

SANTA ROSA ISLAND AUTHORITY
COMMITTEE MEETINGS
MAY 8, 2024
5:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF MEDITATION
4. COMMITTEE ITEMS
 - A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, MR. JEREMY JOHNSON, CHAIR, MR. CHARLES D. THORNTON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Request by Gregory Scott Salario- for approval and execution of a Pier Amendment to Lease Agreement for 234 Le Starboard Dr. (Lot 9, Lafitte Cove I). (Staff report by Juan C. Lemos)
 - B. DEVELOPMENT & LEASING COMMITTEE, MR. BUBBA PETERS, CHAIR, MR. JERRY WATSON AND MR. JEREMY JOHNSON, MEMBERS

Item #1- Request by Local Pen, LLC- 1591 Via de Luna Dr.- to amend and restate the commercial lease in accordance with the Commercial Lease Standards and Percentage Fees and the Minimum Annual Lease Fee Establishment Policies. (Staff report by Robbie Schrock)
 - C. ADMINISTRATIVE COMMITTEE, MR. JERRY WATSON, CHAIR, MR. JEREMY JOHNSON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Request for approval to dispose of the 2013 Jeep Grand Cherokee. (Staff report by Vickie Johnson)
5. VISITORS' FORUM
6. ADJOURN

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)

Architectural & Environmental Committee
May 8, 2024
Item A-1

Request by Gregory Scott Salario- for approval and execution of a Pier Amendment to Lease Agreement for 234 Le Starboard Dr. (Lot 9, Lafitte Cove I). (Staff report by Juan C. Lemos)

Background:

Plans to construct a new pier from this leasehold property have been submitted, and part of the SRIA and the Escambia County Land Development Code (LDC) approval process is the execution of an amendment.

The Amendment is effectively a supplement to the Master Lease, whereby the leaseholder agrees to build the pier to current codes and regulations, as well as abiding by all regulations for residential piers on Pensacola Beach. Also, obtaining permits from all local, State, and Federal agencies.

Recommendation:

Staff recommends approval of the request by Gregory Scott Salario- for approval and execution of a Pier Amendment to Lease Agreement for 234 Le Starboard Dr. (Lot 9, Lafitte Cove I) as presented.

PIER AMENDMENT TO LEASE AGREEMENT

THIS PIER AMENDMENT is hereby incorporated into, and made part of that certain lease agreement previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (herein the "Lessor" or the "SRIA") and J. Curtis Williams, A. Thomas Gross, Allen Litvak, and Alex M. K. Gup, whose lease is dated January 1, 1973, recorded in OR Book, 649, Page 296 of the Public Records of Escambia County, Florida, herein the (herein the "Lease Agreement").

WHEREAS, Lessee is the present owner Gregory Scott Salario, A Married Man, the Assignee of the Lease as evidenced by that certain Assignment of Lease dated April 4, 2022, recorded in OR Book, 8758, Page 400 of the Public Records of Escambia County, Florida, herein the ("Assignment of Lease Agreement").

In consideration of the SRIA's agreement to process the undersigned owner's application for a permit, to construct a pier from 234 Le Starboard Dr., Lot 9, Lafitte Cove I, Pensacola Beach, FL, per the final plans for the pier as permitted by the SRIA, the undersigned hereby covenants and agrees to the following:

(1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.

(2) The undersigned owner (herein the "Owner"), covenants and warrants that he is the present owner of the lease agreement and the leasehold estate created by the lease agreement.

(3) The owner agrees that he shall be responsible to the SRIA for insuring that the pier is constructed in accordance with pier construction requirements of the SRIA and in accordance with the drawings and specifications that are approved by the SRIA.

(4) The owner covenants and agrees, for himself and for his successors and assigns, that the pier, once constructed, shall be maintained in accordance with the pier maintenance requirements of the SRIA, which shall include, but not be limited to the following:

- (a) No fuel facilities shall be permitted on the pier.
- (b) The dumping of garbage and the pumping of bilges from or around the pier shall be prohibited. A bold printed sign prohibited such activity shall be maintained on the pier.
- (c) Appropriate walkway steps, with handrails, shall be maintained so as to provide a means by which a person, walking the beach, can cross the pier in an easy and safe manner.
- (d) The pier must be maintained in such manner as necessary to inhibit deterioration.
- (e) The pier must not be operated as a revenue generating slip.

(5) The owner, and his successors and assigns, shall continuously maintain public liability insurance coverage of not less than \$250,000.00 for single family lots naming the SRIA as a certificate holder and designed to absolve and indemnify the owner, successor and assigns and the Santa Rosa Island Authority from all claims for injuries or damages suffered by any person on or about the pier. An executed Pier Amendment to Lease Agreement and the certificate of liability insurance showing the SRIA as a certificate holder shall be provided to the SRIA at the time the owner applies for a pier permit; and the certificate of liability insurance showing the SRIA as a certificate holder shall be provided to the SRIA by the owner, successors or assigns on an annual basis thereafter beginning the date the permit is issued.

(6) In the event that a condominium is constructed on the leasehold estate, the then Condominium Owner's Association shall be considered the assignee of the owner's responsibilities pursuant to this Amendment and shall be considered as the responsible party for insuring compliance with this Amendment and for receiving notice of any non-compliance.

(7) The SRIA shall have the right to make reasonable inspections of the pier and shall have the right to require written proof of compliance with the liability insurance requirements. In the

event that the SRIA, in good faith, determines that the Owner, or his successor or assign is not in compliance with this Amendment, then it shall give the Owner or his successor or assign as the case may be, written notice of the non-compliance and a 60 - day time period in which to remedy the non-compliance. The written notice shall be in the same form as specified in the Lease Agreement for notices. In the event that the non-compliance is not cured within the 60 day time period, then the SRIA, at its option, shall have the right to contract with a third party to either remedy the non-compliance or to remove the pier and to back-charge the Owner, or the Condominium Owners Association in the case of a Condominium, to reimburse the SRIA for its contract costs, with interest at the statutory rate, within 60 days from the date of its bill, shall constitute a default under the Lease Agreement. The SRIA shall then have the right to proceed with the remedies provided for in the Lease Agreement in the event of a default.

- (8) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Owner under this Agreement are transferable and assumable.
- (9) It is expressly agreed that this Amendment shall be recorded in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease Agreement.

Santa Rosa Island Authority

By:

Its:

ATTEST:

Secretary:

Dated this the ____ day of _____, 2023

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____, Chairperson of the Santa Rosa Island authority, on behalf of the Authority. Said person is personally known to me or produced a current Florida driver's license as identification.

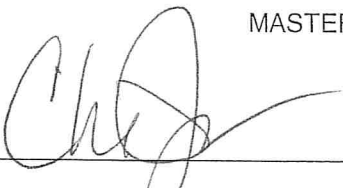
[SEAL]

Notary Public Signature

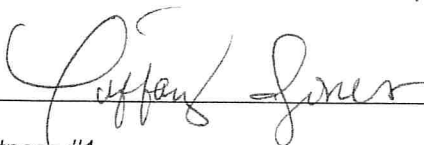
Notary Public Printed Name


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MASTER LESSEE SECTION BELOW

X 
MASTER LESSEE : KCJ Properties, Ltd.
(Chris Jones, President, General Partner)

Dated this day the 16 day of April, 2023.

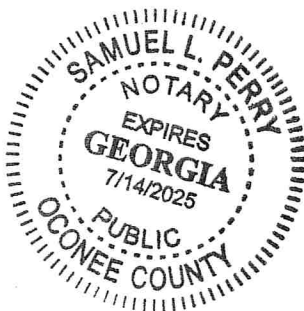
X 
Witness #1

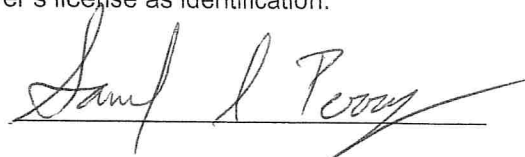
X 
Witness #2

STATE OF Georgia
COUNTY OF Dekalb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or { } online notarization, this 16th day of April, 2023, 4 said person and _____ said person, is personally known to me or produced a current Georgia driver's license as identification.

[Seal/Stamp]




Notary Public Signature

Samuel L Perry
Notary Public Printed Name

Continued next page.

SUB-LESSEE SECTION BELOW

x *Gregory Scott Salario*

SUB-LESSEE: Gregory Scott Salario

WITNESS #1 AS TO SUB- LESSEE:

x *Joseph Scarano*

Signature

x Joseph Scarano

Print Name

WITNESS #2 AS TO SUB- LESSEE:

x *Sandra E. Melchor*

Signature

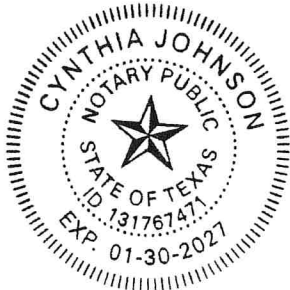
x Sandra E. Melchor

Print Name

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of { } physical presence, this 15 day of January, 2024, Greg Salario said person and _____ said person, is personally known to me or produced a current Texas driver's license as identification.



