



GIS Tracking Sheet

Case No.: DCI 2003-00068

Intake Date:

Project Name: HEALTHPARK FLORIDA

STRAP Number(s):

Planner Name: CHIP BLOCK Ext.

LEGAL DESCRIPTION VERIFICATION and INITIAL GIS MAPPING

Date:

INTAKE:

LEGAL SUFFICIENT

☐ YES

☐ NO

Initials:

If not, give brief explanation:

MAP UPDATE following FINAL ACTION

Date: 29 JAN 04

33-45-24 (Zoom out 2-3 times to view CPD)

☐ Hearing Examiner Decision

☐ Board of County Commissioner's Resolution

☐ Administrative Approval

☐ Blue Sheet

Zoning Notes: DCI 2003-00068, 15 JAN 04, WITHDRAWN, REQ WAS TO REZONE FROM CPD TO MPD.

MAP UPDATED

☒ YES

☐ NO

Initials: *[Signature]*

If not, give brief explanation:

Note to CPD: 009117 CPD: 014781

CPD: 000233 CPD: 000747

CPD: 002944

REFUND REQUEST

DATE: 15-Jan-04

FROM:

Mary Gibbs
Mary Gibbs

TO: FISCAL POOL - CASHIERS

TITLE: Director, Dept. of Community Development

CUSTOMER/CO NAME: HealthPark Florida

CASE#: DCI2003-00068

DATE PAID: 30-Sep-03

REASON: On September 30, 2003 Johnson Engineering submitted an application for a public hearing and Kennedy-Ft. Myers LC paid the fee of \$4,000.00. On December 31, 2003 Johnson Engineering submitted a Withdrawal stating the applicant has chosen to develop within the confines of the current zoning. Chip Block informed that the case went through one round of sufficiency finding it insufficient. Pam Houck, Zoning Director, informed that one-half of the \$4,000.00 fee should be refunded. One-half of \$4,000.00 is \$2,000.00.

TOTAL REFUND AMOUNT: \$2,000.00

AMOUNT:

ACCOUNT STRING:

\$ 2,000.00

LC5150015500.341900.9008

SEND REFUND TO:

Kennedy-Ft. Myers LC

c/o Johnson Eng., Inc. / Pat Newton

2158 Johnson Street

Ft. Myers, FL 33901

cc:

**Project File
Kara Stewart**

Attachments: 3

FISCAL USE ONLY

SUPPLIER#: _____

SUBMITTED BY: _____

DATE: _____

PHONE#: _____

PLEASE RETURN CHECK TO FISCAL POOL CASHIERS TO MAIL TO RECIPIENT W/COPY OF FORM.



APPLICATION FOR PUBLIC HEARING FOR UNINCORPORATED AREAS ONLY

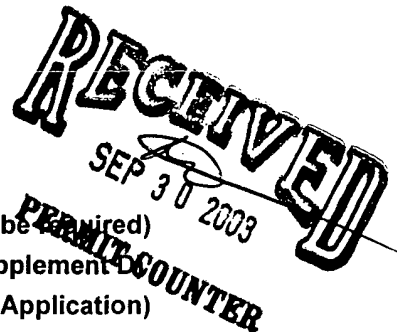
Applicant's Name: Lee Health Ventures, Inc. d/b/a HealthPark Florida

Project Name: HealthPark Florida CPD Amendment (HealthPark Florida East)

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

TYPE OF APPLICATION

- ☐ Special Exception (attach Supplement A)
☐ Variance (attach Supplement B)
☐ Conventional Zoning (attach Supplement C)
☒ Planned Development (not PRFPD) (attach Supplement D)
☒ Amendment to built Planned Development (Supplement D may be required)
☐ Private Recreational Facilities Planned Development (attach Supplement D)
☐ DRI - with rezoning (attach Supplement D and completed DRI Application)
☐ DRI - without rezoning (attach copy of ADA)



IS THIS PROJECT LOCATED IN THE ESTERO OR CAPTIVA PLANNING COMMUNITY? ☐ Yes* ☒ No
*If yes, please provide the meeting summary document and label accordingly.

DCI 2003-00068

STAFF USE ONLY

Case Number: DCI2003-00068

Commission District: # 3

Current Zoning: CPD

Fee Amount: \$ 4,000 -

Land Use Classification: URBAN COMM

Intake by: DHO

Planning Community: TONA/McGREGOR

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (239) 479-8585





LEE COUNTY

Fee History

Case #: DCI2003-00068

Case #: DCI2003-00068
Property Owner: LEE HEALTH VENTURES
Property Address: 0 RESERVED

Rezone 390.7 acres from Commercial Planned Development (CPD) to Mixed Use Planned Development (MPD) allowing for the continued development of this project with a maximum of up to 1,233,603 square feet of hospital space; 545,000 square feet of medical/general office space; 350,000 square feet of medical and general retail space; 680 independent living units; 280 bed ALF; 170,000 square feet of recreational space; and 160,000 square feet of campus services, with a maximum building height of 8 stories. This amendment also seeks to add the uses of Dwelling Unit, single family detached and model homes; amend the property development regulations; and convert 114 of the multiple family dwelling units to 60 single family dwelling units.

Description	Revenue Account Number	Fees	Paid	Date Paid	Due
PD Amendments	LC5150015500.341900.9008	4,000.00	4,000.00	9/30/2003	0.00

Total Fees: \$4,000.00 Paid: \$4,000.00 TOTAL REMAINING DUE: \$0.00

Receipt # 22003 000000000 18532 ✓ 9

From: Amanda Hughes
To: Hendry, Pamela; Stevens, Joanne
Date: 1/12/04 2:36PM
Subject: Re: Refund Info for HealthPark Florida

It was Kennedy-Ft Myers LC
Thanks!

Amanda Hughes, Senior Account Clerk
DCD/Public Works/Internal Services/Fiscal
AHUGHES@LEEGOV.COM
(239) 479-8539
(239) 479-8186 - FAX

>>> Pamela Hendry 01/12/04 02:33PM >>>
Please give me the remitter's name for DCI2003-00068.

Receipt #2200300000000018532, \$4,000.00 paid on 9/30/03,

Thank you!

Pam Hendry, Administrative Assistant
DCD Administration
e-mail: hendrypk@leegov.com
Phone (239) 479-8348
FAX (239) 479-8341



LEE COUNTY
SOUTHWEST FLORIDA

APPLICATION FOR PUBLIC HEARING FOR UNINCORPORATED AREAS ONLY

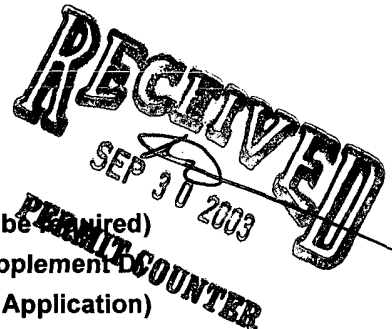
Applicant's Name: Lee Health Ventures, Inc. d/b/a HealthPark Florida

Project Name: HealthPark Florida CPD Amendment (HealthPark Florida East)

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

TYPE OF APPLICATION

- ☐ Special Exception (attach Supplement A)
☐ Variance (attach Supplement B)
☐ Conventional Zoning (attach Supplement C)
☒ Planned Development (not PRFPD) (attach Supplement D)
☒ Amendment to built Planned Development (Supplement D may be required)
☐ Private Recreational Facilities Planned Development (attach Supplement D)
☐ DRI - with rezoning (attach Supplement D and completed DRI Application)
☐ DRI - without rezoning (attach copy of ADA)



IS THIS PROJECT LOCATED IN THE ESTERO OR CAPTIVA PLANNING COMMUNITY? ☐ Yes* ☒ No
*If yes, please provide the meeting summary document and label accordingly.

DCI 2003-00068

STAFF USE ONLY

Case Number: DCI2003-00068

Commission District: # 3

Current Zoning: CPD

Fee Amount: \$ 4,000 -

Land Use Classification: URBAN COMM

Intake by: DHO

Planning Community: TUSA/McGREGOR

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (239) 479-8585

**PART 1
APPLICANT/AGENT INFORMATION**

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

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

City: Fort Myers State: FL Zip: 33908

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

Fax: Area Code: 239 Number: 489-3190

E-mail address: _____

B. Relationship of Applicant to owner (check one):

- _____ Applicant (individual or husband & wife) is the sole owner of the property. [34-201(a)(1)a.1.]
- ☒ Applicant has been authorized by the owner(s) to represent them for this action.
- ☒ **Notarized Affidavit of Authorization form** is attached as **Exhibit PH-1.B.2.** [34-202(b)(1)c.]
- _____ Applicant is a contract purchaser/vendee. [34-202(b)(1)d.]
- _____ **Notarized Affidavit of Authorization form** is attached as **Exhibit PH-1.B.2.** [34-202(b)(1)c.]
- _____ Application is County initiated. BOCC authorization is attached as **Exhibit PH-1.B.3**

C. Authorized Agent: Name of the person who is to receive all county-initiated correspondence regarding this application. [34-202(b)(1)c.]

C.1. Company Name: Johnson Engineering, Inc.

Contact Person: Patricia H. Newton, Planning Director

Address: Street : 2158 Johnson Street

City: Fort Myers State: Florida Zip: 33901

Phone: Area Code: 239 Number: 334-0046 Ext: _____

Fax: Area Code: 239 Number: 334-3661

E-mail address: _____

C.2. Additional Agent(s): The names of other agents that the county may contact concerning this application are attached as Exhibit PH-1.C.2. [34-202(b)(1)c.]

Company Name: Henderson, Franklin, Starnes & Holt, P.A.

Contact Person: Russell P. Schropp, Esquire

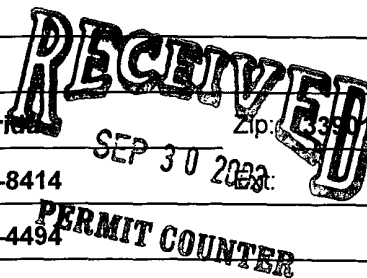
Address: Street : 1715 Monroe Street

City: Fort Myers State: Florida Zip: 33901

Phone: Area Code: 239 Number: 337-8414

Fax: Area Code: 239 Number: 332-4494

E-mail address: russell.schropp@henlaw.com



**PART 2
PROPERTY OWNERSHIP**

A. Property Ownership: Single owner (individual or husband & wife only) [34-201(a)(1)a.1.]

A.1. Name: N/A

Mailing Address: Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Area Code: _____

Number: _____

Ext: _____

Fax: _____

Area Code: _____

Number: _____

E-mail: _____

B. Property Ownership: Multiple owners (Corporation, partnership, trust, association) [34-201(a)(1)].

B.1. Disclosure Form is attached as **Exhibit PH-2.B.1.** [34-201(b)2]

C. Multiple parcels

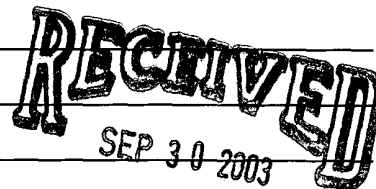
C.1. X Property owners list is attached as **Exhibit PH-2.C.1.** [34-202(a)(5)]

C.2. X Property owners map is attached as **Exhibit PH-2.C.2.** [34-202(a)(5)]

D. Date property was acquired by present owner(s): See attached list.

**PART 3
PROPERTY INFORMATION**

A. STRAP Number(s): See attached list.



B. Street Address of Property: 15881 – 16201 Bass Road, Fort Myers, Florida 33908

C. Legal Description

N/A **Legal description** (on 8 1/2" by 11" paper) is attached as **Exhibit PH-3.C.1.** [34-202(a)(1)]

N/A **Electronic version of the legal description** is attached as **Exhibit PH-3.C.2.**

D. Boundary Survey or certified sketch of description: (check appropriate response)

X The property consists of one or more undivided platted lots in a subdivision recorded in the Official County Plat Books. A copy of the applicable plat book page is attached as **Exhibit PH-3.D.1.** [34-202(a)(2)] **(Overall Parcel)**

N/A The request is for a conventional rezoning, special exception, or variance on a parcel less than ten acres in area. Attached is a (check one) _____ Certified sketch of description attached as **Exhibit PH-3.D.2.** or a _____ Boundary survey attached as **Exhibit PH-3.D.2.** [34-202(a)(2)]

N/A The request is for a Planned Development or consists of ten or more acres. A Boundary survey, tied to the state plane coordinate system, is attached as **Exhibit PH-3.D.3.** [34-202(a)(2)]

E. Planning Community: Iona/McGregor

F. General Location of Property:

F.1. Area location map is attached as Exhibit PH-3.F. [34-202(a)(4)]

F.2. Directions to property: Summerlin Road south to Bass Road for overall parcel. Bass Road north to HealthPark Circle (Kennedy parcel located at the end of HealthPark Circle).

G. Surrounding property owners:

G.1. X List of surrounding property owners is attached as Exhibit PH.3.G.1. [34-202(a)(6)]

G.2. X Map of surrounding property owners is attached as Exhibit PH.3.G.2. [34-202(a)(7)]

G.3. X 2 sets of mailing labels are attached as Exhibit PH.3.G.3. [34-202(a)(6)]

H. Current Zoning of Property: CPD

I. Current use of property:

Current Non-agricultural uses of the property are: The subject property is the site of HealthPark Florida, an acute care hospital facility, including Hope Hospice, Ronald McDonald House, a day care center, a nursing home, medical office buildings, a multi-family development. Several development orders are currently under review within several portions of this site

Kennedy Parcel: Vacant undeveloped

N/A Current Agricultural uses on the property are shown in Exhibit PH-3.I. [34-202(b)(7)]

J. Land Use Classification:

<u>Urban Community</u>	<u>390.7</u> Acres	<u>100</u> % of total
	Acres	% of total
	Acres	% of total
	Acres	% of total

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K. Flood Hazard (write NA if not applicable) [34-202(a)(8)]

N/A The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.

X The minimum elevation required for the first habitable floor is 9 ft NGVD (MSL)

L. Deed Restrictions

- L.1. N/A There are no deed restrictions or other covenants on this property that affect this request.
- L.2. X Deed restrictions\ covenants that may affect this request are attached as **Exhibit PH-3.L.2.**
- L.3. X A narrative explanation as to how the deed restrictions or covenants may affect this request. is attached as **Exhibit PH-3.L.3** [34-202(b)(2)]

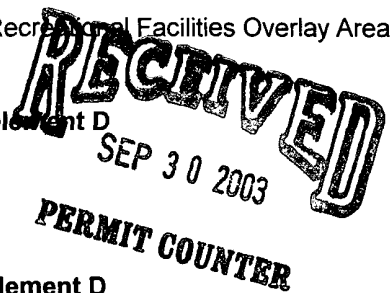
M. Property Dimensions [34-202(a)(8)]

1. Width (average if irregular parcel):	<u>6,800 ±/2000 ±</u>	Feet	
2. Depth (average if irregular parcel):	<u>3500 ±/1000 ±</u>	Feet	
3. Total area:	<u>390.7 / 13.08</u>	Acres	or square feet
4. Frontage on road or street:	<u>6,800 ±/NA</u>	Feet on	<u>Summerlin Road</u> Street
2 nd Frontage on road or street:	<u>3,500 ±/NA</u>	Feet on	<u>Bass Road</u> Street

**PART 4
ACTION REQUESTED**

A. Action Requested: [check applicable action(s)]

- N/A Special Exception for _____ Attached is Supplement A
- N/A Variance for _____ Attached is Supplement B
- N/A Conventional Rezoning from: _____ to _____ Attached is Sup. C
- X Planned Development rezoning from CPD to MPD
- N/A DCI - Major: Attached is Supplement D
- X DCI - Minor: Attached is Supplement D
- N/A Request is for PRFPD zoning in the Private Recreational Facilities Overlay Area. Attached is Supplement D
- X Planned Development Amendment. Attached is the Supplement D
- N/A Public Hearing for DRI
- _____ No rezoning is required.
- _____ Rezoning is required. Attached is the Supplement D



B. Excavations:

- N/A No blasting will be used in the excavation of lakes or other site elements.
- N/A A map indicating the general location of the proposed blasting locations is attached as **Exhibit PH-4.B** [34-202(b)(6)]

C. Bonus Density (put NA if not applicable)

- N/A Bonus density will be used. Attached is **Exhibit PH-4.C** showing calculations. [34-202(b)(5)]

D. Hazardous materials (put NA if not applicable)

N/A A Hazardous materials emergency plan is attached as **Exhibit PH-4.D** [34-202(b)(4)]

E. Mobile Home Park (put NA if not applicable)

N/A Request includes rezoning of a Mobile Home Park. **Attached is Exhibit PH-4.E** [34-203(d)]

F. Aviation Hazard (put NA if not applicable)

N/A Property is subject to Airport Hazard District regulations. **Attached is Exhibit PH-4.F** [34-1001 et seq]

N/A A tall structures permit will be required.

N/A Property is located within Noise zone: N/A

G. Estero Planning Community (put NA if not applicable)

N/A A summary of public informational session. **Attached is Exhibit PH-4.G** [34-373(a)(10)]

H. Captiva Planning Community (put NA if not applicable)

N/A A summary of public informational session. **Attached is Exhibit PH-4.H** [Lee Plan Policy 21.7]

I. Waivers from Application Submission Requirements: The following waivers have been approved by the Director of Zoning Services and are attached as **Exhibit PH-4.I** [Section 34-202(a)]

Section Number	Name of item
<u>N/A</u>	<u>N/A</u>

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**PART 6
SUBMITTAL REQUIREMENTS**

THE NUMBER OF COPIES REQUIRED FOR EACH EXHIBIT IS BASED ON THE ACTION REQUESTED AS INDICATED BELOW. TO BE SUBMITTED FOR EACH OF THE FOLLOWING EXHIBITS IS AS FOLLOWS:

Exhibits				SUBMITTAL ITEMS
Var.	Conv. Rez. or Spe. Exc.	PDs & DRIs		
1	1	12		Completed application for Public Hearing [34-201(b)]
1	1	1		Filing Fee - [34-202(a)(9)]
SUPPLEMENTAL FORMS (select applicable form)				
0	1	0	SUP A	Special Exception supplement
1	0	0	SUP B	Variance supplement
0	1	0	SUP C	Conventional rezoning
0	0	12	SUP D	Planned Development Rezoning or DRI with PD Rezoning requested
0	0	12	SUP-D	Planned Development Amendment
0	0	12	SUP D	PRFPD in in Overlay Area Rezoning supplement
0	0	12	ADA	DRI no rezoning requested
EXHIBITS				
1	1	3	PH-1.B.2	Notarized Affidavit of Authorization Form [34-202(b)(1)c]
1	1	1	PH-1.B.3	BOCC authorization (if applicable)
1	1	12	PH-1.C.2	Additional agents
1	1	3	PH-2.B.1.	Disclosure Form [34-201(b)(2)a]
1	1	2	PH-2.C.1	Subject property owners list (if applicable) [34-202(a)(5)]
1	1	2	PH-2.C.2	Subject Property Owners map (if applicable) [34-202(a)(5)]
2	2	2	PH-3.C.1	Legal Description [34-202(a)(1)]
1	1	1	PH-3.C.2	Electronic version of legal description (if available)
1	1	3	PH-3.D.1	Copy of Plat Book Page (if applicable) [34-202(a)(1)]
1	1	3	PH-3.D.2	Certified sketch of description (less than ten acres) [34-202(a)(2)]
1	1	3	PH-3.D.3	Boundary survey (all PDs and anything to 300 ft or more) [34-202(a)(2) & [34-373(a)(4)a.]
1	1	0	PH-3.F	Area Location Map on 8 by 11 paper pursuant to Section 34-202(a)(4) for Planned Developments
0	0	0		Area Location Map for Planned Developments - see Supplement D
1	1	2	PH-3.G.1	List of Surrounding Property Owners [34-202(a)(6)]
1	1	2	PH-3.G.2	Map of Surrounding Property Owners [34-202(a)(7)]
2	2	2	PH-3.G.3	Mailing labels [34-202(a)(6)]
0	1	12	PH-3.I	Agricultural uses at time of zoning application. [34-202(b)(7)]

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Exhibits			SUBMITTAL ITEMS	
1	1	3	PH-3.L.2	Deed Restrictions\Covenants [34-202(b)(2)]
1	1	3	PH-3.L.3	Narrative addressing effect of Deed Restrictions [34-202(b)(2)]
1	1	12	PH-4.B	Location of proposed blasting (if applicable). [34-202(b)(6)]
0	0	4	PH-4.C	Bonus Density units (if applicable) [34-202(b)(5)]
1	1	4	PH-4.D	Hazardous materials emergency plan (if applicable) [34-202(b)(4)]
0	1	4	PH-4.E	Mobile Home Park Information (if applicable) [34-203(d)]
1	1	4	PH-4.F	Aviation Hazard (if applicable) [34-1001 et seq.]
1	1	4	PH-4.G	Developments located within Estero Planning District [34-373-(a)(10)]
1	1	4	PH-4.H	Developments located within Captiva Planning District [Lee Plan Policy 21.7)
1	1	12	PH-4.I	Approved Waivers [34-202(a)]
ADDITIONAL REQUIREMENTS FOR DRIs NOT INVOLVING A REZONING				
0	0	12		Notice of proposed change Substantial Deviations Form RPM-BSP-Proposed Change - 1 pursuant to Section 380.06(19) F.S.
0	0	12		DRI, AMDA, FQD Form RPM-BSP-ADA - 1. Application for Development Approval pursuant to Section 380.06 F.S.
0	0	12		Abandonment Form RPM-BSP-Abandonment-DRI-1. Application for abandonment of a DRI.

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EXHIBIT PH-1.C.2
ADDITIONAL AGENTS

Company Name: Henderson, Franklin, Starnes & Holt, P.A.
Contact Person: Russell P. Schropp, Esquire
Address: Street : 1715 Monroe Street
City: Fort Myers **State:** Florida **Zip:** 33901
Phone: **Area Code:** 239 **Number:** 337-8414 **Ext:** _____
Fax: **Area Code:** 239 **Number:** 332-4494
E-mail address: russell.schropp@henlaw.com

Company Name: _____
Contact Person: _____
Address: Street :
City: _____ **State:** _____ **Zip:** _____
Phone: **Area Code:** _____ **Number:** _____ **Ext:** _____
Fax: **Area Code:** _____ **Number:** _____
E-mail address: _____

Company Name: _____
Contact Person: _____
Address: Street :
City: _____ **State:** _____ **Zip:** _____
Phone: **Area Code:** _____ **Number:** _____ **Ext:** _____
Fax: **Area Code:** _____ **Number:** _____
E-mail address: _____

Company Name: _____
Contact Person: _____
Address: Street :
City: _____ **State:** _____ **Zip:** _____
Phone: **Area Code:** _____ **Number:** _____ **Ext:** _____
Fax: **Area Code:** _____ **Number:** _____
E-mail address: _____

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LEE COUNTY
SOUTHWEST FLORIDA

SUPPLEMENT D

**ADDITIONAL REQUIRED INFORMATION FOR
A PLANNED DEVELOPMENT APPLICATION
UNINCORPORATED LEE COUNTY**

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SEP 30 2003
PERMIT COUNTER

DCI 2003-00068

Case Number:

Project Name:

HealthPark Florida CPD Amendment (HealthPark Florida East)

Authorized agent:

Johnson Engineering, Inc. & Henderson, Franklin, Starnes & Holt, P.A.

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

Select one only

☐ DRI (rezoning required)

☐ DCI-Major

☐ DCI-Minor

☐ DCI-Minor - Existing Dev. ⁽¹⁾

☐ DCI-Minor - Amend. to approved master concept plan ⁽²⁾

☒ Amend. to built planned development meeting DCI threshold. ⁽³⁾

☐ PRFPD in Private Recreational Facilities Overlay Area [(34-341(a)(2)]

Notes:

- (1) Existing development. A development that has already been developed but does not conform to the regulations for a conventional district and is requesting a rezoning to a planned development classification. It will be reviewed in the same manner as a minor planned development except that a traffic impact statement will not be required. [34-341(b)(2)d.1.]
- (2) Amendments to application. Application to amend an approved major or minor master concept plan or its attendant documentation, or for the extension of a vacated master concept plan originally approved prior to December 2, 1991. It will be treated procedurally as minor planned developments. These applications will require only as much information, as deemed necessary by the director, needed to describe the changes requested, to specify the incremental change in impacts expected from the amendment, and to detail the changes in development, environment and background (surrounding land use, traffic volumes, water, wastewater and other service availability, etc.), that have occurred since the original application. [34-341(b)(2)d.2.]
- (3) Amendments to built planned developments (PD). An application for a variance or other approval covered by this chapter wherein the subject property is the only part of the original planned development for which the approval is sought. Application meets the threshold for a development of county impact and will be reviewed in accordance with the rules for reviewing developments of county impact. Applicant must be the owner of the subject property and the consent of the owners of the remainder of the original planned development will be unnecessary. However, these owners must be given notice of the proposed amendments as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property.

For purposes of this subsection, the term "built" means that all of the roads, utilities, buildings, open space, surface water management features and structures, common space, common amenities, common landscaping, gateposts, entrance signs, entrance ways and other similar items identified as part of the final approved master concept plan have been constructed and acknowledged by the county as complete. In the case of residential planned developments or mixed developments which include residential structures, the term "built" does not mean that all residential structures must have been constructed on individual platted lots.

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PART 1 GENERAL INFORMATION

A. Comprehensive Plan Amendments (check one):

 X There are **NO** Lee Plan Amendments pending that could affect the future use of this property.

 N/A The following Lee Plan Amendments **ARE** pending and could affect the future use of this property. (List uses and brief explanation of their effect on this application):

B. Archaeological/Historical (check one):

 X There are **NO** known or recorded historical or archaeological sites on the property and no part of the property is located within a level 1 or level 2 zone of archaeological sensitivity pursuant to chapter 22. [34-373(a)(4)f.]

 N/A There are known or recorded historical or archaeological sites on the property or part of the property is located within a level 1 or level 2 zone of archaeological sensitivity pursuant to chapter 22. Attached as **Exhibit 1-B** is a map indicating the nature and location of known or recorded historical or archaeological or areas of the property located within level 1 or level 2 zones of archaeological sensitivity including the outline of historic buildings and approximate extent of archaeological sites. [34-373(a)(4)f.]

C. Public Transit (check one):

 N/A Property is **NOT** within the Lee Tran public transit service area.

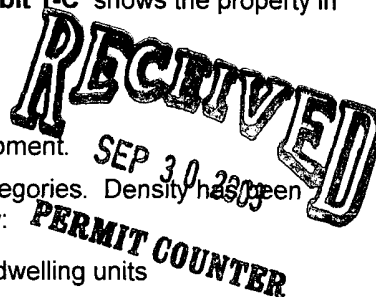
 X Property is within the Lee Tran public transit service area. **Exhibit 1-C** shows the property in relation to existing and proposed public transit routes,

D. Density

 N/A There are no residential dwelling units proposed for this development.

 X The property is located within one or more Future Land Use categories. Density has been calculated in **Part 3** of this application and is summarized below:

Intensive Development	_____	Proposed dwelling units
Central Urban	_____	Proposed dwelling units
Urban Community	<u> 968 </u>	Proposed dwelling units
Suburban	_____	Proposed dwelling units
Outlying Suburban	_____	Proposed dwelling units
TOTAL	<u> 968 </u>	Proposed dwelling units (Per DRI)

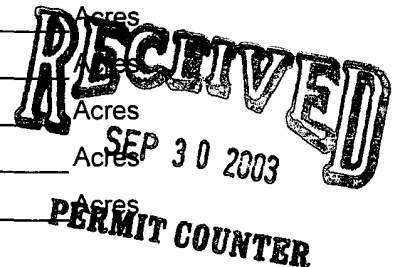


PART 2 (SEE DRI)
TYPES OF LAND AREA ON PROPERTY

A. Gross Acres (total area within described parcel)	_____	Acres
1. Submerged land subject to tidal influence:	_____	Acres
2. Other non-freshwater Wetlands:	_____	Acres
3. R-O-W providing access to non-residential uses:	_____	Acres
4. Non-residential use areas ⁽¹⁾	_____	Acres
B. Total area not eligible as gross residential acreage. Items A.1. + A.2 + A.3. + A.4.	_____	Acres
C. Gross residential acres. (A minus B) ⁽²⁾	_____	Acres
D. Gross residential acres by Land Use Category		
1. a. Intensive development - Upland	_____	Acres
b. Intensive development - freshwater wetland	_____	Acres
2. a. Central Urban - Upland	_____	Acres
b. Central Urban - freshwater wetland	_____	Acres
3. a. Urban Community or Suburban - Upland	_____	Acres
b. Urban Community or Suburban freshwater wetland	_____	Acres
4. a. Outlying Suburban - Upland	_____	Acres
b. Outlying Suburban - freshwater wetland	_____	Acres
5. a. Rural, Outer Island, Rural Community Preserve - Upland	_____	Acres
b. Rural, Outer Island, Rural Community Preserve - freshwater wetland	_____	Acres
6. a. Open Lands - Upland	_____	Acres
b. Open Lands - freshwater wetland	_____	Acres
7. a. DR/GR - Upland	_____	Acres
b. DR/GR - freshwater wetland	_____	Acres
8. a. Wetlands - freshwater	_____	Acres
b. Wetlands - not - freshwater	_____	Acres
9. a. New Community - Upland	_____	Acres
b. New Community - freshwater wetland	_____	Acres
10. a. University Community - Upland	_____	Acres
b. University Community - freshwater wetland	_____	Acres
11. TOTAL (should equal "C" above)	_____	Acres

NOTES:

- (1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included.
- (2) Lands to be used for residential uses including land within the development proposed to be used for streets and street rights of way, utility rights-of-way, public and private parks, recreation and open space, schools, community centers, and facilities such as police, fire and emergency services, sewage and water, drainage, and existing man-made waterbodies.



**PART 3 (SEE DRI)
RESIDENTIAL DEVELOPMENTS
PRELIMINARY DENSITY CALCULATIONS***

- * Notes: 1. Complete only if living units are proposed in a Future Land Use Category.
2. If more than one classification, calculations for each classification must be submitted.
3. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Intensive Development Category

1. Preliminary Standard Units	Maximum standard density	Units
a. Total upland Acres (from Part 2, D.1.a.)	_____ times 14 equals	_____
b. Total freshwater wetland Acres (from Part 2, D.1.b.)	_____ times 14 equals	_____
c. _____ (1)		_____
2. Maximum Permitted Units	Maximum permitted	Units
a. Total upland Acres (from Part 2, D.1.a.)	_____ times 18 equals	_____
3. Total allowed standard units (A.1.c. or A.2.a., whichever is less)		_____
4. _____ (2)		
a. Low-moderate housing density:		_____
b. TDR units:		_____
c. Sub-total (A.4.a. plus A.4.b.)		_____
5. _____ (1)		_____

B. Central Urban Category

1. Preliminary Standard Units	Maximum standard density	Units
a. Total upland Acres (from Part 2, D.2.a.)	_____ times 10 equals	_____
b. Total freshwater wetland Acres (from Part 2, D.2.b.)	_____ times 10 equals	_____
c. _____ (1)		_____
2. Maximum Permitted Units	Maximum permitted	Units
a. Total upland Acres (from Part 2, D.2.a.)	_____ times 12.5 equals	_____
3. Total allowed standard units (B.1.c. or B.2.a., whichever is less)		_____
4. _____ (2)		
a. Low-moderate housing density:		_____
b. TDR units:		_____
c. Sub-total (B.4.a. plus B.4.b.)		_____
5. _____ (1)		_____

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Notes:

- (1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.
(2) If low-moderate housing density credits or Transfer of Development Rights (TDRs) credits are included, attach the calculations and approvals hereto.

(SEE DRI)

C. Urban Community Category

1. Preliminary Standard Units	Maximum standard density	Units
a. Total upland Acres (from Part 2, D.3.a.)	_____ times 6 equals	_____
b. Total freshwater wetland Acres (from Part 2, D.3.b.)	_____ times 6 equals	_____
c. (1)		
2. Maximum Permitted Units	Maximum permitted	Units
a. Total upland Acres (from Part 2, D.3.a.)	_____ times 8 equals	_____
3. Total allowed standard units (C.1.c. or C.2.a, whichever is less)	_____	
4. (2)		
a. Low-moderate housing density:		_____
b. TDR units:		_____
c. Sub-total (D.4.a. plus D.4.b.)		_____
5. (1)		_____

Notes:

- (1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.
(2) If Low-moderate housing density credits or Transfer of Development Rights (TDRs) credits are included, attach the calculations and approvals hereto.

D. Suburban Category

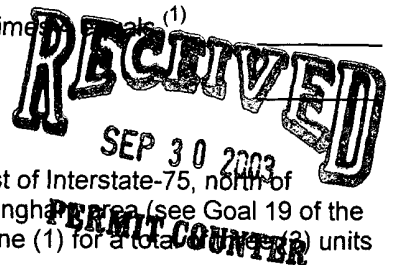
1. Preliminary Standard Units	Maximum standard density	Units
a. Total upland Acres (from Part 2, D.3.a.)	_____ times 6 equals	_____
b. Total freshwater wetland Acres (from Part 2, D.3.b.)	_____ times 6 equals	_____
c. (1)		
2. Maximum Permitted Units	Maximum permitted	Units
a. Total upland Acres (from Part 2, D.3.a.)	_____ times 8 equals	_____
3.		

E. Outlying Suburban Category

1. Preliminary Standard Units	Maximum standard density	Units
a. Total upland Acres (from Part 2, D.4.a.)	_____ times 3 equals	_____
b. Total freshwater wetland Acres (from Part 2, D.4.b.)	_____ times 3 equals	_____
c. Preliminary Total Standard units (a. plus b.) (1)		_____
2. Maximum Permitted Units	Maximum permitted	Units
a. Total upland Acres (from Part 2, D.4.a.)	_____ times 3 equals (1)	_____
3. Total allowed standard units (E.1.c. or E.2.a., whichever is less)		_____

Notes:

- (1) Outlying suburban land located north of the Caloosahatchee River and east of Interstate-75, north of Pondella Road and south of Pine Island Road (SR 78), and in the Buckingham area (see Goal 19 of the Lee Plan), the maximum upland density is two (2) units per acre plus one (1) for a total of three (3) units per acre.



**PART 4
ENVIRONMENTAL ISSUES**

A. Topography: Describe the range of surface elevations of the property:

3 feet to 9.12 feet NGVD

B. Sensitive Lands: Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the Lee Plan), flowways, creek beds, sand dunes, other unique land forms [see Lee Plan Policy 77.1.1 (2)] or listed species occupied habitat (see Sec. 10-4730 of the Land Development Code.

None

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continued

C. **Preservation/Conservation of Natural Features:** Describe how the lands listed in B. above will be protected by the completed project:

None

D. **Shoreline Stabilization:** If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:

N/A

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PART 5
SANITARY SEWER FACILITIES (34-415)

- A. **Special Effluent:** If special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:

None

- B. **Private On-site Facilities:** If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including: **N/A**

1. Method and degree of treatment:

N/A

2. Quality of the effluent:

N/A

3. Expected life of the facility:

N/A

4. Who will operate and maintain the internal collection and treatment facilities:

N/A

5. Receiving bodies or other means of effluent disposal:

N/A

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continued

C. **Spray Irrigation:** If spray irrigation will be used, specify:

1. The location and approximate area of the spray fields:

N/A

2. Current water table conditions:

N/A

3. Proposed rate of application:

N/A

4. Back-up system capacity:

N/A

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PART 6 - SUBMITTAL REQUIREMENTS

Copies*		Exhibits	Item
Sub.	Req.		
12	12		Public Hearing Application form [34-373(a)(1)]
1	1		Application Fee [34-373(a)(2)]
DESCRIPTION OF EXISTING CONDITIONS			
NA	3	1-B	Historical or Archaeological sites: The nature and location of any known or recorded historical or archaeological sites as listed on the Florida Master Site File or the Lee County Historical Site Survey, and the location of any part of the property that is located within level 1 or level 2 zones of archaeological sensitivity pursuant to chapter 22. The plan must show the outline of historic buildings and approximate extent of archaeological sites. A description of proposed improvements that may impact archaeological or historical resources must also be provided. [34-373(a)(4)h.]
12	12	1-C	Public Transit. A map or other depiction of the property in relation to existing and proposed public transit routes, as well as to bus stops, if located within the Lee Tran public transit service area. [34-373(a)(4)g.]
3	3	6-A	A Boundary Survey, prepared by a professional surveyor, that meets the minimum technical standards as set out in chapter 61G17-6, F.A.C., and which survey has been signed and sealed within one year of the application date, and which shows existing conditions on the property to full survey accuracy. [34-373(a)(4)a.]
12	12	6-B	Area Location Map on 8.5" by 11" paper. A map marked to show the location of the property to be developed in relation to arterial and collector streets <u>as well as the location of existing easements and rights-of-way on or abutting the property.</u> [34-373(a)(4)b.]
12	12	6-C	Existing zoning and current land uses A map or other depiction of the existing zoning and current land uses (i.e. single family residence, multiple-family building, retail commercial, office building, etc.) surrounding the tract or parcel to a distance of 500 feet. [34-373(a)(4)c.]
12	12	6-D	Aerial photograph with the site clearly delineated. [34-373(a)(4)d.] Originals only - photocopies not acceptable.
4	4	6-E	Soils, vegetation, rare & unique uplands, topography. Maps drawn at the same scale as the master concept plan marked or overprinted to show the information required by section 34-373(a)(4)e.] [34-373(a)(4)e.]
12	4	6-F	FLUCCS Map. A Florida Land Use, Cover and Classification System (FLUCCS) map at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any federal and state jurisdictional wetlands and other surface waters, including the total acreage of federal and state wetlands. [34-373(a)(4)f.]
NARRATIVE COMPLIANCE STATEMENTS			
12	12	6-G	Lee Plan Compliance. A narrative explanation as to how the proposed development complies with the Lee Plan. [34-373(a)(5)]
12	3	6-H	Design Standards Compliance. A narrative explanation as to how the proposed development complies with the Design Standards set forth in Section 34-411. [34-373(a)(5)]
12	3	6-I	Decision-making compliance. A narrative explanation as to how the proposed development complies with the guidelines for decision-making embodied in sections 34-145(c)(2)a and e. and 34-145(d)(3). [34-373(a)(5)]

Copies*	Exhibits	Item
		MASTER CONCEPT PLAN
12	12	6-J Master Concept Plan, Non-PRFPD . A graphic illustration (master concept plan) of the proposed development, showing and identifying the information required by Section 34-373(a)(6). Copies of the master concept plan must be provided in two sizes, 24 inches by 36 inches, and 11 inches by 17 inches in size and must clearly legible and drawn at a scale sufficient to adequately show and identify the required information. [34-373(a)(6)]
NA	12	6-K Master Concept Plan, PRFPD : A clearly legible drawing, no less than 24 inches by 36 inches in size and drawn at a scale sufficient to adequately show and identify the information required by Section 34-941(g). [34-941(g)]
12	4	6-L Traffic Impact Statement . A traffic impact statement in a format and to the degree of detail required by the county and in conformance with the adopted county administrative code. [34-373(a)(7)] TIS is not required for an existing development. [34-341(b)(2)d.1.]
12	12	6-M Schedule of Uses . A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by section 34-373(a)(8). [34-373(a)(8)]
NA	12	6-N Schedule of deviations and a written justification . A schedule of deviations and a written justification for each deviation requested as part of the master concept plan. The location of each requested deviation must be located on the master concept plan. [34-373(a)(9)]
		ADDITIONAL REQUIREMENTS FOR MAJOR PDs
12	4	6-O Surface water management plan A written description of the surface water management plan as required by Section 34-373(b)(1). [34-373(b)(1)]
NA	12	6-P Phasing program . If the development is to be constructed in phases or if the traffic impact statement utilized phasing, then a description of the phasing program must be submitted. [34-373(b)(3)]
		ADDITIONAL REQUIREMENTS FOR LARGE PROJECTS
NA	4	6-Q Protected species survey . Required for large developments (defined in Chapter 10-1), a protected species survey as required by section 10-473. [34-373(b)(2)]
		AMENDMENTS TO BUILT PLANNED DEVELOPMENTS
12	4	6-R Proof of notice to other property owners . Although the consent of the owners of the remainder of the original planned development is not required, the owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. [34-373(c)]
		REQUIREMENTS FOR DRIs
NA	12	6-S Binding letter of interpretation from DCA or a complete and sufficient ADA . [34-373(d)(2)]
		ADDITIONAL EXHIBITS - PRFPDs
NA	4	6-T Conceptual surface water management [34-941(g)(4)]
NA	12	6-U If within an area identified as an anticipated draw down area, demonstration of compliance with section 34-941(d)(3)d. [34-941(d)(3)d.]
NA	12	6-V Preliminary indigenous restoration plan (if applicable). [34-941(e)(3)]
NA	12	6-W Environmental Assessment [34-941(g)(2)]
NA	12	6-X Demonstration of compatibility [34-941(g)(4)]

* includes 1 original

**APPLICATION FOR PUBLIC HEARING
for
HEALTHPARK FLORIDA AMENDMENT**

AUGUST 2003

Prepared for:

**LEE HEALTH VENTURES, INC.
9800 S. HealthPark Drive, Suite 405
Fort Myers, Florida 33908**

Prepared by:

**JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS
2158 Johnson Street
Fort Myers, Florida 33901**

TABLE OF CONTENTS
for
HEALTHPARK FLORIDA AMENDMENT

Overall HealthPark

1. Application For Public Hearing Unincorporated Areas Only
Supplement D - Planned Development
2. Affidavit A2 For Public Hearing – Exhibit PH-1.B.2
3. Disclosures of Interest – Exhibit PH-2.B.1
4. Authorization from Lee Health Ventures to JEI & HFSH-PA
Authorization from Kennedy – Fort Myers, LLC to JEI & HFSH-PA
5. Subject Property Owners List – Exhibit PH-2.C.1
Subject Property Owners Map – Exhibit PH-2.C.2
6. Area Location Map – Exhibit 6-B
7. Plat Book Page – Exhibit PH-3.D.1
8. Public Transit Route Maps – Exhibit 1-C
9. Master List of Uses for Overall HealthPark – Exhibit 6-M

Kennedy Parcel

10. Description of Kennedy Parcel
11. Certified Sketch of Kennedy Parcel
12. Zoning Narrative Request and Description of Proposed Development
Compliance with Lee Plan – Exhibit 6-G
Compliance with Design Standards of 34-411 – Exhibit 6-H
Compliance with Decision-Making Guidelines – Exhibit 6-I
13. Surface Water Management Plan – Exhibit 6-O
14. Traffic Impact Statement – Exhibit 6-L

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Overall HealthPark

- 15. Deed Restrictions – Exhibit PH-3.L.2
Deed Restrictions Narrative – Exhibit PH-3.L.3
- 16. List of Zoning Actions and resolutions
- 17. List of Development Order Approvals
- 18. Surrounding Property Owners List – Exhibit PH-3.G.1
Surrounding Parcels Map – Exhibit PH-3.G.2
Mailing Labels (2 sets) – Exhibit PH-3.G.3
- 19. Master Concept Plan 24” x 36” Inches – Exhibit 6-J
Master Concept Plan 11” x 17” Inches – Exhibit 6-J
Existing Easements and R-O-W Map – Exhibit 6-B (Kennedy Parcel)
Existing Zoning & Current Land Use Map/Photo – 6-C (Overall)
Aerial Photograph – Exhibit 6-C (Overall)
Soils – Exhibit 6-E (Kennedy Parcel)
Vegetation\Ground Cover – Exhibit 6-E (Kennedy Parcel)
Topography – Exhibit 6-E (Kennedy Parcel)
List of Deviations – Exhibit 6-N (Overall)
Property Development Regulations - Exhibit 6-M (Overall)

OVERALL HEALTHPARK

OVERALL HEALTHPARK

OWNERSHIP

1. List of applicant's strap numbers
2. List of owners within HealthPark Florida and corresponding strap numbers
3. Map and property owners list within HealthPark
4. Copies of certified letters (return receipt requested) sent to owners within HealthPark other than applicant

List of Applicant's Strap Numbers

Lee Health Ventures

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

(a) Tract G (E)

04-46-24-16-00000.000A

(b) D

33-45-24-03-00000.000A

(c) Road + C + K

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

(d) D 17-22

33-45-24-13-00000.000A

(e) Tract D

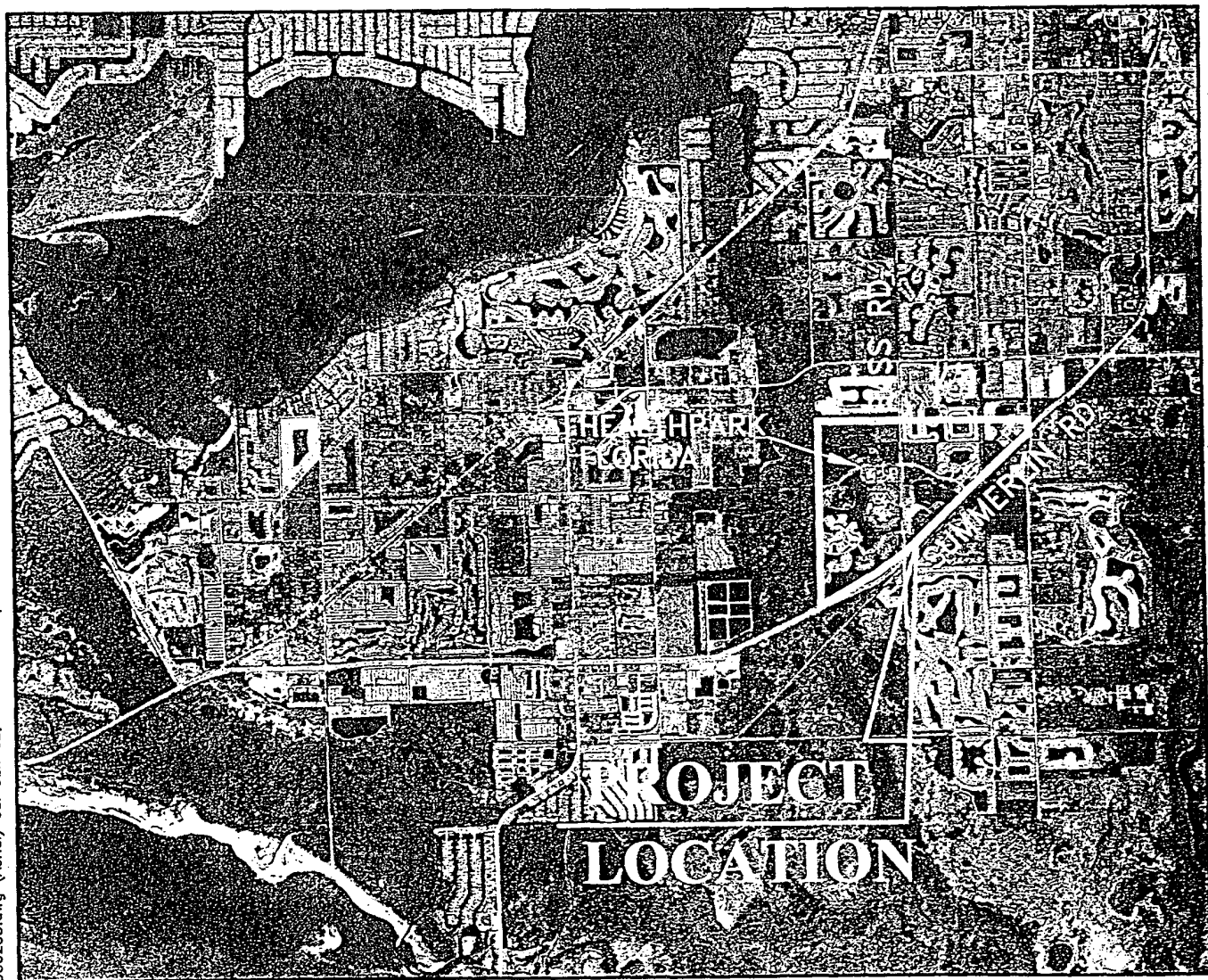
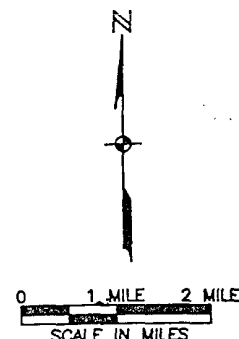
33-45-24-13-0000D.0000

EXHIBIT PH-2.C.1

List of Owners Within HealthPark

<u>Owner</u>	<u>STRAP No(s).</u>
1. Hospital Board of Directors of Lee County	04-46-24-02-0000B.0000 33-45-24-03-00000.0010
2. Lee Health Ventures	04-46-24-02-0000D.0000 04-46-24-02-0000G.0000 04-46-24-02-00000.011A 04-46-24-02-00M00.0000 04-46-24-13-00000.0030 04-46-24-13-00000.0050 04-46-24-13-00000.0060 04-46-24-13-00000.0070 04-46-24-13-0000H.0000 33-45-24-03-0000G.0000 33-45-24-04-00000.0070 33-45-24-04-00000.0080 33-45-24-04-00T00.0000 33-45-24-24-00W00.0000 33-45-24-04-00Y00.0000 33-45-24-13-00000.0020 33-45-24-13-00000.0090 33-45-24-13-00000.0100
(a) Tract G (E)	04-46-24-16-00000.000A
(b) D	33-45-24-03-00000.000A
(c) Road + C + K	33-45-24-03-0000C.0000
(d) D 17-22	33-45-24-13-00000.000A
(e) Tract D	33-45-24-13-0000D.0000
3. Lee Memorial Hospital, Inc.	04-46-24-03-00000.0180 04-46-24-04-00000.0110 04-46-24-13-00000.0140 04-46-24-13-0000E.0000 04-46-24-13-0000F.0000 04-46-24-13-0000G.0000 33-45-24-03-00000.0020 33-45-24-03-00000.0030
4. Lewis, Jeffrey & Susan L.	04-46-24-14-00000.0300

	<u>Owner</u>	<u>STRAP No(s).</u>
5.	RT Tampa Franchise LP	04-46-24-13-00000.0040
6.	Bondville Associates, LLC	04-46-24-13-00000.0110 33-45-24-13-00000.010B 33-45-24-13-00000.010C
7.	Phoenix Health Ventures, LLC	04-46-24-13-00000.0120
8.	HealthPark Ventures, LLC	04-46-24-13-00000.0130
9.	HealthPark Partners, LLC	04-46-24-14-00000.0100 04-46-24-14-00000.0200
10.	HealthPark Commons Condo	04-46-24-14-00000.000A 04-46-24-14-00000.00CE
11.	First National Bank of Florida	04-46-24-16-00000.0150
12.	Sunbridge, Inc.	33-45-24-03-0000G.0010
13.	Encore Senior Living III, LLC	33-45-24-03-0000G.0020
14.	Hope of Lee County, Inc.	33-45-24-04-00000.0090
15.	SFWMD	33-45-24-04-0000V.0000
16.	American Properties	33-45-24-13-00000.0010
17.	Fifth Third Bank of Florida	33-45-24-13-00000.0080



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JOHNSON
ENGINEERING

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

Health Park of Florida
Aerial & Location Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
6-2-03	20033967	33-45-24	As Shown	1

J:\19293\8.5x11-Cover-060203.dwg (Aerial) edf Jun 02, 2003 - 3:57pm

EXHIBIT PH-3.D.1

List of HealthPark Plats

HealthPark Florida West	Plat Book 47 at Page 1
Phase I-E, HealthPark Florida West	Plat Book 49 at Page 31
Phase I-F, HealthPark Florida West	Plat Book 53 at Page 81
HealthPark Florida East	Plat Book 69 at Page 17
HealthPark Florida E 2002-1	Plat Book 73 at Page 80

SECTION 33. TOWNSHIP 45 SOUTH, RANGE 24 EAST

RESEARCH AND

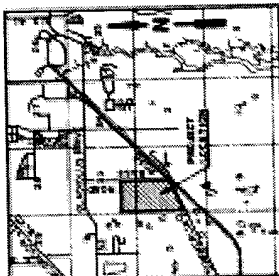
SECTION 4: TOWNSHIP 46 SOUTH, RANGE 24 EAST

LEE COUNTY, FLORIDA

October 9, 1940

OSUM ENGINEERING, INC.

11/15/2007 11:15 AM



NEIGHBORHOOD MAP

2011 (1-6-2011)

[illegible]

10-1-68
PUBLIC PRISONER OF THE SCOTT COUNTY, MISSISSIPPI
CLERK OF THE DISTRICT COURT
IN AND FOR THE COUNTY

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

Notice

NAME MAY BE ADDITIONAL RESIDENTS THAT ARE NOT
RECORDED ON THIS PLAN THAT MAY BE PLACED IN THE PUBLIC
PROPERTY OF THIS COUNTY.

831679

REMARKS: ROOMS ARE PLANE COORDINATE FOR THE FLORIDA
STATE TOWNS, BASED ON TULSA TO FOOT DIMENSIONING SURVEYS
FOR RAILROAD ROAD L&N 25.
A. PRESENTLY, REFERENCE MAPS, 1:62,500 AND 1:
250,000, SHOWS TOWNSHIP WITH ACTUAL BOUNDARY OF
TOWNSHIP CORRECTLY, EXCEPT FOR THE ACTUAL BOUNDARY
IN THE TOP CORNERING THE BOUNDARY IS CORRECTED.
MAY 1950
A. PRESENTLY, CORRECT, POINTS 1:62,500 AND 1:
250,000, SHOWING THE BOUNDARY IS CORRECTED NUMBER.

Abstract

[illegible]

IN WITNESS WHEREOF, THE HOSPITAL, INC., A FLORIDA
NON-PROFIT CORPORATION, HAS CAUSED THESE SIGNATURES TO
BE SIGNED AND PLACED HEREON BY ITS OFFICERS.
WITNESSES: DATE 10/20/60 BY 1060, A.D.

ALL NEWSPAPERS, MAGAZINES,
AND PERIODICALS ARE AVAILABLE

2025 RELEASE UNDER E.O. 14176

10

10

10

LOCALITY COMMENTS

STATE OF FLORIDA.

County of Alachua.

I, JAMES M. HARRIS, President of the Board of Directors of the ALACHUA COUNTY FLORIDA, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of Directors of the ALACHUA COUNTY FLORIDA, held on the 10th day of May, 1934, at the County Administration Building, Alachua, Florida.

Witness my hand and the seal of said County, this 10th day of May, 1934.

JAMES M. HARRIS, President.

ALACHUA COUNTY, FLORIDA.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-14-2001 BY 60322 UCBAW

DATE RECEIVED - 1 + 17TH DIST. JUNE 2000 100

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SEP 30 2003

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DCI 2003-00068

Litton Press, Inc., 1970

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

DEDICATION - CONTINUED

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

D. E. Cohen
HEALTHPARK FLORIDA, A JOINT VENTURE
BY: LIFE HEALTH VENTURES, INC., A FLORIDA

BY: Stanley A. Dodson
STANLEY A. DODSON, PRESIDENT

James J. Blaine
WITNESS

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I, HERBERT C. CROFT, DOUGLAS A. DOSSON, PRESIDENT OF LEE REALTY, INC., A
REAL ESTATE BROKER, JOINTLY OWNED AND CONTROLLED BY DOSSON, DOSSON, DOSSON,
FLORIDA, A JOINT VENTURE, HEREBY CERTIFY THAT ON THIS DATE BEFORE ME PERSONALLY APPEARED
THE PERSON DESCRIBED AS THE PERSON DESCRIBED IN THE FOREGOING DEED AND HE ACKNOWLEDGED
IN AND WHO EXECUTES THE FOREGOING DEED WITH DEDICATION AND HE ACKNOWLEDGED
THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN INTENTIONED.
I, James H. [Signature], SAID COUNTY
CLERK, DO HEREBY CERTIFY THAT I AM THE CLERK OF SAID COUNTY
AND STATE THIS 13TH DAY OF September, 1990 A.D.

Gray-Johnson
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 63-1552, HAS CAUSED THIS DEED TO BE SIGNED
BY ITS CHAIRMAN, LOIS BARRETT, THIS 13th DAY OF
APRIL, 1990 A.D.

HOSPITAL BOARD OF DIRECTORS
OF LEE COUNTY

Lois C. Barrett
LOIS C. BARRETT, CHAIRMAN

Business

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED
LOUIS BARRETT, CHAIRMAN OF HOUSING AND COMMUNITY DEVELOPMENT, COUNTY OF LEE,
A SPECIFIC OFFICIAL OF THE STATE OF FLORIDA, CREATED
ON JANUARY 13, 1952, TO BE KNOWN TO BE THE PERSON DESCRIBED
AND WHO EXECUTED THE FOREGOING DECLARATION AND SHE ACKNOWLEDGED
THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN
MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT San Jose SAID COUNTY
ON THIS 15 DAY OF March 1990 A.D.

Deert Johnson
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
12/1/2004

DESCRIPTION

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

[illegible]

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HEALTH PARK, FLORIDA WEST 1/2, IS THE CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS ACCORDING TO A RECENT SURVEY. THE HEREIN DESCRIBED LANDS WERE SURVEYED BY ME, THE SURVEYOR, IN THE MONTH OF OCTOBER, 1990, UNDER MY DIRECTION AND SUPERVISION AND THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 127, FLORIDA STATUTES.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS OF (U.S.N.H.S.) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

_____, DAY OF _____, 1990 A.D.

DAY OF MAY 1990 A.D.

