

**IMPROVEMENT PROJECT AGREEMENT
FOR SOLANA ROAD (aka BURNING TREE DRIVE)**

THIS AGREEMENT, made and entered into this ____ day of June 2005, by and between the **CITY OF NAPLES**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**”, and the **ROYAL POINCIANA GOLF CLUB, INC.**, hereinafter referred to as the “**OWNER**”.

WITNESSETH

WHEREAS, the **CITY** and the **OWNER** have previously entered into a development agreement per Resolution #99-8634 on September 15, 1999, which by this reference is made part of this Agreement as though fully set forth herein; and

WHEREAS, the **CITY** is designing, permitting and constructing drainage, roadway and utility improvements to Solana Road (aka Burning Tree Drive) along the **OWNER**'s road frontage; and

WHEREAS, the **CITY**'s improvements to a portion of Solana Road (aka Burning Tree Drive) between Goodlette-Frank Road and a point approximately 1250 feet to the east of Goodlette-Frank Road are hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the **OWNER**'s have undertaken a portion of said **PROJECT** along its Solana Road (aka Burning Tree Drive) frontage to include the design, permitting and construction of a 10 inch water main; and

WHEREAS, to accomplish the said **PROJECT**, substantial right-of-way easements are necessary from the **OWNER**; and

WHEREAS, The parties hereto mutually recognize the need to enter into an Agreement designating and setting forth responsibilities of each party; and

WHEREAS, the **CITY** by Resolution dated _____, a copy of which is attached hereto and made a part hereof, has authorized its **City Manager** to enter into this Agreement on behalf of the **CITY**;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **CITY** hereby agrees to coordinate the **PROJECT** with the six-laning of Goodlette-Frank Road so as to assure the Royal Poinciana Golf Club adequate and continuous access from Goodlette-Frank Road with signalization control and/or access from Solana Road (aka Burning Tree Drive).

2. The **OWNER** hereby agrees to dedicate right-of-way for the **PROJECT** as set forth in the easement document attached hereto as **Exhibit "A"**.

3. The **CITY** hereby agrees to accept and record the right-of-way easement document attached hereto as **Exhibit "A"**.

4. The **CITY** hereby accepts utility improvements constructed by the **OWNER** within the limits of the **PROJECT** as described in attached **Exhibit "B"** and agrees to credit the **OWNER** in the amount of \$35,000 for the utility improvements.

5. The term of this Agreement commences upon execution by both parties.

6. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written.

7. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. In the event of a conflict between any portion of the Agreement and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF NAPLES FLORIDA

ROYAL POINCIANA GOLF CLUB, INC.

BY: _____

BY: _____

TITLE: City Manager

TITLE: President

ATTEST: _____(SEAL)

ATTEST: _____

TITLE: _____

Executive Secretary