[Seal/ Stamp]

Cynthia Johnson

Notary Public Signature

Cynthia Johnson

Notary Public Printed Name

Prepared by:
Melody Bolster Forte
Santa Rosa Island Authority

Development & Leasing Committee
May 8, 2024
Item B-1

Request by Local Pen, LLC- 1591 Via de Luna Dr.- to amend and restate the commercial lease in accordance with the Commercial Lease Standards and Percentage Fees and the Minimum Annual Lease Fee Establishment Policies. (Staff report by Robbie Schrock)

Background:

The commercial lease for 1591 Via de Luna Dr., which is zoned GR-PB, was assigned to Local Pen, LLC on March 27, 2024. The leaseholder has requested to amend and restate the lease to allow for a corner store/market.

The current use of the lease is for a realty office and related facilities, including insurance sales and subletting office space. With the allowed permitted uses under the Land Development Code for GR-PB, a miscellaneous convenience goods stores would be an allowable use.

The original term of the lease was for twenty-one (21) years with four (4) consecutive twenty-one (21) year renewals. One renewal term was exercised in 1992 and a second in 2012. The original lease also allowed the leaseholder to sell or assign the lease without prior approval from the SRIA.

Analysis:

In accordance with the Land Development Code, Commercial Lease Standards and Percentages Policy, and the Minimum Annual Lease Fee Establishment Policy, the proposed amended and restated commercial lease is attached for consideration.

The lease will allow for the miscellaneous convenience goods store but will not allow the leaseholder to sell or assign the lease without prior approval from the SRIA.

The term of the amended and restated lease will be from May 22, 2024, until January 31, 2064, with an option to renew for a further term of forty (40) years. Other than the number of years, all terms, provisions, and conditions of the lease will be negotiable upon renewal request.

The new minimum annual lease fee will be \$6,903.88.

Recommendation:

Staff recommends approval of the request by Local Pen, LLC- 1591 Via de Luna Dr.- to amend and restate the commercial lease in accordance with the Commercial Lease Standards and Percentage Fees and the Minimum Annual Lease Fee Establishment Policies, as presented. (Expiring January 31, 2064)

Kara Gauntt

From: Robbie Schrock
Sent: Monday, April 1, 2024 9:00 AM
To: Kara Gauntt
Subject: FW: 1591 Via Deluna Dr.
Attachments: Assignment of Lease - 1591 Via De Luna Drive (executed).pdf

ROBBIE SCHROCK

Director of Administration

850.932.2257

Cell: 850.485.7589

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sria-fla.com

Mission: To preserve our natural resources, manage growth & promote eco-friendly tourism in a clean, safe community environment

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Your Local Construction <yourlocalconstruction@gmail.com>
Sent: Thursday, March 28, 2024 11:19 AM
To: Robbie Schrock <robbie_schrock@sria-fla.com>
Subject: 1591 Via Deluna Dr.

Good afternoon, Robbie!

I'm attaching the Assignment of Lease for 1591 Via Deluna Dr. & requesting for it to be amended & restated for the use of a C-store/Market with the new name being The Local. Please let us know if you need any other information.

Thanks, Dustin & Mandy Vaughn

Prepared by:
Kara Gauntt
Santa Rosa Island Authority
1 Via de Luna Dr.
Pensacola Beach, FL 32561

AMENDED AND RESTATED COMMERCIAL LEASE

THIS AMENDED AND RESTATED COMMERCIAL LEASE between the **SANTA ROSA ISLAND AUTHORITY**, hereafter called the "Authority," and **LOCAL PEN, LLC**, hereafter called the "Lessee," is effective as of May 22, 2024 "Effective Date". This Amended and Restated Commercial Lease supersedes any prior leases covering the leasehold property more thoroughly described as follows:

THAT PORTION OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT FILED IN PLAT BOOK 7, PAGES 49-49A, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGES 49-49A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 52'20" EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 399 (120' R/W) A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 52'20" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 58.47 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5538.82 FEET, A CENTRAL ANGLE OF 00 DEGREES 02'11" AND A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 53'25" EAST, 3.53 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 01 DEGREES 07'40" WEST A DISTANCE OF 138.00 FEET; THENCE PROCEED SOUTH 88 DEGREES 52'20" WEST A DISTANCE OF 62.00 FEET; THENCE PROCEED SOUTH 01 DEGREES 07'40" EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING; LYING IN AND BEING A PORTION OF SAID BLOCK 8, SANTA ROSA VILLAS SUBDIVISION.

(hereinafter the "Demised Premises").

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF LEASE

The term of this Amended and Restated Commercial Lease (hereafter the "Lease") shall begin on the Effective Date and extend until January 31, 2064.

2. USE OF LEASED PROPERTY

The above-described property is leased to Lessee for development as a miscellaneous convenience goods store or any use contemplated under General Retail (GR-PB) zoning that is approved by the Authority Board.

3. LEASE FEES

Lessee covenants and agrees to pay lease fees to the Authority as follows:

- A. Lessee shall pay Authority an annual lease fee ("percentage rental") equal to the following percent of "gross receipts" from all sales and other sources of income. The term "gross receipts" as used herein means the consideration received for all merchandise sold and the charges for all services performed or facilities furnished by the Lessee, any sub-lessee or any other person, firm, or corporation selling merchandise, performing services or furnishing facilities in, upon or from any part of the Demised Premises, whether for cash or for credit, but shall exclude all returned merchandise accepted by the seller, and the amounts received for Florida Sales Tax.
- 1) 2% convenience goods;
 - 2) 2% all beer and wine sales;
 - 3) 5% first \$50,000 of gross income from liquor sales per calendar year;
 - 4) 4% next \$50,000 of gross income from liquor sales per calendar year;
 - 5) 3% all gross income over \$100,000 from liquor sales per calendar year;
 - 6) 5% all fast-food sales;
 - 7) 5% for all sales or services;
 - 8) 5% all miscellaneous sales (includes promotional sale items, beach rental equipment, souvenir shops, SRIA fees)
- B. The percentage rental shall be computed for each calendar month and reported in writing to the Authority, on a form provided by the Authority, within twenty (20) days of the end of the month being reported on. Lessee shall report percentage rental monthly but shall not be liable for payment of percentage rental until the amounts owed for percentage rental exceed the yearly Minimum Annual Lease Fee paid in accordance with paragraphs C and D of this section. Percentage rental over and above the Minimum Annual Lease Fee amount shall be due and paid within twenty (20) days of the end of the month in which the amount owed accrues. If Lessee passes onto its customers the percentage rental it pays to the Authority, amounts collected as a result of the charge to the customer shall be included in "gross receipts" reported to the Authority and shall be used to calculate the percentage rental amount.
- C. Lessee will pay a Minimum Annual Lease Fee on the property in the amount of \$6,903.88 per year.
- D. The Minimum Annual Lease Fee is subject to adjustment on a five (5) year basis to reflect changes in the cost of living, if any, in accordance with the Consumer Price

Index (CPI is hereby defined as all "urban consumers," 1982-1984, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News," United States Department of Labor Monthly report, or any other United States government established cost of living index) such adjustments to be made every five (5) years, but in no case shall the Minimum Annual Lease Fee be less than the fee specified in Section 4. (C) above. It is intended that the annual rental payable hereunder will be increased or decreased in proportion to the changes reflected in such index over the figures reflected on the date of this Lease or on the date of the last prior adjustment. The first annual CPI adjustment will begin with the next adjustment period and go into effect on February 1, 2025.

- E. The Minimum Annual Lease Fee shall be due on or before the first day of the Lease Year, as defined in section 4, and continue to be due every year thereafter throughout the term of the Lease.

4. LEASE YEAR

For the purpose of this Lease, the Lease Year shall be from February 1 to January 31 of each year.

5. TITLE TO IMPROVEMENTS

Title to any building or improvements of a permanent character (the "Improvements") that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

6. DESTRUCTION OF PREMISES

In the event of damage or destruction of any buildings or improvements on the Demised Premises by fire, windstorm, water or any other cause whatsoever, Lessee shall at its own cost, within one (1) years' time, repair or rebuild such building or improvement so as to place the same in as good and tenable condition as it was before the event causing such damage or destruction, provided that if the building or improvement cannot be repaired or replaced within the aforesaid one (1) year time period by Lessee, although Lessee has made a good faith effort to do so, the time period for repair or replacement of the building or improvement may be extended for such time as is reasonably necessary to complete the repair or replacement. Failure to rebuild or replace the building or improvement on the property in accordance with the terms of this Section shall constitute a breach of this Lease. Subject to priority in favor of any mortgagee under a mortgage clause, or the Condominium Act, if applicable, all insurance proceeds for loss or damage to any improvements on the Demised Premises shall upon request be payable to the Authority and Lessee jointly to assure the repair or replacement of such improvements and/or leveling improvements and cleaning of the Demised Premises. The Authority shall have a lien on all such insurance proceeds, regardless of whether it is named in the insurance

policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision and subject to the provisions of the Condominium Act if applicable. If Lessee elects not to repair or replace such Improvements and to abandon this Lease, the Authority may, if it consents to the termination of this Lease, retain as compensation for the cost of restoring the Demised Premises to a tenantable condition and for accepting termination of this Lease, an amount from the insurance proceeds above any amount due to any mortgagee sufficient to level Improvements and clear the Demised Premises.

In the event of damage to or destruction of the Improvements at a time when (i) any federal agency, (ii) Federal National Mortgage Association or (iii) Government National Mortgage Association or their respective successors or assigns (each a "Special Entity") has an interest in the leasehold estate (a "Leasehold Interest") by reason of (a) insuring or guaranteeing a loan thereon, (b) having purchased a loan secured by such leasehold estate, (c) having acquired title pursuant to a mortgage foreclosure or delivery of deed in lieu of foreclosure or (d) otherwise, then, in that event, the leasehold estate shall not be forfeited or terminated by reason of a failure to repair or rebuild said Improvements within a period of sixty (60) days following the expiration of the Repair Period or at any time while a foreclosure action is pending; provided, however, that upon transfer of title of said parcel to another party, the provisions of the above paragraph shall again become applicable and such party shall be required to repair or rebuild as the case may require, within the Repair Period.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Authority. The Authority shall be named as additional insured on all policies. Proof of insurance must be provided to the Authority upon request.

