SANTA ROSA ISLAND AUTHORITY
COMMITTEE MEETINGS
AUGUST 28, 2019
5:00 P.M.

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, KAREN SINDEL, CHAIR, MS. LIZ CALLAHAN AND MR. BUBBA PETERS, MEMBERS

Item #1 - Request by Eric D. & Caitlin E. Mayes – 1036 Ft. Pickens Rd. – Lot 23, Lafitte Cove II – to encroach 20’ into the 30’ rear yard setback, for the construction of an in ground swimming pool. (Staff report by Paolo Ghio)

Item #2 - Request by James B. and Kelli K. Mann – 800 Via de Luna Dr. – Lot 8, Block 15, Villa Segunda – to encroach 8’ into the 20’ rear yard setback, and 20’ into the 25’ corner side yard setback, for the construction of an in ground swimming pool, and appurtenances. (Staff report by Paolo Ghio)

B. DEVELOPMENT & LEASING COMMITTEE, MS. BRIGETTE BROOKS, CHAIR, DR. THOMAS CAMPANELLA AND MR. BUBBA PETERS, MEMBERS

Item #1 – Approval of the request by IL of Pensacola Beach, LLC – 655 Pensacola Beach Blvd. – to assign the Master Lease to Pier One Marina Gulf Breeze, LLC. (Staff report by Robbie Schrock)

Item #2 – Request by Greg Gordan, Sabine Marina – 715 Pensacola Beach Blvd. – to sublease to Allan Rose, Solo Aviation d/b/a Pensacola Luxury Charters, to operate a cruise/charter fishing business from leasehold property. (Staff report by Robbie Schrock)

Item #3- Request by Don V. and Elaine Mitchell – 1004 Maldonado Drive - to renew their lease for another 99 year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

C. ADMINISTRATIVE COMMITTEE, DR. THOMAS CAMPANELLA, CHAIRMAN, MR. JERRY WATSON AND MS. KAREN SINDEL, MEMBERS

Item #1 – Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

Item #2 – Approval of the Acknowledgement of Repayment for the Limited Recourse Loan Agreement (Report by Mike Stebbins)
Adjourn.

Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.
Request by Eric D. & Caitlin E. Mayes – 1036 Ft Pickens Rd. – Lot 23, LaFitte Cove II – to encroach 20’ into the 30’ rear yard setback, for the construction of an in ground swimming pool. (Staff report by Paolo Ghio)

Background:

Letters of no object from the HOA, and the adjacent neighbors (1034 and 1038 Ft Pickens Rd.) are included in your back up.

Recommendation:

Staff recommends approval of the request by by Eric D. & Caitlin E. Mayes – 1036 Ft Pickens Rd. – Lot 23, LaFitte Cove II – to encroach 20’ into the 30’ rear yard setback, for the construction of an in ground swimming pool, including hardscape, in accordance with all applicable codes and regulations.
Melody Bolster-Forte

From: Eric Mayes <ericmayes1@hotmail.com>
Sent: Wednesday, August 07, 2019 2:59 PM
To: Melody Bolster-Forte
Subject: SRIA Committee Meeting Agenda Request

Melody,

We would like to request that our encroachment application for an inground swimming pool at 1036 Ft. Pickens Rd be placed on the agenda for the SRIA Committee meeting scheduled for August 21st. If there is anything else needed please let us know.

Thanks again for all your help!

Eric Mayes
850-525-5873
This letter serves as approval by The Cove HOA for Eric and Caitlin Mayes to complete the following projects at 1036 Ft. Pickens Rd. Pensacola Beach, FL 32561

- Build the block retaining wall above the sea wall as shown in the design and plans
- Add an additional walkover connector to the boardwalk
- Build a swimming pool with pavers as shown in design and plans

Signed: [Signature]

Charles Rumbley, HOA President
Date: 6-28-19

Eric Mayes
1036 Ft. Pickens Rd
Pensacola Beach, FL 32561

RE: Request for an encroachment into the established setback for the construction of an in-ground swimming pool at 1036 Ft. Pickens Rd, on Pensacola Beach

Dear John Salvaggio:

As the owner/contractor of 1036 Ft. Pickens Rd, I am submitting to the Santa Rosa Island Authority a request to construct an in-ground swimming pool that requires an encroachment of the rear and side setback lines. See attached survey/site plan showing the location of the pool.

As part of the submittal, the Santa Rosa Island Authority requests letters of comment from the adjoining/affected leaseholders stating that they have reviewed the site plan and either do or do not have any comments to the encroachment.

Please review the attached plan, check the appropriate box below and return to the Santa Rosa Island Authority, no later than Wed. July 10th, this item has been placed on the Authority’s committee meeting scheduled for Wednesday, July 24th. It is important for the Authority to receive comment from the neighbors prior to final action. You may also email to melodybolster_Forte@srla-fla.com, or AJ.Powell@srla-fla.com or fax to (850) 932-1866, Attention: Melody B. Forte/ AJ Powell, Santa Rosa Island Authority, Pensacola Beach, Florida.

Thank you for your consideration and if you have any questions please contact me at 850-525-5873

Sincerely,

Eric

(CHECK ONE, SIGN AND RETURN)

X I HAVE NO COMMENT

I HAVE COMMENTS, SEE BELOW

Signature & Address of Adjacent Leaseholder:
Date: 6-28-19

Eric Mayes
1036 Ft. Pickens Rd
Pensacola Beach, FL 32561

RE: Request for an encroachment into the established setback for the construction of an in-ground swimming pool at 1036 Ft. Pickens Rd, on Pensacola Beach

Dear Bob Jones:

As the owner/contractor of 1036 Ft. Pickens Rd., I am submitting to the Santa Rosa Island Authority a request to construct an in-ground swimming pool that requires an encroachment of the rear and side setback lines. See attached survey/site plan showing the location of the pool.

As part of the submittal, the Santa Rosa Island Authority requests letters of comment from the adjoining/affected leaseholders stating that they have reviewed the site plan and either do or do not have any comments to the encroachment.

Please review the attached plan, check the appropriate box below and return to the Santa Rosa Island Authority, no later than Wed. July 10th, this item has been placed on the Authority's committee meeting scheduled for Wednesday, July 14th. It is important for the Authority to receive comment from the neighbors prior to final action. You may also email to melodybolster_Forte@sria-fla.com, or AJ.Powell@sria-fla.com or fax to (850) 932-1866, Attention: Melody B. Forte/AJ Powell, Santa Rosa Island Authority, Pensacola Beach, Florida.

Thank you for your consideration and if you have any questions please contact me at

850-525-5873

Thanks! Eric

Sincerely,

(CHECK ONE, SIGN AND RETURN)

I HAVE NO COMMENT

I HAVE COMMENTS, SEE BELOW

Signature & Address of Adjacent Leaseholder:

I approve Eric's plans with the following requirement:

The project is properly engineered to ensure that there is no impact on stormwater drainage from my property or on to our property.

RB Jones 3/18/19
Request by James B. and Kelli K. Mann – 800 Via de Luna Dr. – Lot 8, Block 15, Villa Segunda – to encroach 8’ into the 20’ rear yard setback, and 20’ into the 25’ corner side yard setback, for the construction of an in ground swimming pool, and appurtenances. (Staff report by Paolo Ghio)

Background:

This is a new construction project, and letters were mailed to the three (3) adjacent neighbors on June 6, 2019, for the pool encroachment request. Second notices were required as no responses were received in time to make the meeting notice deadline. The second notices were mailed on July 13, 2019.

The leaseholder at 802 VDL responded to the second notice with no objection, and is included in your back up.

The leaseholders of 803 Maldonado (Zimmerman) responded to the second notice with an objection to the encroachment (attached). Their concern was the noise. Mr. and Mrs. Mann, contacted the Zimmerman’s immediately, and agreed to have vegetation that would help buffer any issues with noise. A letter of no objection from 803 Maldonado (Zimmerman) is included in your back up.

The leaseholders of 801 Maldonado (Hayes) responded to the second notice with an objection to the encroachment (attached). Their objections were that the new construction was allowed to encompass the entire buildable area, within the setbacks, leaving no room for the pool, in the rear, which is on the side of their future home. Noise, and the possible decrease of their property value was also a concern. Mr. and Mrs. Mann reached out on several occasions to attempt to reach a compromise. The Hayes refused to communicate other than through staff. The Mann’s working through staff submitted an alternate design which moved the pool, and appurtenances away from the rear fence, and primarily in the side yard, at additional expense to them. The Hayes (801 Maldonado) accepted the new design with conditions on landscaping.

Recommendation:

Staff recommends approval of the request by James B. and Kelli K. Mann – 800 Via de Luna Dr. – Lot 8, Block 15, Villa Segunda – to encroach 8’ into the 20’ rear yard setback, and 20’ into the 25’ corner side yard setback, for the construction of an in ground swimming pool, and appurtenances., including hardscape, in accordance with all applicable codes and regulations.
22 July 2019

From:
James and Kelli Mann
1600 Governors Drive, Apt 222
Pensacola, FL 32514

To:
Santa Rosa Island Authority
1 Via de Luna
Pensacola Beach, FL 32561

Dear SRiA

This letter is a request to be placed on the next committee meeting agenda for August 21, 2019 for consideration of an application to encroach outside of established set-back. The request is for construction of a residential swimming pool. The pool is planned at our future residence (under construction) at 800 Via DeLuna Drive, Pensacola, Beach.

Kind Regards,

James and Kelli Mann

[Signature]

Kelli K. Mann
Adjacent Neighbor
802 Via De Luna Dr.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

Certified Mail Fee $3.50
Payment:
Cheque No. 32534

Postal Stationery Item

Paid on 06/06/2019

To
Brandie M. Beauchamp
PO Box 10753
Pensacola, FL 32534

Sent via certified mail. Signed letter with no comment attached.
July 2, 2019

Brandie M Beauchamp
PO Box 10753
Pensacola, FL 32534

RE: Request for an encroachment to the established setback for the construction of an in ground swimming pool at 800 Via De Luna Dr, on Pensacola Beach.

Dear Brandie:

As the owner of 800 Via De Luna Dr, we are submitting to the Santa Rosa Island Authority a request to construct an in ground swimming pool that requires an encroachment of 802 Via De Luna Dr. See attached survey/site plan showing the location of the pool.

As part of the submittal, the Santa Rosa Island Authority requests letters of comment from the adjoining/affected leaseholders stating that they have reviewed the site plan and either do or do not have any comments to the encroachment.

Please review the attached plan, check the appropriate box below and return to the Santa Rosa Island Authority, no later than July 10. This item has been placed on the Authority’s committee meeting scheduled for Wednesday, July 24. It is important for the Authority to receive comment from the neighbors prior to final action. You may also email to melodybolster Forte@sria-fla.com, or Aj.Powell@sria-fla.com or fax to (850)932-1866, Attention: Melody B. Forte/AJ Powell, Santa Rosa Island Authority, Pensacola Beach, Florida.

Thank you for your consideration and if you have any questions please contact us at (765)430-3655 or jandkmann427@gmail.com.

Sincerely,

James and Kelli Mann

(CHECK ONE, SIGN AND RETURN)

I HAVE NO COMMENT

I HAVE COMMENTS, SEE BELOW

Signature & Address of Adjacent Leaseholder: Brandie Beauchamp
Adjacent Neighbor
803 Maldonado Dr

Sent via Certified Mail 6/6/19
Regular Mail 7/3/19
Regular Mail 7/15/19

Copy of Revised Letter.
Hello Mr. and Mrs. Mann, thank you for being so understanding about our potential noise concern. We have no problem with your pool in light of the fact that you plan a buffer zone using vegetation should your future plans include a paved or similar area on the south/east corner.

Best Regards, Karin Zimmerman
July 11, 2019

TO: Melody B. Forte and AJ Powell, Santa Rosa Island Authority, Pensacola Beach, Fl
FROM: Lanny and Karin Zimmerman, 803 Maldonado Drive, Pensacola Beach, Fl

RE: Request for encroachment from 800 Via De Luna Dr

We are herewith denying the request for an encroachment at the 803 property line.

Based on the submitted site plan for the encroachment request, it comes to light that the lot is large enough to accommodate a pool without encroaching on an adjacent property.

The parking allocated for that structure, based on the submitted plan, appears to be for more than a single family structure.

Sincerely,

Karin Zimmerman

Lanny W. Zimmerman

P.S. We just returned from Germany last night, July 10th, which is the reason for the late submittal of our response.
Adjacent Neighbor
801 Maldonado Dr

Sent via certified mail 6/6/19
Regular mail 7/11/19
UPS 7/15/19

Copy of Revised Letter

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at usps.com.

Certified Mail Fee $3.50
Extra Services & Fees (check box, add for each service)
Return Receipt (handcoop) $0.40 ea.
Return Receipt (electronic) $0.40 ea.
Certified Mail Restricted Delivery $6.50 ea.
Adult Signature Required $2.95 ea.
Adult Signature Restricted Delivery $6.50 ea.
Postage $0.55
Total Postage and Fees $6.85

06/06/2019 Oklahoma City, OK 73103
06/06/2019 PENSACOLA, FL

Send To
Jonathan T & Erica J Hayes
414 NW 20th St
Oklahoma City, OK 73103

Prepaid
delivery

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

HELP US SERVE YOU BETTER
TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

PS Form 3811. July 2015 PSN 7530-02-000-9093 Domestic Return Receipt
1/ 1


Tracking Details

12B99B1TP610116842

Updated: 07/22/2019 1:43 A.M. EST

Delivered

Delivered On

Wednesday

07/17/2019

Delivery Time

at 1:27 P.M.

Send Updates

Delivered To

OKLAHOMA CITY, OK, US

Left At: Porch

Received By: DRIVER RELEASE

Proof of Delivery

We care about the security of your package. Log In (location) to get more details about your delivery.

Shipment Progress

Shipment Details

Service

UPS 2nd Day Air® (https://www.ups.com/content/us/en/shipping/time/service/second_day.html)

Weight

0.50 LBS

Show More. +

Track

July 13, 2019
Jonathan T & Erica J Hayes
414 NW 20th St
Oklahoma City, OK 73103

RE: REVISED Request for an encroachment to the established setback for the construction of an in-ground swimming pool at 800 Via De Luna Dr, on Pensacola Beach.

Dear Jonathan and Erica:

In our recent correspondence to you we incorrectly described the proposed encroachment related to construction of an in-ground swimming pool at 800 Via De Luna Drive. Please accept our sincere apologies. The encroachment is into our own property. We have re-attached the site-plan for our home under construction, including additional details to help clarify the pool location. The encroachment request is required by SRIA for a pool to be located on the property outside of the building set-back lines (shown in orange on the site plan) but still within our property lines (shown in blue on the site plan). We misstated the details of the encroachment in our previous letter and we inadvertently caused some confusion. The pool we are proposing to build is well within our own property; however, SRIA requires us to make a formal request to the committee to obtain approval to build the pool. The location we proposed for the pool is on the southwest corner of our property and bordering alongside Avenida 16. This location is well within the property lines and a minimum of 5 feet from the property lines as required by SRIA.

SRIA recently began a new process for reviewing pools and it is a requirement that we request an encroachment on our own property. The house itself takes up the area defined by the building set-back lines, thus the need for the encroachment to use the space into the building set-back lines but still within our property lines. In this case we need to make the request regardless of the pool location. Thank you for reviewing our request. This is our family residence.

The form letter below was a template provided by SRIA and we were asked to forward it to the lease holders that adjoin or border our property. Again, in our original letter to you we misstated the encroachment. This new letter shows the correction highlighted in bold text.

You are welcome to call us anytime at 765-430-3655. Thank you for considering our request, and do not hesitate to contact us if you have any concerns.

Sincerely,

James and Kelli Mann,

1600 Governors Drive, Apt 222
Pensacola, FL 32514
--- Forwarded message ---

From: Jonathan Hayes j_t_hayes@hotmail.com
Date: August 13, 2019 22:05:39
Subject: Re: 800 Via Deluna Request for encroachment
To: Paolo Ghio paolo_ghio@sria-fla.com, jbmannm4@gmail.com
CC: Erica ej.hayes@hotmail.com

Paolo-

We received Mr. and Mrs. Mann’s revised pool design proposal. We are willing to compromise on the new 12.5' distance from the common property line on the condition that a landscaping plan addressing the visual impact and noise created by the pool and fire pit being outside the allowable building footprint be provided to us in advance for approval.

The prospect of having a neighboring pool encroaching 20 feet beyond the allowable building footprint in such a prominent, public location, is less than ideal or desirable.

As we have discussed, like the Mann’s, we too look forward to building a home for our family to enjoy in the near future. Our concerns are not personal, rather, they are a result of the future orientation of our house in relationship to the Mann’s proposed pool. We purchased this lot specifically for its corner location and the ability to maximize water views and outdoor living along Avenida 16 and Maldonado, which without significant landscaping, will now be overlooking a pool which extends 20 feet past our proposed front porch.

