INTERLOCAL AGREEMENT BETWEEN COLLIER COUNTY AND THE CITY OF MARCO ISLAND, THE HIDEAWAY BEACH DISTRICT AND THE HIDEAWAY BEACH ASSOCIATION, INC., FOR THE PROVISION OF A PUBLIC RESTROOM AND EROSION CONTROL STRUCTURES IN THE HIDEAWAY BEACH SECTION OF MARCO ISLAND.

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into this 23rd day of March, 2010, by and between the Board of County Commissioners, the governing body of Collier County, a political subdivision of the State of Florida, hereinafter referred to as "County," the City of Marco Island, a Florida municipal corporation, hereinafter referred to as "City," the Hideaway Beach District, a dependent special district within the meaning of Ch. 189, Fla. Stat., hereafter referred to as "District" and the Hideaway Beach Association, Inc., hereafter referred to as "Association," a not for profit Florida corporation.

RECITALS:

WHEREAS, the County adopted a Tourist Development Category "A" Funding Policy for beach renourishment and erosion control on November 1, 2005; and

WHEREAS, the goal of the County's adopted policy is to maintain and enhance the shoreline beaches and provide visitors and residents convenient public beach access and quality beach amenities; and

WHEREAS, the County reviewed a Grant Application from the City and the District on June 24, 2008, requesting $1.6 million dollars to fund erosion control structures on Hideaway Beach based on that approved Tourist Development Council (TDC) Funding Policy; and

WHEREAS, the District has hired engineers to design, permit and construct a project to renourish Hideaway Beach and provide six additional permanent erosion control structures (the "Project"); and

WHEREAS, the County desires to fund the portion of the Project related to construction of permanent erosion control structures on Hideaway Beach; and

WHEREAS, the City and the District desire to fund the portion of the Project related to renourishment and the placement of sand on Hideaway Beach; and

WHEREAS, the District shall be responsible for the costs for the annual monitoring anticipated to be required by the permit for the Project to be issued by State of Florida, Department of Environmental Protection (FDEP); and

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RECORDED 4/7/2010 2:43 PM PAGES 20
DWIGHT E. BROCK
COLLIER COUNTY CLERK OF THE CIRCUIT COURT
REC $171.50

WHEREAS, the Association will grant the County and the District an easement for a public restroom and an easement providing pedestrian access to the public restroom from the beach at no cost to County or Association; and

WHEREAS, the District will provide and fund the engineering, permitting, design, and construction of a public restroom on Hideaway Beach to benefit all members of the public; and

WHEREAS, the Hideaway Beach District will be responsible for the engineering, permitting (local, state and federal), design, construction, inspection and all permit compliance of the Project; and

WHEREAS, the District will be responsible for the engineering permitting (local, state and federal), design, construction, inspection and all permit compliance of the public restroom and any related access improvements (if any) at Hideaway Beach; and

WHEREAS, the County will review and approve the design of the public restroom prior to starting said construction. Hideaway Beach Association will have the final approval of the public restroom, which approval shall not be unreasonably withheld. Both parties previously agreed to the design set forth in Exhibit "A".

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS. The above recitals are true and correct and incorporated herein.

2. ELIGIBILITY FOR FUNDING. The Hideaway Beach portion of the northern beach area of Marco Island is eligible for TDC funding under the County adopted policy for the construction of erosion control structures. The total cost requested by the City and the District is $1.6 million dollars and will be funded by the County with Tourist Development Tax funds payable to the City on a cost reimbursement basis, not to exceed $1.6 million dollars, for construction of the erosion control structures based on pricing submitted by the lowest, qualified and responsive bidder.

The District will provide the funding for the renourishment portion of the Project.

3. SPONSORSHIP. The City agrees to sponsor the Project on behalf of the District and to secure funding to supplement the Tourist Development Tax funds for completion of the renourishment and stabilization project and the professional services associated with the erosion control structures and any cost overruns above the $1.6 million approved for construction of the erosion control structures. Permits will be issued in the City and County's name. The City and the District will obtain any additional permits required by state, local or federal permitting agencies. The District will obtain any necessary easements from the beachfront property owners in the area of the Project. The County will maintain ownership of the erosion control structures.

4. CITY AND DISTRICT OBLIGATIONS.

(a) The District will provide full funding for the public restroom and any access related improvements (if any). Unless permitting or completion is delayed by regulatory agency review or acts of God, if the public restroom is not built (final completion) within twelve (12) months from the date of completion of the six additional erosion control structures, then the City shall remit back to the County the funds expended by the County for the erosion control structures; however, the County Manager may extend the completion deadline for good cause shown.