7. INDEMNITY

All property of every kind which may be on the Demised Premises during the term of this Lease shall be there at the sole risk of Lessee, or those claiming under Lessee, and the Authority shall not be liable to Lessee, or any other persons for property in or upon the Demised Premises. Furthermore, the Authority shall not be liable to Lessee or to Lessee's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Demised Premises as wholly suitable for the purpose for which it is leased and agrees to hold the Authority harmless from any claims for any such damage.

Additionally, Lessee hereby agrees to indemnify and save harmless the Authority for and from any and all claims, demands, suits, judgments, costs, liabilities or expenses on account of any loss or injury occurring on the Demised Premises, and if suit is brought against the Authority upon any claim pursuant to this paragraph. Lessee will, upon notice of such suit, assume the defense of the suit at lessee's expense.

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Authority. The Authority shall be

named as additional insured on all policies. Proof of such insurance must be provided to the Authority upon request.

8. APPLICATION OF COVENANTS AND RESTRICTIONS AND COMPLIANCE WITH LAWS

This Lease and the Demised Premises are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294, at Page 303 of the public records of Escambia County, Florida; and the said Covenants and Restrictions are made a part hereof, as if fully set forth herein. Furthermore, this Lease and the Demised Premises shall always be subject to applicable laws, regulations, covenants, restrictions, and building codes adopted from time to time by the Authority and any other governmental agency having authority over the Demised Premises, provided that none of the provisions herein benefitting a Special Entity may be modified, amended or affected without the consent of any Special Entity having a Leasehold Interest.

Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or, subject to Lessee's contractual rights set forth in this Lease, hereafter enacted by any governmental body having jurisdiction over the Demised Premises, including but not limited to those necessary for the protection of the environment or the ecology of Santa Rosa Island, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the Demised Premises. Lessee shall also keep the Demised Premises in a clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

Lessee further covenants and agrees as follows:

- (a) Not to use or occupy the Demised Premises for any purpose or business other than herein specified, nor permit the same, without the prior written consent of the Authority.
- (b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the Demised Premises.

The Authority further covenants and agrees that if the Lessee shall pay the assessments as herein provided and shall keep, observe, and perform all of the other covenants of this Lease to be kept, observed and performed by the Lessee, the Lessee shall peaceably and quietly have, hold and enjoy the said Demised Premises for the term aforesaid.

9. UTILITIES

Lessee shall pay for all its requirements for utilities, including but not limited to gas, steam, water, electricity, and sewer charges. Lessee further agrees to use exclusively, if provided, such public utilities and public services relating to health and sanitation as may from time to time be made available by the Authority, or by others pursuant to agreements, licenses or permits with the Authority. Nothing in this paragraph shall obligate the Authority to provide any service. The reasonableness of rates fixed by the Authority shall always be subject to

judicial review.

10. MAINTENANCE OF REQUIRED LICENSES

Lessee shall obtain all licenses required by all governmental authorities having jurisdiction over the Demised Premises for the type of business operated by Lessee and shall maintain all required licenses during the term of this Lease.

11. REPAIRS AND MAINTENANCE

Lessee shall, at its own cost and expense, repair, replace and maintain the Demised Premises in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Demised Premises.

12. ASSIGNMENT AND TRANSFERS

Lessee may not sell or assign this Lease, or sell, assign or sublease any portion of this lease without the Authority's prior written consent, provided that the Authority shall not unreasonably withhold or delay its consent. Lessee or any sublessee may mortgage this Lease without consent of the Authority. So long as a mortgagee has notified the Authority of its address, notice of any default by the Lessee will be sent to the mortgagee at said address at the same time notice of default is sent to Lessee and this Lease may not be terminated for said default until thirty (30) days after such notice during which period either the mortgagor or mortgagee may remedy the default within the curative times set forth in this lease.

Each and all of the provisions, agreements, covenants and conditions of this Lease shall extend to and shall bind and be obligatory upon, or ensure to the benefit of the successors, sublessees, underlessees and assigns of the parties.

13. TAXES AND ASSESSMENTS

Lessee shall pay and discharge all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the Demised Premises.

14. LESSOR'S ACCESS

The Authority and the Authority's agent shall at all reasonable times have access to the Demised Premises for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

15. SPECIAL REQUIREMENTS

It is recognized that one of the major purposes of this Lease is to provide accommodations and services of high quality and attractiveness. To this end, the Authority may withhold its

approval of any plans for construction of improvements on the Demised Premises if the plans do not adequately provide for landscaping, walls, fences, shrubbery and similar improvements which would enhance the general appearance and attractiveness of the Demised Premises, provided the Authority shall not unreasonably withhold its approval of Lessee's plans. Such requirements may apply to landscaping around such improvements and elsewhere on the Demised Premises. Lessee shall be required to properly maintain all landscaping, walls, fences, shrubbery and similar improvements on the property.

16. PROHIBITED USES

Lessee covenants and agrees not to use or occupy the Demised Premises for any purpose other than herein specified or permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, without the prior written consent of the Authority, which approval shall not be unreasonably withheld.

17. OPERATION AND CONDUCT OF BUSINESS

Lessee covenants and agrees as follows:

(a) To submit to the Authority each month a copy of the Lessee's signed sales tax form sent to the State of Florida, along with a signed copy of the approved sales report form as established by the Authority. In lieu of a monthly sales tax report, or in addition to the monthly sales tax report, the Authority may require other documents to substantiate income received from the Demised Premises. In the event the Lessee has sublessees or tenants, the Lessee also agrees to submit to the Authority each month a copy of the sublessees' signed sales tax form sent to the State of Florida, along with a signed copy of the approved sales report form as established by the Authority. Lessee agrees that Lessee shall be solely responsible for the submission of all reports, payments and required documentation from all transactions of any kind taking place on the Demised Premises. In lieu of a monthly sales tax report, or in addition to the monthly sales tax report, the Authority may require other documents to substantiate income received from the Demised Premises.

(b) To maintain accurate and adequate records and books of account which shall be open to inspection and audit by the Authority or its designee at reasonable times at the Lessee's place of operation on Pensacola Beach or at such places as may be mutually agreed upon.

(c) To furnish to the Authority, not later than the 20th day of each month, the reports discussed in Section 17(a) above sufficiently detailed to reveal accurately and completely total revenue derived by Lessee from every source during the preceding calendar month from all of the Lessee's business operations hereunder, and from time to time to furnish any other information which may be requested by the Authority in connection with this Lease.

(d) To comply with all laws and regulations relating to the operation of any business, and to any property used in connection therewith, on the Demised Premises and to operate said business in a first-class manner consistent with the public purpose to be served by the Santa Rosa Island Authority and in the best interest of the public.

18. ENFORCEMENT OF LEASE, FORFEITURE, DEFAULT, REMEDIES; NONWAIVER, ATTORNEY FEES

The Authority may enforce the performance of this Lease in any manner provided by law. The following actions or failures on the part of the Lessee shall constitute an "Event of Default" under the terms of this Lease:

- (1) If Lessee shall desert or vacate the Demised Premises;
- (2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
- (3) If Lessee fails to properly develop the Demised Premises in the manner and within the time frame specified;
- (4) If default shall be made by Lessee in the performance of or compliance with any of the terms or conditions of this Lease;
- (5) If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating the Lessee's business;
- (6) The Authority may immediately terminate and cancel Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, provided, however, so long as any Special Entity has a Leasehold Interest and has furnished the Authority and address where notice to it may be sent then, in that event, the Authority may not terminate this Lease for violation of this subparagraph without the consent of said Special Entity.

Upon the occurrence of an Event of Default and if Lessee shall not have completely removed or cured the default within thirty (30) days from the date of Authority's written notice to Lessee of default and of Authority's intention to declare the Lease forfeited, this Lease shall come to an end as if the date established by notice of forfeiture were the date originally fixed herein for the expiration of the term of this Lease without any further notice from Authority to Lessee. Additional time to cure any defaults in the Lease may be granted by the Authority for good cause, and such approval will not be unreasonably withheld. Authority or Authority's agent or attorney shall thereafter have the right, without further notice or demand to reenter and remove all persons and Lessee's property from the leased property without being deemed guilty of any trespassing.

In the event any report or payment in full required under this Lease is not submitted on or before the date specified, the Lessee will owe the Authority \$100 in late reporting fees. In the event full payment of all rental fees due is not made to the Authority within fifteen (15) days after the date on which such payment becomes due, there shall be a late charge payment of ten percent (10%) of the amount due.

The failure of Authority in any one or more instances to insist on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver, or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Authority of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Authority of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Authority.

If the Authority retains attorneys to assist it in the collection of any sums due hereunder which are not paid on the date due, to enforce any of the provisions of this Lease or to seek its termination, Lessee shall pay reasonable attorney's fees whether or not suit is necessary, and if proceedings are begun or had to collect any sums falling due hereunder to enforce any provisions hereof or to terminate this Lease. Lessee shall pay all costs, expenses and charges incurred in said proceedings, including costs and attorney's fees incurred on any appeals.

