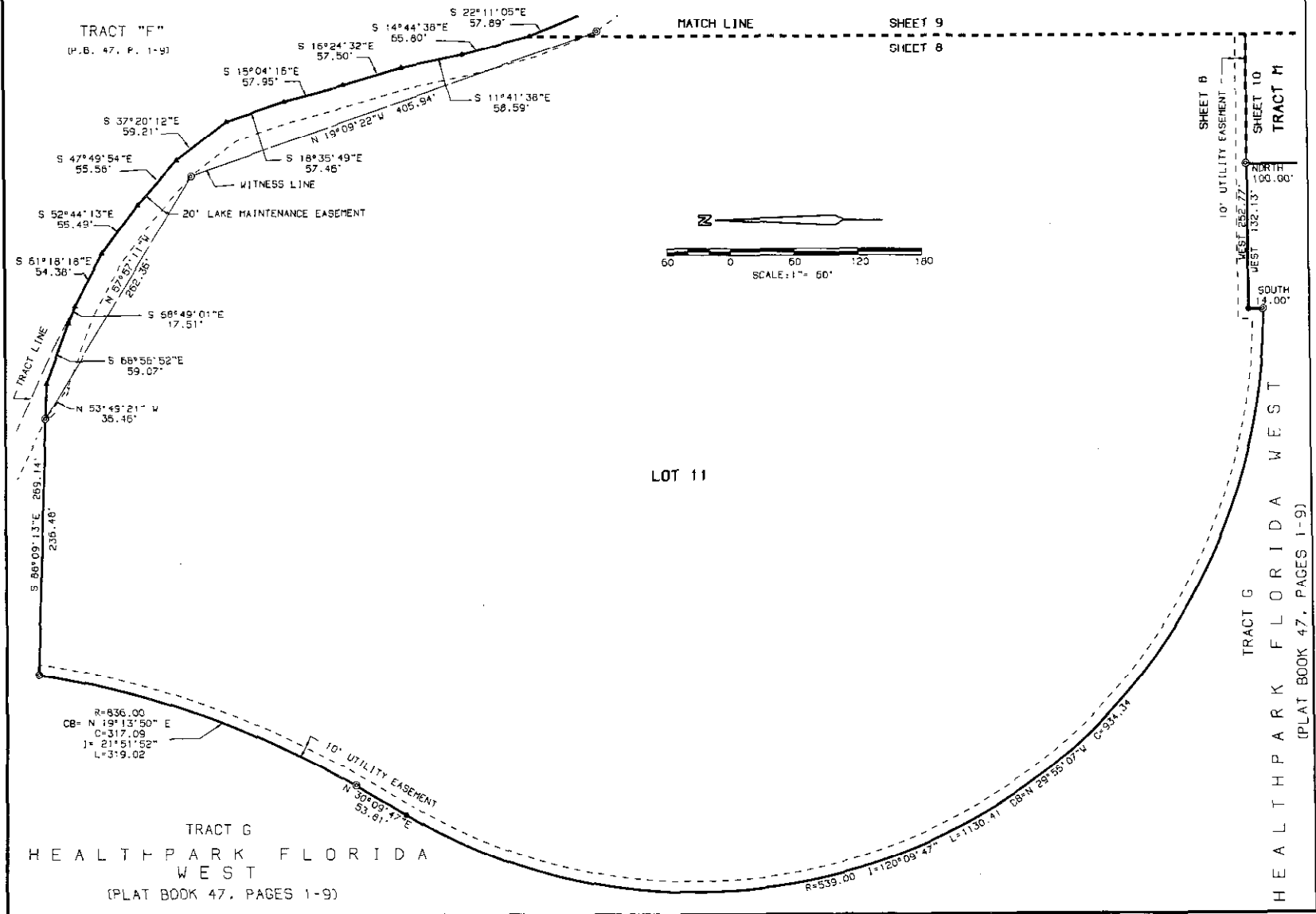
DATA

○	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
A	N 51°33'44"E		20.07	
B	38°31'00"	50.00	33.51	17.47
C	S 48°51'55"E		31.69	
D	14°13'57"	30.00	7.45	3.75
E	S 47°48'20"E		51.71	

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

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 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.

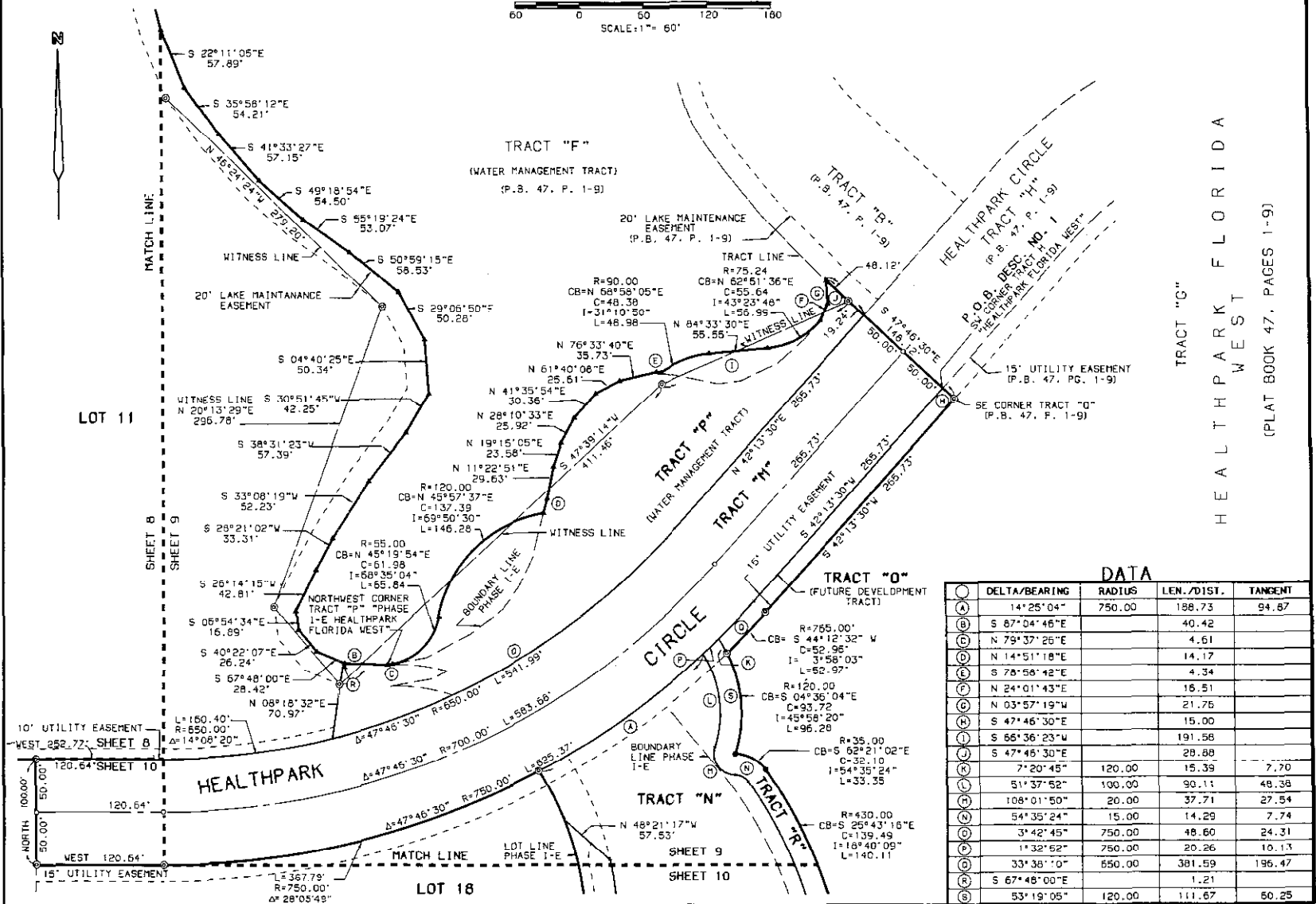
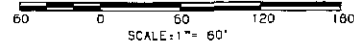


PHASE I-F
 HEALTHPARK FLORIDA WEST
 COUNTY DEVELOPMENT
 ORDER NO. 93-09-034.000

TRACT G
 HEALTHPARK FLORIDA
 WEST
 (PLAT BOOK 47, PAGES 1-9)

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 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.