(b) The District will pursue all necessary grant applications, engineering, environmental and technical work and seek the appropriate environmental permits for the public restroom and any access related improvements (if any). All applications and permits for the public restroom and pedestrian access related improvements (if any) will be in the name of the County and/or the underlying property owner. The District will provide the design plans and location to the County for approval prior to beginning work; which approval shall not be unreasonably withheld. If County has not delivered written objection to the District within thirty (30) days after the design plans and location are provided to County, the County shall be deemed to have approved the plans and location.

(c) The Association shall grant: (i) an easement in favor of the County and the District for the construction, operation, maintenance and repair of a public, pedestrian-only access area, which shall be restricted by the County and the District in its hours of availability for public use, to and from the public beach area only at Hideaway Beach to and from the public restroom (the "Public Pedestrian Access Easement" attached hereto and incorporated by reference as Exhibit "B"); and (ii) an easement in favor of the County and the District for the District's construction, operation, maintenance and repair of the public restroom (the "Public Restroom Easement" attached hereto and incorporated by reference as Exhibit "C"). As a material inducement for the Association to enter into this Agreement, the parties hereto agree that the Public Pedestrian Access Easement shall be limited to and from the public beach area only at Hideaway Beach and that no other public access to and from the public restroom will be sought or obtained hereafter by any party to this Agreement as any such additional public access would significantly and adversely impact property values within Hideaway Beach. The granting of the easements is for public access to the public restroom. The District will own, operate, monitor, maintain and repair the public restroom to be constructed pursuant to the Public Restroom Easement and access related improvements (if any) to be constructed pursuant to the Public Pedestrian Access Easement. Use of the Public Pedestrian Access Easement and the Public Restroom Easement shall be restricted to the same days of the week and time of day that the County's Tigertail Park is open for use by the public. Should the District cease to exist, the City shall assume all of the District's rights and obligations hereunder and as contained in the Public Restroom Easement and Public Pedestrian Access Easement; in such event, however, the Association may elect to assume

responsibility for operation, maintenance and repair of the public restroom and pedestrian access improvements.

5. PRIVATE PROPERTY EASEMENTS. The District will process the necessary easements from the property owners fronting on the Project area and grant the same rights under those easements to the selected vendors and contractors for purposes of completing the Project. The District will record those easements through the County Clerk's Office and notify the County when this is complete. No construction will commence until all easements have been recorded with the County Clerk's Office.

6. DISTRICT TO COMPLETE PERMIT CONDITIONS. The District shall be responsible to fulfill the ongoing obligations of the permits and all conditions of the permits such as annual monitoring and continued maintenance of the erosion control structures and beach area.

7. PROJECT PERIOD. In order to complete the Project in a timely manner, the County and City agree that the construction of the beach renourishment and stabilization Project will be allowed to occur during sea turtle nesting season (May 1st to October 31st) provided it is approved by the Florida Department of Environmental Protection and the Army Corps of Engineers. The District shall follow all available techniques to minimize impact, if any, to sea turtle nests.

8. INDEMNIFICATION. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Collier County shall indemnify, defend and hold harmless the Association, the District and the City against any actions, claims or damages arising out of Collier County's negligence in connection with this Agreement, and the District and City shall indemnify, defend and hold harmless Collier County against any actions, claims, or damages arising out of the District and City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

9. MISCELLANEOUS PROVISIONS.

A. Any and all notices, designations, consents, offers, acceptances, or other communications provided for herein shall be given to the City and to the District, attention City Manager, City of Marco Island, 50 Bald Eagle Drive, Marco Island, FL 34145. Notice to the County, attention County Manager, Collier County Government Complex, 3301 Tamiami Trail East, Naples, FL 34112. Notice to the Association, attention Association Manager, 250 South Beach Drive, Marco Island, FL 34145.

B. This writing embodies the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to the subject matter herein, no alteration change or modification to the terms of this Agreement shall

have any force or effect unless made in writing and signed by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. This Agreement may be executed in each of several copies, each of which may be considered an original.

C. Except as to the District, the City may not sell, transfer, or assign this Agreement, or any part hereof, without the written consent of the County and the Association.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

ATTEST:
DWIGHT E. BROCK, Clerk

Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legal sufficiency:

Colleen M Greene

For: Jeffrey A. Klatzkow
County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: Fred W. Coyle
FRED W. COYLE, Chairman

ATTEST:

Laura Litzen, City Clerk

CITY OF MARCO ISLAND, FLORIDA

By:
Robert Popoff, Chairman

Approved as to form and legal sufficiency:

City Attorney

State of FLORIDA
County of COLLIER

I HEREBY CERTIFY THAT this is a true and correct copy of a document on file in Board Minutes and Records of Collier County
WITNESS my hand and official seal this 28th day of April, 2010

DWIGHT E. BROCK, CLERK OF COURTS
By: D.C.