Finally, we understand Pensacola Beach is a community. And like all communities, compromise by its inhabitants is required for it to be a success. But we also feel the current process places an unfair burden on the respondent such as ourselves.

Current SRIA guidelines state;

13.17.00. Variances.
"Variances are requests for departures from the terms of this article pertaining to height, width, depth and area of structures and size of yards and open spaces, where such departure will not be contrary to the public interest, and where conditions are peculiar to the property because of its size, shape or topography, and not as a result of the actions of the applicant."

As stated previously, the current request for an encroachment variance appears a result of the actions of the applicant. In the future, we believe the SRIA should require applicants to engage with respondents such as ourselves regarding a potential encroachment variance request early during the initial home planning process. This would allow the respondent the opportunity to negotiate and agree to a design concept with the applicant before home construction is well underway. In the current format, the respondent’s negotiating
power is limited as they are required to formulate a response in compressed time frame as compared to the applicant. Additionally, the respondent’s ability to object or request substantial changes to a encroachment request without appearing uncompromising is also limited.

We believe adopting this process or one similar would alleviate potential conflicts between neighbors such as the one we are now experiencing. We want nothing more than for the Mann’s to enjoy their beach house, just as we hope to do the same when given the opportunity to build our home on Pensacola Beach.

Thanks again.

Jonathan and Erica Hayes

Sent from my iPhone

On Aug 9, 2019, at 12:41 AM, James Mann <jbmann4@gmail.com> wrote:

Dear Mr. and Mrs. Hayes,
Please find the attached revised layout showing a new set-back encroachment for the pool at our residence (800 Via De Luna). The distance from the pool to your property line is increased from 5 feet to 12 feet (~150% increase). In addition, the south end of the pool (adjacent to the south property line and bordering your property) is drastically reduced. This requires floorplan design changes, framing changes, and the new location on the western side of our property conflicts with the original design flow of our home; however, we are forwarding the proposed adjustments to you as a compromise.

Again, the pool location meets or exceeds the SRIA requirements that no pool is closer than 5 feet to any side or rear property line.

The application is scheduled to go to committee at SRIA on August 28, and your response is needed at SRIA by Monday August 12.

Since you have not been receptive of our efforts to have any direct dialogue together with you, we are writing to you again in effort to find resolution. Your correspondence to date was directed to SRIA, and we anticipate the same.

Thank you, sincerely, James and Kelli Mann

On Thu, Aug 8, 2019 at 1:15 AM Jonathan Hayes <j_t_hayes@hotmail.com> wrote:

Ms. Forte, Mr. Powell-

Mr. Mann responded to our concerns regarding the encroachment from his proposed pool design hoping to reach a compromise with the installation of landscape screening along the proposed fence line.

Although we appreciate the response, we do not find that a suitable response nor a compromise for a number of reasons:
1. Landscape screening does nothing to address the location or proximity of the proposed pool.

2. As designed and proposed, the entire pool is outside the allowed building envelope. The construction of the house and the pool are ‘new construction’. The request is not a result from a purchase of an existing home which could not accommodate a pool within the allowable building footprint.

3. The allowable building envelope is known to the owner upon purchase as well during the design planning. To state “the house and pool design do not enable us to increase the distance from your property line” is not true. The decision to use the entire building envelope (except for a small portion in the southeast corner of the property) appears to be a conscious one. Home AND pool construction should have both been considered during initial planning if a pool was a critical piece of the design concept.

4. Although the value of 800 Via Deluna is more valuable due to construction of the pool, it does NOT imply our value increases as well. 800 Via Deluna's value should increase with the addition of a pool if approved as proposed, as it is using over 100% of the allowable footprint, thus benefiting from the development greater than allowed by similar properties.

We again thank you for your time and consideration.

Jonathan And Erica Hayes

Sent from my iPhone

Begin forwarded message:

From: James Mann <jbdmanmn4@gmail.com>
Date: July 31, 2019 at 6:22:01 PM CDT
To: Jonathan Hayes <j.t.hayes@hotmail.com>
Cc: ej.hayes@hotmail.com, Melody Bolster-Forte <melodybolster_forte@sria-fla.com>, jandkmann427@gmail.com
Subject: Fwd: 800 Via Deluna Request for encroachment

Dear Jonathan and Erica,

Thank you for your correspondence to SRIA regarding the application for a pool at our residence. We appreciate your concerns. Our home utilizes the entire space of the building setback, which then requires us to encroach on the setback lines as outlined in the site plan. This is our family home and we are also trying to build for our enjoyment.

We respect your concerns but we don’t agree that it would affect your value or enjoyment of your property, especially given that the appraised value of our home was significantly increased by the addition of the pool.

We would welcome the opportunity to work with you for a possible compromise. The house and pool design do not enable us to increase the distance from your property line.
property line beyond the minimum of 5 ft required by SRIA. One possible option is for us to add a line of vegetation along with the fence to help create a buffer at the property line.

We would like the opportunity to discuss this with you. There is urgency on timing because of our construction financing requirements. Please consider our situation and we would like to have a discussion via phone at your earliest opportunity.

Thank you for your consideration and please let us know the best time and way that we might contact you.

Sincerely,

James and Kelli Mann
765-430-3655

Sent from my iPhone

Begin forwarded message:

From: James Mann <jbmannm4@gmail.com>
Date: July 31, 2019 at 6:49:54 PM EDT
To: jandkmann427@gmail.com
Subject: Fwd: 800 Via Deluna Request for encroachment

Sent from my iPhone

Begin forwarded message:

From: James Mann <jbmannm4@gmail.com>
Date: July 31, 2019 at 6:24:09 PM EDT
To: John Born <johnb orn.mando@gmail.com>
Subject: Fwd: 800 Via Deluna Request for encroachment

John hi - help!

Sent from my iPhone

Begin forwarded message:

From: Melody Bolster-Forte <melodybolster_forte@sria-fla.com>
Date: July 31, 2019 at 5:23:10 PM EDT
To: James Mann <jbmannm4@gmail.com>
Subject: FW: 800 Via Deluna Request for encroachment

Good afternoon:

We received this today. Please reach out to Mr. Hayes and see if a compromise can be reached.

Thank you,

Melody Bolster Forte
Assistant Manager
Development Services
Phone: 850-932-2257
Fax: 850-932-1866

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From: Jonathan Hayes
[mailto:j_t_hayes@hotmail.com]
Sent: Wednesday, July 31, 2019 3:55 PM
To: Melody Bolster-Forte
<melodybolster_forte@sria-fla.com>
Cc: Erica <ej.hayes@hotmail.com>
Subject: Fwd: 800 Via Deluna Request for encroachment

Ms. Forte-

Believe I sent the original message to a wrong email address. Please confirm receipt. Thank you.
Begin forwarded message:

From: j_t_hayes@hotmail.com
Date: July 30, 2019 at 10:07:56 PM PDT
To: melodybolster@sria-fla.com, aj_powell@sria-fla.com
Cc: Erica <ej.hayes@hotmail.com>
Subject: 800 Via Deluna Request for encroachment

Ms. Forte and Mr. Powell-

We are the owners of 801 Maldonado and are providing feedback to the Island Authority regarding the owners of 800 Via Deluna request for an encroachment variance to construct an in ground pool.

Based on the proposal provided, we do not support the design as submitted. The current design places the proposed pool within 5 feet of our property line, which is 15' beyond the current setback requirements. In
addition to the 15’
encroachment
towards our
property, the current
design proposal also
encroaches 20’ on
the required setback
towards Avenida
16.

Our property was
purchased with the
intent of building a
vacation home for
our family and we
feel the
encroachment of
both property
setback requirements
will materially
impact the use,
enjoyment, and value
of our property due
to its prominent
location and
proximity to our
property.

While we do not
support the current
proposal, we would
support an
encroachment
variance for a pool
which was in a less
prominent location
and further from our
common property
line.

We thank you for
your consideration of
our concerns and are
happy to discuss
with you further if
desired.

Jonathan and Erica
Hayes

Sent from my iPhone
Dear Mr. and Mrs. Hayes

Regarding our request for encroachment to build a swimming pool at our residence (800 Via De Luna) an abbreviated version of what has transpired is delineated as follows:

1. We contacted you multiple ways per SRIA instruction. We sent letters via certified mail, regular postal mail, and UPS 2-day letter to inform you of the request for encroachment for construction of our pool.

2. Your initial response — more than 50 days after our initial correspondence to you — was directed to SRIA and essentially objected to the pool proximity and location. You provided no correspondence to us, nor did you make any effort to contact us. You gave us no indication of any proposed direction.

3. We contacted our contractors, and, based on their feedback, the proposed location of the pool was not able to change due to constraints to hold the minimum 5 feet from the property line. We emailed you suggesting a possible solution could be a line of vegetation at the fence and asked you to enable direct correspondence with us in effort to discuss a possible path forward. We asked you how we could contact you for discussion. You did not provide us any way to contact you for discussion. You did not contact us, and we still had no information from you as to a possible solution.

4. Another 8 days passed before you emailed to SRIA and rejected the idea of a line of vegetation along the fence. You indicated that this did not address proximity or location of the pool.

5. We worked with our design/build contractor and the pool contractor to identify an alternative pool location. The new location increased the distance from the property line adjoining your property and moved more of the pool away from your property line. This location caused design issues with our home, but we proposed it as a compromise. We again wrote directly to you via e-mail.

6. You emailed directly to SRIA indicating that you would accept the new pool location; however, you indicated a condition that a landscaping plan be provided to you for your advance approval.

This entire effort has now devolved and descended to a condition that is beyond comprehension. You first state that landscaping is not a solution because it does not address pool location or proximity—but you provided no indication of a possible path forward. Then, we made additional pool design changes—without knowing any direction from you—for a plan with reasonable compromise. Your correspondence to SRIA is that you will accept the compromise, on condition that landscaping is required—and it must meet your advance approval. All of this is based on hypothetical situations that may never occur, and that hypothetically you will someday build a home on your property. Even the specific plans for your future home may change after you pursue design and the required engineering for SRIA building approval.
In your most recent correspondence to SRIA that you wrote that you wanted to maximize water views, and now you would be overlooking a swimming pool. Actually, you may be quite surprised to know that you will be looking well beyond the pool. In fact, you may not even realize there is a pool on our property. Indeed, if you are looking N/NW toward the sound from your property you will be looking over the palm trees that border the corner of Avenida 16 and Via De Luna. If you are looking over the palm trees then our pool is not even in the sight line. Ironically, the original proposed location for our pool that was aligned with the back of our house and would significantly reduce the possible sight line compared to the the new location you are stating you accept. The original location of the pool was closer to the fence, and the fence itself along with the opposite side of the pool along our home would provide a more direct sound barrier in the direction of your future home. This could all be proven with science, but we doubt you have any concern about anything based on science. That would be rational. This entire situation could have been diffused via direct conversation – a conversation that we implored you have with us - but you refused.

We do not have a landscaping plan, and this is only anticipated to emerge in the later stages of the project. But, the idea that you will somehow impose a condition of approval of the landscaping plan for our property goes beyond anything close to passing a reasonability test. Maybe next we will be asked to change the color of the pool itself – yes pools have a wide range of colors. Furthermore, given the correspondence to date, we seriously doubt you would approve any landscaping plan that emerges.

When we purchased our lot at 800 Via De Luna a different process was in place for pool location on the property, and the pool contractors handled the details to ensure the pool location met requirements. In fact, we met with pool contractors very early in the design of our home in summer 2018. It was not until the early part of 2019 – after we had already begun construction on our home – that we learned of a new process for the application of encroachment at SRIA. The new SRIA process is not a request for variance. It is a request for encroachment into our property set-back lines. We followed the procedures as outlined by SRIA for a request for encroachment to build a swimming pool. We kept the distance of the pool to the property line at the minimum of 5 feet as required by SRIA. Ultimately, we proposed a compromised solution to address your concern about proximity and location that minimizes the proximity to the shared property line and reduces the length of the pool adjacent to the shared property line. We wrote you multiple times to try to open some dialogue with you directly, but you did not accept our overtures.

Currently, we are working to determine the cost impact of the new pool location. Since the construction of our home is already underway, there is little flexibility in schedule-of-value line items to accommodate cost increases as a result of the new location which we proposed to address your concerns about pool location and proximity. Now you have requested to SRIA an entirely new set of concerns which have ambiguous and undefinable limits.

This is all too unfortunate. We have never met you. We have never had a discussion with you. We may have more in common than we will ever know. We may have become friends. Unfortunately, we will never know. Maybe all of this could have been avoided by an opportunity for a rational discussion between people.

Sincerely,

James and Kelli Mann
Approval of the request by IL of Pensacola Beach, LLC – 655 Pensacola Beach Blvd. – to assign the Master Lease to Pier One Marina Gulf Breeze, LLC. (Staff report by Robbie Schrock)

Background:

The Master Lease for IL of Pensacola Beach, LLC, (the current Innerlight Building) requires approval prior to transfer of assignment. There are no requested changes to the current Lease.

Recommendation:

Staff recommends approval of the request by IL of Pensacola Beach, LLC – 655 Pensacola Beach Blvd. – to assign the Master Lease to Pier One Marina Gulf Breeze, LLC, paying all applicable percentages and fees.
Paolo:

FYI. I got a call from Charlie Hoffman. He is working on an assignment of the Pensacola Beach Marina and according to Charlie, the lease requires SRIA approval of the assignment. The parties are not looking to make any changes to the lease.

I told him that I think it needs to go to the August 28, 2019 SRIA Committee Meetings & 9/11/19 SRIA Board Meeting for final approval because the parties have not yet entered into a purchase & sales agreement. Getting it to the July 24, 2019 SRIA Committee Meetings seems ambitious. Charlie is fine with the above timeline.

Mike

Law Office of Michael J. Stebbins, P.L.
504 North Baylen Street, Pensacola, FL 32501
850-434-9922
July 19, 2019

Santa Rosa Island Authority
1 Via Deluna
Pensacola Beach, Florida 32561
Attn: Jamee Thompson

Re: IL of Pensacola Beach, LLC
Sale to Pier One Marina Gulf Breeze LLC

Dear Ms. Thompson:

IL of Pensacola Beach, LLC has entered into a contract to assign its interest in the leasehold real property, a submerged land lease and a license agreement to Pier One Marina Gulf Breeze LLC.

Under the terms of the contract, IL of Pensacola Beach, LLC requests approval from the Santa Rosa Island Authority for the assignment of its interest in the leasehold real property, a submerged land lease and a license agreement to Pier One Marina Gulf Breeze LLC. I realize that the assignment of submerged land lease may not be required and approval for said assignment shall come from the Public Land Administration, Submerged Lands of the Florida Department of Environmental Protection.

Attached hereto are copies of the Assignment of Leasehold Interest recorded in O.R. Book 6814 at page 834, the Commercial Lease Agreement recorded in O.R. Book 4087 at page 1041, the Ratification of Lease Agreement recorded in O.R. Book 4087 at page 1050, the Amendment To Commercial Lease Agreement recorded in O.R. Book 5057 at page 1370, the Sovereignty Submerged Lands Lease Modification recorded in O.R. Book 7127 at page 107, all of the public records of Escambia County, Florida, and the License Agreement dated January 1, 2019.

In addition to the existing authorized uses, the leasehold real property will be used by Purchaser for event space and for office space.

Please place this request on the committee agenda. Please advise if any additional information is required.

Thank you for your consideration of this request.

Jerome B. Schluter, Member
IL of Pensacola Beach, LLC

Purchaser’s Attorney
Charles L. Hoffman, Jr.
Shell, Fleming, Davis & Menge
Seville Tower, Ninth Floor
226 Palafox Place
Pensacola, Florida 32502
COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "lease", is made this the 1st day of February, 1995, between the SANTA ROSA ISLAND AUTHORITY, hereinafter called the "Lessor" or "Authority", and , hereinafter called the "Lessee".

SECTION I
STATEMENT OF PURPOSE

NOW, THEREFORE, the lease as pertains to the property described below provides that all prior leases, amendments or modifications are hereby declared null and void, and this agreement will supersede all prior leases, modifications or amendments.

SECTION II
PREMISES LEASED

Lessor leases to Lessee the following property located on Santa Rosa Island, Escambia County, Florida, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

SECTION III
TERM OF LEASE

To have and to hold the said premises unto the lessee for and during the full term and period of ninety-nine (99) years from April 1, 1985 or until sooner terminated as herein provided, or extended as herein provided.

SECTION IV
USE OF LEASED PREMISES

The above described property is leased to Lessee as business or commercial property for the purpose of constructing and operating a full service restaurant, catering service, retail store, and marina.

SECTION V
LEASE FEES

Lessee covenants and agrees to pay lease fees to the Lessor in accordance with the following schedule:

A. In consideration of the rents and covenants herein reserved and contained, the Authority hereby leases the above referenced property to the Lessee.

B. Lessee covenants and agrees to pay to the Authority an annual minimum rental of $20,000 payable monthly for three years beginning 1995.