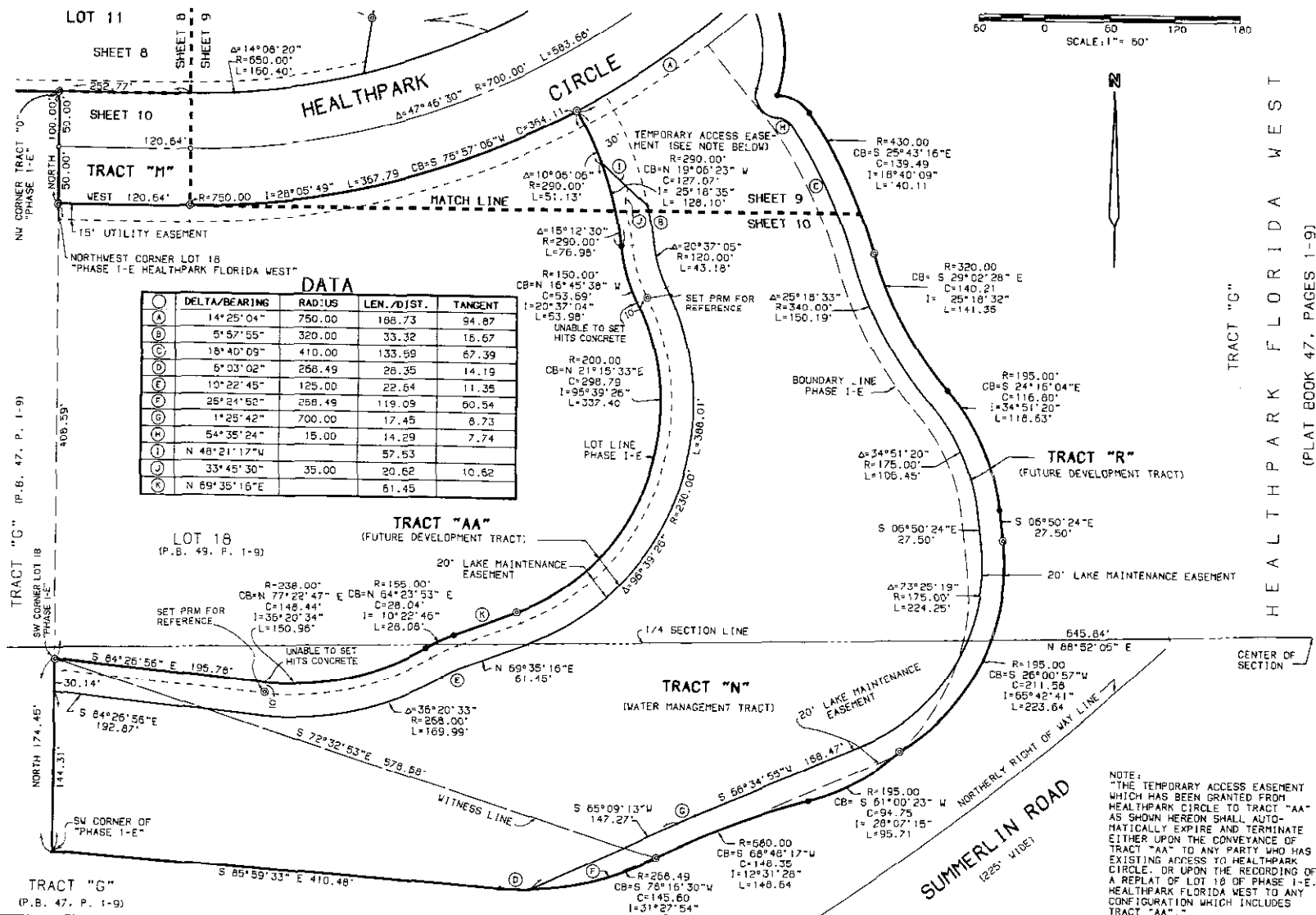


DATA				
POINT	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
(A)	14°25'04"	750.00	188.73	94.87
(B)	S 87°04'46"E		40.42	
(C)	N 79°37'26"E		4.61	
(D)	N 14°51'18"E		14.17	
(E)	S 78°58'42"E		4.34	
(F)	N 24°01'43"E		16.51	
(G)	N 03°57'19"W		21.78	
(H)	S 47°46'30"E		15.00	
(I)	S 66°36'23"W		191.56	
(J)	S 47°46'30"E		29.88	
(K)	7°20'45"	120.00	15.39	7.70
(L)	S 1°37'52"	100.00	90.11	48.38
(M)	108°01'50"	20.00	37.71	27.54
(N)	S 4°35'24"	15.00	14.29	7.74
(O)	S 42°45'	750.00	48.60	24.31
(P)	1°32'52"	750.00	20.26	10.13
(Q)	S 33°38'0"	650.00	381.59	196.47
(R)	S 67°48'00"E		1.21	
(S)	S 53°19'05"	120.00	111.67	60.25

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

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

POINT	DELTA/BEARING	RAD./US	LEN./DIST.	TANGENT
A	14°25'04"	750.00	166.73	94.87
B	5°57'55"	320.00	33.32	16.67
C	18°40'09"	410.00	133.99	67.39
D	5°03'02"	268.49	28.35	14.19
E	10°22'45"	125.00	22.64	11.35
F	25°24'52"	258.49	119.09	60.54
G	1°25'42"	700.00	17.45	8.73
H	54°35'24"	15.00	14.29	7.74
I	N 48°21'17"W		57.53	
J	33°45'30"	35.00	20.62	10.62
K	N 69°35'16"E		61.45	

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

NOTE:
 THE TEMPORARY ACCESS EASEMENT WHICH HAS BEEN GRANTED FROM HEALTHPARK CIRCLE TO TRACT "AA" AS SHOWN HEREON SHALL AUTOMATICALLY EXPIRE AND TERMINATE EITHER UPON THE CONVEYANCE OF TRACT "AA" TO ANY PARTY WHO HAS EXISTING ACCESS TO HEALTHPARK CIRCLE, OR UPON THE RECORDING OF A REPLAT OF LOT 18 OF PHASE I-E, HEALTHPARK FLORIDA WEST TO ANY CONFIGURATION WHICH INCLUDES TRACT "AA".



RECEIVED
(Signature)
 JAN 15 2004

LETTER OF TRANSMITTAL

ALL VAC 2003-00047

PLANNING COUNTER

- Via: Regular Mail
 Federal Express
 Hand Delivery

To: **Ruth Keith**
Lee County Development Services
1500 Monroe Street
Fort Myers, FL 33901

Date: **January 15, 2004**
 Project No. **20033882**
 Project Name **HealthPark Tract T Vacation VAC2003-00047**

We are sending you the following: Attached Under Separate Cover

Copies	Drawing No.	Description
1		Original letters of release.

2004 JAN 29 PM 12:26
 RECEIVED BY
 LEE CO. ATTORNEY

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: _____

Copy:

Signed: *(Signature)*
 Name: Anthony Garn
 Title: Planning Technician

RELEASE OF INGRESS/EGRESS RIGHTS

The undersigned, as Owner of that certain real property described on Exhibit "A" attached hereto, hereby releases any and all ingress/egress rights in and to that portion of Tract "T", Phase I-F, HealthPark Florida West, Plat Book 53, Pages 81-90, Public Records of Lee County, Florida (the "Plat"), as more particularly described on Exhibit "B" attached hereto, which ingress/egress rights are granted to all present and future owners of Lots in the Plat pursuant to the dedication thereof. The execution and delivery of this Release shall in no wise affect the ingress/egress rights of the undersigned or its Mortgagees as to any other portion of the Plat.

Dated this 5th day of JANUARY, 2004.

**HOPE OF SOUTHWEST FLORIDA,
INC. d/b/a HOPE HOSPICE**

Jill Lampley
Witness

Jill Lampley
Printed Name of Witness

Samira K. Beckwith
By: SAMIRA K. BECKWITH
Its: PRESIDENT AND CEO

Deborah A. Bogucki
Witness

Deborah A. Bogucki
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 5th day of January, 2004, by Samira Beckwith as President/CEO of **HOPE OF SOUTHWEST FLORIDA, INC. d/b/a HOPE HOSPICE** who is () personally known to me or who has () produced _____ as identification.

Martha Y Bryson
Signature of Notary Public
Martha Y Bryson
Printed Name of Notary Public

Commission Number: DD106477
Commission Exp. Date: 7/12/06



Martha Y Bryson
My Commission DD106477
Expires July 12, 2006

EXHIBIT "A"
MEMORANDUM OF RIGHT OF OPTION

Lee Health Ventures, Inc., a Florida Corporation (hereinafter "LHV") has sold certain real property (hereinafter the "Property") to H.O.P.E. of Lee County, Inc., a Florida Non-Profit Corporation (hereinafter "Hope Hospice") more particularly described as:

A portion of Lot 8, Phase I-F HealthPark Florida West as recorded in Plat Book 53, Pages 81 through 90, Public Records of Lee County, Florida lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida said portion of Lot 8 being more particularly described as follows:

From the southwest corner of said Lot 8 run N 00°55'25" W along the west line of said Lot 8 for 198.50 feet; thence run N 27°57'47" W continuing along the westerly line of said Lot 8 for 51.26 feet to an intersection with the curved southerly line of tract V (Water Management Tract as shown on said plat); thence run Northeasterly along arc of said curve to left of radius 50.00 feet (delta 45°50'12")(cord bearing N 38°11'12"E)(cord 38.94 feet) for 40.00 feet to point on non-tangent line; thence run S 74°43'54" E departing said tract line and the northwesterly line of said Lot 8 for 112.62 feet; thence run S 00°55'25" E for 242.67 feet to an intersection with the south line of said Lot 8 also being the northerly right-of-way line of HealthPark Circle (Tract T) (100 feet wide) as shown on said plat of Phase I-F HealthPark Florida West; thence run S 88°55'04" W along said northerly right-of-way line for 109.41 feet to the point of beginning.

SUBJECT TO easements, restrictions and reservations of record. Bearings hereinabove mentioned are based on the plat of Phase I-F HealthPark Florida West as recorded in Plat Book 53, at Pages 81 through 90, Public Records of Lee County, Florida. The centerline of HealthPark Circle bears N 88°55'04" E.

The following is a short summary of the terms of the Option to repurchase the Property granted in favor of LHV by Hope Hospice in paragraph 32 of the Contract for Sale and Purchase between the parties dated February 7, 1995 (the "Contract"), a complete copy of which Contract is available at LHV's office. To the extent that the terms of the said paragraph 29 of the Contract conflict with this Memorandum, the terms of the Contract shall prevail.

1. Requirement to Build: Hope Hospice is required to obtain

DR2574 PG2059

a building permit for construction of a paved parking facility together with landscaped area on the Property and to commence construction of said facility within one hundred twenty (120) days from February 7, 1995 and to diligently prosecute construction of said facility until completed. Construction must be completed no later than 240 days from February 7, 1995.

