

RESOLUTION NUMBER 20-45

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY AND THE TOWN OF FORT MYERS BEACH REGARDING THE EXCHANGE OF REAL PROPERTY AND IMPROVEMENTS RELATED TO THE REDEVELOPMENT OF BAY OAKS RECREATIONAL FACILITY; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach (“Town”) empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the School Board and the Town both serve the people of the Town of Fort Myers Beach; and

WHEREAS, both the School Board and the Town are duly empowered pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the School Board is the owner of certain real property upon which is located the Fort Myers Beach Elementary School (“School Board Property”); and

WHEREAS, the Town is the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located adjacent to the School Board Property (“Town Property”); and

WHEREAS, the School Board Property contains tennis courts, a playground, a portion of a multi-sport field (the other portion of which is located on the Town Property), and certain other recreational facilities; and

WHEREAS, the Town Property contains a baseball field, tennis courts, basketball court, portion of a multi-sport field (the other portion of which is located on the School Board Property), and a recreational center; and

WHEREAS, the School Board and the Town have each determined the need for improvement to its existing facilities and/or for additional facilities; and

WHEREAS, the School Board and the Town believe it is in their best interest to share the use of the School Board facilities and Town facilities, along with certain additional facilities to be constructed on the School Board Property or the Town Property (“Recreational Facilities”); and

WHEREAS, in order to maximize the use of their respective properties and the Recreational Facilities, the School Board and the Town desire to enter into an Interlocal Agreement regarding the exchange of certain portions of their respective properties and the future use of the Recreational Facilities (“Agreement”).

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Agreement attached hereto as Exhibit “A”, between the School Board and Town, regarding the exchange of School Board Property and Town Property is approved. The Mayor is authorized to execute the Agreement on behalf of the Town and all appropriate Town officials are authorized to take all necessary steps to implement the Agreement.

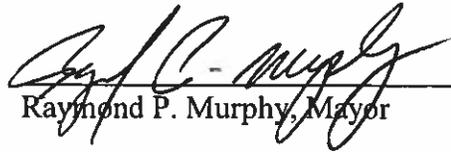
Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member Veach and seconded by Vice Mayor Hosafros, and upon being put to a vote, the result was as follows:

Raymond P. Murphy, Mayor	aye
Rexann Hosafros, Vice Mayor	aye
Dan Allers, Council Member	aye
Bill Veach, Council Member	aye
Jim Atterholt, Council Member	aye

ADOPTED this 5th day of October, 2020 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH



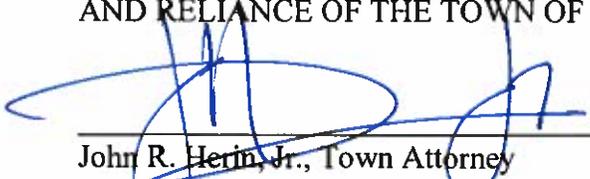
Raymond P. Murphy, Mayor

ATTEST:



Amy Baker, Deputy Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:



John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 7 day of October 2020.

**INTERLOCAL AGREEMENT RELATING TO EXCHANGE OF
REAL PROPERTY AND IMPROVEMENTS
BETWEEN
THE TOWN OF FORT MYERS BEACH AND
THE SCHOOL BOARD OF LEE COUNTY**

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 5 day of OCTOBER, 2020, by and between the TOWN OF FORT MYERS BEACH ("**Town**"), a Florida Municipal Corporation, acting by and through its Town Council, the governing body thereof, and the SCHOOL BOARD OF LEE COUNTY, FLORIDA ("**School Board**"); collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, the School Board and the Town Council both serve the people of the Town of Fort Myers Beach; and

WHEREAS, both the School Board and the Town are duly empowered pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the School Board and the Town each constitute a "public agency" within the meaning of the Florida Interlocal Cooperation Act of 1969 (the "**Interlocal Act**"), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege, or authority that each of them could exercise separately; and

WHEREAS, the School Board is the owner of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("**School Board Property**"), upon which is located the Fort Myers Beach Elementary School; and

