

This document was prepared without  
examination or opinion of title by:

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**Naples, FL 34108**  
**239-514-1000**

Consideration amount: \$2,000,000.00

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## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Warranty Deed made this 10 day of May, 2021 between Marco Island Hospital, Inc., a Florida not-for-profit corporation, whose post office address is P.O. Box 413029, Naples, FL 34101 ("Grantor"), and Kenneth D. Goodman, as Trustee of the Marco Park Trust dated February 10, 2020, with full power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property described herein, whose post office address is 3838 Tamiami Trail North, Suite 300, Naples, FL 34103 ("Grantee"):**

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

See Exhibit "A" attached hereto and incorporated herein (the "Property");

The Property is conveyed on the condition and subject to the restriction that: (i) any improvements or building constructed thereon may not be used or operated as a hospital or health care facility; (ii) any improvement or building constructed thereon and Property may not be owned or operated by a legal entity that is engaged in operating, or that directly or indirectly owns, hospitals or health care facilities located in Collier, Lee, Charlotte, Hendry, Miami-Dade or Broward Counties, Florida; and (iii) Grantee shall be obligated, within seven (7) days after written demand from Grantor, to join in any application for a subdivision plat (the "Plat") that encompasses the Property and certain contiguous property retained by Grantor ("Grantor Retained Parcel") and that certain assisted living facility parcel concurrently conveyed by Grantor (individually, the "ALF Parcel" and collectively with the Property and Grantor Retained Parcel, the "Overall Property").

Provided, however, the restriction in (ii) above, shall not apply to a real estate investment trust or senior housing investment group, such as Kayne Anderson, Prudential, or Virtas, which engages in the business of investment in, but not management or operation of, senior housing facilities.

These restrictions and conditions shall run with the land and burden the Property. Grantor shall have the right to enter the Property on reasonable notice in order to monitor compliance herewith. The restrictions in items (i) and (ii), above, are coupled with a reverter exercisable by Grantor and its successors, if such restrictions were to be violated and not cured with six (6) months after written notice specifying the violation. In addition, Grantor shall have the right to seek and obtain appropriate relief, including but not limited to injunctive relief, from an appropriate court if any breach or failure to observe any such restriction or condition in items (iii), above, is not cured within thirty (30) days after written notice from Grantor to Grantee.

Grantor and Grantee have expressly agreed to allocate costs associated with the Plat as follows: (a) improvements to or new infrastructure solely needed based on Grantor's further development of the Grantor Retained Parcel will be Grantor's responsibility (but only at time of actual further development); (b) any improvements to or new infrastructure on the Overall Property, solely needed to accommodate the Grantee's development on the Property, will be Grantee's responsibility (including upgrades to the existing access road underlying any access easement thereon); (c) any improvements to or new infrastructure on the Overall Property needed to accommodate the development on both the Property and the Grantor Retained Parcel will be shared costs between Grantor and Grantee (subject to item d below); and (d) if the approved Plat were to require improvements to or new infrastructure on Grantor Retained Parcel solely related to further development on the Grantor Retained Parcel before Grantor plans to start work or is ready to further develop the Grantor Retained Parcel, Grantee will pay for any and all such work and Grantor agrees to reimburse Grantee for reasonable costs associated therewith when, in the future, it actually further develops the Grantor Retained Parcel. For the avoidance of doubt, Grantor and Grantee have agreed that Grantor shall have no financial responsibility related to any improvements or infrastructure on the Grantor Retained Parcel until and unless it proceeds with further development of the Grantor Retained Parcel. Grantee shall be responsible if needed, to post any necessary infrastructure bond (or other bond) required for Plat approval. Grantor shall be entitled to enforce this allocation by specific performance or injunction. Upon receipt and recording of the Certificate of Completion for the Plat infrastructure in the Public Records of Collier County, Florida, all obligations set forth herein with respect to the Plat shall be deemed satisfied and immediately terminated.

**Subject to** ad valorem and non-ad valorem real property taxes for the year 2021 and subsequent years; zoning, building code and other use restrictions imposed by governmental authority; and the matters set forth in Exhibit "B" attached hereto and incorporated herein.

Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**[Remainder of Page Intentionally Blank, Signature Page to Follow]**

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

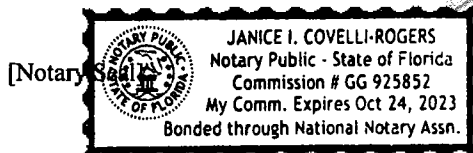
Janice Covelli-Rogers  
 Witness #1 Name: Janice Covelli-Rogers  
Elizabeth Martin  
 Witness #2 Name: Elizabeth Martin

Marco Island Hospital, Inc., a Florida not-for-profit corporation

By: Paul Hiltz  
 Paul Hiltz, as Chief Executive Officer

State of Florida  
 County of Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2021 by Paul Hiltz, as Chief Executive Officer of Marco Island Hospital, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Janice Covelli-Rogers  
 Notary Public  
 Name typed, printed or stamped  
 My Commission Expires: \_\_\_\_\_

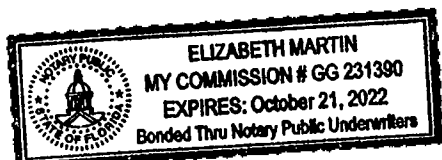
Elizabeth Martin  
 Witness #1 Name: Elizabeth Martin  
Janice Covelli-Rogers  
 Witness #2 Name: Janice Covelli-Rogers

By: Rick Wyles  
 Rick Wyles, as Chief Financial Officer

State of Florida  
 County of Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2021 by Rick Wyles, as Chief Financial Officer of Marco Island Hospital, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]



Elizabeth Martin  
 Notary Public  
 Name typed, printed or stamped  
 My Commission Expires: \_\_\_\_\_

Exhibit "A"

A TRACT OR PARCEL OF LAND LYING IN TRACT "A" OF A REPLAT OF TRACT "L", MARCO BEACH UNIT SIX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 55 AND 56, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "A", THENCE N.00°23'43"E., ON THE WEST LINE OF SAID TRACT "A" FOR 396.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;  
THENCE CONTINUE N.00°23'43"E., ON THE WEST LINE OF SAID TRACT "A" FOR 240.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A";  
THENCE S.89°36'17"E., ON THE NORTH LINE OF SAID TRACT "A" FOR 340.13 FEET;  
THENCE S.00°37'09"W., FOR 240.00 FEET;  
THENCE N.89°36'17"W., FOR 339.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 81,518 SQUARE FEET OR 1.87 ACRES, MORE OR LESS.

Exhibit "B"

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
3. Boundary Agreement recorded in Official Records Book 532, Page 279, of the Public Records of Collier County, Florida.
4. Resolution establishing the Immokalee Area Planning District and the Coastal Area Planning District and declaring the intent of the Board of County Commissioners to enact a comprehensive zoning ordinance for the Coastal Area Planning District of Collier County, recorded in Official Records Book 649, page 1239, all of the Public Records of Collier County, Florida.
5. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of A REPLAT OF TRACT L, MARCO BEACH UNIT SIX, recorded in Plat Book 12, Page 55, of the Public Records of Collier County, Florida.
6. Restrictions, covenants, and conditions as set forth in Declaration of Restrictions recorded in Official Records Book 784, Page 893, as assigned in Official Records Book 1226, Page 894, amendment in Official Records Book 1844, Page 1771, as further assigned in Official Records Book 2661, Page 2767 as affected by a Notice of Continuation of Declaration of Restrictions in Official Records Book 2024, Page 971 and Official Records Book 2470 page 655,(as to subject property) Amendment recorded in Official Records Book 5518, Page 2862; as affected by Official Records Book 5575, Page 2958; as may be subsequently amended.
7. Subject property lies within the boundaries of Marco Water and Sewer District and may be subject to the levying of Special Assessments thereof, as evidenced by Resolution No. MWS-82-2 recorded in Official Records Book 965, Page 67 and amended in Official Records Book 1189, Page 1373 as re-recorded in Official Records Book 1193, Page 311, and by Resolution No. MWS-88-4 recorded in Official Records Book 1372, Page 1579, of the Public Records of Collier County, Florida.
8. Drainage Easement recorded in Official Records Book 1151, Page 154, Public Records of Collier County, Florida.
9. Right to Use Easement as recorded in Official Records Book 1483, Page 500, Public Records of Collier County, Florida, and as amended by the corrective deed recorded in Official Records Book 1760, Page 948 and Assignment of Easements recorded in Official Records Book 3448, Page 2398 together with Assignment Agreement recorded in Official Records Book 3539, Page 1591, of the Public Records of Collier County, Florida.
10. Subject land lies within the boundaries of the City of Marco Island and is subject to all rules, regulations, ordinances, acts, levies, and/or assessments created or charged by said City of Marco Island.
11. Any right of the United States to recover funds from the Owner or from any transferee of the land described in Schedule A or of any portion thereof, by reason of the advance of federal funds, including, but not limited to, those authorized under The Hill-Burton Act (42 USC 291, et seq.) or other applicable law.