It is expressly agreed and understood that this section is a material part of this Lease and that the Authority entered into this Lease and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this section.

19. OPTION TO RENEW

In the event Lessee performs all of the terms, provisions and conditions Lessee is required to perform for the full term of this Lease, Lessee shall have the full right and privilege at its election to renew this Lease for a further term of forty (40) years, by giving the Authority written notice of such election to renew not later than six months prior to the expiration of the Lease. All terms, provisions, and conditions of any renewed commercial lease, other than the term of years shall be subject to negotiation and change, provided that the renegotiated terms, provisions and conditions shall not impose greater lease fees or conditions on Lessee than are then applicable to other similar commercial enterprises on Santa Rosa Island.

20. END OF TERM

Upon the expiration or sooner termination of this Lease, Lessee shall be allowed a period of fifteen (15) days in which to remove all personal property, and Lessee shall surrender possession of the Demised Premises in as good state and condition as reasonable use and wear will permit.

21. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in construction or interpretation of the Lease or any of its provisions.

22. ENTIRE AGREEMENT

Except as provided below, this instrument constitutes the entire agreement between Authority and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

23. WAIVER

Failure on the part of Authority to complain of any action or nonaction on the part of Lessee, no matter how long it may continue shall, never be deemed to be a waiver by the Authority of any of its rights under this Lease. Further, the Authority and the Lessee covenant and agree that should the Authority at any time waive any provisions of this Lease as to any action by Lessee requiring Authority's consent or approval, the Authority shall not be deemed to have waived or render unnecessary Authority's consent or approval as to any subsequent similar act by Lessee.

24. NOTICE

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other or by any lender and/or Special Entity (or their respective agents) to the Authority and shall be deemed to have been received on the date of actual receipt by the addressee. In the event Lessee fails to provide the Authority with such an address then the notice address for such Lessee shall be the address of the Demised Premises.

25. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing signed by the parties and consented to by any Special Entity having a Leasehold Interest.

26. SEVERABILITY

If any provision of this Lease shall be declared in contravention of law or void as against public policy such condition shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson, Brigitte Brooks

ATTEST:

Secretary, Charles D. Thornton

Dated this the 22 day of May 2024.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this 22 day of May, 2024, by Brigitte Brooks, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

Notary Public Signature

Notary Public Printed Name

LESSEE:

Dustin Vaughn, Local Pen, LLC

Dated this day the ____ day of _____, 2024.

WITNESSESS AS TO LESSEE:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Dustin Vaughn, Local Pen, LLC. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

Notary Public Signature

Notary Public Printed Name

April 5, 2024

**SANTA ROSA ISLAND AUTHORITY
MEMORANDUM**

TO: Kara Gauntt
Robbie Schrock

FROM: Vickie Johnson

Subject: 1591 Via de Luna Dr. New Minimum Annual Lease Fee

Below are my calculations for the new Amended and Restate minimum annual lease for property located at 1591 Via De Luna Drive, Pensacola Beach, FL is noted below.

The Fair Market Rent (FMR) method was used to determine the minimum annual lease fee for a new Amended and Restated Commercial Lease. In using the FMR method, the average annual lease fee paid by three or more commercial businesses in the geographical area of Pensacola Beach, which leases are utilized in a manner comparable new prospective lease. Consideration was taken as to whether the property is in or outside the core business area.

The current annual lease fee for the property located at 1591 Via De Luna Drive is \$1,400.88. The current lease was approved to be used as a real estate office only. The new lease use will be a convenience store. Below are annual lease fees paid by three comparable convenience store leases. The calculations are to compare the minimum annual lease fees and not revenues or percentages.

Three comparable leases:

1. Circle K #8223	\$10,797.23
2. Circle K #8225	\$ 2,772.46
3. Tom Thumb #117	<u>\$ 3,000.00</u>
	\$16,509.69

The average of the three comparable annual lease fees is \$5,503.23 in addition to the current annual lease fee of \$1,400.88, the new annual lease fee should be \$6,903.88.

Prepared by:
Stephen B. Shell
Carver Darden Koretzky Tessier Finn
Blossman & Areaux LLC
151 West Main Street, Suite 200
Pensacola, Florida 32502
File No.: 40860.48902

_____[Space Above This Line For Recording Data]_____

Assignment of Lease

KNOW ALL MEN BY THESE PRESENTS, that 1591 VDELU, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address 1803 Via De Luna Dr, Pensacola Beach, Fl 32561 ("Assignor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to ASSIGNOR by LOCAL PEN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is 800 Largo Dr., Pensacola Beach, FL 32561 ("Assignee"), receipt and sufficiency of which is hereby acknowledged, hereby sets over, conveys, assigns and transfers forever to Assignee that certain leasehold interest of Assignor regarding the following-described property situated, lying and being in Escambia County, Florida to-wit:

THAT PORTION OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT FILED IN PLAT BOOK 7, PAGES 49-49A, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGES 49-49A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 52'20" EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 399 (120' R/W) A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 52'20" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 58.47 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5538.82 FEET, A CENTRAL ANGLE OF 00 DEGREES 02'11" AND A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 53'25" EAST, 3.53 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 01 DEGREES 07'40" WEST A DISTANCE OF 138.00 FEET; THENCE PROCEED SOUTH 88 DEGREES 52'20" WEST A DISTANCE OF 62.00 FEET; THENCE PROCEED SOUTH 01 DEGREES 07'40" EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING; LYING IN AND BEING A PORTION OF SAID BLOCK 8, SANTA ROSA VILLAS SUBDIVISION.

Parcel Identification Number: 282S261200002008

By acceptance of this assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid lease, together with the leasehold interests set forth therein, and agrees to hold Assignor harmless from any liability thereunder. Assignor covenants that Assignor is the owner of the above leasehold interest estate subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any

interest in the oil, gas, or other minerals. Assignor further covenants that the Assignee may at all times peaceably and quietly enter upon, hold, occupy, and enjoy said leasehold estate, and that Assignor shall make such further assurances to perfect the leasehold estate in such property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons whomsoever.

"Assignor" and "Assignee" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Assignor and Assignee whenever the context so requires or admits.

Dated this 27th day of March, 2024.

Signed, sealed and delivered in our presence:

Madeline G. Thomas

WITNESS

Print Name: Madeline G. Thomas

Witness Address:

151 W. Main St., Ste. 200
Pensacola, FL 32502

Stephen B. Shry

WITNESS

Print Name: Stephen B. Shry

Witness Address:

151 W. Main St., Ste. 200
Pensacola, FL 32502

1591 VDELU, LLC, a Florida Limited Liability Company

By: *Daniel L. Sloan*
Daniel L. Sloan, Manager

STATE OF FLORIDA

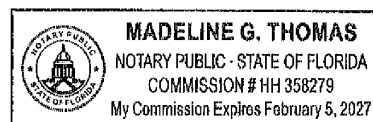
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of (✓) physical presence or () online notarization this 27 day of March, 2024 by Daniel L. Sloan, Manager of 1591 VDELU, LLC, a Florida Limited Liability Company, on behalf of the Limited Liability Company, who () is personally known to me or (✓) presented FL drivers license as identification.

Madeline G. Thomas

Signature of Notary Public

Print, Type/Stamp Name of Notary



K

SANTA ROSA VILLAS
SHOPPING CENTER
LEASE AGREEMENT

THIS LEASE AGREEMENT ENTERED INTO, BY AND BETWEEN SANTA ROSA ISLAND AUTHORITY, herein called Authority, as an agency of Escambia County, Florida and REALTY MARTS INTERNATIONAL, INC., herein called lessee, whether singular or plural,

WITNESSETH:

SECTION I

The Authority does hereby grant, demise and lease to the lessee, in consideration of the rents and covenants herein reserved and contained, for the full period of twenty one (21) years from the date hereof, or until the lease is sooner terminated or extended as herein provided, the following described premises on Santa Rosa Island in Escambia County, Florida, to-wit:

That portion of Block 8, Santa Rosa Villas Subdivision, Escambia County, Florida according to plat filed in Plat Book 7, at Pages 49 and 49a of the records of said county, described as follows:

Commencing at the SW corner of said block; thence North 88°52'20" East, along the South line of said block, a distance of 476.52 feet for the POINT OF BEGINNING; thence continue North 88°52'20" East, along the South line of said block 48.47 feet to a point of curvature; thence continue along said South line, being a curve to the right, having a radius of 5,538.82 feet, a chord bearing North 88°53'25" East, and a chord distance of 3.53 feet; thence North 1°07'40" West, 138.00 feet; thence South 88°52'20" West, 52.0 feet; thence South 1°07'40" East, 138.00 feet to the point of beginning.

SECTION II

The above described property is leased to lessee as business or commercial property for the purpose of constructing and operating a building thereon for use as a realty office and related facilities including sale of insurance, including subletting office space to subtenants.

No merchandise or services may be sold or furnished from said premises in conflict with any exclusive rights heretofore granted by the Authority. The lessee covenants and agrees at his own cost and expense to erect and complete on the leased premises, according to and in conformity with plans to be approved by the Authority and Santa Rosa Villas, and to be located on said property in a manner mutually agreeable to the Authority and the lessee, a building approximately thirty-four (34') feet wide and fifty-four (54') feet deep. Construction of said improvements shall be commenced not later than sixty (60) days after date and completed not later than one hundred eighty (180) days after date unless the terms so fixed are extended for good cause by the Authority.

