

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a Petition to Vacate a 15-foot wide Public Utility Easement at the southernmost portion of Tract "V" and 10-foot wide Public Utility Easement at the northernmost portion of Tract "U" within HealthPark, Florida 33908, and adopt a resolution, setting a Public Hearing for 5:00 PM on the 9th day of March, 2004. (Case No. VAC2003-00071)

WHY ACTION IS NECESSARY: To construct a private entry feature at the entrance to a proposed residential subdivision. **The vacation of this easement within the platted portions of Tract "U" and "V" will not alter existing utility conditions and the easement is not necessary to accommodate any future utility requirements.**

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

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 1

04

C4B

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, VAC2003-00071 was submitted by Johnson Engineering as the agent for Lee Health Ventures, Inc.

LOCATION: Petition No. VAC2003-00071 proposes to vacate a 15-foot wide Public Utility Easement at the southernmost portion of Tract "V" and 10-foot wide Public Utility Easement at the northernmost portion of Tract "U". 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 33908. 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. 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 <i>ADM 2/9/04</i>				G County Manager
					OM	Risk	GC		
<i>Mary Gibbs</i>	N/A	N/A	N/A	<i>John Johnson 1-30-04</i>	<i>AD 2/3/04</i>	<i>MS 2/3/04</i>	<i>MS 2/3/04</i>	<i>AS 2/3/04</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/29/04*
Time: *1:00*
[Signature]
1/30/04 1PM

RECEIVED BY
COUNTY ADMIN: *[Signature]*
11/30/04
2:40 pm SLT
COUNTY ADMIN
FORWARDED TO: *[Signature]*
2/5/04 no dn

PETITION TO VACATE

Case Number: Vac 2003-00071

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 S. HealthPark Circle Fort 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,

By: 
Petitioner Signature

Douglas A. Dodson, President
Printed Name

By: _____
Petitioner Signature

Printed Name

EXHIBIT "A"
VAC 2003-00071
Page One of Two
July 3, 2003

DESCRIPTION

VACATION OF PART OF A 15 FOOT UTILITY EASEMENT PHASE I-F, HEALTHPARK FLORIDA WEST SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

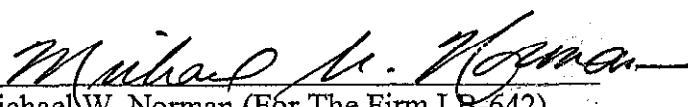
A strip of land 15 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being a part of a 15 Foot Utility Easement lying within Tract "V" and Tract "W" as shown on the Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which strip of land is described as follows:

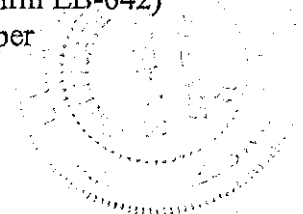
From the corner common to the northwest corner of Tract "T" with the southwest corner of Tract "W" as shown on said plat, run N 33° 03' 36" W along the west line of said Tract "W" for 15.05 feet to an intersection with a line that is 15.00 feet north of (as measured on perpendicular) and parallel with the north line of said Tract "T"; thence run N 61° 33' 44" E along said parallel line for 304.69 feet to an intersection with the east line of Tract "V" as shown on said plat; thence run S 47° 48' 20" E along said tract line for 15.90 feet to an intersection with the north line of said Tract "T"; thence run S 61° 33' 44" W along the north line of said tract also being the south line of Tract "V" and Tract "W" for 308.76 feet to the Point of Beginning.

Parcel contains 4,601 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



20033872/15' Utility Easement 070303

EXHIBIT "A"

VAC.2003 - 00071

Page Two of Two

July 3, 2003

DESCRIPTION

**VACATION OF A 10 FOOT UTILITY EASEMENT
PHASE I-F, HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

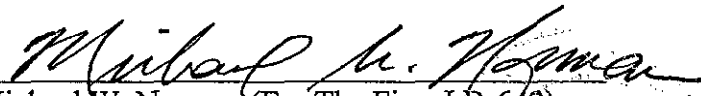
A strip of land 10 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being all of a 10 Foot Wide Utility Easement as shown on the plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which strip of land is described as follows:

From the corner common to the southwest corner of Tract "T" with the northwest corner of Tract "U" as shown on said plat, run the following courses and distances along the perimeter of said 10 Foot Utility Easement: N 61° 33' 44" E for 281.10 feet along the line common to Tracts "U" and "T" to the northeast corner of said Tract "U"; thence run S 28° 26' 16" E along said easement for 10.00 feet; thence run S 61° 33' 44" W along a line that is 10.00 feet south of (as measured on perpendicular) and parallel with the south line of said Tract "T" for 281.10 feet to an intersection with the west line of said Tract "U"; thence run N 28° 26' 16" W for 10.00 feet to the Point of Beginning.

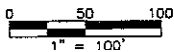
Parcel contains 2,811 square feet, more or less.

~~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





15-foot wide utility easement to be vacated

TRACT G (1)

TRACT W (2)

TRACT V (2)

LAKE

20' LAKE MAINTENANCE EASEMENT

LOT 9 (2)

15' UTILITY EASEMENT (PB 53, PG 81-90)

HEALTHPARK CIRCLE

10' UTILITY EASEMENT (OR 2812, PG 1997)

PARCEL G-1

PARCEL G-2

20' LAKE MAINTENANCE EASEMENT

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.

POB-PARCEL 1
NW CORNER TRACT "T"
SW CORNER TRACT "W"

POB-PARCEL 2
SW CORNER TRACT "T"
NW CORNER TRACT "U"

10-foot wide utility easement to be vacated

LAKE
TRACT F (1)

TRACT T (2)

TRACT U (2)

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.05	N33°03'36\"
L2	15.90	S47°48'20\"
L3	10.00	N28°26'16\"
L4	10.00	S28°26'16\"

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

EXHIBIT "B"
VAC.2003-00071

THIS IS NOT A SURVEY

Michael W. Normane

MICHAEL W. NORMANE (OR THE FIRM) IS A
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4590

DATE SIGNED: OCT 29 2003

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

UTILITY EASEMENT VACATIONS
PHASE 1-F 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) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/01/03	20033872	33-45-24	1" = 100'	1 OF 1

S:\033872\EASE\SKETCH.dwg (SHEET2) KLL Oct 30, 2003 - 9:01am

Exhibit "C"

Petition to Vacate

VAC2003-00071

[Page One of Two]

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 Account 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

Exhibit "C"

Petition to Vacate VAC2003-00071

[Page Two of Two]

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.

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View Account for Tax Year:
 Save as File Extensive Search
 View file format.



Your search for 334524030000G0000 has returned 6 result(s).

Account	Tax Year	Owner Name/ Address	Status/ Outstanding Balance	
33-45-24-03-0000G.0000	2003	LEE HEALTH VENTURES INC HEALTHPARK CIR	PAID	<input type="button" value="Details"/>
33-45-24-03-0000G.0000	2002	LEE HEALTH VENTURES INC HEALTHPARK CIR	PAID	<input type="button" value="Details"/>
33-45-24-03-0000G.0000	2001	LEE HEALTH VENTURES INC HEALTHPARK CIR	PAID	<input type="button" value="Details"/>
33-45-24-03-0000G.0000	2000	LEE HEALTH VENTURES INC HEALTHPARK CIR	PAID	<input type="button" value="Details"/>
33-45-24-03-0000G.0000	1999	LEE HEALTH VENTURES INC HEALTHPARK CIR	PAID	<input type="button" value="Details"/>
33-45-24-03-0000G.0000	1998	LEE HEALTH VENTURES INC	PAID	<input type="button" value="Details"/>

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

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150.00 net.

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

PREAMBLE 3248670

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.

DR2320 PG0726

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.

RECORD VERIFIED: CHARIS GREEN, CLERK
FL. A. TARRANT, D.C. 8

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

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"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

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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

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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.

DR 2320 P50729

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.

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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

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pay to the Association (a) annual assessments and (b) special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with those additional costs and charges set forth in Section 3.8 of this Article, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment shall also be the personal obligation of the person or entity who owned the Lot at the time the assessment fell due, and, in addition, such obligation shall run with the land and pass to the successors in title of such person or persons unless expressly waived by Declarant.

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

- A. Maintenance and repair of the common area, easements, and appurtenances, subject to all then current Lee County Ordinances.
- B. Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area (but not for any individual Lot).
- C. Acquisition of personalty and equipment for the common area as may be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for maintenance and use of the common areas.
- D. Operation and maintenance of the surface water management system, and all components thereof.
- E. Hazard and flood insurance (if applicable) covering the full insurable replacement value of the common area with extended coverage.
- F. Liability insurance insuring the Association against any and all liability to the Public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

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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.

0R2320 PG0732

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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

DR 2320 PG0733

Help

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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.

Doc 2320 pg0734

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

PM 2320 Pg0735

Help

ZoomIn	ZoomOut	Best Fit	Fit To Width	Fit To Height	Rotate
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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

OR2320 P60736

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

OR2320 PG0737

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

OR2320 Pg0738

Help

ZoomIn	ZoomOut	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

DR2320 pg0739

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

Help

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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

DR2320 PG0740

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

DR2320 PG0741

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 of 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

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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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Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

OR 2320 PG 0743

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

Help

ZoomIn	ZoomOut	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

OR2320 PG0744

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.

Help

ZoomIn	ZoomOut	Best Fit	Fit To Width	Fit To Height	Rotate
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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,

OR 2320 pg0745

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

OR 2320 pg0746

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

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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: (a) 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, 18201 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,

OR2320 Pg0747

Help

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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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.

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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

Help

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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.

OR 2320 PG0749

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

DR2320 PG0750

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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,

DR2320 P60751

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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,

OR 2320 PG0752

[Help](#)

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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

OR 2320 PG0753

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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.

OR2320 P60754

Help

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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.

OR 2320 PG0755

J. W. Clamer
Pauline Wiley
 As to the Declarant

LEE HEALTH VENTURES, INC.,
 A Florida Corporation,

By: [Signature]
 President

Declarant (SEAL)

J. W. Clamer
Pauline Wiley
 As to Hospital Board

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

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]
 HUMPHREYS & KNIGHT, P.A.

Help

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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.

OR2320 PG0756

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 03/31/93

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, Lola 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

Help

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OR2320 Pg0757

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 89° 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 2845.67 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 33 (ALSO BEING THE CENTERLINE OF BASS ROAD) (50 FEET WIDE); THENCE RUN S 01° 02' 25" E ALONG THE EAST LINE OF SAID FRACTION (ALSO BEING THE CENTERLINE OF BASS ROAD) FOR 1323.84 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST; THENCE RUN S 01° 16' 30" E ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW-1/4) OF SECTION 4 FOR 2183.78 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (C.R. NO. 889) (325 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° 30' 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 1056.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 4; THENCE RUN N 01° 21' 19" W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW -1/4) OF SECTION 4 FOR 2647.03 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CONTAINING 268.79 ACRES MORE OR LESS.

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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:

OR 2320 Pg 0758

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	<u>3,309,352</u>	<u>63.01%</u>
Total Useable Land	5,252,376	100.00%

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

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RETURN TO:
 Name: Jay A. Brett
 Address: P.O. Drawer 400
 Fort Myers, Florida 33902

3160138

This Instrument Prepared By:
 Jay A. Brett
 SHEPPARD, BRETT & STEWART, P.A.
 Attorneys at Law
 2121 West First Street
 P. O. Drawer 400
 Fort Myers, Florida 33902

Doc. No. 3160138
 3
M. Robinson
 County Clerk

11.50
 60
 \$30.10

Grantee Name and S.T.#

Grantee Name and S.T.#

OR2279 PG2579

THIS WARRANTY DEED, made this 11th day of February, 1992, between LEE FF, INC., a Florida Corporation, whose mailing address is: 16201 Bass Road, Fort Myers, Florida 33908, of the County of Lee, in the State of Florida, party of the first part, and LRS HEALTH VENTURES, INC., a Florida Corporation, whose mailing address is: 16201 Bass Road, Fort Myers, Florida 33908, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD & VALUABLE CONSIDERATION-----to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

All of that certain real property described on Schedule "A" attached hereto and made a part hereof by reference which is located in Section 4, Township 46 South, Range 24 East, Lee County, Florida, LESS AND EXCEPT that certain property described on Schedule "B" attached hereto and made a part hereof by reference, which Schedule "B" property is owned by Hospital Board of Directors of Lee County, d/b/a Lee Memorial Hospital.

SUBJECT to taxes for the calendar year 1992, assessments, restrictions and reservations of record, if any.

THIS CONVEYANCE IS A TRANSFER OF REAL PROPERTY BY A CORPORATION TO ITS WHOLLY OWNED SUBSIDIARY AND DOES NOT REQUIRE THE PAYMENT OF FLORIDA DOCUMENTARY STAMPS.

Property Appraiser's Parcel Identification Number:

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

LEE FP, INC.,
a Florida Corporation

BY: *Douglas A. Dodson*
Douglas A. Dodson, President

Penny Johnson Hone
Witness Signature

PENNY JOHNSON HONE
Printed Signature of Witness

Amy E. Baker
Witness Signature

AMY E. BAKER
Printed Signature of Witness

OR2279 PG2580

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11th day of April, 1992 by DOUGLAS A. DODSON, President of Lee FP, Inc., a Florida Corporation, on behalf of the corporation, who is personally known to me or who has produced N/A as identification and who did take (did not) an oath.

Penny Johnson Hone
Signature Notary Public
PENNY JOHNSON HONE
Printed Signature of Notary Public



NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES DEC. 15, 1995
PENNY JOHNSON HONE

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SCHEDULE "A"

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 1324.07 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 00 03'03"E ALONG THE NORTH LINE OF THE SOUTH HALF (S-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 33 FOR 2645.07 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) 100 FEET WIDE; THENCE RUN S 01 02'25"E ALONG THE EAST LINE OF SAID FRACTION (ALSO BEING THE CENTERLINE OF BASS ROAD) FOR 1323.04 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 2103.70 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SWINERLIN ROAD (C.R. NO. 059) (225 FEET WIDE); THENCE RUN S 44 17'25"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR 513.70 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE CURVED RIGHT-OF-WAY LINE OF SAID SWINERLIN ROAD TO THE RIGHT OF RADIUS 2754.79 FEET (DETLA 20 22'29") (CORD BEARING S 54 20'30"W) (CORD 974.47) FOR 979.02 FEET TO A POINT OF TANGENCY; THENCE RUN S 04 39'53"W CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SWINERLIN ROAD FOR 1692.40 FEET TO A JOG IN THE RIGHT-OF-WAY LINE OF SAID SWINERLIN ROAD; THENCE RUN N 25 20'07"W ALONG SAID JOG FOR 10.00 FEET; THENCE RUN S 04 39'53"W ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SWINERLIN ROAD FOR 10.70 FEET TO AND INTERSECTION WITH THE WEST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST; THENCE RUN N 01 21'40"W ALONG SAID WEST LINE OF SECTION 4 FOR 1086.33 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 260.79 ACRES MORE OR LESS.

DR2279 PG2581



SCHEDULE "B"

Tract B, HEALTHPARK FLORIDA WEST SUBDIVISION, as the same is recorded in the Office of the Clerk of the Circuit Court for Lee County, Florida in Plat Book 47, Page 1 through 9, inclusive.