WHEREAS, the Town is the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located adjacent to the School Board Property and more particular described in Exhibit "B" attached hereto and incorporated herein by reference (the "**Bay Oaks Property**"); and

WHEREAS, the School Board Property contains tennis courts, a playground, a portion of a multi-sport field (the other portion of which is located on the Bay Oaks Property), and certain other recreational facilities (the "**School Facilities**"); and

WHEREAS, the Bay Oaks Property contains a baseball field, tennis courts, basketball court, portion of a multi-sport field (the other portion of which is located on the School Board Property), and a recreational center (the "**Bay Oak Facilities**"); and

WHEREAS, it has come to the attention of the Parties that some portions of the School Facilities are located within right-of-ways dedicated to the Town; and

WHEREAS, the School Board and the Town have each determined the need for improvement to its existing facilities and/or for additional facilities; and

WHEREAS, the School Board and the Town have determined that it is in the best interest of the owners, residents, business persons, and other citizens of the Town of Fort Myers Beach for the Town and the School Board to share the use of the School Facilities, the Bay Oaks Facilities, along with certain additional facilities to be constructed on the School Board Property or the Bay Oaks Property (collectively, the "**Recreational Facilities**"); and

WHEREAS, in order to maximize the use of their respective properties and the Recreational Facilities, the School Board and the Town desire to exchange certain portions of their respective properties.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the School Board and the Town do hereby agree as follows:

SECTION I. PURPOSE AND EFFECTIVE

1.1 Purpose and Intent. It is the purpose and intent of this Agreement to set forth the process and define the terms and conditions for the exchange of the property described in Section II.

1.2 Recitals. The Recitals set forth above are incorporated into the terms of this Agreements as if set of herein at length.

1.3 Effective Date. The "Effective Date" of this Agreement shall be the date on which the later of the School Board or the Town executes this Agreement and delivers a copy thereof to other party.

SECTION II: EXCHANGE OF PROPERTY; CONVEYANCE REQUIREMENTS

2.1 Exchange of Property. The School Board agrees to grant and convey, and the Town agrees to acquire and accept, fee-simple title to that portion of the School Board Property generally described and depicted on Exhibit "C" attached hereto and incorporated herein (the "**School Board Exchange Parcels**"). In exchange therefore, the Town agrees to grant and convey, and the School Board agrees to acquire and accept, fee-simple title to that portion of the Town Property generally described and depicted on Exhibit "D" attached hereto and incorporated herein (the "**Town Exchange**").

Parcels). The School Board Exchange Parcels and the Town Exchange Parcels are referred to, collectively, as the **"Exchange Parcels"**. The legal descriptions and depictions of the Exchange Parcels shall be confirmed and finalized pursuant to surveys to be obtained as set forth in Section 2.2.3. Additionally, the Town agrees to make improvements to the School Facilities and construct certain additional facilities as set forth in Section 2.4.

2.2 Evidence of Title and Survey.

2.2.1 The School Board shall cause the authorized agent ("**Title Agent**") of a Florida licensed title insurer of its choice ("**Title Insurer**") to examine title to the School Board Exchange Parcels, and thereafter deliver a commitment, with legible copies of instruments listed as exceptions attached thereto, agreeing to issue an owner's policy of title insurance covering the School Board Exchange Parcels (the "**Town Commitment**"), subject to those matters enumerated in Section 2.2.3 hereof, to the Town on or before thirty (30) day after the Effective Date.