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

PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4052

REALTY PARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 1-3-80

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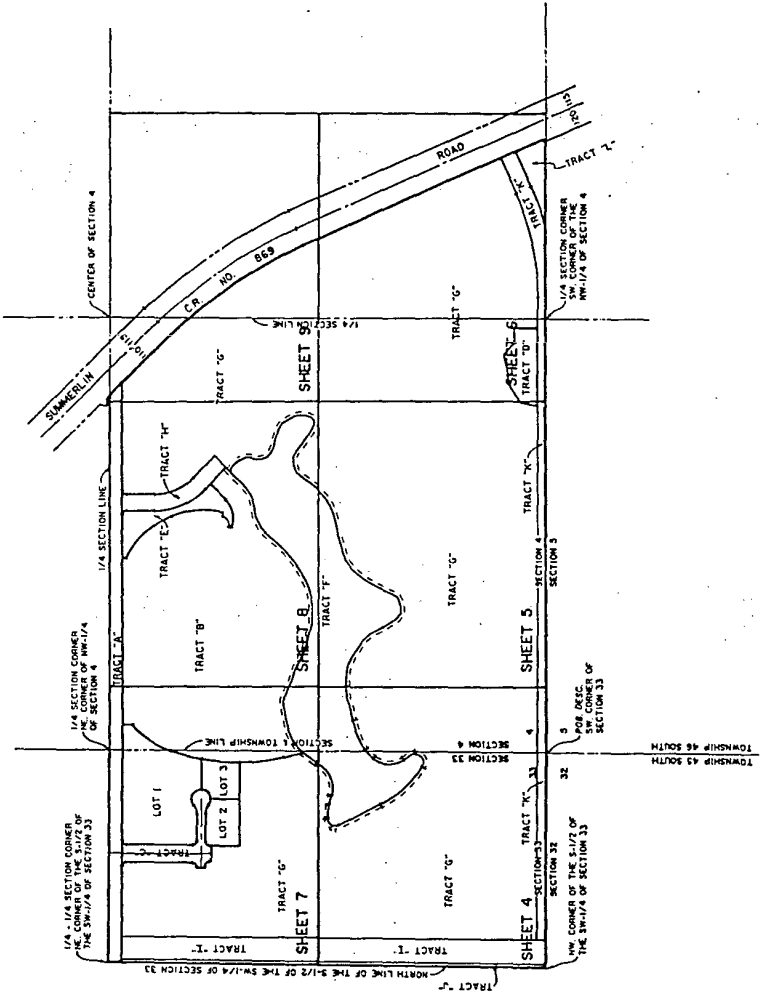
DCI 2003-00068

HEALTHPARK FLORIDA WEST

SECTION 33, TOWNSHIP 43 SOUTH, RANGE 24 EAST AND
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



INDEX SHEET



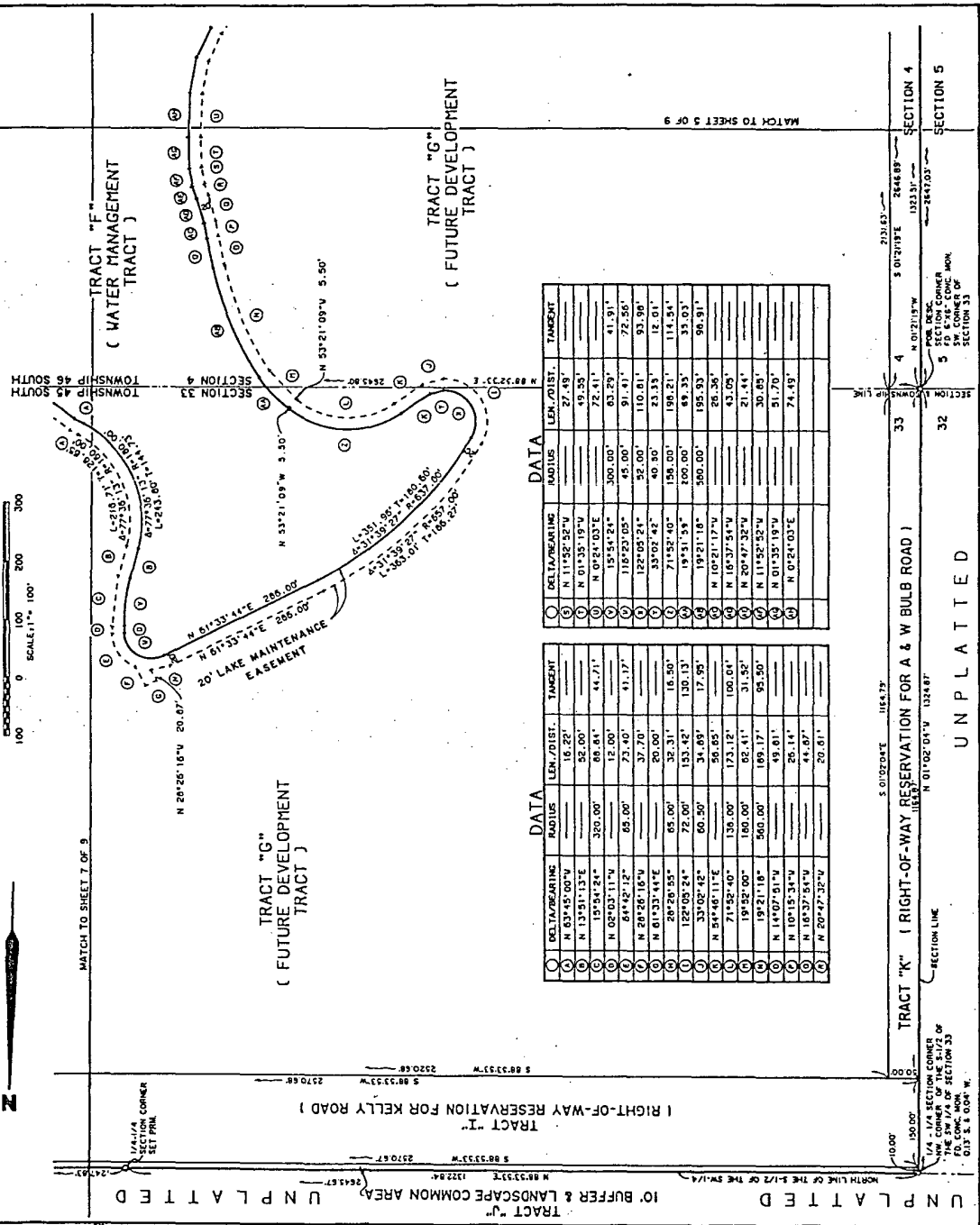
RECEIVED
SEP 30 2003

PERMIT COUNTER
DCI 2003-00068

HEALTHPARK FLORIDA WEST
CONTRACT NO. 1-3-80

HEALTH PARK FLORIDA WEST

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



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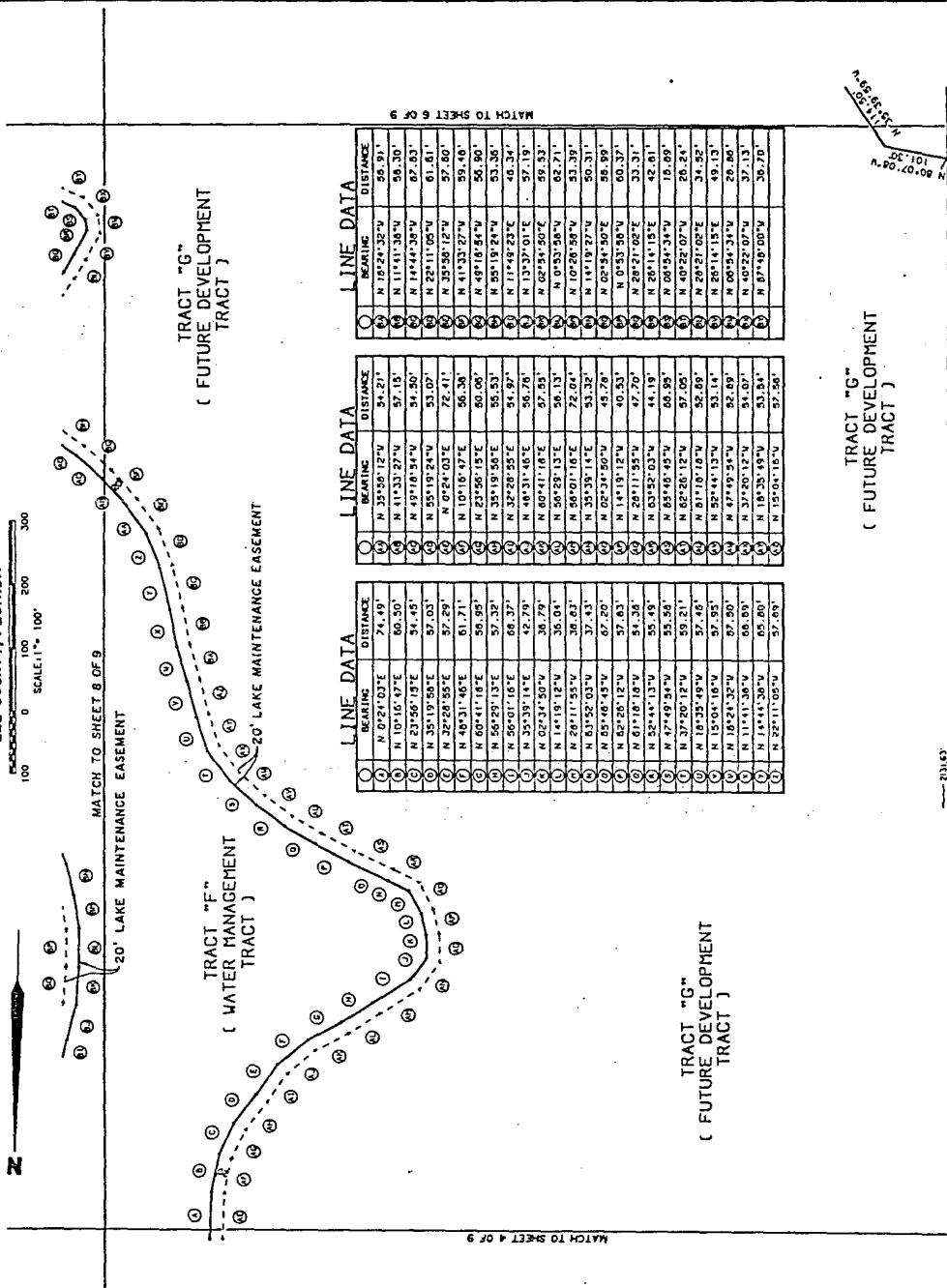
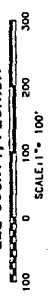
PERMIT COUNTER

DCI 2003-00068

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

HEALTHPARK FLORIDA WEST

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



LINE DATA			LINE DATA			LINE DATA			
BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
N 0°24'03"E	74.49'	N 35°50'12"W	34.21'	N 10°24'32"E	59.91'	N 0°24'03"E	74.49'	N 35°50'12"W	34.21'
N 10°16'42"E	60.50'	N 11°33'27"W	57.15'	N 11°41'38"W	59.30'	N 10°16'42"E	60.50'	N 11°33'27"W	57.15'
N 37°58'18"E	34.45'	N 09°18'24"W	34.50'	N 14°44'38"W	62.63'	N 37°58'18"E	34.45'	N 09°18'24"W	34.50'
N 35°19'58"E	37.03'	N 55°19'24"W	53.02'	N 23°11'05"W	61.61'	N 35°19'58"E	37.03'	N 55°19'24"W	53.02'
N 32°28'55"E	57.29'	N 0°24'03"E	72.41'	N 35°58'12"W	57.60'	N 32°28'55"E	57.29'	N 0°24'03"E	72.41'
N 40°31'46"E	61.71'	N 10°16'42"E	56.36'	N 41°33'27"W	59.46'	N 40°31'46"E	61.71'	N 10°16'42"E	56.36'
N 50°01'18"E	57.32'	N 35°19'58"E	55.53'	N 49°18'54"W	59.90'	N 50°01'18"E	57.32'	N 35°19'58"E	55.53'
N 50°01'18"E	68.37'	N 32°28'55"E	54.97'	N 55°19'24"W	53.36'	N 50°01'18"E	68.37'	N 32°28'55"E	54.97'
N 35°39'14"E	42.79'	N 40°31'46"E	56.76'	N 11°48'23"E	46.34'	N 35°39'14"E	42.79'	N 40°31'46"E	56.76'
N 02°34'50"E	36.79'	N 60°41'18"E	97.55'	N 13°37'01"E	57.19'	N 02°34'50"E	36.79'	N 60°41'18"E	97.55'
N 14°19'12"W	36.04'	N 50°59'13"E	56.13'	N 0°53'58"W	62.71'	N 14°19'12"W	36.04'	N 50°59'13"E	56.13'
N 29°11'55"W	37.43'	N 45°01'16"E	72.04'	N 10°20'58"W	53.39'	N 29°11'55"W	37.43'	N 45°01'16"E	72.04'
N 63°52'03"W	67.20'	N 35°39'14"E	53.32'	N 14°19'27"W	50.31'	N 63°52'03"W	67.20'	N 35°39'14"E	53.32'
N 55°48'43"W	57.63'	N 02°34'50"W	45.78'	N 0°53'58"W	60.37'	N 55°48'43"W	57.63'	N 02°34'50"W	45.78'
N 61°18'18"W	54.38'	N 29°11'55"W	47.70'	N 26°14'15"E	42.61'	N 61°18'18"W	54.38'	N 29°11'55"W	47.70'
N 32°44'13"W	55.45'	N 14°19'12"W	40.53'	N 00°54'34"W	16.09'	N 32°44'13"W	55.45'	N 14°19'12"W	40.53'
N 47°49'54"W	55.56'	N 03°52'03"W	44.19'	N 00°54'34"W	16.09'	N 47°49'54"W	55.56'	N 03°52'03"W	44.19'
N 37°20'12"W	59.21'	N 02°50'12"W	97.05'	N 40°22'07"W	26.24'	N 37°20'12"W	59.21'	N 02°50'12"W	97.05'
N 18°35'49"W	57.46'	N 81°10'10"W	92.69'	N 26°21'02"E	34.52'	N 18°35'49"W	57.46'	N 81°10'10"W	92.69'
N 15°04'16"W	57.95'	N 32°44'13"W	53.14'	N 26°14'15"E	49.13'	N 15°04'16"W	57.95'	N 32°44'13"W	53.14'
N 16°21'32"W	66.50'	N 87°49'54"W	82.69'	N 00°54'34"W	26.80'	N 16°21'32"W	66.50'	N 87°49'54"W	82.69'
N 11°41'38"W	66.50'	N 37°20'12"W	54.07'	N 40°22'07"W	37.13'	N 11°41'38"W	66.50'	N 37°20'12"W	54.07'
N 14°44'38"W	65.80'	N 18°35'49"W	53.54'	N 87°49'00"W	56.70'	N 14°44'38"W	65.80'	N 18°35'49"W	53.54'
N 22°11'05"W	57.03'	N 15°04'16"W	57.56'			N 22°11'05"W	57.03'	N 15°04'16"W	57.56'

TRACT "G"
(FUTURE DEVELOPMENT
TRACT)

SECTION 4
SECTION 5
UNPLATTED
1323.32' 2441.03'
N 01°21'19"W
1323.32'

DCI 2003-00068
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HEALTHPARK FLORIDA WEST
COUNTY AND TOWNSHIP
BOOK NO. 13-90

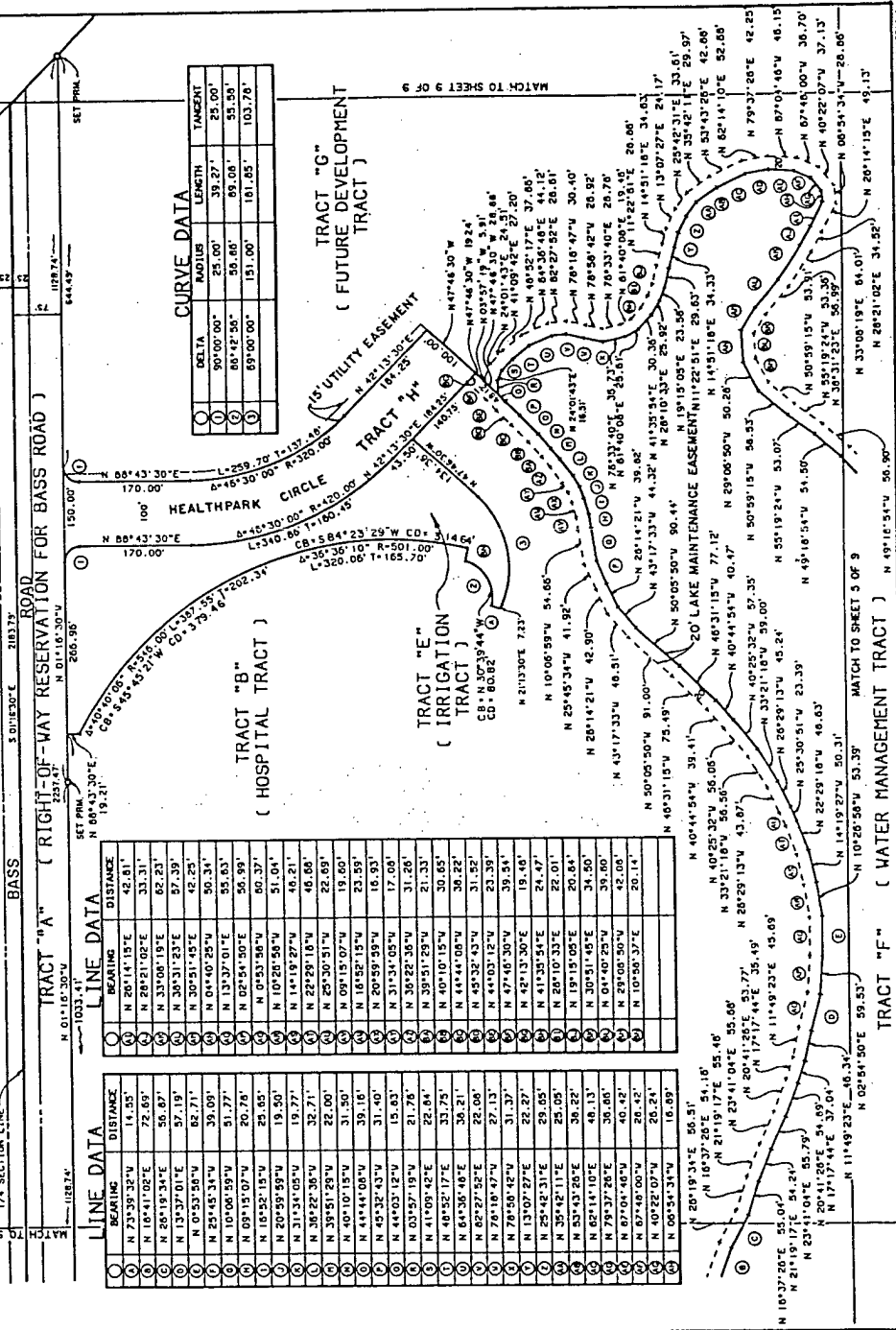
HEALTHPARK FLORIDA WEST

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

SHEET 8 OF 9

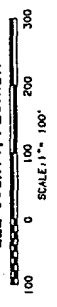
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UNPLATTED

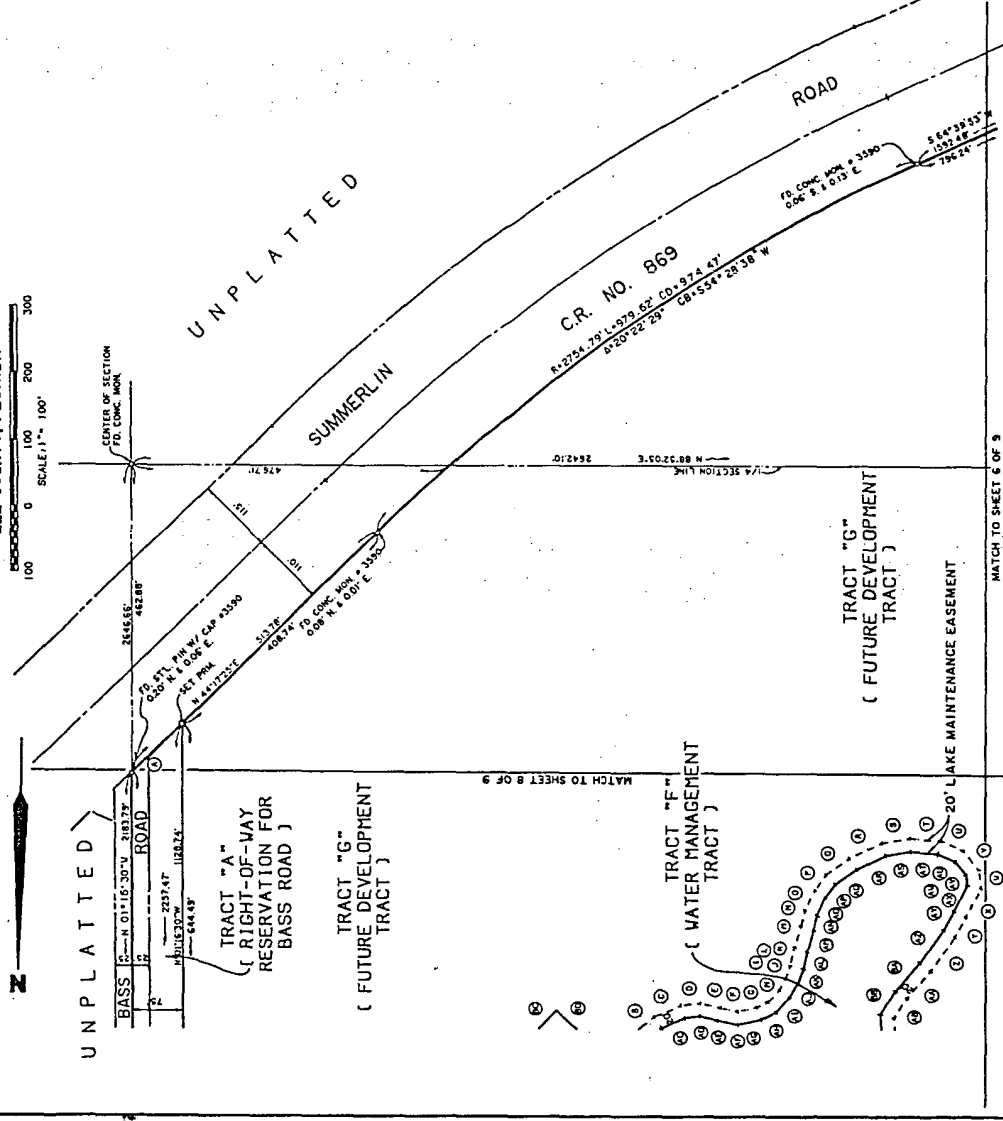


HEALTHPARK FLORIDA WEST

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



LINE DATA	
BEARING	DISTANCE
N 41°17'25"E	105.03'
N 48°52'17"E	37.86'
N 64°30'45"E	44.12'
N 62°27'52"E	28.61'
N 78°15'42"W	30.40'
N 78°58'42"W	26.92'
N 76°33'40"E	28.78'
N 61°40'08"E	19.48'
N 41°33'54"E	24.42'
N 28°10'30"E	22.01'
N 19°15'05"E	20.64'
N 11°22'51"E	20.86'
N 14°51'18"E	34.03'
N 13°07'27"E	24.17'
N 25°42'31"E	33.01'
N 35°42'11"E	29.97'
N 53°43'28"E	42.08'
N 62°14'10"E	32.68'
N 79°37'26"E	42.29'
N 67°04'45"W	46.15'
N 67°45'00"W	36.70'
N 40°22'07"W	37.13'
N 08°54'34"W	28.86'
N 25°14'15"E	49.13'
N 22°21'02"E	24.32'
N 33°08'19"E	64.01'
N 39°31'23"E	66.99'
N 39°31'45"E	34.50'
N 64°38'48"E	38.21'
N 62°27'52"E	22.08'
N 78°18'47"W	27.13'
N 78°38'42"W	31.37'
N 76°33'40"E	35.73'
N 61°40'08"E	25.61'
N 41°35'54"E	30.36'
N 28°10'33"E	25.92'
N 19°15'05"E	23.58'
N 11°22'51"E	29.63'
N 14°51'18"E	34.33'
N 13°07'27"E	22.27'
N 25°42'31"E	29.65'
N 35°42'11"E	25.05'
N 53°43'28"E	36.22'
N 62°14'10"E	46.13'
N 79°37'26"E	36.86'
N 67°04'45"W	40.42'
N 67°45'00"W	28.42'
N 60°22'07"W	26.24'
N 08°54'34"W	18.69'
N 28°14'15"E	42.81'
N 28°21'02"E	33.31'
N 33°08'19"E	62.23'
N 39°31'23"E	67.39'
N 30°51'45"E	42.25'
N 42°13'30"E	104.25'
N 47°45'30"W	100.00'



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HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 17-20-90

PHASE I-E HEALTHPARK FLORIDA WEST

A REPLAY OF PART OF TRACT G, HEALTHPARK FLORIDA WEST
(Plot Book 47, Page 1-9, Lee County Records)

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

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 14 EAST, A RE-PLAY OF A PORTION OF TRACT "C", HEALTHPARK FLORIDA VEST. PLAT BOOK 47 AT PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. WHAT TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

[illegible]

CERTIFICATE

HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE 1-E OF THE LANDS OF THE STATE OF FLORIDA, PLAT BOOK 47, PAGE 1-9, LEE COUNTY PUBLIC RECORDS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS DESCRIBED THEREIN ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIED WITH ALL THE REQUIREMENTS OF THE FLORIDA SURVEYING ACT. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

DATE: 14TH DAY OF JANUARY 1992 A.D.

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

HEALTH PARK
LEE COUNTY DEVELOPMENT
ORDER NO. 12-5-91

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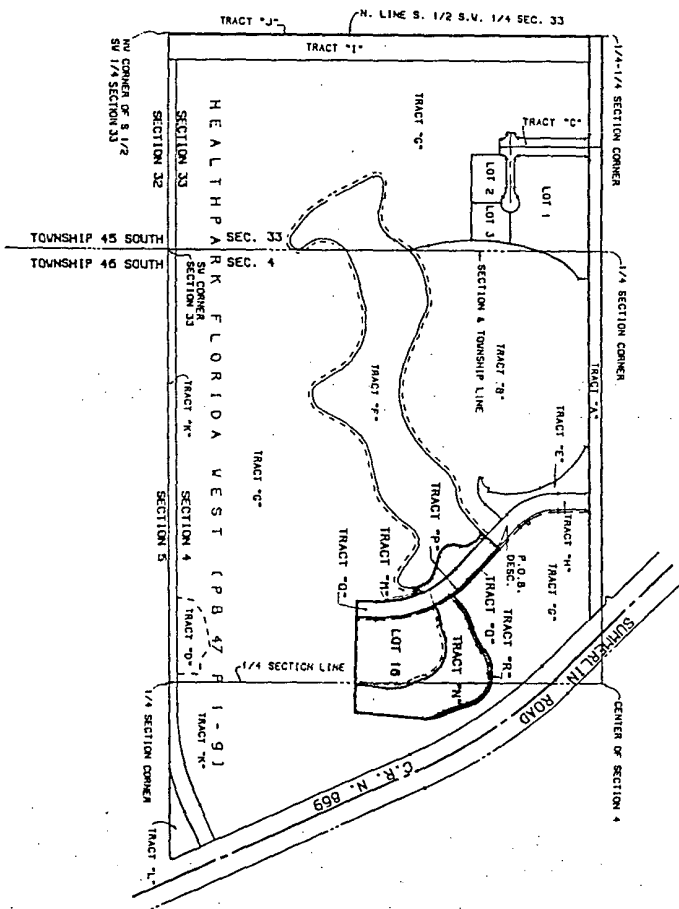
[illegible]

PLAT BOOK 48 PAGE 38

PHASE I-E HEALTHPARK FLORIDA WEST

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

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HEALTH PARK
LEE COUNTY DEVELOPMENT
ORDER NO. 12-5-91

PC 1-2 MAILING 2-11 2 14.5.91871FF 100108 101 25-Oct-91 08.00 AM / 10905-

DCI 2003-00068

QUINN & QUINN, INC.
CIVIL ENGINEERS, LAND SURVEYORS
FORT MYERS, FLORIDA

PHASE I-E HEALTHPARK FLORIDA WEST

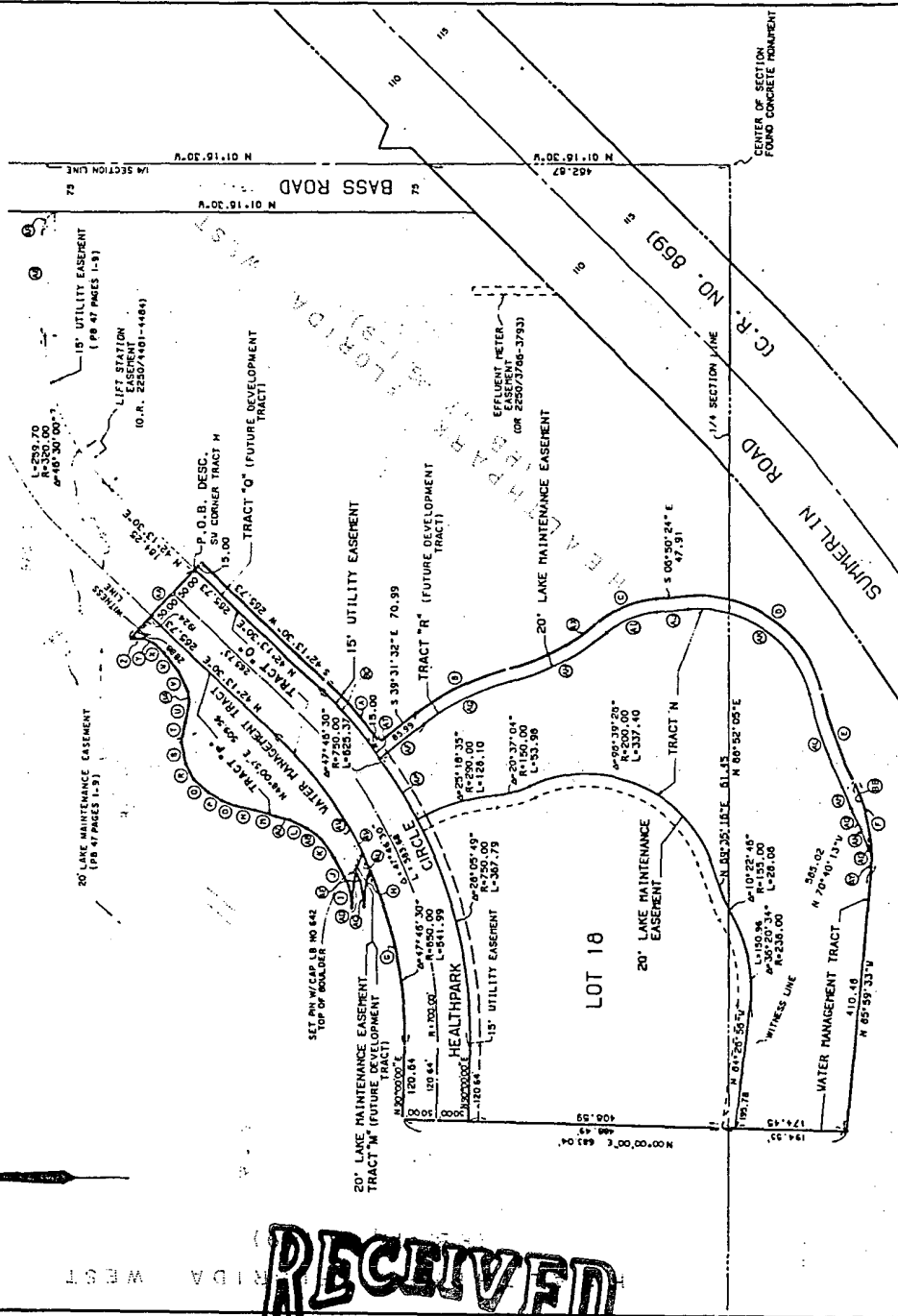
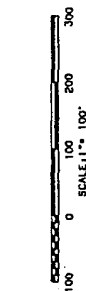
A REPLAT OF PART OF TRACT G, HEALTHPARK FLORIDA WEST
(Plot Book 47, Page 1-9, Lee County Records)

A SUBDIVISION IN

SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST

LEE COUNTY, FLORIDA

SHEET 4 OF 4



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DCI 2003-00068

HEALTHPARK
LEE COUNTY DEVELOPMENT
ORDER NO. 12-3-31

PHASE I-E HEALTHPARK FLORIDA WEST - (12/05/02/197) - 68968 (02) - 8P-041-91 10.38 40 / 18942-1

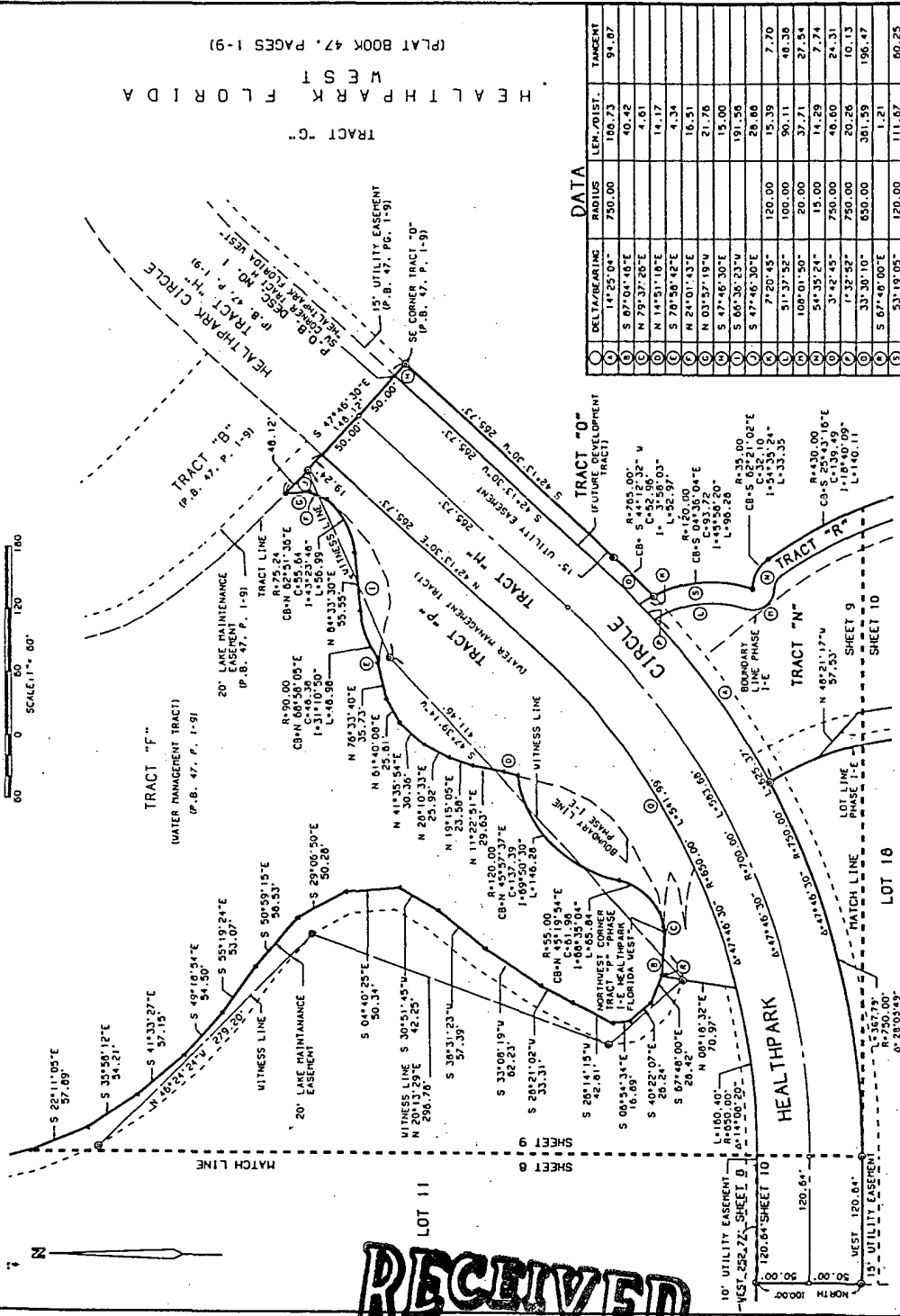
JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
FORT MYERS, FLORIDA

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.

PLAT BOOK 53 PAGE 19
SHEET 9 OF 10



DELTA BEARING	RADIUS	LEW. DIST.	TANGENT
S 87°04'40"E	750.00	100.73	94.87
N 79°37'20"E	4.01	40.42	4.01
N 14°51'10"E	14.17	14.17	14.17
S 70°50'42"E	4.34	16.51	16.51
N 24°01'43"E	21.76	15.00	15.00
N 03°57'19"W	15.00	191.54	191.54
S 47°46'30"E	15.00	28.86	28.86
S 60°30'23"W	120.00	15.39	15.39
S 47°46'30"E	100.00	90.11	48.38
S 72°04'35"	20.00	37.71	27.54
S 54°35'24"	15.00	14.29	7.74
S 42°45'	750.00	40.60	24.31
S 73°52'52"	250.00	20.26	10.13
S 33°30'10"	850.00	381.59	196.47
S 67°40'00"E	1.21	1.21	1.21
S 53°19'05"	120.00	111.67	60.25

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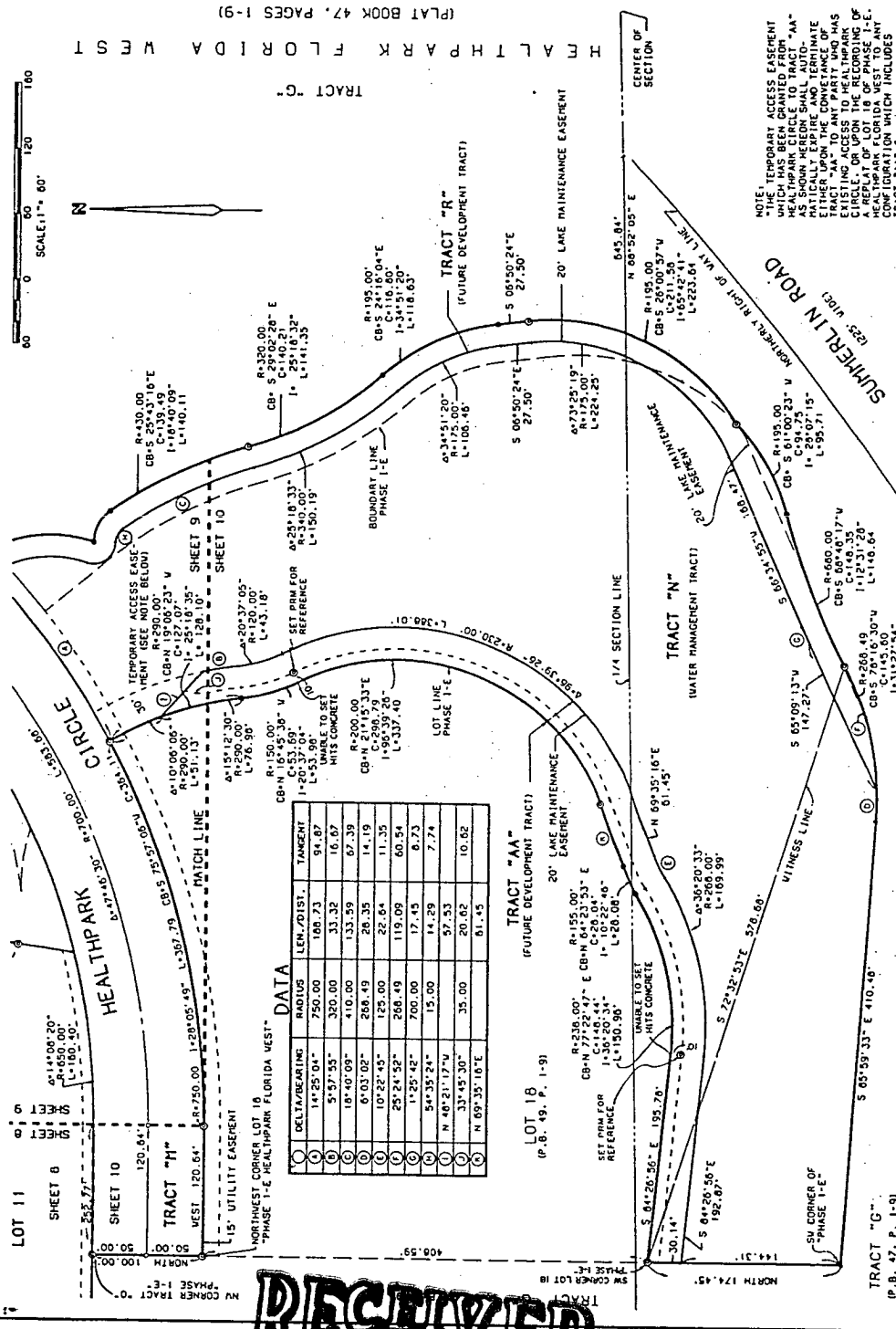
PERMIT COUNTER

DCI 2003-00068

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

PHASE I-F HEALTHPARK FLORIDA WEST

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



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DCI 2003-00068

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

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

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.

NOVEMBER 1993

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

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

John E. Davis
Vice-Chairman of the Board

Pratt W. W.
PRINT NAME: PRATT W. W.
COUNTY ATTORNEY

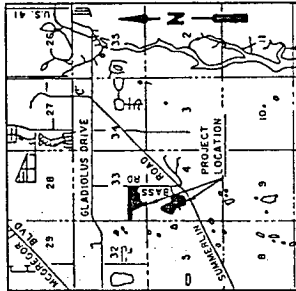
Charles G. Green
PRINT NAME: CHARLES G. GREEN
CLERK OF COURT

3514288

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST IS A REPLAT OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, PLAT BOOK 49, PAGES 31-34 AND A REPLAT OF PART OF TRACTS "C", "F", "G" AND ALL OF TRACT "J", RESPECTIVELY. THE ORIGINAL RECORDS HAVE BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. THIS PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST WAS FILED 983 A.D. AND WAS DULY RECORDED IN PLAT BOOK 53 AT PAGES 11-12 AND 13 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charles G. Green
CLERK OF THE CIRCUIT COURT
LEE COUNTY

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



VICINITY MAP
SCALE: 1"=1 MILE

THIS INSTRUMENT PREPARED BY: MICHAEL V. JOHNSON
JOHNSON ENGINEERING, INC. - CIVIL ENGINEERS
FORT MYERS, FLORIDA 33902-1530.

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LEE HEALTH VENTURES, INC., A LIMITED LIABILITY COMPANY, HAS CAUSED THIS DEDICATION TO BE SIGNED BY ITS PRESIDENT, DOUGLAS A. DOOSON, THIS 12th DAY OF JANUARY, 1993, FOR THE DEDICATION OF "PHASE 1-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, PLAT BOOK 49, PAGES 31-34, INCLUSIVE, AND PART OF TRACTS "C", "F", "G" AND ALL OF TRACT "J", RESPECTIVELY, OF "HEALTHPARK FLORIDA WEST", PLAT BOOK 47, PAGES 1-9, INCLUSIVE, LEE COUNTY PUBLIC RECORDS, AND A PART OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST TO BE MADE, HEREBY STAKING AND MARKING THE BOUNDARIES OF THE DEDICATED EASEMENTS AND EGRESS HEREINFOR AND DO HEREBY MAKE THE FOLLOWING DEDICATIONS:

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

TO THE PERPETUAL USE OF LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, ALL ROADSWAYS TRACTS "H" AND "I", ALL EASEMENTS AND EGRESS HEREINFOR AND ACROSS ALL ROADSWAYS TRACTS "H" AND "I" AND EASEMENTS SHOWN HEREON.

LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, RESERVES THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL ROADSWAYS TRACTS "H" AND "I" AND EASEMENTS SHOWN HEREON.

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

IN WITNESS WHEREOF, LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, HAS CAUSED THIS DEDICATION TO BE SIGNED BY ITS PRESIDENT, DOUGLAS A. DOOSON, THIS 12th DAY OF JANUARY, 1993.

Michael P. W.
WITNESS SIGNATURE
PRINT NAME: MICHAEL P. W.

Douglas A. Dooson
WITNESS SIGNATURE
PRINT NAME: DOUGLAS A. DOOSON, PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF JANUARY, 1993, BY DOUGLAS A. DOOSON, PRESIDENT OF LEE HEALTH VENTURES, INC., A FLORIDA CORPORATION, AND MICHAEL P. W., A PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

John E. Davis
NOTARY PUBLIC
SIGNATURE: NOTARY PUBLIC

RECEIVED
SEP 30 2003

OCI 2003-00068

PERMIT COUNTER

PHASE I-F
HEALTHPARK FLORIDA WEST
COUNTY DEVELOPMENT
ORDER NO. 93-05-031.000

PHASE I-F
HEALTH PARK FLORIDA WEST

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

DESCRIPTION CONTINUED:

DESCRIPTION CONTINUED:

[illegible][illegible]

DESCRIPTION CONTINUED:

[illegible]

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

OF RECORD,
CONTAINING 29.73 ACRES. MORE OR LESS.
AND

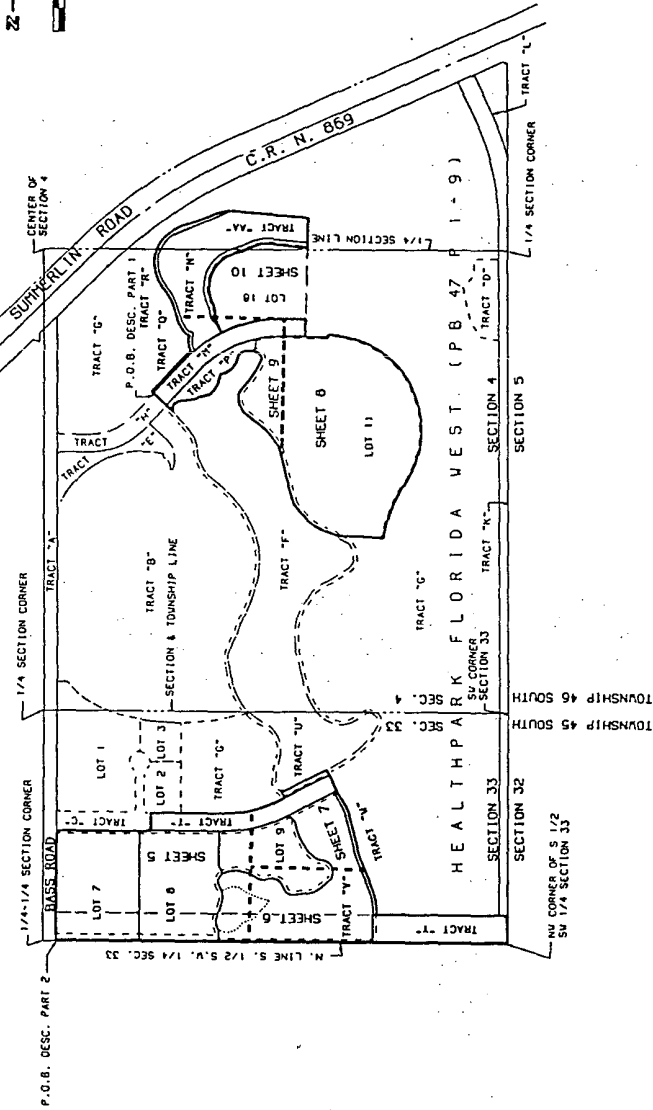
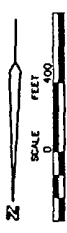
RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

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. 45 S., RGE. 24 E., LEE CO., FL.



DCI 2003-00068

- NOTES**
1. SURVEYOR'S USE PLAT COORDINATE FOR THE FLORIDA BEARING BASED ON THE 1983 AD. THE SURVEY IS FOR SURVEY IN ROAD 1 OR 869.
 2. PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER, UNLESS NOTED OTHERWISE. (P.B. 47, PGS. 1-9) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.
 3. P.O.B. - POINT OF BEGINNING.
 4. P.O.B. - POINT OF BEGINNING.
 5. DES. - DESIGNATION IN FEET AND DECIMALS THEREOF.
 6. P.B. - PLAT BOOK.
 7. PAGE - PAGE.
 8. PHASE I-E - "PHASE I-E HEALTHPARK FLORIDA WEST".
 9. P.B. & L. - FLORIDA POWER & LIGHT COMPANY.
 10. P.B. & L. - FLORIDA POWER & LIGHT COMPANY.
 11. P.B. & L. - FLORIDA POWER & LIGHT COMPANY.
 12. P.B. & L. - FLORIDA POWER & LIGHT COMPANY.
 13. L.B. - LAND SURVEYING BUSINESS.

CERTIFICATE
I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE I-F HEALTHPARK FLORIDA WEST, A REPLAT OF "PHASE I-E HEALTHPARK FLORIDA WEST", EXCEPT LOT 18, (P.B. 49, PGS. 31-34), INCLUSIVE, AND PART OF TRACTS "C", "F" & "G", & ALL OF "J", "HEALTHPARK FLORIDA WEST" (P.B. 47, PGS. 1-9), INCLUSIVE, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME AND MY ASSISTANTS, AND THAT THE SURVEY DATA COMPILED WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, HAVE BEEN USED IN THE PREPARATION OF THIS PLAT. THE SURVEY WAS DONE THIS 11th DAY OF NOVEMBER, 1993 A.D.



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

RECEIVED
SEP 30 2003

PERMIT COUNTER

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

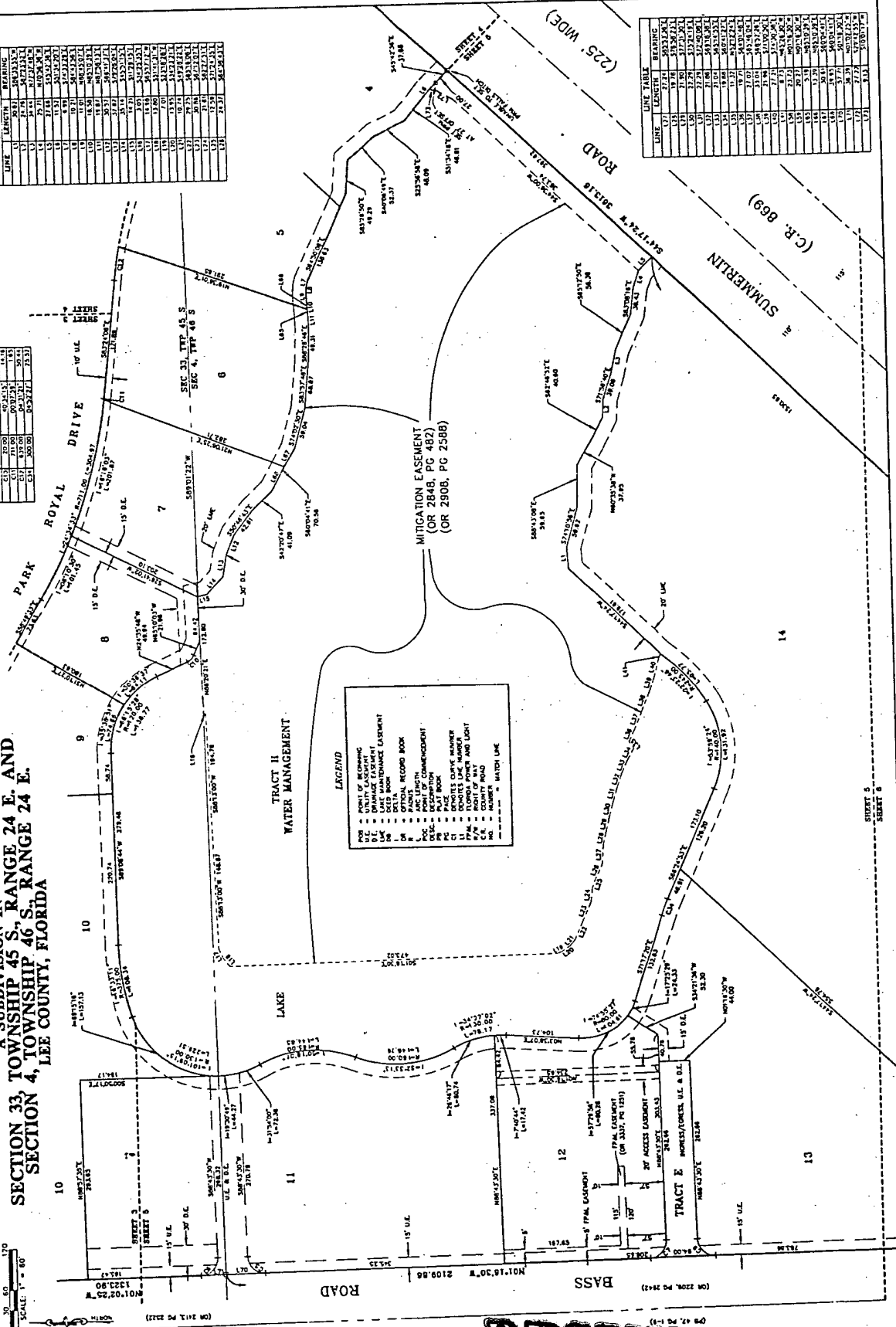
HEALTHPARK FLORIDA EAST
A SUBDIVISION IN
SECTION 33, TOWNSHIP 45 S., RANGE 24 E. AND
SECTION 4, TOWNSHIP 46 S., RANGE 24 E.
LEE COUNTY, FLORIDA

PREPARED BY:
JOHNSON ENGINEERING, INC.
1114 JOHNSON STREET
ANN ARBOR, MICH. 48101

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	75.00	90°00'00"	38.27
C2	75.00	90°11'50"	39.27
C3	75.00	90°16'00"	39.27
C4	75.00	90°16'00"	39.27
C5	75.00	90°16'00"	39.27
C6	75.00	90°16'00"	39.27
C7	75.00	90°16'00"	39.27
C8	75.00	90°16'00"	39.27
C9	75.00	90°16'00"	39.27
C10	75.00	90°16'00"	39.27
C11	75.00	90°16'00"	39.27
C12	75.00	90°16'00"	39.27
C13	75.00	90°16'00"	39.27
C14	75.00	90°16'00"	39.27
C15	75.00	90°16'00"	39.27
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C26	75.00	90°16'00"	39.27
C27	75.00	90°16'00"	39.27
C28	75.00	90°16'00"	39.27
C29	75.00	90°16'00"	39.27
C30	75.00	90°16'00"	39.27
C31	75.00	90°16'00"	39.27
C32	75.00	90°16'00"	39.27
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C270	75.00	90°16'00"	39.27
C271	75.00	90°16'00"	39.27
C272	75.00	90°16'00"	39.27
C273	75.00	90°16'00"	39.27
C274	75.00	90°16'00"	39.27
C275	75.00	90°16'00"	39.27
C276	75.00	90°16'00"	39.27
C277	75.00	90°	

LINE	LINE TABLE		BEARING
	LINE	LENGTH	
1	20.82	58.333.5	
2	7.91	52.713.1	
3	11.51	52.713.1	
4	27.71	50.52.8	
5	17.68	50.52.8	
6	11.51	50.52.8	
7	11.51	50.52.8	
8	17.71	50.52.8	
9	11.01	49.825.7	
10	18.58	49.825.7	
11	15.87	49.825.7	
12	17.71	49.825.7	
13	37.87	47.28.0	
14	38.18	45.52.3	
15	13.13	40.78.3	
16	11.51	38.18.3	
17	11.51	38.18.3	
18	12.65	33.41.4	
19	7.01	33.41.4	
20	10.75	33.41.4	
21	27.25	34.31.9	
22	50.88	34.31.9	
23	17.51	34.31.9	
24	17.51	34.31.9	
25	21.37	34.31.9	

LINE	LINE TABLE LENGTH	BEARING
127	17.76	563.32.1.1
128	17.76	513.38.2.1.1
129	17.76	513.38.2.1.1
130	17.76	513.38.2.1.1
131	22.79	512.40.0.0.1.1
132	17.76	513.38.2.1.1
133	17.76	513.38.2.1.1
134	17.76	513.38.2.1.1
135	11.22	563.2.2.1.1
136	17.76	513.38.2.1.1
137	17.76	513.38.2.1.1
138	17.76	513.38.2.1.1
139	17.76	513.38.2.1.1
140	17.76	513.38.2.1.1
141	17.76	513.38.2.1.1
142	17.76	513.38.2.1.1
143	17.76	513.38.2.1.1
144	17.76	513.38.2.1.1
145	17.76	513.38.2.1.1
146	17.76	513.38.2.1.1
147	17.76	513.38.2.1.1
148	17.76	513.38.2.1.1
149	17.76	513.38.2.1.1
150	17.76	513.38.2.1.1
151	17.76	513.38.2.1.1
152	17.76	513.38.2.1.1
153	17.76	513.38.2.1.1
154	17.76	513.38.2.1.1
155	17.76	513.38.2.1.1
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157	17.76	513.38.2.1.1
158	17.76	513.38.2.1.1
159	17.76	513.38.2.1.1
160	17.76	513.38.2.1.1
161	17.76	513.38.2.1.1
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164	17.76	513.38.2.1.1
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171	17.76	513.38.2.1.1
172	17.76	513.38.2.1.1
173	17.76	513.38.2.1.1
174	17.76	513.38.2.1.1
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196	17.76	513.38.2.1.1
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198	17.76	513.38.2.1.1
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200	17.76	513.38.2.1.1



SHEET 5
SHEET 6

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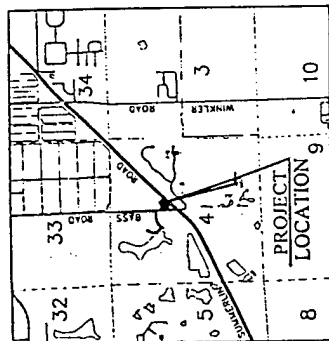
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SEP 30 2008

PERMIT COUNTER

IT COUNTY DEPARTMENT
ORDER NO. 100 2000-00203

HEALTHPARK FLORIDA EAST 2002-1 A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G"

HEALTHPARK FLORIDA EAST
AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



LOCATION MAP

0 2000 4000
1" = 2000'

RECEIVED
SEP 30 2003

PERMIT COUNTER

BCI 2003-00068

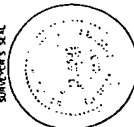
NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON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

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

CERTIFICATE

I, Michael J. Johnson, ENGINEER, do hereby certify that the ATTACHED PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. I HAVE REVIEWED THE PLAT AND IT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 171, PART 1.

DATE: 2-17-05
BY: Michael J. Johnson
PRINT NAME: Michael J. Johnson



Michael J. Johnson
Professional Engineer
1000 JOHNSON STREET
FORT WORTH, TEXAS 76104
FORT WORTH, TEXAS 76104

REVIEW BY THE DESIGNATED COUNTY FIRM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 171, PART 1.

DATE: 2-17-05
BY: Michael J. Johnson
PRINT NAME: Michael J. Johnson

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LEE MEMORIAL HOSPITAL, INC., A FLORIDA NON-PROFIT CORPORATION, HAS CAUSED THE PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, TO BE DEDICATED TO THE PUBLIC USE OF LEE COUNTY, FLORIDA, AND THE FOLLOWING DEDICATIONS:

- TO THE PUBLIC USE OF LEE MEMORIAL HOSPITAL, INC., A FLORIDA CORPORATION, ASSOCIATION, INC. ALL EASEMENTS.
- EASEMENTS ARE HEREBY GRANTED OVER AND ACROSS ALL UTILITY EASEMENTS SHOWN HEREON TO ALL UTILITY COMPANIES AND TO ALL LOTS IN THE PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, TO PROVIDE UTILITY AND COMMERCIAL SERVICE TO THE PLAT. THE CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DEDICATION.

Michael J. Johnson
Professional Engineer
1000 JOHNSON STREET
FORT WORTH, TEXAS 76104
PRINT NAME: Michael J. Johnson

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF LEE

IN PUBLIC RECORDS

ON THIS 27th DAY OF FEBRUARY, 2005, AT FORT WORTH, TEXAS, I, Michael J. Johnson, ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF HEALTHPARK FLORIDA EAST 2002-1, A REPLAT OF A PART OF LOT 14 AND A PART OF TRACT "G", HEALTHPARK FLORIDA EAST, AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY RECORDS, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. I HAVE REVIEWED THE PLAT AND IT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 171, PART 1.