HIDEAWAY BEACH DISTRICT

(SEAL)

By: Liz Bryan
Liz Bryan, Secretary

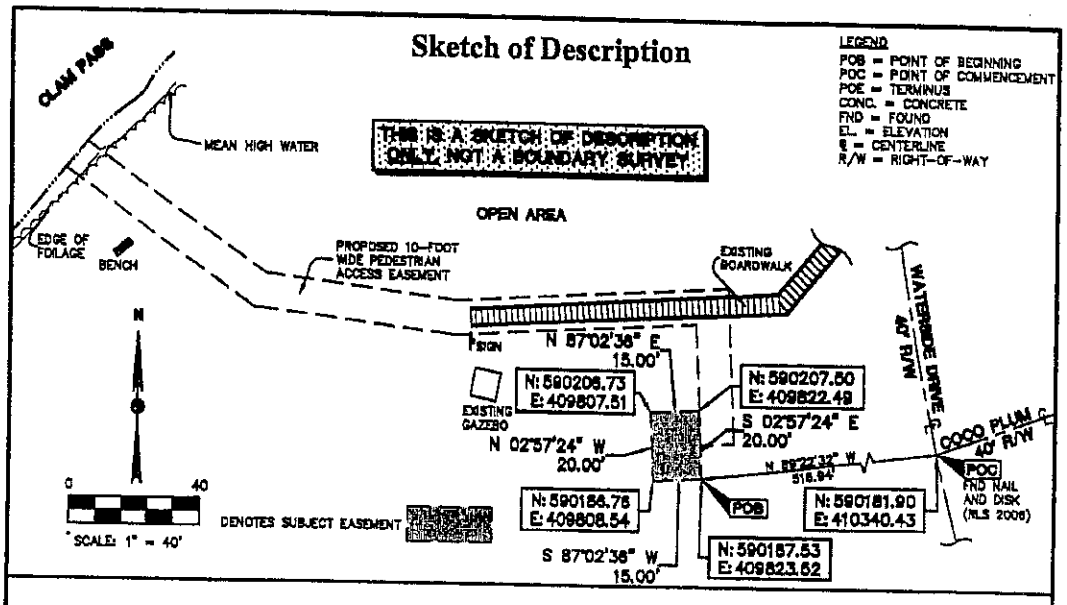
HIDEAWAY BEACH ASSOCIATION

(SEAL)

By: 2-26-10
John Barto, Jr., President

09-CZM-00039/11

Sketch of Description



Surveyor's Notes

1. All horizontal and vertical dimensions are in feet and decimals thereof.
2. The hereon Legal Description and Sketch of Description was prepared without the benefit of an abstract of title or title opinion; therefore it is subject to any easements, encumbrances, reservations, restrictions, right-of-ways, use, and other matters of title that may be found by a complete abstract of title opinion.
3. The hereon Legal Description and Sketch of Description are subject to any underground or not visible improvements.
4. Underground improvements, if any, have not been located.
5. Portions of the property described hereon maybe subject to the jurisdiction and restrictions of governmental agencies. The proper agencies should be contacted for the latest information prior to the use of the property.
6. The hereon Legal Description and Sketch of Description does not reflect or determine ownership.
7. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Legal Description
Public Restroom Easement

Being a portion of the Open Area tract, HIDEAWAY BEACH, BEING A SUBDIVISION OF GOVERNMENT LOT 5 OF SECTION 6 AND GOVERNMENT LOTS 3, 4, AND 5 OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, according to the plat thereof recorded in Plat Book 6, Pages 80 through 85 in the Official Records of Collier County, Florida and which is more particularly described as follows:

Commencing at a nail and disk (stamped "RLS 2006") having a grid coordinate value of North (y) 590181.90 and East (x) 410340.43 that is marking the centerline intersection of Waterside Drive (a private roadway having a 40-foot wide right-of-way) and Coco Plum Lane (a private roadway having a 40-foot wide right-of-way), according to the above referenced plat; thence North 89° 22' 32" West 516.94 feet to the **Point of Beginning** having a grid coordinate value of North (y) 590187.53 and East (x) 409823.52; thence South 87° 02' 36" West 15.00 feet to a point having a grid coordinate value of North (y) 590186.76 and East (x) 409808.54; thence North 02° 57' 24" West 20.00 feet to a point having a grid coordinate value of North (y) 590206.73 and East (y) 409807.51; thence North 87° 02' 36" East 15.00 feet to a point having a grid coordinate value of North (y) 590207.50 and East (x) 409822.49; thence South 02° 57' 24" East 20.00 feet to the **Point of Beginning.**

Bearings and grid coordinates mentioned in this Legal Description are based upon the Florida State Plane Coordinate System, NAD 83 (2007) (North American Datum, 1983, Adjustment of 2007), Florida East Zone.