2. Option: In the event Hope Hospice does not comply with the above provisions, LHV is granted an irrevocable option to purchase the Property for cash at a price of \$169,847.86 plus the appraised cost of all improvements placed upon the Property by Hope Hospice or its successors and assigns.

3. Term: LHV must exercise its option within ninety (90) days from the date either time period set forth in paragraph 1 above is violated, and said option must be executed in writing. Closing must occur within thirty (30) days after exercise of the option. In the event LHV fails to exercise this option within the time period provided, the option shall terminate.

Dated this 7th day of Feb., 1995.

LEE HEALTH VENTURES, INC.,
a Florida Corporation

BY: [Signature]

[Signature]
Witness Signature
JAY A ISRETT
Printed Name of Witness

[Signature]
Witness Signature
Maureen Phillips
Printed Name of Witness

2003-00047

RECEIVED
JAN 15 2004

95 FEB -9 PM 3:34

H.O.P.E. of Lee County, Inc.,
a Florida Non-Profit Corporation

BY: Samira K. Beckwith
President H.O.P.E.

[Signature]
Witness Signature
JAY A BRETT
Printed Name of Witness

Maureen Phillips
Witness Signature
Maureen Phillips
Printed Name of Witness

DR2574 PG2060

STATE OF FLORIDA
COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 7 day of February, 1995, by Douglas A. Dodson as President of LEE HEALTH VENTURES, INC., a Florida Corporation, who is (X) personally known to me or who has () produced _____ as identification.

[Signature]
Signature of Notary Public
JAY A BRETT
Printed Name of Notary Public

Commission Number _____
Commission Expires _____
OFFICIAL NOTARY SEAL
JAY A BRETT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC291744
EXPIRES JULY 8, 1997

STATE OF FLORIDA
COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 7th day of February, 1995, by Samira K. Beckwith as President of H.O.P.E. of LEE COUNTY, INC., a Florida Non-Profit Corporation, who is (X) personally known to me or who has () produced _____ as identification.

[Signature]
Signature of Notary Public
JAY A BRETT
Printed Name of Notary Public

Commission Number _____
Commission Expires _____
OFFICIAL NOTARY SEAL
JAY A BRETT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC291744
EXPIRES JULY 8, 1997

2003-00047
RECEIVED
JAN 15 2004

Exhibit 'B'

April 4, 2003

DESCRIPTION


PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning.
Parcel contains 30,875 square feet (0.71 acres), more or less.

~~SUBJECT TO easements, restrictions and reservations of record.~~

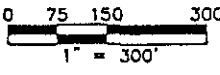
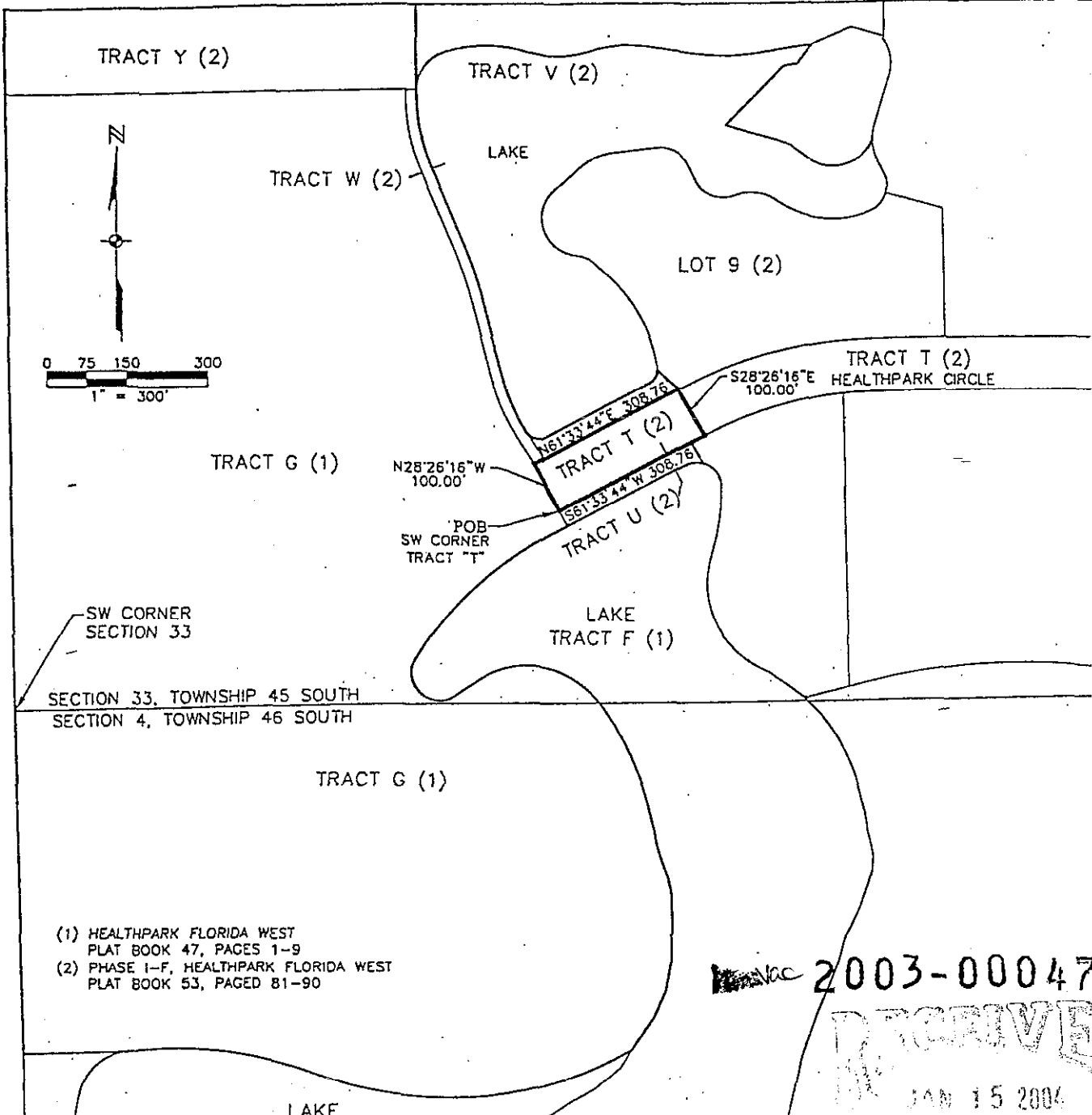
Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.


Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

page 1 of 2

20033882/Description 040403

2003-00047
RECEIVED
JAN 15 2004
ZONING COURT



SECTION 33, TOWNSHIP 45 SOUTH
SECTION 4, TOWNSHIP 46 SOUTH

- (1) HEALTHPARK FLORIDA WEST
PLAT BOOK 47, PAGES 1-9
- (2) PHASE I-F, HEALTHPARK FLORIDA WEST
PLAT BOOK 53, PAGES 81-90

2003-00047
RECEIVED
JAN 15 2004

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT T BEARS S61°33'44\"/>
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF BEGINNING
4. DESC. = DESCRIPTION
5. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JUL 02 2003
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033882\SKETCH.dwg (Sheet1) KLL Jul 02, 2003 - 4:00pm



2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/03/03	20033882	33-45-24	1" = 300'	1 OF 1

RELEASE OF INGRESS/EGRESS RIGHTS

The undersigned, as Owner of that certain real property described on Exhibit "A" attached hereto, hereby releases any and all ingress/egress rights in and to that portion of Tract "T", Phase I-F, HealthPark Florida West, Plat Book 53, Pages 81-90, Public Records of Lee County, Florida (the "Plat"), as more particularly described on Exhibit "B" attached hereto, which ingress/egress rights are granted to all present and future owners of Lots in the Plat pursuant to the dedication thereof. The execution and delivery of this Release shall in no wise affect the ingress/egress rights of the undersigned or its Mortgagees as to any other portion of the Plat.

Dated this 6TH day of JANUARY, 2004.

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

Terrence M. Hiduke
Witness
TERRENCE M. HIDUKE
Printed Name of Witness

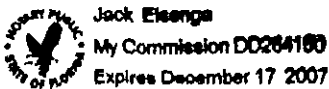
Douglas A. Dodson
By: Douglas A. Dodson
Its: President

April Melotte
Witness
APRIL MELOTTE
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 6th day of January, 2004, by Douglas A. Dodson as President of LEE HEALTH VENTURES, INC. d/b/a HEALTHPARK FLORIDA who is () personally known to me or who has () produced as identification.



Jack Eisenga
Signature of Notary Public
Jack Eisenga
Printed Name of Notary Public

Commission Number: DD264150
Commission Exp. Date: 12/17/07

EXHIBIT "A"

ALL LANDS CONTAINED IN PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST, PLAT BOOK 53, PAGES 81 THROUGH 90, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT:

1. LANDS CONVEYED TO HOPE HOSPICE IN O.R. BOOK 2574, PAGE 2052 AND 2460, PAGE 1167, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, RESPECTIVELY.
2. LANDS CONVEYED TO LEE HEALTHCARE RESOURCES DESCRIBED AS THAT CERTAIN "LESS AND EXCEPT" PARCEL IN O.R. BOOK 3693, PAGE 4170, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. =

Exhibit 'B'

April 4, 2003

DESCRIPTION

PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

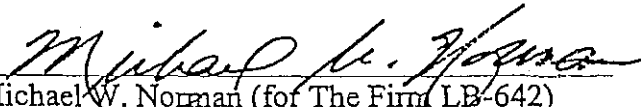
A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning.

Parcel contains 30,875 square feet (0.71 acres), more or less.

