

Prepared by:
Law Offices of John D. Spear, P.A.
9420 Bonita Beach Rd. #100
Bonita Springs, FL 34135

Agreement

This Agreement is made this 11 day of ^{November} ~~August~~, 2009, between Barefoot Beach Master Association, Inc., ("Master"), a Florida corporation not for profit, and Barefoot Beach Property Owners Association, Inc., ("POA"), a Florida corporation not for profit.

WHEREAS, Master owns the right of way of Barefoot Beach Boulevard, Bonita Springs, Collier County, Florida, from Bonita Beach Road south to St. Lucia Lane ("Northern ROW"), as well as additional right of way from St. Lucia Lane south to the Southern boundary of the Barefoot Beach development ("Southern ROW").

WHEREAS, POA has installed clay pavers, ribbon curb, planters, speed bumps, and associated right of way upgrades ("ROW Improvements") on the Northern ROW, for an approximate cost of \$675,000.00.

WHEREAS, POA and Master have agreed to certain matters in consideration of the ROW Improvements, all of which are set forth herein,

IT IS THEREFORE AGREED AS FOLLOWS:

1. Master hereby accepts the ROW Improvements that have been contracted for, paid for and installed by POA on the Northern ROW.
2. Master hereby accepts repair and maintenance responsibility for the Northern ROW through the regular assessment process provided for in the Master governing documents. POA shall be responsible for its proportionate share of such repair and maintenance in accordance with the Master governing documents.
3. In consideration of the installation by POA of the ROW Improvements without reimbursement by Master or any of Master's other constituent associations, POA will be exempt from future capital assessments for the costs of any capital expenditure for improvements in South ROW similar to ROW Improvements. POA shall, however, share proportionally in the costs of repair and maintenance of said future improvements in accordance with Paragraph 2 above.
4. The foregoing exemption from future capital assessments for the Southern ROW shall expire at the earlier of the expiration of the useful life of ROW Improvements in Northern ROW, or January 1, 2039.
5. Each party hereto shall execute such other additional documentation as is reasonably necessary to effectuate the agreements contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Witnesses

Barefoot Beach Master Association, Inc., a Florida corporation

Rebecca Edelbrock
Printed Name: Rebecca Edelbrock
Christie Galante
Printed Name: Christie Galante

By: Kenneth Edelbrock
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed, sworn and acknowledged before me this 11th day of ~~February~~ ^{NOVEMBER}, 2009 by KENNETH EDELBROCK as PRESIDENT of Barefoot Beach Master Association, Inc. who is personally known to me or who has produced a

Driver=s License as identification.
NOTARY PUBLIC-STATE OF FLORIDA
Kim E. Silvis
Commission # DD813460
Expires: SEP. 24, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kim E. Silvis
Printed Name: KIM E. SILVIS
My Commission Expires: SEPT 24, 2012

Witnesses

Barefoot Beach Property Owners Association, Inc., a Florida corporation

Rebecca Edelbrock
Printed Name: Rebecca Edelbrock
Christie Galante
Printed Name: Christie Galante

By: Gene Windfeldt
Its: PRES. GENE WINDFELDT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed, sworn and acknowledged before me this 11th day of ~~February~~ ^{NOVEMBER}, 2009 by GENE WINDFELDT as PRESIDENT of Barefoot Beach ~~Master~~ ^{POA} Association, Inc. who is personally known to me or who has produced a Driver=s License as identification.

Kim E. Silvis
Printed Name: KIM E. SILVIS
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Kim E. Silvis
Commission # DD813460
Expires: SEP. 24, 2012
BONDED THRU ATLANTIC BONDING CO., INC.