C. Lessee covenants and agrees to pay to the Authority an annual minimum rental of $25,000 payable monthly for two years beginning 1998.

D. Lessee covenants, and agrees to pay to the Authority, an annual minimum rental of $36,213.00 payable monthly beginning the year 2000.

In addition to the lease payment set forth above, the lessee will pay to lessor each month a percentage of annual gross sales as set forth below which exceeds the minimum annual rent:

- 2% for all gross sales from food sales;
- 2% for all beer and wine sales;
- 5% for all liquor sales;
- 1% for all marine fuels sales, and
- 5% for all other sales
Such additional rentals to be paid not later than the 20th day of the month following the calendar month in which the excess first occurs and monthly thereafter. The term "gross sales" shall mean the sales price of all merchandise of every kind sold, and the charges or rentals for all services performed or facilities furnished by the Lessee or any other person or corporation selling merchandise or 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 seller, all allowances made by the seller to the customer, and the amounts received for Florida Sales Tax.

The aforementioned minimum rental is subject to adjustment to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index (CPI all "urban consumers", 1967, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News", United States Department of Labor Monthly report, such adjustment to be made every five (5) years), beginning in the year 2000, but in no case shall the minimum annual rental be less than the minimum fees stated in section V (b), (c), and (d) above.

SECTION VI
LEASE YEAR

For the purpose of this lease, the lease year shall be from January 1 to December 31 of each year.

SECTION VII
TITLE TO IMPROVEMENTS

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

SECTION VIII
DESTRUCTION OF PREMISES

In the event of damage to or destruction of any buildings or improvements herein required to be constructed on the demised premises by fire, windstorm, water or any other cause whatsoever, Lessee shall at its own costs, within six (6) months time, repair or rebuild such building or improvement so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Authority shall have the option of extending the time above, based upon the good faith effort of the Lessee to do the necessary work. Failure to do so shall constitute a breach of this lease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the demised premises shall be payable to the Authority and Lessee jointly to assure the repair or replacement of such improvements and/or leveling and cleaning of the demised premises. Lessor 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.

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. Proof of insurance must be provided to the Authority on a yearly basis.

SECTION IX
INDEMNITY

All property of every kind which may be on the demised premises during the term of this lease shall be at the sole risk of Lessee, or those claiming under Lessee, and Lessor shall not be liable to Lessee, or any other person or property in or upon the demised premises. Lessee hereby covenants and agreeing to assume all liability for or on account of any injury, loss or damage. Furthermore, Lessor 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 leased property as wholly suitable for the purpose for which it is leased and agrees to hold Lessor harmless from all claims for any such damage.
Additionally, Lessee hereby agrees to indemnify and save harmless Lessor for and from any and all claims, demands, suits, judgments, costs, liabilities or expenses on account of any loss or injury occurring on the leased property, and if suit is brought against Lessor 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. Proof of such insurance must be provided to the Authority. Proof of such insurance must be provided to the Authority on a yearly basis.

In furtherance of Lessee’s obligations set forth herein, lessee agrees to maintain in full force during the term of the lease, and any renewals, continuations, holding over or extensions, a policy of public liability and property damage insurance which lessor and lessee are named as insured, and under which insurer agrees to indemnify and hold lessor harmless from and against all costs, expenses and liability arising out of or based upon any and all claims, accidents, injuries, demands, suits, judgments, costs and damages as mentioned in this section. Each policy shall be non-cancelable with respect to lessor and a lessee’s designee without thirty days written notice to lessor and a duplicate original of the policy shall be delivered to lessor. The minimum limits of liability of such insurance shall be single limit coverage of One Million and No/100 Dollars ($1,000,000.00). The lessor will be named as an additional insured under these liability policies.

SECTION X
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 said County; 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 covenants, restrictions and building codes adopted from time to time by the Lessor and any other governmental agency having authority over the leased property.

Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or 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 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.

SECTION XI
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 by Lessor, such public utilities and public services relating to health and sanitation as may from time to time be made available by Lessor, or by others pursuant to agreements, licenses or permits with Lessor. Nothing in this paragraph shall obligate Lessor to provide any service.

SECTION XII
MAINTENANCE OF REQUIRED LICENSES

Lessee shall obtain all licenses required by all governmental authorities having jurisdiction over the leased property for the type of business operated by Lessee, and shall maintain all required licenses during the term of this lease.

SECTION XIII
REPAIRS AND MAINTENANCE

Lessee shall, at its own cost and expense, repair, replace and maintain the leased property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the leased property.
SECTION XIV
ASSIGNMENT AND TRANSFERS

Lessee may not sell, assign, or sublease this lease, or any portion of the leased property, without the prior written approval of the Lessor. Such approval shall not be unreasonable withheld.

So long as mortgagee keeps on file with the Authority a proper 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 the Lessee and this lease may not be terminated for such default until thirty (30) days after such notice during which period either the mortgagor or mortgagee may remedy the default.

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

SECTION XV
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 leased property.

SECTION XVI
LESSOR'S ACCESS

Lessor and Lessor's agent shall at all reasonable times have access to the leased property for the purpose of inspecting and determining whether Lessee has complied with it's obligations pursuant to this lease.

SECTION XVII
SPECIAL REQUIREMENTS

It is recognized that one of the major purposes of this lease is to provide food, beverages and services of high quality and attractiveness. In addition, lessee may engage in limited retail sales of items subject to approval by lessor. To this end the Lessor may from time to time prescribe special requirements relating to landscaping, shrubbery and similar improvements designed and intended to enhance and improve the general appearance and attractiveness of the demised premises. Such requirements and provisions may not operate retroactively as to any improvements previously constructed or authorized but may apply to landscaping around such improvements and elsewhere on the demised premises.

SECTION XVIII
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.

SECTION XIX
OPERATION AND CONDUCT OF BUSINESS

Lessee covenants and agrees as follows:

(a) To record all sales as made on a cash register acceptable to the Authority. Each cash register in use shall produce a tape on which each sales shall be recorded. These tapes, showing the total of the day's business shall be a part of the monthly report submitted to the Authority by the Lessee. After the tapes have been audited by the Authority's accounting staff, they shall be returned to the Lessee within a reasonable time. When approved by the Authority, some other method of recording may be used in lieu of cash register tapes. In lieu of cash register tapes the Authority may require submittal of the signed sales tax form sent to the State of Florida.
(b) To maintain accurate and adequate records and books of account which shall be open to inspection and audit by the Authority at reasonable times and at such places as designated by the Authority.

(c) To furnish to the Authority, not later than the 20th day of each month, reports 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 furnish any other information which may be requested by the Authority in connection with this agreement, which may include a copy of the Florida State Sales Tax Report.

(d) To employ sufficient and qualified personnel to be neatly dressed in a manner comparable to other resort areas in Northwest Florida.

(e) To open and operate said place of business 330 days a year, and said place of business cannot be closed for more than thirty consecutive days without prior written approval of the Authority.

(f) To comply with all laws and regulations relating to the operation of any business covered by agreement and to any property used in connection therewith on the demised premises 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.

(g) Not to knowingly permit or suffer any nuisance or illegal operations or course of conduct of any kind on the demised premises.

(h) To maintain the highest standard of business efficiency, to maintain an adequate stock of merchandise properly displayed; and to maintain the place of business and all furnishings and equipment in a clean and sanitary condition.

(i) Not to use or occupy the demised premises or any part thereof, 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.

(j) To charge and receive for any article, commodity, entertainment or service an established reasonable price comparable or substantially equivalent to the prices at other Gulf Beach resorts west of the Apalachicola River in Florida. The Authority reserves the right at its option at any time, and from time to time, to prescribe and specify the size, weight, quality, character, quantity and other characteristics of every article, commodity and service sold or offered by the lessee, and the lessee covenants and agrees to observe and abide by the prescriptions and specifications of the Authority.

SECTION XX
ENFORCEMENT OF LEASE: FORFEITURE; DEFAULT; REMEDIES; NONWAIVER; ATTORNEY'S FEE

Lessor 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 a default under the terms of this lease.

(1) If Lessee shall desert or vacate the leased premises;

(2) If default shall be made by the Lessee in the payment of rent as specified in this lease;

(3) If business shall remain unopened and unavailable for a time period of more than thirty (30) days in a calendar year;

(4) If Lessee fails to properly develop the property in the manner and within the time frame specified;

(5) If default shall be made by Lessee in the performance of any of the terms or conditions of this lease that Lessee is to perform;

(6) 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;
If Lessee shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

In the event any portion of the rental is not paid on or before the time of payment herein fixed, or in the event the Lessee shall default in the performance or breach of any of the other covenants, conditions, terms and provisions of this lease and shall continue in such non-payment, default within thirty (30) days notice in writing from the Lessor; and unless Lessee shall have completely removed or cured the default within thirty (30) days from the date of Lessor's notice of 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 Lessor to Lessee. Lessor's agent or attorney shall 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 full payment of all rentals due shall not be made to the Authority within seven (7) 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, provided, however, the late charge payable between the 8th and 30th day after the date said rental payment becomes due shall be a minimum of $25 or ten percent (10%), whichever is greater; and the late charge payable after thirty (30) days from date payment becomes due shall be a minimum of $100 or ten percent (10%), whichever is greater. All monies due shall bear interest at the rate of 1 1/2% per month from their due date.

The failure of Lessor to insist, in any one or more instances, 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 Lessor 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 lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

If the Authority retains attorneys to assist it in the collection of any sums due hereunder, which are not paid on the due date, 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 incurred for 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.

SECTION XXI
AMENDMENT

This lease may not be altered, changed or amended except by an instrument in writing, signed by both parties.

SECTION XXII
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, including furnishings, and Lessee shall surrender possession of the land and improvements in as good state and condition as reasonable use and wear will permit.

SECTION XXIII
RENEWALS

In event Lessee shall fully perform all of the terms, provisions, and conditions on its part to be performed 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 twenty-five years, by giving the Authority written notice of such election to renew not later than six (6) months prior to the expiration of the original term. Such renewal shall be on the like covenants, provisions and conditions are in this lease contained.
SECTION XXIV
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 lease or any of its provisions.

SECTION XXV
ENTIRE AGREEMENT

Except as provided below, this instrument constitutes the entire agreement between Lessor and Lessee on the subject of this lease, and all 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.

SECTION XXVI
WAIVER

Failure on the part of Lessor 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 Lessor of any of its rights under this lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this lease by Lessor to or of any action by lessee requiring Lessor's consent to approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by lessee.

SECTION XXVII
SEVERABILITY

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

SECTION XXVIII
MAILING ADDRESSES

All notices shall be mailed by U.S. Postal Service, or other acceptable equivalent, to the following addresses. Any change of mailing address must be provided to lessee or lessor in a timely manner.

Santa Rosa Island Authority
P. O. Drawer 1208
Pensacola Beach, FL 32562

Old World Properties
1290 Templehill Trail
Pensacola, FL 32514

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 15th day of February, 1946.

SANTA ROSA ISLAND AUTHORITY

ATTEST:

SECRETARY
WITNESSES AS TO LESSEE:

Mary B. Balman
Sue Smith

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared William A. Griffin and Barbara L. Fair, known to me and known to be the Chairman and Secretary, respectively, of the Santa Rosa Island Authority, for and acknowledged that they executed the foregoing instrument for and in the name of said Authority, as its Chairman and Secretary, and caused its seal to be thereto affixed, pursuant to due and legal action of said Authority authorizing them so to do.

GIVEN under my hand and official seal this the 16th day of February, 1996.

Melisse K. Sellers
State of Florida
Commission No. CC282068
My Commission Exp. May 2, 1997

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared James K. Bodus, 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 26th day of January, 1996.

Melisse K. Sellers
Notary Public

My commission expires:

FDOF 8820-446-12-397
LEGAL DESCRIPTION ATTACHMENT

TO

COMMERCIAL LEASE AGREEMENT

DATED FEBRUARY 1, 1995

Commencing at the Northeast corner of Lot 1, Block A, First Addition to Villa Sabine as recorded in Plat Book 5 at Page 75 of the Public Records of Escambia County, Florida; thence go North 23 degrees 09 minutes 40 seconds East along the West right-of-way line of State Road No. 399 a distance of 50 feet to the Point of Beginning; thence on a 90 degree deflection angle in a Westerly direction a distance of 181 feet, more or less, to the bulkhead line of Little Sabine Bay; thence on a 90 degree deflection angle in a Northerly direction along the bulkhead line of Charter Boat Basin a distance of 217.5 feet, more or less, thence on a 90 degree deflection angle in an Easterly direction a distance of 97 feet, more or less, thence in a Northwesterly direction a distance of 167 feet, more or less, along the meandering shoreline of Little Sabine Bay; thence in an Easterly direction a distance of 30 feet, more or less, thence on a 90 degree deflection angle in a Southerly direction a distance of 100 feet; thence on a 90 degree deflection angle in an Easterly direction a distance of 100 feet to the West right-of-way line of State Road No. 399; thence on a 90 degree deflection angle in a Southerly direction a distance of 290 feet, more of less, to the Point of Beginning, containing approximately 1.09 acres.
This Instrument Prepared By:
Kari M. Curnelius
Bureau of Public Land Administration
3050 Commonsview Boulevard
Mail Station No. 129
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE MODIFICATION
TO EXTEND TERM TO 25 YEARS

BOT FILE NO. 17195641
FA NO. __________

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of all terms and conditions stated herein, the Lessor does hereby lease to R. of Pensacola Beach, LLC, a Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Unincorporated,
Township 3 South, Range 26 West, in Escambia County, containing 37,661 square feet, more or less, as more particularly described and shown on Attachment A, dated January 9, 1990.

TO HAVE THE USE OF the hereinabove described premises from February 10, 2013, the effective date of this modified lease, through February 18, 2036, the expiration date of this modified lease. The terms and conditions on and for which this modified lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 24-slip commercial docking facility with boat lift to be used exclusively for mooring of recreational and commercial vessels in conjunction with an upland restaurant, retail store, and marina, with, fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 56 as shown and condition in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor the sum of $1,055.76, as compensation for the 25 percent annual extended term fee, and an annual lease fee of $6,227.54, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to the provisions of Rule 18-21.041, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the “Division”) will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees, including the annual extended term fee due hereunder shall be remitted to the Division, as agent for the Lessor.

[91]
3. WET SLIP RENTAL CERTIFICATION: SUPPLEMENTAL PAYMENTS: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fees specified in paragraph (2) above, including the income, as defined in subsection 18-21.003(11), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of annual gross income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessee shall send the Lessor a supplemental invoice for the difference in the amount paid for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessor who, upon receipt, shall report and remit the said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that if interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to a new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor such instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually or at the same time the Lessee submits the required annual Wet Slip Revenue Report to the Lessor.

4. LATE FEES: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days of the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

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

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (1) gross revenue derived directly from the use of the leased premises, (2) the gross revenue derived indirectly from the use of the leased premises, and (3) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee will secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease termination purposes by the Lessee.

7. AGREEMENT TO EXTEND OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (a) change or add to the approved use of the leased premises as defined herein, (b) convert or use the leased premises for temporary or permanent residence, (c) engage in any activity or business involving the use of the leased premises, (d) change the type of use of the riparian upland property that is more particularly described in Attachment A, without first obtaining a regulatory permit, or (e) change the type of use of the riparian upland property that is more particularly described in Attachment A, without first obtaining a regulatory permit/modified permit. If applicable, the Lessee's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraphs 18-21.006(3)(a), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment A, and be subject to a lease agreement together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessee determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessee terminates this lease, the Lessee agrees not to assign a claim or defense against the Lessor arising out of this lease. Prior to sale or transfer of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if so desired by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessee or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessee shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida and all clients, actions, lawsuits and demands arising out of this lease renewal.

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

IL of Panacea Beach, LLC
6307 North 5th Avenue, Suite 6
Panacea, Florida 32310

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

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

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

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interest of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status in respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjacent of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessor. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

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

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

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

22. riparian rights/riparian amendment: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to be encroach or interfere with adjacent riparian rights, Lessee agrees to either (a) remove the offending structure or (b) the Lessee may install barriers within the leased premises without formal modification of the lease provided that (i) the Lessee obtains any state or local regulatory permits that may be required; and (ii) the location or site of the last does not decrease the mooring capacity of the docking facility.

23. AMENDMENTS/Modifications: This lease renewal is the entire and only agreement between the parties. Its provisions are as are set forth herein. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if amending is authorized by this lease, the Lessor may install barriers within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permits that may be required; and (ii) the location or site of the last does not decrease the mooring capacity of the docking facility.

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

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

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

Page 4 of 14
Sovereignty Submerged Lands Lease No. 171032681
27. **GAMBLING VESSELS:** During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "toto" to "chavez," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. **FINANCIAL CAPABILITY:** To assure the Lessor that the Lessor has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are pending or threatened against or affecting the Lessee or the Lessee's interests in the riparian upland property that would impair the Lessor's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

29. **SPECIAL LEASE CONDITIONS:**

A. Any vessel moored at the docking facility, or either a temporary or permanent bush, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all piers and accessories such as outboard motors, bow pulpits, and swim platforms.

B. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 518.103(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the seaward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boats and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

C. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) but not limited to, the following reasons:

a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;


c. to conform to adoption or revision of rules regarding the assessment of lease fees;

d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,

e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee reasonable time for compliance with the amended or new terms and conditions.

D. Authorization of this lease does not preclude the Lessor from adjusting the base lease fees or lease rate during the term of this lease.
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

By: Cheryl C. McCall
Notary Public, State of Florida

Printed, Typed or Stamped Name: Notary Public State of Florida
My Commission Exp. E148767
Expires 01/27/2015
Commission/Serial No.

WITNESSES:

Michele Brad
Original Signature
Print/Type Name of Witness

Rebecca B. Card
Original Signature
Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2013, by Jerome B. Schuster, who is a Managing Member of IL of Pensacola Beach, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced identification.

My Commission Expires: 10-23-13

By: Jerome B. Schuster
Original Signature of Executing Authority
Printed/Typed Name of Executing Authority
Manager/Member
Title of Executing Authority

WITNESSES:

Cherie Krohn
Original Signature
Print/Type Name of Witness

Carolyn Martin
Original Signature
Print/Type Name of Witness

IL of Pensacola Beach, LLC,
a Florida limited liability company

(print)

LESSOR

("LESSEE")
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2015, by
Lydia A. Spencer, who is a Managing Member of IL of Pensacola Beach, LLC, a Florida limited liability company, on behalf of
the company. She is personally known to me or has produced _______ as identification.

My Commission Expires: 2-19-14

Signature of Notary Public

Notary Public, State of Florida

Printed, Typed or Stamped Name:

Notary Public State of Florida
Jennifer King
My Commission EE 172884
Expires 02/22/2016
DESCRIPTION - SUBMERGED LAND

Commence at the northeast corner of lot 1, block A, first addition to Villa Sabine as recorded in plat book 3 at page 75 of the public records of Escambia County, Florida; thence go north 23 degrees 09 minutes 40 seconds east along the westerly right-of-way line of state road no. 399 (150') R/W a distance of 430.00 feet; thence go north 66 degrees 50 minutes 20 seconds west departing the aforesaid right-of-way line a distance of 130.00 feet to the point of beginning being on the 1.5 foot contour line; thence continue north 66 degrees 50 minutes 20 seconds west a distance of 123.00 feet; thence go south 23 degrees 09 minutes 40 seconds west a distance of 360.00 feet; thence go south 66 degrees 50 minutes 20 seconds east a distance of 72.00 feet; thence go north 23 degrees 09 minutes 40 seconds east a distance of 317.50 feet; thence go south 66 degrees 50 minutes 20 seconds east a distance of 94.30 feet to a point on the face of a concrete seawall and the 1.5 foot contour line, said point lying south 08 degrees 14 minutes 26 seconds west a distance of 168.17 feet from the point of beginning; thence meander the aforesaid 1.5 foot contour line to the point of beginning.

The above described submerged land is situated in Little Sabine Bay in Township 3 South, Range 29 West, Escambia County, Florida, and contains approximately 37,660 square feet.

Attachment A
Page 9 of 14 Pages
SLL No. 171035581
STATE OF FLORIDA
COUNTY OF ESCAMBIA

ASSIGNMENT OF LEASEHOLD INTEREST

Gulf Coast Community Bank, hereafter called Assignor (which word shall be construed in the plural wherever the context requires), the present owner and holder of the Leasehold interest of lessee in that Commercial Lease Agreement ("Lease") granted by Santa Rosa Island Authority, as leasing agent of Escambia County, Florida, to Old World Properties, Inc. dated February 1, 1995 and recorded in Official Records Book 4087 at Page 1041, the Ratification of Lease Agreement recorded in Official Records Book 4087 at Page 1050, and the Amendment To Lease recorded in Official Records Book 2057 at Page 1370 of the Public Records of Escambia County, Florida, conveying the following described real property on Santa Rosa Island in Escambia County, Florida:

Commencing at the Northeast corner of Lot 1, Block A, First Addition to Villa Sabine as recorded in Plat Book S at Page 75 of the Public Records of Escambia County, Florida; thence go North 23 degrees 09 minutes 40 seconds East along the West right-of-way line of State Road No. 399 a distance of 59 feet to the Point of Beginning; thence on a 90 degree deflection angle in a W est erly direction a distance of 181 feet, more or less, to the bulkhead line of Little Sabine Bay; thence on a 90 degree deflection angle in a Northerly direction along the bulkhead line of Charter Boat Basin a distance of 217.5 feet, more or less, thence on a 90 degree deflection angle in an Easterly direction a distance of 97 feet, more or less, thence in a Northwestern direction a distance of 167 feet, more or less, along the meandering shoreline of Little Sabine Bay; thence in an Easterly direction a distance of 20 feet, more or less, thence on a 90 degree deflection angle in a Southerly direction a distance of 100 feet; thence on a 90 degree deflection angle in an Easterly direction a distance of 100 feet to the West right-of-way line of State Road No. 399; thence on a 90 degree deflection angle in a Southerly direction a distance of 289 feet, more or less, to the Point of Beginning, containing approximately 1.09 acres.

for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, convey, sell, assign, and transfer all of the right, title, and interest of Assignor in said Lease and demised premises, and all the improvements thereon, and all interest which may be hereafter acquired by
Assignor in said leasehold estate, to II. of Pensacola Beach, LLC, a Florida limited liability company, whose address is 203 Gulf Breeze Parkway, Gulf Breeze, Florida 32561, hereafter called Assignor (but which word shall be construed in the plural when the context requires), and the heirs, agents and assigns, forever, of Assignor.

The leasehold interest is derived from that certain Lease between the Santa Rosa Island Authority as Lessee, to Old World Properties, Inc., as Lessee, recorded in Official Records Book 4087, Page 1041, with Ratification of Lease Agreement recorded in Official Records Book 4087, Page 1050, and assigned by Old World Properties, Inc. to Pensacola Beach Marina, Inc. pursuant to that certain Assignment of Leasehold Interest, recorded in Official Records Book 4087, Page 1057, and assigned by Marina Management Corp. (successor in interest to Pensacola Beach Marina, Inc.) to Beach Marina, Inc. pursuant to that certain Assignment of Leasehold Interest Moorings Restaurant and Marina, recorded in Official Records Book 4475, Page 1788 (collectively, the "Leasehold Interest"), said Leasehold Interest being amended by that certain Amendment to Commercial Lease Agreement, recorded in Official Records Book 5957, Page 1370, and assigned to Pensacola Beach Marina, LLC pursuant to that certain Assignment of Lease, recorded in Official Records Book 6163, Page 1341, all of the public records of Escambia County, Florida. Assignor took title by virtue of a Certificate of Title recorded in O.R. Book 6715 at page 1857 of the public records of Escambia County, Florida.

By acceptance of this assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforementioned Lease and hold Assignor harmless from any liability thereunder. Assignor covenants that Assignor is the owner of the above leasehold estate; that Assignor has a good right to transfer the same; that the property is free of any lien or encumbrance not shown above that the Assignor may have; that Assignor will not make any further amendments to the leasehold estate in said property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons obtaining by, through, or under Assignor, but against none other.

IN WITNESS WHEREOF, the undersigned Assignor has executed this instrument under seal this 31st day of January, 2012.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

Charles L. Hoffman, Jr.
Charlene C. Mabire

Gulf Coast Community Bank
By: President

2

Attachment B
Page 13 of 14 Pages
SSLL No. 171035681
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of January, 2012, by

Stanley Bruce,

President of Gulf Coast Community Bank on behalf of the bank (Y who is personally known to me or (-) has produced an identification.

NOTARY PUBLIC - STATE OF FLORIDA
Name: Charles L. Hoffman, Jr.
My Commission Expires: 2-28-13

NOTARY PUBLIC - STATE OF FLORIDA
Charles L. Hoffman, Jr.
Commission # D083306
Expires: Feb. 28, 2013
Boarded First Old Republic Bank Company
AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This 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 "Lessor" or the "SRIA"), and Old World Properties, Inc. dated February 1, 1995, and recorded in Official Records Book 4087 at Page 1041 of the public records of Escambia County, Florida (herein the "Lease Agreement").

Beach Marina, Inc., a Florida corporation, (hereinafter "Lessee") is the Assignee of the Lease as evidenced by the certain Assignment of Lease dated September 29, 1999, and recorded in Official Records Book 4475 at Page 1788 of the public records of Escambia County, Florida;

(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 a Lessee that is a corporation or partnership.

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

(3) Section Four (IV) "USE OF LEASED PREMISES," of said lease is hereby revised as follows:

The above described property is leased to Lessee as business or commercial property for the purpose of constructing and operating a full service restaurant, catering service, retail store, marina and package store.

(4) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Lessee under this Amendment shall bind Lessee's heirs, administrators, successors, and assigns.

(5) It is expressly agreed that upon execution, this Amendment shall be promptly recorded by Lessee in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease Agreement. Lessee agrees to provide a copy of the recorded Amendment to the SRIA upon receipt thereof.

Dated this 4th day of December, 2003

ATTEST:

[Signature]

Secretary

W. McGuire Martin

SANTA ROSA ISLAND AUTHORITY

[Signature]

Chairman

William H. Griffith
WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

Patsy Torrance
Witness
Print Name: Patsy Torrance

Debra Floyd
Witness
Print Name: Debra Floyd

WITNESSES AS TO LESSEE:

Debra Floyd
Witness
Print Name: Debra Floyd

Patsy Torrance
Witness
Print Name: Patsy Torrance

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of
December, 2003, by William Griffin and W.Gunn,
known to me to be the Chairman and Secretary, respectively, of the Santa
Rosa Island Authority, an agency of Escambia County, Florida, for and on behalf of the
said Authority.

MELISSA K. SELLERS
MY COMMISSION #: 005768
EXPIRES: May 13, 2005
Notary Public, State of Florida

BEACH MARINA, INC.

Charles L. Nicholson
President
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2002 by Charles L. Nicholson who produced (personal) [identification] as identification.

Melisse K. Sellers
Notary Public, State of Florida at Large

My Commission Expires: May 13, 2005

Prepared by:
Melisse K. Sellers
Santa Rosa Island Authority
Post Office Box 1208
Pensacola Beach, Florida 32562

ERNEST LEE MAGAHAN
Clerk of the Circuit Court
INSTRUMENT 2003-053249
Request by Greg Gordan, Sabine Marina – 715 Pensacola Beach Blvd. – to sublease to Allan Rose, Solo Aviation d/b/a Pensacola Luxury Charters, to operate a cruise/charter fishing business from leasehold property. (Staff report by Robbie Schrock)

Background:

Pensacola Luxury Charters has a 2018 Pursuit DC 325. The Captain is Trey Pike, with 14 years experience in boating operation.

Recommendation:

Staff recommends approval of the request by Greg Gordan, Sabine Marina – 715 Pensacola Beach Blvd. – to sublease to Allan Rose, Solo Aviation d/b/a Pensacola Luxury Charters, to operate a cruise/charter fishing business from leasehold property, paying all applicable percentages and fees.
INFORMATION ON THE MASTER LEASE

Name of Master Leaseholder: GREG GORDON
Business Name (if different from above): SABINE MARINA
Previous Sublease Name (if applicable): 
Location Address: 715 PENSACOLA BEACH BLVD PENSACOLA BEACH, FL 32561
Location Telephone: 

INFORMATION ON SUBLEASE

Proposed Business Name for Sublease: SOLO AVIATION d/b/a PENSACOLA LUXURY CHARTERS
Sublease Contact Name: Allan M Rose
Mailing Address: 1836 Solo Road, Covington, TN 38019
Proposed Business Location Address (UNIT #): Sabine Marine-Slip#20 715 Pensacola Blvd
Contact Telephone: 901-484-7883
Proposed Opening Date: September 01, 2019
Proposed Days/Hours of Operation: 24/7
Proposed Use of Property: Operate Fishing Charters/Cruises

Liquor License Approval Required? Yes/No  NO Beer & Wine NO Liquor

SIGNATURE BLOCK

We understand and agree to the terms of the SRIA sublease approval, the terms of the sublease and the terms of the master lease as well as all other applicable rules, regulations, ordinances and laws of the SRIA, Escambia County Florida, the State of Florida and the United States. Furthermore, unless the master lease states otherwise, the master lessee agrees that the master lessee is responsible for the sublessee's compliance with the terms of the sublease and the terms of the master lease; and that the sublessee's noncompliance with the terms of the sublease and/or the terms of the master lease shall be a default by the master lessee under the master lease. Moreover, unless the SRIA has provided the master lease a written release of the master lessee's responsibility for the sublessee's compliance with the terms of the sublease and the terms of the master lease, no action or inaction by the SRIA can be construed as the SRIA's waiver of the master lessee's responsibility for the sublessee's compliance with the terms of the sublease and the terms of the master lease or the SRIA's right to hold the master lessee in default for such noncompliance.

Signature for Applicant for Sublease: Allan M Rose
Print Name: Allan M Rose

Signature of Master Leaseholder (or designated representative): GREG GORDON
Print Name: GREG GORDON

All sales reports must be submitted through the master leaseholder.
This sublease is authorized to submit sales reports directly to the SRIA: 

MASTER LEASEHOLDER MUST INITIALIZE APPROPRIATE LINE
Percentage Fees (check all that apply):

- Food
  - Full Service: 2%
  - Fast Food/Take-out: 6%
- Beer: 2%
- Wine: 2%
- Liquor: 5%
- Retail: 6%
- Professional Services: 2%
- Other: 5%
- Room Rental: 2.65%

Other terms and conditions of sublease:

I HAVE BEEN GIVEN INSTRUCTIONS REGARDING THE FOLLOWING REQUIREMENTS FOR REPORTING REVENUES TO THE SANTA ROSA ISLAND AUTHORITY:

1. Sales reports are due by 5:00 p.m. on the 20th day of each month or the first business day thereafter if the 20th day of the month falls on a weekend. My first report is due on ___________.

2. A copy of the form DR-16 (Florida Department of Revenue Sales Tax Form) must be attached to the sales report to verify my gross income.

3. Sales reports must be submitted every month, even if the business is seasonal.

4. Each season, I will provide a written schedule of the months my business will be open and closed.

5. I will provide written notice to the SRIA immediately upon termination of the business.

By: Approved Sublessee

Finance Department Representative

Date Approved by Development & Leasing Committee

Date approved by SRIA Board

Verification Dates:

- Reviewed by Finance Manager
- Finance Meeting with Sublessee
- Entered In Lease Billing System
- (Attached copy of customer setup sheet)
- Verified by Development & Leasing Manager
- Entered In Database

Distribution:

Original: Sublease File
Copy: Master Leaseholder
    Sublesseeholder
    Master Lease File
    Finance Department
NOTE: THIS FORM IS FOR USE BY INDIVIDUALS WISHING TO OPEN A BUSINESS ON EXISTING LEASEHOLD PROPERTY UNDER THE JURISDICTION OF AN EXISTING MASTER LEASE. ALL SUBLEASES MUST BE APPROVED BY THE SRIA BOARD. THIS APPLICATION MUST BE SIGNED BY THE MASTER LEASEHOLDER FOR THE PROPERTY OR THE MASTER LEASEHOLDER’S DESIGNATED REPRESENTATIVE BEFORE THE REQUEST CAN BE PRESENTED TO THE SRIA BOARD FOR REVIEW.

FOLLOWING BOARD APPROVAL, A MEETING WILL BE HELD WITH A REPRESENTATIVE OF THE FINANCE DEPARTMENT TO DISCUSS PROPER REPORTING PROCEDURES. AT THAT MEETING, THE REVERSE SIDE OF THIS FORM WILL BE REVIEWED AND YOU WILL BE PROVIDED WITH A COPY OF THE COMPLETED APPLICATION NOTING THE TERMS AND CONDITIONS OF THE BOARD APPROVAL FOR YOUR SUBLEASE. THE SUBLEASE WILL BE REQUIRED TO PAY ALL APPLICABLE PERCENTAGES AND FEES REGARDLESS OF WHERE OR HOW THE RESERVATIONS/REVENUES WERE GENERATED.

THIS SUBLEASE APPROVAL DOES NOT INCLUDE APPROVAL FOR SIGNS OR IMPROVEMENTS/RENOVATIONS TO THE PROPERTY. ALL SUCH APPROVALS REQUIRE A SEPARATE APPLICATION AND APPROVAL PROCESS THROUGH THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE SRIA.