~~SUBJECT TO easements, restrictions and reservations of record.~~

Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.


Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

page 1 of 2

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 E.B. #642 & L.B. #642
 FAX (941) 334-3661
 PHONE (941) 334-0046

DATE	04/03/03
PROJECT NO.	20033882
FILE NO.	33-45-24
SCALE	1" = 300'
SHEET	1 OF 1

SKETCH TO ACCOMPANY DESCRIPTION

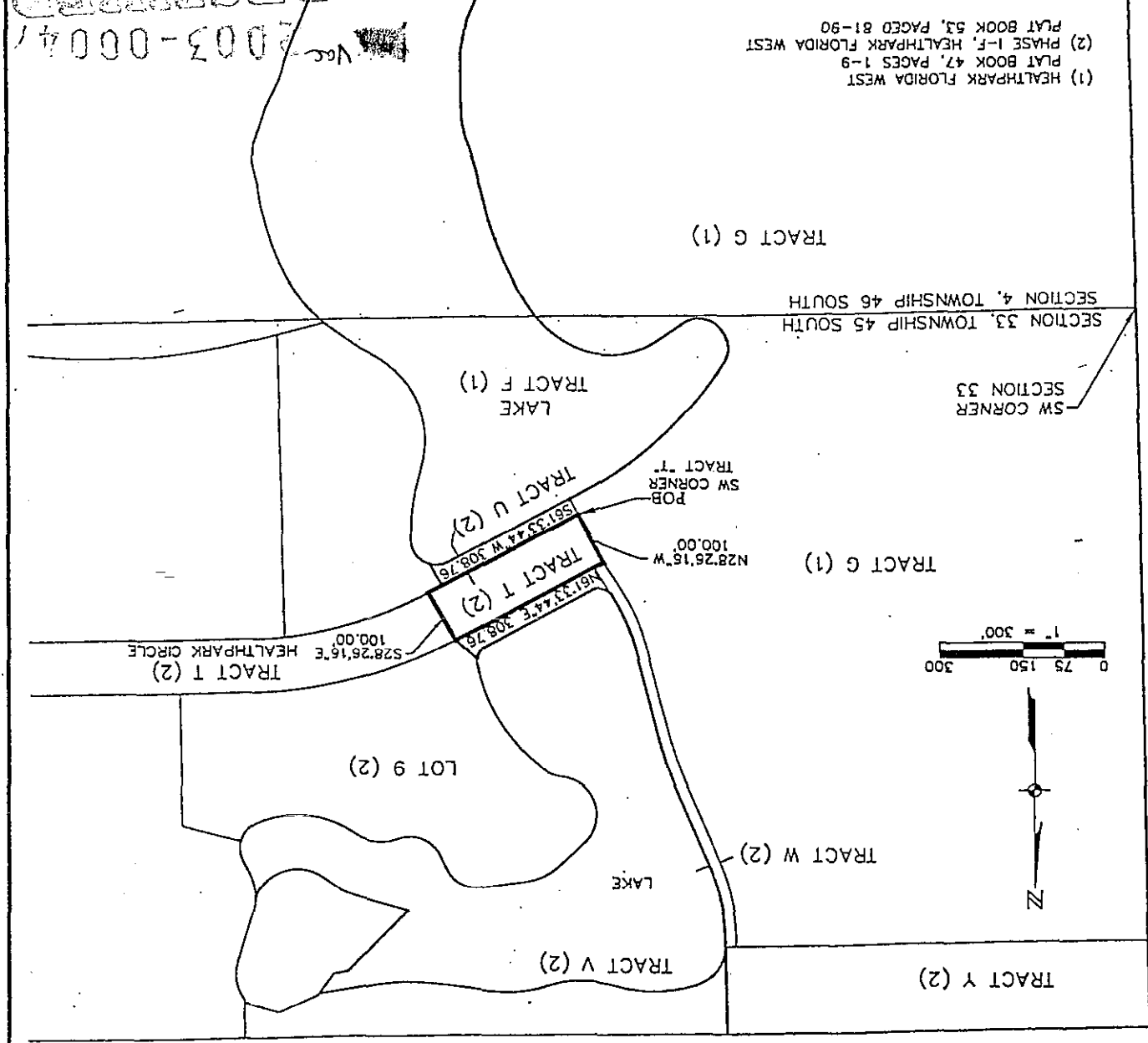
DATE SIGNED: _____
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED

MICHAEL W. NORMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500
 (FOR THE FIRM LB-612)

THIS IS NOT A SURVEY
Michael W. Norman
 ZONING COUNTER

RECEIVED
 JAN 15 2004
 2003-0004

- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT T BEARS S61.33.44°W, 561.33.44'.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL. POB = POINT OF BEGINNING.
 3. DESC. = DESCRIPTION.
 4. 5. DESCRIPTION ATTACHED.



S:\033882\SKETCH.dwg (Sheet1) KLL JUN 02, 2003 - 4:00pm

Exhibit 'B'
 page 2 of 2

RELEASE OF INGRESS/EGRESS RIGHTS

The undersigned, to the extent it shall hold any rights to that certain real property described on Exhibit "A" attached hereto, hereby releases any and all ingress/egress rights in and to that portion of Tract "T", Phase I-F, HealthPark Florida West, Plat Book 53, Pages 81-90, Public Records of Lee County, Florida (the "Plat"), as more particularly described on Exhibit "B" attached hereto, which ingress/egress rights are granted to all present and future owners of Lots in the Plat pursuant to the dedication thereof. The execution and delivery of this Release shall in no wise affect the ingress/egress rights of the undersigned, if any, as to any other portion of the Plat.

Dated this 6TH day of JANUARY, 2004.

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

TERENCE M. HIDEKUR
Witness
TERENCE M. HIDEKUR
Printed Name of Witness

Douglas A. Dodson
By: Douglas A. Dodson
Its: President

APRIL MELOTTE
Witness
APRIL MELOTTE
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 6th day of January, 2004, by Douglas A. Dodson as President of **HEALTHPARK FLORIDA WEST PROPERTY OWNER'S ASSOCIATION, INC.** who is personally known to me or who has () produced as identification.



Jack Eisenga
My Commission DD264150
Expires December 17 2007

Jack Eisenga
Signature of Notary Public
Jack Eisenga
Printed Name of Notary Public

Commission Number: DD264150
Commission Exp. Date: 12/17/07

EXHIBIT "A"

ALL LANDS CONTAINED IN PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST,
PLAT BOOK 53, PAGES 81 THROUGH 90, PUBLIC RECORDS OF LEE COUNTY,
FLORIDA.

Exhibit 'B'

April 4, 2003

DESCRIPTION

PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

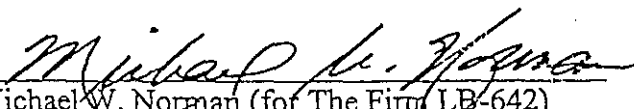
A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning.

Parcel contains 30,875 square feet (0.71 acres), more or less.

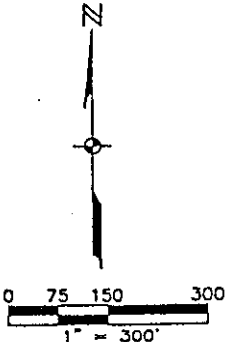
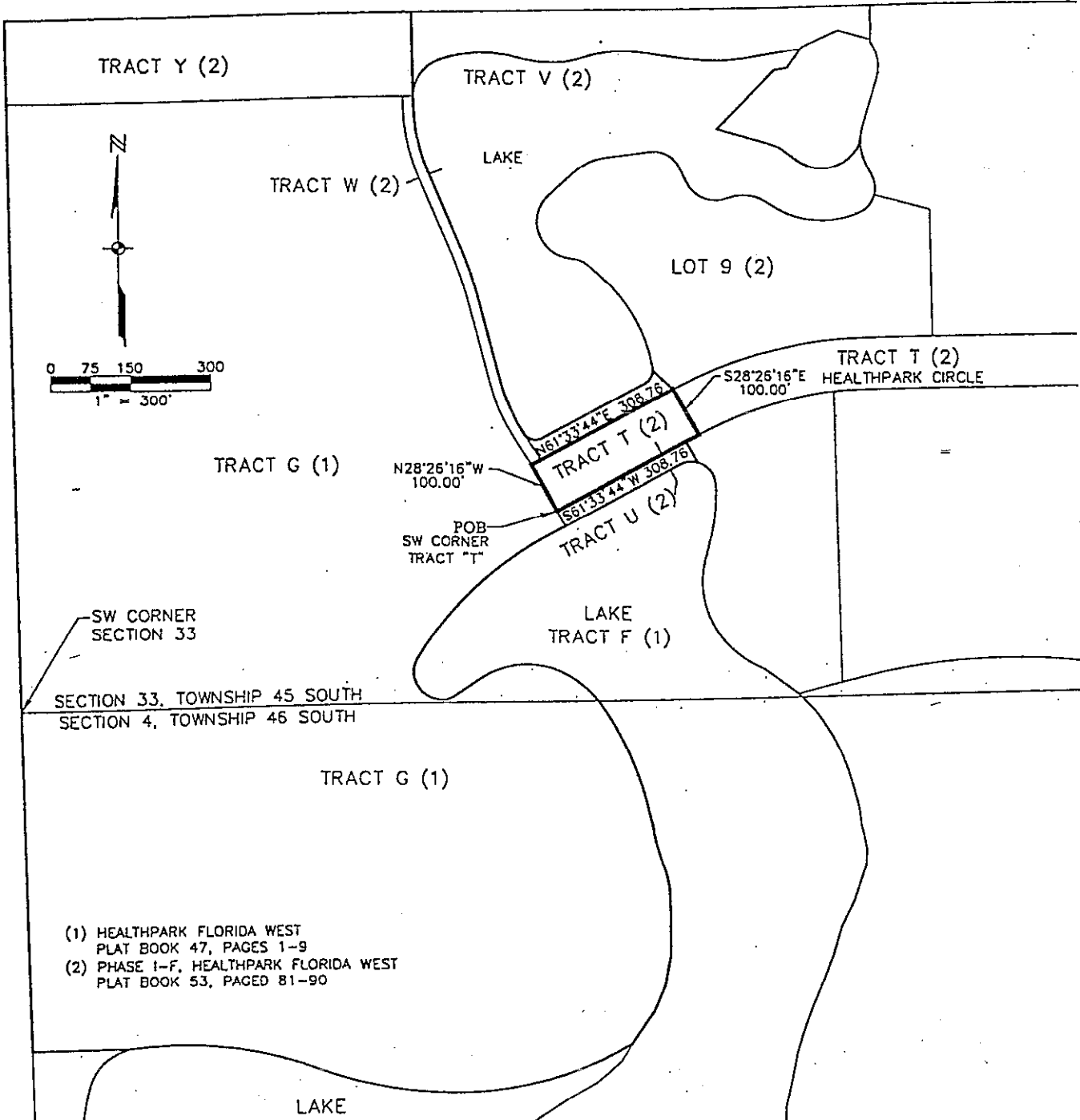
~~SUBJECT TO easements, restrictions and reservations of record.~~

Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.


Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

page 1 of 2

Exhibit 'B'
page 2 of 2



SECTION 33, TOWNSHIP 45 SOUTH
SECTION 4, TOWNSHIP 46 SOUTH

- (1) HEALTHPARK FLORIDA WEST
PLAT BOOK 47, PAGES 1-9
- (2) PHASE I-F, HEALTHPARK FLORIDA WEST
PLAT BOOK 53, PAGES 81-90

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT "T" BEARS S61°33'44"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF BEGINNING
4. DESC. = DESCRIPTION
5. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman

MICHAEL W. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JUL 02 2003
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033882\TSKETCH.dwg (Sheet1) KLL Jul 02, 2003 - 4:00pm



2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/03/03	20033882	33-45-24	1" = 300'	1 OF 1

RELEASE OF INGRESS/EGRESS RIGHTS

The undersigned, as Lessee of that certain real property described on Exhibit "A" attached hereto, by Ground Lease dated September 15, 1995, as amended October 1, 1997, as evidenced by Memorandum of Ground Lease recorded in O.R. Book 2879, Page 3923, Public Records of Lee County, Florida, hereby releases any and all ingress/egress rights in and to that portion of Tract "T", Phase I-F, HealthPark Florida West, Plat Book 53, Page 81, Public Records of Lee County, Florida, as more particularly described on Exhibit "B" attached hereto, which ingress/egress rights are granted to all present and future owners of Lots in said Plat pursuant to the dedication thereof. The execution and delivery of this Release shall in no wise affect the ingress/egress rights of the undersigned or its Mortgagees as to any other portion of the above-described Plat.

Dated this 2nd day of April, 2003.

**CYPRESS COVE AT HEALTHPARK
FLORIDA, INC.**

April Melotte
Witness
April Melotte

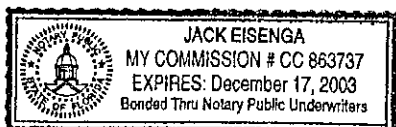
Printed Name of Witness
Joyce Adrian
Witness
Joyce Adrian
Printed Name of Witness

John T. Beckett
By: John T. Beckett
Its: Chairman of the Board

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 2nd day of April, 2003, by John T. Beckett as Chairman of **CYPRESS COVE AT HEALTHPARK FLORIDA, INC.** who is () personally known to me or who has () produced _____ as identification.



Jack Eisenga
Signature of Notary Public
Jack Eisenga
Printed Name of Notary Public

Commission Number: CC 863737
Commission Exp. Date: 12/17/03

JOHNSON ENGINEERING, INC.

FORT MYERS
NAPLES
PORT CHARLOTTE

ENGINEERS, SURVEYORS AND ECOLOGISTS

July 14, 1997

EXHIBIT "A"

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

DESCRIPTION

A PARCEL IN

HEALTHPARK FLORIDA WEST

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

LEE COUNTY FLORIDA

CARL E. JOHNSON
1911-1988

A tract or parcel of land lying in Section 4, 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 (all of Tract "K" was vacated per Resolution No. 96-12-98, recorded in Official Record Book 2778 at Page 2966 said Public Records) and all of Lot 11 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 ¼) section corner of said Section 4 run N 01° 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 N 88° 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": N 88° 52' 05" E for 139.51 feet; N 01° 21' 19" W for 91.67 feet; N 40° 11' 34" E for 94.66 feet; N 12° 50' 16" W for 192.84 feet; N 35° 39' 59" W for 114.50 feet; N 80° 07' 08" W for 101.30 feet to the Northwest corner of said Tract "D"; thence continue, N 80° 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 N 01° 21' 19" W along said line for 1472.36 feet; thence departing said line run the following courses and distances: N 88° 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 S 48° 02' 39" W) (chord 114.48 feet) (delta 69° 50' 20") for 121.89 feet to a point of compound curvature; Southerly along an arc of a curve to the left of radius 789.95 feet (chord bearing S 03° 56' 14" W) (chord 252.45 feet) (delta 18° 23' 20") for 253.53 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 S 76° 17' 58" E) (chord 94.58 feet) (delta 142° 05' 05") for 123.99 feet to a point of reverse curvature; Easterly along an arc of a curve to the right of radius 201.00 feet (chord bearing N 73° 01' 25" E) (chord 260.36 feet) (delta 80° 43' 52") for 283.21 feet to a point of tangency; S 66° 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 S 51° 59' 00" E) (chord 101.01 feet) (delta 29° 15' 19") for 102.12 feet to a point of tangency; S 37° 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 N 82° 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

2003-00047

RECORDED
JAN 15 2004

ZONING

CHAIRMAN
FORREST H. BANKS

PRESIDENT
STEVEN K. MORRISON

PARTNERS
CARL A. BARRACO
GARY R. BULL
DAN W. DICKEY
JOSEPH W. EBNER
ARCHIE T. GRANT, JR.
KENTON R. KEILING
W. DAVID KEY, JR.
W. BRITT POMEROY
ANDREW D. TILTON
KEVIN M. WINTER

ASSOCIATES
CHRISTOPHER D. HAGAN
PATRICIA H. NEWTON
MARK G. WENTZEL

CONSULTANT
LESTER L. BULSON

EXHIBIT "A"

HEALTHPARK FLORIDA WEST

July 14, 1997

Page 2

feet (chord bearing N 01° 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 N 26° 35' 43" E) (chord 44.87 feet) (delta 101° 22' 23") for 51.31 feet to a point of tangency; N 77° 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 S 88° 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 S 49° 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: S 14° 19' 12" E for 1.01 feet; S 28° 11' 55" E for 32.45 feet to a point of curvature; thence run Southerly departing said Westerly tract line along an arc of a curve to the right of radius 30.00 feet (chord bearing S 07° 46' 37" E) (chord 20.94 feet) (delta 40° 50' 36") for 21.39 feet to a point of tangency; S 12° 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 S 22° 21' 19" E) (chord 34.41 feet) (delta 70° 00' 00") for 36.65 feet to a point of tangency; S 57° 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 N 82° 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 N 46° 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 1171.60 feet (chord bearing N 48° 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 N 89° 26' 05" 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: S 47° 49' 54" E for 33.97 feet; S 37° 20' 12" E for 59.21 feet; S 18° 35' 49" E for 57.46 feet; S 15° 04' 16" E for 57.95 feet; S 16° 24' 32" E for 33.23 feet to a point of curvature; thence run Southwesterly departing said Westerly tract line along an arc of a curve to the right of radius 15.00 feet (chord bearing S 27° 31' 03" W) (chord 20.81 feet) (delta 87° 51' 09") for 23.00 feet to a point of tangency; S 71° 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 S 62° 02' 39" W) (chord 16.33 feet) (delta 18° 47' 56") for 16.41 feet to a point of tangency; S 52° 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 S 12° 21' 19" E) (chord 54.38 feet) (delta 130° 00' 00") for 68.07 feet to a point of tangency; S 77° 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

HEALTHPARK FLORIDA WEST

July 14, 1997

Page 3

(chord bearing S 49° 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: S 22° 11' 05" E for 3.52 feet; S 35° 58' 12" E for 54.21 feet; S 41° 33' 27" E for 6.09 feet to a point of curvature; thence run Southeasterly departing said Westerly tract line along an arc of a curve to the right of radius 30.00 feet (chord bearing S 31° 24' 09" E) (chord 10.58 feet) (delta 20° 18' 37") for 10.63 feet to a point of tangency; S 21° 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 S 01° 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 S 52° 11' 28" W) (chord 31.98 feet) (delta 54° 21' 41") for 33.21 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 30.00 feet (chord bearing S 58° 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 S 41° 02' 34" W) (chord 71.18 feet) (delta 07° 32' 38") for 71.23 feet to a point of reverse curvature; Southerly along an arc of a curve to the left of radius 30.00 feet (chord bearing S 03° 26' 54" E) (chord 44.77 feet) (delta 96° 31' 35") for 50.54 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 249.50 feet (chord bearing S 42° 33' 59" E) (chord 79.31 feet) (delta 18° 17' 25") for 79.65 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the left of radius 12.50 feet (chord bearing S 56° 52' 10" E) (chord 9.95 feet) (delta 46° 53' 45") for 10.23 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 87.50 feet (chord bearing S 56° 19' 13" E) (chord 71.17 feet) (delta 47° 59' 39") for 73.29 feet to a point of tangency; S 32° 19' 23" E for 20.67 feet to 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: S 06° 54' 34" E for 12.53 feet; S 40° 22' 07" E for 26.24 feet; S 67° 48' 00" E for 27.22 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 S 08° 18' 32" W along the Westerly line of said Tract "P" 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 to the right of radius 650.00 feet (chord bearing S 81° 39' 58" W) (chord 131.49 feet) (delta 11° 36' 36") for 131.71; thence departing said ROW line run the following courses and distances: N 22° 33' 59" W for 4.42 feet to the beginning of a curve; Northwesterly along an arc of a curve to the left of radius 449.50 feet (chord bearing N 27° 26' 39" W) (chord 76.44 feet) (delta 09° 45' 19") for 76.53 feet to a point of reverse curvature; Northwesterly