The Town shall have fifteen (20) days after receipt of the Town Commitment to notify the School Board in writing that the Town objects to one or more of the title exceptions disclosed by the Town Commitment (individually, a "**Title Objection**"). The School Board shall have fifteen (20) day after receipt of the Town's notice to respond with respect to each of the Title Objections noted by the Town by: (i) agreeing to cure one or more of such Title Objections; and/or (ii) refusing to cure one or more of such Title Objections. In the event that the School Board agrees in writing to cure one or more Title Objections, the School Board shall have until the thirtieth (30th) day following the Town's receipt of such writing from the School Board to do so (the "**School Board's Curative Deadline**"). If the School Board fails to cure all such Title Objections, which it has agreed to cure by the School Board's Curative Deadline, then the Town may waive such objections and proceed with the Closing, or the Town may terminate this Agreement by written notice to the School Board within five (5) days following the School Board's Curative Deadline. If the Town terminates this Agreement pursuant to the preceding sentence, the parties shall be without further obligation hereunder, except to the extent such obligations expressly survive the termination of this Agreement. In the event that the School Board refuses in writing to cure one or more Title Objections, the Town may waive such Title Objections and proceed with the Closing, or the Town may terminate this Agreement by written notice to the School Board within five (5) days after receiving the School Board's written refusal to cure. If the Town terminates this Agreement pursuant to the preceding sentence, the parties shall be without further obligation hereunder, except to the extent such obligations expressly survive the termination of this Agreement.

In the event that the School Board fails to respond to the Town's notice of Title Objections within the permitted time, the School Board shall be deemed to have refused to cure all such Title Objections, and the Town may waive such Title Objections and proceed with the Closing, or the Town may terminate this Agreement by written notice to the School Board within five (5) days after the deadline for which the School Board was supposed to have responded to the Title Objections. If the Town terminates this

Agreement pursuant to the preceding sentence, the parties shall be without further obligation hereunder, except to the extent such obligations expressly survive the termination of this Agreement.

2.2.2 The School Board shall cause the Title Agent of Title Insurer to examine title to the Town Exchange Parcels, and thereafter deliver a commitment, with legible copies of instruments listed as exceptions attached thereto, agreeing to issue an owner's policy of title insurance covering the Town Exchange Parcels (the "**School Board Commitment**"), subject to those matters enumerated in Section 2.2.3 hereof, to the School Board on or before forty-five (45) day after the Effective Date.

The School Board shall have fifteen (20) days after receipt of the School Board Commitment to notify the Town in writing that the School Board objects to one or more of the title exceptions disclosed by the School Board Commitment (individually, a "Title Objection"). The Town shall have fifteen (20) day after receipt of the School Board's notice to respond with respect to each of the Title Objections noted by the School Board by: (i) agreeing to cure one or more of such Title Objections; and/or (ii) refusing to cure one or more of such Title Objections. In the event that the Town agrees in writing to cure one or more Title Objections, the Town shall have until the thirtieth (30th) day following the School Board's receipt of such writing from the Town to do so (the "**Town's Curative Deadline**"). If the Town fails to cure all such Title Objections, which it has agreed to cure by the Town's Curative Deadline, then the School Board may waive such objections and proceed with the Closing, or the School Board may terminate this Agreement by written notice to the Town within five (5) days following the Town's Curative Deadline. If the School Board terminates this Agreement pursuant to the preceding sentence, the parties shall be without further obligation hereunder, except to the extent such obligations expressly survive the termination of this Agreement. In the event that the Town refuses in writing to cure one or more Title Objections, the School Board may waive such Title Objections and proceed with the Closing, or the School Board may terminate this Agreement by written notice to the Town within five (5) days after receiving the Town's written refusal to cure. If the School Board terminates this Agreement pursuant to the preceding sentence, the parties shall be without further obligation hereunder, except to the extent such obligations expressly survive the termination of this Agreement.

In the event that the Town fails to respond to the School Board's notice of Title Objections within the permitted time, the Town shall be deemed to have refused to cure all such Title Objections, and the School Board may waive such Title Objections and proceed with the Closing, or the School Board may terminate this Agreement by written notice to the Town within five (5) days after the deadline for which the Town was supposed to have responded to the Title Objections. If the School Board terminates this Agreement pursuant to the preceding sentence, the parties shall be without further obligation hereunder, except to the extent such obligations expressly survive the termination of this Agreement.