0R2279 Pg2582

CHARLIE DELLH LEE CIV FL
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NEWS-PRESS
 Published every morning — Daily and Sunday
 Fort Myers, Florida

Affidavit of Publication

Below the undersigned authority, personally appeared _____
Brenda Leighton

Who on oath says that he/she is the _____
Legal Coordinator of the News-Press, a

daily newspaper, published at Fort Myers, in Lee County, Florida; that the
attached copy of advertisement, being a _____
Notice

in the name of _____ **Notice of**
Vacating

in the _____ Court

was published in said newspaper in the issue of _____
Dec. 16, 1992

Affiant further says that the said News-Press is a paper of general circulation
daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at
Fort Myers, in said Lee County, Florida and that said newspaper has heretofore
been continuously published in said Lee County, Florida, each day, and has
been detained as a second class mail matter at the post office in Fort Myers in
said Lee County, Florida, for a period of one year next preceding the last
publication of the attached copy of the advertisement; and affiant further says
that he/she has neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Brenda Leighton

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this
16th day of _____

December 19 **92** by

Brenda Leighton

who is personally known to me _____

as identification, and who has acknowledged to me _____

Notary Public *Sherry McDowell*

Print Name **Sherry McDowell**

My Commission Expires: **Notary Public, State of Florida**

My Commission Expires Jan. 3, 1994
Issued This Day Only - Inactive Fee

CLASS # _____

3313527

NOTICE OF VACATING
TO WHOM IT MAY CONCERN
 Notice is hereby given that certain property located in Section 22, Township 21 South, Range 21 East, Lee County, Florida and more particularly described as follows:
 Part of Township Florida West, according to the plat thereof as recorded in Plat Book of Pages, Public Records of Lee County, Florida, has been closed and vacated by Resolution of the Board of County Commissioners of Lee County, Florida on the 16th day of December, 1992.
BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
 BY: Director, Department of Community Development
 P.O. 20025
 Corolla, Fla. 32906

OR 2350 PG0281

RECORD VERIFIED - CHARLES GREEN, CLERK
BY: HELEN CARROLL, D.C.

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RESOLUTION 192-12-04

Closing or vacating the following described easements and/or parcels:

Tract 1 of Healthpark Florida West, according to the plat thereof, as recorded in Plat Book 47, Pages 1-9, Public Records of Lee County, Florida.

0A2350 REQ282

WHEREAS, a Petition was heretofore filed with the Board of County Commissioners on the 28th day of October, 19 92, by Lee Home Ventures, Inc. and

WHEREAS, the said Petitioner prayed for the closing and vacating certain easements and/or parcels described above, and

WHEREAS, Proof of Publication of Notice of Hearing to be held on the 28th day of December, 19 92, was duly made and filed with the Board and is in conformity with the law and does give notice of the filing of said Petition praying for the vacation of certain property described above; and

WHEREAS, pursuant to said Notice of Hearing, a Public Hearing was held on the 28th day of December, 19 92, and it appearing that there was no objection to the closing of said easements and/or parcels as described above and said easements and/or parcels have no use or value to the general public;

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

1. That the property described hereinabove be and the same is hereby vacated and closed.
2. That the Notice of Vacating said property will be published hereafter, as required by law.
3. The foregoing proceeding, including the Petition to vacate, the Notice of Public Hearing and this Resolution, together with the Notice of Vacating of the aforesaid property be recorded in the Public Records of Lee County, Florida, as required by law.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of County Commissioners of Lee County, Florida this 28th day of December, 19 92.

[Signature]
Clerk of the Circuit Court
of Lee County, Florida.

[Signature]
Chairman, Board of County
Commissioners of Lee County,
Florida.

(0561N/4) APPROVED AS TO FORM

[Signature]
OFFICE OF COUNTY ATTORNEY

5:05 #1
12/28/92

Zoom In	Zoom Out	Best Fit	Fit To Width	Fit To Height	Rotate
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12-9-92
5:05 (1)

002350.000283

NEWS-PRESS
Published every morning — Daily and Sunday
Fort Myers, Florida
Affidavit of Publication

Before the undersigned authority, personally appeared
Brenda Leighton
who on oath says that he/she is the
Legal Coordinator of the News-Press, a
daily newspaper, published at Fort Myers, in Lee County, Florida; that the
attached copy of advertisement, being a
Notice of Public Hearing
in the matter of
Vacate 92-17
is the
Court
was published in said newspaper in the issues of
Nov. 23, 30, 1992

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County, Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the last publication of the attached copy of the advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or reward for the purpose of securing the advertisement for publication in the said newspaper.

Brenda Leighton

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this
30th day of
November 1992 by
Brenda Leighton

who is personally known to me or who has produced

as identification, and who did or did not take an oath.

Notary Public
Sherry McNewell
Print Name

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 3, 1994
S-228-16
Served This Day Fully - Instrument No.

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE
TO ALL PERSONS INTERESTED:
You are hereby notified that a Petition has been filed with the Board of County Commissioners of Lee County, Florida by the property owner to vacate the following street: Lee County, Florida, according to the plan thereof as recorded in Plat Book of Pages of Public Records of Lee County, Florida.
Notice is further given that a Public Hearing will be held upon said Petition on the Board of County Commissioners of Lee County, Florida at the County Court House, Fort Myers, Florida, on December 9, 1992, at 9:00 AM. All persons who wish to be heard on this matter should appear at the hearing on December 9, 1992, at 9:00 AM.
CLERK OF COURT
LEE COUNTY, FLORIDA
NEW BRICK CO. INC. 1992

CHARLE GREEN LEE CIV. FL.
92 DEC 28 AM 8:54

FILED

DEC 09 1992

CLERK CIRCUIT COURT
FROM *Bill Sullivan*
5:05pm (1)



RECEIVED

AUG - 4 2003

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

August 1, 2003

Johnson Engineering
P.O. Box 1550
Fort Myers, Florida 33902-1550

Attn: Anthony Garn

RE: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 South, Range 24 East

Dear Mr. Garn:

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 15' utility easement at the southernmost portion of Tract V and the 10" utility easement at the northernmost portion of Tract U. Both easements are 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

A handwritten signature in cursive script that reads "Jack H. Mitchell".

Jack H. Mitchell
Network Engineer I

cc: File

July 23, 2003

Ms. Denise Grabowski
Sprint United Telephone
P.O. Box 370
Fort Myers, Florida 33902-0370

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms. Grabowski:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Ms. Denise Grabowski
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING

A handwritten signature in black ink, appearing to read 'Anthony Garn', with a long horizontal flourish extending to the right.

Anthony Garn

ajg/20033872



RECEIVED

SEP 03 2003

Florida Power & Light Company
JOHNSON ENGINEERING

September 1, 2003

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

Re: Proposed Vacation of Public Easement, HealthPark Florida West

FPL would have 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 HeathPark 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 as long as a new 10-foot FPL easement is granted for the existing facilities. The parcel I.D. and description of the easement would need to be provided by the owner of the property. Attached is FPL's standard easement form to be signed, notarized and recorded at Lee County Clerk of Court. Please return the recorded easement to me at 15834 Winkler Road, Fort Myers, FL 33908.

If you have any question, please call me at (941) 415-1329.

Sincerely,

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

Jane Gunter
Customer Project Manager

EASEMENT

This Instrument Prepared By

Sec. 33 , Twp 45 S, Rge 24 E

Name: Jane Gunter

Parcel I.D. #

Co. Name: FPL Co.

33-45-24-04-00000.0000

Address 15634 Winkler Road

(Maintained by County Appraiser)

Fort Myers, FL 33908

pg 1 of

Form 3722 (Stocked) Rev. 7/94



INSTR # 5996791

Official Records BK 04082 PG 2721

RECORDED 10/06/2003 09:41:00 AM

CHARLIE GREEN, CLERK OF COURT

LEE COUNTY

RECORDING FEE 15.00

DEED DOC 0.70

DEPUTY CLERK L Parent



The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

SEE EXHIBIT A.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on OCTOBER 1, 2003.

Signed, sealed and delivered in the presence of:

LEE HEALTH VENTURES, INC.
(Corporate's name)

April Melotte
(Witness' Signature)

By:

John T. Beckett
(President's signature)

Print Name **APRIL MELOTTE**
(Witness)

Print Name: **JOHN T. BECKETT, CHAIRMAN**

Print Address: **9800 S. HEALTHPARK DR. - SUITE 208
FORT MYERS, FL 33908**

Joyce Adrian
(Witness' Signature)

Attest:

Albert B. Winchell
(Secretary's signature)

Print Name **JOYCE ADRIAN**
(Witness)

Print Name: **ALBERT B. WINCHELL**

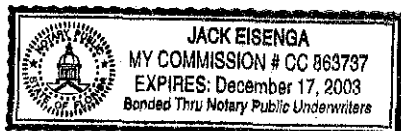
Print Address: **9800 S. HEALTHPARK DR. - SUITE 208
FORT MYERS, FL 33908**

(Corporate Seal)



STATE OF FLORIDA AND COUNTY OF LEE. The foregoing instrument was acknowledged before me this 1st day of OCTOBER, 2003 by JOHN T. BECKETT, and ALBERT WINCHELL respectively the CORPORATE President and CORPORATE Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:



Jack Eisenga
Notary Public, Signature

Print Name **JACK EISENGA**



September 15, 2003

DESCRIPTION

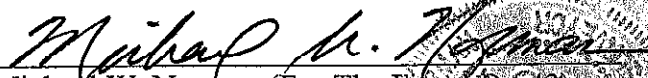
**FLORIDA POWER AND LIGHT EASEMENT (10 FEET WIDE)
HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

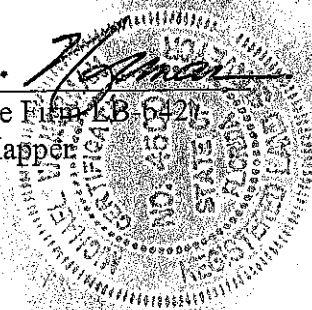
A strip of land 10 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being a part of Tracts "V" and "W" as shown on the Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, and a part of Tract "G" as shown on the Plat of HealthPark Florida West as recorded in Plat Book 47 at Pages 1 through 9, Public Records of Lee County, Florida which strip of land is described as follows:

From the southerly most corner of Lot 9 as shown on said Phase I-F Plat, run S 61° 33' 44" W along the south line of said Tracts "V" and "W" and their southwesterly prolongation for 359.49 feet; thence run S 37° 40' 24" E for 117.62 feet; thence run S 52° 19' 36" W for 10.00 feet; thence run N 37° 40' 24" W for 129.38 feet; thence run N 61° 33' 44" E along a line that is 10 feet north of (as measured on a perpendicular) and parallel with the south line of said Tract "V" for 367.73 feet to an intersection with the westerly line of said Lot 9; thence run S 47° 48' 20" E along said lot line for 10.60 feet to the Point of Beginning
Parcel contains 4,871 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 "V" bears S 61° 33' 44" W.


Michael W. Norman (For The Firm KB-6421)
Professional Surveyor and Mapper
Florida Certificate No. 4500



20033872/FPL Easement (10 feet wide) 091503

Official Records BK 04082 PG 2722

July 23, 2003

Ms. Jane Gunter
Florida Power & Light Company
15834 Winkler Road
Fort Myers, Florida 33908

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms. Gunter:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

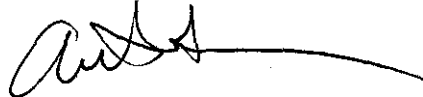
If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Ms. Jane Gunter
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING

A handwritten signature in black ink, appearing to read 'Anthony Garn', with a long horizontal flourish extending to the right.

Anthony Garn

ajg/20033872

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



RECEIVED
AUG - 1 2003
JOHNSON ENGINEERING

July 31, 2003

Anthony Garn
Johnson Engineering
2158 Johnson Street
Fort Myers, Florida 33902-1550

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Mr. Garn:

This letter will serve to inform you that Comcast has no objection to your proposed vacation of utility easement, of the above referenced property.

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



July 23, 2003

Ms. Lucia Vera
Comcast
301 Tower Road
Naples, Florida 34113

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms. Vera:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Ms. Lucia Vera
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING

A handwritten signature in black ink, appearing to read 'Anthony Garn', with a long horizontal flourish extending to the right.

Anthony Garn

ajg/20033872



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

January 15, 2004

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

Anthony Garn
Johnson Engineering, Inc.
2158 Johnson Street
Fort Myers, Fl. 33901-1550

SUBJECT: PETITION TO VACATE A 15' UTILITY EASEMENT AT THE SOUTHERNMOST PORTION OF TRACT 'V' AND A 10' UTILITY EASEMENT AT THE NORTHERNMOST PORTION OF TRACT 'U' LOCATED WITHIN HEALTHPARK FLORIDA, PHASE I-F A SUBDIVISION RECORD IN PLAT BOOK 53 AT PAGE 81-90

Dear Mr. Garn:

Lee County Utilities is in receipt of your fax and associated attachments concerning the Petition to vacate two existing Utility Easements as described in your fax of January 15th, 2004. 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
Senior Engineering Tech.
UTILITIES ENGINEERING

VIA FACSIMILE

S:\UTILS\Engr\MMML\LETTERS\VACATION\GENERAL\HEALTHPARK FLORIDA WEST- TRACT T UTILITY EASEMENT.doc

July 23, 2003

Ms. Terry Kelley
Lee County Environmental Services
Utilities Division
1500 Monroe Street, 3rd Floor
Fort Myers, Florida 33901

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms. Kelley:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Ms. Terry Kelley
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING

A handwritten signature in black ink, appearing to read 'Anthony Garn', with a long horizontal flourish extending to the right.

Anthony Garn

ajg/20033872



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8440

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

January 16, 2004

ATTN: ANTHONY GARN
JOHNSON ENGINEERING
2158 JOHNSON ST.,
P.O. BOX 1550,
FORT MYERS, FL 33902

Re: VAC2003-00071 - Petition to vacate a 15-foot wide Public Utility Easement (Tract "V") and 10-foot wide Public Utility Easement (Tract "U"), as recorded in Plat Book 53 at Pages 81-90 of the Public Records of Lee County, Florida

Dear Mr. Garn:

You have indicated that the developer wants to build a private entry feature at the entrance to a proposed residential subdivision; you request to eliminate the 15-foot wide Public Utility Easement at the southernmost portion of Tract "V" and 10-foot wide Public Utility Easement at the northernmost portion of Tract "U" within HealthPark, Florida, as shown on the plat of Phase I-F. Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

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

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Peter J. Eckenrode
Director

PJE/RSK

U:\200401\20031030.150\1215120\DCDLETTER.DOC



Florida Department of Transportation

RECEIVED

AUG 11 2003

XXXXXXXXXXXXXXXXXXXX

JEB BUSH
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

JOSE ABREU
SECRETARY

August 7, 2003

Johnson Engineering
Attn: Anthony Garn
P.O. Box 1550
Fort Myers, Florida 33902-1550

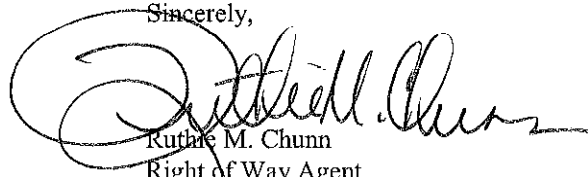
RE: Vacation of Public Utility Easement

Dear Mr. Garn:

In response to your letter we received on July 23, 2003, our staff has conducted a review of your request to vacate the subject areas as marked and generally described as: Two (2) Easements shown as part of Phase I-F Healthpark Florida West lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida, as described in the attached legal descriptions designated as description 1 and description 2 as so marked and initialed by FDOT staff.

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

Sincerely,



Ruthie M. Chunn
Right of Way Agent
Property Management

RMC/blt

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

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

July 23, 2003

Mr. James Dunsford
Florida Department of Transportation SW Office
2295 Victoria Avenue, Suite 292
Fort Myers, Florida 33901

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Mr. Dunsford:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

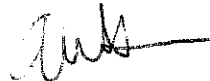
If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Mr. James Dunsford
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING


Anthony Garn

ajg/20033872



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8580

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

August 14, 2003

Mr. Anthony Garn
Johnson Engineering
2158 Johnson Street
Post Office Box 1550
Fort Myers, FL 33902-1550

**RE: Petition to Vacate the 15 foot Utility Easement
At the southernmost portion of Tract V and the
10 foot Utility Easement at the northernmost
Portion of Tract U, Phase I-F Healthpark Florida West**

Dear Mr. Garn:

Lee County Department of Transportation has reviewed your request to vacate the above described easements recorded in Plat Book 53, page 87. The roads and drainage within Healthpark are not county maintained, nor are they dedicated to the public.