I have read the above information and agree to adhere to the terms.
08-06-2019

Business Plan for new Fishing Charter Business

Business Name: Solo Aviation LLC dba Pensacola Luxury Charters
Location: Sabine Marine
715 Pensacola Beach Blvd.
Pensacola Beach, FL 32561
Slip #20
Business Owners: Allan Rose
Captain: Trey Pike
Fleet: 2018 Pursuit DC 325
Business: Off/In Shore Fishing Charters/Boat Cruises

Allan M Rose
Captain Trey Pike

- 706 W. 8th Street Circle
- Lynn Haven, FL 32444
- June 25, 1986
- USCG Document Number 000467217
- TWIC PIV Number 1107253

USCG License Currently Held

- OUPV (6 Pack) (March 2018)
  - Test Scores
    - 98
    - 96
    - 92
    - 90

USCG License Applied for

- 50 Ton Masters (March 2018)
  - Test Score
    - 96
- Assisted Towing Endorsement (February 2019)
  - Test Score
    - 94

State of Florida Charter License

- Passenger 10 or Fewer
  - Saltwater Fishing
  - Snook Permit
  - Lobster Permit

Boating Experience

- Multiple Size Vessels
  - Up to 25 Ton Vessels
  - 14 Years of Experience in Boating Operation

Fishing Experience

Primary Areas

- Gulf of Mexico
- Alabama Freshwater River Systems
- Atlantic Ocean
References

- Captain Daniel Snapp, 100T, Sail, Owner/Operator, Grassy Flats Charters
  • Cell- 850-832-4952

- Captain Bill Moore, 200T Captain, Reel Broke Charters
  • Cell-229-343-4455

- Captain Daniel Weeks, 100T(Applied) Capt./First Mate, Catch 'em Charters
  • Cell- 478-972-2421

- Captain Kevin Lolley, 6-Pack, Owner/Operator, Southern Saltwater Guide Service
  • Cell-850-625-6018

- Captain Dana Grubbs, 100T+, Sail, Instructor, Sea School, Panama City, FL
  • Work- 850-785-3575
Hi Jamee,

This is Greg Gordon from Sabine Marina. Could you please put Allen Rose on the next agenda. He will be doing business as Pensacola Luxury Charters.

Thanks

Greg Gordon <ggislandtime@aol.com>
(850) 221 9265
Request by Don V. and Elaine Mitchell – 1004 Maldonado Drive - to renew their lease for another 99 year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

Background:

The Mitchell’s lease expires in February of 2058. They are exercising their right to renew their lease with “like covenants, provisions and conditions as are in this lease contained, including an option for further renewals.”

Recommendation:

Staff recommends approval of the request by Don V. and Elaine Mitchell – 1004 Maldonado Drive - to renew their lease for another 99 year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals.
Would like to renew our lease on 1004 Maldonado Dr, Lot 22 Block 8 first addition to Villa Segunda. Please Advise on how to proceed.

Thank you,
Donald V and Elaine Mitchell
1004 Maldonado Dr
Pensacola Beach, Fl 32561
AMENDMENT TO RESIDENTIAL LEASE

THIS AMENDMENT TO RESIDENTIAL LEASE is entered into by and between
SANTA ROSA ISLAND AUTHORITY (hereinafter “Authority”) and
as
(hereinafter “Lessee”).

PREAMBLE

WHEREAS, Authority and Joseph Bryant Roberts and Theresa Ann Hollis Roberts, original lessee, entered into
that certain Residential Lease on Feb 3, 1969 (the “Lease,” which term shall
include and refer to all subsequent amendments and assignments), which Lease was recorded in
Official Records Book 4 at page 59 of the public records of Escambia County, Florida, for
the following-described premises:

Lots 22, Block 8, in Residential Subdivision “First Addition to Uilla Segunda” on Santa Rosa Island in Escambia County according to Plat
recorded in Plat Book 4 at Page 59 of Said County, State of Florida.

WHEREAS, the Lease was ultimately assigned to and assumed by Lessee under that
certain Assignment of Leasehold Interest dated July 19, 1984 and recorded in Official Records
Book 1928 at page 69 of the public records of Escambia County, Florida; and

WHEREAS, the initial term of the Lease is for a period of ninety-nine (99) years dating
from Feb 3, 1969 (the “Initial Lease Term”); and,

WHEREAS, the Lessee, pursuant to paragraph 14 of the Lease, has provided the Authority with written notice of its election to
renew the term of the Lease and the Lease will renew for an additional ninety-nine (99) year
term, on the like covenants, provisions and conditions as are in the Lease including an option for
further renewals, upon the expiration of the Initial Lease Term; and,

WHEREAS, on , the Authority renewed the Lease for another ninety-nine (99)
year term, under like covenants, provisions and conditions, as are in the Lease, including an
option for further renewals.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and
other good and valuable consideration, the receipt and sufficiency of which is herein
acknowledged, the parties do hereby agree and acknowledge as follows:

1. The recitals contained in the Preamble of this Amendment to Residential Lease are declared
to be true and correct and are incorporated into this Amendment to Residential Lease.

2. The Lease is hereby amended as follows:

Page 1 of 3
The Lease will renew for an additional ninety-nine (99) year term upon the expiration of the Initial Lease Term beginning , or as sooner terminated as provided in the Lease.

3. In all other respects, the Lease as amended shall remain unmodified or amended, including an option for further renewals, except as set forth herein.

4. This Amendment to Residential Lease shall be effective as of the date the last party hereto executes.

AUTHORITY:

SANTA ROSA ISLAND AUTHORITY

By: __________________________
    Chairperson

ATTEST:

__________________________
Secretary

Dated this the _____ day of ____________, 2019.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

__________________________
Witness
Print Name: ____________________________

__________________________
Witness
Print Name: ____________________________

STATE OF FLORIDA
COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this the ___ day of ____________, 2019, by ______________________ and ______________________, personally known to me to be the Chairperson and Secretary, respectively, of the Santa Rosa Island Authority, an agency of Escambia County, Florida, for and on behalf of the said Authority.

Notary Public, State of Florida

LESSEE:


Dated this the ___ day of ________, 20______.

Witness
Print Name: __________________________

Witness
Print Name: __________________________

STATE OF FLORIDA
COUNTY OF ________________

The foregoing instrument was acknowledged before me this the ___ day of ____________, by ( ) who are personally known to me or ( ) who produced a driver’s license as identification.

Notary Public, State of Florida
THIS LEASE AGREEMENT entered into by and between Santa Rosa Island Authority, herein called Authority, as an agency of Escambia County, Florida, and


Route 5, Box 370, Milton, Florida 32570

WITNESSETH:

(1) The Authority does hereby grant, demise and lease to the lessee, in consideration of the rents and covenants herein reserved and contained, certain property on Santa Rosa Island, in Escambia County, Florida, described as follows:

Lot 22, Block 8 in a Subdivision of a portion of the First Addition to Residential Subdivision "Villa Segunda" according to Plat recorded in Plat Book 4 at Page 59 of the public records of said County, State of Florida.

This lease replaces a similar agreement between same parties dated February 3, 1969, for Lot 24, Block 7 of same subdivision which has been terminated and cancelled by mutual agreement in consideration of execution of this lease agreement.

(2) Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of $220.00, payable annually in advance, receipt of the first year's rental being hereby acknowledged.

(3) The above described property is leased to lessee as residential property for the purpose of constructing and maintaining a beach home or seasonal or permanent residence thereon. Lessee covenants and agrees at his own cost and expense to erect and complete a dwelling house on said property, according to and in conformity with plans to be approved by the Authority. Visible commencement of construction shall begin not later than 18 months from date, and said building shall be completed not later than 24 months from date, unless the times so fixed are extended for good cause by the Authority.

(4) Title to any building or other improvements of a permanent character that shall be erected or placed upon the demised premises by the lessee shall forthwith vest in said Escambia County, subject, however, to the term of years and option to renew granted to lessee by the terms of this lease. In event lessee shall not commence or complete the building or buildings herein required to be constructed within the times provided, and if the Authority shall give lessee written notice to forthwith commence or complete the same by a date specified in such notice, which shall be at least sixty (60) days from the date of the giving of such notice, and if the lessee shall fail to commence or complete said building or buildings on or prior to the date so specified, then and thereupon the terms of this lease shall cease on the date specified in said notice, in the same manner and with the same effect as if that were the expiration of the original term of this lease without option or right to renew the same.

(5) In event of damage to or destruction of any building herein required to be constructed on the demised premises by fire, windstorm, water or any other cause whatsoever, lessee shall at his own cost repair or rebuild such building so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of this lease.

(6) This lease and the demised premises are expressly subject to and bound by the covenants and restrictions applicable to property on the said Island dated February 10, 1949, and recorded in Deed Book 294, at Page 303, of the records of said county, and the said covenants and restrictions are all made a part hereof as if fully set forth herein.
(7) The lessee, if required by the Authority, shall exclusively use, at such reasonable rates or charges as may be fixed or approved by the Authority from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Authority or by others under agreement with or license or permit from the Authority, including without limitation the following: Electricity, gas, water, telephone and telegraph, sewerage and garbage collection or disposal. The reasonableness of rates fixed by the Authority shall always be subject to judicial review.

(8) 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 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.

(b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the demised premises.

(9) The Authority further covenants and agrees that if the lessee shall pay the rent 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 premises for the term aforesaid.

(10) In case any portion of the rental remains unpaid for the space of thirty (30) days after the time of payment herein fixed, or in case the lessee shall default in the performance of or breach any of the other covenants, conditions, terms and provisions of this lease and shall continue in such non-payment, default or breach after thirty (30) days' notice in writing from the Authority, then the Authority, in any such event, may declare this lease terminated and may take possession of the demised premises and all the improvements thereon, and this lease shall be at an end in the same manner and with the same effect as if the original term of the lease had expired without any option or right to renew the same.

(11) Upon the expiration or sooner termination of this lease lessee shall be allowed a period of fifteen (15) days in which to remove all of his personal property, including such furnishings and fixtures installed by the lessee as may be removed without injury to the land and improvements; and lessee shall surrender possession of the land and improvements in as good state and condition as reasonable use and wear will permit.

(12) No failure, or successive failures, on the part of the Authority to enforce any covenant or agreement, or no waiver, or successive waivers, on its part of any condition, agreement, covenant or provision herein shall operate as a discharge thereof or render the same invalid, or impair the right of the Authority to enforce the same in event of any subsequent breach or breaches. The acceptance of rent by the Authority shall not be deemed a waiver by 3rd of any earlier breach by the lessee, except as to such covenants and conditions as may relate to the non-payment of the same.

(13) This lease may be assigned, mortgaged, pledged or transferred. Each and all of the provisions, agreements, covenants and conditions of this lease shall extend to, and shall bind and be obligatory upon, or inure to the benefit of, the successors, personal representatives, heirs and assigns of the parties. So long as a mortgagee keeps on file with the Authority a proper 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 the lessee, and this lease may not be terminated for such default until sixty (60) days after notice thereof has been received by such mortgagee, during which period either the mortgagor or mortgagee may make good the default.

(14) In event lessee shall fully perform all the terms, provisions and conditions on his part to be performed for the full term of this lease, lessee shall have the right and privilege at his election to renew this lease for a further term of 99 years, by giving the Authority written notice of such election to renew not later than six (6) months prior to the expiration of the original term. Such renewal shall be on the like covenants, provisions and conditions as are in this lease contained, including an option for further renewals.

IN WITNESS WHEREOF, the said Santa Rosa Island Authority has caused this instrument to be signed by its Chairman, attested by its Secretary, and the seal of the Authority to be affixed hereunto; and the said lessee has hereunto set his hand and seal, in duplicate, this _ day of ____________, 19__.

SANTA ROSA ISLAND AUTHORITY

ATTEST:

[Signature]
Secretary

[Signature]
Lessee

[Signature]
Lessee

WITNESSES (as to Lessee):

[Signature]

[Signature]
Before me the undersigned Notary Public, personally appeared Barry Buck, well known to me and known to me to be the Chairman of Santa Rosa Island Authority, and acknowledged that he executed the foregoing instrument for and in the name of said Authority, as its chairman, and caused its seal to be thereto affixed, pursuant to due and legal action of said Authority authorizing him so to do.

WITNESS my hand and official seal this 24th day of June, 1971.

Amy Hearne
Santa Rosa Island Authority
P.O. Drawer 1208
Pensacola Beach, FL 32561
Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

**Background:**

The documentation of financial statements and expenditures is enclosed for your review.

**Recommendation:**

Staff recommends acceptance of the reports on financial statements and expenditures as presented.
### INCOME REVENUES

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<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Var</th>
<th>Year-To-Date</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Var</th>
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<tbody>
<tr>
<td></td>
<td>$563,313.13</td>
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### EXPENSES

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<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Var</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Var</th>
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</thead>
<tbody>
<tr>
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<td>($385,00)</td>
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### OTHER EXPENSES

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<th>% Var</th>
<th>Actual</th>
<th>Budget</th>
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<tr>
<td><strong>INCOME REVENUES</strong></td>
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<td><strong>EXPENSES</strong></td>
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### Santa Rosa Island Authority

**SUMMARY OF ALL UNITS**
For the Nine Months Ending June 30, 2019

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<th>Current Period</th>
<th>Year-To-Date</th>
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<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>INCOME REVENUES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Lease Fees</td>
<td>$116,238.94</td>
<td>$104,800.00</td>
</tr>
<tr>
<td>Room Rental</td>
<td>$131,033.51</td>
<td>$115,200.00</td>
</tr>
<tr>
<td>Retail</td>
<td>$155,545.70</td>
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<tr>
<td>Alcohol, Beer and Wine</td>
<td>$51,401.40</td>
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<tr>
<td>Convenience Stares</td>
<td>$7,054.61</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Services</td>
<td>$31,567.52</td>
<td>$16,700.00</td>
</tr>
<tr>
<td>Retail</td>
<td>$7,579.77</td>
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<tr>
<td>Miscellaneous Fees</td>
<td>$8,110.14</td>
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<tr>
<td>Advance Lease Fees</td>
<td>($41,411.17)</td>
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<tr>
<td>Interest</td>
<td>$2,030.72</td>
<td>$2,030.72</td>
</tr>
<tr>
<td><strong>TOTAL INCOME REVENUES</strong></td>
<td>$583,313.13</td>
<td>$467,000.00</td>
</tr>
</tbody>
</table>

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**SUMMARY OF INCOME REVENUES:**

<table>
<thead>
<tr>
<th></th>
<th>Current Period</th>
<th>Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Lease Fees</td>
<td>136,238.94</td>
<td>104,800.00</td>
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<tr>
<td>Commercial Lease Fees</td>
<td>424,134.47</td>
<td>362,500.00</td>
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<td>Interest</td>
<td>2,030.72</td>
<td>2,030.72</td>
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<tr>
<td><strong>INCOME REVENUE SUMMARY</strong></td>
<td>583,313.13</td>
<td>467,000.00</td>
</tr>
</tbody>
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Page 3 of 12
### Administrative Schedule of Expenses YTD

For the Nine Months Ending June 30, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Period</th>
<th>Year-To-Date</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>PERSONNEL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Salaries</td>
<td>13,765.36</td>
<td>13,800.00</td>
</tr>
<tr>
<td>Social Security</td>
<td>802.73</td>
<td>802.00</td>
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<tr>
<td>Retirement</td>
<td>1,522.95</td>
<td>1,876.00</td>
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<tr>
<td>Insurance Contribution</td>
<td>3,241.04</td>
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<tr>
<td>Workers Compensation</td>
<td>187.73</td>
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<tr>
<td>Misc. Personnel Benefits</td>
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<td>-</td>
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<td><strong>TOTAL PERSONNEL</strong></td>
<td>20,199.89</td>
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<tr>
<td><strong>OPERATIONS AND MAINTENANCE</strong></td>
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<td></td>
</tr>
<tr>
<td>Contract Service</td>
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<td>Board Members Expense</td>
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<tr>
<td>Attorney Retainer</td>
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<td>800.00</td>
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<tr>
<td>Legal &amp; Other Professional Fees</td>
<td>8,555.55</td>
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<td>Legal Support Expenses</td>
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<td>Engineer Retainer</td>
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<td>Architect Retainer</td>
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<td>Travel and Training</td>
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<tr>
<td>Water, Wastewater &amp; Solid Waste</td>
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<td>800.00</td>
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<tr>
<td>Insurance</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Postage</td>
<td>68.90</td>
<td>60.00</td>
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<td>Office Supplies</td>
<td>-</td>
<td>300.00</td>
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<tr>
<td>Uniforms</td>
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<td>-</td>
</tr>
<tr>
<td>Membership Fees</td>
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<td>-</td>
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<tr>
<td>Printing</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>TOTAL OPERATIONS &amp; MAINTENANCE</strong></td>
<td>12,741.92</td>
<td>14,250.00</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>32,941.81</td>
<td>35,501.00</td>
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</table>

*Page 4 of 12*
## Finance
### Schedule of Expenses YTD
**For the Nine Months Ending June 30, 2019**

