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This Document prepared without
opinion of title by, and after recording
return to:

Daniel K. Weidenbruch, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive
Third Floor
Naples, Florida 34103

(Space Above This Line for Recording information Only)

**TURNOVER AGREEMENT AND
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS TURNOVER AGREEMENT AND DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "**Agreement**") is made and entered into this 11 day of ~~NOVEMBER~~ 2009 (the "**Effective Date**"), by and between Barefoot Beach Property Owners Association, Inc., a Florida not-for-profit corporation having an address of 1 Barefoot Beach Blvd., Bonita Springs, Florida 34134 (the "**POA**") and Barefoot Beach Master Association, Inc., a Florida not-for-profit corporation having an address of Barefoot Beach Blvd., Bonita Springs, Florida 34134 (the "**Master**").

WITNESSETH

WHEREAS, pursuant to those certain Articles of Incorporation dated November 15, 1978 and recorded in Official Records Book 783, Page 1283, as amended and restated pursuant to those certain Amended and Restated Articles of Incorporation dated February 9, 2009 and recorded in Official Records Book 4430, Page 3736, as well as those certain Bylaws recorded in Official Records Book 2379, Page 1508, as amended and restated pursuant to those certain Amended and Restated Bylaws recorded in Official Records Book 4430, Page 3745, both of the Public Records of Collier County, Florida, the POA is a homeowners' association formed for the purpose of governing the affairs of Lely Barefoot Beach Unit One, according to the plat thereof recorded in Plat Book 12, Pages 34-37 ("**Unit One**"), and Lely Barefoot Beach Unit Two, according to the plat thereof recorded in Plat Book 15, Pages 71 and 72 ("**Unit Two**"), both of the Public Records of Collier County, Florida; and

WHEREAS, the POA is the fee simple owner of those certain parcels of land located in Collier County, Florida, more particularly described as: (i) Tract R, Lely Barefoot Beach Unit One, according to the plat thereof recorded in Plat Book 12, Pages 34 through 37 ("**Tract R**"), and (ii) Lot 5, Lely Barefoot Beach Unit Two, according to the plat thereof recorded in Plat Book 15, Pages 71 and 72, both of the Public Records of Collier County, Florida ("**Lot 5**"); and

WHEREAS, pursuant to those certain Amended and Restated Articles of Incorporation dated February 3, 1993, as amended (the "**Master Articles**"), as well as those certain Bylaws dated February 3, 1993 and recorded in Official Records Book 2843, Page 0143, of the Public Records of Collier County, Florida, as amended (the "**Master Bylaws**"), the Master is a homeowners' association formed, in part, for the purpose of owning, maintaining, preserving, managing and controlling the main roadway running north and south through the Barefoot Beach subdivision ("**Barefoot Beach**") commonly known as "Barefoot Beach Boulevard," of which Tract R and Lot 5 are a portion ("**Barefoot Beach Boulevard**"); and

WHEREAS, the Master Articles and the Master Bylaws shall be collectively referred to herein as the "Master Governing Documents"; and

WHEREAS, the Master has requested that a portion of Barefoot Beach Boulevard be conveyed to the Master by the POA; and

WHEREAS, the POA has agreed to convey Tract R and Lot 5 to the Master, less and except the side streets extending to the west therefrom (which will be retained by the POA) including, without limitation, those streets shown on the plats for Unit One and Unit Two and commonly known as (i) Anguilla Lane, (ii) Bonaire Lane, (iii) Curacao Lane, (iv) Dominica Lane, (v) St. Eustacius Lane, (vi) Felipe Lane, (vii) Guadeloupe Lane, (viii) Hispaniola Lane, (ix) Inagua Lane, (x) Jumento Cay Lane, (xi) Kaula Lane, and (xii) St. Lucia Lane (collectively, the "Excluded Side Streets"); and

WHEREAS, the portion of Tract R and Lot 5, less and except the Excluded Side Streets, that will be conveyed to the Master by the POA is more particularly described on Exhibit "A" attached hereto and made a part hereof and shall be referred to herein as the "Main Roadway"; and

WHEREAS, the POA would not be willing to convey the Main Roadway to the Master without the Master's agreement to accept the conveyance subject to certain covenants, restrictions and easements as contained in this Agreement; and

WHEREAS, the POA has agreed to convey, and the Master has agreed to accept, the Main Roadway subject to the covenants, restrictions and easements of this Agreement that that will govern the Master's ownership and use of the Main Roadway; and

WHEREAS, the parties desire to reduce their understandings to writing.

NOW, THEREFORE, in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the POA hereby declares, submits and imposes the covenants, restrictions and easements set forth in this Agreement upon the Main Roadway as a covenant running with title to the Main Roadway, and the parties further agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Conveyance of Main Roadway to Master.** Promptly following the full execution of this Agreement, the POA shall convey the Main Roadway to the Master (via Quit Claim Deed).
3. **Maintenance of Main Roadway.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, maintain, replace and repair the Main Roadway in a first class and fully-operational manner. In addition, from and after the Effective Date hereof, the Master shall consult with, and obtain the approval of (which approval shall not be unreasonably withheld), the POA with regards to all matters concerning the improvement, replacement or alteration of the Main Roadway. Furthermore, the foregoing notwithstanding, the POA shall have the right, in its sole and absolute discretion, at any time and from time to time, to replace, repair, improve and/or upgrade the Main Roadway.

4. **Guardhouse.**

(a) **Maintenance.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, maintain the guardhouse located at the entrance to Barefoot Beach (the "**Guardhouse**") in a first class and fully-operational manner.

(b) **Staffing.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, staff the Guardhouse twenty four (24) hours per day, seven (7) days per week, with a trained, licensed and insured security guard.

5. **Landscaping.**

(a) **Main Roadway Landscaping.** From and after the Effective Date hereof, the Master shall consult with, and obtain the prior approval of (which approval shall not be unreasonably withheld), the POA with regards to all matters concerning any removal, alteration or other changes to the landscaping and/or streetscaping along the Main Roadway (the "**Main Roadway Landscape**") including, without limitation, the types of plants, trees and/or shrubs used and the layout for the same. The foregoing notwithstanding, the POA shall have the right, in its sole and absolute discretion, at any time and from time to time, to replace, repair and/or upgrade the Main Roadway Landscape. Notwithstanding anything in this Section to the contrary, the Main Roadway Landscape design and layout, as well as any other landscaping along Barefoot Beach Boulevard, shall at all times provide for, and shall not otherwise limit or restrict, the existing pull off and parking areas located within or adjacent to Barefoot Beach Boulevard that provide access to, and parking at, the various boat docks located along and adjacent to Barefoot Beach Boulevard.