Therefore, DOT offers no objection to this petition to vacate as proposed.

Yours very truly,

DEPARTMENT OF TRANSPORTATION

Margaret Lawson
Right-of-way Supervisor

MAL/mlb

cc: Don Blackburn, Development Services
Terry Kelley, Utilities
DOT PTV File

RECEIVED

AUG 21 2003

S:\DOCUMENT\Petition To Vacate\2003\Healthpark - Garn.doc

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 335-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

July 23, 2003

Ms. Margaret Lawson
Right of Way Supervisor
Lee County Department of Transportation
1500 Monroe Street, 3rd Floor
Fort Myers, Florida 33902

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Ms. Lawson:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Ms. Margaret Lawson
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING

Anthony Garn

ajg/20033872



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

RECEIVED

SEP 10 2003

JOHNSON ENGINEERING

Writer's Direct Dial Number: (941) 479-8124

Bob Janes
District One Tuesday, September 09, 2003

Douglas R. St. Cerny
District Two **Mr. Anthony Garn**
Ray Judah
District Three **Johnson Engineering, Inc.**
Andrew W. Coy
District Four **2158 Johnson Street**
 Fort Myers, FL 33902-1550

John E. Albion
District Five **Re: Petition to Vacate a portion of a fifteen (15) foot wide utility easement**
Donald D. Stilwell
County Manager **adjacent to Tract V and a ten (10) foot wide utility easement adjacent to**
James G. Yaeger
County Attorney **Tract U, Phase 1-F, HealthPark Subdivision as recorded in Plat Book**
 53, Page 81, in the public records, Lee County, Florida.

Diana M. Parker
County Hearing Examiner **Dear Mr. Garn:**

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 public utility easements.

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

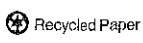
Regards,

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

S:\NATRES\SURFACE\DOCUMENT\vac371.doc



July 23, 2003

Mr. Allen Davies, Engineer
Lee County Environmental Services Division
1500 Monroe Street, 3rd Floor
Fort Myers, Florida 33902

Re: Vacation of Utility Easement
HealthPark Florida West
Section 33, Township 45 south, Range 24 east

Dear Mr. Davies:

This request is for the vacation of the 15' utility easement at the southernmost portion of Tract V and the 10' utility easement at the northernmost portion of Tract U. Both easements are 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.

We represent Kennedy Homes, the contract purchaser of the vacant 46+/- acre parcel west of these existing utility easements, as shown on the attached sketch and aerial. Kennedy proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. These easements are within existing lakes on both sides of Tract T. Since this portion of Tract T will also become a part of the private roadway system for the proposed Kennedy development, we propose to create new easements abutting the new 40' internal roadway.

The following documents are enclosed for your review:

1. Area Location Map
2. Sketch of portion of utility easements to be vacated
3. Descriptions of portion of utility easements to be vacated
4. Aerials
5. Copy of Plat Book 53, Pages 81-90

If the proposed vacations are acceptable to you, please provide me with a "Letter of No Objection" to be included in the application to Lee County.

Mr. Allen Davies
July 23, 2003
Page 2

If you have any questions or require additional information, please call me.

Very truly yours,

JOHNSON ENGINEERING

A handwritten signature in black ink, appearing to read 'Anthony Garn', with a long horizontal line extending to the right.

Anthony Garn

ajg/20033872

NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2003-00071

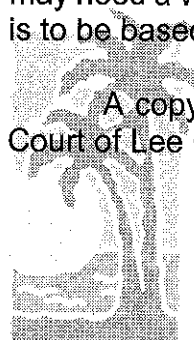
TO WHOM IT MAY CONCERN:

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

SOUTHWEST FLORIDA

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

EXHIBIT "A"
VAC 2003-00071
Page One of Two
July 3, 2003

DESCRIPTION

**VACATION OF PART OF A 15 FOOT UTILITY EASEMENT
PHASE I-F, HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**


A strip of land 15 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being a part of a 15 Foot Utility Easement lying within Tract "V" and Tract "W" 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 strip of land is described as follows:

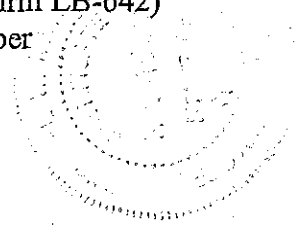
From the corner common to the northwest corner of Tract "T" with the southwest corner of Tract "W" as shown on said plat, run N 33° 03' 36" W along the west line of said Tract "W" for 15.05 feet to an intersection with a line that is 15.00 feet north of (as measured on perpendicular) and parallel with the north line of said Tract "T"; thence run N 61° 33' 44" E along said parallel line for 304.69 feet to an intersection with the east line of Tract "V" as shown on said plat; thence run S 47° 48' 20" E along said tract line for 15.90 feet to an intersection with the north line of said Tract "T"; thence run S 61° 33' 44" W along the north line of said tract also being the south line of Tract "V" and Tract "W" for 308.76 feet to the Point of Beginning.

Parcel contains 4,601 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



20033872/15' Utility Easement 070303

EXHIBIT "A"
VAC 2003 - 00071
Page Two of Two

July 3, 2003

DESCRIPTION

**VACATION OF A 10 FOOT UTILITY EASEMENT
PHASE I-F, HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**


A strip of land 10 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being all of a 10 Foot Wide Utility Easement 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 strip of land is described as follows:

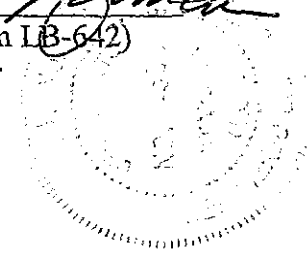
From the corner common to the southwest corner of Tract "T" with the northwest corner of Tract "U" as shown on said plat, run the following courses and distances along the perimeter of said 10 Foot Utility Easement: N 61° 33' 44" E for 281.10 feet along the line common to Tracts "U" and "T" to the northeast corner of said Tract "U"; thence run S 28° 26' 16" E along said easement for 10.00 feet; thence run S 61° 33' 44" W along a line that is 10.00 feet south of (as measured on perpendicular) and parallel with the south line of said Tract "T" for 281.10 feet to an intersection with the west line of said Tract "U"; thence run N 28° 26' 16" W for 10.00 feet to the Point of Beginning.

Parcel contains 2,811 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



20033872/Description 070303

**RESOLUTION NO. _____ TO SET PUBLIC HEARING
FOR PETITION TO VACATE Case Number: VAC2003-00071**

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. VAC2003-00071 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

Deputy Clerk Signature

Please Print Name

LEE COUNTY
BOARD OF COUNTY
COMMISSIONERS OF
LEE COUNTY, FLORIDA

Chairman Signature

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

EXHIBIT "A"
VAC 2003-00071
Page One of Two
July 3, 2003

DESCRIPTION

**VACATION OF PART OF A 15 FOOT UTILITY EASEMENT
PHASE I-F, HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

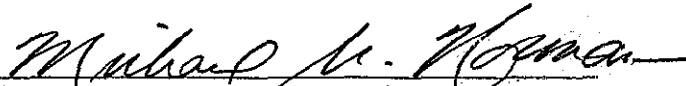
A strip of land 15 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being a part of a 15 Foot Utility Easement lying within Tract "V" and Tract "W" as shown on the Plat of Phase I-F, HealthPark Florida West as recorded in Plat Book 53 at Pages 81 through 90, Public Records of Lee County, Florida, which strip of land is described as follows:

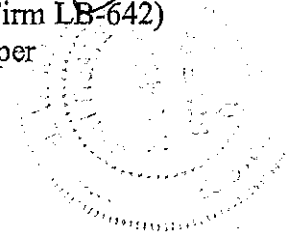
From the corner common to the northwest corner of Tract "T" with the southwest corner of Tract "W" as shown on said plat, run N 33° 03' 36" W along the west line of said Tract "W" for 15.05 feet to an intersection with a line that is 15.00 feet north of (as measured on perpendicular) and parallel with the north line of said Tract "T"; thence run N 61° 33' 44" E along said parallel line for 304.69 feet to an intersection with the east line of Tract "V" as shown on said plat; thence run S 47° 48' 20" E along said tract line for 15.90 feet to an intersection with the north line of said Tract "T"; thence run S 61° 33' 44" W along the north line of said tract also being the south line of Tract "V" and Tract "W" for 308.76 feet to the Point of Beginning.

Parcel contains 4,601 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



20033872/15' Utility Easement 070303

EXHIBIT "A"

VAC 2003 - 00071

Page Two of Two

July 3, 2003

DESCRIPTION

**VACATION OF A 10 FOOT UTILITY EASEMENT
PHASE I-F, HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**


A strip of land 10 feet wide lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida being all of a 10 Foot Wide Utility Easement 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 strip of land is described as follows:

From the corner common to the southwest corner of Tract "T" with the northwest corner of Tract "U" as shown on said plat, run the following courses and distances along the perimeter of said 10 Foot Utility Easement: N 61° 33' 44" E for 281.10 feet along the line common to Tracts "U" and "T" to the northeast corner of said Tract "U"; thence run S 28° 26' 16" E along said easement for 10.00 feet; thence run S 61° 33' 44" W along a line that is 10.00 feet south of (as measured on perpendicular) and parallel with the south line of said Tract "T" for 281.10 feet to an intersection with the west line of said Tract "U"; thence run N 28° 26' 16" W for 10.00 feet to the Point of Beginning.

Parcel contains 2,811 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



20033872/Description 070303

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.

DESCRIPTION

PART 1

A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH RANGE 24 EAST, LEE COUNTY, FLORIDA, A REPLAT OF "PHASE I-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° 46' 30" E ALONG THE NORTHERLY LINE OF SAID TRACT "H" TO THE HEALTHPARK FLORIDA WEST, FOR 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "H". THENCE RUN S 42° 13' 30" N ALONG THE SOUTHERLY LINE OF SAID TRACT "H" TO THE POINT OF CURVATURE. THENCE CONTINUE ALONG SAID TRACT LINE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 295.00 FEET (DELTA 03° 58' 03") (CHORD BEARING S 44° 12' 32" W) (CHORD 52.96 FEET) FOR 52.97 FEET TO A POINT OF NON-TANGENT CURVE, THENCE DEPARTING SAID POINT OF NON-TANGENT CURVE, THENCE ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 120.64 FEET (DELTA 45° 58' 20") (CHORD BEARING S 04° 55' 04" E) (CHORD 93.72 FEET) FOR 93.72 FEET TO A POINT OF CURVE. THENCE RUN SOUTHWESTERLY 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 32.10 FEET) FOR 32.10 FEET TO A POINT OF COMPOUND CURVATURE. THENCE RUN SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 430.00 FEET (DELTA 18° 40' 09") (CHORD BEARING S 85° 49' 00" E) (CHORD 859.49 FEET) FOR 140.11 FEET TO A POINT OF REVERSE CURVATURE. THENCE RUN SOUTHWESTERLY 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) THENCE RUN SOUTHWESTERLY 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 116.60 FEET) FOR 116.60 FEET TO A POINT OF TANGENCY. THENCE RUN S 58° 42' 17" W FOR 27.30 FEET TO A POINT OF CURVATURE. THENCE RUN S 25° 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 I-E HEALTHPARK FLORIDA WEST". THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY LINE OF SAID PHASE I-E, SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 150.00 FEET (DELTA 105° 00' 00") (CHORD BEARING S 76° 10' 00" E) (CHORD 300.00 FEET) FOR 300.00 FEET TO A POINT OF REVERSE CURVATURE. THENCE RUN S 68° 49' 17" W (CHORD 146.35 FEET) FOR 146.35 FEET TO A POINT OF REVERSE CURVATURE. THENCE RUN SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 589.49 FEET (DELTA 31° 27' 54") (CHORD 1177.45 FEET) FOR 1177.45 FEET TO THE SOUTHWEST CORNER OF SAID "PHASE I-E". THENCE RUN N 00° 00' 00" E FOR 174.45 FEET TO THE SOUTHWEST CORNER OF LOT 18

DESCRIPTION CONTINUED:

OF SAID PHASE I-E; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE PERIMETER OF LOT 18 OF SAID PHASE I-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) THENCE RUN TO THE POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 10° 22' 48" (CHORD BEARING N 64° 23' 53" E) (CHORD 28.04 FEET) FOR 28.06 FEET TO A POINT OF TANGENCY; THENCE RUN N 69° 35' 18" E FOR 61.45 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 56° 39' 26") (CHORD BEARING N 20° 10' 00" E) (CHORD 288.79 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 15° 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° 18' 35" (CHORD BEARING N 19° 06' 23" W) (CHORD 127.07 FEET) FOR 128.10 FEET TO AN INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18. THENCE RUN N 00° 00' 00" E ALONG SAID CURVE TO THE RIGHT OF RADIUS 750.00 FEET (DELTA 28° 05' 49") (CHORD BEARING S 75° 57' 05" 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 SAID CURVE TO THE RIGHT OF RADIUS 539.00 FEET OF SAID LOT 18 FOR 1000 FEET TO THE NORTHWEST CORNER OF TRACT "O", "HEALTHPARK FLORIDA WEST", SAID PHASE I-E. "HEALTHPARK FLORIDA WEST", THENCE RUN S 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 20° 09' 47") (CHORD BEARING N 29° 55' 07" W) (CHORD 1034.36 FEET) FOR 1130.41 FEET TO A POINT OF TANGENCY. THENCE RUN S 30° 00' 00" 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 269.14 FEET; THENCE RUN S 68° 49' 01" E 226.1 FEET FOR 59.07 FEET; THENCE RUN S 68° 49' 01" E SOUTHWESTERLY TO AN INTERSECTION WITH THE SOUTHWEST CORNER OF SAID HEALTHPARK FLORIDA WEST. THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID TRACT LINE S 61° 18' 16" 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-F
HEALTHPARK FLORIDA WEST
LEE COUNTY, FLORIDA
ORDER NO. 53-05-034.000

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 CONTINUED:

