

This Instrument Prepared By:  
Celeda Wallace  
Action No. 42124  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE  
MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP

BOT FILE NO. 360353555

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to The Village of Estero, Florida, a Florida municipal corporation, hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in  
Section 33, Township 46 South, Range 25 East, in Estero River,  
Lee County, Florida, containing 750 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated August 30, 2018.

TO HAVE THE USE OF the hereinabove described premises from December 20, 2019, the effective date of this lease modification, through October 9, 2023, the expiration date of this lease modification. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial docking facility and footbridge to be used exclusively for mooring of recreational vessels in conjunction with an upland educational organization, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

The Village of Estero, Florida  
9401 Corkscrew Palms Circle  
Estero, FL 33928

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as a gent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

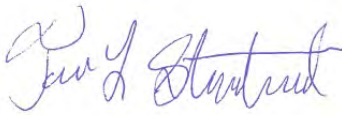
\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as a gent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.



NOTARY EXECUTION:

5/14/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

The Village of Estero, Florida, a  
Florida municipal corporation (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Bill Ribble  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Mayor  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bill Ribble as Mayor, for and on behalf of The Village of Estero, Florida, a Florida municipal corporation. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

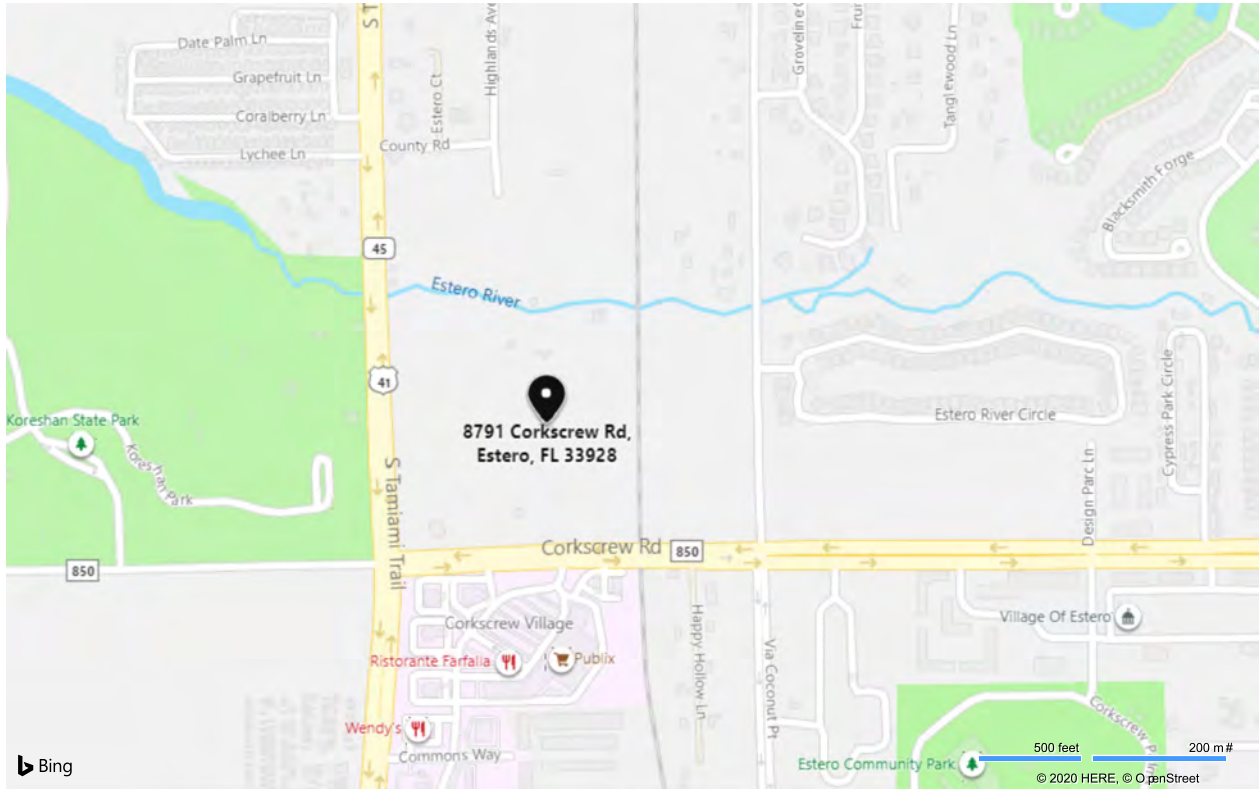
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name