The National Geodetic Survey (NGS) Tidal Benchmark "872 4991 D TIDAL" was utilized to establish the grid coordinate values.

Prepared by:
American Engineering Consultants of Marco Island, Inc.
Certificate of Authorization Number: LB #7419

PRELIMINARY

T. Alan Neal, PLS
Professional Land Surveyor
State of Florida Reg. Number 4656

SHEET 1 OF 1

LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION
PUBLIC RESTROOM EASEMENT
SECTION 7, TOWNSHIP 52 SOUTH, RANGE 26 EAST

AMERICAN ENGINEERING CONSULTANTS
OF MARCO ISLAND, INC.
CERTIFICATE OF AUTHORIZATION: #26446, LB# 7419
573 BALD EAGLE DR. MARCO ISLAND, FL. 34145 (239) 394-1997 (FAX) 394-7571

SCALE :	DATE :	JOB NUMBER :
NOTED	7-20-2009	10621-002-01

Exhibit "A"

Property I.D. No.:
Prepared without opinion of title
by and after recording return to:
R. Bruce Anderson
Roetzel & Andress, LPA
850 Park Shore Drive
Naples, Florida 34103
(239) 649-6200

(Space above this line for recording data)

INTERLOCAL AGREEMENT EXHIBIT – B.
PUBLIC PEDESTRIAN ACCESS EASEMENT

THIS PUBLIC PEDESTRIAN ACCESS EASEMENT ("Easement") is made this day of March 23, 2010 by **Hideaway Beach Association, Inc.**, a not for profit Florida corporation, its successors and/or assigns ("Grantor"), whose address is 250 South Beach Drive, Marco Island, Florida 34145, to Collier County, Florida, a political subdivision of the State of Florida (hereinafter "Collier County" or "Grantee"), the City of Marco Island, a Florida municipal corporation (hereinafter "City" or "Grantee"), the Hideaway Beach District, a special district of the City of Marco Island (hereinafter "District" or "Grantee"), for the use, enjoyment and benefit of the public.

WITNESSETH:

Grantor, as the fee owner 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 for the use of the public a perpetual, non-exclusive access easement for pedestrian travel including construction of boardwalk if appropriate over and across the "Easement Area", for the use, enjoyment, and benefit of the public, subject to the following conditions and limitations:

1. District shall improve the Easement Area for public pedestrian access purposes to and from the Public beach area at Hideaway Beach to and from a public restroom to be constructed, operated, maintained and repaired by District, and District shall design, permit, construct, operate, maintain, and repair, at its expense, any such (if any) access related improvements within the Easement Area. If applicable, Collier County shall cooperate with Grantor and District in any such access related improvements. District shall maintain the Easement Area in such a way that is substantially equivalent to level of maintenance performed by Collier County, Florida of public pedestrian access at Tigertail Park.
2. The County shall have the right but not the obligation to construct, operate, maintain or repair the Easement Area including the right to construct a boardwalk if approved by the Grantor and District.
3. Public use of the Easement Area shall be limited to the days of the week and time of day that Collier County's Tigertail Park is open to the public. District shall have the right to

temporarily limit, restrict or suspend public access to the Easement Area in order to maintain, and/or repair the Easement Area. Collier County may inspect the Easement Area semi-annually to assure District's compliance with the terms of this Easement. As a material inducement for the Association to grant this Easement, the Grantees agree that the Public Pedestrian Access Easement shall be limited to and from the public beach area only at Hideaway Beach and that no other public access to and from the public restroom will be sought or obtained hereafter by any Grantees as any such additional public access would significantly and adversely impact property values within Hideaway Beach. The Easement Area is intended to be used by and be available to members of the public who access the Easement Area from the public beach abutting the Hideaway Beach development. Use of the Easement Area shall be limited to only those members of the public who access the Easement Area directly from the public beach.

4. Grantor hereby represents and warrants to Grantee that: (i) it is the present fee simple title owner of the Easement Area; (ii) that the Easement Area is free and clear of all liens and encumbrances; and (iii) Grantor has good right and lawful authority to convey and dedicate this Easement.