HEALTHPARK FLORIDA WEST

July 14, 1997

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along an arc of a curve to the right of radius 40.00 feet (chord bearing N 27° 00' 41" W) (chord 7.40 feet) (delta 10° 37' 15") for 7.41 feet to a point of tangency; N 21° 42' 03" W for 65.37 feet to a point of curvature; Northwesterly along an arc of a curve to the left of radius 10.00 feet (chord bearing N 27° 51' 45" W) (chord 2.15 feet) (delta 12° 19' 24") for 2.15 feet to a point of compound curvature; Northwesterly along an arc of a curve to the left of radius 150.50 feet (chord bearing N 42° 16' 58" W) (chord 43.24 feet) (delta 16° 31' 03") for 43.39 feet to a point of compound curvature; Westerly along an arc of a curve to the left of radius 25.00 feet (chord bearing S 87° 55' 58" W) (chord 33.15 feet) (delta 83° 03' 04") for 36.24 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 251.94 feet (chord bearing S 63° 45' 39" W) (chord 150.29 feet) (delta 34° 42' 26") for 152.61 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 120.00 feet (chord bearing S 61° 50' 54" W) (chord 79.19 feet) (delta 38° 31' 55") for 80.70 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 355.00 feet (chord bearing S 44° 30' 45" W) (chord 23.91 feet) (delta 03° 51' 37") for 23.92 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 35.00 feet (chord bearing S 03° 51' 56" W) (chord 47.36 feet) (delta 85° 09' 15") for 52.02 feet to a point of reverse curvature; Southerly along an arc of a curve to the right of radius 388.17 feet (chord bearing S 06° 56' 09" W) (chord 555.12 feet) (delta 91° 17' 40") for 618.51 feet to a point of compound curvature; Southwesterly along an arc of a curve to the right of radius 100.00 feet (chord bearing S 63° 48' 54" 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 S 80° 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 N 60° 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 N 74° 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 S 66° 52' 15" W) (chord 82.89 feet) (delta 18° 36' 15") for 83.26 feet to a point of tangency; S 76° 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 S 88° 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 S 40° 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 S 09° 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 S 81° 29' 05" W)

HEALTHPARK FLORIDA WEST

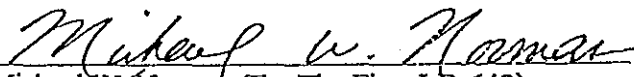
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Page 5

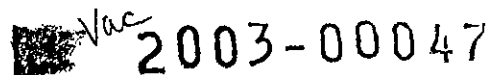
(chord 44.56 feet) (delta 88° 14' 55") for 49.29 feet to a point of tangency; N 54° 23' 28" W for 30.05 feet to a point of curvature; Westerly along an arc of a curve to the left of radius 35.00 feet (chord bearing S 83° 15' 31" W) (chord 47.16 feet) (delta 84° 42' 03") for 51.74 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 121.00 feet (chord bearing S 51° 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 S 26° 50' 33" W) (chord 58.99 feet) (delta 72° 17' 38") for 63.09 feet to a point of tangency; S 09° 18' 16" E for 6.89 feet; S 81° 00' 52" W for 11.99 feet to an intersection with the Easterly curved line of former Tract "K" as shown on said plat of "HealthPark Florida West"; thence run S 88° 38' 14" W departing said tract line 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 N 01° 21' 46" W along said west line for 525.60 feet to the point of beginning.

Total area contains 2,076,446 square feet (47.67 acres), more or less.

Bearings hereinabove mentioned are base on the West line of Section 4, Township 46 South, Range 24 East as shown on the plat of "HealthPark Florida West" as recorded in Plat Book 47 at Pages 1 through 9, Lee County Public Records, said section line bears N 01° 21' 19" W.


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

MWN/dh
21337(2)

 vac 2003-00047

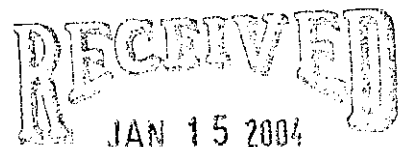
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Exhibit 'B'

April 4, 2003

DESCRIPTION

**PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning.

Parcel contains 30,875 square feet (0.71 acres), more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.

Michael W. Norman
Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

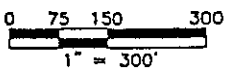
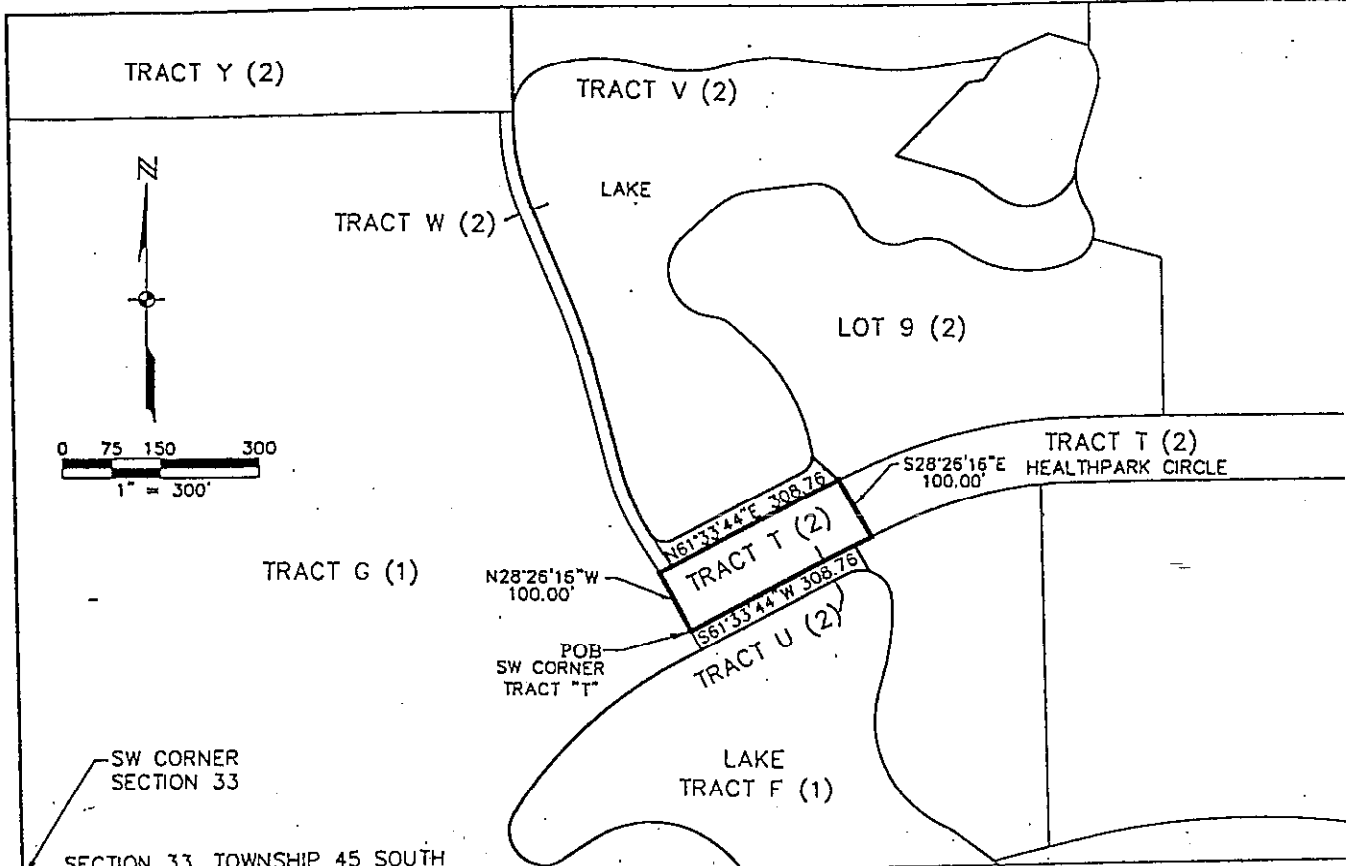
page 1 of 2

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ZONING COUNTER

Exhibit 'B'
page 2 of 2



SECTION 33, TOWNSHIP 45 SOUTH
SECTION 4, TOWNSHIP 46 SOUTH

- (1) HEALTHPARK FLORIDA WEST
PLAT BOOK 47, PAGES 1-9
- (2) PHASE 1-F, HEALTHPARK FLORIDA WEST
PLAT BOOK 53, PAGES 81-90

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE 1-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT "T" BEARS S61°33'44"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF BEGINNING
4. DESC. = DESCRIPTION
5. DESCRIPTION ATTACHED.

