

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

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LESSEE'S CONSENT TO CONSTRUCTION AND INSTALLATION OF PERPETUAL WATER LINE AND TRANSMISSION MAIN

THIS LESSEE'S CONSENT TO CONSTRUCTION OF PERPETUAL WATER LINE AND TRANSMISSION MAIN (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").

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 to Lessor's construction, excavation, installation, operation, relocation, maintenance and repair of a water line and/or transmission main, together with all related and/or ancillary improvements, facilities, equipment, apparatus and appurtenances in, on, over, across, through and under 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 consents to Lessor's construction, excavation, installation, operation, relocation, maintenance and repair of a water line and/or transmission

main, together with all related and/or ancillary improvements, facilities, equipment, apparatus and appurtenances (collectively, the “**Improvements**”) in, on, over, across, through and under the Easement Property. The foregoing shall include the right of Lessor to access the Easement Property, provided that access shall be subject to all applicable security rules and regulations

3. Additional Rights of Lessor. The consent and rights herein granted include, without limitation, the right of Lessor (but not the obligation) from time to time 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, use and/or access the Improvements, provided that the perimeter security fence shall be maintained at all times. Lessee shall be prohibited from planting, constructing or placing any vertical improvements on or within the Easement Property.

4. Attorney’s Fees and Costs. In any litigation arising out of the interpretation or enforcement of this Easement, 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.

5. 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.

6. 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.

7. 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. Splidky
Witness Name: Theodore D. Splidky

By: Cormac Giblin
Cormac Giblin, Chairman

Shela Duggan
Witness Name: Shela Duggan

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
UTILITY EASEMENT "A"**

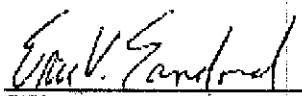
**A 20 FOOT WIDE UTILITY EASEMENT
AT THE CITY OF NAPLES MUNICIPAL AIRPORT**

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN N 00°06'20" W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, THE SAME BEING THE WEST RIGHT-OF-WAY LINE OF NORTH ROAD, A 60 FOOT WIDE RIGHT-OF-WAY, FOR A DISTANCE OF 690.22 FEET; THENCE RUN N 90°00'00" E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH ROAD, FOR A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE STRIP OF LAND; THENCE RUN N 00°06'07" W FOR A DISTANCE OF 765.84 FEET; THENCE RUN N 11°15'00" W FOR A DISTANCE OF 88.15 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN N 00°06'20" W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1,098.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN N 89°34'25" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 20.00 FEET; THENCE RUN S 00°06'20" E FOR A DISTANCE OF 1,086.91 FEET; THENCE RUN S 11°15'00" E FOR A DISTANCE OF 88.18 FEET; THENCE RUN S 00°06'07" E FOR A DISTANCE OF 767.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH ROAD; THENCE RUN N 90°00'00" W, ALONG SAID NORTH LINE, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE STRIP OF LAND, CONTAINING 0.90 ACRE OR 38,052 SQUARE FEET, MORE OR LESS.

NOTES:

1. SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING N 00°06'20" W.

 3-8-11
 SIGNATURE DATE SIGNED:
 ERIC V. SANDOVAL (FOR THE FIRM - LB-734)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 9223

* THIS IS NOT A SURVEY *

 <p>2525 Santa Cruz Fort Myers, FL 33903-5512 239.276.1200 • FAX 239.276.0222 E-Mail: info@tkw.com Engineering Certificate # 2002 Survey LB # 734</p>	DRAWN BY: M.A.T. JOB NO.: 10539.00 SHEET 1 OF 2
	LEGAL DESCRIPTION "A"
	20 FOOT WIDE UTILITY EASEMENT "A" SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA
DATE: MARCH 2011	DRAWING: 10539-LEG-A2

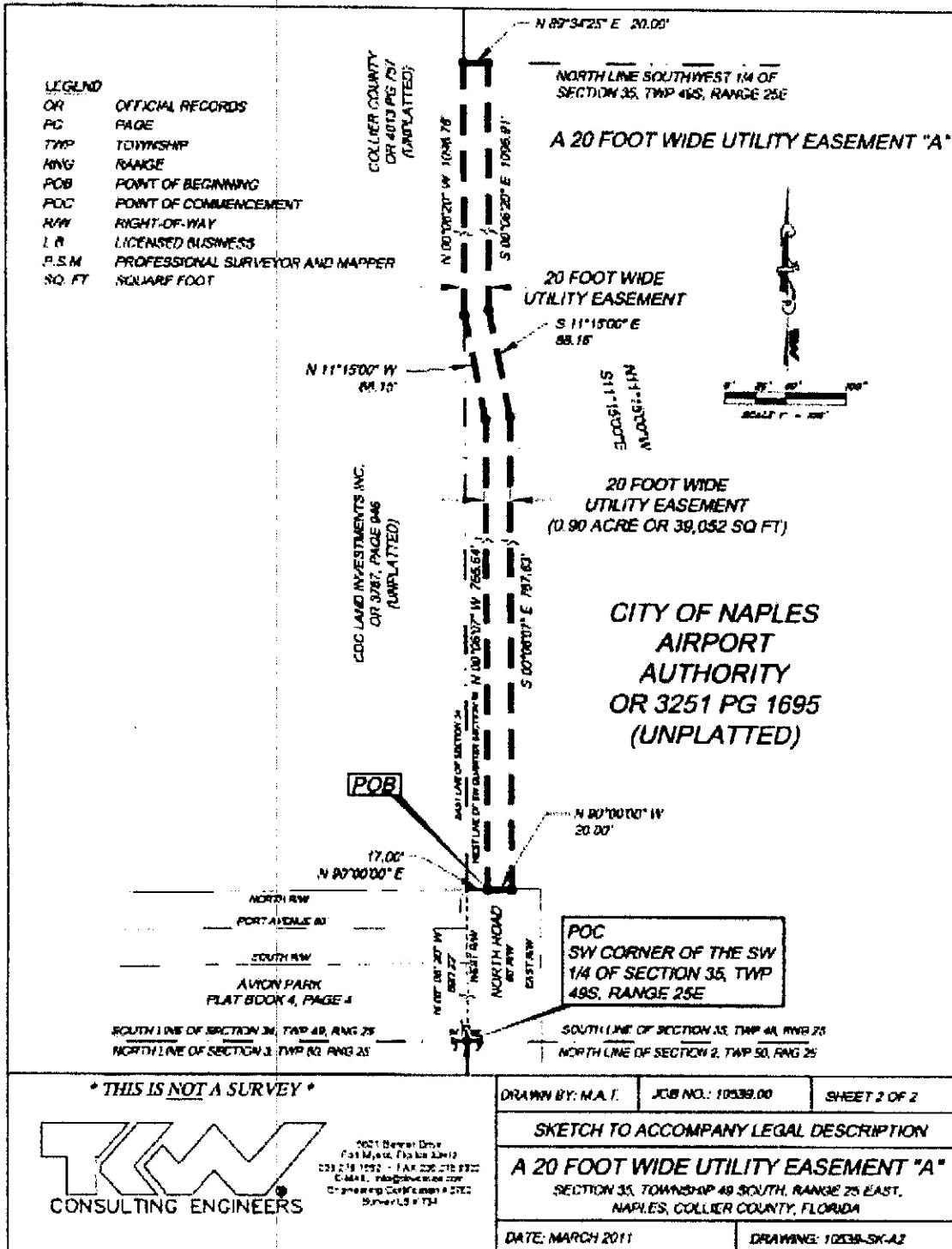


Exhibit "A"
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