

**ATTACHMENT "A"**

Property I.D. Nos.:  
Prepared without opinion of title  
by and after recording return to:  
William J. Dempsey  
Cheffy, Passidomo, Wilson & Johnson, LLP  
821 Fifth Avenue South  
Naples, Florida 34102  
(239) 261-9300

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(Space above this line for recording data)

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**PUBLIC PARK EASEMENT**

THIS PUBLIC PARK EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **Antaramian Capital Partners, LLC, a Florida limited liability company**, its successors and/or assigns ("ACP") having its principal place of business at 3530 Kraft Rd., Suite 300, Naples, FL 34105, and **The Cottages at Naples Bay Resort Condominium Association, Inc., a Florida non-profit corporation**, its successors and/or assigns ("Association") having its principal place of business at 365 5<sup>th</sup> Ave. South – Suite 201, Naples, FL 34102 (ACP and Association hereinafter collectively called "Grantor") to the **City of Naples, a municipal corporation of the State of Florida** ("Grantee"), whose address is 735 8<sup>th</sup> Street South, Naples, Florida 34102, for the use, enjoyment and benefit of the public.

**W I T N E S S E T H:**

Each Grantor, as the owner or authorized agent of the owner of their respective portions of the real property more particularly described on attached Exhibit "A," which is incorporated herein by reference (the "Easement Area"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate, to the extent of their respective interests, for the use of the public a perpetual non-exclusive public park easement (the "Easement") for green space, open space, landscaping, and pathways across the Easement Area, and to facilitate public access from the Easement Area to the Public Pedestrian Access Easement more particularly described in that certain Public Pedestrian Access Easement recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Collier County, Florida (the "Public Pedestrian Access Easement"). The Easement is being granted pursuant to that certain Ordinance No. 04-10570 adopted by Grantee's City Council on September 29, 2004 (the "Ordinance"). The Easement granted hereby shall be subject to the following conditions and limitations:

1. The Grantor, its successors and/or assigns retain the right to:
  - (i) use the Easement Area for any purpose which does not unreasonably interfere with the intended purpose of the Easement, including, without limitation, vehicular and pedestrian access to and from the Property to adjacent rights-of-way, signage, utilities, lighting, sculpture, art, water features, benches, drainage, water management, lot coverage calculations, setback areas, density calculations, open space, and landscaping for the benefit of the Property; and
  - (ii) suspend the right to use the Easement, as reasonably necessary, during any period of construction or maintenance in, or in reasonable proximity to, the Easement Area.

2. ACP or its successors or assigns, shall design, permit, and construct improvements in the Easement Area at its expense, and the Grantee shall cooperate with Grantor in this undertaking. Association shall have no obligation to design, permit, and construct such improvements notwithstanding that it is a successor in title to ACP with regard to portions of the Property.
3. Design, construction, and maintenance of the Easement Area shall be in accordance with the Ordinance; provided, however, that: 1. landscaping located within that portion of the Easement Area described in the Declaration of Condominium for Cottages at Naples Bay Resort, as recorded in Official Records Book 4121, Page 3210, of the Collier County, Florida, Public Records (the "Declaration"), shall be maintained by the Association at its sole cost and expense notwithstanding the provisions of said Ordinance; and 2. the notice of transfer of maintenance responsibilities from Grantor to Grantee shall be recorded in the Collier County Public Records. The Easement Area segment for which the Association shall have landscape maintenance responsibilities is generally depicted on attached Exhibit "A" as the linear section located south of the triangular Easement Area segment labeled "Public Park" on Exhibit "A" Sheet 4. In the event the Easement Area is not maintained in accordance with the Ordinance or applicable law, then Grantee shall have the right to enter into and maintain the Easement Area in accordance with the standards established under the Ordinance.
4. Each Grantor hereby warrants, with respect to its portion of the Easement Area, that: (i) it is the present fee simple title owner of the Easement Area; (ii) with respect to ACP, that the Easement Area is presently free and clear of liens and encumbrances excepting easements, restrictions and reservations of record and those liens and encumbrances to which a consent and subordination is attached hereto; (iii) with respect to the Association, that the Association has the right and power under the Declaration to grant the Easement; and (iv) Grantor has good right and lawful authority to convey the easements established hereby. Each Grantor's representation and warranty hereunder is limited to that portion of the Easement Area actually owned by such Grantor.
5. This Public Park Easement may not be changed, modified or terminated, except in writing by an instrument executed by the parties hereto.
6. If any term or provision of this Public Park Easement or the application thereof to any party, person or circumstance shall, to any extent, be declared invalid or unenforceable by a court of law, the remainder of this Public Park Easement, or the application of such term or provision to parties, persons or circumstances other than those to as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other terms and provisions of this Public Park Easement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Easement shall be valid and enforced to the fullest extent permitted by law.
7. This Public Park Easement shall be construed and enforced in accordance with the laws of the State of Florida, exclusive of choice of law rules. Venue for any legal action arising out of this Public Park Easement shall lie exclusively in the state courts of Collier County, Florida