(b) **Maintenance.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, maintain the Main Roadway Landscape as well as the landscaping located at the entrance to Barefoot Beach in a first class manner. The foregoing notwithstanding, the Master shall not be obligated to maintain the landscaping between the sidewalk and the single-family homesites located in Unit One and Unit Two along the Main Roadway (the "**Homesites**"), it being the express intent of both the Master and the POA that the owners of the Homesites shall have the right and ability to maintain (and alter, in their sole and absolute discretion) said landscaping in front of their respective Homesites (up to the sidewalk) pursuant to the easement(s) granted and conveyed pursuant to Section 9(b), below. Without limiting the generality of the foregoing, the Master shall maintain (at its sole cost and expense) any landscaping between the sidewalk and the Main Roadway.

6. **Sidewalks.**

(a) **Replacement.** From and after the Effective Date hereof, the Master shall consult with, and obtain the prior approval of (which approval shall not be unreasonably withheld), the POA with regards to all matters concerning the installation, replacement or alteration of sidewalks along the Main Roadway (the "**Sidewalks**") including, without limitation, the type and color of materials used, and the layout and location for the same. The foregoing notwithstanding, the POA shall have the right, in its sole and absolute discretion, at any time and from time to time, to replace, repair and/or upgrade the Sidewalks.

(b) **Maintenance.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, maintain the Sidewalks in a first class and fully-operational manner.

7. **Street Lighting.**

(a) **Replacement.** From and after the Effective Date hereof, the Master shall consult with, and obtain the prior approval of (which approval shall not be unreasonably withheld), the POA with regards to all matters concerning the installation, replacement or alteration of the street lighting along and adjacent to the Main Roadway (the "**Street Lighting**"). The foregoing notwithstanding, the POA shall have the right, in its sole and absolute discretion, at any time and from time to time, to replace, repair and/or upgrade the Street Lighting.

(b) **Maintenance.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, maintain the Street Lighting in a first class and fully-operational manner.

8. **Speed Humps.** The Master shall maintain, at its sole cost and expense, the existing speed humps (currently "20 mph speed humps") located within the Main Roadway in their current location (the "**Speed Humps**"). From and after the Effective Date hereof, the Master shall consult with, and obtain the prior approval of (which approval shall not be unreasonably withheld), the POA with regards to all matters concerning the removal, alteration or other changes to the Speed Humps.

9. **Easements in favor of the POA and its Members.** Without vacating, releasing or otherwise limiting any existing easements, licenses, rights or privileges that may exist in favor of the POA or its members, the POA hereby reserves unto itself and its members (and, to the extent any such property may be presently or hereafter owned by the Master, the Master hereby grants and conveys to the POA and its members), the following easements:

(a) **Access and Parking at Boat Docks.** A permanent, non-exclusive easement over and across the Main Roadway for the purpose of access to, and parking at, the various boat docks lying adjacent to the Main Roadway.

(b) **Landscaping.** A permanent, non-exclusive easement in, upon, over and under the portion of the Main Roadway that lies directly in front of and adjacent to their respective Homesites for the purpose of installing, removing, relocating and maintaining landscaping located thereon. The foregoing easement shall be for the sole benefit of the POA and the individual owners of the Homesites lying and being directly adjacent to the Main Roadway and shall be limited to any landscaped areas situated thereon.

(c) **Driveway.** A permanent, non-exclusive easement in favor of the individual owners of the Homesites lying and being adjacent to the Main Roadway for the installation, relocation, repair and maintenance of a driveway over and across that portion of the Main Roadway that lies directly in front of and adjacent to their respective Homesites. Without limiting the generality of the foregoing, the owners of the Homesites for which the foregoing easement benefits may, in their sole and absolute discretion and without the approval of the Master, install brick paver (or similar or comparable material) driveways and said brick pavers may extend down to the existing sidewalk.

(d) **Gatehouse.** A permanent, non-exclusive easement for the purpose of access to, and parking at, the existing building located within Tract A of Unit One and commonly known as the Barefoot Beach Gatehouse Complex for which the POA has an existing leasehold interest in pursuant to that certain Lease Agreement dated September 12, 1990 and recorded in Official Records Book 1564, Page 1599, of the Public Records of Collier County, Florida, as the same may be amended from time to time.

10. **Easements in favor of the POA.** Without vacating, releasing or otherwise limiting any existing easement rights that may exist in favor of the POA, the POA hereby reserves unto itself (and, to the extent any such property may be presently or hereafter owned by the Master, the Master hereby grants and conveys to the POA), the following easements:

(a) **Drainage, Irrigation and Utility Facilities.** A permanent, non-exclusive easement in, upon and under the Main Roadway for the installation, maintenance, repair and relocation of drainage, irrigation and other utility facilities including, without limitation, pipes, culverts, pumps, electrical lines, water lines and related facilities and systems (the "**Utility Facilities**"). Without limiting the generality of the foregoing, (i) the POA shall have the right and ability, without the approval of the Master, to install (and maintain) irrigation facilities between the existing sidewalks located within the Main Roadway and the roadway itself from Anguilla Lane through, and including, St. Lucia Lane, (ii) the existing POA pump house shall be permitted to remain (and rebuilt, if necessary) in its current location forever, and (iii) all existing electrical, irrigation, drainage, water and other facilities and/or systems located within the Main Roadway shall remain (and may be replaced) forever. In addition, the Master shall not, without first obtaining the written approval of the POA (which approval shall not be unreasonably withheld) alter or modify any Utility Facilities.

(b) **Signage.** A permanent, non-exclusive easement in, upon and under the Main Roadway for the installation, maintenance, repair and relocation of signage and/or entrance pillars or monuments for the purpose of displaying the street name of the Excluded Side Streets or, in the sole and absolute discretion of the POA, other appropriate signage including, without limitation, privacy signs. The POA may erect the foregoing signs without the prior approval of the Master.

