1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF MEDITATION
4. APPROVAL OF MINUTES (Regular Board Meeting – 8/14/2019)
5. CHANGES OR ADDITIONS TO AGENDA
6. ADOPTION OF AGENDA
7. CHAIRMAN’S COMMENTS
8. COMMISSIONER BENDER’S COMMENTS
9. PENSACOLA BEACH VISITOR’S INFORMATION CENTER

CONSENT AGENDA

10. COMMITTEE REPORTS

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, MS. JANICE GILLEY
CHAIRMAN, MS. LIZ CALLAHAN AND MS. KAREN SINDEL, 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)

The Committee approved staff’s recommendation.

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)

The Committee approved staff’s recommendation.

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)

The Committee approved staff’s recommendation

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)

The Committee approved staff’s recommendation.

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)

The Committee approved staff’s recommendation.

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

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

The Committee unanimously accepted the report on Financial Statements and Expenditures as presented.

REGULAR AGENDA

11. Old Business:

Item # 1 – Approval of the Acknowledgement of Repayment for the Limited Recourse Loan Agreement (Report by Mike Stebbins)

12. REPORTS

A. ATTORNEY’S REPORT
SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING
SEPTEMBER 11, 2019
5:00 P.M.

B. ENGINEER'S REPORT
C. DEVELOPMENT SERVICES DIRECTOR REPORT

13. VISITOR'S FORUM
14. BOARD MEMBER'S FORUM
15. ADJOURN

KAREN SINDEL, CHAIRMAN
BRIGETTE BROOKS, VICE CHAIRMAN
THOMAS CAMPANELLA, SECRETARY/TREASURER
JERRY WATSON, ACTING SECRETARY/TREASURER
LIZ CALLAHAN, MEMBER
BUBBA PETERS, MEMBER
PAOLO GHIO, EXECUTIVE DIRECTOR

(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.)
### MONTH AT A GLANCE

**HOW DID YOU DISCOVER PENSACOLA BEACH?**

<table>
<thead>
<tr>
<th>HOW CID DID YOU DISCOVER PENSACOLA BEACH?</th>
<th>Aug-19 Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
<th>MONTH TOTAL</th>
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<tbody>
<tr>
<td>Advertising</td>
<td>17</td>
<td>39</td>
<td>33</td>
<td>32</td>
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<td>Business</td>
<td>3</td>
<td>5</td>
<td>2</td>
<td>5</td>
<td>6</td>
<td>18</td>
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<td>Event/Group</td>
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<td>Friend/Relative</td>
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<td>141</td>
<td>80</td>
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<td>Guide</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>Been Here before</td>
<td>17</td>
<td>109</td>
<td>62</td>
<td>64</td>
<td>69</td>
<td>321</td>
</tr>
<tr>
<td>Internet</td>
<td>27</td>
<td>58</td>
<td>60</td>
<td>50</td>
<td>63</td>
<td>258</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>111</strong></td>
<td><strong>352</strong></td>
<td><strong>247</strong></td>
<td><strong>165</strong></td>
<td><strong>239</strong></td>
<td><strong>1114</strong></td>
</tr>
<tr>
<td><strong>TOTAL # NOT SIGNED IN</strong></td>
<td><strong>42</strong></td>
<td><strong>95</strong></td>
<td><strong>103</strong></td>
<td><strong>94</strong></td>
<td><strong>106</strong></td>
<td><strong>440</strong></td>
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<tr>
<td><strong>TOTAL SIGNING IN</strong></td>
<td><strong>153</strong></td>
<td><strong>447</strong></td>
<td><strong>350</strong></td>
<td><strong>259</strong></td>
<td><strong>345</strong></td>
<td><strong>1554</strong></td>
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<tr>
<td><strong>TOTAL VISITORS</strong></td>
<td><strong>153</strong></td>
<td><strong>447</strong></td>
<td><strong>350</strong></td>
<td><strong>259</strong></td>
<td><strong>345</strong></td>
<td><strong>1554</strong></td>
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<td><strong>0</strong></td>
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<tr>
<td><strong>TOTAL PHONE CALLS</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
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<tr>
<td><strong>TOTAL GUIDES DISTRIBUTED</strong></td>
<td><strong>20</strong></td>
<td><strong>51</strong></td>
<td><strong>50</strong></td>
<td><strong>53</strong></td>
<td><strong>43</strong></td>
<td><strong>217</strong></td>
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<tr>
<td><strong>TOTAL E-MAIL</strong></td>
<td><strong>13</strong></td>
<td><strong>27</strong></td>
<td><strong>11</strong></td>
<td><strong>7</strong></td>
<td><strong>13</strong></td>
<td><strong>71</strong></td>
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<tr>
<td><strong>Eco Trail Maps Distributed:</strong></td>
<td><strong>367</strong></td>
<td><strong>1038</strong></td>
<td><strong>833</strong></td>
<td><strong>644</strong></td>
<td><strong>800</strong></td>
<td><strong>3682</strong></td>
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<tr>
<td><strong>Rain Days for the Month:</strong></td>
<td><strong>0</strong></td>
<td><strong>3</strong></td>
<td><strong>0</strong></td>
<td><strong>5</strong></td>
<td><strong>3</strong></td>
<td><strong>11</strong></td>
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<tr>
<td><strong>Guides to Businesses</strong></td>
<td><strong>50 guides</strong></td>
<td><strong>50 guides</strong></td>
<td><strong>50 guides</strong></td>
<td><strong>50 guides</strong></td>
<td><strong>50 guides</strong></td>
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<td><strong>Trolley Maps to Businesses</strong></td>
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<td><strong>0 trolley maps</strong></td>
<td><strong>0 trolley maps</strong></td>
<td><strong>0 trolley maps</strong></td>
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#### 2018 TEMPS 2019 TEMPS