8791 Corkscrew Rd, Estero, FL 33928

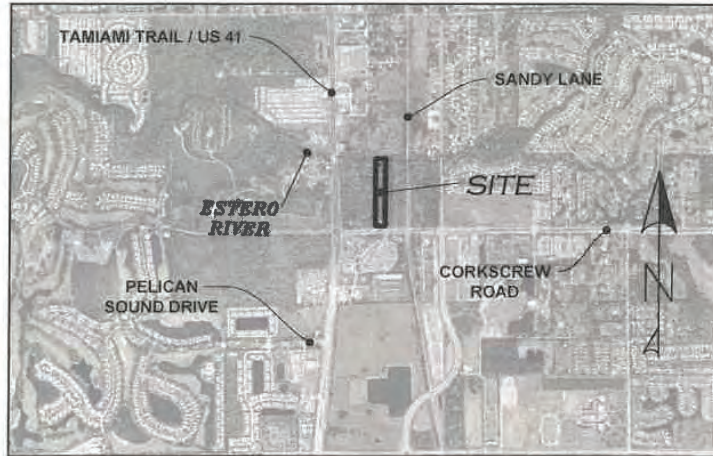
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# SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA



VICINITY MAP  
 (NOT TO SCALE)

INDEX OF SHEETS:

1. COVER AND VICINITY MAP
2. NOTES
3. ABBREVIATIONS AND LEGEND
4. SHORELINE CONDITION
5. LEGAL DESCRIPTION
6. SKETCH OF LEASE AREA
7. IMPROVEMENTS, PROPOSED AND EXISTING DETAILS

JASON CORD CHAMBLISS  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 7133  
 (FOR THE FIRM - LB 7975)  
 SIGNED THIS 30th DAY OF August, 2018

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.020 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR:		HAPPEHATCHEE CENTER, INC. 1285 HENDRY STREET, SUITE 301 FT. MYERS, FLORIDA 33901	
COUNTY:	LEE	DWG DATE:	8-28-18
PROJECT NO.:	180101	DRAWN BY:	CC
DRAWING NO.:	180101-SLL	CHECKED BY:	SU
REVISION:		REV. DATE:	

SPECIFIC PURPOSE SURVEY  
 SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST



5670 Zip Drive  
 Fort Myers, FL 33905  
 Tel: 239.277.0722  
 Fax: 239.277.7179

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# SPECIFIC PURPOSE SURVEY

## SUBMERGED LAND LEASE

### LYING WITHIN THE WATERS OF THE ESTERO RIVER

### SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST

### LEE COUNTY, FLORIDA

**NOTES:**

1. THE SPECIAL PURPOSE OF THIS SURVEY IS TO PROVIDE THE NECESSARY FIELD SURVEY INFORMATION FOR A SUBMERGED LAND LEASE TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE HAPPEHATCHEE CENTER, INC. THE SCOPE OF THIS SURVEY INCLUDED THE LOCATION OF OVER WATER STRUCTURES AND IMPROVEMENTS, THE MHWL, AND THE COMPLETION OF SURVEY REQUIREMENTS AS STIPULATED IN FORM SLER-096 BY THE FDEP.
2. THE CERTIFICATE OF AUTHORIZATION NUMBER OF CARDNO, INC. IS LB-7975.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT SCALES NOTED OR SMALLER.
4. THIS SURVEY DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
5. ELEVATIONS SHOWN ARE IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED ON TIES TO NATIONAL GEODETIC SURVEY "CONTROL STATION 872", ELEVATION = 0.37'.
6. ALL NOTED RECORDING REFERENCES ARE FROM THE PUBLIC RECORDS OF LEE COUNTY.
7. COORDINATES, BEARINGS AND DISTANCES SHOWN ON THIS SURVEY MAP ARE STATE PLANE COORDINATE FOR THE FLORIDA WEST ZONE, NAD '83/2011 ADJUSTMENT. BEARINGS SHOWN ARE BASED ON THE MONUMENTED LINE OF THE WEST LINE OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST AS BEING S 1°11'39" E.
8. THE ON-SITE HORIZONTAL CONTROL AND TIES TO CONTROL MONUMENTS SHOWN WERE ESTABLISHED BY RTK (REAL TIME KINEMATIC) GPS METHODS USING A TRIMBLE MODEL R8 UNIT (DUAL FREQUENCY) UNLESS OTHERWISE NOTED.
9. ALL DISTANCES ARE IN UNITED STATES FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
10. DIMENSIONS SHOWN ARE CALCULATED FROM FIELD TIES UNLESS OTHERWISE NOTED.
11. DATE OF LAST FIELD WORK: 8/10/18; FIELD BOOK 524, PAGE 36.
12. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
13. NO ENVIRONMENTAL AUDIT OR JURISDICTIONAL DELINEATION WAS MADE AS PART OF THIS SURVEY.
14. ANY ADJOINING DEED CITES ARE FOR "INFORMATIONAL PURPOSES ONLY"; NO SURVEY WAS MADE OF ADJOINING LANDS.
15. IMPROVEMENTS ON OR ADJACENT TO THE SUBJECT PARCEL HAVE NOT BEEN LOCATED EXCEPT AS SHOWN. NO SUB-SURFACE FOUNDATIONS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
16. NO ABSTRACT OF TITLE OR TITLE INSURANCE COMMITMENT WAS REVIEWED AS PART OF THIS SURVEY.
17. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
18. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
19. BACKGROUND AERIAL IMAGE SHOWN ON SHEETS 1 AND 7 WAS OBTAINED FROM LAND AND BOUNDARY INFORMATION SYSTEMS (LABINS) WEBSITE, DATED: 2014. RELATIVE POSITIONAL ACCURACY OF AERIAL IMAGERY NOT FIELD VERIFIED. IMAGE IS FOR INFORMATIONAL PURPOSES ONLY.
20. THIS SURVEY IS NOT VALID WITHOUT ALL 7 SHEETS.
21. THE TOTAL LINEAR FEET OF HISTORIC SHORELINE WHICH BORDERS ON SOVEREIGNTY OR STATE OWNED SUBMERGED LANDS IS 245' +/-.
22. THIS IS A FIELD SURVEY.
23. MEAN HIGH WATER LINE AS SHOWN HAS AN ELEVATION OF 0.37' (NAVD88) AS APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DATED: FEBRUARY 1, 2018.
24. THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

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	8-28-18		FOR: HAPPEHATCHEE CENTER, INC. 1265 HENDRY STREET, SUITE 301 FT. MYERS, FLORIDA 33901
COUNTY: LEE	DWG DATE: CC	DRAWN BY: SU	
PROJECT NO.: 180101	DRAWING NO.: 180101-SLL	CHECKED BY:	REV. DATE:
REVISION:			

SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
LYING WITHIN THE WATERS OF THE ESTERO RIVER  
SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST



5670 Zip Drive  
Fort Myers, FL 33905  
Tel: 239.277.0722  
Fax: 239.277.1179

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# SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE  
LYING WITHIN THE WATERS OF THE ESTERO RIVER  
SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

**ABBREVIATIONS:**

BLVD. = BOULEVARD  
 B.O.B. = BASIS OF BEARING  
 (C) = CALCULATED  
 C.C.R. = CERTIFIED CORNER RECORD  
 CONC. = CONCRETE  
 COR. = CORNER  
 CPP = CORRUGATED PLASTIC PIPE  
 DWG. = DRAWING  
 E = EASTING  
 EOP = EDGE OF PAVEMENT  
 FCM = FOUND CONCRETE MONUMENT  
 FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 FNC. = FENCE  
 FND = FOUND  
 FT. = FOOT  
 GPS = GLOBAL POSITIONING SYSTEM  
 I.D. = IDENTIFICATION  
 INC. = INCORPORATED  
 INST. = INSTRUMENT  
 LB = LICENSED BUSINESS  
 MAG = MAGNETIC  
 MHWL = MEAN HIGH WATER LINE  
 N = NORTHING  
 NAD = NORTH AMERICAN DATUM  
 NO. = NUMBER  
 O.L. = OF LINE  
 O.R. = OFFICIAL RECORD BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 REV. = REVISION  
 R/W = RIGHT OF WAY  
 SEC. = SECTION  
 SIRC = SET 5/8" IRON ROD & CAP LB 7975  
 SLL = SUBMERGED LAND LEASE  
 S/W = SEAWALL  
 TIITF = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA  
 TYP. = TYPICAL  
 USACOE = U.S. ARMY CORPS OF ENGINEERS  
 W/ = WITH  
 "" = STAMPING  
 +/- = PLUS OR MINUS  
 S = SOUTH  
 W = WEST