8. This Public Park Easement shall be recorded in the Public Records of Collier County, Florida.

The foregoing covenants, terms and conditions shall attach to and run with the Easement and the Easement Area.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the day and year first above written.

"GRANTOR":

Signed in the presence of:

**Antaramian Capital Partners, LLC,  
a Florida limited liability company**

By: NAPLES BAY RESORT HOLDINGS, LLC,  
a Delaware limited liability company,  
as Managing Member

By: NBR MANAGER, LLC,  
a Delaware limited liability company,  
as Manager

\_\_\_\_\_  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Jack J. Antaramian, as President

\_\_\_\_\_  
Witness : \_\_\_\_\_

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2008, by Jack J. Antaramian, as President of NBR Manager, LLC, a Delaware limited liability company, as Manager of Naples Bay Resort Holdings, LLC, a Delaware limited liability company as Managing Member of Antaramian Capital Partners, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
Name:  
(Type or Print)  
My Commission Expires:

Signed in the presence of:

**The Cottages at Naples Bay Resort Condominium Association, Inc., a Florida non-profit corporation**

\_\_\_\_\_  
Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness : \_\_\_\_\_

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, as \_\_\_\_\_ of **The Cottages at Naples Bay Resort Condominium Association, Inc., a Florida non-profit corporation**, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Name:

(Type or Print)

My Commission Expires:

CONSENT, JOINDER, AND SUBORDINATION OF MORTGAGEE

Regions Bank, successor by merger to AmSouth Bank, the owner and holder of a Mortgage and Security Agreement given by Antaramian Capital Partners, LLC, a Florida limited liability company, recorded in O.R. Book 2704, Page 2901; as modified by a Notice of Future Advance recorded in O.R. Book 2896, Page 2076; as further modified by a Notice of Future Advance recorded in O.R. Book 3595, Page 2678; as modified by a Mortgage Modification Agreement recorded in O.R. Book 3406, Page 2600; as further modified by a Notice of Future Advance recorded in O.R. Book 3901, Page 2633; and as modified by an instrument recorded in Official Records Book 3901, Page 2637, all of the Public Records of Collier County, Florida, TOGETHER WITH any other lien or encumbrance held by Regions Bank encumbering the land described in the Public Park Easement to which this Joinder is attached (collectively the "Mortgage"), hereby consents to and joins in said Easement, and agrees that the lien of the Mortgage is subordinated to the rights of the public described in said Easement.

Nothing contained herein shall be deemed to in any way limit or affect the validity of the Mortgage held by Regions Bank, the priority of the lien created thereby in the balance of the property described in said Mortgage, and the sole purpose of this Joinder is to acknowledge the consent of said Public Park Easement as hereinabove provided and to subordinate the Mortgage to the public rights created thereby.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

MORTGAGEE:

Regions Bank,  
Successor by merger to AmSouth Bank

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Joinder of Mortgagee was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, as Vice President of Regions Bank, successor by merger to AmSouth Bank, who is personally known to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name  
My Commission Expires: \_\_\_\_\_

[affix seal]