(c) **POA Clubhouse Entrance.** A permanent, non-exclusive easement to enlarge, widen or otherwise modify the existing entrance to the clubhouse located within Tract B of Unit One (the "**Clubhouse**"). The POA may enlarge, widen or otherwise modify the existing entrance to the Clubhouse without the prior approval of the Master.

(d) **Entrance Features to the Excluded Side Streets.** A permanent, non-exclusive easement to construct, maintain, relocate and repair entrance features to the Excluded Side Streets including, without limitation, eyebrow entrances with gates (or similar structures). The POA may construct said entrance feature(s) without the prior approval of the Master provided, however, the POA shall be responsible for all costs and expenses associated with the same including, without limitation, the cost for the removal and/or relocation of any existing signs, sidewalks or lighting that may be necessary to effectuate the foregoing. In addition, the POA shall construct said entrance features in accordance with the requirements of Collier County including, without limitation, the Collier County Land Development Code.

(e) **Street Lighting.** A permanent, non-exclusive easement in, upon, over and under the Main Roadway for the installation, maintenance, repair and relocation of the Street Lighting.

Notwithstanding anything in this Agreement to the contrary, the Master shall grant and convey to the POA (without consideration) any additional easements over the Main Roadway that are reasonably necessary in order to further effectuate the terms of this Agreement or are otherwise needed to permit or enable the POA to perform its duties as the homeowners' association for Unit One and Unit Two. In addition, in connection with the POA's enjoyment of the foregoing easement rights, the POA shall, at its sole cost and expense, restore any disturbed lands to substantially the same condition as existed immediately prior to the exercise of said easement rights. Except as may otherwise be provided for in this Agreement, or any other Agreement to which the Master is a party or to which it is otherwise bound, the Master shall have the right to use and enjoy the foregoing easement(s) provided said use and enjoyment

does not prohibit, restrict, limit or otherwise interfere with the POA's (or its member's, if applicable) use and enjoyment thereof.

11. **Additional Covenants.**

(a) **Golf Carts.** The Master shall not prohibit the use of golf carts (or similar vehicles) along the Main Roadway or elsewhere along Barefoot Beach Boulevard, but may establish reasonable rules of operation from time to time.

(b) **Sidewalk.** The Master shall not install a sidewalk (in any location) between Bonita Beach Road and Anguilla Lane.

(c) **Beach Access Signage.** The Master shall not install any "beach access" signs (or similar signage) along or adjacent to the Main Roadway or within or adjacent to any of the Excluded Side Streets, other than the existing signs located north of the Guardhouse.

(d) **Public Parking.** The Master shall not permit, and shall take all necessary action to restrict, public parking anywhere on or adjacent to the Main Roadway.

12. **Insurance.** From and after the Effective Date hereof, the Master shall, at its sole cost and expense, maintain in effect a comprehensive general liability insurance policy covering the Main Roadway in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The foregoing insurance amounts shall at all times be subject to reasonable increases as the POA may from time to time require. The foregoing insurance policy shall name the POA and its members as additional insureds. Evidence of the foregoing insurance shall be delivered to the POA within thirty (30) days after the Effective Date of this Agreement.

13. **Existing Rights, Licenses and Easements.** Nothing contained in this Agreement shall be deemed to waive, limit, abridge, restrict, vacate or otherwise relinquish any existing rights, licenses and/or easements in favor of the POA or its members.

14. **Default.** In the event of a breach (or threatened breach) of any of the conditions, covenants, restrictions or obligations of this Agreement, the non-breaching party, shall have the right, in said party's sole and absolute discretion and in addition to, but not the exclusion of, any other rights or remedies provided elsewhere in this Agreement: (i) to obtain an injunction to prevent such breach; (ii) to seek specific performance; and/or (iii) to seek any other remedy allowed at law or in equity.

15. **Miscellaneous.**

(a) **Remedies; Waiver.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law. The pursuit by the POA of any one or more of the remedies stated herein shall not preclude pursuit of any other remedy or remedies provided in this Agreement or allowed by law or in equity, separately or concurrently or in any combination. No failure of a party to pursue or exercise any of the powers, rights or remedies or to insist upon strict and exact compliance with any condition, requirement, provision or restriction of this Agreement, and no custom or practice as variance with the terms of this Agreement, shall constitute a waiver of the right to demand strict and exact compliance with terms and conditions of this Agreement.

(b) **Attorney's Fees.** If either party seeks to enforce this Agreement by or through an attorney-at-law, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

(c) **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, the remainder of this Agreement shall not be affected. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

(d) **Governing Law; Venue.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida, and where applicable, the laws of the United States of America. Venue for any dispute arising hereunder shall be Collier County, Florida.

(e) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various sections and shall in no event be considered in construing or interpreting any provision in this Agreement.

(f) **Covenants Running With the Land.** The provisions of this Agreement shall be deemed to touch and concern the lands described herein and shall constitute a covenant running with the title to the Main Roadway.

(g) **Interpretation; Adequate Consideration.** The parties acknowledge and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable. The parties further acknowledge and agree that: (i) each party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such party may have desired with respect to all matters settled and resolved herein; (ii) each party has participated fully in the negotiation and preparation of this Agreement; and (iii) each party has carefully reviewed this Agreement and is entering into same freely. Accordingly, this Agreement shall not be more strictly construed against either party.

(h) **Binding Effect; Authority.** The provisions of this Agreement shall be binding upon the parties hereto and their successors and/or assigns including, without limitation, any and all future boards of directors (and officers) of both the POA and the Master. Each party represents and warrants to the other that the execution and delivery of this Agreement has been duly approved by all requisite corporate action required to be taken by such party. Without limiting the generality of the foregoing, each party represents and warrants to the other that the execution and delivery of this Agreement, and any other documents or conveyances to be executed by them pursuant hereto, have been formally approved by the respective entities by and through their board of directors and membership, if applicable, in accordance with all requirements of their Articles of Incorporation, By-Laws, and appropriate Florida law.

(i) **Time of the Essence.** Time is of the essence in this Agreement.

(j) **Entire Agreement; Amendment.** This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no agreements, representations or warranties except as specifically set forth herein. All prior discussions, negotiations, letters, demands and writings of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the parties that this Agreement shall serve as the sole and entire expression of their agreement and understanding. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought.