**LEGEND:**

-  CATCH BASIN
-  WOOD FENCE 6'
-  LIGHT POLE
-  CONCRETE SLAB
-  FLOATING DOCK
-  WOOD PILING
-  FOUND CONCRETE MONUMENT
-  FOUND 5/8" IRON ROD & CAP "LB 6773"
-  FOUND PK NAIL & DISK
-  SET MAG NAIL & DISK "CARDNO LB 7975"
-  SET 5/8" IRON ROD & CAP "CARDNO LB 7975"
-  WOOD SUPPORT POLE

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<b>COUNTY:</b> LEE	<b>DWG DATE:</b> 8-28-18	<b>FOR:</b> HAPPEHATCHEE CENTER, INC. 1265 HENDRY STREET, SUITE 301 FT. MYERS, FLORIDA 33901	
<b>PROJECT NO.:</b> 180101	<b>DRAWN BY:</b> CC		
<b>DRAWING NO.:</b> 180101-SLL	<b>CHECKED BY:</b> SU		
<b>REVISION:</b>	<b>REV. DATE:</b>		

SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
LYING WITHIN THE WATERS OF THE ESTERO RIVER  
SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST



5670 Zip Drive  
Fort Myers, FL 33905  
Tel: 239.277.0722  
Fax: 239.277.7179

# SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE  
LYING WITHIN THE WATERS OF THE ESTERO RIVER  
SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA



1 inch = 400 ft.  
INTENDED DISPLAY SCALE



SHORELINE CONDITION



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<b>COUNTY:</b>	LEE	<b>DWG DATE:</b>	8-28-18	<b>FOR:</b>	HAPPEHATCHEE CENTER, INC. 1285 HENDRY STREET, SUITE 301 FT. MYERS, FLORIDA 33901
<b>PROJECT NO.:</b>	180101	<b>DRAWN BY:</b>	CC	<b>CHECKED BY:</b>	SU
<b>DRAWING NO.:</b>	180101-SLL	<b>REV. DATE:</b>			

SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
LYING WITHIN THE WATERS OF THE ESTERO RIVER  
SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST



5670 Zip Drive  
Fort Myers, FL 33905  
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4 OF 7

# SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

**LEGAL DESCRIPTION :**

A PARCEL OF SOVEREIGNTY SUBMERGED LAND LYING WITHIN THE WATERS OF THE ESTERO RIVER, SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST; LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, THENCE SOUTH 1°11'39" EAST FOR 148.31 FEET, THENCE SOUTH 88°48'21" WEST FOR 1066.23 FEET, TO THE INTERSECTION OF SAID LINE AND THE MEAN HIGH WATER LINE OF THE SOUTHERLY BANK OF THE ESTERO RIVER, ALSO BEING THE POINT OF BEGINNING, THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 53°45'25" WEST FOR 1.44 FEET, 2) NORTH 86°41'52" WEST FOR 21.72 FEET, ALSO KNOWN AS POINT "A", THENCE NORTH 6°05'59" WEST FOR 25.10 FEET, LEAVING SAID MEAN HIGH WATER LINE ALONG A LINE ONE (1) FOOT OFFSET FROM AND PARALLEL TO THE WESTERLY EDGE OF EXISTING WOODEN DOCK TO THE INTERSECTION OF SAID LINE AND A LINE OFFSET TEN (10) FEET FROM AND PARALLEL TO THE NORTHERLY EDGE OF SAID WOODEN DOCK, SAID LINE BEARS NORTH 81°23'07" EAST FOR 21.15 FEET, THENCE ALONG SAID LINE TO THE INTERSECTION OF SAID LINE AND A LINE OFFSET ONE (1) FOOT FROM AND PARALLEL TO THE EASTERLY EDGE OF SAID WOODEN DOCK, SAID LINE BEARS SOUTH 9°08'52" EAST FOR 28.89 FEET TO THE INTERSECTION OF SAID LINE AND THE MEAN HIGH WATER LINE OF THE SOUTHERLY BANK OF THE ESTERO RIVER ALSO BEING THE POINT OF BEGINNING