5. If any term or provision of this 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 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 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.

6. This 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 Easement shall lie exclusively in the state courts of Collier County, Florida. The prevailing party in any action, or in any ancillary proceeding or an appeal, to enforce or interpret any of the terms or provisions of this Easement shall be entitled to injunctive relief, specific performance or other relief.

7. After formal acceptance of this Easement by the Grantee, it shall be recorded in the Public Records of Collier County, Florida.

8. Should the District cease to exist, the City shall assume all of the District's rights and obligations hereunder; in such event, however, the Association may elect to assume responsibility for operation, maintenance and repair of the public restroom and pedestrian access improvements.

The foregoing covenants, terms and conditions shall attach to and run with the Easement and the Easement Area, and shall be binding upon the parties and their successors and/or assigns.

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

"GRANTOR":

Signed in the presence of:

Hideaway Beach Association, Inc.,
a Florida non-profit corporation

Witness: Mary E. Fehr

Witness : PAMELA TOIGO

By: 2-26-10
John Barto, Jr, President

STATE OF FLORIDA)
)ss:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 26 day of Feb., 2010, by John Barto, Jr., as President of Hideaway Beach 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: _____

MARY E. FEHR
MY COMMISSION # DD 849003
EXPIRES: April 22, 2013
Bonded Thru Budget Notary Services

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

ACCEPTED BY GRANTEE:

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

By: Fred W. Coyle
FRED W. COYLE, Chairman

Approved as to form and
legal sufficiency:

Colleen M Greene
For: Jeffry A. Klatkow,
County Attorney

ATTEST:

_____
Laura Litzen, City Clerk

ACCEPTED BY GRANTEE:

CITY OF MARCO ISLAND, FLORIDA

By: _____
ROBERT POPOFF, Chairman

Approved as to form and
legal sufficiency:

_____
City Attorney

(SEAL)

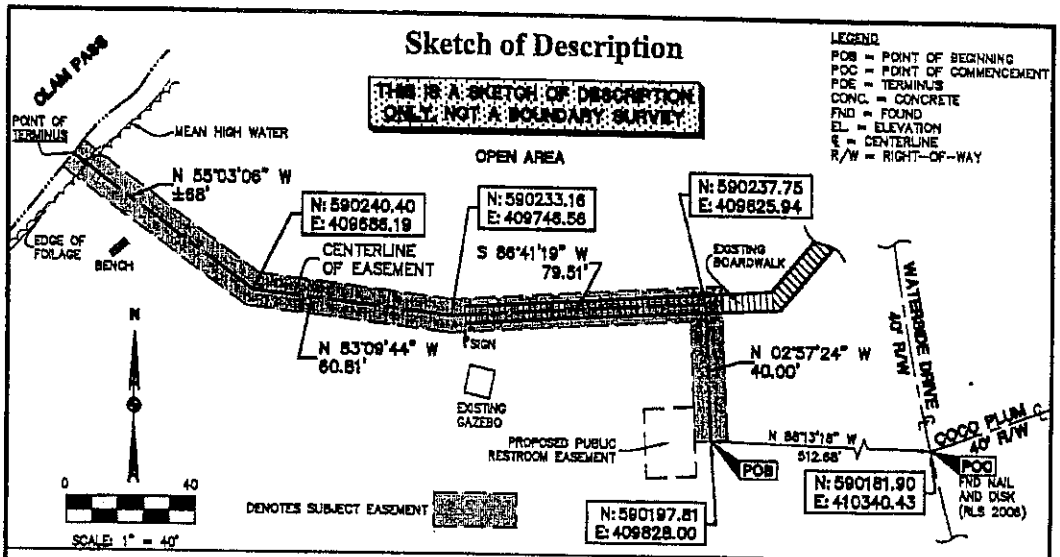
ACCEPTED BY GRANTEE:

HIDEAWAY BEACH DISTRICT

By: Liz Bryan
LIZ BRYAN, Secretary

583888 v_09

Sketch of Description



Surveyor's Notes

1. All horizontal and vertical dimensions are in feet and decimals thereof.
2. The hereon Legal Description and Sketch of Description was prepared without the benefit of an abstract of title or title opinion, therefore it is subject to any easements, encumbrances, reservations, restrictions, right-of-ways, use, and other matters of title that may be found by a complete abstract of title opinion.
3. The hereon Legal Description and Sketch of Description are subject to any underground or not visible improvements.
4. Underground improvements, if any, have not been located.
5. Portions of the property described hereon maybe subject to the jurisdiction and restrictions of governmental agencies. The proper agencies should be contacted for the latest information prior to the use of the property.
6. The hereon Legal Description and Sketch of Description does not reflect or determine ownership.
7. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Legal Description
Public Pedestrian Access Easement

