



Fort Myers Beach Town Council

**17650 San Carlos Blvd.
(former SkipOne Seafood Restaurant / adjacent to Smugglers Cove Adventure Golf)
Fort Myers Beach, FL 33931**

Agenda

Thursday, October 20, 2022

2:00 PM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. ITEMS**
 - A. Extension of Declaration of State of Local Emergency
 - B. Restoration of Fort Myers Beach
- VII. FINAL PUBLIC COMMENT**
- VIII. TOWN MANAGER'S ITEMS**
- IX. TOWN ATTORNEY'S ITEMS**
 - A. 190 Tarpon / 2020-CA-5031 Settlement Agreement
- X. COUNCILMEMBERS ITEMS AND REPORTS**
- XI. ADJOURNMENT**

NOTE: THIS MEETING WILL BE POSTED TO THE TOWN'S WEBSITE AND YOUTUBE CHANNEL FOLLOWING THE MEETING.

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

	For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.
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In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

1. **Requested Motion:**

Meeting Date: October 20, 2022

Approve Resolution Extending the Town Declaration of State of Local Emergency

Why the action is necessary:

Extending the local state of emergency provides the Town with the needed flexibility to respond to the catastrophic disaster caused by Hurricane Ian and maintains the Town's eligibility for federal and state reimbursement funding for the costs of recovery.

What the action accomplishes:

Extends the Town's Declaration of state of local emergency.

2. **Agenda:**

ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Hurricane Ian has caused a catastrophic disaster in the Town, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas. This Resolution will maintain in place the Town Declaration of State of Local Emergency originally put in place via adoption of Resolution 22-34.

Attachments:

1. Res. 22-35, Extending State of Emergency Hurricane Ian
2. Resolution 22-36 re Extending Declaration of Local State of Emergency - Hurricane Ian(139164014.1)-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Roger Hernstadt, Town Manager

Created/Initiated - 10/18/2022
Approved - 10/19/2022
Final Approval - 10/19/2022

RESOLUTION 22-35

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION OF A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN IN THE TOWN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Florida Statute 252.38 specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

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

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended *nun pro tunc* from 1:15 PM on the 3rd day of October 2022.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-34 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), Fla. Stat. and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

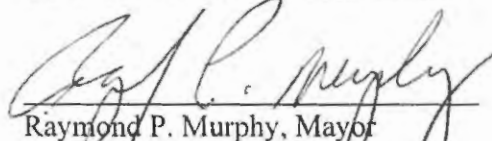
Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

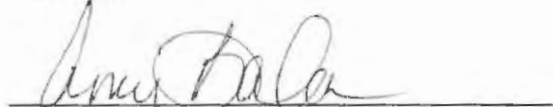
Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 6th day of October 2022 upon the signature of the Mayor at
1:15 a.m./p.m.

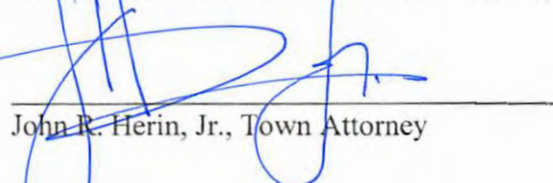
TOWN OF FORT MYERS BEACH


Raymond P. Murphy, Mayor

ATTEST:


Amy Baker, Town Clerk

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


John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 6th day of October 2022.

RESOLUTION 22-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Florida Statute 252.38 specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

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

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended *nun pro tunc* from 1:15 PM on the 10th day of October 2022.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), Fla. Stat. and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 20th day of October 2022 upon the signature of the Mayor at
___ a.m./p.m.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of October 2022.

1. **Requested Motion:**

Meeting Date: October 20, 2022

Wilmington Savings Fund Society v. Dawn Maaliki, Case No. 20-CA-5031

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Signed_Settlement-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 10/19/2022

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the “*Settlement Agreement*”) is made and entered into as of the last date written below (“*Effective Date*”), by and between Dawn M. Maaliki n/k/a Dawn Marie Patton (“*Ms. Patton*”), Khadije Maaliki (“*Ms. Maaliki*”), Lena Bond (“*Ms. Bond*”) and the Town of Fort Myers Beach (the “*Town*”); all of the signatories to this Settlement Agreement shall sometimes be referred to as the “*Parties*” and individually as a “*Party*.”