FEET; THENCE RUN S 16° 35' 49" E FOR 57.46 FEET;
THENCE RUN S 15° 04' 15" E FOR 57.95 FEET; THENCE RUN
RUN S 16° 24' 32" E FOR 57.50 FEET; THENCE RUN
S 11° 41' 38" E FOR 58.59 FEET; THENCE RUN
S 14° 44' 38" E FOR 55.80 FEET; THENCE RUN
S 22° 11' 05" E FOR 57.96 FEET; THENCE RUN
S 35° 58' 12" E FOR 54.21 FEET; THENCE RUN
S 41° 33' 27" E FOR 57.15 FEET; THENCE RUN
S 49° 18' 54" E FOR 54.50 FEET; THENCE RUN
S 55° 19' 24" E FOR 53.07 FEET; THENCE RUN
S 50° 59' 15" E FOR 58.53 FEET; THENCE RUN
S 29° 06' 50" E FOR 50.28 FEET; THENCE RUN
S 04° 40' 25" E FOR 50.34 FEET; THENCE RUN
S 30° 51' 45" W FOR 42.25 FEET; THENCE RUN
S 38° 31' 23" W FOR 57.39 FEET; THENCE RUN
S 33° 08' 19" W FOR 62.23 FEET; THENCE RUN
S 29° 21' 02" W FOR 33.31 FEET; THENCE RUN
S 26° 14' 15" W FOR 42.81 FEET; THENCE RUN
S 06° 54' 34" E FOR 16.89 FEET; THENCE RUN
S 40° 22' 07" E FOR 26.24 FEET; THENCE RUN
S 57° 48' 00" E FOR 28.42 FEET; THENCE RUN
S 87° 04' 46" E FOR 40.42 FEET TO THE NORTHWEST
CORNER OF TRACT "P" OF SAID PHASE 1-E RECORD PLAT;
THENCE RUN N 79° 37' 26" E ALONG THE LINE COMMON TO
SAID TRACTS "P" AND "F" FOR 4.81 FEET TO A POINT
OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG AN ARC
OF A CURVE DEPARTING SAID TRACT LINES TO THE LEFT
OF RADIUS 55.00 FEET (DELTA 68° 35' 04") (CHORD
BEARING N 45° 19' 54" E) (CHORD 61.96 FEET) FOR
55.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE
RUN NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE
RIGHT OF RADIUS 120.00 FEET (DELTA 59° 50' 30")
(CHORD BEARING N 45° 57' 37" E) (CHORD 137.39 FEET)
FOR 146.28 FEET TO A POINT ON A NON-TANGENT LINE
AND A POINT ON THE LINE COMMON TO TRACTS "P" AND
"F"; THENCE RUN THE FOLLOWING COURSES AND DISTANCES
ALONG THE LINE COMMON TO SAID TRACTS "P" AND "F";
N 14° 51' 18" E FOR 14.17 FEET; THENCE RUN
N 11° 22' 51" E FOR 29.63 FEET; THENCE RUN
N 19° 15' 05" E FOR 23.58 FEET; THENCE RUN
N 28° 10' 33" E FOR 25.92 FEET; THENCE RUN
N 41° 35' 54" E FOR 30.36 FEET; THENCE RUN
N 61° 40' 08" E FOR 25.61 FEET; THENCE RUN
N 76° 33' 40" E FOR 35.73 FEET; THENCE RUN
S 78° 58' 42" E FOR 4.34 FEET TO A POINT ON A
NON-TANGENT CURVE; THENCE RUN EASTERLY, DEPARTING
SAID TRACT LINES ALONG AN ARC OF A CURVE TO THE
RIGHT OF RADIUS 95.00 FEET (DELTA 31° 10' 50" LEFT
(CHORD BEARING N 68° 58' 05" E) (CHORD 48.39 FEET)
FOR 48.98 FEET TO A POINT OF TANGENCY; THENCE RUN
N 84° 33' 30" E FOR 55.55 FEET TO A POINT OF
CURVATURE; THENCE RUN NORTHEASTERLY ALONG AN ARC
OF A CURVE TO THE LEFT OF RADIUS 75.24 FEET (DELTA
43° 23' 48") (CHORD BEARING N 62° 51' 36" E)
(CHORD 55.64 FEET) FOR 56.99 FEET TO A POINT ON THE
NON-TANGENT LINE COMMON TO SAID TRACTS "P" AND "F";
THENCE RUN THE FOLLOWING TWO (2) COURSES AND
DISTANCES ALONG SAID COMMON TRACT LINE:
N 24° 01' 43" E FOR 16.51 FEET; THENCE RUN N 03°
57' 19" W FOR 21.76 FEET TO THE NORTHEAST CORNER OF
SAID TRACT "P"; THENCE RUN S 47° 46' 30" E
DEPARTING SAID TRACT "F" ALONG THE NORTHEASTERLY
LINE OF TRACT "P" AND NORTHEASTERLY LINE OF TRACT
"Q" OF SAID PHASE 1-E RECORD PLAT FOR 148.12 FEET
TO THE POINT OF BEGINNING.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS
OF RECORD.
CONTAINING 29.73 ACRES. MORE OR LESS.
AND

DESCRIPTION CONTINUED:

PART 2

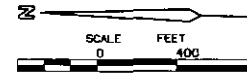
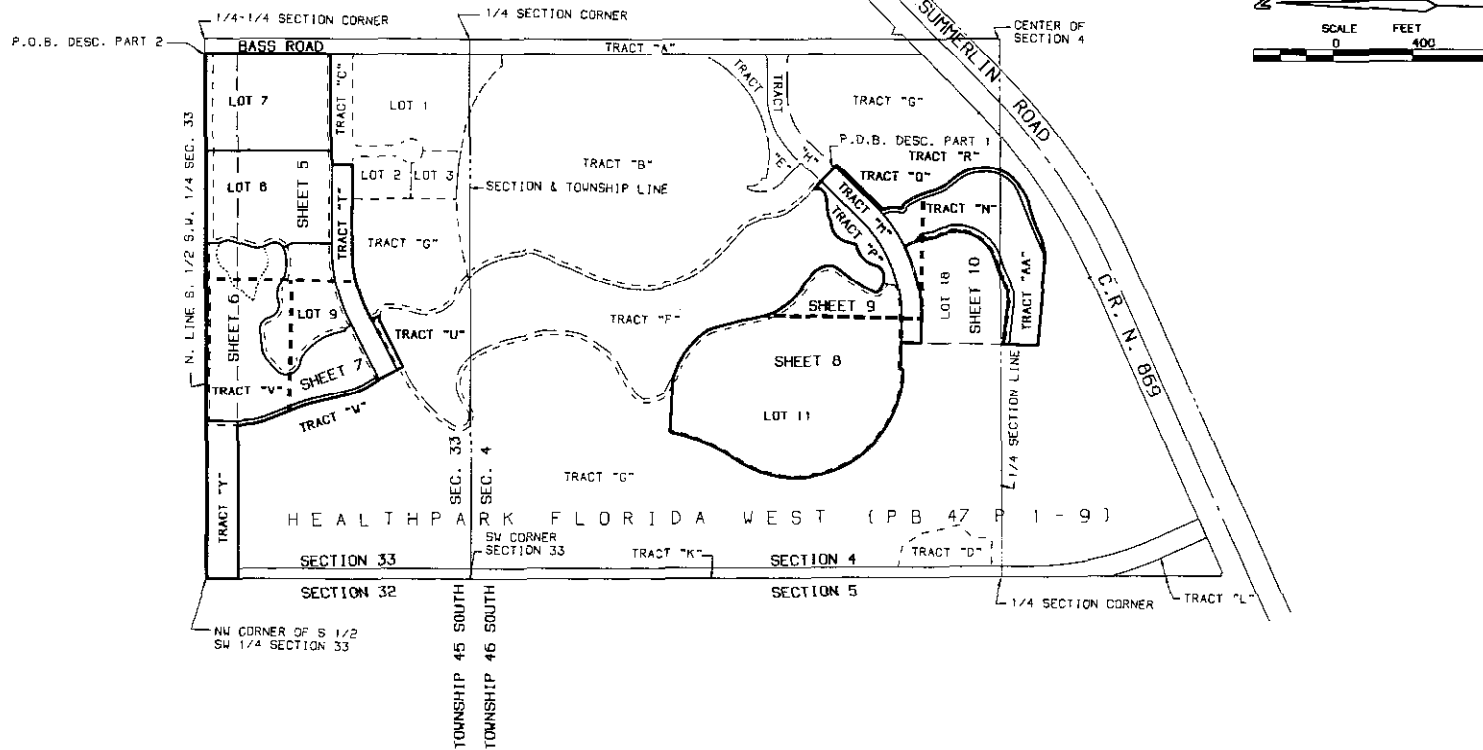
A TRACT OR PARCEL OF LAND LYING IN SECTION 33, TOWN-
SHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, A
REPLAT OF PART OF TRACTS "C" AND "G" AND ALL OF TRACT
"J", "HEALTHPARK FLORIDA WEST", PLAT BOOK 47 AT
PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF LEE
COUNTY, FLORIDA, AND A PORTION OF UNPLATTED LANDS
LYING IN SAID SECTION 33, WHICH TRACT OR PARCEL IS
DESCRIBED AS FOLLOWS:
FROM THE NORTHEAST CORNER OF TRACT "J" OF SAID
"HEALTHPARK FLORIDA WEST" RUN
S 01° 02' 25" E ALONG THE EAST LINE OF TRACT "J"
AND TRACT "G" OF SAID PLAT FOR 605.55 FEET TO A
POINT OF CURVATURE AND THE NORTHEASTERLY CORNER OF
SAID TRACT "C"; THENCE RUN SOUTHWESTERLY ALONG THE
NORTHERLY LINE OF SAID TRACT "C" BEING AN ARC OF A
CURVE TO THE RIGHT OF RADIUS 25.00 FEET (DELTA
89° 57' 29") (CHORD BEARING S 43° 55' 20" W) (CHORD
35.34 FEET) FOR 39.25 FEET TO A POINT OF TANGENCY;
THENCE RUN S 88° 55' 04" W CONTINUING ALONG SAID
NORTH TRACT LINE AND WESTERLY PROLONGATION THEREOF
FOR 485.06 FEET TO A POINT ON THE SOUTHEASTERLY
CURVED LINE OF SAID TRACT "C"; THENCE RUN
SOUTHWESTERLY ALONG SAID TRACT "C" BEING AN ARC OF
A CURVE TO THE RIGHT OF RADIUS 25.00 FEET (DELTA
36° 52' 12") (CHORD BEARING S 70° 26' 59" W) (CHORD
15.81 FEET) FOR 15.09 FEET TO A POINT OF TANGENCY;
THENCE RUN S 88° 55' 04" W FOR 15.00 FEET TO THE
NORTHWEST CORNER OF SAID TRACT "C"; THENCE RUN S
01° 04' 56" E ALONG THE WEST LINE OF SAID TRACT FOR
100.30 FEET TO AN INTERSECTION WITH THE NORTH LINE
OF LOT 2 OF SAID "HEALTHPARK FLORIDA WEST"; THENCE
RUN S 88° 55' 04" W ALONG THE NORTH LINE OF SAID
LOT AND WESTERLY PROLONGATION FOR 418.02 FEET TO A
POINT OF CURVATURE, PASSING THROUGH THE NORTHWEST
CORNER OF SAID LOT AT 170.00 FEET; THENCE RUN
SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT
OF RADIUS 670.00 FEET (DELTA 27° 21' 21") (CHORD
BEARING S 75° 14' 24" W) (CHORD 316.85 FEET) FOR
319.89 FEET TO A POINT OF TANGENCY; THENCE RUN
S 61° 33' 44" W FOR 36.62 FEET TO THE NORTHWESTERLY
CORNER OF A (20' WIDE) LAKE MAINTENANCE EASEMENT AS
SHOWN ON THE PLAT OF SAID "HEALTHPARK FLORIDA
WEST", PASSING THROUGH THE NORTHEASTERLY CORNER OF
SAID EASEMENT AT A DISTANCE OF 18.52 FEET; THENCE
RUN S 28° 26' 16" E ALONG THE WESTERLY LINE OF SAID
EASEMENT AND SOUTHERLY PROLONGATION FOR 45.38 FEET
TO A POINT OF CURVE AND AN INTERSECTION WITH THE
NORTHERLY CURVED LINE OF TRACT "F" OF SAID
"HEALTHPARK FLORIDA WEST"; THENCE RUN THE FOLLOWING
COURSES AND DISTANCES ALONG THE NORTHERLY LINE OF
SAID TRACT "F"; WESTERLY ALONG AN ARC OF A CURVE
TO THE LEFT OF RADIUS 45.00 FEET (DELTA 43° 32'
15") (CHORD BEARING S 83° 19' 52" W) (CHORD 33.38
FEET) FOR 34.19 FEET TO A POINT OF TANGENCY; THENCE
RUN S 51° 33' 44" W FOR 250.10 FEET; THENCE RUN N
26° 26' 16" W DEPARTING SAID NORTHERLY TRACT LINE
FOR 133.00 FEET; THENCE RUN N 33° 03' 36" W FOR
52.33 FEET TO A POINT OF CURVATURE; THENCE RUN
NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT
OF RADIUS 370.00 FEET (DELTA 18° 42' 49") (CHORD
BEARING N 23° 42' 14" W) (CHORD 120.30 FEET) FOR
120.84 FEET TO A POINT OF TANGENCY; THENCE RUN
N 14° 20' 52" W FOR 169.54 FEET TO A POINT OF
CURVATURE; THENCE RUN NORTHERLY ALONG AN ARC OF A
CURVE TO THE LEFT OF RADIUS 620.00 FEET (DELTA 07°
48' 35") (CHORD BEARING N 18° 15' 10" W) (CHORD
84.44 FEET) FOR 84.51 FEET TO A POINT OF TANGENCY;

DESCRIPTION CONTINUED:

THENCE RUN N 22° 09' 27" W FOR 171.24 FEET TO A
POINT OF CURVATURE; THENCE RUN NORTHERLY ALONG AN
ARC OF A CURVE TO THE RIGHT OF RADIUS 370.00 FEET
(DELTA 21° 14' 04") (CHORD BEARING N 11° 32' 25" W)
(CHORD 136.34 FEET) FOR 137.13 FEET TO A POINT OF
TANGENCY; THENCE RUN N 00° 55' 23" W FOR 12.93 FEET
TO AN INTERSECTION WITH A LINE THAT IS 100.00 FEET
SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE
OF SAID "HEALTHPARK FLORIDA WEST" PLAT; THENCE RUN
S 88° 53' 53" W ALONG SAID PARALLEL LINE FOR 750.37
FEET TO AN INTERSECTION WITH THE WEST BOUNDARY LINE
OF SAID "HEALTHPARK FLORIDA WEST" PLAT AND THE WEST
LINE OF SAID SECTION 33; THENCE RUN N 01° 02' 04" W
ALONG SAID PLAT AND SECTION LINE FOR 160.00 FEET TO
THE NORTHWEST CORNER OF "HEALTHPARK FLORIDA WEST"
PLAT; THENCE RUN N 88° 53' 53" E ALONG THE NORTH
BOUNDARY LINE OF SAID PLAT FOR 2570.67 FEET TO THE
POINT OF BEGINNING.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS
OF RECORD.
CONTAINING 32.85 ACRES. MORE OR LESS.

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.



CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE 1-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, IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION 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.

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

Michael W. Norman
 MICHAEL W. NORMAN
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 4500



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

NOTES

- BEARINGS SHOWN ARE PLANE COORDINATE FOR THE FLORIDA WEST ZONE BASED ON TIES TO FOOT CENTERLINE SURVEYS FOR SUMMERLIN ROAD (CR 869).
- PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER. (UNLESS NOTED)
- PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.
- P.O.B. = POINT OF BEGINNING.
- DESC. = DESCRIPTION.
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- P.B. = PLAT BOOK
- P. = PAGE
- PHASE 1-E = "PHASE 1-E HEALTHPARK FLORIDA WEST" (PLAT BOOK 49, PAGES 1-9)
- FP & L = FLORIDA POWER & LIGHT COMPANY
- ▲ = UNABLE TO SET CORNER, FALLS IN LAKE.
- = SET 3/4" PIPE WITH CAP LB 642, UNLESS NOTED
- LB = LAND SURVEYING BUSINESS.