Being a portion of the Open Area tract, HIDEAWAY BEACH, BEING A SUBDIVISION OF GOVERNMENT LOT 5 OF SECTION 6 AND GOVERNMENT LOTS 3, 4, AND 5 OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, according to the plat thereof recorded in Plat Book 6, Pages 80 through 85 in the Official Records of Collier County, Florida and which is an easement for public pedestrian access purposes that is 10 feet wide and lying 5 feet on each side of the following described line:

Commencing at a nail and disk (stamped "RLS 2006") having a grid coordinate value of North (y) 590181.90 and East (x) 410340.43 that is marking the centerline intersection of Waterside Drive (a private roadway having a 40-foot wide right-of-way) and Coco Plum Lane (a private roadway having a 40-foot wide right-of-way), according to the above referenced plat; thence North 88° 13' 18" West 512.68 feet to the **Point of Beginning** having a grid coordinate value of North (y) 590197.81 and East (x) 409828.00; thence North 02° 57' 24" West 40.00 feet to a point having a grid coordinate value of North (y) 590237.75 and East (x) 409825.94; thence South 86° 41' 19" West 79.51 feet to a point having a grid coordinate value of North (y) 590233.16 and East (y) 409746.56; thence North 83° 09' 44" West 60.81 feet to a point having a grid coordinate value of North (y) 590240.40 and East (x) 409686.19; thence North 55° 03' 06" West 68 feet, more or less to the **Point of Terminus** which is the intersection of the mean high water line for Clam Pass.

The sides of said 10-foot easement to be extended or shortened to meet at angle points and to terminate at said mean high water line.

Bearings and grid coordinates mentioned in this Legal Description are based upon the Florida State Plane Coordinate System, NAD 83 (2007) (North American Datum, 1983, Adjustment of 2007) Florida East Zone.

The National Geodetic Survey (NGS) Tidal Benchmark "872 4991 D TIDAL" was utilized to establish the grid coordinate values.

Prepared by:
American Engineering Consultants of Marco Island, Inc.
Certificate of Authorization Number: LB #7419

PRELIMINARY

T. Alan Neal, PLS
Professional Land Surveyor
State of Florida Reg. Number 4656

SHEET 1 OF 1

LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION
PUBLIC PEDESTRIAN ACCESS EASEMENT
SECTION 7, TOWNSHIP 52 SOUTH, RANGE 26 EAST

AMERICAN ENGINEERING CONSULTANTS
OF MARCO ISLAND, INC.
CERTIFICATE OF AUTHORIZATION: #26446, LB# 7419
573 BALD EAGLE DR. MARCO ISLAND, FL. 34145 (239) 394-1687 (FAX) 394-7571

SCALE :	DATE :	JOB NUMBER :
NOTED	7-20-2009	10621-002-01

Exhibit "A"

Property I.D. No.:
Prepared without opinion of title
by and after recording return to:
R. Bruce Anderson
Roetzel & Andress, LPA
850 Park Shore Drive
Naples, Florida 34103
(239) 649-6200

(Space above this line for recording data)

INTERLOCAL AGREEMENT – EXHIBIT C.
PUBLIC RESTROOM EASEMENT

THIS PUBLIC RESTROOM EASEMENT ("Easement") is made this 23rd day of March, 2010 by **Hideaway Beach Association, Inc.**, a not for profit Florida corporation, its successors and/or assigns ("Grantor"), whose address is 250 South Beach Drive, Marco Island, Florida 34145, to Collier County, Florida, a political subdivision of the State of Florida (hereinafter "Collier County" or "Grantee"), the City of Marco Island, a Florida municipal corporation (hereinafter "City" or "Grantee"), the Hideaway Beach District, a special district of the City of Marco Island (hereinafter "District" or "Grantee") for the use, enjoyment and benefit of the public.

WITNESSETH:

Grantor, as the fee owner 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 and sufficiency of which is hereby acknowledged, does hereby grant and dedicate for the use of the public a perpetual, non-exclusive public restroom easement for the benefit of all members of the public using the public beach area at Hideaway Beach across the "Easement Area". The Easement granted hereby shall be subject to the following conditions and limitations:

1. District shall design, permit, construct, operate, maintain, and repair, at its expense, a public restroom to be constructed by Grantee within the Easement Area, and Grantor shall cooperate with Grantee in this undertaking.