(k) **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one instrument. Facsimiles shall be acceptable as an original.

[Signature Pages to Follow]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

WITNESSES:

THE POA:

BAREFOOT BEACH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

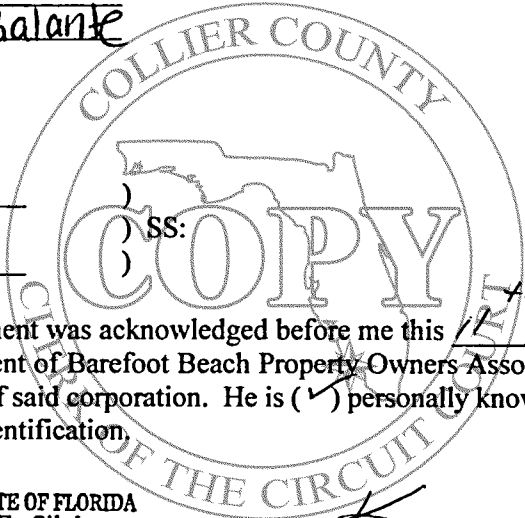
Rebecca Edelbrock
Print Name: Rebecca Edelbrock

By: [Signature]
Gene Windfeldt, President

(CORPORATE SEAL)

[Signature]
Print Name: Christie Galante

STATE OF Florida
COUNTY OF Collier



The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2009, by Gene Windfeldt, as President of Barefoot Beach Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is () personally known to me or () produced _____ as identification.

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

[Signature]
Notary Public, State of Florida
Print Name: KIM E. SILVIS
Serial No.: DD813460
My Commission Expires: SEP. 24, 2012

(SEAL)

WITNESSES:

THE MASTER:

BAREFOOT BEACH MASTER
ASSOCIATION, INC.,
a Florida not-for-profit corporation

Rebecca Edelbrock
Print Name: Rebecca Edelbrock

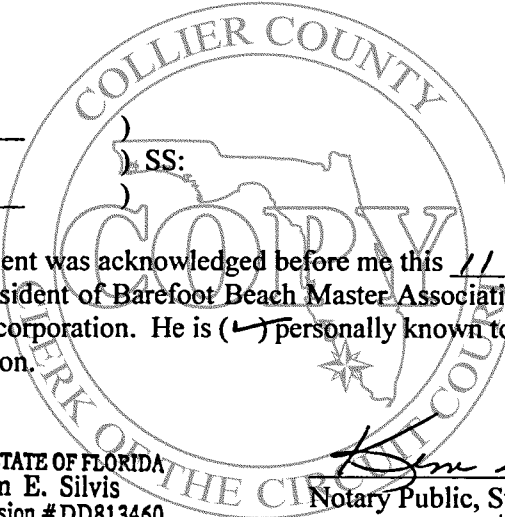
By: Kenneth Edelbrock
Kenneth Edelbrock, President

Christe Galante
Print Name: Christe Galante

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER



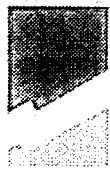
SS:

The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2009, by Kenneth Edelbrock, as President of Barefoot Beach Master Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is () personally known to me or () produced _____ 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
Notary Public, State of Florida
Print Name: KIM E SILVIS
Serial No.: DD813460
My Commission Expires: SEPT. 24, 2012

(SEAL)



**COASTAL
ENGINEERING
CONSULTANTS
INC**

A CECI GROUP COMPANY

Exhibit "A"

CECI Group Services

Civil Engineering

Planning Services

Survey & Mapping

Coastal Engineering

Real Estate Services

Website: www.coastalengineering.com

Legal Description for Main Roadway

ALL OF LELY BEACH BOULEVARD, BEING A STRIP OF LAND LYING IN THAT PART OF TRACT "R" OF LELY BAREFOOT BEACH UNIT 1 AS RECORDED IN PLAT BOOK 12, PAGES 34 THROUGH 37, AND PART OF LOT 5 OF LELY BAREFOOT BEACH UNIT TWO AS RECORDED IN PLAT BOOK 15 PAGES 71 AND 72, ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SAID LANDS TOGETHER BEING FURTHER DESCRIBED AS A SIXTY (60) FOOT WIDE RIGHT OF WAY BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT OF WAY LINE OF BONITA BEACH ROAD (C-865) AND BOUNDED ON THE SOUTH BY THE SOUTHERLY LINE OF SAID LELY BAREFOOT BEACH UNIT TWO SUBDIVISION.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF BONITA BEACH ROAD (C-865) WITH THE WESTERLY RIGHT OF WAY LINE OF SAID LELY BEACH BOULEVARD (TRACT R, A.K.A. BAREFOOT BEACH BOULEVARD) OF SAID LELY BAREFOOT BEACH UNIT 1 SUBDIVISION, RUN S 89°45'54" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 90.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID LELY BEACH BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE S 45°14'06" W 14.14 FEET;

THENCE S 00°14'09" W 108.71 FEET TO A POINT OF CURVATURE;

THENCE 170.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 406.72 FEET, A CENTRAL ANGLE OF 23°58'42", AND A CHORD DISTANCE OF 168.97 FEET, BEARING S 12°13'27" W TO A POINT OF TANGENCY;

THENCE S 24°12'48" W 234.11 FEET TO A POINT OF CURVATURE;

THENCE 342.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 757.69 FEET, A CENTRAL ANGLE OF 25°55'12", AND A CHORD DISTANCE OF 339.86 FEET, BEARING S 11°15'12" W TO A POINT OF TANGENCY;

THENCE S 01°42'24" E 256.24 FEET TO A POINT OF CURVATURE;

THENCE 284.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 367.95 FEET, A CENTRAL ANGLE OF 44°21'27", AND A CHORD DISTANCE OF 277.80 FEET, BEARING S 23°53'07" E TO A POINT OF TANGENCY;

THENCE S 46°03'50" E 58.87 FEET TO A POINT OF CURVATURE;

THENCE 111.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 165.16 FEET, A CENTRAL ANGLE OF 38°43'23", AND A CHORD DISTANCE OF 109.51 FEET, BEARING S 26°43'37" E TO A POINT OF TANGENCY;

THENCE S 07°23'23" E 212.98 FEET TO A POINT OF CURVATURE;

3106 S. Horseshoe Drive, Naples, Florida 34104-6137 • Phone (239) 643-2324 Fax (239) 643-1143 • E-Mail: into@ceci.com
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Barefoot Beach Boulevard
August 7, 2009
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COASTAL ENGINEERING CONSULTANTS, INC.