DATE: 2-17-05
BY: Michael J. Johnson
PRINT NAME: Michael J. Johnson

NOTARY'S SEAL

NOTARY'S SIGNATURE

NOTARY'S NAME

NOTARY'S ADDRESS

NOTARY'S CITY

NOTARY'S STATE

NOTARY'S ZIP

NOTARY'S EXPIRATION DATE

NOTARY'S COMMISSION NUMBER

NOTARY'S SIGNATURE

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NOTARY'S STATE

LEE COUNTY, FLORIDA

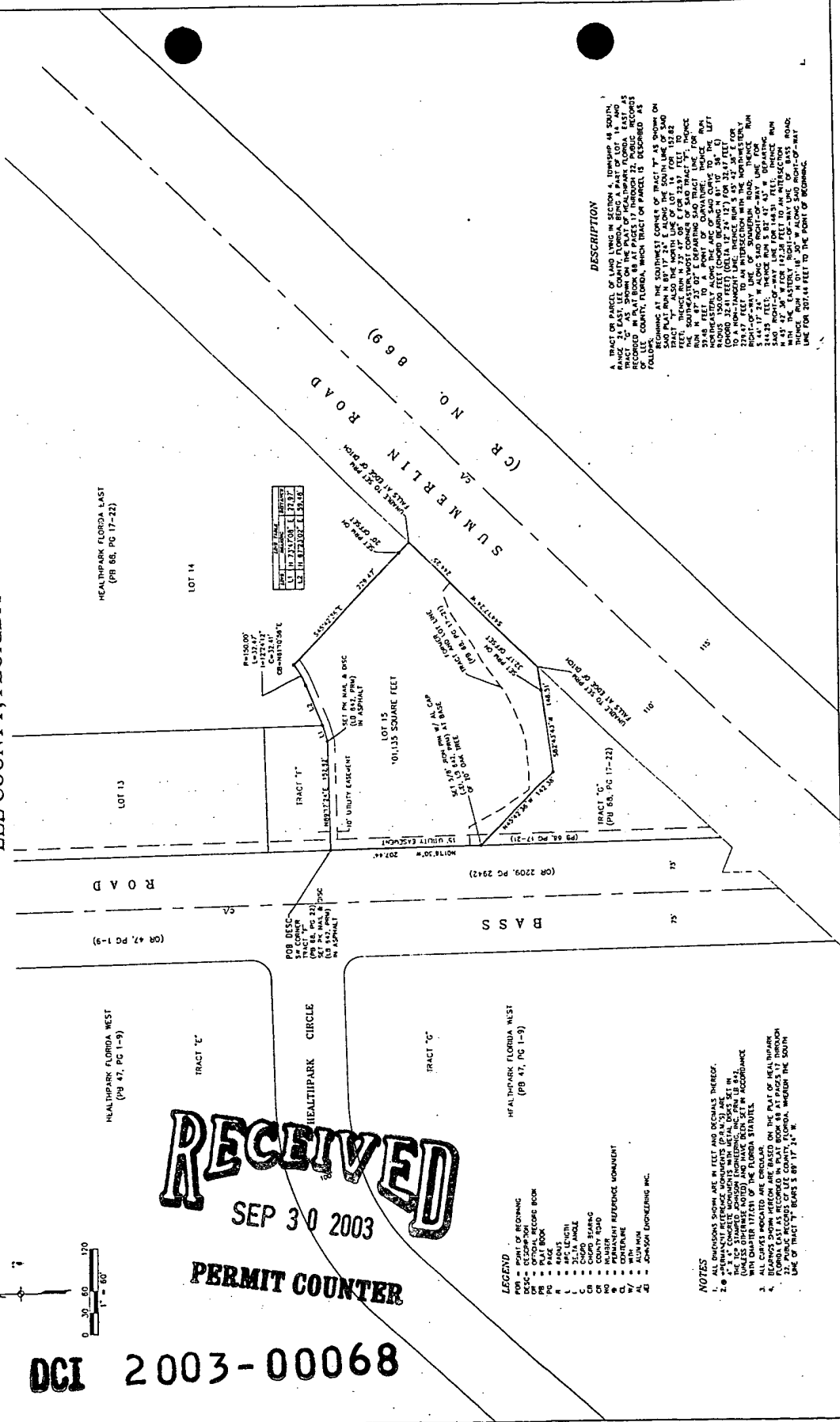
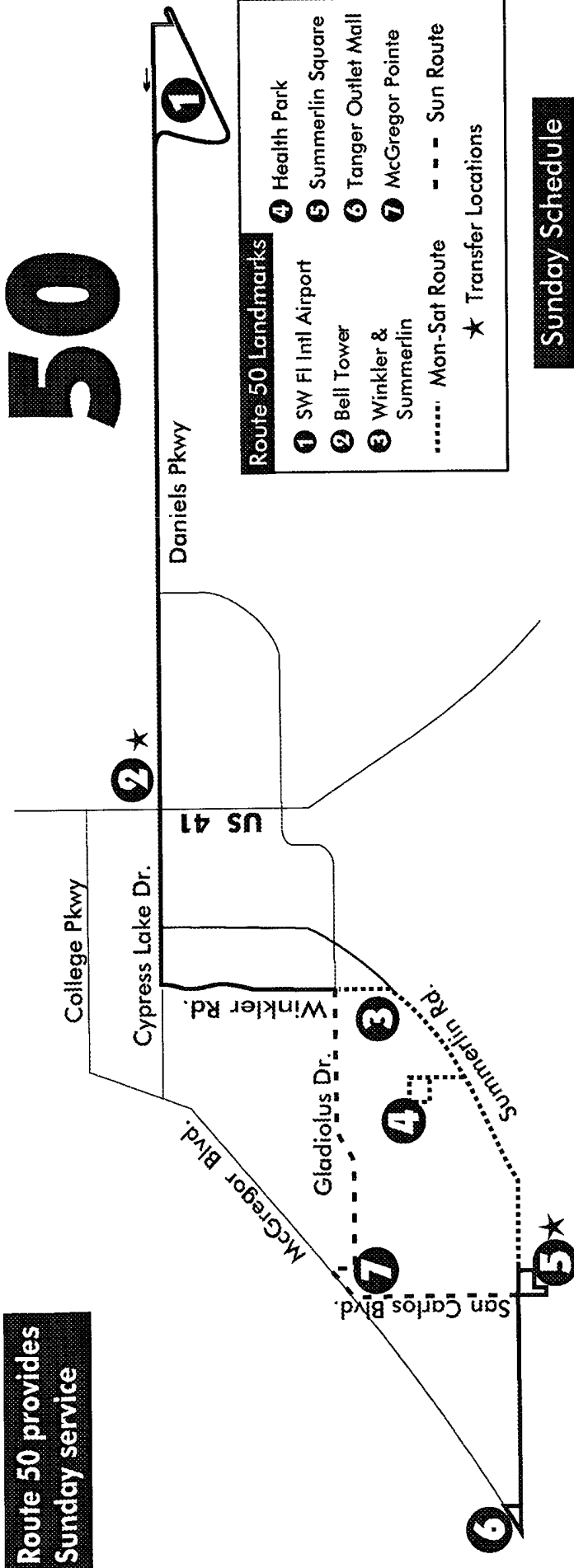
[illegible]

EXHIBIT 1-C

Public Transit Route Maps

**Route 50 provides
Sunday service**



Route 50 Landmarks

- ① SW Ft Intl Airport
- ② Bell Tower
- ③ Winkler & Summerlin
- ④ Health Park
- ⑤ Summerlin Square
- ⑥ Tanger Outlet Mall
- ⑦ McGregor Pointe

..... Mon-Sat Route - - - Sun Route

★ Transfer Locations

Sunday Schedule

EASTBOUND

Summerlin Square	Tanger Outlet Mall	McGregor Pointe	Winkler & Summerlin	Bell Tower	SW Ft Intl Airport
5	6	7	3	2	1
--	--	--	--	--	7:05
8:05	8:13	8:20	8:20	8:35	8:55
9:55	10:13	10:20	10:20	10:35	10:55
11:55	12:13	12:20	12:20	12:35	12:55
3:55	4:13	4:20	4:20	4:35	4:55
5:55	6:13	6:20	6:20	6:35	6:55
7:55	8:13	8:20	8:20	8:35	--

WESTBOUND

SW Ft Intl Airport	Bell Tower	Winkler & Summerlin	McGregor Pointe	Summerlin Square
1	2	3	7	5
7:10	7:30	7:45	7:52	8:00
9:00	9:20	9:35	9:42	9:50
11:00	11:20	11:35	11:42	11:50
1:00	1:20	1:35	1:42	1:50
3:00	3:20	3:35	3:42	3:50
5:00	5:20	5:35	5:42	5:50
7:00	7:20	7:35	7:42	7:50

Monday Thru Saturday

WESTBOUND

SW Ft Intl Airport	Bell Tower	Winkler & Summerlin	Health Park	Summerlin Square
1	2	3	4	5
1	2	3	4	5
--	6:35	6:45	6:52	7:00
7:10	7:30	7:42	7:47	7:55
8:10	8:30	8:42	8:47	8:55
9:00	9:20	9:32	9:37	9:45
10:00	10:20	10:32	10:37	10:45
11:00	11:20	11:32	11:37	11:45
12:00	12:20	12:32	12:37	12:45
1:00	1:20	1:32	1:37	1:45
2:00	2:20	2:32	2:37	2:45
3:00	3:20	3:32	3:37	3:45
4:00	4:20	4:32	4:37	4:45
5:00	5:20	5:32	5:37	5:45
6:00	6:20	6:32	6:37	6:45
7:00	7:20	7:32	7:37	7:45
8:00	8:20	8:32	8:37	8:45
9:00	9:20	--	--	--

EASTBOUND

Summerlin Square	Tanger Outlet Mall	McGregor Pointe	Winkler & Summerlin	Bell Tower	SW Ft Intl Airport
5	6	7	3	2	1
2	1	2	3	2	1
*6:10	6:15	6:23	6:30	6:45	7:05
7:05	7:10	7:20	7:25	7:45	8:05
8:00	8:05	8:10	8:15	8:35	8:55
9:00	9:05	9:10	9:15	9:35	9:55
10:00	10:05	10:10	10:15	10:35	10:55
11:00	11:00	11:10	11:15	11:35	11:55
12:00	12:00	12:10	12:15	12:35	12:55
1:00	1:00	1:10	1:15	1:35	1:55
2:00	2:00	2:10	2:15	2:35	2:55
3:00	3:00	3:10	3:15	3:35	3:55
4:00	4:00	4:10	4:15	4:35	4:55
5:00	5:00	5:10	5:15	5:35	5:55
6:00	6:00	6:10	6:15	6:35	6:55
7:00	7:00	7:10	7:15	7:35	7:55
8:00	8:00	8:10	8:15	8:35	8:55
9:00	9:00	9:10	9:15	9:35	--

* - Service begins at the Ft. Myers Beach Pier 6:00am

PM times in **BOLD**
All times are approximate

Bus Riding Tips

- Be at Bus Stop 5 minutes before scheduled time
- Have exact fare. Drivers cannot make change
- Check the destination sign above the windshield to ensure you are boarding the correct route
- Transfers Good On Next Available Bus Only and Not Valid on Same Route
- Out of courtesy to fellow passengers, smoking, drinking, eating, gambling, littering, and music without headphones are not allowed.
- No Service provided on following days

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

Fare Information

Adult Fare	\$ 1.00
Discount Fare	\$.50
(available with Medicare card, or as a Disabled Citizen, Senior Citizen {65 or older} or under 18 Citizen with valid LeeTran ID)	
Pre-School Children (under 42 in.)	Free
Transfers	\$.15
(Must purchase when boarding)	

Passes

All Day Pass	\$ 3.00
Adult Monthly Pass	\$30.00
Student Monthly Pass	\$25.00
Senior/Disabled Monthly Pass	\$18.00
Adult Twelve Trip	\$10.00
Student Twelve Trip	\$ 7.50
Senior Twelve Trip	\$ 5.00

Exact Fare Needed
Se require cambio exacto

Bus Pass Outlet Locations

Fort Myers Intermodal Transfer Center
2250 Peck St.

LeeTran Office
6035 Idlewild Road

So. Fort Myers Edison Community College
Student Services Building

Cape Coral City Hall
1015 Cultural Parkway

Passes

Pase Para de Dia	\$ 3.00
Pase Mensual para Adultos	\$30.00
Pase Mensual para Estudiantes	\$25.00
Pase para Ancianos e Impedidos	\$18.00
Pase de Doce Viajes para Adultos	\$10.00
Pase de Doce Viajes para Ancianos	\$ 5.00
Pase de Doce Viajes para Estudiantes	\$ 7.50

50

SW FL Airport
Summerlin Sq



Your Ride Is Here.

SERVICING

- SW FL Intl Airport
- Bell Tower Mall
- HealthPark Hospital
- Summerlin Square
- Tanger Outlet Mall

TRANSFERS

Bell Tower Mall	30, 80, 100, 140
Winkler Rd & Cypress Lake Dr	130
Summerlin Square	130

Wheelchair accessible buses available on all routes.

MORE INFO

275-TRAN

www.ridaleetran.com

Effective 5/01/03

Description of Kennedy Parcel

August 15, 2003

DESCRIPTION

**PHASE II, SOLERA
AT HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
AND SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
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 being 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 tract or parcel is described as follows:

From the northwest corner of said Section 4 run S 01° 21' 19" E along the west line of said Section 4 for 649.67 feet; thence run N 88° 38' 41" E departing said section line for 59.26 feet to the Point of Beginning.

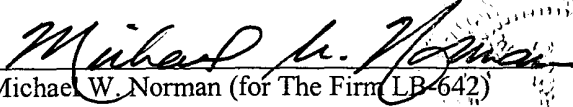
From said Point of Beginning run N 01° 21' 19" W and parallel with the west line of said Section 4 for 103.94 feet to a point of curvature; thence run northeasterly along arc of said curve to the right of radius 40.00 feet (delta 72° 09' 24") (chord bearing N 34° 43' 23" E) (chord 47.11 feet) for 50.37 feet to a point of tangency; thence run N 70° 48' 05" E for 38.82 feet to a point of curvature; thence run northeasterly along arc of said curve to the left of radius 110.00 feet (delta 23° 05' 08") (chord bearing N 59° 15' 31" E) (chord 44.02 feet) for 44.32 feet to an intersection with a non-tangent curve; thence run southeasterly along the arc of said curve to the left of radius 125.00 feet (delta 48° 34' 19") (chord bearing S 67° 16' 01" E) (chord 102.82 feet) for 105.97 feet to a point of reverse curvature; thence run southeasterly along arc of said curve to the right of radius 850.00 feet (delta 09° 35' 28") (chord bearing S 86° 45' 27" E) (chord 142.12 feet) for 142.29 feet to an intersection with a non-tangent line; thence run N 08° 02' 17" E for 40.00 feet to an intersection with a non-tangent curve; thence run northwesterly along arc of curve to the right of radius 25.00 feet; (delta 87° 10' 52") (chord bearing N 38° 22' 17" W) (chord 34.47 feet) for 38.04 feet to a point of tangency; thence run N 05° 13' 09" E for 199.93 feet to a point of curvature; thence run northeasterly along arc of said curve to the right of radius 80.00 feet (delta 67° 06' 01") (chord bearing N 38° 46' 10" E) (chord 88.43 feet) for 93.69 feet to a point of tangency; thence run N 72° 19' 10" E for 124.34 feet to a point of curvature; thence run northeasterly along the arc of said curve to the left of radius 120.00 feet (delta 26° 38' 06") (chord bearing N 59° 00' 07" E) (chord 55.28 feet) for 55.78 feet to a point of reverse curvature; thence run northeasterly along the arc of said curve to the right of radius 25.00 feet (delta 78° 52' 04") (cord bearing N 85° 07' 06" E) (chord 31.76 for 34.41 feet) to an intersection with a non-tangent line; thence run N 34° 33' 08" E for 40.00 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the right of radius 205.00 feet (delta 06° 31' 45") (chord bearing N 52° 11' 00" W) (cord 23.35 feet) for 23.36 feet to an intersection with a non-tangent line; thence run N 41° 44' 41" E for 135.72 feet to an intersection with a non-tangent curve, said curve being the southeasterly curve line of Tract "F" as shown on said Plat of HealthPark Florida West; thence run the following courses and distances along the southerly and westerly line of said Tract "F"; southeasterly along the arc of said curve to the left of radius 52.00 feet (delta 43° 52' 24") (chord bearing S 70° 14' 55" E) (chord 38.85 feet) for 39.82 feet to a point of compound curvature; northeasterly along the arc of said curve to the left of radius 40.50

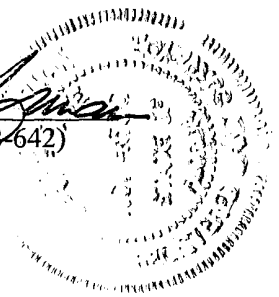
(delta 33° 02' 42") (chord bearing N 71° 17' 32" E) (chord 23.04 feet) for 23.36 feet to a point of tangency; N 54° 46' 11" E for 56.65 feet to a point of curvature; southeasterly along the arc of said curve to the right of radius 158.00 feet (delta 71° 52' 41") (chord bearing S 89° 17' 29" E) (chord 185.47 feet) for 198.21 feet to a point of tangency; S 53° 21' 09" E for 5.50 feet to a point of curvature; southeasterly along the arc of said curve to the right of radius 200.00 feet (delta 19° 51' 59") (chord bearing S 43° 25' 09" E) (chord 69.00 feet) for 69.35 feet to a point of compound curvature; southeasterly along the arc of said curve to the right of radius 580.00 (delta 19° 21' 18") (chord bearing S 23° 48' 30" E) (chord 195.00 feet) for 195.93 feet to a point of tangency; S 14° 07' 51" E for 49.81 feet; S 10° 21' 17" E for 26.36 feet; S 16° 37' 54" E for 43.05 feet; S 20° 47' 32" E for 21.44 feet; S 11° 52' 52" E for 30.85 feet; S 01° 35' 19" E for 51.70 feet; S 00° 24' 03" W for 74.49 feet; S 10° 16' 47" W for 60.50 feet; S 23° 56' 15" W for 54.45 feet; S 35° 19' 58" W for 57.03 feet; S 32° 28' 55" W for 17.37 feet to an intersection with a non-tangent curve; thence departing said tract line run southwesterly along the arc of said curve to the right of radius 673.68 feet (delta 52° 00' 00") (chord bearing S 84° 54' 49" W) (chord 590.64 feet) for 611.41 feet to a point of reverse curvature; thence run northwesterly along the arc of said curve to the left of radius 733.60 feet (delta 27° 57' 00") (chord bearing N 83° 03' 41" W) (chord 354.32 feet) for 357.86 feet to a non-tangent line; thence run S 88° 38' 41" W for 135.01 feet to the Point of Beginning.

Parcel contains 13.08 acres, more or less.

SUBJECT TO easements, restrictions and reservations of records.

Bearings hereinabove mentioned are based on the Plat of HealthPark Florida West as recorded in Plat Book 47 at Pages 1 through 9, Public Records of Lee County, Florida wherein west line of Section 33, Township 45 South, Range 24 East bears N 01° 02' 04" W.


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



RECEIVED
SEP 30 2003

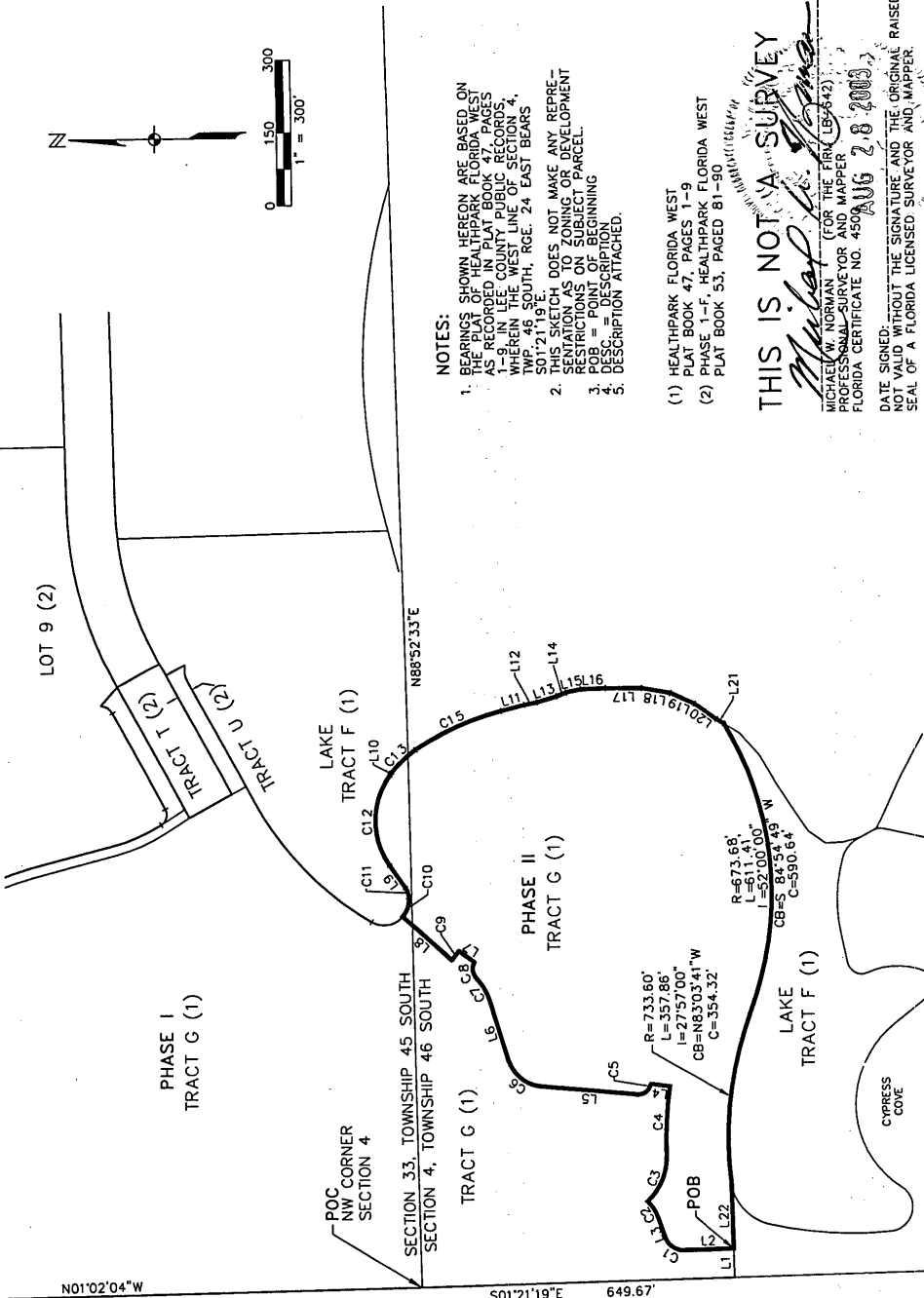
PERMIT COUNTER

DCI 2003-00068

Certified Sketch of Kennedy Parcel

LINE	LENGTH	BEARING
L1	59.26	N88°38'41"E
L2	103.94	N01°21'19"W
L3	38.82	N70°48'05"E
L4	40.00	N08°02'17"E
L5	199.93	N05°13'09"E
L6	124.34	N72°19'10"E
L7	40.00	N34°33'08"E
L8	135.72	N41°44'41"E
L9	56.65	N54°46'11"E
L10	5.50	S53°21'09"E
L11	49.81	S14°07'51"E
L12	26.36	S102°11'7"E
L13	43.05	S16°37'54"E
L14	21.44	S20°47'32"E
L15	30.85	S11°52'52"E
L16	51.70	S01°35'19"E
L17	74.49	S00°24'03"W
L18	60.50	S10°16'47"W
L19	54.45	S23°56'15"W
L20	57.03	S35°19'58"W
L21	17.37	S32°28'55"W
L22	135.01	S88°38'41"W

CURVE TABLE						
	CURVE	DELTA	CHORD BEARING	CHORD	LENGTH	
	C1	40.00	72°09'24"	N34°43'23"E	47.11	50.37
	C2	110.00	23°05'08"	N59°15'31"E	44.02	44.32
	C3	125.00	48°34'19"	S67°16'01"E	102.82	105.97
	C4	850.00	9°35'28"	S86°45'27"E	142.12	142.29
	C5	25.00	87°10'52"	N38°22'17"W	34.47	38.04
	C6	80.00	67°06'01"	N38°46'10"E	88.43	93.69
	C7	120.00	26°38'06"	N59°00'07"E	55.28	55.78
	C8	25.00	78°52'04"	N85°07'06"E	31.76	34.41
	C9	205.00	6°31'45"	N52°11'00"W	23.35	23.36
	C10	52.00	43°52'24"	S70°14'55"E	38.85	39.82
	C11	40.50	33°02'42"	N71°17'32"E	23.04	23.36
	C12	158.00	71°52'41"	S88°17'29"E	185.47	198.21
	C13	200.00	19°51'59"	S43°25'09"E	69.00	69.35
	C15	580.00	19°21'18"	S23°48'30"E	195.00	195.93



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PRIMA FACIE RECORDS OF THE PLAT BOOKS 1-9, IN LEE COUNTY PUBLIC RECORDS, WHEREIN THE WEST LINE OF SECTION 4, TWP. 46 SOUTH, RGE. 24 EAST BEARS S01°21'19"E. DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
2. THIS SKETCH IS FOR THE PURPOSE OF DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF BEGINNING
4. DESC. = DESCRIPTION
5. DESCRIPTION ATTACHED.

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

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500 AUG 28 2003
 DATE SIGNED: WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PHASE II
SOLERA
 HEALTHPARK FLORIDA WEST
 (PLAT BOOK 47, PAGES 1-9)
 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) 334-3561
 E.B. #642 & L.B. #642

JOHNSON
ENGINEERING

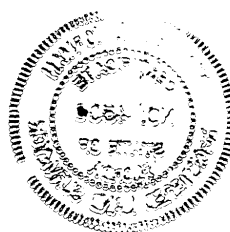
SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/11/03	20033872	4-46-24	1" = 300'	1 OF 1

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SEP 30 2003

PERMIT COUNTER

OCI 2003-00068



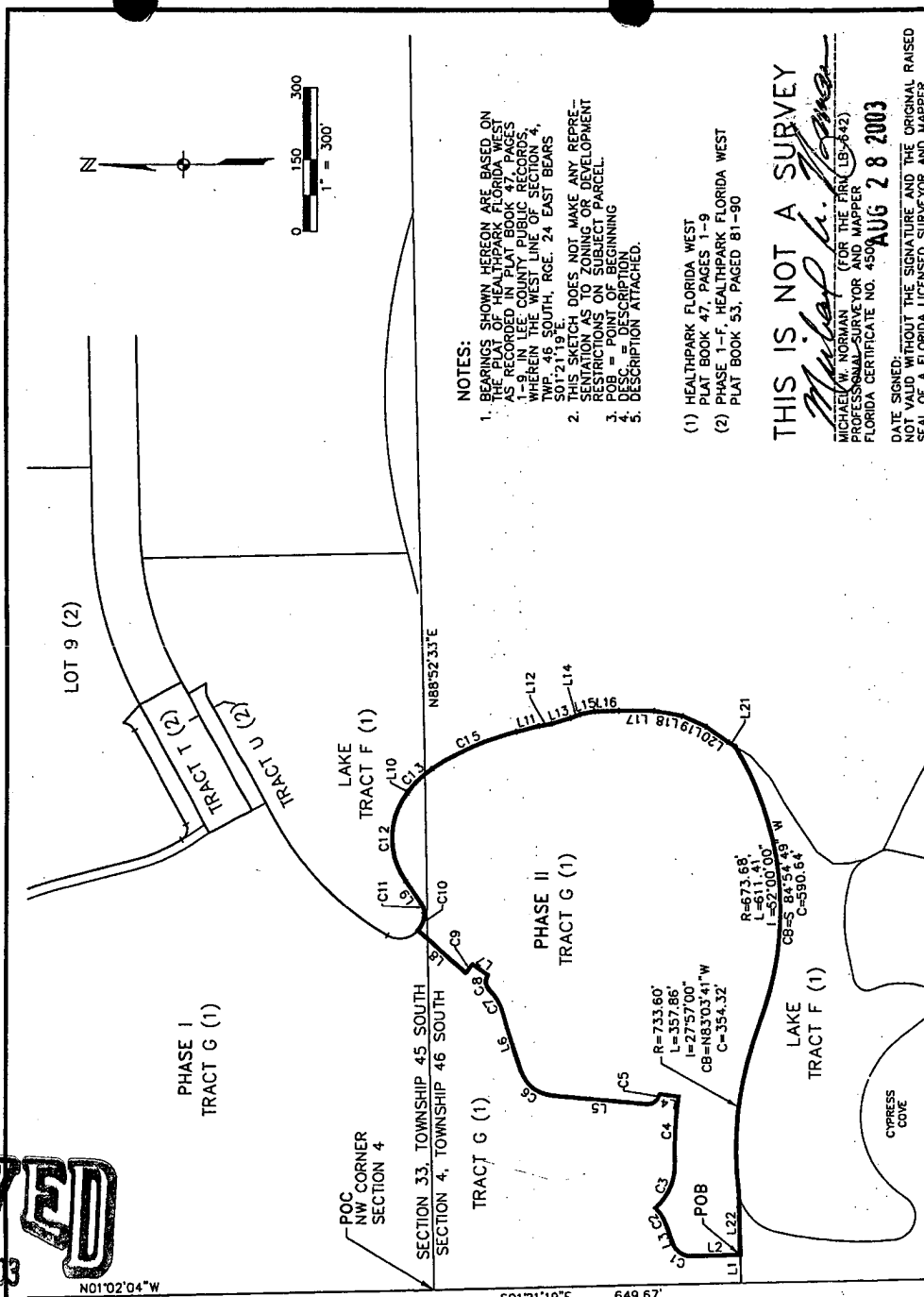
RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

LINE TABLE	
LINE	BEARING
L1	59.26 N88°38'41"E
L2	103.94 N01°21'19"W
L3	38.82 N70°48'05"E
L4	40.00 N08°02'17"E
L5	199.93 N05°13'09"E
L6	124.34 N72°19'10"E
L7	40.00 N34°33'08"E
L8	135.72 N41°44'41"E
L9	56.65 N54°46'11"E
L10	5.50 S53°21'09"E
L11	49.81 S14°07'31"E
L12	26.36 S10°21'17"E
L13	43.05 S16°37'54"E
L14	21.44 S20°47'32"E
L15	30.85 S11°52'52"E
L16	51.70 S01°35'19"E
L17	74.49 S00°24'03"W
L18	60.50 S10°16'47"W
L19	54.45 S23°58'15"W
L20	57.03 S35°19'58"W
L21	17.37 S32°28'55"W
L22	135.01 S88°38'41"W

CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD BEARING
C1	40.00	72°09'24"	N34°43'23"E
C2	110.00	23°05'08"	N59°15'31"E
C3	125.00	48°34'19"	S87°16'01"E
C4	850.00	9°35'28"	S86°45'27"E
C5	25.00	87°10'52"	N38°22'17"W
C6	80.00	67°08'01"	N38°48'10"E
C7	120.00	26°58'06"	N59°00'07"E
C8	25.00	78°52'04"	N95°07'06"E
C9	205.00	6°31'45"	N52°11'00"W
C10	52.00	43°52'24"	S70°14'55"E
C11	40.50	33°02'42"	N71°17'32"E
C12	158.00	71°52'41"	S89°17'29"E
C13	200.00	19°51'59"	S43°25'08"E
C15	580.00	19°21'18"	S23°48'30"E



THIS IS NOT A SURVEY

Michael A. Norman
MICHAEL A. NORMAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4590

AUG 28 2003

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

PHASE II

SOLERA

HEALTHPARK FLORIDA WEST
(PLAT BOOK 47, PAGES 1-9)
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

JOHNSON
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PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE 08/11/03 PROJECT NO. 20033872 FILE NO. 4-46-24 SCALE 1" = 300' SHEET 1 OF 1

Exhibits 6-G, 6-H & 6-I

NARRATIVE ON COMPLIANCE WITH ZONING CONSIDERATIONS

HealthPark Florida is the subject of DRI #5-8586-63 and Commercial Planned Development (CPD) Z-87-058 (Hearing #87-3-10) and is approved for a mixture of acute care and specialty hospital space, medical and general office, medical education space, independent living units, ALF's assisted living units, nursing home facilities, recreational and campus services and commercial square footage. Copies of all approving resolutions and amended DRI Development Orders are attached.

Resolution Number 03-08-48 was approved on August 19, 2003 to allow the 43 +/- acre parcel situated in the northwest corner of HealthPark Florida (Kennedy Parcel) to develop as a residential complex by transferring 430 multi-family/townhouse units from east of Bass Road.

The applicant is in the process of obtaining a local development order for 359 townhouse units on the north half of the Kennedy parcel. Due to market demands, the applicant desires to create a single-family subdivision on the south half of the Kennedy parcel consisting of 60 single family units with lots being no smaller than 6, 500 square feet. In order for HealthPark Florida to provide a single-family product the commercial planned development must be changed to a mixed-use development.

It will take the conversion of 114 multi-family units to generate 60 single family units and the land use parameters set forth on the MCP have been changed accordingly:

Single-Family Units	<u>60 Units</u>
Loss of units from conversion	<u>54 Units</u>
Multi-Family/Townhouse Units	<u>359 Units</u>
Total	<u>473 Units</u>

In order for HealthPark Florida to provide a single-family product the commercial planned development must be changed to a mixed-use development.

The Kennedy single-family parcel abuts approved multi-family to the north, a lake to the east and south, and cow slough to the west. A buffer has been provided on the west side of the proposed single-family parcel.

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This request will not exceed the residential units already approved and since the Kennedy parcel is already approved for similar uses (multi-family/townhouse units independent and assisted living units), the applicant believes that approval of this request will not create external impacts. Also, the Kennedy parcel is one of the last remaining undeveloped parcels within HealthPark west and the applicant believes this property is ideally suited for single-family residential uses.

The applicant is also requesting that the schedule of uses be amended to include dwelling unit/single family and model home(s), a typical single family lot layout is shown on sheet 2 of the MCP and the Property Development Regulations have been amended to include the single family product.

In accordance with Section 34-145(d) of the Lee County Land Development Code, the applicant submits the following analysis to those criteria that must be reviewed during all zoning cases:

1. Changed or changing conditions exist that make approval of the requested amendment appropriate. Development within HealthPark Florida has been primarily focused on the west side of Bass Road in recent years. The applicant has recently constructed Park Royal Drive and has obtained a plat for HealthPark East, that portion of HealthPark lying east of Bass Road. Local development orders have been approved within HealthPark East for a shopping center in the southwest corner, an apartment complex has been approved in the northeast corner, and a small office building has been approved and is under construction just north of the proposed shopping center.
2. The testimony of the applicant will be provided at hearing. However, the applicant directs staff to the information contained within this application as support for the requested rezoning.
3. The recommendation of staff will be forthcoming prior to the public hearing.
4. The testimony of the public will be presented at hearing.
5. HealthPark Florida underwent a comprehensive plan consistency review during the original DRI and CPD approval process. No modification to the comprehensive plan has been made that would change the consistency of this project.
6. The requested rezoning will meet or exceed all performance and location standards for commercial development contained within the Lee Plan.

7. Under the original DRI approval, HealthPark is required to protect, conserve and preserve environmentally critical areas located on the site as shown on the Master Concept Plan and described in the approving resolution and DRI development order.
8. The request will be compatible with existing and planned uses through the provision of adequate buffers and/or open space located on the site plan.
9. No damage, hazard, nuisance or other detriment to persons or property is anticipated from this rezoning.
10. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development. The applicant's request will not affect the number of traffic trips on Bass Road.
11. Urban services, as defined in the Lee Plan, will be available and adequate to serve the proposed request. HealthPark Florida is located at the intersection of two arterial roadways and will have direct access to each. The Kennedy parcel will have direct access to HealthPark Circle.
12. There exist no errors or ambiguities within the zoning code or zoning map, which need to be corrected by this rezoning. This is simply a request for an amendment to an existing zoning in an area where existing and changing conditions warrant approval.

LEE PLAN CONSISTENCY

HealthPark Florida underwent a comprehensive plan consistency review during the original approval process (DRI #5-886-63) and no modification of the comprehensive plan has been made that would change the consistency of this project.

EXHIBIT 6-O

Surface Water Management Plan

The proposed site consists of 13.08 acres of single-family residential. On site attenuation requirements are met by HealthPark master surface water management system. On site treatment requirements are not required due to residential exemption.

EXHIBIT 6-L

Traffic Impact Statement

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DCI 2003-00068

KENNEDY HOMES AT HEALTHPARK – PHASE II
TRAFFIC IMPACT STATEMENT

Project #03613

September 9, 2003

Prepared by:
DAVID PLUMMER & ASSOCIATES, INC.
1531 Hendry Street
Fort Myers, Florida 33901



KENNEDY HOMES AT HEALTHPARK – PHASE II **TRAFFIC IMPACT STATEMENT**

Introduction

Kennedy Homes at HealthPark is a planned residential development at HealthPark, Florida. Kennedy Homes is part of the approved HealthPark Florida Development of Regional Impact (DRI) and is located at western terminus of North HealthPark Circle, (Exhibit 1). Phase II (Project) is the single-family component of the development. Currently the Kennedy Homes development is not zoned for single-family residences. The Project will replace 114 residential condominiums with 60 single-family residences. Buildout for the Project is expected in 2006.

The purpose of this traffic study is to support the rezoning application for the Project. This traffic study was prepared consistent with Lee County Traffic Statement Guidelines for rezonings. Per those guidelines, the analysis for this traffic study is based on buildout plus one year (2007).

Development Parameters

The approved parameters and the proposed Project's development parameters are as follows.

Development Parameters

Land Use

Size

Approved Phase II
Project

114 residential condominiums ⁽¹⁾
60 single-family units ⁽²⁾

Footnotes:

(1) ITE LUC 230

(2) ITE LUC 210

Trip Generation

The AM peak hour, PM peak hour and daily trip generation associated with the approved parameters and the proposed Project were estimated based on the trip rates contained in the ITE report titled Trip Generation (Sixth Edition).

The trip generation for the approved parameters and the proposed Project are summarized below and the ITE trip generation calculations are shown in Appendix A. No adjustments were made for interaction among the surrounding uses within the HealthPark DRI or Phase I of the Kennedy Homes development.

Trip Generation Summary

	<u>AM</u>			<u>PM</u>			<u>Daily</u>
	<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	
Approved Zoning ⁽¹⁾	10	47	57	46	23	69	728
Proposed Project ⁽²⁾	13	39	<u>52</u>	43	24	<u>67</u>	<u>648</u>
Difference			-5			-2	-80

Footnotes:

(1) 114 dwelling units – ITE LUC 230

(2) 60 dwelling units – ITE LUC 210

As shown above, the proposed project would result in a reduction in trips during the AM peak hour, PM peak hour and on a daily basis.

Trip Assignment

The Project's trip assignment to the external road network is presented in Exhibit 2. The estimated Project peak hour trips were assigned to the external road network based on peak hour turning movement counts conducted in December 2002 and shown in Appendix B. The AM peak hour and PM peak hour Project traffic is presented in Exhibit 3.

Project Access

The Project will use existing North HealthPark Circle to access Bass Road at the intersection of Bass Road and North HealthPark Circle/Park Royal Drive. This access point is an unsignalized full median opening.

Existing Roadway Network

Bass Road is a four-laned divided road from Summerlin Road to North HealthPark Circle and a two-lane undivided road from North HealthPark Circle to Gladiolus Drive. There are no improvements scheduled or committed for Bass Road at this time.

Existing Traffic Conditions

Turning movement counts for the AM and PM peak hours were conducted at the intersection of Bass Road and North HealthPark Circle/Park Royal Drive on December 10, 2002. The counts were adjusted to peak season conditions and projected to 2003 using an annual growth rate of 4.04%. The growth rate was based on a review of historic growth in traffic volumes on Bass Road north of Summerlin Road from 1993 to 2002, as

reported in the Lee County 2002 Traffic Count Report. These existing 2003 volumes are presented in Exhibit 4 and the original traffic counts are provided in Appendix B.

An intersection capacity analysis was performed for the Bass Road/North HealthPark Circle/Park Royal Drive intersection, consistent with the methodology of the 2000 Highway Capacity Manual. The resultant levels of service are summarized below and included as Appendix C.

Existing 2003 Traffic Conditions
Peak Season

<u>Intersection</u>	<u>Level of Service</u>	
	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>
Bass Road/N. HealthPark Circle/ Park Royal Drive	A/B ⁽¹⁾	A/B ⁽¹⁾

Footnote:

(1) Unsignalized intersection – Major street left-turn/minor street left-turn LOS reported.

Roadway segment traffic volumes and levels of service for existing AM and PM peak hour, peak season conditions are presented in Exhibits 5A and 5B, respectively.

Future 2007 Conditions With Project

The existing 2003 peak hour, peak season traffic volumes were projected to 2007 using an annual growth rate of 4.04%. The compounded growth rate of 17.2% was based on a review of historic growth in traffic volumes on Bass Road north of Summerlin Road from 1993 to 2002, as reported in the Lee County 2002 Traffic Count Report. The projected volumes are the future 2007 background traffic volumes as shown in Exhibit 6.

Future 2007 total traffic volumes were estimated by adding the Kennedy Homes at HealthPark – Phase I traffic volumes and the proposed Kennedy Homes at HealthPark Phase II traffic volumes (Exhibit 3) to the future 2007 background traffic. Total volumes are presented in Exhibit 8.

Intersection capacity analyses were performed at the intersection of Bass Road and North HealthPark Circle/Park Royal Drive. The resultant intersection levels of service are summarized below and included as part of Appendix C.

Future 2007 Traffic Conditions
With Project

<u>Intersection</u>	<u>Level of Service</u>	
	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>
Bass Road/N. HealthPark Circle/ Park Royal Drive	A/C ⁽¹⁾	A/D ⁽¹⁾

Footnote:

(1) Unsignalized intersection – Major street left-turn/minor street left-turn.

Roadway segment traffic volumes and levels of service were estimated for the future 2007 AM and PM peak hour, peak season traffic conditions with the Project and are presented in Exhibits 9A and 9B, respectively.

Turn Lanes

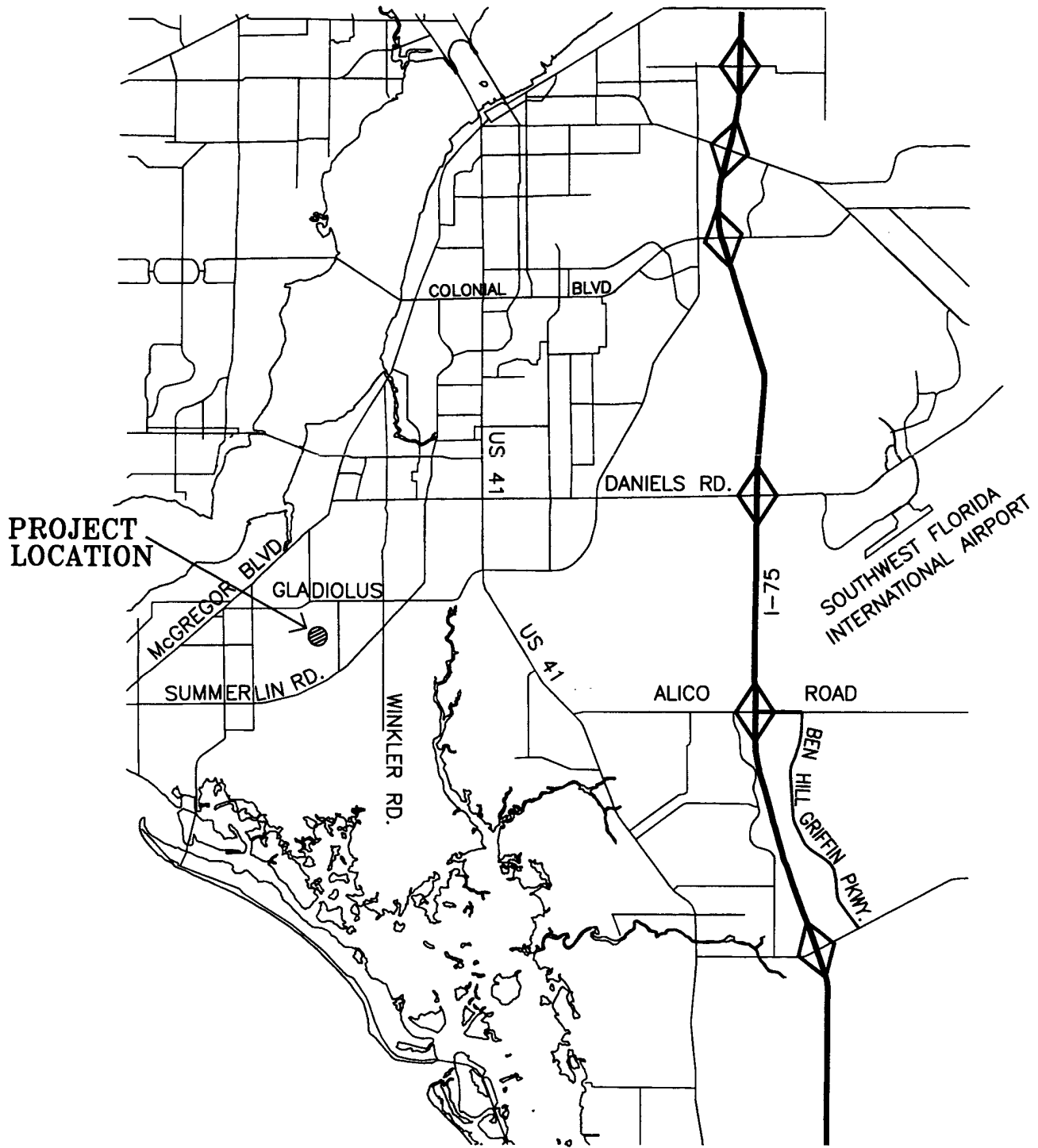
The northbound left-turn lane and southbound right-turn lane on Bass Road, as well as the eastbound left-turn lane and thru/right-turn lane on North HealthPark Circle, were constructed as part of the HealthPark DRI.

The turn lane warrant evaluation is summarized in Exhibit 10. As shown, the northbound left-turn and southbound right-turn lanes are warranted for the Bass Road/North HealthPark Circle/Park Royal Drive intersection. The turn lane storage calculations and a comparison of the existing turn lane storage lengths are shown in Exhibit 11. The turn lane storage calculations are included in Appendix D. As shown in Exhibit 11, the existing turn lane lengths exceed the storage demand.

Conclusions

The analysis of the proposed Project has resulted in the following conclusions.

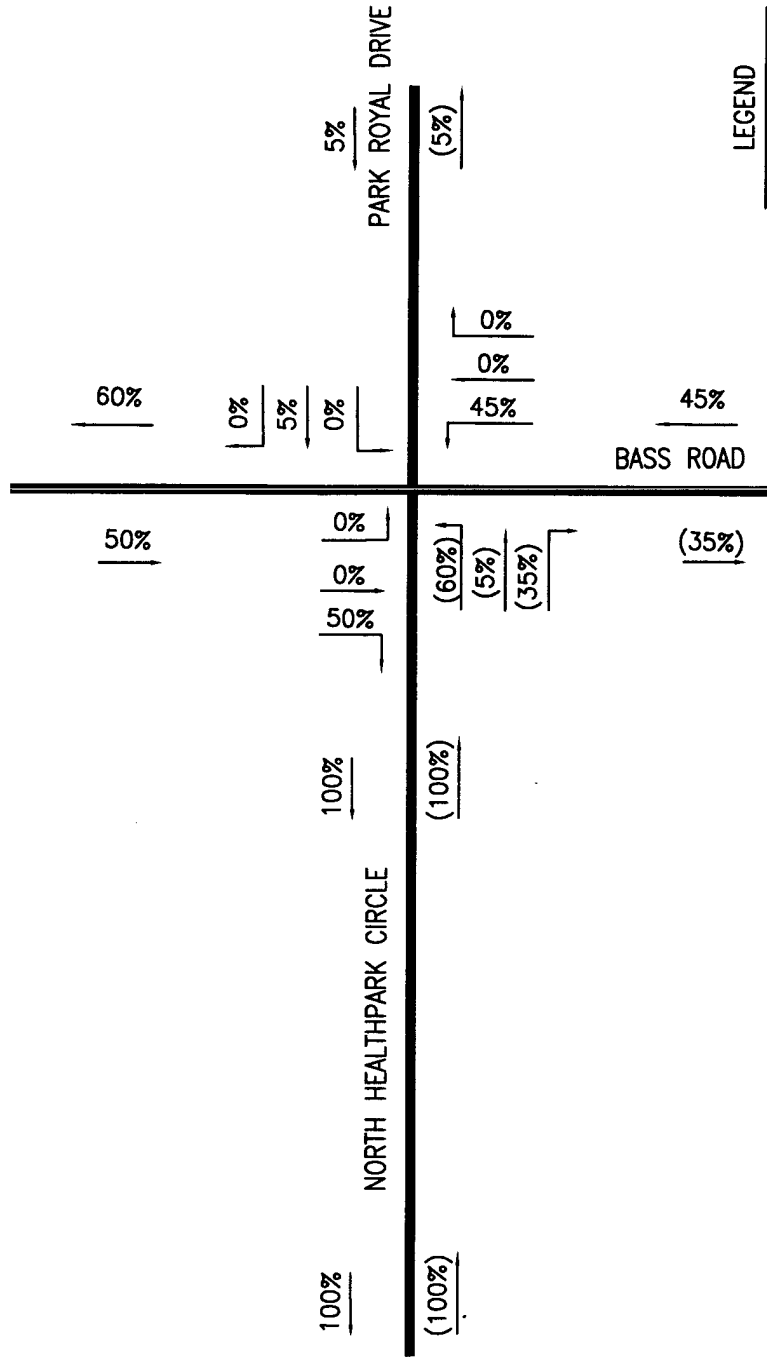
- 1) The trip generation for the proposed single-family residences will generate less traffic than approved multifamily units during the AM peak hour, PM peak hour and on a daily basis.
- 2) The intersection of Bass Road and North HealthPark Circle/Park Royal Drive will operate at an acceptable level of service with buildout of the Project.
- 3) The roadway segments under study will operate above the level of service standard with buildout of the Project.
- 4) The existing turn lanes storage is sufficient to satisfy the proposed storage demand.



KENNEDY HOMES
AT HEALTHPARK – PHASE II
TRAFFIC IMPACT STATEMENT

PROJECT LOCATION

03613/01A/0803



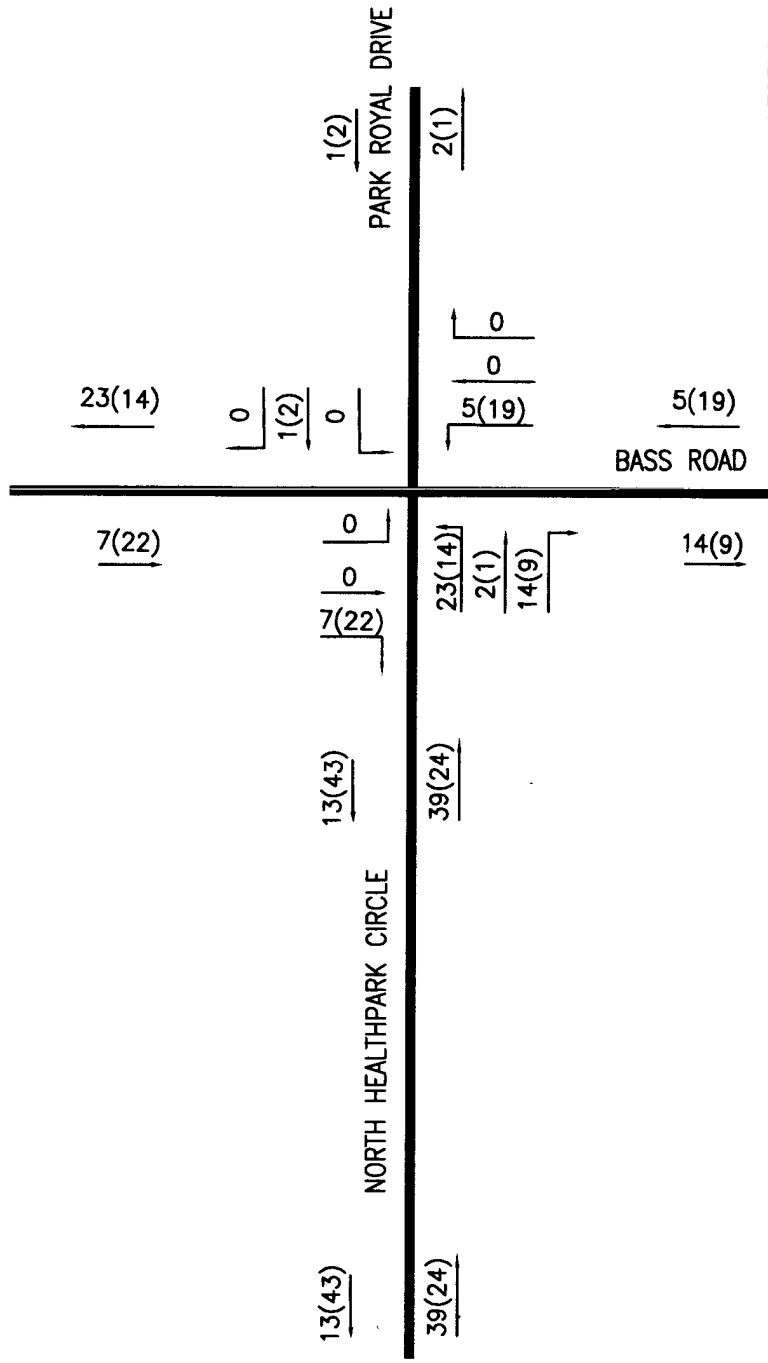
KENNEDY HOMES
AT HEALTHPARK



KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

TRIP ASSIGNMENT

03613/02A/0803



KENNEDY HOMES
AT HEALTHPARK



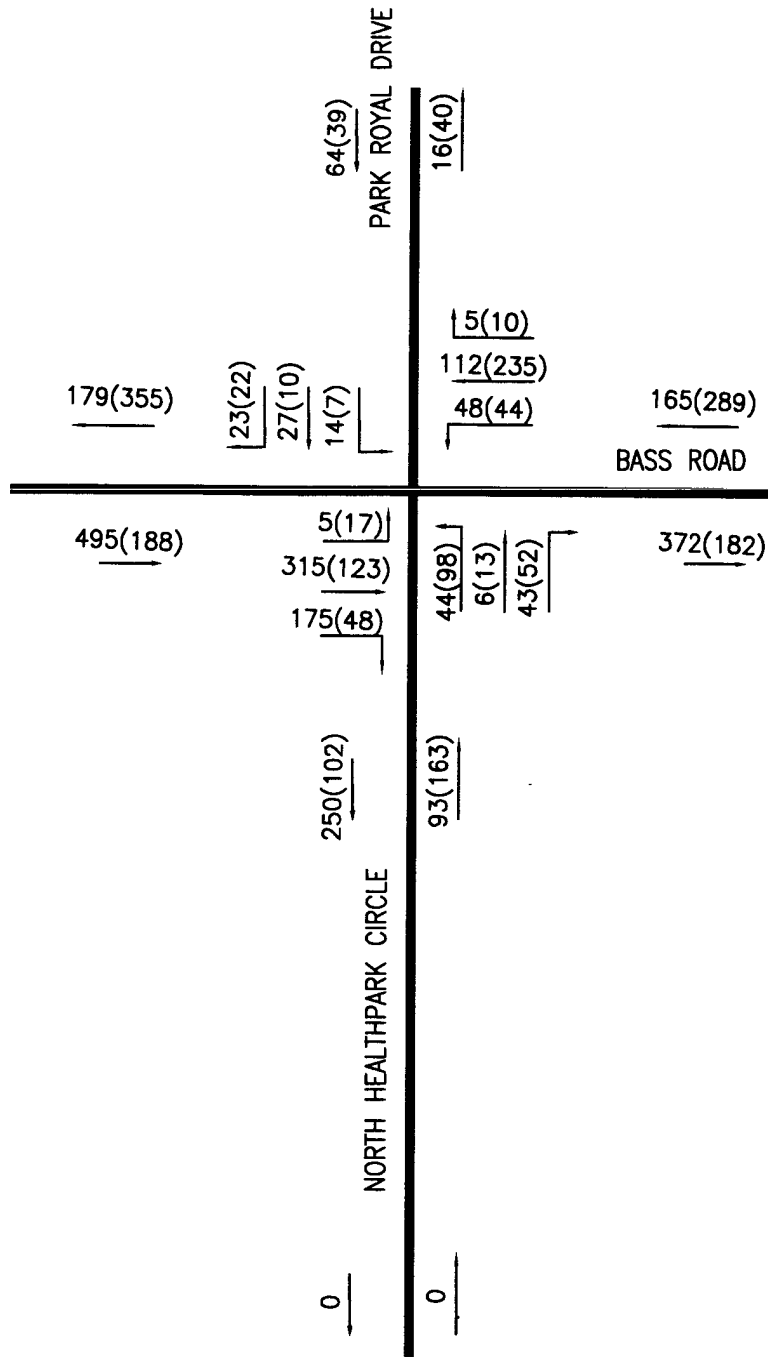
KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

PROJECT PEAK HOUR
TRAFFIC VOLUMES

03613/03A/0803



N.T.S.



KENNEDY HOMES
AT HEALTHPARK

03613/044/0803



KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

EXISTING 2003 PEAK HOUR
PEAK SEASON TRAFFIC VOLUMES

EXHIBIT 5A
KENNEDY HOMES AT HEALTHPARK - PHASE II
EXISTING TRAFFIC CONDITIONS
AM PEAK HOUR, PEAK SEASON

EXISTING AADT

ROADWAY	FROM	TO	(1)	(2)	(3)	(3)		(4)		(5)		Dir	LOS
			# of Lanes	LOS	1993 AADT	2002 AADT	Compnd. Growth Rate	2002 Peak Volume	2003 Peak Volume	2003 Directional SV @			
BASS ROAD	Summerlin Road	North HealthPark Circle	4LD	E	4,200	6,000	4.04%	357	372	1,800	C		
	North HealthPark Circle	Gladiolus Drive	2LU	E	4,200	6,000	4.04%	477	495	850	C		

FOOTNOTES:

- (1) Existing plus committed number of lanes.
- (2) Lee County roadway LOS standard based on The Lee Plan, Policy 22.1.1
- (3) Lee County 2002 Traffic Count Report. Growth rate based on historic trend from 1993 to 2002..
- (4) Based on original turning movement counts adjusted to peak hour peak season conditions.
- (5) Lee County Generalized Peak Hour Directional Service Volumes (d:\los02\input1).