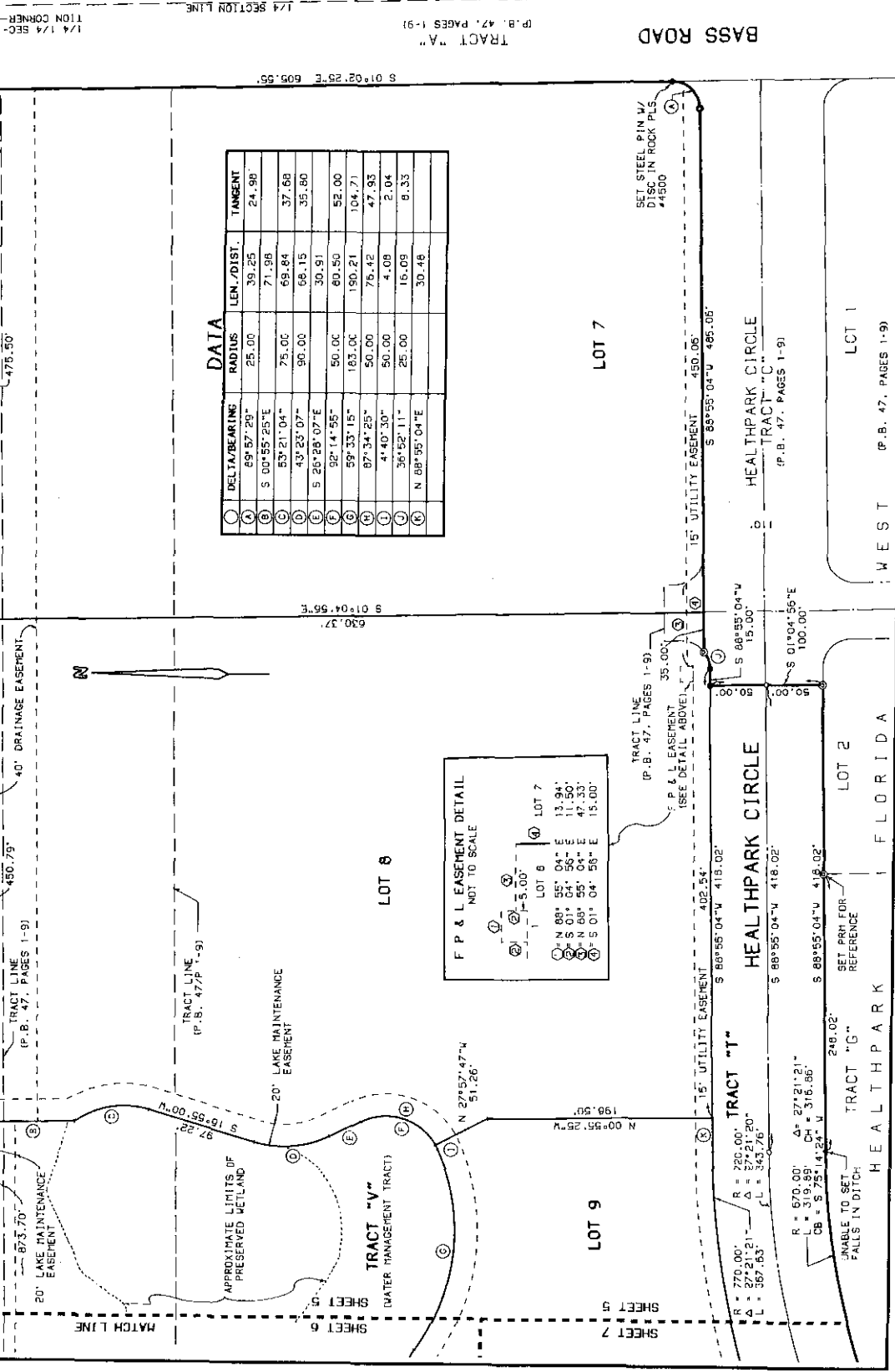
PHASE I-F HEALTHPARK FLORIDA WEST

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.

UNPLATTED

NORTH LINE OF S 1/2 OF SW 1/4 OF SECTION 33
N 88°53'53"E 2570.67' SCALE: 1"= 60'

P.O.L.B. DESC. NO. 2
FOUND PRIM PLUS 4082



DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
69°57'29"	25.00	39.25	24.90
S 00°55'25"E	71.98	71.98	
53°21'04"	75.00	69.84	37.68
43°23'07"	90.00	66.15	35.80
S 25°28'07"E	30.91	30.91	
92°14'55"	50.00	60.50	52.00
59°33'15"	183.00	190.21	104.71
87°34'25"	50.00	76.42	47.93
41°40'30"	50.00	4.08	2.04
36°52'11"	25.00	15.09	9.33
N 88°55'04"E		30.46	

F P & L EASEMENT DETAIL
NOT TO SCALE

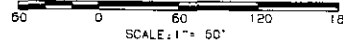
LOT 7

- ① N 88° 55' 04" E 13.94'
- ② S 01° 04' 56" E 11.50'
- ③ N 88° 55' 04" E 47.33'
- ④ S 01° 04' 58" E 15.00'

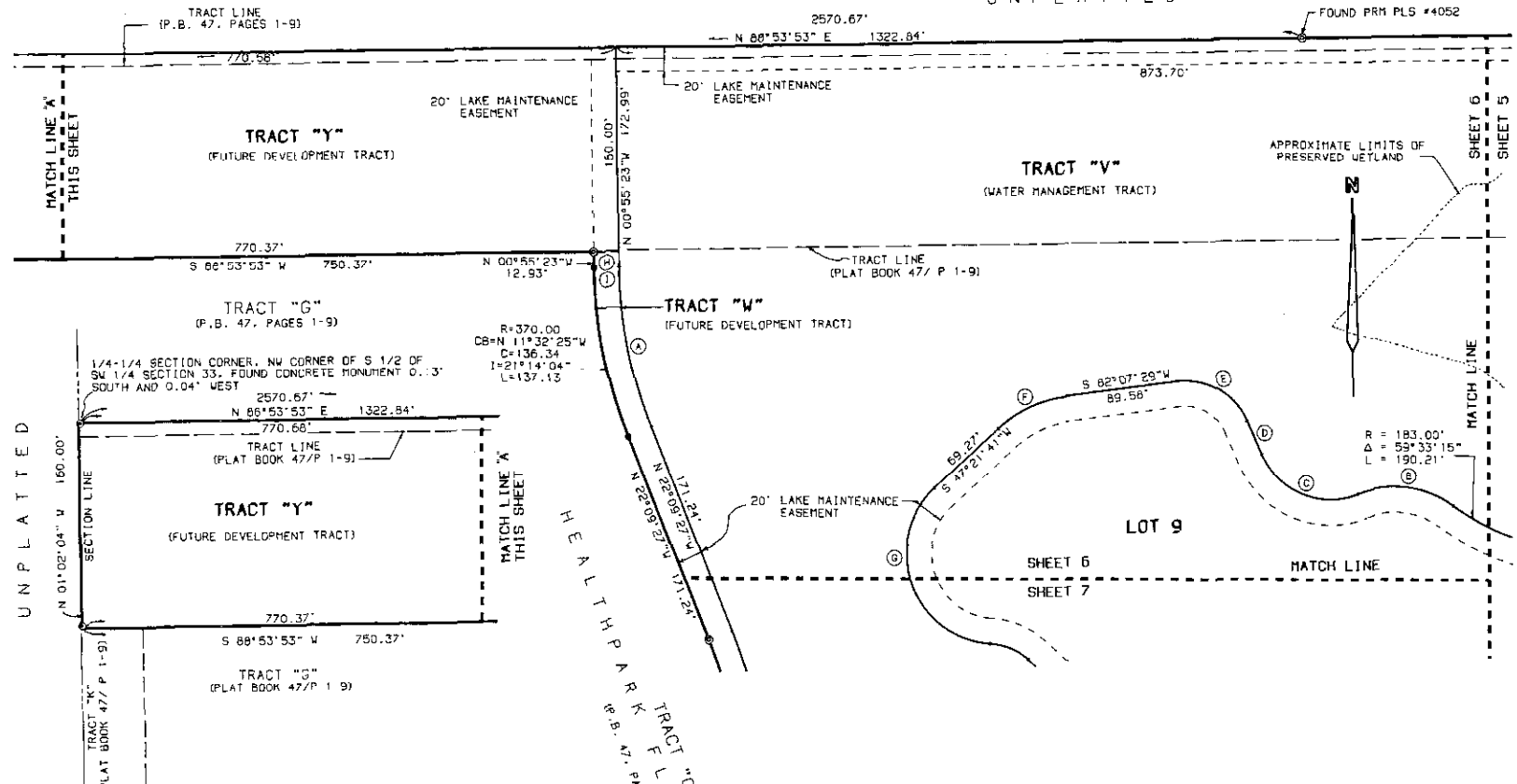
PHASE I-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-09-034.000

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.



UNPLATTED



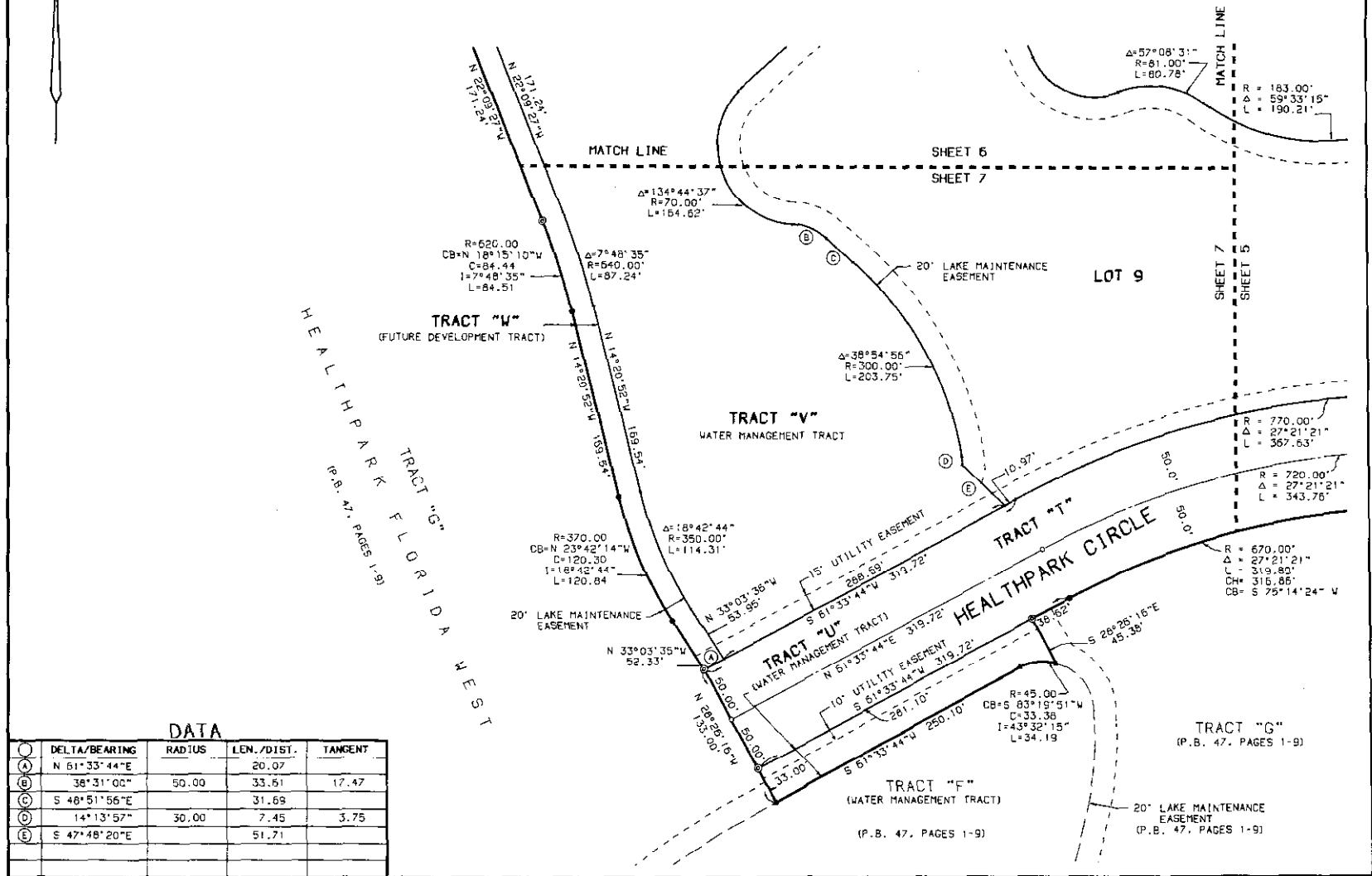
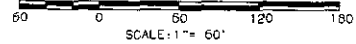
DATA

○	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
(A)	21°14'04"	350.00	129.71	65.61
(B)	57°08'31"	61.00	80.78	44.11
(C)	87°32'43"	50.00	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	64.62	167.93
(H)	N 88°53'53"E		20.00	
(I)	S 00°55'23"E		12.99	

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.



DATA

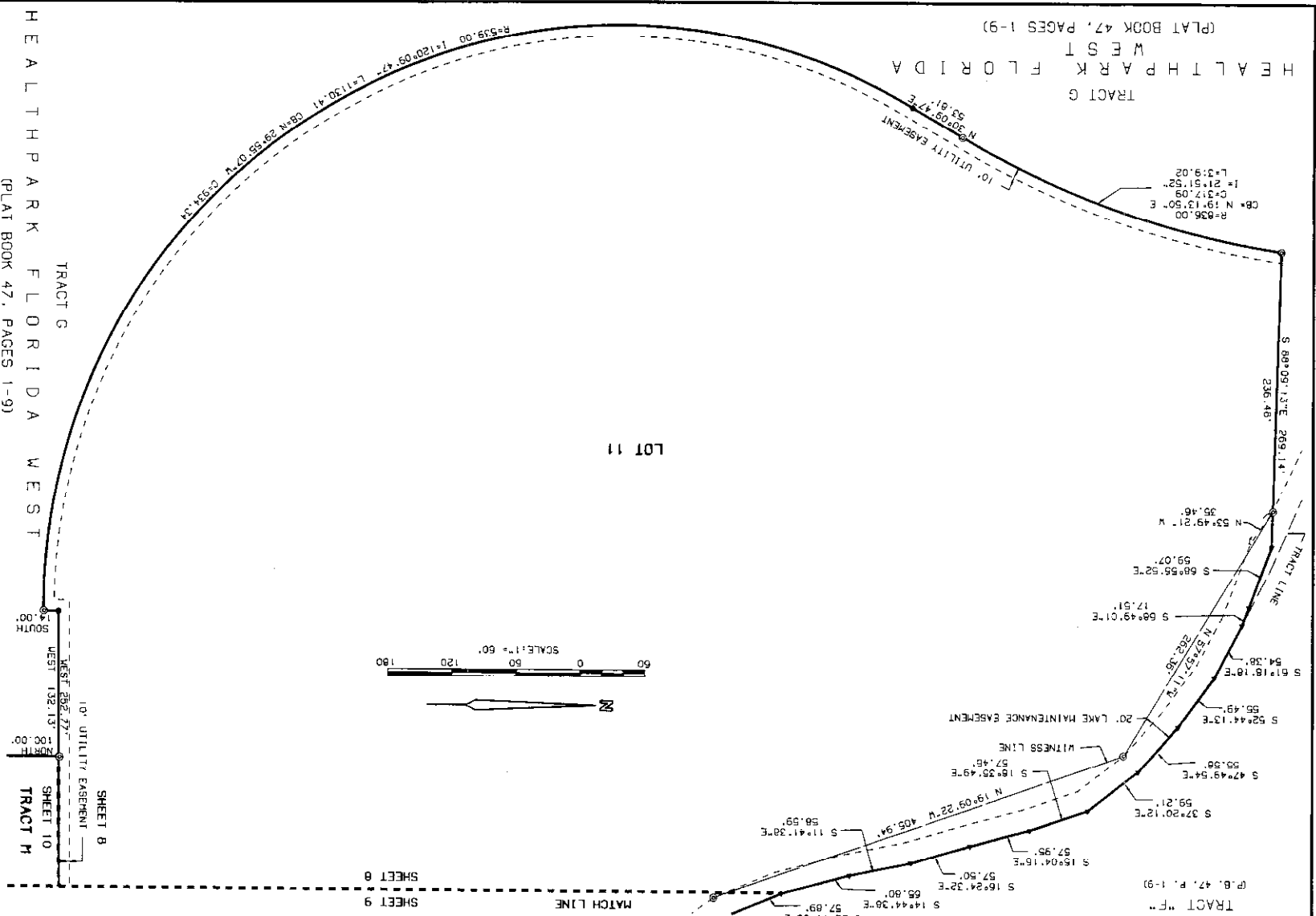
○	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
Ⓐ	N 61°33'44"E		20.07	
Ⓑ	38°31'00"	50.00	33.51	17.47
Ⓒ	S 46°51'56"E		31.69	
Ⓓ	14°13'57"	30.00	7.45	3.75
Ⓔ	S 47°48'20"E		51.71	