EXHIBIT "A"  
EASEMENT AREA LEGAL DESCRIPTION AND GRAPHIC DEPICTION

**BBLs**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: (239) 597-1315  
FAX: (239) 597-5207

**LEGAL DESCRIPTION**  
**PUBLIC PARK EASEMENT**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHEASTERLY CORNER OF LOT 108, GOLDEN SHORES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 25 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SANDPIPER STREET, THENCE RUN N.00°24'44"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.62 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N.00°24'44"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 117.12 FEET; THENCE RUN N.71°08'23"E. ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 40.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 41, THE SAME BEING A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 11,409.19 FEET, A CENTRAL ANGLE OF 00°32'52", A CHORD BEARING OF S.57°19'15"E., AND A CHORD LENGTH OF 109.08 FEET; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 109.08 FEET TO THE END OF SAID CURVE; THENCE RUN S.32°57'11"W., A DISTANCE OF 21.25 FEET; THENCE RUN S.76°32'59"W., A DISTANCE OF 32.34 FEET; THENCE RUN S.44°42'40"W., A DISTANCE OF 72.87 FEET; THENCE RUN N.55°27'22"W., A DISTANCE OF 17.33 FEET; THENCE RUN S.79°03'44"W., A DISTANCE OF 21.15 FEET TO THE **POINT OF BEGINNING**.


AND

**COMMENCE** AT THE NORTHEASTERLY CORNER OF LOT 108, GOLDEN SHORES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 25 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SANDPIPER STREET, THENCE RUN S.89°37'27"W., ALONG SAID EASTERLY RIGHT OF WAY LINE LINE, A DISTANCE OF 8.81 FEET TO THE

POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S.29°55'50"W., A DISTANCE OF 58.98 FEET; THENCE RUN S.85°03'41"W., A DISTANCE OF 22.39 FEET; TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 899.93 FEET, A CENTRAL ANGLE OF 09°15'58", A CHORD BEARING OF S.14°46'16"W., AND A CHORD LENGTH OF 145.38 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 145.54 FEET TO A COMPOUND CURVE TO THE LEFT, HAVING: A RADIUS OF 904.03 FEET, A CENTRAL ANGLE OF 08°09'22", A CHORD BEARING OF S.11°05'06"W., AND A CHORD LENGTH OF 128.58 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 128.69 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°29'24"E., A DISTANCE OF 450.88 FEET; THENCE RUN S.89°40'01"W., A DISTANCE OF 15.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N.00°29'24"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 451.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 919.03 FEET, A CENTRAL ANGLE OF 08°10'35", A CHORD BEARING OF N.11°02'02"E., AND A CHORD LENGTH OF 131.04 FEET; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 131.15 FEET TO A COMPOUND CURVE TO THE RIGHT, HAVING: A RADIUS OF 914.93 FEET, A CENTRAL ANGLE OF 12°25'41", A CHORD BEARING OF N.16°23'36"E., AND A CHORD LENGTH OF 198.07 FEET; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 198.46 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°37'27"E. ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 47.55 FEET TO THE POINT OF BEGINNING.