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
</tr>
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<tbody>
<tr>
<td>Week 1</td>
<td>87</td>
<td>91</td>
</tr>
<tr>
<td>Week 2</td>
<td>89</td>
<td>89</td>
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<td>Week 3</td>
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<td>Week 4</td>
<td>86</td>
<td>84</td>
</tr>
<tr>
<td>Week 5</td>
<td>89</td>
<td>91</td>
</tr>
<tr>
<td>AVERAGE TEMPERATURE</td>
<td>89</td>
<td>91</td>
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</table>
## Pensacola Beach Visitor Information Center
### August 2019

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Visitors</strong></td>
<td>1554</td>
<td>2036</td>
</tr>
<tr>
<td><strong>Total Not Signing In</strong></td>
<td>440</td>
<td>303</td>
</tr>
<tr>
<td><strong>Total Signing In</strong></td>
<td>1114</td>
<td>1733</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>How Did You Discover Pensacola Beach?</strong></th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
<td>128</td>
<td>78</td>
</tr>
<tr>
<td>Business</td>
<td>18</td>
<td>19</td>
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<tr>
<td>Event/Group</td>
<td>33</td>
<td>135</td>
</tr>
<tr>
<td>Friend/Relative</td>
<td>356</td>
<td>578</td>
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<tr>
<td>Guide</td>
<td>0</td>
<td>24</td>
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<tr>
<td>Here Before</td>
<td>321</td>
<td>546</td>
</tr>
<tr>
<td>Internet</td>
<td>258</td>
<td>353</td>
</tr>
</tbody>
</table>

| **Total Email Addresses**               | 71   | 58   |
| **Total Wedding Calls**                 | 0    | 0    |
| **Total Phone Calls**                   | 286  | 397  |
| **Total Mailouts**                      | 56   | 105  |

<table>
<thead>
<tr>
<th><strong>Top 5 States</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas</td>
<td>170</td>
<td>Texas</td>
</tr>
<tr>
<td>Florida</td>
<td>118</td>
<td>Florida</td>
</tr>
<tr>
<td>Louisiana</td>
<td>90</td>
<td>Alabama</td>
</tr>
<tr>
<td>Alabama</td>
<td>69</td>
<td>Ohio</td>
</tr>
<tr>
<td>Missouri</td>
<td>60</td>
<td>Tennessee</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Top 3 International</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada</td>
<td>17</td>
<td>Canada</td>
</tr>
<tr>
<td>Belgium</td>
<td>11</td>
<td>Mexico</td>
</tr>
<tr>
<td>Germany</td>
<td>9</td>
<td>Germany</td>
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</tbody>
</table>
## Top 5 States with City Detail