Recitals

WHEREAS, a non-homestead residential foreclosure in Lee County Case Number 2020-CA-5031 was filed by Wilmington Savings Fund Society, FSB, as Trustee for BCAT 2018-20TT on or about August 3, 2020 (the “*Foreclosure Case*”), for which a foreclosure sale of the real property located at 190 Tarpon Road, Fort Myers Beach, Florida 33931 (the “*Property*”) was held on or about November 24, 2021 (the “*foreclosure sale*”);

WHEREAS, the owner of record on the date of the filing of a lis pendens was Ibrahim Maaliki (Deceased) and Ms. Patton. Ms. Bond and Ms. Maaliki are an heir at law and/or a beneficiary of Ibrahim Maaliki (Deceased);

WHEREAS, the Town is alleged in the Complaint, as amended, in the Foreclosure Case to be a subordinate lienholder by virtue of the following documents in the Public Records of Lee County, Florida: (i) Code Enforcement Order Imposing Lien dated March 5, 2020, and recorded on March 12, 2020, in Official Records as Instrument 2020000064213, (ii) Code Enforcement Order Imposing Lien dated March 10, 2020, and recorded on March 12, 2020, in Official Records as Instrument 2020000064214, (iii) Code Enforcement Order dated December 10, 2019, and recorded on March 12, 2020, in Official Records as Instrument 202000063361, and (iv) Code Enforcement Order dated December 3, 2019, and recorded on March 12, 2020, in Official Records as Instrument 2020000063385;

WHEREAS, Ms. Patton, Ms. Maaliki and Ms. Bond, respectively, each submitted an Owner’s Claim for Mortgage Foreclosure Surplus, for which a hearing was held on April 18, 2022, and an Order on Owner’s Claim for Mortgage Surplus Funds was entered on April 19, 2022 (the “*April 19, 2022 Order*”), in which the Court ordered the Clerk to disburse the funds in the Court Registry, less any Clerk’s fees, to the parties as follows:

- a. Dawn Patton – 50%
- b. Khadije Maaliki – 25%
- c. Lena Bond – 25%

WHEREAS, on April 20, 2022, the Town filed a Motion to Vacate the April 19, 2022 Order (the “*Town’s Motion to Vacate*”), which was granted by the Court on or about April 21, 2022. In the Town’s Motion to Vacate, the Town alleges that it is a subordinate lienholder by virtue of two code enforcement liens: (i) Code Enforcement Order Imposing Lien recorded on March 12, 2020, as Instrument Number 2020000064213, in the Official Records of Lee County, Florida, and (ii) Code Enforcement Order Imposing Lien recorded on March 12, 2020, as Instrument Number 2020000064214, in the Official Records of Lee County, Florida (the two Code Enforcement Orders Imposing Lien are collectively referred to herein as “*the Liens*”).

WHEREAS, the Clerk has advised that the sum of \$316,388.31 is currently held as surplus from the foreclosure sale in the Foreclosure Case;

WHEREAS, the Parties to this Settlement Agreement wish to settle and compromise any and all claims, demands, debts, damages, rights and causes of action of every kind, nature and description whatsoever, known or unknown, direct or indirect, arising out of or by reason of or in any manner connected with the surplus funds retained by the Clerk from the foreclosure sale and any other claims, demands, rights, causes of action, liens and other encumbrances between the parties relating to the Property and the Foreclosure Case, without any party admitting liability as to said disputes; and

WHEREAS, the Parties have concluded, individually, that the terms of this Settlement Agreement are fair, reasonable and adequate;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

Agreement

1. The foregoing recitals are true and correct and are incorporated into this Settlement Agreement.

2. The Parties agree that, in the event of a conflict between this Settlement Agreement and any other contract document, this Settlement Agreement shall control and govern. Further, the Parties agree that this Settlement Agreement is expressly contingent upon the entry of the Court of an Order Granting Distribution of Mortgage Foreclosure Surplus, which reflects distribution in accordance with this Settlement Agreement.

3. The Parties to this Settlement Agreement agree to disbursement of the surplus proceeds, in the amount of \$316,388.31, in the following manner:

Town of Fort Myers Beach:	<u>\$125,000.00, minus any and all Clerk or Court fees and/or costs for the distribution of the surplus funds from the Court's Registry.¹</u>
Dawn M. Maaliki n/k/a Dawn Marie Patton:	<u>\$95,694.15</u>
Khadije Maaliki:	<u>\$47,847.08</u>
Lena Bond:	<u>\$47,847.08</u>

¹ For any Clerk or Court fees and/or costs incurred for reasons other than the distribution of the surplus funds, each party shall bear these fees and costs at their own expense.