SECTION III

Lessee covenants and agrees to pay to the Authority as a part of the consideration of this agreement an annual ground rental of \$625.00 payable in advance at the beginning of each lease year, receipt of the first year's minimum rental hereby being acknowledged, and also to pay the amount by which two (2%) percent of the lessee's (or any tenants under lessee) monthly gross sales exceeds said minimum rental, such percentage rental to be paid within twenty (20) days after the end of each month after such percentages exceed the said minimum rental.

The term "gross sales" shall mean the gross amount received or retained by lessee or its agents or representatives as the gross fee, compensation or commission for the handling of rentals, purchases, sales, or assignments of real estate, leases, concessions or other use and occupancy agreements, and of interests therein; and for the sale, issuance or handling of insurance and bonds of all kinds; and for the construction, alteration or repairs of improvements or structures of every kind; and for placing or handling mortgage loans and other financing or loans of every kind; and for any other service properly and generally accepted as pertaining to and being a part of a general real estate and insurance business. All such fees, compensation and the commissions of the lessee, its agents or representatives relating to or arising from real or personal property situated on Santa Rosa Island or liabilities or risks principally related to said Island or activities thereon shall be subject to said percentage rental regardless of where the matter or transaction originated or was secured or handled; and those relating to real and personal property located elsewhere, or liabilities or risks not principally related to said Island shall likewise be subject to said percentage rental if the matter or transaction originated on the island or was secured or handled in any manner, in whole or in part, from the demised premises or anywhere on said Island. The minimum annual ground rental is subject to reflect changes in the cost of living, in accordance

1 the matter or transaction originated or was secured or handled; and those relating to real and personal
2 property located elsewhere, or liabilities or risks not principally related to said Island shall likewise be
3 subject to said percentage rental if the matter or transaction originated on the island or was secured or
4 handled in any manner, in whole or in part, from the demised premises or anywhere on said Island. The
5 minimum annual ground rental is subject to reflect changes in the cost of living, in accordance with the
6 U. S. Department of Labor Consumer Price Index (or an equivalent cost of living index of some other
7 appropriate governmental agency), such adjustments to be made every five years in each calendar year
8 that is divisible by five.
9

10 SECTION IV

11 Title to any building or improvements of a permanent character that shall be erected or placed
12 upon the demised premises by the Lessee shall forthwith vest in Escambia County, Florida, subject
13 however, to the term of years granted to Lessee by the terms of this lease. Lessee acknowledges that it
14 shall have no right to remove such fixed and permanent improvements from the leasehold property.
15

16 SECTION V

17 In the event of damage to or destruction of any buildings or improvements herein required to be
18 constructed on the demised premises by fire, windstorm, water or any other cause whatsoever, Lessee
19 shall at it's own costs, within a reasonable time, repair or rebuild such building or improvement so as
20 to place the same in as good and tenantable condition as it was before the event causing such damage or
21 destruction and, failure to do so shall constitute a breach of this lease.
22

23 SECTION VI

24 It is recognized that one of the major purposes of this lease is to provide accommodations and
25 services of high quality and attractiveness. To this end the Lessor may from time to time prescribe
26 special requirements relating to landscaping, terraces and patios, walls, fences, shrubbery and similar
27 improvements designed and intended to enhance and improve the general appearance and attractiveness
28 of the demised premises.
29

30 SECTION VII

31 Lessee may sell and assign or mortgage this lease, but may not let or underlet the demised
32 premises, or any part thereof, except as specified herein, without the prior written consent of the
33 Authority. So long as a mortgagee keeps on file with the Authority a proper address, notice of any
34 default by the lessee will be sent to mortgagee at said address at the same time notice of default is sent
35 to the lessee, and this lease may not be terminated for such default until sixty (60) days after notice
36 thereof has been received by such mortgagee, during which period either the mortgagor or mortgagee
37 may make good the default.
38

39 SECTION VIII

40 This lease and the demised premises are expressly subject to and bound by the Covenants and
41 Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book
42 294, at Page 303 of the public records of said County; and the said Covenants and Restrictions are made
43 a part hereof; as if fully set forth herein.
44

45 SECTION XI

46 Lessee shall pay for all it's requirements for utilities, including but not limited to gas, steam,
47 water, electricity and sewer charges. Lessee further agrees to use exclusively, if provided by Lessor,
48 such public utilities and public services relating to health and sanitation as may from time to time be made
49 available by Lessor, or by others pursuant to agreements, licenses or permits with Lessor. Nothing in
50 this paragraph shall obligate Lessor to provide any service. The reasonableness of rates fixed by the
51 Authority shall always be subject to judicial review.
52

53 SECTION X

54 Lessee covenants and agrees as follows:
55

56 A. To pay on behalf of the Authority, or to reimburse the Authority for all sums which the
57
58
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61
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63
64

1 Authority shall become legally obligated to pay by valid judgment of a court having jurisdiction as
2 damages arising from or growing out of any act or neglect of the lessee or its contractors, agents or
3 servants in connection with any and all covenants, agreements, operations, undertakings, and doings on
4 the demised premises or under this lease and to reimburse the Authority for all expenses that may be
5 incurred in investigating or resisting any claim that the Authority becomes legally obligated to pay as the
6 result of such a judgment.
7

8 The Authority shall promptly notify lessee of the institution of any suit that the Authority
9 deems to be covered by this provision and shall permit lessee at its option to participate in the defence
10 thereof; and lessee agrees to cooperate in the investigation and defense of any such suits.
11

12 B. Lessee covenants and agrees not to use or occupy the demised premises for any purpose
13 other than herein specified, or permit the same or any part thereof to be used or occupied for any purpose
14 or business other than herein specified, without the prior written consent of the Authority.
15

16 C. Not to knowingly permit or suffer any nuisance or illegal operations or course of conduct
17 of any kind on the demised premises.
18

19 D. To furnish to the Authority, not later than the 20th day of each month, reports sufficiently
20 detailed to reveal accurately and completely total revenue derived by Lessee from every source during
21 the preceding calendar month from all of the Lessee's business operations hereunder; and from time to
22 time furnish any other information which may be requested by the Authority in connection with this
23 agreement.
24

25 E. To maintain accurate and adequate records and books of account which shall be open to
26 inspection and audit by the Authority at reasonable times and at such places as designated by the
27 Authority.
28

29 F. To permit representatives of the Authority to enter the demised premises at reasonable
30 hours to examine the same and to inspect all operations of lessee in order to ascertain whether the terms
31 of this lease are being complied with by the Lessee.
32

33 G. To charge and receive fees, compensation or commissions for all leases, loans, insurance,
34 rentals and other sales, services and accommodations prices comparable to the charges at other Gulf beach
35 resorts in Florida west of the Apalachicola River and elsewhere on the Island. The reasonableness of
36 lessee's charge shall be subject to review by the Authority and lessee shall adjust its charges from time
37 to time as may be required by the Authority, provided any changes ordered by the Authority are
38 consistent with like charges for similar accommodations and services at such other resorts and elsewhere
39 on the Island.
40

41 H. To open and operate said place of business a minimum of eight (8) hours per day, six (6)
42 days per week, May 15th through September 15th and to open a minimum of five days per week at such
43 hours as may be agreed upon for the balance of the year.
44

45 I. To operate and conduct business on the demised premises in a first class manner
46 consistent with the public purpose to be served by Santa Rosa Island Authority and in the best interest
47 of the public.
48

49 J. To pay all costs, expenses and charges including reasonable attorney's fees, incurred in
50 any proceedings begun or had to enforce the provisions of this lease, to collect any sums falling due
51 hereunder, for the termination of this lease.
52

53 K. The Authority may immediately terminate and cancel this lease if the lessee shall become
54 insolvent or bankrupt, or shall make an assignment for the benefit of creditors.
55

56 L. To comply with all laws and regulations relating to the operation of any business covered
57 by agreement and to any property used in connection therewith on the demised premises in a first class
58 manner consistent with the public purpose to be served by the Santa Rosa Island Authority and in the best
59 interest of the public.
60

61 M. To pay all licenses and taxes for the conduct of said business of the sale of any article
62 in connection therewith.
63
64

SECTION XI

1 The Authority further covenants and agrees that if the lessee shall pay the rent as herein provided
2 and shall keep, observe and perform all of the other covenants of this lease to be kept, observed and
3 performed by the Lessee, the lessee shall peacefully and quietly have, hold and enjoy the said premises,
4 for the term aforesaid.