EXHIBIT 5B
KENNEDY HOMES AT HEALTHPARK - PHASE II
EXISTING TRAFFIC CONDITIONS
PM PEAK HOUR, PEAK SEASON

EXISTING AADT

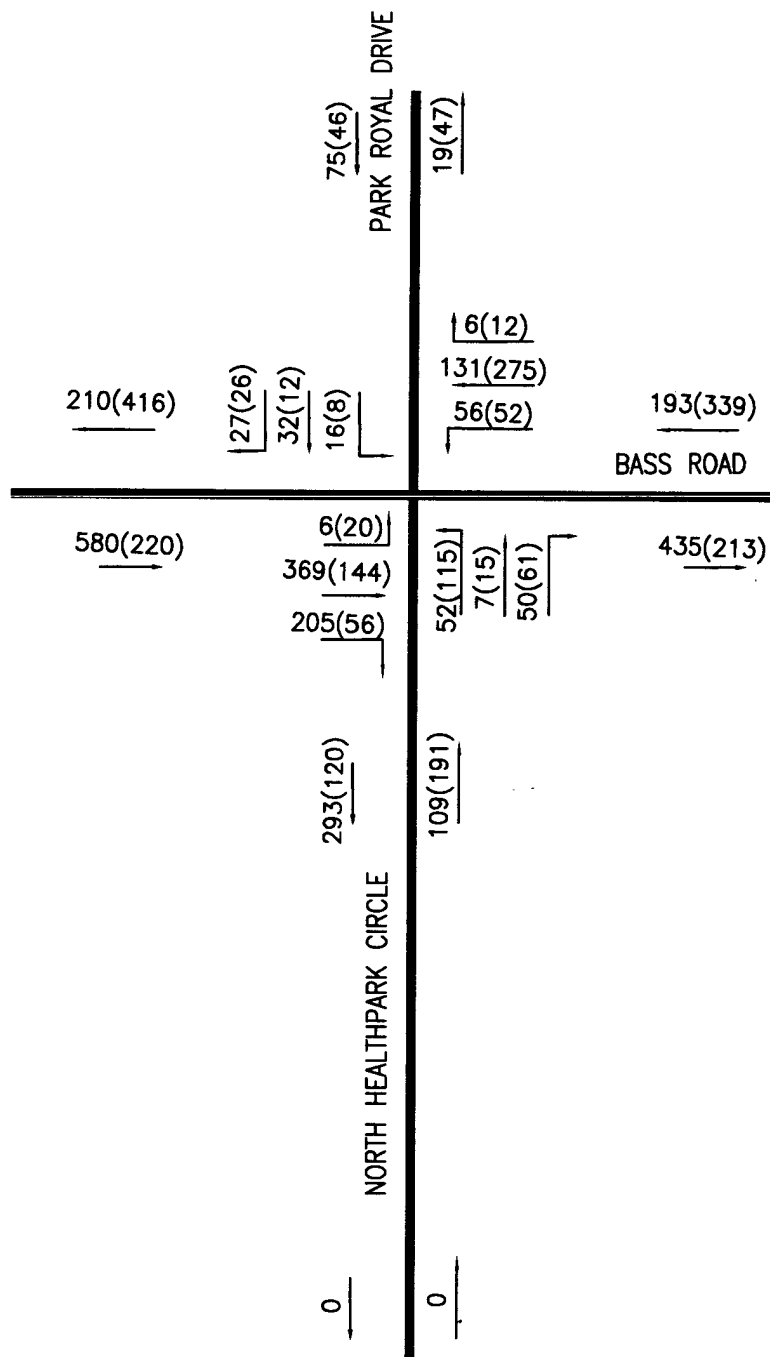
		(1)	(2)	(3)	(3)	(4)	(5)
		# of Lanes	LOS	1993 AADT	2002 AADT	Annual Growth Rate	2003 Directional Peak Volume
ROADWAY	FROM TO		Std				Dir SV @ Dir LOS
BASS ROAD	Summerlin Road	4LD	E	4,200	6,000	4.04%	289
	North HealthPark Circle	2LU	E	4,200	6,000	4.04%	355
	North HealthPark Circle						1,800
	Gladiolus Drive						850

FOOTNOTES:

- (1) Existing plus committed number of lanes.
- (2) Lee County roadway LOS standard based on The Lee Plan, Policy 22.1.1
- (3) Lee County 2002 Traffic Count Report. Growth rate based on historic trend from 1993 to 2002..
- (4) Based on original turning movement counts adjusted to peak hour peak season conditions.
- (5) Lee County Generalized Peak Hour Directional Service Volumes (d:\los02\input1).



N.T.S.



KENNEDY HOMES
AT HEALTHPARK



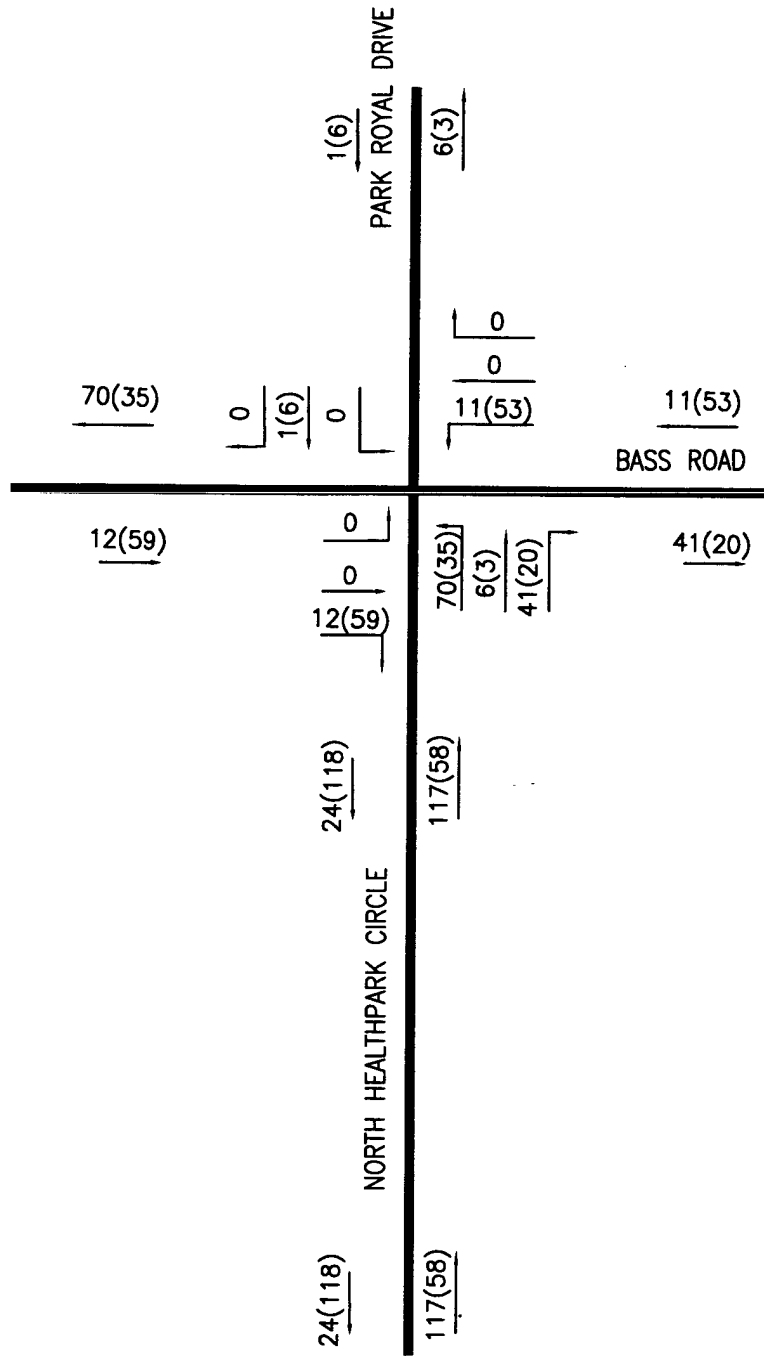
KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

FUTURE 2007 PEAK HOUR
BACKGROUND TRAFFIC VOLUMES

03613/05A/0803



N.T.S.



KENNEDY HOMES
AT HEALTHPARK



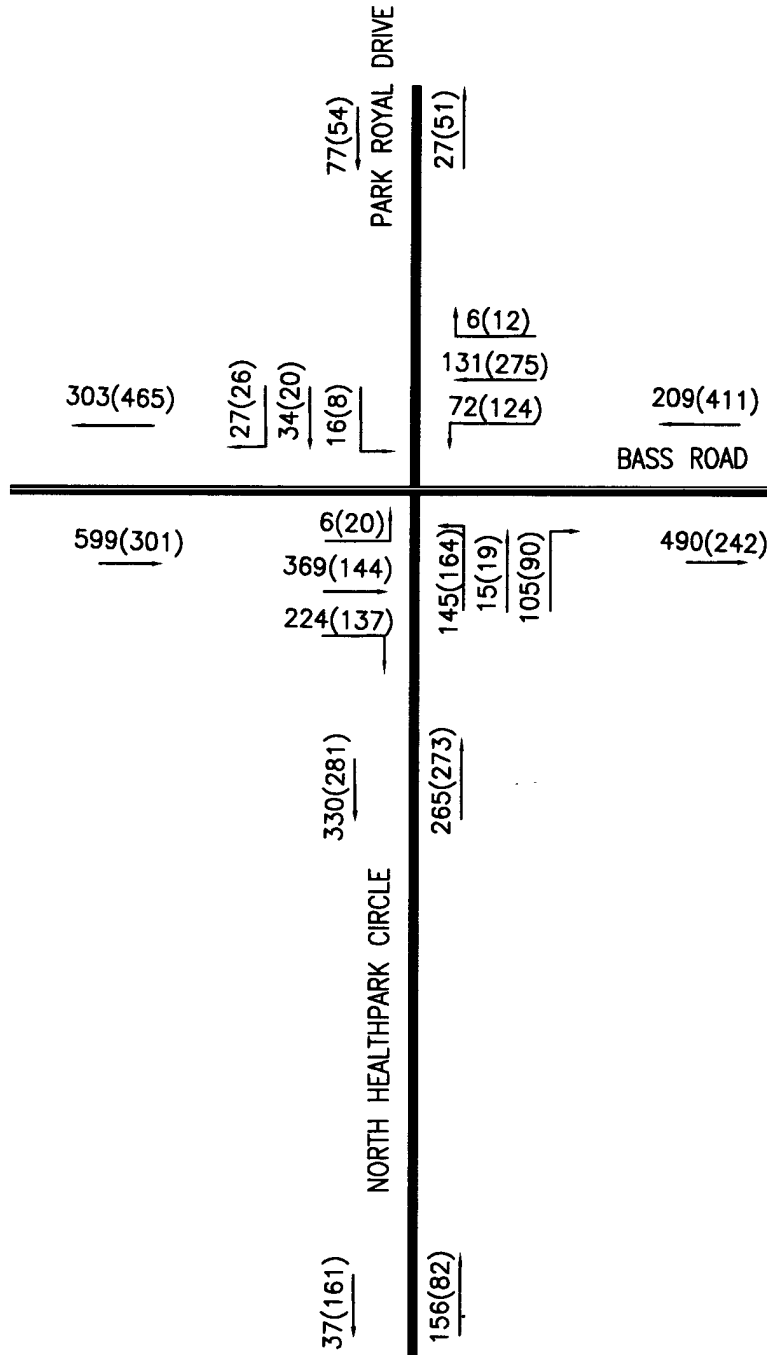
KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

KENNEDY HOMES AT HEALTHPARK
PHASE I TRAFFIC VOLUMES

0613/06A/0803



N.T.S.



LEGEND

XX AM PEAK
(XX) PM PEAK

KENNEDY HOMES
AT HEALTHPARK



KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

FUTURE 2007 PEAK HOUR
TOTAL TRAFFIC VOLUMES

03613/07A/0803

EXHIBIT 9A
KENNEDY HOMES AT HEALTHPARK - PHASE II
FUTURE TRAFFIC CONDITIONS WITH PROJECT
AM PEAK HOUR, PEAK SEASON

BUILDOUT + 1 YEAR (2007)

ROADWAY	FROM	TO	(1)		(2)		(3)		(4)		(5)	
			Lanes	Std	# of LOS	Pk Hr, Pk SN	Existing 2003	4-YEAR	Future 2007	Compnd. Growth	General BG	Total
						Volume	Peak Dir	Factor	Peak Dir	Volume	Phase-I Traffic	Phase-II Traffic
BASS ROAD	Summerlin Road	North HealthPark Circle	4LD	E		372		1.172	435		41	14
	North HealthPark Circle	Gladiolus Drive	2LU	E		495		1.172	580		12	7
											Future Directional Peak	Future Directional Peak
											Volume	SV @ Dir
											LOS	LOS
											Std	Std

FOOTNOTES:

- (1) Existing plus committed number of lanes.
- (2) Lee County roadway LOS standard based on The Lee Plan, Policy 22.1.1
- (3) Based on original turning movement counts adjusted to peak hour peak season conditions.
- (4) Lee County 2002 Traffic Count Report. Growth rate based on historic trend from 1993 to 2002.
- (5) Lee County Generalized Peak Hour Directional Service Volumes (d:\los02\input1).

BUILDOUT + 1 YEAR (2007)

FOOTNOTES:

- LINKANALYSIS.123 - 09/06/2003

EXHIBIT 10

KENNEDY HOMES AT HEALTHPARK – PHASE II

<u>Intersection</u>	<u>Movement</u>	<u>AM/PM</u> <u>Turn Volume</u>	<u>Posted</u> <u>Speed</u>	<u>Warrant</u> <u>Speed</u>	<u>Warrant</u> <u>Volume</u>	<u>Required</u> <u>Per</u> <u>AC-11-4</u>	<u>Status</u>
Bass Road/HealthPark Circle/Park Royal Drive	NB-LT	72 / 124	35	35	20	YES	Existing
	SB-RT	224 / 137	35	35	45	YES	Existing
	EB-LT	145 / 164	≤30 ⁽¹⁾	35	60	NO	Existing
	EB-RT	105 / 90	≤30 ⁽¹⁾	35	90	NO	Existing As Thru/Right

Footnote:

(1) Speed limit not posted. Assume speed limit is less than or equal to 30 mph on a local street.



EXHIBIT 11

KENNEDY HOMES AT HEALTHPARK – PHASE II

<u>Intersection</u>	<u>Movement</u>	<u>Existing Storage Length</u>	<u>Storage Demand</u>
Bass Road/North	NB-LT	230 feet	103 feet
HealthPark Circle/Park	SB-RT	195 feet	187 feet
Royal Drive	EB-LT	145 feet	137 feet



SUMMARY OF TRIP GENERATION CALCULATION
FOR 60 DWELLING UNITS OF SINGLE FAMILY DWELLINGS

	AVERAGE RATE	STANDARD DEVIATION	ADJUSTMENT FACTOR	DRIVE WAY VOLUME
AVG WKDY 2-WAY VOL	10.80	0.00	1.00	648
7-9 AM PK HR ENTER	0.21	0.00	1.00	13
7-9 AM PK HR EXIT	0.64	0.00	1.00	39
7-9 AM PK HR TOTAL	0.86	0.00	1.00	51
4-6 PM PK HR ENTER	0.72	0.00	1.00	43
4-6 PM PK HR EXIT	0.41	0.00	1.00	24
4-6 PM PK HR TOTAL	1.13	0.00	1.00	68
SATURDAY 2-WAY VOL	10.59	0.00	1.00	635
PK HR ENTER	0.58	0.00	1.00	35
PK HR EXIT	0.49	0.00	1.00	30
PK HR TOTAL	1.07	0.00	1.00	64
SUNDAY 2-WAY VOL	8.64	0.00	1.00	518
PK HR ENTER	0.61	0.00	1.00	37
PK HR EXIT	0.54	0.00	1.00	33
PK HR TOTAL	1.15	0.00	1.00	69

Note: A zero rate indicates no rate data available
The above rates were calculated from these equations:

24-Hr. 2-Way Volume: $LN(T) = .92LN(X) + 2.707, R^2 = .96$
7-9 AM Peak Hr. Total: $T = .7(X) + 9.477$
 $R^2 = .89, .25$ Enter, $.75$ Exit
4-6 PM Peak Hr. Total: $LN(T) = .901LN(X) + .527$
 $R^2 = .91, .64$ Enter, $.36$ Exit
AM Gen Pk Hr. Total: $T = .704(X) + 12.09$
 $R^2 = .89, .25$ Enter, $.75$ Exit
PM Gen Pk Hr. Total: $LN(T) = .887LN(X) + .605$
 $R^2 = .91, .64$ Enter, $.36$ Exit
Sat. 2-Way Volume: $LN(T) = .956LN(X) + 2.54, R^2 = .92$
Sat. Pk Hr. Total: $T = .886(X) + 11.065$
 $R^2 = .9, .54$ Enter, $.46$ Exit
Sun. 2-Way Volume: $T = 8.832(X) + -11.604, R^2 = .94$
Sun. Pk Hr. Total: $T = .756(X) + 23.815$
 $R^2 = .86, .53$ Enter, $.47$ Exit

Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

SUMMARY OF TRIP GENERATION CALCULATION
FOR 114 DWELLING UNITS OF RESIDENTIAL CONDOMINIUM

	AVERAGE RATE	STANDARD DEVIATION	ADJUSTMENT FACTOR	DRIVE WAY VOLUME
AVG WKDY 2-WAY VOL	6.38	0.00	1.00	728
7-9 AM PK HR ENTER	0.08	0.00	1.00	10
7-9 AM PK HR EXIT	0.41	0.00	1.00	47
7-9 AM PK HR TOTAL	0.50	0.00	1.00	57
4-6 PM PK HR ENTER	0.40	0.00	1.00	46
4-6 PM PK HR EXIT	0.20	0.00	1.00	23
4-6 PM PK HR TOTAL	0.60	0.00	1.00	68
SATURDAY 2-WAY VOL	7.37	0.00	1.00	840
PK HR ENTER	0.36	0.00	1.00	41
PK HR EXIT	0.30	0.00	1.00	35
PK HR TOTAL	0.66	0.00	1.00	75
SUNDAY 2-WAY VOL	6.27	0.00	1.00	714
PK HR ENTER	0.33	0.00	1.00	37
PK HR EXIT	0.34	0.00	1.00	39
PK HR TOTAL	0.67	0.00	1.00	76

Note: A zero rate indicates no rate data available
The above rates were calculated from these equations:

24-Hr. 2-Way Volume: $\text{LN}(T) = .85\text{LN}(X) + 2.564$, $R^2 = .83$
7-9 AM Peak Hr. Total: $\text{LN}(T) = .79\text{LN}(X) + .298$
 $R^2 = .74$, .17 Enter, .83 Exit
4-6 PM Peak Hr. Total: $\text{LN}(T) = .827\text{LN}(X) + .309$
 $R^2 = .79$, .67 Enter, .33 Exit
AM Gen Pk Hr. Total: $\text{LN}(T) = .808\text{LN}(X) + .209$
 $R^2 = .78$, .18 Enter, .82 Exit
PM Gen Pk Hr. Total: $\text{LN}(T) = .777\text{LN}(X) + .59$
 $R^2 = .8$, .65 Enter, .35 Exit
Sat. 2-Way Volume: $T = 3.615(X) + 427.925$, $R^2 = .84$
Sat. Pk Hr. Total: $T = .286(X) + 42.627$
 $R^2 = .84$, .54 Enter, .46 Exit
Sun. 2-Way Volume: $T = 3.132(X) + 357.258$, $R^2 = .88$
Sun. Pk Hr. Total: $T = .232(X) + 50.009$
 $R^2 = .78$, .49 Enter, .51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

DAVID PLUMMER & ASSOCIATES

SUMMARY OF VEHICLE MOVEMENTS

LOCATION:	BASS RD @ NORTH HEALTH PARK CIR	CITY:	FT MYERS
COUNTY :	LEE	DATE:	12/10/02
OBSERVER:	GL,BL	REMARKS :	
WEATHER :	GOOD		
ROAD CONDITION	GOOD		

TIME		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				GRAND
BEGIN	END	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	TOTAL
07:00 AM	07:15 AM	3	20	0	23	2	44	18	64	3	2	7	12	1	8	3	12	111
07:15 AM	07:30 AM	9	28	3	40	2	45	27	74	12	0	9	21	0	3	5	8	143
07:30 AM	07:45 AM	5	20	0	25	3	63	33	99	7	0	9	16	1	4	3	8	148
07:45 AM	08:00 AM	11	24	0	35	2	77	55	134	8	1	6	15	3	10	7	20	204
08:00 AM	08:15 AM	12	22	2	36	0	59	41	100	8	1	6	15	3	5	5	13	164
08:15 AM	08:30 AM	11	26	1	38	0	59	14	73	13	2	14	29	4	3	4	11	151
08:30 AM	08:45 AM	4	21	1	26	1	44	17	62	6	1	8	15	1	1	3	5	108
08:45 AM	09:00 AM	11	22	2	35	1	62	18	81	4	1	10	15	0	1	5	6	137
09:00 AM	09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM	12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM	01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM	01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM	02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM	02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM	03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM	03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM	03:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM	03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 PM	04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 PM	04:15 PM	8	58	2	68	3	27	13	43	22	0	14	36	1	1	4	6	153
04:15 PM	04:30 PM	6	39	1	46	1	21	12	34	16	1	14	31	0	1	4	5	116
04:30 PM	04:45 PM	9	51	0	60	2	25	6	33	16	1	7	24	1	0	2	3	120
04:45 PM	05:00 PM	3	35	1	39	3	27	7	37	19	3	12	34	0	2	3	5	115
05:00 PM	05:15 PM	8	73	0	81	5	26	11	42	34	4	13	51	0	3	7	10	184
05:15 PM	05:30 PM	5	46	2	53	3	22	8	33	14	2	9	25	0	1	1	2	113
05:30 PM	05:45 PM	12	43	3	58	4	20	8	32	21	1	13	35	2	2	4	8	133
05:45 PM	06:00 PM	11	31	3	45	2	33	12	47	11	3	8	22	3	2	6	11	125

DAVID PLUMMER & ASSOCIATES
HOURLY SUMMARY OF VEHICLE MOVEMENTS

LOCATION: BASS RD @ NORTH HEALTH PARK CIR
COUNTY : LEE
OBSERVER: GL,BL
WEATHER : GOOD
ROAD CONDITION GOOD

CITY: FT MYERS
DATE: 12/10/02
REMARKS :

[illegible]DAVID PLUMMER & ASSOCIATES
PEAK HOUR CALCULATIONS

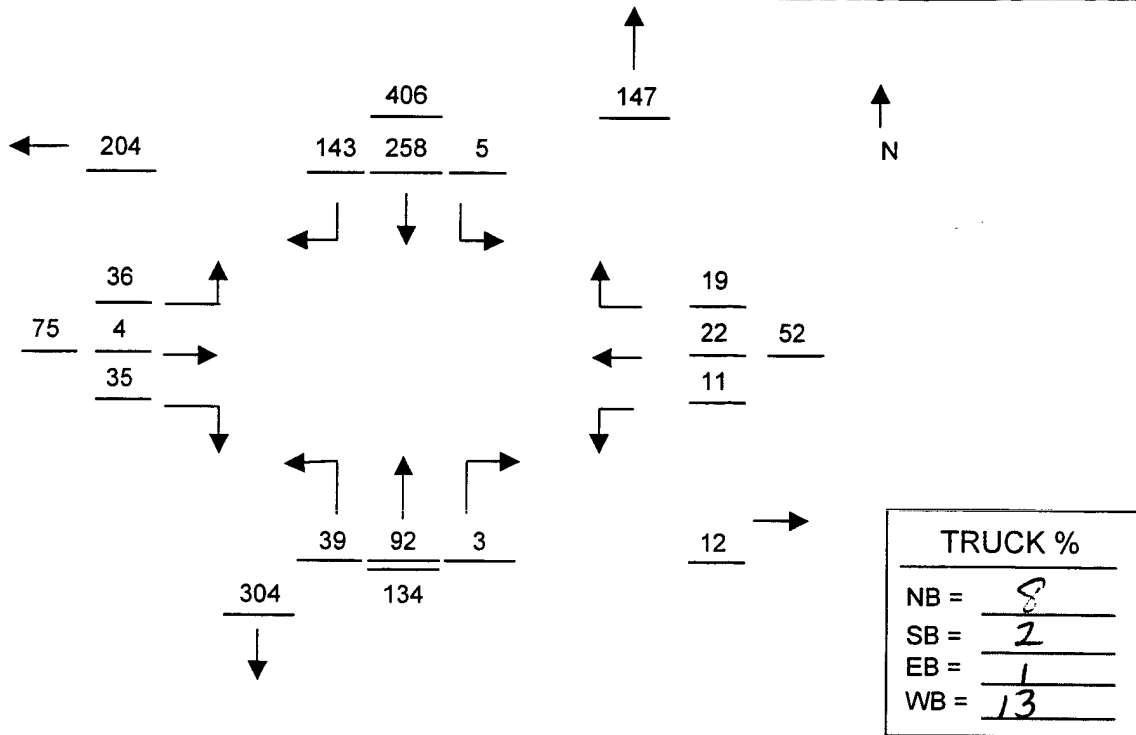
PEAK HOUR		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				GRAND
BEGIN	END	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	TOTAL
AM PEAK																		
07:30 AM	08:30 AM	39	92	3	134	5	258	143	406	36	4	35	75	11	22	19	52	667
PEAK HOUR FACTOR		0.88				0.76				0.65				0.65				0.82
MIDDAY PEAK																		
12:00 PM	01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HOUR FACTOR		#N/A				#N/A				#N/A				#N/A				#N/A
PM PEAK																		
05:00 PM	06:00 PM	36	193	8	237	14	101	39	154	80	10	43	133	5	8	18	31	555
PEAK HOUR FACTOR		0.73				0.82				0.65				0.70				0.75

FDOT/DPA ROADWAY TURNING MOVEMENT DIAGRAM

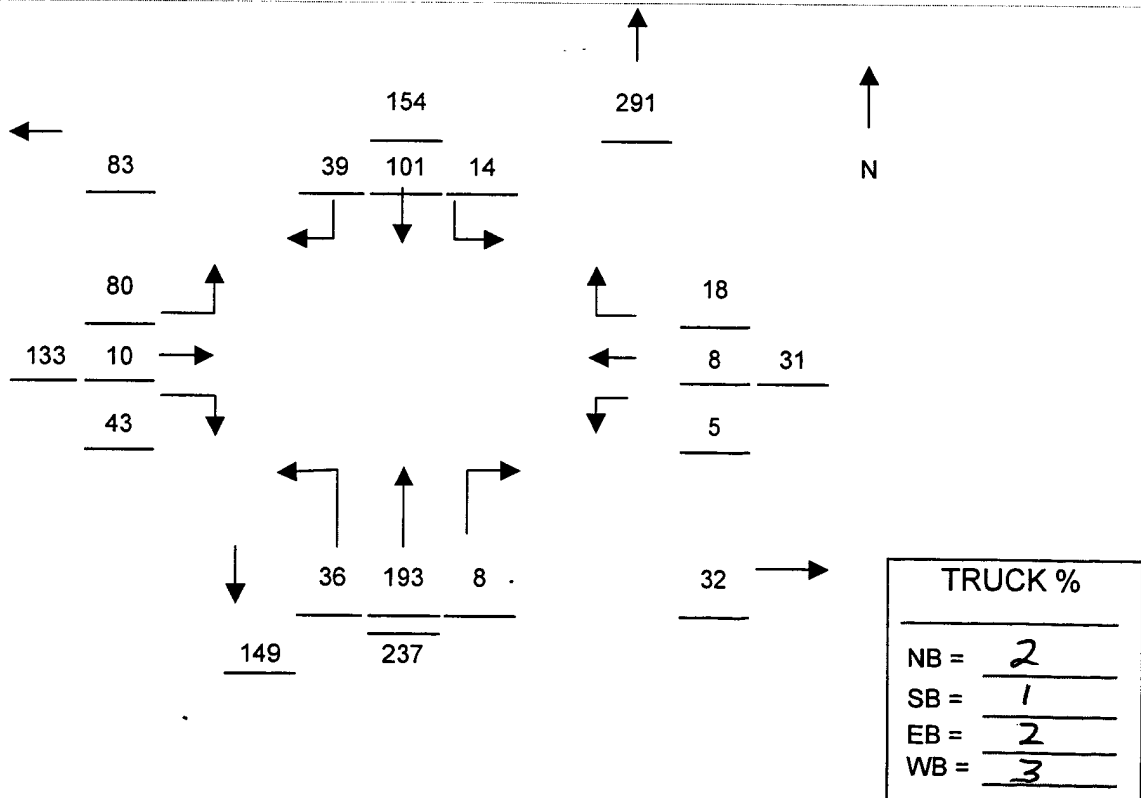
LOCATION: BASS RD @ NORTH HEALTH PARK CIR
 COUNTY : LEE
 OBSERVER: GL,BL

CITY: FT MYERS
 DATE: 12/10/02

AM Peak Hour



PM Peak Hour



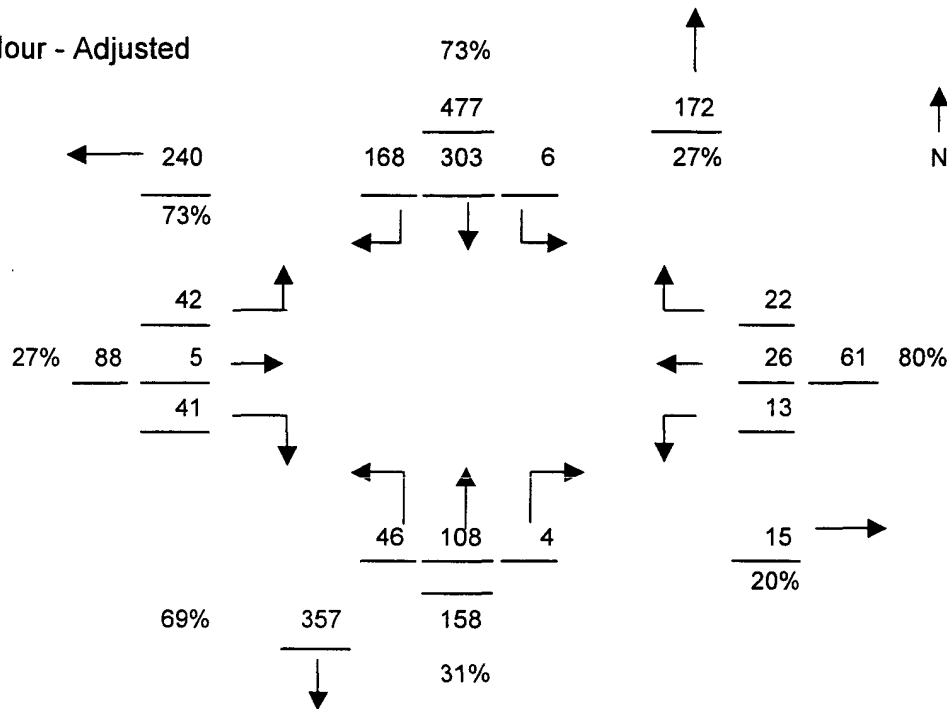
FDOT/DPA
ADJUSTED TURNING MOVEMENT DIAGRAM

LOCATION: BASS RD @ NORTH HEALTH PARK CIR
COUNTY : LEE
OBSERVER: GL,BL

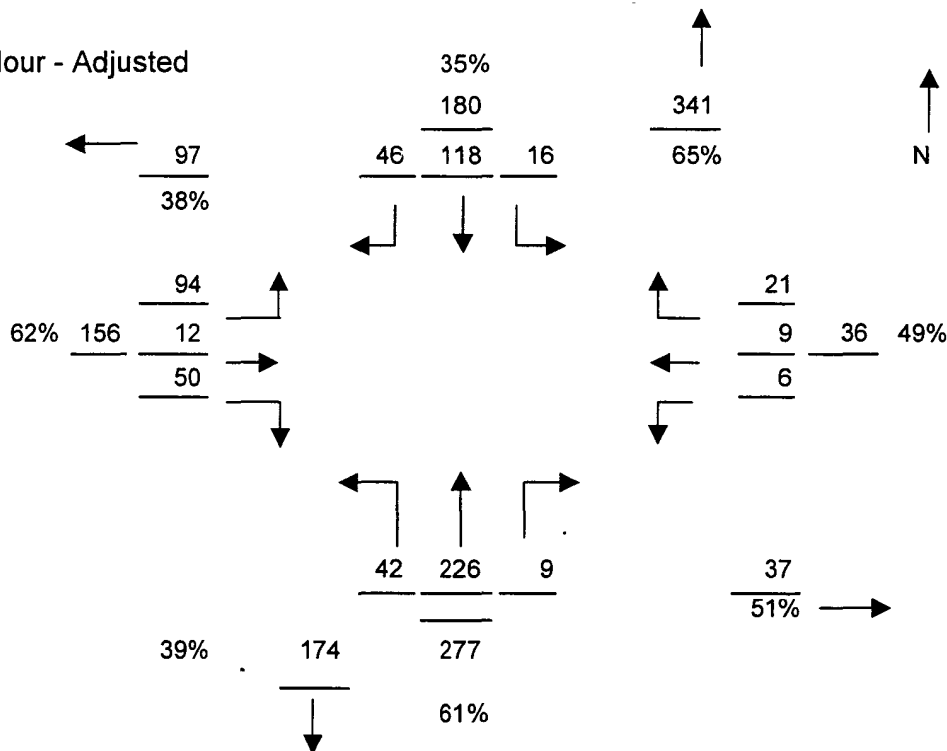
ADJUSTMENT FACTOR: 1.17

REPORT: 2002
STATION: 19
MONTHLY: 1
ANNUAL: 1.17

AM Peak Hour - Adjusted



PM Peak Hour - Adjusted



HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: AM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2003
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

		Vehicle Volumes and Adjustments					
Major Street:	Approach Movement	Northbound			Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R
Volume		48	112	5	5	315	175
Peak-Hour Factor, PHF		0.82	0.82	0.82	0.82	0.82	0.82
Hourly Flow Rate, HFR		58	136	6	6	384	213
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type	Raised curb						
RT Channelized?				No			No
Lanes		1	2	1	1	2	1
Configuration		L	T	R	L	T	R
Upstream Signal?			No			No	
Minor Street:	Approach Movement	Westbound			Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R
Volume		14	27	23	44	6	43
Peak Hour Factor, PHF		0.82	0.82	0.82	0.82	0.82	0.82
Hourly Flow Rate, HFR		17	32	28	53	7	52
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)			0			0	
Median Storage	2						
Flared Approach:	Exists?						
	Storage						
RT Channelized?				No			No
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R

	Delay, Queue Length, and Level of Service							
Approach	NB	SB	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Config	L	L	L	T	R	L	T	R
v (vph)	58	6	17	32	28	53	7	52
C(m) (vph)	936	1438	534	364	947	505	508	820
v/c	0.06	0.00	0.03	0.09	0.03	0.10	0.01	0.06
95% queue length	0.20	0.01	0.10	0.29	0.09	0.35	0.04	0.20
Control Delay	9.1	7.5	12.0	15.8	8.9	13.0	12.2	9.7
LOS	A	A	B	C	A	B	B	A
Approach Delay				12.5			11.4	
Approach LOS				B			B	

HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: PM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2003
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments							
Major Street:	Approach Movement	Northbound			Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R
Volume		44	235	10	17	123	48
Peak-Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		58	313	13	22	164	64
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type	Raised curb						
RT Channelized?				No			No
Lanes		1	2	1	1	2	1
Configuration		L	T	R	L	T	R
Upstream Signal?			No			No	
Minor Street:	Approach Movement	Westbound			Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R
Volume		7	10	22	98	13	52
Peak Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		9	13	29	130	17	69
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)			0			0	
Median Storage	2						
Flared Approach:	Exists?						
	Storage						
RT Channelized?				No			No
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R

Delay, Queue Length, and Level of Service								
Approach Movement	NB	SB	Westbound			Eastbound		
Lane Config	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
v (vph)	58	22	9	13	29	130	17	69
C(m) (vph)	1295	1230	466	452	828	552	482	964
v/c	0.04	0.02	0.02	0.03	0.04	0.24	0.04	0.07
95% queue length	0.14	0.05	0.06	0.09	0.11	0.91	0.11	0.23
Control Delay	7.9	8.0	12.9	13.2	9.5	13.5	12.7	9.0
LOS	A	A	B	B	A	B	B	A
Approach Delay				11.0			12.0	
Approach LOS				B			B	

HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: AM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2007
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle volumes and Adjustments							
Major Street:	Approach Movement	Northbound			Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R
Volume		72	131	6	6	369	224
Peak-Hour Factor, PHF		0.82	0.82	0.82	0.82	0.82	0.82
Hourly Flow Rate, HFR		87	159	7	7	450	273
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type	Raised curb						
RT Channelized?				No			No
Lanes		1	2	1	1	2	1
Configuration		L	T	R	L	T	R
Upstream Signal?			No			No	

Minor Street:	Approach Movement	Westbound			Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R
Volume		16	34	27	145	15	105
Peak Hour Factor, PHF		0.82	0.82	0.82	0.82	0.82	0.82
Hourly Flow Rate, HFR		19	41	32	176	18	128
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)			0			0	
Median Storage	2						
Flared Approach:	Exists?						
	Storage						
RT Channelized?				No			No
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R

Delay, Queue Length, and Level of Service								
Approach Movement	NB	SB	Westbound			Eastbound		
	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
Lane Config	L	L	L	T	R	L	T	R
v (vph)	87	7	19	41	32	176	18	128
C(m) (vph)	836	1410	412	283	930	428	446	781
v/c	0.10	0.00	0.05	0.14	0.03	0.41	0.04	0.16
95% queue length	0.35	0.01	0.14	0.50	0.11	1.97	0.13	0.58
Control Delay	9.8	7.6	14.2	19.9	9.0	19.2	13.4	10.5
LOS	A	A	B	C	A	C	B	B
Approach Delay				14.9			15.4	
Approach LOS				B			C	

HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: PM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2007
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

		Vehicle Volumes and			Adjustments		
Major Street:	Approach Movement	Northbound			Southbound		
		1	2	3	4	5	6
		L	T	R	L	T	R
Volume		124	275	12	20	144	137
Peak-Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		165	366	16	26	192	182
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type	Raised curb						
RT Channelized?		No			No		
Lanes		1	2	1	1	2	1
Configuration		L	T	R	L	T	R
Upstream Signal?		No			No		

Minor Street:	Approach Movement	Westbound			Eastbound		
		7	8	9	10	11	12
		L	T	R	L	T	R
Volume		8	20	26	164	19	90
Peak Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		10	26	34	218	25	120
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)		0			0		
Median Storage	2						
Flared Approach:	Exists?						
	Storage						
RT Channelized?		No			No		
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R

Delay, Queue Length, and Level of Service								
Approach Movement	NB 1 L	SB 4 L	Westbound			Eastbound		
Lane Config	L	L	7 L	8 T	9 R	10 L	11 T	12 R
v (vph)	165	26	10	26	34	218	25	120
C(m) (vph)	1139	1173	285	282	795	333	322	945
v/c	0.14	0.02	0.04	0.09	0.04	0.65	0.08	0.13
95% queue length	0.51	0.07	0.11	0.30	0.13	4.36	0.25	0.43
Control Delay	8.7	8.1	18.1	19.1	9.7	34.1	17.1	9.4
LOS	A	A	C	C	A	D	C	A
Approach Delay				14.4				24.8
Approach LOS				B				C

APPENDIX D
TURN LANE STORAGE CALCULATION
UNSIGNALIZED INTERSECTION

Input Parameters

(1)
Storage Length

Intersection:
 Scenario:

Bass Road/North HealthPark Circle
2007 Peak Hour, Peak Season

NB Left-Turn vph:	V2	124	103	Feet
NB Right-Turn vph:	V9	N/A	N/A	Feet
SB Left-Turn vph:	V4	N/A	N/A	Feet
SB Right-Turn vph:	V10	224	187	Feet
EB Left-Turn vph:	V6	164	137	Feet
EB Right-Turn vph:	V11	N/A	N/A	Feet
WB Left-Turn vph:	V8	N/A	N/A	Feet
WB Right-Turn vph:	V12	N/A	N/A	Feet

Footnotes:

(1) $Storage\ Length = 2 * (25/60) * V$

Source: *Manual of Uniform Standards For Design, Construction and Maintenance For Streets and Highways, State of Florida.*

EXHIBIT PH-3.L.2

Deed Restrictions Narrative

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

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HEALTHPARK FLORIDA WEST

PREAMBLE

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

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

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

ARTICLE I - DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

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

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

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

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

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

ARTICLE III - ASSESSMENTS

Section 3.1: Lien and Personal Obligation of Assessments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV - PROPERTY RIGHTS

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

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

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

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

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

Section 4.4: Other Easements.

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

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

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

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

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

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

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

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

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

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

ARTICLE V - USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.12: Additional Rules and Regulations:

Declarant, or his successors and assigns, reserves the right to promulgate additional rules, regulations, covenants and use restrictions with respect to any property which may be contained within the boundaries of HealthPark Florida to assure the continuity of use of said property, as such use may finally be determined by Declarant.

Declarant, or its successors or assigns, may further elect to create a Sub-Association to assess and collect maintenance fees for any lots or parcels which may lie within said property in substantially the same manner as set forth herein, so long as such assessments are not duplicative.

ARTICLE VI
OWNERS' OBLIGATION TO REPAIR AND REBUILD

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

ARTICLE VII
DECLARANT'S RESERVED RIGHTS TO PROPERTY

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

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

Section 7.3: Platting and Subdivision Restrictions.

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

Section 7.4: Public Roads - Easements. The Declarant

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1: Enforcement; No Waiver. Declarant, the

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

Section 8.2: Subordination. No breach of any of the

conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the property or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, sheriff's sale or otherwise.

Section 8.3: Duration. The covenants and restrictions

of this Declaration shall inure to the benefit of and be enforceable by

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

Section 8.6: Mutuality, Reciprocity, Runs with Land.

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

Section 8.7: Benefits and Burdens. The terms and

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

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

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

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

ARTICLE IX - DESIGN REVIEW

Section 9.1: Creation of Design Review Committee:

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

Section 9.2: Necessity of Design Review and Approvals.

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

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

Section 9.3: Design Guidelines and Design Standards.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X
SOUTH FLORIDA WATER MANAGEMENT DISTRICT PROVISIONS

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

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

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

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

ARTICLE XI - MAINTENANCE

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

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

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

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

C. Pruning of trees and shrubbery.

D. Watering and fertilizing.

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED the _____ day of _____, 19__.

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

As to the Declarant

By: _____ (SEAL)

Chairman
Declarant

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

As to Hospital Board

By: _____
Chairman

(SEAL)

STATE OF FLORIDA

COUNTY OF LEE

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

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

(NOTARY'S SEAL)

Notary Public
My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF LEE

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

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

Notary Public

(NOTARY'S SEAL)

My Commission Expires: _____

N39929

FILED

1990 SEP -4 PM 4:15

ARTICLES OF INCORPORATION
OF

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

I. Sue and be sued.

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

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

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

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

ARTICLE III

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

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

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

ARTICLE VI

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

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

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

ARTICLE VII

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

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

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

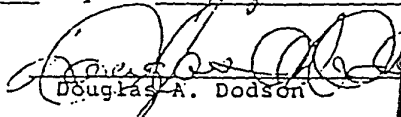
ARTICLE XI

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

ARTICLE XII

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

EXECUTED this 3rd day of August, 1990.

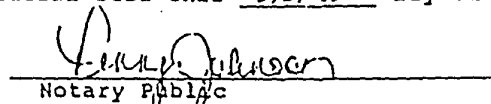

Douglas A. Dodson

STATE OF FLORIDA
COUNTY OF LEE

RECEIVED
SEP 30 2003

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

WITNESS my hand and official seal this 3rd day of August, 1990.


Notary Public

(NOTARY'S SEAL)

Notary Public, State of Florida
My Commission Expires Dec. 13, 1991
Bonded Three Thousand Dollars - Insurance Co.

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

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

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

HEALTHPARK FLORIDA PROPERTY OWNER'S
ASSOCIATION, INC.

Signature: Douglas A. Dodson
(Corporate Officer)

Title: Douglas A. Dodson
Secretary/Treasurer

Date: August 22, 1990

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

Signature: Douglas A. Dodson
(Resident Agent)

Date: August 22, 1990

RECEIVED
SEP 30 2003

-6-

PERMIT COUNTER

DCI 2003-00068

EXHIBIT "A"

DESCRIPTION

LYING IN SECTION 33, T. 45 S., R. 24 E.
AND
SECTION 4, T. 45 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 45 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 NORTH-
WEST 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
45 SOUTH, RANGE 24 EAST; THENCE RUN S 01 16'30"E ALONG
EAST LINE OF SAID NORTHWEST QUARTER (NW-1/4) OF
SECTION 4 FOR 2183.78 FEET TO AN INTERSECTION WITH THE
NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (C.R.
NO. 869) (225 FEET WIDE); THENCE RUN S 44 17'25"W ALONG
SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR 513.78 FEET TO
A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG
THE CURVED RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD TO
THE RIGHT OF RADIUS 2754.79 FEET (DELTA 20 22'29")
(CHORD BEARING S 54 28'38"W) (CHORD 974.47) FOR 979.62
FEET TO A POINT OF TANGENCY; THENCE RUN S 64 39'53"W
CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE
OF SUMMERLIN ROAD FOR 1592.48 FEET TO A JOG IN THE
RIGHT-OF-WAY LINE OF SAID SUMMERLIN ROAD; THENCE RUN
N 25 20'07"W ALONG SAID JOG FOR 10.00 FEET; THENCE RUN
S 64 39'53"W ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE
OF SAID SUMMERLIN ROAD FOR 10.78 FEET TO AND INTER-
SECTION WITH THE WEST LINE OF SECTION 4, TOWNSHIP 45
SOUTH, RANGE 24 EAST; THENCE RUN N 01 21'46"W ALONG
SAID WEST LINE OF SECTION 4 FOR 1096.33 FEET TO THE
SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW-1/4) OF
SAID SECTION 4; THENCE RUN N 01 21'19"W ALONG THE WEST
LINE OF SAID NORTHWEST QUARTER (NW-1/4) OF SECTION 4
FOR 2647.03 FEET TO THE POINT OF BEGINNING.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF
RECORD.

CONTAINING 268.79 ACRES MORE OR LESS.

DCI 2003-00068

RECEIVED
SEP 30 2003

PERMIT COUNTER

BY-LAWS OF

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

ARTICLE I - NAME AND LOCATION

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

ARTICLE II - DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
BOARD OF DIRECTORS - NOMINATION AND ELECTION

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

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

ARTICLE VI
BOARD OF DIRECTORS - MEETINGS

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

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

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

ARTICLE VII
BOARD OF DIRECTORS - POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

I. Sue and be sued.

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

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

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX - COMMITTEES

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

ARTICLE X - ASSESSMENTS

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

ARTICLE XI - BOOKS AND RECORDS; INSPECTION

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

ARTICLE XII - CORPORATE SEAL

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

ARTICLE XIII - FISCAL YEAR

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

ARTICLE XIV - AMENDMENTS

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

ARTICLE X - CONFLICTS

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

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

ARTICLE I - NAME AND LOCATION

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

ARTICLE II - DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
BOARD OF DIRECTORS - NOMINATION AND ELECTION

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

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

ARTICLE VI
BOARD OF DIRECTORS - MEETINGS

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

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

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

ARTICLE VII
BOARD OF DIRECTORS - POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

I. Sue and be sued.

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

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

ARTICLE VIII OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX - COMMITTEES

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

ARTICLE X - ASSESSMENTS

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

ARTICLE XI - BOOKS AND RECORDS; INSPECTION

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

ARTICLE XII - CORPORATE SEAL

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

ARTICLE XIII - FISCAL YEAR

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

ARTICLE XIV - AMENDMENTS

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

ARTICLE X - CONFLICTS

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HEALTHPARK FLORIDA EAST****PREAMBLE DCI 2003-00068**

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

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

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

ARTICLE I - DEFINITIONS

Section 1.1: "Association" shall mean and refer to "HealthPark Florida East Property Owners Association, Inc., a Florida non-profit corporation", its successors and assigns, in accordance with the Charter and By-Laws attached hereto as Exhibits "C" and "D", respectively.

Section 1.2: "Common Area" shall mean and refer to all real and personal property owned by the Association or the Declarant for the common use and enjoyment of the owners, exclusive of any Lot. The Common Area to be owned by the

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

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

Section 1.4: "Design Review Committee", (hereinafter referred to as "DRC"), shall be composed of not less than three (3) individuals so designated from time to time by the Declarant, who shall have the powers and duties as set forth herein. After the certificate of occupancy is received from Lee County on the last developable Lot in the HealthPark Florida East property, as described in the Development Order, the members of the DRC shall be designated from time to time by the Association.

Section 1.5: "Design Guidelines" and "Design Standards" shall mean and refer to the quality and character specifications prepared by the Declarant. Such Design Guidelines and Design Standards may be modified or amended from time to time in the future by Declarant in its sole discretion (subject to any necessary approval and/or changes by any regulatory authorities of the County of Lee, or other governing body) and shall be binding upon all Owners and Occupants of HealthPark Florida East. All purchasers and owners of Lots within HealthPark Florida East shall be bound and obligated unconditionally to develop their property within the limits imposed by and in conformance with the Design Guidelines 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 1.6: "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs, and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement. Improvements shall also be deemed to include that area of any Owner's Lot lying between the water level and the top of any adjoining land, which area the Association shall have the right to maintain for Owners and assess Owners accordingly in the event that any Owner does not properly maintain such area.

Section 1.7: "Lot" shall mean any lot, tract or portion of land, with the exception of the Common Area, which is or has been conveyed or leased by Declarant

or LHR, lying within the boundaries of the Plat for HealthPark Florida East as described on the first page hereof for the purpose of building or development.

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

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

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

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

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

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

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

ARTICLE II

MEMBERSHIP IN ASSOCIATION, VOTING RIGHTS

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

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

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

be members of the Association and the vote for such Lot shall be exercised by one (1) representative as they may determine among themselves.

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

ARTICLE III – ASSESSMENTS

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

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

- A. Operation, maintenance and repair of the Common Area (including, but not limited to, roads, streets, potable water facilities and potable sewer facilities), easements, and appurtenances, subject to all then current Lee County Ordinances.
- B. Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area (but not for any individual Lot).
- C. Acquisition of personnel and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for maintenance and use of the Common Area.
- D. Operation and maintenance of the surface water management system and all components thereof, including any Deep Lake Management Plan approved by Lee County pursuant to Sec. 10-329(3) of the Lee County Development Standards Code.
- E. Hazard and flood insurance (if applicable) covering the full insurable replacement value of the Common Area with extended coverage.
- F. Liability insurance insuring the Association against any and all liability to the Public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at

- least annually and increased or decreased in the discretion of the Association.
- G. Worker's Compensation Insurance to the extent necessary to comply with Florida law, and any other insurance deemed necessary to the Board of Directors of the Association.
 - H. A standard fidelity bond covering all members of the Board of Directors of the Association and the DRC and all other employees of the Association in an amount to be determined by the Board of Directors.
 - I. Providing of services for and to the common good of the Property, including but not limited to, fire protection, mosquito control, recreational services and security services.
 - J. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper, in the opinion of the Board of Directors of the Association, for the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions.
 - K. To fund replacement of capital improvements to the Common Area including fixtures and personal property related thereto as set forth in Section 3.4 herein.

Section 3.3: Maximum Annual Assessment.

- A. Until one (1) year immediately following the conveyance of the first Lot of Declarant to an Owner, the maximum annual assessment shall be the lesser of the Association's actual cost or \$.06 (plus applicable real estate taxes) per square foot of land as set forth in the Association's By-Laws.
- B. From and after January 1st of the year immediately following the conveyance of the first lot by Declarant or LHR to an Owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the members.
- C. From and after January 1st of the year immediately following the conveyance of the first Lot by the Declarant or LHR to an Owner, the maximum annual assessment may be increased above fifteen (15%) percent by the vote or written assent of a majority of members.
- D. The Board of Directors of the Association shall have the power to fix the annual assessment at an amount not in excess of the permitted maximum.

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

Section 3.5: Special Assessment for Landscape Maintenance. In addition to the annual assessments authorized above, the Association may levy in any assessment year a periodic assessment on all Lots which have frontage on Bass Road to reimburse the Association for direct costs incurred by the Association in the maintenance of

sidewalks, grass areas, landscaping, and sprinkler systems installed on such Lots within the area between Bass Road and the top of the landscaped berm on each Lot. Each Lot will be assessed on a linear front foot basis. The purpose of this special assessment is to maintain a similar quality and uniform appearance with the landscaped and sidewalked areas on the west side of Bass Road as maintained by HealthPark Florida West Property Owners Association, Inc.

Section 3.6: Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized by Sections 3.3 or 3.4 of this Article shall be sent to all Members not less than ten (10) or more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of Members who were not present in person or by proxy may give their assent in writing within fifteen (15) days after the date of such meeting, and if such assent, when combined with the votes cast at the meeting, constitutes a requisite majority, the action proposed shall be deemed to have been taken at such meeting. If no assent shall be given by the requisite majority within said time period, then no action shall be deemed to have been taken.

Section 3.7: 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 3.8: Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant or LHR of any Lot for any arm's length purchase. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly, or quarterly, at the discretion of the Board of Directors. Assessment invoices sent to each Owner shall contain, at the Association's election, either two separate invoices or one invoice divided into two sub-parts as follows: Common Area maintenance ("CAM") charges and prorata use of wastewater effluent. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge (not to exceed \$100.00), furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid. Notwithstanding the foregoing, Declarant and LHR shall be excused from paying monthly assessments on all Lots which Declarant or LHR retains for sale or otherwise in its name, provided Declarant is subsidizing the operation of the Association over and above those assessments collected from Lot Owners other than Declarant and LHR.

Section 3.9: Effect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of Association. The lien of the Association upon a Lot shall be effective from and after recording, in the Public Records of Lee County, Florida, a Claim of Lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and date when due. Such Claim of Lien shall include not only assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes, and prior encumbrances and interest thereon; but also such Claim of Lien shall include such additional assessments

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

Section 3.10: 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 3.11: Exempt Property. The Board of Directors of the Association shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

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

ARTICLE IV – PROPERTY RIGHTS

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

- A. The right to suspend the voting rights of any Owner for periods during which assessments against its Lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for any material uncured infraction of the published rules and regulations of the Association.
- B. The right to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been duly recorded.

- C. The right of Declarant, or its successor, to plat or replat the Property or any part thereof.
- D. The right of the Association to adopt, amend or enforce this Declaration, the Articles and By-Laws of the Association, the Design Guidelines, Design Standards and Rules and Regulations governing the use and enjoyment of the Common Area.

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

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

Section 4.4: Other Easements.

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

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

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

Section 4.5: Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein, including without limitation, the right to enter onto any Lot to perform the Association's maintenance responsibilities as set forth in Section 3.5 herein.

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

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

utilities, drainage, landscape, signage, right-of-way, or other purposes reasonably related to the orderly development of HealthPark Florida East.

ARTICLE V- USE RESTRICTIONS

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

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

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

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

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

Section 5.6: Animals. Commonly accepted household pets such as dogs, cats, rabbits and birds may be kept only within residential Lots, and then in accordance with the rules and regulations promulgated by the Association. A maximum of two (2) dogs (no size limit) or two (2) cats (or one (1) of each) may be kept in any residential unit. All such animals shall be licensed by the appropriate state or local authorities. Any animal violating such provisions may be removed by the Association and/or Declarant. No horses, cows, hogs, ferrets, swine, goats, pigeons, fowl or reptiles shall be kept on any Lot. No raising or breeding of any animal of any kind shall be permitted on any Lot.

Section 5.7: Outbuildings. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be kept on any Lot or used as a residence, either temporarily or permanently without prior written consent of the Association. Provided, however, that construction trailers shall exist only during the actual,

reasonable time in which construction activities shall be carried on. All construction trailers shall be removed within fifteen (15) days after completion of construction or abandonment thereof.

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

Section 5.9: Vehicle Storage. No Owner of a Lot shall park or store, or keep any vehicle except within the parking space designated therefor. No commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours, unless approved by the Declarant, unless such vehicle is: (i) necessary in the actual construction or repair of a structure; (ii) necessary for grounds and landscaping maintenance; or (iii) is used in connection with a commercial activity specifically approved by the Declarant. No trucks, commercial vehicles, recreation vehicles, mobile homes, boats, campers and trailers shall be kept on the Lot for any period of time except in areas specifically designated for the parking and/or storage of same. "Truck", as used herein, is defined as a commercial vehicle, and shall not include small or standard pick-ups, vans customized for personal or business use (up to 3/4 tons); provided, however, the term "Truck" shall not include passenger cars, passenger vans, or pick-up trucks that display a company name or logo on its exterior. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily. Lot Owners may provide parking for business related vehicles on site, provided appropriate screening is erected and approved by the Design Review Committee. No Owner of a Lot shall repair or restore any motor vehicle, whether or not a prohibited vehicle, on any portion of any Lot, or on the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle in any driveway in such a manner that the vehicle extends into the street. Provided, however, that Lot Owners may permit delivery trucks to park in service areas for reasonable periods of time, so long as such delivery trucks are conducting legitimate business and so long as service areas are reasonably concealed from public view.

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

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

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

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

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

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

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

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

Section 5.15: Porches. All personal property stored on any residential porch, patio or veranda constructed on any Lot shall be kept in a neat and orderly fashion and such storage shall in no event exceed fifty (50%) of the total porch/patio/veranda area for each unit.

Section 5.16: Nuisances. Nothing shall be done on any Lot which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be

reasonably construed to constitute a nuisance public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the Declarant, and thereafter the Association.

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

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

ARTICLE VI

OWNERS' OBLIGATION TO REPAIR AND REBUILD

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

ARTICLE VII

DECLARANT'S RESERVED RIGHTS TO PROPERTY

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

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

Section 7.3: Platting and Subdivision Restrictions. Declarant shall be entitled, at any time and from time to time, to plat and re-plat all or any part of the Property, and

to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

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

ARTICLE VIII – MISCELLANEOUS PROVISIONS

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

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

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

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

amendment shall affect any plans, specifications or use therefore approved by Declarant or the DRC or any improvements theretofore or thereafter made pursuant to such approval.

Section 8.5: Assignment of Declarant's Rights and Duties. Any and all of the right, powers and reservations of the Declarant herein contained may be assigned to any person, corporation, or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent, in writing, to accept such assignment and assume such duties, he, she or it shall, to the extent of such assignment, have the same rights and govern and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time the Declarant ceases to exist or is dissolved and has not made such assignment, a successor Declarant may be appointed in the same manner as these Covenants and Restrictions may be terminated, extended, modified or amended hereunder. The Declarant may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements, and estates reserved to it by this Declaration to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing and recorded in the Public Records of Lee County, Florida, and the assignee shall join therein for the purpose of evidencing its acceptance of the same. Such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Declarant and the Declarant shall automatically be released from such responsibility.

