

This instrument was prepared without opinion of title by, and after recording return to: Daniel K. Weidenbruch, Esq. Roetzel & Andress, A Legal Professional Association 850 Park Shore Drive Trianon Centre, Third Floor Naples, Florida 34103 (239)649-6200

(Information above this line for recording data)

LESSEE'S CONSENT TO TEMPORARY CONSTRUCTION ACTIVITIES

THIS LESSEE'S CONSENT TO TEMPORARY CONSTRUCTION ACTIVITIES (the "Consent"), is made this 20th day of October, 2011, by and between the City of Naples Airport Authority, a political subdivision of the State of Florida whose post office address is 160 Aviation Drive N, Naples, Florida 34104 (hereinafter referred to as "Lessee"), and the City of Naples, a municipal corporation of the State of Florida, whose post office address is 735 8th Street South, Naples, Florida 34102 (hereinafter referred to as "Lessor").

WITNESSETH THAT:

WHEREAS, Lessor is the fee simple owner of the real property located in Collier County, Florida, as legally described and graphically depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Property"); and

WHEREAS, Lessee has a leasehold interest in the Easement Property pursuant to that certain Lease recorded at Official Records Book 488, Page 227, of the Public Records of Collier County, Florida (the "Lease"); and

WHEREAS, Lessor desires to obtain from Lessee, and Lessee desires to grant to Lessor, its consent for certain temporary construction activities including ingress, egress, staging, storage of materials and all other uses reasonably necessary in connection with Lessor's installation and construction of a water line and/or transmission main on certain real property owned by Lessee (but subject to the Lease) adjacent to the Easement Property, as more particularly set forth below.

NOW, THEREFORE, for TEN AND 00/100THS DOLLARS (\$10.00), and other good and valuable consideration including the premises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference as if fully set forth herein.
2. Grant of Consent. Lessee hereby consent to Lessor's use of the Easement Property for ingress, egress, staging, storage of materials and all other uses reasonably necessary

or incidental in connection with Lessor's installation and construction of a water line and/or transmission main on certain real property owned by Lessee (but subject to the Lease) adjacent to the Easement Property, provided that access shall be subject to all applicable security rules and regulations.

3. Term. This Consent shall be effective from February 15, 2012 through October 30, 2012.

4. Additional Rights of Lessor. The consent and rights herein granted include, without limitation, the right of Lessor (but not the obligation) to trim and remove roots, trees, shrubs, bushes, plants, fences and other improvements and obstructions on and under the surface of the Easement Property as may be reasonably necessary or convenient (in Lessor's reasonable discretion) for Lessor to enjoy and use the Easement Property as provided for herein, provided that the perimeter security shall be maintained at all times.

5. Attorney's Fees and Costs. In any litigation arising out of the interpretation or enforcement of this Consent, the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorney's fees and costs, including appellate fees and costs.

6. Final Agreement; Construction. This Consent represents the entire agreement of the parties. All prior and contemporaneous agreements and understandings are contained herein. This Consent shall not be construed more favorably or against either party hereto. The caption headings are inserted for convenience only, and in no way limit or define the contents of this Consent.

7. Governing Law and Venue. This Consent shall be governed and construed in accordance with Florida law, exclusive of choice of law rules, and any action brought hereon shall only be brought in a court of competent jurisdiction in Collier County, Florida.

8. Successors Bound; Covenants Running with the Land. This Consent shall be binding upon and inure to the benefit of Lessee and Lessor and their respective heirs, personal representatives, successors and assigns.

[SIGNATURE AND NOTARY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Lessee has executed this Consent effective the day and year set forth above.

Witnesses:

LESSEE:

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

Theodore D. Spidley
Witness Name: Theodore D. Spidley

Shela A. Dugan
Witness Name: Shela A. Dugan

By: Cormac Giblin
Cormac Giblin, Chairman

STATE OF FLORIDA)
) ss:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 20 day of October, 2011 by Cormac Giblin, as Chairman of the City of Naples Airport Authority, a political subdivision of the State of Florida who [] is personally known to me, or [] has produced as identification.

[NOTARY SEAL]



Genevieve O'Connell
Notary Public
Printed Name: GENEVIEVE O'CONNELL
My commission expires: 3-11-2012

Approved as to form and
legal sufficiency:
[Signature]
NAA Counsel

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT "G"**

**A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
AT THE CITY OF NAPLES MUNICIPAL AIRPORT**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN N 89°00'00" W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, THE SAME BEING THE WEST RIGHT-OF-WAY LINE OF NORTH ROAD, A 66 FOOT WIDE RIGHT-OF-WAY, FOR A VARIABLE OF 400.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONSTANT N 89°00'00" W, ALONG SAID WEST LINE, FOR A DISTANCE OF 400.00 FEET; THENCE RUN S 89°00'00" E FOR A DISTANCE OF 400.00 FEET; THENCE RUN S 00°00'00" E FOR A DISTANCE OF 400.00 FEET; THENCE RUN S 89°00'00" W FOR A DISTANCE OF 400.00 FEET; THENCE RUN S 00°00'00" E FOR A DISTANCE OF 400.00 FEET; THENCE RUN S 89°00'00" W FOR A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, CONTAINING 4000 SQUARE FEET OR THEREABOUTS, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND IN RESTRICTIONS OF RECORD.

MEASUREMENTS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA AS BEING N 89°00'00" W.

Eric V. Sandoval 5-8-11
 SIGNATURE DATE DRAWN
 ERIC V. SANDOVAL (FOR THE FIRM - LG-134)
 PROFESSIONAL SURVEYOR AND MAPPER
 A PROFESSIONAL ENGINEER (NO. 1222)

* THIS IS NOT A SURVEY *



DRAWN BY: M.A.T.	JOB NO.: 1525.03	SHEET 1 OF 2
LEGAL DESCRIPTION "G"		
A TEMPORARY CONSTRUCTION EASEMENT "G" SECTION 15, TOWNSHIP 29 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA		
DATE: MARCH 2011	DRAWING NUMBER: 1525.03-G	