2. District shall maintain the public restroom to be constructed within the Easement Area in such a way that is substantially equivalent to the level of maintenance performed by Collier County, Florida of the public restrooms at Tigertail Park.

3. The County shall have the right but not the obligation to construct, operate, maintain or repair the Easement Area and restroom.

4. Public use of the Easement Area shall be limited to the days of the week and time of day that Collier County's Tigertail Park is open to the public. District shall have the right to temporarily limit, restrict or suspend public access to the public restroom Easement Area in order to maintain, and/or repair the Easement Area.

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Collier County may inspect the Easement Area and restroom semi-annually to assure District's compliance with the terms of the Easement. As a material inducement for the Association to enter into this Agreement, the parties hereto agree that the Public Pedestrian Access Easement shall be limited to and from the public beach area only at Hideaway Beach and that no other public access to and from the public restroom will be sought or obtained hereafter by any party to this Agreement as any such additional public access would significantly and adversely impact property values within Hideaway Beach. The Easement Area and restroom is intended to be used by and be available to members of the public who access the Easement Area from the public beach area abutting Hideaway Beach development. Use of the Easement Area shall be limited to only those members of the public who access the Easement Area through the Public Pedestrian Access Easement granted concurrently with this Easement.

5. Grantor hereby represents and warrants to Grantee that: (i) it is the present fee simple title owner of the Easement Area; (ii) that the Easement Area is free and clear of all liens and encumbrances; and (iii) Grantor has good right and lawful authority to convey and dedicate this Easement.

6. If any term or provision of this 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 Easement, or the application of such term or provision to parties, persons or circumstances other than those 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 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 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 Easement shall lie exclusively in the state courts of Collier County, Florida. The prevailing party in any action, or in any ancillary proceeding or an appeal, to enforce or interpret any of the terms or provisions of this Easement shall be entitled to injunctive relief, specific performance or other relief.

8. After formal acceptance of this Easement by the Grantee, it shall be recorded in the Public Records of Collier County, Florida.

9. Should the District cease to exist, the City shall assume all of the District's rights and obligations hereunder; in such event, however, the Association may elect to assume responsibility for operation, maintenance and repair of the public restroom and pedestrian access improvements.

The foregoing covenants, terms and conditions shall attach to and run with the Easement and the Easement Area, and shall be binding upon the parties and their successors and/or assigns.

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

"GRANTOR":

Signed in the presence of:

Hideaway Beach Association, Inc.,
a Florida non-profit corporation

Witness: Mary E. Fehr

Witness : PAMELA TOIGO

By: 2-26-10
John Barto, Jr., President

STATE OF FLORIDA)
)ss:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 26 day of Feb, 2010, John Barto, Jr., as President of Hideaway Beach 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:

MARY E. FEHR
MY COMMISSION # DD 849003
EXPIRES: April 22, 2013
Bonded Thru Budget Notary Services

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ATTEST:
DWIGHT E. BROCK, Clerk

By: _____
Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legal sufficiency:

_____
For: Jeffry A. Klatkow,
County Attorney

ACCEPTED BY GRANTEE:

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

By: _____
FRED W. COYLE, Chairman

ATTEST:

_____
Laura Litzen, City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

ACCEPTED BY GRANTEE:

CITY OF MARCO ISLAND, FLORIDA

By: _____
ROBERT POPOFF, Chairman

583887 v_13

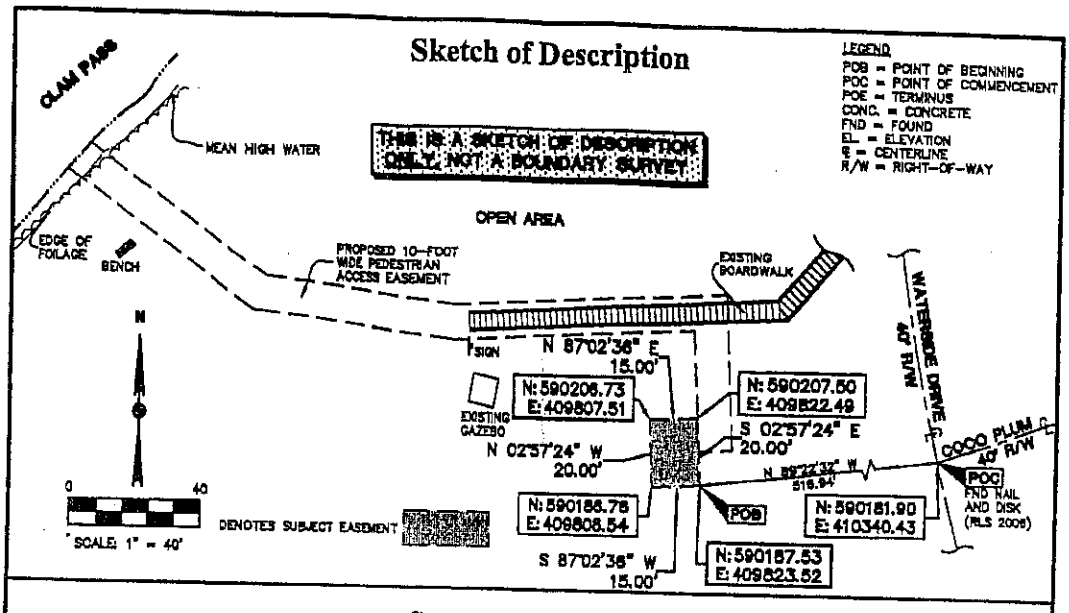
(SEAL)

