

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
HAPPEHATCHEE CENTER, INC.**

A meeting of the Board of Directors of Happehatchee Center, Inc. was duly noticed and took place at Happehatchee Center at 8791 Corkscrew Road, Estero Florida on December 5, 2019, and the Board of Directors hereby resolves as follows:

WHEREAS, Happehatchee Center, Inc. (“Happehatchee Center”) has been in existence for 13 years, having been formed by Ellen Peterson and a group of committed volunteers;

WHEREAS, the goal of Happehatchee Center was to establish and operate an educational and environmental conference center on the property located at 8791 Corkscrew Road, Estero FL 33928, with the intent and purpose to preserve the land located at 8791 Corkscrew Road, Estero FL 33928 (the “Property”);

WHEREAS, Happehatchee Center has achieved its goal;

WHEREAS, on January 9, 2019, the Village of Estero (the “Village”) acquired 62.2 acres of property along the Estero River surrounding the Property following Happehatchee Center’s and others’ requests that the Village embrace its historic heritage and protect the environment, and provide opportunities for public access for the entire community;

WHEREAS, the Board of Directors has determined that, given the Village’s vision for the surrounding land, it is appropriate to enter into a Memorandum of Agreement with the Village so that the Property can be part of the overall environmental and public benefit;

WHEREAS, the Board of Directors has determined it to be in the best interest of Happehatchee Center for the Village to own and direct management of the Property in the future, and consistent with the Bylaws and the purpose for formation of Happehatchee Center, Inc.

NOW THEREFORE, pursuant to the Articles and Bylaws of Happehatchee Center, Inc., and in accordance with Florida Statutes with Section 617.1202(2), it is resolved that:


1. Genelle G. Grant, President of Happehatchee Center, Inc., is hereby authorized to enter into the Memorandum of Agreement with the Village attached hereto as Exhibit A.

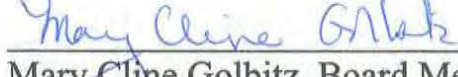
2. Genelle G. Grant, President of Happehatchee Center, Inc., is hereby authorized to execute a deed for the Property to the Village and execute such other documents necessary to complete the conveyance of the Property to the Village, with the Memorandum of Agreement to be an attachment to the deed.

Happehatchee Center, Inc.
Board of Directors:

Date: Dec 5, 2019 By: 
Genelle G. Grant, President

Date: 5 December, 2019 By: 
Ruth King Fotovat, Vice-President

Date: December 5, 2019 By: 
Richard Shine, Secretary

Date: December 5, 2019 By: 
Mary Cline Golbitz, Board Member

Date: _____ By: _____
Marta Matias Sicajan, Board Member

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT, ("Agreement") is made and entered into this 5 day of December 2019 by and between the Village of Estero ("Village"), a Florida municipal corporation, and Happehatchee Center, Inc. ("Happehatchee Center"), a Florida not-for-profit corporation, and collectively referred to as the "Parties."

WHEREAS, Happehatchee Center is Florida not-for-profit corporation which owns approximately 4.5 acres located at 8791 Corkscrew Road along the Estero River in the Village of Estero, Lee County, Florida, as more particularly described in Exhibit "A," attached hereto (the "Property"); and

WHEREAS, on January 9, 2019 the Village acquired 62.2 acres of property along the Estero River surrounding the Property; in response to its residents' requests to embrace Estero's historic heritage, and to protect the environment; and

WHEREAS, Happehatchee Center, desires to convey the Property to the Village to preserve and protect the Property as a unique environmental asset for future generations, as intended by Ellen Peterson, the founder of Happehatchee Center, Inc.; and a longtime resident on the Property, and to fulfill Happehatchee Center, Inc.'s mission of operating an environmental and educational center on the Property; and

WHEREAS, the Village represents that the Property can be integrated into the Village's surrounding property thus enhancing the overall environmental and public benefit to further both Parties respective missions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the conveyance of the Property to the Village by Happehatchee Center, the Parties agree as follows:

A. Purpose. The purpose of this Agreement is to memorialize the terms of Happehatchee Center, Inc.'s conveyance of the Property to the Village, and the obligations and agreements of the Village for future management and use of the Property. The foregoing recitals are incorporated in these operative terms as supporting this statement of purpose.