CONTAINING 599.99 SQUARE FEET OR 0.01 ACRES +/-

AND

A PORTION OF A PEDESTRIAN FOOTBRIDGE SPANNING ACROSS SUBMERGED LAND LYING WITHIN THE WATERS OF THE ESTERO RIVER, SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST; LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PREVIOUSLY DESCRIBED PARCEL POINT "A", THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING FOUR (4) COURSES: 1) NORTH 86°41'52" WEST FOR 16.86 FEET, 2) SOUTH 65°57'27" WEST FOR 18.48 FEET, 3) NORTH 85°36'17" WEST FOR 12.20 FEET, 4) NORTH 81°54'12" WEST FOR 5.46 FEET TO THE PROJECTED FOOTPRINT OF AN OVERHEAD PEDESTRIAN FOOTBRIDGE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE NORTH 81°54'12" WEST FOR 3.43 FEET TO THE PROJECTED WESTERLY LINE OF THE OVERHEAD PEDESTRIAN FOOTBRIDGE, THENCE NORTH 01°41'57" WEST FOR 45.57 FEET ALONG THE PROJECTION OF SAID WESTERLY LINE TO THE MEAN HIGH WATER LINE OF THE ESTERO RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE NORTH 70°51'06" EAST FOR 3.23 TO THE PROJECTED EASTERLY LINE OF THE OVERHEAD PEDESTRIAN BRIDGE; THENCE ALONG THE PROJECTION OF SAID EASTERLY LINE SOUTH 02°03'20" EAST FOR 47.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 149.86 SQUARE FEET OR 0.003 ACRES +/-

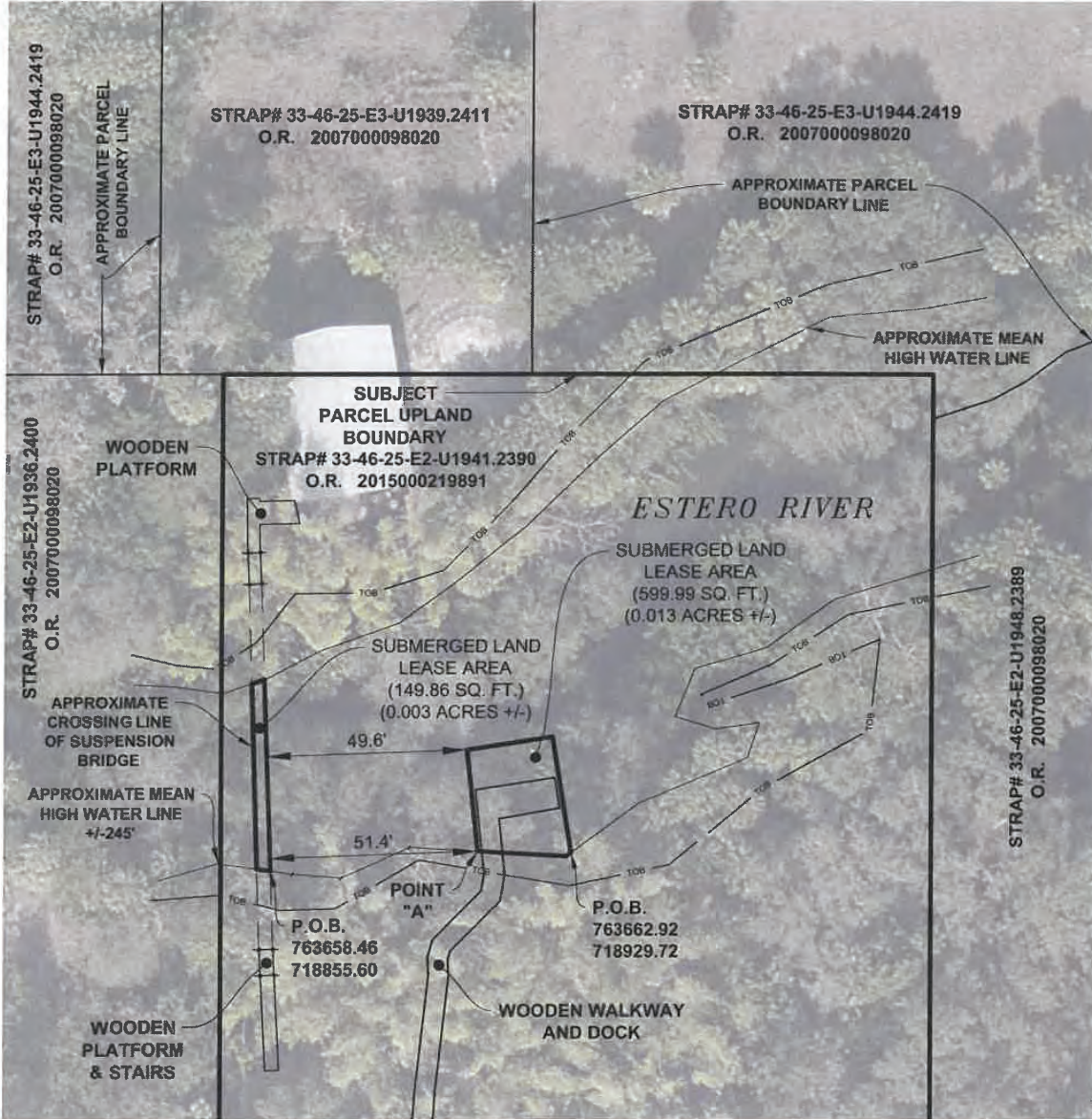
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FOR: HAPPEHATCHEE CENTER, INC. 1265 HENDRY STREET, SUITE 301 FT. MYERS, FLORIDA 33901	
COUNTY: LEE	DWG DATE: 8-28-18
PROJECT NO.: 180101	DRAWN BY: CC
DRAWING NO.: 180101-SLL	CHECKED BY: SU
REVISION:	REV. DATE:

SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE LYING WITHIN THE WATERS OF THE ESTERO RIVER SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST		5670 Zip Drive Fort Myers, FL 33905 Tel: 239.277.0722 Fax: 239.277.7179
		5 OF 7

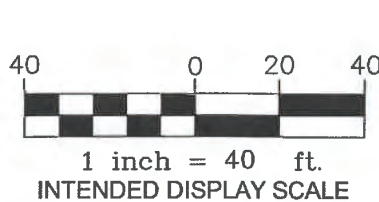
# SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA



**NOTES:**

- 1) MEAN HIGH WATER ELEVATION = 0.37 FEET (NAVD88) AS LOCATED ON 2/28/18.
- 2) THE APPROXIMATE MEAN HIGH WATER LINE IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.
- 3) ADJACENT PARCEL LINES SHOWN FOR INFORMATIONAL PURPOSES ONLY.



FOR: HAPPEHATCHEE CENTER, INC.  
 1265 HENDRY STREET, SUITE 301  
 FT. MYERS, FLORIDA 33901

COUNTY:	LEE	DWG DATE:	8-28-18
PROJECT NO.:	180101	DRAWN BY:	CC
DRAWING NO.:	180101-SLL	CHECKED BY:	SU
REVISION:		REV. DATE:	

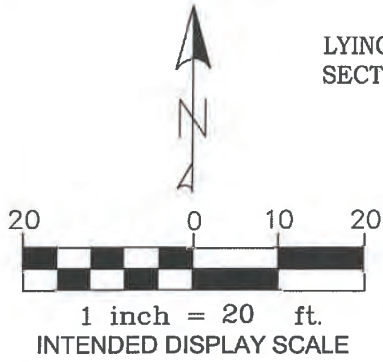
SPECIFIC PURPOSE SURVEY  
 SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST



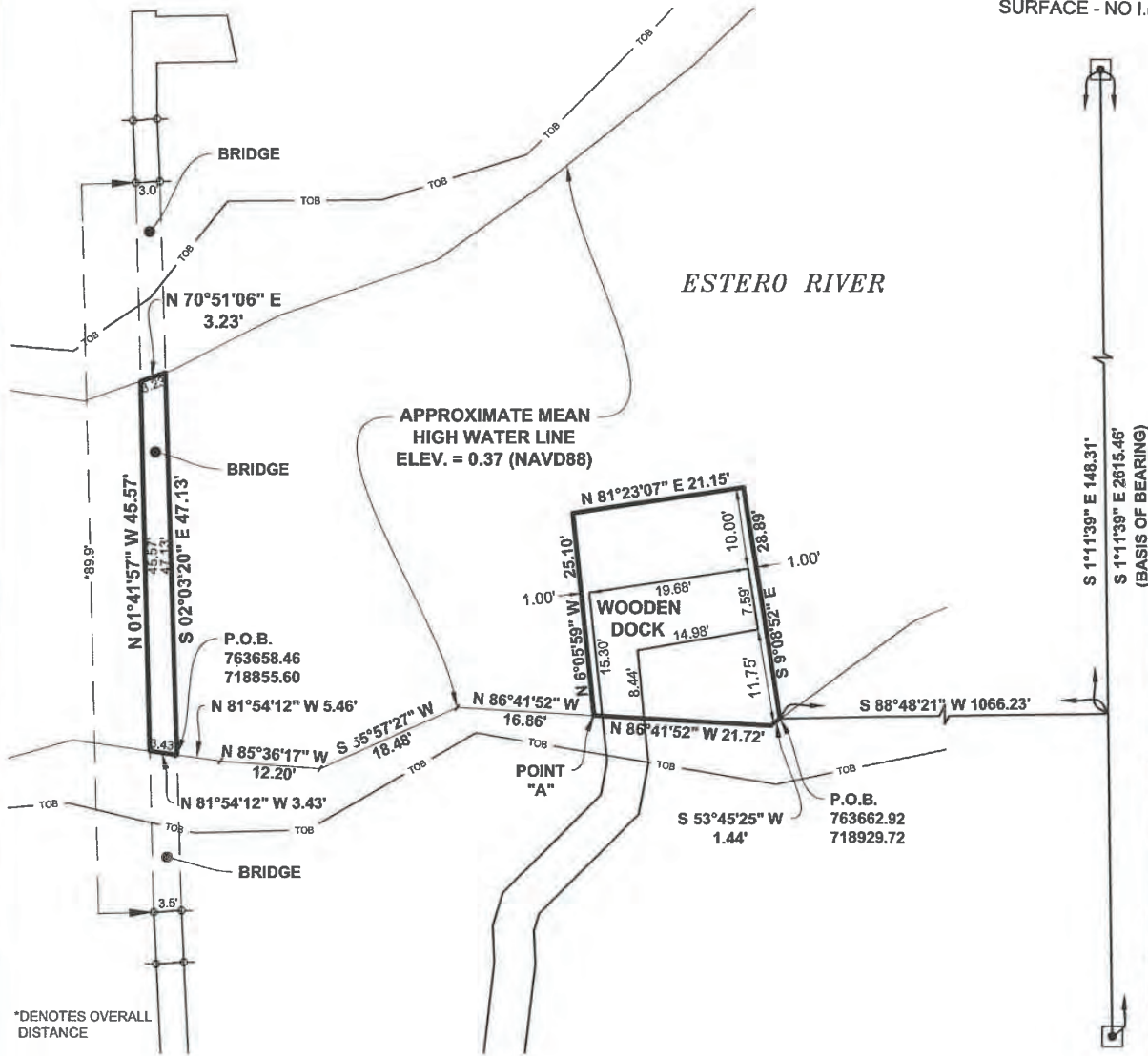
5670 Zip Drive  
 Fort Myers, FL 33905  
 Tel: 239.277.0722  
 Fax: 239.277.7179

# SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA



P.O.C.  
 NE CORNER 33-46-25  
 FOUND 4" X 4" CONCRETE  
 MONUMENT BELOW ROAD  
 SURFACE - NO I.D.



\*DENOTES OVERALL DISTANCE

BENCHMARK:  
 PK NAIL AND DISK AT WEST EDGE DRIVE  
 NORTHING = 762538.1  
 EASTING = 718965.2  
 ELEVATION = 12.44 (NAVD88)

W 1/4 SEC. 33-46-25  
 FOUND DRILL HOLE IN  
 CONCRETE MONUMENT  
 - NO I.D.