THENCE 82.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF $17^{\circ}53'12''$, AND A CHORD DISTANCE OF 82.39 FEET, BEARING $S 16^{\circ}19'59'' E$ TO A POINT OF REVERSE CURVATURE;

THENCE 233.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,443.50 FEET, A CENTRAL ANGLE OF $03^{\circ}53'33''$, AND A CHORD DISTANCE OF 233.90 FEET, BEARING $S 23^{\circ}19'49'' E$ TO A POINT OF TANGENCY;

THENCE $S 21^{\circ}23'02'' E$ 674.71 FEET TO A POINT OF CURVATURE;

THENCE 92.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 959.55 FEET, A CENTRAL ANGLE OF $05^{\circ}32'22''$, AND A CHORD DISTANCE OF 92.73 FEET, BEARING $S 18^{\circ}36'51'' E$ TO A POINT OF REVERSE CURVATURE;

THENCE 75.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $25^{\circ}33'46''$, AND A CHORD DISTANCE OF 75.22 FEET, BEARING $S 28^{\circ}37'33'' E$ TO A POINT OF TANGENCY;

THENCE $S 41^{\circ}24'26'' E$ 150.80 FEET TO A POINT OF CURVATURE;

THENCE 150.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $37^{\circ}35'28''$, AND A CHORD DISTANCE OF 148.21 FEET, BEARING $S 22^{\circ}36'42'' E$ TO A POINT OF TANGENCY;

THENCE $S 03^{\circ}48'58'' E$ 292.37 FEET TO A POINT OF CURVATURE;

THENCE 46.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $15^{\circ}46'25''$, AND A CHORD DISTANCE OF 46.65 FEET, BEARING $S 11^{\circ}42'11'' E$ TO A POINT OF TANGENCY;

THENCE $S 19^{\circ}35'23'' E$ 236.91 FEET TO THE NORTHERLY MOST CORNER OF SAID LELY BAREFOOT BEACH UNIT TWO SUBDIVISION;

THENCE CONTINUE $S 19^{\circ}35'23'' E$ ALONG THE EASTERLY LINE OF SAID SUBDIVISION FOR 88.54 FEET TO A POINT OF CURVATURE;

THENCE 119.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF $26^{\circ}17'40''$, AND A CHORD DISTANCE OF 118.28 FEET, BEARING $S 06^{\circ}26'33'' E$ TO A POINT OF TANGENCY;

THENCE $S 06^{\circ}42'18'' W$ 188.31 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE ALONG SAID LINE $N 83^{\circ}17'42'' W$ 60.00 FEET TO AN INTERSECTION WITH A LINE SIXTY FEET (60') WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SUBDIVISION;

THENCE ALONG SAID LINE $N 06^{\circ}42'18'' E$ 188.31 FEET TO A POINT OF CURVATURE;

THENCE 91.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $26^{\circ}17'40''$, AND A CHORD DISTANCE OF 90.98 FEET, BEARING $N 06^{\circ}26'33'' W$ TO A POINT OF TANGENCY;

Barefoot Beach Boulevard
August 7, 2009
Page 3 of 4

COASTAL ENGINEERING CONSULTANTS, INC.

THENCE N 19°35'23" W 88.54 FEET TO THE SOUTH LINE OF SAID LELY BAREFOOT BEACH UNIT 1 SUBDIVISION;

THENCE CONTINUE N19°35'23" W 236.91 FEET TO A POINT OF CURVATURE;

THENCE 63.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 15°46'25", AND A CHORD DISTANCE OF 63.12 FEET, BEARING N 11°42'11" W TO A POINT OF TANGENCY;

THENCE N 03°48'58" W 292.37 FEET TO A POINT OF CURVATURE;

THENCE 111.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 37°35'28", AND A CHORD DISTANCE OF 109.55 FEET, BEARING N 22°36'42" W TO A POINT OF TANGENCY;

THENCE N 41°24'26" W 150.80 FEET TO A POINT OF CURVATURE;

THENCE 102.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 25°33'46", AND A CHORD DISTANCE OF 101.77 FEET, BEARING N 28°37'33" W TO A POINT OF REVERSE CURVATURE;

THENCE 86.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 899.55 FEET, A CENTRAL ANGLE OF 05°32'22", AND A CHORD DISTANCE OF 86.94 FEET, BEARING N 18°36'51" W TO A POINT OF TANGENCY;

THENCE N 21°23'02" W 674.71 FEET TO A POINT OF CURVATURE;

THENCE 229.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,383.50 FEET, A CENTRAL ANGLE OF 03°53'33", AND A CHORD DISTANCE OF 229.82 FEET, BEARING N 23°19'49" W TO A POINT OF REVERSE CURVATURE;

THENCE 101.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 17°53'12", AND A CHORD DISTANCE OF 101.05 FEET, BEARING N 16°19'59" W TO A POINT OF TANGENCY;

THENCE N 07°23'23" W 212.98 FEET TO A POINT OF CURVATURE;

THENCE 71.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 105.36 FEET, A CENTRAL ANGLE OF 38°40'28", AND A CHORD DISTANCE OF 69.78 FEET, BEARING N 26°43'37" W TO A POINT OF TANGENCY;

THENCE N 46°03'50" W 58.87 FEET TO A POINT OF CURVATURE;

THENCE 331.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 427.95 FEET, A CENTRAL ANGLE OF 44°21'27", AND A CHORD DISTANCE OF 323.10 FEET, BEARING N 23°53'07" W TO A POINT OF TANGENCY;

THENCE N 01°42'24" W 256.23 FEET TO A POINT OF CURVATURE;

Barefoot Beach Boulevard
August 7, 2009
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COASTAL ENGINEERING CONSULTANTS, INC.