<table>
<thead>
<tr>
<th>State</th>
<th>City</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>San Antonio</td>
<td>53</td>
<td></td>
</tr>
<tr>
<td>San Angelo</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Florida</strong></td>
<td></td>
<td></td>
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<tr>
<td>Pensacola</td>
<td>41</td>
<td></td>
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<tr>
<td>Gulf Breeze</td>
<td>25</td>
<td></td>
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<tr>
<td>Tallahassee</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Sarasota</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Winter Park</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td><strong>Louisiana</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Orleans</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>Baton Rouge</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Broussard</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Beaumont</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Lake Charles</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td><strong>Alabama</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birmingham</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Hoover</td>
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<td></td>
</tr>
<tr>
<td>Daphne</td>
<td>9</td>
<td></td>
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<tr>
<td>Gulf Shores</td>
<td>5</td>
<td></td>
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<tr>
<td>Fairhope</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>Ohio</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dayton</td>
<td>38</td>
<td></td>
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<tr>
<td>Akron</td>
<td>22</td>
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<tr>
<td>Cleveland</td>
<td>16</td>
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<tr>
<td>Dublin</td>
<td>15</td>
<td></td>
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<tr>
<td>Findlay</td>
<td>9</td>
<td></td>
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<tr>
<td><strong>Tennessee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knoxville</td>
<td>40</td>
<td></td>
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<tr>
<td>Gatlinburg</td>
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<tr>
<td>Nashville</td>
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<td>Memphis</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Clarksville</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
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 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.

Committee Action:

The Committee unanimously approved the 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, including hardscape, in accordance with all applicable codes and regulations.
September 11, 2019  
Regular Board Meeting  
Architectural & Environmental Committee  
Consent Agenda Item A - 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)

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.

Committee Action:

The Committee unanimously approved 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.
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.

**Committee Action:**

The Committee unanimously approved 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.
September 11, 2019
Regular Board Meeting
Development & Leasing Committee
Consent Item B-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)

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.

Committee Action:

The Committee unanimously approved 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, (regardless of where/how the charter reservations were generated) in accordance with all applicable local, state, and federal codes and regulations.
September 11, 2019
Regular Board Meeting
Development & Leasing Committee
Consent Item B-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)

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.

Committee Action:

The Committee unanimously approved 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.
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.

Committee Action:

The Committee unanimously accepted the Report on Financial Statements and Expenditures as presented.
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.

Committee Action:
The Committee decided to move this to the September 11, 2019, Regular Agenda, Old Business for further discussion.
ACKNOWLEDGEMENT OF REPAYMENT FOR LIMITED REcourse 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 Acknowledgment 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: ____________________

Personally known to me ____________
or
Produced identification ____________
Type: ____________________

[Signatures on the next page]
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 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, 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 Loan Proceeds, the Authority and the Lessee agree to timely execute the necessary documents to authorize the Authority to disburse no later than August 1, 2018 to the Lender all amounts not to exceed the unpaid balance of the Loan Proceeds that have accrued in the Island Improvement Fund as of July 31, 2018; and (3) if the amounts accrued in the Island Improvement Fund as of July 31, 2018 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 3/23/2017, 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 29 day of March, 2017 by Thomas Campanella, as Chairman and Secretary Treasurer of the Santa Rosa Island Authority.

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.

Print Name:  

Personally known to me or
Produced identification 
Type:

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

[Signature]
Print Name: [Print Name]

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 7 day of March, 2017 by Gary Work as Trustee of the Pensacola Beach Land Trust

[Signature]
JAMEE M. THOMPSON
NOTARY PUBLIC
Print Name

Personally known to me

or

Produced identification
Type:

JAMEE M. THOMPSON
Notary Public - State of Florida
Commission # FF 99248
My Comm. Expires Feb 14, 2020
Bonded through National Notary Assn.
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
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 not 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 be null and void and of no effect.
Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofoino 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 Portofoino 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:

Its:

ATTEST:

SANTA ROSA ISLAND AUTHORITY

Jerry Watson
Secretary/Treasurer

Dave Pavlock
Chairman
EXHIBIT B

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, 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, 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

[Signature]

By:
Lts:

ATTEST:

Vernon Prather
Secretary/Treasurer

SANTA ROSA ISLAND AUTHORITY

Elwyn 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 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
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
850-595-4980

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

[Signature]
Grover C. Robinson, IV, Chairman

Date Executed: 5/16/2016

ATTEST:
PAM CHILDERS
Clerk of the Circuit Court

ATTEST:
By: Jerry Watson, Secretary/Treasurer

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

By: [Signature]
Dave Pavlock, Chairman

Date: April 13, 2016

Approved as to form and legal sufficiency.