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

PHASE I-E HEALTHPARK FLORIDA WEST

PLAT BOOK 53 PAGE 88
 SHEET 8 OF 10

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



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

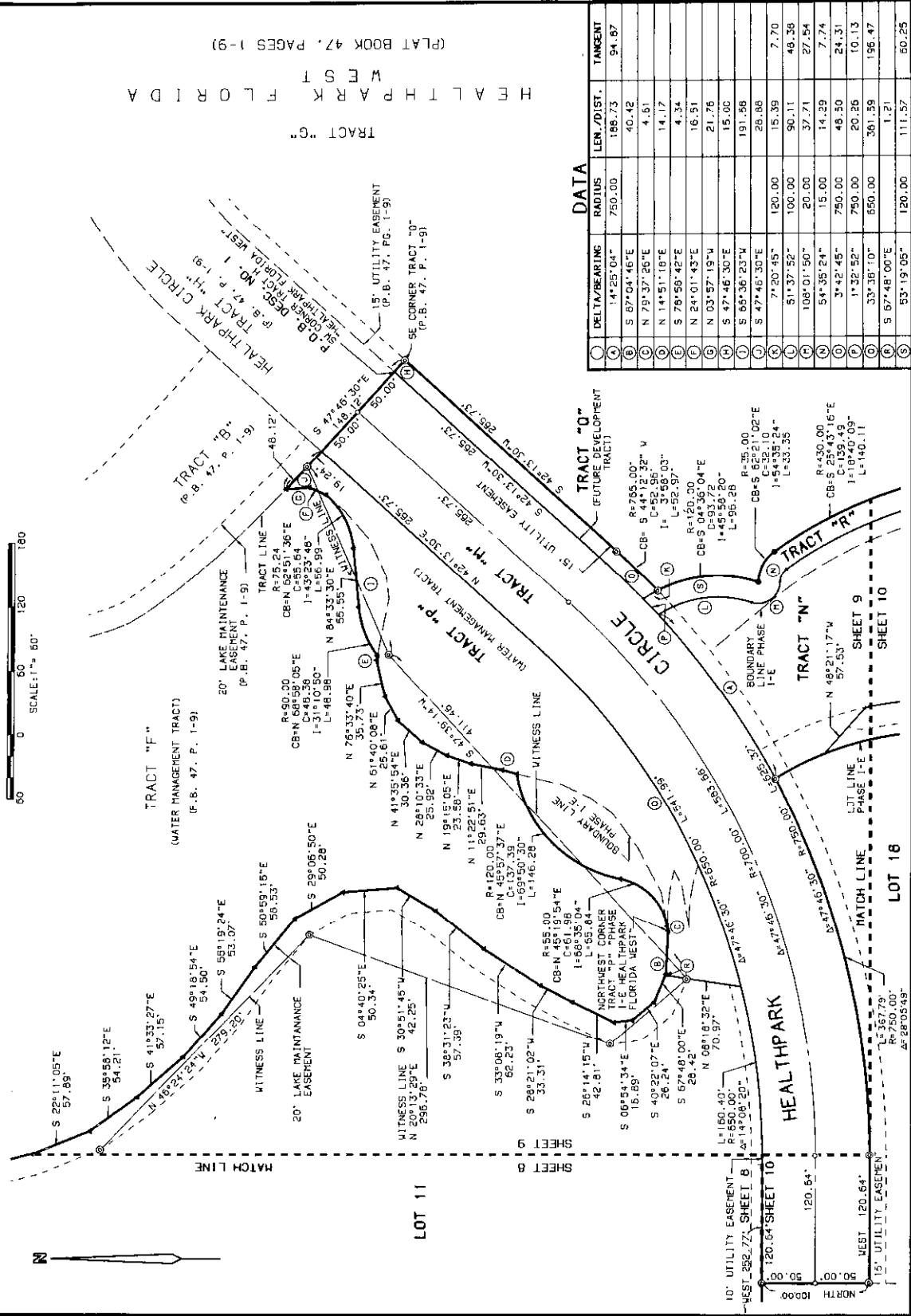
TRACT G
 HEALTHPARK WEST
 FLORIDA
 (PLAT BOOK 47, PAGES 1-9)

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

SHEET 8 - 14210.51271.PLF 19766.107 10-N6--93 11:28 AM / 1976-11

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.



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

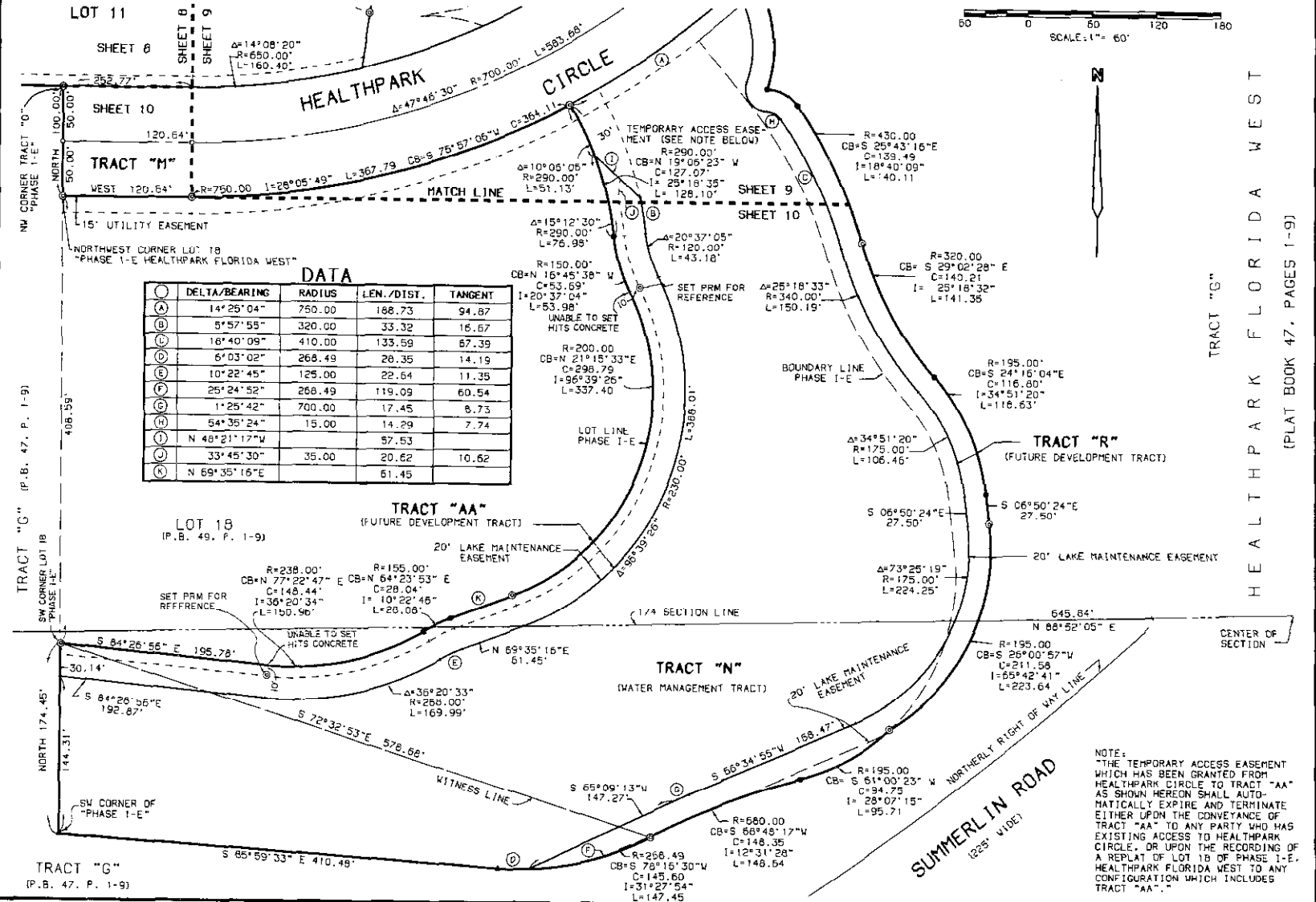
DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
S 47°25'04"	750.00	188.73	94.87
S 87°04'46"E	40.42	40.42	
N 79°37'26"E	4.61	14.17	
N 14°51'10"E	14.17	4.34	
S 78°58'42"E	4.34	16.51	
N 24°01'43"E	16.51	21.76	
S 47°46'30"E	15.00	191.88	
S 68°36'23"W	26.86	15.39	7.70
S 47°46'30"E	120.00	90.11	48.38
S 77°20'45"	100.00	37.71	27.84
N 108°01'50"	20.00	20.36	10.13
S 54°35'24"	750.00	20.36	196.47
S 37°42'52"	750.00	1.21	60.25
S 33°38'10"	550.00	111.57	
S 67°48'00"E	120.00	111.57	

SHEET 9 - 14210.512717FT. 19256.106 10°N45°53'12.00 PT. / 19765.1

PHASE I-F
HEALTHPARK FLORIDA WEST
COUNTY OF LEE, FLORIDA
ORDER NO. 33-09-034.000

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.



DATA

POINT	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
(A)	14°25'04"	750.00	188.73	94.67
(B)	5°57'55"	320.00	33.32	16.67
(C)	16°40'09"	410.00	133.59	67.39
(D)	6°03'02"	268.49	20.35	14.19
(E)	10°22'45"	125.00	22.64	11.35
(F)	25°24'52"	268.49	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 1-F
 HEALTHPARK FLORIDA WEST
 COUNTY DEVELOPMENT
 ORDER NO. 93-08-034, 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 1-E, HEALTHPARK FLORIDA WEST TO ANY CONFIGURATION WHICH INCLUDES TRACT "AA."

HEALTHPARK FLORIDA WEST

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

DEDICATION - CONTINUED

DESCRIPTION

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

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. 8693) (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 874.47 FEET) FOR 579.62 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 1592.46 FEET TO A JDC IN THE RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD; THENCE RUN N 25° 20' 07" W ALONG SAID JDC FOR 10.00 FEET; THENCE RUN S 64° 39' 53" W ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD FOR 10.76 FEET TO AN INTERSECTION WITH THE WEST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST; THENCE RUN N 01° 21' 46" W ALONG SAID WEST LINE OF SECTION 4 FOR 1096.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 4; THENCE RUN N 01° 21' 19" W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW-1/4) OF SECTION 4 FOR 2547.03 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. CONTAINING 266.79 ACRES MORE OR LESS.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HEALTHPARK FLORIDA WEST IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

DONE THIS 15TH DAY OF May 1990 A.D.


 JEFFREY C. DODNER
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 4052




IN WITNESS WHEREOF HEALTHPARK FLORIDA, A JOINT VENTURE, HAS CAUSED THIS DEDICATION TO BE SIGNED BY LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, JOINT VENTURE PARTNER THIS 15th DAY OF September 1990 A.D.


 WITNESS

HEALTHPARK FLORIDA, A JOINT VENTURE BY LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, JOINT VENTURE PARTNER


BY: 
 DOUGLAS A. DODSON, PRESIDENT


 WITNESS

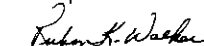
ACKNOWLEDGMENT

STATE OF FLORIDA
 COUNTY OF LEE
 I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED DOUGLAS A. DODSON, PRESIDENT OF LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, JOINT VENTURE PARTNER OF HEALTHPARK FLORIDA, A JOINT VENTURE, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT Fort Myers, SAID COUNTY AND STATE THIS 15th DAY OF September 1990 A.D.


 NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES 12/13/91

IN WITNESS WHEREOF HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY, A SPECIAL USE DISTRICT OF THE STATE OF FLORIDA CREATED BY SPECIAL ACT 83-1552, HAS CAUSED THIS DEDICATION TO BE SIGNED BY ITS CHAIRMAN, LOIS BARRETT, THIS 15th DAY OF September 1990 A.D.


 WITNESS

HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY

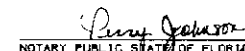

 LOIS C. BARRETT, CHAIRMAN


 WITNESS

ACKNOWLEDGMENT

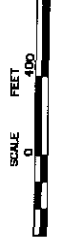
STATE OF FLORIDA
 COUNTY OF LEE
 I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED LOIS BARRETT, CHAIRMAN OF HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY, A SPECIAL USE DISTRICT OF THE STATE OF FLORIDA CREATED BY SPECIAL ACT 83-1552, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SHE ACKNOWLEDGED THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT Fort Myers, SAID COUNTY AND STATE THIS 15th DAY OF September 1990 A.D.