THENCE 369.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 817.69 FEET, A CENTRAL ANGLE OF 25°55'14", AND A CHORD DISTANCE OF 366.78 FEET, BEARING N 11°15'12" E TO A POINT OF TANGENCY;

THENCE N 24°12'48" E 234.11 FEET TO A POINT OF CURVATURE;

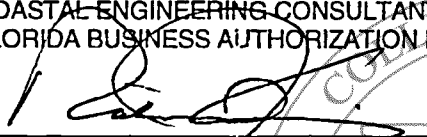
THENCE 145.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 346.72 FEET, A CENTRAL ANGLE OF 23°58'42", AND A CHORD DISTANCE OF 144.05 FEET, BEARING N 12°13'27" E TO A POINT OF TANGENCY;

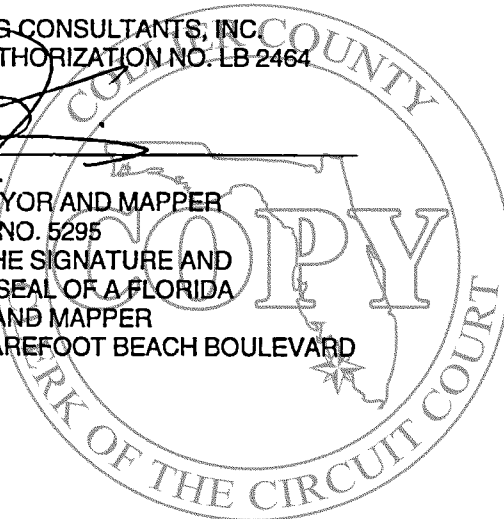
THENCE N 00°14'12" E 93.71 FEET;

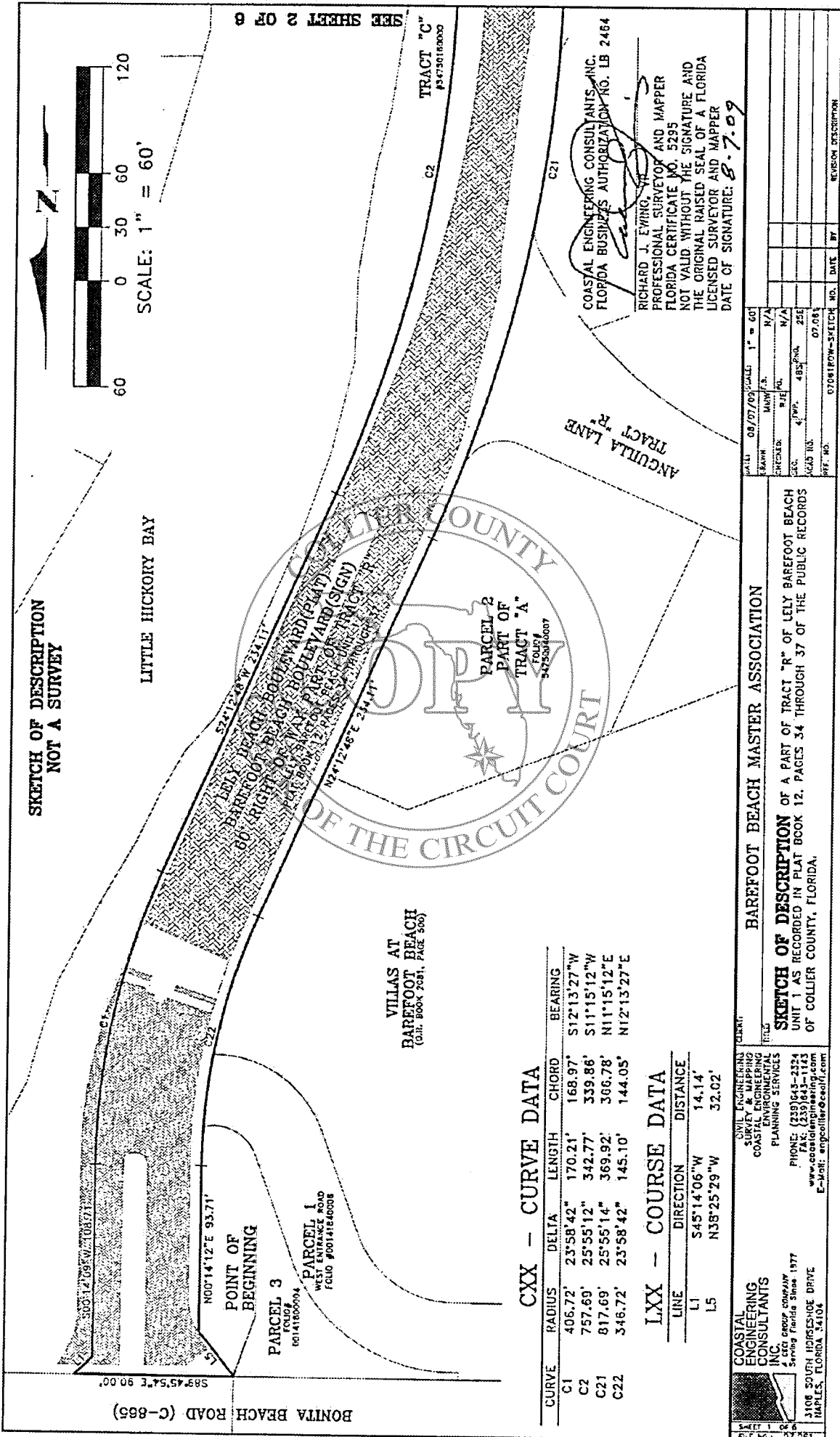
THENCE N 38°25'29" W 32.02 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBES APPROXIMATELY 253,557 SQUARE FEET OR 5.82 ACRES OF LAND.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464


RICHARD J. EWING, V.P.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 07.061 BAREFOOT BEACH BOULEVARD
DATE: 8-7-09





SKETCH OF DESCRIPTION
NOT A SURVEY

SCALE: 1" = 60'

LITTLE HICKORY BAY

BONTIA BEACH ROAD (C-865)

VILLAS AT
BAREFOOT BEACH
(Coll. Book 2081, PAGE 906)

CXX - CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	406.72'	23°58'42"	170.21'	168.97'	S12°13'27"W
C2	757.69'	25°55'12"	342.77'	339.86'	S11°15'12"W
C21	817.69'	25°55'14"	369.92'	366.78'	N11°15'12"E
C22	346.72'	23°58'42"	145.10'	144.05'	N12°13'27"E

LXX - COURSE DATA

LINE	DIRECTION	DISTANCE
L1	S45°14'06"W	14.14'
L5	N38°25'29"W	32.02'