B. Village Obligations.

1. The Village will provide stewardship to preserve the Property in perpetuity, including its unique vegetation, its Estero River bank (north and south),

For Happehatchee Center:

Genelle Grant
6640 Bright Road
North Fort Myers FL 33917

With a copy to:

Mark A. Ebelini, Esq.
Knott Ebelini Hart
1625 Hendry Street, Third Floor
Fort Myers FL 33901

D. Non-Fund Obligor Document. This Agreement is neither a fiscal nor a funds obligation document. Due to the common interests of the Parties, neither party may receive monetary compensation from either party under this Agreement.

E. Term. Except for Paragraph B.1., which shall continue in perpetuity, the Village's remaining obligations under this Agreement will expire in 99 years, at which point the Parties will have no further obligations to each other .

F. Binding Effect. The Village's obligations shall constitute a restriction running with the land enforceable by Happehatchee Center, Inc. Should Happehatchee Center cease its corporate existence, then this Agreement shall be enforceable by any citizen of the Village of Estero by action for injunction relief, this Agreement being intended to preserve the Property as a public resource for its unique environmental and historic attributes, and as a place for environmental education and mindfulness.

G. Entire Agreement. This Agreement embodies the entire terms and understandings of the Parties and no other agreements exist between the parties except for those stated herein. This Agreement may be amended upon written agreement of the parties.

H. Florida Law. This agreement shall be governed by the laws of the State of Florida.

I. Severability. If any portion of this Agreement shall become unenforceable for any reason, the remaining portions shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

J. Effective Date. This Agreement shall become effective as of the date of delivery of the deed to the Property from Happehatchee Center to the Village, and shall be recorded in the Official Records of Lee County as an exhibit to said deed.

mature trees, bamboo, native vegetation, and natural water spring, consistent with best practices for land preservation.

2. The Village will commit to encourage use of the Property and its facilities by organizations engaged in environmental education.
3. The Village will continue to honor the legacy of the Center's founder Ellen Peterson on the Property, including denoting the "Ellen Peterson Park" along the Estero River. The existing Happehatchee Center Donor plaque will remain in place but may be repaired or replaced as needed.
4. The Village will maintain the Happehatchee Historic House (three WWII Barracks joined) in a manner consistent with the Lee County Historic Resource status of the buildings at 8791 Corkscrew Road, Estero, FL. (Case No. 2012-00005, recorded as Official Records Instrument No. 2013000009427, as amended in Official Records Instrument No. 2015000219891, Public Records of Lee County, Florida).
5. The Village, or a manager of the Property, will actively seek to provide the Estero community with environmental and education programs, workshops, seminars and special events on the Property. Happehatchee Center will identify the existing tenants or organizations utilizing the Property so the Village may negotiate terms for their continued use of the Property for the purposes stated in Happehatchee Center's bylaws.

C. Party Contacts. The parties shall direct all matters arising in connection with performing this Agreement to the attention of the following authorized representatives named below for attempted resolution or action. Each Party shall provide written notice to the other party of any change in the authorized contact person.

For Village: Steven R. Sarkozy
Village Manager
9401 Corkscrew Palms Circle
2nd Floor
Estero FL 33928

With a copy to:

Burt Saunders, Esq.
8889 Pelican Bay Blvd.
Suite 400
Naples FL 34108

IN WITNESS WHEREOF, this MEMORANDUM OF AGREEMENT has been executed by the parties herein:

Attest:

VILLAGE OF ESTERO, FLORIDA

By: Kathy Hall, MMC, Village Clerk

By: William Ribble, Mayor

Reviewed for legal sufficiency:

By: Burt Saunders, Esq., Village Attorney

HAPPEHATCHEE CENTER, INC.

Brooke Platas
Witness #1 Signature

By: Genelle G. Grant
Genelle G. Grant, President

Brooke Platas
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Jose Sanchez
Witness #2 Printed Name

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 5th day of December, 2019 by Genelle G. Grant, President of Happehatchee Center, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced FLD as identification.

[SEAL]



Brooke Platas
State of Florida
My Commission Expires 04/05/2020
Commission No. FF 979121

Notary Public Signature [Signature]
Printed Name Brooke Platas
Notary Expiration 4/05/2020