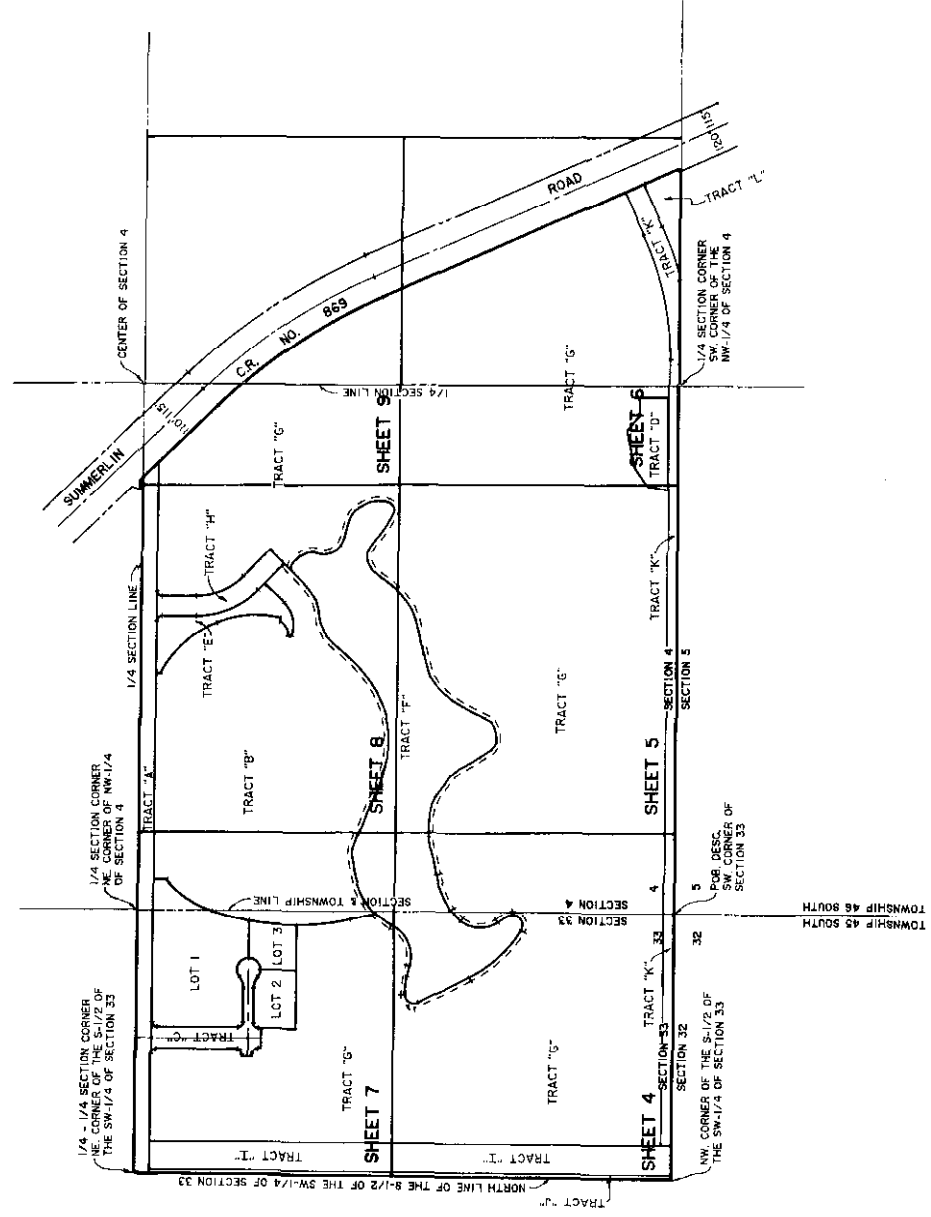

 NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES 12/13/91

HEALTHPARK FLORIDA WEST

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



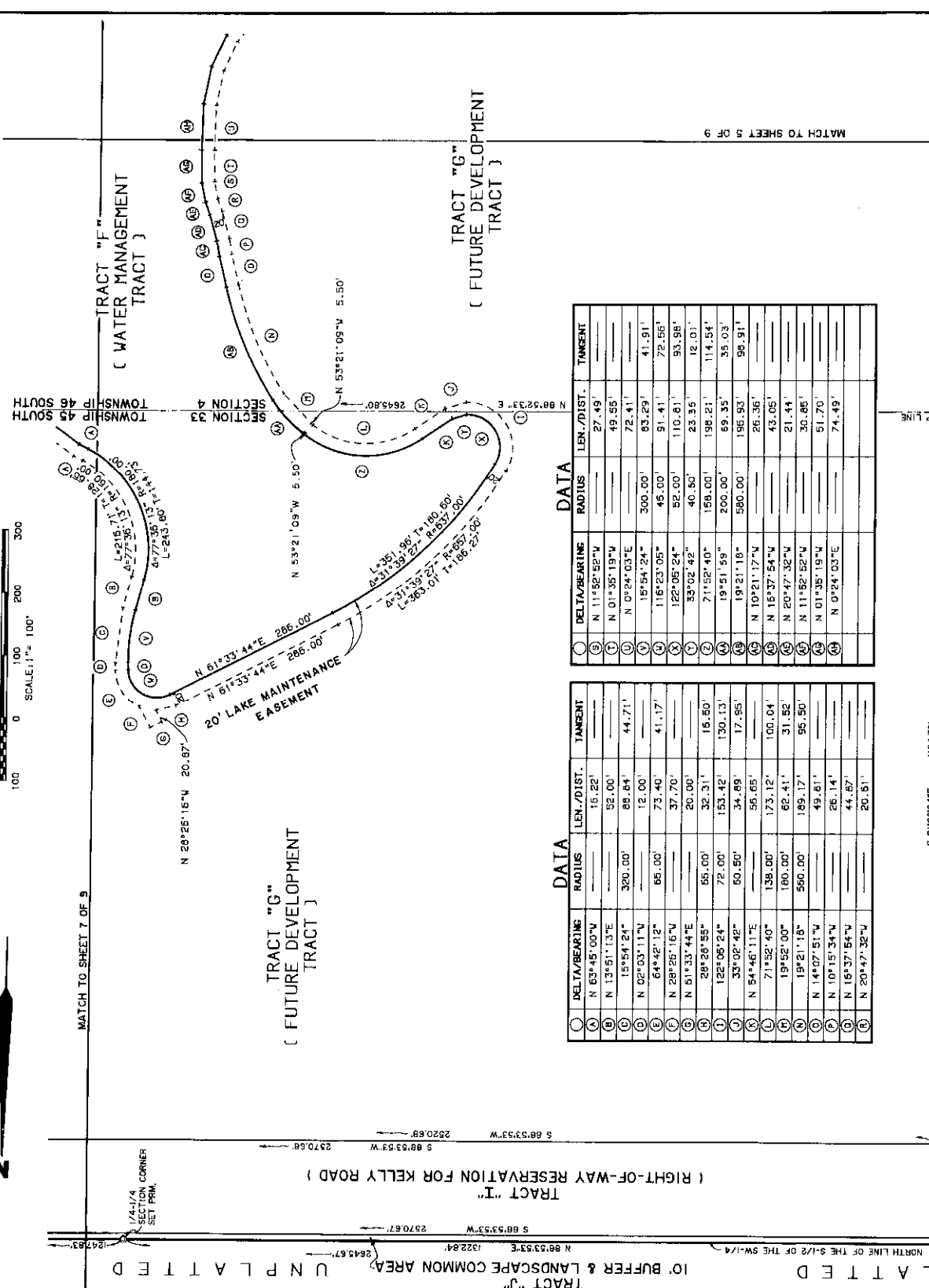
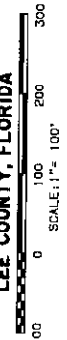
INDEX SHEET



HEALTHPARK FLORIDA, WEST
PLAT BOOK #7, PAGE 3
ORDER NO. 1-3-80

HEALTHPARK FLORIDA WEST

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



DATA

DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
11°52'52"W		27.49'	
01°35'19"W		49.55'	
0°24'03"E		72.41'	
15°54'24"E	300.00'	83.29'	41.91'
116°23'05"	45.00'	91.41'	72.56'
122°05'24"	92.00'	110.81'	93.98'
33°02'42"	40.50'	23.35'	12.01'
71°52'40"	156.00'	196.21'	114.54'
19°51'59"	200.00'	59.35'	35.03'
19°21'18"	580.00'	196.93'	99.91'
10°21'17"W		26.36'	
16°37'54"W		43.05'	
20°47'32"W		21.44'	
11°52'52"W		36.86'	
01°35'19"W		51.70'	
0°24'03"E		74.49'	

DATA

DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
63°45'00"W		16.22'	
13°51'13"E		52.00'	
15°54'24"	320.00'	66.64'	44.71'
02°03'11"W		12.00'	
64°42'12"	65.00'	73.40'	41.17'
28°25'16"W		37.70'	
51°33'44"E		20.00'	
28°25'55"	55.00'	32.31'	15.50'
35°02'42"	72.00'	153.42'	130.13'
54°46'11"E	50.50'	34.89'	17.95'
71°52'40"	138.00'	173.12'	100.04'
19°52'00"	180.00'	62.41'	31.52'
19°21'18"	560.00'	189.17'	95.50'
14°07'51"W		49.61'	
10°15'34"W		26.14'	
16°37'54"W		44.87'	
20°47'32"W		20.51'	

UNPLATTED

TRACT "J" (10' BUFFER & LANDSCAPE COMMON AREA)

TRACT "I" (RIGHT-OF-WAY RESERVATION FOR KELLY ROAD)

TRACT "K" (RIGHT-OF-WAY RESERVATION FOR A & W BULB ROAD)

TRACT "G" (FUTURE DEVELOPMENT TRACT)

TRACT "F" (WATER MANAGEMENT TRACT)

TRACT "G" (FUTURE DEVELOPMENT TRACT)

SECTION 32

SECTION 33

SECTION 34

SECTION 35

SECTION 36

SECTION 37

SECTION 38

SECTION 39

SECTION 40

SECTION 41

SECTION 42

SECTION 43

SECTION 44

SECTION 45

SECTION 46

SECTION 47

SECTION 48

SECTION 49

SECTION 50

SECTION 51

SECTION 52

SECTION 53

SECTION 54

SECTION 55

SECTION 56

SECTION 57

SECTION 58

SECTION 59

SECTION 60

SECTION 61

SECTION 62

SECTION 63

SECTION 64

SECTION 65

SECTION 66

SECTION 67

SECTION 68

SECTION 69

SECTION 70

SECTION 71

SECTION 72

SECTION 73

SECTION 74

SECTION 75

SECTION 76

SECTION 77

SECTION 78

SECTION 79

SECTION 80

SECTION 81

SECTION 82

SECTION 83

SECTION 84

SECTION 85

SECTION 86

SECTION 87

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SECTION 91

SECTION 92

SECTION 93

SECTION 94

SECTION 95

SECTION 96

SECTION 97

SECTION 98

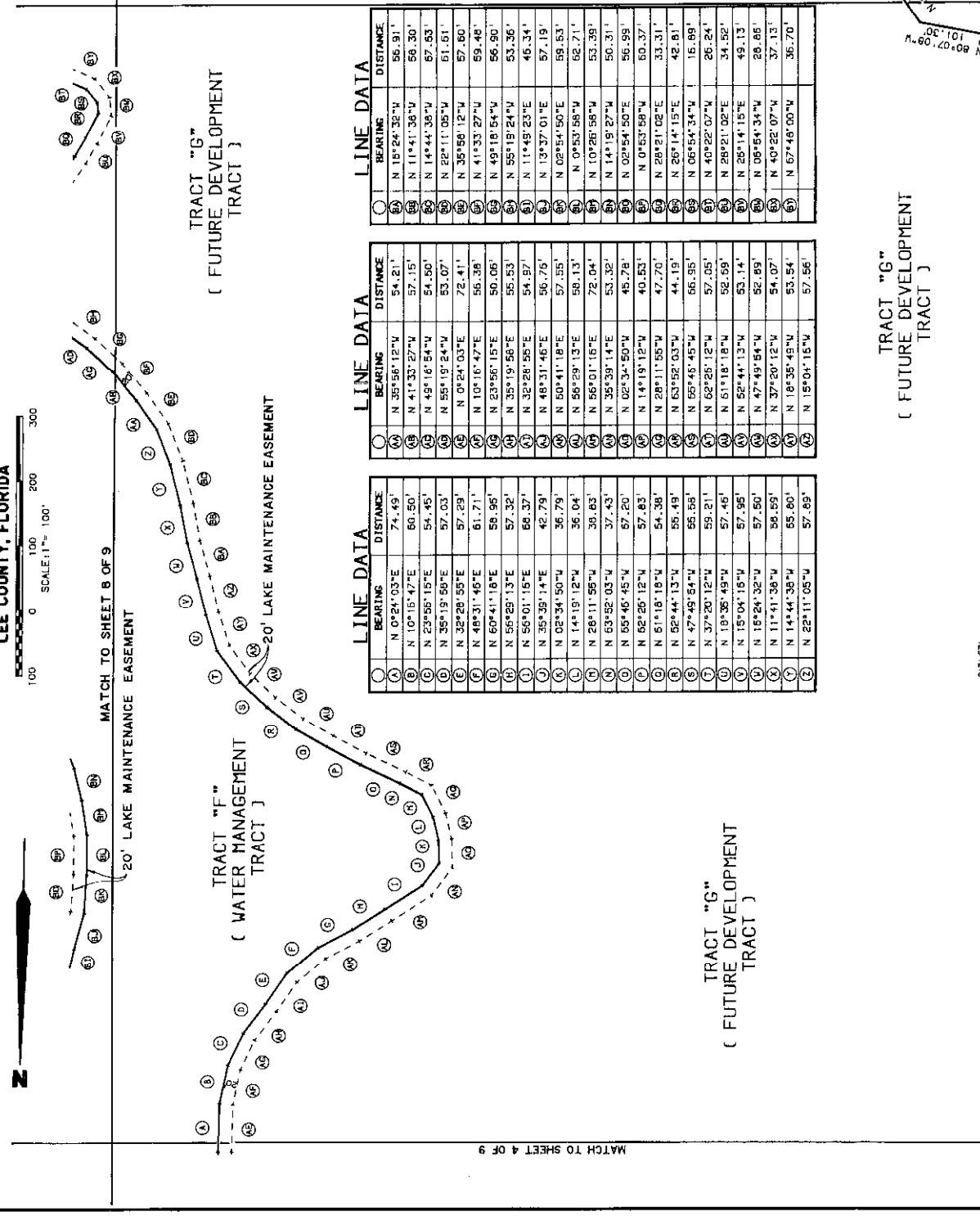
SECTION 99

SECTION 100

HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-3-90

HEALTHPARK FLORIDA WEST

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



TRACT "G"
(FUTURE DEVELOPMENT
TRACT)

TRACT "F"
(WATER MANAGEMENT
TRACT)

TRACT "G"
(FUTURE DEVELOPMENT
TRACT)

TRACT "G"
(FUTURE DEVELOPMENT
TRACT)

LINE DATA

POINT	BEARING	DISTANCE
50	N 15°24'32"W	56.91'
51	N 11°41'36"W	56.30'
52	N 14°44'38"W	67.53'
53	N 22°11'05"W	61.51'
54	N 35°58'12"W	57.50'
55	N 41°33'27"W	59.48'
56	N 49°18'54"W	56.90'
57	N 55°19'24"W	53.36'
58	N 11°45'23"E	46.34'
59	N 13°37'01"E	57.19'
60	N 02°54'50"E	59.53'
61	N 0°53'58"W	62.71'
62	N 10°26'58"W	53.39'
63	N 14°19'27"W	50.31'
64	N 02°54'50"E	56.99'
65	N 0°53'58"W	60.37'
66	N 28°21'02"E	33.31'
67	N 26°14'15"E	42.81'
68	N 06°54'34"W	15.89'
69	N 40°22'07"W	26.24'
70	N 28°21'02"E	34.92'
71	N 28°14'15"E	49.13'
72	N 06°54'34"W	29.86'
73	N 40°22'07"W	37.13'
74	N 67°48'00"W	36.70'

LINE DATA

POINT	BEARING	DISTANCE
75	N 35°56'12"W	54.21'
76	N 41°33'27"W	57.15'
77	N 49°18'54"W	54.90'
78	N 55°19'24"W	53.07'
79	N 0°24'03"E	72.41'
80	N 10°16'47"E	56.38'
81	N 23°56'15"E	50.06'
82	N 35°19'58"E	55.53'
83	N 32°28'56"E	54.57'
84	N 48°31'46"E	56.79'
85	N 50°41'18"E	57.55'
86	N 56°01'16"E	58.13'
87	N 56°01'16"E	72.04'
88	N 35°39'14"E	53.32'
89	N 02°34'50"W	45.78'
90	N 14°19'12"W	40.53'
91	N 28°11'58"W	47.70'
92	N 53°52'03"W	44.19'
93	N 55°48'45"W	56.95'
94	N 62°26'12"W	57.05'
95	N 61°18'18"W	52.69'
96	N 52°44'13"W	53.14'
97	N 47°49'54"W	52.99'
98	N 37°20'12"W	54.07'
99	N 11°41'36"W	58.89'
100	N 18°35'49"W	53.54'
101	N 15°04'15"W	57.56'

LINE DATA

POINT	BEARING	DISTANCE
A	N 0°24'03"E	74.49'
B	N 10°16'47"E	60.50'
C	N 23°56'15"E	54.45'
D	N 35°19'58"E	57.03'
E	N 32°28'55"E	57.29'
F	N 48°31'46"E	61.71'
G	N 60°41'18"E	58.95'
H	N 56°28'13"E	57.32'
I	N 56°01'15"E	68.37'
J	N 35°39'14"E	42.79'
K	N 02°34'50"W	36.79'
L	N 14°19'12"W	36.04'
M	N 28°11'58"W	38.83'
N	N 53°52'03"W	37.43'
O	N 55°48'45"W	67.20'
P	N 62°26'12"W	57.83'
Q	N 61°18'18"W	54.36'
R	N 52°44'13"W	55.49'
S	N 47°49'54"W	55.58'
T	N 37°20'12"W	59.21'
U	N 18°35'49"W	57.46'
V	N 15°04'15"W	57.95'
W	N 16°24'32"W	57.50'
X	N 11°41'36"W	58.59'
Y	N 14°44'38"W	55.80'
Z	N 22°11'05"W	57.89'

MATCH TO SHEET 8 OF 9

MATCH TO SHEET 4 OF 9

MATCH TO SHEET 6 OF 9

SECTION LINE

SECTION 4

SECTION 5

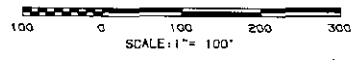
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HEALTHPARK FLORIDA WEST
PLAT BOOK 47 PAGE 5
ORDER NO. 13-3-96

HEALTHPARK RESUB PLAT SHEET # 5 - 1610-51271FFA, 10514, 113, 30-N-89 07-17 AN / 16914-

HEALTHPARK FLORIDA WEST

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



MATCH TO SHEET 9 OF 9

MATCH TO SHEET 5 OF 9

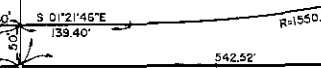
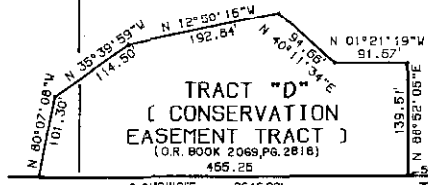
TRACT "G"
(FUTURE DEVELOPMENT TRACT)

SUMMERLIN

UNPLATTED

C.R. NO. 869

ROAD



HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-3-90

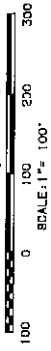
UNPLATTED

SECTION 4
FD. CONC. MON. #2653
0.26' S. & 0.01' E.