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

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

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

Section 8.9: Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be formed and construed to include any other

number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

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

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

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

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

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

ARTICLE IX – DESIGN REVIEW

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

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

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

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

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

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

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

- A. To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Design Guidelines and Design Standards. Any modifications or amendments to the Design Guidelines and Design Standards shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Associations, and are approved, in writing, by the Declarant. Notice of any modification or amendment to the Design Guidelines or Design Standards, including a verbatim copy of such change or modification, shall be delivered to each Member of the Association; provided that, the delivery to each Member of the Association of notice and a copy of any modification or amendment to

the Design Guidelines or Design Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

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

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

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

ARTICLE X
WATER MANAGEMENT PROVISIONS

Section 10.1: HealthPark Florida East Property Owners Association, Inc., a Florida non-profit corporation, has been formed by Declarant in compliance with Chapter 617, Florida Statutes. The primary purpose of the Association is to operate and maintain common property, specifically the surface water management system as per permits granted by the South Florida Water Management District within the HealthPark Florida East project, including all lakes, retention areas, culverts, and related appurtenances. In connection with the requirements of said Agency, the Association is specifically granted the following additional powers by Declarant:

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

Section 10.2: In addition to the primary responsibilities of the Association relating to the surface water management system set forth in Section 10.1 above, the Association shall have the further responsibility and obligation to operate and maintain any Deep Water Management Plan approved by Lee County pursuant to the provisions of Section 10-329(3) of the Lee County Development Code (the "Code"), or its successor provision. Such responsibility shall include, but not be limited to, (i) maintenance of all littoral plantings installed by the owner of Lot 1; and (ii) installation and operation of all lake management techniques including the destratification system as approved by Lee County. Such responsibility shall continue for the life of any lake(s) included in said Deep Water Management Plan.

Section 10.3: In addition to the maintenance responsibilities set forth in Section 11.1 herein, the owner of Lot 1 and its successors in title shall bear the perpetual responsibility of installation, operation and maintenance of an aeration fountain (and/or bubbler) located on Lot 1, sized to meet all requirements of Lee County, in order to implement the destratification system referred to in Section 10.2 above, including, but not limited to, installation of all littoral plantings required under the Code. The term "maintenance" shall include, but not be limited to, keeping said fountain and/or bubbler in good working order and aesthetic repair, providing at its expense all electrical power used relating to said fountain, and replacing all pumps relating to said fountain and/or bubbler when necessary in order to keep the destratification system in good operational condition. This obligation shall run with the land and shall continue for the life of any lake(s) included in said Deep Water Management Plan.

ARTICLE XI – MAINTENANCE

Section 11.1: Maintenance Responsibilities. Except for the Association's maintenance responsibilities set forth in Section 3.5 herein, Owners and occupants of any Lot in HealthPark Florida East shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep their respective Lot, including buildings, improvements, and grounds notwithstanding a dedication by easement for utility, drainage canals and water retention systems, ponds and lakes, or other purposes in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- A. Removing promptly all litter, trash, refuse and waste;
- B. Moving lawn as often as the grass is more than two (2") to four (4") inches high; if the property is unimproved, weeds must be kept cut below twelve (12) inches;
- C. Pruning of trees and shrubbery;
- D. Watering sod trees, plantings and annuals and fertilizing at regular intervals;
- E. Keeping in good repair and working order exterior parking lot and walkway lighting, all exterior signs;
- F. Keeping lawn and landscaped areas alive, free of weeds, disease and pests, and in attractive appearance;
- G. Keeping parking areas, driveways and roads in good repair. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewer and any surface drainage facilities shall be maintained in good repair and shall remain clean of debris so as to enable the proper flow of water. A regularly scheduled vacuum sweeping program shall be initiated and continued by each Lot Owner as a routine maintenance practice;
- H. Complying with all governmental, health, police and fire requirements, statutes and regulations;
- I. White striping and sealing of parking and driveway areas;

- J. During construction, it shall be the responsibility of each Lot Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner, and that the Common Areas are kept free of unsightly accumulations and sedimentation;
- K. Keeping all site irrigation and drainage systems in good repair and working order;
- L. Repairing buildings and improvements so that no building or other improvement falls into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with the plans and specifications; and,
- M. Painting of all exterior painted surfaces shall be done at least every five (5) years, unless a waiver is obtained from the DRC; provided, however, that the Association may require the repainting of any exterior painted surface if, in the sole discretion of the Association, such surface has become unsightly and is in need of repainting more often than every five (5) years.

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

Section 11.3: Access of Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after

reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours.

EXECUTED this 29 day of December, 2000.

J. Bell
Witness
S. Bell
Printed Name of Witness
TERENCE M. HIDEK
Witness
TERENCE M. HIDEK
Printed Name of Witness

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

By: Douglas A. Dodson
Douglas A. Dodson, President

Declarant

DAMIN DOMENECH
Witness
DAMIN DOMENECH
Printed Name of Witness
MAUREEN PHILLIPS
Witness
MAUREEN PHILLIPS
Printed Name of Witness

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

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

Declarant

STATE OF FLORIDA

COUNTY OF LEE

RECEIVED
SEP 30 2003
OCI 2003-00068
PERMIT COUNTER

Execution of the foregoing instrument was acknowledged before me this 29 day of December, 2000, by DOUGLAS A. DODSON, the President of LEE HEALTH VENTURES, INC., d/b/a HEALTHPARK FLORIDA, who is (☒) personally known to me or who has () produced _____ as identification.

Jay A. Brett
Signature of Notary Public
Jay A. Brett
Printed Name of Notary Public

Commission Number:

Commission Exp. Date: Jay A. Brett
MY COMMISSION # CC632128 EXPIRES
July 8, 2001



BONDED THRU TROY FAIN INSURANCE, INC.

Lot Owners Manual

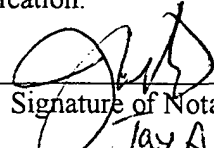
Declaration of Covenants, Conditions and Restrictions for HealthPark Florida East
3/99

page 22

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this
29th day of December, 2000, by JOHN T. BECKETT, Chief
Executive Officer and Chairman of LEE MEMORIAL HOSPITAL, INC., d/b/a LEE
HEALTHCARE RESOURCES, who is (✓) personally known to me or who has ()
produced _____ as identification.



Signature of Notary Public

Jay A. Brett
Printed Name of Notary Public

Commission Number: Jay A. Brett
Commission Expires: COMMISSION # CC632128 EXPIRES
July 8, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

EXHIBIT "A"

HEALTHPARK FLORIDA EAST

DESCRIPTION

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

FROM THE SOUTHEAST CORNER OF SAID SECTION 33 RUN N 01° 05' 59" W ALONG THE EAST LINE OF SAID SECTION 33 FOR 433.12 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (COUNTY ROAD 869) (225 FEET WIDE) AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 44° 17' 24" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD FOR 3,613.16 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF BASS ROAD (150 FEET WIDE) AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2209 AT PAGE 2942 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 01° 16' 30" W ALONG SAID EAST RIGHT-OF-WAY LINE FOR 2,109.86 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4, THENCE RUN N 01° 02' 25" W CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF BASS ROAD AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2413 AT PAGE 2522 OF SAID PUBLIC RECORDS FOR 1,323.90 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF (S-1/2) OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 33; THENCE RUN N 88° 58' 18" E ALONG SAID NORTH LINE FOR 2,577.29 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 33; THENCE RUN S 01° 05' 59" E ALONG SAID SECTION LINE FOR 893.09 FEET TO THE POINT OF BEGINNING.

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OCI 2003-00068

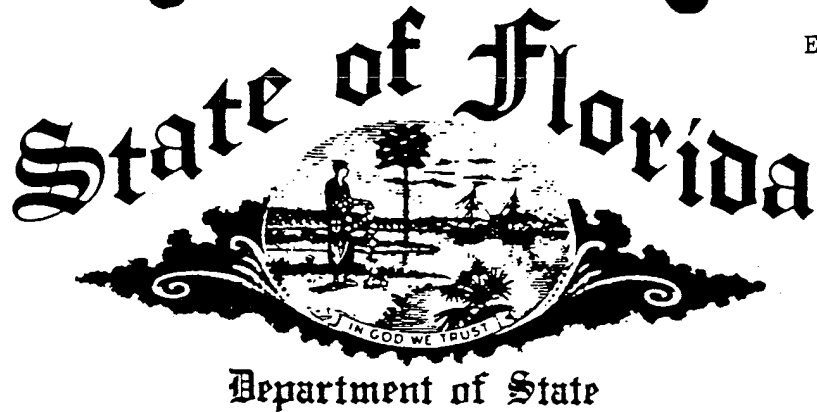
EXHIBIT "B"

ASSESSMENTS

As per the By-Laws of HealthPark Florida East Property Owners Association, Inc. A Florida Non-Profit Corporation, Article X – Assessments. "All assessments for each Lot shall be determined based upon a fraction, the numerator of which shall be the total square footage of the Lot and the denominator of which shall be total square footage of HealthPark Florida East (as described on Exhibit "A" attached hereto and made a part hereof by reference and as may be amended from time to time) less HealthPark Florida East's proportional share of open space and roads as defined in the 1987 HealthPark Florida, Development of Regional Impact Certificate." The denominator for purposes of assessments is 4,518,622 square feet. The Exhibit "B" assessments for known lots, tracts, or parcels are as follows:

HEALTHPARK FLORIDA EAST			
Lot/Tract/Parcel	Acres	Square Footage	Proportional Assessment
1A	14.69	639,896	0.141613186
1B	1.32	57,499	0.012724942
1C	1.47	64,033	0.014170959
1D	1.51	65,776	0.014556563
2	39.77	1,732,524	0.383418696
3	3.84	167,270	0.037018015
4A	0.92	40,075	0.008868899
4B	0.88	38,333	0.008483295
4C	1.16	50,530	0.011182525
4D	1.52	66,211	0.014652964
4E	1.47	64,033	0.014170959
5A	11.5	500,940	0.110861241
5B	4.4	191,664	0.042416475
5C	1.81	78,844	0.017448595
5D	1.26	54,886	0.012146536
5E	1.33	57,935	0.012821344
5F	1.29	56,192	0.012435739
5G	1.28	55,757	0.012339338
5H	1.32	57,499	0.012724942
6A	1.43	62,291	0.013785354
6B	1.51	65,776	0.014556563
6C	2.84	123,710	0.027377907
6D	2.02	87,991	0.019473018
6E	1.03	44,867	0.009929311
6F	1.24	54,014	0.011953734
6G	0.92	40,075	0.008868899
Total	103.73	4,518,622	100.00%

EXHIBIT "C"



I certify the attached is a true and correct copy of the Articles of Incorporation of HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on June 19, 2000, as shown by the records of this office.

The document number of this corporation is N00000004194.

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SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of June, 2000



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION

OF

HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC.

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

ARTICLE I

The name of the Corporation (hereafter called the "Association") is HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC. The principal place of business is 9800 S. Healthpark Dr., Suite 405, Ft. Myers, FL 33908.

ARTICLE II

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

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

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

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

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

ARTICLE III

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

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

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

ARTICLE VI

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

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

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

ARTICLE VII

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

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

The initial directors shall be elected as stated in the by-laws.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

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

ARTICLE XI

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

ARTICLE XII

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

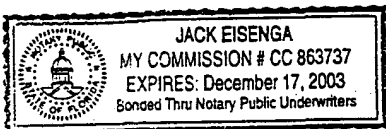
Executed this 15 day of June, 2000.

Douglas A. Dodson
Douglas A. Dodson

STATE OF FLORIDA

COUNTY OF LEE

Execution of the foregoing instrument was acknowledged before me this 15th day of June, 2000, by DOUGLAS A. DODSON, who is (X) personally known to me or who has () produced _____ as identification.



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

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

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

OR BK 03348 PG 0135

**SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

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

FIRST - THAT HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE ON BUSINESS IN THE CITY OF FORT MYERS, COUNTY OF LEE, STATE OF FLORIDA, HAS NAMED DOUGLAS A. DODSON, LOCATED AT 9800 SOUTH HEALTHPARK DRIVE, SUITE 405, CITY OF FORTMYERS, COUNTY OF LEE, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

RECEIVED
SEP 30 2003

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DCI 2003-00068

HEALTHPARK FLORIDA EAST PROPERTY OWNERS ASSOCIATION, INC.

Signature: *Douglas A. Dodson*
(Corporate Officer)
Douglas A. Dodson

Title: Secretary/ Treasurer

Date: June 15, 2000

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

Signature: *Douglas A. Dodson*
Douglas A. Dodson

Date: June 15, 2000

EXHIBIT "A"

DESCRIPTION

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

FROM THE SOUTHEAST CORNER OF SAID SECTION 33 RUN N 01° 05' 59" W ALONG THE EAST LINE OF SAID SECTION 33 FOR 433.12 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (COUNTY ROAD 869) (225 FEET WIDE) AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 44° 17' 24" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SUMMERLIN ROAD FOR 3,613.16 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF BASS ROAD (150 FEET WIDE) AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2209 AT PAGE 2942 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 01° 16' 30" W ALONG SAID EAST RIGHT-OF-WAY LINE FOR 2,109.86 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4, THENCE RUN N 01° 02' 25" W CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF BASS ROAD AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2413 AT PAGE 2522 OF SAID PUBLIC RECORDS FOR 1,323.90 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF (S-1/2) OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 33; THENCE RUN N 88° 58' 18" E ALONG SAID NORTH LINE FOR 2,577.29 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 33; THENCE RUN S 01° 05' 59" E ALONG SAID SECTION LINE FOR 893.09 FEET TO THE POINT OF BEGINNING.

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

A Florida Non-Profit Corporation

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ARTICLE I - NAME AND LOCATION

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

ARTICLE II - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

HEALTHPARK FLORIDA EAST

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

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

ARTICLE III - MEETINGS OF MEMBERS

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

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

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

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

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

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

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

ARTICLE IV
BOARD OF DIRECTORS -

**TERM OF OFFICE; FIRST ELECTION;
REMOVAL**

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

SECTION 4.2: Staggered Term of Office. At the first annual meeting, the members shall elect one Director for a term of four (4) years, one Director for a term of five (5) years, and one Director for a term of six (6) years. At the fourth annual meeting and each annual meeting thereafter, the members shall elect one Director for a term of three (3) years.

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

**ARTICLE V
BOARD OF DIRECTORS -
NOMINATION AND ELECTION**

SECTION 5.1: Nomination. Nomination for election to the Board of Directors shall be may be made from the floor at any annual meeting of members. In no event, however, shall the membership nominate less than the number of vacancies to be filled.

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

**ARTICLE VI
BOARD OF DIRECTORS - MEETINGS**

SECTION 6.1: Regular Meetings. Regular meetings of the Board of Directors shall be held monthly or as necessary without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

ARTICLE VII

BOARD OF DIRECTORS - POWERS AND DUTIES

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

1. Perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the Property and as may be amended from time to time.
2. Affix, levy, assess and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.
3. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.
4. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3rds) of each class of members, mortgage, pledge, or

hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

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

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

SECTION 8.5: Resignation and Removal. Any officer may be removed from office by the Board at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 8.6: Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he or she replaces.

SECTION 8.7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of the Article.

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

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

2. Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and the members; keep appropriate current records showing the members of the Association, together with their addresses; and perform such other duties as may be required by the Board or By-Laws.
4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX - COMMITTEES

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

ARTICLE X - ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments. All assessments for each Lot shall be determined based upon a fraction, the numerator of which shall be the total square footage of the Lot and the denominator of which shall be the total number of square feet contained in the aggregate of all the Lots lying within the Property, less HealthPark Florida East's proportional share of open space and roads as defined in the most current HealthPark Florida, Development of Regional Impact certificate. The total numerical percentages assigned to each Lot are identified on Exhibit "B" attached to the Declaration of Covenants, Conditions and Restrictions for HealthPark Florida East as the same may be amended from time to time. All assessments, whether special or annual, are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within fifteen (15) days after the due date, the assessment bears interest from the due date thereof at the highest rate permitted under Florida Law, and the

Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property in the same manner as foreclosing a mortgage. Interest, costs, and reasonable attorney's fees (including appellate fees, if any) of any such action shall be included in the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common areas or abandonment of his lot.

ARTICLE XI BOOKS AND RECORDS; INSPECTION

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

ARTICLE XII - CORPORATE SEAL

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

ARTICLE XIII - FISCAL YEAR

The fiscal year of the Association shall begin on October 1 and end on September 30 of each year thereafter.

ARTICLE XIV - AMENDMENTS

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

ARTICLE XV - CONFLICTS

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

CONSENT

The undersigned, as an owner of a portion of the lands described in Exhibit "A", hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions for HEALTHPARK FLORIDA EAST this 18 day of May, 2000.

AMERICAN PROPERTIES AT MONTERREY, LLC,
A Florida Limited Liability Company

BY: _____

Its: Chief operating officer

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

CONSENT

The undersigned, as an owner of a portion of the lands described in Exhibit A, hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions for HEALTHPARK FLORIDA EAST this 23rd day of August, 2000.

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

BY: [Signature]
Its: PRESIDENT

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DCI 2003-00068

**LENDER'S CONSENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HEALTHPARK FLORIDA EAST**

The undersigned, **NORTHERN TRUST BANK OF FLORIDA N.A.**, which has a record interest as Mortgagee in a portion of the property described in the foregoing Declaration of Covenants, Conditions, and Restrictions, which mortgage interest is reflected in those certain instruments recorded in O.R. Book 3245, Page 307 and O.R. Book 3245, Page 314, respectively, Public Records of Lee County, Florida, hereby consents to the foregoing Declaration of Covenants, Conditions, and Restrictions for HealthPark Florida East.

Dated this 26 day of September, 2000.

NORTHERN TRUST BANK OF FLORIDA N.A.

BY: _____

Its: Vice President

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PERMIT COUNTER

OCI 2003-00068

This instrument prepared by:
 JAY A. BRETT
 SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.
 P.O. DRAWER 400
 FORT MYERS, FLORIDA 33902

**CONSENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, **BANKATLANTIC, F.S.B.**, being the owner and holder of the following security instruments from American Properties at Monterrey, LLC, a Florida Limited Liability Company:

- A. That certain Construction Mortgage dated June 27, 2000 and recorded in O.R. Book 3272, Page 4266, Public Records of Lee County, Florida;
- B. UCC Financing Statement recorded in June 27, 2000, recorded in O.R. Book 3272, Page 4307, Public Records of Lee County, Florida;
- C. Assignment of Rents, Leases, and Deposits dated June 27, 2000, recorded in O.R. Book 3272, Page 4297, Public Records of Lee County, Florida;

which security instruments encumber the portion of the real property described in Exhibit "A" attached hereto, does hereby consent to the Declaration of Covenants, Conditions and Restrictions for HealthPark Florida East.

Dated this 26th day of October, 2000.

BANKATLANTIC, F.S.B.

By: [Signature]

Its: [Signature]

[Signature]

Witness Signature

Carole A. Barager

Printed Name of Witness

Nancy M. Herr

Witness Signature

Nancy M. Herr

Printed Name of Witness

STATE OF Florida
 COUNTY OF Hillsborough

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DCI 2003-00068
 PERMIT COUNTER

Execution of the foregoing instrument was acknowledged before me this 26 day of October, by T. Glynn Gilbert as Vice President of BANKATLANTIC, F.S.B., who is (☒) personally known to me or who has () produced _____ as identification.



Carole A. Barager
 MY COMMISSION # CC902517 EXPIRES
 April 1, 2004
 BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]

Signature of Notary Public

Carole A. Barager
 Printed Name of Notary Public

Commission Number:
 Commission Exp. Date:

EXHIBIT "A"

Description of a Parcel of Land
Lying in
Section 33, Township 45 South, Range 24 East
Lee County, Florida
(Monterrey at Healthpark)

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

Commencing at the southeast corner of Section 33, Township 45 South, Range 24 East; thence N01°05'59"W along the east line of said Section 33 for 433.12 feet to an intersection with the northwesterly right-of-way line of Summerlin Road (County Road No. 869) (225 feet wide) and the Point of Beginning; thence S44°17'24"W along said northwesterly right-of-way line for 560.01 feet; thence N45°42'36"W departing said right-of-way line for 250.00 feet; thence S44°17'24"W and parallel with said northwesterly right-of-way line of Summerlin Road for 269.12 feet to an intersection with a non-tangent curve; thence northwesterly along the arc of said curve to the left of radius 711.00 feet (chord bearing N67°59'51"W) (chord 377.72 feet) (delta 30°48'30") for 382.31 feet to a point of tangency; thence N83°24'06"W for 171.89 feet to a point of curvature; thence northwesterly along the arc of said curve to the right of radius 639.00 feet (chord bearing N71°06'50"W) (chord 271.99 feet) (delta 24°34'33") for 274.09 feet to a point of tangency; thence N58°49'33"W for 73.63 feet; thence N31°10'27"E for 202.33 feet; thence N01°06'26"W for 824.68 feet to an intersection with the north line of the South One Half (S 1/2) of the Southeast One Quarter (SE 1/4) of said Section 33; thence N88°58'18"E along said fractional line for 1,493.54 feet to an intersection with the east line of said Section 33; thence S01°05'59"E along the east line of said Section 33 for 893.09 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the plat of Health Park Florida West as recorded in Plat Book 47 at Pages 1 through 9, Lee County Public Records with the west line of the Southeast One Quarter (SE 1/4) of Section 33, Township 45 South, Range 24 East, bearing N01°02'25"W.

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

This instrument prepared by:
 JAY A. BRETT
 SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.
 P.O. DRAWER 400
 FORT MYERS, FLORIDA 33902

**CONSENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, **OLD FLORIDA BANK**, being the owner and holder of the following security instruments from American Properties at Monterrey, LLC, a Florida Limited Liability Company:

- A. That certain Construction Mortgage dated June 27, 2000 and recorded in O.R. Book 3272, Page 4266, Public Records of Lee County, Florida;
- B. UCC Financing Statement recorded in June 27, 2000, recorded in O.R. Book 3272, Page 4307, Public Records of Lee County, Florida;
- C. Assignment of Rents, Leases, and Deposits dated June 27, 2000, recorded in O.R. Book 3272, Page 4297, Public Records of Lee County, Florida;

which security instruments encumber the portion of the real property described in Exhibit "A" attached hereto, does hereby consent to the Declaration of Covenants, Conditions and Restrictions for HealthPark Florida East.

Dated this 3rd day of January, 2001.

[Signature]
 Witness Signature
Tanya Barnicoat
 Printed Name of Witness
Patricia A Ruse
 Witness Signature
Patricia A Ruse
 Printed Name of Witness

OLD FLORIDA BANK

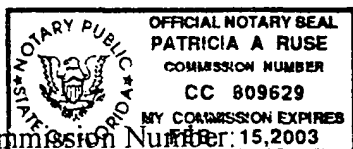
By: [Signature]
 Its: President & CEO

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 SEP 30 2003

STATE OF Florida
 COUNTY OF Lee

PERMIT COUNTER
DCI 2003-00068

Execution of the foregoing instrument was acknowledged before me this 3rd day of January, 2001, by Larry Johnson as President & CEO of OLD FLORIDA BANK, who is (☒) personally known to me or who has () produced _____ as identification.



Commission Number: 15,2003
 Commission Exp. Date:

Patricia A Ruse
 Signature of Notary Public
Patricia A Ruse
 Printed Name of Notary Public

EXHIBIT "A"

DESCRIPTION

PARCEL A
HEALTHPARK FLORIDA EAST
NORTHEAST QUARTER OF
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A tract or parcel of land lying in the Northeast Quarter (NE-1/4) of Section 4, Township 46 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the northeast corner of the Northeast Quarter (NE-1/4) of said Section 4 run S 89° 01' 22" W along the north line of said Northeast Quarter (NE-1/4) for 2578.67 feet to an intersection with the easterly right-of-way line of Bass Road (150 feet wide) as described in Official Record Book 2209 at Page 2942 of the Public Records of Lee County, Florida; thence run S 01° 16' 30" E along said easterly right-of-way line for 402.96 feet to the Point of Beginning.

From said Point of Beginning run N 88° 43' 30" E departing said right-of-way line for 337.08 feet to an intersection with a non-tangent curve; thence run southeasterly along the arc of said curve to the right of radius 130.00 feet (chord bearing S 00° 12' 15" E) (chord 17.41 feet) (delta 07° 40' 44") for 17.42 feet to a point of tangency; thence run S 03° 38' 07" W for 104.73 feet to a point of curvature; thence run southeasterly along the arc of a curve to the left of radius 80.00 feet (chord bearing S 25° 06' 52" E) (chord 76.96 feet) (delta 57° 29' 58") for 80.28 feet to an intersection with a non-tangent line; thence run S 34° 21' 36" W for 52.30 feet; thence run S 88° 43' 30" W for 303.43 feet to a point of curvature; thence run northwesterly along the arc of said curve to the right of radius 25.00 feet (chord bearing N 46° 16' 30" W) (chord 35.36 feet) (delta 90° 00' 00") for 39.27 feet to a point of tangency and a point on the easterly right-of-way line of said Bass Road; thence run N 01° 16' 30" W along said east right-of-way line for 209.65 feet to the Point of Beginning.

Parcel contains 78,668 square feet (1.81 acres, more or less).

SUBJECT TO easements, restrictions and reservations of record.

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

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DCI 2003-00068

LIST OF ZONING ACTIONS

1. Z-87-058	Hearing No. 87-3-10 DRI
2. D.O. #5-8586-63	
3. APA No. PD-90-018	Hearing No. 87-3-10-DRI (a)
4. APA No. PD-91-018	Hearing No. 87-3-10-DRI (b)
5. APA No. PD-93-013	Hearing No. 87-3-10-DRI (c)
6. First DRI Amendment	#87-03-10-DRI (d)
7. Z-93-081	Hearing No.87-03-10-DRI (d)
8. AA PD-96-010	Case #96-02-220.13A 01.01
9. AA PD-97-002	Case #96-02-220.13A 02.01
10. Second DRI Amendment	#96-02-220.04Z 01.01
11. Z-98-011	Case No. 96-02-220.04Z 01.01
	Case No. 96-02-220.04Z
12. Z-01-002	Case No. DCI 2000-00054
13. Z-01-021	Case No. DRI 2000-00023/DCI 2000-00093
14. Third DRI Amendment	#5-8586-63/87-03-10-DRI (d)
15. ADD2001-00158	ADD(PD) 2001-00158
16. Four DRI Amendment	Resolution #03-08-48
17. ADD 2003-00087	

Development Order Approvals

GDS_NAME	YEAR_	MONTH_	TYPE	PROJECT_CA
DEVORD:90:01:011:00D	1990	1	00D	11
DEVORD:94:02:011:00D	1994	2	00D	11
DEVORD:091193	1993	9	00D	11
DEVORD:032293	1993	3	00D	22
DEVORD:DOS2000:00005	2000	0	DOS	5
DEVORD:LDO2000:00124	2000	0	LDO	124
DEVORD:97:04:123:00D	1997	4	00D	123
DEVORD:90:10:001:00D	1990	10	00D	1
DEVORD:90:01:003:00D	1990	1	00D	3
DEVORD:88:03:011:00D	1988	3	00D	11
DEVORD:96:08:308:00D	1996	8	00D	308
DEVORD:96:11:031:00D	1996	11	00D	31
DEVORD:91:12:005:00D	1991	12	00D	5
DEVORD:97:08:071:00D	1997	8	00D	71
DEVORD:LDO2001:00134	2001	0	LDO	134
DEVORD:DOS1999:00026	1999	0	DOS	26
DEVORD:DOS2002:00142	2002	0	DOS	142
DEVORD:92:01:014:00D	1992	1	00D	14
DEVORD:LDO2002:00023	2002	0	LDO	23
DEVORD:LDO2002:00207	2002	0	LDO	207
DEVORD:LDO2002:00300	2002	0	LDO	300
DEVORD:DOS2001:00063	2001	0	DOS	63
DEVORD:LDO2001:00134	2001	0	LDO	134
DEVORD:LDO2001:00223	2001	0	LDO	223
DEVORD:LDO2001:00134	2001	0	LDO	134
DEVORD:95:01:158:01L	1995	1	01L	158
DEVORD:95:01:082:05L	1995	1	05L	82
DEVORD:DOS2000:00232	2000	0	DOS	232
DEVORD:DOS2000:00097	2000	0	DOS	97
DEVORD:093493	1993	9	00D	34

RESOLUTION NUMBER Z-01-021

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Russell P. Schropp, Esquire, filed an application on behalf of the property owner, Lee Health Ventures, Inc., d/b/a HealthPark Florida, to amend the Commercial Planned Development (CPD) and the Development of Regional Impact (DRI).

WHEREAS, a public hearing was advertised and held on May 23, 2001, before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #DRI2000-00023 and DCI2000-00093; and

WHEREAS, a second public hearing was advertised and held on August 20, 2001, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

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

SECTION A. REQUEST

The applicant filed a request to:

1. Amend the HealthPark Florida DRI and CPD to provide for adjustments in land uses, amend the legal description to remove Bass Road from the project, amend the build-out date for Phase I to December 31, 2004 and the build-out date for the project to December 31, 2008, modify traffic mitigation conditions, incorporate updated information, and modify the Master Concept Plan (MCP) and Map H; and
2. Determine whether the proposed changes constitute a deviation from the original development approvals under the provisions of §380.06(19), Florida Statutes, requiring further DRI review.

The property is located in the Urban Community & Resource Protection Future Land Use Category and is legally described in attached Exhibit A. The request is APPROVED SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. Development must be consistent with the two-page Amended Master Concept Plan entitled "HealthPark Florida," dated August 1997, last revised December 26, 2000 and stamped "Received Dec 27 2000," except as modified by the conditions below.

2. Development must be in compliance with the HealthPark Florida DRI Development Order #5-8586-63, as amended, attached hereto as Exhibit D.
3. The terms and conditions of Resolution Z-87-058, as amended by Resolutions Z-98-011 and Z-01-002, remain in full force and effect except as modified herein. No changes to the Schedule of Uses, the Property Development Regulations nor to the previously approved deviations are made by this resolution.
4. Revised Development Parameters:

Land Use	Total Phase I - 2004	Total Buildout - 2008
Institutional/Office	467,200 square feet	1,383,803 square feet
Commercial	100,000 square feet	175,000 square feet
Residential		
Independent Living	363 dwelling units	363 dwelling units
Assisted Living	407 beds	407 beds
Multifamily	468 dwelling units	968 dwelling units
Lodging/Hotel (Includes Ronald McDonald House)	252 rooms	252 rooms

5. Full median openings depicted on the Master Concept Plan are not approved by this resolution. Access Points #1 and #3, as identified on the MCP, must be consistent with the conditions adopted under Resolution Z-01-002. This resolution limits Access Point #3 to a right-in/right-out only and stipulates that Access Point #1 will be evaluated with regard to a median opening at the time that future improvements are realized along Bass Road.
6. As outlined under the amended DRI Development Order (D.9 Traffic Assessment), prior to initiating Phase II level of development, the Developer must submit a traffic reassessment for review of Phase II development.
7. Buildings exceeding 35 feet in height must maintain additional building separation consistent with LDC §34-2174(a).
8. Transportation mitigation must be provided consistent with in the DRI development order. However, site related improvements and additional conditions may be required at the time of local development order approval in accordance with the provisions of the Land Development Code.
9. Approval of this application does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee Plan Planning Communities Map and Acreage Allocation Table, Map 16 and Table 1(b).
10. The project must comply with all requirements of the Lee County LDC at time of local Development Order Approval, except as may be granted by deviations approved as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

SECTION C. DEVIATIONS:

The proposed request contains no modifications to the previously adopted Schedule of Deviations as enumerated on the Amended Master Concept Plan. Deviations 1, 4, 5, 6, and 7 were withdrawn by the Applicant. No changes are proposed for Deviations 2, 3, 8, 9, 10, 11 and 12. No action is necessary for any deviation as part of this amendment.

SECTION D. EXHIBITS:

The following exhibits are attached to this resolution and incorporated by reference:

- Exhibit A: The legal description and STRAP number of the property.
- Exhibit B: Zoning Map (subject parcel identified with shading)
- Exhibit C: The Master Concept Plan (Map H)
- Exhibit D: Health Park Florida DRI Development Order (Third Development Order Amendment)

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the request by demonstrating compliance with the Lee Plan, the LDC, and other applicable code and regulations.
2. The request, as conditioned:
 - a. meets or exceeds the performance and locational standards set forth for the potential uses allowed by the request; and,
 - b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,
 - c. is compatible with existing or planned uses in the surrounding area; and,
 - d. will not place an undue burden upon existing transportation or planned infrastructure facilities and the site will be served by streets with the capacity to carry traffic generated by the development; and,
 - e. will not adversely affect environmentally critical areas or natural resources.
3. The approval of this request satisfies the following criteria:
 - a. the proposed use or mix of uses continues to be appropriate at the subject location; and
 - b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and
 - c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.

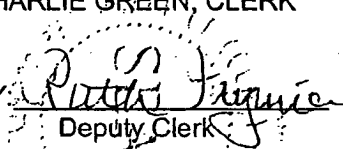
4. Urban services, as defined in the Lee Plan, will be available and adequate to serve the proposed land use.

The foregoing resolution was adopted by the Lee County Board of Commissioners upon the motion of Commissioner Judah, seconded by Commissioner Janes, and, upon being put to a vote, the result was as follows:

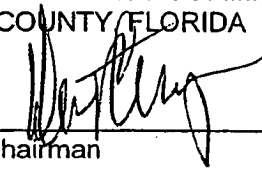
Robert P. Janes	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Andrew W. Coy	Absent
John E. Albion	Aye

DULY PASSED AND ADOPTED this 20th day of August 2001.

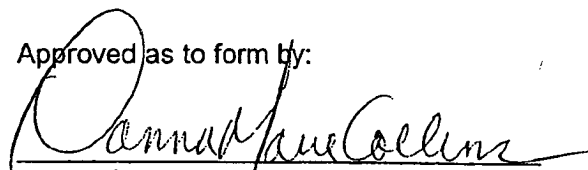
ATTEST:
CHARLIE GREEN, CLERK

BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

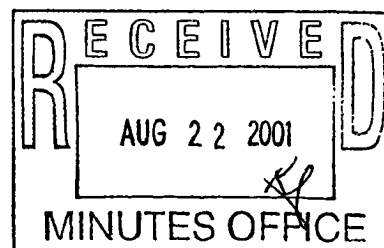
BY: 
Chairman

Approved as to form by:


County Attorney's Office

RECEIVED
SEP 30 2003

PERMIT COUNTER



DCI 2003-00068

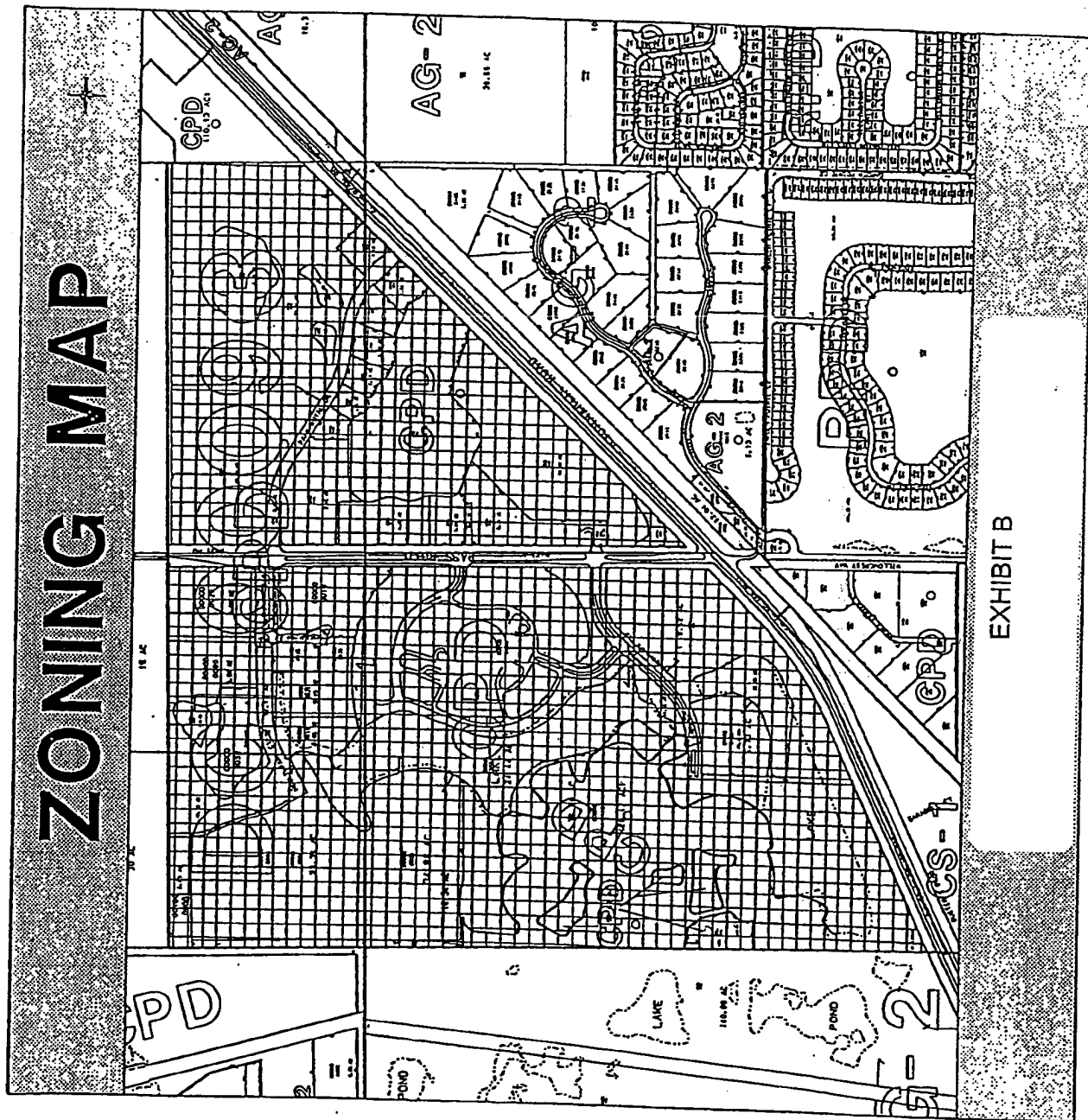
EXHIBIT "A"
LEGAL DESCRIPTION
Property located in Lee County, Florida

In Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East, Lee County Florida: Healthpark Florida West subdivision, Plat Book 47, Pages 1 through 9; less and except Tract "A" of said subdivision for Bass Road; and Phase I-E Healthpark Florida West subdivision, Plat Book 49, Pages 31 through 34, and Phase I-F Healthpark Florida West subdivision, Plat Book 53, Pages 81 through 90, and Healthpark Florida East subdivision, Plat Book 68 Pages 17 through 22, Public Records of Lee County, Florida.

Parcel contains 390.7 acres, more or less.

The applicant has indicated that the STRAP numbers for the subject property are:

04-46-24-02-0000D.0000	04-46-24-02-0000G.0000
04-46-24-02-000M0.0000	33-45-24-00-00003.0020
33-45-24-03-0000C.0000	33-45-24-03-0000G.0000
33-45-24-04-00000.0070	33-45-24-04-00000.0080
33-45-24-04-00T00.0000	33-45-24-04-00W00.0000
33-45-24-04-00Y00.0000	04-46-24-02-0000B.0000
33-45-24-03-00000.0010	04-46-24-00-00002.0000
04-46-24-04-00000.0110	33-45-24-03-00000.0020
33-45-24-03-00000.0030	04-46-24-00-00010.0000
04-46-24-03-00000.0180	33-45-24-00-00003.0010
33-45-24-03-0000G.0010	33-45-24-03-0000G.0020
33-45-24-04-00000.0090	33-45-24-04-0000V.0000



RECEIVED

SEP 30 2003

PERMIT COUNTER

2000-00023

DCI

2003-00068

EXHIBIT D

THIRD DEVELOPMENT ORDER AMENDMENT¹ FOR
HEALTHPARK FLORIDA

A Development of Regional Impact

State DRI #5-8586-63
County Case #87-03-10-DRI(d)

DEVELOPMENT ORDER

FOR

HEALTHPARK FLORIDA

DCI 2003-00068

A DEVELOPMENT OF REGIONAL IMPACT

5-8586-63

LET It be known, that, pursuant to Section 380.06 of the Florida Statutes, the Board of County Commissioners of Lee County, Florida, has heard, at a public hearing convened on the eighth day of June, 1987, the application for development approval for HealthPark Florida, a hospital/commercial/residential/educational development which, after the amendment proposed herein, will consist of approximately Three Hundred Ninety Point Seven (390.7) acres to be developed in accordance with the application filed by Lee Health Care Resources, Inc.; Lee Memorial Hospital, Inc.; Lee County Hospital Board of Directors; and Lee County HealthPark Joint Venture (referred to herein collectively as "Applicant").

WHEREAS, the Board of County Commissioners of Lee County, Florida, (hereinafter, "the Board") considered the report and recommendations of the Southwest Florida Regional Planning Council, Lee County administrative staff, and the documents and comments made upon the record before the Board in a public hearing on the 8th day of June 1987, and after full consideration of those reports, recommendations, comments and documents the Board adopted the *original* development of regional impact development order for HealthPark Florida; and

¹This document represents a compilation of the original DRI Development Order approved on June 8, 1987; the First Development Order Amendment approved on October 13, 1993; and the Second Development Order Amendment approved on March 30, 1998. Proposed changes to this composite Development Order are also shown, with additions underlined and deletions struck through.

WHEREAS, the development order was subsequently amended for the first time on October 13, 1993 to extend the phasing and buildout schedule for the project; and

WHEREAS, in March 1998, Lee Health Ventures, Inc., the owner/developer of HealthPark Florida Development of Regional Impact, amended the development order a second time: 1) to modify the land use schedule; 2) provide for mitigation of hurricane shelter impacts associated with the revised land use schedule; 3) provide for a Land Use Conversion Table to allow minor modifications to the revised land use schedule in the future; 4) delete references to roadway segments that are no longer planned for construction by Lee County; 5) amend the Master Plan for the project; and 6) extend the date until which the project will not be subject to down zoning or intensity reduction so as to be consistent with the modified buildout date approved by the Board in the first development order amendment; and

WHEREAS, in January 2001, Lee Health Ventures, Inc., the owner/developer of HealthPark Florida Development of Regional Impact, requested a third amendment to the DRI Development Order to: 1) Modify the land use schedule; 2) amend Map H to reflect the addition of two access points on the east side of Bass Road; 3) revise the project legal description to delete the legal description for Bass Road; 4) extend the phasing and build-out dates for the project; and 5) modify the transportation mitigation conditions based on a traffic reassessment performed in connection with the Notice of Proposed Change; and

WHEREAS, pursuant to Florida Statutes Chapter 380.06(19)(f)5., Board of County Commissioners must determine whether the proposed changes require further Development of Regional Impact Review; and

WHEREAS, pursuant to Florida Statutes Chapter 380.06(19)(e)5.c., a proposed change consisting of simultaneous increases and decreases of at least two of the uses within a multi-use Development of Regional Impact that was originally approved with three or more uses is presumed to create a substantial deviation from the original development approvals, but that presumption may be rebutted by clear and convincing evidence; and

WHEREAS, the Board must consider the previous and current proposed changes in deciding whether those changes cumulatively constitute a substantial deviation requiring further Development of Regional Impact review.

WHEREAS, the Board has reviewed the proposed amendment and finds that, based on the transportation analysis as conditioned herein, the change is not a substantial deviation; and

WHEREAS, the proposed change to the HealthPark Florida DRI Development Order described herein is consistent with the adopted Comprehensive Plan of Lee County and applicable local land development regulations; and

WHEREAS, the proposed change is consistent with the State Comprehensive Plan.

I. FINDINGS OF FACT/CONCLUSIONS OF LAW

A. The project will include ~~968,603 square feet of acute care, specialty hospital space (560 beds), and future health care functions; 340,000 square feet of medical and general office space; medical education space for 500 students (200,000 square feet); 310,000 square feet of medical and general retail space (food and beverage, financial, business and retail services); 530 independent living units; 326 beds of assisted living; 240 beds of nursing care; 510 residential dwelling units; 132 units of lodging; 60,000 square feet of recreational space (Wellness Center); and 27,000 square feet of campus services (maintenance, electric generator, laundry, security and hospital incineration facilities);~~ 606,803 square feet (456 beds) of acute care, specialty hospital space, and future health care functions; 702,000 square feet of medical and general office space; 175,000 square feet of general retail space (food and beverage, financial, business and retail services); 363 independent living units; 407 beds of assisted living and skilled nursing care; 968 residential dwelling units; 252 units of lodging; and 75,000 square feet of recreational space (wellness center). Buildings in the proposed development will not exceed eight (8) habitable floors. The project will have other such uses as permitted by the CPD category as modified by the Master Concept Plan.

B. The legal description of the property is as follows:

~~All that part of the south half (S-½) of the south half (S-½) of Section 33, Township 45 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR-869) and~~

~~All that part of Section 4, Township 46 South, Range 24 East, Lee County, Florida lying northwesterly of Summerlin Road (CR-869):~~

~~Containing 402.83 acres more or less including 3.27 acres more or less in Bass Road (50 feet wide); 12.29 acres more or less in former Iona Drainage District Canals B-1; C-6 and C-8 and 2.2 acres more or less in Florida Power & Light Company right-of-way easement:~~

In Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East, Lee County, Florida: Healthpark Florida West subdivision, Plat Book 47, Pages 1 through 9, less and except Tract "A" of said subdivision for Bass Road; and Phase I-E Healthpark Florida West subdivision, Plat Book 49, Pages 31 through 34; and Phase I-F Healthpark Florida West subdivision, Plat Book 53, Pages 81 through 90; and Healthpark Florida East subdivision, Plat Book 68, Pages 17 through 22; Public Records of Lee County, Florida.

Parcel contains 390.7 acres, more or less.

C. The subject property is presently zoned AG-2 Commercial Planned Development (CPD), pursuant to the authority of Chapter 125, Florida Statutes, Chapter 61-2405, Laws of Florida (Special Acts), and the Lee County Zoning Regulations of 1962, 1978, and 1986 as amended Land Development Code; and

D. ~~This~~ The Application for Development Approval is consistent with the requirements of Section 380.06, Florida Statutes; and

E. The development is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes; and

F. The development does not unreasonably interfere with the achievement of the objectives of an adopted State Land Development Plan applicable to the area; and

G. The development has original plan of development and all subsequent amendments thereto have been reviewed by the Southwest Florida Regional Planning Council and is the subject of the various reports and recommendations adopted by the council ~~on December 18, 1986~~ and subsequently forwarded to Lee County pursuant to the provisions of Section 380.06, Florida Statutes; and the proposed development is consistent with the comments and observations of the staff report of the Southwest Florida Regional Planning Council.

H. The development is consistent with the Lee County Comprehensive Plan and Lee County's land development regulations if subject to the conditions contained in this Development Order.

I. Concurrently, with the adoption of this Development Order, the subject commercial planned development zoning of the property is being rezoned in accordance with Lee County Zoning Ordinance 86-17 as will be amended; and the The Zoning Resolution contains additional details and conditions pertaining to the HealthPark and also provides for certain deviations from Lee County property development regulations.

J. The proposed conditions below meet the criteria found in Section 380.06(15)(d), Florida Statutes.

II. ACTION ON REQUEST

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, in public meeting, duly constituted and assembled ~~this Eighth day of June, 1987~~ on August 20, 2001, that the Third Development Order Amendment for the HealthPark Florida Development of Regional Impact Application ~~for Development Approval submitted by James T. Humphrey, authorized representative for the applicant, for the development known as "HealthPark Florida"~~ is hereby APPROVED, subject to the following conditions, restrictions and limitations:

A. DRAINAGE/WATER QUALITY

1. All commitments provided in the A.D.A. and supplemental submittals, with respect to Question 22 (Drainage), are hereby incorporated as conditions to this approval.

2. The developer and/or his successor(s) ~~shall~~ must implement an on-going maintenance and monitoring program that regularly inspects, maintains and samples the stormwater discharge from the management system until the complete buildout of HealthPark Florida. The Developer shall establish the legal entity which will carry out this program after tracts and/or units are sold. This monitoring system will be designed in conjunction with the South Florida Water Management District and will meet that agency's technical requirements.

3. The monitoring program for the wetland area east of Bass Road will address, among other objectives as identified by the Director, whether or not the final water management design should direct any flow to the Hendry Creek watershed.

4. The discharge from the water management system will be via a spreader swale system at the western boundary of the property to Cow Slough. This spreader swale system may require authorization from Lee County for lands owned by Lee County in the East ½ of the NE 1/4 of Section 5, Township 46 S, Range 24 E. Approval of this development order does hereby authorize any necessary water management improvements on County-owned property. The vacation of public rights to former IDD canals within the site may also be necessary.

5. If reclaimed wastewater cannot be obtained for irrigation purposes, then the applicant ~~shall~~ developer must submit a feasibility study with any water use permit application which explores the utilization of the lowest acceptable quality of groundwater.

6. As a part of its surface water management program, the applicant ~~developer~~ will submit a comprehensive program for the handling and disposal of any hazardous wastes.

7. A regularly scheduled vacuum sweeping program shall be initiated and continued by the applicant, as a best management practice (b.m.p.).

B. ENERGY

The applicant ~~shall~~ developer will incorporate, where appropriate in saving energy, the following energy conservation features into all site plans and architectural programs, or ~~insure~~ ensure that the following features are implemented whenever possible through deed restrictions and/or covenants with successors in title. All applications for site plan approvals and development permits shall be accompanied by a document detailing compliance with these conditions. If deed restrictions or covenants are utilized, such documents shall be approved by the Lee County Attorney's Office prior to recording. If no deed restrictions are approved and recorded, the prior alternative shall be utilized and the following features must be included.

These features are:

1. Provision of a bicycle/pedestrian system connecting all land uses, consistent with Lee County requirements.

2. Provision of bicycle racks or storage facilities in recreational, commercial and residential areas.

3. Cooperation in the locating of bus stops, shelters and other passenger and system accommodations for a transit system to serve the project area.

4. Use of energy-efficient features in window design (e.g., tinting and exterior shading).

5. Installation of energy-efficient appliances and equipment.

6. Use of water closets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch) as specified in the Water Conservation Act, Section 553.14, Florida Statutes, except where medical considerations suggest otherwise.

7. Selection of native plants, trees, and other vegetation and landscape design features that reduce requirements for water, fertilizer, maintenance and other needs.

8. Planting of native shade trees to provide reasonable shade for all recreation areas, streets and parking areas.

9. Placement of trees to provide needed shade in the warmer months while not overly reducing the benefits of sunlight in the winter.

10. Orientation of structures, as possible, to reduce solar heat gain by walls and to utilize the natural cooling effects of the wind.

11. Provision for structural shading (e.g., trellises, awnings, and roof overhangs) wherever practical when natural shading cannot be used effectively.

12. Inclusion of porch/patio areas in residential units.

13. Consideration by the project architectural review committee(s) of energy conservation measures (both those noted here and others) to assist builders and residents in their efforts to achieve greater energy efficiency in the development.

C. FLOODPLAIN/HURRICANE EVACUATION

1. The ~~applicant shall~~ developer must appoint a disaster coordinator experienced in emergency planning and operations to coordinate plan preparation for the entire project. The ~~applicant shall~~ developer must also provide notice to prospective facility owners or renters that an emergency plan will be developed, consistent with applicable state and local requirements, and

annually maintained for their specific facility. Plan development and maintenance will be coordinated with the project's disaster coordinator.

2. The applicant ~~shall~~ developer must prepare to the satisfaction of the Director of the Lee County Division of Emergency Management, and prior to receiving a certificate of occupancy, an emergency preparedness plan covering the following aspects:

- (a.) Duties and responsibilities
- (b.) Plan coordination and activation
- (c.) Warning and notification
- (d.) Evacuation of population off-site
- (e.) In-place sheltering
- (f.) Off-site sheltering
- (g.) Transportation
- (h.) Support Services for in-place and off-site shelter
- (i.) Security for property and psychiatric patients sheltered off-site
- (j.) Training
- (k.) Communications
- (l.) Continuity of Patient Care on-site and off-site
- (m.) Damage Assessment
- (n.) Recovery

The plan shall be approved annually by the Lee County Department of Public Safety, and shall be coordinated with the existing plan for Lee Memorial Hospital.

3. In order to ~~insure~~ ensure that any structure on the HealthPark site ~~which that~~ is planned for storm shelter purposes will be able to withstand a hurricane event, the applicant ~~shall~~ developer must provide, prior to issuance of building permits, documentation to the Director of the Lee County Division of Emergency Management that such ~~those~~ structures ~~shall will~~ be constructed to withstand wind loads of not less than 140 miles per hour utilizing the methodology described in the Jenkins & Charland, Incorporated report dated April 30, 1987.

4. The applicant ~~shall have~~ developer must implement a current, on-going, annually-updated program to educate residents, patients and staff in the matters of hurricane threat, hurricane planning, evacuation and sheltering.

5. The portions of the project to be used as refuge ~~shall~~ must have a minimum elevation of 17 feet NGVD. The building(s) used for refuge ~~shall~~ must be designed and constructed to withstand winds of 140 miles per hour utilizing the methodology described in the Jenkins & Charland, Incorporated report dated April 30, 1987, and be so certified by a licensed engineer. The building(s) ~~shall~~ must also be constructed with as little exposed glass as possible and ~~shall~~ must contain emergency power, food, potable water, sanitation facilities, adequate ventilation, medical supplies and communications equipment in sufficient quantities to sustain the refuge for seven days.

The communications equipment needs and frequencies ~~shall~~ will be determined by the Lee County Division of Emergency Management. All emergency support facilities, water, power, sanitation, etc. ~~shall must~~ be located at a minimum of 17 feet above mean sea level.

6. ~~At The developer must construct at~~ least one road connecting the central core of the project with Summerlin Road ~~shall be constructed, as a minimum,~~ at the same elevation as Summerlin Road.

7. All first floor building heights must be elevated at least one foot in excess of the 100-year flood level (8 feet NGVD) as provided by the National Flood Insurance Program.

8. The developer must pay a fee-in-lieu of construction for hurricane shelter demand impacts in the amount of either: (1) \$51,554.64, if paid in one lump sum prior to or concurrent with the first building permit for a multi-family, independent living, or hotel/motel unit; or (2) \$46.30 per unit at the time each building permit is obtained for any multi-family, independent living, or hotel/motel unit. If additional county-wide administrative or other fees for hurricane sheltering are adopted in the future by the Board of County Commissioners of Lee County, those other fees will be applied prospectively to the remaining unbuilt units and paid at the time of building permit.

D. TRANSPORTATION

1. Development Phasing/Buildout

The traffic impact assessment upon which this Development Order for HealthPark Florida DRI is based assumes expected buildout in 2002 completion of Phase I on December 31, 2004, and buildout of the development on December 31, 2008. The traffic impact assessment included the expected impacts of the proposed land uses and phasing schedule shown in Exhibit "A." The Developer may, without further DRI review, convert land uses in accordance with the Land Use Conversion Table attached as Exhibit "C," provided: (a) the conversion does not require an alteration to the Master Concept Plan for the DRI and (b) the Developer gives 30 days notice of all proposed conversions to Lee County, the Southwest Florida Regional Planning Council, and the Florida Department of Community Affairs. All conversions must be identified in the subsequent monitoring report for the project. This condition is not intended to circumvent the thresholds established in Chapter 380 for further DRI review.

2. Annual Monitoring Program

~~A a.~~ An annual traffic monitoring program ~~to be performed by traffic engineers engaged by the developer shall must~~ be established to monitor the development's impact upon the areas's roadways. The monitoring program ~~shall will~~ be designed in cooperation with the Lee County Department of Transportation and Engineering. The annual monitoring report ~~shall must~~ contain traffic counts at the following locations: (Traffic counts may be obtained from original machine and manual peak hour counts, Lee County Traffic Volume Reports, Florida Department of

Transportation, other ADA developments with similar monitoring requirements and other generally acceptable sources.)

a. (1) Location	Development	
	Phase I	Phase II (Buildout)
(1) (a) All project access points onto Bass Road, Kelly Road and A&W Bulb Road	x	x
(2) (b) The intersections of:		
Summerlin Road/San Carlos Blvd.	x	x
Summerlin Road/Bass Road	x	x
Summerlin Road/Kelly Road	x	x
Summerlin Road/Winkler Road	x	x
Summerlin Road/Gladiolus Drive	x	x
Summerlin Road/Cypress Lake Drive	x	x
Gladiolus Drive/Winkler Road	x	x
Bass Road/Kelly Road	x	x

b. (2) The developer or his representative ~~shall~~ must submit the first monitoring report to the Lee County Engineer, the Southwest Florida Regional Planning Council and the Florida Department of Transportation one year after the issuance of the first certificate of occupancy for HealthPark Florida. Thereafter, R reports shall then will be submitted to the agencies listed above each year until buildout. The purpose of this program is to:

- (1)(a) determine whether or not the traffic levels projected in the ADA are exceeded by actual traffic;
- (2)(b) determine the Project's external trip generation; and
- (3)(c) assist Lee County in determining the proper timing of necessary roadway improvements.

c. (3) In lieu of the obligation to annually monitor the above intersections, the developer, with the approval of the Lee County Department of Transportation, may contribute to Lee County a one time sum of \$50,000. This contribution ~~shall go~~ will be applied towards expanding the Lee County inventory of permanent count stations by providing permanent count stations at the following intersections.

Summerlin Road/San Carlos Boulevard
 Summerlin Road/Gladiolus Drive
 Summerlin Road/Cypress Lake Drive

Summerlin Road/Winkler Road
Gladiolus Drive/Winkler Road

d.(4) ~~In the event that t~~The developer has contributed the funding for these permanent count locations identified above. Therefore, the developer ~~shall~~ will only be obligated to annually monitor the following:

(1)(a) the development's access points onto Bass Road, ~~Kelly Road and A & W Bulb Road~~ Park Royal Drive and Summerlin Road.

(2)(b) the intersections of:
Summerlin Road/Bass Road
Summerlin Road/~~Kelly Road~~ Park Royal Drive
Bass Road/~~Kelly Road~~ Park Royal Drive

(5) The traffic impact assessment required in II.D.9.b. may replace the annual traffic monitoring report if it includes the traffic counts and intersection analyses required in section II.D.2.