ACCEPTED BY GRANTEE:

HIDEAWAY BEACH DISTRICT

By: Liz Bryan
LIZ BRYAN, Secretary

Sketch of Description



Surveyor's Notes

1. All horizontal and vertical dimensions are in feet and decimals thereof.
2. The hereon Legal Description and Sketch of Description was prepared without the benefit of an abstract of title or title opinion; therefore it is subject to any easements, encumbrances, reservations, restrictions, right-of-ways, use, and other matters of title that may be found by a complete abstract of title opinion.
3. The hereon Legal Description and Sketch of Description are subject to any underground or not visible improvements.
4. Underground improvements, if any, have not been located.
5. Portions of the property described hereon maybe subject to the jurisdiction and restrictions of governmental agencies. The proper agencies should be contacted for the latest information prior to the use of the property.
6. The hereon Legal Description and Sketch of Description does not reflect or determine ownership.
7. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Legal Description
Public Restroom Easement

Being a portion of the Open Area tract, HIDEAWAY BEACH, BEING A SUBDIVISION OF GOVERNMENT LOT 5 OF SECTION 6 AND GOVERNMENT LOTS 3, 4, AND 5 OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, according to the plat thereof recorded in Plat Book 6, Pages 80 through 85 in the Official Records of Collier County, Florida and which is more particularly described as follows:

Commencing at a nail and disk (stamped "RLS 2005") having a grid coordinate value of North (y) 590181.90 and East (x) 410340.43 that is marking the centerline intersection of Waterside Drive (a private roadway having a 40-foot wide right-of-way) and Coco Plum Lane (a private roadway having a 40-foot wide right-of-way), according to the above referenced plat; thence North 89° 22' 32" West 516.94 feet to the **Point of Beginning** having a grid coordinate value of North (y) 590187.53 and East (x) 409823.52; thence South 87° 02' 36" West 15.00 feet to a point having a grid coordinate value of North (y) 590186.76 and East (x) 409808.54; thence North 02° 57' 24" West 20.00 feet to a point having a grid coordinate value of North (y) 590206.73 and East (y) 409807.51; thence North 87° 02' 36" East 15.00 feet to a point having a grid coordinate value of North (y) 590207.50 and East (x) 409822.49; thence South 02° 57' 24" East 20.00 feet to the **Point of Beginning.**

Bearings and grid coordinates mentioned in this Legal Description are based upon the Florida State Plane Coordinate System, NAD 83 (2007) (North American Datum, 1983, Adjustment of 2007), Florida East Zone.

The National Geodetic Survey (NGS) Tidal Benchmark "X72 4991 D TIDAL" was utilized to establish the grid coordinate values.

Prepared by:
American Engineering Consultants of Marco Island, Inc.
Certificate of Authorization Number: LB #7419

PRELIMINARY

T. Alan Neal, PLS
Professional Land Surveyor
State of Florida Reg. Number 4656

SHEET 1 OF 1

LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION
PUBLIC RESTROOM EASEMENT
SECTION 7, TOWNSHIP 52 SOUTH, RANGE 26 EAST

AMERICAN ENGINEERING CONSULTANTS
OF MARCO ISLAND, INC.
CERTIFICATE OF AUTHORIZATION: #26448, LB# 7419
573 BALD EAGLE DR. MARCO ISLAND, FL. 34145 (239) 394-1887 (FAX) 394-7571

SCALE :	DATE :	JOB NUMBER :
NOTED	7-20-2009	10621-002-01

Exhibit "A"