2.2.3 The Parties shall be deemed to have accepted, the following exceptions to title ("**Permitted Exceptions**") as to the property to be received by each:

- (i) Public or private utility easements, recorded in the public records;
- (ii) Zoning and other land use laws, statutes, ordinances or regulations of applicable governmental authorities having jurisdiction over the property to be received;
- (iii) Ad valorem real property taxes levied in the year of the Closing and all subsequent years (unless exempt);
- (iv) Matters not objected to or otherwise waived pursuant to Sections 2.2.1 and 2.2.2 above.

2.2.4 The Town, shall obtain surveys of the Exchange Parcels (each a "**Survey**", collectively the "**Surveys**") made by a licensed surveyor and meeting the requirements to remove the standard survey exceptions from the title commitments required in Sections 2.2.1 and 2.2.2. If a Survey reveals one or more encroachments or other conditions affecting the marketability of the title of the property to be received by such party, such party may deem any such encroachment or other condition to be a Title Objection by written notice to the other party within ten (10) days of such party's receipt of the Survey, and the party in receipt of such written notice shall thereafter respond in accordance with the procedures of Section 2.2.1 or 2.2.2, respectively.

2.3 Costs of Conveyance. The Town shall pay all costs associated with the conveyance of the Exchange Parcels, including but not limited to: (i) documentary stamp taxes on the deeds (in the event the conveyance is not exempt), (ii) recording fees for the deeds, (iii) costs of the title search and owner's title policy premium for the Exchange Parcels, (iv) costs of any lender's policy and /or endorsements relating to any lender providing financing to the Town in connection with any construction and/or improvements required to be made by the Town under this Agreement to the School Board Property, Town Property and/or Exchange Parcels, (v) the cost of the Surveys, (vi) engineering or other professional fees associated with preparation of the Final Site Plan (as defined in Section 3.2.1), and (vii) the School Board's reasonable attorney fees incurred in connection with the transaction contemplated by this Agreement, including preparation of this Agreement and the conveyance documents. In the event this Agreement is terminated or otherwise does not close as contemplated, the Town shall remain obligated to pay all such costs as described herein; to the extent, the costs were actually incurred.

2.4 Construction/Improvement Obligations.

2.4.1 The Town shall, at the Town's cost and expense, complete construction, repair and/or improvement of the following facilities:

- (i) Replacement of existing playground equipment, installation of shade covering over playground equipment, and replacement of ground surface
- (ii) Reconditioning of play courts and installation of shade coverings
- (ii) Construction of secured parking lot for use by parents and other visitors of Fort Myers Beach Elementary School
- (iii) Installation of additional fencing and/or repair of existing fencing to ensure all Recreational Facilities are securely enclosed during school use as outlined in the survey of the "Exchange Parcels"

2.4.2 The Town shall use its best efforts to complete the items in Section 2.4.1 within TBD days following the Closing, but in no event later than TBD _____, 2021. These obligations shall survive the Closing.

SECTION III: CLOSING AND CONDITIONS PRECEDENT

3.1 Closing. The consummation of the exchange transaction contemplated by this Agreement (the "**Closing**") shall be on or before the earlier of (i) fifteen (15) days following the satisfaction of all Conditions Precedent (as defined below) or (ii) January 31, 2021 (the "**Closing Date**"). On the Closing Date, the School Board agrees to convey the School Board Exchange Parcels to the Town and the Town agrees to convey the Town Exchange Parcels to the School Board.

3.2. Conditions Precedent. Notwithstanding the foregoing, Closing shall be contingent upon the satisfaction of the following conditions (the "**Conditions Precedent**") prior to Closing:

3.2.1 Final Site Plan. The Town shall prepare a site plan incorporating the plans for construction of the improvements outlined in Section 2.4 to the existing Recreational Facilities, which shall be approved by the School Board.

3.2.2 Construction Plan. The Parties shall work together to prepare a construction plan detailing the order/phases in which the improvements outlined in Section 2.4 will be constructed, the timeframe for completion of each phase, how the Recreational Facilities will be used during construction, and other details relating to the construction process, including safety and cleanup measures to be undertaken during construction.