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ZONING COUNTY 2

THIS IS NOT A SURVEY

Michael U. Norman
MICHAEL U. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JUL 02 2003
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033882\TSKETCH.dwg (Sheet1) KLL Jul 02, 2003 - 4:00pm



2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/03/03	20033882	33-45-24	1" = 300'	1 OF 1

RELEASE OF INGRESS/EGRESS RIGHTS

The undersigned, as Owner of that certain real property described on Exhibit "A" attached hereto, hereby releases any and all ingress/egress rights in and to that portion of Tract "T", Phase I-F, HealthPark Florida West, Plat Book 53, Page 81, Public Records of Lee County, Florida, as more particularly described on Exhibit "B" attached hereto, which ingress/egress rights are granted to all present and future owners of Lots in said Plat pursuant to the dedication thereof. The execution and delivery of this Release shall in no wise affect the ingress/egress rights of the undersigned or its Mortgagees as to any other portion of the above-described Plat.

Dated this 7th day of April, 2003.

INC.
LEE MEMORIAL HOSPITAL, d/b/a
LEE HEALTHCARE RESOURCES

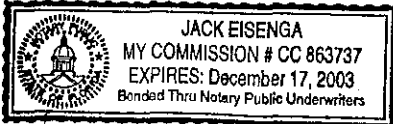
April Melotte
Witness
APRIL MELOTTE
Printed Name of Witness

John T. Beckett
By: JOHN T. BECKETT
Its: Chairman and CEO of the Board

Connie Hart
Witness
Connie Hart
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 7th day of April, 2003, by JOHN T. BECKETT as Chairman and CEO of LEE MEMORIAL HOSPITAL, INC. d/b/a LEE HEALTHCARE RESOURCES who is (X) personally known to me or who has () produced _____ as identification.



Jack Eisenga
Signature of Notary Public
Jack Eisenga
Printed Name of Notary Public

Commission Number: CC 863737
Commission Exp. Date: 12/17/03

JOHNSON ENGINEERING, INC.

FORT MYERS
NAPLES
PORT CHARLOTTE

ENGINEERS, SURVEYORS AND ECOLOGISTS

2158 JOHNSON STREET
TELEPHONE (941) 334-0046
TELECOPIER (941) 334-3681
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARL E. JOHNSON
1911-1968

July 14, 1997

EXHIBIT "A"

DESCRIPTION

A PARCEL IN
HEALTHPARK FLORIDA WEST
SECTION 4, T. 46 S, R. 24 E.
LEE COUNTY FLORIDA

A tract or parcel of land lying in Section 4, 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 (all of Tract "K" was vacated per Resolution No. 96-12-98, recorded in Official Record Book 2778 at Page 2966 said Public Records) and all of Lot 11 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 4 run $N 01^{\circ} 21' 19''$ 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 $N 88^{\circ} 52' 05''$ 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": $N 88^{\circ} 52' 05''$ E for 139.51 feet; $N 01^{\circ} 21' 19''$ W for 91.67 feet; $N 40^{\circ} 11' 34''$ E for 94.66 feet; $N 12^{\circ} 50' 16''$ W for 192.84 feet; $N 35^{\circ} 39' 59''$ W for 114.50 feet; $N 80^{\circ} 07' 08''$ W for 101.30 feet to the Northwest corner of said Tract "D"; thence continue, $N 80^{\circ} 07' 08''$ 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 $N 01^{\circ} 21' 19''$ W along said line for 1472.36 feet; thence departing said line run the following courses and distances: $N 88^{\circ} 38' 41''$ 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 $S 48^{\circ} 02' 39''$ W) (chord 114.48 feet) (delta $69^{\circ} 50' 20''$) for 121.89 feet to a point of compound curvature; Southerly along an arc of a curve to the left of radius 789.95 feet (chord bearing $S 03^{\circ} 56' 14''$ W) (chord 252.45 feet) (delta $18^{\circ} 23' 20''$) for 253.53 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 $S 76^{\circ} 17' 58''$ E) (chord 94.58 feet) (delta $142^{\circ} 05' 05''$) for 123.99 feet to a point of reverse curvature; Easterly along an arc of a curve to the right of radius 201.00 feet (chord bearing $N 73^{\circ} 01' 25''$ E) (chord 260.36 feet) (delta $80^{\circ} 43' 52''$) for 283.21 feet to a point of tangency; $S 66^{\circ} 36' 39''$ 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 $S 51^{\circ} 59' 00''$ E) (chord 101.01 feet) (delta $29^{\circ} 15' 19''$) for 102.12 feet to a point of tangency; $S 37^{\circ} 21' 20''$ 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 $N 82^{\circ} 17' 23''$ E) (chord 52.15 feet) (delta $120^{\circ} 42' 33''$) for 63.20 feet to a point of compound curvature; Northerly along an arc of a curve to the left of radius 150.00

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2003-000 47

CHAIRMAN
FORREST H. BANKS
PRESIDENT
STEVEN K. MORRISON

PARTNERS
CARL A. BARRACO
GARY R. BULL
DAN W. DICKEY
JOSEPH W. EBNER
ARCHIE T. GRANT, JR.
KENTON R. KEILING
W. DAVID KEY, JR.
W. BRITT POMEROY
ANDREW D. TILTON
KEVIN M. WINTER

ASSOCIATES
CHRISTOPHER D. HAGAN
PATRICIA H. NEWTON
MARK G. WENTZEL

CONSULTANT
LESTER L. BULSON

EXHIBIT "A"

HEALTHPARK FLORIDA WEST

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feet (chord bearing N 01° 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 N 26° 35' 43" E) (chord 44.87 feet) (delta 101° 22' 23") for 51.31 feet to a point of tangency; N 77° 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 S 88° 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 S 49° 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: S 14° 19' 12" E for 1.01 feet; S 28° 11' 55" E for 32.45 feet to a point of curvature; thence run Southerly departing said Westerly tract line along an arc of a curve to the right of radius 30.00 feet (chord bearing S 07° 46' 37" E) (chord 20.94 feet) (delta 40° 50' 36") for 21.39 feet to a point of tangency; S 12° 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 S 22° 21' 19" E) (chord 34.41 feet) (delta 70° 00' 00") for 36.65 feet to a point of tangency; S 57° 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 N 82° 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 N 46° 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 1171.60 feet (chord bearing N 48° 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 N 89° 26' 05" 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: S 47° 49' 54" E for 33.97 feet; S 37° 20' 12" E for 59.21 feet; S 18° 35' 49" E for 57.46 feet; S 15° 04' 16" E for 57.95 feet; S 16° 24' 32" E for 33.23 feet to a point of curvature; thence run Southwesterly departing said Westerly tract line along an arc of a curve to the right of radius 15.00 feet (chord bearing S 27° 31' 03" W) (chord 20.81 feet) (delta 87° 51' 09") for 23.00 feet to a point of tangency; S 71° 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 S 62° 02' 39" W) (chord 16.33 feet) (delta 18° 47' 56") for 16.41 feet to a point of tangency; S 52° 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 S 12° 21' 19" E) (chord 54.38 feet) (delta 130° 00' 00") for 68.07 feet to a point of tangency; S 77° 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

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(chord bearing S 49° 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: S 22° 11' 05" E for 3.52 feet; S 35° 58' 12" E for 54.21 feet; S 41° 33' 27" E for 6.09 feet to a point of curvature; thence run Southeasterly departing said Westerly tract line along an arc of a curve to the right of radius 30.00 feet (chord bearing S 31° 24' 09" E) (chord 10.58 feet) (delta 20° 18' 37") for 10.63 feet to a point of tangency; S 21° 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 S 01° 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 S 52° 11' 28" W) (chord 31.98 feet) (delta 54° 21' 41") for 33.21 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 30.00 feet (chord bearing S 58° 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 S 41° 02' 34" W) (chord 71.18 feet) (delta 07° 32' 38") for 71.23 feet to a point of reverse curvature; Southerly along an arc of a curve to the left of radius 30.00 feet (chord bearing S 03° 26' 54" E) (chord 44.77 feet) (delta 96° 31' 35") for 50.54 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 249.50 feet (chord bearing S 42° 33' 59" E) (chord 79.31 feet) (delta 18° 17' 25") for 79.65 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the left of radius 12.50 feet (chord bearing S 56° 52' 10" E) (chord 9.95 feet) (delta 46° 53' 45") for 10.23 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 87.50 feet (chord bearing S 56° 19' 13" E) (chord 71.17 feet) (delta 47° 59' 39") for 73.29 feet to a point of tangency; S 32° 19' 23" E for 20.67 feet to 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: S 06° 54' 34" E for 12.53 feet; S 40° 22' 07" E for 26.24 feet; S 67° 48' 00" E for 27.22 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 S 08° 18' 32" W along the Westerly line of said Tract "P" 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 to the right of radius 650.00 feet (chord bearing S 81° 39' 58" W) (chord 131.49 feet) (delta 11° 36' 36") for 131.71; thence departing said ROW line run the following courses and distances: N 22° 33' 59" W for 4.42 feet to the beginning of a curve; Northwesterly along an arc of a curve to the left of radius 449.50 feet (chord bearing N 27° 26' 39" W) (chord 76.44 feet) (delta 09° 45' 19") for 76.53 feet to a point of reverse curvature; Northwesterly