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>Variance</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Salaries</td>
<td>$18,343.93</td>
<td>$19,000.00</td>
<td>($656.07)</td>
<td>-3.5%</td>
</tr>
<tr>
<td>Social Security</td>
<td>1,008.69</td>
<td>1,368.00</td>
<td>(359.31)</td>
<td>-26.3%</td>
</tr>
<tr>
<td>Retirement</td>
<td>1,488.89</td>
<td>1,978.00</td>
<td>(489.11)</td>
<td>-24.6%</td>
</tr>
<tr>
<td>Insurance Contributions</td>
<td>2,829.92</td>
<td>4,000.00</td>
<td>(1,170.08)</td>
<td>-29.2%</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>31.84</td>
<td>64.00</td>
<td>(32.16)</td>
<td>-50.6%</td>
</tr>
<tr>
<td>Medicare</td>
<td>248.15</td>
<td>315.00</td>
<td>(66.85)</td>
<td>-21.0%</td>
</tr>
<tr>
<td>Misc. Personnel Benefits</td>
<td>8.35</td>
<td>6.25</td>
<td>2.10</td>
<td>33.8%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$23,839.76</td>
<td>$26,646.00</td>
<td>($2,806.24)</td>
<td>-10.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>Variance</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATIONS AND MAINTENANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Audit Fee</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>Contract Service</td>
<td>4,376.95</td>
<td>4,400.00</td>
<td>(23.05)</td>
<td>-0.5%</td>
</tr>
<tr>
<td>Telephone</td>
<td>322.74</td>
<td>400.00</td>
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<tr>
<td>Electricity</td>
<td>1,418.99</td>
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<td>(491.01)</td>
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<tr>
<td>Fuels &amp; Lubricants</td>
<td>83.50</td>
<td>130.00</td>
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<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
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<td>Postage</td>
<td>364.50</td>
<td>440.00</td>
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<td>Office Supplies</td>
<td>610.38</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$6,426.05</td>
<td>$7,390.00</td>
<td>($964.95)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>Variance</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$30,267.62</td>
<td>$34,036.00</td>
<td>($3,768.38)</td>
<td>-11.1%</td>
</tr>
</tbody>
</table>

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### Notes
- Variance is calculated as Actual - Budget
- % Var is calculated as (Variance / Budget) * 100
## Schedule of Expenses YTD

For the Nine Months Ending June 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>% Var</th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Salaries</td>
<td>$14,560.88</td>
<td>$14,730.00</td>
<td>-1.1%</td>
<td>$142,348.73</td>
<td>$143,915.00</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Social Security</td>
<td>895.21</td>
<td>950.00</td>
<td>-5.8%</td>
<td>8,423.01</td>
<td>8,025.00</td>
<td>-4.7%</td>
</tr>
<tr>
<td>Retirement</td>
<td>5,555.13</td>
<td>5,000.00</td>
<td>-1.1%</td>
<td>25,071.92</td>
<td>24,700.00</td>
<td>1.5%</td>
</tr>
<tr>
<td>Insurance Contribution</td>
<td>1,450.41</td>
<td>2,000.00</td>
<td>-27.0%</td>
<td>18,377.22</td>
<td>18,000.00</td>
<td>-1.9%</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>36.76</td>
<td>41.00</td>
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<td>331.11</td>
<td>300.00</td>
<td>-10.3%</td>
</tr>
<tr>
<td>Medicare</td>
<td>209.27</td>
<td>220.00</td>
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<td>1,699.95</td>
<td>2,070.00</td>
<td>-10.3%</td>
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<tr>
<td>Misc. Personnel Benefits</td>
<td>2.50</td>
<td>2.50</td>
<td>0.0%</td>
<td>254.77</td>
<td>254.77</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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<td>-4.0%</td>
<td>$191,816.71</td>
<td>$197,079.00</td>
<td>-2.7%</td>
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</table>

**OPERATIONS AND MAINTENANCE**

<table>
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<tr>
<th></th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>% Var</th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Service</td>
<td>1,812.54</td>
<td>2,000.00</td>
<td>-9.4%</td>
<td>30,230.78</td>
<td>29,100.00</td>
<td>3.8%</td>
</tr>
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<td>Trolley Operation</td>
<td>13,895.00</td>
<td>13,900.00</td>
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<td>149,046.68</td>
<td>139,000.00</td>
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</tr>
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<td>Data Processing</td>
<td>895.79</td>
<td>900.00</td>
<td>0.7%</td>
<td>8,234.35</td>
<td>7,200.00</td>
<td>10.6%</td>
</tr>
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<td>Escambia Fire Rescue</td>
<td>17,165.68</td>
<td>17,167.00</td>
<td>0.0%</td>
<td>154,600.11</td>
<td>154,503.00</td>
<td>0.0%</td>
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<tr>
<td>Environmental Service</td>
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<td>1,196.45</td>
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<td>9,964.00</td>
<td>0.1%</td>
</tr>
<tr>
<td>Telephone</td>
<td>239.38</td>
<td>300.00</td>
<td>-20.2%</td>
<td>2,129.11</td>
<td>2,700.00</td>
<td>-21.1%</td>
</tr>
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<td>Maintenance Materials</td>
<td>809.03</td>
<td>809.00</td>
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<td>3,111.04</td>
<td>450.00</td>
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<tr>
<td>Miscellaneous</td>
<td>-</td>
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<td>73.15</td>
<td>-</td>
<td>0.0%</td>
</tr>
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<td>13.3%</td>
<td>76.97</td>
<td>53.00</td>
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<td>Office Supplies</td>
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<td>Uniforms</td>
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<td>Membership Fees</td>
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<td>0.0%</td>
<td>9,740.00</td>
<td>8,800.00</td>
<td>-10.5%</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td>$231,727.00</td>
<td>1.2%</td>
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</table>

**GRAND TOTAL**

<table>
<thead>
<tr>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>% Var</th>
<th>Current Period</th>
<th>Year-To-Date</th>
<th>% Var</th>
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<tbody>
<tr>
<td>$55,952.95</td>
<td>$54,833.00</td>
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<td>$428,407.99</td>
<td>$428,805.00</td>
<td>-0.9%</td>
</tr>
</tbody>
</table>

Page 6 of 12
### Schedule of Expenses YTD

**For the Nine Months Ending June 30, 2019**

#### Current Period Year-To-Date

<table>
<thead>
<tr>
<th>Category</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Var</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Var</th>
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<tbody>
<tr>
<td>PERSONNEL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Salaries</td>
<td>$3,238.73</td>
<td>$3,250.00</td>
<td>($11.27)</td>
<td>-0.3%</td>
<td>$20,767.88</td>
<td>$21,000.00</td>
<td>($232.12)</td>
<td>-1.1%</td>
</tr>
<tr>
<td>Security Salaries</td>
<td>25,530.00</td>
<td>25,850.00</td>
<td>($320.00)</td>
<td>-1.2%</td>
<td>100,768.88</td>
<td>101,000.00</td>
<td>($231.12)</td>
<td>-0.2%</td>
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<tr>
<td>Social Security</td>
<td>200.79</td>
<td>200.00</td>
<td>0.79</td>
<td>0.4%</td>
<td>1,070.59</td>
<td>2,000.00</td>
<td>($929.41)</td>
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<tr>
<td>Retirement</td>
<td>267.52</td>
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<td>7.52</td>
<td>2.9%</td>
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<td>64.42</td>
<td>6,300.00</td>
<td>(6,235.58)</td>
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</tr>
<tr>
<td>Workers Compensation</td>
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<td>15.00</td>
<td>(6.21)</td>
<td>-41.6%</td>
<td>79.11</td>
<td>93.00</td>
<td>(13.89)</td>
<td>-14.9%</td>
</tr>
<tr>
<td>Medicare</td>
<td>40.86</td>
<td>55.00</td>
<td>(14.14)</td>
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<td>446.11</td>
<td>542.00</td>
<td>(95.89)</td>
<td>-17.6%</td>
</tr>
<tr>
<td>Misc. Personnel Benefits</td>
<td>1.36</td>
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<td>1.36</td>
<td>0.0%</td>
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<td></td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$29,298.00</td>
<td>$30,031.00</td>
<td>($733.00)</td>
<td>-2.4%</td>
<td>$145,534.65</td>
<td>$155,022.00</td>
<td>($9,487.35)</td>
<td>-6.1%</td>
</tr>
<tr>
<td>OPERATIONS AND MAINTENANCE</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Service</td>
<td>270.98</td>
<td>1,600.00</td>
<td>(1,329.02)</td>
<td>-83.1%</td>
<td>3,226.36</td>
<td>4,900.00</td>
<td>(1,673.64)</td>
<td>-34.1%</td>
</tr>
<tr>
<td>Drug Testing</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>105.00</td>
<td>60.00</td>
<td>45.00</td>
<td>75.0%</td>
</tr>
<tr>
<td>Advertiser PB Chamber</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>19,950.02</td>
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<td>71,235.00</td>
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Bank A Total: 543,029.36
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**Activity From: 6/1/2019 to 6/30/2019**

**SANTA ROSA ISLAND AUTHORITY (SRI)**

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**Bank Total:** 173,689.50  
**Report Total:** 716,718.86
Santa Rosa Island Authority  
Status Report on all Capital and Infrastructure Projects  
State Funded Projects  
As of June 30, 2019

## Capital Outlay

### Administration, Leasing
- **Administration, Leasing**: $1,000
- **Computer -Admin**: $2,500
- **Office Equipment**: $1,500

**Total Admin., Leasing Capital Outlay**: $5,000

### Finance
- **Accounting Software**: $5,000
- **Computer Equip**: $2,000
- **Office Equipment**: $2,000

**Total Finance Capital Outlay**: $9,000

### Environmental & Developmental Services
- **Office Furniture**: $1,000
- **Camera**: 
- **Computer Equipment**: $3,000

**Total Environmental & Devel. Serv. Capital Outlay**: $4,000

### Human Resources
- **Office Equip**: $500
- **Computer Equipment**: $2,000

**Total Human Resources**: $2,500

### Promotions & Events
- **Computer (Promotions)**
- **Office Equipment**: 

**Total Promotions & Events**: $20,500

### Infrastructure Projects
- **Quie~;ieter Beach Nourishment (Permits)**: $20,000
- **Beach Nourishment Gulf Permits**: $50,000
- **Water Tower Maintenance**: 
- **Lafitte Cove Dredging**: $65,000
- **Vision & Planning**: $10,000

**Total Infrastructure Projects**: $145,000

### Grant, Bond & Miscellaneous Funded Projects
- **Beach Restoration (Projected)**: 

**Total Grant & Bond Funded Projects**: $165,500

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<td>$15,447</td>
<td>$150,053</td>
<td>$10,053</td>
</tr>
</tbody>
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Page 12 of 12
Administrative Committee  
August 28, 2019  
Item C-2

Approval of the Acknowledgement of Repayment for the Limited Recourse Loan Agreement (Report by Mike Stebbins)

Background:

The original loan agreement was signed in March of 2017.

Recommendation:

Staff recommends approval of the Acknowledgement of Repayment for the Limited Recourse Loan Agreement.
ACKNOWLEDGEMENT OF REPAYMENT FOR LIMITED RECURS LOAN AGREEMENT

This Acknowledgement of Repayment for Limited Recourse Loan Agreement ("Acknowledgement") is made and entered into this day of , 2019, by and between SANTA ROSA ISLAND AUTHORITY ("Authority"), GARY WORK AS TRUSTEE OF THE PENSACOLA BEACH LAND TRUST ("Lessee") and ROBERT RINKE ("Lender").

RECITALS

WHEREAS, the parties entered a Limited Recourse Loan Agreement ("Loan Agreement") on or about March 22, 2017, under which Lender loaned Authority $311,000 ("Loan Proceeds") for "Facility Construction" and "Palm Tree Planting" as further described in the Loan Agreement:

WHEREAS, the Loan Agreement required repayment of the Loan Proceeds no later than August 1, 2018, out of available funds in the Island Improvement Fund;

WHEREAS, the Loan Proceeds have been and remain due and payable;

WHEREAS, there are sufficient amounts in the Island Improvement Fund to immediately repay the Loan Proceeds to the Lender in full:

Now, therefore, the parties acknowledge:

ACKNOWLEDGMENT

1. The above Recitals are true and correct.

2. The Loan Proceeds of $311,000 shall be paid in full and delivered to the Lender within fourteen (14) days of the Authority's approval of this Acknowledgment.

3. Payment of the Parties' attorneys' fees and costs relating to the drafting and negotiation of this Acknowledgement shall be paid from the Island Improvement Fund. Upon submission by a party or a party's attorney of an itemized invoice for payment of attorneys' fees and costs to the Authority, the Authority shall pay said request in full within twenty (20) days of receipt. Payment shall be either directly to the party or to the party's counsel as requested.

4. Upon payment of the Loan Proceeds and payment of attorneys' fees and costs in compliance with this Acknowledgment, there shall be no further obligation between the parties as to the Loan Agreement.

5. In the event of any litigation between the Parties arising from or relating to this Acknowledgment, the prevailing party shall be entitled to recovery of its fees and costs including, without limitation, all fees and costs incurred in establishing entitlement to and amount of fees and costs solely. Payment of fees and costs shall be from the Island Improvement Fund.
Signed, sealed and delivered in the presence of:

SANTA ROSA ISLAND AUTHORITY

Print Name: ___________________________ By: ___________________________

Print Name: ___________________________

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ______ day of _________,
2019 by _____________________, as Chairman of the Santa Rosa Island Authority.

NOTARY PUBLIC
Print Name: ___________________________

Personally known to me or
Produced identification

Type: ___________________________

[Signatures on the next page]
Signed, sealed and delivered in the presence of:

ROBERT RINKE

Print Name: __________________________

Robert Rinke

Print Name: __________________________

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ___ day of __________, 2019 by Robert Rinke

NOTARY PUBLIC
Print Name: __________________________

[Signatures on the next page]
Signed, sealed and delivered

in the presence of:

GARY WORK as TRUSTEE of the
PENSACOLA BEACH LAND TRUST

Print Name: ________________

By: _______________________

Print Name: ________________

By: Gary Work, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of __________, 2019 by Gary Work as Trustee of the Pensacola Beach Land Trust

NOTARY PUBLIC
Print Name: ________________

Personally known to me or Produced identification Type: __________________________
LIMITED RECOURSE LOAN AGREEMENT

This Limited Recourse Loan Agreement (the “Agreement”) is made and entered into this 22nd day of March, 2017 (“Effective Date”), by and between SANTA ROSA ISLAND AUTHORITY (“Authority”), GARY WORK AS TRUSTEE OF THE PENSACOLA BEACH LAND TRUST (“Lessee”) and ROBERT RINKE (“Lender”), individually and collectively referred to hereinafter as the “Party” or “Parties”.

WITNESSETH:

WHEREAS, Authority and Lessee have been engaged in ongoing efforts to complete the design and construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform across County Road 399 from the Portofino Condominiums of Pensacola Beach (“Facility Construction”); and,

WHEREAS, Authority and Lessee have been engaged in ongoing efforts to complete landscaping of certain portions of Pensacola Beach including, without limitation, the planting of palm trees (“Palm Tree Planting”); and,

WHEREAS, a Palm Tree Trimming Lift is essential to the Palm Tree Planting; and,

WHEREAS, Authority and Lessee have amended that certain Development Lease Agreement entered into between the Authority and Lessee on June 30, 1997 (“Master Lease”) in Official Record Book 4180, Page 1985 of the public records of Escambia County to allow for the use of island improvement funds under Section IV D.2.(a) of the Master Lease (“Island Improvement Funds”). The First Amendment to the Master Lease, dated April 13, 2011, is recorded at Official Record Book 6711, Page 96 of the public records of Escambia County to include such projects as the Facility Construction and the Purchase of a Palm Tree Trimming Lift;

WHEREAS, Authority and Lessee have entered into certain prior agreements to facilitate both the Facility Construction (Eighth Interim Agreement), which is attached hereto as Exhibit “A” and the Palm Tree Planting (Second, Third and Fourth Interim Agreements), which are attached hereto as Exhibits “B”, “C”, and “D” respectively; and,

WHEREAS the additional cost to complete the Facility Construction is no more than $451,430.00; and,

WHEREAS the cost to purchase a Palm Tree Trimming Lift is no more than $60,000.00; and,

WHEREAS the balance of the Island Improvement Fund, as defined herein, is $201,340.00 before the deposit of the Loan Proceeds, as defined herein; so the Island Improvement Fund has insufficient funds to complete the Facility Construction and to purchase a Palm Tree Trimming Lift; and,

WHEREAS the Authority expects a refund of approximately fifty thousand dollars
($50,000.00) from Escambia County Florida relating to that certain Seventh Interim Agreement dated September 23, 2015 for the Construction of the Pensacola Beach East Gate Entry ("Refund"), which will be deposited in the Island Improvement Fund no later than February 28, 2017; and,

WHEREAS, additional funds of $311,000.00 are needed in the Island Improvement Fund to fully fund the Facility Construction and to purchase a Palm Tree Trimming Lift; and,

WHEREAS, Lender agrees to loan funds of $311,000.00 ("Loan Proceeds") to the Island Improvement Fund on the terms set forth below; and,

WHEREAS, the Parties find that acceptance and repayment of the Loan Proceeds from the Island Improvement Fund is a proper use of the Island Improvement Fund, as the acceptance and repayment of the Loan Proceeds provides for the improvements contemplated by the Island Improvement Fund, and does so at a faster pace than would otherwise be possible without the Loan Proceeds; and,

WHEREAS the Authority and the Lessee will need to amend the Eighth Interim Agreement and the Fourth Interim Agreement in order to disburse funds, including the Loan Proceeds, from the Island Improvement Fund for the Facility Construction and for Palm Tree Trimming Lift; and,

WHEREAS the Authority and Escambia County, Florida ("County") entered into that certain inter-local agreement for the Facility Construction on May 5, 2016 (attached hereto as Exhibit "E")("IA1") and that certain interlocal agreement for the Palm Tree Planting on October 10, 2012 (attached hereto as Exhibit "F") ("IA2"); and,

WHEREAS the Authority will need to amend IA1 and IA2, subject to the amendments to the Eighth and Fourth Interim Agreements, to utilize funds from Island Improvement Fund for the Facility Construction and the purchase of the a Palm Tree Trimming Lift; and,

WHEREAS, the parties wish to memorialize the terms of the loaning of the Loan Proceeds to the Island Improvement Fund; and,

WHEREAS, the Authority approved this Agreement at its meeting on February 22, 2017: Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Agreement.