3.2.3 Surveys. The Town shall have obtained the Surveys as set forth in Section 2.2.4 and the Parties agreed to the final legal descriptions for the Exchange Parcels.

3.2.4 Shared Use Agreement. The Parties shall approve the form of an interlocal agreement to be executed at Closing which shall address the rights and obligations of the Parties relating to the shared use, operation and maintenance of the Recreational Facilities (the "**Shared Use Agreement**"). The form Shared Use Agreement shall provide for the following:

- (i) Responsibility for inspection, maintenance, repair and replacement of the Recreational Facilities
- (ii) Responsibility for daily opening and closure of the Recreational Facilities
- (iii) Schedule of days/times during which the School Board shall have priority or exclusive use of certain portions of the Recreational Facilities
- (iv) Implementation of after school clubs and programming
- (v) Insurance, liability and indemnification requirements
- (vi) Restrictions on the School Board Exchange Parcel relating to recreational use of the property and sale or disposition by the Town, with reverter provision in favor of the School Board.
- (v) Restrictions on the Town Exchange Parcel relating to educational and/or recreational use of the property and sale and disposition by the School Board, with reverter provision in favor of the Town.
- (vi) The length, terms and conditions of the shared use agreement.

3.2.5 Vacation of ROW. The Town shall have taken all actions necessary and effectively vacate the right-of-ways located within the Town Exchange Parcels.

3.2.6 In the event the Conditions Precedent are not satisfied by the Closing Date, either party may extend the Closing Date for up to thirty (30) days by delivering written notice thereof to the other party prior to the Closing Date. If neither party extends this Agreement as provided above, this Agreement shall terminate and the Parties shall have no further obligations hereunder (except for those obligations, which expressly survive the termination of the Contract, if any). If the Closing is extended but the Conditions Precedent are not satisfied by the extended Closing Date, the Agreement shall

terminate and the parties shall have no further obligations hereunder (except for those obligations which expressly survive the termination of the Agreement, if any).

3.3 Closing Documents.

3.3.1 The School Board shall deliver a fully executed, witnessed and acknowledged Special Warranty Deed conveying marketable, insurable fee-simple title to the School Board Exchange Parcels to the Town subject only to any Permitted Exceptions (the "**School Board Deed**").

3.3.2 The Town shall deliver a fully executed, witnessed and acknowledged Quit-Claim Deed conveying all of the Town's interest, if any, in the Town Exchange Parcels to the School Board subject only to any Permitted Exceptions (the "**Town Deed**").

3.3.3 The School Board shall deliver (i) an owner's affidavit as to the School Board Exchange Property in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties' in possession, mechanic's lien, and "gap" exceptions from each respective title commitment and policy; (ii) non-foreign "FIRPTA" affidavits in the customary form; (iii) any corrective instruments that are necessary to cure one or more Title Objections, which Title Objections the School Board has agreed to cure in accordance with Section 2.2.1, (iv) satisfactions or partial releases from any lender holding a mortgage or security interest in the School Board Exchange Property, and (v) such further documents as may reasonably be required to convey and vest title to the School Board Exchange Property in the Town, and to enable the Title Company to issue a title policy to the Town as required in accordance with the terms of this Agreement, together with any other documents reasonably required to accomplish the intent of the Parties. This obligation shall survive Closing.

3.3.4 The Town shall deliver (i) an owner's affidavit as to the Town Exchange Property in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties' in possession, mechanic's lien, and "gap" exceptions from each respective title commitment and policy; (ii) non-foreign "FIRPTA" affidavits in the customary form; (iii) any corrective instruments that are necessary to cure one or more Title Objections, which Title Objections the Town has agreed to cure in accordance with Section 2.2.2, (v) satisfactions or partial releases from any lender holding a mortgage or security interest in the Town Exchange Property, and (vi) such further documents as may reasonably be required to convey and vest title to the Town Exchange Property in the School Board, and to enable the Title Company to issue a title policy to the School Board as required in accordance with the terms of this Agreement, together with any other documents reasonably required to accomplish the intent of the Parties. This obligation shall survive Closing.