4. Payment to the Town in the amount of \$125,000.00, minus any and all Clerk or Court fees and/or costs for the distribution of surplus funds from the Court's registry, shall be made payable to "Town of Fort Myers Beach" and mailed to Town of Fort Myers Beach, c/o Roger Hernstadt, 2525 Estero Blvd., Fort Myers Beach, FL 33931.

5. Payment to Dawn M. Maaliki n/k/a Dawn Marie Patton in the amount of \$95,694.15 shall be made payable to the "John Webb Legal Group, P.L. Trust Account" and mailed to P. O. Box 60832, Fort Myers, Florida 33906.

6. Payment to Khadije Maaliki in the amount of \$47,847.08 shall be made payable to the "John Webb Legal Group, P.L. Trust Account" and mailed to P.O. Box 60832, Fort Myers, Florida 33906.

7. Payment to Lena Bond in the amount of \$47,847.08 shall be made payable to the "Lena Bond" and mailed to 115 Finchley Park, North Finchley, London N12 9JJ.

8. As of the effective date of this Settlement Agreement, the Town shall waive and release Ms. Patton, Ms. Maaliki, and Ms. Bond from any obligations under the Liens existing on the Property, as well as waive and release, and discharge any and all amounts which the Town may or could claim now or at any time in past or in the future related to the Liens against Ms. Patton, Ms. Maaliki and/or Ms. Bond. This waiver and release shall not act as an acknowledgment that the Property has been brought into compliance with the violations noted in the Liens, and shall not apply to any future or repeated violations related to the Property, or to any other liens or encumbrances against the Property. Moreover, this waiver and release shall not relieve the current owner or any subsequent purchasers, successors in interest, or assigns from the findings noted in the Liens, which remain binding, or from bringing the Property into compliance with the violations noted in the Liens. The Town reserves the right to impose fines against the current owner or any subsequent purchasers, successors in interest, or assigns for failing to bring the Property into compliance with the violations noted in the Liens.

9. In consideration of the mutual covenants and other good and valuable consideration described herein, the sufficiency of which the Parties acknowledge, the Parties, on behalf of themselves and all of their affiliated companies, corporations, partnerships, business entities, parent companies, sister companies, representatives, successors, insurers, attorneys, third-party administrators, privies and assigns, together with each of their respective past, present, and future officers, directors, shareholders, servants, agents, managers, employees, representatives, partners, trustees, members, predecessors, privies, assigns, parent corporations, subsidiaries, and any and all other related, affiliated or associated persons or entities of any type, as well as any respective heirs, successors, descendants, spouses, partners, relatives, tenants, trusts, trustees, agents, beneficiaries, and representatives, both past and present, by operation of law or otherwise, do hereby forever release, discharge, acquit, and hold harmless each other, of and from any and all claims, counterclaims, affirmative defenses, demands, actions, causes of action of every kind nature and description whatsoever, known or unknown, direct or indirect, anticipated or unanticipated, bond claims, insurance claims, subrogation claims, damages, statutory violations, negligence, licensing complaints, debt collection violations, expenses, attorney's fees, costs, liabilities and/or all other obligations, rights, or actions of any kind whatsoever that the Parties have, had, or may have against each other from the beginning of time through the Effective Date

arising out of or in any way related to the Liens. In addition, notwithstanding the foregoing, this release does not in any way release the Parties of their obligations pursuant to this Settlement Agreement.

10. Each Party to this Settlement Agreement shall pay and bear their own attorney's fees and costs, unless otherwise provided in this Settlement Agreement.

11. The Parties have entered into this Settlement Agreement in order to avoid the substantial costs, inconvenience and uncertainties of litigation. The execution of this Settlement Agreement shall not constitute an admission by either Party for any actions which have been or could be asserted against the other in any other claim cognizable in law or equity.

12. Except as stated in Paragraph 8 of this Settlement Agreement, the rights and obligations of the Parties under this Settlement Agreement shall inure to the benefit of and shall be binding upon their respective heirs, successors and assigns.

13. The undersigned representatives of the respective Parties represent, warrant and acknowledge that they have received the proper and necessary corporate authority to execute this Settlement Agreement. Further, the Parties represent and acknowledge that in executing this Settlement Agreement, they do not rely and have not relied upon any representation or statement made by any Party with regard to the subject matter, basis or effect of this Settlement Agreement. The Parties agree that this written Settlement Agreement constitutes the entire agreement between them regarding the subject matter described herein.

14. The Parties hereby acknowledge that they have freely, voluntarily and knowingly entered into the negotiations which preceded the execution of this Settlement Agreement, and that each party knowingly and voluntarily, of its own free will without any duress, being fully informed and after due deliberation, accepts the terms of this Settlement Agreement.