3. Site Related Intersection Improvements

The developer ~~shall~~ must, at no cost to Lee County, fund the full costs of the construction of all site related intersection improvements serving HealthPark Florida as deemed necessary by the Lee County Engineer at the Project's access points onto Bass Road, ~~Kelly Road and A & W Bulb Road~~ Park Royal Drive and Summerlin Road. As At a minimum, the developer ~~shall~~ must fund the following site related improvements:

- a. Bass Road /~~West Lee Memorial Parkway~~ South HealthPark Drive:
NB left and right turn lanes.
SB left and right turn lanes.
EB left turn lane and thru/right turn lanes.
WB left turn lane and thru/right turn lanes.
- b. Bass Road /~~East Lee Memorial Parkway~~ North HealthPark Circle:
NB left and right turn lanes.
SB left and right turn lanes.
EB left turn lane and thru/right turn lanes.
WB left turn lane and thru/right turn lanes.
- c. ~~A&W Bulb Road / South Loop Road (if applicable):~~
~~NB right turn lane.~~
~~SB left turn lane.~~
~~WB left and right turn lanes.~~
Bass Road /Park Royal Drive
WB left and thru lanes

- SB left turn lane
- d. A&W Bulb Road / North Loop Road (if applicable):
 - NB right turn lane:
 - SB left turn lane:
 - WB left and right turn lanes:
 - Summerlin Road/Park Royal Drive
 - EB left turn lane
 - WB right turn lane
 - SB left and thru lane
- c. ~~_____ Kelly Road / East Lee Memorial Parkway (if applicable):~~
 - ~~WB left turn lane:~~
 - ~~EB right turn lane:~~
 - ~~NB left and right turn lanes:~~

The developer ~~shall~~ is not be eligible for credits against road impact fees for construction or dedication of right-of-way associated with the improvements that are site related as defined by the ~~Roads Impact Fee Ordinance~~ Chapter Two of the Land Development Code.

4. Site Related Roadway Improvements

a. The developer ~~shall~~ must construct, at no cost to Lee County, all internal roadways within HealthPark Florida including:

- a.(1) ~~West Lee Memorial Parkway~~ South HealthPark Drive.
- b.(2) ~~East Lee Memorial Parkway~~ North HealthPark Circle.
- c.(3) ~~North and south loop road connection of West Lee Memorial parkway to A&W Bulb Road (if applicable).~~ Park Royal Drive.

Bb. These roads ~~shall~~ will remain private roads, maintained privately, unless subsequently dedicated to and accepted by Lee County.

Cc. The developer ~~shall not be~~ is not eligible for credits against road impact fees for construction or dedication of right-of-way associated with the improvements that are site related as defined by the ~~Roads Impact Fee Ordinance~~ Chapter Two of the Land Development Code..

5. Right-of-Way Dedication

- a. The developer must dedicate the following right of way within or contiguous to HealthPark Florida:

Sufficient right-of-way along the east and west property lines of Bass Road to provide a total of 150 feet of right of way.

- b. This right-of-way must be dedicated to Lee County as follows:

- (1) Bass Road, 150 feet of right-of-way from Summerlin Road to the northern intersection of West Lee Memorial Parkway with Bass Road at the time of the issuance of the first building permit for HealthPark.
- (2) Bass Road, 150 feet of right-of-way from the northern intersection of West Lee Memorial Parkway with Bass Road to the north property line, at the time of the issuance of the first building permits for future health care parcel A.

c. Credits against road impact fees for right-of-way dedication, if any, must be in accordance with the provisions of the Lee County Roads Impact Fee Ordinance Chapter Two of the Land Development Code.

6. Road Impact Fees / Proportionate Share

- a. The developer shall ~~must~~ pay to the Lee County the road impact fees in effect at the time building permits are issued for HealthPark Florida. These impact fee payments ~~shall~~ will represent proportionate share payments for the following roadway and associated intersection improvements:
- (1) The addition of two lanes on U.S. 41 from the existing six lane section south of Daniels Road to Sanibel Boulevard.
 - (2) The addition of four lanes on McGregor Boulevard from Cypress Lake Drive to A&W Bulb Road.
 - (3) The addition of four lanes on San Carlos Boulevard from Siesta Drive to Indian Parkway.
 - (4) The addition of two lanes on Gladiolus Drive from A&W Bulb Road to Summerlin Road.
 - (5) The addition of four lanes on Gladiolus Drive from Summerlin Road to the existing four lane section west of U.S. 41 and two lanes from the existing four lane section to U.S. 41.

- (6) The addition of two lanes on Summerlin Road from San Carlos Boulevard to College Parkway.
- (7) The addition of two lanes on Winkler Road from Gladiolus Drive to Cypress Lake Drive.
- (8) The reconstruction of Bass Road and addition of two lanes to Bass Road from Summerlin Road to Gladiolus Drive.
- (9) The four lane extension of Bass Road from Gladiolus Drive to Cypress Lake Drive.
- (10) The four lane extension of Bass Road from Gladiolus Drive to Cypress Lake Drive.
- (11) The two lane extension of Kelly Road from Bass Road to Pine Ridge Road.
- (12) Intersection improvements at the following locations:
 - (a) Summerlin Road/San Carlos Boulevard
 - (b) Summerlin Road/Bass Road
 - (c) Summerlin Road/Kelly Road
 - (d) Summerlin Road/Gladiolus Drive
 - (e) Summerlin Road/Cypress Lake Drive
 - (f) Gladiolus Drive/Winkler Road
 - (g) Gladiolus Drive/Bass Road
 - (h) Gladiolus Drive/A&W Bulb Road
 - (i) A&W Bulb Road/McGregor Boulevard
 - (j) Summerlin Road/Winkler Road
 - (k) Bass Road/Kelly Road

b. Should If the Land Development Code provisions governing roads impact fees be are repealed, reduced or made unenforceable by court action, the traffic impacts of HealthPark Florida shall be immediately reanalyzed to determine appropriate alternative mitigation and the Development Order amended as appropriate to include such mitigation prior to the issuance of subsequent building permits developer of the project will continue to pay, per individual building permit, an amount equivalent to roads impact fees in effect prior to such repeal, reduction or court action.

7. Construction in Lieu of Impact Fees

- a. In lieu of payment of all or portions of road impact fees, the developer with the prior approval of Lee County may construct, or participate in the construction of, portions of, or all of, one or more of the following roadway improvements:
- (1) widening of Gladiolus Drive to four lanes from the existing four lane section west of U.S. 41 to Summerlin Road.
 - (2) widening of Gladiolus Drive to four lanes from Summerlin Road to Bass Road.
 - (3) improvements to the existing two lanes and the widening of Bass Road to four lanes from Summerlin Road to Gladiolus Drive.
 - (4) extension of Kelly Road as four lanes from Summerlin Road to Bass Road.
 - (5) intersection improvements at Summerlin Road/Bass Road, Summerlin Road/Kelly Road, Bass Road/Gladiolus Drive, Summerlin Road/San Carlos Boulevard, and Summerlin Road/Gladiolus Drive.
- b. Construction in lieu of roads impact fees must be in accordance with the provisions of the roads impact fee ordinance regulations in effect at the time of construction and must be acceptable to Lee County and, if applicable, the Florida Department of Transportation.
- c. The developer's desire and ability to construct or participate in the construction of portions of, or all of, one or more of the above improvements is intended to:
- (1) substitute for impact fee payments,
 - (2) ~~insure~~ ensure that roadway construction occurs in a timely fashion to serve this development.
- d. If undertaken by the developer, the developer ~~shall have~~ will have no obligation for right of way acquisition, reconstruction of the existing roadway to County standards, unusual and unexpected utility relocation and the like.
- e. If the dollar value of such improvements (actual construction or dollar payments) during Phase I exceed roads impact fees, that excess value ~~shall~~ will be carried over to the next phase of development. In the event that the

total dollar value of such improvements during buildout of HealthPark exceeds road impact fees, HealthPark ~~shall~~ will be eligible to recapture that excess value through a rebateable agreement ~~which~~ that would include, but not be limited to reimbursement from other area developments and County Road Impact Fee revenues.

8: Level of Service/Significant Impact

~~_____~~ In the event that:

- ~~_____~~ a. ~~Level of Service "C" on an annual average daily basis (or the County adopted level of service policy in effect at the time of the annual report) be is exceeded for any regional road segment and/or or intersection identified above and which operates, at the effective date of this development order, at Level of Service "C" (or the County adopted level of service policy in effect at the time) or better; or~~
- ~~_____~~ b. ~~the existing volume to capacity ratios for those regional road segments and/or or intersections identified above and which operate, at the effective date of this development order, at worse than Level of Service "C" (or the County adopted level of service policy in effect at the time) be exceeded; and~~
- ~~_____~~ (1) ~~the required road and/or and intersection improvements necessary to bring the identified roadway back to Level of Service "C" (or the County adopted level of service policy in effect at the time of the annual report) or necessary to maintain and/or or improve the existing volume to capacity ratios are not funded and programmed for construction during the next five years (or if such roadway and/or or intersection improvement funded and programmed for construction during that five year period be deleted from the program, postponed beyond the five year period or not constructed within the five year period); and~~
- ~~_____~~ (2) ~~HealthPark Florida traffic is utilizing 5% or more, but less than 10% of the Level of Service "C" service volume on an annual average daily basis (or the County adopted level of service policy in effect at the time of the annual report) on the impacted regional road segment or intersection; THEN the Developer shall within ninety (90) days must file a petition in accordance with Florida Statute 380.06 within ninety (90) days for determination of whether a substantial deviation has occurred.~~

- ~~c. If HealthPark Florida is utilizing 10% or more of the Level of Service "C" service volume on an annual average daily basis (or the adopted County level of service policy in effect at the time) of the impacted regional road segment or intersection, and:~~

~~(1) The actual level of service on the said roadway, which at the effective date of this development order operates at level of Service "C" or better, falls below Level of Service "C" on an annual average daily basis (or the County adopted Level of Service policy in effect at the time of the annual report); or~~

~~(2) The actual volume to capacity ratio on the said roadway which at the effective date of this development order operates at worse than Level of Service "C," is worse than that existing at the effective date of this development order; then a substantial deviation shall be deemed to have occurred and this development shall be subject to any moratorium imposed on all developments impacting that same road.~~

- ~~d. HealthPark Florida may continue development during substantial deviation DRI review if the Developer enters into an agreement with the Department of Community Affairs, the Southwest Florida Regional Planning Council, and Lee County specifying the scope of development allowed during the review period. This paragraph shall not be construed to guarantee to HealthPark Florida the right to continue development during the substantial deviation DRI review.~~

8. Concurrency

The project is subject to the Lee County Concurrency Management System for all development.

9. Traffic Reassessment.

- a. Due to the uncertain status of several area roadway improvements including the extension of Bass Road from Gladiolus Drive to Cypress Lake Drive, A & W Bulb Road from Summerlin Road to Gladiolus Drive, and Kelly Road from Summerlin Road to Pine Ridge Road, and changes to the development mix, the Developer ~~is was~~ required to submit for review and approval a traffic reassessment prior to December 31, 2000. If the developer submits a Notice of Proposed Change further revising the land use parameters or extending buildout of the project prior to December 31, 2000, the traffic reassessment ~~must be submitted as part of the Notice~~ This traffic reassessment was

submitted and addressed the traffic impacts and mitigation of the HealthPark Phase I (Stage I) level of development. The reassessment demonstrated that it is appropriate to mitigate the project's traffic impacts through the payment of roads impact fees.

- b. Prior to initiating Phase II (Stage II) level of development, the Developer is required to submit for review a traffic reassessment of Phase II (Stage II) development. The traffic reassessment, ~~shall~~ must be submitted to the Department of Community Affairs, Southwest Florida Regional Planning Council and Lee County and will be an equivalent to an update of the developer's ADA assessment of Question 31 in the DRI Questionnaire, using current and up-to-date methodologies. The methodology should be discussed and agreed upon by the developer and review agencies prior to submittal of the reassessment. The traffic reassessment will document commitments in approved planning programs to fund future roadway improvements resulting from existing traffic, area developments and HealthPark Florida during the next phase of development, the HealthPark's and other area developments' contributions toward roadway improvements during the previous phase of development, and the HealthPark's obligations, ~~if any~~, to mitigate additional traffic impacts through the next phase of development, ~~if any~~. Development of land uses in Phases I and II (Exhibit "A") may continue in accordance with this Development Order, ~~as amended~~, pending review of this traffic assessment.

10. Municipal Services Benefit Unit

- ~~A.a.~~ Nothing contained in this This Development Order shall be construed to does not exempt this development from participation in the funding, through Municipal Services Benefit Units (MSBU's) or other special assessment districts, of improvements to various State and County arterial and collector roads to the degree to which this development generates demand or is benefitted. If, at that time, this funding is creditable against impact fees, then the appropriate credits will be taken.

E. VEGETATION AND WILDLIFE/WETLANDS

1. All commitments appearing in the A.D.A. and sufficiency responses pertaining to vegetation and wildlife are incorporated as conditions of approval herein.

2. To mitigate the encroachment of wetlands, the developer ~~shall~~ must create the same vegetation community type elsewhere on site, in accordance with the Master Concept Plan, and such other mitigation requirements as may be imposed as a result of wetland modification east of Bass Road. The areas to be used for the creation of wetlands ~~shall~~ must be appropriately scraped,

contoured and sufficiently planted with the same type wetland vegetation ~~as that~~ found within the wetland areas encroached upon. Prior to the issuance of a Final Development Order for the site related improvements to Phase I (hereinafter referred to as FDO), the exact extent of encroachment ~~shall~~ must be field verified by county staff and the developer, and ~~a~~ A specific wetland creation plan and a timetable ~~shall~~ must be provided, both subject to approval by the Department of Community Development.

3. Prior to the issuance of a FDO for Phase I (site-related improvements), the developer must provide a detailed water management lake littoral zone creation plan ~~shall be provided~~ for each segment to be permitted; The plan will be subject to approval by the Department of Community Development.

4. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I (site-related improvements), the developer ~~shall~~ must restore the natural connection of the wetland preservation area located at the southwestern property corner to Cow Slough by removing the existing north/south ditch and dike and by restoring the natural contour elevations of the area located along the western property boundary adjacent to this wetland preservation area.

5. ~~At~~ The developer must remove all exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) ~~shall be removed~~ from each project segment prior to the completion of that segment.

6. Prior to the issuance of a Certificate of Completion pursuant to the FDO for Phase I, the developer ~~shall~~ must remove the exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) located off-site on County owned property within Cow Slough adjacent to the wetland preservation area located at the southwestern property corner. The extent of exotic vegetation removal ~~shall will~~ be ~~that area~~ the amount necessary to aid in the reestablishment of the natural connection of ~~this the~~ wetland to Cow Slough and ~~shall will~~ be mutually agreed upon by county staff and the developer.

7. Prior to the issuance of a Final Order pursuant to the FDO for Phase I (site-related improvements), a the developer must submit a proposed maintenance program ~~shall be provided~~ to control the reinvasion of exotic vegetation (Brazilian Pepper, Melaleuca and Australian Pine) in the wetland preservation areas and the created wetland areas on the HealthPark Florida site. This program ~~shall must~~ be in effect for a minimum of three (3) years and ~~shall must~~ be approved by the Department of Community Development.

8. Prior to the issuance of a FDO for Phase I, the developer ~~shall~~ must provide a specific plan for monitoring the freshwater wetland area located east of Bass Road. This plan ~~shall must~~ include ~~at a minimum~~ the methodology for monitoring the wetland with respect to hydrology, vegetation and wildlife habitat and ~~shall will~~ be subject to approval by the Department of Community Development.

9. The ~~applicant shall~~ developer must monitor the existing stormwater discharge that flows into the Hendry Creek Watershed to determine the appropriate future discharge route. All further future coordination ~~shall~~ must be with the SFWMD, FDER and Lee County.

10. Prior to the issuance of a ~~Lee County Development Standards Ordinance~~ pursuant to the ~~an~~ FDO for each parcel, the developer must submit a wetlands plan for that parcel ~~shall be~~ submitted to Lee County, SFWMD and SWFRPC showing all areas to be preserved within that parcel, all wetland areas to be created within that parcel and the total number of acres of each.

11. The ~~applicant shall~~ developer must coordinate with appropriate agencies for the relocation of any threatened or endangered species found on the site or outline a program to insure their continued well being.

12. In order to address the recommendation contained in the staff report of the Regional Planning Council, the master concept plan has been redrawn to indicate the relocation of A&W Bulb Road extension to the east of the wetland area.

F. WATER/WASTEWATER

1. The ~~applicant~~ developer will design the buildings and facilities in light of modern water conserving principles. If irrigation from the site must be pumped, studies will be done to utilize the lowest acceptable water quality aquifers.

2. All efforts will be made to utilize public sewage treatment in the area, if available. If not available, on-site sewage treatment facilities will be flood proofed.

3. If a wastewater treatment facility is provided on site, it ~~shall~~ may be temporary only, ~~and should~~ if the temporary plant is still be in use after 5 years from the date of approval of the final development order, the ~~applicant shall~~ developer will be subject to review in order to make alternative wastewater treatment services. The Director of the Lee County Department of Community Development may provide for an extension of time for the continuation of the use of the temporary plant, if deemed necessary.

4. The ~~applicant shall~~ developer will continue to explore the potential of receiving treated spray effluent from Lee County Utilities, in order to meet on-site nonpotable demands.

5. If spray irrigation proves infeasible for the HealthPark site, then the ~~applicant shall~~ developer must conduct a hydrologic study under the guidance of the SFWMD and Lee County to determine the feasibility of utilizing ground water or surface water for satisfying nonpotable demands.

6. Any wastewater containing hazardous waste will be segregated from everyday wastewater or receive proper on-site pretreatment.

7. The ~~applicant shall~~ developer must incorporate the use of water conserving devices, as required by State Law (Section 533.14, Florida Statutes).

8. The ~~applicant shall~~ developer must conduct a phased monitoring program to determine if on-site surface water and groundwater parameters are improving, as a result of plugging on-site abandoned irrigation wells. This monitoring program should be coordinated with the SFWMD.

G. SOLIDWASTE

1. If any method of hazardous waste disposal is utilized other than on-site incineration, then the ~~applicant shall~~ developer must coordinate with Lee County and FDER for the provision of temporary storage/transfer of special and hazardous wastes that are generated by the development.

2. The ~~applicant~~ developer and subsequent occupants of the project shall implement methods of reducing solid waste volume from the project.

3. The ~~applicant shall~~ developer must identify to local EMS, Fire and Police officials the on-site storage locations and handling and disposal areas of all toxic, hazardous and radioactive materials.

4. All toxic, hazardous and radioactive materials ~~shall~~ must be stored above the category III SLOSH hurricane flood elevation.

H. GENERAL DEVELOPMENT CONDITIONS

1. The Master Concept Plan (Map H) prepared by Johnson Engineering dated ~~August, 1997~~ December 2000 is incorporated into and made a part of this DRI Development Order. The permitted uses and conditions are ~~as shown on the Master Concept Plan~~ corresponding zoning resolution and ~~the conditions contained within in~~ this Development Order.

2. ~~While Although~~ the land uses in both Phases I and II have been approved, the ~~applicant~~ developer cannot ~~proceed to seek Lee County development order approvals under the DSO for the areas east of Bass Road, except for the medical education facility, until such time as the extent of permitted alteration of the wetland area identified on the concept plan and the alignment of Kelly Road can be determined. The applicant shall submit any additional information to Lee County concerning transportation, wetland protection and hurricane evacuation as deemed necessary by the Director of the Lee County Department of Community Development, as a result of added issues or impacts not addressed in the ADA arising from modification of the site plan to accommodate the wetland and Kelly Road alignment determinations. The information and changes,~~

if any, will be reviewed to determine whether such changes cumulatively constitute a substantial deviation pursuant to subsection (19) of §380.06 F.S. Unless a substantial deviation is established, the site plan may be modified with the approval of the director of the Lee County Department of Community Development to accommodate the wetland and Kelly Road alignment determinations: for Phase II land uses until the developer timely submits the traffic reassessment required by Section II.D.9 above.

3. The existing agricultural uses may continue or be discontinued and recontinued from time to time until the certificate of occupancy for the acute care hospital is obtained.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER AND ADMINISTRATIVE REQUIREMENTS

BE IT FURTHER RESOLVED by the Board of County Commissioners of Lee County, Florida, that:

A. Resolution. This resolution ~~shall~~ constitutes the Development Order of this Board issued in response to the Development of Regional Impact Application for Development Approval filed for HealthPark Florida.

B. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the developer in the Application for Development Approval and supplementary documents and not in conflict with conditions or stipulations specifically enumerated above are hereby adopted to this Development Order by reference; provided, however, that the date of completion of Phase I is hereby extended to ~~June 7, 1997~~ December 31, 2004, and the date of buildout for the project is extended to ~~June 7, 2002~~ December 31, 2008.

C. Binding Effect. This Development Order ~~shall be~~ is binding upon the applicants and their heirs, assignees or successors in interest. Those portions of this Development Order which clearly apply only to the project developer, including but not limited to the initial construction of capital facilities, ~~shall may~~ not be construed to be binding upon future residents. It ~~shall will~~ be binding upon any builder/developer who acquires any a tract of land within HealthPark Florida.

D. Reliance. The terms and conditions set out in this document constitute a basis upon which the developer and County may rely in future actions necessary to implement fully the final development contemplated by this Development Order.

E. Enforcement. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney's fees, ~~shall must~~ be paid by the defaulting party.

F. Successor Agencies. ~~Any reference herein~~ References to any governmental agency ~~shall will~~ be construed to mean any future instrumentality which may be created and designated as successor

in interest to, or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order.

G. Severability. ~~In the event that~~ If any portion or section of this Development Order is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions ~~shall in no manner will not~~ affect the remaining portions or sections of the Development Order, which ~~shall~~ will remain in full force and effect.

H. Applicability of Regulations. The approval granted by this Development Order is limited. ~~Such The approval shall not be construed to~~ does not obviate the duty of the applicant developer to comply with all applicable local or state review and permitting procedures, except where otherwise specifically provided. ~~Such The approval shall also~~ does not obviate the duty of the applicant developer to comply with any County Ordinance or other regulations adopted after the effective date of this Development Order.

I. Further Review. Subsequent requests for local development permits ~~shall~~ will require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

1. A substantial deviation from the terms or conditions of this development order, or other changes to the approved development plans which create a reasonable likelihood of adverse regional impacts or the regional impacts which were not evaluated in the review by the Southwest Florida Regional Planning Council; or

2. An expiration of the period of effectiveness of this development order as provided herein.

Upon a finding that either of the above is present, the Board ~~shall~~ will order a termination of all development activity until ~~such time as~~ a new DRI Application for Development Approval has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes, and all local approvals have been obtained.

J. Commencement of Physical Development, Buildout, and Termination Date. The deadline for commencing physical development under this Development Order shall be five (5) years from the date of adoption of the Order, provided that all conditions are met in a timely manner and further provided that this effective period may be extended by this Board upon a finding of excusable delay in any proposed development activity and that conditions have not changed sufficiently to warrant further consideration of the development. ~~In the event If~~ the developer fails to commence significant physical development of that property identified in this development order within five (5) years from the date of rendition of this Development Order, development approval ~~shall~~ will terminate and the development ~~shall~~ will be subject to further consideration. Significant physical development ~~shall~~ includes obtaining a Certificate of Completion on some substantial portion of the project (e.g., water management system or a major road system). This Development Order ~~shall~~ will otherwise

terminate in twenty (20) years from its approval date, unless an extension is approved. An extension may be granted by the Board of County Commissioners if the project has been developing substantially in conformance with the original plans and approval conditions, and if no substantial adverse impacts not known to the Southwest Florida Regional Planning Council or to Lee County at the time of their review and approval, or arising due to the extension, have been identified. However, an extension of the date of buildout of a development by five (5) or more years ~~shall~~ will be presumed to create a substantial deviation subject to further development-of-regional-impact review. The presumption may be rebutted by substantial, competent evidence at the public hearing held by Lee County. For the purpose of calculating when a buildout date has been exceeded, the time ~~shall~~ will be tolled during the pendency of administrative and judicial proceedings relating to development permits.

K. Protection of Development Rights. The development will not be subject to down-zoning, unit density reduction, or intensity reduction, until ~~June 7, 2002~~ December 31, 2008, unless the County demonstrates that substantial changes have occurred in the conditions underlying the approval of this Development Order including, but not limited to, such factors as a finding that the development order was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety and welfare.

L. Assurance of Compliance. The Administrative Director of the Lee County Department of Community Development or his/her designee ~~shall~~ will be the local official responsible for assuring compliance with this Development Order.

M. Annual Reports. The applicants ~~developer~~, or their ~~his~~ successor(s) in title to the undeveloped portion of the subject property, ~~shall must~~ submit a an annual report annually to the Lee County Board of County Commissioners, the Southwest Florida Regional Planning Council, the State Land Planning Agency, and all affected permit agencies. This report ~~shall must~~ describe the state of development and compliance as of the date of submission; and ~~shall further~~ be consistent with the rules of the State Land Planning Agency. The annual report ~~shall must~~ contain information as specified in Exhibit "B." The first monitoring report ~~shall must~~ be submitted to the Administrative Director of the Department of Community Development not later than August 1, 1988, and further reporting ~~shall must~~ be submitted not later than August 1st of subsequent calendar years. Failure to comply with this reporting procedure is governed by Section 380.06, Florida Statutes, and the applicant ~~shall so~~ developer must inform any successors in title to any undeveloped portion of the real property covered by this Development Order.

The developer must also submit a Transportation Annual Report in accordance with the provisions set forth in Section II.D. of this development order.

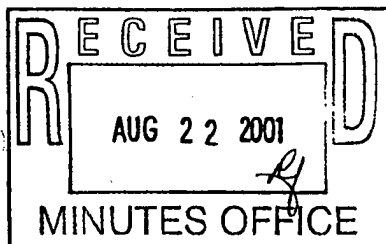
N. Transmittal and Effective Dates. Certified copies of this Development Order will be forwarded to the Southwest Florida Regional Planning Council, the developer and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, but ~~shall not be~~ is

not effective until the expiration of the statutory appeals period (45 days from rendition) or until the completion of any appellate proceedings, whichever time is greater. Upon this Development Order becoming effective, the developer must record a notice of its adoption ~~shall be recorded~~ in the Office of the Clerk of the Circuit Court ~~by the developer~~, as provided in Chapter 380, Florida Statutes.

THE MOTION TO ADOPT the above resolution was offered by Commissioner Judah and seconded by Commissioner Janes, and, upon poll of the members present, the vote was as follows:

Commissioner Janes	Aye
Commissioner St. Cerny	Aye
Commissioner Judah	Aye
Commissioner Coy	Absent
Commissioner Albion	Aye

DULY PASSED AND ADOPTED this 20th day of August 2001.



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By _____

Chairman

OCI 2003-00068



ATTEST:

Charlie Green, Clerk

By _____

Deputy Clerk

APPROVED AS TO FORM

PERMIT COUNTER

By _____

Donna Marie Collins
County Attorney's Office

Exhibits:

- A. Land Use and Phasing Table
- B. Annual Monitoring Report Guidelines
- C. Land Use Conversion Table
- D. Map H.: Master Concept Plan

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 22nd day of August, A.D. 2001.

CHARLIE GREEN, CLERK

By _____
Deputy Clerk

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Final

DRI 2000-00023

EXHIBIT A

HEALTH PARK FLORIDA DRI (Revised 1/23/98 December 2000)

LAND USE	PHASE I	PHASE II	TOTAL
Residential Independent Living Assisted Living & Skilled Nursing Res. Multi-Family Lodging-motel ¹	418 363 du 468 407 beds -0- 468 du 6 252 rooms ¹	112 -0- du 98 -0- beds 510 500 du 126 -0- rooms	530 363 du 566 407 beds 510 968 du 132 252 rooms
Institutional/Office Acute Care Hospital Medical & General Office Medical Services Mall Specialized Hospitals & Health Care Facilities Medical Education Wellness Center Future Health Care Functions Campus Support Facilities	220 beds 56,000 340,000 sq. ft. 10,000 sq. ft. 36,000 35,000 sq. ft. 16 beds -0- -0- -0- 75,000 sq. ft. 7,200 17,200 sq. ft. -0- -0-	220 beds 284,000 362,000 sq. ft. -0- 64,000 -0- sq. ft. 104 -0- beds 200,000 sq. ft. 500 students 60,000 sq. ft. -0- 306,000 -0- 27,000 sq. ft.	440 beds (554,603 sq. ft.) 340,000 702,000 sq. ft. ² 10,000 sq. ft. 100,000 35,000 sq. ft. 120 16 beds 200,000 sq. ft. 500 students 60,000 75,000 sq. ft. 314,000 17,200 sq. ft. 27,000 sq. ft.
Commercial Open Space, Lakes & Water Management	85,000 100,000 sq. ft. 99.0 ac.	215,000 75,000 sq. ft. 66.2 ac.	300,000 175,000 sq. ft. 165.2 ac.

¹Includes rooms (existing and future) within the Ronald McDonald House.

²Includes 165,000 340,000 sq. ft. of medical office and 175,000 362,000 sq. ft. of general office.

EXHIBIT "B"

**INFORMATION TO BE INCLUDED
IN ANNUAL MONITORING REPORT**

- a. Any changes in the plan of development, or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year;
- b. A summary comparison of development activity proposed and actually conducted for the year;
- c. Undeveloped tracts of land, other than individual single family lots, that have been sold to a separate entity or developer;
- d. Identification and intended use of lands purchased, leased, or optioned by the developer adjacent to the original DRI site since the development order was issued;
- e. An assessment of the developer's and the local government's compliance with the conditions of approval contained in the DRI development order and the commitments which are contained in the Application for Development Approval and which have been identified by the local government, the Regional Planning Council, or the Department of Community Affairs as being significant;
- f. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;
- g. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
- h. A list of significant local, state, and federal permits which have been obtained or which are pending by agency, including type of permit, permit number and purpose of each;
- i. A statement that all persons have been sent copies of the annual report in conformance with Subsection 380.06(14) and (16), Florida Statutes; and
- j. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Subsection 380.06(14)(d), Florida Statutes.

EXHIBIT "C"
HEALTHPARK FLORIDA
LAND USE CONVERSION

		To Use		
From Use	Medical Office	General Office	Residential Apts.	Specialty Hospital
Medical Office (1,000 sq. ft.)	N/A	3,000 sq. ft.	7.5 du	N/A
General Office (1,000 sq. ft.)	330 sq. ft.	N/A	2.4 du	N/A
Commercial (1,000 sq. ft.)	1,200 sq. ft.	3,400 sq. ft.	8.5 du	2.5 beds
Future Health Care (1,000 sq. ft.)	N/A	N/A	3.6 du	1.1 beds

This transfer of conversion may occur in accordance with Section II.D.1 provided that: 1) the external trips originally approved for the DRI remain the same (i.e., 3,204 peak hour trips and 34,393 daily trips); and 2) no additional impact will occur to other public facilities (such as sewer and water) and; 3) the conversion will not create a need for additional affordable housing. Further, no alteration to the Master Concept Plan may occur as a result of the conversion. In addition, the amount of square feet, beds and units to be converted to other uses or from other uses would be limited to no more than the following:

Land Use	Maximum Amount Converted From	Maximum Amount Converted To
Medical Office	60,000 sq. ft.	59,999 sq. ft.
General Office	60,000 sq. ft.	59,999 sq. ft.
Specialty Hospital	0 beds	59 beds
Residential Apts.	0 du	49 du
Commercial	50,000 sq. ft.	49,999 sq. ft.
Future Health Care	50,000 sq. ft.	49,999 sq. ft.

Thirty (30) days notice of any conversion must be provided to the County, The Regional Planning Council, and The Department of Community Affairs. In addition, the amount of conversion must be reported as part of the subsequent annual monitoring report.

DRS 2000-00002

ADMINISTRATIVE AMENDMENT (PD) ADD2001-00158

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Hospital Board of Directors of Lee County d/b/a Lee Memorial Hospital filed an application for administrative approval to a Commercial Planned Development on a project known as HealthPark Florida CPD to increase the height to 124 feet in the Urban Land Use Category, with no more than eight (8) habitable floors on property located at 9981 South Healthpark Drive, described more particularly as:

LEGAL DESCRIPTION: In Section 04, Township 46 South, Range 24 East, Lee County, Florida:

Tract "B", HEALTHPARK FLORIDA WEST, as recorded in PLAT BOOK 47, PAGES 7 and 8, of the Public Records of Lee County, Florida, lying in Section 33, Township 45 South, Range 24 East and Section 4, Township 46 South, Range 24 East

WHEREAS, the property was originally rezoned in case number 87-3-10-DRI (with subsequent amendments in case numbers 87-3-10-DRI(a), 87-3-10-DRI(b), 87-3-10-DRI(c), 87-3-10-DRI(d), 96-02-220.13A, 96-02-220.04Z, DCI2000-00023, and DCI2000-00093; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject property is zoned commercial planned development, (CPD), Resolution Z-01-021; and

WHEREAS, the subject property is located within the Urban Community land use category of the Lee Plan; and

WHEREAS, on December 14, 2001, the Agency for Health Care Administration has issued a Certificate of Need Number 9501 to add 122 acute care beds to the existing 180 acute care beds at Lee Memorial HealthPark Medical Center; and

WHEREAS, the applicant indicated that the proposed expansion to accommodate the additional acute care beds will require additional vertical construction; and

WHEREAS, Section 34-935(f)(3)b., of the Lee County Land Development Code, states that buildings may be as tall as 95 feet above minimum flood elevation with no more than eight habitable floors within the Urban Community land use category; and

WHEREAS, the State DRI Development Order (DRI#5-8586-63), Section I.A., states that buildings in the proposed development will not exceed eight (8) habitable floors; and

WHEREAS, the State DRI Development Order (DRI#5-8586-63), Section I.A., states that buildings in the proposed development will not exceed eight (8) habitable floors; and

WHEREAS, the applicant is requesting a deviation (Deviation #13) to increase the height of a building, within the existing HealthPark Medical Center building footprint, to 124 feet above minimum flood elevation, with no more than eight (8) habitable floors; and

WHEREAS, only one tower, within the HealthPark Medical Center, will be increased to 124 feet; and

WHEREAS, appurtenances necessary to the mechanical or structural functions of the building may be placed on top of the proposed 124 foot tower for the HealthPark Medical Center; and

WHEREAS, the appurtenances, to the proposed 124 foot tower for the HealthPark Medical Center, must not exceed a height of 16 feet; and

WHEREAS, Condition #7, Resolution Z-01-021, requires buildings exceeding 35 feet in height must maintain additional building separation consistent with LDC section 34-2174(a); and

WHEREAS, HealthPark Medical Center's original design stressed vertical construction with centralized operating and specialty services surrounded by patient rooms; and

WHEREAS, restricting the height to 95 feet would force horizontal construction and increase distances to critical services; and

WHEREAS, horizontal construction would reduce the amount of open space available within the HealthPark Medical Center; and

WHEREAS, the original hospital design called for standard floor separations, which would have allowed an eight (8) story building to comply with the 95 foot height limitation within the Urban Community land use category; and

WHEREAS, types of existing and proposed intensive and specialized medical services performed at HealthPark Medical Center require that the floors within the proposed expansion have at least 16 foot separation to provide for specialized electrical/medical equipment; and

WHEREAS, the building was designed to support 10 stories; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Commercial Planned Development on a project known as HealthPark Florida CPD is **APPROVED** to include the following deviation:

Deviation 13 from Section 34-935(f)(3)b., of the Lee County Land Development Code, which requires that buildings in the urban community lands use category may be as tall as 95 feet above minimum flood elevation with no more than eight (8) habitable stories; to allow buildings in the urban community lands use category may be as tall as 124 feet above minimum flood elevation with no more than eight (8) habitable stories.

Approval is subject to the following conditions:

1. The Development must be in compliance with the amended two page Master Concept Plan, dated August 1997, last revised 11-12-01, and stamped received by the zoning counter on January 15, 12002. Master Concept Plan for ADD2001-00158 is hereby APPROVED and adopted. A reduced copy is attached hereto.
2. The increase in building height to 124 feet, with no more than eight (8) habitable stories, will apply to only one tower and be located within the foot print of the existing HealthPark Medical Center. All other buildings and structures must be in compliance with Resolution Z-01--21 and amendments thereto.
3. Appurtenances necessary to mechanical or structural functions of the proposed 124 foot tower must not exceed 16 feet in height.
4. The terms and conditions of the original zoning resolutions and amendments thereto remain in full force and effect.
5. Deviation 13 will only apply to the project referred to as the HealthPark Medical Center, within the HealthPark Florida CPD, on Tract "B", HEALTHPARK FLORIDA WEST, as recorded in PLAT BOOK 47, PAGES 7 and 8, of the Public Records of Lee County, Florida.

DULY SIGNED this 24th day of January, A.D., 2002.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

RECEIVED
SEP 30 2003
PERMIT COUNTER

DCI 2003-00068

1. REQUESTED MOTION:

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

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

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

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 3

A12B

3. MEETING DATE:

08-19-2003

4. AGENDA:

CONSENT

☒ ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

☒ STATUTE 380.06(19)(e)(2)

☒ ORDINANCE LDC34-145(d)(1)c

ADMIN. CODE

OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT County Attorney & DCD

C. DIVISION *Community Development*
Zoning & Land Use

BY: Donna Marie Collins

Assistant County Attorney

7. BACKGROUND:

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

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

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

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

RECEIVED
SEP 30 2003

8. MANAGEMENT RECOMMENDATIONS:

OCI 2003-00068
PERMIT COUNTER

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
n/a	n/a	n/a	n/a		<i>RA 8/15</i>	<i>RA 8/15</i>	<i>RA 8/15</i>	<i>RA 8/15</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

 A APPROVED
 DENIED
 DEFERRED
 OTHER

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

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

RESOLUTION NO. 03-08-48

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

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

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

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

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

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

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

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

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

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

ATTEST:
CHARLIE GREEN, CLERK

By: Michele S. Cooper
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Ray Judah
Chairman

APPROVED AS TO FORM:

By: Donna Marie Collins
Office of the County Attorney



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

State of Florida
County of Lee

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

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

CHARLIE GREEN, CLERK

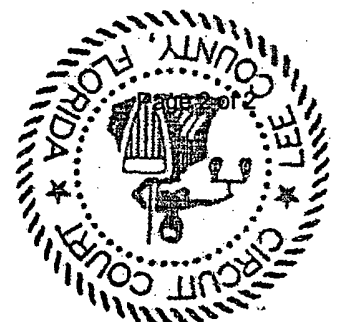
By: Michele S. Cooper
Deputy Clerk

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

S:\LUDRI\FINALDO\HealthPark DRI\Health Park Resolution - 4th Amendment.wpd



KENNEDY HOMES AT HEALTHPARK – PHASE II
TRAFFIC IMPACT STATEMENT

RECEIVED
OCT 16 2003
DC12003-00068
PERMIT COUNTER

Project #03613

September 9, 2003

Prepared by:
DAVID PLUMMER & ASSOCIATES, INC.
1531 Hendry Street
Fort Myers, Florida 33901



KENNEDY HOMES AT HEALTHPARK – PHASE II **TRAFFIC IMPACT STATEMENT**

Introduction

Kennedy Homes at HealthPark is a planned residential development at HealthPark, Florida. Kennedy Homes is part of the approved HealthPark Florida Development of Regional Impact (DRI) and is located at western terminus of North HealthPark Circle, (Exhibit 1). Phase II (Project) is the single-family component of the development. Currently the Kennedy Homes development is not zoned for single-family residences. The Project will replace 114 residential condominiums with 60 single-family residences. Buildout for the Project is expected in 2006.

The purpose of this traffic study is to support the rezoning application for the Project. This traffic study was prepared consistent with Lee County Traffic Statement Guidelines for rezonings. Per those guidelines, the analysis for this traffic study is based on buildout plus one year (2007).

Development Parameters

The approved parameters and the proposed Project's development parameters are as follows.

Development Parameters

Land Use

Approved Phase II
Project

Size

114 residential condominiums ⁽¹⁾
60 single-family units ⁽²⁾

Footnotes:

(1) ITE LUC 230

(2) ITE LUC 210

Trip Generation

The AM peak hour, PM peak hour and daily trip generation associated with the approved parameters and the proposed Project were estimated based on the trip rates contained in the ITE report titled Trip Generation (Sixth Edition).

The trip generation for the approved parameters and the proposed Project are summarized below and the ITE trip generation calculations are shown in Appendix A. No adjustments were made for interaction among the surrounding uses within the HealthPark DRI or Phase I of the Kennedy Homes development.

Trip Generation Summary

	<u>AM</u>			<u>PM</u>			<u>Daily</u>
	<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	
Approved Zoning ⁽¹⁾	10	47	57	46	23	69	728
Proposed Project ⁽²⁾	13	39	<u>52</u>	43	24	<u>67</u>	<u>648</u>
Difference			-5			-2	-80

Footnotes:

(1) 114 dwelling units ~ ITE LUC 230

(2) 60 dwelling units ~ ITE LUC 210

As shown above, the proposed project would result in a reduction in trips during the AM peak hour, PM peak hour and on a daily basis.

Trip Assignment

The Project's trip assignment to the external road network is presented in Exhibit 2. The estimated Project peak hour trips were assigned to the external road network based on peak hour turning movement counts conducted in December 2002 and shown in Appendix B. The AM peak hour and PM peak hour Project traffic is presented in Exhibit 3.

Project Access

The Project will use existing North HealthPark Circle to access Bass Road at the intersection of Bass Road and North HealthPark Circle/Park Royal Drive. This access point is an unsignalized full median opening.

Existing Roadway Network

Bass Road is a four-laned divided road from Summerlin Road to North HealthPark Circle and a two-lane undivided road from North HealthPark Circle to Gladiolus Drive. There are no improvements scheduled or committed for Bass Road at this time.

Existing Traffic Conditions

Turning movement counts for the AM and PM peak hours were conducted at the intersection of Bass Road and North HealthPark Circle/Park Royal Drive on December 10, 2002. The counts were adjusted to peak season conditions and projected to 2003 using an annual growth rate of 4.04%. The growth rate was based on a review of historic growth in traffic volumes on Bass Road north of Summerlin Road from 1993 to 2002, as

reported in the Lee County 2002 Traffic Count Report. These existing 2003 volumes are presented in Exhibit 4 and the original traffic counts are provided in Appendix B.

An intersection capacity analysis was performed for the Bass Road/North HealthPark Circle/Park Royal Drive intersection, consistent with the methodology of the 2000 Highway Capacity Manual. The resultant levels of service are summarized below and included as Appendix C.

Existing 2003 Traffic Conditions
Peak Season

<u>Intersection</u>	<u>Level of Service</u>	
	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>
Bass Road/N. HealthPark Circle/ Park Royal Drive	A/B ⁽¹⁾	A/B ⁽¹⁾

Footnote:

(1) Unsignalized intersection – Major street left-turn/minor street left-turn LOS reported.

Roadway segment traffic volumes and levels of service for existing AM and PM peak hour, peak season conditions are presented in Exhibits 5A and 5B, respectively.

Future 2007 Conditions With Project

The existing 2003 peak hour, peak season traffic volumes were projected to 2007 using an annual growth rate of 4.04%. The compounded growth rate of 17.2% was based on a review of historic growth in traffic volumes on Bass Road north of Summerlin Road from 1993 to 2002, as reported in the Lee County 2002 Traffic Count Report. The projected volumes are the future 2007 background traffic volumes as shown in Exhibit 6.

Future 2007 total traffic volumes were estimated by adding the Kennedy Homes at HealthPark – Phase I traffic volumes and the proposed Kennedy Homes at HealthPark Phase II traffic volumes (Exhibit 3) to the future 2007 background traffic. Total volumes are presented in Exhibit 8.

Intersection capacity analyses were performed at the intersection of Bass Road and North HealthPark Circle/Park Royal Drive. The resultant intersection levels of service are summarized below and included as part of Appendix C.

Future 2007 Traffic Conditions
With Project

<u>Intersection</u>	<u>Level of Service</u>	
	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>
Bass Road/N. HealthPark Circle/ Park Royal Drive	A/C ⁽¹⁾	A/D ⁽¹⁾

Footnote:

(1) Unsignalized intersection – Major street left-turn/minor street left-turn.

Roadway segment traffic volumes and levels of service were estimated for the future 2007 AM and PM peak hour, peak season traffic conditions with the Project and are presented in Exhibits 9A and 9B, respectively.

Turn Lanes

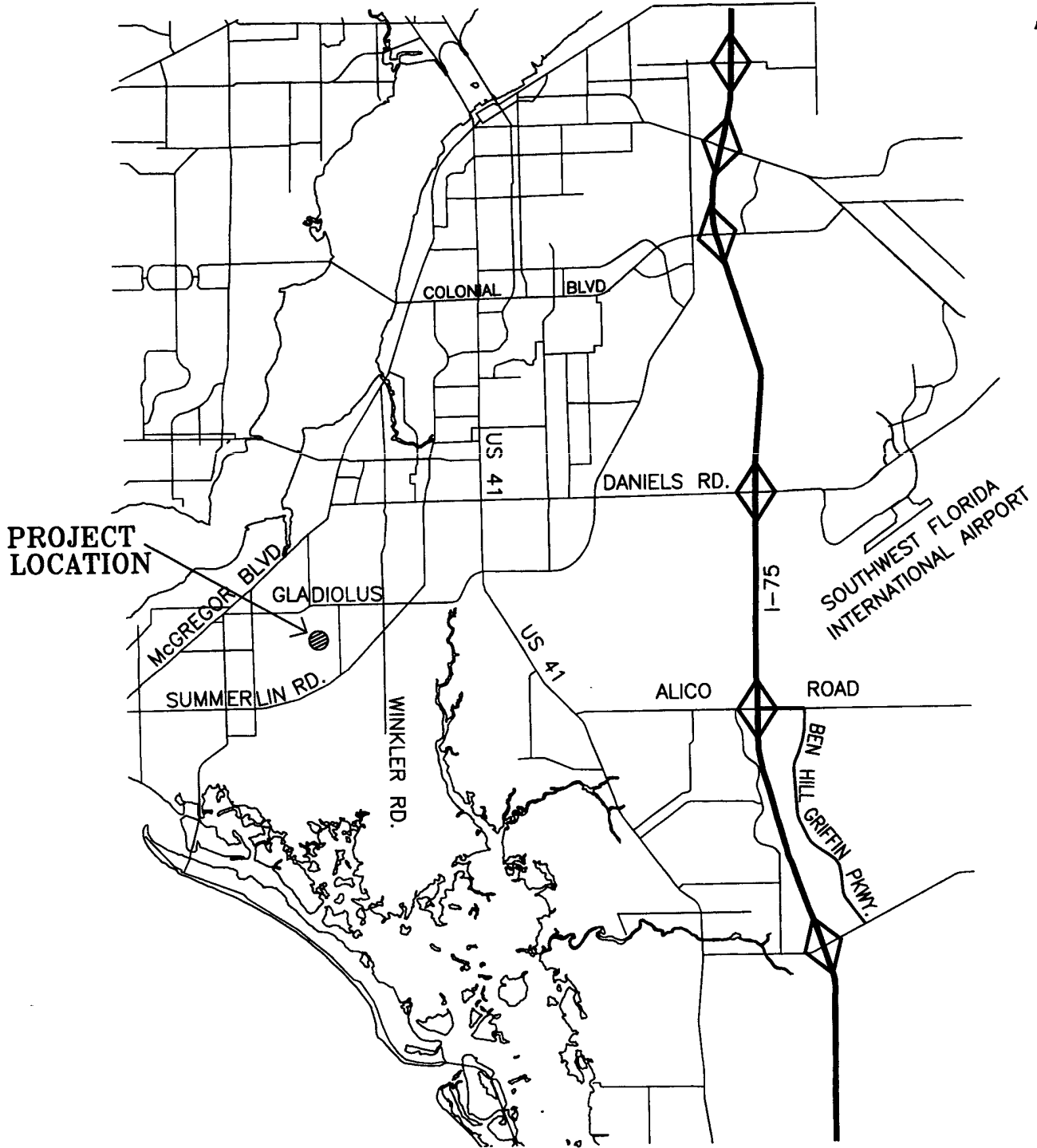
The northbound left-turn lane and southbound right-turn lane on Bass Road, as well as the eastbound left-turn lane and thru/right-turn lane on North HealthPark Circle, were constructed as part of the HealthPark DRI.

The turn lane warrant evaluation is summarized in Exhibit 10. As shown, the northbound left-turn and southbound right-turn lanes are warranted for the Bass Road/North HealthPark Circle/Park Royal Drive intersection. The turn lane storage calculations and a comparison of the existing turn lane storage lengths are shown in Exhibit 11. The turn lane storage calculations are included in Appendix D. As shown in Exhibit 11, the existing turn lane lengths exceed the storage demand.

Conclusions

The analysis of the proposed Project has resulted in the following conclusions.

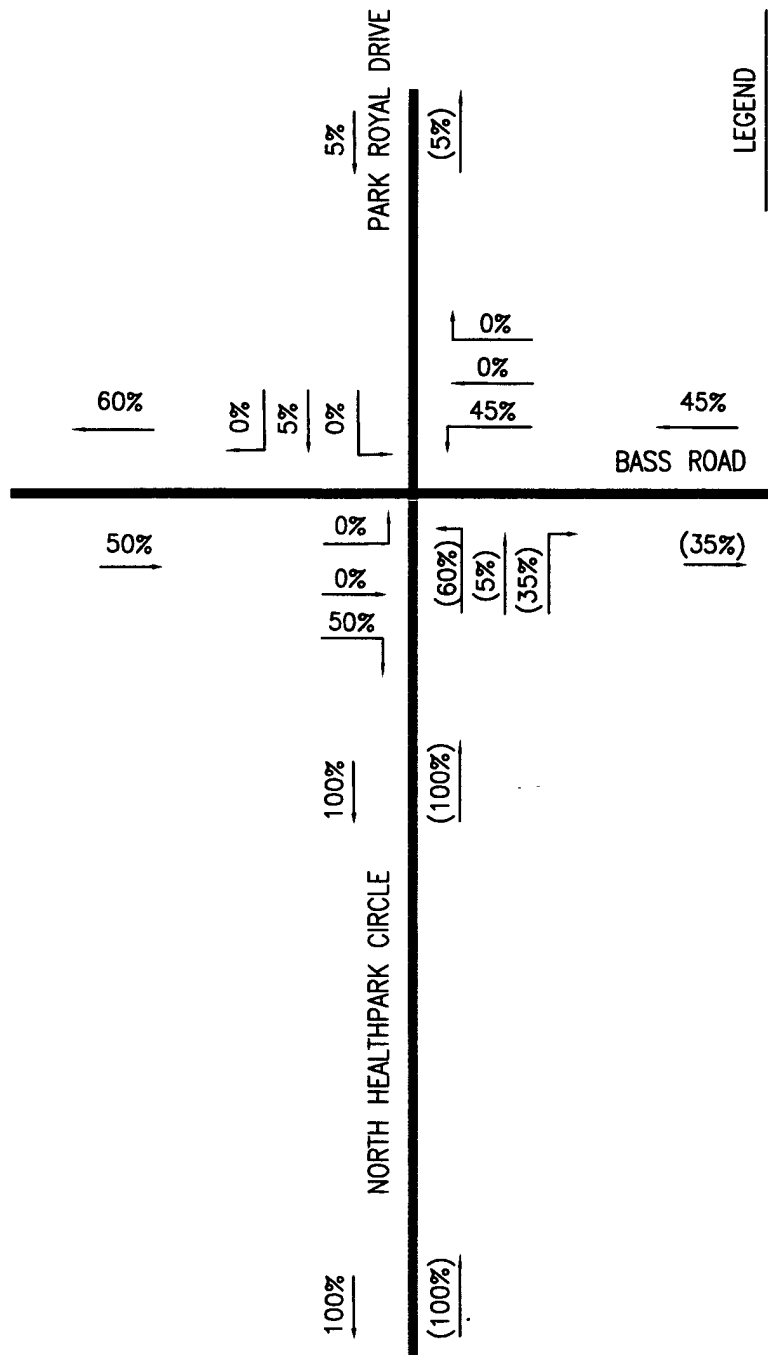
- 1) The trip generation for the proposed single-family residences will generate less traffic than approved multifamily units during the AM peak hour, PM peak hour and on a daily basis.
- 2) The intersection of Bass Road and North HealthPark Circle/Park Royal Drive will operate at an acceptable level of service with buildout of the Project.
- 3) The roadway segments under study will operate above the level of service standard with buildout of the Project.
- 4) The existing turn lanes storage is sufficient to satisfy the proposed storage demand.



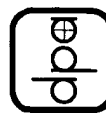
KENNEDY HOMES
AT HEALTHPARK - PHASE II
TRAFFIC IMPACT STATEMENT

PROJECT LOCATION

03613/01A/0803



KENNEDY HOMES
AT HEALTHPARK



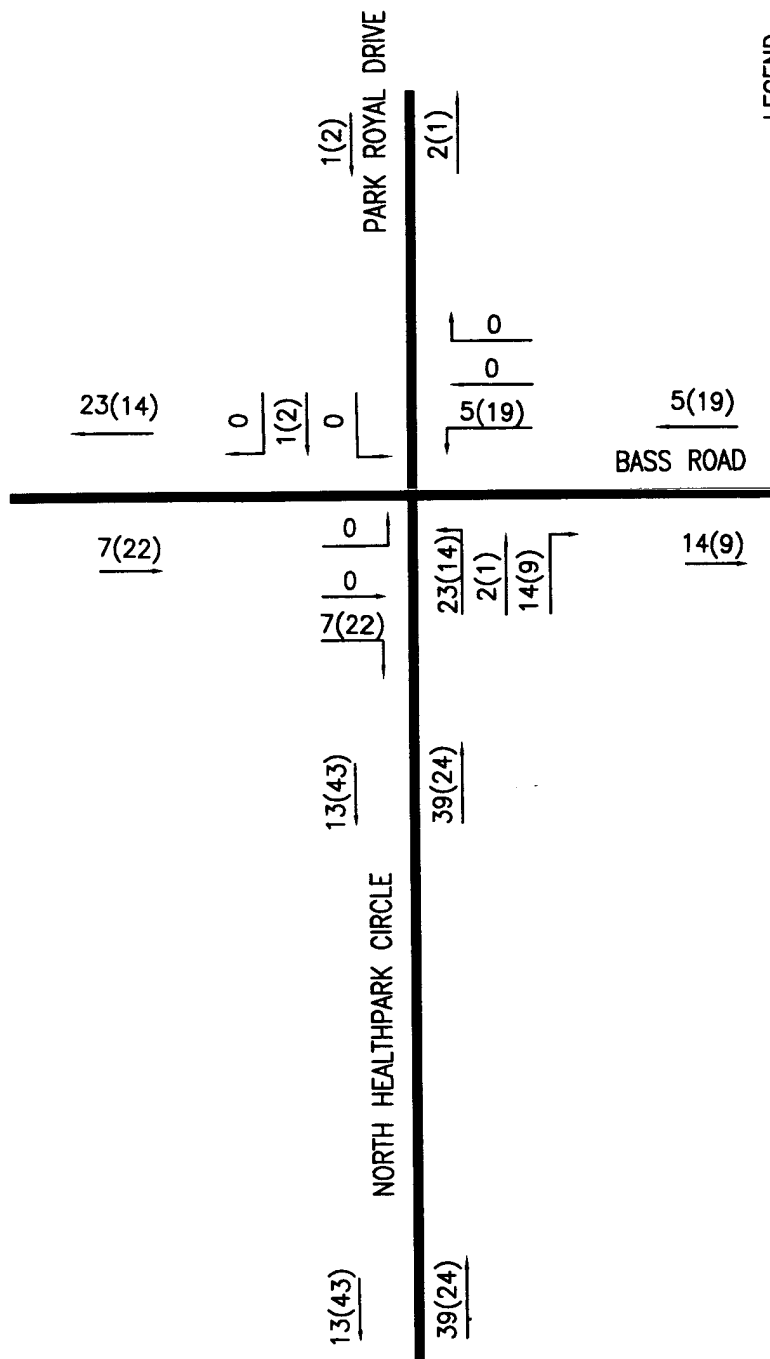
KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

TRIP ASSIGNMENT

03613/02A/0803



N.T.S.



LEGEND

XX AM PEAK
(XX) PM PEAK

KENNEDY HOMES
AT HEALTHPARK



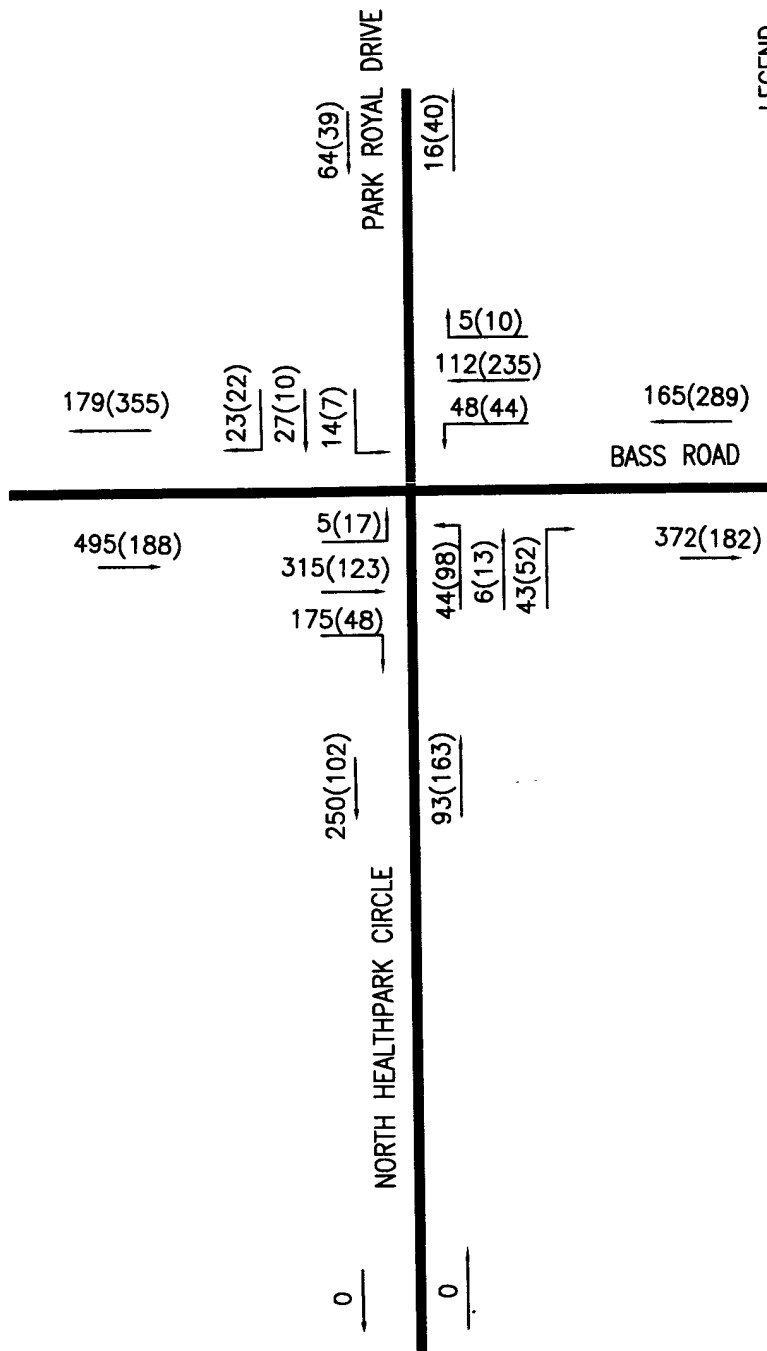
KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

PROJECT PEAK HOUR
TRAFFIC VOLUMES

03613/03A/0803



N.T.S.