HEALTHPARK FLORIDA WEST

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along an arc of a curve to the right of radius 40.00 feet (chord bearing N 27° 00' 41" W) (chord 7.40 feet) (delta 10° 37' 15") for 7.41 feet to a point of tangency; N 21° 42' 03" W for 65.37 feet to a point of curvature; Northwesterly along an arc of a curve to the left of radius 10.00 feet (chord bearing N 27° 51' 45" W) (chord 2.15 feet) (delta 12° 19' 24") for 2.15 feet to a point of compound curvature; Northwesterly along an arc of a curve to the left of radius 150.50 feet (chord bearing N 42° 16' 58" W) (chord 43.24 feet) (delta 16° 31' 03") for 43.39 feet to a point of compound curvature; Westerly along an arc of a curve to the left of radius 25.00 feet (chord bearing S 87° 55' 58" W) (chord 33.15 feet) (delta 83° 03' 04") for 36.24 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 251.94 feet (chord bearing S 63° 45' 39" W) (chord 150.29 feet) (delta 34° 42' 26") for 152.61 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 120.00 feet (chord bearing S 61° 50' 54" W) (chord 79.19 feet) (delta 38° 31' 55") for 80.70 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 355.00 feet (chord bearing S 44° 30' 45" W) (chord 23.91 feet) (delta 03° 51' 37") for 23.92 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 35.00 feet (chord bearing S 03° 51' 56" W) (chord 47.36 feet) (delta 85° 09' 15") for 52.02 feet to a point of reverse curvature; Southerly along an arc of a curve to the right of radius 388.17 feet (chord bearing S 06° 56' 09" W) (chord 555.12 feet) (delta 91° 17' 40") for 618.51 feet to a point of compound curvature; Southwesterly along an arc of a curve to the right of radius 100.00 feet (chord bearing S 63° 48' 54" 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 S 80° 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 N 60° 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 N 74° 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 S 66° 52' 15" W) (chord 82.89 feet) (delta 18° 36' 15") for 83.26 feet to a point of tangency; S 76° 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 S 88° 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 S 40° 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 S 09° 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 S 81° 29' 05" W)

HEALTHPARK FLORIDA WEST

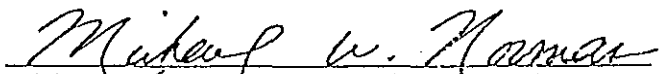
July 14, 1997

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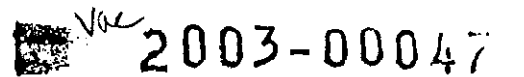
(chord 44.56 feet) (delta 88° 14' 55") for 49.29 feet to a point of tangency; N 54° 23' 28" W for 30.05 feet to a point of curvature; Westerly along an arc of a curve to the left of radius 35.00 feet (chord bearing S 83° 15' 31" W) (chord 47.16 feet) (delta 84° 42' 03") for 51.74 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the right of radius 121.00 feet (chord bearing S 51° 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 S 26° 50' 33" W) (chord 58.99 feet) (delta 72° 17' 38") for 63.09 feet to a point of tangency; S 09° 18' 16" E for 6.89 feet; S 81° 00' 52" W for 11.99 feet to an intersection with the Easterly curved line of former Tract "K" as shown on said plat of "HealthPark Florida West"; thence run S 88° 38' 14" W departing said tract line 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 N 01° 21' 46" W along said west line for 525.60 feet to the point of beginning.

Total area contains 2,076,446 square feet (47.67 acres), more or less.

Bearings hereinabove mentioned are base on the West line of Section 4, Township 46 South, Range 24 East as shown on the plat of "HealthPark Florida West" as recorded in Plat Book 47 at Pages 1 through 9, Lee County Public Records, said section line bears N 01° 21' 19" W.


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

MWN/dh
21337(2)


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ZONING COMMISSION

Exhibit 'B'

April 4, 2003

DESCRIPTION


**PART OF TRACT "T" PHASE I-F
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East being a part of Tract "T" as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Tract "T" as shown on said Phase I-F, HealthPark Florida West Plat run N 28° 26' 16" W along the southwesterly line of said Tract "T" (HealthPark Circle) for 100.00 feet to the northwest corner of said Tract "T"; thence run N 61° 33' 44" E along the north line of said Tract "T" for 308.76 feet; thence run S 28° 26' 16" E departing said north line for 100.00 feet to an intersection with the south line of said Tract "T"; thence run S 61° 33' 44" W along the south line of said Tract "T" for 308.76 feet to the Point of Beginning. Parcel contains 30,875 square feet (0.71 acres), more or less.

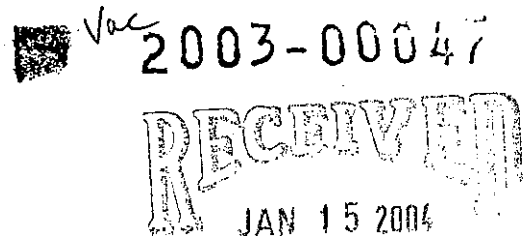
~~SUBJECT TO easements, restrictions and reservations of record.~~

Bearings hereinabove mentioned are based on Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida wherein the south line of Tract "T" as shown on said plat bears S 61° 33' 41" W.

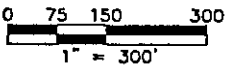
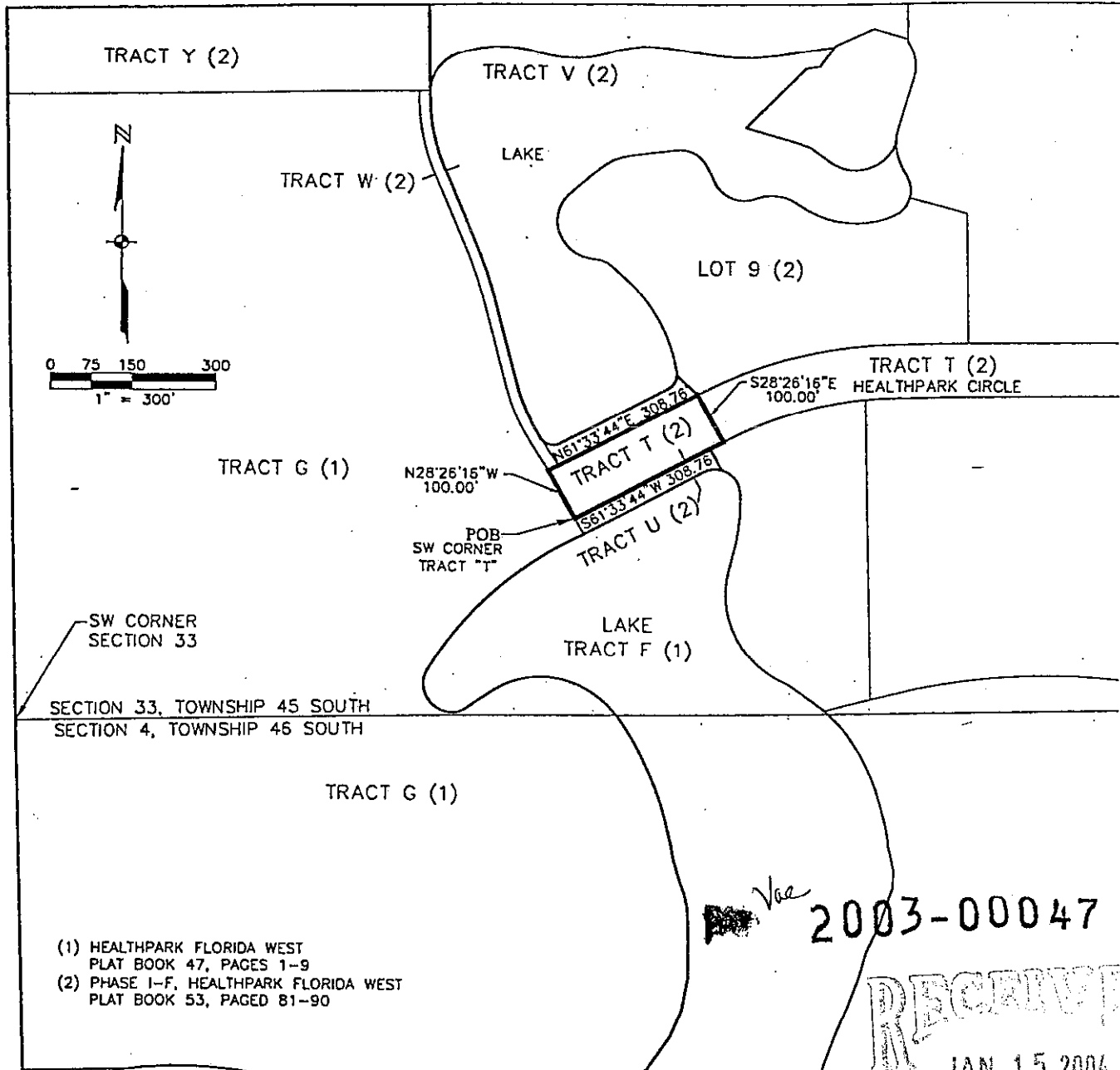

Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

page 1 of 2

20033882/Description 040403



ZONING COUNTER



SECTION 33, TOWNSHIP 45 SOUTH
SECTION 4, TOWNSHIP 46 SOUTH

- (1) HEALTHPARK FLORIDA WEST
PLAT BOOK 47, PAGES 1-9
- (2) PHASE I-F, HEALTHPARK FLORIDA WEST
PLAT BOOK 53, PAGES 81-90

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 53, PAGES 81-90, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE SOUTH LINE OF TRACT "T" BEARS S61°33'44"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF BEGINNING
4. DESC = DESCRIPTION
5. DESCRIPTION ATTACHED.

Vee 2003-00047

RECEIVED
JAN 15 2004

ZONING COUNTY

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JUL 02 2003
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033882\SKETCH.dwg (Sheet1) KLL Jul 02, 2003 - 4:00pm

JOHNSON ENGINEERING

2158 JOHNSON STREET
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E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/03/03	20033882	33-45-24	1" = 300'	1 OF 1