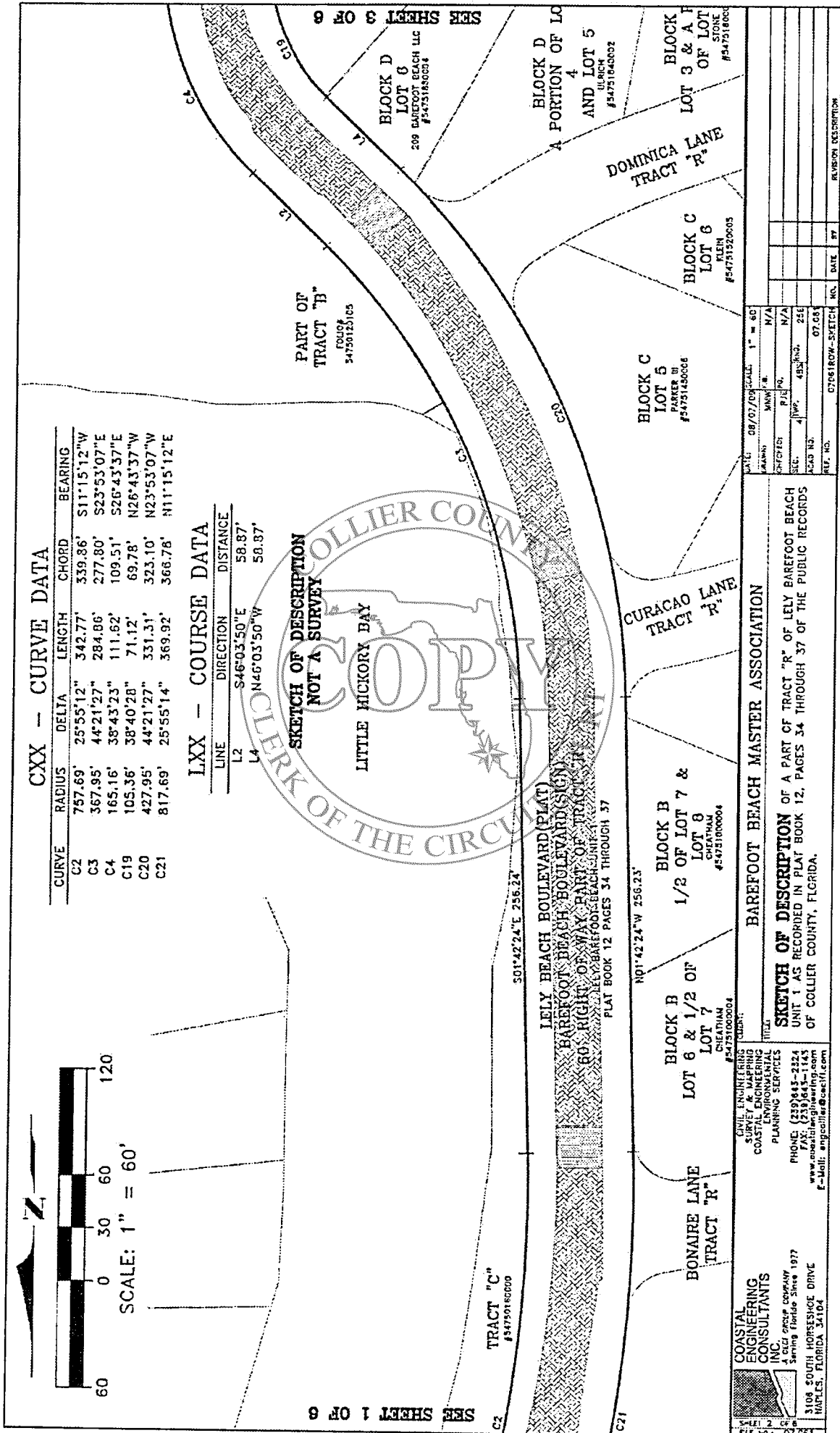
COASTAL
ENGINEERING
CONSULTANTS
INC.
2001 GROUP COMPANY
3106 SOUTH HICKORYHOLE DRIVE
TIMPALES, FLORIDA 34104

CIVIL ENGINEERING
SURVEYING
COASTAL ENGINEERING
ENVIRONMENTAL
PLANNING SERVICES
PHONE: (335) 615-2124
FAX: (335) 643-2124
www.coastalengineering.com
E-Mail: engcollier@coalfi.com

BAREFOOT BEACH MASTER ASSOCIATION
SKETCH OF DESCRIPTION OF A PART OF TRACT "R" OF LELY BAREFOOT BEACH UNIT 1 AS RECORDED IN PLAT BOOK 12, PAGES 34 THROUGH 37 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COASTAL ENGINEERING CONSULTANTS, INC.
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THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
DATE OF SIGNATURE: 8.7.09

DATE	BY	REVISION DESCRIPTION
08/27/09	RAWR	1" = 60'
	MAN	N/A
	WJE	N/A
	479P	485PDA 25E
	07.04	



CXX - CURVE DATA

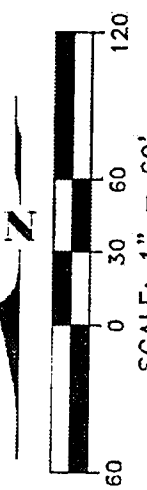
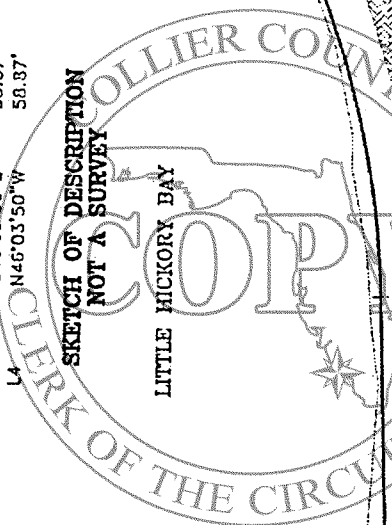
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C2	757.69'	25°55'12"	342.77'	339.86'	S11°15'12"W
C3	367.95'	44°21'27"	284.86'	277.80'	S23°53'07"E
C4	165.16'	38°43'23"	111.62'	109.51'	S26°43'37"E
C19	105.36'	38°40'28"	71.12'	69.78'	N26°43'37"W
C20	427.95'	44°21'27"	331.31'	323.10'	N23°53'07"W
C21	817.69'	25°55'14"	369.92'	366.78'	N11°15'12"E