2. **Use of Loan Proceeds.** The Authority and The Lessee agree the Loan Proceeds shall only be used for purposes of completing the Facility Construction, for providing a Palm Tree Trimming Lift, and for payment of the Parties’ attorneys’ fees and all costs incurred in the drafting and negotiation of this Agreement, the amendments to the Fourth and Eighth Interim Agreements, and the amendments to IA1 and IA2.

3. **Representations by Authority.** For purposes of inducing the Lender to loan the Loan Proceeds.
Proceeds, the Authority represents:

a). The Authority has used its best efforts in determining that the Loan Proceeds, the Refund and the balance of the Island Improvement Fund as of the date of this Agreement are sufficient to complete the Facility Construction, to purchase the Palm Tree Trimming Lift, and to payment of the Parties' attorneys' fees and all costs incurred in the drafting and negotiation of this Agreement, the amendments to the Fourth and Eighth Interim Agreements, and the amendments to IA1 and IA2;

b). Following payment of the Parties’ attorneys’ fees and all costs relating to the drafting and negotiation of this Agreement and the amendments to the Fourth and Eighth Interim Agreements, and the amendments to IA1 and IA2, the funding of Facility Construction shall be the first priority for the Loan Proceeds and the balance of the Island Improvement Fund as of the date of this Agreement.

4. Non-Recourse Obligation. Notwithstanding anything to the contrary stated herein, Lender agrees that for repayment of the Loan Proceeds, the Lender will look solely and exclusively to the Island Improvement Fund, and no other assets of the Authority shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Lender, or for any payment required to be made under this Agreement, including but not limited to Litigation Attorney’s Fees and Costs under Section 13 herein.

5. Time for Repayment. Time is of the essence in repayment of the Loan Proceeds. The Authority and the Lessee agree Lender shall be repaid the Loan Proceeds in full no later than August 1, 2018 subject to the availability of funds in the Island Improvement Fund. The Lender further understands that disbursement of funds from the Island Improvement Fund is subject to the mutual agreement of the Authority and the Lessee; therefore, the Lender agrees to fully release the Authority for any damages resulting from the Lessee’s failure to timely execute the necessary documents for disbursement of funds from the Island Improvement Fund to repay the Lender the Loan Proceeds. Repayment shall be made as follows: (1) the Authority and the Lessee agree to timely execute the necessary documents to authorize the Authority to disburse no later than August 1, 2017 to the Lender all amounts not to exceed the amount of the Loan Proceeds that have accrued in the Island Improvement Fund as of July 31, 2017; (2) if the amounts accrued in the Island Improvement Fund as of July 31, 2017 are not sufficient to repay to the Lender the unpaid balance of the Loan Proceeds, the Authority and the Lessee agree to timely execute the necessary documents to authorize the Authority to disburse to the Lender all amounts not to exceed the unpaid balance of the Loan Proceeds within thirty days (30) of the receipt of funds in the Island Improvement Fund at any time funds are received and deposited into the Island Improvement Fund until such time as the Loan Proceeds are paid in full.

6. No Diversion of Funds. The Authority and the Lessee agree that no funds in the Island Improvement Funds, including but not limited to the Loan Proceeds, will be diverted or used for
any purpose other than those expressly permitted by this Agreement until the Loan Proceeds have been repaid in full. The Lender shall be provided, within a reasonable amount of time, a written accounting of the Island Improvement Fund upon request to the Authority. The Authority and the Lessee agree they shall continue to fund the Island Improvements Funds as required by the Lease and all amendments thereto.

7. **Interest:** No interest shall accrue on the Loan Proceeds at any time.

8. **Closing Date.** The closing date for the Loan Proceeds shall be 3/22/2017, at a reasonable location in Pensacola, Florida, as selected by the Lender. The Loan Proceeds shall be deposited into the Island Improvement Fund on the closing date. The terms of this Agreement shall not take effect until the Loan Proceeds are deposited into the Island Improvement Fund.

9. **Time for Payment of Attorneys’ Fees and Costs.** Upon submission by a party or a party’s attorney of an itemized invoice for payment of attorneys’ fees and costs to the Authority, the Authority shall pay said request in full within twenty (20) days of receipt of the itemized invoice either directly to the party or to the party’s counsel as requested.

10. **Default.** If payment is not made as set forth herein, or if any other material provision of this Agreement is breached by the Authority or the Lessee, and is not cured upon ten (10) business days’ written notice of the nonpayment or breach to the Authority and the Lessee (“Default”), then the Lender shall be entitled to immediate repayment of the full balance owed subject to the availability of funds in the Island Improvement Fund. However, if Authority can provide evidence that the inability to repay the Loan Proceeds is solely a result of the lack of funds in the Island Improvement Funds or the Lessee’s failure to timely execute the necessary documents for disbursement of Funds from the Island Improvement Fund for the repayment of the Loan Proceeds in spite of its best efforts and compliance with this Loan Agreement, Lender shall not be entitled to immediate repayment, but shall only be entitled to repayment of any remaining amounts owed as funds are received into the Island Improvement Fund pursuant to Section 4 herein. In the event of a Default, the Authority shall provide the Lender with a written monthly accounting of available funds in the Island Improvement Fund from the date of Default until the cure of the Default or the repayment of the Loan Proceeds, whichever occurs first.

11. **Execution of Additional Documents.** Authority, Lender and Lessee agree to acknowledge and deliver all and every such further acts, instruments, and documents required for the purpose of carrying out the intention or facilitating the performance of the terms of this Agreement.

12. **Venue.** The sole and exclusive venue for any dispute arising from or relating to this Agreement shall be the state courts of Escambia County, Florida and no other.

13. **Litigation Attorneys’ Fees and Costs.** In the event of any litigation between the Parties arising from or relating to this Agreement, the prevailing party shall be entitled to recovery of its fees and costs including, without limitation, all fees and costs incurred in establishing entitlement to and amount of fees and costs solely. Payment of fees and costs shall be from the Island Improvement Fund.
14. **WAIVER OF JURY TRIAL.** THE PARTIES AGREE THEY SHALL NOT SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

15. **Successors and Assigns Included in Parties.** Whenever in this Agreement a Party is referenced, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of Authority or Lessee or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether so expressed or not.

16. **Notices.** Any notices or disclosures made under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. The address for delivery of such notices shall be as follows (unless modified by such party in writing):

A. The address of Lender is:
   Robert Rinke
   10 Portofino Dr.
   Pensacola Beach, FL 32561

   with copies to:
   McDonald Fleming Moorhead
   719 S. Palafox Street
   Pensacola, FL 32502
   Attn: Todd Harris, Esq.

B. The address of Authority is:
   Santa Rosa Island Authority
   P.O. Box 1208
   Pensacola Beach, FL 32562
   Attn: Paolo Ghio

   with copies to:
   Michael J. Stebbins, Esquire
   504 North Baylen Street
   Pensacola, FL 32501

C. The address of the Lessee is:
   Gary Work, as Trustee of the
   Pensacola Beach Land Trust
   P.O. Box 460
   Gulf Breeze, FL 32562-0460
17. **Assignment.** No Party shall assign this Agreement without the express written consent of the other Parties.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject of this Agreement, and, except as provided for herein, all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this Agreement are canceled and superseded by the provisions of this Agreement.

19. **Non-Waiver.** No provision in this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

20. **Amendment.** No modifications or amendments to this Agreement will be permitted without prior approval of all Parties. Any and all modifications or amendments must be in writing and executed by all parties.

21. **Severability.** In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such remaining provision(s) of the Agreement legal and enforceable.

[Signatures on Next Page]
IN WITNESS WHEREOF, Borrower has caused this instrument to be executed in its name by its undersigned duly authorized managers and members as of the Effective Date.

ATTEST

Karen Sindel
Print Name: Karen Sindel
Secretary Treasurer

By: Thomas A. Campanella
Chairman

SANTA ROSA ISLAND AUTHORITY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of March, 2017 by Thomas A. Campanella as Chairman and Secretary Treasurer of the Santa Rosa Island Authority.

Jamee M. Thompson
NOTARY PUBLIC
Print Name

Personally known to me

or

Produced identification

Type:

[Signatures on the next page]
Signed, sealed and delivered in the presence of:

ROBERT RINKE

Print Name:  

Print Name:  

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of March, 2017 by Robert Rinke.

Personally known to me 

or

Produced identification 

Type: 

[Signatures on the next page]
Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Melody Better
[Signature]
Print Name: Tara quaint

GARY WORK as TRUSTEE of the
PENSACOLA BEACH LAND TRUST

By: [Signature]
Gary Work, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _1_ day of _March_,
2017 by Gary Work as Trustee of the Pensacola Beach Land Trust

[Signature]
Print Name

Personally known to me ___X___
or
Produced identification _______________
Type: ____________________________
This memo serves to describe the events of the transaction described in the LIMITED RECOURSE LOAN AGREEMENT dated 22\textsuperscript{nd} March, 2017.

The closing date for the loan was set for 3/22/2017 at which time the loan amount was committed by agreement and the instructions relayed to the bank of choice in Atlanta by Mr. Rinke. The understanding conveyed to me were that the deposit to the SRIA account would be via wire and could take up to 4 business days to transpire.

Subsequently, the full amount of the loan has been received and deposited into the SRIA account and verified by SRIA Finance department.

Paolo Ghio
EXHIBIT A

Eighth Interim Agreement
(Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach)

This Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) is effective April 19, 2016, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach; and,

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 4180 at Page 1985 of the public records of Escambia County, Florida ("Lease") to allow for the use of island improvement funds under Section IV D.2.(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated April 13, 2011 is recorded at Official Record Book 6711 at Page 96 of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.
WHEREAS the parties desire to memorialize the terms of the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach; and,

WHEREAS the actual Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach shall be accomplished by Escambia County, Florida via an Interlocal Agreement between Escambia County, Florida and the Authority subject to the execution of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach); and,

WHEREAS the parties agree that the Lessee and the Authority will not have approval rights under this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida’s procurement of the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach except as provided in the Interlocal Agreement between Escambia County, Florida and the Authority; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby
acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The recitals contained in the Preamble of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) are declared to be true and correct and are incorporated into this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach).

2. The Authority and the Lessee agree that the amounts to be withdrawn from the Island Improvement Funds, currently held by the Authority, shall be used for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach.

3. The parties hereby agree that the up to three hundred thousand ($300,000.00) dollars of Island Improvement Funds may be used for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach.

4. The parties hereby agree that the Lessee and the Authority will not have approval rights under this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk.
With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's procurement of the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach except as provided in this Interlocal Agreement between Escambia County, Florida and the Authority.

5. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

6. Any Island Improvement Funds utilized for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino
Condominiums on Pensacola Beach shall reduce the total sums to which Lessee is entitled under Section IV D.2.(a) of the Lease and the Amendment to Lease.

7. When all of the terms of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) are performed, this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) shall terminate unless otherwise agreed by the parties.

8. Entering into this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) does not commit either party to any further agreements or contracts relating to the use of Island Improvement Funds; nor is this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) to be construed to amend the Lease or the Amendment to Lease in any way.

9. The parties agree that if the terms and conditions of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom
Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state courts of Escambia County, Florida.

10. The parties agree that this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) may not be assigned without the mutual consent of both parties.

11. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.
Gary Work as Trustee of
The Pensacola Beach Land Trust

By:

By:

ATTEST:

SANTA ROSA ISLAND AUTHORITY

Dave Pavlock
Chairman

Jerry Watson
Secretary/Treasurer
Second Interim Agreement (Landscaping and Palm Tree Planting)

This Second Interim Agreement (Landscaping and Palm Tree Planting) is effective April 14, 2011, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for funding the landscaping of certain portions of the core area of Pensacola Beach along Via DeLuna to the eastern property line of the leased property known as Portofino, from the foot of the south side of the Bob Sikes Bridge along Pensacola Beach Boulevard to the core area of Pensacola Beach, and from Fort Pickens Gate Park along Fort Pickens Road to the core area of Pensacola Beach, which landscaping includes without limitation the planting of palm trees ("Landscaping and Palm Tree Planting");

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 5100 at Page 675 of the public records of Escambia County, Florida ("Lease") to allow for the use of Island Improvement funds under Section IV D.2.(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated __________ is recorded at Official Record Book _____ at Page _____ of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.
WHEREAS the parties desire to memorialize the terms of the funding for the development and execution of proposal for the Landscaping and Palm Tree Planting in this Second Interim Agreement (Landscaping and Palm Tree Planting); and

WHEREAS the Authority has appointed a Landscaping and Palm Tree Planting Committee to develop and to recommend proposals for the funding and execution of the Landscaping and Palm Tree Planting; and,

WHEREAS the parties agree that the Lessee will have certain approval rights with respect to executing the proposal for the Landscaping and Palm Tree Planting because all costs and professional fees associated with this Second Interim Agreement (Landscaping and Palm Tree Planting) shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The Authority and the Lessee agree that up to $600,000.00 of the Island Improvement Funds currently held by the Authority shall be used only for professional fees and other costs relating to the development, and execution and implementation of a proposal for the Landscaping and Palm Tree Planting.
2. The parties hereby agree that all decisions related in any way to the development, and execution and implementation of the proposal for the Landscaping and Palm Tree Planting shall be jointly approved by the Authority and the Lessee, which consent of each party may be withheld by either of Lessee or Authority in its sole and absolute discretion without regard to any standard of reasonableness.

3. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to paragraph 1 herein shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

4. Any Island Improvement Funds utilized for the Landscaping and Palm Tree Planting shall not reduce the total sums to which Lessee is entitled under Section IV D.2.(a) of the Lease and the Amendment to Lease. However, the Lessee agrees that the Island Improvement Funds utilized for the Landscaping and Palm Tree Planting pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease shall be replenished exclusively in accordance with the terms of Section IV of the Lease and the Amendment to Lease and that the Lessee shall not be entitled to have the Island Improvement Fund replenished from any other source, including but not limited to the Authority's General Fund.
5. When all of the terms of this Second Interim Agreement (Landscaping and Palm Tree Planting) are performed, this Second Interim Agreement (Landscaping and Palm Tree Planting) shall terminate unless otherwise agreed by the parties.

6. Entering into this Second Interim Agreement (Landscaping and Palm Tree Planting) does not commit either party to any further agreements or contracts relating to the Landscaping and Palm Tree Planting including but not limited funding of the Landscaping and Palm Tree Planting beyond the funding, and the source of funding, agreed upon in paragraph 1 of this Second Interim Agreement (Landscaping and Palm Tree Planting); nor is this Second Interim Agreement (Landscaping and Palm Tree Planting) to be construed to amend the Lease or the Amendment to Lease in any way.

7. The parties agree that if the terms and conditions of this Second Interim Agreement (Landscaping and Palm Tree Planting) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state court in Escambia County, Florida.

8. The parties agree that this Second Interim Agreement
(Landscaping and Palm Tree Planting) may not be assigned without the mutual consent of both parties.

9. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

Gary Work as Trustee of
The Pensacola Beach Land Trust

By:

Its:

ATTEST:

SANTA ROSA ISLAND AUTHORITY

Vernon Prather
Secretary/Treasurer

Eliwn D. Guernsey
Chairman
EXHIBIT C

Third Interim Agreement
(Palm Tree Planting – Phase 2)

This Third Interim Agreement (Palm Tree Planting – Phase 2) is effective January 8, 2014, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for funding the landscaping of along Via DeLuna between Avenida 23 to the eastern property line of the leased property known as Portofino, which landscaping includes without limitation the planting of palm trees ("Palm Tree Planting – Phase 2");

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 5100 at Page 675 of the public records of Escambia County, Florida ("Lease") to allow for the use of Island Improvement funds under Section IV D.2.(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated April 13, 2011 is recorded at Official Record Book 6711 at Page 96 of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.