LEGEND

- XX AM PEAK
- (XX) PM PEAK

KENNEDY HOMES
AT HEALTHPARK

03613/044/0803

KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

EXISTING 2003 PEAK HOUR
PEAK SEASON TRAFFIC VOLUMES

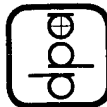


EXHIBIT 5A
KENNEDY HOMES AT HEALTHPARK - PHASE II
EXISTING TRAFFIC CONDITIONS
AM PEAK HOUR, PEAK SEASON

EXISTING AADI		(3)		(4)		(5)	
		Annual		Existing		Existing	
		(3) Compnd.		2002		2003	
		Growth		Peak Dir		Peak Dir	
		Rate		Volume		Volume	
		2002		2002		2002	
		AADT		AADT		AADT	
		(3)		(3)		(3)	
		1993		1993		1993	
		AADT		AADT		AADT	
		(2)		(2)		(2)	
		LOS		LOS		LOS	
		Std		Std		Std	
		(1)		(1)		(1)	
		# of		# of		# of	
		Lanes		Lanes		Lanes	
		TO		TO		TO	
		FROM		FROM		FROM	
		BASS ROAD		BASS ROAD		BASS ROAD	
		Summerlin Road		Summerlin Road		Summerlin Road	
		North HealthPark Circle		North HealthPark Circle		North HealthPark Circle	
		Gladiolus Drive		Gladiolus Drive		Gladiolus Drive	
		4LD		4LD		4LD	
		2LU		2LU		2LU	
		E		E		E	
		4.04%		4.04%		4.04%	
		6,000		6,000		6,000	
		357		357		357	
		372		372		372	
		1,800		1,800		1,800	
		C		C		C	
		850		850		850	
		C		C		C	

FOOTNOTES:

- (1) Existing plus committed number of lanes.
- (2) Lee County roadway LOS standard based on The Lee Plan, Policy 22.1.1
- (3) Lee County 2002 Traffic Count Report. Growth rate based on historic trend from 1993 to 2002..
- (4) Based on original turning movement counts adjusted to peak hour peak season conditions.
- (5) Lee County Generalized Peak Hour Directional Service Volumes (d:\los02\input1).

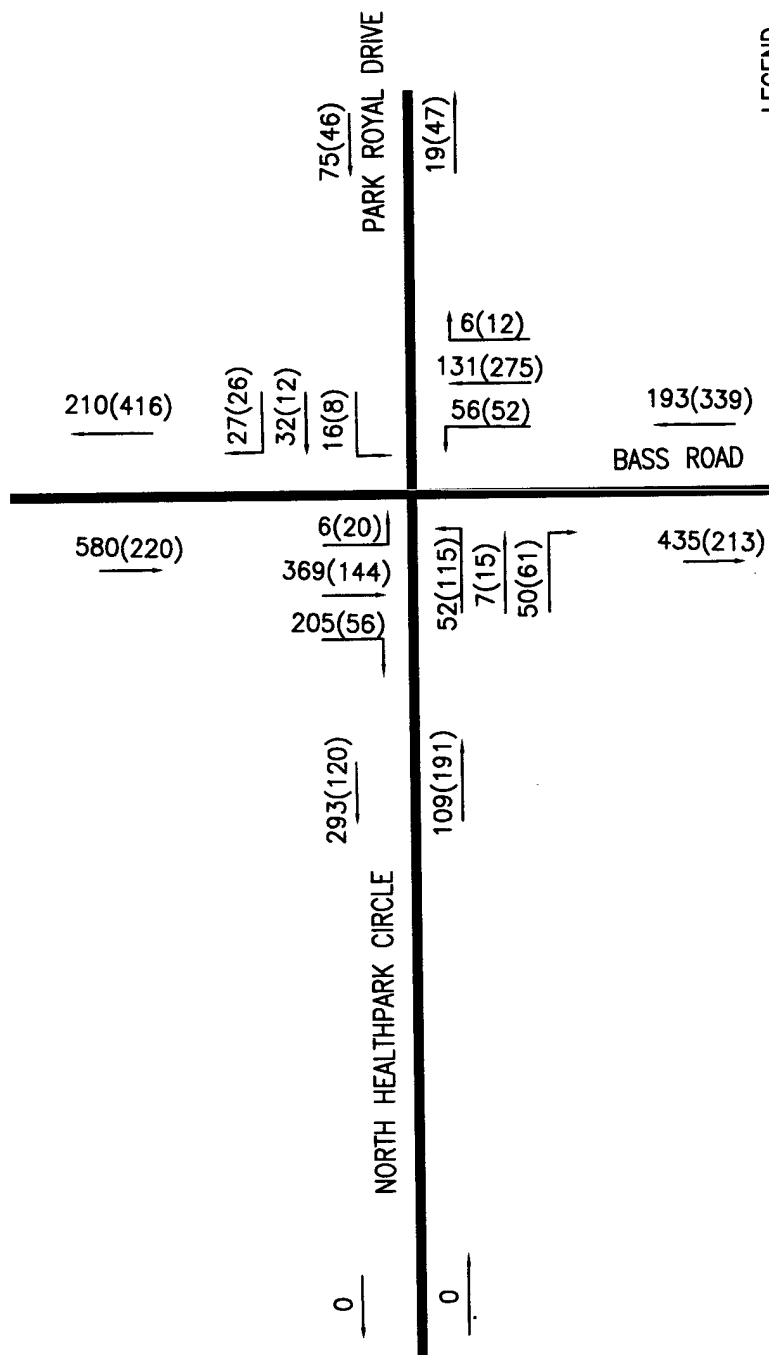
EXISTING AADT

FOOTNOTES:

- LINKANALYSIS.123 - 09/06/2003



N.T.S.

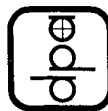


KENNEDY HOMES
AT HEALTHPARK

03613/05A/0803

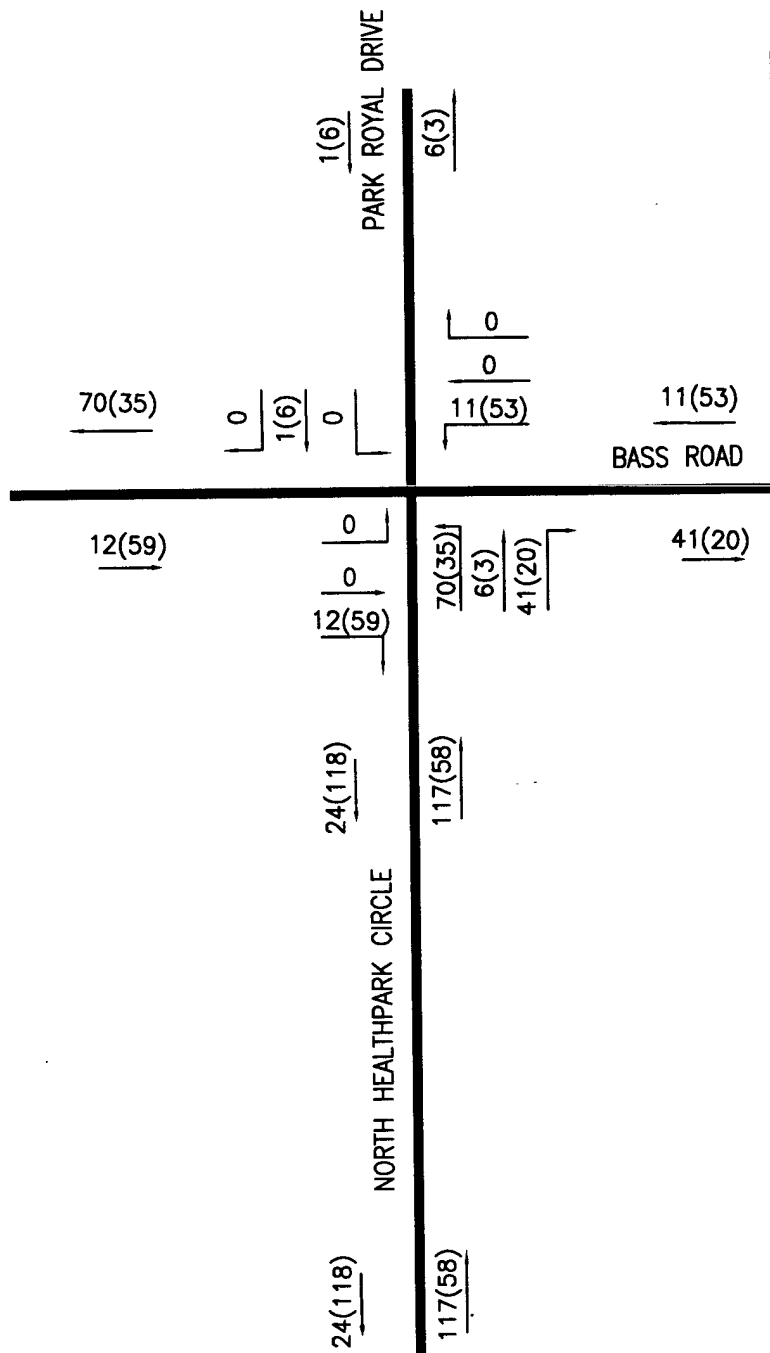
FUTURE 2007 PEAK HOUR
BACKGROUND TRAFFIC VOLUMES

KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT





N.T.S.



KENNEDY HOMES
AT HEALTHPARK

LEGEND

XX AM PEAK
(XX) PM PEAK

0613/06A/0803

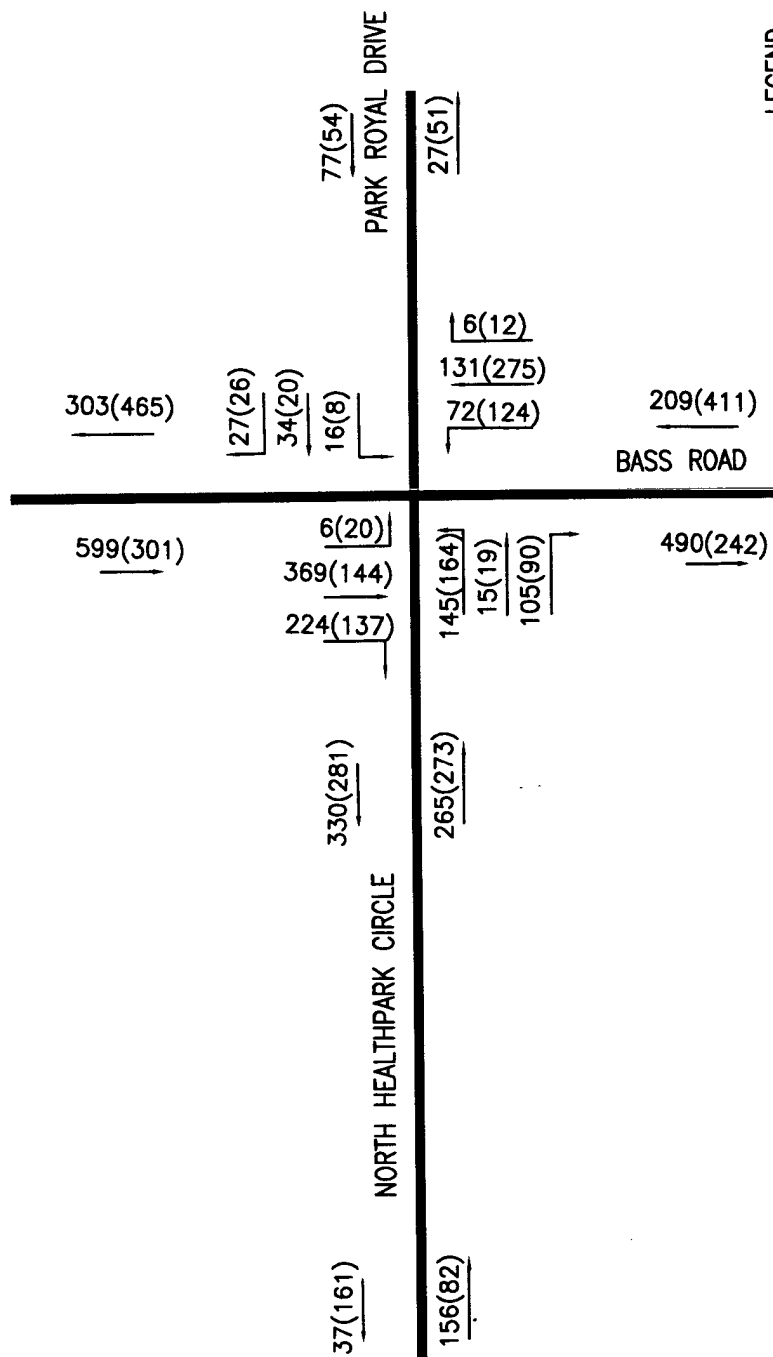
KENNEDY HOMES AT HEALTHPARK
PHASE I TRAFFIC VOLUMES

KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT





N.T.S.



KENNEDY HOMES
AT HEALTHPARK



KENNEDY HOMES AT HEALTHPARK
PHASE II TRAFFIC IMPACT STATEMENT

FUTURE 2007 PEAK HOUR
TOTAL TRAFFIC VOLUMES

03613/07A/0803

EXHIBIT 9A
KENNEDY HOMES AT HEALTHPARK - PHASE II
FUTURE TRAFFIC CONDITIONS WITH PROJECT
AM PEAK HOUR, PEAK SEASON

BUILDOUT + 1 YEAR (2007)

ROADWAY	FROM	TO	(1) # of Lanes	(2) LOS	(3) Existing 2003 Pk Hr, Pk Volume	(4) 4-YEAR Growth Factor	(4) Future 2007 General BG Peak Dir Volume	(5) Proposed Kennedy Homes Phase-II Traffic		(5) Total Future Directional Peak Dir Volume		(5) SV @ LOS Std	(5) Peak Dir LOS
								Phase-I	Phase-II	Volume	Volume		
BASS ROAD	Summerlin Road	North HealthPark Circle	4LD	E	372	1.172	435	41	14	490	1,800	C	C
	North HealthPark Circle	Gladiolus Drive	2LU	E	495	1.172	580	12	7	599	850	D	D

FOOTNOTES:

- (1) Existing plus committed number of lanes.
- (2) Lee County roadway LOS standard based on The Lee Plan, Policy 22.1.1
- (3) Based on original turning movement counts adjusted to peak hour peak season conditions.
- (4) Lee County 2002 Traffic Count Report. Growth rate based on historic trend from 1993 to 2002.
- (5) Lee County Generalized Peak Hour Directional Service Volumes (d:\los02\input1).

EXHIBIT 9B
KENNEDY HOMES AT HEALTHPARK - PHASE II
FUTURE TRAFFIC CONDITIONS WITH PROJECT
PM PEAK HOUR, PEAK SEASON

BUILDOUT + 1 YEAR (2007)

ROADWAY	FROM	TO	(3)		(4)		Future		(5)	
			Existing	2003	4-YEAR	Comprd.	General BG	Peak Dir	Future	Total
			(1)	(2)	Pk Hr, Pk SN	Growth	Volume	Volume	Volume	Volume
			Lanes	Std	Dir	Factor	Volume	Volume	Volume	Volume
			# of	LOS	Peak	Phase-I	Phase-I	Phase-II	Phase-II	Phase-II
			Lanes	Std	Dir	Factor	Volume	Volume	Volume	Volume
			4LD	E	E	1.172	339	411	1,800	C
			2LU	E	E	1.172	416	465	850	C
BASS ROAD	Summerlin Road	North HealthPark Circle								
	North HealthPark Circle	Gladiolus Drive								

FOOTNOTES:

- (1) Existing plus committed number of lanes.
- (2) Lee County roadway LOS standard based on The Lee Plan, Policy 22.1.1
- (3) Based on original turning movement counts adjusted to peak hour peak season conditions.
- (4) Lee County 2002 Traffic Count Report. Growth rate based on historic trend from 1993 to 2002.
- (5) Lee County Generalized Peak Hour Directional Service Volumes (d:\los02\input1).

EXHIBIT 10

KENNEDY HOMES AT HEALTHPARK – PHASE II

<u>Intersection</u>	<u>Movement</u>	<u>AM/PM Turn Volume</u>	<u>Posted Speed</u>	<u>Warrant Speed</u>	<u>Warrant Volume</u>	<u>Required Per AC-11-4</u>	<u>Status</u>
Bass Road/HealthPark	NB-LT	72 / 124	35	35	20	YES	Existing
Circle/Park Royal Drive	SB-RT	224 / 137	35	35	45	YES	Existing
	EB-LT	145 / 164	≤30 ⁽¹⁾	35	60	NO	Existing
	EB-RT	105 / 90	≤30 ⁽¹⁾	35	90	NO	Existing As Thru/Right

Footnote:

(1) Speed limit not posted. Assume speed limit is less than or equal to 30 mph on a local street.



EXHIBIT 11

KENNEDY HOMES AT HEALTHPARK – PHASE II

<u>Intersection</u>	<u>Movement</u>	<u>Existing Storage Length</u>	<u>Storage Demand</u>
Bass Road/North	NB-LT	230 feet	103 feet
HealthPark Circle/Park	SB-RT	195 feet	187 feet
Royal Drive	EB-LT	145 feet	137 feet

SUMMARY OF TRIP GENERATION CALCULATION
FOR 60 DWELLING UNITS OF SINGLE FAMILY DWELLINGS

	AVERAGE RATE	STANDARD DEVIATION	ADJUSTMENT FACTOR	DRIVE WAY VOLUME
AVG WKDY 2-WAY VOL	10.80	0.00	1.00	648
7-9 AM PK HR ENTER	0.21	0.00	1.00	13
7-9 AM PK HR EXIT	0.64	0.00	1.00	39
7-9 AM PK HR TOTAL	0.86	0.00	1.00	51
4-6 PM PK HR ENTER	0.72	0.00	1.00	43
4-6 PM PK HR EXIT	0.41	0.00	1.00	24
4-6 PM PK HR TOTAL	1.13	0.00	1.00	68
SATURDAY 2-WAY VOL	10.59	0.00	1.00	635
PK HR ENTER	0.58	0.00	1.00	35
PK HR EXIT	0.49	0.00	1.00	30
PK HR TOTAL	1.07	0.00	1.00	64
SUNDAY 2-WAY VOL	8.64	0.00	1.00	518
PK HR ENTER	0.61	0.00	1.00	37
PK HR EXIT	0.54	0.00	1.00	33
PK HR TOTAL	1.15	0.00	1.00	69

Note: A zero rate indicates no rate data available
The above rates were calculated from these equations:

24-Hr. 2-Way Volume: $LN(T) = .92LN(X) + 2.707$, $R^2 = .96$
7-9 AM Peak Hr. Total: $T = .7(X) + 9.477$
 $R^2 = .89$, .25 Enter, .75 Exit
4-6 PM Peak Hr. Total: $LN(T) = .901LN(X) + .527$
 $R^2 = .91$, .64 Enter, .36 Exit
AM Gen Pk Hr. Total: $T = .704(X) + 12.09$
 $R^2 = .89$, .25 Enter, .75 Exit
PM Gen Pk Hr. Total: $LN(T) = .887LN(X) + .605$
 $R^2 = .91$, .64 Enter, .36 Exit
Sat. 2-Way Volume: $LN(T) = .956LN(X) + 2.54$, $R^2 = .92$
Sat. Pk Hr. Total: $T = .886(X) + 11.065$
 $R^2 = .9$, .54 Enter, .46 Exit
Sun. 2-Way Volume: $T = 8.832(X) + -11.604$, $R^2 = .94$
Sun. Pk Hr. Total: $T = .756(X) + 23.815$
 $R^2 = .86$, .53 Enter, .47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

SUMMARY OF TRIP GENERATION CALCULATION
FOR 114 DWELLING UNITS OF RESIDENTIAL CONDOMINIUM

	AVERAGE RATE	STANDARD DEVIATION	ADJUSTMENT FACTOR	DRIVE WAY VOLUME
AVG WKDY 2-WAY VOL	6.38	0.00	1.00	728
7-9 AM PK HR ENTER	0.08	0.00	1.00	10
7-9 AM PK HR EXIT	0.41	0.00	1.00	47
7-9 AM PK HR TOTAL	0.50	0.00	1.00	57
4-6 PM PK HR ENTER	0.40	0.00	1.00	46
4-6 PM PK HR EXIT	0.20	0.00	1.00	23
4-6 PM PK HR TOTAL	0.60	0.00	1.00	68
SATURDAY 2-WAY VOL	7.37	0.00	1.00	840
PK HR ENTER	0.36	0.00	1.00	41
PK HR EXIT	0.30	0.00	1.00	35
PK HR TOTAL	0.66	0.00	1.00	75
SUNDAY 2-WAY VOL	6.27	0.00	1.00	714
PK HR ENTER	0.33	0.00	1.00	37
PK HR EXIT	0.34	0.00	1.00	39
PK HR TOTAL	0.67	0.00	1.00	76

Note: A zero rate indicates no rate data available
The above rates were calculated from these equations:

24-Hr. 2-Way Volume: $\text{LN}(T) = .85\text{LN}(X) + 2.564$, $R^2 = .83$
7-9 AM Peak Hr. Total: $\text{LN}(T) = .79\text{LN}(X) + .298$
 $R^2 = .74$, .17 Enter, .83 Exit
4-6 PM Peak Hr. Total: $\text{LN}(T) = .827\text{LN}(X) + .309$
 $R^2 = .79$, .67 Enter, .33 Exit
AM Gen Pk Hr. Total: $\text{LN}(T) = .808\text{LN}(X) + .209$
 $R^2 = .78$, .18 Enter, .82 Exit
PM Gen Pk Hr. Total: $\text{LN}(T) = .777\text{LN}(X) + .59$
 $R^2 = .8$, .65 Enter, .35 Exit
Sat. 2-Way Volume: $T = 3.615(X) + 427.925$, $R^2 = .84$
Sat. Pk Hr. Total: $T = .286(X) + 42.627$
 $R^2 = .84$, .54 Enter, .46 Exit
Sun. 2-Way Volume: $T = 3.132(X) + 357.258$, $R^2 = .88$
Sun. Pk Hr. Total: $T = .232(X) + 50.009$
 $R^2 = .78$, .49 Enter, .51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

DAVID PLUMMER & ASSOCIATES

SUMMARY OF VEHICLE MOVEMENTS

LOCATION: BASS RD @ NORTH HEALTH PARK CIR
 COUNTY : LEE
 OBSERVER: GL,BL
 WEATHER : GOOD
 ROAD CONDITION GOOD

CITY: FT MYERS
 DATE: 12/10/02
 REMARKS :

TIME		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				GRAND
BEGIN	END	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	TOTAL
07:00 AM	07:15 AM	3	20	0	23	2	44	18	64	3	2	7	12	1	8	3	12	111
07:15 AM	07:30 AM	9	28	3	40	2	45	27	74	12	0	9	21	0	3	5	8	143
07:30 AM	07:45 AM	5	20	0	25	3	63	33	99	7	0	9	16	1	4	3	8	148
07:45 AM	08:00 AM	11	24	0	35	2	77	55	134	8	1	6	15	3	10	7	20	204
08:00 AM	08:15 AM	12	22	2	36	0	59	41	100	8	1	6	15	3	5	5	13	164
08:15 AM	08:30 AM	11	26	1	38	0	59	14	73	13	2	14	29	4	3	4	11	151
08:30 AM	08:45 AM	4	21	1	26	1	44	17	62	6	1	8	15	1	1	3	5	108
08:45 AM	09:00 AM	11	22	2	35	1	62	18	81	4	1	10	15	0	1	5	6	137
09:00 AM	09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM	12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM	01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM	01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM	02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM	02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM	03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM	03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM	03:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM	03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 PM	04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 PM	04:15 PM	8	58	2	68	3	27	13	43	22	0	14	36	1	1	4	6	153
04:15 PM	04:30 PM	6	39	1	46	1	21	12	34	16	1	14	31	0	1	4	5	116
04:30 PM	04:45 PM	9	51	0	60	2	25	6	33	16	1	7	24	1	0	2	3	120
04:45 PM	05:00 PM	3	35	1	39	3	27	7	37	19	3	12	34	0	2	3	5	115
05:00 PM	05:15 PM	8	73	0	81	5	26	11	42	34	4	13	51	0	3	7	10	184
05:15 PM	05:30 PM	5	46	2	53	3	22	8	33	14	2	9	25	0	1	1	2	113
05:30 PM	05:45 PM	12	43	3	58	4	20	8	32	21	1	13	35	2	2	4	8	133
05:45 PM	06:00 PM	11	31	3	45	2	33	12	47	11	3	8	22	3	2	6	11	125

DAVID PLUMMER & ASSOCIATES HOURLY SUMMARY OF VEHICLE MOVEMENTS

LOCATION: BASS RD @ NORTH HEALTH PARK CIR
COUNTY : LEE
OBSERVER: GL,BL
WEATHER : GOOD
ROAD CONDITION GOOD

CITY: FT MYERS
DATE: 12/10/02
REMARKS :

TIME		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				GRAND
BEGIN	END	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	TOTAL
07:00 AM	08:00 AM	28	92	3	123	9	229	133	371	30	3	31	64	5	25	18	48	606
08:00 AM	09:00 AM	38	91	6	135	2	224	90	316	31	5	38	74	8	10	17	35	560
09:00 AM	10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM	02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM	04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 PM	05:00 PM	26	183	4	213	9	100	38	147	73	5	47	125	2	4	13	19	504
05:00 PM	06:00 PM	36	193	8	237	14	101	39	154	80	10	43	133	5	8	18	31	555

DAVID PLUMMER & ASSOCIATES PEAK HOUR CALCULATIONS

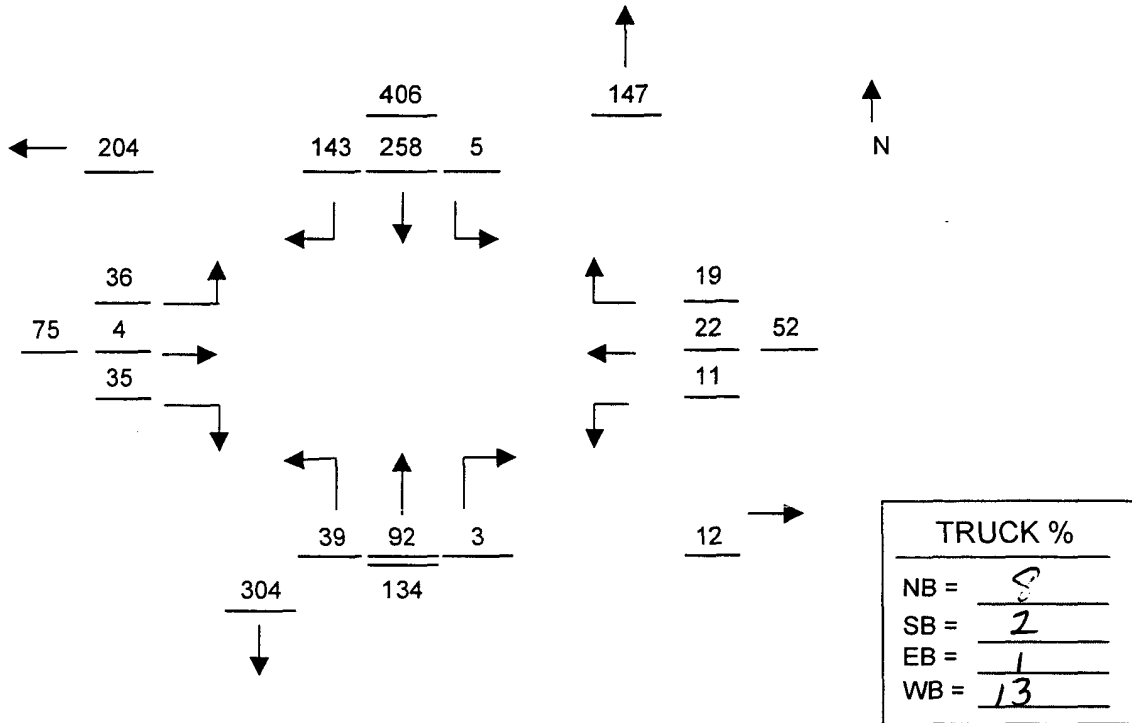
PEAK HOUR		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				GRAND
BEGIN	END	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	TOTAL
AM PEAK																		
07:30 AM	08:30 AM	39	92	3	134	5	258	143	406	36	4	35	75	11	22	19	52	667
PEAK HOUR FACTOR		0.88				0.76				0.65				0.65				0.82
MIDDAY PEAK																		
12:00 PM	01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HOUR FACTOR		#N/A				#N/A				#N/A				#N/A				#N/A
PM PEAK																		
05:00 PM	06:00 PM	36	193	8	237	14	101	39	154	80	10	43	133	5	8	18	31	555
PEAK HOUR FACTOR		0.73				0.82				0.65				0.70				0.75

FDOT/DPA ROADWAY TURNING MOVEMENT DIAGRAM

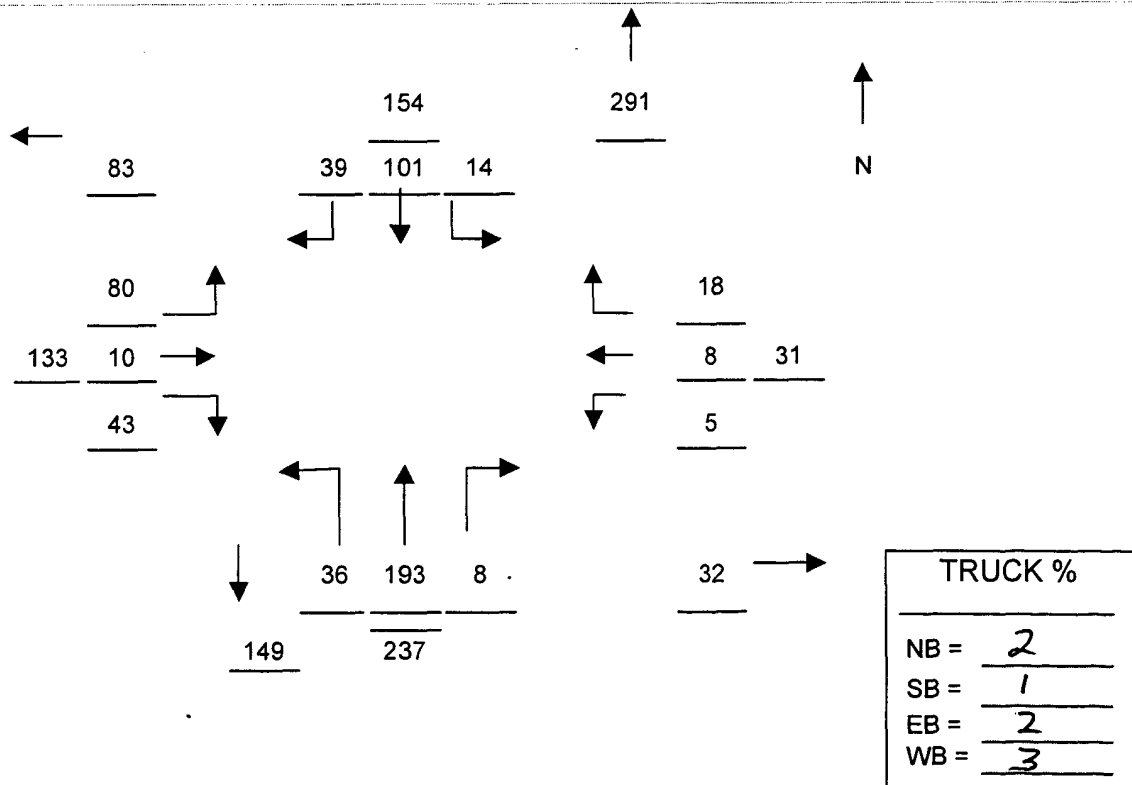
LOCATION: BASS RD @ NORTH HEALTH PARK CIR
 COUNTY : LEE
 OBSERVER: GL,BL

CITY: FT MYERS
 DATE: 12/10/02

AM Peak Hour



PM Peak Hour



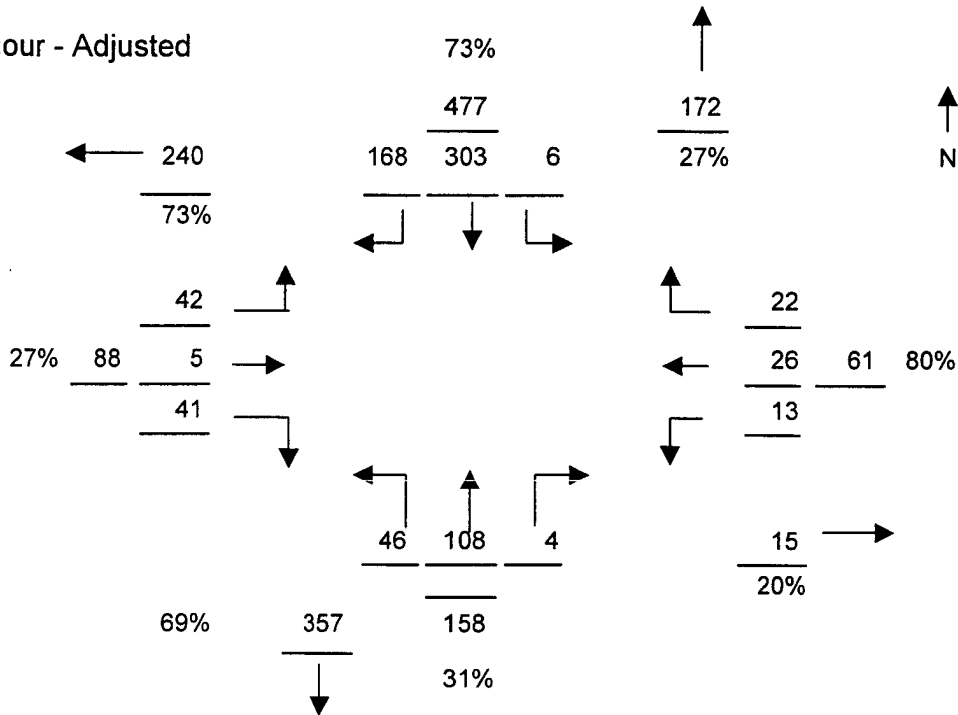
FDOT/DPA ADJUSTED TURNING MOVEMENT DIAGRAM

LOCATION: BASS RD @ NORTH HEALTH PARK CIR
 COUNTY : LEE
 OBSERVER: GL,BL

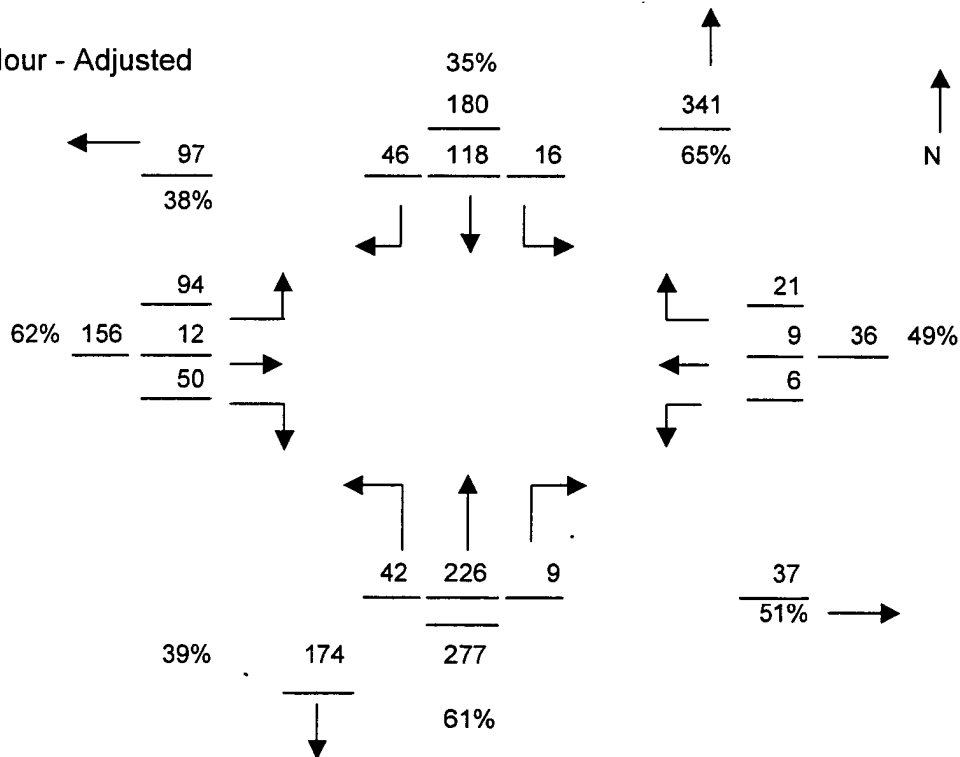
ADJUSTMENT FACTOR: 1.17

REPORT: 2002
 STATION: 19
 MONTHLY: 1
 ANNUAL: 1.17

AM Peak Hour - Adjusted



PM Peak Hour - Adjusted



HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: AM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2003
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle volumes and Adjustments

Major Street: Approach Movement	Northbound				Southbound		
	1 L	2 T	3 R		4 L	5 T	6 R
Volume	48	112	5		5	315	175
Peak-Hour Factor, PHF	0.82	0.82	0.82		0.82	0.82	0.82
Hourly Flow Rate, HFR	58	136	6		6	384	213
Percent Heavy Vehicles	8	--	--		2	--	--
Median Type	Raised curb						
RT Channelized?				No			
Lanes	1	2	1		1	2	1
Configuration	L	T	R		L	T	R
Upstream Signal?	No				No		

Minor Street: Approach Movement	Westbound				Eastbound		
	7 L	8 T	9 R		10 L	11 T	12 R
Volume	14	27	23		44	6	43
Peak Hour Factor, PHF	0.82	0.82	0.82		0.82	0.82	0.82
Hourly Flow Rate, HFR	17	32	28		53	7	52
Percent Heavy Vehicles	13	13	13		1	1	1
Percent Grade (%)	0				0		
Median Storage	2						
Flared Approach: Storage	Exists?						
RT Channelized?				No			
Lanes	1	1	1		1	1	1
Configuration	L	T	R		L	T	R

Delay, Queue Length, and Level of Service

Approach Movement Lane Config	NB 1 L	SB 4 L	Westbound			Eastbound		
			7 L	8 T	9 R	10 L	11 T	12 R
v (vph)	58	6	17	32	28	53	7	52
C(m) (vph)	936	1438	534	364	947	505	508	820
v/c	0.06	0.00	0.03	0.09	0.03	0.10	0.01	0.06
95% queue length	0.20	0.01	0.10	0.29	0.09	0.35	0.04	0.20
Control Delay	9.1	7.5	12.0	15.8	8.9	13.0	12.2	9.7
LOS	A	A	B	C	A	B	B	A
Approach Delay				12.5			11.4	
Approach LOS				B			B	

HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: PM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2003
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments							
Major Street:	Approach Movement	Northbound			Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R
Volume		44	235	10	17	123	48
Peak-Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		58	313	13	22	164	64
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type		Raised curb					
RT Channelized?		No				No	
Lanes		1	2	1	1	2	1
Configuration		L	T	R	L	T	R
Upstream Signal?		No				No	

Minor Street:	Approach Movement	Westbound			Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R
Volume		7	10	22	98	13	52
Peak Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		9	13	29	130	17	69
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)			0			0	
Median Storage	2						
Flared Approach: Storage	Exists?						
RT Channelized?				No			No
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R

Delay, Queue Length, and Level of Service								
Approach Movement	NB	SB	Westbound			Eastbound		
	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
v (vph)	58	22	9	13	29	130	17	69
C(m) (vph)	1295	1230	466	452	828	552	482	964
v/c	0.04	0.02	0.02	0.03	0.04	0.24	0.04	0.07
95% queue length	0.14	0.05	0.06	0.09	0.11	0.91	0.11	0.23
Control Delay	7.9	8.0	12.9	13.2	9.5	13.5	12.7	9.0
LOS	A	A	B	B	A	B	B	A
Approach Delay				11.0			12.0	
Approach LOS				B			B	

HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: AM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2007
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments							
Major Street:	Approach Movement	1 L	2 T	3 R	4 L	5 T	6 R
Volume		72	131	6	6	369	224
Peak-Hour Factor, PHF		0.82	0.82	0.82	0.82	0.82	0.82
Hourly Flow Rate, HFR		87	159	7	7	450	273
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type	Raised curb						
RT Channelized?				No			No
Lanes		1	2	1		1	2
Configuration		L	T	R		L	T
Upstream Signal?			No			No	
Minor Street:	Approach Movement	7 L	8 T	9 R	10 L	11 T	12 R
Volume		16	34	27	145	15	105
Peak Hour Factor, PHF		0.82	0.82	0.82	0.82	0.82	0.82
Hourly Flow Rate, HFR		19	41	32	176	18	128
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)			0			0	
Median Storage		2					
Flared Approach: Storage		Exists?					
RT Channelized?				No			No
Lanes		1	1	1		1	1
Configuration		L	T	R		L	T

Delay, Queue Length, and Level of Service								
Approach Movement	NB 1 L	SB 4 L	Westbound 7 L	8 T	9 R	Eastbound 10 L	11 T	12 R
Lane Config	L	L	L	T	R	L	T	R
v (vph)	87	7	19	41	32	176	18	128
C(m) (vph)	836	1410	412	283	930	428	446	781
v/c	0.10	0.00	0.05	0.14	0.03	0.41	0.04	0.16
95% queue length	0.35	0.01	0.14	0.50	0.11	1.97	0.13	0.58
Control Delay	9.8	7.6	14.2	19.9	9.0	19.2	13.4	10.5
LOS	A	A	B	C	A	C	B	B
Approach Delay				14.9			15.4	
Approach LOS				B			C	

HCS2000: Unsignalized Intersections Release 4.1c

TWO-WAY STOP CONTROL SUMMARY

Analyst: GS
 Agency/Co.: David Plummer & Associates
 Date Performed: 8/14/2003
 Analysis Time Period: PM Peak Hour, Peak Season
 Intersection: Bass Road @ N HealthPark Cir
 Jurisdiction: Lee County
 Units: U. S. Customary
 Analysis Year: 2007
 Project ID: Kennedy Homes at HealthPark Rezoning - 03613
 East/West Street: N HealthPark Circle/Park Royal
 North/South Street: Bass Road
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments							
Major Street:	Approach Movement	Northbound			Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R
Volume		124	275	12	20	144	137
Peak-Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		165	366	16	26	192	182
Percent Heavy Vehicles		8	--	--	2	--	--
Median Type	Raised curb						
RT Channelized?				No			No
Lanes		1	2	1	1	2	1
Configuration		L	T	R	L	T	R
Upstream Signal?			No			No	

Minor Street:	Approach Movement	Westbound			Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R
Volume		8	20	26	164	19	90
Peak Hour Factor, PHF		0.75	0.75	0.75	0.75	0.75	0.75
Hourly Flow Rate, HFR		10	26	34	218	25	120
Percent Heavy Vehicles		13	13	13	1	1	1
Percent Grade (%)			0			0	
Median Storage	2						
Flared Approach: Exists?	Storage						
RT Channelized?				No			No
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R

Delay, Queue Length, and Level of Service								
Approach Movement Lane Config	NB	SB	Westbound			Eastbound		
	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
v (vph)	165	26	10	26	34	218	25	120
C(m) (vph)	1139	1173	285	282	795	333	322	945
v/c	0.14	0.02	0.04	0.09	0.04	0.65	0.08	0.13
95% queue length	0.51	0.07	0.11	0.30	0.13	4.36	0.25	0.43
Control Delay	8.7	8.1	18.1	19.1	9.7	34.1	17.1	9.4
LOS	A	A	C	C	A	D	C	A
Approach Delay				14.4			24.8	
Approach LOS				B			C	

APPENDIX D
TURN LANE STORAGE CALCULATION
UNSIGNALIZED INTERSECTION

Input Parameters

Intersection:

Bass Road/North HealthPark Circle

Scenario:

2007 Peak Hour, Peak Season

NB Left-Turn vph:
NB Right-Turn vph:
SB Left-Turn vph:
SB Right-Turn vph:
EB Left-Turn vph:
EB Right-Turn vph:
WB Left-Turn vph:
WB Right-Turn vph:

V2	124
V9	N/A
V4	N/A
V10	224
V6	164
V11	N/A
V8	N/A
V12	N/A

(1)

Storage Length

103	Feet
N/A	Feet
N/A	Feet
187	Feet
137	Feet
N/A	Feet
N/A	Feet
N/A	Feet

Footnotes:

(1) $Storage\ Length = 2 * (25/60) * V$

Source: Manual of Uniform Standards For Design, Construction and Maintenance For Streets and Highways, State of Florida.

MEMORANDUM
FROM THE
DEPARTMENT OF
COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES DIVISION

DATE: January 8, 2004

TO: Whom it may concern

FROM: Development Services Division
(Jamie Prining)

RE: (DCI2003-00068 Healthpark Florida) withdrawal

A Courtesy Notice of Receipt of Zoning Application was mailed to property owners within 500 feet of the subject property for the above referenced case on (10/07/2003). An application for **withdrawal** was submitted for this case on (12/31/2003); therefore, this case has been officially withdrawn. Should the applicant submit another application in the future, another courtesy notice will be mailed to you.

04-46-24-01-00000.0050
LANDRY BETTY L

16448 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-00-00004.0010
PRESBYTERIAN CH WESTMINSTER

9065 LIGON CT

FORT MYERS FL 33908

04-46-24-00-00005.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

04-46-24-00-00008.0020
LEE COUNTY

P O BOX 398

FT MYERS FL 33902

04-46-24-01-00000.0010
LEVINE STEPHEN

16480 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0030
PIERCE CLIFFORD D + CONNIE S

16464 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0060
CRIST GREGORY P

P O BOX 6501

FORT MYERS FL 33911

04-46-24-01-00000.0080
YOUNGQUIST ROY G + JOAN

16426 RAINBOW MEADOWS CT

FT MYERS FL 33908

04-46-24-01-00000.0100
RODRIGUEZ MARIO EDWARD

2 LANGLEY LN

OLD WESTBURY NY 11568

04-46-24-07-00000.00A0
ATLANTIC STATES BANK

16700 BASS RD

FORT MYERS FL 33908

03-46-24-00-00000.00000
WEINER KENNETH A TR +

4291 FULTON CIR

FT MYERS FL 33905

04-46-24-00-00005.0000
PRESBYTERIAN CH WESTMINSTER

9065 LIGON CT

FORT MYERS FL 33908

04-46-24-00-00008.0000
HELMERICH FRANK W II TR

5845 RIVERSIDE LANE

FT MYERS FL 33919

04-46-24-00-00009.0000
FLORIDA POWER + LIGHT CO
ATTN:PROPERTY TAX DEPT-JLM
PO BOX 14000

JUNO BEACH FL 33408

04-46-24-01-00000.0020
KESSNER RONALD D + HEDWIG H

16472 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0040
WATTS TED ALLEN + MARGARET M

16456 RAINBOW MEADOWS CT

FT MYERS FL 33908

04-46-24-01-00000.0070
HIGHBAUGH DANIEL R

16434 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0090
DAWSON CAROL D + EDITH B

16418 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-07-00000.000A
SUMMERLIN PARK SUBD

OF SEC AS DESC IN PB 64 PGS 72-74

04-46-24-07-00000.00D0
SUMMERLIN PARK INVESTMENTS LTD

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-07-00000.00G0
SUMMERLIN PARK INVESTMENTS LTD

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-15-00000.000A
VERANO PROFESSIONAL PARK

9730 COMMERCE CENTER CT

FORT MYERS FL 33908

04-46-24-15-00102.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00102.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00105.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

33-45-24-00-00006.0020
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
SUITE 100
FT MYERS FL 33919

33-45-24-15-00000.1500
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

04-46-24-07-00000.0000
SUMMERLIN PARK PROPERTY

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-15-00000.00CE
VERANO PROFESSIONAL PARK

9730 COMMERCE CENTER CT

FORT MYERS FL 33908

04-46-24-15-00102.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00105.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00105.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

09-46-24-05-00020.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

32-45-24-01-00000.0000
LEE HEALTH VENTURES INC

9800 SOUTH HEALTHPARK DR
SUITE 208
FORT MYERS FL 33908

33-45-24-15-0000D.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000L.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000R.0000
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

34-45-24-00-00002.0090
WALGREEN CO

200 WILMOT RD

DEERFIELD IL 60015

34-45-24-00-00011.0000
BIGGAR GORDON M TR

6050 SW 116TH ST

MIAMI FL 33156

UCT 2003-000608

33-45-24-15-0000E.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000M.0000
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

34-45-24-00-00002.0010
HERMES INVESTMENT COMPANY

% WILLIAM KEYES
P O DRAWER 790
FORT MYERS FL 33902

34-45-24-00-00010.0020
FLORIDA POWER + LIGHT CO
ATTN PROPERTY TAX DEPT JLM
PO BOX 14000

JUNO BEACH FL 33408

Barbara England, CAM (*Iona/McGregor)
Lexington Country Club
16257 Willowcrest Way
Ft. Myers, FL 33908

LABELS

LABELS

LABELS

LABELS

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PART I AFFIDAVIT A2

AFFIDAVIT

APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, * Douglas A. Dodson as President
of Lee Health Ventures, Inc. d/b/a HealthPark Florida, swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I am hereby authorizing the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

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

*Name of Entity (corporation, partnership, LLP, LC, etc)

Douglas A. Dodson
Signature

Douglas A. Dodson

(Type or printed name)

President

(title of signatory)

RECEIVED
SEP 30 2003

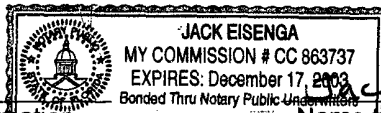
STATE OF Florida

COUNTY OF Lee

PERMIT COUNTER

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 09/11/03
(date) by Douglas A. Dodson (name of person providing oath or affirmation),
who is personally known to me or who has produced (type of
identification) as identification.

Jack Eisenga
Signature of person taking oath or affirmation



Jack Eisenga
Name typed, printed or stamped

Title or rank

DCI 2003-00068

Serial number, if any

*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trustee, then they must include their title of "trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership

RECEIVED

EXHIBIT I-D-1 or I-D-2
DISCLOSURE OF INTEREST FORM FOR:

SEP 17 2003

STRAP NO. 33-45-24-00-00003.0020

CASE NO. _____

JOHNSON ENGINEERING

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

Name and Address

Percentage of Ownership

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

Name, Address, and Office

Percentage of Stock

Lee Health Ventures, Inc.

d/b/a HealthPark Florida

9800 S. HealthPark Drive, Suite 405

Fort Myers, Florida 33908

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

(over)

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

Name, Address & Office (if applicable)

Percentage of Stock

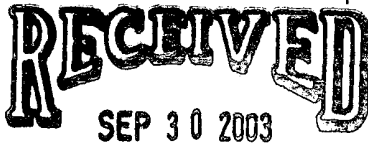
Date of Contract: _____

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

Name and Address

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

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



Signature: _____

Douglas A. Dodson
(Applicant)

Douglas A. Dodson, President
(Printed or typed name of applicant)

PERMIT COUNTER

STATE OF FLORIDA
COUNTY OF LEE

DCI 2003-00068

The foregoing instrument was certified and subscribed before me this

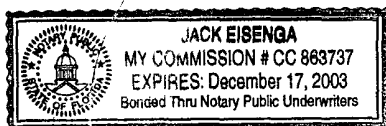
11th day of September 2003,

by Douglas A. Dodson, President, Lee Health Ventures, Inc.

who is personally known to me or who has

produced _____ as identification.

(SEAL)



Jack Eisenga
Signature of notary public

Jack Eisenga
Printed name of notary public

LETTER OF AUTHORIZATION

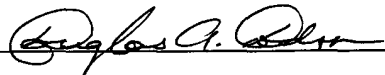
TO: THE LEE COUNTY DIVISION OF DEVELOPMENT SERVICES

FROM: LEE HEALTH VENTURES, INC.

RE: HEATHPARK CPD

Please be advised that we hereby authorize Johnson Engineering, Inc. & Henderson, Franklin, Starnes & Holt, P.A. to apply for and permit a Lee County Planned Development for the above referenced property.

LEE HEALTH VENTURES, INC.

By: 

Name: Douglas A. Dodson

Title: President

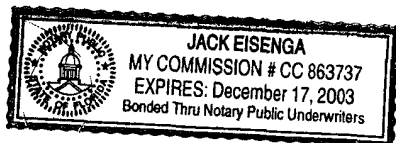
Address: 9800 S. HealthPark Drive, Suite 405
Fort Myers, Florida 33908

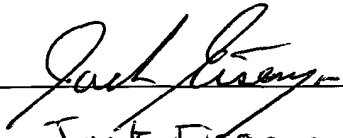
Tele: (239) 489-0023

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of August, 2003, by Douglas A. Dodson who is personally known to me or had produced _____ as identification and who did (did not) take an oath.

(SEAL)




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

RECEIVED
SEP 30 2003

PERMIT COUNTER

DCI 2003-00068

December 31, 2003

Mr. Chip Block
Lee County Department of Community Development
1500 Monroe Street, 2nd Floor
Fort Myers, Florida 33901

Re: HealthPark Florida CPD Amendment (HealthPark Florida East)
DCI2003-00068

Dear Mr. ~~Block~~: *Chip*

Please find attached an Application for Request for Withdrawal of the application for amendment to the CPD, which was filed with Lee County on September 30, 2003. At this time, the applicant has chosen to develop within the confines of the current zoning and hereby withdraws the above application. Please refund the unused portion of the filing fee.

Should you require additional information or if you have any questions, please feel free to contact us.

Very Truly Yours,

JOHNSON ENGINEERING, INC.



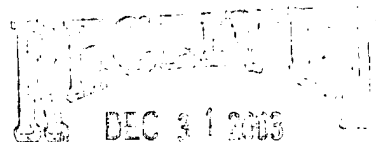
Patricia H. Newton

Enclosures

PHN/ajg

JEI #20033872.01.1

DCI 2003-00068



PERMIT COUNTY



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 239-479-8371

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. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

November 3, 2003

MRS. PATRICIA H NEWTON
2158 JOHNSON STREET
FORT MYERS, FL 33902

Re: HEALTHPARK FLORIDA
DCI2003-00068 - PDA Application (PD Amendment)

Dear MRS. PATRICIA H NEWTON :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be sufficient. Please respond to each requirement not satisfied on the attached sufficiency checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Alvin Block, AICP
Principal Planner

MRS. PATRICIA H NEWTON
RE: HEALTHPARK FLORIDA
DCI2003-00068
November 3, 2003
Page 2

cc: Pamela Houck, Division Director
Paul O'Connor, Planning
Joan Henry, Assistant County Attorney
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Billie Jacoby, DCD Admin
Don Blackburn, Development Review
DCI Zoning File
DCI Working File

MRS. PATRICIA H NEWTON
RE: HEALTHPARK FLORIDA
DCI2003-00068
November 3, 2003
Page 3

Legal Requirements Sufficiency Checklist

6a3) If the application includes multiple abutting parcels or consists of other than one or more undivided platted lots, the legal description must specifically describe the perimeter of the total property, by metes & bounds with accurate bearings and distances for every line, but need not describe each individual parcel. [34-202(a)(1)]

Please submit on an 8.5" by 11" page.

6c) Boundary Survey. A boundary survey meeting the minimum technical standards for land surveying in the state, as set out in chapter 61G 17-6, FAC, is required for property encompassing 10 or more acres and for all Planned Development applications. [34-202(a)(2)]

6c3) If the property encompasses 10 or more acres the survey must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment). [34-202(a)(2)]

"The county prefers the coordinate be for the point of beginning"

7) Miscellaneous Items.

Sufficiency or non-applicability of Legal Requirements subject to change upon review of subsequent resubmittals.

8) Contact. The Planner may be contacted regarding any questions on this Checklist.

Please contact Luis G. Machado, Planning Technician / Zoning at (239) 479-8485 or e-mail: lmachado@leegov.com for any question on the Legal Requirements Checklist.

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning

1) Initiation of Application-Legal Requirements. Ownership. Except for Condominiums, Timeshare Condominiums, or Subdivisions, where there is more than one owner, either legal or equitable, all such owners must jointly initiate the application or petition. [34-201(a)(1)a.]

Please refer to the following.

MRS. PATRICIA H NEWTON
RE: HEALTHPARK FLORIDA
DCI2003-00068
November 3, 2003
Page 4

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.]

The property involved with this application seems to include numerous owners without Disclosure of Interest forms submitted for them. The applicant does not include the names of stockholders. It will be necessary to make sure that we have all Disclosures of Interest for ownership with this planned development.

6) All applications requiring a public hearing must include the following: [34-202(a)]

Please refer to the following.

6a) Legal description. The request must include a legal description of the property upon which the action is to be initiated. [34-202(a)(1)]

Please refer to the Legal Requirements section of this checklist for details.

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. [34-202(a)(5)]

Please make sure that the application is clear by including the names of all property owners within boundaries of this application, in accordance with this Section.

6n) If blasting is proposed, the application must show location of the blasting and demonstrate what measures will be used to ameliorate any negative impacts. This must include soil borings, drawings showing the location(s) of the blasting, and any other information deemed necessary to allow compatibility analysis. [34-202(b)(6)]

The answer supplied to this portion of the application indicates that blasting is not applicable. This does not state Yes or No. Please revise the application to provide this answer, and the information required by this Section, if applicable.

9) Description of existing conditions. The application for a Planned Development must be accompanied by the following: [34-373(a)(4)]

Please refer to the following.

MRS. PATRICIA H NEWTON
RE: HEALTHPARK FLORIDA
DCI2003-00068
November 3, 2003
Page 5

9b) Map of Roads. A map showing the location of the property to be developed in relation to arterial and collector streets as well as the location of existing easements and rights-of-way on abutting property. [34-373(a)(4)b]

Please provide the information required by this Section.

10) Lee Plan Compliance Narrative. A narrative explanation as to how the proposed development complies with the Lee Plan, as well as the guidelines for decision-making embodied in sections 34-145(c)(2)a. and e., and 34-145(d)(3). [34-373(a)(5)]

Since this is an application for rezoning from CPD to MPD which will undergo a detailed review for consistency with the Lee Plan, please provide the information required by this Section.

12) Scale of Plans/Required Information. The Master Concept Plan must be clearly legible and drawn at a scale sufficient to adequately show and identify the following information: [34-373(a)(6)]

Please refer to the following.

12c) Streets. If it is a subdivision, the plan must also show the general location of all proposed internal street rights-of-way or easements, and the general location of all points of vehicular ingress and egress from the proposed internal rights-of-way or easements into multiple-family, commercial or industrial use lots. [34-373(a)(6)b.]

The applicant is proposing a rezoning which includes the potential development of a subdivision. Please revise the Master Concept Plan to provide the information required by this Section. The proposed Plan does not provide this specificity.

12d) Other Master Concept Plan Parcel Requirements. Where the subject property is to be divided into lots or parcels, the Master Concept Plan must indicate the following: [34-373(a)(6)c.]