By: [Signature]
Date: [Signature]

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 SRIA 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:

   **To The County**
   
   Charles R. "Randy" Oliver  
   County Administrator  
   221 Palafox Place, Room 420  
   Post Office Box 1591  
   Pensacola, FL 32597  

   **To The SRIA**
   
   W.A. "Buck" Lee  
   Executive Director  
   1 Via de Luna  
   Post Office Drawer 1208  
   Pensacola Beach, FL 32562

   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

Santa Rosa Island Authority:

By: Dave Pavlock, Chairman

Attest: Thomas Campanella
Secretary/Treasurer
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<td>SRIAT15.14 (Casa Pileta)</td>
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<td>SRIAT15.17 (Hargrove)</td>
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<td>SRIAT15.55 (Reynolds)</td>
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<td>SRIAT16.11 (Do, Dung Tien - PI)</td>
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<td>SRIAT16.45 (4 Ensenada Quatro)</td>
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**TOTALS FOR SRIA** $5,588.02
Via Email
Paolo Ghio
Executive Director
Santa Rosa Island Authority
P. O. Box 1208
Pensacola Beach, FL 32561

Re: Attorney’s Report for the September 11, 2019 Board Meeting

Dear Paolo:

Enclosed is the Attorney’s Report for the September 11, 2019 Santa Rosa Island Authority Board Meeting.

The Attorney’s Report reflects items for which I have been asked to do work on behalf of the Santa Rosa Island Authority. If there are any matters on the agenda for the September 11, 2019 Santa Rosa Island Authority Board Meeting not reflected in my report for which you seek my input, please let me know. Thanks.

Sincerely,

MICHAEL J. STEBBINS, P.L.

Michael J. Stebbins
For the Firm

MJS
Enclosure
pc: Robbie Schrock (w/encl. via email)
   Jamee Thompson (w/encl. via email)
   Vickie Johnson (w/encl. via email)
ATTORNEY’S REPORT – September 11, 2019

I. Lease Defaults Pending

A. Residential – ACTIVE

2. 1114 Beach Rental LLC (2019 Default – 40614) (September 3, 2019)

B. Residential & Commercial – ON STAFF HOLD

NONE

C. Commercial – ACTIVE

NONE

II. Litigation/Claims

A. Pensacola Beach, Inc., et. al. v. American Fidelity Life Insurance Company, et. al. Case No. 2013-CA-002311 (Litigation): These plaintiffs have filed a claim for money damages against the SRIA and other defendants for slander of title, tortious interference with a contract and a business relationship, conspiracy, and violation of Florida’s Anti-Trust Act. A defendant, American Fidelity Life Insurance Company, has named the SRIA as a cross-claim defendant in the above case but is only seeking a declaratory judgement about the Pensacola Beach, Inc. master lease and the SRIA appears to have been named by American Fidelity in its claim because of the SRIA’s interests in that master lease. American Fidelity is not seeking any damages against the SRIA.
**Status:** Oral argument was conducted on Wednesday, February 20, 2019 at 1PM at the Okaloosa County Court House in Crestview. An opinion from the Appeals Court is pending.

**B. Dung Then Do, et. al. v. Santa Rosa Island Authority, et. al., Case No. 2018 CA 001548 (Litigation):** This is a claim for personal injury. Mr. Do claims that on November 27, 2014 he was injured while walking across County Road 399 at Portofino because his vision was obstructed by extensive untrimmed sabal palm trees (planted at the direction of the County) in the County right of way along the side of County Road 399. Mr. Do’s wife is a plaintiff in the case on a loss of consortium claim. The SRIA is one of 8 defendants named in the lawsuit. The SRIA denied the claim because a review of the circumstances indicates that the injury occurred on a road owned by Escambia County. Moreover, the right of way where the sabal palms are located is the right of way of Escambia County over which the Santa Rosa Island Authority has no control. Finally, the Santa Rosa Island Authority did not maintain or plant the sabal palms nor was the Santa Rosa Island Authority responsible for the planting or maintenance of the sabal palms or the design of the landscaping.

**Status:** Another case, Do v. Levin, et al., 2018CA001859 has been consolidated with this case. The issues in the consolidated case are nearly identical to this case. The defendants in that case are Levin-Rinke Development, Inc., Baskerville-Dévan and Robert Rinke. Discovery is ongoing. The Plaintiffs are scheduled for depositions on September 9, 2019. A hearing is scheduled on October 23, 2019 for the court to hear the motion to dismiss/ or for more definite statement filed by defendants Portofino Island Resort and Spa, Portofino Management Co., Portofino Master Homeowners HOA, Portofino Tower Five HOA, and Portofino Property, Inc. The parties are also in the process of scheduling the depositions of the driver of the vehicle involved in the accident and the Escambia County Director of Public Works.