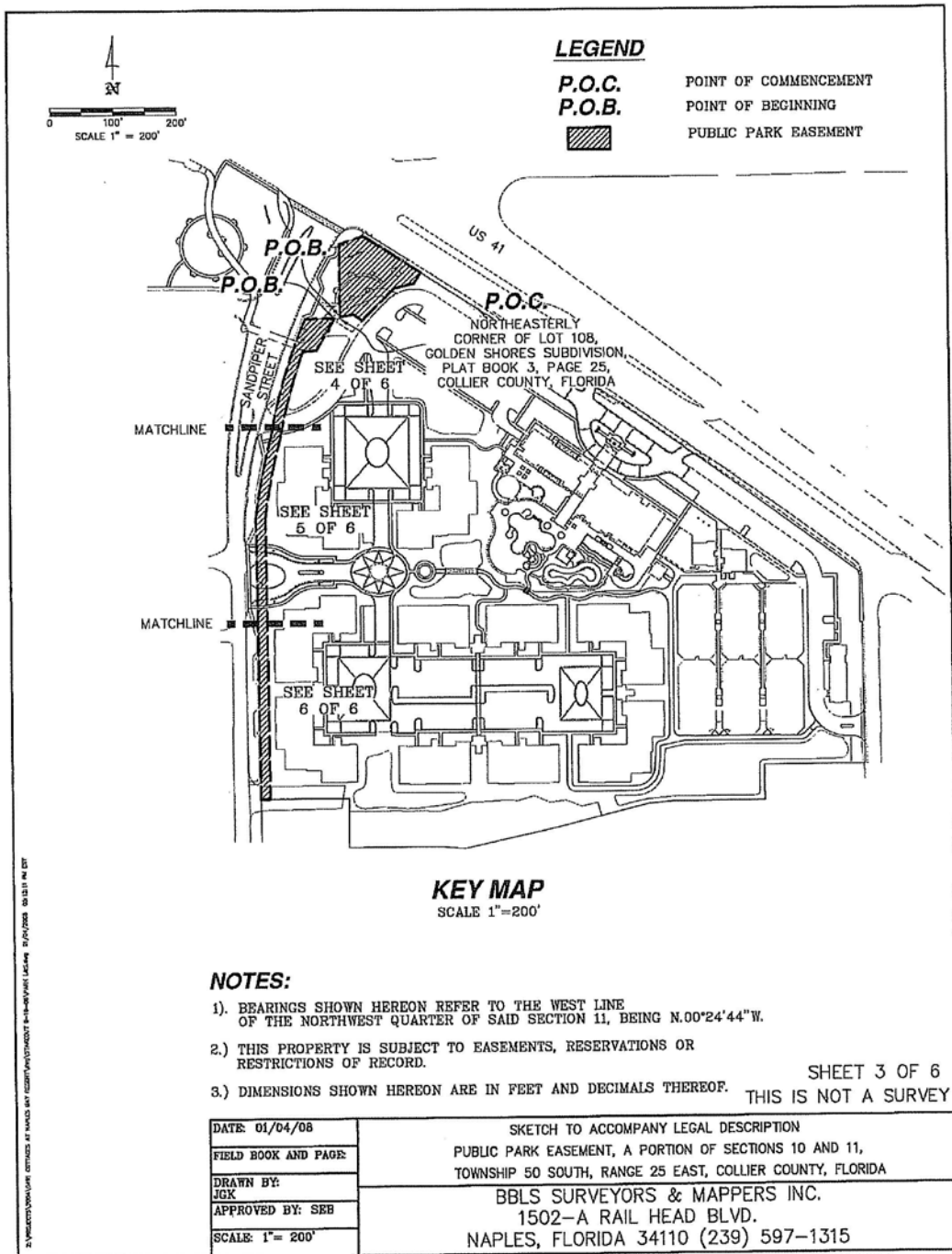
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, BEING N.00°24'44"W.

THIS PROPERTY IS SUBJECT TO BASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

  
01/03/08  
STEPHEN E. BERRY, STATE OF FLORIDA, (LS #5296)  
BBL SURVEYORS & MAPPERS INC., (LB #6753)  
PROJECTS\049\1\PARK REV 010308.DOC  
PROOFED BY SEB

(SEE ATTACHED SKETCHES – SHEETS 3 THROUGH 6)





**KEY MAP**  
SCALE 1"=200'

**NOTES:**

- 1). BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, BEING N.00°24'44"W.
- 2). THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3). DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

SHEET 3 OF 6  
THIS IS NOT A SURVEY

DATE: 01/04/08	SKETCH TO ACCOMPANY LEGAL DESCRIPTION PUBLIC PARK EASEMENT, A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA BBL SURVEYORS & MAPPERS INC. 1502-A RAIL HEAD BLVD. NAPLES, FLORIDA 34110 (239) 597-1315
FIELD BOOK AND PAGE:	
DRAWN BY: JGK	
APPROVED BY: SEB	
SCALE: 1"= 200'	

2. UNLESS OTHERWISE NOTED, ALL MAPS AND RESURVEYMENTS IN THIS PROJECT WERE MADE BY BBL SURVEYORS & MAPPERS INC. 01/04/08 10:31 AM EST