WHEREAS the parties desire to memorialize the terms of the funding for the development and execution of proposal for the Palm Tree Planting – Phase 2; and
WHEREAS the Palm Tree Planting – Phase 2 shall be executed via a change order to the Landscaping and Palm Tree Planting, which is covered under the Second Interim Agreement executed by the parties on April 14, 2011 and which is being executed by Escambia County, Florida via a contract with a private vendor using Section 1 (Landscape Work) of the Via Deluna Landscape and Roadway Improvements dated October 15, 2013 as the general guidelines (Exhibit A); and,

WHEREAS the parties agree that the Lessee will have certain approval rights with respect to executing the proposal for the Palm Tree Planting – Phase 2 shall be executed because all costs and professional fees associated with Third Interim Agreement (Palm Tree Planting - Phase 2) shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The Authority and the Lessee agree that up to $535,000.00 of the Island Improvement Funds currently held by the Authority shall be used only for professional fees and other costs relating to the execution of the Palm Tree Planting - Phase 2.

2. The parties hereby agree that all decisions related in any way to the execution of the Palm Tree Planting - Phase 2 shall be jointly approved by
the Authority and the Lessee, which consent of each party may be withheld by either of Lessee or Authority in its sole and absolute discretion without regard to any standard of reasonableness.

3. Section 1 (Landscape Work) of the Via Deluna Landscape and Roadway Improvements dated October 15, 2013 shall be used as the general guidelines (Exhibit A) for the execution of the Palm Tree Planting – Phase 2.

4. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to paragraph 1 herein shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

5. Any Island Improvement Funds utilized for the Palm Tree Planting - Phase 2 shall reduce the total sums to which Lessee is entitled under Section IV D.2.(a) of the Lease and the Amendment to Lease.

6. When all of the terms of this Third Interim Agreement (Palm Tree Planting - Phase 2) are performed, this Third Interim Agreement (Palm Tree Planting - Phase 2) shall terminate unless otherwise agreed by the parties.

7. Entering into this Third Interim Agreement (Palm Tree Planting - Phase 2) does not commit either party to any further agreements or
contracts relating to the Palm Tree Planting - Phase 2 including but not limited funding of the Palm Tree Planting - Phase 2 beyond the funding, and the source of funding, agreed upon in paragraph 1 of this Third Interim Agreement (Palm Tree Planting - Phase 2); nor is this Third Interim Agreement (Palm Tree Planting - Phase 2) to be construed to amend the Lease or the Amendment to Lease in any way.

8. The parties agree that if the terms and conditions of this Third Interim Agreement (Palm Tree Planting - Phase 2) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state court in Escambia County, Florida.

9. The parties agree that this Third Interim Agreement (Palm Tree Planting - Phase 2) may not be assigned without the mutual consent of both parties.

10. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.
Gary Work as Trustee of
The Pensacola Beach Land Trust

By:
its:

ATTEST:
Janice Gilley
Secretary/Treasurer

SANTA ROSA ISLAND AUTHORITY
Tammy Bohannon
Chairwoman
This Fourth Interim Agreement (Palm Tree Planting – Phase 3) is effective December 11, 2014, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for funding the landscaping along Fort Pickens Road between Via de Luna and Fort Pickens Gate Park, which landscaping includes without limitation the planting of approximately 1000 palm trees ("Palm Tree Planting – Phase 3");

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 5100 at Page 675 of the public records of Escambia County, Florida ("Lease") to allow for the use of island improvement funds under Section IV D.2.(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated April 13, 2011 is recorded at Official Record Book 6711 at Page 96 of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.

WHEREAS the parties desire to memorialize the terms of the funding for the development and execution of the proposal for the Palm Tree Planting – Phase 3; and
WHEREAS the Palm Tree Planting – Phase 3 shall be executed via a change order to the Landscaping and Palm Tree Planting, which is covered under the Second Interim Agreement executed by the parties on April 14, 2011 and which is being executed by Escambia County, Florida via a contract with a private vendor using Section 1 (Landscape Work) of the Via de Luna Landscape and Roadway Improvements dated October 15, 2013 as the general guidelines (Exhibit A); and,

WHEREAS the parties agree that the Lessee will have certain approval rights with respect to executing the proposal for the Palm Tree Planting – Phase 3 because all costs and professional fees associated with Fourth Interim Agreement (Palm Tree Planting - Phase 3) shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The Authority and the Lessee agree that up to $200,000.00 of the Island Improvement Funds currently held by the Authority shall be used only for professional fees and other costs relating to the execution of the Palm Tree Planting - Phase 3.

2. The parties hereby agree that all decisions related in any way to the execution of the Palm Tree Planting - Phase 3 shall be jointly approved by
the Authority and the Lessee, which consent of each party may be withheld by either of Lessee or Authority in its sole and absolute discretion without regard to any standard of reasonableness.

3. Section 1 (Landscape Work) of the Via de Luna Landscape and Roadway Improvements dated October 15, 2013 shall be used as the general guidelines (Exhibit A) for the execution of the Palm Tree Planting – Phase 3.

4. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to paragraph 1 herein shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

5. Any Island Improvement Funds utilized for the Palm Tree Planting - Phase 3 shall reduce the total sums to which Lessee is entitled under Section IV D.2.(a) of the Lease and the Amendment to Lease.

6. When all of the terms of this Fourth Interim Agreement (Palm Tree Planting - Phase 3) are performed, this Fourth Interim Agreement (Palm Tree Planting - Phase 3) shall terminate unless otherwise agreed by the parties.

7. Entering into this Fourth Interim Agreement (Palm Tree Planting - Phase 3) does not commit either party to any further agreements or
contracts relating to the Palm Tree Planting - Phase 3 including but not limited to funding of the Palm Tree Planting - Phase 3 beyond the funding, and the source of funding, agreed upon in paragraph 1 of this Fourth Interim Agreement (Palm Tree Planting - Phase 3); nor is this Fourth Interim Agreement (Palm Tree Planting - Phase 3) to be construed to amend the Lease or the Amendment to Lease in any way.

8. The parties agree that if the terms and conditions of this Fourth Interim Agreement (Palm Tree Planting - Phase 3) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state court in Escambia County, Florida.

9. The parties agree that this Fourth Interim Agreement (Palm Tree Planting - Phase 3) may not be assigned without the mutual consent of both parties.

10. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.
Gary Work as Trustee of
The Pensacola Beach Land Trust

By:
Its:

ATTEST:
Thomas Campanella
Secretary/Treasurer

SANTA ROSA ISLAND AUTHORITY
Tammy Bohannon
Chairwoman
Gary Work as Trustee of
The Pensacola Beach Land Trust

By:

Its:

ATTEST:

SANTA ROSA ISLAND AUTHORITY

Dave Pavlock  Tammy Bohannon
Acting Secretary/Treasurer  Chairwoman
STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE DESIGN AND CONSTRUCTION OF A PUBLIC RESTROOM FACILITY AND BOARDWALK WITH OBSERVATION PLATFORM ACROSS COUNTY ROAD 399 FROM THE PORTOFINO CONDOMINIUMS ON PENSACOLA BEACH, FLORIDA

THIS AGREEMENT is made this 5th day of May, 2016, by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA has agreed to contribute Island Improvement Funds, as defined per Section IV, D.2(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the design and construction of a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums; and

WHEREAS, at the time of the execution of this Agreement the total amount of Island Improvement Funds available is two hundred and forty thousand ($240,000.00) dollars, but it is anticipated that an additional two hundred and forty-nine thousand two hundred and sixty-eight dollars and twenty-five cents ($249,268.25) will be available on or before July 1, 2016; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to design and construct a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach.
NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA shall contribute Island Improvement Funds for the County to design and construct a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach (hereinafter referred to as the "Project").

Section 2. Responsibilities of the Parties.

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed three hundred thousand dollars ($300,000.00) ("Sum") for the Project as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Project from any source other than Island Improvement Funds. The first draw on the Sum shall be for no more than two hundred thousand dollars ($200,000.00) ("First Draw") and the SRIA will transfer the First Draw to the County on May 16, 2016 minus ten thousand dollars ($10,000.00) to cover expenses outlined in paragraph 5 of the Eighth Interim Agreement between the SRIA and Gary Work as Trustee of The Pensacola Beach Land Trust. The final draw on the Sum shall be for no more than one hundred thousand dollars ($100,000.00) ("Final Draw") and the SRIA will transfer the Final Draw to the County on July 15, 2016.

2.2 County shall be responsible for initiating, administering, and concluding the public procurement process for the Project.

2.3 Upon the SRIA's request, County shall provide copies of all financial records relating to the Project.

2.4 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the Project will be returned to the SRIA in the form of a negotiable instrument.

2.5 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of the Eighth Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.
Section 3. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 4. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties’ records shall subject to audit after reasonable notice.

Section 5. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 6. Assignment.

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
Section 7. **Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 8. **Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 9. **Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 10. **Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 11. **Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 12. **Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:
Notices shall be sent to:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:
Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Section 13. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.


The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 15. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Effective Date.
This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners
Escambia County, Florida

Grover C. Robinson, IV, Chairman

Date Executed: 5/6/2016

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: 
Dave Pavlock, Chairman
Date: April 13, 2016

ATTEST:
PAM CHILDERS
Clerk of the Circuit Court

By: Jerry Watson, Secretary/Treasurer

Approved as to form and legal sufficiency

BCC Approved 05-05-2016
Agreement Between Escambia County, Florida 
And 
The Santa Rosa Island Authority 

This Agreement (the “Agreement”), is entered into this 10th day of October 2012, by and between the Escambia County, Florida, a political subdivision of the State of Florida (the “County”) with administrative offices at 221 Palafox Place, Pensacola, FL 32502, and the Santa Rosa Island Authority, created and existing under the laws of the State of Florida (hereafter referred to as the “SRIA”) with administrative offices at 1 Via de Luna, Pensacola Beach, FL 32562–1208 (each at times referred to as a “Party” or “Parties”).

Witnesseth:

WHEREAS There is established a category of island improvement funds under Section IV of the Development Lease Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded in Book 4180 at Page 1985 of the public records of Escambia County, Florida and dated June 1, 1997 (“Lease”). The island improvement funds are to be utilized, among other things, for capital improvements and operation expenses to maintain capital improvements for underground utilities, landscaping and reclaimed water for Via de Luna from the core area of Pensacola Beach to the leased property under the Lease (“Improvement Funds”).

WHEREAS The Lease was amended to expand the uses of the Improvement Funds to include landscaping, transportation, tourism development, and island lifestyle enhancement throughout Santa Rosa Island and original use in the Lease by that First Amendment to Development Lease Agreement recorded in Book 6711 at Page 96 of the public records of Escambia County and dated April 13, 2011 (“Amended Lease”).
WHEREAS The SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust entered into that certain Second Interim Agreement (Landscaping and Palm Tree Planting) on April 14, 2011 for the landscaping of certain portions of the core area of Pensacola Beach along Via de Luna to the eastern property line of the leased property known as Portofino, from the foot of the south side of the Bob Sikes Bridge along Pensacola Beach Boulevard to the core area of Pensacola Beach, and from Fort Pickens Gate Park along Fort Pickens Road to the core area of Pensacola Beach, which landscaping includes without limitation the planting of palm trees ("Landscaping and Palm Tree Planting") using no more than six hundred thousand ($600,000.00) dollars from Improvement Funds for the Landscaping and Palm Tree Planting.

WHEREAS The County, at the County's expense and through the County's engineering firm, has prepared the bid specifications for the Landscaping and Palm Tree Planting.

WHEREAS The SRIA has agreed to pay the County up to five hundred thousand ($500,000.00) dollars from Improvement Funds for the County to bid for the Landscaping and Palm Tree Planting and execute the contract with the successful bidder for the Landscaping and Palm Tree Planting through completion of the contract with the successful bidder.

Now, Therefore, In consideration of the mutual terms and conditions, promises, and covenants of this Agreement, the County and the SRIA agree as follows:

1. **Recitals.** The recitals contained in the Preamble of this Agreement are accepted as true and are incorporated with this Agreement.
2. Authority. This Agreement is entered into pursuant to Section 163.01, Florida Statutes and all other applicable provisions of law, as amended and supplemented from time to time.

3. The Parties agree to the following:

A. The SRfA agrees to pay the County up to five hundred thousand ($500,000.00) dollars from Improvement Funds for the County to bid for the Landscaping and Palm Tree Planting and execute the contract with the successful bidder for the Landscaping and Palm Tree Planting through completion of the contract with the successful bidder.

B. The above referenced five hundred thousand ($500,000.00) dollars can be drawn by the County from the SRIA in such increments and at such times as the County deems prudent by giving the SRIA fifteen (15) business days written notice ("Notice"). Upon receipt of the Notice, the SRIA shall transfer the requested funds up to five hundred thousand ($500,000.00) dollars within ten (10) business days of the Notice.

C. The County shall oversee the Landscaping and Palm Tree Planting Project and County decisions regarding procurements, vegetation type, vegetation placement, engineering or other like decisions shall not be subject to veto or alteration by the SRIA Board, SRIA staff or any other private or interested party.
4. **Duration.** This Agreement shall remain in effect until the completion of the Landscaping and Palm Tree Planting contract with the successful bidder.

5. **Termination.** This Agreement may be terminated for the convenience of any Party after sixty (60) days written notice is given to the other Party. The Parties shall fulfill their outstanding obligations under this Agreement prior to the expiration of the 60-day period. Any unused funds or funds not otherwise committed under this Agreement received by the County from the SRIA pursuant to Section 3 herein shall be returned to the SRIA with thirty (30) days of the termination of this Agreement.

6. **Effective Date.** This Agreement shall become effective when filed in the Office of the Clerk of the Court of Escambia County, Florida.

7. **Liability.** The Parties hereto, the respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of any other Party. The County and the SRIA agree to be fully responsible for the negligent acts or omissions of their respective elected or appointed officials, employees, contractors, agents, successor and/or assigns, which result in claims, or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by such acts or omissions. No Party shall at any time shall be responsible for negligent or tortious acts of any Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which state sovereign immunity applies and nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.

8. **Public Records.** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents
may be subject to disclosure to any member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may without prejudice to any right or remedy and after giving that Party seven days written notice ("Notice Period"), during which Notice Period the Party fails to allow access to such records, terminate this Agreement.

9. **All Prior Agreements Superseded.**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions of the Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity of the Agreement.

10. **Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section of the Agreement.
11. **Survival.** All of the provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. **Interpretation.**

   (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings are used in accordance with such recognized meanings.

   (b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of the Agreement.

14. **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid or unenforceable portion or provision of this Agreement shall be deemed severed from this Agreement and the balance the Agreement shall be construed and enforced as if the Agreement did not contain any such invalid or unenforceable portion or provision.
15. **Further Documents.** The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

16. **No Waiver.** The failure of a Party to insist upon the strict performance of the terms and conditions the Agreement shall not constitute, nor be construed as, a waiver or relinquishment of any other provision of either Party's right to thereafter enforce the same in accordance with this Agreement.

17. **Notices.** All notices required are made pursuant to this Agreement by either Party to the other Party shall be in writing and delivered by hand or by United States Postal Service Certified U.S. Mail, postage prepaid, return receipt requested, addressed to the following:

<table>
<thead>
<tr>
<th>To The County</th>
<th>To The SRIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles R. &quot;Randy&quot; Oliver</td>
<td>W.A. &quot;Buck&quot; Lee</td>
</tr>
<tr>
<td>County Administrator</td>
<td>Executive Director</td>
</tr>
<tr>
<td>221 Palafox Place, Room 420</td>
<td>1 Via de Luna</td>
</tr>
<tr>
<td>Post Office Box 1591</td>
<td>Post Office Drawer 1208</td>
</tr>
<tr>
<td>Pensacola, FL 32597</td>
<td>Pensacola Beach, FL 32562</td>
</tr>
</tbody>
</table>

Either Party may change its above-noted address by giving written notice to the other Party in accordance with the requirements of this section.

**In Witness Whereof,** the Parties hereto have made and executed this Agreement on the respective dates under each signature. The County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by action of the Board of County Commissioners on this _____ day of _____ 2012, and the SRIA, by and through its Chairman, duly authorized to execute same by the Board of the SRIA on the 10 day of October, 2012.
Escambia County Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners

By:  
Wilson B. Robertson, Chairman

Date: November 1, 2012

Attest:  
Ernie Lee Magaha  
Clerk of the Circuit Court

By:  
Santa Rosa Island Authority:

By:  
Dave Pavlock, Chairman

Attest:  
Thomas Campanella  
Secretary/Treasurer