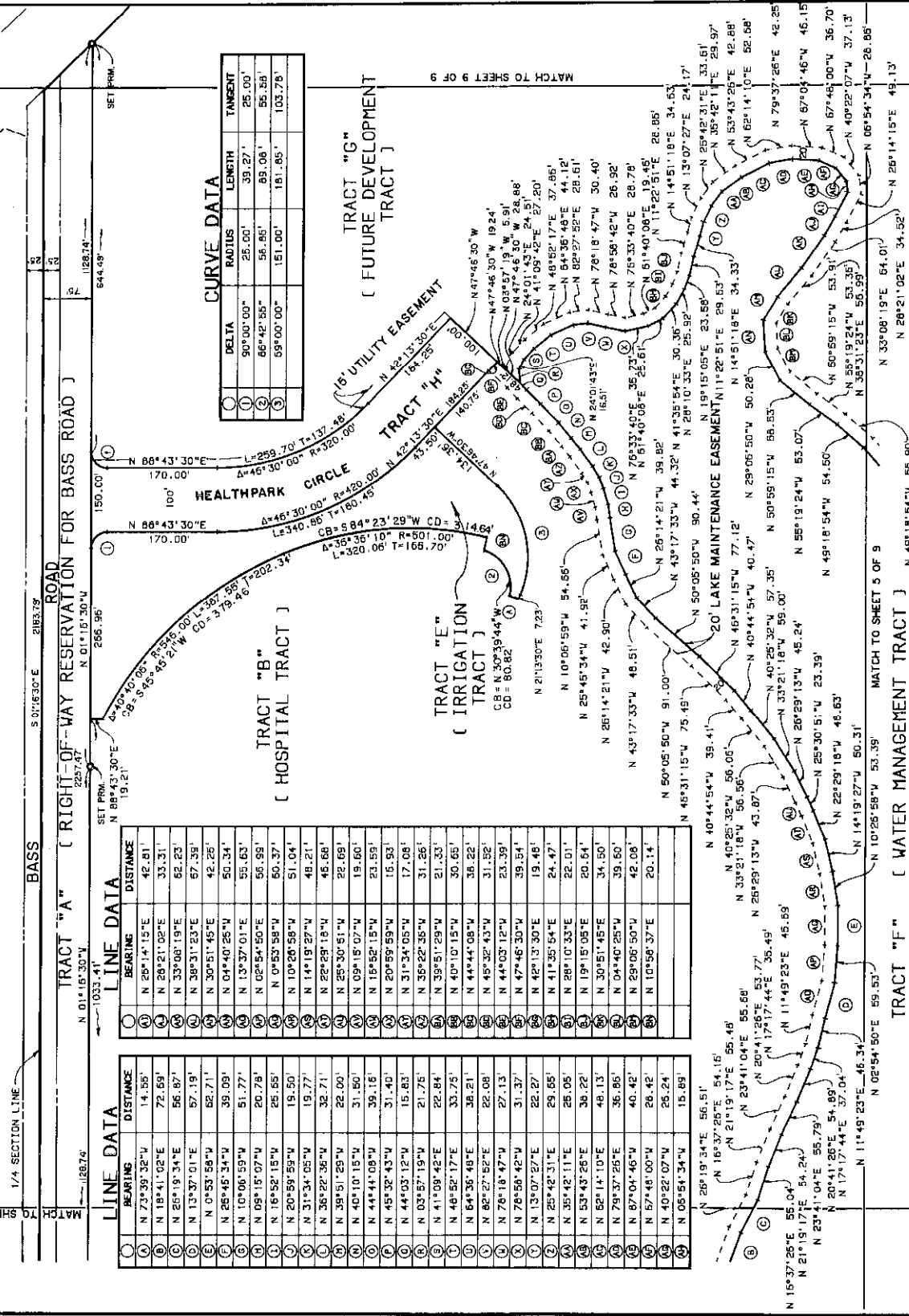
SECTION 5
FD. CONC. MON. #2653
0.17' S. & 0.07' E.

HEALTHPARK FLORIDA WEST

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



UNPLATTED



LINE DATA		LINE DATA	
BEARINGS	DISTANCE	BEARINGS	DISTANCE
N 73°30'32"W	14.55'	N 26°14'15"E	42.81'
N 18°41'02"E	72.59'	N 28°21'09"E	33.31'
N 25°19'34"E	56.87'	N 33°08'19"E	66.23'
N 13°37'01"E	57.19'	N 36°31'23"E	67.38'
N 0°53'58"W	82.71'	N 30°51'49"E	42.25'
N 25°45'34"W	39.09'	N 04°40'25"W	50.34'
N 10°06'59"W	51.77'	N 13°37'01"E	55.63'
N 09°15'07"W	20.78'	N 02°54'50"E	55.99'
N 16°52'15"W	25.65'	N 0°53'58"W	60.37'
N 20°59'59"W	19.50'	N 10°26'58"W	51.04'
N 31°34'05"W	19.77'	N 14°19'27"W	48.21'
N 36°22'35"W	32.71'	N 22°29'15"W	45.68'
N 39°51'29"W	22.00'	N 25°30'51"W	25.09'
N 40°10'15"W	31.50'	N 09°15'07"W	19.50'
N 44°41'09"W	39.15'	N 15°52'15"W	23.59'
N 45°32'43"W	31.40'	N 20°59'59"W	15.93'
N 44°03'12"W	15.83'	N 31°34'05"W	17.08'
N 03°57'19"W	21.75'	N 35°22'35"W	31.26'
N 41°09'42"E	22.84'	N 39°51'29"W	21.33'
N 48°52'17"E	33.72'	N 40°10'15"W	30.65'
N 64°35'48"E	38.21'	N 44°41'09"W	36.22'
N 82°27'52"E	22.08'	N 45°32'43"W	31.52'
N 78°18'47"W	27.13'	N 47°46'30"W	39.54'
N 78°58'42"W	31.37'	N 49°13'30"E	19.46'
N 13°07'27"E	22.27'	N 41°35'54"E	24.47'
N 25°42'31"E	29.65'	N 28°10'33"E	22.01'
N 35°42'11"E	25.05'	N 19°15'05"E	20.54'
N 53°43'26"E	36.22'	N 30°51'45"E	34.50'
N 79°37'25"E	36.85'	N 04°40'25"W	39.50'
N 87°04'46"W	40.42'	N 29°05'50"W	42.08'
N 57°48'00"W	26.42'	N 16°56'37"E	20.14'
N 40°22'07"W	25.24'		
N 05°54'34"W	15.89'		

CURVE DATA			
CIRCLE	DELTA	RADIUS	LENGTH TANGENT
1	90°00'00"	25.00'	39.27'
2	66°42'55"	55.86'	89.06'
3	59°00'00"	151.00'	181.85'

HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-3-90

HEALTHPARK RECORD PLAT SHEET # 6 - 16.00.012707 - 15914.116.01-06-88 06A.14.AM / 15914.1

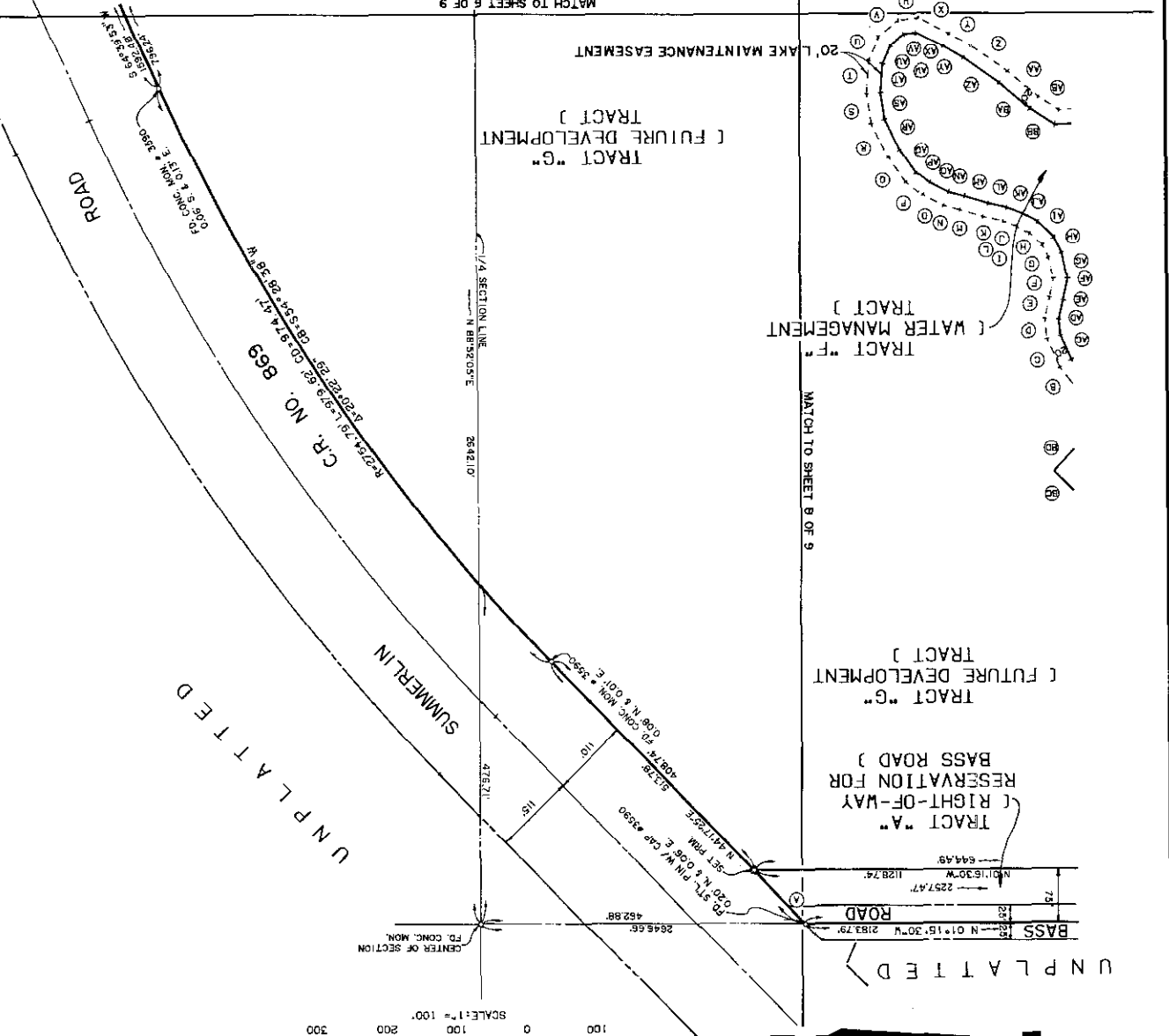
HEALTHPARK FLORIDA WEST

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

SHEET 9 OF 9

PLAT BOOK #7 PAGE 9

LINE DATA	BEARING	DISTANCE
(A)	N 44°17'26"E	105.03'
(B)	N 48°52'17"E	37.95'
(C)	N 64°26'48"E	44.12'
(D)	N 82°27'52"E	28.51'
(E)	N 79°18'47"W	30.40'
(F)	N 79°58'42"W	29.92'
(G)	N 75°33'40"E	28.78'
(H)	N 61°40'08"E	19.46'
(I)	N 41°35'54"E	24.47'
(J)	N 29°10'33"E	22.01'
(K)	N 19°15'05"E	20.64'
(L)	N 11°22'51"E	28.66'
(M)	N 14°51'18"E	34.63'
(N)	N 13°07'27"E	24.17'
(O)	N 25°42'31"E	33.61'
(P)	N 35°42'11"E	29.57'
(Q)	N 53°43'26"E	42.88'
(R)	N 62°14'10"E	52.58'
(S)	N 79°37'26"E	42.25'
(T)	N 87°04'45"W	45.15'
(U)	N 67°46'00"W	36.70'
(V)	N 49°22'07"W	37.13'
(W)	N 09°54'34"W	28.66'
(X)	N 26°14'15"E	49.13'
(Y)	N 26°21'02"E	34.52'
(Z)	N 33°06'19"E	64.01'
(AA)	N 36°31'23"E	55.99'
(AB)	N 30°51'46"E	34.50'
(AC)	N 54°35'48"E	38.21'
(AD)	N 62°27'52"E	22.08'
(AE)	N 78°18'47"W	27.13'
(AF)	N 78°58'42"W	31.37'
(AG)	N 76°33'40"E	35.73'
(AH)	N 61°40'08"E	25.61'
(AI)	N 41°35'54"E	30.35'
(AJ)	N 29°10'33"E	25.92'
(AK)	N 19°15'05"E	23.56'
(AL)	N 11°22'51"E	29.53'
(AM)	N 14°51'18"E	34.33'
(AN)	N 13°07'27"E	22.27'
(AO)	N 25°42'31"E	29.65'
(AP)	N 35°42'11"E	25.05'
(AQ)	N 53°43'26"E	38.22'
(AR)	N 62°14'10"E	48.13'
(AS)	N 79°37'26"E	36.66'
(AT)	N 87°04'45"W	40.42'
(AU)	N 67°46'00"W	28.42'
(AV)	N 49°22'07"W	26.24'
(AW)	N 09°54'34"W	16.89'
(AX)	N 26°14'15"E	42.61'
(AY)	N 26°21'02"E	33.31'
(AZ)	N 33°06'19"E	62.23'
(BA)	N 36°31'23"E	57.39'
(BB)	N 30°51'45"E	42.25'
(BC)	N 42°13'20"E	184.26'
(BD)	N 47°45'30"W	100.00'



HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-30-90

HEALTHPARK RECORD PLAT SHEET # 9 - 1610, 1512, 127, 151, 1514 117 01-04-99 09 08,17 AM / 15914-1



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HEALTHY FLORIDA WEST

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Ruth Keith - RE: vac2003-00047 and vac2003-00071

From: Anthony Garn
To: 'Ruth Keith' <RKEITH@leegov.com>
Date: 1/20/2004 1:49 PM
Subject: RE: vac2003-00047 and vac2003-00071

Dear Ruth,

The reason for these vacations is that Kennedy Homes proposes to develop a mixed residential development and desires to create a private entry feature within the west 308' lineal feet of Tract T. This portion of Tract T and the existing utility easements will also become a part of the private roadway system for the proposed Kennedy development.

If you have any further questions or need any additional information, please feel free to call me at 461-2466.

Sincerely,

Anthony Garn
Johnson Engineering, Inc.
2158 Johnson Street
Ft. Myers, FL 33901
Tel: (239) 334-0046
Fax: (239) 334-3661
agarn@johnsoneng.com
www.johnsonengineering.com
"Peace of Mind by Design"

-----Original Message-----

From: Ruth Keith [<mailto:RKEITH@leegov.com>]
Sent: Tuesday, January 20, 2004 1:40 PM
To: Anthony Garn
Subject: vac2003-00047 and vac2003-00071

Johnson Engineering
Attn: Anthony Garn

Dear Tony:

Per our last conversation, you have not submit a letter of explanation providing the reason and purpose for the request of your vacation. Please response as soon as possible.

Ruth Keith
Division of Development Services
Department of Community Development
Lee County Government, Florida
rkeith@leegov.com