

10/11-190

**AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_, by and among Sanibel Beautification, Inc. (hereinafter referred to as "Sanibel Beautification"), Sanibel-Captiva Conservation Foundation (hereinafter referred to as "SCCF") and the City of Sanibel, a municipal corporation (hereinafter referred to as "City").

**Whereas**, Sanibel Beautification's mission has been to promote the on-going beautification of Sanibel Island for the residents and visitors to Sanibel, their children and for the future beauty and livability of Sanibel Island; and

**Whereas**, to assist in funding the mission of Sanibel Beautification, donors have been provided the opportunity to have their message engraved on a paver brick by celebrated island artist, Luke Century; and

**Whereas**, over the past 11 years the engraved pavers of donors have been placed near the flagpole at the intersection of Periwinkle Way and Lindgren Boulevard; and

**Whereas**, there are now 349 such pavers at this location attesting to the broad support of the mission of Sanibel Beautification and the support of residents, visitors and community organizations that support the beautification of Sanibel; and

**Whereas**, maintaining the integrity and viability of this symbolic collection of engraved pavers is of paramount concern to Sanibel Beautification;

Now, therefore, in consideration of covenants set forth below and other good and valuable consideration, acknowledged by each party to be sufficient and to have been

received by each party, Sanibel Beautification, SCCF and the City hereby agree as follows:

1. In the event that the City at any time in the future proposes to alter the configuration of the intersection of Periwinkle Way and Lindgren Boulevard in a manner that would destroy or damage the pavers, or in the event that the City takes or proposes other actions which would damage or destroy the pavers or render their location at the intersection of Periwinkle Way and Lindgren Boulevard unusable for such purposes, the City agrees to make it's best efforts to notify SCCF at least 45 calendar days prior to any such actions on the part of the City.

2. During such 45 day prior notice period, SCCF shall have the opportunity (after obtaining any otherwise – required approvals or permits from the City) to remove the pavers and transport the pavers, at no cost to the City, to a location deemed appropriate by SCCF. Such location may include SCCF property approved for such use or another location owned or controlled by the City which is approved by the City in advance.

3. The intent of the parties is to protect and preserve the pavers and, should it become necessary to remove and relocate the pavers, to place such pavers in a location where they can be arranged and exhibited in a cohesive manner where such pavers are readily accessible to the public for viewing.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed and their official seals, where applicable, affixed hereto on the day and year of first written above.

CITY OF SANIBEL, FLORIDA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
KENNETH B. CUYLER

12/27/11  
DATE

SANIBEL BEAUTIFICATION, INC

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SANIBEL-CAPTIVA CONSERVATION  
FOUNDATION

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_