15. This Settlement Agreement is made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed in, and under, the laws of Florida. If a party is required to enforce the terms of this Settlement Agreement, venue shall be exclusively in a court of competent jurisdiction in and for **Lee County, Florida**.

16. In the event that any condition, covenant or other provision of this Settlement Agreement, in whole or in part, is held to be invalid or void by any court of competent jurisdiction, it shall be deemed severable and shall in no way affect any other condition, covenant or other provision of this Settlement Agreement. If such condition, covenant or other provision is held to be invalid due to its scope or breadth, it shall be deemed to remain valid to the extent permitted by law.

17. The parties may execute this Settlement Agreement in any number of counterparts, each of which, when executed and delivered, shall be an original, and all such counterparts together shall constitute a single document. The signatures to this Settlement Agreement may be evidenced by facsimile or scanned copies reflecting the Party's signature hereto, and any such copy shall be sufficient to evidence the signature of such Party just as if it were an original signature. Signature

and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. This Settlement Agreement constitutes a fully negotiated agreement among sophisticated parties each having the opportunity to hire legal counsel, and the terms of the Settlement Agreement shall not be construed or interpreted for or against any Party on the basis or the presumption that such Party was the drafter of this Settlement Agreement. The rule of contract construction that provides that ambiguities are resolved against the drafter shall not apply to any provision of this Settlement Agreement. The Parties agree and acknowledge that no tax advice has been given by counsel for either Party, and that the Parties are separately responsible for any and all tax consequences of this Settlement Agreement, if any.

19. All covenants, agreements and releases contained herein shall survive this Settlement Agreement.

20. This Settlement Agreement shall not be modified except if reduced to a writing and executed by all Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby as of the last date entered below, the Parties, by their authorized agent below, have executed the foregoing Settlement Agreement.

(Remainder of page intentionally left blank. Signatures follow on pages 6 & 7)

STATE OF _____
COUNTY OF _____

Town of Fort Myers Beach

Sign: _____

Title: _____

Print: _____

Date: _____

Sworn to (or affirmed) and subscribed before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by the Town of Fort Myers Beach.

☐

is/are personally known to me.

☐

produced a current driver's license as identification.

☐

produced _____ as identification.

{Notary Seal must be affixed}

SIGNATURE OF NOTARY

Name of Notary (Typed, Printed or Stamped)

Commission Number:

[if not legible on seal]

My Commission Expires:

STATE OF Iowa
COUNTY OF Jefferson

Dawn M. Maaliki n/k/a Dawn Marie Patton

Sign: _____

Title: _____

Print: DAWN PATTON

Date: 9/13/2022

Sworn to (or affirmed) and subscribed before me, **by means of** ☒ **physical presence** or ☐ **online notarization**, this 13 day of September, 2022, by Dawn M. Maaliki n/k/a Dawn Marie Patton.

☐

is/are personally known to me.

☒

produced a current driver's license as identification.

☐

produced _____ as identification.

{Notary Seal must be affixed}

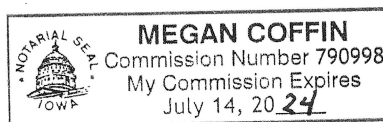
SIGNATURE OF NOTARY

Name of Notary (Typed, Printed or Stamped)

Commission Number: 790998

[if not legible on seal]

My Commission Expires: July 14, 2024



STATE OF FLORIDA - Iowa
COUNTY OF Jefferson

Khadije Maaliki

Sign: Khadije Maaliki

Title: _____

Print: KHADIJE MAALIKI

Date: 09/13/2022

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 13 day of September, 2022, by Khadije Maaliki.

- ☐ is/are personally known to me.
- ☒ produced a current Iowa driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

SIGNATURE OF NOTARY

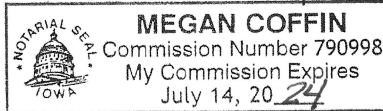
Megan Coffin

Name of Notary (Typed, Printed or Stamped)

Commission Number: 790998

[if not legible on seal]

My Commission Expires: July 14, 2024



STATE OF FLORIDA
COUNTY OF _____

Lena Bond

Sign: _____

Title: _____

Print: _____

Date: _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Lena Bond.

- ☐ is/are personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

SIGNATURE OF NOTARY

Name of Notary (Typed, Printed or Stamped)

Commission Number: _____

[if not legible on seal]

My Commission Expires: _____