SECTION IV: DEFAULT

If either party fails to materially fulfill its obligations under this Agreement that party will be considered to be in default. The other party to the Agreement shall provide written notice of the default and an opportunity to cure the default within 30 days of receipt of said notice. If the defaulting party fails to cure the default within said time period, the other party may terminate this Agreement for cause or breach by providing written notice of termination. Failure of either party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the Town nor the School Board is deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party.

SECTION V: NOTICE:

All notices or demands permitted or required under this Agreement are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Town: Town of Fort Myers Beach, a Florida municipal corporation
Town Manager
2525 Estero Blvd.
Fort Myers Beach, FL 33931

School Board: School Board of Lee County
Office of the Superintendent
2855 Colonial Blvd.
Fort Myers, FL 33966

The address to which any notice or demand may be given to either party may be changed by written notice.

SECTION VI: MISCELLANEOUS:

The Parties represent and warrant that they have full authority to enter into and sign the Agreement. The terms and conditions of this Agreement shall extend to and bind any successor entity of the Parties hereto. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other. The prevailing Party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing Party. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or at equity brought in a court of competent jurisdiction

located in Lee County, Florida. This Agreement constitutes the entire understanding between the Parties with regard to the subject matter hereof. No modification or amendment of this Agreement shall be valid and binding the School Board the Town unless it is in writing and executed by or on behalf of the School Board and the Town.

SECTION VII: DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees and costs in connection therewith.

SECTION VIII: ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof, shall be made by either Party unless approved by both the School Board and the Town.

SECTION IX: EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION X: REVERSIONARY INTEREST

The Town shall use the School Board Exchange Parcel for recreational use. If the Town conveys the School Board Exchange Parcel or fails to use the School Board Exchange Parcel for recreational use, the School Board may notify the Town and request the reverter of the School Board Exchange Parcel back to the School Board.

The School Board shall use the Town Exchange Parcels for educational/recreational use. If the School Board conveys the Town Exchange Parcels or fails to use the Town Exchange Parcels for educational/recreational use, the Town may notify the School Board and request the reverter of the Town Exchange Parcels back to the Town.

IN WITNESS WHEREOF, the Town and the School Board have executed this Agreement on the day, month and year first written above.

The School Board of Lee County, Florida

Town of Fort Myers Beach, a Florida Municipal Corporation

By: Gregory K. Adkins
Its: Gregory K. Adkins, Ed.D., Superintendent

By: Jay C. Muzly
Its: Mayor

RATIFIED AND APPROVED:

ATTESTED:

By: Mary Fischer
Its: Mary Fischer, Board Chair

By: Amy Baker
Its: Deputy Town Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: Kathy Dupuy-Bruno
Kathy Dupuy-Bruno, Esq.
School Board Attorney

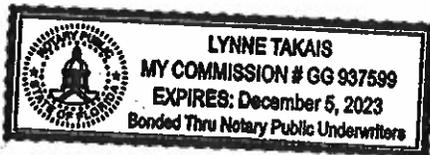
By: [Signature]
Town Attorney

APPROVED

SEP 22 2020

STATE OF FLORIDA
COUNTY OF LEE SCHOOL BOARD OF
LEE COUNTY

The foregoing instrument was signed and acknowledged before me by means of physical presence or online notarization this 23rd day of September 2020, by Mary Fischer, as Board chair of The School Board of Lee County, Florida, who produced the following as identification or is personally known to me and who did/did not take an oath.



Lynne Takais
[Signature of Notary]
Lynne Takais
[Typed or Printed Name]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me by means of physical presence or online notarization this 7 day of OCTOBER 2020 2020, by RAYMOND P. MURPHY as MAYOR of The Town of Fort Myers Beach, a Florida municipal corporation, who produced the following as identification _____ or is personally known to me and who did/did not take an oath.



Jason Freeman
[Signature of Notary]

JASON FREEMAN
[Typed or Printed Name]