5
6 SECTION XII
7

8 In case any portion of the rental is not paid on or before the time of payment herein fixed, or in
9 case the Lessee shall default in the performance or breach of any of the other covenants, conditions,
10 terms and provisions of this lease and shall continue in such non-payment, default within thirty (30) days
11 notice in writing from the Authority, the Authority, in any such event, may declare this lease terminated
12 and may take possession of the demised premises and all the improvements thereon, and this lease shall
13 be at an end in the same manner and with the same effect as if the original term of the lease had expired.
14 All rentals shall bear interest at the rate of 6% per annum from their due date. In event the Authority
15 gives the above mentioned thirty (30) day written notice of non-payment of rent the lessee shall be
16 required to pay a late penalty of 5% of, and in addition to, the rentals and interest otherwise due, and
17 if the delinquent rentals and interest be paid after the expiration of said thirty (30) days and before the
18 termination of the lease the lessee shall pay a penalty of 10% of the amount due. If suit is filed by the
19 Authority to enforce any of the provisions of this lease, or to terminate it, lessee shall be required to pay
20 a reasonable attorney's fee to the Authority's attorney and all costs of suit as a consideration to the
21 continuance or re-instatement of this lease. In consideration of the substantial investment to be made by
22 lessee in improvements on the demised premises the Authority agrees that lessee shall not be liable for
23 any rent for the unexpired portion of the original term of twenty-one (21) years of this leave in event of
24 any default by lessee or lessee's voluntary surrender of the demised premises to the Authority.
25

26 SECTION XIII
27

28 Upon the expiration or sooner termination of this lease, Lessee shall be allowed a period of fifteen
29 (15) days in which to remove all personal property, including furnishings, and Lessee shall surrender
30 possession of the land and improvements in as good state and condition as reasonable use and wear will
31 permit.
32

33 SECTION XIV
34

35 No failure, or successive failures, on the part of the Authority to enforce any condition,
36 agreement, covenant or provision herein shall operate as a discharge thereof or render the same invalid,
37 or impair the right of the Authority to enforce the same in event of any subsequent breach or breaches.
38 The acceptance of rent by the Authority shall not be deemed a waiver by it of an earlier breach by the
39 lessee, except as to such covenants and conditions as may relate to the rent so accepted.
40

41 SECTION XV
42

43 Each and all of the provisions, agreements, covenants and conditions of this amended lease shall
44 extend to, and shall bind and be obligatory upon, or inure to the benefit of the successors, sublessees,
45 underlessees and assigns of the parties.
46

47 SECTION XVI
48

49 Provided the tenant shall not be in default in fulfilling any of the agreements, terms, covenants
50 and conditions of this lease on its part to be performed, tenant shall have the option to renew this lease
51 for three consecutive twenty-one (21) year terms on the same agreements, terms, conditions and covenants
52 thereof. Any option for renewal shall be exercised by tenant giving the lessor twelve (12) months written
53 notice of intentions to renew prior to the expiration of the term of lease then in effect.
54

55 IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 10th day of
56 December, 1992
57
58

59 SANTA ROSA ISLAND AUTHORITY
60

61 
62 CHAIRMAN
63
64

1 ATTEST:

2
3
4
5 SECRETARY

6
7
8
9
10
11 E. Lee Fadden
12 LESSEE

13
14
15
16
17 LESSEE

18
19 WITNESSES AS TO LESSEE:

20
21 Debra Dale

22 Phyllis Marquette

23
24
25
26 STATE OF FLORIDA
27 COUNTY OF ESCAMBIA

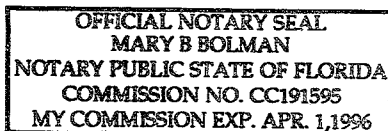
28
29 Before me, the undersigned Notary Public, personally appeared
30 KARL W. BOYLES and GEORGE H. ECKES, known to
31 me and known to be to be the Chairman and Secretary, respectively, of the Santa Rosa Island Authority,
32 for and acknowledged that they executed the foregoing instrument for and in the name of said Authority,
33 as it's Chairman and Secretary, and caused it's seal to be thereto affixed, pursuant to due and legal action
34 of said Authority authorizing them so to do.

35
36 GIVEN under my hand and official seal this the 10th day of
37 DECEMBER, 1992.

38
39
40
41 Mary B. Bolman
42 NOTARY PUBLIC

43 My commission expires: _____

44
45 STATE OF Florida
46 COUNTY OF Escambia

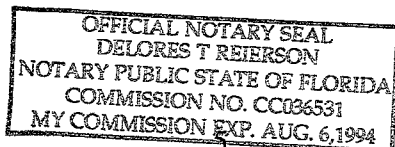


Before me, the undersigned Notary Public, personally appeared
E. Noel Fadden, well known to me and known to me to be
the person described in and who executed the foregoing instrument, and acknowledged to and before me
that he executed said instrument for the purposes expressed therein.

Given under my hand and official seal this the 9th day
of December, 1992.

Delores T. Reiersen
Notary Public

My commission expires: _____



**** Corrective Instrument.** This instrument is being re-
recorded with joinder and consent of original parties to
correct an oversight/clerical error in the legal descriptions
in the First Amendment to Santa Rosa Villas Shopping
Center Lease Agreement recorded 07/16/2012 in Official
Records Book 6883, Page 845, Escambia County, Florida.

This Corrective Instrument Prepared By:

Robert A. Gilmore, Esq.
Attorney at Law
4608 Opa Locka Lane
Destin, FL 32541

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**First Amendment To Santa Rosa Villas
Shopping Center Lease Agreement**

This First Amendment To Santa Rosa Villas Shopping Center Lease Agreement
is entered into between the Santa Rosa Island Authority ("Authority") and Realty Marts
International, Inc. ("Lessee")

WHEREAS the Lessee was granted the option to renew that certain Santa Rosa
Villas Shopping Center Lease Agreement on December 10, 1992 for a period of twenty-
one (21) years, which is the first of four consecutive options to renew ("Lease").

WHEREAS the term of the Lease expires on February 21, 2013 with three
additional options to renew for a period of twenty-one years (21) years each if the
options to renew are timely exercised by the Lessee; and

WHEREAS the Lessee was granted a renewal for a period of twenty-one (21)
years by the Authority on June 13, 2012; and,

WHEREAS the Authority leases to the Lessee the following property under the
Lease located on Santa Rosa Island, Escambia County, Florida, to-wit:

That portion of Block 8, Santa Rosa Villas Subdivision, Escambia County, Florida
according to plat filed in Plat Book 7, at Pages 49 and 49a of the records of said
county, described as follows:

Commencing at the SW corner of said block; thence North 88°52'20" East, along
the South line of said block, a distance of 476.52 feet for the POINT OF
BEGINNING; thence continue North 88°52'20" East, along the South line of said
block 48.47 feet to the point of curvature; thence continue along said South line,
being a curve to the right, having a radius of 5,538.82 feet, a chord bearing North
88°53'25" East, and a chord distance of 3.53 feet; thence North 1°07'25" West,

138.00 feet; thence South 88°52'20" West, 52.0 feet; thence South 1°07'40" East, 138.00 feet to the point of beginning.

("Original Leasehold").

WHEREAS the Lessee submitted the only bid in the amount of twenty five hundred (\$2500.00) dollars ("Bid") to acquire a 10' X 138' public parcel adjacent to the western boundary of the Original Leasehold from the Authority and to incorporate the 10' X 138' public parcel into the Lease described as follows:

SEE ATTACHED LEGAL DESCRIPTION (Exhibit A)

("Acquired Leasehold").

RECORDED AS RECEIVED

WHEREAS the Authority approved the Bid on May 9, 2012, subject to the Lessee reimbursing the Authority for all costs associated with advertising the Acquired Leasehold for bid and with preparing this First Amendment To Santa Rosa Villas Shopping Center Lease Agreement including but not limited to advertising costs, attorney's fees and costs, engineering costs and surveyor costs within thirty (30) days of receipt by the Lessee of written demand for reimbursement from the Authority. The Lessee's failure to timely reimburse the Authority shall be considered a default under the Lease.

NOW THEREFORE, the Authority and the Lessee agree as follows:

1. The Lease is amended to incorporate the Acquired Property into the legal description under the Lease, subject to the Lessee reimbursing the Authority for all costs associated with advertising the Acquired Leasehold for bid and with preparing this First Amendment To Santa Rosa Villas Shopping Center Lease Agreement including but not limited to advertising costs, attorney's fees and costs, engineering costs and surveyor costs within thirty (30) days of receipt by the Lessee of written demand for reimbursement from the Authority. The Lessee's failure to timely reimburse the Authority shall be considered a default under the Lease; and,
2. The legal description for the Lease with the Acquired Property shall be as follows:

SEE ATTACHED LEGAL DESCRIPTION (Exhibit B)

3. This First Amendment To Santa Rosa Villas Shopping Center Lease Agreement shall be promptly recorded by the Lessee, at Lessee's sole expense, in the public records of Escambia County, Florida and the Lessee

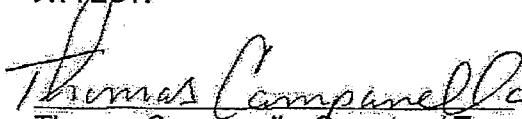
agrees to promptly provide a copy of the recorded First Amendment To Santa Rosa Villas Shopping Center Lease Agreement to the Authority;

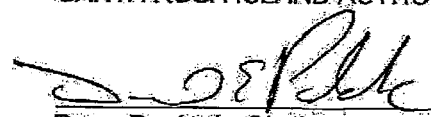
4. The Lease shall be renewed for an additional twenty-one (21) years beginning February 22, 2013 and ending February 21, 2034;
5. The amendment of the Lease set forth in paragraphs 1 through 4 above, shall control and take precedence over all terms of the Lease, and any amendments thereto, inconsistent or in conflict therewith; however, nothing herein shall affect or alter or in any manner change any other provision, covenant or term of the Lease, or amendments thereto.

In Witness whereof, we have hereunto set our hands and seals this 11 day of July, 2012.