**C. Santa Rosa Island Authority v. Gange, et. al., Case No. 2019 CA 001111 (Litigation):** This is a lease termination case based on the lessee’s failure to abide by the terms of its lease as it relates to its use of the premises as the lessee’s residence.

**Status:** An Amended Complaint has been filed. The mortgage was assigned, so a new mortgagee was added and needs to be served (the mortgage assignment was not recorded – so it was not included in the title search). New summons will be issued for all the defendants, including the new mortgagee (this will also cure an alleged defect in the service of Defendant Gange).

**D. Formal Administrative Claims**

None

**E. Informal Claims**

None
III. Other Matters Pending

A. Prepare additional revisions to the ordinance proposed by Commissioner Bender per the request of SRIA Staff and advise SRIA Staff regarding inquiries about the proposed ordinance
B. Advise and assist SRIA Staff regarding repayment of the loan to the Island Improvement Fund
C. Advise and Assist SRIA Staff regarding a proposed license with the ECUA for sand storage
D. Advise and assist SRIA Staff regarding statutory website requirements
E. Advise and Assist SRIA Staff regarding whether a certain sublease in Spanish Village Cove is actually a lease
F. Advise & assist SRIA Staff regarding a proposed financing of the Shaggy's leasehold
G. Advise and assist the SRIA Staff regarding the development of a vacant lot at Ensenada Uno
H. Review and revise proposed lease amendment (for a renewal) for the leasehold at 1004 Maldonado Drive, Pensacola Beach
Santa Rosa Island Authority  
Engineer’s Report  
September 11, 2019

<table>
<thead>
<tr>
<th>Projects</th>
<th>Budget</th>
<th>Funding</th>
<th>Schedule</th>
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</thead>
<tbody>
<tr>
<td>Little Sabine Bay Channel Extension</td>
<td>$533,000</td>
<td>SRIA</td>
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<tr>
<td>Pensacola Beach Playgrounds</td>
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<tr>
<td>Phase 2 Dune Walkover Project</td>
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<td>Winter 2019</td>
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<tr>
<td>Little Sabine Channel Bulkhead</td>
<td>TBD</td>
<td>SRIA</td>
<td>On-Hold</td>
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</table>

Narratives

**Little Sabine Bay Channel Extension**
This project is substantially complete. Permit closeout documents have been submitted to State and Federal agencies.

**Pensacola Beach Playgrounds**
Construction plans for the new pavilion and sidewalks at Harry Gowens Park were submitted to SRIA staff for permitting and contractor acquisition.

**Phase 2 Dune Walkover Project**
SRIA staff have requested additional services to the current Task Order. Services will include the production and submittal of permit modification application documents for an extension of the Casino Beach mobility mats.

**Little Sabine Bay Channel Bulkhead**
This project is currently on-hold pending completion of other SRIA projects.

(c) = Construction Budget  
(e) = Engineering Budget  
SRIA = Santa Rosa Island Authority  
TBD = To Be Determined
DIRECTOR OF DEVELOPMENT SERVICES MONTHLY REPORT

SELECTION OF APPROVED PROJECTS:

Residential Construction (4):

- 252 Sabine Dr. – Demolish existing fire damaged SFR structure.
- 800 Ft Pickens Rd. # 1204 (SR Towers) – Interior renovations to existing unit.
- 208 Ariola Dr. – Construct wooden walkway on 10’ access to Gulf side beach.
- 28 E. Galvez Ct. – Add 12’ x 12’ ground level deck to existing access pier.

Commercial projects (4):

- 751 Pensacola Beach Blvd. (South Harbour Condos) – Install heat detectors in existing elevator lobbies.
- 460 Pensacola Beach Blvd. Beach to Bay/Adventures Abound) – Applying thatch material over existing roofs of shade structures. And construct 8’ x 16’ bar hut, and 3 new cabana shade huts.
- 41 Ft Pickens Rd. (PB Fishing pier/ CBB) install 24 turtle friendly lights for new addition on property.
- 2 VDL (Tiki Golf and Games) – Install/construct 3 elevated UFO / Flying Saucer type structures around existing putt- putt golf course.

(*SFR – Single Family Residence)