FOR:  
 HAPPEHATCHEE CENTER, INC.  
 1265 HENDRY STREET, SUITE 301  
 FT. MYERS, FLORIDA 33901

COUNTY:	LEE	DWG DATE:	8-28-18
PROJECT NO.:	180101	DRAWN BY:	CC
DRAWING NO.:	180101-SLL	CHECKED BY:	SU
REVISION:		REV. DATE:	

SPECIFIC PURPOSE SURVEY  
 SUBMERGED LAND LEASE  
 LYING WITHIN THE WATERS OF THE ESTERO RIVER  
 SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST



5670 Zip Drive  
 Fort Myers, FL 33905  
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 Fax: 239.277.7179

7 OF 7

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Prepared by and return to:

Mark A. Ebelini, Esq.  
Knott Ebelini Hart  
1625 Hendry Street Third Floor  
Fort Myers, FL 33901  
239-334-2722  
File Number: Happehatchee  
Parcel Identification No. 33-46-25-00-00008.0000

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER  
201.02(6), FLORIDA STATUTES

[Space Above This Line For Recording Data]

## Warranty Deed

This Indenture made this 20<sup>th</sup> day of December, 2019 between Happehatchee Center, Inc., a Florida Not-For-Profit Corporation, whose post office address is P.O. Box 345, Estero, FL 33929 of the County of Lee, State of Florida, grantor\*, and The Village of Estero, Florida, a Florida Municipal Corporation, whose post office address is 9401 Corkscrew Palms Circle, Estero FL 33928 of the County of Lee, State of Florida, grantee,

Witnesseth, that said grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

Begin at a point 165 feet East of the Southwest (SW) corner of the Northeast (NE) quarter of the Northeast (NE) quarter of Section 33, Township 46 South, Range 25 East, Lee County, Florida, thence East 165 feet, thence North 1320 feet, thence West 165 feet, thence South 1320 feet to the Point of Beginning.

### THIS CONVEYANCE IS SUBJECT TO:

1. Taxes for the current and subsequent years.
2. Conditions, easements, restrictions and reservations of record, provided, however, that this conveyance shall not operate to reimpose the same.
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. The Memorandum of Agreement and First Addendum to Memorandum of Agreement attached hereto as Exhibit A and B, respectively.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor does hereby covenant with grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land and will warrant the title the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

DoubleTime®



In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Happehatchee Center, Inc., a Florida not-for-profit corporation

[Signature]

Witness #1 Signature

By:

Genelle G. Grant, its President

[Signature]

Witness Name: Mark A. Ebelini

[Signature]

Witness #2 Signature

Witness Name: Melanie C. Legare

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30<sup>th</sup> 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 \_\_\_\_\_ produced \_\_\_\_\_ as identification.

[Signature]

Notary Public

Printed Name: Melanie C. Legare

My Commission Expires: 11/3/21



## Exhibit A

# 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),

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

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 Obligating 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.

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

Attest:

VILLAGE OF ESTERO, FLORIDA

By: Kathy Hall  
Kathy Hall, MMC, Village Clerk

By: William Ribble  
William Ribble, Mayor

Reviewed for legal sufficiency:  
By: Burt Saunders  
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 FLID 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

**Exhibit B**  
**First Addendum to**  
**Memorandum of Agreement**

THIS ADDENDUM TO THE MEMORANDUM OF AGREEMENT, ("Addendum") is made and entered into this 27 day of Dec, 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**, the Happehatchee Center and Village entered into a Memorandum of Agreement on December 18, 2019 relating to the terms of the Happehatchee Center's conveyance of certain property to the Village, and

**WHEREAS**, the Parties to said Memorandum of Agreement hereby wish to further address issues related to the Agreement as provided herein.

**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. Programs. Happehatchee Center will continue to operate an environmental education program on the Property until supplanted by a comparable Village program.
- B. Effective Date. This Addendum 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.

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

Attest:

VILLAGE OF ESTERO, FLORIDA

By: Tamara Duwan <sup>On behalf of Kathy Hall</sup>  
Kathy Hall, MMC, Village Clerk

By: William Ribble  
William Ribble, Mayor

Reviewed for legal sufficiency:

By: Burt Saunders  
Burt Saunders, Esq., Village Attorney

Lisa Roberson  
Witness #1 Signature

Lisa Roberson  
Witness #1 Printed Name

Sheryl Happing  
Witness #2 Signature

Sheryl Happing  
Witness #2 Printed Name

HAPPEHATCHEE CENTER, INC.  
By: Genelle G. Grant  
Genelle G. Grant, President

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 27th 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 FDL as identification.

[SEAL]

Lisa Reitbauer  
Notary Public Signature

Printed Name LISA REITBAUER

Notary Expiration