ATTEST:


SANTA ROSA ISLAND AUTHORITY


Thomas Campanella, Secretary/ Treasurer


Dave Pavlock, Chairman

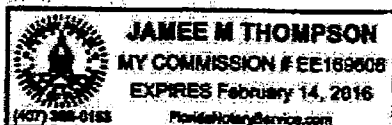
Witnesses As To The Santa Rosa Island Authority

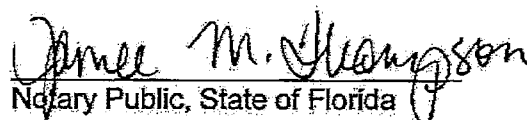

Name: Maddy BOLSTER


Name: Pamela L. San Ale

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day July of 2012, by Dave Pavlock, as Chairman of the Santa Rosa Island Authority, and Thomas Campanella, Secretary/Treasurer of the Santa Rosa Island Authority, on behalf of the Authority. He/She is personally known to me or has produced as identification.




Notary Public, State of Florida

Witnesses As to Realty Marts International, Inc. ("Lessee")

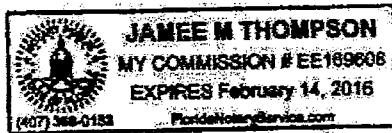
Delaine R. Beane
Print Name: DELAINE R BEANE

E. Lee Funder
By: Rut
Its:

Amanda C. Alfrey
Print Name: Amanda Alfrey

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11 day of July 2012, by Noel Faddis. He/She is personally known to me or has produced _____ as identification.



Jamee M Thompson
Notary Public, State of Florida

This instrument Prepared by:

Michael J. Stebbins, Esq,
Michael J. Stebbins, P.L.
504 N. Baylen Street
Pensacola, FL 32501

**BASKERVILLE-
DONOVAN, INC.**
INNOVATIVE INFRASTRUCTURE SOLUTIONS
449 WEST MAIN STREET
PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000540

BOUNDARY SURVEY

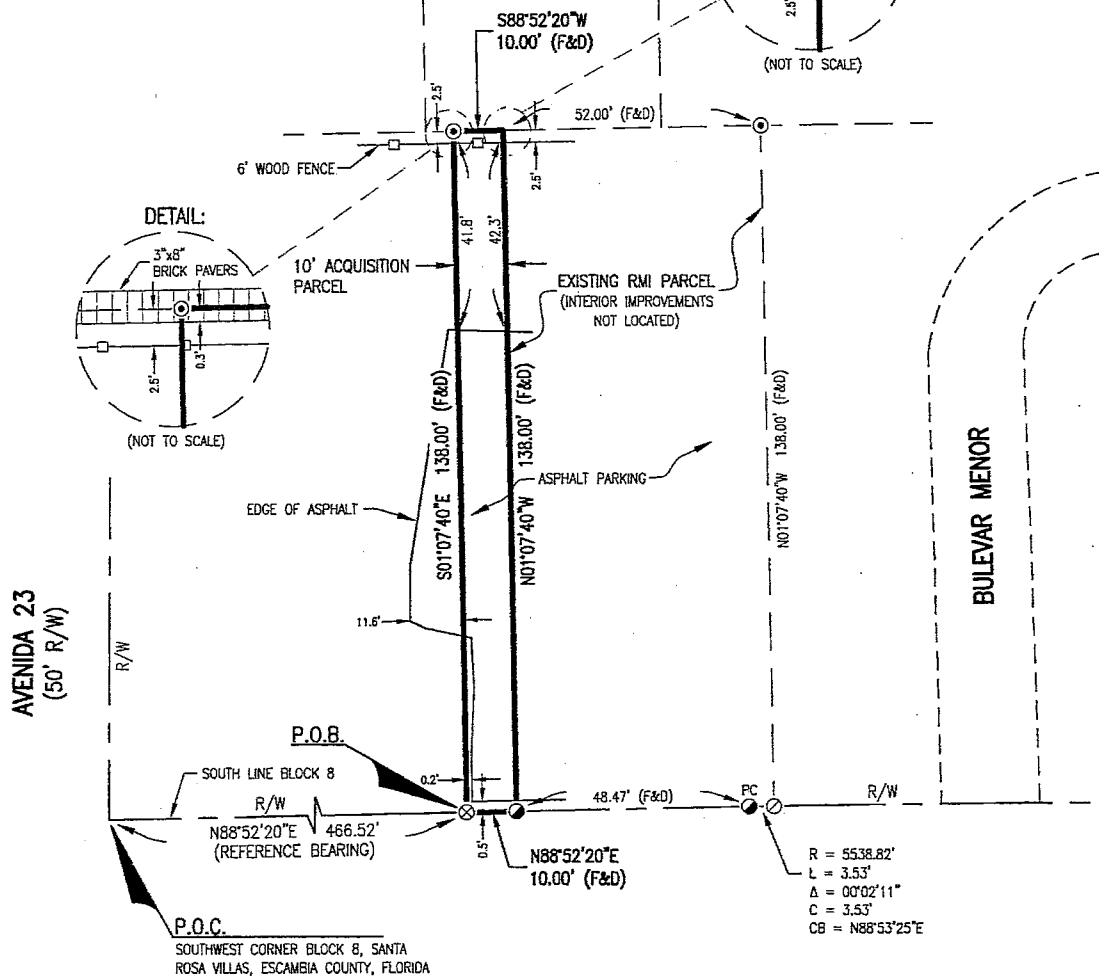
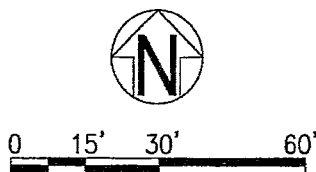
PREPARED FOR &
CERTIFIED TO:

SANTA ROSA ISLAND AUTHORITY

PROJECT: 21201.98
FIELD SURVEY DATE: 5/25/12
SECTION:
TOWNSHIP:
RANGE:
COUNTY: ESCAMBIA

EXHIBIT

A Pg. 1
Acquired Leasehold



LEGEND

- (F) — FIELD
- (D) — DEED
- R — RADIUS
- L — ARC LENGTH
- Δ — CENTRAL ANGLE
- C — CHORD
- CB — CHORD BEARING
- R/W — RIGHT-OF-WAY
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- PC — POINT OF CURVATURE
- ⊙ — SET NAIL/DISK NO. 0340
- ⊗ — SET CAPPED IRON ROD NO. 0340
- ⊗ — EXISTING CAPPED IRON ROD NO. 1035
- — EXISTING CAPPED IRON ROD NO. 4882

STATE ROAD NO. 399 — VIA DE LUNA DRIVE
(120' R/W)

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 55-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.

FOR: BASKERVILLE DONOVAN, INC. CORPORATE NUMBER 0340

Robert S. Mills 6/1/2012
ROBERT S. MILLS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5509

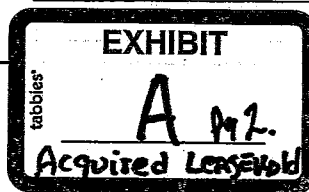
NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

CHECKED BY: RSM
SCALE: 1"=30'
F.B. 12-2 PAGE 61
DRAWN BY: FCC
SHEET:
1 OF 2

**BOUNDARY SURVEY**PREPARED FOR &
CERTIFIED TO:

SANTA ROSA ISLAND AUTHORITY

PROJECT:	21201.98
FIELD SURVEY DATE:	5/25/12
SECTION:	
TOWNSHIP:	
RANGE:	
COUNTY:	ESCAMBIA

**LEGAL DESCRIPTION**

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 49 AND 49A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 88 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 399 (120' R/W), A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 52 MINUTES 20 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 01 DEGREE 07 MINUTES 40 SECONDS WEST A DISTANCE OF 138.00 FEET; THENCE PROCEED SOUTH 88 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 01 DEGREE 07 MINUTES 40 SECONDS EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF THE AFORESAID BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AND CONTAINING 1,380 SQUARE FEET (0.03 ACRES) MORE OR LESS.

GENERAL NOTES

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE PLAT OF SANTA ROSA VILLAS, PLAT BOOK 7, PAGES 49 AND 49A OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. IMPROVEMENTS OTHER THAN SHOWN HEREON WERE NOT FIELD LOCATED.
4. ENCROACHMENTS ARE AS SHOWN HEREON.
5. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.

BASKERVILLE-DONOVAN, INC.
INNOVATIVE INFRASTRUCTURE SOLUTIONS
449 WEST MAIN STREET
PENSACOLA, FL 32502 (850)438-9861
ENGINEERING BUSINESS: EB-0000340

PREPARED FOR &
CERTIFIED TO:

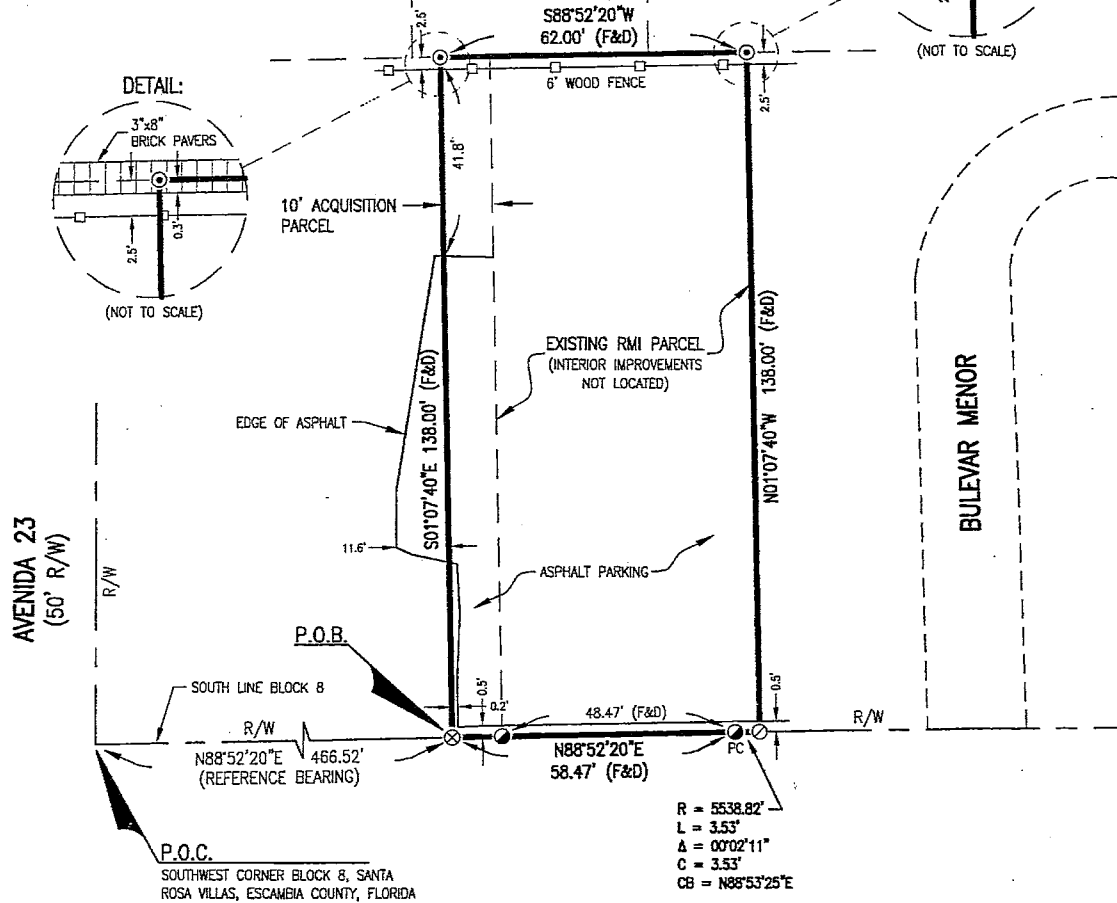
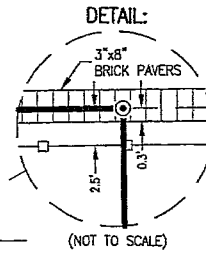
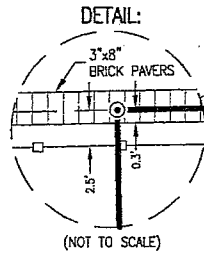
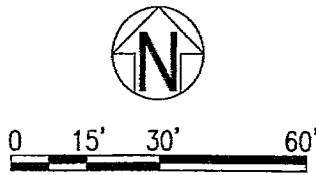
BOUNDARY SURVEY

SANTA ROSA ISLAND AUTHORITY

EXHIBIT

B Pg. 1

PROJECT: 21201.98
FIELD SURVEY DATE: 5/25/12
SECTION:
TOWNSHIP:
RANGE:
COUNTY: ESCAMBA



LEGEND

- (F) — FIELD
- (D) — DEED
- R — RADIUS
- L — ARC LENGTH
- Δ — CENTRAL ANGLE
- C — CHORD
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- R/W — RIGHT-OF-WAY
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- PC — POINT OF CURVATURE
- ⊗ — SET NAIL/DISK NO. 0340
- ⊗ — SET CAPPED IRON ROD NO. 0340
- ⊗ — EXISTING CAPPED IRON ROD NO. 1035
- ⊗ — EXISTING CAPPED IRON ROD NO. 4882

STATE ROAD NO. 399 — VIA DE LUNA DRIVE (120' R/W)

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.
FOR: BASKERVILLE DONOVAN, INC. CORPORATE NUMBER 0340
Robert S. Mills 6/1/2012
ROBERT S. MILLS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5509

CHECKED BY: RSM
SCALE: 1"=30'
F.B. 12-2 PAGE 61
DRAWN BY: FCC
SHEET: 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



INNOVATIVE INFRASTRUCTURE SOLUTIONS
449 WEST MAIN STREET
PENSACOLA, FL 32502 (850)438-9861
ENGINEERING BUSINESS: EB-0000540

BOUNDARY SURVEYPREPARED FOR &
CERTIFIED TO:

SANTA ROSA ISLAND AUTHORITY

PROJECT:	21201.98
FIELD SURVEY DATE:	5/25/12
SECTION:	
TOWNSHIP:	
RANGE:	
COUNTY:	ESCAMBA

EXHIBIT**B** pg2**LEGAL DESCRIPTION**

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGES 49 AND 49A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 88 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 399 (120' R/W) A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 52 MINUTES 20 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 58.47 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5538.82 FEET, A CENTRAL ANGLE OF 00 DEGREES 02 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 53 MINUTES 25 SECONDS EAST, 3.53 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.53 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 01 DEGREE 07 MINUTES 40 SECONDS WEST A DISTANCE OF 138.00 FEET; THENCE PROCEED SOUTH 88 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 62.00 FEET; THENCE PROCEED SOUTH 01 DEGREE 07 MINUTES 40 SECONDS EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF THE AFORESAID BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AND CONTAINING 8,556 SQUARE FEET (0.20 ACRES) MORE OR LESS.

GENERAL NOTES

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE PLAT OF SANTA ROSA VILLAS, PLAT BOOK 7, PAGES 49 AND 49A OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. IMPROVEMENTS OTHER THAN SHOWN HEREON WERE NOT FIELD LOCATED.
4. ENCROACHMENTS ARE AS SHOWN HEREON.
5. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.

PREPARED BY AND RETURN TO:

Robert A. Gilmore, Esq.
Attorney at Law
4608 Opa Locka Lane
Destin, FL 32541

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019056147 6/27/2019 1:29 PM
OFF REC BK: 8119 PG: 1659 Doc Type: JAC
Recording \$86.50

**JOINDER, CONSENT, AND AUTHORIZATION
TO RECORDING OF CORRECTIVE INSTRUMENT**

THIS JOINDER, CONSENT AND AUTHORIZATION is entered by and between the Santa Rosa Island Authority ("Authority") and Realty Marts International, Inc. ("Lessee"), being the original parties to that certain First Amendment to Santa Rosa Villas Shopping Center Lease Agreement.

WHEREAS, the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement was originally recorded at Official Records Book 6883, Page 845 (herein the "Original Instrument");

WHEREAS, due to clerical error and/or oversight at the time of recording the Original Instrument failed to include the referenced Exhibit A and Exhibit B which exhibits set forth the legal descriptions and surveyed graphical depictions of the parcels referenced and defined in the Original Instrument;

WHEREAS, the parties desire to authorize, consent, and join in the re-recording of the Original Instrument to correct the prior error/oversight and to include the required Exhibit A and Exhibit B to the corrective instrument.

NOW THEREFORE, by their signatures below, the parties hereby join in, consent to, and authorize re-recording of the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement to include the survey descriptions attached thereto as Exhibit A and Exhibit B.

IN WITNESS WHEREOF, we have set out hands and seals this 27th day of June, 2019.

ATTEST:

By: _____

SANTA ROSA ISLAND AUTHORITY

By: _____

Its: _____

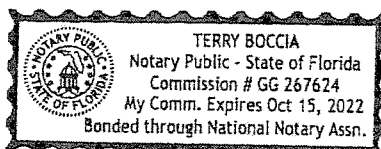
Witnesses as to the Santa Rosa Island Authority

Name: _____

Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing Joinder and Consent was acknowledged before me this 27th day of JUNE of 2019, by Bridgette Brooks, as Secretary/Treasurer of the Santa Rosa Island Authority, and Karen Sindel, as Chairwoman of the Santa Rosa Island Authority, on behalf of the Authority. He/She is personally known to me or has produced _____ as identification.



Terry Boccia
Notary Public, State of Florida

REALTY MARTS INTERNATIONAL, INC.

E. Noel Faddis
E. NOEL FADDIS, President

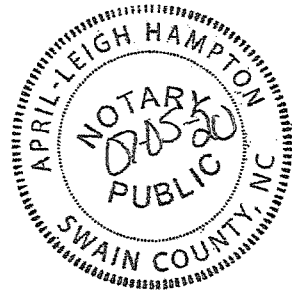
Witnesses to Realty Marts International, Inc.

Ruth Ann Stton
Name: Ruth Ann Stton
Lisa Coday
Name: Lisa Coday

STATE OF FLORIDA
COUNTY OF ESCAMBLA

The foregoing Joinder and Consent was acknowledged before me this 21 day of **JUNE** of 2019, by E. Noel Faddis, as President of Realty Marts International, Inc.. He is personally known to me or has produced FL ID as identification.

April Leigh Hampton
Notary Public, State of Florida - NC



Administrative Committee
May 8, 2024
Item C-1

Request for approval to dispose of the 2013 Jeep Grand Cherokee. (Staff report by Vickie Johnson)

Background:

The Santa Rosa Island Authority acquired the 2013 Jeep Grand Cherokee in 2013. Due to the age of the vehicle and the need for increased maintenance, the jeep has been replaced and is no longer needed.

Following normal process and procedures, any equipment or property deemed to have some value should first be offered to Escambia County agencies. SRIA staff has reached out to Escambia County Public Works to see if they can make use of the property. Public Works has indicated they would utilize the vehicle.

Should the Board approve the disposal of the Jeep, staff will proceed with making the donation and transfer of the Jeep to Escambia County.

Recommendation:

Staff recommends approval of the disposal of the Jeep by means of donation and transfer of title to the County.