Please refer to the following.

12d1) Parcels/Lots. The general location, configuration, and approximate dimensions of each lot or parcel (including outparcels). [34-373(a)(6)c.]

The Plan does not provide the general location, configuration, and approximate dimension of each proposed lot or parcel as required by this Section. Please revise the Plan to provide this information.

MRS. PATRICIA H NEWTON
RE: HEALTHPARK FLORIDA
DCI2003-00068
November 3, 2003
Page 6

12d4) Uses. The proposed use of each lot or parcel (including outparcels) keyed to the list of proposed uses submitted with the application. If the property development regulations for a specific zoning district will be used, reference to the specific district will be sufficient. [34-373(a)(6)c.]

The proposed use of each lot or parcel within this development is not specified on the proposed Master Concept Plan. Please key the use of each parcel to the list of proposed uses within the requested Schedule of Uses, as required by this Section.

12e) Development Areas. Individual development areas (i.e. residential, retail, office, manufacturing, mixed use-listed, etc.) must be identified with detail showing the following: [34-373(a)(6)d.]

Please refer to the following.

12e2) Height. The maximum height, in feet and number of habitable stories, of any proposed buildings or structures. If parking under the buildings is proposed, the number of stories proposed for parking must be indicated and included in the total maximum height of the buildings. [34-373(a)(6)d.ii.]

The proposed height on Sheet 2 of the Master Concept Plan conflicts with the height proposed in Deviation 13. Please make sure both provide for the maximum height proposed within the planned development.

12e3) Residential Dwelling Units. If residential is proposed, the maximum number of dwelling units by type. [34-373(a)(6)d.iii.]

A review of the application states on the Master Concept Plan the number of dwelling units proposed in the development. Part 1.D of the application provides a separate number. Please review the entire application and make sure that the proposed number of dwelling units is provided in accordance with this Section.

12e4) Hotel/Motel. If hotel or motel is proposed, the number of rooms, by size. [34-373(a)(6)d.iv.]

The Master Concept Plan does not provide the information required by this Section. Please revise the Plan to provide this required information.

12e6) Commercial/Industrial. If commercial or industrial is proposed, the type(s) and the total floor area of each type. [34-373(a)(6)d.vi.]

The proposed Master Concept Plan does not go into enough detail to provide for what the intensity will be for each of the commercial use types as provided for within this Section of the Code. Please revise this application to provide this required information.

MRS. PATRICIA H NEWTON
RE: HEALTHPARK FLORIDA
DCI2003-00068
November 3, 2003
Page 7

12f) Service Areas. The general location of service areas for delivery of goods or services must be shown for all developments that are not residential subdivisions. [34-373(a)(6)e.]

Please revise the Master Concept Plan to provide the information required by this Section.

15) Schedule of Deviations. A schedule of deviations and a written justification for each deviation requested as part of the master Concept Plan must be submitted. The location of each requested deviation must be indicated on the Master Concept Plan. [34-373(a)(9)]

Please revise the proposed list of Deviations. Since this application will replace the existing zoning actions, it will be necessary to revise the list to remove the indication of the ones withdrawn. Then please renumber the remaining deviations. Also make sure that as these are changed in the list, their location and number on the Master Concept Plan is also revised to reflect the changes. Please provide the justification for each of the remaining requested deviations.

15a) Deviation Documentation and Detail Drawings. Documentation including sample detail drawings must be provided illustrating how each deviation will operate to the benefit, or at least not to the detriment, of the public interest. [34-412(a)]

Please make sure that sample detail drawings for each of the requested deviations has been provided, as required by this Section.

20) Contact. The Zoning Planner may be contacted regarding any questions on the Planned Development Sufficiency Checklist.

You may contact Chip Block at 239-479-8371 if you have any questions about this portion of the checklist.

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUFFICIENCY REVIEW
TRANSMITTAL SHEET

TO: Distribution

FROM: Alvin Block, AICP

DATE: 10/16/2003

TIS Reviewer - Bob Rentz
Andy Getch, LCDOT

*** REVIEWERS - remember permit plan checklists should now be used.**

PROJECT NAME: HEALTHPARK FLORIDA

CASE #: DCI2003-00068

INFORMATION SUMMARY:

RESUBMITTAL

- ☐ To update your file
☒ Review and forward sufficiency
questions or make finding of
sufficiency

RESPONSE REQUIRED BY: 10/30/2003

Additional Comments:

(DCI) Lee County LDC Section 34-373(d)(1).
Sufficiency and Completeness

No hearing will be scheduled for an application for a Planned Development until the application has been found sufficient. All applications for Planned Developments will be deemed sufficient unless a letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of submittal of the application. All amended applications will be deemed sufficient unless a subsequent letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of the date of the resubmittal. The contents of insufficiency letters will be limited to brief explanations of the manner in which insufficient applications do not comply with the formal requirements in Section 34-373.

cc: DCI planner/working file
DCI Zone File

Distributed by: Billie Jacoby

Date: 10/17/2003

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUFFICIENCY REVIEW
TRANSMITTAL SHEET

TO: Distribution

FROM: Alvin Block, AICP

DATE: 09/30/2003

Joan Henry, Asst. County Attorney
TIS Reviewer - Bob Rentz
DS Reviewer - Don Blackburn
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Stephanie Keyes, Lee County School District
Roland Ottolini, Natural Resources
Jerry Murphy, Zoning

*** REVIEWERS - remember permit plan checklists should now be used.**

PROJECT NAME: HEALTHPARK FLORIDA

CASE #: DCI2003-00068

INFORMATION SUMMARY:

NEW SUBMITTAL

- ☐ To update your file
☒ Review and forward sufficiency
questions or make finding of
sufficiency

RESPONSE REQUIRED BY: 10/14/2003

Additional Comments:

(DCI) Lee County LDC Section 34-373(d)(1).

Sufficiency and Completeness

No hearing will be scheduled for an application for a Planned Development until the application has been found sufficient. All applications for Planned Developments will be deemed sufficient unless a letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of submittal of the application. All amended applications will be deemed sufficient unless a subsequent letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of the date of the resubmittal. The contents of insufficiency letters will be limited to brief explanations of the manner in which insufficient applications do not comply with the formal requirements in Section 34-373.

cc: DCI planner/working file
DCI Zone File

Distributed by: Jessica M Smith

Date: 10/01/2003



Case # DCI2003-00068

Jurisdiction : Lee County

Agent/Applicant :

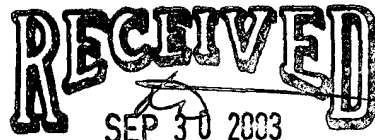
Owner LEE HEALTH VENTURES
9800 HEALTHPARK CIR STE 208
FT MYERS FL 33908

Description of Request

Following is a list of submittal requirements which were missing from your application received on 9/30/03

Electronic Vers of Legal Descrip (1 copy required)
Comment: WILL BRING ON 10-01-2003

This document is for informational purposes only and is not intended to be construed as a finding of sufficiency or completeness of the application or documentation submitted.



PERMIT COUNTER

LETTER OF TRANSMITTAL

Via: ☐ Regular Mail
☐ Federal Express
☒ Hand Delivery

To: Chip Block
 2nd Floor
 1500 Monroe Street
 Fort Myers, FL 33901



Date: October 16, 2003
 Project No. 20033872
 Project Name HealthPark PD Amendment
 DCI2003-00068

PERMIT COUNTER

We are sending you the following: ☒ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
4		Original Traffic Impact Statement

These are transmitted as checked below:

☐ For approval	☐ Approved as submitted	☐ As requested
☐ For your information	☐ Approved as noted	☒ See remarks
☐ For review and comment	☐ Returned for corrections	

Remarks: Accidentally left out of original submittal.

Copy:

Signed:

Name:

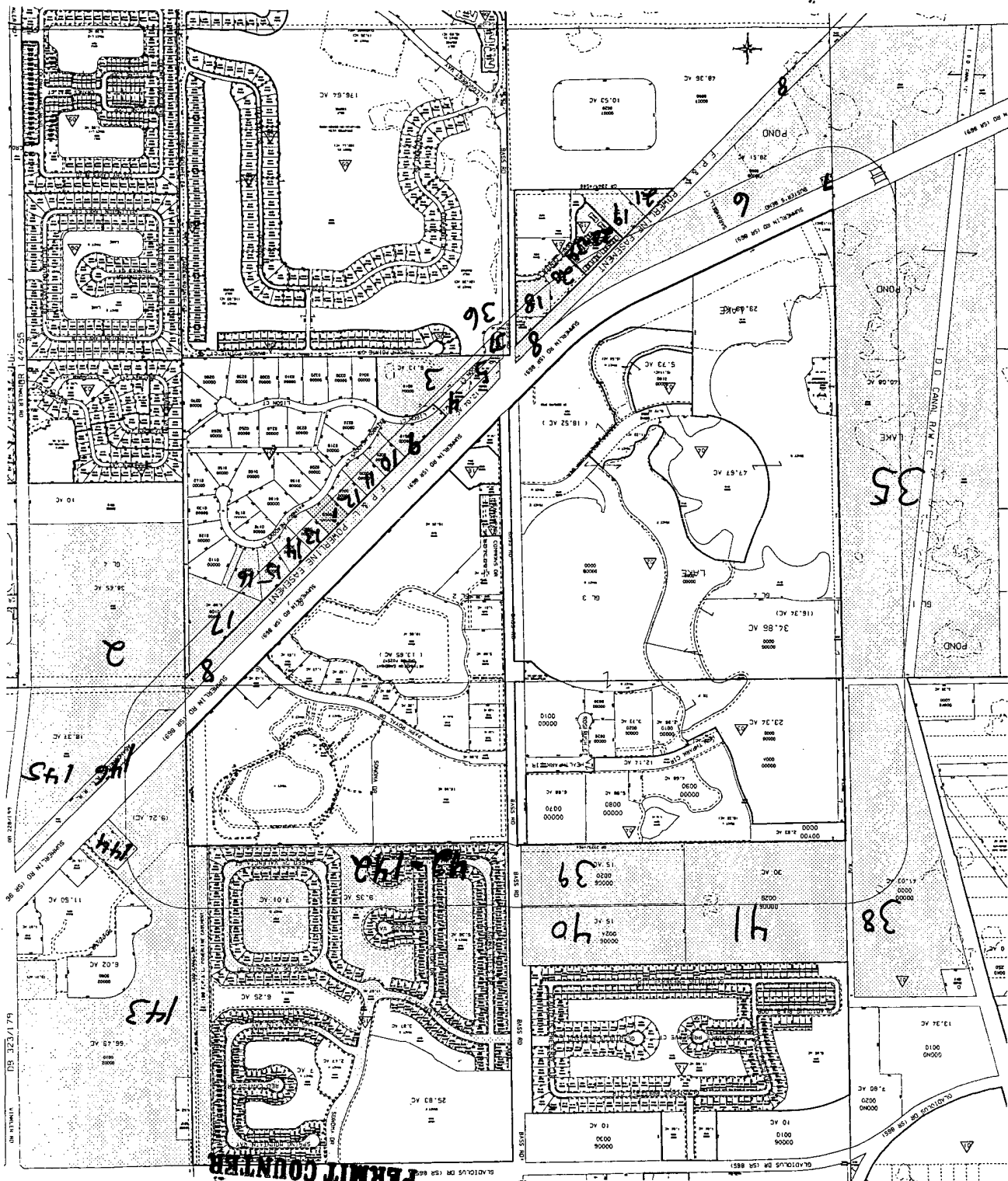
Anthony Garn

Title:

Planning Technician

SEP 30 2003

89000-5007 DCI



EXHIBITS PH-3.G.1 and PH-3.G.2

Surrounding Property Owners List and Map

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

1 04-46-24-01-00000.0050

RAINBOW FARMS PB 32 PG 46
LOT 5

***** OWNER *****
LANDRY BETTY L

***** SITE *****

16448 RAINBOW MEADOWS CT
FORT MYERS FL 33908

16448 RAINBOW MEADOWS CT
Fort Myers 33908

2 03-46-24-00-00001.0000

N W 1/4 OF N W 1/4 OF SEC

***** OWNER *****
WEINER KENNETH A TR +

***** SITE *****

4291 FULTON CIR
FT MYERS FL 33905

16100 WINKLER RD
Fort Myers 33908

3 04-46-24-00-00004.0010

PARL IN N E 1/4 SEC 04 DE
SC IN OR 593 PG 60 LESS R
AINBOW FARMS SUB

***** OWNER *****
PRESBYTERIAN CH WESTMINSTER

***** SITE *****

9065 LIGON CT
FORT MYERS FL 33908

9065 LIGON CT
Fort Myers 33908

4 04-46-24-00-00005.0000

PARL IN SW COR OF NE 1/4
SEC 4 TWP 46 R 24 LESS OR
2623 PG 1934

***** OWNER *****
PRESBYTERIAN CH WESTMINSTER

***** SITE *****

9065 LIGON CT
FORT MYERS FL 33908

0 LIGON CT
Fort Myers 33908

 *** VARIANCE REPORT ***

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

Page 2 of 38

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

5 04-46-24-00-00005.00CE

PAR IN SW COR OF NE1/4 AD
 J TO RAINBOW FARMS DESC O
 R2623/1936 + VAC R/W COMMO
 ***** SITE *****

***** OWNER *****
 LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

9071 LIGION CT

FT MYERS

FL 33908

Fort Myers

33908

6 04-46-24-00-00008.0000

SW 1/4 N OF RR AND S OF P
 ROPOSED S R 869 LESS PAR
 L 8.0020

***** OWNER *****
 HELMERICH FRANK W II TR

***** SITE *****

5845 RIVERSIDE LANE

SUMMERLIN RD

FT MYERS

FL 33919

Fort Myers

33908

7 04-46-24-00-00008.0020

A PARL OF LAND IN SEC 04
 TWP 46 R 24 AS DESC IN OR
 1586 PG 2302

***** OWNER *****
 LEE COUNTY

***** SITE *****

P O BOX 398

SUMMERLIN RD

FT MYERS

FL 33902

Fort Myers

33908

8 04-46-24-00-00009.0000

STRIP OF LAND 100 FT.WIDE
 FORMER SAL RR R/W LESS O
 R 2082 PG 1929

***** OWNER *****
 FLORIDA POWER + LIGHT CO
 ATTN:PROPERTY TAX DEPT-JLM
 PO BOX 14000

***** SITE *****

FPL EASEMENT

JUNO BEACH

FL 33408

Fort Myers

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

9 04-46-24-01-00000.0010

RAINBOW FARMS PB 32 PG 44
 LOT 1

***** OWNER *****
 LEVINE STEPHEN

***** SITE *****

16480 RAINBOW MEADOWS CT
 FORT MYERS FL 33908

16480 RAINBOW MEADOWS CT
 Fort Myers 33908

10 04-46-24-01-00000.0020

RAINBOW FARMS PB 32 PG 44
 LOT 2

***** OWNER *****
 KESSNER RONALD D + HEDWIG H

***** SITE *****

16472 RAINBOW MEADOWS CT
 FORT MYERS FL 33908

16472 RAINBOW MEADOWS CT
 Fort Myers 33908

11 04-46-24-01-00000.0030

RAINBOW FARMS PB 32 PG 44
 LOT 3

***** OWNER *****
 PIERCE CLIFFORD D + CONNIE S

***** SITE *****

16464 RAINBOW MEADOWS CT
 FORT MYERS FL 33908

16464 RAINBOW MEADOWS CT
 Fort Myers 33908

12 04-46-24-01-00000.0040

RAINBOW FARMS PB 32 PG 46
 LOT 4

***** OWNER *****
 WATTS TED ALLEN + MARGARET M

***** SITE *****

16456 RAINBOW MEADOWS CT
 FT MYERS FL 33908

16456 RAINBOW MEADOWS CT
 Fort Myers 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

13 04-46-24-01-00000.0060

RAINBOW FARMS PB 32 PG 46
LOT 6

***** OWNER ***** SITE *****
CRIST GREGORY P

P O BOX 6501

OBOR

FORT MYERS FL 33911

14 04-46-24-01-00000.0070

RAINBOW FARMS PB 32 PG 46
LOT 7

***** OWNER ***** SITE *****
HIGHBAUGH DANIEL R

16434 RAINBOW MEADOWS CT

16434 RAINBOW MEADOWS CT

FORT MYERS FL 33908

Fort Myers 33908

15 04-46-24-01-00000.0080

RAINBOW FARMS PB 32 PG 46
LOT 8

***** OWNER ***** SITE *****
YOUNGQUIST ROY G + JOAN

16426 RAINBOW MEADOWS CT

16426 RAINBOW MEADOWS CT

FT MYERS FL 33908

Fort Myers 33908

16 04-46-24-01-00000.0090

RAINBOW FARMS PB 32 PG 46
LOT 9

***** OWNER ***** SITE *****
DAWSON CAROL D + EDITH B

16418 RAINBOW MEADOWS CT

16418 RAINBOW MEADOWS CT

FQRT MYERS FL 33908

Fort Myers 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

17 04-46-24-01-00000.0100

RAINBOW FARMS PB 32 PG 46
 LOT 10

***** OWNER *****
 RODRIGUEZ MARIO EDWARD

***** SITE *****

2 LANGLEY LN

16414 RAINBOW MEADOWS CT

OLD WESTBURY NY 11568

Fort Myers

33908

04-46-24-07-00000.000A

RLIN PARK HDR:SUMM
 MYERS FT
 33908
 UT7.00

***** OWNER *****
 SUMMERLIN PARK SUBD

***** SITE *****

0

0

OF SEC

AS DESC IN PB 64 PGS 72-74

33908

18 04-46-24-07-00000.00A0

SUMMERLIN PARK
 PB 64 PGS 72-74
 LOT A

***** OWNER *****
 ATLANTIC STATES BANK

***** SITE *****

16700 BASS RD

16700 BASS RD

FORT MYERS FL 33908

FT MYERS

19 04-46-24-07-00000.00D0

SUMMERLIN PARK
 PB 64 PGS 72-74
 LOT D

***** OWNER *****
 SUMMERLIN PARK INVESTMENTS LTD

***** SITE *****

997 N COLLIER BLVD STE G

9740 COMMERCE CENTER CT

MARCO ISLAND FL 34145

FT MYERS

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

 2 04-46-24-07-00000.00G0

SUMMERLIN PARK
 PB 64 PGS 72-74
 LOT G

***** OWNER *****
 SUMMERLIN PARK INVESTMENTS LTD

***** SITE *****

997 N COLLIER BLVD STE G

9710 COMMERCE CENTER CT

MARCO ISLAND

FL 34145

FT MYERS

 2 04-46-24-07-0000H.0000

SUMMERLIN PARK
 PB 64 PGS 72-74
 TRACTS H + J

***** OWNER *****
 SUMMERLIN PARK PROPERTY

***** SITE *****

997 N COLLIER BLVD STE G

ACCESS UNDETERMINED

MARCO ISLAND

FL 34145

 04-46-24-15-00000.000A

VERANO PROFESSIONAL PARK
 DESC IN OR 3819 PG 4396

***** OWNER *****
 VERANO PROFESSIONAL PARK

***** SITE *****

9730 COMMERCE CENTER CT

HDR VERANO PROFESSIO

FORT MYERS

FL 33908

 2 04-46-24-15-00000.00CE

VERANO PROFESSIONAL PARK
 DESC IN OR 3819 PG 4396 C
 OMMON ELEMENTS

***** OWNER *****
 VERANO PROFESSIONAL PARK

***** SITE *****

9730 COMMERCE CENTER CT

COMMON ELEMENT

FQRT MYERS

FL 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

23 04-46-24-15-00102.000A

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 102 UNIT
***** SITE *****

319 LAMBTON LN 9724 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

24 04-46-24-15-00102.000B

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 102 UNIT
***** SITE *****

319 LAMBTON LN 9724 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

25 04-46-24-15-00102.000C

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 102 UNIT
***** SITE *****

319 LAMBTON LN 9724 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

26 04-46-24-15-00103.000A

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 103 UNIT
***** SITE *****

319 LAMBTON LN 9726 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

27 04-46-24-15-00103.000B

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 103 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

9726 COMMERCE CENTER CT

NAPLES

FL 34104

FORT MYERS

33905

28 04-46-24-15-00103.000C

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 103 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

9726 COMMERCE CENTER CT

NAPLES

FL 34104

FORT MYERS

33905

29 04-46-24-15-00104.000A

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 104 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

9728 COMMERCE CENTER CT

NAPLES

FL 34104

FORT MYERS

33905

30 04-46-24-15-00104.000B

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 104 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

9728 COMMERCE CENTER CT

NAPLES

FL 34104

FORT MYERS

33905

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

31 04-46-24-15-00104.000C

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 104 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN 9728 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

32 04-46-24-15-00105.000A

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 105 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN 9730 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

33 04-46-24-15-00105.000B

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 105 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN 9730 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

34 04-46-24-15-00105.000C

VERANO PROFESSIONAL
DESC IN OR 3819 PG 4
396 BLDG 105 UNIT
***** SITE *****

***** OWNER *****
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN 9730 COMMERCE CENTER CT
NAPLES FL 34104 FORT MYERS 33905

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

35 05-46-24-00-00002.0000

E 1/2 OF E 1/2

***** OWNER *****
 LEE COUNTY

***** SITE *****

P O BOX 398

SUMMERLIN RD

FT MYERS

FL 33902

Fort Myers

33908

36 09-46-24-05-00020.00CE

LEXINGTON COUNTRY CLUB TR
 S 20-27 + 29 +30 + 36 PB
 56 PGS 59-68 LESS COND CO

***** OWNER *****
 LEXINGTON COMMUNITY ASSN

***** SITE *****

16257 WILLOWCREST WAY

16221-257 WILLOWCREST WAY

FT MYERS

FL 33908

Fort Myers

33908

37 09-46-24-05-00031.00CE

LEXINGTON COUNTRY CLUB PB
 56PGS59-68 PT SECS 4+9 TR
 S 31-35 + 40-42 LESS R/W

***** OWNER *****
 LEXINGTON COMMUNITY ASSN

***** SITE *****

16257 WILLOWCREST WAY

0 RIGHT-OF-WAY

FT MYERS

FL 33908

Fort Myers

33908

38 32-45-24-01-00000.0000

PARL IN SE 1/4 SEC 32 DES
 C IN OR 1867 PG 4295 AKA
 PARL III

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

***** SITE *****

9800 SOUTH HEALTHPARK DR

ACCESS UNDETERMINED

SUITE 208

FQRT MYERS

FL 33908

Fort Myers

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

29 33-45-24-00-00006.0020

PARL IN N 1/2 OF SW 1/4 D
 ESC OR 1839 PG 2119 LESS
 PARL 6.002A & 6.2B
 ***** SITE *****

***** OWNER *****
 BAIRD DWIGHT S JR TR

6309 CORPORATE CT
 SUITE 100
 FT MYERS

FL 33919

15650 BASS RD
 Fort Myers

33908

40 33-45-24-00-00006.002A

BEG SW COR RUN N 1324.73FT
 E 1309 FT N 498.73 FT TO
 POB DESC IN OR 2186/3723
 ***** SITE *****

***** OWNER *****
 BAIRD DWIGHT S JR TR

6309 CORPORATE CT
 STE 100
 FT MYERS

FL 33907

15560 BASS RD
 Fort Myers

33908

41 33-45-24-00-00006.002B

BEG SW COR OF SEC RUN N 1
 324.73 FT TO POB AS DESC
 IN OR 2223/4562
 ***** SITE *****

***** OWNER *****
 BAIRD DWIGHT S JR TR

6309 CORPORATE CT
 STE 100
 FT MYERS

FL 33919

ACCESS UNDETERMINED
 Fort Myers

33908

33-45-24-15-00000.000A

A LAKES

HDR LAGU

***** OWNER *****
 LAGUNA LAKES

LT378.
 ***** SITE *****

00

0

OF SECT
 AS DESC IN PB 74 PGS 1-8

33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

42 33-45-24-15-00000.1500

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 150
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8980 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

43 33-45-24-15-00000.1510

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 151
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8970 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

44 33-45-24-15-00000.1520

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 152
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8960 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

45 33-45-24-15-00000.1530

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 153
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8950 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

46 33-45-24-15-00000.1540

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 154
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8940 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS
 33908

47 33-45-24-15-00000.1550

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 155
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8930 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS
 33908

48 33-45-24-15-00000.1560

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 156
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8920 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS
 33908

49 33-45-24-15-00000.1570

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 157
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8910 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS
 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

50 33-45-24-15-00000.1580

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 158
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8900 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

51 33-45-24-15-00000.1590

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 159
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8890 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

52 33-45-24-15-00000.1600

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 160
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8880 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

53 33-45-24-15-00000.1610

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 161
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8870 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

54 33-45-24-15-00000.1620

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 162

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8860

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

55 33-45-24-15-00000.1630

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 163

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8850

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

56 33-45-24-15-00000.1640

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 164

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8840

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

57 33-45-24-15-00000.1650

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 165

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8830

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

58 33-45-24-15-00000.1660

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 166
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8820 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

59 33-45-24-15-00000.1670

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 167
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8810 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

60 33-45-24-15-00000.1680

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 168
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8800 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

61 33-45-24-15-00000.1690

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 169
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8790 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

62 33-45-24-15-00000.1700

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 170

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8780

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

63 33-45-24-15-00000.1710

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 171

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8770

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

64 33-45-24-15-00000.1720

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 172

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8760

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

65 33-45-24-15-00000.1730

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 173

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8750

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

66 33-45-24-15-00000.1740

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 174
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8740 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

67 33-45-24-15-00000.1940

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 194
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8979 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

68 33-45-24-15-00000.1950

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 195
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8969 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

69 33-45-24-15-00000.1960

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 196
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8959 PASEO DE VALENCIA ST
CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

70 33-45-24-15-00000.1970

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 197
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8939 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS 33908

71 33-45-24-15-00000.1980

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 198
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8899 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS 33908

72 33-45-24-15-00000.1990

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 199
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8879 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS 33908

73 33-45-24-15-00000.2000

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 200
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 8869 PASEO DE VALENCIA ST
 CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

74 33-45-24-15-00000.2010

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 201

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8859

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

75 33-45-24-15-00000.2020

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 202

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8849

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

76 33-45-24-15-00000.2030

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 203

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8839

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

77 33-45-24-15-00000.2040

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 204

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8819

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

78 33-45-24-15-00000.2050

LAGUNA LAKES

DESC IN PB 74 PGS 1-
8 LOT 205

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8789

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

79 33-45-24-15-00000.2060

LAGUNA LAKES

DESC IN PB 74 PGS 1-
8 LOT 206

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8759

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

80 33-45-24-15-00000.2070

LAGUNA LAKES

DESC IN PB 74 PGS 1-
8 LOT 207

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8749

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

81 33-45-24-15-00000.2080

LAGUNA LAKES

DESC IN PB 74 PGS 1-
8 LOT 208

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

8739

PASEO DE VALENCIA ST

CORAL SPRINGS

FL 33065

FORT MYERS

33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

82 33-45-24-15-00000.2490

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 249

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

15460

LAGUNA HILLS DRIVE

CORAL SPRINGS

FL 33065

FORT MYERS

33908

83 33-45-24-15-00000.2500

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 250

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

15470

LAGUNA HILLS DRIVE

CORAL SPRINGS

FL 33065

FORT MYERS

33908

84 33-45-24-15-00000.2510

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 251

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

15480

LAGUNA HILLS DRIVE

CORAL SPRINGS

FL 33065

FORT MYERS

33908

85 33-45-24-15-00000.2520

LAGUNA LAKES

DESC IN PB 74 PGS 1-

8 LOT 252

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

***** SITE *****

3300 UNIVERSITY DR

15490

LAGUNA HILLS DRIVE

CORAL SPRINGS

FL 33065

FORT MYERS

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

86 33-45-24-15-00000.2530

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 253
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15498 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

87 33-45-24-15-00000.2540

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 254
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15500 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

88 33-45-24-15-00000.2550

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 255
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15504 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

89 33-45-24-15-00000.2560

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 256
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15508 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

90 33-45-24-15-00000.2570

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 257
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15510 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

91 33-45-24-15-00000.2580

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 258
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15520 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

92 33-45-24-15-00000.2590

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 259
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15530 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

93 33-45-24-15-00000.2600

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 260
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15540 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

Page 25 of 38

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

94 33-45-24-15-00000.2610

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 261
***** SITE *****
3300 UNIVERSITY DR 15550 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

95 33-45-24-15-00000.2620

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 262
***** SITE *****
3300 UNIVERSITY DR 15560 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

96 33-45-24-15-00000.2630

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 263
***** SITE *****
3300 UNIVERSITY DR 15570 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

97 33-45-24-15-00000.2640

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 264
***** SITE *****
3300 UNIVERSITY DR 15580 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

98 33-45-24-15-00000.2650

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 265
 ***** SITE *****
 3300 UNIVERSITY DR 15590 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

99 33-45-24-15-00000.2660

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 266
 ***** SITE *****
 3300 UNIVERSITY DR 15600 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

100 33-45-24-15-00000.2670

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 267
 ***** SITE *****
 3300 UNIVERSITY DR 15610 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

101 33-45-24-15-00000.2680

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 268
 ***** SITE *****
 3300 UNIVERSITY DR 15620 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

102 33-45-24-15-00000.2690

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 269
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15650 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

103 33-45-24-15-00000.2700

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 270
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15640 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

104 33-45-24-15-00000.2710

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 271
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15650 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

105 33-45-24-15-00000.2720

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 272
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15660 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

106 33-45-24-15-00000.2730

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 273
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15670 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

107 33-45-24-15-00000.2740

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 274
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15680 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

108 33-45-24-15-00000.2750

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 275
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15690 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

109 33-45-24-15-00000.2760

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 276
***** SITE *****
***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15699 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

110 33-45-24-15-00000.2770

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 277
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15689 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

111 33-45-24-15-00000.2780

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 278
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15679 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

112 33-45-24-15-00000.2790

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 279
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15669 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

113 33-45-24-15-00000.2800

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 280
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15659 LAGUNA HILLS DRIVE
CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

Page 30 of 38

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

114 33-45-24-15-00000.2810

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 281
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15649 LAGUNA HILLS DRIVE
 CORAL SPRINGS FL 33065 FORT MYERS 33908

115 33-45-24-15-00000.2820

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 282
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR CORNER LOT
 CORAL SPRINGS FL 33065 FORT MYERS 33908

116 33-45-24-15-00000.2830

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 283
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15671 ALTON DR
 CORAL SPRINGS FL 33065 FORT MYERS 33908

117 33-45-24-15-00000.2840

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 284
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15665 ALTON DR
 CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

118 33-45-24-15-00000.2850
LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 285
***** OWNER *****
***** SITE *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15659 ALTON DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

119 33-45-24-15-00000.2860
LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 286
***** OWNER *****
***** SITE *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15653 ALTON DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

120 33-45-24-15-00000.2870
LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 287
***** OWNER *****
***** SITE *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15647 ALTON DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

121 33-45-24-15-00000.2880
LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 288
***** OWNER *****
***** SITE *****
TRANSEASTERN LAGUNA LAKES LLC
3300 UNIVERSITY DR 15641 ALTON DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

122 33-45-24-15-00000.3380

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 338
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15469 LAGUNA HILLS DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

123 33-45-24-15-00000.3390

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 339
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15479 LAGUNA HILLS DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

124 33-45-24-15-00000.3400

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 340
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15489 LAGUNA HILLS DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

125 33-45-24-15-00000.3410

LAGUNA LAKES
DESC IN PB 74 PGS 1-
8 LOT 341
***** SITE *****

***** OWNER *****
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15499 LAGUNA HILLS DR
CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

Page 33 of 38

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

126 33-45-24-15-00000.3420

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 342
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15509 LAGUNA HILLS DR
 CORAL SPRINGS FL 33065 FORT MYERS 33908

127 33-45-24-15-00000.3430

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 343
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15549 LAGUNA HILLS DR
 CORAL SPRINGS FL 33065 FORT MYERS 33908

128 33-45-24-15-00000.3440

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 344
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15569 LAGUNA HILLS DR
 CORAL SPRINGS FL 33065 FORT MYERS 33908

129 33-45-24-15-00000.3450

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 345
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR 15579 LAGUNA HILLS DR
 CORAL SPRINGS FL 33065 FORT MYERS 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

130 33-45-24-15-00000.3460

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 346
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORNER LOT

CORAL SPRINGS

FL 33065

FORT MYERS

33908

131 33-45-24-15-00000.3470

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 347
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

15670

ALTON DR

CORAL SPRINGS

FL 33065

FORT MYERS

33908

132 33-45-24-15-00000.3480

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 348
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

15664

ALTON DR

CORAL SPRINGS

FL 33065

FORT MYERS

33908

133 33-45-24-15-00000.3490

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 349
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

15658

ALTON DR

CORAL SPRINGS

FL 33065

FORT MYERS

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

134 33-45-24-15-00000.3500

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 350
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

15652 ALTON DR

CORAL SPRINGS

FL 33065

FORT MYERS

33908

135 33-45-24-15-00000.3510

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 351
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

15646 ALTON DR

CORAL SPRINGS

FL 33065

FORT MYERS

33908

136 33-45-24-15-00000.3520

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 LOT 352
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

15640 ALTON DR

CORAL SPRINGS

FL 33065

FORT MYERS

33908

137 33-45-24-15-0000C.0000

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 TRACT C
 ***** SITE *****

***** OWNER *****
 LAGUNA LAKES COMMUNITY
 C/O RHONDA ARCHER
 10300 NW 11TH MANOR

SUBMERGED

CORAL SPRINGS

FL 33071

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

138 33-45-24-15-0000D.0000

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 TRACT D
 ***** SITE *****

***** OWNER *****
 LAGUNA LAKES COMMUNITY
 C/O RHONDA ARCHER
 10300 NW 11TH MANOR

SUBMERGED

CORAL SPRINGS FL 33071

139 33-45-24-15-0000E.0000

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 TRACT E
 ***** SITE *****

***** OWNER *****
 LAGUNA LAKES COMMUNITY
 C/O RHONDA ARCHER
 10300 NW 11TH MANOR

SUBMERGED

CORAL SPRINGS FL 33071

146 33-45-24-15-0000L.0000

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 TRACT L
 ***** SITE *****

***** OWNER *****
 LAGUNA LAKES COMMUNITY
 C/O RHONDA ARCHER
 10300 NW 11TH MANOR

COMMON ELEMENT

CORAL SPRINGS FL 33071

141 33-45-24-15-0000M.0000

LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 TRACTS M + N
 ***** SITE *****

***** OWNER *****
 TRANSEASTERN LAGUNA LAKES LLC

RIGHT-OF-WAY

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-01-00000.0050
 VARIANCE DISTANCE : 500(ft)
 PARCELS AFFECTED : 149

142 33-45-24-15-0000R.0000
 LAGUNA LAKES
 DESC IN PB 74 PGS 1-
 8 TRACT R
 ***** OWNER *****
 ***** SITE *****
 TRANSEASTERN LAGUNA LAKES LLC
 3300 UNIVERSITY DR RIGHT-OF-WAY
 CORAL SPRINGS FL 33065

143 34-45-24-00-00002.0010
 PARCEL LYING IN S3/4 OF SE
 C NORTH OF SUMMERLIN AND W
 EST OF WINKLER
 ***** OWNER *****
 ***** SITE *****
 HERMES INVESTMENT COMPANY
 % WILLIAM KEYES 8871 GLADIOLUS DR
 P O DRAWER 790
 FORT MYERS FL 33902 Fort Myers 33908

144 34-45-24-00-00002.0090
 FRM W QTR CRN S 2219.41 TH
 N NE 968.57 TO POB THN
 NW 230 ETC DESC OR 35
 ***** OWNER *****
 ***** SITE *****
 WALGREEN CO
 200 WILMOT RD 15900 SUMMERLIN RD
 DEERFIELD IL 60015 FT MYERS 33908

145 34-45-24-00-00010.0020
 LYING S+E OF FORMER SAL RR
 R/W + W OF C/L WINKLER R
 D SEC 33/34
 ***** OWNER *****
 ***** SITE *****
 FLORIDA POWER + LIGHT CO
 ATTN PROPERTY TAX DEPT JLM
 PO BOX 14000 15830 WINKLER RD
 JUNO BEACH FL 33408 Fort Myers 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-01-00000.0050
VARIANCE DISTANCE : 500(ft)
PARCELS AFFECTED : 149

146 34-45-24-00-00011.0000

ABANDONED SAL R/W IN SEC34
LESS S 200FT+OR1682PGS
2115+2117 LESS PAR 11.002
***** SITE *****

***** OWNER *****
BIGGAR GORDON M TR

6050 SW 116TH ST

15881 SUMMERLIN RD

MIAMI

FL 33156

Fort Myers

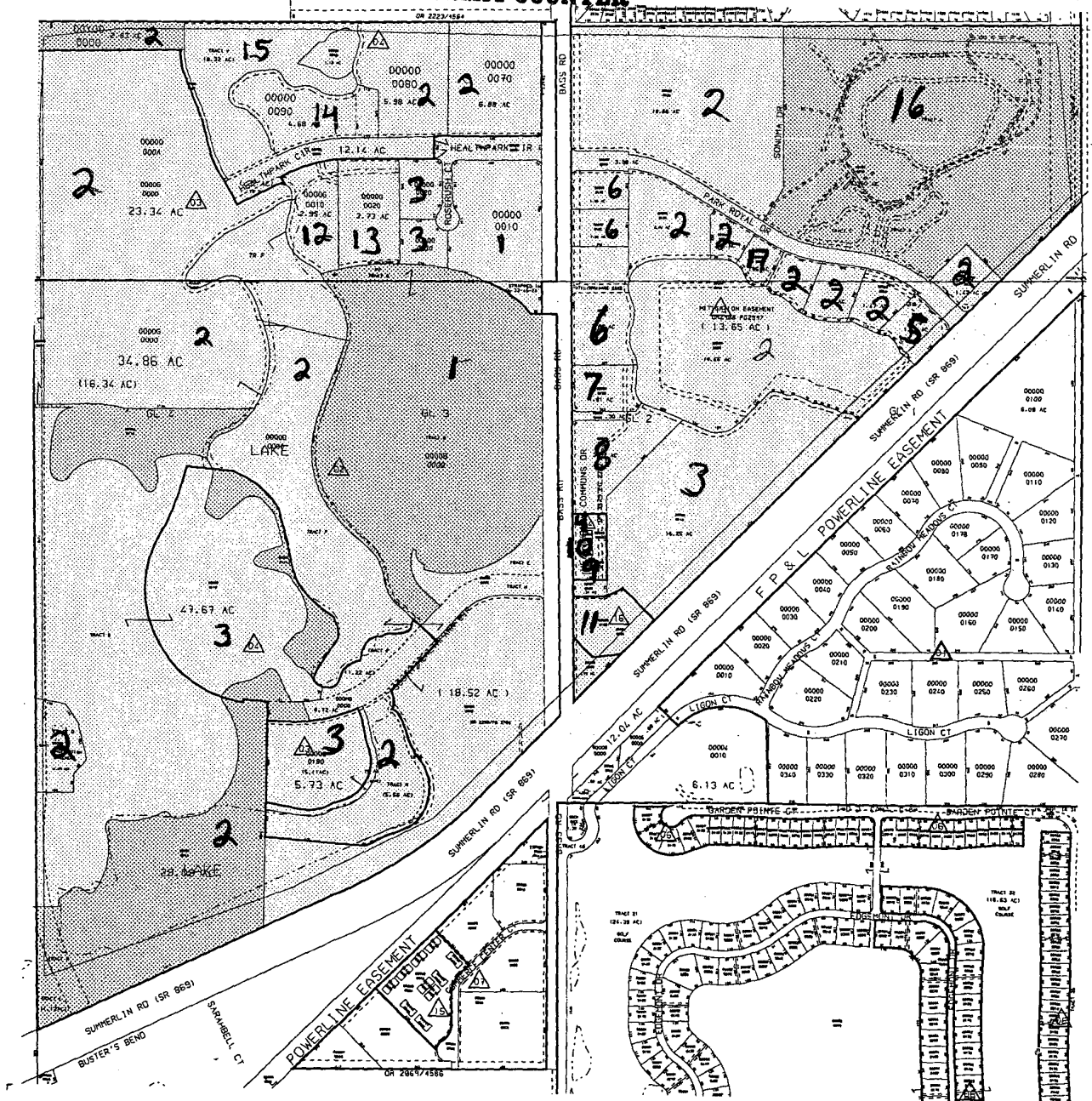
33908

*** END OF REPORT ***

DCI 2003-00068

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SEP 30 2003

PERMIT COUNTER



*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

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

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

***** OWNER *****

***** SITE *****

HOSPITAL BOARD DIR OF LEE CTY

ATTN: PROPERTY MANAGEMENT

636 DEL PRADO BLVD

9981

SOUTH HEALTHPARK DR

CAPE CORAL

FL 33990

Fort Myers

33908

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

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

***** OWNER *****

***** SITE *****

LEE HEALTH VENTURES

9800 HEALTHPARK CIR STE 208

0

RESERVED

FT MYERS

FL 33908

Fort Myers

33908

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

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

***** OWNER *****

***** SITE *****

LEE HEALTH VENTURES INC

9800 HEALTHPARK CIR STE 208

9980

SOUTH HEALTHPARK DR

FT MYERS

FL 33908

Fort Myers

33908

04-46-24-03-00000.0180

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

***** OWNER *****

***** SITE *****

LEE MEMORIAL HOSPITAL INC

DBA LEE HEALTHCARE RESOURCES

9800 SOUTH HEALTHPARK DR #208

9800

SOUTH HEALTHPARK DR

FQRT MYERS

FL 33908

Fort Myers

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

3 04-46-24-04-00000.0110

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

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

9811 SOUTH HEALTHPARK DR

FORT MYERS FL 33908

Fort Myers

33908

2 04-46-24-04-00000.011A

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

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

9800 HEALTHPARK DR STE 405

SUBMERGED

FORT MYERS FL 33908

2 04-46-24-04-000M0.0000

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

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

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS FL 33908

Fort Myers

33908

2 04-46-24-13-00000.0030

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

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

9800 S HEALTHPARK DR STE 405

9000 PARK ROYAL DR

FORT MYERS FL 33908

FT MYERS

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

5

04-46-24-13-00000.0040

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 4

***** OWNER *****
 RT TAMPA FRANCHISE LP

***** SITE *****

1017 FRANKLAND RD

9001 PARK ROYAL DR

TAMPA

FL 33629

FT MYERS

33908

2

04-46-24-13-00000.0050

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 5

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

***** SITE *****

9800 SOUTH HEALTHPARK DR
 STE 405
 FT MYERS

9011 PARK ROYAL DR
 FT MYERS

FL 33908

33908

2

04-46-24-13-00000.0060

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 6

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

***** SITE *****

9800 SOUTH HEALTHPARK DR
 STE 405
 FT MYERS

9021 PARK ROYAL DR
 FT MYERS

FL 33908

33908

2

04-46-24-13-00000.0070

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 LOT 7

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

***** SITE *****

9800 SOUTH HEALTHPARK DR
 STE 405
 FT, MYERS

9031 PARK ROYAL DR
 FT MYERS

FL 33908

33908

*** VARIANCE REPORT ***

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

Page 4 of 13

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

6 04-46-24-13-00000.0110

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 11

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

***** SITE *****

5006 TAMIAMI TRAIL N

16261 BASS RD

NAPLES

FL 34103

FT MYERS

33908

7 04-46-24-13-00000.0120

HEALTHPARK FLORIDA EAST P
B 68 PGS 17-22 LOT 12

***** OWNER *****
PHOENIX HEALTH VENTURES LLP

***** SITE *****

15051 TAMIAMI TRL STE 203

16271 BASS RD

FT MYERS

FL 33908

FT MYERS

33908

8 04-46-24-13-00000.0130

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 13 LESS C

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

***** SITE *****

26811 SOUTH BAY DR
STE 350

16281 BASS RD

BONITA SPRINGS

FL 34134

FT MYERS

33908

3 04-46-24-13-00000.0140

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 14 LESS S

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

***** SITE *****

16201 BASS RD

ACCESS UNDETERMINED

FT MYERS

FL 33908

FT MYERS

33908

 *** VARIANCE REPORT ***

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

Page 5 of 13

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

3 04-46-24-13-0000E.0000 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT E
 ***** OWNER ***** SITE *****
 LEE MEMORIAL HOSPITAL INC
 16201 BASS RD 16275 BASS RD
 FT MYERS FL 33908 FT MYERS 33908

3 04-46-24-13-0000F.0000 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT F
 ***** OWNER ***** SITE *****
 LEE MEMORIAL HOSPITAL INC
 16201 BASS RD 16291 BASS RD
 FT MYERS FL 33908 FT MYERS 33908

3 04-46-24-13-0000G.0000 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT G LESS
 ***** OWNER ***** SITE *****
 LEE MEMORIAL HOSPITAL INC
 16201 BASS RD ACCESS UNDETERMINED
 FT MYERS FL 33908 FT MYERS 33908

2 04-46-24-13-0000H.0000 HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT H
 ***** OWNER ***** SITE *****
 LEE HEALTH VENTURES INC
 9800 SOUTH HEALTHPARK DR ACCESS UNDETERMINED
 STE 405
 FT MYERS FL 33908 FT MYERS 33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

10 04-46-24-14-00000.000A

HEALTHPARK COMMONS CONDO
AS DESC IN OR 3560 PG 2864
+ OR 3972 PG 4586
***** SITE *****

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

5405 PARK CENTRAL COURT

HDR HEALTHPARK COMMO

NAPLES

FL 34109

10 04-46-24-14-00000.00CE

HEALTHPARK COMMONS CONDO
AS DESC IN OR 3560 PG 2864
+ OR 3972 PG 4586 COMMON
***** SITE *****

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

5405 PARK CENTRAL COURT

COMMON ELEMENT

NAPLES

FL 34109

9 04-46-24-14-00000.0100

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

***** OWNER *****
HEALTH PARK PARTNERS LLC

700 LAMBIANCE CIR

16420 HEALTHPARK COMMONS D

NAPLES

FL 34108

FT MYERS

9 04-46-24-14-00000.0200

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

***** OWNER *****
HEALTH PARK PARTNERS LLC

700 LAMBIANCE CIR

16410 HEALTHPARK COMMONS D

NAPLES

FL 34108

FT MYERS

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

4 04-46-24-14-00000.0300

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

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

1370 SHEFFIELD

16400

HEALTHPARK COMMONS D

FORT MYERS

FL 33919

FT MYERS

2 04-46-24-16-00000.000A

DESC IN PB 73 PGHDR-TR G
 HEALTHPARK

***** OWNER *****
 HEALTHPARK FLORIDA EAST 2002-1

LT11.00
 ***** SITE *****

0

0

POR O
 TR G HEALTHPARK FLORIDA EAS

11 04-46-24-16-00000.0150

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

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

2915 COLONIAL BLVD

ACCESS UNDETERMINED

FORT MYERS

FL 33912

FT MYERS

33908

2 33-45-24-03-00000.000A

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

***** OWNER *****
 HEALTH PARK FLORIDA WEST

33908 Fort Myers

S

L
 9.00

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

33-45-24-03-00000.0010

HEALTH PARK FLORIDA WEST
 PB 47 PG 7 LOT 1

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

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

FORT MYERS

FL 33902

Fort Myers

33908

33-45-24-03-00000.0020

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

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

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

FT MYERS

FL 33908

Fort Myers

33908

33-45-24-03-00000.0030

HEALTH PARK FLORIDA WEST
 PB 47 PG 7 LOT 3

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

***** SITE *****

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

16150 ROSERUSH CT
 Fort Myers

33908

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

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

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

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RIGHT-OF-WAY

FT MYERS

FL 33908

Fort Myers

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

2

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

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

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

9800 HEALTH PARK CIR STE 208

HEALTHPARK CIR

FT MYERS

FL 33908

Fort Myers

33908

12

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

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

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

9471 HEALTHPARK CIR

SCOTTSDALE

AZ 85008

Fort Myers

33908

13

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

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

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

9461 HEALTHPARK CIR

PORTLAND

OR 97220

Fort Myers

33908

2

33-45-24-04-00000.0070

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

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

***** SITE *****

9800 HEALTHPARK CIR SE 208

9420 HEALTHPARK CIR

FT, MYERS

FL 33908

Fort Myers

33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

2

33-45-24-04-00000.0080

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

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

9800 HEALTHPARK CIR STE 208 9450 HEALTHPARK CIR
 FT MYERS FL 33908 Fort Myers 33908

14

33-45-24-04-00000.0090

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

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

9470 HEALTHPARK CIR 9470 HEALTHPARK CIR
 FT MYERS FL 33908 Fort Myers 33908

15

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

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

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

P O BOX 24680 RESERVED
 WEST PALM BEACH FL 33416 Fort Myers 33908

2

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

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

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

9800 HEALTHPARK CIR STE 208 0 RESERVED
 FT MYERS FL 33908 Fort Myers 33908

 *** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

2 33-45-24-04-00W00.0000

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

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

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS

FL 33908

Fort Myers

33908

2 33-45-24-04-00Y00.0000

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

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

***** SITE *****

9800 HEALTHPARK CIR STE 208

0 RESERVED

FT MYERS

FL 33908

Fort Myers

33908

2 33-45-24-13-00000.000A

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

***** OWNER *****
 HEALTHPARK FLORIDA EAST

***** SITE *****

33919 Fort Myers

L

S

13.0

16 33-45-24-13-00000.0010

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

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

***** SITE *****

8660 COLLEGE PKWY

9020

PARK ROYAL DR

STE 250

FT MYERS

FL 33919

FT MYERS

33908

*** VARIANCE REPORT ***

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

DATE OF REPORT : 30JLY03
SUBJECT PROPERTY : 04-46-24-02-0000B.0000
VARIANCE DISTANCE : (ft)
PARCELS AFFECTED : 51

2

33-45-24-13-00000.0020

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 2

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

***** SITE *****

9800 SOUTH HEALTHPARK DR
STE 405
FT MYERS

ACCESS UNDETERMINED

FL 33908

FT MYERS

33908

17

33-45-24-13-00000.0080

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 8

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

***** SITE *****

P O BOX 413021

9041

PARK ROYAL DR

NAPLES

FL 34101

FT MYERS

33908

2

33-45-24-13-00000.0090

HEALTHPARK FLORIDA EAST
PB 68 PGS 17-22
LOT 9

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

***** SITE *****

9800 SOUTH HEALTHPARK DR
STE 405
FT MYERS

9051

PARK ROYAL DR

FL 33908

FT MYERS

33908

2

33-45-24-13-00000.0100

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

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

***** SITE *****

9800 HEALTHPARK DR STE 405

ACCESS UNDETERMINED

FORT MYERS

FL 33908

FT MYERS

33908

 *** VARIANCE REPORT ***

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

Page 13 of 13

DATE OF REPORT : 30JLY03
 SUBJECT PROPERTY : 04-46-24-02-0000B.0000
 VARIANCE DISTANCE : (ft)
 PARCELS AFFECTED : 51

6 33-45-24-13-00000.010B

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

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

4081 TAMIAMI TRAIL N STE C201 CORNER LOT

NAPLES FL 34103 FT MYERS 33908

6 33-45-24-13-00000.010C

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

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

4081 TAMIAMI TRAIL N STE C201 15901 BASS RD

NAPLES FL 34103 FT MYERS 33908

2 33-45-24-13-0000D.0000

HEALTHPARK FLORIDA EAST
 PB 68 PGS 17-22
 TRACT D
 ***** SITE *****

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

9800 SOUTH HEALTHPARK DR RIGHT OF WAY

STE 405
 FT MYERS FL 33908 FT MYERS 33908

 *** END OF REPORT ***



LEE COUNTY
SOUTHWEST FLORIDA

COURTESY NOTICE OF RECEIPT OF ZONING APPLICATION

Date: October 7, 2003

Case Number: DCI2003-00068

Case Name: HEALTHPARK FLORIDA

Request: Rezone 390.7 acres from Commercial Planned Development (CPD) to Mixed Use Planned Development (MPD) allowing for the continued development of this project with a maximum of up 1,233,603 square feet of hospital space; 545,000 square feet of medical/general office space; 350,000 square feet of medical and general retail space; 680 independent living units; 280 bed ALF; 170,000 square feet of recreational space; and 160,000 square feet of campus services, with a maximum building height of 8 stories. This amendment also seeks to add the uses of Dwelling Unit, single family detached and model homes; amend the property development regulations; and convert 114 of the multiple family dwelling units to 60 single family dwelling units.

Location: The subject property is located at 15881-16201 Bass Road, Fort Myers (at the site of HealthPark Florida, The vacant Kennedy Parcel)

PROPERTY OWNER'S
REPRESENTATIVE:

MRS. PATRICIA H NEWTON
941-332-4494

MR RUSSELL P SCHROPP
HENDERSON, FRANKLIN
239-334-4121

Lee County Planner: Alvin Block, AICP
239-479-8371

The file may be reviewed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. at the Lee County Development Services Division, 1500 Monroe St., Fort Myers, FL 33901. Call 239/479-8585 for additional information.

This is a courtesy notice. A public hearing date has not yet been set. You will receive another notice once the hearing date and time have been established.

JSS

33-45-24-15-0000D.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000L.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000R.0000
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

34-45-24-00-00002.0090
WALGREEN CO

200 WILMOT RD

DEERFIELD IL 60015

34-45-24-00-00011.0000
BIGGAR GORDON M TR

6050 SW 116TH ST

MIAMI FL 33156

33-45-24-15-0000E.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

33-45-24-15-0000M.0000
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

34-45-24-00-00002.0010
HERMES INVESTMENT COMPANY

% WILLIAM KEYES
P O DRAWER 790
FORT MYERS FL 33902

34-45-24-00-00010.0020
FLORIDA POWER + LIGHT CO
ATTN PROPERTY TAX DEPT JLM
PO BOX 14000

JUNO BEACH FL 33408

Jack Myatt, Chairman
Kelly Greens Community Awareness
16221 Kelly Woods Drive
Fort Myers, FL 33908

Mr. Ken Pfalzer
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957
Barbara England, CAM
Lexington Country Club
16257 Willowcrest Way
Fort Myers, FL 33908

04-46-24-01-00000.0050
LANDRY BETTY L

16448 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-00-00004.0010
PRESBYTERIAN CH WESTMINSTER

9065 LIGON CT

FORT MYERS FL 33908

04-46-24-00-00005.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

04-46-24-00-00008.0020
LEE COUNTY

~~P O BOX 398~~

~~FT MYERS FL 33902~~

04-46-24-01-00000.0010
LEVINE STEPHEN

16480 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0030
PIERCE CLIFFORD D + CONNIE S

16464 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0060
CRIST GREGORY P

P O BOX 6501

FORT MYERS FL 33911

04-46-24-01-00000.0080
YOUNGQUIST ROY G + JOAN

16426 RAINBOW MEADOWS CT

FT MYERS FL 33908

04-46-24-01-00000.0100
RODRIGUEZ MARIO EDWARD

2 LANGLEY LN

OLD WESTBURY NY 11568

04-46-24-07-00000.00A0
ATLANTIC STATES BANK

16700 BASS RD

FORT MYERS FL 33908

03-46-24-00-00001.0000
WEINER KENNETH A TR +

4291 FULTON CIR

FT MYERS FL 33905

04-46-24-00-00005.0000
PRESBYTERIAN CH WESTMINSTER

9065 LIGON CT

~~FORT MYERS FL 33908~~

04-46-24-00-00008.0000
HELMERICH FRANK W II TR

5845 RIVERSIDE LANE

FT MYERS FL 33919

04-46-24-00-00009.0000
FLORIDA POWER + LIGHT CO
ATTN:PROPERTY TAX DEPT-JLM
PO BOX 14000

JUNO BEACH FL 33408

04-46-24-01-00000.0020
KESSNER RONALD D + HEDWIG H

16472 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0040
WATTS TED ALLEN + MARGARET M

16456 RAINBOW MEADOWS CT

FT MYERS FL 33908

04-46-24-01-00000.0070
HIGHBAUGH DANIEL R

16434 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-01-00000.0090
DAWSON CAROL D + EDITH B

16418 RAINBOW MEADOWS CT

FORT MYERS FL 33908

04-46-24-07-00000.000A
SUMMERLIN PARK SUBD

OF SEC AS DESC IN PB 64 PGS 72-74

04-46-24-07-00000.00D0
SUMMERLIN PARK INVESTMENTS LTD

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

OCI 2003-00068

33-45-24-15-00000.2850
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.2870
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3380
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3400
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3420
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3440
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3460
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3480
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3500
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3520
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.2860
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.2880
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3390
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3410
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3430
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3450
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3470
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3490
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.3510
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.0000
LAGUNA LAKES COMMUNITY
C/O RHONDA ARCHER
10300 NW 11TH MANOR

CORAL SPRINGS FL 33071

04-46-24-07-00000.00G0
SUMMERLIN PARK INVESTMENTS LTD

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-15-00000.000A
VERANO PROFESSIONAL PARK

9730 COMMERCE CENTER CT

FORT MYERS FL 33908

04-46-24-15-00102.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00102.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00105.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

05-46-24-00-00002.0000
LEE COUNTY

P O BOX 398

FT MYERS FL 33902

09-46-24-05-00031.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

04-46-24-07-00000H.0000
SUMMERLIN PARK PROPERTY

997 N COLLIER BLVD STE G

MARCO ISLAND FL 34145

04-46-24-15-00000.00CE
VERANO PROFESSIONAL PARK

9730 COMMERCE CENTER CT

FORT MYERS FL 33908

04-46-24-15-00102.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00103.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00104.000B
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00105.000A
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

04-46-24-15-00105.000C
VERANO PROFESSIONAL PARK LTD

319 LAMBTON LN

NAPLES FL 34104

09-46-24-05-00020.00CE
LEXINGTON COMMUNITY ASSN

16257 WILLOWCREST WAY

FT MYERS FL 33908

32-45-24-01-00000.0000
LEE HEALTH VENTURES INC

9800 SOUTH HEALTHPARK DR

SUITE 208
FORT MYERS FL 33908

33-45-24-00-00006.0020
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
SUITE 100
FT MYERS FL 33919

33-45-24-00-00006.002B
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
STE 100
FT MYERS FL 33919

33-45-24-15-00000.1500
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1520
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1540
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1560
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1580
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1600
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1620
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1640
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-00-00006.002A
BAIRD DWIGHT S JR TR

6309 CORPORATE CT
STE 100
FT MYERS FL 33907

33-45-24-15-00000.000A
LAGUNA LAKES

OF SECT AS DESC IN PB 74 PGS 1-8

33-45-24-15-00000.1510
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1530
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1550
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1570
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1590
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1610
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1630
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1650
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR
CORAL SPRINGS FL 33065

33-45-24-15-00000.1660
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1680
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1700
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1720
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1740
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1950
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1970
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1990
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.2010
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.2030
TRANSEASTERN LAGUNA LAKES LLC

3300 UNIVERSITY DR

CORAL SPRINGS FL 33065

33-45-24-15-00000.1670
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CORAL SPRINGS FL 33065

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CORAL SPRINGS FL 33065

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