LXX - COURSE DATA

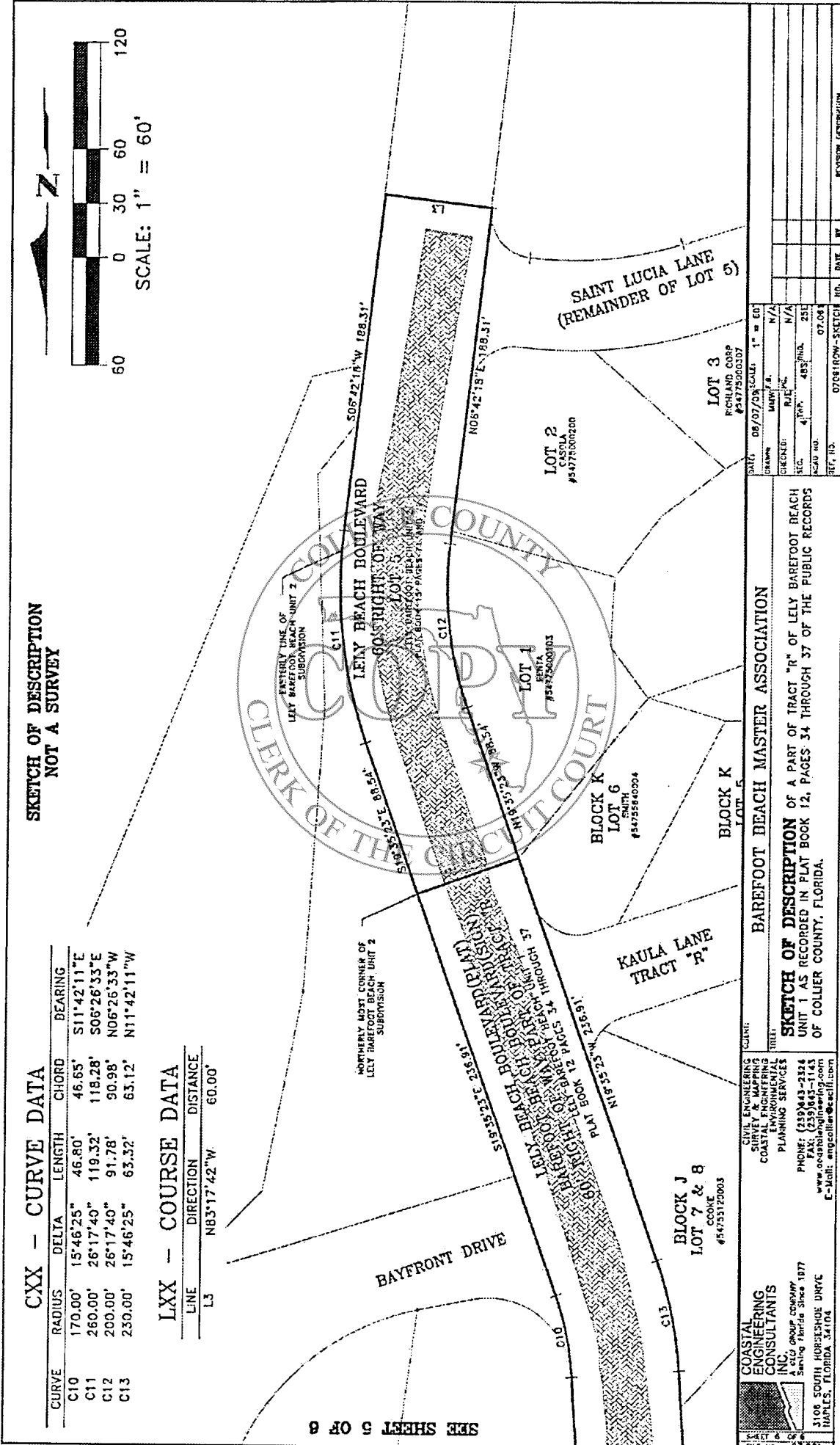
LINE	DIRECTION	DISTANCE
L2	S46°03'50"E	58.87'
L4	N46°03'50"W	58.97'

SKETCH OF DESCRIPTION
NOT A SURVEY

LITTLE HICKORY BAY



<p>COASTAL ENGINEERING CONSULTANTS INC. 3108 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104</p>		<p>BAREFOOT BEACH MASTER ASSOCIATION</p>	
<p>SKETCH OF DESCRIPTION OF A PART OF TRACT "R" OF LELY BAREFOOT BEACH UNIT 1 AS RECORDED IN PLAT BOOK 12, PAGES 34 THROUGH 37 OF COLLIER COUNTY, FLORIDA.</p>		<p>SKETCH OF DESCRIPTION OF A PART OF TRACT "R" OF LELY BAREFOOT BEACH UNIT 1 AS RECORDED IN PLAT BOOK 12, PAGES 34 THROUGH 37 OF COLLIER COUNTY, FLORIDA.</p>	
<p>DATE: 08/07/09</p> <p>SCALE: 1" = 60'</p>	<p>PREPARED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 08/07/09</p>	<p>PROJECT NO. [Number]</p> <p>DATE: 08/07/09</p>	<p>NO. DATE BY</p> <p>REVISION DESCRIPTION</p>



CIVIL ENGINEERING CONSULTANTS A LLC GROUP COMPANY Serving Florida Since 1977 3108 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104 PHONE: (239) 443-2124 FAX: (239) 443-1143 www.ceahllc.com E-Mail: engcollin@ceahllc.com		BAREFOOT BEACH MASTER ASSOCIATION SKETCH OF DESCRIPTION OF A PART OF TRACT "R" OF LELY BAREFOOT BEACH UNIT 1 AS RECORDED IN PLAT BOOK 12, PAGES 34 THROUGH 37 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.	
DATE	08/07/2008	SCALE	1" = 60'
DRAWN	MADE	DATE	N/A
CHECKED	RJE	DATE	N/A
SEC.	4	APP. NO.	231
ACAD. NO.		DATE	07.08
REF. NO.	0708102W-SKETCH	NO.	
DATE		BY	
REVISION DESCRIPTION			